



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, December 6, 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

Appointments

- 1** Ratification - of appointment(s) to the Architectural Review Committee
- 2** Ratification - of appointment(s) and re-appointment(s) to the Civil Service Commission
- 3** Ratification - of appointment(s) to the Gulfport School District Board of Trustees
- 4** Ratification - of appointment(s) and re-appointment(s) to Planning Commission.
- 5** Ratification - of appointment(s) and re-appointment(s) to the Zoning Board of Adjustments

Code Enforcement / Planning

- 6** Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.
- 7** Certificate of Resubdivision - divide into two parcels zoned B-2 (General business) - located at 30th Street - Case # 2209PC175 - Ward 3.

Ordinances

- 8 Ordinance - rezoning a tax parcel from B-2 (General business) to R-B (Residence business) - Case # 2209PC151 - Ward 4.
- 9 Ordinance - rezoning a tax parcel from R-1-7.5 (Single-family) to R-2 (Single-family) - located at 4707 Old Pass Road - Case # 2210PC181 - Ward 1.
- 10 Ordinance - rezoning a tax parcel from R-1-10 (Single-family) to B-1 (Neighborhood business) - located at 13499 Dedeaux Road - Case # 2210PC186 - Ward 5.
- 11 Ordinance - rezoning tax parcels from R-1-7.5 (Single-family) to R-B (Residence - business) - located at 11451 and 11463 Hillcrest Road - Case # 2210PC191 - Ward 4.
- 12 Ordinance - rezoning a tax parcel from T3 (Sub-Urban Zone) to T4+ (General Urban Zone "Plus") - located at 1285 Spring Street - Case # 2210PC192 - Ward 4.
- 13 Ordinance - amending Chapter 9, Article II (Urban Development and Planning) to establish an Architectural Review Committee, and for related purposes.
- 14 Ordinance - providing for the salary of compensation for one (1) "Special Events and Community Engagement Manager" position and the removal of one (1) "Administrative Assistant to the Mayor" position from the City's Salary Grade Schedule, and for related purposes. (*creation of new position - Grade 206 and deletion of position - Grade 206*)

Resolutions

- 15 Resolution - approving proposal by Johnson Controls related to NCE Software Upgrade, and for related purposes.
- 16 Resolution - approving Cooperative Endeavor Agreement and Addendum thereto among Project NOLA, Envisage Research and Analytics, LLC, City of Biloxi Police Department and City of Gulfport Police Department, and for related purposes.
- 17 Resolution - approving HIDTA State and Local Task Force Agreement, and for related purposes.
- 18 Resolution - approving Program Funded State and Local Task Force Agreement, and for related purposes.

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- 19 Resolution - approving Purchase Agreement with Sun Belt Fire, Inc., and for related purposes.
- 20 Resolution - approving and authorizing execution of Subaward Agreements between the City of Gulfport, Mississippi, and the City of Biloxi, Mississippi, and between the City of Gulfport, Mississippi, and Harrison County, Mississippi, relating to the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2022, and for related purposes.
- 21 Resolution - authorizing the City of Gulfport to accept an Assistance to Firefighters Grant from FEMA, and for related purposes.
- 22 Resolution - authorizing the City of Gulfport to accept a Mississippi Office of Homeland Security Grant Program Sub-Recipient Grant, and for related purposes.
- 23 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 Teen Health Mississippi, and for related purposes.
- 24 Resolution - authorizing negotiations with Looks Great Services of MS, Inc., in connection with the Citywide Debris Pickup Project, and for related purposes.
- 25 Resolution - reconfirming and extending the status of a State of Emergency due to the spread of COVID-19 and potential associated impacts which threaten to affect areas within the City of Gulfport, and for related purposes.
- 26 Resolution - reconfirming and extending the status of a State of Emergency due to the impacts of Hurricane Zeta on the City of Gulfport, and for related purposes.
- 27 Resolution - reconfirming and extending the status of a State of Emergency due to the impacts of Hurricane Ida on the City of Gulfport, and for related purposes.

Budget Amendments / Docket of Claims

- 28 Budget Amendment #40 - increasing line item 213 Photo & Fingerprint from PropertyRoom.com. *(no publication needed)*
- 29 Budget Amendment #41 - increase line item 277 Capital from PropertyRoom.com. *(no publication needed)*
- 30 Budget Amendment #42 - funding Special Events and Community Engagement Management position in the Mayor's Office. *(no publication needed)*
- 31 Docket of Claims - to be approved through December 7, 2022.

Routine Agenda

- 32** Resolution - awarding bids for lot clean-ups and/or demolitions.
- 33** Code Enforcement Notice(s) - to be made a part of the minutes.
- 34** Legal Notice - advertisement for bids for Fuel Supply Services.
- 35** Legal Notice - advertisement for the RFP of Engineering Services for The Quarters Revitalization Project.
- 36** Ratification - of previously approved and executed Agreements, Contracts, and/or Documents - to be made a part of the minutes. (postponed from November 22, 2022)
- 37** Ratification - of previously approved and executed Agreements, Contracts, and/or Documents - to be made a part of the minutes.

Public Agenda

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

Council Comments

Memorial Adjournment

Executive Session

Setting of Next Meeting and Adjournment



OFFICE OF MAYOR

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

City Hall
2309 15th St.
Gulfport, MS 39501

November 30, 2022

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

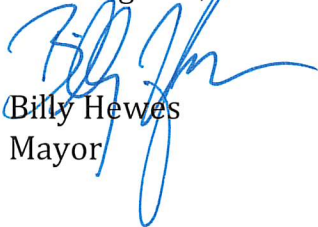
Dear Council Members:

I respectfully submit to you for confirmation the appointment of Mr. Lee Palermo to serve on the Architectural Review Committee (ARC) for the City of Gulfport. A resident of Ward 4, he has served as a member of our Zoning Board of Adjustments and Appeals from 2010 to present.

A graduate of Louisiana State University with a degree in Architecture, he is currently employed with Mississippi Gulf Coast Community College overseeing all of the college's design build projects. He has over 30 years of experience in design, construction administration and project management. Prior to joining MGCCC, he worked for Eley Guild Hardy Architects from 1997-2019. A copy of his resume is attached for your review.

Your confirmation of Mr. Palermo's appointment to serve on the ARC will be greatly appreciated. His term will expire in December 2026.

Best Regards,


Billy Hewes
Mayor

A. Lee Palermo

99 Bayou Circle, Gulfport, MS 39507

Phone: (228)341-2124

Email: lee.palermo@mgccc.edu

Summary of Qualifications:

- Licensed architect with more than 30 years of experience in design, construction administration and project management
- Experienced in contract administration, specification writing, quality assurance and facility assessment; Proficient in AutoCAD and project management software
- Management of numerous commercial projects in locations throughout the state of Mississippi
- Knowledgeable of building codes, laws, regulations and standards related to commercial buildings
- Ability to work with design professionals, local planning and public works offices and officials to obtain required approvals and to oversee contractors to ensure proper construction practices
- Ability to draft, read and interpret technical specifications, drawings and documents

Professional History:

2019 -Present	Mississippi Gulf Coast Community College, Perkinston, MS
1997-2019	Eley Guild Hardy Architects, Biloxi, MS
1992-1997	Robert Coleman & Partners Architecture, Baton Rouge, LA
1991-1992	Daniel T. Calongne & Associates, Baton Rouge, LA

Professional Experience:

- Post-Katrina facilities assessments for dozens of public and private facilities
- Served as senior construction administrator, directing department's financial and human capital resources and scheduling
- Military and educational facility renovations and new construction projects for multiple school districts
- Project representative for various boards and commissions
- Developed numerous building and systems maintenance plans
- Development and oversight of numerous contracts for third-party services, including Architectural, MEP engineering, technology-based services, utility services, environmental mitigation, etc.
- Served on Gulfport School District's strategic planning and master planning committee
- Fiscal management, including budgetary planning and supervision and cost control strategies
- Familiarity with numerous public funding sources and regulations

Formal Education:

Louisiana State University
1991 Bachelor of Architecture

Client Portfolio:

Gulfport High School Addition & Renovation
William Carey School of Pharmacy
Port of Gulfport/USM Marine Research Center
MGCCC Fine Arts Building and iMPAC
PRCC Math & Science Addition and Renovation

Continuing Education and Certifications:

- Construction Document Technologist (CDT), Construction Specifications Institute
- Leadership Gulf Coast Class of 2011
- Mississippi AIA Executive Board Member (previous)
- City of Gulfport Board of Zoning and Appeals Chairman (2010-Present)
- Trinity United Methodist Church Parish Staff Committee (previous)



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Councilman Myles Sharp
Councilman R. Lee Flowers
Councilman Richard Kosloski

Dear Council Members:

I respectfully submit to you for confirmation the appointment of Mr. Kenny McNair to serve on the Architectural Review Committee (ARC) for the City of Gulfport. .

A resident of Ward 7, he is the owner of McNair Homes LLC and is a licensed general contractor in our city. He has built nearly 200 homes along the Mississippi Gulf Coast in the past 20 years and developed a 35-acre subdivision as well. A copy of his resume is attached for your review.

Your confirmation of Mr. McNair's appointment to serve on the ARC will be greatly appreciated. His term will expire in December 2026.

Best Regards,


Billy Hewes
Mayor

General Contractor

Summary

I am competent, efficient and I have the ability and skills to deliver. My technical knowledge and skills are evident in the many successful projects that I have completed on the Mississippi Gulf Coast. My knowledge of local and national building codes has helped me to complete projects with the highest standards.

My knowledge of the construction industry, in addition to my personal integrity and honesty has also afforded me the opportunity to establish and maintain professional contacts in all of the building trades. These resources have been essential to my success as a contractor.

I have a strong work ethic. I am dependable, responsible and reliable. I also have an excellent working relationship with local inspectors, council persons and city planning officials. Many of these relationships were first developed during my past land developments.

Experience

Unlimited Construction, Inc., Gulfport, MS

2007 to 2010

Land Developer

A 12 acre site developed into Three Rivers Landing. Three Rivers Landing is a 170 unit townhome which includes 40 buildings with a 2500 sq Community Building. I developed the land and built the buildings. All this accomplished in 15 months!!!

- Project Manager of a 170 unit townhome construction site in Gulfport, MS. My responsibilities are scheduling, estimating, supervising, and coordinating with the leasing office.

McNair Homes LLC, Gulfport, MS

2003 to Present

General Contractor

I am the owner of McNair Homes LLC a custom home builder on the MS Gulf Coast. I have built approximate 200 homes on the coast in the past 20 years.

- I have many successful home completed in the following areas of the MS Gulf Coast: City of Gulfport, City of Biloxi, City of D'Iberville, Harrison County, City of Waveland, Hancock County

Cazesta Custom Homes, Gulfport, MS

2003 to 2005

Director of Construction

General contractor responsibilities

- Developed a 35 acre subdivision (Chasewood) from land purchase to building homes.



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Dear Council Members:

I respectfully present to you for confirmation the appointment of Danielle Cotton to serve on the Architectural Review Committee (ARC) for the City of Gulfport. A graduate of the University of Southern Mississippi, she received both her Bachelor of Science and Master of Science in Biological Sciences.

She has served as a field biologist and Adjunct Instructor for the University of Southern Mississippi and a Landscape Horticulturist/Manager for a landscape company in Hattiesburg. A resident of Ward 7, I am confident she will be a great addition to this committee. Her resume is attached for your review.

Your ratification of her appointment to serve on this committee will be greatly appreciated. Her term will expire in December 2026.

Best Regards,



Billy Hewes
Mayor

Danielle R. Cotton

14428 Duckworth Cove • Gulfport, MS 39503 • Cell: 601-818-7080 • dani.cotton@yahoo.com

Academic

Degrees

- **Master of Science in Biological Sciences, 2010**
The University of Southern Mississippi
Thesis: A Vascular Floristic Inventory of the Lake Thoreau Center for Environmental Education and Research in Lamar and Forrest Counties, Mississippi
- **Bachelor of Science in Biological Sciences, 2004**
The University of Southern Mississippi

Professional Experience

- **Adjunct Instructor, Department of Biological Sciences**
The University of Southern Mississippi, Aug 2019 – present
Responsibilities: Teaching Biology and Society while overseeing teaching assistants who taught the lab; teaching Biological Sciences I and II along with teaching the accompanying labs
- **Biology Teacher, Covington County School District, Collins High School, Aug 2014-May 2016**
Responsibilities: Teaching and conducting labs for Introduction to Biology, Biology II, Botany, Zoology
- **Landscape Horticulturist / Manager, Brackman's Stepping Stone Rock and Garden Center, LLC, LT 825, Hattiesburg, MS, 2010-2014**
Responsibilities: Providing consultation and botanical expertise, landscape design plans, ordering plants, pottery, bulk materials, managing employees and schedules
- **Adjunct Instructor, Department of Biological Sciences**
The University of Southern Mississippi, Jun-Dec 2010; Aug – Dec 2011
Responsibilities: Teaching Biological Sciences II (developed google website, preparing powerpoints and exams); teaching Biological Sciences I lab
- **Graduate Teaching Assistant, Department of Biological Sciences**
The University of Southern Mississippi, 2005-2010
Responsibilities: Teaching and prepping labs for Botany (Botany lab coordinator: developed google website and practicals) Plant Ecology, Biological Sciences II, and Introductory Biology, and managing visitors of the Lake Thoreau Center for Environmental Education and Research
- **Field Biologist, Department of Biological Sciences**
The University of Southern Mississippi, 2004, Camp Shelby and Camp McCain, MS
The Army's Land Condition Trend Analysis (LCTA) program
Responsibilities: Monitoring changes in the status of natural resources relative to land use, collecting vegetative data of military installations using standardized methods, identifying and recording plants to species level.

Certifications

- **Class AA High School (grades 7-12) license in Biology, July 2015**
- **Landscape Horticulturist ID 36206, July 2011**

Publications	•McFarland WJ, Cotton D, Alford MH, Davis MA. 2020. <i>The vascular flora of the Lake Thoreau Environmental Center, Forrest and Lamar counties, Mississippi, with comments on compositional change after a decade of prescribed burn</i>. Journal of the Botanical Research Institute of Texas. 14(2): 413-433.
Community Service	• Camp Counselor for ExxonMobil Bernard Harris Summer Science Camp at USM 2015 • Volunteer for Mississippi Museum of Natural Science, 2009-2012 • Camp Counselor for Discover Mississippi (Gear-up Mississippi) at USM 2010, 2011
Skills	Plant identification, microscopy, excellent organization, time management, dependable, hard working, willing to take initiative, written and communication skills, analytical thinker, problem solver, flexible, dedicated, and good team player.
References	Brian Bagwell, Principal, Collins High School, Collins, MS Cell: 601-270-0544 Office: 601-765-3203 Email: bbagwell@cov.k12.ms.us Mike Davis, Associate Professor, Biology Department, The University of Southern Mississippi Cell: 601-520-1038 Office: 601-266-5419 Email: mike.davis@usm.edu Alm�e Thomas, Assistant Professor, Biology Department, Loyola University New Orleans Office: 504-865-2873 Email: akthomas@loyno.edu



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Dear Council Members,

I respectfully submit to you for consideration the re-appointment of Mr. Robert Raybourn to serve another term on the City of Gulfport's Civil Service Commission. Mr. Raybourn was first appointed in December 2003 filling a vacancy created in Ward 7. He has continued to serve our citizens and employees since that time.

Mr. Raybourn has been a dedicated member of the Civil Service Commission providing guidance and a steady-hand when addressing matters with our city employees. He owns several businesses in our City and has served our City with honor and distinction. Upon confirmation, his new appointment will expire December 31, 2028.

Your confirmation of Mr. Raybourn's re-appointment will be very much appreciated.

Best Regards,

A blue ink signature of Billy Hewes, the Mayor of Gulfport. The signature is stylized and written in a cursive-like font.

Billy Hewes
Mayor



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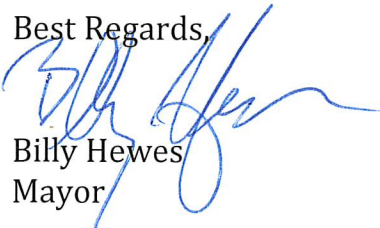
Dear Council Members:

I respectfully submit to you for confirmation the appointment of Mr. Ben Vance to serve on the Gulfport School District Board of Trustees. He will replace Mr. Steven Warren who has recently resigned after serving for the past 9 years.

He is a graduate of the University of Mississippi receiving both his Bachelor of Accountancy and Masters of Accountancy from the university. He has been employed with Mississippi Power Company since 2001 where he has served in various capacities in the Accounting Division. He currently serves as the Regulatory & Accounting Manager. He is a graduate of Leadership Gulf Coast and makes his home in Ward 4. A complete resume is attached for your review.

I am confident in his ability to serve our school district and ask for your confirmation of his appointment. He will complete the current term of Mr. Warren and his term will expire in March 2023.

Best Regards,



Billy Hewes
Mayor

BENJAMIN SCOTT VANCE, SR.

9139 Honeysuckle Lane

Gulfport, MS 39503

228.697.5594 (H)

228.865.5594 (W)

bsvance@southernco.com

EXPERIENCE

Regulatory & Accounting Manager, 2018 - current *Mississippi Power Company, Gulfport, MS*

- Responsibility for all retail and wholesale filings
- Liaison between Mississippi Power and Mississippi Public Service Commission (MPSC)
- Prepare testimony and serve as expert witness for various rate filings before the MSPS and the Federal Energy Regulatory Commission (FERC)

Assistant Comptroller, 2014 – 2018

- Responsible for regulatory accounting departmental duties
- Responsible for fuel, tax and accounting research departmental duties
- Prepare testimony and serve as expert witness for various rate filings before the MSPS and the FERC

Regulatory Accounting Supervisor, 2013– 2014 *Mississippi Power Company, Gulfport, MS*

- Responsible for overseeing the retail filings with the MPSC
- Responsible for overseeing the Cost of Service filings
- Responsible for overseeing the wholesale filings with the FERC

Regulatory Affairs Representative, 2007 – 2013 *Mississippi Power Company, Gulfport, MS*

- Foster and maintain relationship with regulators
- Budget Resource Team representative
- Company Chairman for United Way (2008)

Regulatory Accountant, 2003 – 2007 *Mississippi Power Company, Gulfport, MS*

- Prepare State filings with the MSPC
- Responsible for Transmission Accounting duties
- Prepare Federal filings with FERC
- Responsible for testing Sarbanes-Oxley/Section 404 Requirements
- Support Depreciation Study

BENJAMIN SCOTT VANCE, SR.

9139 Honeysuckle Lane

Gulfport, MS 39503

228.697.5594 (H)

228.865.5594 (W)

bsvance@southernco.com

Fuel Accountant, 2001 – 2003

Mississippi Power Company, Gulfport, MS

- Implement and administer gas hedging program
- Developed rate recovery mechanism for gas hedging program
- Analyze gas hedging reports
- Prepare Fuel Cost Recovery calculations
- Support fuel and gas hedging budget process
- Prepare journal entries for fossil plants
- Coordinate FERC Form 1 filing

Fuel Cost Accountant, 1998 – 2001

Entergy Services, Inc., New Orleans, LA

- Prepare and analyze deferred fuel calculations
- Set up database and bill for leased fossil plant
- Prepare bills for fossil plant co-owners
- Prepare journal entries for fossil plants
- Led fuel accounting group FERC Form 1 preparation

EDUCATION

Bachelor of Accountancy, December 1996

University of Mississippi, Oxford, MS

Masters of Accountancy, May 1998

University of Southern Mississippi, Hattiesburg, MS

GPA: 3.25/4.0

OTHER

Graduate of Leadership Gulf Coast, 2022



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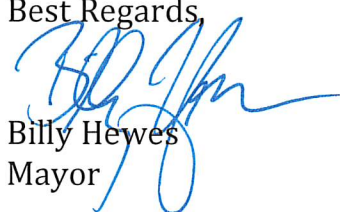
Dear Council Members:

I present to you for confirmation the appointment of Dr. Rainna Puran Bahadur, MD to serve on the Gulfport School District Board of Trustees. She will replace Mr. Gerald Norris who has resigned due to a relocation by his employer.

She earned her medical degree and completed an ophthalmology residency at the University of Mississippi Medical Center (UMMC) in Jackson, where she was named Chief Resident. Born and raised in Greenwood, Miss., Dr. Bahadur also was a magna cum laude graduate of Millsaps College in Jackson, Miss. A resident of Ward 5, she is a board certified ophthalmologist with Eye Associates of the South. She is passionate about the future of our school system and I am confident that she will serve our city and the school district with dedication and compassion.

Your ratification of Dr. Rainna Bahadur to serve on the board will be greatly appreciated. She will serve the remainder of Mr. Norris' term that expires March 31, 2024.

Best Regards,


Billy Hewes
Mayor



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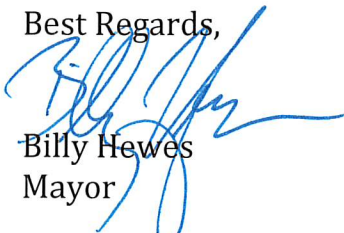
Dear Council Members:

I respectfully submit to you for consideration the re-appointment of Mr. Doug Hancock to serve on the Planning Commission for the City of Gulfport.

He moved to Gulfport in 2001 and is married to the former Tiffany Revon of Gulfport. They have two children and reside in Gulfport. He is employed by Roy Anderson Corporation where he has served as Vice President and Chief Financial Officer since 2007. He served as Controller for the company from 2001-2007. Prior to joining the RAC group, he served as an auditor with Ernst & Young in Jackson and a credit analyst with Trustmark National Bank. He graduated from the University of Southern Mississippi in Accounting in 1992, received his MBA a year later and has been a Certified Public Accountant since 1997.

Your ratification of Mr. Hancock's re-appointment will be greatly appreciated and his new term will expire on October 31, 2025.

Best Regards,



Billy Hewes
Mayor



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Council President Rusty Walker
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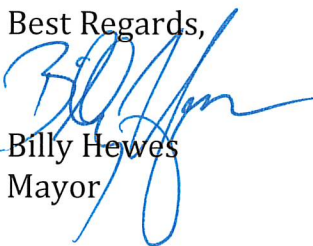
Dear Council Members:

I respectfully submit to you for consideration the re-appointment of Charlie Hewes to serve on the City of Gulfport Planning Commission. Mr. Hewes was initially appointed in February 2008 to fill an unexpired term and has served since that time.

He is a lifelong resident of Gulfport and is employed with Pfizer Pharmaceuticals. He also served in the Mississippi National Guard where he retired after 22 years of service having achieved the rank of Major.

Your confirmation of Mr. Hewes' reappointment to serve an additional four years on the City of Gulfport Planning Commission will be greatly appreciated. His new term will expire October 31, 2026.

Best Regards,


Billy Hewes
Mayor



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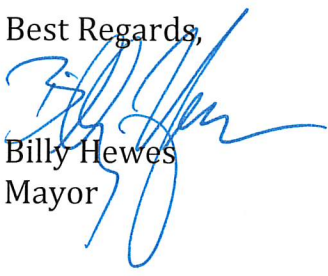
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Councilwoman Ella Holmes-Hines
Councilman Myles Sharp
Councilman R.Lee Flowers
Councilman Richard Kosloski

Dear Council Members,

I respectfully present to you the re-appointment of Mr. Keith Williams to serve on the Planning Commission for an additional term of four years. Mr. Williams was originally appointed to the Planning Commission in 2003 and has served with professionalism and commitment to the betterment of our city.

I am confident in Mr. Williams' experience and dedication to the role he serves as a member of the Planning Commission in overseeing future development in our city. Your confirmation of his reappointment will be greatly appreciated. He will fill the At Large – C position and his term will expire October 31, 2026.

Best Regards,



Billy Hewes
Mayor



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Dear Council Members:

I respectfully submit to you for consideration the re-appointment of Mr. Michael Daniels to serve on the Zoning Board of Adjustments and Appeals. A lifelong resident of Gulfport, he is a graduate of Gulfport High School and Rust College where he received with a Bachelor of Arts in Mass Communications with a minor in Business.

After finishing college, he moved to Houston, Texas for several years before returning to Gulfport. He serves as Chief Financial Officer for WJZD 94.5 FM radio, the American Blues Network, and Daniels Real Estate. He is also co-owner of The Almanett Hotel & Bistro.

Your ratification of Mr. Daniels' re-appointment will be greatly appreciated. His new appointment will expire on July 17, 2027,

Best Regards,



Billy Hewes
Mayor



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Dear Council Members,

I respectfully submit to you for confirmation the re-appointment of Leslie North to serve on the Zoning Board of Adjustment and Appeals. She was initially appointed in July 2012 and re-appointed in July 2017 to serve a second term.

A lifelong resident of Gulfport, she has over thirty years of professional real estate experience, including appraisal review, appraisal, lending, underwriting, and consulting and has eight years of State Appraiser Board Regulatory experience. She is employed as Senior Reviewer at BBG, Inc. Real Estate Services. Leslie has served as Vice President of our Zoning Board and has been a tremendous resource in her capacity.

Your ratification of her re-appointment will be greatly appreciated. Her new term will expire July 17, 2027.

Best Regards,

A blue ink signature of Billy Hewes, written in a cursive style, is positioned above the name "Billy Hewes" and the title "Mayor".

Billy Hewes
Mayor



OFFICE OF MAYOR

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

City Hall
2309 15th St.
Gulfport, MS 39501

November 30, 2022

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

Dear Council Members:

I respectfully submit to you for consideration the re-appointment of Mr. Robert Pharr to serve on the Zoning Board of Adjustments and Appeals. He was first appointed in April 2014 and has served representing Ward 1.

He is a local contractor for over 40 years specializing in home repairs. His extensive knowledge and experience has been beneficial to the operation of the Zoning Board.

Your confirmation of his re-appointment would be greatly appreciated. His new term will begin immediately and expire on October 31, 2026.

Best Regards,

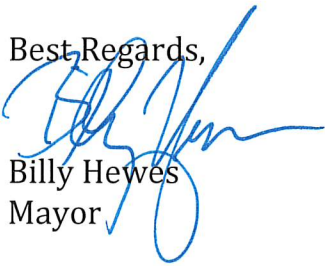

Billy Hewes
Mayor

TABLE OF CONTENTS

WARD 3

PARCEL	LOCATION	OWNER
0810N-05-012.000	2301 33RD ST	INGRAM DANI ETAL

WARD 4

PARCEL	LOCATION	OWNER
1010G-01-035.000	931 BROWN ST	MUIR KHARIMA & RAYVAL

WARD 6

PARCEL	LOCATION	OWNER
0908D-01-176.000	12280 BREEZEWAY CIR	WELDY RYLIE N

WARD 7

PARCEL	LOCATION	OWNER
0808E-01-042.000	15687 PARKWOOD DR SOUTH	EILERMANN JANET M

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5790

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

November 17, 2022

INGRAM DANI ETAL

2301 33RD ST

GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810N-05-012.000
2301 33RD 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:
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS
UNSAFE STRUCTURE, IPMC 108.1.1	BRING BLDG UP TO CODE OR DEMO
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE OPENINGS
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
BROKEN WINDOWS IPMC 301.13	REPAIR/REPLACE BROKEN WINDOW

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 12/06/2022 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

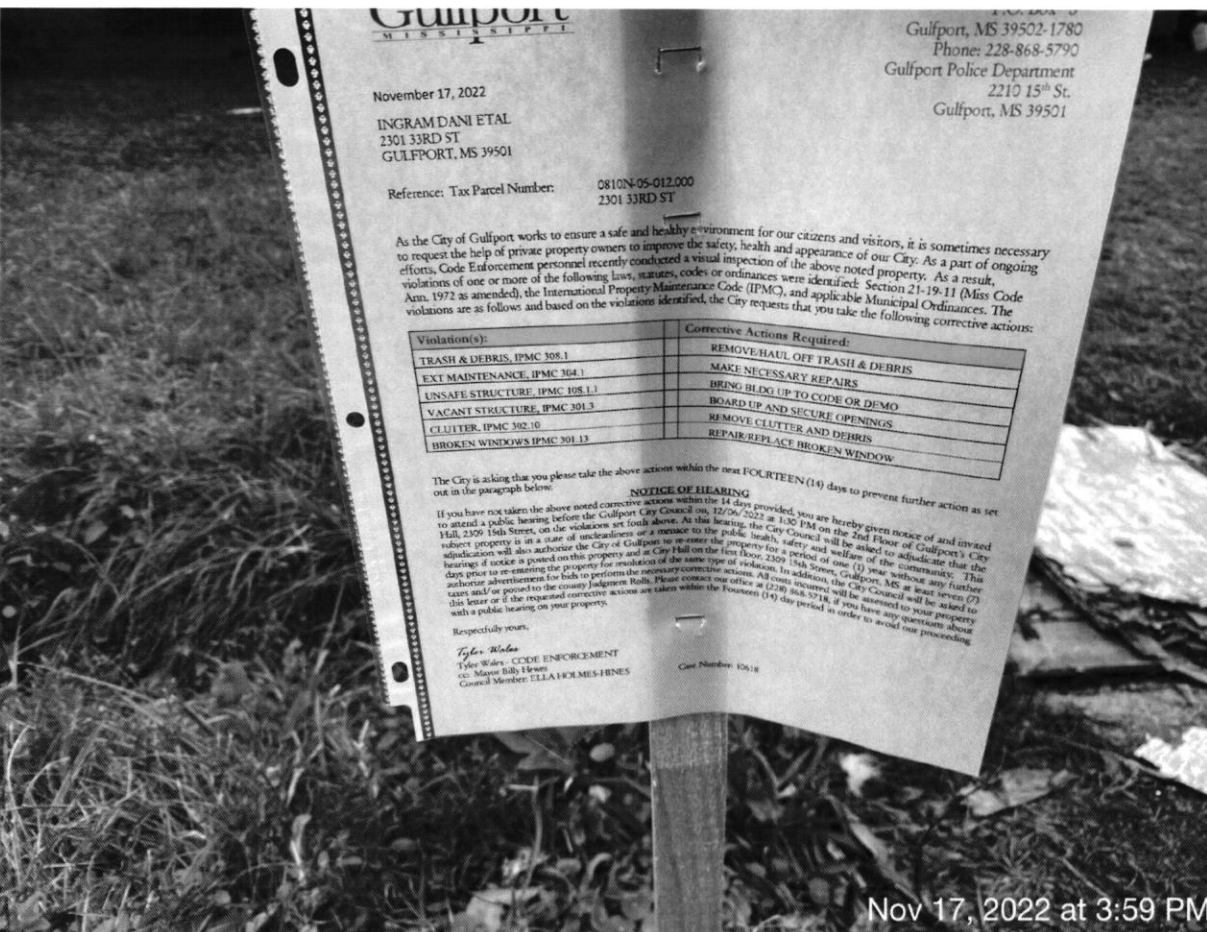
Tyler Wales

Tyler Wales - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: ELLA HOLMES-HINES

Case Number: 10618



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5790

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

November 21, 2022

MUIR KHARIMA & RAYVAL
931 BROWN ST
GULFPORT, MS 39503

Reference: Tax Parcel Number: 1010G-01-035.000
931 BROWN 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:
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

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

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Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RUSTY WALKER

Case Number: 10534

MUIR KHARIMA & RAYVAL
931 BROWN ST
GULFPORT, MS 39503

Reference: Tax Parcel Number: 1010G-01-035.000
931 BROWN 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:
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS

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

NOTICE OF HEARING

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Respectfully yours,

Josh Troutman
Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RUSTY WALKER

Case Number: 10534





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

November 15, 2022

WELDY RYLIE N
12280 BREEZEWAY CIRCLE
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0908D-01-176.000
12280 BREEZEWAY 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
CLUTTER, IPMC 302.10	REMOVE CLUTTER AND DEBRIS
INDOOR FURNITURE OUTSIDE	REMOVE OR RELOCATE FURNITURE
RECEPTACLE/RECYCLEABLE CONTAIN	PLACE/REMOVE CONTAIN W/I 24HRS

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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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, 12/06/2022 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Jeremy Perry

Jeremy Perry - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: R LEE FLOWERS

Case Number: 10490



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

November 10, 2022

EILERMANN JANET M
15687 PARKWOOD DR SOUTH
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808E-01-042.000
15687 PARKWOOD DR SOUTH

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

Violation(s):	Corrective Actions Required:
UNSAFE STRUCTURE, IPMC 108.1.1	BRING BLDG UP TO CODE OR DEMO

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

NOTICE OF HEARING

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Respectfully yours,

Travis Johnson

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

Case Number: 10608



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

November 10, 2022

EILERMANN JANET M
14352 CHESTWOOD CV
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808E-01-042.000
15687 PARKWOOD DR SOUTH

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

Violation(s):	Corrective Actions Required:
UNSAFE STRUCTURE, IPMC 108.1.1	BRING BLDG UP TO CODE OR DEMO

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

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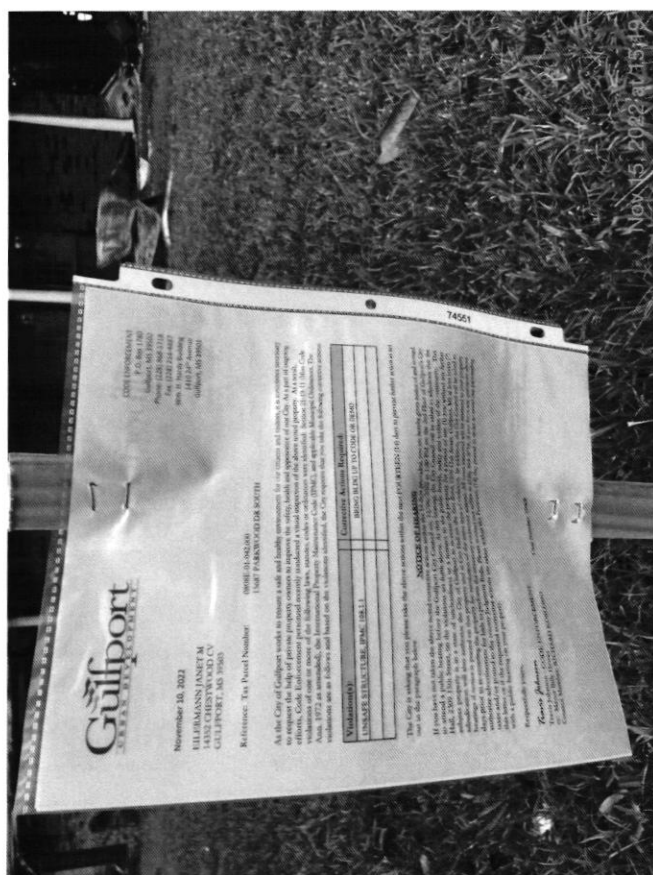
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Respectfully yours,

Travis Johnson

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

Case Number: 10608



MEMORANDUM – CITY OF GULFPORT

Date: NOVEMBER 23, 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 6th Day Of December, 2022, To The City Council:

WARD 3

Parcel 1: 0810N-05-012.000. Lots 1 & 2 Blk 4 Dolans Add To Gulfport Sec 33-7-11. 2301 33rd St. Remove/Haul Off All Trash & Debris, Obtain Permit/Demolish Structure. (Ingram Dani Etal) Case: 10618

WARD 4

Parcel 2: 1010G-01-035.000. Lot 20 Blk 4 Fernwood Heights Sec 29-7-10. 931 Brown St. Remove/Haul Off All Trash & Debris. (Muir Kharima & Rayval) Case: 10534

WARD 6

Parcel 3: 0908D-01-176.000. Lot 176 Windsong Subd Phase 4 Sec 2-7-11. 12280 Breezeway Cir. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Weldy Rylie N) Case: 10490

WARD 7

Parcel 4: 0808E-01-042.000. Lot 8 Blk 15 Northwood Hills Subd. 15687 Parkwood Dr South. Obtain Permit/Demolish Structure. (Eilermann Janet M) Case: 10608

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 **6th** day of **December, 2022**, the following Resolution:

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

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

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

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

- Parcel 1: 0810N-05-012.000. LOTS 1 & 2 BLK 4 DOLANS ADD TO GULFPORT SEC 33-7-11. 2301 33RD ST. REMOVE/HAUL OFF ALL TRASH & DEBRIS, OBTAIN PERMIT/DEMOLISH STRUCTURE. (INGRAM DANI ETAL) Case: 10618
- Parcel 2: 1010G-01-035.000. LOT 20 BLK 4 FERNWOOD HEIGHTS SEC 29-7-10. 931 BROWN ST. REMOVE/HAUL OFF ALL TRASH & DEBRIS. (MUIR KHARIMA & RAYVAL) Case: 10534

- Parcel 3: 0908D-01-176.000. LOT 176 WINDSONG SUBD PHASE 4 SEC 2-7-11. 12280 BREEZEWAY CIR. CUT & CLEAN THE PROPERTY, REMOVE ALL WEEDS, VINES, LIMBS & DOWN TREES, REMOVE/HAUL OFF ALL TRASH & DEBRIS. (WELDY RYLIE N) Case: 10490
- Parcel 4: 0808E-01-042.000. LOT 8 BLK 15 NORTHWOOD HILLS SUBD. 15687 PARKWOOD DR SOUTH. OBTAIN PERMIT/DEMOLISH STRUCTURE. (EILERMANN JANET M) Case: 10608

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: December 6, 2022

Re: Certificate of Resubdivision - divide into two parcels zoned B-2 (General business) - located at 30th Street - Case # 2209PC175 - Ward 3.

Resubdivision 2209PC175, by owner Steven Austin, tax parcel 0810N-02-023.000, Divide into two new parcels, 2006 30th Street, Zoned B-2 (General business), Ward 3

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Cory Long, Planning Administrator
Urban Development Department

Date: November 23, 2022

Re: Resubdivision 2209PC175, by owner Steven Austin, tax parcel 0810N-02-023.000, Divide into two new parcels, 2006 30th Street, Zoned B-2 (General business), Ward 3

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Sellers

Second: Mr. Spann

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

Action: Motion was carried unanimously.

Speaking for the Petition:

1. Steven Austin

Speaking against the Petition: None

On October 27, 2022, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for December 6, 2022.

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 2209PC175

Hearing Date: October 27, 2022

Current Zoning/Use: B-2 / Commercial structure

Legal: Resubdivision 2209PC175, by owner Steven Austin, tax parcel 0810N-02-023.000, Divide into two new parcels, 2006 30th Street, Zoned B-2 (General business), Ward 3

TECHNICAL DETAILS

The applicant requests to divide 1 parcel into 2 new parcels at the corner of 30 Street and 27th Avenue. Currently, the subject parcel contains 28,000 square feet. As proposed, Parcel A will contain 19,000 square feet and Parcel B will contain 9,000 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 applicant meets the requirements in regards to the city's regulations and current policy for maximum depth. As presented, no waivers would be needed by the proposed development, and should be accepted by the Planning Commission.

Any approval should consider these conditions:

1. Must meet all current Building Codes and City of Gulfport Ordinances
2. Separate water and sewer service required for each parcel

DEPARTMENTAL CONDITIONS

Engineering: Separate water and sewer service required for each parcel. Memo dated 10/17/2022.

Technical Report

Resubdivision

Public Works: Separate water and sewer services to be provided. Memo dated 10/17/2022.

Traffic and Safety: No conditions. Memo dated 10/17/2022.

Building Code Services: Must meet all current Building Codes and City of Gulfport Ordinances. Memo dated 10/12/2022.

GIS: No conditions. Memo dated 10/12/2022.

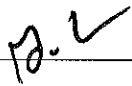
Police Department: No conditions. Memo dated 10/17/2022.

Fire Department: No conditions. Memo dated 10/13/2022.

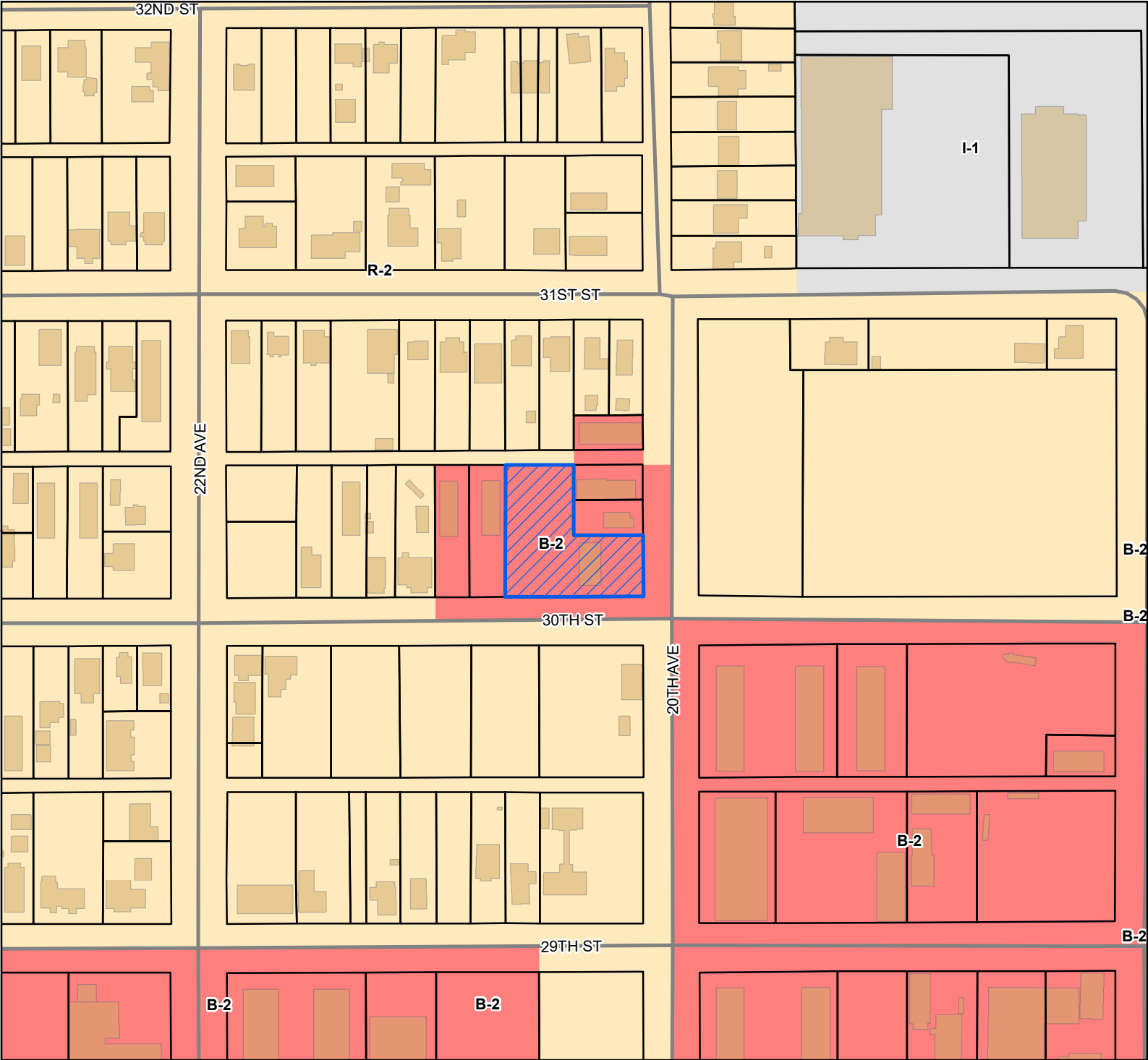
City Arborist: No conditions. Memo dated 10/12/2022.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



Site

Street

Parcels

Buildings

Zoning

B-2 - General Business District

I-1 - Light Industry District

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

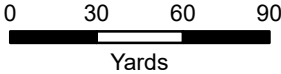
Site Information

0810N-02-023.000

Zoning: B-2 (General business)

Size: 27,532 Sq. ft.

Flood: X



1 inch = 200 feet



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



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

For Staff Use Only

Case Number: 2209PC175

Date Received: _____

Receipt Number: _____

Received By: _____

Zoning: B-2Ward: 3 Flood: XSize: 27,532 sq. ft.

(If necessary, use separate sheet of paper)

TAX PARCEL #

0	8	1	0	N	-	0	2	-	0	2	3	•	0	0	0
					-			-				•			
					-			-				•			

Address of Property Involved: #2006 30TH STREET, GULFPORT 39501Lot(s) 21-24, Block(s) 5, Subdivision STANDARD LANDGeneral Location: NW COR 30TH ST. & 27TH AVE.**GENERAL DESCRIPTION OF REQUEST:**TO SUBDIVIDE PARCEL INTO TWO PARCELS**OWNERSHIP AND CERTIFICATION:**

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

OWNER

AGENT

Steven A. Austin

Printed Name of Owner

11100 Jason Drive

Mailing Address

Pass Christian MS 39571

City

State

Zip code

228-529-8270

Home Phone

Work/Cell Phone

Steve.Austin60@yahoo.com

Email

Steve A. Austin

Signature of Owner

Printed Name of Agent

Mailing Address

City

State

Zip code

Home Phone

Work/Cell Phone

Email

Signature of Agent

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

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



Covenant Affidavit

I, Steven Austin, being owner or agent of the property 2006 30th street
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.

Steve A. Austin
Signature

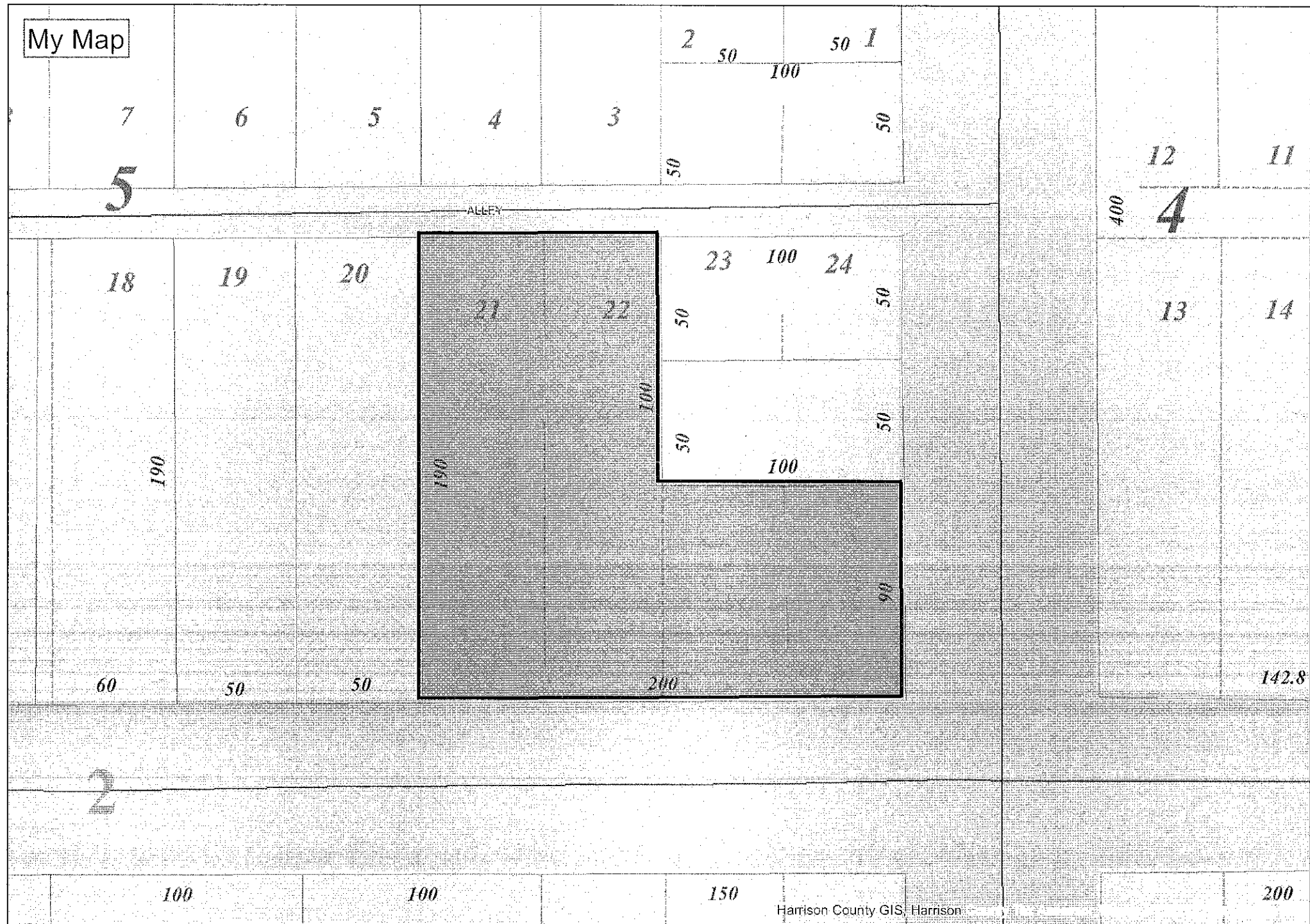
11 August 2022
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

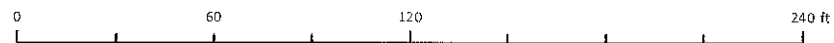
Given under my hand and seal of office this the 11th day of August, 20 22

Matilda Welch
Notary Public





Date: 8/11/2022
Time: 12:10:00 PM



DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.

1 inch = 59 feet



PLAT SHOWING RESUBDIVISION
OF
PARCEL 0810N-02-023.000
INTO PARCEL A & PARCEL B
MUNICIPAL: #2006 30TH STREET
CITY OF GULFPORT,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI

REFERENCE MAPS:

- A) Official plat of STANDARD LAND COMPANY ADDITION
B) Survey of the South 50 feet of the North 100 feet of Lots 23 & 24, Block 5, STANDARD LAND COMPANY ADDITION prepared by J. Michael Cassady on July 10, 1978.

REFERENCE BEARINGS:

The bearings shown hereon are based on the "Mississippi State Plane Coordinate System - East Zone - NAD 83" using GPS GCGC-RTN System accessed on June 20, 2022.
(*) Represents the Basis of Bearings. Distances shown are U.S. Survey feet.

FEMA FLOOD ZONE AND HAZARDS:

This lot is located in Flood Zone "X" Area of/per FEMA Map Community Panel Number 28047C 0264 G for Harrison County, Mississippi dated December 21, 2017. Base Flood Elevation is subject to change and should be verified with the local authority's Flood Plain Administrator before any design or construction.

NOTES:

- 1.) No attempt has been made by Cassady-Acadia Land Surveying, L.L.C. to verify title, actual legal ownership, deed restrictions servitudes, easements, alleys, right-of-ways or other burdens on the property, other than that furnished by the client or his representative. There is no representation that all applicable servitudes and restrictions are shown hereon. The surveyor has made no title search or public record search in compiling the data for this survey.
- 2.) The words "Certify," "Certifies" or "Certification" as used herein is understood to be an expression of professional opinion by the surveyor, based upon his best knowledge, information, and belief, as such, it does not constitute a guarantee nor a warranty, expressed or implied.
- 3.) Water and sewer services provided to subject property by City of Gulfport Public Works.

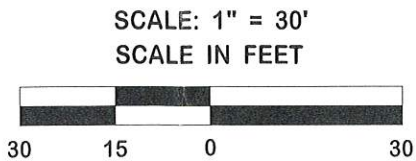
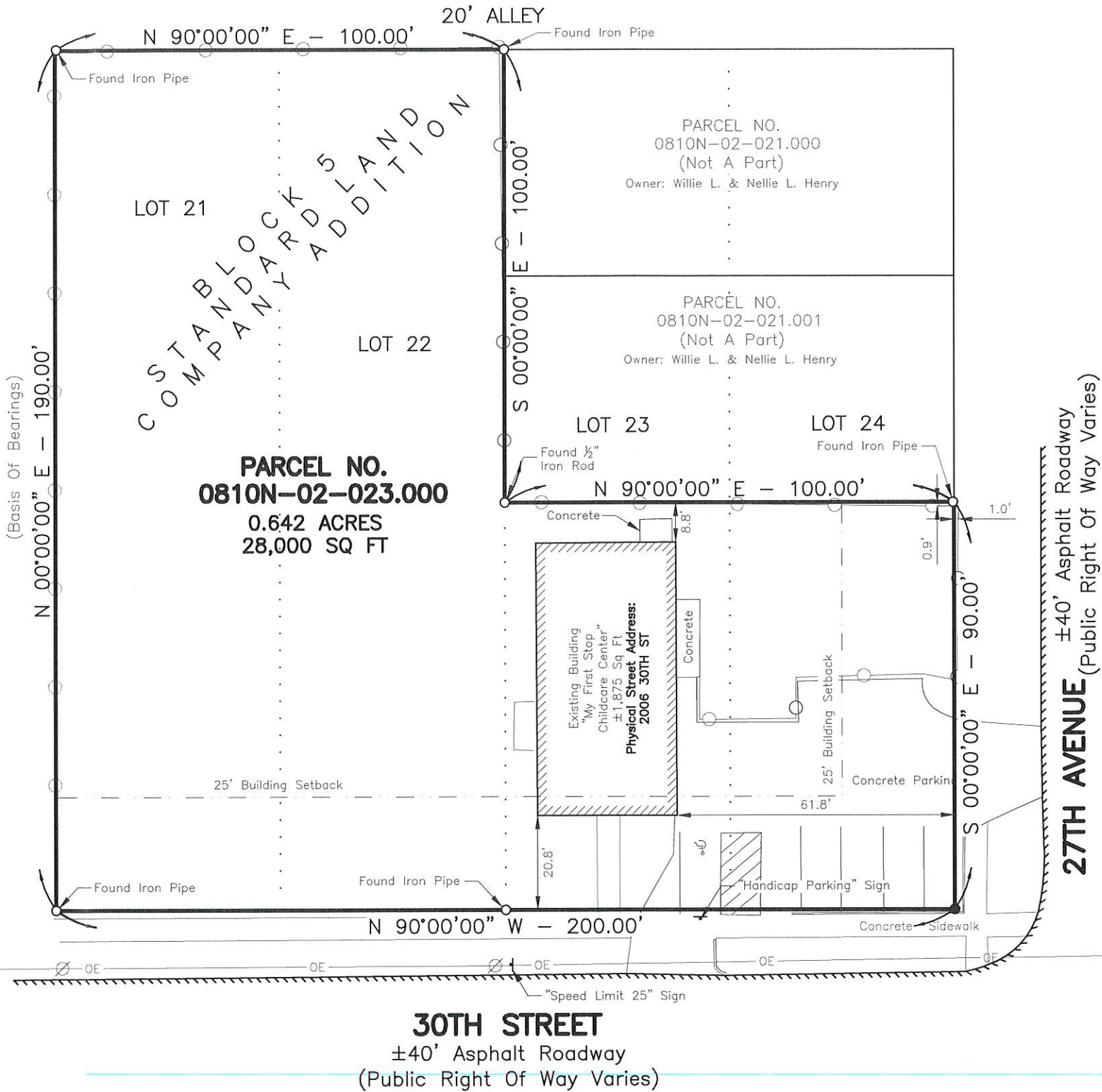
CERTIFICATION:

This is to certify to STEVEN AUSTIN that this survey was done by me or under my direct supervision and control, that the survey was done on the ground and was done in accordance with the most recent Minimum Standards of Practice for Land Surveyors as set forth by the State of Mississippi, Board of Licensure for Professional Engineers and Surveyors and that the accuracy specification and positional tolerances are in accordance with Class "B" surveys indicated in the above standards. I also certify there are no visible encroachments across any property lines except as shown.

Wayne M. Vice Jr., PS,
This survey plat is not valid without the raised or colored seal and signature of the
Registered Land Surveyor.

LEGEND	
FOUND PROPERTY CORNER (AS NOTED)	○
SET CUT X (UNLESS NOTED OTHERWISE)	●
EXISTING POWER POLE	⊗
EXISTING OVERHEAD POWER LINE	—OE—
EXISTING CHAIN LINK LINE	—○—

PARCEL NO.
0810N-02-019.000
(Not A Part)
Owner: John D. & Nuschke Ian Crittenden



T 7 S — R 11 W
SECTION 33

SHEET 1 OF 4

CASSADY-ACADIA
LAND SURVEYING, LLC Since 1947
Louisiana • Mississippi • Texas • Alabama
1714 22nd Avenue, Gulfport, Mississippi 39501
Phone • (228)896-7155 Fax • (228)896-8405
Email • Surveys@Cassady-Acadia.com

FIELD WORK COMPLETED ON: July 28, 2022

PLAT SHOWING RESUBDIVISION
OF
PARCEL 0810N-02-023.000
INTO PARCEL A & PARCEL B
MUNICIPAL: #2006 30TH STREET
CITY OF GULFPORT,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI

LEGEND	
FOUND PROPERTY CORNER (AS NOTED)	○
SET CUT X (UNLESS NOTED OTHERWISE)	●
EXISTING POWER POLE	⊗
EXISTING OVERHEAD POWER LINE	—OE—
EXISTING CHAIN LINK LINE	—○—

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REFERENCE BEARINGS:

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NOTES:

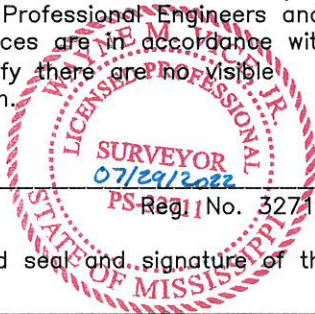
- 1.) No attempt has been made by Cassady-Acadia Land Surveying, L.L.C. to verify title, actual legal ownership, deed restrictions servitudes, easements, alleys, right-of-ways or other burdens on the property, other than that furnished by the client or his representative. There is no representation that all applicable servitudes and restrictions are shown hereon. The surveyor has made no title search or public record search in compiling the data for this survey.
- 2.) The words "Certify," "Certifies" or "Certification" as used herein is understood to be an expression of professional opinion by the surveyor, based upon his best knowledge, information, and belief, as such, it does not constitute a guarantee nor a warranty, expressed or implied.
- 3.) Water and sewer services provided to subject property by City of Gulfport Public Works.

CERTIFICATION:

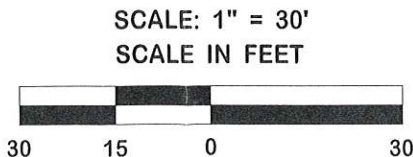
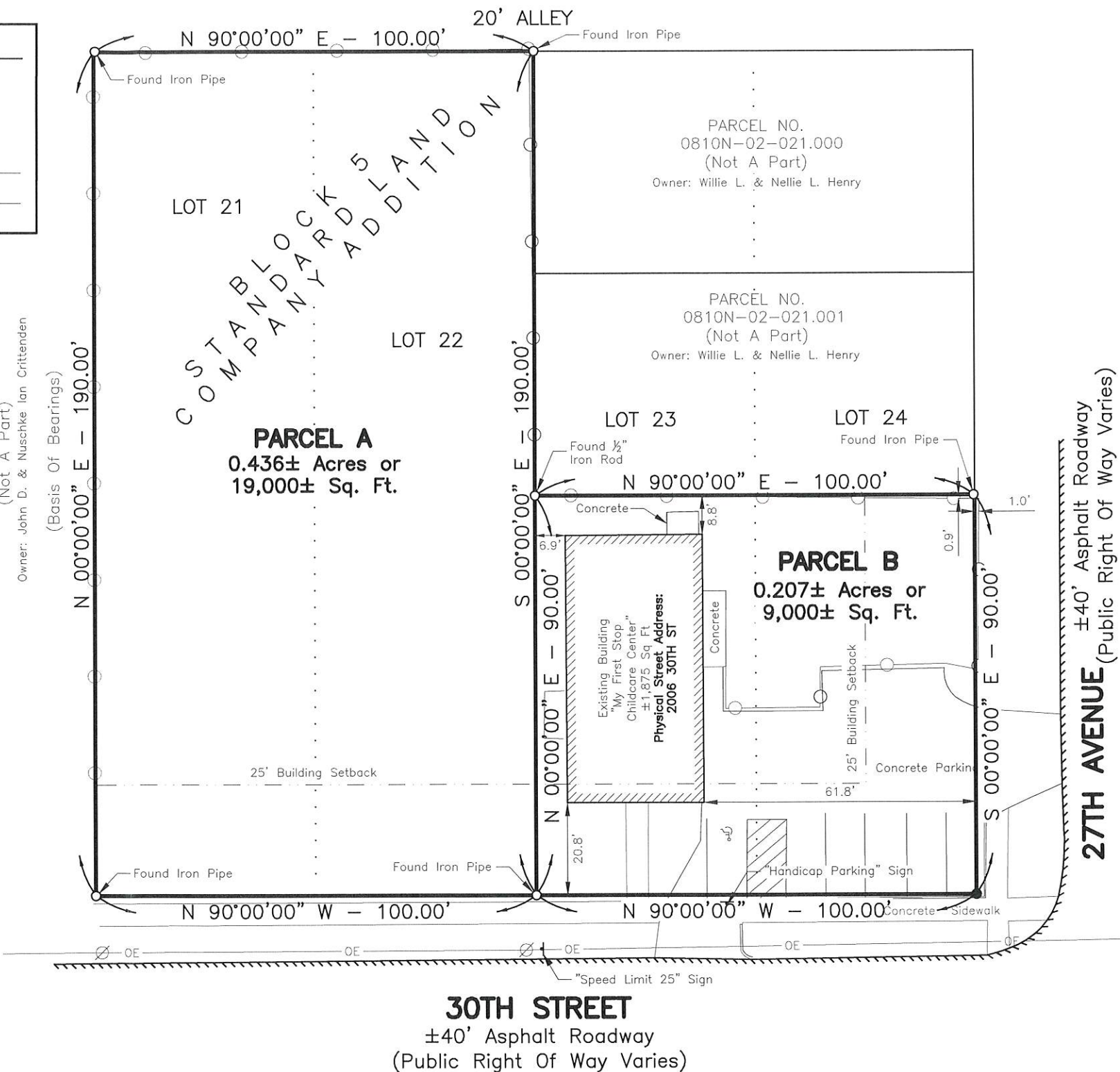
This is to certify to STEVEN AUSTIN that this survey was done by me or under my direct supervision and control, that the survey was done on the ground and was done in accordance with the most recent Minimum Standards of Practice for Land Surveyors as set forth by the State of Mississippi, Board of Licensure for Professional Engineers and Surveyors and that the accuracy specification and positional tolerances are in accordance with Class "B" surveys indicated in the above standards. I also certify there are no visible encroachments across any property lines except as shown.

Wayne M. Vice Jr., P.S.,

This survey plat is not valid without the raised or colored seal and signature of the Registered Land Surveyor.



PARCEL NO.
0810N-02-019.000
(Not A Part)
Owner: John D. & Nuschke Ian Crittenden



T 7 S - R 11 W
SECTION 33

CASSADY-ACADIA
LAND SURVEYING, LLC Since 1947
Louisiana • Mississippi • Texas • Alabama
1714 22nd Avenue, Gulfport, Mississippi 39501
Phone • (228)896-7155 Fax • (228)896-8405
Email • Surveys@Cassady-Acadia.com

FIELD WORK COMPLETED ON: July 28, 2022

PLAT SHOWING RESUBDIVISION
OF
PARCEL 0810N-02-023.000
INTO PARCEL A & PARCEL B
MUNICIPAL: #2006 30TH STREET
CITY OF GULFPORT,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI

CERTIFICATE OF RESUBDIVISION

In accordance with Section 9-48 of the Code of Ordinance (Subdivision Regulations) of the City of Gulfport as amended, it is hereby certified that the Gulfport City Planning Commission Chairman and Gulfport City Council have reviewed and approved this Final Plat for the Resubdivision of "PARCEL 0810N-02-023.000" in Section 33, Township 7 South, Range 11 West into Parcel "A" and Parcel "B". The subject property is generally described as being located north of 30th Street and west of 27th Avenue. The ad valorem tax parcel number of the subject property is 0810N-02-023.000 (Instrument No. 2010-5866-D-J1). The Case File Number is _____.

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

PARCEL NO. 0810N-02-023.000 (Instrument #2010-5866-D-J1)

Lots 21 and 22, and the South 90 feet of Lots 23 and 24, Block 5, STANDARD LAND COMPANY'S ADDITION, 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 and subject to any and all recorded restrictive covenants, right of way, easements, and prior reservations of any oil, gas, minerals, and other rights.

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

LEGAL DESCRIPTION OF PARCEL A: AS PER SURVEY

A certain tract or parcel of land designated as "Parcel A", located in Section 33, Township 7 South, Range 11 West, Harrison County, State of Mississippi, being more particularly described as follows:

Lots 21 & 22, Block 5, STANDARD LAND COMPANY ADDITION

Said parcel containing 0.436 acres, more or less.

LEGAL DESCRIPTION OF PARCEL B: AS PER SURVEY

A certain tract or parcel of land designated as "Parcel B", located in Section 33, Township 7 South, Range 11 West, Harrison County, State of Mississippi, being more particularly described as follows:

The South 90 feet of Lots 23 & 24, Block 5, STANDARD LAND COMPANY ADDITION

Said parcel containing 0.207 acres, more or less.

SHEET 3 OF 4

**CASSADY-ACADIA**
LAND SURVEYING, LLC *Since 1947*
Louisiana • Mississippi • Texas • Alabama
1714 22nd Avenue, Gulfport, Mississippi 39501
Phone • (228)896-7155 Fax • (228)896-8405
Email • Surveys@Cassady-Acadia.com

FIELD WORK COMPLETED ON: July 28, 2022

PLAT SHOWING RESUBDIVISION
OF
PARCEL 0810N-02-023.000
INTO PARCEL A & PARCEL B
MUNICIPAL: #2006 30TH STREET
CITY OF GULFPORT,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI

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

Ratified and Approved by:

Steven A. Austin
(Signature)

By: Steven A. Austin, Owner

This 11 day of August, 2022.

ACKNOWLEDGE

Before me, the undersigned, personally appeared the aforementioned Steven A. Austin, who acknowledged that he is the Owner and he accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth.

Sierra R. Carr
NOTARY PUBLIC

My Commission Expires: 3/13/2026



PLANNING COMMISSION

Submitted to and approved by the Gulfport City Planning Commission on the _____ day of _____, 2022.

Gulfport City Planning Commission
Keith Williams

Planning Division Administrator
Gregory Holmes

APPROVAL

Submitted to and approved by the City of Gulfport, City Council, at the regular meeting of said Council held on the _____ day of _____, 2022.

ATTEST:

ADOPT:

CLERK OF COUNCIL
Brittany Rodgers

PRESIDENT OF COUNCIL
F. B. "Rusty" Walker, IV

This resubdivision plat and Certificate of Resubdivision, having been submitted and approved by the Mayor, this _____ day of _____, 2022.

BILLY HEWES, MAYOR

SHEET 4 OF 4

 **CASSADY-ACADIA**
LAND SURVEYING, LLC Since 1947
Louisiana • Mississippi • Texas • Alabama
1714 22nd Avenue, Gulfport, Mississippi 39501
Phone • (228)896-7155 Fax • (228)896-8405
Email • Surveys@Cassady-Acadia.com

FIELD WORK COMPLETED ON: July 28, 2022



1st Judicial District
Instrument 2010 5866 D - J1
Filed/Recorded 9/ 1/2010 12:20 N
Total Fees \$ 15.00
2 Pages Recorded

Prepared by and after recording return to:
Michael B. McDermott, MS Bar No. 2379
Page, Mannino, Peresich & McDermott, P.L.L.C.
759 Vieux Marche' Mall
Biloxi, MS 39530
(228) 374-2100

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned,

JACK W. ROGERS and JEAN R. ROGERS
P. O. Box 5326
Moss Point, MS 39563
(228)475-9959

do hereby sell, convey and warrant unto

STEVEN A. AUSTIN
2609 Carnes Crossing Way
Jonesboro, GA 30236
(228)326-4149

the following described real property, together with all improvements thereon, located in the First Judicial District of Harrison County, Mississippi, more particularly and certainly described as follows:

Lots 21 and 22, and the South 90 feet of Lots 23 and 24, Block 5, STANDARD LAND COMPANY'S ADDITION, 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, and subject to any and all recorded restrictive covenants, rights of way, easements, and prior reservations of any oil, gas, minerals, and other rights.

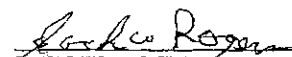
INDEXING INSTRUCTIONS: Lots 21 & 22 and the S 90' of Lots 23 & 24, Block 5, Standard Land Company's Addition, 1st J.D. Harrison County, Mississippi.

2

This conveyance is subject to all restrictions, reservations and easements affecting said property on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

Ad valorem taxes for the year 2010 have been prorated between the parties hereto and the obligation to pay same is assumed by the Grantee herein, who will pay same when due.

WITNESS our signatures on this the 26th day of August, 2010.


JACK W. ROGERS


JEAN R. ROGERS

STATE OF MISSISSIPPI
COUNTY OF ~~HARRISON~~ JACKSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction, the within named JACK W. ROGERS AND JEAN R. ROGERS, who acknowledged that ~~he/she~~ they signed and delivered the above and foregoing instrument on the day and year therein set forth and mentioned.

GIVEN UNDER MY HAND, and official seal of office, this 26th day of August, 2010.


NOTARY PUBLIC

My Commission Expires:

03/26/2013

(SEAL)



41881

PERMITS/INSP PAYMENT RECPT#: 11429888
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 08/11/22 TIME: 13:01
CLERK: mcunningh DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 185.00

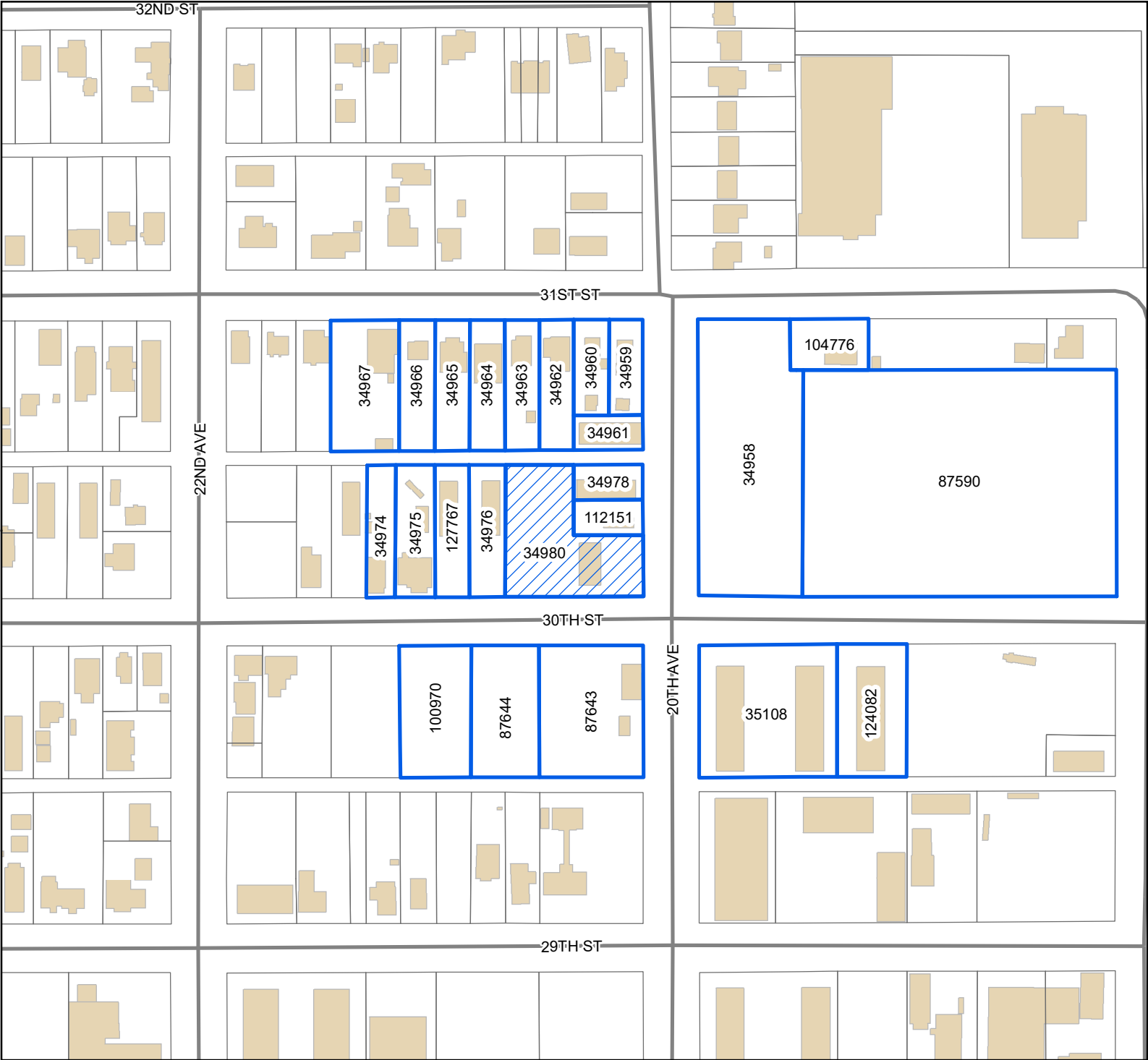
AMOUNT PAID: 185.00

PAID BY:
PAYMENT METH: CHECK
6355

REFERENCE:

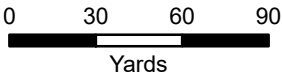
AMT TENDERED: 185.00
AMT APPLIED: 185.00
CHANGE: .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	34980	0810N-02-023.000	AUSTIN STEVEN A (OWNER)	11100 JASON DRIVE	PASS CHRISTIAN	MS	39571
			Adjacent Property Owners (2209PC175)				
	104776	0810O-02-007.001	ROBINSON REBECCA ANDERSON	1925 31ST ST	GULFPORT	MS	39501
N	34958	0810N-02-001.000	GULFPORT CITY OF				0
	34964	0810N-02-007.000	GUTIERREZ ERWIN A	2019 31ST STREET	GULFPORT	MS	39501
	34966	0810N-02-009.000	GEORGE TIMOTHY A & TENA M	30965 WELLINGTON CT	SPANISH FORT	AL	36527
	34962	0810N-02-005.000	ARANDA PARMENIDES AGUIRRE	2011 31ST ST	GULFPORT	MS	39501
	34963	0810N-02-006.000	AGUIRRE PARMENIDES	2001 31ST STREET	GULFPORT	MS	39501
	34959	0810N-02-002.000	AGUIRRE-ARANDA PARMENIDES	2001 31ST STREET	GULFPORT	MS	39501
	34960	0810N-02-003.000	THOMAS JAMES D & CONSTANCE	2007 31ST ST	GULFPORT	MS	39501
N	87590	0810O-02-008.000	GULFPORT CITY OF				0
	34961	0810N-02-004.000	BIELEFELDT IRVIN	3017 20TH AVE	GULFPORT	MS	39501
	34965	0810N-02-008.000	CARTAGENA MIGUEL A & CRUZ MARIA M	2021 31ST ST	GULFPORT	MS	39501
	34967	0810N-02-010.000	CLARK ROBERT C JR	2107 31ST ST	GULFPORT	MS	39501
	112151	0810N-02-021.001	HENRY NELLIE L	1318 22ND ST	GULFPORT	MS	39501
N	34978	0810N-02-021.000	HENRY NELLIE L	1318 22ND ST	GULFPORT	MS	39501
	100970	0810N-02-026.002	STATE OF MISS 6/8/2020	P O BOX 136	JACKSON	MS	39205
	34975	0810N-02-018.000	VARGAS JOSUE & ELIZABETH	2100 30TH ST	GULFPORT	MS	39501
	34974	0810N-02-017.000	MALLEY RENTALS LLC	1079 TINA LADNER-VICK FAYE RD	PASS CHRISTIAN	MS	39571
	87643	0810N-02-025.000	TYLER MILDRED -EST-	1521 NW 79TH TERRACE	PEMBROKE PINES	FL	33024
	34976	0810N-02-019.000	CRITTENDEN JOHN D & NUSCHKE IAN	24080 ANNO SAUCIER	GULFPORT	MS	39503
	87644	0810N-02-026.000	STATE OF MISS 6/8/2020	P O BOX 136	JACKSON	MS	39205
	124082	0810O-02-042.000	MCCULLOUGH RENTALS LLC	20337 ROBINSON ROAD	GULFPORT	MS	39503
	127767	0810N-02-019.001	BURNS TODDRICK B & KNIGHTEN LORETTA	15332 VICK RD	GULFPORT	MS	39503
N	35108	0810N-02-024.000	MCCULLOUGH RENTALS LLC	20337 ROBINSON ROAD	GULFPORT	MS	39503



Legend

- Site
- Adjacent Properties
- Street
- Buildings



1 inch = 200 feet



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

D. J.

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:****IPL0093233****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

59.40

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**

October 6, 2022 11:35:41 AM EDT

Amount:

59.40

SCHEDULE FOR AD NUMBER IPL00932330

October 12, 2022

SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00932330**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 PM., Thursday, October 27, 2022 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Zoning Map Amendment 2209PC151, by owners Kenneth & Sherry Simmons, tax parcels 0910N-01-007.000, request to rezone from B-2 (General business) to R-B (Residence business) Ward 4

Resubdivision 2209PC175, by owner Steven Austin, tax parcel 0810N-02-023.000, Divide into two new parcels, 2006 30th Street, Zoned B-2 (General business), Ward 3

Zoning Map Amendment 2204PC077, by owner Gulf Coast Shipyard Realty, LLC, tax parcel 0909F-01-001.002, Request to rezone from I-2 (Heavy Industry) to I-3 (Planned industrial park), 13085 Seaway Rd, Ward 5

Planning Commission Approval 2210PC178, by agent John Dixon, tax parcel 0808L-02-017.000, Request approval to allow a medical dispensary use, 11370 HWY 49 Suite G, Zoned B-4 (Highway business), Ward 7

Zoning Map Amendment 2210PC181, by agent Derek Bjornstad, tax parcel 0711K-03-002.000, Request to rezone property from R-1-7.5 (Single-family) to R-2 (Single-family), 4707 Old Pass Rd, Zoned R-1-7.5 (Single-family), Ward 1

Zoning Text Amendment 2210PC184, by CRC Westside, amends the SmartCode Zoning Ordinance, as amended, Section 1.8.1 Damage Due to Emergency Conditions, Section 4.11.1 Damage Due to Emergency Conditions, and Section 5.12.1 Damage Due to Emergency Conditions.

Planning Commission Approval 2210PC185, by agent Stacy Craig, tax parcel 1007M-01-072.000, Request home occupation for a handyman, 13204 Curtis St, Zoned R-E (Residence estate), Ward 6

Zoning Map Amendment 2210PC186, by agent Ashleigh M. Vignes, tax parcel 0908M-01-010.000, Request to rezone from R-1-10 (Single-family) to B-1 (Neighborhood business), 13499 Dedeaux Rd, Ward 5

Special Exception 2210SE188, by agent Frankie Jackson, tax parcel 0809E-02-004.000, Requests a tattoo parlor use, 10000 Factory Shops Blvd, Suite 235, Zone B-4 (Highway business), Ward 3

Planning Commission Approval 2210PC190, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive body repair, 2601 15th Ave, Zoned B-2 (General business), Ward 3

Zoning Map Amendment 2210PC191, by agent Donovan Scruggs, tax parcels 1009M-03-006.000 & 1009M-03-004.000, Requests to rezone property from R-1-7.5 (Single-family) to B-1 (Neighborhood business), 11451 and 11463 Hillcrest Rd, Ward 4

Zoning Map Amendment 2210PC192, by agent Schwartz, Orgler & Jordan, PLLC, tax parcels 1010E-02-008.000 & 1010E-02-008.001, Requests to rezone property from T3 (Sub-Urban Zone) to T4+ (General Urban Zone "Plus"), 1285 Spring St, Ward 4

This the 5th day of October, 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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

CITY OF GULFPORT PLANNING COMMISSION

2209PC175

TRANSCRIPT OF HEARING

October 27, 2022

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 27TH DAY OF OCTOBER 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
HAROLD SPANN
GARLON PEMBERTON

STAFF PRESENT:

GREG HOLMES
MATILDA WELCH
LORAIN HUGHES
KEVIN BROWN
CORY LONG

ALSO PRESENT:

MARGARET MURDOCK, City Attorney

1 MR. BROWN: Resubdivision 2209PC175 has been
2 duly and timely notified as required by law. The applicant
3 requests to divide into two new parcels 2006 30th Street
4 zoned B-2 general business, Ward 3. A copy of the packet
5 Exhibit A is considered hereby offered to the record.

6 MR. WILLIAMS: Thank you.

7 Is someone here speak for this request?

8 MR. AUSTIN: Yes, sir. Me.

9 MR. WILLIAMS: All right. If you'll come up.

10 MR. AUSTIN: I didn't fill a copy out because
11 I didn't know I needed to speak.

12 MR. WILLIAMS: That's all right. If you'll
13 give us your name and address.

14 MR. AUSTIN: My name is Steven Austin.
15 Address 11100 Jason Drive. That's in Pass Christian.

16 MR. WILLIAMS: Okay. If you want to just
17 briefly tell us what you're trying to do with this.

18 MR. AUSTIN: I'm just trying to subdivide the
19 piece of property that was presented with the paperwork
20 there.

21 MR. WILLIAMS: Okay.

22 MR. AUSTIN: And that's about it, sir.

23 MR. WILLIAMS: Okay. Commissioners, any
24 questions of the applicant right now?

25 All right. If something comes up, we'll

1 bring you back up. So if there's any questions, we'll get
2 you to answer them for us. Thank you.

3 MR. AUSTIN: Yes, sir. Appreciate it.

4 MR. WILLIAMS: Anyone else here to speak for
5 the request?

6 Anyone here to speak against this request?

7 Commissioners, you've had a chance to review
8 it. I think it's a fairly simple resubdivision. So any
9 questions of the staff? Or a motion, please.

10 MR. SELLERS: Mr. Chairman, I move we approve
11 Case File 2209PC175, and there were two minor conditions and
12 put that in the motion, as well.

13 MR. WILLIAMS: Thank you.

14 Do I have a second?

15 MR. SPANN: Second.

16 MR. WILLIAMS: Got a motion and a second to
17 approve the case with the conditions that were stated by the
18 staff. Any further discussion? All those in favor signify
19 by saying aye. Any opposed?

20 All right. It's been approved, sir. Thank
21 you.

22 (Unanimous vote.)

23

24

25

BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2209PC175

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 27th day of October 2022.

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

Witness my signature this the 2nd day of November 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: December 6, 2022

Re: Ordinance - rezoning a tax parcel from B-2 (General business) to R-B (Residence business) - Case # 2209PC151 - Ward 4.

Zoning Map Amendment 2209PC151, by owners Kenneth & Sherry Simmons, tax parcels 0910N-01-007.000, request to rezone from B-2 (General business) to R-B (Residence business) Ward 4

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Cory Long, Planning Administrator
Urban Development Department

Date: November 23, 2022

Re: Zoning Map Amendment 2209PC151, by owners Kenneth & Sherry Simmons, tax parcels 0910N-01-007.000, request to rezone from B-2 (General business) to R-B (Residence business) Ward 4

Planning Commission recommendation: To approve applicant request.

Motion: Mrs. Adolph

Second: Mr. Pemberton

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

Action: Motion was carried unanimously.

Speaking for the Petition:

1. Mr. Simmons

Speaking against the Petition: None

On October 27, 2022, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for December 6, 2022.

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2209PC151

Hearing Date: October 27, 2022

Current Zoning/Use: R-2 / Single-family homes and vacant

Legal: Zoning Map Amendment 2209PC151, by owners Kenneth & Sherry Simmons, tax parcels 0910N-01-007.000, request to rezone from B-2 (General business) to R-B (Residence business) Ward 4

TECHNICAL DETAILS

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

When requesting rezoning of real property, **an applicant must prove, by clear and convincing evidence**, one of the following:

1. That there was a mistake in the original zoning, or
2. That the character of the neighborhood has changed to such an extent as to justify reclassification, **and** that there was a public need for rezoning.

The applicant requests to rezone approximately 30,000 square feet of property from B-2 (General Business) to an R-B (Residence business) zone. Currently, the property is vacant. The current zoning does not allow for single-family uses, the expansion of it, or substantial modification.

According to the City's 2002 Comprehensive Plan, this area was intended to become commercial. Specifically meaning, the existing use of single-family was intended to go away.

The applicant stated mistake as a justification of change as required by ordinance and application:

1. The applicant paraphrases mistake or error as, "I believe when the city zoned all of these single family homes commercial, people only heard how the property value would go up. I am sure there was no mention of the fact single family home[s] would be force out." While this statement may or may not satisfy the intention of error, this does lean to an uninformed decision when adopting the zoning regulations for this area. These homes were built 1948-1962 (see attached tax records), which well pre-date the 1979 zoning ordinance.
2. Need is not addressed by the applicant.

Technical Report

Zoning Map Amendment

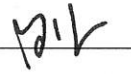
EXECUTIVE SUMMARY

This application is the same as the one before, with the exception of a staff oversight which did not include all of the parcels in the rezoning effort by the applicant.

These homes predate the 1979-zoning ordinance and were rendered non-conforming by the ordinance adoption. Being non-conforming these homes were placed in position of forced change instead of a zoning district like R-B that would allow for a gradual change. As such, an intentional business area should have been the goal for the area. With that being unstated anywhere, it leans to an oversight or error in the plan development.

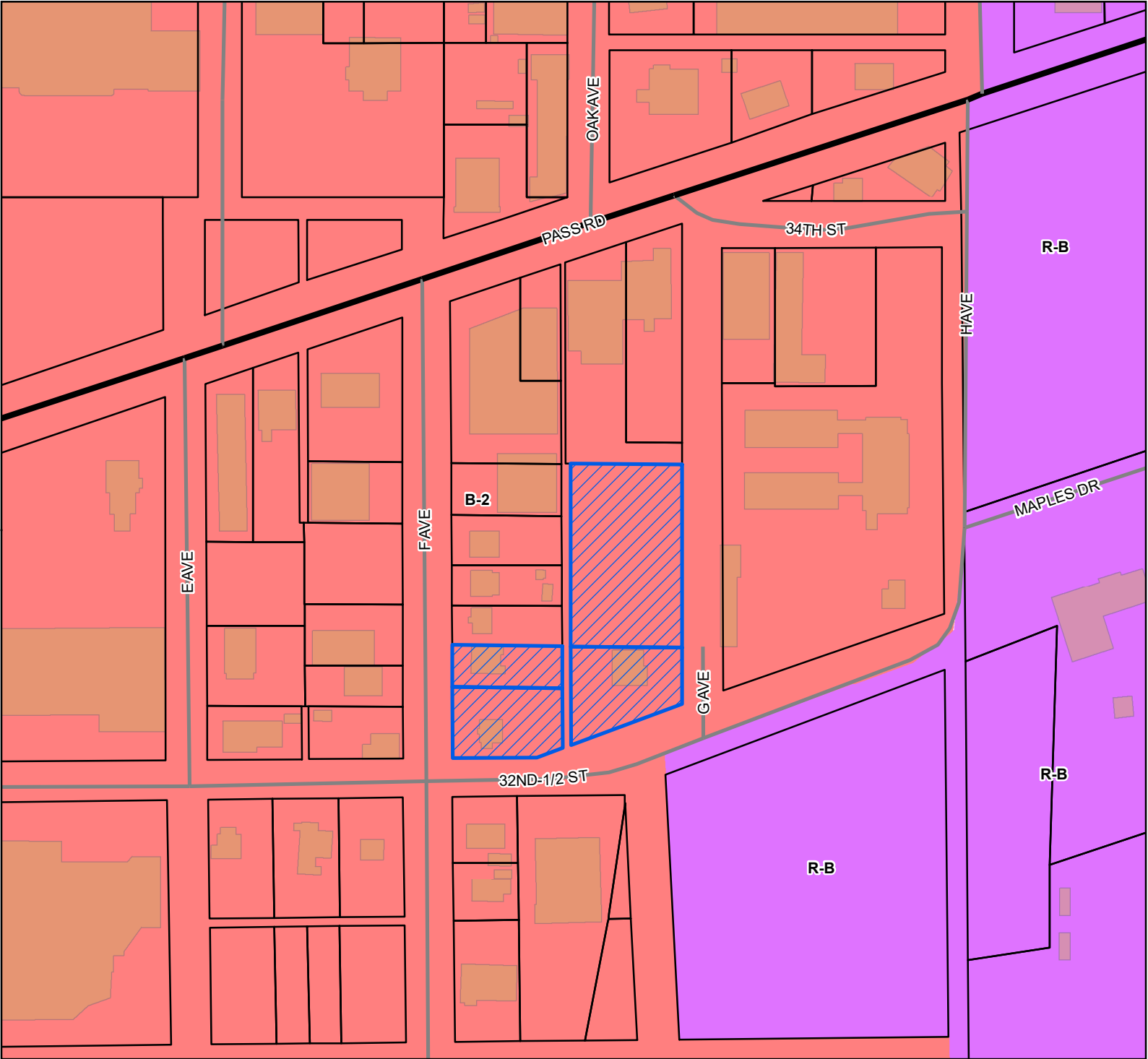
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo

Director of Urban Development Department



Site

US or State Highway

Street

Parcels

Buildings

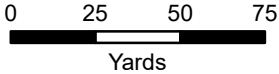
Zoning

B-2 - General Business District

R-B - Residence-Business District

Site Information

0910N-01-006.000
 0910N-01-016.000
 0910N-01-015.000
 0910N-01-007.000
 Zoning: B-2
 (GENERALBUSINESS)
 Size: 1.42 acres
 Flood: X



1 inch = 170 feet



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



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

For Staff Use Only

Case File #: 2209PC151

Date Received: 7/18/2022

Receipt #: _____

Received By: _____

Zoning: B-2

Ward: _____ Flood: _____

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

Property Information

TAX PARCEL #

0	9	1	0	N	-	0	1	-	0	0	6	•	0	0	0
0	9	1	0	N	-	0	1	-	0	1	6	•	0	0	0
0	9	1	0	N	-	0	1	-	0	1	5	•	0	0	0

Page 1 of 3
(If necessary, use separate sheet of paper)

Address of Property Involved: 3235 G AVE, 3332 F AVE, 3236 F AVE, Gpt

Lot(s) 20-28, Block(s) B, Subdivision Jordan and McGuire Subdivision ^{KRS}

General Location: Harrison County, 35-7-11 PPIN 083858, 31222, 31221 ^{Subdivision}

GENERAL DESCRIPTION OF REQUEST:

Request to rezone from B-2 to R-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

Kenneth & Sherry Simmons

Printed Name Of Owner

2492 Tandy Dr

Mailing Address

Gulfport MS 39503

City

State

Zip code

228-832-1016 228-669-0582

Home Phone

Work/Cell Phone

kkingu@att.net

Email

Kenneth Ray Simmons Jr

Signature Of Owner

Printed Name Of Agent

Mailing Address

City

State

Zip code

Home Phone

Work/Cell Phone

Email

Signature Of Agent

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



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



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 #

0	9	1	0	N

 -

0	1

 -

0	0	7

 •

0	0	0

Page 2 of 3
(If necessary, use separate sheet of paper)

Address of Property Involved: 32nd 1/2 ST

Lot(s) 29-37, Block(s) B, Subdivision Jordan and McGuire

General Location: Harrison County 35-7-11 PPIN 31225 ^{subdivision}

GENERAL DESCRIPTION OF REQUEST:

Request to rezone from B-2 to R-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

Kenneth & Sherry Simmons

Printed Name Of Owner

2492 Tandy Dr

Mailing Address

Gulfport MS 39503

City

State

Zip code

228 832 1016

Home Phone

Work/Cell Phone

kkingu@att.net

Email

Kenneth Ray Simmons Jr.
Sherry Simmons

Signature Of Owner

Printed Name Of Agent

Mailing Address

City

State

Zip code

Home Phone

Work/Cell Phone

Email

Signature Of Agent

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



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

Page 3 of 3

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

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

NAME OF OWNER (PRINT) Kenneth Ray Simmons Jr
 ADDRESS (STREET, CITY, STATE, ZIP CODE) 2492 Tandy Dr Gulfport MS 39503

PHONE # (H) 228 832 1016 (W) _____ 0910N-01-007-000

TAX PARCEL NUMBER(S) OWNED 0910N-01-006-000, 0910N-01-016-000, 0910N-01-015-000,

SIGNATURE: Kenneth Ray Simmons Jr.

NAME OF OWNER (PRINT) Sherry Ann Simmons

ADDRESS (STREET, CITY, STATE, ZIP CODE) 2492 Tandy Dr Gulfport MS 39503

PHONE # (H) 228 832 1016 (W) 228 669-0582 0910N-01-007-000

TAX PARCEL NUMBER(S) OWNED 0910N-01-006-000, 0910N-01-016-000, 0910N-01-015-000,

SIGNATURE: Sherry Ann Simmons

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: Self: Kenneth Ray Simmons Jr

Request to rezone 4 properties

3235 G AVE, 3236 F AVE, 3332 F AVE and a Parcel 0910N-01-007.000 PPIN 31225 on 32ND ½ ST

The reason for me wanting to rezone my property at this time is damage to the roof on 2 of my houses. I can't get a permit approved to repair the roof on 3236 F Ave because it is a single family home on commercial property; 3235 G AVE was approved because it was under the 10% rule. I have a Daughter, Son, and 2 Brother.-in-laws living on this property now. I do try and make repairs as I can to keep the property up and livable. I have no desire to become a landlord and I have no plans to sell any of my property, the family connection to me makes me keep it. I have allowed some relative to stay on the property till they get on their feet and can move on; I do ask them to pay utilities which they do most of the time. I have 4 properties and 3 houses which were built in the 40's and 50's, they are all fenced in together, they belonged to my parents and Grandparents, from the time I was 1 year old till I went in the Army I lived on the property.

The damage to the roof on 3236 F AVE was caused by a 24" diameter limb breaking off the trunk of an oak tree from the vacant lot next door. It occurred during a thunder storm about 5 months ago. The worst of the damage was cause by a 10" and 5" limb landing on the roof. There is no sign of water leaking inside the house but the outer edge of the roof is broken up in places and need repair. The repair will have to tie the outer edge of the roof to studs inside and above the wall to provide strength on the outer edge of the roof.

I would like to rezone my 4 properties from Commercial B-2 to Residential/Business R-B. The property across the street from 3235 G AVE is zoned R-B. I would like to rezone all 4 properties to be able to repair and replace fixtures, fences, buildings in the future when a permit is needed.

Kenneth Ray Simmons 07/16/2022



Sherry Ann Simmons 07/16/2022



Kenneth & Sherry Simmons
2492 Tandy Drive
Gulfport, MS 39503

Home (228) 832-1016

The application requirements sheet asked if anyone else might want to be notified of plans to change the zoning of my property. I think Russell Lee Fortner might want to know because he was trying to make some changes on his property and could not get a permit. He lives at address 3240 F AVE and also own 3238 F AVE. He told me he was turned down for a permit because it is a single family home on commercial property, and he could not build the additional structure.

When the city zoned my property commercial I believe it should have been R-B to allow for the single family homes. Single family homes makes up most of the neighborhood, and few small businesses which have moved in since the zoning change would be covered by R-B.

I would like to have my property rezoned from B-2 to R-B for several reasons. My understanding is my only option is R-B from B-2 because the property next to me is R-B. Many if not most of the single family homes in my neighborhood have no option to keep up our property unless done without a permit, which forces people to break rules/laws. Many if not most of the property in my area is single family homes but zoned commercial. I have no idea when the property was changed to commercial zoned but I am sure my parents and Grandparents did not know about the 10% rule. I was denied a permit because the only repairs I can make has to total less than 10% the value of my house. That is a total of all repair for as long as I own the property added together must be less than 10% the value of my house or I get no permit.

I believe when the city zoned all these single family homes commercial, people only heard how the property value would go up. I am sure there was no mention of the fact single family home would be forced out. When the city does not allow you to repair your home and it falls victim to the elements then the city forces you to tear it down and will not permit a single family home rebuilt. That may be why I have a vacant lot next to 3236 F AVE. The house had not been repaired and the roof was falling in and the city forced them to tear the house down. I know Mrs. Cooley growing up which owned the house when I was a kid. I understand her Granddaughter owned it but recently sold it to the neighbor on the other side of her property, Russell.

I do believe the character of the neighborhood has changed some over the last 40 year but it is still mostly family homes and small business which is covered by R-B. I ask you to allow our home owners to be allowed to keep and maintain our property in a livable state of being without us having to break city rules/laws.

Kenneth & Sherry Simmons

F.

1) Interest

Kenneth Ray Simmons & Sherry Ann Simmons
2492 Tandy Drive
Gulfport, MS 39503
Owner of property

2) Development Schedule

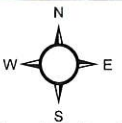
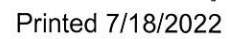
Need repair roofs on house, start as soon as the permit is approved. Finish from what I understand may be December.

3) Effect of Amendment

Require change in Zoning map because of 10% rule. All 4 sides of 3236 F Ave has single family homes around ~~the~~ the property. There should be no negative effect on surrounding property.

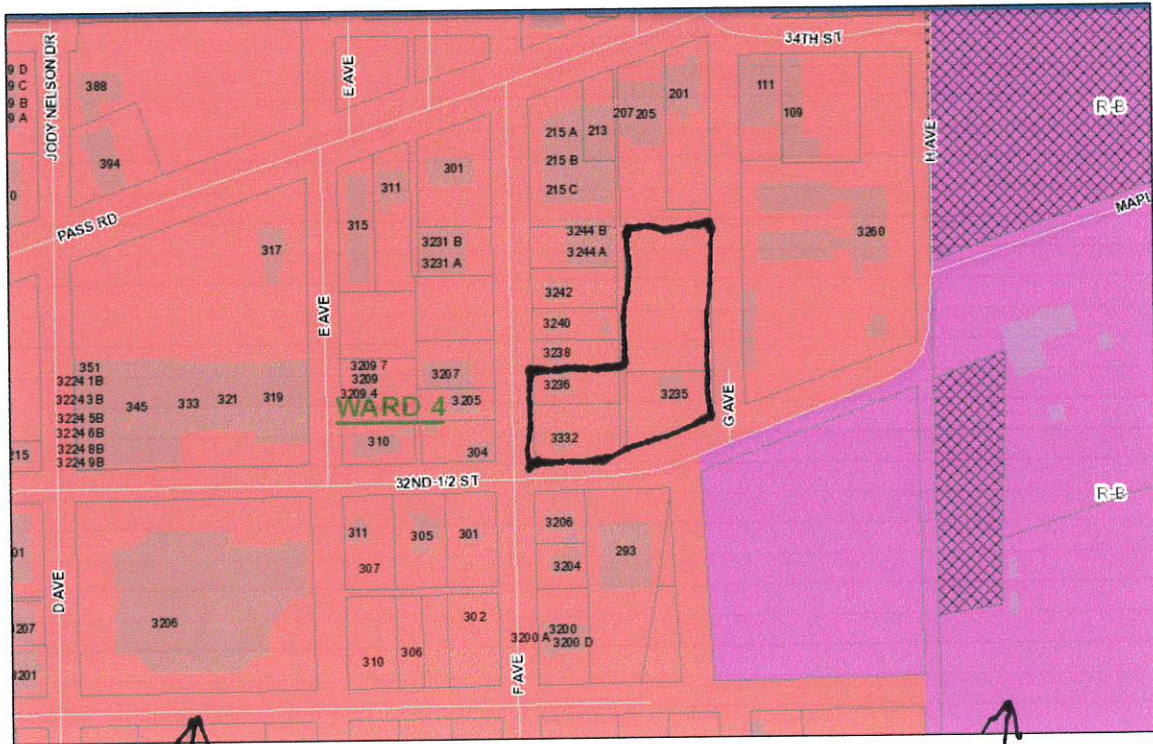
4) Error

Rezone to R-B will allow for the repair of single family homes. The area is mostly single family home with some small Bussiness in the area. R-B will provide for all property owners in my area.



- Addresspoints
- Minor/Residential
- WaterFeatures
- Parcels

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.



B-2

R-B

LRMINQ01 APPRINQ42
Library 2022

SIMMONS KENNETH RAY JR & SHERRY ANN
2492 TANDY DR

LAND ROLL MAINTENANCE

LRWINQ01/HC

Parcel 0910N-01-007.000
Alt Parcel 0910N-01-007.000
Exempt Code
Subdivision 00354
JORDAN AND MCGUIRE
Neighborhood

PPIN 31225
Tax District 2G

C/S/Z GULFPORT MS 39503
Sect/Twn/Rng 35 07 11 Blk 00B St 32ND 1/2 ST
Cls C-Acres C-Value U-Acres U-Value T-Acres Improved True Assessed

1

2

27945
27945

27945
27945

4192
4192

Homestead Type 1=065 2=DAV 3=DIS 4=Reg Reg 100 DAV
Mtg Eligible for Class 1 N (Y/N)
New Value Added F-Fire 0-Override Deed Ref. 2016-0001552-D-J1
Drainage Code Benefit Price Total Deed Date 3 / 14 / 2016

Roll: Page Line Added
County 15610 4 By
City School Changed 10 25 2016
By SLL1

Levee Benefits X .05 =
F3-NEXT PARCEL, F5-LEGAL, F6-ADDENDUM, F7-DEEDS, F8-FLAGS, F9-OPTIONS F10-PRINT
F3 For next record



John 1st Judicial District
Instrument 2016 1552 D -J1
Filed/Recorded 3/14/2016 09:43 A
Total Fees \$ 20.00
2 Pages Recorded

1

GRANTOR'S ADDRESS:

Kenneth Ray Simmons, Jr.
2492 Tandy Drive
Gulfport, MS 39503
228-832-1016

GRANTEES' ADDRESS:

Kenneth Ray Simmons, Jr.
Sherry Ann Simmons
2492 Tandy Drive
Gulfport, MS 39503
228-832-1016

PREPARED BY AND RETURN TO:

Dara Skinner, Attorney at Law
P.O. Box 10256, Gulfport, MS 39505
15045 Dedeaux Road, Gulfport, MS 39503
Tel. (228) 831-0948 Fax (228) 831-1319
MS Bar No. 10207
E-mail: daraskinner@bellsouth.net

INDEXING INSTRUCTIONS:

Lots 29 to 37, inclusive, Block B, Jordan and McGuire Subdivision, 1st Judicial District of Harrison County, Mississippi. §35-7-11, Parcel #0910N-01-007.000. PPIN #31225.

STATE OF MISSISSIPPI
COUNTY OF HARRISON
1ST JUDICIAL DISTRICT

TITLE NOT EXAMINED

QUITCLAIM DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor, Kenneth Ray Simmons, Jr., does hereby sell, convey, and quitclaim unto

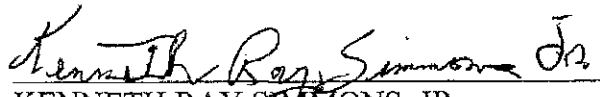
Grantees, Kenneth Ray Simmons, Jr. and Sherry Ann Simmons, husband and wife, not as tenants in common but as joint tenants with full rights of survivorship, all of his right, title, and interest in and to the following described real property, together with all improvements thereon and all appurtenances thereunto belonging, situated in the First Judicial District of Harrison County, Mississippi, to-wit:

Lots 29 to 37, inclusive, Block B, Jordan and McGuire Subdivision, 1st Judicial District of Harrison County, Mississippi. §35-7-11. Parcel #0910N-01-007.000. PPIN #31225.

Taxes for the year 2016 are hereby assumed as the sole responsibility of the Grantees herein.

This conveyance is subject to any and all recorded restrictive covenants, rights-of-way, easements, and the prior reservation of any oil, gas, and other mineral rights.

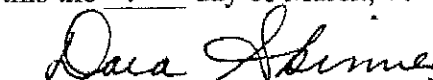
WITNESS MY SIGNATURE, this the 10 day of March, 2016.

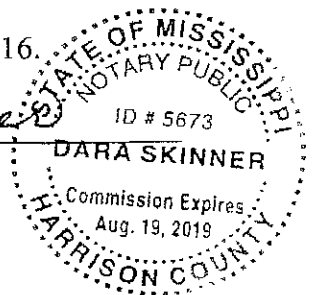

KENNETH RAY SIMMONS, JR.

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10 day of March, 2016, within my jurisdiction, the within named, Kenneth Ray Simmons, Jr., who acknowledged that he executed the above and foregoing instrument on the day and year therein written as his free and voluntary act and deed.

Witness my hand and official seal of office, this the 10 day of March, 2016.


NOTARY PUBLIC



LRMINQ01 APPRINQ42
Library 2022
SIMMONS KENNETH RAY JR & SHERRY ANN
2492 TANDY DR

LAND ROLL MAINTENANCE

Parcel 0910N-01-015.000
Alt Parcel 0910N-01-015.000
Exempt Code Tax District 2G
Subdivision 00354
JORDAN AND MCGUIRE
Neighborhood

LRWINQ01/HC
PPIN 31221

C/S/Z GULFPORT
Sect/Twn/Rng 35 07 11 Blk 00B St 3236 F AVE
Cls C-Acres C-Value U-Acres U-Value T-Acres Improved True Assessed

1
2

8280
8280

19566
19566

27846
27846

4177
4177

Homestead Type 1=065 2=DAV 3=DIS 4=Reg Reg 100 DAV
Mtg Eligible for Class 1 N (Y/N)
New Value Added F-Fire 0-Override Deed Ref. 2016-0001551-D-J1
Drainage Code Benefit Price Total Deed Date 3 / 14 / 2016

Roll: Page Line Added
County 15610 2 By
City School Changed 10 25 2016
School By SLL1

Levee Benefits X .05 =
F3-NEXT PARCEL, F5-LEGAL, F6-ADDENDUM, F7-DEEDS, F8-FLAGS, F9-OPTIONS F10-PRINT
F3 For next record

LRMINQ01 APPRINQ42
Library 2022
SIMMONS KENNETH RAY JR & SHERRY ANN
2492 TANDY DR

LAND ROLL MAINTENANCE

Parcel 0910N-01-016.000
Alt Parcel 0910N-01-016.000
Exempt Code
Subdivision 00354
JORDAN AND MCGUIRE
Neighborhood

LRWINQ01/HC
PPIN 31222
Tax District 2G

C/S/Z GULFPORT
Sect/Twn/Rng 35 07 11 Blk 00B St 3332 F AVE
Cls C-Acres C-Value U-Acres U-Value T-Acres Improved True Assessed

1
2

19758
19758

12992
12992

32750
32750

4913
4913

Homestead Type 1=065 2=DAV 3=DIS 4=Reg Reg 100 DAV
Mtg Eligible for Class 1 N (Y/N)
New Value Added F-Fire 0-Override Deed Ref. 2016-0001551-D-J1
Drainage Code Benefit Price Total Deed Date 3 / 14 / 2016

Roll: Page Line Added
County 15610 3 By
City Changed 10 25 2016
School By SLL1

Levee Benefits X .05 =
F3-NEXT PARCEL, F5-LEGAL, F6-ADDENDUM, F7-DEEDS, F8-FLAGS, F9-OPTIONS F10-PRINT
F3 For next record



J. J. J. 1st Judicial District
Instrument 2016 1551 D - J1
Filed/Recorded 3/14/2016 09:42 A
Total Fees \$ 16.00
3 Pages Recorded

1

GRANTOR'S ADDRESS:

Kenneth Ray Simmons, Jr.
2492 Tandy Drive
Gulfport, MS 39503
228-832-1016

GRANTEES' ADDRESS:

Kenneth Ray Simmons, Jr.
Sherry Ann Simmons
2492 Tandy Drive
Gulfport, MS 39503
228-832-1016

PREPARED BY AND RETURN TO:

Dara Skinner, Attorney at Law
P.O. Box 10256, Gulfport, MS 39505
15045 Dedeaux Road, Gulfport, MS 39503
Tel. (228) 831-0948 Fax (228) 831-1319
MS Bar No. 10207
E-mail: daraskinner@bellsouth.net

INDEXING INSTRUCTIONS:

Lots 20 & 21, Block B, Jordan and McGuire
Subdivision, 1st Judicial District of Harrison County,
Mississippi. §35-7-11. Parcel #0910N-01-015.000.
PPIN #31221

and

Lots 22 to 24, inclusive, Block B, Jordan and
McGuire Subdivision, 1st Judicial District of Harrison
County, Mississippi. §35-7-11. Parcel #0910N-01-
016.000. PPIN #31222.

STATE OF MISSISSIPPI
COUNTY OF HARRISON
1ST JUDICIAL DISTRICT

TITLE NOT EXAMINED

QUITCLAIM DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor, Kenneth Ray Simmons, Jr., does hereby sell, convey, and quitclaim unto Grantees, Kenneth Ray Simmons, Jr. and Sherry Ann Simmons, husband and wife, not as tenants in common but as joint tenants with full rights of survivorship, all of his right, title, and interest in and to the following described real property, together with all improvements thereon and all appurtenances thereunto belonging, situated in the First Judicial District of Harrison County, Mississippi, to-wit:

Lots 20 & 21, Block B, Jordan and McGuire Subdivision, 1st Judicial District of Harrison County, Mississippi. §35-7-11. Parcel #0910N-01-015.000. PPIN #31221

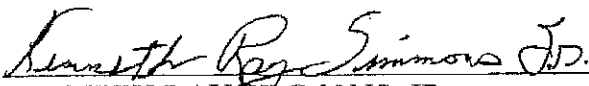
and

Lots 22 to 24, inclusive, Block B, Jordan and McGuire Subdivision, 1st Judicial District of Harrison County, Mississippi. §35-7-11. Parcel #0910N-01-016.000. PPIN #31222.

Taxes for the year 2016 are hereby assumed as the sole responsibility of the Grantees herein.

This conveyance is subject to any and all recorded restrictive covenants, rights-of-way, easements, and the prior reservation of any oil, gas, and other mineral rights.

WITNESS MY SIGNATURE, this the 10 day of March, 2016.


KENNETH RAY SIMMONS, JR.

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10 day of March, 2016, within my jurisdiction, the within named, Kenneth Ray Simmons, Jr., who acknowledged that he executed the above and foregoing instrument on the day and year therein written as his free and voluntary act and deed.

Witness my hand and official seal of office, this the 10 day of March, 2016.


NOTARY PUBLIC



LRMINQ01 APPRINQ42
Library 2022
SIMMONS KENNETH R JR & SHERRY A
2492 TANDY DR

LAND ROLL MAINTENANCE

Parcel 0910N-01-006.000
Alt Parcel 0910N-01-006.000
Exempt Code
Subdivision 00354
JORDAN AND MCGUIRE
Neighborhood

LRWINQ01/HC
PPIN 83858
Tax District 2G
00354

C/S/Z GULFPORT
Sect/Twn/Rng 35 07 11 Blk 00B St 3235
Cls C-Acres C-Value U-Acres U-Value T-Acres Improved True Assessed

MS 39503
G AVE

1
2

19562
19562

33831
33831

53393
53393

8009
8009

Homestead Type 1=065 2=DAV 3=DIS 4=Reg Reg 100 DAV
Mtg Eligible for Class 1 N (Y/N)
New Value Added F-Fire O-Override Deed Ref. 2017-0008405-D-J1
Drainage Code Benefit Price Total Deed Date 11 / 21 / 2017

Roll: Page Line Added
County 15610 1 By
City School Changed 3 29 2018
By SLL1

Levee Benefits X .05 =
F3-NEXT PARCEL, F5-LEGAL, F6-ADDENDUM, F7-DEEDS, F8-FLAGS, F9-OPTIONS F10-PRINT
F3 For next record



J. Henderson 1st Judicial District
Instrument 2017 8405 D -J1
Filed/Recorded 11/21/2017 03:00 P
Total Fees \$ 15.00
3 Pages Recorded

Prepared by:
The McDonnell Law Firm
Post Office Box 1403
Biloxi, MS 39533
(228) 432-7092

Return to:
The McDonnell Law Firm
Post Office Box 1403
Biloxi, MS 39533
(228) 432-7092

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of ten dollars (\$10.00), cash in hand paid I,

TREVOR HOWARD SIMMONS

3235 "G" Avenue
Gulfport, MS 39507
(228) 863-2587

do hereby convey, warrant, and set over unto

KENNETH R. SIMMONS, JR. and SHERRY A. SIMMONS

2492 Tandy Drive
Gulfport, MS 39503
(228) 832-1016

as joint tenants with rights of survivorship and not as tenants in common the following described property, together with all improvements thereon, situated in Harrison County, Mississippi, and more fully described as follows, to-wit:

(See Attached Exhibit "A")

INDEXING INFORMATION: Lots 25-28 inclusive Block 8, Jordan and McGuire Subdivision, Harrison County, Mississippi.

The Grantees assume all taxes for the tax years 2017 forward.

This conveyance is made subject to any and all restrictive covenants, rights-of-way and easements applicable to subject property which are on file and of record in the office of the Chancery

Clerk of Harrison County, Mississippi.

WITNESS my signature this the 15th day of Nov, 2017.

Trevor Howard Simmons
TREVOR HOWARD SIMMONS

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally came and appeared before me, on the 15 day of Nov, 2017 TREVOR HOWARD SIMMONS who acknowledged that he signed and delivered the foregoing Warranty Deed on the day and year therein mentioned.

WITNESS my signature and seal of office on this the 15 day of Nov, 2017.

[Signature]
NOTARY PUBLIC

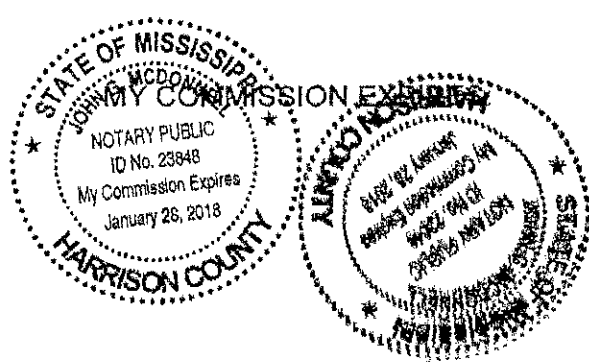


EXHIBIT "A"

Lots 25-28 inclusive Block B, Jordan and McGuire Subdivision, Harrison County, Mississippi which has a municipal address of 3235 "G" Avenue, Gulfport, MS and Harrison County PPIN 083858. Less and except any part conveyed in Warranty Deed recorded in Book 256, Page 460.

PERMITS/INSP PAYMENT RECPT#: 11389709
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 07/18/22 TIME: 13:21
CLERK: tsjohnson DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 175.00

AMOUNT PAID: 175.00

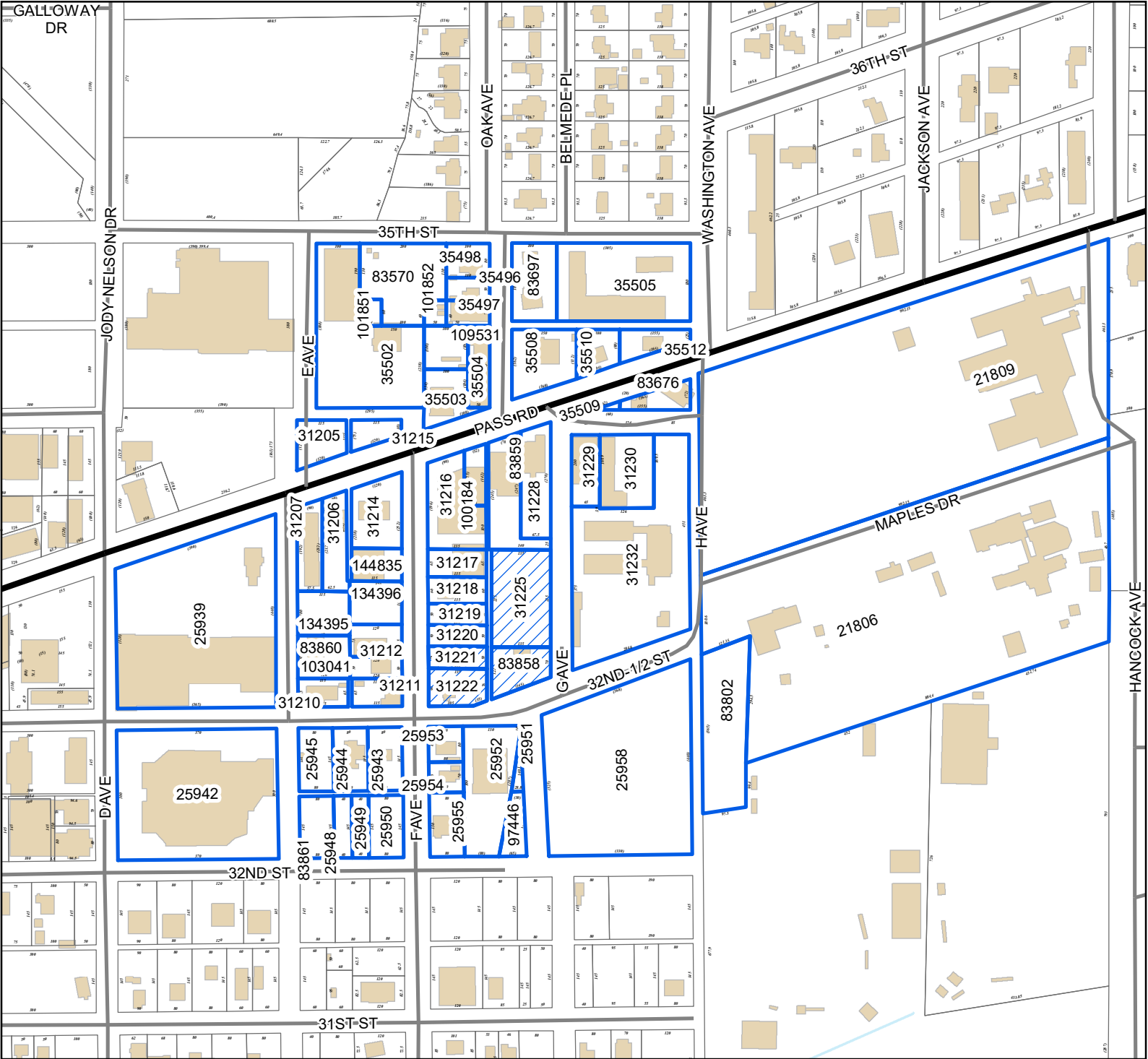
PAID BY:
PAYMENT METH: CHECK
1819

REFERENCE:

AMT TENDERED: 175.00
AMT APPLIED: 175.00
CHANGE: .00

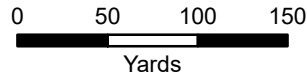
Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	83858	0910N-01-006.000	SIMMONS KENNETH R JR & SHERRY A (OWNER)	2492 TANDY DR	GULFPORT	MS	39503
	31221	0910N-01-015.000	SIMMONS KENNETH RAY JR & SHERRY ANN (OWNER)	2492 TANDY DR	GULFPORT	MS	39503
	31222	0910N-01-016.000	SIMMONS KENNETH RAY JR & SHERRY ANN (OWNER)	2492 TANDY DR	GULFPORT	MS	39503
	31225	0910N-01-007.000	SIMMONS KENNETH RAY JR & SHERRY ANN (OWNER)	2492 TANDY DR	GULFPORT	MS	39503
N			Adjacent Property Owners (2209PC151)				
	25954	0910N-01-034.000	A-2 PROPERTIES LLC	2641 PALMER DR	GULFPORT	MS	39507
	31207	0910N-01-021.000	ADVANCE CAR AUDIO INC	315 PASS RD	GULFPORT	MS	39507
	25953	0910N-01-033.000	BAYOU RENTAL PROPERTIES INC	1502 MILL RD	GULFPORT	MS	39507
	31232	0910N-01-004.000	BELLSOUTH TELECOMMUNICATIONS LLC D/B/A AT & T MIS P O BOX 532		BIRMINGHAM	AL	35201
	83860	0910N-01-022.000	BLACKWATER REAL ESTATE LLC	9175 ASHBURY LANE	GULFPORT	MS	39503
N	134395	0910N-01-022.001	BLACKWATER REAL ESTATE LLC	9175 ASHBURY LANE	GULFPORT	MS	39503
N	134396	0910N-01-022.002	BLACKWATER REAL ESTATE LLC	9175 ASHBURY LANE	GULFPORT	MS	39503
N	25951	0910N-01-036.000	CEMETERY				0
	25955	0910N-01-037.000	CHAMP INC	1420 PASS RD	GULFPORT	MS	39501
	31206	0910N-01-020.000	DUNNIGAN GARY L	311 PASS RD	GULFPORT	MS	39507
	31219	0910N-01-013.000	FORTNER JIMMIE L -ESTATE-	3240 F AVE	GULFPORT	MS	39501
	25945	0910N-01-026.000	GALLOTT GARY F	P O BOX 6709	GULFPORT	MS	39506
	31228	0910N-01-009.000	GATES NEVILLE JR	19 51ST STREET	GULFPORT	MS	39507
	25949	0910N-01-031.000	GOLLOTT & SONS TRANSFER & STORAGE	3206 D AVENUE	GULFPORT	MS	39507
N	25950	0910N-01-032.000	GOLLOTT & SONS TRANSFER & STORAGE	3206 D AVENUE	GULFPORT	MS	39501
N	25948	0910N-01-030.000	GOLLOTT & SONS TRANSFER & STORAGE	3206 D AVENUE	GULFPORT	MS	39507
N	83861	0910N-01-029.000	GOLLOTT & SONS TRANSFER & STORAGE	3206 D AVENUE	GULFPORT	MS	39507
N	21809	0910O-03-036.000	GULFPORT SCHOOL DISTRICT				0
	35503	0910K-02-022.000	GULFPORT VETERINARY HOSPITAL HOLDIN	204 PASS ROAD	GULFPORT	MS	39507
	83859	0910N-01-008.000	HAGE LIMITED PARTNERSHIP	400 PASS RD	GULFPORT	MS	39507
N	100184	0910N-01-010.001	HAGE LIMITED PARTNERSHIP	400 PASS RD	GULFPORT	MS	39507
N	31217	0910N-01-011.000	HAGE LIMITED PARTNERSHIP	400 PASS RD	GULFPORT	MS	39507
N	31216	0910N-01-010.000	HAGE LIMITED PARTNERSHIP	400 PASS RD	GULFPORT	MS	39507
N	31214	0910N-01-019.000	HAGE LIMITED PARTNERSHIP	400 PASS RD	GULFPORT	MS	39507
N	144835	0910N-01-019.001	HAGE LIMITED PARTNERSHIP	400 PASS RD	GULFPORT	MS	39507
N	21806	0910O-03-034.000	HARRISON CO				0
	35508	0910K-02-024.000	HARVEY THOMAS CLEMENTS III CAJUNS FABULOUS FRIED	38 COL. WINK DRIVE	GULFPORT	MS	39507
	35505	0910K-02-001.000	HARVEY TOM C III	#38 COLONEL WINK DRIVE	GULFPORT	MS	39507
	31220	0910N-01-014.000	HEINRICH ELISABETH JANE ETAL	28 52ND ST	GULFPORT	MS	39507
	83697	0910K-02-002.000	HILL SANDRA E	328 W VIEW DRIVE	BILOXI	MS	39531
	25952	0910N-01-035.000	HURST ANDREW H	11495 LANDON LAKE BLVD	GULFPORT	MS	39503
	25944	0910N-01-027.000	JUNIOR'S HOLDING COMPANY LLC	3206 D AVE	GULFPORT	MS	39507
N	25943	0910N-01-028.000	JUNIOR'S HOLDING COMPANY LLC	3208 D AVE	GULFPORT	MS	39507
N	25942	0910N-01-025.000	JUNIOR'S HOLDING COMPANY LLC	P O BOX 6709	GULFPORT	MS	39506
	31218	0910N-01-012.000	LADNER WALLACE & JEANETTE	P O BOX 6496	GULFPORT	MS	39506

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	31230	0910N-01-002.000	LHZ LLC	5804 OPORTO MADRID BLVD S	BIRMINGHAM	AL	35210
	35512	0910K-02-026.000	LJT LLC	106 DOGWOOD DR	GULFPORT	MS	39507
N	83676	0910K-02-027.000	LJT LLC	106 DOGWOOD DR	GULFPORT	MS	39507
N	35509	0910K-02-028.000	LJT LLC	106 DOGWOOD DR	GULFPORT	MS	39507
	31229	0910N-01-003.000	MISS GULF COAST YOUTH FOR CHRIST	111 EAST 34TH STREET	GULFPORT	MS	39507
	31212	0910N-01-018.000	MITRENGA LARRY	P O BOX 4984	BILOXI	MS	39535
	35496	0910K-02-004.000	MIZELL SELENA M	200 1/2 PASS RD	GULFPORT	MS	39507
	97446	0910N-01-039.001	MS CITY CEMETERY	112 SOUTH DR	BILOXI	MS	39531
N	25958	0910N-01-039.000	MS CITY CEMETERY				0
	25939	0910N-01-024.000	MS GULF COAST YOUTH FOR CHRIST INC	111 PASS RD	GULFPORT	MS	39507
	101852	0910K-02-006.001	PASS ROAD BAPTIST CHURCH	208 PASS RD	GULFPORT	MS	39507
N	35502	0910K-02-007.000	PASS ROAD BAPTIST CHURCH	1319 2ND ST	GULFPORT	MS	39501
N	83570	0910K-02-006.000	PASS ROAD BAPTIST CHURCH	208 PASS RD	GULFPORT	MS	39507
N	109531	0910K-02-022.001	PASS ROAD BAPTIST CHURCH	208 PASS RD	GULFPORT	MS	39507
N	31205	0910N-07-002.000	PASS ROAD BAPTIST CHURCH	208 PASS RD	GULFPORT	MS	39501
N	101851	0910K-02-006.002	PASS ROAD BAPTIST CHURCH	208 PASS RD	GULFPORT	MS	39507
N	31215	0910N-07-001.000	PASS ROAD BAPTIST CHURCH	208 PASS ROAD	GULFPORT	MS	39507
	103041	0910N-01-018.001	RAMOS INCIA ISABEL HERNANDEZ -ETAL-	3205 F AVE	GULFPORT	MS	39501
	35497	0910K-02-005.000	SAHIN HARUN	42-17 167TH ST	FLUSHING	NY	11358
	35498	0910K-02-003.000	SINGLEY CLARENCE FREDERICK	201 35TH ST	GULFPORT	MS	39507
	31211	0910N-01-017.000	STRAIN BRUCE A & PEGGY L	304 32ND 1/2 STREET	GULFPORT	MS	39507
n	83802	0910O-03-035.000	U S VETERANS HOSPITAL				0
	35504	0910K-02-023.000	VU HOAI VAN	347 RODENBERG AVE	BILOXI	MS	39531
	35510	0910K-02-025.000	WALLACE MARGARET	P O BOX 2192	GULFPORT	MS	39505
	31210	0910N-01-023.000	WILLIAMSON MARY Y	310 32ND 1/2 ST	GULFPORT	MS	39507



Legend

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



1 inch = 320 feet



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

D. J.

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:****IPL0093233****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

59.40

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**

October 6, 2022 11:35:41 AM EDT

Amount:

59.40

SCHEDULE FOR AD NUMBER IPL00932330

October 12, 2022

SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00932330**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 PM., Thursday, October 27, 2022 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Zoning Map Amendment 2209PC151, by owners Kenneth & Sherry Simmons, tax parcels 0910N-01-007.000, request to rezone from B-2 (General business) to R-B (Residence business) Ward 4

Resubdivision 2209PC175, by owner Steven Austin, tax parcel 0810N-02-023.000, Divide into two new parcels, 2006 30th Street, Zoned B-2 (General business), Ward 3

Zoning Map Amendment 2204PC077, by owner Gulf Coast Shipyard Realty, LLC, tax parcel 0909F-01-001.002, Request to rezone from I-2 (Heavy Industry) to I-3 (Planned industrial park), 13085 Seaway Rd, Ward 5

Planning Commission Approval 2210PC178, by agent John Dixon, tax parcel 0808L-02-017.000, Request approval to allow a medical dispensary use, 11370 HWY 49 Suite G, Zoned B-4 (Highway business), Ward 7

Zoning Map Amendment 2210PC181, by agent Derek Bjornstad, tax parcel 0711K-03-002.000, Request to rezone property from R-1-7.5 (Single-family) to R-2 (Single-family), 4707 Old Pass Rd, Zoned R-1-7.5 (Single-family), Ward 1

Zoning Text Amendment 2210PC184, by CRC Westside, amends the SmartCode Zoning Ordinance, as amended, Section 1.8.1 Damage Due to Emergency Conditions, Section 4.11.1 Damage Due to Emergency Conditions, and Section 5.12.1 Damage Due to Emergency Conditions.

Planning Commission Approval 2210PC185, by agent Stacy Craig, tax parcel 1007M-01-072.000, Request home occupation for a handyman, 13204 Curtis St, Zoned R-E (Residence estate), Ward 6

Zoning Map Amendment 2210PC186, by agent Ashleigh M. Vignes, tax parcel 0908M-01-010.000, Request to rezone from R-1-10 (Single-family) to B-1 (Neighborhood business), 13499 Dedeaux Rd, Ward 5

Special Exception 2210SE188, by agent Frankie Jackson, tax parcel 0809E-02-004.000, Requests a tattoo parlor use, 10000 Factory Shops Blvd, Suite 235, Zone B-4 (Highway business), Ward 3

Planning Commission Approval 2210PC190, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive body repair, 2601 15th Ave, Zoned B-2 (General business), Ward 3

Zoning Map Amendment 2210PC191, by agent Donovan Scruggs, tax parcels 1009M-03-006.000 & 1009M-03-004.000, Requests to rezone property from R-1-7.5 (Single-family) to B-1 (Neighborhood business), 11451 and 11463 Hillcrest Rd, Ward 4

Zoning Map Amendment 2210PC192, by agent Schwartz, Orgler & Jordan, PLLC, tax parcels 1010E-02-008.000 & 1010E-02-008.001, Requests to rezone property from T3 (Sub-Urban Zone) to T4+ (General Urban Zone "Plus"), 1285 Spring St, Ward 4

This the 5th day of October, 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 B-2 (GENERAL BUSINESS) DISTRICT TO R-B (RESIDENCE-BUSINESS) DISTRICT

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission and City departments, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that ad valorem tax parcel number 0910N-01-007.000, which is generally described as being located North of 32nd 1/2 Street, South of Pass Road, East of F Avenue, and West H Avenue, should be rezoned from its present classification of B-2 (General Business) District to R-B (Residence-Business) District. The Case File Number is 2209PC151; and

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, further find that the applicant in the said Case has demonstrated, by clear and convincing evidence, that a mistake in the original zoning existed or that there has been such a change in the character of the relevant neighborhood and a public need so as to justify the request to rezone the real property identified herein.

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

SECTION 1: That the Official Zoning Map of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, as amended, be and the same is hereby amended to provide that the following legally described property **be rezoned from its present classification of B-2 (General Business) District to R-B (Residence-Business) District.**

Ad valorem tax parcel number 0910N-01-007.000 is legally described as:

Lots 29 to 37, inclusive, Block B, Jordan and McGuire Subdivision, 1st Judicial District of Harrison County, Mississippi. §35-7-11. Parcel #0910N-01-007.0000. PPIN #31225.

SECTION 2: The rezoning of said parcel shall be further subject to the following conditions: The owner, agent or lessee who requested rezoning of the property, which was subsequently rezoned by the Mayor and City Council must secure a building permit from the

Building Official and commence construction within one year from the date of approval of rezoning by the City Council. If no building permit has been obtained and said plan development is not completed according to approved plans, the rezoning of said parcel shall be null and void and automatically revert back to its original zoning classification.

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

SECTION 3: This ordinance shall be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

SECTION 4. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance amends the City’s Code of Ordinances and Official Zoning Map by rezoning Tax Parcel No. 0910N-01-007.000 from its present zoning classification of B-2 (General Business) district to R-B (Residence-business) 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

2209PC151

TRANSCRIPT OF HEARING

October 27, 2022

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 27TH DAY OF OCTOBER 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
HAROLD SPANN
GARLON PEMBERTON

STAFF PRESENT:

GREG HOLMES
MATILDA WELCH
LORAIN HUGHES
KEVIN BROWN
CORY LONG

ALSO PRESENT:

MARGARET MURDOCK, City Attorney

1 MR. BROWN: Zoning Map Amendment 2209PC151
2 has been duly and timely noticed as required by law. The
3 applicants request to rezone from B-2 general business to
4 R-B residence business, Ward 4. A copy of the packet
5 Exhibit A is considered hereby offered to the record.

6 MR. WILLIAMS: Thank you.

7 Someone here to speak for the request?

8 MR. LONG: Mr. Chairman, Mr. Simmons, this
9 case is actually a case that we heard two months ago. And
10 what happened is -- an error left a parcel number off of his
11 request. So he had four parcels in total. We only rezoned
12 three a couple of months ago, and we're just trying to
13 correct that one that we missed.

14 Allow Mr. Simmons to go ahead and speak on
15 the request on behalf, but it's pretty much the same case,
16 we're just fixing the error on the ().

17 MR. WILLIAMS: Adding the parcel that was
18 missing from the actual description at the time.

19 MR. LONG: Absolutely. We just didn't
20 advertise that one parcel.

21 MR. WILLIAMS: Well, Mr. Simmons, welcome
22 back. So go ahead and state your name and address, and you
23 can quickly just make comments and we'll go from there.

24 MR. SIMMONS: Kenneth Simmons, 323 -- no --
25 2492 Tandy Drive.

1 And yeah, like I said, when I spoke last time
2 I said four properties. I didn't even recognize the fact
3 that it only had three on the paperwork.

4 But it's all about a roof where a vacant lot
5 next door, about a 24-inch diameter tree in a thunderstorm
6 broke off. I don't know if it was due to lightning or what.
7 Fell on my grandma's house.

8 And because of the ten percent rule, it's a
9 little two-bedroom house, ten percent rule won't let me fix
10 it. I got to get a permit, and the contractor's cost was
11 above the ten percent.

12 So that's why I'm rezoning it so that I can
13 get the permit so I can have the roof repaired.

14 MR. WILLIAMS: All right. Commissioners, any
15 questions for the applicant?

16 I think we all remember this one. I think we
17 even asked him if he got up there and cut that off -- cut
18 the tree off the roof. So anyway...

19 All right. If anything comes up, we'll bring
20 yu back up. Thank you. Appreciate it.

21 Anyone else here to speak for this request?

22 Do we have anyone here tonight that wants to
23 speak against this request or have questions?

24 All right. Commissioners, you've had a
25 chance to review the case. You've heard from Mr. Simmons

1 one more time. Can I get a motion, please?

2 MS. ADOLPH: Mr. Chairman --

3 MR. WILLIAMS: Do you have a question?

4 MR. SELLERS: Yeah. I just want for
5 clarification. We did pass this last time, is that correct?

6 MS. ADOLPH: Yeah, we did.

7 MR. LONG: We did, yeah, passed it. I mean,
8 the planning commission, you guys actually it. And it went
9 before the City Council, and they passed it, as well. What
10 we did not include was this fourth piece.

11 MR. SELLERS: I just wanted to be clear on
12 it.

13 MR. WILLIAMS: Yeah, great question. All
14 right.

15 MS. ADOLPH: Mr. Chairman, I offer a motion
16 to approve the Zoning Map Amendment 2209PC151 and make the
17 proper corrections in planning commission files to rectify
18 so that Mr. Kenneth and Sherry Simmons can do what they need
19 to do.

20 MR. WILLIAMS: Thank you, ma'am.

21 I have a motion to approve the case as
22 presented. Do I have a second?

23 MR. JONES: Second.

24 MR. WILLIAMS: All right. Any further
25 discussion, Commissioners?

1 If not, all those in favor of approval say
2 aye. Any opposed?

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

4 (Unanimous vote.)

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1 BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2
3 2209PC151
4
5

6 COURT REPORTER'S CERTIFICATE
7

8 I, Norma Jean Ladner Soroë, Certified Shorthand
9 Reporter, do hereby certify that to the best of my skill and
10 ability I have reported the hearing held before the City of
11 Gulfport Planning Commission and that the foregoing 5 pages
12 constitute a true and correct transcription of said hearing
13 held on the 27th day of October 2022.

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

19 Witness my signature this the 1st day of November
20 2022.
21
22

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: December 6, 2022

Re: Ordinance - rezoning a tax parcel from R-1-7.5 (Single-family) to R-2 (Single-family) - located at 4707 Old Pass Road - Case # 2210PC181 - Ward 1.

Zoning Map Amendment 2210PC181, by agent Derek Bjornstad, tax parcel 0711K-03-002.000, Request to rezone property from R-1-7.5 (Single-family) to R-2 (Single-family), 4707 Old Pass Rd, Zoned R-1-7.5 (Single-family), Ward 1

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Cory Long, Planning Administrator
Urban Development Department

Date: November 23, 2022

Re: Zoning Map Amendment 2210PC181, by agent Derek Bjornstad, tax parcel 0711K-03-002.000, Request to rezone property from R-1-7.5 (Single-family) to R-2 (Single-family), 4707 Old Pass Rd, Zoned R-1-7.5 (Single-family), Ward 1

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Pemberton

Second: Mr. Spann

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

Action: Motion was carried unanimously.

Speaking for the Petition:

1. Julie Draper

Speaking against the Petition: None

On October 27, 2022, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for December 6, 2022.

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2210PC181

Hearing Date: October 27, 2022

Current Zoning/Use: R-1-7.5 / Vacant building

Legal: Zoning Map Amendment 2210PC181, by agent Derek Bjornstad, tax parcel 0711K-03-002.000, Request to rezone property from R-1-7.5 (Single-family) to R-2 (Single-family), 4707 Old Pass Rd, Zoned R-1-7.5 (Single-family), 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 is requesting to rezone approximately 12,330 square feet residentially zoned property from R-1-7.5 (Single-family low density) to an R-2 (Single-family medium density) zone. This property fronts Old Pass Road in the Gaston Point Neighborhood.

According to the City's 2002 Comprehensive Plan, some limited commercial activity was shown in the area. The future land use of a neighborhood business is shown for these properties when overlaying the future land use plan to the current city geography (see attached map).

A development schedule provided by the applicant expects renovations to be completed within 6-9 months of an approved zoning change.

The applicant has chosen change in character and public need as the justification for change of the current zoning district:

1. Mistake or error is not addressed by the applicant.



Technical Report

Zoning Map Amendment

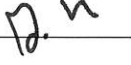
2. The applicant addresses Character of the Neighborhood changing through descriptions of properties in the neighborhood and showing that other duplexes exist. Descriptions of public need are provided and include statements about this building being vacant and needing rehabilitation.

EXECUTIVE SUMMARY

The City's Comprehensive Plan indicated this property was intended to become neighborhood commercial. According to the comprehensive plan's definitions, a neighborhood commercial classification is intended to "accommodate service oriented businesses" that "satisfy the daily household needs of the surrounding neighborhoods."

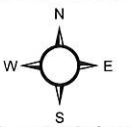
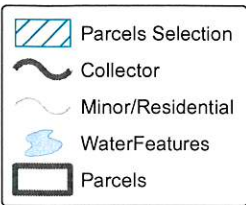
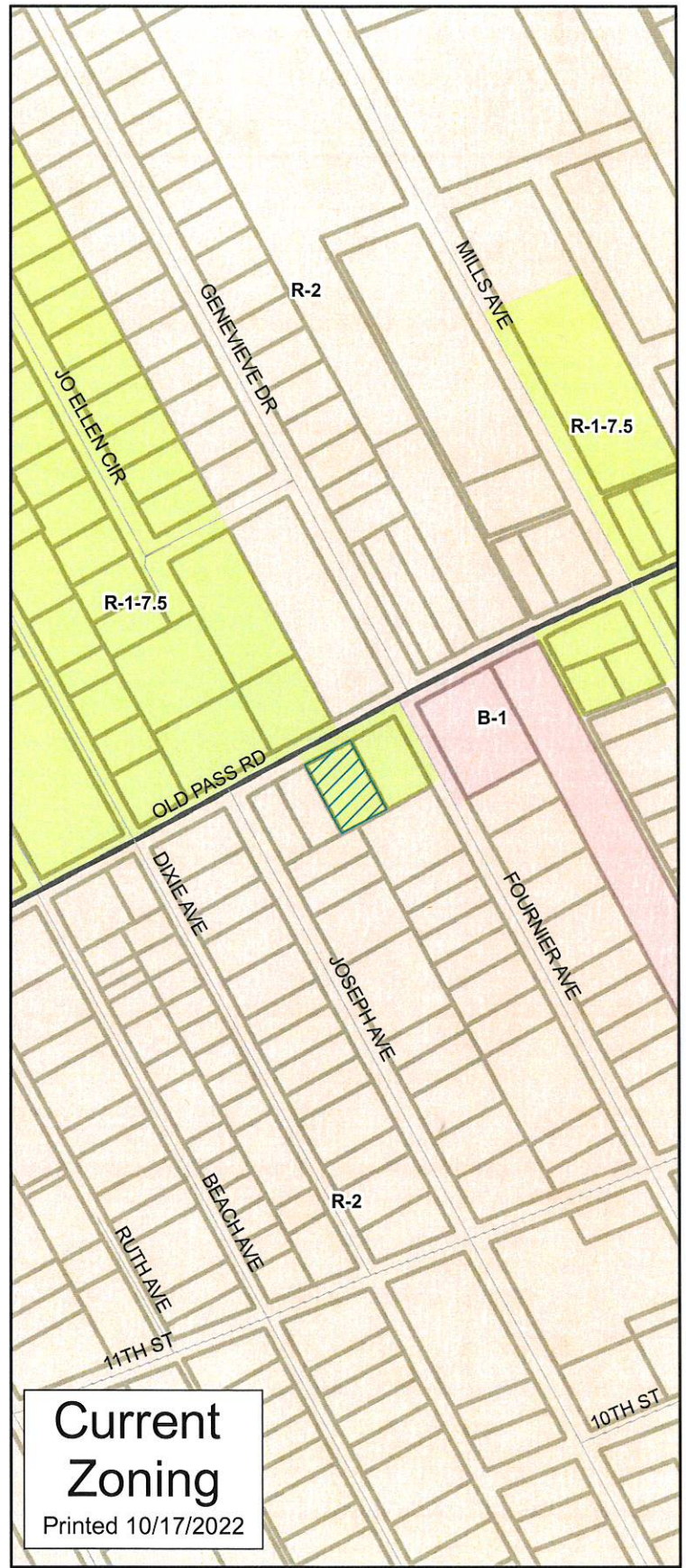
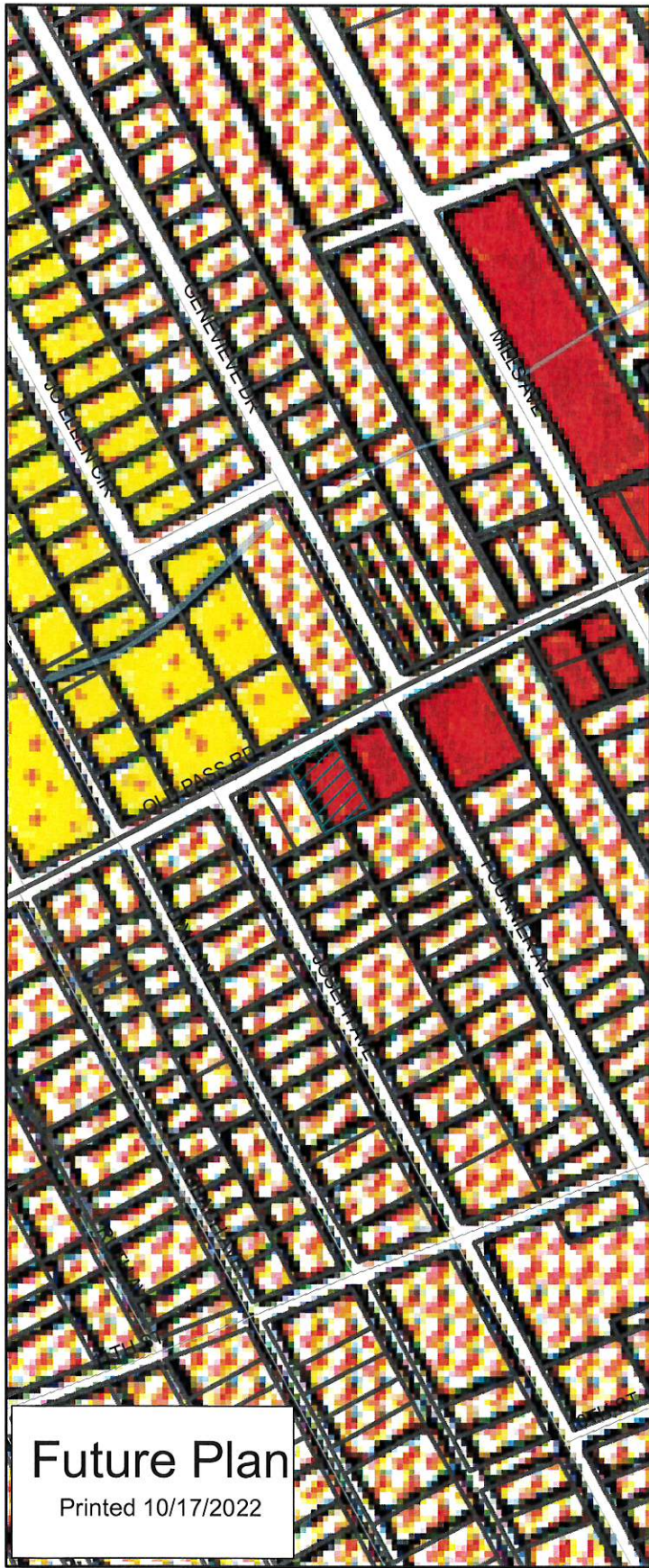
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo

Director of Urban Development Department



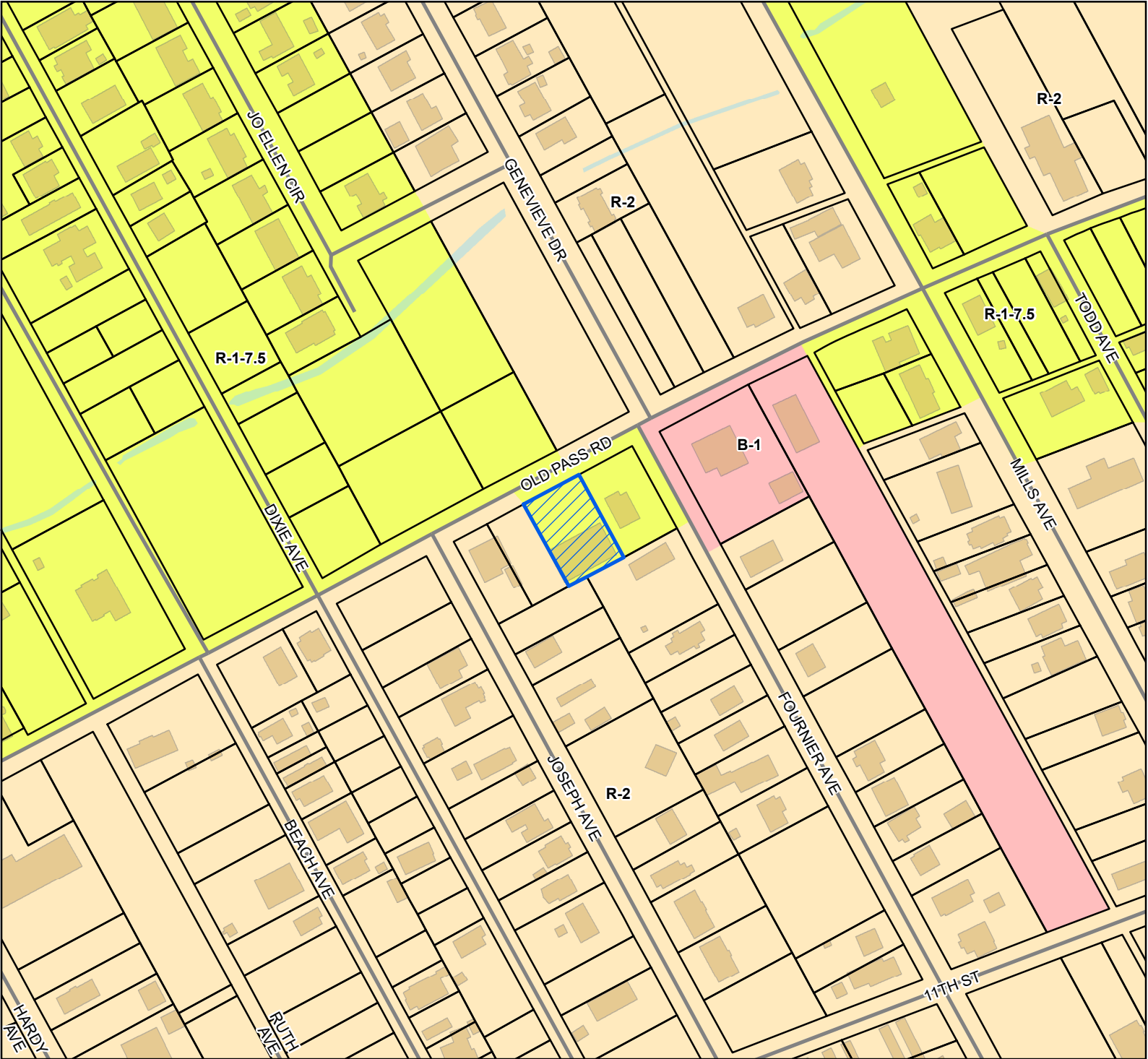
1 inch = 300 feet

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

LEGEND

GULFPORT FUTURE LAND USE

	CONSERVATION, AGRICULTURE, FORESTRY & FISHERIES
	LOW DENSITY ESTATE RESIDENTIAL
	SUBURBAN MODERATE DENSITY RESIDENTIAL
	URBAN MEDIUM DENSITY RESIDENTIAL
	URBAN MEDIUM DENSITY RESIDENTIAL
	TWO-FOUR UNIT RESIDENTIAL
	GENERAL RESIDENTIAL
	RESORTS, HOTELS, MOTELS, RV CAMPGROUNDS
	CENTRAL BUSINESS DISTRICT
	HIGHWAY COMMERCIAL
	GENERAL COMMERCIAL
	NEIGHBORHOOD COMMERCIAL
	LOW INTENSITY COMMERCIAL
	HEAVY INDUSTRY
	PLANNED INDUSTRIAL PARKS
	LIGHT INDUSTRY - DISTRIBUTION
	TRANSPORTATION, UTILITIES & COMMUNICATIONS
	REGIONAL AIRPORT
	PORT OF GULFPORT
	RAILROAD
	PUBLIC (GOVERNMENT)
	MILITARY
	MEDICAL FACILITIES
	EDUCATIONAL FACILITIES
	RELIGIOUS INSTITUTIONS
	CIVIC, SOCIAL & FRATERNAL ORGANIZATIONS
	IMPROVED PARKS
	NATURAL PARK
	GOLF COURSE
	PUBLIC ASSEMBLY
	CEMETARY
	WATER
	BEACH



Site

Street

Parcels

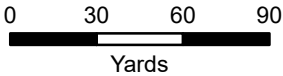
Buildings

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-03-002.000
Zoning: R-1-7.5 (Single-family)
Size: 12,160 Sqft.
Flood: X



1 inch = 200 feet



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

\$175.00



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

For Staff Use Only

Case File #: 2210PC181Date Received: 8/25/22

Receipt #: _____

Received By: mwZoning: R-1 7.5Ward: 1 Flood: X

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

Property Information

TAX PARCEL # 0711K-03-002-000

0	7	1	1	K	-	0	3	-	0	0	2	-	0	0	0
					-			-				-			
					-			-				-			

(If necessary, use separate sheet of paper)

Address of Property Involved: 4707 Old Pass Rd., GulfportLot(s) 4.5 & 6, Block(s) 2, Subdivision RidgewoodGeneral Location: approx. 4 blocks ~~east~~ west of hospital**GENERAL DESCRIPTION OF REQUEST:**

amend zoning land use from R-1-7.5
to R2

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

Julie Draper

Printed Name Of Owner

PO Box 1305

Mailing Address

Woodinville, WA 98072

City

State

Zip code

425.344.0820

Home Phone

Work/Cell Phone

julz.draper@gmail.com

Email

Julie Draper

Signature Of Owner

AGENT

Derek Bjornstad

Printed Name Of Agent

103 Twin Cedar Ave

Mailing Address

Long Beach MS 39560

City

State

Zip code

228.918-5150

Home Phone

Work/Cell Phone

dcbjornstad99@gmail.com

Email

Derek Bjornstad

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.

IMPORTANT NOTICES

1. Please be advised that failure to submit a COMPLETE application, with all supporting documents, may **delay your hearing date**. The Planning Commission will not consider a request until all information required by Ordinance and this application is submitted and accurate.
2. Please be advised that the application deadline dates posted are designed to allow the staff time to review the application and receive required comments from coordinating agencies. The application is not considered complete until all required information from the applicant is available for review by the staff and coordinating agencies.
3. Please see page 7 to determine the deadline dates for filing your application.
4. Please be advised that, at the hearing on your application, you will be **required** to demonstrate, by **clear and convincing evidence** placed in the record before the Planning Commission, at least one of the following:

That there was a mistake in the original zoning ("mistake" has been determined by the Mississippi Supreme Court to be a "mistake" of a clerical or an administrative nature, not a difference in judgment) OR

That the character of the neighborhood has changed to such an extent as to justify reclassification, AND that there is a public need for rezoning.

The following are types of proof that the Mississippi Supreme Court (*Board of Aldermen, City of Clinton v. Conerly*, 509 So.2d 877 (Miss. 1987) and *Thomas v. Board of Sup'rs of Panola County*, 45 So.3d 1173 (Miss. 2010)) has suggested would be appropriate to be placed in the record to demonstrate the required change to the character of the neighborhood and public need:

- 1) Map showing the circumstances of the area (Conerly)
- 2) The changes in the neighborhood (Conerly)
- 3) Statistics showing a public need (Conerly)
- 4) Maps showing a change or recent rezoning in the area (Thomas)
- 5) Statistics or other evidence of growth in the neighborhood (Thomas)
- 6) Charts showing the quantity of construction (Thomas)

The foregoing is not an exhaustive list and is provided merely for guidance. The City recommends that an applicant for rezoning seek legal counsel as to what evidence the applicant should place in the record, during the hearing before the Planning Commission, in support of the application for rezoning. Neither the City of Gulfport nor its employees can provide an applicant with any legal advice.

APPLICATION REQUIREMENTS

- A. **Page one (and two, if applicable) of this application, completed and signed.**
- B. **Proof of ownership** (Copy of deed or affidavit)
- C. If applicable, notarized proof of **authority to act as agent** for owner (board resolution, etc.)
- D. The City of Gulfport Planning Division Staff may notify, by letter, property owners adjacent to the requested action identified in this application using the Land Roll database from the County Tax Office. If you would like to have additional persons or property owners notified, please provide a list of **additional persons to be notified.**

E. **Provide a written statement addressing the following reasons for your rezoning request:**

The Comprehensive Zoning and SmartCode Ordinances, including the zoning map, are based on comprehensive planning studies and are intended to carry out the object of sound, stable and desirable environment. It is recognized that casual amendment of the ordinances would be detrimental to the achievement of that objective. In order to change the zoning classification of a piece of real property, Mississippi law requires that one of the following be demonstrated by the applicant by **CLEAR AND CONVINCING EVIDENCE:**

- 1. That there was a **mistake** in the original zoning ("mistake" has been determined by the Mississippi Supreme Court to be a "mistake" of a clerical or an administrative nature) OR
- 2. That the **character of the neighborhood has changed** to such an extent as to justify reclassification, AND that there is a **public need** for rezoning.

F. **The following items must be addressed in a written statement when you are requesting an amendment to the Comprehensive Zoning Ordinance or SmartCode Ordinance:**

- 1. **Interest:** The applicant's name, address and interest in the application, and the name, address and interest of every person, firm or corporation represented by the applicant in the application; the name of the owner or owners of the entire land area proposed to be changed in classification or to be included within the proposed district; the name of the owner or owners of all structures then existing thereon and sufficient evidence to establish that the applicant has the right of possession to the land area and structures; the names and addresses of all owners of adjacent property (exclusive of the width of intervening streets, alleys or bodies of water);
- 2. **Development Schedule:** The time schedule for the beginning and completion of development planned by the applicant in the area; if the development is planned in stages, the time schedule shall indicate the successive stages and the development planned for each stage;
- 3. **Effect of Amendment:** A report giving the nature, description and effect of the proposed amendment; if the proposed amendment would require a change in the zoning map, a description of the probable effect on the surrounding land uses and properties; and
- 4. **Error:** The error in the zoning ordinance that would be corrected by the proposed amendment; if the intent is to correct an error.

G. **Cash or check** payable to the City of Gulfport in the amount of \$175.00.

FOR SMARTCODE LAND USE RECLASSIFICATIONS:

THERE IS NO MINIMAL SIZE REQUIREMENT. PROPERTIES LOCATED WITHIN SMARTCODE OF APPENDIX D TRANSECT ZONES CAN ONLY BE CONSIDERED FOR REZONING IN WHOLE OR IN PART TO THE SUCCESSIONAL (NEXT HIGHER NUMBERED) TRANSECT ZONE.

FOR TRADITIONAL ZONING:

THE MINIMAL SIZE REQUIREMENTS FOR REQUESTING A REZONING OF PROPERTY ARE AS FOLLOWS:

If you wish to change the zoning of a particular area and the area designated for the proposed change does not abut a district of the proposed classification created by amendment, the following size requirements must be met:

R-1, R-1-5, R-1-7.5, R-1-15, R-3 or R-4 Districts:

Four (4) acres, except where the proposed district would abut an existing district zoned the same as the proposed district.

R-2 District:

Four (4) acres, except where the proposed district would abut an existing R-2, R-O, or R-B district.

R-O District:

Four (4) acres, except where the proposed district would abut an existing R-O, R-B or B-1 district.

R-B District:

Four (4) acres, except where the proposed district would abut an existing R-B, B-1, B-2, B-3, or B-4 district.

B-1 District:

Two (2) acres, except where the proposed district would abut an existing B-1, B-2, B-3 I-1 or I-2.

B-2 District:

Four (4) acres, except where the proposed district would abut an existing B-2, B-3, I-1 or I-2 district.

B-3 District:

Twenty (20) acres, except where the proposed district would abut an existing B-3 district.

B-4 District:

Four (4) acres, except where the proposed district would abut an existing B-4 district.

E-G District:

Seven (7) acres of contiguous land, which minimum acreage is comprised of uplands or fastlands only and not bottomlands or tidelands, and is adjacent to and contiguous with U.S. Highway 90 or adjacent in some part to and contiguous with the Mississippi Sound or adjacent harbor areas.

I-1 or I-3 Districts:

Six (6) acres, except where the proposed district would abut an existing I-1, I-2 or I-3

district.

I-2 District:

Twenty (20) acres, except where the proposed district would abut an existing I-2 district.

A-1 District:

Twelve (12) acres, except where the proposed district would abut an existing A-1 district.

R-E District:

Four (4) acres, except where the proposed district would abut an existing R-E District.

T1 Zone:

Twelve (12) acres, except where the proposed district would abut an existing T1 or T2 district.

T2 Zone:

Twelve (12) acres, except where the proposed district would abut an existing T1 or T2 district.

T3 Zone:

Four (4) acres, except where the proposed district would abut an existing T3 district.

T4L Zone (Limited):

Four (4) acres, except where the proposed district would abut an existing T4L or T4+ district.

T4+ Zone (Plus):

Four (4) acres, except where the proposed district would abut an existing T4+ or T5 district.

T5 Zone:

Two (2) acres, except where the proposed district would abut an existing T5 or T6 district.

T6 Zone:

Four (4) acres, except where the proposed district would abut an existing T6 district.

Once you have ensured that you meet the size requirements, you must also show a need for uses. You must be able to show and demonstrate a need in the area for those uses permitted to the proposed district.

Exhibit E

Regarding the request for the property located at 4707 Old Pass Road, Gulfport, MS 39501 to be rezoned from the existing classification of R-1-7.5 to R-2, I offer the following evidence.

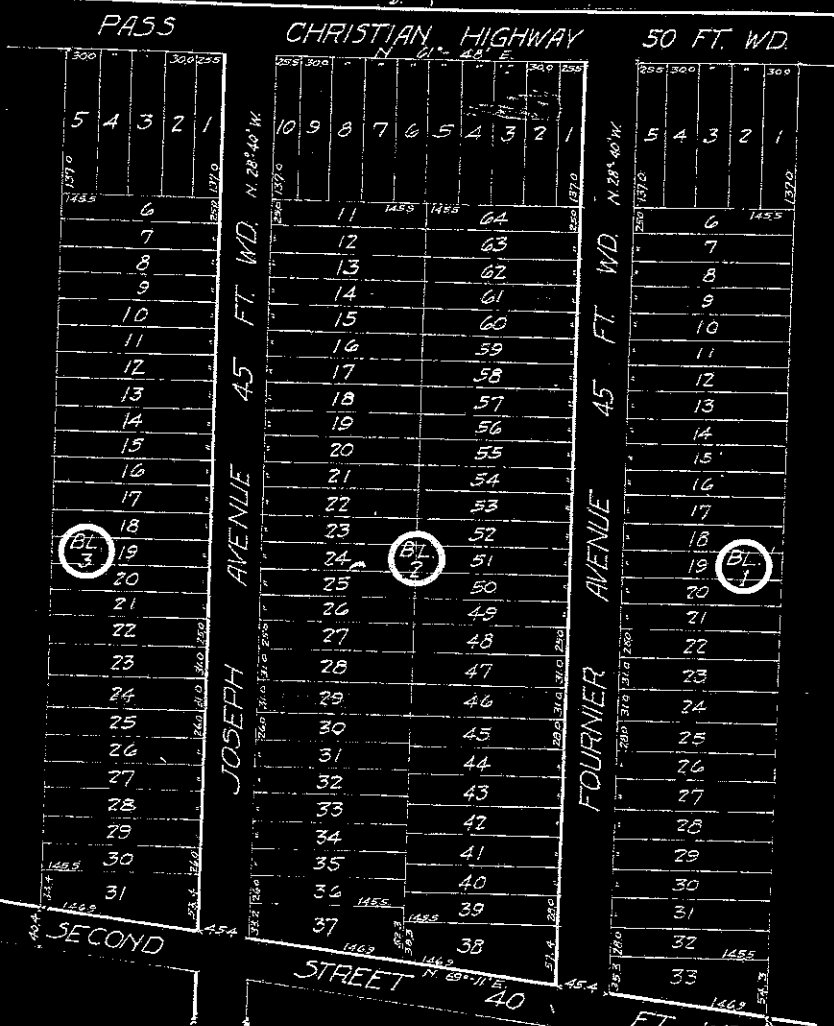
- Ridgewood subdivision is bordered by Old Pass Road to the north, 11th Street (originally 2nd Street) to the south, Dixie Avenue on the west, and the approx. 86,000 sf lot owned by Dorothy Robinson to the east. The subdivision is comprised of 128 lots, which have since been merged over the years into 46 tax parcels. Of those 46 tax parcels, only 3 have a zoning classification other than R-2.
- The Subject property at 4707 Old Pass Road is one of those parcels that does not carry the original R-2 zoning. The 3 abutting properties to the west and south are all R-2 zoned.
- The existing building on the subject property is identified on the zoning maps as a duplex. However, current zoning prevents continued use as a duplex.
- Driving through the neighborhood to the north, which is zoned R-1-7.5, I identified at least 13 properties actively being occupied as duplexes and are addressed and labeled on the zoning map as duplexes.
- R-2 zoning district spans entire area to the south of Old Pass Road to the rail road in this area, except for subject property, and 2 properties to the east.
- The building on the subject property appears to have originally been constructed for commercial purposes but has not been occupied or maintained for over a decade.
- It is my intention, if approved, to rehabilitate the subject property into a duplex, where I will occupy one unit and rent out the other unit to help defray my costs.

Exhibit E, P1

RIDGEWOOD

A SUBDIVISION OF PART OF LOTS 27 TO 33, INCLUSIVE, IN THE CLAUDE LADNER GRANT, IN T. 8 S. R. 11 W. HARRISON CO., MISS.

Note: All dimensions are in feet and decimals thereof



We, the undersigned lien-holders, hereby consent to the dedication shown hereon. Witness our signatures this 11 day of March, A.D. 1926.

State of Mississippi
County of Harrison
Before me, the undersigned authority in and for said County and State, personally appeared the above named lien-holders who acknowledged that they signed, sealed, and delivered this plat on the day and year above written.

Given under my hand and official seal this 11 day of March, A.D. 1926.

Charles H. Myers
Notary Public

Approved and adopted by the Mayor and Board of Commissioners of the City of Gulfport, Miss., on the 18 day of March, A.D. 1926 as shown on page 422 of Minute Book No. 13.

Witness my hand and official seal this 18 day of March, A.D. 1926.
Thomas J. Gentry
City Clerk.

DEDICATION

the undersigned, the owner of the land shown on this plat do hereby declare this to be a map of "RIDGEWOOD," a subdivision of part of lots 27 to 33, inclusive, in the Claude Ladner Grant, in T. 8 S. R. 11 W., Harrison Co., Miss., and do hereby dedicate the streets, avenues and alleys shown thereon to the public forever.

Witness signature this 11 day of MARCH A.D. 1926
GLOBE REALTY COMPANY OWNER

S. J. Rieple - President
W. J. Rieple - Secretary

ACKNOWLEDGEMENT

State of Mississippi
County of Harrison

Before me, the undersigned authority in and for said County and State, personally appeared the above named owner, S. J. Rieple and W. J. Rieple, who acknowledged that they signed, sealed, and delivered this plat on the day and year above written.

Given under my hand and official seal at my office in Gulfport, Miss., this 11 day of March, A.D. 1926.

Charles H. Myers
Notary Public

SURVEYOR'S CERTIFICATE

We, the undersigned, do hereby certify that we have carefully compared this duplicate plat with the original plat of "RIDGEWOOD," a subdivision of part of lots 27 to 33, inclusive, in the Claude Ladner Grant, in T. 8 S. R. 11 W., Harrison Co., Miss., and find the same to be an exact duplicate of said original plat.

Charles H. Myers Chancery Clerk
Charles H. Myers Deputy Chancery Clerk
J. F. Galloway Surveyor

FILING CERTIFICATE

Filed and recorded this 24 day of March, A.D. 1926, in the record of plats of Harrison County, Mississippi, in Book No. 12, on Page No. 43.

Charles H. Myers Chancery Clerk
Charles H. Myers Deputy Chancery Clerk
J. F. Galloway Surveyor

J. F. Galloway, Civil Eng.
Gulfport, Miss.

Exhibit F

- 1) Applicant Name: Julie Draper, PO Box 1305, Woodinville, WA 98072
 - a. Adjacent Property Owners, listed based information from 2021 tax land rolls
 - i. Property Address: 4701 Old Pass Road
 1. Parcel 0711K-03.001.000
 2. Name: Mark Layton
 3. Address: 213 La Jolla Dr, Tempe, AZ 85282
 - ii. Property Address: 4709 Old Pass Road
 1. Parcel 0711K-03.023.000
 2. Name: Martha Mais
 3. Address: 170 62nd Ave, Gulfport, MS 39501
 - iii. Property Address: 4715 Old Pass Road
 1. Parcel 0711K-03.023.001
 2. Name: Hilton Gayten Jr.
 3. Address: 1219 Woodward Ave, Gulfport, MS 39501
 - iv. Property Address: 1328 Joseph Ave
 1. Parcel 0711K-03.022.000
 2. Name: Barbara Gayle Bruner
 3. Address: 1404 Bonnie Brook, Norman, OK 73071
 - v. Property Address: 1327 Fournier Ave
 1. Parcel 0711K-03.003.000
 2. Name: Rosia Dell Moore
 3. Address: 1239 Fournier Ave, Gulfport, MS 39501
- 2) Development Schedule: If rezoning is approved, we will be submitting plans for remodel permits to renovate existing shell of a building into residential duplex housing. Expected timeline for renovations is approximately 6-9 months from receipt of approved building permit, subject to material availability and contractor schedules.

Exhibit F, p 1

- 3) Proposed Amendment: Rezone subject property from R-1-7.5 to R-2 to allow for rehabilitation and use as a duplex. Should result in no impact to surrounding land use and properties, as neighboring properties are already zoned R-2 and there are several duplexes in the area. Only positive impacts on neighboring properties, as building has been neglected and is an eyesore.
- 4) Error: Align zoning of property with the R-2 zoning applicable to the rest of the subdivision and neighborhood.

Exhibit F, p2



Matilda Welch

From: donaldwojcik <donaldwojcik@bellsouth.net>
Sent: Thursday, August 25, 2022 3:59 PM
To: Urban Development - Planners
Subject: Zoning Map Amendment 2208PC145

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

I am sending this e-mail because the weather is preventing me from being there in person. This is in reference to the Amendment 2208PC145.

I feel strongly that this is wrong to have a T5 commercial lot in the middle of a T4+ residential neighborhood. The agent has already split the property from the main property. Refer to Lot 7, was earlier this year was sold. So, lot 8 can be separated from the main piece of property keeping our neighborhood intact. Agent doesn't need to change zoning for a dog park or green space.

Donald Wojcik
1431 Georgia Place



Designation of Agent

I, Tulie Draper, being owner of the property 4707 Old Paces Rd
which is the subject of this application hereby authorize Derek Bjornstad to act as my
representative with the City of Gulfport's Zoning Board of Adjustment and Appeals, and/or Planning
Commission, and/or City Council, and/or permitting and licensing, as required by the City.

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

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

Tulie Draper
Signature

8/22/2022
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 22nd day of August, 20 22

Leslie Ervin
Notary Public



April 19, 2022
Commission Expiration

Exhibit C

SCANNED



SCANNED



John 1st JUDICIAL DISTRICT
Instrument 2022-0019185-D-J1
Filed/Recorded 08/01/2022 10:06:01 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:
Mien Thi Tran
1 Beau Braun Drive
Long Beach, MS 39560
(228) 343-6116

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

Grantee:
Julie Draper
Post Office Box 1305
Woodinville, WA 98072
(425) 344-0820

File No. B223703S

INDEXING INSTRUCTIONS: Lots 4-6, Block 2, Ridgewood Addition, 1st JD, Harrison County, Mississippi

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, I, **Mien Thi Tran**, do hereby sell, convey and warrant unto **Julie Draper** all of that certain tract, piece or parcel of land situated in the First Judicial District of Harrison County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

Lots 4, 5 and 6, Block 2, Ridgewood Addition, a subdivision as per 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 12 at page 43.

This being the same property as that conveyed to Mien Thi Tran by deed recorded as Instrument 2008 2377 D-J1, Land Deed Records of the First Judicial District of Harrison County, Mississippi.

Exhibit B, p1

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 quitclaims any and all oil, gas, and other minerals owned, if any, to Grantee. 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 of 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.

This conveyance is not part of the Grantor's homestead.

WITNESS MY SIGNATURE, on this the 29 day of July, 2022.


Mien Thi Tran

ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF Harrison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, **Mien Thi Tran** 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.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 29 day of July, 2022.

(AFFIX SEAL)

My commission expires:

1-28-2024

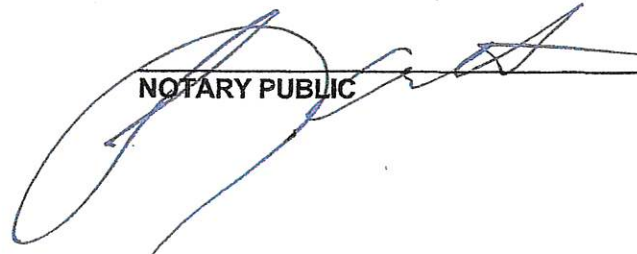

NOTARY PUBLIC



Exhibit B, p2

MISCELLANEOUS PAYMENT RECPT#: 11453370
CITY OF GULFPORT

GULFPORT, MS 39501

DATE: 08/25/22 TIME: 16:54:57
CLERK: mcunningh DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 175.00

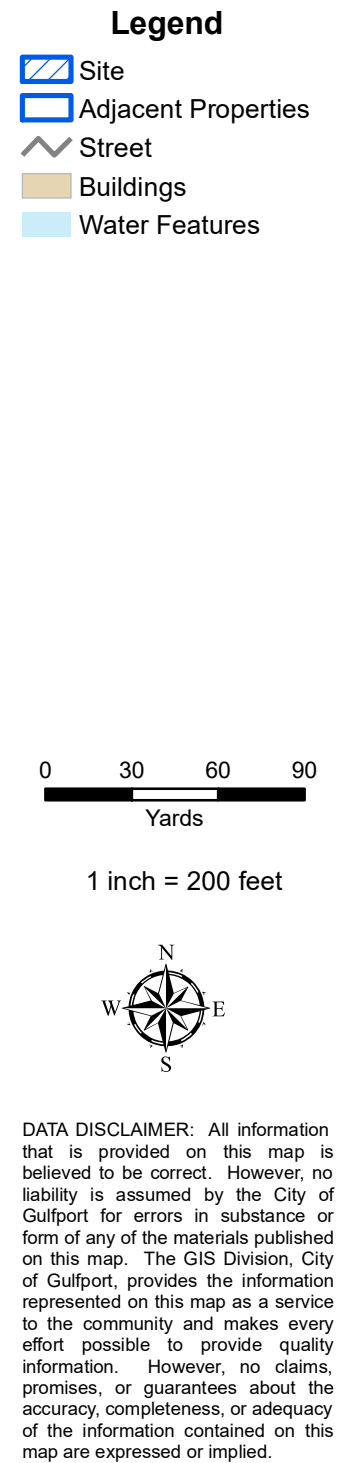
AMOUNT PAID: 175.00

PAID BY: JULIE DRAPER
PAYMENT METH: CASH

REFERENCE:

AMT TENDERED: 175.00
AMT APPLIED: 175.00
CHANGE: .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	33578	0711K-03-002.000	JULIE DRAPER (OWNER)	PO BOX 1305	WOODINVILLE	WA	98072
	33578	0711K-03-002.000	DEREK BJORNSTAD (AGENT)	103 TWIN CEDAR AVE	LONG BEACH	MS	39560
N			Adjacent Property Owners (2210PC181)				
	91220	0711K-03-026.000	PETROZZA SARA	1233 JOSEPH AVE	GULFPORT	MS	39501
	112426	0711K-03-023.001	GAYTEN HILTON JR	4715 OLD PASS RD	GULFPORT	MS	39501
	34229	0711K-01-037.000	BROOKS LIZZIE R L/E	2226 31ST AVE	GULFPORT	MS	39501
	91259	0711K-04-039.000	OWEN TOFIE M JR ETAL	P O BOX 673	GULFPORT	MS	39502
	33582	0711K-03-021.000	BAYOU RENTAL PROPERTIES INC	1502 MILL RD	GULFPORT	MS	39507
	91218	0711K-03-023.000	MAIS MARTHA	1703 62ND AVE	GULFPORT	MS	39501
	33601	0711K-03-024.000	HABITAT FOR HUMANITY OF MGC	2214 34TH ST	GULFPORT	MS	39501
	27249	0711K-01-036.000	WSMBD LLC	P O BOX 320073	FLOWOOD	MS	39232
	34228	0711K-01-038.000	BEARDEN LUCIOUS & CLIMENTEEN	1435 GENEVIEVE DR	GULFPORT	MS	39501
	33577	0711K-03-001.000	LAYTON MARK	213 LA JOLLA DR	TEMPE	AZ	85282
	34238	0711K-04-040.000	HILL PAUL	9062 CHEVROLET DR	ELLCOTT CITY	MD	21042
	33567	0711K-02-090.000	STEVENS STERLING H JR	15326 HIGHWAY 603	KILN	MS	39556
	33568	0711K-02-091.000	REAL ESTATE DEVELOPMENT LLC	17062 HENRY HOUSE RD	SAUCIER	MS	39574
	91258	0711K-04-038.000	OWEN JOSEPH SAM & TOFIE M JR	P O BOX 673	GULFPORT	MS	39502
N	95507	0711K-04-041.003	OWEN TOFIE M JR ETAL	P O BOX 673	GULFPORT	MS	39502
	33578	0711K-03-002.000	TRAN MIEN THI	117 JEFF DAVIS AVE	LONG BEACH	MS	39560
	33600	0711K-03-024.001	HABITAT FOR HUMANITY OF MGC	2214 34TH ST	GULFPORT	MS	39501
	95509	0711K-04-039.001	OWEN TOFIE M JR ETAL	P O BOX 673	GULFPORT	MS	39502
	33602	0711K-03-025.000	MCCRAY JAMES E & GERALDINE D	1321 JOSEPH AVE	GULFPORT	MS	39501
	33070	0711K-01-039.000	OWEN TOFIE M JR	P O BOX 673	GULFPORT	MS	39502
	33566	0711K-02-089.000	PRIOR DOROTHY	1600 RICH AVE	GULFPORT	MS	39501
	95508	0711K-04-041.004	OWEN TOFIE M JR ETAL	P O BOX 673	GULFPORT	MS	39502
	33581	0711K-03-022.000	BRUNER BARBARA GAYLE	1404 BONNIE BROOK	NORMAN	OK	73071
	33605	0711K-03-027.000	OLE FOREIGN OFFICE HOLDINGS LLC	P O BOX 82469	LAS VEGAS	NV	89180
	33597	0711K-03-004.000	MOORE ROSIA D	1239 FOURNIER AVE	GULFPORT	MS	39501
	33584	0711K-03-020.001	BONDS MARILYN E	1216 JOSEPH AVE	GULFPORT	MS	39501
N	91208	0711K-03-003.000	MOORE ROSIA DELL	1239 FOURNIER AVE	GULFPORT	MS	39501
N	138581	0711K-03-004.001	MOORE ROSIA DELL	1239 FOURNIER AVE	GULFPORT	MS	39501



D. J.

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:****IPL0093233****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

59.40

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**

October 6, 2022 11:35:41 AM EDT

Amount:

59.40

SCHEDULE FOR AD NUMBER IPL00932330

October 12, 2022

SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00932330**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 PM., Thursday, October 27, 2022 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Zoning Map Amendment 2209PC151, by owners Kenneth & Sherry Simmons, tax parcels 0910N-01-007.000, request to rezone from B-2 (General business) to R-B (Residence business) Ward 4

Resubdivision 2209PC175, by owner Steven Austin, tax parcel 0810N-02-023.000, Divide into two new parcels, 2006 30th Street, Zoned B-2 (General business), Ward 3

Zoning Map Amendment 2204PC077, by owner Gulf Coast Shipyard Realty, LLC, tax parcel 0909F-01-001.002, Request to rezone from I-2 (Heavy Industry) to I-3 (Planned industrial park), 13085 Seaway Rd, Ward 5

Planning Commission Approval 2210PC178, by agent John Dixon, tax parcel 0808L-02-017.000, Request approval to allow a medical dispensary use, 11370 HWY 49 Suite G, Zoned B-4 (Highway business), Ward 7

Zoning Map Amendment 2210PC181, by agent Derek Bjornstad, tax parcel 0711K-03-002.000, Request to rezone property from R-1-7.5 (Single-family) to R-2 (Single-family), 4707 Old Pass Rd, Zoned R-1-7.5 (Single-family), Ward 1

Zoning Text Amendment 2210PC184, by CRC Westside, amends the SmartCode Zoning Ordinance, as amended, Section 1.8.1 Damage Due to Emergency Conditions, Section 4.11.1 Damage Due to Emergency Conditions, and Section 5.12.1 Damage Due to Emergency Conditions.

Planning Commission Approval 2210PC185, by agent Stacy Craig, tax parcel 1007M-01-072.000, Request home occupation for a handyman, 13204 Curtis St, Zoned R-E (Residence estate), Ward 6

Zoning Map Amendment 2210PC186, by agent Ashleigh M. Vignes, tax parcel 0908M-01-010.000, Request to rezone from R-1-10 (Single-family) to B-1 (Neighborhood business), 13499 Dedeaux Rd, Ward 5

Special Exception 2210SE188, by agent Frankie Jackson, tax parcel 0809E-02-004.000, Requests a tattoo parlor use, 10000 Factory Shops Blvd, Suite 235, Zone B-4 (Highway business), Ward 3

Planning Commission Approval 2210PC190, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive body repair, 2601 15th Ave, Zoned B-2 (General business), Ward 3

Zoning Map Amendment 2210PC191, by agent Donovan Scruggs, tax parcels 1009M-03-006.000 & 1009M-03-004.000, Requests to rezone property from R-1-7.5 (Single-family) to B-1 (Neighborhood business), 11451 and 11463 Hillcrest Rd, Ward 4

Zoning Map Amendment 2210PC192, by agent Schwartz, Orgler & Jordan, PLLC, tax parcels 1010E-02-008.000 & 1010E-02-008.001, Requests to rezone property from T3 (Sub-Urban Zone) to T4+ (General Urban Zone "Plus"), 1285 Spring St, Ward 4

This the 5th day of October, 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 number 0711K-03-002.000, which is generally described as being located North of 11th Street, South of and adjacent to Old Pass Road, East of Joseph Avenue, and West of Fournier Avenue, 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 2210PC181; 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 number 0711K-03-002.000 is legally described as:

Lots 4, 5 and 6, Block 2, Ridgewood Addition, a subdivision as per 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 12 at page 43.

SECTION 2: The rezoning of said parcel shall be further subject to the following conditions: The owner, agent or lessee who requested rezoning of the property, which was subsequently rezoned by the Mayor and City Council must secure a building permit from the

Building Official and commence construction within one year from the date of approval of rezoning by the City Council. If no building permit has been obtained and said plan development is not completed according to approved plans, the rezoning of said parcel shall be null and void and automatically revert back to its original zoning classification.

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

SECTION 3: This ordinance shall be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

SECTION 4. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance amends the City’s Code of Ordinances and Official Zoning Map by rezoning Tax Parcel No. 0711K-03-002.000 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

2210PC181

TRANSCRIPT OF HEARING

October 27, 2022

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 27TH DAY OF OCTOBER 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
HAROLD SPANN
GARLON PEMBERTON

STAFF PRESENT:

GREG HOLMES
MATILDA WELCH
LORAIN HUGHES
KEVIN BROWN
CORY LONG

ALSO PRESENT:

MARGARET MURDOCK, City Attorney

1 MR. BROWN: Zoning Map Amendment 2210PC181
2 has been duly and timely noticed as required by law. The
3 applicant requests to rezone property from R-1-7.5 single
4 family to R-2 single family, 4707 Old Pass Road, zoned
5 R-1-7.5 single family, Ward 1. A copy of the packet Exhibit
6 A is considered hereby offered to the record.

7 MR. WILLIAMS: Thank you.

8 Is someone here speak for this case?

9 MS. DRAPER: I'm Julie Draper, 4707 Old Pass
10 Road.

11 We originally purchased this property. It
12 was an old commercial building that was divided into two
13 sections. It's a got a -- it's a CMU block wall building,
14 and it's got a dividing down the center of it. It was
15 originally used as commercial purposes in that neighborhood,
16 but it's zoned R-1-7.5 now. I believe it was annexed at
17 some point.

18 And when we were looking at it, we wanted to
19 originally do a home occupation there for a handyman service
20 and live in the other side, but we were told that was not
21 allowed in that zoning.

22 But when we came to talk to the planning
23 commission about a fence permit, they indicated that because
24 it's surrounded by the R-2 neighborhood that it would be a
25 soft sell for an R-2 zoning, and then we could put it back

1 as a duplex.

2 So since it's really kind of a prime subject
3 for that, we would like to get it rezoned to an R-2 so we
4 can do a duplex there.

5 MR. WILLIAMS: All right.

6 MS. DRAPER: And we've already received the
7 variance approval from the zoning for the setbacks because
8 it was just shy of the required for the new zoning.

9 MR. WILLIAMS: All right. Commissioners, any
10 questions of the applicant?

11 If something comes up, we'll bring you back
12 up. Thank you.

13 MS. DRAPER: Okay. Thank you.

14 MR. WILLIAMS: Anyone else here to speak for
15 this request?

16 Anyone here to speak against it or have
17 questions?

18 Commissioners, any questions you may have for
19 the staff or a motion? I think it's surrounded by R-2 and
20 B-1, so pretty straightforward.

21 MR. PEMBERTON: I motion to approve Case
22 2210PC181.

23 MR. WILLIAMS: Thank you.

24 I've got a motion. Do I have a second?

25 MR. SPANN: Second.

1 MR. WILLIAMS: Got a motion and a second to
2 approve the case as presented. Any further discussion? If
3 not, all those in favor signify by saying aye. Any opposed?

4 All right. Motion has been passed.

5 Thank you.

6 (Unanimous vote.)
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BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2210PC181

COURT REPORTER'S CERTIFICATE

I, Norma Jean Ladner Soroë, Certified Shorthand Reporter, do hereby certify that to the best of my skill and ability I have reported the hearing held before the City of Gulfport Planning Commission and that the foregoing 4pages constitute a true and correct transcription of said hearing held on the 27th day of October 2022.

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

Witness my signature this the 2nd day of November 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: December 6, 2022

Re: Ordinance - rezoning a tax parcel from R-1-10 (Single-family) to B-1 (Neighborhood business) - located at 13499 Dedeaux Road - Case # 2210PC186 - Ward 5.

Zoning Map Amendment 2210PC186, by agent Ashleigh M. Vignes, tax parcel 0908M-01-010.000, Request to rezone from R-1-10 (Single-family) to B-1 (Neighborhood business), 13499 Dedeaux Rd, Ward 5

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Cory Long, Planning Administrator
Urban Development Department

Date: November 23, 2022

Re: Zoning Map Amendment 2210PC186, by agent Ashleigh M. Vignes, tax parcel 0908M-01-010.000, Request to rezone from R-1-10 (Single-family) to B-1 (Neighborhood business), 13499 Dedeaux Rd, Ward 5

Planning Commission recommendation: To approve applicant request.

Motion: Mrs. Adolph

Second: Mr. Spann

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

Action: Motion was carried unanimously.

Speaking for the Petition:

1. Ashleigh Vignes

Speaking against the Petition: None

On October 27, 2022, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for December 6, 2022.

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 22104PC186

Hearing Date: October 27, 2022

Current Zoning/Use: R-1-10 / Single-family Residence

Legal: Zoning Map Amendment 2210PC186, by agent Ashleigh M. Vignes, tax parcel 0908M-01-010.000, Request to rezone from R-1-10 (Single-family) to B-1 (Neighborhood business), 13499 Dedeaux Rd, Ward 5

TECHNICAL DETAILS

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

When requesting rezoning of real property, **an applicant must prove, by clear and convincing evidence**, one of the following:

1. That there was a mistake in the original zoning, or
2. That the character of the neighborhood has changed to such an extent as to justify reclassification, **and** that there was a public need for rezoning.

The applicant requests to rezone approximately 2.92 acres from an R-1-10 (Single-family) district to B-1 (Residential Business). The subject property consist of a 3,380 square foot single-family home on 2.92 acres of land. The subject property's immediate vicinity offers a combination of commercial and residential development. The use of the existing structure is residential and is currently occupied. However, the applicant states, "they would like to sale the property and upon approval of the Zoning Map Amendment, the occupant will vacate the property."

The applicant has chosen a change in the character of the neighborhood and public need as a justification for change of the current zoning district:

1. Mistake or error is not addressed by the applicant.
2. The applicant cites that the subject property has long been developed as a single-family residence. However, since the construction of the home, the subject's neighborhood has experienced significant growth, changing the character of the neighborhood. In recent years, a number of residential properties within close proximity to the subject property have been reclassified and are now operating in various commercial capacities. In addition, the increase in commercial activity can be seen through nearly a decade of aerial

Technical Report

Zoning Map Amendment

photography. Further, the subject property is adjacent to a B-1 (Neighborhood business) zoning district to the east and to the west, (See attached map). Additionally, a site visit was conducted on October 17, 2022; staff found that the existing neighborhood is in fact a mixed-use neighborhood. For example, the immediate surrounding area consist of MSU Extension Head Start, Help At Home Services, 4 Paws Lodge, Town & Country Veterinary Clinic, P.A, Family Dentistry The Kratom Shack, Pepsi Corporation, Single-family, and Duplex use. Therefore, the re-zoning of the property would not cause detriment to the existing character of the neighborhood.

EXECUTIVE SUMMARY

The re-zoning of the current location would be in harmony with the existing commercial and residential nature of the surrounding area.

Any approval should consider these conditions:

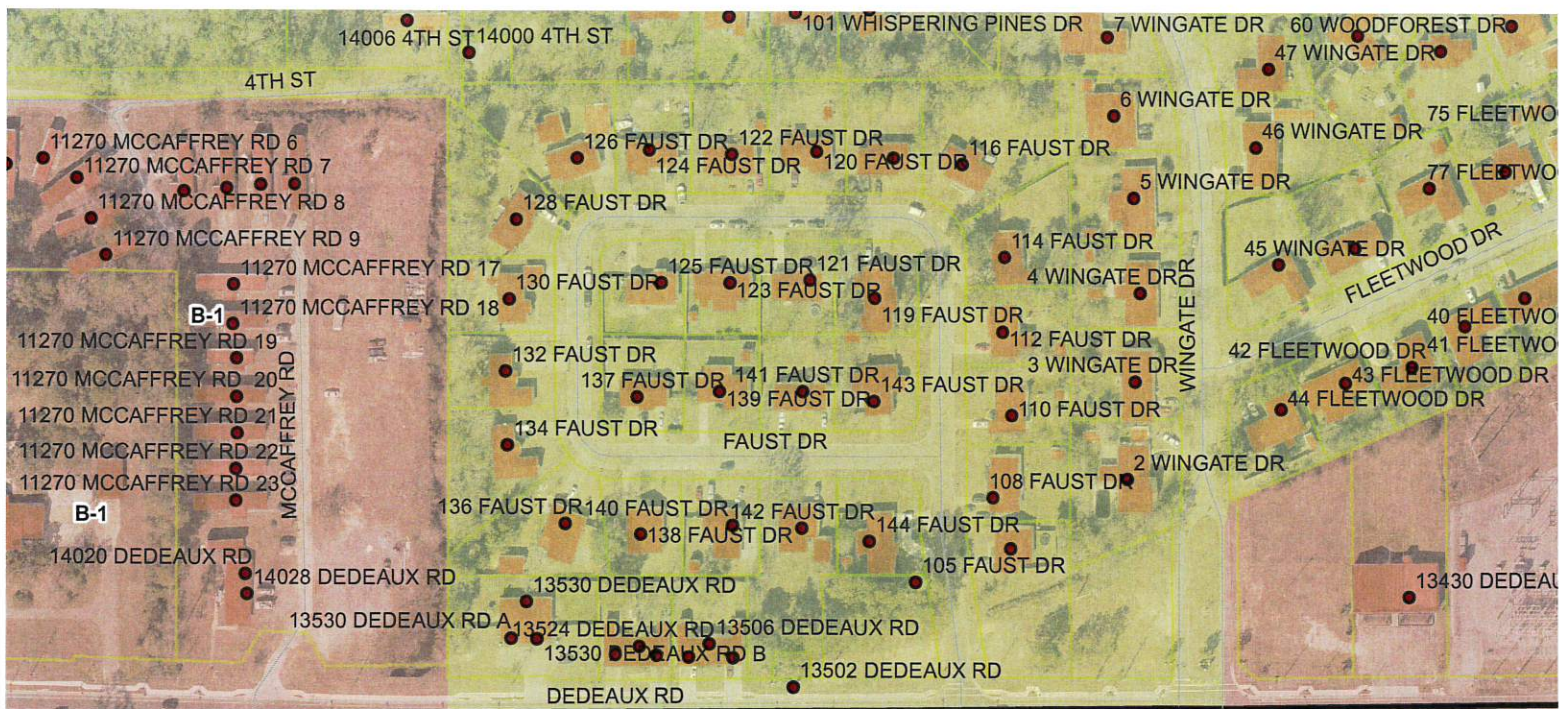
1. Approval allows applicant to rezone property from R-1-10 (Single-family) to B-1 (Neighborhood business).

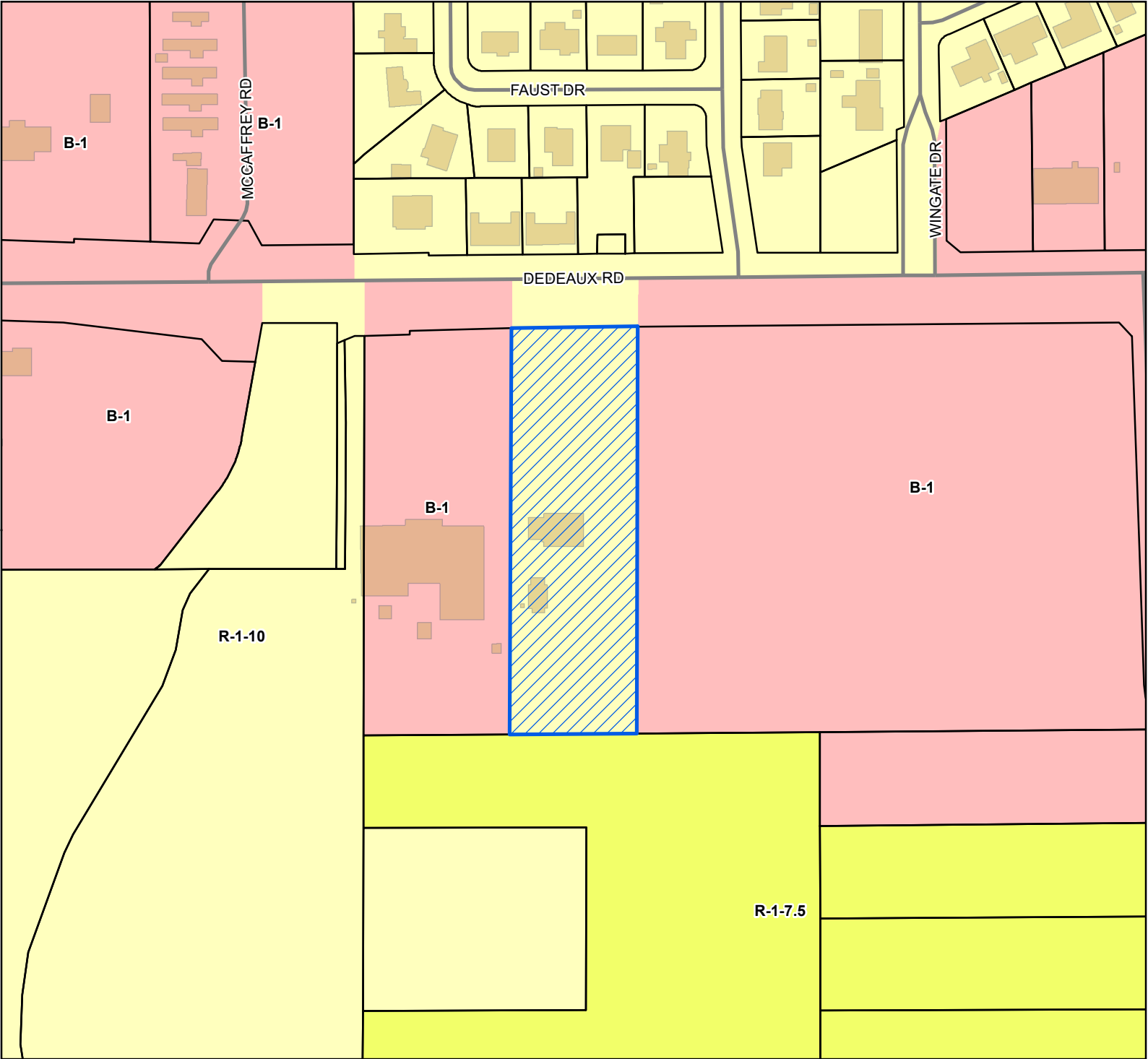
DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Pietrangelo

Director of Urban Development Department





Site

Street

Parcels

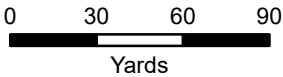
Buildings

Zoning

- B-1 - Neighborhood Business District
- R-1-10 - Single Family Residence (Low Density)
- R-1-7.5 - Single Family Residence District (Low Density)

Site Information

0908M-01-010.000
Zoning: R-1-10 (Single-family residence)
Size: 2.45 Acres
Flood: X



1 inch = 200 feet



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



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

For Staff Use Only

Case File #: 2210PC186Date Received: 9-6-22

Receipt #: _____

Received By: CHZoning: R-1-10Ward: 5 Flood: XSize: 2.45 acres

(If necessary, use separate sheet of paper)

TAX PARCEL #

0	9	0	8	M	-	0	1	-	0	1	0	•	0	0	0
					-			-				•			
					-			-				•			

Address of Property Involved: 13499 Dedeaux Road, Gulfport, MS 39503Lot(s) N/A, Block(s) N/A, Subdivision N/AGeneral Location: Approximately one and three-quarters miles east of the intersection of Dedeaux Road and U.S. Highway 49**GENERAL DESCRIPTION OF REQUEST:**Request to change zoning from R-1-10 (Single-family residence districts—low density) to B-1 (Neighborhood Business District).**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

Cassandra L. Conner

Printed Name Of Owner

21960 Blackwell Farm Road

Mailing Address

Saucier MS 39574

City State Zip code

228-832-8376 228-669-8129

Home Phone Work/Cell Phone

cassconn3@aol.com

Email

Signature Of Owner

Ashleigh M. Vignes

Printed Name Of Agent

12714 Village Avenue West

Mailing Address

Biloxi MS 39532

City State Zip code

228-669-2170 228-669-2170

Home Phone Work/Cell Phone

ashleighvignes@gmail.com

Email

Signature Of Agent

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

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

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

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

NAME OF OWNER (PRINT) Johnny R. Conner

ADDRESS (STREET, CITY, STATE, ZIP CODE) 21960 Blackwell Farm Road, Saucier, MS 39574

PHONE # (H) 228-832-8376 (W) _____

TAX PARCEL NUMBER(S) OWNED 0908M-01-010.000

SIGNATURE: Johnny R. Conner

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: Ashleigh M. Vignes

September 2, 2022

City of Gulfport
Urban Development – Planning Division
1410 24th Avenue
Gulfport, MS 39501

Re: Zoning Map Amendment/Land Use Reclassification – 13499 Dedeaux Road, Gulfport, MS

To Whom It May Concern:

This letter is to request a zoning map amendment/land use reclassification of the property located at 13499 Dedeaux Road, Gulfport, MS 39503 (Parcel #: 0908M-01-010.000) from R-1-10; Single Family Residence District to B-1; Neighborhood Business District. The request for reclassification is due to the change in the character of the neighborhood and the public need for rezoning.

