



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, December 20, 2022

1:30 PM

*Gulfport City Hall
Council Chambers*

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

Agenda Order Confirmation or adjustment of the agenda order

Presentation Agenda

- **Mayor's Report**

Policy Issues

Minutes / Appointment(s)

- 1 Approval of Minutes - for November 22, 2022.
- 2 Ratification - of appointment(s) to the Architectural Review Committee.
- 3 Ratification - of appointment to the Civil Service Commission.
- 4 Ratification - of re-appointment to the Planning Commission.

Code Enforcement / Planning

- 5 Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.
- 6 Certificate of Resubdivision - divide into two parcels zoned R-1-15 (Single-family) - located at 15361 S Swan Road - Case # 2211PC208 - Ward 7.
- 7 Final Plat - approval of a 3-lot subdivision (The Huntington Phase 4) on tax parcels zoned R-1-15 (Single-family) - located at Three Rivers Road - Case # 2209PC160 - Ward 7.

- 8 Final Plat - approval of a 63-lot subdivision (Southern Breeze Subdivision) on a tax parcel zoned R-1-5 (Single-family) and B-2 (General business) - located at Dedeaux Road and Tanner Road - Case # 2211PC211 - Ward 5.

Ordinances

- 9 Ordinance - rezoning a tax parcel from R-B (Residence-business) to R-E (Residence estate) - located at 13062 Sheldon Street - Case # 2211PC198 - Ward 6.
- 10 Ordinance - rezoning a tax parcel from B-1 (Neighborhood business) to R-B (Residence-business) - located at 4809 29th Street - Case # 2211PC202 - Ward 1.
- 11 Ordinance - rezoning a tax parcel from B-2 (General business) to R-B (Residence-business) - located at 3205 F Avenue - Case # 2211PC206 - Ward 4.
- 12 Ordinance - rezoning a tax parcel from R-1-15 (Single-family) to B-2 (General business) - located at 11261 Old Highway 49 - Case # 2211PC207 - Ward 7.
- 13 Ordinance - rezoning from I-2 (Heavy Industry) to R-3 (General residence) - located at River Ten Road and Klein Road - Case # 2211PC209 - Ward 7.
- 14 Ordinance - amending Section 7-118 in Chapter 7, Article III in the Code of Ordinances of the City of Gulfport, Mississippi.
- 15 Ordinance - amending Appendix A – Comprehensive Zoning Ordinance of the Code of Ordinances, “Chart of Permitted Uses” in Section III (“District Regulations”)(K) (“Chart of Permitted Uses) in Appendix A with respect to “Hotel” and “Motel” in the “Residential” Section, and for related purposes. (*on recommendation from City's Planning Commission*)

Resolutions

- 16 Resolution - approving Annual Services Contract for Bluebeam Plan Review Software, and for related purposes.
- 17 Resolution - approving Agreement with Checkr, Inc., and for related purposes.
- 18 Resolution - approving Contract with Duo\Cisco for multi authentication software\system, and for related purposes.
- 19 Resolution - approving Amendment No. 1 to the H2O Solid Waste Addendum, and for related purposes.

- 20 Resolution - authorizing the City of Gulfport, by and through the Fire Department, to accept Home Depot Grant funding, and for related purposes.
- 21 Resolution - authorizing an expenditure (in the form of a fee waiver) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with the 2023 Unity Festival & Parade, and for related purposes.
- 22 Resolution - approving the temporary closure of municipal right of way for the 2023 Krewe of Gemini Mardi Gras Parade, and for related purposes.
- 23 Resolution - approving the temporary closure of municipal right of way for 2023 Unity Festival & Parade, and for related purposes.

Budget Amendments / Docket of Claims

- 24 Budget Amendment #43 - appropriating funds for the Fire Department FEMA Grant accepted by Council on December 6, 2022. *(no publication needed)*
- 25 Budget Amendment #44 - increasing line item 277 Vehicles from drug-related arrest. *(no publication needed)*
- 26 Budget Amendment #45 - rolling over FY2022 available Forfeiture and Seizure money to the FY2023 budget. *(no publication needed)*
- 27 Docket of Claims - to be approved through December 21, 2022.

Routine Agenda

- 28 Resolution - awarding bids for lot clean-ups and/or demolitions.
- 29 Code Enforcement Notice(s) - to be made a part of the minutes.
- 30 Privilege License Report - for the month of November, 2022 - to be made a part of the minutes.
- 31 Legal Notice - advertisement for Building Repairs and Construction Unit Price Project.
- 32 Letter - regarding bid awarded by Purchasing to All Phase Electric Supply for lights for pier - Leisure Services - to be made a part of the minutes.
- 33 Letter - regarding bid awarded by Purchasing to Engineered Cooling Services for condenser coil replacement - Police Department - to be made a part of the minutes.

- 34** Letter - regarding bid awarded by Purchasing to Southern Pipe and Supply for SDR26 PVC sewer pipe, gravity - Public Works - to be made a part of the minutes.
- 35** Letter - regarding Convergent Services and Products - to be made a part of the minutes.
- 36** Ratification - of Fuel Cost Adjustment to Current Privatization Contract - November Invoice - to be made a part of the minutes.
- 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



City of Gulfport, Mississippi

Minutes City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, November 22, 2022

1:30 PM

*Gulfport City Hall
Council Chambers*

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

The Mayor and Members of Council met at City Hall at 1:30 PM, on the above date, same being an adjourned meeting from a Regular Meeting on November 8, 2022 at 1:30 P.M.

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

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

Agenda Order

Motion to Accept, with the following adjustments; add Item 8 - A - Ordinance - providing for salary of compensation for one (1) "Building Inspector" position in the Department of Urban Development, and for related purposes., add Item 13 - A - Resolution - approving amendments to the Real Estate Services Contracts with Mississippi Valuations, LLC D/B/A Valbridge Property Advisors and Doug Singletary & Associates, Inc., to reflect the final number of appraisals required with respect to the Interconnecting Gulfport Project, and for related purposes., add Item 16 - A - Resolution - authorizing an expenditure (via equipment in-lieu of funds) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport at the Gulfport Galleria of Fine Art's Christmas on the Corner Event, and for related purposes., add Item 16 - B - Resolution - authorizing City Code Enforcement officials, pursuant to Miss. Code Ann. Section 21-19-11(2), to make determinations concerning the state of cleanliness of properties, and for related purposes., Moved By Myles Sharp, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Presentation Agenda

- Mayor's Report

Policy Issues

Minutes

- 1 Approval of Minutes - for November 8, 2022.

Motion to Approve Minutes for November 8, 2022, Moved By R.Lee Flowers,
Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[November 8, 2022 - Minutes](#)

Code Enforcement / Planning

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

Motion to Open the Code Enforcement Hearing, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Notification Letters - Code Enforcement Hearing](#)

[Resolution - authorizing advertisement for bid - Signed](#)

- 3 Acceptance for Perpetual Maintenance - Belvedere Place Subdivision Parts 3 & 4 - Water and Sewer only.

Motion to Accept Belvedere Place Subdivision Parts 3 & 4 for Perpetual Maintenance - Water and Sewer only, Moved By Ella Holmes-Hines, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Belvedere Place Subdivision Parts 3 & 4 - Perpetual Maintenance Water and Sewer ONLY](#)

- 4 Acceptance for Perpetual Maintenance - Belvedere Place Subdivision Part 5 - Water and Sewer only.

Motion to Accept Belvedere Place Subdivision Part 5 for Perpetual Maintenance - Water and Sewer only, Moved By Ella Holmes-Hines, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Belvedere Place Subdivision Part 5 - Perpetual Maintenance Water and Sewer ONLY](#)

- 5 Acceptance for Perpetual Maintenance - Savoy Place Subdivision Part 2 - Water and Sewer only.

Motion to Accept Savoy Place Subdivision Part 2 for Perpetual Maintenance - Water and Sewer only, Moved By Ella Holmes-Hines, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Savoy Place Subdivision Part 2 - Perpetual Maintenance Water and Sewer ONLY](#)

Ordinances

- 6 Ordinance - amending various provisions and sections in Chapter 7, Article III in the Code of Ordinances.

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

Motion to Postpone until December 6, 2022, Moved By Ella Holmes-Hines, **Seconded by** Myles Sharp

Vote: Motion Failed By The Following Roll Call Vote

Aye: Ella Holmes-Hines, Rusty Walker, Myles Sharp

Nay: Kenneth Casey, Ron Roland, R.Lee Flowers, Richard Kosloski

The President called the question.

Vote: Motion Carried By The Following Roll Call Vote

Aye: Kenneth Casey, Ron Roland, R.Lee Flowers, Richard Kosloski

Nay: Ella Holmes-Hines, Rusty Walker, Myles Sharp

- 7 Ordinance - amending Chapter 1, Article II in the Code of Ordinances.

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

Motion to Amend, to \$55,000 instead of \$60,000, Moved By Myles Sharp, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

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

The President called the question.

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Ordinance 3209 - Signed](#)

- 8 Ordinance - providing for funding of limited step increases during the course of the Fiscal Year beginning October 1 and ending September 30 each year, and ratifying the setting of salaries of compensation for those employees serving in affected positions.

Motion to Table, Moved By R.Lee Flowers, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

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

- 8 – A Ordinance - providing for salary of compensation for one (1) "Building Inspector" position in the Department of Urban Development, and for related purposes. (Grade staying the same (Grade 111) - (\$40k rule))

Motion to Adopt Ordinance, Moved By R.Lee Flowers, **Seconded by** Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Ordinance 3210 - Signed](#)

- 9 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, and the Smartcode Ordinance of the City of Gulfport, Mississippi adopted the 13th day of February, 2007 (Ordinance No. 2522), as amended, Appendix D - Smartcode, Article 1.8.1 - Pre-Existing and Post-Emergency Conditions, 4.11 - Non-Conforming Conditions, 5.12 - Pre-Existing Conditions - Case # 2210PC184.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Ordinance 3211 - Signed](#)

Resolutions

- 10 Resolution - approving Award to and Contract with JE Talley Construction, Inc., for repairs to Moses Pier due to Hurricane Zeta, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Resolution - Award Approve Talley Construction Moses Pier - Signed](#)

- 11 Resolution - approving Lighting Services Lease Agreement with Mississippi Power Company for Lighting Equipment Upgrades at Lyman Community Center, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Resolution - MPC Lyman Community Center Lighting Improvements - Signed](#)

- 12** Resolution - approving pricing structure for the 2022 Harbor Lights Winter Festival, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Resolution - Harbor Lights Ticket Pricing Structure - Signed](#)

- 13** Resolution - approving Federal Railroad Administration Grant Adjustment Request Form - All Aboard the Safety Train PE/NEPA Project (Quad Gate Project), and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Resolution - CSX - Quad Gates - FRA Grant Adjustment Form - Signed](#)

- 13 – A** Resolution - approving amendments to the Real Estate Services Contracts with Mississippi Valuations, LLC D/B/A Valbridge Property Advisors and Doug Singletary & Associates, Inc., to reflect the final number of appraisals required with respect to the Interconnecting Gulfport Project, and for related purposes.

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

Vote: Motion Carried By The Following Roll Call Vote

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

Nay: Ella Holmes-Hines

Attachment(s):

[Resolution - BUILD Grant - Valbridge Amendment - Signed](#)

- 14** Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Resolution - Promotional Fire 2022 - Signed](#)

- 15** Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with the Gulfport Branch NAACP Oratorical Scholarship Program, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Resolution - NAACP Scholarship Program - Signed](#)

- 16** Resolution - authorizing an expenditure (in the form of a fee waiver) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with the Mississippi Highway Patrol Christmas Party, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Resolution - MHP Fee Waiver - Signed](#)

- 16 – A** Resolution - authorizing an expenditure (via equipment in-lieu of funds) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport at the Gulfport Galleria of Fine Art's Christmas on the Corner Event, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Resolution - Gulfport Galleria Christmas on the Corner Expenditure - Signed](#)

- 16 – B** Resolution - authorizing City Code Enforcement officials, pursuant to Miss. Code Ann. Section 21-19-11(2), to make determinations concerning the state of cleanliness of properties, and for related purposes

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Resolution - authorizing Code Enforcement Officers to determine uncleanliness - Signed](#)

Budget Amendments / Docket of Claims

- 17** Budget Amendment #37 - funding Construction Contract with JE Talley Construction, Inc. for repairs to Moses Pier Due to Hurricane Zeta. (*publication needed*)

Motion to Approve Budget Amendment #37, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Budget Amendment FY 23 - Fund Construction Contract w JE Talley Construction for Moses Pier Repairs due to Hurricane Zeta Z8592](#)
[Budget Amendment 2023-37](#)

- 18** Budget Amendment #38 - defunding Building Inspector position in Urban Development. *(no publication needed)*

Motion to Approve Budget Amendment #38, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Budget Amendment 2023-38](#)

[Defund Calculation \(Building Inspector- UD\) Memo](#)

- 19** Budget Amendment #39 - funding Building Inspector position in Urban Development. *(no publication needed)*

Motion to Approve Budget Amendment #39, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Budget Amendment 2023-39](#)

[Fund Calculation \(Building Inspector - UD\) Memo](#)

- 20** Docket of Claims - to be approved through November 23,2022.

Motion to Approve Docket of Claims, in the amount of \$3,781,118.29, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

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

Routine Agenda

Motion to Approve Routine Agenda, as presented excluding item 33, Moved By R.Lee Flowers, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote

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

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

Attachment(s):

[Resolution - Awarding bids - Signed](#)

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

Attachment(s):

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

[Chapter 3 Notice\(s\)](#)

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

Attachment(s):

[October 2022 Public Records Request 2](#)

- 24 Legal Notice - advertisement for the Reverse Auction of Decorative Street Lights for the Public Works Department.

Attachment(s):

[Notice to Bidders- Decorative Street Lights](#)

- 25 Letter - regarding bid awarded by Purchasing to Clay's Print Shop for billing envelopes - Utility Billing - to be made a part of the minutes.

Attachment(s):

[Envelopes - Utility Billing](#)

- 26 Letter - regarding bid awarded by Purchasing to Emergency Vehicle Specialists for water pump for Brush 11 - Fire Department - to be made a part of the minutes.

Attachment(s):

[Pump for Brush 11 - Fire Department](#)

- 27 Letter - regarding bid awarded by Purchasing to Land Shaper, Inc. for restocking of limestone #610 - Public Works - to be made a part of the minutes.

Attachment(s):

[Land shaper - restock limestone #610 - public works](#)

- 28 Letter - regarding bid awarded by Purchasing to Southern Waterworks Supply for restocking of water/sewer supplies - Public Works - to be made a part of the minutes.

Attachment(s):

[Water Sewer Supplies - Public Works](#)

- 29 Request - Cost Adjustment to Term Contract Group C3 - Hot Bituminous Pavement - Warren Paving, Inc. - October Invoice.

Attachment(s):

[Request - Cost Adjustment to Term Contract Group C3 – Hot Bituminous Pavement - Warren Paving October Invoice](#)

- 30 Request - Fuel Cost Adjustment to Current Privatization Contract - October Invoice.

Attachment(s):

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

- 31 Ratification - of Oath of Office - to be made a part of the minutes.

Attachment(s):

[Brianna Lafontaine - Oath of Office](#)

- 32 Ratification - of Cemetery Conveyance - to be made a part of the minutes.

Attachment(s):

[Conveyance - Bounds to Constance Bounds Austin 2022](#)

[Conveyance - Bounds to Debra Roush Marcy 2022](#)

[Conveyance - Bounds to Donald Roush 2022](#)

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

Motion to Postpone until December 6, 2022, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Public Agenda

Council Comments

Memorial Adjournment

[Mr. James D. Parkman](#)

Executive Session

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

The Council entered Closed Session at 2:51 P.M. In attendance: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, Mayor Billy Hewes, CAO Leonard Papania, General Counsel Hugh Keating, City Attorney Jeff Bruni, Assistant City Attorney Margaret Murdock, Clerk of Council Brittany Rodgers, and Deputy Clerk of Council Brittany Thomas.

Motion to Exit Closed Session at 2:52 P.M., Moved By R.Lee Flowers, Seconded by Rusty Walker

Vote: Motion Carried By The Following Roll Call Vote

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

Absent: Myles Sharp, Richard Kosloski (out of room)

No official action was taken during Closed Session.

Upon hearing from General Counsel regarding the nature of the request for Executive Session, Motion to Enter Executive Session at 2:53 P.M. for (1) strategy session with respect to litigation involving or associated with Brain Brinson; (2) strategy session with respect to ongoing litigation involving or associated with Priority One Bank in the Cowan Road v. City of Gulfport case; (3) strategy session with respect to litigation involving or associated with the Kevin Smith/Parker case versus the City of Gulfport; and (4) strategy session with respect to litigation involving or associated with the Healthy Gulf, et al. case against the Department of Transportation., Moved By R.Lee Flowers, Seconded by Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Richard Kosloski (out of room)

The Council entered Executive Session at 2:53 P.M. In attendance: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Richard Kosloski (in at 2:54 P.M.), Mayor Billy Hewes, CAO Leonard Papania, General Counsel Hugh Keating, City Attorney Jeff Bruni, Assistant City Attorney Margaret Murdock (out at 2:58 P.M.), Clerk of Council Brittany Rodgers and Deputy Clerk of Council Brittany Thomas.

Motion to Exit Executive Session at 3:19 P.M., Moved By Kenneth Casey, Seconded by Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote

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

No official action was taken during Executive Session.

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

Motion to authorize the City Attorney's Office to pursue all remedies or relief to protect the City of Gulfport's interests in the case of Healthy Gulf, et al. v. U.S. Department of Transportation (Cause No.: 1:22cv00314) pending in the United States District Court for the Southern District of Mississippi, Southern Division, including, without limitation, attempting to intervene in this action; authorizing the payment of any fees and costs incurred by the City Attorney's Office in these pursuits presently up to an aggregate amount of \$5,000.00 to be withdrawn or taken from number 135-621300 in the Legal Department's budget; and authorizing issuance of special checks in the amounts needed associated with this., Moved By Myles Sharp, Seconded by R. Lee Flowers

Vote: Motion Carried By The Following Roll Call Vote

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

Nay: Ella Holmes-Hines

Motion to authorize the City Attorney's Office to retain the services of William E. Whitfield, III, Esq. and the law firm of Copeland, Cook, Taylor & Bush, P.A. to serve as counsel for and to represent the interests of City employees in their individual capacities as defendants in the lawsuit filed by the heirs/estate of La'Mello Parker, including, but not limited to, Michael Moran, at hourly rates not to exceed \$175.00 for partners \$145.00 for associates, and \$80.00 for paralegals., Moved By Myles Sharp, Seconded by R. Lee Flowers

Vote: Motion Carried By Unanimous Roll Call Vote

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

Motion to authorize issuance of a check from the City's claims contingency fund in the amount of \$18,000.00 to Priority One Bank and its attorney to go toward full and final satisfaction and dismissal with prejudice of all claims against the City involving Priority One Bank and its attorney and all on their behalf associated with or arising out of this party's case in the Circuit Court of Harrison County (Cause No. 2018-0004)., Moved By Myles Sharp, Seconded by Richard Kosloski

Vote: Motion Carried By Unanimous Roll Call Vote

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

Move to authorize the City, by and through the Legal Department, to take any and all steps necessary to resolve its lien as to the recovery by Brian Brinson (a dependent covered by the City's self-insured health insurance fund) from Progressive Insurance related to a March 12, 2022, accident by reducing the City's lien by 60% and by accepting the sum of \$9,454.07 in satisfaction of its lien., Moved By Myles Sharp, Seconded by R. Lee Flowers

Vote: Motion Carried By Unanimous Roll Call Vote

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

Setting of Next Meeting and Adjournment

There being no further business to come before the Council at this time, Motion to Adjourn in memory of Mr. James D. Parkman, until December 6, 2022 at 1:30 P.M. for a Regular Meeting, Moved By R.Lee Flowers, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

City Clerk

Mayor

Agenda Adjustments

- 8 – A** Ordinance - providing for salary of compensation for one (1) "Building Inspector" position in the Department of Urban Development, and for related purposes. (Grade staying the same (Grade 111) - (\$40k rule))
- 13 – A** Resolution - approving amendments to the Real Estate Services Contracts with Mississippi Valuations, LLC D/B/A Valbridge Property Advisors and Doug Singletary & Associates, Inc., to reflect the final number of appraisals required with respect to the Interconnecting Gulfport Project, and for related purposes.
- 16 – A** Resolution - authorizing an expenditure (via equipment in-lieu of funds) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport at the Gulfport Galleria of Fine Art's Christmas on the Corner Event, and for related purposes.
- 16 – B** Resolution - authorizing City Code Enforcement officials, pursuant to Miss. Code Ann. Section 21-19-11(2), to make determinations concerning the state of cleanliness of properties, and for related purposes



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

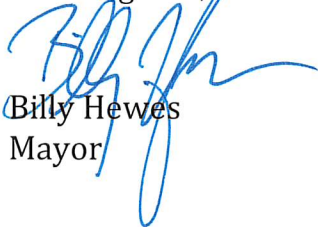
Dear Council Members:

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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November 30, 2022

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Gulfport, MS 39501

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. 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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Councilman Kenneth Casey
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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 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



OFFICE OF MAYOR

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

December 12, 2022

City Hall
2309 15th St.
Gulfport, MS 39501

Councilman 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. Jason Bell to serve on the Architectural Review Committee (ARC) for the City of Gulfport.

Mr. Bell is a Casino Technologies Consultant and he and his family own Chillville Creamery on Cowan Road. He has extensive knowledge in new technology and will be a great addition to this new committee.

Your ratification of his appointment will be greatly appreciated. His term will expire in December 2026.

Best Regards,

A handwritten signature in blue ink, appearing to read "Billy Hewes", with a stylized flourish at the end.

Billy Hewes
Mayor



Application to serve on the Architectural Review Committee (ARC)

Name: Jason Bell

Date: 12/2/2022

Home Address: 1612 Cahill Drive Gpt 39507

Email Address: jasoncbell27@gmail.com

Telephone: (Home phone) _____ (Cell phone) 228-348-3357 (Work phone) _____

Occupation and Work Schedule: Casino Technologies Consultant. 8am-5pm Monday through Friday

Do you own commercial property and/or operate a business in Gulfport, MS? If yes, please describe:
My wife owns Chillville Creamery on Cowan Rd. No, we do not own any commercial property.

Are you now serving, or have you ever served, on a board, commission, or committee for the City of Gulfport or any other community? ☐ Yes ☒ No

If yes, please give the name of the board, commission, and/ or committee and dates served: _____

Narrative Statement: (Please provide a brief statement indicating why you wish to be appointed to the Architectural Review Committee, including any strengths you feel you could bring to the position you are applying for:

I believe I can bring new technology and forward thinking to any future project proposals in Gulfport.

My experience in the Casino Industry has given me a broad scope of skills that can be utilized.

I understand that my attendance at all regularly scheduled meetings is critical. I also understand that this application is subject to public record requests.

Applicant's Signature: _____

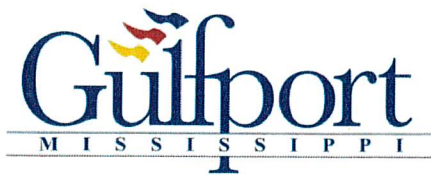
Please attach a resume and/or copies of any certificates pertinent to the position of the Architectural Review Committee and email completed form to:

Applications must be completely filled out in order to be considered.

Email applications to planners@gulfport-ms.gov

Subject title of email: Architectural Review Committee Application

Thank you for your interest in the City of Gulfport



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December 12, 2022

Councilman 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. Ronnie Matthews Harris to serve on the Architectural Review Committee (ARC) for the City of Gulfport.

He is a native of Gulfport, he graduated from Moody in Chicago, Illinois and received his Master of Community Learning and Development from the University of Aberdeen in Aberdeen, Scotland. He is a managing consultant in Non-Profit Leadership and served on the City of Chicago's Department of Transportation Bike Share Program. A proud U.S.Army Veteran, he served his country in Fuida, Germany during Operation Desert Sheild, Desert War and in War Recovery efforts. He is the founder of Sacred Roots: Go, Gulfport, Strategic Partnership and the Gulfport Gaslight District. His full resume is attached for your review.

Your ratification of his appointment will be greatly appreciated. His term will expire in December 2026.

Best Regards,

A handwritten signature in blue ink, appearing to read "Billy Hewes", with a stylized flourish at the end.

Billy Hewes
Mayor

Ronnie Matthew Harris
Community Development Practitioner
Phone: 312-593-0067 Email: harris@sacredroots.org

Summary of Qualifications:

- 25+ years of experience working within transcontinental, multi cross-cultural settings, encouraging people towards a more sustainable and flourishing community life.
- Strong, yet versatile leadership skill set; capable of balancing working in the context of a team or independently.
- Highly diplomatic and dynamic ability to bridge racial, socioeconomic and class divides.

Professional Experience

Executive Non-Profit Leadership

1997 - Present

Consulting/Management

25+ years of community development work affords one countless opportunity to engage community leaders and their various stakeholders about the correlations between human dignity and flourishing, racial equity, mobility, justice, and sustainable communities. Mr. Harris' visionary leadership has continued to be focused on creating innovative pathways to educate, equip, and edify world-class leaders working among marginalized low-to-moderate populations. Executive responsibilities have included: *C-suite Strategic Planning, Visioning, Managing Direct Reports, Fundraising, Cash Flow Management, Annual Budgeting, and Compliance, Multi-tasking, Multi-media Creation, Strategic Media Communications, and Team Building*

- SRAM, Chicago, Research Fellow, 2019-2022
- Hopeprint, Syracuse, Ongoing
- Shiloh NYC, New York, Consultant, 2022-Present
- River City, Chicago, Strategic Partnerships, 2004-2007

Coaching/Mentoring

Having coached a growing network of more than 60 emerging business, labor, civic and cultural leaders, serving in 12 different urban cities around the globe. Mr. Harris' maintains a heightened ability to research, analyze, document, and communicate the various stages of organizational development and its intersection with strategies to produce deliverables for expanding into new contexts for the purpose of leading organizations towards the implementation of new programs. Executive responsibilities have included: Academic Research, Strategic Planning, Visioning, Fundraising, Program Development, Community Mapping, Team Building, and Teaching.

- GLC, Toledo, Mentor, 2017-Present
- LINC New Orleans, New Orleans, Community Partnership 2005-Present
- Sunshine, Chicago, Strategic Partnerships, 2003-2004

Community Building/Organizing

Since 2013 Harris has continued to play a critical role in what is a series of individualized marketing campaigns designed to encourage community flourishing by advocating for more biking, walking and transit use in low to moderate, communities of color. The campaigns focus on collaborating with community leaders, businesses and residents. Harris continues to provide transportation-related advocacy for these community lead initiatives. In 2014, while providing visionary leadership to the community lead, all-volunteer based Go Bronzeville team, Harris was also Campaign

Manager for CNT's Transit Future. As such, Harris worked with a broad cross-section of community stakeholders to develop the best strategies toward getting local county government to improve upon its transportation system; stakeholders in which included but was not limited to the State of Illinois, Cook County, City of Chicago, various other Chicago metropolitan area cities, non-profits, and community-based organizations. This community organizing campaign sought to make the city of Chicago a more equitable place for people of low to moderate income families to live, work, and play. Mr. Harris' leadership was catalytic in helping the campaign garner support from Cook County Board Commissioners of which created the political resolve to create a million-dollar local matching revenue stream that could unlock billions in federal dollars that would go toward making the Chicagoland region competitive, as well as more livable.

In 2015, Ronnie was part the City of Chicago Department of Transportation Bike Share Program designed to improve upon racial-spatial equity in its system called- 'Divvy for Everyone'. This highly acclaimed program was one of the first of its kind. Seeking to address socio-economic and racial inequities associated with the cost of bike share, the City of Chicago hired Mr. Harris to help provide community engagement for its pilot program. Ronnie continues to be a part of academic efforts to study, analyze, and improve community life, particularly among low to moderate income communities of color. In 2019, Ronnie's lifelong commitment to community development came full circle when leveraging his influence with an international human rights organization he started resulted in a multi-year commitment to community development in South Mississippi. Executive responsibilities have included: Academic Research, Strategic Planning, Visioning, Donor Relations, Fundraising, Program Development, Community Mapping, Leadership Training, Team Building, and Teaching.

- Sacred Roots: Go Gulfport, Strategic Partnership, 2019-Present
- City of Chicago: Divvy-for-Everyone, Community Engagement, 2015
- Center for Neighborhood Technology (CNT), Chicago, Campaign Manager, 2014
- City of Chicago: Go Bronzeville, Chicago, Community Engagement, 2013-Present

Proud U.S. Army Veteran. Harris was responsible for the initial training of reserves units activated for services during operation desert shield, desert war, and war recover efforts. Trained military veterans reactivated for services before, during and after the Gulf War. I trained personnel in marksmanship, surveillance, and mental conditioning. Responsibilities as Patrol Specialist was to provide surveillance and security along the East/West German Border, a high-profile security installation.

- U.S. Army, Fulda, Germany, Border Security (Cold War) 1988-1991
- Cadre Trainer (Gulf War) 1990-1991

Additional Tenures with:

- SIM International, Mekele, Ethiopia, Youth & Family Development, Summer 2004
- Youth For Christ International, Freetown, Sierra Leone, Summer 2004
- Inner-city Impact, Chicago, Youth & Family Development, Summer 2003
- Living Hope, South Holland, Teaching, 2003
- Good Shepherd, Chicago, Pastoral Care & Counseling, 2001-2003
- Agape Community Center, Chicago, Youth & Family Development, 1999-2000
- CNA Insurance Company, Chicago, Compliance, 1995-1999
- YMCA, Gulfport, Site Director, 1994-1995
- Job Corps, Gulfport, Recreation Specialist, 1993-1994
- Motorola, Chicago, Consumer Service, 1991-1993

RECENT PROJECTS

- U.S. State Department, Department of Education Professional Fellows Mentor- 2017-2022
- Symposium Organizer: Staring Slavery in the Face: In Libya and Beyond-2018, Cincinnati, Ohio
- Symposium Keynote: Not on Our Watch: IASI, Romania-2018
- Conference Participant: Disrupting Illicit Networks, U.S. State Dept.-2018
- Conference Speaker: Bronzeville Flourishing, at the NACTO Designing Cities Conference- 2017
- Conference Break-out Session Facilitator: Bronzeville Flourishing, at the NACTO Designing Cities Conference- 2017
- Article: For the Livable Streets Movement to Remain Relevant, It Must Become More Inclusive, Chicago Streetsblog – 2017
- Conference Speaker: People for Bikes, Places for Bikes Conference - 2017
- Participate: Illinois Institute of Design, Human Systems Integration Study - 2016
- Participate: Portland State University Bike Share Member/User Survey - 2016
- Profiled: The CDC's Healthy Community Design Initiative -Alliance Benchmarking Report – 2016
- Conference Speaker: National Shared Mobility Summit - 2016
- Conference Speaker: California Bike Summit - 2015
- Participate: Consortium to Lower Obesity in Chicago Children
- Walkability Assessment -2013

EDUCATION

University of Aberdeen – Aberdeen, Scotland

Master of Community Learning and Development, School of Practical Theology, June 2015

Moody – Chicago, Illinois

Bachelor of Arts, International School of Mission, May 2004

Continued Education: Duke Divinity School of Reconciliation, Summer 2009

Continued Education: Acton Institute, Summer 2007; 08; 14;18

High School Diploma: Gulfport High School, May 1988

TABLE OF CONTENTS

WARD 2

PARCEL	LOCATION	OWNER
0811A-04-038.000	2705 PINE AVE	KULKARNI MANDAR
0811A-05-035.000	2600 13TH AVE	GPT LITTLE THEATRE INC

WARD 3

PARCEL	LOCATION	OWNER
0810N-03-021.001	2207 30TH ST	ROBINSON MILTON D

WARD 4

PARCEL	LOCATION	OWNER
0910G-03-015.000	37 45TH ST	BROWNE FAY

WARD 5

PARCEL	LOCATION	OWNER
0908N-01-098.000	2408 KNOX ST	WELTE JOANNE M -ESTATE-
0809B-03-014.012	14471 WHITNEY DR	HARTMANN PERRY ALFRED

WARD 6

PARCEL	LOCATION	OWNER
0907N-01-001.006	13223 WILLOW OAK CIR	MY COTTAGE HOMES LLC
0907N-01-001.022	13206 WILLOW OAK CIR	TURTLE CREEK SUBDIVISION LLC

WARD 7

PARCEL	LOCATION	OWNER
0708H-05-016.000	12081 MCCANDLISS DR	SUNFLOWER PROPERTIES LLC

**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 29, 2022

KULKARNI MANDAR
2705 PINE AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811A-04-038.000
2705 PINE AVE

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

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

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 12/20/2022 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of 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: RON ROLAND

Case Number: 10100

**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 29, 2022

KULKARNI MANDAR
895 QUINCE AVE UNIT 16
SANTA CLARA, CA 95051

Reference: Tax Parcel Number: 0811A-04-038.000
2705 PINE AVE

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Respectfully yours,

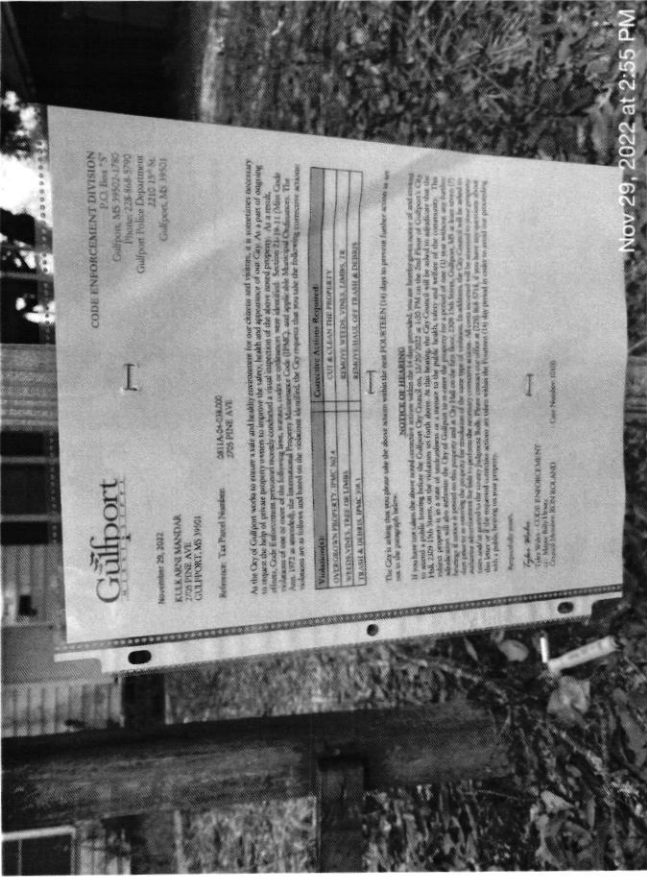
Tyler Wales

Tyler Wales - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RON ROLAND

Case Number: 10100



Nov 29, 2022 at 2:55 PM



Nov 29, 2022 at 2:56 PM

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5790

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

December 5, 2022

GPT LITTLE THEATRE INC

2600 13TH AVE

GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811A-05-035.000
2600 13TH AVE

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

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

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 12/20/2022 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RON ROLAND

Case Number: 10559

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5790

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

December 5, 2022

GPT LITTLE THEATRE INC

P O BOX 567

GULFPORT, MS 39502

Reference: Tax Parcel Number: 0811A-05-035.000
2600 13TH AVE

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

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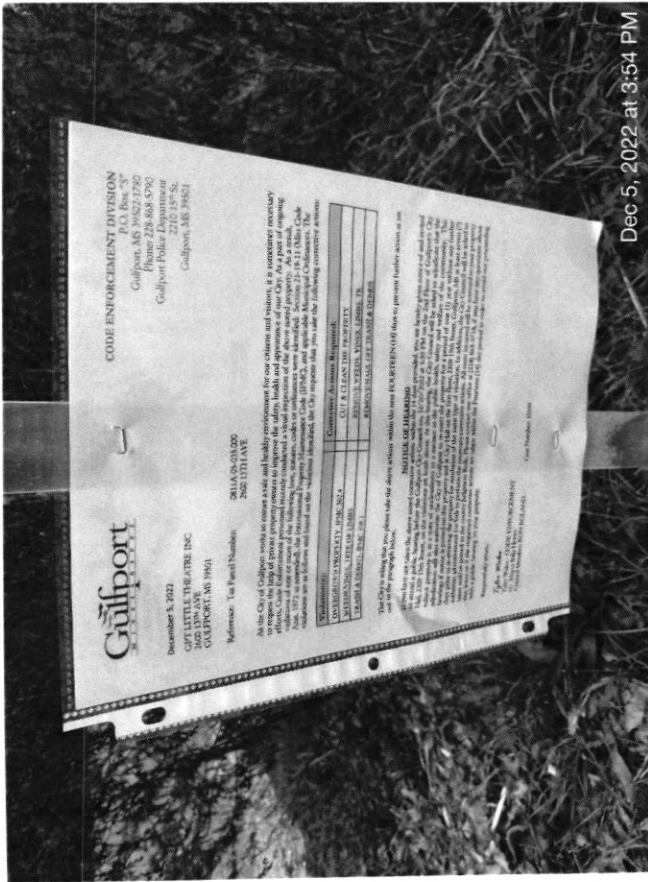
Tyler Wales

Tyler Wales - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RON ROLAND

Case Number: 10559



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5790

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

December 5, 2022

ROBINSON MILTON D

2207 30TH ST

GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810N-03-021.001
2207 30TH ST

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

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Respectfully yours,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: ELLA HOLMES-HINES

Case Number: 10482



**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 29, 2022

BROWNE FAY
37 45TH ST
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0910G-03-015.000
37 45TH 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:
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,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RUSTY WALKER

Case Number: 10641

**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 29, 2022

BROWNE FAY
19 45TH ST
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0910G-03-015.000
37 45TH ST

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Respectfully yours,

Tyler Wales

Tyler Wales - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RUSTY WALKER

Case Number: 10641

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5790

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

December 5, 2022

WELTE JOANNE M -ESTATE-
2408 KNOX ST
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0908N-01-098.000
2408 KNOX ST

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

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OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
WEEDS, VINES, TREE OR LIMBS	REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG

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Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: MYLES SHARP

Case Number: 10575

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5790

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

December 5, 2022

WELTE JOANNE M -ESTATE-

P O BOX 3044

GULFPORT, MS 39505

Reference: Tax Parcel Number: 0908N-01-098.000
2408 KNOX ST

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

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Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: MYLES SHARP

Case Number: 10575

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5790

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

December 5, 2022

HARTMANN PERRY ALFRED
14471 WHITNEY DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0809B-03-014.012
14471 WHITNEY DR

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

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Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: MYLES SHARP

Case Number: 10603

**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 22, 2022

MY COTTAGE HOMES LLC
1402 PASS RD
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0907N-01-001.006
13223 WILLOW OAK 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:

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Respectfully yours,

Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: R LEE FLOWERS

Case Number: 10498

**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 22, 2022

MY COTTAGE HOMES LLC
13223 WILLOW OAK CIR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0907N-01-001.006
13223 WILLOW OAK 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:

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Respectfully yours,

Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: R LEE FLOWERS

Case Number: 10498

**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 22, 2022

TURTLE CREEK SUBDIVISION LLC

P O BOX 4579

DEPT 79

HOUSTON, TX 77210

Reference: Tax Parcel Number: 0907N-01-001.022
13206 WILLOW OAK 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:

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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, 12/20/2022 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of 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: 10501

**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 22, 2022

TURTLE CREEK SUBDIVISION LLC
13206 WILLOW OAK CIR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0907N-01-001.022
13206 WILLOW OAK CIR

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

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

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

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Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: R LEE FLOWERS

Case Number: 10501



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5790

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

December 5, 2022

SUNFLOWER PROPERTIES LLC
12081 MCCANDLISS DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0708H-05-016.000
12081 MCCANDLISS DR

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

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Respectfully yours,

Travis Johnson

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

Case Number: 10596

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5790

Gulfport Police Department

2210 15th St.

Gulfport, MS 39501

December 5, 2022

SUNFLOWER PROPERTIES LLC
8 BAYOU PLACE
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0708H-05-016.000
12081 MCCANDLISS DR

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

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NOTICE OF HEARING

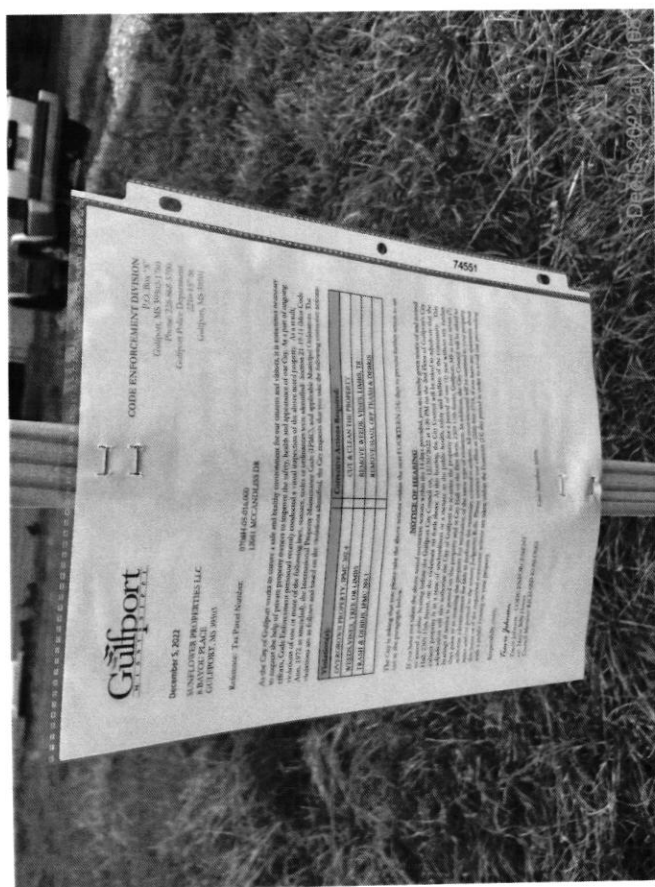
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Respectfully yours,

Travis Johnson

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

Case Number: 10596



MEMORANDUM – CITY OF GULFPORT

Date: DECEMBER 9, 2022

To: Mayor Billy Hewes
City Council Members

From: Adam Cooper, Chief of Police
Code Enforcement Division

Re: Code Enforcement Resolutions To Declare Property In A State Of
Uncleanliness And A Menace To The Public Health And Safety Of The
Community And To Authorize Lot Clean-Up and/or Demolitions, And
For The Authority To Advertise For Bids To Be Presented To The City
Council On The 20th Day Of December, 2022.

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

MEMORANDUM – CITY OF GULFPORT

Date: DECEMBER 8, 2022

To: Mayor Billy Hewes
City Council Members

From: Police Department
Code Enforcement Division

Subject: Approval To Advertise

RE: Resolutions Declaring Property In A State Of Uncleanliness To Be A Menace To The Public Health And Safety Of The Community And Authorizing Lot Clean-Up and/or Demolitions And For The Approval To Advertise For Bids To Be Presented On The 20TH Day Of December, 2022, To The City Council:

WARD 2

Parcel 1: 0811A-04-038.000. Lot 8 Blk 6 Broad Acres. 2705 Pine Ave. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Kulkarni Mandar) Case: 10100

Parcel 2: 0811A-05-035.000. Lots 1 To 4 Inc Blk 14 Broad Acres Also The N 20 Ft Of 26th Ave Vacate D By City Ord File Number 0404pc061. 2600 13th Ave. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Gpt Little Theatre Inc) Case: 10559

WARD 3

Parcel 3: 0810N-03-021.001. Lot 4 Blk 11 Standard Land Subd Sec 33-7-11. 2207 30th St. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Robinson Milton D) Case: 10482

WARD 4

Parcel 4: 0910G-03-015.000. Lot 8 Blk 32 Gulfport Bayou View Subd Also 75 Ft Strip S Of Lot Part Of Nw 1/4 Of Sw 1/4 Of Sec 25-7-11. 37 45th St. Obtain Permit/Demolish Structure. (Browne Fay) Case: 10641

WARD 5

Parcel 5: 0908N-01-098.000. W 40 Ft Of Lot 6 & E 40 Ft Of Lot 7 Blk 15 North Bayou Suburb. 2408 Knox St. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Welte Joanne M -Estate-) Case: 10575

Parcel 6: 0809B-03-014.012. Lot 12 Angela Park Subd Part 2 Sec 15-7-11. 14471 Whitney Dr. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Hartmann Perry Alfred) Case: 10603

WARD 6

Parcel 7: 0907N-01-001.006. Lot 34 Turtle Creek Subd Sec 35-6-11. 13223 Willow Oak Cir. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (My Cottage Homes Llc) Case: 10498

Parcel 8: 0907N-01-001.022. Lot Tot Turtle Creek Subd Sec 35-6-11. 13206 Willow Oak Cir. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Turtle Creek Subdivision Llc) Case: 10501

WARD 7

Parcel 9: 0708H-05-016.000. Lot 74 Crestview Subd 2nd Add. 12081 Mccandliss Dr. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Sunflower Properties Llc) Case: 10596

There came on for consideration at a meeting of the Mayor and members of the Council of the City of Gulfport, Mississippi, held on the 20TH day of 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: 0811A-04-038.000. Lot 8 Blk 6 Broad Acres. 2705 Pine Ave. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Kulkarni Mandar) Case: 10100
- Parcel 2: 0811A-05-035.000. Lots 1 To 4 Inc Blk 14 Broad Acres Also The N 20 Ft Of 26th Ave Vacate D By City Ord File Number 0404pc061. 2600 13th Ave. Cut & Clean The Property, Remove All Weeds, Vines, Limbs & Down Trees, Remove/Haul Off All Trash & Debris. (Gpt Little Theatre Inc) Case: 10559
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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 20, 2022

Re: Certificate of Resubdivision - divide into two parcels zoned R-1-15 (Single-family) - located at 15361 S Swan Road - Case # 2211PC208 - Ward 7.

Resubdivision 2211PC208, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Cory Long, Planning Administrator
Urban Development Department

Date: December 9, 2022

Re: Resubdivision 2211PC208, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Hewes

Second: Mr. Hancock

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

Action: Motion was carried unanimously.

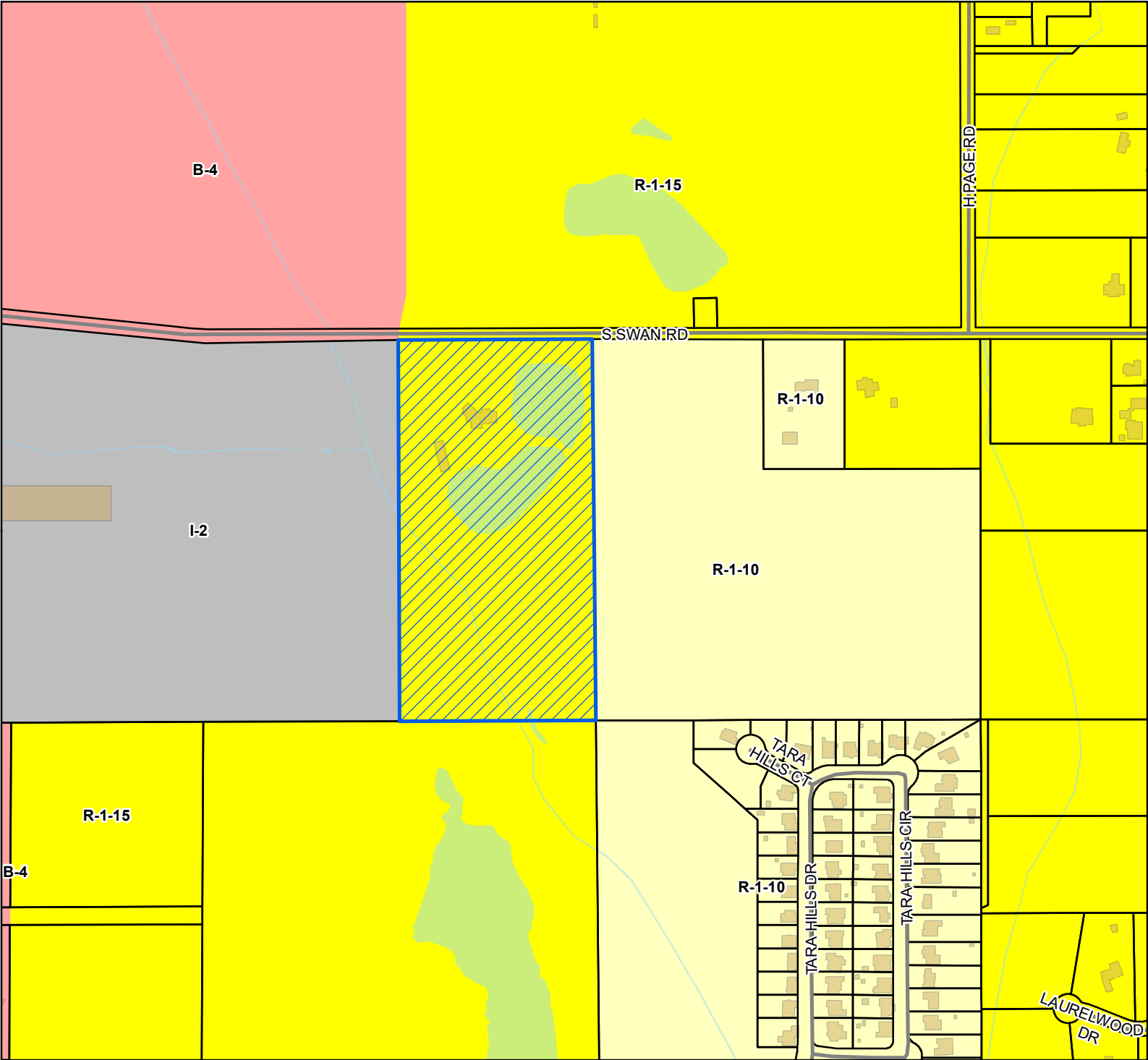
Speaking for the Petition:

1. Robert Heinrich

Speaking against the Petition: None

On November 17, 2022, the Planning Commission recommended approval of the above referenced case.

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



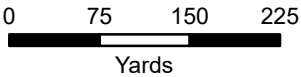
Legend

- Site
- Street
- Parcels
- Buildings
- Water Features

Zoning

- B-4 - Highway Business District
- I-2 - Heavy Industry District
- R-1-10 - Single Family Residence (Low Density)
- R-1-15 - Single Family Residence (Low Density)

Site Information
0807E-01-001.000
Zoning: R-1-15 (Single family)
Size: 20.19 acres
Flood: X



1 inch = 478 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.

\$185.00



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

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL #

0	8	0	7	E	-	0	1	-	0	0	1	●	0	0	0
					-			-				●			
					-			-				●			

For Staff Use Only
Case Number: 2211PC208
Date Received: 10-4-22
Receipt Number: _____
Received By: M.W
Zoning: R-1-15
Ward: 7 Flood: X
Size: 20.19 acres

(If necessary, use separate sheet of paper)

Address of Property Involved: 15361 S. Swan Rd.

Lot(s) _____, Block(s) _____, Subdivision _____

General Location: 2,500+/- Ft. East of Highway No. 49

GENERAL DESCRIPTION OF REQUEST:

The request is to subdivide the subject property into two parcels. Parcel A (13.72 Ac.) will be rezoned to I-2 and used for a commercial business. Parcel B (6.58+/- Ac.) will remain R-15 and as a residential home.

OWNERSHIP AND CERTIFICATION:

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

OWNER

Timothy James Daigle, Jr.

Printed Name of Owner

15361 S. Swan Rd.

Mailing Address

Gulfport MS 39503

City State Zip code

228-216-8075

Home Phone Work/Cell Phone

timd02@yahoo.com

Email

Signature of Owner

AGENT

Heinrich & Associates, LLC

Printed Name of Agent

1806 23rd Ave., Suite B

Mailing Address

Gulfport MS 39501

City State Zip code

228-896-6768

Home Phone Work/Cell Phone

bobby.h@heinrichassociates.net

Email

Signature of Agent

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



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

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

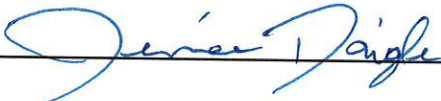
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NAME OF OWNER (PRINT) Jenee Michelle Daigle

ADDRESS (STREET, CITY, STATE, ZIP CODE) 15361 S. Swan Rd., Gulfport, MS, 39503

PHONE # (H) 228-216-8075 (W) _____

TAX PARCEL NUMBER(S) OWNED 0807E-01-001.000

SIGNATURE: 

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

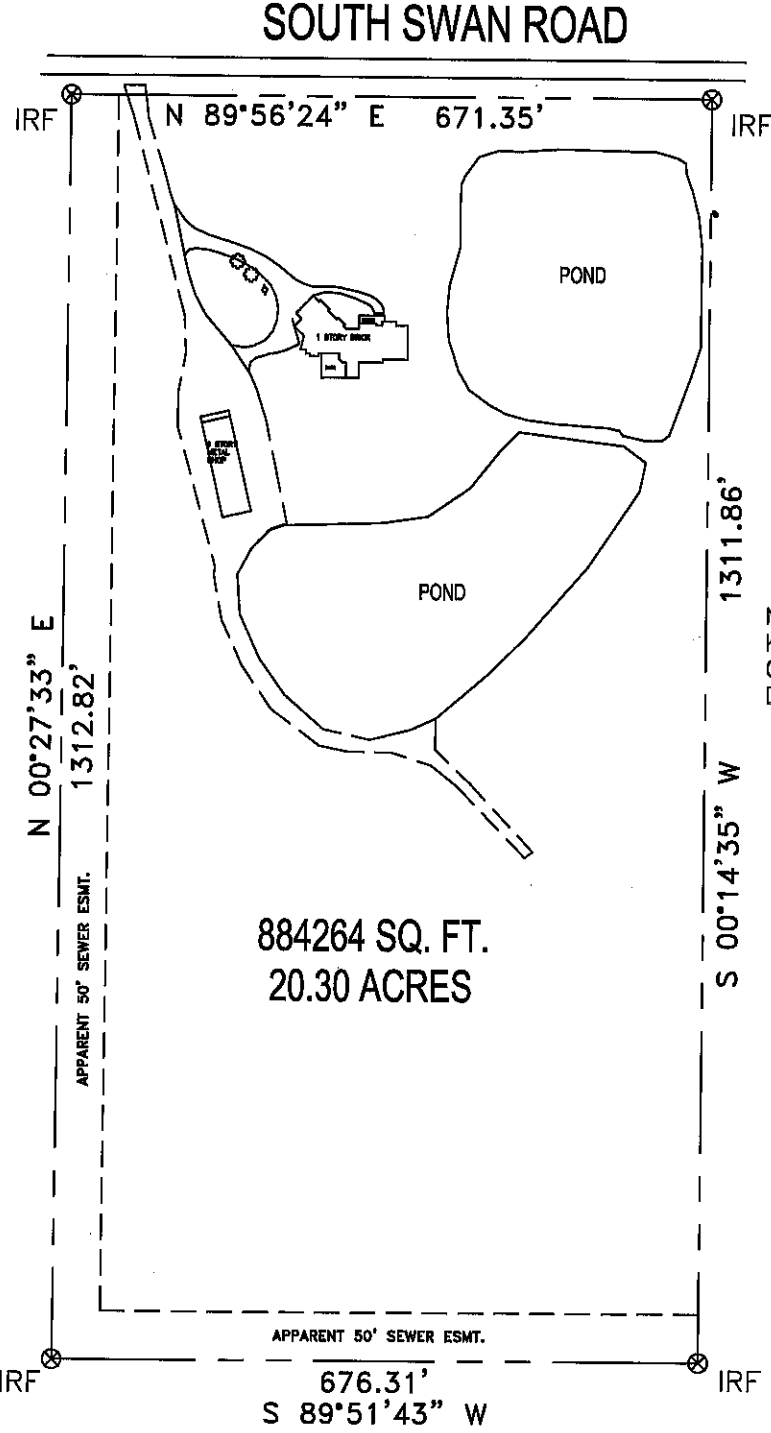
TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

(Use additional forms as needed)

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

CERTIFICATE OF RESUBDIVISION
RESUBDIVISION OF PARCEL
#0807E-01-001.000
SECTION 28, TOWNSHIP 6 SOUTH, RANGE 11 WEST



SCALE: 1"=200'
IRF 1/2" IRON ROD FOUND
IPF 3/4" IRON PIPE FOUND
IRS 1/2" IRON ROD SET

P=PLAT OF RECORD
M=MEASURED
D=DEED

REFERENCE:
SURVEY BY ERIC
MENHENNETT, P.L.S.
DATED 9/24/09

BUILDING
SETBACKS

FRONT 25'
SIDE 15'
REAR 15'

NOW OR FORMERLY
CBH PROPERTIES INC
0807E-01-002.000
DR 2013-2793-D-J1

NOW OR FORMERLY
KIRK LADNER
0807E-01-004.000
DR 2005-11344-D-J1

NOW OR FORMERLY
ROBERT GILCHRIST
0807E-01-011.000
DR 2017-324-D-J1

OVERALL LEGAL DESCRIPTION PRIOR TO RESUBDIVISION
(DR 2016-5179-D-J1)

The East 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 28,
Township 6 South, Range 11 West, City of Gulfport, First Judicial District of
Harrison County, Mississippi.

LESS AND EXCEPT

That part lying within South Swan Road.

This survey does not reflect a title search by Gary A. Durbin, P.L.S., nor should it
be considered as such.

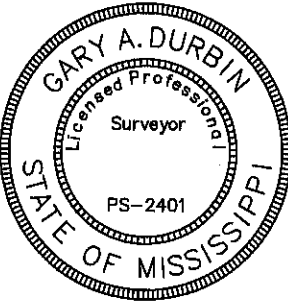
This is a Class "B" survey per "The Standards of Practice for Land Surveying in
the State of Mississippi".

Bearings based on GPS Observation of the south margin of South Swan Road, NAD
83, MS East Zone, convergence angle -0.130449, scale factor 0.999960.

This property is situated in Zone "X" per FEMA Flood Insurance Rate Map, City of
Gulfport, Harrison County, Mississippi, Community Panel Number 28047C-0255-H,
Revised: 6/16/09.

This is to CERTIFY that this plat or map and the
survey on which it is based were made by myself in
accordance with "The Standards of Practice for
Land Surveying in the State of Mississippi", and
that monuments shown exist as located and that
the dimensional and other data are correct to the
best of my knowledge and belief. This survey meets
the closure requirements as prescribed by law.

Gary A. Durbin, P.L.S. 2401
Class "B" Survey
February 8, 2022
Revised: June 17, 2022



SHEET 1 OF 3 10925A

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
13048 RIVERWALK CIRCLE, DIBERVILLE, MS. 39540
PH. (228) 365-3632 Teelokgd@aol.com

Building setbacks, required elevations, wetlands
determination, et cetera, to be prescribed by
appropriate governing bodies.

Re-subdivision of parcel subject to current subdivision
and zoning regulations. Consult appropriate planning and
zoning officials for complete information.

**CERTIFICATE OF RESUBDIVISION
RESUBDIVISION OF PARCEL
#0807E-01-001.000**

SECTION 28, TOWNSHIP 6 SOUTH, RANGE 11 WEST

LEGAL DESCRIPTION CREATED BY RESUBDIVISION
PARCEL "A" (PER SURVEY)

A parcel situated in the The East 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 28, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Beginning at an iron rod located at the Southeast corner of the East 1/2 of the NE 1/4 of the SW 1/4 of said Section 28, thence N 00°14'35" E 733.20 feet to an iron rod, thence N 89°45'25" W 370.80 feet to a point in the pond, thence N 23°17'51" W 627.60 feet to an iron rod on the South margin of South Swan Road, thence S 89°56'24" W 50.00 feet to an iron rod, thence S 00°27'33" W 1312.82 feet to an iron rod, thence N 89°51'43" E 676.31 feet to the Point of Beginning. Said parcel contains 597787 square feet or 13.72 acres. Bearings based on GPS Observation, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960 per survey by Gary A. Durbin, P.L.S. dated February 8, 2022.

LEGAL DESCRIPTION CREATED BY RESUBDIVISION
PARCEL "B" (PER SURVEY)

A parcel situated in the The East 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 28, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at an iron rod located at the Southeast corner of the East 1/2 of the NE 1/4 of the SW 1/4 of said Section 28, thence N 00°14'35" E 733.20 feet to an iron rod and the Point of Beginning, thence N 89°45'25" W 370.80 feet to a point in the pond, thence N 23°17'51" W 627.60 feet to an iron rod on the South margin of South Swan Road, thence N 89°56'24" E 621.35 feet to an iron rod, thence S 00°14'35" W 578.66 feet to the Point of Beginning. Said parcel contains 286478 square feet or 6.58 acres. Bearings based on GPS Observation, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960 per survey by Gary A. Durbin, P.L.S. dated February 8, 2022.

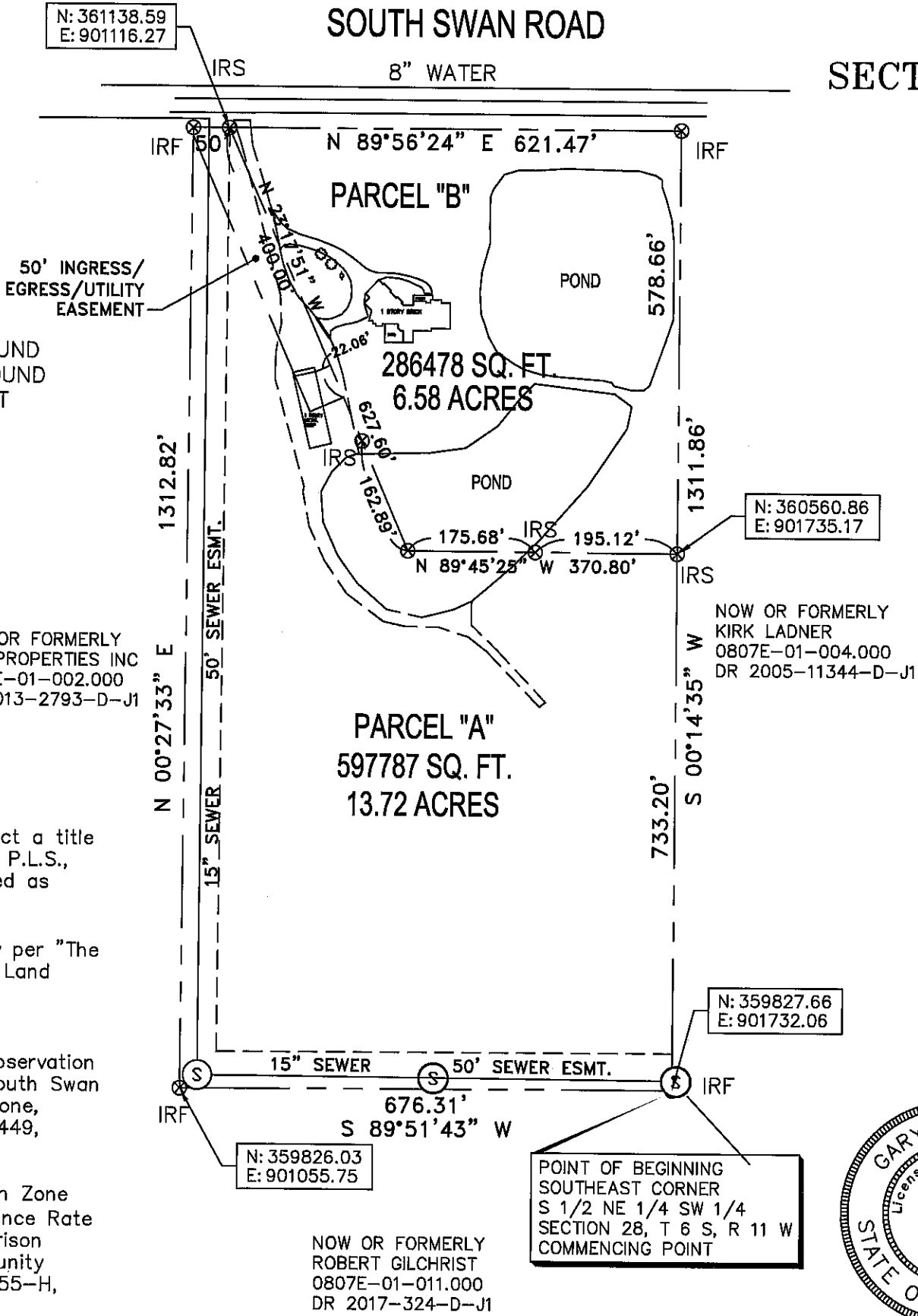
This is to CERTIFY that this plat or map and the survey on which it is based were made by myself in accordance with "The Standards of Practice for Land Surveying in the State of Mississippi", and that monuments shown exist as located and that the dimensional and other data are correct to the best of my knowledge and belief. This survey meets the closure requirements as prescribed by law.

Gary A. Durbin, P.L.S. 2401
Class "B" Survey
February 8, 2022
Revised: June 17, 2022



SHEET 2 OF 3 10925B

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
13048 RIVERWALK CIRCLE, DIBERVILLE, MS. 39540
PH. (228) 365-3632 Teelokgd@aol.com



SCALE: 1"=200'

IRF 1/2" IRON ROD FOUND
IPF 3/4" IRON PIPE FOUND
IRS 1/2" IRON ROD SET

P=PLAT OF RECORD
M=MEASURED
D=DEED

REFERENCE:
SURVEY BY ERIC
MENHENNETT, P.L.S.
DATED 9/24/09

BUILDING
SETBACKS

FRONT 25'
SIDE 15'
REAR 15'

This survey does not reflect a title search by Gary A. Durbin, P.L.S., nor should it be considered as such.

This is a Class "B" survey per "The Standards of Practice for Land Surveying in the State of Mississippi".

Bearings based on GPS Observation of the south margin of South Swan Road, NAD 83, MS East Zone, convergence angle -0.130449, scale factor 0.999960.

This property is situated in Zone "X" per FEMA Flood Insurance Rate Map, City of Gulfport, Harrison County, Mississippi, Community Panel Number 28047C-0255-H, Revised: 6/16/09.

CERTIFICATE OF RESUBDIVISION
RESUBDIVISION OF PARCEL
#0807E-01-001.000
SECTION 28, TOWNSHIP 6 SOUTH, RANGE 11 WEST

In accordance with Section 9-48 of the Code of Ordinance (Subdivision Regulations) of the City of Gulfport as amended, it is hereby certified that the Gulfport City Planning Commission Chairman and Gulfport City Council have reviewed and approved this Final Plat for the Resubdivision of Parcel #0807E-01-001.000 of land in Section 28, Township 6 South, Range 11 West in the City of Gulfport into Parcels A and B, City of Gulfport, First Judicial District of Harrison County, Mississippi. The subject property is generally described as being located at the South margin of South Swan Road. The ad valorem tax parcel number of the subject property is 0807E-01-001.000. The case file number is _____.

LEGAL DESCRIPTIONS OF
PARCEL PRIOR TO
RESUBDIVISION

SEE SHEET 1 OF 3

LEGAL DESCRIPTIONS OF
PARCEL CREATED BY THIS
RESUBDIVISION

SEE SHEET 2 OF 3

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

Ratified and Approved by:

Timothy James Daigle, Jr.
TIMOTHY JAMES DAIGLE, JR. - OWNER

Jenee Michelle Daigle
JENEE MICHELLE DAIGLE - OWNER

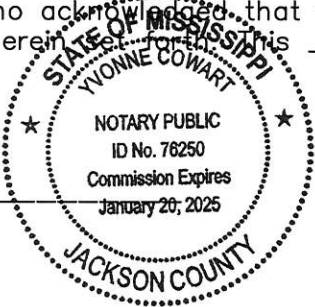
This 4TH day of Oct., 2022.

ACKNOWLEDGE

Before me, the undersigned, authorized in and for the State of Mississippi, County of Harrison, personally appeared the aforementioned TIMOTHY JAMES DAIGLE AND JENEE MICHELLE DAIGLE, who acknowledged that they accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth. This is 4TH day of October, 2022.

Yvonne Cowart
Notary Public

My Commission Expires: _____



PLANNING COMMISSION

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

Keith Williams, Chairman
Gulfport City Planning Commission

Gregory Holmes
Planning Division Administrator

APPROVAL

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

ATTEST: _____ ADOPT: _____
Brittany Rodgers, Clerk of Council F.B. "Rusty" Walker, IV, President

Clerk of Council

President

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

Billy Hewes, Mayor

SHEET 3 OF 3 10925C

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
13048 RIVERWALK CIRCLE, DIBERVILLE, MS. 39540
PH. (228) 365-3632 Teelokgd@aol.com



John 1st Judicial District
Instrument 2016 5179 D - J1
Filed/Recorded 7/27/2016 09:36 A
Total Fees \$ 12.00
2 Pages Recorded

Prepared by & Return To:
Schwartz, Orgler & Jordan, PLLC
P O Box 4682 Biloxi MS 39535
228-388-7441

INDEX: Parcel in the E1/2 of the NE1/4 of the
SW1/4 of Sec. 28-6-11

STATE OF MISSISSIPPI
COUNTY OF HARRISON

WARRANTY DEED

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

Suzanne M. Huber,

1 Povenir Place, Gulfport, MS 39507, (228) 861-0992

does hereby sell, convey and warrant unto

Timothy James Daigle, Jr. and wife, Jenee Michelle Daigle,

15605 S. Swan Road, Gulfport, MS 39503, (830) 734-2115,

as joint tenants with full rights of survivorship and not as tenants in common the following described land and property being located in the First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

2

The East One-Half (1/2) of the Northeast One-Fourth of the Southwest One-Fourth (NE1/4 of the SW1/4) of Section 28, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi. LESS AND EXCEPT that part now lying within South Swan Road.

Being the same property conveyed by Deed of Executor recorded as Instrument Number 2009 5275-D-J1, in the office of the Chancery Clerk of Harrison County, MS.

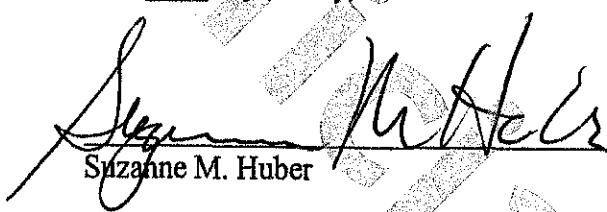
THE ABOVE DESCRIBED property is no part of the homestead of the grantor herein.

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

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

WITNESS MY SIGNATURE, on this the 21st day of July, 2016.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

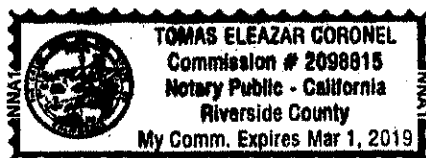

Suzanne M. Huber

STATE OF CA
COUNTY OF RIVERSIDE

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 21st day of July, 2016.

My Commission Expires: MARCH 1, 2019




NOTARY PUBLIC
State of California
County of Riverside } SS.

On 7/21 2016, before me, Tomas E. Coronel (Notary Public) personally appeared Suzanne M. Huber
Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/it executed the same in the capacity authorized on the face hereof, and that he/she/it acknowledged the contents of the instrument to be true and correct.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Tomas E. Coronel
Notary Public

Timothy James Daigle, Jr. and Jene Michelle Daigle
15361 S. Swan Rd.
Gulfport, MS 39503

October 3, 2022

City of Gulfport
Planning Department
1410 24th Ave.
Gulfport, MS 39501

RE: **Agent Letter for Timothy James Daigle, Jr. and Jene Michelle Daigle**
Tax Parcel No.: 0807E-01-001-000
15361 S. Swan Rd., Gulfport, Mississippi 39503

To Whom It May Concern:

Please allow this letter to serve as official notice that *Heinrich & Associates, LLC*, is authorized to act as agent on behalf of **Timothy James Daigle, Jr. and Jene Michelle Daigle** in any Planning Commission or City Council matters.

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

Sincerely,



Timothy James Daigle, Jr.



Jene Michelle Daigle



Notary

My Commission Expires 1/20/25



Timothy James Daigle, Jr. and Jene Michelle Daigle
15361 S. Swan Rd.
Gulfport, MS 39503

AFFIDAVIT

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERONALLY CAME AND APPEARED before me, the undersigned authority in and for the jurisdiction afrosaid, the within named Timothy James Daigle, Jr. and Jene Michelle Daigle who, after being by me forst duly sworn, stated the following:

1. That there are no restrictive covenants prohibiting the resubidivision of the property located on Parcel No. 0807E-01-001.000.

Respectfully submitted:

By: 
Timothy James Daigle, Jr.

By: 
Jene Michelle Daigle

SWORN AND SUBSCRIBED before me, this the 21st day of October 2022.

My Commission Expires:



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
DAIGLE SUBDIVISION
CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

This Declaration of Covenants, Conditions and Restrictions is made on the ___ day of _____, 2022, A.D., by Daigle Subdivision LLC, (hereinafter call "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in City of Gulfport, Mississippi, more particularly described on Exhibit "A" attached hereto; and

WHEREAS, Declarant desired to create and develop thereon a residential community with designated common areas for the benefit of the community, (hereinafter referred to as the "Property"); and

NOW, THEREFORE, Declarant; herby declares that all the properties described above shall be held, sold and conveyed subject to the platted subdivision and the following restrictions, covenants and conditions are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having and right, title or interest in the described properties or any par thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

1. Commercial: Lot 2 in Daigle Subdivision LLC as shown on the official map or plat thereof on file in the office of the Chancery Clerk of Harrison County, Mississippi, shall be known, used, and described as one story commercial lot.

2. MINIMUM SQUARE FOOTAGE: No minimum square footage.

3. LOT SIZE: No building shall be constructed in the subdivision on a less quantity of ground than the whole of one entire lot, as shown by the official plat of said subdivision.

4. SETBACKS: Setbacks shall be in compliance with the City zoning requirements.

5. CREATION, MEMBERSHIP AND VOTING RIGHT IN THE ASSOCIATION:

Declarant will as its discretion relinquish responsibility for maintenance of common area and cause to be formed a non-profit corporation called Daigle Subdivision LLC as hereafter set forth:

Section 1. Creation: All owners of records, as that term is herein defined, shall be a member of the Daigle Subdivision LLC (hereinafter "Association"). Said Association shall be governed by two (2) directors, who serve for a term of three (3) years, and who are elected by the owners of record. The Board of Directors shall perform the duties and responsibilities as set for herein, in addition to any other duties and owners which said Association members shall determine o as set for in the By Laws of the Association..

Section 2. Membership: The members of the Association shall be and consist of each and all of the following, to-wit:

(a) Every person who is, or who hereafter becomes, an owner of record of the fee title to a Lot. The expression "owner of record of the fee title to a Lot" shall include a contract seller of any such Lot, but shall not include any person who owns such title solely as security for the performance of an obligation of payment of a debt.

(b) The Association shall have two classes of voting membership:

other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, a monthly sum (herein elsewhere sometimes referred to as "assessments" or "carrying charges") equal to one-half (1/2) of the members proportionate share of the sum required but the Association as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to the following:

(i) The cost of all operating expenses of the common areas and including charges by the Association for services furnished by it;

(ii) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any;

(iii) The cost of general or comprehensive public liability insurance on the common areas and the cost of such other insurance as the Association may effect;

(iv) The cost of maintenance, replacing, repairing and landscaping the common areas of Montague Place without limitation.

(v) The cost of funding all reserves established by the Association, including, when appropriate a general operating reserve and/or a reserve for replacements.

The Board of Directors shall determine the amount of the assessment annually. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly, semi-annual basis rather than on the monthly basis hereinabove provided for. Any Class A member may prepay one or more installments of any annual assessment levied by the Association, without premium or penalty.

The Board of Directors of the Association shall make reasonable efforts to fix the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the lots and assessments applicable thereto which shall be kept in the office of the Secretary of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the members. The omission of the Board of Directors, before the expiration of any assessment period, to fix assessments hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No member may exempt himself from liability for assessments or carrying charges by a waiver of the use or enjoyment of any of the common areas or by abandonment of any lot belonging to him.

(c) Non-payment assessment: Any assessment levied pursuant to this Act of Dedication, or any installment thereof, which is not paid on the date when due shall be delinquent. The personal obligation of the member, to pay such assessment shall remain his personal obligation and a suit to recover a money judgment for nonpayment of any assessment levied pursuant to this Act of Dedication, or any installment thereof, may be maintained by the Association.

Any assessment levied pursuant to this Act of Dedication or any installment thereof, which is not paid within thirty (30) days after it is due, shall bear interest at the rate of eight percent (8%) per annum.

name, place and stead for the purpose of accomplishing a repair of reconstruction or the improvements in the event the owner fails or refuses to carry out any of the provisions contained herein. If insurance proceeds are insufficient to cover the cost of the reconstruction, the Association may pay the excess and the cost thereof shall become a part of the assessment to which lot is subject.

(b) Each owner shall be responsible at his own expense and cost for his own personal insurance on the contents of his own residence, carport, or parking space, including decorations, furnishings and personal property therein, and his personal property stored elsewhere on the property; and for his personal liability not covered by liability insurance for all owners obtained as a part of the common expense.

9. ANTENNAS: No television or other electronic receiving or transmitting device shall be located or placed in or upon any parcel with the exception of such devices as shall be fully contained and enclosed with a dwelling located upon a particular parcel. Without limiting the general provisions hereof, this provision is specifically intended to prohibit the installation of what are commonly referred to as "Satellite Dishes" and any shortwave or other transmitting devices which interfere with the television or other electronic receptions of the neighbors. Each property shall provide a screened area to serve as a service yard in which garbage receptacle, fuel tanks, or other similar storage receptacle, electric and gas meters, air conditioning equipment, clothes lines, and other unsightly objects must be placed or stored in order to conceal them from the view of the road and adjacent properties.

10. FENCES: No fences shall be erected in the subdivision without prior approval of the Architectural Review Committee.

11. PETS: No animals, livestock, poultry of any kind shall be raised, bred, kept, staked or pastured on any lot or in the common areas, except dogs, cats, birds, or other household pets, which shall be kept and maintained in accordance with the rules and regulations adopted from time to time by the Board of Directors. No pets are to be allowed to roam freely within the subdivision.

12. SIGNS: Except as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be maintained or permitted within the window, on the exterior of any window, or any portion of the property by anyone, including, but not limited to, the property owner, realtor, contractor, or subcontractor, without the express written permission of the Architectural Review Committee. The approval of any signs and posters without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the Architectural committee and may be arbitrarily withheld. If any such sign or advertising device is approved, it shall only contain one name, and/or one number, not exceeding one hundred twenty (120) square inches, and if for sale purposes, such sign shall not exceed six (6) feet in area, and shall be subject to the right of the Architectural Committee to restrict color and content.

13. VARIANCES: The undersigned Declarant reserves the right to make minor changes or alterations in these Restriction and Covenants and to waive minor violations of the same. No private or public nuisance may be created or maintained upon any of any said lots.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 2022.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

DRAFT

MISCELLANEOUS PAYMENT RECPT#: 11843250
CITY OF GULFPORT

GULFPORT, MS 39501

DATE: 10/04/22 TIME: 15:01:01
CLERK: jseferovi DEPT:
CUSTOMER#:

COMMENT:

CHG: PZD PLANNING AND ZO 185.00

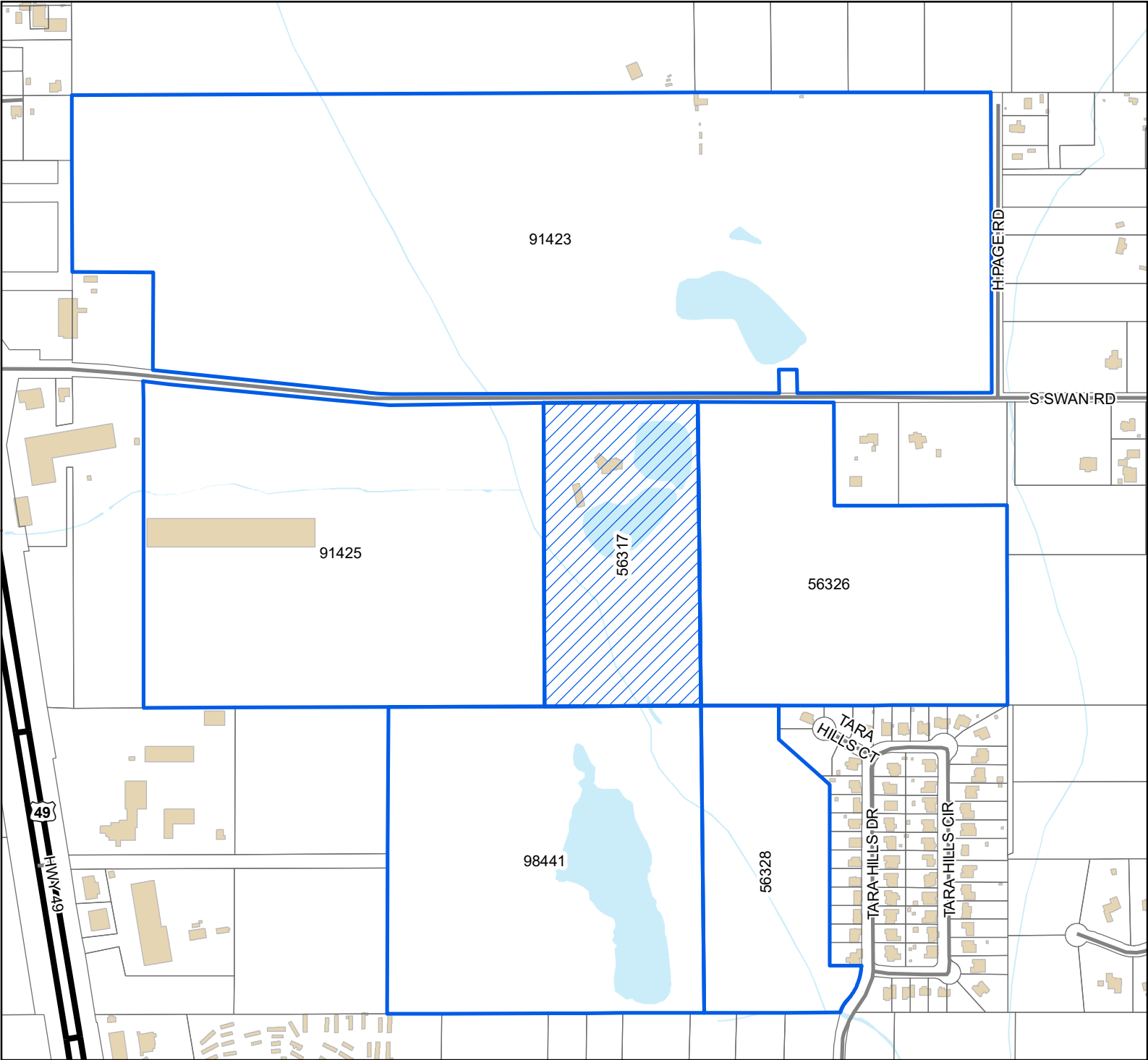
AMOUNT PAID: 185.00

PAID BY: HEINRICH & ASSOCIATE
PAYMENT METH: CHECK
 9272

REFERENCE:

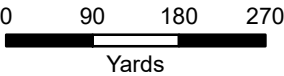
AMT TENDERED: 185.00
AMT APPLIED: 185.00
CHANGE: .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	56317	0807E-01-001.000	DAIGLE TIMOTHY JAMES JR & JENEE MIC	15361 S SWAN RD	GULFPORT	MS	39503
			HEINRICH & ASSOCIATES, LLC	1806 23RD AVE., SUITE B	GULFPORT	MS	39501
			Adjacent Property Owners (0807E-01-001.000)				
	56328	0807F-01-005.000	BENEFIELD JONATHAN BLAKE	11080 BAYOU BERNARD	GULFPORT	MS	39503
	91425	0807E-01-002.000	CBH PROPERTIES LLC	C/O KEITH HUBER CORP	GULFPORT	MS	39505
	91423	0807D-01-001.000	DAY DRUG CO INC	P O BOX 247	GULFPORT	MS	39502
	98441	0807E-01-011.000	GILCHRIST ROBERT A ETAL C/O T L JAMES &	P O BOX 1260	RUSTON	LA	71273
	56326	0807F-01-004.000	LADNER KIRK L	18226 HIGHWAY 53	GULFPORT	MS	39503



Legend

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



1 inch = 600 feet



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

RE: Resubdivision 2211PC208, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, November 17, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Planning Commission for **Thursday, November 17, 2022**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

THANK YOU for your legal submission!

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

ORDER DETAILS

Order Number:
IPL0096113

Order Status:
Submitted

Classification:
Legals & Public Notices

Package:
BLX - Legal Ads

Final Cost:
81.72

Payment Type:
Account Billed

User ID:
IPL0024925

ACCOUNT INFORMATION

GULFPORT URBAN DEVELOPMENT IP
PO BOX 1780
GULFPORT, MS 39502
228-868-5705
AccountsPayable@gulfport-ms.gov
GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT

Date
October 27, 2022 11:41:15 AM EDT

Amount:
81.72

SCHEDULE FOR AD NUMBER IPL00961130

November 2, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00961130**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, November 17, 2022 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2211PC194, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests for outdoor entertainment venue, 942 1/2 Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

Zoning Map Amendment 2211PC195, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 942 1/2 Beach Blvd, Ward 2

Planning Commission Approval 2211PC196, by owner Jermille Johnson, tax parcel 0810B-03-099.000, Requests mobile home use, W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

Zoning Map Amendment 2211PC198, by agent Jorge Vargas, tax parcel 1007M-01-038.000, Requests to rezone from R-B (Residence-business) to R-E (Residence estate), 13062 Sheldon St, Zoned R-B (Residence-business), Ward 6

Planning Commission Approval 2211PC199, by agent Terrell Roddy, tax parcel 0808D-04-004.000, Requests to allow a medical dispensary use, 12407 HWY 49 N, Zoned B-4 (Highway business), Ward 7

Special Exception 2211SE200, by agent Adeeb Botros, tax parcel 0810C-03-059.000, Requests liquor store use, 8304 HWY 49 B, Zoned B-4 (Highway business), Ward 3

Planning Commission Approval 2211PC201, by owners Barry & Theresa Weyland, tax parcel 1010E-03-007.015, Request home occupation for real estate office, 927 Old Towne St, Zoned T3 (Sub-Urban Zone), Ward 4

Zoning Map Amendment 2211PC202, by agent Joyce Unsworth, tax parcel 0710O-02-102.002, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4809 29th St, Zoned B-1 (Neighborhood business), Ward 1

Planning Commission Approval 2211PC203, by agent Doug Hanson, tax parcel 0811G-03-033.000, Request home occupation for mobile windshield repair business, 1632 2nd St, Zoned T4L (General Urban Zone "Limited"), Ward 2

Appeals 2211PC204, by owners 3112 Pass Rd LLC & Ronald Fremin II, tax parcel 0811D-04-009.000, Requests metal exterior on facility, 3112 Pass Road, Zoned I-1 (Light Industry), Ward 1

Planning Commission Approval 2211PC205, by owners Yolanda & Marcus Stubbs, tax parcel 0908J-01-036.000, Requests home occupation for mobile notary use, 20 Joanna Lane, R-1-10 (Single-family) Ward 6

Zoning Map Amendment 2211PC206, by owners Incia Hernandez & Wilson Martinez, tax parcel 0910N-01-018.001, Request to rezone from B-2 (General Business) to R-B (Residence Business), 3205 F Ave, Zoned B-2 (General Business), Ward 4

Zoning Map Amendment 2211PC207, by agent J. William Williams, tax parcels 0708P-01-004.007 & 0708P-01-006.000, Requests to rezone from R-1-15 (Single-family) to B-2 (General business), 11261 Old Highway 49, Zoned R-1-15 (Single-family), Ward 7

Resubdivision 2211PC208, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2211PC209, by agent Robert Reimann, tax parcel 0809B-03-017.000, Requests to rezone from I-2 (Heavy Industry) to R-3 (General residence), River Ten Rd & Klein Rd, Zoned I-2 (Heavy Industry), Ward 7

Planning Commission Approval 2211PC210, by agent Addison Bell,

Planning Commission Approval 2210PC190, by agent Addison Reimann, tax parcel 0809K-02-002.001, Request approval to allow a medical dispensary use, Creosote Rd, B-4 (Highway business), Ward 3

Final Plat 2211PC211, by agent Robert Reimann, tax parcels 0808O-02-016.000, 0808O-02-019.000, 0808O-02-015.000, Approval of Final Plat for 63-lot subdivision (Southern Breeze Subdivision) with 3 outparcels, Dedeaux Rd & Tanner Rd, Zoned R-1-5 (Single-family) & B-2 (General business), Ward 5

Planning Commission Approval 2210PC190, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive sales of less than 50 vehicles & automotive laundry use, 2601 15th Ave, Zoned B-2 (General business), Ward 3

This the 26th 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

2211PC208

TRANSCRIPT OF HEARING

November 17, 2022

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 17TH DAY OF NOVEMBER 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
B.J. SELLERS
CHARLIE HEWES
HAROLD SPANN
DOUG HANCOCK

NOT PRESENT:

TIMOTHY DAIGLE, JR.

STAFF PRESENT:

MATILDA WELCH
LORAIN HUGHES
LESLIE ERVIN
CORY LONG
KEVIN BROWN

1 1. Resubdivision 2211PC208

2 MS. WELCH: Resubdivision Case Number 208 has
3 been duly and timely noticed as required by law. The
4 applicant requests to divide into two new parcels 15361
5 South Swan Road, zoned R-1-15 single family, Ward 7. A copy
6 of the packet Exhibit A considered is hereby offered to the
7 record.

8 MR. WILLIAMS: All right. Thank you.

9 MR. DAIGLE: Mr. Chairman, I need to recuse
10 myself from this case, please.

11 (Mr. Daigle leaves room.)

12 MR. WILLIAMS: Let the record show that Tim
13 has recused himself from this case and will recuse himself
14 from the meeting. We're not going to make him come back for
15 the final one. And we'll make note that the chairman will
16 vote so that there will be a quorum.

17 All right. Mr. Heinrich.

18 MR. HEINRICH: Bobby Heinrich, 1806 23rd
19 Avenue, Gulfport. Yes, y'all have seen this before. So
20 kind of give you a little bit of history.

21 So when we made application, we did the
22 resubdivision and the rezone at the same time. So we --
23 y'all approved both. We go to Council. The zoning got
24 kicked back down to planning commission for some reason.
25 There was a question about something. One of the

1 commissioners wanted -- or councilmen wanted to go
2 investigate something.

3 So going back down to the planning
4 commission, you know, it's a month, and then another month
5 went by. Well, in my mind, I was thinking both projects
6 were side by side. But there's a time limit that you have
7 to get the resubdivision plat signed by everything.

8 So my office missed an email or something.
9 Anyway, the plat did not get signed. And so the time limit
10 was up. So I had to reapply for the resubdivision. So just
11 to kind of explain that.

12 So I'm here to answer any questions. It's
13 the same thing y'all have already approved. I just need to
14 go back through the steps to get it in the courthouse.

15 MR. WILLIAMS: All right. Everybody
16 understand that one?

17 MR. HEINRICH: I hope I explained that right.
18 It's kind of embarrassing, especially when it was for a
19 planning commissioner. But anyway, we got it right now.

20 MR. WILLIAMS: Any questions?

21 All right. Thank you. Appreciate it.

22 MR. HEINRICH: All right. Thank you.

23 MR. WILLIAMS: Anyone else here to speak for
24 this or against it or have questions?

25 All right. Commissioners, you've heard the

1 explanation and had a chance to review the package. Any
2 questions, comments, or a motion.

3 MR. HEWES: Mr. Chair, I move we approve Case
4 2211PC208.

5 MR. WILLIAMS: Do I have a second?

6 MR. SELLERS: Second.

7 MR. WILLIAMS: Got a motion and a second to
8 approve. Any further discussion? If not, all those in
9 favor signify by saying aye. Any opposed?

10 All right, Bobby. Thank you. Appreciate it.

11 MR. HEINRICH: Thanks again.

12 (Unanimous vote.)

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1 BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2
3 2211PC208
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5

6 COURT REPORTER'S CERTIFICATE
7

8 I, Norma Jean Ladner Soroë, Certified Shorthand
9 Reporter, do hereby certify that to the best of my skill and
10 ability I have reported the hearing held before the City of
11 Gulfport Planning Commission and that the foregoing 4 pages
12 constitute a true and correct transcription of said hearing
13 held on the 17th day of November 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 30th 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 20, 2022

Re: Final Plat - approval of a 3-lot subdivision (The Huntington Phase 4) on tax parcels zoned R-1-15 (Single-family) - located at Three Rivers Road - Case # 2209PC160 - Ward 7.

Final Plat 2209PC160, by owners Necaise Land L.P. & Dennis Stieffel, tax parcels 0807I-01-001.052 & 0807I-01-001.053, Approval of Final Plat for 3-lot subdivision (The Huntington Phase 4), Three Rivers Rd, Zoned R-1-15, (Single-family), Ward 7

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Cory Long, Planning Administrator
Urban Development Department

Date: December 9, 2022

Re: Final Plat 2209PC160, by owners Necaise Land L.P. & Dennis Stieffel, tax parcels 0807I-01-001.052 & 0807I-01-001.053, Approval of Final Plat for 3-lot subdivision (The Huntington Phase 4), Three Rivers Rd, Zoned R-1-15, (Single-family), Ward 7

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Daigle

Second: Mrs. Adolph

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

Action: Motion was carried unanimously.

Speaking for the Petition:

1. Dennis Stieffel

Speaking against the Petition: None

On September 22, 2022, the Planning Commission recommended approval of the above referenced case.