The subject property consists of a 3,380 SF single-family residence on 2.92 acres. The subject is located within the city limits of Gulfport, approximately one and three-quarter miles east of the intersection of Dedeaux Road and U.S. Highway 49. It is located in the central portion of the neighborhood with the immediate area being approximately 90% built up. The subject property's immediate vicinity offers a combination of commercial and residential development.

The subject property has long been developed as a single-family residence. However, since the construction of the home, the subject's neighborhood has experienced significant growth, changing the character of the neighborhood. In recent years, a number of residential properties within close proximity to the subject have been reclassified and are now operating in various commercial capacities. A large daycare facility, now operating as MSU Extension Head Start, was constructed on the former residential parcel located to the west of the subject property. Other recognized uses in the immediate area of the subject include retail and office. The requested reclassification would be consistent with other reclassifications resulting from the growth of the neighborhood. As outlined in the zoning map on the following page, a number of properties within close proximity to the subject property have been rezoned to B-1; Neighborhood Business District.

Further, Dedeaux Road now serves as a connector road to two of the city's major roadways, U.S. Highway 49 and MS 605. As such, the increased traffic count on Dedeaux Road required parts of the road to be widened. Recently, Dedeaux Road from Three Rivers Road to Dede Drive was widened from two lanes to a four-lane boulevard. The subject property is located along this portion of the road and was involved in the right-of-way taking required for the widening project.

Granting the requested amendment/reclassification will not be materially detrimental to the public welfare or injurious to the property or improvements in the zoning district in which the subject property is located. In addition, the granting of the requested amendment/reclassification will have no effect on any adjoining properties. The adjoining properties located to the east and west of the subject property are currently zoned B-1; Neighborhood Business District. The

adjoining property located to the south is currently zoned R-1-7.5 but does not have frontage along Dedeaux Road. According to the tax rolls, the names and addresses of the adjacent property owners are as follows:

Mississippi State University
13523 Dedeaux Road
Gulfport, MS 39503
Parcel #: 0908M-01-011.000

Dedeaux Properties I LP
0 Dedeaux Road
Gulfport, MS 39503
Parcel #: 0908M-01-009.000

Dickie Joe & Jennifer A. Ladner
14099 Dedeaux Road
Gulfport, MS 39503
Parcel #: 0908M-01-013.000

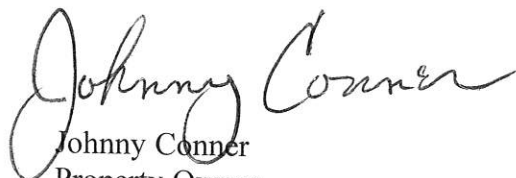
At the present time, development is not planned for the subject property. It is our intention to market and sell the subject property.

We can be reached via phone or email if you have any questions. Thank you for your consideration.

Sincerely,



Cassandra Conner
Property Owner
21960 Blackwell Farm Road
Saucier, MS 39574
228-669-8129
Cassconn3@aol.com



Johnny Conner
Property Owner
21960 Blackwell Farm Road
Saucier, MS 39574
228-832-8376

September 2, 2022

City of Gulfport
Urban Development – Planning Division
1410 24th Avenue
Gulfport, MS 39501

Re: Agent for Zoning Map Amendment/Land Use Reclassification

To Whom It May Concern:

We, Cassandra and Johnny Conner, are the owners of the property located at 13499 Dedeaux Road in Gulfport, Mississippi (Parcel #: 0908M-01-010.000). We hereby authorize Ashleigh Vignes, our daughter, to act as our agent for the zoning map amendment/land use reclassification of the above-mentioned property.

Property Owner Signatures:

DATED: 9-2-22
Cassandra Conner
Cassandra Conner
21960 Blackwell Farm Road
Saucier, MS 39574
228-669-8129

Johnny Conner
Johnny Conner
21960 Blackwell Farm Road
Saucier, MS 39574
228-832-8376

STATE OF MISSISSIPPI, COUNTY OF HARRISON, ss:

On this 2nd day of September, 2022, before me,
Angela T. George, personally appeared Cassandra Conner and Johnny Conner,
known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within
instrument and acknowledged that they executed the same as for the purposes therein contained.

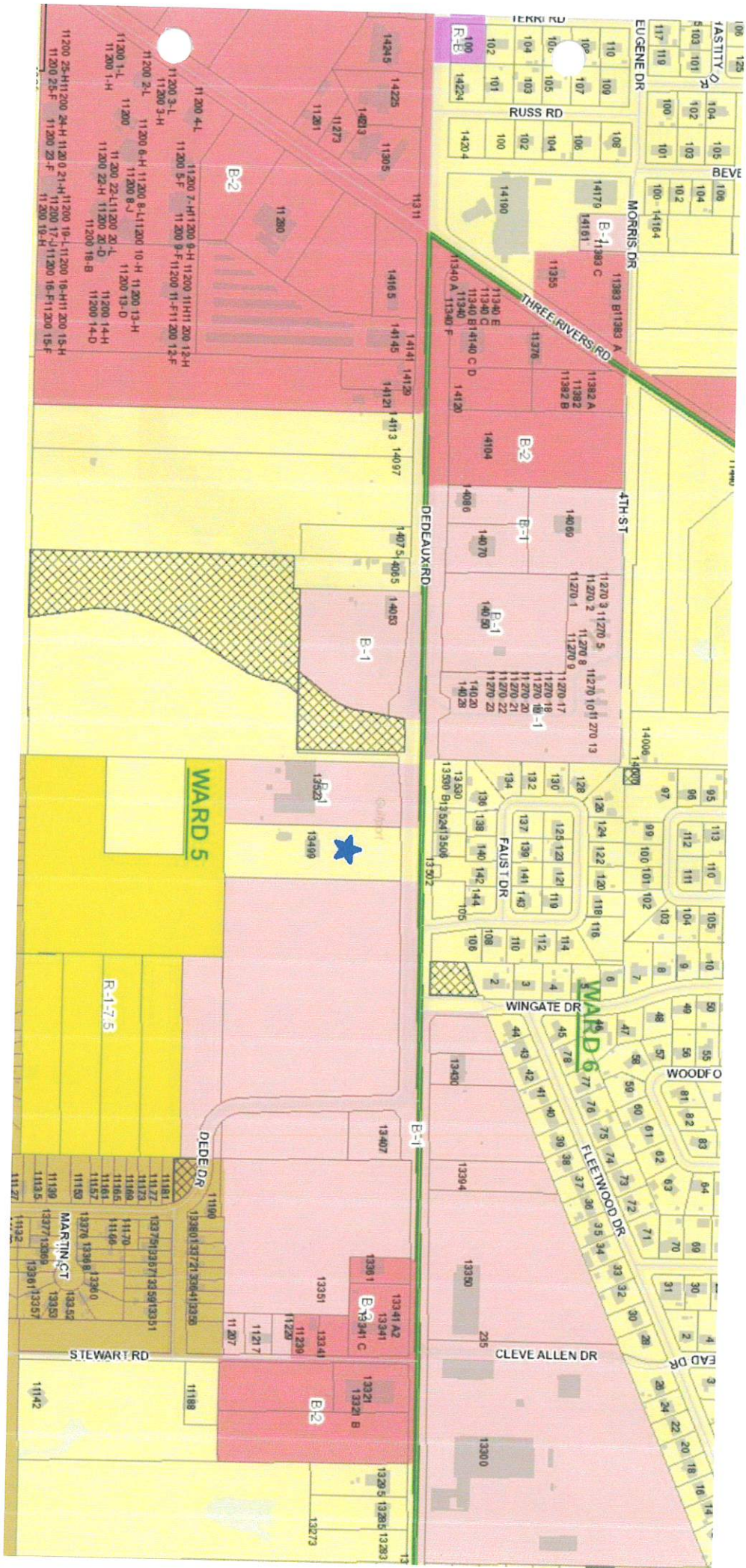
In witness whereof I hereunto set my hand and official seal.



Angela T. George
Notary Public

Notary
Title (and Rank)

My commission expires 3/23/2025



MARGINAL NOTATION FORM

Instrument	2012-0004807-T-J1	Book	0	Page	0
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HARRISON COUNTY, MS Clerk's Office

Honorable JOHN MCADAMS

Instrument Type	Instrument#	Book	Page	Lot/SubDivision	Date	Deputy Clerk
TRUST BOOK-DEED OF TRUST		2783	551	E 182 FT OF W 390 FT OF NW 1/4 OF - SURVEY A	TAC 03/03	



John R. Black 1st Judicial District
Instrument 2012 4807 T -J1
Filed/Recorded 5/21/2012 01:08 P
Total Fees \$ 12.00
1 Pages Recorded

Document Prepared By and
When Recorded Return To:
ReconTrust Company, N.A.
2575 W. Chandler Blvd.
Mail Stop: AZ1-804-02-11
Chandler, AZ 85224
(800) 540-2684



UID: b610cddd-eed4-4c18-8a1e-8bf7989c8921
DOCID_000472192632005N

RELEASE OF DEED OF TRUST

TO: The CLERK of the CHANCERY COURT of HARRISON, Mississippi

You are hereby authorized and directed to mark canceled and satisfied of record the following described Deed of Trust executed by

CASSANDRA GREEN CONNER, JOHNNY RAY CONNER

for the benefit of Mortgage Electronic Registration Systems, Inc. which is of record in Book 2783 at Page 0551, as Instrument # 2003 26004 T, of the Records of Deed of Trust in the office of the Chancery Clerk of HARRISON County, Mississippi.

WITNESS our hand this 14 day of May, 2012.

Mortgage Electronic Registration Systems, Inc.

Maria Fregin, Assistant Vice President

STATE OF ARIZONA
COUNTY OF MARICOPA

On 5-14-12, before me, Michelle R. Black, Notary Public, personally appeared Maria Fregin, Assistant Vice President of Mortgage Electronic Registration Systems, Inc., whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last written.



MARITAL NOTATION FORM

Indement

2012-0004807-T-J1

Book

2783

Page

551

HARRISON COUNTY, MS Clerk's Office

Honorable JOHN MCADAMS

Indement Type

Indement#

Book

Page

Ind/Book/Date

Date

Deputy Clerk

TRUST BOOK-RELEASE OF MOR

2012-0004807-T-J1

0

SATIS DT 2783 P 551

5/21/2012

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O. Box 10423
Van Nuys, CA 91410-0423

Prepared By:
MELISSA MALINOWSKI
COUNTRYWIDE HOME LOANS, INC.

3330 WEST ESPLANADE, SUITE
405
METAIRIE
LA 70002
Phone: (504) 831-3055



1st Judicial District
Instrument Number 2003 280047
Filed 12 23 2003 4 3 P
Total Fees 12.00
Book 176 Page 551-552 Recorded 12-24-03

(Space Above This Line For Recording Data)

00004721926312003

[Doc ID #]

DEED OF TRUST

MIN 1000157-0003231135-5

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated DECEMBER 15, 2003, together with all Riders to this document.

(B) "Borrower" is

CASSANDRA GREEN CONNER, AND JOHNNY RAY CONNER, HUSBAND AND WIFE

Borrower is the trustor under this Security Instrument.

(C) "Lender" is

COUNTRYWIDE HOME LOANS, INC.

Lender is a CORPORATION

organized and existing under the laws of NEW YORK

Lender's address is

P.O. Box 660694, Dallas, TX 75266-0694

(D) "Trustee" is

CTC REAL ESTATE SERVICES

400 COUNTRYWIDE WAY, MSN SV-00, SIMI VALLEY, CA 93065

BK2783PG0552

DOC ID #: 00004721926312003

(F) "Note" means the promissory note signed by Borrower and dated DECEMBER 15, 2003. The Note states that Borrower owes Lender FORTY FOUR THOUSAND SIX HUNDRED and 00/100

Dollars (U.S. \$ 44,600.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JANUARY 01, 2014.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ Second Home Rider |
| ☐ Balloon Rider | ☐ Planned Unit Development Rider | ☐ 1-4 Family Rider |
| ☐ VA Rider | ☐ Biweekly Payment Rider | ☐ Other(s) [specify] |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of

BK2783PG9553

DOC ID #: 00004721926312003

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number: 0908m-01-010.000

which currently has the address of

13499 DEDEAUX ROAD, GULFPORT

[Street/City]

Mississippi 39503 ("Property Address"):

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payment is insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied

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DOC ID #: 00004721926312003

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

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Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagees and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim.

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DOC ID #: 00004721926312003

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loan reserve in

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DOC ID #: 00004721926312003

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction:

(a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing

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DOC ID #: 00004721926312003

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument

BK2783PG0559

DOC ID #: 00004721926312003

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant

BK2783PG0560

DOC ID #: 00004721926312003

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give Borrower, in the manner provided in Section 15, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by Applicable Law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in HARRISON County as Trustee designates in the notice of sale in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. If Trustee is requested to cancel this Security Instrument, all notes evidencing debt secured by this Security Instrument shall be surrendered to Trustee. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a

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DOC ID #: 00004721926312003

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

Cassandra Green Conner (Seal)
CASSANDRA GREEN CONNER
13499 DEDEAUX ROAD
GULFPORT, MS 39503

Johnny Ray Conner (Seal)
JOHNNY RAY CONNER
13499 DEDEAUX ROAD
GULFPORT, MS 39503

____ (Seal)
-Borrower

____ (Seal)
-Borrower

STATE OF MISSISSIPPI,

County ss: Harrison

On this 15th day of December, 2003, personally appeared before me, the undersigned authority in and for said County and State, the within named

Cassandra Green Conner and Johnny Ray Conner

, who acknowledged that he/she/they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office.

My Commission Expires:
NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: Dec 30, 2004
BONDED THRU NOTARY PUBLIC UNDERWRITERS

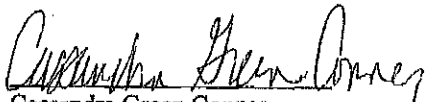
Sandra Kay Bates

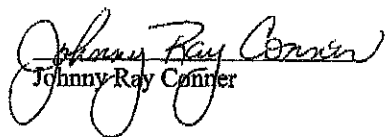
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EXHIBIT "A"

The East 182 feet of the West 390 feet of the NW 1/4 of NW 1/4 of the SW 1/4 of Section 11, Township 7 South, Range 11 West, Harrison County, Mississippi, all as shown by Survey of Verlon Byrd, Registered Surveyor, copy of which is attached hereto as Exhibit B.

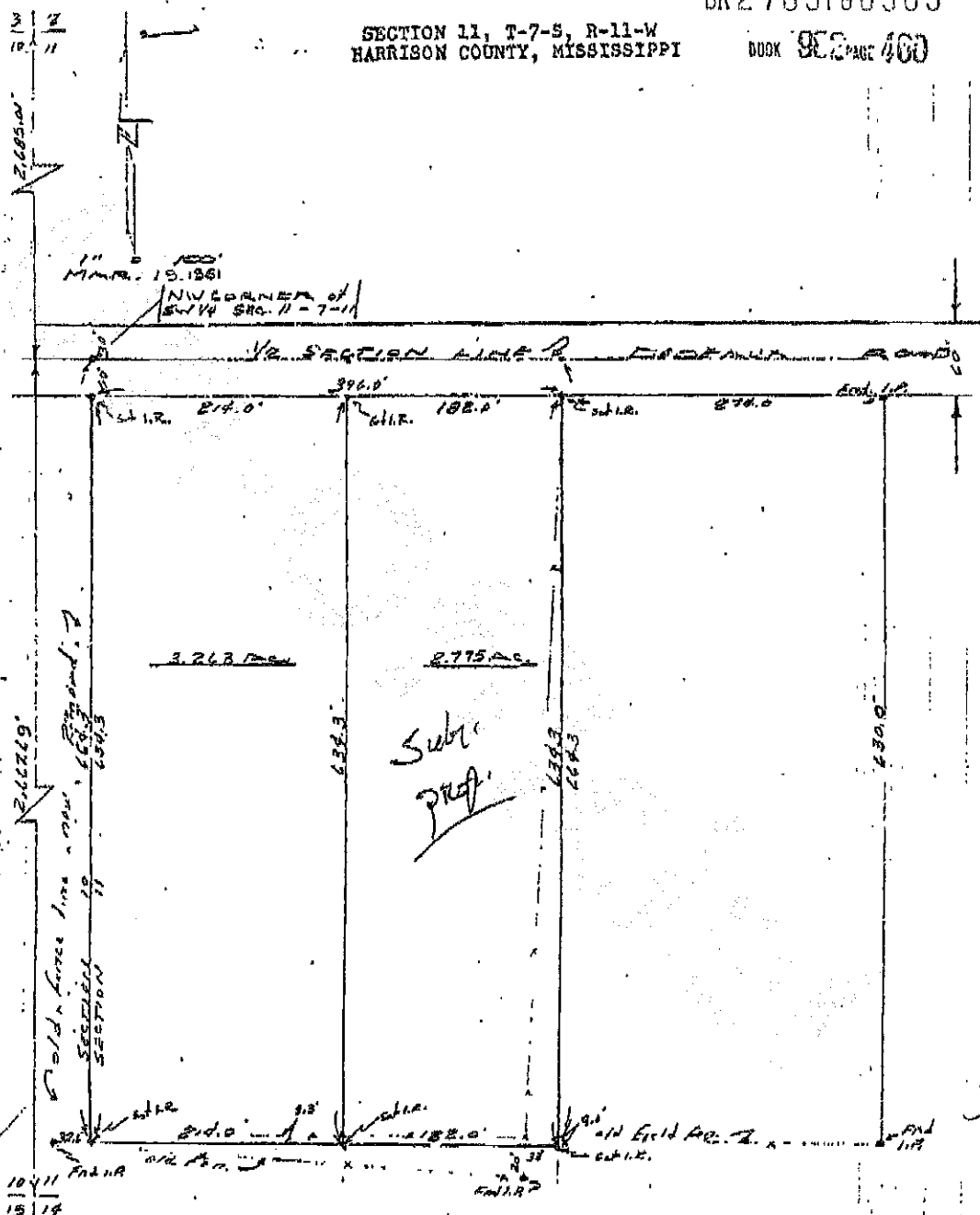
Signed for identification this 15th day of December, 2003.


Cassandra Green Conner


Johnny Ray Conner

BK 2783 PG 0563

DUCK 952 PAGE 460



This is to Certify that I have surveyed the west 396.0 feet of the NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 11, Township 7 South, Range 11 West, Harrison County, Mississippi. Also the east 182.0 feet of the said west 396.0 feet. All dimensions and other data as shown hereon are true and correct.

MISCELLANEOUS PAYMENT RECPT#: 11469267
CITY OF GULFPORT

GULFPORT, MS 39501

DATE: 09/06/22 TIME: 09:27:14
CLERK: cbrown DEPT:
CUSTOMER#:

COMMENT:

CHG: PZD PLANNING AND ZO 175.00

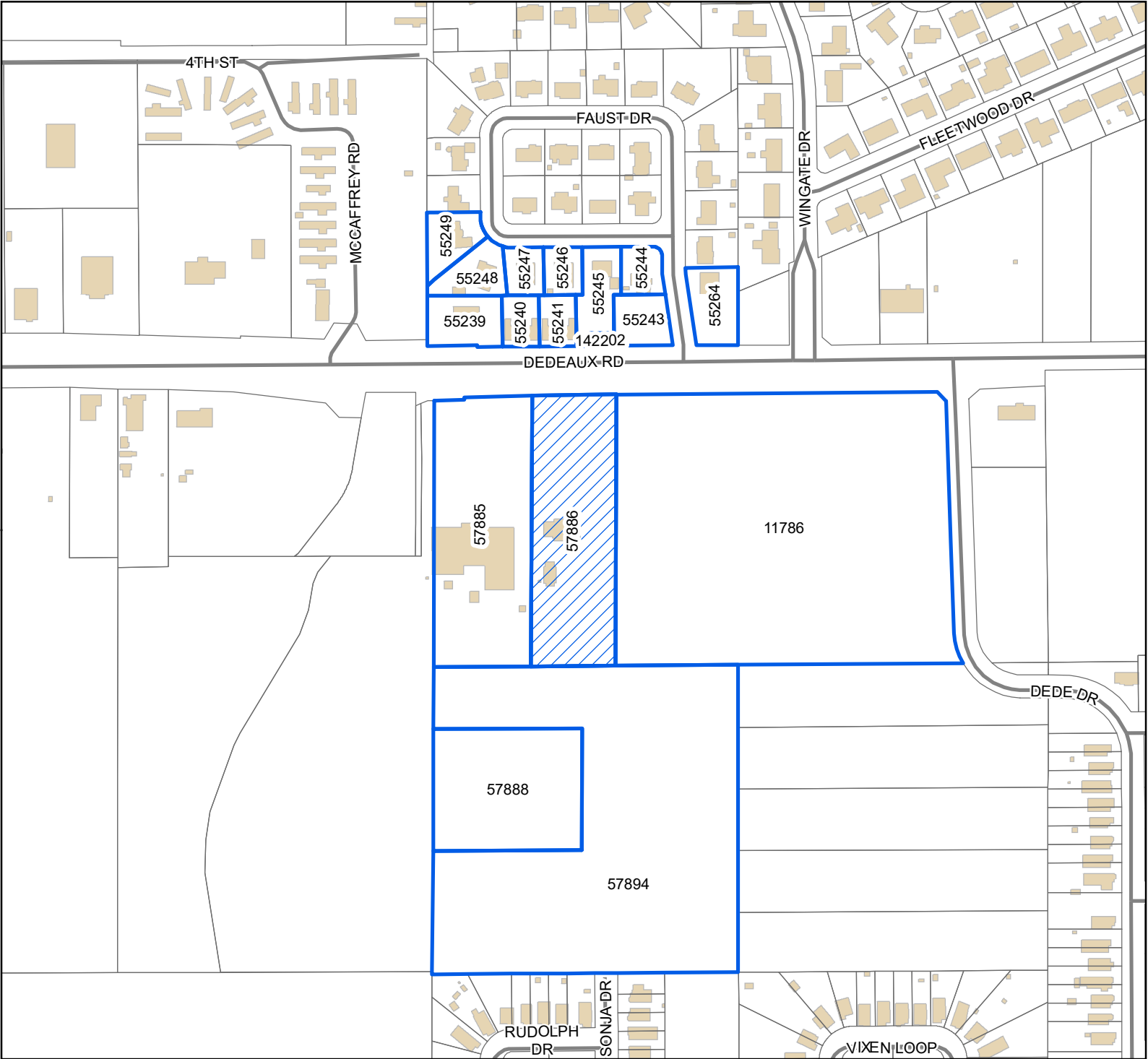
AMOUNT PAID: 175.00

PAID BY: JOHNNY RAY CONNER
PAYMENT METH: CHECK
5592

REFERENCE:

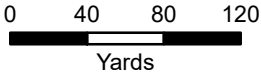
AMT TENDERED: 175.00
AMT APPLIED: 175.00
CHANGE: .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	57886	0908M-01-010.000	CONNER JOHNNY R & CASSANDRA L (OWNE	21960 BLACKWELL FARM RD	GULFPORT	MS	39503
	57886	0908M-01-010.000	ASHLEIGH M. VIGNES (AGENT)	12714 VILLAGE AVENUE WEST	BILOXI	MS	39532
			Adjacent Property Owners (2210PC186)				
	55247	0908L-02-015.016	SIMMONS CYNTHIA	12351 BRITTANY BLVD	GULFPORT	MS	39503
	55244	0908L-02-015.019	CONLEY JENNIE	144 FAUST DR	GULFPORT	MS	39503
	55264	0908L-02-015.000	SOMS HOLDING LLC & HOLDING LLC	4601 BRIARWOOD DR, STE 100	JACKSON	MS	39206
	55246	0908L-02-015.017	HARPER GLORIA J	140 FAUST DR	GULFPORT	MS	39503
	55241	0908L-02-015.030	LOTT ROBERT C	13506 DEDEAUX RD	GULFPORT	MS	39503
	55240	0908L-02-015.031	COFFMAN SARAH	1113 MILLS AVE	GULFPORT	MS	39501
	55248	0908L-02-015.015	CHARLOT WANDA D	136 FAUST DR	GULFPORT	MS	39503
	55243	0908L-02-015.028	CONLEY JENNIE	144 FAUST DR	GULFPORT	MS	39503
	55239	0908L-02-015.032	SMITH IAN J	13530 DEDEAUX RD	GULFPORT	MS	39503
	55249	0908L-02-015.014	PICKREIGN BARRY J &	CHRISTOPHER S CLARK	GULFPORT	MS	39503
	55245	0908L-02-015.018	MANALO RICHARD	142 FAUST DR	GULFPORT	MS	39503
	11786	0908M-01-009.000	DEDEAUX PROPERTIES I LP	13407 DEDEAUX RD	GULFPORT	MS	39503
	57888	0908M-01-012.000	HEINZ CHAS MRS	1604 BELMONT PL	METAIRIE	LA	70001
	57894	0908M-01-013.000	LADNER DICKIE JOE & JENNIFER A	24040 TIM BRADLEY RD	SAUCIER	MS	39574
	57885	0908M-01-011.000	MISSISSIPPI STATE UNIVERSITY OF AGR	195 LEE BLVD, YMCA BLDING STE 350	MISSISSIPPI STAT	MS	39762
	142202	0908L-02-015.033	GULFPORT CITY OF	PO BOX 1780	GULFPORT	MS	39502



Legend

- Site
- Adjacent Properties
- Street
- Buildings



1 inch = 300 feet



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

D. J.

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:****IPL0093233****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

59.40

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**

October 6, 2022 11:35:41 AM EDT

Amount:

59.40

SCHEDULE FOR AD NUMBER IPL00932330

October 12, 2022

SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00932330**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 PM., Thursday, October 27, 2022 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Zoning Map Amendment 2209PC151, by owners Kenneth & Sherry Simmons, tax parcels 0910N-01-007.000, request to rezone from B-2 (General business) to R-B (Residence business) Ward 4

Resubdivision 2209PC175, by owner Steven Austin, tax parcel 0810N-02-023.000, Divide into two new parcels, 2006 30th Street, Zoned B-2 (General business), Ward 3

Zoning Map Amendment 2204PC077, by owner Gulf Coast Shipyard Realty, LLC, tax parcel 0909F-01-001.002, Request to rezone from I-2 (Heavy Industry) to I-3 (Planned industrial park), 13085 Seaway Rd, Ward 5

Planning Commission Approval 2210PC178, by agent John Dixon, tax parcel 0808L-02-017.000, Request approval to allow a medical dispensary use, 11370 HWY 49 Suite G, Zoned B-4 (Highway business), Ward 7

Zoning Map Amendment 2210PC181, by agent Derek Bjornstad, tax parcel 0711K-03-002.000, Request to rezone property from R-1-7.5 (Single-family) to R-2 (Single-family), 4707 Old Pass Rd, Zoned R-1-7.5 (Single-family), Ward 1

Zoning Text Amendment 2210PC184, by CRC Westside, amends the SmartCode Zoning Ordinance, as amended, Section 1.8.1 Damage Due to Emergency Conditions, Section 4.11.1 Damage Due to Emergency Conditions, and Section 5.12.1 Damage Due to Emergency Conditions.

Planning Commission Approval 2210PC185, by agent Stacy Craig, tax parcel 1007M-01-072.000, Request home occupation for a handyman, 13204 Curtis St, Zoned R-E (Residence estate), Ward 6

Zoning Map Amendment 2210PC186, by agent Ashleigh M. Vignes, tax parcel 0908M-01-010.000, Request to rezone from R-1-10 (Single-family) to B-1 (Neighborhood business), 13499 Dedeaux Rd, Ward 5

Special Exception 2210SE188, by agent Frankie Jackson, tax parcel 0809E-02-004.000, Requests a tattoo parlor use, 10000 Factory Shops Blvd, Suite 235, Zone B-4 (Highway business), Ward 3

Planning Commission Approval 2210PC190, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive body repair, 2601 15th Ave, Zoned B-2 (General business), Ward 3

Zoning Map Amendment 2210PC191, by agent Donovan Scruggs, tax parcels 1009M-03-006.000 & 1009M-03-004.000, Requests to rezone property from R-1-7.5 (Single-family) to B-1 (Neighborhood business), 11451 and 11463 Hillcrest Rd, Ward 4

Zoning Map Amendment 2210PC192, by agent Schwartz, Orgler & Jordan, PLLC, tax parcels 1010E-02-008.000 & 1010E-02-008.001, Requests to rezone property from T3 (Sub-Urban Zone) to T4+ (General Urban Zone "Plus"), 1285 Spring St, Ward 4

This the 5th day of October, 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-1-10 (SINGLE-FAMILY) DISTRICT TO B-1 (NEIGHBORHOOD BUSINESS) DISTRICT

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission and City departments, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that ad valorem tax parcel number 0908M-01-010.000 which is generally described as being located North of Sonja Drive, South of and adjacent to Dedeaux Road, East of Three Rivers Road, and West of DeDe Drive, should be rezoned from its present classification of R-1-10 (Single-family) District to B-1 (Neighborhood Business) District. The Case File Number is 2210PC186; 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-1-10 (Single-family) District to B-1 (Neighborhood Business) District.**

Ad valorem tax parcel number 0908M-01-010.000 is legally described as:

The East 182 feet of the West 390 feet of the NW 1/4 of NW 1/4 of the SW 1/4 of Section 11, Township 7 South, Range 11 West, Harrison County, Mississippi, all as shown by Survey of Verlon Byrd, Registered Surveyor, copy of which is attached hereto as Exhibit B.

SECTION 2: The rezoning of said parcel shall be further subject to the following conditions: The owner, agent or lessee who requested rezoning of the property, which was

subsequently rezoned by the Mayor and City Council must secure a building permit from the Building Official and commence construction within one year from the date of approval of rezoning by the City Council. If no building permit has been obtained and said plan development is not completed according to approved plans, the rezoning of said parcel shall be null and void and automatically revert back to its original zoning classification.

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

SECTION 3: This ordinance shall be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

SECTION 4. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance amends the City’s Code of Ordinances and Official Zoning Map by rezoning Tax Parcel No. 0908M-01-010.000 from its present zoning classification of R-1-10 (Single-family) district to B-1 (Neighborhood Business) 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

2210PC186

TRANSCRIPT OF HEARING

October 27, 2022

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 27TH DAY OF OCTOBER 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
HAROLD SPANN
GARLON PEMBERTON

STAFF PRESENT:

GREG HOLMES
MATILDA WELCH
LORAIN HUGHES
KEVIN BROWN
CORY LONG

ALSO PRESENT:

MARGARET MURDOCK, City Attorney

1 MR. BROWN: Zoning Map Amendment 2210PC186
2 has been duly and timely noticed as required by law. The
3 applicant requests to rezone from R-1-10 single family to
4 B-1 neighborhood business 13499 Dedeaux Road, Ward 5. A
5 copy of the packet Exhibit A considered hereby offered to
6 the record.

7 MR. WILLIAMS: Thank you.

8 Someone here to speak for this request?

9 MS. VIGNES: Ashleigh Vignes. My address is
10 12714 Village Avenue West, and that's in Biloxi.

11 We're requesting rezoning due to a change in
12 the character of the neighborhood. There are a number of
13 properties in the immediate vicinity of the subject that are
14 currently utilized in various commercial capacities.

15 The subject is located along a portion of the
16 roadway that was previously widened.

17 In addition, the two contiguous properties
18 that also have street frontage are currently zoned
19 neighborhood business, and the property that is directly to
20 the west of the subject is currently utilized as a Head
21 Start day care.

22 MR. WILLIAMS: Okay. Any questions?

23 I think if y'all look at it, the properties
24 on the left and right of this property are B-1 already.

25 Thank you. If something comes up, we'll

1 bring you back up. Thank you.

2 MS. VIGNES: Thank you.

3 MR. WILLIAMS: Anyone else here to speak for
4 the request?

5 Anyone here to speak against the request?

6 Commissioners, any questions for the staff or
7 comments, or a motion?

8 MS. ADOLPH: Mr. Chairman, I offer a motion
9 to approve Zoning Map Amendment 2210PC186.

10 MR. WILLIAMS: Thank you.

11 Do I have a second?

12 MR. SPANN: Second.

13 MR. WILLIAMS: Got a motion and a second to
14 approve the case. Any further discussion? If not, all
15 those in favor signify by saying aye. Any opposed?

16 All right. It's been approved. Thank you
17 all.

18 (Unanimous vote.)

19

20

21

22

23

24

25

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: December 6, 2022

Re: Ordinance - rezoning tax parcels from R-1-7.5 (Single-family) to R-B (Residence - business) - located at 11451 and 11463 Hillcrest Road - Case # 2210PC191 - Ward 4.

Zoning Map Amendment 2210PC191, by agent Donovan Scruggs, tax parcels 1009M-03-006.000 & 1009M-03-004.000, Requests to rezone property from R-1-7.5 (Single-family) to B-1 (Neighborhood business), 11451 and 11463 Hillcrest Rd, Ward 4

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Cory Long, Planning Administrator
Urban Development Department

Date: November 23, 2022

Re: Zoning Map Amendment 2210PC191, by agent Donovan Scruggs, tax parcels 1009M-03-006.000 & 1009M-03-004.000, Requests to rezone property from R-1-7.5 (Single-family) to B-1 (Neighborhood business), 11451 and 11463 Hillcrest Rd, Ward 4

Planning Commission recommendation: To modify applicant request from a B-1 (Neighborhood business) to a R-B (Residence-business).

Motion: Mr. Pemberton

Second: Mr. Sellers

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

Action: Motion was carried 5-1

Speaking for the Petition:

1. Virgil Gillespie
2. Robert Heinrich
3. Donovan Scruggs
4. Allen Purvis
5. Sharon L. Myers

Speaking against the Petition:

1. Richard Sliman (Letter of Objection)
2. Bobby Tullos
3. David Welckon
4. Warren Record

5. Dalton McGuire
6. Eddie Appel

On October 27, 2022, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for December 6, 2022.

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2210PC191

Hearing Date: October 27, 2022

Current Zoning/Use: R-1-7.5 / Vacant

Legal: Zoning Map Amendment 2210PC191, by agent Donovan Scruggs, tax parcels 1009M-03-006.000 & 1009M-03-004.000, Requests to rezone property from R-1-7.5 (Single-family) to B-1 (Neighborhood business), 11451 and 11463 Hillcrest Rd, Ward 4

TECHNICAL DETAILS

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

When requesting rezoning of real property, **an applicant must prove, by clear and convincing evidence**, one of the following:

1. That there was a mistake in the original zoning, or
2. That the character of the neighborhood has changed to such an extent as to justify reclassification, **and** that there was a public need for rezoning.

The applicant is requesting to rezone approximately 2.8 acres of vacant, residentially zoned property from R-1-7.5 (Single-family) to a B-1 (Neighborhood business) zone. This property fronts the Lorraine Road (Highway 605) corridor in The Island Neighborhood, which has seen several contentious zoning changes over the last several years.

While the request is for B-1 zone, the Planning Commission could consider lesser zones. The lesser zones of a commercial nature, for which this property would qualify, include R-B (Residence-business) and R-O (Residence-office).

According to the City's 2002 Comprehensive Plan, some limited commercial activity was shown in the area. The future land use of a neighborhood business is shown for these properties when overlaying the future land use plan to the current city geography (see attached map).

This will mark the third time this property has come up for rezoning. Cases 1904PC035 and 2011PC150 never saw approval.



Technical Report

Zoning Map Amendment

A development schedule provided by the applicant expects a preliminary design to be provided to the city within 6-12 months of an approved zoning change.

The applicant has chosen change in character and public need as the justification for change of the current zoning district:

1. Mistake or error is not addressed by the applicant.
2. The applicant addresses Character of the Neighborhood changing through maps and dates of all zoning changes on the corridor. Descriptions of public need rare provided and include statements about vacancy rates in the surrounding area.

EXECUTIVE SUMMARY

The City's Comprehensive Plan indicated this property was intended to become neighborhood commercial. According to the comprehensive plan's definitions, a neighborhood commercial classification is intended "accommodate service oriented businesses" that "satisfy the daily household needs of the surrounding neighborhoods."

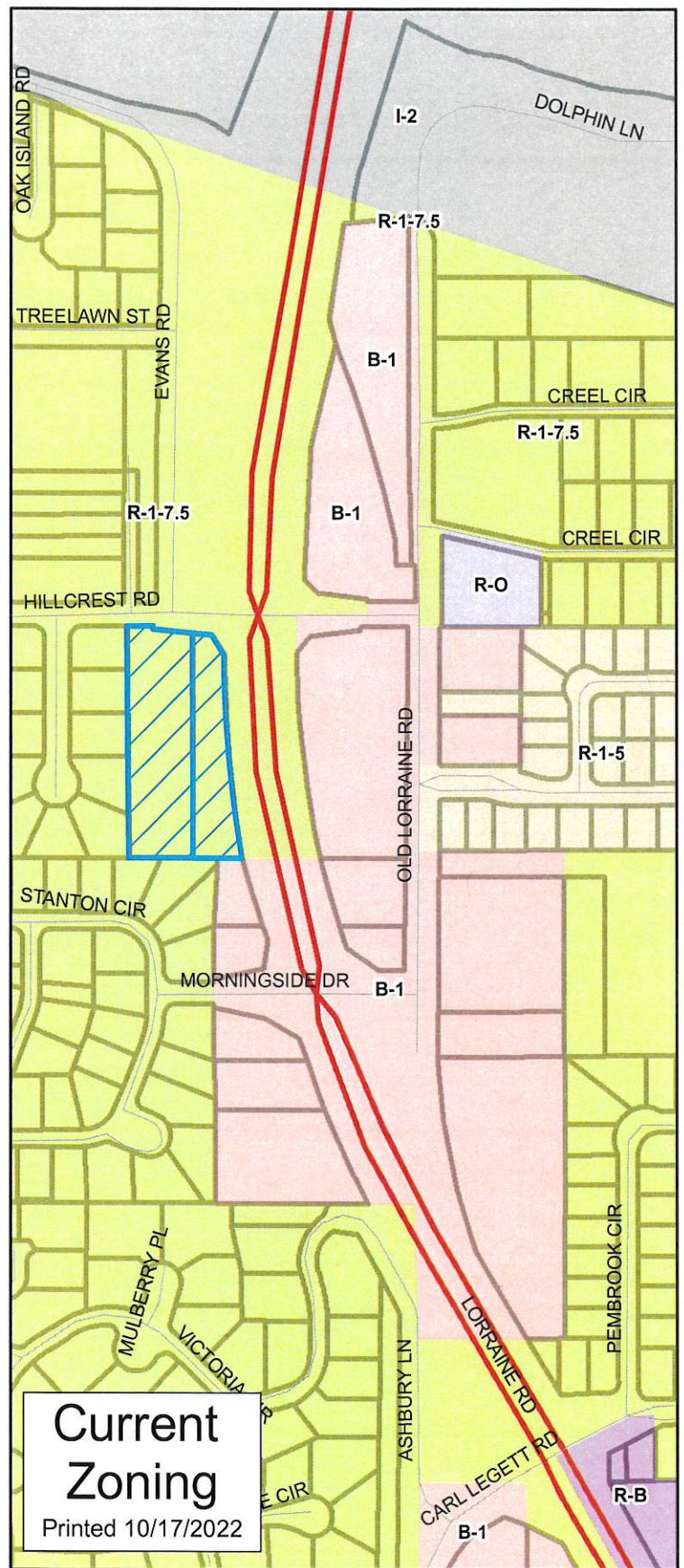
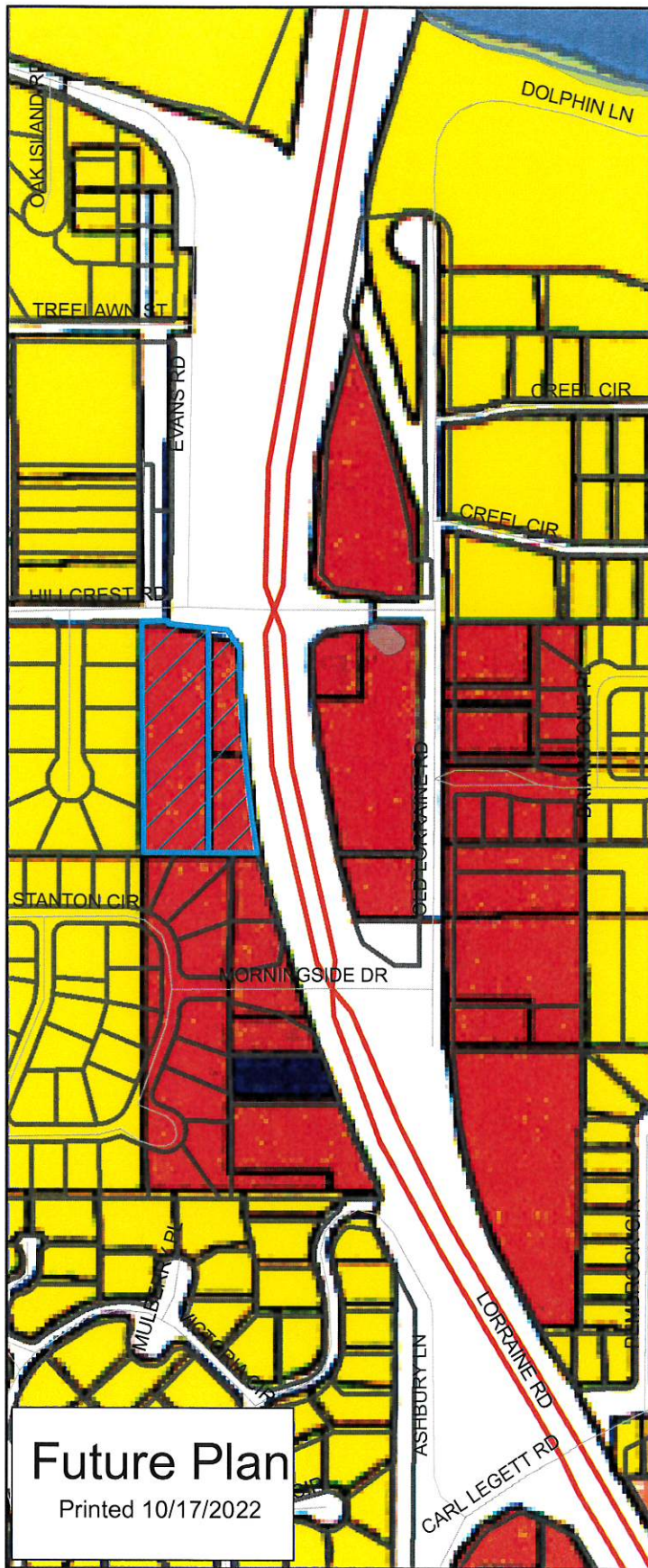
DIRECTOR APPROVAL

This report has been reviewed and approved by:

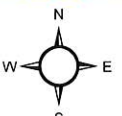
Greg Pietrangelo

Director of Urban Development Department





-  Parcels selection
-  Principal Arterial
-  Minor/Residential
-  Water Features
-  Parcels



1 inch = 400 feet

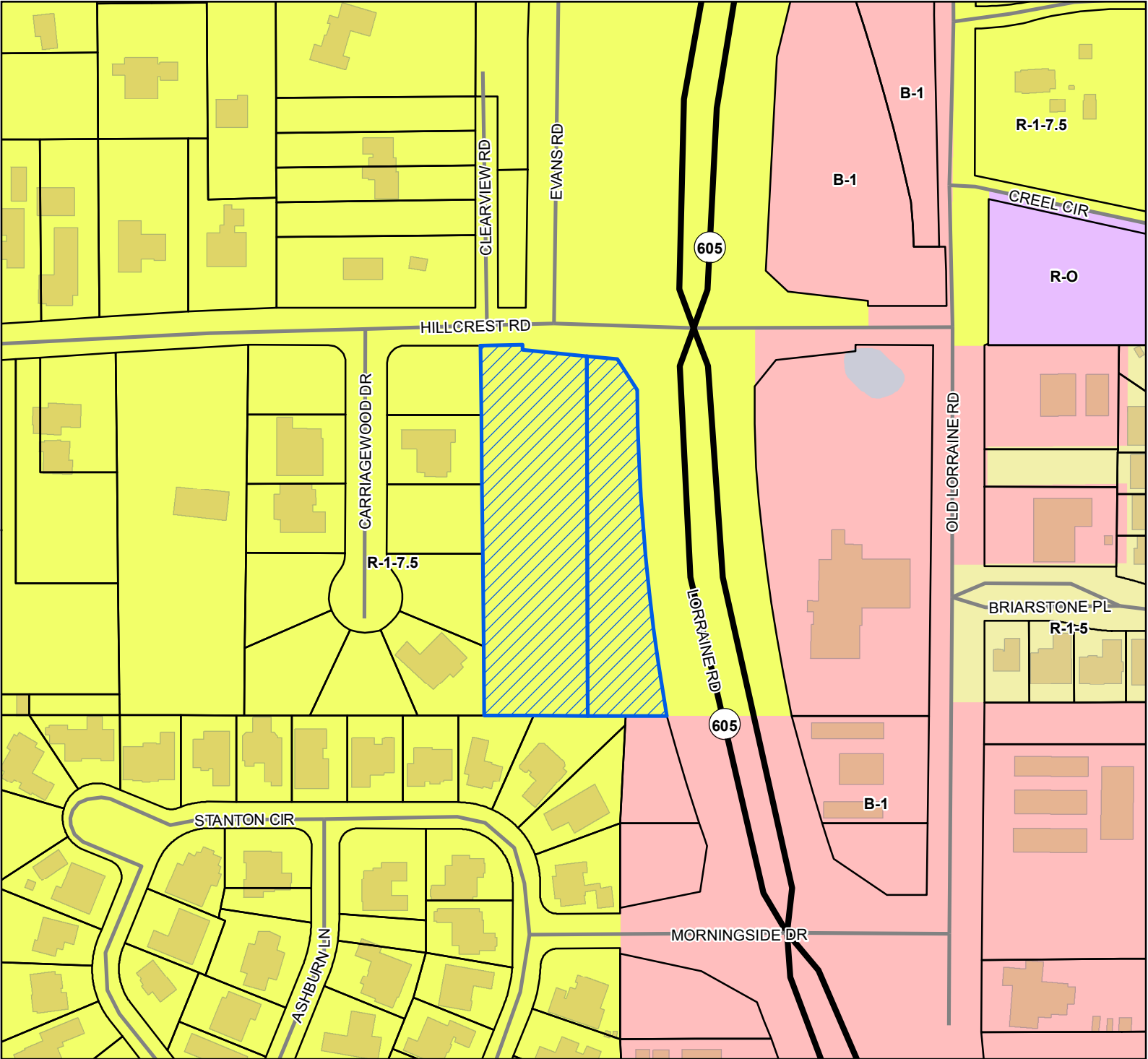
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LEGEND

GULFPORT FUTURE LAND USE

	CONSERVATION, AGRICULTURE, FORESTRY & FISHERIES
	LOW DENSITY ESTATE RESIDENTIAL
	SUBURBAN MODERATE DENSITY RESIDENTIAL
	URBAN MEDIUM DENSITY RESIDENTIAL
	URBAN MEDIUM DENSITY RESIDENTIAL
	TWO -FOUR UNIT RESIDENTIAL
	GENERAL RESIDENTIAL
	RESORTS, HOTELS, MOTELS, RV CAMPGROUNDS
	CENTRAL BUSINESS DISTRICT
	HIGHWAY COMMERCIAL
	GENERAL COMMERCIAL
	NEIGHBORHOOD COMMERCIAL
	LOW INTENSITY COMMERCIAL
	HEAVY INDUSTRY
	PLANNED INDUSTRIAL PARKS
	LIGHT INDUSTRY - DISTRIBUTION
	TRANSPORTATION, UTILITIES & COMMUNICATIONS
	REGIONAL AIRPORT
	PORT OF GULFPORT
	RAILROAD
	PUBLIC (GOVERNMENT)
	MILITARY
	MEDICAL FACILITIES
	EDUCATIONAL FACILITIES
	RELIGIOUS INSTITUTIONS
	CIVIC, SOCIAL & FRATERNAL ORGANIZATIONS
	IMPROVED PARKS
	NATURAL PARK
	GOLF COURSE
	PUBLIC ASSEMBLY
	CEMETARY
	WATER
	BEACH



Site

US or State Highway

Street

Parcels

Buildings

Water Features

Zoning

B-1 - Neighborhood Business District

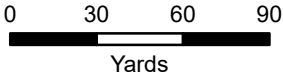
R-1-5 - Single Family Residence District (Medium Density)

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

R-O - Residence-Office

Site Information

1009M-03-006.000
1009M-03-004.000
Zoning: R-1-7.5 (Single-family residence)
Size: 2.82 Acres
Flood: X



1 inch = 200 feet



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

For Staff Use Only

Case File #: 22 10 PC 191

Date Received: _____

Receipt #: _____

Received By: _____

Zoning: R-1-7.5Ward: 4 Flood: XSize: 2.82 acres

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

Property Information

TAX PARCEL #	1	0	0	9	M	-	0	3	-	0	0	6	●	0	0	0
	1	0	0	9	M	-	0	3	-	0	0	4	●	0	0	0
						-			-				●			

(If necessary, use separate sheet of paper)

Address of Property Involved: 11451 and 11463 HILLCREST RDLot(s) NA, Block(s) NA, Subdivision NASW corner of Hillcrest Road and Cowan Lorraine Road

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

Request to rezone property along Cowan Lorraine Road from single family residential (R-1-7.5) to Neighborhood Business (B-1)

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

Sharon L. Myers

Printed Name Of Owner

142 Edgewater Drive

Mailing Address

Biloxi MS 39531

City State Zip code

228-697-5616

Home Phone Work/Cell Phone

In2tenis@gmail.com

Email

Sharon L Myers

Signature Of Owner

Donovan Scruggs AGENT

Printed Name Of Agent

317 Pine Drive

Mailing Address

Ocean Springs MS 39564

City State Zip code

228-348-1315

Home Phone Work/Cell Phone

donovan@scruggsplanning.com

Email

Donovan Scruggs

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.

September 1, 2022

Mr. Greg Holmes
Planning Administrator
City of Gulfport
1410 24th Avenue
Gulfport, MS 39501

RE: Authorization to Represent for Rezoning of Property and Related Matters
For Parcels Along West Side of Cowan Lorraine Road
PIDNs: 1009M-03-006.000 (W. parcel) and 1009M-03-004.000 (E. parcel)

Dear Mr. Holmes:

Please accept this letter as authorization for the following:

Donovan Scruggs, Donovan Scruggs Town Planning and Consulting; and

Virgil Gillespie, Gillespie Law Firm

to represent my interest for land use, rezoning, and similar matters for two parcels of land located along the west side of Cowan Lorraine Road and south of Hillcrest Road as identified above.

Please accept applications, documents and other representations by Donovan Scruggs and Virgil Gillespie, submitted and provided on my behalf, that relate to this property.

Sincerely,

Sharon L Myers
Sharon Myers

Sharon L Myers

Notary:

[Signature]



September 6, 2022



Mr. Greg Holmes
Planning Administrator
City of Gulfport
1410 24th Avenue
Gulfport, MS 39501

RE: Additional information For Rezoning Application
For Parcels Along West Side of Lorraine Road
PIDNs: 1009M-03-006.000 (W. parcel) and 1009M-03-004.000 (E. parcel)

Dear Mr. Holmes:

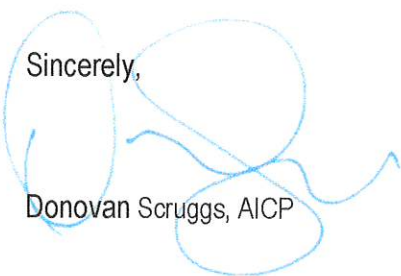
Sharon Myers has submitted an application for a rezoning for property located along the south side of Hillcrest Road and west of Lorraine Road. She is working with Bobby Heinrich to develop plans for the site. Upon approval of the rezoning, it is her intent to complete the design and start construction within 6 to 12 months.

The requested rezoning is compatible with surrounding properties, and the amendment will have no negative impacts. This request is similar to other rezonings along the corridor.

The request for the rezoning is based on the lack of similarly zoned properties in the area that are available for development.

If you have any questions or need additional information, feel free to contact me.

Sincerely,



Donovan Scruggs, AICP

**Request for a
Zoning Amendment for Properties Located at
Along West Side of Highway 605 and South of Hillcrest Road**

Prepared by: S. Donovan Scruggs, AICP

Date: September 6, 2022

Sharon Myers is submitting an application to rezone two parcels of land situated along the west side of Highway 605/Lorraine Road and south of Hillcrest Road. The applicant is requesting a zoning change from Single Family Residential-Low Density (R-1-7.5) to Neighborhood Business District (B-1). Over the past 20 years, and recently at a more rapid rate, this corridor has developed into a strong commercial corridor with new developments that have been exclusively commercial and mixed use. The subject property is adjacent to Lorraine Road. Since the reconfiguration of the corridor in approximately 2003, no single-family home has been constructed adjacent to the roadway, and there is not a single example of a single-family residentially zoned property being developed adjacent to the corridor since its reconfiguration. With approximately 34,000 vehicles traveling the corridor daily, it is not well suited for single-family residential development. With other properties, the City of Gulfport has provided commercial rezonings along Lorraine Road using B-1 (Neighborhood Business) and R-B (Residence-business) Districts. These districts were specifically designed to be compatible with the adjacent or surrounding residential areas. All new construction adjacent to the corridor has been commercial or mixed use buildings. This construction has occurred exclusively within Neighborhood Business (B-1) and Residence Business (R-B) Districts with no development occurring within residentially zoned areas along the corridor. This has been encouraged by numerous rezonings of residential properties to commercial designations.

Change in Neighborhood Character.

The request for a B-1 District is consistent with the zoning and uses along the corridor. This B-1 designation is the zoning of the adjacent parcel along the corridor to the south and the parcels directly across the street from the subject site. There are no parcels immediately north of the site along Lorraine Road except for the industrial areas adjacent to the industrial canal. The right of way of Evans Road runs parallel to Highway 605 in this area and serves as a local street for a residential area. There is a small sliver of undevelopable property located between Evans Road and east of Crestview Road, but this area is separated from the Lorraine Road right of way by Evans Roads.

Since the improvements to the corridor in approximately 2003, the growth along the roadway has been exclusively commercial and mixed use. Numerous rezonings have occurred along the corridor citing a change in neighborhood character and public need for the rezoning. The properties immediately south and east of the site are part of a business district that existed prior to the reconfiguration of the highway. This district extends southward to West Taylor Road (identified to the right as Established Business District). In February 2021, the City of Gulfport approved the most recent rezoning located along the north side of Hillcrest and on the east side of Lorraine road (identified as "REZONE 2/2021" on following page).

Over the past twenty years, there have been eight (8) rezonings along the corridor. At present, there are approximately 42 properties that are adjacent to the Lorraine Road right of way and located on "The Island" (between the Harrison County Industrial Canal and Benard Bayou). Of these, 33 are currently zoned B-1 (20) or R-B (13). Two properties are designated as an industrial district. In total 35 of 42 properties adjacent to the right of way are zoned commercial or industrial.

Two of the residential properties include a church (St. Mark Episcopal) and a cemetery. One parcel is approximately 4500 square feet and represents a remnant of the corridor expansion. It is undevelopable as a 'stand-alone' parcel. This totals 3 of the 7 residential properties are institutional or non-developable.

Of the remaining 4 residentially zoned parcels, one home was constructed in 1971 (located north of Brentwood Drive) and the other residential property was constructed in approximately 1850 according to GIS information. This parcel uses another residential parcel as access. Of the 42 properties along the corridor, only two single-family residential uses exist, and these were constructed over 50 ago and 150 years ago. No residential new construction has occurred along the roadway in more than 50 years.

The final remaining residential property along the corridor is the Myer property. Unlike the other residential parcels, this site is not developed, and it is developable. It is the only vacant residential site that can be developed on the corridor, but is burdened with a residential designation. *If the zoning is not changed, this will require the construction of a new home (the first in over 50 years) adjacent to a 4-lane primary arterial that is commercial in nature. All requests for rezonings for other properties (with the exception of the Floral Hills Memorial Gardens cemetery) have been approved by the City of Gulfport.*

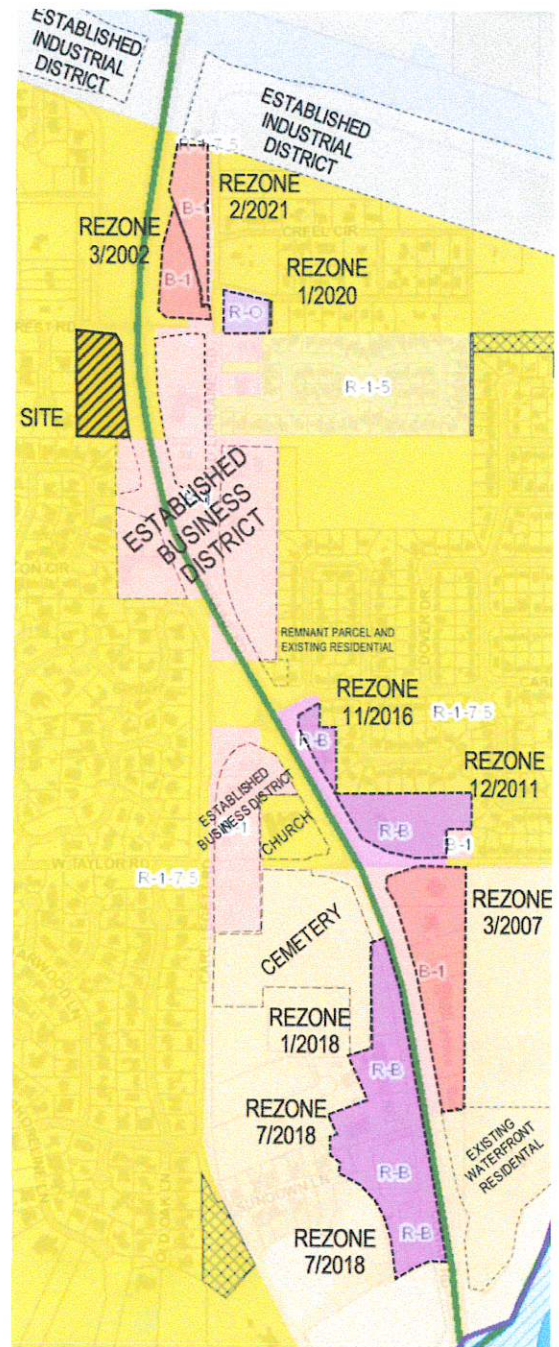
History of Rezonings.

The initial rezoning occurred along the corridor in 2002 on the site north of Hillcrest Road and on the east side of Lorraine Road. This property is immediately northeast of the subject site. The property was rezoned from R-1-7.5 to B-1, but the site remained undeveloped for several years.

In 2007, the site located south of East Taylor Road was developed by Rick Marshall after it was rezoned from R-2 (Single-family residence districts—medium density) to B-1 (Neighborhood Business district). This site was recently 'built-out' and includes a mix of medical and dental clinics/offices and retail spaces. The site is fully occupied with no vacancies.

In 2011, the parcel north of East Taylor along the east side of Lorraine Road was rezoned. The Coastal ENT (Ears, Nose, and Throat) Clinic was constructed on the site. In 2016 the property immediately north of this site was rezoned, and the Beach View Family Dental clinic was constructed with additional commercial spaces. Both of these parcels were rezoned from R-1-7.5 to R-B and developed. The properties are adjacent to single-family residential areas. All units within these commercial developments are fully occupied.

In 2018 properties along the west side of Lorraine Road and south of West Taylor Road were rezoned from R-2 to R-B. This included three separate rezonings, and the area has developed with a mix of restaurants, offices, retail, and upper floor residential units. Areas that are 'off the corridor' were established for a small single-family residential neighborhood. This 'tiered' approach is consistent with the existing character of the corridor



that includes commercial activities immediately adjacent to the roadway and residential areas behind these compatible commercial area. The R-B and B-1 Districts were designed to be located adjacent to or surrounded by residential area are should not be considered incompatible districts. More intense districts such as B-2 (General Business District), B-3 (Central Business District), and B-5 (Highway Business District) would be inappropriate for this corridor due to the proximity to residential areas..

The most recent rezoning occurred immediately east of the site and north of Hillcrest. A parcel was rezoned from R-1-7.5 to B-1. This rezoning of property prompted the on-going construction of a commercial building on this site.

While other rezonings within an area represent evidence of change, other items should include physical changes that have occurred. As evidenced by the recent construction of the Pilger building, there is on-going change in this area.

Similarly, the area south of Hillcrest was developed in 2018 by the Hillcrest Dental Group for the establishment of a new dental clinic. Farther south, Negrotto's Frame and Art constructed a new commercial building in 2018. These properties were zoned B-1 before the roadway was reconfigured, but the construction of these commercial buildings signaled a change in character within the immediate area.

To the immediate south of the site is a billboard (off-site advertising sign). While there is no building on this site, the billboard sign is permitted in commercial districts. These structures are prohibited in residential districts. The billboard represents a commercial use and promotes the commercial character of the adjacent lot.

Public Need.

An overview of the area demonstrates that the corridor has no obvious vacancies. Over the past fifteen years, new sites and buildings have been developed and then immediately occupied. For several years sites have been rezoned from residential districts (R-1-7.5 and R-2) to commercial districts (R-B and B-1). At present, there is only one commercial site that remains vacant and undeveloped (owned by Hardy Court Shopping Center) and the owner has indicated there is no current desire or intent to develop or to convey the property.

The property northwest of the subject site was rezoned in 2021 and is currently being developed as an office space for Pilger Title. Lemon-Mohler Insurance is in the process of developing plans for the construction of a new building immediately south of the Pilger site.



Images top to bottom: Ongoing construction of the Pilger Title located on recently rezoned parcel north of Hillcrest. Center image is a 2018 photograph of Hillcrest Dental Group under construction. The lower image is a recent image of the Hillcrest Dental building as completed.

Except for the Hardy Court Shopping Center Property, the Myers property is the only remaining vacant property on the Island's corridor that is developable. The growth in this area has been tremendous in recent years, and now there is no available sites for commercial development. With no sites available, there is a public need for additional commercial sites. Additionally, it is not beneficial to the public to zone property for a use that is not practical or consistent with an area. The R-1-7.5 Single Family Residential District designation unreasonably constrains the property for development.

Over the past 20 years the corridor has transitioned from rural residential to commercial. From Highway 90 to Dedeaux Road, there is only one vacant, developable site with a residential zoning. It is the subject site. Every parcel along Lorraine Road (Highway 605) and north of the Industrial Canal to Dedeaux Road is zoned either industrial or commercial. Every property between Highway 90 and the Benard Bayou Bridge has a commercial designation (one exception is a T-1 District that is not developable adjacent to Benard Bayou). The restriction placed on this property is not consistent with other uses in the area or other actions by the City with similar requests along the corridor.

The City of Gulfport should encourage commercial growth in appropriate areas. These areas are typically on primary arterials such as Pass Road, Highway 49 and Highway 605. The specific site has been identified within the Comprehensive Plan's Future Land Use Map as commercial. The requested rezoning is consistent with the map. The rezoning will allow an unused parcel to be developed in a productive manner. Properties across the street have been rezoned and new buildings have been constructed in this area.

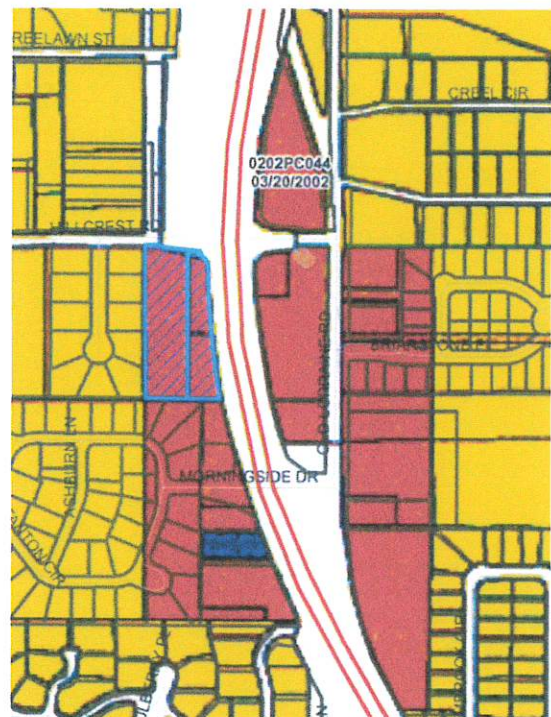
Remaining Residential along the Corridor.

Since 2002, the overwhelming majority of residential properties along Lorraine Road (between Highway 90 and Dedeaux Road) have been classified or rezoned to commercial or Industrial. There are no examples and no construction of a single-family residential structure along this corridor in more than 50 years. There are examples of residential development 'behind' commercial parcels, but there are no examples of residential construction adjacent to the Lorraine Road right of way. At present, only a handful of residentially zoned properties remain as others have been rezoned to commercial designations. These residential properties along the corridor are detailed as follows:

The Myers property (1) is the only undeveloped and developable residential property along the corridor. It is approximately 2.9 acres in size and is adjacent to Hillcrest Road and Lorraine Road. This parcel is zoned R-1-7.5. If the subject property remains designated as single-family residential, the City is indicating that the site is best suited for residential development along a primary arterial despite no similar construction in more than 50 years. The only examples of single-family residential have been behind commercial uses and lots along the corridor.

Cowan-Lorraine Road/Hwy 605 Land use and Zoning Characteristics Highway 90 to Dedeaux Road (4.5 miles)

No. of Total Parcels	162
No. of Commercial/Industrial Zoned Parcels	154
No. of Residentially Zoned Parcels	8
Residential Parcels as Institutional Use	2
Developed Residential Parcels	3
Remnant and Undevelopable Parcels	2
Available to Develop (Myer's property)	1



The Future Land Use Map identifies the anticipated use of this property as commercial (red).

There are two small residential parcels (2) located north of Brentwood Boulevard. One includes a single-family home owned by Thomas Sutton and constructed in 1971. The home existed prior to the reconfiguration of the roadway. Immediately west of the Sutton lot is a small, remnant parcel with an area of approximately 4,350 square feet. This parcel is undevelopable as an individual parcel. These parcels are zoned R-1-7.5.

St. Mark's Episcopal Church (3) is located along the north side of West Taylor Road. This site is developed as a non-residential use. This parcel is zoned R-1-7.5.

Similarly to the south of West Taylor Road (4) is an area designated as R-2. The is property associated with Floral Hills Memorial Gardens Cemetery and has restrictions associated with its use and conveyances for development.

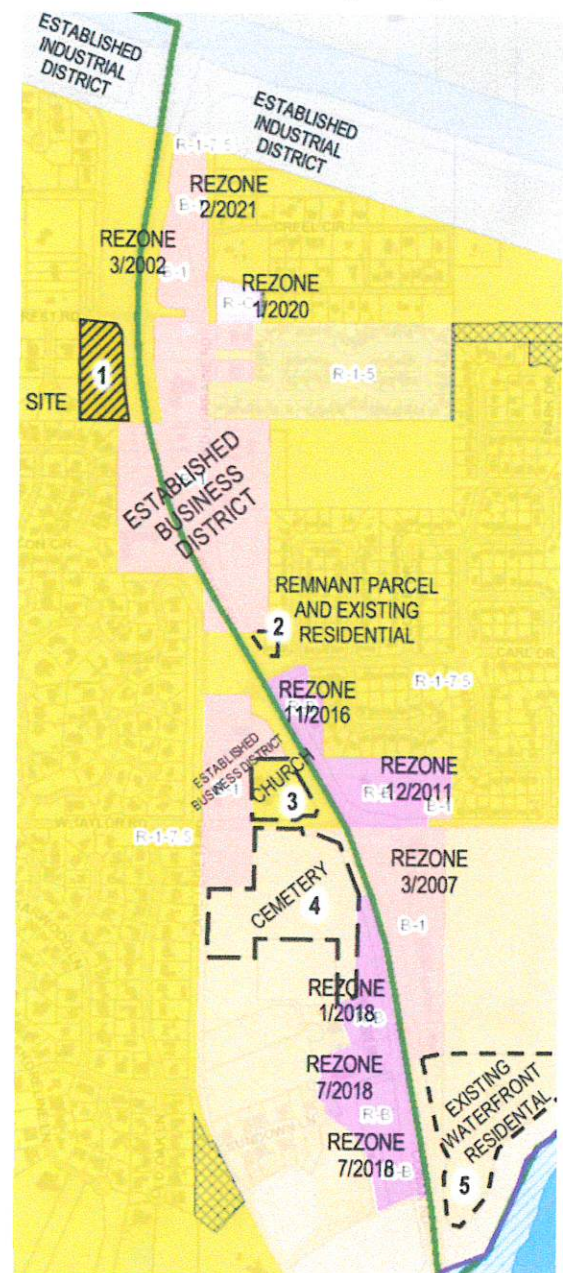
The final residential property (5) is a large waterfront property. It includes two parcels that function as a single property. The larger lot is only adjacent to the Lorraine Road right of way near the bridge. The 'front' parcel is a narrow, triangular piece that approximately .7 acres but is very narrow. A gated access to the larger parcel is located through this smaller, triangular property.

As a result, this subject property represents the only undeveloped residential property along the corridor that can be developed. There have been no new homes building on this corridor in over 50 years, and this should not be encouraged. From Beach Boulevard to Dedeux Road, all properties (with exception to those mentioned above) are zoned to permit commercial uses.

Adjacency to Residential.

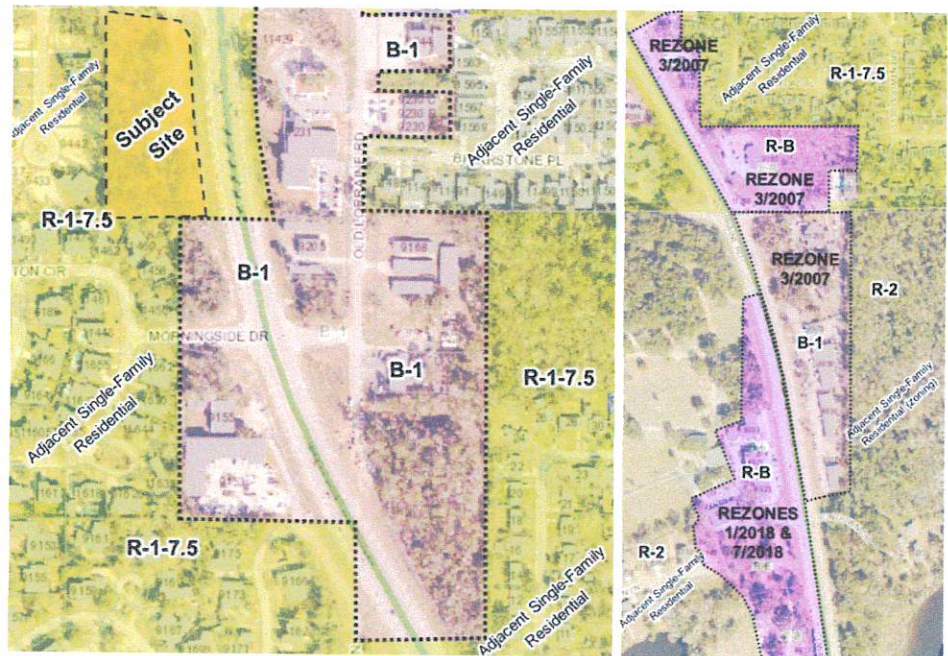
The B-1 and R-B Districts are the more restrictive commercial districts of the City. These Districts are created and designed to be compatible and serve nearby residential uses. These districts are not intense and are not intended to create high volumes of traffic. For this reason, the City has rezoned and established these districts along the corridor. These districts are described within the zoning ordinance as follows:

R-B districts: Residence-business districts. These districts are composed of areas containing a mixture of residential, public and semipublic, and light commercial uses. Although usually located between residential areas and business areas, these districts are, in some instances, freestanding and may include hotel, hospital, or similar building groups and related uses or land suitable for such uses. The district regulations are designed to encourage further appropriate development by limiting the permitted uses to dwellings and uses of a public, semipublic or light commercial nature and to protect the abutting and surrounding residential areas by requiring certain minimum yard, area and other standards to be met, standards that are comparable to those called for in the residence district.



B-1 districts: Neighborhood business districts. These districts are composed of land and structures occupied by or suitable for uses furnishing the retail goods, such as groceries and drugs, and services, such as barbering and shoe repairing, to satisfy the daily household needs of the surrounding residential neighborhoods. Often located on a thoroughfare or near the intersection of two (2) thoroughfares, these districts are small and within convenient distance of most of the areas they serve. The district regulations are designed to permit the development of the districts for their purpose and to protect the abutting and surrounding residential areas. It is intended that additional neighborhood business districts will be created, in accordance with the amendment procedure of this ordinance, as they are needed to serve new residential areas.

Along the corridor, the City of Gulfport has established precedence of placing the R-B and B-1 Districts adjacent to the corridor between the right of way and the residential areas farther away from the corridor or 'behind' commercial parcels. This is consistent with the design and intent of the zoning the districts. This practice dates back to the zoning that was in place prior to the reconfiguration of the corridor (immediate image to right) and the rezonings of other properties (farther image). The owner is requesting that the subject site be permitted the same consideration provided for other properties along the corridor.



Summary.

Very few areas along the Gulf Coast and within the City of Gulfport have experienced the growth and change in character similar to what has occurred within the subject area. The roadway was reconfigured from rural roadways to a major four-lane corridor in 2003, and this led to a profound change to the area that should be recognized. The roadway now serves as one of the most travelled corridors within the City with approximately 34,000 vehicles daily. Over the last 20 years, this reconfiguration has led to a number of rezonings and significant investments in commercial developments along the corridor. Properties have been rezoned from residential (R-2 and R-1-7.5) to commercial (B-1 and R-B) districts. There are no examples of rezoning for residential purposes along the corridor, and there are no examples of residential construction consistent with these single-family designations along the corridor. Because there has been no similar construction within the last 50 years, the likelihood of the subject property being developed to single-family residential is extremely low. Zoning and right of way access restrictions would complicate and constrain any such development, and this could negatively impact adjacent residential properties. Residential development at this site would be inconsistent with the City's Comprehensive Plan and development trends over the past 20 years for the corridor.

The requested zoning designation, B-1 Neighborhood Business District, is designed to be developed adjacent to single-family residential areas, and it is compatible with residential areas. The request is consistent with other rezonings that have allowed the expansion of the R-B and B-1 Districts along the corridor that are adjacent to single-family areas, and this property should not be treated in a way that is inconsistent with previous actions.



John 1st Judicial District
Instrument 2015 4459 D - J1
Filed/Recorded 7/1/2015 02:25 P
Total Fees \$ 12.00
5 Pages Recorded



SCANNED



John 1st Judicial District
Instrument 2015 1915 D - J1
Filed/Recorded 4/1/2015 12:00 N
Total Fees \$ 12.00
4 Pages Recorded

Prepared by and after recording return to:

J. William Williams, MBN 102588
Williams & Nichols, PA
Post Office Box 60
Gulfport, Mississippi 39502-0060
Telephone No. (228) 265-8200
Facsimile: (228) 265-8050

Grantors' Names, Addresses and Telephone Numbers:

THE COVINGTON LIVING TRUST,
WILLIAM A. COVINGTON and DEBORAH D.
COVINGTON, Trustees
4120 Burma Road
Mobile, Alabama 36693
(251) 660-1349

EAGLES NEST HOLDINGS, L.P., a Mississippi limited
liability company
Post Office Box 7002
Gulfport, Mississippi 39502
(228) 396-1413

Grantees' Name, Address and Telephone Number:

SHARON L. MYERS
2555F Marshall Road
Biloxi, Mississippi 39531
(228) 697-5616

Indexing Instructions:

Part of the NW ¼ of SW ¼, Section 19, T7S, R10W, 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, EAGLES NEST HOLDINGS, L.P. and THE COVINGTON LIVING TRUST ("Grantors"), do sell, grant, convey, and warrant unto SHARON L. MYERS

("Grantee"), the real property, together with all improvements thereon, situated in Harrison County, First Judicial District, Mississippi, and more particularly described on Exhibit "A," which is hereby incorporated by reference.

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 are assumed by the Grantee.

WITNESS, the Grantors have caused this instrument to be executed, this the 31st day of March, 2015.

THE COVINGTON LIVING TRUST:

By: William A. Covington
Name: William A. Covington
Title: Trustee

By: Deborah D. Covington
Name: Deborah D. Covington
Title: Trustee

EAGLES NEST HOLDINGS, L.P., a Mississippi limited partnership

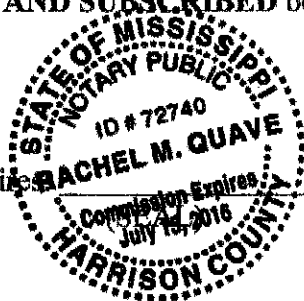
By: EAGLES NEST GP, LLC, a Mississippi limited liability company, its General Partner

By: Frank Palazzo
Name: Frank Palazzo
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 31st day of March, 2015 within my jurisdiction, the within named WILLIAM A. COVINGTON, who acknowledges that he is a Trustee of THE COVINGTON LIVING TRUST, and in his capacity as Trustee, he executed the above and foregoing instrument and further he acknowledged that he had authority under the trust agreement to sign such instrument.

SWORN TO AND SUBSCRIBED before me this, the 31st day of March, 2015.

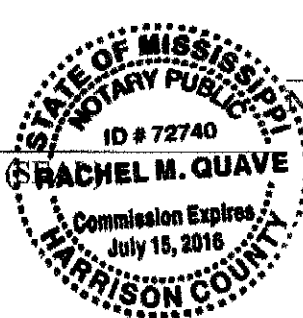
My Commission Expires: _____


NOTARY PUBLIC

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this the 31st day of March, 2015 within my jurisdiction, the within named DEBORAH D. COVINGTON, who acknowledges that she is a Trustee of THE COVINGTON LIVING TRUST, and in her capacity as Trustee, she executed the above and foregoing instrument and further she acknowledged that she had authority under the trust agreement to sign such instrument.

SWORN TO AND SUBSCRIBED before me this, the 31st day of March, 2015.

My Commission Expires: _____


NOTARY PUBLIC

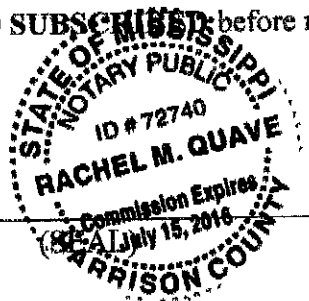
4

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 31st day of March, 2015, within my jurisdiction, the within named FRANK PALAZZO, Manager of EAGLES NEST GP, LLC, a Mississippi limited liability company, the general partner of EAGLES NEST HOLDINGS, L.P., a Mississippi limited partnership, and that as general partner of said limited partnership, and as the act and deed of said general partner of said limited partnership, and as the act and deed of said limited partnership, he executed the above and foregoing instrument, after first having been duly authorized by said limited partnership so to do.

SWORN TO AND SUBSCRIBED before me this, the 31st day of March, 2015.

My Commission Expires:



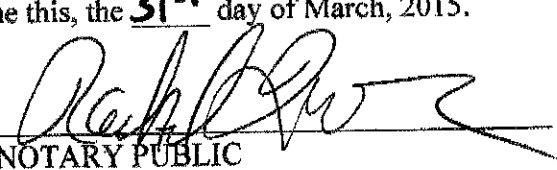

NOTARY PUBLIC

EXHIBIT "A"

Legal Description (as per Record)

A parcel of land being situated in the Northwest One-Quarter of the Southwest One-Quarter (NW ¼ of the SW ¼) of Section 19, Township 7 South, Range 10 West, First Judicial District of Harrison County, Mississippi, said parcel being more particularly described as follows, to-wit:

Commencing at the Northeast (NE) corner of the Northwest One-Quarter of the Southwest One-Quarter (NW ¼ of the SW ¼) of Section 19, Township 7 South, Range 10 West, Harrison County, Mississippi, run thence South 89 degrees 55 minutes 59 seconds West a distance of 494.81 feet to a point on the South margin of Hillcrest Road; thence run South 0 degrees 38 minutes 52 seconds West a distance of 17.07 feet to the POINT OF BEGINNING; thence run South 84 degrees, 27 minutes 00 seconds East a distance of 44.75 feet; thence run South 32 degrees 32 minutes East a distance of 52.55 feet to a point on a curve; thence run along a curve to the left, having a radius of 2,946.81 feet for a distance of 477.42 feet to a point which is South 06 degrees 36 minutes 57 seconds East and 476.89 feet from the previously described point; thence run South 89 degrees 55 minutes 59 seconds West a distance of 127.32 feet to a point; thence run North 0 degrees 02 minutes 49 seconds West a distance of 522.50 feet to the Point of Beginning.

Legal Description (as per Survey)

A parcel of land being situated in the Northwest One-Quarter of the Southwest One-Quarter (NW 1/4 of the SW 1/4) of Section 19, Township 7 South, Range 10 West, First Judicial District of Harrison County, Mississippi, said parcel being more particularly described as follows, to-wit:

Commencing at the Northeast (NE) corner of the Northwest One-Quarter of the Southwest One-Quarter (NW 1/4 of the SW 1/4) of Section 19, Township 7 South, Range 10 West, Harrison County, Mississippi, run thence South 89 degrees 55 minutes 59 seconds West a distance of 494.81 feet to a point on the South margin of Hillcrest Road; thence run South 0 degrees 38 minutes 52 seconds West a distance of 17.07 feet to the POINT OF BEGINNING; thence run South 84 degrees, 08 minutes, 29 seconds East a distance of 41.73 feet; thence run South 33 degrees 33 minutes 59 seconds East a distance of 52.89 feet to a point on a curve; thence run along a curve to the left, having a radius of 2,946.81 feet for a distance of 479.82 feet to a point which is South 06 degrees 45 minutes 21 seconds East and 479.29 feet from the previously described point; thence run South 89 degrees 26 minutes 58 seconds West a distance of 121.91 feet to a point; thence run North 00 degrees 33 minutes 10 seconds West a distance of 525.24 feet to the POINT OF BEGINNING. Said parcel contains 1.1 Acres, more or less.

SCANNED



J. K. Adams 1st Judicial District
Instrument 2016 7736 D - J1
Filed/Recorded 10/19/2016 12:48 N
Total Fees \$
3 Pages Recorded



J. K. Adams 2nd Judicial District
Instrument 2016 2539 D - J2
Filed/Recorded 10/17/2016 02:30 P
Total Fees \$ 12.00
3 Pages Recorded

PREPARED BY and RETURN TO:
David A. Wheeler, Esquire
Wheeler & Wheeler, PLLC
P.O. Box 264
Biloxi, MS 39533
(228) 374-6720
MSB 7126

INDEXING: NW 1/4 of SW 1/4 S19-T7S-R10W
Harrison County, 1st Jud. Dist., MS

STATE OF MISSISSIPPI

COUNTY OF HARRISON

FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, RANCHO DELUXE, LTD., a Mississippi corporation, 2555 Marshall Road, Suite B, Biloxi, MS 39532 (228) 388-2505, *GRANTOR*, does hereby GRANT, SELL, BARGAIN, CONVEY and WARRANT to **SHARON L. MYERS**, 133 Edgewater Drive, Biloxi, MS 39531 (228) 697-5616, *GRANTEE*, all right, title and interest in and to the following described real property, together with all improvements situated thereon, lying and being situated in Harrison County, First Judicial District, Mississippi, more particularly described as follows, to-wit:

"TITLE NOT EXAMINED"

Beginning at a point 495 feet West of the Northeast corner of the Northwest Quarter of the Southwest Quarter (NW 1/4 of SW 1/4) of Section 19, Township 7 South, Range 10 West, thence South 540 feet parallel with the quarter section line to a stake, thence West 150 feet parallel with the half section line, thence North 540 feet to a point in the half section line, thence East 150 feet along the half section line to the point of beginning.

LESS AND EXCEPT:

Begin at a point that is 32.808 feet Southerly of and perpendicular to the centerline of the relocation of Hillcrest Road at Station 0 + 925 as shown on the plans for State Project No. 94-9371.00-004-10; from said point of beginning run thence North 00 degrees 38' East, a distance of 7.405 feet to the present South right-of-way line of Hillcrest Road; thence run East along the present South right-of-way line of Hillcrest Road, a distance of 92.641 feet to the East line of Defendant's property; thence run South along said East property line, a distance of 16414 feet; thence run North 84 degrees 27' West, a distance of 93.159 feet to the point of beginning, containing 0.025 acres, more or less, and being situated in and a part of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi.

The Grantor herein intends, and by its execution of this instrument does, transfer unto Grantee all right, title and interest it presently has in and to the above described property, subject to all restrictions, easements and rights of way of record.

It is agreed and understood that the taxes for the current year are assumed by the Grantee.

"TITLE NOT EXAMINED"

This deed is being executed pursuant to Miss. Code Ann. Section 79-4-14.05(a) as a winding up of corporate affairs and a conveyance of the remaining corporate assets to the sole stockholder.

WITNESS MY SIGNATURE, this the 17th day of OCTOBER, 2016.

RANCHO DELUXE, LTD.

BY: [Signature]
TEMPLETON FOWLKES, President

STATE OF MISSISSIPPI
COUNTY OF HARRISON

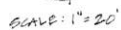
Personally appeared before me, the undersigned authority in and for said county and state, on this the 17 day of OCTOBER, 2016, within my jurisdiction, the within named TEMPLETON FOWLKES, who acknowledged to me that he is President of RANCHO DELUXE, LTD., a Mississippi corporation and the sole stockholder of said corporation, and that for and on behalf of said corporation, and as the act and deed of said corporation, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

[Signature]
NOTARY PUBLIC

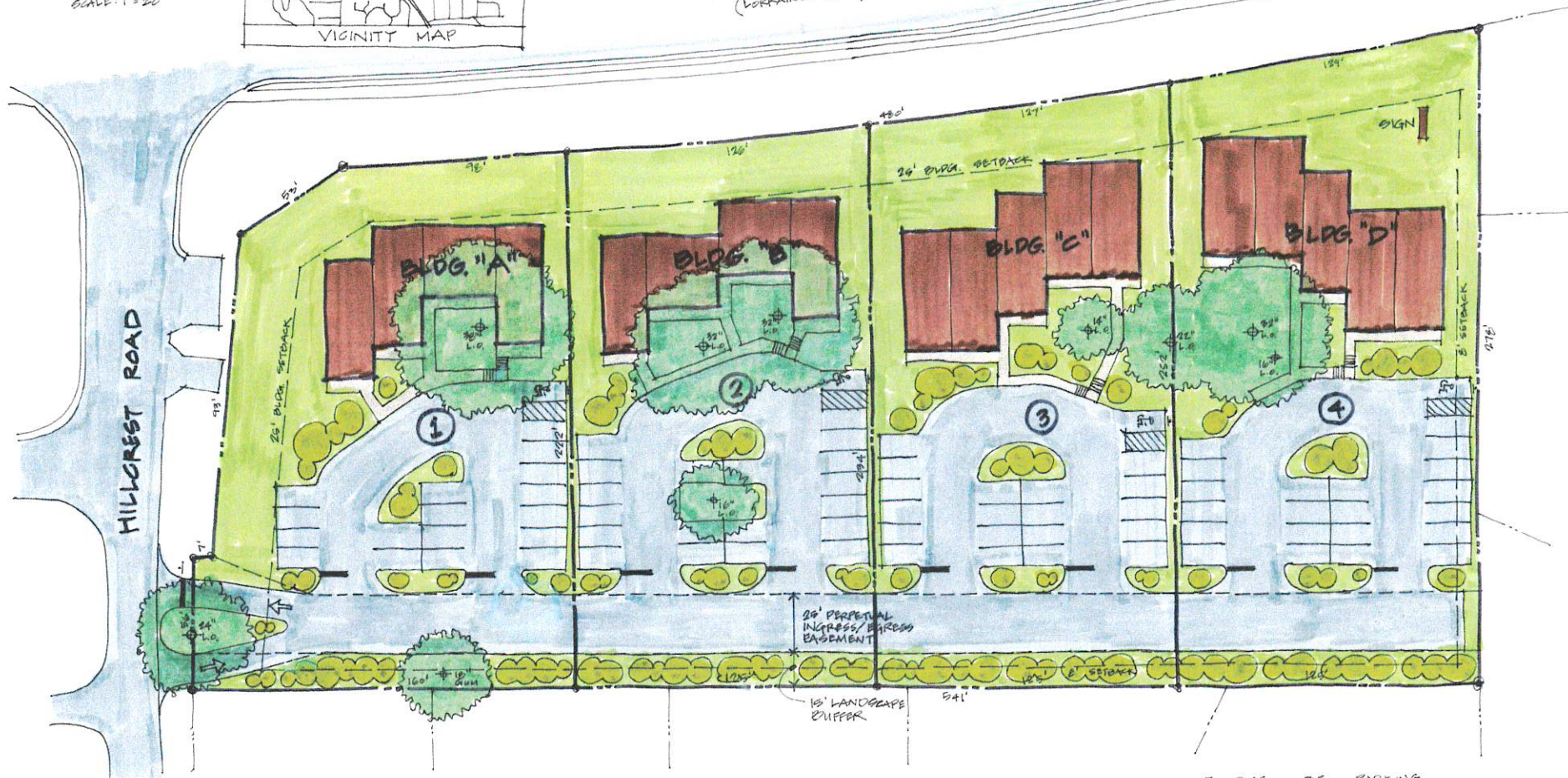
My Commission Expires



"TITLE NOT EXAMINED"



HIGHWAY 605
(LORRAINE ROAD)



BUILDING	S.F.	PARKING
"A"	3,900	18
"B"	3,600	20
"C"	3,000	20
"D"	5,000	22
TOTAL	17,700	80

KED

HEINRICH & ASSOCIATES

22-025
09.02.22

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2012PC164

Hearing Date: December 17, 2020

Current Zoning/Use: R-1-7.5 / Vacant property

Legal: Zoning Map Amendment 2012PC164, by agent Nancy Stone, tax parcel 1009L-02-001.001, Request to rezone from R-1-7.5 (Single-family) to B-1 (Neighborhood business), Old Lorraine Rd, Ward 5

TECHNICAL DETAILS

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

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

According to the Mississippi case law:

When requesting rezoning of real property, **an applicant must prove, by clear and convincing evidence**, one of the following:

- 1. That there was a mistake in the original zoning, or
- 2. That the character of the neighborhood has changed to such an extent as to justify reclassification, **and** that there was a public need for rezoning.

Technical Report

Zoning Map Amendment

The applicants are requesting to rezone approximately 2.22 acres of vacant, residential zoned property from R-1-7.5 (Single-family low density) to B-1 (Neighborhood business) zone. As presented, the applicant has not included information on any specific tenants; however, they state that development is ready to begin within 6 months of approval and could include multiple tenants, with whom they are currently negotiating.

According to the City's 2002 Comprehensive Plan, some limited commercial activity was shown in the area, particularly the areas that have already been zoned or rezoned commercial. Looking at the attached Analysis maps, it is shown that this parcel did not quite exist until rather recently. The 2001 imagery shows the construction of Highway 605. A large portion of the parcel in question was originally right-of-way of the Old Lorraine Road, which was removed after the completion of Highway 605. The 2002 Comprehensive Plan Future Land Use appears to show residential use (yellow) in this area, adjacent to commercial (red). This was before Dolphin Lane was constructed and Industrial Use was added along Bayou Bernard/Industrial Waterway. No prior development has occurred on this property.

The applicant has chosen 2 main justifications for change of the current zoning district. These justifications are change in conditions and an increased need for sites.

- (a) Error is indicated by the applicant as not being applicable to this request.
- (b) Change in conditions is the first justification for the request indicated by the applicant. They do not elaborate much, but they say that the changes are related to the property having been owned previously by Harrison County.
- (c) Increased need for sites is addressed as a justification by the applicant. They indicate that "Business sites along Lorraine Road have been in demand and many businesses have located and are looking for locations."
- (d) Annexation is not applicable to this site nor are any statements provided by the applicant.
- (e) Ordinance changes are not applicable to this site nor are any statements provided by the applicant.
- (f) The applicant states that this property used to be governmental property, owned by Harrison County until they sold it to the applicant in 2010.

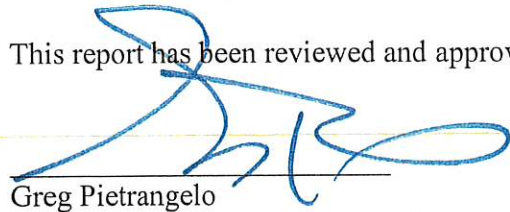
EXECUTIVE SUMMARY

This property is located between Lorraine Road and Old Lorraine Road and is adjacent to other B-1 property as well as I-2 (Heavy industry) property. Before the construction of the current Lorraine Road (Highway 605), a large portion of this property was right-of-way since the Old Lorraine Road went through this area. The applicant cites that many businesses have been locating along this corridor, and that more are interested in locating here. Although the applicant did not provide much detail in their argument, it appears to be a valid claim for this request.

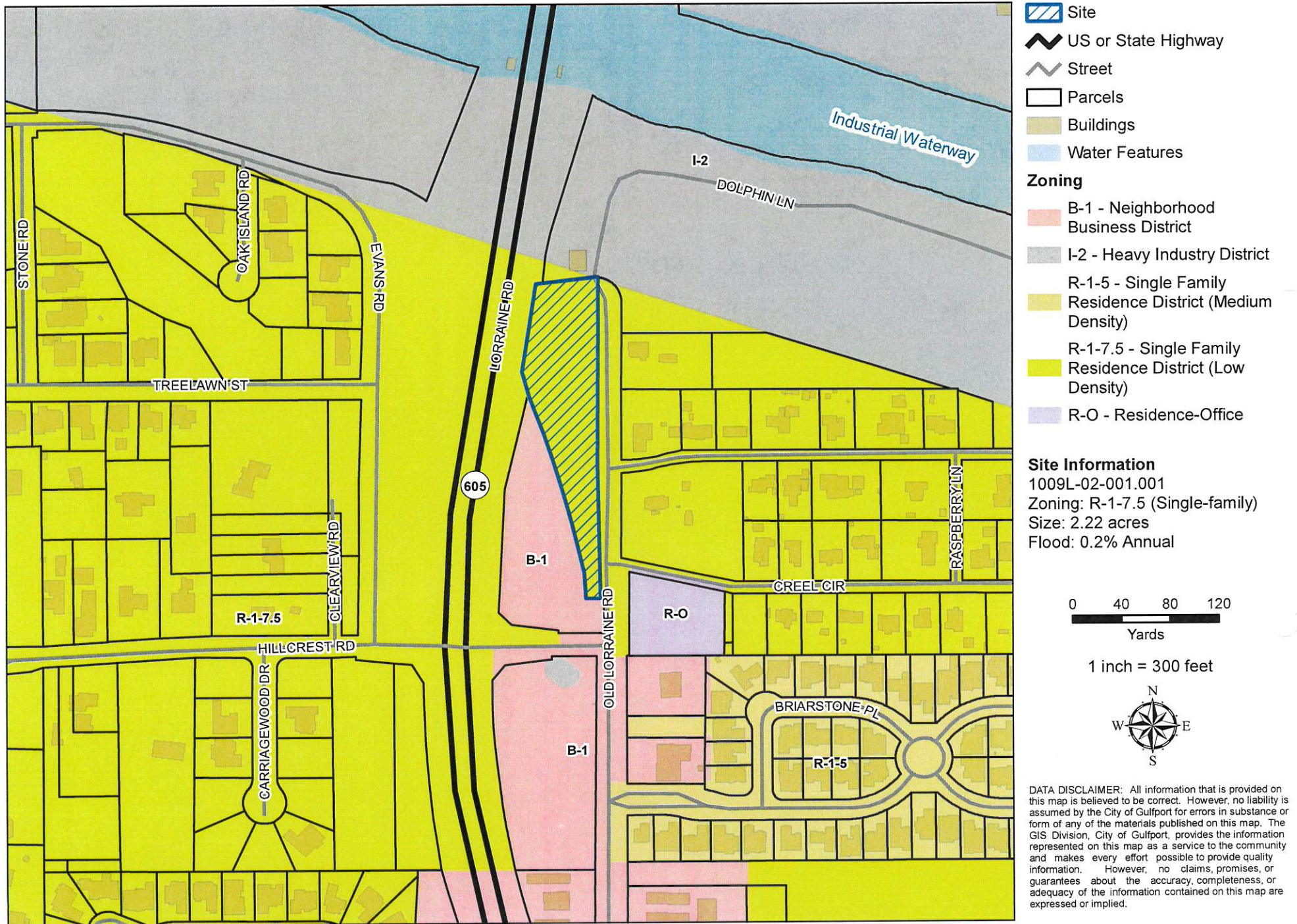
Technical Report
Zoning Map Amendment

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department





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

For Staff Use Only

Case File #: 2012 PC 164Date Received: 11/2/2020

Receipt #: _____

Received By: CLZoning: R-1-7.5Ward: 5 Flood: 0.2% annual

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

Property Information

TAX PARCEL #

1	0	0	9	L

 -

0	2

 -

0	0	1

 .

0	0	1

(If necessary, use separate sheet of paper)

Address of Property Involved: Hillcrest Road

Lot(s) _____, Block(s) _____, Subdivision _____

General Location: Hillcrest Road between Lorraine Road and Old Lorraine Road (See Plat)**GENERAL DESCRIPTION OF REQUEST:**Rezone Parcel to B-1. Just like the adjoining Parcel (Same Owner)**OWNERSHIP AND CERTIFICATION:**

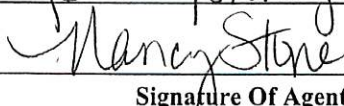
I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request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

OWNER

Audubon Pointe Venture, LLC
Printed Name Of Owner
P.O. Box 130
Mailing Address
Gulfport MS 39502
City State Zip code
228-214-0402 228-596-9000
Home Phone Work/Cell Phone
bstone@balch.com
Email

Signature Of Owner

AGENT

Nancy Stone
Printed Name Of Agent
1325 2nd Street
Mailing Address
Gulfport, MS 39501
City State Zip code
228-216-2333
Home Phone Work/Cell Phone
Nancy@nancystonegroup.com
Email

Signature Of Agent

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

☐

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

**APPLICATION FOR ZONING MAP
AMENDMENT/LAND USE
RECLASSIFICATION
TAX PARCEL #1009L-02-001.001
HILLCREST ROAD – LORRAINE ROAD – OLD LORRAINE ROAD
AUDUBON POINTE VENTURE, LLC**

ADDITIONAL INFORMATION:

SUBMISSION REQUIREMENTS.

- A. Submitted and attached.
- B. See Deed 10-11-10 from Harrison County
- C. See Attached.
- D. None
- E. Not applicable
- F. Through H. See Attachment

M/S

F. This parcel is part of a larger tract, the other half is zoned B1. That zoning was done under the City rezoning after Katrina. This parcel was owned by Harrison County until 10-11-10 when it was sold to Audubon Pointe Venture, LLC. Otherwise it would also have been designated B-1 as a parcel of the same tract. The property is not acceptable for residential. The area is B-1 to the south, Lorraine Road to the west and Old Lorraine Road to the east where businesses are being built on the East side of the Old Lorraine.

F.1. There was no error. The parcel was owned by Harrison County when Gulfport rezoning was done and was not eligible for zoning.

F.2. There was a change in conditions since the portion owned by Harrison County at the time of the City rezoning was later (10-11-10) sold to present private owner.

F.3. Business sites along Lorraine Road have been in demand and many businesses have located and are looking for locations. This request is not to reclassify but to zone.

F.4. N/A

F.5. N/A

F.6. It is necessary to reclassify the parcel since at the time of Gulfport rezoning to Harrison County owned the property and on 10-11-10 sold the property to Audubon Pointe Venture, LLC.

G.

G.1. Applicant name and address is shown as the owner on the application. The authorization for Ben H. Stone as a member of Audubon Pointe Venture, LLC to sign on behalf of the owner is attached.

G.2. Please see items 1 through 6 above.

G.3. Applicant presently has negotiations with several potential tenants and a contract with a purchaser. Construction should begin within 6 months or a year. Since there is a possibility of more than one tenant or purchaser final development is difficult to predict at this time.

Since the property was owned by Harrison County when zoning took place, zoning should advance as soon as possible.

G.4. The zoning/rezoning will correct the situation existing today because of a change in government (Harrison County) ownership after the city rezoning.

G.5. We are correcting a change in Government (Harrison County) ownership.

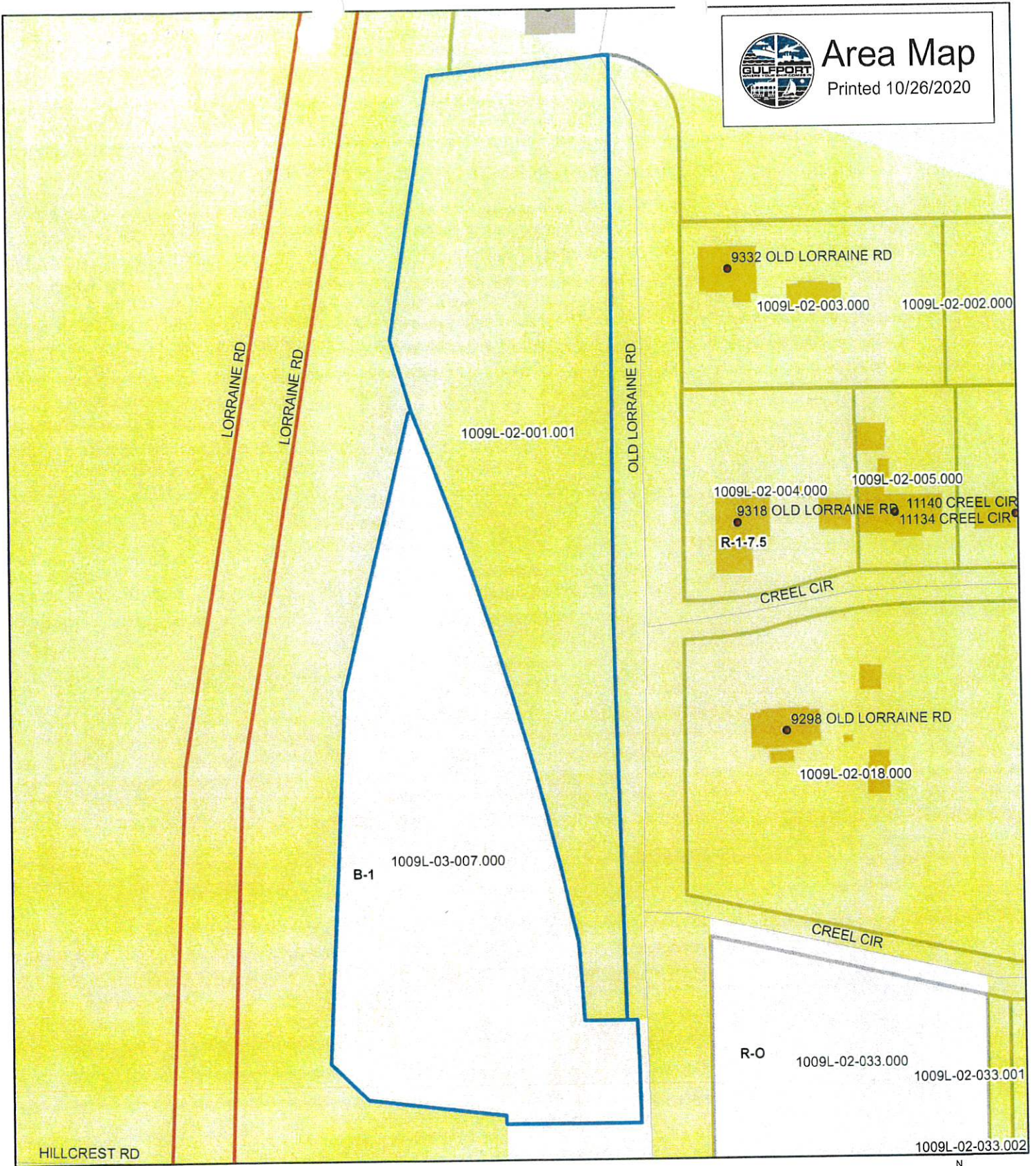
H. Check enclosed for \$175.00.

BIS



Area Map

Printed 10/26/2020



HILLCREST RD

B-1

1009L-03-007.000

1009L-02-001.001

R-1-7.5

1009L-02-004.000

9318 OLD LORRAINE RD

1009L-02-005.000

11140 CREEL CIR
11134 CREEL CIR

CREEL CIR

9298 OLD LORRAINE RD

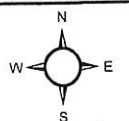
1009L-02-018.000

R-O

1009L-02-033.000

1009L-02-033.001

1009L-02-033.002



1 inch = 106 feet

● Addresspoints

Principal Arterial

Minor/Residential

WaterFeatures

Parcels

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.



Designation of Agent

I, AUDUBON POINTE VENTURE, LLC PRINT NAME being owner of the property HILLCREST ROAD PRIMARY ADDRESS OR PARCEL
which is the subject of this application hereby authorize NANCY STONE PRINT NAME to act as my
representative with the City of Gulfport's Zoning Board of Adjustment and Appeals, and/or Planning
Commission, and/or City Council, and/or permitting and licensing, as required by the City.

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

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

AUDUBON POINTE VENTURE, LLC
BY BEN H. STONE

Ben H. Stone
Signature

11/2/2020
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 2 day of November, 2020

Tracy J. Bouma
Notary Public



Commission Expiration

**ACTION BY UNANIMOUS WRITTEN CONSENT OF
THE MEMBER OF
AUDUBON POINTE VENTURE, LLC
IN LIEU OF A MEETING**

The undersigned, Ben H. Stone, constituting the member of AUDUBON POINTE VENTURE, LLC, a Mississippi limited liability company, acting by written consent, hereby adopt the following resolutions:

RESOLVED, by the undersigned, that Ben H. Stone is hereby authorized to act as Authorized Member of AUDUBON POINTE VENTURE, LLC for the sole purpose of rezoning certain real property known located at Hillcrest Road between Lorraine Road and Old Lorraine Road, Gulfport, 1st Judicial District, Harrison County, Mississippi, Parcel #1009L-02-00.001, and any addenda thereto, and that the execution of said Application for Zoning Map Amendment/Land Use Reclassification by Ben H. Stone is hereby ratified and confirmed as an effective action of AUDUBON POINTE VENTURE, LLC; and

RESOLVED FURTHER, Ben H. Stone is hereby authorized to execute and deliver any and all documents as may be necessary to effect such rezoning application, which is in the best interest of AUDUBON POINTE VENTURE, LLC.

Dated as of the 2nd day of November, 2020.

AUDUBON POINTE VENTURE, LLC

By: _____

Ben H. Stone, Member



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
AUDUBON POINTE VENTURE, L.L.C.	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	629456
Status:	Good Standing
Effective Date:	04/24/1996
State of Incorporation:	Mississippi
Principal Office Address:	1310 Twenty Fifth Ave. GULFPORT, MS 39501

Registered Agent

Name
BEN H STONE
1310 TWENTY-FIFTH AVE, PO BOX 130
GULFPORT, MS 39502

Officers & Directors

Name	Title
Ben Stone 1310 TWENTY FIFTH AVE. GULFPORT, MS 39051	Member



J. H. Stone 1st Judicial District
Instrument 2010 6983 D - J1
Filed/Recorded 10/19/2010 11:30 A
Total Fees \$ 12.00
15 Pages Recorded

Instrument Prepared by
and Return to:
Balch & Bingham LLP
Attn: Jennifer West Signs, MSB #7115
P.O. Box 130
Gulfport, MS 39502
(228) 864-9900

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

DEED OF CONVEYANCE

GRANTOR: HARRISON COUNTY, MISSISSIPPI
Attn: Board of Supervisors
1801 23rd Avenue
Gulfport, MS 39501
(228) 865-4117

GRANTEE: AUDUBON POINTE VENTURE, LLC
Attn: Ben H. Stone, Member
P.O. Box 130
Gulfport, MS 39502
(228) 864-9900

INDEXING
INSTRUCTIONS: SW ¼ of NW ¼, Sec. 19-T7S-R10W,
1st J.D., Harrison County, MS

For and in consideration of the sum of Fifty One Thousand and No/100 Dollars (\$51,000.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, HARRISON COUNTY, MISSISSIPPI, acting by and through its BOARD OF SUPERVISORS ("Grantor"), does hereby grant, sell, and convey unto AUDUBON POINTE VENTURE, LLC, a Mississippi limited liability company ("Grantee"), the following described real property situated and being located in the First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

This conveyance is made in accordance with the requirements of §19-7-3 of the Mississippi Code, and the necessary findings and resolution authorizing the sale of the above property were adopted and spread upon the minutes of the Board of Supervisors for its meeting on September 13, 2010. A copy of the resolution is attached hereto as Exhibit "B."

Taxes for the year 2010 are exempt. Taxes for all subsequent years are assumed by the Grantee.

WITNESS THE DULY AUTHORIZED SIGNATURES of the President and Clerk of the Board of Supervisors on this the 11 day of October, 2010.

HARRISON COUNTY, MISSISSIPPI

BY: ITS BOARD OF SUPERVISORS

BY: Connie Rockco

Connie Rockco, President

ATTEST

John McAdams
Clerk of the Board of Supervisors

STATE OF MISSISSIPPI

COUNTY OF HARRISON

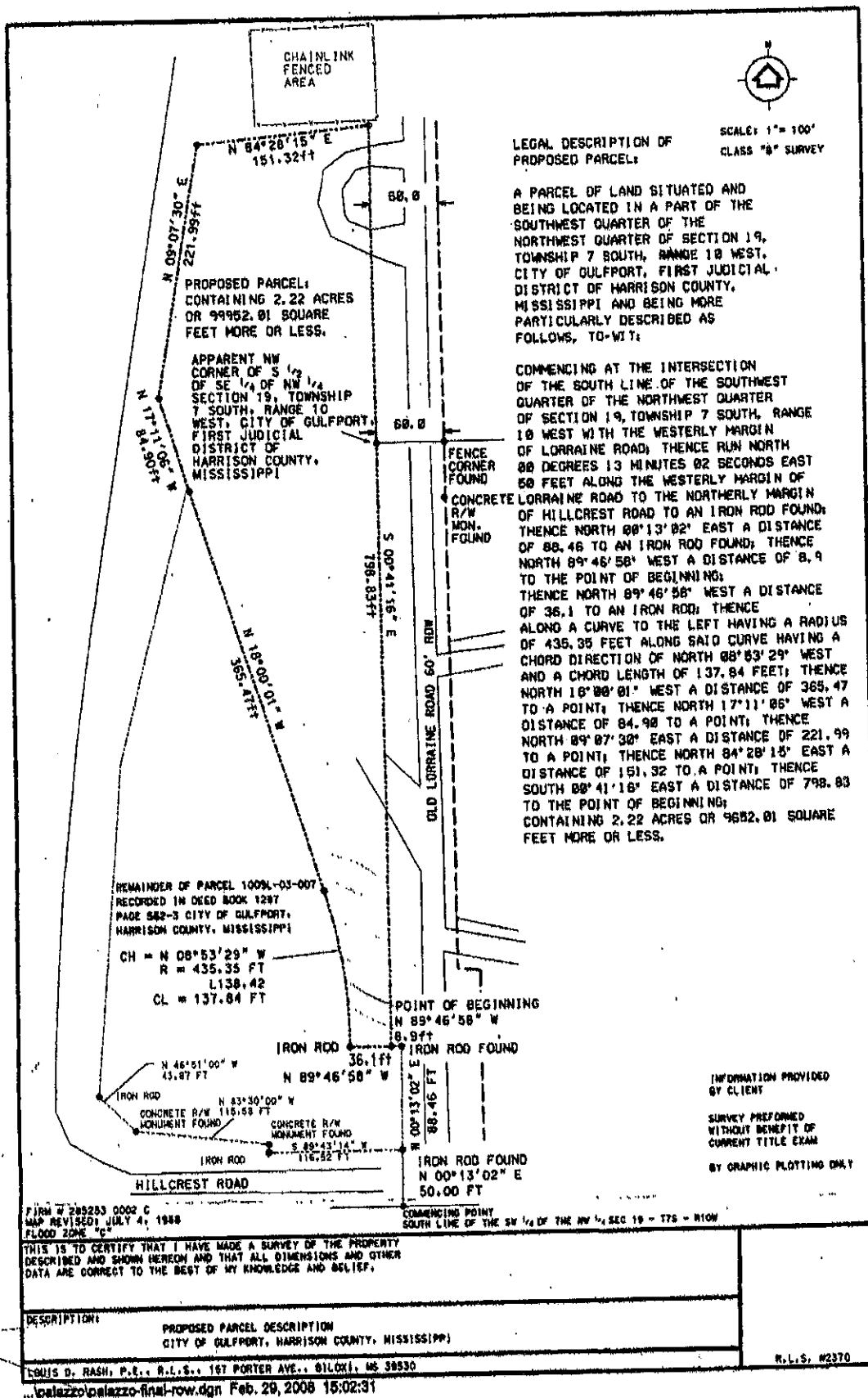
PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this the 11th day of October, 2010, within my jurisdiction, the within named Connie Rockco and John McAdams, who acknowledged that they are the President and Clerk, respectively, of the BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, and that for and on behalf of said county acting by and through said board, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.

Angela Thrash
NOTARY PUBLIC

MY COMMISSION EXPIRES:

6-23-2013







Harrison County, MS

Minutes Board of Supervisors

Monday, September 13, 2010

9:30 AM

BILOXI

33 10-2073

RESOLUTION accepting the offer of Audubon Pointe Venture LLC, a Mississippi Corporation owned by Ben H. Stone and Frank S. Palazzo, Jr., to purchase from Harrison County the property described on the map or plat attached hereto and made part thereof as exhibit B and has agreed to pay the fair market value for such property which for any other type transaction the county would required to be paid, and for related purposes.

Attachments: Resolution, Audubon Pointe Venture 9.13.100000.pdf
Survey of Property
Everett Ladner Appraisal 6-8-10 Letter only
Appraisal from Hebert, 7-31-10 letter only

A motion was made by Supervisor Savant, seconded by Supervisor Swetman III, that this Resolution be ADOPTED by the following vote:

Aye: 3 - Supervisor W.S. Swetman III; Supervisor Kim Savant and Supervisor Connie Rockco

Nay: 1 - Supervisor Marlin Ladner

Absent & Exc: 1 - Supervisor William Martin

6

Supervisor KIM B. SAVANT moved the adoption of the following Resolution:

A RESOLUTION OF THE HARRISON COUNTY BOARD OF SUPERVISORS ACCEPTING THE OFFER OF AUDUBON POINTE VENTURE LLC, A MISSISSIPPI CORPORATION OWNED BY BEN H. STONE AND FRANK S. PALAZZO, JR., TO PURCHASE FROM HARRISON COUNTY THE PROPERTY DESCRIBED ON THE MAP OR PLAT ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT B AND HAS AGREED TO PAY THE FAIR MARKET VALUE FOR SUCH PROPERTY WHICH FOR ANY OTHER TYPE TRANSACTION THE COUNTY WOULD REQUIRE TO BE PAID, AND FOR RELATED PURPOSES

WHEREAS, by deed dated May 4, 1981, recorded in Book 909 at Page 69 of the Deed Records of Harrison County, Mississippi, Harrison County purchased from the Harrison County Development Commission all right, title and interest in certain road right-of-way for Lorraine Road (also known as Cowan Road) and described in full therein; and

WHEREAS, a portion of said right-of-way transferred to Harrison County included the then improved portion of Lorraine Road right-of-way north of Hillcrest Road and leading to the former Wilkes Bridge over the Harrison County Industrial Seaway, including unimproved areas of the right-of-way extending to a width of up to 360 feet; and

WHEREAS, in 1998, the State of Mississippi acquired the land to relocate Lorraine Road and the bridge as part of the project to eventually extend Lorraine Road to the north and create Highway 605 such that the above-described portion of Lorraine Road north of Hillcrest Road ending at the new right-of-way for the Lorraine Road/Highway 605 (the "Old Right of Way") no longer connects any traffic points and leads nowhere; and

WHEREAS upon completion of the relocated roadway and bridge, maintenance of the Old Right of Way was discontinued and the paved portion thereof was completely blocked to traffic, although no formal abandonment procedures were instigated; and

WHEREAS, the only owners of land directly adjacent to the old Right of Way are Harrison County to the north and east and Audubon Pointe Venture, LLC, a Mississippi limited

7

liability company owned by Ben H. Stone and Frank S. Palazzo, Jr., ("Audubon") to the south and west; and

WHEREAS, Audubon has offered to purchase a part of the Old Right of Way more particularly described on the map or plat prepared by Louis D. Rash, R.L.S., attached hereto and made a part hereof as Exhibit A (the "Property") and has agreed to pay the fair market value for same; and

WHEREAS, Audubon has noted that the location of the Property, its irregular, long and narrow shape, its limited access, and its current zoning for residential use renders it unusable to the County and anyone other than Audubon and stated that it intends pursue a zoning change with the City of Gulfport to commercially develop the Property along with Audubon's adjacent land, resulting in economic benefits to the County and improvement to the Lorraine Road/Highway 605 community; and

WHEREAS, Audubon has further noted that in a formal abandonment procedure, title to one-half of the abandoned portion of old Lorraine Road would become vested in Audubon free and clear of the former right-of-way and decrease the acreage and value of the area Audubon proposes to purchase from the County; but in order to facilitate its options for development, Audubon is agreeable to proceeding with a full purchase without pursuing its rights through an abandonment process; and

WHEREAS, the County Engineer, Danny Boudreaux, has inspected the Property and the proposed plat and description and has confirmed that the Property is not in use or likely to be used by the County in the future and that the sale of Property will not interfere with the public roadway on its eastern boundary (now called "Old Lorraine Road") that provides access to the County's retained portion of the Old Right of Way and other land along the south shore of the Industrial canal to the west of new Lorraine Road/Highway 605, including the Institute for Marine Mammal Studies; and

8

WHEREAS, in accordance with the provisions Mississippi Code Annotated, Section 19-7-3(3), the Board finds and determines that (a) the Property is no longer needed for County or related purposes and is not to be used in the operation of the County, (b) the sale of the Property in the manner otherwise provided by law is not necessary or desirable for the financial welfare of the County, and (c) the use of the Property for the purpose for which it is sold will promote and foster the development and improvement of the community in which it is located and the economic welfare thereof; and

WHEREAS, Everette E. Ladner & Associates, Inc., a recognized real estate appraisal firm, has appraised the Property at the request of Audubon at the amount \$51,000.00 and the County obtained its own appraisal from Harry Hebert, a second recognized real estate appraiser, and the Property appraised at \$49,000.00. Audubon has agreed that the purchase price shall be the highest of the two appraisal values or \$51,000.00 and to reimburse the County the cost of its appraisal for, and Audubon shall pay \$51,000.00 plus the cost of the County's appraisal, recording fees and any legal costs to the County by cashier's check to the County in exchange for a deed to be executed by the President of the Board and attested by the Chancery Clerk; and

WHEREAS, all costs of the appraisals, recording fees, and any legal costs to the County shall be also be paid by Audubon at the closing of the purchase; and

WHEREAS, after payment of such amounts and delivery of such deed, title to the Property shall vest in the purchaser; and

WHEREAS, in the event Audubon's development plans necessitate a formal abandonment procedure for the Old Right of Way and/or an application for a zoning change from residential to commercial use, the County as an adjacent land owner will have no objection to such actions and will officially enter its appearance to acknowledge such position if Audubon so requests.

9

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF
HARRISON COUNTY, MISSISSIPPI, AS FOLLOWS:**

SECTION I. The findings, conclusions and statements of fact contained in the foregoing Preamble are hereby adopted, ratified and incorporated in this Resolution.

SECTION II. Everette E. Ladner & Associates, Inc., a recognized real estate appraisal firm, has appraised the Property at the request of Audubon at the amount \$51,000.00 and the County obtained its own appraisal from Harry Hebert, a second recognized real estate appraiser, and the Property appraised at \$49,000.00. Audubon has agreed that the purchase price shall be the highest of the two appraisal values or \$51,000.00 and to reimburse the County the cost of its appraisal for, and Audubon shall pay \$51,000.00 plus the cost of the County's appraisal, recording fees and any legal costs to the County by cashier's check to the County in exchange for a deed to be executed by the President of the Board and attested by the Chancery Clerk.

SECTION III. The President of the Harrison County Board of Supervisors is hereby authorized to execute a Deed transferring the above described property to Audubon Pointe Venture LLC, a Mississippi corporation, upon receipt of payment of the purchase price and evidence of payment of all closing costs by Audubon as set forth above.

SECTION IV. A certified copy of this Resolution shall be spread upon the official minutes of Harrison County, Mississippi.

Supervisor **W. S. SWETMAN III** seconded the Motion to adopt the above and foregoing Resolution, whereupon the question was put to a vote with the following results:

Supervisor **W. S. SWETMAN III** voted **AYE**

Supervisor **KIM B. SAVANT** voted **AYE**

Supervisor **MARLIN LADNER** voted **NAY**

Supervisor WILLIAM MARTIN voted (ABSENT & EXCUSED)

Supervisor CONNIE ROCKCO voted AYE

The majority of the members present having voted in the affirmative, the Motion was declared carried, and the Resolution adopted on this the 13th day of September, 2010.

Everette E. Ladner & Associates, Inc.

Real Estate Appraisers & Consultants

549 E. Pass Road , Suite H
Gulfport, Mississippi 39507

Phone: (228) 896-5454
Fax: (228) 896-7023

June 7, 2010

Harrison County Board of Supervisors
1801 23RD Avenue
Gulfport, MS 39501

RE: APPRAISAL SUBMITTAL

Location : WEST SIDE of OLD LORRAINE ROAD,
Gulfport, MS
County : Harrison
Date of Value : May 18, 2010
Property Owners : HARRISON COUNTY
2.22 ACRES-VACANT LAND

Dear Ladies and Gentlemen:

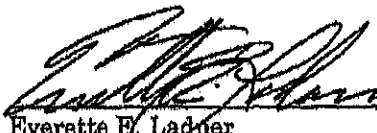
At your request, I have completed a Summary appraisal report of the real property referenced above. The appraisal states my opinion of the Market Value of the fee-simple interest in the property, subject to various Assumptions and Limiting Conditions set forth in the accompanying report. The physical inspection and analysis that form the basis of this report was conducted by Everette E. Ladner, State Certified General Real Estate Appraiser, GA #75.

Based on the analysis presented in the following report, it is my opinion that the Market Value of the subject property, as of May 18, 2010, was:

FIFTY ONE THOUSAND DOLLARS

2.22 ACRES @ \$23,000 = R.O. \$51,000

Respectfully submitted,



Everette E. Ladner
State Certified General
Real Estate Appraiser GA#75

POULOS-HEBERT & ASSOCIATES

2018 23rd Avenue - Gulfport, Ms. 39501
P. O. Box 7702 - Gulfport, Ms. 39506
228-864-2378 - Fax 228-864-2379
www.HebertAppr@AOL.com

Roger Poulos, MAI (1946-1995)
Harry Hebert, GAA

July 31, 2010

Ms. Pam Ulrich, County Administrator
Harrison County Board of Supervisors
P. O. Drawer CC
Gulfport, MS 39502

RE: Summary Appraisal Report of a 2.22 acre parcel of land located on the west side of Old Lorraine Road, approximately 88.5 feet north of Hillcrest Road, Gulfport, Mississippi.

Dear Ms. Ulrich:

In accordance with your request, I have personally inspected and appraised the above referenced property as of July 22, 2010. This report, and final opinion of market value, have been based on an inspection of the property, including all comparables, and research into the various factors that influence value.

Briefly described, Subject Property consists of a 2.22 acre, irregularly shaped site, that possesses an estimated 798.83 feet of frontage along the west side of Old Lorraine Road, and 306.89 feet on the east side of New Lorraine Road. The site has a depth in a westerly direction from Old Lorraine Road of 151.32 feet on the north side and 36.1 feet on the south side. On the day of inspection the site was mostly cleared vacant land, at road grade with Old Lorraine Road, but below road grade with New Lorraine Road.

The purpose of this appraisal is to provide my opinion of Market Value of the Fee Simple Estate of Subject Property, as of July 22, 2010, the most recent date of inspection. The Harrison County Board of Supervisors is the client and user of this report.

MISSISSIPPI GULF COAST

Page 2
July 31, 2010

The analysis and results of my investigation, which are submitted within the accompanying report, are made in conformity with and subject to the Code of Professional Ethics and Standards of Professional Practice as set forth by the Appraisal Institute, and the Uniform Standards of Professional Appraisal Practice (USPAP) as specified by the Appraisal Foundation.

This appraisal is also written to conform to:

- (1) Title XI of the Federal Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA);
- (2) The OCC Appraisal Standards of 12 CFR, Part 34 (12CFR34);
- (3) Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute; and
- (4) The Guidelines for Real Estate Appraisal Policies and Review Procedures adopted by the Bank Supervision Offices of the FDIC, the Board of Governors of the Federal Reserve System & the Office of the Comptroller of the Currency as of December 14, 1987.

Inherent in my value opinion is the assumption that all information and materials provided by the client, property owner, and property manager are reasonably correct. Also, the value reported herein is of land only, and represents a reasonable marketing time to any potential purchaser desiring to use the site for its Highest and Best Use.

Subject Property did not reveal any signs of hazardous waste. However, since I am not qualified to accurately detect such substances, this appraisal is made on the assumption that testing of the site will conclude there is no evidence of any environmental problem that would result in loss of property value.

14
Page 3
July 31, 2010

The Appraisal Report, which follows this letter of transmittal, is intended to be a summary of all pertinent data which describes my research, analysis and conclusions. These conclusions, with full consideration to certification and limiting conditions, are the basis upon which I submit my opinion that Market Value of the Fee Simple Estate of Subject Property, as of July 22, 2010, was:

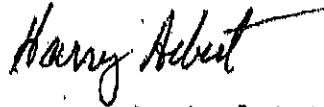
FORTY NINE THOUSAND DOLLARS

\$49,000

The value opinion in this Appraisal Report is based on a market exposure time of less than twelve (12) months. This estimated time frame is the result of conversations with local Realtors.

Respectfully Submitted,

POULOS, HEBERT & ASSOCIATES



Harry Hebert, Appraiser
State Certified General Real Estate Appraiser: GA-141

POULOS-HEBERT & ASSOCIATES



Harrison County, MS

Certified Copy

Resolution: 10-2073

File Number: 10-2073

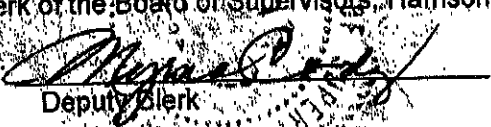
RESOLUTION accepting the offer of Audubon Pointe Venture LLC, a Mississippi Corporation owned by Ben H. Stone and Frank S. Palazzo, Jr., to purchase from Harrison County the property described on the map or plat attached hereto and made part thereof as exhibit B and has agreed to pay the fair market value for such property which for any other type transaction the county would required to be paid, and for related purposes.

I, John McAdams, Chancery Clerk and Ex Officio Clerk of the Board of Supervisors of Harrison County, Mississippi, certify that this is a true copy of Resolution No. 10-2073, passed by the Board of Supervisors on 9/13/2010.

THIS 27th day of September 2010.

JOHN McADAMS, Chancery Clerk and
Clerk of the Board of Supervisors, Harrison County, Mississippi.

By


Deputy Clerk

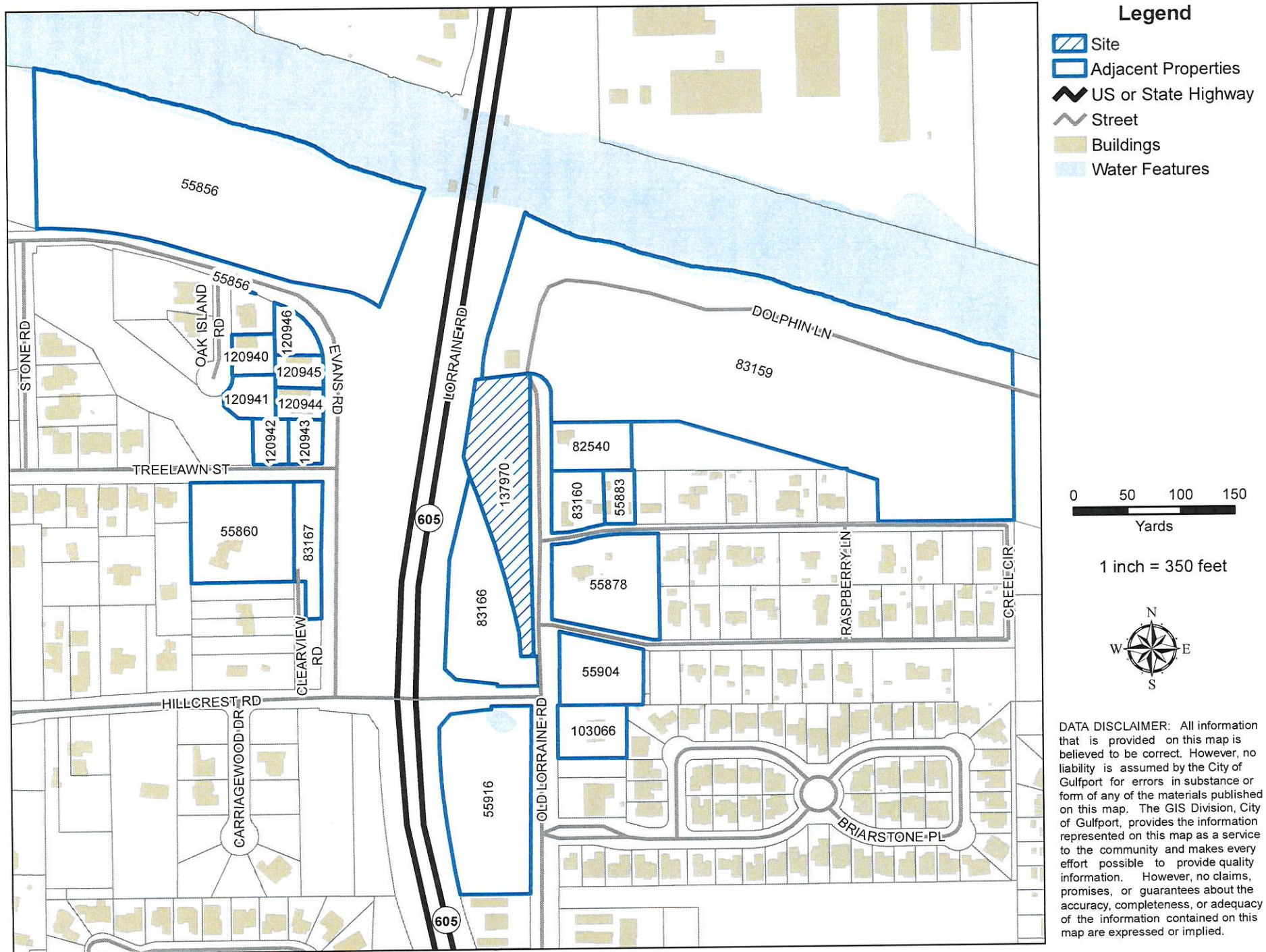
RE: Zoning Map Amendment 2012PC164, by agent Nancy Stone, tax parcel 1009L-02-001.001, Request to rezone from R-1-7.5 (Single-family) to B-1 (Neighborhood business), Old Lorraine Rd, Ward 5

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, December 17, 2020**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Planning Commission for **Thursday, December 17, 2020**. 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.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y	137970	1009L-02-001.001	AUDUBON POINTE VENTURE LLC	P O BOX 130	GULFPORT	MS	39502
Y			C/O BEN H STONE -MEMBER- Nancy Stone (Agent)	1325 2nd St	Gulfport	MS	39501
			Adjacent Property Owners				
	83166	1009L-03-007.000	AUDUBON POINTE VENTURE LLC	P O BOX 130	GULFPORT	MS	39502
Y	83160	1009L-02-004.000	BALL LINA L	9318 OLD LORRAINE RD	GULFPORT	MS	39503
Y	55860	1009L-03-010.000	BRADY SCOTT CHRISTOPHER ETAL	9312 CLEARVIEW RD	GULFPORT	MS	39503
Y	120943	1009L-03-041.000	BROADUS JENNIFER	9347 EVANS RD	GULFPORT	MS	39503
Y	120945	1009L-03-043.000	BRUNT DERRY H & BONNIE B	9367 EVANS RD	GULFPORT	MS	39503
Y	55878	1009L-02-018.000	CREEL ALFRED C ETAL	9298 LORRAINE RD	GULFPORT	MS	39503
Y	120940	1009L-03-038.000	DYAL JONATHAN P & SARA M	9360 OAK ISLAND RD	GULFPORT	MS	39507
Y	120942	1009L-03-040.000	ELLE DEE & ASSOCIATES INC	9612 SOUTH 4TH AVENUE	INGLEWOOD	CA	90305
	83159	1009L-02-001.000	HARRISON CO				0
Y	55856	1009L-03-001.000	HARRISON CO DEV COMM	P O BOX 1870	GULFPORT	MS	39502
Y	103066	1009M-01-001.006	ISLAND GARDEN SHOP LLC	9244 OLD LORRAINE RD	GULFPORT	MS	39503
Y	55883	1009L-02-005.000	KEWLEY CHARLES W	11134 CREEL CIR	GULFPORT	MS	39503
Y	55916	1009M-03-001.000	LECA DEVELOPMENT LLC	9231 LORRAINE RD	GULFPORT	MS	39503
Y	120941	1009L-03-039.000	MCDANIEL MARK H	28 SHORELINE LANE	GULFPORT	MS	39503
Y	82540	1009L-02-003.000	NORTON MARIA E & JAMES H	9332 OLD LORRAINE RD	GULFPORT	MS	39503
Y	120944	1009L-03-042.000	PERRY DAVID JAMES & ASHLEY NICOLE	9359 EVANS ROAD	GULFPORT	MS	39507
Y	83167	1009L-03-009.000	VAUGHN CLARENCE HOMER JR	1221 3RD STREET	GULFPORT	MS	39501
Y	55904	1009L-02-033.000	WARD JUNE	9009 VICTORIA CIRCLE	GULFPORT	MS	39503
Y	120946	1009L-03-044.000	ZAHEDI AARON	P O BOX 7182	GULFPORT	MS	39506



**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, December 17, 2020 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 2012PC159, by agent Lavi Pierce III, tax parcel 09071-03-015.000, Request mobile home use, Kelly St, Zoned R-1-5 (Single-family), Ward 6

Zoning Map Amendment 2012PC160, by owners Jerry and Irene Pitts, tax parcel 08081-01-007.000, Request to rezone from R-1-10 (Single-family) to B-2 (General business), 14104 Dedeaux Rd, Ward 6

Zoning Map Amendment 2012PC162, by agent Mark A. Willkerson, tax parcels 0911C-01-177.000, 0911C-01-0178.000, and 0911C-01-176.000, Request to rezone from B-2 (General business) to R-B (Residence-business), 2214 Hewes Ave, Ward 3

Resubdivision 2012PC163, by owner Affordable Investment Properties LLC, tax parcel 0710P-03-002.000, Divide into four new parcels, 3009 39th Ave, Zoned R-2 (Single-family), Ward 1

Zoning Map Amendment 2012PC164, by agent Nancy Stone, tax parcel 1009L-02-001.001, Request to rezone from R-1-7.5 (Single-family) to B-1 (Neighborhood business), Old Lorraine Rd, Ward 5

Planning Commission Approval 2012PC165, by owners Eric and Ashlyn Castleberry, tax parcel 0908J-01-020.004, Request for a mobile arts and crafts use, 29 Jay Dr, Zoned R-1-10 (Single-family), Ward 6

Resubdivision 2012PC166, by agent Marci R. Wilson, tax parcels 0911E-01-046.000, 0911E-01-048.000, and 0911E-01-047.000, Divide into two new parcels, 633 and 645 2nd St, Zoned R-1-7.5 (Single-family), Ward 2

Text Amendment 2012PC167:
AN ORDINANCE AMENDING THE OFFICIAL TEXT OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GULFPORT, MISSISSIPPI ADOPTED THE 29TH DAY OF JUNE, 1979, AS AMENDED, TO AMEND SECTION I, DEFINITIONS, (B) WORDS AND PHRASES - HOTEL AND SECTION I, DEFINITIONS, (B) WORDS AND PHRASES TO ADD SHORT-TERM RENTAL; TO AMEND SECTION III, DISTRICT REGULATIONS, (K) CHART OF PERMITTED USES, (2) SCHEDULE OF USES - RESIDENTIAL TO ADD SHORT-TERM RENTAL; AND TO AMEND SECTION VII, NONCONFORMING USES AND STRUCTURES TO ADD (G) PRE-EXISTING SHORT-TERM RENTAL (CASE FILE NUMBER 2012PC167)

Zoning Map Amendment 2012PC168, by owner JSP LLC, tax parcel 1010H-02-032.001, Request to rezone from R-2 (Single-family) to R-B (Residence-business), Red Oak Dr, Ward 2

This the 25th day of November 2020
Keith Williams, Chairman
City of Gulfport Planning Commission

Handwritten initials: JH

CITY OF GULFPORT PLANNING COMMISSION

2012PC164

TRANSCRIPT OF HEARING

December 17, 2020

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 17TH DAY OF DECEMBER 2020
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
BRANDON ELLIOTT
CHARLIE HEWES
JOHN ANTHONY
HAROLD SPANN
TIMOTHY DAIGLE, JR.

STAFF PRESENT:

GREG PIETRANGELO
GREG HOLMES
SU-LIN BOLIN
MATILDA WELCH
EMMA STRONG

ALSO PRESENT:

MARGARET MURDOCK, ESQ.

1 5. Zoning Map Amendment 2012PC164

2 MS. BOLIN: Item 6 Zoning Map Amendment 164
3 has been duly and timely noticed as required by law. The
4 applicant requests to rezone from R-1-7.5 single family to
5 B-1 neighborhood business Old Lorraine Road, Ward 5. A copy
6 of the packet considered is hereby offered to the record.

7 MR. WILLIAMS: Thank you.

8 Bobby, you're speaking for this one?

9 MR. HEINRICH: Yes.

10 MR. WILLIAMS: All right.

11 MR. HEINRICH: I'm going to give you
12 something that you don't have here.

13 MR. WILLIAMS: Thank you.

14 MR. HEINRICH: My name is Bobby Heinrich,
15 1806 23rd Avenue, Gulfport.

16 We're here to present a rezone application
17 request. I have the owner here, Nancy and Ben Stone sitting
18 in the audience with us.

19 And so as you can see, the zoning map, this
20 is two parcels of land. Half of it is already B-1, and
21 we're asking or requesting to extend that B-1 all the way up
22 to the bridge basically.

23 The reason that wasn't done out at the same
24 time the southern half was is because Mr. Stone didn't own
25 that at the time. When he purchased this, it automatically

1 went to R-1 or something.

2 But anyway, we're requesting to do B-1 zoning
3 because of the need of commercial parcels in that area.

4 Several months ago, I had a piece of property
5 rezoned across the street for a new boutique shop.

6 So I like presenting what we're going to do
7 and why we're doing this. I know we don't have to, but I
8 want to show you what we're doing.

9 We're going to resubdivide this parcel into
10 four lots roughly one acre. And the property is under
11 contract. And they're going to put their office here on the
12 corner. So a 5,000 square foot commercial building. And
13 then we'll have three other parcels. And I can go on and
14 say that there's two other people, two other companies, that
15 are interested in building more commercial buildings out
16 there.

17 So I wanted to go ahead and show you that.
18 And I'm here to answer any questions you may have.

19 MR. WILLIAMS: Bobby, you're going to do that into
20 three lots. That third parcel, the triangular piece, how
21 big is that? How big will that be?

22 MR. HEINRICH: Well, okay. So I did the --
23 this is the zoning line. So starting from Hillcrest, this
24 already is already B-1. It goes right across here. The
25 four lots is 1, 2, 3, 4.

1 MR. WILLIAMS: It's all the way up to there.

2 MR. HEINRICH: They go this way. Not that
3 way. That's the way it is now, that angle.

4 MR. HEWES: So you're going to take two
5 triangulated lots and put it into four square lots.

6 MR. HEINRICH: Yes, sir. And they're roughly
7 about one acre. And they're all single commercial
8 buildings.

9 MR. HEWES: Thank you.

10 MR. ANTHONY: Are there any other properties
11 B-1 that you're aware of in --

12 MR. HEINRICH: Everything south of this is
13 B-1 along 605 corridor. I don't know if you have a drawing
14 of that or not.

15 I turned in a drawing. This is a dentist's
16 office across the street on the other side is B-1.

17 MR. ANTHONY: It does seem like it's
18 coinciding with what's going on.

19 MR. HEINRICH: We can't go any farther north
20 on this side of that bridge.

21 MR. WILLIAMS: All right. Other questions
22 for Mr. Heinrich?

23 MR. HEINRICH: Again, Ben and Nancy are here
24 if you have anything.

25 MR. WILLIAMS: To answer questions. All

1 right. Thank you, Bobby. Appreciate it.

2 Anyone else here to speak for the request?

3 Anyone here to speak against the request?

4 MR. MARSHALL: Speaking for the request.

5 MR. WILLIAMS: For. I'm sorry. Yes, please,
6 thank you.

7 MR. MARSHALL: Again, Jonathan Marshall, 57
8 53rd Street, Gulfport.

9 I just want to be on record that I think this
10 will be a great addition to the Cowan-Lorraine Road access.
11 I love that they're going for B-1 and not R-B. You know,
12 the Bridgewater Shopping Center which my family owns, is
13 B-1. So I think it does conform to everything out there.
14 And there is an increased need for sites.

15 So, you know, I just want to be on record
16 today we're going to take this from an R-1-7.5 to a B-1. So
17 I think it will be a great project. I think it will be, you
18 know, good for the city and good for Cowan-Lorraine. So
19 just wanted to be on record.

20 Thank you.

21 MR. WILLIAMS: Thank you, sir. Appreciate
22 it.

23 Anyone else to speak for the request?

24 MR. HEINRICH: I wanted to mention that all
25 the access will be off of Old Lorraine Cowan, not off of

1 605. So you can't do that anyway. But I just wanted to
2 make sure that everybody would have to come in on Hillcrest
3 and go in back behind there, that center whole lot.

4 MR. WILLIAMS: Great point. Thank you.

5 Anyone else here to speak for or against or
6 have any other comments on this one?

7 All right. Commissioners, any questions for
8 anybody or a motion, please?

9 MR. ELLIOTT: I make a motion that Case
10 2012PC164 to approve rezoning to B-1.

11 MR. SPANN: Second.

12 MR. WILLIAMS: Got a motion and a second to
13 approve the request. Any further discussion?

14 MR. ANTHONY: Yes, sir. I just want to say I
15 know that this area has been an area that we are steadily
16 receiving interest in, and I think it is moving in the right
17 direction as far as what needs to be done for the City of
18 Gulfport.

19 MR. WILLIAMS: All right. Thank you, sir.

20 Any other comments? If not, all those in
21 favor of approving the motion to approve this request
22 signify by saying aye. Any opposed?

23 All right. It's been approved. Thank you
24 all. Appreciate it.

25 (Unanimous vote.)

BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2012PC164

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 6 pages constitute a true and correct transcription of said hearing held on the 17th day of December 2020.

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 28th day of December 2020.

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, February 2, 2021

1:30 PM

*Gulfport City Hall
Council Chambers*

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

Agenda Order Confirmation or adjustment of the agenda order

Presentation Agenda

- Mayor's Report

Policy Issues

Minutes / Appointment

- 1 Approval of Minutes - for December 22, 2020.
- 2 Approval of Minutes - for January 5, 2021.
- 3 Ratification - of reappointment to the Gulf Regional Planning Commission.

Code Enforcement / Planning

- 4 Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.
- 5 Request - issuance of special check for Landon Green Phase I Release of Cash Utility Warranty Bond - Elliott Land Development, LLC.

Ordinances

- 6 Ordinance - to rezone tax parcels from B-2 (General business) to R-B (Residence-business) - located at 2214 Hewes Avenue - Case # 2012PC162 - Ward 3.
- 7 Ordinance - to rezone tax parcel from R-1-7.5 (Single-family) to B-1 (Neighborhood business) - located at Old Lorraine Road - Case # 2012PC164 - Ward 5.
- 8 Ordinance - to rezone a tax parcel from R-2 (Single-family) to R-B (Residence-business) located at Red Oak Drive - Case # 2012PC168 - Ward 2.
- 9 Ordinance - establishing Budget Stabilization Fund, and for related purposes.
- 10 Ordinance - establishing and confirming polling places for 2021 Municipal Elections.

Resolutions

- 11 Resolution - memorializing the Legislature of the State of Mississippi to adopt Local and Private Legislation, and for related purposes.
- 12 Resolution - approving Agreement with Jones Walker, LLP and Dennis W. Miller, Esq., authorizing the Mayor to execute and deliver said Agreement, and for related purposes.
- 13 Resolution - approving award to Neel-Schaffer, Inc. for Engineering Services in connection with the BUILD – Interconnecting Gulfport Project, to approving the selection for said Services, authorizing the Mayor (or designee) to execute the same on behalf of the City, and for related purposes.
- 14 Resolution - approving C-Spire Service Order Form, authorizing the Mayor to execute the same, and for related purposes
- 15 Resolution - approving Engineering Services Contract with Covington Civil and Environmental, LLC, in connection with the Debuys Road Pump Station Replacement Project, authorizing the Mayor to execute the same, and for related purposes.

-
- 16 Resolution - approving Professional Services Agreement with Danny Meadors, and for related purposes.
 - 17 Resolution - approving Project Design for Oak Island Drainage Improvements Project, and for related purposes.
 - 18 Resolution - awarding bid and approving Contract(s) for Term Contract Group C - Sundry Road Materials.
 - 19 Resolution - awarding bid and approving Contract(s) for Term Contract C2A - Culvert & Ram Neck Piping to Southern Waterworks.
 - 20 Resolution - awarding bid and approving Contract(s) for Term Contract Group U - Electronic Equipment.
 - 21 Resolution - approving Amendment No. 2 to Professional Services Agreement for Hurricane Zeta Debris Removal Monitoring Services with Tetra Tech, Inc., and for related purposes.
 - 22 Resolution - authorizing a contribution of funds to the Harrison County Soil and Water Conservation District pursuant to Miss. Code Ann. § 69-27-24 (2012), and for related purposes.
 - 23 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport (Fire Department), and for related purposes.
 - 24 Resolution - authorizing Vacation and Release of Easement, authorizing the Mayor to execute Instrument effectuating said Release, and for related purposes.
 - 25 Resolution - declaring certain municipal personal property to be surplus and authorizing the donation of the same to the Harrison County Sheriff's Department, and for related purposes.
 - 26 Resolution - reconfirming and extending the status of a State of Emergency due to the spread of COVID-19 and potential associated impacts which threaten to affect areas within the City, and for related purposes.
 - 27 Resolution - reconfirming and extending the status of a State of Emergency due to the impacts of Hurricane Zeta on the City of Gulfport, and for related purposes.

Budget Amendments / Docket of Claims

- 28 Budget Amendment #31 - increasing line items 276 Training and Travel from 276 Operating Supplies.
- 29 Budget Amendment #32 - increasing line item Photo & Fingerprint from police property unclaimed money.
- 30 Budget Amendment #33 - increasing line item Photo & Fingerprint from police property unclaimed money.
- 31 Budget Amendment #34 - increasing line item 277 Vehicles from restitution.
- 32 Docket of Claims - to be approved through February 3, 2021.

Routine Agenda

- 33 Resolution - awarding bids for lot clean-ups and/or demolitions.
- 34 Letter - regarding bid awarded by Purchasing to ITSAVVY Inc. for New World Server Parts - Information Systems - to be made a part of the minutes.
- 35 Letter - regarding bid awarded by Purchasing to Marina Products for Fiberglass Dock Boxes - Leisure Services Department - to be made a part of the minutes.
- 36 Letter - regarding bid awarded by Purchasing to Rocking C for Engine 14 Pumper Repairs - Fire Department - to be made a part of the minutes.
- 37 Ratification - of Oaths of Office - to be made a part of the minutes.
- 38 Letter - 2021 CPI Increase Contract for Operations and Maintenance of Water and Sewer, Streets and Drainage Systems.
- 39 Ratification - of previously approved and executed Agreements/Contracts/Documents - to be made a part of the minutes.
- 40 Request - approval of Terms associated with DEA seized/forfeiture properties.

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

- **Mrs. Dorothy Elizabeth Mitchell**
- **Mr. James Hardy**

Executive Session

Setting of Next Meeting and Adjournment

There came on for consideration at a duly constituted meeting of the City Council and Mayor of the City of Gulfport held on the ____ day of _____, 2021, the following Ordinance:

ORDINANCE NO. _____

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

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission and City departments, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that ad valorem tax parcel number 1009L-02-001.001, which is generally described as being located north of Hillcrest Road, south of Dolphin Lane, east of and adjacent to Lorraine Road, and west of and adjacent to Old Lorraine Road, should be rezoned from its present classification of R-1-7.5 (Single-family) District to B-1 (Neighborhood business) District. The Case File Number is 2012PC164.

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

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

Ad valorem tax parcel number 1009L-02-001.001 is legally described as:

A PARCEL OF LAND SITUATED AND BEING LOCATED IN A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 10 WEST WITH THE WESTERLY MARGIN OF LORRAINE ROAD; THENCE RUN NORTH 00 DEGREES 13 MINUTES 02 SECONDS EAST 50 FEET ALONG THE WESTERLY MARGIN OF LORRAINE ROAD TO THE NORTHERLY MARGIN OF HILLCREST ROAD TO AN IRON ROD FOUND; THENCE NORTH 00°13'02" EAST A DISTANCE OF 88.46 TO AN IRON ROD FOUND; THENCE NORTH 89°46'58" WEST A DISTANCE OF 8.9 TO THE POINT OF BEGINNING; THENCE NORTH 89°46'58" WEST A DISTANCE OF 36.1 TO AN IRON ROD; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 435.35 FEET ALONG SAID CURVE HAVING A CHORD DIRECTION OF NORTH 08°53'29" WEST AND A CHORD LENGTH OF 137.84 FEET; THENCE NORTH 18°00'01"

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.

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

YEAS: **ABSTENTIONS:** **ABSENCES:** **NAYS:**

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

MISCELLANEOUS PAYMENT RECPT#: 11472179
CITY OF GULFPORT

GULFPORT, MS 39501

DATE: 09/06/22 TIME: 15:49:04
CLERK: cbrown DEPT:
CUSTOMER#:

COMMENT:

CHG: PZD PLANNING AND ZO 175.00

AMOUNT PAID: 175.00

PAID BY: DONOVAN SCRUGGS
PAYMENT METH: CHECK
 1556

REFERENCE:

AMT TENDERED: 175.00
AMT APPLIED: 175.00
CHANGE: .00

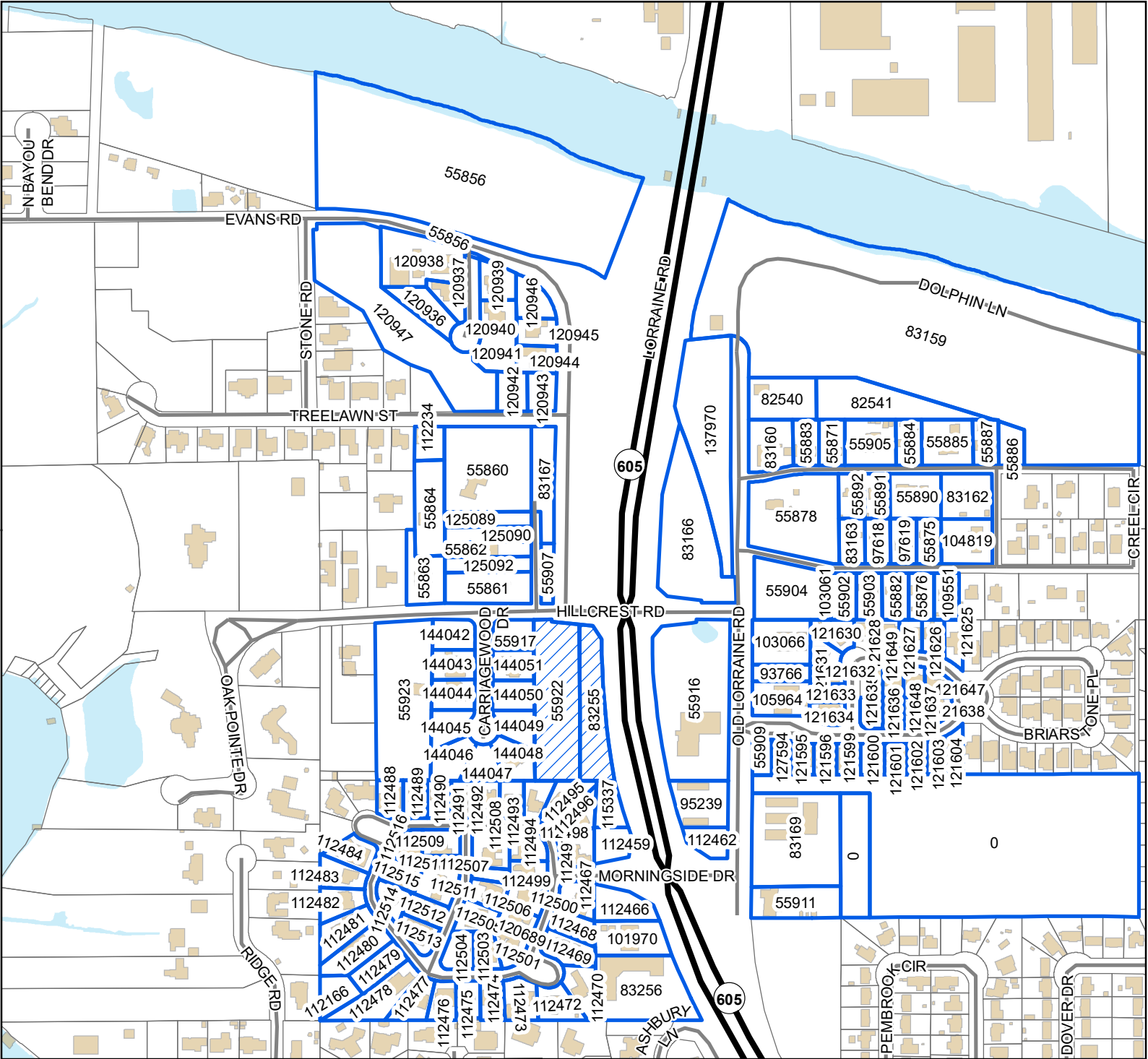
Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	83255	1009M-03-004.000	MYERS SHARON L (OWNER)	142 EDGEWATER DR	BILOXI	MS	39531
	55922	1009M-03-006.000	MYERS SHARON L (OWNER)	142 EDGEWATER DR	BILOXI	MS	39531
			Adjacent Property Owners (2210PC191)				
	105964	1009M-01-001.007	ALCO LLC	9230 OLD LORRAINE ROAD	GULFPORT	MS	39507
	121635	1009M-01-001.048	ALLEN MISSY K	11498 BRIARSTONE PLACE	GULFPORT	MS	39503
	112474	1009M-03-010.024	ASCHENBACH KATHERINE C	11612 STANTON CIR	GULFPORT	MS	39503
	121600	1009M-01-001.011	ATCHINSON WILLIAM BRIAN & SANDRA MO	11497 BRIARSTONE PLACE	GULFPORT	MS	39503
	112484	1009M-03-010.034	BAGWELL DOUGLAS & TAMMY	11536 STANTON CIRCLE	GULFPORT	MS	39503
	83160	1009L-02-004.000	BALL LINA L	9318 OLD LORRAINE RD	GULFPORT	MS	39503
	97619	1009L-02-019.002	BC3 PROPERTIES LLC	7247 LIVE OAK WAY	PASS CHRISTIAN	MS	39571
	55904	1009L-02-033.000	BERGMANN CARY & TELLYE J'ANNA	12541 SOUTH LAKE FOREST DR	GULFPORT	MS	39503
	127594	1009M-01-001.065	BEYERSTEDT MICHAEL D & KELLY D	11489 BRIARSTONE PL	GULFPORT	MS	39503
	144049	1009M-03-007.008	BOX BRADLEY EUGENE & KAILEN NICOLEA	9442 CARRIAGEWOOD DR	GULFPORT	MS	39503
	120943	1009L-03-041.000	BROADUS JENNIFER	9347 EVANS RD	GULFPORT	MS	39503
	120945	1009L-03-043.000	BRUNT DERRY H & BONNIE B	9367 EVANS RD	GULFPORT	MS	39503
	55911	1009M-01-002.000	BUCHANAN CURTIS LEE III	9166 LORRAINE ROAD	GULFPORT	MS	39503
	83166	1009L-03-007.000	BULLDOG ISLAND LLC	806 WASHINGTON AVE	OCEAN SPRINGS	MS	39564
N	137970	1009L-02-001.001	BULLDOG ISLAND LLC	806 WASHINGTON AVE	OCEAN SPRINGS	MS	39564
	55890	1009L-02-015.000	BULLOCK JERRY H & FELICIA S	11167 CREEL CIR	GULFPORT	MS	39503
	97618	1009L-02-019.001	CARROLL REVOCABLE TRUST ANTHONY BRU	2437 TEAL SHORE CT	LEAGUE CITY	TX	77573
	112496	1009M-03-010.046	CENTANNI RICHARD P & HELEN K	11458 STANTON CIR	GULFPORT	MS	39503
	121601	1009M-01-001.012	CHAMBLISS DAVID W & ANGELA R	11499 BRIARSTONE PLACE	GULFPORT	MS	39503
	55882	1009L-02-030.000	CHIVAS JOHN F	11354 CREEL CIRCLE	GULFPORT	MS	39503
	121630	1009M-01-001.043	CHOUINARD PAUL	11561 BRIARSTONE PLACE	GULFPORT	MS	39503
	82541	1009L-02-002.000	CLARK V A	P O BOX 3327	GULFPORT	MS	39505
	112497	1009M-03-010.047	CLEVELAND GAINES H & RACHELLE R	11450 STANTON CIR	GULFPORT	MS	39503
	55861	1009L-03-020.000	COSTON ELIZABETH ANN	11492 HILLCREST RD	GULFPORT	MS	39503
	55878	1009L-02-018.000	CREEL ALFRED C ETAL	9298 LORRAINE RD	GULFPORT	MS	39503
	55907	1009L-03-022.000	CREEL BARNEY M & CYNTHIADORA R	P O BOX 6825	GULFPORT	MS	39506
	125089	1009L-03-021.001	CREEL BARNEY M & CYNTHIADORA R	19536 CHAMPION CR	GULFPORT	MS	39503
N	55862	1009L-03-021.000	CREEL BARNEY M & CYNTHIADORA R	19536 CHAMPION CR	GULFPORT	MS	39503
N	125090	1009L-03-021.002	CREEL BARNEY M & CYNTHIADORA R	19536 CHAMPION CIR	GULFPORT	MS	39503
N	125092	1009L-03-021.003	CREEL BARNEY M & CYNTHIADORA R	19536 CHAMPION CIR	GULFPORT	MS	39503
	112514	1009M-03-010.064	CROAL EDWARD J & LORI M	11555 STANTON CIRCLE	GULFPORT	MS	39503
	121632	1009M-01-001.045	DARBY DEBORAH K & YOUNG ROBERT B	11565 BRIARSTONE PL	GULFPORT	MS	39503
	83162	1009L-02-014.000	DEHM MICHAEL W	11187 CREEL CIR	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	55876	1009L-02-029.000	DEJONG BILL	2781 MARTIN RD	MT VERNON	WA	98273
	120940	1009L-03-038.000	DYAL JONATHAN P & SARA M	9360 OAK ISLAND RD	GULFPORT	MS	39507
	121595	1009M-01-001.008	EDWARDS GEORGE W & DONNA W	11491 BRIARSTONE PLACE	GULFPORT	MS	39503
	120942	1009L-03-040.000	ELLE DEE & ASSOCIATES INC	9612 SOUTH 4TH AVENUE	INGLEWOOD	CA	90305
	112488	1009M-03-010.038	ELY JEREMY & SHELLIE COVINGTON	11510 STANTON CIRCLE	GULFPORT	MS	39503
	112472	1009M-03-010.022	FELLOWS ALFRED W -L/E-	11626 STANTON CIRCLE	GULFPORT	MS	39503
	121638	1009M-01-001.051	FORE CHRISTOPHER	11504 BRIARSTONE PL	GULFPORT	MS	39503
	55886	1009L-02-011.000	FORE TRUDY DIANE ETAL	12146 DEDEAUX RD	GULFPORT	MS	39503
	112509	1009M-03-010.059	GAINNEY STEPHEN M & JULIE P	9189 ASHBURN LANE	GULFPORT	MS	39503
	112510	1009M-03-010.060	GAINNEY STEPHEN M & JULIE P	9189 ASHBURN LANE	GULFPORT	MS	39503
	55891	1009L-02-016.000	GARNER JUDY L	11157 CREEL CIR	GULFPORT	MS	39507
	121626	1009M-01-001.039	GODARD CATHY ANN OSER & RUSSELL K	11553 BRAIRSTONE PLACE	GULFPORT	MS	39503
	112511	1009M-03-010.061	GRAHAM JOHN & NICOLE	9169 ASHBURN LANE	GULFPORT	MS	39503
	55884	1009L-02-008.000	GREER DERONDA L	11164 CREEL CIRLCE	GULFPORT	MS	39503
	104819	1009L-02-014.001	GRISWOLD SUSAN	P O BOX 8051	GULFPORT	MS	39506
	112482	1009M-03-010.032	GUILD TAYLOR III & SANDY L	11550 STANTON CIRCLE	GULFPORT	MS	39507
	55909	1009M-01-001.000	HAARALA ZACHARY R & KELSEY M	11485 BRIARSTONE PL	GULFPORT	MS	39503
	112490	1009M-03-010.040	HAGE LAURENCE M & JESICA	11500 STANTON CIR	GULFPORT	MS	39503
	144046	1009M-03-007.005	HAGE LAURENCE M & JESICA	11500 STANTON CIRCLE	GULFPORT	MS	39503
	112494	1009M-03-010.044	HAGE PHILIP J JR & JENNIFER K	P O BOX 6725	GULFPORT	MS	39506
	112481	1009M-03-010.031	HAMMONS TIFFANY COOPER & DAVID W	11560 STANTON CIRCLE	GULFPORT	MS	39503
	112468	1009M-03-010.018	HANCOCK DOUGLAS A & TIFFANY R	11650 STANTON CIRCLE	GULFPORT	MS	39503
	112491	1009M-03-010.041	HARRIS TYLER A & AMANDA LEBLANC	11490 STANTON CIR	GULFPORT	MS	39503
	112469	1009M-03-010.019	HARRISON CECIL P III	11644 STANTON CIR	GULFPORT	MS	39503
	55856	1009L-03-001.000	HARRISON CO DEV COMM	P O BOX 1870	GULFPORT	MS	39502
	83159	1009L-02-001.000	HARRISON CO DEV COMM	12281 INTRAPLEX PARKWAY	GULFPORT	MS	39503
N	103061	1009L-02-033.002	HARRISON CO WASTEWATER MGMT				0
	144051	1009M-03-007.010	HATFIELD BARBARA	9452 CARRIAGEWOOD DR	GULFPORT	MS	39507
	121649	1009M-01-001.062	HEALY ALYSSIA S	13105 WOODRIDGE COURT	GULFPORT	MS	39503
	121631	1009M-01-001.044	HIGHTOWER KARL C & JESSICA M	11563 BRIARSTONE PLACE	GULFPORT	MS	39503
	95239	1009M-03-010.002	HILLCREST MINI STORAGE LLC	831 E SCENIC DR	PASS CHRISTIAN	MS	39571
N	83169	1009M-01-001.001	HILLCREST MINI STORAGE LLC	831 E SCENIC DR	PASS CHRISTIAN	MS	39571
	112483	1009M-03-010.033	HINES TERRY M & WATSON CARRIE R	11544 STANTON CIR	GULFPORT	MS	39507
	112506	1009M-03-010.056	HINTON RENE D & LORENZO A	9166 ASHBURN LANE	GULFPORT	MS	39503
N	112507	1009M-03-010.057	HINTON RENE D & LORENZO A	9166 ASHBURN LANE	GULFPORT	MS	39503
	112492	1009M-03-010.042	HOLDER JONATHAN B & NICOLE MIKETINA	114800 STANTON CIR	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	112500	1009M-03-010.050	HOLLEMAN HOLLIS TAYLOR & LUCY J	11655 STANTON CIR	GULFPORT	MS	39503
	120936	1009L-03-034.000	HUGHES BEN & MICHELE	9371 OAK ISLAND	GULFPORT	MS	39503
N	120938	1009L-03-036.000	HUGHES BEN & MICHELE	9371 OAK ISLAND RD	GULFPORT	MS	39503
	103066	1009M-01-001.006	ISLAND GARDEN SHOP LLC	9244 OLD LORRAINE RD	GULFPORT	MS	39503
	112512	1009M-03-010.062	JACOBS COURTNEY & BRYAN	9163 ASHBURN LANE	GULFPORT	MS	39503
	121636	1009M-01-001.049	KAJDAN MARY REBECCA KREMER	11500 BRIARSTONE PLACE	GULFPORT	MS	39503
	120937	1009L-03-035.000	KALIL HARVEY H JR & JENNIFER D	9361 OAK ISLAND ROAD 7055	GULFPORT	MS	39503
	112501	1009M-03-010.051	KARETAS JOHN A & CARA M	24 BAYOU VIEW DR	GULFPORT	MS	39507
	112493	1009M-03-010.043	KARETAS JOHN ALEX & CARA M	11474 STANTON CIRCLE	GULFPORT	MS	39503
	83256	1009M-03-010.001	KAT5 LLC	9153 LORRAINE RD	GULFPORT	MS	39503
	55883	1009L-02-005.000	KEWLEY CHARLES W	11134 CREEL CIR	GULFPORT	MS	39503
	121602	1009M-01-001.013	KILPATRICK STEPHANIE G	11501 BRIARSTONE PLACE	GULFPORT	MS	39503
	121634	1009M-01-001.047	KIRKLIN LISA K & DWIGHT D	11569 BRIARSTONE PLACE	GULFPORT	MS	39503
	112508	1009M-03-010.058	KNOX WILLIAM III & SHELLEY R	9188 ASHBURN LN	GULFPORT	MS	39503
	112477	1009M-03-010.027	KOTSAKOS WENDY A & JOHN D	11586 STANTON CIR	GULFPORT	MS	39503
	121648	1009M-01-001.061	LADNER ASHLEE	11556 BRIARSTONE PLACE	GULFPORT	MS	39503
	121627	1009M-01-001.040	LADNER MICHAEL K	11555 BRIARSTONE PLACE	GULFPORT	MS	39503
	121637	1009M-01-001.050	LE HUNG MINH & LAN T	8390 HWY 90	GULFPORT	MS	39501
	55916	1009M-03-001.000	LECA DEVELOPMENT LLC	9231 LORRAINE RD	GULFPORT	MS	39503
	120689	1009M-03-010.070	LEE KELLY A & DEANN FONTENOT	11645 STANTON CIR	GULFPORT	MS	39503
	120939	1009L-03-037.000	MAGEE LINDA K & WILLIAM D	9370 OAK ISLAND RD	GULFPORT	MS	39503
	112479	1009M-03-010.029	MARQUEZ JOHN T JR	11570 STANTON CIR	GULFPORT	MS	39503
	112475	1009M-03-010.025	MARSHALL BARRY & BARBARA	11600 STANTON CIR	GULFPORT	MS	39503
	112516	1009M-03-010.066	MASSEY JUSTIN C & HELEN ELIZABETH P	11501 BRIARSTONE PLACE	GULFPORT	MS	39503
	112504	1009M-03-010.054	MAXWELL RYBON R & GINGER A	11595 STANTON CIRCLE	GULFPORT	MS	39503
	112166	1009M-03-010.008	MCCRARY MARGARET O & R BRYANT	9150 RIDGE RD	GULFPORT	MS	39503
	120941	1009L-03-039.000	MCDANIEL MARK H	28 SHORELINE LANE	GULFPORT	MS	39503
	144042	1009M-03-007.001	MCGUIRE DALTON D JR	9447 CARRIAGE WOOD DR	GULFPORT	MS	39503
N	144044	1009M-03-007.003	MCGUIRE DALTON D JR	9447 CARRIAGE WOOD DR	GULFPORT	MS	39503
N	144045	1009M-03-007.004	MCGUIRE DALTON D JR	9447 CARRIAGE WOOD DR	GULFPORT	MS	39503
N	144050	1009M-03-007.009	MCGUIRE DALTON D JR	9447 CARRIAGE WOOD DR	GULFPORT	MS	39503
	55917	1009M-03-007.000	MCNAIR MARY L	9458 CARRIAGEWOOD DR	GULFPORT	MS	39503
	55923	1009M-03-008.000	MERIWETHER JOHN F	11511 HILLCREST RD	GULFPORT	MS	39503
	112459	1009M-03-010.009	MISS DEPT OF TRANSPORTATION C/O RIGHT P O BOX 1850		JACKSON	MS	39215
N	112462	1009M-03-010.012	MISS DEPT OF TRANSPORTATION C/O RIGHT P O BOX 1850		JACKSON	MS	39215
N	112466	1009M-03-010.016	MISS DEPT OF TRANSPORTATION C/O RIGHT P O BOX 1850		JACKSON	MS	39215

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	121596	1009M-01-001.009	MUNN STUART TAYLOR & CHAILLE CLEMEN	11493 BRIARSTONE PLACE	GULFPORT	MS	39503
	121633	1009M-01-001.046	NEZAT DAVID ALAN & TONI O	11567 BRIARSTONE PLACE	GULFPORT	MS	39503
	144048	1009M-03-007.007	NGUYEN HALELA & TOM GUTIERREZ	9438 CARRIAGEWOOD DR	GULFPORT	MS	39503
	82540	1009L-02-003.000	NORTON MARIA E & JAMES H	9332 OLD LORRAINE RD	GULFPORT	MS	39503
	121628	1009M-01-001.041	O'NEILL COLIN W & LINDY C	11557 BRAIRSTONE PLACE	GULFPORT	MS	39503
	112234	1009L-03-024.000	ORMES GIFFORD W	11509 TREELAWN RD	GULFPORT	MS	39503
	112513	1009M-03-010.063	OWEN MITCHELL L	9155 ASHBURN LANE	GULFPORT	MS	39503
	120947	1009L-03-045.000	PALAZZO MURIEL MCCARTY	11530 TREELAWN ST	GULFPORT	MS	39503
	112467	1009M-03-010.017	PEIXOTO MANNY D	11662 STANTON CIRCLE	GULFPORT	MS	39503
	55860	1009L-03-010.000	PEMBERTON GARLON	P O BOX 2965	GULFPORT	MS	39505
	83167	1009L-03-009.000	PEMBERTON GARLON A JR	9591 SOUTH BAYOU BEND DR	GULFPORT	MS	39503
	120944	1009L-03-042.000	PERRY DAVID JAMES & ASHLEY NICOLE	9359 EVANS ROAD	GULFPORT	MS	39507
	112505	1009M-03-010.055	PHILLIPS JOY L & FRANK W	9164 ASHBURN LN	GULFPORT	MS	39503
	112480	1009M-03-010.030	PLATT JOSHUA P & KATHRYN BREARD	11564 STANTON CIRCLE	GULFPORT	MS	39503
	121599	1009M-01-001.010	PURVIS CHERRY L DARLENE	11495 BRIARSTONE PLACE	GULFPORT	MS	39503
	144047	1009M-03-007.006	RAY EVA	9433 CARRIAGEWOOD DR	GULFPORT	MS	39503
	55864	1009L-03-018.000	ROBICHEAUX BOBBIE R	11508 HILLCREST RD	GULFPORT	MS	39503
	55863	1009L-03-019.000	ROBICHEAUX LAUREN B & JOHN	11504 HILLCREST RD	GULFPORT	MS	39503
	112515	1009M-03-010.065	RODGERS EDWARD J & PAMELA J	11539 STANTON CIR	GULFPORT	MS	39503
	83163	1009L-02-019.000	RUCKMAN ROCKY	11367 CREEL CIR	GULFPORT	MS	39503
	55902	1009L-02-032.000	RUCKMAN ROCKY FRED	11367 CREEL CIR	GULFPORT	MS	39503
	55905	1009L-02-007.000	RUSSELL KIM D	11154 CREEL CIR	GULFPORT	MS	39503
	112503	1009M-03-010.053	SAMS WILLIAM C III	P O BOX 148	GULFPORT	MS	39502
	101970	1009M-03-010.005	SAV-A-LIFE OF MISS GULF COAST	9155 LORRAINE RD	GULFPORT	MS	39503
	112473	1009M-03-010.023	SCHLOEGEL JENNIFER T	11618 STATNTON CIR	GULFPORT	MS	39503
	144043	1009M-03-007.002	SIMPSON JACLYN H & ROBERT R III	9453 CARRIAGEWOOD DR	GULFPORT	MS	39503
	112495	1009M-03-010.045	SLIMAN RICHARD W & CATHERINE G	11460 STANTON CIRCLE	GULFPORT	MS	39503
	55903	1009L-02-031.000	SULLIVAN MARK K & PAMELA D	11358 CREEL CIRCLE	GULFPORT	MS	39503
	121603	1009M-01-001.014	SURGINER SUGAR	11503 BRIARSTONE PL	GULFPORT	MS	39503
	112476	1009M-03-010.026	SUTTON ROBERT L III & CHRISTIE B	11590 STANTON CIRCLE	GULFPORT	MS	39503
	55871	1009L-02-006.000	SWAREK THOMAS L	1261 PASS ROAD	GULFPORT	MS	39501
	55892	1009L-02-017.000	THOMPSON ELIZABETH LEE -EST-	11167 CREEL CIR	GULFPORT	MS	39503
	115337	1009M-03-010.069	TLC PROPERTIES INC	10571 OUTDOOR WAY	GULFPORT	MS	39503
	55885	1009L-02-009.000	TRAN MINH & HUNG VAN TRAN	4825 KEYWOOD LANE	SANTA ANA	CA	92703
	112470	1009M-03-010.020	VARNEY JONATHAN R & BRITTANY J	11638 STANTON CIRCLE	GULFPORT	MS	39503
	112498	1009M-03-010.048	VASQUEZ ALEX WADE & MARGOT DANE	11461 STANTON PL	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	121647	1009M-01-001.060	VYVERBERG JAMES R & MARILYNN	11554 BRIARSTONE PL	GULFPORT	MS	39503
	93766	1009M-01-001.005	W C FORE TRUCKING CO INC	14270 CREOSOTE RD	GULFPORT	MS	39503
	121604	1009M-01-001.015	WARREN SHIRLE J	11505 BRIARSTONE PLACE	GULFPORT	MS	39503
	112478	1009M-03-010.028	WEITZEL RANDALL J & DEBRA S-TRUSTEE	11578 STANTON CIR	GULFPORT	MS	39503
	121625	1009M-01-001.038	WERT BRYCE C & KAMI G	11551 BRIARSTONE PLACE	GULFPORT	MS	39503
	112489	1009M-03-010.039	WHITE JANNA M	11502 STANTON CIRCLE	GULFPORT	MS	39503
	109551	1009L-02-029.001	WILLIAMS MAURICE D	11338 CREEL CIR	GULFPORT	MS	39503
	112499	1009M-03-010.049	WOLFSON ERIC H	11445 STANTON CIRCLE	GULFPORT	MS	39503
	55887	1009L-02-010.000	WOODS CHADE & HUDSON CASSIE	11180 CREEL CIR	GULFPORT	MS	39503
	55875	1009L-02-020.000	WRIGHT JERRY A	11337 CREEL CIR	GULFPORT	MS	39503
	120946	1009L-03-044.000	ZAHEDI AARON	P O BOX 7182	GULFPORT	MS	39506



Legend

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

0 75 150 225
Yards

1 inch = 460 feet



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

D. J.

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:****IPL0093233****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

59.40

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**

October 6, 2022 11:35:41 AM EDT

Amount:

59.40

SCHEDULE FOR AD NUMBER IPL00932330

October 12, 2022

SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00932330**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 PM., Thursday, October 27, 2022 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Zoning Map Amendment 2209PC151, by owners Kenneth & Sherry Simmons, tax parcels 0910N-01-007.000, request to rezone from B-2 (General business) to R-B (Residence business) Ward 4

Resubdivision 2209PC175, by owner Steven Austin, tax parcel 0810N-02-023.000, Divide into two new parcels, 2006 30th Street, Zoned B-2 (General business), Ward 3

Zoning Map Amendment 2204PC077, by owner Gulf Coast Shipyard Realty, LLC, tax parcel 0909F-01-001.002, Request to rezone from I-2 (Heavy Industry) to I-3 (Planned industrial park), 13085 Seaway Rd, Ward 5

Planning Commission Approval 2210PC178, by agent John Dixon, tax parcel 0808L-02-017.000, Request approval to allow a medical dispensary use, 11370 HWY 49 Suite G, Zoned B-4 (Highway business), Ward 7

Zoning Map Amendment 2210PC181, by agent Derek Bjornstad, tax parcel 0711K-03-002.000, Request to rezone property from R-1-7.5 (Single-family) to R-2 (Single-family), 4707 Old Pass Rd, Zoned R-1-7.5 (Single-family), Ward 1

Zoning Text Amendment 2210PC184, by CRC Westside, amends the SmartCode Zoning Ordinance, as amended, Section 1.8.1 Damage Due to Emergency Conditions, Section 4.11.1 Damage Due to Emergency Conditions, and Section 5.12.1 Damage Due to Emergency Conditions.

Planning Commission Approval 2210PC185, by agent Stacy Craig, tax parcel 1007M-01-072.000, Request home occupation for a handyman, 13204 Curtis St, Zoned R-E (Residence estate), Ward 6

Zoning Map Amendment 2210PC186, by agent Ashleigh M. Vignes, tax parcel 0908M-01-010.000, Request to rezone from R-1-10 (Single-family) to B-1 (Neighborhood business), 13499 Dedeaux Rd, Ward 5

Special Exception 2210SE188, by agent Frankie Jackson, tax parcel 0809E-02-004.000, Requests a tattoo parlor use, 10000 Factory Shops Blvd, Suite 235, Zone B-4 (Highway business), Ward 3

Planning Commission Approval 2210PC190, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive body repair, 2601 15th Ave, Zoned B-2 (General business), Ward 3

Zoning Map Amendment 2210PC191, by agent Donovan Scruggs, tax parcels 1009M-03-006.000 & 1009M-03-004.000, Requests to rezone property from R-1-7.5 (Single-family) to B-1 (Neighborhood business), 11451 and 11463 Hillcrest Rd, Ward 4

Zoning Map Amendment 2210PC192, by agent Schwartz, Orgler & Jordan, PLLC, tax parcels 1010E-02-008.000 & 1010E-02-008.001, Requests to rezone property from T3 (Sub-Urban Zone) to T4+ (General Urban Zone "Plus"), 1285 Spring St, Ward 4

This the 5th day of October, 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: October 27, 2022

Re: **Zoning Map Amendment 2210PC191:**

Zoning Map Amendment 2210PC191, by agent Donovan Scruggs, tax parcels 1009M-03-006.000 & 1009M-03-004.000, Requests to rezone property from R-1-7.5 (Single-family) to B-1 (Neighborhood business), 11451 and 11463 Hillcrest Rd, Ward 4

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2210PC191

Hearing Date: October 27, 2022

Current Zoning/Use: R-1-7.5 / Vacant

Legal: Zoning Map Amendment 2210PC191, by agent Donovan Scruggs, tax parcels 1009M-03-006.000 & 1009M-03-004.000, Requests to rezone property from R-1-7.5 (Single-family) to B-1 (Neighborhood business), 11451 and 11463 Hillcrest Rd, Ward 4

TECHNICAL DETAILS

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

When requesting rezoning of real property, **an applicant must prove, by clear and convincing evidence**, one of the following:

1. That there was a mistake in the original zoning, or
2. That the character of the neighborhood has changed to such an extent as to justify reclassification, **and** that there was a public need for rezoning.

The applicant is requesting to rezone approximately 2.8 acres of vacant, residentially zoned property from R-1-7.5 (Single-family) to a B-1 (Neighborhood business) zone. This property fronts the Lorraine Road (Highway 605) corridor in The Island Neighborhood, which has seen several contentious zoning changes over the last several years.

While the request is for B-1 zone, the Planning Commission could consider lesser zones. The lesser zones of a commercial nature, for which this property would qualify, include R-B (Residence-business) and R-O (Residence-office).

According to the City's 2002 Comprehensive Plan, some limited commercial activity was shown in the area. The future land use of a neighborhood business is shown for these properties when overlaying the future land use plan to the current city geography (see attached map).

This will mark the third time this property has come up for rezoning. Cases 1904PC035 and 2011PC150 never saw approval.



Technical Report

Zoning Map Amendment

A development schedule provided by the applicant expects a preliminary design to be provided to the city within 6-12 months of an approved zoning change.

The applicant has chosen change in character and public need as the justification for change of the current zoning district:

1. Mistake or error is not addressed by the applicant.
2. The applicant addresses Character of the Neighborhood changing through maps and dates of all zoning changes on the corridor. Descriptions of public need rare provided and include statements about vacancy rates in the surrounding area.

EXECUTIVE SUMMARY

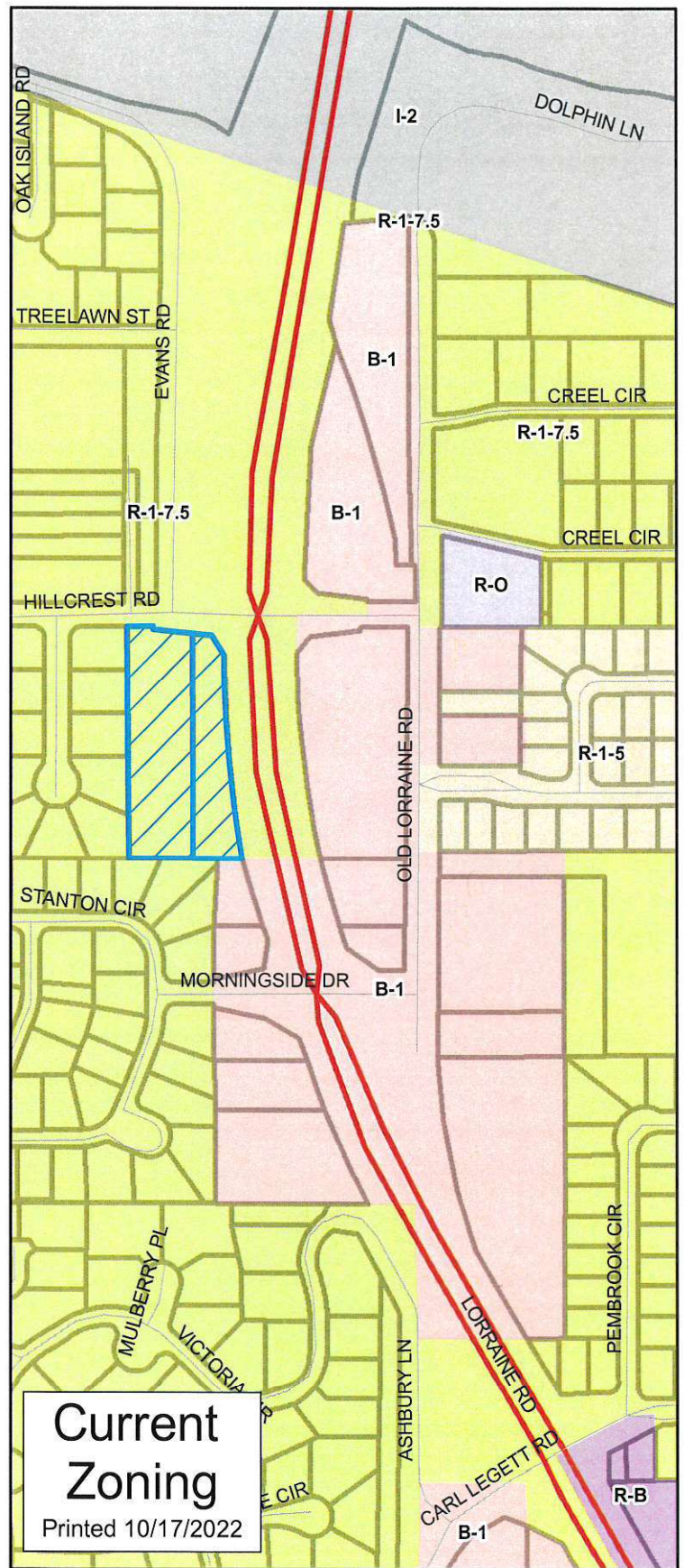
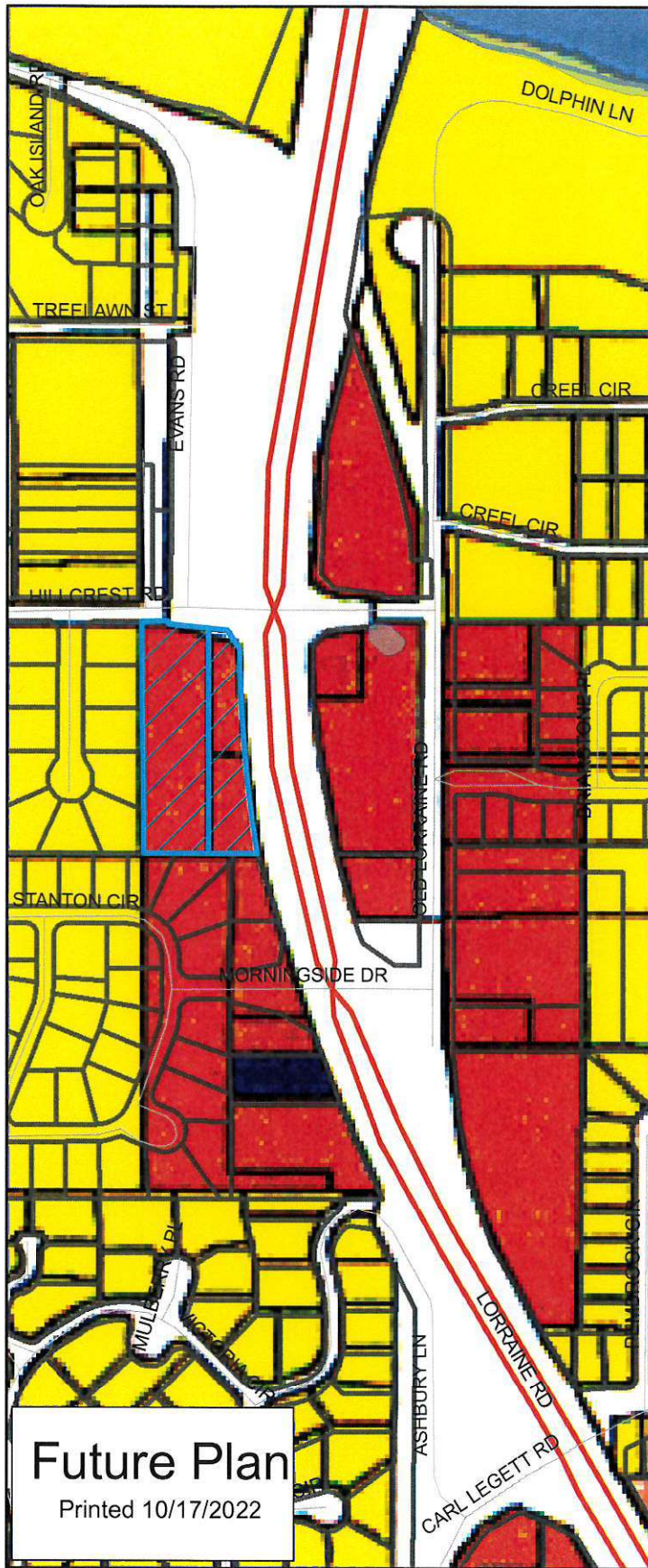
The City's Comprehensive Plan indicated this property was intended to become neighborhood commercial. According to the comprehensive plan's definitions, a neighborhood commercial classification is intended "accommodate service oriented businesses" that "satisfy the daily household needs of the surrounding neighborhoods."

DIRECTOR APPROVAL

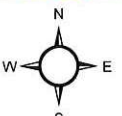
This report has been reviewed and approved by:

Greg Pietrangelo
Director of Urban Development Department





-  Parcels selection
-  Principal Arterial
-  Minor/Residential
-  Water Features
-  Parcels



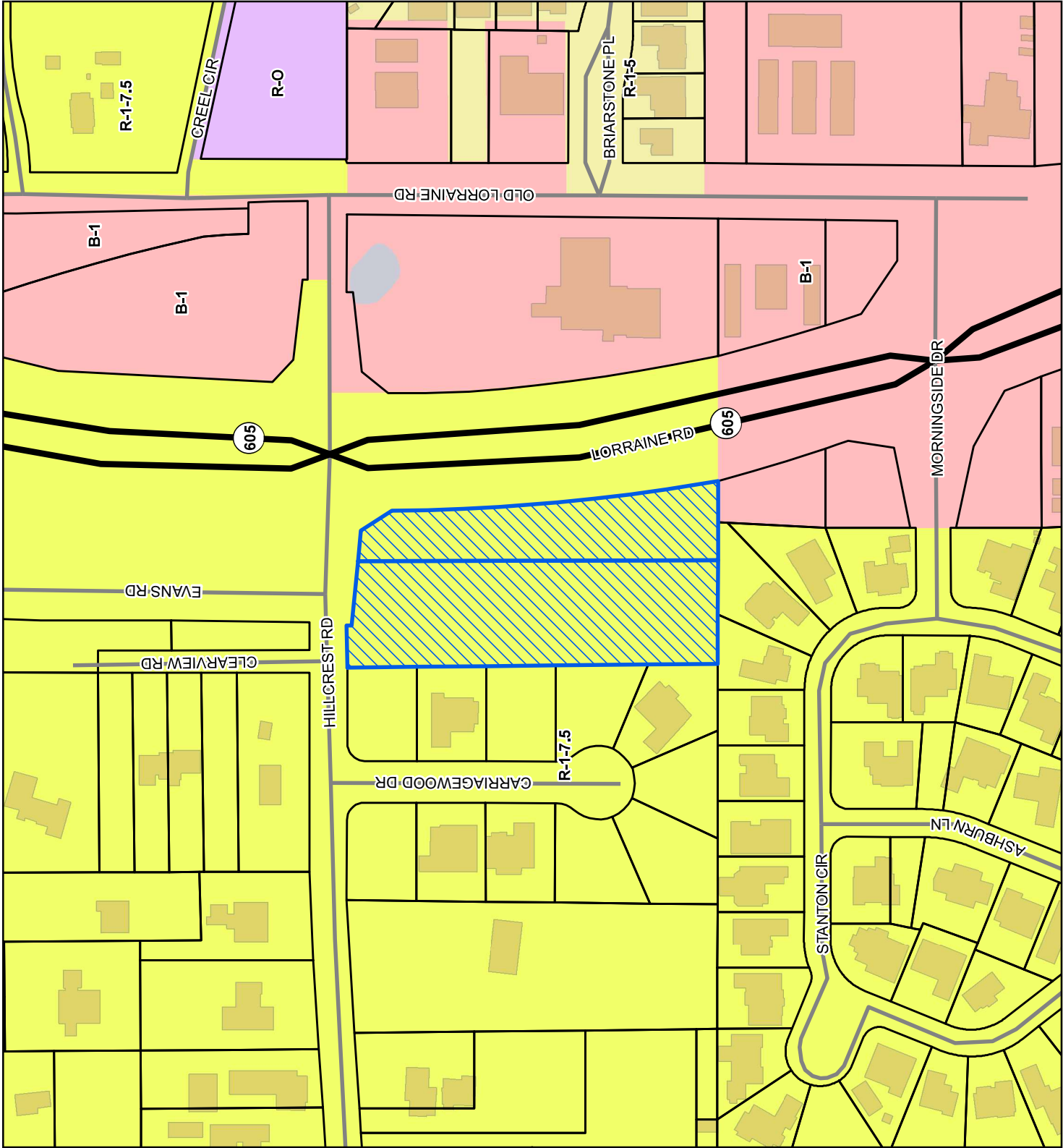
1 inch = 400 feet

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

LEGEND

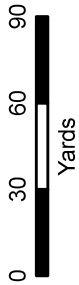
GULFPORT FUTURE LAND USE

	CONSERVATION, AGRICULTURE, FORESTRY & FISHERIES
	LOW DENSITY ESTATE RESIDENTIAL
	SUBURBAN MODERATE DENSITY RESIDENTIAL
	URBAN MEDIUM DENSITY RESIDENTIAL
	URBAN MEDIUM DENSITY RESIDENTIAL
	TWO -FOUR UNIT RESIDENTIAL
	GENERAL RESIDENTIAL
	RESORTS, HOTELS, MOTELS, RV CAMPGROUNDS
	CENTRAL BUSINESS DISTRICT
	HIGHWAY COMMERCIAL
	GENERAL COMMERCIAL
	NEIGHBORHOOD COMMERCIAL
	LOW INTENSITY COMMERCIAL
	HEAVY INDUSTRY
	PLANNED INDUSTRIAL PARKS
	LIGHT INDUSTRY - DISTRIBUTION
	TRANSPORTATION, UTILITIES & COMMUNICATIONS
	REGIONAL AIRPORT
	PORT OF GULFPORT
	RAILROAD
	PUBLIC (GOVERNMENT)
	MILITARY
	MEDICAL FACILITIES
	EDUCATIONAL FACILITIES
	RELIGIOUS INSTITUTIONS
	CIVIC, SOCIAL & FRATERNAL ORGANIZATIONS
	IMPROVED PARKS
	NATURAL PARK
	GOLF COURSE
	PUBLIC ASSEMBLY
	CEMETARY
	WATER
	BEACH



- Site**
- US or State Highway
 - Street
 - Parcels
 - Buildings
 - Water Features
- Zoning**
- B-1 - Neighborhood Business District
 - R-1-5 - Single Family Residence District (Medium Density)
 - R-1-7.5 - Single Family Residence District (Low Density)
 - R-O - Residence-Office

Site Information
1009M-03-006.000
1009M-03-004.000
Zoning: R-1-7.5 (Single-family residence)
Size: 2.82 Acres
Flood: X



1 inch = 200 feet



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



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

For Staff Use Only

Case File #: 22 10 PC 191

Date Received: _____

Receipt #: _____

Received By: _____

Zoning: R-1-7.5Ward: 4 Flood: XSize: 2.82 acres

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

Property Information

TAX PARCEL #	1	0	0	9	M	-	0	3	-	0	0	6	●	0	0	0
	1	0	0	9	M	-	0	3	-	0	0	4	●	0	0	0
						-			-				●			

(If necessary, use separate sheet of paper)

Address of Property Involved: 11451 and 11463 HILLCREST RDLot(s) NA, Block(s) NA, Subdivision NASW corner of Hillcrest Road and Cowan Lorraine Road

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

Request to rezone property along Cowan Lorraine Road from single family residential (R-1-7.5) to Neighborhood Business (B-1)

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

Sharon L. Myers

Printed Name Of Owner

142 Edgewater Drive

Mailing Address

Biloxi MS 39531

City

State

Zip code

228-697-5616

Home Phone

Work/Cell Phone

In2tenis@gmail.com

Email

Sharon L Myers

Signature Of Owner

Donovan Scruggs AGENT

Printed Name Of Agent

317 Pine Drive

Mailing Address

Ocean Springs MS 39564

City

State

Zip code

228-348-1315

Home Phone

Work/Cell Phone

donovan@scruggsplanning.com

Email

Donovan Scruggs

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.

September 1, 2022

Mr. Greg Holmes
Planning Administrator
City of Gulfport
1410 24th Avenue
Gulfport, MS 39501

RE: Authorization to Represent for Rezoning of Property and Related Matters
For Parcels Along West Side of Cowan Lorraine Road
PIDNs: 1009M-03-006.000 (W. parcel) and 1009M-03-004.000 (E. parcel)

Dear Mr. Holmes:

Please accept this letter as authorization for the following:

Donovan Scruggs, Donovan Scruggs Town Planning and Consulting; and

Virgil Gillespie, Gillespie Law Firm

to represent my interest for land use, rezoning, and similar matters for two parcels of land located along the west side of Cowan Lorraine Road and south of Hillcrest Road as identified above.

Please accept applications, documents and other representations by Donovan Scruggs and Virgil Gillespie, submitted and provided on my behalf, that relate to this property.

Sincerely,

Sharon L Myers
Sharon Myers

Sharon L Myers

Notary:

[Signature]



September 6, 2022



Mr. Greg Holmes
Planning Administrator
City of Gulfport
1410 24th Avenue
Gulfport, MS 39501

RE: Additional information For Rezoning Application
For Parcels Along West Side of Lorraine Road
PIDNs: 1009M-03-006.000 (W. parcel) and 1009M-03-004.000 (E. parcel)

Dear Mr. Holmes:

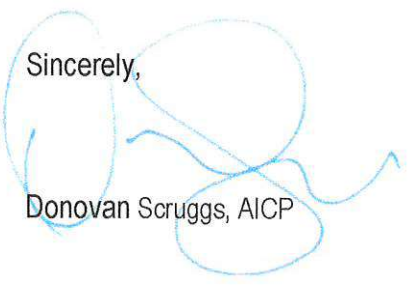
Sharon Myers has submitted an application for a rezoning for property located along the south side of Hillcrest Road and west of Lorraine Road. She is working with Bobby Heinrich to develop plans for the site. Upon approval of the rezoning, it is her intent to complete the design and start construction within 6 to 12 months.

The requested rezoning is compatible with surrounding properties, and the amendment will have no negative impacts. This request is similar to other rezonings along the corridor.

The request for the rezoning is based on the lack of similarly zoned properties in the area that are available for development.

If you have any questions or need additional information, feel free to contact me.

Sincerely,



Donovan Scruggs, AICP

**Request for a
Zoning Amendment for Properties Located at
Along West Side of Highway 605 and South of Hillcrest Road**

Prepared by: S. Donovan Scruggs, AICP
Date: September 6, 2022

Sharon Myers is submitting an application to rezone two parcels of land situated along the west side of Highway 605/Lorraine Road and south of Hillcrest Road. The applicant is requesting a zoning change from Single Family Residential-Low Density (R-1-7.5) to Neighborhood Business District (B-1). Over the past 20 years, and recently at a more rapid rate, this corridor has developed into a strong commercial corridor with new developments that have been exclusively commercial and mixed use. The subject property is adjacent to Lorraine Road. Since the reconfiguration of the corridor in approximately 2003, no single-family home has been constructed adjacent to the roadway, and there is not a single example of a single-family residentially zoned property being developed adjacent to the corridor since its reconfiguration. With approximately 34,000 vehicles traveling the corridor daily, it is not well suited for single-family residential development. With other properties, the City of Gulfport has provided commercial rezonings along Lorraine Road using B-1 (Neighborhood Business) and R-B (Residence-business) Districts. These districts were specifically designed to be compatible with the adjacent or surrounding residential areas. All new construction adjacent to the corridor has been commercial or mixed use buildings. This construction has occurred exclusively within Neighborhood Business (B-1) and Residence Business (R-B) Districts with no development occurring within residentially zoned areas along the corridor. This has been encouraged by numerous rezonings of residential properties to commercial designations.

Change in Neighborhood Character.

The request for a B-1 District is consistent with the zoning and uses along the corridor. This B-1 designation is the zoning of the adjacent parcel along the corridor to the south and the parcels directly across the street from the subject site. There are no parcels immediately north of the site along Lorraine Road except for the industrial areas adjacent to the industrial canal. The right of way of Evans Road runs parallel to Highway 605 in this area and serves as a local street for a residential area. There is a small sliver of undevelopable property located between Evans Road and east of Crestview Road, but this area is separated from the Lorraine Road right of way by Evans Roads.

Since the improvements to the corridor in approximately 2003, the growth along the roadway has been exclusively commercial and mixed use. Numerous rezonings have occurred along the corridor citing a change in neighborhood character and public need for the rezoning. The properties immediately south and east of the site are part of a business district that existed prior to the reconfiguration of the highway. This district extends southward to West Taylor Road (identified to the right as Established Business District). In February 2021, the City of Gulfport approved the most recent rezoning located along the north side of Hillcrest and on the east side of Lorraine road (identified as "REZONE 2/2021" on following page).

Over the past twenty years, there have been eight (8) rezonings along the corridor. At present, there are approximately 42 properties that are adjacent to the Lorraine Road right of way and located on "The Island" (between the Harrison County Industrial Canal and Benard Bayou). Of these, 33 are currently zoned B-1 (20) or R-B (13). Two properties are designated as an industrial district. In total 35 of 42 properties adjacent to the right of way are zoned commercial or industrial.

Two of the residential properties include a church (St. Mark Episcopal) and a cemetery. One parcel is approximately 4500 square feet and represents a remnant of the corridor expansion. It is undevelopable as a 'stand-alone' parcel. This totals 3 of the 7 residential properties are institutional or non-developable.

Of the remaining 4 residentially zoned parcels, one home was constructed in 1971 (located north of Brentwood Drive) and the other residential property was constructed in approximately 1850 according to GIS information. This parcel uses another residential parcel as access. Of the 42 properties along the corridor, only two single-family residential uses exist, and these were constructed over 50 ago and 150 years ago. No residential new construction has occurred along the roadway in more than 50 years.

The final remaining residential property along the corridor is the Myer property. Unlike the other residential parcels, this site is not developed, and it is developable. It is the only vacant residential site that can be developed on the corridor, but is burdened with a residential designation. *If the zoning is not changed, this will require the construction of a new home (the first in over 50 years) adjacent to a 4-lane primary arterial that is commercial in nature. All requests for rezonings for other properties (with the exception of the Floral Hills Memorial Gardens cemetery) have been approved by the City of Gulfport.*

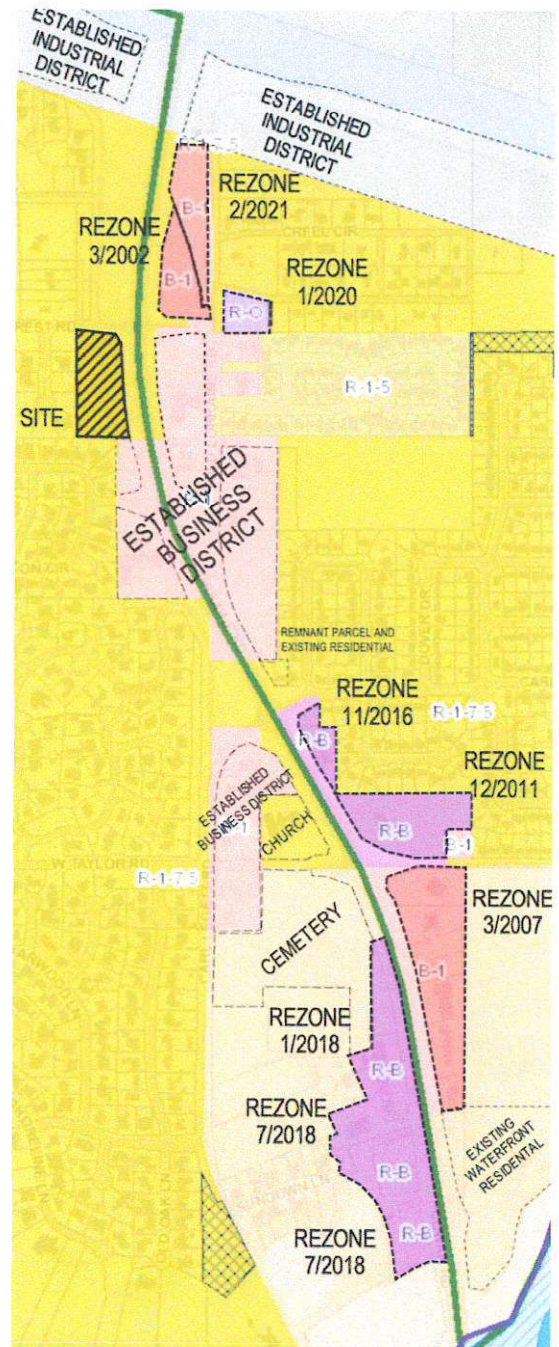
History of Rezonings.

The initial rezoning occurred along the corridor in 2002 on the site north of Hillcrest Road and on the east side of Lorraine Road. This property is immediately northeast of the subject site. The property was rezoned from R-1-7.5 to B-1, but the site remained undeveloped for several years.

In 2007, the site located south of East Taylor Road was developed by Rick Marshall after it was rezoned from R-2 (Single-family residence districts—medium density) to B-1 (Neighborhood Business district). This site was recently 'built-out' and includes a mix of medical and dental clinics/offices and retail spaces. The site is fully occupied with no vacancies.

In 2011, the parcel north of East Taylor along the east side of Lorraine Road was rezoned. The Coastal ENT (Ears, Nose, and Throat) Clinic was constructed on the site. In 2016 the property immediately north of this site was rezoned, and the Beach View Family Dental clinic was constructed with additional commercial spaces. Both of these parcels were rezoned from R-1-7.5 to R-B and developed. The properties are adjacent to single-family residential areas. All units within these commercial developments are fully occupied.

In 2018 properties along the west side of Lorraine Road and south of West Taylor Road were rezoned from R-2 to R-B. This included three separate rezonings, and the area has developed with a mix of restaurants, offices, retail, and upper floor residential units. Areas that are 'off the corridor' were established for a small single-family residential neighborhood. This 'tiered' approach is consistent with the existing character of the corridor



that includes commercial activities immediately adjacent to the roadway and residential areas behind these compatible commercial area. The R-B and B-1 Districts were designed to be located adjacent to or surrounded by residential area are should not be considered incompatible districts. More intense districts such as B-2 (General Business District), B-3 (Central Business District), and B-5 (Highway Business District) would be inappropriate for this corridor due to the proximity to residential areas..

The most recent rezoning occurred immediately east of the site and north of Hillcrest. A parcel was rezoned from R-1-7.5 to B-1. This rezoning of property prompted the on-going construction of a commercial building on this site.

While other rezonings within an area represent evidence of change, other items should include physical changes that have occurred. As evidenced by the recent construction of the Pilger building, there is on-going change in this area.

Similarly, the area south of Hillcrest was developed in 2018 by the Hillcrest Dental Group for the establishment of a new dental clinic. Farther south, Negrotto's Frame and Art constructed a new commercial building in 2018. These properties were zoned B-1 before the roadway was reconfigured, but the construction of these commercial buildings signaled a change in character within the immediate area.

To the immediate south of the site is a billboard (off-site advertising sign). While there is no building on this site, the billboard sign is permitted in commercial districts. These structures are prohibited in residential districts. The billboard represents a commercial use and promotes the commercial character of the adjacent lot.

Public Need.

An overview of the area demonstrates that the corridor has no obvious vacancies. Over the past fifteen years, new sites and buildings have been developed and then immediately occupied. For several years sites have been rezoned from residential districts (R-1-7.5 and R-2) to commercial districts (R-B and B-1). At present, there is only one commercial site that remains vacant and undeveloped (owned by Hardy Court Shopping Center) and the owner has indicated there is no current desire or intent to develop or to convey the property.

The property northwest of the subject site was rezoned in 2021 and is currently being developed as an office space for Pilger Title. Lemon-Mohler Insurance is in the process of developing plans for the construction of a new building immediately south of the Pilger site.



Images top to bottom: Ongoing construction of the Pilger Title located on recently rezoned parcel north of Hillcrest. Center image is a 2018 photograph of Hillcrest Dental Group under construction. The lower image is a recent image of the Hillcrest Dental building as completed.

Except for the Hardy Court Shopping Center Property, the Myers property is the only remaining vacant property on the Island's corridor that is developable. The growth in this area has been tremendous in recent years, and now there is no available sites for commercial development. With no sites available, there is a public need for additional commercial sites. Additionally, it is not beneficial to the public to zone property for a use that is not practical or consistent with an area. The R-1-7.5 Single Family Residential District designation unreasonably constrains the property for development.

Over the past 20 years the corridor has transitioned from rural residential to commercial. From Highway 90 to Dedeaux Road, there is only one vacant, developable site with a residential zoning. It is the subject site. Every parcel along Lorraine Road (Highway 605) and north of the Industrial Canal to Dedeaux Road is zoned either industrial or commercial. Every property between Highway 90 and the Benard Bayou Bridge has a commercial designation (one exception is a T-1 District that is not developable adjacent to Benard Bayou). The restriction placed on this property is not consistent with other uses in the area or other actions by the City with similar requests along the corridor.

The City of Gulfport should encourage commercial growth in appropriate areas. These areas are typically on primary arterials such as Pass Road, Highway 49 and Highway 605. The specific site has been identified within the Comprehensive Plan's Future Land Use Map as commercial. The requested rezoning is consistent with the map. The rezoning will allow an unused parcel to be developed in a productive manner. Properties across the street have been rezoned and new buildings have been constructed in this area.

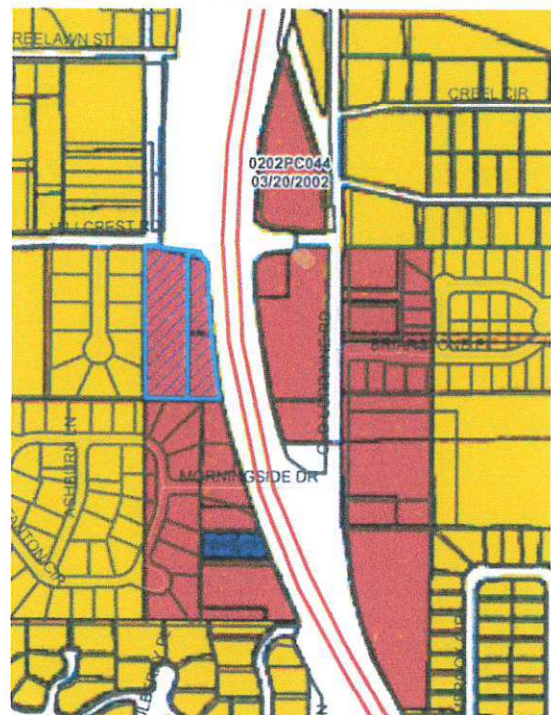
Remaining Residential along the Corridor.

Since 2002, the overwhelming majority of residential properties along Lorraine Road (between Highway 90 and Dedeaux Road) have been classified or rezoned to commercial or Industrial. There are no examples and no construction of a single-family residential structure along this corridor in more than 50 years. There are examples of residential development 'behind' commercial parcels, but there are no examples of residential construction adjacent to the Lorraine Road right of way. At present, only a handful of residentially zoned properties remain as others have been rezoned to commercial designations. These residential properties along the corridor are detailed as follows:

The Myers property (1) is the only undeveloped and developable residential property along the corridor. It is approximately 2.9 acres in size and is adjacent to Hillcrest Road and Lorraine Road. This parcel is zoned R-1-7.5. If the subject property remains designated as single-family residential, the City is indicating that the site is best suited for residential development along a primary arterial despite no similar construction in more than 50 years. The only examples of single-family residential have been behind commercial uses and lots along the corridor.

Cowan-Lorraine Road/Hwy 605 Land use and Zoning Characteristics Highway 90 to Dedeaux Road (4.5 miles)

No. of Total Parcels	162
No. of Commercial/Industrial Zoned Parcels	154
No. of Residentially Zoned Parcels	8
Residential Parcels as Institutional Use	2
Developed Residential Parcels	3
Remnant and Undevelopable Parcels	2
Available to Develop (Myer's property)	1



The Future Land Use Map identifies the anticipated use of this property as commercial (red).

There are two small residential parcels (2) located north of Brentwood Boulevard. One includes a single-family home owned by Thomas Sutton and constructed in 1971. The home existed prior to the reconfiguration of the roadway. Immediately west of the Sutton lot is a small, remnant parcel with an area of approximately 4,350 square feet. This parcel is undevelopable as an individual parcel. These parcels are zoned R-1-7.5.

St. Mark's Episcopal Church (3) is located along the north side of West Taylor Road. This site is developed as a non-residential use. This parcel is zoned R-1-7.5.

Similarly to the south of West Taylor Road (4) is an area designated as R-2. The is property associated with Floral Hills Memorial Gardens Cemetery and has restrictions associated with its use and conveyances for development.

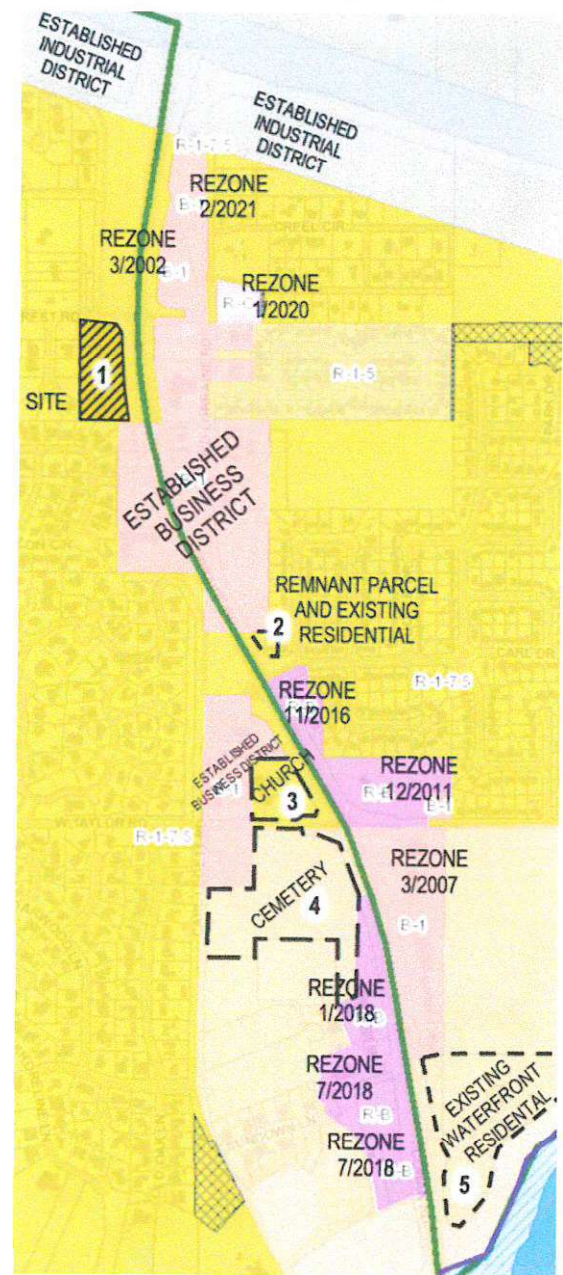
The final residential property (5) is a large waterfront property. It includes two parcels that function as a single property. The larger lot is only adjacent to the Lorraine Road right of way near the bridge. The 'front' parcel is a narrow, triangular piece that approximately .7 acres but is very narrow. A gated access to the larger parcel is located through this smaller, triangular property.

As a result, this subject property represents the only undeveloped residential property along the corridor that can be developed. There have been no new homes building on this corridor in over 50 years, and this should not be encouraged. From Beach Boulevard to Dedeux Road, all properties (with exception to those mentioned above) are zoned to permit commercial uses.

Adjacency to Residential.

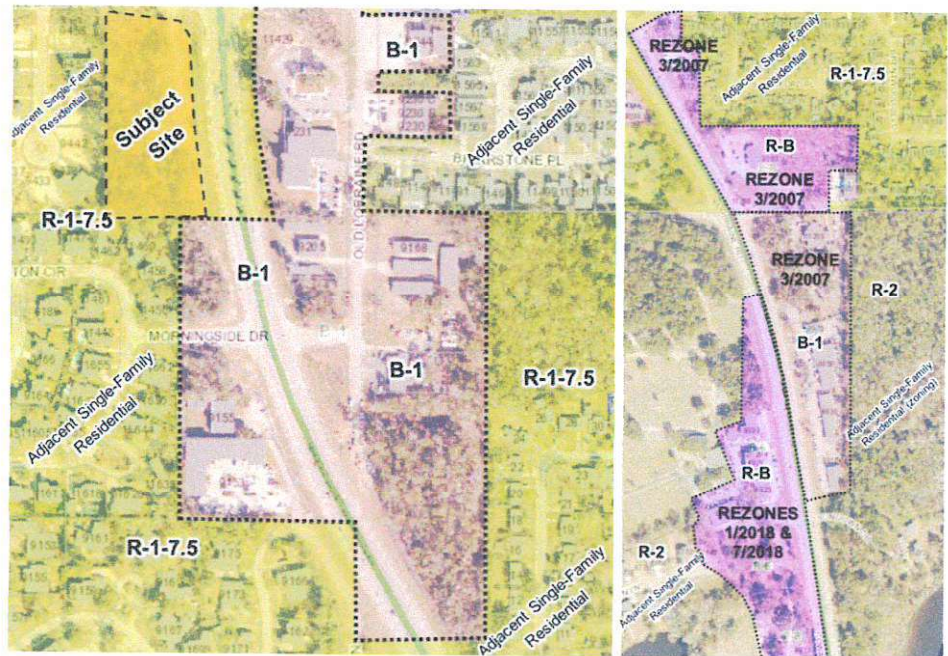
The B-1 and R-B Districts are the more restrictive commercial districts of the City. These Districts are created and designed to be compatible and serve nearby residential uses. These districts are not intense and are not intended to create high volumes of traffic. For this reason, the City has rezoned and established these districts along the corridor. These districts are described within the zoning ordinance as follows:

R-B districts: Residence-business districts. These districts are composed of areas containing a mixture of residential, public and semipublic, and light commercial uses. Although usually located between residential areas and business areas, these districts are, in some instances, freestanding and may include hotel, hospital, or similar building groups and related uses or land suitable for such uses. The district regulations are designed to encourage further appropriate development by limiting the permitted uses to dwellings and uses of a public, semipublic or light commercial nature and to protect the abutting and surrounding residential areas by requiring certain minimum yard, area and other standards to be met, standards that are comparable to those called for in the residence district.



B-1 districts: Neighborhood business districts. These districts are composed of land and structures occupied by or suitable for uses furnishing the retail goods, such as groceries and drugs, and services, such as barbering and shoe repairing, to satisfy the daily household needs of the surrounding residential neighborhoods. Often located on a thoroughfare or near the intersection of two (2) thoroughfares, these districts are small and within convenient distance of most of the areas they serve. The district regulations are designed to permit the development of the districts for their purpose and to protect the abutting and surrounding residential areas. It is intended that additional neighborhood business districts will be created, in accordance with the amendment procedure of this ordinance, as they are needed to serve new residential areas.

Along the corridor, the City of Gulfport has established precedence of placing the R-B and B-1 Districts adjacent to the corridor between the right of way and the residential areas farther away from the corridor or 'behind' commercial parcels. This is consistent with the design and intent of the zoning the districts. This practice dates back to the zoning that was in place prior to the reconfiguration of the corridor (immediate image to right) and the rezonings of other properties (farther image). The owner is requesting that the subject site be permitted the same consideration provided for other properties along the corridor.



Summary.

Very few areas along the Gulf Coast and within the City of Gulfport have experienced the growth and change in character similar to what has occurred within the subject area. The roadway was reconfigured from rural roadways to a major four-lane corridor in 2003, and this led to a profound change to the area that should be recognized. The roadway now serves as one of the most travelled corridors within the City with approximately 34,000 vehicles daily. Over the last 20 years, this reconfiguration has led to a number of rezonings and significant investments in commercial developments along the corridor. Properties have been rezoned from residential (R-2 and R-1-7.5) to commercial (B-1 and R-B) districts. There are no examples of rezoning for residential purposes along the corridor, and there are no examples of residential construction consistent with these single-family designations along the corridor. Because there has been no similar construction within the last 50 years, the likelihood of the subject property being developed to single-family residential is extremely low. Zoning and right of way access restrictions would complicate and constrain any such development, and this could negatively impact adjacent residential properties. Residential development at this site would be inconsistent with the City's Comprehensive Plan and development trends over the past 20 years for the corridor.

The requested zoning designation, B-1 Neighborhood Business District, is designed to be developed adjacent to single-family residential areas, and it is compatible with residential areas. The request is consistent with other rezonings that have allowed the expansion of the R-B and B-1 Districts along the corridor that are adjacent to single-family areas, and this property should not be treated in a way that is inconsistent with previous actions.



Jefferson 1st Judicial District
Instrument 2015 4459 D - J1
Filed/Recorded 7/1/2015 02:25 P
Total Fees \$ 12.00
5 Pages Recorded



SCANNED



Jefferson 1st Judicial District
Instrument 2015 1915 D - J1
Filed/Recorded 4/1/2015 12:00 N
Total Fees \$ 12.00
4 Pages Recorded

Prepared by and after recording return to:

J. William Williams, MBN 102588
Williams & Nichols, PA
Post Office Box 60
Gulfport, Mississippi 39502-0060
Telephone No. (228) 265-8200
Facsimile: (228) 265-8050

Grantors' Names, Addresses and Telephone Numbers:

THE COVINGTON LIVING TRUST,
WILLIAM A. COVINGTON and DEBORAH D.
COVINGTON, Trustees
4120 Burma Road
Mobile, Alabama 36693
(251) 660-1349

EAGLES NEST HOLDINGS, L.P., a Mississippi limited
liability company
Post Office Box 7002
Gulfport, Mississippi 39502
(228) 396-1413

Grantees' Name, Address and Telephone Number:

SHARON L. MYERS
2555F Marshall Road
Biloxi, Mississippi 39531
(228) 697-5616

Indexing Instructions:

Part of the NW ¼ of SW ¼, Section 19, T7S, R10W, 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, EAGLES NEST HOLDINGS, L.P. and THE COVINGTON LIVING TRUST ("**Grantors**"), do sell, grant, convey, and warrant unto SHARON L. MYERS

("Grantee"), the real property, together with all improvements thereon, situated in Harrison County, First Judicial District, Mississippi, and more particularly described on Exhibit "A," which is hereby incorporated by reference.

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 are assumed by the Grantee.

WITNESS, the Grantors have caused this instrument to be executed, this the 31st day of March, 2015.

THE COVINGTON LIVING TRUST:

By: William A. Covington
Name: William A. Covington
Title: Trustee

By: Deborah D. Covington
Name: Deborah D. Covington
Title: Trustee

EAGLES NEST HOLDINGS, L.P., a Mississippi limited partnership

By: EAGLES NEST GP, LLC, a Mississippi limited liability company, its General Partner

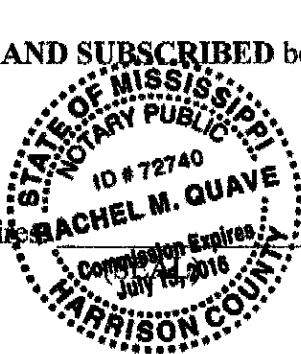
By: Frank Palazzo
Name: Frank Palazzo
Title: Manager

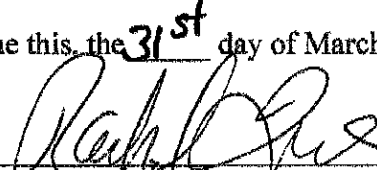
**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this the 31st day of March, 2015 within my jurisdiction, the within named WILLIAM A. COVINGTON, who acknowledges that he is a Trustee of THE COVINGTON LIVING TRUST, and in his capacity as Trustee, he executed the above and foregoing instrument and further he acknowledged that he had authority under the trust agreement to sign such instrument.

SWORN TO AND SUBSCRIBED before me this, the 31st day of March, 2015.

My Commission Expires:



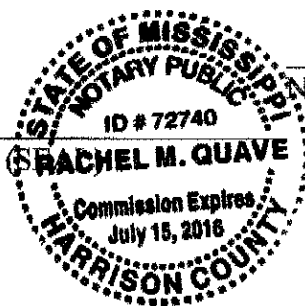

NOTARY PUBLIC

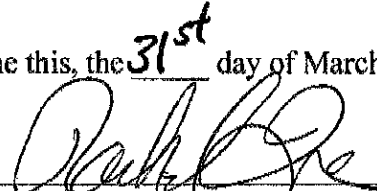
**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this the 31st day of March, 2015 within my jurisdiction, the within named DEBORAH D. COVINGTON, who acknowledges that she is a Trustee of THE COVINGTON LIVING TRUST, and in her capacity as Trustee, she executed the above and foregoing instrument and further she acknowledged that she had authority under the trust agreement to sign such instrument.

SWORN TO AND SUBSCRIBED before me this, the 31st day of March, 2015.

My Commission Expires:



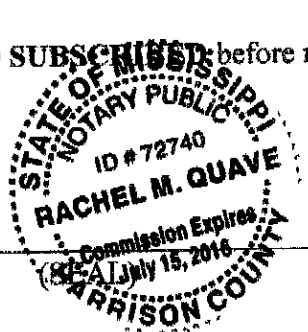

NOTARY PUBLIC

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 31st day of March, 2015, within my jurisdiction, the within named FRANK PALAZZO, Manager of EAGLES NEST GP, LLC, a Mississippi limited liability company, the general partner of EAGLES NEST HOLDINGS, L.P., a Mississippi limited partnership, and that as general partner of said limited partnership, and as the act and deed of said general partner of said limited partnership, and as the act and deed of said limited partnership, he executed the above and foregoing instrument, after first having been duly authorized by said limited partnership so to do.

SWORN TO AND SUBSCRIBED before me this, the 31st day of March, 2015.

My Commission Expires:



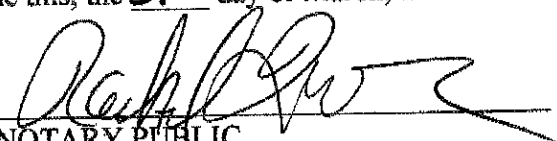

NOTARY PUBLIC

EXHIBIT "A"

Legal Description (as per Record)

A parcel of land being situated in the Northwest One-Quarter of the Southwest One-Quarter (NW ¼ of the SW ¼) of Section 19, Township 7 South, Range 10 West, First Judicial District of Harrison County, Mississippi, said parcel being more particularly described as follows, to-wit:

Commencing at the Northeast (NE) corner of the Northwest One-Quarter of the Southwest One-Quarter (NW ¼ of the SW ¼) of Section 19, Township 7 South, Range 10 West, Harrison County, Mississippi, run thence South 89 degrees 55 minutes 59 seconds West a distance of 494.81 feet to a point on the South margin of Hillcrest Road; thence run South 0 degrees 38 minutes 52 seconds West a distance of 17.07 feet to the POINT OF BEGINNING; thence run South 84 degrees, 27 minutes 00 seconds East a distance of 44.75 feet; thence run South 32 degrees 32 minutes East a distance of 52.55 feet to a point on a curve; thence run along a curve to the left, having a radius of 2,946.81 feet for a distance of 477.42 feet to a point which is South 06 degrees 36 minutes 57 seconds East and 476.89 feet from the previously described point; thence run South 89 degrees 55 minutes 59 seconds West a distance of 127.32 feet to a point; thence run North 0 degrees 02 minutes 49 seconds West a distance of 522.50 feet to the Point of Beginning.

Legal Description (as per Survey)

A parcel of land being situated in the Northwest One-Quarter of the Southwest One-Quarter (NW ¼ of the SW ¼) of Section 19, Township 7 South, Range 10 West, First Judicial District of Harrison County, Mississippi, said parcel being more particularly described as follows, to-wit:

Commencing at the Northeast (NE) corner of the Northwest One-Quarter of the Southwest One-Quarter (NW ¼ of the SW ¼) of Section 19, Township 7 South, Range 10 West, Harrison County, Mississippi, run thence South 89 degrees 55 minutes 59 seconds West a distance of 494.81 feet to a point on the South margin of Hillcrest Road; thence run South 0 degrees 38 minutes 52 seconds West a distance of 17.07 feet to the POINT OF BEGINNING; thence run South 84 degrees, 08 minutes, 29 seconds East a distance of 41.73 feet; thence run South 33 degrees 33 minutes 59 seconds East a distance of 52.89 feet to a point on a curve; thence run along a curve to the left, having a radius of 2,946.81 feet for a distance of 479.82 feet to a point which is South 06 degrees 45 minutes 21 seconds East and 479.29 feet from the previously described point; thence run South 89 degrees 26 minutes 58 seconds West a distance of 121.91 feet to a point; thence run North 00 degrees 33 minutes 10 seconds West a distance of 525.24 feet to the POINT OF BEGINNING. Said parcel contains 1.1 Acres, more or less.

SCANNED



J. Henderson 1st Judicial District
Instrument 2016 7736 D - J1
Filed/Recorded 10/19/2016 12:48 N
Total Fees \$
3 Pages Recorded



J. Henderson 2nd Judicial District
Instrument 2016 2539 D - J2
Filed/Recorded 10/17/2016 02:30 P
Total Fees \$ 12.00
3 Pages Recorded

PREPARED BY and RETURN TO:
David A. Wheeler, Esquire
Wheeler & Wheeler, PLLC
P.O. Box 264
Biloxi, MS 39533
(228) 374-6720
MSB 7126

INDEXING: NW 1/4 of SW 1/4 S19-T7S-R10W
Harrison County, 1st Jud. Dist., MS

STATE OF MISSISSIPPI

COUNTY OF HARRISON

FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, RANCHO DELUXE, LTD., a Mississippi corporation, 2555 Marshall Road, Suite B, Biloxi, MS 39532 (228) 388-2505, *GRANTOR*, does hereby GRANT, SELL, BARGAIN, CONVEY and WARRANT to **SHARON L. MYERS**, 133 Edgewater Drive, Biloxi, MS 39531 (228) 697-5616, *GRANTEE*, all right, title and interest in and to the following described real property, together with all improvements situated thereon, lying and being situated in Harrison County, First Judicial District, Mississippi, more particularly described as follows, to-wit:

"TITLE NOT EXAMINED"

Beginning at a point 495 feet West of the Northeast corner of the Northwest Quarter of the Southwest Quarter (NW 1/4 of SW 1/4) of Section 19, Township 7 South, Range 10 West, thence South 540 feet parallel with the quarter section line to a stake, thence West 150 feet parallel with the half section line, thence North 540 feet to a point in the half section line, thence East 150 feet along the half section line to the point of beginning.

LESS AND EXCEPT:

Begin at a point that is 32.808 feet Southerly of and perpendicular to the centerline of the relocation of Hillcrest Road at Station 0 + 925 as shown on the plans for State Project No. 94-9371.00-004-10; from said point of beginning run thence North 00 degrees 38' East, a distance of 7.405 feet to the present South right-of-way line of Hillcrest Road; thence run East along the present South right-of-way line of Hillcrest Road, a distance of 92.641 feet to the East line of Defendant's property; thence run South along said East property line, a distance of 16414 feet; thence run North 84 degrees 27' West, a distance of 93.159 feet to the point of beginning, containing 0.025 acres, more or less, and being situated in and a part of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi.

The Grantor herein intends, and by its execution of this instrument does, transfer unto Grantee all right, title and interest it presently has in and to the above described property, subject to all restrictions, easements and rights of way of record.

It is agreed and understood that the taxes for the current year are assumed by the Grantee.

"TITLE NOT EXAMINED"

This deed is being executed pursuant to Miss. Code Ann. Section 79-4-14.05(a) as a winding up of corporate affairs and a conveyance of the remaining corporate assets to the sole stockholder.

WITNESS MY SIGNATURE, this the 17th day of OCTOBER, 2016.

RANCHO DELUXE, LTD.

BY: [Signature]
TEMPLETON FOWLKES, President

STATE OF MISSISSIPPI
COUNTY OF HARRISON

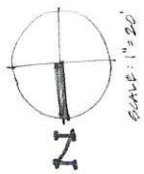
Personally appeared before me, the undersigned authority in and for said county and state, on this the 17 day of OCTOBER, 2016, within my jurisdiction, the within named TEMPLETON FOWLKES, who acknowledged to me that he is President of RANCHO DELUXE, LTD., a Mississippi corporation and the sole stockholder of said corporation, and that for and on behalf of said corporation, and as the act and deed of said corporation, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

My Commission Expires



[Signature]
NOTARY PUBLIC

"TITLE NOT EXAMINED"



HIGHWAY 605
(LOBATINE ROAD)



BUILDING	OF	PARKING
"A"	3,900	18
"B"	3,800	20
"C"	5,000	20
"D"	5,000	22
TOTAL	17,700	80

PARCEL	S.F. (Ac.)
①	73,835 (0.75)
②	29,012 (0.67)
③	30,855 (0.71)
④	34,210 (0.76)

HEINRICH & ASSOCIATES

22-025
09-02-22

QED

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2012PC164

Hearing Date: December 17, 2020

Current Zoning/Use: R-1-7.5 / Vacant property

Legal: Zoning Map Amendment 2012PC164, by agent Nancy Stone, tax parcel 1009L-02-001.001, Request to rezone from R-1-7.5 (Single-family) to B-1 (Neighborhood business), Old Lorraine Rd, Ward 5

TECHNICAL DETAILS

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

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

According to the Mississippi case law:

When requesting rezoning of real property, **an applicant must prove, by clear and convincing evidence**, one of the following:

- 1. That there was a mistake in the original zoning, or
- 2. That the character of the neighborhood has changed to such an extent as to justify reclassification, **and** that there was a public need for rezoning.

Technical Report

Zoning Map Amendment

The applicants are requesting to rezone approximately 2.22 acres of vacant, residential zoned property from R-1-7.5 (Single-family low density) to B-1 (Neighborhood business) zone. As presented, the applicant has not included information on any specific tenants; however, they state that development is ready to begin within 6 months of approval and could include multiple tenants, with whom they are currently negotiating.

According to the City's 2002 Comprehensive Plan, some limited commercial activity was shown in the area, particularly the areas that have already been zoned or rezoned commercial. Looking at the attached Analysis maps, it is shown that this parcel did not quite exist until rather recently. The 2001 imagery shows the construction of Highway 605. A large portion of the parcel in question was originally right-of-way of the Old Lorraine Road, which was removed after the completion of Highway 605. The 2002 Comprehensive Plan Future Land Use appears to show residential use (yellow) in this area, adjacent to commercial (red). This was before Dolphin Lane was constructed and Industrial Use was added along Bayou Bernard/Industrial Waterway. No prior development has occurred on this property.

The applicant has chosen 2 main justifications for change of the current zoning district. These justifications are change in conditions and an increased need for sites.

- (a) Error is indicated by the applicant as not being applicable to this request.
- (b) Change in conditions is the first justification for the request indicated by the applicant. They do not elaborate much, but they say that the changes are related to the property having been owned previously by Harrison County.
- (c) Increased need for sites is addressed as a justification by the applicant. They indicate that "Business sites along Lorraine Road have been in demand and many businesses have located and are looking for locations."
- (d) Annexation is not applicable to this site nor are any statements provided by the applicant.
- (e) Ordinance changes are not applicable to this site nor are any statements provided by the applicant.
- (f) The applicant states that this property used to be governmental property, owned by Harrison County until they sold it to the applicant in 2010.

EXECUTIVE SUMMARY

This property is located between Lorraine Road and Old Lorraine Road and is adjacent to other B-1 property as well as I-2 (Heavy industry) property. Before the construction of the current Lorraine Road (Highway 605), a large portion of this property was right-of-way since the Old Lorraine Road went through this area. The applicant cites that many businesses have been locating along this corridor, and that more are interested in locating here. Although the applicant did not provide much detail in their argument, it appears to be a valid claim for this request.

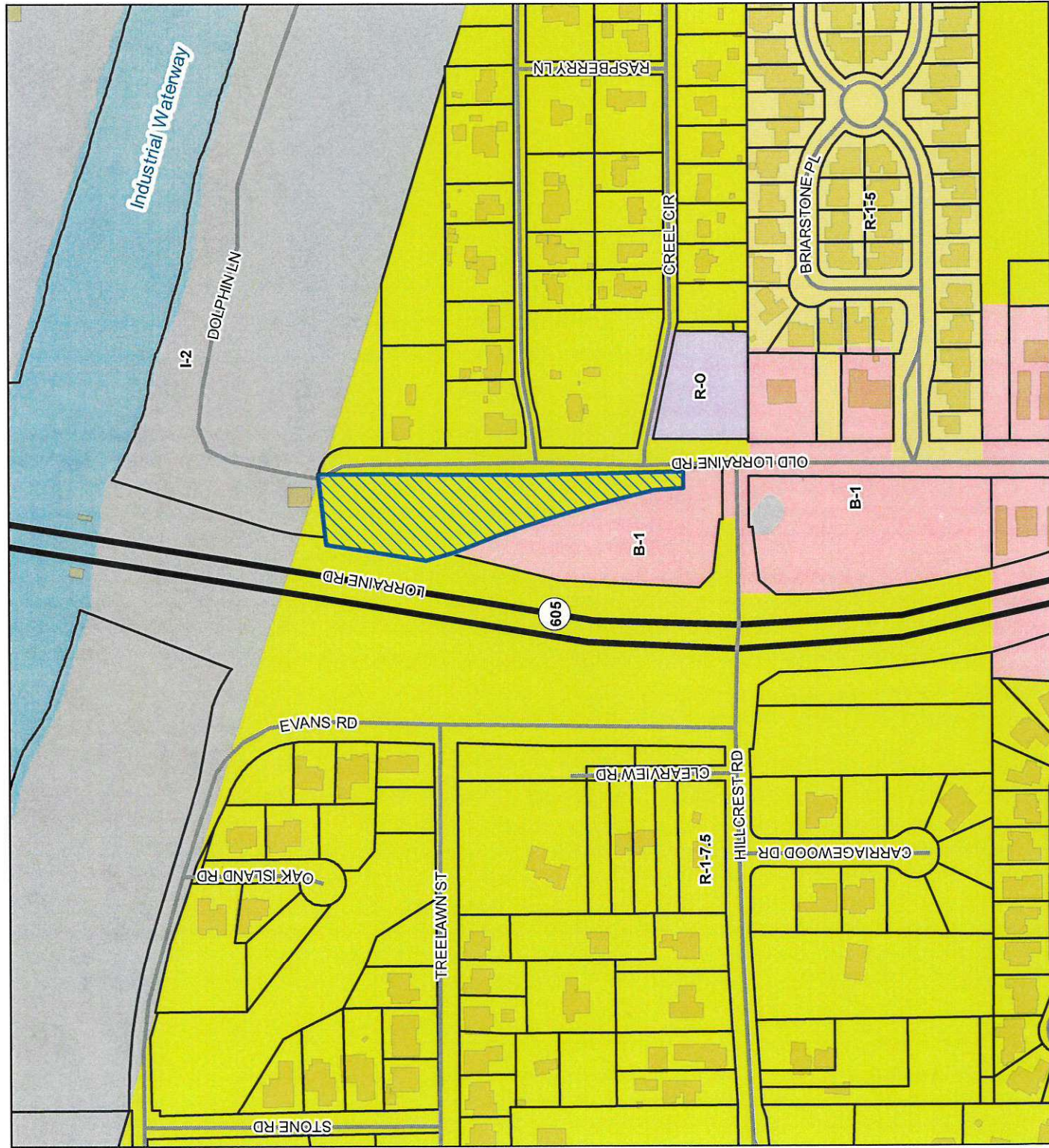
Technical Report
Zoning Map Amendment

DIRECTOR APPROVAL

This report has been reviewed and approved by:

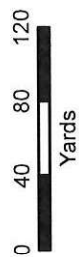


Greg Pietrangelo
Director of Urban Development Department



- Site
- US or State Highway
- Street
- Parcels
- Buildings
- Water Features
- Zoning**
 - B-1 - Neighborhood Business District
 - I-2 - Heavy Industry District
 - R-1-5 - Single Family Density
 - Residence District (Medium Density)
 - R-1-7.5 - Single Family Density
 - Residence District (Low Density)
 - R-O - Residence-Office

Site Information
 1009L-02-001.001
 Zoning: R-1-7.5 (Single-family)
 Size: 2.22 acres
 Flood: 0.2% Annual



1 inch = 300 feet



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



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

For Staff Use Only

Case File #: 2012 PC 164Date Received: 11/2/2020

Receipt #: _____

Received By: CLZoning: R-1-7.5Ward: 5 Flood: 0.2% annual

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

Property Information

TAX PARCEL #

1	0	0	9	L

 -

0	2

 -

0	0	1

 .

0	0	1

(If necessary, use separate sheet of paper)

Address of Property Involved: Hillcrest Road

Lot(s) _____, Block(s) _____, Subdivision _____

General Location: Hillcrest Road between Lorraine Road and Old Lorraine Road (See Plat)**GENERAL DESCRIPTION OF REQUEST:**Rezone Parcel to B-1. Just like the adjoining Parcel (Same Owner)**OWNERSHIP AND CERTIFICATION:**

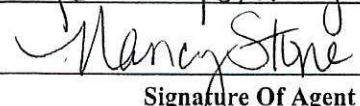
I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request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

OWNER

Audubon Pointe Venture, LLC
Printed Name Of Owner
P.O. Box 130
Mailing Address
Gulfport MS 39502
City State Zip code
228-214-0402 228-596-9000
Home Phone Work/Cell Phone
bstone@balch.com
Email

Signature Of Owner

AGENT

Nancy Stone
Printed Name Of Agent
1325 2nd Street
Mailing Address
Gulfport, MS 39501
City State Zip code
228-216-2333
Home Phone Work/Cell Phone
Nancy@nancystonegroup.com
Email

Signature Of Agent

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

☐

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

**APPLICATION FOR ZONING MAP
AMENDMENT/LAND USE
RECLASSIFICATION
TAX PARCEL #1009L-02-001.001
HILLCREST ROAD – LORRAINE ROAD – OLD LORRAINE ROAD
AUDUBON POINTE VENTURE, LLC**

ADDITIONAL INFORMATION:

SUBMISSION REQUIREMENTS.

- A. Submitted and attached.
- B. See Deed 10-11-10 from Harrison County
- C. See Attached.
- D. None
- E. Not applicable
- F. Through H. See Attachment

M/S

F. This parcel is part of a larger tract, the other half is zoned B1. That zoning was done under the City rezoning after Katrina. This parcel was owned by Harrison County until 10-11-10 when it was sold to Audubon Pointe Venture, LLC. Otherwise it would also have been designated B-1 as a parcel of the same tract. The property is not acceptable for residential. The area is B-1 to the south, Lorraine Road to the west and Old Lorraine Road to the east where businesses are being built on the East side of the Old Lorraine.

F.1. There was no error. The parcel was owned by Harrison County when Gulfport rezoning was done and was not eligible for zoning.

F.2. There was a change in conditions since the portion owned by Harrison County at the time of the City rezoning was later (10-11-10) sold to present private owner.

F.3. Business sites along Lorraine Road have been in demand and many businesses have located and are looking for locations. This request is not to reclassify but to zone.

F.4. N/A

F.5. N/A

F.6. It is necessary to reclassify the parcel since at the time of Gulfport rezoning to Harrison County owned the property and on 10-11-10 sold the property to Audubon Pointe Venture, LLC.

G.

G.1. Applicant name and address is shown as the owner on the application. The authorization for Ben H. Stone as a member of Audubon Pointe Venture, LLC to sign on behalf of the owner is attached.

G.2. Please see items 1 through 6 above.

G.3. Applicant presently has negotiations with several potential tenants and a contract with a purchaser. Construction should begin within 6 months or a year. Since there is a possibility of more than one tenant or purchaser final development is difficult to predict at this time.

Since the property was owned by Harrison County when zoning took place, zoning should advance as soon as possible.

G.4. The zoning/rezoning will correct the situation existing today because of a change in government (Harrison County) ownership after the city rezoning.

G.5. We are correcting a change in Government (Harrison County) ownership.

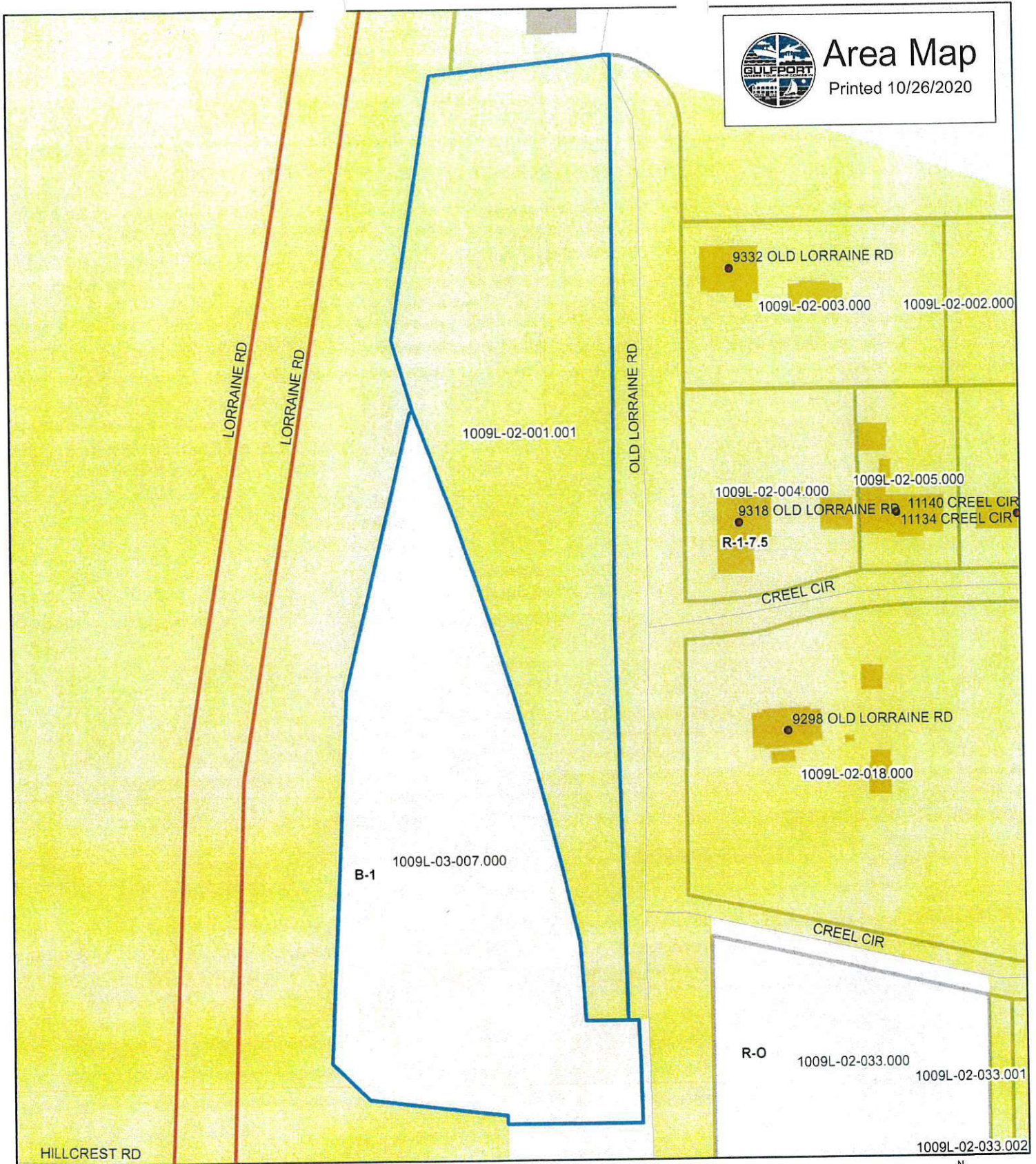
H. Check enclosed for \$175.00.

BIS

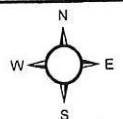


Area Map

Printed 10/26/2020



- Addresspoints
- Principal Arterial
- Minor/Residential
- WaterFeatures
- Parcels



1 inch = 106 feet

DATA DISCLAIMER:

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



Designation of Agent

I, AUDUBON POINTE VENTURE, LLC PRINT NAME being owner of the property HILLCREST ROAD PRIMARY ADDRESS OR PARCEL
which is the subject of this application hereby authorize NANCY STONE PRINT NAME to act as my
representative with the City of Gulfport's Zoning Board of Adjustment and Appeals, and/or Planning
Commission, and/or City Council, and/or permitting and licensing, as required by the City.

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

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

AUDUBON POINTE VENTURE, LLC
BY BEN H. STONE

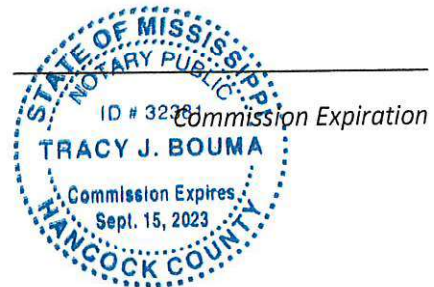
Ben H. Stone
Signature

11/2/2020
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 2 day of November, 2020

Tracy J. Bouma
Notary Public



**ACTION BY UNANIMOUS WRITTEN CONSENT OF
THE MEMBER OF
AUDUBON POINTE VENTURE, LLC
IN LIEU OF A MEETING**

The undersigned, Ben H. Stone, constituting the member of AUDUBON POINTE VENTURE, LLC, a Mississippi limited liability company, acting by written consent, hereby adopt the following resolutions:

RESOLVED, by the undersigned, that Ben H. Stone is hereby authorized to act as Authorized Member of AUDUBON POINTE VENTURE, LLC for the sole purpose of rezoning certain real property known located at Hillcrest Road between Lorraine Road and Old Lorraine Road, Gulfport, 1st Judicial District, Harrison County, Mississippi, Parcel #1009L-02-00.001, and any addenda thereto, and that the execution of said Application for Zoning Map Amendment/Land Use Reclassification by Ben H. Stone is hereby ratified and confirmed as an effective action of AUDUBON POINTE VENTURE, LLC; and

RESOLVED FURTHER, Ben H. Stone is hereby authorized to execute and deliver any and all documents as may be necessary to effect such rezoning application, which is in the best interest of AUDUBON POINTE VENTURE, LLC.

Dated as of the 2nd day of November, 2020.

AUDUBON POINTE VENTURE, LLC

By: _____

Ben H. Stone, Member



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
AUDUBON POINTE VENTURE, L.L.C.	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	629456
Status:	Good Standing
Effective Date:	04/24/1996
State of Incorporation:	Mississippi
Principal Office Address:	1310 Twenty Fifth Ave. GULFPORT, MS 39501

Registered Agent

Name
BEN H STONE 1310 TWENTY-FIFTH AVE, PO BOX 130 GULFPORT, MS 39502

Officers & Directors

Name	Title
Ben Stone 1310 TWENTY FIFTH AVE. GULFPORT, MS 39051	Member



J. H. Stone 1st Judicial District
Instrument 2010 6983 D -J1
Filed/Recorded 10/19/2010 11:30 A
Total Fees \$ 12.00
15 Pages Recorded

Instrument Prepared by
and Return to:
Balch & Bingham LLP
Attn: Jennifer West Signs, MSB #7115
P.O. Box 130
Gulfport, MS 39502
(228) 864-9900

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

DEED OF CONVEYANCE

GRANTOR: HARRISON COUNTY, MISSISSIPPI
Attn: Board of Supervisors
1801 23rd Avenue
Gulfport, MS 39501
(228) 865-4117

GRANTEE: AUDUBON POINTE VENTURE, LLC
Attn: Ben H. Stone, Member
P.O. Box 130
Gulfport, MS 39502
(228) 864-9900

INDEXING
INSTRUCTIONS: SW ¼ of NW ¼, Sec. 19-T7S-R10W,
1st J.D., Harrison County, MS

For and in consideration of the sum of Fifty One Thousand and No/100 Dollars (\$51,000.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, HARRISON COUNTY, MISSISSIPPI, acting by and through its BOARD OF SUPERVISORS ("Grantor"), does hereby grant, sell, and convey unto AUDUBON POINTE VENTURE, LLC, a Mississippi limited liability company ("Grantee"), the following described real property situated and being located in the First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

This conveyance is made in accordance with the requirements of §19-7-3 of the Mississippi Code, and the necessary findings and resolution authorizing the sale of the above property were adopted and spread upon the minutes of the Board of Supervisors for its meeting on September 13, 2010. A copy of the resolution is attached hereto as Exhibit "B."

Taxes for the year 2010 are exempt. Taxes for all subsequent years are assumed by the Grantee.

WITNESS THE DULY AUTHORIZED SIGNATURES of the President and Clerk of the Board of Supervisors on this the 11 day of October, 2010.

HARRISON COUNTY, MISSISSIPPI

BY: ITS BOARD OF SUPERVISORS

BY: Connie Rockco

Connie Rockco, President

ATTEST

John McAdams
Clerk of the Board of Supervisors

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this the 11th day of October, 2010, within my jurisdiction, the within named Connie Rockco and John McAdams, who acknowledged that they are the President and Clerk, respectively, of the BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, and that for and on behalf of said county acting by and through said board, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.

Angela Thrash
NOTARY PUBLIC

MY COMMISSION EXPIRES:

6-23-2013



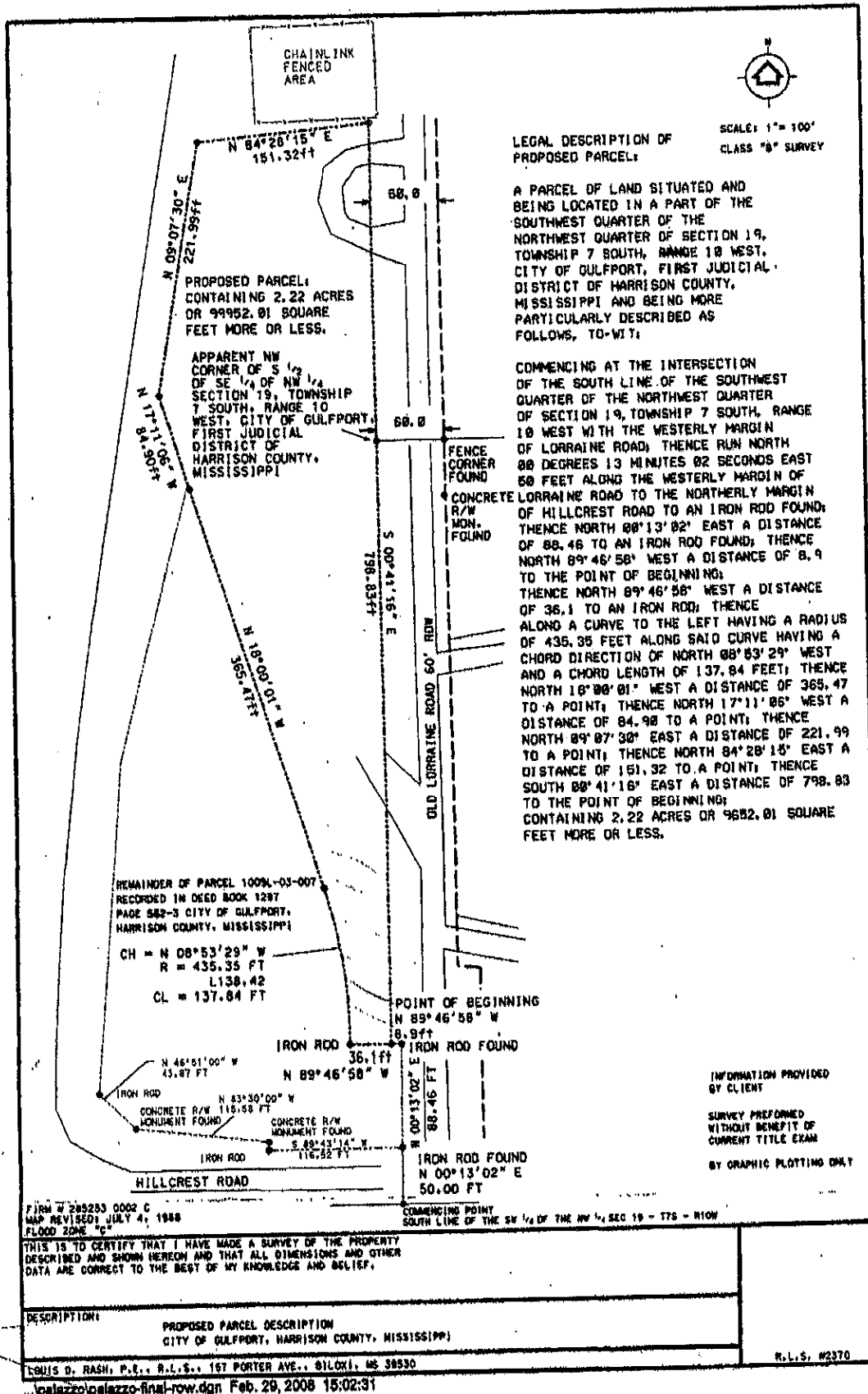


EXHIBIT A



Harrison County, MS

Minutes Board of Supervisors

Monday, September 13, 2010

9:30 AM

BILOXI

33 10-2073

RESOLUTION accepting the offer of Audubon Pointe Venture LLC, a Mississippi Corporation owned by Ben H. Stone and Frank S. Palazzo, Jr., to purchase from Harrison County the property described on the map or plat attached hereto and made part thereof as exhibit B and has agreed to pay the fair market value for such property which for any other type transaction the county would required to be paid, and for related purposes.

Attachments: Resolution, Audubon Pointe Venture 9.13.100000.pdf
Survey of Property
Everett Ladner Appraisal 6-8-10 Letter only
Appraisal from Hebert, 7-31-10 letter only

A motion was made by Supervisor Savant, seconded by Supervisor Swetman III, that this Resolution be ADOPTED by the following vote:

Aye: 3 - Supervisor W.S. Swetman III; Supervisor Kim Savant and Supervisor Connie Rockco

Nay: 1 - Supervisor Marlin Ladner

Absent & Exc: 1 - Supervisor William Martin

6

Supervisor **KIM B. SAVANT** moved the adoption of the following Resolution:

A RESOLUTION OF THE HARRISON COUNTY BOARD OF SUPERVISORS ACCEPTING THE OFFER OF AUDUBON POINTE VENTURE LLC, A MISSISSIPPI CORPORATION OWNED BY BEN H. STONE AND FRANK S. PALAZZO, JR., TO PURCHASE FROM HARRISON COUNTY THE PROPERTY DESCRIBED ON THE MAP OR PLAT ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT B AND HAS AGREED TO PAY THE FAIR MARKET VALUE FOR SUCH PROPERTY WHICH FOR ANY OTHER TYPE TRANSACTION THE COUNTY WOULD REQUIRE TO BE PAID, AND FOR RELATED PURPOSES

WHEREAS, by deed dated May 4, 1981, recorded in Book 909 at Page 69 of the Deed Records of Harrison County, Mississippi, Harrison County purchased from the Harrison County Development Commission all right, title and interest in certain road right-of-way for Lorraine Road (also known as Cowan Road) and described in full therein; and

WHEREAS, a portion of said right-of-way transferred to Harrison County included the then improved portion of Lorraine Road right-of-way north of Hillcrest Road and leading to the former Wilkes Bridge over the Harrison County Industrial Seaway, including unimproved areas of the right-of-way extending to a width of up to 360 feet; and

WHEREAS, in 1998, the State of Mississippi acquired the land to relocate Lorraine Road and the bridge as part of the project to eventually extend Lorraine Road to the north and create Highway 605 such that the above-described portion of Lorraine Road north of Hillcrest Road ending at the new right-of-way for the Lorraine Road/Highway 605 (the "Old Right of Way") no longer connects any traffic points and leads nowhere; and

WHEREAS upon completion of the relocated roadway and bridge, maintenance of the Old Right of Way was discontinued and the paved portion thereof was completely blocked to traffic, although no formal abandonment procedures were instigated; and

WHEREAS, the only owners of land directly adjacent to the old Right of Way are Harrison County to the north and east and Audubon Pointe Venture, LLC, a Mississippi limited

7

liability company owned by Ben H. Stone and Frank S. Palazzo, Jr., ("Audubon") to the south and west; and

WHEREAS, Audubon has offered to purchase a part of the Old Right of Way more particularly described on the map or plat prepared by Louis D. Rash, R.L.S., attached hereto and made a part hereof as Exhibit A (the "Property") and has agreed to pay the fair market value for same; and

WHEREAS, Audubon has noted that the location of the Property, its irregular, long and narrow shape, its limited access, and its current zoning for residential use renders it unusable to the County and anyone other than Audubon and stated that it intends pursue a zoning change with the City of Gulfport to commercially develop the Property along with Audubon's adjacent land, resulting in economic benefits to the County and improvement to the Lorraine Road/Highway 605 community; and

WHEREAS, Audubon has further noted that in a formal abandonment procedure, title to one-half of the abandoned portion of old Lorraine Road would become vested in Audubon free and clear of the former right-of-way and decrease the acreage and value of the area Audubon proposes to purchase from the County; but in order to facilitate its options for development, Audubon is agreeable to proceeding with a full purchase without pursuing its rights through an abandonment process; and

WHEREAS, the County Engineer, Danny Boudreaux, has inspected the Property and the proposed plat and description and has confirmed that the Property is not in use or likely to be used by the County in the future and that the sale of Property will not interfere with the public roadway on its eastern boundary (now called "Old Lorraine Road") that provides access to the County's retained portion of the Old Right of Way and other land along the south shore of the Industrial canal to the west of new Lorraine Road/Highway 605, including the Institute for Marine Mammal Studies; and

8

WHEREAS, in accordance with the provisions Mississippi Code Annotated, Section 19-7-3(3), the Board finds and determines that (a) the Property is no longer needed for County or related purposes and is not to be used in the operation of the County, (b) the sale of the Property in the manner otherwise provided by law is not necessary or desirable for the financial welfare of the County, and (c) the use of the Property for the purpose for which it is sold will promote and foster the development and improvement of the community in which it is located and the economic welfare thereof; and

WHEREAS, Everette E. Ladner & Associates, Inc., a recognized real estate appraisal firm, has appraised the Property at the request of Audubon at the amount \$51,000.00 and the County obtained its own appraisal from Harry Hebert, a second recognized real estate appraiser, and the Property appraised at \$49,000.00. Audubon has agreed that the purchase price shall be the highest of the two appraisal values or \$51,000.00 and to reimburse the County the cost of its appraisal for, and Audubon shall pay \$51,000.00 plus the cost of the County's appraisal, recording fees and any legal costs to the County by cashier's check to the County in exchange for a deed to be executed by the President of the Board and attested by the Chancery Clerk; and

WHEREAS, all costs of the appraisals, recording fees, and any legal costs to the County shall be also be paid by Audubon at the closing of the purchase; and

WHEREAS, after payment of such amounts and delivery of such deed, title to the Property shall vest in the purchaser; and

WHEREAS, in the event Audubon's development plans necessitate a formal abandonment procedure for the Old Right of Way and/or an application for a zoning change from residential to commercial use, the County as an adjacent land owner will have no objection to such actions and will officially enter its appearance to acknowledge such position if Audubon so requests.

9

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF
HARRISON COUNTY, MISSISSIPPI, AS FOLLOWS:**

SECTION I. The findings, conclusions and statements of fact contained in the foregoing Preamble are hereby adopted, ratified and incorporated in this Resolution.

SECTION II. Everette E. Ladner & Associates, Inc., a recognized real estate appraisal firm, has appraised the Property at the request of Audubon at the amount \$51,000.00 and the County obtained its own appraisal from Harry Hebert, a second recognized real estate appraiser, and the Property appraised at \$49,000.00. Audubon has agreed that the purchase price shall be the highest of the two appraisal values or \$51,000.00 and to reimburse the County the cost of its appraisal for, and Audubon shall pay \$51,000.00 plus the cost of the County's appraisal, recording fees and any legal costs to the County by cashier's check to the County in exchange for a deed to be executed by the President of the Board and attested by the Chancery Clerk.

SECTION III. The President of the Harrison County Board of Supervisors is hereby authorized to execute a Deed transferring the above described property to Audubon Pointe Venture LLC, a Mississippi corporation, upon receipt of payment of the purchase price and evidence of payment of all closing costs by Audubon as set forth above.

SECTION IV. A certified copy of this Resolution shall be spread upon the official minutes of Harrison County, Mississippi.

Supervisor **W. S. SWETMAN III** seconded the Motion to adopt the above and foregoing Resolution, whereupon the question was put to a vote with the following results:

Supervisor **W. S. SWETMAN III** voted **AYE**

Supervisor **KIM B. SAVANT** voted **AYE**

Supervisor **MARLIN LADNER** voted **NAY**

Supervisor WILLIAM MARTIN voted (ABSENT & EXCUSED)

Supervisor CONNIE ROCKCO voted AYE

The majority of the members present having voted in the affirmative, the Motion was declared carried, and the Resolution adopted on this the 13th day of September, 2010.

Everette E. Ladner & Associates, Inc.

Real Estate Appraisers & Consultants

549 E. Pass Road , Suite H
Gulfport, Mississippi 39507

Phone: (228) 896-5454
Fax: (228) 896-7023

June 7, 2010

Harrison County Board of Supervisors
1801 23RD Avenue
Gulfport, MS 39501

RE: APPRAISAL SUBMITTAL

Location : WEST SIDE of OLD LORRAINE ROAD,
Gulfport, MS
County : Harrison
Date of Value : May 18, 2010
Property Owners : HARRISON COUNTY
2.22 ACRES-VACANT LAND

Dear Ladies and Gentlemen:

At your request, I have completed a Summary appraisal report of the real property referenced above. The appraisal states my opinion of the Market Value of the fee-simple interest in the property, subject to various Assumptions and Limiting Conditions set forth in the accompanying report. The physical inspection and analysis that form the basis of this report was conducted by Everette E. Ladner, State Certified General Real Estate Appraiser, GA #75.

Based on the analysis presented in the following report, it is my opinion that the Market Value of the subject property, as of May 18, 2010, was:

FIFTY ONE THOUSAND DOLLARS

2.22 ACRES @ \$23,000 = R.O. \$51,000

Respectfully submitted,



Everette E. Ladner
State Certified General
Real Estate Appraiser GA#75

POULOS-HEBERT & ASSOCIATES

2018 23rd Avenue - Gulfport, Ms. 39501
P. O. Box 7702 - Gulfport, Ms. 39506
228-864-2378 - Fax 228-864-2379
www.HebertAppr@AOL.com

Roger Poulos, MAI (1946-1995)
Harry Hebert, GAA

July 31, 2010

Ms. Pam Ulrich, County Administrator
Harrison County Board of Supervisors
P. O. Drawer CC
Gulfport, MS 39502

RE: Summary Appraisal Report of a 2.22 acre parcel of land located on the west side of Old Lorraine Road, approximately 88.5 feet north of Hillcrest Road, Gulfport, Mississippi.

Dear Ms. Ulrich:

In accordance with your request, I have personally inspected and appraised the above referenced property as of July 22, 2010. This report, and final opinion of market value, have been based on an inspection of the property, including all comparables, and research into the various factors that influence value.

Briefly described, Subject Property consists of a 2.22 acre, irregularly shaped site, that possesses an estimated 798.83 feet of frontage along the west side of Old Lorraine Road, and 306.89 feet on the east side of New Lorraine Road. The site has a depth in a westerly direction from Old Lorraine Road of 151.32 feet on the north side and 36.1 feet on the south side. On the day of inspection the site was mostly cleared vacant land, at road grade with Old Lorraine Road, but below road grade with New Lorraine Road.

The purpose of this appraisal is to provide my opinion of Market Value of the Fee Simple Estate of Subject Property, as of July 22, 2010, the most recent date of inspection. The Harrison County Board of Supervisors is the client and user of this report.

MISSISSIPPI GULF COAST

Page 2
July 31, 2010

The analysis and results of my investigation, which are submitted within the accompanying report, are made in conformity with and subject to the Code of Professional Ethics and Standards of Professional Practice as set forth by the Appraisal Institute, and the Uniform Standards of Professional Appraisal Practice (USPAP) as specified by the Appraisal Foundation.

This appraisal is also written to conform to:

- (1) Title XI of the Federal Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA);
- (2) The OCC Appraisal Standards of 12 CFR, Part 34 (12CFR34);
- (3) Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute; and
- (4) The Guidelines for Real Estate Appraisal Policies and Review Procedures adopted by the Bank Supervision Offices of the FDIC, the Board of Governors of the Federal Reserve System & the Office of the Comptroller of the Currency as of December 14, 1987.

Inherent in my value opinion is the assumption that all information and materials provided by the client, property owner, and property manager are reasonably correct. Also, the value reported herein is of land only, and represents a reasonable marketing time to any potential purchaser desiring to use the site for its Highest and Best Use.

Subject Property did not reveal any signs of hazardous waste. However, since I am not qualified to accurately detect such substances, this appraisal is made on the assumption that testing of the site will conclude there is no evidence of any environmental problem that would result in loss of property value.

14
Page 3
July 31, 2010

The Appraisal Report, which follows this letter of transmittal, is intended to be a summary of all pertinent data which describes my research, analysis and conclusions. These conclusions, with full consideration to certification and limiting conditions, are the basis upon which I submit my opinion that Market Value of the Fee Simple Estate of Subject Property, as of July 22, 2010, was:

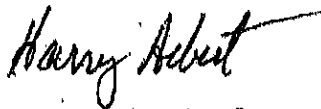
FORTY NINE THOUSAND DOLLARS

\$49,000

The value opinion in this Appraisal Report is based on a market exposure time of less than twelve (12) months. This estimated time frame is the result of conversations with local Realtors.

Respectfully Submitted,

POULOS, HEBERT & ASSOCIATES



Harry Hebert, Appraiser
State Certified General Real Estate Appraiser: GA-141

POULOS-HEBERT & ASSOCIATES



Harrison County, MS

Certified Copy

Resolution: 10-2073

File Number: 10-2073

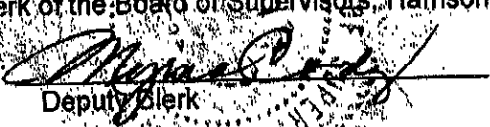
RESOLUTION accepting the offer of Audubon Pointe Venture LLC, a Mississippi Corporation owned by Ben H. Stone and Frank S. Palazzo, Jr., to purchase from Harrison County the property described on the map or plat attached hereto and made part thereof as exhibit B and has agreed to pay the fair market value for such property which for any other type transaction the county would required to be paid, and for related purposes.

I, John McAdams, Chancery Clerk and Ex Officio Clerk of the Board of Supervisors of Harrison County, Mississippi, certify that this is a true copy of Resolution No. 10-2073, passed by the Board of Supervisors on 9/13/2010.

THIS 27th day of September 2010.

JOHN McADAMS, Chancery Clerk and
Clerk of the Board of Supervisors, Harrison County, Mississippi.

By


Deputy Clerk

RE: Zoning Map Amendment 2012PC164, by agent Nancy Stone, tax parcel 1009L-02-001.001, Request to rezone from R-1-7.5 (Single-family) to B-1 (Neighborhood business), Old Lorraine Rd, Ward 5

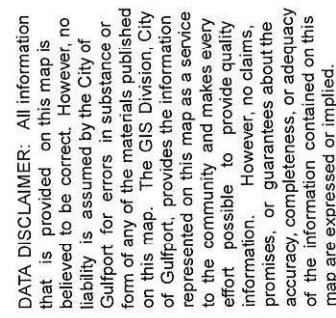
To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, December 17, 2020**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Planning Commission for **Thursday, December 17, 2020**. 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.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y	137970	1009L-02-001.001	AUDUBON POINTE VENTURE LLC C/O BEN H STONE -MEMBER- Nancy Stone (Agent)	P O BOX 130	GULFPORT	MS	39502
Y			Adjacent Property Owners	1325 2nd St	Gulfport	MS	39501
	83166	1009L-03-007.000	AUDUBON POINTE VENTURE LLC	P O BOX 130	GULFPORT	MS	39502
Y	83160	1009L-02-004.000	BALL LINA L	9318 OLD LORRAINE RD	GULFPORT	MS	39503
Y	55860	1009L-03-010.000	BRADY SCOTT CHRISTOPHER ETAL	9312 CLEARVIEW RD	GULFPORT	MS	39503
Y	120943	1009L-03-041.000	BROADUS JENNIFER	9347 EVANS RD	GULFPORT	MS	39503
Y	120945	1009L-03-043.000	BRUNT DERRY H & BONNIE B	9367 EVANS RD	GULFPORT	MS	39503
Y	55878	1009L-02-018.000	CREEL ALFRED C ETAL	9298 LORRAINE RD	GULFPORT	MS	39503
Y	120940	1009L-03-038.000	DYAL JONATHAN P & SARA M	9360 OAK ISLAND RD	GULFPORT	MS	39507
Y	120942	1009L-03-040.000	ELLE DEE & ASSOCIATES INC	9612 SOUTH 4TH AVENUE	INGLEWOOD	CA	90305
	83159	1009L-02-001.000	HARRISON CO				0
Y	55856	1009L-03-001.000	HARRISON CO DEV COMM	P O BOX 1870	GULFPORT	MS	39502
Y	103066	1009M-01-001.006	ISLAND GARDEN SHOP LLC	9244 OLD LORRAINE RD	GULFPORT	MS	39503
Y	55883	1009L-02-005.000	KEWLEY CHARLES W	11134 CREEL CIR	GULFPORT	MS	39503
Y	55916	1009M-03-001.000	LECA DEVELOPMENT LLC	9231 LORRAINE RD	GULFPORT	MS	39503
Y	120941	1009L-03-039.000	MCDANIEL MARK H	28 SHORELINE LANE	GULFPORT	MS	39503
Y	82540	1009L-02-003.000	NORTON MARIA E & JAMES H	9332 OLD LORRAINE RD	GULFPORT	MS	39503
Y	120944	1009L-03-042.000	PERRY DAVID JAMES & ASHLEY NICOLE	9359 EVANS ROAD	GULFPORT	MS	39507
Y	83167	1009L-03-009.000	VAUGHN CLARENCE HOMER JR	1221 3RD STREET	GULFPORT	MS	39501
Y	55904	1009L-02-033.000	WARD JUNE	9009 VICTORIA CIRCLE	GULFPORT	MS	39503
Y	120946	1009L-03-044.000	ZAHEDI AARON	P O BOX 7182	GULFPORT	MS	39506

Zoning Map Amendment



**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, December 17, 2020 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 2012PC159, by agent Levi Pierce III, tax parcel 09071-03-015.000, Request mobile home use, Kelly St, Zoned R-1-5 (Single-family), Ward 6

Zoning Map Amendment 2012PC160, by owners Jerry and Irene Pitts, tax parcel 08081-01-007.000, Request to rezone from R-1-10 (Single-family) to B-2 (General business), 14104 Dedeaux Rd, Ward 6

Zoning Map Amendment 2012PC162, by agent Mark A. Willkerson, tax parcels 0911C-01-177.000, 0911C-01-0178.000, and 0911C-01-176.000, Request to rezone from B-2 (General business) to R-B (Residence-business), 2214 Hewes Ave, Ward 3

Resubdivision 2012PC163, by owner Affordable Investment Properties LLC, tax parcel 0710P-03-002.000, Divide into four new parcels, 3009 39th Ave, Zoned R-2 (Single-family), Ward 1

Zoning Map Amendment 2012PC164, by agent Nancy Stone, tax parcel 1009L-02-001.001, Request to rezone from R-1-7.5 (Single-family) to B-1 (Neighborhood business), Old Lorraine Rd, Ward 5

Planning Commission Approval 2012PC165, by owners Eric and Ashlyn Castleberry, tax parcel 0908J-01-020.004, Request for a mobile arts and crafts use, 29 Jay Dr, Zoned R-1-10 (Single-family), Ward 6

Resubdivision 2012PC166, by agent Marci R. Wilson, tax parcels 0911E-01-046.000, 0911E-01-048.000, and 0911E-01-047.000, Divide into two new parcels, 633 and 645 2nd St, Zoned R-1-7.5 (Single-family), Ward 2

Text Amendment 2012PC167:
AN ORDINANCE AMENDING THE OFFICIAL TEXT OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GULFPORT, MISSISSIPPI ADOPTED THE 29TH DAY OF JUNE, 1979, AS AMENDED, TO AMEND SECTION I, DEFINITIONS, (B) WORDS AND PHRASES - HOTEL AND SECTION I, DEFINITIONS, (B) WORDS AND PHRASES TO ADD SHORT-TERM RENTAL; TO AMEND SECTION III, DISTRICT REGULATIONS, (K) CHART OF PERMITTED USES, (2) SCHEDULE OF USES - RESIDENTIAL TO ADD SHORT-TERM RENTAL; AND TO AMEND SECTION VII, NONCONFORMING USES AND STRUCTURES TO ADD (G) PRE-EXISTING SHORT-TERM RENTAL (CASE FILE NUMBER 2012PC167)

Zoning Map Amendment 2012PC168, by owner JSP LLC, tax parcel 1010H-02-032.001, Request to rezone from R-2 (Single-family) to R-B (Residence-business), Red Oak Dr, Ward 2

This the 25th day of November 2020
Keith Williams, Chairman
City of Gulfport Planning Commission

Handwritten initials

CITY OF GULFPORT PLANNING COMMISSION

2012PC164

TRANSCRIPT OF HEARING

December 17, 2020

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 17TH DAY OF DECEMBER 2020
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
BRANDON ELLIOTT
CHARLIE HEWES
JOHN ANTHONY
HAROLD SPANN
TIMOTHY DAIGLE, JR.

STAFF PRESENT:

GREG PIETRANGELO
GREG HOLMES
SU-LIN BOLIN
MATILDA WELCH
EMMA STRONG

ALSO PRESENT:

MARGARET MURDOCK, ESQ.

1 5. Zoning Map Amendment 2012PC164

2 MS. BOLIN: Item 6 Zoning Map Amendment 164
3 has been duly and timely noticed as required by law. The
4 applicant requests to rezone from R-1-7.5 single family to
5 B-1 neighborhood business Old Lorraine Road, Ward 5. A copy
6 of the packet considered is hereby offered to the record.

7 MR. WILLIAMS: Thank you.

8 Bobby, you're speaking for this one?

9 MR. HEINRICH: Yes.

10 MR. WILLIAMS: All right.

11 MR. HEINRICH: I'm going to give you
12 something that you don't have here.

13 MR. WILLIAMS: Thank you.

14 MR. HEINRICH: My name is Bobby Heinrich,
15 1806 23rd Avenue, Gulfport.

16 We're here to present a rezone application
17 request. I have the owner here, Nancy and Ben Stone sitting
18 in the audience with us.

19 And so as you can see, the zoning map, this
20 is two parcels of land. Half of it is already B-1, and
21 we're asking or requesting to extend that B-1 all the way up
22 to the bridge basically.

23 The reason that wasn't done out at the same
24 time the southern half was is because Mr. Stone didn't own
25 that at the time. When he purchased this, it automatically

1 went to R-1 or something.

2 But anyway, we're requesting to do B-1 zoning
3 because of the need of commercial parcels in that area.

4 Several months ago, I had a piece of property
5 rezoned across the street for a new boutique shop.

6 So I like presenting what we're going to do
7 and why we're doing this. I know we don't have to, but I
8 want to show you what we're doing.

9 We're going to resubdivide this parcel into
10 four lots roughly one acre. And the property is under
11 contract. And they're going to put their office here on the
12 corner. So a 5,000 square foot commercial building. And
13 then we'll have three other parcels. And I can go on and
14 say that there's two other people, two other companies, that
15 are interested in building more commercial buildings out
16 there.

17 So I wanted to go ahead and show you that.
18 And I'm here to answer any questions you may have.

19 MR. WILLIAMS: Bobby, you're going to do that into
20 three lots. That third parcel, the triangular piece, how
21 big is that? How big will that be?

22 MR. HEINRICH: Well, okay. So I did the --
23 this is the zoning line. So starting from Hillcrest, this
24 already is already B-1. It goes right across here. The
25 four lots is 1, 2, 3, 4.

1 MR. WILLIAMS: It's all the way up to there.

2 MR. HEINRICH: They go this way. Not that
3 way. That's the way it is now, that angle.

4 MR. HEWES: So you're going to take two
5 triangulated lots and put it into four square lots.

6 MR. HEINRICH: Yes, sir. And they're roughly
7 about one acre. And they're all single commercial
8 buildings.

9 MR. HEWES: Thank you.

10 MR. ANTHONY: Are there any other properties
11 B-1 that you're aware of in --

12 MR. HEINRICH: Everything south of this is
13 B-1 along 605 corridor. I don't know if you have a drawing
14 of that or not.

15 I turned in a drawing. This is a dentist's
16 office across the street on the other side is B-1.

17 MR. ANTHONY: It does seem like it's
18 coinciding with what's going on.

19 MR. HEINRICH: We can't go any farther north
20 on this side of that bridge.

21 MR. WILLIAMS: All right. Other questions
22 for Mr. Heinrich?

23 MR. HEINRICH: Again, Ben and Nancy are here
24 if you have anything.

25 MR. WILLIAMS: To answer questions. All

1 right. Thank you, Bobby. Appreciate it.

2 Anyone else here to speak for the request?

3 Anyone here to speak against the request?

4 MR. MARSHALL: Speaking for the request.

5 MR. WILLIAMS: For. I'm sorry. Yes, please,
6 thank you.

7 MR. MARSHALL: Again, Jonathan Marshall, 57
8 53rd Street, Gulfport.

9 I just want to be on record that I think this
10 will be a great addition to the Cowan-Lorraine Road access.
11 I love that they're going for B-1 and not R-B. You know,
12 the Bridgewater Shopping Center which my family owns, is
13 B-1. So I think it does conform to everything out there.
14 And there is an increased need for sites.

15 So, you know, I just want to be on record
16 today we're going to take this from an R-1-7.5 to a B-1. So
17 I think it will be a great project. I think it will be, you
18 know, good for the city and good for Cowan-Lorraine. So
19 just wanted to be on record.

20 Thank you.

21 MR. WILLIAMS: Thank you, sir. Appreciate
22 it.

23 Anyone else to speak for the request?

24 MR. HEINRICH: I wanted to mention that all
25 the access will be off of Old Lorraine Cowan, not off of

1 605. So you can't do that anyway. But I just wanted to
2 make sure that everybody would have to come in on Hillcrest
3 and go in back behind there, that center whole lot.

4 MR. WILLIAMS: Great point. Thank you.

5 Anyone else here to speak for or against or
6 have any other comments on this one?

7 All right. Commissioners, any questions for
8 anybody or a motion, please?

9 MR. ELLIOTT: I make a motion that Case
10 2012PC164 to approve rezoning to B-1.

11 MR. SPANN: Second.

12 MR. WILLIAMS: Got a motion and a second to
13 approve the request. Any further discussion?

14 MR. ANTHONY: Yes, sir. I just want to say I
15 know that this area has been an area that we are steadily
16 receiving interest in, and I think it is moving in the right
17 direction as far as what needs to be done for the City of
18 Gulfport.

19 MR. WILLIAMS: All right. Thank you, sir.

20 Any other comments? If not, all those in
21 favor of approving the motion to approve this request
22 signify by saying aye. Any opposed?

23 All right. It's been approved. Thank you
24 all. Appreciate it.

25 (Unanimous vote.)

BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2012PC164

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 6 pages constitute a true and correct transcription of said hearing held on the 17th day of December 2020.

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 28th day of December 2020.

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, February 2, 2021

1:30 PM

*Gulfport City Hall
Council Chambers*

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

Agenda Order Confirmation or adjustment of the agenda order

Presentation Agenda

- Mayor's Report

Policy Issues

Minutes / Appointment

- 1 Approval of Minutes - for December 22, 2020.
- 2 Approval of Minutes - for January 5, 2021.
- 3 Ratification - of reappointment to the Gulf Regional Planning Commission.

Code Enforcement / Planning

- 4 Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.
- 5 Request - issuance of special check for Landon Green Phase I Release of Cash Utility Warranty Bond - Elliott Land Development, LLC.

Ordinances

- 6 Ordinance - to rezone tax parcels from B-2 (General business) to R-B (Residence-business) - located at 2214 Hewes Avenue - Case # 2012PC162 - Ward 3.
- 7 Ordinance - to rezone tax parcel from R-1-7.5 (Single-family) to B-1 (Neighborhood business) - located at Old Lorraine Road - Case # 2012PC164 - Ward 5.
- 8 Ordinance - to rezone a tax parcel from R-2 (Single-family) to R-B (Residence-business) located at Red Oak Drive - Case # 2012PC168 - Ward 2.
- 9 Ordinance - establishing Budget Stabilization Fund, and for related purposes.
- 10 Ordinance - establishing and confirming polling places for 2021 Municipal Elections.

Resolutions

- 11 Resolution - memorializing the Legislature of the State of Mississippi to adopt Local and Private Legislation, and for related purposes.
- 12 Resolution - approving Agreement with Jones Walker, LLP and Dennis W. Miller, Esq., authorizing the Mayor to execute and deliver said Agreement, and for related purposes.
- 13 Resolution - approving award to Neel-Schaffer, Inc. for Engineering Services in connection with the BUILD – Interconnecting Gulfport Project, to approving the selection for said Services, authorizing the Mayor (or designee) to execute the same on behalf of the City, and for related purposes.
- 14 Resolution - approving C-Spire Service Order Form, authorizing the Mayor to execute the same, and for related purposes
- 15 Resolution - approving Engineering Services Contract with Covington Civil and Environmental, LLC, in connection with the Debuys Road Pump Station Replacement Project, authorizing the Mayor to execute the same, and for related purposes.

-
- 16** Resolution - approving Professional Services Agreement with Danny Meadors, and for related purposes.
- 17** Resolution - approving Project Design for Oak Island Drainage Improvements Project, and for related purposes.
- 18** Resolution - awarding bid and approving Contract(s) for Term Contract Group C - Sundry Road Materials.
- 19** Resolution - awarding bid and approving Contract(s) for Term Contract C2A - Culvert & Ram Neck Piping to Southern Waterworks.
- 20** Resolution - awarding bid and approving Contract(s) for Term Contract Group U - Electronic Equipment.
- 21** Resolution - approving Amendment No. 2 to Professional Services Agreement for Hurricane Zeta Debris Removal Monitoring Services with Tetra Tech, Inc., and for related purposes.
- 22** Resolution - authorizing a contribution of funds to the Harrison County Soil and Water Conservation District pursuant to Miss. Code Ann. § 69-27-24 (2012), and for related purposes.
- 23** Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport (Fire Department), and for related purposes.
- 24** Resolution - authorizing Vacation and Release of Easement, authorizing the Mayor to execute Instrument effectuating said Release, and for related purposes.
- 25** Resolution - declaring certain municipal personal property to be surplus and authorizing the donation of the same to the Harrison County Sheriff's Department, and for related purposes.
- 26** Resolution - reconfirming and extending the status of a State of Emergency due to the spread of COVID-19 and potential associated impacts which threaten to affect areas within the City, and for related purposes.
- 27** Resolution - reconfirming and extending the status of a State of Emergency due to the impacts of Hurricane Zeta on the City of Gulfport, and for related purposes.

Budget Amendments / Docket of Claims

- 28 Budget Amendment #31 - increasing line items 276 Training and Travel from 276 Operating Supplies.
- 29 Budget Amendment #32 - increasing line item Photo & Fingerprint from police property unclaimed money.
- 30 Budget Amendment #33 - increasing line item Photo & Fingerprint from police property unclaimed money.
- 31 Budget Amendment #34 - increasing line item 277 Vehicles from restitution.
- 32 Docket of Claims - to be approved through February 3, 2021.

Routine Agenda

- 33 Resolution - awarding bids for lot clean-ups and/or demolitions.
- 34 Letter - regarding bid awarded by Purchasing to ITSAVVY Inc. for New World Server Parts - Information Systems - to be made a part of the minutes.
- 35 Letter - regarding bid awarded by Purchasing to Marina Products for Fiberglass Dock Boxes - Leisure Services Department - to be made a part of the minutes.
- 36 Letter - regarding bid awarded by Purchasing to Rocking C for Engine 14 Pumper Repairs - Fire Department - to be made a part of the minutes.
- 37 Ratification - of Oaths of Office - to be made a part of the minutes.
- 38 Letter - 2021 CPI Increase Contract for Operations and Maintenance of Water and Sewer, Streets and Drainage Systems.
- 39 Ratification - of previously approved and executed Agreements/Contracts/Documents - to be made a part of the minutes.
- 40 Request - approval of Terms associated with DEA seized/forfeiture properties.

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

- **Mrs. Dorothy Elizabeth Mitchell**
- **Mr. James Hardy**

Executive Session

Setting of Next Meeting and Adjournment

There came on for consideration at a duly constituted meeting of the City Council and Mayor of the City of Gulfport held on the ____ day of _____, 2021, the following Ordinance:

ORDINANCE NO. _____

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

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission and City departments, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that ad valorem tax parcel number 1009L-02-001.001, which is generally described as being located north of Hillcrest Road, south of Dolphin Lane, east of and adjacent to Lorraine Road, and west of and adjacent to Old Lorraine Road, should be rezoned from its present classification of R-1-7.5 (Single-family) District to B-1 (Neighborhood business) District. The Case File Number is 2012PC164.

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

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

Ad valorem tax parcel number 1009L-02-001.001 is legally described as:

A PARCEL OF LAND SITUATED AND BEING LOCATED IN A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 10 WEST WITH THE WESTERLY MARGIN OF LORRAINE ROAD; THENCE RUN NORTH 00 DEGREES 13 MINUTES 02 SECONDS EAST 50 FEET ALONG THE WESTERLY MARGIN OF LORRAINE ROAD TO THE NORTHERLY MARGIN OF HILLCREST ROAD TO AN IRON ROD FOUND; THENCE NORTH 00°13'02" EAST A DISTANCE OF 88.46 TO AN IRON ROD FOUND; THENCE NORTH 89°46'58" WEST A DISTANCE OF 8.9 TO THE POINT OF BEGINNING; THENCE NORTH 89°46'58" WEST A DISTANCE OF 36.1 TO AN IRON ROD; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 435.35 FEET ALONG SAID CURVE HAVING A CHORD DIRECTION OF NORTH 08°53'29" WEST AND A CHORD LENGTH OF 137.84 FEET; THENCE NORTH 18°00'01"

WEST A DISTANCE OF 365.47 TO A POINT; THENCE NORTH 17°11'06" WEST A DISTANCE OF 84.90 TO A POINT; THENCE NORTH 09°07'30" EAST A DISTANCE OF 221.99 TO A POINT; THENCE NORTH 84°28'15" EAST A DISTANCE OF 151.32 TO A POINT; THENCE SOUTH 00°41'16" EAST A DISTANCE OF 798.83 TO THE POINT OF BEGINNING;
CONTAINING 2.22 ACRES OR 9652.01 SQUARE FEET MORE OR LESS.

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

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

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

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

YEAS:

ABSTENTIONS:

ABSENCES:

NAYS:

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

(SEAL:)

ATTEST:

ADOPT:

CLERK OF THE COUNCIL

PRESIDENT

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

BILLY HEWES, Mayor

MISCELLANEOUS PAYMENT RECPT#: 11472179
CITY OF GULFPORT

GULFPORT, MS 39501

DATE: 09/06/22 TIME: 15:49:04
CLERK: cbrown DEPT:
CUSTOMER#:

COMMENT:

CHG: PZD PLANNING AND ZO 175.00

AMOUNT PAID: 175.00

PAID BY: DONOVAN SCRUGGS
PAYMENT METH: CHECK
1556

REFERENCE:

AMT TENDERED: 175.00
AMT APPLIED: 175.00
CHANGE: .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	83255	1009M-03-004.000	MYERS SHARON L (OWNER)	142 EDGEWATER DR	BILOXI	MS	39531
	55922	1009M-03-006.000	MYERS SHARON L (OWNER)	142 EDGEWATER DR	BILOXI	MS	39531
			Adjacent Property Owners (2210PC191)				
	105964	1009M-01-001.007	ALCO LLC	9230 OLD LORRAINE ROAD	GULFPORT	MS	39507
	121635	1009M-01-001.048	ALLEN MISSY K	11498 BRIARSTONE PLACE	GULFPORT	MS	39503
	112474	1009M-03-010.024	ASCHENBACH KATHERINE C	11612 STANTON CIR	GULFPORT	MS	39503
	121600	1009M-01-001.011	ATCHINSON WILLIAM BRIAN & SANDRA MO	11497 BRIARSTONE PLACE	GULFPORT	MS	39503
	112484	1009M-03-010.034	BAGWELL DOUGLAS & TAMMY	11536 STANTON CIRCLE	GULFPORT	MS	39503
	83160	1009L-02-004.000	BALL LINA L	9318 OLD LORRAINE RD	GULFPORT	MS	39503
	97619	1009L-02-019.002	BC3 PROPERTIES LLC	7247 LIVE OAK WAY	PASS CHRISTIAN	MS	39571
	55904	1009L-02-033.000	BERGMANN CARY & TELLYE J'ANNA	12541 SOUTH LAKE FOREST DR	GULFPORT	MS	39503
	127594	1009M-01-001.065	BEYERSTEDT MICHAEL D & KELLY D	11489 BRIARSTONE PL	GULFPORT	MS	39503
	144049	1009M-03-007.008	BOX BRADLEY EUGENE & KAILEN NICOLEA	9442 CARRIAGEWOOD DR	GULFPORT	MS	39503
	120943	1009L-03-041.000	BROADUS JENNIFER	9347 EVANS RD	GULFPORT	MS	39503
	120945	1009L-03-043.000	BRUNT DERRY H & BONNIE B	9367 EVANS RD	GULFPORT	MS	39503
	55911	1009M-01-002.000	BUCHANAN CURTIS LEE III	9166 LORRAINE ROAD	GULFPORT	MS	39503
	83166	1009L-03-007.000	BULLDOG ISLAND LLC	806 WASHINGTON AVE	OCEAN SPRINGS	MS	39564
N	137970	1009L-02-001.001	BULLDOG ISLAND LLC	806 WASHINGTON AVE	OCEAN SPRINGS	MS	39564
	55890	1009L-02-015.000	BULLOCK JERRY H & FELICIA S	11167 CREEL CIR	GULFPORT	MS	39503
	97618	1009L-02-019.001	CARROLL REVOCABLE TRUST ANTHONY BRU	2437 TEAL SHORE CT	LEAGUE CITY	TX	77573
	112496	1009M-03-010.046	CENTANNI RICHARD P & HELEN K	11458 STANTON CIR	GULFPORT	MS	39503
	121601	1009M-01-001.012	CHAMBLISS DAVID W & ANGELA R	11499 BRIARSTONE PLACE	GULFPORT	MS	39503
	55882	1009L-02-030.000	CHIVAS JOHN F	11354 CREEL CIRCLE	GULFPORT	MS	39503
	121630	1009M-01-001.043	CHOUINARD PAUL	11561 BRIARSTONE PLACE	GULFPORT	MS	39503
	82541	1009L-02-002.000	CLARK V A	P O BOX 3327	GULFPORT	MS	39505
	112497	1009M-03-010.047	CLEVELAND GAINES H & RACHELLE R	11450 STANTON CIR	GULFPORT	MS	39503
	55861	1009L-03-020.000	COSTON ELIZABETH ANN	11492 HILLCREST RD	GULFPORT	MS	39503
	55878	1009L-02-018.000	CREEL ALFRED C ETAL	9298 LORRAINE RD	GULFPORT	MS	39503
	55907	1009L-03-022.000	CREEL BARNEY M & CYNTHIADORA R	P O BOX 6825	GULFPORT	MS	39506
	125089	1009L-03-021.001	CREEL BARNEY M & CYNTHIADORA R	19536 CHAMPION CR	GULFPORT	MS	39503
N	55862	1009L-03-021.000	CREEL BARNEY M & CYNTHIADORA R	19536 CHAMPION CR	GULFPORT	MS	39503
N	125090	1009L-03-021.002	CREEL BARNEY M & CYNTHIADORA R	19536 CHAMPION CIR	GULFPORT	MS	39503
N	125092	1009L-03-021.003	CREEL BARNEY M & CYNTHIADORA R	19536 CHAMPION CIR	GULFPORT	MS	39503
	112514	1009M-03-010.064	CROAL EDWARD J & LORI M	11555 STANTON CIRCLE	GULFPORT	MS	39503
	121632	1009M-01-001.045	DARBY DEBORAH K & YOUNG ROBERT B	11565 BRIARSTONE PL	GULFPORT	MS	39503
	83162	1009L-02-014.000	DEHM MICHAEL W	11187 CREEL CIR	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	55876	1009L-02-029.000	DEJONG BILL	2781 MARTIN RD	MT VERNON	WA	98273
	120940	1009L-03-038.000	DYAL JONATHAN P & SARA M	9360 OAK ISLAND RD	GULFPORT	MS	39507
	121595	1009M-01-001.008	EDWARDS GEORGE W & DONNA W	11491 BRIARSTONE PLACE	GULFPORT	MS	39503
	120942	1009L-03-040.000	ELLE DEE & ASSOCIATES INC	9612 SOUTH 4TH AVENUE	INGLEWOOD	CA	90305
	112488	1009M-03-010.038	ELY JEREMY & SHELLIE COVINGTON	11510 STANTON CIRCLE	GULFPORT	MS	39503
	112472	1009M-03-010.022	FELLOWS ALFRED W -L/E-	11626 STANTON CIRCLE	GULFPORT	MS	39503
	121638	1009M-01-001.051	FORE CHRISTOPHER	11504 BRIARSTONE PL	GULFPORT	MS	39503
	55886	1009L-02-011.000	FORE TRUDY DIANE ETAL	12146 DEDEAUX RD	GULFPORT	MS	39503
	112509	1009M-03-010.059	GAINES STEPHEN M & JULIE P	9189 ASHBURN LANE	GULFPORT	MS	39503
	112510	1009M-03-010.060	GAINES STEPHEN M & JULIE P	9189 ASHBURN LANE	GULFPORT	MS	39503
	55891	1009L-02-016.000	GARNER JUDY L	11157 CREEL CIR	GULFPORT	MS	39507
	121626	1009M-01-001.039	GODARD CATHY ANN OSER & RUSSELL K	11553 BRAIRSTONE PLACE	GULFPORT	MS	39503
	112511	1009M-03-010.061	GRAHAM JOHN & NICOLE	9169 ASHBURN LANE	GULFPORT	MS	39503
	55884	1009L-02-008.000	GREER DERONDA L	11164 CREEL CIRLCE	GULFPORT	MS	39503
	104819	1009L-02-014.001	GRISWOLD SUSAN	P O BOX 8051	GULFPORT	MS	39506
	112482	1009M-03-010.032	GUILD TAYLOR III & SANDY L	11550 STANTON CIRCLE	GULFPORT	MS	39507
	55909	1009M-01-001.000	HAARALA ZACHARY R & KELSEY M	11485 BRIARSTONE PL	GULFPORT	MS	39503
	112490	1009M-03-010.040	HAGE LAURENCE M & JESICA	11500 STANTON CIR	GULFPORT	MS	39503
	144046	1009M-03-007.005	HAGE LAURENCE M & JESICA	11500 STANTON CIRCLE	GULFPORT	MS	39503
	112494	1009M-03-010.044	HAGE PHILIP J JR & JENNIFER K	P O BOX 6725	GULFPORT	MS	39506
	112481	1009M-03-010.031	HAMMONS TIFFANY COOPER & DAVID W	11560 STANTON CIRCLE	GULFPORT	MS	39503
	112468	1009M-03-010.018	HANCOCK DOUGLAS A & TIFFANY R	11650 STANTON CIRCLE	GULFPORT	MS	39503
	112491	1009M-03-010.041	HARRIS TYLER A & AMANDA LEBLANC	11490 STANTON CIR	GULFPORT	MS	39503
	112469	1009M-03-010.019	HARRISON CECIL P III	11644 STANTON CIR	GULFPORT	MS	39503
	55856	1009L-03-001.000	HARRISON CO DEV COMM	P O BOX 1870	GULFPORT	MS	39502
	83159	1009L-02-001.000	HARRISON CO DEV COMM	12281 INTRAPLEX PARKWAY	GULFPORT	MS	39503
N	103061	1009L-02-033.002	HARRISON CO WASTEWATER MGMT				0
	144051	1009M-03-007.010	HATFIELD BARBARA	9452 CARRIAGEWOOD DR	GULFPORT	MS	39507
	121649	1009M-01-001.062	HEALY ALYSSIA S	13105 WOODRIDGE COURT	GULFPORT	MS	39503
	121631	1009M-01-001.044	HIGHTOWER KARL C & JESSICA M	11563 BRIARSTONE PLACE	GULFPORT	MS	39503
	95239	1009M-03-010.002	HILLCREST MINI STORAGE LLC	831 E SCENIC DR	PASS CHRISTIAN	MS	39571
N	83169	1009M-01-001.001	HILLCREST MINI STORAGE LLC	831 E SCENIC DR	PASS CHRISTIAN	MS	39571
	112483	1009M-03-010.033	HINES TERRY M & WATSON CARRIE R	11544 STANTON CIR	GULFPORT	MS	39507
	112506	1009M-03-010.056	HINTON RENE D & LORENZO A	9166 ASHBURN LANE	GULFPORT	MS	39503
N	112507	1009M-03-010.057	HINTON RENE D & LORENZO A	9166 ASHBURN LANE	GULFPORT	MS	39503
	112492	1009M-03-010.042	HOLDER JONATHAN B & NICOLE MIKETINA	114800 STANTON CIR	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	112500	1009M-03-010.050	HOLLEMAN HOLLIS TAYLOR & LUCY J	11655 STANTON CIR	GULFPORT	MS	39503
	120936	1009L-03-034.000	HUGHES BEN & MICHELE	9371 OAK ISLAND	GULFPORT	MS	39503
N	120938	1009L-03-036.000	HUGHES BEN & MICHELE	9371 OAK ISLAND RD	GULFPORT	MS	39503
	103066	1009M-01-001.006	ISLAND GARDEN SHOP LLC	9244 OLD LORRAINE RD	GULFPORT	MS	39503
	112512	1009M-03-010.062	JACOBS COURTNEY & BRYAN	9163 ASHBURN LANE	GULFPORT	MS	39503
	121636	1009M-01-001.049	KAJDAN MARY REBECCA KREMER	11500 BRIARSTONE PLACE	GULFPORT	MS	39503
	120937	1009L-03-035.000	KALIL HARVEY H JR & JENNIFER D	9361 OAK ISLAND ROAD 7055	GULFPORT	MS	39503
	112501	1009M-03-010.051	KARETAS JOHN A & CARA M	24 BAYOU VIEW DR	GULFPORT	MS	39507
	112493	1009M-03-010.043	KARETAS JOHN ALEX & CARA M	11474 STANTON CIRCLE	GULFPORT	MS	39503
	83256	1009M-03-010.001	KAT5 LLC	9153 LORRAINE RD	GULFPORT	MS	39503
	55883	1009L-02-005.000	KEWLEY CHARLES W	11134 CREEL CIR	GULFPORT	MS	39503
	121602	1009M-01-001.013	KILPATRICK STEPHANIE G	11501 BRIARSTONE PLACE	GULFPORT	MS	39503
	121634	1009M-01-001.047	KIRKLIN LISA K & DWIGHT D	11569 BRIARSTONE PLACE	GULFPORT	MS	39503
	112508	1009M-03-010.058	KNOX WILLIAM III & SHELLEY R	9188 ASHBURN LN	GULFPORT	MS	39503
	112477	1009M-03-010.027	KOTSAKOS WENDY A & JOHN D	11586 STANTON CIR	GULFPORT	MS	39503
	121648	1009M-01-001.061	LADNER ASHLEE	11556 BRIARSTONE PLACE	GULFPORT	MS	39503
	121627	1009M-01-001.040	LADNER MICHAEL K	11555 BRIARSTONE PLACE	GULFPORT	MS	39503
	121637	1009M-01-001.050	LE HUNG MINH & LAN T	8390 HWY 90	GULFPORT	MS	39501
	55916	1009M-03-001.000	LECA DEVELOPMENT LLC	9231 LORRAINE RD	GULFPORT	MS	39503
	120689	1009M-03-010.070	LEE KELLY A & DEANN FONTENOT	11645 STANTON CIR	GULFPORT	MS	39503
	120939	1009L-03-037.000	MAGEE LINDA K & WILLIAM D	9370 OAK ISLAND RD	GULFPORT	MS	39503
	112479	1009M-03-010.029	MARQUEZ JOHN T JR	11570 STANTON CIR	GULFPORT	MS	39503
	112475	1009M-03-010.025	MARSHALL BARRY & BARBARA	11600 STANTON CIR	GULFPORT	MS	39503
	112516	1009M-03-010.066	MASSEY JUSTIN C & HELEN ELIZABETH P	11501 BRIARSTONE PLACE	GULFPORT	MS	39503
	112504	1009M-03-010.054	MAXWELL RYBON R & GINGER A	11595 STANTON CIRCLE	GULFPORT	MS	39503
	112166	1009M-03-010.008	MCCRARY MARGARET O & R BRYANT	9150 RIDGE RD	GULFPORT	MS	39503
	120941	1009L-03-039.000	MCDANIEL MARK H	28 SHORELINE LANE	GULFPORT	MS	39503
	144042	1009M-03-007.001	MCGUIRE DALTON D JR	9447 CARRIAGE WOOD DR	GULFPORT	MS	39503
N	144044	1009M-03-007.003	MCGUIRE DALTON D JR	9447 CARRIAGE WOOD DR	GULFPORT	MS	39503
N	144045	1009M-03-007.004	MCGUIRE DALTON D JR	9447 CARRIAGE WOOD DR	GULFPORT	MS	39503
N	144050	1009M-03-007.009	MCGUIRE DALTON D JR	9447 CARRIAGE WOOD DR	GULFPORT	MS	39503
	55917	1009M-03-007.000	MICNAIR MARY L	9458 CARRIAGEWOOD DR	GULFPORT	MS	39503
	55923	1009M-03-008.000	MERIWETHER JOHN F	11511 HILLCREST RD	GULFPORT	MS	39503
	112459	1009M-03-010.009	MISS DEPT OF TRANSPORTATION C/O RIGHT P O BOX 1850		JACKSON	MS	39215
N	112462	1009M-03-010.012	MISS DEPT OF TRANSPORTATION C/O RIGHT P O BOX 1850		JACKSON	MS	39215
N	112466	1009M-03-010.016	MISS DEPT OF TRANSPORTATION C/O RIGHT P O BOX 1850		JACKSON	MS	39215

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
121596	1009M-01-001.009		MUNN STUART TAYLOR & CHAILLE CLEMEN	11493 BRIARSTONE PLACE	GULFPORT	MS	39503
121633	1009M-01-001.046		NEZAT DAVID ALAN & TONI O	11567 BRIARSTONE PLACE	GULFPORT	MS	39503
144048	1009M-03-007.007		NGUYEN HALELA & TOM GUTIERREZ	9438 CARRIAGEWOOD DR	GULFPORT	MS	39503
82540	1009L-02-003.000		NORTON MARIA E & JAMES H	9332 OLD LORRAINE RD	GULFPORT	MS	39503
121628	1009M-01-001.041		O'NEILL COLIN W & LINDY C	11557 BRAIRSTONE PLACE	GULFPORT	MS	39503
112234	1009L-03-024.000		ORMES GIFFORD W	11509 TREELAWN RD	GULFPORT	MS	39503
112513	1009M-03-010.063		OWEN MITCHELL L	9155 ASHBURN LANE	GULFPORT	MS	39503
120947	1009L-03-045.000		PALAZZO MURIEL MCCARTY	11530 TREELAWN ST	GULFPORT	MS	39503
112467	1009M-03-010.017		PEIXOTO MANNY D	11662 STANTON CIRCLE	GULFPORT	MS	39503
55860	1009L-03-010.000		PEMBERTON GARLON	P O BOX 2965	GULFPORT	MS	39505
83167	1009L-03-009.000		PEMBERTON GARLON A JR	9591 SOUTH BAYOU BEND DR	GULFPORT	MS	39503
120944	1009L-03-042.000		PERRY DAVID JAMES & ASHLEY NICOLE	9359 EVANS ROAD	GULFPORT	MS	39507
112505	1009M-03-010.055		PHILLIPS JOY L & FRANK W	9164 ASHBURN LN	GULFPORT	MS	39503
112480	1009M-03-010.030		PLATT JOSHUA P & KATHRYN BREARD	11564 STANTON CIRCLE	GULFPORT	MS	39503
121599	1009M-01-001.010		PURVIS CHERRYL DARLENE	11495 BRIARSTONE PLACE	GULFPORT	MS	39503
144047	1009M-03-007.006		RAY EVA	9433 CARRIAGEWOOD DR	GULFPORT	MS	39503
55864	1009L-03-018.000		ROBICHEAUX BOBBIE R	11508 HILLCREST RD	GULFPORT	MS	39503
55863	1009L-03-019.000		ROBICHEAUX LAUREN B & JOHN	11504 HILLCREST RD	GULFPORT	MS	39503
112515	1009M-03-010.065		RODGERS EDWARD J & PAMELA J	11539 STANTON CIR	GULFPORT	MS	39503
83163	1009L-02-019.000		RUCKMAN ROCKY	11367 CREEL CIR	GULFPORT	MS	39503
55902	1009L-02-032.000		RUCKMAN ROCKY FRED	11367 CREEL CIR	GULFPORT	MS	39503
55905	1009L-02-007.000		RUSSELL KIM D	11154 CREEL CIR	GULFPORT	MS	39503
112503	1009M-03-010.053		SAMS WILLIAM C III	P O BOX 148	GULFPORT	MS	39502
101970	1009M-03-010.005		SAV-A-LIFE OF MISS GULF COAST	9155 LORRAINE RD	GULFPORT	MS	39503
112473	1009M-03-010.023		SCHLOEGEL JENNIFER T	11618 STATNTON CIR	GULFPORT	MS	39503
144043	1009M-03-007.002		SIMPSON JACLYN H & ROBERT R III	9453 CARRIAGEWOOD DR	GULFPORT	MS	39503
112495	1009M-03-010.045		SLIMAN RICHARD W & CATHERINE G	11460 STANTON CIRCLE	GULFPORT	MS	39503
55903	1009L-02-031.000		SULLIVAN MARK K & PAMELA D	11358 CREEL CIRCLE	GULFPORT	MS	39503
121603	1009M-01-001.014		SURGINER SUGAR	11503 BRIARSTONE PL	GULFPORT	MS	39503
112476	1009M-03-010.026		SUTTON ROBERT L III & CHRISTIE B	11590 STANTON CIRCLE	GULFPORT	MS	39503
55871	1009L-02-006.000		SWAREK THOMAS L	1261 PASS ROAD	GULFPORT	MS	39501
55892	1009L-02-017.000		THOMPSON ELIZABETH LEE -EST-	11167 CREEL CIR	GULFPORT	MS	39503
115337	1009M-03-010.069		TLC PROPERTIES INC	10571 OUTDOOR WAY	GULFPORT	MS	39503
55885	1009L-02-009.000		TRAN MINH & HUNG VAN TRAN	4825 KEYWOOD LANE	SANTA ANA	CA	92703
112470	1009M-03-010.020		VARNEY JONATHAN R & BRITTANY J	11638 STANTON CIRCLE	GULFPORT	MS	39503
112498	1009M-03-010.048		VASQUEZ ALEX WADE & MARGOT DANE	11461 STANTON PL	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
121647	1009M-01-001.060	VYVERBERG JAMES R & MARILYNN		11554 BRIARSTONE PL	GULFPORT	MS	39503
93766	1009M-01-001.005	W C FORE TRUCKING CO INC		14270 CREOSOTE RD	GULFPORT	MS	39503
121604	1009M-01-001.015	WARREN SHIRLE J		11505 BRIARSTONE PLACE	GULFPORT	MS	39503
112478	1009M-03-010.028	WEITZEL RANDALL J & DEBRA S-TRUSTEE		11578 STANTON CIR	GULFPORT	MS	39503
121625	1009M-01-001.038	WERT BRYCE C & KAMI G		11551 BRIARSTONE PLACE	GULFPORT	MS	39503
112489	1009M-03-010.039	WHITE JANNA M		11502 STANTON CIRCLE	GULFPORT	MS	39503
109551	1009L-02-029.001	WILLIAMS MAURICE D		11338 CREEL CIR	GULFPORT	MS	39503
112499	1009M-03-010.049	WOLFSON ERIC H		11445 STANTON CIRCLE	GULFPORT	MS	39503
55887	1009L-02-010.000	WOODS CHADE & HUDSON CASSIE		11180 CREEL CIR	GULFPORT	MS	39503
55875	1009L-02-020.000	WRIGHT JERRY A		11337 CREEL CIR	GULFPORT	MS	39503
120946	1009L-03-044.000	ZAHEDI AARON		P O BOX 7182	GULFPORT	MS	39506

The map displays a residential neighborhood with the following streets and lot numbers:

- Streets:** Evans Rd, Tree Lawn St, Hillcrest Rd, Old Lorraine Rd, Morningside Dr, Ridge Rd, Oak Pointe Dr, Green Cir, Briars, Dover Dr, Pembroke Cir, Dolphin Ln, Stone Rd, and N Bayou Bend Dr.
- Lot Numbers:**
 - Along Evans Rd: 55856, 120938, 120937, 120939, 120940, 120941, 120942, 120943, 120944, 120945, 120946, 120947, 120948, 120949, 120950, 120951, 120952, 120953, 120954, 120955, 120956, 120957, 120958, 120959, 120960, 120961, 120962, 120963, 120964, 120965, 120966, 120967, 120968, 120969, 120970, 120971, 120972, 120973, 120974, 120975, 120976, 120977, 120978, 120979, 120980, 120981, 120982, 120983, 120984, 120985, 120986, 120987, 120988, 120989, 120990, 120991, 120992, 120993, 120994, 120995, 120996, 120997, 120998, 120999, 121000, 121001, 121002, 121003, 121004, 121005, 121006, 121007, 121008, 121009, 121010, 121011, 121012, 121013, 121014, 121015, 121016, 121017, 121018, 121019, 121020, 121021, 121022, 121023, 121024, 121025, 121026, 121027, 121028, 121029, 121030, 121031, 121032, 121033, 121034, 121035, 121036, 121037, 121038, 121039, 121040, 121041, 121042, 121043, 121044, 121045, 121046, 121047, 121048, 121049, 121050, 121051, 121052, 121053, 121054, 121055, 121056, 121057, 121058, 121059, 121060, 121061, 121062, 121063, 121064, 121065, 121066, 121067, 121068, 121069, 121070, 121071, 121072, 121073, 121074, 121075, 121076, 121077, 121078, 121079, 121080, 121081, 121082, 121083, 121084, 121085, 121086, 121087, 121088, 121089, 121090, 121091, 121092, 121093, 121094, 121095, 121096, 121097, 121098, 121099, 121100, 121101, 121102, 121103, 121104, 121105, 121106, 121107, 121108, 121109, 121110, 121111, 121112, 121113, 121114, 121115, 121116, 121117, 121118, 121119, 121120, 121121, 121122, 121123, 121124, 121125, 121126, 121127, 121128, 121129, 121130, 121131, 121132, 121133, 121134, 121135, 121136, 121137, 121138, 121139, 121140, 121141, 121142, 121143, 121144, 121145, 121146, 121147, 121148, 121149, 121150, 121151, 121152, 121153, 121154, 121155, 121156, 121157, 121158, 121159, 121160, 121161, 121162, 121163, 121164, 121165, 121166, 121167, 121168, 121169, 121170, 121171, 121172, 121173, 121174, 121175, 121176, 121177, 121178, 121179, 121180, 121181, 121182, 121183, 121184, 121185, 121186, 121187, 121188, 121189, 121190, 121191, 121192, 121193, 121194, 121195, 121196, 121197, 121198, 121199, 121200, 121201, 121202, 121203, 121204, 121205, 121206, 121207, 121208, 121209, 121210, 121211, 121212, 121213, 121214, 121215, 121216, 121217, 121218, 121219, 121220, 121221, 121222, 121223, 121224, 121225, 121226, 121227, 121228, 121229, 121230, 121231, 121232, 121233, 121234, 121235, 121236, 121237, 121238, 121239, 121240, 121241, 121242, 121243, 121244, 121245, 121246, 121247, 121248, 121249, 121250, 121251, 121252, 121253, 121254, 121255, 121256, 121257, 121258, 121259, 121260, 121261, 121262, 121263, 121264, 121265, 121266, 121267, 121268, 121269, 121270, 121271, 121272, 121273, 121274, 121275, 121276, 121277, 121278, 121279, 121280, 121281, 121282, 121283, 121284, 121285, 121286, 121287, 121288, 121289, 121290, 121291, 121292, 121293, 121294, 121295, 121296, 121297, 121298, 121299, 121300, 121301, 121302, 121303, 121304, 121305, 121306, 121307, 121308, 121309, 121310, 121311, 121312, 121313, 121314, 121315, 121316, 121317, 121318, 121319, 121320, 121321, 121322, 121323, 121324, 121325, 121326, 121327, 121328, 121329, 121330, 121331, 121332, 121333, 121334, 121335, 121336, 121337, 121338, 121339, 121340, 121341, 121342, 121343, 121344, 121345, 121346, 121347, 121348, 121349, 121350, 121351, 121352, 121353, 121354, 121355, 121356, 121357, 121358, 121359, 121360, 121361, 121362, 121363, 121364, 121365, 121366, 121367, 121368, 121369, 121370, 121371, 121372, 121373, 121374, 121375, 121376, 121377, 121378, 121379, 121380, 121381, 121382, 121383, 121384, 121385, 121386, 121387, 121388, 121389, 121390, 121391, 121392, 121393, 121394, 121395, 121396, 121397, 121398, 121399, 121400, 121401, 121402, 121403, 121404, 121405, 121406, 121407, 121408, 121409, 121410, 121411, 121412, 121413, 121414, 121415, 121416, 121417, 121418, 121419, 121420, 1214

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.

D.7

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:****IPL0093233****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

59.40

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**

October 6, 2022 11:35:41 AM EDT

Amount:

59.40

SCHEDULE FOR AD NUMBER IPL00932330

October 12, 2022

SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00932330**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 PM., Thursday, October 27, 2022 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Zoning Map Amendment 2209PC151, by owners Kenneth & Sherry Simons, tax parcels 0910N-01-007.000, request to rezone from B-2 (General business) to R-B (Residence business) Ward 4

Resubdivision 2209PC175, by owner Steven Austin, tax parcel 0810N-02-023.000, Divide into two new parcels, 2006 30th Street, Zoned B-2 (General business), Ward 3

Zoning Map Amendment 2204PC077, by owner Gulf Coast Shipyard Realty, LLC, tax parcel 0909F-01-001.002, Request to rezone from I-2 (Heavy Industry) to I-3 (Planned industrial park), 13085 Seaway Rd, Ward 5

Planning Commission Approval 2210PC178, by agent John Dixon, tax parcel 0808L-02-017.000, Request approval to allow a medical dispensary use, 11370 HWY 49 Suite G, Zoned B-4 (Highway business), Ward 7

Zoning Map Amendment 2210PC181, by agent Derek Bjornstad, tax parcel 0711K-03-002.000, Request to rezone property from R-1-7.5 (Single-family) to R-2 (Single-family), 4707 Old Pass Rd, Zoned R-1-7.5 (Single-family), Ward 1

Zoning Text Amendment 2210PC184, by CRC Westside, amends the SmartCode Zoning Ordinance, as amended, Section 1.8.1 Damage Due to Emergency Conditions, Section 4.11.1 Damage Due to Emergency Conditions, and Section 5.12.1 Damage Due to Emergency Conditions.

Planning Commission Approval 2210PC185, by agent Stacy Craig, tax parcel 1007M-01-072.000, Request home occupation for a handyman, 13204 Curtis St, Zoned R-E (Residence estate), Ward 6

Zoning Map Amendment 2210PC186, by agent Ashleigh M. Vignes, tax parcel 0908M-01-010.000, Request to rezone from R-1-10 (Single-family) to B-1 (Neighborhood business), 13499 Dedeaux Rd, Ward 5

Special Exception 2210SE188, by agent Frankie Jackson, tax parcel 0809E-02-004.000, Requests a tattoo parlor use, 10000 Factory Shops Blvd, Suite 235, Zone B-4 (Highway business), Ward 3

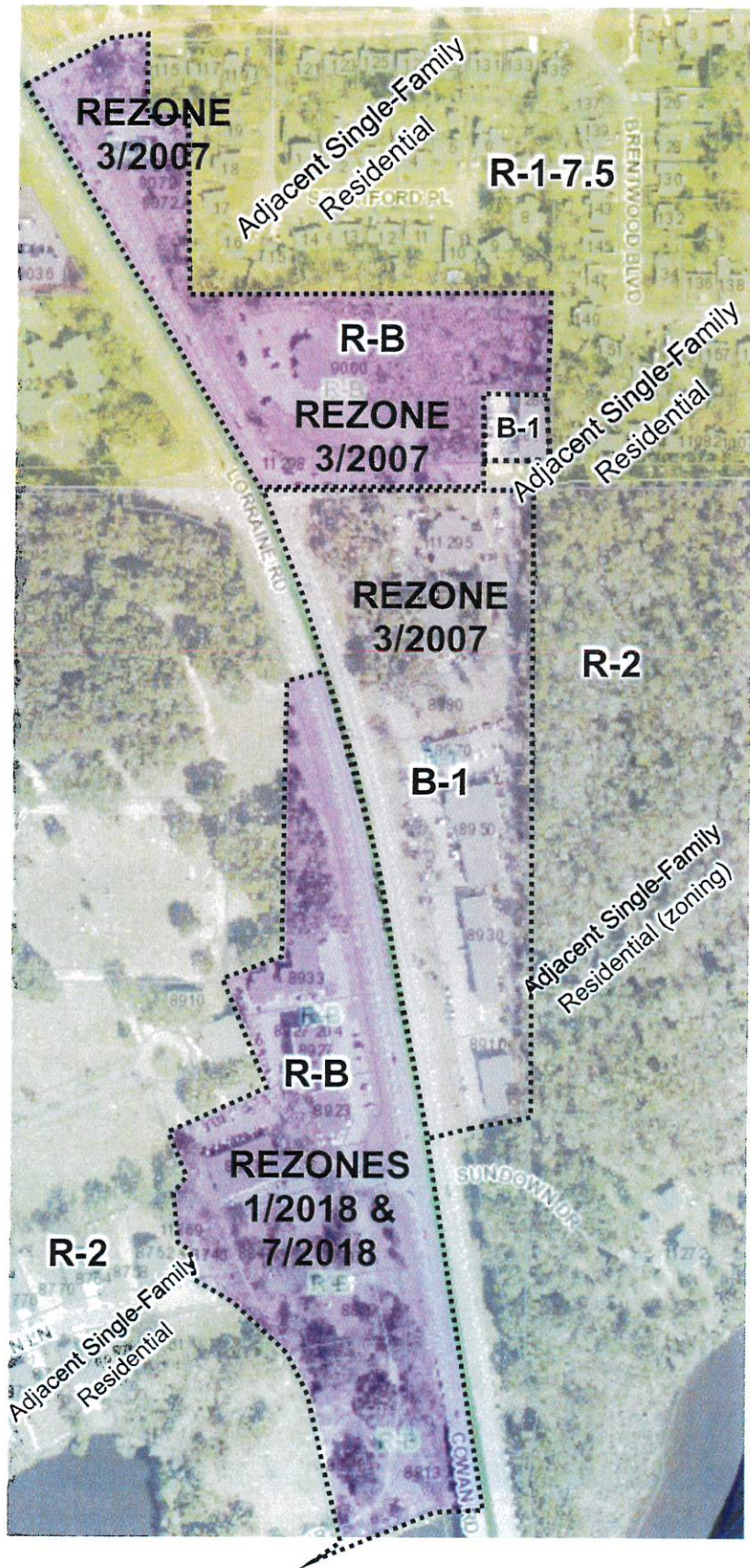
Planning Commission Approval 2210PC190, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive body repair, 2601 15th Ave, Zoned B-2 (General business), Ward 3

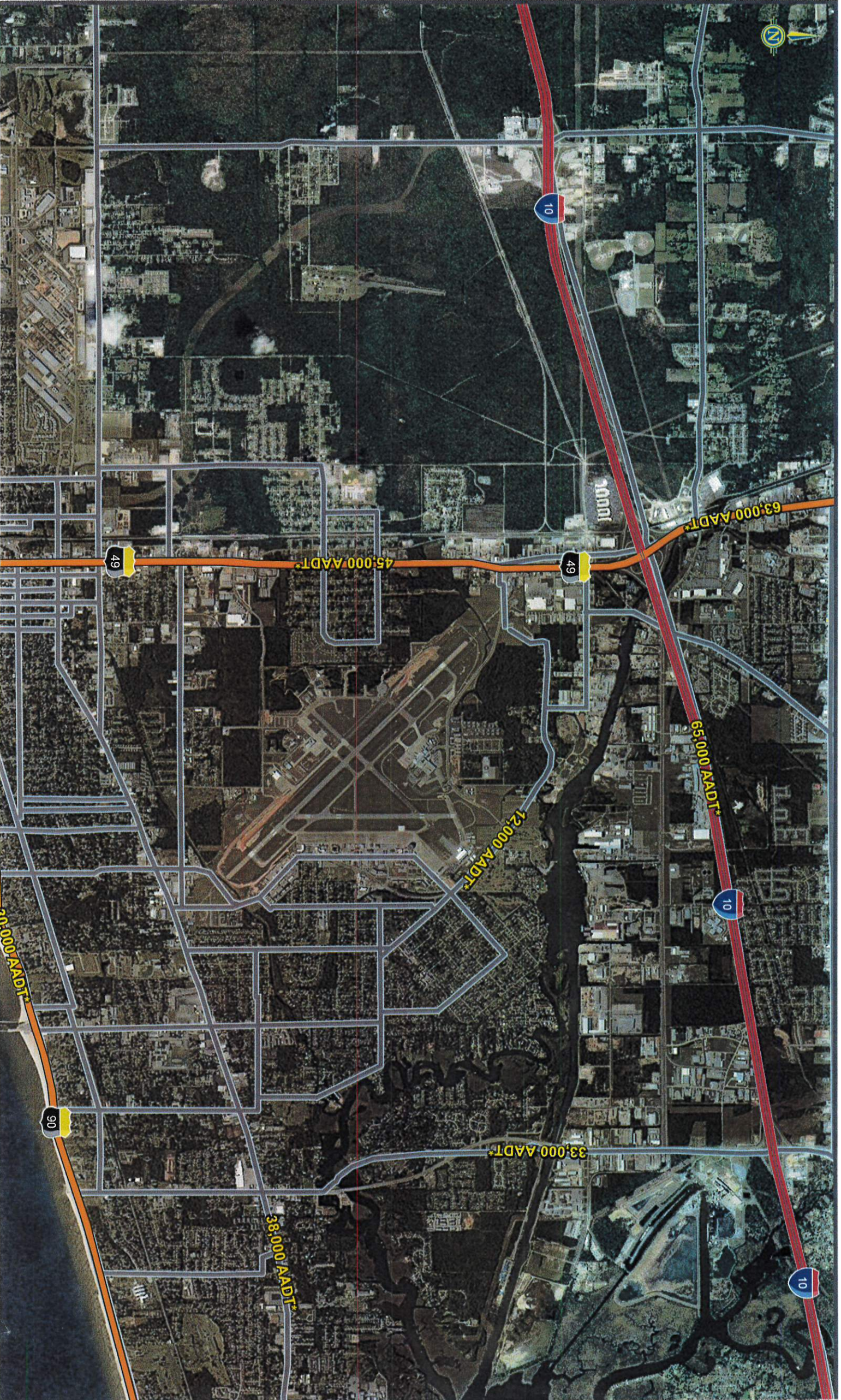
Zoning Map Amendment 2210PC191, by agent Donovan Scruggs, tax parcels 1009M-03-006.000 & 1009M-03-004.000, Requests to rezone property from R-1-7.5 (Single-family) to B-1 (Neighborhood business), 11451 and 11463 Hillcrest Rd, Ward 4

Zoning Map Amendment 2210PC192, by agent Schwartz, Orgler & Jordan, PLLC, tax parcels 1010E-02-008.000 & 1010E-02-008.001, Requests to rezone property from T3 (Sub-Urban Zone) to T4+ (General Urban Zone "Plus"), 1285 Spring St, Ward 4

This the 5th day of October, 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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





63,000 AADT*

45,000 AADT*

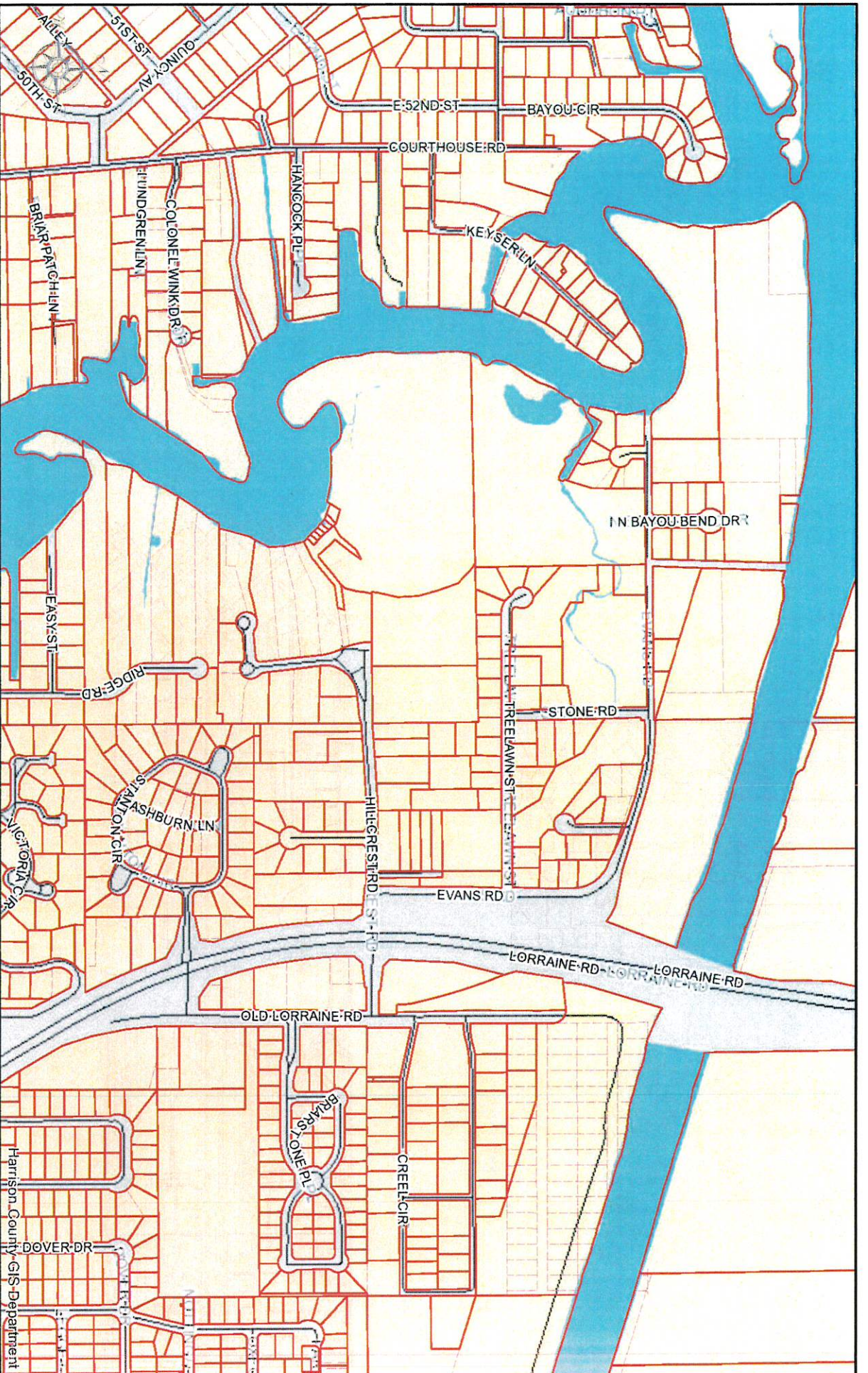
65,000 AADT*

12,000 AADT*

33,000 AADT*

38,000 AADT*

20,000 AADT*

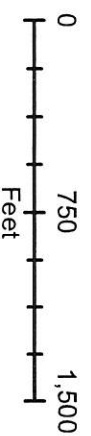


HARRISON COUNTY, MISSISSIPPI

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.

TAL FLURY TAX ASSESSOR

MAP DATE: October 24, 2022





Retail MarketPlace Profile

Polygon 4
Area: 3.16 square miles

Prepared by Esri

Summary Demographics

2021 Population	4,735
2021 Households	1,835
2021 Median Disposable Income	\$72,810
2021 Per Capita Income	\$48,011

NOTE: This database is in mature status. While the data are presented in current year geography, all supply- and demand-related estimates remain vintage 2017.

2017 Industry Summary		NAICS	Demand (Retail Potential)	Supply (Retail Sales)	Retail Gap	Leakage/Surplus Factor	Number of Businesses
Total Retail Trade and Food & Drink	44-45,722		\$95,907,947	\$22,235,578	\$73,672,369	62.4	13
Total Retail Trade	44-45		\$86,587,320	\$21,472,648	\$65,114,672	60.3	10
Total Food & Drink	722		\$9,320,627	\$762,930	\$8,557,697	84.9	3
2017 Industry Group		NAICS	Demand (Retail Potential)	Supply (Retail Sales)	Retail Gap	Leakage/Surplus Factor	Number of Businesses
Motor Vehicle & Parts Dealers	441		\$18,680,690	\$13,775,406	\$4,905,284	15.1	2
Automobile Dealers	4411		\$15,207,107	\$494,242	\$14,712,865	93.7	1
Other Motor Vehicle Dealers	4412		\$1,679,018	\$13,232,623	-\$11,553,605	-77.5	2
Auto Parts, Accessories & Tire Stores	4413		\$1,794,565	\$0	\$1,794,565	100.0	0
Furniture & Home Furnishings Stores	442		\$3,248,963	\$0	\$3,248,963	100.0	0
Furniture Stores	4421		\$2,210,819	\$0	\$2,210,819	100.0	0
Home Furnishings Stores	4422		\$1,038,144	\$0	\$1,038,144	100.0	0
Electronics & Appliance Stores	443		\$2,052,135	\$0	\$2,052,135	100.0	0
Bldg Materials, Garden Equip. & Supply Stores	444		\$5,977,475	\$0	\$5,977,475	100.0	0
Bldg Material & Supplies Dealers	4441		\$5,667,857	\$0	\$5,667,857	100.0	0
Lawn & Garden Equip & Supply Stores	4442		\$309,618	\$0	\$309,618	100.0	0
Food & Beverage Stores	445		\$14,029,963	\$1,550,821	\$12,479,142	80.1	1
Grocery Stores	4451		\$12,362,728	\$0	\$12,362,728	100.0	0
Specialty Food Stores	4452		\$610,260	\$110,439	\$499,821	69.4	1
Beer, Wine & Liquor Stores	4453		\$1,056,975	\$0	\$1,056,975	100.0	0
Health & Personal Care Stores	446,4461		\$5,074,862	\$0	\$5,074,862	100.0	0
Gasoline Stations	447,4471		\$11,120,024	\$0	\$11,120,024	100.0	0
Clothing & Clothing Accessories Stores	448		\$3,060,405	\$610,795	\$2,449,610	66.7	3
Clothing Stores	4481		\$2,020,688	\$610,795	\$1,409,893	53.6	3
Shoe Stores	4482		\$541,006	\$0	\$541,006	100.0	0
Jewelry, Luggage & Leather Goods Stores	4483		\$498,711	\$0	\$498,711	100.0	0
Sporting Goods, Hobby, Book & Music Stores	451		\$2,206,589	\$0	\$2,206,589	100.0	0
Sporting Goods/Hobby/Musical Instr Stores	4511		\$1,852,496	\$0	\$1,852,496	100.0	0
Book, Periodical & Music Stores	4512		\$354,093	\$0	\$354,093	100.0	0
General Merchandise Stores	452		\$16,456,192	\$0	\$16,456,192	100.0	0
Department Stores Excluding Leased Depts.	4521		\$12,204,666	\$0	\$12,204,666	100.0	0
Other General Merchandise Stores	4529		\$4,251,526	\$0	\$4,251,526	100.0	0
Miscellaneous Store Retailers	453		\$3,457,938	\$3,934,469	-\$476,531	-6.4	2
Florists	4531		\$183,702	\$0	\$183,702	100.0	0
Office Supplies, Stationery & Gift Stores	4532		\$1,145,996	\$3,449,844	-\$2,303,848	-50.1	1
Used Merchandise Stores	4533		\$341,167	\$0	\$341,167	100.0	0
Other Miscellaneous Store Retailers	4539		\$1,787,073	\$480,512	\$1,306,561	57.6	1
Nonstore Retailers	454		\$1,222,084	\$0	\$1,222,084	100.0	0
Electronic Shopping & Mail-Order Houses	4541		\$816,684	\$0	\$816,684	100.0	0
Vending Machine Operators	4542		\$131,361	\$0	\$131,361	100.0	0
Direct Selling Establishments	4543		\$274,039	\$0	\$274,039	100.0	0
Food Services & Drinking Places	722		\$9,320,627	\$762,930	\$8,557,697	84.9	3
Special Food Services	7223		\$104,890	\$0	\$104,890	100.0	0
Drinking Places - Alcoholic Beverages	7224		\$191,958	\$0	\$191,958	100.0	0
Restaurants/Other Eating Places	7225		\$9,023,780	\$762,930	\$8,260,850	84.4	3

Data Note: Supply (retail sales) estimates sales to consumers by establishments. Sales to businesses are excluded. Demand (retail potential) estimates the expected amount spent by consumers at retail establishments. Supply and demand estimates are in current dollars. The Leakage/Surplus Factor presents a snapshot of retail opportunity. This is a measure of the relationship between supply and demand that ranges from +100 (total leakage) to -100 (total surplus). A positive value represents leakage of retail opportunity outside the trade area. A negative value represents a surplus of retail sales, a market where customers are drawn in from outside the trade area. The Retail Gap represents the difference between Retail Potential and Retail Sales. Esri uses the North American Industry Classification System (NAICS) to classify businesses by their primary type of economic activity. Retail establishments are classified into 27 industry groups in the Retail Trade sector, as well as four industry groups within the Food Services & Drinking Establishments subsector. For more information on the Retail MarketPlace data, please, click the link below to view the Methodology Statement.

<http://www.esri.com/library/whitepapers/pdfs/esri-data-retail-marketplace.pdf>

Source: Esri and Data Axle. Esri 2020. Updated Demographics. Esri 2017 Retail MarketPlace. Esri 2017 Data Axle. Esri 2017 Data Axle. Esri. All rights reserved.



October 26, 2022

TO WHOM IT MAY CONCERN

RE: Hillcrest Dental Group – Second Floor Rental

I have been requested to write a statement as to the circumstances as to why we have not rented the second floor of our building at 9231 Old Lorraine Road, Gulfport, MS. We primarily have not rented the commercial space at this location because we have been waiting on our contractor to complete construction of the elevator within the building that will provide access to the second floor. We commenced construction last year and have had considerable delays in waiting on delivery of the elevator equipment, electronic parts, and for skilled personnel to install and finally complete same. Our contractor has only recently advised us that the elevator is ready for use. Also, the second floor has not been completely finished with interior walls, bathroom facilities, flooring, and other related items to make it ready for occupancy for rental. This will be our next phase of construction for buildout once we lease the space to a tenant and ascertain their leasehold needs. During the time the elevator has been under construction we have been approached by at least two prospective tenants, a nationwide insurance agency, and a physicians group that have considered the space. Based upon our discussions with our real estate leasing agent we believe there is a significant demand for high quality commercial office space in our area.

A handwritten signature in blue ink, appearing to read 'Theresa Jones, DMD', is written over a light blue horizontal band.

Gulfport hot spot for commercial development getting hotter

By Mike Lacy

Published: Nov. 12, 2021 at 5:51 PM CST

GULFPORT, Miss. (WLOX) - It's hard to miss the construction near the corner of Magnolia Drive and Cowan-Lorraine Road in Gulfport. The main action right now is at the future Woody's Roadside, with partners Doug McPhail and Jeff Glouner.

They say this is the right fit for their third location.

"The area is growing," Glouner said. "The household income is good. A lot of good businesses in the area. It just checks all the boxes."

And growth begets growth. The busy corner has been on the radar for development. A townhouse complex along the bayou and other new commercial growth are all fed by a flood of traffic to and from I-10.

"We saw how it was growing," added McPhail. "We saw the future of it. And, frankly, this is our third attempt to get into this trade area. And this was probably the best choice of all."

Warren Dedeaux is the owner of the three-acre property where Woody's Roadside, the second phase of development will reside.

The first phase was a complex anchored by RPM Pizza, and the third phase will be an office complex and another restaurant: Qdoba Mexican Eats.

"We've kind of struggled for the last five years getting the national brands to kind of bite in this corridor," Dedeaux said. "I think it's a sign that this area's got the demographic and the traffic counts to support development."

The land has been in his family for decades. His grandmother owned and operated Salon Alexanders, which has become the centerpiece of the property.

"I look around and I see new businesses popping up and I'm seeing new energy that I've never seen before," said Alex Deeks, owner of Salon Alexanders. "So, I'm glad to be part of it."

Woody's Roadside should be finished in mid to late February, and Dedeaux is hoping to have Qdoba open by the middle of 2022.

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Businesses owners along Cowan-Lorraine excited to see more developments

By Brandy McGill

Updated: Apr. 26, 2021 at 6:21 PM CDT

GULFPORT, Miss. (WLOX) - Traveling Cowan-Lorraine Road in Gulfport, you may notice more and more construction crews working day in and day out on future developments.

So far this year, the city has issued a total of 79 residential and commercial permits, together reaching a little more than \$56 million.

Nearby businesses believe new development will be a plus for them all.

"We've been here as Eat Right Meal prep for three years," said owner Michele Clarke. "We previously owned the gym Bayou Fitness for ten years around for 10 years and watching the growth is phenomenal.

Clarke said there are about nine other businesses within the exchange shopping center where she's located. Seeing contractors within feet from one another, both next door and across the street, Clarke believes it will serve as a bonus for her business.

"Even from our refrigerated van we keep parked on the side there, we get calls all the time like a billboard," Clarke said. "We love all the different developments going up. It makes it great for business because it's more people always coming."

A year and a half after Hurricane Katrina, Beach Pharmacy picked its spot on Cowan-Lorraine Road.

"It's been a great location," said owner Jason Krohn.

Krohn said moving from Tegarden Road to Cowan, traffic has doubled.

"Next, the old Champion Cleaners have become an urgent care, which is great for our business," Krohn said. "Any good business coming around you is going to be more people and is going to help your business out."

With businesses popping up left and right, Krohn believes it will not only help existing shops but also those unemployed working to bounce back from the pandemic.

"More jobs people can go and get work and help get the economy back going," Krohn said. "I think if COVID gets under control, people will get out and spend more money."

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Condos. Restaurants. Boutiques. Why Cowan Road is a hot spot for new Coast development

BY MARY PEREZ UPDATED JANUARY 12, 2022 11:19 AM

A new shopping plaza on the corner of Cowan Road and Magnolia Street in Gulfport on Wednesday, Jan. 5, 2022. The white facade and frontage on both roads makes it highly visible for the fine wine shop and other tenants locating there. Cowan Road is known by Coast locals the best way to get from the interstate to the beach in Gulfport, and now it's one of the hottest areas for development in South Mississippi. Woody's Roadside Grill, which already has restaurants in Biloxi and Ocean Springs, soon will open in a third location on Cowan Road. Several more restaurants, shops, medical offices and other businesses are under construction. A waterfront condo development is coming just off Cowan at Magnolia Street, bringing more customers to these new businesses.

Brax Clark is building a new plaza at the opposite corner of Cowan Road at Magnolia. Clark owns Bin 605 Fine Wine and Spirits and will move the store to this new location — right next door — in six to eight months.

"It was created for my business," he said of the distinctive white complex that fronts both roads. He needed more room for his store. His other tenants will be professional offices, a small section of retail and a restaurant, which he said will start moving there in the next 60 to 90 days. He's been in business on Cowan Road for about 17 years and said the location is very different than when he started.

"A lot more traffic — it's the main corridor," he said.

Mayor Billy Hewes said Cowan Road "has really developed into a quite a retail and medical corridor." Hewes was a state senator when legislation passed to fund the improvements to the road that is part of a scenic byway that extends from Gulfport to Saucier. The investment is paying off for Gulfport. Limited access means there aren't nearly as many traffic lights on Cowan as on the U.S. 49 north-south corridor, Hewes said. Mississippi Department of Transportation has to approve any curb cuts on Cowan and Hewes said service roads connect businesses to these limited access points.

Officially it is Mississippi 605, but locals know it as Lorraine Road north of the seaway, where most of the businesses are industrial and manufacturing. The area south of that, where it becomes Cowan Road, is where strip centers keep sprouting with similar brick architecture to give the road a unified and attractive appearance.

Those who live near Cowan or commute through that area are are enticed by the variety of new businesses that have opened. During lunch they can shop the Pecan House for goodies or a new outfit at the adjacent stores The Fly Boutique and Dressed in Blue. They can stop for a pizza or to socialize at one of the restaurants after work. Yoga studios and gyms a located also opened along the stretch of road. A new Woody's Roadside Grill is under construction on Cowan Road in Gulfport on Wednesday, Jan. 5, 2022

"(Highway) 605 is seen as a big-time opportunity zone," Hewes said. A sign posted along the west side of Cowan Road at Magnolia shows where Owen & Co. Real Estate plans to build Magnolia Plaza between Pass Road and the Kramer bridge. "We have a strip center designed," said Sherry Owen. Plans call for a 22,000 square foot building, and since posting the sign at the site, she's had lots of interest. "I have a whole folder of people who want to go in," she said, such as owners of coffee shops, restaurants, gyms and medical offices. The cost of materials to build has about doubled in the months it's taken to get the project designed and ready, she said, but she's bullish on the site. Her company bought the parcel across the street on the water and plans to locate the parking on the north side of the building, "just to keep that view open for everyone," she said.

The property has four entry and access points to make it easy in and out on the busy Cowan Road, which she said is a huge plus. "The traffic count there is unbelievable," she said. The rendering of Magnolia Plaza by Machado Patano shows the strip center that will be built at the corner of Cowan Road and Magnolia in Gulfport.

The corridor from I-10 to the beach is one of the most attractive for new development in South Mississippi.

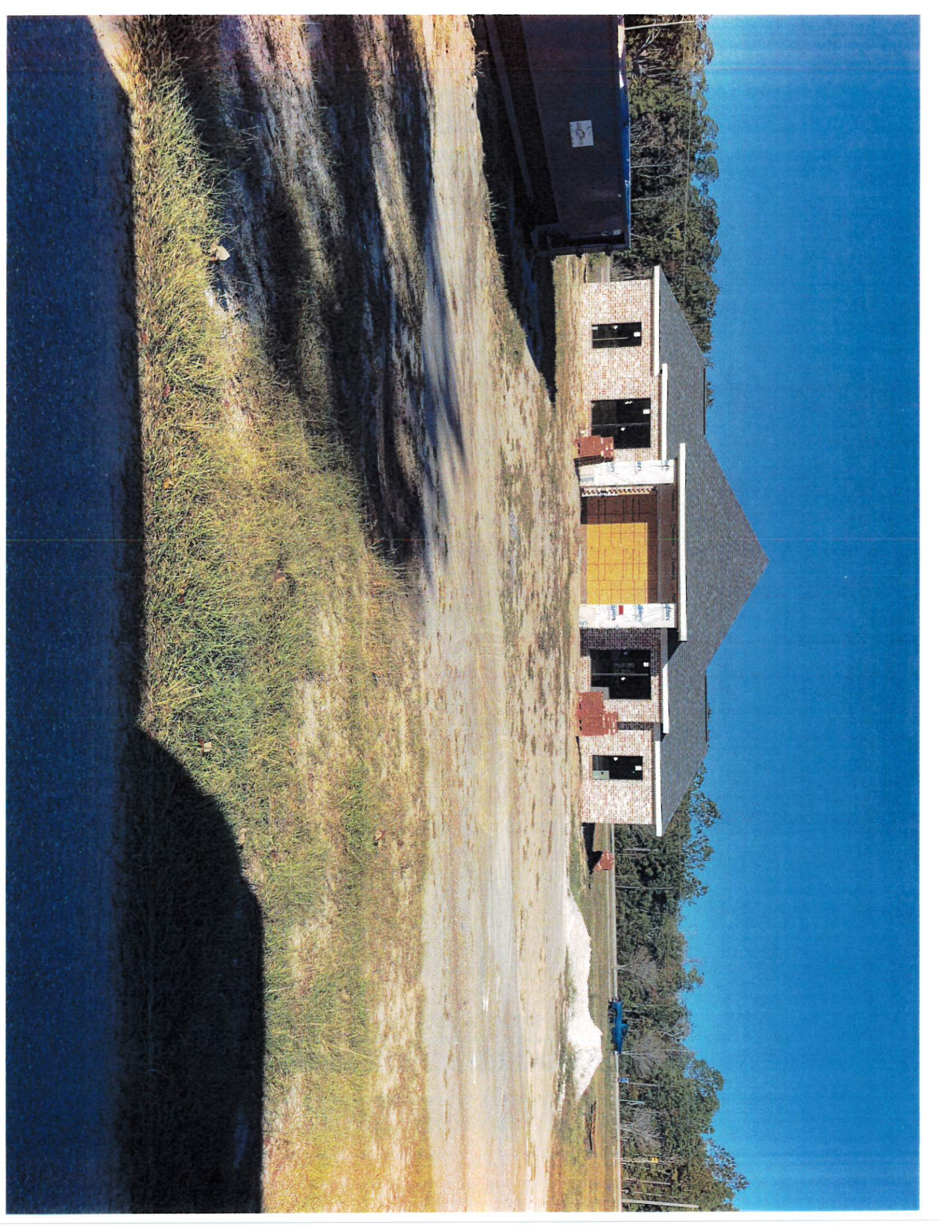
Data from Gulf Regional Planning and Development and MDOT shows about 32,000 vehicles a day traveled Cowan Road from the Wilkes Bridge to near Pass Road in 2020. That's down only 2,000 during the pandemic, when many people started working at home. The numbers for 2021 are not yet available. For the next six months, drivers will have to contend with traffic delays as the Wilkes Bridge is repaired and the road is down to one lane in each direction at the drawbridge, from Reichold to Hillcrest Road. Even with this amount of traffic, Cowan Road is the preferred access road from the interstate to Pass Road and Beach Boulevard. "Nobody wants to fight 49 to go the beach," said Sam Ford, who sells commercial real estate for Coldwell Banker Alfonso Realty. The company built its headquarters on Cowan Road several years ago before development started ramping up and made the building large enough for other offices to locate there.

The opening of Marina Cantina restaurant on Cowan Road in 2020, during the pandemic, has expanded growth in that area beyond strip centers that attract retail and professional offices. "We want to be the spot where you know you're going to eat and hang out awhile," said owner Thomas Genin. They have parking for cars, boats and jet skis and for the golf carts and bicycles neighbors ride from nearby housing communities.

Most of the existing homes are tucked in neighborhoods well off Cowan Road. A new condo development being marketed by Century 21 J. Carter & Company will be built of concrete, with views over the water and will be readily accessible just off Cowan Road. This graphic of traffic counts shows more than 30,000 vehicles a day travel on Cowan Road in Gulfport, even during the coronavirus, when many people began working from home. The count is provided by Gulf Coast Regional Planning Commission and MDOT.

Ford said he bought vacant land near Doctor's Nutrition on the lower part of Cowan Road from Pass Road to the beach "I haven't done anything with it simply because I was waiting for that area to build up," he said. That is happening now, as Ollie's Bargain Outlet and other stores drive more traffic to the shopping center where K-mart used to be at the corner of Cowan and Pass Road. Hewes said new business and residential projects, along with paving more than 100 miles of roads in the city, are on the way. Investors and developers from other areas are discovering Gulfport, he said, "and they want to be part of that growth."

A newer development on Cowan Road in Gulfport features Domino's, Paper Moon and a Memorial Clinic on Wednesday, Jan. 5, 2022. A law office and two boutiques share this building along Cowan Road in Gulfport. Many of the developers have followed the same design for a unified look along the road that leads from I-10 to the beach. Renderings of waterfront housing coming just off Cowan Road and Magnolia street will put residents close to the many businesses that are locating in that area of Gulfport.



Supplement to S. Myers Rezone Application Zoning Map Amendment 2210PC191

Submitted by : Donovan Scruggs, AICP

Date: October 27, 2022

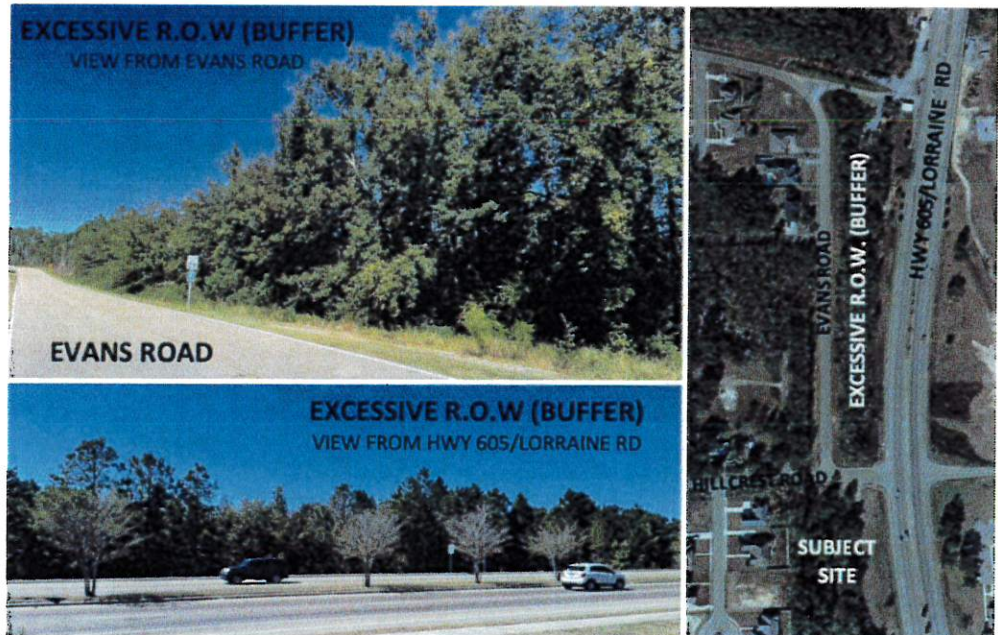
Residential Development on the Island.

A review of building activity along the Highway 605 corridor and other areas between the Industrial Canal and the Benard Bayou bridges (The Island) demonstrates that residential development has not occurred adjacent to the corridor. In fact, the number of residential homes adjacent to the corridor has decreased since the roadway was improved, and the only developments that are occurring adjacent to the corridor are commercial or mixed uses. The "Primary Neighborhood" of The Island has shifted toward a very distinct character where Commercial or Non-Residential Uses are adjacent to the Highway 605 or Lorraine Road Corridor, and residential developments are located behind these Commercial or Non-Residential Uses and away from the corridor.

A number of residential developments have occurred over the years and in every instance these developments are away from or not adjacent to the corridor. In no case has a residential development or a single-family residential structure been developed or constructed adjacent to the corridor in more than 50 years. These new residential

developments are within subdivisions along collector streets or minor streets that are located behind commercial developments, remnants of property associated with acquisitions, excessive rights of way of the Mississippi Department of Transportation, or city streets and rights of way. This is evident along Evans Road where large areas of MDOT right of way separates the Highway 605 corridor from Oak Island, Treelawn and other subdivisions. There is no private property between Evans Road and Highway 605/Lorraine Road, and the excessive

right of way serves as a buffer for residential areas to the west.



While Oak Island Treelawn (and the resubdivision) and other developments are within close proximity to the corridor this area is buffered with significant or excessive MDOT right of way located between Evans Road and the corridor. The corridor is not visible from the Evans Road or structures to the west.

Similarly, remnant parcels near the access to Stanton Place provide buffer for those residential areas. Development of properties that are adjacent to the corridor within this area have been exclusively commercial or mixed use. Over the past 20 years and since the relocation of the corridor, no new residential construction has occurred adjacent to this corridor that continues to increase in intensity and volume. The requirement or restriction that the subject property can only be developed as single-family residential is contrary to the trend and well established development along the corridor. The subject site is the only remaining undeveloped single-family residentially zoned property along the Highway 605 corridor from Beach Boulevard to Dedeaux Road. In recent years, the undeveloped residentially zoned

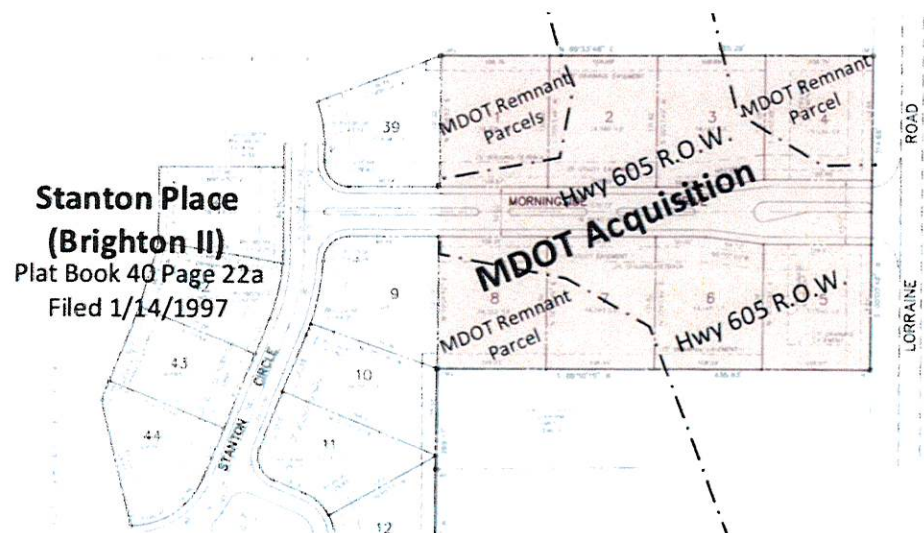
properties have been rezoned to B-1 or R-B to permit commercial development. Maintaining the current single-family residential zoning on this property forces the owner to either leave the property undeveloped as a buffer area for the residential areas to the west, or develop the first residential structures adjacent to the corridor since the reconfiguration. As the corridor has become almost exclusively commercial and has increased in traffic volume to rank among the busiest roadways of Gulfport and the Gulf Coast, it is simply not practical, desirable, or consistent with the City's long-term goals to construct a single-family development on this site. The Gulfport zoning ordinance describes the R-1-7.5 District as being located in areas "where such developments seem likely to occur." Because a single-family structure has not been constructed adjacent to the corridor in more than 20 years and as a result of numerous rezoning to encourage more commercial development, the occurrence of a single-family development on this property is highly unlikely and contrary to the City's goals.

The decisions to build residential away from the Highway 605 is consistent with land use planning practices, and development has followed this trend since the roadway was relocated. Single-family residential is not ideal for primary arterials with high volumes of traffic like Highway 605, Pass Road, or Highway 49. Arterials, as similar to those mentioned, are corridors of commerce that help to fund city services with the revenues that are produced for the activities within these areas. Almost every parcel adjacent to Highway 605 from Beach Boulevard to Dedeaux Road (and every undeveloped or developable parcel with the exception of the subject property) has been zoned either with a commercial or industrial designation. The property is designated within the City's Comprehensive Plan's Future Land Use Map as 'commercial'. In fact, the City of Gulfport has proactively zoned many existing residential structures as commercial despite the residential uses. This is very evident south of Pass Road along the corridor. These residential homes have been zoned T-4+ to encourage, or at minimum permit, the commercial development on these residential sites.

A Review of Locations and Buffering of Residential Areas.

Below is a review of residential development on "the Island" to demonstrate the location and character of these developments.

Stanton Place was filed or platted as Brighton Place in 1997. When the development was platted, Lorraine Road had not been widened or improved in its current configuration. Lots 1 through 8 were acquired by the Mississippi Department of Transportation. Lots 1, 2, 7, and 8 were purchased as damaged and undevelopable due to the access restrictions and roadway design the reduced the sizes of the parcels. Currently, these remnant parcels serve as a buffer area



Lots 1 and 2 (north) and 7 and 8 (south) are remnant parcels from the acquisition for the corridor development. These remnant parcels serve as buffer areas between Stanton Place and the corridor.

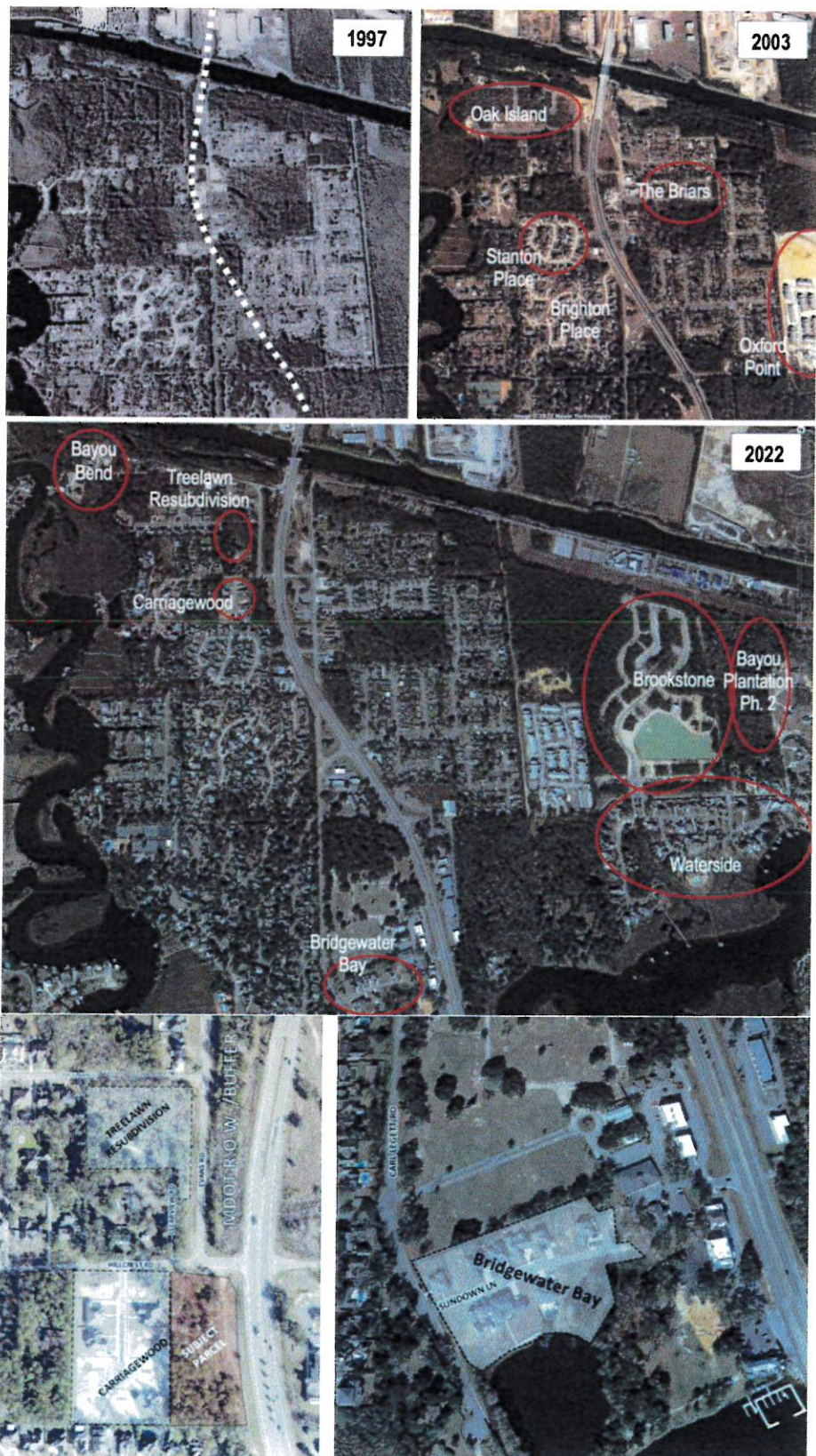
between Stanton Place and the corridor (similar to the excessive right of way between Evans Road and the corridor.

As evidenced in the 2003 image (next page), the relocated corridor is in place, lots 1-8 are not developed, and the significant residential growth was on-going in the subdivision.

Oak Island, a development to the north of Hillcrest, was platted in 2001. At the time of platting, the corridor had not been completed. This development and others north of Hillcrest are buffered from the Highway 605 corridor by Evans Road and additional MDOT right of way. While the subdivisions are within close proximity to the corridor, the buffer limits visibility and noises impacting the residents.

The **Briars** located east of Old Lorraine Road was platted in 2002. It is adjacent to a commercial area but away from the corridor. Similarly, **Oxford Point**, **Brookstone** and **Waterside** were developed on the Island but away from the corridor.

Two recent development, **Carriagewood** and **Bridgewater Bay**, are located immediately 'behind' parcels that are adjacent to the corridor. Bridgewater Bay is a single-family subdivision that is being developed adjacent to a commercial development that includes restaurants, office spaces, clinics, retail and other uses. Carriagewood is a



small cul-de-sac immediately west of the subject site of the requested rezone. The eastern lots have rear yards that are adjacent to the subject site.

In August 2022 the City approved a small **six lot 'resubdivision'** of two parcels for residential development along the south side of Treelawn Street and west of Evans Road. This resubdivision will be buffered from the Lorraine Road corridor by excessive right of way of MDOT and Evans Road (upper right image).

As noted above, there has been a significant amount of residential development on the Island over the past 25 years. This residential development has been exclusively away from the corridor, and no single-family residential development has occurred adjacent to the corridor since its reconfiguration. Rezoning by the City have led to a change in character of the corridor, and building a residential structure along the corridor today would be completely out of character for the area, and it would go against a trend toward commercialization that has been very steady over the past 20 years. It would also conflict with the City's Future Land Use Plan.

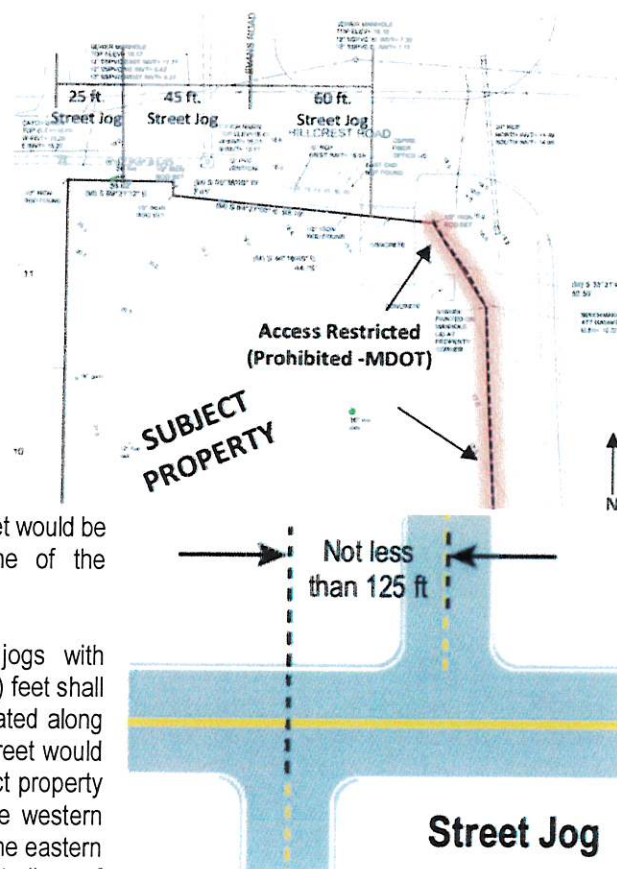
The subject property is unique because it is essentially the only undeveloped residentially zoned parcel on the Highway 605 corridor from the beach to Dedeaux Road. Numerous other properties have been rezoned from single-family residential to R-B and B-1 over the past 20 years, and the overwhelming majority of properties (including those with existing residential units) are currently zoned to permit or encourage commercial or industrial uses. Not a single property has been rezoned to a residential district along the corridor. No single-family residential unit has been constructed along the corridor in more than 20 years. The two residentially zoned properties with residential structures were developed more than 50 years ago.

Limitations on Residential Development and Access

The subject property is restricted from accessing Lorraine Road because prohibitions imposed by the Mississippi Department of Transportation, and this restriction extends westward along a portion of Hillcrest Road. Access to Lorraine Road is managed and permitted only at existing intersections and streets such as Hillcrest Road. Any development on the subject property will be required to use Hillcrest Road to access Lorraine Road. Developing a single family subdivision is not possible without significant relief from of zoning requirements and impositions on adjacent properties.

According to Gulfport's design standards for streets, a right of way for a 'Minor Street' is required to be 60 feet in width. This development would be required to develop as a cul-de-sac with the southern lots facing the cul-de-sac and lots rearing along Highway 605. The street would be required to be located along the east property line of the Carriagewood subdivision development.

Section 9.50.B.10 Intersections states that "Street jogs with centerline offsets less than one hundred twenty-five (125) feet shall be avoided." Clearview Road and Evans Road are located along the north side of Hillcrest Drive. A newly constructed street would need to be within the westernmost portions of the subject property for a single-loaded residential street development. The western right of way line of this street would be in common with the eastern property line of the adjacent Carriagewood lots. The centerlines of Clearview and Evans Road have a separation of approximately 70 feet. The 'Street Jog' created by a new residential



street along the west side of the subject parcel would be approximately 25 feet from the centerline of Clearview Road and 45 feet from the centerline of Evans Road. In both cases, the separation is significantly less than required 125 feet by the design standards. Because of the MDOT access prohibition along Hillcrest Road, an access roadway along the eastern edge of the lot would not be practical. However, if constructed, it would create a street jog of approximately 60 feet from Evans Road. These street jogs fail to meet the minimum separation required by the zoning ordinance.

Another issue with creating a residential subdivision on the property is that it will create double frontage lots within the subdivision on the site with lots rearing onto Lorraine Road. Double frontage lots are addressed within the Subdivision Regulations as follows:

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.

This requirement or relief would be helpful for the development (if it was practical to occur) because it is adjacent to a 'major street'. The primary issue of placing the required street along the western property line is that it creates double frontage lots with the parcels along the east side of Carriagewood. This is not permitted because it does not conform to the requirement above, and it creates double frontage lots on other properties. In some cases, this could actually cause nonconformities on the Carriagewood lots or structures. These properties would now be required to have two 'front yards' with 25 setbacks. The current rear setback requirement for the residential lots within Carriagewood is 8 feet, but this setback requirement would be increased to 25 feet if the lots were 'double-fronting'. Within these setbacks accessory structures may not be permitted or, at minimum, be forced to be located closer to the primary structure. Developing the property for single-family residential is not practical or likely because of the City's land use regulations.

Based on a review of the corridor and tax records, there has not been a single family home constructed adjacent to Lorraine Road after its reconfiguration. Many of the homes and residential lots within the immediate vicinity or adjacent to the corridor were acquired during the early phases of the project, and the homes were removed. Since its reconfiguration, additional single family homes have been removed along from the corridor for commercial development. More than 10 single-family residential homes were removed during the acquisition and construction phases of the corridor. The subject property was once residential but the primary structure was removed during the reconfiguration of the roadway, and the remaining accessory structures on the property were removed in approximately 2005. South of the site, a waterfront home was removed approximately 10 years ago along the west side of the corridor, and another in this same area was removed in approximately 2019 for the construction of the Marina Cantina. The removal of these homes indicate a trend toward commercial with the removal of residential units.

If the owner or another developer decided to construct a residential unit or develop a subdivision on this property, it would represent the first residential development adjacent to the corridor since its reconfiguration in approximately 2003. The development of a subdivision could not comply with the zoning and subdivision regulations. Homes within the subdivision would likely be significantly less than other homes in the area.

There is a significant difference from properties being located along or adjacent to a primary arterial or highway corridor and those being located away from the corridor. From a commercial perspective, the noises and lights associated with traffic are not considered a nuisance. No visual or sound barrier is needed because commercial properties benefit from high visibility. It is considered free advertising, and higher traffic counts along a corridor can yield more clients or more customers. Commercial properties with high traffic counts are very desirable for most businesses.

In contrast, single-family residential properties often consider the characteristics of high traffic and the related noises and lights as being a nuisance. Many developers eliminate through streets and create cul-de-sacs to reduce traffic volume. Lower priced lots or smaller, more affordable houses are often situated along subdivision entrances that are adjacent to commercial corridors. Oftentimes, these properties are not developed as single-family residential but as a transitional uses such as multi-family or neighborhood commercial. And in many instances, properties along the busy

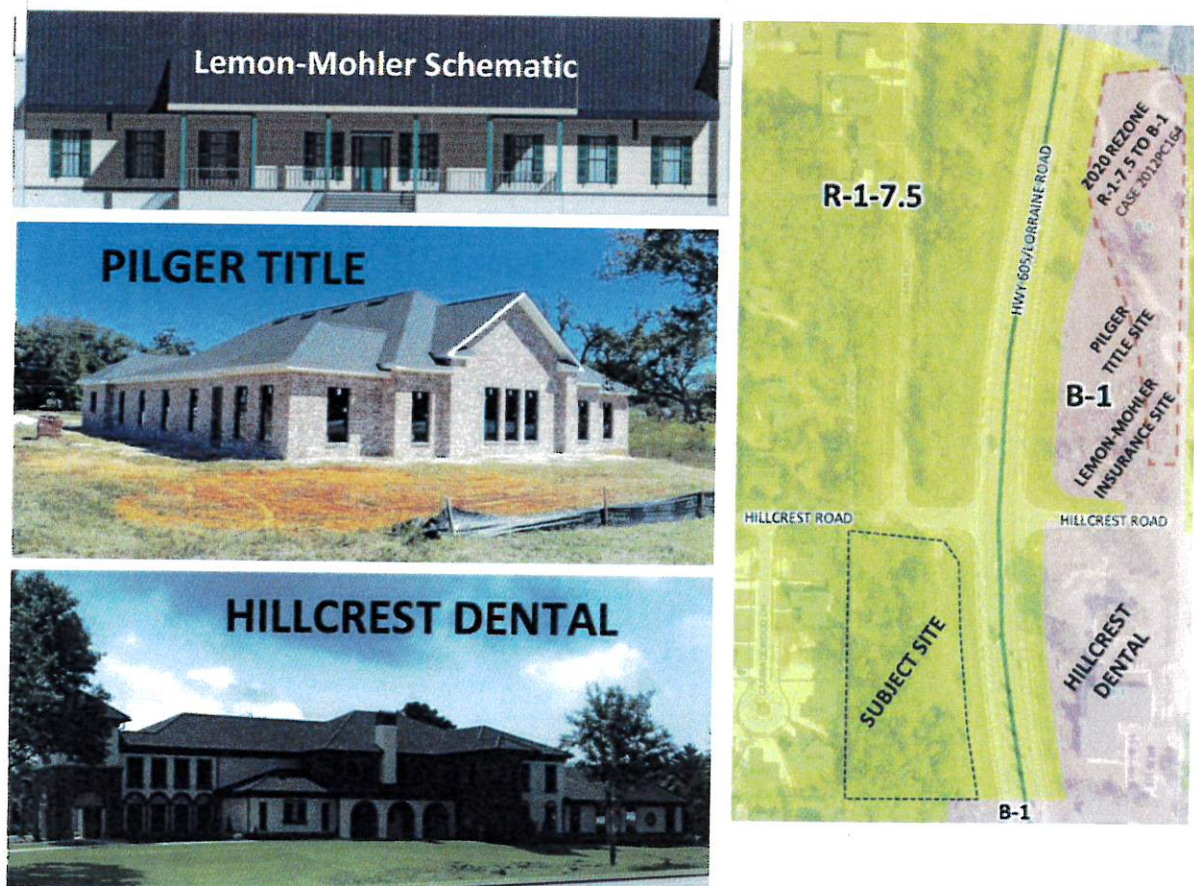
corridors are simply used as buffers. It is not common to construct single-family homes adjacent to primary arterials, and this is often a result of zoning put in place by the jurisdictions to encourage business and commercial development in these areas.

Permit Review.

The Island has followed this trend of development with buffers and commercial areas along the corridor since its reconfiguration. Little to no investment has been made in residential structures immediately adjacent to the right of way due to decreases in value that are likely related to an understanding that these buildings will ultimately convert to commercial and recognizing that the residential values have decreased in these properties.

During the process of compiling this supplement report, a Public Records or Freedom of Information Act Request was submitted. A list of residential properties (to include residential structures in commercially and residentially zoned areas) was submitted to the City of Gulfport requesting copies of building permits issued along the corridor in the past five years. According to the information provided, no residential permits were issued for any residentially zoned property along the Highway 605 corridor over the past five years. No permits for new construction and no permits for improvements were issued for any single-family residential structure along the corridor and on the Island.

Over this period of time, only one residential structure/property between Highway 90 and Dedeaux Road and along the Cowan-Lorraine Road/Highway 605 corridor received any building permits. A residential property on the corner of Georgia Place (located south of CSX railway and near Highway 90) and Cowan-Lorraine Road was issued a permit for a garage and fence. This property has an R-B designation. Over the past 5 year period, this is the only instance of a building permit issued for any residential use.



During this same period of time, numerous building permits were issued for commercial activities along the corridor. This includes permits for recently rezoned parcel of land along the north side of Hillcrest and on the east side of Lorraine Road. Pilger Title is in the process of completing a new office on property that was recently rezoned from R-1-7.5 to B-1. Plans are being developed to construct the Lemon-Mohler Insurance office to the south of the Pilger parcel. These are developments that are adjacent to the corridor (and across the street from the subject property) that were made possible by a rezoning from R-1-7.5 to B-1. Significant investment continues along the corridor and more development is expected that will be exclusively commercial or mixed-use. No residential development will occur on the property if it remains designated as single-family residential.



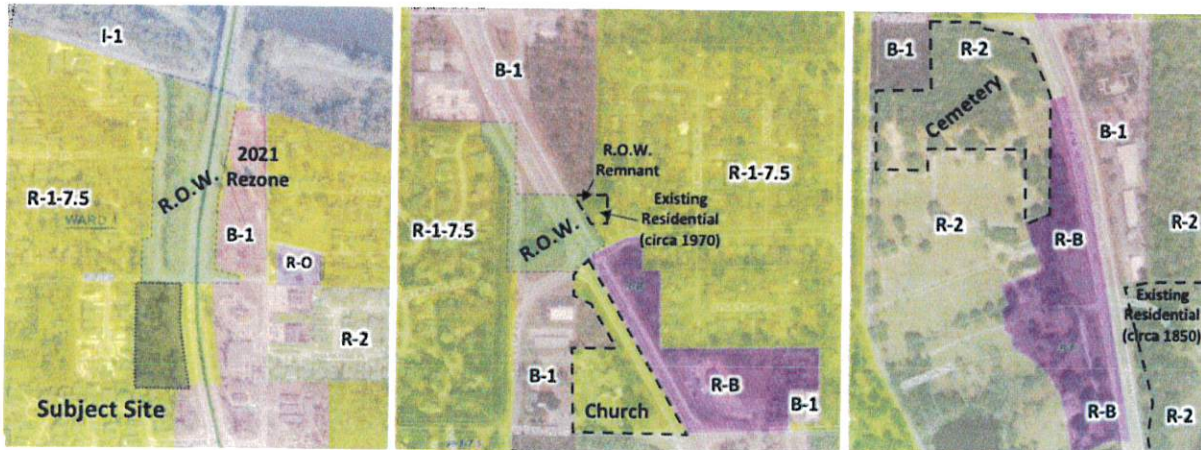
Despite being occupied with residential structures, many lots and areas along the southern portions of the corridor were zoned T-4+. This is consistent with an R-B District, and permits a number of commercial uses.

Corridor Review:

The lack of residential development along the corridor is largely a result of actions by the City of Gulfport. In the areas south of Pass Road, existing residential properties were designated as districts that permit commercial uses. The City rezoned large portions of the area between Pass Road and Beach Boulevard as T-4+ (which is consistent with the R-B District). This is evident near the intersection of Pinecrest and Poplar Drives with Cowan/Lorraine Road. These

parcels are adjacent to the corridor were zoned to accommodate commercial growth despite being occupied by residential structures. Similarly, areas along Georgia Place were designated as T4+. While some of these areas or parcels are adjacent to the corridor, in some instances, the T-4+ Districts designations extended into the more established residential areas.

Residential properties adjacent to the corridor have consistently been rezoned to R-B and B-1 Districts to allow commercial development. This most recently occurred immediately northeast of the subject property. As the City continues to encourage commercial development with rezonings, it has singled-out this property to remain single-family residential (R-1-7.5). With approximately 10 rezonings from residential to B-1 or R-B (including the property located immediately northeast of the subject site) the City has continuously recognized the change in character of the corridor.



Public Need: Spot Zoning is contrary to Public Need

There is a public need for the rezoning. Cities should not designate properties in a manner that makes the property undevelopable or require that the owner develops their property in a manner that is not consistent with the surrounding properties. Keeping the property as the only undeveloped residential parcel along the corridor despite no residential units being constructed along the corridor within the past 20 years or since the roadway was reconfigured is essentially a 'spot zoning'. This parcel is being singled-out and being required by its zoning designation to develop in a manner that is not consistent with others along the corridor. The City of Gulfport has designated other properties along the corridor to permit commercial development to include those areas that are currently occupied by residential uses. By this effort, the City is encouraging the market or uses of land to transition from existing residential toward commercial uses. The City has rezoned several properties within the immediate area to R-B and B-1. This is not the case for the subject site that is designated as commercial on the Comprehensive Plan's Future Land Use Map. Maintaining the designation as R-1-7.5 represents spot zoning of the property.

Cowan-Lorraine Road/Hwy 605 Land use and Zoning Characteristics Highway 90 to Dedeaux Road (4.5 miles)

No. of Total Parcels	162
No. of Commercial/Industrial Zoned Parcels	154
No. of Residentially Zoned Parcels	8
Residential Parcels as Institutional Use	2
Developed Residential Parcels	3
Remnant and Undevelopable Parcels	2
Available to Develop (Myer's property)	1

Public Need: Need Reduce Leakage.

A economic analysis of the Island was provided through Esri data from South Mississippi Planning and Development District (SMPDD). This analysis demonstrates a significant amount of 'leakage' of goods and services. Leakage refers to the need, desire or inability to purchase goods or services within a certain geographic area. The charts to the right demonstrate the leakage from the Island.

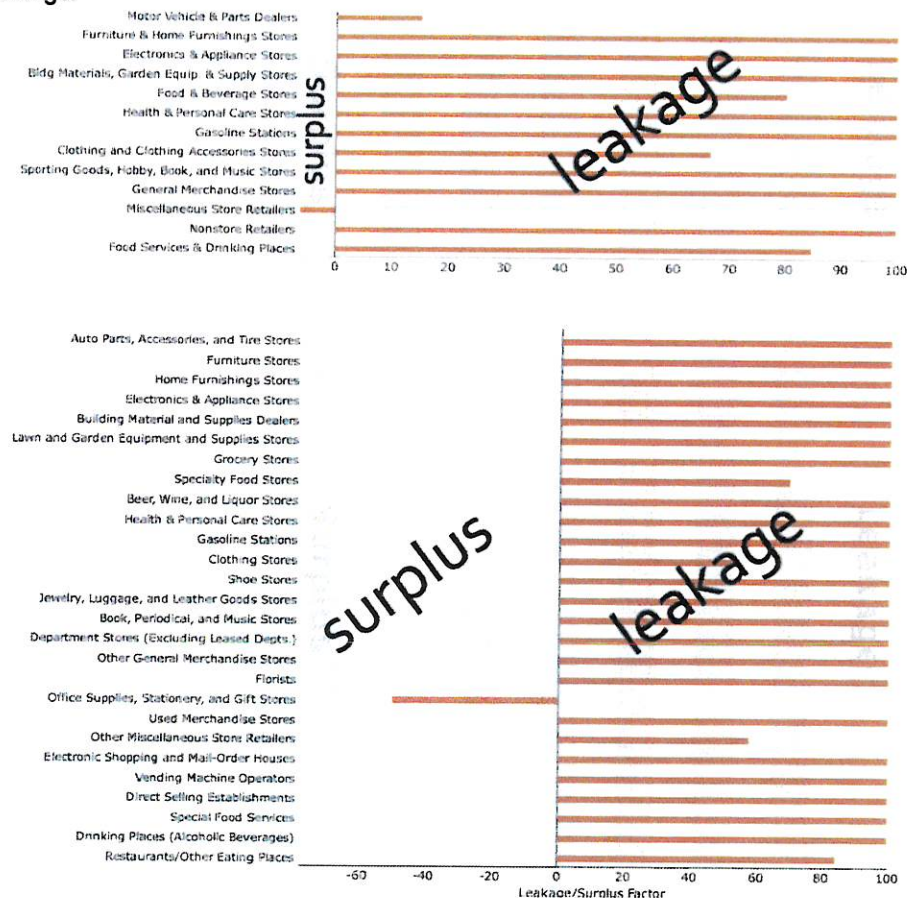
While it is obvious that certain regional or subregional goods and services (automobile dealers, building materials, etc.) should not be located within the immediate area, there a number of goods that should be available to the residents of the Island. Jewelry, luggage and leather goods stores, Health and Personal Care

Stores, Beer, Wine and Liquor Stores, Special Food Stores, and others shows a leakage of 100 percent. Restaurants demonstrate a leakage of approximately 85 percent. Clothing stores have a leakage of 50 percent. Throughout the tables, it is demonstrated that residents of the Island have to leave the area to purchase goods for their daily needs.

Summary.

Rezoning to B-1 or R-B will not encourage or permit big box retailers or grocers. Fast food restaurants are not permitted in these districts. The site is too small to accommodate larger uses and the site is significantly restricted by a number of large Live Oak trees that are protected. The rezoning will allow uses that provide for goods and services to the immediate area. The B-1 and R-B Districts were designed to be adjacent to single-family residential uses and allow transitional uses and areas between more intense commercial areas and residential areas.

The City has rezoned numerous properties to the point that the corridor is almost completely commercial from Beach Boulevard to Dedeaux Road. By maintaining the current zoning, the site is essentially spot zoned. Developing the property as single-family residential, as zoned, would be contrary to a 20 year trend, the City's Comprehensive Plan, and the City's Zoning Ordinance.



Land Use and Area Analysis of Corridor

Exhibit

1

West Side Owner	Parcel ID	Zoning	Dev/Vac	Use	Area	Developed Area	Undeveloped Areas			
							Res.	Comm	Restricted	Area/Reason
Sharon Myers	1009M-03-004.000	R-1-7.5	uddev	vacant	1.1		1.1			
Sharon Myers	1009M-03-006.000	R-1-7.5	uddev	vacant	1.9		1.9			
TLC Properties	1009M-03-010.069	B-1	dev	billboard	0.35	0.35				
Sav-A-Life	1009M-03-010.005	B-1	dev	med. Clinic	0.54	0.54				
KAT5 LLC	1009M-03-010.001	B-1	dev	real estate	1.54	1.54				
Palm Plaza Properties	1009M-02-037.000	B-1	dev	retail - strip	0.45	0.45				
Pelican Enterprises	1009M-02-038.000	B-1	dev	retail - strip	0.8	0.8				
Trustess of Diocese/MS	1009M-02-040.000	R-1-7.5	dev	church	3.9	3.9				
Southern MS Cemetery	1010D-01-001.001	R-1-7.5	undev	cemetery	11.4				11.4	deed restricts
9P Holdings	1010D-01-009.000	R-B	dev	office	2.3	2.3				
9P Holdings	1010D-01-009.004	R-B	dev	office	1.4	1.4				
9P Holdings	1010D-01-008.001	R-B	dev	vacant	1.2	1.2				
9P Holdings	1010D-01-008.002	R-B	dev	vacant	1.01	1.01				
9P Holdings	1010D-01-008.003	R-B	undev	vacant	0.82	0.82				
9P Holdings	1010D-01-008.004	R-B	dev	vacant	0.8	0.8				
29.5						15.11	3	0	11.4	

East Side Owner	Parcel ID	Zoning	Dev/Vac	Use	Area	Developed Area	Undeveloped Areas			
							Res.	Comm	Restricted	Area/Reason
Audubon Pointe Vent.	1009L-02-001.001	B-1	construction	vacant	2.2	2.2				(subdivided/Pilger-L&M)
Audubon Pointe Vent.	1009L-03-007.000	B-1	construction	developing	1.9	1.9				(subdivided/Pilger-L&M)
LECA Development	1009M-03-001.000	B-1	dev	dental clinic	2.7	2.7				
Diane Buchanan	1009M-03-010.002	B-1	dev	mini-storage/	0.64	0.64				
(same)		B-1	dev	billboard						
Hardy Crt Shopping Ctr	1009M-01-004.000	B-1	undev	vacant	3.4			3.4		not available
S. Fayard/K. Jeschke	1009M-01-007.000	R-1-7.5	undev	vacant	0.1	0.1				
T. Sutton	1009M-01-008.000	R-1-7.5	dev	residential	0.2	0.2				
Kand V. Shaddix	1009M-02-031.000	R-B	dev	dental parking	0.07	0.072				
Kand V. Shaddix	1009M-02-038.002	R-B	dev	dental parking	0.16	0.16				
Garner Property/Dev	1009M-02-038.001	R-B	dev	dental clinic	0.72	0.72				
Gulf Coast Leasing	1009M-02-040.001	R-B	dev	medical clinic	3.9	3.9				
TDC Holdings LLC	1010D-01-001.000	B-1	dev	medical clinic	1.5	1.5				
BOV Enterprises	1010D-01-001.002	B-1	dev	medical clinic	1.1	1.1				
PWH Holdings	1010D-01-001.003	B-1	undev	vacant	0.64	0.64				
Pelican Homes	1010D-01-001.011	B-1	dev	medical clinic	0.55	0.55				
Mamie St. Properties	1010D-01-001.005	B-1	dev	strip/retail	1.1	1.1				
Pelican Homes	1010D-01-001.008	B-1	dev	strip/retail	1.1	1.1				
8910 Lorraine Rd LLC	1010D-01-001.010	B-1	dev	dental clinic	0.5	0.5				
George M. Ellis	1010D-01-008.000	R-2	undev	access/remnant	0.58	0.58				
Margaret Bond	1010C-01-003.000	R-2	dev	residential	8.8	8.8				
31.9						28.462	0	3.4	0	

HIGHWAY 605
(VORRANE ROAD)

EVANS
RD.

HILLCREST ROAD

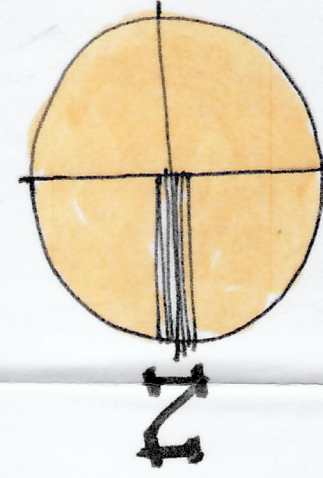
BRIGHTON 2 S/D

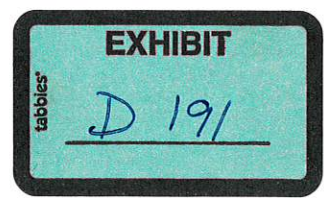
CARRIAGEWOOD S/D

10-9-22
KEP

22-025
HENRICH & ASSOCIATES

LOT #	PARCEL S.F. (AC)	BUILDING S.F.
1	99,895 (0.78)	3,900
2	29,012 (0.67)	3,800
3	90,800 (0.71)	3,000
4	99,270 (0.76)	4,700
		17,400 TOTAL





**Request for a
Zoning Amendment for Properties Located at
Along West Side of Highway 605 and South of Hillcrest Road**

Prepared by: S. Donovan Scruggs, AICP
Date: September 6, 2022

Sharon Myers is submitting an application to rezone two parcels of land situated along the west side of Highway 605/Lorraine Road and south of Hillcrest Road. The applicant is requesting a zoning change from Single Family Residential-Low Density (R-1-7.5) to Neighborhood Business District (B-1). Over the past 20 years, and recently at a more rapid rate, this corridor has developed into a strong commercial corridor with new developments that have been exclusively commercial and mixed use. The subject property is adjacent to Lorraine Road. Since the reconfiguration of the corridor in approximately 2003, no single-family home has been constructed adjacent to the roadway, and there is not a single example of a single-family residentially zoned property being developed adjacent to the corridor since its reconfiguration. With approximately 34,000 vehicles traveling the corridor daily, it is not well suited for single-family residential development. With other properties, the City of Gulfport has provided commercial rezonings along Lorraine Road using B-1 (Neighborhood Business) and R-B (Residence-business) Districts. These districts were specifically designed to be compatible with the adjacent or surrounding residential areas. All new construction adjacent to the corridor has been commercial or mixed use buildings. This construction has occurred exclusively within Neighborhood Business (B-1) and Residence Business (R-B) Districts with no development occurring within residentially zoned areas along the corridor. This has been encouraged by numerous rezonings of residential properties to commercial designations.

Change in Neighborhood Character.

The request for a B-1 District is consistent with the zoning and uses along the corridor. This B-1 designation is the zoning of the adjacent parcel along the corridor to the south and the parcels directly across the street from the subject site. There are no parcels immediately north of the site along Lorraine Road except for the industrial areas adjacent to the industrial canal. The right of way of Evans Road runs parallel to Highway 605 in this area and serves as a local street for a residential area. There is a small sliver of undevelopable property located between Evans Road and east of Crestview Road, but this area is separated from the Lorraine Road right of way by Evans Roads.