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

Technical Report
Final Plat
(The Huntington Phase IV)

GENERAL INFORMATION

Case File Number: 2209PC160

Hearing Date: September 22, 2022

Current Zoning/Use: R-1-15 / Vacant Property

Legal: Final Plat 2209PC160, by owners Necaise Land L.P. & Dennis Stieffel, tax parcels 0807I-01-001.052 & 0807I-01-001.053, Approval of Final Plat for 3-lot subdivision (The Huntington Phase 4), Three Rivers Rd, Zoned R-1-15, (Single-family), Ward 7

TECHNICAL DETAILS

The applicant requests approval of a Final Plat to create a 3-lot subdivision named The Huntington Phase Four, which is a combination of and buffer strip of the outparcel from The Huntington Phase One subdivision. This new subdivision is a continuation of The Huntington residential development.

Regulations state that the minimum property size for new single-family home in this zoning district is 15,000 square feet with a front yard setback of 25 feet and a side and rear yard setback of 15 feet; these are not properly indicated on the application plat. The proposed properties range from 23,951 to 54,394 square feet.

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. There are no statements about the covenants as required by ordinance and application.

EXECUTIVE SUMMARY

This application has several issues and may achieve better results through an urban development-design review meeting. Nevertheless, a key component of this review is the buffer strip of land (parcel 0807I-01-001.053) that is consumed by this application. The comprehensive plan indicates that Three Rivers Road was designated to become a Major Thoroughfare and by subdivision regulations is required to have a larger right-of-way. The purpose of these buffer strips is to allow for the City to purchase these when the funding is in place and not have to acquire and demolish a home to expand roadways. Review of the plat would put a proposed building 5 feet into the previously planned and provided buffer.

Any approval should consider these conditions:

1. That a 30-foot buffer be continued, even if as an easement, and the setbacks begin 25 feet after the buffer strip.
2. The planning commission grants a waiver on the maximum allowed width to depth ratio of 1:3.5 feet.

Technical Report
Final Plat
(The Huntington Phase IV)

3. Any protected trees need to be preserved and protected.

DEPARTMENTAL CONDITIONS

<u>Engineering:</u>	No conditions. Memo dated 09/12/2022.
<u>Public Works:</u>	No conditions. Memo dated 09/12/2022.
<u>Traffic and Safety:</u>	No comments as of 9/12/2022.
<u>Building Code Services:</u>	No conditions. Memo dated 09/12/2022.
<u>GIS:</u>	No conditions. Memo date 09/12/2022.
<u>Police Department:</u>	No conditions. Memo dated 09/07/2022.
<u>Fire Department:</u>	No conditions. Memo dated 09/08/2022.
<u>City Arborist:</u>	Any protected trees need to be preserved and protected. Memo dated 09/07/2022.

DIRECTOR APPROVAL

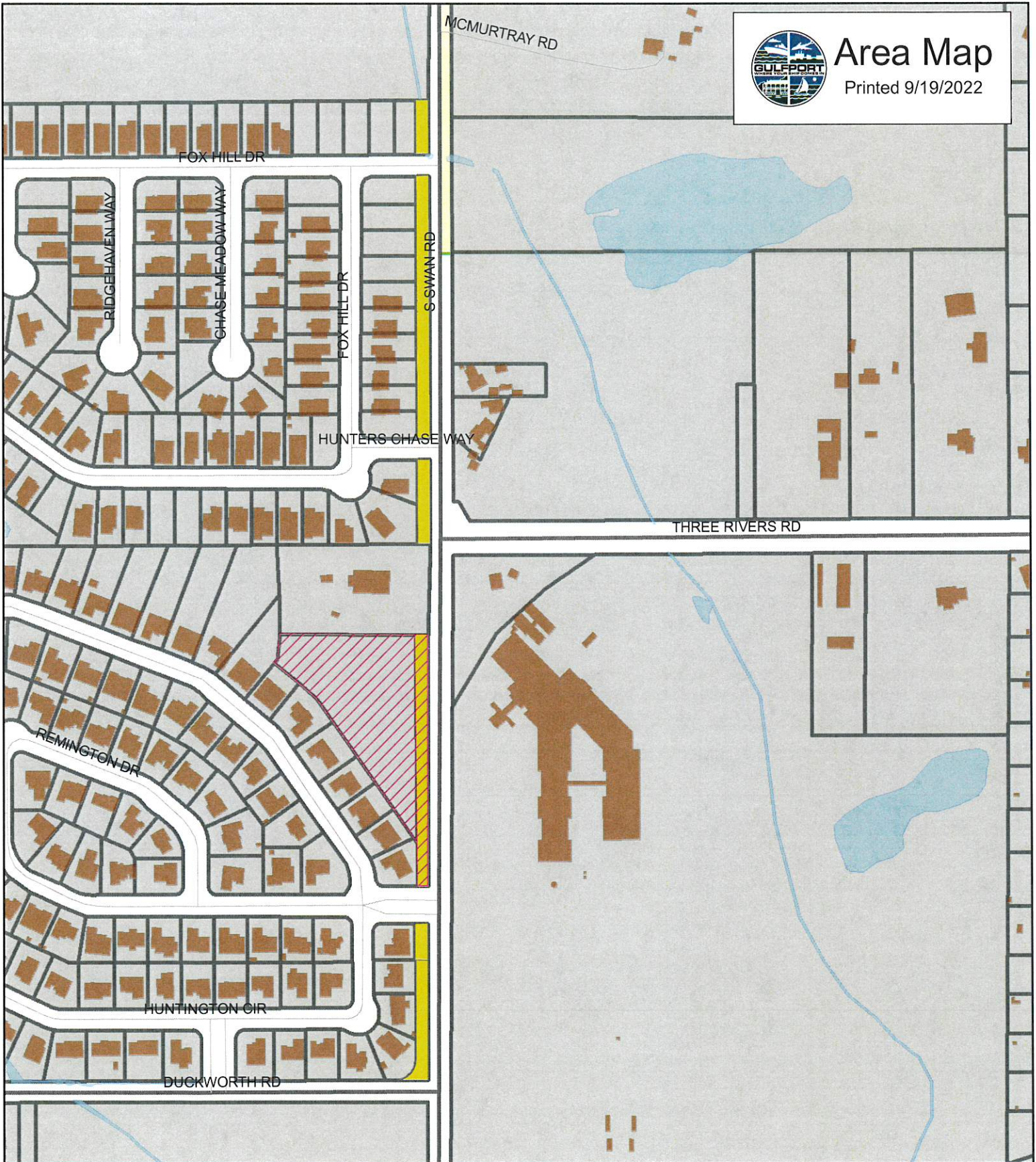
This report has been reviewed and approved by:

Greg Pietrangelo
Director of Urban Development Department

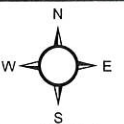


Area Map

Printed 9/19/2022

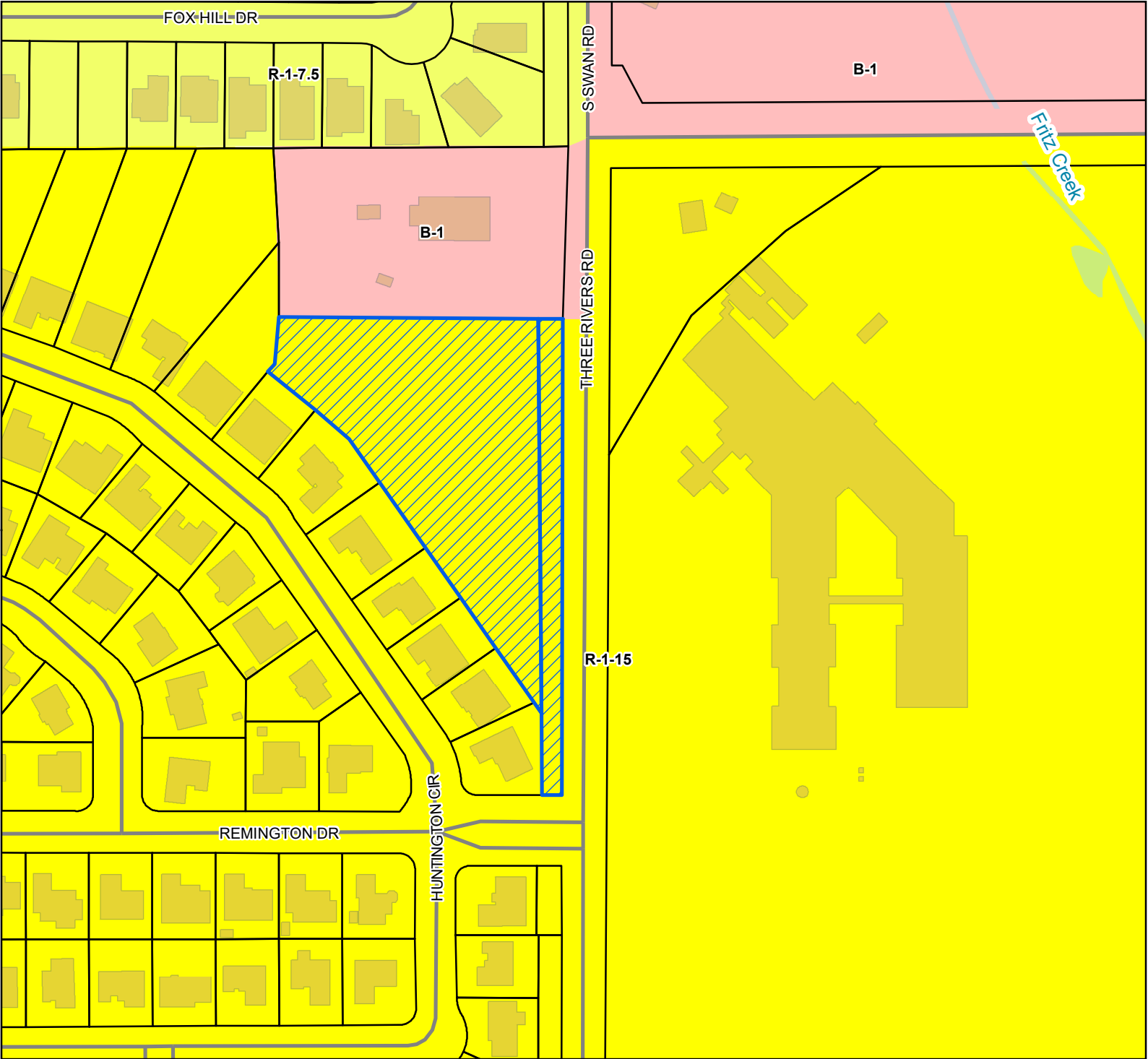


- Subject Properties
- Buffer Strips
- Parcels
- Collector
- Minor/Residential
- WaterFeatures



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

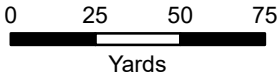
- Site
- Street
- Parcels
- Buildings
- Water Features

Zoning

- B-1 - Neighborhood Business District
- R-1-15 - Single Family Residence District (Low Density)
- R-1-7.5 - Single Family Residence District (Low Density)

Site Information

0807I-01001.052
0807I-01-001.053
Zoning: R-1-15 (Single-family Residence)
Size: 99,604 sqft.
Flood: X



1 inch = 170 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 #: 2209PC160Date Received: 07/25/2022

Receipt #: _____

Received By: _____

Zoning: _____

Ward: _____ Flood: _____

Size: _____

(If necessary, use separate sheet of paper)

TAX PARCEL #	0	8	0	7	1	-	0	1	-	0	0	1	●	0	5	2
	0	8	0	7	1	-	0	1	-	0	0	1	●	0	5	3
						-			-				●			

Address of Property Involved: Three Rivers Road just south of South Swan RoadLot(s) n/a, Block(s) n/a, Subdivision n/aGeneral Location: West side of Three Rivers Road just south of south end of South Swan Road**GENERAL DESCRIPTION OF REQUEST:**Subdivide 2.29 acres into 3 single-family residential lots.**OWNERSHIP AND CERTIFICATION:**

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

OWNER

Necaise Land LP

 Printed Name Of Owner
 2809 Pace Bend Road

 Mailing Address
 Spicewood TX 78669

 City State Zip code
 (228) 806-6902 (Cell)

 Home Phone Work/Cell Phone
 necaiselandlp@gmail.com

 Email
Cheryl Seay, GENERAL PARTNER

Signature Of Owner

Dennis Stieffel

 Printed Name Of Agent
 13061 Shriners Blvd., Suite C

 Mailing Address
 Biloxi MS 39532

 City State Zip code
 (228) 392-1638 (Office) (228) 860-8161 (Cell)

 Home Phone Work/Cell Phone
 dennis@dsaeng.net

 Email
Dennis Stieffel

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) NECAISE LAND, LP

ADDRESS (STREET, CITY, STATE, ZIP CODE) 2809 PACE BEND RD. S, SPICEWOOD, TX, 78669

PHONE # (H) _____ (W) 228-806-6902

TAX PARCEL NUMBER(S) OWNED 08071-01-001.052, 08071-01-001.053

SIGNATURE: Cheryl Seay, GENERAL PARTNER

NAME OF OWNER (PRINT) DENNIS STIEFFEL

ADDRESS (STREET, CITY, STATE, ZIP CODE) 13061 SHRINERS BLVD, STE C, BILOXI, MS 39532

PHONE # (H) 228-860-8161 (CELL) (W) 228-392-1638 (OFFICE)

TAX PARCEL NUMBER(S) OWNED 08071-01-001.052, 08071-01-001.053

SIGNATURE: Dennis Stieffel

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: _____

AFFIDAVIT

Date: JULY 15, 2022

My legal name is CHERYL SEAY ("Affiant") and acknowledge I am:

- Age: 65
- Address: 2809 PACE BEND RD. S
- Residency: SPICEWOOD, TX 78669

Being duly sworn, hereby swear under oath that:

There are no restrictive or protective covenants prohibiting the resubdivision of the property
contained within Tax Parcels 0807I-01-001-052 & 0807I-01-001.053.

Under penalty of perjury, I hereby declare and affirm that the above-mentioned statement is, to the best of my knowledge, true and correct.

Affiant's Signature: Cheryl Seay Date: 7-15-22

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

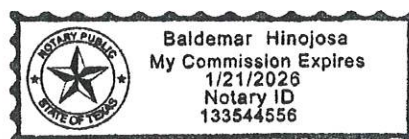
State of TEXAS
County of WILLIAMSON

On JULY 15, 2022 before me, BALDEMAR HINOJOSA, personally appeared CHERYL SEAY who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of TEXAS that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Baldemar Hinojosa (Seal)



RESOLUTION OF LIMITED PARTNERSHIP

(CERTIFIED COPY)

I hereby certify that Cheryl E. Seay is General Partner of Necaise Land, Limited Partnership, a Mississippi Limited Partnership; that the following is a true and correct copy of resolutions in accordance with the terms of the Partnership.

Be it resolved that Cheryl E. Seay is empowered, instructed and directed to act for and on behalf of Necaise Land, Limited Partnership, in signing any and all documents necessary for the application for Resubdivision of Harrison County parcels 08071-01-001.052 and 08071-01-001.053.

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the resolution of the General Partner of Necaise Land, Limited Partnership, a Mississippi Partnership, and the same has not been revoked or rescinded.

In witness whereof, I have hereunto affixed my name on the 9TH OF JULY, 2022.

Cheryl E. Seay

Cheryl E. Seay, General Partner

Necaise Land, Limited Partnership

A Mississippi Partnership

STATE OF Texas

COUNTY OF TRAVIS

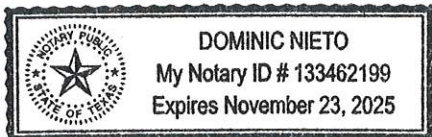
THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority, the undersigned authority in the jurisdiction aforesaid, CHERYL E. SEAY, who acknowledges that she is GENERAL PARTNER of NECAISE LAND, LIMITED PARTNERSHIP, a Mississippi partnership, and as it's act and deed, she signed, sealed, and delivered the above and foregoing instrument of writing on the day and of the year therein mentioned after having been first duly authorized to do so.

GIVEN under my hand and official seal on this the 9th day of July, 2022.

Dominic Nieto

NOTARY PUBLIC

(SEAL)



My Commission Expires: Nov 23, 2025

4

RESOLUTION OF CORPORATE BOARD

(Certified Copy)

I HEREBY CERTIFY that I am the duly elected and qualified Secretary, of HUNTINGTON, INC., a Mississippi Corporation, and the keeper of the records and corporate seal of said corporation; that the following is a true and correct copy of resolutions duly adopted at a meeting of the Board of Directors thereof held in accordance with its by-laws at its offices at which a quorum was present and voting and that the same has not been repealed or amended and remains in full force and effect and does not conflict with any rules of the Corporation.

BE IT RESOLVED, that Dennis Stieffel, President of Huntington, Inc., is hereby authorized, empowered, instructed and directed to act for and on behalf of said Corporation in signing any and all documents necessary for the transfer of the property, more fully described in Exhibit "A" attached hereto and by this reference made a part hereof to Dennis Stieffel and Necaie Land, L.P.

There being no further business, on motion duly made and seconded, the meeting was declared adjourned.

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the resolution of the Board of Directors of HUNTINGTON, INC., a Mississippi Corporation, adopted at a meeting held at its domicile at which a quorum was present and voting, and the same has not been revoked or rescinded.

IN WITNESS WHEREOF, I have hereunto affixed my name on the 9th day of March, 2005.

HUNTINGTON, INC., a Mississippi Corporation

By: Cheryl E. Seay
Cheryl E. Seay, Secretary

-----[Space Above This Line For Recording Data]-----

State of Mississippi

County of Harrison

WARRANTY DEED

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **Huntington, Inc., A Mississippi Corporation**, herein represented by **Dennis Stieffel, President**, does hereby sell, convey and warrant unto **Necaise Land, L.P. and Dennis Stieffel, as tenants in common**, the following described land and property situated in Harrison County, Mississippi, to wit:

SEE ATTACHED EXHIBIT "A"

Together with all and singular the rights, privileges, improvements and appurtenances to the same belonging or in any wise appertaining.

This conveyance is made subject to any and all reservations, restrictions, easements, exceptions, covenants and conditions of record, including any mineral, oil or gas reservations and any covenants or restrictions of record.

If bounded by water, the warranty granted herein shall not extend to any part of the above described property which is tideland or coastal wetlands as defined in the Mississippi Coastal Wetlands Protection Act and this conveyance includes any natural accretion and is subject to any erosion due to the action of the elements.

The Grantors herein certify that the property herein above conveyed forms no part of the homestead of said Grantors.



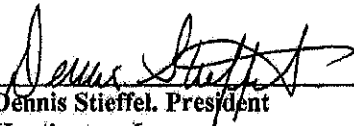
[Signature]
1st Judicial District
Instrument 2005 13107 D -J1
Filed/Recorded 3 9 2005 3 P
Total Fees 12.00
5 Pages Recorded

NO TITLE EXAM PERFORMED

2

It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis, and that when said taxes are actually determined, if the proration as of this date is incorrect, the parties herein agree to pay on a basis of an actual proration. All subsequent years taxes are specifically assumed by Grantees herein.

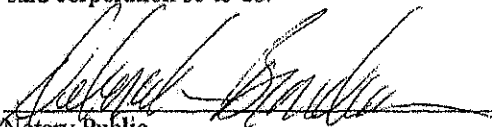
WITNESS my signature this the 9th day of March, 2005.


Dennis Stieffel, President
Huntington, Inc.

State of Mississippi

County of Harrison

Personally came and appeared before me, the undersigned authority in and for the aforesaid County and State on this the 9th day of March, 2005, within my jurisdiction, the within named **Dennis Stieffel**, who acknowledged that he is the President of **Huntington, Inc.**, a Mississippi Corporation, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.


Notary Public
My Commission Expires:

Address of Grantor:
4056 Greenland Street
Bay St. Louis, MS 39520
(228) 476-3369

Address of Grantees:

Necaise Land, L.P.
4056 Greenland Street
Bay St. Louis, MS 39520
(228) 476-3369

Dennis Steiffel
13061 Highway 67, Suite B
Biloxi, MS 39532
(228) 396-1510



NO TITLE EXAM PERFORMED

5

Exhibit "A"

The following is details of two tracts of land known as:

- Huntington Out Parcel with a tax parcel number of 0807I-01-001.052 and
- Huntington Buffer Zone with a tax parcel number of 0807I-01-001.053.

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 11 WEST, AND IN THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 35, TOWNSHIP 6 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at a concrete monument at the point of intersection of the North margin of Duckworth Road with the West margin of Three Rivers Road; Thence along said West margin of Three Rivers Road, N00°06'25"E 443.01' to the point of beginning; Thence further along said West margin, N00°06'25"E 755.81' to an iron rod; Thence N89°39'49"W 348.00'; Thence S05°32'14"W 57.43'; Thence S39°49'43"W 21.15'; Thence N50°10'17"W 129.43'; Thence N35°04'51"W 411.96'; Thence S00°06'25"W 99.37'; Thence N89°53'35"W 30.00'; to the point of beginning, containing 2.472 acres.

PERMITS/INSP PAYMENT RECPT#: 11401850
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 07/26/22 TIME: 13:50
CLERK: cbrown DEPT:
CUSTOMER#: 0

COMMENT:

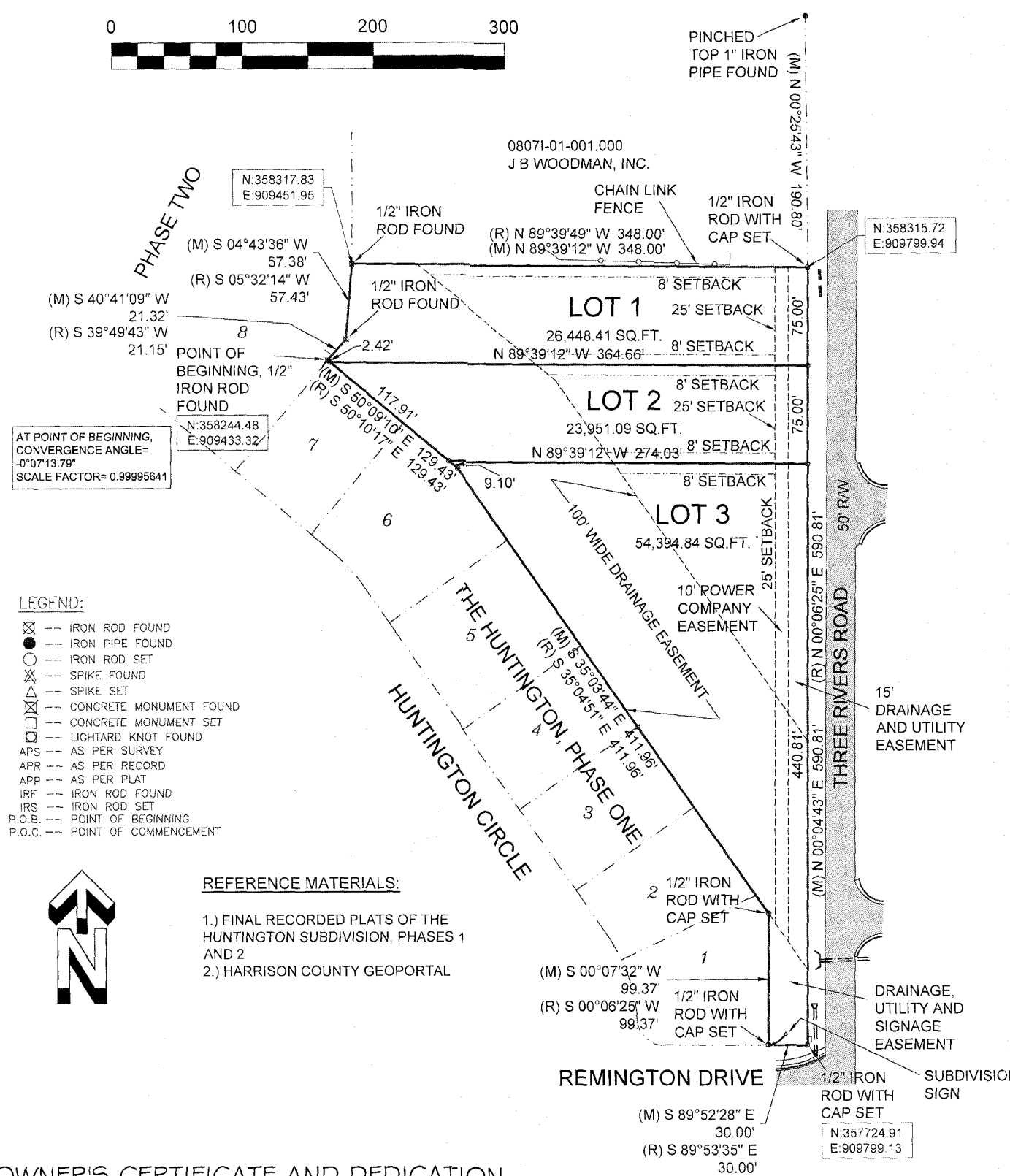
CHG: PZD PLANNING AND ZO 190.00

AMOUNT PAID: 190.00

PAID BY:
PAYMENT METH: CHECK
11232

REFERENCE:

AMT TENDERED: 190.00
AMT APPLIED: 190.00
CHANGE: .00



THE HUNTINGTON SUBDIVISION PHASE FOUR

BEING A RESUBDIVISION OF THE OUT PARCEL AND
THE ADJOINING 30 FEET WIDE BUFFER ZONE AS
PER PLAT OF THE HUNTINGTON, PHASE ONE, CITY
OF GULFPORT, FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI

NOTES:

- 1.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH DERIVED BY GPS OBSERVATION UTILIZING THE EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
- 2.) 1/2" X 18" IRON RODS WITH RED PLASTIC CAPS STAMPED "CROSBY 2539" SET AT ALL LOT CORNERS UNLESS NOTED AS FOUND MARKERS.
- 3.) SURVEY CLASS - "B"
- 4.) TOTAL LOTS - 3
- 5.) DATE OF FIELD SURVEY - APRIL 20, 2022

BEARING NOTE:

ALL BEARINGS AND DISTANCES SHOWN ON THIS PLAT ARE GRID AND ARE BASED ON THE MISSISSIPPI NAD 83 EAST ZONE STATE PLANE COORDINATE SYSTEM AND ARE DERIVED FROM A GLOBAL POSITIONING SYSTEM OBSERVATION UTILIZING THE EARL DUDLEY, INC. RTK NETWORK

FLOOD ZONE NOTE:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE "X" ACCORDING TO MAP NUMBER 28047C0255H, DATED DECEMBER 21, 2017.

ZONING INFORMATION:

THIS PARCEL OF LAND IS ZONED R-1-15. REFER TO CITY OF GULFPORT LAND DEVELOPMENT MUNICODÉ.

OVERALL DESCRIPTION

THE OUT PARCEL AND THE 30 FEET BUFFER ZONE ADJOINING THE EAST SIDE OF SAID OUT PARCEL AS PER THE RECORDED FINAL PLAT OF THE HUNTINGTON SUBDIVISION, PHASE ONE, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING SITUATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34 AND IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, ALL IN TOWNSHIP 6 SOUTH, RANGE 11 WEST.

CERTIFICATE OF APPROVAL AND ACCEPTANCE

THIS SUBDIVISION PLAT HAS BEEN SUBMITTED TO AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI BY ORDER DULY ADOPTED ON THE _____ DAY OF _____, 2022, AND ENTERED IN THE OFFICIAL MINUTES OF THE CITY OF GULFPORT IN MINUTE BOOK NO.: _____ PAGES _____

CITY OF GULFPORT

BY: BILLY HEWES, MAYOR DATE OF EXECUTION _____

BY: BRITTANY RODGERS DATE OF EXECUTION _____
CLERK OF COUNCIL

CERTIFICATE OF COMPARISON

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE HAVE COMPARED THIS DUPLICATE PLAT OF THE HUNTINGTON SUBDIVISION, PHASE FOUR WITH THE ORIGINAL PLAT HEREOF AND FIND THE SAME TO BE AN EXACT COPY THEREFORE

WITNESS OUR SIGNATURES ON THIS _____ DAY OF _____, 2022.

DEPUTY CLERK CLIFFORD A. CROSBY, P.L.S. NO. 2539

SURVEYOR'S CERTIFICATE

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

WITNESS MY SIGNATURE ON THIS _____ DAY OF _____, 2022.

CLIFFORD A. CROSBY, P.L.S. NO. 2539

PLANNING COMMISSION APPROVAL

THIS SUBDIVISION HAS BEEN SUBMITTED TO AND APPROVED BY THE GULFPORT CITY PLANNING COMMISSION ON THE _____ DAY OF _____, 2022.

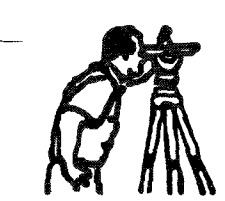
KEITH WILLIAMS, PLANNING COMMISSION CHAIRMAN

RECORDING CERTIFICATE

FILED AND RECORDED IN DUPLICATE ON THIS _____ DAY OF _____, 2022, IN THE RECORD OF PLATS OF HARRISON COUNTY, MISSISSIPPI IN PLAT BOOK _____, ON PAGE _____.

JOHN MCADAMS, CHANCERY CLERK

BY: _____ D.C.



CROSBY SURVEYING
PROFESSIONAL LAND SURVEYING
716 LIVE OAK DRIVE
BILOXI, MISSISSIPPI 39532
PHONE: 228-234-1649
FAX: 228-594-9427
EMAIL: cliffordcrosby@cableone.net

OWNER'S CERTIFICATE AND DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS ONE OF THE OWNERS OF RECORD OF THE LAND SHOWN ON THIS PLAT AND DECLARES THIS TO BE A CORRECT PLAT OF THE HUNTINGTON SUBDIVISION, PHASE FOUR AND THAT SAID OWNER HEREBY DEDICATES THE RIGHTS-OF-WAY, UTILITIES AND EASEMENTS UNTO THE CITY OF GULFPORT, HARRISON COUNTY FOR PUBLIC USE FOREVER.

WITNESS MY SIGNATURE ON THIS _____ DAY OF _____, 2022.

NECAISE LAND, LP BY IT'S PARTNER, CHERYL SEAY

BY: CHERYL SEAY
PARTNER

ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2022, within my jurisdiction, the within named Cheryl Seay, who acknowledged to me that she is partner of Necaise Land, LP, a limited partnership, and that for and on behalf of said partnership as partner of said limited partnership, and as the act and deed of said partnership as partner of said limited partnership, she executed and delivered the above and foregoing instrument, after first having been duly authorized by said partnership and said limited partnership so to do.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2022.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES: _____

OWNER'S CERTIFICATE AND DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS ONE OF THE OWNERS OF RECORD OF THE LAND SHOWN ON THIS PLAT AND DECLARES THIS TO BE A CORRECT PLAT OF THE HUNTINGTON SUBDIVISION, PHASE FOUR AND THAT SAID OWNER HEREBY DEDICATES THE RIGHTS-OF-WAY, UTILITIES AND EASEMENTS UNTO THE CITY OF GULFPORT, HARRISON COUNTY FOR PUBLIC USE FOREVER.

WITNESS MY SIGNATURE ON THIS _____ DAY OF _____, 2022.

BY: DENNIS STIEFFEL

ACKNOWLEDGMENT

STATE OF MISSISSIPPI, COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2022, within my jurisdiction, the within named Dennis Stieffel, an individual, who acknowledged to me that he executed and delivered the above and foregoing instrument, after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2022.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES: _____

CITY ENGINEER'S CERTIFICATE OF APPROVAL

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

THE CITY ENGINEER IS HEREBY GIVEN ON THIS _____ DAY OF _____, 2022.

WAYNE E. MILLER, P.E.
CITY ENGINEER

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	111723	0807I-01-001.053	NECAISE LAND LP (OWNER)	2809 PACE BEND ROAD S.	SPICEWOOD	TX	78669
	111722	0807I-01-001.052	NECAISE LAND LP (OWNER)	2809 PACE BEND ROAD S.	SPICEWOOD	TX	78669
			CHERYL SEAY (OWNER)	2809 PACE BEND ROAD S.	SPICEWOOD	TX	78669
			DENNIS STIEFFEL (OWNER)	13061 SHRINNERS BLVD., SUITE C	BILOXI	MS	39532
N			Adjacent Property Owners (2209PC160)				
	55334	0907L-01-004.000	ABERNATHY RAYLENE D HILL	205 E CHIPWOOD DR	GULFPORT	MS	39503
	111683	0807I-01-001.013	ACOSTA DANIEL & BARBARA E	14024 REMINGTON DR	GULFPORT	MS	39503
	135782	0807H-01-004.043	ADAMS HOMES LLC	100 W GARDEN ST	PENSACOLA	FL	32502
N	135791	0807H-01-004.052	ADAMS HOMES LLC	100 W GARDEN ST	PENSACOLA	FL	32502
	135848	0807H-01-004.109	ADKINS MAIDA	13720 RIDGEHAVEN WAY	GULFPORT	MS	39503
	120186	0807I-01-001.118	ADORE MARY M	13679 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	135794	0807H-01-004.055	ARIF ASAD & RAHAT ASAD	13712 FOX HILL DR	GULFPORT	MS	39503
	135790	0807H-01-004.051	ARMSTRONG ROBERT J	14005 FOX HILL DRIVE	GULFPORT	MS	39503
	55310	0907L-01-014.000	AZUCENA HUGO & GONZALEZ MARIA	102 CHIPWOOD DR	GULFPORT	MS	39503
	55319	0907L-01-028.000	BAGSIC FELINA L	302 ROBERT DALE RD	GULFPORT	MS	39501
	135851	0807H-01-004.112	BAILEY ALICE	13732 RIDGEHAVEN WAY	GULFPORT	MS	39502
	120165	0807I-01-001.097	BANE CLINT E III & DUNCAN	201 HIGHWAY 51 NORTH	BROOKHAVEN	MS	39601
	135812	0807H-01-004.073	BANKSTON JAMES M & ELIZABETH R	14016 FOX HILL DR	GULFPORT	MS	39503
	120171	0807I-01-001.103	BARICUATRO ISIDRO T JR & KARRENE M	13688 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	135850	0807H-01-004.111	BARNETT VINCENT & DIXON KELLY N	13728 RIDGEHAVEN WAY	GULFPORT	MS	39503
	55279	0907L-01-055.000	BARSEMA VIRGINIA GAIL	110 W CHIPWOOD DR	GULFPORT	MS	39503
	111690	0807I-01-001.020	BATES JEREMY J & DENISE	15059 REMINGTON DRIVE	GULFPORT	MS	39503
	111709	0807I-01-001.039	BEAMON LUERLEAN	14031 REMINGTON DR	GULFPORT	MS	39503
	55293	0907L-01-040.000	BEARD RALPH	121 CHIPWOOD DR	GULFPORT	MS	39503
	111676	0807I-01-001.006	BELL EULA MAE	13474 HUNTINGTON CIR	GULFPORT	MS	39503
	111719	0807I-01-001.049	BERGMAN TIMOTHY J & SUSAN S	15058 REMINGTON DRIVE	GULFPORT	MS	39503
	91436	0807I-01-009.000	BIAGINI DAVID & MARGARET E	13327 THREE RIVERS RD	GULFPORT	MS	39503
N	56673	0807I-01-008.000	BIAGINI DAVID & MARGARET E	13327 THREE RIVERS RD	GULFPORT	MS	39503
	111698	0807I-01-001.028	BIRD CHRIS BRYAN	14061 WINCHESTER LANE	GULFPORT	MS	39503
	120190	0807I-01-001.122	BLACK SHELDON A & MELISSA A	13659 HUNTINGTON CIR	GULFPORT	MS	39503
	55331	0907L-01-007.000	BLAKE BRENDA	209 E CHIPWOOD	GULFPORT	MS	39503
	55332	0907L-01-006.000	BLAKE BRENDA SUE	209 E CHIPWOOD	GULFPORT	MS	39503
	135810	0807H-01-004.071	BODIN EMILY N	13707 FOX HILL DRIVE	GULFPORT	MS	39503
	55283	0907L-01-051.000	BOLLMEYER CHERLY ANN	118 W CHIPWOOD DR	GULFPORT	MS	39503
	135754	0807H-01-004.015	BOOHER ADAM C & LEAH D	14138 FOX HILL DRIVE	GULFPORT	MS	39503
	135814	0807H-01-004.075	BOUTTE MESHAUN	P O BOX 4241	BILOXI	MS	39535

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	135756	0807H-01-004.017	BOYNICK MARY K	14130 FOX HILL DRIVE	GULFPORT	MS	39503
	111681	0807I-01-001.011	BRAZZLE FANTASIA SHAMEKIA	13473 HUNTINGTON CIR	GULFPORT	MS	39503
	120185	0807I-01-001.117	BROWN PATRICK C	13683 HUNTINGTON CIR	GULFPORT	MS	39503
	135792	0807H-01-004.053	BROWNEE LARICO A & ASHLEY L	13704 FOX HILL DR	GULFPORT	MS	39503
	135788	0807H-01-004.049	BYERS ROBERT S & JENNIFER H	14013 FOX HILL DR	GULFPORT	MS	39503
	120189	0807I-01-001.121	CAMERON SCOTT A & LINDSEY A PETTIS	13663 HUNTINGTON CIR	GULFPORT	MS	39503
	135858	0807H-01-004.119	CARPENTER LORI ANNE & KYLE A CHEKE	13723 CHASE MEADOW WAY	GULFPORT	MS	39503
	120174	0807I-01-001.106	CARTER MARY K	13700 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	135745	0807H-01-004.006	CARTER STEVEN	14176 FOX HILL DRIVE	GULFPORT	MS	39503
	55336	0907L-01-002.000	CARTWRIGHT JAMES R -L/E-	P O BOX 1303	BILOXI	MS	39533
	55300	0907L-01-022.000	CATHLEDGE JACK & CADE CHRISTINA	107 WEST CHIPWOOD DRIVE	GULFPORT	MS	39503
	111688	0807I-01-001.018	CHAMBLESS MICHAEL J & PAMELA	15071 REMINGTON DR	GULFPORT	MS	39503
	135785	0807H-01-004.046	CLARK EUGENE L & SUSANNE	2510 16TH ST	GULFPORT	MS	39501
	111720	0807I-01-001.050	CLEARY DESIRAE NICOLE LEE	15066 REMINGTON DR	GULFPORT	MS	39503
	111685	0807I-01-001.015	COOPER WILLIE II	14046 REMINGTON DR	GULFPORT	MS	39503
	135867	0807H-01-004.128	CORNISH JOHN K & ANNA KATE	13740 CHASE MEADOW WAY	GULFPORT	MS	39507
	111705	0807I-01-001.035	CRAWFORD ANGELA R	14061 REMINGTON DR	GULFPORT	MS	39503
	55287	0907L-01-047.000	CRAWFORD MICHAEL T & ROMONA H	126 W CHIPWOOD DR	GULFPORT	MS	39503
	56749	0907L-01-001.001	CREEL BARNEY M & CYNTHIADORA R	P O BOX 6825	GULFPORT	MS	39506
	111679	0807I-01-001.009	CROWN JARED & ASHLIE N	13489 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	111674	0807I-01-001.004	CRUZ ARMANDO & LILIANA	13458 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	120173	0807I-01-001.105	CUMMINGS GREGORY ALLEN & MARY JOY A	13696 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	135865	0807H-01-004.126	DARLINGTON VICKI L	13732 CHASE MEADOW WAY	GULFPORT	MS	39503
	111703	0807I-01-001.033	DAVIS LARRY TERRELL SR & THONISHA N	14077 REMINGTON DR	GULFPORT	MS	39503
	55321	0907L-01-027.000	DAVIS STEPHEN P	306 ROBERT DALE RD	GULFPORT	MS	39503
	135853	0807H-01-004.114	DAWSON CARRIE M	13740 RIDGEHAVEN WAY	GULFPORT	MS	39503
	111707	0807I-01-001.037	DEDEAUX HARMONY	14047 REMINGTON DR	GULFPORT	MS	39503
	55299	0907L-01-023.000	DESARIO COOPER	109 W CHIPWOOD DR	GULFPORT	MS	39503
	55295	0907L-01-038.000	DEUEL JUSTIN D & BIANCA S	315 ROBERT DALE DR	GULFPORT	MS	39503
	55311	0907L-01-013.000	DIAL RICHARD ALLAN -TRUSTEE-	104 CHIPWOOD CIR	GULFPORT	MS	39503
	88358	0907L-01-019.000	DIAL RICHARD ALLAN FAMILY TRUST	104 CHIPWOOD CIRCLE	GULFPORT	MS	39506
	135753	0807H-01-004.014	DIAZ ERICK & DELGADO KETSIA	14142 FOX HILL DR	GULFPORT	MS	39503
	111711	0807I-01-001.041	DIGGS DEDRICK	13720 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	111715	0807I-01-001.045	DORSEY KEVIN L & JERRELYN Y	14094 REMINGTON DR	GULFPORT	MS	39503
	135798	0807H-01-004.059	DSL D HOMES (GULF COAST) LLC	7660 PECUE LANE, STE 100	BATON ROUGE	LA	70809
N	135743	0807H-01-004.004	DSL D HOMES (GULF COAST) LLC	7660 PECUE LANE, STE 100	BATON ROUGE	LA	70809

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	135799	0807H-01-004.060	DSL D HOMES (GULF COAST) LLC	7660 PECUE LANE, STE 100	BATON ROUGE	LA	70809
N	135800	0807H-01-004.061	DSL D HOMES (GULF COAST) LLC	7660 PECUE LANE, STE 100	BATON ROUGE	LA	70809
N	135801	0807H-01-004.062	DSL D HOMES (GULF COAST) LLC	7660 PECUE LANE, STE 100	BATON ROUGE	LA	70809
N	135742	0807H-01-004.003	DSL D HOMES (GULF COAST) LLC	7660 PECUE LANE, STE 100	BATON ROUGE	LA	70809
N	135741	0807H-01-004.002	DSL D HOMES (GULF COAST) LLC	7660 PECUE LANE, STE 100	BATON ROUGE	LA	70809
N	135740	0807H-01-004.001	DSL D HOMES (GULF COAST) LLC	7660 PECUE LANE, STE 100	BATON ROUGE	LA	70809
	120176	0807I-01-001.108	DURETTE PATRICIA A & KENNIE JOSEPH	13708 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	55330	0907L-01-031.000	EASTES GENICE K	301 ROBERTDALE RD	GULFPORT	MS	39503
	55329	0907L-01-032.000	EDWARDS RACHEL L	303 ROBERT DALE RD	GULFPORT	MS	39503
	55324	0907L-01-037.000	EDWARDS ROBERT L & ANN MARIE	313 ROBERTDALE RD	GULFPORT	MS	39501
	116223	0807I-01-001.062	ELLINGTON-LEE DELROSE M	13552 HUNGTION CIRCLE	GULFPORT	MS	39503
	55309	0907L-01-015.000	ETHERIDGE ROGER E & ADINA	100 CHIPWOOD CIRCLE	GULFPORT	MS	39503
	88424	0907L-01-045.000	EVERETT JOHN N III	10379 RIVERROAD DR	GULFPORT	MS	39503
	135863	0807H-01-004.124	FAIRLEY NESCATERICA B	13724 CHASE MEADOW WAY	GULFPORT	MS	39503
	111714	0807I-01-001.044	FARVE SALISHA M & PAUL F SR	14082 REMINGTON DRIVE	GULFPORT	MS	39503
	56198	0907E-01-025.000	FELTON WILLIAM IRVIN	13647 THREE RIVERS RD	GULFPORT	MS	39503
	120163	0807I-01-001.095	FERGUSON DEBORAH D & ISIAH	13654 HUNTINGTON CIR	GULFPORT	MS	39503
	120169	0807I-01-001.101	FLOYD CATHY D	13680 HUNTINGTON CR	GULFPORT	MS	39503
	99865	0807I-01-006.001	FOTO NICK & CAROLYN -TRUSTEES-	2728 CHANNEL PLACE	BILOXI	MS	39531
	55325	0907L-01-036.000	FRAZIER JAMES D -L/E-	311 ROBERTDALE RD	GULFPORT	MS	39503
	135750	0807H-01-004.011	GATTON THERESE LYNN	14154 FOX HILL DRIVE	GULFPORT	MS	39503
	111692	0807I-01-001.022	GOMEZ BETTY F -L/E-	15041 REMINGTON DR	GULFPORT	MS	39503
	111717	0807I-01-001.047	GOMEZ CINDY & BRAY QUINTIN L	15020 REMINGTON DRIVE	GULFPORT	MS	39503
	120193	0807I-01-001.096	GREEN EDWARD C	13658 HUNTINGTON	GULFPORT	MS	39503
	55274	0907L-01-060.000	GREEN JAMES R & MARGARET I	100 W CHIPWOOD DR	GULFPORT	MS	39503
	135786	0807H-01-004.047	GREEN JULIA S	14021 FOX HILL DRIVE	GULFPORT	MS	39503
	120179	0807I-01-001.111	GULF COAST HOUSES LLC	7301 HWY 90 E	OCEAN SPRINGS	MS	39564
N	88364	0907L-01-025.000	GULFPORT CITY OF				0
N	135868	0807H-01-004.129	GULFPORT CITY OF				0
N	56304	0807H-01-004.000	GULFPORT CITY OF				0
	55315	0907L-01-009.000	HALEY BRION PAUL & TRACEY L	103 CHIPWOOD CIRCLE	GULFPORT	MS	39503
	55280	0907L-01-054.000	HAMILTON NATHAN T	112 W CHIPWOOD DR	GULFPORT	MS	39503
	88362	0907L-01-024.000	HAMMOND VILLA C & LANGSTON R-TRUSTE	111 W CHIPWOOD DR	GULFPORT	MS	39503
	120192	0807I-01-001.124	HANNA CHRISTINE MARIE	13639 HUNTINGTON CIRCLE	GULFPORT	MS	39503
N	88327	0907L-01-001.000	HARRISON CO SCHOOL BOARD				0
	55322	0907L-01-026.000	HARTLEY CASEY & ELAINA	308 ROBERT DALE DRIVE	GULFPORT	MS	39503

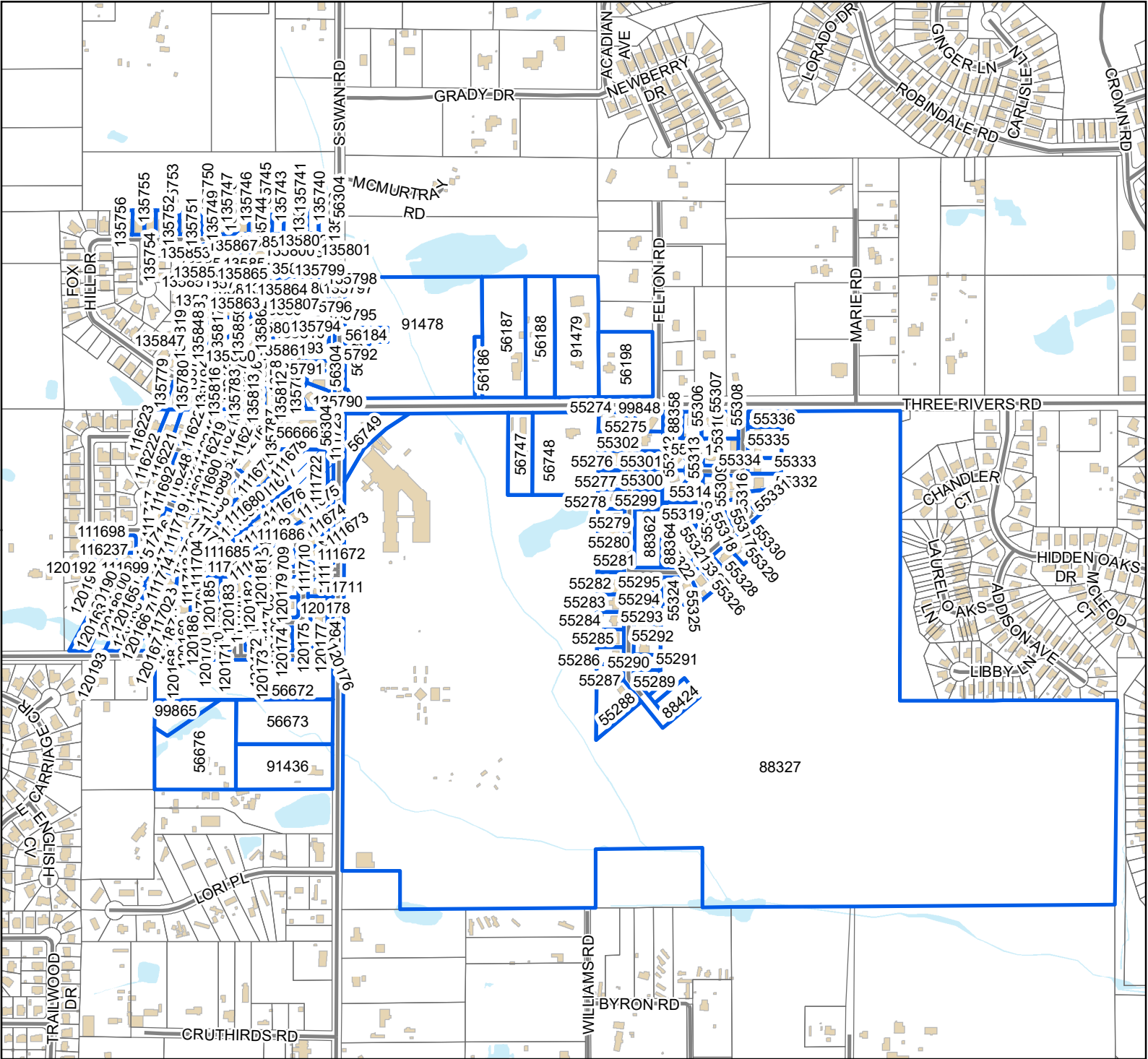
Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
55282	0907L-01-052.000		HARTLEY MARY ELIZABETH	308 ROBERTDALE DR	GULFPORT	MS	39503
55288	0907L-01-046.000		HARVEY KRISTY A	128 W CHIPWOOD DR	GULFPORT	MS	39503
135864	0807H-01-004.125		HAUER HENRY W	13728 CHASE MEADOW WAY	GULFPORT	MS	39503
135780	0807H-01-004.041		HAYES RANDY & BETTY J	14045 FOX HILL DR	GULFPORT	MS	39503
99848	0907L-01-019.001		HAYLES TERRY LEE	692 SHARP BLVD	GULFPORT	MS	39503
116251	0807I-01-001.090		HAYNES JANIS C	13505 HUNTINGTON CIRCLE	GULFPORT	MS	39503
120178	0807I-01-001.110		HEBERT STEPHEN L & JANE C	1046 HOLLIS RD	WESTLAKE	LA	70669
135806	0807H-01-004.067		HEFTY MAXMILIAN & SABRINA	13723 FOX HILL DR	GULFPORT	MS	39503
55291	0907L-01-042.000		HERMETZ DANIEL L	125 W CHIPWOOD DR	GULFPORT	MS	39503
111713	0807I-01-001.043		HIGH MICHAEL C & JILL B	14070 REMINGTON DR	GULFPORT	MS	39503
55284	0907L-01-050.000		HIGHSMITH JOHN M & DEBORAH M	120 W CHIPWOOD DR	GULFPORT	MS	39507
55301	0907L-01-021.000		HILL JASON & SONJA	105 W CHIPWOOD DR	GULFPORT	MS	39503
135755	0807H-01-004.016		HINTON BETTY J	14134 FOX HILL DRIVE	GULFPORT	MS	39503
55289	0907L-01-044.000		HIKSON JANENE H	129 W CHIPWOOD DR	GULFPORT	MS	39503
111677	0807I-01-001.007		HORNE PAMELA	13486 HUNTINGTON CIRCLE	GULFPORT	MS	39503
55333	0907L-01-005.000		HUGHES TANNER C	207 E CHIPWOOD DR	GULFPORT	MS	39503
55286	0907L-01-048.000		HUMPHREY MICHAEL S & MARI	124 W CHIPWOOD DR	GULFPORT	MS	39503
111699	0807I-01-001.029		HUTSON ARIEL & BRANDI BUFFORD	14099 REMINGTON DR	GULFPORT	MS	39503
116222	0807I-01-001.061		HUTSON JEFFREY L -ESTATE-	13544 HUNTINGTON CIRCLE	GULFPORT	MS	39503
56666	0807I-01-001.000		J B WOODMAN INC	P O BOX 3491	GULFPORT	MS	39505
111673	0807I-01-001.003		JACKSON EULONDA K & DARRYL	13452 HUNTINGTON CIRCLE	GULFPORT	MS	39503
55317	0907L-01-030.000		JARIE LLLP THE	4850 AUSTIN BLUFFS	COLORADO SPRING	CO	80918
135862	0807H-01-004.123		JENKINS LESLIE ESCABI & MATHEW B	13720 CHASE MEADOW WAY	GULFPORT	MS	39503
135808	0807H-01-004.069		JENKINS OLEDA M & JOHNNY LEE	13715 FOX HILL DR	GULFPORT	MS	39503
135797	0807H-01-004.058		JENNINGS ANDREW WARREN	13724 FOX HILL DR	GULFPORT	MS	39503
111718	0807I-01-001.048		JOHNSON JOHN	15050 REMINGTON DR	GULFPORT	MS	39503
111704	0807I-01-001.034		JONES CHARLES DAVID JR & TIFFANY A	14069 REMINGTON DR	GULFPORT	MS	39503
135852	0807H-01-004.113		KAPPUS SALLY R	13736 RIDGEHAVEN WAY	GULFPORT	MS	39503
135859	0807H-01-004.120		KASZYNSKI KYLE D	13719 CHASE MEADOW WAY	GULFPORT	MS	39503
55281	0907L-01-053.000		KATAYAMA SHARA GAYLE	114 W CHIPWOOD DR	GULFPORT	MS	39503
55328	0907L-01-033.000		KING IAN KEENE & KATHRYN SEBASTIAN	305 ROBERT DALE RD	GULFPORT	MS	39503
135783	0807H-01-004.044		KIRK LATRICIA TANAY	14033 FOX HILL DR	GULFPORT	MS	39503
56672	0807I-01-007.000		KMJB LLC	13440 WOODLAND DR	GULFPORT	MS	39503
116247	0807I-01-001.086		LADEHOFF STACEY L & RITA L	13535 HUNTINGTON CIRCLE	GULFPORT	MS	39503
135857	0807H-01-004.118		LADNER JENNAH CLAINE	13727 CHASE MEADOW WAY	GULFPORT	MS	39503
55313	0907L-01-011.000		LADNER PHILLIP G	107 CHIPWOOD CIRCLE	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	55318	0907L-01-029.000	LADNER ROY A & SANDRA K	304 ROBERT DALE RD	GULFPORT	MS	39503
	135854	0807H-01-004.115	LAMAR KATHRYN M	13739 CHASE MEADOW WAY	GULFPORT	MS	39503
	120167	0807I-01-001.099	LEAVER JEFF	13672 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	135805	0807H-01-004.066	LEE EDWARD Y S & ESTHER -TRUSTEES-	34042 CAMBRIDGE RD	DANA POINT	CA	92629
	55312	0907L-01-012.000	LEE WYATT HAMORY & VALERIE CASTILLO	3550 RUFFIN RD, UNIT 152	SAN DIEGO	CA	92123
	120166	0807I-01-001.098	LINEBAUGH WAYMAN R & JESSICA M	13668 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	55290	0907L-01-043.000	LINTON MATTHEW NEAL	127 W CHIPWOOD DR	GULFPORT	MS	39503
	135817	0807H-01-004.078	LITTLE NATHAN & HAILIE	14036 FOX HILL DRIVE	GULFPORT	MS	39503
	56747	0907L-01-062.000	LOMAX HANK WILFORD	13612 THREE RIVERS RD	GULFPORT	MS	39503
	135748	0807H-01-004.009	LYONS VINCENT JR	14164 FOX HILL DR	GULFPORT	MS	39503
	135752	0807H-01-004.013	MACDONALD THOMAS J	14146 FOX HILL DR	GULFPORT	MS	39503
	135855	0807H-01-004.116	MACHI GEORGE	13735 CHASE MEADOW WAY	GULFPORT	MS	39503
	111684	0807I-01-001.014	MAGEE FREDERICK L & CAROLYN R	14034 REMINGTON DR	GULFPORT	MS	39503
	135793	0807H-01-004.054	MAHONEY JUAN D	13708 FOX HILL DR	GULFPORT	MS	39503
	116218	0807I-01-001.057	MARTIN RICHARD	13518 HUNTINGTON CIR	GULFPORT	MS	39503
	135809	0807H-01-004.070	MARTINEZ CATHERINE & DANIEL	13711 FOX HILL DR	GULFPORT	MS	39503
	55302	0907L-01-020.000	MAXWELL OSCAR C & DENISE L	103 CHIPWOOD DR	GULFPORT	MS	39503
	135861	0807H-01-004.122	MCDOWELL ULIE C & RAMONA A	13716 CHASE MEADOW WAY	GULFPORT	MS	39503
	56676	0807I-01-006.000	MCGILL HAZEL JANE	14071 DUCKWORTH RD	GULFPORT	MS	39503
	135795	0807H-01-004.056	MCGLINCHEY RONALD & REBECCA-TRSTEEES	13716 FOX HILL DR	GULFPORT	MS	39503
	135816	0807H-01-004.077	MCKAIN KINDAL IVEY	14032 FOX HILL DR	GULFPORT	MS	39503
	120175	0807I-01-001.107	MCNEASE KRISTINA MCDANIEL	13704 HUNTINGTON CIR	GULFPORT	MS	39503
	111678	0807I-01-001.008	MCSWAIN PHILLIP & DEBRA	13490 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	111680	0807I-01-001.010	MEYERS DAYNA K	13481 HUNTINGTON CIR	GULFPORT	MS	39503
	55292	0907L-01-041.000	MILLS ANITA S & WILLIAM F III	123 W CHIPWOOD RD	GULFPORT	MS	39503
	91478	0907E-01-017.000	MISS RE-DEVELOPMENT ALLIANCE LLC	1279 LONGWOOD DR SUITE B	BATON ROUGE	LA	70806
	135789	0807H-01-004.050	MITCHELL DAVONA A	14009 FOXHILL DRIVE	GULFPORT	MS	39503
	135784	0807H-01-004.045	MITCHELL MELISSA SCHENCK	14029 FOX HILL DR	GULFPORT	MS	39503
	55277	0907L-01-057.000	MITCHELL THOMAS A & KATHRYN R	106 CHIPWOOD DR	GULFPORT	MS	39503
	120181	0807I-01-001.113	MOORE ANDREW HARDING JR & SHEILA K	13693 HUNTINGTON CIR	GULFPORT	MS	39503
	120183	0807I-01-001.115	MOORE SABRINA M	13687 HUNTINGTON CIR	GULFPORT	MS	39503
	55278	0907L-01-056.000	MORGAN DORIS R -ESTATE-	108 W CHIPWOOD DR	GULFPORT	MS	39503
	135747	0807H-01-004.008	MORGENSTERN PRESTON S & LEXI K	14168 FOX HILL DR	GULFPORT	MS	39503
	55275	0907L-01-059.000	MOSEMAK MICHAEL JR	102 W CHIPWOOD DR	GULFPORT	MS	39503
N	55294	0907L-01-039.000	MOSEMAK MICHAEL JR	102 WEST CHIPWOOD DRIVE	GULFPORT	MS	39503
	135849	0807H-01-004.110	MOSS JIMMIE D & JACQUELYN S	4021 SAM GORDON DR	NORMAN	OK	73072

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	135749	0807H-01-004.010	MOTLEY KENNETH RAY	14158 FOX HILL DR	GULFPORT	MS	39503
	135811	0807H-01-004.072	MYRICK DAVID A	14012 FOX HILL DR	GULFPORT	MS	39503
	135847	0807H-01-004.108	NAPIER THOMAS C SR & DEBORAH T	13717 RIDGEHAVEN WAY	GULFPORT	MS	39503
	56748	0907L-01-061.000	NELSON DONNY C & GERTRUDE L	13622 THREE RIVERS RD	GULFPORT	MS	39503
	116220	0807I-01-001.059	NELSON JAMES A	111 31ST STREET	GULFPORT	MS	39507
N	111682	0807I-01-001.012	NELSON JAMES A	111 31ST STREET	GULFPORT	MS	39507
	135804	0807H-01-004.065	NGUYEN TRINH HUONG THIEN	2224 KILLINGTON DR	HARVEY	LA	70058
	111710	0807I-01-001.040	NIOLET BRENDA M	14023 REMINGTON DR	GULFPORT	MS	39503
	91479	0907E-01-023.000	OLIER HAROLD R & LINDA G	13633 THREE RIVERS RD	GULFPORT	MS	39503
	120182	0807I-01-001.114	OSBURN GREGORY M & HOSKINS K A	13689 HUNTINGTON CIR	GULFPORT	MS	39503
	116217	0807I-01-001.056	PAGE DIANA S	13512 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	135860	0807H-01-004.121	PARKER ALISA C	13717 CHASE MEADOW WAY	GULFPORT	MS	39503
	111700	0807I-01-001.030	PARKS STEVEN O	14097 REMINGTON RD	GULFPORT	MS	39503
	55308	0907L-01-016.000	PARKS TRACY ANTHONY	204 E CHIPWOOD DR	GULFPORT	MS	39503
	56185	0907E-01-019.000	PATTERSON DONNA -ESTATE-	13746 S SWAN RD	GULFPORT	MS	39503
	111706	0807I-01-001.036	PERKINS EDWARD E JR & DELECIA	14055 REMINGTON DR	GULFPORT	MS	39503
	55307	0907L-01-017.000	PETERSEN RODGER E -ESTATE-	13700 THREE RIVERS RD	GULFPORT	MS	39503
	56184	0907E-01-018.000	PETERSON MATTIE R	13756 S SWAN RD	GULFPORT	MS	39503
	135787	0807H-01-004.048	PETERSON WILLIAM L & ELIZABETH A	14017 FOX HILL DR	GULFPORT	MS	39503
	135819	0807H-01-004.080	PORTER SCOTT THOMAS	14048 FOX HILL DR	GULFPORT	MS	39503
	120191	0807I-01-001.123	PRICE GERRARD C & LASHANA	13643 HUNTINGTON CR	GULFPORT	MS	39503
	116248	0807I-01-001.087	PRINCIPE LINNEA M & WILLIAM E	13529 HUNTINGTON CIR	GULFPORT	MS	39503
	135807	0807H-01-004.068	REDMON SCHATORIOUS D	13719 FOX HILL DR	GULFPORT	MS	39503
	56186	0907E-01-020.000	RICH TROY W & EVELYN A	13611 THREE RIVERS RD	GULFPORT	MS	39503
	56188	0907E-01-022.000	RICH TROY WAYNE & EVELYN ALIECE	13611 THREE RIVERS RD	GULFPORT	MS	39503
	56187	0907E-01-021.000	RICH TROY WAYNE & EVELYN ALIECE	13611 THREE RIVERS RD	GULFPORT	MS	39503
	135779	0807H-01-004.040	RINKER BENJAMIN & RACHEL	14049 FOX HILL DR	GULFPORT	MS	39503
	116249	0807I-01-001.088	ROBERTS ARLENE D	13521 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	120170	0807I-01-001.102	ROBISON MATTHEW A & ALLYSON A	13684 HUNTINGTON CIR	GULFPORT	MS	39503
	120188	0807I-01-001.120	ROMERO RAMIRO	13669 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	55314	0907L-01-010.000	ROWELL LESTER DONALD JR	105 CHIPWOOD CIR	GULFPORT	MS	39503
	135744	0807H-01-004.005	RUIZ LEONARD J	14180 FOX HILL DR	GULFPORT	MS	39503
	116219	0807I-01-001.058	SANDERS DONTRAL TIVON	13524 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	111687	0807I-01-001.017	SANFORD DAMETRE	15077 REMINGTON DR	GULFPORT	MS	39503
	111691	0807I-01-001.021	SBF2019-1 PROPERTIES LLC	160 E OLENTANGY ST	POWELL	OH	43065
N	111701	0807I-01-001.031	SBF2019-1 PROPERTIES LLC	160 E OLENTANGY ST	POWELL	OH	43065

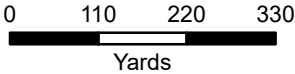
Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	111672	0807I-01-001.002	SBF2019-1 PROPERTIES LLC	160 E OLENTANGY ST	POWELL	OH	43065
	111708	0807I-01-001.038	SCIOTO PROPERTIES SP-16 LLC	160 E OLENTANGY ST	POWELL	OH	43065
	135815	0807H-01-004.076	SCOTT OCTAVIA	14028 FOX HILL DR	GULFPORT	MS	39503
	116221	0807I-01-001.060	SELDON LEO G	13540 HUNTINGTON DR	GULFPORT	MS	39503
	116250	0807I-01-001.089	SELLERS LASHON RAKELL	13511 HUNTINGTON CIR	GULFPORT	MS	39503
	111721	0807I-01-001.051	SMITH AVIS C W & WILLIAM P	15078 REMINGTON DR	GULFPORT	MS	39503
	111686	0807I-01-001.016	SNOW EMERSON O & DONNA F	15083 REMINGTON DR	GULFPORT	MS	39503
N	111724	0807I-01-001.054	STATE OF MISS 8/26/2013				0
N	93264	0807I-01-001.001	STATE OF MISS 8/26/2013				0
	120172	0807I-01-001.104	STEPHENS KIERSTEN M & ANTHONY W II	13692 HUNTINGTON CIR	GULFPORT	MS	39503
	116216	0807I-01-001.055	STONER MICHAEL T & MICHELE L	13506 HUNTING CIRCLE	GULFPORT	MS	39503
	135796	0807H-01-004.057	STRICKLEY RICHARD E & CECILE M	13720 FOX HILL DRIVE	GULFPORT	MS	39503
	55316	0907L-01-008.000	STUBBS DENNIS M & DELPHINE	101 E CHIPWOOD CIRCLE	GULFPORT	MS	39503
	135802	0807H-01-004.063	STUBBS MELVIN	13739 FOX HILL DR	GULFPORT	MS	39503
	135866	0807H-01-004.127	SWANSON MICA M	13736 CHASE MEADOW WAY	GULFPORT	MS	39503
	120187	0807I-01-001.119	SWINFORD JACOB	13673 HUNTINGTON CIR	GULFPORT	MS	39503
	135818	0807H-01-004.079	SYLVE NICKEIA	14040 FOX HILL DR	GULFPORT	MS	39503
	135813	0807H-01-004.074	TEACHOUT BRIAN & AMANDA	14020 FOX HILL DR	GULFPORT	MS	39303
	116237	0807I-01-001.076	TEEL JACQUELINE	13635 HUNINGTON CIRCLE	GULFPORT	MS	39503
	111675	0807I-01-001.005	THOMAS SHERRY N	13466 HUNTINGTON CIR	GULFPORT	MS	39503
	55326	0907L-01-035.000	THOMAS VICTORIA LYNN PETERSEN	309 ROBERTDALE RD	GULFPORT	MS	39503
	55276	0907L-01-058.000	THOMPSON DANIEL & DIANE	104 WEST CHIPWOOD DRIVE	GULFPORT	MS	39503
	111702	0807I-01-001.032	TOLTOWICZ NICKLAUS M & BRITTANY N	14085 REMINGTON DR	GULFPORT	MS	39503
	111689	0807I-01-001.019	TRAVELER BRIDGETTE STEWART	15065 REMINGTON DR	GULFPORT	MS	39503
	120168	0807I-01-001.100	TRUMAN SHERRY	13676 HUNTINGTON CIR	GULFPORT	MS	39503
	135856	0807H-01-004.117	UNDERWOOD JAMES E	13731 CHASE MEADOW WAY	GULFPORT	MS	39503
	55285	0907L-01-049.000	VALENCIA AARON	707 E POTTER DR	PHOENIX	AZ	85024
	135746	0807H-01-004.007	VEDRAL ANTHONY & SONIA	14172 FOX HILL DR	GULFPORT	MS	39503
	55335	0907L-01-003.000	VICORY JOANNE M	203 E CHIPWOOD DR	GULFPORT	MS	39503
	111716	0807I-01-001.046	WADE CRAIG A & CHRISHONA	15008 REMINGTON DR	GULFPORT	MS	39503
	55306	0907L-01-018.000	WALLS KENNETH F	13692 THREE RIVERS RD	GULFPORT	MS	39503
	111712	0807I-01-001.042	WARGO SAMANTHA J	14062 REMINGTON DR	GULFPORT	MS	39503
	120180	0807I-01-001.112	WATERS DAWN M	13697 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	135781	0807H-01-004.042	WHITE JERRY LEE	14041 FOX HILL DR	GULFPORT	MS	39503
	120177	0807I-01-001.109	WILLIAMS MAXIE W	13712 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	135751	0807H-01-004.012	WILLIAMSON JOHN	14150 FOX HILL DR	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
120184	0807I-01-001.116	WILSON HERMAN II & JACQUELINE F	13685 HUNTINGTON CIR	GULFPORT	MS	39503	
55327	0907L-01-034.000	WOOD ROGER & TONIA	307 ROBERT DALE RD	GULFPORT	MS	39503	
135803	0807H-01-004.064	YOUNG GLORIA K & JOHN P	13735 FOX HILL DR	GULFPORT	MS	39503	



Legend

- Site
- Adjacent Properties
- Street
- Buildings
- Water Features



1 inch = 715 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.

RE: Final Plat 2209PC160, by owners Necaise Land L.P. & Dennis Stieffel, tax parcels 0807I-01-001.052 & 0807I-01-001.053, Approval of Final Plat for 3-lot subdivision (The Hunington Phase 4), Three Rivers Rd, Zoned R-1-15, (Single-family), Ward 7

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, September 22, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agenda/> then click the City of Gulfport Planning Commission for **Thursday, September 22, 2022**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

THANK YOU for your legal submission!

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

ORDER DETAILS

Order Number:
IPL0088455
Order Status:
Submitted
Classification:
Legals & Public Notices
Package:
BLX - Legal Ads
Final Cost:
59.04
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
September 1, 2022 10:59:14 AM EDT
Amount:
58.92
Date
September 1, 2022 11:00:32 AM EDT
Amount:
0.12

SCHEDULE FOR AD NUMBER IPL00884550

September 5, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00884550**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, September 22, 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.

Final Plat 2209PC160, by owners Necaise Land L.P. & Dennis Stieffel, tax parcels 08071-01-001.052 & 08071-01-001.053, Approval of Final Plat for 3-lot subdivision (The Hunington Phase 4), Three Rivers Rd, Zoned R-1-15, (Single-family), Ward 7

Planning Commission Approval 2209SE161, by agent Garlon Pamber-ton, tax parcel 1010H-02-030.000, Request automotive sales use, 2137 E. Pass Road, Zoned B-1 (Neighborhood Business), Ward 2

Resubdivision 2209PC162, by owner Michael Morken, Divide into two new parcels, tax parcel 0811E-03-043.000, 1723 31st Ave, Zoned T3 (Sub-Urban Zone), Ward 2

Zoning Map Amendment 2209PC166, by agent Donovan Scruggs, tax parcels 08091-01-020.000, 08091-01-021.000, Request to rezone property from B-2 (General Business) to I-2 (Heavy Industry districts), 9506 and 9524 Creosote Rd. Zoned B-2 (General Business), Ward 3

Planning Commission Approval 2209PC167, by owner Danyel Nichols, tax parcel 0710H-04-048.000, Requests a duplex use, Zoned R-1-5 (Single-family), Pear St & Hawthorn St, Ward 3

General Plan 2209PC168, by agent Heinrich and Associates, tax parcels 10090-02-002.015 & 10090-02-002.000, Approval of a General Plan for 10-Lot subdivision (Bayou Plantations Subdivision Phase 2), Bayou Plantation Ln, Zoned R-2 (Single-family), Ward 5

Planning Commission Approval 2209PC169, by owner Gregory Pittman, tax parcel 0810E-01-041.000, Requests mobile home use, 8250 Indlaria Ave, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2209PC170, by agent Randy Kirby, tax parcel 0809N-03-006.002, Requests a medical cannabis dispensary use, 9113 Hwy 49, Zoned B-4 (Highway business), Ward 3

Zoning Text Amendment 2209PC171, by Lauren Illing, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases Medical cannabis Establishment and Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses (Medical Cannabis Dispensary)

Resubdivision 2209PC172, by owners Nicholas Shay, Ronald David Brown, Leah Simon, & Carlos Gautreaux, tax parcel 0811L-04-122.000, Divide into two new parcels, 1301 31st Ave, Zoned T4+ (General Urban Zone "Plus"), Ward 2
General Plan 2209PC173, by owner C&G Holdings, LLC, tax parcel 1010M-01-013.001, Requests approval for a 75-lot Zero Lot Line subdivision (Gulf Grove), Cowan Rd, Zoned T4+ (General Urban Zone "Plus") and T4L (General Urban Zone "Limited"), Ward 2

This the 1st day of September, 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0088455
Sep 5 2022

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

CITY OF GULFPORT PLANNING COMMISSION

2209PC160

TRANSCRIPT OF HEARING

September 22, 2022

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 22ND DAY OF SEPTEMBER 2022
COMMENCING AT 4:30 P.M. AND REPORTED BY
NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

COMMISSION MEMBERS PRESENT:

KEITH WILLIAMS, President
WILLIAM "PRINCE" JONES
VIRGINIA ADOLPH
B.J. SELLERS
CHARLIE HEWES
HAROLD SPANN
TIMOTHY DAIGLE, JR.
DOUG HANCOCK

STAFF PRESENT:

GREG PIETRANGELO
GREG HOLMES
SU-LIN FEATHERSTON
LESLIE ERVIN
CORY LONG
LORAIN HUGHES

1 1. Final Plat 2209PC160

2 MR. LONG: Item Number 1, Final Plat
3 2209PC160, has been duly and timely noticed as required by
4 law. The applicant requests approval of a final plat for a
5 three lot subdivision The Huntington Phase 4, Three Rivers
6 Road, zoned R-1-15, Ward 7. A copy of the packet considered
7 is hereby offered to the record.

8 MR. WILLIAMS: Thank you.

9 Dennis, I assume you're going to speak for
10 it.

11 You want to start with your comments? You
12 can fill that out later and hand it to them, that will be
13 fine.

14 MR. STIEFFEL: Yes, sir.

15 Okay. So this is a three lot subdivision.

16 MR. WILLIAMS: Name and address. Now, come
17 on.

18 MR. STIEFFEL: I'm sorry. Dennis Stieffel,
19 13061 Shriners Boulevard, Suite C, Biloxi.

20 MR. WILLIAMS: I won't be that hard on
21 everybody. Dennis is in front of us all the time. So
22 anyway, go ahead, Dennis.

23 MR. STIEFFEL: I apologize.

24 MR. WILLIAMS: That's all right.

25 MR. STIEFFEL: So this is a three lot

1 subdivision. There's no rezone required. No variances, no
2 special conditions or conditional uses. Just trying to use
3 up a piece of property that's essentially an outparcel for
4 the original Huntington Subdivision. At one time the
5 developer intended that to be or thought that might become a
6 commercial lot. That was about 20 years ago. Nothing has
7 happened since then. So they've tried to market it. And
8 it's just not happening.

9 So we do have folks that are interested in
10 building some nice quality single family residential homes
11 being right across the street from the elementary school --
12 I think it's an elementary school there. It will be a good
13 fit for the neighborhood. It complements the Huntington
14 Subdivision.

15 There is a mechanic shop on the north side of
16 the property, but it's pretty well kept. And so we don't
17 feel like that's a problem as far as compatibility there.

18 So if you have any questions.

19 Drainage is not an issue. The city is
20 actually installing water and sewer as we speak services for
21 the property and a small main. So everything should be in
22 place here in the next few weeks so it's good timing.

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

25 MR. DAIGLE: The city raised a question about

1 or brought up about the buffer, that the proposed plat
2 impedes into the 30 foot buffer on Three Rivers. Can you --
3 do you know about that? Can you speak to that?

4 MR. STIEFFEL: Yeah. That was not an
5 official buffer or a formal buffer dedicated or deeded
6 legally. It was just essentially an idea. And the point
7 was back when we platted that subdivision, that phase, the
8 intent was to do a commercial lot there. And the buffer
9 would have been more applicable for the commercial lot
10 parking areas and things like that. But in light of the
11 fact this will be used for single family residential...

12 There were tentative plans back in 20, 25
13 years ago to widen Three Rivers Road. That has not
14 happened. It doesn't appear to be happening any time soon.

15 So there is plenty of room to -- there's 25
16 feet in the front of these lots that is essentially easement
17 for power and utilities. If the city needed extra
18 right-of-way, they could certainly grab that without
19 impeding on the lots, the buildability of the lots.

20 MR. DAIGLE: All right.

21 MR. WILLIAMS: Any other questions?

22 All right. If anything comes up, we'll bring
23 you back up. Appreciate it. Thank you.

24 Anyone else here to speak on this request, to
25 speak for it?

1 To speak against it?

2 Any questions on this request?

3 All right. Commissioners, we've heard the
4 applicant, had a chance to review the case. Do I have a
5 motion or any questions of the staff?

6 MR. DAIGLE: I have a question for the staff.

7 MR. WILLIAMS: Sure.

8 MR. DAIGLE: So the 30 foot setback that's
9 talked about, is that not a buffer that's actually like
10 written anywhere or required to be enforced?

11 MR. HOLMES: I'm not aware that it had to be
12 enforced. However, in some form we sit down and (inaudible)
13 that's a conversation that we'll probably have with Mr.
14 Stieffel and our engineering department.

15 MR. DAIGLE: So one of the areas to consider,
16 you know, if we make a motion to approve is that that would
17 be one of the conditions that the 30 foot buffer be honored
18 or enforced. So is that something that we do need to -- I'm
19 just a little confused, I mean, because he's saying that
20 it's not really there, and I'm reading it and it sounds like
21 it is there. So I guess I'm saying is it real and do we
22 need to approve based on that needing to be a condition?

23 MR. HOLMES: I don't have an issue if it's
24 not put as a condition and take care of that internally
25 considering that I don't have any comments from the

1 engineering or public works department. That's something we
2 can take care of internally.

3 MR. DAIGLE: Okay. Very good. Thank you.

4 MR. WILLIAMS: Great question. Thank you.

5 Any other questions? Do I have a motion?

6 MR. DAIGLE: Motion to approve Case Number
7 2209PC160.

8 MR. WILLIAMS: Thank you. Do I have a
9 second?

10 MS. ADOLPH: Second.

11 MR. JONES: Second.

12 MR. WILLIAMS: Got a motion and a second to
13 approve the case as presented. Any further discussion? All
14 those in favor signify by saying aye. Any opposed?

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

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BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2209PC160

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 6 pages constitute a true and correct transcription of said hearing held on the 22nd day of September 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 26th day of September 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 20, 2022

Re: Final Plat - approval of a 63-lot subdivision (Southern Breeze Subdivision) on a tax parcel zoned R-1-5 (Single-family) and B-2 (General business) - located at Dedeaux Road and Tanner Road - Case # 2211PC211 - Ward 5.

Final Plat 2211PC211, by agent Robert Reimann, tax parcels 0808O-02-016.000, 0808O-02-019.000, 0808O-02-015.000, Approval of Final Plat for 63-lot subdivision (Southern Breeze Subdivision) with 3 outparcels, Dedeaux Rd & Tanner Rd, Zoned R-1-5 (Single-family) & B-2 (General business), Ward 5

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Cory Long, Planning Administrator
Urban Development Department

Date: December 9, 2022

Re: Final Plat 2211PC211, by agent Robert Reimann, tax parcels 0808O-02-016.000, 0808O-02-019.000, 0808O-02-015.000, Approval of Final Plat for 63-lot subdivision (Southern Breeze Subdivision) with 3 outparcels, Dedeaux Rd & Tanner Rd, Zoned R-1-5 (Single-family) & B-2 (General business), Ward 5

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Hewes

Second: Mr. Jones

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

Action: Motion was carried unanimously.

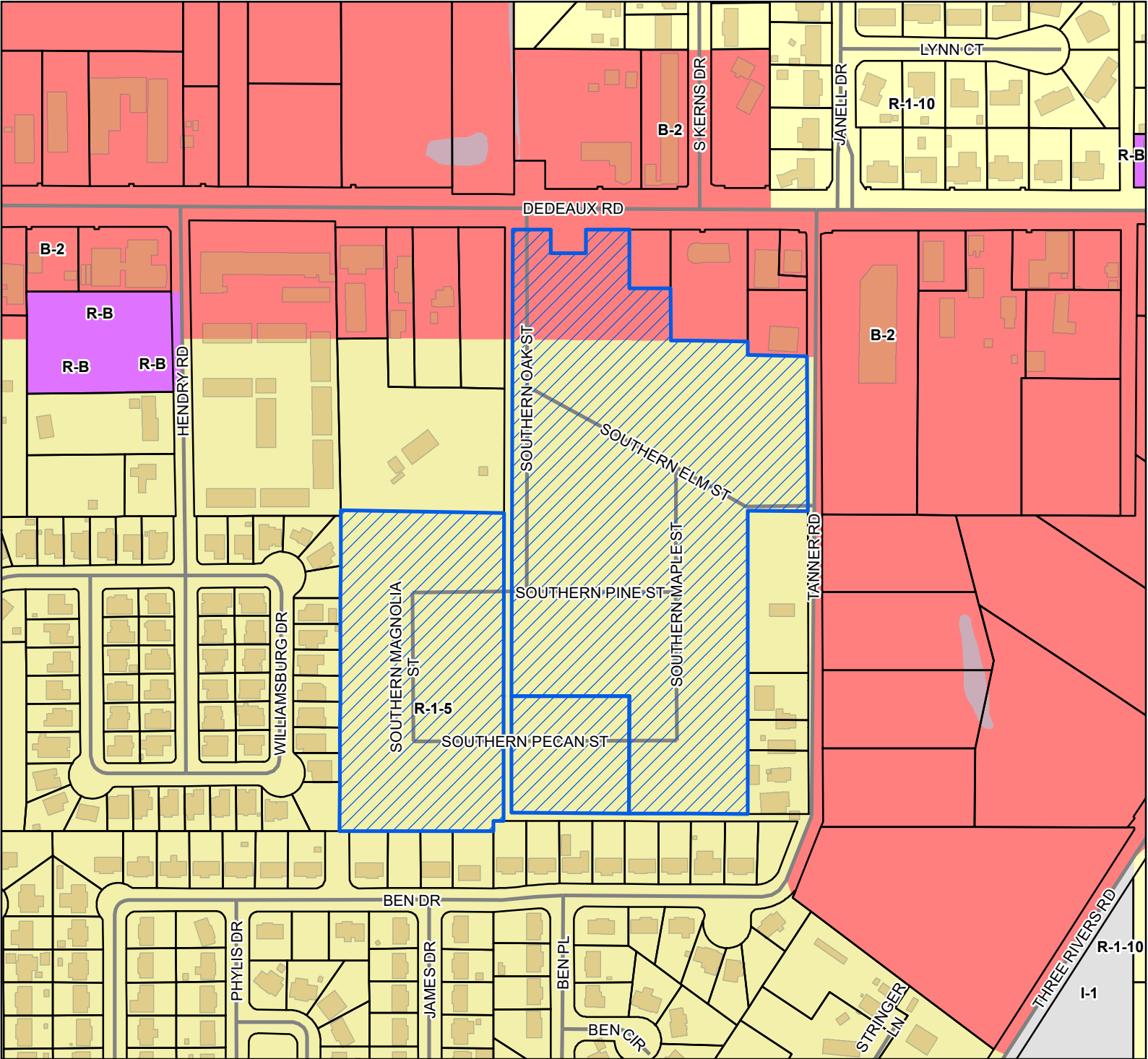
Speaking for the Petition:

1. Robert Reimann

Speaking against the Petition: None

On November 17, 2022, the Planning Commission recommended approval of the above referenced case.

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



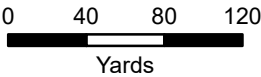
Legend

- Site
- Street
- Parcels
- Buildings
- Water Features

Zoning

- B-2 - General Business District
- I-1 - Light Industry District
- R-1-10 - Single Family Residence (Low Density)
- R-1-5 - Single Family Residence District (Medium Density)
- R-B - Residence-Business District

Site Information
08080-02-016.000
08080-02-019.000
08080-02-015.000
Zoning: B-2 (General buisness)
Zoning: R-1-5 (Single family residence)
Size: 29.44 acres
Flood: X



1 inch = 295 feet



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



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

APPLICATION FOR FINAL PLAT

Property Information

TAX PARCEL #

0	8	0	8	0	-	0	2	-	0	1	6	0	0	0
0	8	0	8	0	-	0	2	-	0	1	9	0	0	0
0	8	0	8	0	-	0	2	-	0	1	5	0	0	0

For Staff Use Only

Case File #: 221PC211

Date Received: 10/6/22

Receipt #: _____

Received By: [Signature]

Zoning: R-15/B-2

Ward: 5 Flood: X

Size: 29.44 acre

(If necessary, use separate sheet of paper)

Address of Property Involved: Dedeaux Road and Tanner Road

Lot(s) _____, Block(s) _____, Subdivision Southern Breeze Subdivision

General Location: South of Dedeaux Road, East of Highway 49, West of Three River Road

GENERAL DESCRIPTION OF REQUEST:

Final Plat of a New 63 Lot Subdivision - Southern Breeze Subdivision

OWNERSHIP AND CERTIFICATION:

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

OWNER

Wayne Carr/Greg Williams

Printed Name Of Owner
21680 Saucier Fairely Road

Mailing Address
Saucier, MS 39574

City State Zip code
228-860-2203

Home Phone Work/Cell Phone
wcbuilder@gmail.com

Email

[Signature]
Signature Of Owner

AGENT

Robert K. Riemann, P.E.

Printed Name Of Agent
3103 5th Avenue, Suite B

Mailing Address
Gulfport, MS 39501

City State Zip code
228-518-2980

Home Phone Work/Cell Phone
kris@engineeringexcellence.com

Email

[Signature]
Signature Of Agent

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



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

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) Greg D. Williams

ADDRESS (STREET, CITY, STATE, ZIP CODE) 824 Wire Road East, Perkinston, MS 39573

PHONE # (H) 228-297-2216 (W) _____

TAX PARCEL NUMBER(S) OWNED SAME AS FRONT

SIGNATURE: Greg D Williams

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

(Use additional forms as needed)

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

Designation of Agent

I, Nelson Wayne Carr, being owner of the property at 08080-02-016.000, 08080-02-019.000, 08080-02-015.000 on Dedeaux Road and Tanner Road which is the subject of this application hereby authorize Robert K. Riemann, P.E. 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.

NW Carr
Signature

6/Oct 2022
Date

STATE OF MISSISSIPPI, COUNTY OF HARRISON

Given under my hand and seal of office this the 6th day of October, 20 22.

Hannah McDougall
Notary Public

11-2-24
Commission Expiration





**DEPARTMENT OF
ENGINEERING**

4050 Hewes Ave.
Gulfport, MS 39507-3903
Phone: 228-868-5740
Fax: 228-868-5822

SUBDIVISION INSPECTION CHECKLIST

SUBDIVISION:	Southern Breeze Subdivision
TYPE OF INSPECTION:	Final Inspection
DATE:	September 23, 2022
PERSONS PRESENT:	Jeremy Harrison, P.E., Department of Engineering Robert K. Riemann, P.E., Engineering Xcellence Greg Williams, Owner Wayne Carr, Owner Ryan Young, Dirt Inc.

CHECKLIST ITEMS

STREETS & DRAINAGE:

- | | | | |
|---|---|--|------------------------------|
| 1. Is debris/silt and vegetation in streets, curbs, pipes, and catchbasins? | ☒ Yes | ☐ No | ☐ N/A |
| 2. Is street paving/concrete acceptable? | ☒ Yes | ☐ No | ☐ N/A |
| 3. Is drainage pipe in ROW concrete? | ☒ Yes | ☐ No | ☐ N/A |
| 4. Are catchbasin openings sized correctly? | ☒ Yes | ☐ No | ☐ N/A |
| 5. Are curbs & gutter broken/settled? | ☐ Yes | ☒ No | ☐ N/A |
| 6. Is rebar present in curb? | ☒ Yes | ☐ No | ☐ N/A |
| 7. Are street lights present & spaced correctly? | ☐ Yes | ☒ No | ☐ N/A |
| 8. Are lots graded to direct water to drainage systems? | ☒ Yes | ☐ No | ☐ N/A |
| 9. Is/Are detention pond(s) holding water? | ☒ Yes | ☐ No | ☐ N/A |
| 10. Is/Are the banks of detention pond(s) & ditches stabilized? | ☒ Yes | ☐ No | ☐ N/A |
| 11. Are swales/ditches able to be maintained by residents? | ☒ Yes | ☐ No | ☐ N/A |
| 12. Is erosion control provided at outfalls? | ☒ Yes | ☐ No | ☐ N/A |
| 13. Are any extra easements required? | ☐ Yes | ☒ No | ☐ N/A |

WATER & SEWER:

- | | | | |
|---|---|-----------------------------|------------------------------|
| 1. Are all water meters installed & with no broken/missing parts? | ☒ Yes | ☐ No | ☐ N/A |
| 2. Are all water lines and appurtenances installed in accordance with city standards? | ☒ Yes | ☐ No | ☐ N/A |
| 3. Are sewer cleanouts installed & with no broken/missing parts? | ☒ Yes | ☐ No | ☐ N/A |
| 4. Are all manholes installed in accordance with city standards? | ☒ Yes | ☐ No | ☐ N/A |

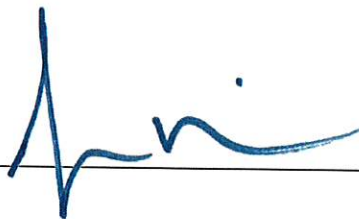
TRAFFIC & SAFETY:

- | | | | |
|--|--|---|-------------------------------|
| 1. Are street name signs correct & in place? | ☐ .Yes | ☒ .No | ☐ .N/A |
| 2. Are traffic control signs correct & in place? | ☐ .Yes | ☒ .No | ☐ .N/A |
| 3. Are handicap ramps installed? | ☒ .Yes | ☐ .No | ☐ .N/A |

PUNCHLIST ITEMS

1. Establish vegetation throughout site
2. Fix shoulder along Tanner Road
3. Clean road and gutters of sediment.
4. Oak Tree adjacent to ditch near Tanner Road entrance to be looked at by COG arborist
5. Detention pond to be dry
6. Install all traffic signs.
7. Provide Contract for Streetlight Installation.
8. Install fiber glass sign to locate the water main on the west side of the project.
9. Lot 47 – Grout broken curb
10. Notate on as-builts at Lot 47 – Clean out installed for Manhole.
11. Lot 63 – Monitor inlet during 1 year for possible conversion to a pedestal inlet.
12. Fire Hydrant may need to be installed during the one year. Possible future phase
13. Taper the curb ends at sidewalk along Dedeaux Road
14. Provide as-builts in pdf and dwg format
15. Provide certification that all construction was completed per plans and in accordance with Gulfport Construction Standards

Signed: _____

Date: 9/28/2022Name: Jeremy Harrison, P.E.Title: Assistant Director of Engineering



Final Quantities Cost

City of Gulfport, Harrison County, Southern Breeze Estates Subdivision

September 23, 2022

Owner: Wayne Carr & Greg Williams
Engineering: Engineering Xcellence
Project No: 09-2021-020

	Unit	Estimated Quantity	Unit Price	Cost
EARTH WORK & SWPPP ITEMS				
Solid Sodding, Centipede	SY	2,000.000	\$ 8.00	\$ 16,000.00
Hydroseeding	ACRE	2.000	\$ 3,500.00	\$ 7,000.00
Temporary Silt Fence	LF	3,867.000	\$ 3.50	\$ 13,534.50
Wattles, 12"	LF	100.000	\$ 4.00	\$ 400.00
WATER ITEMS				
6" PVC Pipe, C-900	LF	100.000	\$ 15.76	\$ 1,576.00
8" PVC Pipe, C-900	LF	3,460.000	\$ 20.00	\$ 69,200.00
Ductile Iron Fittings	LBS	1,000.000	\$ 9.30	\$ 9,300.00
8" Gate Valve	EACH	16.000	\$ 1,000.00	\$ 16,000.00
Relocate Fire Hydrant	EACH	2.000	\$ 789.60	\$ 1,579.20
Install New Fire Hydrant	EACH	3.000	\$ 3,700.00	\$ 11,100.00
Meter Box	EACH	126.000	\$ 40.00	\$ 5,040.00
Water Services	LF	630.000	\$ 25.00	\$ 15,750.00
2" Diameter Water Service	LF	63.000	\$ 8.76	\$ 551.88
Relocation of Water Meter, Per Plans	EACH	0.000	\$ 466.80	\$ -
4" PVC Pipe, Schedule 40	LF	100.000	\$ 11.40	\$ 1,140.00
Water Valve Box	EACH	14.000	\$ 75.00	\$ 1,050.00
SEWER ITEMS				
Install 8" Sewer Pipe	LF	2,520.000	\$ 25.00	\$ 63,000.00
Install 24" Manhole	EACH	10.000	\$ 2,000.00	\$ 20,000.00
4" Sewer Service with Cleanout and Pad	LF	630.000	\$ 25.00	\$ 15,750.00
SUB BASE & BASE ITEMS				
Size 610 Crushed Stone Base, AEA	CY	1,964.000	\$ 60.00	\$ 117,840.00
Class 9 - Select Backfill	CY	1,473.000	\$ 15.00	\$ 22,095.00
Size II Stabilizer Aggregate, Coarse	CY	0.000	\$ 80.00	\$ -
ALTERNATE ASPHALT ITEMS				
9.5-mm, MT, Asphalt Pavement - Street	TON	994.000	\$ 80.00	\$ 79,520.00
12.5-mm, MT, Asphalt Pavement	TON	0.000	\$ 114.00	\$ -
19-mm, MT, Asphalt Pavement	TON	0.000	\$ 114.00	\$ -
BITUMINOUS PAVING ITEMS				
Asphalt for Tack Coat	GAL	0.000	\$ 3.48	\$ -
DRAINAGE ITEMS				
Class "B" Structural Concrete, Minor Structures	CY	0.000	\$ 1,400.00	\$ -
Reinforcing Steel	LB	1,000.000	\$ 1.50	\$ 1,500.00
18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	249.000	\$ 38.35	\$ 9,549.15
24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	405.000	\$ 57.25	\$ 23,186.25
30" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	567.000	\$ 83.21	\$ 47,180.07
36" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	0.000	\$ 110.62	\$ -
15" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	182.000	\$ 30.02	\$ 5,463.64
30" Reinforced Concrete End Section	EA	3.000	\$ 575.00	\$ 1,725.00
15" HDPE Pipe	LF	267.000	\$ 23.00	\$ 6,141.00
18" HDPE Pipe	LF	873.000	\$ 28.00	\$ 24,444.00
24" HDPE Pipe	LF	405.000	\$ 45.00	\$ 18,225.00
Castings and Gratings	LB	1,000.000	\$ 3.00	\$ 3,000.00
Outfall to Detention Pond Structure	EA	1.000	\$ 3,500.00	\$ 3,500.00
Rip Rap	SF	500.000	\$ 35.00	\$ 17,500.00
Drainage Inlet	EA	20.000	\$ 2,200.00	\$ 44,000.00
CONSTRUCTION ITEMS				
Concrete Sidewalk, Without Reinforcement	SY	600.000	\$ 42.00	\$ 25,200.00
Concrete Curb, Header	LF	0.000	\$ 14.50	\$ -
Concrete Curb, Special Design	LF	0.000	\$ 20.00	\$ -
Combination Concrete Curb and Gutter	LF	6,120.000	\$ 20.00	\$ 122,400.00

*****PAVEMENT MARKING ITEMS*****					
6" Thermoplastic Traffic Stripe, Skip W hite	LF	0.000	\$	0.60	\$ -
6" Thermoplastic Edge Stripe, Continuous W hite	LF	50.000	\$	0.90	\$ 45.00
					\$ -
*****DEMOLITION*****					
Sewer Pipe Removal	LF	2,000.000	\$	2.00	\$ 4,000.00
Flowable Fill, Non-Excavatable	CY	150.000	\$	125.00	\$ 18,750.00
Water Pipe Removal	LF	2,000.000	\$	2.00	\$ 4,000.00
					\$ -
*****TRAFFIC SIGN & SIGNAL ITEMS*****					
Stop Sign	EACH	5.000	\$	50.00	\$ 250.00
Steel U-Section Posts, 3.0 to 3.5 lb/ft	LF	64.000	\$	8.40	\$ 537.60
					\$ -
*****LUMP SUM ITEMS*****					
Maintenance of Traffic	LS	1.0000	\$	2,000.00	\$ 2,000.00
Mobilization	LS	1.0000	\$	2,000.00	\$ 2,000.00
Roadway Construction Stakes	LS	1.0000	\$	2,000.00	\$ 2,000.00

Total \$ 874,023.29

I certify that this is a true and correct Final Cost to the best of my knowledge and belief.

Robert K. Riemann

Robert K. Riemann, P.E.
Engineering Xcellence



	First American Title™	Owner's Policy of Title Insurance
		ISSUED BY First American Title Insurance Company
	Owner's Policy	POLICY NUMBER 5011400-3022254e

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

COVERED RISKS

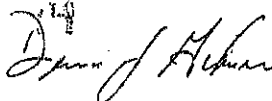
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against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

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

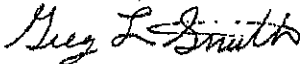
(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmora, President



Greg L. Smith, Secretary

For Reference:

File #: 2107400

Issued By:

Laura F. Paulk, PLLC
 18127 Orange Grove Road
 Gulfport, MS 39503

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

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

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

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

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

protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

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

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

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

4. PROOF OF LOSS

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

5. DEFENSE AND PROSECUTION OF ACTIONS

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

appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

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

6. DUTY OF INSURED CLAIMANT TO COOPERATE

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

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

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

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

- (a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and

expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

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

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

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

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

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or
(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title as insured,

(i) the Amount of Insurance shall be increased by 10%, and
(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

- (b) In the event of any litigation, including litigation by the

Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as Insured.

- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the

Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.

First American Title Insurance Company

SCHEDULE A

FIRST AMERICAN TITLE INSURANCE COMPANY
1 FIRST AMERICAN WAY
SANTA ANA, CALIFORNIA 92707

Agent's File No.: **2107400** Policy No.: FA-5011400-3022254e
Address Reference: **3 Pels on Dedeaux Road, Gulfport, MS 39503**
Date of Policy: **June 28, 2021 at 8:00 AM** Amount of Insurance: **\$352,500.00**
(or the date and time of recording of the instrument
Vesting insured title, whichever is later)

1. Name of Insured:
Blessed Investments Team, LLC
2. The estate or interest in the Land that is insured by this policy is:
FEE SIMPLE
3. Title is vested in:
Blessed Investments Team, LLC
4. The land referred to in this Policy is described as follows:
See Schedule A (Continued) attached hereto and made a part hereof

Laura F. Paulk, PLLC

By : _____

Authorized Signatory

First American Title Insurance Company

SCHEDULE A (Continued)

Agent's File No.: 2107400

Policy No.: FA-5011400-3022254e

Legal Description

TRACT I: (Parcel No. 0808O-02-015.000 and Parcel No. 0808O-02-019.000)

The South 250 feet of Lots 6 and 7, Block 15, Pecan Grove Truck Farms Addition Resurvey, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

AND ALSO: The East 1/2 of the SE 1/4 of the NW 1/4 of the SW 1/4 of Section 10, Township 7 South, Range 11 West, LESS AND EXCEPT therefrom the right of way now used as a public road, said property being situated in the First Judicial District of Harrison County, Mississippi. (This "And Also" description is specifically for Parcel No. 0808O-02-019.000)

TOGETHER WITH an exclusive, perpetual easement for ingress and egress over the following described property:

The West 35 feet of Lots 5 and 6, Block 14 and the West 35 feet of Lot 5 and the West 35 feet of the North 65 feet of Lot 6, Block 15 of the Re-Survey of Pecan Grove Truck Farm Addition in Section 10, Township 7 South, Range 11 West, Harrison County, Mississippi in Plat Book 6 at Page 21 (Copy Book 3 at Page 211) on file in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

LESS AND EXCEPT that portion of the above described property lying within the new right of way of Dedeaux Road.

LESS AND EXCEPT the South 24.09 feet of the East 10 feet of the West 35 feet of Lot 5, Block 14 and the North 41.42 feet of the East 10 feet of the West 35 feet of Lot 6, Block 14, Re-Survey of Pecan Grove Truck Farm Addition, City of Gulfport, Harrison County, Mississippi.

TRACT II: (Parcel No. 0808O-02-016.000)

A parcel of land situated in the Northeast quarter of the Southwest quarter of Section 10, Township 7 South, Range 11 West, City of Gulfport, Harrison County, Mississippi said being part of Blocks 14 and 16, Resurvey of Pecan Grove Truck Farms and being further described as follows:

Commencing at a 1/2 inch iron rod found denoting the intersection of the West right of way line of 1st Avenue as per the recorded plat of the Resurvey of Pecan Grove Truck Farms in Plat Book 3 at Page 211 with the existing South right of way line of Dedeaux Road, said rod also being the Northeast corner of the property belonging, now or formerly, to Jeffery and Rita Buck as per Instrument #2005-21506-D-J1; thence run along said South right of way South 89 degrees 46 minutes 52 seconds East for a distance of 15.00 feet to a 1/2 inch iron rod set on the East right of way line of 1st Avenue and the Point of Beginning; thence continue along said South right of way line run South 89 degrees 46 minutes 52 seconds East for a distance of 75.26 feet to a 1/2 inch iron rod set; thence run South 00 degrees 13 minutes 08 seconds West for a distance of 50.00 feet to a

First American Title Insurance Company

SCHEDULE A (Continued)

Agent's File No.: 2107400

Policy No.: FA-5011400-3022254e

1/2 inch iron rod set; thence run South 89 degrees 46 minutes 52 seconds East for a distance of 75.00 feet to a 1/2 inch iron rod set; thence run North 00 degrees 13 minutes 08 seconds East for a distance of 50.00 feet to a 1/2 inch iron rod set; thence run South 89 degrees 46 minutes 52 seconds East for a distance of 96.10 feet to a 1/2 inch iron rod set; thence departing said South right of way line run South 00 degrees 16 minutes 20 seconds West for a distance of 110.79 feet to a 1/2 inch iron rod set; thence run South 89 degrees 43 minutes 52 seconds East for a distance of 87.00 feet to a 1/2 inch iron rod set; thence run South 00 degrees 16 minutes 20 seconds West for a distance of 110.89 feet to a 1/2 inch iron rod set; thence run South 89 degrees 43 minutes 23 seconds East for a distance of 165.00 feet to a 1/2 inch iron rod set; thence run South 00 degrees 16 minutes 38 seconds West for a distance of 69.37 feet to a 1/2 inch iron rod set; thence run South 89 degrees 43 minutes 22 seconds East for a distance of 126.00 feet to a 1/2 inch iron rod set on the West right of way line of Tanner Road; thence run along said West right of way line South 00 degrees 16 minutes 38 seconds West for a distance of 330.00 feet to a 1/2 inch iron rod set; thence departing said right of way line run North 89 degrees 42 minutes 10 seconds West a distance of 125.83 feet to a 1/2 inch iron rod set; thence run South 00 degrees 23 minutes 48 seconds West for a distance of 640.67 feet to a 1/2 inch iron rod set; thence run North 89 degrees 43 minutes 23 seconds West for a distance of 252.00 feet to a 1/2 inch iron rod set; thence run North 00 degrees 33 minutes 47 seconds East for a distance of 250.00 feet to a 1/2 inch iron rod set; thence North 89 degrees 43 minutes 23 seconds West for a distance of 252.00 feet to a 1 1/2 inch iron pipe found; thence run North 00 degrees 35 minutes 27 seconds East for a distance of 1011.36 feet to the Point of Beginning. Said property being one and the same as Parcel A as described in Instrument Number 2016 9017D-J1 as recorded in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

First American Title Insurance Company

SCHEDULE B EXCEPTIONS FROM COVERAGE

Agent's File No.: 2107400

Policy No.: FA-5011400-3022254e

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees, or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, limestone, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
6. Any dispute as to the boundaries caused by a change in the location or any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously, under water.
7. Taxes and assessments for the year 2021 and subsequent years and not yet due and payable.
8. Matters appearing on the plat recorded in Plat Book 6, Page(s) 21. (TRACT I), including, but not limited to, any building setback lines and/or easements lying within the lot(s) described in Schedule "A".
9. Matters appearing on the plat recorded in Instrument 2016-9017D-J1 (TRACT II), including, but not limited to, any building setback lines and/or easements lying within the lot(s) described in Schedule "A".
10. Easement to Kenneth R. Bradley and Jerry E. Bradley, recorded in Book 1492 at Page 227. (TRACT I)
11. A twenty foot wide Right of Way Perpetual Easement for drainage purposes for Dedeaux Road to Harrison County, Mississippi, recorded in Book 1161 at Page 103.
12. A twenty foot wide Right of Way and Perpetual Easement for drainage purposes for Dedeaux Road to Harrison County, Mississippi, recorded in Book 1161 at Page 109.
13. A Perpetual Permanent Easement and a Temporary Construction Easement and Right of Way for the widening and improvement of Dedeaux Road and for construction, installation and maintenance of any and all related street, drainage, sidewalk and utility facilities to City of Gulfport, Mississippi, recorded in Book 1380 at Page 547.

First American Title Insurance Company

Agent's File No.: 2107400

Policy No.: FA-5011400-3022254e

Note: All of the recording information contained herein refers to the Public Records of Harrison County, Mississippi, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

**DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR
SOUTHERN BREEZE ESTATES SUBDIVISION
HARRISON COUNTY, MISSISSIPPI**

**DECLARANT
BLESSED INVESTMENTS TEAM, LLC**

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SOUTHERN BREEZE SUBDIVISION**

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**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SOUTHERN BREEZE SUBDIVISION**

STATE OF MISSISSIPPI

COUNTY OF HARRISON

DATE OF SIGNING: _____

BE IT KNOWN, that on the date set forth above, this Declaration of Covenants and Restrictions (this "**Declaration**") for the above-named subdivision of the Property (as defined below) is made by BLESSED TEAM INVESTMENTS, LLC, ("**Declarant**"), a Mississippi limited liability company, by and through its duly authorized below-named representatives, who did depose and say that Declarant owns certain immovable property located in the above-named County and described in Exhibit A attached hereto together with the improvements thereon (collectively the "**Initial Property**").

WHEREAS, Declarant desires to establish a general plan of development for the Property (defined below) and to provide for the operation, administration, and maintenance of the Property (defined below) or portions of the Property. Declarant deems it advisable to create a residential planned community on the Property, with a homeowners association to perform the functions and activities more fully described in this Declaration and the other Community Documents.

NOW THEREFORE, Declarant hereby establishes and imposes the following building, use and subdivision restrictions and restrictive covenants as charges affecting the Property:

**ARTICLE 1
DEFINITIONS**

The terms used in this Declaration will generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms in this Declaration (including the capitalized terms used above) will be defined as set forth in this Article 1. Additional terms may be defined in the body of this Declaration.

1.1. Intentionally omitted

1.2. "**Additional Land**" means immovable property which may be, following the recordation of this Declaration and as of the date of any identification of Additional Land, added to the Property and subjected to this Declaration by Declarant, as described in Section 15.5.2, or as otherwise permitted in Section 2.2.

1.3. "**Architectural Reviewer**" means the entity having jurisdiction over a particular application for architectural approval. During the Development Period, the Architectural Reviewer is Declarant, Declarant's designee, or Declarant's delegatee. Thereafter, the Board-appointed Architectural Control Committee is the Architectural Reviewer.

1.4. "**Articles of Incorporation**" or "**Articles**" means the Articles of Incorporation of the Association, as filed with the Secretary of State for the State of Mississippi, as amended from time to time.

1.5. "**Assessment**" means any charge levied against a Lot or Owner by the Association, pursuant to this Declaration, any other Community Documents or law of the State of Mississippi.

1.6. **"Association"** means the _____ ASSOCIATION, INC., a Mississippi not-for-profit corporation, its successors and assigns, whose members are the Owners, and who is responsible for maintaining the Common Area of those portions of the Property in Southern Breeze Subdivision designated as residential on the Initial Plat and enforcing this Declaration in accordance with the terms and provisions of this Declaration. The Association is an association of Owners of all Lots in the Property serving as a "homeowners association". Said Association may be set up in the future.

1.7. **"Board"** means the Board of Directors of the Association.

1.8. **"Builder"** means any Person, other than Declarant or a Declarant Affiliate, who purchases: (i) one (1) or more Lots for the purpose of constructing Improvements for later sale to consumers, or (ii) parcels of land within the Property for further subdivision, development, and/or resale in the ordinary course of such Person's business. A Builder ceases to be a "Builder" as to a particular Lot if the Builder (or a Person authorized by Builder) occupies improvements constructed on that Lot as a residence; the Builder's status as a "Builder" continues with respect to any other: (a) Lots purchased for the purpose of constructing Improvements for later sale to consumers and which do not have improvements constructed thereon occupied by a Person as a residence, or (b) parcels of land purchased within the Property for further subdivision, development, and/or resale in the ordinary course of such Person's business and which do not have improvements constructed thereon which are occupied by a Person as a residence.

1.9. **"Bylaws"** means the Bylaws of the Association, as amended from time to time.

1.10. **"Common Area"** means portions of immovable property and improvements thereon that are owned and/or maintained by the Association, and as the term is defined in Section 1141.2(2) of the Act.

1.11. **"Community Documents"** means, singly or collectively as the case may be, this Declaration, the subdivision Plat, the Bylaws of the Association, the Association's Articles of Incorporation, and any rules of the Association, as any of these may be amended from time to time.

1.12. **"Declarant"** means Blessed Investments Team, LLC, which is developing the Property, or the successors and assigns of Blessed Investments Team, LLC, which are designated a Successor Declarant by Blessed Investments Team, LLC, or by any such successor and assign, in a recorded document, executed by both Declarant and Successor Declarant in the case of a voluntary assignment. In executing this instrument, Declarant is the appearer.

1.13. **"Declarant Affiliate"** means a Person (other than Declarant) that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control, with Declarant. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Declarant, whether through the ownership of voting securities, by contract or otherwise.

1.14. **"Declaration"** means this document, as it may be amended from time to time.

1.15. **"Development Period"** means that period of time during which Declarant has certain rights pursuant to this Agreement, such as rights relating to governance, architectural control, development, construction, expansion, and marketing of the Property. The Development Period is for a term of years and does not require that Declarant own land described in Exhibit A or any Additional Land. The duration of the Development Period will be from the date this Declaration is recorded until the later of (1) 20 years after this Declaration is recorded, or (2) 60 days after title to one hundred percent (100%) of the Lots that may be created in the Property (including without limitation any and all Additional Land) have been improved with dwellings and conveyed to Owners other than Declarant, a Declarant Affiliate, or Builders. Notwithstanding the foregoing, Declarant may voluntarily terminate the Development Period with a written notice executed by Declarant and recorded in the conveyance records of the County.

1.16. **"Governmental Authority"** means any, each and all of the following: (a) the United States of America, (b) the State of Mississippi, (c) any other State of the United States of America, (d) any political subdivision of any of the foregoing, (e) any agency, department, commission, board or bureau of any of the

foregoing, and (f) any county, municipality, tribunal, instrumentality or court having jurisdiction over Southern Breeze Subdivision or any of the uses that may be made of Lots or other portions of said Subdivision .

1.17. "Lot" means a portion of the Property intended for independent ownership and residential use. As a defined term, "Lot" does not refer to Common Areas, even if platted and numbered as a lot. Where the context indicates or requires, "Lot" includes all improvements thereon and any portion of a right-of-way that customarily is used exclusively by and in connection with the Lot.

1.18. "Member" means a Person entitled to membership in an Association, as provided in Section 7.2, with voting rights as set forth in Section 7.3. A Member will also mean an Owner. If multiple Persons own a Lot, the Owners of that Lot will, collectively, constitute one (1) Member as Owner of that Lot.

1.19. "Owner" means a holder of recorded fee simple title to a Lot. Every Owner is a Member.

1.20. "County" means the county in which the Property is located.

1.21. "Person" means any natural person, corporation, limited liability company, partnership, trustee, joint venture, association, joint stock company, trust, unincorporated organization, Governmental Authority, government or any agency or political subdivision of a Governmental Authority, or any other form of entity.

1.22. "Plat" means all subdivision plats, singly and collectively, recorded in the conveyance records of the above-named County, pertaining to the Property, including all dedications, limitations, restrictions, servitudes, notes, and reservations shown on the plat, as it may be amended from time to time.

1.23. "Property" and "SOUTHERN BREEZE SUBDIVISION" and "the Subdivision" all mean and include the land described in Exhibit A of this Declaration together with all Additional Land, and includes every Lot and any Common Area thereon and all improvements, servitudes, easements, rights, and appurtenances to the said Common Area, all of which are subject to this Declaration. The Property (i.e., **SOUTHERN BREEZE SUBDIVISION**) is a "residential planned community". Whenever a situation arises where it is necessary or otherwise relevant to identify the Property, the Property at the time of such identification will include: (a) the land described on Exhibit A of this Declaration; (b) all Additional Land added to the Property at that time of such identification of the Property as provided in Section 15.5.2, or as otherwise permitted in Section 2.2; and (c) every Lot and any Common Area thereon and all improvements, servitudes, easements, rights, and appurtenances to the said Common Area, as of the time of such determination. All references to Property in this Declaration will always be interpreted as including the Additional Land added to the Property at that time of such identification of the Property as provided in Section 15.5.2, or as otherwise permitted in Section 2.2.

1.24. "Unilaterally" means that the Declarant may take the authorized action without the consent, approval, vote, or joinder of any other person, such as Owners, mortgagees, and the Association.

ARTICLE 2 **THE PROPERTY**

2.1. GENERAL PROVISIONS. The terms of this Declaration constitute building restrictions, covenants and real rights running with the Property, which will run with title to the Property and will be binding on the Property and on all parties having or acquiring any right, title, or interest in the Property, their heirs, successors, and assigns, and all parties claiming under them. The Property will be held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to this Declaration, even if the Declaration is not specifically referred to in the instrument of sale, transfer, lease or encumbrance.

2.2. ADDITIONAL PROPERTY. Additional immovable property may be annexed to the Property and subjected to the Declaration and the jurisdiction of the Association on approval of Owners representing at least two-thirds of the Lots in the Property, or, during the Development Period, by Declarant as permitted in Article 15. Annexation of additional property is accomplished by recording a supplemental declaration, or amendment of annexation, including an amendment of Exhibit A, in the conveyance records of the County.

2.3 ADJACENT LAND USE. The Association and Declarant make no representation of any kind as to the current or future uses, actual or permitted, of any land that is adjacent to or near the Property, regardless of what the Plat shows as potential uses of adjoining land.

ARTICLE 3 **PROPERTY SERVITUDES AND RIGHTS**

3.1 DECLARANT RIGHTS. A number of provisions in the Declaration are modified by Declarant's rights and reservations under the Declaration during the Development Period. These rights and reservations are found in Article 15 of this Declaration, which controls over anything to the contrary elsewhere in this Declaration.

3.2 OWNER'S RIGHT TO BUILD. That a Lot remains vacant and unimproved for a period of years, even decades, does not diminish the right of the Owner to construct improvements on the Lot, nor does a vacant Lot enlarge the rights of Owners of neighboring Lots, who may have become so accustomed to the open space that they expect it to remain unimproved forever.

3.3. ASSOCIATION'S ACCESS SERVITUDE. Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, grants to the Association a servitude of access and entry over, across, under, and through the Property, including without limitation all Common Areas and the Owner's Lot and all improvements thereon - for the below-described purposes.

3.3.1. Purposes. Subject to the limitations stated below, the Association may exercise this servitude of access and entry for the following express purposes:

- a. To inspect the property for compliance with maintenance and architectural standards.
- b. To perform maintenance that is permitted or required of the Association by the Community Documents or by applicable law.
- c. To perform maintenance that is permitted or required of the Owner by the Community Documents or by applicable law, if the Owner fails or refuses to perform such maintenance.
- d. To enforce architectural standards.
- e. To enforce use restrictions.
- f. The exercise of self-help remedies permitted by the Community Documents or by applicable law.
- g. To enforce any other provision of the Community Documents.
- h. To respond to emergencies.
- i. To grant servitudes to utility providers as may be necessary to install, maintain, and inspect utilities serving any portion of the Property.
- j. To perform any and all functions or duties of the Association as permitted or required by the Community Documents or by applicable law.

3.3.2. Limitations. If the exercise of this servitude requires entry onto an Owner's Lot, including into an Owner's fenced yard, the entry will be during reasonable hours and after notice to the Owner. This Subsection does not apply to situations that - at time of entry - are deemed to be emergencies that may result in imminent damage to or loss of life or property. In exercising this servitude on an Owner's Lot, the Association is not liable to the Owner for trespass.

3.4. SECURITY. The Association may, but is not obligated to, maintain or support certain activities within the Property designed to improve safety in or on the Property. Each Owner and resident acknowledges and agrees, for himself and his guests, that Declarant, the Association, and their respective directors, officers, committees, agents, and employees are not providers, insurers, or guarantors of security within the Property. Each Owner and resident acknowledges and accepts his sole responsibility to provide security for his own person and property and assumes all risks for loss or damage to the same. Each Owner and resident acknowledges and agrees that Declarant, the Association, and their respective directors, officers, committees, agents, and employees may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

ARTICLE 4 **COMMON AREA**

4.1. OWNERSHIP. The designation of immovable property as a Common Area is determined by the Plat and this Declaration, and not by the ownership of the property. At its expense, Declarant may install, construct, or authorize certain improvements on Common Areas in connection with the initial development of the Property. Thereafter, all costs attributable to Common Areas, such as maintenance, property taxes, insurance, and enhancements, are automatically the responsibility of the Association, regardless of the nature of title to the Common Areas, unless this Declaration elsewhere provides for a different allocation for a specific Common Area.

4.2. ACCEPTANCE. By accepting an interest in or title to a Lot, each Owner is deemed (1) to accept the Common Area of the Property, and any improvement thereon, in its then-existing "AS IS" condition; (2) to acknowledge the authority of the Association, acting through its Board, for all decisions pertaining to the Common Area; (3) to acknowledge that transfer of a Common Area's title to the Association by or through the Declarant is a ministerial task that does not require acceptance by the Association; and (4) to acknowledge the continuity of maintenance of the Common Area, regardless of changes in the Association's Board or management.

4.3. COMPONENTS. The Common Area of the Property consists of the following components on or adjacent to the Property, even if located on a Lot or a public right-of-way:

- a. all of the Property, save and except the Lots;
- b. any area shown on the Plat as a Common Area or an area to be maintained by the Association;
- c. the entry feature, screening feature, and sign monument - if any;
- d. any modification, replacement, or addition to any of the above-described areas and improvements; and
- e. movable property owned by the Association, such as books and records, office equipment, and supplies.

4.4. LIMITED COMMON AREA. If it is in the best interest of the Association, a portion of the Common Area may be licensed, leased, or allocated to one or more Lots for their sole and exclusive use, as a limited Common Area ("**Limited Common Area**"), whether or not the area is so designated on the Plat. Inherent in the limiting of a Common Area, maintenance of the Limited Common Area becomes the responsibility of the Owner, rather than the Association. For example, a Common Area that is difficult to access and maintain except via the adjoining Lot might be a candidate for Limited Common Area.

ARTICLE 5 **ARCHITECTURAL COVENANTS**

5.1. PURPOSE. Because the Lots are part of a single, unified community, this Declaration creates rights to regulate the design, use, and appearance of the Lots and Common Areas in order to preserve and enhance the Property's value and architectural harmony. One purpose of this Article is to promote and ensure the level of taste, design, quality, and harmony by which the Property is developed and maintained. Another purpose is to prevent improvements and modifications that may be widely considered to be radical, curious, odd, bizarre, or peculiar in comparison to then existing improvements. A third purpose is to regulate the appearance of every aspect of proposed or existing improvements on a Lot. During the Development Period, a primary purpose of this Article is to reserve and preserve Declarant's right of architectural control.

5.2. ARCHITECTURAL CONTROL DURING THE DEVELOPMENT PERIOD. During the Development Period, neither the Association, the Board, nor a committee appointed by the Association or Board (no matter how the committee is named) may involve itself with the approval of new improvements on vacant Lots. During the Development Period, the Architectural Reviewer for new improvements on vacant Lots is the Declarant or its delegates.

5.2.1. Declarant's Rights Reserved. Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees that Declarant has a substantial interest in ensuring that the improvements within the Property enhance Declarant's reputation as a community developer and do not impair Declarant's ability to sell homes constructed within the Property. Accordingly, each Owner agrees that, during the Development Period, no improvements will be started or progressed on Owner's Lot without the prior written approval of Declarant, which approval may be granted or withheld at Declarant's sole discretion. In reviewing and acting on an application for approval, Declarant may act solely in its self-interest and owes no duty to any other person or any organization. Declarant may designate one or more persons from time to time to act on its behalf in reviewing and responding to applications.

5.2.2. Delegation by Declarant. During the Development Period, Declarant may from time to time, but is not obligated to, delegate all or a portion of its reserved rights under this Article to (a) a modifications or architectural committee appointed by Declarant or by the Board, (b) a modifications or architectural committee elected by the Members, or (c) a committee comprised of architects, engineers, or other persons who may or may not be Members. Any such delegation must be in writing and must specify the scope of delegated responsibilities. At all times during the Development period, Declarant may Unilaterally do any of the following, one or more times, to-wit: (i) revoke such delegation at any time and reassume jurisdiction over the matters previously delegated, and (ii) veto any decision which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason.

5.3. ARCHITECTURAL CONTROL BY ASSOCIATION. Unless and until such time as Declarant delegates all or a portion of its reserved rights to the Architectural Control Committee (the "ACC"), or the Development Period is terminated or expires, the Association has no jurisdiction over architectural matters. On termination or expiration of the Development Period, or earlier if delegated in writing by Declarant, the Association, acting through the ACC, will assume jurisdiction over architectural control; during the Development Period, any such assumption of jurisdiction by the Association will be subject to Declarant's rights as provided in the last sentence of Section 5.2.2.

5.3.1. The ACC is an agency, department or division of the Association, and has the right (after expiration of the Development Period, or earlier if delegated in writing by Declarant) to exercise control over all construction within the Property and review all modifications to structures and Improvements, including but not limited to painting, renovations, and landscaping. Notwithstanding any inference to the contrary, during the Development Period the ACC will be appointed by Declarant unless Declarant expressly waives in writing its right to appoint the ACC; any such waiver may be thereafter revoked by Declarant and in the event of any such revocation, Declarant may dismiss the members of the ACC at that time and appoint other members of the ACC. The ACC will consist of three (3) members. Should such Board wish to declare that there be an increase in the number of members serving on the ACC, it may do so at a regularly called meeting of the Board, except that during the Class B Control Period, no change in the members of the ACC may be made by the Board without the approval of Declarant. The members of the ACC need not be Members or representatives of Members, and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, will be established from time to time by the Board. The Board may establish and

charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. In addition, the ACC may, with the prior approval of the Board, retain architects, engineers or other professionals to assist in the review of any application and the Association may charge any fees incurred for such assistance to the applicant. The ACC may also establish a Modifications Committee, with the approval of the Board, to review and approve any proposed modifications of Property.

5.3.2. The professionals and staff assisting the ACC may be paid reasonable compensation for service on the ACC, as determined from time to time by the Board. All members of the ACC will be reimbursed by the Association for their respective expenses incurred in furtherance of the authorized activities of the ACC, subject to review and approval by the Board. All members of the ACC may be paid compensation for their time and efforts in serving on the ACC if such compensation is approved and authorized by the Board.

5.3.3. The Association will be responsible for all reasonable costs of operation of the ACC. Each Owner submitting plans for the construction or modification of Improvements on any Lot will submit with such plans a payment of Three Hundred Dollars (\$300) as a nonrefundable "**Review Fee**", and that payment will be made to the Association. The standard Review Fee will be used by the Association to defray the costs and expenses incurred by the ACC and the fees and compensation paid, if any, to staff, other professionals and members of the ACC. From time to time, the Board, in its sole discretion, may increase or decrease the amount of the standard Review Fee, but in no event will the standard Review Fee charged in any one (1) calendar year exceed 110% of the standard Review Fee charged during the preceding calendar year; further, the Board in any one situation may waive or reduce the standard Review Fee. Should the ACC reject, and/or require modifications or changes, to any plans and/or specifications due to deviations in said plans or specifications from the Community Documents, then and in that event the Owner who submitted said plans and specifications will pay another review fee of Three Hundred Dollars (\$300) (or such amount as the said Review Fee may have been increased to by the Board). When an Owner resubmits revised plans and specifications, the Board or the ACC will have the discretion to waive any such additional review fees if, in its sole discretion, it determines that the deviations from the Community Documents were not significant. During the Development Period and prior to any delegation by Declarant to the ACC of rights reserved to Declarant under Section 5.2 of this Declaration, Declarant may, in its discretion, require an Owner to pay the same Review Fee which the ACC will have a right to collect if and when the ACC is delegated the right to approve plans for the construction or modification of improvements on Lots.

5.3.4. The ACC may employ personnel or contract with individuals or companies as necessary to assist in the review process, as authorized pursuant to the budget for the ACC, as established by the Board. All such personnel, individuals and/or companies employed or contracted with by the ACC will be considered as employees and/or independent contractors of the Association.

5.3.5. The ACC is authorized to adopt rules and procedures and to adopt, from time to time, amendments to said rules and procedures for the conduct of its business, consistent with the provisions of this Declaration. Any Owner will be provided with a copy of such rules and procedures within fifteen (15) days of submission of a written request to the Board.

5.4. LIMITS ON LIABILITY. The Architectural Reviewer has sole discretion with respect to taste, design, and all standards specified by this Article. The Architectural Reviewer and each of its members has no liability for decisions made in good faith by the Architectural Reviewer and which are not arbitrary or capricious. The Architectural Reviewer is not responsible for: (1) errors in or omissions from the plans and specifications submitted to the Architectural Reviewer, (2) supervising construction for the Owner's compliance with approved plans and specifications, or (3) the compliance of the Owner's plans and specifications with governmental codes and ordinances, state and federal laws.

5.5. PROHIBITION OF CONSTRUCTION, ALTERATION AND IMPROVEMENT. Without the Architectural Reviewer's prior written approval, a person may not construct a dwelling or make an addition, alteration, improvement, installation, modification, redecoration, or reconstruction of or to the Property or to a building (including without limitation dwellings) on the Property, if the proposed dwelling or any addition, alteration, improvement, installation, modification, redecoration, or reconstruction, will be visible from a street, another Lot, or the Common Area. Any construction, addition, alteration, improvement, installation,

modification, redecoration, or reconstruction of or to the Property or to a building (including without limitation dwellings) must be in accordance with the construction specifications described in Exhibit B. The Architectural Reviewer has the right but not the duty to evaluate every aspect of construction, landscaping, and property use that may adversely affect the general value or appearance of the Property.

5.6. ARCHITECTURAL APPROVAL. To request architectural approval, an Owner must make written application to the Architectural Reviewer and submit 2 identical sets of plans and specifications showing the nature, kind, shape, color, size, materials, and locations of the work to be performed. In support of the application, the Owner may but is not required to submit letters of support or non-opposition from Owners of Lots that may be affected by the proposed change. The application must clearly identify any requirement of this Declaration for which a variance is sought. The Architectural Reviewer will return one set of plans and specifications to the applicant marked with the Architectural Reviewer's response, such as "Approved," "Denied," or "More Information Required." The Architectural Reviewer will retain the other set of plans and specifications, together with the application, for the Architectural Reviewer's files. Oral approval by an Architectural Reviewer, the Declarant, an Association director or officer, a member of the ACC, or the Association's managing agent does not constitute architectural approval by the appropriate Architectural Reviewer, which must be in writing.

5.6.1. Deemed Approval. The applicant may presume that his request has been approved by the Architectural Reviewer (a) if the applicant has not received the Architectural Reviewer's written response - approving, denying, or requesting additional information - within 60 days after delivering his complete application to the Architectural Reviewer, and (b) if the proposed improvement or modification strictly conforms to requirements and construction specifications contained in this Declaration and in any design guidelines for the Property in effect at the time of application. If those conditions are satisfied, the Owner may proceed with the improvement, provided he adheres to the plans and specifications which accompanied his application, and provided he initiates and completes the improvement in a timely manner. In exercising deemed approval, the burden is on the Owner to document the Architectural Reviewer's actual receipt of the Owner's complete application. Under no circumstance may approval of the Architectural Reviewer be deemed, implied, or presumed for an improvement or modification that would require a variance from the requirements and construction specifications contained in this Declaration and in any design guidelines for the Property in effect at the time of application.

5.6.2. Building Permit. If the application is for work that requires a building permit from a governmental body, the Architectural Reviewer's approval is conditioned on the issuance of the appropriate permit. The Architectural Reviewer's approval of plans and specifications does not mean that they comply with the requirements of the governmental body. Alternatively, governmental approval does not ensure Architectural Reviewer approval.

5.6.3. Declarant Approved. Notwithstanding anything to the contrary in this Declaration, any improvement to the Property made or approved by Declarant during the Development Period is deemed to have been approved by the Architectural Reviewer.

ARTICLE 6 **USE RESTRICTIONS**

6.1. VARIANCE. The use of the Property is subject to the restrictions contained in this Article, and subject to rules adopted pursuant to this Article. The Declarant, during the Development Period, or the Board, thereafter, may grant a variance or waiver of a restriction or rule on a case-by-case basis when unique circumstances dictate and may limit or condition its grant. To be effective, a variance must be in writing. The grant of a variance does not effect a waiver or estoppel of the right to deny a variance in other circumstances. Approval of a variance or waiver may not be deemed, implied, or presumed under any circumstance.

6.2. LIMITS TO RIGHTS. No right granted to an Owner by this Article or by any provision of the Community Documents is absolute. The Community Documents grant rights with the expectation that the rights will be exercised in ways, places, and times that are customary for the neighborhood. This Article and the Community Documents as a whole do not try to anticipate and address every creative interpretation of the restrictions. The rights granted by this Article and the Community Documents are at all times subject to the

Board's determination that a particular interpretation and exercise of a right is significantly inappropriate, unattractive, or otherwise unsuitable for the neighborhood, and thus constitutes a violation of the Community Documents. In other words, the exercise of a right or restriction must comply with the spirit of the restriction as well as with the letter of the restriction.

6.3. ASSOCIATION'S RIGHT TO PROMULGATE RULES. The Association, acting through its Board, is granted the right to adopt, amend, repeal, and enforce reasonable rules, and penalties for infractions of the adopted rules, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property.

6.4. ANIMAL RESTRICTIONS. No animal, bird, fish, reptile, or insect of any kind may be kept, maintained, raised, or bred anywhere on the Property for any commercial purpose or for food. The only animals permitted on the Property are customary domesticated household pets, which may be kept subject to rules adopted by the Board. Pets must be kept in a manner that does not disturb the peaceful enjoyment of residents of other Lots.

6.5. ANNOYANCE. No Lot or Common Area may be used in any way that: (a) may reasonably be considered annoying to neighbors; (b) may be calculated to reduce the desirability of the Property as a residential neighborhood; (c) may endanger the health or safety of residents of other Lots; (d) may result in the cancellation of insurance on the Property; (e) that displays any item that is deemed patently offensive in the sole discretion of the Board; or (f) violates any law. The Board has the sole authority to determine what constitutes an annoyance.

6.6. APPEARANCE. Both the Lot and the dwelling must be maintained in a manner so as not to be unsightly when viewed from the street or neighboring Lots. The Architectural Reviewer is the arbitrator of acceptable appearance standards.

6.7. ARTIFICIAL VEGETATION. Artificial grass, plants or other artificial vegetation must not be placed or maintained upon the exterior portion of any Lot unless approved by the Board.

6.8. BUSINESS USE. A resident may use a dwelling for business uses, such as telecommuting, personal business, and professional pursuits, provided that: (a) the uses are incidental to the primary use of the dwelling as a residence; (b) the uses conform to applicable governmental ordinances; (c) the uses do not entail visits to the Lot by employees or the public in quantities that materially increase the number of vehicles parked on the street; and (d) the uses do not interfere with the residential use and enjoyment of neighboring Lots by other residents.

6.9. DECLARANT RIGHTS. Declarant has reserved a number of rights to use the Property in ways that are not available to other Owners and residents, as provided in Article 15 of this Declaration. Declarant's exercise of any right granted to it during the Development Period that appears to violate a rule adopted by the Association or a use restriction included in this Article 6 does not constitute waiver or abandonment of the rule or use restriction by the Association as applied to Owners other than Declarant.

6.10. EQUIPMENT, STRUCTURES AND PERSONAL PROPERTY. Except as provided in Section 6.41, sports or play equipment, or other items of personal property on any lot must be placed and remain behind the rear elevation of the dwelling and must be in compliance with Section 6.40.

6.11. DRAINAGE. No person may interfere with the established drainage pattern over any part of the Property unless an adequate alternative provision for proper drainage has been approved by the Board.

6.12. FENCES. All fences must be maintained and kept in good repair so as not to detract from the appearance of the development. This Section is subject to the Architectural Reviewer's right to adopt additional or different specifications for construction or reconstruction of fences. Fences must be made of masonry, wood, or other Architectural Reviewer-approved material and may not exceed 6 feet. Any portion of a fence that faces a street, alley, or Common Area must have a "finished side" appearance. Retaining walls must be constructed entirely with Architectural Reviewer-approved materials, however railroad ties may not be used for a retaining wall visible from a street. Fences may not be constructed between a dwelling's front

building line and the street. The use of barbed wire and chain link fencing is prohibited. The use or application of a stain that cures in a solid color or paint is prohibited. Wood fences may be left in their natural state. No wood fence may be stained to alter the fence color from a natural wood color. Without prior approval of the Architectural Reviewer, clear sealants may be applied. For lots adjacent to the lake/pond on its rear dimension, on said dimension, fencing is required extending six feet on the side dimension from the pond/lake; aluminum or iron fencing, black in color, is required 4 feet on the rear dimension from the corner common to the side dimension; the side dimension fence tapering down to 4 feet to meet the rear four foot fence.

6.13. GARAGES. Garage doors must be kept closed, except when vehicles are entering or leaving the Garage. No Garage intended for, or used for, a recreational vehicle, camper, motor home or similar vehicle will be permitted unless specifically approved by the Architectural Control Committee, after submission by homeowner of plans and specifications that must be consistent with the subdivision standards and aesthetic qualities. Such vehicles may be kept on the Lot by an owner only if such a vehicle remains in an approved permitted garage.

6.14 MOVABLE STRUCTURES AND OUTBUILDINGS. No structure or any type, dwelling or otherwise, may be moved onto any Lot in the development except as expressly approved by the Board. Outbuildings must be installed in the rear yard behind an approved fence. Metal buildings are prohibited.

6.15. NOISE AND ODOR. A resident must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb or annoy residents of neighboring Lots. The rules may prohibit the use of noise-producing security devices.

6.16. OCCUPANCY. Other than the completed principal dwelling, no thing or structure on a Lot may be occupied as a residence at any time by any person. This provision applies, without limitation, to the garage, mobile homes, campers, and storage sheds.

6.17. RESIDENTIAL USE. The use of a Lot (other than a Lot designated on a Plat for use as a park, or other Common Area) is limited exclusively to residential purposes or any other use expressly permitted by this Declaration, including limited business uses described above.

6.18. SCREENING. An Owner may be required to screen anything determined by the Architectural Reviewer to be unsightly or inappropriate for a residential subdivision. Screening may be achieved with fencing or with plant material, such as trees and bushes, or any combination of these. If plant material is used, a reasonable period of time is permitted for the plants to reach maturity as an effective screen. As used in this Section 6.18, "**screened from view**" refers to the view of a person in a passenger vehicle driving on a street or alley, or the view of a person of average height standing in the middle of a yard of an adjoining Lot.

6.19. TANKS. No tanks of any kind (including tanks for storage of fuel) may be erected, placed or maintained on any Lot unless such tanks are buried underground. Propane or similar fuel tanks with capacities of ten (10) gallons or less are allowed.

6.20. TELEVISION/SATELLITE DISHES. No television antenna, receiving "dish", radio receiver or sender or other similar device shall be attached to or installed on any Lot or structure within the Subdivision except in compliance with this Section 6.20. Each resident of the Subdivision will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, electronic, microwave, cable, or satellite reception on the Subdivision. Antennas, satellite or microwave dishes, and receiving or transmitting towers that are visible from a street or from another Lot are prohibited within the Property, with the exception of an Antenna (as defined below) which are permitted if located (a) inside the structure (such as in an attic or garage) so as not to be visible from outside the structure, (b) in a fenced yard not higher than 6 feet from the ground, or (c) attached to or mounted on the rear wall of a structure below the eaves. A reception-only satellite dish, one meter or less in diameter, may be mounted on the eave of a dwelling not less than 15 feet from the front elevation of the dwelling. As used in this Section 6.20, the term "**Antenna**" means one of the following: (i) reception-only antennas or satellite dishes designed to receive television broadcast signals, (ii) antennas or satellite dishes that are one meter or less in diameter and

designed to receive direct broadcast satellite service (DBS), or (iii) antennas or satellite dishes that are one meter or less in diameter or diagonal measurement and designed to receive video programming services via multipoint distribution services (MDS). If an Owner determines that an Antenna cannot be located in compliance with the above guidelines without precluding reception of an acceptable quality signal, the Owner may install the Antenna, with prior ACC approval, in the least conspicuous location on the Lot where an acceptable quality signal can be obtained, but in any event the Antenna must not be located where it is visible from a street contiguous with the Lot on which the Antenna is to be installed. The Association may adopt reasonable rules for the location, appearance, camouflaging, installation, maintenance, and use of the Antennas to the extent permitted by public law.

6.21. VEHICLES.

6.21.1. Other than as otherwise provided in this section 6.21 and section 6.13, parking of any vehicle on any Lot other than in the Garage, Carport or Driveway is prohibited. Except as expressly approved by the Declarant during the Development Period, and by the Board thereafter, the following must not be kept or stored within the Property unless stored inside of a closed garage, or enclosed behind an approved fence and shall not to exceed 8' in height, with ACC approval: (a) junk or abandoned vehicles, (b) commercial vehicles, (c) trailers, (d) tractor-trailers, (e) boats, (f) boat trailers, (g) movable equipment, and (h) vehicles greater than 3/4 ton GVWR. For recreational vehicle or camper storage, refer to Section 6.13.

6.21.2. Minibikes, go-carts, all-terrain vehicles, utility terrain vehicles, motorized toys, and other similar vehicles must not be operated or stored on any Lot, the Common Area, or any other location within the Property except in compliance with all applicable laws, ordinances, and these covenants and restrictions. All such items must be stored on lots in a manner where the item is not visible from any street or from any other Lot or location in the Property.

6.22. YARD ORNAMENTS.

6.22.1. Artificial flamingos, deer, spinners, gazing balls, pirogues and such tableau of any type are prohibited on all Lots with the exception of the rear yard of a Lot (i.e., the rear portion of a Lot which faces the rear wall of the dwelling), on which a dwelling is constructed, but only if a fence or other screening makes such items not visible from any street on the Property or any other portion of the Property, other than the rear yard of the Lot where the item is exhibited.

6.22.2. The items allowed to be placed on Lots under Section 6.22.1, and any subsequent rules adopted by the Board or the Association, must be durable in nature and must comply with the following requirements:

- a. No more than three (3) yard decorations or tableaus of any type may be placed in areas that are visible from a street on the Property or any other portion of the Property other than the Lot on which the decoration or other tableau is exhibited.
- b. The yard decorations must be architecturally proportionate to the size of the dwelling constructed on the Lot.
- c. The yard decorations must be of a durable nature and may not be made of plastic.

6.22.3. Notwithstanding any inference to the contrary in this Section 6.22, traditional and typical seasonal decorations are permitted within season (30 days prior to a recognized holiday or event and 15 days following).

6.23. WINDOW COVERINGS AND WINDOW TREATMENTS.

6.23.1. The only window coverings or treatments which may be affixed to the interior of any window visible from a street on the Property or other portion of the Property are drapes, blinds, shades, shutters, and curtains. The side of any window coverings or treatments which are visible from the exterior of any improvements (including without limitation dwellings and garages) constructed on the Property must be white or off-white in color, except that any window coverings or treatments, or portion thereof, consisting of wooden blinds or shutters may be a natural wood color. Notwithstanding the foregoing, Declarant during the Development Period, and thereafter the Board, may, from time to time, approve additional colors as acceptable for the portions of the window coverings or treatments visible from streets on the Property or other portion of the Property.

6.23.2. No window tinting or reflective coating may be affixed to any window that is visible from any street on the Property or other portion of the Property without the prior approval of Declarant during the Development Period and thereafter from the Board.

6.23.3. No mirrored coatings are allowed any window that is visible from any street on the Property or other portion of the Property.

6.24. FLAGS. No flags may be flown or exhibited outside of a residence on the Property with the following exceptions: official flags of countries, states, counties, cities or other organization sanctioned flags flown from poles that are six feet (6') above ground height, the construction and color of which must be approved by the Board, and mounted at a 45 degree angle to the wall of the building to which the pole is attached.

6.25. SWIMMING POOLS; TENNIS COURTS.

6.25.1. Swimming pools must not be constructed on any Lot without prior written approval from Declarant, during the Development Period, and thereafter from the Board. Notwithstanding any inference to the contrary in the preceding sentence, permission will not be given for the construction of a swimming pool on a Lot unless the swimming pool is screened from view and is not visible from any street on the Property or any other Lot or portion of the Property, or common area, and shall be located inside an approved fence. If the rear of a Lot is adjacent to a pond or lake, landscaping shall be used to screen the pool from view to the rear of the Lot, with ACC approval. Pool decks must not be constructed any closer than four feet (4') from the boundaries of the Lot on which the swimming pool is constructed, unless any applicable law or ordinance requires a greater distance from the boundary and in such case the greater distance shall apply. At all times, all swimming pool related equipment must be screened from view and must not be visible from any street on the Property or any other portion of the Property other than the rear yard of the Lot on which the swimming pool is located. No screening will be constructed which has not been approved by the Declarant, during the Development Period, and thereafter by the Board, and all such screening will be required to mitigate noise. Slides, diving boards or other pool accessories will be prohibited unless they can be installed and used without being visible from any street on the Property or from any other portion of the Property other than the Lot on which the swimming pool is constructed. Pools must be constructed and designed so that they will not drain onto adjacent property (including the Common Area) or onto a street on the Property; where a Lot owner has been given permission to construct a swimming pool on a Lot, the Owner of the Lot must take all steps to prevent the swimming pool from draining onto adjacent property (including the Common Area) or onto a street on the Property. Unless granted a variance and approval at the sole discretion of the ACC, all pools shall be in-ground pools, and no above-ground or semi-inground pool may be constructed or located on any Lot.

6.25.2. Tennis courts must not be constructed on any Lot.

6.26. SIGNS. No Signs of any kind or description shall be displayed on any Lot other than real estate "For Sale" signs and signs designating those involved in the construction of any residential homes or other approved improvements in the Subdivision (each not exceeding five square feet in size). No signs (such as garage sale, lost pet, announcements, etc.) shall be attached to any subdivision street sign poles or light poles. An "open house" sign indicating that the Owner of the Lot is hosting such an event may be posted on

that Lot for a period not to exceed three (3) continuous days. To the extent permitted by applicable law, signs containing political content or endorsements of candidates are prohibited anywhere on the Property. Declarant may post "model home" or similar signs on any Lot containing a model home open to the public prior to initial occupancy of the dwelling constructed on such a Lot. No other signs, except those required by law, including posters, circulars, and billboards, may be posted on any Lot so as to be visible from streets on the Property or from any other portion of the Property other than the Lot on which such a sign is posted. Notwithstanding any language to the contrary in this Declaration, during the Development Period Declarant or an approved builder is permitted to post and display advertising signs and any other signs desired by Declarant which relate to the development of the Property, including "for sale" signs on Lots for sale (with or without a dwelling constructed on same), within the Property. Temporary personal signs, not exceeding 5 square feet in area, may be allowed at the sole discretion of the Board, and which are not deemed to be patently offensive in the sole discretion of the Board, for a period not to exceed an aggregate of 30 days in a 6 month period, displaying personal announcements such as births, school or athletic achievements of residents of the dwelling, and other temporary displays allowed at the sole discretion of the Board.

6.27. Furniture for Front Porch, Balcony and Yard. Furniture placed outside of a dwelling on a Lot, whether on the front porch, balcony or in a yard, if visible from a street on the Property or any other location on the Property other than the rear yard of a Lot (i.e., the rear portion of a Lot which faces the rear wall of the dwelling) on which a dwelling is constructed: (a) must be durable, and (b) must not be made of plastic. All collapsible furniture placed outside of a dwelling on a Lot, whether on the front porch, balcony or in a yard, if visible from a street on the Property or any other location on the Property other than the rear yard of a Lot (i.e., the rear portion of a Lot which faces the rear wall of the dwelling) must be placed in storage and outside of the view of Person(s) on any street in the Property.

6.28 CLOTHESLINE VIOLATION. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained, nor shall any clothing, rug or other items be hung from any railing, fence, hedge or wall.

6.29 GARDENS. A non-commercial garden for use by a single household may be located on a Lot provided that it is not visible from any street or any neighboring Lot. Garden compost may be kept in quantities required by one household only, provided it is not visible from any street and is kept free from obnoxious odors and insects.

6.30 BOAT USAGE. No motorized boats shall be used on the Waterways (ponds, lakes, or other water covered areas in the Property). Only self-propelled boats (e.g., using oars or paddles) will be permitted. The Board is entitled to limit the type of boats used on Waterways for the safety of other residents and guests in the Property. No boats or other floating devices, whether or not otherwise permitted to be used on the Waterways, shall be allowed to rest for any extended length of time in the water (i.e., boats shall not be allowed to "park" on Waterways).

6.31 LAKE USAGE. The use of any portion of a Lake or Pond within the Property with a water line that abuts or overlaps the property line of any Lot shall be limited to Owners of Lots abutting such water line. Portions of Lakes or Ponds within the Property that do not abut or overlap a Lot may be used by any Lot Owner. There shall be no swimming in the Waterways. Fishing may be permitted by Lot Owners and residents only. No person is permitted to fish within any Waterway unaccompanied by a Lot Owner. Fishing may be restricted on certain Waterways at certain times at the sole discretion of the Board. The edges of Waterways shall be kept clean from debris and weeds.

6.32 LEASH VIOLATION. All domestic animals shall be leashed, or detained by fences or invisible fences.

6.33 OFF-ROAD VEHICLE USAGE. Streets shall not be used for any unlawful purpose, and any use of any means of conveyance, whether motorized or non-motorized, shall be in compliance with all applicable laws and ordinances of the jurisdiction where the Property is located. If there is a designated walking path in the subdivision it shall be used for walking, jogging, and bicycling only.

6.34 GARBAGE CONTAINERS. Household trash containers may not be placed closer to the street than any portion of the front elevation of a home or dwelling situated on the Lot, nor closer to a street than the side elevation of a home or dwelling that faces a street (for corner lots), except between 3:00 p.m. on the day before schedule trash pick-up until 6:00 p.m. on trash pick-up day.

6.35 MAILBOX/PLAQUE. No mailboxes or mailbox numbering or lettering, may be erected or maintained on a Lot -except mailboxes approved by Developer. The cost of providing, erecting and maintaining a mailbox, the numbering and lettering, shall be paid by the Property Owner. Developer reserves the right to designate the location of all mailboxes. House numbering schemes, on, upon or within a Dwelling Unit shall be mandated by the Association.

6.36 BULKHEADS. As no individual lot owner's property extends into the lake areas, no bulkheads or other structures shall be allowed to extend beyond their property line adjacent to the lake.

6.37 DECKS AND PIERS. As no individual lot owner's property extends into the lake areas, no decks, pliers, or other structures shall be allowed to extend beyond their property line adjacent to the lake.

6.38 A/C AND HEATING Air conditioning equipment may not be installed in the front yard of a dwelling. Window units are prohibited. The Architectural Reviewer may require that air-conditioning equipment and apparatus be visually screened from the street and neighboring Lots.

6.39 PARKING VEHICLES. Parking of non-commercial passenger vehicles on the paved portion of any roadway not identified as parking areas within the Subdivision shall be permitted for temporary purposes, but in no event shall such parking be overnight or for anything longer than 12 hours in any 96 hour period, or a single occurrence during any 96 hour period. Except as provided in Section 6.13 and Section 6.21.1, No equipment or vehicles shall be parked on any unpaved portion of the lot, nor parked on the lawn/grass of a lot at any time. No equipment shall be kept or maintained on any Lot in any manner which would detract from the appearance of the Property. No house trailers, mobile homes, buses, commercial vehicles or trucks greater than 3/4 ton GVWR shall be kept, stored, repaired or maintained on any Lot, servitude, common area or right-of-way.

6.40 PLAYGROUND EQUIPMENT. The use of moderately scaled play equipment, play yards or basketball goals are allowed within the Residential Lots. Oversized items such as trampolines will only be allowed behind an approved fence, in the rear yard. The location of these features should be carefully considered as to their impact on neighboring views and accessibility, and shall not be visible from any street view. The addition of fenced areas may be required as part of play yards. Unkept or unsightly play areas will not be tolerated. Final placement of these items must be approved by the ACC prior to installation.

6.41 BASKETBALL GOALS. Moveable basketball goals are permitted with ACC approval as to location, however under no circumstances shall a basketball goal be attached to any part of a residence or cemented into the ground. Basketball goals are to be kept in good repair and not allowed to remain turned over or fallen for extended periods of time as to detract from the appearance of the residence.

6.42 SOLAR PANELS AND SKYLIGHTS. Skylights shall not be located on the front elevation of any building. Only flat skylights are allowed. No bubble skylights will be permitted. Solar collectors may only be placed in an approved ACC location.

6.43 SIDEWALK UPKEEP. Each Owner is responsible for installing and maintaining that portion of the sidewalk on his or her Lot in compliance with any requirements and standards set forth by the Design Review Board and the Guiding Principles, if applicable.

6.44 DEBRIS. No Lot or other part of the Property may be used as a dumping ground. Waste materials incident to construction or repair of improvements on a Lot may be stored temporarily on the Lot during construction while work progresses and must be removed when construction or repair is complete.

ARTICLE 7

ASSOCIATION OPERATIONS

7.1. THE ASSOCIATION. The existence and legitimacy of the Association is derived from this Declaration, and the Articles and Bylaws of the Association. The Association must be a nonprofit organization and is incorporated, but may later dissolve and operate as an unincorporated association, as the Association decides from time to time. The subsequent failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association. The duties and powers of the Association are those set forth in the Community Documents, together with the general and implied powers of a Homeowners association. Generally, the Association may do any and all things that are lawful and necessary, proper, or desirable in operating for the peace, health, comfort, and general benefit of its Members, subject only to the limitations on the exercise of such powers as stated in the Community Documents. The Association, as a legal corporate entity, will officially come into existence (or came into existence) when the Articles of the Association are (or were) filed with the Mississippi Secretary of State; but the Association (whether or not the Articles have been filed at the time of filing this Declaration) comes into existence when this Declaration is publicly recorded in the County conveyance records and will continue to exist at least as long as this Declaration, as it may be amended, is effective against all or part of the Property.

7.2. MEMBERSHIP. Every Owner of a Lot will be a Member of the Association. There will be only one (1) membership per Lot. Membership will be appurtenant to and may not be separate nor apart from ownership of any Lot.

A. Co-Owners. If a Lot is owned by more than one (1) Person, all co-Owners will share the rights of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in this Article 7 and in the Bylaws, and all such co-Owners will be solidarily obligated to perform the responsibilities of Owners.

B. Nature of Owner. The membership rights of an Owner who is a natural person may be exercised by the Member or the Member's spouse. The membership rights of an Owner which is a corporation, partnership, other legal entity or some form of Governmental Authority may be exercised by any officer, director, partner, or trustee, or by any other duly authorized Individual designated from time to time by the Owner in a written instrument provided to the Secretary of its Association.

7.3. VOTING RIGHTS. The Association will have two (2) classes of membership, which are Class A Membership and Class B Membership, described as follows:

A. Class A. Class A Members of the Association will be all Owners of Lots included within the Property, with the exception that Declarant will not be a Class A Member for so long as Declarant remains a Class B Member. Each Class A Member will have one (1) vote for each Lot which they own; but, in any event: (a) there will be only one (1) vote per Lot, and (b) no votes may be exercised on account of any Lot which is owned by a Builder (other than Declarant or a Declarant Affiliate) and exempt from Assessment under an exemption granted by the Association or by Declarant under Declarant's rights under section 15.1.3. When more than one (1) Person holds an interest in any Lot, all such persons will be Members, provided, however, that the vote for such Lot will be exercised as they determine and advise the Secretary of its Association in writing prior to the close of balloting. In no event will more than one vote be cast with respect to any Lot which is owned by more than one (1) Person. Corporations, limited liability companies, partnerships and other entities must notify the Association of the natural person who is authorized to exercise its vote; such entities must provide such evidence of appointment and authority as its Board may require.

B. Class B. The Class B Member of the Association will be Declarant, and no other Person may be a Class B Member of the Association. Declarant, as the Class B Member, will be entitled to three (3) votes for each Lot owned, or 500 votes, whichever is greater, at the time of: (1) any meeting of the Members of the Association, or (2) other occasion when Members vote. Other rights of the Class B Member may be included elsewhere in this Declaration and / or in the Bylaws.

C. Termination of Class B Membership. The Class B Membership will terminate two (2) years after termination of the Class B Control Period. The Class B Control Period is that period of time commencing on the date of recordation of this Declaration and continuing until the first of the following to occur:

- (1) when one hundred percent (100%) of the total number of Lots proposed for the Property described on Exhibit A of the Declaration, and for any Additional Land added (by supplemental declaration or an amending declaration) to the Property to become part of the Subdivision, have certificates of occupancy issued thereon and have been conveyed to Persons other than Builders;
- (2) seventy-five (75) years after the date on which the Declaration is recorded in the public records of the Counties in Mississippi where the Property is located; or
- (3) when, in its discretion, the Class B Member determines and expressly declares in writing that it is no longer a Class B Member.

Notwithstanding any inference to the contrary: (i) if the Class B Control Period is terminated by the Class B Member pursuant to subpart C(3) of this Section 7.3, the termination must be recorded in the conveyance records of the County; and (ii) upon any termination of the Class B Control Period, the Class B Member may, in its sole discretion, terminate its Class B Membership immediately rather than wait until the two (2) year anniversary of the termination of the Class B Control Period, but if the Class B Member desires to terminate the Class B Member early then the Class B Member must expressly declare that intent in writing and such declaration should be included as part of Declarant's recorded termination of the Class B Control Period. After termination of the Class B Control Period, the Class B Member will continue to have a right to disapprove actions of the Association, its Board and any committee to the extent the Association's Bylaws or other Community Documents expressly provide that the Class B Member will continue to have certain rights after termination of the Class B Control Period.

D. Exercise of Voting Rights. Except as otherwise specified in this Declaration or the Bylaws, the vote for each Lot owned by a Class A Member will be exercised by the Owner of each Lot.

E. Declarant's Rights. Declarant's rights (including its special voting rights) as the Class B Member of the Association are independent of, and in addition to, all rights granted to, or reserved by, Declarant in other provisions of this Agreement where there is no reference to Declarant's status as the Class B Member (including without limitation in Articles 5 and 15, and Sections 4.1, 6.9 and 16.1). Further, Declarant's rights created or otherwise reserved under other provisions of this Agreement (including without limitation in Articles 5 and 15, and Sections 4.1, 6.9 and 16.1), or in any other Community Document, are independent of, and in addition to, all rights of Declarant as the Class B Member. For example, if Declarant voluntarily terminates the Class B Control Period and Declarant ceases to be a Class B Member, Declarant will continue to have all rights granted to, or reserved by, Declarant in other provisions of this Declaration (including without limitation in Articles 5 and 15, and Sections 4.1, 6.9 and 16.1) which do not use the term, or otherwise refer to, the term "Class B Member".

7.4. BOARD. The Association is governed by the Board. Unless the Association's Bylaws or Articles of Incorporation provide otherwise, the Board will consist of at least 3 persons appointed by Declarant during the Class B Control Period, and thereafter elected by the Members at the annual meeting of the Association, or at a special meeting called for that purpose. Unless the Community Documents expressly reserve a right, action, or decision to the Owners, Declarant, or another party, the Board acts in all instances on behalf of the Association. Unless the context indicates otherwise, references in the Community Documents to the "Association" will be construed to mean **"the Association acting through its Board"**.

7.5. MEMBERSHIP. Each Owner is a Member of the Association, ownership of a Lot being the sole qualification for membership. Membership is appurtenant to and may not be separated from ownership of the Lot. The Board may require satisfactory evidence of transfer of ownership before a purported Owner is entitled to vote at meetings of the Association. If a Lot is owned by more than one person or entity, each co-Owner is a Member of the Association and may exercise the membership rights appurtenant to the Lot. A Member who sells its Lot under a bond for deed may delegate his membership rights to the contract

purchaser, provided a written assignment is delivered to the Board. However, the contract seller remains liable for all Assessments attributable to his Lot until fee title to the Lot is transferred.

7.6. DECISION-MAKING. Any decision or act of the Association may be made by or at the direction of the Board, unless the Community Documents reserve the decision or act to the Members, the Declarant, or any other person or group. Unless the Community Documents or applicable law provide otherwise, any action requiring approval of the Members may be approved (a) at a meeting by Owners of at least a majority of the Lots that are represented at the meeting, provided notice of the meeting was given to an Owner of each Lot, or (b) in writing by Owners of at least a majority of all Lots, provided the opportunity to approve or disapprove was given to an Owner of each Lot.

7.7. MANAGING AGENT. The Board may delegate the performance of certain functions to one or more managing agents of the Association. Notwithstanding a delegation of its functions, the Board is ultimately responsible to the Members for governance of the Association.

7.8. VOTING. One indivisible vote is appurtenant to each Lot. The total number of votes equals the total number of Lots in the Property. If additional property is made subject to this Declaration, the total number of votes will be increased automatically by the number of additional Lots. Each vote is uniform and equal to the vote appurtenant to every other Lot, except during the Development Period as permitted in Article 15. Cumulative voting is not allowed. Votes may be cast by written proxy, according to the requirements of the Association's Bylaws.

7.9. INDEMNIFICATION. Indemnified expenses include, without limitation, reasonable attorney's fees, whether or not a lawsuit is filed, and costs at all court levels, including expenses incurred by a person in establishing the right to be indemnified, defended, and held harmless pursuant to this Declaration. The Association may maintain general liability and directors and officer's liability insurance to fund this obligation.

7.9.1. Association Leaders. The Association will indemnify every present and former officer, director, committee chair, and committee member (for purposes of this Section, "**Leaders**") against expenses, including attorney's fees, reasonably incurred by or imposed on the Leader in connection with an action, suit, or proceeding to which the Leader is a party by reason of being or having been a Leader. A Leader is not liable for a mistake of judgment, negligent or otherwise. A Leader is liable for his willful misfeasance, malfeasance, misconduct, or bad faith. This right to indemnification does not exclude any other rights to which present or former Leaders may be entitled. Additionally, the Association may indemnify a person who is or was an employee, trustee, agent, or attorney of the Association, against any liability asserted against him and incurred by him in that capacity and arising out of that capacity.

7.9.2. Indemnity for Common Area Operations. The Association must indemnify, defend, and hold harmless Declarant against any loss, claim, demand, damage, cost, and expense relating to or arising out of the management and operation of the Association, including without limitation, the collection of Assessments, the enforcement of the Community Documents, and the operation and maintenance of the Property's Common Areas.

ARTICLE 8

COVENANT FOR ASSESSMENTS

8.1. PURPOSE OF ASSESSMENTS. The Association will use Assessments for the purposes of preserving and enhancing the Property, and for the common benefit of Owners and residents, including but not limited to maintenance of immovable and movable property, management and operation of the Association, and any expense reasonably related to the purposes for which the Property was developed. If made in good faith, the Board's decision with respect to the use of Assessments is final.

8.2. PERSONAL OBLIGATION. An Owner is obligated to pay Assessments levied by the Board against the Owner or his Lot. An Owner makes payment to the Association at its principal office or at any other place the Board directs. Payments must be made in full regardless of whether an Owner has a dispute with the Association, another Owner, or any other person or entity regarding any matter to which this Declaration pertains. No Owner may exempt himself from his Assessment liability by waiver of the use or

enjoyment of the Common Area or by abandonment of his Lot. An Owner's obligation is not subject to offset by the Owner, nor is it contingent on the Association's performance of the Association's duties. Payment of Assessments is both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Lot.

8.3. TYPES OF ASSESSMENTS. There are 3 types of Assessments: Regular, Special, and Individual.

8.3.1. Regular Assessments. Regular Assessments are based on the annual budget. Each Lot is liable for its equal share of the annual budget. If the Board fails to determine new Regular Assessments for any year, Owners will continue to pay the Regular Assessment as last determined. If during the course of a year the Board determines that Regular Assessments are insufficient to cover the estimated common expenses for the remainder of the year, the Board may increase Regular Assessments for the remainder of the fiscal year in an amount that covers the estimated deficiency. Regular Assessments are used for common expenses related to the reoccurring, periodic, and anticipated responsibilities of the Association, including but not limited to:

- a. maintenance, repair, and replacement, of the Common Area;
- b. utilities and services billed to the Association;
- c. taxes on property owned by the Association and the Association's income taxes;
- d. management, legal, accounting and professional fees for services to the Association;
- e. operating expenses;
- f. premiums and deductibles on insurance policies and bonds deemed by the Board to be necessary or desirable for the benefit of the Association;
- g. contributions to the reserve funds; and
- h. any other expense which the Association is required by law or the Community Documents to pay, or which in the opinion of the Board is necessary or proper for the operation and maintenance of the Property or for enforcement of the Community Documents.

8.3.2. Special Assessments. In addition to Regular Assessments, the Board may levy one or more Special Assessments against all Lots for the purpose of defraying, in whole or in part, common expenses not anticipated by the annual budget or reserve funds. Special Assessments do not require the approval of the Owners, except that Special Assessments for the following purposes must be approved by Owners of least a majority of the Lots: (a) acquisition of immovable property, other than the purchase of a Lot at the sale foreclosing the Association's privilege against the Lot; (b) construction of additional improvements within the Property, but not replacement of original improvements; and (c) any expenditure that may reasonably be expected to significantly increase the Association's responsibility and financial obligation for operations, insurance, maintenance, repairs, or replacement.

8.3.3. Individual Assessments. In addition to Regular and Special Assessments, the Board may levy an Individual Assessment against a Lot and its Owner. Individual Assessments may include, but are not limited to: interest, late charges, and collection costs on delinquent Assessments; reimbursement for costs incurred in bringing an Owner or his Lot into compliance with the Community Documents; fines for violations of the Community Documents; fees or charges by the managing agent of the Association for services provided to, or for the benefit of, one Lot; common expenses that benefit fewer than all of the Lots, which may be assessed according to benefit received; fees or charges levied against the Association on a per-Lot basis; and "pass through" expenses for services to Lots provided through the Association and which are equitably paid by each Lot according to benefit received.

8.4. BASIS AND RATE OF ASSESSMENTS. The share of liability for common expenses allocated to each Lot is uniform for all Lots; subject, however, to an exemption for Declarant provided in Article 15.

8.5. ANNUAL BUDGET. The Board will prepare and approve an estimated annual budget for each fiscal year.

8.6. DUE DATE. The Board may levy Regular Assessments on any periodic basis - annually, semi-annually, quarterly, or monthly. Regular Assessments are due on the first day of the period for which levied. Special and Individual Assessments are due on the date stated in the notice of Assessment or, if no date is stated, within 10 days after notice of the Assessment is given. Assessments are delinquent if not received by the Association on or before the due date.

8.7. RESERVE FUNDS. The Association may establish, maintain, and accumulate reserves for operations and for replacement and repair of Common Area improvements. Declarant is not required to fund reserves.

8.8. ASSOCIATION'S RIGHT TO BORROW MONEY. The Association is granted the right to borrow money, subject to the consent of Owners of at least a majority of Lots and the ability of the Association to repay the borrowed funds from Assessments. To assist its ability to borrow, the Association is granted the right to encumber, mortgage, or pledge any of its immovable or movable property, and the right to assign its right to future income, as security for money borrowed or debts incurred, provided that the rights of the lender in the pledged property are subordinate and inferior to the rights of the Owners hereunder.

8.9. LIMITATIONS OF INTEREST. Notwithstanding anything to the contrary in the Community Documents or any other document or agreement executed or made in connection with the Association's collection of Assessments, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law.

8.10. EFFECT OF NONPAYMENT OF ASSESSMENTS. An Assessment is delinquent if the Association does not receive payment in full by the Assessment's due date. The Association, acting through the Board, is responsible for taking action to collect delinquent Assessments. From time to time, the Association may delegate some or all of the collection procedures and remedies, as the Board in its sole discretion deems appropriate, to the Association's managing agent, an attorney, or a debt collector. Neither the Board nor the Association, however, is liable to an Owner or other person for its failure or inability to collect or attempt to collect an Assessment. The following remedies and rights are in addition to and not in substitution for all other rights and remedies which the Association has:

- a. Delinquent Assessments bear interest from the date due until paid, at a rate to be determined by the Board from time to time, not to exceed ten percent (10%) per annum, and reasonable late fees, at a rate to be determined by the Board from time to time.
- b. If an Assessment is being paid in installments, the Association may accelerate the remaining installments.
- c. The Owner who has not paid the Assessment is liable to the Association for reimbursement of reasonable costs incurred by the Association to collect the delinquent Assessments, such as attorney's fees.
- d. If the delinquent Assessment is more than thirty (30) days past due, the Association may suspend the right to vote appurtenant to the Lot.
- e. The Association may file suit seeking a money judgment against the Owner, without foreclosing or waiving the Association's privilege for Assessments, may notify and communicate with the holder of any privilege against a Lot regarding the Owner's default and payment of Assessments and may foreclose its privilege against the Lot by judicial or non-judicial means.

8.11. MEANING OF PRIVILEGE. As used in this Article 8 and in other provisions of this Declaration (including without limitation Article 9), the word "privilege" has the same meaning as the word "privilege" in Mississippi Revised Statutes 9:1145 - 1148.

ARTICLE 9

ASSESSMENT PRIVILEGE

9.1. ASSESSMENT PRIVILEGE. Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay Assessments to the Association. Each Assessment is a charge on the Lot and is secured by a continuing privilege on the Lot. Each Owner, and each prospective Owner, is placed on notice that his title may be subject to the continuing privilege for Assessments attributable to a period prior to the date he purchased his Lot.

9.2. SUPERIORITY OF MORTGAGE. The Assessment privilege on a Lot is subordinate and inferior to (a) a recorded mortgage securing a loan for construction of the original dwelling, (b) a first or senior purchase money vendor's privilege or mortgage and any renewal, modification or refinancing of said vendor's privilege or mortgage, (c) a home equity or reverse mortgage which is a renewal, extension, or refinance of a first or senior purchase money vendor's privilege or mortgage recorded before the date on which the delinquent Assessment became due, and (d) an FHA-insured or VA-guaranteed mortgage.

9.3. EFFECT OF MORTGAGEE'S FORECLOSURE. Foreclosure of a superior lien or other superior encumbrance extinguishes the Association's claim against the Lot for unpaid Assessments that became due before the sale, but does not extinguish the Association's claim against the former Owner. The purchaser at the foreclosure sale of a superior lien or other superior encumbrance is liable for Assessments coming due from and after the date of the sale, and for the Owner's pro rata share of the pre-foreclosure deficiency as an Association expense.

9.4. NOTICE AND RELEASE OF NOTICE. The Association's privilege for Assessments is created by recordation of a sworn detailed statement in accordance with the requirements of Mississippi law.

9.5. FORECLOSURE OF PRIVILEGE. The Assessment privilege may be enforced by judicial or non-judicial foreclosure. In any foreclosure, the Owner is required to pay the Association's costs and expenses for the proceedings, including reasonable attorney's fees. The Association has the power to bid on the Lot at foreclosure sale and to acquire, hold, lease, mortgage, and convey same.

ARTICLE 10

ENFORCING THE COMMUNITY DOCUMENTS

10.1. NOTICE. Before the Association may exercise certain of its remedies for a violation of the Community Documents or damage to the Property, the Association must give an Owner written notice. Notices are also required before an Owner is liable to the Association for certain charges, including reimbursement of attorney's fees incurred by the Association.

10.2. REMEDIES. The remedies provided in this Article for breach of the Community Documents are cumulative and not exclusive. In addition to other rights and remedies provided by the Community Documents and by applicable law, the Association has the following rights to enforce the Community Documents, subject to applicable notice and hearing requirements (if any):

10.2.1. Fine. The Association may levy fines for each act of violation or for each day a violation continues.

10.2.2. Suspension. The Association may suspend the right of Owners and residents to use Common Areas for any period during which the Owner or resident, or the Owner or resident's family, guests, employees, agents, or contractors violate the Community Documents.

10.2.3. Self-Help. The Association has the right to enter any part of the Property, including Lots, to abate or remove, using force as may reasonably be necessary, any improvement, thing, animal, person,

vehicle, or condition that violates the Community Documents. In exercising this right, the Board is not trespassing and is not liable for damages related to the abatement. The Board may levy its costs of abatement against the Lot and Owner as an Individual Assessment. The Board will make reasonable efforts to give the violating Owner prior notice of its intent to exercise self-help. The notice may be given in any manner likely to be received by the Owner. Prior notice is not required (a) in the case of emergencies, (b) to remove signs which violate the restrictions in this Declaration or in any rules adopted by the Association, (c) to remove violative debris, or (d) to remove any other violative item or to abate any other violative condition that is easily removed or abated and that is considered a nuisance, dangerous, or an eyesore to the neighborhood.

10.2.4. Suit. Failure to comply with the Community Documents will be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both.

10.3. BOARD DISCRETION. The Board may use its sole discretion in determining whether to pursue a violation of the Community Documents, provided the Board does not act in an arbitrary or capricious manner. In evaluating a particular violation, the Board may determine that under the particular circumstances (1) the Association's position is not sufficiently strong to justify taking any further action; (2) the provision being enforced is or may be construed as inconsistent with applicable law; (3) although a technical violation may exist, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (4) that enforcement is not in the Association's best interest, based on hardship, expense, or other reasonable criteria.

10.4. NO WAIVER. The Association and every Owner has the right to enforce all restrictions, conditions, covenants, privileges, and charges now or hereafter imposed by the Community Documents. Failure by the Association or by any Owner to enforce a provision of the Community Documents is not a waiver of the right to do so thereafter. If the Association does waive the right to enforce a provision, that waiver does not impair the Association's right to enforce any other part of the Community Documents at any future time. No officer, director, or Member of the Association is liable to any Owner for the failure to enforce any of the Community Documents at any time.

10.5. RECOVERY OF COSTS. The costs of curing or abating a violation are at the expense of the Owner or other person responsible for the violation. If legal assistance is obtained to enforce any provision of the Community Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Community Documents or the restraint of violations of the Community Documents, the prevailing party is entitled to recover from the nonprevailing party all reasonable and necessary costs incurred by it in such action, including reasonable attorney's fees.

ARTICLE 11

MAINTENANCE AND REPAIR OBLIGATIONS

11.1. ASSOCIATION MAINTAINS. The Association's maintenance obligations will be discharged when and how the Board deems appropriate. The Association maintains, repairs, and replaces, as a common expense, the portions of the Property listed below, regardless of whether the portions are on Lots or Common Areas:

- a. the Common Areas;
- b. any immovable and movable property owned by the Association but which is not a Common Area, such as a Lot owned by the Association;
- c. any property adjacent to the Property if maintenance of same is deemed to be in the best interests of the Association, and if not prohibited by the owner or operator of said property; and
- d. any area, item, servitude, or service - the maintenance of which is assigned to the Association by this Declaration, by the County, or by the Plat.

11.2. OWNER RESPONSIBILITY. Every Owner has the following responsibilities and obligations for the maintenance, repair, and replacement of the Property, subject to the architectural control requirements:

11.2.1. House Maintenance. Each Owner, at the Owner's expense, must maintain all improvements on the/his Lot. Maintenance includes preventative maintenance, repair as needed, and replacement as needed. Each Owner is expected to maintain his Lot's improvements at a level, to a standard, and with an appearance that is commensurate with the neighborhood. Specifically, each Owner must repair and replace worn, rotten, deteriorated, and unattractive materials, and must regularly repaint all painted surfaces.

11.2.2. Yard Maintenance. Each Owner, at the Owner's expense, must maintain the yards on his Lot at a level, to a standard, and with an appearance that is commensurate with the neighborhood. "Yards" means all parts of the Lot other than the dwelling, including fenced and unfenced portions of the Lot.

11.3. OWNER'S DEFAULT IN MAINTENANCE. If the Board determines that an Owner has failed to properly discharge his obligation to maintain, repair, and replace items for which the Owner is responsible, the Board may give the Owner written notice of the Association's intent to provide the necessary maintenance at Owner's expense. The notice must state, with reasonable particularity, the maintenance deemed necessary and a reasonable period of time in which to complete the work. If the Owner fails or refuses to timely perform the maintenance, the Association may do so at Owner's expense, which is an Individual Assessment against the Owner and his Lot. In case of an emergency, however, the Board's responsibility to give the Owner written notice may be waived and the Board may take any action it deems necessary to protect persons or property, the cost of the action being the Owner's expense.

ARTICLE 12

MORTGAGEE PROTECTION

12.1. PURCHASE MONEY MORTGAGEE RIGHTS. As used in this Article, "**Purchase Money Mortgagee**" means a holder, insurer, or guarantor of a purchase money mortgage secured by a recorded senior or first mortgage against a Lot, or any renewal, modification, or refinancing of said recorded senior or first mortgage. The Purchase Money Mortgagee has the following rights:

- a. its mortgage against the Lot is superior to the Association's privilege for Assessments;
- b. an action to terminate the legal status of the Property after substantial destruction or condemnation must be approved by a majority of the Purchase Money Mortgagees, in addition to the required consents of Owners;
- c. an action to terminate the legal status for reasons other than substantial destruction or condemnation must be approved by at least two-thirds of the Purchase Money Mortgagees;
- d. a Purchase Money Mortgagee may inspect the Association's books and records, by appointment, during normal business hours;
- e. a Purchase Money Mortgagee may have an audited statement prepared at its own expense;
- f. a Purchase Money Mortgagee is exempt from any right of first refusal imposed by the Association with respect to a lease, sale, or transfer of a Lot; and
- g. a Purchase Money Mortgagee may attend and address any meeting of the Association which an Owner may attend.

12.2 COMMUNICATIONS WITH MORTGAGEE. If the Community Documents or public law require the consent of Purchase Money Mortgagees for an act, decision or amendment by the Association, the approval of a Purchase Money Mortgagee is implied when the Purchase Money Mortgagee fails to respond within thirty (30) days after receiving the Association's written request for approval of a proposed amendment,

provided the Association's request was delivered by certified or registered mail, return receipt requested.

ARTICLE 13

AMENDMENTS

13.1. CONSENTS REQUIRED. As permitted by this Declaration, certain amendments of this Declaration may be approved by Declarant alone, or by the Board alone. Otherwise, amendments to this Declaration must be approved by a majority vote of the Members. Approval of the Members does not require that an amendment to this Declaration be signed by the consenting Owners, or that consents be executed and acknowledged by the approving Members; where a vote of the Members is required to amend this Declaration, a Certificate signed by the Secretary of the Association will be sufficient to evidence the required consent.

13.2. EFFECTIVE. To be effective, an amendment must be in the form of a written instrument (a) referencing the name of the Property, the name of the Association, and the recording data of this Declaration and any amendments hereto, (b) reciting the authority by which approved, and (c) recorded in the conveyance records of the county in which the Property is located.

13.3 DECLARANT PROVISIONS. Declarant has an exclusive right to Unilaterally amend this Declaration for the purposes stated in Article 15. No amendment may affect Declarant's rights under this Declaration without Declarant's written and acknowledged consent, which must be part of the recorded amendment instrument. This Section may not be amended without the Declarant's written and acknowledged consent.

13.4. MERGER. Merger or consolidation of the Association with another association must be evidenced by an amendment to this Declaration. During the Development Period, any amendment effecting or authorizing a merger or consolidation of the Association with another association must be approved by Declarant. After the Development Period, the amendment must be approved by Owners of at least a majority of the Lots.

ARTICLE 14

DISPUTE RESOLUTION

14.1. INTRODUCTION AND DEFINITIONS. The Association, the Owners, Declarant, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, the "**Parties**") agree to encourage the amicable resolution of disputes involving the Property and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, each Party hereby covenants and agrees that this Article applies to all claims as hereafter defined. As used in this Article only, the following words, when capitalized, have the following specified meanings:

14.1.1. "Claim" means any claim, grievance, or dispute between Parties involving the Property, except Exempt Claims, as defined below, and including without limitation (a) claims arising out of or relating to the interpretation, application or enforcement of the Community Documents, (b) claims related to the rights and/or duties of Declarant as Declarant under the Community Documents, and (c) claims relating to the design, construction, or maintenance of the Property.

14.1.2. "Claimant" means any Party having a Claim against any other Party.

14.1.3. "Exempt Claims" means the following claims or actions, which are exempt from this Article:

- a. the Association's claim for Assessments, and any action by the Association to collect Assessments;
- b. an action by a Party to obtain a temporary restraining order or equivalent emergency

equitable relief, and such other ancillary relief as the court deems necessary to maintain the status quo and preserve the Party's ability to enforce the provisions of this Declaration;

- c. enforcement of the servitudes, architectural control, maintenance, and use restrictions of this Declaration; and
- d. a suit to which an applicable statute of limitations would expire within the notice period of this Article, unless a Party against whom the Claim is made agrees to toll the statute of limitations as to the Claim for the period reasonably necessary to comply with this Article.

14.1.4. "Respondent" means the Party against whom the Claimant has a Claim.

14.2. MANDATORY PROCEDURES. Claimant may not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of its Claim until Claimant has complied with the procedures of this Article.

14.3. NOTICE. Claimant must notify Respondent in writing of the Claim (the "**Notice**"), stating plainly and concisely: (a) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (b) the basis of the Claim (i.e., the provision of the Community Documents or other authority out of which the Claim arises); (c) what Claimant wants Respondent to do or not do to resolve the Claim; and (d) that the Notice is given pursuant to this Section.

14.4. NEGOTIATION. Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within 60 days after Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually-acceptable place and time to discuss the Claim. At such meeting or at some other mutually-agreeable time, Respondent and Respondent's representatives will have full access to the property that is subject to the Claim for the purposes of inspecting the property. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent's representatives and agents with full access to the property to take and complete corrective action.

14.5. MEDIATION. If the parties negotiate but do not resolve the Claim through negotiation within one hundred twenty (120) days from the date of the Notice (or within such other period as may be agreed on by the parties), Claimant will have thirty (30) additional days within which to submit the Claim to mediation by a mediator on which the parties mutually agree. If Claimant does not submit the Claim to mediation within the said thirty (30) day period, Claimant is deemed to have waived the Claim, and Respondent is released and discharged from any and all liability to Claimant on account of the Claim.

14.6. TERMINATION OF MEDIATION. If the Parties do not settle the Claim within 30 days after submission to mediation, the mediator will issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was terminated. Thereafter, Claimant may file suit or initiate administrative proceedings on the Claim, as appropriate.

14.7. ALLOCATION OF COSTS. Except as otherwise provided in this Section, each Party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, and Mediation sections above, including its attorney's fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator.

14.8. ENFORCEMENT OF RESOLUTION. Any settlement of the Claim through negotiation or mediation will be documented in writing and signed by the Parties. If any Party thereafter fails to abide by the terms of the agreement, then the other Party may file suit or initiate administrative proceedings to enforce the agreement without the need to again comply with the procedures set forth in this Article. In that event, the Party taking action to enforce the agreement is entitled to recover from the non-complying Party all costs incurred in enforcing the agreement, including, without limitation, attorney's fees and court costs.

14.9. LITIGATION APPROVAL AND SETTLEMENT. The initiation of any judicial or administrative

proceeding by the Association is subject to the following conditions in addition to the above alternate dispute resolution procedures. Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by this Section. This Section may not be amended without the approval of Owners of at least seventy-five percent (75%) of the Lots.

14.9.1. Owner Approval. The Association may not initiate any judicial or administrative proceeding without the prior approval of Owners of at least a majority of the Lots, except that no such approval is required (a) to enforce provisions of this Declaration, including collection of Assessments; (b) to challenge condemnation proceedings; (c) to enforce a contract against a contractor, vendor, or supplier of goods or services to the Association; (d) to defend claims filed against the Association or to assert counterclaims in a proceedings instituted against the Association; or (e) to obtain a temporary restraining order or equivalent emergency equitable relief when circumstances do not provide sufficient time to obtain the prior consents of Owners in order to preserve the status quo.

14.9.2. Higher Approval of Certain Suits. Also, the Association may not initiate any judicial or administrative proceeding against Declarant, a Declarant Affiliate, a Builder, Association officers and directors, or the managing agent of the Association without the approval of Owners representing at least seventy-five percent (75%) of the Lots.

14.9.3. Funding Litigation. Except in the case of a temporary restraining order or equivalent emergency equitable relief when circumstances do not provide sufficient time to levy a Special Assessment, the Association must levy a Special Assessment to fund the estimated costs of litigation prior to initiating a judicial or administrative proceeding. The Association may not use its annual operating income, reserve funds, or savings to fund litigation, unless the Association's annual budget or a savings account was established and funded from its inception as a litigation reserve fund.

14.9.4. Settlement. The Board, on behalf of the Association and without the consent of Owners, is hereby authorized to negotiate settlement of litigation, and may execute any document related thereto, such as settlement agreements and waiver or release of claims.

ARTICLE 15

DECLARANT RIGHTS AND RESERVATIONS

15.1. GENERAL PROVISIONS.

15.1.1. General Reservation and Construction. Notwithstanding other provisions of this Declaration and other Community Documents to the contrary: (a) nothing contained in this Declaration or any of the other Community Documents may be construed to prevent, interfere or lessen the rights of Declarant reserved or otherwise contained in this Article 15; and (b) all mortgagees, other Owners, and the Association are all prohibited from preventing or interfering with the exercise by Declarant of the rights of Declarant reserved or otherwise contained in this Article 15. Declarant hereby reserves exclusively unto itself and its successors and assigns all rights of Declarant set forth in this Article 15. In case of conflict between this Article and any other provision of this Declaration or any other Community Document, this Article controls. This Article may not be amended without the prior written consent of Declarant. The terms and provisions of this Article must be construed liberally to give effect to Declarant's intent to protect Declarant's interests in the Property.

15.1.2. Purpose of Development Period. This Article gives Declarant certain rights during the Development Period to ensure a complete and orderly buildout and sellout of the Property, which is ultimately for the benefit and protection of Owners and mortgagees.

15.1.3. Intent to Build. Declarant, in its own name or through Declarant Affiliates, intends to construct dwellings on the Lots in connection with the sale of the Lots. However, Declarant may, without notice, sell some or all of the Lots to one or more other Builders to improve the Lots with dwellings to be sold and occupied. In that event and during the Development Period: (a) Declarant may declare any other Builder (including without limitation Declarant Affiliates) exempt, in whole or in part, from Assessments by the Association and from any obligation to make contributions to the Association's reserve funds and such

exemption may be fixed for a designated period of time or may be indefinite; and (b) Declarant may, in its sole discretion, amend this Declaration to add or modify provisions addressing the role of a Builder in the Property and Declarant is hereby granted the authority to Unilaterally amend this Declaration as provided in Section 13.4 for this purpose.

15.2. [INTENTIONALLY LEFT BLANK]

15.3. DEVELOPMENT PERIOD RESERVATIONS - GOVERNANCE. Declarant reserves the following powers, rights, and duties during the Development Period:

15.3.1. Incorporation of Association. Declarant will incorporate the Association as a Mississippi nonprofit corporation before the end of the Development Period.

15.3.2. Officers and Directors. During the Development Period, the Board may consist of 3 persons, or such other number as may be authorized in the Bylaws. During the Development Period, Declarant may appoint, remove, and replace any officer and any director of the Association, none of whom need be Members or Owners, and each of whom is indemnified by the Association as a "Leader." Declarant's unilateral right to remove and replace officers and directors applies to officers and directors who were elected or designated by Owners other than Declarant, as well as to Declarant's appointees.

15.3.3. Association Meetings. During the Development Period, meetings of the Association may be held at a location, date, and time that is convenient to Declarant, whether or not it is mutually convenient for the Owners.

15.3.4. Transition Meeting. Within 60 days after the end of the Development Period, or sooner at the Declarant's option, Declarant will call a transition meeting of the Owners for the purpose of electing, by vote of the Members, directors to the Board. Written notice of the transition meeting must be given to an Owner of each Lot at least 10 days before the meeting. The directors elected at the transition meeting will serve until the next annual meeting of the Association or a special meeting of the Association called for the purpose of electing directors, at which time the staggering of terms will begin. Homeowner's in attendance shall constitute quorum.

15.4. DEVELOPMENT PERIOD RESERVATIONS - FINANCIAL. Declarant reserves the following powers, rights, and duties during the Development Period:

15.4.1. Association Budget. During the Development Period, the Declarant-appointed Board will establish a projected budget for the Property as a fully developed, fully constructed, and fully occupied residential community with a level of services and maintenance that is typical for similar types of developments in the general area of the Property, using cost estimates that are current for the period in which the budget is prepared.

15.4.2. Budget Funding. As long as the Declarant controls the Association by its appointment of a majority or more of the directors, Declarant is responsible for the difference between the Association's actual operating expenses and the Regular Assessments received from the Owners other than Declarant, and will provide any additional funds necessary to pay actual cash outlays of the Association. When Declarant ceases to control the Association, Declarant will cease being responsible for the difference between the Association's operating expenses and the Assessments received from Owners other than Declarant.

15.4.3. Enhancements. During the Development Period, Declarant, in Declarant's sole discretion, may, from time to time, voluntarily provide enhancements for the Property, such as higher levels of maintenance, management, insurance, seasonal color in landscaping, and recreational personnel. Such enhancements are not included in the Association's annual operating budget or, alternatively, if included are identified as Declarant enhancements. In the event that Declarant provides enhancements to the Property as authorized in this Section 15.4.3, Declarant may at any time cease providing such enhancements.

15.4.4. Declarant Assessments and Reserves. During the Development Period, any immovable property owned by Declarant is not subject to Assessment by the Association. During the

Development Period, Declarant is not required to make contributions to the Association's reserve funds for the Lots owned by Declarant.

15.4.5. Commencement of Assessments. During the Development Period, Declarant will determine when the Association first levies Regular Assessments against the Lots.

15.4.6. Budget Control. During the Development Period, the right of Owners to veto Assessment increases or Special Assessments is not effective and may not be exercised.