Since the improvements to the corridor in approximately 2003, the growth along the roadway has been exclusively commercial and mixed use. Numerous rezonings have occurred along the corridor citing a change in neighborhood character and public need for the rezoning. The properties immediately south and east of the site are part of a business district that existed prior to the reconfiguration of the highway. This district extends southward to West Taylor Road (identified to the right as Established Business District). In February 2021, the City of Gulfport approved the most recent rezoning located along the north side of Hillcrest and on the east side of Lorraine road (identified as "REZONE 2/2021" on following page).

Over the past twenty years, there have been eight (8) rezonings along the corridor. At present, there are approximately 42 properties that are adjacent to the Lorraine Road right of way and located on "The Island" (between the Harrison County Industrial Canal and Benard Bayou). Of these, 33 are currently zoned B-1 (20) or R-B (13). Two properties are designated as an industrial district. In total 35 of 42 properties adjacent to the right of way are zoned commercial or industrial.

Two of the residential properties include a church (St. Mark Episcopal) and a cemetery. One parcel is approximately 4500 square feet and represents a remnant of the corridor expansion. It is undevelopable as a 'stand-alone' parcel. This totals 3 of the 7 residential properties are institutional or non-developable.

Of the remaining 4 residentially zoned parcels, one home was constructed in 1971 (located north of Brentwood Drive) and the other residential property was constructed in approximately 1850 according to GIS information. This parcel uses another residential parcel as access. Of the 42 properties along the corridor, only two single-family residential uses exist, and these were constructed over 50 ago and 150 years ago. No residential new construction has occurred along the roadway in more than 50 years.

The final remaining residential property along the corridor is the Myer property. Unlike the other residential parcels, this site is not developed, and it is developable. It is the only vacant residential site that can be developed on the corridor, but is burdened with a residential designation. *If the zoning is not changed, this will require the construction of a new home (the first in over 50 years) adjacent to a 4-lane primary arterial that is commercial in nature. All requests for rezonings for other properties (with the exception of the Floral Hills Memorial Gardens cemetery) have been approved by the City of Gulfport.*

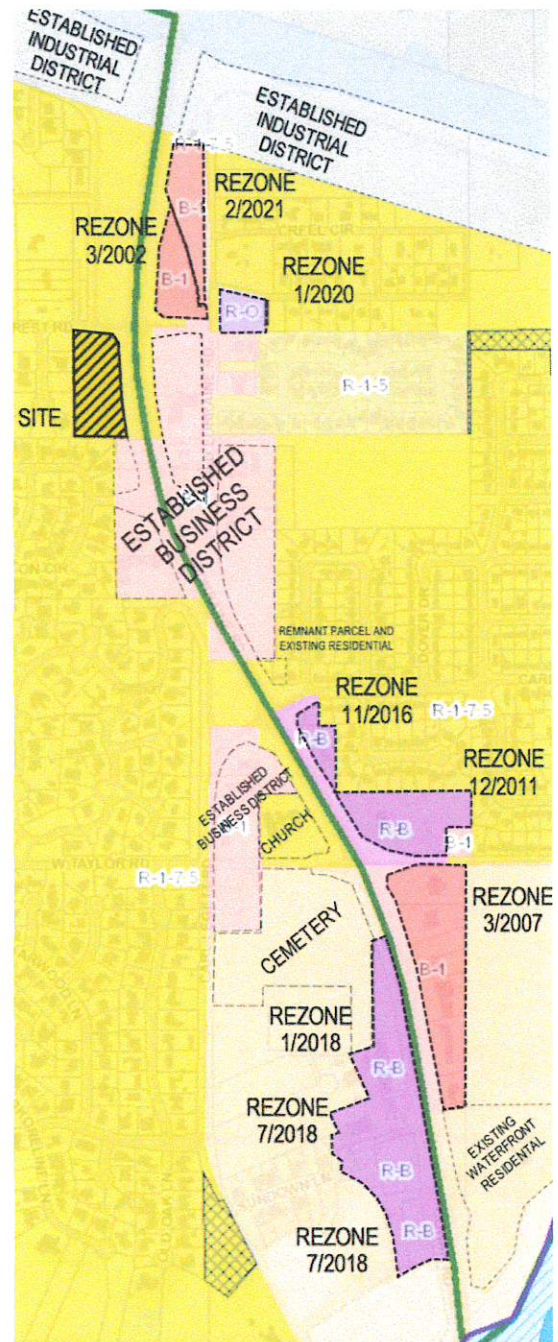
History of Rezonings.

The initial rezoning occurred along the corridor in 2002 on the site north of Hillcrest Road and on the east side of Lorraine Road. This property is immediately northeast of the subject site. The property was rezoned from R-1-7.5 to B-1, but the site remained undeveloped for several years.

In 2007, the site located south of East Taylor Road was developed by Rick Marshall after it was rezoned from R-2 (Single-family residence districts—medium density) to B-1 (Neighborhood Business district). This site was recently 'built-out' and includes a mix of medical and dental clinics/offices and retail spaces. The site is fully occupied with no vacancies.

In 2011, the parcel north of East Taylor along the east side of Lorraine Road was rezoned. The Coastal ENT (Ears, Nose, and Throat) Clinic was constructed on the site. In 2016 the property immediately north of this site was rezoned, and the Beach View Family Dental clinic was constructed with additional commercial spaces. Both of these parcels were rezoned from R-1-7.5 to R-B and developed. The properties are adjacent to single-family residential areas. All units within these commercial developments are fully occupied.

In 2018 properties along the west side of Lorraine Road and south of West Taylor Road were rezoned from R-2 to R-B. This included three separate rezonings, and the area has developed with a mix of restaurants, offices, retail, and upper floor residential units. Areas that are 'off the corridor' were established for a small single-family residential neighborhood. This 'tiered' approach is consistent with the existing character of the corridor



that includes commercial activities immediately adjacent to the roadway and residential areas behind these compatible commercial area. The R-B and B-1 Districts were designed to be located adjacent to or surrounded by residential area are should not be considered incompatible districts. More intense districts such as B-2 (General Business District), B-3 (Central Business District), and B-5 (Highway Business District) would be inappropriate for this corridor due to the proximity to residential areas.

The most recent rezoning occurred immediately east of the site and north of Hillcrest. A parcel was rezoned from R-1-7.5 to B-1. This rezoning of property prompted the on-going construction of a commercial building on this site.

While other rezonings within an area represent evidence of change, other items should include physical changes that have occurred. As evidenced by the recent construction of the Pilger building, there is on-going change in this area.

Similarly, the area south of Hillcrest was developed in 2018 by the Hillcrest Dental Group for the establishment of a new dental clinic. Farther south, Negrotto's Frame and Art constructed a new commercial building in 2018. These properties were zoned B-1 before the roadway was reconfigured, but the construction of these commercial buildings signaled a change in character within the immediate area.

To the immediate south of the site is a billboard (off-site advertising sign). While there is no building on this site, the billboard sign is permitted in commercial districts. These structures are prohibited in residential districts. The billboard represents a commercial use and promotes the commercial character of the adjacent lot.

Public Need.

An overview of the area demonstrates that the corridor has no obvious vacancies. Over the past fifteen years, new sites and buildings have been developed and then immediately occupied. For several years sites have been rezoned from residential districts (R-1-7.5 and R-2) to commercial districts (R-B and B-1). At present, there is only one commercial site that remains vacant and undeveloped (owned by Hardy Court Shopping Center) and the owner has indicated there is no current desire or intent to develop or to convey the property.

The property northwest of the subject site was rezoned in 2021 and is currently being developed as an office space for Pilger Title. Lemon-Mohler Insurance is in the process of developing plans for the construction of a new building immediately south of the Pilger site.



Images top to bottom: Ongoing construction of the Pilger Title located on recently rezoned parcel north of Hillcrest. Center image is a 2018 photograph of Hillcrest Dental Group under construction. The lower image is a recent image of the Hillcrest Dental building as completed.

Except for the Hardy Court Shopping Center Property, the Myers property is the only remaining vacant property on the Island's corridor that is developable. The growth in this area has been tremendous in recent years, and now there is no available sites for commercial development. With no sites available, there is a public need for additional commercial sites. Additionally, it is not beneficial to the public to zone property for a use that is not practical or consistent with an area. The R-1-7.5 Single Family Residential District designation unreasonably constrains the property for development.

Over the past 20 years the corridor has transitioned from rural residential to commercial. From Highway 90 to Dedeaux Road, there is only one vacant, developable site with a residential zoning. It is the subject site. Every parcel along Lorraine Road (Highway 605) and north of the Industrial Canal to Dedeaux Road is zoned either industrial or commercial. Every property between Highway 90 and the Benard Bayou Bridge has a commercial designation (one exception is a T-1 District that is not developable adjacent to Benard Bayou). The restriction placed on this property is not consistent with other uses in the area or other actions by the City with similar requests along the corridor.

The City of Gulfport should encourage commercial growth in appropriate areas. These areas are typically on primary arterials such as Pass Road, Highway 49 and Highway 605. The specific site has been identified within the Comprehensive Plan's Future Land Use Map as commercial. The requested rezoning is consistent with the map. The rezoning will allow an unused parcel to be developed in a productive manner. Properties across the street have been rezoned and new buildings have been constructed in this area.

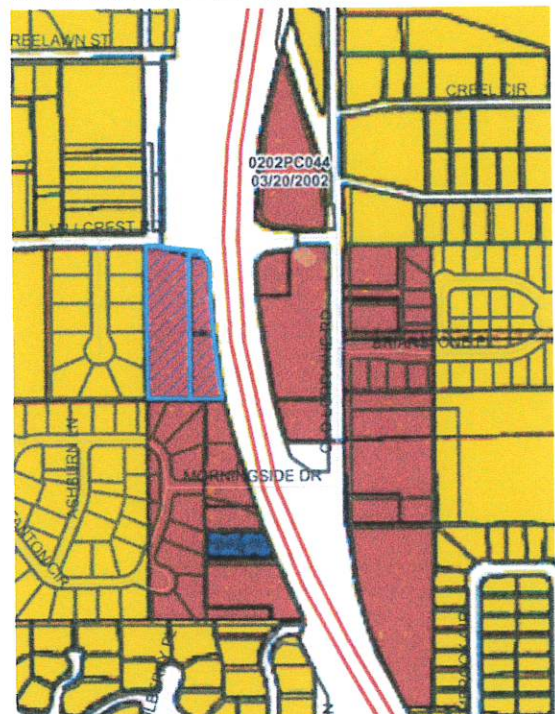
Remaining Residential along the Corridor.

Since 2002, the overwhelming majority of residential properties along Lorraine Road (between Highway 90 and Dedeaux Road) have been classified or rezoned to commercial or Industrial. There are no examples and no construction of a single-family residential structure along this corridor in more than 50 years. There are examples of residential development 'behind' commercial parcels, but there are no examples of residential construction adjacent to the Lorraine Road right of way. At present, only a handful of residentially zoned properties remain as others have been rezoned to commercial designations. These residential properties along the corridor are detailed as follows:

The Myers property (1) is the only undeveloped and developable residential property along the corridor. It is approximately 2.9 acres in size and is adjacent to Hillcrest Road and Lorraine Road. This parcel is zoned R-1-7.5. If the subject property remains designated as single-family residential, the City is indicating that the site is best suited for residential development along a primary arterial despite no similar construction in more than 50 years. The only examples of single-family residential have been behind commercial uses and lots along the corridor.

Cowan-Lorraine Road/Hwy 605 Land use and Zoning Characteristics Highway 90 to Dedeaux Road (4.5 miles)

No. of Total Parcels	162
No. of Commercial/Industrial Zoned Parcels	154
No. of Residentially Zoned Parcels	8
Residential Parcels as Institutional Use	2
Developed Residential Parcels	3
Remnant and Undevelopable Parcels	2
Available to Develop (Myer's property)	1



The Future Land Use Map identifies the anticipated use of this property as commercial (red).

There are two small residential parcels (2) located north of Brentwood Boulevard. One includes a single-family home owned by Thomas Sutton and constructed in 1971. The home existed prior to the reconfiguration of the roadway. Immediately west of the Sutton lot is a small, remnant parcel with an area of approximately 4,350 square feet. This parcel is undevelopable as an individual parcel. These parcels are zoned R-1-7.5.

St. Mark's Episcopal Church (3) is located along the north side of West Taylor Road. This site is developed as a non-residential use. This parcel is zoned R-1-7.5.

Similarly to the south of West Taylor Road (4) is an area designated as R-2. The is property associated with Floral Hills Memorial Gardens Cemetery and has restrictions associated with its use and conveyances for development.

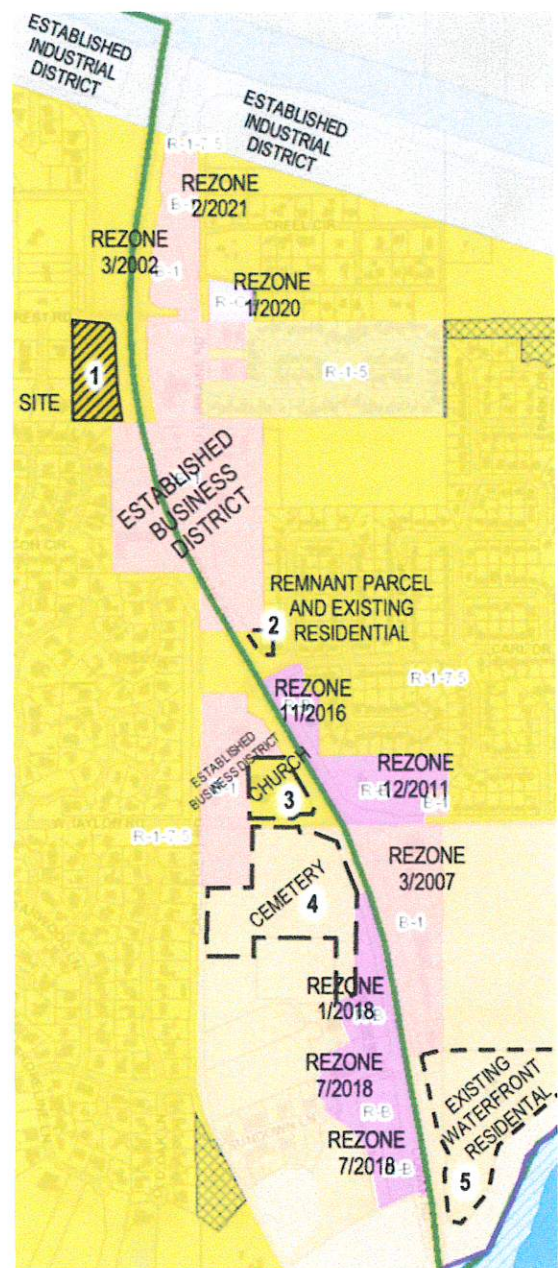
The final residential property (5) is a large waterfront property. It includes two parcels that function as a single property. The larger lot is only adjacent to the Lorraine Road right of way near the bridge. The 'front' parcel is a narrow, triangular piece that approximately .7 acres but is very narrow. A gated access to the larger parcel is located through this smaller, triangular property.

As a result, this subject property represents the only undeveloped residential property along the corridor that can be developed. There have been no new homes building on this corridor in over 50 years, and this should not be encouraged. From Beach Boulevard to Dedeux Road, all properties (with exception to those mentioned above) are zoned to permit commercial uses.

Adjacency to Residential.

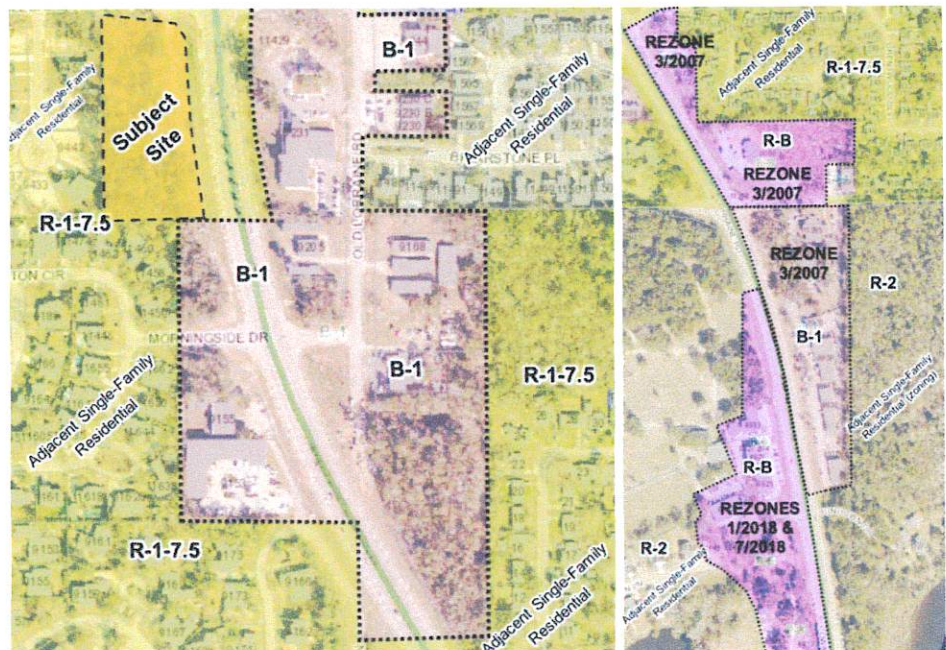
The B-1 and R-B Districts are the more restrictive commercial districts of the City. These Districts are created and designed to be compatible and serve nearby residential uses. These districts are not intense and are not intended to create high volumes of traffic. For this reason, the City has rezoned and established these districts along the corridor. These districts are described within the zoning ordinance as follows:

R-B districts: Residence-business districts. These districts are composed of areas containing a mixture of residential, public and semipublic, and light commercial uses. Although usually located between residential areas and business areas, these districts are, in some instances, freestanding and may include hotel, hospital, or similar building groups and related uses or land suitable for such uses. The district regulations are designed to encourage further appropriate development by limiting the permitted uses to dwellings and uses of a public, semipublic or light commercial nature and to protect the abutting and surrounding residential areas by requiring certain minimum yard, area and other standards to be met, standards that are comparable to those called for in the residence district.



B-1 districts: Neighborhood business districts. These districts are composed of land and structures occupied by or suitable for uses furnishing the retail goods, such as groceries and drugs, and services, such as barbering and shoe repairing, to satisfy to daily household needs of the surrounding residential neighborhoods. Often located on a thoroughfare or near the intersection of two (2) thoroughfares, these districts are small and within convenient distance of most of the areas they serve. The district regulations are designed to permit the development of the districts for their purpose and to protect the abutting and surrounding residential areas. It is intended that additional neighborhood business districts will be created, in accordance with the amendment procedure of this ordinance, as they are needed to serve new residential areas.

Along the corridor, the City of Gulfport has established precedence of placing the R-B and B-1 Districts adjacent to the corridor between the right of way and the residential areas farther away from the corridor or 'behind' commercial parcels. This is consistent with the design and intent of the zoning the districts. This practice dates back to the zoning that was in place prior to the reconfiguration of the corridor (immediate image to right) and the rezonings of other properties (farther image). The owner is requesting that the subject site be permitted the same consideration provided for other properties along the corridor.



Summary.

Very few areas along the Gulf Coast and within the City of Gulfport have experienced the growth and change in character similar to what has occurred within the subject area. The roadway was reconfigured from rural roadways to a major four-lane corridor in 2003, and this led to a profound change to the area that should be recognized. The roadway now serves as one of the most travelled corridors within the City with approximately 34,000 vehicles daily. Over the last 20 years, this reconfiguration has led to a number of rezonings and significant investments in commercial developments along the corridor. Properties have been rezoned from residential (R-2 and R-1-7.5) to commercial (B-1 and R-B) districts. There are no examples of rezoning for residential purposes along the corridor, and there are no examples of residential construction consistent with these single-family designations along the corridor. Because there has been no similar construction within the last 50 years, the likelihood of the subject property being developed to single-family residential is extremely low. Zoning and right of way access restrictions would complicate and constrain any such development, and this could negatively impact adjacent residential properties. Residential development at this site would be inconsistent with the City's Comprehensive Plan and development trends over the past 20 years for the corridor.

The requested zoning designation, B-1 Neighborhood Business District, is designed to be developed adjacent to single-family residential areas, and it is compatible with residential areas. The request is consistent with other rezonings that have allowed the expansion of the R-B and B-1 Districts along the corridor that are adjacent to single-family areas, and this property should not be treated in a way that is inconsistent with previous actions.

Supplement to S. Myers Rezone Application
Zoning Map Amendment 2210PC191
Submitted by : Donovan Scruggs, AICP
Date: October 27, 2022



Residential Development on the Island.

A review of building activity along the Highway 605 corridor and other areas between the Industrial Canal and the Benard Bayou bridges (The Island) demonstrates that residential development has not occurred adjacent to the corridor. In fact, the number of residential homes adjacent to the corridor has decreased since the roadway was improved, and the only developments that are occurring adjacent to the corridor are commercial or mixed uses. The "Primary Neighborhood" of The Island has shifted toward a very distinct character where Commercial or Non-Residential Uses are adjacent to the Highway 605 or Lorraine Road Corridor, and residential developments are located behind these Commercial or Non-Residential Uses and away from the corridor.

A number of residential developments have occurred over the years and in every instance these developments are away from or not adjacent to the corridor. In no case has a residential development or a single-family residential structure been developed or constructed adjacent to the corridor in more than 50 years. These new residential

developments are within subdivisions along collector streets or minor streets that are located behind commercial developments, remnants of property associated with acquisitions, excessive rights of way of the Mississippi Department of Transportation, or city streets and rights of way. This is evident along Evans Road where large areas of MDOT right of way separates the Highway 605 corridor from Oak Island, Treelawn and other subdivisions. There is no private property between Evans Road and Highway 605/Lorraine Road, and the excessive right of way serves as a buffer for residential areas to the west.



While Oak Island, Treelawn (and the resubdivision), and other developments are within close proximity to the corridor, this area is buffered with significant or excessive MDOT right of way located between Evans Road and the corridor. The corridor is not visible from the Evans Road or structures to the west.

Similarly, remnant parcels near the access to Stanton Place provide buffer for those residential areas. Development of properties that are adjacent to the corridor within this area have been exclusively commercial or mixed use. Over the past 20 years and since the relocation of the corridor, no new residential construction has occurred adjacent to this corridor that continues to increase in intensity and volume. The requirement or restriction that the subject property can only be developed as single-family residential is contrary to the trend and well established development along the corridor. The subject site is the only remaining undeveloped single-family residentially zoned property along the Highway 605 corridor from Beach Boulevard to Dedeaux Road. In recent years, the undeveloped residentially zoned

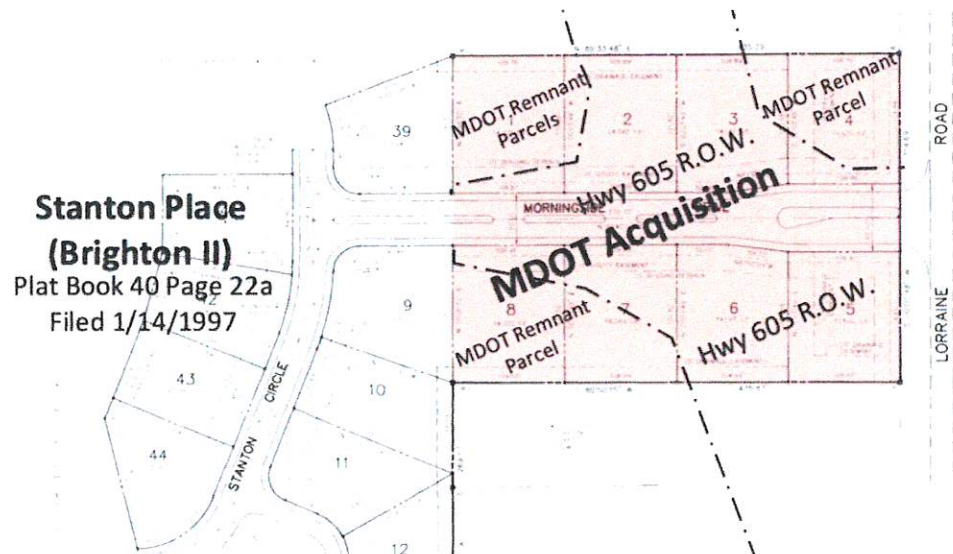
properties have been rezoned to B-1 or R-B to permit commercial development. Maintaining the current single-family residential zoning on this property forces the owner to either leave the property undeveloped as a buffer area for the residential areas to the west, or develop the first residential structures adjacent to the corridor since the reconfiguration. As the corridor has become almost exclusively commercial and has increased in traffic volume to rank among the busiest roadways of Gulfport and the Gulf Coast, it is simply not practical, desirable, or consistent with the City's long-term goals to construct a single-family development on this site. The Gulfport zoning ordinance describes the R-1-7.5 District as being located in areas "where such developments seem likely to occur." Because a single-family structure has not been constructed adjacent to the corridor in more than 20 years and as a result of numerous rezoning to encourage more commercial development, the occurrence of a single-family development on this property is highly unlikely and contrary to the City's goals.

The decisions to build residential away from the Highway 605 is consistent with land use planning practices, and development has followed this trend since the roadway was relocated. Single-family residential is not ideal for primary arterials with high volumes of traffic like Highway 605, Pass Road, or Highway 49. Arterials, as similar to those mentioned, are corridors of commerce that help to fund city services with the revenues that are produced for the activities within these areas. Almost every parcel adjacent to Highway 605 from Beach Boulevard to Dedeaux Road (and every undeveloped or developable parcel with the exception of the subject property) has been zoned either with a commercial or industrial designation. The property is designated within the City's Comprehensive Plan's Future Land Use Map as 'commercial'. In fact, the City of Gulfport has proactively zoned many existing residential structures as commercial despite the residential uses. This is very evident south of Pass Road along the corridor. These residential homes have been zoned T-4+ to encourage, or at minimum permit, the commercial development on these residential sites.

A Review of Locations and Buffering of Residential Areas.

Below is a review of residential development on "the Island" to demonstrate the location and character of these developments.

Stanton Place was filed or platted as Brighton Place in 1997. When the development was platted, Lorraine Road had not been widened or improved in its current configuration. Lots 1 through 8 were acquired by the Mississippi Department of Transportation. Lots 1, 2, 7, and 8 were purchased as damaged and undevelopable due to the access restrictions and roadway design the reduced the sizes of the parcels. Currently, these remnant parcels serve as a buffer area



Lots 1 and 2 (north) and 7 and 8 (south) are remnant parcels from the acquisition for the corridor development. These remnant parcels serve as buffer areas between Stanton Place and the corridor.

between Stanton Place and the corridor (similar to the excessive right of way between Evans Road and the corridor).

As evidenced in the 2003 image (next page), the relocated corridor is in place, lots 1-8 are not developed, and the significant residential growth was on-going in the subdivision.

Oak Island, a development to the north of Hillcrest, was platted in 2001. At the time of platting, the corridor had not been completed. This development and others north of Hillcrest are buffered from the Highway 605 corridor by Evans Road and additional MDOT right of way. While the subdivisions are within close proximity to the corridor, the buffer limits visibility and noises impacting the residents.

The **Briars** located east of Old Lorraine Road was platted in 2002. It is adjacent to a commercial area but away from the corridor. Similarly, **Oxford Point**, **Brookstone** and **Waterside** were developed on the Island but away from the corridor.

Two recent development, **Carriagewood** and **Bridgewater Bay**, are located immediately 'behind' parcels that are adjacent to the corridor. Bridgewater Bay is a single-family subdivision that is being developed adjacent to a commercial development that includes restaurants, office spaces, clinics, retail and other uses. Carriagewood is a



small cul-de-sac immediately west of the subject site of the requested rezone. The eastern lots have rear yards that are adjacent to the subject site.

In August 2022 the City approved a small **six lot 'resubdivision'** of two parcels for residential development along the south side of Treelawn Street and west of Evans Road. This resubdivision will be buffered from the Lorraine Road corridor by excessive right of way of MDOT and Evans Road (upper right image).

As noted above, there has been a significant amount of residential development on the Island over the past 25 years. This residential development has been exclusively away from the corridor, and no single-family residential development has occurred adjacent to the corridor since its reconfiguration. Rezoning by the City have led to a change in character of the corridor, and building a residential structure along the corridor today would be completely out of character for the area, and it would go against a trend toward commercialization that has been very steady over the past 20 years. It would also conflict with the City's Future Land Use Plan.

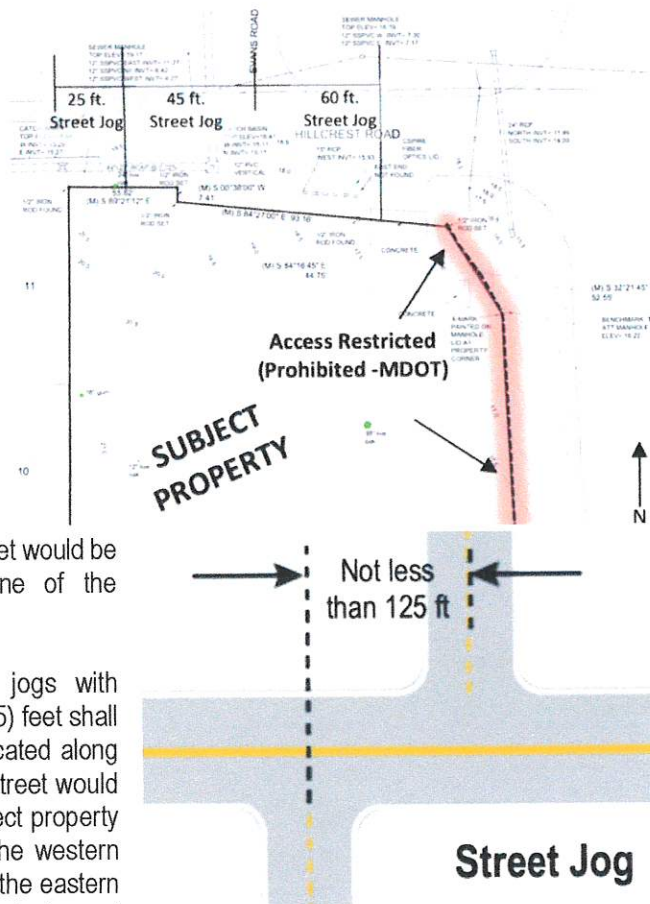
The subject property is unique because it is essentially the only undeveloped residentially zoned parcel on the Highway 605 corridor from the beach to Dedeaux Road. Numerous other properties have been rezoned from single-family residential to R-B and B-1 over the past 20 years, and the overwhelming majority of properties (including those with existing residential units) are currently zoned to permit or encourage commercial or industrial uses. Not a single property has been rezoned to a residential district along the corridor. No single-family residential unit has been constructed along the corridor in more than 20 years. The two residentially zoned properties with residential structures were developed more than 50 years ago.

Limitations on Residential Development and Access

The subject property is restricted from accessing Lorraine Road because prohibitions imposed by the Mississippi Department of Transportation, and this restriction extends westward along a portion of Hillcrest Road. Access to Lorraine Road is managed and permitted only at existing intersections and streets such as Hillcrest Road. Any development on the subject property will be required to use Hillcrest Road to access Lorraine Road. Developing a single family subdivision is not possible without significant relief from of zoning requirements and impositions on adjacent properties.

According to Gulfport's design standards for streets, a right of way for a 'Minor Street' is required to be 60 feet in width. This development would be required to develop as a cul-de-sac with the southern lots facing the cul-de-sac and lots rearing along Highway 605. The street would be required to be located along the east property line of the Carriagewood subdivision development.

Section 9.50.B.10 Intersections states that "Street jogs with centerline offsets less than one hundred twenty-five (125) feet shall be avoided." Clearview Road and Evans Road are located along the north side of Hillcrest Drive. A newly constructed street would need to be within the westernmost portions of the subject property for a single-loaded residential street development. The western right of way line of this street would be in common with the eastern property line of the adjacent Carriagewood lots. The centerlines of Clearview and Evans Road have a separation of approximately 70 feet. The 'Street Jog' created by a new residential



street along the west side of the subject parcel would be approximately 25 feet from the centerline of Clearview Road and 45 feet from the centerline of Evans Road. In both cases, the separation is significantly less than required 125 feet by the design standards. Because of the MDOT access prohibition along Hillcrest Road, an access roadway along the eastern edge of the lot would not be practical. However, if constructed, it would create a street jog of approximately 60 feet from Evans Road. These street jogs fail to meet the minimum separation required by the zoning ordinance.

Another issue with creating a residential subdivision on the property is that it will create double frontage lots within the subdivision on the site with lots rearing onto Lorraine Road. Double frontage lots are addressed within the Subdivision Regulations as follows:

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.

This requirement or relief would be helpful for the development (if it was practical to occur) because it is adjacent to a 'major street'. The primary issue of placing the required street along the western property line is that it creates double frontage lots with the parcels along the east side of Carriagewood. This is not permitted because it does not conform to the requirement above, and it creates double frontage lots on other properties. In some cases, this could actually cause nonconformities on the Carriagewood lots or structures. These properties would now be required to have two 'front yards' with 25 setbacks. The current rear setback requirement for the residential lots within Carriagewood is 8 feet, but this setback requirement would be increased to 25 feet if the lots were 'double-fronting'. Within these setbacks accessory structures may not be permitted or, at minimum, be forced to be located closer to the primary structure. Developing the property for single-family residential is not practical or likely because of the City's land use regulations.

Based on a review of the corridor and tax records, there has not been a single family home constructed adjacent to Lorraine Road after its reconfiguration. Many of the homes and residential lots within the immediate vicinity or adjacent to the corridor were acquired during the early phases of the project, and the homes were removed. Since its reconfiguration, additional single family homes have been removed along from the corridor for commercial development. More than 10 single-family residential homes were removed during the acquisition and construction phases of the corridor. The subject property was once residential but the primary structure was removed during the reconfiguration of the roadway, and the remaining accessory structures on the property were removed in approximately 2005. South of the site, a waterfront home was removed approximately 10 years ago along the west side of the corridor, and another in this same area was removed in approximately 2019 for the construction of the Marina Cantina. The removal of these homes indicate a trend toward commercial with the removal of residential units.

If the owner or another developer decided to construct a residential unit or develop a subdivision on this property, it would represent the first residential development adjacent to the corridor since its reconfiguration in approximately 2003. The development of a subdivision could not comply with the zoning and subdivision regulations. Homes within the subdivision would likely be significantly less than other homes in the area.

There is a significant difference from properties being located along or adjacent to a primary arterial or highway corridor and those being located away from the corridor. From a commercial perspective, the noises and lights associated with traffic are not considered a nuisance. No visual or sound barrier is needed because commercial properties benefit from high visibility. It is considered free advertising, and higher traffic counts along a corridor can yield more clients or more customers. Commercial properties with high traffic counts are very desirable for most businesses.

In contrast, single-family residential properties often consider the characteristics of high traffic and the related noises and lights as being a nuisance. Many developers eliminate through streets and create cul-de-sacs to reduce traffic volume. Lower priced lots or smaller, more affordable houses are often situated along subdivision entrances that are adjacent to commercial corridors. Oftentimes, these properties are not developed as single-family residential but as transitional uses such as multi-family or neighborhood commercial. And in many instances, properties along the busy

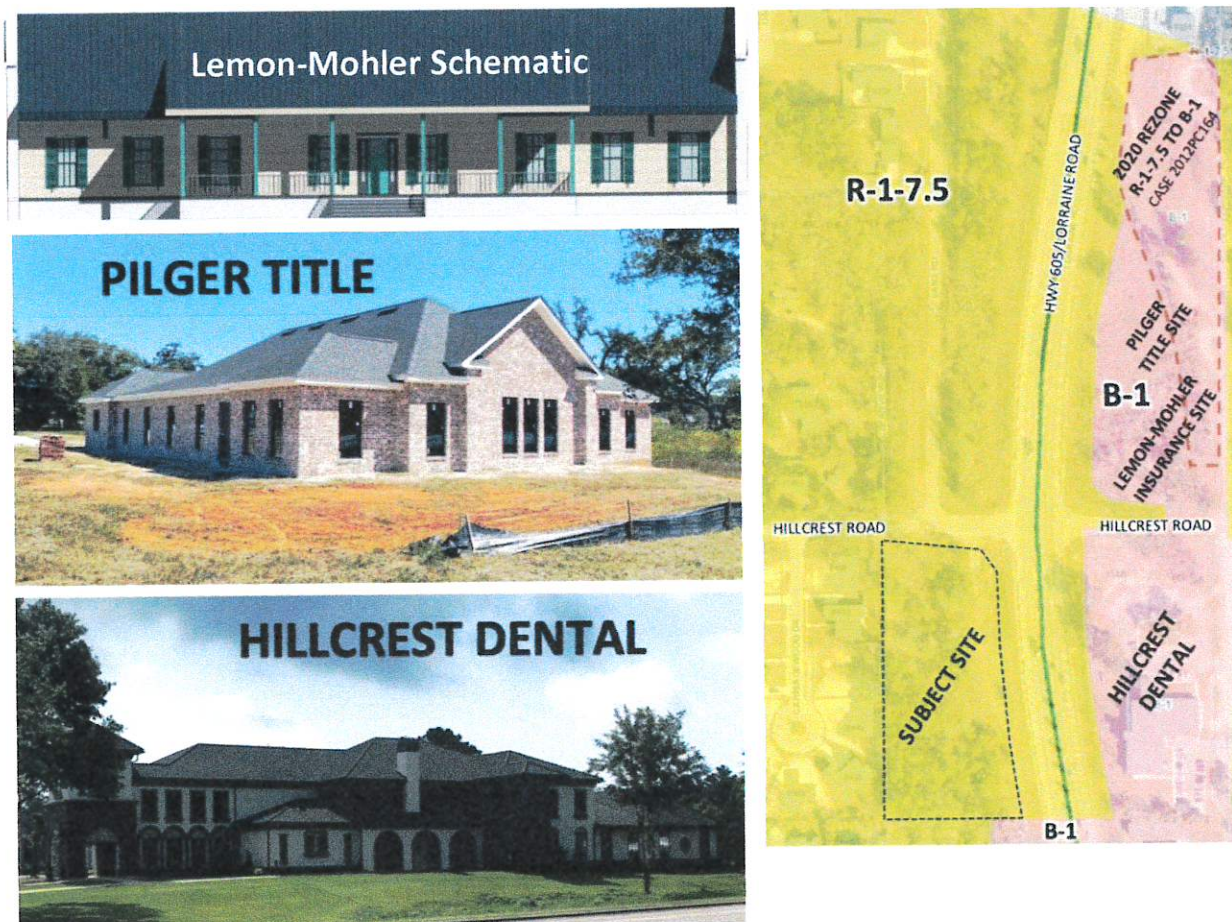
corridors are simply used as buffers. It is not common to construct single-family homes adjacent to primary arterials, and this is often a result of zoning put in place by the jurisdictions to encourage business and commercial development in these areas.

Permit Review.

The Island has followed this trend of development with buffers and commercial areas along the corridor since its reconfiguration. Little to no investment has been made in residential structures immediately adjacent to the right of way due to decreases in value that are likely related to an understanding that these buildings will ultimately convert to commercial and recognizing that the residential values have decreased in these properties.

During the process of compiling this supplement report, a Public Records or Freedom of Information Act Request was submitted. A list of residential properties (to include residential structures in commercially and residentially zoned areas) was submitted to the City of Gulfport requesting copies of building permits issued along the corridor in the past five years. According to the information provided, no residential permits were issued for any residentially zoned property along the Highway 605 corridor over the past five years. No permits for new construction and no permits for improvements were issued for any single-family residential structure along the corridor and on the Island.

Over this period of time, only one residential structure/property between Highway 90 and Dedeaux Road and along the Cowan-Lorraine Road/Highway 605 corridor received any building permits. A residential property on the corner of Georgia Place (located south of CSX railway and near Highway 90) and Cowan-Lorraine Road was issued a permit for a garage and fence. This property has an R-B designation. Over the past 5 year period, this is the only instance of a building permit issued for any residential use.



During this same period of time, numerous building permits were issued for commercial activities along the corridor. This includes permits for recently rezoned parcel of land along the north side of Hillcrest and on the east side of Lorraine Road. Pilger Title is in the process of completing a new office on property that was recently rezoned from R-1-7.5 to B-1. Plans are being developed to construct the Lemon-Mohler Insurance office to the south of the Pilger parcel. These are developments that are adjacent to the corridor (and across the street from the subject property) that were made possible by a rezoning from R-1-7.5 to B-1. Significant investment continues along the corridor and more development is expected that will be exclusively commercial or mixed-use. No residential development will occur on the property if it remains designated as single-family residential.



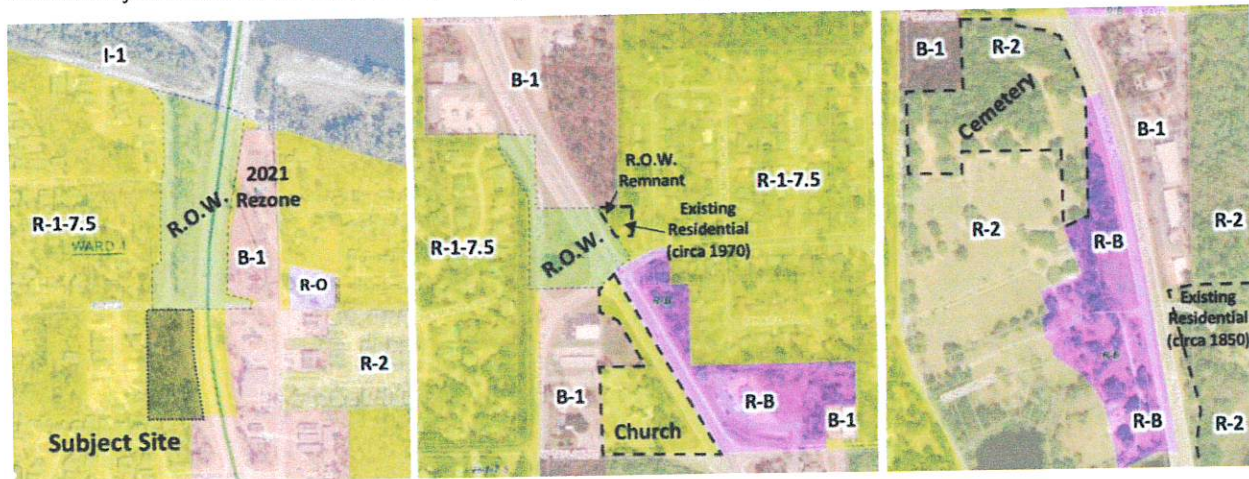
Despite being occupied with residential structures, many lots and areas along the southern portions of the corridor were zoned T-4+. This is consistent with an R-B District, and permits a number of commercial uses.

Corridor Review:

The lack of residential development along the corridor is largely a result of actions by the City of Gulfport. In the areas south of Pass Road, existing residential properties were designated as districts that permit commercial uses. The City rezoned large portions of the area between Pass Road and Beach Boulevard as T-4+ (which is consistent with the R-B District). This is evident near the intersection of Pinecrest and Poplar Drives with Cowan/Lorraine Road. These

parcels are adjacent to the corridor were zoned to accommodate commercial growth despite being occupied by residential structures. Similarly, areas along Georgia Place were designated as T4+. While some of these areas or parcels are adjacent to the corridor, in some instances, the T-4+ Districts designations extended into the more established residential areas.

Residential properties adjacent to the corridor have consistently been rezoned to R-B and B-1 Districts to allow commercial development. This most recently occurred immediately northeast of the subject property. As the City continues to encourage commercial development with rezonings, it has singled-out this property to remain single-family residential (R-1-7.5). With approximately 10 rezonings from residential to B-1 or R-B (including the property located immediately northeast of the subject site) the City has continuously recognized the change in character of the corridor.



Public Need: Spot Zoning is contrary to Public Need

There is a public need for the rezoning. Cities should not designate properties in a manner that makes the property undevelopable or require that the owner develops their property in a manner that is not consistent with the surrounding properties. Keeping the property as the only undeveloped residential parcel along the corridor despite no residential units being constructed along the corridor within the past 20 years or since the roadway was reconfigured is essentially a 'spot zoning'. This parcel is being singled-out and being required by its zoning designation to develop in a manner that is not consistent with others along the corridor. The City of Gulfport has designated other properties along the corridor to permit commercial development to include those areas that are currently occupied by residential uses. By this effort, the City is encouraging the market or uses of land to transition from existing residential toward commercial uses. The City has rezoned several properties within the immediate area to R-B and B-1. This is not the case for the subject site that is designated as commercial on the Comprehensive Plan's Future Land Use Map. Maintaining the designation as R-1-7.5 represents spot zoning of the property.

Cowan-Lorraine Road/Hwy 605 Land use and Zoning Characteristics Highway 90 to Dedeaux Road (4.5 miles)

No. of Total Parcels	162
No. of Commercial/Industrial Zoned Parcels	154
No. of Residentially Zoned Parcels	8
Residential Parcels as Institutional Use	2
Developed Residential Parcels	3
Remnant and Undevelopable Parcels	2
Available to Develop (Myer's property)	1

Public Need: Need Reduce Leakage.

A economic analysis of the Island was provided through Esri data from South Mississippi Planning and Development District (SMPDD). This analysis demonstrates a significant amount of 'leakage' of goods and services. Leakage refers to the need, desire or inability to purchase goods or services within a certain geographic area. The charts to the right demonstrate the leakage from the Island.

While it is obvious that certain regional or subregional goods and services (automobile dealers, building materials, etc.) should not be located within the immediate area, there a number of goods that should be available to the residents of the Island. Jewelry, luggage and leather goods stores, Health and Personal Care

Stores, Beer, Wine and Liquor Stores, Special Food Stores, and others shows a leakage of 100 percent. Restaurants demonstrate a leakage of approximately 85 percent. Clothing stores have a leakage of 50 percent. Throughout the tables, it is demonstrated that residents of the Island have to leave the area to purchase goods for their daily needs.

Summary.

Rezoning to B-1 or R-B will not encourage or permit big box retailers or grocers. Fast food restaurants are not permitted in these districts. The site is too small to accommodate larger uses and the site is significantly restricted by a number of large Live Oak trees that are protected. The rezoning will allow uses that provide for goods and services to the immediate area. The B-1 and R-B Districts were designed to be adjacent to single-family residential uses and allow transitional uses and areas between more intense commercial areas and residential areas.

The City has rezoned numerous properties to the point that the corridor is almost completely commercial from Beach Boulevard to Dedeaux Road. By maintaining the current zoning, the site is essentially spot zoned. Developing the property as single-family residential, as zoned, would be contrary to a 20 year trend, the City's Comprehensive Plan, and the City's Zoning Ordinance.



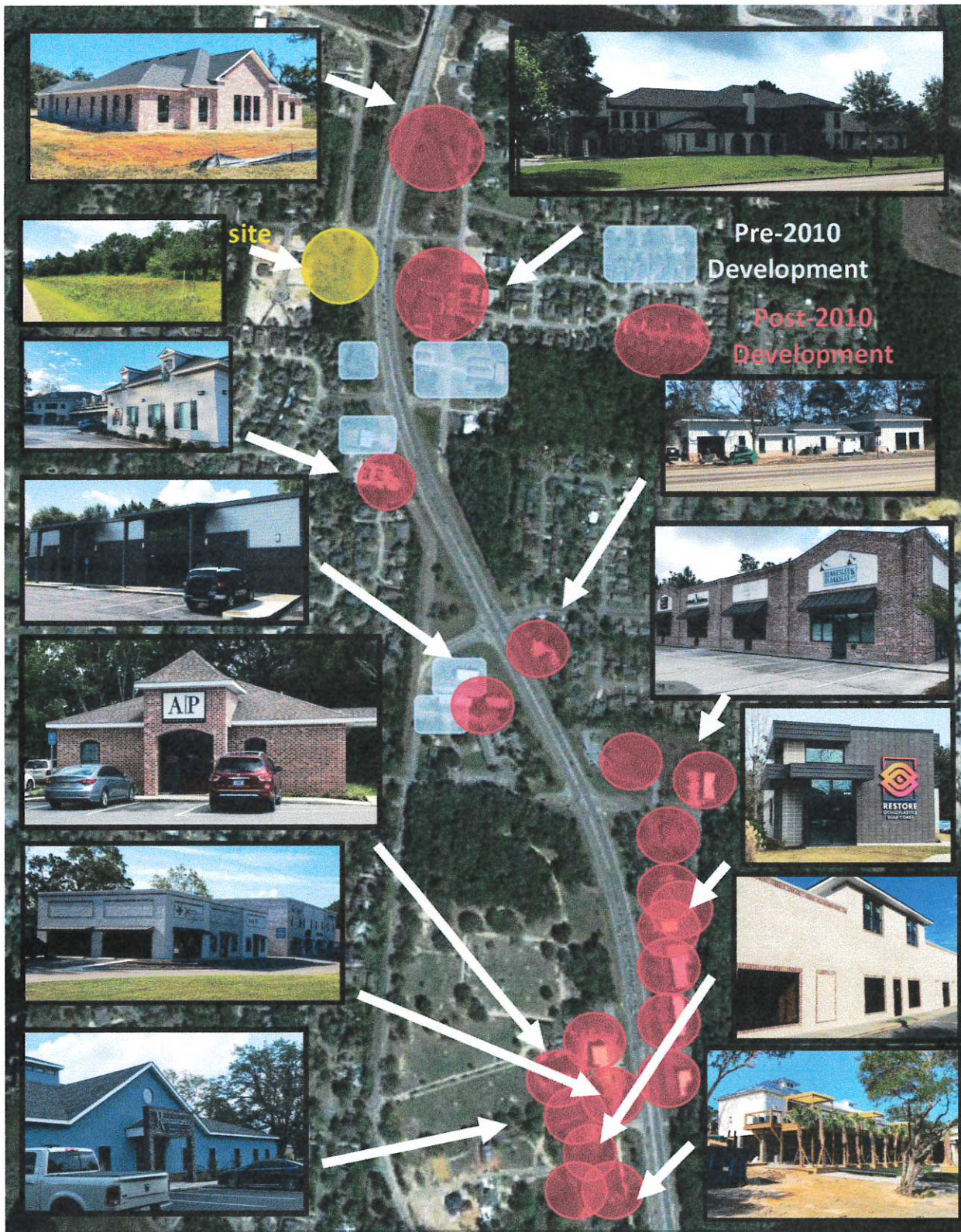
Land Use and Area Analysis of Corridor

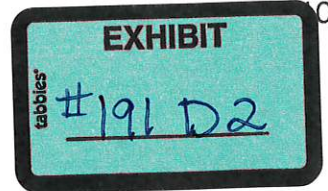
Exhibit

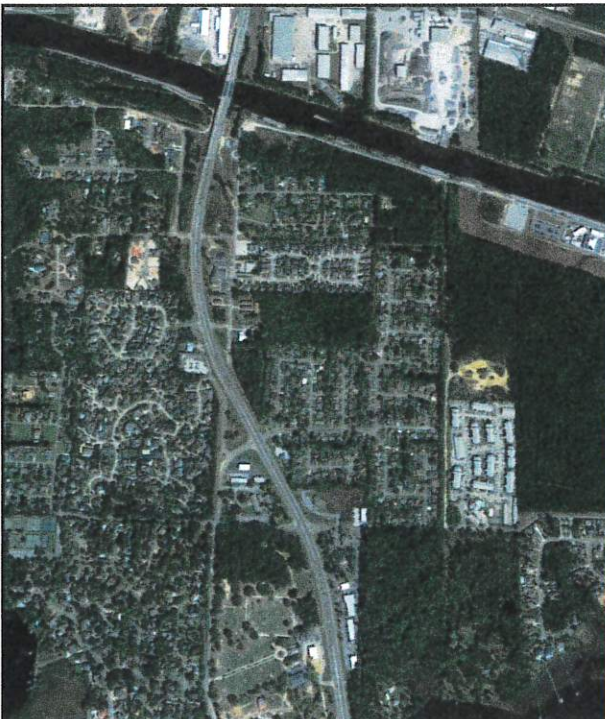
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West Side Owner	Parcel ID	Zoning	Dev/ Vac	Use	Area	Developed Area	Undeveloped Areas			
							Res.	Comm.	Restricted	Area/Reason
Sharon Myers	1009M-03-004.000	R-1-7.5	uddev	vacant	1.1		1.1			
Sharon Myers	1009M-03-006.000	R-1-7.5	uddev	vacant	1.9		1.9			
TLC Properties	1009M-03-010.069	B-1	dev	billboard	0.35	0.35				
Sav-A-Life	1009M-03-010.005	B-1	dev	med. Clinic	0.54	0.54				
KAT5 LLC	1009M-03-010.001	B-1	dev	real estate	1.54	1.54				
Palm Plaza Properties	1009M-02-037.000	B-1	dev	retail - strip	0.45	0.45				
Pelican Enterprises	1009M-02-038.000	B-1	dev	retail - strip	0.8	0.8				
Trustess of Diocese/MS	1009M-02-040.000	R-1-7.5	dev	church	3.9	3.9				
Southern MS Cemetery	1010D-01-001.001	R-1-7.5	undev	cemetery	11.4				11.4	deed restricts
9P Holdings	1010D-01-009.000	R-B	dev	office	2.3	2.3				
9P Holdings	1010D-01-009.004	R-B	dev	office	1.4	1.4				
9P Holdings	1010D-01-008.001	R-B	dev	vacant	1.2	1.2				
9P Holdings	1010D-01-008.002	R-B	dev	vacant	1.01	1.01				
9P Holdings	1010D-01-008.003	R-B	undev	vacant	0.82	0.82				
9P Holdings	1010D-01-008.004	R-B	dev	vacant	0.8	0.8				
						29.5	15.11	3	0	11.4

East Side Owner	Parcel ID	Zoning	Dev/ Vac	Use	Area	Developed Area	Undeveloped Areas			
							Res.	Comm.	Restricted	Area/Reason
Audubon Pointe Vent	1009L-02-001.001	B-1	construction	vacant	2.2	2.2				(subdivided/Pilger-L&M)
Audubon Pointe Vent	1009L-03-007.000	B-1	construction	developing	1.9	1.9				(subdivided/Pilger-L&M)
LECA Development	1009M-03-001.000	B-1	dev	dental clinic	2.7	2.7				
Diane Buchanan	1009M-03-010.002	B-1	dev	mini-storage/	0.64	0.64				
(same)		B-1	dev	billboard						
Hardy Crt Shopping Ctr	1009M-01-004.000	B-1	undev	vacant	3.4			3.4		not available
S. Fayard/K. Jeschke	1009M-01-007.000	R-1-7.5	undev	vacant	0.1	0.1				
T. Sutton	1009M-01-008.000	R-1-7.5	dev	residential	0.2	0.2				
K and V. Shaddix	1009M-02-031.000	R-B	dev	dental parking	0.07	0.072				
K and V. Shaddix	1009M-02-038.002	R-B	dev	dental parking	0.16	0.16				
Garner Property/Dev	1009M-02-038.001	R-B	dev	dental clinic	0.72	0.72				
Gulf Coast Leasing	1009M-02-040.001	R-B	dev	medical clinic	3.9	3.9				
TDC Holdings LLC	1010D-01-001.000	B-1	dev	medical clinic	1.5	1.5				
BOV Enterprises	1010D-01-001.002	B-1	dev	medical clinic	1.1	1.1				
PWH Holdings	1010D-01-001.003	B-1	undev	vacant	0.64	0.64				
Pelican Homes	1010D-01-001.011	B-1	dev	medical clinic	0.55	0.55				
Mamie St. Properties	1010D-01-001.005	B-1	dev	strip/retail	1.1	1.1				
Pelican Homes	1010D-01-001.008	B-1	dev	strip/retail	1.1	1.1				
8910 Lorrain Rd LLC	1010D-01-001.010	B-1	dev	dental clinic	0.5	0.5				
George M. Ellis	1010D-01-008.000	R-2	undev	access/remnant	0.58	0.58				
Margaret Bond	1010C-01-003.000	R-2	dev	residential	8.8	8.8				
						31.9	28.462	0	3.4	0





An aerial photograph showing a residential area with many houses and trees. A road runs vertically through the center, and a river or canal runs horizontally across the top. Some commercial buildings are visible near the river.

Application to Rezone Properties on West Side of HWY 605 & South of Hillcrest Rd

Donovan Scruggs, AICP
October 27, 2022

1

Rezoning Overview

- Hwy 605/Lorraine Road is a commercial corridor. This is supported by numerous commercial buildings constructed over the past 15 years.
- Change in neighborhood character is overwhelming with numerous rezonings including the Pilger and Lemon Mohler properties east of the site.
- No single-family development has occurred along the corridor since its reconfiguration (no new SFR in more than 20 years) – Removes potential spot zoning of the property.
- More single-family homes removed than constructed along corridor.
- The proposed B-1 District was designed to protect adjacent residential areas with a transition from intense commercial areas.

2

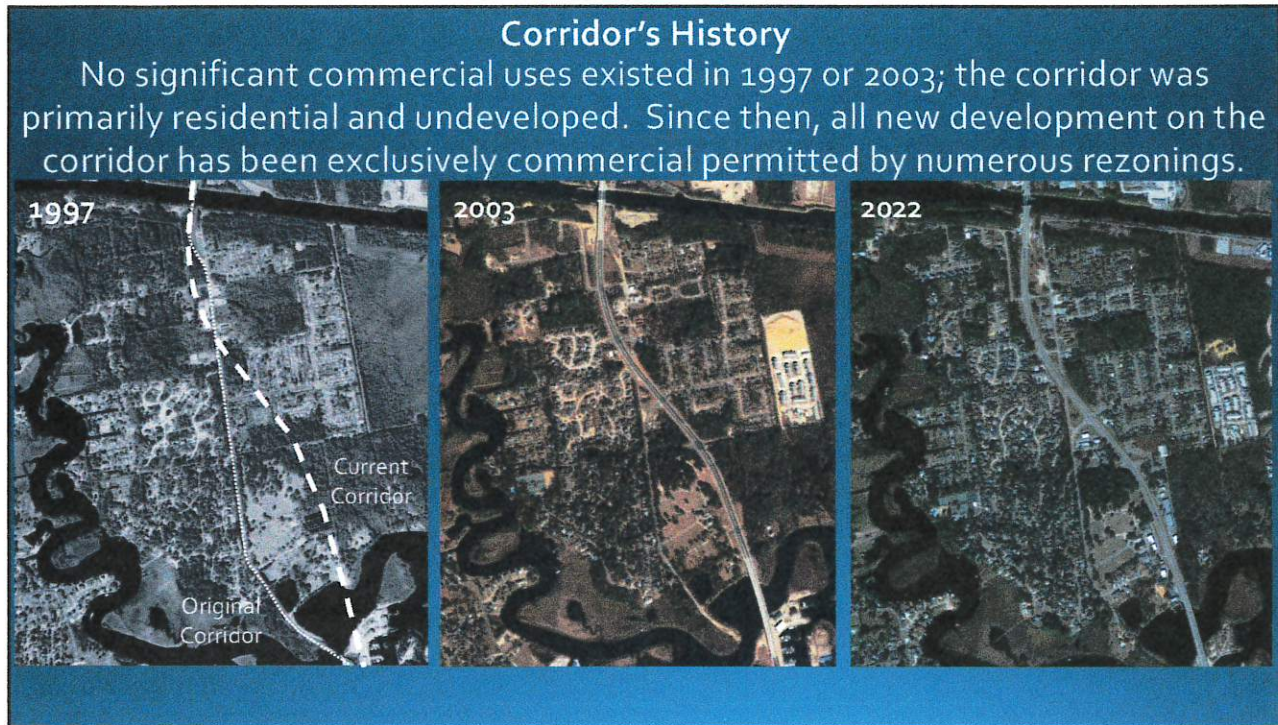
Rezoning Overview

- In 2018 Hillcrest Dental was constructed immediately east of the site (east side of Hwy 605/Lorraine Road).
- In 2021 the parcel northeast of the site (north of Hillcrest along east side of Hwy 605/Lorraine Road) was rezoned from R-1-7.5 to B-1 based on a change in character of the corridor.
- In 2022 Pilger Title began construction of a new office northeast of the site.
- Lemon Mohler Insurance is expected to begin construction along north side of Hillcrest (south of Pilger Title) later this year.
- Request is consistent with numerous other areas where B-1 and R-B uses are adjacent to single-family residential.

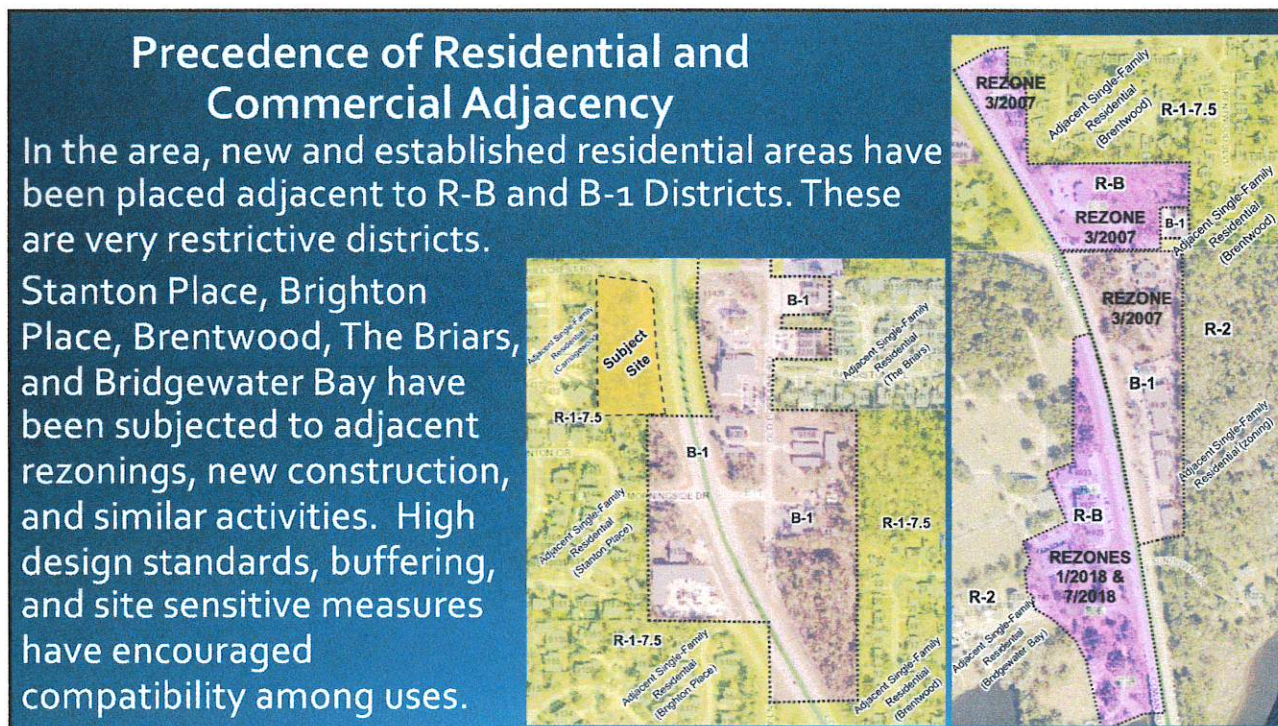
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5



6

Precedence of Residential and Commercial Adjacency

Rezoning has occurred to place B-1 and R-B Districts adjacent to residential areas.

This has included rezonings by existing residential structures and by undeveloped areas zoned for residential



7

Request is consistent with existing development patterns

Tree lawn and Oak Island are 'buffered' by excessive MDOT right of way and Evans Road.

Bridgewater Bay developed in a similar manner with single-family residential located behind and adjacent to commercial areas.

Brentwood is adjacent to B-1 and R-B sites.



8

B-1 District

These districts are composed of land and structures occupied by or suitable for uses furnishing the retail goods, such as groceries and drugs, and services, such as barbering and shoe repairing, to satisfy to daily household needs of the surrounding residential neighborhoods. Often located on a thoroughfare or near the intersection of two (2) thoroughfares, these districts are small and within convenient distance of most of the areas they serve. The district regulations are designed to permit the development of the districts for their purpose and to protect the abutting and surrounding residential areas. It is intended that additional neighborhood business districts will be created, in accordance with the amendment procedure of this ordinance, as they are needed to serve new residential areas.

9

Site Restrictions: Uses

Many of the undesirable uses mentioned by residents are not permitted or simply not feasible for the site and zoning:

Not Permitted (by-right): Drive-In Restaurant, Drive Through Restaurant (fast food-Burger King, Sonic, McDonalds), auto repairs

Neighborhood Walmart (Requires 6 to 8 acres). Site is less than 3 acres.

Dollar General typically requires better or direct access for larger vehicles. The site is not consistent with their needs.

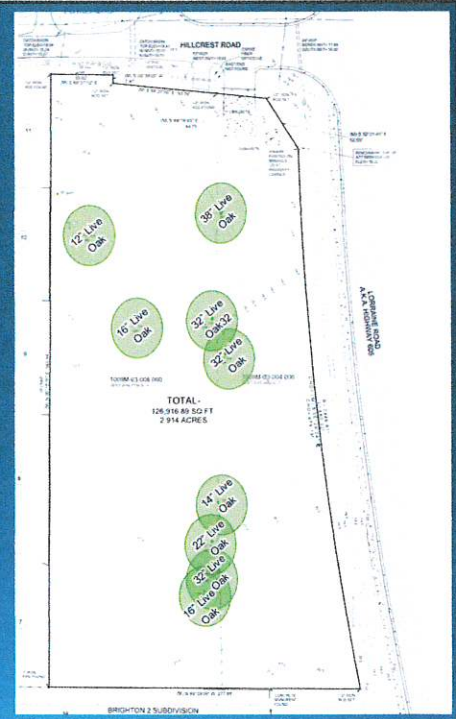
High volume retail is not ideal and doesn't meet criteria of corporations.

10

Site Restrictions: Tree Preservation

The site includes several large Live Oaks trees that are protected by the Tree Protection Ordinance. The site has been designed to preserve these trees.

The location of the trees are situated within the center of the properties (north to south). This prohibits the construction of a large building or large, monolithic parking areas.

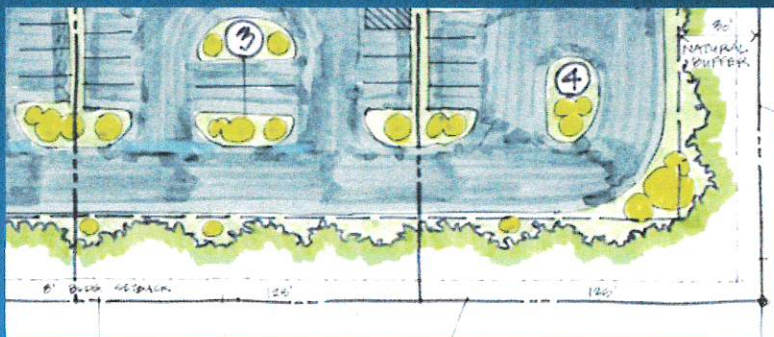


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Site Restrictions: Buffer Strips

Buffer planting strips. Wherever the boundary of a building site in a B-1, B-2, B-3, E-G, I-1 or I-2 district adjoins an R-1, R-2, R-O or R-B district, and where a business use in an R-B district adjoins a one-family, two-family or multiple-family dwelling, there shall be provided on such business or industrial building site a buffer strip not less than fifteen (15) feet in width.

The applicant has agreed to increase the buffer area to 30 feet.

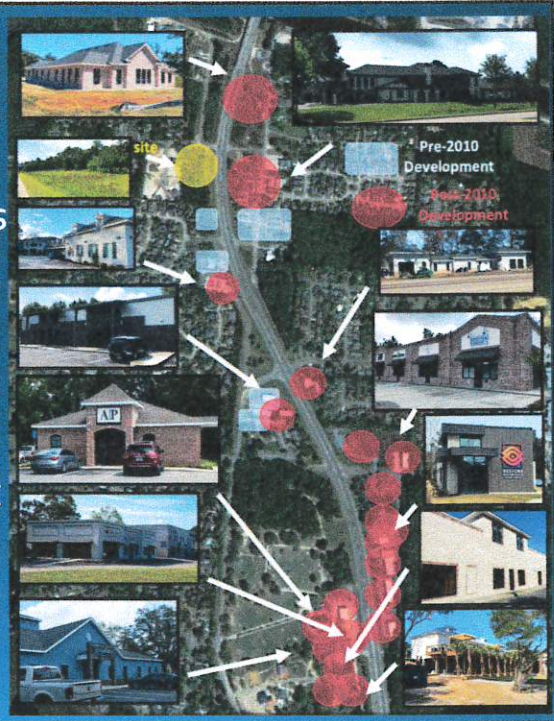


12

Gulfport's Miracle Mile

Significant growth has occurred along this one mile stretch of the corridor. There are at least 21 developments. This growth has occurred since 2010, and the change in character since 2003 is unmatched anywhere else in the City.

- Growth along corridor is exclusively commercial or mixed use.
- The two homes on corridor were built more than 50 years ago.
- No new SFR along corridor.



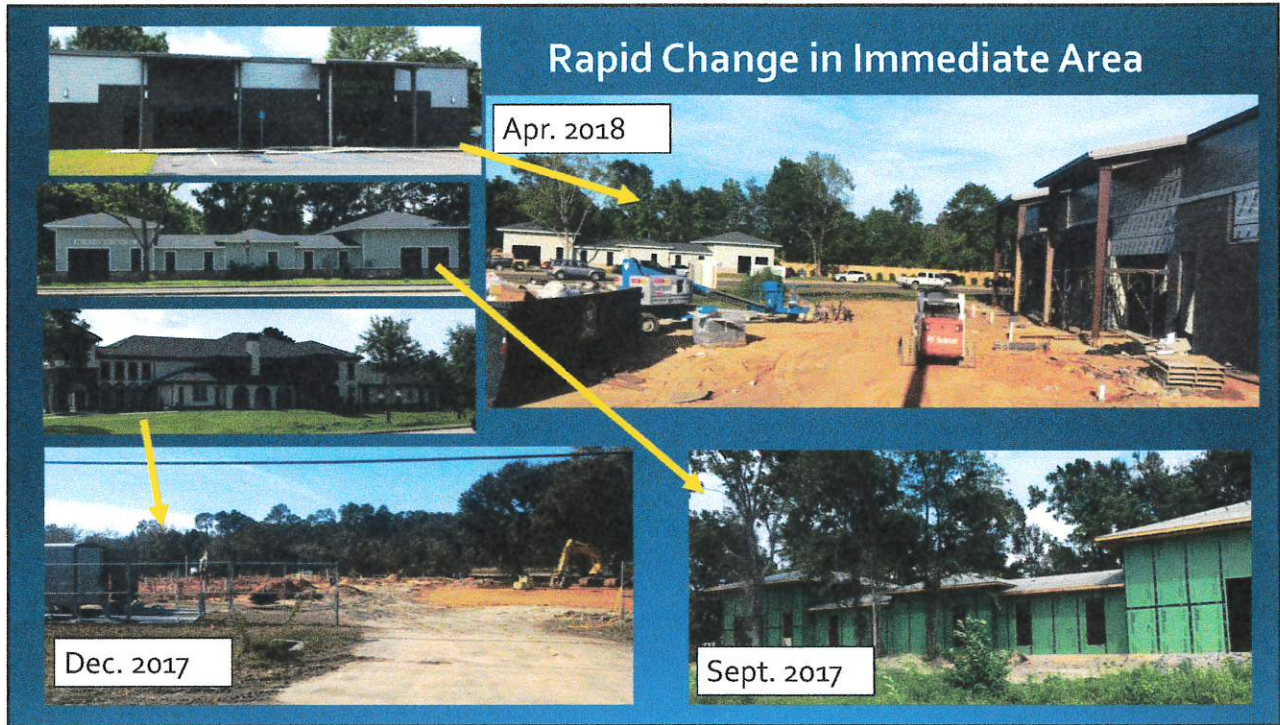
13



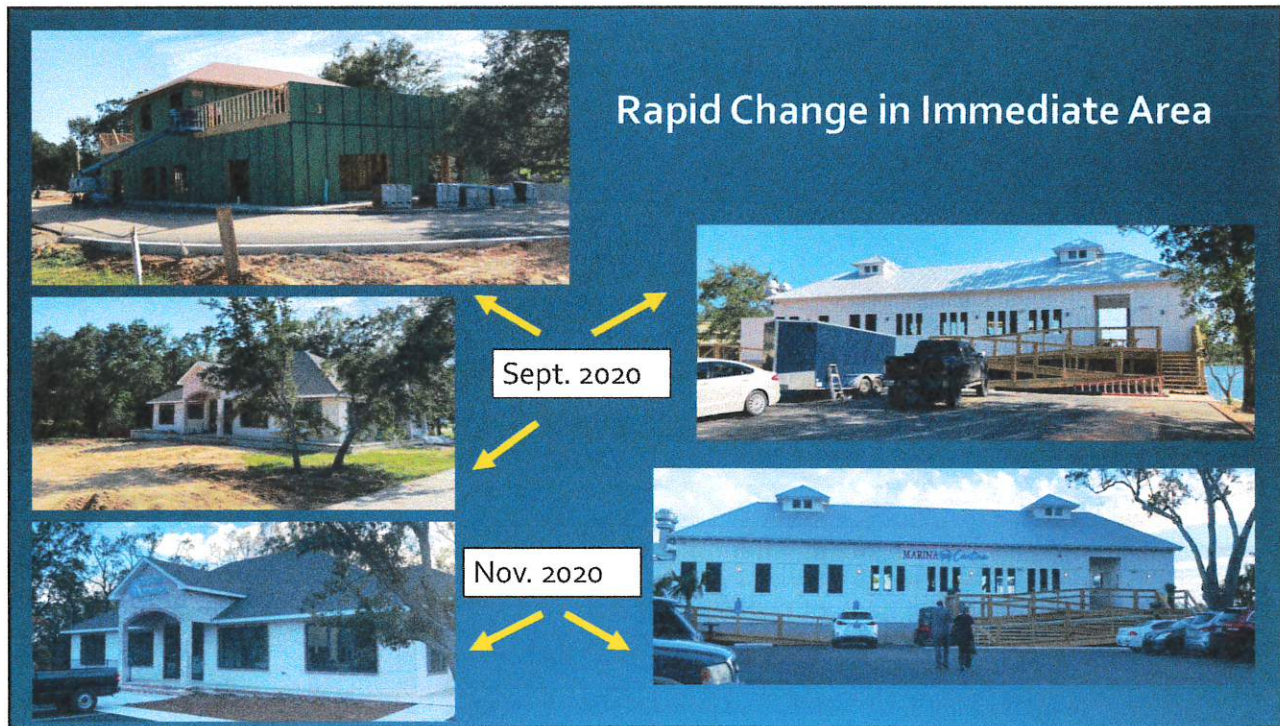
Rezoning Along the Corridor

- 2002 – Audubon Ventures
- 2007 – Bridgewater/Dermatology Clinic Coast / B-1
- 2011 – Coast Allergy and Sinus Clinic / B-1
- 2015 – State Farm, MS Smiles / R-B
- 2016 – Beachview Dental
- 2017 – 9P Holdings/ R-B
- 2018 – 9P Holdings/R-B
- 2021 – Audubon Ventures (Pilger/Lemon-Mohler)

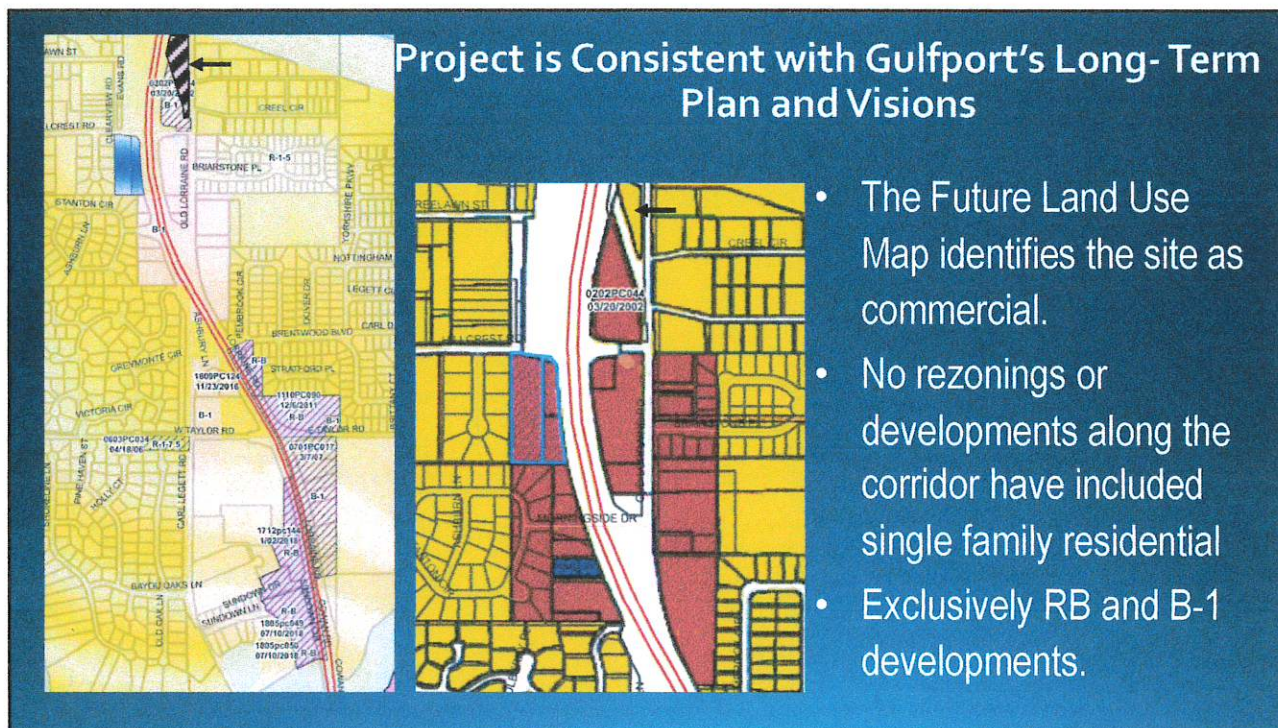
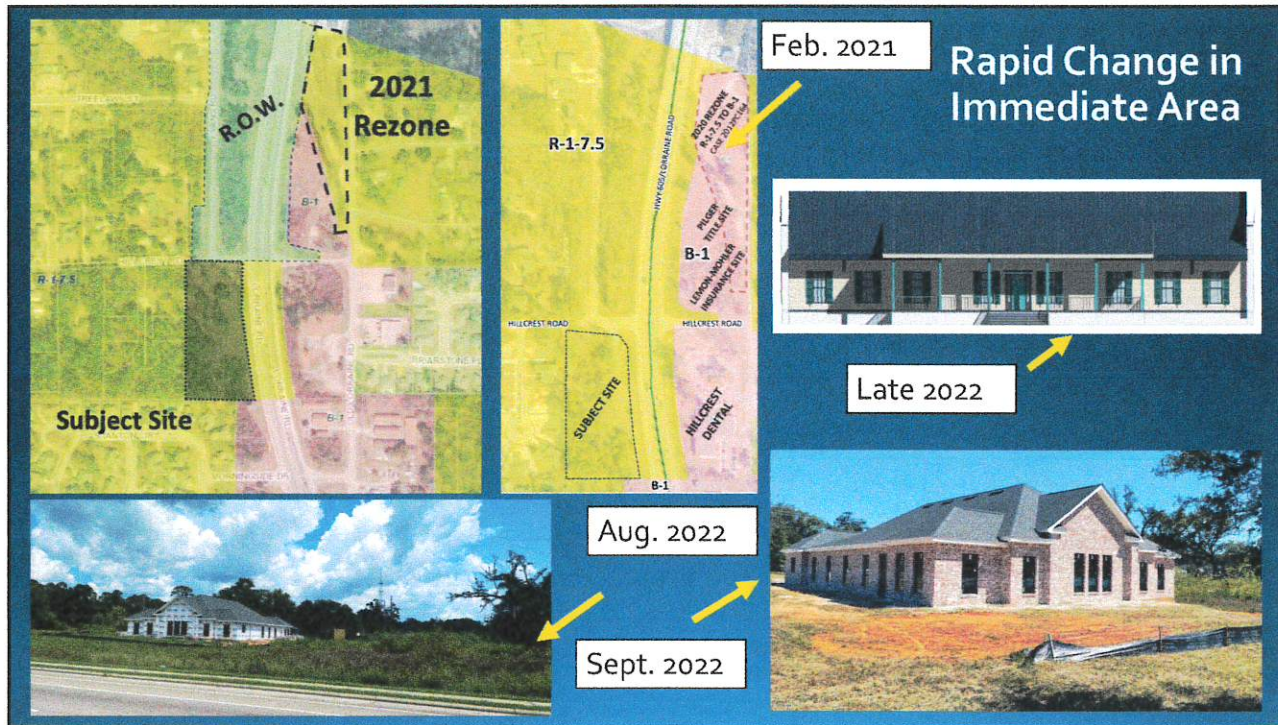
14



15



16



Project is Consistent with Gulfport's Long- Term Plan and Visions

In the City of Gulfport's 2013, 2014, and 2015 Annual Report, it is stated that "The City continues to recognize significant commercial growth along the Highway 605 corridor both north and south of Interstate 10. The commercial growth consists of medical, retail, restaurants, and professional offices."

19

Project is Consistent with Gulfport's Long- Term Plan and Visions

"What we've got going on, what we typically call the island between the bridges, between the Kramer bridge and the Seaway Bridge," said Pietrangelo. "We've got \$7.5 million worth of development going on. I'm happy developers have the faith they have in Gulfport, if they spend money here, know they'll get a return."

"Pietrangelo says he and his colleagues are thrilled to see many of the new projects building up vertically and hope for more of the same in the future."

Millions of Dollars of New Development Going Up in Gulfport, January 13, 2018, WLOX.

20

Project is Consistent with Gulfport's Long-Term Plan and Visions

Mayor Billy Hewes said Cowan Road “has really developed into quite a retail and medical corridor.”
“(Highway) 605 is seen as a big-time opportunity zone.”

The corridor from I-10 to the beach is one of the most attractive for new development in South Mississippi.

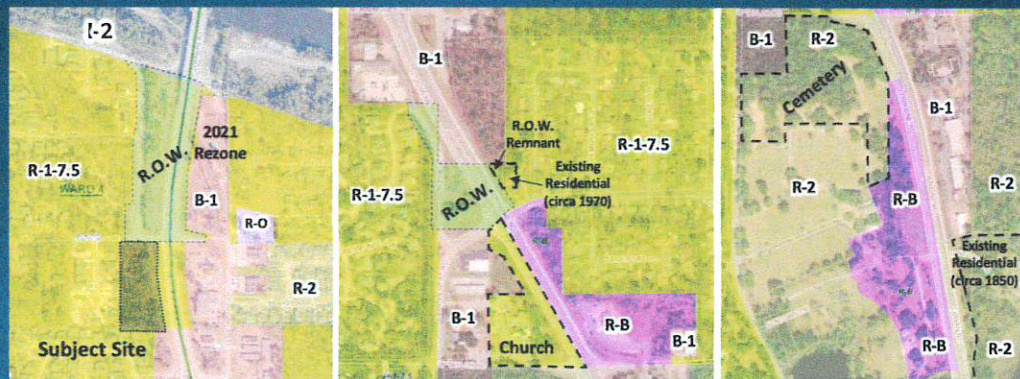
Condos. Restaurants. Boutiques. Why Cowan Road is a hot spot for new Coast development, January 12, 2022, The Sun Herald.

21

Residential Zoned Properties

Despite being adjacent to the corridor, the subject property has a more restrictive zoning than any other undeveloped parcel along the corridor. No developable property along the corridor has a “low density residential” designation. Even properties away from the corridor have medium density or business designations.

Parcels just north of the property along Evans Road have an Industrial (I-2) District designation.

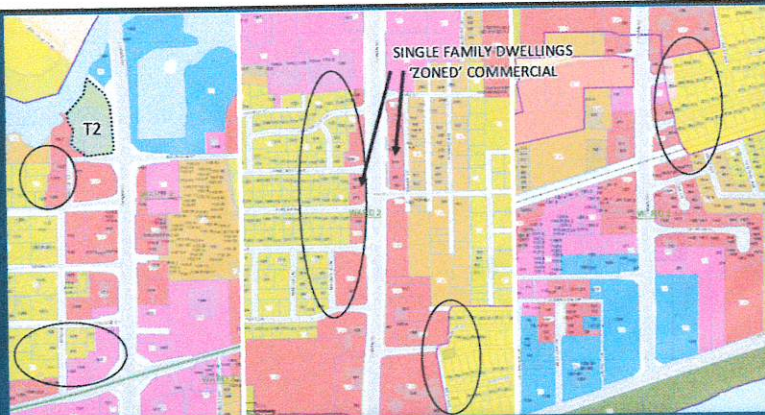


22

Public Need for Additional Commercial Areas

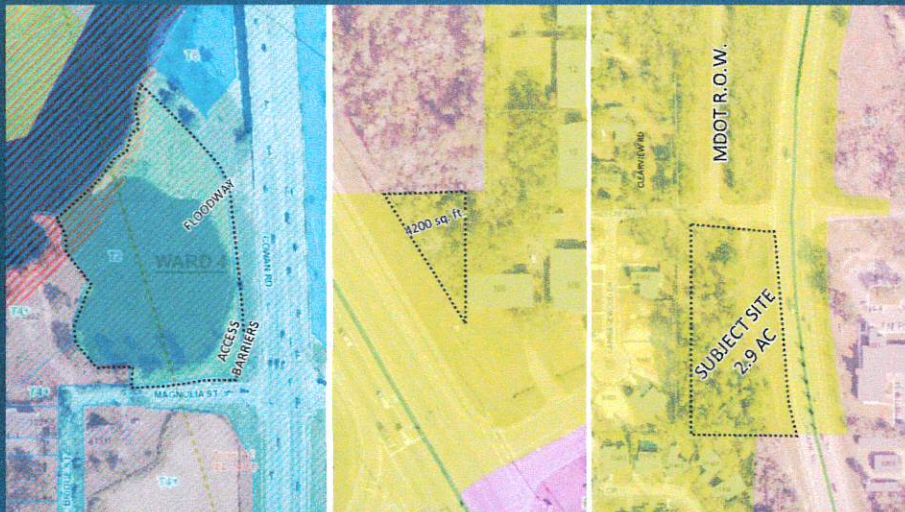
- The site rezoned in the northeast corner of Hillcrest and Lorraine has quickly developed. Of the two remaining pads, one is contracted. The other is adjacent to the lift station has limited visibility from the Seaway Bridge.
- The Hardy Court site is not available.
- The corridor is essentially built out.
- The subject property will not develop as single-family residential due to proximity to the corridor.
- There is a public need to correctly zone property for use, and not maintain zoning to limit or prevent use or development.

23



- From Beach Boulevard to Benard Bayou all properties are zoned to permit commercial development (T₄+ is consistent with R-B).
- South of Pass Road, residential structures have been zoned commercial despite existing residential uses.
- North of Seaway Bridge to Dedeaux Road, all property along corridor is commercial or industrial zoned.
- Essentially, the entire corridor has been identified or zoned for commercial use except for the subject site.

24



The only remaining undeveloped sites (2) and residentially zoned sites along the corridor are not developable. Maintaining the R-1-7.5 designation could be considered 'spot zoning'

25

Site Plan

The applicant provided a preliminary site plan. The buildings will be consistent with others within the area to be well designed and attractive.

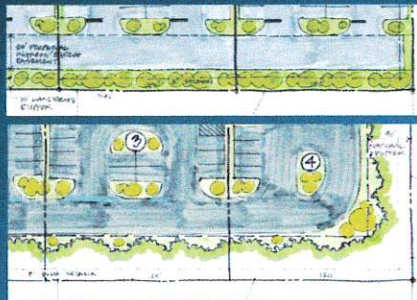
After a neighborhood meeting the site plan was revised to address concerns that were mentioned by residents.



26

Revised Site Plan

The buffer was increased from 15 to 30 feet along south and west property lines.



27

Public Need: Lack of Commercial Sites

Only 1 commercial sites remain

- Hardy Court
- Audubon has Pilger and Lemon Mohler under construction and ready to permit, respectively.

Only 1 developable residential site remains

- Myers site (subject rezoning)

- 17 sites zoned B-1
- 10 sites zoned R-B
- No residential development present – two existing houses are over 50 years old

Maintaining current zoning treats the property inconsistently with other properties along the corridor and should be considered spot zoning.

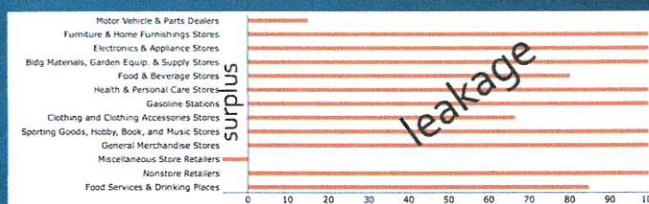
Land Use and Area Analysis of Corridor Exhibit 1

West Side		Parcel ID	Zoning	Dev/Vac	Use	Area	Developed Area	Undeveloped Areas			Area/Reason
Owner								Res.	Comm.	Restricted	
Sharon Myers	10084-03-001-001	R-1-7.5	undev	vacant	1.1	1.1		1.9			
Sharon Myers	10084-03-001-002	R-1-7.5	undev	vacant	1.9	0.35					
TLC Properties	10084-03-010-001	B-1	dev	billboard	0.54	0.54					
Sav-A-Life	10084-03-010-002	B-1	dev	med. clinic	0.54	0.54					
KATS LLC	10084-03-010-003	B-1	dev	real estate	1.54	1.54					
Palm Plaza Properties	10084-02-030-001	B-1	dev	retail - strip	0.45	0.45					
Pelican Enterprises	10084-02-030-002	B-1	dev	retail - strip	0.8	0.8					
Trustees of Diocese/MS	10084-02-042-001	R-1-7.5	dev	church	3.9	3.9					
Southern MS Cemetery	10100-01-001-001	R-1-7.5	undev	cemetery	11.4					11.4	dead restricts
SP Holdings	10100-01-009-001	R-B	dev	office	2.3	2.3					
SP Holdings	10100-01-009-002	R-B	dev	office	1.4	1.4					
SP Holdings	10100-01-008-001	R-B	dev	vacant	1.2	1.2					
SP Holdings	10100-01-008-002	R-B	dev	vacant	1.01	1.01					
SP Holdings	10100-01-008-003	R-B	undev	vacant	0.82	0.82					
SP Holdings	10100-01-008-004	R-B	dev	vacant	0.8	0.8					
						29.5	15.11	3	0	11.4	
East Side		Parcel ID	Zoning	Dev/Vac	Use	Area	Developed Area	Undeveloped Areas			Area/Reason
Owner								Res.	Comm.	Restricted	
Audubon Plante Vent	10084-02-001-001	B-1	undeveloped	vacant	2.2	2.2					(Audubon Plante Vent)
Audubon Plante Vent	10084-02-001-002	B-1	undeveloped	developing	1.9	1.9					(Audubon Plante Vent)
LECA Development	10084-03-001-001	B-1	dev	dental clinic	2.7	2.7					
Diane Buchanan	10084-03-010-002	B-1	dev	mini-storage	0.64	0.64					
(same)		B-1	dev	billboard							
Hardy Crt Shopping Ctr	10084-01-004-001	B-1	undev	vacant	3.4						
S. Fayard/K. Jeschke	10084-01-007-001	R-1-7.5	undev	vacant	0.1	0.1			3.4		not available
T. Sutton	10084-01-008-001	R-1-7.5	dev	residential	0.2	0.2					
Kand V. Shadix	10084-02-031-001	R-B	dev	dental parking	0.07	0.07					
Kand V. Shadix	10084-02-031-002	R-B	dev	dental parking	0.16	0.16					
Quier Property Dev	10084-02-029-001	R-B	dev	dental clinic	0.72	0.72					
Quir Coastal Leasing	10084-02-041-001	R-B	dev	medical clinic	3.9	3.9					
TDC Holdings LLC	10100-01-001-001	B-1	dev	medical clinic	1.5	1.5					
BOV Enterprises	10100-01-001-002	B-1	dev	medical clinic	1.1	1.1					
PWH Holdings	10100-01-001-003	B-1	undev	vacant	0.64	0.64					
Pelican Homes	10100-01-001-004	B-1	dev	medical clinic	0.55	0.55					
Mamie St. Properties	10100-01-001-005	B-1	dev	strip retail	1.1	1.1					
Pelican Homes	10100-01-001-006	B-1	dev	strip retail	1.1	1.1					
8910 Lorman Rd LLC	10100-01-001-007	B-1	dev	dental clinic	0.5	0.5					
George M. Ellis	10100-01-006-001	R-2	undev	access/shipment	0.58	0.58					
Margaret Bond	10100-01-001-008	R-2	dev	residential	8.8	8.8					

28

Public Need: Leakage

- Based on market analysis of industry subsectors, there is significant leakage on the Island.
- This points to a public need for businesses to support the area residents.



29

R-1-7.5 Single Family Residential

"These districts are composed mainly of areas containing one-family and open areas where such development seems likely to occur."

Because no single-family residences have been constructed adjacent to the Highway 605 corridor, this site is not one "where such development seems likely to occur."

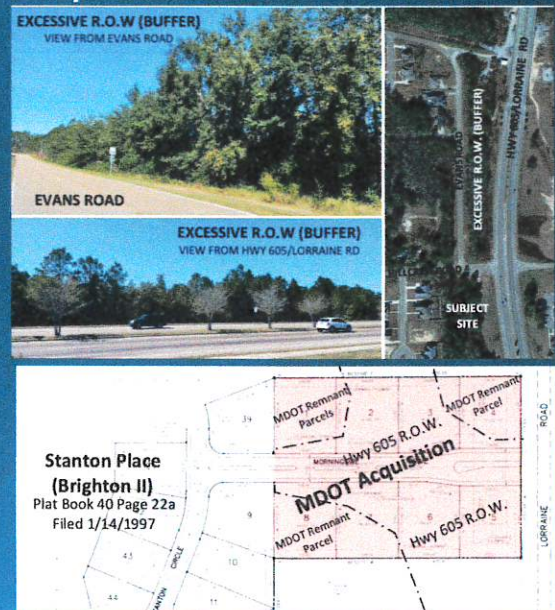
Cowan-Lorraine Road/Hwy 605 Land use and Zoning Characteristics Highway 90 to Dedeaux Road (4.5 miles)

No. of Total Parcels	162
No. of Commercial/Industrial Zoned Parcels	154
No. of Residentially Zoned Parcels	8
Residential Parcels as Institutional Use	2
Developed Residential Parcels	3
Remnant and Undevelopable Parcels	2
Available to Develop (Myer's property)	1

30

Single-Family Development Impediments/Barriers

- Unlike properties to the north, the site is adjacent to MDOT right of way.
- New homes would be required to “back up” to the corridor’s noises, lights, and traffic.
- MDOT excessive rights of way provides vegetative buffers that are not present south of Hillcrest.
- Stanton Place is buffered by remnant parcels to provide separation between residential structures and the corridor.



31

Single-Family Development Impediments/Barriers

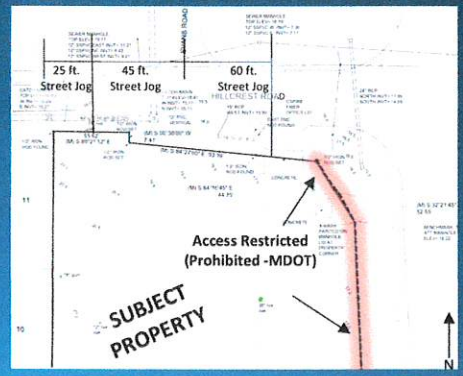
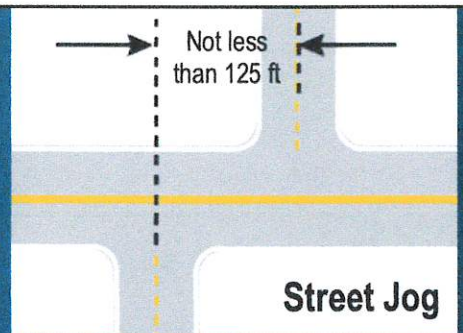
- Since the relocation of the corridor new residential developments have been away from the corridor or not adjacent to the corridor.
- This is achieved by being located behind remnant parcels, commercial parcels, or excessive rights of way.
- This site should follow the established precedence with a ‘neighborhood friendly’ designation of B-1.



32

Single-Family Development Impediments/Barriers

- Design regulations require 'street jogs' of 125 feet for residential streets. This site cannot meet that requirement (Street Jogs of 25 feet to 60 feet).
- Developing as a single-loaded development would be 'double frontage' for proposed lots, but would also create 'double frontage' lots along the west property line.
- Double frontage lots are not permitted for developments away from a primary corridor and could create nonconforming lots and structures in Carriagewood.



33

Requested Action

Consider recommending approval for a rezoning from R-1-7.5 to B-1 based on the on-going and long-term change in neighborhood character evidenced by the conversion of the corridor from rural residential to a thriving commercial corridor; and a public need based on the need for commercial support for surrounding neighborhoods and the recognition that the current zoning is contrary to public need by restricting use of the property.

34



Application to Rezone Properties on West Side of HWY 605 & South of Hillcrest Rd

Donovan Scruggs, AICP
October 27, 2022

CITY OF GULFPORT PLANNING COMMISSION

2011PC150

TRANSCRIPT OF HEARING

November 19, 2020

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 19TH DAY OF NOVEMBER 2020
COMMENCING AT 4:30 P.M. AND REPORTED BY
NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

COMMISSION MEMBERS PRESENT:

VIRGINIA ADOLPH, Acting Chairman
WILLIAM "PRINCE" JONES
B.J. SELLERS
CHARLIE HEWES
JOHN ANTHONY
HAROLD SPANN
TIMOTHY DAIGLE, JR.

STAFF PRESENT:

GREG PIETRANGELO
GREG HOLMES
SU-LIN BOLIN
MATILDA WELCH
CORY LONG

Exh 1
Sliman

1 4. Zoning Map Amendment 2011PC150

2 MR. LONG: Zoning Map Amendment 2011PC150 has
3 been duly and timely noticed as required by law. The
4 applicant requests to rezone from R-1-7.5 to R-B Lorraine
5 Road and Hillcrest Road, Ward 4. A copy of the packet
6 considered is hereby offered to the record.

7 MS. ADOLPH: Thank you, sir.

8 Anyone to speak for this request?

9 Yes, sir.

10 MR. WHEELER: Yes, ma'am. David Wheeler, 185
11 Main Street, Biloxi, Mississippi, on behalf of the applicant
12 Sharon Myers.

13 You have the packet information. I'd like to
14 turn the presentation over to Donovan Scruggs who has some
15 handouts for each of you and give a little presentation, and
16 then I'll come back.

17 MR. SCRUGGS: Good afternoon.

18 MS. ADOLPH: Good afternoon.

19 MR. SCRUGGS: My name is Donovan Scruggs. My
20 address is 317 Pine Drive in Ocean Springs, Mississippi.
21 I've been asked to assist Ms. Myers on her application to
22 rezone a piece of property that's on Highway 605 Lorraine
23 Road at the corner of Hillcrest.

24 I do have a brief presentation that Greg is
25 pulling up that kind of shows some of the changes that have

1 occurred along this corridor.

2 And if you go to the next slide, Greg, we're
3 going to get into this.

4 The rezoning overview is what I want to touch
5 base with you first, and that is that Highway 605 is a
6 commercial corridor. This has been well established by
7 numerous rezonings and almost exclusive commercial
8 development along that corridor.

9 Within the past 20 years there has been no
10 single family residential development along that corridor,
11 but what we have seen is numerous rezonings from single
12 family residential to R-B or B-1 on that corridor.

13 Nobody has taken advantage of R-1 or R-2
14 that's on the corridor. There's been constant rezoning.

15 And, in fact, it's my belief that this large
16 number of rezonings that have occurred from 2002 to '11 to
17 '18 throughout the time is that it already establishes what
18 I'm asking to be recognized today which is that there has
19 been a change in neighborhood character.

20 In fact, if you look at the images shown up
21 here on the screen right now, it shows you what was there in
22 1996. It's got a dotted line, but it was nothing at all.
23 It was not a street, not Lorraine Road as we know.

24 In February of 2003 the corridor was
25 developed, and it sits right there. And you can see there

1 is absolutely no development on that corridor, no commercial
2 development at all.

3 So what I want to focus on is from 2003 to
4 today and the amount of change that has occurred which I
5 think is overwhelming is an understatement.

6 Next slide, please.

7 In 2014 and in '15 and I think in '13, your
8 annual report identified that the city continued to see or
9 recognize significant growth along the 605 corridor both
10 north and south of I-10, and it focuses on medical, retail,
11 restaurants, and professional office spaces, all which are
12 on the Island of which we commonly refer to as this area of
13 land.

14 Next slide.

15 In fact, and I think it was in '18, Mr.
16 Pietrangelo recognizing some of the investment that was
17 going on at the K-9 (sic) Holdings property, which is the
18 Jacques Pucheu property, and it says that they hope to see
19 more new projects and buildings going up vertically and they
20 hope to see more in the future. And that's basically what
21 Ms. Myers is here today asking can she do what the city is
22 hoping to see and that is build vertically more commercial
23 development along this corridor.

24 Next slide.

25 This is a slide that more or less shows you

1 what really has occurred. You know, every time you ride
2 down Cowan-Lorraine Road, including, you know, from
3 September to today, you see substantial changes. Growth is
4 happening. New buildings are popping up. Buildings that
5 were under construction in September, like Cantina Marina,
6 are now open. These buildings are constantly being
7 developed. Across the street from Ms. Myers' property is
8 the Hillcrest Dental that was done by Ms. Jones. That
9 property, you know, recently came on board, and it is a
10 significant change in the neighborhood character that is
11 directly across the street from this particular property.

12 The red dots identify new buildings that have
13 popped up, and I think there's like 18 on there. The little
14 brown, or little rectangles are properties that were
15 developed after 2013 but before 2010 (sic). A couple of
16 actual buildings directly south of this is one of those
17 buildings.

18 So there has been substantial development on
19 this corridor that should justify a rezoning to commercial,
20 and we've asked for the R-B.

21 If you recall, we were back before you back
22 in '19, and we asked for a B-1. At that time, I believe the
23 consent or the head nod that was given was when this body
24 requested Ms. Myers to consider an R-B, would she do it. At
25 that time, she was not willing to go that direction because

1 we had not thoroughly investigated. We were kind of out of
2 the blue, we didn't expect it, and now after a little bit
3 research and put together a site plan, she's very, very
4 confident that the R-B district is something she can build
5 something on that would be complementary both to the
6 corridor and to the property that are behind her.

7 I know there's some comments being made here
8 today about this property represents a very good buffer and
9 that it should be left alone. I don't know that anybody up
10 there wants their property to be a buffer. That's not a
11 listed use. That is a use that you do on your property.
12 And the R-B district does have buffer requirements
13 associated with it that are meant to address residential
14 property that may abut.

15 And keep in mind, R-B district that we're
16 asking for was specifically designed to work very well with
17 residential zoning. It is a transitional district that is
18 supposed to be between more intense commercial areas and
19 residential areas.

20 So this R-B design is residential business.
21 It's designed specifically to be a good neighbor. And
22 that's exactly what Ms. Myers wants to be is to be a good
23 neighbor and develop something that is consistent with the
24 area. She wants to do something that is consistent with
25 what K-9 -- I'm sorry -- 9P Holdings and the Marshalls have

1 done. She wants to make sure her development along that
2 corridor is one that will improve the area and not take away
3 from it.

4 MS. ADOLPH: Excuse me, Mr. Scruggs. Can you
5 wind up your comments? Because we have asked that people
6 use three minutes to make their presentation.

7 MR. SCRUGGS: Yes, ma'am. I will do my very
8 best to --

9 MS. ADOLPH: Summation.

10 MR. SCRUGGS: -- get through this as quickly
11 as I can.

12 MS. ADOLPH: Thank you, sir.

13 MR. SCRUGGS: Next slide, Greg.

14 This is the time frame to just show you the
15 way the property developed. Very little occurring in '11.
16 And in '15, a boom hit. '17 another boom hit. '19. And
17 you're not seeing three shots that were done here in 2020
18 which was Cantina Marina and the other businesses that are
19 popping up.

20 Next slide.

21 Of course, a traffic light had to be
22 installed because all of the commercial growth that is
23 occurring. This one at West Taylor.

24 Next side.

25 These are the residential properties that are

1 on the corridor. When you look at them, you'll see that
2 they have -- they're property in the right-of-way or
3 publicly owned. There really is no real property that is
4 single family in nature that abuts the corridor. If there
5 is, it's restricted by some kind of access such as a bridge
6 or other means. There's one property that has about eight
7 foot of actual access or abutting to Cowan-Lorraine.

8 Next slide.

9 There is really nothing that can be --
10 there's nothing multifamily on this corridor.

11 Next slide.

12 This is what single family residential says.
13 It says these are supposed to be areas where such
14 development seems likely to occur.

15 There is absolutely zero chance that somebody
16 is going to build a single family residential home or
17 subdivision on this property on Cowan-Lorraine Road. It is
18 not going to happen.

19 Next slide.

20 The R-B district, however, talks about the
21 reason to make these consistent or cohesive with an abutting
22 residential. And I think the R-B district that we're
23 requesting is a much better fit than a B-1 that we had
24 before you last time. Some of the more obnoxious uses
25 associated with B-1 are not in the R-B district.

1 Next slide, Greg.

2 Currently for public need, there's only two
3 properties that are developable along this corridor. This
4 is the Audubon Point Ventures site to the north which is
5 located adjacent to the lift station. And then, of course,
6 you've got the Hardy Court shopping center property.

7 That's about it. 9P has basically developed
8 their entire site. And these are the only two corridors
9 left. There is definite need for additional commercial
10 properties along the corridor. And that's what Ms. Myers
11 wants to do with this rezoning.

12 Next slide.

13 This gets into a little bit about the lift
14 station and development of wetlands issues with the Audubon
15 Point property which more or less indicates that there are
16 some regulatory issues that would have to be overcome before
17 that property can be developed. So it's really not ready
18 for development.

19 Next slide.

20 This is what's gone on. '18, '17, you know,
21 stuff is being developed.

22 This next slide should show you some images
23 of what's going on presently, which is in '19 and '20,
24 yeah, with the 9P site to the south.

25 Next slide.

1 This is across the street. So as stated,
2 this corridor constantly changes and is going to change, and
3 it will continue to change until it's built out.

4 With this property, there will be three
5 properties for development, and we hope that this rezoning
6 would go through so that we can encourage more tax dollars
7 will be left here in Gulfport and more money staying on this
8 corridor.

9 Next slide.

10 This is Carriagewood. It is to the rear of
11 the property. Ms. Myers does intend to provide more than
12 what's required as far as a buffer goes. She's going to
13 make sure that it is a complementary use to that property,
14 to those residential properties behind her, and not be
15 objectionable.

16 Next slide.

17 And, you know, what needs to be pointed out
18 is that this exact kind of development is occurring to the
19 south. The development here, single family in nature, and
20 it abuts an R-B district. That's all occurred after -- you
21 know, together. It's like people knew they were buying
22 adjacent to an R-B district, and they had no issue with it.
23 Golf carts, pedestrians, everybody has more ability to get
24 to these shopping areas or these retail areas without
25 getting in a car and driving. So it's a very, very good

1 mixture of district and it's what's called mixed use. It is
2 what I think the city does encourage throughout its comp
3 plan and its zoning regulations.

4 Next slide.

5 And what this is, I think you pulled up the
6 wrong Power Point.

7 But these are the uses that are adjacent to
8 that single family residential area. It's commercial, and
9 everything works well together.

10 Next slide.

11 The idea is that with the rate of growth
12 that's occurring on that corridor is that basically it's
13 going to be built out in about 18 months. It's happening
14 fast, and more commercial property is needed, and that is
15 what we are asking for today.

16 In fact, over the past I think the number is
17 more like ten over the past three years or 16 built over the
18 past two years on that corridor. It's happening very
19 rapidly, and we think more property is needed.

20 Next slide.

21 These are the rezonings that have occurred
22 along the corridor. 2002, 2007, 2011, 2015, '16, '17, '18.
23 All of these were based on a change in neighborhood
24 character. So it's very hard to say that this change in
25 neighborhood character existed on all these particular

1 cases, but it does not exist today.

2 Next slide.

3 In fact, Harrison County adopted a TIF plan
4 back in '16 to support this growth recognizing that it's a
5 good area for commercial development. And they decided to
6 actually invest public dollars in seeing this through.

7 So it's all Island, it's all together, and
8 it's all commercial, and it's all what is fronting Lorraine
9 Road. It is not the one off or two off, it's right there on
10 the corridor, and it should be protected because it will not
11 be single family residential.

12 Nobody wants to see kids riding bicycles,
13 kids playing ball in their front yard on Cowan-Lorraine
14 Road. That is not single family residential in nature. So
15 it does need to be zoned what it should be, and that's
16 commercial in nature.

17 Next slide.

18 This is a chart that goes through the -- it's
19 in your packet, too, if you can see it -- the amount of
20 changes for the use of land that is out there. This is on
21 the corridor. It's predominantly almost exclusively
22 commercial in nature. It is not residential.

23 And to hold this property of Ms. Myers as a
24 buffer or as an R-1-7.5 in the hopes that one day it's going
25 to be developed single family is just not realistic. And we

1 have conceded, we have come in and we have requested the R-B
2 zoning which I think is what this body asked us to do last
3 summer. She is willing to do that. And I hope that you
4 have the same inclination as to approve this property for
5 that same zoning that we () but we didn't take you up
6 on it.

7 Next slide.

8 Future land use map, a big part of your comp
9 plan, shows it as commercial. The city plan shows it as
10 commercial. Rezonings have shown that the direction of
11 growth and future land use is commercial. So your actions
12 and your plans are showing this property as being commercial
13 in nature. And that's the way we hope you vote today.

14 Next slide.

15 Let me show the setback requirements
16 associated with this. The R-B is actually better than R-O
17 because R-O does not require a buffer. She could actually
18 build up to her property line in an R-O district, or at
19 least I think it's eight feet. The R-B requires a 15 foot
20 buffer which we are going to exceed and vegetation that
21 should be fully covered in like two years I believe is what
22 is required to a seven feet height.

23 Next slide.

24 This is a site plan that she has laid out.
25 She has gone back and worked with an architect a good bit

1 who is here today to speak with you if you have any
2 questions.

3 It's a very good plan that we're going to
4 push forward as much as we can to where it will be away from
5 the neighborhood. We are going to leave as much as we can
6 in the rear on the west side of the property between us.
7 And we think it's going to be a very good plan. And the
8 plan is showing this as single family -- not single family
9 -- single story. We don't plan to do two stories. We think
10 that's going to be better because folks won't be peering
11 over fences in anybody's yard.

12 Next slide.

13 And we can go through this. This is a
14 summary of changes, and I think we kind of hit it several
15 times. I know you all are wanting to hear from others.

16 But I think the rezonings have been well
17 established along the corridor, and I think we just want to
18 ask you to give us what you've given to others.

19 Next slide.

20 And summary of public need. An important
21 part is change in neighborhood character and public need.
22 And I think the fact that one of these built out in 18
23 months probably is a good indication of need for those on
24 the Island.

25 Gulf Coast Business Council did a report that

1 shows that we have lagged behind, the Gulf Coast has lagged
2 behind other parts of the state for commercial growth, and
3 we need to take every advantage of developing on areas that
4 are ready for that development. And this is one that's
5 ready to go.

6 So she's got her plans ready. She's ready to
7 move forward as quickly as possible with (). So with
8 your approval today, we'll be ready to begin ().

9 I'll be happy to answer any questions you
10 have or let others speak.

11 MR. HEWES: You're probably the most educated
12 one on this.

13 MR. SCRUGGS: I'm sorry?

14 MR. HEWES: You are probably one of the more
15 educated people on this piece of property.

16 MR. SCRUGGS: Thank you.

17 MR. HEWES: The biggest concern I have is
18 traffic and ingress and egress on the property. What area
19 or is there a cut-through off 605 on that property, or do
20 you intend to use a feeder road or an access road?

21 MR. SCRUGGS: There is no plan for an access
22 road. The -- I even talked to Kelly Castleberry Tuesday
23 night about this corridor, and it is restricted. You only
24 can go over at crossovers. That's () of access.

25 So the access will have to be off Hillcrest.

1 And the site plan has put that as far away from the
2 neighborhood as possible, but again also far enough to where
3 we're not going to be doing any stacking on the corridor
4 that would back people up.

5 MR. HEWES: When you say stacking, what do
6 you mean?

7 MR. SCRUGGS: You want to have stacking to be
8 more than one car, two cars, three cars lined up to get out
9 on the corridor. You want to have room to where they're not
10 -- there's adequate room to stack at a stop sign.

11 MR. HEWES: And then a question is
12 approximately how far is that entrance off Hillcrest from
13 the foot of the bridge?

14 MR. SCRUGGS: I would have to guess, a
15 thousand feet, 800 feet, I'm not sure.

16 MR. HEWES: Thank you.

17 MR. DAIGLE: Sir, on Page 10 of your package,
18 you say that the primary difference between Carriagewood
19 Estates development, which I assume we're going to hear from
20 quite a few of those residents tonight, and the other
21 residential subdivisions within a close proximity to the
22 corridor, that the developer designed and constructed the
23 site with the knowledge of the commercial nature of the
24 corridor.

25 Can you elaborate on that for me?

1 MR. SCRUGGS: Yes. I mean, that development
2 started, I believe, in maybe '16 or '17. By that time, the
3 corridor had pretty much began to establish itself as
4 commercial in nature. I mean, you had a corridor that was
5 definitely modifying from the residentially zoned properties
6 that were there, 2003, 2004, and everything was rezoned to
7 commercial. Carlene Alfonso's office to the south was built
8 in I believe '15.

9 So there was property and development along
10 the area that everybody knows what's happened. And for the
11 developer to think that that property along the front was
12 going to be developed to anything other than commercial
13 would be somewhat I guess wishful thinking.

14 MR. DAIGLE: So basically that they should
15 have known this was going to be developed commercially is
16 kind of what that's stating?

17 MR. SCRUGGS: Yes. Yes, yes, most
18 definitely.

19 MR. DAIGLE: Okay.

20 MS. ADOLPH: Any other questions,
21 Commissioners?

22 MR. SELLERS: I've got one. You alluded to
23 it briefly in your discussion, Greg, you could jump in here,
24 too, let's talk about the history of when we discussed this
25 piece in the past. I know this has been before us in some

1 capacity. Can we talk about that real briefly so everybody
2 remembers what was discussed in the past and what action
3 was taken? I don't think any were.

4 MR. SCRUGGS: Do you want me to summarize?

5 MR. SELLERS: Either one of you.

6 MR. SCRUGGS: My recollection was that it
7 came before you for a B-1 zoning, which is a more intense
8 zoning use than what is here.

9 That district allows things, such as
10 billboards, gas stations and some other uses that I believe
11 some of the residents thought were going to be inappropriate
12 or too intense.

13 At that meeting, I believe Mr. Anthony, I
14 think, Mr. Elliott, maybe a couple more, had mentioned would
15 we consider an R-B zoning. And at that time, we had the
16 opportunity to go down, but Ms. Myers was not comfortable
17 with that because she had not studied what all was allowed
18 in the R-B district.

19 After discussion with her in the past few
20 months and in the site plan, we now realize that the R-B
21 district is a very good district that would meet her needs
22 and would be more conducive to the neighborhood, and
23 therefore we think it's more appropriate.

24 That's it in a nutshell.

25 MR. SELLERS: So we denied the request?

1 MR. SCRUGGS: You did deny the request for a
2 B-1, yes, sir.

3 MR. SELLERS: You all appealed that denial?

4 MR. SCRUGGS: I'm sorry?

5 MR. SELLERS: You all appealed that denial to
6 the City Council?

7 MR. SCRUGGS: No, we did not.

8 MR. SELLERS: Thank you.

9 MS. ADOLPH: Any other questions,
10 Commissioners?

11 MR. DAIGLE: One earlier I think you answered
12 it, but I just wanted to hit it again. And with regards to
13 your site plan that you have here, we were talking about
14 there was no ingress and egress directly onto Cowan-Lorraine
15 Road which I think is probably one of the biggest issues
16 that I'm reading. There's quite a few letters from
17 residents and such.

18 You said that the reason that you can't do
19 that is because there is no turnaround on Cowan-Lorraine
20 there?

21 MR. SCRUGGS: Right. It is a access
22 restricted corridor.

23 MR. DAIGLE: Meaning in no way could you
24 develop a direct access on this property to Cowan?

25 MR. SCRUGGS: That is my understanding.

1 Greg, do y'all have a different feed from MDOT?

2 MR. HOLMES: No. You have to get that
3 approval from MDOT. MDOT rarely gives those approvals.

4 MR. DAIGLE: Okay. Thank you.

5 MS. ADOLPH: Any other questions,
6 Commissioners?

7 MR. ANTHONY: Yes. The question I have is,
8 of course, I understand that this is the infamous 605 area.
9 And I know that these neighbors want to keep the area
10 pristine.

11 The west side of that property, I know it's
12 two parcels, that west side of that property, we're looking
13 at zoning both of them R-B both east and west of those
14 parcels there?

15 MR. SCRUGGS: That's correct. It's two
16 parcels and both parcels would be rezoned to R-B.

17 MR. ANTHONY: And like I said, in my
18 recollection, too, the fact that you come to us and bring an
19 R-B, if that is the opposition, what is the problem with
20 just the east side basically of the property? Is that not
21 going to accommodate what --

22 MR. SCRUGGS: Right. That is a very, very
23 narrow piece of property. And that would definitely not be
24 adequate for development.

25 MR. ANTHONY: I would be concerned with the

1 residential area if there was ever an issue or another
2 setting maybe () , if we could call it that, where the
3 parcel with the property line to give that buffer towards
4 the residents according to that west side of the property
5 closer to the residents where it would give you enough on
6 the front, it still protects the residents. Has that ever
7 been discussed?

8 MR. SCRUGGS: No, not the idea of conveying
9 property to the residents. That never has been discussed.

10 We do intend to provide a buffer that is --
11 that exceeds the minimum. We do hope to leave trees that
12 are existing along that buffer area so that there will be an
13 established vegetated buffer and not just go out there and
14 plant small trees. So we do want to work with what's there.

15 We also know the height, you know, is going
16 to be a much better buffer than something that's below the
17 wooden privacy fence that's there right now.

18 So we do intend to work and make the site
19 buildable. But keep in mind the R-B district is designed to
20 fit adjacent to single family residential. That's the whole
21 purpose. It's not, you know, a B-2 or B-3 that's intense in
22 nature or even a B-1 that we were denied a couple of months
23 ago.

24 I mean, this is a R-B district that has all
25 the bad stuff thrown out so that it is compatible with the

1 adjacent properties. I mean, it's the lowest commercial
2 zoning district that is there.

3 MR. ANTHONY: I've got another. The thing
4 that I don't get is that harmony with residential.

5 So how has any rapport been with the
6 residents in the area?

7 MR. SCRUGGS: I don't know the residents. I
8 mean, I spoke to some individuals. Some had said they're
9 more agreeable to this request than what was presented
10 previously. I do know that Ms. Myers has reached out to
11 some individuals, but I don't know what those conversations
12 were about.

13 Obviously, there's some letters of
14 opposition, so I don't know that everybody who is abutting
15 this to the west is in our corner.

16 MR. ANTHONY: Okay.

17 MS. ADOLPH: Any other questions?

18 MR. DAIGLE: Sir, you had mentioned that this
19 was the lowest business zoning that is allowed. And I might
20 be mistaken, but isn't R-O a lower zoning than R-B?

21 MR. SCRUGGS: R-O is considered a residential
22 district.

23 MR. DAIGLE: So that's not -- well, this is
24 also residential, correct?

25 MR. SCRUGGS: No, this is business district.

1 In the chart of uses, you know, you've got
2 uses that are residential, you've got uses that are business
3 or commercial. And the R-O is actually considered a
4 residential district, whereas the R-B is considered a
5 commercial district.

6 Is that a correct...?

7 I mean, it does have some office space uses
8 in there, you know, like antique shops and art galleries,
9 which are really not what would be best suited for this
10 corridor.

11 The R-B is the lowest commercial district
12 that is identified as a business district.

13 MR. DAIGLE: Okay.

14 MS. ADOLPH: Any other questions,
15 Commissioners?

16 Thank you, Mr. Scruggs.

17 MR. SCRUGGS: Thank you.

18 MS. ADOLPH: Mr. Holmes, will you please
19 clarify, please, in terms of for the commissioners because I
20 see some questions on faces in terms of R-O differentiation
21 from R-1-7.5.

22 MR. HOLMES: Both forms are residential in
23 nature that you can allow single family ().

24 The primary difference between the two is the
25 R-O is more restrictive on the uses it allows.

1 An R-B district allows more commercial uses
2 in nature. Nothing like B-1, but it does allow more uses
3 than R-O.

4 MS. ADOLPH: Thank you, sir.

5 MR. WHEELER: We have Leah Waters who is the
6 architect that has the rendering. She can explain that to
7 y'all if y'all have any questions about that. She's got a
8 bigger size, so I'll let her come up now.

9 (COURT REPORTER'S NOTE: Ms. Waters talked extremely fast
10 and portions of her presentation were not clearly audible.)

11 MS. WATERS: My name is Leah Waters, and I'm
12 () architect that prepared the site plan. My address
13 is 913 East Second Street, Pass Christian, Mississippi.

14 And so what we're seeking to show in the site
15 plan, this is included in your packet, we surveyed the
16 existing protected trees on the property with the intentions
17 of protecting those trees.

18 And also the purpose of this site plan was to
19 really investigate whether it was suitable to make this
20 property worth the expense and the trouble of developing the
21 lot and would it be able to continue to enhance the
22 corridor, while at the same time we were able to give
23 () residential lots.

24 And so the buffer that is required is 15
25 feet. We would certainly expect that we would be in excess

1 of that. We would expect the city () five feet as an
2 existing privacy fence along that corridor, and so we expect
3 to build one story. What we're showing here is all single
4 story, light commercial, and restaurant is what we would
5 expect is best suited for this property.

6 And so truly we're agreeing with the
7 concession that was offered by this commission previously on
8 this applicant. We could see that we would build
9 comfortably or exceeding the standards that have been
10 established along this corridor.

11 And I would point out, too, that what we see
12 existing along this corridor is harmonious with residential
13 living. They are not things that exceed in business long
14 after -- long into the night. And that's kind of the beauty
15 of this zoning is that it lives well and it quiets down at
16 the time that you're home in your home, too.

17 And so we kind of expect that this to be a
18 delicate development just because we have trees. We know
19 that we have residential. And it's kind of an introduction
20 to that commercial corridor on Cowan Road, also. So we kind
21 of see it as an opportunity to kind of warm up the feel of
22 that corridor there.

23 We do understand that we have to comply with
24 DOT regulations in terms of ingress and egress, as we cannot
25 (). That has to be far enough and far enough back so

1 there is not additional traffic problems.

2 We would like to point out, too, that there
3 have been traffic solutions that the city has been part of
4 creating because of the success of development further down.
5 I believe at Taylor Road where there's a traffic light now.
6 Nobody likes traffic lights, we don't like stopping at
7 traffic lights, but that's a response to success of this
8 corridor, too.

9 So we do understand that sometimes there are
10 those tradeoffs for the development that ().

11 In the next six months, our expectations will
12 be to continue () this lot to seek a flag tenant for
13 the lot, seek local tenants, and try to have funding in
14 place so that we can go forward with it.

15 MS. ADOLPH: Thank you very much.

16 Commissioners, any questions?

17 MR. HEWES: Just for verification on this,
18 the drawing that you have, it looks like that is a proposed
19 site plan, or has that been filed?

20 MS. WATER: I would like to point out that
21 this is a schematic understanding of what fits on the lot
22 there comfortably.

23 MR. HEWES: So from my coming from public
24 education, I think this is for us.

25 MS. WATERS: This is not proposed. This is

1 just a picture. So this is not what we are applying for.

2 MR. HEWES: Okay.

3 MS. WATERS: This is to demonstrate that R-B
4 works for our purposes.

5 MR. HEWES: Okay. Thank you.

6 MS. ADOLPH: Thank you very much.

7 Anyone else to speak for this request?

8 MR. WHEELER: Yes, ma'am. To reiterate, this
9 is a representation of what she would like to put there. We
10 haven't submitted plans obviously because the zoning hasn't
11 been changed. So we can't come to the city with a site plan
12 with specifics until we have it rezoned.

13 As Mr. Scruggs pointed out, anyone who goes
14 up and down Lorraine Road knows this is going to be a
15 commercial district. There's not going to be any more
16 residential development on Cowan-Lorraine Road.

17 We can't get a curb-cut on Cowan-Lorraine
18 Road because MDOT will not give one. It's almost impossible
19 to do that because it's a limited access pilot which is how
20 they designed it.

21 An R-B district is designed to be a
22 transitional district between residential and business, and
23 that's what this is. That's what we're asking for and
24 frankly what was suggested before when we were going for the
25 commercial, the B-1.

1 It was going to be appealed, but then we
2 started looking at what an R-B allows, and it fit with the
3 plan. So we withdrew the appeal and started working with an
4 architect to develop something that would work on this
5 property that would mesh with the neighborhood.

6 As you see when you go up and down the road,
7 most of the -- almost all the development that fronts on
8 Cowan-Lorraine is commercial in nature.

9 I don't know -- I had an e-mail from Dr.
10 Jones with the Hillcrest Dental Group. I don't know whether
11 it made it into the record. We'd like to get that as part
12 of the record where she is in favor of the application. She
13 obviously has a building that was just built across the
14 street.

15 As Mr. Scruggs pointed out, all of the
16 different zoning approvals that have been made are
17 recognition of a change in character of this neighborhood,
18 and I don't think anyone can really dispute that the
19 corridor that was designated by the city as a commercial
20 development corridor has changed dramatically over the
21 years.

22 I remember when Bessie's Milk Jug was the
23 main place, the identifying place, where you currently have
24 subdivisions there.

25 So this zoning change is completely

1 consistent with the development that has occurred and has
2 continued to occur down this corridor. So there's
3 absolutely no doubt that there's been a change in the
4 character of the neighborhood, and the amount of development
5 shows you that there's a public need. There's not that many
6 pieces of property left on Cowan-Lorraine Road that can be
7 developed.

8 We will work with the city to get the
9 entrance to the property proper distances away from the
10 neighborhood as far as we can and stay within the
11 requirements of MDOT to allow access into the property.
12 There's still a way to get into the property.

13 And as far as the property being a nice
14 buffer, sure, it's a nice buffer. But Ms. Myers did not buy
15 the property to be a buffer for a neighbor. Every piece of
16 property that adjoins your property is a buffer until
17 someone builds a house or builds a store or builds something
18 on it, and then it's not a buffer any more.

19 She wants to build something that is
20 harmonious -- fit in the neighborhood, put it that way. And
21 working with the city, we will get that done.

22 So I think from a legal standpoint everything
23 that's happened in this area has established that there's
24 been a change in the character of the neighborhood over the
25 last 15, 20 years, and that there is a need for more

1 property to develop that is consistent with the surrounding
2 neighborhood.

3 I think as Mr. Scruggs pointed out, less than
4 a quarter of a mile south of this property is a commercial
5 development fronting on Lorraine Road with a residential
6 development that's building and selling houses right now,
7 and it's exactly the same situation that we are proposing.

8 MS. ADOLPH: Thank you, sir.

9 Anyone else to speak for this request?
10 Anyone else to speak for this request? Anyone else to speak
11 for this request?

12 Anyone to speak against this request? Anyone
13 to speak against this request?

14 MR. SLIMAN: My name is Richard Sliman. I
15 live at 11460 Stanton Circle. If you look on this map that
16 was provided, my house is on the south side. And it would
17 encompass probably half of this southern building which is
18 quite frankly going to be peering into my back yard.

19 While there might be arguably sufficient
20 setbacks for the neighborhood to the west, I can assure you
21 there aren't sufficient setbacks to the south affecting the
22 homes on this other side.

23 Like the gentleman before, I'm here to plead
24 my wife, too -- okay? -- as well as myself, my neighbors,
25 etcetera.

1 This map quite frankly is window dressing. I
2 think while I did speak with Ms. Myers, I appreciate her
3 candor and her being able to call me. I asked her based on
4 this map, I said, Ms. Myers, what assurances can you give me
5 that you're going to do what you say you're going to do?
6 She said, I really can't give you assurances because of the
7 uncertainties of the rental market, I don't know what kind
8 of buildings are going to be able to be built, what kind of
9 tenants I can get.

10 So the question is, not could she do this,
11 the question is, will she do this.

12 So that's important. I think y'all are smart
13 people. You're not naive, you know, and you haven't been
14 hoodwinked too many times, I'm sure, but quite frankly let's
15 look at the history. Okay?

16 The history of when they bought this
17 property, it was residential. They knew about the
18 neighborhoods beforehand. They knew.

19 If they're trying to flip it to say, well,
20 gosh, you knew that's commercial and when you built that
21 subdivision, Dalton McGuire, well, no, it's actually you can
22 flip it on them.

23 And since then, what's changed? Okay. Sure,
24 there has been some commercial development on the east side
25 of Cowan and 605. Okay? There's no doubt about that.

1 But on the west side, you've got Coldwell
2 Banker. That's it. That's an anomaly. And I can tell you,
3 I don't know if Doug Hancock is still on your commission,
4 but that thing towers in his back yard. And I don't know
5 why he still lives there quite frankly.

6 But that is an oppressive thing that always
7 floods his house, his back yard. And it is just a very
8 oppressive situation.

9 That's what we're trying to avoid.

10 Now, is there -- there are some certain
11 factors that need to be considered, and one of which is the
12 character of the neighborhood. We talked about there's been
13 so many more developments, residential developments behind
14 me around Oak Island. Gary McCabe has built one. There's
15 another one we call the Sack on the Water (ph.) right next
16 to it off of Evans. There's the McGuire development, some
17 commercial stuff going in over there. If any changes, it's
18 been pro-residential.

19 Now another important legal distinction is,
20 is there a public need. Okay? Looking around there on the
21 east side, there's three or four vacant storefronts right
22 now. Half of the Beach Dental Clinic is empty. You've got
23 stuff over by Subway that have moved out, two or three of
24 them. You've got up at the Pure gas station, that's still
25 half unrented.

1 And () with COVID. Who's out there?
2 Businesses are hurting, they're suffering. No one is
3 developing.

4 You've got -- the inclination is, you know,
5 developers, I know they're not building anything. They're
6 trying to see if their tenants can pay them.

7 So it baffles me how she can sit here today
8 and say I want to develop, I want to spend all this money to
9 do this, with the uncertainty not only of COVID and the
10 potential businesses in filling up the stuff, but also the
11 uncertainty of the economy with the new administration
12 coming on board.

13 So the bottom line is she comes from a
14 perspective of a land speculator. She's going to flip it.
15 The operative word was a flag tenant. You all heard it.
16 Flag tenant. That's code word for big restaurant. Okay?
17 That's code for Chili's. That's code for Wal-Mart or
18 possibly even Waffle House.

19 Now, that's at the entrance to the corridor
20 that you want people to come see. I don't think you want
21 the first impression coming over that bridge to be Waffle
22 House, Burger King, anything like that. I know I don't.
23 I'm not listening to -- I don't care to listen to do you
24 want fries with that sitting in my back yard while the guy
25 goes through the drive-through.

1 Quite frankly, you know, I have the ability
2 and the desire to have a quiet enjoyment of my property, so
3 do my neighbors. We all do. It's an expectation. I've
4 lived there almost 20 years. It was residential back then,
5 still is zoned there.

6 Had they not moved 605, we wouldn't have had
7 a problem. But we couldn't control that one.

8 So I'm asking you to please consider the
9 effect on the neighborhood, the safety issues, the traffic
10 light. You can't put a traffic light there. I can tell you
11 driving that road they have so many accidents going over
12 Kramer Bridge because people turning into JD in the morning.
13 Traffic is backed up. You come over the hill on the rut row
14 (ph.), bam, in the back, that's what's going to happen. You
15 cannot put a light there coming off the Seaway Bridge.

16 So thank you for your time and consideration.

17 MS. ADOLPH: And I'm going to ask you since
18 I'm old public health. Would y'all keep your mask on while
19 you're speaking? I sure would appreciate it.

20 MR. SLIMAN: I'm sorry. I thought that was
21 allowed. Everybody was doing it.

22 MS. ADOLPH: I think we need to keep them on.

23 MR. SLIMAN: Okay. My apology.

24 MS. ADOLPH: Thank you, sir.

25 I know this fellow can keep his on.

1 MR. CREEL: My name is Barney Creel, 10314
2 River Road Drive.

3 If you look up there where it says Evans
4 Road, that red piece right there, that's mine. So I'm about
5 30 feet from where that property is.

6 I also want you to take a look at coming off
7 of 605 from the north, there is no turning bay there --
8 okay? -- so the bicycle lane, and there is no turning bay
9 there. So coming off there at 45 miles an hour, you got to
10 turn.

11 If you look, there's probably only about 100
12 feet from there to that corner. If you've got five cars
13 exiting from Carriagewood or the other neighborhood or
14 whatever, where are those cars going to go? They're going
15 to start stacking up into 605. So that is something that
16 the traffic department I know will have to take a real hard
17 look at.

18 A couple of things I just want to say. I
19 disagree totally with the R-B being a low level zone. You
20 can put a hotel there with a restaurant with a lounge. So
21 there's no limit on what you can put there as far as the
22 number of rooms will depend on the parking and things like
23 that. A restaurant and a lounge can stay open 24 hours a
24 day, and we all know hotels stay open 24 hours a day.

25 You can put a grocery store in that zone. I

1 don't know if you know this, but in different parts of the
2 country, Wal-Mart builds 20,000 square foot stores, a little
3 bit bigger than a Dollar General.

4 Just about any kind of retail that you can
5 imagine is in the R-B zoning. So no, it is not a real, real
6 lesser zone right next to the neighborhoods if you've got
7 Dollar Generals, Wal-Marts, Waffle Houses, like he said,
8 Burger King right across. There's a lot of opportunity
9 there.

10 The point on that is, we don't know what's
11 going to be there. We have no idea what's going to be
12 there. We don't know what kind of lighting is going to be
13 there. We don't know what kind of noise is going to be
14 there. And I'm 35 feet from it. Carriagewood is right on
15 it, and they're talking about a 15 foot buffer.

16 Just got to say one more time. This property
17 was purchased as residential. I've traveled about 70
18 percent of the United States. For somebody to say that you
19 can't put residential there is not true. I've seen it.
20 Whether it's been in Texas, whether it's been in Washington
21 State, wherever it is, residential can go there.

22 But other than that, I just hope you take a
23 look that this is the gateway to Gulfport. We have no idea
24 what's going to go there. And I sure wouldn't want to have
25 the wrong thing there representing what people see when they

1 drive into our town.

2 Thank you.

3 MS. ADOLPH: Anyone else to speak against the
4 request?

5 MR. GUTIERREZ: Good evening. My name is Tom
6 Gutierrez. I live at 9438 Carriagewood Drive.

7 My house would be the one down the at the
8 bottom there on the corner.

9 And so just like my main concern with this is
10 safety, as others have stated. I been in there for about
11 six months. And multiple car accidents.

12 MS. ADOLPH: Excuse me, Mr. Gutierrez. Can
13 you turn that microphone so it can face you? There you go.
14 Thank you.

15 MR. GUTIERREZ: But, yes, public safety. I
16 think the biggest differentiator between this property and
17 the other ones, all the other neighborhoods to the south of
18 us, they can exit out to a traffic light. We don't have a
19 traffic light in there. And so making the turn, either a
20 right turn or a left turn, would be very difficult with the
21 additional traffic in there.

22 And there's more safety concerns. There's a
23 lot of families that walk and kids, I have two small kids,
24 we walk up and down there. So that would be removed if
25 there was a commercial development in that area.

1 So thank you.

2 MS. ADOLPH: Thank you, sir.

3 Anyone else to speak against this request?

4 MR. FOSTER: My name is Sterling Foster. I
5 live at 11518 Treelawn Street in Gulfport.

6 To start, I did want to thank Sharon for
7 reaching out to us. She called us a couple of weeks ago to
8 let us know what was going on and shared the depiction of
9 what could be.

10 And speaking with a lot of the residents of
11 Oak Island, I'm a member of the POA there, we have over 30
12 homesites and 25 occupied homes.

13 What I'm distributing to you now is a letter
14 that we prepared as a neighborhood. It has a signature from
15 every occupied lot in our neighborhood. The consensus from
16 speaking with just about everyone had to do with traffic and
17 safety. There are a lot of comments on what they would not
18 want to see on the lot. You know, this would be okay, but
19 we've heard the Waffle House, we've heard the Dollar Store,
20 we heard a lot of undesirable properties to be there,
21 whether it be corridor but also entering our neighborhood.

22 But the resounding statement from everyone
23 was traffic and safety.

24 We all leave that on a daily basis. We all
25 enter on a daily basis. Stacking is a current thing. And I

1 heard the trend has been growth in the corridor, but with
2 not only growth to the south of the bridge, but in between
3 the two bridges has led to immense traffic. Those of us
4 that have lived there for ten years can tell you what it is
5 today is far from what it was even two, three, four years
6 ago.

7 Most of the comments in the letter, we
8 actually tried to take not just the traffic is bad, we
9 actually looked at our intersection relative to every
10 ingress point on the Island. I think there were eight to
11 ten total. We've mentioned something governed by a light
12 which we don't have.

13 We've looked at those that have their next
14 entry point once you turn in, most are two, three, four
15 hundred feet. Evans Road which is the access point into our
16 neighborhood is about 120 feet from that point, maybe 140.
17 And in the depiction, it's about 70 to 80 feet to turn into
18 this commercial development.

19 In our own study, we learned a car going 25
20 miles an hour would go 37 feet in one second. So you can
21 imagine somebody northbound swinging into the property onto
22 Hillcrest would have less than about two seconds to make the
23 decision whether or not it's safe to continue to turn.

24 So really the consistent sentiment from the
25 residents of Oak Island and the surrounding homes as we

1 talked to a few more, safety is our primary concern. Again,
2 what goes there is important to us, but the comment from
3 every single resident, even some of the kids on their bikes,
4 and we do know golf carts happen back there, too, is it's a
5 dangerous intersection as it is. They're concerned, there's
6 school buses back there, garbage collection comes back
7 there, there are a lot of daily contractor vehicles back
8 there, so not only residents, but there is an amount of
9 traffic. And as it currently stacks this would only make
10 that worse, and it's a recipe for what will become a very
11 challenging traffic spot.

12 MS. ADOLPH: Thank you, sir.

13 Anyone else to speak against this request?

14 MR. WELDON: Good evening. My name is Dave
15 Weldon. I'm a resident of 9326 Stone Road, a resident of
16 Oak Island Subdivision which Sterling just spoke of, and I
17 signed my signatory on that letter you received.

18 I won't take a lot of time because I'm going
19 reiterate a little thing. Traffic is a major issue.
20 Stacking occurs currently right now with just the
21 residential load in front of that neighborhood. Turning
22 north onto 605 from Hillcrest is very challenging. And, in
23 fact, part of what makes it challenging is there's often
24 debris in the center lane between because it is the leftover
25 remnants of trashed cars.

1 We have accidents on a semi-regular basis.
2 So we have lots of debris actually that we're seeing on a
3 regular basis.

4 In addition, the flow on 605 has increased
5 both from south and north, and when people crest the bridge,
6 the Seaway Bridge, and come down that hill, it is a very,
7 very fast corridor. So turning left or north is very
8 challenging. Even turning right to do a U-turn back through
9 another residential neighborhood to come out on the east
10 side of 605 directly across from the Hillcrest entrance,
11 that's even challenging at times because you have to get all
12 the way over and then turn left and go by Dr. Jones's
13 property and come back out on 605.

14 So there's been times when I went down to
15 basically where the new Marina Catina is because it gave me
16 about a quarter of a mile to get over to then do a U-turn
17 and then go north onto 605.

18 The other businesses that they have talked
19 about developed, that have been developed, they have
20 ingress/egress points directly into pretty much a business
21 only area. You turn into those parking lots and you go to
22 offices or you go to restaurants. You don't turn into there
23 and then immediately, you know, you have the option to go
24 residential or go into the business. So I think that's an
25 issue.

1 Again, I've heard that R-B was offered last
2 time. And I would like to make sure that we get on the
3 record that while R-B may have been part of a discussion, it
4 is my understanding that R-B was not an offered designation
5 last time. I think that's been said a couple of times like
6 you guys offered us R-B last time. I think that's an
7 incorrect statement.

8 I think that it was part of a discussion
9 would this be something that interests you or let's discuss
10 that. And so I just want to make sure we have that on the
11 record.

12 And I guess that's all. Really the stacking
13 is the issue. It was pretty funny when it got brought up
14 because I thought, hey, wow, that's a current problem that
15 will only increase with a business there.

16 And R-B is not a super low commercial. It
17 has a lot of designations.

18 Thank you so much for your time this evening.
19 And I'm available for questions later. Thank you.

20 MR. HOLLEMAN: Good evening. I'm Tim
21 Holleman. I live at 9346 Stone Road. I just moved there
22 about a month ago. So I'm new to the neighborhood.

23 One of the things I've learned, and my wife
24 learned in the last month is the intersection here at 605
25 and Hillcrest is pretty dangerous. Cars coming off of 605

1 are going fast. Hopefully Gulfport Police will talk to MDOT
2 about putting up one of those little blue light stop signs
3 that go off when you're going too fast, make people slow
4 down. They work good in Orange Beach.

5 But it's dangerous. It's dangerous turning
6 left at certain times of the day off of 605 on Hillcrest. I
7 can't imagine adding the traffic flow from a business to
8 Hillcrest Road and then onto 605 when what we're facing
9 right now is a problem.

10 In addition to that, Evans Road and Hillcrest
11 Road are used by walking traffic. People walking their
12 dogs, walking their children. We're kind of a subdivision
13 that's in the country in this area. We've got wooded areas
14 where people literally walk their children and walk their
15 dogs, and the children ride their bicycles going back and
16 forth between the subdivision there in this area where there
17 would be cars exiting onto Hillcrest Road.

18 We have nothing against development. I'm
19 pleased to see the development going along 605. But as was
20 said earlier, there's not a need for this at this time.
21 They bought this property. They knew it was residential
22 property, zoned residential when they bought it. When you
23 buy residential property and you hope to get the zoning
24 changed, you know what you're doing with it. There are a
25 lot of citizens that live in these areas. Myself, my wife,

1 all the new neighbors we have, all the fine people, citizens
2 of Gulfport. They have an expectation that when they bought
3 their property that this was also zoned residential.

4 There's nothing that has changed specifically
5 about the character of this piece of property or the
6 properties adjoining it. What they're talking about the
7 change in the character, it's down south further. And there
8 are breaks, if you will, there are breaks where the business
9 development is from where this is. In other words, when you
10 get past Coldwell Banker, there's not business development
11 north of there on the west side of 605.

12 The dental clinic that's in between that,
13 that's between the old road and the new road, and that
14 certainly was not something that was a change in character
15 of our neighborhood.

16 We ask you to look at this and consider that
17 there's a lot of residents that live here. We don't want to
18 be faced with the dangers that we have from adding business
19 traffic into a residential area. Right now it's purely
20 residential, and we want it to stay that way.

21 Thank you for your time.

22 MR. RECORD: Hello. I'm Warren Record. I'm
23 the homeowners association president for Oak Point
24 Subdivision. And I'm also a resident of Oak Point
25 Subdivision. I live at 9430 Oak Point Drive.

1 And I've been asked by several of my
2 neighbors to come and speak against this proposal and the
3 commercial development.

4 And throughout the presentation that was
5 excellently prepared, the references to 605 being
6 commercially developed, that's all well and good. But, in
7 fact, access and egress for this commercial development is
8 going to be through Hillcrest Road. And Hillcrest Road is
9 primarily or at this time it is only a residential street.

10 It has developed even more residential in the
11 last year and a half as Carriagewood Estates has come on.
12 Putting a commercial development -- I apologize about my
13 mask. I'm having a fight with it.

14 Putting a commercial development on Lorraine
15 Road is one thing. But you can't access this commercial
16 development from Lorraine Road. You access it from
17 Hillcrest Road. That's a residential street. It's not
18 wide, it's not deep, from Lorraine Road to the access and
19 egress of the commercial development.

20 And stacking of cars there is going to create
21 a significant safety problem.

22 So unless they're going to develop like an
23 emergency ambulance spot and a Morris Bart office and a
24 small wrecker yard, there's no other commercial development
25 that I can see that truly fits the wrecks that you're going

1 to develop for the system.

2 And in addition, I think you guys should not
3 or the city should not have to pay for a traffic study to
4 figure out whether or not it's safe to put a commercial
5 development at this particular location.

6 There's been I think nine people so far that
7 have questioned the safe access and egress for a commercial
8 development at this location.

9 I would think that a reasonable party,
10 architectural firm, would have got at least a minimal
11 traffic study that the Mississippi Department of
12 Transportation confirmed is accurate that said it's safe to
13 even consider this.

14 Again, we're a small community at the very
15 end, west end, of Hillcrest Road. But we have four active
16 subdivisions now off of Hillcrest Road, and they're all
17 residential. This was residential property when they bought
18 it to all of a sudden decide it's only developable as
19 commercial.

20 So I don't see changing horses in the middle
21 of the race.

22 MR. HEWES: Before you get up, can I ask you
23 a question, please. You are the HOA president, is that
24 correct?

25 MR. RECORD: Yes, I am.

1 MR. HEWES: Okay. So you will probably be
2 the one that's representing most of these folks from a --

3 MR. RECORD: We have a small residential
4 community, nine lots. But, yes.

5 MR. HEWES: So in looking at this, there have
6 been change in conditions, and that's Highway 605.

7 MR. RECORD: I'm having trouble understanding
8 you.

9 MR. HEWES: In looking at this, there has
10 been a change in condition, that is Highway 605 and
11 Cowan-Lorraine Road.

12 MR. RECORD: Right.

13 MR. HEWES: That's one of the conditions.

14 This is going, I think this might be the
15 third time this has come in front of us or something similar
16 where it's going from B-2 to B-1 to R-B.

17 This will change at some point in time to a
18 business type development. My question to you is what is
19 acceptable to y'all?

20 Just like Mr. Creel said, this could be a
21 hotel, it could be a McDonald's or a Burger King. It could
22 also be a PJ's Coffee or something on a lot lower level.

23 Or what's going to be acceptable to y'all for
24 something to develop here?

25 MR. RECORD: So I question a premise in your

1 statement, Charles. You said this will change to
2 commercial.

3 It will only change to commercial if the
4 commission allows it to change. The residents all along
5 Hillcrest Avenue in the various subdivisions on Hillcrest
6 Avenue, we don't want it to change to commercial. We want
7 it to remain residential.

8 MR. HEWES: Ask the people south of you, and
9 there's a change.

10 So if history repeats itself, it will change.
11 Maybe I should have said that.

12 And may I make a point. All we do is make a
13 recommendation to the council, and the council ratifies it.
14 So the bottom line is with the council. So we're just doing
15 their leg work.

16 MR. RECORD: I understand.

17 MR. HEWES: So my point is, it's kind of like
18 raising kids. You got to pick your battles, which one are
19 you all willing to pick and live with.

20 I'm not for or against this. I'm just
21 throwing that out for y'all to think about and discuss as a
22 community.

23 MR. RECORD: So after talking to the nine
24 people in our community that I chat with, we are perfectly
25 happy if someone wants to build homes on that property

1 that's residential.

2 That's what we would like to see.

3 And the reason we've heard the various
4 discussions on safety. We've heard the various discussions
5 on we don't know what they're proposing. You know, if they
6 want to build a Coyote honky-tonk there or if they want to
7 build a dentist's office there, we have seen no proposals of
8 deed restrictions. We've seen no definitive answer to this
9 is what's going to be there. We don't know if it's a Burger
10 King. We certainly don't want that. But we have no idea.
11 And we have no way to project an idea as to what might be
12 there in a commercial development.

13 But we do know that if someone builds a house
14 in there that they'll be one of our neighbors, and their
15 kids will ride bicycles up and down Hillcrest Avenue like
16 the other 70 some-odd residents of the area do now.

17 We know that the families will come up and
18 down Hillcrest and Oak Point and Stratton Place in their
19 golf carts in the afternoon and ride to the end to watch the
20 sun go down, we know that will happen. We know that there
21 will be very few people throwing trash out on the street.
22 And we know that two or three more houses there won't create
23 nearly the traffic jam a commercial development at the
24 corner of Hillcrest and Lorraine Road will on the west side.

25 MR. ANTHONY: To pick up on of Mr. Charlie

1 what he was just saying. So you're not opposed to
2 development. But what you're saying is pretty much there is
3 no clarity, I mean, it's just nothing definitive.

4 MR. RECORD: We are not opposed to
5 residential development. If we're going to get into
6 commercial development without clarity, we are absolutely
7 opposed. If we're going to do commercial development
8 without definitive safety studies that say that the
9 commercial development will not deteriorate an already
10 fairly bad situation at the intersection of Lorraine-Cowan
11 and Hillcrest Road, we're opposed to that kind of commercial
12 development.

13 But in the end, it's residential now. Most
14 of us that bought homes in the adjoining subdivision off of
15 Hillcrest Road bought homes there specifically to live in a
16 residential neighborhood.

17 MR. ANTHONY: Yes, sir. All right.

18 MS. ADOLPH: Thank you, sir.

19 MR. RECORD: That's all I have. Thank you
20 for your time.

21 MS. ADOLPH: Anyone else to speak against
22 this request?

23 MS. GUTIERREZ: My name is Roianne Newman
24 Gutierrez. I live at 9460 Oak Pointe Drive.

25 Mr. Record is my HOA president. I agree with

1 everything that's been said prior to this.

2 But I will say one thing. I bought my
3 property 26 years ago. I developed, I built, in a quaint
4 neighborhood 22 years ago. I have not had any problems
5 whatsoever with residential.

6 But I'll tell you one thing. I have also the
7 pleasure of having my office on the other side turning
8 north. I drive -- I feel like I'm the pro on how to manage
9 the traffic back and forth on that bridge. I drive it at
10 least six, eight, ten times a day coming back and forth to
11 my office, checking on things at my house.

12 And I bought that property, that property
13 right there that they're talking about developing had a
14 house on it. It was residential.

15 I do not have a problem with development.
16 I'm very pleased with everything that has taken place on
17 Cowan-Lorraine Road. I'm very proud of it. I'm very happy
18 with it.

19 But if you've driven down there lately, we
20 have a lot of holes in a lot of these new developments.
21 Like a year ago, we were talking about Bridgewater,
22 Bridgewater, it's great, it's great, it's great. You know,
23 we were going to develop something Bridgewater.

24 Well, look at it now. It's completely
25 changed. People have left. There's vacant buildings.

1 Is there really a need for more development
2 at this time?

3 You know, I agree, it could be residential.
4 Barney is right. If you travel all over the U.S., you have
5 seen townhouses or something along those lines, something
6 nice that's being built because there are a lot of people
7 that are either older and they don't have kids and they want
8 to downsize or young couples or people that aren't going to
9 have kids that want to live in a residential area in a
10 fast-paced area.

11 I mean, what's wrong with keeping it
12 residential? You can say you cannot have it residential,
13 but you're not going to make the money with it because it's
14 easier to change the property, change the zoning, and have
15 every one of us to say, yeah, change the zoning, let's
16 develop.

17 But you'll make more money if you change the
18 zoning and she can flip it. And we all know that. And if
19 you drive, if you think about changing this, I challenge
20 every one of you, drive between 7:45, pull into Hillcrest,
21 pull out, try to turn north, try to turn south, between 7:45
22 a.m. and 5:00 p.m. Do it six times that day and let me know
23 how it is.

24 I want to see you turn north. It is truly a
25 choreographed dance that you have to do. And a lot of times

1 -- and we know that. Everybody is laughing because you're
2 right. Because you're like, okay, there's oncoming traffic,
3 there's this, there's that. Yeah, you're not supposed to
4 take a left turn. Barney Creel will tell you. UPS says
5 take right, always take right. And always have that trigger
6 off when you're like, I cannot maneuver this. So you have
7 to go right just like the gentleman said. I've gone all the
8 way down to Cantina Marina and turned around. I have done
9 that.

10 I have lived in that house and I've lived in
11 that development for 22 years. I have a lot of experience
12 on trying to maneuver the traffic, the safety, and like I
13 said before, when I bought that house, when we bought that
14 property, and we paid a nice price for it, there was a house
15 there. I believe it was -- I forgot what the family was.
16 But there was a house there. The house was destroyed during
17 Katrina.

18 But I appreciate everything y'all have done.
19 But I also want y'all -- the safety and the need are the two
20 things you really need to ask yourself about that,
21 especially for Gulfport and the makeup of Gulfport.

22 Appreciate it. Thank you.

23 MS. ADOLPH: Your name and address, sir.

24 MR. ALEXANDER: Madam Chair, I'm Mark
25 Alexander, Post Office Box 130, Gulfport.

1 I'm here on behalf of my law partner and a
2 resident of Oak Island Subdivision, my client.

3 We object, my clients object, to the
4 development and the petition that has been placed before
5 you. The same petition, Mr. Sellers, you asked question
6 earlier, was before this commission last year. Nothing has
7 changed since it came before this commission last year.

8 The petitioners have tried to demonstrate to
9 this commission in order to meet their burden of proof that
10 there's been a change in character of the neighborhood, all
11 of this development.

12 Last time I checked, the ordinance requires
13 that the petitioner meet clear and convincing evidence.
14 That's the standard, that it is clear and convincing that
15 this neighborhood has changed or the character of this
16 neighborhood has changed.

17 They show you a bunch of development. You
18 can't even see it on the picture that's displayed above it.
19 You know why? It's all on the south end of what we call the
20 Island. That's where the commercial development and where
21 maybe the character of the neighborhood has changed.

22 You can look right here at what's displayed
23 in front of you. There has been one development in the last
24 decade or so that you can see a picture on what is shown
25 before the commission.

1 I'll tell you what's different in that
2 development and this proposed development. Ms. Jones'
3 dental clinic. You enter that dental clinic off of Old
4 Lorraine Road. There's no traffic concern. There's no
5 safety concern. There's no concern with our children that
6 are going up and down that road.

7 Incidentally enough, I just moved from
8 Stanton back over to the west side off of West Taylor --
9 excuse me -- east side of Cowan Road off of East Taylor
10 Road, so I'm very familiar with that. My wife has a
11 business off of East Taylor Road, as well.

12 Ms. Jones's dental clinic, back to my point,
13 comes off of Old Lorraine Road. It does not have ingress
14 and egress off of Lorraine. It does not have ingress and
15 egress off of Hillcrest. It certainly does not have ingress
16 and egress about 50 or 60 feet off of Cowan-Lorraine Road on
17 Hillcrest where there is residential traffic, as Ms. Roianne
18 said a moment ago. I've been there.

19 I know some of you have been there. It's
20 stacked right now. You've got somebody flying south over
21 that drawbridge, and do you think they're going to be able
22 to slow down when there's a car that's going to try to turn
23 off of Cowan Road and then immediately try to turn south
24 into a commercial development. It's not possible. It's not
25 possible because there's probably going to be three or four

1 cars stacked up right there. A few trying to go north and a
2 few trying to go south. It happens right now. And they are
3 proposing to borrow their words which they can't commit to a
4 development that's going to have 80 parking spaces.

5 So you got 80 more cars coming through there,
6 when you can't get cars through there as it is, and they're
7 going to try to come across there.

8 Nothing has changed. In your packet I gave
9 you, we presented this to the commission last year. MDOT
10 estimates 32,000 cars a day. That was a 2017 estimate. We
11 all know that's probably much higher in 2020. 32,000 cars a
12 day come off of that drawbridge.

13 I did the numbers before I came over this
14 afternoon. That's roughly a car every three seconds that's
15 going to pass where traffic already unreasonably stacks
16 where they've made no proposal or comment to this commission
17 this evening if they could even get a turning lane from MDOT
18 that might alleviate, and I stress might, alleviate some of
19 that traffic.

20 That's the reason this commission disapproved
21 the application in 2019 and should disapprove here.

22 Commissioners, as my client said to you last
23 year and as he asked me that I remind you of, this is an
24 accident waiting to happen if this development is approved.
25 I just hope it's not a child of anyone that's in this room.

1 There has been no change in the character of
2 the neighborhood. Quite frankly, I see that seal behind
3 you, Madam Chair, and I don't appreciate someone from Biloxi
4 coming over here and telling me that my neighborhood has
5 changed, buying property, knowing what the designation is,
6 and then want to come before this commission, not once, not
7 twice, but three times and telling us our neighborhood has
8 changed.

9 Thank you, Madam.

10 MS. ADOLPH: Thank you, sir.

11 Anyone else to speak against this request?
12 Anyone else to speak against this request? Anyone else to
13 speak against this request?

14 If not, Commissioners, your pleasure.

15 MR. SELLERS: If I could ask the staff.
16 There's been a lot of talk about the type of development
17 that could go in an R-B, even lounges and late night lounges
18 and things of that nature. Is that, in fact, true? Or
19 could you just elaborate a little bit on that?

20 MR. HOLMES: (Inaudible.)

21 MR. SELLERS: Okay. Thank you.

22 MR. SCRUGGS: Do we get a chance to do
23 rebuttal comments?

24 MS. ADOLPH: Mr. Scruggs, if you can limit
25 your comments to three minutes.

1 MR. SCRUGGS: I will do my best.

2 MS. ADOLPH: Three minutes, Mr. Scruggs.

3 MR. SCRUGGS: Three minutes.

4 MS. ADOLPH: Mr. Holmes, will you please put
5 the timer on?

6 MR. HOLMES: Yes, ma'am.

7 MS. ADOLPH: Thank you.

8 MR. SCRUGGS: Several objectors pointed out
9 that there has been no change in the character of the
10 neighborhood. And even the last speaker said there was no
11 change.

12 The change is directly across the street. I
13 mean, it's not hard to see in this picture right here. And
14 just to the north of that property, a rezoning occurred.

15 So, I mean, this area has changed within this
16 picture. There's a billboard on the property to the south
17 of this.

18 So there is change in this image right here,
19 not to mention the entire Cowan Road area.

20 To say that it is not possible to make a turn
21 into this corridor without having a wreck is just not
22 accurate because this body approved a subdivision with 11
23 units in it right here. I mean, if no development can occur
24 on this site, then we should stop all building permits
25 associated with these lots because apparently this is an

1 accident waiting to happen. We cannot tell this property
2 owner that she cannot develop her property.

3 MDOT can restrict crossover. They can modify
4 the light. They can have a turn lane put in. There are
5 things that can be done and will be done during site plan
6 review.

7 This is the question. Has there been a
8 change in neighborhood character? And, to me, the answer is
9 overwhelmingly yes. There has not been a single residential
10 development constructed on this corridor in 20 years. And I
11 don't care what they do in Texas or Washington State, but in
12 Gulfport, Mississippi, they're not building.

13 So, you know, I'm asking you to do what you
14 have done time and time again with property on this
15 corridor.

16 She bought the property in 2010. Since that
17 time, there has been significant change. I'm not sure what
18 she was going to do with it in 2010, but because of the
19 change in the neighborhood that's affected her since she
20 purchased this, I believe she has a right to ask for a
21 change.

22 So I hope that was under three minutes. If
23 not, I'll give you some. I quit. Thank you.

24 MS. ADOLPH: Thank you, sir.

25 Before we proceed further, let the record

1 reflect that we have letters of opposition coming from Ms.
2 Barbara Hatfield at 9452 Carriagewood Drive. We have a
3 letter from Mr. John Solarisky. We have a correspondence
4 from Ms. Tania Rizk, R-I-Z-K. We have a correspondence from
5 Mr. Curtis Prescott. And we have one from Ms. Roianne
6 Newman Gutierrez.

7 Commissioners, what is your pleasure?

8 MR. ANTHONY: Madam Chair, there's one thing
9 I want to say. I'm very over-protective of our staff
10 because I think that our staff does a very great job, and
11 any statements that are made quoted by any staff member, I
12 don't know if it's appropriate to have that stricken or
13 removed, but I think that what they do is separate from what
14 we do. And I did see that there was a quotation mark on
15 some statements from -- may be coming from staff.

16 So that would be my concern, too, because
17 I'm protective of the job that the staff does.

18 MS. ADOLPH: Thank you, Mr. Anthony, for your
19 empathy. Thank you, sir. Thank you. Thank you.

20 MR. JONES: I'd like to just make a statement
21 because I heard both sides. I bought a nice home with the
22 idea that it's in a residential area. You go out and you
23 get a request to change it to a B-1 or B-2. And then you
24 ask the party what would they build. They're undecided what
25 they're going to build on it.

1 That would be my concern.

2 Now, where I live, I understand you can't
3 build and protect who lives by you. But the idea to change
4 it and rezone it, and you don't have an idea of what you're
5 going to put on it, that's just something to think about.
6 And I heard both sides, and I wanted to make that comment.

7 MS. ADOLPH: Thank you, Coach Jones.

8 Anyone else with closing comments?

9 MR. HEWES: Madam Chair, I want to make a
10 comment, and then I'm going to make a motion.

11 MS. ADOLPH: Thank you, sir.

12 MR. HEWES: First of all, there has been in
13 my opinion a change in the neighborhood.

14 Second of all, if there are as many open
15 spaces in the new developments south and east, there's no
16 need at this time.

17 And with that being said, a little bit about
18 me. I live in the back parking lot of a hotel. A hotel is
19 right across the street from me. And I live with it fine.
20 It's not that bad, guys, if you have a good person there
21 that runs it.

22 There are a lot of people out there that are
23 close friends of mine, almost family, that are against this.
24 And I also know a lot pushing for it.

25 But with the fact that there is not an

1 obvious need for additional space, my recommendation is to
2 deny the request.

3 My motion is to deny the request.

4 MS. ADOLPH: Thank you, Mr. Hewes.

5 May I have a second, please?

6 MR. JONES: Second.

7 MS. ADOLPH: We have a motion and a second to
8 disapprove this request. Is there any further need for
9 discussion coming from commissioners?

10 MR. SELLERS: Madam Chairman, most of the
11 time (train passing) to voice my comment. I'm going to vote
12 against this request. I'm in favor of it on the basis of
13 several things.

14 First off, I would venture to say I'm
15 probably the most qualified person in the room to make -- to
16 analyze the situation from a traffic standpoint being I'm a
17 civil engineer and a road contractor. Sitting here in this
18 spot looking at that map and knowing I pass that spot 15
19 times a day, too, and I know it's fast.

20 But to sit here and say you can't build that
21 development because the traffic is bad is not a reason. If
22 we applied that reason to everything we did in the city, we
23 would never build anything. A lot of what we build would
24 not be done for that purpose.

25 There's ways and means to overcome those

1 situations. Granted, those would have to be done, but we'd
2 have to rely on our engineering department within the city
3 and the DOT officials to assist with that to be sure those
4 things are overcome.

5 I, too, live off of East Taylor Road, and I
6 dealt with situations with the development that's gone on
7 there. I have to go through there every day. I don't have
8 a real problem with it. Granted, I don't live right behind
9 it, but some people do. And that has in my opinion worked
10 very well and has been a successful development, and I don't
11 see a drastic difference in what's being proposed here
12 versus what's occurred at the corner of Lorraine-Cowan and
13 East Taylor Road.

14 So I just felt like I needed to voice those
15 comments for the record whichever way the vote goes. But
16 thank you for your time. And all my friends out there who I
17 just went against, I'm sorry.

18 MS. ADOLPH: Anyone else with comments,
19 Commissioners? If not, we have a motion and a second on the
20 floor. All in favor of denying this request, Zoning Map
21 Amendment 2011PC150, please signify by saying aye.

22 MR. HEWES: Madam Chairman, can we get a hand
23 count?

24 MS. ADOLPH: May we have a hand count please,
25 to deny this request?

1 (Hewes, Jones, Anthony)

2 MS. ADOLPH: All right. Three against this
3 request. Those for this request. That's for the motion to
4 deny the request. Those against the motion, please signify
5 by raising your right hand.

6 (Sellers, Daigle, Spann)

7 MS. ADOLPH: That means I have to break a
8 tie. That means I am for denying the request.

9 That makes it a four to three against the
10 request.

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1 BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2
3
4 2011PC150

5
6
7 COURT REPORTER'S CERTIFICATE

8
9 I, Norma Jean Ladner Soroce, Certified Shorthand
10 Reporter, do hereby certify that to the best of my skill and
11 ability I have reported the hearing held before the City of
12 Gulfport Planning Commission and that the foregoing 64 pages
13 constitute a true and correct transcription of said hearing
14 held on the 19th day of November 2020.

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

20 Witness my signature this the 10th day of December
21 2020.

22
23
24 _____
25 NORMA JEAN LADNER SOROE, CSR #1297
 Certified Shorthand Reporter

BEFORE THE CITY COUNCIL OF GULFPORT, MISSISSIPPI

2011PC150 - Ordinance to rezone - Objection

TRANSCRIPT OF HEARING

January 19, 2021

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT CITY
COUNCIL HELD IN THE CITY COUNCIL CHAMBERS, GULFPORT,
MISSISSIPPI, ON THE 19TH DAY OF JANUARY 2021 COMMENCING AT
1:30 P.M. AND REPORTED BY

NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

COUNCIL MEMBERS PRESENT:

RUSTY WALKER, President
MYLES SHARP
ELLA HOLMES-HINES (by phone)
RON ROLAND
KENNETH "TRUCK" CASEY
R. LEE FLOWERS
CARA PUCHEU

ALSO PRESENT:

HUGH KEATING, ESQ.
Board Attorney

JEFF BRUNI, ESQ.
City Attorney

EXHIBIT

tabbles

#191 F
opposition

EXHIBIT

tabbles

#191 G

Exh 2

Sliman

1 7. Ordinance - to rezone tax parcel from R-1-7.5 single
2 family to R-B residence business - located at Lorraine Road
3 and Hillcrest Road, Case Number 2011PC150 - Ward 4 - with
4 objection.

5 MR. WALKER: Item 7 has a -- we have an
6 appeal, so we have a court reporter here. So I'm going to
7 ask that you not speak out of order, that you not speak out
8 of turn.

9 Hang on one second, sir. We'll call you in
10 just a second.

11 So is the council ready? And Ms. Hines, if
12 you need it, you can just go ahead and say something, and
13 then I'll recognize you in the next spot.

14 The next item is an ordinance to rezone tax
15 parcel from R-1-7.5 to R-B, denied at planning, and this is
16 coming as an appeal, says with objection. I think
17 objections from the neighborhood, neighbors, and then the
18 appeal is from the applicant.

19 So Mr. Bruni.

20 MR. BRUNI: Mr. President, if I could just
21 clarify something real quick. This technically is not an
22 appeal. We don't style it that. It's always a
23 recommendation either against or for, and technically it's a
24 recommendation against. Just wanted to make sure I made
25 that point.

1 MR. WALKER: No, I'm glad you said it.
2 Recommendation against.

3 So the applicant -- is the applicant here?
4 Are you representing the applicant?

5 MR. WHEELER: Yes, sir, I am.

6 MR. WALKER: Thank you. Come forward,
7 please.

8 MR. WHEELER: My name is David Wheeler. I
9 represent Sharon Myers. I represented her before the
10 planning commission.

11 MR. WALKER: What was your name one more
12 time?

13 MR. WHEELER: David Wheeler.

14 MR. WALKER: Mr. Wheeler, thank you.

15 Mr. Wheeler, go right ahead.

16 MR. WHEELER: Thank you.

17 We're here on not an appeal but I guess an
18 objection to the recommendation to not allow the rezoning.

19 I would point out that there was a four-three
20 vote at the planning commission, so it was a very close vote
21 with several members admitting a finding that there was a
22 change in character of the neighborhood and a public need.

23 What I'd like to do now is I have Donovan
24 Scruggs here who made a presentation at the planning
25 commission. He is going to go over some matters that were

1 presented about this property and would like to present that
2 to you as part of this hearing.

3 Also have his Power Point presentation. And
4 I have some hard copies that I'd like to attach to the
5 record of the Power Point presentation.

6 MR. WALKER: Mr. Wheeler, was the Power Point
7 presented at planning?

8 MR. WHEELER: Yes.

9 MR. WALKER: Thank you. Certainly you can
10 pass that out.

11 MR. WHEELER: Okay. There are three things.
12 One is the land use report for a zoning
13 amendment to the property prepared by Mr. Scruggs.

14 The second one is a hard copy of the Power
15 Point, you can see the photos.

16 MR. WALKER: And we actually have that in our
17 record.

18 MR. WHEELER: Yes, sir, you do. But I don't
19 know whether you have the hard copy of the Power Point. You
20 have the digital thumb drive of the Power Point.

21 And the third thing is a letter from Mr.
22 Scruggs that outlines some additional matters that he didn't
23 cover that he will cover today.

24 MR. WALKER: Okay. Well, no new matters can
25 be addressed. But he certainly can augment his existing --

1 MR. WHEELER: That's what he will be doing.
2 He will be augmenting what's already in the record.

3 MR. WALKER: Yes, sir.

4 MR. WHEELER: And then these are just hard
5 copies that I'd like to make part of the record in this
6 hearing.

7 MR. WALKER: Okay. Again, you can't add to
8 the record, but we will take it and note that you've given
9 it to us.

10 MR. WHEELER: I'll have Mr. Scruggs come up.

11 MR. WALKER: Thank you so much, Mr. Wheeler.

12 MR. SCRUGGS: Good afternoon. Do you mind if
13 I pull this up?

14 MR. WALKER: Go right ahead. Thank you, Mr.
15 Scruggs.

16 MR. SCRUGGS: Good afternoon. My name is
17 Donovan Scruggs. I live at 317 Pine Drive in Ocean Springs.
18 I've been asked by Ms. Myers to assist with this rezoning.
19 And I've got the things that -- the representations I
20 provided to the planning board, so I wanted to make sure
21 they -- nothing has been changed on this.

22 This property has undergone significant
23 change over the past several years. And what has happened
24 is that 605 Lorraine Road is now a complete and -- it's a
25 commercial corridor. There have been no single family --

1 MR. WALKER: Mr. Scruggs, will you please
2 pull your microphone nearer. I've got notes that I'm having
3 difficulty hearing you through the stream, and we have a
4 member listening by the stream.

5 Go right ahead.

6 MR. SCRUGGS: Is this better?

7 MR. WALKER: Yes, sir.

8 MR. SCRUGGS: Okay. Wonderful.

9 But there has been no new residential
10 developments along this corridor in the past 20 years.
11 It is definitely a commercial strip, and there is really
12 nothing you can say about it other than that.

13 We went before the planning commission back
14 in '19 and asked for it to be rezoned to B-1. That was
15 denied. We did not appeal. But at that meeting, it was
16 hinted or requested or requested by several of the planning
17 commissioners if we would consider R-B. At that time, we
18 did not.

19 But Ms. Myers did submit a new application
20 for the R-B, and that's what we're asking for tonight.

21 The R-B, despite what was heard at the
22 planning commission meeting, is a very restrictive zoning
23 regulation. It does not allow a number of commercial uses,
24 many of which were objected to. We heard through the -- and
25 if you've read the transcript, the word Burger King was in

1 there at least ten or 15 times. McDonald's was in there.

2 Those uses are specifically not allowed in
3 the R-B district. So they cannot go there. A Wal-Mart
4 cannot go there for various reasons because of the site.
5 But also a department store which is not a permitted use
6 within this district. A drug store is not allowed.

7 There are a number of uses that are
8 specifically prohibited from the R-B district. And that's
9 what makes the R-B district such a good district for -- to
10 be adjacent to single family residential uses.

11 You know, when you look at change in
12 neighborhood character, what bigger change can you have than
13 the reconfiguration of a road that turns into a four lane
14 primary arterial that gets you from Point A to Point B and
15 Point B being Gulfport, Mississippi.

16 This reconfiguration in my opinion -- this is
17 an image in 1996 that was taken as compared to the image in
18 2003. As you can tell in 2003, there was absolutely zero
19 commercial development along that corridor. Zero -- well,
20 I'm sorry. There was Buchanan's on the east side. Besides
21 that, it was a basically rural undeveloped area was the
22 neighborhood. It was definitely, from this shot right here
23 to where we are today, there's been a significant change.

24 In fact, if you look at just since 2010, I've
25 gone through and identified all of the new developments that

1 have occurred along this corridor. The red dots show new
2 buildings that have been constructed. And this is
3 overwhelming.

4 In my line as a city planner, we typically
5 look at change in neighborhood character as the threshold
6 for any kind of rezoning, any kind of a rezoning, for it to
7 happen, must show a change in neighborhood character. I've
8 never seen anything like this from an application standpoint
9 for a rezoning. It is -- there's a number of buildings.

10 And not only are there a number of buildings,
11 there are a number of rezonings that this City Council has
12 approved that has allowed these developments to occur.

13 So we are not here in uncharted territory
14 asking for something that has not been previously approved.
15 We're asking for something that was approved in '17, '18,
16 and '19. These are things that this body and the planning
17 commission routinely approves, and now are asking for
18 the same consideration that others were given.

19 This is a snapshot that shows development
20 that has occurred along this corridor with '07, '11, '15,
21 you really see development beginning in '15 and '17, and now
22 in 2020 the arrows all show new area that has developed, and
23 some are even showing 2019 imagery from your website. In
24 2020, there were a number of rezonings that occurred south
25 of this corridor.

1 So, you know, it really is a very
2 overwhelming kind of change that's occurring out there.
3 This particular image is at West Taylor where a new traffic
4 light was installed because of this growth. Even MDOT
5 recognizes that the growth is occurring, and the increase is
6 really pretty incredible, a 33 percent increase just over a
7 short period of time.

8 It is not hard at all to ride along this
9 corridor and see growth that is occurring. I mean, the day
10 after my meeting, I went out and looked, and there was a
11 brand-new development occurring at Rick Marshall's site on
12 the east side. One of the few spaces that were available
13 all of a sudden is no longer available and new construction
14 is occurring.

15 Mr. Pucheu's development on the south end
16 continues to be developed. And these units are rented as
17 soon as they are constructed or they are used as soon as
18 they are constructed. There is virtually no vacancies on
19 this corridor.

20 One of the issues at the planning commission
21 and one that I felt was pretty incredible was that a number
22 of residents claimed, talked about the large number of
23 vacancies that are present on this corridor. I went through
24 and looked at them one by one, and each one of their units
25 are leased or have been leased.

1 Rick Marshall told me that he has never had a
2 vacancy, and he had Subway that's moving out, they're moving
3 across the street, but that's about it.

4 MR. WALKER: Mr. Scruggs, we have a five
5 minute time limit. If there's no objection by the council,
6 I'm going to let him wrap up for a minute or two. Okay?
7 Thank you. Please bring it to a...

8 MR. SCRUGGS: Okay. But the Subway moved
9 out. That was a point that was brought, well, they're
10 moving out. They have not moved out. But that's already
11 rented.

12 So Rick had told me that -- since the
13 development occurred back in '14, there has never been a
14 vacancy.

15 These are new developments that occurred just
16 this year in 2020, grand openings of Marina Cantina and
17 other developments.

18 You know, your plan in '13, '14, and '15
19 talked about the significant growth that's occurring along
20 this corridor.

21 Mr. Pietrangelo has talked about the idea
22 that have growth continue, that you welcome it, that you're
23 looking for growth between these bridges on the island, and
24 that's what we're here today to basically ask what this City
25 Council has requested.

1 There are zero properties -- there are zero
2 chance this property is going to be developed as single
3 family residential. There has not been one done in 20
4 years, and it will not happen.

5 By not allowing the zone to change, you're
6 basically saying that this property will forever be a buffer
7 to the neighbors that are to the west. And that's just not
8 a great use of property.

9 MR. WALKER: Mr. Scruggs, thank you. That's
10 going to be time.

11 Mr. Wheeler, I'm going to extend you a couple
12 of minutes at the end.

13 MR. WHEELER: Okay.

14 MR. WALKER: As the applicant, your right at
15 the end.

16 But I want to hear from people on the other
17 side at this time. I don't know how many of you here are on
18 the record and want to speak today. But if you're on the
19 record of being at the planning commission and you spoke at
20 the planning commission and you want to speak today, please
21 raise your hand.

22 Okay. We'll start on the right side of the
23 room, the gentleman right here in the sweater vest or the
24 vest, come right ahead. We don't have a clerk today, so you
25 can just leave it on the table, sir. And we'll start with

1 three minutes.

2 MR. RECORD: Thank you very much. My name is
3 Warren Record. I'm a resident of Gulfport subdivision
4 located at the end of Hillcrest Drive.

5 I did speak at the last meeting, and I'll go
6 as quickly as I can and be as brief as I can.

7 The first issue, the homeowners in my group
8 are opposed to the designation or rezoning of this property
9 as commercial property.

10 The first reason that we're opposed to it is
11 because we believe that there is an obvious opportunity for
12 an increased incident of traffic accidents at the
13 intersection of Hillcrest Road and Lorraine-Cowan. We're
14 curious if the petitioners have provided a traffic safety
15 study to the council to mitigate safety concerns.

16 And secondly, will the petitioners bear the
17 cost of the traffic study, or will the city have to bear the
18 cost of the traffic study and any mitigation steps that
19 might be required, such as a turning lane or a traffic
20 light.

21 Our second question has to do with legal
22 liability since we brought up both in the planning
23 commission meeting and this meeting the potential for legal
24 -- the potential for traffic safety concerns, we're curious
25 if the council approves rezoning without having a detailed

1 traffic study and without having a mitigation plan for any
2 potential traffic incidences, will the council or the city
3 bear any liability for traffic incidents and accidents that
4 occur at the intersection.

5 Third, we want to know specifically what is
6 going to be built there. We don't want to know what can't
7 be built there. We can look that up. We want someone to
8 say we're going to build this. And we'd like to see that in
9 deed restrictions, although I understand that's been
10 rejected.

11 Next, the continued insistence that there's a
12 need for commercial development, we challenge that because
13 on Seaway Boulevard there is acres and acres of commercial
14 property zoned land that's sitting there open. You can
15 build a lot of things on the many acres that are up there.
16 This little small spot doesn't really address the need for
17 new commercial property.

18 Finally, there's a lot of residents, seven or
19 eight residents that have built new homes in the last year
20 in Carriagewood. It's a property adjoining the property
21 that's asked to be rezoned. On all of the petitioners'
22 beautiful photos and explanations of what they could build
23 or what has been built, they never address --

24 MR. WALKER: Go ahead and bring it to a
25 close, sir. Your time has expired. Please go ahead and

1 close.

2 MR. RECORD: I can. My final vote would be
3 after I was going to speak about setbacks to the council,
4 there's a vacant lot on the corner of Hewes Avenue and
5 Highway 90 to the east of that intersection. If someone
6 pops up and buys that lot which is residential and says, oh,
7 I can do better if we turn this into an apartment complex,
8 how would the council vote on rezoning the lot across the
9 street from Mayor Hewes' home?

10 MR. WALKER: Thank you very much. Thank
11 you.

12 MR. BRUNI: Can you please spell your last
13 name and give us your address?

14 MR. RECORD: Yeah.

15 MR. WALKER: We have it on the card, I
16 believe.

17 Go ahead and read it, please. Would you go
18 ahead and read it, please?

19 MR. RECORD: Warren Record, R-E-C-O-R-D. I
20 live at 9430 Oak Point Drive, Gulfport, Mississippi.

21 MR. WALKER: Thank you, Mr. Record. You can
22 leave it on the table, sir. Thank you so much.

23 I'm getting a little bit of feedback. I
24 don't know if somebody else's microphone was on. Mr. Sharp
25 is going to move the table a little bit so that maybe it

1 stops feeding back.

2 Somebody else that's on this side that wanted
3 to speak against? I see Mr. Creel in the back. Mr. Creel,
4 please come forward.

5 Mr. Creel, if you'll pull that microphone up
6 real close. Please state your full name and your address,
7 please.

8 MR. CREEL: Barney Creel, 10314 River Road
9 Drive, Gulfport, Mississippi.

10 MR. WALKER: Please actually tilt the
11 microphone up a little bit toward you. Thank you. Go right
12 ahead.

13 MR. CREEL: Okay. I just want to speak on a
14 couple of things as far as the zoning about what he talked
15 about that's incorrect that you can't put a Burger King
16 there. Restaurants are allowed by right. So whether it's a
17 Chili's, Waffle House, Hooter's, whatever it might be, a
18 restaurant is allowed in an R-B zoning.

19 He said that a Wal-Mart would not be allowed.
20 However, a grocery store is allowed by right in R-B.

21 So whether it's a Wal-Mart Marketplace or a
22 Grocery Depot or anything like that, that is allowed.

23 Also, a variety store is allowed.

24 So I'm sure that would fall under the
25 guidelines of maybe a Dollar General, Dollar Tree, something

1 like that.

2 And the other intrusive thing that might be
3 allowed by right there right next to all that residential
4 property is a hotel. Hotel is allowed by right, as well as
5 a hotel with an enclosed lounge.

6 Today I passed by Best Western on Highway 49.
7 And I remember an enclosed bar there by the name of
8 Michael's. God forbid, my property is 55 feet from this
9 property that we would have a hotel with a Michael's with a
10 () in it that is allowed by right.

11 I'm not going to beat a dead horse and go
12 over everything that everybody else is going to say. But
13 here's the deal. We have no idea what is going to happen
14 there. Directly adjacent, Dalton McGuire invested a lot of
15 money into a single family residential neighborhood with 11
16 lots. There's going to be approximately \$5 million dollars
17 worth of homes there. Fifty-five feet away from there, I
18 have approximately two acres. I'm hoping that there's going
19 to be four very nice houses there that's going to be between
20 \$1.6 and \$1.8 million. But the odds of that happening if we
21 have some unknown commercial there is going to be
22 detrimental to the value of the property there.

23 So we have been asking for a very long time
24 what is it going to be, and we get no answer. R-B has a lot
25 of uses that can be very intrusive to single family

1 residential neighborhoods that have been there for many,
2 many years and quite a few are still popping up there.

3 So, yes, we've got to look at this is one of
4 the main arteries in the City of Gulfport, and it's a
5 beautiful artery, and the city does a wonderful job of
6 keeping it looking good, something that we can be proud of.

7 However, we don't know what's going to go
8 there if it gets approved commercial. So a decision now is
9 going to affect us for the next 20, 30, 40 years. So what
10 do we want it to look like?

11 Thank you.

12 MR. WALKER: Thank you, Mr. Creel.

13 Anyone else on this side speaking against?
14 This side, raise your hand if you're speaking against,
15 please.

16 Ma'am, do you want to come forward? When you
17 come up, you go ahead and state your full name and address
18 in the microphone.

19 MS. STOLARSKI: Good afternoon. My name is
20 Meggan Gray Stolarski. I'm currently at 11560 Briarstone
21 Place in Gulfport. But my husband John and I --

22 MR. WALKER: Meggan, you spoke on the record
23 at the planning commission?

24 MS. STOLARSKI: My husband and I were under
25 COVID quarantine. We submitted a letter on our behalf that

1 should have been part of the record.

2 MR. WALKER: Okay. Hang on one second.

3 You do have it on record? Thank you so much.

4 Go right ahead.

5 MS. STOLARSKI: And we submitted a letter
6 again today that Councilman Walker and Councilman Myles and
7 Mayor Hewes should have received, as well.

8 But as I was saying, my husband and I have
9 invested a large amount of money in property at the end of
10 Oak Point Drive, which is at the end of Hillcrest. And so
11 part of the reason -- we are currently in the process of
12 building at 9420 Oak Point Drive.

13 Mr. Warren Record spoke earlier on behalf of
14 our residents, and I am just another resident in that future
15 neighborhood for us who wanted to speak about why my husband
16 and I are adamantly opposed to the rezoning of this
17 property.

18 And one of the main reasons that we were so
19 attracted to that property and chose to invest in it three
20 years ago is because all the property leading from
21 Cowan-Lorraine Road and to farther back to our property is
22 zoned residential R-1. And that was extremely attractive to
23 us because as someone pointed out earlier so much business
24 commercial growth has occurred on Cowan-Lorraine in that
25 corridor on the island. And this is one of the rare pieces

1 of property that had all residential zoning back to our
2 property, and that was what was attractive to us.

3 We did not want to be hindered by the
4 explosion of development that we have seen on other parts of
5 the island. And that is one of the main reasons that we had
6 chose to make a significant investment in that property.

7 And so when it came to our attention that
8 this was up for a rezoning request, we wanted to make sure
9 that that was something that we did not want. And as it
10 states actually in the city's zoning, the zone is such to
11 protect the character of the districts by () all
12 commercial activity to occur in a suitable neighborhood
13 environment for family life.

14 We have three young children, and we already
15 deal with that intersection because () Hillcrest and ()
16), we already deal with the traffic issues on Cowan-Lorraine
17 Road.

18 And currently that intersection is not seeing
19 the problems that we saw at Taylor Road, hence the
20 intersection, the new traffic light at that intersection.

21 But we foresee any type of development, we're
22 opposed to any type of commercial development there, not
23 residential but commercial development in that area that
24 would only further add to traffic.

25 My statement is short and simple. I know the

1 clock wasn't started. But that's really what we wanted to
2 go on record saying.

3 MR. WALKER: Thank you, ma'am.

4 Who else on that side? Is that Mr. Sloan
5 (sic)?

6 MR. SHARP: Sliman.

7 MR. WALKER: Sliman, Richard Sliman.

8 MR. SLIMAN: I've been called worse.

9 MR. SHARP: It's the mask.

10 MR. SLIMAN: My name is Richard Sliman. I
11 live at 11460 Stanton Circle in Gulfport. I've lived there
12 at the Stanton Place residence for right at 20 years.

13 The zoning in our area in question is
14 basically in my back yard. This odyssey started many years
15 ago. First -- I guess the final culmination was last month
16 whenever the planning commission did agree, yes, it was a
17 four to three vote; however, it was a serious recommendation
18 that they felt adamant about, passionate about, and they
19 agreed with the local residents.

20 Yes, it was pointed out that there has been
21 some development on 605. The majority of it, though, even
22 if you look at their map, it's on the east side. There's a
23 buffer usually, whether it's woods, whether it's a road, a
24 street, or whatnot.

25 The only place on that right east side is a

1 dental clinic where it abuts a neighborhood.

2 Now, if you flip the coin on the west side,
3 what we're talking about, the only development has been the
4 recent development of Cantina Marina, that area.

5 I think that coupled with the Coldwell Banker
6 somehow got approved, and that's right quite frankly
7 overseeing Doug Hancock's house in our neighborhood.

8 Now, there's all sorts of flooding in Doug's
9 back yard. He's got a two-story structure in his back yard
10 that basically looms and ruins his quiet enjoyment.

11 You know, I've been there for 20 years. When
12 we bought that, everything was residential. The
13 neighborhood has been there for at least 25 years. You've
14 got the neighborhoods to the south, many of which were
15 already there.

16 When the people who own the land now, the
17 petitioner, they bought that, they knew about the
18 neighborhood. They knew about the zoning. They're all
19 speculators.

20 We tried to work with them at the last go
21 round, trying to get some kind of common ground. We tried
22 even after then, to say look, we're willing to try to work
23 with you guys. What about a deed restriction? Crickets.
24 Well, we heard something this morning; they're not
25 interested. Why are they not interested? Well, it's

1 because they want to flip the property. She doesn't want to
2 develop it.

3 First it was, oh, there's going to be some
4 medical buildings several years ago. Last year, it's going
5 to be -- or this year it's oh, we want to be a strip mall
6 with some retail shops. Well, if that's the case, why not
7 do a deed restriction?

8 Well, the bottom line is, she wants to flip
9 it. She's not a real estate developer. She's only a
10 speculator like her deceased husband.

11 So where does that leave us? It leaves us in
12 a situation of you're going to have some serious traffic
13 difficulties getting in and out of that neighborhood. You
14 can't put a light coming down on Seaway Bridge. You've seen
15 what it does over going to J.D. over the Kramer Marine
16 Bridge. I drive that way every morning, and you're lucky
17 not to get held up by a traffic accident.

18 It's a dangerous situation as it is now, and
19 it's only going to get worse with the high traffic.

20 I've got a vested interest in this. And
21 quite frankly, I don't want a two-story thing looming in my
22 back yard. I want and I deserve the quietness, quiet
23 enjoyment of my property. We all do.

24 Yes, Dalton McGuire built a subdivision back
25 there. There's room to do one right next to it and have

1 about a 30 foot buffer. It can be done. It can be
2 economically available to do that.

3 So we ask that there is no need -- okay?
4 That's the biggest thing, there is no need. The planning
5 commission agreed with that.

6 Thank you very much.

7 MR. WALKER: Thank you, Mr. Sliman.

8 Who's that? Mr. Holleman?

9 MR. HOLLEMAN: Tim Holleman, 9346 Stone Road.
10 I'm somewhat new to the neighborhood. I've been there since
11 November. We love our neighborhood.

12 First thing I want to say is that Mr. Scruggs
13 reminds me of my stockbroker. When the stock market is
14 doing bad, he comes in with a map about this big that covers
15 20 years to show how great everything is. When the stock
16 market is doing real good, he comes in with a map with about
17 two months showing this big spike and how great it is.

18 That's what he's doing when he claims the
19 neighborhood is this -- all this corridor along 605.

20 The neighborhood where this property is
21 located, if you look at the exhibit, is immediately adjacent
22 to residential property. We're not talking about the
23 property on the east side of 605. We're not talking about
24 the property down near the cemetery. We're talking about
25 immediately adjacent. In fact, we just had 11 houses -- I'm

1 sorry -- lots, I think there's ten houses either built or
2 under construction immediately adjacent to this piece of
3 residential property.

4 All of us are from Gulfport. We're all
5 residents of Gulfport, pretty much lifelong residents of
6 Gulfport. I had a short sentence in Wiggins before I came
7 to Gulfport. But for the most part, I've been in Gulfport.

8 All these folks out here, and there's a lot
9 more of them that couldn't come today in these neighborhoods
10 that are opposed to this as you've seen from the record.

11 We ask you to look at the residents and how
12 it affects them because Mr. Sliman is correct, this -- what
13 this council decides today will affect the quality of life
14 for all these residences and resident people that are
15 citizens of Gulfport.

16 We're not here to speculate about trying to
17 make a profit off a piece of property. We're here to live
18 and raise our families. I already raised mine. Raising
19 grandkids now.

20 So I'm here to make that for them, not to
21 make money off of a piece of property that was known to be
22 zoned residence when they bought it. They knew that. How
23 do you get around the fact that you bought it because that
24 is pure speculation for profit. She bought it not for
25 personal development. If she knew what she was going to

1 develop, we wouldn't be here before this council. We would
2 have been able to get this matter resolved.

3 The residents of Gulfport that all live in
4 this area, many of them are opposed to this change in
5 zoning. Zoning is the epitome to be arbitrary and
6 capricious when you say the neighborhood is this corridor
7 along 605. That's not the neighborhood.

8 Look at the maps they introduced into
9 evidence. The neighborhood is Carriagewood, it's Oak
10 Island, Stanton Place, all these subdivisions that are
11 immediately contiguous to this piece of property that are
12 all zoned residential. That's the neighborhood.

13 There's not been a change in the character of
14 the neighborhood where this property has been used.

15 Don't let him show you the big map or the
16 little map, however you want to look at it on the situation.
17 These people are here to make money, and they're not here
18 for the betterment of our residents in this community. We
19 are.

20 Thank you.

21 MR. WALKER: Thank you, Mr. Holleman.

22 Hi. Please say your name and address.

23 MR. WELDON: My name is Dave Weldon. I live
24 at 9326 Stone Road in Gulfport. I am a member of the Oak
25 Island Subdivision.

1 First of all, thank you for the opportunity
2 to come speak about this. As you've seen, as my nextdoor
3 neighbor Mr. Holleman just talked about, the Gulfport City
4 Council is here to serve the citizens of Gulfport. And the
5 citizens of Gulfport in that area are telling you guys very
6 clearly, and like the council people like to say, very
7 clearly this is something that is not okay right now.

8 The land speculation that is happening, to
9 me, is absolutely egregious. If you want to develop the
10 property, let's develop the property and talk about it.
11 We're not here to say no development, never, ever, ever. At
12 least not mine. Right, there are a range of opinions in the
13 neighborhood.

14 I understand that business happens, but to
15 just say, hey, you know what? My property is worth more if
16 it's business, so let's do that and I can sell it for more.
17 It is absolutely inappropriate in my opinion.

18 We have every member of Oak Island HOA or POA
19 as it's called has signed a letter that said, you know,
20 until we can talk about this further, until you can show us
21 what we're talking about, we are absolutely opposed. That
22 is 30 plus homes of your professional citizens, of your
23 citizens that give to the community through both taxes, but
24 it's really not about that, it's about being productive
25 members of the community.

1 I have a very different story than most of my
2 neighbors. I moved into my home January 2, 2017. I am very
3 new to this area. I feel like I've lived in Gulfport my
4 entire life. There was only probably two places in the
5 entire State of Mississippi that I would bring my family
6 back -- I grew up in the Delta -- where I would bring my
7 family back and raise them. That's probably Oxford,
8 Mississippi, because that's the place where I found my wife
9 and that's where we got married, and that's where my entire
10 career began, and the coast of Mississippi, specifically
11 Gulfport.

12 My wife and I looked at -- and this is no
13 lie, call Diane Carpenter (ph.) if you don't believe me, 127
14 homes from Ocean Springs all the way to Pass Christian,
15 beautiful homes, wonderful communities. I ended up in my
16 home in Gulfport because it sits exactly where it sits.

17 It's not just can you throw some new
18 businesses in there, can we draw some, you know, commercial
19 development. That's my family. That's why I moved here.

20 So just think about it. Honor the decision
21 of your brethren on the commission and know that it's not
22 just some property on a plat. It's my kids where I can say,
23 hey, Campbell, jump on your bike and go to Jacob's house,
24 jump on your bike and go over to the other house. I can't
25 do that once that moves in there. That's what I lose by

1 this decision.

2 Thank you again for your time.

3 MR. WALKER: Thank you.

4 Anyone else to speak against it? Thank you.

5 Please come forward, go ahead and let us know your name,
6 address, and you can leave that card right there.

7 MR. FOSTER: My name is Sterling Foster. I
8 reside at 11518 Treelawn Street, actually next door to Mr.
9 Weldon. We'd like to go after that because that was very
10 helpful what he said.

11 The letter that they reference I have and I
12 can submit was part of the record in the planning commission
13 meeting I can distribute now. I don't know how that needs
14 to happen. But I would like for everyone to have it.

15 Mr. Weldon went to every homeowner in the
16 neighborhood, either whether it was a husband, spouse,
17 whoever it might be, every home is represented on this
18 letter, and we made two key points, most of it -- both have
19 been addressed today.

20 The first -- and we tried to take a technical
21 approach to it -- was traffic and safety. We looked at
22 every intersection on the island and the corridor. We
23 looked at what's access there, some have lights, some don't.

24 This intersection creates challenges for us
25 as it is heading out every day. The term stacking is used

1 pretty regularly. But the consensus from the residents in
2 Oak Island has been the concern of traffic and safety at
3 that point. It is the single exit point for I think I count
4 between our neighborhood and the other neighborhoods in the
5 area there were 70 homesites, so that is our only access
6 point onto Cowan-Lorraine.

7 So again, had a lot of concern with the
8 volume of traffic --

9 MR. WALKER: Hold on one second, Mr. Foster.
10 Continue.

11 MR. FOSTER: The -- I think in the
12 presentation earlier they spoke to how the corridor was so
13 heavy and so congested and realizing how the traffic from a
14 business standpoint was not very attractive when you're
15 trying to turn out in the morning to take kids to school or
16 to go to work. So challenges there. We've addressed that
17 in our letter, and I think everyone at the table has said
18 that.

19 The other is concern for what goes there. We
20 had a pretty broad spectrum. A lot have been opposed to any
21 commercial development. Some have said if it's the right
22 thing. Some of the pictures that went up, and I know
23 there's reference to what Mr. Pucheu developed at the south
24 end of the island, some have said that would be attractive.
25 But the consensus is there's a lot within the R-B

1 designation that would not.

2 I know hat Mr. Sliman on behalf of all of us
3 had reached out on deed restrictions. That was essentially
4 denied and said no, they expressed no interest with that.

5 So again, there's a willingness to work, a
6 willingness to at least have a conversation, but the
7 uncertainty scares us collectively on what could be there.

8 With that, I'll leave those two comments
9 there again speaking collectively for the residents of the
10 Oak Island POA.

11 The last comment I would say, and I guess
12 having to appeal emotionally, as well, what happens there
13 after the vote is done, it's wrapped up maybe from your
14 perspective a little bit because you don't see it every day,
15 the owner when they sell detached from the property, but
16 what transpires there, everyone that spoke today will deal
17 with on a daily basis. I certainly stress to consider that
18 as you think on moving forward.

19 Thank you.

20 MR. WALKER: Thank you, Mr. Foster.

21 Anyone else?

22 MR. BRUNI: For clarity, just need to ask and
23 see whether this document that was just handed to me by Mr.
24 Sterling Foster was actually presented to the planning
25 commission.

1 MR. KEATING: Jeff, let me see it. I think
2 it was.

3 MR. WALKER: Let's proffer it. If it is,
4 then we'll accept it. If it wasn't, then --

5 MR. KEATING: It is. It's Exhibit C.

6 MR. WALKER: Thank you. We already have it.
7 Thank you, Mr. Foster. But we'll go ahead and take a copy
8 now.

9 So no one else. Okay.

10 Mr. Wheeler, would you like to come up and
11 rebut any of that? I'm going to give you two minutes to
12 rebut, and then we're going to take questions from the
13 council. And the council may ask you some additional
14 questions.

15 MR. WHEELER: Yes, sir, just a few points.
16 For the legal standard for rezoning, the applicant has to
17 show a change in character of the neighborhood and a public
18 need.

19 We think that the planning commission record
20 is full of evidence that shows change in the character of
21 the neighborhood. Some of the residents that spoke against
22 it say that they're worried about the explosion of
23 development on Lorraine-Cowan corridor. That's change in
24 the character of the neighborhood.

25 They want you to limit the neighborhood to

1 this piece of property and the residential development on
2 it. But that's not this neighborhood.

3 This neighborhood is Cowan-Lorraine Road
4 where the property fronts as well as this subdivision.

5 I venture to say every commercial development
6 on Cowan-Lorraine Road on the east or the west side at one
7 point was residential because this whole area was, and it
8 got changed. It got changed because there is a change in
9 the character of the neighborhood.

10 As far as some of the specific objections, to
11 have a lounge in a motel, you have to have a motel with 50
12 units. That won't fit on this property. You can look at
13 the property and see. There's not enough parking
14 requirement. There's not enough land.

15 As far as the discussions of what would go on
16 the property, Mr. Sliman submitted to me they wanted deed
17 restrictions. That means they want to put impositions on
18 Ms. Myers' property. One-story office building operating
19 under normal hours of 9:00 to 5:00. No two-story family or
20 multifamily dwellings. No restaurants like fast food chains
21 or other dining options, like Waffle Houses and Burger Kings
22 and the like. No discount stores like Dollar Store, Dollar
23 General, Fred's Dollar Stores and the like. No big box
24 retail outlets like Best Buy or Super Neighborhood
25 Wal-Marts. No hotels, motels, lounges, bars. No

1 self-service laundromats. YMCA type facilities. No high
2 traffic volume and no gas stations.

3 If you own property, are you going to let
4 your neighbors tell you what to do with your property? Or
5 are you going to go to the city and ask the city what is
6 permissible?

7 I would say to the council that the record is
8 replete with facts that show this neighborhood has changed.
9 The city's own reports recognize that Cowan-Lorraine Road
10 north of and south of the interstate has developed as a
11 commercial corridor. This is just a natural progression.

12 The R-B zoning is a transitional zoning
13 that's designed to provide a buffer between neighborhoods
14 and commercial developments.

15 MR. WALKER: Go ahead and close.

16 MR. WHEELER: That's all I want to say. If
17 you have any questions, I'll be happy to answer them.

18 MR. WALKER: Thank you. Council.

19 MR. SHARP: Depending on who the questions
20 are posed to by each member, we'll call you up as needed if
21 someone asks because they may ask different people.

22 MR. WHEELER: But I do want the hard copies
23 of the --

24 MR. WALKER: Yes, if you get them to Mr.
25 Bruni, please. Thank you, Mr. Wheeler.

1 Okay, Council. Use your lights if you'd like
2 to ask questions or take the floor.

3 I've got a light from Mr. Flowers. Go right
4 ahead.

5 MR. FLOWERS: Thank you, Mr. President.

6 At the beginning of this meeting I missed my
7 opportunity to talk about it, but should have. We would
8 have saved a lot of time by showing a similar situation in
9 my ward and today I expect we'll pass to approve a change in
10 a parcel of land that fronts a very bright, nice,
11 commercially relevant street now in my area to a more
12 business friendly convenient much higher classification for
13 business. And now () we're going to go from
14 residential all the way to B-2. It fits.

15 But the question currently resides with Mr.
16 Greg Holmes on the repertoire -- repository I should say of
17 information with regard to all our city plans, and I have
18 two questions.

19 Generally we have at least a five year plan
20 on development for our city. And I know that we've
21 addressed this part of the growth 605 in our plan. What
22 does it show? What does our city plan show for that portion
23 of road?

24 MR. HOLMES: Our comprehensive plan shows it
25 being future commercial.

1 MR. FLOWERS: Future commercial.

2 That's pretty succinct if our plan shows
3 that. And we publicized that plan. How old is that current
4 plan, do you know?

5 MR. HOLMES: The plan we're currently using
6 now was actually approved in 2000.

7 MR. FLOWERS: From when?

8 MR. HOLMES: 2000.

9 MR. FLOWERS: In 2000.

10 MR. HOLMES: Yes, sir.

11 MR. FLOWERS: Twenty-one years ago roughly we
12 approved the plan that shows that when we finished with the
13 moving of this corridor and it becomes a highway instead of
14 just a two-lane road that drove everybody crazy that was
15 trying to go south or north at the wrong time of day to a
16 major highway through the city, major artery, that we were
17 going to wind up making the road or the properties adjacent
18 to the road commercial. That's pretty good.

19 Now here's the hard question. Why are we
20 doing this parcel by parcel? Why haven't we done this along
21 with Dedeaux Road and so many other areas? Why is the plan
22 or why hasn't the planning department, planning commission,
23 city as a whole, just sat down, put together public meetings
24 to rezone these swaths -- swatches of land in one fell
25 swoop?

1 MR. SHARP: Mr. President, I'm going to
2 object. I don't think this is germane to the issue before
3 us.

4 The issue before us is the rezoning of this
5 parcel, not --

6 MR. FLOWERS: That's correct.

7 MR. SHARP: I don't have any problem putting
8 the discussion item on about doing comprehensive zoning
9 throughout the city, but I don't think that would make us
10 proper.

11 MR. WALKER: So I'm going to rule on that.
12 And I agree, it's not germane. Please stay on the topic.

13 MR. FLOWERS: Well, the topic is that we're
14 doing each one of these parcels, including this one, one by
15 one, and they are eating us alive.

16 I'm going to ask the administration please
17 bring forward something that has all due process that will
18 take these little pieces off of our dais because we're doing
19 this all the time.

20 MR. WALKER: Mr. Flowers --

21 MR. FLOWERS: We've done this on every single
22 one of these parcels along 605, every time. Every last one
23 of them has come before us. And as far as I'm aware, I've
24 been on the council for 12 years now, every last one of them
25 has eventually gone commercial.

1 MR. WALKER: Mr. Flowers, let's go on topic,
2 or you've already been called on that item and we've ruled
3 on it. Please stay on topic. You're certainly welcome to
4 the floor, but please stay on this one.

5 MR. FLOWERS: This parcel of property today
6 is along 605. For 20 years we've said it would go
7 commercial. Today we have something that we think would be
8 a good compromise because it's been before us before. I
9 remember when it was brought to the city and people
10 objected.

11 We've worked very hard to get something
12 that's more palatable. But the corridor along Highway 605,
13 as much as I hate the fact that we've added another traffic
14 signal and that it has become busier every day because my
15 wife drives it every day to work and she tells me about how
16 bad it gets and can I do something, it's getting worse. And
17 it's becoming more and more commercial.

18 But that's what the city has intended for 20
19 years was intended for this parcel to be commercial.

20 Thank you. Thank you, Greg, for answering my
21 questions. The big question was how long have we known that
22 it would be commercial. For 21 years, we've known that this
23 would become commercial.

24 Thank you.

25 MR. WALKER: Thank you, Mr. Flowers.

1 Looks like Mr. Roland is next.

2 MR. ROLAND: Well, you know, I rode through
3 that property yesterday to take a look at what was going on.

4 I'm not against any development in the City
5 of Gulfport. You know, as I came over that bridge there
6 over the Industrial Seaway and was thinking about another
7 traffic light being right there, that was a negative to me,
8 as you probably already know that anyway.

9 You know, a lot of people out there have
10 bought houses. One of my biggest concerns is something
11 being neighborhood friendly, and everyone in the subdivision
12 has filed against you. And, I mean, I wouldn't want that
13 piece of property personally, that's a personal opinion, to
14 develop as commercial, especially after people have spent
15 thousands of dollars to be back in there right there at that
16 particular piece.

17 You know, there are traffic concerns. I
18 think that we have a need in Gulfport, though, for
19 commercial development and good commercial development. But
20 I'm certainly against that.

21 These deed restrictions, now, you know, as
22 you know, can really affect the value of the lease, can
23 affect the value of the property. If we rezone this now for
24 R-B, you know, it stays R-B until until we come back again
25 to do something else. And anyone that buys that property or

1 invests in a business there certainly has the right under a
2 rezoning to put what they want in there.

3 A four-three vote at the planning commission,
4 you know, lets me know that there's some -- there's really
5 some uncertainty here. It's not a NIMBY situation that
6 everybody was telling me it's a NIMBY, I want that, but I
7 don't want it in my back yard. You know, we face that many
8 times in different subdivisions.

9 But in this case, I think the quality of life
10 here, some agreement can be reached I think to develop that
11 piece of property. I'm not sure a 30 foot buffer zone like
12 somebody mentioned I would be in favor of that. But
13 something can be developed there. And I'm certainly not
14 opposed to anything being developed as long as there's some
15 neighborhood friendly development there.

16 And that's what, you know, I, in my own
17 personal opinion, I have to support the residents. You
18 know, I love the development, but I have to support the
19 residents. It seems like they've come together to make
20 their statement that they would like to have some
21 participation in what goes there and not just say we have
22 two strip centers there, but we would like to know what's
23 going there for the benefit of our family.

24 And coming in and out of there, even without
25 anything there yesterday, it was horrible. Trying to get

1 out, it's dangerous, it is dangerous. So I guess MDOT would
2 have to step in and add some kind of traffic regulation
3 there. I don't think that would be the city.

4 But not only will it be, if you have deed
5 restrictions, not only will it reduce the value of the
6 property, the commercial property, but I think it would
7 reduce the value of the residential property, as well.

8 So I'll let it stand right there and let you
9 know that I'm not against any commercial development,
10 especially along there, I'm just not sure that that's the
11 right spot to put it in.

12 Thank you.

13 MR. WALKER: Thank you, Mr. Roland.

14 Mr. Sharp.

15 MR. SHARP: Thank you, Mr. President.

16 Ron, I agree with you on one point. The Oak
17 Island residents do tend to come together and keep things
18 from being built around there.

19 And I've reviewed the letter and the
20 signatures. And I want to say, first of all, this is one of
21 the better presentations I've seen from both sides in eight
22 years I've been on this council.

23 And I went back and looked -- actually I came
24 in here today with plans to support or plans to support the
25 zoning change, put it that way.

1 When I got to looking a little closer at the
2 maps and in consideration, one thing I hear a lot about is
3 to be consistent. I'm trying to be consistent up here even
4 when my colleague had issues before us that was very
5 difficult for us to vote on, I try to be consistent.

6 And I appreciate the maps and the votes that
7 we've done on prior properties. But there's one compelling
8 difference. On every one except for one of those properties
9 that I know of, in every one of those instances those
10 properties did not directly abut residential homes on all
11 sides. Ms. Pucheu's property did not. The -- is it
12 Bridgewater across the street did not.

13 And so when I looked at this, I thought this
14 property was actually shifted a little bit differently than
15 where it was. But it's actually abutted by residential on
16 the south side of this property, it's abutted by residential
17 all along the west side of that property, with no
18 discernable buffer for those residences.

19 And I, like Mr. Roland, I take these matters
20 seriously, especially for development. We want things to
21 develop in our city. But we've also got to be smart about
22 how we develop in our city, especially around our
23 residential areas.

24 And in this case, that one issue is really --
25 hey, I know we're never getting a light at that

1 intersection. I was personally involved in lobbying for and
2 fighting for the light at East Taylor Road. And with the
3 mayor's help, with David Parker's help, I don't think he's
4 in here today, it took us almost two years to lobby to get
5 that done. So we know that that's not going to happen.

6 But the biggest issue for me is the manner in
7 which this property abuts residential on every side except
8 for 605 with no discernible buffer. And I don't generally
9 wait, if you've ever been in the council meetings, I
10 generally kind of let you know where I am when I talk.

11 But I personally am not going to be able to
12 support the zoning change today just in light of the way
13 this property sits, and I would ask the council to vote your
14 will on it, but that's what my position is going to be.

15 Thank you.

16 MR. WALKER: Thank you.

17 Ms. Pucheu.

18 MS. PUCHEU: I just want to make a couple of
19 points. When Mr. Pucheu started developing on Lorraine
20 Road, 95 percent of everyone in Bayou Oaks signed a petition
21 against the development, 95 percent, while 50 percent of
22 Stanton Place signed against that development.

23 He then bought the cemetery. His original
24 plan from 2015 never wavered. He said it was going to be a
25 residential buffer. The people that bought those homes,

1 which every -- 15 lots, every single one of them was sold,
2 and all but two lots have already got homes with people
3 living in them right adjacent to that development.

4 So when you do look at the Highway 605, and
5 it does say highway, y'all can say Cowan-Lorraine Road if
6 you want, but it's truly Highway 605, and people that
7 purchase property in the City of Gulfport do so because they
8 are investing in your community.

9 Now, I understand that there have been text
10 amendments, text changes to R-B zoning that have taken away
11 some of your protections in the type of restaurants that can
12 be there and the types of a lot of different things, and
13 there's things that have recently taken place I would say
14 within the last two to three years.

15 But the gentleman that purchased the
16 neighborhood basically that put in the development of the
17 residential houses adjacent to this, he knew it was going to
18 be commercial eventually. He absolutely knew.

19 And for y'all to sit here and say that, you
20 know, he intended for all of that to be residential, why
21 didn't he buy those lots? Why didn't he buy that lot? Why
22 didn't he buy that and go ahead and put residential there if
23 he thought it was ever going to be residential? Because he
24 knew, like Mr. Pucheu did, that no one would want to build
25 on Lorraine Road. Nobody would want to build a single

1 family residential home on Highway 605. It hasn't happened
2 in 20 years, and had we not had a three year legal battle,
3 kind of like these people are going through right now, it
4 would have -- you know, you wouldn't have Marina Cantina,
5 you wouldn't have those really neighborhood friendly
6 businesses, your local Allstate person, some nice dress
7 shops that I'm sure either you or your wife have shopped at,
8 and bettering the entire area.

9 So you have an attorney, a CPA, commercial --
10 an investment group, couple of dress shops, and a really
11 high-end workout facility.

12 So I understand that people don't want it in
13 their back yard, but I will have to correct Myles Sharp on
14 the fact that on the Bridgewater development, which Mr.
15 Pucheu also did, which is a very fine development I'm sure
16 you all would agree, it abuts residential property. It's
17 not built out yet, but it's residential property. And there
18 is a residence there. Mr. Mike Ellis lives on that
19 property. And right now he can develop it either
20 commercially or residentially.

21 But again, you know, if you put up a nice
22 fence just like this developer showed on their plans, it
23 looks like they are putting the buildings to the front just
24 like Mr. Pucheu has, the parking in the rear, and it gives
25 that buffer, and it does give a buffer because by city

1 ordinance they have to have that buffer. They have to have
2 a green space. They have to have so much in between the
3 fence, the parking, and the building.

4 So I understand how everybody says they don't
5 want it in their back yard. We do have a developer that's
6 coming in that is probably, and I'm really crossing my
7 fingers that this is going to get approved, because it's
8 going to be a great thing for the community, and it is going
9 to solve every one of your traffic problems. I'm just going
10 to say that.

11 They're not going to talk about it, and not
12 many people know anything about it, but it will solve all of
13 your traffic problems without having a light.

14 Thank you.

15 MR. WALKER: Thank you.

16 Mr. Sharp, you want to...

17 MR. SHARP: I just want to clarify, and I
18 appreciate that, Ms. Pucheu.

19 And I meant to actually talk about the dental
20 office at the entrance to Brentwood. And what I meant was
21 that there was no application for zoning changes where the
22 residents came out and objected. There wasn't an objection
23 to those developments, and that's what we're seeing here
24 today.

25 (Several people speaking at one time.)

1 MR. SHARP: I'm talking about since I've been
2 here.

3 MR. WALKER: Mr. Flowers, you want the floor
4 again?

5 MR. FLOWERS: We had a city employee that was
6 very adamant against that.

7 MR. SHARP: I wasn't here.

8 (Several people speaking at one time.)

9 MR. WALKER: One at a time, please.

10 Okay. The motion on the floor, just to
11 clarify it before I speak, is -- Mr. Casey's motion was to
12 grant the application against the recommendation of the
13 commission. That means that a yes would change the zoning
14 and a no would deny the zoning. That way it's in the
15 affirmative.

16 MR. BRUNI: Councilman --

17 MR. WALKER: Please do, Jeff.

18 MR. BRUNI: I just want to remind the
19 council, I know the council is used to this because we do
20 this every single time on it, amendment changes to the
21 ordinance, the criteria in the ordinance has to be with
22 respect to this particular one set out in the ordinance and
23 Mississippi law, proof of change in the character of the
24 neighborhood and public need.

25 Issues about public safety, issues about

1 traffic, all those issues come up later with respect to if
2 there's development. That's not germane to the issue of
3 zoning. I just remind the council of that.

4 And then also to state just for the record
5 that what was handed to me was a November 18, 2020, letter
6 to the Gulfport Planning Commission. It was handed to me by
7 Mr. Foster just a second ago which Mr. Keating has
8 designated was Exhibit C in the record, and then what was
9 handed to me by Mr. David Wheeler, the attorney, is a Power
10 Point hard copy printout that was also before the planning
11 commission. And then the last thing was a report entitled
12 Land Use Report for a Zoning Amendment for properties
13 located at along the west side of Highway 605 and south of
14 Hillcrest Road. And it says it was prepared by Donovan
15 Scruggs on November 19, 2020.

16 To the extent that's in the record, that's
17 acceptable. I do () in the record. I want to make
18 sure we have this in the record, and I'm going to hand this
19 now to the court reporter.

20 MR. WALKER: Okay. Thank you.

21 Mr. Casey.

22 MR. CASEY: Yes, sir. I've been sitting here
23 listening to all the discussion, and it's always a problem
24 with some type of controversy with the developer and the
25 landowners or the residents.

1 That being said, I think that the developer
2 need to give the residents some kind of idea of what they're
3 planning on doing with their development. And I think that
4 way, it won't be so much uncertainty that the residents are
5 having concerning kids, traffic, and all those concerns.

6 So I did make the motion in the beginning,
7 Mr. President, and I'm a people person and I'm concerned
8 about kids, so I think it's all a misunderstanding or some
9 kind of hidden agenda when it comes down to development.

10 I yield, Mr. President.

11 MR. WALKER: Ms. Pucheu, do you have a
12 follow-up?

13 MS. PUCHEU: I did receive a development
14 plan. I don't know if y'all have seen it. Her development
15 plan is showing where the building is in the front, the
16 parking is to the rear, and it's about an 8,000 square foot
17 little strip mall similar to the strip mall that Subway and
18 the Children's Clinic is in across on the east side. And
19 she's stating that since the little Southern Grounds coffee
20 shop had gone away that something like that might be in
21 there, she says it's on a good side because it's on the
22 going home side.

23 But I did speak to the developer because
24 everybody else wants to know what's going there.

25 MR. WALKER: Well, Ms. Pucheu, is this

1 information that was made available at the planning
2 commission, or is this new information?

3 MS. PUCHEU: I want to make sure that if we
4 deny this today, this developer, this property owner, this
5 investor, has to wait an entire year to be able to do
6 something again. That's a lot of interest to pay on that
7 loan, and it's a lot of, you know, money that is just
8 sitting there that she's unable to do anything with.

9 And I hate doing that to a developer in the
10 city that is investing their time and everything else.

11 And all the people that have bought in the
12 residential right behind that property knew that it was
13 going to be commercial. And if you didn't, then you weren't
14 looking at the growth rate and the growth pattern in the
15 city.

16 But I would like to make a motion to either
17 remand this back to the planning commission, or I'd like to
18 make a motion to at least change the zoning to an R-O. An
19 R-O would not allow any of the things that y'all mentioned
20 before. It's basically a deed restriction on the property
21 that only dental offices, medical facilities, attorneys'
22 offices, things like that can be in there.

23 I just don't want to penalize a developer
24 that has the ability to invest in our community to limit
25 them to one year that they can't do anything because we know

1 residential is not going to go on there.

2 MR. WALKER: Okay. Thank you, Ms. Pucheu.

3 At the appropriate time, if we need a motion, we'll come
4 back to you for a motion.

5 I want to go on record. I'm not a trustee or
6 a supervisor or a selectman. I'm a representative in our
7 form of government. I vote what the citizens in my area
8 elected me to vote. And I do that whether or not I agree
9 it's good or not.

10 But in this case, I think that the record is
11 pretty clear. Mr. Record came out and started it. Mr.
12 Warren started it off very clearly, very succinctly.

13 Mr. Creel owns property right 55 feet from
14 it. Ms. Meggan, she just -- she has a new house. You can't
15 say there's no new residential development. She has a new
16 house next to what Mr. Sliman notes is, you know, his back
17 yard in a residential neighborhood pretty close to 11 lot
18 development that Mr. Dalton did, all new residential
19 development.

20 Mr. Holleman reiterated that. He even
21 mentioned additional housing going in at Oak Island.

22 Mr. Weldon did the same thing. He talked
23 about family neighborhoods. Sterling Foster did the same
24 thing and mentioned that -- he reiterated that Sliman had
25 come to you to talk about a potential deed restriction to

1 work this out so that it didn't end up in something that
2 cost either side hard. They wanted to come to terms. And
3 perhaps he didn't like the terms, but Mr. Sliman made it
4 very clear that the answer was just no, not renegotiate, not
5 here are some terms we can live with or here are some we
6 couldn't.

7 And I understand Mr. Wheeler and Mr Scruggs,
8 when you showed the development along immediate 605, but
9 this is a property that's bound on three sides by
10 residential unlike some other sides. It has residential on
11 all three sides unless I'm looking at the wrong parcel.
12 It's two sides, and then it's close on the other side. I'm
13 sorry. Somebody's back yard.

14 You know, Mr. R.Lee is talking about the comp
15 plan. The comp plan we've not updated. But I agree that
16 the comp plan says that the corridor would become more
17 business.

18 Mr. Sharp made clear his position.

19 And Ms. Pucheu, I think Ms. Pucheu's argument
20 has merit in that we've got a developer and we've got a
21 neighborhood, and I'm wondering whether or not if we remand
22 it, it would give them an opportunity to work anything out.
23 But that's not before me right now.

24 Before me is a vote and a motion to vote yes
25 or no. And at this time, I'm voting no.

1 So if Mr. Casey's motion is still on the
2 floor, the motion on the floor is to approve the applicant
3 disregarding the recommendation of the planning commission.
4 So your positive vote, a vote yes, grants the applicant's
5 change in zoning. And a vote no denies for a change. If
6 you vote no today and the no's prevail, she will not be able
7 to bring that back. If, on the other hand -- for a year.

8 If, on the other hand, if Mr. Wheeler would like
9 to take a moment and discuss that if he's read the room and
10 would like to take a moment, I'd be happy to take a brief
11 recess so that he can go discuss strategy with his client
12 before he comes back.

13 MS. HINES: Mr. President.

14 MR. WALKER: Hang on one second. Ms. Hines,
15 go ahead.

16 MS. HINES: Is a R-O considered spot zoning?
17 And that's for Mr. Greg Holmes.

18 MR. WALKER: That would actually go to Mr.
19 Bruni probably.

20 And R-O is not before us at this time. But
21 Mr. Bruni, can you step up to the microphone and address Ms.
22 Hines? Because we've done this before when we've asked for
23 a zoning, we've gone less zoning. She's asking -- Ms.
24 Pucheu suggested that potentially if this is withdrawn and
25 this motion is pulled before we do it that perhaps she would

1 make another motion asking to grant an R-O. Whether or not
2 the applicant is even interested in it or not, I don't know.
3 But Ms. Hines wants to know if that would be allowed.

4 MR. BRUNI: I appreciate that. And,
5 Councilwoman Holmes-Hines --

6 MR. WALKER: Pardon me one second. No side
7 bar and no discussion in the audience, please. Please be
8 quiet. We have a court reporter. Thank you.

9 Mr. Bruni.

10 MR. BRUNI: I'm just going to relay to the
11 councilwoman that Mr. Holmes just came and whispered in my
12 ear to tell me what the adjoining zoning was out there right
13 now. And he said it's B-1. Which then means if this was
14 zoned R-O that it would not be spot zoning because my
15 understanding is that the area that's adjoining to it with
16 the combination of this particular area would be in excess
17 of five acres. Correct?

18 MR. HOLMES: You would need the four acres
19 just because it's adjacent to the B-1.

20 MR. BRUNI: I think the question is, the
21 hypothetical from the councilwoman is, this particular area,
22 the subject one that we're here on, is if it was rezoned R-O
23 which again it's theoretical, that's not before the council
24 right now, would that be spot zoning.

25 My question to you, Mr. Holmes, though, is

1 the lots that are adjoining it, the zoning that's adjoining
2 is -- what? -- B-1?

3 MR. HOLMES: To the south piece, yes.

4 MR. BRUNI: Okay. And what's to the -- I
5 know west is residential. And what abuts the north?

6 MR. HOLMES: Residential.

7 MR. BRUNI: Okay. How big is the parcel then
8 that's on the south?

9 MR. HOLMES: Mr. Scruggs, do you know?

10 MR. BRUNI: Councilwoman Holmes-Hines, I
11 might not have all the information I need to be able to give
12 you an accurate response to that right now. I have to do a
13 little digging on it.

14 MS. HINES: I understand.

15 MR. WALKER: Okay. Thank you.

16 Mr. Wheeler, did you need to address?

17 MR. WHEELER: First I'd like to say that the
18 applicant's site plan is in the record. I've got copies of
19 what was presented at the planning commission I could give
20 to the council and let them take a look at the site plan.

21 And the planning commission record does have
22 what Ms. Myers said she anticipated putting on the property.
23 Residential Office restricts her -- would restrict her to
24 office use. She just sold an office building that she had
25 for years and does not wish to get into another office

1 building situation.

2 That's why she came back with the R-B which
3 would allow her to do some retail development which is
4 consistent with the Residential Business which is homogenous
5 with the neighborhood because you want residential business
6 to be businesses that the residents will visit.

7 I think that the council has to take into
8 consideration the fact that this property is on Highway 605.
9 It is not going to be a residential development.

10 MR. WALKER: So you're not wanting to have
11 this remanded back for any general purposes.

12 MR. WHEELER: No, sir. We've been through
13 the planning commission twice.

14 MR. WALKER: And again, we always let the
15 applicant finish. So if you would like to say a word or
16 two, we'd be happy to give you time.

17 MS. MYERS: Good afternoon.

18 MR. WALKER: If you'd do me a favor, state
19 your name for the record. Pull the microphone up, too, Ms.
20 Sharon.

21 MS. MYERS: My name is Sharon Myers. My
22 address is 142 Edgewater Drive, Biloxi 39531. I'm a
23 lifelong resident of the coast.

24 I have bought the property at least ten years
25 ago. And my intentions was to have a similar office space

1 like I had until December by the Edgewater Mall.

2 But what has happened, it came on it's
3 difficult or impossible to rent the space by the mall
4 because people no longer want office space. So many people
5 are working from home. They can work remotely.

6 So I would like to see that little parcel of
7 land be a small shopping plaza. It would include a -- the
8 idea is that it would feed the needs of the community with
9 little small shops, such as ice cream shops, jewelry shops.
10 I'm really trying to work with the neighborhood. I asked to
11 have a meeting with the HOA. But they didn't respond back
12 to me. I realize it's COVID and we need to be extra
13 cautious.

14 I also want to point out that -- I forgot my
15 notes here -- but I am a nice high-end developer. I haven't
16 built anything. But I do nice work. And I think you're
17 going to have to reconsider my plan.

18 I do want to work with the neighbors, and I
19 thank you.

20 MR. WALKER: Again, Mr. Wheeler, the
21 applicant just stated she'd like to work with the
22 neighborhood. Her only opportunity to work with the
23 neighborhood prior to a vote today would be if you pull
24 today or if we vote to remand it today.

25 MR. WHEELER: Yes, I understand.

1 MR. WALKER: And you're asking for neither.

2 MR. WHEELER: Well, the applicant is not
3 interested in putting deed restrictions on her property. I
4 think that's stretching it a bit for the neighbors in a
5 residential development behind her to ask her to restrict
6 the use of her property more so than the city requires her
7 to restrict the use of her property.

8 So that's why she's not interested in going
9 to the R-0 or anything of that nature. She will develop in
10 accordance with the city. And as Mr. Bruni said, all of the
11 considerations the neighbors were objecting to are addressed
12 later, not in the zoning, rezoning request.

13 The city can put whatever restrictions they
14 want when the building --

15 MR. WALKER: Thank you, Mr. wheeler.

16 Okay. There's no one else.

17 Mr. Casey, your follow-up.

18 MR. CASEY: I want to withdraw my motion to
19 go against.

20 MR. WALKER: He can vote no against it, he
21 can't speak against it. Would you like to hold it? You can
22 vote against it, you can't speak against it.

23 MR. CASEY: Mr. President, I think that there
24 should have been more communication with the community and
25 the residents and the developer before we got to this point.

1 (Person speaking out from audience.)

2 MR. WALKER: I'm sorry. You can't speak from
3 the floor. Thank you.

4 MR. FLOWERS: Point of order.

5 MR. WALKER: Point of order.

6 MR. FLOWERS: We have never held that to be
7 anything other than, by this council, than the rule, if you
8 support it in making the motion and you do not, then you
9 cannot, that has been this rule whether it be de facto or
10 not by the council.

11 MR. WALKER: No.

12 MR. FLOWERS: I've been called out before.

13 MR. WALKER: I understand the rule is that
14 we've had and followed is that you can make the motion and
15 you can be compelled and change your mind during the vote,
16 but you cannot speak against your own motion. That's been
17 our position.

18 If somebody else would like to take his
19 motion, the gentleman has offered to withdraw his motion
20 because apparently he no longer wants to support his motion
21 and doesn't even want to have it on the floor.

22 That presents a couple of problems for us.
23 And I would prefer that we leave the motion and just simply
24 vote the motion.

25 Mr. Bruni, do you have any...

1 MR. BRUNI: Well, I mean, today, it can be
2 easily remedied if he wants to withdraw his motion.

3 MR. WALKER: That's what he offered.

4 MR. BRUNI: The Chair is saying that he can
5 still vote against it. I mean, it can easily be remedied.

6 (Several people speaking at one time.)

7 MR. WALKER: I'm the second.

8 So is your motion okay? Want to leave it?

9 MR. CASEY: I'm going to leave it.

10 MR. WALKER: Thank you. The question occurs
11 on the vote. The question is if you vote yes, then you
12 approve the change in zoning. If you vote no, you deny the
13 change in zoning.

14 All those in favor say yes. Raise your hand,
15 please.

16 (Flowers, Pucheu)

17 MR. WALKER: And all those opposed raise your
18 hand.

19 (Casey, Sharp, Roland, Walker)

20 MR. WALKER: Thank you.

21 Ms. Holmes-Hines?

22 MS. HINES: Ms. Holmes-Hines is a nay,
23 please.

24 MR. WALKER: Thank you.

25 Madam Clerk, that's a five-two in the

1 negative.

2 Thank you, Mr. Wheeler. You know where to go
3 from here.

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BEFORE THE CITY COUNCIL OF GULFPORT, MISSISSIPPI

2011PC150 - Ordinance to rezone - Objection

COURT-REPORTER'S CERTIFICATE

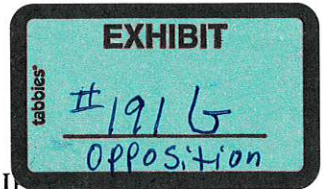
I, Norma Jean Ladner Soroe, Certified Shorthand Reporter, do hereby certify that to the best of my skill and ability I have reported the hearing held before the City Council of Gulfport, Mississippi, and that the foregoing 60 pages constitute a true and correct transcription of said hearing held on the 19th day of January 2021.

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

Witness my signature this the 28th day of January 2021.



NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter



IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT

SHARON L. MYERS

APPELLANT

VERSUS

CAUSE NO. A2401-2021-00026

THE MAYOR AND CITY COUNCIL OF THE
CITY OF GULFPORT, MISSISSIPPI

APPELLEES

DERRY BRUNT, ET AL.

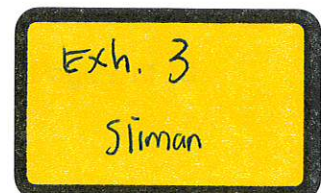
INTERVENORS

JUDGMENT ON APPEAL

THIS CAUSE is before the Court on an appeal from a decision of the City Council of the City of Gulfport (hereinafter Council). The Court has reviewed the entire record and the briefs and authorities provided by the parties. This matter was heard on oral argument on November 19, 2021 and a ruling made on the record at that time.¹ The Appellant Sharon L. Myers (hereinafter Myers) is aggrieved of the decision of the Council denying a zoning change for property that she owns (hereinafter subject property) in the City of Gulfport, Mississippi. The Intervenor are owners of property near or adjacent to the subject property.

The subject property is located at the intersection of Cowan Lorraine Road, also known as Highway 605, and Hillcrest Drive. It is at the southwest corner of that intersection. It is zoned R-1-7.5 (single family residential) and was so zoned when Myers purchased the property. Myers sought a zoning change to R-B (residential business). She filed her application on October 5, 2020. At the hearing before the Gulfport Planning Commission (hereinafter Commission) on November 19, 2020, Myers made her presentation and the Intervenor objected to the requested change, some in person and others by e-mail or letter. The Commission voted 4-3 to deny the zoning change. The matter then went before the Council on January 19, 2021, for

¹ The parties provided a proposed judgment for consideration by e-mail on February 2, 2022. It was delayed due to illness (Covid) of at least one (1) of the attorneys.



decision. Myers made her presentation and the Intervenorers again objected. The Council voted 5-2 to deny the requested zoning change. This appeal followed.

Myers' family company originally purchased part of the subject property in 2010. That part was later transferred to Myers in 2016. Myers purchased the other part of the subject property in 2015. At that time the zoning for the subject property was R-1-7.5. The subject property is bordered on the west by residential property zoned R-1-7.5 in a subdivision known as Carriagewood Estates. It is bordered to the south by residential property zoned R-1-7.5 in a subdivision known as Stanton Place. There is a small portion of the south property line bordered by property zoned B-1 (business) and on which is located a billboard. The subject property is bordered on the north by Hillcrest Drive. Across Hillcrest Drive from the subject property is zoned residential R-1-7.5 with a small portion of the northeast corner being owned by the Mississippi Department of Transportation. The east border is Highway 605. Across this four (4) lane highway to the east of the highway is property zoned B-1. That property is located between the eastern edge of Highway 605 and the old Cowan Lorraine Road which existed before Highway 605 was developed. There are two (2) businesses there, one (1) existing for many years and the other of more recent vintage. Neither business borders residential property.

The Commission heard at length from Donovan Scruggs (hereinafter Scruggs), an expert retained by Myers. His presentation included a PowerPoint presentation and a forty (40) page report. Myers also had retained an architect, Leah Waters (hereinafter Waters), who spoke. Myers' attorney also spoke. Various intervenors then voiced their objections and letter and e-mails from others were submitted and reviewed. This record then went to the Council. Scruggs

again made a presentation and the Intervenor again voiced their objections. Myers and her attorney were each allowed to speak in rebuttal.

Myers' position is that the Highway 605 corridor has seen steady commercialization. She presented information about a number of zoning changes that occurred from 2002 through 2018. She posited that no one was going to develop residences actually on Highway 605 in this corridor and that there were few places left for commercial development in this area. She argues that this supports public need for this rezoning. She also presented information that the City's future plan had indicated that the area in which the subject property is located was expected to develop as a business or commercial area. She asserted that there was substantial commercial development one-quarter mile south of the subject property, some with residential property behind it. She also states that only one (1) of the Intervenor owns property which is adjacent to the subject property while the others are in subdivisions or areas nearby.

Intervenor and the Council provided information that all of the recent commercial development and rezonings submitted by Myers had occurred on the east side of Highway 605 with one (1) exception. They noted that the one (1) exception was in 2018 and was substantially to the south of the subject property. They assert that Myers knew when the subject property was bought that it was zoned residential and surrounded by residential property on three (3) sides. They argue that there has been no change in the character of the neighborhood and that there is no public need for the change in zoning. They state that within the commercial areas on the corridor there are many empty buildings with no tenants or occupants and that there is thus no public need for further commercial or business development in this area.

The Mississippi Supreme Court in *City of Madison v. Shanks*, 793 So.2d 576 (Miss.

2000) stated:

It is well-settled law that before a zoning board may reclassify property from one zone to another there must be proof that either (1) 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 there was a public need for rezoning. *Fondren North Renaissance v. Mayor*, 749 So.2d 974 (¶6) (Miss. 1999). The burden of proof to support the rezoning is upon the applicant, and both propositions must be proven by clear and convincing evidence. *City of Biloxi v. Hilbert*, 597 So.2d 1276, 1280 (Miss. 1992).

Id. at 578, ¶7. The parties agree that there is no claim here that there was a mistake made in the original zoning. Myers was thus required to show a change in the character of the neighborhood and a public need for the rezoning by clear and convincing evidence.

Myers had the burden of proof regarding the zoning change. She also bears the burden on this appeal. In *Mathis v. City of Greenville*, 724 So.2d 1109 (Miss. Ct. App. 1998), the Court held:

The party challenging the governing body bears the burden of proof showing that the decision rendered is “arbitrary, capricious, discriminatory, or beyond the legal authority of the city board, or unsupported by substantial evidence.” *McWaters v. City of Biloxi*, 591 So.2d 824, 827 (Miss. 1991) (quoting *Ridgewood Land Co. v. Moore*, 222 So.2d 378, 379 (Miss. 1969)); See also *Faircloth v. Lyles*, 592 So.2d 941, 943 (Miss. 1991); *Barnes v. Board of Sup’rs, DeSoto County*, 53 So.2d 508, 510 (Miss. 1989). In addition, our standard of review prevents the substitution of our judgment in place of the council’s wisdom and soundness used in reaching their decision. *Faircloth*, 592 So.2d at 943; *Currie v. Ryan*, 243 So.2d 48, 52 (Miss. 1970).

Id. at 1112, ¶7. See also, e.g., *Sunland Publishing Company, Inc. v. City of Jackson*, 710 So.2d 879, 882 ¶9 (Miss. 1998). “Decisions by the governing authorities of a municipality are subject to limited review...[and] will be overturned only if the decision (1) was beyond its scope or power; (2) violated the constitutional or statutory rights of the aggrieved party; (3) was not supported by substantial evidence; or (4) was arbitrary or capricious.” *Carroll v. City of Canton*,

Mississippi, 296 So. 3d 751, 757 ¶16 (Miss. Ct. App. 2020) quoting *Jones v. City of Canton*, 278

So. 3d 1129, 1131 ¶7 (Miss. 2019). The Mississippi Supreme Court in *Childs v. Hancock*

County Board of Supervisors, 1 So.3d 855 (Miss. 2009) directed:

The classification of property for zoning purposes is a legislative rather than a judicial matter. The order of the governing body may not be set aside unless it is clearly shown to be arbitrary, capricious, discriminatory, or is illegal, or without a substantial evidentiary basis. The action of the Board of Supervisors in enacting or amending an ordinance, or its action of rezoning, carries a presumption of validity, casting the burden of proof upon the individual or other entity asserting its invalidity. On appeal we cannot substitute our judgment as to the wisdom or soundness of the Board's action. We have stated that where the point in controversy is "fairly debatable," we have no authority to disturb the action of the zoning authority. *Faircloth v. Lyles*, 592 So.2d 941, 943 (Miss. 1991) (internal citations omitted). "'Fairly debatable' is the antithesis of arbitrary and capricious." *Town of Florence v. Sea Lands, Ltd.*, 759 So.2d 1221, 1223 (Miss. 2000) (citation omitted).

Id. at 859, ¶12. Further, the Supreme Court has held:

It is not the function of the circuit court on appeal from an administrative agency to determine whether the action of the agency is right or wrong, correct or incorrect, wise or unwise, advisable or best fitted to the situation involved. If there is substantial evidence to sustain the legal action of the legislative agency, the court will not substitute its judgment for that of the agency.

Falco Lime, Inc. v. Mayor and Aldermen of the City of Vicksburg, 836 So.2d 711, 722, ¶48 (Miss. 2003), quoting *County Bd. Of Educ. Of Alcorn County v. Parents & Custodians of Students at Rienzi Sch. Attendance Ctr.*, 251 Miss. 195, 208, 168 So.2d 814, 819 (1964).

The positions of the parties were fully developed before the Commission and presented to the Council. There was discussion by both the Commissioners and the Councilmembers. There was disagreement at both levels concerning the requested zoning change. The Commissioners actually had a tie vote which had to be broken, with the ultimate decision being four (4) Commissioners voting to deny the zoning change and three (3) voting to grant it. The same type thing occurred before the Council, its members disagreeing, and voting five (5) members to deny

the change and two (2) members to grant it. Such split votes are almost always “fairly debatable.” They generally indicate that there is evidence about which reasonable people can disagree which can support either a decision to grant a zoning change or a decision to deny a zoning change.

As stated above, Mississippi law requires that an applicant seeking rezoning of property “prove by clear and convincing evidence either ‘(1) ... there was a mistake in the original zoning’ or ‘(2) the character of the neighborhood has changed to such an extent as to justify rezoning and that public need exists for rezoning.’” *Wrigley v. Harris*, 161 So. 3d 1114, 1116 ¶8 (Miss. Ct. App. 2015) quoting *Bridge v. Mayor & Bd. of Aldermen of Oxford*, 995 So.2d 81, 83 ¶ 6 (Miss.2008). This appeal focuses on the change in character and public need requirement. The Council never discussed exactly what area it considered to be the “neighborhood” involved. It did discuss the neighborhoods surrounding the subject property as well as the properties and development to the south of the subject property. Myers unfortunately took competing views in asserting that most of the objectors were not involved as their property was not adjacent to the subject property but on the other hand sought to have the Commission and the Council consider properties, zoning changes and developments both across the highway and those significantly to the south of the subject property, neither being adjacent to the subject property. The Council clearly considered both positions, but ultimately denied the zoning change.

Of significance in this matter, though, is the plain fact that the evidence presented could have led to a decision either way. This is illustrated by comments of two (2) of the Commissioners during the discussion prior to the vote. Commissioner Hewes felt that there had been a change in the neighborhood, but felt that there was no public need. He voted to deny the

zoning change. Commissioner Sellers believed that the developments at Highway 605 and East Taylor Road had worked out and stated that he saw no difference in the request for the subject property. He voted to grant the zoning change. Similar discussions occurred before the Council.

There is substantial evidence to support the decision of the Council in this record. The subject property was zoned residential when Myers obtained it. It is abutted on two (2) sides (the west and south) by residential property with the exception of a small piece of land sufficient for a billboard. On a third side (the north), it has a two (2) lane street which comes out of a residential area and which has residential property on its north side with the exception of a small piece of land owned by MDOT. The fourth side (the east) abuts a four (4) lane highway. The most recent zoning change and development presented was in 2018, was about a quarter mile south of the subject property, and was not adjacent to either the subject property or the surrounding residential property. Other zoning changes presented in the last eighteen (18) years were all on the east side of Highway 605. Further, the only proof of public need by Myers was that there was little other property on Highway 605 in this area which could be used for commercial development. Intervenors provided evidence that there are number of empty business locations in the area, indicating no need for further commercial locations.

To be sure, there is also evidence from which the Council could have reached a different decision. In *Burdine v. City of Greenville*, 755 So.2d 1154 (Miss. Ct. App. 1999), the property owner originally planned to develop the property as residences. He later sought to rezone the property to light commercial. He presented a list of properties which had been rezoned for commercial use, including a property adjacent to his property. Other evidence was presented that the property should remain residential. The zoning change was denied and the owner

appealed. The Court of Appeals specifically found that there was substantial evidence to support both a granting of the requested change and a denial of the requested change. The Court thus found that the decision was fairly debatable and had to be affirmed. *Id.* at 1157, ¶6.

The Mississippi Supreme Court set out this same standard long ago. It held that when a zoning authority had sufficient evidence that it could have been justified in granting a zoning change or denying a zoning change, then “it is hard to see how the ultimate decision could be anything but ‘fairly debatable,’ not ‘arbitrary and capricious,’ and therefore beyond our authority to overturn.” *Saunders v. City of Jackson*, 511 So.2d 902, 907 (Miss. 1987). As stated above, the standard of review on this appeal is well settled.

Judicial review is limited to determining whether there was a substantial evidentiary basis for the Board’s decision. It is not the role of the judiciary to reweigh the evidence, but rather to verify if substantial evidence exists. “Neither the circuit court nor the Supreme Court has the power to tamper with municipal zoning unless the zoning decision is shown to be arbitrary, capricious, discriminatory, illegal, or without substantial evidentiary basis.” *Heroman v. McDonald*, 885 So.2d 67, 70 (Miss. 2004) (citations omitted).

Childs, supra, 1 So.3d at 861, ¶19. Clearly, this Court is not to substitute its opinion for the judgment of the Council if that judgment is supported in the record. This Court is not to reweigh the evidence and determine which is more credible. Nor is it the function of this Court to determine the advisability or wisdom of either the requested change or the denial of that request by the Council.

Myers also claims on this appeal that she was denied her due process rights as the Commission limited Scruggs to three (3) minutes. The record does not support this argument. Myers, her attorney and her experts were clearly permitted to fully present Myers’ position and information before both the Commission and the Council. Scruggs began his presentation before

the Commission and after several minutes was asked to "wind up your comments" as there was a three (3) minute limit for speakers before the Commission. First, the Commission made it clear that all speakers were supposed to be limited to three (3) minutes, not just Scruggs. There is nothing wrong with the Commission placing such a limit on speakers. In this case, however, while the Commission did ask Scruggs to conclude, he went on for even longer after that than he had before the request. The record is clear that he completed his PowerPoint presentation without interruption. He then advised that he would answer questions. It is apparent that the Commission had reviewed the information submitted as there were a number of questions asked which Scruggs answered at length. His presentation makes up the bulk of the transcript of the hearing. Further, Myers' attorney and Waters were also allowed to speak without being cut off due to time constraints. The Council had the benefit of the record made before the Commission. The record is clear that the Councilmembers had copies of the PowerPoint and the report of Scruggs. Scruggs was still allowed to speak. Myers and her attorney were allowed to speak after the Intervenor had voiced their positions.

Neither Myers, Scruggs, Waters, nor the attorney ever complained of the time limit, asked for more time, or asserted that their presentation was not complete before either the Commission or the Council. Nor has Myers pointed to anything which she was prohibited from presenting due to any time limits or, in fact, for any reason. There is no showing of any violation of Myers' due process rights. She was afforded the ability to make a full presentation before the Commission, to have that record provided to the Council, and to make a further presentation before the Council.

The order of the city governing board [concerning zoning] is a legislative function and is presumed to be valid. *Ridgewood Land Co. v. Moore*, 222 So.2d 378 (Miss. 1969).

Sharon Myers v. The Mayor and City Council of the City of Gulfport, Mississippi
Cause No. A2401-2021-00026

Whatever may be the personal opinion of the judges of an appeal court on zoning, the court cannot substitute its own judgment as to the wisdom or soundness of the municipality's action. *Moore v. Madison County Bd. Of Supervisors*, 227 So.2d 862 (Miss. 1969). The scope of a reviewing court is limited. The order of the governing body of a municipality may not be set aside if its validity is fairly debatable, and such order may not be set aside by a reviewing court unless it is clearly shown to be arbitrary, capricious, discriminatory or is illegal or without substantial evidential basis. *Sanderson v. City of Hattiesburg*, 249 Miss. 656, 163 So.2d 739 (1964).

Currie v. Ryan, 243 So.2d 48, 51-52 (Miss. 1970). The decision of the Council in this case is fairly debatable. It is not arbitrary, capricious, discriminatory, or illegal. It is supported by substantial evidence. It thus must be affirmed. It is, therefore,

ORDERED that the decision of the City Council of the City of Gulfport, Mississippi made on January 19, 2021, to deny the application for zoning change by Sharon L. Myers is affirmed.

ORDERED this the 19th day of November, 2021.

ENTERED this the 21st day of March, 2022.

FILED
MAR 21 2022
CONNIE LADNER
CIRCUIT CLERK

By L. J. Louder D.C.



CIRCUIT COURT JUDGE

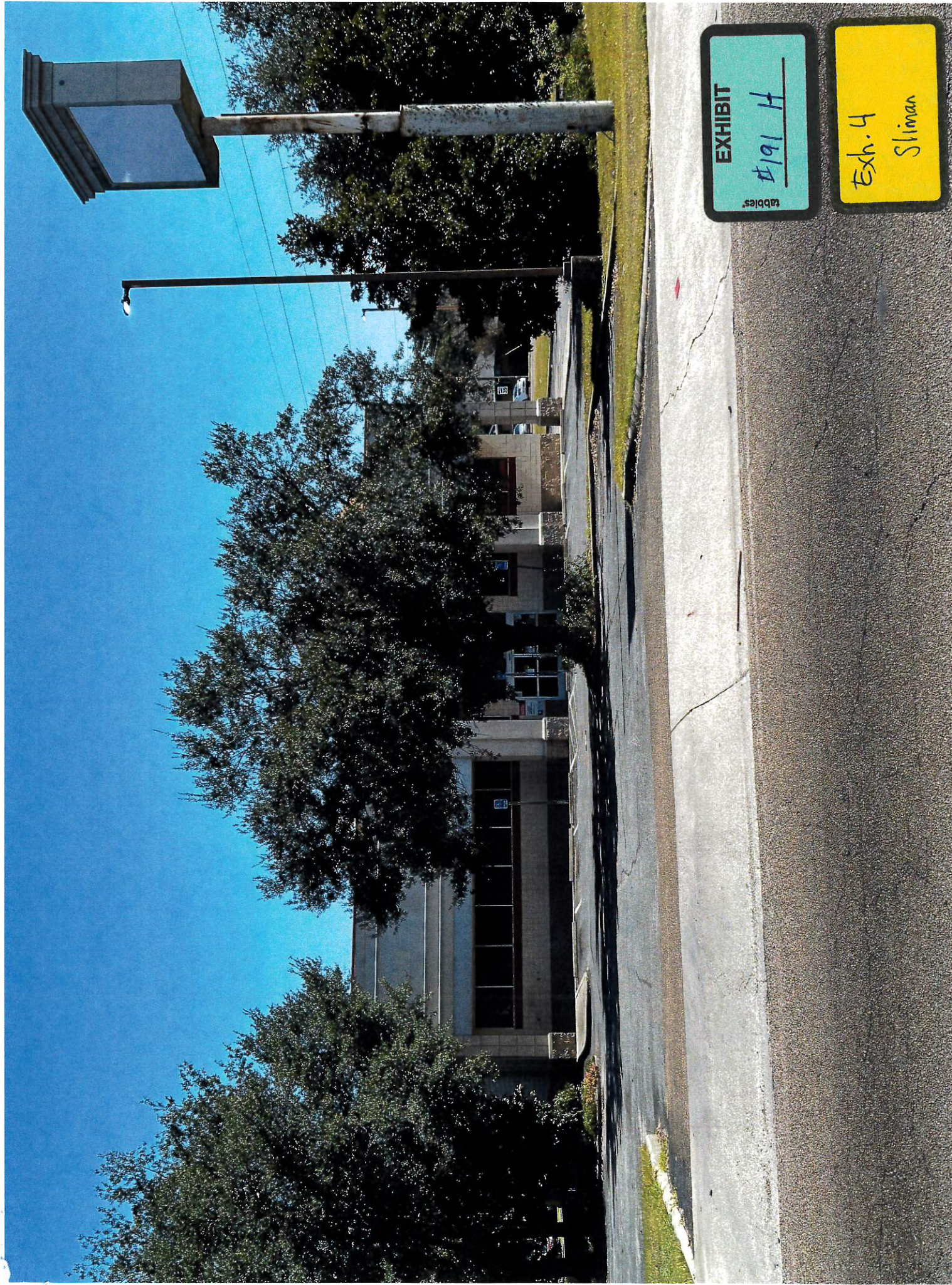


EXHIBIT
#191 H

Exh. 4
Sliman



Owen & Co.
REAL ESTATE

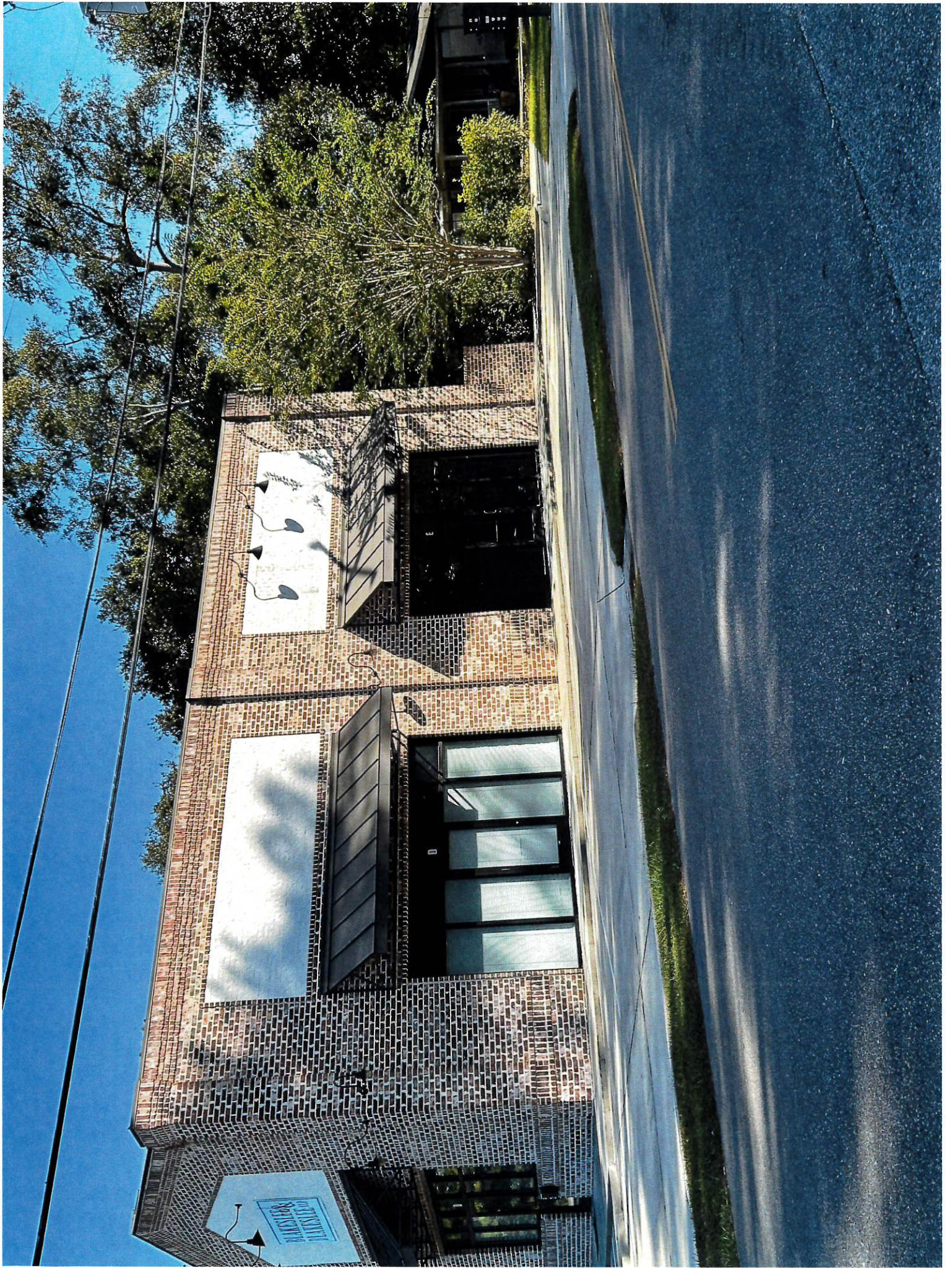
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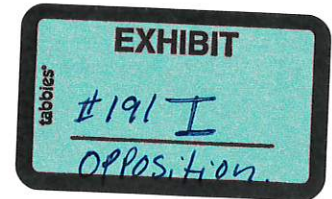






October 19, 2022

City of Gulfport – Zoning and Planning
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, Mississippi 3950



Attn: Mr. Greg Holmes - Planning Administrator

Re: Opposition to Zoning Map Amendment Request 2210PC191

Mr. Holmes:

I am writing to express my opposition to the proposed Zoning Amendment 2210PC191 that is set to go before the Planning Commission later this month (10/27/2022). The proposed amendment of Tax Parcels 1009M-03- 006.000 & 1009M-03-004.000 requests to rezone property from R-1-7.5 (Single-family) to B-1 (Neighborhood business). It is my professional and personal opinion that these two parcels are at the entrance of a very unique residential area within the City and should remain zoned as residential R-1-7.5.

As you know, my wife and I have made a considerable investment in building our family home at the end of Oak Point Drive, which Hillcrest Road leads to off Cowan-Lorraine Road. We selected this area to build for several reasons. One of them being that the entire surrounding area from Cowan back to our property is zoned residential, R-1-7.5, to be specific.

This is what makes this area unique. It is a buffered residential area nestled on the west side of the "Island" with direct access to Cowan-Lorraine. It is this buffer from business development that creates this quiet area within the City. As the City zoning states, this area is zoned such as "...to protect the residential character of the districts by prohibiting all commercial activities; to encourage a suitable neighborhood environment for family life...". This is exactly why we chose the location we did, and we wish to protect our investment.

Yes, there is already business development along the Cowan-Lorraine corridor. However, the existing developments provide access to the business and residential areas via secondary roads and/or frontage roads that can serve as collectors for the additional traffic load. Hillcrest Road on the west side of Cowan is a direct entrance to several residences and neighborhoods. It is not sized to be a collector. Adding business traffic to Hillcrest will require access to parking located extremely close to the Hillcrest-Cowan intersection. This would have huge negative effects on the ingress/egress and safety of the residents who live in this area. Additional traffic at this intersection could lead to the

situation the City faced at the West Taylor Road intersection several years ago which lead to a traffic signal being installed. Given this intersection is directly south of the Wilkes Bridge, and the proximity to traffic signals at Reichold Road and Carl Leggett Road, I question if MDOT would place a stop light that close to the drawbridge.

Additionally, the additional run-off cause by developing this property commercially will exacerbate the drainage system of the area leading to Bernard Bayou. This system already underperforms, with several residents' yards having significant ponding down stream of where this development would drain. Adding stormwater load to an already taxed system would have a significant negative impact on the residents in the area. Who would be responsible for additional flooding caused by this development?

Finally, this property has come up for zoning change requests several times previously. It has faced strong opposition and has failed to gain approval each time (the lasted being 2011PC150). I trust this time will be no different. The continued strong opposition of the residents in this area should send a clear message to the planning commission that the current zoning of R1-7.5 for these two properties are concurrent with the fabric of this niche in the City and should remain as such.

I greatly appreciate your time and bringing my concerns forth to the Planning Commission.

Sincerely,

A handwritten signature in dark ink, appearing to read 'J Stolarski', with a large, stylized initial 'J' and a long, sweeping underline.

John Stolarski, AIA

Cc: Mayor Billy Hewes
Mrs. Rebecca Kadjen
Mr. Greg Pietrangelo
Councilman Rusty Walker
Councilman Miles Sharp
Mrs. Meggan Gray Stolarski



Hillcrest Hoods -...



Admin

22h ·

Gulfport Planning Commission Meeting, Thursday, 10/27 at 4:30pm. Council chambers at the Gulfport City Hall.

If you want to speak for or against the proposed rezoning of Hillcrest/605 from R1.75 to B-1, now is your opportunity. Please also remember, in order to speak at the city council meeting on this same issue if an appeal is warranted, you would have had to speak at this meeting.

Personally, I will be speaking in support of R0 or RB zoning. The talk of a Chicken Salad Chick, a coffee shop cafe, or any drive up/in restaurant from Ms. Meyers at the neighborhood I believe is too much based on the fact that the property is bordered by residential property...a very different situation than across the street. And with the common business practice of curbside pickup these days, any restaurant essentially functions as drive-thru style. I believe any B designation (such as B-1) must be accompanied by deed restrictions and a restriction that a traffic signal must be built at the intersection. These are just my personal feelings after studying this rezoning proposal and listening to Ms. Meyers and I certainly do not speak for the neighborhood. Let your perspective be known Thursday afternoon at the planning commission meeting.



2

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Notifications



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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-B (RESIDENCE-BUSINESS) DISTRICT

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission and City departments, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that ad valorem tax parcel numbers 1009M-03-006.000 and 1009M-03-004.000, which is generally described as being located North of Stanton Circle, South of and adjacent to Hillcrest Road, East of Oak Pointe Drive, and West of and adjacent to Lorraine Road, should be rezoned from its present classification of R-1-7.5 (Single-family) District to R-B (Residence-business) District. The Case File Number is 2210PC191; 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-B (Residence-business) District.**

Ad valorem tax parcel number 1009M-03-006.000 is legally described as:

Beginning at a point 495 feet West of the Northeast corner of the Northwest Quarter of the Southwest Quarter (NW 1/4 of SW 1/4) of Section 19, Township 7 South, Range 10 West, thence South 540 feet parallel with the quarter section line to a stake, thence West 150 feet parallel with the half section line, thence North 540 feet to a point in the half section line, thence East 150 feet along the half section line to the point of beginning.

LESS AND EXCEPT:

Begin at a point that is 32.808 feet Southerly of and perpendicular to the centerline of the relocation of Hillcrest Road at Station 0 + 925 as shown on the plans for State Project No. 94-9371.00-004-10; from said point of beginning run thence North 00 degrees 38' East, a distance of 7.405 feet to the present South right-of-way line of Hillcrest Road; thence run East along the present South right-of-way line of Hillcrest Road, a distance of 92.641 feet to the East line of Defendant's property; thence run South along said East property line, a distance of 16414 feet; thence run North 84 degrees 27' West, a distance of 93.159 feet to the point of beginning, containing 0.025 acres, more or less, and being situated in and a part of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi.

Ad valorem tax parcel number 1009M-03-004.000 is legally described as:

A parcel of land being situated in the Northwest One-Quarter of the Southwest One-Quarter (NW ¼ of the SW ¼) of Section 19, Township 7 South, Range 10 West, First Judicial District of Harrison County, Mississippi, said parcel being more particularly described as follows, to-wit:

Commencing at the Northeast (NE) corner of the Northwest One-Quarter of the Southwest One-Quarter (NW ¼ of the SW ¼) of Section 19, Township 7 South, Range 10 West, Harrison County, Mississippi, run thence South 89 degrees 55 minutes 59 seconds West a distance of 494.81 feet to a point on the South margin of Hillcrest Road; thence run South 0 degrees 38 minutes 52 seconds West a distance of 17.07 feet to the POINT OF BEGINNING; thence run South 84 degrees, 27 minutes 00 seconds East a distance of 44.75 feet; thence run South 32 degrees 32 minutes East a distance of 52.55 feet to a point on a curve; thence run along a curve to the left, having a radius of 2,946.81 feet for a distance of 477.42 feet to a point which is South 06 degrees 36 minutes 57 seconds East and 476.89 feet from the previously described point; thence run South 89 degrees 55 minutes 59 seconds West a distance of 127.32 feet to a point; thence run North 0 degrees 02 minutes 49 seconds West a distance of 522.50 feet to the Point of Beginning.

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. 1009M-03-006.000 and 1009M-03-004.000 from its present zoning classification of R-1-7.5 (Single-family) district to R-B (Residence-business) 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

Richard W. Sliman
11460 Stanton Circle
Gulfport, MS 39503
Cell Phone: 228-575-3034



November 3, 2022

Mr. Greg Holmes
Planning Administrator
City of Gulfport
1410 24th Avenue
Gulfport, MS 39501

Re: Appeal of Gulfport City Planning Commission Hearing dated October 27, 2020
Zoning Map Amendment 2210PC191
Tax Parcels 1009M-03-006.000 & 1009-M-03-004.000, Request to rezone
property from R-1-7.5(single family) to B-1(Neighborhood Business), 11451 and
11463 Hillcrest Road, Ward 4

Dear Mr. Holmes:

At the recent October 27, 2022 Gulfport City Planning Commission meeting, the above-referenced rezoning matter was considered by the Planning Commission. Although, the applicant was initially requesting B-1(Neighborhood Business), the members of the Planning Commission offered the applicant a zoning change for the property in question to R-B (Residential Business) which the applicant accepted. The Planning Commission recommended and approved the applicant's zoning request thereby rezoning the properties from R-1-7.5 to R-B.

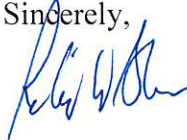
By copy of this letter, I am respectfully requesting an appeal of the Planning Commission's recommendation and decision to the Gulfport City Council as I, along with many of the neighboring residents are aggrieved by the Planning Commission's decision. Specifically, we feel that the Planning Commission did not adequately consider the evidence and arguments presented by residents opposing this rezoning request. Residents opposing the rezoning request feel that the Planning Commission was incorrect in its finding that the character of the neighborhood had changed considering that the subject property has always been surrounded by residential housing on the south, west, and north sides, and remains as such today. There are no such other commercial properties on the "island" that are surrounded by residential housing on three sides, making these parcels unique. Most, if not all, of the commercial developments on Highway 605 are on the east side of the roadway as opposed to the west side where the subject properties are located.

Furthermore, residents opposing the rezoning request presented evidence that there was no public need for such a rezoning because there are numerous vacant commercial locations currently available either on or directly adjacent to the Highway 605 corridor. Photographs of these vacant establishments, including one large commercial space available directly across the street from the subject property, were introduced in support of there not being a public need. The applicant must show by **clear and convincing evidence** that the neighborhood has changed and a public need for rezoning. We contend that this burden was not met.

Mr. Greg Holmes
Planning Administrator
City of Gulfport
November 3, 2022
Page 2

Please consider this my request for a formal appeal of the Planning Commission's decision to the Gulfport City Council at its next upcoming meeting, or whenever possible. Should you need additional information, you can contact me at 228-575-3034. I trust I will be provided notification as to exactly when this appeal will occur at the City Council so that I and others may be present for same.

Sincerely,

A handwritten signature in blue ink, appearing to read "Richard W. Sliman", is written over the word "Sincerely,".

Richard W. Sliman

CITY OF GULFPORT PLANNING COMMISSION

2210PC191

TRANSCRIPT OF HEARING

October 27, 2022

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 27TH DAY OF OCTOBER 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
HAROLD SPANN
GARLON PEMBERTON

STAFF PRESENT:

GREG HOLMES
MATILDA WELCH
LORAIN HUGHES
KEVIN BROWN
CORY LONG

ALSO PRESENT:

MARGARET MURDOCK, City Attorney

1 MR. BROWN: Zoning Map Amendment 2210PC191
2 has been duly and timely noticed as required by law. The
3 applicant requests to rezone property from R-1-7.5 single
4 family to B-1 neighborhood business 11451 and 11463
5 Hillcrest Road, Ward 4. A copy of the packet Exhibit A
6 considered hereby offered to the record.

7 MR. WILLIAMS: Thank you.
8 Someone here to speak for this request?
9 Mr. Gillespie?

10 MR. GILLESPIE: Good evening. I am Virgil
11 Gillespie, 1901 24th Avenue, Gulfport 39501.

12 And as we anticipate that this is going to be
13 contested and probably appealed, then we have quite a few
14 exhibits. And I'm going to try to move through this as fast
15 as possible, but there's a lot of factual information that
16 have to be presented on behalf of my client in order for us
17 to show the necessary elements of change and need for this
18 request to rezone the property.

19 Let me start by, of course, telling you all
20 where this property is. The property is located on Highway
21 605 Cowan-Lorraine Road. And if you were coming south out
22 of the industrial area and came over Wilkes Bridge, it would
23 be the first privately owned piece of property on your
24 right.

25 Now, the first thing I'd like to show you is

1 the drawing that's just been prepared by Mr. Heinrich. Let
2 me see if I can turn this way, everybody can see.

3 Is that all right?

4 MR. WILLIAMS: Good, yeah.

5 MR. GILLESPIE: This is very similar to what
6 we turned in to y'all, but we've made two changes. And
7 these changes were made as a result of a meeting we had with
8 the neighborhood about a week ago.

9 Everything is pretty much the same except
10 they wanted a buffer. That didn't have a buffer they had
11 requested. So we put a 30 foot buffer along this side which
12 is to the west where the neighborhood is, and then we put an
13 additional buffer of the same 30 feet on the south there. I
14 think Richard is going to get up and speak against this, and
15 he lives right here. And I think that was mainly his
16 request for that buffer. That's one change we made.

17 We had to move the buildings a little bit
18 south in order to accomplish that.

19 The other change we made which I think really
20 is a significant change is that we came along and provided
21 for turn lanes on Hillcrest Road. And I'm going to get into
22 that in a little bit, but I think this is going to be a
23 great deal of relief for them in getting out of Hillcrest.
24 There's a lot of traffic out there. We don't deny that.
25 We're going to get into that a little later.

1 But first, first thing I'd like to do is go
2 over a little bit of the history of what we are dealing with
3 because at one time you all probably already know this was a
4 strictly residential neighborhood with a very few changes.
5 And I want to go back and show you my exhibit, the first
6 exhibit I want you to see here.

7 This is a 1997 map of the Island. Now, I
8 hope everybody knows what we're talking about, about the
9 Island. It's a three square mile area that's pretty much
10 surrounded by water, Bayou Bernard to the south, Industrial
11 Seaway to the north. And the road at that time was
12 Cowan-Lorraine Road. It ran up right through that. And you
13 all can see from this darn near all residential.

14 The only commercial that was out there at
15 that time was Buchanan's. I think y'all all know what I'm
16 talking about about that. And I think the Women's Center
17 was already there. And there were some other little
18 commercial areas back in there that are now over to the east
19 of the current highway.

20 Okay. So that sort of gives you the starting
21 point of what we have to prove that there's been a change in
22 this area.

23 So I want to go through that relatively
24 gradually.

25 The next exhibit I have -- and, by the way,

1 for the staff, I'll reduce these down if we need to for any
2 appeal. The next I have is a 2003 map. And as you can see,
3 we now have the new highway. What are we? Like six years
4 later, we have the new highway. You can see where the old
5 Cowan-Lorraine Road that's now called Carl Leggett Road.

6 And as you can also see, you don't have very much
7 commercial activity along there in 2003. One area that I
8 didn't mention is that area out there by -- Ray Crowell, I
9 think, already had his office in that little strip center
10 that's right behind the St. Mark's Episcopal Church.

11 All right. Now, I want to move forward to
12 today. This is the 2022. I have two of these for different
13 purposes.

14 As you can see as we come across onto the
15 Island here across the bayou, you can see right down here
16 you can start seeing it, here is Marina Cantina, and here's
17 all of that area right along here. Then across the street
18 over here, here's Bridgewater. Of course, we have a big
19 vacant area right there, that's all cemetery.

20 Then we have St. Mark's, we have a commercial
21 area, then we come on up, we've got more commercial along
22 here.

23 And I've got that same map here, and I've got
24 every business that's out there on this map. And the
25 purpose of that is to show you the intensity of the

1 commercial growth along this corridor.

2 This, as y'all already know, we're going to
3 look at the traffic counts and whatnot. This has now become
4 the main north-south corridor in central Harrison County.
5 Not just Gulfport, but central Harrison County.

6 It doesn't have quite the traffic count that
7 Highway 49 has, but it has a very large traffic count. And,
8 you know, I appreciate the neighbors' concerns about being
9 close to that type of traffic. But that's what happens when
10 you have this type of major corridor.

11 Just want to point out, you start down here,
12 as I've said Marina Cantina. Then next strip there, and if
13 I'm not mistaken Jacques Pucheu developed all of that. I
14 have all of the names. Look at all the names of these
15 businesses and retail things that are in there. You can
16 look at this for yourself.

17 Then we have an area that can't be built on
18 because it's a dedicated cemetery.

19 Then we have St. Mark's.

20 Behind there, we have about eight businesses.
21 There's more than just Ray Crowell in there. Y'all know now
22 Negrotto's has built a big building out there. And all of
23 those people are listed on here.

24 Then the next thing is I'm showing every
25 piece along here that might be available for commercial.

1 That's Highway Department. There's a road right there.

2 There's that big monster building of Coldwell Banker.

3 Now we're getting up into the immediate
4 neighborhood around my property because it's the immediate
5 area that I'm concerned with here, but I'm showing you the
6 whole area.

7 Then once we go by the Coldwell Banker, we
8 come to the Women's Resource Center. Then we've got several
9 areas there now that are owned by the Highway Department.
10 That was the acquisition they made from Cotton Fore, I might
11 add, when they were building the highway.

12 Then we've got this Lamar sign. Then we got
13 my lady's property there.

14 This piece up here, if someone will say,
15 well, there's a piece of vacant property right there. That
16 is part of the right-of-way. You don't have any property
17 fronting here that can be used because it's Highway
18 Department.

19 We come up the other side. All of these
20 businesses in Bridgewater. And we got this Restore Optical.
21 They do optical things and sell optical things.

22 Then you've got the dermatology clinic. Then
23 you got a little area back behind that that you've got
24 Blakeslee Accounting and All State and some others.

25 Then you got another big monster doctor's

1 office here.

2 Here you have a vacant piece of property
3 that's zoned commercial. So I know that's going to come up.
4 They're going to say, oh, there's all kind of other
5 properties up there. Well, that's owned and I put by Hardy
6 Court Shopping Center which is the Salloums' property. So I
7 called JoJo. JoJo, what are y'all going to do with that
8 property? He said, we're holding that for future
9 development.

10 Well, you know, Salloums own a lot of
11 property. So they're just waiting there.

12 Then we go on up. We find those same storage
13 units that we talked about. They're here.

14 Then we've got that big castle that Terry
15 Jones built out there as her Hillcrest dental office.

16 And then we have this piece of property here,
17 and it's very significant insofar as our property is
18 concerned because that's been rezoned only out one year.
19 That's a very recent change. Yet even though it's only been
20 built, Pilger Title has already built a big monster building
21 right there. I'm going to show you all a picture of it.

22 And Lemon Mohler has already had Bobby draw
23 up the plans for their office next door. And there are two
24 other lots up there, and I understand they're under
25 consideration.

1 So there you see, there is that intensive
2 development along there.

3 All right. Now, since I've got to show what
4 the zoning is in that area, I've prepared this map here
5 which shows the current zoning in this immediate
6 neighborhood. And I've also got some smaller maps that show
7 you all the zoning down here and when it was rezoned.

8 Most of this area in here was rezoned, it's
9 been B-1 for sometime. The most recent change is this right
10 here. That was all rezoned just last year. This, of
11 course, cannot be used. This is the subject property here.
12 Everything on the highway that is available around it is
13 zoned B-1.

14 Okay. I have a lot of other documents that
15 are -- I want to introduce them, and I'm going to give you
16 each a copy where y'all can go along with me as I go through
17 these.

18 Let me just -- a lot of these are being
19 introduced that might be repetitious to this but are
20 necessary when I fulfill my duty to my client to show the
21 change and need.

22 The first two maps show the zoning situation
23 in the immediate neighborhood. And as I've gone over the
24 first map, most of that zoning has been there for a while.
25 And you'll see right at the top, I didn't have room on that

1 map, but that other area was just zoned last year right
2 across the street from my property.

3 The next map there shows everything to the
4 south there having been rezoned and the year that it was
5 rezoned to show the changes that have occurred. The areas
6 along there that are not shown to be rezoned are either the
7 cemetery or the church.

8 The next I have is the traffic count. This
9 is the most recent traffic count. And it shows there to be
10 33,000 cars a day to go by there. There's only two other
11 places in Gulfport that we have -- or three other places
12 --the heavier traffic and that's I-10, 49, and along Pass
13 Road.

14 All right. The next map, the yellow map that
15 I've shown is simply a map of the property ownership in that
16 area. And the purpose I put that in is because I know that
17 the neighbors have had a lot of objection to this because
18 they say the traffic is so bad.

19 The reason I have this is to show you the
20 number of properties that are accessed on Hillcrest Road
21 because Hillcrest is where you come out into 605. I counted
22 these, and you can count them yourself, there are 102
23 properties other than my client's property on Hillcrest
24 Road.

25 And I'll have to admit, those are some really

1 nice houses. Back there in the back, Dr. Lanier's house,
2 I've never seen a house quite that big myself. And they're
3 all very nice houses. These are nice neighborhoods.

4 So you have 102 lots back there, most of them
5 built on, almost all of them. So you got about 200 cars
6 that use Hillcrest Road on a daily basis.

7 We are only going to -- if you look at the
8 parking requirements on Bobby's thing, we only have 35
9 parking places on the whole piece of property. They have
10 two hundred and something cars. We're going to have about
11 35.

12 And the point I'm trying to make to you is
13 that we're not contributing very much traffic to this
14 intersection. And, secondly, my clients are just as
15 entitled to have use of Hillcrest as anybody else, and
16 they're not contributing that much traffic for a commercial
17 site.

18 But we think that the significant thing here
19 is that we are taking care of the traffic problem to a large
20 degree by having a right turn lane and a left turn lane as
21 you come into Hillcrest as I showed you on Bobby's drawing.

22 To me, that's very, very significant because
23 what it does if you're coming up Hillcrest Road today,
24 there's only two lanes. You want to turn left. It's tough,
25 let me tell you. There's a lot of traffic. So you're here,

1 and you're stopped, you're going to turn left. Well, here
2 come people behind you that are going to turn right. Well,
3 it stacks up because there's no right turn lane.

4 We are offering to either give any property
5 we have to do to accommodate that and to pay for any
6 necessity for putting that extra lane in there. That way
7 when the car that wants to go to the right comes up, there's
8 a car here, he goes here and turns and you don't have that
9 stack-up. The only stack-up you might have is for this.

10 Let me tell you another thing that I looked
11 into because I've done a lot of studying about the
12 complaints the neighbors have and this business of traffic.

13 And somebody had mentioned at one time that
14 they need a roundabout up under the bridge. In other words,
15 where if you come up to Hillcrest and it's really crowded,
16 you could go down Evans, go up under the bridge, come around
17 the other way, that way you could turn right into the
18 highway, get in much easier.

19 So the only person that I knew to call about
20 that was Bill Lavers at the Development Commission. And I
21 said, Bill, y'all have all of that stuff down there for
22 Moggi (ph.) down at the -- wherever he keeps all the fish
23 and everything down there. I said, have y'all ever
24 considered a roundabout up under the bridge. He said,
25 Virgil, we not only considered it, we've got the blessing of

1 Mr. Castleberry with the Highway Department. We've been in
2 constant touch with him. He said, nothing is stopping that
3 except funding.

4 And, of course, y'all know that could be an
5 expensive process. But it is something that has been
6 thought about and even have the highway involved in it. So
7 that might be of interest to these people because I
8 understand there are some things going on down there that
9 need that loop.

10 Okay. The next thing after that page, that
11 yellow page, this is I think a very significant piece of
12 evidence. I got this from the South Mississippi SMPD, South
13 Mississippi Planning & Development. And this is a showing
14 of the retail needs of the Island.

15 If you'll see up there, this only addresses
16 the Island, 3.16 square miles. And when I got it, I called
17 and I said, these figures are all for 2017, that's several
18 years ago. And they said, Mr. Gillespie, when you have to
19 accumulate all of these figures, they're only done about
20 once every five years because it takes that long to do it.
21 So he said this is the best that's going to be available
22 until they do the next study.

23 What does this show? It shows that the
24 demand for retail trade on the Island is \$95,907,000 a year.
25 Then it shows that the supply is \$22,235,578. That is an 82

1 percent deficit. In other words, they only have 20 percent
2 of the needed commercial space on the Island, and that's
3 just for the Island.

4 This place -- this Cowan-Lorraine, people
5 come and shop there from way other than the Island. You
6 need an 80 percent increase in commercial activity on the
7 Island. To me, that just hammers me down that I have the
8 burden to show.

9 The next matter is a letter from Terry Jones
10 at Hillcrest Dental. Now, why do I have that in there?
11 Because there have been some of the opponents that are going
12 to say, oh, there's all kind of rental space out there, so
13 there's no really need for rental space.

14 And one of the big things is Terry Jones has
15 had a sign out there. So why hasn't she rented the second
16 floor of her business? And she told me, she said, I didn't
17 do it because I couldn't get an elevator put in and I
18 couldn't get anybody to finish the second floor. I went up
19 there, and it's just nothing but two by fours and a plywood
20 floor.

21 And she explains in this letter that she has
22 been after these people to do this, after these people, and
23 that she now thinks she's gotten that taken care of, and she
24 says she's getting ready to build it out, but she said
25 during the time the elevator has been under construction, we

1 have been approached by at least two prospective tenants, a
2 Nationwide Insurance agency and a physicians group, that
3 have considered this space. Based on our discussion with
4 our real estate listing agent, we believe there is a
5 significant demand for high quality commercial office space
6 in our area. Another indicator of need.

7 This is from someone who would be our
8 competitor across the street saying, yeah, we need more out
9 there.

10 The next thing in here are three articles
11 printed out from either the television station or the
12 newspaper that just are commenting on this miracle mile that
13 we have there on the Island and what's happening up and down
14 Cowan-Lorraine Road.

15 And I might say -- let me see. The mayor is
16 quoted in here. And this, by the way, doesn't deal with
17 just the Island. This deals with the whole corridor all the
18 way down from the Industrial Canal down to Highway 90.

19 MR. WILLIAMS: All right. If you can hurry
20 up, Mr. Gillespie. I've got to let the residents have their
21 say, as well, too. So I need to get to --

22 MR. GILLESPIE: Okay. I'm sorry.

23 Next in there is just a picture of the Pilger
24 building that's been built in that area that we just, that
25 last little area right across the street from us. Change.

1 And the next is the supplement to the
2 application by Mr. Donovan Scruggs.

3 So all I'm going to say in conclusion, I know
4 you all are thankful of that, is I've been doing this for 57
5 years. And this is probably the main part of my business is
6 doing planning work. I work on big projects all the time.
7 I've never seen a piece of property that cries out to be
8 rezoned like this piece of property does.

9 Y'all all have been up and down there. This
10 lady's property needs to be rezoned to let her take the
11 advantage of what everybody else up in there does. As a
12 matter of fact, it's so obvious from a change and need that
13 it just hits you right in the face. Yeah, I'm going to do
14 this.

15 It reminds me of that old song that says --
16 what is it? -- about the moon hits your eye like a big piece
17 of pie. And that's how this is. This just hits you in the
18 face as a need to be rezoned.

19 And now I want to get Bobby up here, Donovan,
20 and my appraiser to have a few words. I hope they don't
21 last as long as I did.

22 MR. WILLIAMS: All right. It needs to be a
23 few words, guys. This isn't about wearing everybody out,
24 you know, to get there. So I need you to have few comments.

25 MR. HEINRICH: Bobby Heinrich, 1806 23rd

1 Avenue in Gulfport.

2 I don't have much more to say. Virgil said
3 it all.

4 MR. WILLIAMS: Well, I'm going to make you
5 say one thing, Bobby. What is the day and the month of your
6 birthday?

7 MR. HEINRICH: Yeah. I'm 23, I think.

8 MR. WILLIAMS: Happy Birthday today.

9 MR. HEINRICH: Thank you.

10 I'm going to hand out a small version of this
11 so you all can --

12 MR. GILLESPIE: Can I sing Happy Birthday to
13 him?

14 MR. HEINRICH: Yes. Since you're saying you
15 have a song, sing that one.

16 MR. WILLIAMS: No, no.

17 MR. HEINRICH: All right. So I'll make mine
18 real short.

19 So y'all know I've been involved in a lot of
20 projects along this highway. And so when I was asked to
21 come up with a plan here, what would I suggest. And so
22 Virgil had mentioned about the Lemon Mohler property across
23 the street from here. That was a large parcel of land.
24 Half of it was zoned R-1, the other half was B-1. Got it
25 all rezoned to B-1 and made four commercial parcels there

1 which we now have two projects going on, and there's talks
2 about the other two parcels being developed.

3 So I kind of went along with this and also
4 when I was involved with Bridgewater down the road. When
5 you're trying to subdivide land along that 605 corridor,
6 especially when you cannot have any more exits off that
7 highway, you have to come in a different way. So I took the
8 same approach with this piece of property as Bridgewater and
9 also kind of like Lemon Mohler's where you come in behind
10 off old Lorraine.

11 So that's what this concept is. You come in
12 off of 605 into Hillcrest, and you have access from the back
13 right here. It would be in between Carriagewood Subdivision
14 and the property.

15 So the folks would come in, and this is all
16 based on subdividing this property into four parcels.

17 So the other thing that we did on this
18 property, this is based off an accurate survey, so every one
19 of these dots right there are huge Live oak trees. So
20 you're really limited to what you can put on these parcels
21 of land with the parking.

22 So you've got to work around that stuff
23 because we're not cutting any of them, Gulfport is not going
24 to let us cut them.

25 So all those big Live oak trees will remain

1 here, and these buildings will be designed around those
2 trees with the required amount of parking. And you'd have
3 access through here.

4 I brought the old drawing, the original
5 drawing that I did, and I put a 15 foot buffer in between
6 Carriagewood and the development.

7 So when I went to the meeting, I was present
8 at the meeting, it was requested that we do a 30 foot. So I
9 came back and redrew this up, and now we have a 30 foot,
10 like Virgil said, all the way around this. And it will be a
11 natural buffer. It won't be cleared. It won't be anything
12 like that. We're just going to leave it wooded, and that
13 way you'll have a nice 30 foot buffer between the properties
14 there.

15 So anyway, I think this is the best use for
16 this piece of property, not residential. It just doesn't
17 work with residential on this piece of property.

18 So we've offered all kinds of information. I
19 would like to say that if this is considered to be approved
20 tonight that we will come right back in here with an
21 application to subdivide this property, and it would be
22 contingent upon this drawing here, not anything else.

23 So this would also eliminate any threat of
24 any kind of big box store or gas station or Dollar General,
25 that's not going to go here. We want -- it's not big enough

1 to go here.

2 So that's why if we break this up into four
3 smaller parcels like this, that's all you'd have to work
4 with to put on this property.

5 So I'm here to answer any questions you may
6 have.

7 MR. WILLIAMS: Any questions for Mr. Heinrich
8 right now?

9 MR. SELLERS: I've got a couple.

10 Bobby, in your experience, widening that
11 entrance, of course, that would have to be approved by the
12 DOT, do you see that as an issue at all getting that
13 approval from the DOT?

14 MR. HEINRICH: Not at all. No. I would have
15 to get an MDOT permit to do that. But we have the room
16 there, and that just makes more sense, you know.

17 And I've heard that roundabout or whatever
18 you want to call it under the bridge there where you go back
19 around and come back up on the highway there, so I'm not --
20 I didn't have that conversation, but I did hear that from
21 other folks that that could happen.

22 But this will allow people, folks coming out
23 of Evans and Hillcrest, and that way, if there's just two
24 lanes here, it would be stacked up, you know, but that would
25 be a possibility of these cars stacking up. Well, if you're

1 trying to take a left here, these folks can go on out and
2 they can take their right turn then so you won't be blocked.

3 MR. SELLERS: I like the fact that the
4 buildings are further away from the residential property and
5 that the parking lot will be on that side. But like Mr.
6 Gillespie said, this is becoming the new gateway to
7 Gulfport. So we've got the rear of the buildings facing the
8 road. So what are you going to do to make that
9 aesthetically pleasing being that you're looking at the rear
10 of the building?

11 MR. HEINRICH: Just like David Pilger's
12 building. I designed David Pilger. I was involved with
13 Lemon Mohler's. I'm doing work on that.

14 But the view from the highway would look like
15 a front of a building. Okay? So we would basically have
16 two views.

17 MR. PEMBERTON: It's a dual facade?

18 MR. HEINRICH: Yeah, that's what I'm trying
19 to say. Thank you, Garlon. Dual facade.

20 But, yeah, it will be architecturally
21 pleasing from both sides.

22 MR. SELLERS: Okay. I've got one more if you
23 don't mind because this is kind of your issue that you
24 brought up.

25 I want to ask the staff. In a B-1 in this

1 situation bordered by residential, what is the buffer
2 requirement?

3 MR. LONG: The buffer requirement is 15 feet.

4 MR. HEINRICH: Fifteen. That's why I put 15
5 feet first, at first.

6 MR. SELLERS: So by code it would be 15 feet
7 on both the west side and the south side.

8 MR. LONG: Correct.

9 MR. HEINRICH: We're giving them 30.

10 MR. SELLERS: I understand that. But it
11 would have to be 15, correct?

12 MR. HEINRICH: Required, yes.

13 MR. LONG: Correct. Code requires 15.

14 MR. SELLERS: And does it require anything
15 beyond just the buffer zone, fencing?

16 MR. LONG: There are some sections in there
17 where it says that she would have to put up a fence or a
18 wall in the event of certain circumstances. But if you have
19 a 15 foot buffer, you're required strictly a vegetative
20 buffer, so mixed landscaping out there.

21 Those are things that really fall into like
22 the design of the building. But this is actually outside of
23 the zoning issue. But I understand it's also pertinent to
24 the neighborhood.

25 So just generically speaking, yeah, all those

1 code sections would apply , and we would make the proejct go
2 through all of that.

3 MR. SELLERS: Last thing I promise.

4 They're offering a 30 foot buffer. Can we
5 make that a condition of our approval of changing to a B-1?
6 Is that a possibility?

7 MR. LONG: I don't believe so. That would
8 make that contract zoning. They've said it all on the
9 record that they are willing to do it, but to hold them to
10 that is not something that I don't think I can do.

11 MR. PEMBERTON: Can we make it an easement to
12 please everybody? So if they made it an easement, then you
13 can't build on it, right?

14 MR. LONG: You could maybe just do that if
15 they were applying for a final plat. This is strictly a
16 rezoning issue.

17 MR. PEMERTON: Yeah, okay. Fair enough.

18 MR. WILLIAMS: Any other questions?

19 All right. Thank you.

20 MR. HEINRICH: Thank you.

21 MR. WILLIAMS: Anyone else here to speak for
22 the request?

23 MR. SCRUGGS: Good evening. My name is
24 Donovan Scruggs here on behalf of Ms. Myers.

25 I've got a 40 minute presentation but I

1 understand that Virgil got a little long-winded, so...

2 MR. WILLIAMS: Yeah. Y'all are 45 into it
3 already.

4 MR. SCRUGGS: Exactly. But if we go to Slide
5 6, if you don't mind, Cory, one thing that I want to point
6 out is that the B-1, R-B districts that are most prevalent
7 along the corridor are not your general commercial
8 districts. These are districts that are designed to be
9 adjacent to single family residential.

10 If you read what they actually talk about,
11 the B-1 and R-B district both indicate that these are to
12 protect the adjacent residential areas.

13 So this is not like we're introducing a
14 zoning that is B-3 or B-5 or I-1 or anything that's very
15 intense, it is a neighborhood business district that is
16 strictly designed to accommodate and be next to and actually
17 protect residential areas.

18 If you look at this area, you're going to see
19 that Carriagewood and other properties that are behind us
20 are not any different from anything else on the corridor.
21 Other neighborhoods are immediately adjacent to R-B and B-1.
22 It's not like we're trying to create something new. This is
23 the way the entire corridor has been addressed.

24 Go to the next couple of slides, please,
25 Cory.

1 You know, this is examples of the way these
2 houses are located adjacent to. I mean, here's Brentwood on
3 the top left slide that is within feet of a property that
4 was rezoned to accommodate a dental office. So close
5 proximity to commercial and residential is not necessarily a
6 bad thing, especially when these uses are what are outlined
7 in the R-B and B-1 districts.

8 So I think that we're taking a very good
9 approach. And the city has done a very good job at, you
10 know, protecting the residents.

11 The next slide on 9 actually identifies what
12 the B-1 says. I mean, it talks specifically about providing
13 the needs for the surrounding residential uses.

14 As Virgil said, you know, we can't do fast
15 food because drive-through restaurants aren't allowed. We
16 can't do -- we're not going to do a big box Wal-Mart as was
17 mentioned previously because Wal-Mart requires ten or 15
18 acres, and we've only got three. And we've got a lot of
19 Live oaks. So it's just not feasible to do anything along
20 those lines.

21 Slide 14 shows you the number of rezonings
22 that have occurred in most recent years, and then the next
23 three slides show the kind of growth that has been
24 progressing.

25 I've been here several times helping Jacques

1 and the Marshalls and now with Ms. Myers, and every time I
2 come in here it's like a new building has started on this
3 corridor. I have never in my life had the luxury of
4 providing a rezoning application that should be so
5 straightforward. The amount of change on this corridor is
6 crazy. And it's just like I said, every time you drive
7 through it you see something different. And as soon as the
8 Pilger place is done, Lemon Mohler is going to start the
9 building on the top. This will be under construction by the
10 end of the year.

11 So go to Slide 18, your comp plan. Your
12 comprehensive plan indicates that the future use of this
13 property is commercial. This was outlined 18 years ago when
14 the comp plan was adopted. To the left you see all of the
15 changes that occurred by the -- the staff has called those
16 out.

17 The next slide goes to some of these articles
18 of -- this is your annual report that was done back in '13,
19 '14, and '15, and all indicated that the growth on 605 is
20 all about medical, retail, restaurants, and professional
21 offices. This is a part of the city's goals is to see this
22 corridor developed in a commercial manner.

23 The next couple of slides are comments that
24 were made from Mr. Pietrangelo indicating the desire to see
25 more vertical occurring along this corridor.

1 And then the next slide I think is by Mayor
2 Hewes that talks about 605 as a big time opportunity zone.

3 The city sees this and knows this is what is
4 supposed to happen. They know that this is a commercial
5 corridor. And Ms. Myers' property is really the only
6 undeveloped residential property from the beach to Dedeaux
7 Road. Every property, aside from eight, are zoned
8 commercial. You've got houses that are south of Pass Road,
9 houses that people live in them are actually zoned
10 commercial because they know that ultimately those houses
11 are going to transition into commercial businesses.

12 Well, putting a house or a subdivision on
13 this site is not what's in the best interest of the person
14 buying that house because it's only going to get more
15 intense, and it's also not in the best interest of the goal
16 of the comp plan of the city.

17 Give me Slide 28, shows actually an analysis
18 of the entire corridor. And it shows you that basically the
19 only three acres that are undeveloped and that are
20 residential are Ms. Myers' property. Her property is almost
21 considered spot zoning.

22 Everybody else is zoned commercial.
23 Everybody else is allowed to develop commercially. But this
24 property is identified as the one property on Cowan-Lorraine
25 Road that is required to be commercial and that she would be

1 required to develop a commercial subdivision.

2 And there has not been a single residential permit
3 issued for new construction on Cowan-Lorraine Road for over
4 20 years. In fact, over the last five years, from Beach
5 Boulevard to Dedeaux Road, only one permit for any
6 residential permits have been issued for any residential use
7 on that entire corridor, and that was for a garage on
8 Georgia Place. And Georgia Place is actually zoned
9 commercial.

10 So it really is, like I said, almost a spot
11 zoning because her property is being treated differently
12 than others along the corridor.

13 Give me the next slide. This gets into the
14 linkage that Virgil talked about, and it just shows you that
15 in every category there is a substantial linkage of business
16 services for the neighborhood.

17 Next slide. Now this one is interesting
18 because it talks about what an R-1-7.5 is supposed to be.
19 And it says, where such developments seem likely to occur.
20 Nobody can look at me and say that this property is where a
21 single family residential development is likely to occur.
22 It just is not going to happen.

23 Give me Slide 33, and I'll try to wrap up.
24 Now, let's just pretend we were going to try to do an R-1-5
25 subdivision here. To do this, it would require that I have

1 a street that is along the backside, the western property
2 line. Okay.

3 The issue with that is that that street would
4 be within the 125 foot requirement for a street jog meaning
5 I can't do it. I cannot put a street that would be 25 feet
6 from one street and 45 feet from another. It would be
7 against your regulations.

8 Secondly, if I did this street, it would put
9 the houses we built as double frontage. We would front the
10 back street, and we would also front Cowan-Lorraine Road.
11 Well, that's permissible by your ordinance.

12 But what it doesn't do, it does not allow me
13 to create double frontage lots on Carriagewood. And that's
14 what would happen. Those lots on Carriagewood would all of
15 a sudden be turned into double frontage lots.

16 Now, the problem with that is that they were
17 built with eight foot setbacks. By becoming buildable,
18 these lots would I believe require 25 foot setbacks which
19 could make some of those houses nonconforming uses which is
20 not a good thing. And I don't think it would be -- it would
21 cut down what they could do on their property.

22 So I think that's pretty important to
23 recognize that we can't comply with the city's rules and
24 develop this as R-1-7.5. So if we can't develop it as
25 R-1-7.5 and we can't get a rezoning, then the property is

1 basically useless and has to just sit there.

2 So I certainly do hope that this committee
3 will see that, you know, the change in neighborhood
4 character is evident and, you know, grant Ms. Myers her
5 request for the B-1 zoning.

6 I do have some documents I want to provide to
7 you. Virgil may have already provided them. But I'll be
8 happy to answer any questions you may have.

9 MR. WILLIAMS: Anybody got any questions?

10 All right. Thank you.

11 MR. SCRUGGS: Thank y'all.

12 MR. WILLIAMS: Anyone else here to speak for
13 the request?

14 MR. PURVIS: My name is Alan Purvis. I live
15 at 14349 Brentwood Cove in Gulfport.

16 I'm a real estate appraiser and have been for
17 49 years in Gulfport.

18 I went to school on Cowan Road when Handsboro
19 Elementary School was there. Some of you aren't that old.
20 And I worked summers at the Exxon station that used to be at
21 the northwest corner of Cowan and Pass Road. I know this
22 road pretty well. And there's been a lot of demonstration
23 of the changes, and I'm familiar with every one of those
24 things.

25 As an appraiser, I recognize that zoning

1 regulations and exemptions and changes are important when
2 things change, and there's been demonstrated a lot today.

3 And I expect that most requests for a zoning
4 change meet with opposition. So opposition alone is not a
5 reason to deny a rightful change of zoning.

6 I understand changes come with changing
7 conditions and with increased need, and I think that's been
8 demonstrated.

9 Speaking as an appraiser, land value is
10 highly dependent on the highest and best use of the land for
11 every property owner. And highest and best use means that
12 the most profitable use that is physically possible, legally
13 permissible, financially feasible, and which produces the
14 highest return or value to the owner. And owners of
15 property deserve whatever is rightful and consistent with
16 the zoning requirements and the uses in a particular
17 location.

18 When it comes to this property, I think it's
19 been demonstrated that this road is not a residential street
20 any more. It once was. The homes that are on Brighton
21 Place and Stanton Place nearest to the highway were built
22 when Cowan Road was in the old route and not consistent with
23 what's going on today.

24 There's obviously an increased need of
25 commercial sites in the area, or they wouldn't have been

1 built already. Gulfport doesn't have much land for new
2 commercial development. There's been some on Pass Road when
3 Pass Road was nearly dead, but there wasn't any place else
4 to go hardly, and that's been happening in the last three
5 years. And that's a good thing.

6 But it's a demonstration that we're running
7 out of land for commercial development. And this is a
8 consistently active area. It's a proper use of this land.
9 And commercial use would be the highest and best use of the
10 property for the property owner.

11 I'm finished. Is there any questions?

12 MR. WILLIAMS: Thank you, sir. Any
13 questions?

14 All right. Anyone else here to speak for the
15 request?

16 This does no good.

17 MS. MYERS: Hi. I just wanted to introduce
18 myself. I'm Sharon Myers, and I'm the property owner. I'm
19 from Biloxi. I was born in Gulfport Memorial, lived here my
20 entire life. I'd like to basically thank you for your
21 time. I know this is definitely a hard service job here.

22 And I'd also just please respect that I'd
23 like to develop my property. I've owned it since 2011. And
24 I'd like to be able to use it as my fellow developers have
25 used their property.

1 Thank you.

2 MR. WILLIAMS: Thank you.

3 Anyone else here to speak for the request?

4 Anyone here to speak against the request?

5 Yes, sir. Come on up.

6 MR. SLIMAN: Good evening. My name is

7 Richard Sliman. I'm at 11460 Stanton Circle.

8 I live in the property directly south. If
9 you look on there, it's kind of a pie-shaped kind of lot.

10 I would like to make a few exhibits just for
11 the record in the event this is appealed.

12 The first being Exhibit 1 which was the prior
13 transcript from the November 19, 2020, hearing.

14 This is not the first time we've been here.
15 You all recognize me, I know. I recognize you guys. And in
16 that hearing by I think it was a four to three vote denied
17 the B-1 request. And it was a source of debate. It was a
18 hard decision I know. But it was very much appreciated by
19 the residents of the area.

20 Now, Exhibit 2 which I would like to show or
21 introduce is the transcript from the City Council hearing.
22 City Council considered this on January 19th of 2021. And
23 by a vote of five to two, they affirmed the denial of B-1.

24 And one of the most important things that
25 came from that was the realization that as it was suggested

1 by Mr. Gillespie this is a very unique piece of property.
2 Why is that? It's the only piece of property according to
3 Mr. Scruggs that's -- it's the last residential piece on
4 Cowan-Lorraine 605.

5 Why is that? Well, the answer is because
6 it's surrounded on three sides by neighborhoods. Okay? To
7 the west you see Carriagewood. To the south is Stanton
8 Place. And while they have that small road on Hilcrest, you
9 see that, it's housing over there.

10 So unlike most properties up and down, it's
11 unique because it is surrounded by residents and
12 neighborhoods. And that's one thing that councilman --
13 several councilmen picked up and said that's the reason why
14 we're going to deny the B-1 request.

15 Now, y'all offered R-B last time to Ms.
16 Meyers. She didn't want it. Okay? She insisted on B-1.
17 We all know there's not a big difference between B-1 and
18 R-B. I mean, maybe a lot of times you can get some of the
19 same stuff built, but you just have to get permission.
20 Okay? You're still looking at a possible big box store.
21 You're still looking at restaurants. You're still looking
22 at hotel-motel with lounges.

23 You know, it's a quiet neighborhood all
24 around us. And it's just disheartening thinking that oh,
25 gosh, especially in my back yard, am I going to be faced

1 with looking up at a 45 height, 45 foot building up there
2 while I'm out barbecuing, looking up at the nice building up
3 there right over my fence, listening to somebody order some
4 fast food possibly, having lights constantly coming down in
5 my area?

6 I've got the right as all residents of
7 Gulfport to have peaceful enjoyment of their property.

8 Now, I understand the desire and I certainly
9 understand the arguments that have been made about the
10 commercialization of this area. It's changed. But it's
11 changed on the east side, not on the west side of this road.

12 The only developments of recent history on
13 the west side, Mr. Pucheu's property. Okay? That's it.
14 That's a fourth of a mile south of us.

15 Unlike this property, it's not surrounded on
16 three sides by residents, by neighborhoods. So it's
17 understandable.

18 Other than that, you go up further, there's
19 the Run-N-Tri area. That's got a great barrier because it's
20 almost sitting by itself with roads coming in between
21 Brighton and Bayou Oaks.

22 So those kind of developments on the west
23 side are insulated. We don't have that same insulation.
24 I'm appreciative of the offer of 30 foot boundary or buffer
25 by Ms. Meyers, but we all know we can't hold her to that.

1 She gets approval, she can do whatever the heck she wants
2 with the property, whether B-1 or R-B.

3 And, you know, we've met with her on certain
4 occasions as lately as last week, trying to work things out,
5 trying to get some assurances whether deed restrictions of
6 the easements, that's a great proposal. We just haven't
7 been able to come to common ground.

8 By trade, she and her husband were land
9 speculators. The radar goes up by that. Okay? I have
10 serious concerns that this is just going to be a flip job.
11 I hope it's not. I quite frankly hope it's not granted.

12 Now, let's talk about the commercialization.
13 Has there been a change on the east side? Yes. The Lemon
14 Mohler property, Pilger property, yeah. They've got a
15 buffer, though. They've got a road in between the Creel
16 Circle neighborhood right next to that sewer pumping
17 station. All right? So there's a big difference.

18 What's transpired over there, you've got a
19 whole bunch of new residential developments back there. Off
20 of Evans Road, you've got the -- I think it's South Bayou
21 Bend Road. You've got a cluster of houses on the bayou.
22 Going up, Gary McCabe built about four or five homes on
23 North Bayou Bend. Then you've got several more houses on
24 Oaklawn or Oak Island on Treelawn. Excuse me.

25 Mr. Pemberton, I understand you're building

1 four or five houses cater-corner to this property. That
2 directly affects you and your ability to sell those houses.

3 You've got two or three more houses going on
4 with Carriagewood right now.

5 So what you have is an increase in
6 residential density. Okay? All this loop talk about -- I'm
7 no engineer, but I can tell you that if you try to merge
8 more traffic coming from all those neighborhoods north of
9 Waterside and all that, that's going to create a real hot
10 mess right there with Hillcrest people trying to get out all
11 merging with 605. That's a problem.

12 So let's talk about need. Okay? There still
13 are vacancies up and down that highway. I guess what The
14 Court had a problem with and the City Council, what is a
15 neighborhood? According to them, neighborhood should be
16 the whole Island and other parts of the Island just above
17 and below it. Well, kind of the case law says an Island is
18 a smaller snapshot. Judge Dodson who looked at it, she
19 said, no, a neighborhood in the true sense is a
20 neighborhood, look in that immediate area. Okay?

21 But if we were to take their perspective and
22 say, let's walk up and down the street, for instance -- and
23 I want to give y'all copies of this. I went out and took
24 some photographs of some properties up and down 605.

25 And if you start from the south, what have you

1 got? CVS right off the bat. Boom. You go a little further
2 north, you've got Ben 605. Well, Ben 605, they're building
3 the property and developing that one just north of it where
4 the Italian restaurant is and the physical therapy. So
5 you've got two shops that are fixing to move from Ben 605
6 that's going to move over there next door to the north. So
7 you've got two more available.

8 Right across the street cater-corner is Rip
9 Daniels' property right there at the corner kind of near the
10 lagoon just south of the lagoon. They're already
11 advertising, as you can see, Owen & Company. Well, a nice
12 little string mall up there.

13 So you've got more commercial stuff coming.

14 Across the street, you've got I think Ivan
15 Spinner possibly developing some property right there on
16 that lagoon. Condos and most of all commercial, commercial
17 real estate.

18 Flipping by the old Dressed in Blue property,
19 Bridgewater, that's vacant.

20 Just north of that, north of the dermatology
21 clinic, you've got the old Honeycomb Salon. Boom. Vacant.

22 And as Mr. Gillespie talked about, here's the
23 Coldwell Banker sign, leasing. They're going to try to
24 naturally lease the top floor. That's a huge building that
25 will offer a lot of commercial, a lot of commercial. And

1 that's directly across the street from where Ms. Myers'
2 property is.

3 And then going down next, you see Mr.
4 Pemberton's property that he's developing right now. Not
5 commercial. It's residential, four or five houses.

6 And then you've got another one just north
7 over there at the Pure gas station.

8 Last one is kind of curious. This is Ms.
9 Myers' lot. What does it show? It shows the For Sale sign.
10 The stakes are still there. I don't know why, but, you
11 know, they put it before they brought it here. They used to
12 have a For Sale by Audubon Realty. So they pulled it down
13 just in time for the first time for this meeting.

14 That just raises some radar stuff for us and
15 some concerns.

16 This, I wasn't sure if they were going to
17 bring the same photograph that Mr. Heinrich had brought to
18 the meeting the other day, so I took a picture of it. But
19 even then, we get changing stories. First, it's a trust
20 factor. If she had a proven history of developing property,
21 we'd have a trust factor with her. But she has yet to give
22 us any assurances, and I think she's going to bamboozle you,
23 she's going to bamboozle us. And the next thing we're stuck
24 with is going to be 20 years looking down the road, what is
25 it going to look like. Pass Road, guys, and neighborhoods

1 that were good neighborhoods behind there are just going to
2 go in disrepair.

3 So I think that the -- I want to make this an
4 exhibit, as well, these photographs.

5 But as to some of the arguments that you were
6 -- I would like to respond to just a few of them. This 20
7 percent utilization of commercial property. Hey, look at
8 Gulfport. The City of Gulfport on Highway 90, it's probably
9 15 percent since Katrina, utilization of commercial
10 property. So put that in perspective. Okay?

11 But once again, this is a unique piece of
12 property. It's something totally different. I don't know
13 what the highest and best use is, guys, I really don't.
14 Okay? Whether someone can develop a similar instance like
15 Carriagewood with one row of houses remains to be seen.

16 But I think that by allowing her free rein, a
17 B-1, I mean, for God's sake, arguably a gas station, guys,
18 come on, 24 hours, that's going to kill a lot of these
19 neighborhoods.

20 There's just, you know, there's just a lot of
21 concerns.

22 I think that's pretty much all I have to say.
23 You know, the City Council was very responsive and, you
24 know, I think they used reason, and I hope that y'all share
25 our concerns and use reason, as well.

1 Thank you.

2 MR. WILLIAMS: Thank you.

3 Anyone else here to speak against the
4 request?

5 Yes, sir.

6 MR. TULLOS: I took some notes on my phone.
7 I'm Bobby Tullos. I live at 11560 Hillcrest Road, Gulfport.
8 I've been there for about two years.

9 I've got a few notes on my phone.

10 If you follow Hillcrest, keep heading west,
11 I'm at the end of the road, last property on the bayou.
12 That will be relevant in just a second.

13 I've heard reports of recent a meeting with
14 Ms. Myers, and I think I could do the same thing by saying
15 wouldn't it sound great to not drive so far to D'Iberville
16 or Gulfport to go to a Chicken Salad Chick or Chick-fil-A or
17 any of these things. Making personal attempts to achieve
18 franchises and rights for that is not easy.

19 So you can say all those things all you want
20 to, but until someone has achieved the franchise right for
21 these businesses, I think it's just all fluff just to make
22 it seem sexy for people to buy into it.

23 So unless there's a proof of concept or
24 something there that we have concrete then I just don't
25 think it's worthwhile just to put full trust in development

1 of a commercial business like that.

2 I could do it, and it just wouldn't make
3 sense.

4 The next thing is if we were to zoom in on
5 this, this piece of property is on an island. And with that
6 comes the fact that where does the drainage go.

7 Well, the drainage has to get to the bayou,
8 and if not that, the canal. And that's it.

9 Now, if you were to go back to that far
10 northwest corner of my property, it abuts the most northern
11 part if you follow Evans Road around to another group of
12 properties that were built. Those properties flood, and
13 they flood from Hillcrest when Carriagewood floods, it heads
14 down that way, and it all narrows down to the bayou. And
15 within that property, four or five feet of water is in those
16 people's neighborhoods.

17 I personally spent \$26,000 worth of my own
18 money because we brought the city back to help assist with
19 the drainage issue because of bringing to light all of the
20 drainage issues that were coming from these various
21 neighborhoods, and their decision was we're not going to fix
22 it. So I spent over \$20,000 on my own property digging
23 drainage to get to the bayou. That's only a partial
24 solution.

25 So now let's add this new development that

1 they're building these houses on. Well, they're having to
2 build a retaining wall significantly high before they can
3 even build anything right now just in order to mitigate the
4 existing drainage problem that's already there.

5 So that's going to continue to funnel
6 northwest towards the bayou, and, in fact, I believe all
7 those people that are downstream of it.

8 So now let's take a commercial building. And
9 we've got all this water that's coming there. And people
10 can say, oh, yeah, we'll take care of the drainage. I can
11 guarantee you with some degree of certainty that this
12 drainage will be fixed up to about 25 feet past where their
13 property is, and then it's going to stop. And then we're
14 going to be left with the same problem that I'm dealing with
15 right now of how to manage what the city won't fix where all
16 of this water is draining from all of these neighborhoods
17 and flooding properties and no one is going to do anything
18 about it.

19 So it's great. Your property is dry where
20 this commercial business is. But it's affecting everyone
21 downstream of that.

22 I'm a physician. I'm on call two different
23 hospitals. I have to leave sometimes in the middle of the
24 night, middle of the day, but I have a huge problem even on
25 some of the easiest days getting out of Hillcrest Road.

1 Now let's take this concept that we're on an
2 island. And on this island just north of that we have a
3 bridge, a bridge that requires somebody at some point to
4 raise and lower it. So now I'm already impacted on helping
5 somebody in a dire emergency.

6 Now let's think about the traffic coming down
7 this hill. It's bad enough for me to take with my
8 15-month-old child down that hill during rush hour to make
9 that right-hand turn to get to my neighborhood.

10 Now let's increase that volume of traffic
11 however many fold to accommodate for all this commercial
12 traffic for whatever it is just to make that same right-hand
13 curve.

14 I do not think that it's feasible, though I
15 don't know that it's for sure that anybody can even say that
16 they're going to put a traffic light at the end of that hill
17 because what would that do. We've already got a bridge that
18 can upper and lower. You already have a traffic light on
19 the north end of that bridge. So you're going to put a
20 traffic light here going downhill to an island where people
21 have to get to which I believe is also a hurricane route.

22 So it's dangerous enough to drive down that
23 hill on a busy day of traffic, because I don't have a
24 dedicated turn lane to get there, and then make that quick
25 right-hand turn and now you're rear-ended.

1 So now let's increase the volume of traffic
2 flow just to do that.

3 Now it is dangerous enough now to come home
4 coming from the south on Lorraine Road. I got to come up,
5 and now I got to cross a two-lane traffic which is coming
6 downhill at higher speeds to try to cross over there just to
7 get to my house and get home safely. It's not easy to do
8 during busy traffic.

9 Now then take that, have all the commercial
10 uses of this property, of how much more traffic we're going
11 to see into that. People are going to be coming in and out.
12 They don't care. They don't care what's behind them. They
13 care what's right there in front of them to get to it.

14 So I don't think it's safe from a traffic
15 standpoint. I don't think it's a good idea from a drainage
16 standpoint because I think it's going to be very poorly
17 thought out, and it's only going to benefit those who are in
18 the immediate area of that property.

19 And that's it. Thanks.

20 MR. WILLIAMS: Thank you.

21 Next?

22 MR. WELDON: Good evening. Thank you for
23 your time. My name is David Weldon. I live at 9326 Stone
24 Road. That is in Oak Island.

25 I have a prepared statement. I'll go through

1 it very quickly. I will say that a few statements that were
2 made earlier before, the statement was made, hey, remember
3 the neighbors and they said yeah, if you do this, we're good
4 to go. Well, the 30 foot barrier, that sounds good.

5 I believe that was misrepresented. I would
6 classify that as we looked at their rendering, again not a
7 plat, not plan, not anything to be filed, we said, hey, if
8 this does happen, would you be interested in doing that.
9 And they said, yeah, we'll consider that.

10 So I think they represent it as, hey, we made
11 that offer, and then we're good. So I just wanted to clear
12 that up.

13 So I come today to ask you to please deny
14 B-1. And I'll tell you what I believe it should be,
15 although it has nothing to do with me, I don't own that
16 property.

17 We did meet with Ms. Myers on September 18th,
18 last week. And the engineer here, Bobby, was there. Ms.
19 Myers explained her vision for that property. The meeting
20 was very cordial, and I think it was appreciated by all the
21 residents.

22 She provided a rendering as they brought
23 today that Mr. Heinrich had done of what could possibly fit
24 there, and she outlined property subdivides into smaller
25 parcels.

1 And here are the important things that I
2 believe she emphasized at that meeting to us at that
3 neighborhood meeting.

4 She told us she had a career in self storage
5 and office space rental, and she is 100 percent finished
6 with both. She said she did not want to be in the office
7 space business any more. Never again would she enter that
8 space.

9 She also told us at the time that she was a
10 small developer, that she was going to develop the property
11 herself. When we asked if she would actually develop that
12 property or is she looking to flip that property, she gave
13 no clear answer to me from my perspective.

14 I do see this very different as her previous
15 application. There was no discussion of developing the
16 property. Again, they even admit on the record this is a
17 rendering when they presented the last rendering, it's just
18 a rendering of what could be there.

19 Now she's a developer. And so again, as Mr.
20 Sliman said earlier, there were a few red flags there for us
21 to think, okay, in the period of these two years or so she's
22 now the developer.

23 She stated she wishes she would have sought
24 for a zoning change prior to all these people building homes
25 here. But she didn't. She indicated that without the

1 neighboring homes there would be probably a much better
2 chance of a B-1 designation. And I would agree with her.
3 If there were no neighboring homes bordering her property, I
4 think B-1 would be much more appropriate.

5 But the fact remains that she waited until
6 people had purchased property, had built homes, surrounding
7 property on all three sides before seeking a general
8 business zoning designation.

9 She stated many times that she would love to
10 see restaurants come to the property. There was really the
11 fact that being her presentation it was you guys are going
12 to love these restaurants I'm going to bring to the
13 property. She mentioned restaurants such as Chicken Salad
14 Chick, would love to attract them here. That came up a
15 number of times.

16 I know we miss the old Haagen-Dazs before
17 Katrina. I'd love to have an ice cream, I would love to
18 have bistro, I would love to have restaurants with outdoor
19 seating on all four of these subdivided pieces.

20 And she continually said, you know, if I
21 lived in this neighborhood, this was what I would want.

22 We expressed our concern for having a
23 restaurant dense area in that part due to traffic and other
24 entry ingress and egress issues. And she continued to tell
25 us, hey, this is what I would want in my neighborhood.

1 I would encourage her to buy property where
2 she lives and develop restaurants there. But she doesn't
3 live in our neighborhood. And developers don't have to live
4 in the neighborhood they develop. Please don't hear me say
5 that.

6 But when your motivation to build those
7 restaurants is because that's what you would want in your
8 neighborhood and you don't live in that neighborhood, I do
9 think you lose some credibility there, at least you do with
10 me.

11 She stated that she would not build a
12 restaurant there that had live music like Marina Cantina.
13 That was brought up by the residents. But certainly she
14 could if she wanted to if she got an R-B or a B-1
15 designation. Nothing would stop her from that.

16 No drive-throughs are allowed in B-1. We
17 understand that. And we know they won't. But with the
18 pervasive use of curbside pickup with restaurants, most any
19 restaurant can function as a drive-through, turning over
20 many more cars than a sit-down restaurant could ever do in
21 times past.

22 They mentioned earlier they would only have
23 35 parking spots. I don't know if we saw that in the same
24 detail or we didn't count those parking spots at the
25 neighborhood meeting, but if that's in fact true, again the

1 thinking of a curbside delivery style restaurant where you
2 could pull in, they'll bring your food out, the take-out
3 culture that we have, especially post-COVID, those 35 spots
4 are really not the same 35 spots of pulling in to a sit-down
5 restaurant.

6 So that's our concern. It's that the intense
7 desire to bring restaurants, restaurants, restaurants,
8 that's really all we heard as a real goal for that.

9 Earlier Mr. Purvis, appraiser, spoke that,
10 hey, if you got a higher designation, you essentially have a
11 higher appraisal. The For Sale sign. Having him talk about
12 a higher appraisal for property is an interesting piece
13 because if you're developing it, I know appraisal is
14 important for development as far as business loans and
15 things of that nature, but it's also important for a sale.
16 And so I just wanted to respond to that.

17 I believe the property is a property of
18 commercial nature. I may disagree with some of my fellow
19 neighbors in that. I do believe it's a commercial property.
20 I do think the corridor has changed over the past 20 years.
21 I think to deny that is just to not look, in my opinion.

22 So I don't believe it's a true R-1-7.5
23 property.

24 So they showed surrounding properties on
25 Lorraine-Cowan -- I promise I'm done with Page 1, I only

1 have a third of Page 2. They're done with that. They
2 showed that. Most everything is B-1. But the properties
3 across the street have a really important distinction on
4 that east side, have a really important distinction in that
5 they don't adjoin residential property directly. In every
6 example they gave tonight, I actually listed some here, and
7 I'm glad they listed the same examples I have from my
8 perspective.

9 Even still on that side of the property,
10 everything that's built falls within the R-O designation.
11 So they're B-1, and they have R-O construction on them.
12 There's dental clinics. I believe it was called a castle,
13 pretty interesting. Retail flower shop. Insurance
14 agencies. All of those fall in that R-O. Even looking at
15 the expansion development closer to the bayou in Bridgewater
16 and the adjacent properties, we've talked about those
17 tonight, about 80 to 85 percent of those fall within the R-O
18 designation. There are lots of medical clinics. There's
19 other dental clinics. They showed that in Stanton. So that
20 was one of their examples. Fantastic. It's a dental
21 clinic, it falls under R-O. Retail spaces such as Scrubs,
22 retail shops, Pecan House, there's clothing boutiques, tons
23 of professional offices, accounting, engineering, and so
24 forth.

25 Marina Cantina, obviously, is a B-1 type

1 business, restaurant business. But there's an interesting
2 piece there. That was built before, and it has residential
3 neighbors very close. Right? That Marina Cantina was zoned
4 and ready to build, plans to build, before a number of those
5 residential houses.

6 So those neighbors, you moved in afterwards.
7 You moved in after there was a restaurant close to your
8 business -- I'm sorry -- to your property that you wanted to
9 buy. And I think that's the difference.

10 Here, people have bought properties, and now
11 we're trying to go and change that to something where we can
12 have restaurants. If a developer came today to get zoning
13 for a restaurant with live music, I'm sure those neighbors
14 in that area would probably be sitting before you today if
15 Marina Cantina was to be built today.

16 I enjoy the restaurant. I think it fits
17 where it's at because it was there before the residential
18 was.

19 Certainly in an R-B or a B-1, they say, we
20 won't put a Dollar General there. But we have no
21 assurances. This has been brought up by neighbors. We
22 don't know what's there.

23 I do not believe B-1 fits the neighborhood.
24 The neighborhood does not have the traffic engineering at
25 the road to support any restaurant business that would have

1 a lot of continual traffic.

2 I do have two videos that I'll play in one
3 second. They're very short. They're about a minute and a
4 half in total length. And it shows the traffic. I know
5 everybody says we know the traffic, but I would like the
6 planning commission to make sure they see it with their
7 eyes. It shows what our road currently looks like at 8:00
8 a.m. and 5:00 p.m. with no development there.

9 Imagine -- I say imagine what it would be if
10 there was restaurants.

11 I know there's been historically -- I'm sorry
12 -- there's been a history locally in a close neighborhood
13 there at East Taylor where a traffic light was installed.
14 This happened before I moved here. I'm a newer resident to
15 Gulfport. I moved here in 2017 to open up the School of
16 Pharmacy at William Carey. I'm new to this area, probably
17 newer than everybody else in the room.

18 So that was explained to me that there was a
19 number of traffic accidents and a horrific traffic accident
20 that finally spurred the red light at East Taylor Road.

21 So drainage is a concern. I'm not going to
22 go through that piece. I did have in here that Mr. Tullos
23 under his own dime had to basically do his own drainage.
24 Also for one of our residents, Randy and Marcella Richardson
25 in Oak Island.

1 So my last statement is the reasons, but
2 mainly the safety of our residents are -- I'm sorry --
3 residents with regards to traffic and a high potential for
4 neighborhood disturbances, loss of property value, I urge
5 you to deny B-1.

6 I think this property is perfect personally
7 for R-0. It gives the ability to develop that to commercial
8 businesses, offices. What does it take out? It takes out
9 restaurants. And that is my biggest concern and I would say
10 the largest concern in the Oak Island neighborhood.

11 I know that Mr. Donovan said that 80 percent
12 --- you know, we need 80 percent more capacity of
13 commercial, got to develop the Island more. This is about
14 the last commercial property on the Island. You're not
15 going to close this 95 million to 20 million gap, you're not
16 going to close that by developing this property. It would
17 be an amazing thing to turn over \$60 million out of that
18 single property. That would be pretty amazing.

19 So -- and the examples they brought up, we
20 need office space, man, we need office space, look what
21 Coldwell Banker is doing, they're trying to sell that office
22 space.

23 The one thing that Ms. Myers told us, I am
24 uninterested, 100 percent uninterested in any office space.

25 So, to me, it was very clear that we are

1 looking at how can we get the restaurants in there because
2 that's where I can make my largest margin.

3 I do have two videos. One shows 8:00 a.m.
4 roughly; one shows 5:00 p.m.

5 (Video was played.)

6 MR. WELDON: So this is me sitting at
7 Hillcrest. This is 8:00 a.m. You see a car is trying to
8 turn left. Another one is trying to come across the road.

9 Now, I don't mind waiting there for 20, 30
10 seconds, 45 seconds. I mean, I'm nowhere that important
11 that quick to get somewhere.

12 8:01. I showed the time there just for a
13 little integrity. This is what it looks like at 8:00 a.m.
14 every morning. It really goes from about 7:15 till about
15 8:30 or so.

16 This is Friday of last week. This is me
17 crossing Wilkes Bridge. This is right at 5:00 p.m. I
18 believe it was 5:12. You can see what is on the other side
19 of the road.

20 So at 8:00 a.m. it looks like that on our
21 side; 5:00 p.m. it looks like this on the other side. And
22 this extends all the way to 10. There is Hillcrest. Here
23 is the property, Ms. Myers' property. And the video goes
24 for about another ten seconds, all the way to East Taylor
25 Road. There's no break.

1 So it's -- I just ask that you think about
2 these issues with regards to -- I guess as Mr. Sliman said
3 it best. There's a reason why this is the last property on
4 the Island or on that corridor, 605 corridor, that has kept
5 its residential. Even I don't believe it's residential, but
6 there's a reason why it hasn't been turned into B-1 when
7 everything else around it has. And it's because the nature
8 of how much residential density is around that.

9 Thank you so much for your time. I
10 appreciate your efforts in this.

11 MR. WILLIAMS: Thank you.

12 Next person.

13 MR. RECORD: I'm Warren Record. I live on
14 Oak Point Drive, and I'm the president of the HOA for Oak
15 Point Subdivision.

16 I attended the meeting with Ms. Myers with
17 the neighborhood Oak Island Subdivision and listened to all
18 of the things her presentation had to offer.

19 I talked to all of my residents, all of the
20 residents in my small subdivisions, as well as a half dozen
21 of the residents in the other communities associated with
22 Hillcrest Drive.

23 I have a document I'd like -- it's been
24 mailed to the planning commission by Alred. That will speed
25 things up.

1 John Stolarski is an architect that's
2 building one of the very, very large homes on Oak Point
3 Drive near us. I guess I've met or had frequent
4 conversations with almost everyone that's building homes in
5 the Hillcrest Subdivision.

6 John's letter is written expressly to oppose
7 the zoning change to B-1. To save time, I know you guys are
8 weary of listening to all of these pros and cons. But in
9 John's letter, he mentions the fact that we're a buffered
10 residential area nestled on the west side of the Island.

11 To the person in the residential communities,
12 everyone that bought or built in the Hillcrest Subdivisions
13 bought or built with the assumption that we were a
14 residential community.

15 The reason we have a zoning authority is to
16 set the standards for the areas in the community.

17 The argument presented in favor of changing the
18 rules now after people have bought with their life savings
19 to live in a residential area is the citizens want to go to
20 sleep at night and believe that the government is going to
21 protect them and protect their investments from change.

22 We didn't buy in a residential area so that
23 it could be converted to a commercial area.

24 In the meeting with Ms. Evans --

25 MS. MYERS: Myers.

1 MR. RECORD: Ms. Myers -- I apologize.

2 MS. MYERS: No problem.

3 MR. RECORD: In the meeting, all of the
4 residents generally asked the same question, how are you
5 going to resolve traffic, how are you going to resolve
6 drainage, and what are you going to put there.

7 On the what are you going to put there, it
8 was restaurants and jewelry shops. But B-1 allows way more
9 flexibility than restaurants and jewelry shops. And as
10 mentioned by Mr. Weldon, today's restaurants, even the
11 really good restaurants, nearly all have a sign Parking for
12 Take-out.

13 That's important to understand that a
14 sit-down restaurant is different from a take-out restaurant.
15 It creates traffic. In the traffic argument, in the package
16 from Mr. Stolarski, there's a letter that he drafted to the
17 Mississippi Department of Transportation to find out if a
18 traffic light could be installed at Hillcrest and Lorraine
19 Cowan.

20 He got an official reply from the Mississippi
21 Department of Transportation which we never discussed the
22 last time this issue went before you guys and then went
23 before the general council.

24 The Mississippi Department of Transportation
25 said a traffic light can be permitted but there are details

1 that have to be attended to to get a traffic light and that
2 the realtor must install the traffic light.

3 There has been no mention from Ms. Myers or
4 her team that they would be willing to install a traffic
5 light.

6 In the presentation by their attorney, he
7 mentioned that we're going to add a 30 foot right-of-way on
8 the south side of Hillcrest. Well, if any of you would care
9 to drive up to Hillcrest and then turn around and drive out
10 of Hillcrest, you'll see that there's the ability now to
11 turn right or south or go straight or turn left. There are
12 two lanes going out at the intersection. They just don't
13 have lines painted on the ground. But the two lanes already
14 exist.

15 Nearly every morning, because I've quit
16 trying to do the jousting with windmills of turning left
17 onto Lorraine Cowan, every morning I turn to the right, go
18 down to the traffic light, turn up in that subdivision, turn
19 around and come back out onto Lorraine Cowan with the
20 traffic light and turn left. It's just not worth it to me
21 to battle to get out with four lanes of traffic.

22 But the two lanes going out already exist, so
23 there's no real concession there other than some paint on
24 the road.

25 Secondly, and a long time ago, way long time

1 ago, I took a business statistics course at LSU. And at the
2 opening of the course, the instructor said the amazing and
3 marvelous thing about statistics is that you can use
4 statistics to prove any point you want to prove, whether the
5 glass is half empty or half full.

6 A big majority of their argument is based on
7 statistics, trying to tell us what a good thing their
8 property going commercial is for the neighborhood.

9 Well, there's 78 -- I think I counted correct
10 -- existing residential homes in the neighborhood that don't
11 want a business community at the intersection of Lorraine
12 Cowan and Hillcrest.

13 As to the safety issues, you guys really
14 churned it last time. The traffic has only gotten worse
15 since last year. The safety issue is magnified and will
16 continue to magnify.

17 The drainage issue, Bobby Tullos, Dr. Tullos,
18 who spoke from Hillcrest, in order to drain his property and
19 to help the Richardsons' property from Oak Island and to
20 help John Robicheaux's property, he had to dig a drainage
21 ditch across his property to dump water already. Adding
22 more macadamized surfaces at the headwater of Hillcrest is
23 only going to intensify that.

24 I urge you guys to not approve a B-1
25 development at the intersection of Hillcrest and Lorraine

1 Cowan.

2 Thank you.

3 MR. WILLIAMS: Thank you.

4 Next person.

5 MR. MCGUIRE: I'm going to start talking
6 while I'm walking. God bless you all.

7 I'm Dalton McGuire. I live at 9447
8 Carriagewood Drive. And I won't go into any of the details
9 about safety or traffic lights or utilities or drainage or
10 anything else. You all have heard all you need to hear
11 about that.

12 My only statement is I bought the property,
13 the Carriagewood, in 2017. And Ms. Myers mentioned that she
14 bought her property in 2011 right there.

15 So when I bought my property, it was zoned
16 for residential. I did not ask for any zoning changes. I
17 did not do anything different. I left it like it was,
18 played by the rules, and developed the property.

19 Ms. Myers bought the property in 2011, it was
20 also zoned residential, and so she knew what she had when
21 she bought it.

22 Any type of zoning change -- pretty much, I'm
23 representing all the people who live in Carriagewood
24 Subdivision. I mean, I built all the homes out there, so
25 I'm representing all the people out there and I know how

1 they feel.

2 But if it becomes a commercial piece of
3 property abutting these lots on this line here, we're
4 concerned that the property values are going to be greatly
5 damaged.

6 And like I said, my only -- I'm not going
7 into any of the details other than just that I bought it as
8 residential, I would not have bought it in 2017, I truly
9 would not have bought it, if I had known then that the
10 property immediately beside it was going to be changed into
11 commercial.

12 I mean, that's the first thing I looked at
13 was -- I mean, I had a residential home on the west side,
14 obviously on the south side, and I guess what my thinking or
15 what I thought was going to happen was on the east side
16 would be something like what was on the west side. We can
17 see there's a big -- there's a home right there in the
18 middle of the lot, and that's the exact same size piece of
19 property.

20 So that's what my thinking was. And I was
21 completely surrounded by residential when I purchased that.

22 That's it. Any questions?

23 MR. WILLIAMS: Thank you, sir. Appreciate
24 it.

25 MR. MCGUIRE: Thank y'all.

1 MR. WILLIAMS: Next person.

2 MR. APPEL: I'll make it really brief. I'm
3 Eddie Appel, live at 9585 South Bayou Bend Drive. So I'm
4 the exact opposite from Richard. I'm all the way at the end
5 of Evans Road.

6 But all I'm going to say, I just kind of
7 wanted to go on record, really all my points are taken.

8 One of them actually with Dalton I have
9 written on my piece of paper here.

10 I came here to really just listen and to see
11 which way I would think. But if I were Dalton -- and I
12 don't own a lot of commercial property. I own a lot of
13 residential. Same as Dalton, always try to play by the
14 rules type of thing. And if I were Dalton, I'd be pretty
15 upset. Those folks living in that subdivision, I'd be
16 pretty upset, property values, whatnot.

17 I don't think, you know, I listened to
18 several of the points made previously, I don't think
19 Bridgewater compares to this property. It's not the same.
20 There's buffers.

21 You know, there's a property in Gulfport next
22 to Bayou Oaks that is the exact same situation as this. I
23 think everybody knows where Bessie's Milk Jug used to be.
24 Went away after Katrina. And that property has sat vacant.
25 It's the exact same situation. It abuts up to residential

1 neighborhood, and I think there's been a lot of controversy
2 about that property, and I don't think it will ever be
3 developed for anything other than residential.

4 I appreciate you all, the videos, although to
5 be honest, I rolled my eyes, I was like, oh, my gosh, what
6 are we going to look at here. I'm glad the videos were
7 shown.

8 I got honked at this morning trying to cross
9 traffic, go north, and get honked at on a regular basis.
10 But you have no choice but to kind of pull yourself out in
11 the middle of Cowan Road and hope for the best.

12 And traffic, while I appreciate commercial
13 growth -- and that's part of the reasons I moved back there
14 to that spot because it's really ideal. It's residential,
15 but you can, you know, get very quickly to all this
16 commercial growth and development.

17 But that intersection is going to get, I
18 think, twice as bad once all the other development, the
19 insurance agency, all those things start popping up. I
20 honestly think if this is developed commercial, some of
21 those people are going to dump onto Hillcrest, and it's
22 going to make that turn even turning right, even if you put
23 that turning lane that is being proposed, it's going to be
24 worse.

25 So that's just my opinion. I'm not a traffic

1 guy. But I just want to go on record that I am against it.

2 Thank y'all.

3 MR. WILLIAMS: Thank you.

4 Next person, please.

5 Anyone else here to speak?

6 Okay. Commissioners, we've heard both sides

7 of the --

8 MR. GILLESPIE: Can I have a little short

9 rebuttal?

10 MR. WILLIAMS: You can have three minutes.

11 MR. GILLESPIE: All right. I hope I won't

12 take that long --

13 MR. WILLIAMS: And you got three.

14 MR. GILLESPIE: -- but you know I'm probably

15 lying about that.

16 You know, I'm the attorney for the county

17 planning commission, so I go to a planning commission at

18 least once a month, and usually probably two or three times

19 a month because this is what I do.

20 So I've been to four or five hundred planning

21 commission meetings in the last 20 years. And I see this

22 every time.

23 What the neighbors want us to do, what they

24 want her to do is to donate her property to them, they want

25 it no change out there.

1 Well, you know, the simple fact of the matter
2 is this is not residential property. Y'all think about it.
3 Do you want to have a house built where 33,000 cars are
4 going by? It doesn't matter whether you're facing it or your
5 back to it. Do you want -- you know, do you want your
6 children playing out in the yard where there's 33,000 cars
7 passing every day? I don't think so.

8 As a matter of fact, I think if you'll ask
9 Mr. Purvis, who's probably one of the most prominent real
10 estate appraisers around, he'll tell you that any prudent
11 builder that would build residences there would build the
12 type of residences that would devalue the rest of the
13 residential areas that are adjacent there to it.

14 Let's talk about a few things that we talked
15 about. Y'all know what I'd call a red herring. For
16 example, drainage. Y'all know that the city attorney will
17 not let one gallon of water come off of that property that
18 will impact the neighborhood. As a matter of fact, the
19 requirement is no more will come off of it today than -- I
20 mean, after they build it than it does today. That's the
21 city engineer's problem. That doesn't really come into
22 consideration on this.

23 I know we've heard a lot of talk about this
24 business about restaurants. Sharon pines about restaurants.
25 But we can't have restaurants there. You can't put a

1 restaurant there because you don't have the kind of parking
2 you need there. There's not going to be any kind of
3 restaurants there. They're trying to tell you we're going
4 to have Wal-Marts there. You all know this small piece of
5 property.

6 This small piece of property, to hear them
7 talk, this is going to turn that area into New York City.
8 That little small couple of acres of property is not going
9 to turn this area any different than it is right now.

10 And let me make that point. They're saying
11 surrounded by residential. Look at one of these maps here,
12 and you'll see what Jacques Pucheu has done down behind all
13 the buildings he's put down to the south. Behind those
14 buildings, he's got his residential area. He's building
15 half million dollar houses in there, and there's no more
16 room to build any more. They're grabbing them up as fast as
17 you can right behind his commercial development.

18 MR. PEMBERTON: I think we've reached our three
19 minutes.

20 MR. WILLIAMS: Thank you. Appreciate it.

21 MR. GILLESPIE: Thank you.

22 MR. WILLIAMS: Commissioners, you've heard
23 both sides of it. I know there's going to be some questions
24 and things, so we can begin asking the staff questions or
25 asking the applicant or anyone that spoke any questions. So

1 y'all go ahead.

2 MR. PEMBERTON: I think a fews things I just
3 want to point out on taking notes from both sides.

4 One thing for us to think about that's very
5 important is that, and it was in the writeup that the staff
6 gave us, is the city's comprehensive plan. It does show
7 this property as a commercial property on the city's
8 comprehensive plan, I think it was 2002-ish, give or take.
9 So that's something to keep in consideration.

10 I want to address the whole restaurant thing.
11 Just because you have take-out or curbside pickup does not
12 change the parking requirements that are needed for a
13 restaurant.

14 Cory, you can correct me if I'm wrong, but
15 I've built a lot of restaurants. It's one for every 50
16 square of feet of sit-down customer space, you have to have
17 one parking spot. It doesn't matter if it's take-out,
18 sit-down, whatever. Am I accurate in that?

19 MR. LONG: Pretty close. Then there's also
20 the (inaudible).

21 MR. PEMBERTON: Yeah. And there's more
22 strict requirements. That's just like the bare minimum.

23 So that site, in all honesty, just to ease
24 everybody's mind, it's just about impossible to have a
25 restaurant there.

1 I've built for a lot of franchises, and
2 there's not a single franchise or any restaurant I know of
3 that would go on that site because of egress and ingress.
4 It's just almost impossible to make it work from a business
5 standpoint.

6 So I want to, you know, just mention that.

7 And then drainage, traffic, all that, that's
8 not for what we're here to decide about. That's what you
9 guys do with the engineering and how the drainage is going
10 to be designed. I mean, I'm sure that they can come up with
11 some whatever it is, pavers, you know, or pervious, couldn't
12 spit that out, pervious pavers so that would slow down the
13 fast drainage on the top. There's ways to address that that
14 I feel can be done in a good manner with the engineering and
15 planning and building department.

16 And lastly, I would say as a builder in many
17 scenarios, if I was going to build a house on that lot, I'd
18 build about 20 low income houses because that's about the
19 only thing that would survive on that because you're not
20 going to build half million dollar to a million dollar house
21 on that property and anybody want it.

22 MR. WILLIAMS: All right. Thank you, sir.

23 B.J.?

24 MR. SELLERS: Whoever will come speak for the
25 applicant, but I'm sure the question is going to come up and

1 I would think in most of our commissioners' minds, but will
2 you consider a lesser zoning below a B-1 such as R-B?

3 MR. GILLESPIE: To R-B?

4 MR. SELLERS: Yes, sir.

5 MR. GILLESPIE: I'd have to ask Ms. Myers
6 that, to R-B.

7 (Confers with Ms. Myers.)

8 MS. MYERS: Yes, sir.

9 MR. SELLERS: Thank you.

10 MS. ADOLPH: What was the answer?

11 MR. PEMBERTON: Yes, she would. I think
12 that's a good --

13 Have any discussion, can we make a motion to
14 recommend residential business?

15 MR. WILLIAMS: Commissioners, y'all have any
16 others? All right. Yeah, because we're at a point where we
17 make a motion and if that's part of it, then we can do it.

18 MR. PEMBERTON: I'd like to make a motion
19 Case Number 2210PC191 to rezone it as R-B residential
20 business.

21 MR. SELLERS: Second.

22 MR. WILLIAMS: We've got a motion and second
23 to rezone this as R-B, to allow the R-B zoning instead of
24 what the applicant had initially requested. So any further
25 discussion on that?

1 I just look at this, and when it came up
2 before, kind of the same thought process and everything
3 else. So this is probably more in line with what it would
4 be and what that last discussion was months ago.

5 All right. So we've got a motion on the
6 floor to approve this as an R-B, rezoning for an R-B. All
7 those in favor signify by saying aye. Any opposed? Coach?

8 (Jones nay.)

9 MR. WILLIAMS: All right. So it's been
10 approved for R-B. All right? Thank you. Appreciate it.

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1 BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2
3 2210PC191
4
5

6 COURT REPORTER'S CERTIFICATE
7

8 I, Norma Jean Ladner Soroe, Certified Shorthand
9 Reporter, do hereby certify that to the best of my skill and
10 ability I have reported the hearing held before the City of
11 Gulfport Planning Commission and that the foregoing 71 pages
12 constitute a true and correct transcription of said hearing
13 held on the 27th day of October 2022.

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

19 Witness my signature this the 9th day of November
20 2022.
21
22

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: December 6, 2022

Re: Ordinance - rezoning a tax parcel from T3 (Sub-Urban Zone) to T4+ (General Urban Zone "Plus") - located at 1285 Spring Street - Case # 2210PC192 - Ward 4.

Zoning Map Amendment 2210PC192, by agent Schwartz, Orgler & Jordan, PLLC, tax parcels 1010E-02-008.000 & 1010E-02-008.001, Requests to rezone property from T3 (Sub-Urban Zone) to T4+ (General Urban Zone "Plus"), 1285 Spring St, Ward 4

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Cory Long, Planning Administrator
Urban Development Department

Date: November 23, 2022

Re: Zoning Map Amendment 2210PC192, by agent Schwartz, Orgler & Jordan, PLLC, tax parcels 1010E-02-008.000 & 1010E-02-008.001, Requests to rezone property from T3 (Sub-Urban Zone) to T4+ (General Urban Zone "Plus"), 1285 Spring St, Ward 4

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Pemberton

Second: Mr. Sellers

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

Action: Motion was carried unanimously.

Speaking for the Petition:

1. Jordon Mathews

Speaking against the Petition: None

On October 27, 2022, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for December 6, 2022.

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2210PC192

Hearing Date: October 27, 2022

Current Zoning/Use: T3 / Vacant lot and Commercial structure

Legal: Zoning Map Amendment 2210PC192, by agent Schwartz, Orgler & Jordan, PLLC, tax parcels 1010E-02-008.000 & 1010E-02-008.001, Requests to rezone property from T3 (Sub-Urban Zone) to T4+ (General Urban Zone "Plus"), 1285 Spring St, Ward 4

TECHNICAL DETAILS

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

When requesting rezoning of real property, **an applicant must prove, by clear and convincing evidence**, one of the following:

1. That there was a mistake in the original zoning, or
2. That the character of the neighborhood has changed to such an extent as to justify reclassification, **and** that there was a public need for rezoning.

The applicant requests to rezone approximately 32,343 square feet of property from T3 (Sub-Urban Zone) to T4+ (General Urban Zone "Plus") zone. Currently, the property is being used as a commercial structure with medical offices use. More specifically, Gulf Coast Pediatric Care has a current active business license in our system. The current zoning does not allow for this use or the expansion of it, as is mentioned as a need in the application.

According to the City's 2002 Comprehensive Plan, this area was intended to become medium density residential in the future land use plan. The future land use of residential is shown for these properties when overlaying the future land use plan to the current city geography (see attached map).

The applicant has chosen change in character and public need as the justification for change of the current zoning district:

1. Mistake or error is not addressed by the applicant.



Technical Report

Zoning Map Amendment

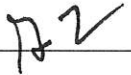
2. The applicant addresses Character of the Neighborhood changing through descriptions of properties in the neighborhood and showing other businesses exist. Description of public need are provided and include statements about growth in the City of Gulfport's population and migration away from metropolitan areas.

EXECUTIVE SUMMARY

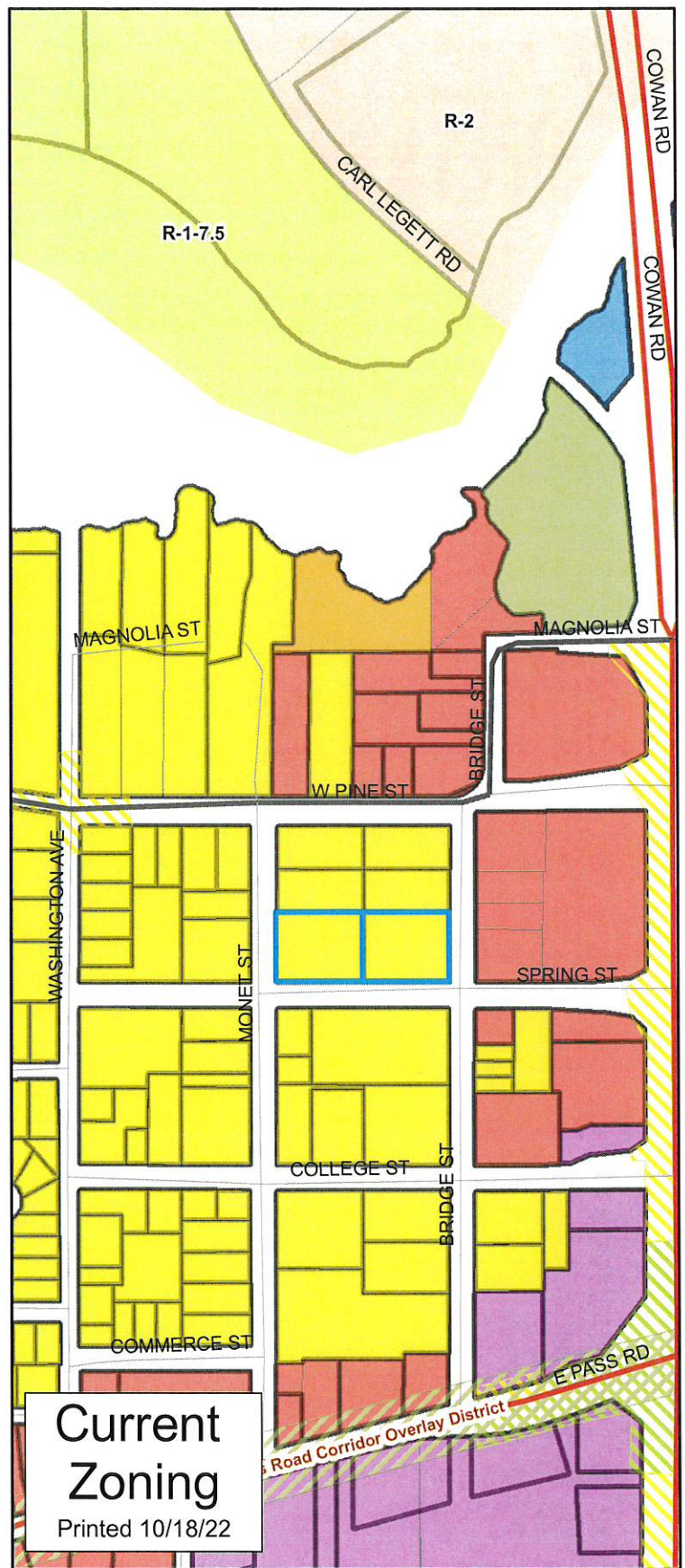
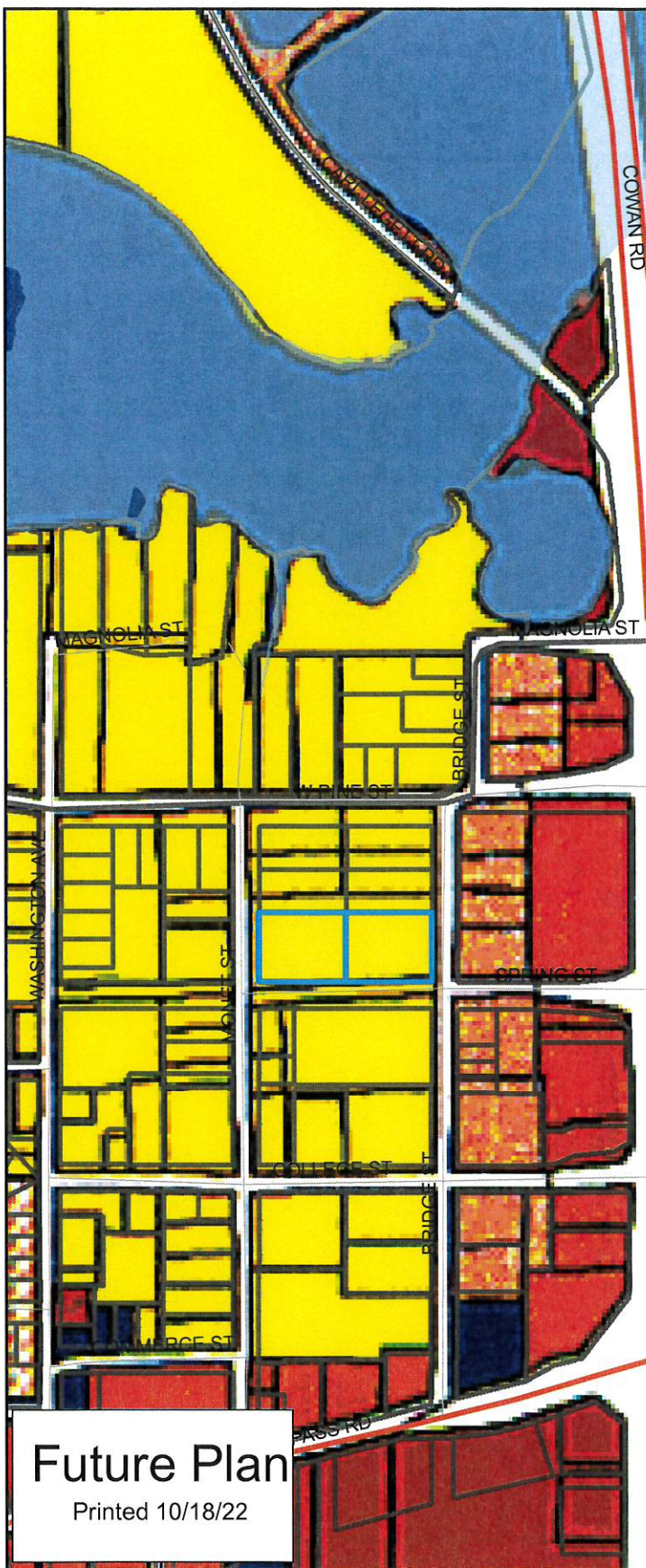
The future plan of the City's growth indicated that continuing this residential use was in the future. The building predates the SmartCode Zoning Ordinance. However, the previous zoning of properties was R-O (Residence-office) and would allow for a medical office / clinic use. Being non-conforming, this building is placed in a position of being limited to only 10 percent of its value when it comes to the cost of repairs or renovations.

DIRECTOR APPROVAL

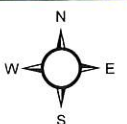
This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



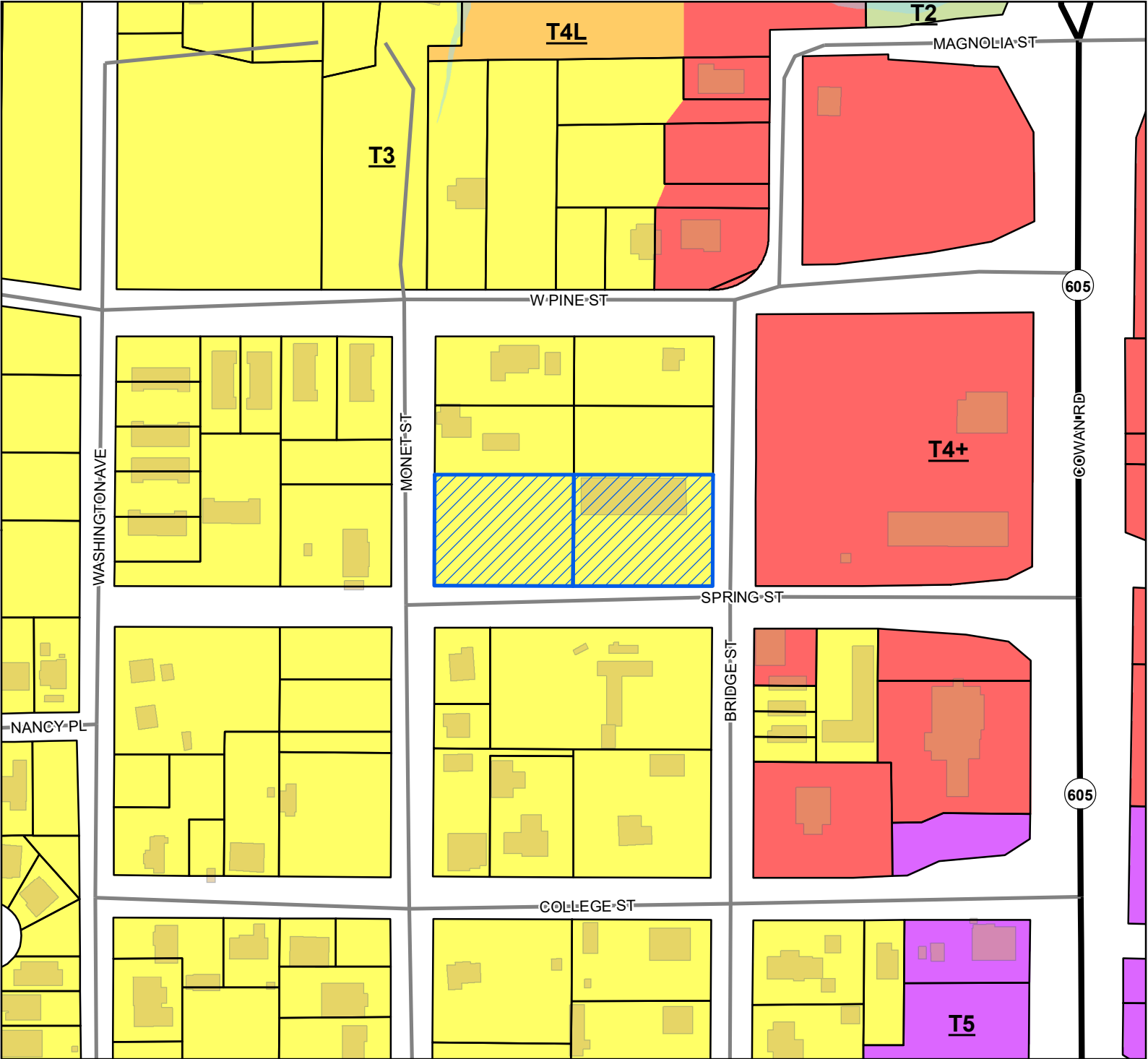
-  Principal Arterial
-  Collector
-  Minor/Residential
-  Water Features
-  Parcels



1 inch = 400 feet

DATA DISCLAIMER:

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



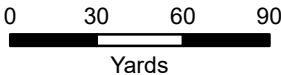
- Site
- US or State Highway
- Street
- Parcels
- Buildings
- Water Features

Smart Code

- T5
- T4+
- T4L
- T3
- T2

Site Information

1010E-02-008.000
1010E-02-008.001
Zoning: T3 (Sub-Urban Zone)
Size: 32,343 Sqft
Flood: X



1 inch = 200 feet



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



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

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

Property Information

TAX PARCEL #

1	0	1	0	E

 -

0	2

 -

0	0	8

 •

0	0	0

For Staff Use Only

Case File #: 2210PC192

Date Received: 9-7-22

Receipt #: _____

Received By: _____

Zoning: T3

Ward: 4 Flood: X

(If necessary, use separate sheet of paper)

Address of Property Involved: 1285 Spring Street

Lot(s) Pt Lots 6-8, Block(s) Blk 2, Subdivision Monet Survey

General Location: .735 acre lot on the Corner of Spring St and Bridge St

GENERAL DESCRIPTION OF REQUEST:

The applicant requests the land use classification be changed from T3 to T4+, and for the zoning map to be amended accordingly.

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

Hammond Holdings LLC

Printed Name Of Owner
P.O. Box 990

Mailing Address
Montrose AL 36559

City State Zip code
251-232-1518 n/a

Home Phone Work/Cell Phone
ahammond@gcpc-ms.com

Email
Signature Of Owner

AGENT

Schwartz, Orgler & Jordan, PLLC

Printed Name Of Agent
2355 Pass Road

Mailing Address
Biloxi MS 39531

City State Zip code
228-388-7441 n/a

Home Phone Work/Cell Phone
robert@sojlaw.net

Email
Signature Of Agent

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

☐

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



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

For Staff Use Only

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

Property Information

TAX PARCEL #

1	0	1	0	E

 -

0	2

 -

0	0	8

 •

0	0	1

Case File #: _____

Date Received: _____

Receipt #: _____

Received By: _____

Zoning: _____

Ward: _____ Flood: _____

(If necessary, use separate sheet of paper)

Address of Property Involved: 0 Spring Street, Gulfport, MSLot(s) Pt. 8-10, Block(s) Square 2, Subdivision Monet's SurveyGeneral Location: 0.735 acre lot at the corner of Monet St and Spring St**GENERAL DESCRIPTION OF REQUEST:**

The applicant requests the land use classification be changed from
T3 to T4+, and for the zoning map to be amended accordingly.

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

Springbridge Properties II, LLC

Printed Name Of Owner

2304 19th Street, Ste 203

Mailing Address

Gulfport, MS 39501

City

State

Zip code

228-896-9008

n/a

Home Phone

Work/Cell Phone

lwaynetisdale@gmail.com

Email

Signature Of Owner

AGENT

Schwartz, Orgler & Jordan, PLLC

Printed Name Of Agent

2355 Pass Road

Mailing Address

Biloxi MS 39531

City

State

Zip code

228-388-7441

n/a

Home Phone

Work/Cell Phone

robert@sojlaw.net

Email

Signature Of Agent

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

☐

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

STATE OF MISSISSIPPI
COUNTY OF HARRISON

AFFIDAVIT

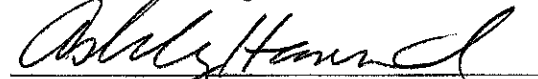
PERSONALLY APPEARED BEFORE ME, Ashley Hammond, who being first duly sworn states as follows:

1. I am the managing member of Hammond Holdings LLC, an Alabama Limited Liability Company, and have full authority to act on behalf of Hammond Holdings LLC to execute this Affidavit.
2. Hammond Holdings LLC hereby nominates and appoints the firm, Schwartz, Orgler & Jordan, PLLC and its lawyers, including Robert T. Schwartz, as its agents for all purposes related to the Application for Zoning Map Amendment/Land Use Reclassification.
3. Schwartz, Orgler & Jordan, PLLC, and its lawyers, hereby have authority to submit said application and speak on behalf of Hammond Holdings LLC at any hearings on the same as required by the City of Gulfport.
4. This Affidavit is executed for the specific purposes of satisfying the City of Gulfport's Application Requirements subsection C on page 4 of the Application for Zoning Map Amendment/Land Use Reclassification.

Further affiant sayeth not.

WITNESS MY SIGNATURE, this the 1st day of September, 2022.

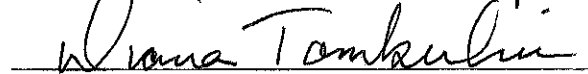
Hammond Holdings LLC



By: Ashley Hammond

Its: Managing Member

Sworn to and subscribed before me on this the 1 day of September, 2022.



NOTARY PUBLIC

My commission expires: 5-11-2025
(SEAL)

STATE OF MISSISSIPPI
COUNTY OF HARRISON

AFFIDAVIT

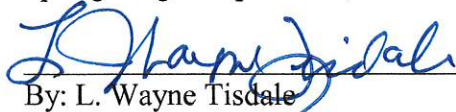
PERSONALLY APPEARED BEFORE ME, L. Wayne Tisdale, who being first duly sworn states as follows:

1. I am a duly authorized representative and member of Springbridge Properties II, LLC, and have full authority to act on behalf of Springbridge Properties II, LLC to execute this Affidavit.
2. Springbridge Properties II, LLC hereby nominates and appoints the firm, Schwartz, Orgler & Jordan, PLLC and its lawyers, including Robert T. Schwartz, as its agents for all purposes related to the Application for Zoning Map Amendment/Land Use Reclassification.
3. Schwartz, Orgler & Jordan, PLLC, and its lawyers, hereby have authority to submit said application and speak on behalf of Springbridge Properties II, LLC at any hearings on the same as required by the City of Gulfport.
4. This Affidavit is executed for the specific purposes of satisfying the City of Gulfport's Application Requirements subsection C on page 4 of the Application for Zoning Map Amendment/Land Use Reclassification.

Further affiant sayeth not.

WITNESS MY SIGNATURE, this the 29 day of August, 2022.

Springbridge Properties II, LLC


By: L. Wayne Tisdale
Its: Authorized Agent/Partner

Sworn to and subscribed before me on this the 29th day of August, 2022.


My commission expires:
(SEAL)
NOTARY PUBLIC

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

Re: Parcel Nos. 1010E-02-008.000 & 1010E-02-008.001; Rezoning from T3 to T4+

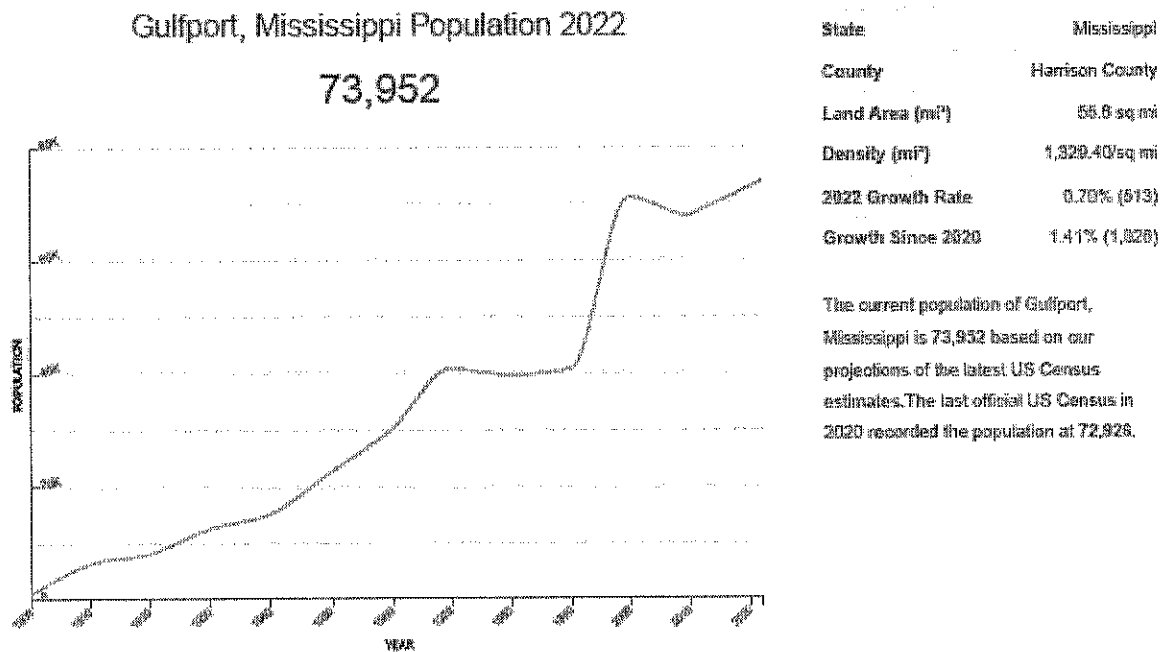
Hammond Holdings LLC is the owner of Harrison County Ad Valorem Tax Parcel No. 1010E-02-008.000. Springbridge Properties II, LLC is the owner of Harrison County Ad Valorem Tax Parcel No. 1010E-02-008.001 (the two parcels are collectively referred to herein as "subject property") (Hammond Holdings LLC and Springbridge Properties II, LLC are collectively referred to herein as "Owners"). A true and accurate copy of the vesting deeds to the subject property are attached hereto. The subject property was subdivided in 2008. Prior thereto, the same were one parcel. A recorded copy of the certificate of resubdivision is attached hereto. The subject property is currently zoned T3.

The owners desire to have the subject property rezoned from T3 to T4+. The subject property has been used for many uses over the years, including medical offices (Gulf Coast Pediatric Care). The current use of the subject property is non-conforming, and therefore, this application is being filed to bring the parcel into compliance. The existing use predates smartcode, and therefore, has been allowed to continue its non-conforming use since smart codes' adoption. Further, Springbridge Properties II, LLC desires to develop (or cause to be developed) a portion of the subject property into a physical rehabilitation facility, which is classified as a medical clinic under the applicable zoning code. A medical clinic is allowed by right in a T4+ zone. The subject property is an appropriate T4+ property, as T4+ allows for commercial and residential uses, which is consistent with the neighborhood, and would serve as a natural buffer and transition zone between Cowan-Lorraine commercial development and the residential properties to the west.

The property owner's request should be granted, as the character of the neighborhood has changed to such an extent to justify reclassification. A review of the historical imagery for the surrounding neighborhood shows significant change. Attached hereto are a series of historical aerial images of the neighborhood. The images range from 1992 to 2022. Over the course of that 30 year period, there has been significant, and continued, development of this section of the Cowan-Lorraine corridor. This is one of the fastest growing commercial sectors in Gulfport. The property directly to the east (Parcel No. 1010E-02-001.000) is zoned T4+, which includes the following commercial uses: a Memorial Physicians Clinic, Woody's Roadside Gulfport, QDOBA Mexican Eats, Dominos Pizza, the Paper Moon, the Yoga Barre, Chillville Creamery, etc. All of the aforementioned businesses have been added in recently, which is further evidence of the extensive change in the character of this neighborhood. Additionally, within the last year, Parcel No. 1010E-01-003.000 was rezoned and is being developed as a mixed use condominium and commercial development.

Further, the property owners' request should be granted as there is a public need for the property to be rezoned. The City of Gulfport's population is growing at an estimated rate of .70% annually.¹ Furthermore, the post-pandemic trends suggest that communities like Gulfport, Mississippi could be the beneficiary of a migration away from more expensive, metropolitan areas.² "On the whole it is clear that people are moving from more expensive places to less expensive places, which was true before the shock of COVID, but accelerated post-pandemic and became a clearer broad trend." *Id.* "Different sets of factors appear to explain growth in areas that saw faster population growth. One theory is that vacation towns have seen significant growth in demand, as remote work allows year-round living in places with desirable amenities but fewer skilled job opportunities." *Id.* The increase in population in Gulfport has led to an increased need for T4+ properties. The current and future mixed use of the subject property, which includes medical clinics, address the public need for more accessible healthcare and other businesses.

Gulfport, Mississippi Population 2022



Gulfport is a city located in Harrison County Mississippi. Gulfport has a 2022 population of 73,952. Gulfport is currently growing at a rate of 0.70% annually and its population has decreased by since the most recent census, which recorded a population of 72,926 in 2020.

¹worldpopulationreview.com

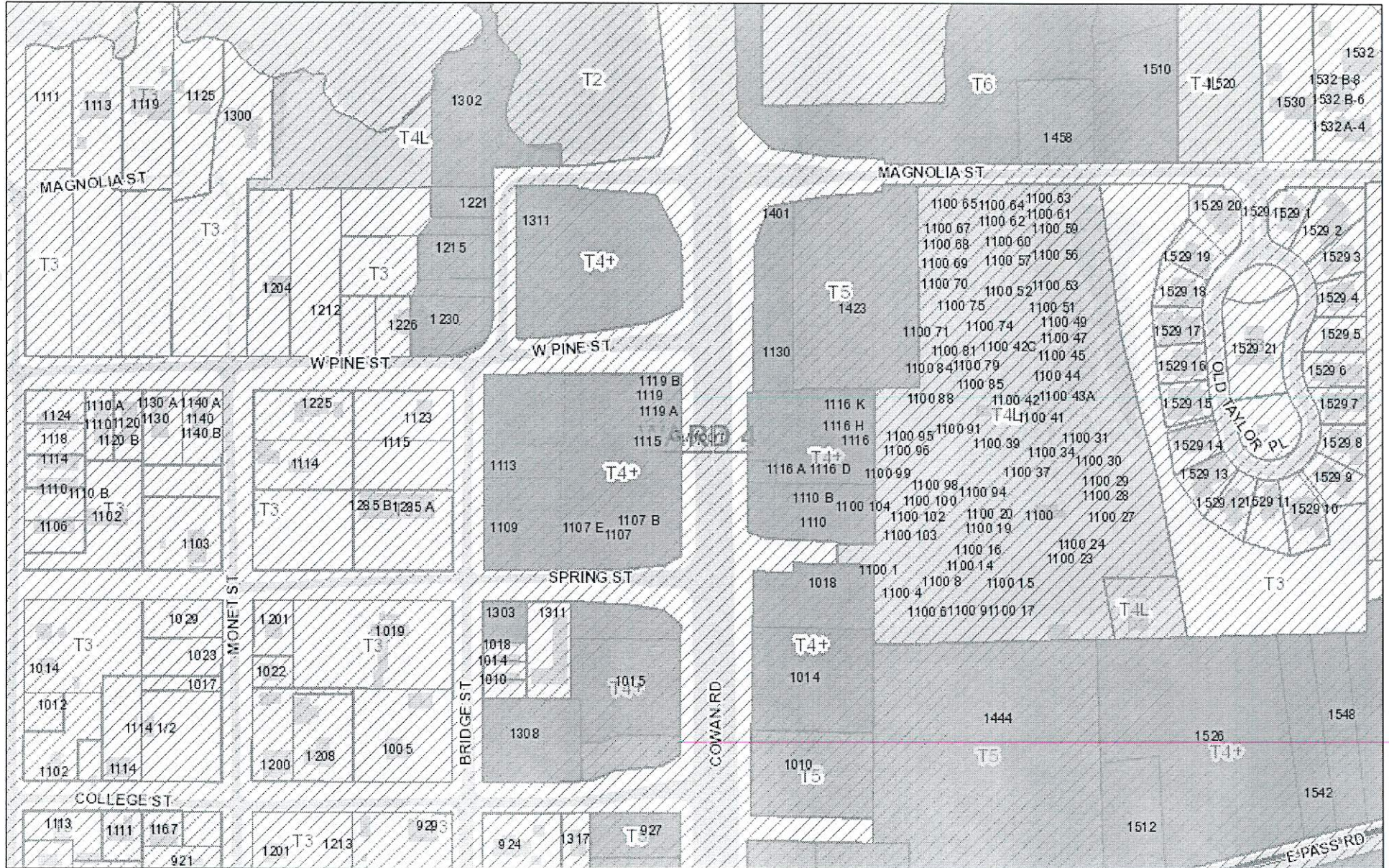
²<https://eig.org/how-remote-work-is-shifting-population-growth-across-the-u-s/>

The neighboring property owners are as follows:

1. Samuel E. Cutrer - P.O. Box 7265, Gulfport, MS 39507
2. Steven D. Peters - 37 Compass Point Way S #425, Inlet Beach, FL 32461
3. Angelyn K. Moultrie-Lizana and Oren K. Lizana as Trustees of the Angelyn K. Moultrie-Lizana and Oren K. Lizana Revocable Trust - 2290 Westwind Way, Signal Hill, CA 90755
4. Habitat for Humanity of MGC - 2214 34th St, Gulfport, MS 39501
5. Dedeaux Utility Co, Inc. - 1317 24th Ave, Ste C, Gulfport, MS 39501
6. Christine D. McBride - 109 South Kerns Dr, Gulfport, MS 39503
7. Rick A. Semetis - 1201 Spring St, Gulfport, MS 39507
8. Earl Williams - 1019 Bridge St, Gulfport, MS 39506
9. DLMS LLC - 1303 Spring Street, Gulfport, MS 39507

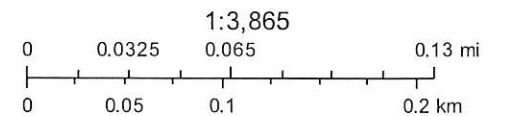
In the event the instant request is granted: (1) Parcel No. 1010E-02-008.000 will continue its existing use, and be in compliance with smartcode, and (2) 1010E-02-008.001 would be developed into a physical rehabilitation facility, which will be in a very similar design and layout to the improvements on Parcel No. 1010E-02-008.000. The Owner of 1010E-02-008.001 would estimate the project to be developed within a year of zoning approval.

1010E-02-008.001



August 30, 2022

- | | | | | |
|--------------------|--------------------|----------------|--------------|--------|
| Streets | Interstate Highway | Minor Arterial | Parcels | Hybrid |
| County Streets | Principal Arterial | Military | Buildings | Wards |
| <all other values> | Collector | Address Points | Hybrid Zones | |



1992

Legend

- Feature 1
- Feature 2
- Feature 3
- Regions Bank
- Rouses Market

Blow fly Inn

My Brother's Keeper

Captain Al's Steak & Sea

Magnolia St

W Pine St

Bin 605 Fine Wine & Spirits
Woody's Roadside Gulfport

Spring St

Regions Bank

College St

Rouses Market

CVS

E Pass Rd

Monet St

Google Earth

Image © U.S. Geological Survey

800 ft



1996

Blow fly inn

My Brother's Keeper

Magnolia St

Captain Al's Steak & Sea

W Pine St

Bin 605 Fine Wine & Spirits
Woody's Roadside Gulfport

Spring St

Regions Bank

College St

Rouses Market

CVS

E Pass Rd

Google Earth

Image U.S. Geological Survey

Legend

- Feature 1
- Feature 2
- Feature 3
- Regions Bank
- Rouses Market



800 ft

2003

Legend

- Feature 1
- Feature 2
- Feature 3
- Regions Bank
- Rouses Market

Blow fly Inn

My Brother's Keeper

Captain Al's Steak & Sea

Magnolia St

W Pine St

Bin 605 Fine Wine & Spirits
Woody's Roadside Gulfport

Spring St

Regions Bank

College St

Rouses Market

CVS

E Pass Rd

Monet St

Google Earth

Image © 2022 Maxar Technologies



800 ft

2007

Legend

- Feature 1
- Feature 2
- Feature 3
- Regions Bank
- Rouses Market



Google Earth

Image: USDA/IFAC/CEG

2013

Blow fly inn

My Brother's Keeper

W Pine St

Bin 605 Fine Wine & Spirits

Woody's Roadside Gulfport

Spring St

Regions Bank

College St

Rouses Market

CVS

E Pass Rd

Google Earth

Legend

- Feature 1
- Feature 2
- Feature 3
- Regions Bank
- Rouses Market



800 ft

2022

Blow fly inn

My Brother's Keeper

W Pine St

Spring St

Regions Bank

College St

Monet St

Cowan Rd

Magnolia St

Captain Al's Steak & Sea

Bin 605 Fine Wine & Spirits
Woody's Roadside Gulfport

Rouses Market

E Pass Rd

CVS

Legend

- Feature 1
- Feature 2
- Feature 3
- Regions Bank
- Rouses Market

Google Earth

800 ft





1st Judicial District
Instrument 2007 8056 D -J1
Filed/Recorded 8 10 2007 3 49 P
Total Fees 12.00

2 Pages Recorded

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, I, the undersigned, PATRICIA GAIL JONES, do hereby sell, convey and warrant unto SPRINGBRIDGE PROPERTIES II, LLC, a Mississippi Limited Liability Company, the following described property, lying and being situated in the First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:



Square Number Two (2), less and except the North 200 feet thereof, according to the Monet Survey of the Town of Handsboro, recorded in Book 7, page 325 of the record of Deeds of Harrison County, Mississippi, said square being bounded on the north by Pine Street, east by Bridge Street, south by Spring Street and west by Monet Street and located in the SW 1/4 of the SE 1/4 of Section 30, Township 7 South, Range 10 West; together with all improvements thereon and all appurtenances thereunto belonging.

This conveyance is subject to all recorded easements, rights of way, mineral reservations and restrictive covenants applicable to the subject property.

AD VALOREM TAXES for the year 2007 are to be pro-rated at closing and assumed by the Grantee herein.

WITNESS THE SIGNATURE of the Grantor on this the 1st day of August, 2007.


PATRICIA GAIL JONES

STATE OF FLORIDA

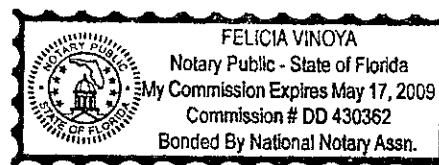
COUNTY OF Duval

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, on this the 1st day of August, 2007, the within named PATRICIA GAIL JONES, who acknowledged to and before me that she signed, executed and delivered the above and foregoing instrument of writing on the date first above written as her voluntary act and deed.

Felicia Vinoya
NOTARY PUBLIC

My Commission Expires:

May 17 2009



Indexing Instructions:

SW 1/4 of the SE 1/4 of Section 30, Township 7 South, Range 10 West

Grantor's Address:

11718 Magnolia Falls Drive
Jacksonville, Florida 32258
904/886-3364

Grantees' Address:

1311 Spring Street, Suite B
Gulfport, Mississippi 39507
228/896-9908

Prepared by and return to:

G. MARTIN WARREN, JR., Attorney
P. O. Box 37
Gulfport, MS 39502
Tel: 228/897-9975
Fax: 228/897-9976
gmwjw@warrenlawoffices.com

RETURN TO:
GILLESPIE TITLE COMPANY, LLC
P.O. BOX 740
GULFPORT, MS 39502-0740
228-864-4542

Page 2 of 2



1st Judicial District
Instrument 2021 6062 D - J1
Filed/Recorded 5/ 5/2021 03:50 P
Total Fees \$ 26.00
3 Pages Recorded

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

File# 210738

Indexing Instructions:
pt of Lots 6-8, inclusive, Square 2
Monet's Survey, Sec. 30-7-10, Harrison
County, Ms.

STATE OF MISSISSIPPI

COUNTY OF HARRISON

WARRANTY DEED

THAT FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged,

SPRINGBRIDGE PROPERTIES II, LLC
a Mississippi limited liability company
2304 19TH STREET SUITE 203
GULFPORT, MS 39501
228-896-9008

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

HAMMOND HOLDINGS LLC,
a Alabama limited liability company,
P. O. BOX 990
MONTROSE, AL 36559
251-232-1518

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

See attached Exhibit "A" for legal description being made a part hereto.

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

Our File Number 210738,

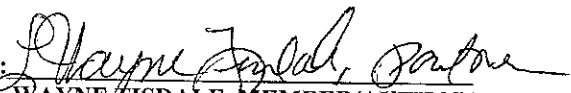
2

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

THIS CONVEYANCE is also subject to Zoning and/or other land use regulations promulgated by federal, state or local governments affecting the use or occupancy of the subject property.

IN WITNESS WHEREOF, SPRINGBRIDGE PROPERTIES II, LLC, a Mississippi limited liability company has caused this conveyance to be executed by its duly authorized officer, he having first been duly authorized to do so, on this the 3rd day of May, 2021.

SPRINGBRIDGE PROPERTIES II, LLC
a Mississippi limited liability company

BY: 
L. WAYNE TISDALE, MEMBER/AUTHORIZED AGENT

STATE OF MISSISSIPPI

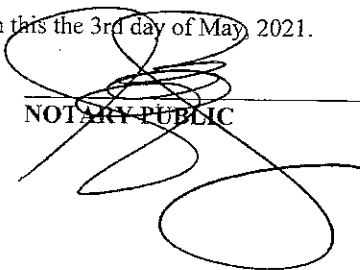
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority of law in and for this jurisdiction, the within named L. WAYNE TISDALE, who acknowledged to me that he is the MEMBER/AUTHORIZED AGENT of SPRINGBRIDGE PROPERTIES II, LLC, a Mississippi limited liability company and that for and its behalf and as its act and deed he signed and delivered the foregoing instrument of writing on the day and year therein mentioned, he having been first duly authorized to do so.

GIVEN under my hand and official seal on this the 3rd day of May, 2021.

(SEAL)

My Commission Expires:


NOTARY PUBLIC



Our File Number 210738,

3

EXHIBIT A
LEGAL DESCRIPTION

Parcel M2B of the Certification of Resubdivision as recorded in 2008-9503-D-J1, and being described as follows;

Parcel M2B: A part of Lots 6 through 8, inclusive, Square 2, Monet's Survey, Section 30, Township 7 South, Range 10 West as per the plat or map of which is on record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi in Deed Book 7 at Page 325 and being more particularly described as follows:

Commencing at an iron pipe marking the NE corner of Square 2 of the Monet's Survey and thence run South 00 degrees 19' 15" West along the west margin of Bridge Street a distance of 200.12 feet, more or less, to the POINT OF BEGINNING; thence from said point of beginning, continue South 00 degrees 19' 15" West along said west margin a distance of 160.00 feet to an iron rod found; thence South 89 degrees 41' 44" West along the north margin of Spring Street a distance of 200.00 feet to a P.K. nail set; thence North 00 degrees 19' 15" East a distance of 160.00 feet to an iron rod set; thence North 89 degrees 41' 44" East along the south line of property now or formerly of Devun and Kinney a distance of 200.00 feet to the point of beginning. Having an area of 31998.1 square feet or 0.735 acres, more or less. Subject to a non-exclusive perpetual easement reserved across the west 15 feet of the south 67 feet of the above described parcel M2B for the purposes of ingress and egress to Parcel M2A lying west of said adjacent parcel M2B.

CERTIFICATE OF RESUBDIVISION



1st Judicial District
Instrument 2008 9503 D -J1
Filed/Recorded 11 12 2008 9 20 A
Total Fees 15.00
3 Pages Recorded

PAGE 1 OF 3

In accordance with Section 9-48 of the Code of Ordinance (Subdivision Regulations) of the City of Gulfport as amended, it is hereby certified that the Gulfport City Planning Commission Chairman and Gulfport City Council have reviewed and approved this Final Plat for the Resubdivision of an unnamed parcel in Section 30, Township 7 South, Range 10 West, into Parcels M2A and M2B. The subject property is generally described as being located North of Spring Street, East of Monet Street and West of Bridge Street. The ad valorem tax parcel number of the subject property is 1010E-02-008.000. The book and page number of the current deed (doc.#2007-8056-D-J1). The Case File Number is 0809PC188.

LEGAL DESCRIPTION OF LAND PRIOR TO THIS RESUBDIVISION:

Square Number Two (2), less and except the North 200 feet thereof, according to the Monet Survey of the Town of Handsboro, recorded in Book 7, page 325 of the record of Deeds of Harrison County, Mississippi, said square being bounded on the North by Pine Street, east by Bridge Street, south by Spring Street and west by Monet Street and located in the S.W. 1/4 of the S.E. 1/4 of Section 30, Township 7 South, Range 10 West, together with all improvements thereon and all appurtenances thereunto belonging.

LEGAL DESCRIPTIONS OF THE 2 PARCELS CREATED BY THIS RESUBDIVISION:

LEGAL DESCRIPTION OF PARCEL M2A AS PER SURVEY:

A part of Lots Eight (8) through Ten (10), Square Two (2) of the MONET'S SURVEY, Section 30, Township 7 South, Range 10 West as per the plat or map of which is on record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi in Deed Book 7 at page 325 and being more particularly described as follows:

Commencing at an iron pipe marking the Northeast (N.E.) corner of Square Two (2) of the MONET'S SURVEY and thence run South 00 degrees 19 minutes 15 seconds West along the West margin of Bridge Street a distance of 200.12 feet, more or less to an iron rod set; thence South 89 degrees 41 minutes 44 seconds West along the South line of Property now or formerly of Devun and Kinney a distance of 200.00 feet to an iron rod set for the POINT OF BEGINNING; thence from said point of beginning, South 00 degrees 19 minutes 15 seconds West a distance of 160.00 feet to a P.K. nail set on the North margin of Spring Street; thence South 89 degrees 41 minutes 44 seconds West along said North margin a distance of 200.00 feet to an iron rod set on the East margin of Monet Street; thence North 00 degrees 19 minutes 15 seconds East along said East margin a distance of 160.00 feet to an iron rod set; thence North 89 degrees 41 minutes 44 seconds East along the South line of property now or formerly of Cutrer a distance of 200.00 feet to the point of beginning, having an area of 31998.1 square feet, or 0.735 acres or more or less. Subject to a non-exclusive perpetual easement reserved across the East Eleven feet (11') of the South Sixty-Seven feet (67') of above described Parcel M2A for the purpose of ingress and egress to Parcel M2B owned by Springbridge Properties II, LLC, its successors and/or assigns, lying East of and adjacent to Parcel M2A.

LEGAL DESCRIPTION OF PARCEL M2B AS PER SURVEY:

A part of Lots Six (6) through Eight (8), Square Two (2) of the MONET'S SURVEY, Section 30, Township 7 South, Range 10 West as per the plat or map of which is on record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi in Deed Book 7 at page 325 and being more particularly described as follows:

Commencing at an iron pipe marking the Northeast (N.E.) corner of Square Two (2) of the MONET'S SURVEY and thence run South 00 degrees 19 minutes 15 seconds West along the West margin of Bridge Street a distance of 200.12 feet, more or less to the POINT OF BEGINNING; thence from said point of beginning, continue South 00 degrees 19 minutes 15 seconds West along said West margin a distance of 160.00 feet to an iron rod found; thence South 89 degrees 41 minutes 44 seconds West along the North margin of Spring Street a distance of 200.00 feet to a P.K. nail set; thence North 00 degrees 19 minutes 15 seconds East a distance of 160.00 feet to an iron rod set; thence North 89 degrees 41 minutes 44 seconds East a distance of 200.00 feet to the point of beginning, having an area of 31998.1 square feet, or 0.735 acres more or less. Subject to a non-exclusive perpetual easement reserved across the West Fifteen feet (15') of the South Sixty-Seven feet (67') of above described Parcel M2B for the purpose of ingress and egress to Parcel M2A owned by Springbridge Properties II, LLC, its successors and/or assigns, lying West of and adjacent to Parcel M2B.

CERTIFICATE: THIS IS TO CERTIFY THAT I HAVE CAUSED A SURVEY TO BE MADE ON THE ABOVE DESCRIBED PROPERTY, AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

KENNY L. ALSTON
KENNY L. ALSTON, LAND SURVEYOR INC.
4502 KENDALL AVE.
GULFPORT, MS 39507
(228) 864-2645 VOICE AND FAX
NO. PLS-2529
STATE OF MISSISSIPPI

DATE OF FIELD SURVEY: 07/23/2008
REVISED 07/28/2008



0809PC188

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

Ratified and Approved by:

Sherman L. Muths, III
Sherman L. Muths, III (member Springbridge Properties II, LLC)

Eric C. Brown
Eric C. Brown, President-Mississippi Gulf Coast Trustmark National Bank

This 4th day of August 2008

ACKNOWLEDGEMENT

Before me, the undersigned, authorized in and for the State of Mississippi,
County of Harrison, personally appeared Sherman L. Muths, III who acknowledged that HE/SHE accepted this plat and
executed the foregoing certificate and dedication for the purpose therein set forth. *(member Springbridge II, LLC)
Darryl A. McBride
NOTARY PUBLIC
My Commission Expires: _____

ACKNOWLEDGEMENT

Before me, the undersigned, authorized in and for the State of Mississippi,
County of Harrison, personally appeared the undersigned Eric C. Brown who acknowledged that HE/SHE accepted this plat and
executed the foregoing certificate and dedication for the purpose therein set forth. ** President - Mississippi Gulf Coast Trustmark National Bank
Darryl A. McBride
NOTARY PUBLIC
My Commission Expires: _____

This Certificate of Resubdivision has been prepared by Kenny Lenz, Asst. Land Surveyor Inc.

PLANNING COMMISSION

Submitted to and approved by the Gulfport City Planning Commission on the 25th day of
September 2008

Ann Stewart
Ann Stewart, Chairman
Gulfport City Planning Commission

Margaret S. Holmes
Deputy Planning Division Administrator
GREG HOLMES

APPROVAL

Submitted to and approved by the City of Gulfport, City Council, at the regular meeting of said Council held on the _____
day of October 2008

Brent Warr
Brent Warr, Mayor

ADOPT

G7
PRESIDENT

The resubdivision plat and Certificate of Resubdivision, having been submitted and approved by the Mayor, this

22 day of October 2008

Brent Warr
Brent Warr, Mayor

0809PC188

MISCELLANEOUS PAYMENT RECPT#: 11473140
CITY OF GULFPORT

GULFPORT, MS 39501

DATE: 09/07/22 TIME: 09:57:00
CLERK: cbrown DEPT:
CUSTOMER#:

COMMENT:

CHG: PZD PLANNING AND ZO 175.00

AMOUNT PAID: 175.00

PAID BY: SCHWARTZ
PAYMENT METH: CHECK

REFERENCE:

AMT TENDERED: 175.00
AMT APPLIED: 175.00
CHANGE: .00

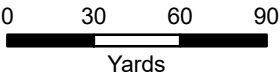
Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
20731	1010E-02-008.000		HAMMOND HOLDINGS LLC (OWNER)	P O BOX 990	MONTROSE	AL	36559
20731	1010E-02-008.000		SCHWARTZ, ORGLER, & JORDAN, PLLC (AGENT)	2355 PASS ROAD	BILOXI	MS	39531
134935	1010E-02-008.001		HAMMOND HOLDINGS LLC (OWNER)	P O BOX 990	MONTROSE	AL	36559
134935	1010E-02-008.001		SCHWARTZ, ORGLER, & JORDAN, PLLC (AGENT)	2355 PASS ROAD	BILOXI	MS	39531
Adjacent Property Owners (2210PC192)							
20727	1010E-02-007.000		PETERS STEVEN D	37 COMPASS POINT WAY S #425	INLET BEACH	FL	32461
20682	1010E-01-006.000		MAGNOLIA PLEX LLC	2208 18TH ST STE B	GULFPORT	MS	39501
20730	1010E-02-009.000		CUTRER SAMUEL E	P O BOX 7265	GULFPORT	MS	39507
20750	1010E-02-020.000		LIZANA OREN KEITH	2290 WESTWIND WAY	SIGNAL HILL	CA	90755
20725	1010E-02-012.000		HABITAT FOR HUMANITY OF MGC	2214 34TH ST	GULFPORT	MS	39501
119943	1010E-01-010.004		WJZD INC	P O BOX 6216	GULFPORT	MS	39507
20693	1010E-01-014.000		FAULK E WARD & CECIL C	1300 MONET ST	GULFPORT	MS	39507
20686	1010E-01-012.000		ANDREWS EMILY ANN BINGHAM	1204 W PINE ST	GULFPORT	MS	39507
20743	1010E-02-022.000		SEMETIS RICK A	1201 SPRING ST	GULFPORT	MS	39507
20748	1010E-02-021.000		MCBRIDE CHRISTINE D	109 SOUTH KERNS DR	GULFPORT	MS	39503
20749	1010E-02-019.000		SANTAMARIA JOSE	1200 COLLEGE ST	GULFPORT	MS	39507
20724	1010E-02-013.000		LIZANA ANGELYN K M & OREN -TRUSTEES	2290 WESTWIND WAY	SIGNAL HILL	CA	90755
105446	1010E-02-025.001		WILLIAMS EARL	1019 BRIDGE STREET	GULFPORT	MS	39506
20742	1010E-02-025.000		GEOTES JOHNNY W & THOMPSON DONALD	1751 MAGNOLIA STREET	GULFPORT	MS	39507
20729	1010E-02-010.000		PETTEY WILLIAM H JR	P O BOX 1326	GULFPORT	MS	39502
83738	1010E-02-014.000		DUET CHRIS	633 ANALII ST	DIAMONDHEAD	MS	39525
20723	1010E-02-011.000		JKA PROPERTIES LLC	1200 COLLEGE ST	GULFPORT	MS	39507
83715	1010E-01-010.000		WJZD INC	P O BOX 6216	GULFPORT	MS	39507
20702	1010E-01-011.000		HANSBORO YACHT CLUB LLC	P O BOX 29	GULFPORT	MS	39502
20736	1010E-02-001.000		DEDEAUX UTILITY CO INC	1317 24TH AVE SUITE C	GULFPORT	MS	39501
20728	1010E-02-006.000		DEFIBAUGH BEN	1123 BRIDGE ST	GULFPORT	MS	39501
20751	1010E-02-015.000		HUDSON TYRONE	1014 WASHINGTON AVENUE	GULFPORT	MS	39507
20741	1010E-02-026.000		SPRINGBRIDGE PROPERTIES LLC C/O GERALD	P O BOX 1506	GULFPORT	MS	39502
121484	1010E-02-026.001		MCDANIEL ANGELA D -TRUSTEE-	1010 BRIDGE STREET	GULFPORT	MS	39507
127316	1010E-02-014.002		CUEVAS HEATH	323 E SECOND ST	LONG BEACH	MS	39560
121486	1010E-02-026.003		GUERRERO MAYRA GARDUNO -ETAL-	1018 BRIDGE ST	GULFPORT	MS	39507
121292	1010E-01-010.005		MARSHALL ELIZABETH & JON BERRY ETAL	16 RIVERS BEND DR	GULFPORT	MS	39507
114046	1010E-01-010.001		DANIELS RIP MICHAEL	1230 W PINE ST	GULFPORT	MS	39507
124337	1010E-01-010.006		WENTWORTH JUDY	1226 W PINE ST	GULFPORT	MS	39507
121485	1010E-02-026.002		COLE CARRIE A	1014 BRIDGE ST	GULFPORT	MS	39507
127315	1010E-02-014.001		WEST PINE APARTMENTS LLC	1106 WASHINGTON AVE UNIT B	GULFPORT	MS	39507

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
121487	1010E-02-026.004	DLMS LLC		1303 SPRING STREET	GULFPORT	MS	39507
130678	1010E-02-011.001	SANGER BRENDAN M		1130 W PINE ST	GULFPORT	MS	39507
83725	1010E-01-019.000	DISMORE MATTHEW B		1119 MAGNOLIA ST	GULFPORT	MS	39507



Legend

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



1 inch = 200 feet



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

D. J.

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:****IPL0093233****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

59.40

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**

October 6, 2022 11:35:41 AM EDT

Amount:

59.40

SCHEDULE FOR AD NUMBER IPL00932330

October 12, 2022

SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00932330**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 PM., Thursday, October 27, 2022 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Zoning Map Amendment 2209PC151, by owners Kenneth & Sherry Simmons, tax parcels 0910N-01-007.000, request to rezone from B-2 (General business) to R-B (Residence business) Ward 4

Resubdivision 2209PC175, by owner Steven Austin, tax parcel 0810N-02-023.000, Divide into two new parcels, 2006 30th Street, Zoned B-2 (General business), Ward 3

Zoning Map Amendment 2204PC077, by owner Gulf Coast Shipyard Realty, LLC, tax parcel 0909F-01-001.002, Request to rezone from I-2 (Heavy Industry) to I-3 (Planned industrial park), 13085 Seaway Rd, Ward 5

Planning Commission Approval 2210PC178, by agent John Dixon, tax parcel 0808L-02-017.000, Request approval to allow a medical dispensary use, 11370 HWY 49 Suite G, Zoned B-4 (Highway business), Ward 7

Zoning Map Amendment 2210PC181, by agent Derek Bjornstad, tax parcel 0711K-03-002.000, Request to rezone property from R-1-7.5 (Single-family) to R-2 (Single-family), 4707 Old Pass Rd, Zoned R-1-7.5 (Single-family), Ward 1

Zoning Text Amendment 2210PC184, by CRC Westside, amends the SmartCode Zoning Ordinance, as amended, Section 1.8.1 Damage Due to Emergency Conditions, Section 4.11.1 Damage Due to Emergency Conditions, and Section 5.12.1 Damage Due to Emergency Conditions.