15.4.7. Inspect and Correct Accounts. For a period of 5 years after termination of the Development Period, Declarant reserves for itself and for Declarant's accountants and attorneys, the right, but not the duty, to inspect, correct, and adjust the Association financial records and accounts from the Development Period. The Association may not refuse to accept an adjusting or correcting payment made by or for the benefit of Declarant. Notwithstanding any inferences to the contrary in the preamble paragraph of this Article 15, Declarant's rights under this Section 15.4.7 will not terminate until 5 years following the last day of the Development Period.

15.5. DEVELOPMENT PERIOD ADDITIONAL RESERVATIONS. Declarant reserves the following servitudes and rights, exercisable at Declarant's sole discretion, at any time during the Development Period, regardless of whether Declarant owns any Property at the time of use of the servitude or exercise of the right:

15.5.1. Platting. Unplatted parcels, if any, may be platted in whole or in part, and in phases. The right to plat belongs to the owner of the unplatted parcel, provided, however, that a plat that creates Common Areas or obligations for the Association must also be approved by Declarant.

15.5.2. Expansion. During the Development Period, Declarant may, in its sole discretion, annex to declare to be included as part of the Property: (a) any immovable property any portion of which is contiguous with, adjacent to, or within 1,000 feet of any immovable property that is subject to this Declaration, (b) any immovable property in any addition or subdivision platted by the County as a phase or section of the Property, or (c) located in a planned development district created by the County for the property subject to this Declaration. Declarant annexes immovable property by subjecting it to the Declaration and the jurisdiction of the Association by recording a supplement or an amendment of this Declaration, executed by Declarant, in the conveyance records of the County. The supplement or amendment of annexation must include a description of the additional immovable property or a reference to the recorded plat that describes the additional immovable property.

15.5.3. Withdrawal. Declarant may withdraw immovable property from the effect of this Declaration (a) if the owner of the withdrawn property consents to the withdrawal, and (b) if the withdrawal does not significantly and detrimentally change the appearance, character, operation, or use of the Property.

15.5.4. Changes in Development Plan. Declarant may modify the initial development plan to respond to perceived or actual changes and opportunities in the marketplace. Declarant may (a) change the sizes, dimensions, and configurations of Lots and streets; (b) change the minimum dwelling size; (c) change the building setback requirements; and (d) eliminate or modify any other feature of the Property.

15.5.5. Architectural Control. Declarant has the absolute right to serve as the Architectural Reviewer. Declarant may from time to time, but is not obligated to, delegate all or a portion of its reserved rights as Architectural Reviewer. Any such delegation must be in writing and must specify the scope of delegated responsibilities. Any such delegation is at all times subject to the unilateral rights of Declarant (a) to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated and (b) to veto any decision which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason. Declarant also has the unilateral right to exercise architectural control over vacant Lots in the Property.

15.5.6. Amendment. Declarant may Unilaterally amend this Declaration and the other Community Documents, for any purpose, without consent of other Owners or any mortgagee.

15.5.7. Completion. Declarant has (a) the right to complete or make improvements indicated on

the Plat; (b) the right to sell or lease any Lot owned by Declarant; and (c) a servitude and right to erect, construct, and maintain on and in the Common Area and Lots owned or leased by Declarant whatever Declarant determines to be necessary or advisable in connection with the construction, completion, management, maintenance, leasing, and marketing of the Property, including, without limitation, parking areas, temporary buildings, temporary fencing, portable toilets, storage areas, dumpsters, trailers, and commercial vehicles of every type.

15.5.8. Servitude to Inspect and Right to Correct. Declarant reserves for itself the right, but not the duty, to inspect, monitor, test, redesign, correct, and relocate any structure, improvement, or condition that may exist on any portion of the Property, including the Lots, and a perpetual nonexclusive servitude of access throughout the Property to the extent reasonably necessary to exercise this right. Declarant will promptly repair, at its sole expense, any damage resulting from the exercise of this right.

15.5.9. Promotion. Declarant reserves for itself a servitude and right to place or install signs, banners, flags, display lighting, potted plants, exterior decorative items, seasonal decorations, temporary window treatments, and seasonal landscaping on the Property, including items and locations that are prohibited to other Owners and residents, for purposes of promoting, identifying, and marketing the Property and/or Declarant's dwellings, Lots, developments, or other products located outside the Property. Declarant reserves a servitude and right to maintain, relocate, replace, or remove the same from time to time within the Property. Declarant also reserves the right to sponsor marketing events (e.g., open houses, MLS tours, and brokers parties) on the Property to promote the sale of Lots.

15.5.10. Offices. Declarant reserves for itself the right to use dwellings owned or leased by Declarant as models, storage areas, and offices for the marketing, management, maintenance, customer service, construction, and leasing of the Property and/or Declarant's developments or other products located outside the Property. Also, Declarant reserves for itself the servitude and right to make structural changes and alterations on and to Lots and dwellings used by Declarant as models, storage areas, and offices, as may be necessary to adapt them to the uses permitted under this Declaration.

15.5.11. Access. Declarant has a servitude and right of ingress and egress in and through the Property for purposes of constructing, maintaining, managing, and marketing the Property, and for discharging Declarant's obligations under this Declaration. Declarant also has the right to provide a reasonable means of access for the homebuying public through any existing or future gate that restricts vehicular access to the Property in connection with the active marketing of Lots and homes by Declarant, including the right to require that the gate be kept open during certain hours and/or on certain days. This provision may not be construed as an obligation or intent to gate the Property.

15.5.12. Utility Servitudes. Declarant may grant permits, licenses, and servitudes over, in, on, under, and through the Property for utilities, roads, and other purposes necessary for the proper development and operation of the Property. Declarant reserves the right to make changes in and additions to the servitudes on any Lot, as shown on the Plat, to more efficiently or economically install utilities or other improvements. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, television, cable, internet service, and security. To exercise this right as to land that is not a Common Area of the Property or not owned by Declarant, Declarant must have the prior written consent of the Owner.

15.6. DIFFERENT STANDARDS. Declarant has the right (1) to establish specifications for the construction of all initial improvements in the Property, (2) to establish different specifications for each neighborhood within the Property, and (3) to grant variances or waivers from community-wide standards to certain neighborhoods of the Property.

15.7. MARKETING OTHER LOCATIONS. This Declaration grants to Declarant a number of significant rights to market the Property. Declarant hereby reserves for itself and any current or future Declarant Affiliates the right to use each and every such right for the additional purposes of promoting, identifying, and marketing off-site developments of Declarant or Declarant Affiliates for the duration of the Development Period, even though Declarant and Declarant Affiliates may have completed the marketing of Lots or dwellings in the Property.

15.8. COMMON AREAS. For every Common Area capable of being conveyed to the Association, Declarant will convey title to the Common Area to the Association by one or more deeds - with or without warranty. Declarant's conveyance of title is a ministerial task that does not require and is not subject to acceptance by the Association or the Owners.

15.9. SUCCESSOR DECLARANT. Declarant may designate one or more Successor Declarants for specified designated purposes and/or for specified portions of the Property, or for all purposes and all of the Property. To be effective, the designation must be in writing, signed and acknowledged by Declarant and Successor Declarant, and recorded in the conveyance records of the County. Declarant (or Successor Declarant) may subject the designation of Successor Declarant to limitations and reservations. Unless the designation of Successor Declarant provides otherwise, a Successor Declarant has the rights of Declarant under this Section and may designate further Successor Declarants.

ARTICLE 16

GENERAL PROVISIONS

16.1. HIGHER AUTHORITY. In the event of a conflict between the Community Documents, the hierarchy of authority is as follows: the Plat (highest), this Declaration, Association's Articles of Incorporation, Bylaws, and the rules (lowest). Within the Declaration, Article 15 has the highest authority. In the event of any conflict between an action by, or decision of, Declarant pursuant to its rights under this Agreement and an action by, or decision of, the Association (including without limitation any agency, department, committee or other division of the Association), the action by, or decision of, Declarant will control.

16.2. NOTICE. All demands or other notices required to be sent to an Owner or resident by the terms of this Declaration may be sent by electronic, ordinary, or certified mail, postage prepaid, to the party's last known address as it appears on the records of the Association on the date the notice is issued. If an Owner fails to give the Association an address for sending notices, all notices may be sent to the Owner's Lot, and the Owner is deemed to have been given notice whether or not he actually receives it.

16.3. LIBERAL CONSTRUCTION. The terms and provisions of each Community Document are to be liberally construed to give effect to the purposes and intent of the Community Document. All doubts regarding a provision, including restrictions on the use or alienability of property, will be resolved first to give effect to Declarant's intent to protect Declarant's interests in the Property, and second in favor of the operation of the Association and its enforcement of the Community Documents, regardless which party seeks enforcement.

16.4. RULES OF CONSTRUCTION. Invalidation of any provision of this Declaration by judgment or court order does not affect any other provision, which remains in full force and effect. The effect of a general statement is not limited by the enumeration of specific matters similar to the general. The captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. Unless the context provides otherwise, a reference to a gender includes all genders. Similarly, a reference to the singular includes the plural, the plural the singular, where the same would be appropriate. The word "**shall**" and "**will**" have the same meaning in this Declaration and are both to be interpreted as mandatory.

16.5. DURATION. Unless terminated or amended by Owners as permitted in this Declaration, the provisions of this Declaration run with and bind the Property and will remain in effect perpetually to the extent permitted by law.

THUS DONE AND PASSED, in multiple originals, in my office in Harrison County, Mississippi, on the day, month, and year first above written, and in the presence of the undersigned, competent witnesses, who hereunto sign their names with the said Declarant/Appearer and me, Notary, after reading of the whole.

WITNESSES:

Printed Name: _____

DECLARANT/APPEARER
BLESSED INVESTMENTS TEAM, LLC
By: _____

Printed Name: _____

NELSON WAYNE CARR, MEMBER

NOTARY PUBLIC, in and for
HARRISON COUNTY, MISSISSIPPI
My Commission Expires: _____
Printed Name of Notary Public: _____
Number Assigned to Notary Public (or Bar Roll No.): _____

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B

CONSTRUCTION SPECIFICATIONS

All improvements on a Lot must (1) comply with any applicable governmental ordinances and codes, (2) have a building permit issued by the appropriate governmental entity, if the type of improvement requires a permit, and (3) have the Architectural Reviewer's prior written approval. These three requirements are independent - one does not ensure or eliminate the need for another. The Owner and/or Owner's contractor must comply with all three requirements. Without the Architectural Reviewer's prior written approval for a variance, improvements constructed on every Lot must have the following characteristics:

B.1. HOUSES. The principal improvement on a Lot must be one detached single family dwelling. The dwelling size, setbacks, and exterior materials must comply with the applicable ordinances and with any higher standards established by the Architectural Reviewer.

B.2. NEW CONSTRUCTION. The dwelling must be constructed on the Lot. A dwelling or addition constructed elsewhere may not be moved onto a Lot. Factory-built homes are not permitted, even though assembled or finished on the Lot. However, components of dwellings (such as roof trusses) may be manufactured off-site. The construction of a dwelling must be started promptly after the Architectural Reviewer approves the dwelling's plans and specifications. At the start of construction - but not before - building material to be used in the construction may be stored on the Lot. Once started, the dwelling and all improvements on the Lot must be completed with due diligence.

B.3. EXTERIOR WALL MATERIALS. The type, quality, and color of exterior wall materials must be approved by the Architectural Reviewer. Generally, the dwelling's total exterior area, minus windows and doors, must be masonry or masonry veneer, such as brick, stone, or stucco or siding which must be a cement fiber board product, such as HardiPlank and or Vinyl.

B.4. ROOFS. Roofs must be covered with material having a manufacturer's warranty of at least 20 years. The use of fiberglass shingles is permitted. The color of roofing material must be weatherwood or an equivalent earth tone color. The Architectural Reviewer may permit or require other weights, materials, and colors.

B.5. GARAGE AND DRIVEWAY. Each dwelling must have an attached garage. If the Lot has alley access, the garage must be a rear or side entry using the alley for access. The driveway must be surfaced with concrete.

B.6. CARPORTS. A carport may not be installed, constructed, or maintained on a Lot without the prior written consent of the Architectural Reviewer.

B.7. ACCESSORIES. Installation of all exterior items and surfaces, including address numbers, decorative hardware, external ornamentation, lights fixtures, and exterior paint and stain, is subject to the Architectural Reviewer's prior approval, including approval of design, color, materials, and location.

B.8. NO SUBDIVISION. No Lot may be subdivided. One or more Lots may be replatted with the approval of all Owners of the Lots directly affected by the replatting, and subject to the approval of the city. The parties executing the replat will provide a copy of the recorded replat to the Association. Replatting of Lots may not alter the number of votes and Assessments allocated to the Lots as originally platted. If replatting reduces the number of Lots by combining Lots, the joined Lot will have the votes and Assessments allocated to the Lots as originally platted.

B.9. UTILITIES. All utility lines and equipment must be located underground, except for: (1) elevated or surface lines or equipment required by a public utility or the city; (2) elevated or surface lines or equipment installed by Declarant as part of the development plan; and (3) surface equipment necessary to maintain, operate, or read underground facilities, such as meters, risers, service pedestals, and transformers. The Architectural Reviewer may require that utility meters, risers, pedestals, and transformers be visually screened from the street and neighboring Lots. Each Lot will use city water and sewage systems. Individual water supply and sewage disposal systems are not permitted.

(End of Exhibit B)

**SOUTHERN BREEZE
SUBDIVISION**

A 63 LOT SUBDIVISION
19.95 ACRES

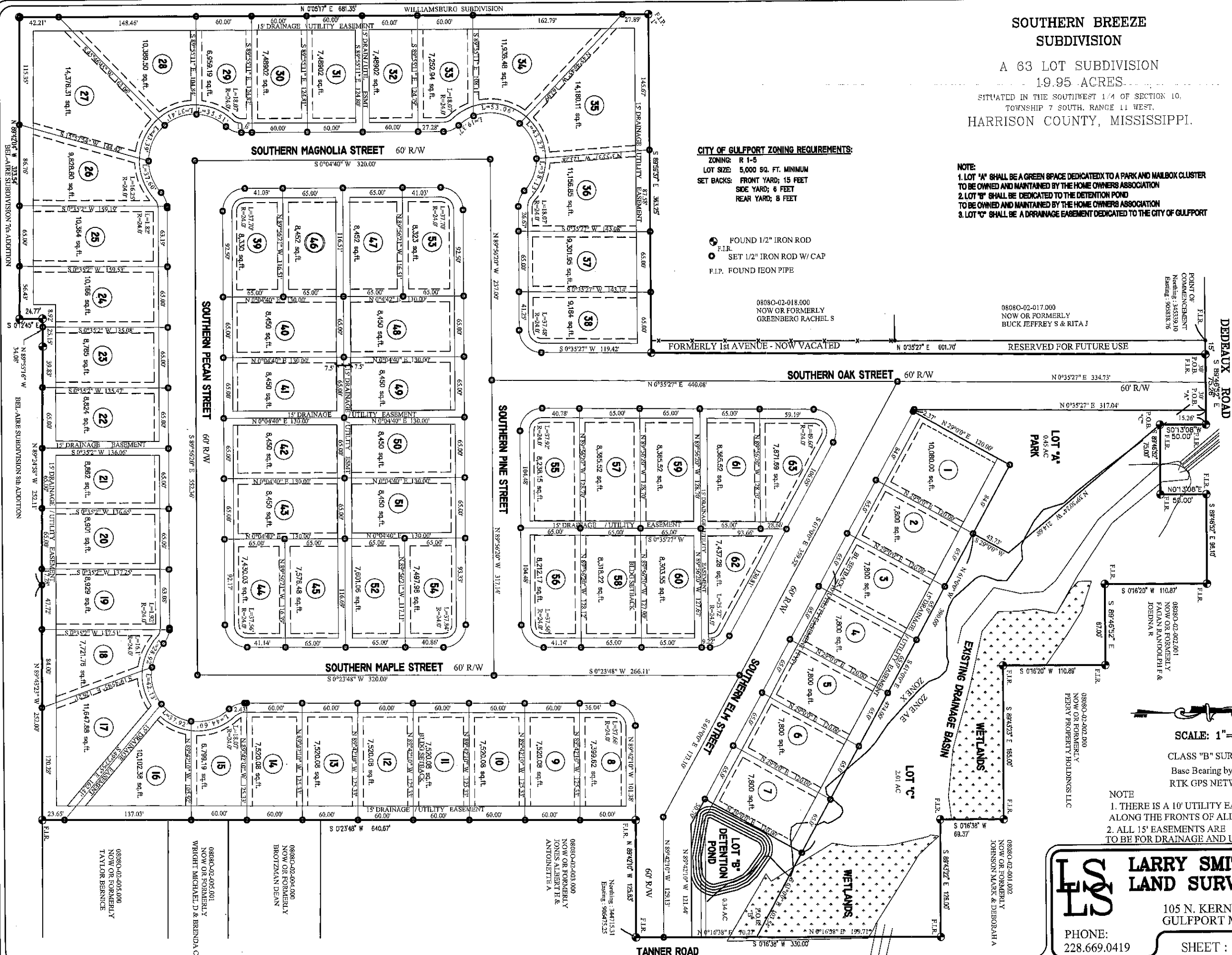
SITUATED IN THE SOUTHWEST 1/4 OF SECTION 10,
TOWNSHIP 7 SOUTH, RANGE 11 WEST,
HARRISON COUNTY, MISSISSIPPI.

CITY OF GULFPORT ZONING REQUIREMENTS:

ZONING: R-1-5
LOT SIZE: 5,000 SQ. FT. MINIMUM
SET BACKS: FRONT YARD: 15 FEET
SIDE YARD: 6 FEET
REAR YARD: 8 FEET

FOUND 1/2" IRON ROD
F.I.R.
SET 1/2" IRON ROD W/ CAP
F.I.P. FOUND IRON PIPE

NOTE:
1. LOT "A" SHALL BE A GREEN SPACE DEDICATED TO A PARK AND MAILBOX CLUSTER
TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION
2. LOT "B" SHALL BE DEDICATED TO THE DETENTION POND
TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION
3. LOT "C" SHALL BE A DRAINAGE EASEMENT DEDICATED TO THE CITY OF GULFPORT



DEDEAUX ROAD

SOUTHERN OAK STREET 60' R/W

SOUTHERN PINE STREET

SOUTHERN MAPLE STREET 60' R/W

SOUTHERN ELM STREET

TANNER ROAD

LOT "A"
0.45 AC

LOT "C"
2.01 AC

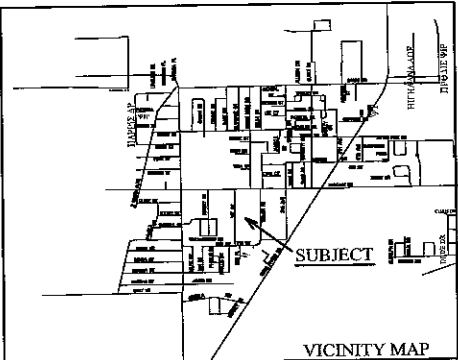
LOT "B"
DETENTION POND
0.34 AC

SCALE: 1"=60'

CLASS "B" SURVEY
Base Bearing by:
RTK GPS NETWORK

NOTE
1. THERE IS A 10' UTILITY EASEMENT
ALONG THE FRONTS OF ALL LOTS
2. ALL 15' EASEMENTS ARE
TO BE FOR DRAINAGE AND UTILITIES.

**LARRY SMITH
LAND SURVEYING**
105 N. KERN DRIVE
GULFPORT MS. 39503
PHONE:
228.669.0419
SHEET : 1 OF 2



OVERALL DESCRIPTION

A parcel of land situated in the Northeast Quarter and the Northwest Quarter of the Southwest Quarter of Section 10, Township 7 South, Range 11 West, City of Gulfport, Harrison County, Mississippi and being more particularly described as follows:

Commencing at a 1/2 inch iron rod found denoting the intersection of the West right of way line of 1st Avenue, as per the recorded Plat of the Resurvey of Pecan Grove Truck Farms in Plat Book 3 at page 211, with the existing South right of way line of Dedeaux Road, said rod also being the Northeast corner of the property belonging, now or formally , to Jeffery and Rita Buck, as per Instrument # 2005-21506-D-J1; thence run along the South right of way line of Dedeaux Road, S89°46'52"E for a distance of 15.0 feet to a 1/2 inch iron rod on the East right of way line of 1st Avenue and the POINT OF BEGINNING; thence continue along the South right of way line of Dedeaux Road, S89°46'52"E a distance of 75.26 feet to a 1/2 inch iron rod; thence S00°13'08"W a distance of 50.0 feet to a 1/2 inch iron rod; thence S89°46'52"E a distance of 75.0 feet to a 1/2 inch iron rod; thence N00°13'08"E a distance of 50.0 feet to a 1/2 inch iron rod; thence S89°46'52"E a distance of 96.10 feet to a 1/2 inch iron rod; thence, departing the said South right of way line, S00°16'20"W a distance of 110.79 feet to a 1/2 inch iron rod; thence S89°46'52"E a distance of 87.00 feet to a 1/2 inch iron rod; thence S00°16'20"W a distance of 110.89 feet to a 1/2" iron rod; thence S89°43'23"E a distance of 165.00 feet to a 1/2 inch iron rod; thence S00°16'38"W a distance of 69.37 feet to a 1/2 inch iron rod; thence S89°43'22"E a distance of 126.00 feet to a 1/2 inch iron rod on the West margin of Tanner Road; thence along the West margin of Tanner Road S00°16'38"W a distance of 330.00 feet to a 1/2 inch iron rod; thence departing said right of way, N89°42'10"W a distance of 125.83 feet to a 1/2 inch iron rod; thence S00°23'48"W a distance of 640.67 feet to a 1/2 inch iron rod; thence N89°43'23"W a distance of 252.00 feet to a 1/2 inch iron rod; thence N89°24'58"W a distance of 252.11 feet to a 1/2 inch iron rod; thence N89°55'16"W a distance of 34.08 feet to a 1/2 inch iron rod; thence S00°12'45"E a distance of 24.77 feet to the North margin of Bel-Aire Subdivision, 7th Addition; thence N89°42'04"W, along the said North margin, a distance of 363.25 feet to the East right of way line of 1st Avenue; thence 681.35 feet to a 1 inch iron pipe; thence S89°59'37"E a distance of 363.25 feet to the East right of way line of 1st Avenue; thence N00°35'27"E along said East line of 1st Avenue a distance of 601.70 feet to the Point of Beginning. Said Parcel contains 869,200 square feet or being 19.95 Acres, more or less.

LOT "A"

Commencing at a 1/2 inch iron rod found denoting the intersection of the West right of way line of 1st Avenue, as per the recorded Plat of the Resurvey of Pecan Grove Truck Farms in Plat Book 3 at page 211, with the existing South right of way line of Dedeaux Road, said rod also being the Northeast corner of the property belonging, now or formally , to Jeffery and Rita Buck, as per Instrument # 2005-21506-D-J1; thence run along the South right of way line of Dedeaux Road, S89°46'52"E for a distance of 15.0 feet to a 1/2 inch iron rod and the POINT OF BEGINNING; thence continue along the South right of way line of Dedeaux Road, S89°46'52"E a distance of 15.26 feet to a 1/2 inch iron rod; thence S00°13'08"W a distance of 50.0 feet to a 1/2 inch iron rod; thence S39°30'24"E a distance of 214.68 feet; thence S29°00'00"W a distance of 43.73 feet to a 1/2 inch iron rod; thence N61°00'00"W a distance of 84 feet to a 1/2 inch iron rod; thence S29°00'00"W a distance of 120.0 feet to a 1/2 inch iron rod; thence N61°00'00"W a distance of 2.37 feet; thence N00°35'27"E a distance of 317.04 feet to a 1/2 inch iron rod and the Point of Beginning. Said Parcel contains 19,591 square feet or being 0.45 Acres, more or less.

LOT "B"

Commencing at a 1/2 inch iron rod found denoting the intersection of the West right of way line of 1st Avenue, as per the recorded Plat of the Resurvey of Pecan Grove Truck Farms in Plat Book 3 at page 211, with the existing South right of way line of Dedeaux Road, said rod also being the Northeast corner of the property belonging, now or formally , to Jeffery and Rita Buck, as per Instrument # 2005-21506-D-J1; thence run along the South right of way line of Dedeaux Road, S89°46'52"E for a distance of 15.0 feet to a 1/2 inch iron rod on the East right of way line of 1st Avenue; thence continue along the South right of way line of Dedeaux Road, S89°46'52"E a distance of 75.26 feet to a 1/2 inch iron rod; thence S00°13'08"W a distance of 50.0 feet to a 1/2 inch iron rod; thence S89°46'52"E a distance of 75.0 feet to a 1/2 inch iron rod; thence N00°13'08"E a distance of 50.0 feet to a 1/2 inch iron rod; thence S89°46'52"E a distance of 96.10 feet to a 1/2 inch iron rod; thence, departing the said South right of way line, S00°16'20"W a distance of 110.79 feet to a 1/2 inch iron rod; thence S89°46'52"E a distance of 87.00 feet to a 1/2 inch iron rod; thence S00°16'20"W a distance of 110.89 feet to a 1/2" iron rod; thence S89°43'22"E a distance of 126.00 feet to a 1/2 inch iron rod on the West margin of Tanner Road; thence along the West margin of Tanner Road S00°16'38"W a distance of 199.71 feet to the POINT OF BEGINNING; thence continue S00°16'38"W along said West margin a distance of 70.27 feet; thence N89°42'10"W a distance of 121.44 feet to a 1/2 inch iron rod; thence N61°00'00"W a distance of 30.70 feet; thence N29°00'00"E a distance of 120.00 feet to a 1/2 inch iron rod; thence S61°00'00"E a distance of 103.54 feet to the Point of Beginning. Said Parcel contains 14,718 square feet or being 0.34 Acres, more or less.

LOT "C"

Commencing at a 1/2 inch iron rod found denoting the intersection of the West right of way line of 1st Avenue, as per the recorded Plat of the Resurvey of Pecan Grove Truck Farms in Plat Book 3 at page 211, with the existing South right of way line of Dedeaux Road, said rod also being the Northeast corner of the property belonging, now or formally , to Jeffery and Rita Buck, as per Instrument # 2005-21506-D-J1; thence run along the South right of way line of Dedeaux Road, S89°46'52"E for a distance of 15.0 feet to a 1/2 inch iron rod on the East right of way line of 1st Avenue; thence continue along the South right of way line of Dedeaux Road, S89°46'52"E a distance of 75.26 feet to a 1/2 inch iron rod; thence S00°13'08"W a distance of 50.0 feet to a 1/2 inch iron rod and the POINT OF BEGINNING; thence S89°46'52"E a distance of 75.0 feet to a 1/2 inch iron rod; thence N00°13'08"E a distance of 50.0 feet to a 1/2 inch iron rod; thence S89°46'52"E a distance of 96.10 feet to a 1/2 inch iron rod; thence, departing the said South right of way line, S00°16'20"W a distance of 110.79 feet to a 1/2 inch iron rod; thence S89°46'52"E a distance of 87.00 feet to a 1/2 inch iron rod; thence S00°16'20"W a distance of 110.89 feet to a 1/2" iron rod; thence S89°43'22"E a distance of 126.00 feet to a 1/2 inch iron rod on the West margin of Tanner Road; thence along the West margin of Tanner Road S00°16'38"W a distance of 199.71 feet; thence N61°00'00"W a distance of 493.54 feet; thence N29°00'00"E a distance of 43.73 feet ; thence N39°30'24"W a distance of 214.68 feet to the Point of Beginning. Said Parcel contains 87,689 square feet or being 2.01 Acres, more or less.

NOTE:

LOTS "A" AND "B" ARE TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION
LOT "C" IS TO BE DEDICATED TO THE CITY OF GULFPORT FOR DRAINAGE PURPOSES

OWNER'S CERTIFICATE AND DEDICATION

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

WITNESS MY SIGNATURE ON THIS _____ DAY OF _____, 2022.

NELSON WAYNE CARR, MANAGING MEMBER FOR BLESSED INVESTMENT TEAM, LLC

NELSON WAYNE CARR
MANAGING MEMBER

ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2022, within my jurisdiction, the within named Cheryl Sney, who acknowledged to me that she is partner of Nacalco Land, LP, a limited partnership, and that for and on behalf of said partnership as partner of said limited partnership, and as the act and deed of said partnership as partner of said limited partnership, she executed and delivered the above and foregoing instrument, after first having been duly authorized by said partnership and said limited partnership so to do.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2022.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

SOUTHERN BREEZE SUBDIVISION

19.95 ACRES

SITUATED IN THE SOUTHWEST 1/4 OF SECTION 10,
TOWNSHIP 7 SOUTH, RANGE 11 WEST.

HARRISON COUNTY, MISSISSIPPI.

NOTES:

- 1.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH DERIVED BY GPS OBSERVATION UTILIZING THE TRIMBLE VRS NOW, RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
- 2.) 1/2" X 18" IRON RODS WITH YELLOW PLASTIC CAPS STAMPED "L SMITH 02695" SET AT ALL LOT CORNERS UNLESS NOTED AS FOUND MARKERS.
- 3.) SURVEY CLASS- "B"
- 4.) TOTAL LOTS - 63
- 5.) DATE OF FIELD SURVEY- SEPTEMBER 01, 2021

BEARING NOTE:

ALL BEARINGS AND DISTANCES SHOWN ON THIS PLAT ARE GRID AND ARE BASED ON THE MISSISSIPPIANAD 83 EAST ZONE STATE PLANE COORDINATE SYSTEM AND ARE DERIVED FROM A GLOBAL POSITIONING SYSTEM OBSERVATION UTILIZING THE TRIMBLE VRS NOW RTK NETWORK

FLOOD ZONE NOTE:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE "X & AE" ACCORDING TO MAP NUMBER 28047C02554H, DATED DECEMBER 21, 2017.

ZONING INFORMATION:

THIS PARCEL OF LAND IS ZONED R-1-S. REFER TO CITY OF GULFPORT LAND DEVELOPMENT MUNCODE.

CITY ENGINEER'S CERTIFICATE OF APPROVAL

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

THE CITY ENGINEER IS HEREBY GIVEN ON THIS _____ DAY OF _____, 2022.

WAYNE E. MILLER, P.E.
CITY ENGINEER

CERTIFICATE OF APPROVAL AND ACCEPTANCE

THIS SUBDIVISION PLAT HAS BEEN SUBMITTED TO AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI BY ORDER DULY ADOPTED ON THE _____ DAY OF _____, 2022, AND ENTERED IN THE OFFICIAL MINUTES OF THE CITY OF GULFPORT IN MINUTE BOOK NO.: _____ PAGES _____

CITY OF GULFPORT

BY: _____
BILLY HEWES, MAYOR DATE OF EXECUTION _____

BY: _____
BRITTANY RODGERS, CLERK OF COUNCIL DATE OF EXECUTION _____

CERTIFICATE OF COMPARISON

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE HAVE COMPARED THIS DUPLICATE PLAT OF THE SOUTHERN BREEZE SUBDIVISION WITH THE ORIGINAL FEMA TRAILER PARK PLAT AND FIND THE SAME TO BE AN EXACT COPY THEREFORE.

WITNESS OUR SIGNATURES ON THIS _____ DAY OF _____, 2022.

DEPUTY CLERK LARRY R. SMITH, P.L.S. NO. 2695

SURVEYOR'S CERTIFICATE

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

WITNESS MY SIGNATURE ON THIS _____ DAY OF _____, 2022.

LARRY R. SMITH, P.L.S. NO. 2695

PLANNING COMMISSION APPROVAL

THIS SUBDIVISION HAS BEEN SUBMITTED TO AND APPROVED BY THE GULFPORT CITY PLANNING COMMISSION ON THE _____ DAY OF _____, 2022.

KEITH WILLIAMS, PLANNING COMMISSION CHAIRMAN

RECORDING CERTIFICATE

FILED AND RECORDED IN DUPLICATE ON THIS _____ DAY OF _____, 2022, IN THE RECORD OF PLATS OF HARRISON COUNTY, MISSISSIPPI IN PLAT BOOK _____, ON PAGE _____.

JOHN MCADAMS, CHANCERY CLERK

BY: _____ D.C.



[Signature] 1st Judicial District
Instrument 2021- 9049 - D- J1
Filed/Recorded 06/28/2021 8:00 AM
Total Fees \$ 26.00
4 Pages Recorded

PREPARED BY:
LAURA F. PAULK, PLLC
16127 Orange Grove Road
Gulfport, MS 39503
228-831-1818
LFP File No.: R2107400
MS Bar No.:10733

STATE OF MISSISSIPPI
COUNTY OF HARRISON

INDEXING INSTRUCTIONS: Pcl in the NE 1/4 of the SW 1/4 of Section 10-7-11, Harrison County, Mississippi

WARRANTY DEED

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid this date, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged,

Penny Ladner Rovick, also known as Penny Louise Rovick, also known as Penny L. Ladner, 2510 HWY 53, Perkinson, Mississippi 39573, (228) 697-1871 and Ryan D. Rovick, 4476 CR 4343 Lot 9 Aransas Pass, TX 78336 (205) 746-6633, Grantors

do hereby sell, convey and warrant unto,

Blessed Investments Team, LLC, a Mississippi Limited Liability Company, Post Office Box 2353, Gulfport, MS 39503, (228) 860-2203, Grantee,

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

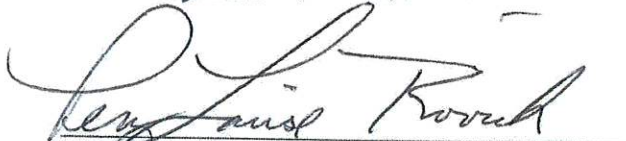
See the attached Exhibit "A" for the legal description.

This conveyance is made expressly subject to any and all restrictive covenants, rights-of-

way, easements, and mineral reservations and any other rights now of record which effect the above described property.

The property conveyed herein is no part of the homestead of the Grantors.

WITNESS MY SIGNATURE, this the 26 day of May, 2021.


PENNY LOUISE ROVICK

STATE OF Mississippi
COUNTY OF Hancock

Personally appeared before me, the undersigned Notary Public in and for the above named jurisdiction, the within named, PENNY LOUISE ROVICK, who acknowledged that she signed and delivered the above and foregoing instrument.

Given under my hand and seal, this the 26th D.H. day of May, 2021.


NOTARY PUBLIC



My Commission Expires:

2-5-22

WITNESS MY SIGNATURE, this the 23 day of June, 2021.

Ryan D. Rovick
RYAN D. ROVICK

STATE OF TEXAS

COUNTY OF NUECES

Personally appeared before me, the undersigned Notary Public in and for the above named jurisdiction, the within named, RYAN D. ROVICK, who acknowledged that he signed and delivered the above and foregoing instrument.

Given under my hand and seal, this the 23rd day of June, 2021.

Judy Elizabeth Rodriguez
NOTARY PUBLIC

My Commission Expires:

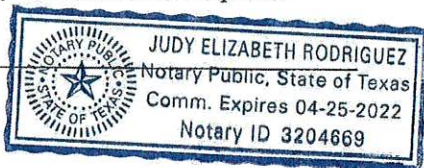


EXHIBIT "A"

TRACT II: (Parcel No. 08080-02-016.000)

A parcel of land situated in the Northeast quarter of the Southwest quarter of Section 10, Township 7 South, Range 11 West, City of Gulfport, Harrison County, Mississippi said being part of Blocks 14 and 15, Resurvey of Pecan Grove Truck Farms and being further described as follows:

Commencing at a 1/2 inch iron rod found denoting the intersection of the West right of way line of 1st Avenue as per the recorded plat of the Resurvey of Pecan Grove Truck Farms in Plat Book 3 at Page 211 with the existing South right of way line of Dedeaux Road, said rod also being the Northeast corner of the property belonging, now or formerly, to Jeffery and Rita Buck as per Instrument #2005-21506-D-J1; thence run along said South right of way South 89 degrees 46 minutes 52 seconds East for a distance of 15.00 feet to a 1/2 inch iron rod set on the East right of way line of 1st Avenue and the Point of Beginning; thence continue along said South right of way line run South 89 degrees 46 minutes 52 seconds East for a distance of 75.26 feet to a 1/2 inch iron rod set; thence run South 00 degrees 13 minutes 08 seconds West for a distance of 50.00 feet to a 1/2 inch iron rod set; thence run South 89 degrees 46 minutes 52 seconds East for a distance of 75.00 feet to a 1/2 inch iron rod set; thence run North 00 degrees 13 minutes 08 seconds East for a distance of 50.00 feet to a 1/2 inch iron rod set; thence run South 89 degrees 46 minutes 52 seconds East for a distance of 96.10 feet to a 1/2 inch iron rod set; thence departing said South right of way line run South 00 degrees 16 minutes 20 seconds West for a distance of 110.79 feet to a 1/2 inch iron rod set; thence run South 89 degrees 46 minutes 52 seconds East for a distance of 87.00 feet to a 1/2 inch iron rod set; thence run South 00 degrees 16 minutes 20 seconds West for a distance of 110.89 feet to a 1/2 inch iron rod set; thence run South 89 degrees 43 minutes 23 seconds East for a distance of 165.00 feet to a 1/2 inch iron rod set; thence run South 00 degrees 16 minutes 38 seconds West for a distance of 69.37 feet to a 1/2 inch iron rod set; thence run South 89 degrees 43 minutes 22 seconds East for a distance of 126.00 feet to a 1/2 inch iron rod set on the West right of way line of Tanner Road; thence run along said West right of way line South 00 degrees 16 minutes 38 seconds West for a distance of 330.00 feet to a 1/2 inch iron rod set; thence departing said right of way line run North 89 degrees 42 minutes 10 seconds West a distance of 125.83 feet to a 1/2 inch iron rod set; thence run South 00 degrees 23 minutes 48 seconds West for a distance of 640.67 feet to a 1/2 inch iron rod set; thence run North 89 degrees 43 minutes 23 seconds West for a distance of 252.00 feet to a 1/2 inch iron rod set; thence run North 00 degrees 33 minutes 47 seconds East for a distance of 250.00 feet to a 1/2 inch iron rod set; thence North 89 degrees 43 minutes 23 seconds West for a distance of 252.00 feet to a 1 1/2 inch iron pipe found; thence run North 00 degrees 35 minutes 27 seconds East for a distance of 1011.36 feet to the Point of Beginning. Said property being one and the same as Parcel A as described in Instrument Number 2016 9017D-J1 as recorded in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi. Said property is one and the same as Parcel "A" as described in Instrument Number 2016 9017 D-J1 as filed in the Office of the Chancery Clerk of Harrison County, Mississippi, First Judicial District.



1st Judicial District
Instrument 2021-9051 - D-J1
Filed/Recorded 06/28/2021 8:01 AM
Total Fees \$ 28.00
3 Pages Recorded

PREPARED BY:

Law Offices of
LAURA F. PAULK, PLLC
16127 Orange Grove Road
Gulfport, MS 39503
228-831-1818
LFP File No.: 2107400
MS Bar No.: 10733

Return To:

Law Offices of
LAURA F. PAULK, PLLC
16127 Orange Grove Road
Gulfport, MS 39503
228-831-1818
LFP File No.: 2107400

STATE OF MISSISSIPPI

COUNTY OF HARRISON

WARRANTY DEED

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid this date, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged,

Ernest E. Ladner and Vonnie L. Ladner as Trustees of The Ernest E. Ladner and Vonnie L. Ladner Revocable Living Trust, Grantor
2510 HWY 53
Perkinston, MS 39573
228-234-2370

do hereby sell, convey and warrant unto

Blessed Investments Team, LLC, a Mississippi Limited Liability Company, Grantee
P.O. Box 2353
Gulfport, MS 39505
228-860-2203,

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

(See Exhibit A attached)

INDEXING INSTRUCTIONS: S 250' of Lots 6 & 7, Blk 15, Pecan Grove Truck Farms Addition Resurvey; Pcl in E 1/2 of SE 1/4 of NW 1/4 of SW 1/4 of Sec. 10-7-11, Harrison Co., MS

It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis and are assumed by the Grantee. When said taxes are actually determined, if the proration as of this date is incorrect, the Parties hereto agree to pay on the basis of an actual proration.

This conveyance is made expressly subject to any and all restrictive covenants, rights-of-way,

easements, and mineral reservations and any other rights now of record which effect the above described property.

WITNESS MY SIGNATURE, this the 25th day of June, 2021.

The Ernest E. Ladner and Vonnie L. Ladner
Revocable Living Trust

Ernest E. Ladner
By: Ernest E. Ladner, Trustee

Vonnie L. Ladner
By: Vonnie L. Ladner, Trustee

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned Notary Public in and for the above named jurisdiction, the within named, Ernest E. Ladner and Vonnie L. Ladner, who acknowledged that they are the Trustees of The Ernest E. Ladner and Vonnie L. Ladner Revocable Living Trust, and that individually and in said representative capacity as Trustees of The Ernest E. Ladner and Vonnie L. Ladner Revocable Living Trust, as its act and deed, they executed the above and foregoing instrument on the day and year therein stated, after first having been duly authorized by said trust so to do.

Given under my hand and seal, this the 25th day of June, 2021.

Candace M. Dye
NOTARY PUBLIC

My Commission Expires:



EXHIBIT A

LEGAL DESCRIPTION

TRACT I: (Parcel No. 0808O-02-015.000 and Parcel No. 0808O-02-019.000)

The South 250 feet of Lots 6 and 7, Block 15, Pecan Grove Truck Farms Addition Resurvey, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

AND ALSO: The East 1/2 of the SE 1/4 of the NW 1/4 of the SW 1/4 of Section 10, Township 7 South, Range 11 West, LESS AND EXCEPT therefrom the right of way now used as a public road, said property being situated in the First Judicial District of Harrison County, Mississippi. (This "And Also" description is specifically for Parcel No. 0808O-02-019.000)

TOGETHER WITH an exclusive, perpetual easement for ingress and egress over the following described property:

The West 35 feet of Lots 5 and 6, Block 14 and the West 35 feet of Lot 5 and the West 35 feet of the North 65 feet of Lot 6, Block 15 of the Re-Survey of Pecan Grove Truck Farm Addition in Section 10, Township 7 South, Range 11 West, Harrison County, Mississippi in Plat Book 6 at Page 21 (Copy Book 3 at Page 211) on file in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

LESS AND EXCEPT that portion of the above described property lying within the new right of way of Dedeaux Road.

LESS AND EXCEPT the South 24.09 feet of the East 10 feet of the West 35 feet of Lot 5, Block 14 and the North 41.42 feet of the East 10 feet of the West 35 feet of Lot 6, Block 14, Re-Survey of Pecan Grove Truck Farm Addition, City of Gulfport, Harrison County, Mississippi.



MISCELLANEOUS PAYMENT RECPT#: 11848810
CITY OF GULFPORT

GULFPORT, MS 39501

DATE: 10/06/22 TIME: 14:51:00
CLERK: cbrown DEPT:
CUSTOMER#:

COMMENT:

CHG: PZD PLANNING AND ZO 505.00

AMOUNT PAID: 505.00

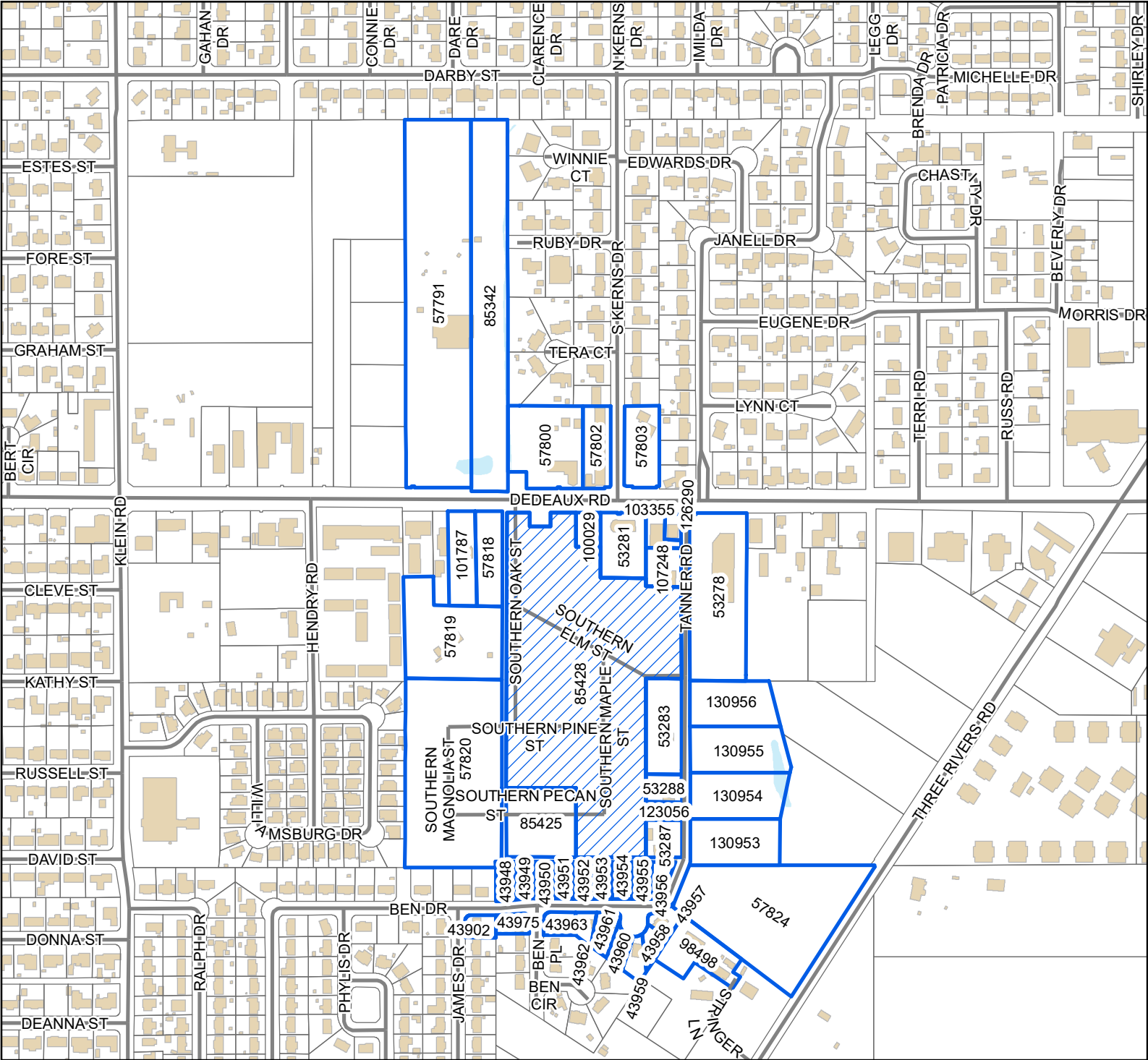
PAID BY: KRISTIAN RIEMANN
PAYMENT METH: CREDIT CARD

REFERENCE:

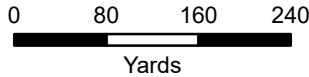
AMT TENDERED: 505.00
AMT APPLIED: 505.00
CHANGE: .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	85428	0808O-02-016.000	WAYNE CARR/GREG WILLIAMS	21680 SAUCIER FAIRELY ROAD	SAUCIER	MS	39574
			ROBERT K. RIEMANN P.E.	3103 5TH AVENUE SUITE B	GULFPORT	MS	39501
N			Adjacent Property Owners (0808O-02-016.000)				
	57800	0808J-03-051.000	ASSEMBLIES OF GOD INC	14374 DEDEAUX RD	GULFPORT	MS	39503
	43975	0808O-01-031.000	BARTON JOSHUA	100 BEN PLACE	GULFPORT	MS	39503
	126290	0808O-02-001.003	BELLWETHER LLC	14335 DEDEAUX ROAD	GULFPORT	MS	39503
	43949	0808O-02-013.000	BENTON GERTRUDE L-ESTATE-	P O BOX 181	MAGEE	MS	39111
	57802	0808J-03-052.000	BH INVESTMENTS LLC	13084 OLD HWY 49	GULFPORT	MS	39503
	43948	0808O-02-014.000	BH INVESTMENTS LLC	11497 HWY 49 N	GULFPORT	MS	39503
	85425	0808O-02-015.000	BLESSED INVESTMENTS TEAM LLC	P O BOX 2353	GULFPORT	MS	39505
N	57820	0808O-02-019.000	BLESSED INVESTMENTS TEAM LLC	P O BOX 2353	GULFPORT	MS	39505
	53278	0808O-01-006.000	BOX PROPERTIES LLC	P O BOX 3475	GULFPORT	MS	39505
	53288	0808O-02-004.000	BROTZMAN DEAN	11157 TANNER RD	GULFPORT	MS	39503
	130954	0808O-01-007.003	BROTZMAN DEAN ELDRED	11157 TANNER RD	GULFPORT	MS	39503
	57818	0808O-02-017.000	BUCK JEFFREY S & RITA J	1930 31ST STREET	GULFPORT	MS	39501
	43963	0808O-01-020.000	CRAWFORD CORA M	172 BEN DR	GULFPORT	MS	39503
	43951	0808O-02-011.000	DEAN ASHLEY N	148 BEN DRIVE	GULFPORT	MS	39503
	43953	0808O-02-009.000	DILL JERRY	327 E 3RD STREET	LONG BEACH	MS	39560
	43952	0808O-02-010.000	DILL JERRY	327 E THIRD ST	LONG BEACH	MS	39560
	43950	0808O-02-012.000	DUCKWORTH MICHAEL L & BARBARA A	146 BEN DR	GULFPORT	MS	39503
	100029	0808O-02-002.001	FAGAN RANDOLPH F & JOEDNA R	9108 W SIMMONS BAYOU	OCEAN SPRINGS	MS	39564
	57803	0808J-02-084.000	FIRST CHRISTIAN CHURCH (DISCIPLES OF CH	14344 DEDEAUX RD	GULFPORT	MS	39503
	43960	0808O-01-017.000	GEER DOUGLAS E & JENELL B	2660 LYON AVE	RIVERSIDE	CA	92503
	57819	0808O-02-018.000	GREENBERG RACHEL S	14417 DEDEAUX RD	GULFPORT	MS	39503
N	57791	0808J-03-024.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	85342	0808J-03-024.001	GULFPORT CITY OF	PO BOX 1780	GULFPORT	MS	39502
	43959	0808O-01-016.000	HALL SHARON ANN	164 BEN DR	GULFPORT	MS	39503
	57824	0808O-01-008.000	HMEM HOLDINGS LLC	12208 PRESERVATION DRIVE	GULFPORT	MS	39503
	43961	0808O-01-018.000	JOHNSON BENJAMIN E	168 BEN DR	GULFPORT	MS	39503
	107248	0808O-02-001.002	JOHNSON MARK & DEBORAH A	11237 B TANNER RD	GULFPORT	MS	39503
	53283	0808O-02-003.000	JONES ALBERT H & ANTOINETTE A	PO BOX 1135	LONG BEACH	MS	39560
	98498	0808O-01-013.002	KORPITA REBECCA STRINGER	14362 STRINGER LANE	GULFPORT	MS	39503
	130953	0808O-01-007.002	LOGAN MULTICRAFT LLC	2205 JOHN HILL BLVD STE C	GULFPORT	MS	39501
	43962	0808O-01-019.000	MCCREARY TRACY D	170 BEN DR	GULFPORT	MS	39503
	130955	0808O-01-007.004	MINGOTI JEFFERSON	15361 HAVERSHAM PL	D'IBERVILLE	MS	39540
	43956	0808O-02-006.000	MUNGER MONTE D ETAL	156 BEN DR	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	53281	08080-02-002.000	PERRY PROPERTY HOLDINGS LLC	14355 DEDEAUX RD	GULFPORT	MS	39503
	103355	08080-02-001.001	RED CREEK PROPERTIES LLC	14335 DEDEAUX ROAD	GULFPORT	MS	39505
	43957	08080-01-014.000	RICHARD KEITH E & MARILYN K	160 BEN DR	GULFPORT	MS	39503
	43902	08080-01-032.000	RIGSBY CLARANCE E -L/E-	152 JAMES DR	GULFPORT	MS	39503
	101787	08080-02-017.001	SAUCIER JACKIE HENDRY -L/E-	14411 DEDEAUX RD	GULFPORT	MS	39503
	43954	08080-02-008.000	SMITH BARBARA G	1304 PAVILION LANE	HORSESHOE BEND	AR	72512
	130956	08080-01-007.005	SUPERIOR LAWN & GARDEN LLC	2110 RUSTWOOD DR	BILOXI	MS	39532
	53287	08080-02-005.000	TAYLOR BERNICE	11141 TANNER RD	GULFPORT	MS	39503
	43955	08080-02-007.000	TTLBL LLC	4747 EXECUTIVE DR STE 510	SAN DIEGO	CA	92121
	43958	08080-01-015.000	UMBRELLA PROPERTIES LLC	158 UNION TURNPIKE	HUDSON	NY	12534
	123056	08080-02-005.001	WRIGHT MICHAEL D & BRENDA C	11149 TANNER RD	GULFPORT	MS	39503



- Legend**
- Site
 - Adjacent Properties
 - Street
 - Buildings
 - Water Features



1 inch = 500 feet



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

RE: Final Plat 2211PC211, by agent Robert Reimann, tax parcels 0808O-02-016.000, 0808O-02-019.000, 0808O-02-015.000, Approval of Final Plat for 63-lot subdivision (Southern Breeze Subdivision) with 3 outparcels, Dedeaux Rd & Tanner Rd, Zoned R-1-5 (Single-family) & B-2 (General business), 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, November 17, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Planning Commission for **Thursday, November 17, 2022**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

THANK YOU for your legal submission!

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

ORDER DETAILS

Order Number:
IPL0096113

Order Status:
Submitted

Classification:
Legals & Public Notices

Package:
BLX - Legal Ads

Final Cost:
81.72

Payment Type:
Account Billed

User ID:
IPL0024925

ACCOUNT INFORMATION

GULFPORT URBAN DEVELOPMENT IP
PO BOX 1780
GULFPORT, MS 39502
228-868-5705
AccountsPayable@gulfport-ms.gov
GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT

Date
October 27, 2022 11:41:15 AM EDT

Amount:
81.72

SCHEDULE FOR AD NUMBER IPL00961130

November 2, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00961130**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, November 17, 2022 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2211PC194, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests for outdoor entertainment venue, 942 1/2 Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

Zoning Map Amendment 2211PC195, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 942 1/2 Beach Blvd, Ward 2

Planning Commission Approval 2211PC196, by owner Jermille Johnson, tax parcel 0810B-03-099.000, Requests mobile home use, W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

Zoning Map Amendment 2211PC198, by agent Jorge Vargas, tax parcel 1007M-01-038.000, Requests to rezone from R-B (Residence-business) to R-E (Residence estate), 13062 Sheldon St, Zoned R-B (Residence-business), Ward 6

Planning Commission Approval 2211PC199, by agent Terrell Roddy, tax parcel 0808D-04-004.000, Requests to allow a medical dispensary use, 12407 HWY 49 N, Zoned B-4 (Highway business), Ward 7

Special Exception 2211SE200, by agent Adeeb Botros, tax parcel 0810C-03-059.000, Requests liquor store use, 8304 HWY 49 B, Zoned B-4 (Highway business), Ward 3

Planning Commission Approval 2211PC201, by owners Barry & Theresa Weyland, tax parcel 1010E-03-007.015, Request home occupation for real estate office, 927 Old Towne St, Zoned T3 (Sub-Urban Zone), Ward 4

Zoning Map Amendment 2211PC202, by agent Joyce Unsworth, tax parcel 0710O-02-102.002, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4809 29th St, Zoned B-1 (Neighborhood business), Ward 1

Planning Commission Approval 2211PC203, by agent Doug Hanson, tax parcel 0811G-03-033.000, Request home occupation for mobile windshield repair business, 1632 2nd St, Zoned T4L (General Urban Zone "Limited"), Ward 2

Appeals 2211PC204, by owners 3112 Pass Rd LLC & Ronald Fremin II, tax parcel 0811D-04-009.000, Requests metal exterior on facility, 3112 Pass Road, Zoned I-1 (Light Industry), Ward 1

Planning Commission Approval 2211PC205, by owners Yolanda & Marcus Stubbs, tax parcel 0908J-01-036.000, Requests home occupation for mobile notary use, 20 Joanna Lane, R-1-10 (Single-family) Ward 6

Zoning Map Amendment 2211PC206, by owners Incia Hernandez & Wilson Martinez, tax parcel 0910N-01-018.001, Request to rezone from B-2 (General Business) to R-B (Residence Business), 3205 F Ave, Zoned B-2 (General Business), Ward 4

Zoning Map Amendment 2211PC207, by agent J. William Williams, tax parcels 0708P-01-004.007 & 0708P-01-006.000, Requests to rezone from R-1-15 (Single-family) to B-2 (General business), 11261 Old Highway 49, Zoned R-1-15 (Single-family), Ward 7

Resubdivision 2211PC208, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2211PC209, by agent Robert Reimann, tax parcel 0809B-03-017.000, Requests to rezone from I-2 (Heavy Industry) to R-3 (General residence), River Ten Rd & Klein Rd, Zoned I-2 (Heavy Industry), Ward 7

Planning Commission Approval 2211PC210, by agent Addison Bell,

Planning Commission Approval 2210PC190, by agent Addison Reimann, tax parcel 0809K-02-002.001, Request approval to allow a medical dispensary use, Creosote Rd, B-4 (Highway business), Ward 3

Final Plat 2211PC211, by agent Robert Reimann, tax parcels 0808O-02-016.000, 0808O-02-019.000, 0808O-02-015.000, Approval of Final Plat for 63-lot subdivision (Southern Breeze Subdivision) with 3 outparcels, Dedeaux Rd & Tanner Rd, Zoned R-1-5 (Single-family) & B-2 (General business), Ward 5

Planning Commission Approval 2210PC190, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive sales of less than 50 vehicles & automotive laundry use, 2601 15th Ave, Zoned B-2 (General business), Ward 3

This the 26th day of October, 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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

Cadence Bank

Irrevocable Standby Letter of Credit

Cadence Bank
Tupelo, Mississippi

Issue Date: December XX, 2022

Letter of Credit Number: XXXXXXXXX

Expiration Date: December 21, 2024

Beneficiary:

City of Gulfport
1410 24th Avenue
Gulfport, MS 39501

Applicant:

Blessed Investments Team, LLC
19000 Pine Forrest Rd
Gulfport, MS 39503

Amount (figures): \$198,800.00 US Dollars

Amount (words): One Hundred Ninety-Eight Thousand Eight Hundred and NO/100 US Dollars

RE: Surety Bond

Dear Sir or Madam:

We hereby open our Irrevocable Standby Letter of Credit in your favor for the account of the above Applicant, up to the aggregate amount specified above available to you as Beneficiary by your sight draft drawn on us under the terms and conditions stated herein below.

Draft(s) drawn on us must be in the form of Exhibit "A" hereto, must bear on its face the words, "Drawn under Cadence Bank, Irrevocable Standby Letter of Credit Number XXXXXXXXX dated December XX, 2022" and must be appropriately completed and signed or endorsed by your representative, and must be accompanied by the following:

1. A statement executed by Beneficiary stating: "The undersigned hereby certifies that Blessed Investments Team, LLC is in default under the terms of that certain agreement, between City of Gulfport and Blessed Investments Team, LLC, requiring Blessed Investments Team, LLC to correct non-conforming asphalt pavement in Southern Breeze Subdivision, and that the applicable period to cure such default has expired." (See Exhibit "B" here to)
2. The original of this Irrevocable Standby Letter of Credit and any amendments thereto.

Partial drawings are permitted. This Irrevocable Standby Letter of Credit may not be assigned or transferred.

The proceeds of draft(s) drawn hereunder must be credited to amounts owed to you by the Applicant.

We do hereby engage with you that draft(s) drawn hereunder and under the terms and conditions provided herein will be duly honored if drawn on us and presented to us at the following address: Cadence Bank, 2778 West Jackson Street, Building C, Tupelo, MS 38801 Attention: Letter of Credit Department, on or before 2:00 P.M. Central Time at said location on or before the Expiration Date, at which time this Irrevocable Standby Letter of Credit expires. We will not honor any drafts drawn hereunder after the Expiration Date and time.

This Irrevocable Standby Letter of Credit sets forth in full the terms of our undertaking and this undertaking shall not in any way be modified, amended or amplified by reference to any document, instrument, or agreement which may be referred to herein or in which this Irrevocable Standby Letter of Credit is referenced or to which this Irrevocable Standby Letter of Credit relates. No such reference shall be deemed to incorporate herein by reference any document, instrument, or agreement.

This undertaking is issued subject to the International Standby Practices 1998.

Cadence Bank

BY: _____
Heather M. Sullivan
ITS: Vice President

The form of this letter of credit is approved and accepted this _____ day of _____, 20____.

Blessed Investments Team, LLC

Blessed Investments Team, LLC

Signature

Signature

Typed Name & Title of Signer

Typed Name & Title of Signer

EXHIBIT A

SIGHT DRAFT

TO: Cadence Bank
2778 West Jackson Street
Building C
Tupelo, Mississippi 38801
Attention: Letter of Credit Department

(Date)

Drawn under Cadence Bank, Irrevocable Standby Letter of Credit Number
_____ dated _____, _____.

DRAFT AMOUNT (in words):

_____ and ___/100's US Dollars

DRAFT AMOUNT (in figures): \$ _____

REMITTANCE ADDRESS:

**AT SIGHT PAY TO THE ORDER OF THE UNDERSIGNED BENEFICIARY, AT
THE REMITTANCE ADDRESS SPECIFIED ABOVE, THE DRAFT AMOUNT
SPECIFIED ABOVE.**

Beneficiary

By: _____

Title: _____



OFFICE of DIRECTOR of
PUBLIC WORKS and
ENGINEERING

4050 Hewes Avenue
Gulfport, MS 39507-3903
Phone: 228-868-5740
Fax: 228-214-2238

November 7, 2022

Mr. Robert K. Riemann, P.E.
Engineering Xcellence
3103 5th Avenue
Gulfport, MS 39501
(228) 518-2980

RE: Notice of Nonconforming Work
Southern Breeze Subdivision
Permit # 202200824

Mr. Riemann,

This letter is to provide written notice of defective or nonconforming work on the referenced project as required by Chapter 9, Section 9-51, (D), (1) – Completion of improvements of the Code of Ordinances of the City of Gulfport, Mississippi. During recent inspections of the project the following items of nonconforming work were identified.

- Hot Bituminous Pavement – The asphalt pavement improvement is not in accordance with the Engineering approved plans. The entire roadway is required to be milled at gutter and overlaid with one or more lifts meeting the requirements of Gulfport's Construction Standards.
- Sewer Manhole # 8 – The casting of SMH # 8 needs to be raised to be flush with the roadway.

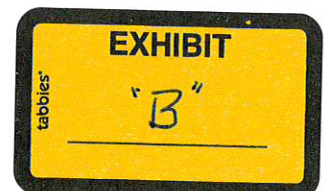
The City requests that Blessed Investments Team, LLC correct all non-conforming work in a timely manner consistent with Gulfport's Construction Standards. Additionally, the City is willing to accept a two (2) year performance bond for the required asphalt pavement work. If the developer wishes to provide a bond the estimate will need to be calculated based on future costs and submitted for review prior to issuing bond.

Should you have any questions or require additional information, please contact our office at (228) 868-5740. Also, you can email me at wmiller@gulfport-ms.gov.

Thank you,

Wayne Miller, P.E.
Director of Public Works & Engineering

cc: Jeremy Harrison, P.E., Assistant Director of Engineering
Tyler Gentry, Assistant Director of Public Works
Engineering File Clerk



Cadence Bank

Irrevocable Standby Letter of Credit

Cadence Bank
Tupelo, Mississippi

Issue Date: December XX, 2022

Letter of Credit Number: XXXXXXXXX

Expiration Date: December 21, 2023

Beneficiary:

City of Gulfport
1410 24th Avenue
Gulfport, MS 39501

Applicant:

Blessed Investments Team, LLC
19000 Pine Forrest Rd
Gulfport, MS 39503

Amount (figures): \$21,800.00 US Dollars

Amount (words): Twenty-One Thousand Eight Hundred and NO/100 US Dollars

RE: Warranty Bond

Dear Sir or Madam:

We hereby open our Irrevocable Standby Letter of Credit in your favor for the account of the above Applicant, up to the aggregate amount specified above available to you as Beneficiary by your sight draft drawn on us under the terms and conditions stated herein below.

Draft(s) drawn on us must be in the form of Exhibit "A" hereto, must bear on its face the words, "Drawn under Cadence Bank, Irrevocable Standby Letter of Credit Number XXXXXXXXX dated December XX, 2022" and must be appropriately completed and signed or endorsed by your representative, and must be accompanied by the following:

1. A statement executed by Beneficiary stating: "The undersigned hereby certifies that Blessed Investments Team, LLC, has failed to cure some or all deficiencies in improvements identified by the City of Gulfport during a "Warranty Inspection" of Southern Breeze Subdivision, and that the applicable period to cure such deficiencies has expired."
2. The original of this Irrevocable Standby Letter of Credit and any amendments thereto.

Partial drawings are permitted. This Irrevocable Standby Letter of Credit may not be assigned or transferred.

The proceeds of draft(s) drawn hereunder must be credited to amounts owed to you by the Applicant.

We do hereby engage with you that draft(s) drawn hereunder and under the terms and conditions provided herein will be duly honored if drawn on us and presented to us at the following address: Cadence Bank, 2778 West Jackson Street, Building C, Tupelo, MS 38801 Attention: Letter of Credit Department, on or before 2:00 P.M. Central Time at said location on or before the Expiration Date, at which time this Irrevocable Standby Letter of Credit expires. We will not honor any drafts drawn hereunder after the Expiration Date and time.

This Irrevocable Standby Letter of Credit sets forth in full the terms of our undertaking and this undertaking shall not in any way be modified, amended or amplified by reference to any document, instrument, or agreement which may be referred to herein or in which this Irrevocable Standby Letter of Credit is referenced or to which this Irrevocable Standby Letter of Credit relates. No such reference shall be deemed to incorporate herein by reference any document, instrument, or agreement.

This undertaking is issued subject to the International Standby Practices 1998.

Cadence Bank

BY: _____
Heather M. Sullivan
ITS: Vice President

The form of this letter of credit is approved and accepted this _____ day of _____, 20____.

Blessed Investments Team, LLC

Blessed Investments Team, LLC

Signature

Signature

Typed Name & Title of Signer

Typed Name & Title of Signer

EXHIBIT A

SIGHT DRAFT

TO: Cadence Bank
2778 West Jackson Street
Building C
Tupelo, Mississippi 38801
Attention: Letter of Credit Department

(Date)

Drawn under Cadence Bank, Irrevocable Standby Letter of Credit Number
_____ dated _____, _____.

DRAFT AMOUNT (in words):

_____ **and** ___/100's US Dollars

DRAFT AMOUNT (in figures): \$ _____

REMITTANCE ADDRESS:

**AT SIGHT PAY TO THE ORDER OF THE UNDERSIGNED BENEFICIARY, AT
THE REMITTANCE ADDRESS SPECIFIED ABOVE, THE DRAFT AMOUNT
SPECIFIED ABOVE.**

Beneficiary

By: _____

Title: _____

CITY OF GULFPORT PLANNING COMMISSION

2211PC211

TRANSCRIPT OF HEARING

November 17, 2022

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 17TH DAY OF NOVEMBER 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
B.J. SELLERS
CHARLIE HEWES
HAROLD SPANN
DOUG HANCOCK

NOT PRESENT:

TIMOTHY DAIGLE, JR.

STAFF PRESENT:

MATILDA WELCH
LORAIN HUGHES
LESLIE ERVIN
CORY LONG
KEVIN BROWN

1 2. Final Plat 2211PC211

2 MS. WELCH: Final Plat Case Number 211 has
3 been duly and timely noticed as required by law. The
4 applicant requests approval of final plat for 63 lot
5 subdivision Southern Breeze Subdivision with three
6 outparcels, Dedeaux Road and Tanner Road, zoned R-1-5 single
7 family and B-2 general business, Ward 5. A copy of the
8 packet Exhibit A considered is hereby offered to the record.

9 MR. WILLIAMS: Thank you.

10 All right, Mr. Reimann.

11 MR. REIMANN: All right.

12 MR. WILLIAMS: You got to formally say who
13 you are and address, I'm sorry.

14 MR. REIMANN: Okay. Robert K. Reimann, 3103
15 5th Avenue, that's Gulfport, Mississippi. That's my
16 business address.

17 Came to you about a year ago. We got
18 permission to build this subdivision. And we have finished
19 building it. We have everything that the legal department,
20 legal of the city wanted on this plat. We've got the Lot 1
21 which is a park, so we've added a park. And then we've got
22 Lot -- I think it's Lot B which is the easement for
23 drainage, so we've got that.

24 We have gone through all the steps with the
25 city for approval. We've got a bond that we have to submit

1 to the city, and that bond is -- it's over \$200,000 and
2 \$190,000 of that is for -- to get the road paved within the
3 next two years. So we've got a kind of a little bumpy road,
4 and so we've got to repave the road. So we've agreed to do
5 that within the next two years. You have time to build some
6 houses and get some construction done, and then we'll come
7 back and have a nice road at the end that will be paved.

8 So I think we've met every requirement that
9 the city has unless you've got something else. And we're
10 ready to go. So if y'all can approve it, we'll appreciate
11 it.

12 MR. WILLIAMS: All right. Any questions of
13 the applicant?

14 Cory, will you refresh my memory? This is
15 not the boulevard question I had for you, was it?

16 MR. LONG: Yes, this was it. There was an
17 original general plan that showed a boulevard entrance. And
18 then the boulevard entrance I believe is now gone. That
19 should have probably been run through this body because you
20 guys approve the overall layout of the neighborhood.

21 So with the approval here, I guess you would
22 be accepting the new design.

23 MR. WILLIAMS: Okay. Yeah. And that's why I
24 brought it up just because, you know, if we approve it one
25 way and it's built another, I just want to make sure.

1 So explain to everybody because I did ask you
2 the question the difference with the boulevard and what we
3 ended up with.

4 MR. LONG: Yeah.

5 MR. WILLIAMS: And it's just somewhat
6 educational, too, in making sure that, you know, when we do
7 these things and they're approved, and then who monitors,
8 verifies, and keeps up with it as it is being built as it
9 was approved. I guess this is one way when it comes back to
10 final plat approval it will come up.

11 MR. LONG: Correct.

12 MR. WILLIAMS: Kris, I'm not being negative
13 or anything going on. I just want to make sure that --

14 MR. REIMANN: No, no. And honestly, I can
15 kind of explain that a little bit. We had to shift the road
16 over because it was really too close to where the ditch was.
17 We had to move it over, and it just -- I didn't feel like it
18 was good to have a boulevard in there because we really
19 didn't have enough room. And then we had drainage that had
20 to flow from one side of the road to the other, and it had
21 to go through there. So it kind of just -- I thought it was
22 a good idea to remove it.

23 MR. WILLIAMS: Okay. So go ahead, Cory,
24 though, and do that, and explain the difference in the
25 boulevard and then what we ended up with and how big that

1 change was.

2 MR. LONG: If you can see the laser pointer
3 up here.

4 MR. WILLIAMS: Uh-huh.

5 MR. LONG: This is actually the north
6 entrance off Dedeaux Road. The slide is tilted sideways.
7 So this is the north entrance here, and there was a
8 boulevard originally here on the general plan. And the
9 street was supposed to kind of curve around some trees.

10 Now with it being a 60 foot wide
11 right-of-way, I do believe they managed to get around at
12 least one of those trees and protect it. But just the
13 boulevard is gone. It's now kind of a -- it's now almost
14 like a left turn, right turn, and one-way entrance width.
15 Now, I don't know that that's the way it was designed, but
16 it just felt like it was that wide, if you went straight
17 back and pull up there, and turn left, turn right, and have
18 somebody still coming in.

19 MR. WILLIAMS: Okay. And the commissioners
20 are ready to go, I know, so they're going to kill me for
21 asking the questions.

22 But is a boulevard a wider street with a
23 median in the middle, that type of thing?

24 MR. LONG: Correct.

25 MR. WILLIAMS: And this is just a normal

1 entry road.

2 MR. LONG: This is going to be a normal kind
3 of generic entry road what you would look at that is like a
4 four-lane intersection instead of more of a boulevard style
5 which you see kind of right over here as we've got on 23rd,
6 and we got 23rd going all the way up to Pass Road is pretty
7 much a boulevard. And that little entrance was designed to
8 be a boulevard probably about 50 or so feet entrance.

9 MR. REIMANN: Something like that.

10 MR. LONG: It wasn't a substantial boulevard
11 all the way down. It was just kind of a entry boulevard,
12 kind of more of a mid green space, maybe a sign, a
13 subdivision sign at an area, so now that's going to fall off
14 to probably that side.

15 MR. WILLIAMS: Okay. The last question, I
16 promise. So just to know, so when they did that, was a
17 formal process that they needed to come back and say that,
18 hey, we couldn't do it, here's what we did? Or is Kris
19 taking care of that now?

20 MR. LONG: Kris is taking care of that now
21 here with this. But we are looking at some amendments in
22 the future for subdivision regulations that will absolutely
23 have to happen here. I suppose what will happen is if you
24 guys do not say yes, he would have to appeal or even have to
25 go back and put that boulevard back in.

1 MR. REIMANN: And just from our perspective,
2 because of the ditch, the big ditch that runs through there,
3 we actually had to shift the road a little bit further to
4 get away from that ditch. So it just --

5 MR. WILLIAMS: A lot better for it to be
6 further away from that anyway.

7 MR. REIMANN: Right. And I see one thing
8 wrong with this, so maybe y'all can just add it to your
9 comments. But it needs to be called Southern Breeze Estates
10 Subdivision. So I need to add Estates to it. And I did
11 not. I just saw that. So I'll get that added to it.

12 MR. WILLIAMS: So whoever makes the motion
13 will include that in the motion that the name will be
14 Southern Breeze Estates.

15 All right. Thanks for the explanation, Cory.
16 Thanks, Kris.

17 MR. REIMANN: Thank you.

18 MR. WILLIAMS: Anyone else here to speak for
19 or against this?

20 All right. Commissioners -- Cory, I'm sorry.

21 MR. LONG: Sorry. I've got one thing. I was
22 looking through my packet over here, and I'm not so sure you
23 guys actually have the tech report because I don't see it
24 over here which means I don't think you guys have it,
25 either. I have the same printout.

1 MR. HEWES: Are there any conditions?

2 MR. LONG: I have six conditions listed. I
3 can kind of go through them real quick if you'd like to hear
4 it.

5 MR. WILLIAMS: If you would.

6 MR. HEWES: For the record.

7 MR. LONG: All right.

8 Lot 1 needs to be redrawn because part of it
9 is in B-2. So Kris will need to just straighten that Lot 1.
10 It just extends about 20 feet or so too far to the north.
11 It's 5,000 square foot minimum lots. That lot is like
12 10,000 square feet. He should be able to just kind of
13 tinker with that.

14 There is a reserved strip right here on the
15 west -- this is the west side of the property -- right here
16 on the west side. So effectively on this reserve strip,
17 which the ordinance says should not happen there preventing
18 anybody, any of these landowners from connecting to this
19 street and using it. We are building a public street, they
20 would not have access to a public street. The ordinance
21 says we're not supposed to do that. However, the planning
22 commission can find a hardship to allow it.

23 Item Number 3. We have a street naming we
24 need to kind of correct. I do notice the signs up there.
25 Kris has already () signs. We need to put a couple of

1 more south Streets that should have been Avenues. They were
2 labeled as Street. So we need to label those as Street.
3 Most specifically, Oak Street should become -- or Southern
4 Oak Street should become Southern Oak Avenue. Southern Elm
5 should become Southern Elm Avenue. Southern Magnolia Street
6 should become Southern Magnolia Avenue. Southern Maple
7 Street should become Southern Maple Avenue.

8 MR. WILLIAMS: Avenues north and west,
9 streets east and west, right?

10 MR. LONG: South are avenues, east-west
11 streets. Just like in downtown.

12 Complete all punch list items for final
13 inspection. That's kind of generic coming from engineering.

14 Provide a warranty bond. That's pretty
15 standard.

16 And provide performance bonds to resurface
17 the asphalt roads within the development. That's one of the
18 things that Kris mentioned, too.

19 So those are the six conditions with Number 3
20 being bulleted out as having some additional or
21 sub-conditions, if you guys want to approve all of them,
22 deny some of them.

23 MR. WILLIAMS: Kris, you were aware of those?
24 I'm going to ask you to come up and talk to me about the
25 public street with not having the access or whatever just

1 because we would have to find hardship in determining that
2 to allow --

3 MR. REIMANN: Right. I thought they would
4 have access to it, so that was kind of -- that's kind of new
5 to me. I didn't think we were preventing them from having
6 access to the road. So that was -- I know they got reserved
7 for future use, but that reserved for future use was because
8 you got some vacant land there that might become a townhouse
9 or something one day.

10 And then there's a resident that lives right
11 here. It's Rachel Greenberg. And I thought she had access.

12 MR. LONG: To me, when I'm reviewing this,
13 that just looks like an individual parcel where that
14 right-of-way was vacated and now it's laid out as reserved
15 for future use. So it looks like a reservation strip of
16 property that wouldn't be buildable for anything other than
17 maybe a sign.

18 MR. REIMANN: Can you tell me how I should
19 label that? And we'll get it labeled.

20 MR. LONG: We usually make that part -- you
21 can parcel it over to the city, or you can make it part of
22 the right-of-way there. Just expand the right-of-way.

23 MR. WILLIAMS: Probably just make it part of
24 the right-of-way. It would be easier.

25 MR. LONG: Right. And then anybody who would

1 like to access it from that side would be able to connect it
2 so --

3 MR. REIMANN: So can I just delete the
4 reserved?

5 MR. LONG: I would delete the reserved and
6 expand the right-of-way all the way out that additional 15
7 feet or so.

8 MR. WILLIAMS: And so, Cory, on the
9 commissioners' side, we're going to approve this based on
10 those conditions. Kris, good to know that you all weren't
11 trying to prevent the access, but we're going to approve
12 this, if approved, with the conditions. But what do we need
13 to say in regards to that?

14 MR. LONG: I have it listed as reserved
15 strip, shown as reserved for future use on the northwest
16 side of the property must be incorporated into the
17 southernmost street right-of-way already typed out as a
18 condition.

19 MR. WILLIAMS: That was one of the
20 conditions.

21 MR. LONG: You guys are welcome to modify it.
22 But that's what I have typed up currently.

23 MR. WILLIAMS: That's good. Okay, good.
24 Thank you.

25 All right. Kris, are you good with that?

1 MR. REIMANN: And on the streets, you said
2 something about the north-south streets need to be Avenues?

3 MR. LONG: Correct. So Southern Oak Street
4 that you can see up there --

5 MR. REIMANN: So that should be an Avenue.

6 MR. LONG: Yes, sir.

7 MR. REIMANN: And then Magnolia Street should
8 be an Avenue.

9 MR. LONG: It will be in the letter that we
10 send to you.

11 MR. WILLIAMS: So north and south are
12 Avenues, and east and west are Streets.

13 MR. REIMANN: All right. And then you got
14 the bonds. What else was it?

15 MR. LONG: Lot 1 needed to be redrawn, Lot 1,
16 because the overlay of that --

17 MR. REIMANN: Okay.

18 MR. LONG: Yes, it's in --

19 MR. REIMANN: I didn't think it was, but --

20 MR. LONG: It's just a like the back ten feet or
21 so.

22 MR. REIMANN: All right. Sorry about that.

23 MR. WILLIAMS: All right. Good deal. Thank
24 you. Appreciate it, Kris.

25 MR. REIMANN: Thank you.

1 MR. WILLIAMS: All right. Commissioners, any
2 questions, comments, or a motion? And in a motion, just
3 remember the conditions as stated in the technical report
4 that may not be in our package, but it's obviously part of
5 the formal record. Right, Cory? The technical report is?

6 MR. LONG: Yes.

7 MR. WILLIAMS: Okay.

8 MR. HEWES: Mr. Chair, if we're finished with
9 the discussion, I move that we approve Case 2211PC211 with
10 the conditions that were met and also the condition that's
11 not written on there but to be called Southern Breeze
12 Estates Subdivision.

13 MR. WILLIAMS: Thank you. Glad you
14 remembered that.

15 Do I have a second to that motion?

16 MR. JONES: Second.

17 MR. WILLIAMS: I got a motion with those
18 conditions, as well as the specifying the name change of the
19 subdivision. Any further discussion? If not, all those in
20 favor signify by saying aye. Any opposed?

21 All right. It's been approved. Thanks,
22 Kris.

23 (Unanimous vote.)
24
25

BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2211PC211

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 13 pages constitute a true and correct transcription of said hearing held on the 17th day of November 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 1st day of December 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 20, 2022

Re: Ordinance - rezoning a tax parcel from R-B (Residence-business) to R-E (Residence estate) - located at 13062 Sheldon Street - Case # 2211PC198 - Ward 6.

Zoning Map Amendment 2211PC198, by agent Jorge Vargas, tax parcel 1007M-01-038.000, Requests to rezone from R-B (Residence-business) to R-E (Residence estate), 13062 Sheldon St, Zoned R-B (Residence-business), Ward 6

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Cory Long, Planning Administrator
Urban Development Department

Date: December 9, 2022

Re: Zoning Map Amendment 2211PC198, by agent Jorge Vargas, tax parcel 1007M-01-038.000, Requests to rezone from R-B (Residence-business) to R-E (Residence estate), 13062 Sheldon St, Zoned R-B (Residence-business), Ward 6

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Hewes

Second: Mr. Daigle

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

Action: Motion was carried unanimously.

Speaking for the Petition:

1. Jorge Vargas
2. Dennis Flores

Speaking against the Petition: None

On November 17, 2022, the Planning Commission recommended approval of the above referenced case.

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

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2211PC198

Hearing Date: November 17, 2022

Current Zoning/Use: R-B / Vacant lot

Legal: Zoning Map Amendment 2211PC198, by agent Jorge Vargas, tax parcel 1007M-01-038.000, Requests to rezone from R-B (Residence-business) to R-E (Residence estate), 13062 Sheldon St, Zoned R-B (Residence-business), Ward 6

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 1.13 acres of mixed-use zoned property from R-B (Residence-business) to R-E (Residence estate) zone. This property fronts Sheldon Street in the Rolling Acres subdivision.

According to the City's 2002 Comprehensive Plan, this area was intended to stay low density estate residential in the future land use plan. The future land use of estate 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 the character of the neighborhood 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 and public need by stating, "the neighborhood has changed and that more mobile homes are existing." No other descriptions were including in the applicant's statement.

Technical Report

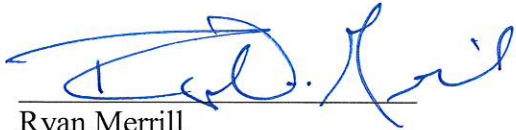
Zoning Map Amendment

EXECUTIVE SUMMARY

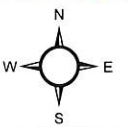
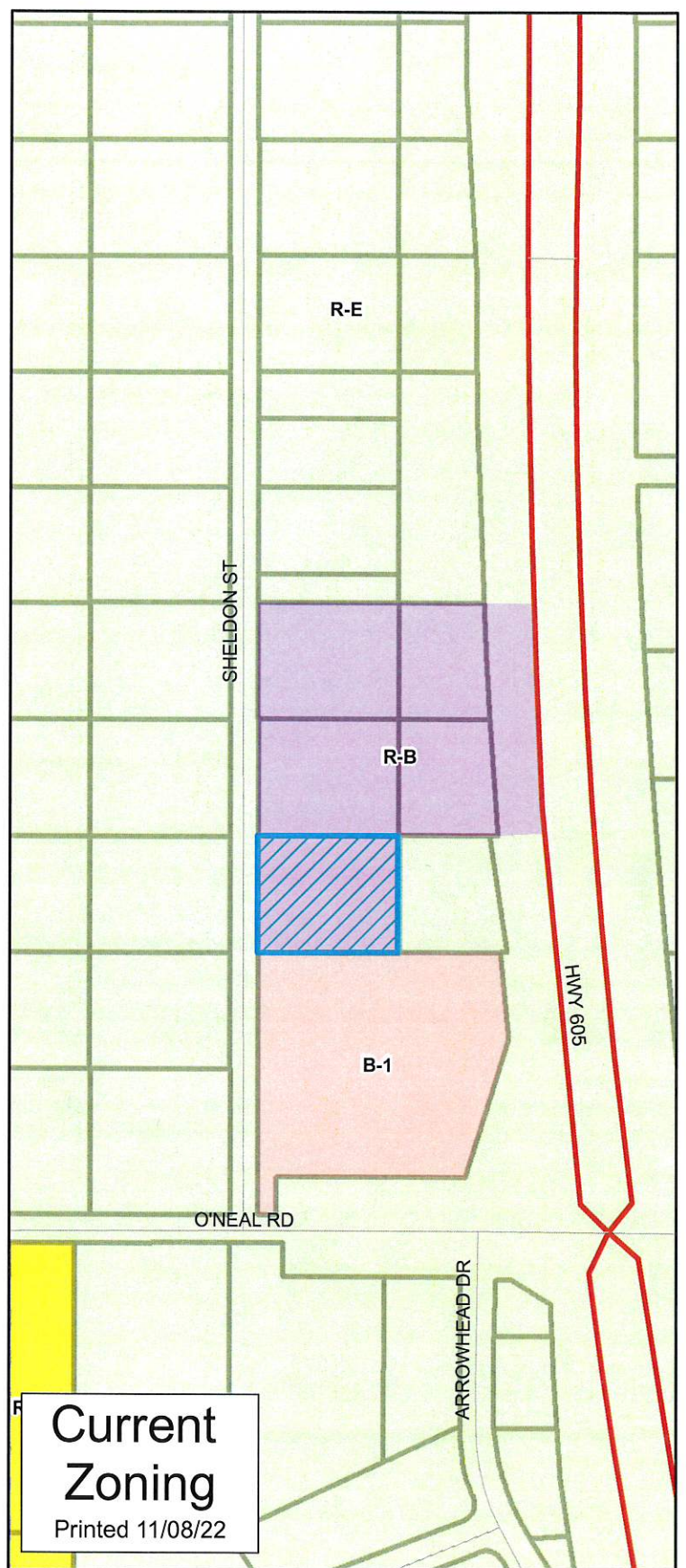
The City's Comprehensive Plan indication this property was intended to stay estate residential. According to the comprehensive plan's definitions, an estate (low density) residential classification is intended to "be composed of real estate intended to be developed and uses for low density single family and that single family includes "mobile and modular homes as well as conventionally built residences on individual lots."

DIRECTOR APPROVAL

This report has been reviewed and approved by:



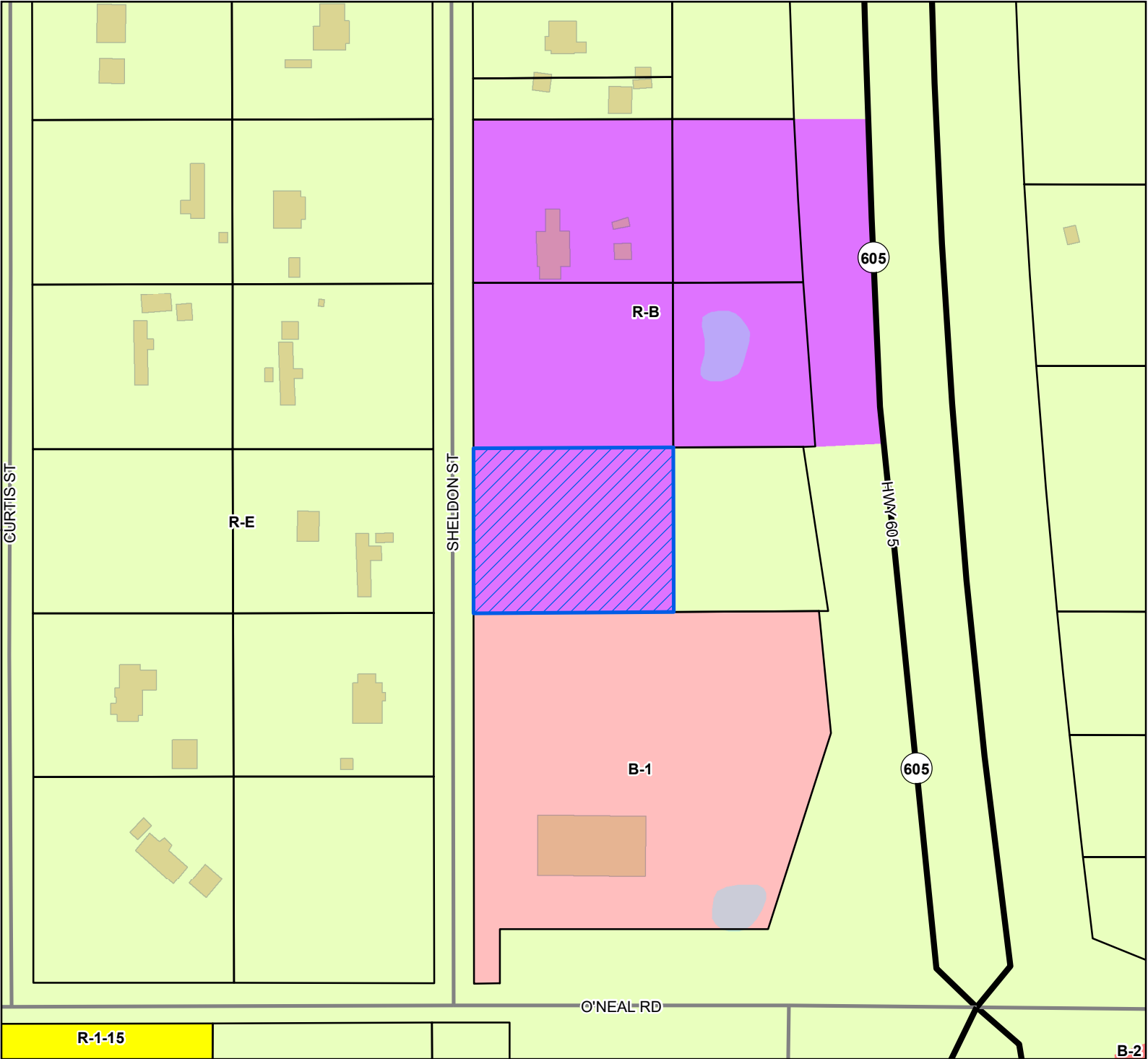
Ryan Merrill
Director of Urban Development Department



1 inch = 300 feet

DATA DISCLAIMER:

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Site

US or State Highway

Street

Parcels

Buildings

Water Features

Zoning

B-1 - Neighborhood Business District

B-2 - General Business District

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

R-B - Residence-Business District

R-E - Residence-Estate

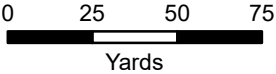
Site Information

1007M-01-038.000

Zoning: R-B (Residence-business)

Size: 1.13 acres

Flood: X



1 inch = 170 feet



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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 #

T	0	0	7	m

 -

0	1

 -

0	3	8

 •

0	0	0

(If necessary, use separate sheet of paper)

For Staff Use Only

Case File #: 2211PC198
Date Received: 9/26/2022
Receipt #: _____
Received By: SS
Zoning: R-B
Ward: 6 Flood: X

Address of Property Involved: 13062 Sheldon St Gulfport ms 39508

Lot(s) _____, Block(s) _____, Subdivision _____

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

Owner requests TO
rezone from R-B to RE

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

DENIS FLORES
Printed Name Of Owner
11387 GOULD rd. Apt-15
Mailing Address
Gulfport ms 39503
City State Zip code
225-284-8404
Home Phone Work/Cell Phone
Email
denis.ramon.flores40@gmail.com
Signature Of Owner

AGENT

Jorge L. Vargas
Printed Name Of Agent
11600 Lorraine rd. Apt. B8 Gulfport ms 39503
Mailing Address
Gulfport ms 39503
City State Zip code
228-596 8630
Home Phone Work/Cell Phone
Email
[Signature]
Signature Of Agent

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



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

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

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

NAME OF OWNER (PRINT)

Domingo Castillo

ADDRESS (STREET, CITY, STATE, ZIP CODE)

11387 Gould rd Apt 15 Gulfport ms 39503

PHONE # (H)

225-284-8404

(W)

TAX PARCEL NUMBER(S) OWNED

SIGNATURE:

D Castillo

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:

E

2- I beleave THE Caracter of THE
Neighbon Hood Has change and more
mobile Homes Are inxisting

F

- 1- Denis Flores
- 2- 2-4 months
- 3- ~~But~~ THE zoning will be Consisten
with Adjcent Properties
- 4- ITs would be inHarmony with
Other mobile Homes across the Street.



Designation of Agent

I, DENIS FLORES, being owner of the property 13062 Sheldon St. Gulfport, MS 39503,
which is the subject of this application hereby authorize Jorge L. Vargas 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.

DENIS FLORES

Signature

9-26-2022

Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 26th day of September, 20 22

[Signature]

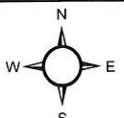
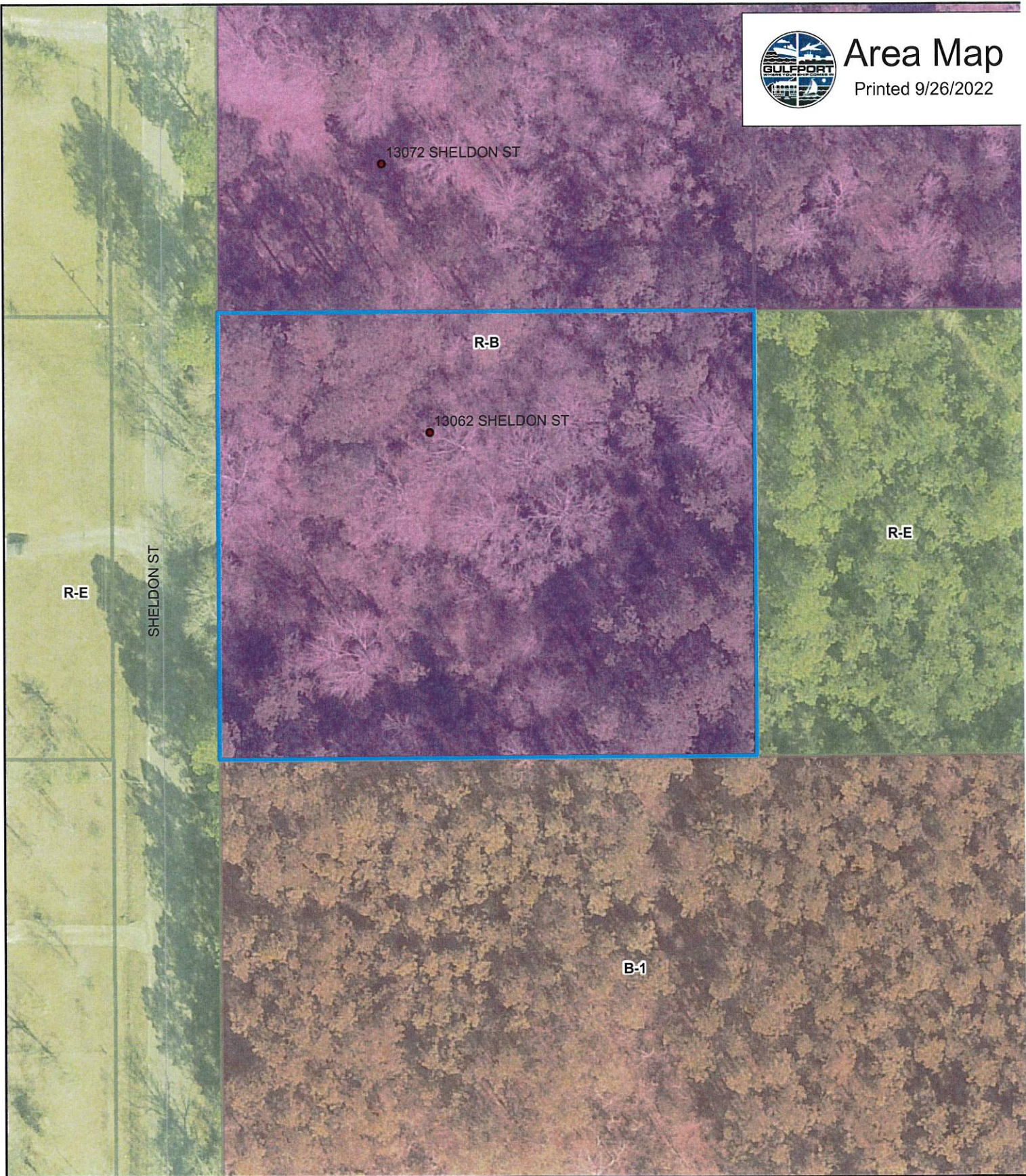
Notary Public





Area Map

Printed 9/26/2022



1 inch = 59 feet

● Addresspoints	Harrison_HughRes_2020.sid
~ Minor/Residential	RGB
▭ Parcels	Red: Band_1
	Green: Band_2
	Blue: Band_3

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Prepared By:
Thomas M. Matthews, III
125 West College Avenue
Wiggins, MS 39577
Tel: 601-928-9997

Return To:
Thomas M. Matthews, III
125 West College Avenue
Wiggins, MS 39577
Tel: 601-928-9997

Index as follows: Lot 3, Block 6 of Rolling Acres Subdivision, First Judicial District of Harrison County, Mississippi.

STATE OF MISSISSIPPI

COUNTY OF HARRISON

FIRST JUDICIAL DISTRICT

WARRANTY DEED

For and in consideration of the sum of Ten Dollars (10.00) cash in hand paid and other good and valuable considerations passing, the receipt and sufficiency all of which is hereby acknowledged, I,

CLAUDE W. GUINN, JR.

13116 Sheldon Street
Gulfport, MS 39503
Telephone Number: 228-832-4307

do hereby grant, bargain, convey and warrant subject to the exceptions hereinafter set out unto

ROSA RIO CASTILLO

11387 Gould Road, Apt. #I-5
Gulfport, MS 39503
Telephone Number: 228-346-8659

AND

DENIS FLORES

11387 Gould Road, Apt. #I-5
Gulfport, MS 39503
Telephone Number: 228-346-8659

not as tenants in common but as joint tenants with full rights of survivorship, certain property, together with all improvements located thereon, located in Harrison County, Mississippi, more particularly described as follows, to-wit:

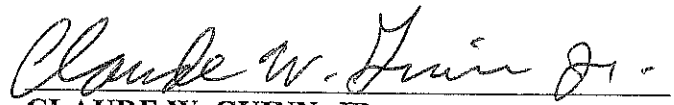
SEE ATTACHED EXHIBIT "A"

Subject to any and all easements, rights-of-way and/or encroachments and/or covenants of record in the official records of the aforesaid county.

Subject to any and all prior reservations of oil, gas, and other minerals.

The attached described property constitutes no part of the homestead of the Grantor.

IN WITNESS WHEREOF, I set and subscribe my signature on this the 20th day of September, 2022.

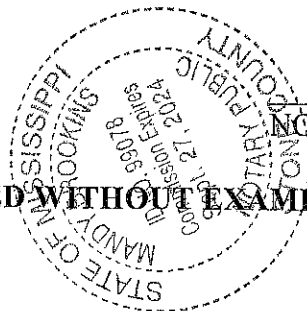

CLAUDE W. GUINN, JR.

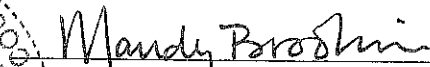
STATE OF MISSISSIPPI

COUNTY OF STONE

BEFORE ME, the undersigned authority in and for the aforesaid State and County, personally appeared **CLAUDE W. GUINN, JR.**, who acknowledged that he executed, sealed and delivered the above and foregoing Warranty Deed on the day and year therein written as his own free and voluntary act and deed.

GIVEN under my hand and official seal of office on this the 20th day of September, 2022.




NOTARY PUBLIC

PREPARED WITHOUT EXAMINATION OF TITLE

Exhibit "A"

Index as follows: Lot 3, Block 6 of Rolling Acres Subdivision, First Judicial District of Harrison County, Mississippi.

Lot 3, Block 6 of Rolling Acres Subdivision, being a subdivision per official map or plat thereof, on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

MISCELLANEOUS PAYMENT RECPT#: 11830357
CITY OF GULFPORT

GULFPORT, MS 39501

DATE: 09/26/22 TIME: 16:22:21
CLERK: cbrown DEPT:
CUSTOMER#:

COMMENT:

CHG: PZD PLANNING AND ZO 175.00

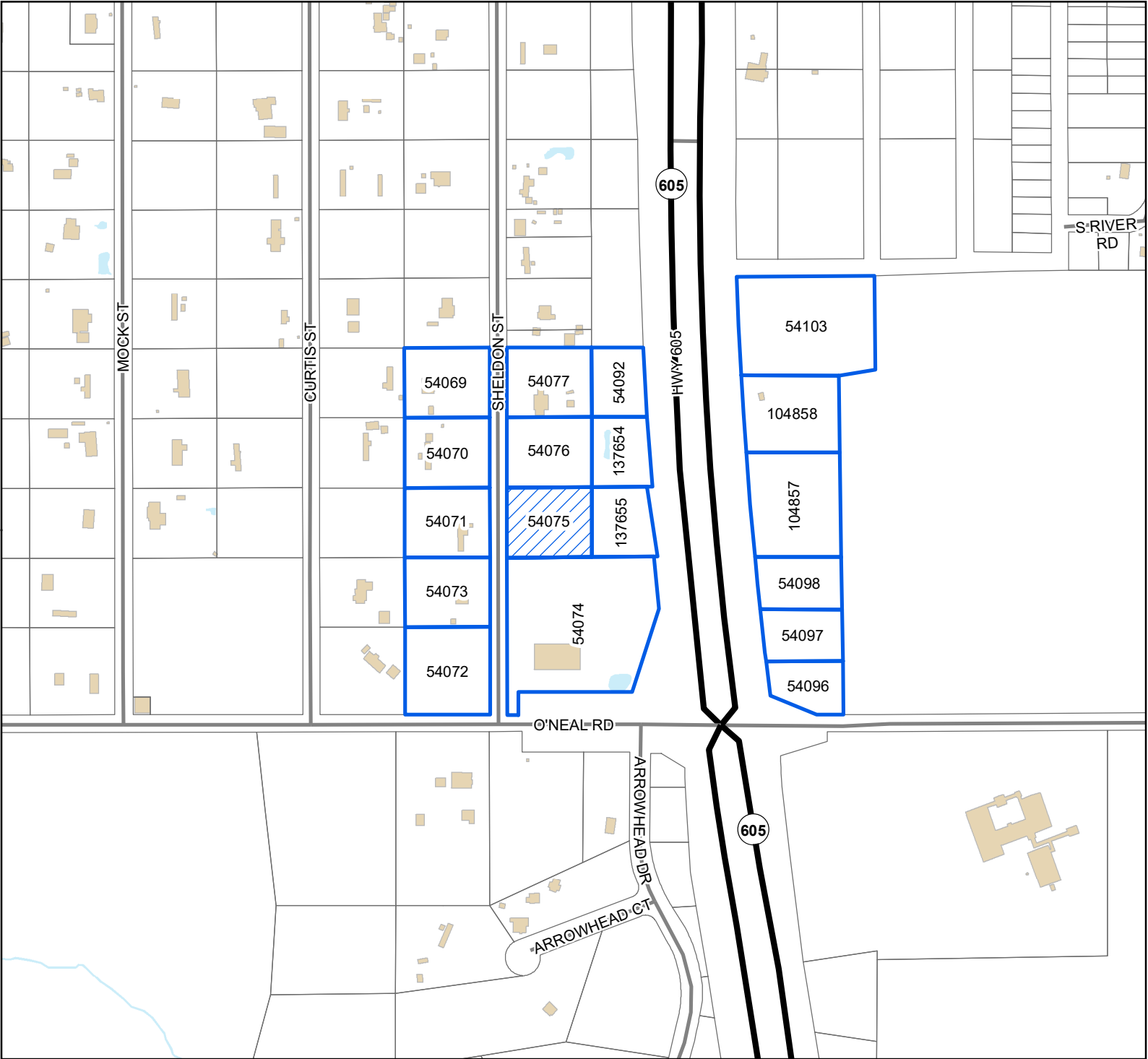
AMOUNT PAID: 175.00

PAID BY: DENIS FLORES
PAYMENT METH: CASH

REFERENCE:

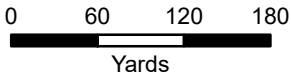
AMT TENDERED: 175.00
AMT APPLIED: 175.00
CHANGE: .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	54075	1007M-01-038.000	GUINN JR CLAUDE W	13094 SHELDON ST	GULFPORT	MS	39503
	Adjacent Property Owners (2211PC198)						
	54073	1007M-01-062.000	BENHART CHERYL	13049 SHELDON ST	GULFPORT	MS	39503
	137655	1007M-01-077.000	DALEY ROBERT M & JEREMIA R	PO BOX 4273	GULFPORT	MS	39502
N	104857	1007M-01-009.002	DUNAWAY MELANIE	19410 WILSON DR	SAUCIER	MS	39574
N	104858	1007M-01-009.001	DUNAWAY MELANIE	19410 WILSON DR	SAUCIER	MS	39574
	54103	1007M-01-009.000	DUNAWAY MELANIE	19410 WILSON DR	SAUCIER	MS	39574
	54076	1007M-01-039.000	GUINN CLAUDE W	13072 SHELDON STREET	GULFPORT	MS	39532
N	137654	1007M-01-076.000	GUINN CLAUDE W	13094 SHELDON ST	GULFPORT	MS	39503
	54092	1007M-01-033.000	GUINN CLAUDE W JR	13094 SHELDON ST	GULFPORT	MS	39503
	54077	1007M-01-040.000	GUINN CLAUDE W JR	13094 SHELDON STREET	GULFPORT	MS	39503
	54070	1007M-01-060.000	GUINN CLAUDE W JR	13194 SHELDON ST	GULFPORT	MS	39503
	54071	1007M-01-061.000	HULL HEATHER	10678 E BAYTREE DR	GULFPORT	MS	39503
	54072	1007M-01-063.000	MEJIA ARTURO & RINA	3612 CONNECTICUT AVE	KENNER	LA	70065
	54098	1007M-01-012.000	PEER CAROL GRISSOM	11309 PEYTON DR	GULFPORT	MS	39503
	54074	1007M-01-037.000	VALLEY RANCH FARM LLC	2335 HIGHWAY 225 N	CHATSWORTH	GA	30705
	54069	1007M-01-059.000	WEST PATRICK N & CONNIE S	13111 SHELDON ST	GULFPORT	MS	39503
	54096	1007M-01-010.000	WOOD KENNETH J	14592 RIVER PLANTATION CT	BILOXI	MS	39532
N	54097	1007M-01-011.000	WOOD KENNETH J	14592 RIVER PLANTATION CT	BILOXI	MS	39532



Legend

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



1 inch = 400 feet



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RE: Zoning Map Amendment 2211PC198, by agent Jorge Vargas, tax parcel 1007M-01-038.000, Requests to rezone from R-B (Residence-business) to R-E (Residence estate), 13062 Sheldon St, Zoned R-B (Residence-business), Ward 6

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, November 17, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Planning Commission for **Thursday, November 17, 2022**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

THANK YOU for your legal submission!

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

ORDER DETAILS

Order Number:
IPL0096113

Order Status:
Submitted

Classification:
Legals & Public Notices

Package:
BLX - Legal Ads

Final Cost:
81.72

Payment Type:
Account Billed

User ID:
IPL0024925

ACCOUNT INFORMATION

GULFPORT URBAN DEVELOPMENT IP
PO BOX 1780
GULFPORT, MS 39502
228-868-5705
AccountsPayable@gulfport-ms.gov
GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT

Date
October 27, 2022 11:41:15 AM EDT

Amount:
81.72

SCHEDULE FOR AD NUMBER IPL00961130

November 2, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00961130**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, November 17, 2022 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2211PC194, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests for outdoor entertainment venue, 942 1/2 Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

Zoning Map Amendment 2211PC195, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 942 1/2 Beach Blvd, Ward 2

Planning Commission Approval 2211PC196, by owner Jermille Johnson, tax parcel 0810B-03-099.000, Requests mobile home use, W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

Zoning Map Amendment 2211PC198, by agent Jorge Vargas, tax parcel 1007M-01-038.000, Requests to rezone from R-B (Residence-business) to R-E (Residence estate), 13062 Sheldon St, Zoned R-B (Residence-business), Ward 6

Planning Commission Approval 2211PC199, by agent Terrell Roddy, tax parcel 0808D-04-004.000, Requests to allow a medical dispensary use, 12407 HWY 49 N, Zoned B-4 (Highway business), Ward 7

Special Exception 2211SE200, by agent Adeeb Botros, tax parcel 0810C-03-059.000, Requests liquor store use, 8304 HWY 49 B, Zoned B-4 (Highway business), Ward 3

Planning Commission Approval 2211PC201, by owners Barry & Theresa Weyland, tax parcel 1010E-03-007.015, Request home occupation for real estate office, 927 Old Towne St, Zoned T3 (Sub-Urban Zone), Ward 4

Zoning Map Amendment 2211PC202, by agent Joyce Unsworth, tax parcel 0710O-02-102.002, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4809 29th St, Zoned B-1 (Neighborhood business), Ward 1

Planning Commission Approval 2211PC203, by agent Doug Hanson, tax parcel 0811G-03-033.000, Request home occupation for mobile windshield repair business, 1632 2nd St, Zoned T4L (General Urban Zone "Limited"), Ward 2

Appeals 2211PC204, by owners 3112 Pass Rd LLC & Ronald Fremin II, tax parcel 0811D-04-009.000, Requests metal exterior on facility, 3112 Pass Road, Zoned I-1 (Light Industry), Ward 1

Planning Commission Approval 2211PC205, by owners Yolanda & Marcus Stubbs, tax parcel 0908J-01-036.000, Requests home occupation for mobile notary use, 20 Joanna Lane, R-1-10 (Single-family) Ward 6

Zoning Map Amendment 2211PC206, by owners Incia Hernandez & Wilson Martinez, tax parcel 0910N-01-018.001, Request to rezone from B-2 (General Business) to R-B (Residence Business), 3205 F Ave, Zoned B-2 (General Business), Ward 4

Zoning Map Amendment 2211PC207, by agent J. William Williams, tax parcels 0708P-01-004.007 & 0708P-01-006.000, Requests to rezone from R-1-15 (Single-family) to B-2 (General business), 11261 Old Highway 49, Zoned R-1-15 (Single-family), Ward 7

Resubdivision 2211PC208, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2211PC209, by agent Robert Reimann, tax parcel 0809B-03-017.000, Requests to rezone from I-2 (Heavy Industry) to R-3 (General residence), River Ten Rd & Klein Rd, Zoned I-2 (Heavy Industry), Ward 7

Planning Commission Approval 2211PC210, by agent Addison Bell,

Planning Commission Approval 2210PC190, by agent Addison Reimann, tax parcel 0809K-02-002.001, Request approval to allow a medical dispensary use, Creosote Rd, B-4 (Highway business), Ward 3

Final Plat 2211PC211, by agent Robert Reimann, tax parcels 0808O-02-016.000, 0808O-02-019.000, 0808O-02-015.000, Approval of Final Plat for 63-lot subdivision (Southern Breeze Subdivision) with 3 outparcels, Dedeaux Rd & Tanner Rd, Zoned R-1-5 (Single-family) & B-2 (General business), Ward 5

Planning Commission Approval 2210PC190, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive sales of less than 50 vehicles & automotive laundry use, 2601 15th Ave, Zoned B-2 (General business), Ward 3

This the 26th 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-B (RESIDENCE- BUSINESS) DISTRICT TO R-E (RESIDENCE ESTATE) 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 1007M-01-038.000, which is generally described as being located North of O’Neal Road, South of River Road, East of and adjacent to Sheldon Street, and West of Highway 605, should be rezoned from its present classification of R-B (Residence-Business) District to R-E (Residence Estate) District. The Case File Number is 2211PC198; 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-B (Residence-Business) District to R-E (Residence Estate) District.**

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

Lot 3, Block 6 of Rolling Acres Subdivision, being a subdivision per official map or plat thereof, on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

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. 1007M-01-038.000 from its present zoning classification of R-B (Residence- Business) district to R-E (Residence Estate) 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

2211PC198

TRANSCRIPT OF HEARING

November 17, 2022

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 17TH DAY OF NOVEMBER 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
B.J. SELLERS
CHARLIE HEWES
HAROLD SPANN
TIMOTHY DAIGLE, JR.
DOUG HANCOCK

STAFF PRESENT:

MATILDA WELCH
LORAIN HUGHES
LESLIE ERVIN
CORY LONG
KEVIN BROWN

ALSO PRESENT:

MARGARET MURDOCK, City Attorney

1 3. Zoning Map Amendment 2211PC198

2 MS. WELCH: Zoning Map Amendment Case Number
3 198 has been duly and timely noticed as required by law.
4 The applicant requests to rezone from R-B residence business
5 to R-E residence estate 13062 Sheldon Street, zoned R-B
6 residence business, Ward 6. A copy of the packet Exhibit A
7 considered is hereby offered to the record.

8 MR. WILLIAMS: Thank you.

9 Someone here to speak for this request?
10 Applicant is not here?

11 MR. LONG: Mr. Vargas?

12 MR. VARGAS: Yes.

13 MR. WILLIAMS: Yeah, this is it. Okay.

14 Thank you.

15 MR. FLORES: How you doing?

16 I'm going to try to tell you. He's the
17 owner.

18 MR. WILLIAMS: Okay.

19 MR. FLORES: Yeah, that's why I'm calling
20 him.

21 MR. WILLIAMS: Your name and address real
22 quick.

23 MR. FLORES: Jorge Vargas (sic), 11600 ()
24 Road, Apartment 8, Gulfport, Mississippi.

25 MR. WILLIAMS: And the applicant's address?

1 MR. FLORES: Excuse me?

2 MR. WILLIAMS: The applicant's address real
3 quick.

4 MR. FLORES: His name?

5 MR. WILLIAMS: Name and address.

6 MR. FLORES: What is it?

7 And the address is 13062 Sheldon street,
8 Gulfport, Mississippi.

9 MR. WILLIAMS: Thank you.

10 MR. FLORES: His name is Dennis Flores (sic).

11 MR. WILLIAMS: Thank you.

12 So tell us what he's trying to do here, why
13 does he need this rezoning, and what is he trying to do.

14 MR. FLORES: Well, he bought a land and he
15 trying to put power, water. He thinking to put a mobile
16 home but unless he was going to -- because --

17 MR. WILLIAMS: So he bought the property and
18 trying to bring power and water to it.

19 MR. FLORES: Yes, and put a mobile home or if
20 he got permission maybe in the future do a home later in the
21 future.

22 MR. WILLIAMS: Cory, can you help us out a
23 little bit on this and explain to us the need to from the
24 zoning it currently is to this with that type of plan in
25 place?

1 MR. LONG: Mobile homes aren't allowed in an
2 R-B zone. It is allowed by right I believe in an R-E zone.
3 And several years ago, right after the Dollar General was
4 built right there, just south of that, there's an applicant
5 who came in and had the land and I believe they were just
6 going to look and see what they were going to eventually do
7 with it, and they upzoned it to an R-B zone maybe for some
8 more commercial there. And that so far hasn't panned out.
9 So he's looking to bring it back to some of its original
10 zoning. Can't quote me on that because I don't have the map
11 in front of me and the previous history. But if you look at
12 the R-E, it's most likely because there's R-E immediately to
13 the east of it, as well.

14 MR. WILLIAMS: Looks like to the east and
15 west of it, right?

16 MR. LONG: Correct. So that's most likely
17 what it was. He's trying to take at least that one parcel
18 back.

19 MR. SELLERS: Cory, I know this is a
20 difficult question. Do you have any idea why that -- I
21 mean, that one piece that didn't get converted to R-B
22 appears to be landlocked. I know you don't have access off
23 of 605. How did it not get changed?

24 MR. LONG: The landowner that came in did not
25 have access to that property. So he had the three parcels

1 that you see highlighted. He had the three parcels you see
2 highlighted, and I believe he had sold them off
3 individually. And so now they have access to just the one
4 that's under their ownership.

5 MR. WILLIAMS: Okay.

6 Any other questions? All right. If
7 something comes up, we'll bring you back up. Thank you.
8 Appreciate it. Good job.

9 MR. FLORES: Are we good?

10 MR. WILLIAMS: That's good. No, we still
11 have to vote on it. We'll let you know when we vote on it.
12 That's it.

13 MR. FLORES: Okay.

14 MR. WILLIAMS: That's it.

15 MR. FLORES: Okay. I stay here or --

16 MR. WILLIAMS: No, you can go back. You can
17 go back to your seat. Thank you. Appreciate it.

18 MR. FLORES: Okay. Thank you, sir.

19 MR. WILLIAMS: Anyone else here to speak for
20 this or against it or any questions on this request?

21 Okay. Commissioners, comments, questions, or
22 a motion?

23 MR. HEWES: There are mobile homes in the
24 general area, correct?

25 MR. LONG: I believe there's one directly

1 across the street from the property. That's what that looks
2 like. And there's one just to the north of the one across
3 the street. Do you need me to --

4 MR. HEWES: No, you're good.

5 I move that we approve this request in
6 looking that the majority of the surrounding areas are the
7 Residential Estate zoning, and this is going back to a
8 zoning that it was originally.

9 MR. DAIGLE: Second.

10 MR. WILLIAMS: Got a motion and a second to
11 approve as presented. Any further discussion? If not, all
12 those in favor signify by saying aye. Any opposed?

13 Now you're good, you're approved.

14 (Unanimous vote.)

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BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2211PC198

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 6 pages constitute a true and correct transcription of said hearing held on the 17th day of November 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 25th 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 20, 2022

Re: Ordinance - rezoning a tax parcel from B-1 (Neighborhood business) to R-B (Residence-business) - located at 4809 29th Street - Case # 2211PC202 - Ward 1.

Zoning Map Amendment 2211PC202, by agent Joyce Unsworth, tax parcel 0710O-02-102.002, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4809 29th St, Zoned B-1 (Neighborhood business), Ward 1

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Cory Long, Planning Administrator
Urban Development Department

Date: December 9, 2022

Re: Zoning Map Amendment 2211PC202, by agent Joyce Unsworth, tax parcel 0710O-02-102.002, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4809 29th St, Zoned B-1 (Neighborhood business), Ward 1

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Sellers

Second: Mr. Hancock

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

Action: Motion was carried unanimously.

Speaking for the Petition:

1. Joyce Unsworth

Speaking against the Petition: None

On November 17, 2022, the Planning Commission recommended approval of the above referenced case.

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

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2211PC202

Hearing Date: November 17, 2022

Current Zoning/Use: B-1 / Single-family home

Legal: Zoning Map Amendment 2211PC202, by agent Joyce Unsworth, tax parcel 07100-02-102.002, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4809 29th St, Zoned B-1 (Neighborhood business), Ward 1

TECHNICAL DETAILS

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

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

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

The applicant requests to rezone approximately 24,993 square feet of property from B-1 (Neighborhood business) to R-B (Residence-business). Upon staff review of aerial imagery, the property has had a single-family house since 2003. If approved the use would become conforming.

According to the City's 2002 Comprehensive Plan, this area was intended to become general commercial. The proposed zoning would allow for a commercial use that is not as intensive as the industrial zoning to the south but it does not eliminate residential.

The applicant has addressed change in the character of the neighborhood as 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 by stating, "the neighborhood has changed and it is mainly an area with homes, not businesses." No additional descriptions for public need were including in the applicant's statement.

Technical Report

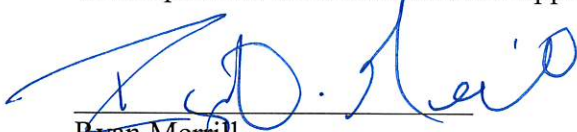
Zoning Map Amendment

EXECUTIVE SUMMARY

The future plant of the City's growth indicated that continuing with commercial along 28th Street was in the future. Although the applicant has not proven with clear and convincing evidence for a zoning change as required by the state, the staff notes that there are more single-family homes in the surrounding neighborhood than commercial uses. A lesser zoning of the R-B (Residence-business) would still keep with commercial zoning and would make the house conforming. It should also be noted that this board approved this same zoning request for a property just south of the proposed property, case # 2206PC115.

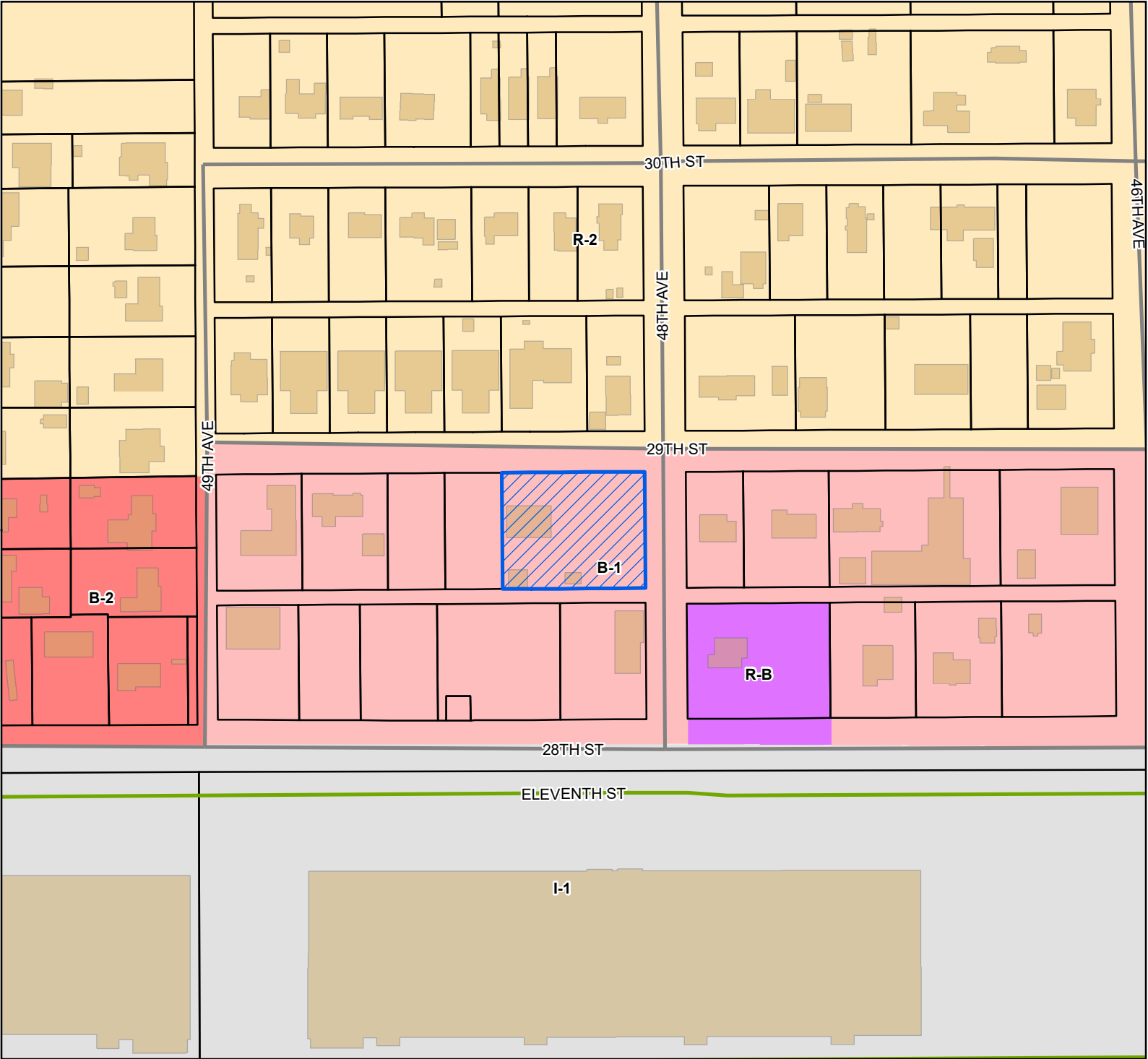
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Ryan Merrill

Director of Urban Development Department



Legend

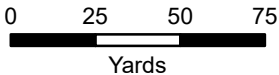
- Site
- Street
- Military Street
- Parcels
- Buildings

Zoning

- B-1 - Neighborhood Business District
- B-2 - General Business District
- I-1 - Light Industry District
- R-2 - Single Family Residence District (Medium Density)
- R-B - Residence-Business District

Site Information

07100-02-102.002
 Zoning: B-1 (Neighborhood business)
 Size: 24,993 sq.ft
 Flood: X



1 inch = 170 feet



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\$175.00



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

For Staff Use Only

Case File #: 2211PC202Date Received: 10/3/2022

Receipt #: _____

Received By: NWZoning: B-1Ward: 1 Flood: ✓24,993

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

Property Information

TAX PARCEL #

0	7	1	0	0

 -

0	2

 -

1	0	2

 •

0	0	2

(If necessary, use separate sheet of paper)

Address of Property Involved: 4809 29th ST. Gulfport MS 39501Lot(s) 11, 12, 13, 14, 15, Block(s) 19, Subdivision Gulfport Heights AdditionGeneral Location: South corner of 29th ST, West side of 48th Ave.**GENERAL DESCRIPTION OF REQUEST:**

would like to have all lots in this Parcel rezoned
from B-1 to R.B. To bring property in zone compliance.

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

Harvey Young
Printed Name Of Owner
4809 29th ST.

Mailing Address
Gulfport MS 39501

City State Zip code
228-236-6413

Home Phone Work/Cell Phone

Email

[Signature]
Signature Of Owner

AGENT

Joyce Unsworth
Printed Name Of Agent
4628 28th ST.

Mailing Address
Gulfport MS 39501

City State Zip code
985-515-9661

Home Phone Work/Cell Phone

1realjoyce@gmail.com

Joyce Unsworth
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 26, 2020

Planning and Zoning office

The neighborhood has changed it's mainly an area with homes, not business, please consider rezoning this property to be for a residence/
Business.

F-1 Owner of Property Lots 11, 12, 13, 14, 15 Block 19
MR. HARVEY YOUNG
4809 29TH ST.
Gulfport, MS 39501
Parcel # 07100-02-102-002
Phone 228-236-6413

F-2 Home has been on the property for many years
with 2 storage sheds no new development.

F-3 With this 1 property giving a rezoning to
R.B. it would be giving this neighborhood which
is mainly homes in the area of like properties.

F-4 not sure if the zoning ordinance is an
error or when it was changed,

September 26, 2022

City of Gulfport Planning Division

Owner:

Mr Harvey Young

4809 29th ST.

Gulfport, MS 39501

Parcel # 07100-02-102-002

Phone 228-236-6413

Agent:

Joyce Unsworth

4628 28th ST.

Gulfport, MS 39501

Phone 985-515-9661

The Request is to have Lots 11, 12, 13, 14, 15 Block 19

To be rezoned from B-1 to R.B.

This property is a Resident and would like
To have this property in compliance with the
Zoning of City of Gulfport.

Best Regards

Agent Joyce Unsworth





Area Map

Printed 07/01/22

-  Addresspoints
-  Parcels



1 inch = 33 feet

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Designation of Agent

I, HARVEY Young Hy
Joyce Unsworth, being owner of the property 4809 29TH ST. GPT. 39501
which is the subject of this application hereby authorize Joyce Unsworth 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.

x [Signature]
Signature

9-26-2022
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 26 day of SEP, 20 22

[Signature]
Notary Public

10/01/2024
Commission Expiration





Covenant Affidavit

I, Joyce Unsworth, being owner or agent of the property 4809 29TH ST. GPT. 39501
PRINT NAME PRIMARY ADDRESS OR PARCEL
07100-02-102.002

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

X [Signature]
Signature Harvey Youngs

9/26/2022
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 26 day of SEP, 2022

[Signature]
Notary Public

10/01/2024
Commission Expiration



SCANNED
STATE OF MISSISSIPPI

COUNTY OF HARRISON



1st Judicial District
Instrument 2008 10062 D J1
Filed/Recorded 12 3 2008 4 49 P
Total Fees 16.00
2 Pages Recorded



WARRANTY DEED



FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, HARVEY V. YOUNG also known as HARVEY YOUNG and wife, BERNICE E. YOUNG also known as BERNICE YOUNG, 4809-29th Street, Gulfport, MS 39501, 228-864-9771, do hereby sell, convey and warrant unto HARVEY V. YOUNG and BERNICE E. YOUNG, 4809-29th Street, Gulfport, MS 39501, 228-864-9771, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property being located in the First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

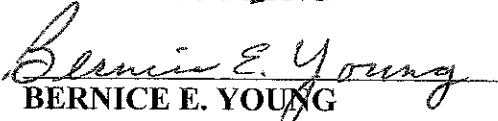
Lots Eleven (11), Twelve (12), Thirteen (13), Fourteen (14) and Fifteen (15), Block Nineteen (19), GULFPORT HEIGHTS ADDITION, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 3 at Page 13 thereof, reference to which is hereby made in aid of and as a part of this description.

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

TAXES for the current year are hereby assumed by the Grantees herein.

WITNESS OUR SIGNATURES, on this the 3rd day of December, 2008.


HARVEY V. YOUNG


BERNICE E. YOUNG

TITLE NOT EXAMINED

STATE OF MISSISSIPPI

COUNTY OF HARRISON

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 3rd day of December, 2008.


NOTARY PUBLIC

My Commission Expires:

Prepared by:
Gulf Title Company, Inc.
P. O. Box 280
Gulfport, MS 39502
(228) 865-0011
File #080663



MISCELLANEOUS PAYMENT RECPT#: 11840949
CITY OF GULFPORT
GENERAL FINANCE DEPARTMENT
1410 24TH AVENUE
GULFPORT, MS 39501

DATE: 10/03/22 TIME: 12:19:36
CLERK: lbarefoot DEPT: BUILDING COD
CUSTOMER#:

COMMENT: PLANNING/ZONING FEES

CHG: 500400 ZONING FEES 175.00

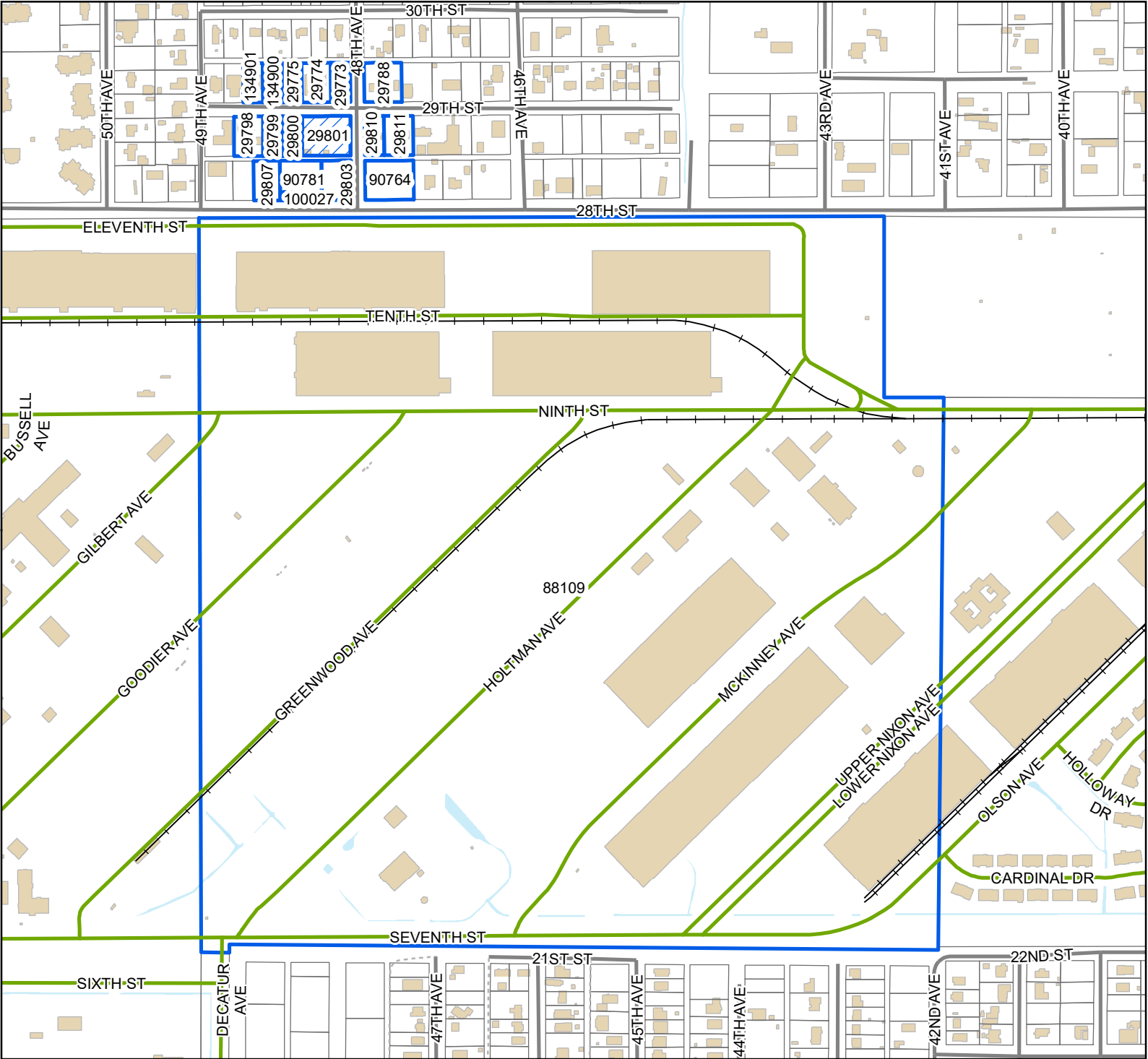
AMOUNT PAID: 175.00

PAID BY: JOYCE UNSWORTH
PAYMENT METH: CHECK
426

REFERENCE:

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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	29801	07100-02-102.002	YOUNG HARVEY V & BERNICE E	4809-29TH STREET	GULFPORT	MS	39501
	Adjacent Property Owners(07100-02-102.002)						
	29803	07100-02-104.000	GORDON BOYD W & PAMELA R	6462 SIMMONS DR	LONG BEACH	MS	39560
	29810	07100-02-039.000	HANSON KIRK	11195 WOODLEY CV	GULFPORT	MS	39503
	29775	07100-02-098.000	JACKSON KIMBERLY HANKS	2408 BROADMOOR PLACE	GULFPORT	MS	39501
N	134900	07100-02-098.001	JACKSON KIMBERLY HANKS	2408 BROADMOOR PLACE	GULFPORT	MS	39501
N	134901	07100-02-098.002	JACKSON KIMBERLY HANKS	2408 BROADMOOR PLACE	GULFPORT	MS	39501
	29788	07100-02-046.000	LANIER STEPHEN LEE & PAMELA CULVER	4626 29TH STREET	GULFPORT	MS	39501
	29799	07100-02-102.000	MAGNUSEN BETTY	3774 ROUTE 31 APT 602	LIVERPOOL	NY	13090
	100027	07100-02-105.001	NECAISE KEVIN D ETAL	7490 CAESAR-NECAISE RD	PERKINSTON	MS	39573
	90781	07100-02-105.000	PETERSON KAREN K & MIRIAM GRAVES	7490 CAESAR-NECAISE RD	PERKINSTON	MS	39573
N	29800	07100-02-102.001	PETERSON KAREN K & MIRIAM GRAVES	7490 CAESAR-NECAISE RD	PERKINSTON	MS	39573
	29773	07100-02-096.000	PHELPS MARGIE AUGESTINE -ESTATE-	26 PASS RD	GULFPORT	MS	39501
	29798	07100-02-101.000	RAWLINGS STEVE	PO BOX 6633	D'IBERVILLE	MS	39540
	29811	07100-02-040.000	RUSSELL LINDA A & CHUTER RICKEY P	4627 29TH STREET	GULFPORT	MS	39501
	29807	07100-02-106.000	TRAN TONY PHU	307 FERGUSON AVE	LONG BEACH	MS	39560
	88109	0711B-01-002.000	U S NAVAL CONST BATTALION CTR	28TH ST	GULFPORT	MS	39501
	90764	07100-02-038.000	UNSWORTH OWEN J	1001 WALLACE CT	SLIDELL	LA	70461
	29774	07100-02-097.000	WEIS JOSEPH SCOTT	4810- 29TH STREET	GULFPORT	MS	39501



Legend

- Site
- Adjacent Properties
- Street
- Military Street
- Alley
- Railroad
- Buildings
- Water Features

0 80 160 240
Yards

1 inch = 500 feet



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RE: Zoning Map Amendment 2211PC202, by agent Joyce Unsworth, tax parcel 0710O-02-102.002, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4809 29th St, Zoned B-1 (Neighborhood business), Ward 1

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, November 17, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Planning Commission for **Thursday, November 17, 2022**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

THANK YOU for your legal submission!

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

ORDER DETAILS

Order Number:
IPL0096113

Order Status:
Submitted

Classification:
Legals & Public Notices

Package:
BLX - Legal Ads

Final Cost:
81.72

Payment Type:
Account Billed

User ID:
IPL0024925

ACCOUNT INFORMATION

GULFPORT URBAN DEVELOPMENT IP
PO BOX 1780
GULFPORT, MS 39502
228-868-5705
AccountsPayable@gulfport-ms.gov
GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT

Date
October 27, 2022 11:41:15 AM EDT

Amount:
81.72

SCHEDULE FOR AD NUMBER IPL00961130

November 2, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00961130**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, November 17, 2022 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2211PC194, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests for outdoor entertainment venue, 942 1/2 Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

Zoning Map Amendment 2211PC195, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 942 1/2 Beach Blvd, Ward 2

Planning Commission Approval 2211PC196, by owner Jermille Johnson, tax parcel 0810B-03-099.000, Requests mobile home use, W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

Zoning Map Amendment 2211PC198, by agent Jorge Vargas, tax parcel 1007M-01-038.000, Requests to rezone from R-B (Residence-business) to R-E (Residence estate), 13062 Sheldon St, Zoned R-B (Residence-business), Ward 6

Planning Commission Approval 2211PC199, by agent Terrell Roddy, tax parcel 0808D-04-004.000, Requests to allow a medical dispensary use, 12407 HWY 49 N, Zoned B-4 (Highway business), Ward 7

Special Exception 2211SE200, by agent Adeeb Botros, tax parcel 0810C-03-059.000, Requests liquor store use, 8304 HWY 49 B, Zoned B-4 (Highway business), Ward 3

Planning Commission Approval 2211PC201, by owners Barry & Theresa Weyland, tax parcel 1010E-03-007.015, Request home occupation for real estate office, 927 Old Towne St, Zoned T3 (Sub-Urban Zone), Ward 4

Zoning Map Amendment 2211PC202, by agent Joyce Unsworth, tax parcel 0710O-02-102.002, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4809 29th St, Zoned B-1 (Neighborhood business), Ward 1

Planning Commission Approval 2211PC203, by agent Doug Hanson, tax parcel 0811G-03-033.000, Request home occupation for mobile windshield repair business, 1632 2nd St, Zoned T4L (General Urban Zone "Limited"), Ward 2

Appeals 2211PC204, by owners 3112 Pass Rd LLC & Ronald Fremin II, tax parcel 0811D-04-009.000, Requests metal exterior on facility, 3112 Pass Road, Zoned I-1 (Light Industry), Ward 1

Planning Commission Approval 2211PC205, by owners Yolanda & Marcus Stubbs, tax parcel 0908J-01-036.000, Requests home occupation for mobile notary use, 20 Joanna Lane, R-1-10 (Single-family) Ward 6

Zoning Map Amendment 2211PC206, by owners Incia Hernandez & Wilson Martinez, tax parcel 0910N-01-018.001, Request to rezone from B-2 (General Business) to R-B (Residence Business), 3205 F Ave, Zoned B-2 (General Business), Ward 4

Zoning Map Amendment 2211PC207, by agent J. William Williams, tax parcels 0708P-01-004.007 & 0708P-01-006.000, Requests to rezone from R-1-15 (Single-family) to B-2 (General business), 11261 Old Highway 49, Zoned R-1-15 (Single-family), Ward 7

Resubdivision 2211PC208, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2211PC209, by agent Robert Reimann, tax parcel 0809B-03-017.000, Requests to rezone from I-2 (Heavy Industry) to R-3 (General residence), River Ten Rd & Klein Rd, Zoned I-2 (Heavy Industry), Ward 7

Planning Commission Approval 2211PC210, by agent Addison Bell,

Planning Commission Approval 2210PC190, by agent Addison Reimann, tax parcel 0809K-02-002.001, Request approval to allow a medical dispensary use, Creosote Rd, B-4 (Highway business), Ward 3

Final Plat 2211PC211, by agent Robert Reimann, tax parcels 0808O-02-016.000, 0808O-02-019.000, 0808O-02-015.000, Approval of Final Plat for 63-lot subdivision (Southern Breeze Subdivision) with 3 outparcels, Dedeaux Rd & Tanner Rd, Zoned R-1-5 (Single-family) & B-2 (General business), Ward 5

Planning Commission Approval 2210PC190, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive sales of less than 50 vehicles & automotive laundry use, 2601 15th Ave, Zoned B-2 (General business), Ward 3

This the 26th 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-1 (NEIGHBORHOOD 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 07100-02-102.002, which is generally described as being located North of 28TH Street, South of and adjacent to 29TH Street, East of 49TH Avenue, and West of and adjacent to 48TH Avenue, should be rezoned from its present classification of B-1 (Neighborhood Business) District to R-B (Residence-Business) District. The Case File Number is 2211PC202; and

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

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

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

Ad valorem tax parcel number 07100-02-102.002 is legally described as:

Lots Eleven (11), Twelve (12), Thirteen (13), Fourteen (14) and Fifteen (15), Block Nineteen (19), GULFPORT HEIGHTS ADDITION, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 3 at Page 13 thereof, reference to which is hereby made in aid of and as a part of this description.

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

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

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

SECTION 4. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance amends the City’s Code of Ordinances and Official Zoning Map by rezoning Tax Parcel No. 0710O-02-102.002 from its present zoning classification of B-1 (Neighborhood 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

2211PC202

TRANSCRIPT OF HEARING

November 17, 2022

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 17TH DAY OF NOVEMBER 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
B.J. SELLERS
CHARLIE HEWES
HAROLD SPANN
TIMOTHY DAIGLE, JR.
DOUG HANCOCK

STAFF PRESENT:

MATILDA WELCH
LORAIN HUGHES
LESLIE ERVIN
CORY LONG
KEVIN BROWN

ALSO PRESENT:

MARGARET MURDOCK, City Attorney

1 4. Zoning Map Amendment 2211PC202

2 MS. WELCH: Zoning Map Amendment Case 202 has
3 been duly and timely noticed as required by law. The
4 applicant requests to rezone from B-1 neighborhood business
5 to R-B residence business 4809 29th Street, zoned B-1
6 neighborhood business, Ward 1. A copy of the packet Exhibit
7 A considered is hereby offered to the record.

8 MR. WILLIAMS: Thank you.

9 Someone here to speak for this request? Yes.

10 MS. UNSWORTH: Hello. I'm Joyce Unsworth,
11 4628 28th Street, Gulfport, Mississippi.

12 MR. WILLIAMS: Thank you.

13 MS. UNSWORTH: I'm here on behalf of Mr.
14 Harvey Young. And his property is not zoned for a residence
15 to be -- and it's been a residence there for years and
16 years. And so that's the change why we want to do it
17 residential business.

18 MR. WILLIAMS: Okay. Y'all can see up on the
19 map, you can see the map there and the one in our packet or
20 whatever clearly shows that that's residential property.

21 MS. UNSWORTH: The one that's in purple,
22 that's my daughter's house, and that's where I'm living.
23 And I had that one rezoned, as well, because what we found
24 out from Cory's office was that if your home isn't zoned for
25 a residence and you are --

1 MR. WILLIAMS: Looking to do repairs?

2 MS. UNSWORTH: Is it ten percent, Cory, is
3 that what it is? Ten percent of the damage is all you're
4 allowed financially to repair. So it really is a burden to
5 have this zoned like it is.

6 So we're just -- I was just helping him out
7 to try and -- he's an eighty something year old man on
8 oxygen. So I told him what we were doing. So he wanted his
9 property done, as well.

10 MR. WILLIAMS: Okay. Cory, wasn't this next
11 to the property that we -- another piece?

12 MR. LONG: Absolutely. I you look at it, in
13 the southeast corner -- I'll highlight it here on the map if
14 I can with a little pen pointer here, you can see little
15 squiggles.

16 MR. WILLIAMS: Yep.

17 MR. LONG: That's the one that Ms. Joyce
18 rezoned just a few months ago, and sounds like she's
19 championing the neighborhood to get back to allowing
20 residential. So she's right. Right now, that road is in a
21 B-1, that single family residence is required to convert at
22 some point in the near future.

23 As an R-B you can continue to keep a single
24 family house there and gives you some limited commercial
25 options, too. So you're kind of getting the best of both

1 worlds.

2 MR. WILLIAMS: All right. Any questions,
3 Commissioners, of the applicant or staff?

4 MR. HANCOCK: What's the story on why this is
5 B-1 in the first place? I mean, those all look like
6 residences. There's an industrial to the south. Is that
7 something to do with that?

8 MR. WILLIAMS: Give us the history, Cory.

9 MR. LONG: The history. So a lot of times
10 what you do not usually want to do is abut residential up
11 against industrial. And so you have the Seabee base there
12 to the south, and that is zoned industrial. They're not
13 exactly, I guess some of the uses of zoning and this sort of
14 thing is not exactly viewed as being very compatible.

15 But yet, people live there anyway. Those
16 houses were there. And so when the city did make its
17 original zoning plan with some subsequent plan after that,
18 they laid out that as a commercial corridor. It was all
19 going to convert, you know. And this may have -- this stuff
20 may have started to happen under original comp plans before
21 the interstate system was so widely used.

22 There's a lot of idea behind it. And I
23 couldn't tell you exactly what the thoughts were from 1979
24 although the original zoning ordinance was passed, and then
25 any subsequents -- I wasn't even born in 1979.

1 MR. HANCOCK: Quit bragging.

2 MR. WILLIAMS: I know it.

3 MR. LONG: Two years later.

4 MR. HANCOCK: Thank you.

5 MR. WILLIAMS: Any other questions?

6 Thank you. Appreciate it.

7 MS. UNSWORTH: You're welcome.

8 MR. WILLIAMS: Anyone else here to speak for
9 this request, to speak against it, or have questions on it?

10 All right. Commissioners, any other
11 questions or a motion, please.

12 MR. SELLERS: Mr. Chairman, I move we approve
13 Case File 2211PC202 with any conditions.

14 MR. WILLIAMS: Thank you, B.J. I got a
15 motion to approve. Do I have a second?

16 MR. HANCOCK: Second.

17 MR. WILLIAMS: Got a motion and a second.
18 All those in favor signify by saying aye. Any opposed? All
19 right. Thank you for helping him out. Good luck with it.

20 (Unanimous vote.)

21

22

23

24

25

BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2211PC202

COURT REPORTER'S CERTIFICATE

I, Norma Jean Ladner Soroe, Certified Shorthand Reporter, do hereby certify that to the best of my skill and ability I have reported the hearing held before the City of Gulfport Planning Commission and that the foregoing 5 pages constitute a true and correct transcription of said hearing held on the 17th day of November 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 25th 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 20, 2022

Re: Ordinance - rezoning a tax parcel from B-2 (General business) to R-B (Residence-business) - located at 3205 F Avenue - Case # 2211PC206 - Ward 4.

Zoning Map Amendment 2211PC206, by owners Incia Hernandez & Wilson Martinez, tax parcel 0910N-01-018.001, Request to rezone from B-2 (General Business) to R-B (Residence Business), 3205 F Ave, Zoned B-2 (General Business), Ward 4

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Cory Long, Planning Administrator
Urban Development Department

Date: December 9, 2022

Re: Zoning Map Amendment 2211PC206, by owners Incia Hernandez & Wilson Martinez, tax parcel 0910N-01-018.001, Request to rezone from B-2 (General Business) to R-B (Residence Business), 3205 F Ave, Zoned B-2 (General Business), Ward 4

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Sellers

Second: Mr. Jones

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

Action: Motion was carried unanimously.

Speaking for the Petition:

1. Inca Hernandez
2. Carlos (interpreter for Inca Hernandez)
3. Kenneth Simmons

Speaking against the Petition: None

On November 17, 2022, the Planning Commission recommended approval of the above referenced case.

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

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2211PC206

Hearing Date: November 17, 2022

Current Zoning/Use: B-2 / Single-family homes

Legal: Zoning Map Amendment 2211PC206, by owners Incia Hernandez & Wilson Martinez, tax parcel 0910N-01-018.001, Request to rezone from B-2 (General Business) to R-B (Residence Business), 3205 F Ave, Zoned B-2 (General 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 6,000 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, "they [the City of Gulfport] zoned the house for commercial while people still live there." 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. This home was built in 1955 (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

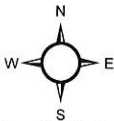
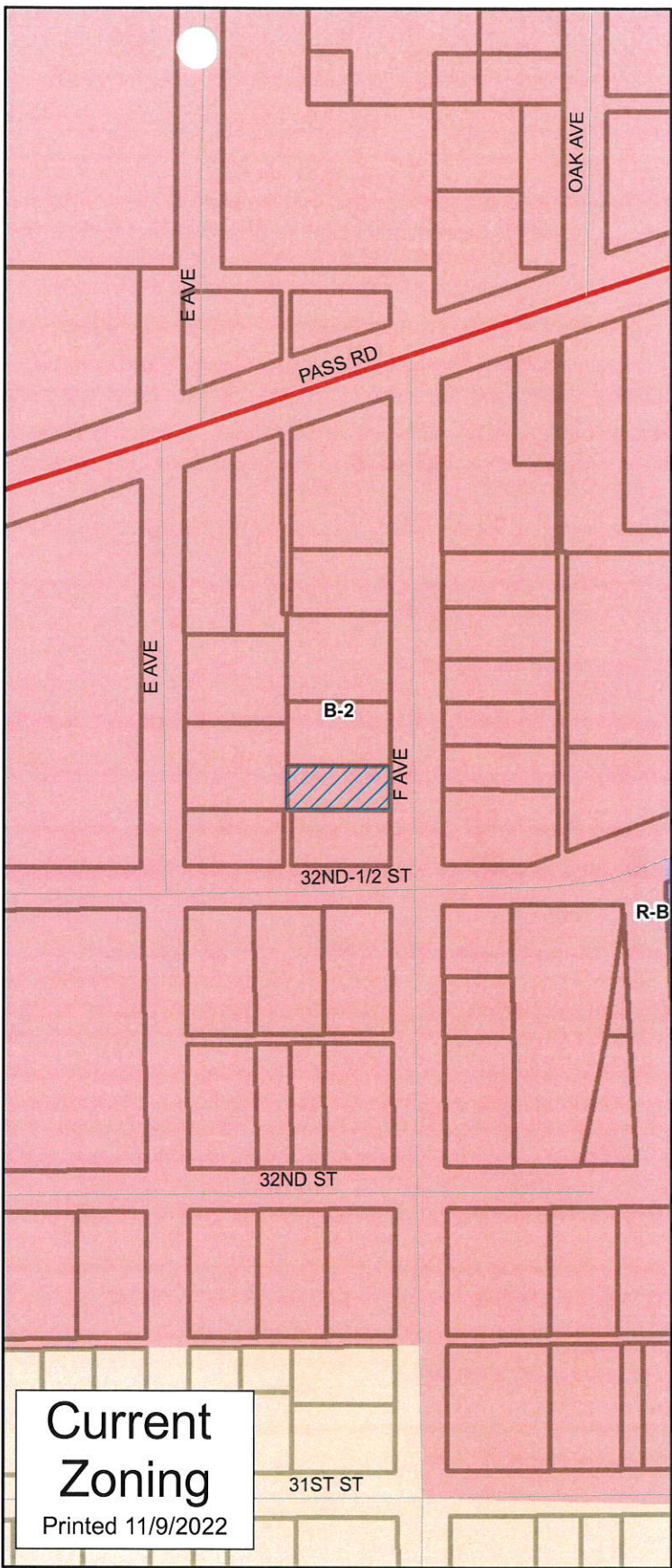
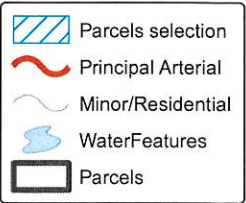
These homes predate the 1979-zoning ordinance and were rendered non-conforming by the ordinance adoption. Being non-conforming, these homes were placed in position of forced change instead of a zoning district like R-B that would allow for a gradual change. As such, an intentional business area should 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:



Ryan Merrill
Director of Urban Development Department



1 inch = 200 feet

DATA DISCLAIMER:
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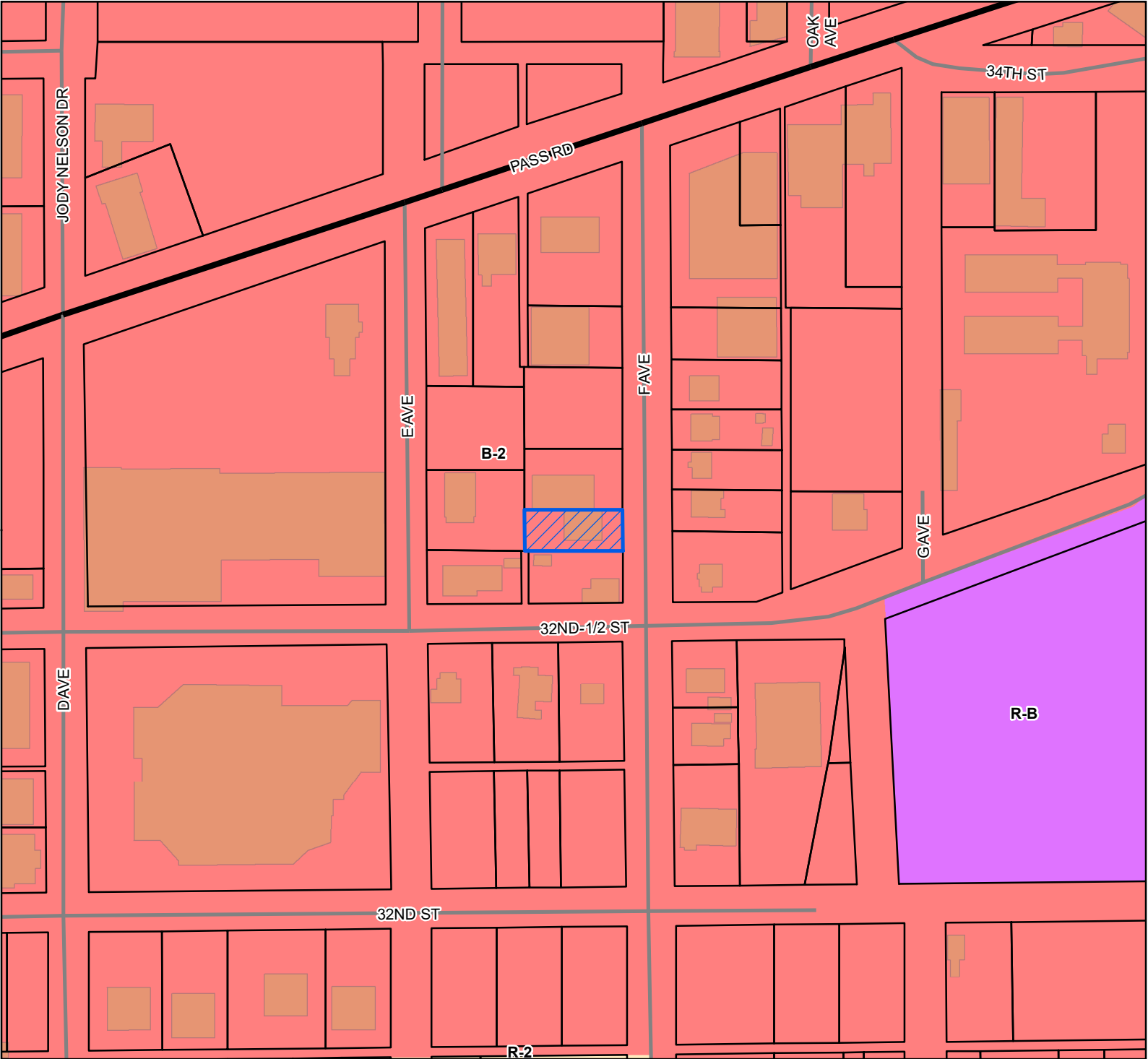


Tax Rolls - Real Property

2022 Official Landroll Information				
RAMOS INCIA ISABEL HERNANDEZ -ETAL- 3205 F AVE GULFPORT, MS 39501 Physical Street Address: 3205 F AVE				
Parcel #:	PPIN	Tax District	Homestead Exp.	Judicial Dist.
0910N-01-018.001	103041	4G		1
Supervisor District:		Subdivision:		
4		JORDAN AND MCGUIRE		
Exemption Code				
Non-Exempt				
Section	Township	Range		
35	07	11		
Instrument Number(s)				
2021-0008444-D-J1, 2020-0010121-D-J1, 2019-0008735-D-J1, 2018-0006514-D-J1, 2007-0005489-D-J1, 2006-0002383-D-J1, 1206/0195				
Acres	Land Value	Improvements	Total Value	Assessed Value
0	7935	36155	44090	6615 0 / 6613.5
Legal Description				
LOTS 26 & 27 BLK A & E 5 FT OF VACATED ALLEY LYING ON W SIDE OF LOTS OF JORDAN & MCGUIRE SUBD SEC 35-7-11				

There are **1** building description records attached to this parcel.

Improvement 1 (Primary)	
Year Built:	1955
Base Square Feet:	940
Second Floor Area:	0



Site

US or State Highway

Street

Parcels

Buildings

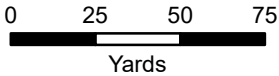
Zoning

B-2 - General Business District

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

R-B - Residence-Business District

Site Information
0910N-01-018.001
Zoning: B-2 (General business)
Size: 6,023 sqft
Flood: X



1 inch = 170 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 #: 221DC206

Date Received: _____

Receipt #: _____

Received By: _____

Zoning: B-2Ward: 4 Flood: X

SIZE: 6023 sq. ft.
(If necessary, use separate sheet of paper)

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

Property Information

TAX PARCEL #

0	9	1	0	N	-	0	1	-	0	1	8	•	0	0	1
					-			-				•			
					-			-				•			

Address of Property Involved: 3205 F Ave

Lot(s) _____, Block(s) _____, Subdivision _____

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

Re zone from B2 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

Incia Hernandez

Printed Name Of Owner

3205 F Ave

Mailing Address

Gulfport MS 39507

City

State

Zip code

(504) 320-6535

Home Phone

Work/Cell Phone

Estrella.samantha19@gmail.com

Email

Incia Hernandez

Signature Of Owner

AGENT

Printed Name Of Agent

Mailing Address

City

State

Zip code

Home Phone

Work/Cell Phone

Email

Signature Of Agent

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



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

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

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

NAME OF OWNER (PRINT)

Wilson Martinez

ADDRESS (STREET, CITY, STATE, ZIP CODE)

3205 F Ave Gulfport, MS 39507

PHONE # (H)

(504) 809-8213

(W)

TAX PARCEL NUMBER(S) OWNED

0910N-01-018.001

SIGNATURE:



NAME OF OWNER (PRINT)

ADDRESS (STREET, CITY, STATE, ZIP CODE)

PHONE # (H)

(W)

TAX PARCEL NUMBER(S) OWNED

SIGNATURE:

NAME OF OWNER (PRINT)

ADDRESS (STREET, CITY, STATE, ZIP CODE)

PHONE # (H)

(W)

TAX PARCEL NUMBER(S) OWNED

SIGNATURE:

(Use additional forms as needed)

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

I, Incia Hernandez owner of 2205 F Ave Gulfport, MI 39507, am requesting an amendment to the Comprehensive zoning ordinance because I believe the city made a mistake. They zoned the house for commercial while people still live there.

F 1. Incia Hernandez 3205 F Ave

2. Finishing building permits as soon as complete.

3. This will allow it to stay a single family house.

4. This will allow this to stay a single family house.

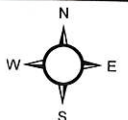


Area Map

Printed 10/4/2022



- Addresspoints **Harrison_HughRes_2020.sid**
- Minor/Residential **RGB**
- WaterFeatures
- Parcels
- Red: Band_1
- Green: Band_2
- Blue: Band_3



1 inch = 60 feet

DATA DISCLAIMER:

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J. K. Jordan 1st Judicial District
Instrument 2021 8444 D - J1
Filed/Recorded 6/17/2021 11:20 A
Total Fees \$ 26.00
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 Howard Avenue, Biloxi, MS 39530
(228) 374-2100

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

INDEXING INSTRUCTIONS: LOT 26 and 27,
BLOCK A, & EAST 5' of VACATED ALLEY ON W SIDE
OF LOTS OF JORDAN AND McGUIRE S/D

SPECIAL WARRANTY DEED

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

NR DEED, LLC,
an Indiana Limited Liability Company
1266 West Paces Ferry Road #517
Atlanta, GA 30327
(404)949-3850

does hereby sell, convey and specially warrant unto

INCIA ISABEL HERNANDEZ RAMOS and
WILSON ARMANDO MARTINEZ CRUZ
3205 F Avenue, Gulfport, MS 39501
(504)320-6535

as joint tenants with full rights of survivorship, and not as tenants in common, 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 26 & 27, Block A and East 5 Feet of vacated alley lying on West side of lots of Jordan & McGuire Subdivision, in the City of Gulfport, in the First Judicial District of Harrison County, Mississippi, as per the official map or plat thereof on file and of record in the office of the Chancery Clerk thereof, Plat Book 10 at Page 1 (Copy Book 4 at Page 297).

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 2021 have been prorated between the parties hereto and the obligation to pay same is assumed by the Grantees herein, who will pay same when due.

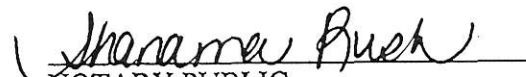
WITNESS my signature on this the 11th day of June, 2021.

NR Deed, LLC

By: 
R. Richard Robinson, Authorized Representative

STATE OF Georgia
COUNTY OF Cobb

9th Personally appeared before me, the undersigned authority in and for the said county and state, on this day of June, 2021, within my jurisdiction, the within named R. Richard Robinson, who acknowledged to me that he is an Authorized Representative of NR Deed, LLC, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said LLC so to do.

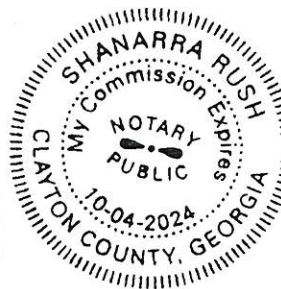

NOTARY PUBLIC

My Commission Expires:

10-04-2024
(SEAL)

59719

Page 2 of 2



MISCELLANEOUS PAYMENT RECPT#: 11842892
CITY OF GULFPORT

GULFPORT, MS 39501

DATE: 10/04/22 TIME: 13:22:57
CLERK: cbrown DEPT:
CUSTOMER#:

COMMENT:

CHG: PZD PLANNING AND ZO 175.00

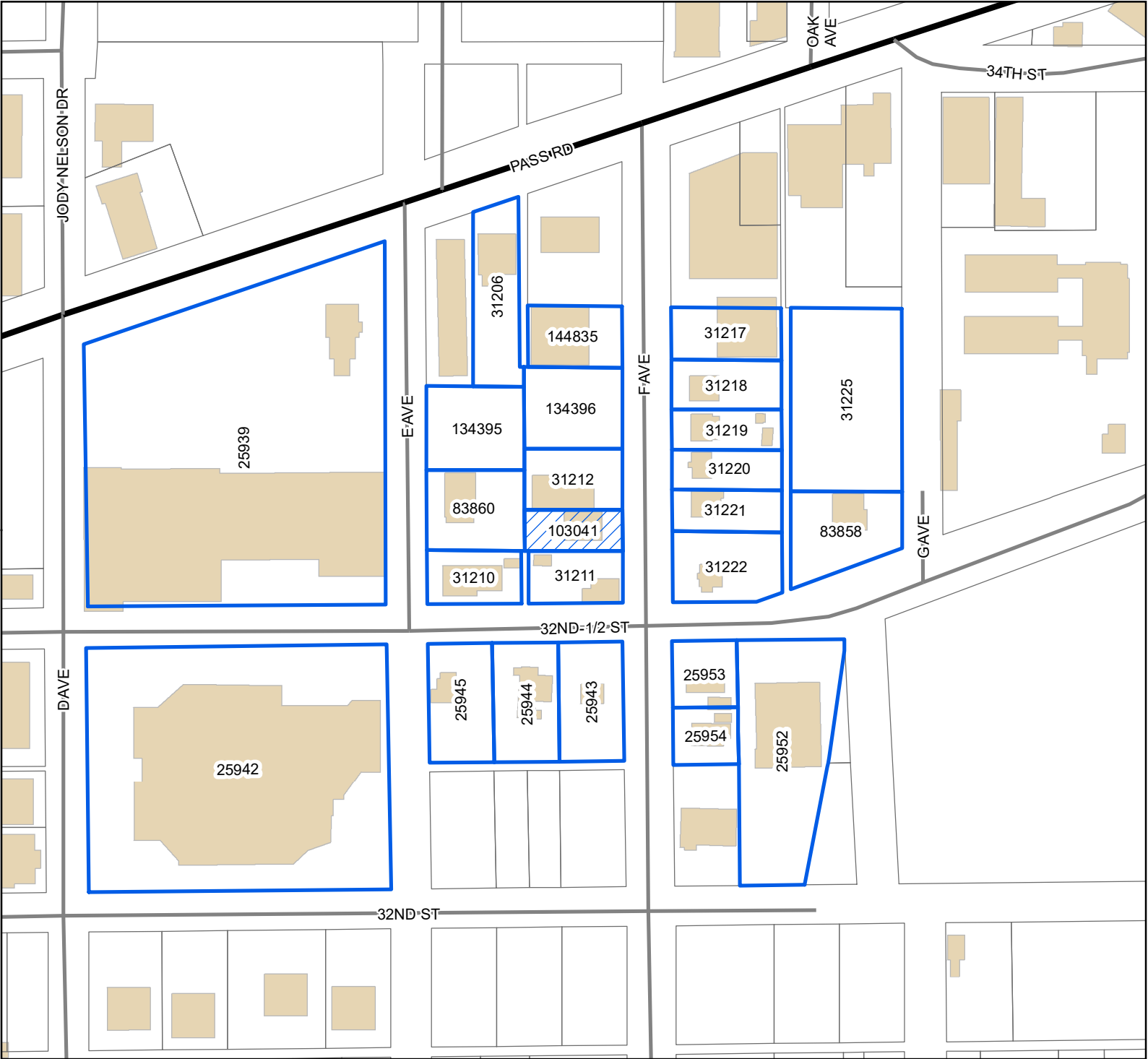
AMOUNT PAID: 175.00

PAID BY: INCIA HERNENDEZ
PAYMENT METH: CREDIT CARD

REFERENCE:

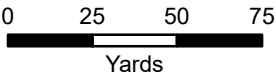
AMT TENDERED: 175.00
AMT APPLIED: 175.00
CHANGE: .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	103041	0910N-01-018.001	INCIA HERNANDEZ (OWNER)	3205 F AVE	GULFPORT	MS	39501
			WILSON MARTINEZ (OWNER)	3205 F AVE	GULFPORT	MS	39501
			Adjacent Property Owners (2211PC206)				
	25954	0910N-01-034.000	A-2 PROPERTIES LLC	2641 PALMER DR	GULFPORT	MS	39507
	25953	0910N-01-033.000	BAYOU RENTAL PROPERTIES INC	1502 MILL RD	GULFPORT	MS	39507
	83860	0910N-01-022.000	BLACKWATER REAL ESTATE LLC	9175 ASHBURY LANE	GULFPORT	MS	39503
	134395	0910N-01-022.001	BLACKWATER REAL ESTATE LLC	9175 ASHBURY LANE	GULFPORT	MS	39503
	134396	0910N-01-022.002	BLACKWATER REAL ESTATE LLC	9175 ASHBURY LANE	GULFPORT	MS	39503
	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
	31217	0910N-01-011.000	HAGE LIMITED PARTNERSHIP	400 PASS RD	GULFPORT	MS	39507
	144835	0910N-01-019.001	HAGE LIMITED PARTNERSHIP	400 PASS RD	GULFPORT	MS	39507
	31220	0910N-01-014.000	HEINRICH ELISABETH JANE ETAL	28 52ND ST	GULFPORT	MS	39507
	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
	25943	0910N-01-028.000	JUNIOR'S HOLDING COMPANY LLC	3208 D AVE	GULFPORT	MS	39507
	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
	31212	0910N-01-018.000	MITRENGA LARRY	P O BOX 4984	BILOXI	MS	39535
	25939	0910N-01-024.000	MS GULF COAST YOUTH FOR CHRIST INC	111 PASS RD	GULFPORT	MS	39507
	83858	0910N-01-006.000	SIMMONS KENNETH R JR & SHERRY A	2492 TANDY DR	GULFPORT	MS	39503
	31221	0910N-01-015.000	SIMMONS KENNETH RAY JR & SHERRY ANN	2492 TANDY DR	GULFPORT	MS	39503
	31222	0910N-01-016.000	SIMMONS KENNETH RAY JR & SHERRY ANN	2492 TANDY DR	GULFPORT	MS	39503
	31225	0910N-01-007.000	SIMMONS KENNETH RAY JR & SHERRY ANN	2492 TANDY DR	GULFPORT	MS	39503
	31211	0910N-01-017.000	STRAIN BRUCE A & PEGGY L	304 32ND 1/2 STREET	GULFPORT	MS	39507
	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



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.

RE: Zoning Map Amendment 2211PC206, by owners Incia Hernandez & Wilson Martinez, tax parcel 0910N-01-018.001, Request to rezone from B-2 (General Business) to R-B (Residence Business), 3205 F Ave, Zoned B-2 (General Business), Ward 4

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, November 17, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Planning Commission for **Thursday, November 17, 2022**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

THANK YOU for your legal submission!

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

ORDER DETAILS

Order Number:
IPL0096113

Order Status:
Submitted

Classification:
Legals & Public Notices

Package:
BLX - Legal Ads

Final Cost:
81.72

Payment Type:
Account Billed

User ID:
IPL0024925

ACCOUNT INFORMATION

GULFPORT URBAN DEVELOPMENT IP
PO BOX 1780
GULFPORT, MS 39502
228-868-5705
AccountsPayable@gulfport-ms.gov
GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT

Date
October 27, 2022 11:41:15 AM EDT

Amount:
81.72

SCHEDULE FOR AD NUMBER IPL00961130

November 2, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00961130**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, November 17, 2022 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2211PC194, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests for outdoor entertainment venue, 942 1/2 Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

Zoning Map Amendment 2211PC195, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 942 1/2 Beach Blvd, Ward 2

Planning Commission Approval 2211PC196, by owner Jermille Johnson, tax parcel 0810B-03-099.000, Requests mobile home use, W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

Zoning Map Amendment 2211PC198, by agent Jorge Vargas, tax parcel 1007M-01-038.000, Requests to rezone from R-B (Residence-business) to R-E (Residence estate), 13062 Sheldon St, Zoned R-B (Residence-business), Ward 6

Planning Commission Approval 2211PC199, by agent Terrell Roddy, tax parcel 0808D-04-004.000, Requests to allow a medical dispensary use, 12407 HWY 49 N, Zoned B-4 (Highway business), Ward 7

Special Exception 2211SE200, by agent Adeeb Botros, tax parcel 0810C-03-059.000, Requests liquor store use, 8304 HWY 49 B, Zoned B-4 (Highway business), Ward 3

Planning Commission Approval 2211PC201, by owners Barry & Theresa Weyland, tax parcel 1010E-03-007.015, Request home occupation for real estate office, 927 Old Towne St, Zoned T3 (Sub-Urban Zone), Ward 4

Zoning Map Amendment 2211PC202, by agent Joyce Unsworth, tax parcel 0710O-02-102.002, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4809 29th St, Zoned B-1 (Neighborhood business), Ward 1

Planning Commission Approval 2211PC203, by agent Doug Hanson, tax parcel 0811G-03-033.000, Request home occupation for mobile windshield repair business, 1632 2nd St, Zoned T4L (General Urban Zone "Limited"), Ward 2

Appeals 2211PC204, by owners 3112 Pass Rd LLC & Ronald Fremin II, tax parcel 0811D-04-009.000, Requests metal exterior on facility, 3112 Pass Road, Zoned I-1 (Light Industry), Ward 1

Planning Commission Approval 2211PC205, by owners Yolanda & Marcus Stubbs, tax parcel 0908J-01-036.000, Requests home occupation for mobile notary use, 20 Joanna Lane, R-1-10 (Single-family) Ward 6

Zoning Map Amendment 2211PC206, by owners Incia Hernandez & Wilson Martinez, tax parcel 0910N-01-018.001, Request to rezone from B-2 (General Business) to R-B (Residence Business), 3205 F Ave, Zoned B-2 (General Business), Ward 4

Zoning Map Amendment 2211PC207, by agent J. William Williams, tax parcels 0708P-01-004.007 & 0708P-01-006.000, Requests to rezone from R-1-15 (Single-family) to B-2 (General business), 11261 Old Highway 49, Zoned R-1-15 (Single-family), Ward 7

Resubdivision 2211PC208, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2211PC209, by agent Robert Reimann, tax parcel 0809B-03-017.000, Requests to rezone from I-2 (Heavy Industry) to R-3 (General residence), River Ten Rd & Klein Rd, Zoned I-2 (Heavy Industry), Ward 7

Planning Commission Approval 2211PC210, by agent Addison Bell,

Planning Commission Approval 2210PC190, by agent Addison Reimann, tax parcel 0809K-02-002.001, Request approval to allow a medical dispensary use, Creosote Rd, B-4 (Highway business), Ward 3

Final Plat 2211PC211, by agent Robert Reimann, tax parcels 0808O-02-016.000, 0808O-02-019.000, 0808O-02-015.000, Approval of Final Plat for 63-lot subdivision (Southern Breeze Subdivision) with 3 outparcels, Dedeaux Rd & Tanner Rd, Zoned R-1-5 (Single-family) & B-2 (General business), Ward 5

Planning Commission Approval 2210PC190, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive sales of less than 50 vehicles & automotive laundry use, 2601 15th Ave, Zoned B-2 (General business), Ward 3

This the 26th 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-01-018.001, which is generally described as being located North of 32ND – 1/2 Street, South of Pass Road, East of E Avenue, and West of and adjacent to F 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 2211PC206; 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-01-018.001 is legally described as:

Lots 26 & 27, Block A and East 5 Feet of vacated alley lying on West side of lots of Jordan & McGuire Subdivision, in the City of Gulfport, in the First Judicial District of Harrison County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk thereof, Plat Book 10 at Page 1 (Copy Book 4 at Page 297).

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-01-018.001 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

2211PC206

TRANSCRIPT OF HEARING

November 17, 2022

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 17TH DAY OF NOVEMBER 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
B.J. SELLERS
CHARLIE HEWES
HAROLD SPANN
TIMOTHY DAIGLE, JR.
DOUG HANCOCK

STAFF PRESENT:

MATILDA WELCH
LORAIN HUGHES
LESLIE ERVIN
CORY LONG
KEVIN BROWN

ALSO PRESENT:

MARGARET MURDOCK, City Attorney

1 5. Zoning Map Amendment 2211PC206

2 MS. WELCH: Zoning Map Amendment Case 206 has
3 been duly and timely noticed as required by law. The
4 applicant requests to rezone from B-2 general business to
5 R-B residence business business, Ward 4. A copy of the
6 packet Exhibit A considered is hereby offered to the record.

7 MR. WILLIAMS: Is someone here to speak for
8 this request?

9 MR. MARTINEZ: I'm here to speak for my mom.
10 Her name is Incia Hernandez, 3205 F Avenue, Gulfport,
11 Mississippi.

12 MR. WILLIAMS: If you don't mind, give us
13 your name.

14 MR. MARTINEZ: Carlos.

15 MR. WILLIAMS: All right.

16 MR. MARTINEZ: They bought the house last
17 year, and it's like -- it's in a business zone. And we're
18 trying to live there. So we're requesting the rezoning for
19 a residence.

20 MR. WILLIAMS: Okay. So y'all bought the
21 house that's in B-2, and you just want it to be some type of
22 a residential similar to the comments Cory made last time,
23 R-B gives you the best of both worlds. I know you have a
24 residence, but in the future possibly some business -- I
25 know y'all don't have plans for that, but it would be the

1 best of both worlds there. Okay?

2 All right. Commissioners, questions of the
3 applicant or questions of the staff on this one?

4 MR. HEWES: Cory, it looks like the majority
5 of the buildings around there are going to be residential,
6 is that correct?

7 MR. LONG: Yes.

8 MR. HEWES: So even though this looks like it
9 would be spot zoning, it's really in harmony with the
10 community.

11 MR. LONG: Well, also, too, what we don't see
12 is that Mr. Simmons is out in the audience, but he actually
13 rezoned most all of his property immediately to the east, I
14 say, there's three southern properties to the east and then
15 a couple of other properties, so he actually created one of
16 the original networks in the neighborhood for this to be
17 downzoned to the R-B.

18 So he had a very similar situation going on
19 there. He just had some nonconforming uses happen to his
20 house. And then this family is having the same thing happen
21 to their house. Same as just was last time.

22 I couldn't tell you a hundred percent why
23 this is zoned B-2. It sounds like it's a bit of little
24 aggressive zoning. And we're actually just going to let
25 them have permission to continue a house out there.

1 MR. HEWES: Okay. Thank you.

2 MR. WILLIAMS: Thank you, Cory. It's good.

3 And, Charlie, that's a great question because we want to
4 make sure that we don't get into spot zoning obviously but
5 with the -- not the changes in the characteristics of the
6 neighborhood, it already is residential. And others have
7 gotten the downzoning, as well.

8 Other questions?

9 All right. Thank you. Appreciate it. We'll
10 bring you back up if we have any questions.

11 Anyone else here to speak for this request?

12 You're just going to come every month, aren't
13 you?

14 MR. SIMMONS: I've never been to one of these
15 meetings till August, and I've been to about five of them
16 since then.

17 MR. WILLIAMS: Welcome.

18 MR. SIMMONS: My name is Kenneth Simmons, 249
19 -- I have a tendency to want to give my parents' address. I
20 ought to get over that by now, but 2492 Tandy Drive,
21 Gulfport, Mississippi 39503.

22 I'm here to support them rezoning. And I
23 know one of the things that I ran through when I had to take
24 and rezone mine to fix my grandma's house -- which I haven't
25 done yet, the contractor said it will be another two weeks.

1 But at any rate, they're right across the street from my
2 grandma's house that I had to get rezoned to fix the roof.
3 And I whole totally support the idea that these single
4 family homes on F Avenue are R-B.

5 To be honest with you, I had done a lot of
6 research on the online stuff, and seems like I seen
7 somewhere, I ain't been able to find it again, where that
8 property was all converted in '79.

9 If that is correct, that means in -- that
10 means back then there was like two businesses on F Avenue
11 which is only three blocks long on F Avenue, from Pass Road
12 to 31st Street is commercial. And there was two properties
13 that was commercial back then. Now, 43 years later, there's
14 five properties that's commercial on that three block area.
15 There was like 16 houses back in '79. There was 11 single
16 family homes in that three block area.

17 And the error which the application told me I
18 had to give, I'm assuming, in my opinion, the error of the
19 city was when they took and made that B-2 commercial when
20 you had 16 single family homes on it. I think it should
21 have been R-B way back then.

22 I'm just thankful that the graveyard across
23 the street is R-B because that's how I was able to change
24 mine to R-B.

25 MR. WILLIAMS: Okay.

1 MR. SIMMONS: And something else I noticed
2 when I was looking at the zoning map just when you look at
3 Pass Road Elementary School, it's R-B. You look across Pass
4 Road -- my property is half a block from Pass Road. You
5 look across Pass Road on the north side on Washington and
6 Pass Road, they got businesses. Then they got four or five
7 single homes. Then on the east side of the single homes,
8 those got businesses, and all that's R-B.

9 I think that F Avenue, in my opinion, should
10 have been R-B rather than B-2 way back when because the
11 businesses, a couple of businesses on that street, I think
12 could have been handled by R-B.

13 But I'm supporting them changing it to R-B.

14 MR. WILLIAMS: Good deal.

15 MR. SIMMONS: Personally, I'm supporting
16 anybody on that street if they go R-B.

17 MR. WILLIAMS: All right. Thank you, sir.
18 Appreciate it.

19 MR. SIMMONS: Thank you.

20 MR. WILLIAMS: And don't come back to this
21 meeting until you get those repairs done.

22 (Laughter.)

23 MR. SIMMONS: They told me by the next week
24 or two they're going to get to me.

25 MR. WILLIAMS: Okay. Good luck.

1 Anyone else here to speak for the request?

2 Anyone here to speak against the request or
3 comments?

4 All right. Commissioners, we've heard the
5 applicant. Can I get a motion, please?

6 MR. SELLERS: Really quick question. It says
7 the property Mr. Simmons is talking about has been rezoned.
8 Is it on F Avenue? Because it's not showing up on my map if
9 it is.

10 MR. LONG: Yes. So the City Council just
11 recently approved it, and unless there's a finding for an
12 immediate health and safety need, it takes 30 days to go
13 into effect.

14 So what you're catching is the City Council
15 approved it, there's a lull so the maps aren't going to
16 reflect it yet.

17 MR. SELLERS: All right. But it is on F
18 Avenue?

19 MR. LONG: It is. It is immediately across
20 the street on F Avenue to the east.

21 MR. SELLERS: Can I make a motion?

22 MR. WILLIAMS: Yes.

23 MR. SELLERS: Mr. Chairman, I move we approve
24 Case File 2211PC206 with any conditions.

25 MR. WILLIAMS: Got a motion to approve. Do I

1 have a second?

2 MR. JONES: 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?

6 All right. It's been approved. Thank you
7 all. Good luck.

8 (Unanimous vote.)

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BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2211PC206

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 8 pages constitute a true and correct transcription of said hearing held on the 17th day of November 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 25th 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 20, 2022

Re: Ordinance - rezoning a tax parcel from R-1-15 (Single-family) to B-2 (General business) - located at 11261 Old Highway 49 - Case # 2211PC207 - Ward 7.

Zoning Map Amendment 2211PC207, by agent J. William Williams, tax parcels 0708P-01-004.007 & 0708P-01-006.000, Requests to rezone from R-1-15 (Single-family) to B-2 (General business), 11261 Old Highway 49, Zoned R-1-15 (Single-family), Ward 7

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Cory Long, Planning Administrator
Urban Development Department

Date: December 9, 2022

Re: Zoning Map Amendment 2211PC207, by agent J. William Williams, tax parcels 0708P-01-004.007 & 0708P-01-006.000, Requests to rezone from R-1-15 (Single-family) to B-2 (General business), 11261 Old Highway 49, Zoned R-1-15 (Single-family), Ward 7

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Spann

Second: Mr. Sellers

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

Action: Motion was carried unanimously.

Speaking for the Petition:

1. Bill Williams
2. Barbara Ward

Speaking against the Petition: None

On November 17, 2022, the Planning Commission recommended approval of the above referenced case.

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

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2211PC207

Hearing Date: November 17, 2022

Current Zoning/Use: R-1.15 / Vacant

Legal: Zoning Map Amendment 2211PC207, by agent J. William Williams, tax parcels 0708P-01-004.007 & 0708P-01-006.000, Requests to rezone from R-1-15 (Single-family) to B-2 (General business), 11261 Old Highway 49, Zoned R-1-15 (Single-family), Ward 7

TECHNICAL DETAILS

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

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

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

The applicant requests to rezone approximately 11.73 acres of property from R-1-15 (Single-family) to B-2 (General business) zone. Currently, the property is vacant land. The applicant would like to rezone property to commercial use for the purpose of operating a retail quilting and sewing business and a sewing school. The current zoning does not allow for this use as is mentioned in the application. Further, a site visit was conducted on November 3, 2022 by staff. Staff found that the surrounding area consist of mixed uses such as; Internal Revenue Office, Gulf Coast Baptist Association, Hotsy Pressure Washing, and residential uses.

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

1. Mistake or error is not addressed by the applicant.
2. Need is addressed by the applicant as the applicant states that “ Gulfport has experience a significant amount of growth in the past several years, and the area surrounding the property has experienced growth that has outpaced the general growth of commercial businesses in Gulfport.” The proprietors of the quilting and sewing business have

Technical Report

Zoning Map Amendment

conducted an extensive search throughout Gulfport and the Mississippi Gulf Coast to locate their business, and have found no other suitable sites that meet their needs. As such, there is a public need to have sites that are more commercial in the city in Gulfport; especially in the area, the property is located.

In addition, the applicant cites that there has been a massive amount of development directly to the east of the property on Highway 49. Dedeaux Road, which is approximately 175 feet north of the property, has experienced tremendous commercial growth as well. The applicant further states that they will seek permits for a new facility promptly after closing of the property.

EXECUTIVE SUMMARY

A site visit was conducted on November 3, 2022 by staff. Staff found that the surrounding area consist of mixed uses such as, Internal Revenue Office, Gulf Coast Baptist Association, Hotsy Pressure Washing, and multiple Single-family Residential uses. The proposed use would be in harmony with the existing neighborhood.