Planning Commission Approval 2210PC185, by agent Stacy Craig, tax parcel 1007M-01-072.000, Request home occupation for a handyman, 13204 Curtis St, Zoned R-E (Residence estate), Ward 6

Zoning Map Amendment 2210PC186, by agent Ashleigh M. Vignes, tax parcel 0908M-01-010.000, Request to rezone from R-1-10 (Single-family) to B-1 (Neighborhood business), 13499 Dedeaux Rd, Ward 5

Special Exception 2210SE188, by agent Frankie Jackson, tax parcel 0809E-02-004.000, Requests a tattoo parlor use, 10000 Factory Shops Blvd, Suite 235, Zone B-4 (Highway business), Ward 3

Planning Commission Approval 2210PC190, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive body repair, 2601 15th Ave, Zoned B-2 (General business), Ward 3

Zoning Map Amendment 2210PC191, by agent Donovan Scruggs, tax parcels 1009M-03-006.000 & 1009M-03-004.000, Requests to rezone property from R-1-7.5 (Single-family) to B-1 (Neighborhood business), 11451 and 11463 Hillcrest Rd, Ward 4

Zoning Map Amendment 2210PC192, by agent Schwartz, Orgler & Jordan, PLLC, tax parcels 1010E-02-008.000 & 1010E-02-008.001, Requests to rezone property from T3 (Sub-Urban Zone) to T4+ (General Urban Zone "Plus"), 1285 Spring St, Ward 4

This the 5th day of October, 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 T3 (SUB-URBAN ZONE) DISTRICT TO T4+ (GENERAL URBAN ZONE “PLUS”) DISTRICT

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission and City departments, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that ad valorem tax parcel numbers 1010E-02-008.000 and 1010E-02-008.001 which is generally described as being located North of and adjacent to Spring Street, South of West Pine Street, East of and adjacent to Monet Street, and West of and adjacent to Bridge Street, should be rezoned from its present classification of T3 (Sub-Urban Zone) District to T4+ (General Urban Zone “Plus”) District. The Case File Number is 2210PC192; and

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, further find that the applicant in the said Case has demonstrated, by clear and convincing evidence, that a mistake in the original zoning existed or that there has been such a change in the character of the relevant neighborhood and a public need so as to justify the request to rezone the real property identified herein.

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

SECTION 1: That the Official Zoning Map of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, as amended, be and the same is hereby amended to provide that the following legally described property **be rezoned from its present classification of T3 (Sub-Urban Zone) District to T4+ (General Urban Zone “Plus”) District.**

Ad valorem tax parcel number 1010E-02-008.000 is legally described as:

Parcel M2B: A part of Lots 6 through 8, inclusive, Square 2, Monet’s Survey, Section 30, Township 7 South, Range 10 West as per the plat or map of which is on record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi in Deed Book 7 at Page 325 and being more particularly described as follows:

Commencing at an iron pipe marking the NE corner of Square 2 of the Monet's Survey and thence run South 00 degrees 19' 15" West along the west margin of Bridge Street a distance of 200.12 feet, more or less, to the POINT OF BEGINNING; thence from said point of beginning, continue South 00 degrees 19' 15" West along said west margin a distance of 160.00 feet to an iron found; thence South 89 degrees 41' 44" West along the north margin of Spring Street a distance of 200.00 feet to a P.K. nail set; thence North 00 degrees 19' 15" East a distance of 160.00 feet to an iron rod set; thence 89 degrees 41' 44" East along the south line of property now or formerly of Devun and Kinney a distance of 200.00 feet to the point of beginning. Having an area 31998.1 square feet or 0.735 acres, more or less. Subject to a non-exclusive perpetual easement reserved across the west 15 feet of the south 67 feet of the above described parcel M2B for the purposes of ingress and egress to Parcel M2A lying west of said adjacent parcel M2B.

Ad valorem tax parcel number 1010E-02-008.001 is legally described as:

Square Number Two (2), less and except the North 200 feet thereof, according to the Monet Survey of the Town of Handsboro, recorded in Book 7, page 325 of the record of Deeds of Harrison County, Mississippi, said square being bounded on the north by Pine Street, east by Bridge Street, south by Spring Street and west by Monet and located in the SW 1/4 of the SE 1/4 of Section 30, Township 7 South, Range 10 West; together with all improvements thereon and all appurtenances thereunto belonging.

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. 1010E-02-008.000 and 1010E-02-008.001 from its present zoning classification of T3 (Sub-Urban Zone) district to T4+ (General Urban "Plus") district. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk." For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor

lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City's Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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

YEAS:

ABSTENTIONS:

ABSENCES:

NAYS:

WHEREUPON the President declared the motion carried and the Ordinance adopted, this

the _____ day of _____, _____.

(SEAL:)

ATTEST:

ADOPT:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this

the _____ day of _____, _____.

BILLY HEWES, Mayor

CITY OF GULFPORT PLANNING COMMISSION

2210PC192

TRANSCRIPT OF HEARING

October 27, 2022

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 27TH DAY OF OCTOBER 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
HAROLD SPANN
GARLON PEMBERTON

STAFF PRESENT:

GREG HOLMES
MATILDA WELCH
LORAIN HUGHES
KEVIN BROWN
CORY LONG

ALSO PRESENT:

MARGARET MURDOCK, City Attorney

1 MR. BROWN: Zoning Map Amendment 2210PC192
2 has been duly and timely noticed as required by law. The
3 applicant requests to rezone property from T3 sub-urban zone
4 to T4+ general urban zone plus 1285 Spring Street, Ward 5.
5 A copy of the packet Exhibit A considered is hereby offered
6 to the record.

7 MR. WILLIAMS: All right. Thank you.

8 Mr. Matthews, if you have an hour and a half
9 presentation, I'm going to take you out back myself. So
10 anyway, I'm sorry.

11 MR. MATTHEWS : Is anybody here in opposition
12 to this request? If not, it's going to be quick.

13 MR. WILLIAMS: Mr. Matthews, you're going to
14 speak for it

15 MR. MATTHEWS: Yeah. Jordan Matthews here on
16 behalf of the law firm Schwartz, Orgler & Jordan. Our
17 address is 2355 Pass Road, Biloxi, Mississippi 39531.

18 We're here today on behalf of a rezoning
19 application for two parcels. It's 101E-02-008.000 and the
20 same parcel number that ends in .001.

21 Those properties are respectively owned by
22 Hammond Holdings, LLC, and Spring Bridge Properties II, LLC.

23 Those two properties historically -- let's
24 see -- yeah, correct. So the one highlighted and then it's
25 the one directly to the west of the one that's highlighted

1 are both collectively being -- you know, this application
2 applies to both of those parcels.

3 So the one that's highlighted --

4 MR. SELLERS: I'm sorry. Can we stop there
5 for a second?

6 MR. MATTHEWS: Yes.

7 MR. SELLERS: Cory, can you address that?
8 Because my picture in the thing does show both pieces
9 highlighted. We are talking about both pieces so that we
10 don't have to do this again. Right?

11 MR. LONG: Looking at the legal description,
12 I see two parcels noted in the legal description. I've got
13 two shown in the application.

14 We'll just confirm that. It just looks like
15 a ().

16 MR. SELLERS: The one on my screen shows the
17 two.

18 MR. MATTHEWS: Correct. I just wanted to
19 point that out just so it's not confusing. So this is --
20 and those two properties historically were one property.
21 They were rezoned in 2008. And the property that has the
22 improvements on it got developed shortly thereafter. That
23 property historically has been used for many commercial uses
24 which have included medical office facilities. It currently
25 is used partially for a medical office. So that parcel is

1 actually currently nonconforming in a T3 zone. Its use
2 predated the Smart Code. So part of this application is to
3 just help the city in getting this rezoned so that it's not
4 a nonconforming use in its current state.

5 And then the property immediately to the west
6 of the one that's highlighted is proposed to be developed to
7 a similar commercial use which will include medical offices
8 which will be allowed by right in a T4+ zoning.

9 So without going -- I will just piggyback off
10 -- so this is also on the Cowan-Lorraine corridor. So as
11 part of the city's comprehensive plan, this property is also
12 shown as part of this commercial district.

13 What I'm going to do is just offer my
14 memorandum and satellite imagery into the record just to
15 save some time here. But there's been significant change in
16 the character of this neighborhood. There was some talk by
17 previous applicants as to what applies as the neighborhood.
18 But the property directly to the east of this property is
19 the property that now houses Woody's, QDOBA, you know, ten
20 commercial businesses that have all been developed in the
21 last five years.

22 So there's been immediate change as recently
23 as the last year on the property directly to the east of
24 this property.

25 And then as far as need is concerned, as the

1 last applicant suggested, there's an increased population in
2 the City of Gulfport, there's an increased population in
3 this specific area of Harrison County. And post-pandemic
4 trends suggest that our market is going to benefit from this
5 exodus out of larger more expensive, you know, more highly
6 populated areas. So there's going to be more need for uses
7 like this.

8 And T4+ as part of the Smart Code is designed
9 as a buffer zone, you know, between residential and
10 commercial uses. Like this property is exactly what a T4+
11 property is supposed to be which would be a buffer zone
12 between the residential to the east -- I mean residential to
13 the west and the commercial to the east.

14 So that's all I have. And I'll just offer
15 this into the record just so that this doesn't last an hour
16 and a half.

17 MR. WILLIAMS: Does anybody have any
18 questions?

19 All right. Good job. Appreciate it.

20 Anyone else here to speak for it? Anything?
21 Just wanted to hear it? You have nothing else to do?

22 All right. GOod deal. So any questions,
23 Commissioners, or a motion?

24 MR. PEMBERTON: I motion we approve Case
25 Number 2210PC192.

1 MR. WILLIAMS: Do I have a second?

2 MR. SELLERS: Second.

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

4 Any further discussion? If not, all those in favor signify
5 by saying aye. Any opposed? It's been approved. Good
6 deal.

7 MR. MATTHEWS: Thank you all.

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1 BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2
3 2210PC192

4
5
6 COURT REPORTER'S CERTIFICATE

7
8 I, Norma Jean Ladner Soroe, Certified Shorthand
9 Reporter, do hereby certify that to the best of my skill and
10 ability I have reported the hearing held before the City of
11 Gulfport Planning Commission and that the foregoing 6 pages
12 constitute a true and correct transcription of said hearing
13 held on the 27th day of October 2022.

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

19 Witness my signature this the 12th day of November
20 2022.

21
22
23 _____
24 NORMA JEAN LADNER SOROE, CSR #1297
25 Certified Shorthand Reporter

There came on for consideration at a duly constituted meeting of the 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 AMENDING ARTICLE III, CHAPTER 9
OF THE CODE OF ORDINANCES OF THE CITY OF GULFPORT, MISSISSIPPI, TO
CREATE AN ARCHITECTURAL REVIEW COMMITTEE,
AND FOR RELATED PURPOSES**

WHEREAS, the Governing Authority of the City of Gulfport, Mississippi, has previously adopted certain zoning ordinances which reference an Architectural Review Committee and assign to that Committee certain duties and functions, which duties and functions are set forth in Appendix A to the City of Gulfport Code of Ordinances; and

WHEREAS, it is necessary to adopt an ordinance which establishes the said Architectural Review Committee, provides for the appointment of members thereto, sets the terms of those members and the length of those terms and authorizes the Architectural Review Committee to take certain steps associated with the creation of the Committee.

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 Chapter 9, Article II of the Code of Ordinances of the City of Gulfport, Mississippi, should be, and hereby is, amended to add Section 9-29, as follows:

Sec. 9-29. - Architectural Review Committee.

- (a) There is hereby created an architectural review committee. The Gulfport Architectural Review Committee (ARC) shall consist of five (5) members who shall be qualified electors and who shall serve without pay. Members shall be at large except that no ward may have more than two (2) representatives on the committee at any time. The mayor shall appoint all members of the ARC, and appointments shall require confirmation by affirmative vote of a majority of the city council. The Department of Urban Development may make recommendations for ARC membership to the Mayor.
- (b) Initially, members shall be appointed, as follows: Member “A” shall serve one (1) year, Member “B” shall serve two (2) years, Member “C” shall serve three (3) years and Members “D” and “E” shall serve four (4) years. Thereafter, the regular term of office of each member of the ARC shall be four (4) years from the date of expiration of the term of the prior member. Terms shall begin on January 1 and expire on December 31 of each year.
- (c) Each ARC member shall serve for the term set forth herein and the seat shall be vacated upon expiration of the term unless the commissioner is reappointed by the mayor and confirmed by affirmative vote of a majority of the city council present and voting. A commissioner may serve less than four (4) years if appointed in the middle of a term.

- (d) The ARC shall:
 - 1. elect its officers,
 - 2. adopt and amend its bylaws with city council approval,
 - 3. keep minutes of all regular and special meetings,
 - 4. establish the place, date, and time of meetings, and
 - 5. make recommendations regarding staff needs to the mayor and city council.
- (e) The ARC shall have the authority to perform and carry out the duties and functions as set out in City of Gulfport Code of Ordinances and such other duties and functions as may from time to time be assigned.

SECTION 3. All provisions of Article II, Chapter 9 of the Code of the Ordinances of the City of Gulfport, Mississippi not in conflict herewith shall remain in full force and effect as heretofore provided.

SECTION 4. To provide for the immediate and temporary preservation of the public health and safety, including the immediate ability to allow the Architectural Review Committee to begin its work, this Ordinance shall be in full force and become effective immediately upon its passage by unanimous vote and enactment according to law and shall be spread on the minutes of the Gulfport City Council. For failure to pass unanimously, shall take effect thirty (30) days after the date of passage. The Ordinance shall be published according to law and

SECTION 5. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance establishes an Architectural Review Committee, provides for the appointment of members to that committee and other details associated with the establishment and functioning of the committee. 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 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: 228-868-5722

MEMO TO: City of Gulfport Council Members
Jeff Bruni, City Attorney
Todd Harman, Director of Finance

Human Resources
1422 23rd Ave
Gulfport, MS 39501

FROM: Samantha Sherrill, Human Resources Manager

RE: Administrative Assistant to the Mayor Job Title Change

DATE: November 28, 2022

The Chief Administrative Officer with the approval of the Mayor is requesting to change the job title of Administrative Assistant to the Mayor to Special Events and Community Engagement Manager. In addition to the current duties, the Special Events and Community Engagement Manager will be over the planning and development of City events, not to include logistics of events, which is handled by the current Special Events Manager. This position will also be the coordinator of engagement with many community partners for the purposes of furthering specific efforts that the City of Gulfport Engages in. This position will also be managing the operations of reception and assistance in City hall. The Mayor would like to request to increase the salary of this position from 206/12 to 206/24.

Please provide an Ordinance to change the job title from Administrative Assistant to the Mayor to Special Events and Community Engagement Manager. This position will remain in grade 206 and requested to increase pay for this position from step 12 to step 24. Please provide a budget amendment to reflect increase.

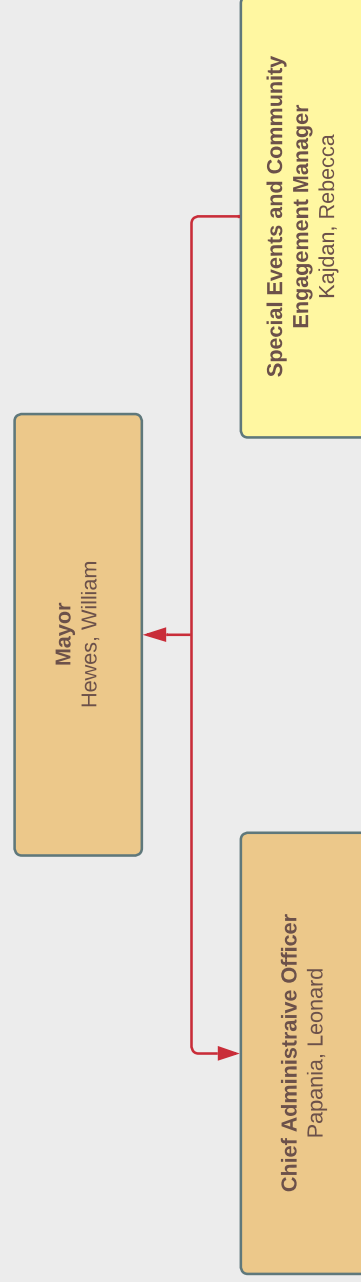
Thank you in advance for your consideration.



Current: 9/16/2022



Proposed 11/28/2022





City of Gulfport, Mississippi
Job Description

Special Events and Community Engagement Manager
(S1M)

Department: 111 - Executive

EEO Category: Office & Clerical

Date Revised: 11.4.2011

FLSA Status: Exempt

Date Approved:

Position Overview

This position provides executive and confidential support to the Mayor's Office. Performs a variety of administrative duties, some of which are of a confidential nature and/or requires thorough knowledge of the organization's operations and procedures. Acts as a liaison to elected officials, state and federal entities, citizens and City personnel. This work requires the exercise of a high level of discretion, and the application of administrative and business management skills.

Essential Job Functions

Essential duties and functions, pursuant to the Americans with Disabilities Act, may include the following. Other related duties may be assigned.

- Serves as the voice of the mayor's office, receiving calls and placing them on behalf of the mayor. Must maintain an accurate and up-to-date accounting of local, state and national events taking place to ensure proper information is given out on behalf of the Mayor.
- Responsible for answering all calls to the mayor's office, assessing the needs of the caller and either assisting with their problem or discussing the issues with the mayor to develop a plan for solving the caller's needs.
- Creates and maintains extensive files on city projects for use by the mayor, makes copies of documents as requested and insures the scanning of these files for city documentation.
- Responsible for the day-to-day schedule for the mayor. Responsible for scheduling all appointments for the mayor and setting and arranging all travel. If the mayor is not available, meets with the individuals and brief the mayor on the events of the meeting.
- Identifies and educates the mayor on important issues concerning the city and its citizens.
- Responsible for governmental relations with municipal, state and federal officials to provide information to the mayor regarding projects and funding.
- Assists in preparing speeches and talking points for the mayor and other city officials as needed.
- Represents the city at various civic functions when city officials are unavailable.
- Responsible for the planning and development of special events for the city and our community partners. Responsibilities include conceptual planning, budgeting,

- negotiations with vendors and sponsors, developing event feedback and post-event reports. Serves as a member of the city's Events team.
- Serves as coordinator of engagement with the city's community partners for the purposes of furthering specific efforts the City of Gulfport engages in with the community.
 - Responsible for maintaining project updates and files on city projects for the mayor's office.
 - Serves on various committees throughout the community representing the city.
 - Prepares the mayor for meetings and presentations by researching and organizing information.
 - Responsible for attending public meetings of the city and special events and meetings called by the mayor, during and after regular work hours.
 - Oversees and manages the operations of reception and assistance in City Hall.

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 English, spelling, punctuation and arithmetic.
- Proficiency in Excel, Word and Windows. Software applications.
- Ability to meet, greet, direct and announce callers/visitors courteously
- Ability to type at least 60 words per minute.
- Ability to provide exemplary customer service.
- Ability to take messages rapidly and accurately.
- Ability to respond accurately to requests for information by properly referring the inquiry to the right department.
- Ability to establish and maintain effective working relations with co-workers.

Education and Experience

High school graduate or equivalent, including or supplemented by courses in typing or word-processing. Experience in general office work of an increasingly responsible nature is required. Experience in high volume multi-line phone system is required.

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.

Job requires 40+ hours or more each week.

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 ONE (1) EXISTING “ADMINISTRATIVE ASSISTANT TO THE MAYOR” POSITION (GRADE 206) WITH ONE (1) NEW “SPECIAL EVENTS AND COMMUNITY ENGAGEMENT MANAGER” POSITION (GRADE 206) IN THE CITY’S SALARY GRADE SCHEDULE, PROVIDING FOR THE SALARY OF COMPENSATION FOR THIS ONE (1) NEW POSITION OF “SPECIAL EVENTS AND COMMUNITY ENGAGEMENT MANAGER” (GRADE 206) 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 substitute and replace the current position of “Administrative Assistant to the Mayor” within the City of Gulfport with the new position of “Special Events and Community Engagement Manager” such that the position of “Administrative Assistant to the Mayor” will be deleted and removed from the City’s Salary Grade Schedule in exchange of this new position of “Special Events and Community Engagement Manager” being added thereto and to assign this new position to the salary of compensation set in Grade 206 in this Salary Grade Schedule; and

WHEREAS, the salary of compensation for the one (1) “Special Events and Community Engagement Manager” position within the Mayor’s Office and the salaries of compensation for

the employees holding this position should fall within the range set for Grade 206 (\$47,531.48 - \$70,767.90) in the City's presently existing Salary Grade Schedule; and

WHEREAS, the salaries of compensation as set out herein are 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) "Special Events and Community Engagement Manager" position should be officially added to this "Salary Grade Schedule" previously approved by the City Governing Authority on October 6, 2020, while the one (1) position of "Administrative Assistant to the Mayor" be deleted and removed from this Salary Grade Schedule.

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) "Administrative Assistant to the Mayor" position is hereby deleted and removed from the City's Salary Grade Schedule and is hereby substituted by and replaced with one (1) "Special Events and Community Engagement Manager" position, which position is hereby added to and funded in "Grade 206" 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"), specifically funded and set in Step 24 in Grade 206, with the understanding that references to "Administrative Assistant to the Mayor" as being a position in the Salary Grade Schedule (Grade 206) shall be removed therefrom, with all such changes and actions to be effective on October 31, 2022.

SECTION 3. That the salaries of compensation for the employees holding this one (1) position ("Special Events and Community Engagement Manager" 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 removal of one (1) ‘Administrative Assistant to the Mayor’ position (Grade 206) from the City of Gulfport’s Salary Grade Schedule and provides for the salary of compensation for one (1) ‘Special Events and Community Engagement Manager’ position in Grade 206 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 APPROVE PROPOSAL OF JOHNSON CONTROLS RELATED TO NCE SOFTWARE UPGRADE, AND FOR RELATED PURPOSES

WHEREAS, pursuant to prior City Council approval, a new HVAC system for the downtown central fire station is being or has been purchased; and

WHEREAS, Johnson Controls software runs the current HVAC unit and must provide a software upgrade when the new HVAC unit is installed to ensure that the new HVAC unit is operational; and

WHEREAS, Johnson Controls has provided a proposal to the City in connection with the required software upgrade which is attached hereto as Exhibit “A”; and

WHEREAS, approval of the proposal from Johnson Controls is believed to be in the best interest of the City of Gulfport.

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

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

Section 2. That the Proposal between the City of Gulfport and Johnson Controls be and the same is hereby approved, to the extent that it is subject to and complies with Mississippi law, as is found in Exhibit “A”, 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

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



GPT FS-1 Controls
Quote Prepared by Brian Blair
11/04/2022



PROPOSAL

Account Information

Bill To: CITY OF GULFPORT
P O BOX 1780
GULFPORT MS
USA 39502

Quote Reference Number: 1-1KP90MW7

Project Name: GPT FS-1 Controls

Site: CITY OF GULFPORT
1515 23RD AVE
GULFPORT MS 39501-2058

Branch Info: JOHNSON CONTROLS GULF COAST CB - 0N52

Attn: Billy Kelley

Customer Information

Name: Billy Kelley

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval By Johnson Controls, Inc. Milwaukee, WI.

We propose to furnish the materials and/or perform the work below for the net price of: \$6,800.16

This proposal is valid through: 12/03/2022

CITY OF GULFPORT

Johnson Controls Inc.

Signature: _____
Name: _____
Title: _____
Date: _____
PO: _____

Signature: _____
Name: _____
Title: _____
Date: _____

Proposal Overview

Benefits/Scope of Work:

Upgrade NCE software to latest release. Work with I.T on loading Launcher on computers requiring access to Metasys.
Connect new unit to Metasys. Verify operation with controls.
JCI is not responsible for mechanical start up of the unit.
JCI is not responsible for existing parts broken or not working.
All parts will be quoted as needed.
JCI is not responsible for any electrical above 24V.
This is quoted for normal business hours 7am-3:30pm

Exclusions:

- 1.Labor or material not specifically described above is excluded from this proposal.
- 2.Unless otherwise stated, any and all overtime labor is excluded from this proposal.
- 3.Applicable taxes or special freight charges are excluded from this proposal

(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal Johnson Controls, Inc. (JCI) business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted by Customer, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI, Milwaukee, Wisconsin.

TERMS AND CONDITIONS

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

2. INVOICE AND PAYMENTS. JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI at the time Customer signs this agreement an advance payment equal to [10%] of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder. Unless otherwise agreed to by the parties, payment is due to JCI upon Customer's receipt of JCI's invoice. Such payment is a condition precedent to JCI's obligation to perform any work under this agreement. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified by Customer in writing within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice; it is material to JCI and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment. Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. EQUIPMENT WARRANTY. JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.

5. LIMITED WARRANTY. JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

6. LIABILITY. To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JCI hereunder.

7. COVID-19 Vaccination. JCI expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of JCI's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order

14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to JCI's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of JCI.

8. TAXES. The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Customer shall pay, in addition to the stated price, all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Customer with any tax payment certificate upon request and after completion and acceptance of the work.

9. DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

10. COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

11. PRICING. JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Prices for products covered by this Agreement may be adjusted by JCI, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of JCI's proposal or quotation, to reflect any increase in JCI's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

12. DISPUTES. All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys' fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

13. INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

14. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

15. CUSTOMER RESPONSIBILITIES. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

16. FORCE MAJEURE. JCI shall not be liable, nor in breach or default of its obligations under this proposal, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this proposal, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under this proposal. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in this proposal due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

17. SAFETY, HEALTH AND HAZARDOUS MATERIALS. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site. ACM/Hazardous Materials: Customer shall supply Johnson Controls with any information in its possession relating to the presence of asbestos-containing materials ("ACM") or hazardous materials at any of its facilities where JCI's undertakes any Work or Services that may result in the disturbance of ACM or hazardous materials. JCI shall not be responsible for abatement and/or removal and disposal of hazardous materials or ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM or hazardous materials that may be disturbed by JCI's Work or Services, JCI shall immediately stop all work until such ACM or hazardous or unsafe condition is rectified by Owner and Owner so notifies JCI in writing that work can safely be resumed, based on test conducted by a licensed testing organization. Timetables for delivery of JCI's products or services and the contract price shall be adjusted appropriately for any associated delay.

18. ONE-YEAR CLAIMS LIMITATION. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

19. DIGITAL ENABLED SERVICES. If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the installation and deployment of site assessment tools and the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. **DIGITAL ENABLED SERVICES** mean services provided hereunder that employ JCI software and cloud-hosted software offerings and tools to improve and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. Customer owns all the right, title and interest in and to the Customer data. **Customer consents to the installation and deployment of site assessment tools and the collection, transfer and ingestion and use of such data by JCI to enable JCI to provide, maintain, protect and improve the Digital Enabled Services and JCI's products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under Digital Enabled Services.** Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. Digital Enabled Services may be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or

JCI discontinues or removes such remote connection. If Customer's equipment includes Digital Enabled Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to perform Digital Enabled Services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Digital Enabled Service's mobile or web application. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer shall pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative.

20. JCI DIGITAL SOLUTIONS. Use, implementation, and deployment of the software and cloud-hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise set forth in the applicable order, quote, proposal or purchase documentation, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"):

Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable order, quote, proposal or purchase documentation. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

21. Privacy. Company as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **Company as Controller:** JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

22. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

23. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.

CUSTOMER ACCEPTANCE

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due upon receipt, and invoices are to be paid via ACH bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: ☐ NO: This signed contract satisfies requirement

☐ YES: Please reference this PO Number: _____

AR Invoices are accepted via e-mail: ☐ YES: E-mail address to be used: _____

☐ NO: Please submit invoices via mail ☐ NO: Please submit via _____

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 COOPERATIVE ENDEAVOR AGREEMENT AND ADDENDUM THERETO AMONG PROJECT NOLA, ENVISAGE RESEARCH AND ANALYTICS, LLC, THE CITY OF BILOXI (POLICE DEPARTMENT) AND THE CITY OF GULFPORT (POLICE DEPARTMENT), AND FOR RELATED PURPOSES

WHEREAS, Project NOLA 9, a 501(c)(3) nonprofit corporation; Envisage Research and Analytics, LLC; and the City of Biloxi (Police Department) have entered into a Cooperative Endeavor Agreement intended, among other things, to enhance collaboration and intelligence sharing by facilitating a regional license plate reader and crime camera program; and

WHEREAS, by an Addendum to the said Cooperative Endeavor Agreement, the City of Gulfport (Police Department) desires to join in with the parties to reach the goals cited in the Cooperative Endeavor Agreement; and

WHEREAS, the Gulfport Police Chief has requested approval of the Cooperative Endeavor Agreement and the Addendum thereto, as found in Exhibit “A” hereto, and for authority for the Mayor to execute the said Addendum on behalf of the City of Gulfport and the Gulfport Police Department..

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 Cooperative Endeavor Agreement and the Addendum thereto, be and they are hereby approved in the form attached hereto as Exhibit “A” and the Mayor is hereby authorized to execute the Addendum on behalf of the City of Gulfport (Police Department).

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2022.

APPROVED:

MAYOR

COOPERATIVE ENDEAVOR AGREEMENT

This Cooperative Endeavor ("Agreement") has been created 1) to memorialize certain responsibilities and expectations and 2) to set forth terms and conditions for data sharing and transfer between project partners involved in the Gulf Coast Public Safety Collaborative (herein referred to as the "Project"), an initiative designed to provide a mechanism for law enforcement agencies in the Gulf South Region to enhance their technological infrastructure and facilitate data sharing among public safety agencies.

ALL PARTIES DECLARE AS FOLLOWS:

WHEREAS the Project is partially funded through the United States Department of Justice, Bureau of Justice Assistance FY 2019 Gulf States Regional Law Enforcement Technology Assistance Grant (Award # 2020-RZ-BX-0010; herein referred to as the "Grant" and the "Grant Funds").

WHEREAS Grant Partners are defined exclusively as the following entities included in the Grant proposal and referred to individually as "Grant Partner" or collectively as the "Grant Partners":

PROJECT NOLA (Project NOLA), a 501(c)(3) nonprofit organization, existing under the Constitution and laws of the State of Louisiana, represented by Bryan Lagarde, executive director, its duly authorized representative,

ENVISAGE RESEARCH AND ANALYTICS ("Envisage"), a limited liability company, existing under the Constitution and laws of the State of Louisiana, represented by Steven Maberry, owner, its duly authorized representative,

and

THE BILOXI POLICE DEPARTMENT ("BPD"), City of Biloxi, Mississippi, by Director of Police, Chief John B. Miller.

WHEREAS "Law Enforcement Partners" are defined as law enforcement agencies other than BPD who wish to participate in the Project and have executed the attached Addendum.

WHEREAS "Project Partners" are defined collectively as Grant Partners and Law Enforcement Partners.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Project Partners agree as follows:

1. Project Goals

- a. To enhance collaboration and intelligence sharing by facilitating a regional license plate reader (LPR) / crime camera program spanning Gulfport, MS to Jackson County, MS.
- b. To deploy a media campaign aimed at fostering effective and consistent collaborations with law enforcement agencies and community members between Gulfport, MS and Jackson County, MS.

2. Data Sharing

- a. Project Partners agree to share data as outlined below in fulfillment of requirements set forth under the Grant and to develop new initiatives.
- b. Shared Project data shall include, but are not limited to, the following:
 - i. Administrative Project data
 - ii. Project specific media coverage
 - iii. Incident level crime data from Computer Aided Dispatch (CAD) and Report Management System (RMS)
 - iv. Types of law enforcement technology used by each Project Partner
 - v. Law enforcement technology policies and procedures
 - vi. Incidents observed on crime cameras
 - vii. Vehicles identified by LPR platforms
- c. Permitted uses of shared data:
 - i. Enhancing situational awareness:
 - i. A customized mapping application will be made available to display the location of law enforcement technology owned or operated by each Project Partner,
 - ii. Project Partners will have access to all LPRs and crime cameras operated by Project NOLA within the jurisdictions of each Partner,
 - ii. Research
 - i. To assess progress towards programmatic goals,
 - ii. To advance the scientific understanding of the impact of law enforcement technology on reducing crime and improving public safety,
 - iii. to support existing data-driven strategies and develop new initiatives to meet the public safety needs of residents.
- d. Data sharing methods
 - i. Project Partners will have 24/7 access to view the mapping application and shared Project NOLA LPRs and crime cameras,

ii. Incident level crime data

- a. To establish a baseline for the evaluation, incident level crime data shall be provided for the three years prior to the beginning of the Grant through the current month (2016 – present).
- b. Preferred methods of collection:
 - i. Direct access to CAD or RMS systems
 - ii. Login credentials for Project Partner's ArcGIS account
 - iii. Shared ArcGIS layers
 - iv. CSV or Excel in a predetermined layout

iii. All other project data will be collected quarterly via forms sent by the Grant Partners

3. Obligations of BPD

- a. To serve as the fiscal agent for the grant,
- b. To coordinate the submission of all required Grant related documents, such as quarterly reports, biannual reports, and final reports,
- c. To develop a communication strategy including, but not limited to, emails, meetings, public hearings, and press conferences to disseminate project related information,
- d. To collaborate in training development and supervisory procedures for proper implementation, usage, documentation, and compliance,
- e. To coordinate with Project Partners to draft policies and procedures for the initiative,
- f. To coordinate with Project Partners to identify locations for LPR and crime camera placement,
- g. To ensure Project NOLA is provided an up-to-date vehicle hot list.

4. Obligations of Project NOLA

Project NOLA operates the largest networked high-definition crime camera program in the United States. Project NOLA subsidizes costs through charitable donations to offer cost efficient crime cameras to residents, business owners, developers, homeowners associations, and municipalities. Cameras transmit video to the Project NOLA Real-Time Crime Information Center where it may be live-monitored, stored, and re-broadcast to local law enforcement.

- a. To extend existing data connections with Envisage to include new and existing connections in Project Partner jurisdictions,

- b. To coordinate with Project Partners to purchase Grant funded cameras at locations determined by Project Partners,
- c. To provide adequate software to Project Partners for viewing LPRs and crime cameras purchased through Project NOLA,
- d. To provide 24/7 cloud recording from crime cameras to the Project NOLA Real-Time Crime Center,
- e. To collaborate in training development for proper implementation, usage, documentation, and compliance,
- f. To share access to Project NOLA LPRs and crime cameras to all Project Partners,
- g. To maintain recorded video for a period of ten (10) days, unless otherwise downloaded or stored,

5. Obligations of Envisage

Envisage is a full-service research firm specializing in the exploration of law enforcement technology. Envisage works with federal, state, and local law enforcement agencies to design, implement, and test innovative ideas for advancing technology, reducing violent crime, and creating best practices. As an independent evaluator, Envisage gives credibility to research findings released to the public.

- a. To serve as the research partner and evaluator for the Grant,
- b. To follow federal guidelines and regulations for research involving human subjects,
- c. To arrange for the receipt of data transmissions from Project Partners in a secure manner that maintains the confidential nature of the data,
- d. To securely transmit sensitive data by means of encrypted email, encrypted .zip files, and encrypted file-sharing services,
- e. To securely store sensitive data on encrypted hard drives in locked offices secured by a monitored security system,
- f. To ensure all publicly released data is in aggregate form unless required by law.

6. Obligations of Law Enforcement Partners

- a. To keep confidential all data received in support of this Agreement,
- b. To participate in a media campaign to promote the initiative and to enhance collaboration with law enforcement agencies,
- c. To establish and maintain a secure mechanism for storing digital media evidence,

- d. To take responsibility for downloading and storing any images or videos related to a known crime or investigation,
- e. To collaborate with the Grant Partners to develop a method for collecting data relevant to the project, including crime data, project specific media coverage, point locations of law enforcement technology, and Partner utilization of technology,
- f. To allow for the sharing of law enforcement technology locations for the purpose of developing a centralized map,
- g. To permit the Grant Partners to report non-identifiable, summary-level data on a quarterly basis, or as requested by the BJA,
- h. To allow Envisage to utilize evaluation data for the purpose of advancing the scientific understanding of technological innovations as an effective police activity, through conference presentations, dashboards, technical reports, and scholarly publications,
- i. To allow an objective evaluation of the project.
- j. To assume any reoccurring costs associated with the connectivity, maintenance, and storage of data related to license plate reader (LPR) and/or crime cameras at the conclusion of the grant funding period; or, return said cameras to the fiscal agent at the conclusion of the grant funding period.

7. Term and Early Termination

- a. This agreement shall be effective upon the date of execution by the last signatory and remain in effect until any one of the following occur:
 - i. Upon mutual agreement of the Partners to terminate this Agreement
 - ii. Cancellation of planned project(s).

8. Academic Freedom and Integrity

As an independent evaluator, Envisage has a duty to study, investigate and present the findings of research to relevant academic communities and other groups that would benefit from this information. Envisage has a responsibility to always perform these duties in an ethical and honest manner. There should never be any circumstances when the objectivity of Envisage is compromised.

Upon termination of this agreement, Envisage retains the right to access transmitted data for the purpose of publication, presentation, and general scientific inquiry.

9. Indemnification

To the extent allowed by law, each Partner ("Indemnifying Partner") shall fully indemnify and hold harmless the other Partners and the employees, agents, contractors, and subcontractors of the other

Partners against all losses, claims, damages, liabilities, penalties, obligations and expenses, including, without limitation costs for counsel, when incurred, incidental to, caused by, connected with, relating to, arising out of, or based upon, directly or indirectly, Indemnifying Partner's use of, and/or activities on, the property or the use of, and/or activities on, the property of Indemnifying Partner's employees, contractors, or subcontractors.

Notwithstanding any provision to the contrary contained in this Agreement, each Partner acknowledges that the Indemnifying Partner's obligation to indemnify and hold the other Partners harmless under this Paragraph shall not extend to any loss to the extent arising out of the gross negligence or willful misconduct of the other Partners or any of its employees, agents, contractors, or subcontractors of the other Partners.

10. Recognition

- a. Project Partners agree activities conducted and items developed or utilized pursuant to this Agreement shall be prominently labeled as being a joint effort between Project Partners,
- b. Project Partners agree to reference to the support provided herein in all media appearances and publications related to the Grant.
- c. Project Partners agree to provide adequate recognition to the funding source in all digital and print media.

By signing this Agreement, each partnering organization is committing to accept the objectives and responsibilities detailed within

Participating Authority

Biloxi Police Department

By: _____

A. M. Gilich, Jr., Mayor

November 5, 2021
October, 2021

Date

Envisage Research and Analytics

By: _____

Steven Maberry

11-16-2021

Date

Project NOLA

By: _____

Bryan Lagarde

November 15, 2021

Date

ADDENDUM TO COOPERATIVE ENDEAVOR

This Addendum modifies and supplements the attached Cooperative Endeavor ("Agreement") dated as of November 5, 2021 and all prior addendums, to set forth the terms and conditions for the inclusion of additional Partners in the Gulf Coast Collaborative Initiative.

1. Agency Information

Organization Name: Gulfport Police Department

Organization Location: 2220 15th St, Gulfport, MS 39501

Executive Leadership: Mayor Billy Hewes-Chief Adam Cooper

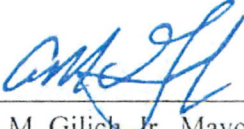
1. Obligations of Law Enforcement Partners

- a. To keep confidential all data received in support of this Agreement.
- b. To participate in a media campaign to promote the initiative and to enhance collaboration with law enforcement agencies,
- c. To establish and maintain a secure mechanism for storing digital media evidence.
- d. To take responsibility for downloading and storing any images or videos related to a known crime or investigation.
- e. To collaborate with the Grant Partners to develop a method for collecting data relevant to the project, including crime data, project specific media coverage, point locations of law enforcement technology, and Partner utilization of technology.
- f. To allow for the sharing of law enforcement technology locations for the purpose of developing a centralized map,
- g. To permit the Grant Partners to report non-identifiable, summary-level data on a quarterly basis, or as requested by the BJA,
- h. To allow Envisage to utilize evaluation data for the purpose of advancing the scientific understanding of technological innovations as an effective police activity, through conference presentations, dashboards, technical reports, and scholarly publications,
- i. To allow an objective evaluation of the project.
- j. To assume any reoccurring costs associated with the connectivity, maintenance, and storage of data related to license plate reader (LPR) and/or crime cameras at the conclusion of the grant funding period; or, return said cameras to the fiscal agent at the conclusion of the grant funding period.

By signing this Addendum, each partnering organization is committing to accept the objectives and responsibilities detailed within.

Participating Authority

Biloxi Police Department

By: 
A. M. Gilich, Jr., Mayor

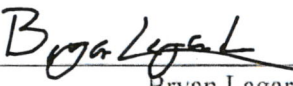
Envisage Research and Analytics

November 5, 2021
October, 2021
Date

By: _____
Steven Maberry

Date

Project NOLA

By: 
Bryan Lagarde

November 15, 2021

Date

Gulfport Police Department

By: _____
Billy Hewes, 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 APPROVING HIDTA STATE AND LOCAL TASK FORCE AGREEMENT, AND FOR RELATED PURPOSES

WHEREAS, there is evidence that trafficking in narcotics and dangerous drugs exists in the Gulfport, Mississippi, area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Mississippi and, in particular, the people of Gulfport; and

WHEREAS, in an effort to reduce such illegal activity, the City of Gulfport, by and through its Police Department, desires to enter into a HIDTA (High Intensity Drug Trafficking Area) State and Local Task Force Agreement with the United States Department of Justice, Drug Enforcement Administration, which sets forth the terms by which the City and the Federal Government partner to accomplish that objective; and

WHEREAS, the Gulfport Police Chief has requested approval of the HIDTA State and Local Task Force Agreement attached hereto as Exhibit “A” and authority to execute the said agreement on behalf of the City of Gulfport and the Gulfport Police Department..

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 HIDTA State and Local Task Force Agreement between the City of Gulfport, by and through the Gulfport Police Department, be and it is hereby approved in the form attached hereto as Exhibit “A” and the Police Chief is hereby authorized to execute the same on behalf of the City of Gulfport (Police Department).

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2022.

APPROVED:

MAYOR

HIDTA STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this _1st_ day of _October_ 2022 between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the _Gulfport Police Department_ ORI# MS0240200 (hereinafter "Parent Agency"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 USC § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the Gulfport area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Mississippi, the parties hereto agree to the following:

- 1 The Gulfport HIDTA Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the Gulfport area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the task force's activities will result in effective prosecution before the courts of the United States and the State of _____.
- 2 To accomplish the objectives of the Gulfport HIDTA Task Force, the parent agency agrees to detail one (1) experienced officer(s) to the Gulfport HIDTA Task Force for a period of not less than two years. During this period of assignment, the parent agency officers will be under the direct supervision and control of DEA supervisory personnel assigned to the task force.
- 3 The parent agency officers assigned to the task force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the task force.
- 4 The parent agency officers assigned to the task force shall be deputized as task force officers pursuant to 21 USC § 878.
- 5 To accomplish the objectives of the Gulfport HIDTA Task Force, DEA will assign Three (3) Special Agents to the task force. The parties to this agreement understand that financial reimbursement to participating organizations is subject to the budgeting, administrative and managerial decisions of the HIDTA Executive Board as well as the availability of HIDTA funding (from whatever source). Subject to this planning and budgeting guidance, the HIDTA will provide funding to support the activities of Federal Special Agents, Task Force Officers, and other specified employees (if any). This support will include: office space, office supplies travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.
- 6 During the period of assignment to the Gulfport HIDTA Task Force, the parent agency will remain responsible for establishing the salaries and benefits, including overtime, of

the parent agency officers assigned to the task force and for making all payments due them. HIDTA will, subject to availability of annually appropriated funds, HIDTA funds may reimburse the parent agency for overtime payments incurred by its Task Force Officers in an amount not to exceed a sum equivalent to 25% of the salary of a GS-12, Step 1 of the general pay scale for the rest of the United States. The parent agency will bill overtime as it is performed and no later than 60 days after the end of the quarter in which the overtime is performed. The invoice will identify each investigator who incurred overtime for the tasking during the invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. ***Note: Task Force Officer's overtime "Shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

- 7 In no event will the parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.
- 8 The parent agency shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
- 9 The parent agency shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The parent agency shall maintain all such reports and records until all audits and examinations are completed and resolved or for a period of six (6) years after termination of this agreement, whichever is later.
- 10 The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
- 11 The parent agency agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, suspension and Other Responsibility Matters; and drug-Free Workplace Requirements. The parent agency acknowledges that this agreement will not take effect and no federal funds will be awarded until the completed certification is received.
- 12 When issuing statements, press releases requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or part with federal money, the parent agency shall clearly state: (1) percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the program or project.

- 13 Vehicles may be provided by the parent agency or furnished by DEA subject to the availability and approval of HIDTA funding for vehicle leases. DEA may request that HIDTA fund installation and removal of mobile radios in task force vehicles and reimburse the parent agency for fuel, maintenance, and repair attributable to use of the vehicles for task force purposes. Accidents involving vehicles while in use for task force purposes shall be reported and investigated in accordance with the procedures of DEA and the parent agency.
14. While on duty and acting on task force business, the parent agency officers assigned to the HIDTA task force shall be subject to all DEA and federal government rules, regulations and procedures governing the use of OGV's for home to work transportation and for personal business. The parties acknowledge and understand that the United States of America is liable for the wrongful actions or inactions of Federal employees, including those Federal deputized as Task Force Officers, who are acting within the scope of their employment under the Federal Torts Claim Act (28 U.S.C §§ 2671 – 2680). This may extend to representation of the covered employee if in the best interests of the United States (28 C.F.R. § 50.15(a)(2)). A state or local employee participating in the Task Force may concurrently or separately be covered for the purposes of liability by their employer.
15. This agreement shall be effective from the date of the last signature of a party and will continue in effect until September 30, 2026. This agreement may be terminated by either party on 30 days advance written notice. Federal funding of the HIDTA Task Force is subject to the availability of annual appropriated funds for each federal fiscal year (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 60 days of the end of each fiscal year or within 60 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by the parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

Brad L. Byerley

Date

Special Agent in Charge

For the Gulfport Police Department

Adam Cooper

Date

Chief of Police



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Check ☐ if there are workplace on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection with any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Gulfport Police Department
P.O. Box S
Gulfport, MS. 39502

2. Application Number and/or Project Name

Gulfport HIDTA Task Force

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

Adam Cooper, Chief of Police

6. 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 APPROVING PROGRAM FUNDED STATE AND LOCAL TASK FORCE AGREEMENT, AND FOR RELATED PURPOSES

WHEREAS, there is evidence that trafficking in narcotics and dangerous drugs exists in the Gulfport, Mississippi, area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Mississippi and, in particular, the people of Gulfport; and

WHEREAS, in an effort to reduce such illegal activity, the City of Gulfport, by and through its Police Department, desires to enter into a Program Funded State and Local Task Force Agreement with the United States Department of Justice, Drug Enforcement Administration, which sets forth the terms by which the City and the Federal Government partner to accomplish that objective; and

WHEREAS, the Gulfport Police Chief has requested approval of the Program Funded State and Local Task Force Agreement attached hereto as Exhibit “A” and authority to execute the said agreement on behalf of the City of Gulfport and the Gulfport Police Department..

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 Program Funded State and Local Task Force Agreement between the City of Gulfport, by and through the Gulfport Police Department, be and it is hereby approved in the form attached hereto as Exhibit “A” and the Police Chief is hereby authorized to execute the same on behalf of the City of Gulfport (Police Department).

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2022.

APPROVED:

MAYOR

PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 1st day of October, 2022 between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Gulfport Police Department ORI# MS0240200 (hereinafter "parent agency"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 USC § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Gulfport area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Mississippi, the parties hereto agree to the following:

- 1 The Gulfport Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the Gulfport area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of.
- 2 To accomplish the objectives of the Gulfport Task Force, the parent agency agrees to detail one (1) experienced officer to the Gulfport Task Force for a period of not less than two years. During this period of assignment, the parent agency officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
- 3 The parent agency officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
- 4 The parent agency officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 USC § 878.
- 5 To accomplish the objectives of the Gulfport Task Force, DEA will assign two (2) Special Agents to the Task Force. The parent agency agrees to provide and maintain a vehicle for use for each of its assigned Task Force Officers-. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and parent agency officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

If the parent agency provides the Task Force Officer with a vehicle, the Drug Enforcement Administration will pay up to \$400 a month in fuel. Routine

maintenance and repair is not included and is the responsibility of the parent agency.

- 6 During the period of assignment to the Gulfport Task Force, the parent agency will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the parent agency for overtime payments. Annual overtime for each state and local law enforcement officer is capped at the equivalent to 25% of the salary of a GS-12, step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of investigators who incurred overtime for DEA during invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. The parent agency will bill overtime as it is performed and no later than 60 days after the end of each quarter in which the overtime is performed. . ***Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."***
- 7 In no event will the parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.
- 8 The parent agency shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
- 9 The parent agency shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The parent agency shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.
- 10 The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
- 11 The parent agency agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The parent agency acknowledges that this agreement will not take effect and no Federal funds will be awarded to the parent agency by DEA until the completed certification is received.

- 12 When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the parent agency shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.
- 13 The term of this agreement shall be effective from the date in paragraph number one until September 30, 2026. This agreement may be terminated by either party on thirty days' advance written notice. DEA's support to the Task force, including reimbursement of overtime, is subject to the availability of funds on a fiscal year basis (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 60 days of the end of the fiscal year or within 60 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

Brad L. Byerley

Date

Special Agent in Charge

For the Gulfport Police Department:

Adam Cooper

Date

Chief of Police



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Check ☐ if there are workplace on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection with any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Gulfport Police Department
P.O. Drawer S
Gulfport, MS 39502

2. Application Number and/or Project Name

Gulfport Task Force

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

Adam Cooper, Chief of Police

5. Signature

6. Date

Memorandum

Subject

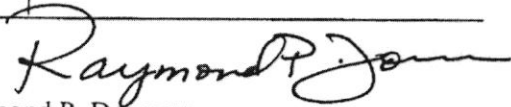
30-Day Extension of FY2022 Task Force Agreements
DFN-130-02

Date

To

Special Agents in Charge

From


Raymond P. Donovan
Chief of Operations
Operations Division

The Office of Domestic Operations continues to work with the Office of Operations Management and Office of Compliance to update the FY2023 Task Force Agreements (hereinafter referred to as "Agreements"). Due to the delay in reconciling the changes and subsequently sending the Agreements to the Field Divisions, I am extending DEA's commitment to the terms of the FY2022 Agreements to October 31, 2022. Task Force Officers adhering to the terms of the FY2022 Agreement will continue to have authorities granted pursuant to 21 U.S.C. Section 878. Additionally, DEA funded positions will continue to be reimbursed during the extension period, subject to the availability of funds.

All FY2023 Agreements will be disseminated prior to September 23, 2022 and must be returned to the Investigative Support Section (ODS) prior to October 31, 2022.

Please communicate this directive with your State/Local counterparts. If you have any questions, contact Deputy Chief of Operations Jac Chung (407) 509-3733, or ODS Section Chief Judith Sullivan (312) 405-3914.

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 APPROVING PURCHASE AGREEMENT WITH SUN BELT FIRE, INC., CONCERNING THE PURCHASE OF TWO FIRE APPARATUSES; AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, for the benefit of its Fire Department, desires to purchase two fire apparatuses from Sun Belt Fire, Inc., pursuant to the Purchase Agreement (with Specifications, as incorporated into the Purchase Agreement attached thereto) attached hereto as Exhibit “A”; and

WHEREAS, because of the time required to manufacture the apparatuses (approximately two (2) years), payment for the said fire equipment will not be required until delivery, but Sun Belt requires execution of a Purchase Agreement to begin the manufacturing process; and

WHEREAS, the Fire Department intends to utilize its rebate funds for the purchase of this necessary equipment.

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

Section 1. That the Purchase Agreement with Sun Belt Fire, Inc., for the purchase of the two fire apparatuses specified therein be and the same is hereby approved, and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

Section 2. This Resolution shall be in full force and effect immediately upon its passage and enactment according to law, and shall be spread on the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, 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

PURCHASE AGREEMENT

I.

This agreement is made between **Sunbelt Fire, Inc., 8050 McGowin Drive, Fairhope, AL 36532** (the "Company") and

Legal Name	City of Gulfport	County	Harrison
Address	1515 23rd Avenue	ZIP Code	39574
City, State	Gulfport, Mississippi		

(hereafter known as the "Buyer").

II.

The Company agrees to sell and the Buyer agrees to purchase the fire apparatus and equipment described in the Company's Proposal and/or Specifications attached hereto, further described below, and hereby incorporated herein (the "Apparatus") in accordance with this Agreement.

Two (2) E-ONE Custom Pumpers on Typhoon Chassis per Quote Number 120825 (\$1,398,138.00)
Two (2) NFPA Equipment Package for Class A Pumper Per Quote 10070-0001 (\$102,664.00)

III.

The Buyer agrees to pay **\$1,500,802.00** (the "Purchase Price") for the Apparatus. The Purchase Price is exclusive of all Federal, State or local taxes of any nature. Any such applicable taxes will be added to the purchase price and paid by the Company. The Purchase Price is due at or before delivery, unless otherwise noted terms of prepayment have been accepted. The Buyer agrees that the Apparatus will not be delivered until the Purchase Price has been paid in full to the Company.

IV.

i.

A. ☐ This is a cash sale and does not involve any third-party leasing. There will be no lienholder on the Manufacturer's Statement of Origin.

B. ☐ This is a lease-purchase. The lien holder on the Manufacturer's Statement of Origin shall be:

Institution	
Address	
City, State, ZIP	

ii. The Company and Buyer agree that the Manufacturer's Certificate of Origin (MSO) shall remain with the Company until the Purchase Price is paid in full.

iii. The Buyer acknowledges that the Company will incur the costs to manufacture the Apparatus, which is done in reliance upon the Buyer's agreement to pay the Purchase Price. The Buyer further acknowledges that the Apparatus is unique and is being manufactured to Buyer's desired specifications. As such, the Buyer's agreement to pay the Purchase Price is binding and effective as

of the date this Agreement is signed by both parties and is not contingent upon any future event, including the Buyer's obtaining financing.

- iv. In the event the Buyer fails to pay the Purchase Price as stated above, the Company will (1) assess finance charges and/or note payments to the Buyer and/or (2) retain possession of the Apparatus until the Purchase Price is paid, in full. Any and all collections fees or expenses incurred by the Company, including attorney's fees, in pursuing the Purchase Price and/or repossessing the Apparatus are recoverable against the Buyer.

V.

The Apparatus shall be delivered, F.O.B.,: **Central Station 1515 23rd Av. Gulfport, MS**

It is agreed that delivery is subject to delays caused by strikes, inability to obtain materials, chassis shortage and other causes beyond the control of the Company.

VI.

Additions of equipment or modifications to the Apparatus that delay the delivery of the vehicle or affect the Purchase Price may require submission of a separate purchase order or contract at the sole discretion of the sales manager for the Company.

This Agreement does not provide for the application of any penalty for delay or operating losses and excludes any consequential or indirect damages or harm sustained by the Buyer, including, for example, loss of use. The Company's liability, if any, for non-compliance of this Agreement and/or for damages due to goods provided in this Agreement may not exceed an amount equal to what the Buyer paid to the Company.

VII.

The Buyer's representative for communications related to this Agreement shall be:

Buyer Representative Name	Billy Kelley, Fire Chief
Buyer Representative Phone	228-868-5950
Buyer Representative e-mail	bkelley@gulfport.ms.us

The Company's representative for communications related to this Agreement shall be:

Sunbelt Representative Name	Hank Levins
Sunbelt Representative Phone	228-265-4325
Sunbelt Representative e-mail	hlevins@sunbeltfire.com

VIII.

The Apparatus is new and unused, and is warranted against defects in material and workmanship, for a period noted in the attached Company's Proposal and Specifications to the original user/purchaser, in accordance with the Manufacturers pre-printed Statement of Warranty, which is either attached to the Agreement or has been delivered to the Buyer. Buyer acknowledges receipt of the Manufacturer's pre-printed Statement of Warranty and understands same.

IX.

This Agreement, including its attachments and exhibits, constitute the entire understanding between the parties and merges all prior discussions and agreements. No agent or representative of the Company has authority to make any representations, statements, warranties, or agreements not herein expressed. All modifications or amendments of this Agreement, including its attachments and exhibits, must be in writing signed by an authorized representative of each of the parties.

X.

This Agreement shall not constitute a valid and binding obligation of the Company until accepted in writing by an officer of the Company at its offices. If requested by the Company, the Buyer shall furnish a written opinion, satisfactory to the Company, of the Buyer's attorney that the Buyer has the power to make the Agreement, that the individual signing is authorized to sign on behalf of the Buyer, and that the Agreement is a valid, legal and enforceable obligation of the Buyer.

IN WITNESS WHEREOF, the Company and the Buyer have caused this Agreement to be executed by their duly authorized representative as of the date set forth by each.

Buyer

Buying Entity and Contact Name

Signature

Title

Date

Sunbelt Fire, Inc.

Truck Sales Representative

Signature

Title

Date

Accepted for the Corporation by:

Name

Signature

Title

Date



8050 McGowin Drive | Fairhope, AL 36532 | Office: 800.642.8484 | Fax: 251.928.9933

City of Gulfport Fire Department
Gulfport, Mississippi

November 7, 2022

We propose to sell the following in strict accordance with the attached:

Two (2) E-ONE Custom Pumper on a Custom E-ONE Typhoon Chassis **\$ 1,398,138.00**
Per Quote No.: 120825

Loose Equipment, Listed Separately: **\$ 102,664.00**

Total Price: \$ 1,500,802.00

The above proposal pricing is valid for (21) calendar days on Mississippi State Contract No. 8200060946. At the expiration of this quote, please contact Sunbelt Fire, Inc., for updated pricing.

The above pricing includes the attached loose equipment list. Should the purchaser order and remit payment for the loose equipment portion within (30) days of contract signing, the equipment surcharge of \$3,472.00 may be omitted. If payment is made in full at time of delivery, and given the volatility of today's market, any manufacturer price increases may be passed on to the end-user at the sole discretion of Sunbelt Fire, Inc.

The price quoted includes delivery and instruction & familiarization by a factory trained technician. Delivery is estimated to be within 570 calendar days after receipt of order. Delivery is quoted in good faith and is subject to delays beyond the reasonable control of the manufacturer.

Payment is expected in full upon delivery and acceptance. Statement of Origin and Bill of Sale and/or Application for Vehicle Title constitute a receipt of payment in full and will be presented at time of receipt of payment, or at delivery if prepayment is received.

The manufacturer reserves the right to make model and engineering changes where deemed necessary for improvement in design, or safety of users, without prior notice to the customer. Units will be built according to all FMVSS, DOT, and NFPA standards unless otherwise noted or requested.

We appreciate the opportunity to provide you with information. This proposal is our written documentation of agreement of terms. Please contact Sunbelt Fire, Inc., with any questions or concerns.

Respectfully submitted,

Hank Levins (via email)

Territory Manager
Sunbelt Fire, Inc.





Fire Apparatus Quotation for:
CITY OF GULFPORT



Quotation Number: 120825 Rev: 25

Unit Description: PTAL-TYPN

Quote Description: Pumper, Aluminum, Typhoon

Salesperson: RSTUARDI

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0003	OAH RESTRICTION. The unit has an overall height restriction and the height is not to be exceeded (unloaded condition).	1	10ft. 0in.
3090-0004	OAL. Unit has no overall length restrictions.	1	
3090-0006	The hose bed is to have the capacity for the following hose. Hose load shall be listed from driver to officer.	1	Lay 1 - 250 ft. of 1.75 DI Lay 2 - 1000 ft. of 4.00 LDH Lay 3 - 200 ft. of 2.50 DI Estimated Weight - 1364 lbs.
3340-1137-12B	Equipment allowance on the apparatus shall be 2000 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
BUMPERS			
1160-0008	3/16" Front Bumper Gravel Shield.	1	
1160-0208	22" Front Bumper Gravel Shield Extension.	1	
1160-0345	Heavy duty, formed, 10" front bumper with full wrap around. Corners to be tapered for an 8.5" wide mounting area. Includes support wings for outboard sides (as applicable). To be painted as specified.	1	
1160-0347-198	Bumper to have a 5.625" deep x 10.5" wide notch for recessed mechanical siren. Location: driver's side	1	
BUMPER TRAYS			
1150-0120	Bumper tray center of bumper with slats 12 inches deep (approx 11 inches to slats).	1	
1150-0139-589	Nylon black strap with a stainless steel quick release buckle for front bumper hose tray. Strap to attach to front and rear walls of tray down low as applicable. Location: center.	1	

Salescode	Extended Description	Qty	
FRAME ASSEMBLY			
1250-0011	Rear underbody support frame.	1	
1250-0080	Frame assembly with 10.25 x 3.5 x .375 powder coated galvanized rails.	1	
1250-0092	GEOMET coated frame assembly fasteners.	1	
AXLE OPTIONS			
1025-0017	Meritor RS-25-160 single rear axle 27,000 lb. capacity.	1	
1025-0028	Koni shock absorbers for front axle - adjustable.	1	
1025-0225	Meritor FL-941 front axle 18,700 lb. Includes maintenance free bushings.	1	
SUSPENSIONS			
1070-0012	Reyco rear suspension springs rated equal to the capacity of the axle. Can only be used up to 31,000.	1	
WHEEL OPTIONS			
1050-0000	Steel wheels for front axle (2).	1	
1050-0002	Steel wheels for rear axle (4).	1	
1050-0007	Front axle wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. Note: Center cap will have an inspection port IPO a logo if equipped with Sterco oil seals.	1	
1050-0008	Rear axle (single) wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. E-ONE custom chassis w/steel wheels will have chrome plated plastic lug covers.	1	
1050-0017	Each inside wheel of the single rear axle shall have valve stem extensions.	1	
TIRE OPTIONS			
1060-0005	Four Michelin 12R tires model XZE highway tread for rear axle.	1	
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
1060-0210	Two Michelin 385 tires model X MULTI HL Z for front axle.	1	
BRAKE SYSTEMS			
1100-0001	Meritor EX225H 17" disc brakes for front axle.	1	
1100-0002	AviaMeritor 16-1/2" x 7" S-cam brakes with cast brake drums for a single rear axle.	1	
1100-0005	Brake system air 4X2/4X4.	1	
1100-0006	Parking brake release mounted on the driver's side lower dash.	1	

Salescode	Extended Description	Qty	
BRAKE SYSTEMS			
1100-0020	Compression fittings for all air brake system lines. Includes cab interior air lines as applicable and accessories (if equipped).	1	
AIR SYSTEM OPTIONS			
1110-0000-001	Inlet for air system. Location: driver door jamb.	1	
1110-0002	Air dryer Bendix AD-9.	1	
1110-0006	Air lines nylon.	1	
1110-0026	Air horns Hadley e-tone recessed in bumper (PR).	1	
ENGINES & TRANSMISSIONS			
1200-0017	Push-button transmission shift selector.	1	
1200-0020	Transynd, Shell Spirax S6ATF A295, or equivalent synthetic transmission fluid for EVS3000 series.	1	
1200-0097	Electronic limiting of speed to 68 MPH maximum. Note: Axle gear ratio will be as low as possible while allowing for 68 MPH top speed to improve acceleration. Note: Max speed may be set at 65 MPH due to tire rating.	1	
1200-0412	Eng/Trans Cummins L9 380HP/EVS3000 2021 EPA compliant engine.	1	
SECONDARY BRAKING			
1125-0002	Jacobs engine compression brake.	1	
1125-0023	Transmission to seek second gear when Jacobs engine brake or Telma retarder is engaged. N/A with Trans retarder.	1	
COOLING PACKAGE			
1800-0013	Cooling system for use with Typhoon, Cyclone and Quest chassis. For use with 2010 - 2021 EPA engines. Includes coolant recovery system.	1	
FUEL SYSTEMS			
1350-0003	Fuel system 50 gallon.	1	
1350-0022	Fuel line hose rubber.	1	
ALTERNATOR			
1700-0026	Alternator Leece Neville 350 amp. 350 amp SAE/318 amp NFPA.	1	
BATTERIES			
1400-0002	Battery four group 31 1000 CCA.	1	
CHASSIS OPTIONS			

Salescode	Extended Description	Qty	
CHASSIS OPTIONS			
1680-0005	Thermatic fan clutch.	1	
1680-0006	Drivelines 1710.	1	
1680-0008	Tow eyes front painted below bumper/cab (PR).	1	
1680-0012	Tow eyes rear frame painted black.	1	
1680-0250-M58	Diesel Exhaust Fluid (DEF) 5 gallon tank. Location: left side below rear of cab.	1	
1680-0284	Radiator mounted power steering cooler.	1	
CAB MODEL			
1520-0219	Typhoon medium cab with radial wipers (58" CA).	1	
CAB ROOF TYPE			
1615-0010	Cab roof to be "flat" (non-vista).	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
CAB DOOR OPTIONS			
1550-0003	Rear crew cab doors in the medium position.	1	
1550-0080-000-G6	Red/Lemon Yellow chevron "A" printed stripe on lower cab door panel approx 12" high. Stainless steel/painted door panels only. E-ONE cabs only.	1	
1550-0084	All cab exterior entry doors to have 1250 keyed locks.	1	
1550-0114	Map pockets cab front doors aluminum plate painted Zolatone gray.	1	
1550-0115	Map pockets cab rear doors aluminum plate painted Zolatone gray. Pocket size: 14" W x 3" D x 10" H.	1	
1550-0159	Interior cab door locks - manual. Will be individually actuated from each respective door. Includes key lock on each exterior cab door handle.	1	
1550-0185	Cab door panels aluminum painted Zolatone to match cab interior paint. Includes upper and lower panels with seam below handrail.	1	
1550-0245	Anodized aluminum trim on the vertical edge of the over wheel cab compartment opening and/or rear cab compartment (ea).	1	
1550-0265	Anodize aluminum trim on bottom edge of the exterior cab compartment openings. Includes wheel well and rear compartments (as applicable).	1	
1550-0283	Driver and officer cab door windows with manual regulators. For use with new Typhoon and 100" wide Cyclone cabs.	1	
1550-0284	Rear crew cab door window(s) with manual regulator(s). For use with new Typhoon and 100" wide Cyclone cabs.	1	
1550-0287	Cab doors to be barrier style. For use with new Typhoon cab and 100" wide	1	

Salescode	Extended Description	Qty	
CAB DOOR OPTIONS			
1550-0292	Cyclone only. Door mounted Amdor model ALS-W red LED flashing lights (4). Locate lights horizontally on each cab door in the outboard position. Each individual light to be activated by corresponding cab door ajar circuit.	1	
1550-0377	All cab doors shall have exterior pull style handles with integral key lock (glass reinforced nylon).	1	
CAB STEP OPTIONS			
1640-0047	Lower steps to extend 3.5" past cab. For use with legacy Typhoon / Cyclone with barrier style doors and 2019 Typhoon / 100" wide Cyclone with barrier style or extended doors.	1	
1640-0067	Cab door bottom step lowered 4" (front and rear doors). Includes extended cab sides / fender trim. For use with barrier style doors only.	1	
MIRRORS			
1670-0001-274	Ramco 6001FFR mirrors. Remote controlled with top CAS750 manual convex. Location: mounted on front corners of cab.	1	
MISC EXTERIOR CAB OPTIONS			
1535-0464	All exterior drip rails over cabinets, etc including vertical drip rails ahead of front cab doors to be painted job color (two tone as applicable).	1	
1550-0035	No window on the driver side of the cab	1	
1675-0022	Pair of 18" handrails located just behind driver and officer front door one each side.	1	
1675-0023	Pair of 18" handrails located just behind driver and officer rear door (ALS doors if equipped) one each side.	1	
1675-0030	Mud flaps, front, black with E-ONE logo.	1	
1675-0047	Rear cab wall to be 3/16" aluminum diamond plate.	1	
1675-0197	Window cab side fixed officer's above medical cabinet.	1	
1675-0201	Large radius cab wheel well. Includes bolt-on adjustable wheel well trim.	1	
1675-0254	Rear cab and vista glass (if so equipped) to have dark tint IPOS. Glass to be smoked glass with 20% light transmittance (+/- 10%). Includes all glass rearward of front cab doors.	1	
1675-0289	Mounting plate for battery charger receptacle, indicator and air inlet (if applicable). Plate to be removable aluminum smooth plate painted job color (two-tone if applicable).	1	
1675-0399	Hansen knurled grip surface hand rails shall be Black in place of standard clear anodized handrails on cab. Handrails shall be anodized black from the factory.	4	

Salescode	Extended Description	Qty	
MISC EXTERIOR CAB OPTIONS			
	Quantity to match the number of handrails on cab exterior.		
HVAC			
1515-0053	Controls for heating and air conditioning shall be located in the center dash area. (Lower area on Typhoon and Cydone with severe duty dash)	1	
1515-0099	Air conditioning with radiator mounted condenser for use with Cummins L9 and X12 engine. Includes reduced profile evaporator w/powder coated cover and electronic controls.	1	
SEATS			
1510-0203-147	Bracket SCBA IMMI SmartDock Gen2 restraint system. Location: officer's seat.	1	
1510-0203-151	Bracket SCBA IMMI SmartDock Gen2 restraint system. Location: inboard driver's side rear wall.	1	
1510-0203-152	Bracket SCBA IMMI SmartDock Gen2 restraint system. Location: inboard officer's side rear wall.	1	
1510-0279-146	ReadyReach seat belt extender. Location: driver's seat.	1	
1510-0279-147	ReadyReach seat belt extender. Location: officer's seat.	1	
1510-0279-151	ReadyReach seat belt extender. Location: inboard driver's side rear wall.	1	
1510-0279-152	ReadyReach seat belt extender. Location: inboard officer's side rear wall.	1	
1510-0301	Seats, Valor brand.	1	
1510-0302	Seat cover material Valor Tech XD (previously identified as Cordura).	1	
1510-0303	Seat color black with red stitching.	1	
1510-0328	Driver seat USSC Valor PLA air ride.	1	
1510-0329	Officer seat USSC Valor fixed SCBA.	1	
1510-0332	Two man bench centered on rear wall with Valor SCBA backs. Includes angled corners.	1	
1685-0031	Seating capacity tag of four occupants.	1	
MEDICAL CABINETS			
1535-0030	All roll-up medical cabinet doors selected on the cab to be ROM brand.	1	
1535-0032	All medical cabinet RUD for the cab to be locking with 1250 key	1	
1535-0054	Exterior access roll up doors for medical cabinets to be painted upper cab color.	1	
1535-0202	Cab medical/storage cabinet(s) finish to be Zolatorne gray. Includes interior/exterior of cabinet and shelves/trays if equipped.	1	
1535-0320	Officer side cab wheel well medical cabinet with external locking pan door painted job color. No interior access. Cabinet is approximately 30H x 28W x 24D	1	

Salescode	Extended Description	Qty	
MEDICAL CABINETS			
	on Typhoon and Cyclone and 30H x 28W x 27D on 100" wide Cyclone and Quest (viewed from exterior).		
1535-0450	Driver side cab wheel well medical cabinet with external locking roll-up door and interior cargo net. Cabinet includes (2) adjustable shelves. Cabinet is approximately 42H x 22W x 28D on Typhoon and Cyclone and 42H x 25W x 28D on 100" wide Cyclone and Quest (viewed from interior).	1	
MISC INTERIOR CAB OPTIONS			
1680-0053	Storage below rear bench seat. (1) hinged door on each side of the bench seat.	1	
1685-0005	Lexan sun visors, driver and officer's side overhead.	1	
1685-0187	Severe duty engine cover, molded polyurethane.	1	
1685-0446	Severe duty overhead console. Includes driver, center and officer overhead ahead of air conditioning plenum. Center overhead includes siren mounting locations. Overhead to match cab interior.	1	
1685-0531	Reduced profile rear engine cover for increased legroom.	1	
1685-0577	Cup holder / tray for engine cover painted to match cab interior. Approx 14" wide x 10" long with tapered front corners and cup holders at each rear corner. For use in Typhoon and CII with severe duty engine cover. To be mounted at final inspection.	1	
1685-0669	Severe duty dash package with low profile center section. Cast alum construction. Includes smooth plate alum lower kick panels; all painted to match cab interior.	1	
1685-0683	Exterior access cabinets only to not be vented to cab interior. For use with, but not limited to, clean cab configurations.	1	
1685-0692	Cab insulation package. Includes insulation for ceiling, front wall, rear wall, side walls, below seat risers and in doors.	1	
1685-0891	Cab interior padding to be gray.	1	
CAB ELECTRICAL OPTIONS			
1750-0024-179-02	Auto-Eject receptacle inlet 20 amp located outside driver's door next to handrail with a Red cover.	1	
1750-0031	Switch horn button two position DOT/Q2B.	1	
1750-0046-195	Cab Headlights. Position: lower.	1	
1750-0073-587	Antenna base Tescosco P/N 90942 (NMO Motorola Style - also called MATM style) on cab roof. Location: officer side forward with coaxial cable terminating at the center of the dash board.	1	
1750-0075	English dominant main cab gauge cluster.	1	

Salescode	Extended Description	Qty	
CAB ELECTRICAL OPTIONS			
1750-0198-A31	Battery charger to be located behind driver's seat.	1	
1750-0343	Battery charger E-ONE LPC 20, 120 volt inlet, 20 amp output. Includes status indicator panel.	1	
1750-0449	Momentary DPF regeneration override switch.	1	
1750-0482	Control push-button switch officer switch panel for Q2B siren.	1	
1750-0483	Control push-button switch on officer's switch panel for Q2B siren brake.	1	
1750-0485	Control push-button switch officer switch panel for air horns.	1	
1750-0554	FireTech LED cab headlights.	1	
1750-0582	Light EON LED (EA) mounted in bench seat riser. The light(s) shall be wired through the compartment door switch(s) or rocker switch as applicable if equipped with cargo nets.	1	
1750-0659-172	Turn signal Federal Signal FireRay model FR6-ARROW LED amber pair located upper headlight bezel.	1	
1750-0764	Daytime Running Light TechNiq LED strip (PR) with polished alum housing located between quad headlight bezels (New Typhoon and 100" wide Cyclone only).	1	
1750-0768	TechNiq D07 LED cab door step area lighting. Includes (2) lights at each door area. Lights to be switched with door ajar.	1	
1750-0827	Quad headlight bezels (4) black ipos. Includes strip light mounting bezel between quad housings.	1	
1750-0902-593	Kussmaul dual port USB product code 091-264-N. Includes USB-C and USB-A NGR outlet charger sockets in the cab wired battery hot. Location: officer side dash.	1	
1750-0936	Dome Lts TechNiq Red/White LED. Package includes two lights mounted in the front and two mounted in the rear of the cab, White light wired through door and light assembly switch. Red light through light assembly switch.	1	
BODY COMPT LEFT SIDE			
3100-0139	Compartment L1 to have rescue style interior compartment depth and height.	1	
3100-0144	Driver side body with full height 36" wide forward and 50" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well.	1	
BODY COMPT RIGHT SIDE			
3120-0255	Officer side body with full height 36" wide forward and 50" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well.	1	
BODY COMPT REAR			
3110-0042	Single low rear compartment. For use with low hosebed. Includes smooth plate panels. This compartment shall be transverse through to the side rear	1	

Salescode	Extended Description	Qty	
BODY COMPT REAR			
3110-0044	compartments. Bolt-on diamond plate 10" tailboard (full width of body). Includes handrails- (2) mounted vertical on trailing edge of body and horizontal mounted handrail(s) below hosebed.	1	
DOORS			
3300-0017-027	Door roll up short (up to 45") with satin finish ROM. Location(s): B1.	1	
3300-0021-004	Door roll up short (up to 45") with painted finish ROM. Location(s): L2.	1	
3300-0021-016	Door roll up short (up to 45") with painted finish ROM. Location(s): R2.	1	
3300-0022-003	Door roll up tall (greater than 45") with painted finish ROM. Location(s): L1.	1	
3300-0022-005	Door roll up tall (greater than 45") with painted finish ROM. Location(s): L3.	1	
3300-0022-015	Door roll up tall (greater than 45") with painted finish ROM. Location(s): R1.	1	
3300-0022-017	Door roll up tall (greater than 45") with painted finish ROM. Location(s): R3.	1	
3300-0188-003	Drip pan (E-ONE style) for a roll-up door (EA). Location(s): L1.	1	
3300-0188-004	Drip pan (E-ONE style) for a roll-up door (EA). Location(s): L2.	1	
3300-0188-005	Drip pan (E-ONE style) for a roll-up door (EA). Location(s): L3.	1	
3300-0188-015	Drip pan (E-ONE style) for a roll-up door (EA). Location(s): R1.	1	
3300-0188-016	Drip pan (E-ONE style) for a roll-up door (EA). Location(s): R2.	1	
3300-0188-017	Drip pan (E-ONE style) for a roll-up door (EA). Location(s): R3.	1	
3300-0188-027	Drip pan (E-ONE style) for a roll-up door (EA). Location(s): B1.	1	
3300-0368	Pull-down bungee type straps for full height and high side roll-up door(s) on body / pump module. For use with ROM and AMDOR doors only.	1	
SHELVES			
3370-0245	Permanent fixed shelf. Aluminum or stainless steel body applications. Location:	3	L3; R1; R3 - AT OFFSET
3370-0246	Adjustable shelf for non-transverse compartments. Location:	3	L1 FWD
3370-0247	Tracks for adjustable shelf and/or adjustable tray in a compartment. Location:	1	L1 FWD
COMPARTMENT DIVIDERS			
3390-0557	Partition, bolt-in vertical partition wall. Location:	1	20" OFF FWD WALL
TRAYS / TOOLBOARDS			
3380-0498	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location:	1	L3
3380-0508	Adjustable heavy duty tool board with 500 lbs. capacity. Includes return style reinforcing bends on vertical front and rear edges of tool board, upper and lower	1	L1 AFT

Salescode	Extended Description	Qty	
TRAYS / TOOLBOARDS			
	adjustable track and gas shock actuated. Tool board sized to compartment height and depth as applicable. Location:		
COVERS			
3305-0002	Bi-Fold diamond plate cover for the crosslay area. Includes applicable grab handles and (2) hold downs.	1	Take off
3305-0004	Crosslay cover to be hinged forward.	1	
3305-0023	Nylon black cargo net at rear of diamond plate or vinyl hose bed cover or similar.	1	
3305-0025	Nylon black cargo net on sides for crosslay cover.	1	
3305-0034-000-13	Vinyl Black hose bed cover without rear flap(s). Requires rear cover option.	1	
3305-0119	Hold open device(s) for aluminum crosslay (single or bi-fold) cover. Locate as required based off options on module.	1	
PUMP MODULE			
3130-0167	Pump module to be 76" wide (side to side). Includes upper, lower, crosswalk, speedlay and tranverse module(s) if applicable.	1	
3130-0523	Side mount pump module. Extruded aluminum with runningboards.	1	
3130-0532	Pump panel opening is 39" wide. Pumper / tanker only.	1	
3130-0540	Pump module height is 80". Pumper / tanker only.	1	
PUMP PANELS			
3134-0055	Officer side upper pump access panel to be horizontally hinged with stainless steel door. Includes (2) push button latches and (2) hold open devices.	1	
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	
4460-0090	All single tags placed directly on the pump panel to be mechanically fastened with screws.	1	
PUMP MODULE OPTIONS			
3136-0000-202	Air horn switch at pump panel. Switch to be labeled "Evacuation Alert". Location: driver side pump panel.	1	
3136-0058	E-ONE logo mounted one each side on pump module/preconnect panels. Logos to be sized as applicable to available space on panels.	1	
3136-0138	Pump module storage pan.	1	
3136-0140	Crosslay double 7.5" wide each with extra depth to hold up to 400' of 2.0" DJ hose (each).	1	

Salescode	Extended Description	Qty	
WATER TANK			
4010-0057	530 Gallon "L" shaped Water Tank. Includes lowered rear section for lower hose bed height. Note: Any foam cell(s) optioned will reduce the overall water capacity. Tank capacity is 530 US gallon / 441 Imperial gallons / 2006 Liters.	1	
4010-0099	Fill tower(s) to be located offset to officer side of water tank.	1	
TANK PLUMBING			
4450-0010	2" tank fill Akron manual valve.	1	
4450-0119	3" tank to pump Akron manual valve w/4" tank connection.	1	
FOAM TANK			
4100-0009-590	30 gallon integral foam tank for Class A foam. Foam tank capacity will reduce the water tank capacity. Tank capacity is 30 US gallon / 25 Imperial gallons / 113 Liters.	1	
LADDER STORAGE / RACKS			
3365-0049	Brand of ladders capable of being carried on unit to be Alco-Lite.	1	
3365-0075-985	Officer side vertical storage tunnel. For use with low hose bed. Tunnel to hold: 2-section 24', 14' roof, 10' attic and (2) pike poles. Includes vertical hinged rear smooth plate door(s) with push-button latch.	1	
3365-0087-C57	The length of ladders capable of being stored shall be the following: 24' 2-section and 14' roof ladder.	1	
HANDRAILS / STEPS			
3330-0206	Step rear 10" intermediate embossed treadplate. Locate below hosebed, includes three (3) hand hold cut-outs on top of the step in place of the hand rail.	1	
3330-0277	Innovative Controls dual lighted LED folding steps rear NFPA. Includes folding steps on driver side rear of the body. (straggered stepped as applicable with tailboard depth) for NFPA hosebed access and handrail mounted on driver side upper hosebed side (as applicable).	1	
3330-0484	Hansen knurled grip surface hand rails shall be Black in place of standard clear anodized handrails on body and pump module (as applicable). Handrails shall be powder coated black from the factory.	1	
MISC BODY OPTIONS			
3000-0000	Body mainframe and hosebed side assemblies for a 80" high body.	1	
3340-0004	Hosebed above the booster tank. Includes forward hosebed and tower(s) cover plate work (as applicable). Hosebed adjustable divider extrusion in the forward area and rearward area of the hose bed to run full width of the hosebed (as is practical with other hosebed mounted equipment).	1	

Salescode	Extended Description	Qty	
MISC BODY OPTIONS			
3340-0049	Hosebed storage pan. Locate in forward area of hosebed.	1	
3340-0058	Recessed fuel fill driver side wheel well.	1	
3340-0079	Locate Tank Fill Tower(s) in the hose bed storage pan as applicable.	1	
3340-0088	Smooth plate single axle wheel well painted job color. Includes bolt-on composite wheel well liners.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0110	The rear of each hose bed divider to have a hand hold cut-out(s).	1	
3340-0145	Rub rail for the body and pump area module(s).	1	
3340-0207-003	Piping cover to be located in compartment L1. Includes compartment wall cut-outs for piping.	1	
3340-0215	Divider Long. To run full length of the hosebed (front to rear). Divider height to be half of the hosebed depth (top to bottom). For use with low hosebed configurations only.	2	
3340-0561	Access panel on back wall of the driver and officer side body compartments rearward of the wheel well for access to the frame mounted tow eyes.	1	
3340-0681	Body mainframe layout line to be 24". Includes body and all applicable modules.	1	
3340-1648	Anodized aluminum trim on bottom edge of all body compartment openings including pump enclosure if applicable with painted edges.	1	
SCBA BOTTLE STORAGE			
3320-0100	Strap, loop style to retain SCBA bottle(s). Locate one per bottle in each exterior body storage compartment.	1	
3320-0182-497	E-ONE designed (1) SCBA bottle storage driver side rear wheel well offset rearward with hinged door and push button latch. Door material to match wheel well material. Holds standard size SCBA bottle, 20lbs ABC Extinguisher (10.25"x7"x24") or 2.5 gal Water Extinguisher (9"x7"x24.5"). Door shall cover the recessed fuel fill if located in the wheel well adjacent to the SCBA storage.	1	
3320-0184-495	E-ONE designed (3) SCBA bottle storage driver side rear wheel well offset forward with hinged door and push button latch. Door material to match wheel well material. Holds standard size SCBA bottles. Upper storage troughs hold standard size 20lbs ABC Extinguisher (10.25"x7"x24") or 2.5 gal Water Extinguisher (9"x7"x24.5") in each trough.	1	
3320-0184-498	E-ONE designed (3) SCBA bottle storage officer side rear wheel well offset forward with hinged door and push button latch. Door material to match wheel well material. Holds standard size SCBA bottles. Upper storage troughs hold standard size 20lbs ABC Extinguisher (10.25"x7"x24") or 2.5 gal Water Extinguisher (9"x7"x24.5") in each trough.	1	

Salescode	Extended Description	Qty	
SCBA BOTTLE STORAGE			
3320-0184-500	E-ONE designed (3) SCBA bottle storage officer side rear wheel well offset rearward with hinged door and push button latch. Door material to match wheel well material. Holds standard size SCBA bottles. Upper storage troughs hold standard size 20lbs ABC Extinguisher (10.25"x7"x24") or 2.5 gal Water Extinguisher (9"x7"x24.5") in each trough.	1	
PUMPS			
4005-0030	Rating 1250 GPM	1	
4005-0195	Hale QFLO 750-1250 GPM pump, single stage. Requires primer option.	1	
PUMP CERTIFICATION			
4475-0000	Pump certification 750-2250 GPM	1	
PUMP OPTIONS			
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1	
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1	
4015-0098	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location on pump panel.	1	
4015-0210	Pump cooler with Innovative Control 1/4 turn valve with "T" handle and label.	1	
4015-0242	Trident primer W/3 barrel push button control. For use with 1250 GPM and larger pumps. Requires 15.6 CFM or larger engine air compressor.	1	
INTAKES			
4440-0005	2.5" Left Intake Akron Manual Valve.	1	
INTAKE OPTIONS			
4445-0048	Intake pressure relief valve. Task Force Tips.	1	
DISCHARGES AND PRECONNECTS			
4415-0008	1.5" Front bumper discharge Akron manual valve.	1	
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2	
4415-0014-581	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 1.	1	
4415-0014-582	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 2.	1	
4415-0016-584	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 2.	1	
4415-0022-350	2.5" Left Rear Discharge Akron Manual Valve. Location: left rear discharge.	1	

Salescode	Extended Description	Qty	
DISCHARGES AND PRECONNECTS			
4415-0028-351	2.5" Right Rear Discharge Akron Manual Valve. Location: right rear discharge.	1	
4415-0034-583	3" Right Pump Panel Discharge Akron Manual Valve (Waterous pumps noted location to be forward lower port). Location: right side discharge 1.	1	
4415-0041	3" Deck Gun Discharge, Akron manual valve. (outlet shall terminate with MNPT threads unless extend gun is install)	1	
4415-0178-532	Polished Stainless Steel Swivel Located on Top of Bumper officer's side of center tray for Front Bumper Discharge.	1	
4417-0106-165	Deck gun piping to be positioned centered in deck gun channel.	1	
DISCHARGE OPTIONS			
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1	
4417-0177	Innovative Controls 3/4" bleeder/drain valve include 1/4 turn T-handle.	10	
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1	
4417-0246	Dealer/Customer installed monitor, make and model as specified.	1	
PRESSURE GOVERNORS			
4465-0011	Class 1 TP6 pressure governor. Includes, water, oil, volt and tachometer.	1	
GAUGES			
4435-0084	Innovative Controls 10 LED series foam tank level gauge. On pump panel.	1	
4435-0246	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel.	10	
4435-0247	4" Innovative Controls stainless steel case master pressure gauges with bezel. Intake 30-0-400. and discharge 0-400.	1	
4435-0347-527	IC 10 LED SL series/Whelen PSTank2 water tank level gauge package. Location of Whelen PSTank2 Strip Lights: each side of cab rear of front doors.	1	
FOAM SYSTEMS			
4430-0047-556	125 GPM Akron foam eductor. Location: 1.5 first crosslay.	1	
4430-0079	The foam system performance shall be tested and certified in compliance with the applicable NFPA 1901 requirements.	1	
FOAM SYSTEM OPTIONS			
4432-0054-556	Akron Quick Disconnect Foam Pickup Tube on Driver's Side Pump Panel for Eductor. Located on: 1.5 first crosslay.	1	
ELECTRICAL SYSTEMS			

Salecode	Extended Description	Qty	
ELECTRICAL SYSTEMS			
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0049	Vehicle data recorder - 2009 / 2016 NFPA compliant. Includes occupant detection shown in multiplex display. E-ONE chassis only.	1	
5010-0055-649	Vista IV display for V-MUX electrical system. Location: driver's side engine cover.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0413	Light bar Federal Signal Navigator model NVG73-EONE 73" with (10) red (without front vista windows) or (8) red (with front vista windows) and (2) white Quadraflare LED lights. Location: Centered on the front cab roof.	1	
5300-0548	2" standard mount for front Federal Navigator light bar (PR).	1	
WARNING LIGHTS			
5550-0067	Flash rate for Federal Quadraflare and/or FireRay LED lower level warning lights to be set at QuadFlash 75 - Simultaneous.	1	
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1	
5600-0346	All warning lights to have black bezels ipo chrome where applicable.	1	
5600-0680-3RE-4T	Warning light Federal Signal FireRay model FR6 LED (PR) RED with CLEAR lenses. Surface mounted with bezel. Location: (1) each side NFPA/ULC required lower zone front facing.	1	
5600-0680-3RF-4T	Warning light Federal Signal FireRay model FR6 LED (PR) RED with CLEAR lenses. Surface mounted with bezel. Location: (1) each side NFPA/ULC required lower zone forward side facing.	1	
5600-0680-3RG-4T	Warning light Federal Signal FireRay model FR6 LED (PR) RED with CLEAR lenses. Surface mounted with bezel. Location: (1) each side NFPA/ULC required lower zone midship side facing.	1	
5600-0680-3RL-4T	Warning light Federal Signal FireRay model FR6 LED (PR) RED with CLEAR lenses. Surface mounted with bezel. Location: (1) each side NFPA/ULC required lower zone rear facing.	1	
5600-0773-3RH-4T	Warning light Federal Signal Micro Pulse Ultra model MP33 LED w/ bezel (PR) RED with CLEAR lenses. Location: (1) each side NFPA/ULC required lower zone rear side facing. Note: MicroPulse Series lights are only available with clear lenses.	1	
5600-0904-479-4T	Federal Signal PRO LED beacon. Model 300TMP (PR) RED with CLEAR lenses. Location: rear upper body on aerial style brackets.	1	
SIRENS			

Salescode	Extended Description	Qty	
SIRENS			
5500-0009	Federal PA300 electronic siren recessed mounted.	1	
5500-0010-209	Federal Q2B siren - flush mounted in bumper. Location: driver side front bumper. Requires activation switch.	1	
5500-0024-170	The primary electronic siren control is to be located center overhead.	1	
5500-0134	Federal Q2B and/or EQ2B siren - Black Chrome in place of standard.	1	
SPEAKERS			
5510-0029-211	Speaker, Federal Signal Dynamax ES100 with "E-ONE" grille through bumper. Location: officer side front bumper.	1	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0151	Marker light package cab / body LED. Body lights to be .75" Dia TecNiq for custom pumps and tankers.	1	
5150-0206	Federal Signal FireRay LED vertical mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with vertical 3 housing and weatherproof connectors.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0280	Ground light package TecNiq T440 4" LED - large.	1	
5380-0308	Compartment light package Hansen LED for medium bodies. Includes one light per compartment (two if transverse).	1	
5380-0314-003	Compartment light Hansen LED 49-65" long additional (EA). Locate LL.	1	
5380-0315	Compartment light Hansen white LED for medical cabinet (EA).	2	
LIGHTS - DECK AND SCENE			
5390-0007	Deck/scene light circuit wiring through chassis reverse. Requires rear deck or scene light.	1	
5390-0217	Crosslay light Optonics LED model TLL44. Locate to rear of crosslay (SM) and forward of crosslay (TM as applicable). Switched with work light switch in cab.	1	
5390-0251	Hose bed light Federal Signal 64LEDSCENE. Locate at the front area of hose bed. Switched with work light switch in cab.	2	
5390-0280-396	Federal Signal FireRay model FR6LEDSCENE LED scene light (PR) with weatherproof connectors. Includes switch accessible to driver (driver and officer side lights switched separately). Locate (1) each side rear compartment face up high.	1	
LIGHTS - NON-WARNING			

Salescode	Extended Description	Qty	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0010	Incandescent pump compartment light (EA).	1	
5400-0259	Techliq model E10 pump panel LED light package with (3) lights per side pump panel. Pump panels over 45" may require additional lights. Side mount only.	1	
CONTROLS / SWITCHES			
5100-0000-198	Foot switch to control air horns located driver's side.	1	
5100-0165	Audible door ajar alarm wired through door ajar light. For use with multiplex display(s) only.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
5110-0219-762	Blue Sea 12V power distribution module model 5032. Location: behind officer's seat.	1	
LIGHTS - AREA			
5450-0321	FireTech 75" 12V brow light with integrated marker lights and black housing. Includes switch accessible to driver. Replaces front brow marker lights. Requires special bracket 5450-0340 on aerials with waterway trough. Not available on aerials with deep trough.	1	
5450-0395-493	FireTech 35" 12V mini brow light with black housing and flood optics. Includes switch in cab (driver and officer side facing lights switched separately). Location: driver and officer side over rear cab door	2	
RECEPTACLES			
5470-0004-743	Receptacle household 20A/110V duplex 3-prong NEMA 5-20 with cover plate interior mounted wired to inlet receptacle. Location: L3 high on forward wall.	1	
5470-0004-746	Receptacle household 20A/110V duplex 3-prong NEMA 5-20 with cover plate interior mounted wired to inlet receptacle. Location: R3 high on forward wall.	1	
ELBOWS			
7400-0004	Elbow 30 degree chrome swivel w/2.5"FNST x 2.5"MNST.	4	
GROUND LADDERS			
7800-0007	Alco-Lite PRL-14' roof ladder.	1	
7800-0016	Alco-Lite PEL-24' 2-section extension ladder.	1	
7800-0032	Alco-Lite FL-10, 10' folding ladder w/safety shoes.	1	
MISC LOOSE EQUIPMENT			

Salescode	Extended Description	Qty	
MISC LOOSE EQUIPMENT			
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0064	Cab paint break - standard with dip to grille. Break is 31.5" inches below the drip rail on Typhoon, legacy Cyclone and 100" wide Cyclone cabs w/o 4" front raised roof.	1	
8100-0084	All applicable pump/pre-connect application modules are to have a job color finish. Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.	1	
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1	
8100-0176-000-17	Paint E-ONE chassis cab - Sikkens paint (non-metallic color). Color: FLNA 3225 E-ONE RED.	1	
8100-0177-000-35	Paint cab Sikkens two-tone (non-metallic color). Upper area of cab to be painted FLNA 4145 E-ONE BLACK.	1	
8100-0182-000-17	Paint Body - Small - For Pumpers, Rear Mounts, S/A Tankers/Wetsides and Rescues. Sikkens paint (non-metallic color). Color: FLNA 3225 E-ONE RED.	1	
8100-0186-000-13	Paint exterior surface of outer steel wheels. Sikkens paint. Color: Black.	1	
8100-0222	Paint roll up door header plate(s) job color for all painted roll-up doors.	1	
8100-0416	Front cab grille mesh painted with the waving United States flag.	1	
8100-0595	Paint front cab grille black.	1	
INTERIOR PAINT			
8150-0011	The interior of the cab to be painted Zolatone gray.	1	
8150-0024	The lower area of the painted cab interior door panels to be masked off and left un-painted for reflective material.	1	
PROTECTIVE COATINGS			
1640-0036	LINE-X package for custom cab steps: Includes cab step wells (everything below the cab floor) and all welded and bolt on steps including stirrup and swing out steps as applicable. Steps hanging below the cab shall have LINE-X coating inside and outside. DEF tank door or any other access doors are also included in this package if located in the step well area below the cab floor.	1	
1675-0219	LINE-X package for custom cab fenderettes.	1	
3130-0645	LINE-X package for side mount pump module: Includes exterior surfaces of all running boards (including speedlay running boards if applicable), integral running	1	

Salescode	Extended Description	Qty	
PROTECTIVE COATINGS			
	board platforms (underbody style not included), exterior surface of runningboard trays and lids, intermediate steps and all fabricated mounting plates installed under the module or body for plumbing options like drains, bleeders, etc. as applicable.		
3134-0152	The pump panels including gauge panels shall be coated with LINE-X.	1	
3340-0994	LINE-X package for Pumper or Tanker body (excluding eMAX), see specification for more details. Does not include LINE-X finish on hosebed cover(added separately).	1	
3340-1018	LINE-X package for body fenderettes.	1	
3340-1065	LINE-X package for Pumper or Tanker body stepping surfaces, see specification for more details.	1	
8100-0495	LINE-X: One or more components installed on this unit shall have LINE-X coating. Color shall be Black unless otherwise specified.	1	
8175-0086-000-39	The top perimeter of the bumper to have Job Color Scorpion finish. Includes top lip, radius, and approx. 1" down. Requires formed heavy duty bumper.	1	
LETTERING			
8200-0113	Scotchlite Letter (Each) upto 6" tall. The exact size, color and location of the letters as specified by the customer.	80	
8200-0114	Scotchlite Letter (Each) upto 12" tall. The exact size, color and location of the letters as specified by the customer.	17	
8200-0116	Shade and/or outline (EA) for letters as specified by the customer.	157	
8200-0117	Sign Gold Letter (Each) upto 6" tall. The exact size and location of the letters as specified by the customer.	60	
STRIPING			
8300-0084-000-G6	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Red/Lemon Yellow.	1	
8300-0093-000-G6	Chevron "A" style 6" printed sheet Scotchlite striping on front bumper. Colors to be Red/Lemon Yellow.	1	
8300-0101	Black rubrail scotchlite insert.	1	
8300-0330	Single NFPA Scotchlite Stripe - up to 6" wide and straight on cab and the body. Size, color and location as specified by the customer.	1	
8300-0334	Additional NFPA Scotchlite Stripe - upto 3" wide on cab and the body. Design, size, color and location as specified by the customer.	2	
8300-0340	Paint break Sign Gold cab stripe with outline - 3/4" wide total, gold with customer specified outline color. To be located above existing paint break.	1	

Salescode	Extended Description	Qty	
STRIPING			
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
GRAPHICS			
8400-0010-1V4	Install customer logo from an existing E-ONE design (EA). Location: reference graphics layout drawing	2	
8400-0017-1V4	A customer logo supplied to E-ONE in a digital format. Location: reference graphics layout drawing.	2	
8400-0060	Graphics drawing showing striping, lettering and logos. Requires E-ONE installed graphics.	1	
WARRANTY / STANDARD & EXTENDED			
9100-0101	Mentor 5 year / unlimited miles parts and labor warranty for front non-drive axle. Exceptions: MFS rated at 22,800 includes a 2 year / 200K miles parts and labor warranty and a front drive axle includes a 2 year / unlimited miles parts and labor warranty.	1	
9100-0102	Mentor 5 year unlimited miles, parts and labor rear drive single or rear drive tandem axle warranty.	1	
9100-0117	General One (1) Year or 24,000 Miles Limited Warranty (RFW0001)	1	
9100-0126	Custom chassis One (1) Year or 18,000 Miles Limited Warranty (RFW0101).	1	
9100-0131	Regulated Emissions Systems Five (5) Years or 100,000 Miles Limited Warranty (RFW0140). N/A for California. For units going to California use 9100-0162 with L9 and 9100-0163 with X12/15.	1	
9100-0132	Electrical One (1) Year or 18,000 Miles Limited Warranty (RFW0201).	1	
9100-0136	Body Structure Aluminum Ten (10) years or 100,000 Miles Limited Warranty (RFW0502).	1	
9100-0138	Cab Structural Ten (10) Years or 100,000 Miles Limited Warranty (RFW0602).	1	
9100-0139	Plumbing and piping (Stainless Steel) Ten (10) years or 100,000 Miles Limited Warranty (RFW0800).	1	
9100-0140	Paint and Finish (Exterior Clear coated) Ten (10) Years Limited Warranty (RFW0710).	1	
9100-0151	Frame Rail Corrosion (Zinc Plate and Powder Coat) Twenty Five (25) Years or 150,000 Miles Limited Warranty (RFW0316).	1	
9100-0165	Frame Rail Lifetime (50) Years or 250,000 Miles Limited Warranty (RFW0305).	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			

Salescode	Extended Description	Qty	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0012	Pump panel approval drawings. Will be provided on purchased units prior to construction.	1	
9300-0016	Approval Drawings-Standard.	1	
9300-0031	Dash/Console panel layout approval drawings. Will be provided on purchased units prior to construction.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	
Dealer Supplied Equipment			

QUOTATION

Sunbelt Fire, Inc.

Gulfport Fire Department
Gulfport, Mississippi

Quote No: 10070-0001
EQ

===== EQUIPMENT LIST FOR TRUCKS =====

09/27/2022

Page 1

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
01-25-2600	Adapter, TFI, AA5NJ-NF, 2.5" FM x 1.5" M, Rgd, LW	8	44.00	352.00
01-25-5200	Adapter, TFI, AA7NJ-NJ, 2.5" DFM, SWL, LW	8	70.00	560.00
01-25-8200	Adapter, TFI, AA6NJ-NJ, 2.5" DM, LW	8	40.00	320.00
01-30-1100	Adapter, TFI, AA2SP-NJ, 2.5" M x 4" Storz	2	204.00	408.00
01-30-3100	Adapter, TFI, AA1SP-NJ, 2.5" FM x 4" Storz	2	205.00	410.00
01-30-3300	Adapter, TFI, AA1HSP-NP, 4" FM x 4" Storz	2	244.00	488.00
01-30-3400	Adapter, TFI, AA1HSP-NR, 4.5" FM x 4" Storz	2	267.00	534.00
03-07-1300	Axe, Leatherhead FAL-6 #6 Flat Head Lime	2	76.00	152.00
03-07-1800	Axe, Leatherhead PAL-6 #6 Pick Head Lime	2	82.00	164.00
03-10-1100	Axe Mounting Bracket, PAC #1011/1004, Flat Head	2	176.00	352.00
03-10-1200	Axe Mounting Bracket, PAC #1012/1004, Pick Head	2	212.00	424.00
09-01-1500	Tool Mt, PAC 1004, Handlelok, Clamp, Adj. 125"-1.75"	4	91.00	364.00
09-30-3200	Nozzle Mounting, South Park, Tri-Loc, 2.5"	6	75.00	450.00
13-15-1100	Cap, TFI, A01SP, 4" Stz	4	128.00	512.00
20-XX-1000	Deck Gun, TFI Radius, Y35-D24A, 3" ANSI x 2.5" M, 12V Stow Lt	2	4492.00	8984.00
23-01-1200	Elbow, TFI, AH3SP-NL, 3" Fx4" Stz	2	316.00	632.00
35-01-3400	Hose, Ponn Gladiolator, FG17X100*15N, 1.75" x 100', 1.5" Cplgs,	2	727.00	1454.00
35-05-8400	Hose, All Am 8D17X50*15N, 1.75"x50', RED, DJ 1.5" Cplgs (Direct)	4	244.00	976.00
35-05-8401	Hose, All Am 8D17X50*15N, 1.75"x50', YELLOW, DJ 1.5" Cplgs	6	244.00	1464.00
35-05-8402	Hose, All Am 8D17X50*15N, 1.75"x50', GREEN, DJ 1.5" Cplgs	8	244.00	1952.00
35-05-8403	Hose, All Am 8D17X50*15N, 1.75"x50', BLUE, DJ 1.5" Cplgs	8	244.00	1952.00
35-05-8500	Hose, All Am 8D25X50*25N, 2.5"x50', RED, DJ (Direct)	8	323.00	2584.00
37-01-5100	Hose, All Am, HFX40X100*40S, 4" x 100', 4" Stz cplgs, RED (Direct)	10	1128.00	11280.00
37-01-5100	Hose, All Am, HFX40X100*40S, 4" x 100', 4" Stz cplgs, YELLOW	10	1128.00	11280.00
60-05-0001	Nozzle, TFI, GF2C2S, G-Force 1.5" Sel. Gal, w/ Grip	2	714.00	1428.00
60-07-2500	Nozzle, TFI, H-VPGI, 1.5", 90-300, Handline, Grip, Automatic	4	1178.00	4712.00
60-10-1300	Nozzle, TFI, H-2VPGI, 2.5", 90-300, Handline, Grip, Auto	2	1236.00	2472.00
60-20-1200	Nozzle, TFI, M-R1250-NJ, 2.5", Master Stream Automatic, 1250	2	1501.00	3002.00
60-20-3100	Tips, TFI, FS-3STACK, 1.5", Base Triple Stacked	2	156.00	312.00
60-20-3750	Tips, TFI, FSS8, Straight Tip, 1.5" Inlet, 7/8" Taper	2	120.00	240.00
60-90-1405	Shutoff, TFI, J140FP, 2.5", Pistol Grip	2	379.00	758.00
60-90-1501	Shutoff, TFI, Playpipe, H2-VPP, 2.5" x 1.5"	1	767.00	767.00
63-05-1500	NY Hook, Leatherhead NYH-4-D, 4" Black, D-Handle	2	158.00	316.00
63-07-1600	American Hook, Leatherhead, PLL-8AH-B, 8" Hiviz Lime, Butt End	2	115.00	230.00
63-07-1700	American Hook, Leatherhead, PLL-10AH-B, 10" Hiviz Lime, Butt	2	124.00	248.00
69-01-1200	Salvage Cover, Husky HTV 12 x 14 10 oz Vinyl	2	128.00	256.00
77-30-1100	Spanner Set, TFI, A3810, 4 Spanners, Bkt	2	178.00	356.00
77-30-1400	Spanner Set, TFI, A3845, 2 Spnr, 3835 Hyd, Bkt	3	243.00	729.00
77-30-1800	Spanner Wrench, TFI, A3835, Hydrant	4	82.00	328.00
85-05-1100	Intake Vlv, w/30 S dnt el, TFI, AZ1SP-NX, 4" Stz rgd x 6" F NH SW	2	2096.00	4192.00

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 APPROVE AND AUTHORIZE EXECUTION OF SUBAWARD AGREEMENTS
BETWEEN THE CITY OF GULFPORT, MISSISSIPPI, AND THE CITY OF BILOXI,
MISSISSIPPI, AND BETWEEN THE CITY OF GULFPORT, MISSISSIPPI, AND
HARRISON COUNTY, MISSISSIPPI, RELATING TO THE EDWARD BYRNE
MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY 2022, AND FOR
RELATED PURPOSES**

WHEREAS, the Gulfport Police Department is eligible to receive funds through the Department of Justice, Justice Assistance Grant (JAG); and

WHEREAS, under this program, the Cities of Biloxi and Gulfport, along with Harrison County, have been certified by Mississippi's Attorney General as having a disparate allocation, which occurs when a constituent unit of local government is scheduled to receive one and one-half more than another constituent unit, and jurisdictions certified as disparate must submit a joint application for the aggregate of funds allocated to each jurisdiction; and

WHEREAS, pursuant to the proposed Subaward Agreement between the City of Gulfport (pass-through entity) and the City of Biloxi (subrecipient) (Exhibit "A" hereto), Biloxi agrees to use the award funds in accordance with the terms and provisions of the Subaward Agreement; and

WHEREAS, pursuant to the proposed Subaward Agreement between the City of Gulfport (pass-through entity) and Harrison County (subrecipient) (Exhibit "B" hereto), Harrison County agrees to use the award funds in accordance with the terms and provisions of the Subaward Agreement; and

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 SUBAWARD AGREEMENT BETWEEN THE CITY OF GULFPORT, MISSISSIPPI, AND THE CITY OF BILOXI, MISSISSIPPI, PERTAINING TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY 2022, a copy of which is annexed hereto as Exhibit “A”, is hereby approved in substantially the form attached hereto and the execution by the Mayor on behalf of the City of Gulfport is hereby authorized and application for the grant funding is hereby authorized.

SECTION 3. That the proposed SUBAWARD AGREEMENT BETWEEN THE CITY OF GULFPORT, MISSISSIPPI, AND HARRISON COUNTY, MISSISSIPPI, PERTAINING TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY 2022, a copy of which is annexed hereto as Exhibit “B”, is hereby approved in substantially the form attached hereto and the execution by the Mayor on behalf of the City of Gulfport is hereby authorized and application for the grant funding is hereby authorized.

SECTION 4. 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

SUBAWARD AGREEMENT

BETWEEN THE CITY OF GULFPORT, MISSISSIPPI, AND THE CITY OF BILOXI, MISSISSIPPI, PERTAINING TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY 2022

This Subaward Agreement (hereinafter, "Agreement") is made and entered into this _____ day of _____, 20____, by and between the City of Gulfport, Mississippi (hereinafter, "Gulfport"), and the City of Biloxi, Mississippi (hereinafter, "Biloxi"), acting by and through their respective governing authorities, and pertains to Federal Award 15PBJA-22-GG-02253-JAGX, an award from the United States Department of Justice, Bureau of Justice Assistance (Federal Awarding Agency) under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program for fiscal year 2022.

WHEREAS, Biloxi and Gulfport believe that performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that Gulfport shall be both the fiscal and applicant agent as respects the aforementioned Federal Award; and

WHEREAS, certain grant funding has been awarded to the Gulfport and Biloxi by way of the Edward Byrne Memorial Justice Assistance Grant Program FY 2022 (hereinafter "JAG Award") as of September 23, 2022 (Federal Award Date), and Gulfport agrees to disburse the funds from the JAG Award to Biloxi as the amounts appear on the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2022 allocation list.

NOW THEREFORE, the City of Gulfport, Mississippi, and the City of Biloxi, Mississippi, agree as follows:

Section 1. Parties

For purposes of this Agreement, Gulfport is the pass-through entity and Biloxi is the subrecipient. The DUNS number for Biloxi is 072610058.

Section 2. Period of Performance

The Subaward period of performance start date is October 1, 2022. The Subaward period of performance end date is September 30, 2025.

Section 3. Award Information

- A. Federal Award Number: 15PBJA-22-GG-02253-JAGX
- B. Federal Award Date: September 23, 2022
- C. Federal Award Project Description: Enhancement of Equipment
- D. Total amount of Federal Award: \$89,307.00.
- E. Total Amount of Federal Funds Obligated to the Subrecipient: \$25,009.00
- F. Amount of Federal Funds Obligated in this action/agreement: \$89,307.00

- G. Federal Award Agency: United States Department of Justice, Bureau of Justice Assistance
- H. Contact information for the awarding official: Yolaine.Faustin, (202)353-1720; 810 7th Street NW, Washington, DC 20531; yolaine.faustin@usdoj.gov.
- I. CFDA number: 16.738.
- J. CDFA name: Edward Byrne Memorial Justice Assistance Grant program.
- K. This award is not for Research and Development.
- L. Indirect cost rate for the Federal Award: \$0.00.
- M. Special Conditions applicable to this Award may be found in Exhibit "A" hereto which is incorporated herein by reference.

Section 4. Subaward Information

A. Subaward Project Description: Biloxi will enhance equipment by purchasing computer hardware.

B. Subaward Budget:

• Equipment:	
Computer hardware/office equipment	\$15,009.00
Other	
Transportation for motorcycle units	<u>10,000.00</u>
Total Cost: \$25,009.00	

Section 5. Compliance with Federal Statutes, Regulations and Applicable Federal Award

- A. Biloxi shall ensure that, in the execution of this Federal Award, it will act in full accord with applicable federal statutes and regulations and the terms and conditions of the Federal Award.
- B. Biloxi shall provide to Gulfport an organizational chart showing placement of individuals responsible for financial and programmatic matters.
- C. Biloxi shall provide to Gulfport an overall description of financial management or accounting system or software to be used to manage awarded funds.
- D. Biloxi shall provide to Gulfport documentation regarding disbursements, payments, grant expenditures, procurements, approvals of expenses, check issuances, and any use of grant funds.
- E. Biloxi shall provide to Gulfport with any documented internal audits conducted of grant funded activities.

Section 6. Additional Requirements on the Sub-Recipient

- A. Biloxi shall ensure that awarded funds are utilized in accordance with the project description.

- B. Biloxi shall maintain records of purchases, equipment used, and equipment status. Said records shall be made available to Gulfport upon request.
- C. Biloxi shall permit Gulfport and any auditors assigned to audit the funds associated with the Federal Award that is the subject of this Agreement to have access to Biloxi's records and financial statements as is necessary for Gulfport to meet the obligations placed on it by 2 C.F.R. § 200.

Section 7. Closeout of the Subaward

- A. Closeout procedures shall begin within ninety (90) days of the end date of the award (September 30, 2025), or any approved extension.
- B. Biloxi shall submit the following to Gulfport, as pass-through entity:
 - 1. Final Federal Financial Report (FFR) (submitted on SF-425). This final report should not reflect any unliquidated obligations. The FFR shall be reconciled against the Biloxi's internal accounting records. All entries in the accounting system must be supported by adequate source documentation (i.e., original invoices and contracts). All allowable costs incurred, both at the recipient and subrecipient level shall be reported.
 - 2. Any unobligated or unexpended funds will be de-obligated from the award amount. To avoid de-obligation, all funds must be obligated prior to the award end date.
 - 3. Match requirements must be met by the award end date and included in the FFR.
 - 4. If Biloxi has drawn down funds in excess of their Federal expenditures, it shall return unused funds to the awarding agency when they submit the FFR.
 - 5. A final progress report must be prepared in accordance with instructions provided by the awarding agency's program office.
 - 6. Special condition(s) must have been met and removed via Grant Adjustment Notice.
 - 7. Inventions that were conceived or first introduced to practice during the course of work under the award project must be listed on an invention report PRIOR TO closeout.
 - 8. Real or personal property reports must be submitted in accord with the terms of the award.
 - 9. Biloxi shall provide to Gulfport any other report or documentation required to be submitted by applicable Federal statute or regulation or the terms and conditions of the Federal Award.

REST OF PAGE LEFT BLANK INTENTIONALLY

Agreed to this this _____ day of _____, 20____.

CITY OF GULFPORT, MISSISSIPPI

Billy Hewes, Mayor

ATTEST:

Clerk

CITY OF BILOXI, MISSISSIPPI

Andrew Gilich, Mayor

ATTEST:

Clerk

SUBAWARD AGREEMENT

BETWEEN THE CITY OF GULFPORT, MISSISSIPPI, AND HARRISON COUNTY, MISSISSIPPI, PERTAINING TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY 2022

This Subaward Agreement (hereinafter, "Agreement") is made and entered into this _____ day of _____, 20____, by and between the City of Gulfport, Mississippi (hereinafter, "Gulfport"), and Harrison County, Mississippi (hereinafter, "Harrison County"), acting by and through their respective governing authorities, and pertains to Federal Award 15PBJA-22-GG-02253-JAGX, an award from the United States Department of Justice, Bureau of Justice Assistance (Federal Awarding Agency) under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program for fiscal year 2022.

WHEREAS, Harrison County and Gulfport believe that performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that Gulfport shall be both the fiscal and applicant agent as respects the aforementioned Federal Award; and

WHEREAS, certain grant funding has been awarded to the Gulfport and Harrison County by way of the Edward Byrne Memorial Justice Assistance Grant Program FY 2022 (hereinafter "JAG Award") as of September 23, 2022 (Federal Award Date), and Gulfport agrees to disburse the funds from the JAG Award to Harrison County as the amounts appear on the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2022 allocation list.

NOW THEREFORE, the City of Gulfport, Mississippi, and the City of Harrison County, Mississippi, agree as follows:

Section 1. Parties

For purposes of this Agreement, Gulfport is the pass-through entity and Harrison County is the subrecipient. The DUNS number for Harrison County is 020879268.

Section 2. Period of Performance

The Subaward period of performance start date is October 1, 2022. The Subaward period of performance end date is September 30, 2025.

Section 3. Award Information

- A. Federal Award Number: 15PBJA-22-GG-012253-JAGX
- B. Federal Award Date: September 23, 2022
- C. Federal Award Project Description: Enhancement of Equipment
- D. Total amount of Federal Award: \$89,307.00
- E. Total Amount of Federal Funds Obligated to the Subrecipient: \$17,450.00
- F. Amount of Federal Funds Obligated in this action/agreement: \$86,369.00

- G. Federal Award Agency: United States Department of Justice, Bureau of Justice Assistance
- H. Contact information for the awarding official: Yolaine Faustin, (202)353-1720; 810 7th Street NW, Washington, DC 20531; yolaine.faustin@usdoj.gov.
- I. CFDA number: 16.738.
- J. CDFA name: Edward Byrne Memorial Justice Assistance Grant program.
- K. This award is not for Research and Development.
- L. Indirect cost rate for the Federal Award: \$0.00.
- M. Special Conditions applicable to this Award may be found in Exhibit “A” hereto which is incorporated herein by reference.

Section 4. Subaward Information

- A. Subaward Project Description: Harrison County will enhance equipment by purchasing a computer hardware.

- B. Subaward Budget:

- **Equipment:**
Computer hardware \$17,450.00

Total Cost: \$17,450.00

Section 5. Compliance with Federal Statutes, Regulations and Applicable Federal Award

- A. Harrison County shall ensure that, in the execution of this Federal Award, it will act in full accord with applicable federal statutes and regulations and the terms and conditions of the Federal Award.
- B. Harrison County shall provide to Gulfport an organizational chart showing placement of individuals responsible for financial and programmatic matters.
- C. Harrison County shall provide to Gulfport an overall description of financial management or accounting system or software to be used to manage awarded funds.
- D. Harrison County shall provide to Gulfport documentation regarding disbursements, payments, grant expenditures, procurements, approvals of expenses, check issuances, and any use of grant funds.
- E. Harrison County shall provide to Gulfport with any documented internal audits conducted of grant funded activities.

Section 6. Additional Requirements on the Sub-Recipient

- A. Harrison County shall ensure that awarded funds are utilized in accordance with the project description.
- B. Harrison County shall maintain records of purchases, equipment used, and equipment status. Said records shall be made available to Gulfport upon request.
- C. Harrison County shall permit Gulfport and any auditors assigned to audit the funds associated with the Federal Award that is the subject of this Agreement to have access to

Harrison County's records and financial statements as is necessary for Gulfport to meet the obligations placed on it by 2 C.F.R. § 200.

Section 7. Closeout of the Subaward

- A. Closeout procedures shall begin within ninety (90) days of the end date of the award (September 30, 2025), or any approved extension.
- B. Harrison County shall submit the following to Gulfport, as pass-through entity:
 - 1. Final Federal Financial Report (FFR) (submitted on SF-425). This final report should not reflect any unliquidated obligations. The FFR shall be reconciled against the Harrison County's internal accounting records. All entries in the accounting system must be supported by adequate source documentation (i.e., original invoices and contracts). All allowable costs incurred, both at the recipient and subrecipient level shall be reported.
 - 2. Any unobligated or unexpended funds will be de-obligated from the award amount. To avoid de-obligation, all funds must be obligated prior to the award end date.
 - 3. Match requirements must be met by the award end date and included in the FFR.
 - 4. If Harrison County has drawn down funds in excess of their Federal expenditures, it shall return unused funds to the awarding agency when they it submits the FFR.
 - 5. A final progress report must be prepared in accordance with instructions provided by the awarding agency's program office.
 - 6. Special condition(s) must have been met and removed via Grant Adjustment Notice.
 - 7. Inventions that were conceived or first introduced to practice during the course of work under the award project must be listed on an invention report PRIOR TO closeout.
 - 8. Real or personal property reports must be submitted in accord with the terms of the award.
 - 9. Harrison County shall provide to Gulfport any other report or documentation required to be submitted by applicable Federal statute or regulation or the terms and conditions of the Federal Award.

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Agreed to this this _____ day of _____, 20____.

CITY OF GULFPORT, MISSISSIPPI

Billy Hewes, Mayor

ATTEST:

Clerk

HARRISON COUNTY, MISSISSIPPI

President
Harrison County Board of Supervisors

ATTEST:

Clerk

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2022, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AUTHORIZING THE CITY OF GULFPORT TO ACCEPT AN ASSISTANCE TO FIREFIGHTERS GRANT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND FOR RELATED PURPOSES

WHEREAS, the Federal Emergency Management Agency offers Assistance to Firefighters Grants to assist local fire departments in preparing for and responding to emergencies within their respective jurisdictions; and

WHEREAS, the City of Gulfport, pursuant to authority granted by the City Council, applied for the Assistance to Firefighters Grant CHP Grant for funding to assist with the purchase of a Personal Protective Equipment Washer and Drying Cabinet (to be house at Station 5) at a total cost of \$26,389.00 (note: due to the passage of time and supply chain issues, the total cost has now risen to \$37,139.00, but the Fire Department wishes to proceed with the purchase and grant acceptance); and

WHEREAS, Grant funding in the amount of \$23,990.00 has been awarded (Award No. EMW-2021-FG-02006) to the City of Gulfport and, if the grant is accepted, the remaining funds required for the purchase of the PPE Washer and Drying Cabinet will be drawn from funds already budgeted to the Fire Department and no new funding will be required; and

WHEREAS, the City of Gulfport, by and through its Fire Department, has requested authority to accept the FEMA Assistance to Firefighters Grant as more fully set forth in the memorandum of Fire Chief, Billy Kelley, attached hereto as Exhibit "A", which memorandum provides additional details regarding the grant, including funding information.

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

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

Section 2. That the City of Gulfport, by and through the Gulfport Fire Department, be and it is hereby authorized to accept the Federal Emergency Management Grant Assistance to Firefighters Grant

in the amount of \$23,990.00, the details of which are more fully set forth in the Memorandum from Fire Chief Billy Kelley attached hereto as Exhibit “A” and to take any and all steps as may be required to complete and effectuate said acceptance, including execution of the same by the appropriate official of the City (Mayor, Fire Chief).

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2022.

APPROVED:

MAYOR



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
Leonard Papania, CAO
Councilman Kenneth Casey
Councilman Ron Roland
Councilwoman Ella Holmes-Hines
Councilman F.B. Walker IV
Councilman Myles Sharp
Councilman Robert Flowers
Councilman Richard Kosloski

From: Billy Kelley, Fire Chief

Date: November 17, 2022

Re: **Permission to Accept Assistance to Firefighters Grant (AFG) from FEMA**

Please place the item described below on the December 6, 2022 Council Agenda.

The Gulfport Fire Department respectfully requests permission to accept grant funding from FEMA for the Assistance to Firefighters Grant Program (AFG) in the amount of \$23,990.00 in federal funding. This is for the purchase of a Personal Protective Equipment Washer and Drying Cabinet to be housed at Station 5. The gear cleaning program that we currently operate saves the department \$75,000 per year by doing it in house by GFD personnel. At the time of the grant application the cost was \$ 26,389.00 and now due to inflation and supply chain issues the total cost is now \$37,139.00.

Thank you for your consideration in this matter,

A handwritten signature in blue ink that reads "Billy Kelley". The signature is fluid and cursive, with the first name "Billy" and last name "Kelley" clearly distinguishable.

Billy Kelley
Fire Chief, City of Gulfport

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472



Billy Kelley
GULFPORT, CITY OF
2309 15TH ST
GULFPORT, MS 39501

EMW-2021-FG-02006

Dear Billy Kelley,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2021 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$23,990.00 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$2,399.00 for a total approved budget of \$26,389.00. Please see the FY 2021 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2021 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

Summary Award Memo

Program: Fiscal Year 2021 Assistance to Firefighters Grant

Recipient: GULFPORT, CITY OF

UEI-EFT: GV87J67CQZB6

DUNS number: 043248207

Award number: EMW-2021-FG-02006

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2021 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

PPE Washer/Extractor/Dryer

DESCRIPTION

NFPA 1851 compliant direct from manufacturer - 100 max G force extract speed and max temperature of 105 degrees Capacity 60 lb. Holds 4-5 sets of gear Pre-programmed formulas for decontaminating Firefighter Gear Sealed Ball Bearings 5 year limited warranty on shell, frame and cylinder

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$13,366.00	\$13,366.00	Equipment

PPE Washer/Extractor/Dryer

DESCRIPTION

Drying Cabinet Holds 6 sets of gear, Stainless steel cabinet construction, NFPA 1851 compliant temperature standards direct from manufacturer Fastest drying cabinet in the industry

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$13,023.00	\$13,023.00	Equipment

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$26,389.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$23,990.00
Non-federal	\$2,399.00
Total	\$26,389.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2021 AFG NOFO.

Approved request details:

Equipment

Agreement Articles

Program: Fiscal Year 2021 Assistance to Firefighters Grant

Recipient: GULFPORT, CITY OF

UEI-EFT: GV87J67CQZB6

DUNS number: 043248207

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Table of contents

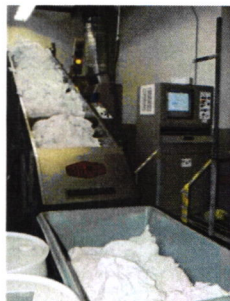
Quotes for the Extractor and Drying Cabinet to be purchased with AFG FEMA grant				
	PELLERIN LAUNDRY	LOOMIS BROS. EQUIP.	EQUIPMENT INTERNATIONAL	
Gear Guardian Extractor	\$ 13,959.00	\$ 14,518.00	\$ 15,695.00	
Gear Guardian Drying Cabinet	\$ 21,745.00	\$ 22,615.00	\$ 23,295.00	
Delivery & Installation	\$ 1,435.00	\$ 2,300.00	\$ 3,600.00	
TOTAL	\$ 37,139.00	\$ 39,433.00	\$ 42,590.00	
	Lowest and Best Bid			



GULFPORT FIRE DEPT

GULFPORT, MS

GRANT ELLIS - PELLERIN LAUNDRY MACHINERY



PELLERIN

LAUNDRY MACHINERY SALES COMPANY, INC.

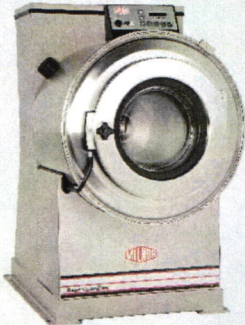
October 25, 2022

Chad Bryant
Gulfport Fire Dept
Gulfport, MS



Mr. Bryant,

In accordance with your recent request, please find the following laundry equipment proposal. Pricing does include installation services as detailed below and freight services (FOB Factory).

GEAR GUARDIAN WASHER EXTRACTOR				
MILNOR	30022T6X GEAR GUARDIAN	QTY	PRICE EA.	TOTAL
		1	\$13,959.00	\$13,959.00
	- Capacity: 60 lb. (27 kg) - Holds 4-5 Sets of Gear - Controller Type: E-P Express® - 10 Pre-Programed Formulas for Decontaminating Firefighter Gear - Sealed Ball Bearings - Single Motor - Inverter Driven - 4 Speeds - Six (6) Liquid Chemical Injection Ports - NFPA 1851 Compliant Direct from the Manufacturer - 100 Max G-Force Extract Speed and Max Temperature of 105 Degrees 5-Year Limited Warranty on Shell, Frame & Cylinder 208-240/60/3 Electrical Service			
GEAR GUARDIAN DRYING CABINET				
MILNOR	FC-6 GEAR GUARDIAN	QTY	PRICE EA.	TOTAL
		1	\$21,745.00	\$21,745.00
	- Holds 6 Sets of Gear - Stainless Steel Cabinet Construction - Complies with NFPA 1851 Temperature Standards Direct from the Manufacturer - Fastest Drying Cabinet in the Industry 208/60/3 Electrical Service - Please Confirm			
	INCLUDES OPTIONAL PIECES - Boot / Glove Rack – Stainless steel plate and tubes hold one pair of boots and two pairs of gloves - Utility Rack (x1) – Galvanized utility rack for drying hoses or other gear, 200 lbs capacity			

PELLERIN

LAUNDRY MACHINERY SALES COMPANY, INC.

SHIPPING		
FREIGHT	Freight Cost to Gulfport, MS	TOTAL
		\$225.00
INSTALLATION		
INSTALL	- Install 1 Milnor Washer & 1 Milnor Drying Cabinet - Start-up and Training - See Installation Services Below for Details	TOTAL
		\$1,210.00
PROJECT TOTAL		
SUB-TOTAL		\$37,139.00
Prices do not Include Applicable Taxes. Applicable Taxes will be Added to Invoice.		

PELLERIN

LAUNDRY MACHINERY SALES COMPANY, INC.

INSTALLATION SERVICES (Included in Above Pricing)

PELLERIN'S RESPONSIBILITIES	• Deliver Equipment to Property • Unload, Uncrate & Assemble • Move Equipment Into Laundry Area; Set in Place • Bolt-Level-Grout as Required • Make Equipment Ready for Final Utility Connections to be performed by customer or Customer's Contractors • Return Trip for Start-up and Training (Pricing includes 2 trips by our service technicians to complete the installation. If additional trips are required due to job site not being ready or other restrictions, additional charges may apply.)
CUSTOMER'S RESPONSIBILITIES	• Provide Adequate and Clear Access Into and Through the Laundry Area • Provide Paved Pathway from Outside Trailer Access to the Laundry Area • Provide the Required Utility Services to Code with Operational Shut-offs and Electrical Disconnects • Make Final Utility Service Connections to Equipment per Manufacturer's Specifications. These Utilities include Water, Gas, Electric, Drain, Air and Steam • Provide All Sheet Metal Ductwork Connections per Code • If raised housekeeping pad is provided for washers, assure that the pad is properly sized to accommodate the washer(s) and is poured monolithically with floor's foundation • If Dryers are Purchased, Provide 1 ½ Square Feet of Unrestricted Make-up Air per 1,000 CFM's Exhausted (refer to installation manual for details) • Assure the Suitability of the Foundation where the equipment is to be anchored and that the foundation is free and clear of electrical conduit, wiring, structural members, plumbing, etc. • Provide an Area for the Disposal of Crating-Packing Materials

*Installation Services are Based on Non-Union Rates;
Installation Times to be Between 8:00am-5:00pm, Monday – Friday, Unless Otherwise Stated.*

In order to secure equipment pricing and proceed with ordering the equipment, please select options and voltage, sign this quotation and email or fax it back to my attention at (504) 467-9244.

Should you require any additional information, please do not hesitate to contact me.
Sincerely,

Grant Ellis

Territory Manager

MS, AL, FL Gulf Coast

Pellerin Laundry Machinery Sales Company, Inc.

Cell: 225-315-3099

Email: grant.ellis@pellerinlaundry.com

Need Service/Parts? Call 504-467-9593



Pellerin Laundry Machinery Sales Company, Inc.
TERMS AND CONDITIONS

1. Above prices are firm for thirty (30) days from the date of this proposal, unless expressly stated in Pellerin's quotation. We will be pleased to provide extended pricing beyond that time period upon request. The above pricing is contingent upon execution of these Terms and Conditions by Customer and a receipt of a purchase order in lieu of a contract / subcontract. All purchase orders and correspondence are to be sent directly to Pellerin's Corporate Office located at 731 Jackson Street, Kenner, LA 70062, emailed to sales@pellerinlaundry.com, or faxed to (504) 467-9244. To the extent of any inconsistency between the terms and conditions set forth herein and the quotation, the quotation shall control. Pellerin Shall not be bound by any terms and conditions included in any Customer prepared purchase order (or other documentation) unless such terms and conditions are expressly accepted and signed by Pellerin.
2. **Title:** Unless otherwise set forth in the quotation, all sales are F.O.B. Shipping Point and risk of loss or damage and title of equipment shall shift to Customer at the time of shipment. Notwithstanding the foregoing, for Customer's without prior approved credit for whom payment is required prior to delivery, title to the equipment shall not shift to Customer until the purchase price is paid in full.
3. **Freight:** Unless otherwise set forth in the quotation, Customer is responsible for all freight charges, which will be prepaid by Pellerin and added to the purchase price.
4. **Taxes:** Prices exclude taxes, and Customer shall be responsible for all taxes or levies, including any sales/use taxes, arising out of or in connection with the products or services provided to Customer (excluding taxes based on Pellerin's net income). If Customer is tax exempt, Pellerin requires a copy of its tax exemption certificate applicable to laundry equipment.
5. **Payment terms:** Unless otherwise set forth in the quotation, payment terms are 35% non-refundable earnest money deposit with order; balance due Net 10 days following shipment, with prior approved credit. Pellerin reserves the right to modify the payment terms set forth in this agreement and/or the quotation if there is a material change in the ownership, operations, financial condition or credit-worthiness of the Customer.
6. **Default.** Customer agrees to pay Pellerin interest at the rate of 12% per year, compounded daily (or the highest lawful rate, if less) on all amounts owed to Pellerin if any payment is not received by Pellerin when due. In the event that it becomes necessary to pursue legal action for the collection of any amounts owed to Pellerin, Customer agrees to pay reasonable attorney fees incurred by Pellerin plus all other costs of suit incurred by Pellerin in connection with such collection. If the Customer is in default under any of the terms of this agreement or the quotation, then Pellerin may retain all payments and deposits made by Customer as liquidated damages. The Customer agrees that such liquidated damages are reasonable. The foregoing shall not limit, or prevent Pellerin from pursuing, any other remedies that it may be entitled to under the law. To the extent the full purchase price is not paid prior to shipment, Customer hereby grants Pellerin a continuing security interest in all equipment, goods, parts, accessories, and attachments sold to Customer pursuant to this agreement and the quotation (the "Collateral"). Upon request, Customer agrees to execute and deliver to Pellerin a security agreement and any additional documents reasonably required to perfect Pellerin's security interest in the Collateral, and Customer authorizes Pellerin to file a UCC-1 financing statement or other lien instrument.
7. **Cancellation.** Orders accepted by Pellerin shall not be subject to cancellation except with Pellerin's expressed written consent. In addition to Pellerin's right to retain any payments and deposits made by Customer, Orders cancelled will be subject to a 25% cancellation charge.
8. **Lead Times:** Current estimated shipping schedules for this equipment are set forth in the quotation. For requested deliveries beyond that time period, please consult the Corporate Office. Extended delivery requests may affect pricing as quoted.
9. **Delays.** If, for any reason, the Customer request delays in shipment / delivery beyond its original requested date, Pellerin will use reasonable efforts to accommodate that delay. Pellerin will advise the Customer if arrangements must be made for the storage of the machinery to accept and store the equipment properly, which arrangements will be at the Customer's expense. Additionally, Pellerin reserves the right to charge Customer for interest expenses incurred by Pellerin (including reasonable internal costs of funds) resulting from such request to delay shipment / delivery. Pellerin shall not be liable for any damages caused by delay in delivery beyond its reasonable control.
10. **Installation.** Unless otherwise described in installation services in the quotation, Customer is responsible to receive, offload, and install the equipment.
11. **Foundation:** Most of the equipment we furnish requires proper anchoring in order to install the machines to manufacturer's procedures. It is the Customer's responsibility to assure the suitability of the foundation where the machine(s) are to be anchored. **By ordering this equipment, the Customer assumes all responsibility for any damage that may occur to the machine, slab or pad and any hidden electrical conduit, wiring, structural member, plumbing, etc., installed within the laundry's slab.**
12. Pellerin reserves the right to correct any clerical errors in this quotation.
13. **Equipment Warranty:** Parts warranty is per manufacturer's written policy. Labor Warranty Provided by Pellerin is 90 Days if Pellerin installs the equipment and 30 days if Pellerin does not install the equipment. Any improper installation, unauthorized repairs/service, abuse or misuse of equipment shall void any warranties. *Customer is responsible for all Freight Cost (inbound & outbound) on Warranty Parts.* Customer waives and disclaims any express or implied warranties of merchantability or fitness for a particular purpose, and any other warranties implied by law.
14. **Governing Law:** Pellerin and Customer agree that this agreement and the quotation shall be construed and governed by the laws of Louisiana and that venue for any dispute or litigation relating to this agreement or the quotation shall be in Jefferson Parish, Louisiana.
15. In order to secure equipment pricing and proceed with ordering the equipment, please sign the quotation and these terms and conditions and email to sales@pellerinlaundry.com or fax to 504-467-9244. By signing the quotation and these terms and conditions, you are verifying that the options and voltage set forth in the quotation are correct.

Customer's Approval Signature

Date

Pellerin Rep Signature

Printed Name

Date

Title

Purchase Order Number (If Required)



Laundry Equipment Sales & Service

Corporate Office: 409 Biltmore Drive
Fenton, Missouri 63026
Phone: 800-783-6665
Fax: 636-600-4950
www.loomisbros.com

EQUIPMENT PROPOSAL

Reference #GR1022248

Sales Rep: Gabe Rees

Gulfport Fire Department

Gulfport, MS

Date:

October 25, 2022

Contact:

Chad Bryant

Email:

cbryant@gulfport-ms.gov

QTY.	DESCRIPTION	TOTAL PRICE
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1	MILNOR model 30022T6X 60 LB Rigid-Mount Gear Guardian Washer Extractor	
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Includes:

- **RinSave® water saving technology**
Saving up to 25% on water, energy & labor
- EP Express® controller
- 30 programmable formulas
- 10 pre-programmed formulas specifically for bunker gear
- Vacuum fluorescent display
- Single-motor inverter drive
- Tall, lifting ribs
- High M.A.F. (Mechanical Action Factor)
- Large cylinder perforations
- Fresh-water flushing chemical manifold
- Auto tension V-belt drive
- Six (6) liquid chemical injection ports
- Control reads in English/second language
- 5-year limited warranty on frame, cylinder & shell
- **4-5 sets of gear**
- **Made-In-America** 



Machine Voltage: 208-240/3/60

\$14,518.00

****If voltage needed differs, please specify:** _____ **Initial** _____

Initial _____

1

MILNOR model FC-6 Gear Guardian Drying Cabinet:

- Stainless Steel construction with corrosion resistance
- Triple point locking mechanism
- Off the shelf controls and electric heating elements and blowers
- Efficient and directed airflow
- 1200 cfm airflow
- 12-kW heating elements
- Temperature compliance with high-limit safety switch
- NFPA 1851 Code Compliant
- **Up to 6 sets of gear**
- **Boot & Glove Rack**
- **Utility Rack**



Machine Voltage: 208/3/60

\$22,615.00

****If voltage needed differs, please specify:** _____ **Initial**_____

ESTIMATED INBOUND FACTORY FREIGHT:

\$725.00

Applicable freight to be added at time of invoicing.

DUE TO THE SHORTAGE OF DRIVERS IN AMERICA, ALL FREIGHT QUOTES ARE ESTIMATED ONLY, SUBJECT TO CHANGE WITHOUT NOTICE. YOU SHOULD HAVE YOUR FREIGHT QUOTED AGAIN PRIOR TO SHIPMENT.

SERVICES INCLUDED:

1. Delivery, rig in, set & level, anchor & bolt as required
2. Ready for final connections by others
3. Start-up, Testing, and In-Service Training

PRICE FOR ABOVE SERVICES ONLY:

\$1,575.00

****Customer responsible for making final utility connections**

CUSTOMER RESPONSIBILITIES:

1. Provide adequate ingress and egress for equipment
2. Utility services provided which meet all local codes
3. Disposal of crating and packaging materials
4. Provide proper concrete foundation for equipment

ESTIMATED SALES TAX:

OUT-OF-STATE

TOTAL:**\$39,433.00****20% DEPOSIT:****\$7,886.60**

TERMS: 20% deposit with order; balance due Net30 days. – **with approved credit.**

Note: Applicable sales tax will be added at time of invoicing.

****\$10,000 maximum limit on credit card transactions per order. Credit card transactions over \$10,000 are subject to a 3% surcharge****

Initial_____

WARRANTY INFORMATION

Loomis Bros. Equipment Company 90-day Limited Labor Warranty

The manufacturers of the equipment being offered do not provide a labor warranty of any kind. Loomis Bros. Equipment Company offers a **ninety-day limited labor warranty** on the equipment being offered. The labor covered in this warranty is the labor required to replace parts covered under the manufacturers warranty. This warranty also covers any work performed by Loomis Bros. Equipment Company personnel during the installation and start up of equipment purchased from Loomis Bros. Equipment Company. Adjustments required on a routine basis such as belts and photo sensors are not covered by this warranty. Basic cleaning, lint removal, tightening of screws and bolts, preventive maintenance and programming are not covered under this warranty. Modifications, repairs or adjustments required to accommodate auxiliary equipment not supplied by Loomis Bros. Equipment Company are not covered under this warranty.

Milnor Limited Parts Warranty – 3/5 Year

(This is a summation of the manufacturer's warranty; a complete copy of the manufacturers warranty is available upon request)

Pellerin Milnor Corporation, a manufacturer of washer extractors being offered provides a limited **three-year parts F.O.B. factory warranty**. Under this limited warranty the basket, shell, bearings & bearing housing seals, door & electric door interlock, and frame are covered 100% for **five years**. These parts are warranted against manufacturing and material defect. Parts which require routine replacement due to normal wear such as belts, gaskets, contact points, fuses, brake and clutch linings and similar parts are covered by a **90-Day Limited Warranty**. Parts damaged through accident, abuse, misuse, lightning strikes, voltage spikes or fluctuations are also not covered under this warranty. Parts to be considered for warranty must be returned to Loomis Bros. Equipment Company with the required paperwork, freight prepaid within 30 days of failure. The manufacturer will, at their option, replace, and repair or issue credit for defective parts

Leonard Automatics, Inc. Limited Parts Warranty – 2/1 Years

(This is a summation of the manufacturer's warranty; a complete copy of the manufacturers warranty is available upon request)

Leonard Automatics, Inc., manufacturer of the Gear Guardian Drying Cabinet, extends this limited parts warranty to the owner of Milnor Corporation. For the earlier of **two years** or 4160 operating hours from the date of delivery, Leonard Automatics warrants to the original purchaser within the continental United States that the equipment and its parts, excluding conveyor systems and parts, will be free from defect in design, workmanship or materials, or not in accordance with the specifications of its quotation.

Leonard Automatics, Inc. agrees to provide material and labor required to repair or replace, at the option of Leonard Automatics, Inc., free of charge, F.O.B. point of manufacture, provided written notice has been received by Leonard Automatics, Inc. immediately after discovery of the nonconformity.

Conveyor systems and related parts are warranted for **one year** or 2080 operating hours from the date of delivery.

Initial_____

TERMS AND CONDITIONS

1. Above prices are firm for thirty (30) days from the date of this proposal, unless expressly stated herein.
2. All pricing is F.O.B. Factory. **Motor freight charges will be prepaid and added to your invoice unless expressly stated herein.**
3. **Applicable taxes are to be added.** If you are tax exempt, we require a copy of your tax exemption certificate applicable to laundry equipment.
4. **Payment terms are 20% deposit with order; balance due Net 30 days** following shipment of each item, with approved credit. Until the purchase price and all other sums due pursuant hereto are paid in full, Loomis Bros. Equipment Company retains a security interest in the Goods and in all proceeds of said Goods. Customer shall execute financing statement(s) on request and irrevocably authorizes Loomis to execute and file same.
5. Orders accepted by Loomis Bros. Equipment Company shall not be subject to cancellation except by our expressed written consent. Orders cancelled will be subject to a 15% cancellation charge.
6. If, for any reason, the customer requests delays in shipment or delivery beyond their original requested date, Loomis will make every attempt to accommodate that delay. Should storage of the machinery be necessary, and adequate storage facilities not be available at Loomis and/or the original manufacturing facility, we will advise the customer that arrangements must be made, at the customers expense, to accept and store the equipment properly.
7. Customer is responsible to receive, offload, and install the equipment unless otherwise described within this proposal.
8. Some of the equipment included in this proposal may use "inverter" drive technology. Inverters can create line noise within building power grids. In rare instances, this line noise may interfere with the operation of alarm circuitry or electronic door locks. If this condition occurs, it can usually be resolved by installing an Inverter Reactor on the equipment at additional cost to the Customer.
9. If Purchaser is trading-in equipment as part of this sale, Purchaser warrants and represents that Purchaser has good title, free and clear of all liens and encumbrances and further Purchaser agrees to indemnify, defend, and hold harmless Seller from all costs or claims whatsoever arising out of the trade-in equipment.
10. It is expressly agreed that all installation by Loomis, if any, is with the use of non-union labor, and buyer agrees to pay any excess cost incurred if union labor has to be employed for any reason whatsoever.
11. Loomis Bros. Equipment Co. shall not be liable under any circumstances for consequential, incidental, indirect, or remote damages relating, in any way, to Goods quoted.
12. Shipping dates, where stated, are approximate and not guaranteed. If any delivery of Goods is delayed beyond the estimated delivery date, Customer's sole remedy and relief shall be to cancel the particular order pursuant to which delivery was to be made. Such right of cancellation may only be exercised if shipment is not made within sixty (60) days after the estimated date of shipment.

Initial_____

13. In no event shall Loomis be liable for non-performance or delay in performance of orders or in shipment of Goods or for any damages suffered by Customer as a result thereof, when such non-performance or delay is directly or indirectly caused by, or in any manner arises from fires, floods, earthquakes, other acts of God, accidents, riots, war, strikes, other labor difficulties, operation of law, government regulations or requirements, fuel, transport or materials shortage, or any other cause or causes beyond Loomis' control, whether or not they are similar in nature to any of those specified above.
14. WARRANTY on the above equipment is typically one (1) year on parts and 30 days on labor. Where manufacturers offer extended warranty beyond that stated above, Loomis would extend those to the Customer as written.
15. Manufacturers' parts warranties typically start one month from the shipping date.
16. Loomis Bros. Equipment Company reserves the right to correct any clerical errors in this Proposal.
17. PUBLICITY – Buyer agrees that Seller may use pictures, videos, or testimonials from Buyer and/or Loomis Bros. for any kind of marketing efforts and/or press releases.

CUSTOMER ACCEPTANCE:

Purchaser represents that purchaser has **READ** and **ACCEPTS** without qualification, all of the terms and conditions of sale including those relating to machine specifications and installation responsibilities, and that all representations, written or oral made by Seller are incorporated herein.

Company Name: _____ Date: _____

Authorized Signature: _____ Title: _____
(Please sign above, initial all pages, and return to Loomis Bros. Equipment Company, 409 Biltmore Drive, Fenton, MO 63026)

ORDER APPROVED & ACCEPTED BY:

Loomis Bros. Equipment Company:

Authorized Officer's Signature: _____ Date: _____

Title: _____

**EQUIPMENT INTERNATIONAL LTD.**

8778 Ferris Avenue
Morton Grove, Illinois 60053
Telephone: 847/679-2211
Fax: 847/679-2219

DATE: October 24, 2022

PHONE:

SOLD TO:

Gulf Port Fire Department

SHIP TO:

Chadwick Bryant
cbryant@gulfport-ms.gov

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	Milnor Model 30022T6X Washer-Extractor - 60 Lb. Capacity Rigid Mount Single Motor inverter drive with 4 fixed speeds, E-P Express Controller with 30 programmable formulas, (temperature control not available), hot and cold electric water inlets with air-gap for back-siphon protection and 3" (76MM) electric drain to rear, six flushing liquid chemical ports and manual soap chute, CSA and ETL label. *With GEAR GUARDIAN 208-240 volt / 1-3 phase	\$15,695.00	\$15,695.00
1	MILNOR "Gear Guardian" MODEL FC-6: drying cabinet. Directed and Controlled Airflow Large Capacity, ALL Stainless Steel Construction (NFPA compliant)* Simplified Maintenance (61 x 36x 86 3/4). 208 volt / 3 phase Includes: Boot/Glove Rack & (1) Utility Rack <i>*Installation Services include bolt, level, grout and connecting to existing, correct utilities within 3', less electric. Any additional work is available at time and material. Please initial _____</i> <i>**The voltage on the equipment noted above has been verified and is correct on the proposal. Please initial _____</i>	\$23,295.00	\$23,295.00
✓	50% Deposit Required Prior to Placing Order with Manufacture(s) ***Clear access for delivery of laundry equipment is the responsibility of the Sold To party: party identified herein and/or as otherwise arranged by Sold To party**		

Delivery Check List	Buyer	Seller
Unload equipment at site		X
Deliver equipment and put into place		X
Level, bolt, grout		X
Proper concrete foundation	X	
Electrical connections	X	
Venting	X	
Start up and training (See conditions)		X
Removal & disposal		X
Final Utility Connection	X	

SUBTOTAL	\$38,990.00
SALES TAX	if applicable
FREIGHT	\$600.00
RIGGING	\$1,800.00
INSTALLATION*	\$1,200.00
TOTAL	\$42,590.00
DEPOSIT AMT	\$19,495.00

CONDITIONS OF CONTRACT

1. We are a supplier, not a subcontractor. The above pricing is contingent upon receipt of a purchase order, or signed proposal, **in lieu of a contract/subcontract.**
2. If customer delays shipment after order is placed, we will make every attempt to accommodate the delay. Should storage of the machinery be necessary, it will be at the customer's expense.
3. Includes one-time Start-Up & Training. Additional visits will incur travel and labor charges.
4. Sales Tax is subject to change according to state law. Sales Tax on contract is estimated. Customer is responsible for correct Sales Tax Rate at time of invoicing. The buyer will be responsible for any difference vs. that shown on the contract.
5. Customer accepts risk of damage to floors from rigging heavy equipment.
6. Balance will be subject to monthly interest charge of 1 1/2 % per month if not paid within 30 days.
7. The price of this order is based upon present costs unless otherwise stated and is good for 60 days. Pricing assumes delivery within 90 days from date of order and can be affected by extended delivery time caused by customer delays.
8. The company will meet our customer's wants as nearly as possible but does not guarantee specific dates of delivery.
9. Please enter our order and ship the above equipment on terms specified above, subject to your acceptance at Morton Grove, Illinois, and subject further to the condition that the property and the title and the right to the machinery and equipment shall remain in and be retained solely and exclusively by Equipment International, LTD., until all terms are complied with and payment in full is made by buyer.
10. It is understood that there are no conditions, verbal or otherwise, except as written herein.
11. This order is subject to acceptance by EQUIPMENT INTERNATIONAL LTD. at MORTON GROVE, ILLINOIS, and is not subject to cancellation or alteration, except by written consent or notice of EQUIPMENT INTERNATIONAL LTD. Shipment pursuant to this order without written acceptance thereof shall be deemed an acceptance of the order at Morton Grove, Illinois.
12. Receipt of deposit in lieu of signature serves as customer acceptance of this contract.
13. All costs, expenses and attorneys' fees which may be incurred by the seller with respect to this agreement, shall be paid for by the purchaser.
14. Equipment International reserves the right to correct any clerical errors on this proposal.

ALL EQUIPMENT SOLD FOB FACTORY

ACCEPTED AT MORTON GROVE, IL , 2022
EQUIPMENT INTERNATIONAL LTD.
BY ☐

SIGNED
BY SALESPERSON

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2022, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AUTHORIZING THE CITY OF GULFPORT TO ACCEPT A MISSISSIPPI OFFICE OF HOMELAND SECURITY HOMELAND SECURITY GRANT PROGRAM SUB-RECIPIENT GRANT, AND FOR RELATED PURPOSES

WHEREAS, the Mississippi Office of Homeland Security offers Homeland Security Grants to assist local law enforcement agencies in preparing for and responding to emergencies within their respective jurisdictions; and

WHEREAS, the City of Gulfport applied for a Homeland Security Grant from the Mississippi Office of Homeland Security in the amount of \$30,000.00 to assist with the purchase of two (2) Polaris Range Crew Vehicles; and

WHEREAS, Grant funding in the amount of \$30,000.00 has been awarded (Federal Award No. EMW-2022-SS – 00006; Grant # 22LE202) to the City of Gulfport and, if the grant is accepted, the remaining funds required for the purchase of the listed vehicles will be drawn from funds already budgeted to the Police Department and no new funding will be required; and

WHEREAS, the City of Gulfport, by and through its Police Department, has requested authority to accept the Mississippi Office of Homeland Security Homeland Security Grant as more fully set forth in the memorandum of Police Chief, Adam Cooper, attached hereto as Exhibit “A”, which memorandum provides additional details regarding the grant, including funding information.

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

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

Section 2. That the City of Gulfport, by and through the Gulfport Police Department, be and it is hereby authorized to accept the Mississippi Office of Homeland Security Homeland Security Grant in the amount of \$30,000.00, the details of which are more fully set forth in the Memorandum from Police Chief Adam Cooper, attached hereto as Exhibit “A” and to take any and all steps as may be required to

complete and effectuate said acceptance, including execution of the same by the appropriate official of the City (Mayor, Police Chief).

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2022.

APPROVED:

MAYOR



STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
SEAN J. TINDELL, COMMISSIONER

MISSISSIPPI OFFICE OF HOMELAND SECURITY HOMELAND SECURITY GRANT PROGRAM SUB-RECIPIENT GRANT AWARD

Sub-Recipient Name: Gulfport Police Department

Project Title: Homeland Security Grant Program

Grant Period: September 1, 2022- August 31, 2023

Date of Award: September 1, 2022

Total Amount of Award: \$30,000.00

Grant Number: 22LE202

In accordance with the provisions of Federal Fiscal Year 2022 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Sub-Recipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is **EMW-2022-SS00006**. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C.603).

Enclosed is a signed grant agreement obligating federal funds as outlined above. Please review the grant agreement in full, sign in the designated signature areas and return to the MOHS by **October 17, 2022**. Strict adherence to these provisions is essential to ensure compliance with applicable federal and state statutes, rules, regulations, and guidelines.

Grant funds will be disbursed to Sub-Recipients (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, Homeland Security Grant Program, Policies and Procedures Manual; to comply with provisions of the Act governing these funds and all other federal laws and regulations; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Sub-Recipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

Supplantation: The Sub-Recipient provides assurance that funds will not be used to supplant or replace local, state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through the MOHS shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE OF THE FEDERAL GRANT AWARD FOR THE SUB-RECIPIENT

Signature of Authorized Signatory Official


Signature of MOHS Executive Director/SAA

9/16/22

MISSISSIPPI OFFICE OF HOMELAND SECURITY



FY22 HOMELAND SECURITY GRANT PROGRAM GRANT AGREEMENT AND AWARD PACKET

FY22 MISSISSIPPI OFFICE OF HOMELAND SECURITY GRANT AGREEMENT

1. Sub-Recipient's Name:
Gulfport Police Department

Mailing Address:
PO Box S
Gulfport, MS 39502

Telephone Number: (229) 868-5900

E-Mail: gpeleaz@gulfport.ms.gov

2. Effective Date of Grant: September 1, 2022

3. Sub-Recipient Grant Number: 22LE202

4. Grant Identifier (Funding Source & Year):
EMW-2022-SS-00006

5. Period of Performance: Start and End Dates:
September 1, 2022-August 31, 2023

6. Subgrant Payment Method:
☒ Cost Reimbursement Method

7. CFDA # - 97.607- Homeland
Security Grant Program

10. FAIN #: 646000779

8. UEI # - G8SCFJ32K4N5

11. Initial Federal Award
Date: September 1, 2022

9. Congressional District: 4

12. Federal Awarding Agency:
Homeland Security (800)368-6498

13. Research and Development
Grant:

Yes ☒ No

14. Indirect Cost Rate
Charged: \$0.00

15. The following grant funds are obligated:

A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO%
(1) Personal Services-Salary	\$0.00	(1) Federal	\$30,000.00	\$0.00	100%
(2) Personal Services-Fringe	\$0.00	(2) State	\$0.00	\$0.00	0%
(3) Contractual Services	\$0.00	(3) Local	\$0.00	\$0.00	0%
(4) Travel	\$0.00	(4) Other	\$0.00	\$0.00	0%
(5) Equipment	\$30,000.00	Total:	\$30,000.00	\$0.00	100%
(6) Commodities/Supplies		E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:			
(7) Other		Number of Grants:	FY19	FY20	FY21
TOTAL	\$30,000.00	TOTAL:	\$27,156.00	\$0.00	\$230,125.00

The Sub-Recipient agrees to operate the program outlined in this Grant Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes Sub-Recipient Signature Sheet; Project Description; Goals and Objectives; Implementation Schedule; Cost Summary Support Sheet; and Agreement of Understanding and Compliances.

All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Recipient, are also incorporated into this agreement, and Sub-Recipient agrees to fully comply therewith.

14. Approval from Grantee:



Signature

Date

9/16/22

15. Approval from Sub-Recipient:

Signature

Date

Name: Baxter Kruger
Title: MOHS Executive Director/SAA

Name:
Title: Authorized Signatory Official

FY22 HOMELAND SECURITY GRANT PROJECT DESCRIPTION

The Mississippi Office of Homeland Security Grant Program (HSGP) is provided by Federal grant funds to assist local, state, and tribal efforts in obtaining the resources required to support the National Preparedness Goal, mission areas and core capabilities to build a culture of preparedness. All grant programs funded will help the State of Mississippi in the prevention, preparation, protection, and response to acts of terrorism.

These efforts will be coordinated through the grants and operation programs, along with training and exercises developed during the grant year. All programs will utilize risk assessments, data, and community knowledge to target and deploy resources that are community and state-wide threats and hazards.

FY22 HOMELAND SECURITY PROJECT GOALS AND OBJECTIVES

PROJECT:

Establish and enhance terrorism intelligence to include, but not limited to an early warning system, center, or task force.

GOAL:

Increase jurisdiction participation with multi-level intelligence components and agencies to prevent, protect against, respond to, and recover from Weapons of Mass Destruction (WMD) and/or Terrorism incidents and attacks.

OBJECTIVES:

Provide intelligence gathering and information sharing capabilities to 50% of local jurisdictions within three (3) years after approval of state strategy.

Develop a joint 24-hour emergency notification system for first responders and others who are in a critical, need-to-know position. This includes the Health Alert Network (HAN) and DPS information dissemination to local law enforcement within 3 years after approval of state strategy.

Establish/enhance statewide deterrence/prevention and response efforts.

GOAL:

Reduce Mississippi's vulnerability to terrorism through preparedness and protective efforts.

OBJECTIVES:

Create, implement, and maintain terrorism preparedness plans consistent with the National Response Plan (NRP) and provide advice, assistance, training, and oversight to local governments in the development of such plans within three (3) years after approval of state strategy.

Improve the number of emergency responders prepared to respond to WMD/CBRNE incidents, including hoaxes and suspicious packages within three (3) years of the approval of the state strategy.

FY22 PROGRAM MILESTONE SCHEDULE

The program milestone schedule is intended to provide the Sub-Recipient, a proposed list of planned activities, implementation dates, for the implementation of the grant. Program milestones will be provided in the Sub-Recipient's quarterly reporting, as when the milestone should be completed.

1st QUARTER (September, October & November)

- Completed Environmental Historic Preservation Form and submit to MOHS (If required). Please include form and photographs of outside of building, as well as places where equipment will be installed.
- Complete NIMS Training (100, 200, 700 and 800), if not completed.
- Complete Cyber-Security Assessment and return completion form to MOHS.
- Solicit quotes and/or bids for equipment. (If equipment is over \$5,000.00, two (2) quotes are required)
- Review proposals, quotes, bids and select vendors.
- Purchase approved equipment during 1st quarter for the grant year.
- Begin Preparation of 1st Quarter Report. (September 1-November 30). Due to MOHS December 15th.
- Send full Grant Agreement with signatures to MOHS.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

2nd QUARTER (December, January & February)

- Submit 1st Quarter Report to MOHS. Due December 15.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 2nd Quarter Report. (December 1-February 28). Due to MOHS March 15.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.
- Assess and review program's threats, hazards, core capabilities and needs.

3RD QUARTER (March, APRIL & MAY)

- Submit 2nd Quarter Report to MOHS. Due March 15th.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 3rd Quarter Report. (March 1-May 31). Due to MOHS June 15th.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.
- Assess and review program's threats, hazards, core capabilities and needs.

FY22 PROGRAM MILESTONE SCHEDULE

4th QUARTER (June, July & August)

- Submit 3rd Quarter Report to MOHS. Due June 15th.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 4th Quarter Report. (June 1-August 31). Due to MOHS September 15th.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.
- Assess and review program's threats, hazards, core capabilities and needs.

CLOSEOUT (September 1-October 1)

- Submit 4th Quarter Report. (June 1-August 31). Due to MOHS September 15th.
- Prepare Closeout Documents and submit to MOHS. Due October 15th.
- Assess and review program's threats, hazards, core capabilities and needs.

FY22 Mississippi Office of Homeland Security-Cost Summary Support Sheet

1. Sub-Recipient Agency: Gulfport Police Department				
2. Sub-Recipient Grant Number: 22LE202		3. Grant ID: FY22HSGP	4. Beginning: September 1, 2022	5. Ending: August 31, 2023
6. Activity: Homeland Security Grant Program				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary		\$0.00	\$0.00	\$0.00
Personal Services-Fringe		\$0.00	\$0.00	\$0.00
Contractual Services		\$0.00	\$0.00	\$0.00
Travel		\$0.00	\$0.00	\$0.00
Equipment	Polaris Range Crew Vehicles 2 X \$15,000.00 = \$30,000.00	\$30,000.00	\$0.00	\$30,000.00
	Total Equipment = \$30,000.00			
Commodities/Supplies		\$0.00	\$0.00	\$0.00
Other:		\$0.00	\$0.00	\$0.00

TOTALS	\$30,000.00	\$0.00	\$30,000.00
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MISSISSIPPI OFFICE HOMELAND SECURITY GRANT AGREEMENT OF UNDERSTANDING AND COMPLIANCES

This Grant Agreement (GA) is made and entered into by and between the State of Mississippi by and through the Mississippi Department of Public Safety and the Mississippi Office of Homeland Security, hereto referred to as State, and governmental unit or agency named in this Agreement, hereinafter referred to as Sub-Recipient.

Section 2002 of the Homeland Security Act of 2002 and the Department of Homeland Security Appropriation Act, 2021, as amended, provides federal funds to the State for approved homeland security projects for the purpose of enhancing, the ability of state, local, tribal, and territorial governments, as well as non-profits, to prevent, protect against, respond to, and recover from terrorist attacks, and

The State may make said funds available to state, local, tribal, and territorial governments, as well as non-profits entities upon application and approval from the State and Homeland Security, and

The Sub-Recipient must comply with all requirements listed herein, to be eligible for federal funds in approved homeland security projects, and

Now, therefore in consideration of mutual promises and other consideration, the parties agree as follows:

Federal Terms and Conditions:

Terms and conditions pertain not only to Recipients, but grant funded Sub-Recipients, as well. The following list of terms and conditions should be reviewed and followed. The FY2022 Department of Homeland Security Standard Terms and Conditions, can be found at: https://www.dhs.gov/sites/default/files/2022-01/fy_2022_dhs_terms_and_conditions_version_2_dated_jan_24_2022_508.pdf.

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from

discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulation

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid

restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. Ensuring the Future is Made in All of America by All of America's Workers

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005 which provide that, as appropriate and to the extent consistent with law, the recipient must use all practicable means within their authority under a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)

XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Reporting Subawards and Executive Compensation Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part FY 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIII. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXIV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXV. Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVI. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVII. Use of DHS Seal, Logo, and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXVIII. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310

Certifications Regarding Lobbying; Debarment, Suspension, and other Responsibility Matters; Drug-Free Workplace Requirements; Procurement; Organizational and Financial Requirement; following Sub-Recipient Procedures: Disclosures: Disclosure of Information and Conflict of Interest

Sub-Recipients should refer to the regulations cited below to determine the certification to which they are required to attest. Sub-Recipients should also review the instructions for certification included in the regulations before completing this form. Signature of this agreement provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," and 10 CFR Part 1036 "Government wide Debarment and Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State determines to award the covered transaction, grant, or other agreement.

1. Lobbying

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. Debarment, Suspension, and Other Responsibility Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this Agreement, the Subgrantee agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Subrecipient can confirm the status of potential vendors by conducting a search

on the System for Award Management (SAM) website (<https://www.sam.gov/portal/public/SAM/>). At this time, DPS does not require Subrecipients to submit proof of verification with any reimbursement request; however, the Subrecipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C.

3. Drug-Free Workplace

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

The Subrecipient will or will continue to provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy.
2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace.
4. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace.
 - (b) The Subrecipient's policy of maintaining a drug-free workplace.
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (e) Including the provisions of the foregoing clauses in all third-party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

4. Procurement:

The Subrecipient agrees to abide by their respective procurement rules, policies, and/or procedures as outlined in 2 CFR §§ 200.317 to 200.326.

1. Subrecipient must comply with proper competitive bidding procedures as required by the applicable federal and state rules.
2. The subrecipient entity must maintain written standards of conduct covering conflict of interest and governing the actions of its employees and engaged in selection, award, and administration of contracts.
3. The subrecipient must take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms re used when possible. Please see 2 CFR § 200.321 for the affirmative steps that must be taken.

5. Organizational and Financial Requirement

1. All Subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. Determining allowability of costs claimed will be consistent with the requirements of the grant award and its applicable regulations.
 - a. Subrecipients have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting, budgeting, reporting, auditing, and other review controls.
 - b. All Subrecipients will accept responsibility for expending and accounting for funds in a manner consistent with an approved project, plan and or program as evidenced by their acceptance of an Agreement award by the Department of Public Safety; Policies, procedures, reporting requirements or other special conditions established by the appropriate Federal agency, if applicable, and the Department of Public Safety.
2. Subrecipients must have an adequate system of internal controls which:
 - a. Presents, classifies, and retains all detailed financial records related to the Agreement award. Financial records must be retained by the Subrecipient and be available for review for a period of three (3) years after the expiration of the grant period except those records must be retained until completion or resolution of all issues arising from audit, litigation or claims started before the expiration of the three-year period, whichever is later.
 - b. Provides reasonable assurance that Federal awards are managed in compliance with Federal statutes, regulations, and the terms and 42 CFR § 200.318(c)(1) conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - c. Provides information for planning, control, and evaluation of direct and indirect costs.
 - d. Provides cost and property control to ensure optimal use of the grant funds; Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.
3. Notification of Organizational Changes Required:
 - a. The recipient shall provide DPS written notification within 30 days should any of the following events occur:
 - i. having new or substantially changed systems
 - ii. having new compliance personnel
 - iii. loss of license or accreditation to operate program
 - iv. organizational restructuring

6. Following Subrecipient Procedures:

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient's payroll, purchasing, contracting and inventory control in accordance with 2 CFR 225, Appendix A, Section C 1.e or 2 CFR 200.302. The undersigned further certifies that the Subrecipient organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or

Federal Government. This does not relieve the Subrecipient from requirements of federal financial management, requirements in:

- (a) 2 CFR 200 § 302 Financial Management

7. Disclosure of Information:

Any confidential or personally identifiable information (PII) acquired by subrecipient during the course of the subgrant shall not be disclosed by subrecipient to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without the prior written consent of the Department of Public Safety either during the term of the Agreement or in the event of termination of the Agreement for any reason whatsoever. Subrecipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects.

8. Conflict of Interest

Subgrantee/Contractor covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with Board, Department, or projects or programs funded by Board or Department, has any personal financial interest, direct or indirect, in this Subgrant Agreement /Contract.

1. Subgrantee/Contractor further covenants that in the performance of Subgrant Agreement/Contract, no person having such conflicting interest shall knowingly be employed by Subgrantee/Contractor.

2. Any such interest, on the part of Subgrantee /Contractor or its employees, when known, must be disclosed in writing to Department.

9. Prohibition on certain telecommunications and video surveillance services or equipment

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain.
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information. (d) See also §200.471.

MOHS Terms and Conditions:

1. Sub-Recipient must comply with the rules and regulations of 2 CFR 200.
2. Sub-Recipients are required to modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols.
3. All Sub-Recipients must fully engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines.
4. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for twelve (12) months during the year of equipment purchase only.
5. Position descriptions for each person to be paid with grant funds and organizational chart identifying grant funded position(s).
6. A physical inventory of property and equipment must be completed, and the results reconciled with the MOHS property control, at least once every two years.
7. The MOHS requires that property and equipment acquired with grant funds be tagged and tracked using an inventory system.
8. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability. To improve interoperability, all radios purchased under this grant should be APCO 25 compliant.
9. The designated representative certifies that he/she has legal authority to receive assistance.
10. All Sub-Recipients shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
11. All Sub-Recipients shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.
12. The Sub-Recipient is aware of and shall comply with cost-sharing requirements, if applicable.
13. The Sub-Recipient shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars 2 CFR 200 as

applicable and/or as directed by the DPS Authorized Representative.

14. The Sub-Recipient shall comply with the Single Audit Act of 1996 and 2 CFR 200.501. Copies of audit reports when issued and provide audit findings to the MOHS, if applicable.
15. The Sub-Recipient shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
16. The Sub-Recipient shall return to the State, within thirty (30) days of such request by the DPS Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation by the Applicant.
17. The Sub-Recipient shall comply with all applicable provisions of Federal and State laws and regulations regarding procurement of goods and services.
18. The Sub-Recipient shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 41 U.S.C Code §8103.
19. The Sub-Recipient shall comply with all Federal and State statutes and regulations relating to non-discrimination.
20. The Sub-Recipient shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
21. The Sub-Recipient shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
22. The Sub-Recipient shall not enter any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.
23. The period of performance for this Grant Agreement shall begin on the date of acceptance of the Subrecipient Award execution and shall continue through the period of Subrecipient unless terminated by the Department of Public Safety. Future Subrecipient for supporting the requirements of the jurisdiction may be awarded under the terms of this agreement through additional sub grants so long as all signatory officials remain unchanged.
24. The Quarterly Reimbursement Claim and Progress Report: Request for reimbursement is due within 15 days after each reporting quarter:

Grant Period	Quarter	Date Report is Due
September 1-November 30	1 st Quarter	December 15
December 1-February 28	2 nd Quarter	March 15
March 1-May 31	3 rd Quarter	June 15
June 1-August 31	4 th Quarter	September 15
Closeout	Closeout	October 15

25. The local Sub-Recipient shall develop and improve their capability to combat the effects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published Authorized Equipment List or support of planning, exercises or training activities associated with the prevention, response, or recovery from terrorism incidents.

26. The Authorized Signatory Official is responsible for committing to the terms of this GA, budgeting local funds to purchase equipment or support jurisdictional exercise, training, and planning efforts for executing this GA on behalf of the Sub-Recipient's jurisdiction.
27. The Sub-Recipient shall designate a Sub-Recipient public official as the Sub-Recipient Grant Administrator (SGA) for developing and attaching the GA scope of work to Appendices A & B, obtaining project approval from respective officials, reporting, submitting applications to Recipient, equipment distribution, training, and obtaining and submitting supporting documentation and requests for reimbursement on behalf of the Sub-Recipient to *Recipient* for repayment. The SGA shall be responsible for reporting to the Mississippi Office of Homeland Security (MOHS) via the Biannual Strategy Implementation Report (BSIR).

Funding Considerations:

28. It is mutually agreed that upon written application by Sub-Recipient and approval by State and FEMA (if applicable), State will obligate Federal funds to Sub-Recipient account for reimbursement of eligible expenditures as set forth in the application.
29. Grant funds expended prior to the date of the award letter are not authorized to be reimbursed.
30. Each quarter the SGA will prepare and submit a Quarterly Request for Reimbursement to the MOHS. This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The MOHS will review the reimbursement package for completeness and process for payment through the Mississippi accounting system, MAGIC.
31. The Recipient will not be liable under this Agreement for any amount greater than the award allocated by the FEMA and the Office for Domestic Preparedness to the State for the grant performance period.
32. No cost or obligation shall be incurred by the Recipient under this GA unless and until the Recipient advises the Sub-Recipient in writing that the Application and Award has been approved and funds are available.
33. Reimbursement is contingent upon the funds being expended in accordance with all applicable local and state regulations, as well as Federal regulations, policies, guidelines, and submission for reimbursement made in accordance with the SAA's grant policies and procedures manual.
34. Sub-Recipient's requests for advance of funds to support purchases of equipment or other expenditures must be requested in writing to the MOHS explaining the justification for the request. Reasons, i.e., shortage of local funds or items not contained in current annual jurisdictional budget must be accompanied by purchase orders.
35. Sub-Recipient's Quarterly Request for Reimbursement and other required financial reports will be submitted to the Recipient with a copy of all receipt(s) or invoices showing that authorized equipment or other expenditures such as personnel, supplies, etc. has been paid for in full by Sub-Recipient with supporting documentation.

Maintenance, Replacement costs and Use of Equipment, Sell & Disposal

36. It is mutually agreed and promised that the Sub-Recipient shall immediately notify the MOHS, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Recipient further agrees to transfer or otherwise dispose of such equipment, as directed by the MOHS.

37. It is mutually agreed and promised by the Sub-Recipient that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MOHS.
38. It is mutually agreed and promised that the Sub-Recipient shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
39. Each Sub-Recipient of federal grant funds must have a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
40. All equipment awarded in this grant agreement **must be ordered** within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MOHS must be notified as to the reason for the delay and projected purchase date of the equipment.
41. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
42. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
43. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage or theft shall be investigated.
44. Adequate maintenance procedures must be developed to keep the property in good and working condition.
45. If the Sub-Recipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
46. Costs for equipment items are allowable only as part of a comprehensive program effort.
47. Equipment purchased under the terms of this GA will be stored, maintained, and used in accordance with the purpose and objectives of this Grant Agreement. The equipment may be used for terrorism training and exercise purposes and in response to an actual terrorism event. If the equipment is used in response to a non-terrorist related event, then any maintenance or replacement costs will be the sole responsibility of the Sub-Recipients.
48. Instructions on how to sell and/or dispose of equipment, please visit our website at www.homelandsecurity.ms.gov. (Click on the tab Grants /Grant Forms).

Non-performance of Grant Activities

49. Failure by the Sub-Recipient to comply with the terms of this Grant Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the Recipient.
50. Failure to expend all grant funds awarded (by date stated on Awards Letter) and to comply with Recipient request and guidelines will result in the reallocation of unspent grant funds and the immediate redistribution of all equipment purchased with grant funds.

51. In addition, the failure to maintain adequate response capability (as determined by the MOHS) will also result in the reallocation of grant funds and the immediate redistribution of all equipment purchased with grant funds.

Administrative Provisions

52. The *Recipient* and *Sub-Recipient* agree to carry out the administrative and financial requirements of this Agreement in accordance with the policies and procedures established by FEMA and set forth in other applicable state and federal guides. The Biannual Strategy Implementation Report (BSIR) will update information on obligations, expenditures, and progress made on activities and will include an update of all information submitted in that report.

Audit Requirements

53. Law enforcement, state, local, non-profit agencies funded with Federal funds administered by the MOHS for the purpose of grant activity must comply with the following (2 CFR§200.501):
- (a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
 - (b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
 - (c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.
 - (d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
 - (e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
 - (f) *Sub-Recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient, or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.
 - (g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring

compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions follow Federal statutes, regulations, and the terms and conditions of Federal awards.

- (h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

Monitoring

54. Pursuant to Federal guidelines (2 CFR§200.328-329), the State has developed a plan for evaluating all projects. Each Sub-Recipient may be required, to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems, and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub-recipient monitoring.
55. Management will evaluate audit findings, questioned costs and corrective action plans. The issuance of a written decision will be issued to the Sub-Recipient, which will entail whether or not the audit finding is sustained; the reasons for the decision; the expected action of the Sub-Recipient to repay any disallowed costs, make financial adjustments or take other actions; the reference number(s) the auditor assigned to each audit finding; and a description of any appeal process available to the Sub-Recipient regarding the management decision, as required by 2 CFR 200.521. If the Sub-Recipient has not completed corrective action, a timetable follow-up will be given.
56. The MOHS will contact Sub-Recipient(s) for additional information as needed and determines course of action for federal program audit findings, financial statement audit findings, negative disclosures (such as financial capacity concerns) and schedule of expenditures of federal awards deficiencies. Depending on the issue or combination of issues, procedures may be modified to ensure efficient and effective resolution. Updates the status of each audit review until all follow-up actions are completed and the file is closed.

Intelligence Sharing:

57. Sub-Recipient will provide available intelligence to the Mississippi Office of Homeland Security and the Mississippi Analysis and Information Center (FUSION). Intelligence should be shared between local, state, tribal, territorial, and federal agencies with the focus on homeland security matters.

Other Provisions

58. This agreement is not intended to conflict with current laws or regulations of Mississippi or your jurisdiction. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
59. Sub-Recipient is required to ensure that grant monies are used to support all Emergency Service-related agencies and departments, specifically law enforcement, fire, and rescue. Senior officials of these agencies must sign this agreement and familiarize themselves with the rules and regulations governing each grant program. They are encouraged to work together in determining and prioritizing their needs and requirements prior to submitting their plan.

60. All final requests for reimbursement, performance reports and closeout documents must be received in the Mississippi Office of Homeland Security within forty-five (45) days of completion of the project.
61. Any Sub-Recipient delinquent in submitting reimbursements, quarterly reports, and/or other required reports, or incomplete reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.
62. All Sub-Recipients (and or jurisdictions) must also maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate the mutual aid of capabilities, to be eligible for Department of Homeland Security (DHS) grant funding and reimbursement of DHS grant funds.

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-RECIPIENTS:

As the Authorized Official for, Gulfport Police Department (Sub-Recipient), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Signatory Official) have signed, dated, and fully executed the Grant Agreement.

Therefore, the Agency, I represent promises and will comply with all Federal, State and Mississippi Office of Homeland Security Certifications and Assurances and their conditions.

SUB-RECIPIENT:

ATTESTS:

Authorized Signatory Official's Signature:
(Sub-Recipient)

Date:

Billy Hewes

Mayor

Authorized Signatory Official's Printed Name:

Organizational Title:

UEI Number: G85CFJ32K4N5

APPROVED: STATE OF MISSISSIPPI/DEPARTMENT OF PUBLIC SAFETY/MISSISSIPPI OFFICE OF HOMELAND SECURITY

By: _____

Executive Director/SAA

Mississippi Office of Homeland Security

Date: _____

9/16/22

Appendix Documents

Grant Agreement Certifications

Below please assign **three (3) separate persons** to hold the following responsibilities: Sub-Recipient Grant Administrator, Financial Officer, and the Grant Authorized Signatory Official. The Sub-Recipient Administrator will be responsible for the day-to-day activities, correspondence, and management of the grant program. The Financial Officer is responsible for the payment, purchasing and gathering of all financial information and back up documentation. The Grant Authorized Signatory Official is the overall head of the agency that hold the full responsibility of the program to remain in state and federal compliances.

Staff that may be grant funded cannot be an authorized official on the grant without the written approval of the Executive Director.

Agency Name: Gulfport Police Department Grant Number: 22LE 202

Agency Address: 2220 15th Street

Agency Phone Number: 228-868-5959 Agency Fax Number: 228-868-5905

Sub-Recipient Grant Administrator Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Sub-Recipient Grant Administrator (SGA), as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: April Gingerella Title: Grant Manager
(Designated Sub-Recipient Grant Administrator)

Phone Number: 228-868-6125

Email Address: agingere@e.gulfportms.gov

Signature of Sub-Recipient Grant Administrator: April

Financial Officer Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Financial Officer, as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Todd Harman Title: Finance Director
(Sub-Recipient Financial Officer)

Phone Number: 228-868-5705

Email Address: tharman@gulfport-ms.gov

Signature of Sub-Recipient Financial Officer: _____

Authorized Signatory Official Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Grant Authorized Signatory Official, as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Billy Hewes Title: Mayor
(Grant Authorized Signatory Official)

Phone Number: _____

Email Address: bhewes@gulfport-ms.gov

Signature of Authorized Signatory Official: _____

Designation of Sub-Recipient Grant Administrator (SGA)

Pursuant to the Mississippi Office of Homeland's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as financial reimbursement, performance reports, etc. The (agency/department name) Gulfport Police Department has authorized and approved (print designated sub-recipient grant administrator official name) April Fingerella to sign any/all forms related to this Grant Agreement.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims and reporting submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

The following person is officially appointed to represent your jurisdiction as the Sub-Recipient Grant Administrator (SGA) and is hereby duly authorized to fulfill the terms of this Grant Agreement during the performance period on behalf of the Sub-Recipient.

Sub-Recipient Grant Administrator (SGA)

Name: April Fingerella Title: Grant Manager
(Designated Sub-Recipient Grant Administrator)

Agency Name: Gulfport Police Department

Mailing Address: 2220 15th Street

City: Gulfport Zip Code: 39501

Telephone Number: 228-868-6125 Fax Number: 228-868-5905

Email Address: afingerella@gulfport-ms.gov

Signature of Sub-Recipient Grant Administrator: April Fingerella

Grant Authorized Signatory Official

Appointed by Authorized Signatory Official: (Mayor, Board President, Commissioner, Director, Superintendent)

Authorized Signatory Official Signature: _____

Title: Mayor

Date: _____

Federal Funding Accountability and Transparency Act (FFATA) Compliance Form

To comply with the Federal Funding Accountability and Transparency Act (FFATA), the MOHS must report award information for all sub-recipients of federal awards as directed. Information provided will be made publicly available on USA Spending <http://www.usaspending.gov/> per the Transparency Act requirement.

Section 1: Award Information:

Agency Name	Gulfport Police Department
City	Gulfport
Zip Code +4 Digits (Required)	39501
Unique Entity Identification (UEI) #	68SCFJ32K4N5
Amount of Award:	\$30,000.00

Section 2: Compensation Information: Answer only is award is \$30,000.00 or more in federal funds)

- More than 80% of the Agency organization's annual gross revenue are federal funds.
☐ Yes (If yes, proceed to Question 2)
☒ No (If No, stop, proceed to Section 3)
- Federal Revenue exceeds twenty-five (25) million dollars.
☐ Yes (If Yes, proceed to Question 3)
☒ No (If No, stop, proceed to Section 3)
- Compensation information is not publicly available via federal tax filings, Securities and Exchange Commission (SEC) reporting, or any other source. (If other, please indicate: _____)
☐ Yes (If Yes, proceed to Table)
☒ No (If No, stop, proceed to Section 3)

Names and Salary of Organizations Top Five (5) Executives (By Salary)

	First and Last Name	Title	Annual Salary
1.			
2.			
3.			
4.			
5.			

Section 3: Certification of Information:

I certify that the above information is true and accurate.

Authorized Signatory Official (Signature)

Date

Billy Hewes
Authorized Signatory Official (Printed Name)

Mayor
Title



Facility Use Fee Waiver Request Form

Date of Request: 11/17/2022

Name of Person Submitting Request: Triuna Taylor

Organization or Group Requesting Fee Waiver:

Name: Teen Health Mississippi

Address: 125 S. Congress Street Phone Number: (601)487-1228
Suite 1330, Jackson, MS 39201

Reason for Fee Waiver Request:

We are requesting a fee waiver because we are a small non-profit with a limited budget for this important event. We are hoping to hold a Youth Mental Health First Aid training for highschool educators. The curriculum has a small fee associated with it, and we would like to keep the cost as low as possible for any participants. The fee waiver would assist in being able to provide a lunch as well covering some of the additional cost of the curriculum.

Primary Contact Person:

Name: Triuna Taylor

Address: 125 S. Congress Street, Suite 1330, Jackson, MS 39201

Phone Number: (601)487-1228 E-Mail Address: triuna2@teenhealthms.org

Facility/facilities requested: Orange Grove Community Center Date/s of Event: 12/14/2022

Event Type: Youth Mental Health First Aid

Event Time(start and end): 9:00 A.M. - 4:00 P.M.

Date/s Required for Set Up and Breakdown: 12/14/2022

Anticipated Attendance (Number of Persons per day): 10

Fee Waiver Total: **Rental Fee:** \$ 130 X 9 Hours = \$1170

(Must include set-up and breakdown times)



Facility Use Fee Waiver Request Form

Circle one:

Y or N

- Is applicant a 501 (c) non-profit pursuant to applicable IRS regulations? ☒ ☐
If yes please, provide us with a copy of your 501 (c) non-profit status with this request.
- Does applicant intend to sell vendor space or tables? ☐ ☒
- Is there a charge to enter this event? ☒ ☐
- Is it open and free to the public? ☐ ☒

Submit all documents to Reggie Sims at rsims@gulfport-ms.gov or submit to the facility at the time of completing the Facility Use Application. All Fee Waiver Request must be approved by the City Council. Please note that if your request is approved, you will be responsible for set-up and breakdown of your event (setting up tables and chairs).

I HAVE READ AND UNDERSTAND ALL OF THE ABOVE ITEMS AND STATEMENTS IN THIS REQUEST FOR USE AND ATTEST THAT ALL ARE TRUE. I FURTHER UNDERSTAND THAT THE EVENT DESCRIBED HEREIN SHALL FURTHER BE GOVERNED BY AN ACCOMPANYING AGREEMENT FOR USE OF THE FACILITY AND THE APPLICANT AGREES TO ABIDE BY THE TERMS THEREOF AS WELL AS ANY AND ALL POLICIES THAT THE CITY MAY PROSCRIBE. IT IS FURTHER UNDERSTOOD THAT THE CITY OF GULFPORT, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO REFUSE TO ALLOW THE EVENT AND/OR CERTAIN ACTIVITIES OF THE EVENT, AS DESCRIBED HEREIN TO BE HELD IN OR AROUND THE FACILITY.

Triuna Taylor

SIGNATURE

Triuna Taylor

PRINTED NAME

11/17/2022

DATE

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 21 2018

TEEN HEALTH MISSISSIPPI
C/O EMILY FEHER
125 SOUTH CONGRESS ST STE 1510
JACKSON, MS 39201-3301

Employer Identification Number:
82-2026676
DLN:
17053317329047
Contact Person: MITCHELL P STEELE ID# 31360
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
June 22, 2017
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

TEEN HEALTH MISSISSIPPI

Sincerely,

Stephen a. martin

Director, Exempt Organizations
Rulings and Agreements

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 A MENTAL HEALTH EVENT SPONSORED BY TEEN HEALTH MISSISSIPPI, AND FOR RELATED PURPOSES

WHEREAS, Teen Health Mississippi, a not for profit tax exempt organization, has requested the use of the Orange Grove Community Center for its Youth Mental Health First Aid event, an event designed to provide mental health training for high school educators; and

WHEREAS, Teen Health Mississippi has requested that the fees associated with the rental of the Orange Grove Community Center be waived by the City (total rental cost is \$1,170.00; half waived by ordinance, half sought to be waived via this request); and

WHEREAS, City of Gulfport will also receive advertising from publicity afforded the aforementioned event and will benefit greatly from such advertising; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure in the form of a fee waiver for the use of the Orange Grove Community Center for the Youth Mental Health First Aid event sponsored by Teen Health Mississippi serves the purpose 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 fee waiver for the use of the Orange Grove Community Center for the Youth Mental Health First Aid event sponsored by Teen Health Mississippi.

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

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
NEGOTIATIONS WITH LOOKS GREAT SERVICES OF MS, INC., IN CONNECTION
WITH THE CITYWIDE DEBRIS PICKUP PROJECT, AND FOR RELATED
PURPOSES**

WHEREAS, pursuant to authority granted by the governing authority, a Request for Proposals for the Citywide Debris Pickup Project was issued by the City, and, on November 17, 2022, two (2) proposals were received in response thereto; and

WHEREAS, a selection committee was convened and the two (2) proposals were graded, with the purchasing office using the “reward low price” method for grading of the cost proposals, and Looks Great Services of MS, Inc., of Columbia, Mississippi, received the greatest number of points after application of the grading criteria as published and announced in the Request for Proposal; and

WHEREAS, Purchasing Agent, Jessica Versiga, seeks authority for the City to enter into negotiations with Looks Great Services of MS, Inc., for debris pick up and disposal services in connection with the Citywide Debris Pickup Project, with any agreements for the said services remaining subject to ultimate approval by the City Council.

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 be and it is hereby authorized to enter into negotiations with Looks Great Services of MS, Inc., for debris pick up and disposal services in connection with the

Citywide Debris Pickup Project, as set forth herein and in the Memoranda from Purchasing Agent, Jessica Versiga, and City Engineer, Wayne Miller, which are attached hereto collectively as Exhibit “A” and incorporated herein, with any agreements for the said services remaining subject to ultimate approval by the City Council.

SECTION 3. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread on the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, 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 AND ENGINEERING

To: Mayor Billy Hewes and Members of the City Council

CC: Leonard Papania, CAO
Jeff Bruni, Esq, City Attorney
Tyler Gentry, Assistant Director of Public Works – Operations
Jessica Versiga, Purchasing

From: Wayne E. Miller, P.E., Director of Public Works and Engineering

Date: 11/23/2022

Re: Request Authority to Enter Contract Negotiations with Looks Great Services of MS for the City Wide Debris Pickup Project

On November 17, 2022, the City of Gulfport received two (2) submissions in response to the above mentioned RFP. The submissions were distributed to the selection committee to review and grade. This review committee, administered by Jessica Versiga - Purchasing Agent, evaluated and scored the qualification packages.. Based on those evaluations, Looks Great Services of MS was selected as the best overall contractor. Attached is the memo from Jessica Versiga regarding the recommendation of the review committee.

I recommend approval of this item.

Attachment

1. Recommendation Memo from Jessica Versiga, Purchasing Agent dated November 22, 2022



**PURCHASING
DEPARTMENT**

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Jessica Versiga, Purchasing Agent

DATE: November 22, 2022

RE: RFP – Debris Services

On November 17, 2022, the Purchasing Department received two bids for the above referenced RFP. The proposals were distributed to the selection committee for review and grading.

On November 21, 2022, the committee meet to discuss the submittals. The committee completed the grading scores as shown in the table below. The grading for the cost proposal was done in the purchasing office using the "reward low price" method.

	Total Possible Points	Looks Great Services of MS	Advanced Contracting Services
Past Performance	60	60	52
Experience and Ability	60	60	52
Understanding of Project Requirements	60	60	56
Approach and Method	60	58	52
Cost / Fee Proposal	60	57	60
Total:	300	295	272

Based on the results of the grading criteria, it is my recommendation to enter into negotiates with Looks Great Services of MS. Thank you for your consideration

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2022, the following Resolution:

**A RESOLUTION OF THE GULFPORT CITY COUNCIL RECONFIRMING
AND EXTENDING THE STATUS OF A STATE OF EMERGENCY DUE
TO THE SPREAD OF COVID-19 AND POTENTIAL ASSOCIATED IMPACTS WHICH
THREATEN TO AFFECT AREAS WITHIN THE CITY,
AND FOR RELATED PURPOSES**

WHEREAS, on March 15, 2020, the Mayor of the City of Gulfport, Mississippi, proclaimed the existence of a “Civil Emergency” pursuant to authority of §45-17-3, *et seq.*, *Miss. Code Ann.* and the existence of a “Local Emergency” pursuant to authority of § 33-15-17(d), *et seq.*, *Miss. Code Ann.* and related statutes due to the spread of Covid-19, a novel coronavirus, within Mississippi and surrounding areas and the potential impacts thereof (illness, injury and death) which threaten to commence in the area and impact an area that includes the City of Gulfport, Mississippi (the “Civil Emergency” and the “Local Emergency” shall hereinafter be referred to collectively as the “State of Emergency”); and

WHEREAS, the Gulfport City Council, on March 17, 2020, on April 7, 2020, on April 21, 2020, on May 19, 2020, on June 16, 2020, on July 7, 2020, on August 4, 2020, on August 18, 2020, on September 8, 2020, on October 6, 2020, on November 3, 2020, on November 17, 2020, on December 8, 2020, January 5, 2021, on February 2, 2021, on March 2, 2021, on March 16, 2021, on April 8, 2021, on May 4, 2021, on May 18, 2021, June 10, 2021, July 6, 2021, on August 3, 2021, on August 17, 2021, on September 7, 2021, October 5, 2021, on November 1, 2021, on November 16, 2021, on December 7, 2021, on January 4, 2022, on January 18, 2022, on February 8, 2022, on March 8, 2022, on April 4, 2022, on May 3, 2022, on May 17, 2022, on June 7, 2022, on July 5, 2022, on August 2, 2022, on September 6, 2022, on October 4, 2022, on October 18, 2022, and on November 18, 2022, acted to confirm and extend the aforementioned State of Emergency; and

WHEREAS, because of the “State of Emergency” due to the aforesaid spread of Covid-19 and potential impacts thereof, Mayor Billy Hewes invoked emergency management provisions, including, without limitation, those set out in a Proclamation by the Mayor of the City of Gulfport Declaring a Civil and/or Local Emergency to Exist as a Result of a Threatened or Existing Public Health Emergency (Covid-19), and the Governor of the State of Mississippi declared that the State of Mississippi is, likewise, under a “State of Emergency”; and

WHEREAS, further, due to said “State of Emergency”, and the need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County, the Mayor invoked the powers of “emergency management” and invoked special emergency authority, including, but not limited to Sections 45-17-1, et seq., Sections 33-15-1, et seq., Section 31-7-13(k) and Sections 21-35-19, et seq., *Mississippi Code of 1972, Annotated*, and any amendments thereto; and

WHEREAS, the Governing Authority having reviewed the existing needs, including those stated above, for continuing a state of emergency, finds that the need exists for continuing local emergency management and associated relief from Federal and State agencies to prepare for and respond to the impact and effects of the spread of Covid-19 and the potential impacts thereof, and shall continue until the Mayor and/or Governing Authority determines that conditions warrant the termination thereof.

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

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

SECTION 2. That the City Council recognizes that there is a continuing need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County and a continuing need to prepare for and respond to the impact and effects of the spread of Covid-19 and the potential impacts thereof.

SECTION 3. That a state emergency continues within the City of Gulfport, and Mayor Billy Hewes is authorized to continue to invoke emergency management authority, including emergency expenditures, coordination of assistance and relief with state and federal authorities and private corporations and the use of municipal personnel and equipment as deemed necessary and proper as a result of said emergency until the earliest time as conditions warrant the termination of the state of emergency by the Mayor or the Governing Authority, subject to review by the Governing Authority within thirty (30) days hereof.

SECTION 4. The Governing Authority hereby finds that an emergency exists in regard to the purchase of commodities or repair contracts such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Gulfport.

SECTION 5. This Order shall not limit the authority hereby confirmed of the Mayor and City Council to make such orders or take such actions as is vested in them as the chief executive/administrative officer, and as the governing authority, respectively, of the City of Gulfport by the Laws of the State of Mississippi and the Ordinances of the City of Gulfport.

SECTION 6. This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the Mayor or Governing Authority declares that a state of emergency no longer exists in the City of Gulfport, or until otherwise terminated according to law.

SECTION 7. The Clerk of the Council is instructed to publish this Resolution and make it available for public notice and after its adoption, this Resolution shall be spread upon the minutes of the Governing Authority.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2022.

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2022, the following Resolution:

**A RESOLUTION OF THE GULFPORT CITY COUNCIL RECONFIRMING
AND EXTENDING THE STATUS OF A STATE OF EMERGENCY DUE
TO THE IMPACTS OF HURRICANE ZETA ON THE CITY OF GULFPORT,
AND FOR RELATED PURPOSES**

WHEREAS, by virtue of a Proclamation executed on Monday, October 26, 2020, the Mayor proclaimed a “local emergency” pursuant to *Miss. Code Ann.* § 33-15-17(d) and a “civil emergency” pursuant to *Miss. Code Ann.* § 45-17-3, et seq., due to an imminent threat of a "natural disaster" resulting from Hurricane Zeta and related conditions (tropical rain, wind, storm surge, lightening, hail, flooding, etc.) projected to commence in the area on or about October 28-29, 2020; and

WHEREAS, further, due to said local/civil emergency, and the need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County, the Mayor invoked the powers of “emergency management” and invoked special emergency authority, including, but not limited to Sections 45-17-1, et seq., Sections 33-15-1, et seq., Section 31-7-13(k) and Sections 21-35-19, et seq., *Mississippi Code of 1972, Annotated*, and any amendments thereto; and invoked emergency measures according to authority of Sec. 1-70 and Sec. 7-19, *Code of Ordinances of the City of Gulfport, Mississippi*; and

WHEREAS, the Gulfport City Council, on November 3, 2020, on November 17, 2020, on December 8, 2020, on January 5, 2021, on February 2, 2021, on March 2, 2021, on March 16, 2021, on April 8, 2021, on May 4, 2021, on May 18, 2021, on June 10, 2021, on July 6, 2021, on August 3, 2021, on August 17, 2021, on September 17, 2021, on October 5, 2021, on November 1, 2021, on November 16, 2021, on December 7, 2021, on January 4, 2022, on January 18, 2022, on February 8, 2022, on March

8, 2022, on April 4, 2022, on May 3, 2022, on May 17, 2022, on June 7, 2022, on July 5, 2022, on August 2, 2022, on September 6, 2022, on October 4, 2022, on October 18, 2022, and on November 8, 2022, acted to confirm and extend the aforementioned State of Emergency; and

WHEREAS, the Governing Authority having reviewed the existing needs, including those stated above, for continuing a state of emergency, finds that the need for continuing local emergency management and associated relief from Federal and State governments to prepare for and respond to the impact and effects of Hurricane Zeta, and shall continue until the governing body terminates the local emergency once conditions warrant.

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

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

SECTION 2. That the City Council recognizes that there is a continuing need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County and a continuing need to prepare for and respond to the impact and effects of Hurricane Zeta.

SECTION 3. That a state of civil emergency continues within the City of Gulfport, and Mayor Billy Hewes is authorized to continue to invoke emergency management authority, including coordination of assistance and relief with state and federal authorities and private corporations and the use of municipal personnel and equipment as deemed necessary and proper as a result of said emergency until the earliest time as conditions warrant the termination of the state of local emergency by the Governing Authority.

SECTION 4. The Governing Authority hereby finds that an emergency exists in regard to the purchase of commodities or repair contracts such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Gulfport.

SECTION 5. This Order shall not limit the authority hereby confirmed of the Mayor and City Council to make such orders or take such actions as is vested in them as the chief executive/ administrative officer, and as the governing authority, respectively, of the City of Gulfport by the Laws of the State of Mississippi and the Ordinances of the City of Gulfport.

SECTION 6. This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the Governing Authority terminates the local emergency in the City of Gulfport, or until otherwise terminated according to law.

SECTION 7. The Clerk of the Council is instructed to publish this Resolution and make it available for public notice and after its adoption, this Resolution shall be spread upon the minutes of the Governing Authority.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2022.