Any approval should consider these conditions:

1. Approval would allow property to be rezoned from R-1-15 (Single-family) district to B-2 (General Business) district.

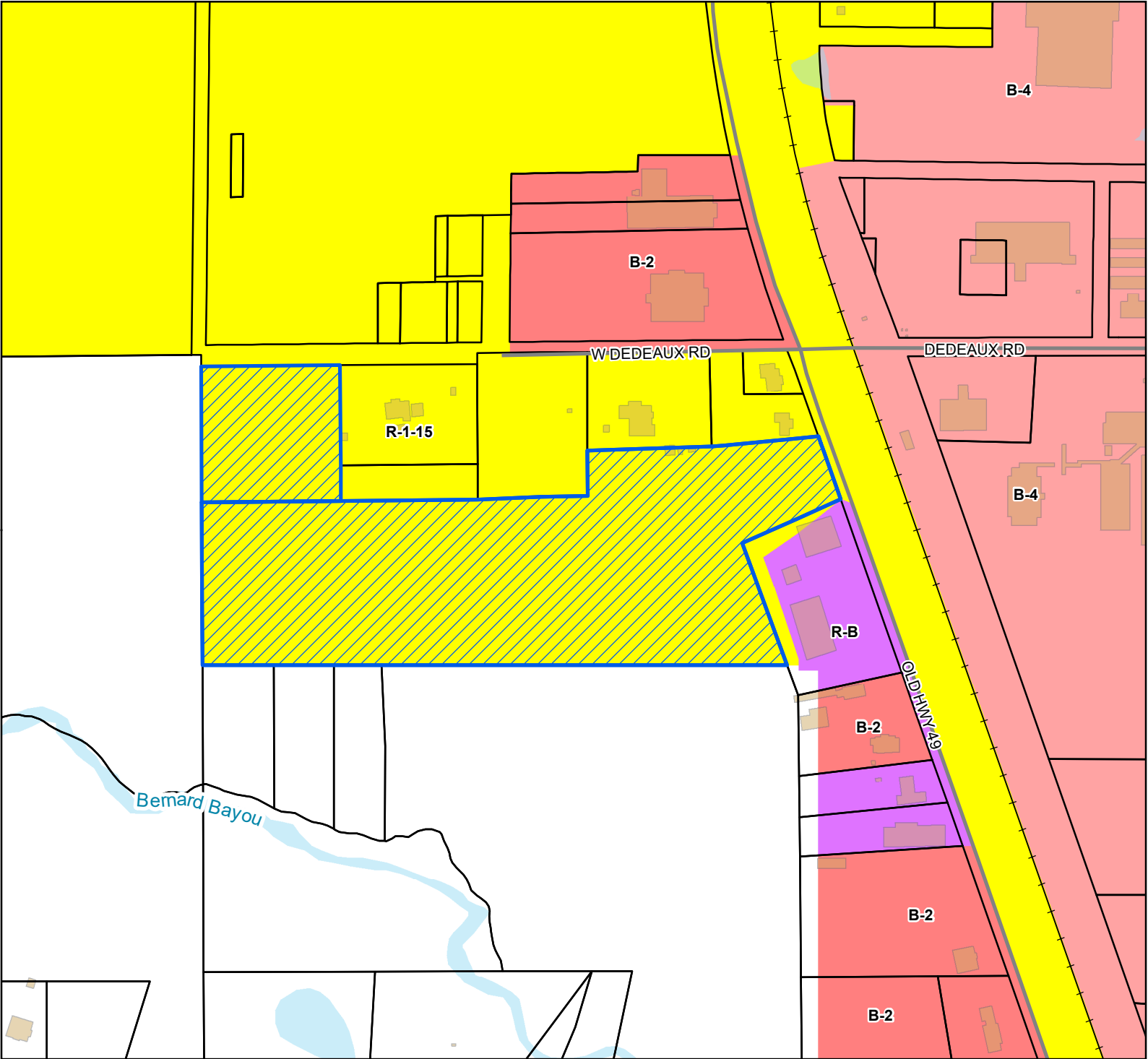
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Ryan Merrill

Director of Urban Development Department



Legend

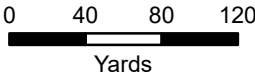
- Site
- Street
- Railroad
- Parcels
- Buildings
- Water Features

Zoning

- B-2 - General Business District
- B-4 - Highway Business District
- R-1-15 - Single Family Residence District (Low Density)
- R-B - Residence-Business District

Site Information

0708P-01-004.007
 0708P-01-006.000
 Zoning: R-1-15 (Single-family)
 Size: 13.79 acres
 Flood: X
 Flood: X, AE



1 inch = 303 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 #: 2211PC207Date Received: 10/4

Receipt #: _____

Received By: SAZoning: R-1-15Ward: 7 Flood: XSIZE: 11.73 ACRE

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

Property Information

TAX PARCEL #	0	7	0	8	P	-	0	1	-	0	0	4	●	0	0	7
	0	7	0	8	P	-	0	1	-	0	0	6	●	0	0	0
						-			-				●			

(If necessary, use separate sheet of paper)

Address of Property Involved: 11261 Old Highway 49, Gulfport, Mississippi 39503

Lot(s) _____, Block(s) _____, Subdivision _____

General Location: Old Highway 49 and Dedeaux Road**GENERAL DESCRIPTION OF REQUEST:**

Reclassify zoning to commercial use for the purpose of operating a retail quilting and sewing business and a sewing school

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

Michelle Elizabeth Gilmore Enroth, Trustee

Printed Name Of Owner

18408 Deer Drive

Mailing Address

Saucier MS 39574

City State Zip code

(228) 323-0034

Home Phone Work/Cell Phone

dmenroth5@gmail.com

Email

Michelle E. Gilmore Enroth Trustee

Signature Of Owner

AGENT

J. William Williams

Printed Name Of Agent

2409 14th Street

Mailing Address

Gulfport MS 39501

City State Zip code

(228) 206-7900

Home Phone Work/Cell Phone

bwilliams@wms-law.com

Email

J. William Williams

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.

SUPPLEMENTAL APPLICATION FOR ZONING MAP AMENDMENT

1. Introduction.

The William Edgar Gilmore Revocable Trust (the “**Owner**”) owns approximately 13.4 acres of unimproved property on Old Highway 49, Gulfport, Mississippi, which is approximately 175 feet south of Dedeaux Road (the “**Property**”). The Property currently is zoned as R-1-15 (Single Family Residence District – Low Density). The Owner would like to amend the zoning map to classify the Property as B-2 (General Business District) to build a retail quilting and sewing supply business. In addition to the retail quilting and sewing supply business, a sewing and quilting school will also be conducted on the Property.

2. Public Need.

Gulfport, Mississippi has experience a significant amount of growth in the past several years, and the area surrounding the Property has experienced growth that has outpaced the general growth of commercial businesses in Gulfport. The proprietors of the quilting and sewing business have conducted an extensive search throughout Gulfport and the Mississippi Gulf Coast to locate their business and have determined that there are not any other suitable sites that meet their needs. As such, there is a public need to have more commercial sites in the city of Gulfport, especially in the area the Property is located.

3. Reason for Amendment.

The change is consistent with the City of Gulfport’s Comprehensive Zoning and SmartCode Ordinances. The reason for the amendment to the zoning map is because the character of the neighborhood has changed. Included with this application are satellite photographs showing the general area surrounding the Property from 1992 to 2022, which clearly exhibits the change in the character of the neighborhood. The Property is located approximately one-half of a mile from the Sam’s Wholesale Club that is also located on Old Highway 49. Since the Sam’s Wholesale Club was constructed approximately fifteen years ago, the area surround the Property has become more and more commercial. If fact, the commercial development in the area has necessitated that Landon Road, which runs in front of the Sam’s Wholesale Club and intersects with Old Highway 49 to the south of the Property, be expanded significantly by the City of Gulfport. Also, there has been a massive amount of development directly to the east of the Property on Highway 49. Dedeaux Road, which is approximately 175 feet north of the Property, has experienced tremendous commercial growth as well. The vast majority of the parcels contiguous to the Property and in the general area have a commercial zoning.

4. Interests and Development Schedule.

The applicant is Michelle Elizabeth Gilmore Enroth, as Trustee of the William Edgar Gilmore Revocable Trust. The address of the applicant is 18408 Deer Drive, Saucier, Mississippi 39574. The Owner anticipates selling the property to Barbara Ward, which will operate the quilting and sewing business on the Property. It is anticipated that Ms. Ward will seek building permits from the City of Gulfport for the new facility promptly after the closing of the Property.

5. Effect of the Amendment.

The amendment to the zoning map will have little to no effect on the properties surrounding the Property. As stated above, the vast majority of the properties contiguous to and in the general area have existing commercial designations on the zoning map, and this amendment will just cause the Property to be zoned in a manner consistent with such other properties.

6. Error. The purpose of the amendment is not to correct an error.



Designation of Agent

Michele Elizabeth Gilmore Enroth
William Edgar Gilmore Revocable Trust, being owner of the property Old Highway 49 near Dedeaux Road
PRINT NAME PRIMARY ADDRESS OR PARCEL
which is the subject of this application hereby authorize J. William Williams to act as my
PRINT NAME
representative with the City of Gulfport's Zoning Board of Adjustment and Appeals, and/or Planning
Commission, and/or City Council, and/or permitting and licensing, as required by the City.

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

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

Michele Elizabeth Gilmore Enroth

10/04/2022

Signature

Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 4th day of October, 2022

Staci E. NeCAise

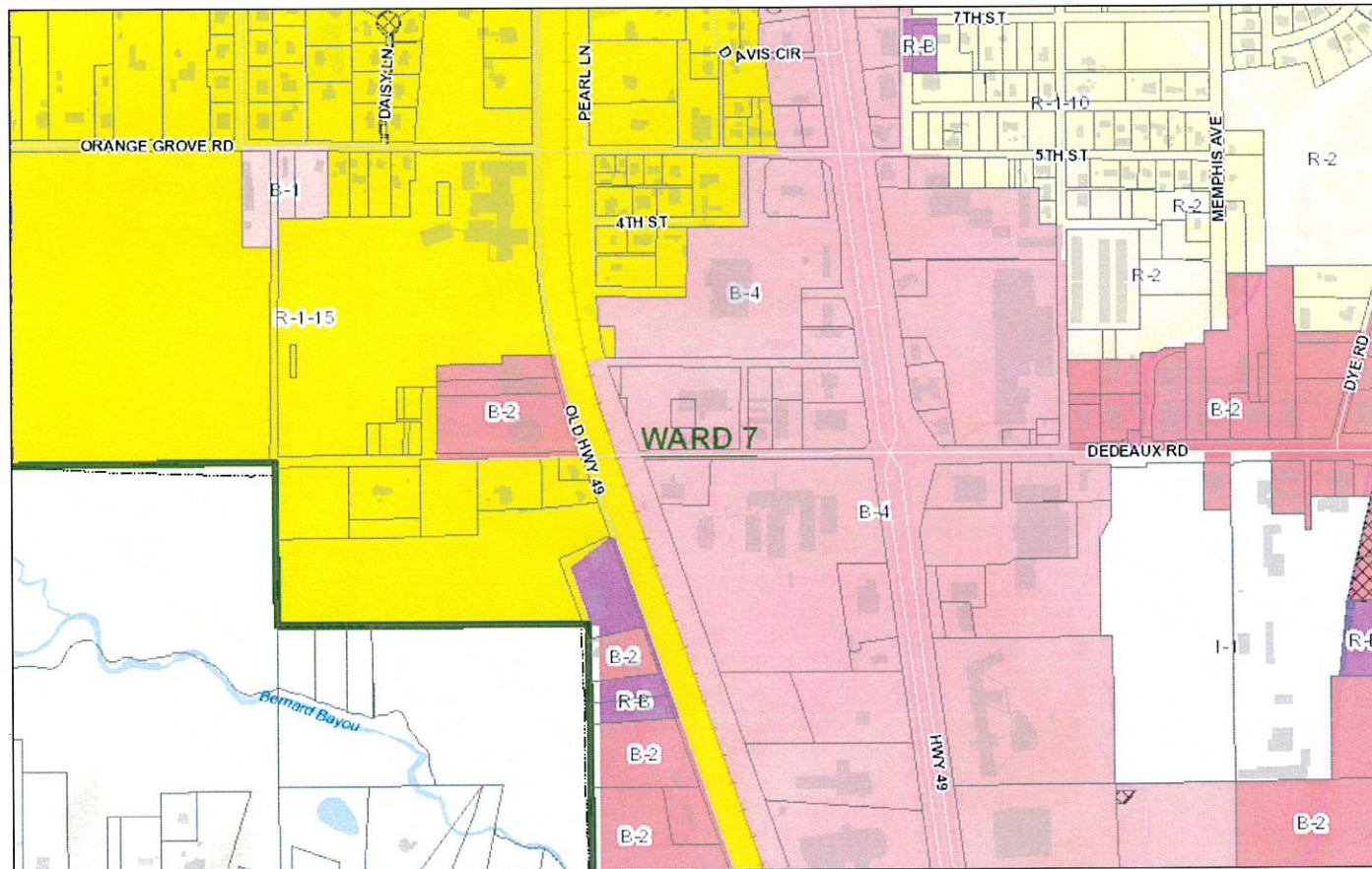
Notary Public

March 14, 2026

Commission Expiration

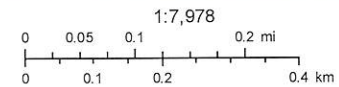


Gulfport Zoning Map



September 29, 2022

Streets	Interstate Highway	Minor Arterial	Parcels	Hybrid
County Streets	Principal Arterial	Military	Buildings	Wards
<all other values>	Collector	Address Points	Hybrid Zones	



Gulfport GIS

1992

Legend

- Cinemark 16
- Feature 1
- Feature 2
- Gulf Islands Waterpark
- Gulfport Sportsplex
- Singing River Golfport
- SpringHill Suites by Marriott Gulfport I-10
- Walmart Neighborhood Market



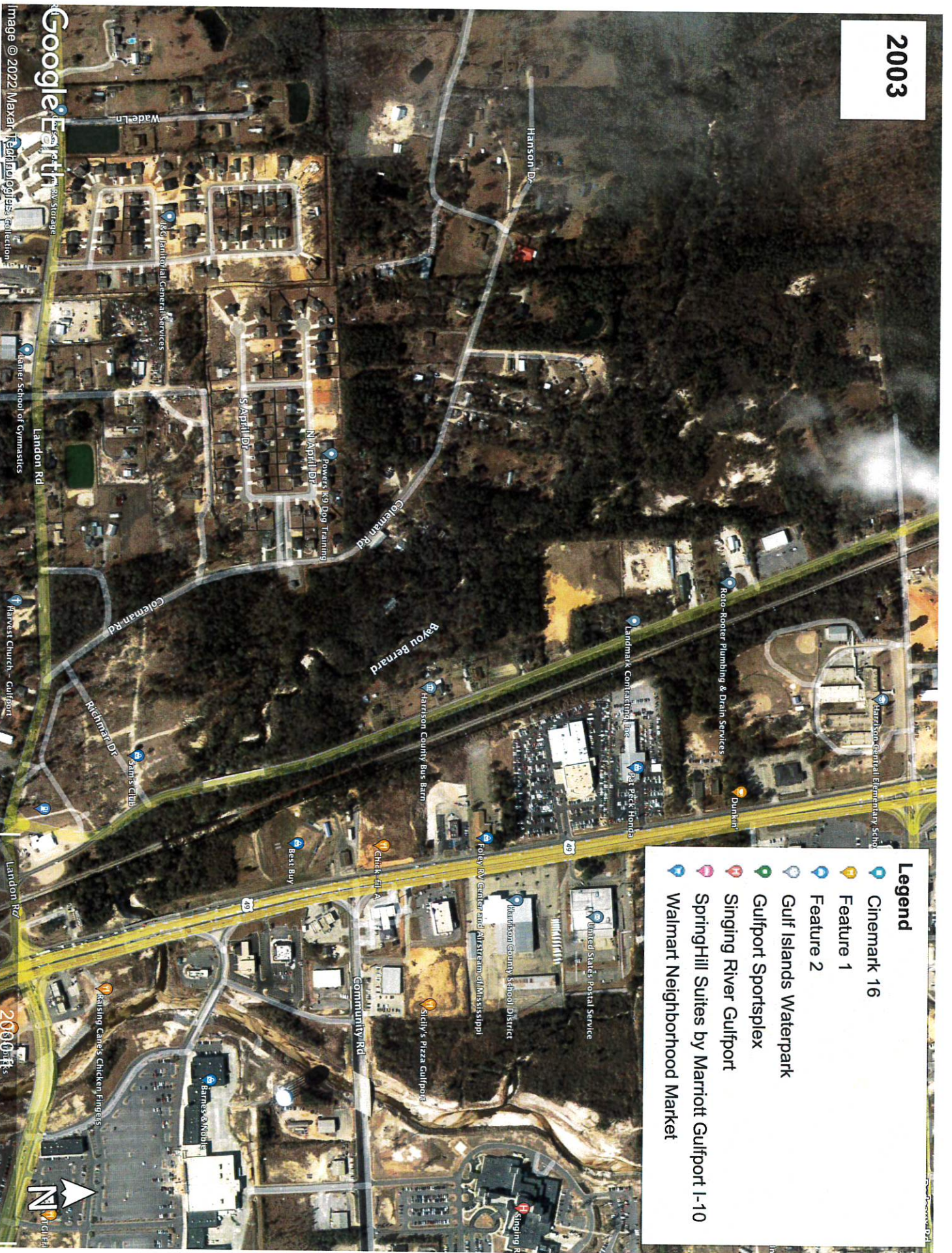
Google Earth

Image: U.S. Geological Survey on-site collection

2000 ft

2003

- Legend**
- Cinemark 16
 - Feature 1
 - Feature 2
 - Gulf Islands Waterpark
 - Gulfport Sportsplex
 - Singing River Golfport
 - SpringHill Suites by Marriott Gulfport I-10
 - Walmart Neighborhood Market



2006

- Legend**
- Cinemark 16
 - Feature 1
 - Feature 2
 - Gulf Islands Waterpark
 - Gulfport Sportsplex
 - Singing River Gulfport
 - SpringHill Suites by Marriott Gulfport I-10
 - Walmart Neighborhood Market



2010

- Legend**
- Cinemark 16
 - Feature 1
 - Feature 2
 - Gulf Islands Waterpark
 - Gulfport Sportsplex
 - Singing River Gulfport
 - SpringHill Suites by Marriott Gulfport I-10
 - Walmart Neighborhood Market

Google Earth

Copyright © 2010 Google

Imagery © 2010 Google

Map data © 2010 Google

Labels © 2010 Google

Street View © 2010 Google

3D Buildings © 2010 Google

3D Terrain © 2010 Google

3D Roads © 2010 Google

3D Landmarks © 2010 Google

3D Parks © 2010 Google

3D Water © 2010 Google

3D Forest © 2010 Google

3D Mountains © 2010 Google

3D Hills © 2010 Google

3D Plains © 2010 Google

3D Desert © 2010 Google

2013

- Legend**
- Cinemark 16
 - Feature 1
 - Feature 2
 - Gulf Islands Waterpark
 - Gulfport Sportsplex
 - Singing River Gulfport
 - SpringHill Suites by Marriott Gulfport I-10
 - Walmart Neighborhood Market



Google Earth

Coastal Boat and RV Storage
Waystar On-Site Collection
Lander School of Gymnastics
Harvest Church - Gulfport

Landon Rd

Harvest Church - Gulfport

Landon Rd

2000 ft



2016



Legend

- Cinemark 16
- Feature 1
- Feature 2
- Gulf Islands Waterpark
- Gulfport Sportsplex
- Singing River Gulfport
- SpringHill Suites by Marriott Gulfport I-10
- Walmart Neighborhood Market

2019

- Legend**
- Cinemark 16
 - Feature 1
 - Feature 2
 - Gulf Islands Waterpark
 - Gulfport Sportsplex
 - Singing River Gulfport
 - SpringHill Suites by Marriott Gulfport I-10
 - Walmart Neighborhood Market



Google Earth

2022

Write a description for your map.



Legend

- Dunkin'
- Feature 1
- Feature 2
- Feature 3
- Harrison County Bus Barn
- Singing River Gulfport
- United States Postal Service

PICTURE OF SUBJECT PROPERTY



Image capture: May 2022 © 2022 Google

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

INDEXING INSTRUCTIONS:
Exempt

TITLE NOT EXAMINED

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of ten dollars, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned,

W. E. GILMORE

does hereby sell, convey and warrant unto

WILLIAM EDGAR GILMORE, TRUSTEE UNDER THE
WILLIAM EDGAR GILMORE REVOCABLE TRUST

the following described real property, together with all improvements thereon, located in the First Judicial District of Harrison County, State of Mississippi, to-wit:

That certain parcel of land situated in the NW1/4 of the SE1/4, Section 8, Township 7 South, Range 11 West, and describe as:

Beginning at a point which is 25 feet South 0°47' East from the NW corner of the said NE1/4 of the SE1/4 in said Section and running thence South 0°47' East a distance of 290.0 feet to a point; running thence North 88°53' East a distance of 300.5 feet to a point; running thence North 0°40' East a distance of 290 feet to the South margin of a public dedicated right-of-way; running thence South 88°53' West along the South margin of said right-of-way a distance of 301.1 feet to the Point of Beginning.

The Grantor hereby certifies that he is the surviving owner and that Joyce Gilmore, his joint tenant, died in the State of Mississippi on January 12, 1998.

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 2005 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.



[Signature] 1st Judicial District
Instrument 2006 1868 D -J1
Filed/Recorded 3 6 2006 8 8 A
Total Fees 12.00

3 Pages Recorded

2

WITNESS my signature on this the 12th day of December, 2005.

W. E. Gilmore
W. E. Gilmore

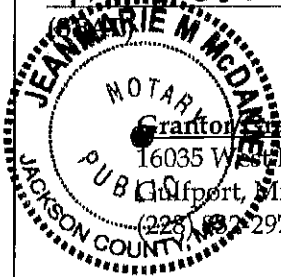
STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction, the within named **William Edgar Gilmore**, who acknowledged that he 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 12th day of December, 2005.

My Commission Expires:

11-17-2007



Jeanne M. McDermott
NOTARY PUBLIC

Grantor/Grantor's Address:
16035 West Dedeaux Road
Gulfport, Mississippi 39503
(228) 832-2973

Grantee/Grantee's Address:
16035 West Dedeaux Road
Gulfport, Mississippi 39503
(228) 832-2973

PREPARED BY & RETURN TO:

HENRY N. DICK, III
PAGE, MANNINO, PERESICH
& McDERMOTT, PLLC
759 VIEUX MARCHE MALL
BILOXI, MS 39533
(228) 374-2100



J. Johnson 1st Judicial District
Instrument 2019 10057 D - J1
Filed/Recorded 11/27/2019 01:11 P
Total Fees \$ 12.00
3 Pages Recorded

PREPARED BY AND RETURN TO:

Don E. Enroth, Jr
18408 Deer Drive
Saucier, MS 39574
228-323-0034

TITLE NOT EXAMINED

INDEXING INSTRUCTIONS:

NE ¼ of SE ¼, S8, T7S, R11W,
Harrison County, Mississippi

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,

WILLIAM EDGAR GILMORE REVOCABLE TRUST
18408 Deer Dr., Saucier, MS 39574, (228) 323-1376

does hereby sell, convey and warrant unto

WILLIAM EDGAR GILMORE REVOCABLE TRUST
18408 Deer Dr., Saucier, MS 39574, (228) 323-1376,

the following described real property, together with all improvements thereon, located in the First
Judicial District of Harrison County, State of Mississippi, to-wit:

See Exhibit A attached hereto

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

Ad valorem taxes for the year are hereby assumed by the Grantee herein, who will pay same when due.

WITNESS THE SIGNATURES of the Grantor on this the 27th day of NOVEMBER 2019.

Michelle Elizabeth Gilmore Enroth, Trustee under the WILLIAM EDGAR GILMORE REVOACBLE TRUST

By: Michelle Elizabeth Gilmore Enroth, Trustee
Michelle Elizabeth Gilmore Enroth, Trustee

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, on this 27th day of NOVEMBER, 2019, the within named, Michelle Elizabeth Gilmore Enroth, Trustee, who acknowledge that in said representative capacity they executed the above and foregoing instrument, after first having been duly authorized so to do.



Ashley R. Coleman
NOTARY PUBLIC

EXHIBIT "A"

11.36 acres located on Old Hwy 49, Gulfport, Mississippi

A parcel of land situated and being located in the NE ¼ of the SE ¼ of Section 8, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at a 4" concrete monument found at the northwest corner of said NE ¼ of the SE ¼ of Section 8; thence N 89°36'58" E 740.99 feet to a 1/2" rebar set; thence N 89°09'29" E 100.48 feet along the south right-of-way of West Dedeaux Road to a 1/2" rebar set; thence continue N 89°09'28" E 272.28 feet along said south right-of-way of West Dedeaux Road to a 1/2" rebar set; thence S 00°25'24" W 211.25 feet to a 4" concrete monument found and being the Point of Beginning; thence N 83°17'02" E 253.14 feet to a 1" pipe found on the west right-of-way of Old Highway 49; thence S 18°51'09" E 143.24 feet along said west right-of-way to a 1" pipe found; thence S 70°15'29" W 239.91 feet to a 1" pipe found; thence S 18°18'26" E 266.71 feet to a 1/2" rebar set; thence S 88°02'01" W 1254.22 feet to a 1/2" rebar set; thence N 02°02'09" W 108.80 feet to a 4" concrete monument found; thence continue N 02°02'09" W 253.72 feet to a 4" concrete monument found; thence N 89°05'20" E 839.38 feet to a 1/2" rebar set; thence N 00°08'11" E 101.29 feet to a 1/2" rebar set; thence N 88°40'02" E 271.27 feet to the Point of Beginning. Said parcel of land contains 11.36 acres, more or less.

MISCELLANEOUS PAYMENT RECPT#: 11842955
CITY OF GULFPORT

GULFPORT, MS 39501

DATE: 10/04/22 TIME: 14:03:23
CLERK: cbrown DEPT:
CUSTOMER#:

COMMENT:

CHG: PZD PLANNING AND ZO 175.00

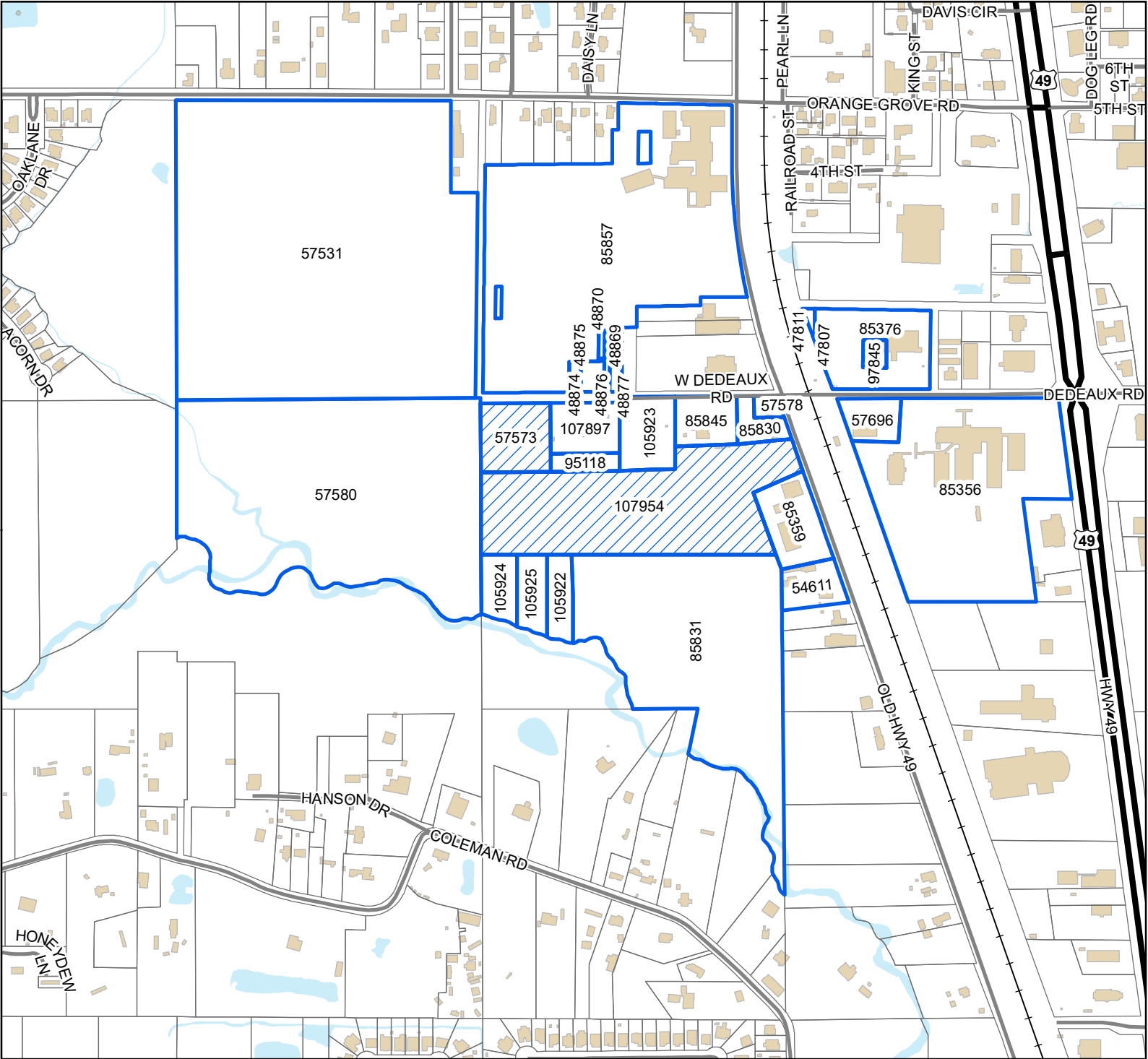
AMOUNT PAID: 175.00

PAID BY: WILLIAMS LAW FIRM
PAYMENT METH: CHECK
1374

REFERENCE:

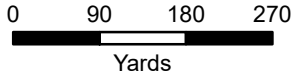
AMT TENDERED: 175.00
AMT APPLIED: 175.00
CHANGE: .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	107954	0708P-01-004.007	MICHELLE ELIZABETH GILMORE ENROTH	18408 DEER DR	SAUCIER	MS	39574
			J. WILLIAM WILLIAMS	2409 14TH STREET	GULFPORT	MS	39501
N			Adjacent Property Owners (2211PC207)				
N	48874	0708I-02-007.000	BABIN TODD J	617 CARMADELLE ST	MARRERO	LA	70072
	48870	0708I-02-009.000	BABIN TODD J	617 CARMADELLE ST	MARRERO	LA	70072
N	57578	0708P-01-001.000	BRENNAN CRAIG T	13841 SW 36TH COURT	DAVIE	FL	33330
	85830	0708P-01-002.000	BRENNAN CRAIG T	13841 SW 36TH COURT	DAVIE	FL	33330
	95118	0708P-01-004.001	DAVIS ALAN D & LILLIAN A	16049 W DEDEAUX RD	GULFPORT	MS	39503
	57580	0708P-01-007.000	FORD FAMILY LTD PARTNERSHIP	16352 ORANGE GROVE RD	GULFPORT	MS	39503
N	105924	0708P-01-004.004	GILMORE WILLIAM EDGAR -TRUSTEE-	18408 DEER DR	SAUCIER	MS	39574
	105925	0708P-01-004.005	GILMORE WILLIAM EDGAR -TRUSTEE-	18408 DEER DR 2600	SAUCIER	MS	39574
N	105922	0708P-01-004.006	GILMORE WILLIAM EDGAR -TRUSTEE-	18408 DEER DR 2600	SAUCIER	MS	39574
N	85831	0708P-01-004.000	GILMORE WILLIAM EDGAR -TRUSTEE-	18408 DEER DR	SAUCIER	MS	39574
N	57573	0708P-01-006.000	GILMORE WILLIAM EDGAR -TRUSTEE-	18408 DEER DR	SAUCIER	MS	39574
	57531	0708I-02-015.000	GRADY FAMILY LTD PARTNERSHIP	16352 ORANGE GROVE RD	GULFPORT	MS	39503
	85359	0808M-03-003.000	GULF COAST BAPTIST ASSOC	P O BOX 2369	GULFPORT	MS	39505
	85356	0808M-02-003.000	HARRISON CO CENTRAL ELEMENTARY	HARRISON COUNTY SCHOOLS	GULFPORT	MS	39503
	85845	0708P-01-003.000	INSALACO JEFFREY A & KIMBERLY	16035 W DEDEAUX RD	GULFPORT	MS	39503
	105923	0708P-01-004.003	JLAA PROPERTIES LLC	42662 JEFFERSON DR	HAMMOND	LA	70403
N	47811	0808L-03-034.000	KANSAS CITY SOUTHERN RAILWAY CO PROP	P O BOX 219335	KANSAS CITY	MO	64121
	47807	0808L-03-035.000	KANSAS CITY SOUTHERN RAILWAY CO PROP	P O BOX 219335	KANSAS CITY	MO	64121
	107897	0708P-01-004.011	LEE LILIAN C/O PHH MORTGAGE CORPORAT	P O BOX 5455	MT LAUREL	NJ	8054
	48869	0708I-02-008.000	MITCHELL JEFFERY LAIRD	18277 28TH STREET	LONG BEACH	MS	39560
	85857	0708I-02-001.000	ORANGE GROVE CONSOLIDATED SCHOOL	11072 HWY 49	GULFPORT	MS	39503
N	85376	0808L-03-032.000	ORANGE GROVE MEDICAL PLAZA LLC	6300 EAST LAKE BLVD SUITE 301	VANCLEAVE	MS	39565
	97845	0808L-03-032.001	ORANGE GROVE MEDICAL PLAZA LLC	6300 EAST LAKE BLVD SUITE 301	VANCLEAVE	MS	39565
N	48877	0708I-02-004.000	ORANGE GROVE SCHOOL				0
N	48875	0708I-02-006.000	ORANGE GROVE SCHOOL				0
	54611	0808M-03-004.000	R & A INVESTMENTS LLC	P O BOX 3498	GULFPORT	MS	39505
	57696	0808M-02-001.000	TAJONES HOLDING INC	23182 SAUCIER FAIRLEY RD	SAUCIER	MS	39502
	48876	0708I-02-005.000	WARNSLEY KATHY REED	3512 38TH AVE	GULFPORT	MS	39501



Legend

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



1 inch = 600 feet



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

RE: Zoning Map Amendment 2211PC207, by agent J. William Williams, tax parcels 0708P-01-004.007 & 0708P-01-006.000, Requests to rezone from R-1-15 (Single-family) to B-2 (General business), 11261 Old Highway 49, Zoned R-1-15 (Single-family), Ward 7

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, November 17, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Planning Commission for **Thursday, November 17, 2022**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

THANK YOU for your legal submission!

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

ORDER DETAILS

Order Number:
IPL0096113

Order Status:
Submitted

Classification:
Legals & Public Notices

Package:
BLX - Legal Ads

Final Cost:
81.72

Payment Type:
Account Billed

User ID:
IPL0024925

ACCOUNT INFORMATION

GULFPORT URBAN DEVELOPMENT IP
PO BOX 1780
GULFPORT, MS 39502
228-868-5705
AccountsPayable@gulfport-ms.gov
GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT

Date
October 27, 2022 11:41:15 AM EDT

Amount:
81.72

SCHEDULE FOR AD NUMBER IPL00961130

November 2, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00961130**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, November 17, 2022 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2211PC194, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests for outdoor entertainment venue, 942 1/2 Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

Zoning Map Amendment 2211PC195, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 942 1/2 Beach Blvd, Ward 2

Planning Commission Approval 2211PC196, by owner Jermille Johnson, tax parcel 0810B-03-099.000, Requests mobile home use, W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

Zoning Map Amendment 2211PC198, by agent Jorge Vargas, tax parcel 1007M-01-038.000, Requests to rezone from R-B (Residence-business) to R-E (Residence estate), 13062 Sheldon St, Zoned R-B (Residence-business), Ward 6

Planning Commission Approval 2211PC199, by agent Terrell Roddy, tax parcel 0808D-04-004.000, Requests to allow a medical dispensary use, 12407 HWY 49 N, Zoned B-4 (Highway business), Ward 7

Special Exception 2211SE200, by agent Adeeb Botros, tax parcel 0810C-03-059.000, Requests liquor store use, 8304 HWY 49 B, Zoned B-4 (Highway business), Ward 3

Planning Commission Approval 2211PC201, by owners Barry & Theresa Weyland, tax parcel 1010E-03-007.015, Request home occupation for real estate office, 927 Old Towne St, Zoned T3 (Sub-Urban Zone), Ward 4

Zoning Map Amendment 2211PC202, by agent Joyce Unsworth, tax parcel 0710O-02-102.002, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4809 29th St, Zoned B-1 (Neighborhood business), Ward 1

Planning Commission Approval 2211PC203, by agent Doug Hanson, tax parcel 0811G-03-033.000, Request home occupation for mobile windshield repair business, 1632 2nd St, Zoned T4L (General Urban Zone "Limited"), Ward 2

Appeals 2211PC204, by owners 3112 Pass Rd LLC & Ronald Fremin II, tax parcel 0811D-04-009.000, Requests metal exterior on facility, 3112 Pass Road, Zoned I-1 (Light Industry), Ward 1

Planning Commission Approval 2211PC205, by owners Yolanda & Marcus Stubbs, tax parcel 0908J-01-036.000, Requests home occupation for mobile notary use, 20 Joanna Lane, R-1-10 (Single-family) Ward 6

Zoning Map Amendment 2211PC206, by owners Incia Hernandez & Wilson Martinez, tax parcel 0910N-01-018.001, Request to rezone from B-2 (General Business) to R-B (Residence Business), 3205 F Ave, Zoned B-2 (General Business), Ward 4

Zoning Map Amendment 2211PC207, by agent J. William Williams, tax parcels 0708P-01-004.007 & 0708P-01-006.000, Requests to rezone from R-1-15 (Single-family) to B-2 (General business), 11261 Old Highway 49, Zoned R-1-15 (Single-family), Ward 7

Resubdivision 2211PC208, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2211PC209, by agent Robert Reimann, tax parcel 0809B-03-017.000, Requests to rezone from I-2 (Heavy Industry) to R-3 (General residence), River Ten Rd & Klein Rd, Zoned I-2 (Heavy Industry), Ward 7

Planning Commission Approval 2211PC210, by agent Addison Bell,

Planning Commission Approval 2210PC190, by agent Addison Reimann, tax parcel 0809K-02-002.001, Request approval to allow a medical dispensary use, Creosote Rd, B-4 (Highway business), Ward 3

Final Plat 2211PC211, by agent Robert Reimann, tax parcels 0808O-02-016.000, 0808O-02-019.000, 0808O-02-015.000, Approval of Final Plat for 63-lot subdivision (Southern Breeze Subdivision) with 3 outparcels, Dedeaux Rd & Tanner Rd, Zoned R-1-5 (Single-family) & B-2 (General business), Ward 5

Planning Commission Approval 2210PC190, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive sales of less than 50 vehicles & automotive laundry use, 2601 15th Ave, Zoned B-2 (General business), Ward 3

This the 26th 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-1-15 (SINGLE-FAMILY) DISTRICT TO B-2 (GENERAL 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 0708P-01-004.007 and 0708P-01-006.000, which is generally described as being located North of Coleman Road, South of Orange Grove Road, East of Acorn Drive, and West of and adjacent to Old Highway 49, should be rezoned from its present classification of R-1-15 (Single-Family) District to B-2 (General Business) District. The Case File Number is 2211PC207; and

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

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

SECTION 1: That the Official Zoning Map of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, as amended, be and the same is hereby amended to provide that the following legally described property **be rezoned from its present classification of R-1-15 (Single-Family) District to B-2 (General Business) District.**

Ad valorem tax parcel number 0708P-01-004.007 is legally described as:

Commencing at a 4" concrete monument found at the northwest corner of said NE ¼ of the SE ¼ of Section 8; thence N 89°36'58" E 740.99 feet to a 1/2" rebar set; thence N 89°09'29" E 100.48 feet along the south right-of-way of West Dedeaux Road to a 1/2" rebar set; thence continue N 89°09'28" E 272.28 feet along said south right-of-way of West Dedeaux Road to a 1/2" rebar set; S 00°25'24" W 211.25 feet to a 4" concrete monument found and being the Point of Beginning; thence N 83°17'02" E 253.14 feet to a 1" pipe on the west right-of-way of Old Highway 49; thence S 18°51'09" E 143.24 feet along said west right-of-way to 1" pipe found; thence S 70°15'29" W 239.91 feet to a 1" pipe found; thence S 18°18'26" E 266.71 feet to a 1/2" rebar set; thence S 88°02'01" W 1254.22 feet to

a 1/2" rebar set; thence N 02°02'09" W 253.72 feet to a 4" concrete monument found; thence N 89°05'20" E 839.38 feet to a 1/2" rebar set; thence N 00°08'11" E 101.29 feet to a 1/2" rebar set; thence N 88°40'02" E 271.27 feet to the Point of Beginning. Said parcel of land contains 11.36 acres, more or less.

Ad valorem tax parcel number 0708P-01-006.000 is legally described as:

Beginning at a point which is 25 feet South 0°47' East from the NW corner of the said NE1/4 of the SE1/4 in said Section and running thence South 0°47' East a distance of 290.0 feet to a point; running thence North 88°53' East a distance of 300.5 feet to a point; running thence North 0°40' East a distance of 290 feet to the South margin of a public dedicated right-of-way; running thence South 88°53' West along the South margin right-of-way a distance of 301.1 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. 0708P-01-004.007 and 0708P-01-006.000 from its present zoning classification of R-1-15 (Single-Family) district to B-2 (General 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

2211PC207

TRANSCRIPT OF HEARING

November 17, 2022

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 17TH DAY OF NOVEMBER 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
B.J. SELLERS
CHARLIE HEWES
HAROLD SPANN
TIMOTHY DAIGLE, JR.
DOUG HANCOCK

STAFF PRESENT:

MATILDA WELCH
LORAIN HUGHES
LESLIE ERVIN
CORY LONG
KEVIN BROWN

ALSO PRESENT:

MARGARET MURDOCK, City Attorney

1 6. Zoning Map Amendment 2211PC207

2 MS. WELCH: Zoning Map Amendment Case Number
3 207 has been duly and timely noticed as required by law.

4 The applicant requests to rezone from R-1-15 single family
5 to B-2 general business 11261 Old Highway 49, zoned R-1-15
6 single family, Ward 7. A copy of the packet Exhibit A
7 considered is hereby offered to the record.

8 MR. WILLIAMS: All right. Mr. Williams,
9 you're going to do this one?

10 MR. BILL WILLIAMS: Yes, sir. My name is
11 Bill Williams. I live at 2528 Greenview Drive, my office is
12 at 2409 14th Street, both here in Gulfport.

13 Okay. What we have here is a piece of
14 property on Old 49 not too far north of the Sam's Club and
15 Landon Road. And as the application states, that whole area
16 has really gone commercial.

17 I provided pictures. I provided pictures of
18 the current area. There's a commercial business just south
19 of it. Everything on the other side of the railroad tracks
20 that should be considered contiguous to this is B-2.

21 But there has -- I think I clearly exhibited
22 that there had been a change of condition over the last
23 several years, especially since the Sam's was built at
24 Landon Road and Old 49 just south of here.

25 What the -- we've got a closing pending

1 depending on y'all's recommendation to the City Council and
2 then ultimately their approval of the zoning map amendment.

3 But what the purchaser is going to do is open
4 a sewing business -- they do a lot of quilting -- and also a
5 sewing school which is a necessity for the -- which is why
6 they want the B-2 designation.

7 Just to the north of this, I didn't show any
8 of that, you've got the IRS, but -- which is B-2, and then
9 even further north I think y'all were alluding to the
10 gentleman's house for the medical cannabis which was on Old
11 49. That's probably going to be commercial eventually, too,
12 that the gentleman had died. Now, that's north of here, but
13 this whole area is just booming.

14 The need for the change is, like I said,
15 these people have scoured all of Gulfport, they want to be
16 in Gulfport, and to find something in their price point,
17 this is the only property that was really available to them.
18 And they approached the seller and eventually got them --
19 they came to an agreement on the purchase price.

20 It's not going to be a high volume, super
21 high volume business, but they will have -- it's also a
22 sewing school so they teach you how to quilt and things like
23 that. It's kind of a cottage industry, but it's not like
24 it's -- you're putting in, you know, the Best Buy, that's
25 practically across the street, across the railroad track

1 from it.

2 And other than that, I'd be glad to answer
3 any questions. But I think there's been a clear change of
4 condition to the area since this was originally zoned
5 residential, and everything around it is, except for a few
6 homes scattered here and there, is commercial.

7 MR. WILLIAMS: Any questions, Commissioners?

8 MR. DAIGLE: A good portion of this property,
9 if I'm not mistaken, is not really usable land, right?

10 MR. BILL WILLIAMS: No, it's wetlands.

11 MR. DAIGLE: Yeah. So, I mean, the portion
12 that would be usable, give me a rough idea on that map up
13 there, what is actually usable. Just roughly. Like two or
14 three acres in the northeast corner?

15 MR. BILL WILLIAMS: Yes.

16 MR. DAIGLE: And everything else is
17 pretty much --

18 MR. BILL WILLIAMS: I mean, it's -- there's
19 like a branch or something that flows through there. We got
20 a wetlands delineation. I do not have it with me. But it's
21 not a big chunk. You are correct.

22 MR. DAIGLE: Yeah.

23 MR. BILL WILLIAMS: But we actually -- we
24 paid for a wetlands delineation because everything is going
25 to be kind of on -- I mean, it's going to be on Old 49 right

1 by the other commercial business.

2 MR. WILLIAMS: Tim got my question answered,
3 too. You said they were looking for property that they
4 could afford, and then I saw that they purchased 11 and
5 three-quarter acres.

6 MR. BILL WILLIAMS: Well, I mean, they got a
7 very good price for this.

8 MR. WILLIAMS: Okay. Yeah.

9 MR. BILL WILLIAMS: Because, I mean, this was
10 owned by an estate, and they're slowly but surely trying to
11 get rid of it. And it's taking a very long time.

12 MR. DAIGLE: And the reason I guess I bring
13 that up is because there are some residential areas to the
14 north, but, I mean, there's really not a whole lot of room
15 to development to encroach on very much of that.

16 MR. BILL WILLIAMS: No.

17 MR. DAIGLE: I mean, because I looked at this
18 pr oeprty, as well, and I just know that something it's
19 something is going to be up there by Old Highway 49 --

20 MR. BILL WILLIAMS: And it's something that's
21 in your ward so you're the most familiar with it.

22 MR. DAIGLE: Right.

23 MR. HEWES: If you want some more history on
24 it, Ms. Gilmore used to teach piano out of her house down
25 that road so it was kind of a school before if you're

1 looking at a schoolhouse.

2 MR. BILL WILLIAMS: Good.

3 MR. WILLIAMS: All right. Any other
4 questions or historical comments?

5 All right. Thank you, Bill. If something
6 comes up, we'll bring you back up. Appreciate it.

7 MR. BILL WILLIAMS: Thank you.

8 MR. WILLIAMS: Anyone else here want to speak
9 for this request?

10 Anyone want to speak against the request or
11 have any comments?

12 All right. Commissioners, any questions for
13 the staff, comments, or a motion, please.

14 MR. SPANN: Move to approve, Mr. Chairman,
15 Case File Number 2211PC207 with any conditions.

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

18 MR. DAIGLE: Second.

19 MR. WILLIAMS: Motion to approve and a
20 second. Any further comments? If not, all those in favor
21 signify by saying aye. Any opposed?

22 It's been approved. Thank you all.
23 Appreciate it.

24 (Unanimous vote.)

25

1 BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2
3 2211PC207
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 6 pages
12 constitute a true and correct transcription of said hearing
13 held on the 17th day of November 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 28th 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 20, 2022

Re: Ordinance - rezoning from I-2 (Heavy Industry) to R-3 (General residence) - located at River Ten Road and Klein Road - Case # 2211PC209 - Ward 7.

Zoning Map Amendment 2211PC209, by agent Robert Reimann, tax parcel 0809B-03-017.000, Requests to rezone from I-2 (Heavy Industry) to R-3 (General residence), River Ten Rd & Klein Rd, Zoned I-2 (Heavy Industry), Ward 7

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Cory Long, Planning Administrator
Urban Development Department

Date: December 9, 2022

Re: Zoning Map Amendment 2211PC209, by agent Robert Reimann, tax parcel 0809B-03-017.000, Requests to rezone from I-2 (Heavy Industry) to R-3 (General residence), River Ten Rd & Klein Rd, Zoned I-2 (Heavy Industry), Ward 7

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Hewes

Second: Mr. Spann

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

Action: Motion was carried unanimously.

Speaking for the Petition:

1. Robert Reimann

Speaking against the Petition: None

On November 17, 2022, the Planning Commission recommended approval of the above referenced case.

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

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2211PC209

Hearing Date: November 17, 2022

Current Zoning/Use: I-2 / Vacant

Legal: Zoning Map Amendment 2211PC209, by agent Robert Reimann, tax parcel 0809B-03-017.000, Requests to rezone from I-2 (Heavy Industry) to R-3 (General residence), River Ten Rd & Klein Rd, Zoned I-2 (Heavy Industry), Ward 7

TECHNICAL DETAILS

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

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

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

The applicant requests to rezone approximately 2.82 acres of property from I-2 (Heavy Industry district) to R-3 (General Residence district). Currently, the property is vacant land. The applicant would like to rezone property from commercial zoning to residential zoning for the future construction of a townhome development. The current zoning does not allow for this use, therefore, the applicant requests to rezone the property. In addition, a site visit was conducted on November 3, 2022 by the staff. The staff found that the surrounding area consist of mixed uses such as; single-family homes, multi-family, townhomes, Crossroads Elementary School, and River Road Plaza. The proposal involves the creation of about 25- lots to accommodate the future construction.

The applicant has chosen change in conditions as justification for change of the current zoning district:

1. Mistake or error is not addressed by the applicant.
2. The applicant cites that the change of the character of the neighborhood changed due to there are apartments located directly north across River Ten Road are zoned R-4. There are also two Harrison County Schools directly across Klein Road. The applicant feels this property would be best suited and more harmonious to allow a residential use to match the

Technical Report

Zoning Map Amendment

current uses within the neighborhood. The applicant cites that there has been a change in character in the neighborhood, however, there has not been a great change from 2001 to 2022 in this area; therefore, there has not been any change in character. However, businesses that would be allowed in an I-2 (Heavy Industry district) such as, boat storage, hardware wholesale storage and sales, adult novelty, contractor office with heavy equipment, etc. With these uses in mind, the townhome development would be more harmonious with the surrounding area.

EXECUTIVE SUMMARY

A site visit was conducted on November 3, 2022 by staff. Staff found that the surrounding area consist of mixed uses such as, townhomes, Crossroad Elementary, River Road Plaza, and residential homes. The proposed use would be in harmony with the existing neighborhood.

Any approval should consider these conditions:

1. Approval would allow property to be rezoned from I-2 (Heavy Industry) district to R-3 (General Residence) district.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



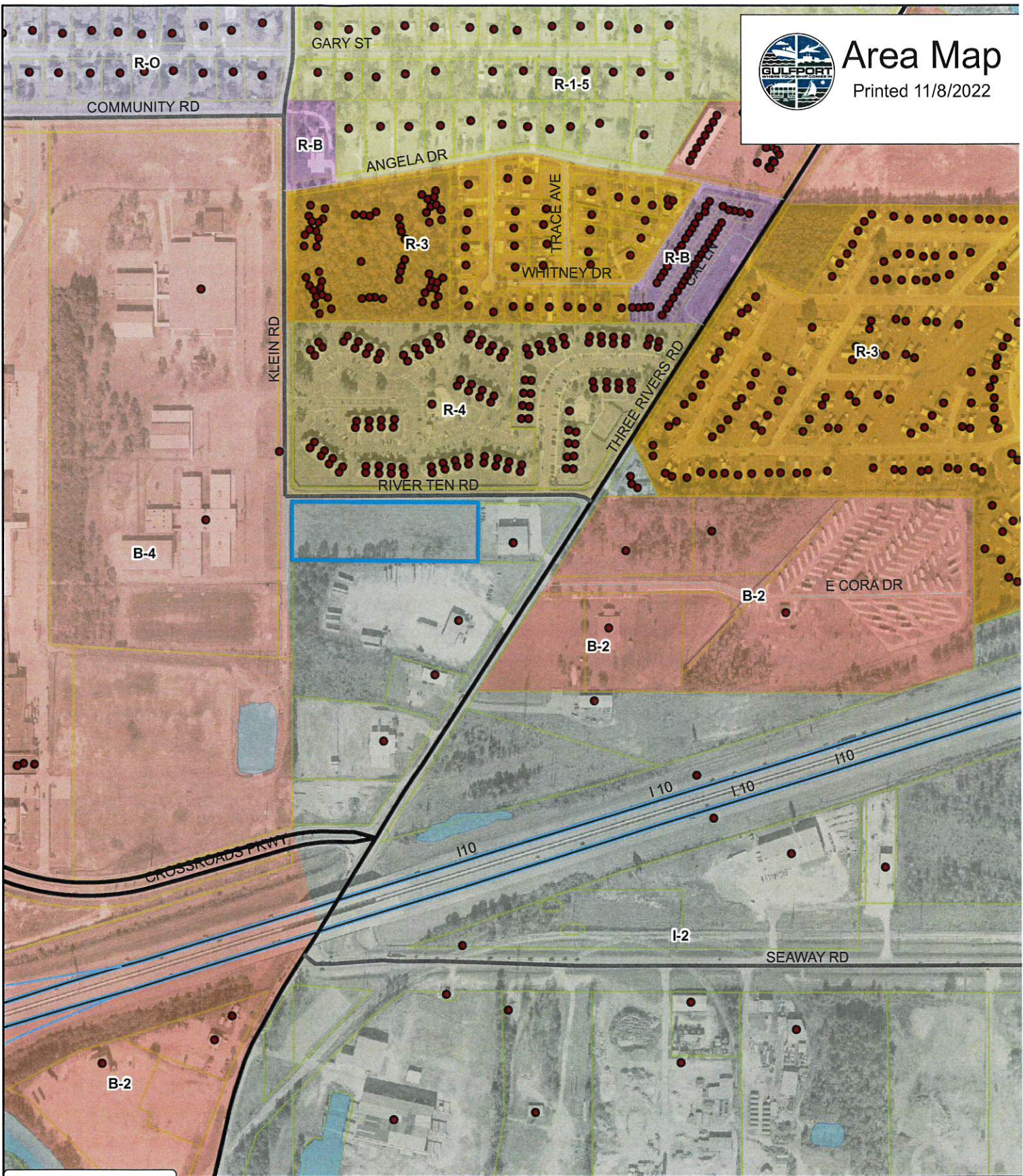
Ryan Merrill

Director of Urban Development Department



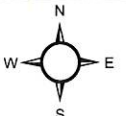
Area Map

Printed 11/8/2022



- Addresspoints
- Interstate Highway
- Minor Arterial
- Collector
- Minor/Residential
- Access Ramp
- WaterFeatures
- Parcels

2001



1 inch = 436 feet

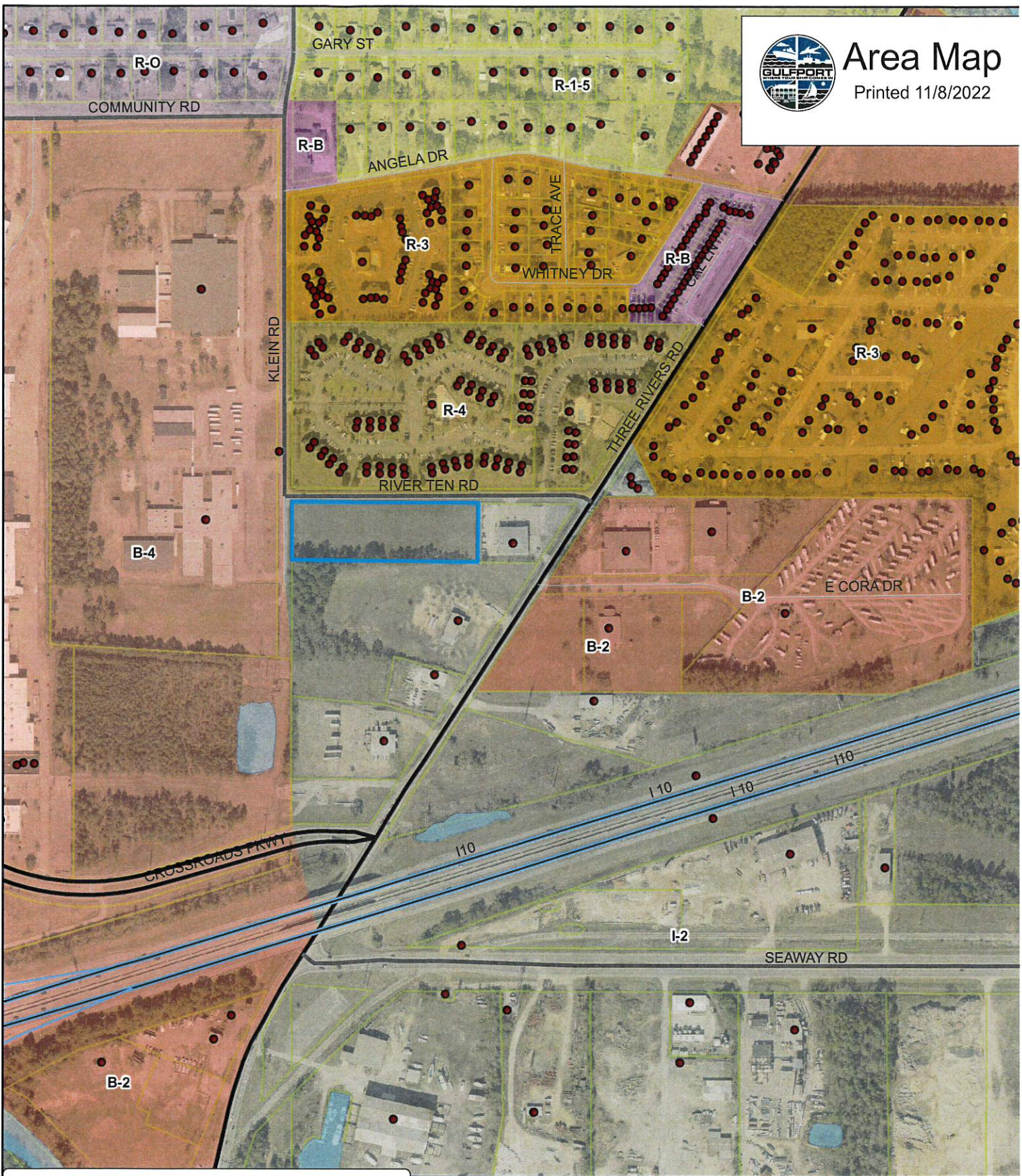
DATA DISCLAIMER:

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 represent 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

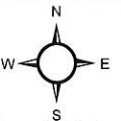


Area Map

Printed 11/8/2022



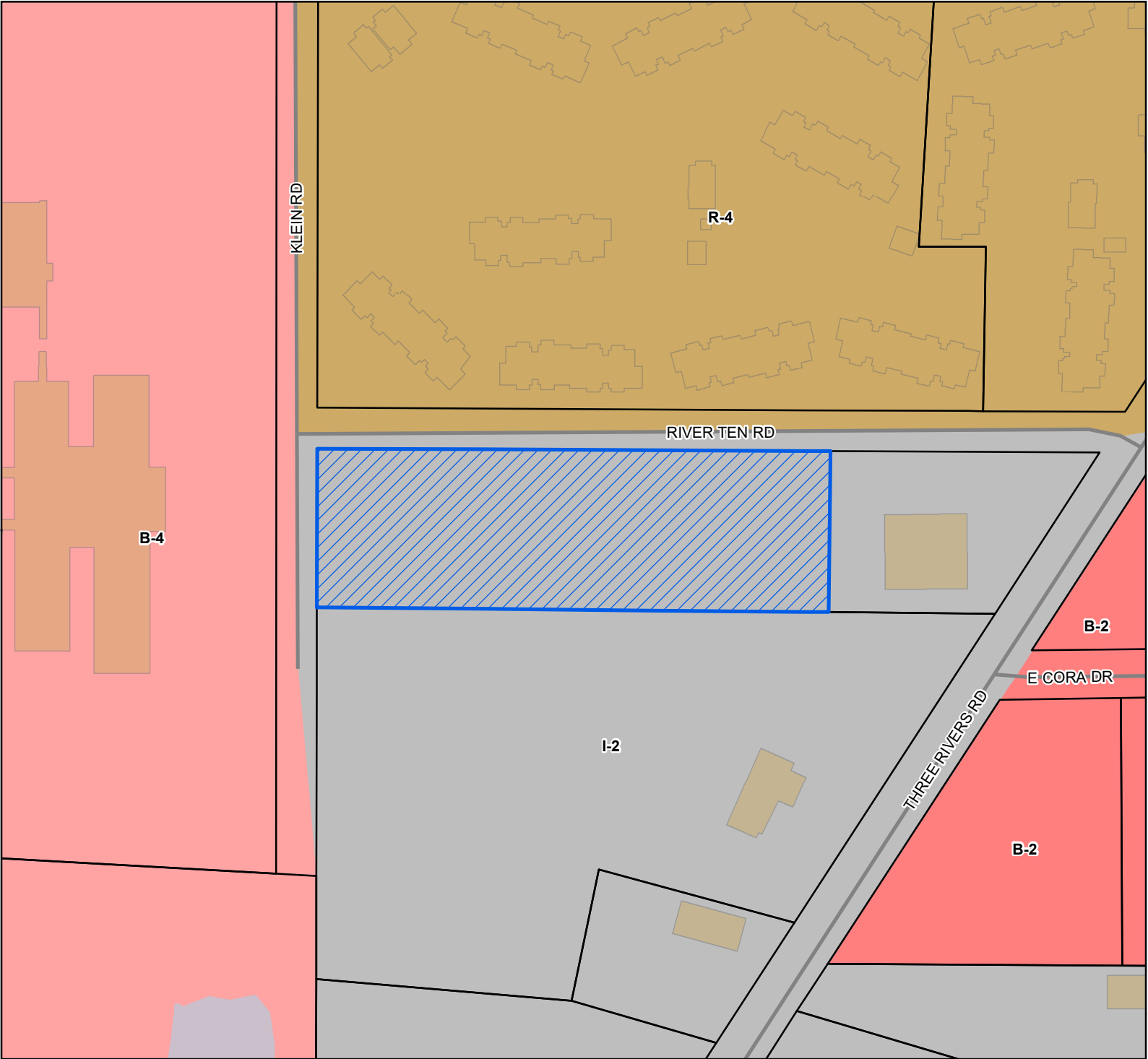
- Harrison_HughRes_2020.sid**
- Addresspoints
 - Interstate Highway
 - Minor Arterial
 - Collector
 - Minor/Residential
 - Access Ramp
 - WaterFeatures
 - Parcels
- RGB**
- Red: Band_1
 - Green: Band_2
 - Blue: Band_3



1 inch = 436 feet

DATA DISCLAIMER:

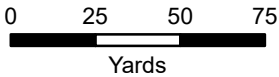
All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represent on this map as a service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



Site
Site
Street
Parcels
Buildings
Water Features

Zoning
B-2 - General Business District
B-4 - Highway Business District
I-2 - Heavy Industry District
R-4 - General Residence (High Density)

Site Information
0809B-03-017.000
Zoning: I-2 (Heavy Industry)
Size: 2.82 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

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

TAX PARCEL # 08098-03-017.000

(If necessary, use separate sheet of paper)

Address of Property Involved: RIVER TEN ROAD & KLEIN ROAD

Lot(s) _____, Block(s) _____, Subdivision _____

General Location: NORTH OF I-10, EAST OF Hwy 49, WEST OF THREE RIVERS ROAD.**GENERAL DESCRIPTION OF REQUEST:**REQUEST ZONING CHANGE FROM I-2 TO R-3TO CONSTRUCT TOWNHOUSE DEVELOPMENT IN FRONT OF**OWNERSHIP AND CERTIFICATION:** HARRISON COUNTY SCHOOL

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**

WAYNE CARL
Printed Name Of Owner

21680 SAUCIER FAMILY ROAD
Mailing Address

SAUCIER, MS 39574
City State Zip code

228-860-2203
Home Phone Work/Cell Phone

WCBUILDERS.9MAGL.COM
Email

Wayne Carl
Signature Of Owner

ROBERT K. RIEMANN, P.E.
Printed Name Of Agent

3103 5TH AVENUE, SUITE B
Mailing Address

GULFPORT MS 39501
City State Zip code

228-518-2980
Home Phone Work/Cell Phone

KRS ENGINEERING & EXCELLENCE.COM
Email

Robert K. Riemann
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)

GREG D. WILLIAMS

ADDRESS (STREET, CITY, STATE, ZIP CODE)

824 WIRE ROAD EAST, PERKINSTON
MS. 39573

PHONE # (H)

228-297-2216

(W)

TAX PARCEL NUMBER(S) OWNED

0809B-03-017.000

SIGNATURE:

Greg D Williams

NAME OF OWNER (PRINT)

ADDRESS (STREET, CITY, STATE, ZIP CODE)

PHONE # (H)

(W)

TAX PARCEL NUMBER(S) OWNED

SIGNATURE:

NAME OF OWNER (PRINT)

ADDRESS (STREET, CITY, STATE, ZIP CODE)

PHONE # (H)

(W)

TAX PARCEL NUMBER(S) OWNED

SIGNATURE:

(Use additional forms as needed)

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

Designation of Agent

I, Wayne Carr, being owner of the property at 0809B-03-017.000 on River Ten Road and Klein Road which is the subject of this application hereby authorize Robert K. Riemann, P.E. 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.

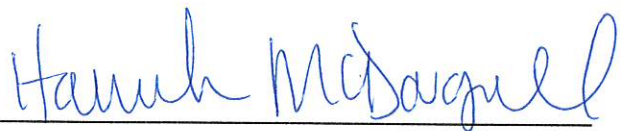
The petitioner understands and acknowledges that the City will rely upon the agent's representations in approval or denial of said petition.


Signature

3/Oct. 2022
Date

STATE OF MISSISSIPPI, COUNTY OF HARRISON

Given under my hand and seal of office this the 3rd day of October, 20 22.


Notary Public

11-2-24
Commission Expiration





NARRATIVE

RIVER TEN ROAD & KLEIN ROAD – TOWNHOUSE DEVELOPMENT ZONING CHANGE FROM I-2 TO R-3

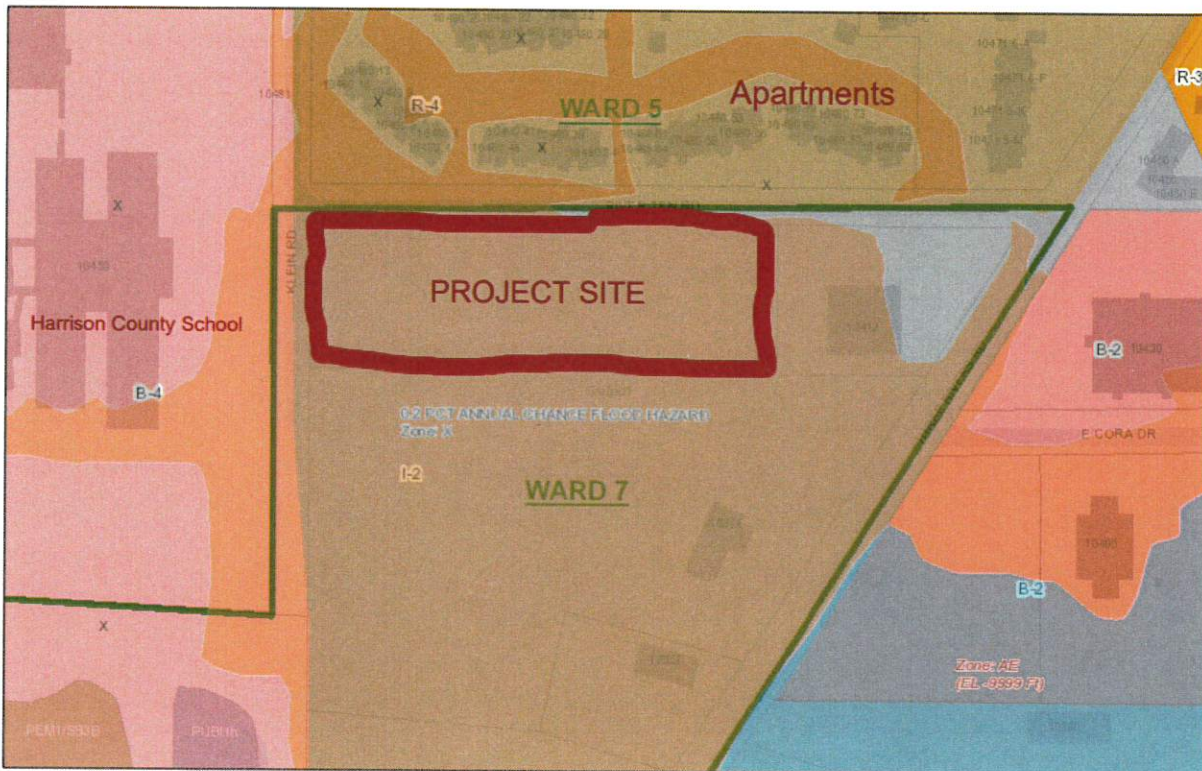
EXECUTIVE SUMMARY

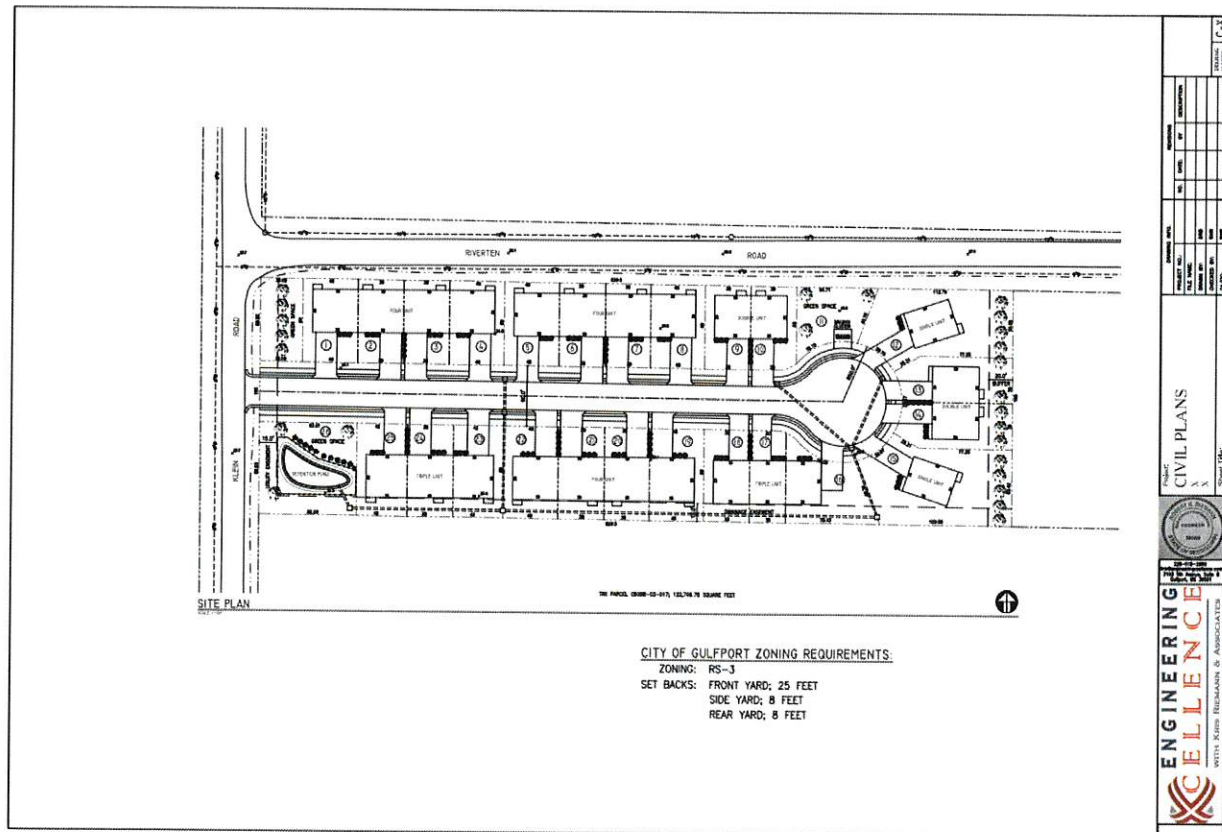
Through this application, the property owner requests approval from the City of Gulfport to change the zoning of the subject property (shown below) from I-2 to R-3 for the future construction of a townhouse development. This change is due to a change of the character of the neighborhood. The apartments directly north across River Ten Road are zoning R-4. There are two Harrison County Schools directly across Klein Road.

This project will re-zone **0809B-03-.017.000 on River Ten Road & Klein Road** from I-2 to R-3. As described in further detail throughout this written statement and as detailed in the preliminary plans, the townhouse subdivision will include all necessary streets, sidewalks, services, utilities, and other public improvements that are necessary to support the project. Approval of this

rezoning benefits the City of Gulfport by providing much needed construction jobs, necessary street connections, future homes for people to live, as well as permit and other fees to support City services and fund future City public works / infrastructure improvement projects.

This written statement includes findings of fact demonstrating that the application complies with all applicable approval criteria as determined by the City of Gulfport. These findings are supported by substantial evidence which includes preliminary plans and other written documentation. This information, which is included in this application package, provides the basis for the City to approve the application.





Basic Facts

Zoning/Permitted Use: The subject site is zoned I-2 – Industrial District. We ask that the zoning be changed to R-3 – Residential District.

I-2 District – Heavy Industrial District. These districts are composed of land and structures occupied by or suitable for heavy manufacturing and related activities. Located for convenient access from existing and future arterial thoroughfares, highways, railway lines or waterways, these districts are usually separated from residential areas by business or light industry areas or by natural barriers; where they are adjacent to residential areas some type of artificial separation may be required. The district regulations are designed to permit the development of the districts for their purpose, including almost any industrial uses but subject to conditions necessary for the mutual protection of the uses and the city generally.

(a) *Permitted uses.* See chart at end of this section.

(b) *Building site area.* Except as provided in section IV, the minimum building site area shall be ten thousand (10,000) square feet.

(c) *Building site coverage.* The maximum building site coverage by all buildings shall be seventy-five (75) percent.

(d) *Building height limit.* Except as provided in section IV, no structure shall exceed one hundred (100) feet in height.

(e) *Yards required.* Except as provided in section IV, the minimum dimensions of yards shall be:
Front yard—25 feet.

There are no minimum required side or rear yards.

R-3 district: Multifamily residence districts. These districts are composed mainly of areas containing multiple-family dwellings and open area where such development seems likely to occur in the future. The district regulations are designed to protect the residential character of the districts by prohibiting all commercial activities; to encourage a suitable neighborhood environment for family life by including among the permitted uses such facilities as schools, parks and churches; to prevent overcrowding of the land by requiring certain minimum yard and other open spaces for all buildings; and to avoid excessive population density by requiring a certain minimum building site area for each dwelling unit.

(a) *Permitted uses.* See chart at end of this section.

(b) *Building site area.* Except as provided in section IV, the minimum building site area shall be:

For a one-family dwelling—7,500 square feet.

For a two-family dwelling—8,000 square feet (4,000 square feet per unit).

For multiple-family dwellings—A maximum of twelve (12) units per acre (3,630 square feet per unit).

For any other permitted use—10,000 square feet.

(c) *Building site coverage.* The maximum site coverage by all buildings shall be forty-five (45) percent.

(d) *Building height limit.* Except as provided in section IV, no structure shall exceed three (3) stories or thirty-five (35) feet in height.

(e) *Yards required.* Except as provided in section IV, the minimum dimensions of yards shall be:

Front yard—25 feet.

Side yard—8 feet.

Rear yard—8 feet.

Surrounding properties to the north are R-4 District with apartments and to the west with a Harrison County Schools along Klein Road.

The zoning map will change from I-2 to R-3

Site Description / Setting: The applicant's property is approximately 2.8 acres in size and is generally located east of Klein Road and south of River Ten Road. Over time, the surrounding area has been developed with streets, sidewalks, and multi - family residential homes.

Wetlands. Wetland will be determined at a later date.

Project Description: The proposal involves the creation of about 25 lots to accommodate the future construction of townhouse residences. To effectively develop the property to its permitted residential density, access (streets) and services are proposed to be provided to all portions of the property. Each of the lots are proposed to be provided with individual sanitary sewer, storm sewer, and water service, as well as utilities such as electrical, gas, phone, cable, etc. The property is efficiently served by existing sewer infrastructure and water which will require off-site extension project

Citizen Participation: The City will send notice of this proposal to property owners within three hundred feet of the subject property, as well as various City departments, and other agencies to solicit public input.

Facilities

The following facilities currently serve the existing lots and are available for the proposed lots:

1. Sewer - City of Gulfport/HCUA
2. Water - City of Gulfport/HCUA
3. Drainage - City of Gulfport
4. Natural gas - Centerpoint
5. Electric service - Coast Electric Power Association
6. Fire protection & Emergency response - City of Gulfport
7. Waste Disposal - HCUA Contract
8. Law Enforcement – City of Gulfport

Natural Environment

Site Soils.

Storm water quantity should be better than the open ditches because of flow along concrete curb and gutters. Storm water quality should be improved because the proposed retention pond will remove silt from storm runoff.

Lawns, shrubs and trees will be managed by the homeowners and increase the quality of the vegetation.

Future Development

The proposed utility additions to the water system will provide fire protection as well as water system access to the many residents inside the new townhouse subdivision.

Surrounding Land Use

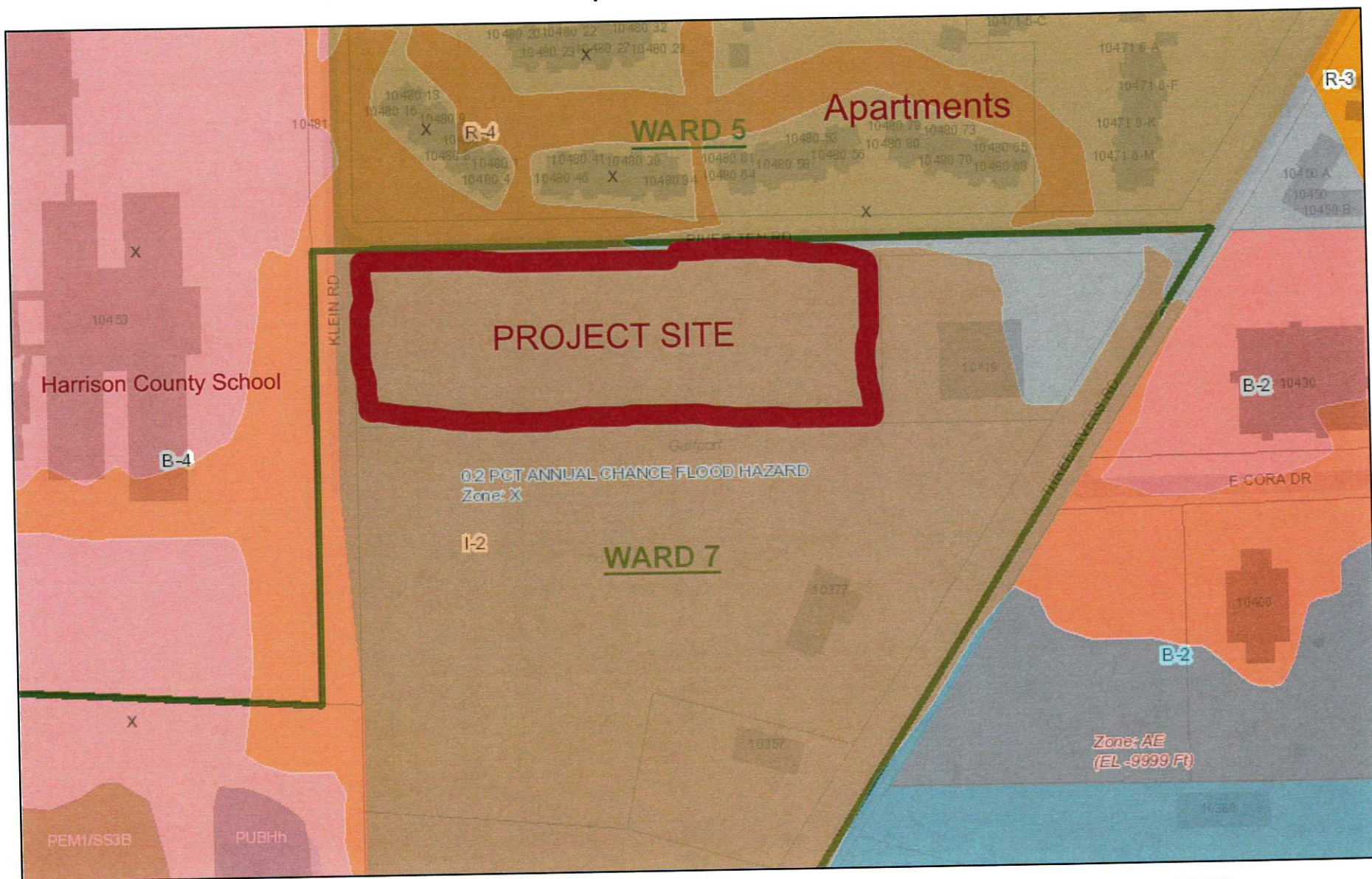
The proposed multi-family lots and landscape areas along River Ten Road & Klein Road are similar to the surrounding area. The proposed lots will have a safer access to the inside of the subdivision. The proposed subdivision will have one access roads from Klein Road as required by the Fire Department.

No negative impacts are apparent which need mitigation.

Phasing Plan

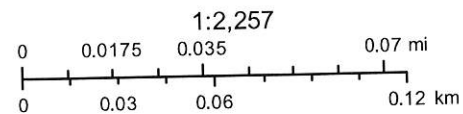
No phases are proposed for this development plan. The subdivision shall be constructed in 1 phase within one year.

Gulfport Online Atlas



June 27, 2022

- Base Flood Elevations Culvert
 Coastal Transects  0.2 PCT Annual Chance Flood Discharge Contained In Structure
General Structure  1 PCT Annual Chance Flood Discharge Contained In Structure
 Bridge

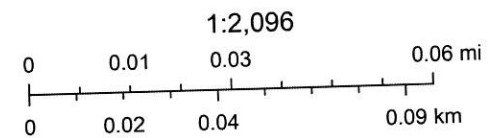


ArcGIS Web Map

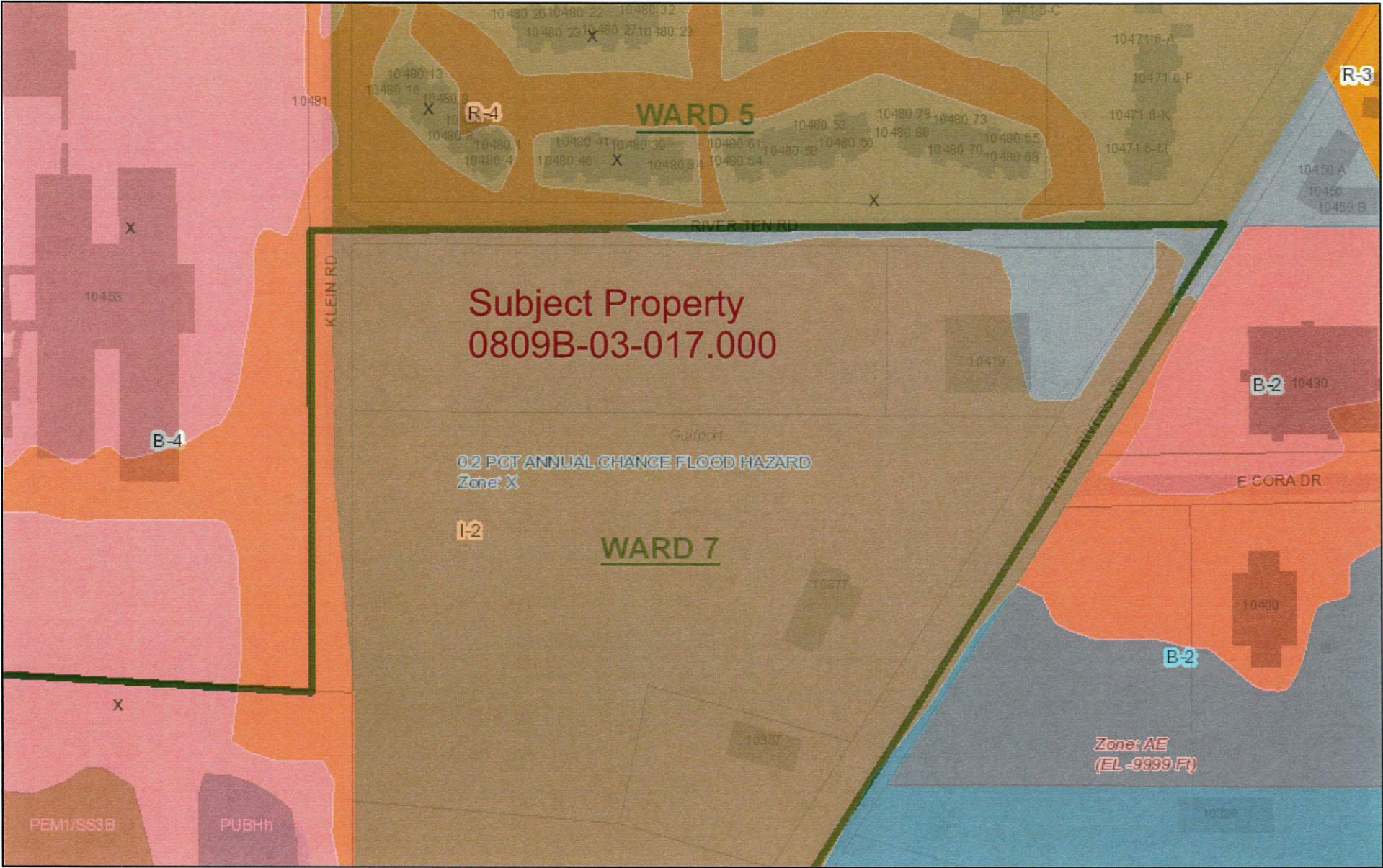


8/15/2022, 1:51:19 PM

- | | | |
|-------------|-----------------|---------------|
| Easements | Valves | Lift Stations |
| Tanks | Hydrants | Manholes |
| Wells | STreatmentPlant | Parcels |
| Water Mains | Gravity Mains | Buildings |
| Water Meter | Force Mains | |



Gulfport Online Atlas



June 27, 2022

- · —

Base Flood Elevations

— · —

Coastal Transects

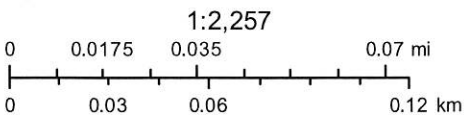
General Structure

X

Bridge
- Culvert

0.2 PCT Annual Chance Flood Discharge Contained In Structure

1 PCT Annual Chance Flood Discharge Contained In Structure





John 1st Judicial District
Instrument 2013 5492 D -J1
Filed/Recorded 8/ 8/2013 10:09 A
Total Fees \$ 12.00
3 Pages Recorded

PREPARED AND RETURN TO:
Frederick T. Hoff, Jr., Esq. (MBN 2495)
Jones Walker LLP
P. O. Box 160
Gulfport, MS 39502-0160
228-822-8538

STATE OF MISSISSIPPI
COUNTY OF HARRISON

SPECIAL WARRANTY DEED

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

Frederick T. Hoff, Jr., Trustee
of and under the Roy Anderson, Jr. Revocable Trust
Post Office Box 6623
Gulfport, Mississippi 39506-6623
Tel.: (228) 822-8536

does hereby sell, convey and warrant specially unto the following, as Grantee:

RJJ Properties, LLC,
a Mississippi limited liability company
Post Office Box 520
Gulfport, Mississippi 39502-0520
Tel.: (228) 594-4002

the following described land, together with all improvements situated thereon and all appurtenances and hereditaments thereunto appertaining or in anywise belonging, which are situated and located in the First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

Exhibit "A"--Attached

Index: SW ¼ of NW ¼, S15, T7S, R11W, FJD, Harrison County, MS

This instrument was prepared based on information furnished by the Grantor, and no independent title search has been made.

Roy Anderson, Jr. died on April 20, 2011, and his estate has been administered by the Chancery Court of the First Judicial District of Harrison County, Mississippi, in Cause No. 11-01036(4).

The conveyances set out herein are subject to all prior restrictive covenants, rights-of-way, reservations and easements of record relating to the above-described land.

Ad valorem taxes for the year 2013 are hereby assumed by the Grantee herein.

WITNESS MY SIGNATURE this the 6th day of August, 2013.


Frederick T. Hoff, Jr., Trustee

STATE OF MISSISSIPPI
COUNTY OF HARRISON

This day personally came and appeared before me, the undersigned authority in and for the aforesaid state and county, the within named **Frederick T. Hoff, Jr.**, who acknowledged that he is the trustee of the **Roy Anderson, Jr. Revocable Trust**, and that in his fiduciary capacity as trustee of the aforesaid trust, he executed and delivered the above and foregoing instrument, being a certificate of trust, after being duly authorized so to do.

Given under my hand and official seal of office, this 6th day of August, 2013.


Notary Public

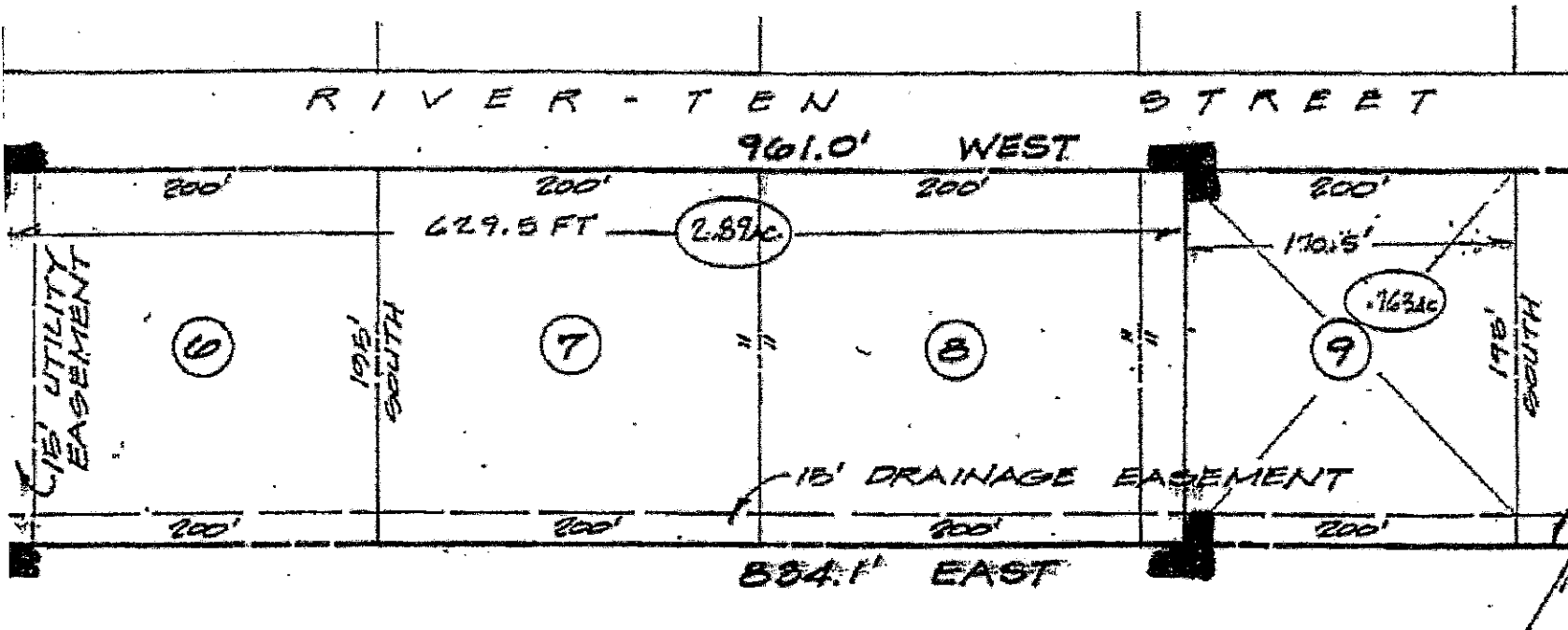
My Commission Expires:

9-13-2015



EXHIBIT "A"
LEGAL DESCRIPTION

Commencing at the NW corner of Section 15, Township 7 South, Range 11 West, Harrison County, Mississippi; thence run South 1343.5 feet to an iron pipe which marks the intersection of the south margin of River-Ten Road and the east margin of Klein Road for a point of beginning; thence run South along said east margin of Klein Road 195.0 feet to an iron pipe which is 1091.6 feet north of a concrete marker which is the SW corner of the NW 1/4 of said Section 15; thence continue East 834.1 feet to the west margin of Three Rivers Road; thence run North 33 degrees 03' 20" East along west margin of Three Rivers Road 232.6 feet to its intersection with the South margin of River Ten Road; thence run West along the south margin of River Ten Road 961.0 feet to the Point of Beginning. Being the same property as Lots 6 through 9 of River Ten Park, previously platted and vacated.



Y OF LOTS 6 THRU 10, INCLUSIVE,
TEN PARK, HARRISON
TY, MISSISSIPPI.

THIS PARCEL IS LOCATED IN
0", AREA OF MINIMAL FLOODING,
FLOOD HAZARD BOUNDARY AND
INSURANCE RATE MAP.

VO. : 285255-0155-E

THIS IS TO CERTIFY THAT I HAVE
SURVEYED THE PROPERTY DESCRIBED
AND DELINEATED HEREON; AND
THE MEASUREMENTS AND OTHER
DATA INDICATED ARE CORRECT
TO THE BEST OF MY KNOWLEDGE AND
BELIEF.