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2022, the following Resolution:

**A RESOLUTION OF THE GULFPORT CITY COUNCIL RECONFIRMING
AND EXTENDING THE STATUS OF A STATE OF EMERGENCY DUE
TO THE IMPACTS OF HURRICANE IDA ON THE CITY OF GULFPORT,
AND FOR RELATED PURPOSES**

WHEREAS, by virtue of a Proclamation executed on Friday, August 27, 2021, the Mayor proclaimed a “local emergency” pursuant to *Miss. Code Ann.* § 33-15-17(d) and a “civil emergency” pursuant to *Miss. Code Ann.* § 45-17-3, *et seq.*, due to an imminent threat of a "natural disaster" resulting from Tropical Storm/Hurricane Ida and related conditions (tropical rain, wind, storm surge, lightening, hail, flooding, etc.) projected to commence in the area on or about August 29-30, 2021; and

WHEREAS, further, due to said local/civil emergency, and the need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County, the Mayor invoked the powers of “emergency management” and invoked special emergency authority, including, but not limited to Sections 45-17-1, *et seq.*, Sections 33-15-1, *et seq.*, Section 31-7-13(k) and Sections 21-35-19, *et seq.*, *Mississippi Code of 1972, Annotated*, and any amendments thereto; and invoked emergency measures according to authority of Sec. 1-70 and Sec. 7-19, *Code of Ordinances of the City of Gulfport, Mississippi*; and

WHEREAS, the Gulfport City Council, on September 7, 2021, on October 5, 2021, on November 1, 2021, on November 16, 2021, on December 7, 2021, on January 4, 2022, on January 18, 2022, on February 8, 2022, on March 8, 2022, on April 4, 2022, on May 3, 2022, on May 17, 2022, on June 7, 2022, on July 5, 2022, on August 2, 2022, on September 6, 2022, on October 4, 2022, on October

18, 2022, and on November 8, 2022, acted to confirm and extend the aforementioned State of Emergency;
and

WHEREAS, the Governing Authority having reviewed the existing needs, including those stated above, for continuing a state of emergency, finds that the need for continuing local emergency management and associated relief from Federal and State governments to prepare for and respond to the impact and effects of Hurricane Ida, and shall continue until the governing body terminates the local emergency once conditions warrant.

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

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

SECTION 2. That the City Council recognizes that there is a continuing need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County and a continuing need to prepare for and respond to the impact and effects of Hurricane Ida.

SECTION 3. That a state of civil emergency continues within the City of Gulfport, and Mayor Billy Hewes is authorized to continue to invoke emergency management authority, including coordination of assistance and relief with state and federal authorities and private corporations and the use of municipal personnel and equipment as deemed necessary and proper as a result of said emergency until the earliest time as conditions warrant the termination of the state of local emergency by the Governing Authority.

SECTION 4. The Governing Authority hereby finds that an emergency exists in regard to the purchase of commodities or repair contracts such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Gulfport.

SECTION 5. This Order shall not limit the authority hereby confirmed of the Mayor and City Council to make such orders or take such actions as is vested in them as the chief executive/ administrative officer, and as the governing authority, respectively, of the City of Gulfport by the Laws of the State of Mississippi and the Ordinances of the City of Gulfport.

SECTION 6. This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the Governing Authority terminates the local emergency in the City of Gulfport, or until otherwise terminated according to law.

SECTION 7. The Clerk of the Council is instructed to publish this Resolution and make it available for public notice and after its adoption, this Resolution shall be spread upon the minutes of the Governing Authority.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

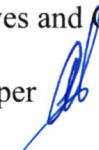
The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2022.

MAYOR

Gulfport Police Department

Memo

To: Mayor Billy Hewes and City Council Members

From: Chief Adam Cooper 

Date: November 3, 2022

Re: Budget Amendment

The following check was issued to the City of Gulfport from PropertyRoom.com. I request your permission to place these funds in the account below.

Check Number (60159) amount of 3,183.97

Account Number	Increase Amount	Increase Amount
Police Revenue 010-502500	3,183.97	
Photo & Fingerprint 213-615200		3,183.97
TOTAL	3,183.97	3,183.97

I appreciate your help. If you have questions, please call.

City of Gulfport

Budget Amendment Request

Fund Name	<u>General Fund</u>	Council Meeting Date:	<u>12/06/22</u>
Department #	<u>213</u>	Budget Amendment Number:	<u>2023-40</u>
Department Name	<u>Police</u>		

	<u>Original Budget</u>	<u>Prior Amendments</u>	<u>This Amendment</u>	<u>Revised Budget</u>
Personnel Services	16,114,630	-	-	16,114,630
Supplies	1,884,706	32,983	3,184	1,920,873
Other Services	2,428,830	4,442	-	2,433,272
Capital	162,000	151,868	-	313,868
Total	20,590,166	189,293	3,184	20,782,643

**Total Budget Amendments
as a percentage of the
total originally adopted budget** **0.93%**

SUMMARY:

As requested by the Police department, this budget amendment is funded by a check from PropertyRoom.com.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

 X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

 Yes. The adopted revision will be published within two weeks of the adoption of this budget amendment.

Budget Amendment 2023-40

Gulfport Police Department

Memo

To: Mayor Billy Hewes

From: Chief Adam Cooper 

Date: November 3, 2022

Re: Budget Amendment

The following check was issued to the City of Gulfport from PropertyRoom.com and I request your permission to place these funds in the account below.

Check number (60158) amount of \$107.27

Line Item	Increase	Increase
Police Revenue 010-502500	107.27	
Forfeiture and Seizure County and Local Shared Capital Outlay – 277-630100		107.27
Total	107.27	107.27

I appreciate your help. If you have any questions, please call.

City of Gulfport

Budget Amendment Request

Fund Name	<u>Forfeits and Seizures</u>	Council Meeting Date:	<u>12/06/22</u>
Department #		Budget Amendment Number:	<u>2023-41</u>
Department Name	<u>Forfeits and Seizures</u>		

	<u>Original Budget</u>	<u>Prior Amendments</u>	<u>This Amendment</u>	<u>Revised Budget</u>
Personnel Services	-	-	-	-
Supplies	20,000	1,096	-	21,096
Other Services	-	-	-	-
Capital	20,000	4,160	107	24,267
Total	40,000	5,256	107	45,363

**Total Budget Amendments
as a percentage of the
total originally adopted budget** **13.41%**

SUMMARY:

As requested by the Police department, this budget amendment is funded by a check from PropertyRoom.com.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

☒ **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

☐ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

Budget Amendment 2023-41

MEMORANDUM

To: City Councilmembers
Billy Hewes, Mayor
Leonard Papania, Chief Administrative Officer

From: Samantha Sherrill, Human Resources Manager

Date: November 28, 2022

Subject: Funding of the Special Events and Community Engagement Manager position effective December 12, 2022

FUNDING CALCULATION

Position: **Special Events and Community Engagement Manager**
Refund Date: **December 12, 2022**
Munis Payroll Charge Org: **111**

Current Budgeted Annual Pay for this Position		Journal Entry	
Base Salary	6,714	-600100 Salaries	5,160
Longevity		-601900 PERS	898
Education	-	-602200 FICA	395
COLA		-602500 Life Insurance	52
Certification	-	-602700 Workers Comp	126
Other	-	-602600 Health Insurance	800
Total	6,714	Total	7,431
	-		

Summary:

The funding date for this position falls within pay period 7. To be conservative, Finance funds all positions by budget amendment as of the first day of the pay period. The overall budget funding amount is calculated by taking the funded value of the remaining time in the fiscal year.

Funded Value of Remaining Time:

This results in 40 pay weeks remaining in this fiscal year. Funding this position will fund personnel services for a gross total of \$7,431 (\$5,160 in salaries and wages and \$2,271 in benefits).

Thank you for your consideration.

City of Gulfport

Budget Amendment Request

Fund Name	<u>General Fund</u>	Council Meeting Date:	<u>12/06/22</u>
Department #	<u>111</u>	Budget Amendment Number:	<u>2023-42</u>
Department Name	<u>Executive Office</u>		

	<u>Original Budget</u>	<u>Prior Amendments</u>	<u>This Amendment</u>	<u>Revised Budget</u>
Personnel Services	<u>256,539</u>	<u>-</u>	<u>7,431</u>	<u>263,970</u>
Supplies	<u>2,500</u>	<u>-</u>	<u>-</u>	<u>2,500</u>
Other Services	<u>35,000</u>	<u>-</u>	<u>-</u>	<u>35,000</u>
Capital	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total	<u>294,039</u>	<u>-</u>	<u>7,431</u>	<u>301,470</u>

**Total Budget Amendments
as a percentage of the
total originally adopted budget** **2.53%**

SUMMARY:

As requested by the Executive department, the budget amendment funds the salary increase for the Special Events and Community Engagement Manager position effective December 12, 2022.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

 X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

 Yes. The adopted revision will be published within two weeks of the adoption of this budget amendment.

Budget Amendment 2023-42

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2022, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
APPROVING THE DOCKET OF CLAIMS**

WHEREAS, following the City Council's approval of the budget, funds for the City of Gulfport are vested with the Mayor and Administration; and

WHEREAS, claims presented to the City for payment must be approved by the City Council through a Docket of Claims process; and

WHEREAS, the Administration for the City of Gulfport has prepared, certified, and submitted to the City Council a "Docket of Claims" for approval, attached hereto as Exhibit "A"; and

WHEREAS, in submitting this Docket of Claims, the Director of Finance and Accounting has certified to the Council that to the best of his knowledge and belief, all items contained within the Docket of Claims have been properly procured and appear to be within previously budgeted amounts and are lawful and appropriate for payment; and

WHEREAS, in authorizing payment for the Docket, the City Council must rely on this certification and by reliance on this certification, hereby authorizes payment to be issued to satisfy all claims found within the Docket, unless specifically excluded by the Council; and

WHEREAS, it is understood and acknowledged that heretofore, the Dockets of Claims has been presented and certified to the Governing Authority by the Comptroller, or in his absence the Finance Manager or Purchasing Agent, or their designees, upon which the City Council has relied on these certifications and by such reliance, authorized payments to satisfy claims found therein.

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

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

Section 2. That the Docket of Claims is hereby approved in the form attached hereto as Exhibit "A", except for those claims specifically excluded by the Council.

Section 3. That this Resolution shall take full force and effect immediately upon its passage and enactment according to law and shall be spread upon the minutes of the Gulfport City Council.

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

YEAS:

NAYS:

ABSENT:

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT OF THE COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the _____ day of _____, 2022.

APPROVED:

MAYOR

CITY OF GULFPORT
BOOK BALANCES AS OF NOVEMBER 28, 2022

BANK ACCOUNT NAME	BALANCE
City Depository	\$ 25,873,093.45
Group Heath Insurance	637,239.61
Flexible Spending Accounts (FSAs)	143,340.66
Claims Contingency	1,893,747.84
Police Forfeiture & Seizure	864,027.24
Coastal Narcotics	95,508.17
Asset Forfeiture Clearing	140,574.21
Water & Sewer Clearing	25,971,516.08
Water & Sewer Trust	4,160,186.95
Harbor Clearing	180,226.00
Harbor Lights	984,839.04
American Rescue	19,741,151.78
2017 Bond Premium	5,145,853.39
DFA HB1353 Intraconnecting Gulfport Funding	3,501,165.07
MIMA Construction Bond Proceeds	41,456,703.72
TOTAL CITY BALANCES	\$ 130,789,173.21

GRC Bank Balances	\$ 804,535.26
TOTAL GRC Bank Balances	\$ 804,535.26



CITY OF GULFPORT

Summary Docket Sorted By Org

Docket Date: 12/7/2022

Org Code		Total Payment
010	General Fund	1,125.00
030	Funds	36,019.50
103	Funds	260,605.87
111	Executive - Mayor	265.73
115	Legislative - Council	4,046.84
125	Judicial - Courts	9,075.05
135	Legal - City Attorney	1,286.96
145	General Administration	5,263.92
146	Funds	64.80
148	Funds	1,025.00
150	Funds	101,641.40
155	Civil Service	3,254.47
213	Police Operating	76,783.92
215	Funds	1,759.28
286	Coastal Narcotics Task Force	572.10
290	Fire	39,080.61
311	Streets and Drainage Maintenance	57,833.34
313	Public Works Admin	4,011.54
315	Traffic Control	10,955.55
325	Engineering	142,353.24
335	Garage Maintenance	19.04
345	Capital Projects	57,688.20
358	Funds	735.00
364	Funds	12,708.41
365	Funds	3,230.10
411	Leisure Services	45,305.58
415	Building Maintenance	3,248.04
445	Joseph T Jones Memorial Park	7,169.34
447	Funds	52,118.67
511	Community Development Block Grant	9.00
611	Urban and Economic Development	4,241.84
701	Municipal Debt Service Fund	258,200.17
811	Water Billing	71,998.65
815	Water Operations and Maintenance	250,569.61
825	Sewer Operations and Maintenance	71,099.92
835	Debt Service (Water and Sewer)	137,725.00
845	Harrison County Wastewater & Solid Waste Management District	550,604.00
849	Water and Sewer Projects	684.42
911	Employees' Group Health and Life Fund	19,400.00
915	General Liability\ Worker's Comp Fund	25,787.55
Grand Total		2,329,566.66



CITY OF GULFPORT

Summary Docket Sorted By Vendor

Docket Date: 12/7/2022

Vendor	# of Claims	Total Payment	FEMA Eligible
A T & T	21	14,694.04	
A1 BATTERY INC	2	435.00	
ALL PHASE ELECTRIC SUPPLY CO INC	2	956.31	
ALL SAFE TECHNOLOGIES LLC	4	721.00	
ALLISTONS	15	659.76	
AMBER HINTON	1	276.00	
AMERICAN MUNICIPAL SERVICES	1	535.89	
ANDREW W BARSTOW	1	500.00	
ANTHONY J WILLIAMS	3	2,142.25	
ASCEND LEARNING HOLDINGS, LLC	2	1,270.66	
ASSOCIATED ADJUSTERS INC	1	14,924.05	
AT&T MOBILITY II LLC	1	507.95	
AUTO ZONE INC	1	117.83	
AUTOMATION PERSONNEL SERVICES, INC.	2	1,602.83	
B&R INDUSTRIAL SUPPLY, INC	6	3,973.45	
BAR ASSOCIATION OF THE FIFTH	1	95.00	
BAY MOTOR WINDING INC	3	9,775.00	
BAYOU CONCRETE, LLC	6	4,194.50	
BENVENUTTI ELECTRICAL APPARATUS	1	4,977.00	
BLOSSMAN GAS INC	1	162.50	
BRITTANY THOMAS	4	206.25	
BXS INSURANCE, INC	2	7,773.15	
CABLE ONE	37	9,908.57	
CELLCO PARTNERSHIP	2	946.20	
CENTERPOINT ENERGY RESOURCES CORP	17	1,801.48	
CHANCELLOR SUPPLY, INC	5	1,200.65	
CHARLES BARNES JR	7	3,971.18	
CHRISTMAS BY KREBS	2	2,664.94	
CHRISTOPHER WALKER	1	500.00	
CINTAS CORP 240	1	58.64	
CINTAS CORPORATION NO 2	2	47.51	
CITY OF GULFPORT	6	886.68	
CLAYS PRINT SHOP INC	6	1,707.75	
COAST CHLORINATOR CO	1	84.00	
COAST ELECTRIC POWER ASSOC	39	9,965.73	
COASTAL DUST CONTROL	9	577.99	
COASTLINE FARM & GARDEN SUPPLY LLC	1	57.00	
CORNETT BOLT & SCREW, INC	1	19.85	
COVINGTON CIVIL & ENVIRONMENTAL LLC	6	41,453.75	\$36,019.50
COVINGTON SALES & SERVICE INC	1	2,813.46	
CROWN TECHNOLOGY LLC	3	2,580.20	
CUSTOM CALL CENTER LLC	1	4,499.11	
DALTON J PARKER	2	686.50	
DAVID FRED DEVELOPMENT CORPORATION	7	24,061.00	
DEEP SOUTH EQUIPMENT COMPANY	3	575.15	
DIBS CHEMICAL & SUPPLY CO	2	161.43	
DISTRIBUTORS HOLDING CORP	1	8.72	
DMS MAIL MANAGEMENT, INC.	8	991.96	
DNA UNDERGROUND LLC	18	41,076.00	

Vendor	# of Claims	Total Payment	FEMA Eligible
DPC ENTERPRISES LP	9	5,510.69	
DUKES DUKES KEATING & FANECAT	2	3,090.35	
F. B. RUSTY WALKER	1	15.66	
FASTENAL	1	50.58	
FEDEX	2	19.44	
FERGUSON US HOLDINGS, INC.	13	8,630.43	
FLEETCOR TECHNOLOGIES	21	26,629.97	
FRASIERS NURSERY INC	2	390.00	
GABRIEL M SHABAZZ	4	370.00	
GALLS LLC	1	1,471.96	
GIBSON MAINTENANCE, LLC	2	4,210.00	
GLOBE MANUFACTURING LLC	5	396.42	
GOODYEAR CORPORATE #2728	2	3,780.00	
GREENPOINT AG HOLDINGS, LLC	2	4,595.25	
GULF COAST BUSINESS SUPPLY CO	3	783.18	
GULF COAST SMALL ENGINE REPAIR	2	312.00	
GULF COAST SOLUTIONS LLC	1	57,688.20	
HANCOCK BANK/WHITNEY BANK	4	387,270.65	
HARRISON COUNTY EMERGENCY	3	118.91	
HARRISON COUNTY SHERIFF	1	35,496.84	
HARRISON COUNTY UTILITY AUTHORITY	1	550,604.00	
HAVARD PEST CONTROL	7	2,976.66	
HAVEN DOCK & MARINE, LLC	2	3,365.84	
HOME DEPOT CREDIT SERVICE	6	1,496.38	
ISI WATER COMPANY	3	62,152.86	
ITSAVVY LLC	1	6,363.70	
JERRYS LAWNMOWER SALES & SVC INC	1	166.09	
JESS TRAINA	2	686.50	
JESSICA VERSIGA	1	276.00	
JOHN M MCGUFFEE	1	375.00	
JOHN MCADAMS, CHANCERY CLERK	3	157.00	
JUSTIN N DICKERSON	1	40.00	
KEYSTONE AUTOMOTIVE	1	815.75	
LAND SHAPER INC	3	55,827.50	
LESLIE SLADE	3	300.00	
LILLIE MONROE	1	274.00	
LMR HARDWARE	2	39.95	
LOWES OF GULFPORT MS 466	63	13,075.02	
M J DONOVAN ENTERPRISES	2	390.00	
MAGNOLIA PRINTING CO INC	1	645.98	
MANDAL CHYRSLER DODGE JEEP RAM	2	519.31	
MEDICAL ANALYSIS LLC	1	19,400.00	
MICRO METHODS INC	3	340.00	
MID SOUTH UNIFORM & SUPPLY INC	3	256.90	
MISSISSIPPI 811 INC	1	38,463.87	
MISSISSIPPI DEPT OF REVENUE	1	12.00	
MISSISSIPPI MUNICIPAL ATTORNEYS ASSOCIATION	2	475.00	
MISSISSIPPI SELECT HEALTH CARE LLC	42	687.00	
MS GULF COAST COMMUNITY COLLEGE	1	700.00	
MS POWER COMPANY	23	181,256.25	
NAACP GULFPORT BRANCH	1	3,500.00	
NATIONAL MUFFLER INC.	1	450.00	
NECAISE LOCKSMITH SERVICE INC	10	2,455.00	
NEEL SCHAFFER INC	3	16,620.51	
NEWEDGE SERVICES LLC	3	3,334.00	
NEXTRAQ LLC	4	2,105.40	
NORLAB INC	1	1,566.00	
NORMA JEAN SOROE	1	374.53	
O REILLY AUTO PARTS	12	934.86	

ONE TIME VENDOR COMMUNITY CENTERS	7	925.00
ONE TIME VENDOR URBAN DEVELOPMENT	2	200.00
OSBURN ASSOCIATES INC	6	3,224.88
PAYMENTUS CORPORATION	1	210.00
PERFORMANCE TIRE & WHEEL INC #1	3	1,706.50
PHILLIPS BUILDING SUPPLY OF GPT INC	2	780.18
RED WINGS BRANDS OF AMERICA, INC	1	218.49
ROCKING C TRUCK AND TRAILER	2	169.06
SAMUEL T BARKLEY	1	92.00
SCI INC.	2	260,605.87
SEAN COUNTNEY	1	237.50
SIJ HOLDINGS, LLC	4	634.73
SOUTH MS BUSINESS MACHINES INC	26	8,700.37
SOUTHERN EXTERIORS FENCE COMPANY	3	347.00
SOUTHERN FIRE SPRINKLER	2	1,180.00
SOUTHERN PIPE & SUPPLY CO	2	113,760.00
SOUTHERN PRINTING & SILK SCREENING	1	214.50
SOUTHERN TIRE MART LLC	14	4,294.70
SPHERION STAFFING, LLC	2	967.26
STUART C IRBY CO	1	38,525.03
SUDDEN SERVICE INC	1	1,566.12
SUN COAST BUSINESS SUPPLY INC	15	3,099.68
SUNBELT FIRE INC	4	4,877.94
SWE, INC.	1	900.00
SWETMAN SECURITY SERVICE	1	7,106.97
SYN-TECH SYSTEMS INC	1	2,650.00
TAYLOR MADE LAWN CARE INC	1	503.67
TEMPLE INC	1	265.00
TRUSTMARK NATIONAL BANK	1	8,654.52
TURAN-FOLEY CHEVROLET BUICK GEO	1	28.18
TURF MASTER LAWN CARE, INC	4	4,136.65
TYLER TECHNOLOGIES, INC.	1	94,848.00
TYREE A DAVIS	2	9,800.00
ULINE, INC.	1	751.00
USIQ INC	1	572.10
VULCAN INC	4	3,525.75
WARREN PAVING INC	9	2,994.11
WASTE PRO OF MISSISSIPPI	21	7,384.14
WEAVER ELECTRIC INC	3	794.50

Total # of Claims	727	Grand Total	2,329,566.66
		FEMA Eligible	\$36,019.50



Detail Docket Sorted By Org, Object, and Project

Docket Date: 12/7/2022

CITY OF GULFPORT

010	General Fund	1,125.00
420400	PERMITS-BUILDING	200.00
ONE TIME VENDOR URBAN DEVELOPMENT		
Invoice #: 342435	P.O. #: MANUAL 539477	100.00
ONE TIME VENDOR URBAN DEVELOPMENT		
Invoice #: 342436	P.O. #: MANUAL 539478	100.00
505800	RENTS	925.00
41139	LYMAN COMMUNITY CENTER	375.00
ONE TIME VENDOR COMMUNITY CENTERS		
Invoice #: 342366	P.O. #: MANUAL 539406	100.00
ONE TIME VENDOR COMMUNITY CENTERS		
Invoice #: 342367	P.O. #: MANUAL 539407	175.00
ONE TIME VENDOR COMMUNITY CENTERS		
Invoice #: 342372	P.O. #: MANUAL 539412	100.00
41140	ORANGE GROVE COMMUNITY CENTER	100.00
ONE TIME VENDOR COMMUNITY CENTERS		
Invoice #: 342365	P.O. #: MANUAL 539405	100.00
41142	HANDBORO COMMUNITY CENTER	100.00
ONE TIME VENDOR COMMUNITY CENTERS		
Invoice #: 342368	P.O. #: MANUAL 539408	100.00
41143	WESTSIDE COMMUNITY CENTER	350.00
ONE TIME VENDOR COMMUNITY CENTERS		
Invoice #: 342369	P.O. #: MANUAL 539409	175.00

ONE TIME VENDOR COMMUNITY CENTERS

Invoice #: 342370

P.O. #: MANUAL

539410

175.00

030	Funds		36,019.50
640200	CAP PRJ - ENGINEERING		36,019.50
Z8587			21,084.75
	COVINGTON CIVIL & ENVIRONMENTAL LLC		
Invoice #:	342304	P.O. #: 225229	539345 21,084.75
	AS PER ENGINEERING SERVICES AGREEMENT APPROVED BY COUNCIL 8/17/2021 -- WORK AUTHORIZATION 2: ENGINEERING SERVICES RELATED TO HURRICANE ZETA RECOVERY - REPAIRS TO FRED URIE PIER		
Z8588			7,561.75
	COVINGTON CIVIL & ENVIRONMENTAL LLC		
Invoice #:	342306	P.O. #: 225226	539347 7,561.75
	AS PER ENGINEERING SERVICES CONTRACT APPROVED BY COUNCIL 8/17/2021 -- WORK AUTHORIZATION 1: ENGINEERING SERVICES RELATED TO HURRICANE ZETA RECOVERY -- REPAIRS TO LIBBY MILNER PIER		
Z8593			4,409.75
	COVINGTON CIVIL & ENVIRONMENTAL LLC		
Invoice #:	342305	P.O. #: 225227	539346 4,409.75
	AS PER ENGINEERING SERVICES AGREEMENT APPROVED BY COUNCIL 8/17/2021 -- WORK AUTHORIZATION 4: ENGINEERING SERVICES RELATED TO HURRICANE ZETA RECOVERY -- REPAIRS TO KEN COMBS PIER		
Z8672			2,963.25
	COVINGTON CIVIL & ENVIRONMENTAL LLC		
Invoice #:	342303	P.O. #: 229290	539344 2,963.25
	AS PER ENGINEERING SERVICES CONTRACT 8/21/2021 - FEMA 178672 - JONES PARK TENSILE STRUCTURE		
103	Funds		260,605.87
630100	CAPITAL OUTLAY		260,605.87
82591			260,605.87
	SCI INC.		
Invoice #:	342574	P.O. #: 229406	539618 82,564.66
	AS PER COUNCIL APPROVAL 6/22/22 -- CONSTRUCTION SERVICES FOR THE DEBUYS ROAD PUMP STATION REPLACEMENT PROJECT		
	SCI INC.		
Invoice #:	342575	P.O. #: 229406	539619 178,041.21
	AS PER COUNCIL APPROVAL 6/22/22 -- CONSTRUCTION SERVICES FOR THE DEBUYS ROAD PUMP STATION REPLACEMENT PROJECT		
111	Executive - Mayor		265.73

621700	MAINTENANCE CONTRACTS	235.73
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SOUTH MS BUSINESS MACHINES INC

Invoice #:	342628	P.O. #:	MANUAL	539672	235.73
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626001	TELEPHONE	30.00
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A T & T

Invoice #:	342423	P.O. #:	MANUAL	539465	30.00
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115	Legislative - Council	4,046.84
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601300	CITY BENEFITS	54.00
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MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #:	342594	P.O. #:	MANUAL	539638	18.00
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MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #:	342595	P.O. #:	MANUAL	539639	18.00
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MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #:	342656	P.O. #:	MANUAL	539700	18.00
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621700	MAINTENANCE CONTRACTS	236.63
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SOUTH MS BUSINESS MACHINES INC

Invoice #:	342624	P.O. #:	MANUAL	539668	64.63
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SOUTH MS BUSINESS MACHINES INC

Invoice #:	342626	P.O. #:	MANUAL	539670	3.01
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SOUTH MS BUSINESS MACHINES INC

Invoice #:	342628	P.O. #:	MANUAL	539672	168.99
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626001	TELEPHONE	34.30
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A T & T

Invoice #:	342423	P.O. #:	MANUAL	539465	34.30
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626900	TRAVEL	221.91
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BRITTANY THOMAS

Invoice #:	342316	P.O. #:	230259	539357	30.00
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BREAKFAST PER DIEM OCTOBER 26-28; TRAVEL-TRAINING FALL CMC SESSION
HATTIESBURG

BRITTANY THOMAS

Invoice #:	342316	P.O. #:	230259	539357	39.00
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LUNCH PER DIEM OCTOBER 26-28 TRAVEL/TRAINING FALL CMC SESSION HATTIESBURG

BRITTANY THOMAS

Invoice #:	342316	P.O. #:	230259	539357	46.00
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DINNER PER DIEM OCTOBER 26 & 27 TRAVEL/TRAINING FALL CMC SESSION HATTIESBURG

BRITTANY THOMAS

Invoice #:	342316	P.O. #:	230259	539357	91.25
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MILEAGE TO/FROM 133 PLAZA DRIVE, HATTIESBURG FOR TRAVEL/TRAINING FALL CMC
SESSION

F. B. RUSTY WALKER

Invoice #:	342373	P.O. #:	MANUAL	539413	15.66
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627700	CONTRIBUTIONS	3,500.00
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NAACP GULFPORT BRANCH

Invoice #:	342652	P.O. #:	230012	539696	3,500.00
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FY23 CONTRIBUTION APPROVED DURING FY23 BUDGET 9-12-22

125	Judicial - Courts	9,075.05
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601300	CITY BENEFITS	39.00
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MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #:	342594	P.O. #:	MANUAL	539638	12.00
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MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #:	342595	P.O. #:	MANUAL	539639	15.00
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MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #:	342656	P.O. #:	MANUAL	539700	12.00
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620900	CONTRACTUAL FEES	8,115.88
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HARRISON COUNTY EMERGENCY

Invoice #:	342364	P.O. #:	MANUAL	539404	31.02
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SWETMAN SECURITY SERVICE

Invoice #: 342426

P.O. #: MANUAL

539468

7,106.97

SEAN COUNTNEY

Invoice #: 342427

P.O. #: MANUAL

539469

237.50

DMS MAIL MANAGEMENT, INC.

Invoice #: 342428

P.O. #: MANUAL

539470

740.39

621700 MAINTENANCE CONTRACTS**649.07**

SOUTH MS BUSINESS MACHINES INC

Invoice #: 342643

P.O. #: MANUAL

539687

649.07

626001 TELEPHONE**271.10**

A T & T

Invoice #: 342423

P.O. #: MANUAL

539465

231.09

CELLCO PARTNERSHIP

Invoice #: 342425

P.O. #: MANUAL

539467

40.01

135 Legal - City Attorney**1,286.96****601300 CITY BENEFITS****36.00**

MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #: 342594

P.O. #: MANUAL

539638

12.00

MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #: 342595

P.O. #: MANUAL

539639

12.00

MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #: 342656

P.O. #: MANUAL

539700

12.00

610400 OFFICE SUPPLIES**21.04**

SUN COAST BUSINESS SUPPLY INC			
Invoice #:	342445	P.O. #:	230581 539488 15.03
CLEAR FRONT VINYL REPORT COVER, PRONG FASTNER, 0.5" CAPACITY, 8.5X11,CLEAR/BLACK, 10/PK, ITEM# ACC26101			
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	342445	P.O. #:	230581 539488 3.28
STANDARD PUSH PINS, PLASTIC, CLEAR, 0.44, 200/PK; ITEM# UBR658U0824			
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	342445	P.O. #:	230581 539488 2.73
ENERGEL RTX GEL PEN, RETRACTABLE, MEDIUM 0.7MM, BLUE INK, BLUE/GRAY BARREL			
610700	OPERATING SUPPLIES		122.83
GULF COAST BUSINESS SUPPLY CO			
Invoice #:	342446	P.O. #:	230579 539489 122.83
DUAL MONITOR FOR 27" MONITORS, 360 DEGREE ROTATION, 90DEGREE TILT, BLACK; ITEM# MMMMM200B			
621700	MAINTENANCE CONTRACTS		496.22
SOUTH MS BUSINESS MACHINES INC			
Invoice #:	342628	P.O. #:	MANUAL 539672 295.35
SOUTH MS BUSINESS MACHINES INC			
Invoice #:	342643	P.O. #:	MANUAL 539687 200.87
621900	MEMBERSHIP DUES AND SUBSCRIPT		170.00
BAR ASSOCIATION OF THE FIFTH			
Invoice #:	342404	P.O. #:	MANUAL 539444 95.00
MISSISSIPPI MUNICIPAL ATTORNEYS ASSOCIATION			
Invoice #:	342589	P.O. #:	MANUAL 539633 75.00
626001	TELEPHONE		40.87
A T & T			
Invoice #:	342423	P.O. #:	MANUAL 539465 40.87
626900	TRAVEL		400.00

MISSISSIPPI MUNICIPAL ATTORNEYS ASSOCIATION

Invoice #: 342589

P.O. #: MANUAL

539633

400.00

145 General Administration**5,263.92****601300 CITY BENEFITS****45.00**

MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #: 342594

P.O. #: MANUAL

539638

15.00

MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #: 342595

P.O. #: MANUAL

539639

15.00

MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #: 342656

P.O. #: MANUAL

539700

15.00

610100 CLEANING AND JANITORIAL**32.57**

COASTAL DUST CONTROL

Invoice #: 342432

P.O. #: MANUAL

539474

32.57

610700 OPERATING SUPPLIES**112.15**

GULF COAST BUSINESS SUPPLY CO

Invoice #: 342461

P.O. #: 230574

539504

112.15

ITEM# SHREL1197PIII, SHARP EL-1197PIII 12 DIGIT COMMERCIAL PRINTER CALCULATOR-
DUAL COLOR PRINT - 4.3 LPS - CALENDAR, CLOCK, ITEM COUNT, DOUBLE ZERO - 12 DIGITS
FLUORE**620900 CONTRACTUAL FEES****333.85**

HARRISON COUNTY EMERGENCY

Invoice #: 342364

P.O. #: MANUAL

539404

15.51

CABLE ONE

Invoice #: 342542

P.O. #: MANUAL

539585

318.34

621700 MAINTENANCE CONTRACTS**624.67**

SOUTH MS BUSINESS MACHINES INC

Invoice #: 342628

P.O. #: MANUAL

539672

165.48

SOUTH MS BUSINESS MACHINES INC

Invoice #: 342643

P.O. #: MANUAL

539687

459.19

624200 BANK FEES**81.20**

SUN COAST BUSINESS SUPPLY INC

Invoice #: 342317

P.O. #: 230575

539358

81.20

DEPOSIT BAG, PLASTIC, 9 X 12, CLEAR, 100/PACK

625700 POSTAGE**36.32**

DMS MAIL MANAGEMENT, INC.

Invoice #: 342600

P.O. #: MANUAL

539644

36.32

626001 TELEPHONE**2,419.26**

A T & T

Invoice #: 342423

P.O. #: MANUAL

539465

1,069.26

CABLE ONE

Invoice #: 342584

P.O. #: MANUAL

539628

1,350.00

626002 ELECTRIC**92.51**

MS POWER COMPANY

Invoice #: 342786

P.O. #: MANUAL

539830

92.51

626004 GAS**33.82**

CENTERPOINT ENERGY RESOURCES CORP

Invoice #: 342775

P.O. #: MANUAL

539819

33.82

626900 TRAVEL**552.00**

JESSICA VERSIGA

Invoice #: 342441

P.O. #: MANUAL

539484

276.00

AMBER HINTON

Invoice #: 342442

P.O. #: MANUAL

539485

276.00

630100	CAPITAL OUTLAY	900.57
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22030	900.57
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HOME DEPOT CREDIT SERVICE

Invoice #:	342311	P.O. #:	230106	539352	15.56
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MISCELLANEOUS PARTS

HOME DEPOT CREDIT SERVICE

Invoice #:	342312	P.O. #:	230106	539353	22.97
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MISCELLANEOUS PARTS

HOME DEPOT CREDIT SERVICE

Invoice #:	342313	P.O. #:	230106	539354	109.29
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MISCELLANEOUS PARTS

LOWES OF GULFPORT MS 466

Invoice #:	342644	P.O. #:	230105	539688	104.46
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MISCELLANEOUS PARTS

LOWES OF GULFPORT MS 466

Invoice #:	342645	P.O. #:	230105	539689	426.55
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MISCELLANEOUS PARTS

LOWES OF GULFPORT MS 466

Invoice #:	342646	P.O. #:	230105	539690	121.91
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MISCELLANEOUS PARTS

LOWES OF GULFPORT MS 466

Invoice #:	342647	P.O. #:	230105	539691	20.44
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MISCELLANEOUS PARTS

LOWES OF GULFPORT MS 466

Invoice #:	342648	P.O. #:	230105	539692	3.03
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MISCELLANEOUS PARTS

HOME DEPOT CREDIT SERVICE

Invoice #:	342649	P.O. #:	230106	539693	76.36
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MISCELLANEOUS PARTS

146	Funds	64.80
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626001	TELEPHONE	64.80
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A T & T

Invoice #:	342423	P.O. #:	MANUAL	539465	64.80
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148	Funds		1,025.00
627800	EVENT EXPENSES		1,025.00
	CLAYS PRINT SHOP INC		
Invoice #:	342325	P.O. #:	230203
		539366	1,025.00
	CHRISTMAS FLYERS		
150	Funds		101,641.40
601300	CITY BENEFITS		9.00
	MISSISSIPPI SELECT HEALTH CARE LLC		
Invoice #:	342594	P.O. #:	MANUAL
		539638	3.00
	MISSISSIPPI SELECT HEALTH CARE LLC		
Invoice #:	342595	P.O. #:	MANUAL
		539639	3.00
	MISSISSIPPI SELECT HEALTH CARE LLC		
Invoice #:	342656	P.O. #:	MANUAL
		539700	3.00
610100	CLEANING AND JANITORIAL		26.20
	COASTAL DUST CONTROL		
Invoice #:	342424	P.O. #:	MANUAL
		539466	13.10
	COASTAL DUST CONTROL		
Invoice #:	342439	P.O. #:	MANUAL
		539482	13.10
610700	OPER SUPPLIES/NONCAPITAL EQUIP		331.89
	ALLISTONS		
Invoice #:	342651	P.O. #:	230533
		539695	59.98
	JET BLACK P78H L&XL		
	ALLISTONS		
Invoice #:	342651	P.O. #:	230533
		539695	29.99
	HEATEHR PURPLE P78H XL		
	ALLISTONS		
Invoice #:	342651	P.O. #:	230533
		539695	31.99
	HEATEHR ROYAL P78H 2XL		

ALLISTONS

Invoice #: 342651	P.O. #: 230533	539695	59.98
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HEATHER ATHLETIC MAROON P78H L

ALLISTONS

Invoice #: 342651	P.O. #: 230533	539695	29.99
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CARDINAL P78H SMALL

ALLISTONS

Invoice #: 342651	P.O. #: 230533	539695	59.98
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ATHLETIC HEATHER P78H L&XL

ALLISTONS

Invoice #: 342651	P.O. #: 230533	539695	29.99
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HEATHER NAVY P78H LARGE

ALLISTONS

Invoice #: 342651	P.O. #: 230533	539695	29.99
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HEATHER RED PC78H LARGE

614000	GASOLINE, OIL, GREASE	62.61
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FLEETCOR TECHNOLOGIES

Invoice #: 342668	P.O. #: MANUAL	539712	62.61
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621700	MAINTENANCE CONTRACTS	94,848.00
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TYLER TECHNOLOGIES, INC.

Invoice #: 342685	P.O. #: 230614	539729	94,848.00
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TYLER TECH NEW WORLD PROJECT PAYMENT 3 OF 5 APPROVED BY COUNCIL ON 12-17-2019

630400	COMPUTER EQUIPMENT	6,363.70
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ITSAVVY LLC

Invoice #: 342653	P.O. #: 230391	539697	6,363.70
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HPE 3TB SAS 6GB 7.2K HARD DRIVES

155	Civil Service	3,254.47
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620900	CONTRACTUAL FEES	1,602.83
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AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 342598	P.O. #: MANUAL	539642	899.93
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AUTOMATION PERSONNEL SERVICES, INC.

Invoice #: 342599

P.O. #: MANUAL

539643

702.90

621700 MAINTENANCE CONTRACTS**277.49**

SOUTH MS BUSINESS MACHINES INC

Invoice #: 342628

P.O. #: MANUAL

539672

277.49

622300 TRAINING PROGRAMS**1,373.00**

DALTON J PARKER

Invoice #: 342326

P.O. #: 230515

539367

661.50

TUITION REIMBURSEMENT DALTON PARKER PHYSICS I GRADES "A"

DALTON J PARKER

Invoice #: 342326

P.O. #: 230515

539367

25.00

TUITION REIMBURSEMENT DALTON PARKER COURSE FEE

JESS TRAINA

Invoice #: 342327

P.O. #: 230522

539368

661.50

TUITION REIMBURSEMENT JESS TRAINA ENVIRONMENTAL TECHNOLOGY GRADES "A"

JESS TRAINA

Invoice #: 342327

P.O. #: 230522

539368

25.00

TUITION REIMBURSEMENT JESS TRAINA COURSE FEE

625700 POSTAGE**1.15**

DMS MAIL MANAGEMENT, INC.

Invoice #: 342600

P.O. #: MANUAL

539644

1.15

213 Police Operating**76,783.92****601300 CITY BENEFITS****240.00**

MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #: 342594

P.O. #: MANUAL

539638

78.00

MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #: 342595

P.O. #: MANUAL

539639

84.00

MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #: 342656

P.O. #: MANUAL

539700

78.00

610100 CLEANING AND JANITORIAL**2,939.27**

DIBS CHEMICAL & SUPPLY CO

Invoice #: 342345

P.O. #: 230239

539386

117.75

ITEM# SB-6920BW / DISP-LEVER ACTION-TWL-SMOKE (QUOTE 2022)

DIBS CHEMICAL & SUPPLY CO

Invoice #: 342345

P.O. #: 230239

539386

43.68

ITEM# SN-5196 / CHASE FOAMING DISINF CLEANER 12/CASE

SUN COAST BUSINESS SUPPLY INC

Invoice #: 342347

P.O. #: 230428

539388

23.16

ITEM# SCB-SADDLE24C / 24OZ COTTON WHITE SADDLE MOP HEAD (QUOTE 11/02/22)

SUN COAST BUSINESS SUPPLY INC

Invoice #: 342347

P.O. #: 230428

539388

117.78

ITEM# COL-ST39 / 33X39 WHITE LOW DENSITY CAN LINERS 150/CS

SUN COAST BUSINESS SUPPLY INC

Invoice #: 342347

P.O. #: 230428

539388

96.24

ITEM# COL-GAT60XH / 38X58 BLACK LOW DENSITY CAN LINERS, 100/CS

SUN COAST BUSINESS SUPPLY INC

Invoice #: 342347

P.O. #: 230428

539388

845.76

ITEM# KCC01080 8" WHITE ROLL TOWELS 12/CS

SUN COAST BUSINESS SUPPLY INC

Invoice #: 342347

P.O. #: 230428

539388

666.80

ITEM# KCC07827 / WHITE JAR TISSUE 2 PLY 3.7X 2000, 6/CS

SUN COAST BUSINESS SUPPLY INC

Invoice #: 342347

P.O. #: 230428

539388

82.56

ITEM# CHA-5196 / FOAMING DISINFECTANT CLEANING SPRAY 12/CS

COASTAL DUST CONTROL

Invoice #: 342409

P.O. #: MANUAL

539450

22.77

SWE, INC.

Invoice #: 342411

P.O. #: MANUAL

539452

900.00

COASTAL DUST CONTROL

Invoice #: 342412

P.O. #: MANUAL

539453

22.77

611000	BLDG MATERIALS AND SUPPLIES	809.24
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CHANCELLOR SUPPLY, INC

Invoice #:	342328	P.O. #:	230190	539369	47.13
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS PARTS AND LIGHTING SUPPLIES FOR THE MUNICIPAL COMPLEX

LOWES OF GULFPORT MS 466

Invoice #:	342346	P.O. #:	230099	539387	11.11
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BLANKET PO FOR MISCELLANEOUS SUPPLIES FOR PD AND SHOP

ULINE, INC.

Invoice #:	342458	P.O. #:	230163	539501	751.00
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ITEM# H-5073A-20 / 5 STEP NARROW AISLE LADDER

611300	MOTOR VEHICLE REPAIRS	8,738.47
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CORNETT BOLT & SCREW, INC

Invoice #:	342333	P.O. #:	230116	539374	19.85
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

MANDAL CHYRSLER DODGE JEEP RAM

Invoice #:	342334	P.O. #:	230112	539375	479.25
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

MANDAL CHYRSLER DODGE JEEP RAM

Invoice #:	342335	P.O. #:	230112	539376	40.06
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

M J DONOVAN ENTERPRISES

Invoice #:	342336	P.O. #:	230344	539377	210.00
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BLANKET PUCHASE ORDER FOR VEHICLE DECALS ON POLICE VEHICLES

M J DONOVAN ENTERPRISES

Invoice #:	342337	P.O. #:	230344	539378	180.00
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BLANKET PUCHASE ORDER FOR VEHICLE DECALS ON POLICE VEHICLES

O REILLY AUTO PARTS

Invoice #:	342338	P.O. #:	230101	539379	11.99
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

PERFORMANCE TIRE & WHEEL INC #1

Invoice #:	342339	P.O. #:	230098	539380	352.00
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

PERFORMANCE TIRE & WHEEL INC #1

Invoice #:	342340	P.O. #:	230098	539381	1,312.00
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

TURAN-FOLEY CHEVROLET BUICK GEO

Invoice #:	342341	P.O. #:	230130	539382	28.18
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS VEHICLE PARTS

LOWES OF GULFPORT MS 466

Invoice #: 342346 P.O. #: 230099 539387 11.11

BLANKET PO FOR MISCELLANEOUS SUPPLIES FOR PD AND SHOP

AUTO ZONE INC

Invoice #: 342348 P.O. #: 230124 539389 117.83

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

GOODYEAR CORPORATE #2728

Invoice #: 342349 P.O. #: 230317 539390 3,750.00

ITEM# 732312500 / P225/60R18 99W SL EAG RS-A VSRPTL (QUOTE 2965)

GOODYEAR CORPORATE #2728

Invoice #: 342349 P.O. #: 230317 539390 30.00

ITEM# 046179000 / STATE TIRE FEE

KEYSTONE AUTOMOTIVE

Invoice #: 342350 P.O. #: 230117 539391 815.75

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

LESLIE SLADE

Invoice #: 342351 P.O. #: 230108 539392 100.00

BLANKET PURCHASE ORDER TO TINT WINDOWS ON POLICE VEHICLES

LESLIE SLADE

Invoice #: 342352 P.O. #: 230108 539393 100.00

BLANKET PURCHASE ORDER TO TINT WINDOWS ON POLICE VEHICLES

LESLIE SLADE

Invoice #: 342353 P.O. #: 230108 539394 100.00

BLANKET PURCHASE ORDER TO TINT WINDOWS ON POLICE VEHICLES

DISTRIBUTORS HOLDING CORP

Invoice #: 342354 P.O. #: 230107 539395 8.72

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

NATIONAL MUFFLER INC.

Invoice #: 342355 P.O. #: 230347 539396 450.00

06 LEXUS (175), 13 TAHOE (75), 14 CHARGER (100) AND 10 FORD F-350 (100) - QUOTE 10/26/22

O REILLY AUTO PARTS

Invoice #: 342356 P.O. #: 230101 539397 64.18

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

O REILLY AUTO PARTS

Invoice #: 342357 P.O. #: 230101 539398 263.42

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

O REILLY AUTO PARTS

Invoice #: 342359 P.O. #: 230101 539399 69.99

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

O REILLY AUTO PARTS

Invoice #: 342360	P.O. #: 230101	539400	110.91
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

O REILLY AUTO PARTS

Invoice #: 342361	P.O. #: 230101	539401	66.22
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

O REILLY AUTO PARTS

Invoice #: 342443	P.O. #: 230101	539486	42.60
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

O REILLY AUTO PARTS

Invoice #: 342444	P.O. #: 230101	539487	4.41
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

612500 UNIFORMS 1,471.96**GALLS LLC**

Invoice #: 342342	P.O. #: 230184	539383	1,471.96
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BLANKET PURCHASE ORDER, FOR MISCELLANEOUS POLICE GEAR AND UNIFORMS

614000 GASOLINE, OIL, GREASE 18,456.51**FLEETCOR TECHNOLOGIES**

Invoice #: 342660	P.O. #: MANUAL	539704	10,116.19
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FLEETCOR TECHNOLOGIES

Invoice #: 342661	P.O. #: MANUAL	539705	8,340.32
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615200 PHOTOGRAPHY AND FINGERPRINT 58.64**CINTAS CORP 240**

Invoice #: 342410	P.O. #: MANUAL	539451	58.64
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620900 CONTRACTUAL FEES 100.32**CABLE ONE**

Invoice #: 342499	P.O. #: MANUAL	539542	14.34
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CABLE ONE

Invoice #: 342500	P.O. #: MANUAL	539543	2.75
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CABLE ONE				
Invoice #:	342506	P.O. #:	MANUAL	539549
				5.29
CABLE ONE				
Invoice #:	342509	P.O. #:	MANUAL	539552
				2.91
CABLE ONE				
Invoice #:	342511	P.O. #:	MANUAL	539554
				5.29
CABLE ONE				
Invoice #:	342513	P.O. #:	MANUAL	539556
				5.29
CABLE ONE				
Invoice #:	342515	P.O. #:	MANUAL	539558
				5.00
CABLE ONE				
Invoice #:	342516	P.O. #:	MANUAL	539559
				5.29
CABLE ONE				
Invoice #:	342518	P.O. #:	MANUAL	539561
				5.29
CABLE ONE				
Invoice #:	342520	P.O. #:	MANUAL	539563
				5.29
CABLE ONE				
Invoice #:	342522	P.O. #:	MANUAL	539565
				5.29
CABLE ONE				
Invoice #:	342523	P.O. #:	MANUAL	539566
				5.82
CABLE ONE				
Invoice #:	342525	P.O. #:	MANUAL	539568
				2.91
CABLE ONE				
Invoice #:	342527	P.O. #:	MANUAL	539570
				5.29
CABLE ONE				
Invoice #:	342529	P.O. #:	MANUAL	539572
				5.29

CABLE ONE				
Invoice #:	342531	P.O. #:	MANUAL	539574
				3.11
CABLE ONE				
Invoice #:	342533	P.O. #:	MANUAL	539576
				5.29
CABLE ONE				
Invoice #:	342535	P.O. #:	MANUAL	539578
				5.29
CABLE ONE				
Invoice #:	342537	P.O. #:	MANUAL	539580
				5.29
621700	MAINTENANCE CONTRACTS			2,217.60
SOUTH MS BUSINESS MACHINES INC				
Invoice #:	342628	P.O. #:	MANUAL	539672
				151.03
SOUTH MS BUSINESS MACHINES INC				
Invoice #:	342643	P.O. #:	MANUAL	539687
				2,066.57
622300	TRAINING PROGRAMS			700.00
MS GULF COAST COMMUNITY COLLEGE				
Invoice #:	342344	P.O. #:	230529	539385
				700.00
REGISTRATION FOR FTO COURSE FOR OFFICERS A KERR, L BLOOM, D WASSMUTH AND A ASHCRAFT HELD AT MGCCC ON 11/09/22 TO 11-11/22 (1ST \$225, \$175 FOR EACH ADDITIONAL STUDENT)				
623500	PRISONER MEALS AND HOUSING			35,496.84
HARRISON COUNTY SHERIFF				
Invoice #:	342407	P.O. #:	MANUAL	539448
				35,496.84
624500	TAXES AND LICENSES			12.00
MISSISSIPPI DEPT OF REVENUE				
Invoice #:	342420	P.O. #:	MANUAL	539462
				12.00
626001	TELEPHONE			3,253.13

A T & T				
Invoice #:	342363	P.O. #:	MANUAL	539403
				437.93
HAVARD PEST CONTROL				
Invoice #:	342408	P.O. #:	MANUAL	539449
				80.00
A T & T				
Invoice #:	342421	P.O. #:	MANUAL	539463
				54.85
A T & T				
Invoice #:	342423	P.O. #:	MANUAL	539465
				1,680.35
CABLE ONE				
Invoice #:	342584	P.O. #:	MANUAL	539628
				1,000.00
626002	ELECTRIC			2,118.94
MS POWER COMPANY				
Invoice #:	342759	P.O. #:	MANUAL	539803
				2,118.94
626500	PRINTING AND BINDING			171.00
CLAYS PRINT SHOP INC				
Invoice #:	342331	P.O. #:	230182	539372
				75.00
BUSINESS CARDS FOR NEW CAPTAINS, LIEUTENANTS AND DETECTIVES				
CLAYS PRINT SHOP INC				
Invoice #:	342332	P.O. #:	230182	539373
				96.00
BUSINESS CARDS FOR NEW CAPTAINS, LIEUTENANTS AND DETECTIVES				
215	Funds			1,759.28
610700	OPERATING SUPPLIES			18.78
LOWES OF GULFPORT MS 466				
Invoice #:	342329	P.O. #:	230576	539370
				18.78
BLANKET PO FOR CODE ENFORCEMENT SUPPLIES				
625500	LOT ASSESSMENTS			1,740.50

CHRISTOPHER WALKER

Invoice #: 342318	P.O. #: 230527	539359	500.00
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0910K-01-021.000, VELEZ ALEX JRE, LOT CLEAN UP, AWARDED 11-08-2022, CC, CASE: 10020

ANDREW W BARSTOW

Invoice #: 342319	P.O. #: 230322	539360	500.00
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0911D-04-003.001, ADELAIDA DIAZ, LOT CLEAN UP, AWARDED 10-5-2022, CC, CASE: 9937

GABRIEL M SHABAZZ

Invoice #: 342320	P.O. #: 230524	539361	125.00
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0908N-05-001.063, TUCKER THOMAS W & RICHARD LE, LOT CLEAN UP, AWARDED 11-08-2022, CC, CASE: 10154

GABRIEL M SHABAZZ

Invoice #: 342321	P.O. #: 230524	539362	80.00
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0911C-01-134.000, BRAZORIA COUNTY ALTERNATIVE ACADEMY, LOT CLEAN UP, AWARDED 11-08-2022, CC, CASE: 9959

GABRIEL M SHABAZZ

Invoice #: 342322	P.O. #: 230524	539363	85.00
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0811E-02-012.000, ROBINSON MARIA ELEANOR RAMOSE, LOT CLEAN UP, AWARDED 11-08-2022, CC, CASE: 10240

GABRIEL M SHABAZZ

Invoice #: 342323	P.O. #: 230524	539364	80.00
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0910I-02-046.000, STATE OF MISS-SECRETARY OF STATE, LOT CLEAN UP, AWARDED 11-08-2022, CC, CASE: 10376

SIJ HOLDINGS, LLC

Invoice #: 342330	P.O. #: 230324	539371	96.50
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JOURNALISTIC SERVICES TO INCLUDE PAGE CHARGES FOR PUBLICATION - CODE ENFORCEMENT

LILLIE MONROE

Invoice #: 342501	P.O. #: 230526	539544	274.00
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0810N-01-097.000, D S LADNER HOLDINGS LLC, LOT CLEAN UP, AWARDED 11-08-2022, CC, CASE: 10416

286	Coastal Narcotics Task Force	572.10
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610700	OPERATING SUPPLIES	572.10
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USIQ INC

Invoice #: 342459	P.O. #: 228904	539502	572.10
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ITEM# 39D-BP-LVLIIA-HG-AFCT2A-525-6X6-CMBD / HIGH GROUND GEAR AFCT3A, 6X6 SIDE ARMOR INSERTS

290	Fire	39,080.61
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601300	CITY BENEFITS	156.00
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MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #: 342594	P.O. #: MANUAL	539638	54.00
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MISSISSIPPI SELECT HEALTH CARE LLC			
Invoice #:	342595	P.O. #:	MANUAL
		539639	51.00
MISSISSIPPI SELECT HEALTH CARE LLC			
Invoice #:	342656	P.O. #:	MANUAL
		539700	51.00
610700	OPERATING SUPPLIES		166.76
LOWES OF GULFPORT MS 466			
Invoice #:	342301	P.O. #:	230019
		539342	63.36
BLANKET PURCHASE ORDER FOR MINOR PARTS AND MATERIALS			
LOWES OF GULFPORT MS 466			
Invoice #:	342465	P.O. #:	230019
		539508	128.24
BLANKET PURCHASE ORDER FOR MINOR PARTS AND MATERIALS			
LOWES OF GULFPORT MS 466			
Invoice #:	342681	P.O. #:	
		539725	-113.96
LOWES OF GULFPORT MS 466			
Invoice #:	342682	P.O. #:	230019
		539726	43.60
BLANKET PURCHASE ORDER FOR MINOR PARTS AND MATERIALS			
LOWES OF GULFPORT MS 466			
Invoice #:	342683	P.O. #:	230019
		539727	45.52
BLANKET PURCHASE ORDER FOR MINOR PARTS AND MATERIALS			
611300	MOTOR VEHICLE REPAIRS		6,538.34
A1 BATTERY INC			
Invoice #:	342302	P.O. #:	230551
		539343	364.60
GR31S/1125 BATTERIES			
A1 BATTERY INC			
Invoice #:	342302	P.O. #:	230551
		539343	70.40
BATTERY CORES			
O REILLY AUTO PARTS			
Invoice #:	342448	P.O. #:	230018
		539491	109.47
BLANKET PURCHASE ORDER FOR VEICLE MAINTENCE			
ROCKING C TRUCK AND TRAILER			
Invoice #:	342449	P.O. #:	230588
		539492	11.06
POWER STEERING WHEEL SHOP SUPPLIES FOR ENGINE 2			

ROCKING C TRUCK AND TRAILER

Invoice #: 342449	P.O. #: 230588	539492	158.00
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LABOR

SOUTHERN TIRE MART LLC

Invoice #: 342451	P.O. #: 230172	539494	1,156.00
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315/80R22.5 TIRES

SOUTHERN TIRE MART LLC

Invoice #: 342451	P.O. #: 230172	539494	4.00
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WASTE TIRE FEE

SOUTHERN TIRE MART LLC

Invoice #: 342451	P.O. #: 230172	539494	80.00
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120 TIRE CHANGE

SOUTHERN TIRE MART LLC

Invoice #: 342451	P.O. #: 230172	539494	76.00
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135 BALANCE

SOUTHERN TIRE MART LLC

Invoice #: 342451	P.O. #: 230172	539494	15.90
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250 VALVE STEMS

SOUTHERN TIRE MART LLC

Invoice #: 342451	P.O. #: 230172	539494	14.00
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210 TIRE DISPOSAL FEE

SOUTHERN TIRE MART LLC

Invoice #: 342452	P.O. #: 230236	539495	2,312.00
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315/80R22.5 TIRES WO2500111822

SOUTHERN TIRE MART LLC

Invoice #: 342452	P.O. #: 230236	539495	8.00
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WASTE TIRE FEE

SOUTHERN TIRE MART LLC

Invoice #: 342452	P.O. #: 230236	539495	160.00
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TIRE CHANGE

SOUTHERN TIRE MART LLC

Invoice #: 342452	P.O. #: 230236	539495	31.80
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VALVE STEMS

SOUTHERN TIRE MART LLC

Invoice #: 342452	P.O. #: 230236	539495	28.00
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TIRE DISPOSAL FEE

SOUTHERN TIRE MART LLC

Invoice #: 342452	P.O. #: 230236	539495	85.00
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SERVICE CALL

SOUTHERN TIRE MART LLC

Invoice #: 342452	P.O. #: 230236	539495	25.00
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FUEL SURCHARGE

SOUTHERN TIRE MART LLC

Invoice #: 342453	P.O. #: 230266	539496	299.00
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FRONT END ALIGNMENT WO 2500112271

O REILLY AUTO PARTS

Invoice #: 342455	P.O. #: 230018	539498	92.98
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BLANKET PURCHASE ORDER FOR VEICLE MAINTENCE

SUNBELT FIRE INC

Invoice #: 342457	P.O. #: 230366	539500	248.00
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BLANKET PURCHASE ORDER FOR VEHICLE MAINTENANCE & PARTS

SUNBELT FIRE INC

Invoice #: 342654	P.O. #: 230294	539698	966.33
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E0241576 WINDSHIELD Q962809 FOR ENGINE 8

SUNBELT FIRE INC

Invoice #: 342654	P.O. #: 230294	539698	81.61
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E0534054 GASKET

PERFORMANCE TIRE & WHEEL INC #1

Invoice #: 342659	P.O. #: 230605	539703	42.50
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FIRE TRUCK #15 TIRE REPAIR

O REILLY AUTO PARTS

Invoice #: 342686	P.O. #: 230018	539730	113.69
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BLANKET PURCHASE ORDER FOR VEICLE MAINTENCE

O REILLY AUTO PARTS

Invoice #: 342687	P.O. #:	539731	-15.00
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612200 REPAIRS AND MAINTENANCE**5,579.27**

CHARLES BARNES JR

Invoice #: 342300	P.O. #: 230558	539341	120.75
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6 BAGS OF MASONRY CEMENT FOR FIRE STATION 3

CHARLES BARNES JR

Invoice #: 342300	P.O. #: 230558	539341	50.00
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1/2 YARD OF MASONRY SAND

CHARLES BARNES JR

Invoice #: 342300	P.O. #: 230558	539341	568.13
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1 1/2 YARD OF CONCRETE

CHARLES BARNES JR				
Invoice #:	342300	P.O. #:	230558	539341
				50.00
DURA WIRE				
CHARLES BARNES JR				
Invoice #:	342300	P.O. #:	230558	539341
				31.50
8" X 2" X 16" BLOCK CAPS				
CHARLES BARNES JR				
Invoice #:	342300	P.O. #:	230558	539341
				25.00
#5 REBAR				
CHARLES BARNES JR				
Invoice #:	342300	P.O. #:	230558	539341
				3,125.80
DEMO WALL 8 X 8 X 16 HAUL OFF, INSTALL 8 X 8 X 8 RETAINING WALL 18' LONG X 5.5' TALL FILLING IN BLOCKS				
NECAISE LOCKSMITH SERVICE INC				
Invoice #:	342447	P.O. #:	230178	539490
				742.00
SIMPLEX PANIC TRIM LOCKS FOR CENTRAL STATION UPSTAIRS				
NECAISE LOCKSMITH SERVICE INC				
Invoice #:	342447	P.O. #:	230178	539490
				385.00
6100 36 626 YALE EXIT DEVICE				
NECAISE LOCKSMITH SERVICE INC				
Invoice #:	342447	P.O. #:	230178	539490
				245.00
LABOR				
NECAISE LOCKSMITH SERVICE INC				
Invoice #:	342447	P.O. #:	230178	539490
				70.00
SERVICE CALL				
JERRYS LAWNMOWER SALES & SVC INC				
Invoice #:	342621	P.O. #:	MANUAL	539665
				166.09
612500	UNIFORMS			4,449.82
SUNBELT FIRE INC				
Invoice #:	342454	P.O. #:	230566	539497
				3,582.00
IT885S FIRE PROTECTIVE GLOVES				
SOUTHERN PRINTING & SILK SCREENING				
Invoice #:	342578	P.O. #:	230022	539622
				214.50
1850 UNIFORM SHIRTS				
MID SOUTH UNIFORM & SUPPLY INC				
Invoice #:	342655	P.O. #:	230271	539699
				24.90
BLANKET PURHCASE ORDER				

MID SOUTH UNIFORM & SUPPLY INC			
Invoice #:	342657	P.O. #:	230271
			539701
			72.00
BLANKET PURCHASE ORDER			
MID SOUTH UNIFORM & SUPPLY INC			
Invoice #:	342658	P.O. #:	230271
			539702
			160.00
BLANKET PURCHASE ORDER			
GLOBE MANUFACTURING LLC			
Invoice #:	342684	P.O. #:	230331
			539728
			50.85
FIRE PROTECTIVE GEAR CLEANING / REPAIRS UNDER RGA 101922KM5 SERIAL NUMBER 6102068 REINFORCE POCKET 1 AREA			
GLOBE MANUFACTURING LLC			
Invoice #:	342684	P.O. #:	230331
			539728
			43.10
FIRE PROTECTIVE GEAR CLEANING / REPAIRS UNDER RGA 101922KM5 SERIAL NUMBER 5156086 UPS TAG			
GLOBE MANUFACTURING LLC			
Invoice #:	342684	P.O. #:	230331
			539728
			54.35
FIRE PROTECTIVE GEAR CLEANING / REPAIRS UNDER RGA 101922KM5 SERIAL NUMBER 61020748 REPLACE CUFFS			
GLOBE MANUFACTURING LLC			
Invoice #:	342684	P.O. #:	230331
			539728
			149.20
FIRE PROTECTIVE GEAR CLEANING / REPAIRS UNDER RGA 101922KM5 SERIAL NUMBER 51560875 REPLACE VELCRO AND GREY NOMEX HOOD, REINFORCE SHELL 1 AREA			
GLOBE MANUFACTURING LLC			
Invoice #:	342684	P.O. #:	230331
			539728
			98.92
FIRE PROTECTIVE GEAR CLEANING / REPAIRS UNDER RGA 101922KM5 SERIAL NUMBER 5739126 DARN POCKET 1 AREA, REINFORCE SHELL 1 AREA, DARN SHELL 3 AREAS			
614000	GASOLINE, OIL, GREASE		5,178.19
FLEETCOR TECHNOLOGIES			
Invoice #:	342671	P.O. #:	MANUAL
			539715
			3,034.06
FLEETCOR TECHNOLOGIES			
Invoice #:	342672	P.O. #:	MANUAL
			539716
			2,144.13
621700	MAINTENANCE CONTRACTS		183.41
SOUTH MS BUSINESS MACHINES INC			
Invoice #:	342628	P.O. #:	MANUAL
			539672
			183.41
621900	MEMBERSHIP DUES AND SUBSCRIPT		466.95
SIJ HOLDINGS, LLC			
Invoice #:	342779	P.O. #:	MANUAL
			539823
			466.95

622300	TRAINING PROGRAMS	1,367.66
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JUSTIN N DICKERSON

Invoice #:	342413	P.O. #:	MANUAL	539454	40.00
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ASCEND LEARNING HOLDINGS, LLC

Invoice #:	342450	P.O. #:	230402	539493	222.64
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9781284172393 FIRE OFFICER 4E ADVANTAGE ACCESS

ASCEND LEARNING HOLDINGS, LLC

Invoice #:	342450	P.O. #:	230402	539493	1,048.02
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9781284147612 FIRE APPARATUS DRIVER/OPERATOR 3E WITH ADVANTAGE ACCESS

COASTLINE FARM & GARDEN SUPPLY LLC

Invoice #:	342456	P.O. #:	230562	539499	57.00
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HAY FOR LIVE FIRE TRAINING

625700	POSTAGE	19.44
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FEDEX

Invoice #:	342586	P.O. #:	MANUAL	539630	9.72
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FEDEX

Invoice #:	342587	P.O. #:	MANUAL	539631	9.72
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626001	TELEPHONE	4,213.75
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A T & T

Invoice #:	342423	P.O. #:	MANUAL	539465	813.75
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CABLE ONE

Invoice #:	342584	P.O. #:	MANUAL	539628	3,400.00
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626002	ELECTRIC	9,553.59
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COAST ELECTRIC POWER ASSOC

Invoice #:	342730	P.O. #:	MANUAL	539774	492.91
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MS POWER COMPANY

Invoice #:	342756	P.O. #:	MANUAL	539800	861.26
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MS POWER COMPANY			
Invoice #:	342761	P.O. #:	MANUAL
		539805	7,771.93
MS POWER COMPANY			
Invoice #:	342765	P.O. #:	MANUAL
		539809	427.49
626003	WATER		525.86
CITY OF GULFPORT			
Invoice #:	342603	P.O. #:	MANUAL
		539647	113.16
CITY OF GULFPORT			
Invoice #:	342604	P.O. #:	MANUAL
		539648	91.78
CITY OF GULFPORT			
Invoice #:	342605	P.O. #:	MANUAL
		539649	320.92
626004	GAS		545.82
CENTERPOINT ENERGY RESOURCES CORP			
Invoice #:	342607	P.O. #:	MANUAL
		539651	104.59
CENTERPOINT ENERGY RESOURCES CORP			
Invoice #:	342691	P.O. #:	MANUAL
		539735	65.76
CENTERPOINT ENERGY RESOURCES CORP			
Invoice #:	342694	P.O. #:	MANUAL
		539738	96.95
CENTERPOINT ENERGY RESOURCES CORP			
Invoice #:	342695	P.O. #:	MANUAL
		539739	70.72
CENTERPOINT ENERGY RESOURCES CORP			
Invoice #:	342699	P.O. #:	MANUAL
		539743	101.59
CENTERPOINT ENERGY RESOURCES CORP			
Invoice #:	342704	P.O. #:	MANUAL
		539748	106.21
626500	PRINTING AND BINDING		43.75

CLAYS PRINT SHOP INC

Invoice #: 342689

P.O. #: 230611

539733

36.00

SELF INKED STAMP

CLAYS PRINT SHOP INC

Invoice #: 342689

P.O. #: 230611

539733

7.75

BOTTLE RED INK

626900 TRAVEL**92.00**

SAMUEL T BARKLEY

Invoice #: 342588

P.O. #: MANUAL

539632

92.00

311 Streets and Drainage Maintenance**57,833.34****610700 OPERATING SUPPLIES****3,863.63**

LOWES OF GULFPORT MS 466

Invoice #: 342482

P.O. #: 230455

539525

1,016.17

RESTOCK INVENTORY -- 2" X 4" X 8' LUMBER (UNTREATED)

LOWES OF GULFPORT MS 466

Invoice #: 342482

P.O. #: 230455

539525

2,823.49

3/4" X 4' X 8' PLYWOOD, EXTERIOR GRADE, NON TREATED

LMR HARDWARE

Invoice #: 342556

P.O. #: 230583

539600

23.97

BLANKET PO FOR VARIOUS SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS
(EMERGENCIES OR SMALL PURCHASES ONLY) -- FOR FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)

611000 BLDG MATERIALS AND SUPPLIES**1,180.00**

SOUTHERN FIRE SPRINKLER

Invoice #: 342493

P.O. #: 228740

539536

480.00

FIRE ALARM MONITORING TEST (TO BE PERFORMED ANNUALLY)

SOUTHERN FIRE SPRINKLER

Invoice #: 342494

P.O. #: 228740

539537

700.00

ONE TIME SETUP FEE AND CELLULAR COMMUNICATOR

613800 ASPHALT**5,807.57**

COVINGTON SALES & SERVICE INC

Invoice #: 342491

P.O. #: 230300

539534

2,813.46

FOR NEW ASPHALT TRUCK -- ITEM #PHPM-50: PHPM 50 EMULSION, PER GALLON, 275
GAL/TOTE

WARREN PAVING INC

Invoice #: 342502	P.O. #: 230483	539545	275.28
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AS PER BID GROUP C3 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR FY 2023 FOR
TYPE SC1 HOT MIX ASPHALT TO BE DELIVERED TO SITES AS NEEDED (EST PERIOD NOV 2022
- SEPT 2023)

WARREN PAVING INC

Invoice #: 342503	P.O. #: 230483	539546	236.45
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AS PER BID GROUP C3 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR FY 2023 FOR
TYPE SC1 HOT MIX ASPHALT TO BE DELIVERED TO SITES AS NEEDED (EST PERIOD NOV 2022
- SEPT 2023)

WARREN PAVING INC

Invoice #: 342504	P.O. #: 230483	539547	321.73
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AS PER BID GROUP C3 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR FY 2023 FOR
TYPE SC1 HOT MIX ASPHALT TO BE DELIVERED TO SITES AS NEEDED (EST PERIOD NOV 2022
- SEPT 2023)

WARREN PAVING INC

Invoice #: 342505	P.O. #: 230483	539548	537.39
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AS PER BID GROUP C3 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR FY 2023 FOR
TYPE SC1 HOT MIX ASPHALT TO BE DELIVERED TO SITES AS NEEDED (EST PERIOD NOV 2022
- SEPT 2023)

WARREN PAVING INC

Invoice #: 342507	P.O. #: 230483	539550	635.16
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AS PER BID GROUP C3 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR FY 2023 FOR
TYPE SC1 HOT MIX ASPHALT TO BE DELIVERED TO SITES AS NEEDED (EST PERIOD NOV 2022
- SEPT 2023)

WARREN PAVING INC

Invoice #: 342508	P.O. #: 230483	539551	368.89
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AS PER BID GROUP C3 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR FY 2023 FOR
TYPE SC1 HOT MIX ASPHALT TO BE DELIVERED TO SITES AS NEEDED (EST PERIOD NOV 2022
- SEPT 2023)

WARREN PAVING INC

Invoice #: 342510	P.O. #: 230483	539553	260.03
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AS PER BID GROUP C3 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR FY 2023 FOR
TYPE SC1 HOT MIX ASPHALT TO BE DELIVERED TO SITES AS NEEDED (EST PERIOD NOV 2022
- SEPT 2023)

WARREN PAVING INC

Invoice #: 342512	P.O. #: 230483	539555	143.53
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AS PER BID GROUP C3 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR FY 2023 FOR
TYPE SC1 HOT MIX ASPHALT TO BE DELIVERED TO SITES AS NEEDED (EST PERIOD NOV 2022
- SEPT 2023)

WARREN PAVING INC

Invoice #: 342514	P.O. #: 230483	539557	215.65
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AS PER BID GROUP C3 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR FY 2023 FOR
TYPE SC1 HOT MIX ASPHALT TO BE DELIVERED TO SITES AS NEEDED (EST PERIOD NOV 2022
- SEPT 2023)

614000	GASOLINE, OIL, GREASE	1,148.22
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FLEETCOR TECHNOLOGIES

Invoice #: 342665	P.O. #: MANUAL	539709	318.11
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FLEETCOR TECHNOLOGIES

Invoice #: 342666	P.O. #: MANUAL	539710	232.65
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FLEETCOR TECHNOLOGIES

Invoice #: 342669	P.O. #: MANUAL	539713	297.85
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FLEETCOR TECHNOLOGIES

Invoice #: 342670	P.O. #: MANUAL	539714	299.61
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620900 CONTRACTUAL FEES**42,263.00**

HAVARD PEST CONTROL

Invoice #: 342400	P.O. #: MANUAL	539440	90.00
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HAVARD PEST CONTROL

Invoice #: 342401	P.O. #: MANUAL	539441	45.00
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JOHN MCADAMS, CHANCERY CLERK

Invoice #: 342405	P.O. #: MANUAL	539446	52.00
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NECAISE LOCKSMITH SERVICE INC

Invoice #: 342490	P.O. #: 230378	539533	584.36
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INSTALL SIMPLEX DOOR LOCK AT PW ADMIN OFFICE, RELOCATE EXISTING LOCK TO THE
S/D AREA, REPAIR S/D DOOR -- LR101126D: SIMPLEX LOCK

NECAISE LOCKSMITH SERVICE INC

Invoice #: 342490	P.O. #: 230378	539533	24.69
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14 INCH COVER PLATES

NECAISE LOCKSMITH SERVICE INC

Invoice #: 342490	P.O. #: 230378	539533	8.23
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DF86: DOOR EDGE PLATES

NECAISE LOCKSMITH SERVICE INC

Invoice #: 342490	P.O. #: 230378	539533	325.10
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LABOR

NECAISE LOCKSMITH SERVICE INC

Invoice #: 342490	P.O. #: 230378	539533	57.62
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SERVICE CALL FEE

DNA UNDERGROUND LLC

Invoice #: 342498	P.O. #: 230384	539541	2,121.26
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AS PER REPAIR/REPLACE UNIT PRICE CONTRACT APPROVED BY COUNCIL 9/6/2022 -- WORK
AUTH 6: REMOVE/REPLACE EXISTING DRAINAGE @ STANTON CR -- ITEM #1.01A: SELECT
BACKFILL, SAND, ALL DEPTHS (FM)

DNA UNDERGROUND LLC

Invoice #: 342498	P.O. #: 230384	539541	2,121.26
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ITEM #1.01C: SELECT FOUNDATION MATERIAL (FM)

DNA UNDERGROUND LLC				
Invoice #:	342498	P.O. #:	230384	539541 1,018.20
ITEM #1.03C: UNCLASSIFIED EXCAVATION (FM, LVM)				
DNA UNDERGROUND LLC				
Invoice #:	342498	P.O. #:	230384	539541 1,697.00
ITEM #1.04: GRADING				
DNA UNDERGROUND LLC				
Invoice #:	342498	P.O. #:	230384	539541 2,226.47
ITEM #1.08C: PIPE REMOVAL (25"-36") NOMINAL SIZE				
DNA UNDERGROUND LLC				
Invoice #:	342498	P.O. #:	230384	539541 17,676.00
ITEM #5.01K: 30" REINFORCED CONCRETE PIPE (0'-6')				
DNA UNDERGROUND LLC				
Invoice #:	342498	P.O. #:	230384	539541 152.73
ITEM #7.02A: TRAFFIC CONTROL - BARREL				
DNA UNDERGROUND LLC				
Invoice #:	342498	P.O. #:	230384	539541 50.91
ITEM #7.02C: TRAFFIC CONTROL SIGNS				
DNA UNDERGROUND LLC				
Invoice #:	342498	P.O. #:	230384	539541 4,751.61
ITEM #8.02: SOLID SODDING				
DNA UNDERGROUND LLC				
Invoice #:	342498	P.O. #:	230384	539541 296.98
ITEM #8.04: TOPSOIL (LVM)				
DNA UNDERGROUND LLC				
Invoice #:	342498	P.O. #:	230384	539541 742.44
ITEM #8.05: SILT FENCE (FM)				
DNA UNDERGROUND LLC				
Invoice #:	342498	P.O. #:	230384	539541 118.79
ITEM #8.06A: STRAW WATTLES				
DNA UNDERGROUND LLC				
Invoice #:	342498	P.O. #:	230384	539541 424.25
ITEM #8.11A: CLEARING				
DNA UNDERGROUND LLC				
Invoice #:	342498	P.O. #:	230384	539541 89.09
ITEM #9.01A: PAVEMENT REMOVAL (ALL TYPES) (UP TO 12" THICK)				
DNA UNDERGROUND LLC				
Invoice #:	342498	P.O. #:	230384	539541 20.36
ITEM #9.01C: PAVEMENT SAW CUTTING				

DNA UNDERGROUND LLC

Invoice #: 342498

P.O. #: 230384

539541

356.37

ITEM #9.04A: 4" THICK CONCRETE SIDEWALKS AND RAMPS

DNA UNDERGROUND LLC

Invoice #: 342498

P.O. #: 230384

539541

5,091.01

ITEM #9.09B: CONNECTION OF PIPE TO EXISTING STRUCTURE (21"-36" I.D.)

DNA UNDERGROUND LLC

Invoice #: 342498

P.O. #: 230384

539541

2,121.27

ITEM #10.02A: CONSTRUCTION LAYOUT FOR PROJECTS UP TO \$100,000.00

626001 TELEPHONE**3,346.42**

A T & T

Invoice #: 342422

P.O. #: MANUAL

539464

1,596.42

CABLE ONE

Invoice #: 342584

P.O. #: MANUAL

539628

1,750.00

626004 GAS**224.50**

CENTERPOINT ENERGY RESOURCES CORP

Invoice #: 342692

P.O. #: MANUAL

539736

121.63

CENTERPOINT ENERGY RESOURCES CORP

Invoice #: 342700

P.O. #: MANUAL

539744

72.26

CENTERPOINT ENERGY RESOURCES CORP

Invoice #: 342702

P.O. #: MANUAL

539746

30.61

313 Public Works Admin**4,011.54****601300 CITY BENEFITS****9.00**

MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #: 342594

P.O. #: MANUAL

539638

3.00

MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #: 342595

P.O. #: MANUAL

539639

3.00

MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #: 342656

P.O. #: MANUAL

539700

3.00

610700 OPERATING SUPPLIES**139.05**

B&R INDUSTRIAL SUPPLY, INC

Invoice #: 342485

P.O. #: 230281

539528

46.35

GLOVES FOR PUBLIC WORKS EMPLOYEES -- ITEM #REV-93XXL: XXL COWHIDE DRIVERS
GLOVE

B&R INDUSTRIAL SUPPLY, INC

Invoice #: 342485

P.O. #: 230281

539528

46.35

ITEM #REV-93XL: XL COWHIDE DRIVERS GLOVE

B&R INDUSTRIAL SUPPLY, INC

Invoice #: 342485

P.O. #: 230281

539528

46.35

ITEM #REV-93L: LARGE COWHIDE DRIVERS GLOVES

620900 CONTRACTUAL FEES**953.68**

WEAVER ELECTRIC INC

Invoice #: 342395

P.O. #: MANUAL

539435

480.00

COASTAL DUST CONTROL

Invoice #: 342396

P.O. #: MANUAL

539436

118.42

COASTAL DUST CONTROL

Invoice #: 342397

P.O. #: MANUAL

539437

118.42

COASTAL DUST CONTROL

Invoice #: 342398

P.O. #: MANUAL

539438

118.42

COASTAL DUST CONTROL

Invoice #: 342399

P.O. #: MANUAL

539439

118.42

621700 MAINTENANCE CONTRACTS**2,909.81**

SYN-TECH SYSTEMS INC

Invoice #: 342593

P.O. #: MANUAL

539637

2,650.00

SOUTH MS BUSINESS MACHINES INC

Invoice #: 342643

P.O. #: MANUAL

539687

259.81

315	Traffic Control	10,955.55
610700	OPERATING SUPPLIES	1,199.62
LOWES OF GULFPORT MS 466		
Invoice #: 342484	P.O. #: 230499	539527 24.94
STOCK -- ITEM #188105: SRA-BIL 32OZ FUEL STABILIZER		
LOWES OF GULFPORT MS 466		
Invoice #: 342484	P.O. #: 230499	539527 58.24
ITEM #1528465: CM PROREACH 1.25X35FT		
LOWES OF GULFPORT MS 466		
Invoice #: 342484	P.O. #: 230499	539527 13.30
ITEM #78397: KW SC ENTRY KNOB TYLO		
LOWES OF GULFPORT MS 466		
Invoice #: 342484	P.O. #: 230499	539527 13.30
ITEM #412115:KBLT 100FT FIBERGLASS TAPE		
LOWES OF GULFPORT MS 466		
Invoice #: 342484	P.O. #: 230499	539527 24.92
ITEM #759893:KBLT FOLDING SAE HEX KEY SET		
LOWES OF GULFPORT MS 466		
Invoice #: 342484	P.O. #: 230499	539527 19.93
ITEM #150336: IRWIN 2.5LB BOX OF RED CHALK		
LOWES OF GULFPORT MS 466		
Invoice #: 342484	P.O. #: 230499	539527 58.24
ITEM #2808874: 14FT 1500LB CRBNRTCHT TD4PACK		
LOWES OF GULFPORT MS 466		
Invoice #: 342484	P.O. #: 230499	539527 66.56
ITEM #757004: BLACK 11 INCH CABLE TIES (500/PACK)		
LOWES OF GULFPORT MS 466		
Invoice #: 342484	P.O. #: 230499	539527 54.02
ITEM #2694741: UNIBIT 3-PC STEP BIT SET		
LOWES OF GULFPORT MS 466		
Invoice #: 342484	P.O. #: 230499	539527 20.79
ITEM #294564:LNK 9-PC GEN PURPOSE RECIP KIT		
LOWES OF GULFPORT MS 466		
Invoice #: 342484	P.O. #: 230499	539527 18.30
ITEM #99798: LNK 24-TPI 44-7/8-INCH PORTABAND BLADE		
LOWES OF GULFPORT MS 466		
Invoice #: 342484	P.O. #: 230499	539527 26.57
ITEM #849285: JOHNSON 24-INCH ABS I-BEAM LEVEL		

LOWES OF GULFPORT MS 466

Invoice #: 342484 P.O. #: 230499 539527 14.13

ITEM #1048647: CM 75CT UTILITY BLADES

LOWES OF GULFPORT MS 466

Invoice #: 342484 P.O. #: 230499 539527 33.26

ITEM #420263: KB 4LB BLACKSMITHS FG

LOWES OF GULFPORT MS 466

Invoice #: 342484 P.O. #: 230499 539527 32.41

ITEM #1080981: 2 PIECE DEMOLITION SET

LOWES OF GULFPORT MS 466

Invoice #: 342484 P.O. #: 230499 539527 29.12

ITEM #4661832: CM SD BI-MAT 12-PC SET

LOWES OF GULFPORT MS 466

Invoice #: 342484 P.O. #: 230499 539527 38.26

ITEM #464624: KOBALT 3-PC ADJUSTABLE WRENCH

LOWES OF GULFPORT MS 466

Invoice #: 342484 P.O. #: 230499 539527 34.91

ITEM #509270: PL 24 PACK TERRY TOWELS

LOWES OF GULFPORT MS 466

Invoice #: 342484 P.O. #: 230499 539527 16.62

ITEM #350008: WNR 3-IN STIFF PUTTY KNIFE

LOWES OF GULFPORT MS 466

Invoice #: 342484 P.O. #: 230499 539527 14.43

ITEM #126394: 5-GAL PAINT STRAINER 2-CT

LOWES OF GULFPORT MS 466

Invoice #: 342484 P.O. #: 230499 539527 26.17

ITEM #135608: BUTT SPLICES 16-14AWG 75-CT

LOWES OF GULFPORT MS 466

Invoice #: 342484 P.O. #: 230499 539527 82.36

ITEM #1478687: CORONA COMFORTGEL HEDGE SHEAR

LOWES OF GULFPORT MS 466

Invoice #: 342484 P.O. #: 230499 539527 133.15

ITEM #93675: CORONA 16-FT EXT TREE POLE SAW

LOWES OF GULFPORT MS 466

Invoice #: 342484 P.O. #: 230499 539527 54.91

ITEM #863597: KOBALT TRANSFER SHOVEL

LOWES OF GULFPORT MS 466

Invoice #: 342484 P.O. #: 230499 539527 53.24

ITEM #863588: KOBALT DIGGING SHOVEL

LOWES OF GULFPORT MS 466

Invoice #: 342484 P.O. #: 230499 539527 99.79

ITEM #4141478: CORONA DUALINK METALPRO LOPPER

LOWES OF GULFPORT MS 466

Invoice #: 342484 P.O. #: 230499 539527 59.88

ITEM #129078: 50-LB SWEEPING COMPOUND

LOWES OF GULFPORT MS 466

Invoice #: 342484 P.O. #: 230499 539527 49.51

ITEM #2503252, LFKN SHCKFRCE 35 FT TAPE

LOWES OF GULFPORT MS 466

Invoice #: 342484 P.O. #: 230499 539527 12.38

ITEM #412117, KBLT 100FT STEEL TAPE

LMR HARDWARE

Invoice #: 342556 P.O. #: 230583 539600 15.98

BLANKET PO FOR VARIOUS SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS
(EMERGENCIES OR SMALL PURCHASES ONLY) -- FOR FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)

615500 TRAFFIC CONTROL 6,750.63

VULCAN INC

Invoice #: 342487 P.O. #: 230214 539530 942.75

AS PER BID GROUP P APPROVED BY COUNCIL 12/21/21 -- RESTOCK AND NO PARKING SIGNS
FOR HWY 90 -- 18X24 BLANKS

VULCAN INC

Invoice #: 342487 P.O. #: 230214 539530 1,054.00

24X30 BLANKS

VULCAN INC

Invoice #: 342487 P.O. #: 230214 539530 1,211.50

30" OCTAGON BLANKS

VULCAN INC

Invoice #: 342487 P.O. #: 230214 539530 317.50

6X20 EXTRUDED BLANKS

OSBURN ASSOCIATES INC

Invoice #: 342495 P.O. #: 230222 539538 255.00

TRAFFIC JET 950ML INK BAG - MAGENTA

OSBURN ASSOCIATES INC

Invoice #: 342495 P.O. #: 230222 539538 272.88

998040 .5L FLUSH (CLEANER)

OSBURN ASSOCIATES INC

Invoice #: 342496 P.O. #: 230222 539539 873.00

STOCK -- T-1500 SHEETING WHITE 36" X 50YDS

OSBURN ASSOCIATES INC

Invoice #: 342496

P.O. #: 230222

539539

582.00

T-1500 SHEETING WHITE 48" X 50YDS

OSBURN ASSOCIATES INC

Invoice #: 342496

P.O. #: 230222

539539

726.00

T-6500 SHEETING WHITE 48" X 50YDS

OSBURN ASSOCIATES INC

Invoice #: 342496

P.O. #: 230222

539539

516.00

OL1000 OVERLAY 48" X 50YDS ANTI GRAFFITI

615600 TRAFFIC SIGNAL SUPPLIES**265.00**

TEMPLE INC

Invoice #: 342464

P.O. #: 229006

539507

265.00

REPAIR AN ITERIS EDGE2-2N VEHICLE DETECTION CAMERA

615700 TRAFFIC STRIPING SUPPLIES**2,580.20**

CROWN TECHNOLOGY LLC

Invoice #: 342470

P.O. #: 230216

539513

1,843.00

STOCK -- ITEM #P123-4101: TM 125MIL YELLOW 3' X 12" LINE

CROWN TECHNOLOGY LLC

Invoice #: 342470

P.O. #: 230216

539513

368.60

ITEM #P123-4103: TM 125MIL YELLOW 3' X 4" LINE

CROWN TECHNOLOGY LLC

Invoice #: 342470

P.O. #: 230216

539513

368.60

ITEM #P123-4105: TM 125MIL YELLOW 3' X 6" LINE

626001 TELEPHONE**160.10**

A T & T

Invoice #: 342423

P.O. #: MANUAL

539465

160.10

325 Engineering**142,353.24****601300 CITY BENEFITS****18.00**

MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #: 342594

P.O. #: MANUAL

539638

6.00

MISSISSIPPI SELECT HEALTH CARE LLC			
Invoice #:	342595	P.O. #:	MANUAL
		539639	6.00
MISSISSIPPI SELECT HEALTH CARE LLC			
Invoice #:	342656	P.O. #:	MANUAL
		539700	6.00
612500	UNIFORMS		218.49
RED WINGS BRANDS OF AMERICA, INC			
Invoice #:	342486	P.O. #:	230570
		539529	218.49
	BOOTS FOR CURTIS THORNTON -- ITEM #2499, E2, 085		
621700	MAINTENANCE CONTRACTS		268.11
SOUTH MS BUSINESS MACHINES INC			
Invoice #:	342643	P.O. #:	MANUAL
		539687	268.11
624601	REPAIRS AND MAINTENANCE		899.00
CHANCELLOR SUPPLY, INC			
Invoice #:	342463	P.O. #:	230381
		539506	899.00
	STREET LIGHT REPAIRS -- ITEM #TRM10: 10AMP 250VOLT MIDGET FUSE		
625100	STREETS AND TRAFFIC LIGHTING		140,924.91
STUART C IRBY CO			
Invoice #:	342471	P.O. #:	227859
		539514	38,525.03
	AS PER REVERSE AUCTION AWARD APPROVED BY COUNCIL 3/22/2022 -- REPLACE POLES/FIXTURES ON HWY 90, HWY 49 S OF 22ND AVE AND AIRPORT RD		
COAST ELECTRIC POWER ASSOC			
Invoice #:	342719	P.O. #:	MANUAL
		539763	60.37
COAST ELECTRIC POWER ASSOC			
Invoice #:	342720	P.O. #:	MANUAL
		539764	59.19
COAST ELECTRIC POWER ASSOC			
Invoice #:	342723	P.O. #:	MANUAL
		539767	100.00
COAST ELECTRIC POWER ASSOC			
Invoice #:	342724	P.O. #:	MANUAL
		539768	55.78

COAST ELECTRIC POWER ASSOC				
Invoice #:	342725	P.O. #:	MANUAL	539769
				57.73
COAST ELECTRIC POWER ASSOC				
Invoice #:	342726	P.O. #:	MANUAL	539770
				66.71
COAST ELECTRIC POWER ASSOC				
Invoice #:	342727	P.O. #:	MANUAL	539771
				48.18
COAST ELECTRIC POWER ASSOC				
Invoice #:	342728	P.O. #:	MANUAL	539772
				49.54
COAST ELECTRIC POWER ASSOC				
Invoice #:	342732	P.O. #:	MANUAL	539776
				74.04
MS POWER COMPANY				
Invoice #:	342757	P.O. #:	MANUAL	539801
				54.64
MS POWER COMPANY				
Invoice #:	342758	P.O. #:	MANUAL	539802
				33.59
MS POWER COMPANY				
Invoice #:	342760	P.O. #:	MANUAL	539804
				87,578.71
MS POWER COMPANY				
Invoice #:	342762	P.O. #:	MANUAL	539806
				8,090.23
MS POWER COMPANY				
Invoice #:	342764	P.O. #:	MANUAL	539808
				847.29
MS POWER COMPANY				
Invoice #:	342767	P.O. #:	MANUAL	539811
				5,223.88
626001	TELEPHONE			24.73
A T & T				
Invoice #:	342423	P.O. #:	MANUAL	539465
				24.73

335	Garage Maintenance	19.04
626001	TELEPHONE	19.04
A T & T		
Invoice #:	342423	P.O. #: MANUAL 539465 19.04
345	Capital Projects	57,688.20
640100	CAP PRJ - CONSTRUCTION	57,688.20
04000		57,688.20
GULF COAST SOLUTIONS LLC		
Invoice #:	342434	P.O. #: 229134 539476 57,688.20
AS PER COUNCIL APPROVAL 6/21/2022 -- GULFPORT BOAT LAUNCH IMPROVEMENTS AT GULFPORT LAKE AND COURTHOUSE ROAD		
358	Funds	735.00
640200	CAP PRJ - ENGINEERING	735.00
05851		735.00
NEEL SCHAFFER INC		
Invoice #:	342307	P.O. #: 198255 539348 735.00
AS PER AS PER CITY COUNCIL APPROVAL ON 02-06-18; CE&I SERVICES FOR HWY 49 & 18TH STREET DRAINAGE PROJECT		
364	Funds	12,708.41
640200	CAP PRJ - ENGINEERING	12,708.41
02807		12,708.41
NEEL SCHAFFER INC		
Invoice #:	342309	P.O. #: 229261 539350 12,708.41
AS APPROVED BY COUNCIL ON 2/18/2020, SA 6/10/21 AND SA 2 8/27/21 REISSUED PO FROM PO 220342...INTERCONNECTING GULFPORT BUILD GRANT		
365	Funds	3,230.10
640200	CAP PRJ - ENGINEERING	3,177.10
02807		3,177.10
NEEL SCHAFFER INC		
Invoice #:	342309	P.O. #: 229261 539350 3,177.10
AS APPROVED BY COUNCIL ON 2/18/2020, SA 6/10/21 AND SA 2 8/27/21 REISSUED PO FROM PO 220342...INTERCONNECTING GULFPORT BUILD GRANT		

640300	REAL ESTATE ACQUISITION	53.00
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02807		53.00
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JOHN MCADAMS, CHANCERY CLERK

Invoice #:	342405	P.O. #:	MANUAL	539446	53.00
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411	Leisure Services	45,261.60
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601300	CITY BENEFITS	45.00
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MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #:	342594	P.O. #:	MANUAL	539638	15.00
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MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #:	342595	P.O. #:	MANUAL	539639	15.00
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MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #:	342656	P.O. #:	MANUAL	539700	15.00
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610600	LANDSCAPE SUPPLIES	4,876.25
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SUN COAST BUSINESS SUPPLY INC

Invoice #:	342570	P.O. #:	230545	539614	739.60
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38X58 BLACK TRASH BAGS 1.3MIL
GAT60X58

TURF MASTER LAWN CARE, INC

Invoice #:	342796	P.O. #:	230400	539840	925.00
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1 GALLON SUPERTUNIA FLOWERS

TURF MASTER LAWN CARE, INC

Invoice #:	342796	P.O. #:	230400	539840	211.65
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6" SILVER FALLS

TURF MASTER LAWN CARE, INC

Invoice #:	342796	P.O. #:	230400	539840	750.00
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3 GALLON WAX MYRTLES

TURF MASTER LAWN CARE, INC

Invoice #:	342796	P.O. #:	230400	539840	2,250.00
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3 GALLON DWARF INDIAN HAWTHORNE

610700	OPERATING SUPPLIES	4,852.37
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CINTAS CORPORATION NO 2				
Invoice #:	342581	P.O. #:	MANUAL	
		539625	34.35	
CINTAS CORPORATION NO 2				
Invoice #:	342592	P.O. #:	MANUAL	
		539636	13.16	
GREENPOINT AG HOLDINGS, LLC				
Invoice #:	342616	P.O. #:	230587	
		539660	1,898.25	
SPECTICLE FLO NEW (AGENCY) 2X1 GAL CHEMICALS FOR SPORTSPLEX				
GREENPOINT AG HOLDINGS, LLC				
Invoice #:	342616	P.O. #:	230587	
		539660	2,697.00	
REVOLVER (AGENCY) 4X87 OZ CHEMICALS FOR SPORTSPLEX				
LOWES OF GULFPORT MS 466				
Invoice #:	342797	P.O. #:	230058	
		539841	141.49	
MISCELLANEOUS SUPPLIES				
HOME DEPOT CREDIT SERVICE				
Invoice #:	342798	P.O. #:	230103	
		539842	68.12	
SUPPLIES FOR LEISURE SERVICES				
611300	MOTOR VEHICLE REPAIRS			312.00
GULF COAST SMALL ENGINE REPAIR				
Invoice #:	342608	P.O. #:	230121	182.00
OPEN P/O FOR MOWER, BLOWER, WEED EATER ETC REPAIRS				
GULF COAST SMALL ENGINE REPAIR				
Invoice #:	342609	P.O. #:	230121	130.00
OPEN P/O FOR MOWER, BLOWER, WEED EATER ETC REPAIRS				
612200	REPAIRS AND MAINTENANCE			250.75
CHANCELLOR SUPPLY, INC				
Invoice #:	342437	P.O. #:	MANUAL	101.00
CHANCELLOR SUPPLY, INC				
Invoice #:	342438	P.O. #:	MANUAL	149.75
612500	UNIFORMS			283.89
ALLISTONS				
Invoice #:	342566	P.O. #:	230477	23.99
SWEATSHIRT				

ALLISTONS				
Invoice #:	342566	P.O. #:	230477	539610
				71.97
SWEATSHIRT				
ALLISTONS				
Invoice #:	342566	P.O. #:	230477	539610
				31.99
SWEATSHIRT				
ALLISTONS				
Invoice #:	342566	P.O. #:	230477	539610
				36.99
VEST				
ALLISTONS				
Invoice #:	342566	P.O. #:	230477	539610
				43.98
SWEATSHIRT				
ALLISTONS				
Invoice #:	342566	P.O. #:	230477	539610
				43.98
SWEATSHIRT				
ALLISTONS				
Invoice #:	342566	P.O. #:	230477	539610
				74.97
UNIFORM SHIRT				
614000	GASOLINE, OIL, GREASE			1,308.79
FLEETCOR TECHNOLOGIES				
Invoice #:	342662	P.O. #:	MANUAL	539706
				45.81
FLEETCOR TECHNOLOGIES				
Invoice #:	342663	P.O. #:	MANUAL	539707
				137.59
FLEETCOR TECHNOLOGIES				
Invoice #:	342664	P.O. #:	MANUAL	539708
				57.80
FLEETCOR TECHNOLOGIES				
Invoice #:	342673	P.O. #:	MANUAL	539717
				97.01
FLEETCOR TECHNOLOGIES				
Invoice #:	342674	P.O. #:	MANUAL	539718
				22.40
FLEETCOR TECHNOLOGIES				
Invoice #:	342677	P.O. #:	MANUAL	539721
				39.46

FLEETCOR TECHNOLOGIES

Invoice #:	342678	P.O. #:	MANUAL	539722	85.99
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FLEETCOR TECHNOLOGIES

Invoice #:	342679	P.O. #:	MANUAL	539723	588.57
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FLEETCOR TECHNOLOGIES

Invoice #:	342680	P.O. #:	MANUAL	539724	234.16
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620900	CONTRACTUAL FEES	7,299.87
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CABLE ONE

Invoice #:	342545	P.O. #:	MANUAL	539589	55.00
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CABLE ONE

Invoice #:	342552	P.O. #:	MANUAL	539596	80.00
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CABLE ONE

Invoice #:	342554	P.O. #:	MANUAL	539598	67.50
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CABLE ONE

Invoice #:	342555	P.O. #:	MANUAL	539599	55.00
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CABLE ONE

Invoice #:	342557	P.O. #:	MANUAL	539601	55.00
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CABLE ONE

Invoice #:	342558	P.O. #:	MANUAL	539602	55.00
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CABLE ONE

Invoice #:	342561	P.O. #:	MANUAL	539605	258.43
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CABLE ONE

Invoice #:	342562	P.O. #:	MANUAL	539607	300.00
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CABLE ONE

Invoice #:	342564	P.O. #:	MANUAL	539608	78.97
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SOUTH MS BUSINESS MACHINES INC

Invoice #:	342582	P.O. #:	MANUAL	539626	418.91
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WASTE PRO OF MISSISSIPPI

Invoice #:	342705	P.O. #:	MANUAL	539749	231.45
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WASTE PRO OF MISSISSIPPI

Invoice #:	342706	P.O. #:	MANUAL	539750	339.45
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WASTE PRO OF MISSISSIPPI

Invoice #:	342707	P.O. #:	MANUAL	539751	317.84
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WASTE PRO OF MISSISSIPPI

Invoice #:	342708	P.O. #:	MANUAL	539752	388.63
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WASTE PRO OF MISSISSIPPI

Invoice #:	342709	P.O. #:	MANUAL	539753	264.76
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WASTE PRO OF MISSISSIPPI

Invoice #:	342710	P.O. #:	MANUAL	539754	242.46
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WASTE PRO OF MISSISSIPPI

Invoice #:	342711	P.O. #:	MANUAL	539755	529.54
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WASTE PRO OF MISSISSIPPI

Invoice #:	342712	P.O. #:	MANUAL	539756	291.24
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WASTE PRO OF MISSISSIPPI

Invoice #:	342713	P.O. #:	MANUAL	539757	375.63
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WASTE PRO OF MISSISSIPPI

Invoice #:	342714	P.O. #:	MANUAL	539758	445.40
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WASTE PRO OF MISSISSIPPI

Invoice #:	342718	P.O. #:	MANUAL	539762	221.92
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CABLE ONE

Invoice #:	342776	P.O. #:	MANUAL	539820	278.38
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CABLE ONE				
Invoice #:	342777	P.O. #:	MANUAL	539821
				278.38
CABLE ONE				
Invoice #:	342778	P.O. #:	MANUAL	539822
				243.34
ALL SAFE TECHNOLOGIES LLC				
Invoice #:	342781	P.O. #:	MANUAL	539825
				499.00
ALL SAFE TECHNOLOGIES LLC				
Invoice #:	342782	P.O. #:	MANUAL	539826
				186.00
ALL SAFE TECHNOLOGIES LLC				
Invoice #:	342783	P.O. #:	MANUAL	539827
				186.00
ALL SAFE TECHNOLOGIES LLC				
Invoice #:	342785	P.O. #:	MANUAL	539829
				-150.00
SOUTH MS BUSINESS MACHINES INC				
Invoice #:	342788	P.O. #:	MANUAL	539832
				202.97
TAYLOR MADE LAWN CARE INC				
Invoice #:	342801	P.O. #:	230333	539845
				503.67
COUNCIL APPROVAL 7/5/22 CONTRACT D - GROUNDS MAINTENANCE				
621700	MAINTENANCE CONTRACTS			659.90
SOUTH MS BUSINESS MACHINES INC				
Invoice #:	342628	P.O. #:	MANUAL	539672
				353.49
SOUTH MS BUSINESS MACHINES INC				
Invoice #:	342643	P.O. #:	MANUAL	539687
				306.41
625700	POSTAGE			0.08
DMS MAIL MANAGEMENT, INC.				
Invoice #:	342600	P.O. #:	MANUAL	539644
				0.08
626001	TELEPHONE			2,110.44

A T & T

Invoice #: 342423

P.O. #: MANUAL

539465

2,110.44

626002 ELECTRIC

21,904.10

COAST ELECTRIC POWER ASSOC

Invoice #: 342729

P.O. #: MANUAL

539773

1,857.20

COAST ELECTRIC POWER ASSOC

Invoice #: 342731

P.O. #: MANUAL

539775

184.06

MS POWER COMPANY

Invoice #: 342755

P.O. #: MANUAL

539799

1,840.25

MS POWER COMPANY

Invoice #: 342763

P.O. #: MANUAL

539807

5,329.96

MS POWER COMPANY

Invoice #: 342766

P.O. #: MANUAL

539810

423.43

MS POWER COMPANY

Invoice #: 342768

P.O. #: MANUAL

539812

9,169.12

MS POWER COMPANY

Invoice #: 342780

P.O. #: MANUAL

539824

431.14

41138 GOLDIN SPORTSPLEX

2,668.94

COAST ELECTRIC POWER ASSOC

Invoice #: 342721

P.O. #: MANUAL

539765

1,650.79

COAST ELECTRIC POWER ASSOC

Invoice #: 342722

P.O. #: MANUAL

539766

1,018.15

626003 WATER

360.82

CITY OF GULFPORT

Invoice #: 342602

P.O. #: MANUAL

539646

5.80

41140 ORANGE GROVE COMMUNITY CENTER

355.02

CITY OF GULFPORT			
Invoice #:	342601	P.O. #:	MANUAL 539645 183.12
CITY OF GULFPORT			
Invoice #:	342606	P.O. #:	MANUAL 539650 171.90
626004	GAS		997.34
CENTERPOINT ENERGY RESOURCES CORP			
Invoice #:	342693	P.O. #:	MANUAL 539737 32.15
CENTERPOINT ENERGY RESOURCES CORP			
Invoice #:	342701	P.O. #:	MANUAL 539745 436.35
CENTERPOINT ENERGY RESOURCES CORP			
Invoice #:	342775	P.O. #:	MANUAL 539819 33.82
41131	19TH ST COMMUNITY CENTER		58.37
CENTERPOINT ENERGY RESOURCES CORP			
Invoice #:	342696	P.O. #:	MANUAL 539740 58.37
41133	HERBERT WILSON		362.72
CENTERPOINT ENERGY RESOURCES CORP			
Invoice #:	342697	P.O. #:	MANUAL 539741 362.72
41140	ORANGE GROVE COMMUNITY CENTER		32.75
CENTERPOINT ENERGY RESOURCES CORP			
Invoice #:	342703	P.O. #:	MANUAL 539747 32.75
41145	KATIE BOOTH		41.18
CENTERPOINT ENERGY RESOURCES CORP			
Invoice #:	342698	P.O. #:	MANUAL 539742 41.18
415	Building Maintenance		3,248.04
610400	OFFICE SUPPLIES		425.54

SUN COAST BUSINESS SUPPLY INC

Invoice #: 342310

P.O. #: 230473

539351

89.80

ITEM# UNV21200 COPY PAPER

SUN COAST BUSINESS SUPPLY INC

Invoice #: 342310

P.O. #: 230473

539351

148.42

ITEM# DVO100907877 HAND SOAP

SUN COAST BUSINESS SUPPLY INC

Invoice #: 342310

P.O. #: 230473

539351

117.33

ITEM# TRKRB100002

SUN COAST BUSINESS SUPPLY INC

Invoice #: 342310

P.O. #: 230473

539351

69.99

ITEM# TRKTJ0922A BATHROOM TISSUE

620900 CONTRACTUAL FEES**2,495.00**

HAVARD PEST CONTROL

Invoice #: 342641

P.O. #: 230531

539685

2,495.00

SENTRICON BAITING SYSTEM

624601 REPAIRS AND MAINTENANCE**327.50**

WEAVER ELECTRIC INC

Invoice #: 342314

P.O. #: 230393

539355

157.25

TROUBLESHOOT ELECTRICAL PANEL AT PUMP STATION

WEAVER ELECTRIC INC

Invoice #: 342314

P.O. #: 230393

539355

157.25

REPAIRS TO FLOOR MOUNTED JUNCTION BOX AT SPORTSPLEX

NECAISE LOCKSMITH SERVICE INC

Invoice #: 342650

P.O. #: 230308

539694

13.00

SUPPLIES

445 Joseph T Jones Memorial Park**7,169.34****601300 CITY BENEFITS****9.00**

MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #: 342594

P.O. #: MANUAL

539638

3.00

MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #: 342595

P.O. #: MANUAL

539639

3.00

MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #: 342656

P.O. #: MANUAL

539700

3.00

610700 OPERATING SUPPLIES**3,750.09**

HAVEN DOCK & MARINE, LLC

Invoice #: 342612

P.O. #: 230248

539656

2,372.04

LADDER 7 STEP FOR MARINA

HAVEN DOCK & MARINE, LLC

Invoice #: 342612

P.O. #: 230248

539656

993.80

CLEATS 12" ALUMINUM FOR MARINA

ALL PHASE ELECTRIC SUPPLY CO INC

Invoice #: 342633

P.O. #: 230095

539677

384.25

OPEN P/O FOR ELECTRICAL PARTS FOR THE MARINA

614000 GASOLINE, OIL, GREASE**37.27**

FLEETCOR TECHNOLOGIES

Invoice #: 342667

P.O. #: MANUAL

539711

37.27

620900 CONTRACTUAL FEES**2,642.69**

CABLE ONE

Invoice #: 342559

P.O. #: MANUAL

539603

184.91

WASTE PRO OF MISSISSIPPI

Invoice #: 342715

P.O. #: MANUAL

539759

944.38

WASTE PRO OF MISSISSIPPI

Invoice #: 342716

P.O. #: MANUAL

539760

852.27

WASTE PRO OF MISSISSIPPI

Invoice #: 342717

P.O. #: MANUAL

539761

661.13

621700 MAINTENANCE CONTRACTS**136.67**

SOUTH MS BUSINESS MACHINES INC

Invoice #: 342643

P.O. #: MANUAL

539687

136.67

A T & T

Invoice #: 342423

P.O. #: MANUAL

539465

593.62

447 Funds

52,118.67

610700 OPER SUPPLIES/NONCAPITAL EQUIP

31,567.35

MAGNOLIA PRINTING CO INC

Invoice #: 342567

P.O. #: 230589

539611

645.98

OPEN P/O FOR COMP TICKETS FOR HARBOR LIGHTS

BLOSSMAN GAS INC

Invoice #: 342614

P.O. #: 230173

539658

162.50

PROPANE FOR HARBOR LIGHTS WAREHOUSE

CHRISTMAS BY KREBS

Invoice #: 342615

P.O. #: 230313

539659

1,347.00

CUSTOM ORNAMENT FOR HARBOR LIGHTS
TURQUOISE BLISS

CHRISTMAS BY KREBS

Invoice #: 342615

P.O. #: 230313

539659

1,317.94

CUSTOM ORNAMENT FOR HARBOR LIGHTS
GOLD SPARKLE

LOWES OF GULFPORT MS 466

Invoice #: 342617

P.O. #: 230100

539661

47.20

MISCELLANEOUS SUPPLIES FOR HARBOR LIGHTS

LOWES OF GULFPORT MS 466

Invoice #: 342618

P.O. #: 230100

539662

346.05

MISCELLANEOUS SUPPLIES FOR HARBOR LIGHTS

LOWES OF GULFPORT MS 466

Invoice #: 342619

P.O. #: 230100

539663

45.96

MISCELLANEOUS SUPPLIES FOR HARBOR LIGHTS

LOWES OF GULFPORT MS 466

Invoice #: 342620

P.O. #: 230100

539664

155.15

MISCELLANEOUS SUPPLIES FOR HARBOR LIGHTS

LOWES OF GULFPORT MS 466

Invoice #: 342622

P.O. #: 230100

539666

177.62

MISCELLANEOUS SUPPLIES FOR HARBOR LIGHTS

LOWES OF GULFPORT MS 466

Invoice #: 342627

P.O. #: 230403

539671

226.50

OPEN P/O FOR BEAUTIFICATION FOR SUPPLIES

LOWES OF GULFPORT MS 466

Invoice #: 342629 P.O. #: 230403 539673 17.07

OPEN P/O FOR BEAUTIFICATION FOR SUPPLIES

LOWES OF GULFPORT MS 466

Invoice #: 342630 P.O. #: 230403 539674 505.39

OPEN P/O FOR BEAUTIFICATION FOR SUPPLIES

LOWES OF GULFPORT MS 466

Invoice #: 342631 P.O. #: 230403 539675 292.20

OPEN P/O FOR BEAUTIFICATION FOR SUPPLIES

LOWES OF GULFPORT MS 466

Invoice #: 342632 P.O. #: 230403 539676 151.05

OPEN P/O FOR BEAUTIFICATION FOR SUPPLIES

DAVID FRED DEVELOPMENT CORPORATION

Invoice #: 342635 P.O. #: 228642 539679 3,744.00

5MM LED-MINI GREEN WIRE, 100 LIGHT, 4" SPACING, 23FT STRAND, LIGHT COLOR WARM WHITE

DAVID FRED DEVELOPMENT CORPORATION

Invoice #: 342635 P.O. #: 228642 539679 3,744.00

5MM, LED-MINI GREEN WIRE, 100 LIGHT, 4" SPACING, 23FT STRANDS, LIGHT COLOR GREEN

DAVID FRED DEVELOPMENT CORPORATION

Invoice #: 342635 P.O. #: 228642 539679 3,744.00

5MM LED-MINI GREEN WIRE, 100 LIGHT, 4" SPACING, 23FT STRANDS, LIGHT COLOR RED

DAVID FRED DEVELOPMENT CORPORATION

Invoice #: 342636 P.O. #: 228641 539680 3,990.00

M5 GREEN WIRE, 50 LIGHT, 4" SPACING, 17FT STRANDS, COLOR GREEN

DAVID FRED DEVELOPMENT CORPORATION

Invoice #: 342636 P.O. #: 228641 539680 6,090.00

M5 GREEN WIRE, 50 LIGHT, 4" SPACING, 17FT STRANDS, COLOR BLUE

DAVID FRED DEVELOPMENT CORPORATION

Invoice #: 342636 P.O. #: 228641 539680 1,008.00

5MM GREEN WIRE, 50 LIGHT, 4" SPACING, 17FT STRANDS, COLOR WAARM WHITE

DAVID FRED DEVELOPMENT CORPORATION

Invoice #: 342636 P.O. #: 228641 539680 1,741.00

5MM GREEN WIRE, 50 LIGHT, 4" SPACING, 17FT STRANDS, COLOR YELLOW

LOWES OF GULFPORT MS 466

Invoice #: 342637 P.O. #: 230519 539681 235.55

OPEN P/O FOR SUPPLIES FOR HARBOR LIGHTS

LOWES OF GULFPORT MS 466

Invoice #: 342638 P.O. #: 230446 539682 184.99

OPEN P/O FOR DECORATIONS FOR HARBOR LIGHTS

LOWES OF GULFPORT MS 466				
Invoice #:	342639	P.O. #:	230446	
		539683	1,618.78	
OPEN P/O FOR DECORATIONS FOR HARBOR LIGHTS				
LOWES OF GULFPORT MS 466				
Invoice #:	342640	P.O. #:	230446	
		539684	29.42	
OPEN P/O FOR DECORATIONS FOR HARBOR LIGHTS				
612200	BLDG REPAIRS AND MAINTENANCE			4,399.07
PHILLIPS BUILDING SUPPLY OF GPT INC				
Invoice #:	342568	P.O. #:	230518	539612
				556.50
LUMBER - 2X4 PREMIUM SPRUCE STUD 116 5/8 FOR HARBOR LIGHTS				
PHILLIPS BUILDING SUPPLY OF GPT INC				
Invoice #:	342568	P.O. #:	230518	539612
				223.68
LUMBER - 2X4-12 PREMIUM SPRUCE FOR HARBOR LIGHTS				
LOWES OF GULFPORT MS 466				
Invoice #:	342610	P.O. #:	230590	539654
				89.68
OPEN P/O FOR SUPPLIES FOR HARBOR LIGHTS SHOW				
LOWES OF GULFPORT MS 466				
Invoice #:	342611	P.O. #:	230590	539655
				151.84
OPEN P/O FOR SUPPLIES FOR HARBOR LIGHTS SHOW				
HOME DEPOT CREDIT SERVICE				
Invoice #:	342623	P.O. #:	230520	539667
				1,204.08
OPEN P/O FOR SUPPLIES FOR HARBOR LIGHTS				
LOWES OF GULFPORT MS 466				
Invoice #:	342634	P.O. #:	230590	539678
				2,173.29
OPEN P/O FOR SUPPLIES FOR HARBOR LIGHTS SHOW				
620900	CONTRACTUAL FEES			16,152.25
GIBSON MAINTENANCE, LLC				
Invoice #:	342571	P.O. #:	230539	539615
				3,650.00
LABOR TO INSTALL WALLS AT AMPHITHEATER				
4.01B INSTALLATION OF EXTERIOR WALLS 730 SF @ \$5 SF				
GIBSON MAINTENANCE, LLC				
Invoice #:	342571	P.O. #:	230539	539615
				560.00
INSTALLATION OF SILHOUTTES - 2 MEN				
7 HOURS @ \$40 PMPH				
ANTHONY J WILLIAMS				
Invoice #:	342579	P.O. #:	230426	539623
				1,883.25
LABOR TO INSTALL CARPET AT SANTAS VILLAGE FOR HARBOR LIGHTS				

ANTHONY J WILLIAMS

Invoice #: 342579

P.O. #: 230426

539623

105.00

CARPET REPAIRS

ANTHONY J WILLIAMS

Invoice #: 342579

P.O. #: 230426

539623

154.00

SEAMING TAPE 14 ROLLS / 20 YARDS EACH

TYREE A DAVIS

Invoice #: 342590

P.O. #: MANUAL

539634

4,900.00

TYREE A DAVIS

Invoice #: 342591

P.O. #: MANUAL

539635

4,900.00

511 Community Development Block Grant

9.00

601300 CITY BENEFITS

9.00

MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #: 342594

P.O. #: MANUAL

539638

3.00

MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #: 342595

P.O. #: MANUAL

539639

3.00

MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #: 342656

P.O. #: MANUAL

539700

3.00

611 Urban and Economic Development

4,241.84

601300 CITY BENEFITS

9.00

MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #: 342594

P.O. #: MANUAL

539638

3.00

MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #: 342595

P.O. #: MANUAL

539639

3.00

MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #: 342656

P.O. #: MANUAL

539700

3.00

610400	OFFICE SUPPLIES	548.20
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GULF COAST BUSINESS SUPPLY CO

Invoice #:	342791	P.O. #:	230631	539835	548.20
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VER99810: CLASSIC USB 2.0 FLASH DRIVE, 16GB, BLUE, 5/PACK

614000	GASOLINE, OIL, GREASE	438.38
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FLEETCOR TECHNOLOGIES

Invoice #:	342675	P.O. #:	MANUAL	539719	368.84
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FLEETCOR TECHNOLOGIES

Invoice #:	342676	P.O. #:	MANUAL	539720	69.54
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620900	CONTRACTUAL FEES	16.66
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HAVARD PEST CONTROL

Invoice #:	342431	P.O. #:	MANUAL	539473	16.66
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621700	MAINTENANCE CONTRACTS	1,360.12
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SOUTH MS BUSINESS MACHINES INC

Invoice #:	342613	P.O. #:	MANUAL	539657	130.68
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SOUTH MS BUSINESS MACHINES INC

Invoice #:	342625	P.O. #:	MANUAL	539669	472.85
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SOUTH MS BUSINESS MACHINES INC

Invoice #:	342628	P.O. #:	MANUAL	539672	480.80
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SOUTH MS BUSINESS MACHINES INC

Invoice #:	342643	P.O. #:	MANUAL	539687	275.79
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622100	PROFESSIONAL FEES	374.53
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NORMA JEAN SOROE

Invoice #:	342324	P.O. #:	230154	539365	374.53
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ALL TRANSCRIPTS FROM PC MEETINGS, ZB MEETINGS AND/OR CITY COUNCIL MEETINGS

625700	POSTAGE	160.01
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DMS MAIL MANAGEMENT, INC.

Invoice #: 342600

P.O. #: MANUAL

539644

2.00

DMS MAIL MANAGEMENT, INC.

Invoice #: 342790

P.O. #: 230155

539834

158.01

MONTHLY MAIL SERVICE FEES

626001 TELEPHONE**795.66**

A T & T

Invoice #: 342423

P.O. #: MANUAL

539465

287.71

AT&T MOBILITY II LLC

Invoice #: 342795

P.O. #: MANUAL

539839

507.95

626100 ADVERTISING**71.28**

SIJ HOLDINGS, LLC

Invoice #: 342460

P.O. #: 230157

539503

21.36

NEWSPAPER AND PUBLICATION ADVERTISING

SIJ HOLDINGS, LLC

Invoice #: 342789

P.O. #: 230157

539833

49.92

NEWSPAPER AND PUBLICATION ADVERTISING

626500 PRINTING AND BINDING**468.00**

CLAYS PRINT SHOP INC

Invoice #: 342787

P.O. #: 230535

539831

468.00

FULL COLOR/2 SIDED BUSINESS CARDS. 500/BOX

701 Municipal Debt Service Fund**258,200.17****650400 INTEREST****187,845.77**

HANCOCK BANK/WHITNEY BANK

Invoice #: 342583

P.O. #: MANUAL

539627

157,400.00

TRUSTMARK NATIONAL BANK

Invoice #: 342585

P.O. #: MANUAL

539629

8,654.52

HANCOCK BANK/WHITNEY BANK

Invoice #: 342642

P.O. #: MANUAL

539686

21,791.25

651400 LEASE PURCHASE**70,354.40**

HANCOCK BANK/WHITNEY BANK

Invoice #: 342642

P.O. #: MANUAL

539686

70,354.40

811 Water Billing**71,998.65****601300 CITY BENEFITS****9.00**

MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #: 342594

P.O. #: MANUAL

539638

3.00

MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #: 342595

P.O. #: MANUAL

539639

3.00

MISSISSIPPI SELECT HEALTH CARE LLC

Invoice #: 342656

P.O. #: MANUAL

539700

3.00

620900 CONTRACTUAL FEES**65,605.39**

HARRISON COUNTY EMERGENCY

Invoice #: 342364

P.O. #: MANUAL

539404

72.38

PAYMENTUS CORPORATION

Invoice #: 342415

P.O. #: MANUAL

539456

210.00

AMERICAN MUNICIPAL SERVICES

Invoice #: 342419

P.O. #: MANUAL

539461

535.89

NEWEDGE SERVICES LLC

Invoice #: 342462

P.O. #: 226853

539505

1,667.00

AS PER CONTRACT APPROVED BY COUNCIL 12/7/2021 -- CITYWORKS HOSTING SERVICES
 PROVIDED 1/6/2022-1/5/2023

SPHERION STAFFING, LLC

Invoice #: 342596

P.O. #: MANUAL

539640

463.05

SPHERION STAFFING, LLC

Invoice #: 342597

P.O. #: MANUAL

539641

504.21

ISI WATER COMPANY

Invoice #: 342802

P.O. #: MANUAL

539846

11,103.03

ISI WATER COMPANY

Invoice #: 342803

P.O. #: MANUAL

539847

38,939.64

ISI WATER COMPANY

Invoice #: 342804

P.O. #: MANUAL

539848

12,110.19

621700 MAINTENANCE CONTRACTS**473.06**

SOUTH MS BUSINESS MACHINES INC

Invoice #: 342628

P.O. #: MANUAL

539672

362.96

SOUTH MS BUSINESS MACHINES INC

Invoice #: 342643

P.O. #: MANUAL

539687

110.10

625700 POSTAGE**0.08**

DMS MAIL MANAGEMENT, INC.

Invoice #: 342600

P.O. #: MANUAL

539644

0.08

626001 TELEPHONE**5,911.12**

A T & T

Invoice #: 342362

P.O. #: MANUAL

539402

4,689.51

CELLCO PARTNERSHIP

Invoice #: 342414

P.O. #: MANUAL

539455

906.19

A T & T

Invoice #: 342423

P.O. #: MANUAL

539465

315.42

815 Water Operations and Maintenance**250,569.61**

610700	OPERATING SUPPLIES	1,971.25
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FASTENAL

Invoice #:	342383	P.O. #:	MANUAL	539423	50.58
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CHANCELLOR SUPPLY, INC

Invoice #:	342389	P.O. #:	MANUAL	539429	3.77
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NEXTRAQ LLC

Invoice #:	342390	P.O. #:	MANUAL	539430	175.45
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NEXTRAQ LLC

Invoice #:	342391	P.O. #:	MANUAL	539431	175.45
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NORLAB INC

Invoice #:	342489	P.O. #:	230380	539532	1,566.00
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RESTOCK INVENTORY -- DYE, TRACING, YELLOW - GREEN (16 PER CASE)

612200	REPAIRS AND MAINTENANCE	168.16
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DEEP SOUTH EQUIPMENT COMPANY

Invoice #:	342480	P.O. #:	229285	539523	168.16
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ITEM #293/00067: DOOR HINGE R/H

613700	CHEMICALS	5,510.69
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DPC ENTERPRISES LP

Invoice #:	342530	P.O. #:	230476	539573	512.62
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AS PER BID GROUP N1 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR FY 2023 (EST PERIOD NOV 2022 - SEPT 2023) - 150 LB CHLORINE CYLINDERS (USED TO TREAT CITY WATER)

DPC ENTERPRISES LP

Invoice #:	342532	P.O. #:	230476	539575	640.78
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AS PER BID GROUP N1 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR FY 2023 (EST PERIOD NOV 2022 - SEPT 2023) - 150 LB CHLORINE CYLINDERS (USED TO TREAT CITY WATER)

DPC ENTERPRISES LP

Invoice #:	342534	P.O. #:	230476	539577	640.78
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AS PER BID GROUP N1 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR FY 2023 (EST PERIOD NOV 2022 - SEPT 2023) - 150 LB CHLORINE CYLINDERS (USED TO TREAT CITY WATER)

DPC ENTERPRISES LP

Invoice #:	342536	P.O. #:	230476	539579	640.78
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AS PER BID GROUP N1 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR FY 2023 (EST PERIOD NOV 2022 - SEPT 2023) - 150 LB CHLORINE CYLINDERS (USED TO TREAT CITY WATER)

DPC ENTERPRISES LP

Invoice #:	342538	P.O. #:	230476	539581	768.93
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AS PER BID GROUP N1 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR FY 2023 (EST PERIOD NOV 2022 - SEPT 2023) - 150 LB CHLORINE CYLINDERS (USED TO TREAT CITY WATER)

DPC ENTERPRISES LP			
Invoice #:	342539	P.O. #:	230476 539582 512.62
AS PER BID GROUP N1 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR FY 2023 (EST PERIOD NOV 2022 - SEPT 2023) - 150 LB CHLORINE CYLINDERS (USED TO TREAT CITY WATER)			
DPC ENTERPRISES LP			
Invoice #:	342540	P.O. #:	230476 539583 384.47
AS PER BID GROUP N1 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR FY 2023 (EST PERIOD NOV 2022 - SEPT 2023) - 150 LB CHLORINE CYLINDERS (USED TO TREAT CITY WATER)			
DPC ENTERPRISES LP			
Invoice #:	342541	P.O. #:	230476 539584 512.62
AS PER BID GROUP N1 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR FY 2023 (EST PERIOD NOV 2022 - SEPT 2023) - 150 LB CHLORINE CYLINDERS (USED TO TREAT CITY WATER)			
DPC ENTERPRISES LP			
Invoice #:	342543	P.O. #:	230476 539586 897.09
AS PER BID GROUP N1 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR FY 2023 (EST PERIOD NOV 2022 - SEPT 2023) - 150 LB CHLORINE CYLINDERS (USED TO TREAT CITY WATER)			
614300	SHELLS, GRAVEL, SAND		49,384.50
FRASIERS NURSERY INC			
Invoice #:	342466	P.O. #:	230217 539509 180.00
FOR 15061 S WHITE SWAN DR -- SOD, CENTIPEDE (500SF)			
FRASIERS NURSERY INC			
Invoice #:	342467	P.O. #:	230301 539510 210.00
FOR 149 BRENTWOOD ST (W PARKER) -- SOD, ST. AUGUSTINE - 450 SQ FT/PALLET			
LAND SHAPER INC			
Invoice #:	342468	P.O. #:	230437 539511 44,800.00
AS PER BIDS RECEIVED 11/3/2022 - RESTOCK INVENTORY - LIMESTONE #610 (DELIVERED)			
BAYOU CONCRETE, LLC			
Invoice #:	342517	P.O. #:	230475 539560 537.50
BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS NEEDED - EST PERIOD: NOV 2022 - SEPT 2023			
BAYOU CONCRETE, LLC			
Invoice #:	342519	P.O. #:	230475 539562 663.00
BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS NEEDED - EST PERIOD: NOV 2022 - SEPT 2023			
BAYOU CONCRETE, LLC			
Invoice #:	342521	P.O. #:	230475 539564 1,275.00
BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS NEEDED - EST PERIOD: NOV 2022 - SEPT 2023			
BAYOU CONCRETE, LLC			
Invoice #:	342524	P.O. #:	230475 539567 690.00
BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS NEEDED - EST PERIOD: NOV 2022 - SEPT 2023			
BAYOU CONCRETE, LLC			
Invoice #:	342526	P.O. #:	230475 539569 346.50
BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS NEEDED - EST PERIOD: NOV 2022 - SEPT 2023			

BAYOU CONCRETE, LLC**Invoice #:** 342528**P.O. #:** 230475

539571

682.50

BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS
NEEDED - EST PERIOD: NOV 2022 - SEPT 2023

616700 WATERLINE SUPPLIES**8,235.63****FERGUSON US HOLDINGS, INC.****Invoice #:** 342385**P.O. #:** MANUAL

539425

117.40

FERGUSON US HOLDINGS, INC.**Invoice #:** 342469**P.O. #:** 228550

539512

4,634.00

FOR COLTON PETERMAN -- ITEM #EH101: WATER SAMPLING STATION W/ 3' DEPTH

FERGUSON US HOLDINGS, INC.**Invoice #:** 342478**P.O. #:** 228335

539521

916.00

JOINT CONNECTIONS SECTION, ITEM 22: 2" COUPLING, METER FL-FPT W/ GASKETS

FERGUSON US HOLDINGS, INC.**Invoice #:** 342479**P.O. #:** 228335

539522

706.64

JOINT CONNECTIONS SECTION, ITEM 5: 3/4" COUPLING, MPT-PVC PACKED JOINT

FERGUSON US HOLDINGS, INC.**Invoice #:** 342544**P.O. #:** 230512

539587

46.24

BLANKET PO FOR VARIOUS OPERATING SUPPLIES/PARTS TO BE PICKED UP ON AN
AS-NEEDED BASIS DURING FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)

FERGUSON US HOLDINGS, INC.**Invoice #:** 342546**P.O. #:** 230512

539590

44.19

BLANKET PO FOR VARIOUS OPERATING SUPPLIES/PARTS TO BE PICKED UP ON AN
AS-NEEDED BASIS DURING FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)

FERGUSON US HOLDINGS, INC.**Invoice #:** 342547**P.O. #:** 230512

539591

266.70

BLANKET PO FOR VARIOUS OPERATING SUPPLIES/PARTS TO BE PICKED UP ON AN
AS-NEEDED BASIS DURING FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)

FERGUSON US HOLDINGS, INC.**Invoice #:** 342548**P.O. #:** 230512

539592

37.66

BLANKET PO FOR VARIOUS OPERATING SUPPLIES/PARTS TO BE PICKED UP ON AN
AS-NEEDED BASIS DURING FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)

FERGUSON US HOLDINGS, INC.**Invoice #:** 342560**P.O. #:** 227270

539604

1,466.80

LINE 1 NOT ON BID -- 2" X 1"CC SERVICE SADDLE

617000 WATER METERS**117,420.00****B&R INDUSTRIAL SUPPLY, INC****Invoice #:** 342477**P.O. #:** 230282

539520

660.00

METER LOCK RESTOCK -- ITEM #ACM-8001: PLASTIC PADLOCK SEAL, RED, NUMBERED
"SEALED"

B&R INDUSTRIAL SUPPLY, INC

Invoice #: 342477	P.O. #: 230282	539520	3,000.00
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ITEM #SEA-CABLELOCK14: 14" X 1.5MM BARCODED CABLE SEAL, RED

SOUTHERN PIPE & SUPPLY CO

Invoice #: 342492	P.O. #: 228943	539535	109,200.00
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MASTER METER MADE CITY STANDARD 8/20/2019 -- RESTOCK INVENTORY -- ITEM
#B12-A31-A15-0101A-1: METER, 5/8" X 3/4", BLMJ, BRZ, USG, ALLEGRO**SOUTHERN PIPE & SUPPLY CO**

Invoice #: 342563	P.O. #: 229563	539606	4,560.00
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MASTER METER MADE CITY STANDARD BY COUNCIL 8/20/2019 -- RESTOCK INVENTORY --
ITEM #MMO301M1D09: 2" SS OCTAVE METER

620900	CONTRACTUAL FEES	41,940.62
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WASTE PRO OF MISSISSIPPI

Invoice #: 342381	P.O. #: MANUAL	539421	758.00
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JOHN M MCGUFFEE

Invoice #: 342386	P.O. #: MANUAL	539426	375.00
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COAST CHLORINATOR CO

Invoice #: 342387	P.O. #: MANUAL	539427	84.00
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MISSISSIPPI 811 INC

Invoice #: 342402	P.O. #: MANUAL	539442	38,463.87
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NEWEDGE SERVICES LLC

Invoice #: 342462	P.O. #: 226853	539505	833.50
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AS PER CONTRACT APPROVED BY COUNCIL 12/7/2021 -- CITYWORKS HOSTING SERVICES
PROVIDED 1/6/2022-1/5/2023**SOUTHERN EXTERIORS FENCE COMPANY**

Invoice #: 342476	P.O. #: 230279	539519	57.00
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AS PER BID GROUP P3 APPROVED BY COUNCIL 12/21/21 -- FENCE REPLMT DUE TO WATER
MAIN REPAIR AT 149 BRENTWOOD BLVD -- REPLACE 3 LF OF 4' TALL GALVANIZED POST**SOUTHERN EXTERIORS FENCE COMPANY**

Invoice #: 342476	P.O. #: 230279	539519	152.00
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REPLACE 4' WALK THROUGH GATE FENCE

MICRO METHODS INC

Invoice #: 342549	P.O. #: 230504	539593	60.00
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BLANKET PO FOR TESTING OF WATER SAMPLES TO BE USED DURING THE MONTHS OF NOV
2022 - JAN 2023 (EST)**MICRO METHODS INC**

Invoice #: 342550	P.O. #: 230504	539594	168.00
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BLANKET PO FOR TESTING OF WATER SAMPLES TO BE USED DURING THE MONTHS OF NOV
2022 - JAN 2023 (EST)

MICRO METHODS INC

Invoice #: 342551	P.O. #: 230504	539595	112.00
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BLANKET PO FOR TESTING OF WATER SAMPLES TO BE USED DURING THE MONTHS OF NOV
2022 - JAN 2023 (EST)

NEXTRAQ LLC

Invoice #: 342553	P.O. #: 230432	539597	877.25
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BLANKET PO FOR VEHICLE TRACKING SERVICES FOR FY 2023 (OCT 2022 - SEPT 2023)

625700	POSTAGE	53.93
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DMS MAIL MANAGEMENT, INC.

Invoice #: 342600	P.O. #: MANUAL	539644	53.93
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626001	TELEPHONE	4,928.19
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CUSTOM CALL CENTER LLC

Invoice #: 342388	P.O. #: MANUAL	539428	4,499.11
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A T & T

Invoice #: 342423	P.O. #: MANUAL	539465	429.08
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626002	ELECTRIC	20,621.90
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COAST ELECTRIC POWER ASSOC

Invoice #: 342734	P.O. #: MANUAL	539778	1,119.12
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COAST ELECTRIC POWER ASSOC

Invoice #: 342739	P.O. #: MANUAL	539783	881.83
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COAST ELECTRIC POWER ASSOC

Invoice #: 342743	P.O. #: MANUAL	539787	51.00
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COAST ELECTRIC POWER ASSOC

Invoice #: 342748	P.O. #: MANUAL	539792	127.12
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MS POWER COMPANY

Invoice #: 342770	P.O. #: MANUAL	539814	9,903.51
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MS POWER COMPANY

Invoice #: 342773	P.O. #: MANUAL	539817	8,539.32
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626700	RENTAL	334.74
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WASTE PRO OF MISSISSIPPI

Invoice #:	342377	P.O. #:	MANUAL	539417	92.65
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WASTE PRO OF MISSISSIPPI

Invoice #:	342378	P.O. #:	MANUAL	539418	92.65
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WASTE PRO OF MISSISSIPPI

Invoice #:	342379	P.O. #:	MANUAL	539419	56.79
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WASTE PRO OF MISSISSIPPI

Invoice #:	342380	P.O. #:	MANUAL	539420	92.65
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825	Sewer Operations and Maintenance	71,099.92
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610700	OPERATING SUPPLIES	1,566.12
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SUDDEN SERVICE INC

Invoice #:	342394	P.O. #:	MANUAL	539434	1,566.12
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612200	REPAIRS AND MAINTENANCE	406.99
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DEEP SOUTH EQUIPMENT COMPANY

Invoice #:	342480	P.O. #:	229285	539523	168.91
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FOR ASSET 2412 (60KW GEN SET) -- ITEM #293/00066: DOOR HINGE L/H

DEEP SOUTH EQUIPMENT COMPANY

Invoice #:	342480	P.O. #:	229285	539523	238.08
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ITEM #293/00067: DOOR HINGE R/H

614300	SHELLS, GRAVEL, SAND	11,605.84
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LOWES OF GULFPORT MS 466

Invoice #:	342483	P.O. #:	230411	539526	578.34
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RESTOCK INVENTORY -- ITEM #QUI-80, 10385 -- 80-LB CONCRETE MIX, 4000PSI, 1101-80, QUIKRETE (3 PALLETS)

LAND SHAPER INC

Invoice #:	342497	P.O. #:	230516	539540	4,125.00
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AS PER BID GROUP C APPROVED BY COUNCIL 12/8/2020 -- LINE 1 TO BE DELIVERED TO DEDEAUX ROAD COMMUNITY CENTER -- FILL SAND (DRY)

LAND SHAPER INC

Invoice #: 342497	P.O. #: 230516	539540	6,902.50
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LINE 2 - RESTOCK -- DELIVER TO INVENTORY YARD 4051 HEWES AVE -- FILL SAND (DRY)

615800	LIFT STATION SUPPLIES	15,498.46
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ALL PHASE ELECTRIC SUPPLY CO INC

Invoice #: 342384	P.O. #: MANUAL	539424	572.06
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BAY MOTOR WINDING INC

Invoice #: 342472	P.O. #: 230375	539515	1,820.00
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REMOVE AND REPLACE METER CAN AND DISCONNECT (LABOR CHARGE) - FOR A & P LIFT STATION

BAY MOTOR WINDING INC

Invoice #: 342473	P.O. #: 230376	539516	6,637.00
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AS PER BID GROUP K APPROVED BY COUNCIL 12/21/21 -- SUBMERSIBLE PUMPS SECTION, ITEM 5: 15 HP MUDBUG PUMP, 230 VOLT, 3 PHASE, 40 FT LEADS (NEW)

BAY MOTOR WINDING INC

Invoice #: 342474	P.O. #: 229120	539517	1,318.00
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REPAIR PUMP AT JONES PARK LIFT STATION -- PART #2860455: FLANGE FOR IMPELLER

B&R INDUSTRIAL SUPPLY, INC

Invoice #: 342481	P.O. #: 230416	539524	174.40
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LOCKS FOR LIFT STATION GATES, WET WELL LIDS, AND RIGHT OF WAY GATES -- ITEM #ABU-55176: 55/40 KEYED ALIKE 5402 ABUS

BENVENUTTI ELECTRICAL APPARATUS

Invoice #: 342488	P.O. #: 230377	539531	4,977.00
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AS PER MS CODE SECTION 31-7-13(M)(II) OUTSIDE EQUIPMENT REPAIRS -- REBUILD 40 HP MARATHON MOTOR FOR 18TH AVE LIFT STATION (UNIT HAD TO BE TORN DOWN TO DETERMINE ISSUE)

616100	SEWERLINE SUPPLIES	394.80
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FERGUSON US HOLDINGS, INC.

Invoice #: 342544	P.O. #: 230512	539587	46.24
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BLANKET PO FOR VARIOUS OPERATING SUPPLIES/PARTS TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)

FERGUSON US HOLDINGS, INC.

Invoice #: 342546	P.O. #: 230512	539590	44.20
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BLANKET PO FOR VARIOUS OPERATING SUPPLIES/PARTS TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)

FERGUSON US HOLDINGS, INC.

Invoice #: 342547	P.O. #: 230512	539591	266.70
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BLANKET PO FOR VARIOUS OPERATING SUPPLIES/PARTS TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)

FERGUSON US HOLDINGS, INC.

Invoice #: 342548	P.O. #: 230512	539592	37.66
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BLANKET PO FOR VARIOUS OPERATING SUPPLIES/PARTS TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)

620900	CONTRACTUAL FEES	2,150.75
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HAVARD PEST CONTROL

Invoice #: 342392	P.O. #: MANUAL	539432	75.00
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HAVARD PEST CONTROL

Invoice #: 342393	P.O. #: MANUAL	539433	175.00
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JOHN MCADAMS, CHANCERY CLERK

Invoice #: 342405	P.O. #: MANUAL	539446	52.00
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NEWEDGE SERVICES LLC

Invoice #: 342462	P.O. #: 226853	539505	833.50
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AS PER CONTRACT APPROVED BY COUNCIL 12/7/2021 -- CITYWORKS HOSTING SERVICES
PROVIDED 1/6/2022-1/5/2023

SOUTHERN EXTERIORS FENCE COMPANY

Invoice #: 342475	P.O. #: 230280	539518	138.00
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AS PER BID GROUP P3 APPROVED BY COUNCIL 12/21/21 -- FENCE REPAIRS AT 250 EAST
RAILROAD -- FURNISH AND INSTALL 6' SECTION OF 6' TALL POST

NEXTRAQ LLC

Invoice #: 342553	P.O. #: 230432	539597	877.25
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BLANKET PO FOR VEHICLE TRACKING SERVICES FOR FY 2023 (OCT 2022 - SEPT 2023)

626001 TELEPHONE**10.77**

A T & T

Invoice #: 342423	P.O. #: MANUAL	539465	10.77
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626002 ELECTRIC**34,531.06**

COAST ELECTRIC POWER ASSOC

Invoice #: 342733	P.O. #: MANUAL	539777	65.93
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COAST ELECTRIC POWER ASSOC

Invoice #: 342735	P.O. #: MANUAL	539779	55.53
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COAST ELECTRIC POWER ASSOC

Invoice #: 342736	P.O. #: MANUAL	539780	67.20
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COAST ELECTRIC POWER ASSOC

Invoice #: 342737	P.O. #: MANUAL	539781	63.58
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COAST ELECTRIC POWER ASSOC			
Invoice #:	342738	P.O. #:	MANUAL 539782 176.50
COAST ELECTRIC POWER ASSOC			
Invoice #:	342740	P.O. #:	MANUAL 539784 64.94
COAST ELECTRIC POWER ASSOC			
Invoice #:	342741	P.O. #:	MANUAL 539785 55.29
COAST ELECTRIC POWER ASSOC			
Invoice #:	342742	P.O. #:	MANUAL 539786 111.10
COAST ELECTRIC POWER ASSOC			
Invoice #:	342744	P.O. #:	MANUAL 539788 126.49
COAST ELECTRIC POWER ASSOC			
Invoice #:	342745	P.O. #:	MANUAL 539789 55.69
COAST ELECTRIC POWER ASSOC			
Invoice #:	342746	P.O. #:	MANUAL 539790 72.46
COAST ELECTRIC POWER ASSOC			
Invoice #:	342747	P.O. #:	MANUAL 539791 82.67
COAST ELECTRIC POWER ASSOC			
Invoice #:	342749	P.O. #:	MANUAL 539793 49.15
COAST ELECTRIC POWER ASSOC			
Invoice #:	342750	P.O. #:	MANUAL 539794 69.53
COAST ELECTRIC POWER ASSOC			
Invoice #:	342751	P.O. #:	MANUAL 539795 58.81
COAST ELECTRIC POWER ASSOC			
Invoice #:	342752	P.O. #:	MANUAL 539796 341.17
COAST ELECTRIC POWER ASSOC			
Invoice #:	342753	P.O. #:	MANUAL 539797 64.43

COAST ELECTRIC POWER ASSOC			
Invoice #:	342754	P.O. #:	MANUAL
		539798	82.71
MS POWER COMPANY			
Invoice #:	342769	P.O. #:	MANUAL
		539813	55.60
MS POWER COMPANY			
Invoice #:	342771	P.O. #:	MANUAL
		539815	9,992.48
MS POWER COMPANY			
Invoice #:	342772	P.O. #:	MANUAL
		539816	10,011.97
MS POWER COMPANY			
Invoice #:	342774	P.O. #:	MANUAL
		539818	12,217.09
MS POWER COMPANY			
Invoice #:	342780	P.O. #:	MANUAL
		539824	241.91
COAST ELECTRIC POWER ASSOC			
Invoice #:	342792	P.O. #:	MANUAL
		539836	175.85
COAST ELECTRIC POWER ASSOC			
Invoice #:	342793	P.O. #:	MANUAL
		539837	66.22
COAST ELECTRIC POWER ASSOC			
Invoice #:	342794	P.O. #:	MANUAL
		539838	106.76
626700	RENTAL		185.30
WASTE PRO OF MISSISSIPPI			
Invoice #:	342375	P.O. #:	MANUAL
		539415	92.65
WASTE PRO OF MISSISSIPPI			
Invoice #:	342376	P.O. #:	MANUAL
		539416	92.65
640200	CAP PRJ - ENGINEERING		4,749.83
82591			4,749.83

COVINGTON CIVIL & ENVIRONMENTAL LLC

Invoice #: 342565

P.O. #: 222247

539609

4,749.83

AS PER ENGINEERING SERVICES CONTRACT APPROVED BY COUNCIL 2/2/2021 -- DEBUYS
ROAD PUMP STATION REPLACEMENT PROJECT -- ENGINEERING DESIGN

835 Debt Service (Water and Sewer) 137,725.00

650400 INTEREST 137,725.00

HANCOCK BANK/WHITNEY BANK

Invoice #: 342583

P.O. #: MANUAL

539627

137,725.00

845 Harrison County Wastewater & Solid Waste Manage 550,604.00

627500 WASTEWATER TREATMENT 550,604.00

HARRISON COUNTY UTILITY AUTHORITY

Invoice #: 342418

P.O. #: 230577

539459

550,604.00

WASTEWATER TREATMENT AND WATER SERVICE FOR FY 2023 - DECEMBER 2022 -
SEPTEMBER 2023 (EST)

849 Water and Sewer Projects 684.42

640200 CAP PRJ - ENGINEERING 684.42

82591 684.42

COVINGTON CIVIL & ENVIRONMENTAL LLC

Invoice #: 342565

P.O. #: 222247

539609

684.42

AS PER ENGINEERING SERVICES CONTRACT APPROVED BY COUNCIL 2/2/2021 -- DEBUYS
ROAD PUMP STATION REPLACEMENT PROJECT -- ENGINEERING DESIGN

911 Employees' Group Health and Life Fund 19,400.00

622100 PROFESSIONAL FEES 19,400.00

MEDICAL ANALYSIS LLC

Invoice #: 342577

P.O. #: 230261

539621

19,400.00

AS PER COUNCIL APPROVAL 4/7/2020, WELLNESS EMPLOYEE CLINIC FY2023

915 General Liability\ Worker's Comp Fund 25,787.55

621300 LEGAL FEES 3,090.35

DUKES DUKES KEATING & FANCA ATTY

Invoice #: 342573

P.O. #: 230260

539617

2,891.15

AS PER COUNCIL APPROVAL 10/19/2021 LEGAL FEES FOR WORKMANS COMP CLAIMS

AS PER COUNCIL APPROVAL 10/19/2021 LEGAL FEES FOR WORKMANS COMP CLAIMS

624100 ADMINISTRATIVE FEE 14,924.05

ASSOCIATED ADJUSTERS INC

Invoice #: 342403

P.O. #: MANUAL

539443

14,924.05

629300 INSURANCE PREMIUMS 7,773.15

BXS INSURANCE, INC

Invoice #: 342406

P.O. #: MANUAL

539447

7,133.15

BXS INSURANCE, INC

Invoice #: 342429

P.O. #: MANUAL

539471

640.00

Grand Total

2,329,566.66

Voucher #:



CITY OF GULFPORT

Docket Sorted By Vendor

Docket Date: 12/7/2022



Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
A T & T					
539402	811 - 626001 -		4,689.51	342362	MANUAL
539403	213 - 626001 -		437.93	342363	MANUAL
539463	213 - 626001 -		54.85	342421	MANUAL
539464	311 - 626001 -		1,596.42	342422	MANUAL
539465	825 - 626001 -		10.77	342423	MANUAL
539465	335 - 626001 -		19.04	342423	MANUAL
539465	325 - 626001 -		24.73	342423	MANUAL
539465	111 - 626001 -		30.00	342423	MANUAL
539465	115 - 626001 -		34.30	342423	MANUAL
539465	135 - 626001 -		40.87	342423	MANUAL
539465	146 - 626001 -		64.80	342423	MANUAL
539465	315 - 626001 -		160.10	342423	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
539465	125 - 626001 -		231.09	342423	MANUAL
539465	611 - 626001 -		287.71	342423	MANUAL
539465	811 - 626001 -		315.42	342423	MANUAL
539465	815 - 626001 -		429.08	342423	MANUAL
539465	445 - 626001 -		593.62	342423	MANUAL
539465	290 - 626001 -		813.75	342423	MANUAL
539465	145 - 626001 -		1,069.26	342423	MANUAL
539465	213 - 626001 -		1,680.35	342423	MANUAL
539465	411 - 626001 -		2,110.44	342423	MANUAL
# of Claims			21	Vendor Payment Total	14,694.04
A1 BATTERY INC					
539343	290 - 611300 -		70.40	342302	230551
BATTERY CORES					
539343	290 - 611300 -		364.60	342302	230551
GR31S/1125 BATTERIES					
# of Claims			2	Vendor Payment Total	435.00
ALL PHASE ELECTRIC SUPPLY CO INC					
539424	825 - 615800 -		572.06	342384	MANUAL
539677	445 - 610700 -		384.25	342633	230095
OPEN P/O FOR ELECTRICAL PARTS FOR THE MARINA					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	2	Vendor Payment Total	956.31	
ALL SAFE TECHNOLOGIES LLC					
539825	411 - 620900 -		499.00	342781	MANUAL
539826	411 - 620900 -		186.00	342782	MANUAL
539827	411 - 620900 -		186.00	342783	MANUAL
539829	411 - 620900 -		-150.00	342785	MANUAL
	# of Claims	4	Vendor Payment Total	721.00	
ALLISTONS					
539610	411 - 612500 -		23.99	342566	230477
SWEATSHIRT					
539610	411 - 612500 -		31.99	342566	230477
SWEATSHIRT					
539610	411 - 612500 -		36.99	342566	230477
VEST					
539610	411 - 612500 -		43.98	342566	230477
SWEATSHIRT					
539610	411 - 612500 -		43.98	342566	230477
SWEATSHIRT					
539610	411 - 612500 -		71.97	342566	230477
SWEATSHIRT					
539610	411 - 612500 -		74.97	342566	230477
UNIFORM SHIRT					
539695	150 - 610700 -		29.99	342651	230533
HEATEHR PURPLE P78H XL					
539695	150 - 610700 -		29.99	342651	230533
CARDINAL P78H SMALL					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
539695	150 - 610700 -		29.99	342651	230533
HEATHER NAVY P78H LARGE					
539695	150 - 610700 -		29.99	342651	230533
HEATHER RED PC78H LARGE					
539695	150 - 610700 -		31.99	342651	230533
HEATEHR ROYAL P78H 2XL					
539695	150 - 610700 -		59.98	342651	230533
JET BLACK P78H L&XL					
539695	150 - 610700 -		59.98	342651	230533
HEATHER ATHLETIC MAROON P78H L					
539695	150 - 610700 -		59.98	342651	230533
ATHLETIC HEATHER P78H L&XL					
# of Claims		15	Vendor Payment Total	659.76	
AMBER HINTON					
539485	145 - 626900 -		276.00	342442	MANUAL
# of Claims		1	Vendor Payment Total	276.00	
AMERICAN MUNICIPAL SERVICES					
539461	811 - 620900 -		535.89	342419	MANUAL
# of Claims		1	Vendor Payment Total	535.89	
ANDREW W BARSTOW					
539360	215 - 625500 -		500.00	342319	230322
0911D-04-003.001, ADELAIDA DIAZ, LOT CLEAN UP, AWARDED 10-5-2022, CC, CASE: 9937					
# of Claims		1	Vendor Payment Total	500.00	

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
ANTHONY J WILLIAMS					
539623	447 - 620900 -		105.00	342579	230426
CARPET REAPIRS					
539623	447 - 620900 -		154.00	342579	230426
SEAMING TAPE 14 ROLLS / 20 YARDS EACH					
539623	447 - 620900 -		1,883.25	342579	230426
LABOR TO INSTALL CARPET AT SANTAS VILLAGE FOR HARBOR LIGHTS					
	# of Claims	3	Vendor Payment Total	2,142.25	
ASCEND LEARNING HOLDINGS, LLC					
539493	290 - 622300 -		222.64	342450	230402
9781284172393 FIRE OFFICER 4E ADVANTAGE ACCESS					
539493	290 - 622300 -		1,048.02	342450	230402
9781284147612 FIRE APPARATUS DRIVER/OPERATOR 3E WITH ADVANTAGE ACCESS					
	# of Claims	2	Vendor Payment Total	1,270.66	
ASSOCIATED ADJUSTERS INC					
539443	915 - 624100 -		14,924.05	342403	MANUAL
	# of Claims	1	Vendor Payment Total	14,924.05	
AT&T MOBILITY II LLC					
539839	611 - 626001 -		507.95	342795	MANUAL
	# of Claims	1	Vendor Payment Total	507.95	
AUTO ZONE INC					
539389	213 - 611300 -		117.83	342348	230124
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	1	Vendor Payment Total	117.83	
AUTOMATION PERSONNEL SERVICES, INC.					
539642	155 - 620900 -		899.93	342598	MANUAL
539643	155 - 620900 -		702.90	342599	MANUAL
	# of Claims	2	Vendor Payment Total	1,602.83	
B&R INDUSTRIAL SUPPLY, INC					
539520	815 - 617000 -		660.00	342477	230282
METER LOCK RESTOCK -- ITEM #ACM-8001: PLASTIC PADLOCK SEAL, RED, NUMBERED "SEALED"					
539520	815 - 617000 -		3,000.00	342477	230282
ITEM #SEA-CABLELOCK14: 14" X 1.5MM BARCODED CABLE SEAL, RED					
539524	825 - 615800 -		174.40	342481	230416
LOCKS FOR LIFT STATION GATES, WET WELL LIDS, AND RIGHT OF WAY GATES -- ITEM #ABU-55176: 55/40 KEYED ALIKE 5402 ABUS					
539528	313 - 610700 -		46.35	342485	230281
GLOVES FOR PUBLIC WORKS EMPLOYEES -- ITEM #REV-93XXL: XXL COWHIDE DRIVERS GLOVE					
539528	313 - 610700 -		46.35	342485	230281
ITEM #REV-93XL: XL COWHIDE DRIVERS GLOVE					
539528	313 - 610700 -		46.35	342485	230281
ITEM #REV-93L: LARGE COWHIDE DRIVERS GLOVES					
	# of Claims	6	Vendor Payment Total	3,973.45	
BAR ASSOCIATION OF THE FIFTH					
539444	135 - 621900 -		95.00	342404	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	1	Vendor Payment Total	95.00	
BAY MOTOR WINDING INC					
539515	825 - 615800 -		1,820.00	342472	230375
REMOVE AND REPLACE METER CAN AND DISCONNECT (LABOR CHARGE) - FOR A & P LIFT STATION					
539516	825 - 615800 -		6,637.00	342473	230376
AS PER BID GROUP K APPROVED BY COUNCIL 12/21/21 -- SUBMERSIBLE PUMPS SECTION, ITEM 5: 15 HP MUDBUG PUMP, 230 VOLT, 3 PHASE, 40 FT LEADS (NEW)					
539517	825 - 615800 -		1,318.00	342474	229120
REPAIR PUMP AT JONES PARK LIFT STATION -- PART #2860455: FLANGE FOR IMPELLER					
	# of Claims	3	Vendor Payment Total	9,775.00	
BAYOU CONCRETE, LLC					
539560	815 - 614300 -		537.50	342517	230475
BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS NEEDED - EST PERIOD: NOV 2022 - SEPT 2023					
539562	815 - 614300 -		663.00	342519	230475
BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS NEEDED - EST PERIOD: NOV 2022 - SEPT 2023					
539564	815 - 614300 -		1,275.00	342521	230475
BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS NEEDED - EST PERIOD: NOV 2022 - SEPT 2023					
539567	815 - 614300 -		690.00	342524	230475
BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS NEEDED - EST PERIOD: NOV 2022 - SEPT 2023					
539569	815 - 614300 -		346.50	342526	230475
BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS NEEDED - EST PERIOD: NOV 2022 - SEPT 2023					
539571	815 - 614300 -		682.50	342528	230475
BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS NEEDED - EST PERIOD: NOV 2022 - SEPT 2023					
	# of Claims	6	Vendor Payment Total	4,194.50	

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
BENVENUTTI ELECTRICAL APPARATUS					
539531	825 - 615800 -		4,977.00	342488	230377
AS PER MS CODE SECTION 31-7-13(M)(II) OUTSIDE EQUIPMENT REPAIRS -- REBUILD 40 HP MARATHON MOTOR FOR 18TH AVE LIFT STATION (UNIT HAD TO BE TORN DOWN TO DETERMINE ISSUE)					
# of Claims		1	Vendor Payment Total	4,977.00	
BLOSSMAN GAS INC					
539658	447 - 610700 -		162.50	342614	230173
PROPANE FOR HARBOR LIGHTS WAREHOUSE					
# of Claims		1	Vendor Payment Total	162.50	
BRITTANY THOMAS					
539357	115 - 626900 -		30.00	342316	230259
BREAKFAST PER DIEM OCTOBER 26-28; TRAVEL-TRAINING FALL CMC SESSION HATTIESBURG					
539357	115 - 626900 -		39.00	342316	230259
LUNCH PER DIEM OCTOBER 26-28 TRAVEL/TRAINING FALL CMC SESSION HATTIESBURG					
539357	115 - 626900 -		46.00	342316	230259
DINNER PER DIEM OCTOBER 26 & 27 TRAVEL/TRAINING FALL CMC SESSION HATTIESBURG					
539357	115 - 626900 -		91.25	342316	230259
MILEAGE TO/FROM 133 PLAZA DRIVE, HATTIESBURG FOR TRAVEL/TRAINING FALL CMC SESSION					
# of Claims		4	Vendor Payment Total	206.25	
BXS INSURANCE, INC					
539447	915 - 629300 -		7,133.15	342406	MANUAL
539471	915 - 629300 -		640.00	342429	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	2	Vendor Payment Total	7,773.15	
CABLE ONE					
539542	213 - 620900 -		14.34	342499	MANUAL
539543	213 - 620900 -		2.75	342500	MANUAL
539549	213 - 620900 -		5.29	342506	MANUAL
539552	213 - 620900 -		2.91	342509	MANUAL
539554	213 - 620900 -		5.29	342511	MANUAL
539556	213 - 620900 -		5.29	342513	MANUAL
539558	213 - 620900 -		5.00	342515	MANUAL
539559	213 - 620900 -		5.29	342516	MANUAL
539561	213 - 620900 -		5.29	342518	MANUAL
539563	213 - 620900 -		5.29	342520	MANUAL
539565	213 - 620900 -		5.29	342522	MANUAL
539566	213 - 620900 -		5.82	342523	MANUAL
539568	213 - 620900 -		2.91	342525	MANUAL
539570	213 - 620900 -		5.29	342527	MANUAL
539572	213 - 620900 -		5.29	342529	MANUAL
539574	213 - 620900 -		3.11	342531	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
539576	213 - 620900 -		5.29	342533	MANUAL
539578	213 - 620900 -		5.29	342535	MANUAL
539580	213 - 620900 -		5.29	342537	MANUAL
539585	145 - 620900 -		318.34	342542	MANUAL
539589	411 - 620900 -		55.00	342545	MANUAL
539596	411 - 620900 -		80.00	342552	MANUAL
539598	411 - 620900 -		67.50	342554	MANUAL
539599	411 - 620900 -		55.00	342555	MANUAL
539601	411 - 620900 -		55.00	342557	MANUAL
539602	411 - 620900 -		55.00	342558	MANUAL
539603	445 - 620900 -		184.91	342559	MANUAL
539605	411 - 620900 -		258.43	342561	MANUAL
539607	411 - 620900 -		300.00	342562	MANUAL
539608	411 - 620900 -		78.97	342564	MANUAL
539628	213 - 626001 -		1,000.00	342584	MANUAL
539628	145 - 626001 -		1,350.00	342584	MANUAL
539628	311 - 626001 -		1,750.00	342584	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
539628	290 - 626001 -		3,400.00	342584	MANUAL
539820	411 - 620900 -		278.38	342776	MANUAL
539821	411 - 620900 -		278.38	342777	MANUAL
539822	411 - 620900 -		243.34	342778	MANUAL
# of Claims			37	Vendor Payment Total	9,908.57
CELLCO PARTNERSHIP					
539455	811 - 626001 -		906.19	342414	MANUAL
539467	125 - 626001 -		40.01	342425	MANUAL
# of Claims			2	Vendor Payment Total	946.20
CENTERPOINT ENERGY RESOURCES CORP					
539651	290 - 626004 -		104.59	342607	MANUAL
539735	290 - 626004 -		65.76	342691	MANUAL
539736	311 - 626004 -		121.63	342692	MANUAL
539737	411 - 626004 -		32.15	342693	MANUAL
539738	290 - 626004 -		96.95	342694	MANUAL
539739	290 - 626004 -		70.72	342695	MANUAL
539740	411 - 626004 - 41131		58.37	342696	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
539741	411 - 626004 - 41133		362.72	342697	MANUAL
539742	411 - 626004 - 41145		41.18	342698	MANUAL
539743	290 - 626004 -		101.59	342699	MANUAL
539744	311 - 626004 -		72.26	342700	MANUAL
539745	411 - 626004 -		436.35	342701	MANUAL
539746	311 - 626004 -		30.61	342702	MANUAL
539747	411 - 626004 - 41140		32.75	342703	MANUAL
539748	290 - 626004 -		106.21	342704	MANUAL
539819	145 - 626004 -		33.82	342775	MANUAL
539819	411 - 626004 -		33.82	342775	MANUAL
# of Claims			17	Vendor Payment Total	1,801.48
CHANCELLOR SUPPLY, INC					
539369	213 - 611000 -		47.13	342328	230190
BLANKET PURCHASE ORDER FOR MISCELLANEOUS PARTS AND LIGHTING SUPPLIES FOR THE MUNICIPAL COMPLEX					
539429	815 - 610700 -		3.77	342389	MANUAL
539480	411 - 612200 -		101.00	342437	MANUAL
539481	411 - 612200 -		149.75	342438	MANUAL
539506	325 - 624601 -		899.00	342463	230381
STREET LIGHT REPAIRS -- ITEM #TRM10: 10AMP 250VOLT MIDGET FUSE					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	5	Vendor Payment Total	1,200.65	
CHARLES BARNES JR					
539341	290 - 612200 -		25.00	342300	230558
#5 REBAR					
539341	290 - 612200 -		31.50	342300	230558
8" X 2" X 16" BLOCK CAPS					
539341	290 - 612200 -		50.00	342300	230558
1/2 YARD OF MASONRY SAND					
539341	290 - 612200 -		50.00	342300	230558
DURA WIRE					
539341	290 - 612200 -		120.75	342300	230558
6 BAGS OF MASONRY CEMENT FOR FIRE STATION 3					
539341	290 - 612200 -		568.13	342300	230558
1 1/2 YARD OF CONCRETE					
539341	290 - 612200 -		3,125.80	342300	230558
DEMO WALL 8 X 8 X 16 HAUL OFF, INSTALL 8 X 8 X 8 RETAINING WALL 18' LONG X 5.5' TALL FILLING IN BLOCKS					
	# of Claims	7	Vendor Payment Total	3,971.18	
CHRISTMAS BY KREBS					
539659	447 - 610700 -		1,317.94	342615	230313
CUSTOM ORNAMENT FOR HARBOR LIGHTS GOLD SPARKLE					
539659	447 - 610700 -		1,347.00	342615	230313
CUSTOM ORNAMENT FOR HARBOR LIGHTS TURQUOISE BLISS					
	# of Claims	2	Vendor Payment Total	2,664.94	
CHRISTOPHER WALKER					
539359	215 - 625500 -		500.00	342318	230527

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
0910K-01-021.000, VELEZ ALEX JRE, LOT CLEAN UP, AWARDED 11-08-2022, CC, CASE: 10020					
	# of Claims	1	Vendor Payment Total	500.00	
CINTAS CORP 240					
539451	213 - 615200 -		58.64	342410	MANUAL
	# of Claims	1	Vendor Payment Total	58.64	
CINTAS CORPORATION NO 2					
539625	411 - 610700 -		34.35	342581	MANUAL
539636	411 - 610700 -		13.16	342592	MANUAL
	# of Claims	2	Vendor Payment Total	47.51	
CITY OF GULFPORT					
539645	411 - 626003 - 41140		183.12	342601	MANUAL
539646	411 - 626003 -		5.80	342602	MANUAL
539647	290 - 626003 -		113.16	342603	MANUAL
539648	290 - 626003 -		91.78	342604	MANUAL
539649	290 - 626003 -		320.92	342605	MANUAL
539650	411 - 626003 - 41140		171.90	342606	MANUAL
	# of Claims	6	Vendor Payment Total	886.68	

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
CLAYS PRINT SHOP INC					
539366	148 - 627800 -		1,025.00	342325	230203
CHRISTMAS FLYERS					
539372	213 - 626500 -		75.00	342331	230182
BUSINESS CARDS FOR NEW CAPTAINS, LIEUTENANTS AND DETECTIVES					
539373	213 - 626500 -		96.00	342332	230182
BUSINESS CARDS FOR NEW CAPTAINS, LIEUTENANTS AND DETECTIVES					
539733	290 - 626500 -		7.75	342689	230611
BOTTLE RED INK					
539733	290 - 626500 -		36.00	342689	230611
SELF INKED STAMP					
539831	611 - 626500 -		468.00	342787	230535
FULL COLOR/2 SIDED BUSINESS CARDS. 500/BOX					
# of Claims		6	Vendor Payment Total	1,707.75	
COAST CHLORINATOR CO					
539427	815 - 620900 -		84.00	342387	MANUAL
# of Claims		1	Vendor Payment Total	84.00	
COAST ELECTRIC POWER ASSOC					
539763	325 - 625100 -		60.37	342719	MANUAL
539764	325 - 625100 -		59.19	342720	MANUAL
539765	411 - 626002 - 41138		1,650.79	342721	MANUAL
539766	411 - 626002 - 41138		1,018.15	342722	MANUAL
539767	325 - 625100 -		100.00	342723	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
539768	325 - 625100 -		55.78	342724	MANUAL
539769	325 - 625100 -		57.73	342725	MANUAL
539770	325 - 625100 -		66.71	342726	MANUAL
539771	325 - 625100 -		48.18	342727	MANUAL
539772	325 - 625100 -		49.54	342728	MANUAL
539773	411 - 626002 -		1,857.20	342729	MANUAL
539774	290 - 626002 -		492.91	342730	MANUAL
539775	411 - 626002 -		184.06	342731	MANUAL
539776	325 - 625100 -		74.04	342732	MANUAL
539777	825 - 626002 -		65.93	342733	MANUAL
539778	815 - 626002 -		1,119.12	342734	MANUAL
539779	825 - 626002 -		55.53	342735	MANUAL
539780	825 - 626002 -		67.20	342736	MANUAL
539781	825 - 626002 -		63.58	342737	MANUAL
539782	825 - 626002 -		176.50	342738	MANUAL
539783	815 - 626002 -		881.83	342739	MANUAL
539784	825 - 626002 -		64.94	342740	MANUAL
539785	825 - 626002 -		55.29	342741	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
539786	825 - 626002 -		111.10	342742	MANUAL
539787	815 - 626002 -		51.00	342743	MANUAL
539788	825 - 626002 -		126.49	342744	MANUAL
539789	825 - 626002 -		55.69	342745	MANUAL
539790	825 - 626002 -		72.46	342746	MANUAL
539791	825 - 626002 -		82.67	342747	MANUAL
539792	815 - 626002 -		127.12	342748	MANUAL
539793	825 - 626002 -		49.15	342749	MANUAL
539794	825 - 626002 -		69.53	342750	MANUAL
539795	825 - 626002 -		58.81	342751	MANUAL
539796	825 - 626002 -		341.17	342752	MANUAL
539797	825 - 626002 -		64.43	342753	MANUAL
539798	825 - 626002 -		82.71	342754	MANUAL
539836	825 - 626002 -		175.85	342792	MANUAL
539837	825 - 626002 -		66.22	342793	MANUAL
539838	825 - 626002 -		106.76	342794	MANUAL
# of Claims			39	Vendor Payment Total	9,965.73

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
COASTAL DUST CONTROL					
539436	313 - 620900 -		118.42	342396	MANUAL
539437	313 - 620900 -		118.42	342397	MANUAL
539438	313 - 620900 -		118.42	342398	MANUAL
539439	313 - 620900 -		118.42	342399	MANUAL
539450	213 - 610100 -		22.77	342409	MANUAL
539453	213 - 610100 -		22.77	342412	MANUAL
539466	150 - 610100 -		13.10	342424	MANUAL
539474	145 - 610100 -		32.57	342432	MANUAL
539482	150 - 610100 -		13.10	342439	MANUAL
# of Claims		9	Vendor Payment Total	577.99	
COASTLINE FARM & GARDEN SUPPLY LLC					
539499	290 - 622300 -		57.00	342456	230562
HAY FOR LIVE FIRE TRAINING					
# of Claims		1	Vendor Payment Total	57.00	
CORNETT BOLT & SCREW, INC					
539374	213 - 611300 -		19.85	342333	230116
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
# of Claims		1	Vendor Payment Total	19.85	

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
COVINGTON CIVIL & ENVIRONMENTAL LLC					
539344	030 - 640200 - Z8672		2,963.25	342303	229290
AS PER ENGINEERING SERVICES CONTRACT 8/21/2021 - FEMA 178672 - JONES PARK TENSILE STRUCTURE					
539345	030 - 640200 - Z8587		21,084.75	342304	225229
AS PER ENGINEERING SERVICES AGREEMENT APPROVED BY COUNCIL 8/17/2021 -- WORK AUTHORIZATION 2: ENGINEERING SERVICES RELATED TO HURRICANE ZETA RECOVERY - REPAIRS TO FRED URIE PIER					
539346	030 - 640200 - Z8593		4,409.75	342305	225227
AS PER ENGINEERING SERVICES AGREEMENT APPROVED BY COUNCIL 8/17/2021 -- WORK AUTHORIZATION 4: ENGINEERING SERVICES RELATED TO HURRICANE ZETA RECOVERY -- REPAIRS TO KEN COMBS PIER					
539347	030 - 640200 - Z8588		7,561.75	342306	225226
AS PER ENGINEERING SERVICES CONTRACT APPROVED BY COUNCIL 8/17/2021 -- WORK AUTHORIZATION 1: ENGINEERING SERVICES RELATED TO HURRICANE ZETA RECOVERY -- REPAIRS TO LIBBY MILNER PIER					
539609	849 - 640200 - 82591		684.42	342565	222247
AS PER ENGINEERING SERVICES CONTRACT APPROVED BY COUNCIL 2/2/2021 -- DEBUYS ROAD PUMP STATION REPLACEMENT PROJECT -- ENGINEERING DESIGN					
539609	825 - 640200 - 82591		4,749.83	342565	222247
AS PER ENGINEERING SERVICES CONTRACT APPROVED BY COUNCIL 2/2/2021 -- DEBUYS ROAD PUMP STATION REPLACEMENT PROJECT -- ENGINEERING DESIGN					
# of Claims			6	Vendor Payment Total	41,453.75
COVINGTON SALES & SERVICE INC					
539534	311 - 613800 -		2,813.46	342491	230300
FOR NEW ASPHALT TRUCK -- ITEM #PHPM-50: PHPM 50 EMULSION, PER GALLON, 275 GAL/TOTE					
# of Claims			1	Vendor Payment Total	2,813.46
CROWN TECHNOLOGY LLC					
539513	315 - 615700 -		368.60	342470	230216
ITEM #P123-4103: TM 125MIL YELLOW 3' X 4" LINE					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
539513	315 - 615700 -		368.60	342470	230216
ITEM #P123-4105: TM 125MIL YELLOW 3' X 6" LINE					
539513	315 - 615700 -		1,843.00	342470	230216
STOCK -- ITEM #P123-4101: TM 125MIL YELLOW 3' X 12" LINE					
# of Claims		3	Vendor Payment Total	2,580.20	
CUSTOM CALL CENTER LLC					
539428	815 - 626001 -		4,499.11	342388	MANUAL
# of Claims		1	Vendor Payment Total	4,499.11	
DALTON J PARKER					
539367	155 - 622300 -		25.00	342326	230515
TUITION REIMBURSEMENT DALTON PARKER COURSE FEE					
539367	155 - 622300 -		661.50	342326	230515
TUITION REIMBURSEMENT DALTON PARKER PHYSICS I GRADES "A"					
# of Claims		2	Vendor Payment Total	686.50	
DAVID FRED DEVELOPMENT CORPORATION					
539679	447 - 610700 -		3,744.00	342635	228642
5MM LED-MINI GREEN WIRE, 100 LIGHT, 4" SPACING, 23FT STRAND, LIGHT COLOR WARM WHITE					
539679	447 - 610700 -		3,744.00	342635	228642
5MM, LED-MINI GREEN WIRE, 100 LIGHT, 4" SPACING, 23FT STRANDS, LIGHT COLOR GREEN					
539679	447 - 610700 -		3,744.00	342635	228642
5MM LED-MINI GREEN WIRE, 100 LIGHT, 4" SPACING, 23FT STRANDS, LIGHT COLOR RED					
539680	447 - 610700 -		1,008.00	342636	228641
5MM GREEN WIRE, 50 LIGHT, 4" SPACING, 17FT STRANDS, COLOR WAARM WHITE					
539680	447 - 610700 -		1,741.00	342636	228641
5MM GREEN WIRE, 50 LIGHT, 4" SPACING, 17FT STRANDS, COLOR YELLOW					
539680	447 - 610700 -		3,990.00	342636	228641

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
M5 GREEN WIRE, 50 LIGHT, 4" SPACING, 17FT STRANDS, COLOR GREEN					
539680	447 - 610700 -		6,090.00	342636	228641
M5 GREEN WIRE, 50 LIGHT, 4" SPACING, 17FT STRANDS, COLOR BLUE					
	# of Claims	7	Vendor Payment Total	24,061.00	
DEEP SOUTH EQUIPMENT COMPANY					
539523	815 - 612200 -		168.16	342480	229285
ITEM #293/00067: DOOR HINGE R/H					
539523	825 - 612200 -		168.91	342480	229285
FOR ASSET 2412 (60KW GEN SET) -- ITEM #293/00066: DOOR HINGE L/H					
539523	825 - 612200 -		238.08	342480	229285
ITEM #293/00067: DOOR HINGE R/H					
	# of Claims	3	Vendor Payment Total	575.15	
DIBS CHEMICAL & SUPPLY CO					
539386	213 - 610100 -		43.68	342345	230239
ITEM# SN-5196 / CHASE FOAMING DISINF CLEANER 12/CASE					
539386	213 - 610100 -		117.75	342345	230239
ITEM# SB-6920BW / DISP-LEVER ACTION-TWL-SMOKE (QUOTE 2022)					
	# of Claims	2	Vendor Payment Total	161.43	
DISTRIBUTORS HOLDING CORP					
539395	213 - 611300 -		8.72	342354	230107
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
	# of Claims	1	Vendor Payment Total	8.72	
DMS MAIL MANAGEMENT, INC.					
539470	125 - 620900 -		740.39	342428	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
539644	411 - 625700 -		0.08	342600	MANUAL
539644	811 - 625700 -		0.08	342600	MANUAL
539644	155 - 625700 -		1.15	342600	MANUAL
539644	611 - 625700 -		2.00	342600	MANUAL
539644	145 - 625700 -		36.32	342600	MANUAL
539644	815 - 625700 -		53.93	342600	MANUAL
539834	611 - 625700 -		158.01	342790	230155
MONTHLY MAIL SERVICE FEES					
# of Claims			8	Vendor Payment Total	991.96
DNA UNDERGROUND LLC					
539541	311 - 620900 -		20.36	342498	230384
ITEM #9.01C: PAVEMENT SAW CUTTING					
539541	311 - 620900 -		50.91	342498	230384
ITEM #7.02C: TRAFFIC CONTROL SIGNS					
539541	311 - 620900 -		89.09	342498	230384
ITEM #9.01A: PAVEMENT REMOVAL (ALL TYPES) (UP TO 12" THICK)					
539541	311 - 620900 -		118.79	342498	230384
ITEM #8.06A: STRAW WATTLES					
539541	311 - 620900 -		152.73	342498	230384
ITEM #7.02A: TRAFFIC CONTROL - BARREL					
539541	311 - 620900 -		296.98	342498	230384
ITEM #8.04: TOPSOIL (LVM)					
539541	311 - 620900 -		356.37	342498	230384
ITEM #9.04A: 4" THICK CONCRETE SIDEWALKS AND RAMPS					
539541	311 - 620900 -		424.25	342498	230384
ITEM #8.11A: CLEARING					
539541	311 - 620900 -		742.44	342498	230384

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
ITEM #8.05: SILT FENCE (FM)					
539541	311 - 620900 -		1,018.20	342498	230384
ITEM #1.03C: UNCLASSIFIED EXCAVATION (FM, LVM)					
539541	311 - 620900 -		1,697.00	342498	230384
ITEM #1.04: GRADING					
539541	311 - 620900 -		2,121.26	342498	230384
AS PER REPAIR/REPLACE UNIT PRICE CONTRACT APPROVED BY COUNCIL 9/6/2022 -- WORK AUTH 6: REMOVE/REPLACE EXISTING DRAINAGE @ STANTON CR -- ITEM #1.01A: SELECT BACKFILL, SAND, ALL DEPTHS (FM)					
539541	311 - 620900 -		2,121.26	342498	230384
ITEM #1.01C: SELECT FOUNDATION MATERIAL (FM)					
539541	311 - 620900 -		2,121.27	342498	230384
ITEM #10.02A: CONSTRUCTION LAYOUT FOR PROJECTS UP TO \$100,000.00					
539541	311 - 620900 -		2,226.47	342498	230384
ITEM #1.08C: PIPE REMOVAL (25"-36") NOMINAL SIZE					
539541	311 - 620900 -		4,751.61	342498	230384
ITEM #8.02: SOLID SODDING					
539541	311 - 620900 -		5,091.01	342498	230384
ITEM #9.09B: CONNECTION OF PIPE TO EXISTING STRUCTURE (21"-36" I.D.)					
539541	311 - 620900 -		17,676.00	342498	230384
ITEM #5.01K: 30" REINFORCED CONCRETE PIPE (0'-6')					
# of Claims			18	Vendor Payment Total	41,076.00
DPC ENTERPRISES LP					
539573	815 - 613700 -		512.62	342530	230476
AS PER BID GROUP N1 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR FY 2023 (EST PERIOD NOV 2022 - SEPT 2023) - 150 LB CHLORINE CYLINDERS (USED TO TREAT CITY WATER)					
539575	815 - 613700 -		640.78	342532	230476
AS PER BID GROUP N1 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR FY 2023 (EST PERIOD NOV 2022 - SEPT 2023) - 150 LB CHLORINE CYLINDERS (USED TO TREAT CITY WATER)					
539577	815 - 613700 -		640.78	342534	230476
AS PER BID GROUP N1 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR FY 2023 (EST PERIOD NOV 2022 - SEPT 2023) - 150 LB CHLORINE CYLINDERS (USED TO TREAT CITY WATER)					
539579	815 - 613700 -		640.78	342536	230476

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
AS PER BID GROUP N1 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR FY 2023 (EST PERIOD NOV 2022 - SEPT 2023) - 150 LB CHLORINE CYLINDERS (USED TO TREAT CITY WATER)					
539581	815 - 613700 -		768.93	342538	230476
AS PER BID GROUP N1 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR FY 2023 (EST PERIOD NOV 2022 - SEPT 2023) - 150 LB CHLORINE CYLINDERS (USED TO TREAT CITY WATER)					
539582	815 - 613700 -		512.62	342539	230476
AS PER BID GROUP N1 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR FY 2023 (EST PERIOD NOV 2022 - SEPT 2023) - 150 LB CHLORINE CYLINDERS (USED TO TREAT CITY WATER)					
539583	815 - 613700 -		384.47	342540	230476
AS PER BID GROUP N1 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR FY 2023 (EST PERIOD NOV 2022 - SEPT 2023) - 150 LB CHLORINE CYLINDERS (USED TO TREAT CITY WATER)					
539584	815 - 613700 -		512.62	342541	230476
AS PER BID GROUP N1 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR FY 2023 (EST PERIOD NOV 2022 - SEPT 2023) - 150 LB CHLORINE CYLINDERS (USED TO TREAT CITY WATER)					
539586	815 - 613700 -		897.09	342543	230476
AS PER BID GROUP N1 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR FY 2023 (EST PERIOD NOV 2022 - SEPT 2023) - 150 LB CHLORINE CYLINDERS (USED TO TREAT CITY WATER)					
# of Claims		9	Vendor Payment Total		5,510.69
DUKES DUKES KEATING & FANECA ATTY					
539617	915 - 621300 -		2,891.15	342573	230260
AS PER COUNCIL APPROVAL 10/19/2021 LEGAL FEES FOR WORKMANS COMP CLAIMS					
539620	915 - 621300 -		199.20	342576	230260
AS PER COUNCIL APPROVAL 10/19/2021 LEGAL FEES FOR WORKMANS COMP CLAIMS					
# of Claims		2	Vendor Payment Total		3,090.35
F. B. RUSTY WALKER					
539413	115 - 626900 -		15.66	342373	MANUAL
# of Claims		1	Vendor Payment Total		15.66
FASTENAL					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
539423	815 - 610700 -		50.58	342383	MANUAL
# of Claims			1	Vendor Payment Total	50.58
FEDEX					
539630	290 - 625700 -		9.72	342586	MANUAL
539631	290 - 625700 -		9.72	342587	MANUAL
# of Claims			2	Vendor Payment Total	19.44
FERGUSON US HOLDINGS, INC.					
539425	815 - 616700 -		117.40	342385	MANUAL
539512	815 - 616700 -		4,634.00	342469	228550
FOR COLTON PETERMAN -- ITEM #EH101: WATER SAMPLING STATION W/ 3' DEPTH					
539521	815 - 616700 -		916.00	342478	228335
JOINT CONNECTIONS SECTION, ITEM 22: 2" COUPLING, METER FL-FPT W/ GASKETS					
539522	815 - 616700 -		706.64	342479	228335
JOINT CONNECTIONS SECTION, ITEM 5: 3/4" COUPLING, MPT-PVC PACKED JOINT					
539587	815 - 616700 -		46.24	342544	230512
BLANKET PO FOR VARIOUS OPERATING SUPPLIES/PARTS TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)					
539587	825 - 616100 -		46.24	342544	230512
BLANKET PO FOR VARIOUS OPERATING SUPPLIES/PARTS TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)					
539590	815 - 616700 -		44.19	342546	230512
BLANKET PO FOR VARIOUS OPERATING SUPPLIES/PARTS TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)					
539590	825 - 616100 -		44.20	342546	230512
BLANKET PO FOR VARIOUS OPERATING SUPPLIES/PARTS TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)					
539591	815 - 616700 -		266.70	342547	230512

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
BLANKET PO FOR VARIOUS OPERATING SUPPLIES/PARTS TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)					
539591	825 - 616100 -		266.70	342547	230512
BLANKET PO FOR VARIOUS OPERATING SUPPLIES/PARTS TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)					
539592	815 - 616700 -		37.66	342548	230512
BLANKET PO FOR VARIOUS OPERATING SUPPLIES/PARTS TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)					
539592	825 - 616100 -		37.66	342548	230512
BLANKET PO FOR VARIOUS OPERATING SUPPLIES/PARTS TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)					
539604	815 - 616700 -		1,466.80	342560	227270
LINE 1 NOT ON BID -- 2" X 1"CC SERVICE SADDLE					
# of Claims			13	Vendor Payment Total	8,630.43
FLEETCOR TECHNOLOGIES					
539704	213 - 614000 -		10,116.19	342660	MANUAL
539705	213 - 614000 -		8,340.32	342661	MANUAL
539706	411 - 614000 -		45.81	342662	MANUAL
539707	411 - 614000 -		137.59	342663	MANUAL
539708	411 - 614000 -		57.80	342664	MANUAL
539709	311 - 614000 -		318.11	342665	MANUAL
539710	311 - 614000 -		232.65	342666	MANUAL
539711	445 - 614000 -		37.27	342667	MANUAL
539712	150 - 614000 -		62.61	342668	MANUAL
539713	311 - 614000 -		297.85	342669	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
539714	311 - 614000 -		299.61	342670	MANUAL
539715	290 - 614000 -		3,034.06	342671	MANUAL
539716	290 - 614000 -		2,144.13	342672	MANUAL
539717	411 - 614000 -		97.01	342673	MANUAL
539718	411 - 614000 -		22.40	342674	MANUAL
539719	611 - 614000 -		368.84	342675	MANUAL
539720	611 - 614000 -		69.54	342676	MANUAL
539721	411 - 614000 -		39.46	342677	MANUAL
539722	411 - 614000 -		85.99	342678	MANUAL
539723	411 - 614000 -		588.57	342679	MANUAL
539724	411 - 614000 -		234.16	342680	MANUAL
# of Claims			21	Vendor Payment Total	26,629.97
FRASIERS NURSERY INC					
539509	815 - 614300 -		180.00	342466	230217
FOR 15061 S WHITE SWAN DR -- SOD, CENTIPEDE (500SF)					
539510	815 - 614300 -		210.00	342467	230301
FOR 149 BRENTWOOD ST (W PARKER) -- SOD, ST. AUGUSTINE - 450 SQ FT/PALLET					
# of Claims			2	Vendor Payment Total	390.00

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
GABRIEL M SHABAZZ					
539361	215 - 625500 -		125.00	342320	230524
0908N-05-001.063, TUCKER THOMAS W & RICHARD LE, LOT CLEAN UP, AWARDED 11-08-2022, CC, CASE: 10154					
539362	215 - 625500 -		80.00	342321	230524
0911C-01-134.000, BRAZORIA COUNTY ALERTNATIVE ACADEMY, LOT CLEAN UP, AWARDED 11-08-2022, CC, CASE: 9959					
539363	215 - 625500 -		85.00	342322	230524
0811E-02-012.000, ROBINSON MARIA ELEANOR RAMOSE, LOT CLEAN UP, AWARDED 11-08-2022, CC, CASE: 10240					
539364	215 - 625500 -		80.00	342323	230524
0910I-02-046.000, STATE OF MISS-SECRETARY OF STATE, LOT CLEAN UP, AWARDED 11-08-2022, CC, CASE: 10376					
# of Claims		4	Vendor Payment Total	370.00	
GALLS LLC					
539383	213 - 612500 -		1,471.96	342342	230184
BLANKET PURCHASE ORDER, FOR MISCELLANEOUS POLICE GEAR AND UNIFORMS					
# of Claims		1	Vendor Payment Total	1,471.96	
GIBSON MAINTENANCE, LLC					
539615	447 - 620900 -		560.00	342571	230539
INSTALLATION OF SILHOUTTES - 2 MEN 7 HOURS @ \$40 PMPH					
539615	447 - 620900 -		3,650.00	342571	230539
LABOR TO INSTALL WALLS AT AMPHITHEATER 4.01B INSTALLATION OF EXTERIOR WALLS 730 SF @ \$5 SF					
# of Claims		2	Vendor Payment Total	4,210.00	
GLOBE MANUFACTURING LLC					
539728	290 - 612500 -		43.10	342684	230331

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
FIRE PROTECTIVE GEAR CLEANING / REPAIRS UNDER RGA 101922KM5 SERIAL NUMBER 5156086					
UPS TAG					
539728	290 - 612500 -		50.85	342684	230331
FIRE PROTECTIVE GEAR CLEANING / REPAIRS UNDER RGA 101922KM5 SERIAL NUMBER 6102068					
REINFORCE POCKET 1 AREA					
539728	290 - 612500 -		54.35	342684	230331
FIRE PROTECTIVE GEAR CLEANING / REPAIRS UNDER RGA 101922KM5 SERIAL NUMBER					
61020748 REPLACE CUFFS					
539728	290 - 612500 -		98.92	342684	230331
FIRE PROTECTIVE GEAR CLEANING / REPAIRS UNDER RGA 101922KM5 SERIAL NUMBER 5739126					
DARN POCKET 1 AREA, REINFORCE SHELL 1 AREA, DARN SHELL 3 AREAS					
539728	290 - 612500 -		149.20	342684	230331
FIRE PROTECTIVE GEAR CLEANING / REPAIRS UNDER RGA 101922KM5 SERIAL NUMBER					
51560875 REPLACE VELCRO AND GREY NOMEX HOOD, REINFORCE SHELL 1 AREA					
# of Claims			5	Vendor Payment Total	396.42
GOODYEAR CORPORATE #2728					
539390	213 - 611300 -		30.00	342349	230317
ITEM# 046179000 / STATE TIRE FEE					
539390	213 - 611300 -		3,750.00	342349	230317
ITEM# 732312500 / P225/60R18 99W SL EAG RS-A VSRPTL (QUOTE 2965)					
# of Claims			2	Vendor Payment Total	3,780.00
GREENPOINT AG HOLDINGS, LLC					
539660	411 - 610700 -		1,898.25	342616	230587
SPECTICLE FLO NEW (AGENCY) 2X1 GAL					
CHEMICALS FOR SPORTSPLEX					
539660	411 - 610700 -		2,697.00	342616	230587
REVOLVER (AGENCY) 4X87 OZ					
CHEMICALS FOR SPORTSPLEX					
# of Claims			2	Vendor Payment Total	4,595.25

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
GULF COAST BUSINESS SUPPLY CO					
539489	135 - 610700 -		122.83	342446	230579
DUAL MONITOR FOR 27" MONITORS, 360 DEGREE ROTATION, 90DEGREE TILT, BLACK; ITEM#					
MMMMM200B					
539504	145 - 610700 -		112.15	342461	230574
ITEM# SHREL1197PIII, SHARP EL-1197PIII 12 DIGIT COMMERCIAL PRINTER CALCULATOR- DUAL					
COLOR PRINT - 4.3 LPS - CALENDAR, CLOCK, ITEM COUNT, DOUBLE ZERO - 12 DIGITS FLUORE					
539835	611 - 610400 -		548.20	342791	230631
VER99810: CLASSIC USB 2.0 FLASH DRIVE, 16GB, BLUE, 5/PACK					
# of Claims			3	Vendor Payment Total	783.18
GULF COAST SMALL ENGINE REPAIR					
539652	411 - 611300 -		182.00	342608	230121
OPEN P/O FOR MOWER, BLOWER, WEED EATER ETC REPAIRS					
539653	411 - 611300 -		130.00	342609	230121
OPEN P/O FOR MOWER, BLOWER, WEED EATER ETC REPAIRS					
# of Claims			2	Vendor Payment Total	312.00
GULF COAST SOLUTIONS LLC					
539476	345 - 640100 - 04000		57,688.20	342434	229134
AS PER COUNCIL APPROVAL 6/21/2022 -- GULFPORT BOAT LAUNCH IMPROVEMENTS AT					
GULFPORT LAKE AND COURTHOUSE ROAD					
# of Claims			1	Vendor Payment Total	57,688.20
HANCOCK BANK/WHITNEY BANK					
539627	835 - 650400 -		137,725.00	342583	MANUAL
539627	701 - 650400 -		157,400.00	342583	MANUAL
539686	701 - 650400 -		21,791.25	342642	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
539686	701 - 651400 -		70,354.40	342642	MANUAL
# of Claims			4	Vendor Payment Total	387,270.65
HARRISON COUNTY EMERGENCY					
539404	145 - 620900 -		15.51	342364	MANUAL
539404	125 - 620900 -		31.02	342364	MANUAL
539404	811 - 620900 -		72.38	342364	MANUAL
# of Claims			3	Vendor Payment Total	118.91
HARRISON COUNTY SHERIFF					
539448	213 - 623500 -		35,496.84	342407	MANUAL
# of Claims			1	Vendor Payment Total	35,496.84
HARRISON COUNTY UTILITY AUTHORITY					
539459	845 - 627500 -		550,604.00	342418	230577
WASTEWATER TREATMENT AND WATER SERVICE FOR FY 2023 - DECEMBER 2022 - SEPTEMBER 2023 (EST)					
# of Claims			1	Vendor Payment Total	550,604.00
HAVARD PEST CONTROL					
539432	825 - 620900 -		75.00	342392	MANUAL
539433	825 - 620900 -		175.00	342393	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
539440	311 - 620900 -		90.00	342400	MANUAL
539441	311 - 620900 -		45.00	342401	MANUAL
539449	213 - 626001 -		80.00	342408	MANUAL
539473	611 - 620900 -		16.66	342431	MANUAL
539685	415 - 620900 -		2,495.00	342641	230531
SENTRICON BAITING SYSTEM					
# of Claims		7	Vendor Payment Total	2,976.66	
HAVEN DOCK & MARINE, LLC					
539656	445 - 610700 -		993.80	342612	230248
CLEATS 12" ALUMINUM FOR MARINA					
539656	445 - 610700 -		2,372.04	342612	230248
LADDER 7 STEP FOR MARINA					
# of Claims		2	Vendor Payment Total	3,365.84	
HOME DEPOT CREDIT SERVICE					
539352	145 - 630100 - 22030		15.56	342311	230106
MISCELLANEOUS PARTS					
539353	145 - 630100 - 22030		22.97	342312	230106
MISCELLANEOUS PARTS					
539354	145 - 630100 - 22030		109.29	342313	230106
MISCELLANEOUS PARTS					
539667	447 - 612200 -		1,204.08	342623	230520
OPEN P/O FOR SUPPLIES FOR HARBOR LIGHTS					
539693	145 - 630100 - 22030		76.36	342649	230106
MISCELLANEOUS PARTS					
539842	411 - 610700 -		68.12	342798	230103
SUPPLIES FOR LEISURE SERVICES					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	6	Vendor Payment Total	1,496.38	
ISI WATER COMPANY					
539846	811 - 620900 -		11,103.03	342802	MANUAL
539847	811 - 620900 -		38,939.64	342803	MANUAL
539848	811 - 620900 -		12,110.19	342804	MANUAL
	# of Claims	3	Vendor Payment Total	62,152.86	
ITSAVVY LLC					
539697	150 - 630400 -		6,363.70	342653	230391
HPE 3TB SAS 6GB 7.2K HARD DRIVES					
	# of Claims	1	Vendor Payment Total	6,363.70	
JERRY'S LAWNMOWER SALES & SVC INC					
539665	290 - 612200 -		166.09	342621	MANUAL
	# of Claims	1	Vendor Payment Total	166.09	
JESS TRAINA					
539368	155 - 622300 -		25.00	342327	230522
TUITION REIMBURSEMENT JESS TRAINA COURSE FEE					
539368	155 - 622300 -		661.50	342327	230522
TUITION REIMBURSEMENT JESS TRAINA ENVIRONMENTAL TECHNOLOGY GRADES "A"					
	# of Claims	2	Vendor Payment Total	686.50	

Vendor

Vendor	Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
	Item Description					
JESSICA VERSIGA						
539484	145 - 626900 -			276.00	342441	MANUAL
	# of Claims	1	Vendor Payment Total	276.00		
JOHN M MCGUFFEE						
539426	815 - 620900 -			375.00	342386	MANUAL
	# of Claims	1	Vendor Payment Total	375.00		
JOHN MCADAMS, CHANCERY CLERK						
539446	311 - 620900 -			52.00	342405	MANUAL
539446	825 - 620900 -			52.00	342405	MANUAL
539446	365 - 640300 - 02807			53.00	342405	MANUAL
	# of Claims	3	Vendor Payment Total	157.00		
JUSTIN N DICKERSON						
539454	290 - 622300 -			40.00	342413	MANUAL
	# of Claims	1	Vendor Payment Total	40.00		
KEYSTONE AUTOMOTIVE						
539391	213 - 611300 -			815.75	342350	230117
	# of Claims	1	Vendor Payment Total	815.75		