William C. Mitchell
WILLIAM C. MITCHELL, R.L.S.
NOVEMBER 10, 1990

NOTE: THIS SURVEY WAS MADE BY

MISCELLANEOUS PAYMENT RECPT#: 11843254
CITY OF GULFPORT

GULFPORT, MS 39501

DATE: 10/04/22 TIME: 15:03:32
CLERK: jseferovi DEPT:
CUSTOMER#:

COMMENT:

CHG: PZD PLANNING AND ZO 175.00

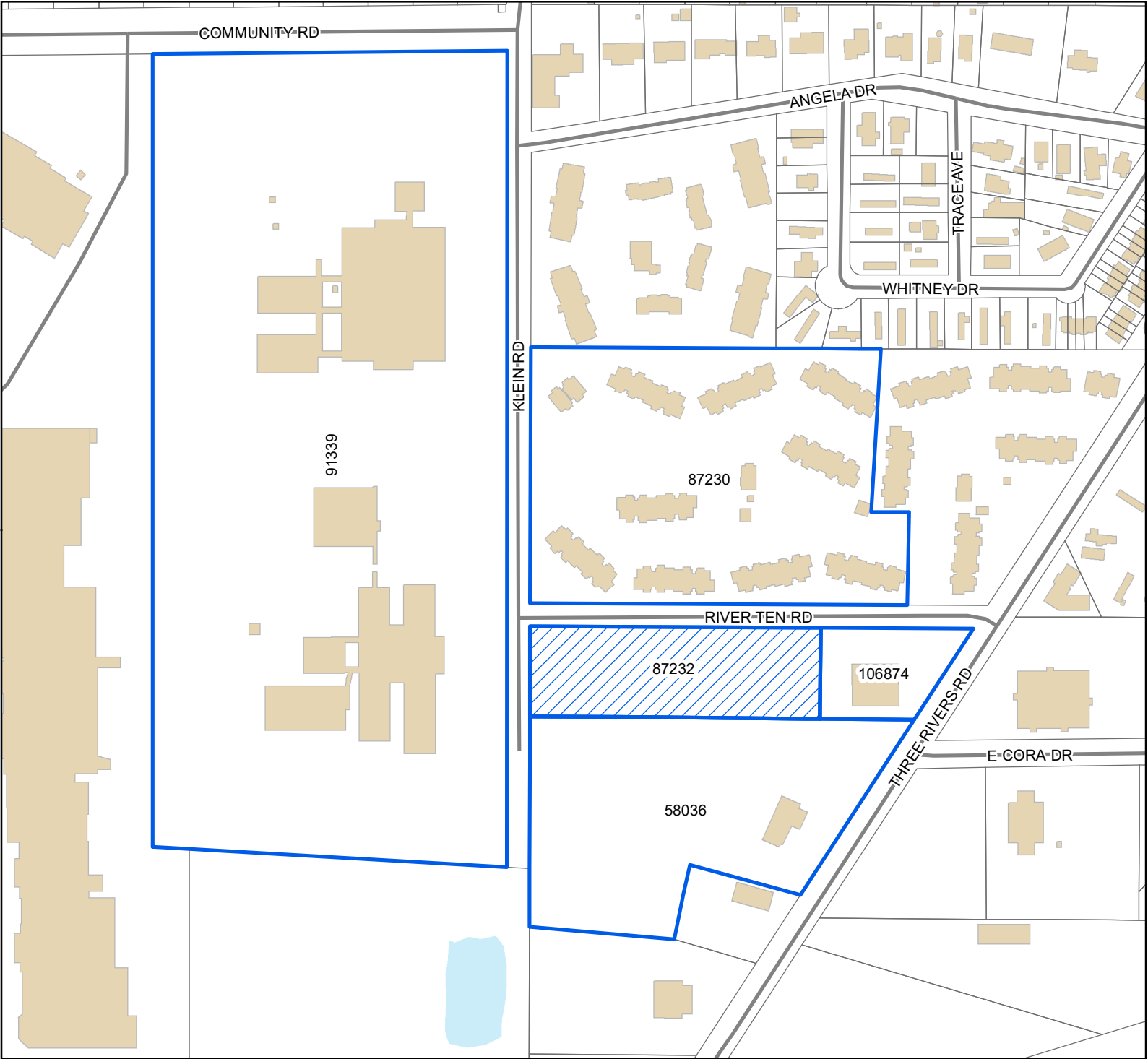
AMOUNT PAID: 175.00

PAID BY: ROBERT K. RIEMANN
PAYMENT METH: CREDIT CARD

REFERENCE:

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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	87232	0809B-03-017.000	CARR WAYNE (OWNER)	21680 SAUCIER FAIRELY ROAD	SAUCIER	MS	39574
			WILLIAMS GREG D. (OWNER)	824 WIRE ROAD EAST	PERKINGSTON	MS	39573
			ROBERT K. RIEMANN, P.E. (AGENT)	3103 5TH AVENUE SUITE B	GULFPORT	MS	39501
			Adjacent Property Owners (2211PC209)				
	106874	0809B-03-017.001	AIRGAS USA LLC	2015 VAUGHN ROAD	KENNESAW	GA	30194
	58036	0809B-03-018.000	BP INVESTMENTS LLC	11514 TREELAWN ST	GULFPORT	MS	39503
	91339	0809C-01-002.000	HARRISON CO SCHOOL BOARD	P O BOX 1090	GULFPORT	MS	39502
	87230	0809B-03-016.000	MMI CAPITAL PARTNERS "THE PALMS" LL	P O BOX 16506	MOBILE	AL	36616



Legend

- Site
- Adjacent Properties
- Street
- Buildings
- Water Features

0 40 80 120
Yards

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.

RE: Zoning Map Amendment 2211PC209, by agent Robert Reimann, tax parcel 0809B-03-017.000, Requests to rezone from I-2 (Heavy Industry) to R-3 (General residence), River Ten Rd & Klein Rd, Zoned I-2 (Heavy Industry), Ward 7

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, November 17, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Planning Commission for **Thursday, November 17, 2022**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

THANK YOU for your legal submission!

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

ORDER DETAILS

Order Number:
IPL0096113

Order Status:
Submitted

Classification:
Legals & Public Notices

Package:
BLX - Legal Ads

Final Cost:
81.72

Payment Type:
Account Billed

User ID:
IPL0024925

ACCOUNT INFORMATION

GULFPORT URBAN DEVELOPMENT IP
PO BOX 1780
GULFPORT, MS 39502
228-868-5705
AccountsPayable@gulfport-ms.gov
GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT

Date
October 27, 2022 11:41:15 AM EDT

Amount:
81.72

SCHEDULE FOR AD NUMBER IPL00961130

November 2, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00961130**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, November 17, 2022 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2211PC194, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests for outdoor entertainment venue, 942 1/2 Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

Zoning Map Amendment 2211PC195, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 942 1/2 Beach Blvd, Ward 2

Planning Commission Approval 2211PC196, by owner Jermille Johnson, tax parcel 0810B-03-099.000, Requests mobile home use, W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

Zoning Map Amendment 2211PC198, by agent Jorge Vargas, tax parcel 1007M-01-038.000, Requests to rezone from R-B (Residence-business) to R-E (Residence estate), 13062 Sheldon St, Zoned R-B (Residence-business), Ward 6

Planning Commission Approval 2211PC199, by agent Terrell Roddy, tax parcel 0808D-04-004.000, Requests to allow a medical dispensary use, 12407 HWY 49 N, Zoned B-4 (Highway business), Ward 7

Special Exception 2211SE200, by agent Adeeb Botros, tax parcel 0810C-03-059.000, Requests liquor store use, 8304 HWY 49 B, Zoned B-4 (Highway business), Ward 3

Planning Commission Approval 2211PC201, by owners Barry & Theresa Weyland, tax parcel 1010E-03-007.015, Request home occupation for real estate office, 927 Old Towne St, Zoned T3 (Sub-Urban Zone), Ward 4

Zoning Map Amendment 2211PC202, by agent Joyce Unsworth, tax parcel 0710O-02-102.002, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4809 29th St, Zoned B-1 (Neighborhood business), Ward 1

Planning Commission Approval 2211PC203, by agent Doug Hanson, tax parcel 0811G-03-033.000, Request home occupation for mobile windshield repair business, 1632 2nd St, Zoned T4L (General Urban Zone "Limited"), Ward 2

Appeals 2211PC204, by owners 3112 Pass Rd LLC & Ronald Fremin II, tax parcel 0811D-04-009.000, Requests metal exterior on facility, 3112 Pass Road, Zoned I-1 (Light Industry), Ward 1

Planning Commission Approval 2211PC205, by owners Yolanda & Marcus Stubbs, tax parcel 0908J-01-036.000, Requests home occupation for mobile notary use, 20 Joanna Lane, R-1-10 (Single-family) Ward 6

Zoning Map Amendment 2211PC206, by owners Incia Hernandez & Wilson Martinez, tax parcel 0910N-01-018.001, Request to rezone from B-2 (General Business) to R-B (Residence Business), 3205 F Ave, Zoned B-2 (General Business), Ward 4

Zoning Map Amendment 2211PC207, by agent J. William Williams, tax parcels 0708P-01-004.007 & 0708P-01-006.000, Requests to rezone from R-1-15 (Single-family) to B-2 (General business), 11261 Old Highway 49, Zoned R-1-15 (Single-family), Ward 7

Resubdivision 2211PC208, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2211PC209, by agent Robert Reimann, tax parcel 0809B-03-017.000, Requests to rezone from I-2 (Heavy Industry) to R-3 (General residence), River Ten Rd & Klein Rd, Zoned I-2 (Heavy Industry), Ward 7

Planning Commission Approval 2211PC210, by agent Addison Bell,

Planning Commission Approval 2210PC190, by agent Addison Reimann, tax parcel 0809K-02-002.001, Request approval to allow a medical dispensary use, Creosote Rd, B-4 (Highway business), Ward 3

Final Plat 2211PC211, by agent Robert Reimann, tax parcels 0808O-02-016.000, 0808O-02-019.000, 0808O-02-015.000, Approval of Final Plat for 63-lot subdivision (Southern Breeze Subdivision) with 3 outparcels, Dedeaux Rd & Tanner Rd, Zoned R-1-5 (Single-family) & B-2 (General business), Ward 5

Planning Commission Approval 2210PC190, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive sales of less than 50 vehicles & automotive laundry use, 2601 15th Ave, Zoned B-2 (General business), Ward 3

This the 26th 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 I-2 (HEAVY INDUSTRY) DISTRICT TO R-3 (GENERAL RESIDENCE) 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 0809B-03-017.000, which is generally described as being located North of Crossroads Parkway, South of and adjacent to River Ten Road, East of and adjacent to Klein Road, and West of Three Rivers Road, should be rezoned from its present classification of I-2 (Heavy Industry) District to R-3 (General Residence) District. The Case File Number is 2211PC209; 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 I-2 (Heavy Industry) District to R-3 (General Residence) District.**

Ad valorem tax parcel number 0809B-03-017.000 is legally described as:

Commencing at the NW corner of Section 15, Township 7 South, Range 11 West, Harrison County, Mississippi; thence run South 1343.5 feet to an iron pipe which marks the intersection of the south margin of River-Ten Road and the east margin of Klein Road for a point of beginning; thence run South along said east margin of Klein Road 195.0 feet to an iron pipe which is 1091.6 feet north of a concrete marker which is the SW corner of the NW 1/4 of said Section 15; thence continue East 834.1 feet to the west margin of Three Rivers Road; thence run North 33 degrees 03' 20" East along west margin of Three Rivers Road 232.6 feet to its intersection with the South margin of River Ten Road; thence run West along the south margin of River Ten Road 961.0 feet to the Point of Beginning. Being the

same property as Lots 6 through 9 of River Ten Park, previously platted and vacated.

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. 0809B-03-017.000 from its present zoning classification of I-2 (Heavy Industry) district to R-3 (General Residence) 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

1 CITY OF GULFPORT PLANNING COMMISSION

2
3 2211PC2094
5 TRANSCRIPT OF HEARING

6 November 17, 2022

7 *****

8 TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
9 PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
10 GULFPORT, MISSISSIPPI, ON THE 17TH DAY OF NOVEMBER 2022
11 COMMENCING AT 4:30 P.M. AND REPORTED BY
12 NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

13 *****

14 COMMISSION MEMBERS PRESENT:15 KEITH WILLIAMS, President
16 WILLIAM "PRINCE" JONES
17 B.J. SELLERS
18 CHARLIE HEWES
19 HAROLD SPANN
20 TIMOTHY DAIGLE, JR.
21 DOUG HANCOCK22 STAFF PRESENT:23 MATILDA WELCH
24 LORAIN HUGHES
25 LESLIE ERVIN
CORY LONG
KEVIN BROWN26 ALSO PRESENT:

27 MARGARET MURDOCK, City Attorney

1 7. Zoning Map Amendment 2211PC209

2 MS. WELCH: Zoning Map Amendment Case Number
3 209 has been duly and timely noticed as required by law.
4 The applicant requests to rezone from I-2 heavy industry to
5 R-3 general residence River Ten Road and Klein Road, zoned
6 I-2 heavy industry, Ward 7. A copy of the packet Exhibit A
7 considered is hereby offered to the record.

8 MR. WILLIAMS: All right. Thank you.

9 Mr. Reimann, you're going to talk on that?

10 MR. REIMANN: Yes, sir. How are y'all?

11 MR. WILLIAMS: All right.

12 You can make your comments and fill that out
13 later and hand it to them. That will be fine. Just be sure
14 to fill it out or they'll tackle you going out the door.

15 MR. REIMANN: Okay. My name is Chris
16 Reimann. My address is 3103 5th Avenue. That's my business
17 address.

18 Real simply stated, we've got a two acre
19 parcel of land that we would like to change the zoning from
20 I-2 to R-3. We'd like to build a little townhouse
21 development there.

22 It's right across the street from -- it was
23 River Ten. I don't know what the apartments are called now,
24 but it's across the street from those apartments. They're
25 to the north. And to the west is Harrison Central East

1 Elementary School now.

2 So, you know, we feel like it's a good plan.
3 And I think that industrial district is -- I think that
4 property has been there for some time, and it hasn't been
5 able to be sold for industrial, so we're looking to create
6 R-3 townhouse development.

7 MR. WILLIAMS: With that being multifamily
8 just to the north of it, I'm sure that the residents over
9 there would like for that to be downzoned and not have an
10 R-1 (sic) property or business there. So probably the right
11 thing to do.

12 Charlie?

13 MR. HEWES: I think with it being close to a
14 school, you don't want somebody banging around kids trying
15 to learn.

16 MR. REIMANN: Right.

17 MR. HEWES: Of course, I would have
18 appreciated the interruption.

19 MR. WILLIAMS: Any questions of the
20 applicant?

21 MR. HEWES: When did you change from Chris to
22 Robert? We've known you as Chris since we were kids.

23 MR. REIMANN: Robert Christian.

24 MR. WILLIAMS: It's the legal name.

25 MR. HEWES: I'm teasing.

1 MR. WILLIAMS: All right. If something comes
2 up, we'll bring you back up. Thank you.

3 MR. REIMANN: Thank you.

4 MR. WILLIAMS: Anyone else here to speak on
5 this request?

6 Any questions?

7 All right. Commissioners, you've heard the
8 applicant. Can I get a motion or any questions or comments.

9 MR. HEWES: Mr. Chair, I move we approve Case
10 2211PC209 with any conditions.

11 MR. WILLIAMS: Okay. Got a motion to
12 approve. Do I have a second?

13 MR. JONES: Second.

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

17 All right. It's been approved. Thank you,
18 Robert Christian.

19 MR. REIMANN: Thank you.

20 (Unanimous vote.)

21

22

23

24

25

1 BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2
3 2211PC209
4
5

6 COURT REPORTER'S CERTIFICATE
7

8 I, Norma Jean Ladner Soroë, Certified Shorthand
9 Reporter, do hereby certify that to the best of my skill and
10 ability I have reported the hearing held before the City of
11 Gulfport Planning Commission and that the foregoing 4 pages
12 constitute a true and correct transcription of said hearing
13 held on the 17th day of November 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 28th 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 SECTION 7-118 IN CHAPTER 7, ARTICLE III
IN THE CODE OF ORDINANCES OF THE CITY OF GULFPORT,
MISSISSIPPI ASSOCIATED WITH ANIMALS**

WHEREAS, the Governing Authority of the City of Gulfport, Mississippi has previously enacted an ordinance that pertains to animal control and regulations associated therewith, which is codified in Chapter 7, Article III in the Code of Ordinances of the City of Gulfport; and

WHEREAS, certain provisions contained therein are in need of amendment, specifically the following, which presently read in pertinent part as follows:

Sec. 7-118. - Impoundment; registry and notice to owner.

- (a) It shall be the duty of every police officer and animal officer of the city, or other person designated by the city council, to apprehend any dog found running at large contrary to the provisions of the division, and to impound any such dog in the local animal shelter, or other suitable place. In the event no such suitable place is available, such dog may be removed to any private animal hospital or veterinary clinic or animal shelter that will take possession of such dog under such agreement as may be made with the city. Notwithstanding the above provisions in this section, any dog found running at large and not having any identification that such dog has been vaccinated for rabies, and any dog noticeably infected with rabies or other dangerous disease, and any dog displaying any dangerous or vicious propensities as defined in this division, which cannot reasonably and safely be apprehended and impounded, may be slain by any police officer or animal officer as provided in this division.
- (b) The police officer, animal officer, or other person as may be designated by the city council, upon receiving any dog apprehended under this section and impounded shall make a complete registry, entering the date, time, and place of taking, the breed, color, marking, and sex of such dog, and, if known, or if it can be determined from any metal tag attached to any collared dog, the serial number of the vaccination for rabies and the year in which such dog was vaccinated, and, if known, the name and address of the owner, keeper, or harbinger of such dog. Vaccinated dogs shall be separated from unvaccinated. Additionally, the police officer, animal control officer, or any other person designated by the city to enforce these provisions shall scan impounded dogs for the presence of a microchip and shall make reasonable efforts to notify the owner of any dog with a microchip or with any other form of identification that the dog has been impounded and inform such owner of the procedure and conditions for redeeming the dog.
- (c) The police officer, animal officer, or other person as may be designated by the city council may seize or caused to be seized any dog whose owner, keeper, or harbinger is found to be in violation of any part of this division, and shall impound or cause to be impounded such dog in a designated shelter. An impounded dog is a dog which is three (3) months of age or older or a dog which is tagged or microchipped and shall be held for a period not to exceed five (5) days, and if reasonable corrections are not made by the owner, keeper, or harbinger of the dog so that the owner, keeper, or harbinger is no longer in violation of this division, then the dog shall be released to the local animal shelter. Dogs which are under three (3) months of age or are not properly

tagged or microchipped shall be released to the local animal shelter upon delivery to the shelter. The animal officer shall designate to the owner, keeper, or harbinger of the dog what corrective action is required to be in compliance with this division. Thereupon, the impounded dog may be reclaimed within five (5) days of impoundment upon payment of the costs incurred in confining and keeping of such dog during impoundment, payment of the cost of inserting a microchip in the dog and where applicable, payment of the cost of spaying or neutering the dog and upon showing proof of current rabies vaccination. All dogs shall be microchipped prior to being returned to an owner or released for adoption. Dogs impounded for a second or subsequent time shall be spayed or neutered prior being returned to an owner or released for adoption. The cost of inserting a microchip and the cost of spaying or neutering shall not exceed the actual reasonable cost incurred by the Humane Society of South Mississippi, its authorized agents, or any other agency authorized by law to perform these procedures.

- (d) A police dog commissioned by a recognized law enforcement agency with a current rabies vaccination who bites in the line of duty shall be exempt from confinement under this section and shall be allowed to continue in a working capacity.

WHEREAS, amendments to this Section and its provisions are needed as part of an effort to attempt to curtail the increase in number of specific types or breeds of dogs that are being impounded within the City and coming into contact or under control of the local animal shelter and that the following proposed amendments are therefore found to be in furtherance of the public health, safety, and welfare of citizens within the City, with proposed amendments identified in bold, italicized, and underlined:

Sec. 7-118. - Impoundment; registry and notice to owner.

- (a) It shall be the duty of every police officer and animal officer of the city, or other person designated by the city council, to apprehend any dog found running at large contrary to the provisions of the division, and to impound any such dog in the local animal shelter, or other suitable place. In the event no such suitable place is available, such dog may be removed to any private animal hospital or veterinary clinic or animal shelter that will take possession of such dog under such agreement as may be made with the city. Notwithstanding the above provisions in this section, any dog found running at large and not having any identification that such dog has been vaccinated for rabies, and any dog noticeably infected with rabies or other dangerous disease, and any dog displaying any dangerous or vicious propensities as defined in this division, which cannot reasonably and safely be apprehended and impounded, may be slain by any police officer or animal officer as provided in this division.
- (b) The police officer, animal officer, or other person as may be designated by the city council, upon receiving any dog apprehended under this section and impounded shall make a complete registry, entering the date, time, and place of taking, the breed, color, marking, and sex of such dog, and, if known, or if it can be determined from any metal tag attached to any collared dog, the serial number of the vaccination for rabies and the year in which such dog was vaccinated, and, if known, the name and address of the owner, keeper, or harbinger of such dog. Vaccinated dogs shall be separated from unvaccinated. Additionally, the police officer, animal control officer, or any other person designated by the city to enforce these provisions shall scan impounded dogs for the presence of a microchip and shall make reasonable efforts to notify the

owner of any dog with a microchip or with any other form of identification that the dog has been impounded and inform such owner of the procedure and conditions for redeeming the dog.

- (c) (1) The police officer, animal officer, or other person as may be designated by the city council may seize or caused to be seized any dog whose owner, keeper, or harbinger is found to be in violation of any part of this division, and shall impound or cause to be impounded such dog in a designated shelter. An impounded dog is a dog which is three (3) months of age or older or a dog which is tagged or microchipped and shall be held for a period not to exceed five (5) days, and if reasonable corrections are not made by the owner, keeper, or harbinger of the dog so that the owner, keeper, or harbinger is no longer in violation of this division, then the dog shall be released to the local animal shelter. Dogs which are under three (3) months of age or are not properly tagged or microchipped shall be released to the local animal shelter upon delivery to the shelter. The animal officer shall designate to the owner, keeper, or harbinger of the dog what corrective action is required to be in compliance with this division. Thereupon, the impounded dog may be reclaimed within five (5) days of impoundment upon payment of the costs incurred in confining and keeping of such dog during impoundment, payment of the cost of inserting a microchip in the dog and where applicable, payment of the cost of spaying or neutering the dog and upon showing proof of current rabies vaccination. All dogs shall be microchipped prior to being returned to an owner or released for adoption. Dogs impounded for a second or subsequent time shall be spayed or neutered prior being returned to an owner or released for adoption. The cost of inserting a microchip and the cost of spaying or neutering shall not exceed the actual reasonable cost incurred by the Humane Society of South Mississippi, its authorized agents, or any other agency authorized by law to perform these procedures.
- (2) Notwithstanding the above provisions in Section (c)(1), any impounded dog in the category of "Pit Bull," which is defined herein as any dog that is an American Pitbull Terrier, American Stratfordshire Terrier, Stratfordshire Bull Terrier, or any dog displaying the majority of physical traits of any one or more of the above breeds (more so than any other breeds), or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds, shall be subject to enforcement of specific additional provisions as follows:
- (a) Any impounded dog that is determined and documented to be a "Pit Bull" without an identification tag or microchip shall be released to the local animal shelter and be available immediately for adoption.
- (b) Any impounded dog that is determined and documented to be a Pit Bull that weighs over 20 lbs upon initially entering the local animal shelter, and which does not have an identification tag or microchip, shall be required to be spayed or neutered prior to being returned to an owner or released for adoption.
- (d) A police dog commissioned by a recognized law enforcement agency with a current rabies vaccination who bites in the line of duty shall be exempt from confinement under this section and shall be allowed to continue in a working capacity.

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 7, Article III of the Code of Ordinances of the City of Gulfport, Mississippi, should be, and hereby is, amended to now read as follows, with additions noted in bold and underlined and deletions stricken through and in bold and underlined:

Sec. 7-118. - Impoundment; registry and notice to owner.

- (a) It shall be the duty of every police officer and animal officer of the city, or other person designated by the city council, to apprehend any dog found running at large contrary to the provisions of the division, and to impound any such dog in the local animal shelter, or other suitable place. In the event no such suitable place is available, such dog may be removed to any private animal hospital or veterinary clinic or animal shelter that will take possession of such dog under such agreement as may be made with the city. Notwithstanding the above provisions in this section, any dog found running at large and not having any identification that such dog has been vaccinated for rabies, and any dog noticeably infected with rabies or other dangerous disease, and any dog displaying any dangerous or vicious propensities as defined in this division, which cannot reasonably and safely be apprehended and impounded, may be slain by any police officer or animal officer as provided in this division.
- (b) The police officer, animal officer, or other person as may be designated by the city council, upon receiving any dog apprehended under this section and impounded shall make a complete registry, entering the date, time, and place of taking, the breed, color, marking, and sex of such dog, and, if known, or if it can be determined from any metal tag attached to any collared dog, the serial number of the vaccination for rabies and the year in which such dog was vaccinated, and, if known, the name and address of the owner, keeper, or harbinger of such dog. Vaccinated dogs shall be separated from unvaccinated. Additionally, the police officer, animal control officer, or any other person designated by the city to enforce these provisions shall scan impounded dogs for the presence of a microchip and shall make reasonable efforts to notify the owner of any dog with a microchip or with any other form of identification that the dog has been impounded and inform such owner of the procedure and conditions for redeeming the dog.
- (c) (1) The police officer, animal officer, or other person as may be designated by the city council may seize or caused to be seized any dog whose owner, keeper, or harbinger is found to be in violation of any part of this division, and shall impound or cause to be impounded such dog in a designated shelter. An impounded dog is a dog which is three (3) months of age or older or a dog which is tagged or microchipped and shall be held for a period not to exceed five (5) days, and if reasonable corrections are not made by the owner, keeper, or harbinger of the dog so that the owner, keeper, or harbinger is no longer in violation of this division, then the dog shall be released to the local animal shelter. Dogs which are under three (3) months of age or are not properly tagged or microchipped shall be released to the local animal shelter upon delivery to the shelter. The animal officer shall designate to the owner, keeper, or harbinger of the dog what corrective action is required to be in compliance with this division. Thereupon, the impounded dog may be reclaimed within five (5) days of impoundment upon payment of the costs incurred in confining and keeping of such dog during impoundment, payment of the cost of inserting a microchip in the dog and where applicable, payment of the cost of spaying or neutering the dog and upon showing proof of current rabies vaccination. All dogs shall be microchipped prior to being returned to an owner or

released for adoption. Dogs impounded for a second or subsequent time shall be spayed or neutered prior being returned to an owner or released for adoption. The cost of inserting a microchip and the cost of spaying or neutering shall not exceed the actual reasonable cost incurred by the Humane Society of South Mississippi, its authorized agents, or any other agency authorized by law to perform these procedures.

- (2) Notwithstanding the above provisions in Section (c)(1), any impounded dog in the category of “Pit Bull,” which is defined herein as any dog that is an American Pitbull Terrier, American Stratfordshire Terrier, Stratfordshire Bull Terrier, or any dog displaying the majority of physical traits of any one or more of the above breeds (more so than any other breeds), or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds, shall be subject to enforcement of specific additional provisions as follows:
- (a) Any impounded dog that is determined and documented to be a “Pit Bull” without an identification tag or microchip shall be released to the local animal shelter and be available immediately for adoption.
- (b) Any impounded dog that is determined and documented to be a Pit Bull that weighs over 20 lbs upon initially entering the local animal shelter, and which does not have an identification tag or microchip, shall be required to be spayed or neutered prior to being returned to an owner or released for adoption.
- (d) A police dog commissioned by a recognized law enforcement agency with a current rabies vaccination who bites in the line of duty shall be exempt from confinement under this section and shall be allowed to continue in a working capacity.

SECTION 3. All provisions of Chapter 7, Article III 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 peace, health and safety, this Ordinance shall be in full force and become effective immediately upon its passage by unanimous vote and enactment according to law and shall be spread on the minutes of the Gulfport City Council. The Ordinance shall be published according to law and for failure to pass unanimously, shall take effect thirty (30) days after the date of passage.

SECTION 5. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance amends Section 7-118 in Chapter 7, Article III in the City of Gulfport’s Code of Ordinances associated with the City’s Animal Control Ordinance with respect to ‘pit bull’ dogs. 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



Memorandum – City of Gulfport

PUBLIC WORKS AND ENGINEERING

To: Mayor and Members of the City Council

CC: Leonard Papania, CAO
Todd Harman, CPA, Director of Finance
Jeremy Harrison, P.E., Assistant City Engineer
Tyler Gentry, Assistant Director of Public Works - Operations
Legal Department

From: Wayne E. Miller, P.E., Director of Public Works and Engineering

Date: 12/8/2022

Re: Request for Approval of Annual Services Contract for Bluebeam Plan Review Software
- ATG, USA

The Department of Public Works is requesting approval of the attached annual services contract in order to acquire Bluebeam software. The Departments of Public Works and Urban Development are working to streamline the plan review process for all city departments, which has led us to the hosted solution of Bluebeam.

Bluebeam is a plan review software that allows all parties involved to collaborate through a cloud-based system from anywhere in real time. This will have everyone who reviews plans working in the same system and following the same process, allowing us to gather annotations, documents and comments in one place which can then be easily transferred into MUNIS. This improved process will help to eliminate potential errors/miscommunications and improve efficiency, thus cutting down on plan review time.

The attached proposal lists annual services at \$10,000.00 (\$400.00 per user for 25 users) and training for the software at \$4,200.00 (3 classes at \$1,400.00 per class, with 10 attendees per class), totaling \$14,200.00 this year; the annual renewal each forthcoming year will be \$10,000.00 unless the number of users changes. The funds for this purchase are currently available in the Public Works (313) Memberships and Subscriptions account.

I recommend approval of this contract with ATG, USA for Bluebeam.

Attachments: 1) Bluebeam Terms and Conditions
2) Proposal for Services Contract

Technology Solution Proposal for City Of Gulfport

Proposal Number: QUO-169133-L5C7P3

Proposal Date: 12/5/2022

Proposal Expiration: 12/15/2022

Prepared for: Kaitlyn Klingenberger

Thank you for allowing ATG USA the opportunity to recommend a software and service solution for your company. ATG USA is recognized as the most progressive partner in the industry. We offer our customers comprehensive technology solutions that help make them more profitable and competitive in their marketplace by leveraging technology and best in class business practices.

<https://www.bluebeam.com/legal/terms-of-use/>

* All ATG customers receive free unlimited user technical support. There are no other "Start-up Costs" associated with your Bluebeam order outside of the licensing itself. If you require any integrations with other 3rd party software, you will need to add Studio Prime to this quote which is \$2,340. Such integrations can include: Tyler/EnerGov eReviews. Google Drive, OneDrive, Procore, and more.

* Training is highly recommended. We can accommodate up to 10 students per class. Each Essentials class is 8 hours in length which we break up into two half-day sessions. Please review the ATG Course Outline for Bluebeam Essentials training for more information on the class.

* Once your order is processed, you'll have access to your admin portal and be able to start using your software within 24 hours.

* PLEASE NOTE: No Bluebeam orders can be placed between 12/16/2022 and 1/2/2023

Description	Qty.	SRP Each	Extended
Bluebeam Complete New User, Annual Subscription	25	\$400.00	\$10,000.00
Bluebeam Essentials Training Duration: 8 Hours # of Students: Max 10 per class Dates: TBD Location: Remote (MS Teams) unless on-site is requested. Additional Travel & Expenses will be associated with any on-site training.	3	\$1,400.00	\$4,200.00
SRP Total:			\$14,200.00
ATG Proposal:			\$14,200.00
Sub Total:			\$14,200.00
Sales Tax:			\$0.00
Shipping:			\$0.00
Total:			\$14,200.00

If this proposal does not contain a line item for a media kit, your software will be delivered electronically.

Prices will remain valid through 5:00 PM CST of the above expiration date. Unless otherwise approved, all terms are prepaid.

Autodesk software returns are accepted based upon prior approval from Autodesk, Inc. Return request must not exceed 30 days from original order date. Services and subscription are not returnable items.

Your signature below confirms your acceptance of quote **QUO-169133-L5C7P3** totaling **\$14,200.00**.

You can pay for your quote by clicking the Pay Here link below. All orders paid for with a credit card will incur a 3% fee.

<https://payments.atgusa.com/Payment?doc=QUO-169133-L5C7P3>

If your quote contains items to be shipped, the following address is where they will be sent. If this is the incorrect address, please provide the correct address before signing the proposal. Customer will be responsible for additional shipping charges incurred from address changes once the item has been shipped.

Shipping Address

CITY OF GULFPOR

Attention: Kaitlyn Klingenberger

4050 Hewes Ave

Gulfport, MS 39507-3903

Sincerely,

Jerry Bond
Account Executive

Signature of Acceptance:

Date



Bluebeam's General Services and Software Terms of Use

As of September 9, 2022

[Archived Agreements](#)

IMPORTANT—READ CAREFULLY PRIOR TO PURCHASING BLUEBEAM'S SERVICES AND/OR SOFTWARE.

THESE GENERAL TERMS AND CONDITIONS OF USE ("GENERAL TERMS"), ALL APPLICABLE ADDITIONAL TERMS, AND THE ORDER REGARDLESS OF FORM (COLLECTIVELY, "TERMS") CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND BLUEBEAM ("BLUEBEAM" OR "WE" OR "OUR"). THE "ORDER" IS ANY METHOD THROUGH WHICH YOU ORDER SERVICES AND SOFTWARE FROM BLUEBEAM AND INCLUDES, BUT IS NOT LIMITED TO A QUOTE, ORDER FORM, PROPOSAL, STATEMENT OF WORK, ONLINE TRANSACTION, OR VERBAL ORDER PLACED TELEPHONICALLY. YOU ALSO INCLUDES VARIATIONS OF THE TERM SUCH AS YOUR AND YOURS. BY ACCEPTING THESE TERMS, WHETHER BY CHECKING A BOX ONLINE, EXECUTING AN ORDER, OR USING THE SERVICES OR SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND ACCEPT THE TERMS ON BEHALF OF YOURSELF OR THE COMPANY OR OTHER LEGAL ENTITY FOR WHICH YOU ARE PURCHASING ("ENTITY"), WHICHEVER IS APPLICABLE.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, YOU REPRESENT THAT YOU HAVE THE POWER AND AUTHORITY TO BIND SUCH ENTITY. IN THIS CASE THE TERM "YOU" OR YOUR SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY OR DO NOT AGREE TO THESE TERMS DO NOT PURCHASE, DOWNLOAD, INSTALL, OR OTHERWISE USE THE SOFTWARE OR SERVICES.

The General Terms govern Your use of Bluebeam's websites, support services, training services, and consulting services (the "Services") and any Bluebeam software applications purchased by You, whether provided as part of the Services, made available for download, or software as a service accessed via the internet (the "Software"), and any other content or other materials that Bluebeam makes available to You or that You may license from Bluebeam. If You have entered into another negotiated agreement with Bluebeam for Services or Software that references the Terms, then that negotiated agreement will control where it conflicts with these Terms.

Additional Terms

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the Order shall govern. If there is a conflict between the General Terms and the Additional Terms, the Additional Terms govern in regard to those particular Services and/or Software only. If there is conflict between the Terms and agreements published in the Software, these Terms govern and supersede the agreement in the Software in its entirety. All capitalized terms not otherwise defined herein shall have the meaning given in the below Additional Terms.

[Bluebeam Products and Services Addendum](#)

[Bluebeam Privacy Policy](#)

[Bluebeam Data Processing Addendum](#)

[Code of Conduct](#)

1. Intellectual Property Notice and Reservation of Rights

You acknowledge and agree that the Services and Software provide a right of use, right of access or are licensed, not sold. For clarity, all references in the terms to “sale”, “selling” or “purchase” of the Services and/or Software means the sale and/or purchase of a right of use, right of access, or a license to the Services and/or Software as further described in the Bluebeam Products and Services Addendum or other applicable document. Nothing in the Terms, nor Your use of the Services or Software, shall constitute a sale or transfer of any copyright, trademark, trade dress, trade secret rights, moral right, patent (whether pending or issued) or trade secret right in or to the Services or Software (collectively the “Intellectual Property Rights”).

1.1. Services and Software. All right, title and interest in and to the Intellectual Property Rights of the Services and Software not expressly granted in the Terms are reserved by Bluebeam. Documentation, training materials, and specifications for the Services provided or Software licensed or subscribed to by You (“Documentation”) are protected by patent, copyright and/or other intellectual property laws of the United States, other countries and by international treaty provisions. You agree to take no actions that would interfere with Bluebeam’s Intellectual Property Rights.

1.2. Open Source. The Services and Software may contain open source software or other third-party software or content. The license terms for open source software and information on obtaining access to the source code to which You may be entitled under the applicable open source licenses will be provided upon request.

1.3. Your Content. All right, title, and interest in and to the Intellectual Property Rights of electronic data or information submitted to Bluebeam by You while using a Service or Software (“Your Content”) shall be retained by You and may be protected by applicable copyright or other intellectual property laws. Bluebeam will not access, view, or download Your Content, except as reasonably necessary to perform, maintain, or improve the Services or the Software, including without limitation: (a) to identify, investigate, respond to or resolve technical support inquiries and problems with the Services; (b) to conform to any



provide access to Services and Software functions. Your Content accessed by Bluebeam will be kept confidential and handled according to applicable laws and regulations. You acknowledge that Bluebeam's technical and support teams are located throughout the world and that certain Services may require access of Your Content from Bluebeam's personnel located outside of your country of residence. You provide Bluebeam a limited license to access, use, transmit and store Your Content only for the purpose of maintaining, supporting, and improving the Services and Software or removing Your content due to a breach of these Terms. Subject to the limited licenses granted herein, Bluebeam acquires no right, title or interest from You under these Terms in Your Content.

1.4. Suggestions. If You provide Bluebeam with any suggested improvements to the Services or Software, then that suggestion is provided "as is" and unrestricted. No suggestion will be deemed the Confidential Information of You. You grant Bluebeam a nonexclusive, perpetual, irrevocable, royalty free, worldwide license, with rights to transfer, sublicense, sell, use, reproduce, display, and make derivative works of such suggestions.

1.5. Restrictions. Except where Bluebeam is required to permit such activity under the terms of an applicable open source license or applicable law or as provided in the Terms, ***You may not and are restricted from the following in regard to Bluebeam's Intellectual Property Rights, Services, and Software:***

1.5.1. Use any software, hardware or other services (i) to bypass any of the terms, conditions or restrictions set forth herein or any application technology restrictions; or (ii) to modify the number of devices, users or seats that access or utilize the Services or Software outside of the validly licensed number of each, including for purposes of "multiplexing," "pooling," or "virtualization" (i.e., the validly licensed devices, users or seats must equal the number of distinct inputs to the multiplexing or pooling software or hardware "front end");

1.5.2. Modify or create any derivative works based on Bluebeam's Intellectual Property Rights, including customization, translation, or localization of Software; (ii) Bluebeam training or consulting materials; or (iii) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of the Services or Software, or in any way ascertain, decipher, or obtain the communications protocols for accessing the Services or Software, or the underlying ideas or algorithms (e.g., in an effort to develop other applications or services that provide similar or substitute or complimentary functionality to the Services or Software), except where such activity is permitted by applicable law;

1.5.3. Redistribute, encumber, sell, resell, rent, lease, sublicense, loan, assign, commercialize or otherwise transfer rights to the Services or Software or make any similar commercial use of the Services or Software, except where such activity is permitted by applicable law. Each license or right of access is unique to You and may not be resold in any manner to third parties unless expressly authorized by Bluebeam;

1.5.4. Benefit from the Services or Software via a facility management, timesharing, services bureau or other arrangement or allow a third party (including, without limitation, parent, affiliates, subsidiaries, employees or



labels; or

1.5.6. Use the Software in an attempt to or in conjunction with, any device, program or services designed to circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by the copyright laws of any jurisdiction.

2. The Basics

2.1. User ID.

To use Bluebeam's Software, You will be required to sign up for an account and select a password and user-name ("User ID"). A User ID may also be created by Your administrator. If You are using a User ID assigned by an administrator, different or additional terms may apply and the administrator may be able to access or disable Your User ID. You promise to provide Bluebeam with accurate, complete, and updated registration information about Yourself. You may not select as Your User ID a name that You don't have the right to use, or another person's name with the intent to impersonate that person, or create a generic User ID not assigned to an Authorized User as further described in the Product and Services Addendum. Some Software may require additional accounts to access and are governed by these Terms. Each will have a User ID.

You are solely responsible for any and all activity that occurs under Your User ID. Bluebeam shall have no responsibility with regard to the use, disclosure, or management of Your User ID, information or any content accessed, uploaded, processed or exchanged through Your User ID. You are responsible for (a) keeping Your User ID information confidential; (b) promptly notifying Bluebeam of any suspected or unauthorized use of Your User ID; (c) disclosure of Your password to any third person/party; and (d) protecting the security of Your account.

All users (including, without limitation, customers, potential customers, end-users, and visitors to Bluebeam's websites and events) are required to comply with the following Acceptable Use Policy to protect Bluebeam and its customers from illegal, irresponsible, or disruptive activities.

2.2. Acceptable Use Policy.

All users of Bluebeam's Services and Software must abide by Bluebeam's Acceptable Use Policy. When using Bluebeam's Services and Software, You agree that neither You nor any of Your users will not (and You will not encourage, create or facilitate the ability of other users or third parties to):

2.2.1. upload, post, store or otherwise transmit any documents (regardless of format, pdf, Word, Excel, text, etc.), images (regardless of format, jpeg, tiff, gif, etc.), files or personal information that violates, misappropriates, or infringes, in any way, upon the rights of others, which is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, obscene, profane, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, or which encourages conduct that would constitute a criminal offense, or otherwise violate any law;



- 2.2.3. abuse, stalk, defraud or otherwise harass or disparage any person or entity, including Bluebeam or any Bluebeam employee, or advocate prejudice or hatred against any person or entity based on their race, religion, ethnicity, sex, gender identify, sexual preference, disability or impairment;
- 2.2.4. upload, post, store or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, chain letters, pyramid schemes or other forms of solicitation;
- 2.2.5. send altered, deceptive or false source-identifying information, including spoofing and phishing;
- 2.2.6. upload, post, store or otherwise transmit any content of any kind that contain software viruses, malicious code, harmful materials, or any other computer code or programs designed to interrupt, destroy or limit the functionality of any software or hardware, including without limitation the Services and Software;
- 2.2.7. interfere or attempt to interfere in any manner with the proper working of Bluebeam's Services or Software, including without limitation, breach or otherwise circumvent any security or authentication measures;
- 2.2.8. probe, scan or test the vulnerability of Bluebeam's products or services;
- 2.2.9. violate any applicable local, state, national or international law, including without limitation all applicable export laws and regulations or intellectual property laws;
- 2.2.10. circumvent or render ineffective any geographical restrictions, including IP address-based restrictions;
- 2.2.11. sell, lease, rent, redistribute, or sublicense access to or use Bluebeam's Services or Software unless authorized in writing by Bluebeam to do so; or
- 2.2.12. permit any person or entity to use Bluebeam's Services or Software to access, upload, generate, or maintain files, metadata or personal information of any kind in violation of any of Bluebeam's Terms or any applicable law.

Notwithstanding Bluebeam's Acceptable Use Policy, as a user of the internet (including Bluebeam's Software and Services), You undertake such activities at Your own risk while acknowledging that there are known and unanticipated risks associated with the internet. Bluebeam assumes no liability for the actions of its users or the content they may post or communicate.

3. Does Bluebeam Offer Trials and Beta Test of its Services and Software

Yes, Bluebeam does offer trials for some Services and Software and may also offer You an opportunity to participate in beta tests for new products or releases in the future. Such trials and beta tests will be

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4. Privacy, Non-personal data, and Security

Your privacy is important to us. For more information about how we collect, use, share or otherwise process Personal Data as a “controller”, please see Our [Privacy Policy](#). When acting as a “processor” for Your Personal Data, the Data Processing Addendum found [here](#) will apply and is integrated into these Terms by this reference.

To provide the Services and Software, Bluebeam collects, transmits, stores, and uses Personal Data and Non-personal data to deliver, improve, and administer the Services and Software. “Personal Data” means any information relating to an identified or identifiable natural person which may be used to identify such person and includes information referred to as “personally identifiable information” or “personal information” under applicable data privacy laws, rules or regulations. It does not include categories of sensitive personal information. Non-personal information excludes Personal Data but includes information and data that by itself does not identify You or another individual and can be generated by use of the Services and Software, use of Our website, or other online activity. Together, Personal Data and Non-personal Information comprise “Your Data”. Since Bluebeam Services and Software are not designed for sensitive personal data such as social security numbers, Personal Data of minors, or credit cards, You agree not to upload such data to Bluebeam’s systems.

Your Data is used to provide transactional information to You, information about updates and upgrades to the Services or Software, respond to inquiries and collect feedback, verifying compliance with the Terms including user validation via the internet, to analyze bugs, error reports or logs, and/or to improve, understand, or monitor the Services or Software by itself or through its selected vendors. You expressly provide Bluebeam a license to Your Data for these purposes.

Bluebeam shall establish and maintain administrative, physical and technical safeguards designed to guard against the destruction, loss, or alteration of Your Data and Your Content to the extent it is stored within Bluebeam systems. Without limiting the foregoing, Bluebeam shall at all times in connection with this Agreement: (i) maintain and enforce an information security program including administrative, physical and technical security policies and procedures with respect to its processing of Your Data and Your Content consistent with commercially reasonable industry practices and standards and the Terms; (ii) provide technical and organizational safeguards designed to protect against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, transfer, commingling or processing of such information and ensure a level of security appropriate to the risks presented by the processing of such information and the nature of such information, consistent with commercially reasonable industry practice and standards; (iii) take commercially reasonable measures to secure the Software against “hackers” and others who may seek, without authorization, to disrupt, damage, modify, access or otherwise use the Services or Software or the information found therein; and (iv) take commercially reasonable measures to logically separate Your Data from that of other customers. Bluebeam shall periodically test and continuously monitor its systems for potential areas where security could be breached and shall also periodically conduct security testing, including penetration testing. Bluebeam shall be solely responsible for its information



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or technical safeguards implemented by Bluebeam for purposes of penetration testing, system assessment or otherwise attempt to probe, scan, or test the vulnerability of any Bluebeam system or network or breach any security or authentication measures.

Bluebeam will require any third-party service providers used to provide the Services or Software to implement and maintain commercially reasonable and appropriate technical, administrative, and physical safeguards for protection of the security, confidentiality and integrity of Your Data. The safeguards will include, but not be limited to, measures designed to prevent unauthorized access to or disclosure of Your Data. Bluebeam shall neither sell Your Data or Your Content nor use either for any purpose other than as described in the Terms.

Your use of third-party software or applications or Your integration of such software or applications with Bluebeam's Services and Software ("Third-Party Applications") may result in Your Data or Your Content being transferred to such third party. Bluebeam is not responsible for the performance or security practices of such Third-Party Applications. You agree to hold Bluebeam harmless for any data or materials including Your Content or Your Data transferred to third parties in connection with Your use of third-party Applications. ANY USE OF THIRD-PARTY APPLICATIONS IS AT YOUR OWN RISK AND UNDER YOUR AGREEMENT WITH THAT THIRD PARTY. BLUEBEAM PROVIDES NO WARRANTY OR INDEMNIFICATION OF ANY KIND RELATED TO SUCH USE.

5. Will The Terms Ever Change?

Yes. The Terms may change for a variety of reasons including, but not limited to, product enhancements, improvements, or applicable law or regulatory changes that affect the Services or Software. You agree that Bluebeam has the right to modify the Terms at any time in its sole discretion. When We do, notice on Bluebeam's Legal page which can be accessed [here](#), sending You an email, providing notice through the Services or Software itself, and/or other means to which you have access are agreed to be acceptable written notice of such modifications.

If You don't agree with the updated Terms, You are free to reject them. Unfortunately, that means You will no longer be able to use the Services or Software. In the event you decide to reject Bluebeam's new Terms, You must (i) provide Bluebeam written notice of termination, (ii) remove Your Content by the termination date; (iii) cancel Your User ID; and (iv) discontinue all access and use of the Services and Software as further described in Section 8.4.3.1 in the Term and Termination section below. If You continue to use the Services or Software after a change to the Terms is effective, that means You agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both You and Bluebeam.

6. Will Bluebeam Change its Services?



Software in its sole discretion. Bluebeam will try to give notice when we make a material change that would adversely affect You, but this isn't always practical. Similarly, we reserve the right to remove features, functionality, or decommission the Services or Software in compliance with Bluebeam's end of life policies.

7. Is Bluebeam Software Available Via a Mobile App

Bluebeam may offer certain Services and Software via mobile applications (for iOS and Android). Mobile applications may include content, services, data, technology and other digital materials and functions. Functionality, technical limitations and technical protection measures, if any, can be found in the respective application description. The Terms also apply to the legal relationships between You and Bluebeam regarding Services provided by Bluebeam via mobile applications for mobile devices including any additional terms of use provided at download. The mobile applications are provided in cooperation with third parties, or so-called "application providers", such as an app store which may require acceptance of terms applicable to their platform. Mobile applications can only be used after agreeing to the Terms and payment of any applicable fees, if any. Download and use of a mobile application indicates Your agreement to the Terms.

8. What else do I need to know?

8.1. Fees and Payments. Unless otherwise mutually agreed in writing, payment terms to purchase Bluebeam Services and Software are as follows:

8.1.1. You agree to provide Bluebeam with complete and accurate billing contact information including a valid email address.

8.1.2. Services or Software Purchases.

8.1.2.1. When Services or Software are purchased directly from Bluebeam, You agree to pay Bluebeam the fees specified in the applicable Order at purchase if required, or if by invoice, within thirty (30) days of the invoice date. Additional Services or Software may be purchased and added to Your account at any time. Unless otherwise agreed in writing by the parties, promotional or discounted pricing is one-time. New purchases or renewals of Services or Software shall be at the applicable fee in effect on the date of such new purchases.

8.1.2.2. If purchased through a Bluebeam authorized reseller (a "Reseller"), You agree to pay Reseller such fees as mutually agreed upon between You and Reseller. You further acknowledge and agree that Reseller has no authority to bind Bluebeam, modify the Terms, or provide any warranty or other commitment or obligation on behalf of Bluebeam.

8.1.3. If You provide credit card information to Bluebeam for payment, You authorize Bluebeam to charge such credit card for all purchased Services and Software listed in the applicable Order and amounts due for any Renewal Term(s). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order.

8.1.4. Fees are only refundable if an Order is terminated in accordance with Term and Termination sections 8.4.3.1 or 8.4.3.2 below. Except as provided in the cited sections or elsewhere in the Terms, Fees due



Bluebeam may suspend access to the Services and Software, without liability, until such amounts are paid in full.

8.1.6. Fees invoiced pursuant to these Terms, are subject to and may not be reduced to account for, any taxes, which may include local, state, provincial, federal or foreign taxes, withholding taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added taxes, excise, use, goods and services taxes, consumption taxes or similar taxes (collectively "Taxes"). You shall pay all Taxes imposed on the Services or Software provided under these Terms. If Bluebeam has a legal obligation to pay or collect Taxes for which You are responsible, the appropriate amount will be computed and invoiced to and paid by You, unless You provide Bluebeam with a valid tax exemption certificate authorized by the appropriate taxing authority.

8.2. Audit.

Services and Software are subject to the limits specified in the applicable Order, the Terms or the applicable Documentation. If You exceed specified limits, Bluebeam may choose to work with You in its sole discretion to reduce Your usage or it may suspend access to the Services or Software until such usage conforms to agreed limits. If, notwithstanding Bluebeam's efforts, You are unable or unwilling to abide by a limit, You will execute an Order for additional quantities of the applicable Services or Software promptly upon Bluebeam's request, and/or pay any invoice issued by Bluebeam for excess of the limits to bring Your usage into conformance.

8.3. Confidentiality.

8.3.1. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and/or the circumstances of disclosure, including, without limitation, the terms and conditions of the Order (including pricing), business and marketing plans; training materials and consulting advice; technology and technical information, including security information, Your Data, Your Content; product plans and designs, and business processes. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party under these Terms, (ii) was rightfully known to the Recipient prior to its disclosure by the Disclosing Party, (iii) is rightfully received by the Recipient from a third party, or (iv) was independently developed by the Recipient without use of or reference to Confidential Information of the Disclosing Party. If applicable, Bluebeam's obligations with respect to Personal Data is outlined in its Privacy Policy and Data Processing Addendum.

8.3.2. Recipient expressly agrees (i) to hold the Confidential Information of the Disclosing Party in strict confidence and to take all reasonable precautions to protect the confidentiality of the Confidential Information (including, without limitation, all precautions Recipient employs with respect to its own confidential information and materials of a similar nature); (ii) to refrain from using the Confidential Information other than in furtherance of these terms or as otherwise authorized in writing by the Disclosing Party; (iii) that it will not disclose, publish or otherwise reveal any Confidential Information (including any



restrictive than the terms in this section; and (iv) to make reasonable efforts not to mingle the Disclosing Party's Confidential Information with any information of Recipient, however, any such mingling shall not affect the confidential nature or ownership of the same.

8.3.3. The Recipient will protect the other party's Confidential Information with the same degree of care as it uses to protect its own Confidential Information. Nothing in these Terms will prevent the Recipient from disclosing the Confidential Information pursuant to any judicial or governmental order or as otherwise required by law, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure unless such notice is prohibited by applicable law.

8.4. Term and Termination.

8.4.1. Term. These Terms are effective as of the date they are first accepted by You by any means including, but not limited to, clicking a box, executing an Order, or using the Services or Software (the "Effective Date") and shall continue until all applicable subscriptions have expired as provided below, professional services have been delivered or until terminated by Bluebeam or You as provided herein (the "Term").

8.4.2. Subscriptions. Except as otherwise specified in the Additional Terms or a written and mutually executed agreement, subscriptions to Bluebeam Software are for one (1) year ("Initial Term") and will automatically renew for additional one year terms (each a "Renewal Term"), unless either party gives the other written notice (email notice is acceptable) of at least thirty (30) days before the end of Initial Term or Renewal Term as applicable.

8.4.3. Termination of Terms.

8.4.3.1. Cause. Either party may terminate the Terms and all related Services and Software for cause (i) upon (30) days written notice to the other party in the event of a material breach of the Terms and provided such breach remains uncured at the expiration of such notice period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

8.4.3.2. Convenience. You may terminate a subscription or license to Software within thirty (30) days of the license or subscription start date and receive a refund if such termination occurs during this thirty (30) day period.

8.4.4. Partial Termination. Either party may be able to terminate a particular Service or Software subscription without terminating all Services or Software Subscriptions by written agreement of the parties.

8.4.5. Effect of Termination. Upon termination, all licenses and/or rights of use in Software, and performance of Services shall cease as of the effective date of termination. Upon "Partial Termination", only the Software or Services terminated shall discontinue upon the effective date of termination and all remaining, unterminated Services and Software shall continue under these Terms. On the effective date of termination, You agree to and shall (i) discontinue use of the Services or Software; (ii) unregister Software from all Devices; (iii) delete and/or destroy all copies of Software including all copies or extracts of the



subscription fees for the affected Services or Software pro-rated for Services delivered or Software used prior to the effective date of termination.. Termination for any other reason is not entitled to a refund or cancellation and will not relieve You of the obligation to pay any fees due to Bluebeam.

8.4.6. Upon Your written request made on or prior to the effective date of termination, Bluebeam shall give You limited access to the terminated Services or Software storing Your Data or Your Content for a period up to thirty (30) days, at no additional cost, solely for purposes of retrieving Your Data and Your Content. After such time, Bluebeam has no obligation to maintain Your Data or Your Content and shall, unless legally prohibited, delete Your Data and Your Content; provided, however, Bluebeam will not be required to remove copies of the same from its backup media and servers until such time as the backup copies are scheduled to be deleted. Downloaded files and data are available in a format determined in Bluebeam's sole discretion.

8.4.7. The following sections shall survive termination or expiration of these Terms: Section 1 "Intellectual Property Rights Notice and Reservation of Rights"; Section 4 "Privacy, Non-personal data, and Security"; Section 8.2 "Audit" for a period of three (3) years; Section 8.3 "Confidentiality"; Section 8.4.6;; Section 8.6 Indemnity; Section 8.6 "Limitation of Liability"; Section 8.12 "Governing Law"; Section 8.13 "Arbitration"; Section 8.1.4. Attorney's fees; and Section 8.1.6 Trade and Export Law".

8.5. Warranties and Disclaimers.

Bluebeam WARRANTS THAT SOFTWARE WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE APPLICABLE DOCUMENTATION AND THAT SERVICES ARE PERFORMED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS. OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS, Software IS PROVIDED "AS IS" AND "AS AVAILABLE" AND YOUR USE OF THE SERVICES AND/OR SOFTWARE IS AT YOUR OWN RISK. BLUEBEAM DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES RELATED TO AVAILABILITY, ACCURACY, NON-INFRINGEMENT, AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW. YOU ASSUME RESPONSIBILITY FOR SELECTING THE SERVICES AND SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE USE THEREOF. BLUEBEAM MAKES NO WARRANTY THAT THE SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS OR THAT THE SERVICES OR SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

8.6. Indemnity

8.6.1. Indemnification by You.

Subject to section 8.6.3 and to the extent permitted under applicable law, You agree to defend, indemnify and hold harmless Bluebeam and its officers, directors, employees, affiliates and agents from and against any third-party claims arising out of or related to any infringement or violation by You of any intellectual property or other right of any person or third party.



8.6.2.1. Subject to section 8.6.3, Bluebeam agrees to defend, indemnify and hold You harmless against any third-party claim arising out of or relating to an allegation that the Services or Software violates, misappropriates or infringes upon any issued patent, copyright, trademark, trade secret or other intellectual property right owned by such third party.

8.6.2.2. The indemnification provided in this section will not apply to any claim to the extent such claims arises from or relates to (a) use of the Services or Software not in accordance with the Documentation (b) any modification, alteration or conversion of the Services or Software not created or approved in writing by Bluebeam, (c) any combination or use of the Services and Software with any computer, hardware, software, Services or data not approved by Bluebeam where the infringement arises out of such combination or use, (d) Bluebeam's compliance with specifications, requirements or requests of You, or (e) Your negligence or willful misconduct.

8.6.3. Indemnity Procedures.

8.6.3.1. The indemnification provided in sections 8.6.1 and 8.6.2 are expressly conditioned upon the indemnitee (i) giving the indemnitor prompt notice in writing of any such third party intellectual property claim or threat thereof; (ii) permitting indemnitor sole control of the defense, through counsel of indemnitor's choice, to defend and/or settle the claim; and (iii) giving indemnitor all reasonably requested information, assistance and authority, at indemnitor's expense, to enable indemnitor to defend or settle such claim. Indemnitee has the right to approve all settlements prior to acceptance in regard to rights or restrictions directly affecting Indemnitee. Indemnitee may participate in the defense of such claim with counsel of indemnitee's choice and at Indemnitee's sole expense.

8.6.3.2. In regard to Bluebeam, if the Services or Software are determined to infringe by the applicable tribunal or court, or Bluebeam reasonably determines that it is likely to infringe, Bluebeam may at its option (a) procure for You the rights to continue access and use of the Services or Software; (b) replace or modify the Services or Software so that it becomes non-infringing without causing a material negative effect on the functionality provided by the infringing version; or (c) if neither (a) or (b) are viable options, remove the infringing part of the Services or Software and provide a pro-rated refund of the fees paid which shall be negotiated in good faith with You considering the materiality of the portions removed.

8.6.3.3. Section 8.6.3.2. states the entire liability and obligation of Bluebeam and the exclusive remedy of You with respect to any claims of infringement relating to or arising out of the Software.

8.7. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL BLUEBEAM OR ITS AFFILIATES, SUPPLIERS OR RESELLERS BE LIABLE TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, WORK



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ANY WAY RELATED TO THE USE OR INABILITY TO USE THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THE TERMS, EVEN IN THE EVENT OF FAULT, NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF WARRANTY BY BLUEBEAM, ITS RESELLERS OR ITS SUPPLIERS, AND EVEN IF BLUEBEAM OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL BLUEBEAM, ITS RESELLERS OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE FEES PAID FOR THE SERVICES AND SOFTWARE HEREUNDER WITHIN THE PRECEDING TWELVE (12) MONTHS FROM THE CLAIM, IF ANY.

8.8. Links and Third Parties.

Some Services and Software allow access to the internet or may contain links to other internet sites or online resources over which Bluebeam has no control. These resources are provided for convenience only and should not be construed as an endorsement by Bluebeam of any content, items, or services on such third-party websites. Your access, viewing and use of internet functionality and website links, including any content, items or services therein, are solely at Your own risk. Bluebeam is not responsible or liable in any way for any internet services, content, advertising, services or goods used or available from such resources.

8.9. Publicity.

Unless You notify Bluebeam in writing to restrict the following, Bluebeam shall be entitled to identify You as a customer of Bluebeam on its websites. You hereby grant Bluebeam a non-exclusive, non-transferable, worldwide, royalty-free license to use Your trademarks, Services marks and trade names ("Marks") in conjunction with the foregoing and in accordance with Your brand guidelines, if any, during the Term. Any other use of Your Marks in any advertising, promotional or sales literature, or in any other form of publicity, news release or other public announcements shall require Your prior written approval.

8.10. Availability.

Bluebeam's websites describing the Services and Software are accessible worldwide; however, not all Services or Software may be available in Your country or in local language.

8.11. English Language.

These Terms have been prepared in American English. In the event of any conflict between the American English language version and any translation of the Terms that may be provided for convenience only, the American English version shall control. All notices to be provided by either party hereto shall be in the English language.

8.12. Bluebeam Contracting Entity, Governing Law.

The Bluebeam entity entering into the Terms with You determines the law that will apply in any dispute arising out of or in connection with the Terms, the Arbitral Body or courts that have jurisdiction over any such

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specified on Your Order, or if purchasing via a Bluebeam website, the localized version of the website (for example, if purchasing from the Bluebeam UK website You are contracting with Bluebeam Limited UK Ltd entity); or if telephonically or otherwise, the Bluebeam entity through which Your purchase is processed.

Bluebeam Entity	Notice Address	Governing Law	Arbitral Body	Venue and Jurisdiction
Bluebeam, Inc.	One McKinney Plaza 3232 McKinney Ave., Ste. 900 Dallas, TX 75204 USA	California and controlling United States Federal Law.	American Arbitration Association Los Angeles, CA, USA	Los Angeles, CA, USA
Bluebeam GmbH	Konrad-Zuse-Platz 1 81829 Munich Germany	Germany	Deutsche Institution für Schiedsgerichtsbarkeit (DIS)	Munich, Germany
Bluebeam AB	Kistagången 12, 164 40 Kista Sweden	Sweden	Arbitration Institute of the Stockholm Chamber of Commerce	Stockholm, Sweden
Bluebeam Limited UK Ltd	20 Eastbourne Terrace, Ste. 5.07 London W2 6LG UK	England	London Court of International Arbitration	London, England
Bluebeam Australia Pty Ltd	310 Edward Street Brisbane QLD 4000	Australia	Australian Centre for International Commercial Arbitration	Brisbane, Australia



8.13. Arbitration.

8.13.1 The parties agree to negotiate in good faith to resolve any disputes arising out of or relating to the Terms (a “Dispute”). All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for all purposes. Each party shall bear its own expenses. Provided negotiations have continued for a period of ninety (90) days and have failed to resolve the Dispute, the Dispute shall be settled by arbitration as follows.

8.13.2. Any Dispute arising out of or relating to the Terms that is not resolved by good faith negotiations shall be settled by arbitration by the Arbitral Body identified in Section 8.13 to the extent allowed by applicable law. The language to be used in the arbitral proceedings shall be English. The parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent of the other parties. Notwithstanding the foregoing, a party shall not be prevented from disclosing such information in order to safeguard in the best possible way his rights vis-à-vis the other parties in connection with the dispute, or if the party is obliged to so disclose pursuant to statute, regulation, a decision by an authority, a stock exchange contract or similar.

8.14. Attorney’s Fees.

To the extent provided under applicable law, if either party employs attorneys to enforce any rights arising out of or relating to these Terms, the prevailing party shall be entitled to recover its reasonable attorneys’ fees, costs, and other expenses. The term “prevailing party” means that party, as plaintiff or defendant, who substantially prevails against the other party. Notwithstanding the foregoing, if a written offer of compromise made by either party is not accepted by the other party within forty-five (45) days after receipt and the party not accepting such offer fails to obtain a more favorable judgment, the non-accepting party shall not be entitled to recover its costs of suit and reasonable attorney’s fees and costs (even if it is the prevailing party) and shall be obligated to pay the costs of suit and reasonable attorney’s fees and costs incurred by the offering party.

8.15. Code of Conduct.

Bluebeam’s commitment to integrity and business conduct is expressed through adoption of Nemetschek’s Group Policies including its Code of Conduct and statement regarding the UK Modern Slavery act which are incorporated into these Terms by this reference and can be found [here](#).



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The Services and Software may be subject to export laws of the United States and other jurisdictions. The parties each represent to the other that it is not on any United States Government denied-party list. You will not permit access to or use of any Services or Software in a United States embargoed country or region or in violation of any United States export law or regulation (currently Cuba, Iran, North Korea, Syria, Crimea, Donetsk, Lubansk, Belarus, and Russia). You shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to the export of the Services or Software from the United States or the transfer of the Services or Software from any other location into another country.

8.17. Federal Government End Use Provisions

If applicable and as provided under U.S. federal law and regulation, Bluebeam provides a pre-existing, commercial Service, including related Software and technology, for federal government end use solely in accordance with these Terms, and provides only the technical data and rights as provided herein. If a government agency has a “need for” rights not conveyed under these Terms, it must negotiate with Bluebeam to determine whether there are acceptable terms for transferring additional rights. A mutually acceptable addendum specifically conveying such rights must be executed by the parties in order to convey such rights beyond those set forth herein.

8.18 Notices

All notices required by the Terms shall be in writing, delivered to the address specified in section 8.12. above and via email to legal@bluebeam.com, and is effective upon receipt or if sent by email after 5pm United States Pacific Time the next business day. Notices to You shall be mailed to the physical address provided and/or emailed to the email address appointed by You, and if none, the email address of the contact provided in the Order.

8.19. Independent Contractor.

Each party is an independent contractor and neither party is, nor shall be considered to be, an agent, employee or representative of the other.

8.20. Non-Assignment.

The Terms are personal to You and may not be assigned, delegated, or otherwise transferred, without Bluebeam’s express written consent which may be withheld, delayed or conditioned in the sole discretion of Bluebeam. Notwithstanding the foregoing, in the event of the sale or transfer of substantially all of Your assets, or a sale, merger or change of control, You may assign any or all rights and obligations contained herein without consent if the assignee agrees in writing to be bound by the Terms; by providing written notice to Bluebeam; and all past due and owed fees are paid in full prior to the assignment. Any attempt to assign Your rights or obligations under these Terms other than as permitted by this section will be void.



8.21. Force Majeure.

Neither party will be liable for any failure or delay in performance under these Terms for causes beyond that party's reasonable control. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused.

8.22. Severability.

If any provision of the Terms is held to be unenforceable or invalid, the enforceability of the remaining provisions shall in no way be affected or impaired thereby but shall remain in full force and effect.

8.23 Waiver

No failure or delay in enforcing any right, power or privilege granted herein will be deemed a waiver unless made in writing and signed by a duly authorized representative of the party providing the waiver. No single waiver will be considered a continuing or subsequent waiver.

8.24. Equitable Relief.

You agree that any breach or alleged breach of the Terms may cause irreparable harm and significant injury to Bluebeam that may be difficult to ascertain and in which a remedy at law would be inadequate. Therefore, You agree that Bluebeam shall have the right to seek and obtain, without the posting of a bond, immediate injunctive relief to enforce the obligations under the Terms in addition to any other rights and remedies it may have.

8.25. Entire Agreement.

The Terms, including all exhibits and addendums hereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior or contemporaneous discussion, understandings, communications, proposals, and agreements, whether written or oral. The parties agree that any term or condition stated in Your purchase order or in any other order documentation You provide, even if signed by both parties (excluding Bluebeam's Order) is void and has no effect, nor creates any modification on these Terms.

8.26. Amendment. The Terms may not be modified, amended or supplemented except in a writing signed by an authorized representative of Bluebeam.



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CHECKR, INC. SERVICES AGREEMENT

This Services Agreement together with any Orders (as defined below) (collectively, the “**Agreement**”) contains the terms and conditions that govern your access to and use of the Platform (as defined below) and is an agreement between Checkr, Inc. (“**Checkr**”) and you or the entity you represent (“**Customer**”, “**You**” or “**Your**”). This Agreement takes effect when You sign below or, if earlier, when You use any of Checkr’s service offerings (the “**Effective Date**”). You represent to us that You are lawfully able to enter into this agreement (e.g., You are not a minor). If You are entering into this Agreement and creating an Account for an entity, such as the company You work for, You represent to us that You have legal authority to bind that entity.

By entering into this Agreement and/or creating an Account, You are certifying that You have direct knowledge of the facts You are certifying to herein and certify and agree to the following:

- You certify that You will order and use the Reports only for (i) employment purposes, as defined by the FCRA, including hiring and promotion decisions, or (ii) the permissible purpose You selected when creating Your Account. Prior to ordering any Reports, you must obtain the Consumer’s written authorization, pursuant to Section 3 of the Agreement, and use reasonable steps to verify that all Consumer personal information transferred to Checkr is accurate and belongs to the Consumer for whom a Report is being requested. You certify that You will notify Checkr immediately if Your permissible purpose change(s) for any reason. You acknowledge and agree that the Reports do not verify a Consumer’s identity on your behalf. You also certify that You are the business type stated in Your Account, have a need for consumer credit information in connection with your stated permissible purpose, and are in compliance with any additional state and local requirements for obtaining and using consumer credit information. Each time You order or access a Report, you reaffirm the certifications in Section 3 of the Agreement. See Section 3 of the Agreement for further requirements.
- While You acknowledge sole responsibility for compliance with any state and/or local regulations that require that a copy of the Report be provided to the Consumer upon request, to the extent the Consumer has requested a copy through Checkr’s Hosted Platform or You have communicated the request to Checkr via API, or otherwise configured Your account to do so, You authorize Checkr to provide on your behalf a copy of the Report to each Consumer about whom You have requested a Report, to the email address provided by the Consumer.
- You acknowledge receipt of and certify that You have reviewed and fully understand the following three statutory notices:

(1) Summary of Your Rights Under the Fair Credit Reporting Act (16 C.F.R. Part 601) located at https://files.consumerfinance.gov/f/documents/bcfc_consumer-rights-summary_2018-09.docx

(2) Remedying the Effects of Identity Theft located at <https://www.consumerfinance.gov/about-us/newsroom/bureau-consumer-financial-protection-issues-updated-fcra-model-disclosures/>

(3) Notice to Users of Consumer Reports (16 C.F.R. Part 601) located at <https://www.gpo.gov/fdsys/pkg/CFR-2012-title12-vol8/pdf/CFR-2012-title12-vol8-part1022-appN.pdf>

You authorize the use of the documents and links above with Your Consumers via the Platform. Unless You elect to utilize the Checkr Hosted Platform, You agree to give Your Consumers the documents and links above when applicable, as well as any statutory notices required by state or local regulations.

- You understand that Your compliance with all applicable Law is solely Your responsibility. Checkr provides account configuration support (package and product setting suggestions, such as MVR filters and fairness settings), as well as a variety of sample forms (disclosures, notifications, and authorizations), and other support materials in order to assist You with Your compliance obligations, however, none of these materials have been prepared specifically for You or on Your behalf. Use of Checkr forms and other materials, whether as part of the Checkr Hosted Platform or elsewhere, means that You certify that You have reviewed, fully understand, have received independent legal advice on the contents and effects of any such configurations or materials as they relate to your legal compliance and/or liability, and You are solely responsible for the adoption and use thereof. Nothing provided to You by Checkr should be construed as legal advice.

1. DEFINITIONS

“**Address History Scope**” means the Consumer’s address history that is determined by Checkr to be relevant to the Order and Consumer, which will be used for searching records.

“**Account**” means a Checkr account associated with a valid e-mail address.

“**Agreement**” means collectively, this Agreement and any Order(s) including any Exhibits thereto, entered into between the parties.

“**API**” means the Checkr Platform’s application programming interface(s) used to provide Checkr’s services.

“**App**” means a software application owned or controlled by You that implements the API.

“**Approved Affiliates**” means Customer’s affiliates, parents, or subsidiaries who Checkr has approved in writing to access the Platform under this Agreement.

“**Background Check**” means the production of a Report.

“**Background Information**” means the personal information required to be submitted to the Platform to conduct a Background Check on that Consumer.

“**Checkr Forms**” means any standard disclosure, authorization, and notification forms made available to You by Checkr.

“**Checkr Hosted Platform**” means the standard Consumer registration flow as presented on Checkr’s Platform.

“**Checkr Partner**” means a Checkr approved third party service authorized to provide End Users with the access, use or purchase of Checkr’s services.

“**Consumer**” means an individual applicant who is subject to a Background Check in support of their application for employment or engagement as an independent contractor by You.

“**Credit Report**” means a specific type of Report including consumer credit information obtained from a credit bureau.

“**Customer Credential Application**” means the credentialing application form that You must submit to Checkr in order to seek approval to become a customer of Checkr.



"Customer Portal" means the online Checkr portal and related tools that Checkr makes available to You and its other customers, to access the Platform and manage Background Checks.

"Documentation" means any technical literature, end user agreements, Customer instructions, and other written materials ordinarily provided by Checkr with the Platform.

"Employment Purposes" means the specific permissible purpose of a Report concerning the evaluation of individuals for employment, promotion, reassignment or retention as an employee or independent contractor.

"FCRA" means the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq.

"Fees" means collectively, the Service Fees, Variable Costs, and Implementations Fees, as applicable.

"Intellectual Property Rights" means all forms of proprietary rights, titles, interests, and ownership relating to patents, copyrights, trademarks, trade dresses, trade secrets, know-how, mask works, moral rights, and all similar rights that may exist now or later in any jurisdiction, including without limitation any applications and registrations for the foregoing.

"Investigative Consumer Report" means a specific type of Report as defined under FCRA Section 603(e).

"Law" means all applicable laws, rules and regulations, whether federal, state, local or international.

"MVR" means motor vehicle records.

"Order" means the order form or product request form submitted in connection with, or referencing, this Agreement, and specifies the certain products that You are authorized to purchase.

"Platform" means the background check platform offered by Checkr, that allows access to Checkr's various products, including but not limited to the Customer Portal, the APIs and other technology and tools offered by Checkr.

"Privacy Policy" is located at <https://checkr.com/privacy-policy/>.

"Report" means a consumer report or other applicable screening product offered on the Platform (as defined under the FCRA and applicable state Laws), including a Credit Report and an Investigative Consumer Report (if applicable).

"Reporting Scope" means the scope of information that may be reported to You by Checkr based on your Order, subject to applicable Law.

"Rules Criteria" means the set of rules defined by Customer that controls how Report content, including, but not limited to criminal records and any applicable motor vehicle records, is filtered, categorized, and/or displayed on a Report, by Checkr on Your behalf.

"Service Fees" means the fees specified in Your Order for purchase of Reports. Service Fees do not include Variable Costs.

"Term" is defined in each applicable Order.

"You" means the Customer listed on the Order and, if applicable, any Approved Affiliates.

"Variable Costs" means the additional variable costs and fees that may be imposed by governmental entities or third parties for the Background Check that You order, including, but not limited to, court fees, county processing fees, multi-state fees, and international fees, etc.. Additional pricing information may be located at <https://checkr.com/pricing/additional-pricing-information/>, as updated from time-to-time.

2. USE OF PLATFORM

2.1 Credentialing Required. YOU ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS CONTINGENT ON CHECKR RECEIVING AND APPROVING YOUR CUSTOMER CREDENTIAL APPLICATION. YOU WILL NOT HAVE AN ACCOUNT WITH CHECKR OR ACCESS TO THE PLATFORM OR REPORTS UNTIL CHECKR APPROVES YOUR CUSTOMER CREDENTIAL APPLICATION AND PROVIDES YOU WITH A USERNAME AND PASSWORD PROMPT. You must submit a complete and accurate Customer Credential Application and provide all reasonably necessary information about You as part of Checkr's credentialing process. Any information that You provide via the Customer Credential Application or to the Platform will be handled in accordance with our Privacy Policy. Checkr, in its sole discretion, may accept or reject Your Customer Credential Application. Only the entity that enters into this Agreement may use and access the Platform under this Agreement. Any Approved Affiliates must submit their own Customer Credential Application and be separately credentialed.

2.2 Account Creation. In addition to this Agreement, You must create an Account and enter into an Order with Checkr before You can use the Platform. The Order will specify the Service Fees and Report(s) that apply. If You wish to add other Report types later, please contact Your sales representative.

2.3 Use of Platform. During the Term and subject to the terms of the Agreement, You may access and use the Platform solely:

- (a) for Your own use of the specific Report(s) in the Order; and
- (b) via the Checkr API in compliance with its accompanying Documentation, and any reasonable rules or guidelines that Checkr may provide.

2.4 Restrictions. You represent and warrant that You shall:

- (a) not use, or attempt to use, the Platform for unauthorized purposes (e.g., tenant screening);
- (b) not use the Platform for the benefit of any third party without Checkr's prior written permission;
- (c) not do any of the following, or allow any third party to do any of the following: (i) copy, distribute, rent, lease, lend, sublicense or transfer the Platform, or make the Platform available to any third party, including Your affiliates, parents or subsidiaries, other than Approved Affiliates, without Checkr's express prior written consent, (ii) modify, decompile, reverse engineer, or disassemble the Platform or otherwise attempt to discover any underlying source code, ideas, algorithms, file formats or programming interfaces, (iii) create derivative works based on the Platform; (iv) modify, remove, or obscure any copyright, trademark, patent or other notices or legends that appear on the Platform; or (v) use the Platform to develop a competitive product offering;



- (d) not use any agents, robots, scripts, spiders, or other automated means to access or manage the Platform; and
- (e) not allow Your personnel to access the Platform or order Reports for improper, illegal or unauthorized purposes, including on themselves, associates, or any other person except in the exercise of their official duties.

2.5 API Keys. Checkr will make API keys available to You to access the Checkr Platform. You are responsible for securing your API keys, and you agree not to publish or share them with any unauthorized persons, including Your service providers, except as approved by Checkr in writing. You will contact Checkr immediately if you become aware of any unauthorized use of your API keys.

3. USE OF REPORTS

3.1 Your Certifications. When requesting and using Reports, You must comply with all Laws, including but not limited to the FCRA, anti-discrimination Laws, and state Laws. You are solely liable for Your failure to do so. **You certify and agree:**

- (a) To request and use each Report only for the permissible purpose(s) to which You certified in each applicable Order and for which You are permitted by Law to use such Report;
- (b) To use each Report for only a one-time use (e.g., You may use a Report to determine eligibility for employment, but You may not later use that same Report to determine eligibility for promotion);, and to use each Report within 30 days of completion date;
- (c) To develop and follow reasonable procedures to comply with Laws and for the fair and equitable use of Background Information and Reports, as required by applicable equal opportunity and fair chance hiring Laws;
- (d) To make adverse action decisions only in compliance with applicable Law;
- (e) To strictly comply with the Security Obligations in Section 5 with respect to Reports and related information;
- (f) To hold the Reports in strict confidence and not disclose the Reports, unless required by Law, to any third parties;
- (g) To comply with and provide all statutorily required notices in FCRA and other state laws when using the Background Information and Reports;
- (h) To maintain up-to-date compliance locations with each Report request, based on your applicable package configuration and account segmentation, and ensure such information is correctly reflected in the Platform;
- (i) To maintain complete and accurate records of all required consents, authorizations and disclosure forms of each Consumer You requested a Report for, as required by Law, and make these records available to Checkr upon request, including any Checkr Forms that You have adopted and approved for Your own use; and
- (j) To obtain the Consumer's consent to receive from You and from Checkr, as applicable, any legal or other notices and communications electronically, including by SMS message, and to obtain such consent in compliance with U.S. Electronic Signatures in Global and National Commerce Act of 2000.

3.2 California Certification. As applicable to You or the Report that You request, You hereby certify that, under the Investigative Consumer Reporting Agencies Act ("ICRAA"), California Civil Code Sections 1786 et seq., and the Consumer Credit Reporting Agencies Act ("CCRAA"), California Civil Code Sections 1785.1 et seq., if You are located in the State of California, and/or Your request for and/or use of Reports pertains to a California resident or worker, You certify to all of the following:

- (a) When, at any time, Reports are sought for Employment Purposes, unless a legal exception otherwise applies, You have provided a clear and conspicuous disclosure in writing to the Consumer, which solely discloses: (1) that an Investigative Consumer Report may be obtained; (2) the permissible purpose of the Investigative Consumer Report; (3) that information on the Consumer's character, general reputation, personal characteristics and mode of living may be disclosed; and (4) the name, address, telephone number, and website of the Consumer Reporting Agency conducting the investigation; and (5) the nature and scope of the investigation requested, including a summary of the provisions of California Civil Code Section 1786.22.
- (b) When, at any time, Reports are sought for Employment Purposes, unless a legal exception otherwise applies, You agree to only request a Report if the applicable Consumer has authorized in writing the procurement of the Report.
- (c) In accordance with California Civil Code Sections 1786.16(a)(5) and (b), You agree to provide a means by which the Consumer may indicate on a written form, by means of a box to check, that he/she wishes to receive a copy of any Reports that are prepared. If the Consumer wishes to receive a copy of the Report, You shall send (or contract with another entity to send) a copy of the Report to the Consumer within three business days of the date that the Report is provided to You. The copy of the Report shall contain the name, address, and telephone number of Checkr, who issued the report, and how to contact Checkr.
- (d) Under all applicable circumstances, comply with California Civil Code Sections 1785.20 and 1786.40 in the taking of adverse action, which shall include, but may not be limited to, advising the Consumer against whom an adverse action has been taken that the adverse action was based in whole or in part upon information contained in the Report, informing the consumer in writing of Your name, address, and telephone number, and provide the Consumer of a written notice of his/her rights under the ICRA and the CCRAA.

3.3 Massachusetts Criminal Record Information Policy. As applicable to You or the Report that You request, You hereby certify that, under the Commonwealth's Criminal Offender Record Information ("CORI") law, if You are located in the State of Massachusetts, and/or Your request for and/or use of Reports pertains to a Massachusetts resident or worker, You certify to all of the following:

- (a) Before asking a Consumer about their criminal records, You will provide a Consumer with copies of these records if You are in possession of such records;
- (b) That before taking adverse action based, in whole or in part, on criminal history records, You will notify the Consumer of the potential adverse employment decision by sending required pre-adverse and adverse action notices and any other applicable notices. The pre-adverse



action notice will include the criminal history records, the sources of the records, a copy of Your CORI policy, and a copy of information from the state agency about the process for correcting a criminal record; and

(c) That You will also provide the Consumer with an opportunity to dispute the accuracy of the criminal history records by waiting at least five business days before taking final adverse action.

(d)

3.4 International Background Screenings. As applicable to You and Your Report requests, You certify that You comply with all international Laws, including but not limited to the GDPR and any regulation belonging to the country in which the Consumer currently resides or will be employed within. In addition to all other applicable certifications in this Section 3, You certify and agree:

(a) To take into consideration the nature, scope and context of the purpose to which You certify in each applicable Order, and to only request screenings that are directly relevant and necessary to the certified purpose;

(b) To only request screenings when a lawful basis of processing can be relied upon; and

(c) To limit use of Background Information to the purpose to which You certify in each applicable Order.

3.5 Employment Purposes. If You use or request a Report for Employment Purposes, You certify and agree:

(a) You will not request a Report for Employment Purposes unless:

i. A clear and conspicuous disclosure has been made in writing to the Consumer by You before the Report is obtained, in a document that consists solely of the disclosure that a consumer report may be obtained for Employment Purposes;

ii. The Consumer has authorized in writing the procurement of the Report; and

iii. Information from the Report will not be used in violation of any employment opportunity Laws.

(b) You further certify that before taking adverse action in whole or in part based on a Report for Employment Purposes, you will provide the Consumer with:

i. A copy of the Report for Employment Purposes, as applicable;

ii. A copy of the Consumer's rights, in the format approved by the Consumer Financial Protection Bureau; and

iii. The required pre-adverse action notice and any other assessment forms or notices required by applicable Law.

(c) That each time You order or access a Report for Employment Purposes, You are reaffirming the certifications in 3.1, 3.2, 3.5(a), and 3.5(b).

(d) That You understand that Checkr will not initiate a Report for Employment Purposes in the absence of a written authorization.

(e) You shall request a Report for Employment Purposes pursuant to procedures prescribed by Checkr from time to time only when You are considering the individual inquired upon for employment, promotion, reassignment or retention as an employee or contractor, and for no other purpose.

(f) That, if and only if you request credit bureau data, You are not any of the following types of persons, entities and/or businesses: bail bondsmen, credit counseling firms, members of the media, resellers, financial counseling firms, credit repair clinics, pawn shops (except companies that do only title pawn), check cashing companies (except companies that do only loans, no check cashing), genealogical or heir research firms, massage or tattoo services, businesses that operate out of an apartment, individuals seeking information for their own private use, adult entertainment services of any kind, companies that locate missing children, companies that handle third party repossession, companies seeking information in connection with time shares, subscriptions companies, individuals involved in spiritual counseling or persons or entities that are not an end-user or decision maker.

(g) That while Checkr shall make commercially reasonable efforts to notify You of a failure to deliver any notices, authorizations, disclosures, pre-adverse or adverse action letters, You understand that the use of Checkr's Platform, including without limitation, the adverse action features, does not relieve You of Your responsibilities under Section 3.5. In the event Checkr notifies You of a delivery failure for any notice or adverse action letter, You understand that it is Your responsibility as an end user to monitor and complete deliverability or take any other appropriate action necessary to complete Your required obligations.

3.6 MVR Purposes. This Section shall apply if and only if You elect, in Your sole discretion, to receive MVRs and/or driving records. If You request MVRs and/or driving records, You certify and agree:

(a) That You are ordering the MVRs and/or driving records in strict compliance with the Driver Privacy Protection Act ("DPPA", at 18 U.S.C. § 2721 et seq.), if it applies, and any applicable state Laws.

(b) You have the Consumer's written consent to obtain "driving records" and MVRs, and have stored original copies of such consents for audit by MVR regulators if they so request, or have otherwise satisfied this obligation (e.g., Consumer consent secured via the Platform).

(c) You will only use this MVR in the normal course of business to obtain lawful information relating to the holder of a commercial driver's license or to verify information provided by the Consumer.

(d) You will not transmit any data contained in the MVR via the public internet, email or any other unsecured means.

(e) That default MVR filters are made available as a reference solely for Your efficiency, and Your use of such MVR filters means that You have reviewed and approved such categories.

3.7 Investigative Reports. If You request an Investigative Consumer Report, You certify and agree:

(a) That You have clearly and accurately disclosed to the Consumer, not later than three days after the date on which the Investigative Consumer Report was first requested, that



- i. an Investigative Consumer Report including information as to his or her character, general reputation, personal characteristics and mode of living may be made; and
- ii. the Consumer has the right to request a complete and accurate disclosure of the nature and scope of the investigation requested ("**Investigative Report Disclosure**").

(b) The Investigative Report Disclosure shall include a copy of the Consumer's rights, in the format approved by the Consumer Financial Protection Bureau.

(c) If the Consumer makes a written request within a reasonable amount of time after receipt of the Investigative Report Disclosure, You will make a complete and accurate written disclosure of the nature and scope of the investigation requested. This information will be provided to the Consumer no later than five (5) days after the request for such disclosure was received from the Consumer or such Report was first requested, whichever is the later.

3.8 Customer Rules Criteria. This Section shall apply if and only if You elect, in Your sole discretion, to implement and/or customize Rules Criteria.

(a) To the extent You elect to implement and/or customize Rules Criteria and to the extent permitted by Law, You authorize Checkr to apply such Rules Criteria to the information contained in a Report in order to facilitate Your adjudication process provided that, You acknowledge and agree that You are solely responsible for: (1) Your Rules Criteria and for any decisions taken based on Your Rules Criteria; (2) determining when and whether to apply the outcomes from the application of Your Rules Criteria to Your evaluation of a Report; (3) reviewing the content of the Reports in the manner and method prescribed by applicable Law, including, but not limited to, conducting and/or documenting individualized assessments and performing final adjudications on all Reports; and (4) ensuring that Your utilization of the Rules Criteria in evaluating the Reports and in Your final adjudication is in compliance with all applicable Laws. You acknowledge and agree that Checkr shall not be liable for any application of Your Rules Criteria, and that application of Your Rules Criteria is deemed to be purely clerical in nature and shall be performed by Checkr on Your behalf. You further acknowledge and agree that: Checkr is not authorized to make any decision regarding employment, or any other decision on Your behalf, based on the information contained in a Report.

(b) You certify that You have reviewed Your Rules Criteria to ensure that they comply with applicable Law, and that You will regularly update such criteria in order to ensure Your ongoing and continued compliance with applicable Law.

(c) With each order for a Report, You reaffirm the statements in 3.5(a) and certification in 3.5(b) above.

(d) You certify and agree that the application and/or customization of a Rules Criteria is made available as a reference solely to facilitate Your adjudication obligations and Your use of such Rules Criteria means that You have reviewed and approved Checkr's classification of record categories and that You adopt the Rules Criteria as Your own.

3.9 Drug Tests. This Section shall apply if and only if You elect, in your sole discretion, to order drug tests. Checkr will arrange for drug tests as You may request and will include the results of those tests received from drug test providers in Reports. You understand and represent that any drug test You may request or require is requested in accordance with any applicable federal, state, or local law, including the FCRA, if applicable. Drug tests will be performed by third-party vendors in accordance with directions received by You.

3.10 Continuous Check Service. This Section shall apply if and only if You elect, in Your sole discretion, to use the Continuous Check Service.

(a) **General.** At Your election and for the price(s) set forth on the applicable Order Form, Checkr will provide criminal record monitoring services and products to identify other criminal activity of subscribed Consumers after their initial onboarding and Report by Checkr and monitor for subsequent court-related activity as an extension of Checkr's existing background screening process (the "**Continuous Check Service**"). Checkr will provide a new Report whenever any component of the Continuous Check Service returns pointers to reportable information on a Consumer to the extent permitted by law. Checkr must have completed a Report with a criminal search on the Consumer on Your behalf in order to enroll the Consumer in the Continuous Check Service.

(b) **Consent.** You shall be responsible for obtaining and maintaining all required disclosures, notices, and consents from the Consumer prior to his or her inclusion in the Continuous Check Service as required by applicable law, and certify as such to Checkr upon request. When requesting and using the Continuous Check Service, You must comply with all Laws, including but not limited to any applicable disclosure and authorization certification requirements and state-specific consent requirements. You reaffirm the certifications in Sections 3.1, 3.2, 3.5(a), 3.5(b), and 3.7 above with Your ongoing use of the Continuous Check Services. You are solely responsible for maintaining an up-to-date list of Consumers to be included in the Continuous Check Service in accordance with applicable Laws and re-obtaining consent if a Consumer is removed and later re-subscribed in the Continuous Check Service.

(c) **Subscription Billing and Payment.** You shall pay Checkr a monthly fee per each unique Consumer subscribed to the Continuous Check Service at any time within a calendar month, as set forth on **Exhibit A** of the applicable Order ("**Subscription Fee**"). You are solely responsible for maintaining an up-to-date list of Consumers to be included in the Continuous Check Service for invoicing purposes. Subscription Fees will be billed on a monthly basis in arrears. All invoices must be paid within thirty (30) days from the date of invoice.

3.11 Third Party Services. At Your sole discretion, You may choose to take advantage of certain services offered through the Platform that are created, offered, supported and maintained by third parties ("**Third Party Developers**") unaffiliated with Checkr or its affiliates (collectively, "**Third Party Services**"). Notwithstanding anything to the contrary in this Agreement, You acknowledge and agree that: (a) You access or deploy Third Party Services through the Platform at Your sole discretion; (b) You should read the terms and conditions and privacy policies associated with any Third Party Services which govern Your use of such Third Party Services; and (c) Checkr does not own or control any of these Third Party Developers or the Third Party Services. You further acknowledge and agree that Checkr is not responsible or liable for any such Third Party Services or acts or omissions of Third Party Developers, under any circumstances. Checkr does not in any way warrant the accuracy, reliability, security, completeness, usefulness, non-infringement, or quality of any Third Party Services (including without limitation the content contained therein). You agree that You bear all risks associated with using or relying on Third Party Services. If You have any questions about Third Party Services or the terms that govern the use of such Third Party Services, You should contact the applicable Third Party Developer directly.



3.12 Not Legal Advice. Checkr does not, and cannot, provide legal advice or other compliance related services to You or guarantee Your compliance with Laws in your use of the Platform or Reports. You understand that any documents, information, conversations or communication with Checkr's representatives regarding searches, verifications or other services offered by Checkr are not to be considered a legal opinion regarding such use. You agree to consult with your own legal counsel (1) about the use of Rules Criteria and background screening information, including but not limited to, the legality of using or relying on reported information, and (2) to review any forms as well as the content of prescribed notices, adverse or pre-adverse action letters and any attachments to this Agreement for compliance with all Laws. You agree that the provision of such notices, pre-adverse or adverse action letters and the contents thereof is Your sole responsibility. You acknowledge and agree that You have no obligation to use, and are solely responsible for independently vetting the contents of, any sample forms that Checkr has provided to You.

3.13 Notice of Penalty Under the FCRA. THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

4. DELIVERY TERMS AND LIMITATIONS

4.1 International Criminal Records. Checkr may use third party contractors to perform international background screenings. Because of differences in foreign laws, language, and the manner in which foreign records are maintained and reported, Checkr cannot insure or guarantee the accuracy of the information reported. You acknowledge and agree that You are solely responsible for complying with all applicable obligations under foreign Laws related to the ordering, use and evaluation of Background Checks.

4.2 National/Multi-State/County Database; Additional Costs. Checkr recommends that You screen applicants at the county courthouse or online system, federal, and multi-state/nationwide database levels. If You choose not to conduct certain searches or searches at these levels, Checkr is not liable for any records that exist that are not included in the Report. Checkr will include any Variable Costs associated with this verification in Your invoice.

4.3 Support. You can request Platform support during Checkr's normal business hours via email sent to clients@checkr.com. While Checkr makes commercially reasonable efforts to ensure continuous availability of the Platform, Checkr makes no representation, warranty or guarantee regarding the continuous availability or performance of the Platform.