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
LAND SHAPER INC					
539511	815 - 614300 -		44,800.00	342468	230437
AS PER BIDS RECEIVED 11/3/2022 - RESTOCK INVENTORY - LIMESTONE #610 (DELIVERED)					
539540	825 - 614300 -		4,125.00	342497	230516
AS PER BID GROUP C APPROVED BY COUNCIL 12/8/2020 -- LINE 1 TO BE DELIVERED TO DEDEAUX ROAD COMMUNITY CENTER -- FILL SAND (DRY)					
539540	825 - 614300 -		6,902.50	342497	230516
LINE 2 - RESTOCK -- DELIVER TO INVENTORY YARD 4051 HEWES AVE -- FILL SAND (DRY)					
# of Claims		3	Vendor Payment Total	55,827.50	
LESLIE SLADE					
539392	213 - 611300 -		100.00	342351	230108
BLANKET PURCHASE ORDER TO TINT WINDOWS ON POLICE VEHICLES					
539393	213 - 611300 -		100.00	342352	230108
BLANKET PURCHASE ORDER TO TINT WINDOWS ON POLICE VEHICLES					
539394	213 - 611300 -		100.00	342353	230108
BLANKET PURCHASE ORDER TO TINT WINDOWS ON POLICE VEHICLES					
# of Claims		3	Vendor Payment Total	300.00	
LILLIE MONROE					
539544	215 - 625500 -		274.00	342501	230526
0810N-01-097.000, D S LADNER HOLDINGS LLC, LOT CLEAN UP, AWARDED 11-08-2022, CC, CASE: 10416					
# of Claims		1	Vendor Payment Total	274.00	
LMR HARDWARE					
539600	315 - 610700 -		15.98	342556	230583
BLANKET PO FOR VARIOUS SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS (EMERGENCIES OR SMALL PURCHASES ONLY) -- FOR FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
539600	311 - 610700 -		23.97	342556	230583
BLANKET PO FOR VARIOUS SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS (EMERGENCIES OR SMALL PURCHASES ONLY) -- FOR FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)					
		# of Claims	2	Vendor Payment Total	39.95
LOWES OF GULFPORT MS 466					
539342	290 - 610700 -		63.36	342301	230019
BLANKET PURCHASE ORDER FOR MINOR PARTS AND MATERIALS					
539370	215 - 610700 -		18.78	342329	230576
BLANKET PO FOR CODE ENFORCEMENT SUPPLIES					
539387	213 - 611000 -		11.11	342346	230099
BLANKET PO FOR MISCELLANEOUS SUPPLIES FOR PD AND SHOP					
539387	213 - 611300 -		11.11	342346	230099
BLANKET PO FOR MISCELLANEOUS SUPPLIES FOR PD AND SHOP					
539508	290 - 610700 -		128.24	342465	230019
BLANKET PURCHASE ORDER FOR MINOR PARTS AND MATERIALS					
539525	311 - 610700 -		1,016.17	342482	230455
RESTOCK INVENTORY -- 2" X 4" X 8' LUMBER (UNTREATED)					
539525	311 - 610700 -		2,823.49	342482	230455
3/4" X 4' X 8' PLYWOOD, EXTERIOR GRADE, NON TREATED					
539526	825 - 614300 -		578.34	342483	230411
RESTOCK INVENTORY -- ITEM #QUI-80, 10385 -- 80-LB CONCRETE MIX, 4000PSI, 1101-80, QUIKRETE (3 PALLETS)					
539527	315 - 610700 -		12.38	342484	230499
ITEM #412117, KBLT 100FT STEEL TAPE					
539527	315 - 610700 -		13.30	342484	230499
ITEM #78397: KW SC ENTRY KNOB TYLO					
539527	315 - 610700 -		13.30	342484	230499
ITEM #412115:KBLT 100FT FIBERGLASS TAPE					
539527	315 - 610700 -		14.13	342484	230499
ITEM #1048647: CM 75CT UTILITY BLADES					
539527	315 - 610700 -		14.43	342484	230499
ITEM #126394: 5-GAL PAINT STRAINER 2-CT					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
539527	315 - 610700 -		16.62	342484	230499
ITEM #350008: WNR 3-IN STIFF PUTTY KNIFE					
539527	315 - 610700 -		18.30	342484	230499
ITEM #99798: LNX 24-TPI 44-7/8-INCH PORTABAND BLADE					
539527	315 - 610700 -		19.93	342484	230499
ITEM #150336: IRWIN 2.5LB BOX OF RED CHALK					
539527	315 - 610700 -		20.79	342484	230499
ITEM #294564:LNX 9-PC GEN PURPOSE RECIP KIT					
539527	315 - 610700 -		24.92	342484	230499
ITEM #759893:KBLT FOLDING SAE HEX KEY SET					
539527	315 - 610700 -		24.94	342484	230499
STOCK -- ITEM #188105: SRA-BIL 32OZ FUEL STABILIZER					
539527	315 - 610700 -		26.17	342484	230499
ITEM #135608: BUTT SPLICES 16-14AWG 75-CT					
539527	315 - 610700 -		26.57	342484	230499
ITEM #849285: JOHNSON 24-INCH ABS I-BEAM LEVEL					
539527	315 - 610700 -		29.12	342484	230499
ITEM #4661832: CM SD BI-MAT 12-PC SET					
539527	315 - 610700 -		32.41	342484	230499
ITEM #1080981: 2 PIECE DEMOLITION SET					
539527	315 - 610700 -		33.26	342484	230499
ITEM #420263: KB 4LB BLACKSMITHS FG					
539527	315 - 610700 -		34.91	342484	230499
ITEM #509270: PL 24 PACK TERRY TOWELS					
539527	315 - 610700 -		38.26	342484	230499
ITEM #464624: KOBALT 3-PC ADJUSTABLE WRENCH					
539527	315 - 610700 -		49.51	342484	230499
ITEM #2503252, LFKN SHCKFRCE 35 FT TAPE					
539527	315 - 610700 -		53.24	342484	230499
ITEM #863588: KOBALT DIGGING SHOVEL					
539527	315 - 610700 -		54.02	342484	230499
ITEM #2694741: UNIBIT 3-PC STEP BIT SET					
539527	315 - 610700 -		54.91	342484	230499
ITEM #863597: KOBALT TRANSFER SHOVEL					
539527	315 - 610700 -		58.24	342484	230499

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
ITEM #1528465: CM PROREACH 1.25X35FT					
539527	315 - 610700 -		58.24	342484	230499
ITEM #2808874: 14FT 1500LB CRBNRTCHT TD4PACK					
539527	315 - 610700 -		59.88	342484	230499
ITEM #129078: 50-LB SWEEPING COMPOUND					
539527	315 - 610700 -		66.56	342484	230499
ITEM #757004: BLACK 11 INCH CABLE TIES (500/PACK)					
539527	315 - 610700 -		82.36	342484	230499
ITEM #1478687: CORONA COMFORTGEL HEDGE SHEAR					
539527	315 - 610700 -		99.79	342484	230499
ITEM #4141478: CORONA DUALLINK METALPRO LOPPER					
539527	315 - 610700 -		133.15	342484	230499
ITEM #93675: CORONA 16-FT EXT TREE POLE SAW					
539654	447 - 612200 -		89.68	342610	230590
OPEN P/O FOR SUPPLIES FOR HARBOR LIGHTS SHOW					
539655	447 - 612200 -		151.84	342611	230590
OPEN P/O FOR SUPPLIES FOR HARBOR LIGHTS SHOW					
539661	447 - 610700 -		47.20	342617	230100
MISCELLANEOUS SUPPLIES FOR HARBOR LIGHTS					
539662	447 - 610700 -		346.05	342618	230100
MISCELLANEOUS SUPPLIES FOR HARBOR LIGHTS					
539663	447 - 610700 -		45.96	342619	230100
MISCELLANEOUS SUPPLIES FOR HARBOR LIGHTS					
539664	447 - 610700 -		155.15	342620	230100
MISCELLANEOUS SUPPLIES FOR HARBOR LIGHTS					
539666	447 - 610700 -		177.62	342622	230100
MISCELLANEOUS SUPPLIES FOR HARBOR LIGHTS					
539671	447 - 610700 -		226.50	342627	230403
OPEN P/O FOR BEAUTIFICATION FOR SUPPLIES					
539673	447 - 610700 -		17.07	342629	230403
OPEN P/O FOR BEAUTIFICATION FOR SUPPLIES					
539674	447 - 610700 -		505.39	342630	230403
OPEN P/O FOR BEAUTIFICATION FOR SUPPLIES					
539675	447 - 610700 -		292.20	342631	230403
OPEN P/O FOR BEAUTIFICATION FOR SUPPLIES					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
539676	447 - 610700 -		151.05	342632	230403
OPEN P/O FOR BEAUTIFICATION FOR SUPPLIES					
539678	447 - 612200 -		2,173.29	342634	230590
OPEN P/O FOR SUPPLIES FOR HARBOR LIGHTS SHOW					
539681	447 - 610700 -		235.55	342637	230519
OPEN P/O FOR SUPPLIES FOR HARBOR LIGHTS					
539682	447 - 610700 -		184.99	342638	230446
OPEN P/O FOR DECORATIONS FOR HARBOR LIGHTS					
539683	447 - 610700 -		1,618.78	342639	230446
OPEN P/O FOR DECORATIONS FOR HARBOR LIGHTS					
539684	447 - 610700 -		29.42	342640	230446
OPEN P/O FOR DECORATIONS FOR HARBOR LIGHTS					
539688	145 - 630100 - 22030		104.46	342644	230105
MISCELLANEOUS PARTS					
539689	145 - 630100 - 22030		426.55	342645	230105
MISCELLANEOUS PARTS					
539690	145 - 630100 - 22030		121.91	342646	230105
MISCELLANEOUS PARTS					
539691	145 - 630100 - 22030		20.44	342647	230105
MISCELLANEOUS PARTS					
539692	145 - 630100 - 22030		3.03	342648	230105
MISCELLANEOUS PARTS					
539725	290 - 610700 -		-113.96	342681	230019
539726	290 - 610700 -		43.60	342682	230019
BLANKET PURCHASE ORDER FOR MINOR PARTS AND MATERIALS					
539727	290 - 610700 -		45.52	342683	230019
BLANKET PURCHASE ORDER FOR MINOR PARTS AND MATERIALS					
539841	411 - 610700 -		141.49	342797	230058
MISCELLANEOUS SUPPLIES					
# of Claims			63	Vendor Payment Total	13,075.02
M J DONOVAN ENTERPRISES					
539377	213 - 611300 -		210.00	342336	230344

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
BLANKET PUCHASE ORDER FOR VEHICLE DECALS ON POLICE VEHICLES					
539378	213 - 611300 -		180.00	342337	230344
BLANKET PUCHASE ORDER FOR VEHICLE DECALS ON POLICE VEHICLES					
	# of Claims	2	Vendor Payment Total	390.00	
MAGNOLIA PRINTING CO INC					
539611	447 - 610700 -		645.98	342567	230589
OPEN P/O FOR COMP TICKETS FOR HARBOR LIGHTS					
	# of Claims	1	Vendor Payment Total	645.98	
MANDAL CHYRSLER DODGE JEEP RAM					
539375	213 - 611300 -		479.25	342334	230112
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
539376	213 - 611300 -		40.06	342335	230112
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
	# of Claims	2	Vendor Payment Total	519.31	
MEDICAL ANALYSIS LLC					
539621	911 - 622100 -		19,400.00	342577	230261
AS PER COUNCIL APPROVAL 4/7/2020, WELLNESS EMPLOYEE CLINIC FY2023					
	# of Claims	1	Vendor Payment Total	19,400.00	
MICRO METHODS INC					
539593	815 - 620900 -		60.00	342549	230504
BLANKET PO FOR TESTING OF WATER SAMPLES TO BE USED DURING THE MONTHS OF NOV 2022 - JAN 2023 (EST)					
539594	815 - 620900 -		168.00	342550	230504
BLANKET PO FOR TESTING OF WATER SAMPLES TO BE USED DURING THE MONTHS OF NOV 2022 - JAN 2023 (EST)					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
539595	815 - 620900 -		112.00	342551	230504
BLANKET PO FOR TESTING OF WATER SAMPLES TO BE USED DURING THE MONTHS OF NOV 2022 - JAN 2023 (EST)					
		# of Claims	3	Vendor Payment Total	340.00
MID SOUTH UNIFORM & SUPPLY INC					
539699	290 - 612500 -		24.90	342655	230271
BLANKET PURHCASE ORDER					
539701	290 - 612500 -		72.00	342657	230271
BLANKET PURHCASE ORDER					
539702	290 - 612500 -		160.00	342658	230271
BLANKET PURHCASE ORDER					
		# of Claims	3	Vendor Payment Total	256.90
MISSISSIPPI 811 INC					
539442	815 - 620900 -		38,463.87	342402	MANUAL
		# of Claims	1	Vendor Payment Total	38,463.87
MISSISSIPPI DEPT OF REVENUE					
539462	213 - 624500 -		12.00	342420	MANUAL
		# of Claims	1	Vendor Payment Total	12.00
MISSISSIPPI MUNICIPAL ATTORNEYS ASSOCIATION					
539633	135 - 621900 -		75.00	342589	MANUAL
539633	135 - 626900 -		400.00	342589	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	2	Vendor Payment Total	475.00	
MISSISSIPPI SELECT HEALTH CARE LLC					
539638	150 - 601300 -		3.00	342594	MANUAL
539638	313 - 601300 -		3.00	342594	MANUAL
539638	445 - 601300 -		3.00	342594	MANUAL
539638	511 - 601300 -		3.00	342594	MANUAL
539638	611 - 601300 -		3.00	342594	MANUAL
539638	811 - 601300 -		3.00	342594	MANUAL
539638	325 - 601300 -		6.00	342594	MANUAL
539638	125 - 601300 -		12.00	342594	MANUAL
539638	135 - 601300 -		12.00	342594	MANUAL
539638	145 - 601300 -		15.00	342594	MANUAL
539638	411 - 601300 -		15.00	342594	MANUAL
539638	115 - 601300 -		18.00	342594	MANUAL
539638	290 - 601300 -		54.00	342594	MANUAL
539638	213 - 601300 -		78.00	342594	MANUAL
539639	150 - 601300 -		3.00	342595	MANUAL
539639	313 - 601300 -		3.00	342595	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
539639	445 - 601300 -		3.00	342595	MANUAL
539639	511 - 601300 -		3.00	342595	MANUAL
539639	611 - 601300 -		3.00	342595	MANUAL
539639	811 - 601300 -		3.00	342595	MANUAL
539639	325 - 601300 -		6.00	342595	MANUAL
539639	135 - 601300 -		12.00	342595	MANUAL
539639	125 - 601300 -		15.00	342595	MANUAL
539639	145 - 601300 -		15.00	342595	MANUAL
539639	411 - 601300 -		15.00	342595	MANUAL
539639	115 - 601300 -		18.00	342595	MANUAL
539639	290 - 601300 -		51.00	342595	MANUAL
539639	213 - 601300 -		84.00	342595	MANUAL
539700	150 - 601300 -		3.00	342656	MANUAL
539700	313 - 601300 -		3.00	342656	MANUAL
539700	445 - 601300 -		3.00	342656	MANUAL
539700	511 - 601300 -		3.00	342656	MANUAL
539700	611 - 601300 -		3.00	342656	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
539700	811 - 601300 -		3.00	342656	MANUAL
539700	325 - 601300 -		6.00	342656	MANUAL
539700	125 - 601300 -		12.00	342656	MANUAL
539700	135 - 601300 -		12.00	342656	MANUAL
539700	145 - 601300 -		15.00	342656	MANUAL
539700	411 - 601300 -		15.00	342656	MANUAL
539700	115 - 601300 -		18.00	342656	MANUAL
539700	290 - 601300 -		51.00	342656	MANUAL
539700	213 - 601300 -		78.00	342656	MANUAL

# of Claims	42	Vendor Payment Total	687.00
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MS GULF COAST COMMUNITY COLLEGE

539385	213 - 622300 -		700.00	342344	230529
REGISTRATION FOR FTO COURSE FOR OFFICERS A KERR, L BLOOM, D WASSMUTH AND A ASHCRAFT HELD AT MGCCC ON 11/09/22 TO 11-11/22 (1ST \$225, \$175 FOR EACH ADDITIONAL STUDENT)					

# of Claims	1	Vendor Payment Total	700.00
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MS POWER COMPANY

539799	411 - 626002 -		1,840.25	342755	MANUAL
539800	290 - 626002 -		861.26	342756	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
539801	325 - 625100 -		54.64	342757	MANUAL
539802	325 - 625100 -		33.59	342758	MANUAL
539803	213 - 626002 -		2,118.94	342759	MANUAL
539804	325 - 625100 -		87,578.71	342760	MANUAL
539805	290 - 626002 -		7,771.93	342761	MANUAL
539806	325 - 625100 -		8,090.23	342762	MANUAL
539807	411 - 626002 -		5,329.96	342763	MANUAL
539808	325 - 625100 -		847.29	342764	MANUAL
539809	290 - 626002 -		427.49	342765	MANUAL
539810	411 - 626002 -		423.43	342766	MANUAL
539811	325 - 625100 -		5,223.88	342767	MANUAL
539812	411 - 626002 -		9,169.12	342768	MANUAL
539813	825 - 626002 -		55.60	342769	MANUAL
539814	815 - 626002 -		9,903.51	342770	MANUAL
539815	825 - 626002 -		9,992.48	342771	MANUAL
539816	825 - 626002 -		10,011.97	342772	MANUAL
539817	815 - 626002 -		8,539.32	342773	MANUAL
539818	825 - 626002 -		12,217.09	342774	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
539824	825 - 626002 -		241.91	342780	MANUAL
539824	411 - 626002 -		431.14	342780	MANUAL
539830	145 - 626002 -		92.51	342786	MANUAL
# of Claims			23	Vendor Payment Total	181,256.25
NAACP GULFPORT BRANCH					
539696	115 - 627700 -		3,500.00	342652	230012
FY23 CONTRIBUTION APPROVED DURING FY23 BUDGET 9-12-22					
# of Claims			1	Vendor Payment Total	3,500.00
NATIONAL MUFFLER INC.					
539396	213 - 611300 -		450.00	342355	230347
06 LEXUS (175), 13 TAHOE (75), 14 CHARGER (100) AND 10 FORD F-350 (100) - QUOTE 10/26/22					
# of Claims			1	Vendor Payment Total	450.00
NECAISE LOCKSMITH SERVICE INC					
539490	290 - 612200 -		70.00	342447	230178
SERVICE CALL					
539490	290 - 612200 -		245.00	342447	230178
LABOR					
539490	290 - 612200 -		385.00	342447	230178
6100 36 626 YALE EXIT DEVICE					
539490	290 - 612200 -		742.00	342447	230178
SIMPLEX PANIC TRIM LOCKS FOR CENTRAL STATION UPSTAIRS					
539533	311 - 620900 -		8.23	342490	230378
DF86: DOOR EDGE PLATES					
539533	311 - 620900 -		24.69	342490	230378

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
14 INCH COVER PLATES					
539533	311 - 620900 -		57.62	342490	230378
SERVICE CALL FEE					
539533	311 - 620900 -		325.10	342490	230378
LABOR					
539533	311 - 620900 -		584.36	342490	230378
INSTALL SIMPLEX DOOR LOCK AT PW ADMIN OFFICE, RELOCATE EXISTING LOCK TO THE S/D AREA, REPAIR S/D DOOR -- LR101126D: SIMPLEX LOCK					
539694	415 - 624601 -		13.00	342650	230308
SUPPLIES					
# of Claims		10	Vendor Payment Total	2,455.00	
NEEL SCHAFFER INC					
539348	358 - 640200 - 05851		735.00	342307	198255
AS PER AS PER CITY COUNCIL APPROVAL ON 02-06-18; CE&I SERVICES FOR HWY 49 & 18TH STREET DRAINAGE PROJECT					
539350	365 - 640200 - 02807		3,177.10	342309	229261
AS APPROVED BY COUNCIL ON 2/18/2020, SA 6/10/21 AND SA 2 8/27/21					
REISSUED PO FROM PO 220342...INTERCONNECTING GULFPORT BUILD GRANT					
539350	364 - 640200 - 02807		12,708.41	342309	229261
AS APPROVED BY COUNCIL ON 2/18/2020, SA 6/10/21 AND SA 2 8/27/21					
REISSUED PO FROM PO 220342...INTERCONNECTING GULFPORT BUILD GRANT					
# of Claims		3	Vendor Payment Total	16,620.51	
NEWEDGE SERVICES LLC					
539505	815 - 620900 -		833.50	342462	226853
AS PER CONTRACT APPROVED BY COUNCIL 12/7/2021 -- CITYWORKS HOSTING SERVICES PROVIDED 1/6/2022-1/5/2023					
539505	825 - 620900 -		833.50	342462	226853
AS PER CONTRACT APPROVED BY COUNCIL 12/7/2021 -- CITYWORKS HOSTING SERVICES PROVIDED 1/6/2022-1/5/2023					
539505	811 - 620900 -		1,667.00	342462	226853

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
AS PER CONTRACT APPROVED BY COUNCIL 12/7/2021 -- CITYWORKS HOSTING SERVICES PROVIDED 1/6/2022-1/5/2023					
		# of Claims	3	Vendor Payment Total	3,334.00
NEXTRAQ LLC					
539430	815 - 610700 -		175.45	342390	MANUAL
539431	815 - 610700 -		175.45	342391	MANUAL
539597	815 - 620900 -		877.25	342553	230432
BLANKET PO FOR VEHICLE TRACKING SERVICES FOR FY 2023 (OCT 2022 - SEPT 2023)					
539597	825 - 620900 -		877.25	342553	230432
BLANKET PO FOR VEHICLE TRACKING SERVICES FOR FY 2023 (OCT 2022 - SEPT 2023)					
		# of Claims	4	Vendor Payment Total	2,105.40
NORLAB INC					
539532	815 - 610700 -		1,566.00	342489	230380
RESTOCK INVENTORY -- DYE, TRACING, YELLOW - GREEN (16 PER CASE)					
		# of Claims	1	Vendor Payment Total	1,566.00
NORMA JEAN SOROE					
539365	611 - 622100 -		374.53	342324	230154
ALL TRANSCRIPTS FROM PC MEETINGS, ZB MEETINGS AND/OR CITY COUNCIL MEETINGS					
		# of Claims	1	Vendor Payment Total	374.53
O REILLY AUTO PARTS					
539379	213 - 611300 -		11.99	342338	230101
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
539397	213 - 611300 -		64.18	342356	230101

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS 539398	213 - 611300 -		263.42	342357	230101
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS 539399	213 - 611300 -		69.99	342359	230101
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS 539400	213 - 611300 -		110.91	342360	230101
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS 539401	213 - 611300 -		66.22	342361	230101
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS 539486	213 - 611300 -		42.60	342443	230101
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS 539487	213 - 611300 -		4.41	342444	230101
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS 539491	290 - 611300 -		109.47	342448	230018
BLANKET PURCHASE ORDER FOR VEICLE MAINTENCE 539498	290 - 611300 -		92.98	342455	230018
BLANKET PURCHASE ORDER FOR VEICLE MAINTENCE 539730	290 - 611300 -		113.69	342686	230018
BLANKET PURCHASE ORDER FOR VEICLE MAINTENCE 539731	290 - 611300 -		-15.00	342687	230018
# of Claims			12	Vendor Payment Total	934.86
ONE TIME VENDOR COMMUNITY CENTERS					
539405	010 - 505800 - 41140		100.00	342365	MANUAL
539406	010 - 505800 - 41139		100.00	342366	MANUAL
539407	010 - 505800 - 41139		175.00	342367	MANUAL
539408	010 - 505800 - 41142		100.00	342368	MANUAL
539409	010 - 505800 - 41143		175.00	342369	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
539410	010 - 505800 - 41143		175.00	342370	MANUAL
539412	010 - 505800 - 41139		100.00	342372	MANUAL
# of Claims			7	Vendor Payment Total	925.00
ONE TIME VENDOR URBAN DEVELOPMENT					
539477	010 - 420400 -		100.00	342435	MANUAL
539478	010 - 420400 -		100.00	342436	MANUAL
# of Claims			2	Vendor Payment Total	200.00
OSBURN ASSOCIATES INC					
539538	315 - 615500 -		255.00	342495	230222
TRAFFIC JET 950ML INK BAG - MAGENTA					
539538	315 - 615500 -		272.88	342495	230222
998040 .5L FLUSH (CLEANER)					
539539	315 - 615500 -		516.00	342496	230222
OL1000 OVERLAY 48" X 50YDS ANTI GRAFFITI					
539539	315 - 615500 -		582.00	342496	230222
T-1500 SHEETING WHITE 48" X 50YDS					
539539	315 - 615500 -		726.00	342496	230222
T-6500 SHEETING WHITE 48" X 50YDS					
539539	315 - 615500 -		873.00	342496	230222
STOCK -- T-1500 SHEETING WHITE 36" X 50YDS					
# of Claims			6	Vendor Payment Total	3,224.88
PAYMENTUS CORPORATION					
539456	811 - 620900 -		210.00	342415	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	1	Vendor Payment Total	210.00	
PERFORMANCE TIRE & WHEEL INC #1					
539380	213 - 611300 -		352.00	342339	230098
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
539381	213 - 611300 -		1,312.00	342340	230098
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
539703	290 - 611300 -		42.50	342659	230605
FIRE TRUCK #15 TIRE REPAIR					
	# of Claims	3	Vendor Payment Total	1,706.50	
PHILLIPS BUILDING SUPPLY OF GPT INC					
539612	447 - 612200 -		223.68	342568	230518
LUMBER - 2X4-12 PREMIUM SPRUCE FOR HARBOR LIGHTS					
539612	447 - 612200 -		556.50	342568	230518
LUMBER - 2X4 PREMIUM SPRUCE STUD 116 5/8 FOR HARBOR LIGHTS					
	# of Claims	2	Vendor Payment Total	780.18	
RED WINGS BRANDS OF AMERICA, INC					
539529	325 - 612500 -		218.49	342486	230570
BOOTS FOR CURTIS THORNTON -- ITEM #2499, E2, 085					
	# of Claims	1	Vendor Payment Total	218.49	
ROCKING C TRUCK AND TRAILER					
539492	290 - 611300 -		11.06	342449	230588
POWER STEERING WHEEL SHOP SUPPLIES FOR ENGINE 2					
539492	290 - 611300 -		158.00	342449	230588
LABOR					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	2	Vendor Payment Total	169.06	
SAMUEL T BARKLEY					
539632	290 - 626900 -		92.00	342588	MANUAL
	# of Claims	1	Vendor Payment Total	92.00	
SCI INC.					
539618	103 - 630100 - 82591		82,564.66	342574	229406
AS PER COUNCIL APPROVAL 6/22/22 -- CONSTRUCTION SERVICES FOR THE DEBUYS ROAD PUMP STATION REPLACEMENT PROJECT					
539619	103 - 630100 - 82591		178,041.21	342575	229406
AS PER COUNCIL APPROVAL 6/22/22 -- CONSTRUCTION SERVICES FOR THE DEBUYS ROAD PUMP STATION REPLACEMENT PROJECT					
	# of Claims	2	Vendor Payment Total	260,605.87	
SEAN COUNTNEY					
539469	125 - 620900 -		237.50	342427	MANUAL
	# of Claims	1	Vendor Payment Total	237.50	
SIJ HOLDINGS, LLC					
539371	215 - 625500 -		96.50	342330	230324
JOURNALISTIC SERVICES TO INCLUDE PAGE CHARGES FOR PUBLICATION - CODE ENFORCEMENT					
539503	611 - 626100 -		21.36	342460	230157
NEWSPAPER AND PUBLICATION ADVERTISING					
539823	290 - 621900 -		466.95	342779	MANUAL
539833	611 - 626100 -		49.92	342789	230157

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
NEWSPAPER AND PUBLICATION ADVERTISING					
	# of Claims	4	Vendor Payment Total	634.73	
SOUTH MS BUSINESS MACHINES INC					
539626	411 - 620900 -		418.91	342582	MANUAL
539657	611 - 621700 -		130.68	342613	MANUAL
539668	115 - 621700 -		64.63	342624	MANUAL
539669	611 - 621700 -		472.85	342625	MANUAL
539670	115 - 621700 -		3.01	342626	MANUAL
539672	213 - 621700 -		151.03	342628	MANUAL
539672	145 - 621700 -		165.48	342628	MANUAL
539672	115 - 621700 -		168.99	342628	MANUAL
539672	290 - 621700 -		183.41	342628	MANUAL
539672	111 - 621700 -		235.73	342628	MANUAL
539672	155 - 621700 -		277.49	342628	MANUAL
539672	135 - 621700 -		295.35	342628	MANUAL
539672	411 - 621700 -		353.49	342628	MANUAL
539672	811 - 621700 -		362.96	342628	MANUAL
539672	611 - 621700 -		480.80	342628	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
539687	811 - 621700 -		110.10	342643	MANUAL
539687	445 - 621700 -		136.67	342643	MANUAL
539687	135 - 621700 -		200.87	342643	MANUAL
539687	313 - 621700 -		259.81	342643	MANUAL
539687	325 - 621700 -		268.11	342643	MANUAL
539687	611 - 621700 -		275.79	342643	MANUAL
539687	411 - 621700 -		306.41	342643	MANUAL
539687	145 - 621700 -		459.19	342643	MANUAL
539687	125 - 621700 -		649.07	342643	MANUAL
539687	213 - 621700 -		2,066.57	342643	MANUAL
539832	411 - 620900 -		202.97	342788	MANUAL
# of Claims			26	Vendor Payment Total	8,700.37
SOUTHERN EXTERIORS FENCE COMPANY					
539518	825 - 620900 -		138.00	342475	230280
AS PER BID GROUP P3 APPROVED BY COUNCIL 12/21/21 -- FENCE REPAIRS AT 250 EAST RAILROAD -- FURNISH AND INSTALL 6' SECTION OF 6' TALL POST					
539519	815 - 620900 -		57.00	342476	230279
AS PER BID GROUP P3 APPROVED BY COUNCIL 12/21/21 -- FENCE REPLMT DUE TO WATER MAIN REPAIR AT 149 BRENTWOOD BLVD -- REPLACE 3 LF OF 4' TALL GALVANIZED POST					
539519	815 - 620900 -		152.00	342476	230279
REPLACE 4' WALK THROUGH GATE FENCE					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	3	Vendor Payment Total	347.00	
SOUTHERN FIRE SPRINKLER					
539536	311 - 611000 -		480.00	342493	228740
FIRE ALARM MONITORING TEST (TO BE PERFORMED ANNUALLY)					
539537	311 - 611000 -		700.00	342494	228740
ONE TIME SETUP FEE AND CELLULAR COMMUNICATOR					
	# of Claims	2	Vendor Payment Total	1,180.00	
SOUTHERN PIPE & SUPPLY CO					
539535	815 - 617000 -		109,200.00	342492	228943
MASTER METER MADE CITY STANDARD 8/20/2019 -- RESTOCK INVENTORY -- ITEM					
#B12-A31-A15-0101A-1: METER, 5/8" X 3/4", BLMJ, BRZ, USG, ALLEGRO					
539606	815 - 617000 -		4,560.00	342563	229563
MASTER METER MADE CITY STANDARD BY COUNCIL 8/20/2019 -- RESTOCK INVENTORY -- ITEM					
#MMO301M1D09: 2" SS OCTAVE METER					
	# of Claims	2	Vendor Payment Total	113,760.00	
SOUTHERN PRINTING & SILK SCREENING					
539622	290 - 612500 -		214.50	342578	230022
1850 UNIFORM SHIRTS					
	# of Claims	1	Vendor Payment Total	214.50	
SOUTHERN TIRE MART LLC					
539494	290 - 611300 -		4.00	342451	230172
WASTE TIRE FEE					
539494	290 - 611300 -		14.00	342451	230172
210 TIRE DISPOSAL FEE					
539494	290 - 611300 -		15.90	342451	230172

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
250 VALVE STEMS					
539494	290 - 611300 -		76.00	342451	230172
135 BALANCE					
539494	290 - 611300 -		80.00	342451	230172
120 TIRE CHANGE					
539494	290 - 611300 -		1,156.00	342451	230172
315/80R22.5 TIRES					
539495	290 - 611300 -		8.00	342452	230236
WASTE TIRE FEE					
539495	290 - 611300 -		25.00	342452	230236
FUEL SURCHARGE					
539495	290 - 611300 -		28.00	342452	230236
TIRE DISPOSAL FEE					
539495	290 - 611300 -		31.80	342452	230236
VALVE STEMS					
539495	290 - 611300 -		85.00	342452	230236
SERVICE CALL					
539495	290 - 611300 -		160.00	342452	230236
TIRE CHANGE					
539495	290 - 611300 -		2,312.00	342452	230236
315/80R22.5 TIRES WO2500111822					
539496	290 - 611300 -		299.00	342453	230266
FRONT END ALIGNMENT WO 2500112271					
# of Claims			14	Vendor Payment Total	4,294.70
SPHERION STAFFING, LLC					
539640	811 - 620900 -		463.05	342596	MANUAL
539641	811 - 620900 -		504.21	342597	MANUAL
# of Claims			2	Vendor Payment Total	967.26

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
STUART C IRBY CO					
539514	325 - 625100 -		38,525.03	342471	227859
AS PER REVERSE AUCTION AWARD APPROVED BY COUNCIL 3/22/2022 -- REPLACE POLES/FIXTURES ON HWY 90, HWY 49 S OF 22ND AVE AND AIRPORT RD					
# of Claims		1	Vendor Payment Total	38,525.03	
SUDDEN SERVICE INC					
539434	825 - 610700 -		1,566.12	342394	MANUAL
# of Claims		1	Vendor Payment Total	1,566.12	
SUN COAST BUSINESS SUPPLY INC					
539351	415 - 610400 -		69.99	342310	230473
ITEM# TRKTJ0922A BATHROOM TISSUE					
539351	415 - 610400 -		89.80	342310	230473
ITEM# UNV21200 COPY PAPER					
539351	415 - 610400 -		117.33	342310	230473
ITEM# TRKRB100002					
539351	415 - 610400 -		148.42	342310	230473
ITEM# DVO100907877 HAND SOAP					
539358	145 - 624200 -		81.20	342317	230575
DEPOSIT BAG, PLASTIC, 9 X 12, CLEAR, 100/PACK					
539388	213 - 610100 -		23.16	342347	230428
ITEM# SCB-SADDLE24C / 24OZ COTTON WHITE SADDLE MOP HEAD (QUOTE 11/02/22)					
539388	213 - 610100 -		82.56	342347	230428
ITEM# CHA-5196 / FOAMING DISINFECTANT CLEANING SPRAY 12/CS					
539388	213 - 610100 -		96.24	342347	230428
ITEM# COL-GAT60XH / 38X58 BLACK LOW DENSITY CAN LINERS, 100/CS					
539388	213 - 610100 -		117.78	342347	230428
ITEM# COL-ST39 / 33X39 WHITE LOW DENSITY CAN LINERS 150/CS					
539388	213 - 610100 -		666.80	342347	230428
ITEM# KCC07827 / WHITE JAR TISSUE 2 PLY 3.7X 2000, 6/CS					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
539388	213 - 610100 -		845.76	342347	230428
ITEM# KCC01080 8" WHITE ROLL TOWELS 12/CS					
539488	135 - 610400 -		2.73	342445	230581
ENERGEL RTX GEL PEN, RETRACTABLE, MEDIUM 0.7MM, BLUE INK, BLUE/GRAY BARREL					
539488	135 - 610400 -		3.28	342445	230581
STANDARD PUSH PINS, PLASTIC, CLEAR, 0.44, 200/PK; ITEM# UBR658U0824					
539488	135 - 610400 -		15.03	342445	230581
CLEAR FRONT VINYL REPORT COVER, PRONG FASTNER, 0.5" CAPACITY, 8.5X11,CLEAR/BLACK, 10/PK, ITEM# ACC26101					
539614	411 - 610600 -		739.60	342570	230545
38X58 BLACK TRASH BAGS 1.3MIL GAT60X58					
# of Claims		15	Vendor Payment Total	3,099.68	
SUNBELT FIRE INC					
539497	290 - 612500 -		3,582.00	342454	230566
IT885S FIRE PROTECTIVE GLOVES					
539500	290 - 611300 -		248.00	342457	230366
BLANKET PURCHASE ORDER FOR VEHICLE MAINTENANCE & PARTS					
539698	290 - 611300 -		81.61	342654	230294
E0534054 GASKET					
539698	290 - 611300 -		966.33	342654	230294
E0241576 WINDSHIELD Q962809 FOR ENGINE 8					
# of Claims		4	Vendor Payment Total	4,877.94	
SWE, INC.					
539452	213 - 610100 -		900.00	342411	MANUAL
# of Claims		1	Vendor Payment Total	900.00	
SWETMAN SECURITY SERVICE					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
539468	125 - 620900 -		7,106.97	342426	MANUAL
	# of Claims	1	Vendor Payment Total	7,106.97	
SYN-TECH SYSTEMS INC					
539637	313 - 621700 -		2,650.00	342593	MANUAL
	# of Claims	1	Vendor Payment Total	2,650.00	
TAYLOR MADE LAWN CARE INC					
539845	411 - 620900 -		503.67	342801	230333
COUNCIL APPROVAL 7/5/22 CONTRACT D - GROUNDS MAINTENANCE					
	# of Claims	1	Vendor Payment Total	503.67	
TEMPLE INC					
539507	315 - 615600 -		265.00	342464	229006
REPAIR AN ITERIS EDGE2-2N VEHICLE DETECTION CAMERA					
	# of Claims	1	Vendor Payment Total	265.00	
TRUSTMARK NATIONAL BANK					
539629	701 - 650400 -		8,654.52	342585	MANUAL
	# of Claims	1	Vendor Payment Total	8,654.52	
TURAN-FOLEY CHEVROLET BUICK GEO					
539382	213 - 611300 -		28.18	342341	230130
BLANKET PURCHASE ORDER FOR MISCELLANEOUS VEHICLE PARTS					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	1	Vendor Payment Total	28.18	
TURF MASTER LAWN CARE, INC					
539840	411 - 610600 -		211.65	342796	230400
6" SILVER FALLS					
539840	411 - 610600 -		750.00	342796	230400
3 GALLON WAX MYRTLES					
539840	411 - 610600 -		925.00	342796	230400
1 GALLON SUPERTUNIA FLOWERS					
539840	411 - 610600 -		2,250.00	342796	230400
3 GALLON DWARF INDIAN HAWTHORNE					
	# of Claims	4	Vendor Payment Total	4,136.65	
TYLER TECHNOLOGIES, INC.					
539729	150 - 621700 -		94,848.00	342685	230614
TYLER TECH NEW WORLD PROJECT PAYMENT 3 OF 5 APPROVED BY COUNCIL ON 12-17-2019					
	# of Claims	1	Vendor Payment Total	94,848.00	
TYREE A DAVIS					
539634	447 - 620900 -		4,900.00	342590	MANUAL
539635	447 - 620900 -		4,900.00	342591	MANUAL
	# of Claims	2	Vendor Payment Total	9,800.00	
ULINE, INC.					
539501	213 - 611000 -		751.00	342458	230163
ITEM# H-5073A-20 / 5 STEP NARROW AISLE LADDER					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	1	Vendor Payment Total	751.00	
USIQ INC					
539502	286 - 610700 -		572.10	342459	228904
ITEM# 39D-BP-LVLIIA-HG-AFCT2A-525-6X6-CMBD / HIGH GROUND GEAR AFCT3A, 6X6 SIDE ARMOR INSERTS					
	# of Claims	1	Vendor Payment Total	572.10	
VULCAN INC					
539530	315 - 615500 -		317.50	342487	230214
6X20 EXTRUDED BLANKS					
539530	315 - 615500 -		942.75	342487	230214
AS PER BID GROUP P APPROVED BY COUNCIL 12/21/21 -- RESTOCK AND NO PARKING SIGNS FOR HWY 90 -- 18X24 BLANKS					
539530	315 - 615500 -		1,054.00	342487	230214
24X30 BLANKS					
539530	315 - 615500 -		1,211.50	342487	230214
30" OCTAGON BLANKS					
	# of Claims	4	Vendor Payment Total	3,525.75	
WARREN PAVING INC					
539545	311 - 613800 -		275.28	342502	230483
AS PER BID GROUP C3 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR FY 2023 FOR TYPE SC1 HOT MIX ASPHALT TO BE DELIVERED TO SITES AS NEEDED (EST PERIOD NOV 2022 - SEPT 2023)					
539546	311 - 613800 -		236.45	342503	230483
AS PER BID GROUP C3 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR FY 2023 FOR TYPE SC1 HOT MIX ASPHALT TO BE DELIVERED TO SITES AS NEEDED (EST PERIOD NOV 2022 - SEPT 2023)					
539547	311 - 613800 -		321.73	342504	230483

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
AS PER BID GROUP C3 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR FY 2023 FOR TYPE SC1 HOT MIX ASPHALT TO BE DELIVERED TO SITES AS NEEDED (EST PERIOD NOV 2022 - SEPT 2023)					
539548	311 - 613800 -		537.39	342505	230483
AS PER BID GROUP C3 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR FY 2023 FOR TYPE SC1 HOT MIX ASPHALT TO BE DELIVERED TO SITES AS NEEDED (EST PERIOD NOV 2022 - SEPT 2023)					
539550	311 - 613800 -		635.16	342507	230483
AS PER BID GROUP C3 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR FY 2023 FOR TYPE SC1 HOT MIX ASPHALT TO BE DELIVERED TO SITES AS NEEDED (EST PERIOD NOV 2022 - SEPT 2023)					
539551	311 - 613800 -		368.89	342508	230483
AS PER BID GROUP C3 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR FY 2023 FOR TYPE SC1 HOT MIX ASPHALT TO BE DELIVERED TO SITES AS NEEDED (EST PERIOD NOV 2022 - SEPT 2023)					
539553	311 - 613800 -		260.03	342510	230483
AS PER BID GROUP C3 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR FY 2023 FOR TYPE SC1 HOT MIX ASPHALT TO BE DELIVERED TO SITES AS NEEDED (EST PERIOD NOV 2022 - SEPT 2023)					
539555	311 - 613800 -		143.53	342512	230483
AS PER BID GROUP C3 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR FY 2023 FOR TYPE SC1 HOT MIX ASPHALT TO BE DELIVERED TO SITES AS NEEDED (EST PERIOD NOV 2022 - SEPT 2023)					
539557	311 - 613800 -		215.65	342514	230483
AS PER BID GROUP C3 APPROVED BY COUNCIL 12/8/2020 -- BLANKET PO FOR FY 2023 FOR TYPE SC1 HOT MIX ASPHALT TO BE DELIVERED TO SITES AS NEEDED (EST PERIOD NOV 2022 - SEPT 2023)					
# of Claims			9	Vendor Payment Total	2,994.11
WASTE PRO OF MISSISSIPPI					
539415	825 - 626700 -		92.65	342375	MANUAL
539416	825 - 626700 -		92.65	342376	MANUAL
539417	815 - 626700 -		92.65	342377	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
539418	815 - 626700 -		92.65	342378	MANUAL
539419	815 - 626700 -		56.79	342379	MANUAL
539420	815 - 626700 -		92.65	342380	MANUAL
539421	815 - 620900 -		758.00	342381	MANUAL
539749	411 - 620900 -		231.45	342705	MANUAL
539750	411 - 620900 -		339.45	342706	MANUAL
539751	411 - 620900 -		317.84	342707	MANUAL
539752	411 - 620900 -		388.63	342708	MANUAL
539753	411 - 620900 -		264.76	342709	MANUAL
539754	411 - 620900 -		242.46	342710	MANUAL
539755	411 - 620900 -		529.54	342711	MANUAL
539756	411 - 620900 -		291.24	342712	MANUAL
539757	411 - 620900 -		375.63	342713	MANUAL
539758	411 - 620900 -		445.40	342714	MANUAL
539759	445 - 620900 -		944.38	342715	MANUAL
539760	445 - 620900 -		852.27	342716	MANUAL
539761	445 - 620900 -		661.13	342717	MANUAL
539762	411 - 620900 -		221.92	342718	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					

# of Claims	21	Vendor Payment Total	7,384.14
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WEAVER ELECTRIC INC

539355	415 - 624601 -		157.25	342314	230393
	TROUBLESHOOT ELECTRICAL PANEL AT PUMP STATION				
539355	415 - 624601 -		157.25	342314	230393
	REPAIRS TO FLOOR MOUNTED JUNCTION BOX AT SPORTSPLEX				
539435	313 - 620900 -		480.00	342395	MANUAL

# of Claims	3	Vendor Payment Total	794.50
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Total # of Claims	727	Grand Total	2,329,566.66	12/7/2022
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Vendor**Voucher****Org-Object-Project****Account Description****Amount Claim****Invoice****PO #****Item Description**

Vendor**Voucher****Org-Object-Project****Account Description****Amount Claim****Invoice****PO #****Item Description**

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City of Gulfport Department - Org Code Index

Org Code	Description	Org Code	Description
111	Executive - Mayor	511	Community Development Block Grant
115	Legislative - Council	512	Urban Development Action Grant
125	Judicial - Courts	515-536	Home Consortium Grant
135	Legal - City Attorney	541	Code Enforcement
145	General Administration	542	MDA Grant - CDBG Supplement
155	Civil Service	543	MDA - Long Term Work Force Housing
175	Public Transportation	611	Urban and Economic Development
211	Police and Fire Retirement Fund	613	Building Code Services
213	Police Operating	614	Planning and Zoning
214	Police Grants	621	Economic Development
275-277	Police Forfeits and Seizures	701	Municipal Debt Service Fund
285-287	Coastal Narcotics Task Force	811	Water Billing
290	Fire	815	Water Operations and Maintenance
311	Streets and Drainage Maintenance	825	Sewer Operations and Maintenance
313	Public Works Admin	835	Debt Service (Water and Sewer)
315	Traffic Control	845	Harrison County Wastewater & Solid Waste Management District
317	Beautification	849-855	Water and Sewer Projects
325	Engineering	901	Operating Transfers Out - Interfund
335	Garage Maintenance	911	Employees' Group Health and Life Fund
345-355	Capital Projects	915	General Liability \ Worker's Comp Fund
409	Library Fund		
411	Leisure Services		
415	Building Maintenance		
425	Senior Citizens		
		<u>Hurricane Katrina</u>	
		101	General Government
		201	Police
		301	Public Works

409 Library Fund
411 Leisure Services
415 Building Maintenance
425 Senior Citizens
435 Cemetery
445 Joseph T. Jones Memorial Park

Hurricane Katrina

✓ 101 General Government
✓ 201 Police
✓ 301 Public Works
✓ 401 Leisure Services
✓ 601 Urban Development
✓ 801 Water & Sewer
916 Insurance Claims - Katrina

MEMORANDUM – CITY OF GULFPORT

Date: NOVEMBER 23, 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 3

Parcel 1: 0911C-01-167.000. Lots 43 & 44 Blk 8 Hewes Add. Awarded To L & M Lawn Care For \$2785.00to Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 435 23rd St. (Lindh Joan S) Case: 10241

Parcel 2: 0811G-04-032.000. S 1/2 Of Lot 33 & E 20.41 Ft Of S 1/2 Of Lot 34 Blk 14 Soria City. Awarded To Grassmasters Lawn Service Llc For \$200.00to Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 20th St. (State Of Miss #44) Case: 10509

WARD 4

Parcel 3: 1010E-03-008.011. Lot 12 Clinton Cove Subd. Awarded To Purposed By Design Lawn Maintenance Llc For \$192.00to Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 963 Mary Ruth Dr. (Aubert Steven F) Case: 10428

WARD 6

Parcel 4: 1008D-01-010.000. Lot 10 Indian Oaks Subd Sec 6-7-10. Awarded To L & M Lawn Care For \$2200.00to Remove/Haul Off All Trash & Debris, , From Site Located At 12165 Arrowhead Dr. (Gaudet Ron) Case: 10309

WARD 7

Parcel 5: 0707H-02-002.065. Lot 65 Duckworth Pond Sec 29-6-11. Awarded To Purposed By Design Lawn Maintenance Llc For \$260.00to Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris From Site Located At 14063 Anandale Cir. (Flaherty Andre & Vanisa M) Case: 10343

TOTAL: \$ 5,637.00

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 6th day of December, 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: 0911C-01-167.000. LOTS 43 & 44 BLK 8 HEWES ADD. Awarded To L & M LAWN CARE For \$2785.00to CUT & CLEAN THE PROPERTY, REMOVE ALL WEEDS, VINES, LIMBS & DOWN TREES, REMOVE/HAUL OFF ALL TRASH & DEBRIS From Site Located At 435 23RD ST. (LINDH JOAN S) Case: 10241
- Parcel 2: 0811G-04-032.000. S 1/2 OF LOT 33 & E 20.41 FT OF S 1/2 OF LOT 34 BLK 14 SORIA CITY. Awarded To GRASSMASTERS LAWN SERVICE LLC For \$200.00to CUT & CLEAN THE PROPERTY, REMOVE ALL WEEDS, VINES, LIMBS & DOWN TREES, REMOVE/HAUL OFF ALL TRASH & DEBRIS From Site Located At 20TH ST. (STATE OF MISS #44) Case: 10509
- Parcel 3: 1010E-03-008.011. LOT 12 CLINTON COVE SUBD. Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLC For \$192.00to CUT & CLEAN THE PROPERTY, REMOVE ALL WEEDS, VINES, LIMBS & DOWN TREES, REMOVE/HAUL OFF ALL TRASH & DEBRIS From Site Located At 963 MARY RUTH DR. (AUBERT STEVEN F) Case: 10428
- Parcel 4: 1008D-01-010.000. LOT 10 INDIAN OAKS SUBD SEC 6-7-10. Awarded To L & M LAWN CARE For \$2200.00to REMOVE/HAUL OFF ALL TRASH &

DEBRIS, , From Site Located At 12165 ARROWHEAD DR. (GAUDET RON)
Case: 10309

Parcel 5: 0707H-02-002.065. LOT 65 DUCKWORTH POND SEC 29-6-11. Awarded To
PURPOSED BY DESIGN LAWN MAINTENANCE LLC For \$260.00to CUT &
CLEAN THE PROPERTY, REMOVE ALL WEEDS, VINES, LIMBS & DOWN
TREES, REMOVE/HAUL OFF ALL TRASH & DEBRIS From Site Located At
14063 ANANDALE CIR. (FLAHERTY ANDRE & VANISA M) Case: 10343

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: **NOVEMBER 23, 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: 0910I-03-044.000. 1.6 Ac(C) Beg 495 Ft N Of Inter Of N Mar Of Victroy St & W Mar
 Of Loposser St W 210 Ft N 85 Ft W 22 Ftn 225 Ft E 232.6 Ft To Rd S Along Rd 310 Ft
 To Pob Part Of Sw1/4 Of Ne1/4 Of Sec 36-7-11. Property Located At 711 Loposser
 Ave. For Violation Of Remove/Haul Off All Trash & Debris. (Bayou Properties Llc)
 Case: 10619

Parcel 2: 0911C-01-002.000. Lots 1 To 4 Blk 11 Live Oak. Property Located At 201 28th St. For
 Violation Of Remove/Haul Off All Trash & Debris. (Olson Nacol R) Case: 10607



CODE ENFORCEMENT DIVISION

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5790
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

11/17/2022

VIA REGULAR U. S. MAIL

BAYOU PROPERTIES LLC
10847 WATERSIDE DR
GULFPORT, MS 39503

NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY

Re: 711 LOPOSSER AVE

Dear BAYOU PROPERTIES LLC:

This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 711 LOPOSSER AVE, Gulfport, MS has been determined by me to be in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to \$250.00) plus administrative costs of the City up to \$50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.

In order to avoid these actions being taken against you, you must have the property properly cleaned (so that it no longer is in a state of uncleanness as to be a menace to the public health, safety and welfare of the community) and have this completed **within seven (7) days of the date of this letter**. On or after the eighth (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 Josh Troutman at (228) 868-5718.

Sincerely,

Josh Troutman

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 711 LOPOSSER AVE (for posting)
(4) City Attorney's Office



CODE ENFORCEMENT DIVISION

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5790
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

11/17/2022

VIA REGULAR U. S. MAIL

BAYOU PROPERTIES LLC
711 LOPOSSER AVE
GULFPORT, MS 39507

**NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND
WELFARE OF THE COMMUNITY**

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Sincerely,

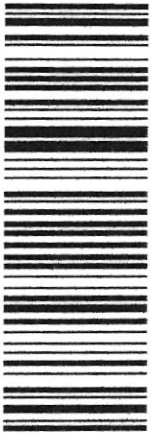
Josh Troutman

Code Enforcement Officer

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(2) City Hall Lobby Urban Development Postings (for posting)
(3) Subject Property at 711 LOPOSSER AVE (for posting)
(4) City Attorney's Office

7 day notice 11-17-22

U.S. POSTAL SERVICE



7009 1410 0000 7082 8825
7009 1410 0000 7082 8825

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

	Postage	\$
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Postmark Here

Sent To 10619 7-day Owner
Street, Apt. No.,
or PO Box No.
City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

VIA REGULAR U.S. MAIL
BAYOU PROPERTIES LLC
711 LOPOSSER AVE
GULFPORT, MS 39507

P.O. Box 1780
GULFPORT, MS 39502-1780



URBAN DEVELOPMENT
Gulfport ST CT
10619

ST CT
Gulfport 10619
URBAN DEVELOPMENT



P.O. Box 1780
GULFPORT, MS 39502-1780

VIA REGULAR U.S. MAIL

BAYOU PROPERTIES LLC
10847 WATERSIDE DR
GULFPORT, MS 39503

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

	Postage	\$
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

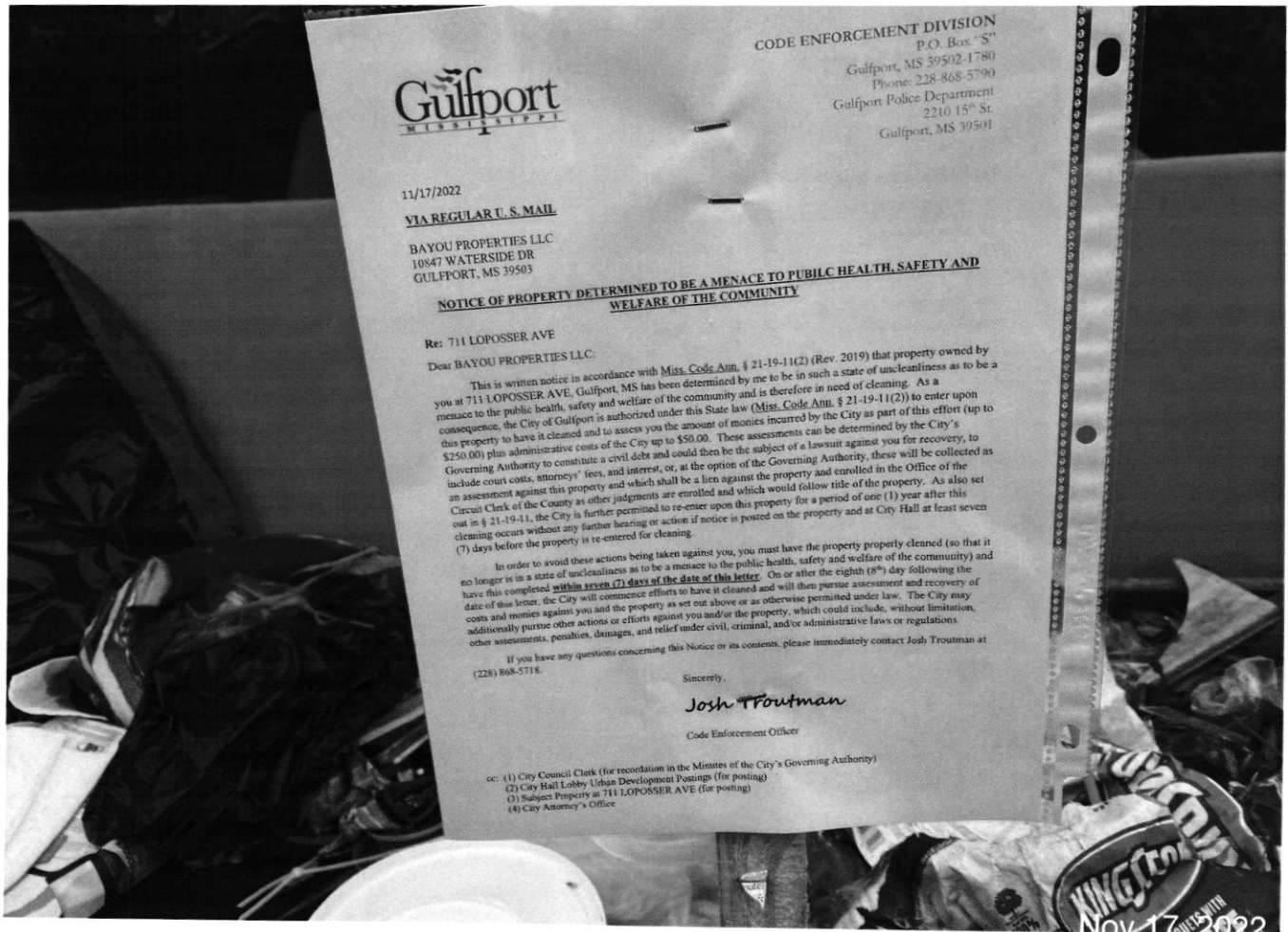
Postmark Here

Sent To 10619 7-day Property
Street, Apt. No.,
or PO Box No.
City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

7009 1410 0000 7082 8825
7009 1410 0000 7082 8825







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

11/10/2022

VIA REGULAR U. S. MAIL

OLSON NACOL R
201 E 28TH ST
GULFPORT, MS 39507

**NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBILC HEALTH, SAFETY AND
WELFARE OF THE COMMUNITY**

Re: 201 28TH ST

Dear OLSON NACOL R:

This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 201 28TH 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 201 28TH 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

11/10/2022

VIA REGULAR U. S. MAIL

BAYOU RENTAL PROPERTIES INC
201 E 28TH ST
GULFPORT, MS 39507

NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY

Re: 201 28TH ST

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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

11/10/2022

VIA REGULAR U. S. MAIL

BAYOU RENTAL PROPERTIES INC
1502 MILL RD
GULFPORT, MS 39503

**NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND
WELFARE OF THE COMMUNITY**

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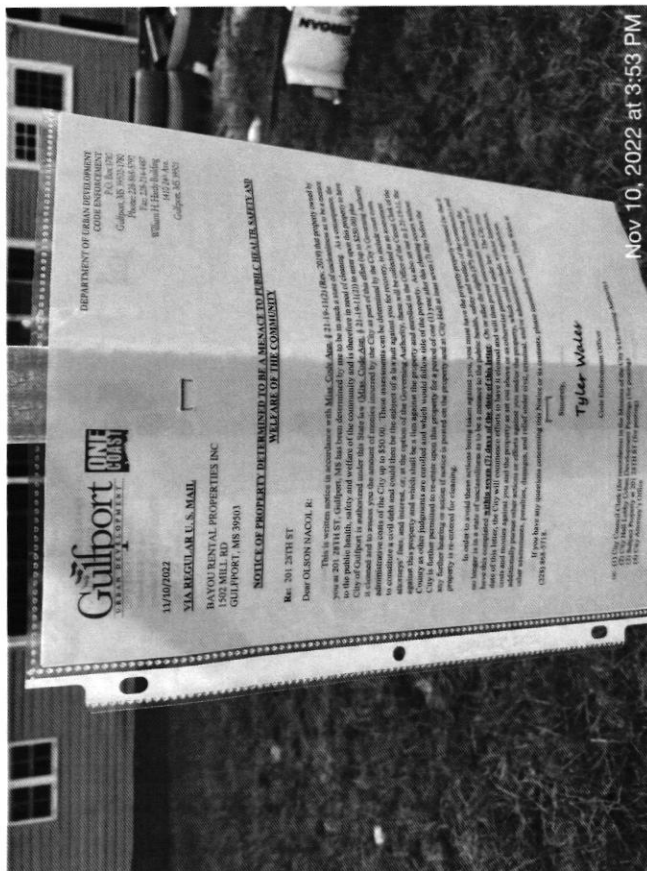
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(4) City Attorney's Office



CITY OF GULFPORT

The City of Gulfport is seeking sealed bids for Fuel Supply Services. Sealed bids will be received in the Office of Procurement located at 1410 24th Avenue, Hardy Building, 2nd Floor, Gulfport, MS 39501 until 10:00 a.m., local time on January 4, 2023 either by mail or hand delivery, after which time they will be opened and read aloud. Bids may be submitted electronically at www.gulfportmsbids.com.

Plans and specifications may be obtained at www.gulfportmsbids.com or email jversiga@gulfport-ms.gov.

Questions – All questions regarding this bid should be directed via email at jversiga@gulfport-ms.gov. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

The City is NOT responsible for bids which are mailed to the wrong address or which arrive in the mail after the designated bid opening time. Bids may be delivered in person to the Office of Procurement prior to the bid opening at the time, date and location listed above.

The project will be awarded to the lowest and best bidder. However, the City of Gulfport reserves the right to accept or reject any or all bids or to waive any informality.

The successful bidder must adhere to the City's policy concerning non-discrimination without regard to race, creed, color, age, sex, national origin or handicap.

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

Direct contact with any City employee, GRC Commissioners, including Administration and City Council, on the subject of this proposal is strictly forbidden. Violation of this paragraph will result in disqualification of your submission.

Publication Dates: 12-7-22 & 12-14-22

Send Invoice & Proof of Publication to:

**Purchasing Department
City of Gulfport
P. O. Box 1780
Gulfport, MS 39502-1780**

City of Gulfport
Request for Proposals for Engineering Services

Legal Notice

The City of Gulfport intends to employ a consulting engineering firm to provide engineering services utilizing a Cost plus Fixed Fee, Labor Hour/Unit Price or Lump Sum/Firm Fixed Price contract for The Quarters Revitalization Project. The project will utilize Community Development Block Grant (CDBG) funding and consists of streetscape improvements including removal/installation of sidewalks, removal/installation of curb and gutter, street paving, street lighting, landscaping, signage, and other streetscape ideas. A map that delineates the area of interest is available at www.gulfportmsbids.com. The Consultant's scope of the services includes, but is not limited to, surveying, development of construction plans/specifications, preparation of easements/right-of-way maps and deeds for purchases, environmental related services, bidding phase services, construction engineering, and inspection services.

Upon selection, negotiation, and execution of contract, the City of Gulfport anticipates the duration of the consultant's contract to be approximately two (2) years. We anticipate executing the contract by February 2023 .

Consulting engineering firms interested in providing these services may so indicate by furnishing the City of Gulfport **one (1) original and one (1) copies plus a digital version** of their Proposals which should consist of the following:

1. A cover letter specifying the name and complete description of project, the name of the project manager, and the location and address of the office to be assigned the majority of the work;
2. A resume for each principal member, the project manager, and employee(s) of the firm anticipated to be assigned to the project. Also, provide an organizational chart and list each person's experience and qualifications, including proof that the Project Manager is licensed as a Mississippi Professional Engineer and that the firm has met state licensure and certification requirements*;
3. A description of similar type work completed during the past five (5) years which qualifies the consultant for this work; the consultant's cost and consultant's schedule completion and actual completion of this work;
4. Provide any information to indicate that the team has the necessary resources, including available staff, to complete the project within the timeframe indicated above. The Consultant should indicate any other active and planned projects that any individuals, as listed on the organization chart (including any subconsultant(s)), are currently working to complete. The consultant should indicate how they plan to balance workloads to commit the staff and resources necessary to successfully complete the project on-time.
5. A response containing the information upon which the consultant will be evaluated; and,
6. Part II of Standard Form (SF) 330, Architect-Engineer Qualifications. This Form can be obtained at [http://sp.gomdot.com/Consulting%20Services/Forms/Standard%20Form%20\(SF\)%20330,%20Part%20II.pdf](http://sp.gomdot.com/Consulting%20Services/Forms/Standard%20Form%20(SF)%20330,%20Part%20II.pdf)

The City of Gulfport will evaluate the Proposal based on the following factors listed in their relative order of importance:

1. The experience in performing the type of work outlined in the Scope of Work (which is listed above and the map can be obtain at www.gulfportmsbids.com)
2. Qualifications of the principals and professionals to be assigned;
3. The consultant's experience in working with projects involving public funding;
4. The extent of in-house capabilities of the firm; and
5. The consultant's size and capability of available staff to perform this work in accordance with an expedited progress schedule, considering the firm's current and planned workload.

The City of Gulfport reserves the right to select one (1) consultant or select a short list of consultants from whom more information will be required.

The City of Gulfport reserves the right to reject any and all Proposals and/or to discontinue contract execution with any party at any time prior to final contract execution.

All questions in reference to this RFP shall be directed in writing to jversiga@gulfport-ms.gov. The last day to submit questions will be January 3, 2023 at 10:00 am.

To be considered, all replies must be received in person at the Office of the Procurement, at 1410 24th Street, Gulfport, MS 39501, or online at www.gulfportmsbids.com on or before 10:00 a.m. January 10, 2023. The Proposal should be submitted and marked on the outside as **"The Quarters Revitalization Project"**.

This Legal Notice will appear in The Clarion Ledger and the Sun Herald on December 7, 2022 and December 14, 2022.

*Miss. Code Ann Sections 73-13-1 through 73-13-45 (1972) (as amended) govern the practice of engineering in Mississippi. Firms are encouraged to contact the Mississippi Board of Licensure for Professional Engineers and Surveyors at (601) 359-6160 to insure that individuals and firms are qualified to offer and provide services in the State of Mississippi. The Board's web address is www.pepls.state.ms.us.

Send Invoice & Proof of Publication to: Jessica Versiga
City of Gulfport
P.O. Box 1780
Gulfport, MS 39502-1780

VSP® Renewal Exhibit for City of Gulfport
Group Number: 12332163
Renewal Effective Date: January 1, 2023



	VSP Choice Plan® Current Plan	VSP Choice Plan® Renewal Plan
Exam Copay	\$25.00	\$25.00
Materials Copay	\$25.00	\$25.00
Frequency:		
Exam:	Every calendar year	Every calendar year
Lenses:	Every calendar year	Every calendar year
Frame:	Every other 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 Enhancements¹	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
Anti-glare coating:	\$41	\$41
All other Anti-glare coatings:	\$58 - \$85	\$58 - \$85
Impact-resistant lenses for children:	Covered in full	Covered in full
Impact-resistant lenses for adults:	\$31	\$35
Standard Progressives:	N/A	Covered in full
Premium & Custom Progressives:	N/A	\$95 - \$175
Tints/Light-reactive lenses:	\$75	\$75
Scratch-resistant coating:	\$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 SM 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: Billy Hewes
Name: Billy Hewes
Title: Mayor
Date: 11/14/22

Digitally signed by Billy Hewes
Date: 2022.11.14 11:12:48 -0800

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

FIRST AMENDMENT TO THE CONTRACT FOR OPERATIONS AND MAINTENANCE OF THE WATER AND SEWER SYSTEMS AS WELL AS THE STREETS AND DRAINAGE SYSTEMS FOR THE CITY OF GULFPORT

THIS FIRST AMENDMENT to the CONTRACT FOR OPERATIONS AND MAINTENANCE OF THE WATER AND SEWER SYSTEMS AS WELL AS THE STREETS AND DRAINAGE SYSTEMS FOR THE CITY OF GULFPORT (hereinafter, "the Contract") is hereby entered into and agreed to by and between the CITY OF GULFPORT, MISSISSIPPI ("City" or "Owner") and H2O INNOVATION OPERATION & MAINTENANCE, LLC ("H2O" or "Operator"), on the dates hereinafter set forth for the purpose of amending in wiring certain covenants and conditions of the Contract as was approved by the City Council of the City of Gulfport, Mississippi, and signed by the Mayor and the authorized representative of H2O on April 1, 2022, and the Contract is hereby further amended by this FIRST AMENDMENT, as follows:

WITNESSETH THAT:

WHEREAS, the City of Gulfport has approved its budget for Fiscal Year Ending 2023 and the aforementioned budget included funding for the addition of the following crews/positions to the Contract:

- 1) One (1) Drainage Construction Crew consisting of one (1) crew leader, one (1) assistance crew leader, one (1) laborer, and one (1) truck driver at an annual cost of \$301,600 (inclusive of any associated machinery, equipment, tools and vehicles); and
- 2) One (1) Ditch Cleaning Crew consisting of one (1) operator, one (1) laborer, and one (1) truck driver at an annual cost of \$214,800.00 (inclusive of any associated machinery, equipment, tools and vehicles); and
- 3) One (1) Water Line Locator at an annual cost of \$60,000.00 (inclusive of any associated machinery, equipment, tools and vehicles).

WHEREAS, it is mutually agreed by the parties to add the aforementioned crews/positions to the Contract.

NOW THEREFORE, for the purposes hereinabove set forth, it is hereby agreed by and between the parties to the Contract that the Contract shall be amended hereby, commencing on November 1, 2022, as follows:

- A. Section 6.01 of the Contract (Annual Base Fee) shall be amended as set forth herein to reflect the new crews/positions being added to the contract, which additions to the base fee shall be effective as of the date that employees holding the new positions begin work for H2O under the Contract.
- B. The following crews/positions are hereby added to the Contract, at the cost noted:
 - 1) One (1) Drainage Construction Crew consisting of one (1) crew leader, one (1) assistance crew leader, one (1) laborer, and one (1) truck driver at an annual cost of \$301,600 (inclusive of any associated machinery, equipment, tools and vehicles); and
 - 2) One (1) Ditch Cleaning Crew consisting of one (1) operator, one (1) laborer, and one (1) truck driver at an annual cost of \$214,800.00 (inclusive of any associated machinery, equipment, tools and vehicles); and
 - 3) One (1) Water Line Locator at an annual cost of \$60,000.00 (inclusive of any associated machinery, equipment, tools and vehicles).

Except as specifically amended herein, said CONTRACT FOR OPERATIONS AND MAINTENANCE OF THE WATER AND SEWER SYSTEMS AS WELL AS THE STREETS AND DRAINAGE SYSTEMS FOR THE CITY OF GULFPORT is not amended, modified or changed, and shall remain in full force and effect.

IN WITNESS WHEREOF, each of the Owner and Operator has caused this First Amendment to Contract to be signed, executed and delivered by its duly authorized representative on the day and date hereinafter stated after having been first duly authorized so to act.

Owner:

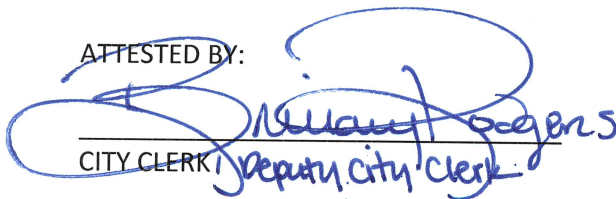
CITY OF GULFPORT, MISSISSIPPI

BY:


MAYOR

October 19, 2022

ATTESTED BY:


CITY CLERK / Deputy City Clerk

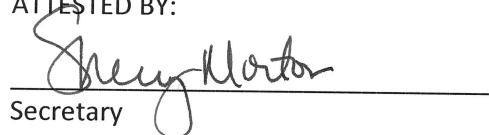
Operator:

H2O INNOVATION OPERATION &
MAINTENANCE, LLC

BY:


Authorized Representative

ATTESTED BY:


Secretary

10/19, 2022



3-18-22

Tank Owner: The City of Gulfport
Tank Location: 200 E. Beach Blvd
Gulfport, MS 39507
Licensor Project No.: 127938
Licensee Name: AT&T / New Cingular Wireless
Licensee Site Name: West Pass Road
Licensee Site ID: 2703879977
Licensee Fixed Asset No: 10016942

Fifth Amendment to License Agreement

9 THIS FIFTH AMENDMENT TO LICENSE AGREEMENT ("Fifth Amendment") is made as of this day of November, 2022, between Utility Service Communications Co., Inc., a part of SUEZ, a Georgia Corporation, whose business address is P.O. Box 1350, 535 Courtney Hodges Blvd., Perry, Georgia 31069 (herein referred to as the "Licensor" or "Company") and New Cingular Wireless PCS, LLC, whose business address is 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (herein referred to as the "Licensee") and The City of Gulfport, whose business address is 2309 15th Street, Gulfport, MS 39501.

W I T N E S S E T H

WHEREAS, Licensor, Tank Owner and Licensee entered into a License Agreement dated October 29, 2009 ("Agreement"), a First Amendment dated January 8, 2013 ("First Amendment"), a Second Amendment dated October 20, 2015 ("Second Amendment"), a Third Amendment dated October 3, 2017 ("Third Amendment"), and a Fourth Amendment dated December 18, 2019 ("Fourth Amendment") whereby Licensor granted Licensee permission to install, maintain and operate certain communications Equipment ("Equipment") on a Tank Site located at 200 E. Beach Blvd., Gulfport, MS 39507.

WHEREAS, Licensor, Tank Owner and Licensee desire to modify and amend the Agreement/Amendment as set forth herein.

WHEREAS, Licensee desires to add additional elevated ground space measuring 4' x 10' for the placement of a 30kw generator.

WHEREAS, Licensee, PRIOR TO ANY MODIFICATIONS TO THE SITE must provide to Licensors all licenses, permits and any other required documentation; *however*, if said documents are not obtainable prior to the execution of this Fifth Amendment, Licensee must submit said documentation to Licensors no later than three (3) days from their issuance.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Agreement, the parties hereto agree as follows:

1. Exhibit A-4 attached to the Fourth will remain in effect. Exhibit A-5 attached will be in addition to the provisions set forth in the Exhibit A-4.

2. The amount of the Site Fee provided for in Section 4 of the Fourth Amendment shall be amended to reflect an increase in the Site Fee to: Five Thousand Five Hundred Twenty Nine and No/100 (\$5,529.00) Dollars effective the earlier of the first day of the month in which the modifications commence or May 1, 2022 (New Site Fee Commencement Date), which shall be due and payable on the first day of each month. The Site Fee shall thereafter increase in accordance with the Agreement with the next scheduled increase to occur on October 1, 2022 at a rate of three percent (3%). To enable proper crediting of Licensee payments, please include the Site Name, Site Address, Licensors Project Number 127938 and Site I.D. Number on remittance to Licensors.

3. In addition to any change in the Site Fee set forth in this Fifth Amendment, Licensee shall pay to Licensors upon Licensee's execution and delivery of this Fifth Amendment a one-time non-refundable Administrative/ Inspection Fee in the amount of Two Thousand and no/100 (\$2,000.00) Dollars.

4. A final inspection must be completed by a representative of the Licensors. Licensee must supply advance notice to Licensors to perform inspection. Such inspection approval shall not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, the undersigned have executed this Fifth Amendment.

LICENSOR:

Utility Service Communications Co., Inc.

By: Debbie Sullivan

Printed Name: Debbie Sullivan

Title: Vice President / Director

Date: 9/23/22

LICENSEE:

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

By: [Signature]

Printed Name: Bryan Coleman

Title: Area Manager C&E

Date: 9/15/2022

TANK OWNER:

City of Gulfport

By: [Signature]

Printed Name: Billy Hewes

Title: Mayor

Date: November 9, 2022

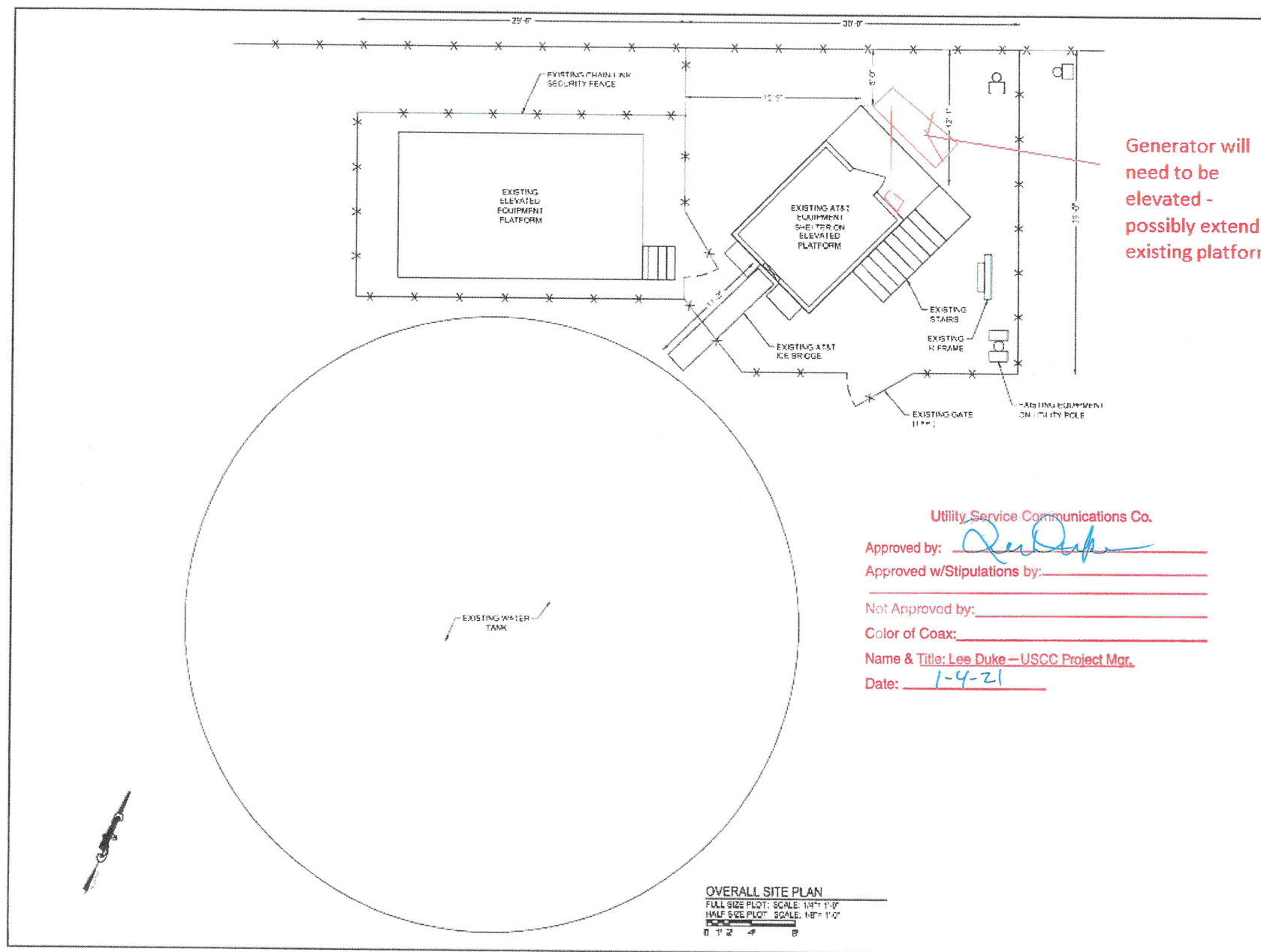
Exhibit A-6

Tank Owner: The City of Gulfport
Tank Location: 200 E. Beach Blvd
Gulfport, MS 39507
Licenser Project No.: 127938
Licensee Name: AT&T / New Cingular Wireless
Licensee Site Name: West Pass Road
Licensee Site ID: 2703879977
Licensee Fixed Asset No: 10016942

The provisions provided for in the Exhibit A-4 of the Fourth Amendment will remain in force.
This Exhibit A-5 will be in addition to the Exhibit A-4.

Licensee desires to obtain additional ground space measuring 4' x 10' to order to place a 30kw generator. Location must be approved by Licenser and Licenser approved CD attached to this A-5.

16. **Generator:**
Make: Kohler Diesel
Type: 30REOZK
Size: 30kw
17. **Fuel:**
Type: Diesel Self-Contained
Size: 148 gallons





FINAL 7-16-22

Tank Owner: City of Gulfport
Tank Location: 57 51st Street
Gulfport, MS 39507
Licensors Project No.: 121035
Licensee Name: T-Mobile South LLC
Licensee Site Name: Tramark Golf Course
Licensee Site ID: 9EM967RA

Fourth Amendment to License Agreement

THIS FOURTH AMENDMENT TO LICENSE AGREEMENT ("Fourth Amendment") is made as of this 3 day of August, 2022, between Utility Service Communications Co., Inc., a part of SUEZ, a Georgia Corporation, whose business address is P.O. Box 1350, 535 Courtney Hodges Blvd., Perry, Georgia 31069 (herein referred to as the "Licensor" or "Company") and T-Mobile South LLC, a Delaware limited liability company, as successor in interest to Powertel/Memphis, Inc., as successor in interest to Eliska Wireless Ventures, Inc., whose business address is 1110 Montlimar Drive, Suite 900, Mobile, AL 36609 (herein referred to as the "Licensee") and The City of Gulfport, P.O. Box 1780, Gulfport, MS 39502-1780 (herein referred to as the Tank Owner).

W I T N E S S E T H

WHEREAS, Licensor, Tank Owner and Licensee entered into a License Agreement dated April 21, 2003, ("Agreement"), a First Amendment dated July 7, 2009 ("First Amendment"), a Second Amendment dated May 20, 2014 ("Second Amendment"), and a Third Amendment dated April 8, 2020, ("Third Amendment") whereby Licensor granted Licensee permission to install, maintain and operate certain radio communications Equipment ("Equipment") on a Tank Site located at 57 51st Street, Gulfport, MS 39507.

WHEREAS, Licensor, and Licensee desire to modify and amend the Agreement and the Third Amendment as set forth herein.

WHEREAS, Licensee desires to remove three (3) RRU, three (3) antennas and three (3) 1.24" Hybrid cables. Add three (3) RRU, three (3) antennas and three (3) 1.55" Trunk/Box.

WHEREAS, Licensee, PRIOR TO ANY MODIFICATIONS TO THE SITE must provide to Licensors all licenses, permits and any other required documentation; *however*, if said documents are not obtainable prior to the execution of this Fourth Amendment, Licensee must submit said documentation to Licensors no later than three (3) days from their issuance.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Agreement, the parties hereto agree as follows:

1. Exhibit A-3 attached to the Third Amendment is hereby replaced with Exhibit A-4 attached.
2. Exhibit D-3 attached to the Third Amendment is hereby replaced with Exhibit D-4 attached.
3. Exhibit E-3 attached to the Third Amendment is hereby replaced with Exhibit E-4 attached.
4. The amount of the Site Fee provided for in Section 4 of the Third Amendment shall be amended to reflect an increase in the Site Fee to: Five Thousand Two Hundred Ninety Three and No/100 (\$5,293.00) Dollars effective the earlier of the first day of the month in which the modifications commence, or August 1, 2022 (New Site Fee Commencement Date), which shall be due and payable on the first day of each month. The Site Fee shall thereafter increase in accordance with the Agreement with the next scheduled increase to occur on March 1, 2023 at a rate of four percent (4%). To enable proper crediting of Licensee payments, please include the Site Name, Site Address, Licensors Project Number 121035 and Site I.D. Number on remittance to Licensors.
5. In addition to any change in the Site Fee set forth in this Fourth Amendment, Licensee shall pay to Licensors within Forty-Five (45) days upon full execution and delivery of this Fourth Amendment a one-time non-refundable Administrative / Inspection Fee in the amount of Two Thousand and no/100 (\$2,000.00) Dollars.
6. A final inspection must be completed by a representative of the Licensors. Licensee must supply advance notice to Licensors to perform inspection. Such inspection approval shall not be unreasonably withheld or delayed.
7. The parties hereto expressly agree that in the event of any discrepancy or contradiction between the terms of the Agreement, the First Amendment, Second Amendment and the Third Amendment the terms of this Fourth Amendment, full force and effect shall be given to the terms of this Fourth Amendment, and any clause, condition, restriction or other term of the Agreement, the First Amendment, Second Amendment and the Third Amendment that contradicts any term of this Fourth Amendment is hereby declared null and void. Except as herein modified, and subject to the foregoing, every provision, condition, obligation and covenant contained in the Agreement, the First Amendment, Second Amendment and the Third Amendment shall continue in full force and effect.

FINAL 7-16-22

IN WITNESS WHEREOF, the undersigned have executed this Fourth Amendment as of the date first written above.

LICENSOR:
Utility Service Communications Co., Inc.

By: Debbie Sullivan

Printed Name: Debbie Sullivan

Title: Vice President / Director

Date: 10/31/22

LICENSEE:
T-Mobile South LLC

DocuSigned by:
By: David R. Ide
SEFD01344A31454...

Printed Name: David R. Ide

Title: Director - Network Engineering & Ops

Date: 10/28/2022



TMO Signatory Level: L06

Tank Owner:

City of Gulfport

By: Billy Hewes

Printed Name: Billy Hewes

Title: Mayor

Date: August 3, 2022

Exhibit A-4

Tank Owner: City of Gulfport
Tank Location: 57 51st Street
 Gulfport, MS 39507
Licenser Project No.: 121035
Licensee Name: T-Mobile South LLC
Licensee Site Name: Tramark Golf Course
Licensee Site ID: 9EM967RA

1. Frequencies:

Existing:

Transmit: 1980-1990; 2135-2145; 622-642 MHz
 Receive: 1900-1910; 1735-1745; 668-688 MHz

New:

Transmit: 1980-1990; 2135-2145; 622-642; 2155-2160; 2496-2690 MHz
 Receive: 1900-1910; 1735-1745; 668-688; 1755-1760; 2496-2690 MHz

2. FCC call signs: KNLF628

3. Type of Service: LTE, PCS, L600

4. Transmitter(s):

Existing to remain:

Number: NONE

Existing to be removed:

Number: NONE

New:

Number: NONE

5. Receiver(s):

Existing to remain:

Number: NONE

Existing to be removed:

Number: NONE

New:

Number: NONE

6. Diplexers(s): COMBINERS / BIAS-T

Existing to remain:

Number: NONE

Existing to be removed:

Number: NONE

New:

Number: NONE

7. Tower Mounted Amplifier(s): TMA / ODU/ RFU**Existing to remain:**

Number: SIX (6)

Make: Commscope

Model: Twin Style 3CX-TMAT1921B68-21-43 (E14ROOP09)

Type: TMA

Dimensions: 9.8" X 8.7" X 4.2"

Weight: 17.7 LBS

Existing to be removed:

Number: NONE

New:

Number: NONE

8. Tower Mounted Remote Radio Heads/Units: RRU / RRH/ FRIG / FXFB / FXMB**Existing to remain:**

Number: THREE (3)

Make: Nokia

Model: AHLOA

Type: RRU

Dimensions: 22.04" x 12.13" x 7.44"

Weight: 83.8lbs

Existing to be removed:

Number: THREE (3)

Make: Nokia

Model: AHFIB

Type: RRU

Dimensions: 26.6" x 12.6" 6.5"

Weight: 66.1lbs

New:

Number: THREE (3)

Make: NOKIA

Model: AHFIG

Type: RRU

Dimensions: 27.40" X 12.10" X 5.20"

Weight: 70.60lbs

9. Remote Controlled Antenna Tilt Units: RCU / RET**Existing to remain:**

Number: NONE

Existing to be removed:

Number: NONE

New:

Number: NONE

10. Remote Mounted Junction / Distribution Box / COVP**Existing to remain:**

Number: THREE (3)

Make: NSN

Model:

Type: LARGE COVP

Dimensions: 18.85" X 16.08" X 5.8"

Weight: 15.85LBS

Existing to be removed:

Number: NONE

New:

Number: NONE

11. Surge Protector(s): Raycaps

Existing to remain:

Number: NONE

Existing to be removed:

Number: NONE

New:

Number: NONE

12. Antenna(s):

Existing to remain:

Number: SIX (6)

Make: Andrew/Commscope

Model: (3) TMBX-6517-R2M
(3) FFHH-65C-R3

Type: PANEL

Dimensions: 82.9" x 6.6" x 3.3"
95.9" x 25.2" x 9.3"

Weight: 15.4lbs / 127.6lbs

Existing to be removed:

Number: THREE (3)

Make: Andrew

Model: (3) TMBXX-6517-R2M

Type: PANEL

Dimensions: 82.9" x 11.9" x 6.3"

Weight: 44.4lbs

New:

Number: THREE (3)

Make: NOKIA

Model: AEHC

Type: PANEL

Dimensions: 38.20" X 21.50" X 8.10"

Weight: 103.6lbs

13. Microwave(s):

Existing to remain:

Number: NONE

Existing to be removed:

Number: NONE

New:

Number: NONE

14. Coax:

Existing to remain:

Number: TWELVE (12)

Make: Andrew

Model:

Size: 1-5/8"

Color: White

Existing to be removed:

Number: NONE

New:

Number: NONE

15. Fiber / DC / RET Cable(s):

Existing to remain:

Number: NONE

Existing to be removed:

Number: THREE (3)
 Make: NSN
 Model: Low Cap HCS
 Size: 1.24"
 Color: White

New:

Number: THREE (3)
 Make: NOKIA
 Model: HCS 2.0 Trunk Cables with associated Tower Junction Box
 Size: 1.55"
 Color: WHITE

16. Generator:

Existing to Remain:

Number: ONE (1)
 Make: GENERAC
 Model: 60Hz
 Size: 20kw

Existing to be removed:

Number: NONE

New:

Number: NONE

17. Fuel Tank:

Existing to Remain:

Number: ONE (1)
 Make: DIESEL
 Model: SELF-CONTAINED BELLY TANK
 Size: 135 GALLON

Existing to be removed:

Number: NONE

New:

Number: NONE

18. Licensee's Existing Ground space measuring 15' x 25' will remain the same.

19. Licensee desires to obtain NO additional ground space.

- 20. All tower mounted equipment, including but not limited to: Antennas, Microwaves, Diplexers, Amplifiers, Remote Controlled Tilts, Remote Radio Heads, Junction/Distribution Boxes and Surge Protectors must be approved by Licensor. Exact location, mounting method, height, and orientation of tower mounted equipment must be approved by Licensor. Loose gravel is NOT permitted at the site.**

Removing three (3) antennas mounted on three (3) post(s) on the corral at the 146' level.
Adding three (3) antennas mounted on same three (3) post(s) on the corral at the 146' level, giving Licensee a total of nine (9) antennas on nine (9) corral post(s) at a maximum separation between posts of five feet in each sector.

21. Antenna Orientation:

Alpha position at 0 degrees, on Post(s) #2, 3 & 4

Beta position at 120 degrees, on Post(s) #17, 18 & 19

Gamma position at 240 degrees, on Post(s) #32, 33 & 34

22. Scope of work relating to this upgrade:

Remove three (3) RRU, three (3) antennas and three (3) 1.24" Hybrid cables. Add three (3) RRU, three (3) antennas and three (3) 1.55" Trunk/Box.

23. Final Configuration:

NINE (9) ANTENNAS

SIX (6) TMA

SIX (6) RRU

THREE (3) COVP

TWELVE (12) 1 5/8" WHITE COAX

THREE (3) 1.55" WHITE HYBRID CABLES

Exhibit D-4**Utility Service Communications Co., Inc.
Structural & Drawing Requirements****Structural Requirements:**
Standards:

1. ANSI/ TIA-222-H: Structural Standard for Antenna Supporting Structures and Antennas
 - a. Section 15: Existing Structures
2. ASCE/ SEI 7: Minimum Design Loads for Buildings and other Structures
 - a. Section 15.7.7: Water Storage and Water Treatment Tanks and Vessels
3. ANSI/AWWA D100: Welded Carbon Steel Tanks for Water Storage
 - a. Appendix A.5.6: Antennas and Related Equipment
4. ANSI/AWWA D103: Factory-Coated Bolted Carbon Steel Tanks for Water Storage

A rigorous structural analysis, with calculations, of the entire structure using design loads appropriate for the geographical area per the latest applicable standards and local codes. The analysis must determine the overall stability and show the actual versus allowable stresses for the structural members and connections including anchor bolts, wind rods, columns and struts. In addition, local stresses should be evaluated at the antenna supports attachment points. Analysis must include fully loaded corral if applicable.

Summary page must include:

1. Size of Tank (Capacity in gallons)
2. Style of Tank (Elevated, Pedisphere, Composite etc.)
3. Total number of posts if corral installation and number of coax
4. Total number of posts, antennas and coax if balcony installation
5. Diameter of Tank bowl and balcony
6. Total Tank height
7. Balcony height
8. List of all equipment installed on tank. To include Model Numbers, Dimensions and Weight
9. Type of analysis (feasibility or rigorous)
10. Design Loading Criteria: Occupancy Category, Applicable Load Cases (Wind, Ice, Seismic, etc.) and Controlling Load Combinations
11. Results of analysis
12. Proposed reinforcement of existing members and/or connections and all proposed additional members where needed
13. Sources of Data: Previous Structural Analysis, Fabrication Drawings, Field mapping, As-Built Drawings, Geotechnical Reports, etc.

Drawing Requirements:

1. All drawings must be Site specific
2. If Licensor's Project Manager has made site visit prior to drawing, a sketch of site (not to scale) will be given to Site Acquisition Representative
3. 4-6 gang meter for Power and Telco must be placed at the Site to accommodate utility meter reader
4. Coax will be required to be buried by Licensor's Project Manager and/or Tank Owner, unless prior approval has been given by Licensor for alternate method (ice bridge)
5. Coax must be routed on the inside (riser side) face of the Tank leg. Only exception: design of Tank would not allow
6. First Licensees coax must be installed in the inside of a hinged jumbo cluster bracket. Subsequent Licensees may be required to install on the outside of same bracket, if ground Equipment location is limited
7. Tank height, RAD center height, balcony height must be on plans
8. If Licensee is co-locating on top of Tank or corral, the diameter of Tank must be on plans. Plans must indicate current antenna locations on the Tank, by post number with post #1 = True North
9. Only full sealed welding is allowed and must be indicated on plans
10. All coax running over the bowl of Tank must have at least four foot (4') separation from Tank logo and coax must be shrouded with shrouding painted to match Tank
11. Corral must be painted to match Tank
12. Licensee may be required to use white or colored coax to match Tank.
13. Painting of coax not allowed
14. Corral posts must be marked 1, 2, 3, etc., indicating which post Licensee will be using and the orientation of the antenna. Post number one (#1) to align with True North. (No skipping of post within a sector)
15. The number of coax installed must be denoted on plans. Also must have a detail showing coax being installed on the kickers
16. Licensee may be required to install a "Stymielock" at the compound entry gate. If applicable this lock must be denoted on the drawings
17. Signature box with date must be included on the title sheet drawings. Signature box to include:
 - a. Licensor's Project Manager
 - b. Licensee Project Manager
18. The distance from Tank to Equipment shall be no less than ten feet (10')
19. Licensed Ground area must be in concrete not gravel, due to ground maintenance problems. No loose gravel is allowed at the site
20. Include cover sheet listing General Structural Notes (Applicable codes, Standards, Design Load Criteria), Structural Metals, etc. as applicable

Installation must follow the Installation Standards attached in License Agreement/Amendment along with any site-specific requirements and/or Governmental and AWWA standards.

Installation inspection must be performed by Licensor prior to Licensee being allowed to go on air (Regardless of Contractor).

Licensor's Project Manager will make every effort to meet at the Tank Site with Tank Owner, Site Acquisition contact, Project Manager and any other parties prior to Licensee submitting for plans. This will help insure drawings are correct the first time.

Make sure all involved parties are issued these requirements as well as Exhibit E Installation Standards in License Agreement/Amendment.

If you have any questions, please contact:

Lee Duke, Project Manager

Office: 800-679-7819

Desk: 478-988-5260

Cell: 478-396-0843

OR

Debbie Sullivan, Vice President / Director

Office: 800-679-7819

Desk: 478-988-5255

Cell: 478-396-9534

Exhibit E-4**Utility Service Communications Co., Inc.
Installation Standards for Antennas and Related Communication Equipment****1.0 Introduction:**

1.1 The various communication companies have been installing antennas and related communication Equipment on Tanks/Site for a number of years, but more recently the frequency and complexity of these installations has increased dramatically. The types of installations typically being utilized have the potential of reducing the structural integrity of the Tank facility and have several adverse effects on the maintenance of the structure and its coating systems. Major Tank manufactures have historically avoided providing any engineering analysis or installation assistance with regard to this type of Equipment.

1.2 The purpose of this standard is to:

1. Provide a general guide for Licensee, their consultants, site construction managers, installation contractors and their crews.
2. Prevent possible structural failure.
3. Ensure compliance with the industry standards.
4. Ensure current operational and maintenance standards.
5. Provide maintenance access to the Tank.

New appurtenances and attachments are to be in compliance with the latest AWWA standards including proposed amendments and or commentaries.

1.3 Licensee may be required to install a "Stymielock" on the compound entry gate & any time during the Licensee's occupancy of the site.

1.4 Antenna installations on Tanks without previous Licensee antenna installations will be required to furnish and erect a corral in accordance with Licensors standard design and meeting the OSHA 1926.502 and 1910.23 Rail Requirements with a locking gate when applicable. Corral shall be sized to fit the diameter of the Tank

1.5 At Tank Owner's request, Licensee may be required to use white or colored coax to match the color of the Tank as closely as possible.

2.0 Contractor Qualifications:

2.1 All Licensee installations require the use of certified electronics technicians, steeplejacks electricians or licensed contractors that have received Licensors approval prior to commencing any installation work. Such approval shall require the completion of a Licensors Contractors Qualification Package along with submittal of photographs of prior Tank installations. All installation work shall be

in accordance with an Licensor's previously approved installation plan. Licensor, at its sole discretion, shall have the right to supervise the installation at Licensee's expense of any and all Equipment. Certificates of insurance will be required by Licensor of any installer.

- 2.2 All approved installers shall have demonstrated capability of conforming to established manufacturer's installation standards, as well as any special standards imposed by Licensor. All work shall be performed in a neat and workmanlike manner. Licensor may require that certain work be supervised and or inspected by Licensor's approved contractor at Licensee's expense.
- 2.3 All installers will have a certified welder per AWS D1.1 performing any welding.
- 2.4 All installers will have a demonstrated familiarity with AWWA D100 standards as it relates to the installation of appurtenances and attachments.

3.0 **Health and Safety:**

- 3.1 Access to an existing structure shall not be permitted by installation personnel without the express consent and approval of Licensor.
- 3.2 Any access to the interior of the Tank is not permitted unless the Tank is emptied, taken out of service and isolated from the water supply system.
- 3.3 Precautions shall be taken to prevent water contamination. Any intrusion to the Tank interior may be considered contamination. If contamination occurs disinfect the Tank (see ANSI/AWWA C652)
- 3.4 Lockout and Tagout procedures should be in place and followed.
- 3.5 Site keys obtained will not be duplicated. Combinations shall not be shared with anyone other than the Licensor and Licensee's tech personnel.
- 3.6 Personal RF monitors must be worn and examined when it is not possible to turn off the energy to any and all existing devices on the structure.
- 3.7 The coating system shall be checked for hazardous materials. Where hazardous materials are found, the environment, potable water supply and all personnel shall be protected from contamination in accordance with applicable standards.
- 3.8 The contractor shall provide fall protection for their personnel during installation or inspection of any Equipment in accordance with OSHA.
- 3.9 Cables shall not be attached to any ladder structures, in accordance with OSHA standards.

- 3.10 Manholes and other access ports shall not be obstructed in any way by cable routing or attachments, in accordance with OSHA standards.
- 3.11 Balconies and platforms shall not be obstructed in any way by cable routing or attachments, in accordance with OSHA standards.
- 3.12 Licensee's contractor must comply with applicable Site Safety Plans.

4.0. **General Workmanship:**

- 4.1 Epoxy attachments shall not be used. Epoxy compounds can lose strength at temperatures exceeding 140 degrees Fahrenheit. Additionally, epoxy compounds can be subjected to extreme stresses from thermal expansion/contraction of the metal structure due to changes in the ambient temperature and subsequently exhibit shear failure.
- 4.2 Stud welding shall not be used. A properly installed stud weld will scorch the internal coating system in the same manner as a full seal weld. In addition, the plate attachment to the studs is open to water seepage and corrosion from trapped water and moisture. Proper coating procedures cannot be used on the Tank surfaces that have plates or other attachments bolted to them.
- 4.3 Any penetrations larger than three inch (3") in diameter that are to be cut into the support structure require special expertise in design and installation to minimize the possibility of structural damage to the structure. Consideration should be given to reducing the Tank water level whenever openings are cut into the support structure per AWWA D100 – A5.6 recommendations. A professionally engineered solution must be provided.
- 4.4 Older Tanks are prone to hidden corrosion. A careful inspection of all components, including ultrasound thickness measurements are recommended to verify the Tank's structural strength relative to the original design. Corrective repairs should be made as recommended by a professional structural engineer competent with ANSI/ TIA-222-G, ASCE/SEI 7 and AWWA D100 standards.
- 4.5 Should Licensee's Equipment installed on the Tank and Site be allowed to remain at the site during tank maintenance at Licensee's expense antenna cables should be arranged and located to allow protective wrapping during abrasive blasting and recoating. Neatly arranged cables shall be offset from the Tank to allow maintenance contractors to perform this work without removing the cable runs. Chaining or strapping to tower legs or handrails is not allowed. Cable runs should be routed under balconies or walkways to minimize access and rigging interference. Vertical coax routing up a leg should be orientated towards the center of the Tank on the inside face of the leg, typically between the struts and riser rods.

- 4.6 Licensee shall use hinged cluster brackets with snap-in clips capable of supporting twenty-four (24) 1 5/8" coax cables and shall route the coax cables on the inside of the cluster brackets.
- 4.7 Cables and antenna shall be installed to provide a minimum of six inch (6") clearance from the coating systems. Any deviations must be expressly approved by Licensor.
- 4.8 Coax runs shall have a minimum of four foot (4'-0") clearance from Tank logos. The coax run on the Tank bowl shall be shrouded and painted to match the Tank.
- 4.9 A heavy duty "Hoisting Bracket" shall be installed at the top of the messenger pipe for the purpose of coax support on the tank leg. The weight of the coax cannot be supported on the catwalk penetration or on the bowl brackets used for routing coax over the dome.
- 4.10 If new antennas are installed on the top of the Tank, FAA obstruction lighting may need to be installed or raised to meet FAA guidelines. Local FAA height restrictions should be adhered to strictly.
- 4.11 Many components common to the communications industry are designed for easy shipping. When bolted together, back to back components should be seal welded to prevent future corrosion and rust streaking.
- 4.12 When electrical components are installed within the Tank support pedestal, the effects of high humidity, moisture and condensations should be considered and the Equipment adequately protected or waterproofed.
- 4.13 Interference with interior Tank components should be considered and avoided to minimize cable rerouting.
- 4.14 Penetrations shall be designed in accordance with AWWA D100 Section 3.13.
- 4.15 Penetrations through walkways and platforms shall be toe board compliant in accordance with OSHA regulations.
- 4.16 Ground bars and leads shall not be installed on any part of the structure. Full seal welded coax and antenna standoffs may be utilized for mounting ground bars and leads.
- 4.17 A rigorous structural analysis by a professional engineer competent in the application of the ANSI/ TIA-222-G, AWWA D100 and ASCE 7 Standards is required on each structure.
- 4.18 All installers shall comply with applicable local, state and federal requirements. In the absence of any applicable government standards, applicable BOCA and NEC codes, as well as EIA, TIA and AWWA, Standards will apply.

- 4.19 All materials and workmanship are to be in compliance with the latest AWWA standards.

5.0 **Welding:**

- 5.1 All welding shall be in accordance with AWWA D100 Section 8, Welding and Section 11, Inspection and Testing. This requires all welders to be certified in accordance with AWS D1.1. Only Licensor's approved contractors will be allowed to weld on Licensor's managed Tanks.
- 5.2 All welds to the Tank surface shall be made with E7018 low hydrogen rod and shall be smooth and free of burs and undercuts. Unacceptable welds shall be repaired as Section 6.1 below indicates to meet AWWA D100 requirements.
- 5.3 No welding shall be done when the ambient temperature is below 32 degrees Fahrenheit unless the cold weather welding requirements of AWWA D100, Section 10.2.1 are followed.
- 5.4 Penetrations shall not intersect Tank weld seams. Penetrations should clear existing seams by 6 inches (6"). If this clearance is not possible, a review by a professional engineer shall be made of adjacent weld seams that may be affected by local welding.
- 5.5 Welding to the Tank or access tube opposite the water level is not permitted. The water level shall be drawn down to a level not less than 2 feet (2') below the point of welding.
- 5.6 Galvanized components shall not be welded directly to the Tank surface. Galvanized surfaces mating to the Tank structure must be ground free of galvanizing prior to welding.
- 5.7 Tubular columns on multi-leg supported Tanks are hermetically sealed and must not be breached or punctured under any circumstance since moisture will accumulate inside the leg and eventually cause serious structure damage.

6.0 **Painting:**

- 6.1 Welding may cause blistering of the interior paint opposite the weld. Damaged interior paint surfaces shall be repaired in a manner that is compatible with the existing paint system. Exterior paint damage shall be repaired after completion of the antenna installation, and should be compatible with the existing paint system. It is recommended that a one-year anniversary inspection be made to evaluate the quality of the touchup and repainting if required. AWWA D102 should be consulted for proper paint procedure.

- 6.2 All painting and surface preparation shall be in compliance with SSPC and NACE regulations.
- 6.3 Utility Service Company must be given "First Right of Refusal" to perform the interior touch ups on Tanks that are currently being maintained by Utility Service Company.

7.0 **Electrical:**

- 7.1 All installation work shall be performed in a neat and workmanlike manner. Any new installation shall not cause mechanical, electrical or electronic interference to other RF Equipment located on the site.
- 7.2 All installations shall comply with all applicable local, state and federal requirements. In the absence of any applicable government standards, applicable BOCA and NEC codes, as well as EIA, TIA and AWWA standards must be adhered to.
- 7.3 All RF Equipment and transmission lines installed shall be FCC type accepted for the radio service and frequencies proposed in the License Agreement and attached exhibits.
- 7.4 All transmission lines shall be attached to tower coax supports using snap-in hangers. The use of stainless steel angle adapters (Andrew 31768A or approved equal) is authorized. Cable ties are not permitted.
- 7.5 Cable runs shall be buried between the tower and electrical Equipment housing. Any excessive or slack cabling must be attached at the cabinet or inside the shelter. No excessive or slack cabling should be visible on the Tank or attached to the Tank itself.
- 7.6 Licensee must have an independent line locate performed prior to the construction start date.
- 7.7 When possible, the Equipment cabinet or shelter will be located a minimum of ten feet (10'-0") from the Tank.
- 7.8 A four (4) to six (6) gang meter for Power and Telco shall be provided by the Licensee.

8.0 **Equipment:**

- 8.1 All transmission lines shall be tagged at the top and bottom of each run near the connector with an identification tag containing the Licensee's name, with Sector location FCC or IRAC call sign and the frequency assigned. Brass tags with copper wire are preferred. Plastic tags with vinyl labels or indelible ink markings

are acceptable. Licensee's name, site name, site I.D., site address, contact for the licensee, phone number and the output power must be posted at the site.

- 8.2 Licensee shall be responsible for the proper signage at the site per all regulatory requirements. Attaching signs to the Tank is not allowed.
- 8.3 Equipment shall only be installed in locations and positions determined by the Licensor. The Licensor's Project Manager will designate the exact locations for the installation of electric equipment, transmission lines and antennas. If for any reason the proposed installation cannot conform to these instructions, the Licensor's Project Manager shall be contacted prior to any further work.
- 8.4 All installed Equipment shall be housed in suitable EIA approved enclosures or Equipment racks. All enclosure doors and covers shall remain closed and locked at all times except during actual Equipment servicing.
- 8.5 New installations will not cause mechanical, electrical or electronic interference to other Licensee's RF Equipment, other associated Licensee's Equipment or any Licensor Equipment located in the Equipment shelter, tower structure or anywhere else on the site.
- 8.6 The use of Ice Bridges must be approved by the Licensor.

9.0 **Inspections & Approvals:**

- 9.1 Licensor shall require a structural analysis for review and approval. (See "Exhibit D-4" for Requirements)
- 9.2 Licensor shall be provided with 'as-built plans' for review.
- 9.3 Licensor shall be provided with all drawings for review and approval prior to start of construction. (See "Exhibit D-4" for Requirements)
- 9.4 Licensee must have the following in hand prior to releasing the site for permitting.
 - A. Fully Executed License Agreement / Amendment
 - B. Licensor's Approved Structural
 - C. Licensor's Approved and Stamped Drawings
 - D. Licensor's Approved Contractor to perform the work on the tank
 - E. All fees and charges must be paid
 - F. Copy of P.O. Confirming Scope of Work (Pricing redacted)
 - G. Licensor Issued NTP Executed with a firm construction start date
- 9.5 Licensor will issue an NTP prior to the site being released for construction/permitting. Licensee must sign and give a firm construction date and return the NTP to Licensor. Licensor will then release the site for construction. Licensor will supply a Tank Owner contact name and number to Licensee.

- 9.6 Licensors must be supplied with a copy of the Purchase Order (P.O.) and/or Notice to Proceed (NTP) and a tentative schedule date of when exterior and interior touch up will be completed.
- 9.7 Contractor shall provide a closeout package at the end of the project prior to acceptance by Licensor. This package shall supply as a minimum, photographs, sweep charts, copies of permits and as-built drawings and lien waivers for subcontractors and vendors.
- 9.8 **Licensors must complete a final inspection and approve the installation prior to Licensee going on air.
(Regardless of Contractor)**

If you have any questions regarding these installation standards contact:

Lee Duke, Project Manager

Office: 800-679-7819

Desk: 478-988-5260

Cell: 478-396-0843

OR

Debbie Sullivan, Vice President / Director

Office: 800-679-7819

Desk: 478-988-5255

Cell: 478-396-9534



October 19, 2022

City of Gulfport Code Enforcement
2220 15th St.
Gulfport, MS 39501

Attention: Jessica

South Mississippi Business Machines would like to express our gratitude for the opportunity to offer this proposal for a Sharp Digital Color MFP. Our staff stands ready to assist you in every way possible to ensure your satisfaction. The following information pertains to the equipment you expressed an interest in:

MS State Contract # 8200062084

Sharp BP-70C31 31 CPM Digital Color MFP w/Copy, Print, Scan & Fax

Includes:	300 Sheet Dual Single Pass Feeder (2) 550 Sheet Paper Cassette (1) 100 Sheet Bypass Inner Staple Finisher Right Side Exit Tray Trayless Duplexing Surge Protector	MS State Contract	SMBM
		<u>48 Months</u> \$140.87	<u>48 Months</u> \$137.00

Full-Service Maintenance Contract: Includes: All parts, labor and supplies (excluding paper & staples):
\$.0075 cost per B/W copy/print.
\$.042 cost per Color copy/print.

If I can be of further assistance, please feel free to call me at (228) 697-0650.

Sincerely,

A handwritten signature in blue ink, appearing to be 'TC' or 'Travis Cuevas'.

Travis Cuevas
Sales Manager

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City of Gulfport (hereinafter referred to as Customer), and SMBM of Gulfport (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the Customer. These payments shall be deposited into the bank account of the Vendor's choice. The Customer, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. The Vendor understands and agrees that the Customer is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor: SMBM of Gulfport

For the Customer: City of Gulfport

Name Travis Cuevas
Title General Manager
Address PO Box 697, Gpt, MS
City, State, & Zip Code 39502

Name Billy Hewes
Title Mayor
Address PO Box 1780. Gpt. MS
City, State, & Zip Code 39502

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. **RECORD RETENTION AND ACCESS TO RECORDS:** The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.
22. **EXTRAORDINARY CIRCUMSTANCES:** If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.
23. **TERMINATION:** This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.
24. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement 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 Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
25. **MODIFICATION OR RENEGOTIATION:** This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.
26. **WARRANTIES:** Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.
27. **E-VERIFY COMPLIANCE:** If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), 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 electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. **HARD DRIVE SECURITY:** Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. **TRANSPARENCY:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

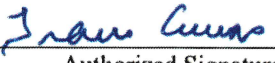
31. **COMPLIANCE WITH LAWS:** The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Revised Date: February 2014

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 9th day of November, 2022.

Vendor: SMBM of Gpt

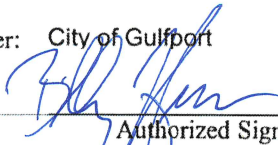
By: 
Authorized Signature

Printed Name: Travis Cuevas

Title: General Manager

Witness my signature this the 9th day of November, 2022.

Customer: City of Gulfport

By: 
Authorized Signature

Printed Name: Billy Hewes

Title: Mayor

Revised Date: February 2014

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

Vendor Company Name: SMBM of Gulfport

Customer Agency Name: City of Gulfport

Bill to Address: P O Box 1780
Gulfport, MS 39502

Ship to Address: Bldg Code Svcs

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
Sharp BP-70C31 Color Copier w/Fax	\$137.00 per mth

Delivery Schedule and Installation Date:

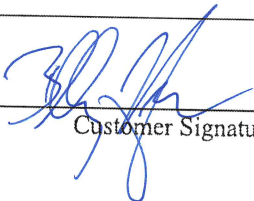
Rental Term: (Number of Months) 48

Start Date: 11/1/2022

End Date: 11/1/2026

Modifications: _____

Vendor Signature



Customer Signature



City of Gulfport, MS

City of Gulfport, MS
1422 23RD AVE
Gulfport, MS 39502
United States

Kaitlyn Klingenberg
Administrative Assistant
kklingenberg@gulfport-ms.gov
228-868-5790

Reference: 20220922-120200556
Quote created: September 22, 2022
Quote expires: December 21, 2022
Quote created by: David Pogolian
Director of Sales
david.pogolian@qless.com
+1 (818) 210-4611

Comments from David Pogolian

Included in Quote:

- Account Setup/Virtual Training
- Virtual Interactive Queueing & Appointments
- Daily Reports / Historical Reports
- Live Dashboard

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
GOV 2022: Account Set-up & Virtual Training	GOV 2022 ASVT	1	\$2,500.00	\$0.00 after \$2,500.00 discount
GOV 2022: Mobile Queuing Platform 2 Way SMS - S	GOV MQPI S	1	\$7,800.00 / year	\$7,800.00 / year
GOV 2022: Live Dashboard Per Account Annually	GOV LD	1	\$600.00 / year	\$600.00 / year
GOV 2022: Daily Reports Per Account Annually	GOV DR	1	\$600.00 / year	\$600.00 / year

Subtotals

Annual subtotal	\$9,000.00
One-time subtotal	\$0.00
	after \$2,500.00 discount
Total	\$9,000.00

Purchase Terms

1. The customer agrees to allow QLess to promote that you are a customer of QLess.
2. The customer is responsible for providing electricity, Internet access, a computer, and a QLess-supported browser at each point of service.
3. Payable upon receipt
4. The launch is defined as the Delivery of the standard QLess solution along with the admin login.
5. In the QLess iOS and Android Apps, customers have to be provided the ability to request priority and trade places with another customer
6. To avoid interruption of service, the contract will auto-renew for successive terms (1-time fees excluded) until canceled in writing at least 90 days in advance of the end of the then-current term.
7. Rates above include account setup, initial configuration & training.
8. This Service Order outlines the project and all the deliverables by QLess. It supersedes all prior agreements or discussions with the company.
9. Unless otherwise noted, client subscription will begin upon receipt of the Engineering welcome letter and when admin access is granted or continued. This shall also constitute the renewal date upon completion of the subscription term. In exceptional instances where renewal invoicing is delayed while services are still active, any lapsed invoicing periods will be retroactively applied, and the renewal date will remain as aforementioned.
10. This contract is subject to QLess Terms and Conditions that can be found at <https://www.qless.com/terms/>

Signature


Signature
Billy Hewes
Printed name

11/9/2020
Date

Countersignature

David Pogolian
Signature

10/27/2022
Date

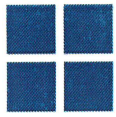
David Pogolian
Printed name

Questions? Contact me



David Pogolian
Director of Sales
david.pogolian@qless.com
+1 (818) 210-4611

QLess
21 Miller Alley, Suite 210
Pasadena, CA 91105
United States



The Arbitrage Group, Inc.

1294 Hosford Street, Suite C
Hudson, Wisconsin 54016

Telephone 715 386 8044

www.thearbitragegroup.com

November 3, 2022

Billy Hewes
Mayor
City of Gulfport
P.O. Box 1780
Gulfport, MS 39501

Dear Mr. Hewes:

We are pleased to submit this engagement letter, which describes the assistance we will provide to the City of Gulfport, Mississippi ("Borrower") regarding the calculation of arbitrage earnings for the \$45,850,000 Mississippi Development Bank, Special Obligation Bonds Series 2021 (Gulfport, Mississippi General Obligation Public Improvement Project) ("Bonds"). This letter provides our understanding of the needs of the Borrower, lists the information that is to be provided to The Arbitrage Group, Inc. ("The Group") to compute the arbitrage earnings amount, and describes the procedures to be performed.

The Borrower needs to determine the arbitrage earnings amount for the Bonds for the period from September 15, 2021 to September 1, 2022 ("Computation Period"). The arbitrage earnings amount is the difference between:

- a. The actual earnings on nonpurpose investments purchased with gross proceeds of the Bonds during the Computation Period, and
- b. The earnings which would have been earned during the Computation Period on nonpurpose investments if such investments had been invested at a rate equal to the yield on the Bonds.

The Borrower will be responsible for providing The Group with the applicable documentation required to calculate the arbitrage earnings amount. This documentation includes:

- i. IRS Form 8038, Tax Agreement, and Official Statement (received);
- ii. Investment agreement and supporting investment activity/statements; and
- iv. Trust statements for the Computation Period for each fund with gross proceeds of the Bonds.

Utilizing the information provided above, the following procedures will be applied by The Group:

- (1) Review the documents associated with the issuance of the Bonds to identify key characteristics of the Bonds and the related arbitrage requirements, including that: (i) the Bonds are one overall issue for tax purposes; (ii) there are no transferred proceeds of the Bonds; (iii) the yield is fixed rate without the presence of expected qualified guarantee or qualified hedge amounts; (iv) there is no invested reserve or similar pledged fund(s) that would constitute replacement proceeds; costs of issuance (if not provided) will be assumed allocated at closing and not invested; and (v) all trustee-held and investment agreement funds were uncommingled;
- (2) Review the trust/investment agreement statements and determine that all trust statements related to the Computation Period have been provided and Borrower-provided or authorized information and representations;



The Arbitrage Group, Inc.

City of Gulfport, Mississippi
Billy Hewes, Mayor
November 3, 2022
Page 2

- (3) Calculate the bond yield from the Official Statement for use in updating these calculations;
- (4) Assemble schedules of investment activity for each fund/account subject to the arbitrage rebate requirements and calculate the arbitrage earnings amount for the Computation Period (with respect to the Bond Fund(s) assume such fund(s) operated as an excludable bona fide debt service fund);
- (5) Prepare a draft report of our findings which will include a summary of the information and computational assumptions affecting the calculations;
- (6) Submit our draft report to the Borrower for review and approval; and,
- (7) Complete quality reviews of the report and the supporting documentation and issue our report to the Borrower along with IRS Form 8038-T if applicable and tailored instructions.

The successful completion of this engagement will require close coordination between the personnel resources of the Borrower and The Group. Accordingly, we will assign a Project Director for this engagement to coordinate engagement activities and we would like the Borrower to do the same. We will have no obligation to update our report or to check any revised calculations because of events and transactions occurring subsequent to the date of our report.

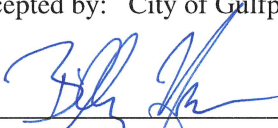
Our report is to be issued solely for your information and assistance and is not to be quoted or referred to in other documents without our prior written consent. It is assumed that all of the appropriate documentation is available in a concise, organized, and complete manner, and that we will have access to the individuals responsible for the investment portfolio. Based on these assumptions, we estimate the fees for the defined Computation Period to not exceed \$1,000. These fees would include any out-of-pocket expense incurred by us.

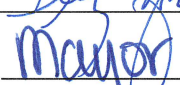
We look forward to working with you on this project. If you have any comments or questions regarding this engagement, please do not hesitate to call me at (715) 386-8044 or gichel@thearbitragegroup.com. To signify your acceptance of the arrangements described in this letter, please return a signed copy of this letter.

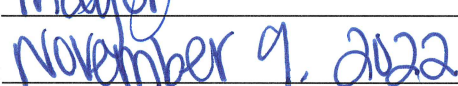
Very truly yours,
The Arbitrage Group, Inc.

Gregory A. Ichel, Principal

Accepted by: City of Gulfport, Mississippi

By:  _____

Title:  _____

Date:  _____

RAYMOND JAMES®

November 8, 2022

Billy Hewes, Mayor
City of Gulfport, Mississippi
Office of the Mayor
P.O. Box 1780
Gulfport, MS 39501

Re: Mississippi Development Bank Special Obligation Bonds, Series 2021 (Gulfport, Mississippi General Obligation Public Improvement Project)

Dear Mayor Hewes:

This letter outlines Raymond James' proposal to serve the City of Gulfport, Mississippi (the "City") as Investment Adviser relating to the investment of certain proceeds derived from the Mississippi Development Bank Special Obligation Bonds, Series 2021 (Gulfport, Mississippi General Obligation Public Improvement Project) (the "Series 2021 Bonds"), primarily, the Project Fund (the "Fund"). Raymond James proposes to serve the City as its adviser to execute a two phase scope of services with regard to the investment of the Fund associated with the Series 2021 Bonds.

Prior to describing our scope of services in more detail it is important to note we intend to provide our services to the City as a registered investment adviser. Thus, we have a fiduciary duty to you as the investment strategy is developed and the investment is procured. To that end, Raymond James does NOT provide the investment but rather we conduct a **competitive bid** to procure the desired investment at the best price/highest yield. We provide our services for a fully disclosed fixed fee paid upon closing, and our fee can usually be paid to us by the winning provider of a given investment based upon the fees laid out in our engagement letter with you.

SCOPE OF SERVICES

Phase 1 ("the Analysis and Investment Strategy Development Phase") involves determining the amounts to be invested (including liquidity hold-back for the Fund), if applicable, as well as a recommendation for the investment strategy regarding the type of investment vehicle to be utilized and the potential amounts to be invested within the Fund. The investment will be designed to achieve a desired level of liquidity, a risk tolerance expressed by the City and maximize potential earnings based upon the constraints. It is anticipated the potential investment will be a portfolio of U.S. Treasury securities, an eligible investment alternative available under the Series 2021 Bonds Indenture.

Phase 2 (the "Execution/Procurement Phase") involves the execution of the competitive bid process by Raymond James amongst the applicable investment providers for the investment. For example, for a laddered portfolio of U.S. Treasury securities, potential bidders would include various primary and regional broker/dealers who would compete to offer a portfolio at the lowest cost/highest yield.

Raymond James' full scope of services is described below and, as described above, we provide these services on a fully disclosed fixed fee basis.

Scope of Services: Phase 1 - Analysis and Investment Strategy Development

1. Assist the City in determining its preferred amount of liquidity hold-back (percentage or dollar amounts) for the Fund;
2. Calculate potential interest earnings available under various scenarios for the Fund (based upon the results of the hold-back discussion);
3. Review and discuss risks and other considerations associated with investing the Fund in a portfolio of U.S. Treasury securities ("Portfolio"); and
4. Assist the City in determining the overall optimal tactics of bid approach with respect to market risk and timing.

Scope of Services: Phase 2 – Execution/Procurement of the Investments

1. Develop a term sheet for the Fund investment, including any constraints determined by the City, the desired hold-back, if any, and final targeted disbursement/spend-down requirements of the Fund as delineated by the City;
2. Provide the City a list of potential providers for the investment;
3. Pre-market bid and act as liaison between potential investment providers and the City prior to bid;
4. Provide market color to the working group as to the expected investment rate anticipated in the bid;
5. Conduct the bid process for the Fund (receiving bids from as many providers as possible) and report results to the City and any other relevant party(ies);
6. Co-ordinate the flow of post award information amongst the working group;
7. Manage the settlement process to closure by requiring appropriate focus by the working group, and of course, and most importantly, the winning provider;
8. Provide documentation with regard to any such bid process to the City and Bond Counsel (and any other parties).

DOCUMENTATION/TRANSPARENCY

As part of the closing package, Raymond James will provide the City all relevant documentation for its records pertinent for its record retention purposes, including the following. Our documentation package along with having the City on the actual call making the final award of the investments to the winning provider is all part of ensuring the highest degree of transparency throughout the entire process.

- | | |
|------------------------------------|----------------------------------|
| • Final Term Sheets/Addendum(s) | • Bids received |
| • Provider Certificates (executed) | • Bloomberg Market Screenshots |
| • Trade Tickets/Confirms | • Investment Adviser Certificate |
| • Summary of Offers | (executed) |

In consideration for Raymond James acting as Investment Adviser, the City will pay to us a fee not-to-exceed \$39,000 with respect to the Portfolio upon closing. Such fee will be paid, on behalf of the City, by the winning provider of the offered portfolio. The payment of this fee means that technically the yield the City receives on the Portfolio is lower than it would have been without the fee. After the award, we can provide comment on the Portfolio and facilitate the flow of information, but we are not acting as your legal advisor with regard to finalizing the details of the Portfolio. The Investment Adviser acknowledges

that the payment of the fee is contingent on the utilization of and successful settlement of the portfolio of U.S. Treasury securities for the Fund.

Both parties acknowledge and are hereby deemed to agree that Investment Adviser is acting solely as a bidding agent with respect to the Portfolio. Investment Adviser's engagement by the City is strictly limited to solicitation of bids with respect to the Portfolio and other services listed herein. Investment Adviser has not been engaged to compare alternatives to the Portfolio. Investment Adviser will be neither party to, nor liable under, any contract, agreement or understanding executed or otherwise existing to affect the Portfolio. We will not: (i) provide any assurances that every possible potential provider has been solicited; (ii) investigate the veracity of any certifications provided by any party; (iii) provide assurances that the bidding procedures comply with any applicable law; or (iv) be liable to any party if any investment fails to close or for default of any investment. Investment Adviser's limited engagement terminates on the settlement date of the Portfolio and Investment Adviser shall have no duties or obligations thereafter.

The City acknowledges and agrees that Investment Adviser has been retained to act solely as Investment Adviser for the City with respect to the proceeds of these funds, and not as an agent or advisor to any other person, and the City's engagement of Investment Adviser is not intended to confer rights upon any person (including employees or creditors of the City) not a party hereto as against Investment Adviser or its affiliates, or their respective directors, officers, employees or agents, successors, or assigns. Investment Adviser shall act as an independent contractor under this Agreement and any duties arising out of its engagement shall be owed solely to the City. The scope of the Investment Adviser's services is strictly limited to those outlined above and requested by the City.

The Investment Adviser agrees to assist the City as provided only on the basis that it is expressly understood and agreed that the Investment Adviser, in its capacity as Investment Adviser, assumes no responsibility to the City or any person for the accuracy or completeness of any information contained in any Preliminary Official Statement or Official Statement issued in connection with the City's financing, if applicable.

The Investment Adviser or its affiliates may have business relationships with the provider or other providers of information relevant to the matter. These business and trading relationships include, but may not be limited to, trading lines, frequent purchases and sales of securities and other engagements through which Investment Adviser may have, among other things, an economic interest. As described above, Investment Adviser will not receive compensation from any third party with respect to the purchase of the Portfolio. Investment Adviser is involved in a wide range of activities from which conflicting interests or duties may arise. Information which is held elsewhere within Investment Adviser, but of which none of the individuals involved in the Portfolio purchase actually has knowledge, will not for any purpose be taken into account in determining Investment Adviser's responsibilities to the City.

This Agreement may be terminated prior to the completion of services with prior written notice to the other party. Neither party shall incur any liability to the other arising out of the termination of this Agreement. However, the paragraph immediately below shall survive any such termination.

This Agreement embodies all the terms, agreements, conditions and rights contemplated and negotiated by the City and the Investment Adviser, and supersedes any and all discussions and understandings, written or oral, between the City and Investment Adviser regarding the subject matter hereof. Any modifications and/or amendments must be made in writing and signed by both parties.

In the event of a dispute with respect to the services provided by Investment Adviser, the parties hereby agree that the damages payable by Investment Adviser shall be fixed in an amount equal to the fees paid to Investment Adviser hereunder, as full liquidated damages, and not as a penalty. The City understands that its actual damages may be greater or may be less than such amount. Accordingly, the City hereby waives any right to claim that the City may seek or obtain additional damages from Investment Adviser.

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi without reference to any conflicts of law provisions that apply the law of a different jurisdiction.

Please sign below to evidence your agreement as to the scope of Investment Adviser duties and proposed fee structure. Signature below acknowledges that (i) Exhibit A is part of this Agreement and (ii) the Form ADV Part IIA disclosure brochure for the Public Finance Investment Strategies Group has been received as part of this disclosure and Form ADV Part IIB disclosure brochure for David Sutton has been received as part of this disclosure and that the client has been given the opportunity to fully review these brochures. Any questions regarding the Form ADVs may be directed to RJ Fixed Income Compliance at 880 Carillon Parkway, St. Petersburg, FL 33716.

Additionally, your signature below acknowledges receipt of, review of and understanding of the risks associated with investing in United States Treasury securities as described in Exhibit B. By virtue of review and acceptance of the term sheet and award of the Portfolio to the winning Provider, the City acknowledges acceptance of the draw schedule included therein and represents that such draw schedule is a product of internal discussions within the City which has been conveyed to Raymond James. The City also acknowledges that the draw schedule provides the District sufficient liquidity over the term of the Fund. Your signature below also acknowledges the City's intent to be a buy and hold investor with no intent to liquidate any securities prior to maturity at a risk of a loss to the City.

Sincerely Yours,

The parties have agreed to be bound by the terms of this letter by their duly authorized officers on this 8th day of November 2022.

RAYMOND JAMES & ASSOCIATES, INC.



David Sutton, Managing Director

CITY OF GULFPORT, MISSISSIPPI

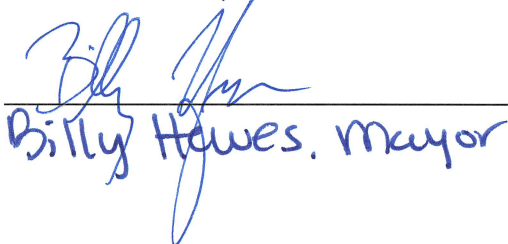


EXHIBIT A
INVESTMENT ADVISER CONSULTING SERVICES
Additional Terms, Conditions and Acknowledgments

This document is to be considered to be an investment management agreement and this agreement is NOT an engagement providing advice regarding the structure, timing and terms of an issuance of municipal securities or advice regarding municipal financial products;

Investment Adviser is providing Investment Adviser services pursuant to Section 15B (e)(4) (c) of the final rules (15 U.S.C. 78o-4(e)(7)) and is deemed to be exempt and is not required to be registered as a municipal advisor under Exchange Act Section 15B.

Client desires to receive services through Investment Adviser's Investment Adviser Representative(s) ("IAR"). In consideration of the mutual benefits to be derived from this agreement, Investment Adviser and Client agree to the following terms and conditions.

1. Services General. Investment Adviser through its IAR shall provide Client the Services set forth in the Scope of Services as outlined on the first two pages of this letter agreement.

2. Compliance with Laws. Investment Adviser, IAR and Client shall comply with the Investment Advisers Act of 1940, as amended (the "Act"), regulations enacted thereunder, and state and federal laws, rules; regulations applicable to their respective duties and obligations under this Agreement; and those of the Municipal Securities Rulemaking Board.

3. Acknowledgement of Disclosure Brochure Delivery. If required by Section 204-3 under the Act, Client acknowledges receipt of Investment Adviser's Form ADV Disclosure Brochure (Part 2A) and Brochure Supplement(s) (Part 2Bs). By signing this agreement, Client acknowledges receipt of Investment Adviser's Form ADV Brochure, Brochure Supplement for David Sutton and this Agreement. Such disclosure documents were provided either at the time of or prior to entering into this Agreement. Client acknowledges that Client has received, read, understood, and agreed to abide by the applicable terms set forth in this agreement, the Investment Adviser's Form ADV Brochure and the Brochure Supplement for David Sutton.

4. Confidentiality and Information sharing. All information and investment advice furnished by either party to the other, including their agents and employees, shall be treated as confidential and not disclosed to third parties except as agreed upon in writing as reasonably necessary to comply with the requirements of applicable regulations and laws.

5. Jury Trial Waiver. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement and the transactions it contemplates. This waiver applies to any action or legal proceeding, whether sounding in contract, tort or otherwise. The prevailing party in any action or legal proceeding shall be entitled to reasonable costs and attorneys' fees.

EXHIBIT B
TREASURY/AGENCY SECURITIES INVESTMENT RISKS

Risk/Consideration	Description	Mitigant(s)
Credit/Default Risk	• Issuer is downgraded • Issuer is unable to meet debt service obligations	• U.S. Treasury securities are considered to have the least credit risk of any security available as the timely payment of the securities is fully backed by "full faith and credit" of the U.S. Government and its ultimate ability to print currency to fund payments • U.S. Treasury securities are rated in the highest rating category by both Moody's (Aaa) and Fitch (AAA). The U.S. was downgraded by S&P to AA+ on August 5, 2011. Agency securities have an implied guaranty of the United States and carry the same rating as the United States.
Interest Rate Risk	• Interest rates rise and non-callable debt security prices fall • Interest rates fall and non-callable debt security prices rise	• If held to maturity, U.S. Treasury/Agency securities generally offer a fixed rate of return and guaranteed principal value • Inherently, ladder portfolio is structured for the securities to be held until maturity (on/before the required project draw payment date)
Market/Reinvestment Risk	• Project delays lead to slower than expected expenditures and need for funds, resulting in cash-flow from maturing securities not needed until a later date(s) • If for some reason the U.S. Treasury/Agency securities needed to be liquidated prior to maturity, you could receive less than the face value of the investment and/or less than the initial purchase price (a loss)	• U.S. Treasury/Agency securities market is considered to be the most liquid security market with large volumes bought and sold by individual investors, institutions and foreign governments. High liquidity translates to ease of ability to exit but does <u>not</u> mitigate risk of loss on early liquidation • Inherently, ladder portfolio is structured for the securities to be held until maturity (on/before the required project draw payment date)
Counterparty Risk	• Provider is unable to deliver U.S. Treasury/Agency securities at the agreed upon price on the agreed upon date of settlement	• Settlement will typically be conducted at maximum of T+3 thereby limiting the provider's settlement exposure • Guaranteed Delivery is required by Provider (in most cases) • Securities settled via delivery method versus payment method
Project Liquidity	• Lack of available funds due to acceleration of project draws or underestimation of costs	• An agreed upon amount of the project fund draws to be invested is withheld to offer initial liquidity cushion • Often invested in money market funds or short-term investment pools with 24-48 hour withdrawal capability

Solicitor Disclosure Form

RAYMOND JAMES®

Public Finance Investment Strategies Group

(A business unit of Raymond James & Associates, Inc.)

We wish to inform you that Lindsey Rea is acting as a solicitor
(Name of representative)

on behalf of the Public Finance Investment Strategies Group (a business unit within the Public Finance/Debt Investment Banking Department of Raymond James & Associates, Inc.), which is a registered investment adviser. The solicitor has referred this relationship to the Public Finance Investment Strategies Group. The solicitor will be compensated based upon the total advisory fees charged to the client. A fee schedule is listed below explaining the solicitor's compensation based upon a portion of the Total Advisory Fee that will be transferred to the applicable business unit within the Public Finance/Debt Investment Banking Department.

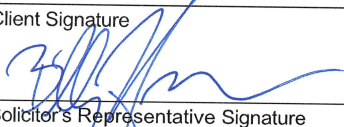
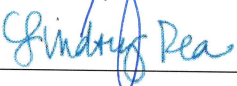
Total Advisory Fee Not-to-Exceed	Solicitor's Fee
\$ <u>39,000</u>	<u>50</u> %

Client Name: City of Gulfport, Mississippi

Acknowledgements & Signatures

The total advisory fee charged to the client will be the same regardless of whether a solicitor is used or not.

The client acknowledges that Form ADV Part II disclosure brochure for Raymond James and Associates has been received as part of this disclosure and that the client has been given the opportunity to fully review this brochure.

Client Signature 	Date <u>11/9/2022</u>	Client Signature (if applicable)	Date
Solicitor's Representative Signature 	Date 11/8/2022		

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(xxxxxxxxxx) 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(xxxxxxxxxx) 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:

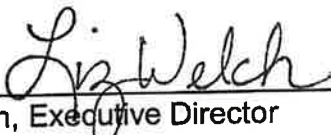
City of Gulfport
Attn: Billy Hewes, Mayor
Post Office Box 1780
Gulfport, Mississippi 39501
Telephone: 228-868-5705 ext. 7
Email: tharman@gulfport-ms.gov

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: 
Liz Welch, Executive Director

Date: 10/13/22

CITY OF GULFPORT

By: 
Billy Hewes, Mayor

Date: September 30, 2022

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.

AGREEMENT
By and Between
City of Gulfport and Gulfside Casino Partnership

This **Agreement** is entered by and between Gulfside Casino Partnership dba Island View Casino Resort dba Windance Country Club (the “Gulfside”) and the City of Gulfport, Mississippi (“City”), a municipal corporation existing in the State of Mississippi, (collectively referred to as the “Parties”) and is entered into in Gulfport, Mississippi:

Whereas, City annually hosts its Harbor Lights Festival each year in Gulfport, Mississippi, which event will be held this year from November 25, 2022, through December 31, 2022, in and around the Jones Park area (“Event”);

Whereas, Gulfside is the owner of Windance Country Club and certain golf carts used in connection with the operation of its golf course located in Gulfport, Mississippi (“Windance”);

Whereas, City wishes to utilize eight Gulfside golf carts during the Event and Gulfside is willing to make available golf carts for this purpose subject to the terms set forth herein;

NOW, THEREFORE, in consideration of the terms set forth herein, the Parties hereby agree as follows:

1. Gulfside will make available eight golf carts from Windance Country Club beginning at 8 AM on November 25, 2022 through 10 PM on December 31, 2022 (the “Term”).
2. City agrees to designate responsible drivers who will operate the golf carts in a legal and safe manner during the Term to be used solely in connection with the Event;
3. City agrees to be responsible for any and all damage caused to any of the golf carts made available to the City pursuant to this Agreement.
4. Additional terms:

In the following terms, the words “you” or “your” refer to City (as applicable) and the words “us”, “we” or “Gulfside” refer to Gulfside Casino Partnership, its partners, officers, employees and agents:

- a. **Independent Contractor/Damages to Equipment:** You are an independent contractor to us and not an employee. You and we have no master/servant relationship, and we have no right to control your Event or what is occurring at the Event. You agree that if any damage is caused to the golf carts while being used for the Event (excluding ordinary wear and tear), you shall be liable to us for the cost of the repairs.
- b. **Compliance with Laws:** You shall be responsible for obtaining all required permits related to the Event and represent you will fully comply with all applicable laws, ordinances, and other regulations, which may apply or govern the Event.

- c. **Equipment:** You will provide all equipment necessary for the Event, except to the extent we agree to provide the golf carts as stated. We are not responsible for damage to any equipment, and you shall bear the sole risk of loss, including damage to or destruction to any equipment.
- d. **Transportation:** To the extent permitted by Mississippi law, the City will: assume responsibility for transporting the golf carts to and/or from the Event; assume the risk of loss of the golf carts and will assume the risk of loss for any damage, loss or liability related to the use of the golf carts; and fully indemnify Gulfside for any damage related to the golf carts or any injury, damage, loss or liability related to the transportation of guests or caused to property in connection with the Event.
- e. **Assignment:** You may not assign or delegate your rights or obligations under this Agreement to any other person or group.

Indemnification and Insurance: To the extent permitted by Mississippi law, the City will indemnify Gulfside Casino Partnership, its partners, officers, employees and agents against damage, loss and liability (each a "Loss") arising directly out of or resulting directly from a claim by any third party and/or insurer alleging that a third party has suffered a Loss as the result of the Event, including but not limited to, the negligent or willful acts or omissions of you, any person attending the Event or any agent or representative. Subject to Mississippi law, losses include reasonable court costs and related fees and this indemnification provision contained in this Section shall survive the expiration or sooner termination of this Agreement.

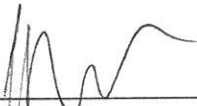
- f. **Severability and Entire Agreement:** If any provision of this Agreement is determined by a court to be invalid, all remaining provisions of this Agreement shall continue in effect. This Agreement is the entire Agreement between you and us and supersedes any prior or contemporaneous oral or written agreements between you and us.
- g. **Costs and Attorneys' Fees:** In the event of any litigation between you and us relating to this Agreement, and only to the extent permitted by Mississippi law, we shall be entitled to recover from you all expenses incurred in the litigation, including costs and reasonable attorneys' fees.
- h. **Jurisdiction and Applicable Law:** Any conflict or dispute that arises between the parties regarding the terms of the Agreement or any other issue related to the Agreement shall be decided under the laws of the State of Mississippi, and any lawsuit filed by any of the parties shall be filed in Harrison County, Gulfport, Mississippi (or, if there is federal jurisdiction, an action may be brought in the United States District Court located in Harrison County, Mississippi). In addition, it is understood the City of Gulfport is a municipal corporation existing in the State of Mississippi; this Agreement and all of its provisions and the effects thereof shall be governed by Mississippi law; and nothing in this Agreement shall be interpreted to remove, reduce, limit, or waive any immunities afforded to the City under statutory or constitutional law.

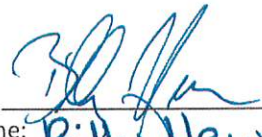
[signature page to follow]

Agreed, this the 9th day of November, 2022.

Gulfside Casino Partnership
dba Island View Casino Resort
dba Windance Country Club

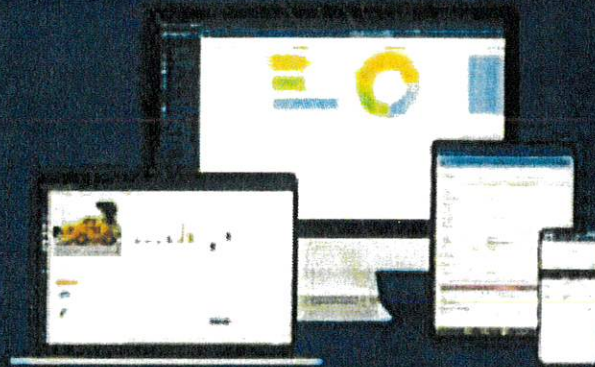
City of Gulfport

By: 
Name: Lindsey Inman
Title: CEO

By: 
Name: Billy Hewes
Title: Mayor



Price Quote for
City of Gulfport, MS - Public Works
27/10/2022



Super-Charged Asset Management Solutions
for World Class Organizations

Prepared for
Brandon Potter
bpotter@gulfport-ms.gov

Prepared by
Douglas Myers
douglas.myers@spaceiq.com

Quote / Order Form

Customer Name: City of Gulfport, MS - Public Works

Order Number: Q-43777

Quote Expires: 11/18/2022

Quote Term (months): 12

Payment Frequency: Annual

Item	Qty	Description	Annual Amount
Lightning Experience - Named User	14.00	A license specific to an individual allowing access to the browser software and mobile apps (iOS & Android)	USD 16,800.00

Recurring Annual Sub-Total: USD 21,000.00

Recurring Annual Discount: USD 4,200.00

Recurring Annual Total: USD 16,800.00

Item	Qty	Description	One-Time Amount
Onboarding Standard Package	1.00	The Standard package includes up to 30-days of onboarding from date of purchase. Migration of On Prem database to Lightning Cloud. See attached SOW document for onboarding details	USD 2,295.00
Entity Data Import	4.00	includes Importing of Assets, Vendors, Parts, Part Counts, Employees, Customers, Service Items, Budget from templates provided to the customer. includes import for only one entity	USD 5,980.00

One Time Total: USD 8,275.00

Quote Total: USD 25,075.00

Sales Tax is Not Included

Order Form Provisions

Licensing & Term	
Order Effective Date:	
Subscription Effective Date:	10/21/2022
Subscription Term:	One (1) year beginning with Subscription Effective Date
Payment Terms	
Currency:	USD
Payment Frequency:	Annual
Invoice Date:	Beginning of each Term
Invoice Terms:	Customer shall be invoiced annually in advance for Services provided.
Payment Due Date:	Net 30
Permitted Renewal Increase	Provider may increase the annual Subscription Service Fees by no more than 7% per year.

[Signature Pages Follow - The remainder of this page intentionally left blank]

Signature Page

This Order ("Order ") documents the purchase of Services by the customer listed above ("Customer ") from provider listed below ("Provider "). Unless Customer has a prior executed agreement with Provider providing Customer with access and use to the Services, all Services being purchased by Customer in this Order shall be exclusively governed under the Provider terms and conditions set forth at the following URL: <http://managerplus.io/officecorp.com/terms-conditions> ("Terms of Service "). In the event of conflict between this Order and the Terms of Service, this Order shall control.

City of Gulfport, MS - Public Works

By


Billy Hewes

Printed Name

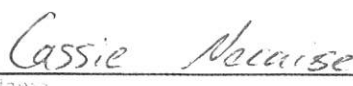
Mayor

Title

Nov. 9, 2022

Date

Accounts Payable Contact


Cassie Nicaise

Name

Procurement Officer

Title

C. Nicaise @ Gulfport - MS. Gov

Email

(228) 868-5919

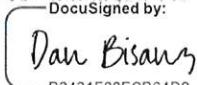
Tel

Yes

Is a PO Required?

Provider: ManagerPlus Solutions, LP

DocuSigned by:


Dan Bisanz

B3431F88ECB64D9...

By

Dan Bisanz

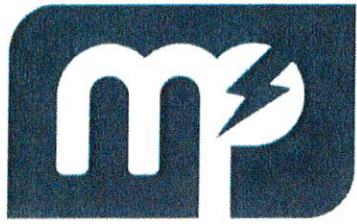
Printed Name

VP Finance

Title

11/19/2022

Date



Manager**Plus**[®]
An iOFFICE[®] Company

ManagerPlus Statement of Work

Version
08/16/2022

Presented by:
Doug Myers

Project Summary

Preliminary Implementation Estimate

Project Name	City of Gulfport – PW 30-day on-boarding/implementation – City of Gulfport – Police Department data merge
Client Name	City of Gulfport - Public Works/Police Department
Client's Administrator	Brandon Potter
Estimated Project Cost	\$8,275.00

Statement of Work

Statement of Work ("SOW")

Any requirements not included herein or items not contemplated, will be considered outside the scope of the SOW and will be handled through the Change Order process defined in the Professional Services Agreement and may result in additional costs.

Term

This SOW shall commence as of the date of the later signature below ("Effective Date") and thereafter expire on completion of the project set forth herein or one (1) year.

Scope

The scope of this document is to provide explanation and to detail the in-scope tasks and associated costs related to the implementation of ManagerPlus Lightning. It will serve as the guiding document providing clarity to expectations, goals and intent to the project. The scope of this project includes the following primary objectives:

The scope of this project includes the following primary objectives:

- **Create a Lighting Experience Cloud Database from a Customer Provided ManagerPlus Desktop – Enterprise Database Backup - Public Works Department - \$2,295.00**
- **Merge/Import Data from Customer Provided ManagerPlus PRO Database Backup (6-years of data, work histories, and PMs - as/is) – Police Department - \$5,980.00 City of Gulfport will scrub the initial data.**
- **Recommended to upgrade the Public Works Department first, and then Merge/Import Data for Police Department after PW implementation.**

Responsibilities

ManagerPlus Responsibilities

The functionality defined in this scope will be deployed over a 30-day period and this deployment will be managed by an assigned ManagerPlus implementation specialist. The assigned implementation specialist will schedule the initial kickoff meeting and weekly meetings as needed to support the deployment on the agreed schedule of the Lightning Modules, Dashboards and Reports defined below. The weekly meeting will include a status update by ManagerPlus on the deployment progress and a review of any open issues and related action items.

ManagerPlus will support the loading of data into the lightning application as stated in the Data Provisioning section of the SOW.

Client Responsibilities

Statement of Work

The client is responsible for ensuring Subject Matter Experts are available for the Kickoff and jointly scheduled meeting to support process review, data provisioning, testing, training and integration support if included in the SOW.

Client is responsible for the collection, formatting and cleanliness of all data as detailed in the Data Provisioning sections.

Joint Responsibilities

ManagerPlus and City of Gulfport - Public Works/Police Department will have joint responsibility for the design and mapping of interfaces to external business systems. In general, ManagerPlus will be responsible for the integration mapping of the Lightning component to third party SW application or to a middleware application. City of Gulfport - Public Works/Police Department will be responsible for the mapping of the third-party SW application to Lightning or to a middleware application. Both parties will consult on the interface strategy and build schedule.

Data Provisioning

City of Gulfport - Public Works/Police Department will provide ManagerPlus with a .BAK file of both their On-Prem ManagerPlus database and Attachments related to the ManagerPlus database.

ManagerPlus will provide City of Gulfport - Public Works/Police Department with instructions and a Sharepoint file location to upload said .BAK files at the project Kickoff Meeting. City of Gulfport - Public Works/Police Department will provide all data to be loaded into ManagerPlus Lightning by the following milestone in the 30-day implementation period:

- All required data provided to iOFFICE within 10 working days after the kickoff meeting
- After completion of admin sessions, the upload of a second more recent backup of City of Gulfport - Public Works/Police Department's On-Prem can be scheduled to be completed at schedule date, known as the go live date. This date represents the date that City of Gulfport - Public Works/Police Department will stop using the On-Prem and exclusively move all operations to Lightning Cloud. If no second load of data is needed, then a go live date will be set to move customer to the adoption phase.

Data Delay Options: If the milestone for client to deliver data for ManagerPlus is not met, ManagerPlus and City of Gulfport - Public Works/Police Department will meet to discuss the impact on the project and the options to move forward, which may include:

- ManagerPlus support at an hourly rate (\$200) to support collection and formatting of data
- A new SOW for data collection with a fixed price estimate. This will require working with City of Gulfport - Public Works/Police Department to determine issues impacting data collection and the estimate to complete.
- A hold on the project with firm dates for City of Gulfport - Public Works/Police Department to complete data collection

Statement of Work

Assumptions

Unique Identifiers

The identification of asset and maintenance records requires that all major assets and facilities adhere to a common naming convention.

Asset ID's: The Asset ID is a unique name or identifying number given to a piece of equipment. The Asset ID must be 24 characters or less. It is important to note that M+ receives data from other systems such as GPS and Hours tracking systems. The common denominator between these multiple systems is the Asset ID so the Asset ID must match for all integrations.

All additional service hours will be billed at Implementation Services stated Hourly Rate and will use Standard terms unless otherwise negotiated. All additional services will be agreed upon with client prior to any work being performed.

Travel Expenses - Priced per Site Visit – Invoiced at cost as Required

Training

Administrator Training

Administrator Training will be scheduled with City of Gulfport - Public Works/Police Department during the implementation period and must be completed within the implementation period. All admin training will be conducted remotely.

- All admin education is only consumable during the 30-day implementation period
- All admin education sessions are not to exceed 1 hour per session
 - Administration Training for 30-day implementation – 2 hours
- Data and/or administrator training requested beyond the implementation period will be subject to additional costs

Post-implementation Group End User Training

Group end user training is to train end users on the system. This training is interactive and prepares attendees to begin using ManagerPlus. Group end user training is conducted via webinar and will consist of pre-determined topics and an opportunity for questions and answers with a live trainer at the end of the session. Group training may have multiple customers on each session. A full list of training sessions available is located on the ManagerPlus Learning Center website.

Statement of Work

Change Management Process

- Any changes to the project scope listed in the SOW will be addressed and implemented by a scope amendment. Costs associated with any change will be reviewed with City of Gulfport - Public Works/Police Department and included in the scope amendment.

Licensing

- ManagerPlus, an iOFFICE Company, owns and retains all rights to software created and developed by ManagerPlus. The Client is not licensed to resell, transfer, or distribute any software or services created by ManagerPlus.

Miscellaneous

Confidentiality Notice:

The information contained in this document is confidential and proprietary to ManagerPlus. It is provided solely for the use of Client to detail the approach and work to be accomplished for Client's implementation. This information may not be used for any other purpose and may not be further distributed. Review of this document shall constitute agreement to the restrictions stated above.

Onsite Assumptions:

This SOW is created with the assumption of remote delivery of Professional Services. No on-site time has been included in this SOW.

No Recording:

Customer shall not film or record ManagerPlus' delivery of the Professional Services, company resources, or company materials.

Cancellation/ Postponement:

ManagerPlus and Client shall use reasonable efforts to attend all scheduled requests. The repeated cancelation of meetings may result in delay and additional costs.

License Procurement:

Any rights for Client to use the Subscription Services are outside the scope of this SOW and must be separately procured by Client from ManagerPlus pursuant to an Order Form.

Disclaimer:

This SOW and the Professional Services Agreement terms shall constitute the entire understanding between Client and ManagerPlus and is intended as the final expression of the Parties' agreement regarding the Professional Services to be provided by ManagerPlus. The Parties expressly disclaim any reliance on any and all prior agreements, understandings, RFP's, verbal and/or written communications related to the Professional Services to be provided by ManagerPlus.

Statement of Work

Acceptance and Authorization

The terms and conditions of the **Professional Services Agreement** apply in full to the services and products provided under this Statement of Work.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

City of Gulfport

[Client name]

Billy Hawes

Full name

Mayor

Title



Signature

Nov. 9, 2022

Date

ManagerPlus, an iOFFICE Company

Dan Bisanz

Full name

VP Finance

DocuSigned by: Title

Dan Bisanz

83431F88ECB64D93

Signature

11/19/2022

Date

Paperwork Burden Statement: Public reporting burden for this information collection is estimated to average 1.0 hour per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB Control Number. The valid OMB control number for this information collection is 2130-0615. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave., NW, Washington, DC 20590.

Federal Railroad Administration Grant Adjustment Request Form

Sections I, II and III of this form should be completed by the grantee. The grant manager may make adjustments to the grantee's submission for further accuracy.

I. Basic Information

Date of Request: 10/31/2022	State: Mississippi
Agreement Number: 69A36520500980CRSMS	Project Title: All Aboard the Safety Train PE/NEPA Project
Grantee: City of Gulfport	Grant Program Name: FY 2017 Consolidated Rail Infrastructure and Safety Improvements (CRISI) Grant
Point of Contact (POC) name and title: Wayne Miller, P.E. Director of Public Works & Engineering	POC telephone: (228) 868-5740 ext. POC email: wmillers@gulfport-ms.gov

II. Adjustment Type and Justification

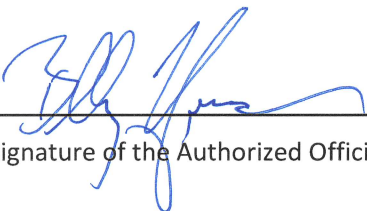
A. Select the category of grant adjustment request and applicable example within each adjustment type (select all that apply):			
Level	Adjustment Type	Definition	Examples
1	☐ Administrative	Minor changes to basic grant information	☐ Change in point of contact, or authorized representative ☐ Change in grant name or federal identifier ☐ Change in address ☐ Other
1	☐ No-cost Extension	An extension to the grant period of performance that does not substantively change scope, deliverables, project outcomes and is 12 months or less on aggregate	☐ No-cost extension of 12 months or less (on aggregate)
1	☐ Minor SOW Modification	Changes to the agreed-upon Statement of Work that do not substantively change project delivery goals or affect grant scope	☐ Modification to deliverable(s) or deliverable schedule ☐ Budget revisions ☐ Changes to discrete elements of a project plan ☐ Change of payment method ☐ Other
2	☒ Significant NGA Modification	Modifications that may affect project scope, project delivery, expected project benefits, terms and conditions, etc.	☐ Additional federal funds ☐ De-obligation of funds ☐ Substantial scope changes (with or without new funds) ☒ No-cost extension of 12+ months (aggregate) ☐ Tapered match ☐ Removal or addition of special conditions ☐ Significant budget revisions ☐ Other

B. Please provide a detailed description and justification of the requested grant adjustment:

The City is requesting a grant amendment to extend the Project Performance Period and Federal Funding Period by seven (7) months, from 11/30/2022 to 6/30/2023. The reason for the extension is to allow for PE plan & estimate revisions to include additional pedestrian safety designs. CSX is in the process of revising their plan which is expected to take up to 30 days but could take longer (CSX didn't confirm turnaround time), extending past the current project Project Performance Period of 11/30/2022. MDOT and CSX have been advised of the revisions and have no objections.

III. Certification of Authorized Representative

I have reviewed this request and certify that the proposed changes will improve my organization's ability to successfully execute project activities according to the grant or cooperative agreement. Furthermore, I certify that, to the best of my knowledge, the request is allowable within the terms and conditions of the award.


Signature of the Authorized Official

Date: November 22, 2022

Name: Billy Hewes

Title: Mayor



CUSTODIAL ACCOUNT AGREEMENT (Institutional)

This Custodial Account Agreement (the "**Agreement**") is entered into between City of Gulfport, MS (the "**Client**") and Hancock Whitney Bank ("**Custodian**"). Client hereby requests and authorizes Hancock Whitney Bank and any successor thereto to establish a custody account (the "**Account**"), for the purpose of holding Assets (as defined below), and for the investment and disposition thereof as directed by Client or Client's designated investment agent or representative (hereinafter Client's "**Investment Manager**." References herein to "**Client**" shall be deemed to include notice or disclosure to Client's Investment Manager, as indicated on Appendix 1, and any references as to the receipt of instructions or directions from the Client shall be deemed to include instructions or directions from the Investment Manager, as the case may be.

1. ESTABLISHMENT OF CUSTODY ACCOUNT.

The cash, securities and other items of property initially delivered by Client to Custodian and any other items of property from time to time held under this Agreement shall be referred to as the "**Assets**." Unless otherwise expressly agreed by the Custodian in writing, the Assets shall be in the form of cash or securities. The custodial services contemplated under this Agreement are intended to be limited to securities that are issued in the United States by an issuer that is organized under the laws of the United States or any state thereunder, or securities that are both publicly-traded in the United States and eligible for deposit in a United States securities depository. The Custodian reserves the right to refuse to accept any assets, in its sole discretion. By delivery of the Assets to Custodian, Client has acknowledged that it has full power and authority to undertake the obligations set forth in this Agreement and has obtained all necessary authorizations and consents to deposit the Assets into the Account. Nothing herein shall require Custodian to maintain physical possession of the Assets.

2. AUTHORIZED ACTIONS BY CUSTODIAN.

(a) In the course of the performance by the Custodian of its responsibilities under this Agreement, the Custodian shall take the following actions, but, except as otherwise provided herein, the Custodian shall be authorized to take such actions only as directed by the Client or by the Investment Manager: (1) accept delivery of Assets into the Account and deliver Assets from the Account to the Client or to the Client's designee; (2) purchase securities to be held in the Account pending further instructions; or (3) transfer, sell, liquidate, redeem, exchange and/or release any or all Assets. Notwithstanding the foregoing or the appointment of an Investment Manager, the Custodian will make disbursements from Client accounts only as directed by the Client.

(b) In addition to the authorizations contained elsewhere in this Agreement, Custodian shall be authorized, but not required, to take the following actions without prior authorization or instruction from the Client or the Investment Manager: (1) endorse for collection and collect on behalf of and in the name of the Client all checks, drafts, or other negotiable or transferable instruments or other orders for the payment of money received by it for the Account; (2) hold for the Account all income, dividends, interest and other payments or distributions of cash with respect to Assets; (3) present for payment coupons and other income items held in the Account which call for payment upon presentation and hold cash received upon such payment; (4) hold all securities received as the result of a Corporate Action Matter affecting securities held in the Account; (5) as to cash awaiting permanent investment or distribution or cash amounts not large enough to be efficiently invested otherwise, invest, as promptly as practicable, such cash held in the Account in income-producing investments or in such short-term funds as Custodian may select from among those short-term funds authorized for such use from time to time by Custodian, until such time as Custodian is directed otherwise as to the use of the cash; (6) register securities in the name of Custodian's nominee, in the name of Custodian as agent, in the name of Custodian individually (without disclosing the Custodian relationship with Client), or in the name of Client; (7) deposit, withdraw, hold

and settle obligations of the United States, or agencies or instrumentalities thereof, or other eligible securities, in the Federal Reserve Bank Book-Entry System; (8) deposit Client's securities with any depository or clearing corporation or system established to settle transfers of securities and cause Client's securities to be held by Custodian or its nominee; (9) select for sale tax lots of securities based on specific identification of highest cost longest term basis of the tax lots, which is the default method used by Custodian and which may be changed by Custodian from time to time upon written notice to Client, unless another method is specifically directed otherwise by Client; (10) execute such instruments as may be required for the transfer of securities registered in the name of the Client into good negotiable form; (11) appoint or otherwise engage one or more depositories, sub-custodians, nominees, clearing agencies, transfer agents, brokers, agents or subagents without responsibility or liability on the part of the Custodian for their actions or failures to act; (12) forward proxy solicitations for voting, to the extent such materials are received by the Custodian; (13) provide notice to the Client of any merger, liquidation, consolidation, tender offer, stock split or similar matter affecting any securities held in the Account and requiring a response from the Client (a "**Corporate Action Matter**"), in accordance with Section 3 below; and (14) take action in accordance with the instructions received in response to notification of a Corporate Action Matter, subject in each case to the timely receipt of instructions.

(c) Client may request, subject to Custodian's concurrence, that Custodian send notice of called bonds to Client by hand or regular U.S. mail or by electronic means as soon as Custodian has knowledge thereof. It is expressly understood that Custodian will use the same diligence in endeavoring to obtain information concerning such calls that Custodian uses in regard to its own securities, but that Custodian assumes no responsibility for bond maturities, call dates or put options of which Custodian has no knowledge or of maturities of securities that are maintained by The Depository Trust Company or one of its affiliates or with any other securities depository or clearing house. Custodian is to exercise or sell options or rights only pursuant to the instructions of Client or Client's authorized agent or representative. If Custodian does not receive such instructions at least five (5) business days prior to the expiration of such options or rights, Custodian shall not be responsible if they expire without being exercised. Custodian shall have no obligation to determine the existence of or to communicate to Client that any right or option may be available and may be exercised by or on behalf of Client. Fractional shares or other units of securities received by Custodian shall immediately be converted to cash.

(d) The assets of the Account shall be held separate from the other funds or properties of the Custodian, but, unless prohibited by applicable law, the Custodian may, however, commingle the assets of the Account with the assets of other custodial accounts administered by it solely for investment purposes.

(e) The Custodian will act solely as custodian for the Account, and under the instructions of the Client, with respect to the Assets and, acting in that capacity, shall place orders for the purchase of securities only if the Client has sufficient funds in the Account or arranges to make funds available in advance for such purposes, and shall place orders for the sale of securities only provided such securities are held by the Custodian and in deliverable form. The Client authorizes the Custodian to charge the Account for the cost of all securities purchased or received against payment and to credit the Account with the proceeds received from securities sold or delivered against payment.

3. PROXY VOTING; CORPORATE ACTIONS; LEGAL ACTIONS.

(a) The Custodian endeavors in good faith to provide notification to the Client of any proxy solicitations or proposed Corporate Action Matter relating to any security held in the Account of which the Custodian has received actual notice in the ordinary course of its administration of the Account; provided, however, that the Custodian shall have no responsibility for determining whether or how to exercise the Client's rights relative to any such proxy or Corporate Action Matter or to provide the Client with any advice or recommendation concerning any such matters.

(b) Client agrees that Custodian shall not be responsible for, has no duty to institute, prosecute, defend, settle or otherwise dispose of, and shall incur no liability in connection with the handling of any legal proceedings, including, without limitation, class actions and bankruptcies (each, a "**Legal Action**"), with respect to Assets in the Account, whether currently or formerly. Notwithstanding the foregoing, any costs incurred by the Custodian in voluntarily participating in any such Legal Action or otherwise assisting Client with respect thereto, shall be borne by Client. Without limiting the generality of the foregoing provisions of this Section 3, the Custodian shall have

no responsibility for monitoring for, the handling of, the filing of, or advising with respect to, any Legal Action. The Client shall have sole responsibility for the prosecution or defense, including the employment of legal counsel, of any and all legal actions or suits involving the Account or that are necessary for the protection of the investments in the Account, including any actions brought against the Custodian. The Client also agrees to bear sole responsibility for enforcing any judgments rendered in favor of the Account or in favor of the Client, including judgments rendered in the name of the Custodian. Whenever the Custodian deems it reasonably necessary, the Custodian is authorized and empowered to consult with its counsel in reference to the Account and to retain counsel and appear in any action, suit or proceedings affecting the Account or any of the property of the Account. All fees and expenses so incurred shall be for the Account and shall be charged to the Account.

4. RELIANCE ON INSTRUCTIONS; SETTLEMENT.

(a) Custodian is authorized to accept and rely upon all instructions which Custodian believes in good faith are given by or on behalf of Client under the terms of this Agreement. Custodian shall have the right to require that Client's instructions regarding disposition and investment of the Assets be provided to Custodian in writing. In the event Custodian, in its discretion, accepts a verbal or other form of instruction from Client, Client agrees to submit promptly to Custodian thereafter written confirmation of such instructions bearing Client's signature. Custodian shall be entitled to rely upon all written and verbal instructions. Under no circumstances shall Custodian be responsible for any such verbal or electronic communication until Custodian has acknowledged receipt of such instruction and has acknowledged its agreement to act upon such instruction.

(b) Notwithstanding any and all other provisions of this Agreement to the contrary, in the event Client has designated an Investment Manager pursuant to **Appendix 1**, or otherwise designated, replaced, or modified such designation in writing other than on **Appendix 1**, then, unless and until Custodian receives written revocation of such authority from Client, Client authorizes and directs Custodian to accept directions and instructions from Investment Manager and any person Custodian in good faith believes is Investment Manager's agent, employee or representative, including but not limited to instructions related to any of the authorized actions in Section 2(a) of this Agreement.

(c) Settlement of transactions which Custodian is directed to undertake shall be conducted in accordance with prevailing standards of the market in which the transaction occurs. Without limiting the generality of the foregoing, Client authorizes Custodian to deliver securities or payment in accordance with market practice in advance of receipt or settlement of consideration expected in connection with such delivery or payment, and that the risk of investment loss or other market value adjustment arising from such action will be borne by Client. In the event the Client's counterparty fails to deliver the expected consideration after reasonable request, Custodian will provide information to Client to allow Client to enforce its rights against the counterparty, but Custodian will not institute legal proceedings, file proof of claim, or take any similar action.

(d) Client will not direct the purchase or sale of a security or other asset for which there is not a readily ascertainable market value (as determined in Custodian's sole discretion), and without limiting the generality of the foregoing, will not direct any investment that would be illegal under federal, state or local law.

(e) Orders for the purchase or sale of any security shall be subject to applicable trade deadlines (including, without limitation, mutual fund and money market fund "cutoff" times and purchase and redemption procedures) and the Custodian's operational procedures and requirements, including procedures and requirements of the Custodian to ensure compliance with the conditions of Section 3(a)(4)(B)(viii) of the Securities Exchange Act of 1934, as amended ("Securities Exchange Act") and the rules of the Securities and Exchange Commission and the Board of Governors of the Federal Reserve System promulgated thereunder.

5. LIMITATION OF CUSTODIAN'S LIABILITY; INDEMNIFICATION.

(a) Custodian shall be responsible only for those duties expressly stated in this Agreement. Without limiting the foregoing or any other provisions of this Agreement, Custodian shall have no duty or responsibility for any loss suffered by Client or any other person (including attorneys' fees) in connection with, arising out of, or in any way related to the transactions contemplated under this Agreement, unless such loss is caused by Custodian's gross negligence or willful misconduct, and, in any event, Custodian shall not be liable to Client or any other person for

(1) any special, speculative, indirect or consequential losses or damages suffered by the Client in connection with the transactions contemplated and the relationship established by this Agreement, or (2) for any failure to take any action required to be taken hereunder in the event and to the extent that the taking of such action is prevented or delayed by war (whether declared or not and including existing wars), revolution, insurrection, riot, civil commotion, force majeure, accident, fire, explosions, failure or fluctuation in electrical power, heat, light, air conditioning, computers or telecommunications equipment, stoppage of labor, strikes or other differences with employees, laws, regulations, orders or other acts of any governmental authority, or any other cause whatever beyond Custodian's reasonable control.

(b) Client agrees to indemnify, defend and hold harmless Custodian and its directors, shareholders, employees, agents and representatives, for any and all liabilities, costs, taxes, penalties, interest, additions to tax, expenses and costs (including reasonable attorneys' fees) that any of them may incur in connection with the performance by Custodian of its duties and responsibilities under this Agreement or by virtue of its status as custodian of the Account, excluding, however, any such liabilities, losses, costs, taxes, penalties, interest, additions to tax, expenses or costs that are attributable to Custodian's gross negligence or willful misconduct.

(c) In fulfilling its duties hereunder, the Custodian shall be limited to the exercise of such skill and care as a person of ordinary prudence, discretion, and intelligence would exercise in regards to such person's own assets. The Custodian shall not be limited or governed by the rules applying to trusts or similar fiduciary relationships. The Custodian may refuse to exercise any power it believes, in its sole judgment, may cause it to be undertaking fiduciary responsibilities. The Custodian shall have no duty or responsibility to supervise the investment of, or to make recommendations with respect to the purchase, retention or sale of, any investment related to the Account or to take any actions to enforce the obligations of any security held in the Account in the event of a default in the payment of such obligations.

(d) Should Client or such Investment Manager instruct Custodian to hold, purchase or acquire shares of stock of Hancock Whitney Corporation (parent company of Custodian) or any subsidiary or affiliate of Custodian, then Client shall hold Custodian harmless for any cause of action arising out of or related to Custodian following such instructions including, but not limited to, allegations that Custodian breached a duty owed to Client by holding such stock and/or thereafter not providing Client with investment advice regarding such stock.

(e) Client acknowledges and agrees that neither Custodian nor its affiliates, employees, representatives or agents are rendering any legal, tax, accounting or actuarial advice or preparing any legal, tax, accounting or actuarial documents for Client or the Account. Without limitation to the generality of the foregoing, the preparation by Custodian of any tax forms, tax statements or tax worksheets shall not be construed as the provision by Custodian of any legal, tax or accounting advice to Client. Client acknowledges that it is Client's responsibility to retain competent professionals to render any such services that Client may need.

(f) Custodian shall have no duty or authority to take any action under this Agreement at any time that the Trust Department of Hancock Whitney Bank is not open to the general public for business for any reason.

6. STATEMENTS; REPORTS; VALUATION.

(a) Custodian will provide Client an annual paper statement of accounting showing deposited cash and securities and receipts and disbursements of income and loss, and a market value listing of all Assets in the Account. Client agrees that the annual statement and other periodic statements provided by Custodian will be in lieu of individual trade confirmations. In addition to the annual statement of accounting, Custodian will provide Client with more frequent statements of accounting as indicated in **Appendix 1** in writing as well. Unless Custodian receives detailed written exceptions or objections to any such statement from Client within sixty (60) days of the issuance date, Client shall be deemed to have approved such statement, and Custodian shall be released, relieved and discharged with respect to all items set forth therein.

(b) Client will be given the opportunity to authorize Custodian to deliver periodic statements and other communications relating to the Account by electronic means. Client may withdraw Client's consent to receive communications electronically at any time and at no cost by notifying Custodian. For those clients that enroll in the Custodian's online service providing such clients, via a website ("**web portal**"), access to information regarding their accounts, Custodian will make all account statements available via the web portal. By selecting online access on **Appendix 1** to this Agreement, Client will automatically be enrolled in the web portal.

(c) Custodian will have no responsibility to obtain values for any Assets other than marketable securities for which market values are readily available from sources that are readily identifiable. Client acknowledges that there is no guarantee that any valuations provided by any third-party source will be accurate, and, in any event, Custodian shall not be responsible for any inaccuracy in any values obtained from any third-party sources or for the unavailability of values for some of the Assets. The Custodian may conclusively rely on the value of any securities or other assets as reported to the Custodian by an Investment Manager or other third party for all purposes of this Agreement. In other instances, the Custodian will use reasonable efforts to obtain periodic values for marketable securities in the Account from third-party sources selected in good faith by Custodian.

7. FEES AND EXPENSES; ADDITIONAL COMPENSATION.

(a) Custodian shall be entitled to receive compensation for its services in accordance with its schedule of fees attached hereto as **Exhibit B**, as the same may be modified by Custodian from time to time following notice to Client (the "**Fee Schedule**"). Minimum annual custody account fees will apply as disclosed in the Fee Schedule. Custodian is authorized to charge the Account (and to liquidate Assets held in the Account as necessary) to pay its fees and any and all other fees, costs and expenses incurred in connection with the Account. Client agrees to promptly pay the Custodian's fees and expenses and other costs and expenses associated with the Account to the extent the Assets may be insufficient to cover such fees and expenses.

(b) Client acknowledges and agrees that (1) to the extent not prohibited by law, Custodian and/or its affiliates may receive Fund-Related Compensation (as defined below) from or in connection with the investment of assets of the Account in mutual funds (including without limitation money market mutual funds), exchange-traded funds and/or other pooled investment vehicles (collectively, "**Investment Funds**"), (2) in many instances such Fund-Related Compensation will reduce the investment return of the Account from such Investment Fund, (3) Assets of the Account invested in Investment Funds will be included in calculating Custodian's normal fees pursuant to the Fee Schedule and also will be subject to all fees, costs, charges and expenses of the Investment Funds, and (4) any such Fund-Related Compensation received by Custodian will be in addition to Custodian's normal fees and compensation identified on the Fee Schedule. "**Fund-Related Compensation**" refers to compensation paid to Custodian with respect to any investments in any Investment Fund, including, without limitation any Investment Funds to which Custodian or any of its affiliates provides services, which may include 12b-1 fees, shareholder servicing fees, administrative service fees, sub-transfer agent fees, revenue-sharing payments, and for any other payments authorized or permitted by applicable law.

(c) In addition to all compensation provided for in the Fee Schedule or otherwise pursuant to this Agreement, Client shall be responsible to pay when due or promptly reimburse all expenses (including reasonable attorneys' fees) incurred by or on behalf of Custodian in connection with the performance of its duties and responsibilities or the exercise of its powers or rights under or pursuant to this Agreement, or otherwise assessed with respect to the Assets or by virtue of any transactions within the Account.

8. WITHHOLDING TAXES.

Client, under penalties of perjury, has provided Custodian with a completed IRS Form W-9 or other qualifying evidence that Client is not subject to backup withholding under United States tax income tax laws. The Client further agrees to provide updates of such forms (or successor applicable forms) on or before the date that such

forms expire or become obsolete or after the occurrence of an event requiring a change in the most recent form previously furnished to Custodian. Notwithstanding any other provisions of this Agreement to the contrary, Client acknowledges that Custodian shall be authorized to withhold taxes in any transactions occurring in the Account to the extent such withholding is required by law.

9. CREDITING OF PAYMENTS; OVERDRAFTS.

In no event shall Custodian be required to engage in or execute any transaction relating to the Account unless there are sufficient cash assets held in the Account to complete such transaction without liability or out-of-pocket expense on the part of Custodian. In the event that, for any reason, any payment made or due to be made from the Account or amount owed to any third party in connection with any transaction involving the Account exceeds the available liquid assets of any currency in the Account, Client shall promptly pay or reimburse such deficiency to Custodian, upon demand, together with interest at the prime interest rate as published by the Wall Street Journal on the date of deficiency, plus 2%, per annum, up to a maximum rate of 7% per annum. All interest shall be computed on the basis of the actual number of days elapsed over a year composed of 360 days. Interest shall accrue from the first date that the deficiency exists until such date that Client re-pays such deficiency, in full. Notwithstanding the foregoing, under no circumstances will the effective rate of interest under this Agreement exceed the maximum rate permissible under applicable law.

10. SECURITY INTERESTS AND SET-OFF.

(a) To the extent permitted by applicable law, as security for the performance of all Client's existing and future obligations under this Agreement or arising under any other agreement between the Client and the Custodian ("**Client's Obligations**"), the Client grants a security interest in and pledges to Custodian all Client's right, title and interest in and to the Assets, and, without limiting the foregoing, agrees that Custodian may set off any and all of Client's Obligations to Custodian against any and all Assets in the Account and that Custodian may sell, redeem, or otherwise liquidate any of the Assets or any interest therein in order to satisfy the Client's Obligations.

(b) Client and Custodian recognize and agree that Client may assign, pledge or grant a security interest in Client's interest in the Account to a third party and such encumbrance may restrict the Client's rights to the Account including, but not limited to, Client's right to withdraw or redeem securities held in the Account, or the income therefrom, or otherwise vest control of the Account with such third party. Should Client request Custodian to become party to a control agreement with such a third party to accomplish the foregoing, Custodian hereby reserves the right to require that such control agreement contain terms and conditions which Custodian, in its sole discretion, deems commercially reasonable to protect the interests of Custodian. Client expressly acknowledges that, if Client receives a loan or credit through the lending operations of Custodian, the third party referred to in this Paragraph may include, and shall apply to, the Custodian itself.

11. NOTIFICATIONS.

(a) In addition to any other means authorized in this Agreement, notices, account statements, confirmations (to the extent applicable), requests, instructions and other communications may be sent (1) by hand delivery or by United States mail, postage prepaid, addressed to the address of Client listed in this Agreement or at such other address as Client may give to Custodian, (2) by facsimile, or (3) by any electronic means authorized by Client in accordance with Custodian's customary procedures relating to authorization of electronic communications, and all such communications sent by or on behalf of the Custodian, whether by hand delivery, mail, facsimile, electronic means or otherwise shall be deemed to be given to Client personally, whether actually received or not. Client agrees that Custodian shall be authorized to communicate with Client at the email address specified by Client in this Agreement (or any other email address subsequently supplied to Custodian or custodian by Client) in connection with obtaining Client's authorization of electronic communications.

(b) Any instructions, directions or notices to be given by Client as provided by this Agreement are deemed to have been sufficiently given if delivered (1) by hand delivery or by United States mail, postage prepaid, addressed to the address of Custodian listed below in this Paragraph, (2) by facsimile, (3) by any electronic means customarily used by Client and approved by Custodian, or (4) verbally with subsequent confirmation by Client delivered by hand delivery, by United States mail, by facsimile or by any electronic means. Client hereby authorizes Custodian

to recognize and give effect to verbal messages without requiring Custodian to take any measures to confirm the (1) identity of the purported Client or his, her or its agent or (2) once established the authority of the purported agent to act on behalf of Client. Client assumes all risk that may result from any action taken by the Custodian in good faith reliance on such verbal communications. Notices to Custodian shall be delivered to:

Hancock Whitney Bank
Trust and Asset Management
1062 Highland Colony Pkwy, Suite 175
Ridgeland, MS 39652

Email: jacksontrust@hancockwhitney.com
Phone: (601) 981-7452

12. LIMITATIONS ON USE OF ACCOUNT.

Client agrees that Client will not use the Account for any transaction that is illegal in the jurisdiction where Client resides (or if an entity, is domiciled), in the jurisdiction where each transaction is consummated, or in any other jurisdiction affected by a transaction. Client also agrees that Client will not use the Account in connection with any Internet or on-line gambling transaction, regardless of whether gambling is legal in any applicable jurisdiction. Custodian reserves the right to reject any transaction or return any item that it believes, in its sole discretion, is related to an illegal transaction, or an Internet or on-line gambling transaction, and to close the Account. Any exercise of such rights is cumulative and not exclusive of any other rights or remedies that may be available to Custodian.

13. DURATION AND TERMINATION.

(a) Either Custodian or Client may terminate this Agreement upon not less than thirty (30) days advance written notice to the other party. Termination of this Agreement will not affect (1) the validity of any action previously taken by the Custodian under this Agreement; or (2) liabilities or obligations of the parties from transactions initiated before termination of the Agreement, including Client's obligation to compensate the Custodian for its services under this Agreement through the date of termination. This Agreement may terminate immediately upon written notice to the other party upon a party being declared bankrupt, entering into a composition with creditors, or being put under court-controlled management or supervision.

(b) Client shall indemnify, defend and hold harmless Custodian, its officers, directors, agents and affiliates, from and against all liabilities, losses, claims, damages and expenses (including attorneys' fees) arising from any acts or omissions taken by Custodian pursuant to Client's instructions or directions in connection with the termination of this Agreement or any withdrawal of Assets from the Account, including in connection with the transfer or distribution of Assets to any successor custodian, as directed by Client.

14. NO FDIC INSURANCE.

Client acknowledges that Assets of the Account held in mutual funds, money market mutual funds and other securities are not insured by the Federal Deposit Insurance Corporation or any other government agency, are not deposits or other obligations of, nor are guaranteed by Hancock Whitney Bank or any of its affiliates, and are subject to investment risks, including possible loss of the principal amount invested.

15. PROVISION OF DIVERSE FINANCIAL SERVICES.

Client acknowledges that Custodian or any of its divisions, affiliates, or subsidiaries may have a material interest in transactions entered into by Client with respect to the Account or that circumstances are such that Custodian may have a potential conflict of duty or interest, including the fact that Custodian or its affiliates may act as a market maker in the Assets to which instructions hereunder relate, may provide investment advisory services to customers who are involved in the same transaction as Custodian is directed to undertake on Client's behalf, may have a financial interest in the transaction, and may earn profits from any of the foregoing activities.

Custodian may be in possession of information tending to show that instructions received under this Agreement may not be in the best interests of the Client, and in such event, Custodian is not under any duty to disclose such information.

16. ENTIRE AGREEMENT; GOVERNING LAW; SEVERABILITY; AMENDMENTS.

(a) This Agreement represents the entire agreement between the Custodian and the Client with respect to the subject matter hereof and supersedes all prior agreements, representations, and understandings that may currently exist with respect to the subject matter hereof.

(b) This Agreement is made and will be construed under the laws of the State of Mississippi provided that nothing in this Agreement will be construed in any manner inconsistent with any applicable federal law of the United States.

(c) The provisions in this Agreement are severable. Any provisions of this Agreement which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

(d) Client and Custodian may amend this Agreement in writing from time to time, effective immediately or on any other date designated by them. In addition, Custodian may amend this Agreement by adding new provisions or by modifying or rescinding any of its existing provisions. Any such amendment will be effective thirty (30) days after Custodian has notified Client in writing of any such change, or such later date as is established by Custodian.

17. USA PATRIOT ACT NOTICE & COMPLIANCE.

To help the government fight the funding of terrorism and money laundering activities, and to comply with federal law, Custodian must obtain, verify and record information that identifies each person or entity who opens, or who may exercise control over, an account. Client shall provide to Custodian its name, street address, tax identification number, date of birth for individuals and/or corporate information to properly identify Client. An account cannot be opened until the identifying information is provided. Client shall also provide to Custodian supporting documentation such as a driver's license, articles of incorporation, and/or other identifying documents to verify this information. Documentation required to verify the identity of Client must be provided to Custodian within a reasonable period of time, but in no event shall it exceed thirty (30) days from account opening. Failure to timely provide the required documentation needed to verify identity, or documents proving the existence of a business, will require Custodian to either restrict access to or close the account. If access is restricted, Custodian has the right to refuse any deposit, disbursement or other transaction request until the required verification documentation is received. Custodian shall have no responsibility or liability to any person or entity due to restricted access or account closure under this provision that may result in any damages to any person or entity, including, but not limited to, loss of tax benefits, loss of profits, increase of expenses, or damage to reputation. Attached hereto as **Exhibit A** is a list of documents Client is required to provide to Custodian to verify the identity of Client.

18. BENEFICIAL OWNERSHIP CERTIFICATION & COMPLIANCE.

To help the government fight financial crime, and to comply with federal regulation, Custodian must obtain, verify and record information about the individuals who own or control businesses and other legal entity customers. Client or other individual seeking to open a new account on behalf of Client shall provide its name, street address and tax identification number by completing the Business Account Opening Certification of Beneficial Owners and Controlling Person form maintained by Custodian. Client or other individual seeking to open a new account on behalf of Client shall also provide to Custodian, by completing the Business Account Opening Certification of Beneficial Owners and Controlling Person form, the name, street address, date of birth and Social Security Number (or Passport Number or similar information for Non-U.S. Persons) and supporting documentation (original or a copy) such as a driver's license or other government issued photo identification for the individual(s) as

defined in the form. Failure to complete the Form not later than account opening will prevent opening of the account.

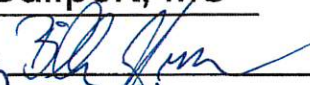
19. ELECTRONIC SIGNATURES AND RECORDS.

The Client acknowledges and agrees that an electronically signed version of this document will be deemed an original and as legally valid and binding as if the Client signed the same document on paper using a handwritten signature.

(signatures on following page)

CLIENT:

Name of Client: City of Gulfport, MS

Signature of Authorized Signor: 

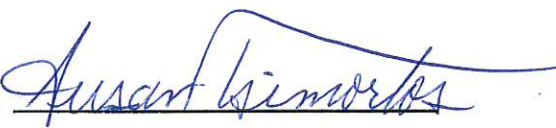
Name of Authorized Signor: Billy Hewes

Title of Authorized Signor: Mayor

Date: November 9, 2022

CUSTODIAN:

HANCOCK WHITNEY BANK

Signature of Authorized Officer: 

Name of Authorized Officer: Susan Tsimortos

Title of Authorized Signor: Sr. Vice President & Trust Officer

Date: November 23, 2022

APPENDIX 1

ACCOUNT INFORMATION SHEET

GENERAL CLIENT INFORMATION

Client Name: City of Gulfport, MS

Physical Address: _____

Mailing Address: _____

Web Portal Enrollment: ☐ Yes ☐ No

CLIENT CORPORATE ORGANIZATION (CHECK ONLY ONE)

☐ Corporation ☐ General Partnership ☐ Limited Partnership ☐ Limited Liability Company (LLC)

☒ Other (specify): Government Entity

State of Organization: Mississippi

Tax Status: ☐ For-Profit Entity/Taxable

☒ Not-For-Profit Entity/Non-Taxable (if applicable, submit evidence of non-profit and tax-exempt status)

CERTIFICATION OF TAX ID

The social security number or employer identification number (often referred to as Client's Tax Identification Number "TIN") for this account is 64-6000413 and the Tax Liability Name is City of Gulfport, Mississippi

WEB PORTAL ENROLLMENT AND CONSENT FOR ELECTRONIC COMMUNICATIONS

To the extent Client elects *Web Portal Enrollment* in the General Client Information section of this Appendix 1, Client requests enrollment in Custodian's online service providing Client, via a web portal, access to information regarding Client's Accounts and authorizes and consents to Custodian providing periodic statements and other communications relating to Client's Accounts to Client electronically via a web portal, rather than through other means of electronic delivery.

DISCLOSURE OF INFORMATION TO ISSUERS

Under Securities and Exchange Commission Rule 14b-2 under the Securities Exchange Act, Custodian is required, unless Client objects, to disclose to an issuer, upon request, the name, address and securities positions of Client if Client is the beneficial owner (as such term is defined in Securities and Exchange Commission Rule 14b-2) of the issuer's securities held by the custodian in nominee name. The issuer would be permitted to use the name and related information pertaining to Client for corporation communications only. Client may object to the disclosure of such information to issuers by indicating such objection in the space provided below or by subsequently notifying Custodian in writing:

☐ YES, CLIENT OBJECTS TO THE DISCLOSURE OF SUCH INFORMATION.

STATEMENT OF ACCOUNTING

Custodian will provide Client with an annual paper statement of all receipts and disbursements for the Account during the immediately preceding annual reporting period, as described in Paragraph 6 (Statements) of the Agreement. Client may elect to receive additional statements delivered as follows:

Frequency: ☐ Monthly or ☐ Quarterly or ☐ Semi-Annually
Method: ☐ Paper or ☐ Electronic

ELECTRONIC COMMUNICATION

Unless otherwise elected below, Client will receive various client communications via electronic means (with the exception of statements of accounting, which Custodian will deliver in paper form in accordance with Paragraph 6 (Statements)). By checking the box below, Client opts out of electronic communication and requests that Custodian communicate with Client via physical written communications.

☐ Client hereby requests that Custodian provide written communications to Client via U.S. mail at the physical address designated by Client.

INVESTMENT MANAGER DESIGNATION (IF APPLICABLE)

Client has designated the person or firm listed below as Client's investment manager ("**Investment Manager**"). This designation may be amended or modified by Client by delivering an updated Appendix 1 or by notifying the Custodian, in writing. Any amendment or modification shall not be deemed completed until the Custodian confirms in writing such amendment or modification. Unless and until Custodian receives written revocation of such authority from Client, Client authorizes and directs Custodian to (i) accept directions and instructions from Investment Manager, (ii) deliver Client's periodic statements to Investment Manager and (iii) provide Investment Manager with online access to Client's Account.

Name: _____

ERISA DISCLOSURE

☐ The Assets are deemed to be "plan assets" as defined under 29 C.F.R. § 2510.3-101, as modified by Section 3(42) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). By checking this box, Client agrees and acknowledges that the provisions of the "Supplemental Agreement – ERISA Provisions" apply to the Account.

Plan Name: _____

Plan Sponsor: _____

Plan Mailing Address: _____

Federal Tax ID. Number of Plan Sponsor: _____

Plan No. (as reported on Form 5500): _____

REGULATED INSURANCE ASSETS

☐ The Assets have been assigned or pledged to a state department of insurance or similar regulatory insurance agency, or Client has granted a security interest in the Account to a state department of insurance of other regulatory state agency that regulates the insurance industry.



EXHIBIT A

Information/Documents to be required for USA Patriot and Customer Information Purposes

- Confirmation of legal name, physical address
- Confirmation of Tax ID Number via Form W-9 (or W-8BEN-E or W-8ECI or W-8IMY as applicable)
- Articles of Incorporation and Initial Filing Report (or related documents if LLC, LP, GP) (Copy Acceptable)*
- Secretary of State Confirmation of Good Standing (Original Requested)
- Corporate Resolution/Partnership Resolution for Authorized Signers (Bank form document available)

* - If foreign entity, additional information will be required including original documents or certified copies and understanding of ownership structure, etc.



EXHIBIT B

Trust & Asset Management
Custody Fee Schedule
November 2022

Baton Rouge	Gulfport	Ridgeland	New Orleans
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Annual Fee Based on Market Value*

0.03% (3 basis points) to be collected quarterly in arrears from account

*Annual Minimum Fee is \$3,500

- Fees are generally calculated based on daily average balances and charged quarterly in arrears
- We may receive a fee from a mutual fund, its advisor or distributor for providing various administrative and ministerial services.
- A reasonable fee will be charged for unusual or extraordinary services based on the time involved and the expertise required.
- Any out-of-pocket expenses and third party charges such as valuations, legal and professional expenses will be charged directly to the account.

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF GULFPORT

AMENDED PROFESSIONAL SERVICES AGREEMENT

THIS AMENDED 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 **CKG ADVOCATES**, having an address of 12067 Michael Grace Drive, Gulfport, Mississippi 39503, 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 assist victims of domestic violence as more fully set forth herein; and

WHEREAS, the City is the recipient of a VOCA ("Victims of Crime Act") Grant which has previously provided funding for domestic violence victims advocate services for the City of Gulfport in cases originating before the Gulfport Municipal Court to assist with domestic violence prosecutorial work in the City Prosecutor's Office; and

WHEREAS, CKG ADVOCATES, LLC, has a principal place of business and address being located at 12067 Michael Grace Drive, Gulfport, Mississippi 39503, and is experienced in providing victims advocate services.

NOW THEREFORE, for good and valuable consideration as herein provided, CKG ADVOCATES, LLC, agrees to perform and provide professional legal services according to the following conditions, terms, and provisions, to-wit:

1 . Scope of Work. CKG ADVOCATES, LLC, to include all of its employees, contractors, principals, and agents (collectively and generally referred to herein as “CKG”)¹ 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 domestic violence victims assistance and advocacy and other services for the City of Gulfport, which shall consist of, among other things, ensure that victims of domestic violence are secure and have basic needs provided; meet with such victims to assess the severity of the case and the immediate needs of the victim; provide coordination with local non-profit partners to obtain shelter, clothing, counseling and medical assistance as quickly as possible; provide constant communication with the victim and care providers throughout the prosecution process to ensure the victim is informed and can cooperate in the prosecution of the defendant(s); improve training for the Gulfport Police Department by providing independent training for supervisors and field training officers and no less than 50% of the uniformed patrol division, with such training to be coordinated through the City Attorney’s Office in conjunction with the Office of the Police Chief; decrease the instances of intimate partner homicide by compiling data in the first quarter of the program to determine the actual number of intimate partner homicides within the City in the last five years; and use lethality assessment protocols along with the other program components to work toward a measurable reduction in intimate partner homicides based upon their research. In addition to the foregoing, the scope of the services to be provided by CKG pursuant to this Agreement are set forth in the attached Exhibit “A.” CKG shall decline to be involved in any case or matter to which it is assigned in which a conflict of interest or ethical problem is known to exist or any case in which CKG deems that it is not qualified. CKG 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 victim advocacy services and CKG acknowledges receipt of and knowledge of the grant documents and requirements associated with the VOCA Grant award to the City for the remainder of the municipal 2022-2023 fiscal year (to end on September 30, 2023) and the objectives, intended outcomes, and goals associated with this Grant award.

2. Manner of Service. Services provided by CKG 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 CKG, 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 CKG 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 CKG 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. CKG 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.

3. Compensation. During the term of this Agreement, the City shall compensate CKG at the maximum annual rate of \$42,249.60, payable monthly during the grant period. It is specifically understood

¹Unless specifically stated to the contrary, wherever the term “CKG” appears in this contract/agreement, the same shall include, also refer to, and adopt and incorporate all employees, principals, contractors, and agents of CKG and those on behalf of this entity in addition to CKG itself.

that no travel expenses or billable time shall be charged or incurred for travel time to and from wherever CKG 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 CKG will receive from the City is for actual time worked for services provided by it to the City under this Agreement. CKG 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 (dstough@gulfport-ms.gov or other such e-mail address as may, from time to time, be provided, in writing, to CKG) by 5:00 p.m. on the third Mondays of each month during the duration of this Agreement. The City shall pay CKG within thirty (30) days of the City's receipt of detailed and approved billing invoices submitted by CKG. There is no guarantee of cases or work to be assigned to CKG under this Agreement and, therefore, there is no minimum or maximum number of cases or amount of work to be assigned to it. 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. The compensation for services hereunder shall be paid at an hourly rate of \$20.31/hour, with a not to exceed amount per year of \$42,249.60. Detailed billing statements in support of the amount billed per month shall be submitted by CKG with each monthly invoice. It is understood that CKG will provide a minimum of 35 hours per week of work in the municipal court building.

4. Term of Service. The term of this Agreement shall be for twelve (12) months, commencing on 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 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.

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 CKG contracting with other persons or entities to provide similar type services set forth in this Agreement or any of its attachments, CKG 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, CKG agrees to complete all assigned cases or matters and those previously undertaken or being handled by CKG to final disposition unless such completion would violate the prescribed law or the case or matter 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 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) CKG certifies that it shall be licensed, certified, experienced, and qualified (as necessary) and able to perform any and all services for which it accepts engagement under this Agreement, and it agrees to notify City immediately if its license(s) and/or certifications, if any, are terminated or suspended or its credentials change so as to limit its 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 CKG. (b) This is a professional services contract in which CKG 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. CKG 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) CKG agrees that it has secured or will secure at its own expense, all persons, employees, equipment, and other resources required or otherwise deemed by it to be necessary to perform the services contemplated and/or required under this Agreement. CKG acknowledges and agrees that it alone controls the method and means by which it (and its employees, agents, and resources) provides services and the manner in which it (and its employees, agents, and resources) carries out these services under this Agreement. (d) It is understood that CKG is being contracted herewith to provide services to the City but that on occasion CKG may utilize its employees or contractors to perform some of the obligations, duties, or requirements of this Agreement. In such circumstances, CKG agrees that employees and/or contractors utilized by it will be as equally qualified as it and with comparable professional qualifications, licenses, and certifications in the field or fields set forth in this Agreement. Should CKG utilize employees and/or contractors to perform any of the duties or obligations under this Agreement, it shall also provide the full names, residential addresses, and a list of such persons' qualifications, licenses, and certifications to the City in advance of such performance as well as each such person's curriculum vitae / resume. Such persons must each also successfully pass a background check, to the satisfaction of the City, prior to providing any services under this Agreement. CKG further certifies that all employees and contractors that it shall utilize in the performance of this Agreement shall, like it, 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 CKG acknowledge and agree that CKG 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 CKG from City under this Agreement.

10. Compliance with Legal Obligations. CKG agrees that, in rendering services under this Agreement, it shall comply with all federal, state, and local laws.

11. Records. It is understood and acknowledged that all documents used by CKG in its 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 CKG'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, CKG 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 its involvement or provision of services for the City in connection with the same.

13. Insurance; Defense of Claims. CKG 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. CKG covenants and agrees to indemnify 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 CKG or anyone acting for, on behalf of, or at the direction of CKG 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 CKG or anyone acting for, on behalf of, or at the direction of CKG, CKG hereby covenants and agrees to assume the defense thereof and to defend the same at CKG'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. CKG 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 CKG may acquire during the term of, and in the course of, or as a result of, the provision of services that it provides under this Agreement.

15. Notices. Official notice to CKG 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 CKG 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 CKG 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 CKG.

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 CKG, its executors, administrators, heirs, and other successors in interest. CKG' rights and obligations under this Agreement are not assignable.

20. Communication; Reports. CKG 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 CKG 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 CKG 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 CKG in the provision of such services and work, and which were not within the scope of an earlier such report provided to the City. CKG 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 referenced or described herein, or any audit or law or regulation related or applicable to or governing such grant, or otherwise requested from CKG 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 its duly constituted representative and executed by CKG, by and through its duly authorized and approved representative and agent.

WITNESS OUR SIGNATURES as duly authorized and voluntarily signed on the day and year hereinafter stated.

CKG ADVOCATES, LLC

12067 Michael Grace Drive
Gulfport, Mississippi 39503
(228) 326-4069

By: Charlotte K. Gunn

Printed Name: Charlotte K. Gunn

Title: Victims Advocate

Date: Nov. 9, 2022

CITY OF GULFPORT, MISSISSIPPI

Post Office Box 1780

Gulfport, Mississippi 39502-1780

(228) 868-5811

By:  _____

Printed Name: Billy Hewes

Title: Mayor

Date: November 9, 2022