4.4 Updates. Checkr may change the Platform features, and the production, support, delivery, layout or maintenance of the Reports from time to time, or discontinue the provision of a Report, in its sole discretion, provided that no such change will result in any material reduction in the utility, functionality, or integrity of Checkr's services to You. For any material and adverse changes to Report features and details, Checkr will use commercially reasonable efforts to provide at least 30 days advance notice to You. You also acknowledge that within thirty (30) days of a Report completion date, Checkr may update the Report as part of our quality assurance purposes. In such cases, Checkr will provide You and the Consumer a copy of the updated Report.

4.5 Platform Analytics. You understand and agree that the Platform offers a number of analytics (e.g., estimated Report completion date, geography, etc.) that are strictly for informational purposes and should not be used as a factor for Consumer assessment or adverse action purposes.

5. YOUR SECURITY OBLIGATIONS

You represent and warrant that:

(a) You will establish a robust security policy, system, and facility to protect the security and dissemination of Background Information and Reports, including but not limited to maintaining a privacy policy that is clearly and accurately disclosed to Consumers and complies with applicable Laws, and maintain strict procedures to ensure that Your personnel are not able to use the Platform or Reports for improper, illegal or unauthorized purposes, pursuant to requirements similar to the requirements of Section 6103(p)(4) of the Internal Revenue Code of 1986.

(b) You are solely responsible for any Background Information You collect on behalf of Consumers.

(c) You will designate a limited number of key personnel who have a need to know about Background Information and Reports and inform them of Your obligations under this Agreement.

(d) Neither You nor Your personnel will give Your account credentials (login or password) to any unknown caller, even if the caller claims to be an employee of Checkr.

(e) You agree that any system access software that You use, whether developed by Your company or purchased from a third-party vendor, will keep your account number and password "hidden" or embedded and be known only by supervisory personnel. You will assign a unique logon password to each user of the system access software. You will strictly prohibit the sharing of passwords. If such system access software is replaced by different access software and therefore no longer is in use or, alternatively, the hardware upon which such system access software resides is no longer being used or is being disposed of, or if the password has been compromised or believed to be compromised in any way, You will change Your password immediately.

(f) You and Your personnel will secure all hard or electronic copies of Background Information and Reports within Your offices and facilities so that unauthorized persons cannot easily access them.

(g) You will place all terminal devices used to obtain Background Information and Reports in a secure location within Your facility so that unauthorized persons cannot easily access them.

(h) You will shred or destroy all hard copy Reports, and delete or render unreadable any electronic files containing Reports, after it is no longer needed and when Laws permit destruction.

(i) You are solely responsible for the activities of any person accessing the Platform using any credentials issued to You.

(j) You and Your personnel must use reasonable and industry standard means to secure account credentials, Reports, and Background Information, and promptly notify Checkr if you suspect that any of the foregoing have been compromised.

(k) You will abide by all applicable obligations set forth in the Data Protection Addendum attached hereto as Attachment 1.



Checkr may review Your records that are reasonably required to demonstrate compliance with the terms of this Agreement at any time upon reasonable prior notice during the Term, and for 5 years thereafter, to confirm Your compliance with this Agreement. Your breach of this Agreement or violation of Law discovered by Checkr may result in immediate suspension and/or termination of Your account, under Section 12 of this Agreement, legal action and referral to regulatory agencies.

6. DATA

6.1 Background Information. You authorize Checkr and its contractors/providers to use Background Information provided to the Platform in accordance with Checkr's Privacy Policy. You agree that Checkr has no obligation to monitor or edit the Background Information, and that as between You and Checkr, You are solely responsible for the completeness and accuracy thereof. You acknowledge that: (i) the Platform uses the internet for data transfer and internet-connected servers to store Background Information, sometimes with third party providers, all using industry standard security measures; and (ii) no security measures are 100% effective.

6.2 Public Records. The data collected on Your behalf with respect to running Background Checks on Consumers, include without limitation, DMV records, criminal records, and other publicly available information is deemed to be "Public Records" that Checkr may retain, use, disclose, and delete in its sole discretion and as required or permitted by Law, provided that Checkr retains the Public Records in a manner that does not identify You.

6.3 Usage Data. Checkr owns all right, title and interest in and to all data collected by Checkr related to the operation of the Platform and Your use thereof ("Usage Data"). Usage Data may include Platform performance metrics and analysis, but does not include any Background Information or Public Records. Checkr will not disclose Usage Data to any third party in a manner that identifies You without Your consent other than (i) to Checkr's third party service providers who use it for the sole benefit of Checkr or as required to provide You the Platform; or (ii) as may be required by Law or legal process.

7. FEES AND PAYMENT

7.1 Fees. During the Term, You are authorized to order the Reports specified in Your Order. You will pay Checkr the Fees specified in each Order, in consideration for Reports ordered and Your use of the Platform. Checkr will automatically debit the ACH debit account You provide, or charge your credit card on file, each month. Notwithstanding the foregoing, You shall not be required to pay any Fees reasonably in dispute, provided that You promptly notify Checkr in writing of the amount in dispute and the reasonable basis therefore within thirty (30) days following the end of month during which such Fees were earned. Any dispute not raised by You during the foregoing time period shall be deemed waived. The parties will investigate and resolve any dispute in a timely and reasonable manner. Checkr reserves the right to adjust fees (i) to the extent you have not committed to a fixed-term Order, upon written notice to you; or (ii) to the extent you have committed to a fixed-term Order, upon sixty (60) days' notice to you in the event of a ten percent (10%) or greater increase in Variable Costs (for flat-rate packages that include Variable Costs) or international currency fluctuations (for international packages) that are outside of Checkr's reasonable control.

7.2 Accepted Payment Methods. You must provide valid ACH debit or credit card information to Checkr for Your account in the Customer Portal before You can order any Background Checks. You are solely responsible for ensuring that Your payment information is complete and accurate at all times.

7.3 Automatic Payment Terms. After the close of each calendar month, You will receive an invoice for the Fees that You incurred that month. Immediately thereafter, Checkr will automatically charge or withdraw funds via Checkr's accepted payment methods for the Fees on each invoice. All payments must be made in the currency reflected in Your invoice. Any undisputed amounts due to Checkr under this Agreement not received by the date due will be subject to a late fee of 1.5% per month, or the maximum charge permitted by law, whichever is less. You are responsible for paying any withholding, sales, value added or other taxes, duties or charges applicable to this Agreement. You agree to pay any reasonable attorneys' fees required for collection of late payment.

7.4 For Customers of Checkr Partners Only: Sections 7.1, 7.2 and 7.3 do not apply. You will pay Checkr Partner the Fees specified in each invoice sent by Your Checkr Partner, in consideration for Reports ordered and in accordance with such Checkr Partner's terms of service. You must provide valid ACH debit or credit card information to such Checkr Partner for Your account before You can order any Reports. You will be required to reach out to Your Checkr Partner for any billing and payment related matters or disputes.

8. OWNERSHIP; CONFIDENTIALITY

8.1 Checkr Ownership. Checkr owns all right, title, interest, and Intellectual Property Rights, in and to the Platform and any software, technology, materials and information related to the Platform, whether currently existing or later developed.

8.2 Your Ownership. You own all right, title, interest, and Intellectual Property Rights, in and to the Apps (excluding any APIs or Checkr trademarks incorporated therein).

8.3 Feedback. You are not required to provide any ideas, feedback or suggestions regarding any of Checkr's products or services ("Feedback") to Checkr. If You do provide any Feedback to Checkr, You agree to assign all right, title and interest in and to such Feedback to Checkr and agree that Checkr may freely use and exploit such Feedback without compensation to You.

8.4 Confidential Information. Each party will keep confidential, all information and materials provided or made available, directly or indirectly, by the other party that is marked as confidential or proprietary, or is identified as confidential or proprietary at the time of disclosure, or the nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential (collectively, "Confidential Information"). Checkr's Confidential Information includes but is not limited to, the features, functionality and content of the Platform and any planned modifications or updates thereto, Fees and pricing information. Each party will maintain all Confidential Information in strict confidence by using at least the same level of care that is uses for its own confidential information, but in no case less than a prudent and reasonable standard of care. Each party may use Confidential Information solely for the purposes of performing its obligations or exercising its rights hereunder. Information that either party can establish: (a) was lawfully in a party's possession before receipt from the other party; or (b) is or becomes a matter of public knowledge through no fault of the receiving party; or (c) was independently developed or discovered by a party without the benefit of any Confidential Information of the other party, shall not be considered Confidential Information under this Agreement. Each party may disclose Confidential Information solely to its employees and representatives that have a need to know to accomplish the purposes of this Agreement and each of whom are bound to protect the



Confidential Information from unauthorized use and disclosure under the terms of a written agreement with terms as protective of the Confidential Information as those set forth in this Agreement. Each party may also disclose Confidential Information in response to a valid order of a court or other governmental body or as otherwise required by law to be disclosed; provided that, the responding party gives sufficient notice to the disclosing party to enable the disclosing party to take protective measures, and/or in any event only disclose the exact Confidential Information, or portion thereof, specifically requested. Except as otherwise expressly set forth in this Agreement, no rights or licenses to intellectual property in Confidential Information is granted by either party under this Agreement, whether express, implied or otherwise, to the other party. The obligations imposed on a receiving party shall survive until such time as the Confidential Information of the disclosing party becomes publicly available and/or made generally known through no action of the receiving party. All Confidential Information will be returned immediately to the disclosing party, or destroyed, after the receiving party's need for it has expired or upon request of the disclosing party or termination of this Agreement. Each party agrees that any violation of these confidentiality provisions will cause irreparable injury to the other party entitling the other party to injunctive relief or other equitable relief, in addition to, and not in lieu of, any other remedies such party may be entitled to. The disclosure of Confidential Information will be governed by this Agreement, which supersedes any previous confidentiality or nondisclosure agreement executed by or on behalf of the parties. Any such Confidential Information will be treated as if it were disclosed under this Agreement (and this Agreement were in effect) as of the date of such exchange.

9. WARRANTIES; DISCLAIMERS

9.1 Warranties. Each party represents and warrants to the other party that: (i) it has the full corporate power and authority to enter into the Agreement; (ii) the Agreement constitutes a legal, valid and binding obligation when executed and delivered; and (iii) its performance under this Agreement will comply with applicable Law.

9.2 DISCLAIMER. YOU ACKNOWLEDGE THAT CHECKR OBTAINS THE INFORMATION IN ITS REPORTS FROM THIRD PARTY SOURCES "AS IS", AND THEREFORE PROVIDES THE INFORMATION TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. CHECKR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR A COURSE OF PERFORMANCE WITH RESPECT TO THE ACCURACY, VALIDITY, OR COMPLETENESS OF ANY REPORTS THAT THE REPORTS WILL MEET YOUR NEEDS, OR WILL BE PROVIDED ON AN UNINTERRUPTED BASIS; CHECKR EXPRESSLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CHECKR EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE. CHECKR AND ITS SUPPLIERS, LICENSORS, PARTNERS AND SERVICE PROVIDERS DO NOT WARRANT THAT THE FUNCTIONALITY AND INFORMATION PROVIDED BY THE PLATFORM WILL BE CORRECT, UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED.

10. INDEMNIFICATION

10.1 Indemnification Obligations. Checkr agrees to defend, at its expense, any third party liabilities, damages, losses, judgments, costs, expenses (including reasonable attorneys' fees), claims, actions, demands and suits (collectively "Claims") brought against You, and Your directors, officers, and employees and will pay any damages, costs and expenses (including reasonable attorneys' fees) finally awarded against You by a court of competent jurisdiction, or payable by You pursuant to a settlement agreement to which Checkr agrees in writing, arising out of or relating to: (a) Checkr's failure to comply with its obligations under Law to Consumers as a consumer reporting agency, but only to the extent such Claims are caused by the gross negligence or willful misconduct of Checkr in the performance of this Agreement; and (b) an allegation that the Checkr API infringes any third-party patent or copyright of the United States. You agree to defend and indemnify Checkr, and its directors, officers and employees from and against any Claims arising out of or relating to: (a) Your breach of any covenants, representations or warranties of this Agreement; (b) Your violation of any Law, including but not limited to the content or method of delivery of any notices, authorizations, disclosures, pre-adverse or adverse action letters, or any other failure to comply with Your obligations under the FCRA; and/or (c) the willful or malicious conduct by You or Your employees.

10.2 Indemnification Procedure. The indemnified party shall: (i) promptly notify the indemnifying party in writing of any losses for which the indemnified party seeks indemnification; (ii) provide reasonable cooperation to the indemnifying party and its legal representatives in the investigation of any matter which is the subject of indemnification; and (iii) permit the indemnifying party to have full control over the defense and settlement of any matter subject to indemnification; provided, however, that the indemnifying party shall not enter into any settlement that affects the indemnified party's rights or interests without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party shall have the right to participate in the defense at its own expense. To the extent the indemnifying party is relieved of its obligation to defend the indemnified party as a result of the limitation of liability set forth in Section 11, the indemnified party shall have the right to resume control of its own defense.

11. LIMITATION OF LIABILITY

NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, RELIANCE, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES (INCLUDING LOSS OF REVENUE OR PROFITS) ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY INFORMATION OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY OR ERROR IN THE CONTENT, EVEN IF SUCH PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN (WHICH SHALL BE SUBJECT TO THE LIMITS SET FORTH BELOW), IN NO EVENT WILL EITHER PARTY'S CUMULATIVE AND AGGREGATE LIABILITY AND DAMAGES ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNTS YOU ACTUALLY PAID DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE CLAIM. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING FROM THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000) IN THE AGGREGATE. RECOVERY OF THIS AMOUNT IS YOUR SOLE AND EXCLUSIVE REMEDY HEREUNDER AND THE PARTIES AGREE THAT THE LIMITATIONS AND DISCLAIMERS OF LIABILITY SET FORTH IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE AND REGARDLESS OF THE THEORY OF LIABILITY. THE PARTIES AGREE THAT THE LIMITATIONS AND DISCLAIMERS OF LIABILITY UNDER THIS SECTION CONSTITUTE A FUNDAMENTAL BASIS OF THEIR BARGAIN.

12. TERM; TERMINATION



12.1 Term. This Agreement is effective for one year from the Effective Date unless terminated earlier in accordance with this Agreement (the "Initial Term"). After the Initial Term, this Agreement automatically renews for additional one (1) year periods (each, a "Renewal Term") until either party terminates with at least 30 days' notice prior to the expiration of the Initial Term or Renewal Term, or until otherwise terminated per the Agreement. The Initial Term and any applicable Renewal Terms are collectively referred to as the "Term."

12.2 Suspension. Checkr may suspend or limit Your access to or use of the Platform at any time if: (i) You do not timely pay all Fees due; (ii) in the sole discretion of Checkr such action is necessary to prevent material errors or harm, or to limit Checkr's liability; or (iii) You attempt to access or use the Platform or Reports in an unauthorized or unlawful manner.

12.3 Termination for Cause.

(a) Either party may terminate this Agreement for a material breach that is not cured within thirty (30) days after written notice (containing the details of such breach) by the non-breaching party, or immediately upon notice of termination in the event of a material breach that by its nature cannot be remedied within thirty (30) days.

(b) Either party may terminate this Agreement immediately upon written notice if (i) the other party files a petition for bankruptcy or is adjudicated as bankrupt; (ii) a petition in bankruptcy is filed against the other party and such petition is not removed or resolved within 60 days; (iii) the other party makes an assignment for the benefit of its creditors or an arrangement for its creditors pursuant to bankruptcy law; (iv) the other party terminates its business operations; (v) a receiver is appointed over all or substantially all of the other party's assets or business; or (vi) the other party is dissolved or liquidated.

(c) Checkr may terminate this Agreement immediately upon written notice if (i) Checkr reasonably believes that You have violated applicable Law in Your use of the Platform or Reports; or (ii) a material change in existing legal requirements adversely affects this Agreement.

12.4 Termination for Convenience. You may terminate this Agreement on ninety (90) days' written notice to Checkr for any reason or no reason. In the event of a termination under this Section 12.4, a termination fee in an amount equal to any fees otherwise payable under any outstanding Order, including minimum commitments or other fees that would have otherwise been due during the Term of such Order, shall become due and payable as of the effective date of such termination.

12.5 Outstanding Orders. If applicable, any outstanding Reports pursuant to any Order and Your obligations under this Agreement will survive any termination of this Agreement.

13. GENERAL

13.1 Governing Law. This Agreement is governed by California Law, excluding its choice of law rules. Each party submits to jurisdiction of the state and federal courts in San Francisco, California.

13.2 Assignment. You may not assign any of Your rights or obligations under this Agreement without the prior written consent of Checkr., provided, however, that an assignment made in connection with a change of control transaction or a sale of all or substantially all of a party's assets shall not require consent, so long as (1) You promptly notify Checkr of such assignment in writing and (2) do not access the Platform or order any Reports unless and until Checkr has approved a Customer Credential Application for the successor entity. Subject to the foregoing, this Agreement inures to the benefit of and is binding on the parties' permitted assignees, transferees and successors. Any attempted assignment in violation of this clause is void.

13.3 Consumer Arbitration Provisions. To the extent You have a Terms of Service, Terms of Use or similar document or agreement applicable to Consumers that includes an arbitration provision, You agree to add the following language (or language that is substantively the same) to that arbitration provision: 'Our rights and obligations under this arbitration provision shall inure to the benefit of the consumer reporting agency regardless of whether the consumer reporting agency is named as a co-defendant with us or named individually in a claim that would otherwise be subject to this arbitration provision if brought against us.'

13.4 No Publicity. Neither party will make any announcements or statements to the public concerning the relationship between them or the transactions described herein without the prior written consent of the other party. Neither party will use the other party's name, trademark or logos without the prior written consent of the other party, provided, however, that Checkr may identify You as a Checkr customer in Checkr's promotional materials or sales presentations. You may request that Checkr stop doing so by submitting an email to opt-out@checkr.com at any time.

13.5 Integration. This Agreement reflects the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. Checkr may modify this Agreement in its sole discretion. Checkr will make good faith efforts to give You at least 30 days' notice of any material and/or detrimental changes to this Agreement, which notice may be provided via email or the Customer Portal.

13.6 Force Majeure. Neither party will be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, internet or telecommunications failures; shortages of or inability to obtain labor, energy, or supplies; war, terrorism, riot, acts of God or governmental action; acts by hackers or other malicious third parties and problems with the Internet generally, and such performance shall be excused to the extent that it is prevented or delayed by reason of any of the foregoing.

13.7 Miscellaneous. The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture, or authority to bind the other party. There are no third-party beneficiaries to this Agreement. If any provision is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provisions essential purpose. Any waiver of a provision of this Agreement will only be valid if provided in writing and applies only to the specific occurrence so waived. Failure to enforce any provision will not constitute a waiver. Nothing in this Agreement will limit a party's ability to seek equitable relief. Section headings are not to be used in the interpretation hereof. The following Sections survive any expiration or termination of the Agreement: 2.4, 3, 4.1 and 5 to 13.

13.8 Notices. To give compliant notice under this Agreement:

From You to Checkr: Send the written notice via email to legal@checkr.com and simultaneously via postal mail to One Montgomery Street, Suite 2400 San Francisco, CA 94104. Checkr will notify You via the Platform, email or postal mail if it updates either.



From Checkr to You: Checkr will notify You via the Platform, or to the postal or email address You provide in the Customer Portal. You can update that information in the Customer Portal at any time.

[Signature Page Follows]



The parties have caused this Agreement to be executed and agreed to by their duly authorized representatives:

CUSTOMER

Signature: _____

Printed Name: _____

Title: _____

Customer Name: _____

Customer Address: _____

(No P.O. Boxes) _____

Date: _____

CHECKR, INC.

Signature: _____

Printed Name: _____

Title: _____

Checkr Address: 1 Montgomery Street, Suite 2400
San Francisco, CA 94104

Date: _____

ATTACHMENT 1

DATA PROTECTION ADDENDUM

This Data Protection Addendum (“**DPA**”) supplements the Agreement by and between You and any of Your Approved Affiliates (collectively, “**Customer**”) and Checkr. In the event of any conflict between the Agreement and the terms of this DPA, this DPA shall govern.

1. **Definitions.** For purposes of this DPA:

- a. “**CCPA**” means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq. and any applicable regulations.
- b. “**Customer Data**” means Personal Data provided by Customer for purposes of obtaining Services under the Agreement.
- c. “**Data Controller**” means the entity that determines the purposes and means of the Processing of Personal Data, including as applicable any “business” as that term is defined by the CCPA.
- d. “**Data Privacy Laws**” means all applicable laws, regulations, and other legal or self-regulatory requirements in any jurisdiction relating to privacy, data protection, data security, communications secrecy, breach notification, or the Processing of Personal Data, including without limitation, to the extent applicable, the CCPA, GDPR, the UK GDPR, and the Swiss Federal Act on Data Protection 2020. For the avoidance of doubt, if the parties’ processing activities involving Personal Data are not within the scope of a given Data Privacy Law, such law is not applicable for purposes of this DPA.
- e. “**Data Subject**” means an identified or identifiable natural person about whom Personal Data relates. Specifically, this refers to Consumers whom Checkr has been engaged by Customer to compile Reports.
- f. “**EU Personal Data**” means Personal Data the sharing of which pursuant to this Agreement is regulated by the General Data Protection Regulation or the Swiss Federal Act on Data Protection 2020.
- g. “**GDPR**” means the General Data Protection Regulation, Regulation (EU) 2016/679 of the European Parliament and of the Council together with any subordinate legislation or regulation implementing the General Data Protection Regulation.
- h. “**Personal Data**” includes “personal data” as defined by the GDPR, “personal information” as defined by the CCPA, and “personally identifiable information” as defined by other applicable Data Privacy Laws. Personal Data does not include publicly available information excluded from the definition of “Personal Data” under applicable Data Privacy Laws. Further Personal Data does not include data exempted under applicable Data Privacy Laws, including but not limited to CCPA §§1798.145(d)-(f).
- i. “**Process**”, “**Processed**” and/or “**Processing**” mean any operation or set of operations performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, creating, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- j. “**Processor**” means the entity which Processes Personal Data on behalf of the Controller, including as applicable any “service provider” as that term is defined by the CCPA.
- k. “**Security Breach**” means any accidental or unlawful acquisition, destruction, loss, alteration, disclosure of, or access to, Customer Data.
- l. “**Sell**,” “**Sale**,” “**Share**,” or “**Sharing**” shall have the meaning set forth in the CCPA.
- m. “**Services**” mean the services provided by Checkr to Customer, as provided in the Agreement.
- n. “**Standard Contractual Clauses**” means the annex found in EU Commission Decision of 4 June 2021 on standard contractual clauses for the transfer of personal data to processors established in third countries under Regulation (EU) 2016/679 of the European Parliament and of the Council, incorporated herein by reference, completed as described in the “Data Transfers” section below.
- o. “**Subprocessor**” means any Checkr affiliate or subcontractor engaged by Checkr for the Processing of Customer Data.
- p. “**UK Addendum**” means the UK Addendum to the EU Standard Contractual Clauses.
- q. “**UK GDPR**” means the UK General Data Protection Regulation, amended by the Data Protection Act 2018.
- r. “**UK Personal Data**” means Personal Data the sharing of which pursuant to this Agreement is regulated by the UK GDPR.

2. **Scope and Purposes of Processing.** Customer agrees to determine the purposes and general means of Checkr’s Processing of Customer Data in accordance with the Agreement. Checkr will Process Customer Data, including Personal Data contained therein, solely for the purposes set forth in the Agreement, including for the purpose of generating a consumer report as defined by 15 U.S.C 1681a(d), and in



compliance with applicable law. Customer will not instruct Checkr to Process Customer Data in violation of applicable law. Checkr will inform Customer if, Checkr discovers, in its opinion, an instruction from Customer infringes applicable law.

3. **Obligations of the Parties.**

- a. **Compliance with Laws.** Each party shall comply with all laws, whether state, federal, local or international, including Data Privacy Laws. Each party shall promptly notify the other party in writing if it is no longer able to meet its obligations under Data Privacy Laws applicable to this DPA.
- b. **Compliance with Data Controller Obligations.** To the extent such party is acting as a Data Controller, each party shall independently fulfill all duties required of Data Controllers under Data Privacy Laws. Checkr is a Data Controller with respect to Personal Data, other than Customer Data, that it Processes in connection with the Services.
- c. **No joint controllership.** Unless otherwise agreed in writing, the parties acknowledge and agree that each is acting independently as a Data Controller with respect of Personal Data and the parties are not joint Controllers as defined in the General Data Protection Regulation and UK GDPR.
- d. **No CCPA Sale or Sharing.** Neither party shall Sell or Share to a third party any Personal Data made available to it by the other party except to the extent such Personal Data or Sale or Sharing thereof is exempted from Data Privacy Laws. The parties agree that for the purposes of the CCPA, Checkr acts as a service provider with regard to the Processing of Customer Data. Customer does not Sell or Share Customer Personal Data to Checkr because Checkr shall only use Customer Personal Data for the purposes specified in the Agreement.
- e. **Data Subject Requests.** For the avoidance of doubt, to the extent the party is a Data Controller, each party shall have an independent obligation to respond to requests received from Data Subjects seeking to exercise their rights under applicable Data Privacy Laws, including, but not limited to, access and deletion requests made pursuant to the Data Privacy Laws. The recipient of the Data Subject request shall be responsible for responding to the Data Subject. If applicable, and to the extent legally permitted, each party shall provide the other party with reasonable cooperation and assistance in relation to the handling of a Data Subject's request.
- f. **Disclosures and Consent.** Each party shall comply with applicable Laws, including, but not limited to, the FCRA (as applicable) and Data Privacy Laws, to provide legally required notices to Data Subjects regarding the purpose and nature of the Processing of Personal Data in connection with the Services. Customer shall ensure that Data Subjects have provided legally sufficient consent or other appropriate legal basis (including under the GDPR and all other applicable Data Privacy Laws), wherever such consent or other appropriate legal basis is necessary to enable Checkr to perform the Services.

4. **Customer Data Processing Requirements.** Checkr will:

- a. Ensure that the persons it authorizes to Process Customer Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- b. Upon written request of Customer, assist Customer in the fulfillment of Customer's obligations to respond to verifiable requests by Data Subjects (or their representatives) for exercising their rights with respect to Customer Data under Data Privacy Laws.
- c. Promptly, and in any event within ten days, notify Customer of any third-party or Data Subject requests or complaints regarding the Processing of Customer Data. Customer agrees to, at Checkr's request, designate to Checkr a single point of contact responsible for receiving and responding to such requests or complaints.
- d. Provide reasonable assistance to and cooperation with Customer for Customer's performance of a data protection impact assessment of Processing or proposed Processing of Customer Data.
- e. Provide reasonable assistance to and cooperation with Customer for Customer's consultation with regulatory authorities in relation to the Processing or proposed Processing of Customer Data, including complying with any obligation applicable to Checkr under Data Privacy Laws to consult with a regulatory authority in relation to Checkr's Processing or proposed Processing of Customer Data.

5. **Subprocessors.**

- a. Checkr may subcontract the collection or other Processing of Customer Data in compliance with Data Privacy Law to provide the Services. Checkr will impose contractual obligations on the Subprocessor that are at least the same level of protection as those imposed on Checkr under this DPA and will remain liable for its Subprocessors' performance to the same extent Checkr is liable for its own performance, consistent with the limitations of liability set forth herein.
- b. If GDPR is applicable to the Services, Checkr shall notify Customer of any changes made to Subprocessors at least 10 days prior to any such change by sending an email to the email address designated by Customer to receive notifications. Customer may reasonably object to Checkr's use of a new Subprocessor by notifying Checkr promptly in writing within ten (10) business days after Checkr's notice is sent pursuant to this DPA. Customer shall explain its reasonable grounds for objection. In the event Customer objects to a Subprocessor, the parties shall discuss Customer's concerns in good faith with a view to achieving a commercially reasonable resolution. If no such resolution can be reached, Checkr will, at its sole discretion, either (i) not appoint the Subprocessor; or (ii) in the event that Checkr cannot provide the services without such objected to Subprocessor, then Checkr will permit Customer to terminate

the Services. Checkr may replace a Subprocessor if the need for the change is urgent and necessary to provide the Services. In such instance, Checkr shall notify Customer of the replacement as soon as reasonably practicable, and Customer shall retain the right to object to the replacement Subprocessor pursuant to this Section.

6. Security.

a. Taking into account the nature of Processing and the information available to Checkr, Checkr shall implement technical and organizational measures, including the measures set forth in Annex II of the Appendix to this DPA, without prejudice to Checkr's right to make future replacements or updates to the measures that do not lower the level of protection of Customer Data.

b. **Security Breach.** Checkr shall notify Customer promptly of any Security Breach of Customer Data and provide related information to Customer as set forth by Data Privacy Laws. Customer shall notify Checkr promptly of any actual or suspected unauthorized access to Customer's systems or compromise of Customer's credentials used to access the Services. Taking into account the nature of Processing and the information available to Checkr, the parties reasonably shall work together to address any such compromise, including taking steps to mitigate the effects of the Security Breach or system compromise and reduce the risk to Data Subjects whose Personal Data in the Customer Data was involved. Customer is solely responsible for complying with legal requirements for incident notification applicable to Customer and fulfilling any third-party notification obligations. Nothing shall be construed to require Checkr to violate, or delay compliance with, any legal obligation it may have with respect to a Security Breach or other security incidents generally.

7. Data Transfers.

For transfers of EU Personal Data to Checkr for processing by Checkr in a jurisdiction other than a jurisdiction in the EU, the EEA, or the European Commission-approved countries providing 'adequate' data protection, each party agrees it will use Module 2 of the Standard Contractual Clauses for Controller to Processor transfers, which are incorporated herein by reference. The annexes included in the Appendix to this Agreement shall apply as the annexes of the Standard Contractual Clauses.

In case of conflict between the Standard Contractual Clauses and this DPA, the Standard Contractual Clauses will prevail. Notwithstanding the foregoing, where the transfers contemplated under this Section 7 result in transfers of UK Personal Data to Checkr for processing by Checkr in a jurisdiction other than in the UK or UK Information Commissioner's Office-approved countries providing 'adequate' data protection, then (a) the Standard Contractual Clauses used for EU Personal Data shall also apply to transfers of UK Personal Data; (b) the UK Addendum shall be deemed executed between Customer and Checkr; and (c) the SCCs between the parties shall be deemed amended as specified in the UK Addendum in respect of the transfer of such UK Personal Data. The UK Information Commissioner is the exclusive Supervisory Authority for the transfers of UK Personal Data under this Agreement.

8. Audits.

a. **Reasonable Audits.** If GDPR is applicable to the Services, Checkr shall allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer subject to the following conditions: so long as the Agreement remains in effect and at Customer's sole expense, Customer may request that Checkr provide it with documentation, data, and records ("Records") no more than once annually relating to Checkr's compliance with this DPA with respect to Customer Data (an "Audit"). To the extent Customer uses a third-party representative to conduct the Audit, Customer shall ensure that such third-party representative is bound by obligations of confidentiality no less protective than those contained in this Agreement. Customer shall provide Checkr with fourteen (14) days prior written notice of its intention to conduct an Audit. Customer shall conduct its Audit in a manner that will result in minimal disruption to Checkr's business operations and shall not be entitled to receive data or information of other clients of Checkr or any other confidential information of Checkr that is not directly relevant for the authorized purposes of the Audit. If any material non-compliance is identified by an Audit, Checkr shall take prompt action to correct such non-compliance. Any information that Customer receives under this Section is Confidential Information of Checkr.

b. **Limitations.** For the avoidance of doubt, this provision does not grant Customer any right to conduct an on-site audit of Checkr's premises. Customer shall reimburse Checkr for any time expended for an Audit at the Checkr's then-current reasonable rates, which shall be made available to Customer upon request. Nothing herein will require Checkr to disclose or make available: (a) any data of any other customer of Checkr; (b) access to systems; (c) Checkr's internal accounting or financial information; (d) any trade secret of Checkr; (e) any information or access that, in Checkr's reasonable opinion, could (i) compromise the security of Checkr systems or premises; or (ii) cause Checkr to breach its obligations under applicable law or applicable contracts; or (f) any information sought for any reason other than the good faith fulfillment of Customer's obligations under Applicable Law to audit compliance under this DPA.

9. **Return or Destruction.** Upon termination of the Services or on reasonable written request from Customer's authorized representative Checkr shall, at the choice of Customer, return or delete such Customer Data in accordance with its requirements under applicable Data Privacy Law, unless applicable law prevents Checkr from returning or deleting all or part of the Customer Data. In such case, Checkr agrees to preserve the confidentiality of the Customer Data retained by it that it will only Process such Customer Data in order to comply with applicable law. Notwithstanding the foregoing, this provision will not require Checkr to delete Customer Data from archival and back-up files except as provided by Checkr's internal data deletion practices or as required by applicable law. For avoidance of doubt, Checkr may continue to Process Customer Data that has been anonymized or aggregated in a manner that does not identify individuals.

10. **Miscellaneous.** Nothing in this DPA shall confer any benefits or rights on any person or entity other than the parties to this DPA. The provisions of this DPA shall survive the termination or expiration of the Agreement as long as either party continues to Process Personal Data in connection with the Agreement.



APPENDIX

ANNEX I: LIST OF PARTIES

Data exporter(s):

Name: Customer

Address: As specified in the Agreement.

Contact person's name, position, and contact details: As specified in the Agreement.

Activities relevant to the data transferred under these Clauses: The data importer provides the Services to the data exporter in accordance with the Agreement.

Signature and accession date: As specified in the Agreement.

Role: Controller.

Data importer(s):

Name: Checkr, Inc.

Address: 1 Montgomery Street, Suite 2400, San Francisco, CA 94104

Contact person's name, position, and contact details: Graham Ravdin, DPO, DPO@Checkr.com

Activities relevant to the data transferred under these Clauses: The data importer provides the Services to the data exporter in accordance with the Agreement.

Signature and accession date: As specified in the Agreement.

Role: Processor.

ANNEX II: DESCRIPTION OF THE PROCESSING

Categories of data subjects whose personal data is transferred

Data subjects include the individuals about whom data is provided by the data exporter for the purposes of obtaining the Services. These individuals may include, without limitation, individuals who are subject to background checks.

Categories of personal data transferred

Customer Data, including data relating to individuals about whom data is provided by the data exporter for the purposes of obtaining the Services. This data may include, for example:

- Personal details, including information that identifies the data subject and their personal characteristics, such as name, address, contact details, and date of birth.
- Personal details issued as an identifier by a public authority, including passport details, national insurance numbers, identity card numbers, and driving license details.
- Employment details, including information relating to the employment of the data subject, such as employment and career history.
- Education and training details, including information which relates to the education and any professional training of the data subject.
- Background information, including information relating to criminal activity or sanctions.
- Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.
- None, based on GDPR Article 9's definition of "sensitive categories of data."

The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis)

Customer Data may be transferred on a continuous basis until it is deleted in accordance with the terms of the Agreement.

Nature of the processing

The data importer will process Customer Data to provide, secure and monitor the Services in accordance with the Agreement, as well as comply with applicable law.

Purpose(s) of the data transfer and further processing



The data importer will transfer Customer Data to provide, secure and monitor the Services in accordance with the Agreement, as well as comply with applicable law.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

For the duration of the Agreement until deletion in accordance with the provisions of the Agreement.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

As above.

Competent Supervisory Authority

The supervisory authority of the member state in which the data subjects whose personal data is transferred in order to provide the Services shall act as competent supervisory authority.

ANNEX III: TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Data importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described below in Checkr's Security Whitepaper.

OVERVIEW

Checkr was built with an emphasis on security, compliance and privacy. We work behind the scenes to protect your data with a secure, distributed infrastructure with multiple layers of protection. Administrators are empowered with control and visibility features to help effectively manage the security of your information. This paper will explain the ways Checkr creates a platform for offering its SaaS products, covering topics like information security, physical security and operational security. The policies, procedures and technologies described in this paper are detailed as of the time of authorship. Some of the specifics may change over time as we regularly innovate with new features and products.

We're committed to being transparent about our security practices and helping you understand our approach.

SECURITY PROGRAM

Checkr has established a ISMS (Information Security Management System) based on the ISO 27001:2013 Information Security Standard because it is one of the most recognized frameworks worldwide. Checkr's ISMS covers the following security categories; Governance, Risk Management, Information Security policies, HR Security, Asset Management, Access Control, Cryptography, Physical and Environmental Security, Operations Security, Network Security, Product Security, Third-Party Security, Incident Response, Business Continuity/Disaster Recovery, Continuous Monitoring, Vulnerability Management and Compliance.

GOVERNANCE

Checkr's ISMS (information security management system) follows a top-down approach and is driven by our ISMS Steering Committee comprised of cross functional department heads. The executive team meets at least bi-annually to discuss the current posture of the program including the scope, vision, information security policy, risks, internal and external audit non-conformities, corrective actions, etc. Tasks are delegated to information owners and custodians to maintain and continually improve the ISMS.

PEOPLE SECURITY

People are every company's greatest asset and biggest weakness. The people creating Checkr products are important and therefore processes have been implemented to ensure we are hiring the right people. All Checkr employees prior to employment must go through a background screen that consist of a SSN trace, Sex Offender Search, Global Watchlist Search, National and Federal Criminal Search, Federal Civil Search, County Criminal Searches, Employment Verification and Education Verification. Once cleared, employees are required to sign and acknowledge company terms and conditions, non-disclosure agreements, policies and procedures.

CHECKR SECURITY WHITEPAPER

Checkr has implemented a security awareness program which requires all Checkr employees to attend a security training during onboarding week and are required to pass a test afterwards. Checkr provides continuous education campaigns through various communication channels regularly.

RISK MANAGEMENT

Checkr has established a risk management program to demonstrate our commitment to information security. We leverage ISO 27005 Risk Management framework to prioritize risks identified. Checkr identifies all critical tangible and intangible assets to our business and assess the assets against potential threats and vulnerabilities. We incorporate a business impact analysis (BIA) for all assets. Assets within and outside of Checkr's risk appetite are mitigated and managed so we can protect privacy and Checkr's Confidentiality, Integrity and Availability (CIA) of the asset. Risk assessments are conducted at least annually and/or when major changes occur to the scope of the business.

ACCESS CONTROL

The concept of access control touches all three of the fundamental components of information security: Confidentiality, Integrity, Availability. It is a key component in preserving Confidentiality and Integrity by limiting access to Checkr's information. Checkr assures that access is granted to only to those personnel with a valid business reason and justification. Availability ties to access control by restricting access to those personnel with "need to know" and limiting user privileges. For ease of understanding, Checkr follows a Role Based Access Control (RBAC) model for user access provisioning / de-provisioning. Checkr leverages a world class identity management multi-factor authentication solution for employees to access information systems.



User and privileged user access is reviewed on a continual basis. Prior to a Checkr employee separating from the organization, all access is revoked.

PRODUCT SECURITY

The mission of Checkr's product security is to enable the product teams to build solutions that are best in class when it comes to security. Checkr teams must perform security checks to ensure we create secure products at each stage of development: requirements, design, implementation and deployment. Checkr engineers continuously perform security checks such as regular penetration test by independent third parties, internal security reviews, internal and external security audits and regularly conducted threat models. All patching and deployments into production must go in accordance to our formal Change Management process. Checkr works with a world class bug bounty firm that helps Checkr triage and recreate all vulnerabilities found. Our bug bounty program provides an incentive for ethical hackers to responsibly disclose software bugs. This outside evaluation provides Checkr an independent view point of our applications to help keep users safe.

INCIDENT RESPONSE

Checkr is dedicated to monitoring and responding to security incidents (physical, cyber, etc.) in a timely manner. Checkr has developed an incident response policy to help prepare our dedicated IRT (incident response team). On at least an annual basis, Checkr works with an independent cybersecurity firm to recreate real life scenarios and test the effectiveness of our program. Checkr models our incident response lifecycle based on the NIST 800-61 Computer Security Incident Handling Guide and it is divided into four phases: Preparation, Detection & Analysis, Containment Eradication & Recovery and Post-Incident Activity.

CRYPTOGRAPHY

Data in transit

All in bound HTTPS traffic goes through a cloud-based security platform that provides multiple layers of DDoS protection. All inbound connections use TLS 1.2, are encrypted and authenticated using AES-256 encryption. All of our database servers require SSL encrypted connections.

Data at rest

Our database instances, backups and read replicas are encrypted at rest using the industry standard AES-256 algorithm. This provides an additional layer of data protection by securing our data from unauthorized access to the underlying storage. For file storage, we use Amazon S3 buckets, which allows us to encrypt files with server-side encryption.

CLOUD & NETWORK INFRASTRUCTURE SECURITY

Direct access to infrastructure, networks and data is minimized to the greatest extent possible. Where possible, control planes are used to manage services running in production, to reduce direct access to host infrastructure, networks and data. Direct access to production resources is restricted to employees requiring access and requires approval, strong multifactor authentication and access via a bastion host.

Checkr's production environment, where all customer data and customer-facing applications sit, is a logically isolated Virtual Private Cloud (VPC). Production and non-production networks are segregated. All network access between production hosts is restricted using firewalls to only allow authorized services to interact in the production network.

VULNERABILITY MANAGEMENT

Checkr has created a vulnerability management program to identify, respond and triage vulnerabilities against the Checkr platform. Checkr approaches continuous monitoring through the development of proactive and detective capabilities. Through the ongoing awareness of vulnerabilities, incidents and threats, Checkr is poised to respond and mitigate accordingly.

PHYSICAL SECURITY

Datacenter Security

Checkr leverages AWS data centers for all production systems and customer data. AWS follows industry best practices and complies with an array of compliance standards. Refer to AWS SOC reports here: <https://aws.amazon.com/compliance/soc-faqs/>

Office Security

Checkr is located at 1 Montgomery St. Suite 2000 San Francisco, CA 94104 The building where Checkr's suite is located in are managed by security personnel 24x7 365 days a year. All Checkr entry points are locked and secure at all times and require an electronic key card access to enter. Visitors are required to check in with the building receptionist before being allowed elevator access to Checkr's suite followed by being greeted by our receptionist. CCTV's, fire detection systems and other safeguards are in place to maintain a restrict and secure environment.

BUSINESS CONTINUITY PLAN / DISASTER RECOVERY PLAN

Recovery Planning

Checkr maintains a formal BCP/DRP that is regularly reviewed and updated by executive management at least annually

Plan testing/exercising

Checkr tests elements of its BCP/DRP at least annually. Post mortems are documented and reviewed with management to address issues and strengthen weak areas.

Review and approval of the BCP/DRP

As part of our ISMS program, the BCP/DRP is reviewed at least annually by management.

Redundancy

Checkr performs regular backups of Checkr account information, call records, call recordings and other critical data using Amazon S3 cloud storage solution. All backups are encrypted in transit and at rest using industry standard encryption. AWS (Amazon Web Services) spans across multiple geographic regions and availability zones. Checkr backup files are stored redundantly across multiple availability zones to create a fully backed-up and restorable environment.

THIRD-PARTY SECURITY

All third-parties used by Checkr are assessed thoroughly by going through a vendor risk assessment and analyzed by our security team. Once the third-party is validated and meet Checkr's security requirements, Checkr will periodically review security controls and SLA agreements. Checkr ensures that data is returned and/or deleted at the end of a vendor relationship.



COMPLIANCE

Checkr complies with applicable legal, industry and regulatory requirements as well as industry best practices.

ISO 27001 (Information Security)

Checkr is ISO/IEC 27001:2013 certified.

NAPBS (National Association of Professional Background Screeners)

Checkr is NAPBS accredited.

SOC 2 type II

Checkr is SOC 2 compliant (Security, Availability, Confidentiality).

ANNEX IV: LIST OF SUB-PROCESSORS

The data importer has the data exporter's general authorisation for the engagement of sub-processors, which are included on the following list:

<https://checkr.com/sub-processor-list>.



Human Resources

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5831
Fax: 228-868-5722

MEMO TO: City Council
Jeff Bruni, City Attorney

Human Resources
1422 23rd Ave
Gulfport, MS 39501

FROM: Samantha S. Sherrill, Human Resources Manager
Leonard Papania, CAO

RE: Check R replacing Good Hire Background Check (HR Dept)

DATE: December 8th, 2022

The Human Resources Department processes background checks through GoodHire. Checkr is the company that has bought out GoodHire. The background check system CheckR has no cost increase associated with the background check, which is a total of \$15.00 per test. The only additional costs associated with the background check is if the check shows a felony or misdemeanor charge, an investigator will investigate and provide the disposition. In the event this happens, it will cost an additional \$5.00. The HR Department runs about 250-300 background checks a year. Out of that 200-300 checks you can expect 5% of those to come back with a felony or misdemeanor charge. In the last 12 months we experienced 13 background checks that fell into this category.



**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: December 8, 2022

RE: Cisco Duo Access – Information Technology

The Purchasing Department reviewed the quotes received on the above referenced item and determined IT Savvy to be the lowest and best bid for a total amount of \$39,003.73.

The tabulation below shows the lowest and best bid determination. We respectfully request this be spread across the minutes.

Thank you for your consideration.

	ITsavvy	SHI	CDW-G
Cisco-Duo Security License	\$32,502.00	\$34,104.000	\$35,970.00
Additional License – consulting	\$6,501.73	\$6,701.58	\$6,002.70
Total	\$39,003.73	\$40,805.58	\$41,972.70



Cisco End User License Agreement

1. Scope and Applicability

- 1.1 This End User License Agreement (“**EULA**”) between You and Cisco covers Your use of the Software and Cloud Services (“**Cisco Technology**”). This document also incorporates any [Product Specific Terms](#) that may apply to specific Cisco Technology. Definitions of capitalized terms are in Section 13 (Definitions).
- 1.2 **You agree to be bound by this EULA through:**
 - (a) **Your download, installation, or use of the Cisco Technology; or**
 - (b) **Your express agreement to this EULA.**
- 1.3 **If You do not have authority to enter into this EULA or You do not agree with its terms, do not use the Cisco Technology. You may request a refund for the Software within 30 days of Your initial purchase provided You return the Software to the Approved Source and disable or uninstall it. This paragraph does not apply where You have expressly agreed to end user license terms with Cisco as part of a transaction with an Approved Source.**

2. Using Cisco Technology

- 2.1 **License and Right to Use.** Cisco grants You a non-exclusive, non-transferable (except regarding Software, as permitted under the [Cisco Software Transfer and Re-Use Policy](#)):
 - (a) license to use the Software; and
 - (b) right to use the Cloud Servicesboth as acquired from an Approved Source, for Your direct benefit during the Usage Term and as set out in Your Entitlement and this EULA (collectively, the “**Usage Rights**”).
- 2.2 **Use by Third Parties.** You may permit Authorized Third Parties to exercise the Usage Rights on Your behalf, provided that You are responsible for:
 - (a) ensuring that such Authorized Third Parties comply with this EULA; and
 - (b) any breach of this EULA by such Authorized Third Parties.
- 2.3 **Beta and Trial Use.** If Cisco grants You Usage Rights in Cisco Technology on a trial, evaluation, beta or other free-of-charge basis (“**Evaluation Software and Services**”):
 - (a) You may only use the Evaluation Software and Services on a temporary basis for the period limited by the license key or specified by Cisco in writing. If there is no period identified, such use is limited to 30 days after the Evaluation Software and Services are made available to You;
 - (b) If You fail to stop using and/or return the Evaluation Software and Services or the equipment on which it is authorized for use by the end of the trial period, You may be invoiced for its list price and agree to pay such invoice;
 - (c) Cisco, in its discretion, may stop providing the Evaluation Software and Services at any time, at which point You will no longer have access to any related data, information, and files and must immediately cease using the Cisco Technology; and
 - (d) The Evaluation Software and Services may not have been subject to Cisco’s usual testing and quality assurance processes and may contain bugs, errors, or other issues. Unless agreed in writing by Cisco, You will not put Evaluation Software and Services into production use. Cisco provides Evaluation Software and Services “AS-IS” without support or any express or implied warranty or indemnity for any problems or issues, and Cisco has no liability relating to Your use of the Evaluation Software and Services.
- 2.4 **Upgrades or Additional Copies of Software.** You may only use Upgrades or additional copies of the Software beyond Your license Entitlement if You have:
 - (a) acquired such rights under a support agreement covering the Software; or

- (b) purchased the right to use Upgrades or additional copies separately.
- 2.5 **Interoperability of Software.** If required by law and upon Your request, Cisco will provide You with the information needed to achieve interoperability between the Software and another independently created program, provided You agree to any additional terms reasonably required by Cisco. You will treat such information as Confidential Information.
- 2.6 **Subscription Renewal.** Usage Rights in Cisco Technology acquired on a subscription basis will automatically renew for the renewal period indicated on the order You or Your Cisco Partner placed with Cisco (“**Renewal Term**”) unless:
 - (a) You notify Your Approved Source in writing at least 45 days before the end of Your then-current Usage Term of Your intention not to renew; or
 - (b) You or Your Cisco Partner elect not to auto-renew at the time of the initial order placed with Cisco. Your Approved Source will notify You reasonably in advance of any Renewal Term if there are fee changes. The new fees will apply for the upcoming Renewal Term unless You or Your Cisco Partner promptly notify Cisco in writing, before the renewal date, that You do not accept the fee changes. In that case, Your subscription will terminate at the end of the current Usage Term.

3. Additional Conditions of Use

- 3.1 **Cisco Technology Generally.** Unless expressly agreed by Cisco, You may not:
 - (a) transfer, sell, sublicense, monetize or make the functionality of any Cisco Technology available to any third party;
 - (b) use the Software on second hand or refurbished Cisco equipment not authorized by Cisco, or use Software licensed for a specific device on a different device (except as permitted under [Cisco's Software License Portability Policy](#));
 - (c) remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks;
 - (d) reverse engineer, decompile, decrypt, disassemble, modify, or make derivative works of the Cisco Technology; or
 - (e) use Cisco Content other than as part of Your permitted use of the Cisco Technology.
- 3.2 **Cloud Services.** You will not intentionally:
 - (a) interfere with other customers' access to, or use of, the Cloud Service, or with its security;
 - (b) facilitate the attack or disruption of the Cloud Service, including a denial-of-service attack, unauthorized access, penetration testing, crawling or distribution of malware (including viruses, trojan horses, worms, time bombs, spyware, adware and cancelbots);
 - (c) cause an unusual spike or increase in Your use of the Cloud Service that negatively affects operation of the Cloud Service; or
 - (d) submit any information that is not contemplated in the applicable Documentation.
- 3.3 **Evolving Cisco Technology**
 - (a) **Changes to Cloud Services.** Cisco may:
 - (1) enhance or refine a Cloud Service, although in doing so, Cisco will not materially reduce the core functionality of that Cloud Service, except as contemplated in Section 3.3(b) (End of Life); and
 - (2) perform scheduled maintenance of the infrastructure and software used to provide a Cloud Service, during which You may experience some disruption to that Cloud Service. Whenever reasonably practicable, Cisco will provide You with advance notice of such maintenance. You acknowledge that occasionally, Cisco may need to perform emergency maintenance without providing You advance notice, during which Cisco may temporarily suspend Your access to, and use of, the Cloud Service.
 - (b) **End of Life**
 - (1) Cisco may end the life of Cisco Technology, including component functionality (“**EOL**”), by providing written notice on [Cisco.com](#). If You or Your Cisco Partner prepaid a fee for Your use of Cisco Technology that becomes EOL before the expiration of Your then-current Usage Term, Cisco will use commercially reasonable efforts to transition You to a substantially similar Cisco Technology. If Cisco does not have substantially similar Cisco Technology, then

Cisco will credit You or Your Cisco Partner any unused portion of the prepaid fee for the Cisco Technology declared EOL ("**EOL Credit**").

- (2) The EOL Credit will be calculated from the last date the applicable Cisco Technology is available to the last date of the applicable Usage Term. Such credit can be applied towards the future purchase of Cisco products.

- 3.4 **Protecting Account Access.** You will keep all account information up to date, use reasonable means to protect Your account information, passwords and other login credentials, and promptly notify Cisco of any known or suspected unauthorized use of or access to Your account.
- 3.5 **Use with Third Party Products.** If You use the Cisco Technology with third party products, such use is at Your risk. You are responsible for complying with any third-party provider terms, including its privacy policy. Cisco does not provide support or guarantee ongoing integration support for products that are not a native part of the Cisco Technology.
- 3.6 **Open Source Software.** Open source software not owned by Cisco is subject to separate license terms set out at www.cisco.com/go/opensource. Cisco's use of open source code in Cisco Technology will not:
 - (a) materially or adversely affect Your ability to exercise Usage Rights in that Cisco Technology; or
 - (b) cause Your software to become subject to an open source license, provided You only use Cisco Technology in accordance with Documentation and in object code form.

4. Fees

To the extent permitted by law, orders for the Cisco Technology are non-cancellable. Fees for Your use of Cisco Technology are set out in Your purchase terms with Your Approved Source. If You use Cisco Technology beyond Your Entitlement ("**Overage**"), the Approved Source may invoice You, and You agree to pay, for such Overage.

5. Confidential Information and Use of Data

5.1 Confidentiality

- (a) Recipient will hold in confidence and use no less than reasonable care to avoid disclosure of any Confidential Information to any third party, except for its employees, affiliates and contractors who have a need to know ("**Permitted Recipients**").
- (b) Recipient:
 - (1) must ensure that its Permitted Recipients are subject to written confidentiality obligations no less restrictive than the Recipient's obligations under this EULA; and
 - (2) is liable for any breach of this Section by its Permitted Recipients.
- (c) Such nondisclosure obligations will not apply to information which:
 - (1) is known by Recipient without confidentiality obligations;
 - (2) is or has become public knowledge through no fault of Recipient; or
 - (3) is independently developed by Recipient.
- (d) Recipient may disclose Discloser's Confidential Information if required under a regulation, law or court order provided that Recipient provides prior notice to Discloser (to the extent legally permissible) and reasonably cooperates, at Discloser's expense, regarding protective actions pursued by Discloser.
- (e) Upon the reasonable request of Discloser, Recipient will either return, delete or destroy all Confidential Information of Discloser and certify the same.

5.2 How We Use Data.

Cisco will access, process and use data in connection with Your use of the Cisco Technology in accordance with applicable privacy and data protection laws. Cisco's Customer Master Data Protection Agreement ("**Customer MDPA**") which is available at this [link](#) (or terms executed between You and Cisco governing the same scope) is incorporated by reference and solely applies to Your personal data as defined in the MDPA processed by Cisco on Your behalf when using the Cisco Technology. For further detail, please visit [Cisco's Security and Trust Center](#).

- 5.3 **Notice and Consent.** To the extent Your use of the Cisco Technology requires it, You are responsible for providing notice to, and obtaining consents from, individuals regarding the collection, processing, transfer and storage of their data through Your use of the Cisco Technology.

6. Ownership

- 6.1 Unless agreed in writing, nothing in this EULA transfers ownership in, or grants any license to, any intellectual property rights. You retain any ownership of Your content and Cisco retains ownership of the Cisco Technology and Cisco Content.
- 6.2 Cisco may use any feedback You provide in connection with Your use of the Cisco Technology as part of its business operations.

7. Indemnification

- 7.1 **Claims.** Cisco will defend any third party claim against You that Your valid use of Cisco Technology under Your Entitlement infringes a third party's patent, copyright or registered trademark (the "**IP Claim**"). Cisco will indemnify You against the final judgment entered by a court of competent jurisdiction or any settlements arising out of an IP Claim, provided that You:

- (a) promptly notify Cisco in writing of the IP Claim;
- (b) fully cooperate with Cisco in the defense of the IP Claim; and
- (c) grant Cisco the right to exclusively control the defense and settlement of the IP Claim, and any subsequent appeal.

Cisco will have no obligation to reimburse You for attorney fees and costs incurred prior to Cisco's receipt of notification of the IP Claim. You, at Your own expense, may retain Your own legal representation.

- 7.2 **Additional Remedies.** If an IP Claim is made and prevents Your exercise of the Usage Rights, Cisco will either procure for You the right to continue using the Cisco Technology, or replace or modify the Cisco Technology with functionality that is at least equivalent. Only if Cisco determines that these alternatives are not reasonably available, Cisco may terminate Your Usage Rights granted under this EULA upon written notice to You and will refund You a prorated portion of the fee You paid for the Cisco Technology for the remainder of the unexpired Usage Term.

- 7.3 **Exclusions.** Cisco has no obligation regarding any IP Claim based on:

- (a) compliance with any designs, specifications, or requirements You provide or a third party provides;
- (b) Your modification of any Cisco Technology or modification by a third party;
- (c) the amount or duration of use made of the Cisco Technology, revenue You earned, or services You offered;
- (d) combination, operation, or use of the Cisco Technology with non-Cisco products, software or business processes;
- (e) Your failure to modify or replace the Cisco Technology as required by Cisco; or
- (f) any Cisco Technology provided on a no charge, beta or evaluation basis.

- 7.4 This Section 7 states Cisco's entire obligation and Your exclusive remedy regarding any IP Claim against You.

8. Warranties and Representations

- 8.1 **Performance.** Cisco warrants that:

- (a) for 90 days from the Delivery Date or longer as stated in Documentation, or on www.cisco.com/go/warranty, the Software substantially complies with the Documentation; and
- (b) during the Usage Term, it provides the Cloud Services with commercially reasonable skill and care in accordance with the Documentation and Product Specific Terms.

- 8.2 **Malicious Code.** Cisco will use commercially reasonable efforts to deliver Cisco Technology free of Malicious Code.

- 8.3 **Qualifications**

- (a) Sections 8.1 and 8.2 do not apply if the Cisco Technology or the equipment on which it is authorized for use:
 - (1) has been altered, except by Cisco or its authorized representative;
 - (2) has been subjected to abnormal physical conditions, accident or negligence, or installation or use inconsistent with this EULA or Cisco's instructions;
 - (3) is acquired on a no charge, beta or evaluation basis;
 - (4) is not a Cisco-branded product or service; or
 - (5) has not been provided by an Approved Source.

- (b) Upon Your prompt written notification to the Approved Source during the warranty period of Cisco's breach of this Section 8, Your sole and exclusive remedy (unless otherwise required by law) is, at Cisco's option, either:
 - (1) repair or replacement of the applicable Cisco Technology; or
 - (2) a refund of either:
 - (A) the license fees paid for the non-conforming Software; or
 - (B) the fees paid for the period in which the Cloud Service did not comply, excluding any amounts paid or owed under an applicable service level agreement/objective.
- (c) Where Cisco provides a refund of license fees for Software, You must return or destroy all copies of the applicable Software.
- (d) **Except as set out in this Section and to the extent permitted by law, Cisco expressly disclaims all warranties and conditions of any kind, express or implied, including without limitation any warranty, condition or other implied term as to merchantability, fitness for a particular purpose or non-infringement, or that the Cisco Technology will be secure, uninterrupted or error-free.**
- (e) If You are a consumer, You may have legal rights in Your country of residence that prohibit the limitations set out in this Section from applying to You, and, to the extent prohibited, they will not apply.

9. Liability

- 9.1 Neither party will be liable for indirect, incidental, exemplary, special or consequential damages; loss or corruption of data or interruption or loss of business; or loss of revenues, profits, goodwill or anticipated sales or savings.
- 9.2 The maximum aggregate liability of each party under this EULA is limited to:
 - (a) for claims solely arising from Software licensed on a perpetual basis, the fees received by Cisco for that Software; or
 - (b) for all other claims, the fees received by Cisco for the applicable Cisco Technology and attributable to the 12 month period immediately preceding the first event giving rise to such liability.
- 9.3 Sections 9.1 and 9.2 do not apply to liability arising from:
 - (a) Your failure to pay all amounts due; or
 - (b) Your breach of Sections 2.1 (License and Right to Use), 3.1 (Cisco Technology Generally), 3.2 (Cloud Services) or 12.8 (Export).
- 9.4 This limitation of liability applies whether the claims are in warranty, contract, tort (including negligence), infringement, or otherwise, even if either party has been advised of the possibility of such damages. Nothing in this EULA limits or excludes any liability that cannot be limited or excluded under applicable law. This limitation of liability is cumulative and not per incident.

10. Termination and Suspension

- 10.1 **Suspension.** Cisco may immediately suspend Your Usage Rights if You breach Sections 2.1 (License and Right to Use), 3.1 (Cisco Technology Generally), 3.2 (Cloud Services), 5.1 (Confidentiality) or 12.8 (Export).
- 10.2 **Termination**
 - (a) If a party materially breaches this EULA and does not cure that breach within 30 days after receipt of written notice of the breach, the non-breaching party may terminate this EULA for cause.
 - (b) Cisco may immediately terminate this EULA if You breach Sections 2.1 (License and Right to Use), 3.1 (Cisco Technology Generally), 3.2 (Cloud Services) or 12.8 (Export).
 - (c) Upon termination of the EULA, You must stop using the Cisco Technology and destroy any copies of Software and Confidential Information within Your control.
 - (d) If this EULA is terminated due to Cisco's material breach, Cisco will refund You or Your Approved Source, the prorated portion of fees You have prepaid for the Usage Rights beyond the date of termination.
 - (e) Upon Cisco's termination of this EULA for Your material breach, You will pay Cisco or the Approved Source any unpaid fees through to the end of the then-current Usage Term. If You continue to use or access any Cisco Technology after termination, Cisco or the Approved Source may invoice You, and You agree to pay, for such continued use.

11. Verification

- 11.1 During the Usage Term and for a period of 12 months after its expiry or termination, You will take reasonable steps to maintain complete and accurate records of Your use of the Cisco Technology sufficient to verify compliance with this EULA ("**Verification Records**"). Upon reasonable advance notice, and no more than once per 12 month period, You will, within 30 days from Cisco's notice, allow Cisco and its auditors access to the Verification Records and any applicable books, systems (including Cisco product(s) or other equipment), and accounts during Your normal business hours.
- 11.2 If the verification process discloses underpayment of fees:
- (a) You will pay such fees; and
 - (b) You will also pay the reasonable cost of the audit if the fees owed to Cisco as a result exceed the amounts You paid for Your Usage Rights by more than 5%.

12. General Provisions

- 12.1 **Survival.** Sections 3 (Additional Conditions of Use), 4 (Fees), 5 (Confidential Information and Use of Data), 6 (Ownership), 8 (Warranties and Representations), 9 (Liability), 10 (Termination and Suspension), 11 (Verification) and 12 (General Provisions) survive termination or expiration of this EULA.
- 12.2 **Third Party Beneficiaries.** This EULA does not grant any right or cause of action to any third party.
- 12.3 **Assignment and Subcontracting.**
- (a) Except as set out below, neither party may assign or novate this EULA in whole or in part without the other party's express written consent.
 - (b) Cisco may:
 - (1) by written notice to You, assign or novate this EULA in whole or in part to an Affiliate of Cisco, or otherwise as part of a sale or transfer of any part of its business; or
 - (2) subcontract any performance associated with the Cisco Technology to third parties, provided that such subcontract does not relieve Cisco of any of its obligations under this EULA.
- 12.4 **US Government End Users.** The Software, Cloud Services and Documentation are deemed to be "commercial computer software" and "commercial computer software documentation" pursuant to FAR 12.212 and DFARS 227.7202. All US Government end users acquire the Software, Cloud Services and Documentation with only those rights set forth in this EULA. Any provisions that are inconsistent with federal procurement regulations are not enforceable against the US Government.
- 12.5 **Cisco Partner Transactions.** If You purchase Cisco Technology from a Cisco Partner, the terms of this EULA apply to Your use of that Cisco Technology and prevail over any inconsistent provisions in Your agreement with the Cisco Partner.
- 12.6 **Modifications to the EULA.** Cisco may change this EULA or any of its components by updating this EULA on Cisco.com. Changes to the EULA apply to any Entitlements acquired or renewed after the date of modification.
- 12.7 **Compliance with Laws**
- (a) **General.** Each party will comply with all laws and regulations applicable to their respective obligations under this EULA. Cisco may restrict the availability of Cisco Technology in any particular location or modify or discontinue features to comply with applicable laws and regulations.
 - (b) **Data collection and transfer.** If You use the Cisco Technology in a location with local laws requiring a designated entity to be responsible for collection of data about individual end users and transfer of data outside of that jurisdiction (e.g. Russia and China), You acknowledge that You are the entity responsible for complying with such laws.
- 12.8 **Export.** Cisco's Software, Cloud Services, products, technology and services (collectively the "**Cisco Products**") are subject to U.S. and local export control and sanctions laws. You acknowledge and agree to the applicability of and Your compliance with those laws, and You will not receive, use, transfer, export or re-export any Cisco Products in a way that would cause Cisco to violate those laws. You also agree to obtain any required licenses or authorizations.
- 12.9 **Governing Law and Venue.** This EULA, and any disputes arising from it, will be governed exclusively by the governing law below, based on Your primary place of business and without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods. The courts and venues set out below will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the EULA or its formation, interpretation or enforcement. Each party consents and submits to the exclusive jurisdiction of

such courts. Regardless of the below governing law, either party may seek interim injunctive relief in any court of appropriate jurisdiction regarding any alleged breach of Cisco's intellectual property or proprietary rights.

Your Primary Place of Business	Governing Law	Jurisdiction and Venue
United States, Latin America or the Caribbean, or any other location not specified below.	State of California, United States	Superior Court of California, County of Santa Clara and Federal Courts of the Northern District of California
Africa	England	English Courts
Asia*	England	English Courts
Australia	State of New South Wales, Australia	State and Federal Courts in New South Wales
Canada	Province of Ontario, Canada	Courts of the Province of Ontario
China	People's Republic of China	Hong Kong International Arbitration Center
Europe*	England	English Courts
Italy	Italy	Court of Milan
Japan	Japan	Tokyo District Court of Japan
Middle East	England	English Courts
Oceania*	England	English Courts

* Excluding countries listed separately in this table.

If You are a US public sector agency or government institution in the United States, the laws of the primary jurisdiction in which You are located will govern the EULA and any disputes arising from it. For US Federal Government customers, this EULA will be controlled and construed under the laws of the United States.

- 12.10 **Notice.** Any notice delivered by Cisco to You under this EULA will be delivered via email, regular mail or postings on [Cisco.com](https://www.cisco.com). Notices to Cisco should be sent to Cisco Systems, Office of General Counsel, 170 West Tasman Drive, San Jose, CA 95134 unless this EULA, applicable Product Specific Terms or an order specifically allows other means of notice.
- 12.11 **Force Majeure.** Except for payment obligations, neither party will be responsible for failure to perform its obligations due to an event or circumstances beyond its reasonable control.
- 12.12 **No Waiver.** Failure by either party to enforce any right under this EULA will not waive that right.
- 12.13 **Severability.** If any portion of this EULA is not enforceable, it will not affect any other terms.
- 12.14 **Entire agreement.** This EULA is the complete agreement between the parties regarding the subject matter of this EULA and supersedes all prior or contemporaneous communications, understandings or agreements (whether written or oral).
- 12.15 **Translations.** Cisco may provide local language translations of this EULA in some locations. You agree those translations are provided for informational purposes only and if there is any inconsistency, the English version of this EULA will prevail.
- 12.16 **Order of Precedence.** If there is any conflict between this EULA and any Product Specific Terms expressly referenced in this EULA, the order of precedence is:
- (a) such Product Specific Terms;
 - (b) this EULA (excluding the Product Specific Terms and any Cisco policies); then
 - (c) any applicable Cisco policy expressly referenced in this EULA and any agreement expressly incorporated by reference.

13. Definitions

"Affiliate" means any corporation or company that directly or indirectly controls, or is controlled by, or is under common control with the relevant party, where "control" means to: (a) own more than 50% of the relevant party;

or (b) be able to direct the affairs of the relevant party through any lawful means (e.g., a contract that allows control).

“Approved Source” means Cisco or a Cisco Partner.

“Authorized Third Parties” means Your Users, Your Affiliates, Your third party service providers, and each of their respective Users, permitted to access and use the Cisco Technology on Your behalf as part of Your Entitlement.

“Cisco” “we” “our” or “us” means Cisco Systems, Inc. or its applicable Affiliate(s).

“Cisco Content” means any:

- (a) content or data provided by Cisco to You as part of Your use of the Cisco Technology; and
- (b) content or data that the Cisco Technology generates or derives in connection with Your use.

Cisco Content includes geographic and domain information, rules, signatures, threat intelligence and data feeds and Cisco’s compilation of suspicious URLs.

“Cisco Partner” means a Cisco authorized reseller, distributor or systems integrator authorized by Cisco to sell Cisco Technology.

“Cloud Service” means the Cisco hosted software-as-a-service offering or other Cisco cloud-enabled feature described in the applicable Product Specific Terms. Cloud Service includes applicable Documentation and may also include Software.

“Confidential Information” means non-public proprietary information of the disclosing party (**“Discloser”**) obtained by the receiving party (**“Recipient”**) in connection with this EULA, which:

- (a) is conspicuously marked as confidential or if verbally disclosed, is summarized in writing to the Recipient within 14 days and marked as confidential; or
- (b) is information which by its nature should reasonably be considered confidential whether disclosed in writing or verbally.

“Delivery Date” means the date agreed in Your Entitlement, or if no date is agreed:

- (a) where Usage Rights in Software or Cloud Services are granted separately:
 - (1) for Software, the earlier of the date Software is made available for download or installation, or the date that Cisco ships the tangible media containing the Software; and
 - (2) for Cloud Services, the date on which the Cloud Service is made available for Your use; or
- (b) where Usage Rights in Software and Cloud Services are granted together, the earlier of the date Software is made available for download, or the date on which the Cloud Service is made available for Your use.

“Documentation” means the technical specifications and usage materials officially published by Cisco specifying the functionalities and capabilities of the applicable Cisco Technology.

“Entitlement” means the specific metrics, duration, and quantity of Cisco Technology You commit to acquire from an Approved Source through individual acquisitions or Your participation in a Cisco buying program.

“Malicious Code” means code designed or intended to disable or impede the normal operation of, or provide unauthorized access to, networks, systems, Software or Cloud Services other than as intended by the Cisco Technology (for example, as part of some of Cisco’s security products).

“Product Specific Terms” means additional product related terms applicable to specific Cisco Technology as set out at www.cisco.com/go/softwareterms.

“Software” means the Cisco computer programs, including Upgrades, firmware and applicable Documentation.

“Upgrades” means all updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Software.

“Usage Term” means the period commencing on the Delivery Date and continuing until expiration or termination of the Entitlement, during which period You have the right to use the applicable Cisco Technology.

“User” means the individuals (including contractors or employees) permitted to access and use the Cisco Technology on Your behalf as part of Your Entitlement.

“You” means the individual or legal entity acquiring Usage Rights in the Cisco Technology.



Offer Description: Duo

This offer description ("**Offer Description**") describes supplemental terms and conditions that will govern Your use of Duo ("Duo" or the "Cisco Technology"). Your subscription is governed by this Offer Description and the Cisco End User License Agreement located at www.cisco.com/go/eula (or similar terms existing between you and Cisco) ("**Agreement**"). If capitalized terms are not defined in this Offer Description, then they have the meaning given to them in the Agreement or order(s).

1. Description

Multi-factor authentication from Cisco's Duo is a cloud-based solution that protects your applications by using a second source of validation, such as a phone or token, to verify user identity before granting access. Please consult the Duo Documentation located at <https://duo.com/docs>, which Cisco may amend from time to time, for further information on technical specifications, configuration requirements, features and functionalities.

2. Supplemental Terms and Conditions

2.1. Telephony

Your Order will indicate an initial allotment of telephony credits, if applicable. You may purchase additional telephony credits separately via the billing section of the Duo administrator panel or by contacting a sales representative. U.S. and international rates for telephony can be found at https://www.duo.com/docs/telephony_credits.

2.2. Hardware Tokens

If You have purchased Hardware Tokens as part of the Cloud Service, Cisco warrants to You only that Hardware Tokens will be free of hidden defects in material and workmanship at the time of sale and for a period of six (6) months thereafter. This Hardware Token warranty is limited to replacement of defective Hardware Tokens and is Your exclusive remedy for defective Hardware Tokens. Title in the Hardware Tokens transfers to You upon shipment from Cisco's applicable fulfillment facility in the United States.

2.3. Service Level Agreement

The description of the availability of the Cloud Service ("SLA") is located at: <https://www.duo.com/legal/sla>. The SLA is subject to full compliance with the terms and conditions of this Offer Description and the Agreement and includes the sole and exclusive remedies related to the SLA.

3. Data Protection

The Duo Privacy Data Sheet (available [here](#)) describes the Personal Data that Cisco collects and processes as part of the delivery of the Cloud Services. For further details on how Cisco processes, uses and protects all categories of data, please visit [Cisco's Security and Trust Center](#).

4. Support & Maintenance

Support for the Cloud Service is described at <https://duo.com/support>.

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 FIRST AMENDMENT TO THE SOLID WASTE ADDENDUM TO THE
CITY’S CONTRACT WITH H2O INNOVATION OPERATION & MAINTENANCE,
LLC, AND FOR RELATED PURPOSES**

WHEREAS, the City has contracted with H2O Innovation Operation & Maintenance, LLC (“H2O”), to provide various services in connection with water, sewer, streets and drainage in and for the City of Gulfport pursuant to that certain CONTRACT FOR OPERATIONS AND MAINTENANCE OF THE WATER AND SEWER SYSTEMS AS WELL AS THE STREETS AND DRAINAGE SYSTEMS AND OTHER SYSTEMS FOR THE CITY OF GULFPORT, dated April 1, 2022 (hereinafter, “the Contract); and

WHEREAS, by mutual agreement, the City of Gulfport and H2O desire to amend the contract to provide for the addition of the following:

- 1) Three (3) boom trucks with associated personnel at an annual cost of \$150,000.00.

WHEREAS, a proposed FIRST AMENDMENT TO THE SOLID WASTE ADDENDUM TO THE CONTRACT FOR OPERATIONS AND MAINTENANCE OF THE WATER AND SEWER SYSTEMS AS WELL AS THE STREETS AND DRAINAGE SYSTEMS AND OTHER SYSTEMS FOR THE CITY OF GULFPORT is attached hereto as Exhibit “A”.

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

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

SECTION 2. That the First Amendment to the Solid Waste Addendum to the Contract with H2O Innovation Operation & Maintenance, LLC, be and the same is hereby approved in the form as is found in Exhibit “A” to this resolution, and the Mayor (or his designee) is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That this resolution shall be in full force and effect upon passage. It shall be shall be spread on the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, 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

**STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT
CITY OF GULFPORT**

**FIRST AMENDMENT TO THE SOLID WASTE ADDENDUM TO THE CONTRACT
FOR OPERATIONS AND MAINTENANCE OF THE WATER AND SEWER SYSTEMS AS
WELL AS THE STREETS AND DRAINAGE SYSTEMS AND OTHER SYSTEMS FOR THE
CITY OF GULFPORT**

THIS FIRST AMENDMENT to the Solid Waste Addendum to the Contract (as defined below) 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 writing certain covenants and conditions of that certain SOLID WASTE ADDENDUM to the CONTRACT FOR OPERATIONS AND MAINTENANCE OF THE WATER AND SEWER SYSTEMS AS WELL AS THE STREETS AND DRAINAGE SYSTEMS AND OTHER SYSTEMS FOR THE CITY OF GULFPORT (herein "**the Contract**"), approved by the Gulfport City Council and signed by the Mayor in 2022, and subsequently signed and executed by the authorized representative of H2O, and as heretofore amended, and the Solid Waste Addendum to the Contract is hereby further amended by this FIRST AMENDMENT, as follows:

WITNESSETH THAT:

WHEREAS, the City of Gulfport, Mississippi, and H2O desire to increase the capacity of H2O to provide the services outlined in the aforementioned Solid Waste Addendum to the Contract, and

WHEREAS, H2O is willing to provide a boom truck and associated personnel at the same cost as that included in its bid (and the same cost at which it currently providing a boom truck and associated personnel to the City under the Contract): \$150,000.00 per truck; and

WHEREAS, the City desires to increase the said capacity by adding three such trucks and associated personnel to the Addendum to the Contract.

NOW THEREFORE, for the purposes hereinabove set forth, it is hereby agreed by and between the parties that the Addendum to the Contract shall be hereby amended effective and commencing upon the receipt of each truck and hiring of necessary personnel, as follows:

A. That the matters, facts, and things recited in the Preamble hereto are hereby incorporated into this Amendment for all purposes.

B. That the Addendum to the Contract shall be amended to include the addition of three (3) boom trucks with associated personnel at a cost of ONE HUNDRED FIFTY-THOUSAND AND NO/100 (\$150,000.00) each..

IN WITNESS WHEREOF, each of the Owner and Operator has caused this First Amendment to the Solid Waste Addendum to the Contract to be signed, executed and delivered by its duly authorized representative on the day and date hereinafter stated, having been first duly authorized so to act.

OWNER:

CITY OF GULFPORT, MISSISSIPPI

ATTESTED BY: _____
City Clerk

By: _____
Mayor

_____, 2020

OPERATOR:

H2O INNOVATION OPERATION & MAINTENANCE, LLC

ATTESTED BY _____
Secretary

By: _____
Authorized Representative

_____, 2022



Memorandum – City of Gulfport

PUBLIC WORKS AND ENGINEERING

To: Mayor Billy Hewes and Members of the City Council

CC: Leonard Papania, CAO
Todd Harman, CPA, Director of Finance and Accounting
Tyler Gentry, Assistant Director of Public Works – Operations
Legal Department

From: Wayne E. Miller, P.E., Director of Public Works and Engineering

Date: December 12, 2022

Re: **First Amendment to the First Addendum**
- Contract for Operations and Maintenance of the Water and Sewer Systems, as well as, the Streets and Drainage Systems and Other Systems for the City of Gulfport
- H2O Innovation, LLC.

WEM

Attached for your consideration is the referenced First Amendment to the First Addendum, which will provide three (3) additional knuckle boom trucks, three (3) operators and all related costs.

The total cost per truck with operator and all related costs is \$150,000/year for a total of \$450,000/year. This will be funded by the Solid Waste Fund.

I recommend approval of this amendment.

Attachment:

1. First Amendment to First Addendum
2. Letter from H2O Innovation, Inc. dated December 7, 2022

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2022, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO ACCEPT A HOME DEPOT GRANT PROGRAM GRANT,
AND FOR RELATED PURPOSES**

WHEREAS, the Gulfport Fire Department applied for funding from Home Depot for a number of items including stove top fire suppressors, smoke detectors, fire extinguishers, escape ladders and other testers and tools for the Fire Prevention/Investigation Bureau; and

WHEREAS, Fire Chief Billy Kelley was recently advised that the City, by and through the Gulfport Fire Department, had been awarded a Home Depot Grant Program Grant in the form of the supplies and other items listed in the list from Chief Kelley and attached hereto as Exhibit “A” and valued at approximately \$25,000.00; and

WHEREAS, the City of Gulfport, by and through the Gulfport Fire Department, desires to accept the aforementioned grant and acknowledges that the supplies obtained are to be used for the purpose of continuing the Fire Prevention Smoke Detector program and other fire prevention efforts.

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

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

SECTION 2. That the City of Gulfport, by and through the Gulfport Fire Department, be and it is authorized to accept a Home Depot Grant Program Grant in the form of various supplies valued at approximately \$25,000.00 (see list attached hereto as Exhibit “A”) and, to the extent that Home Depot requires the execution of any documents to effectuate the award of the Grant, the Mayor and/or the Fire Chief are authorized to execute the same on behalf of the City.

SECTION 3. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

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

AYES

NAYS

ABSENT

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



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: December 6, 2022

Re: List of items from the Home Depot Grant Program

List of items from the Home Depot Grant Program:

50 – 2 packs of Stove Top Fire Suppressors
100 – 2 packs of Smoke Detectors
50 – 2 packs of 2.5lb Fire Extinguishers
50 – 5lb Fire Extinguishers
50 – 2 story Escape Ladders
50 – 3 story Escape Ladders
Electrical testers and tools for Fire Prevention/Investigation Bureau



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: December 6, 2022

Re: Permission to Accept Grant funds from the Home Depot Gulfport

Please place the item described below on the December 20, 2022 Council Agenda.

The Gulfport Fire Department respectfully requests permission to accept grant funding from The Home Depot Grant Program in the amount of approximately \$25,000.00. There are no matching funds required for this request.

Thank you for your consideration in this matter,

Billy Kelley
Fire Chief, City of Gulfport

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT AT THE 2023 UNITY FESTIVAL AND PARADE, AND FOR RELATED PURPOSES

WHEREAS, the 2023 Unity Festival is scheduled for Saturday, March 18, 2023, from 9:00 AM until 6:00 PM in “The Quarters” located in Central Gulfport and will feature a parade that will begin at 1:00 PM; and

WHEREAS, the City of Gulfport receives valuable advertising thru the advance public relations and press coverage afforded the annual Unity Festival and Parade, which attract hundreds to Gulfport’s historic “Quarters”; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising of the event by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure of \$890.00 (via in-kind donation of use of the large stage and fifteen trash cans) in support of the 2023 Unity Festival and Parade serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to expend, via special check, if necessary, municipal funds in the amount of Eight Hundred and Ninety Dollars

(\$890.00) via in-kind donation to be used to advertise the City of Gulfport at the 2023 Unity Festival and Parade.

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 _____, 2023.

(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 _____, 2023.

APPROVED:

MAYOR

UNITY FESTIVAL, INC.

November 30th, 2022

Dear Honorable Mayor and City Council,

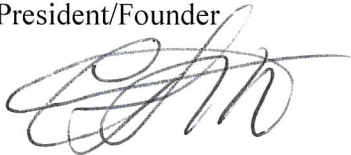
I am requesting a fee waiver for usage of the large stage with the roof and 15 trash cans for the 15th Annual Unity Festival on March 18, 2023. Last year, the City provided these items at no cost and it was a huge help to our event and our mission in the community. We are asking for these items again for 2023 at no cost. Again, we greatly appreciate the City's support and assistance towards this event.

For further information you may contact me via email or telephone:

Cassandra Harper Walton (228) 861-0161 or 228-863-0307
unityfestivalinc@gmail.com

THANKING YOU IN ADVANCE FOR YOUR SHOW OF UNITY

Cassandra Harper Walton
President/Founder



There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2022, the following Resolution:

**A RESOLUTION TO APPROVE THE TEMPORARY CLOSURE OF MUNICIPAL
RIGHT OF WAY FOR THE 2023 KREWE OF GEMINI MARDI GRAS PARADE, AND
FOR RELATED PURPOSES**

WHEREAS, Miss. Code Ann. § 21-19-15 provides that “[t]he governing authorities of municipalities shall have power to make all needful police regulations necessary for the preservation of good order and peace of the municipality and to prevent injury to, destruction of, or interference with public or private property”; and

WHEREAS, pursuant, therefore to Miss. Code Ann. § 21-19-15 and numerous Mississippi Attorney General opinions concerning the same, the City of Gulfport, Mississippi, may temporary close a municipal right of way for public purposes and/or public events, in order to preserve “good order” and prevent damage to public or private property, so long as alternative means of ingress and egress to the affected areas are available to the public; and

WHEREAS, from time to time, public events are held around the City, including the event which is the subject of the street closure request letter/memo attached hereto as Exhibit A, which require temporary closure of a public street in order to preserve “good order” and prevent damage to public or private property and where alternative means of ingress and egress to the affected areas are available to the public; and

WHEREAS, the street closure request letter/memo contains specific and necessary information regarding the portion of public rights of way to be closed temporarily, and the date/s and time/s of said closure so as to allow the City to make an informed decision about the need for the closure; and

WHEREAS, the Mayor and City Council are of the opinion that the right of way closure requested in Exhibit “A” hereto is in the best interest of the City so as to preserve “good order” and to prevent damage to public or private property and that alternative means of ingress/egress to the affected areas are available to the public.

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

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

SECTION 2. That the portion of street identified in Exhibit “A” hereto shall be closed for the date/times identified in Exhibit “A” (or for other city approved date/times as may be required due to rescheduling of the event due to weather or other unforeseen circumstances) in order to preserve “good order” and to prevent damage to public or private property and that alternative means of ingress/egress to the affected areas shall be made available to the public.

SECTION 3. That this resolution shall be spread upon the Minutes of the Gulfport City Council, and shall be in full force and effect immediately upon its passage and enactment according to law.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2022.

MAYOR



OFFICE OF THE CAO

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5789
Fax: 228-868-5800

To: Mayor Billy Hewes
Leonard Papania, CAO
City Council

2309 15TH Street
Gulfport, MS 39501

From: Brittany Dyess, Special Events Manager

Date: 11/22/2022

Re: Letter Requesting Road Closure Approval for 2023 Krewe of Gemini Mardi Gras Parade

The Krewe of Gemini Parade is scheduled for Saturday, February 18th, 2023. The parade will start promptly at 1pm. We are requesting a road closure for the parade route, which will include the following streets:

- Staging will be on 19th Street (west of 25th Avenue). Saturday, February 18th the roadway will close to all vehicular traffic at 9:00 am. All businesses along the 19th Street corridor between Hwy 49 and 30th Avenue will be advised of the upcoming road closure. In addition, the following areas will be closed for staging: 17th Street from 25th Ave. to 29th Ave.; 18th Street from 25th Ave. to 26th Ave.; and 26th Ave. from 17th Street to 19th Street.
- Parade will proceed South on 25th Avenue; Turn Westbound on 14th Street; Turn Southbound on 27th Avenue; Turn Eastbound on 13th Street; Turn Northbound on 24th Avenue; Turn Eastbound 14th Street; Turn Northbound 22nd Avenue; Turn Westbound 15th Street; Turn Southbound 24th Avenue; Turn Westbound 14th Street; Turn Northbound 25th Avenue; Disband at 25th Avenue and 19th Street
- 28th Ave. from 13th Street to 15th Street at Railroad tracks for pre and post parade activity.

*Parade route map is attached

*Gulfport Police Department has approved of this parade route and the public event permit application has been approved by all city departments and Leonard Papania.

A handwritten signature in black ink, appearing to read "B. Dyess", is written over a horizontal line.

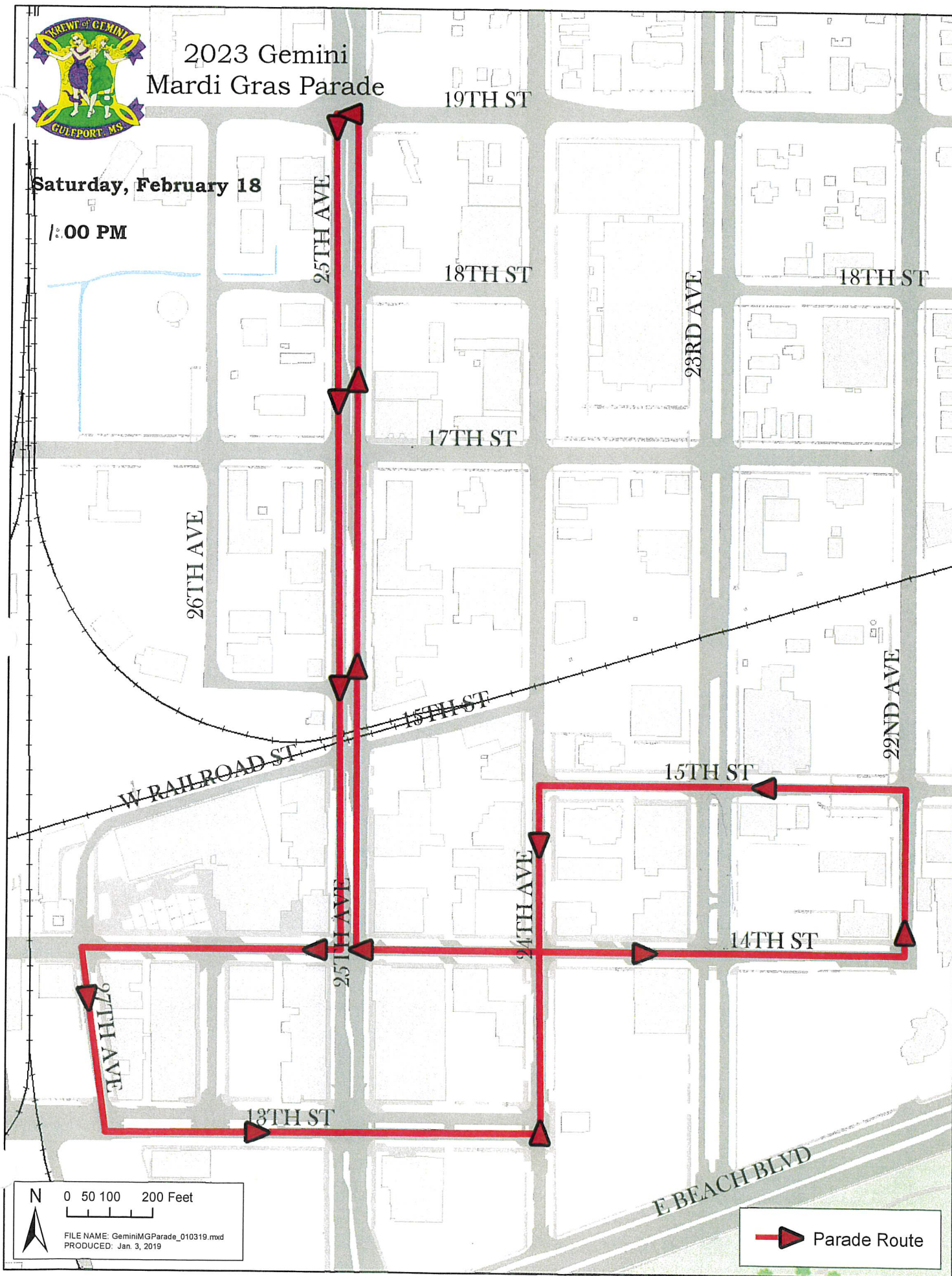
Brittany Dyess,
Special Events Manager
Office of the CAO



2023 Gemini Mardi Gras Parade

Saturday, February 18

1:00 PM



0 50 100 200 Feet

FILE NAME: GeminiMGParade_010319.mxd
PRODUCED: Jan. 3, 2019

Parade Route



Krewe of Gemini
P.O. Box 6374
Gulfport, MS 39506

The Honorable Billy Hewes
Gulfport City Council
P.O. Box 1780
Gulfport, MS 39501

RE: Parade Road Closures

Dear Mayor Hewes and City Council,

The Krewe of Gemini would like to submit a request for road closures for the Mardi Gras parades for Saturday, February 18, 2023. The parade will begin setting up at 8:30am at the staging area and disband at the same location following the conclusion of the parade.

I thank you for you and the council for your time and we await your response.

Laisse les bons temps rouler,

A handwritten signature in black ink, which appears to read "Shellie Moses".

Shellie Moses
Captain
Krewe of Gemini

Attachment

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2022, the following Resolution:

A RESOLUTION TO APPROVE THE TEMPORARY CLOSURE OF MUNICIPAL RIGHT OF WAY FOR THE 2023 UNITY FESTIVAL & PARADE, AND FOR RELATED PURPOSES

WHEREAS, Miss. Code Ann. § 21-19-15 provides that “[t]he governing authorities of municipalities shall have power to make all needful police regulations necessary for the preservation of good order and peace of the municipality and to prevent injury to, destruction of, or interference with public or private property”; and

WHEREAS, pursuant, therefore to Miss. Code Ann. § 21-19-15 and numerous Mississippi Attorney General opinions concerning the same, the City of Gulfport, Mississippi, may temporary close a municipal right of way for public purposes and/or public events, in order to preserve “good order” and prevent damage to public or private property, so long as alternative means of ingress and egress to the affected areas are available to the public; and

WHEREAS, from time to time, public events are held around the City, including the event which is the subject of the street closure request letter/memo attached hereto as Exhibit A, which require temporary closure of a public street in order to preserve “good order” and prevent damage to public or private property and where alternative means of ingress and egress to the affected areas are available to the public; and

WHEREAS, the street closure request letter/memo contains specific and necessary information regarding the portion of public rights of way to be closed temporarily, and the date/s and time/s of said closure so as to allow the City to make an informed decision about the need for the closure; and

WHEREAS, the Mayor and City Council are of the opinion that the right of way closure requested in Exhibit “A” hereto is in the best interest of the City so as to preserve “good order” and to prevent damage to public or private property and that alternative means of ingress/egress to the affected areas are available to the public.

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

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

SECTION 2. That the portion of street identified in Exhibit “A” hereto shall be closed for the date/times identified in Exhibit “A” (or for other city approved date/times as may be required due to rescheduling of the event due to weather or other unforeseen circumstances) in order to preserve “good order” and to prevent damage to public or private property and that alternative means of ingress/egress to the affected areas shall be made available to the public.

SECTION 3. That this resolution shall be spread upon the Minutes of the Gulfport City Council, and shall be in full force and effect immediately upon its passage and enactment according to law.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2022.

MAYOR



OFFICE OF CAO

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5789
Fax: 228-868-5800

2309 15TH Street
Gulfport, MS 39501

To: Mayor Billy Hewes
Leonard Papania, CAO
City Council

From: Brittany Dyess, Special Events Manager

Date: 11/17/2022

Re: Letter Requesting Road Closure for the 2023 Unity Festival & Parade

The 2023 Unity Festival & Parade is scheduled for Saturday, March 18th, 2023, from 9am until 6pm in "The Quarters" of Central Gulfport; the Parade will begin at 1pm. The event organizer requests a road closure for the parade route and the event at the following locations:

Event Area:

19th Street West Between 30th and 33rd Avenues (Staging Area)
20th Street between Tom Cat Alley and Paradise Alley (9am until 6pm)
31st Avenue from 19th Street North to 21st Street (9am until 6pm)

Parade Route:

North on 31st Avenue from 19th Street (Start)
West on 22nd Street to 32nd Avenue
South on 32nd Avenue to 20th Street
West on 20th Street to 33rd Avenue
South on 33rd Avenue to 19th Street
East on 19th Street to 30th Avenue (End)

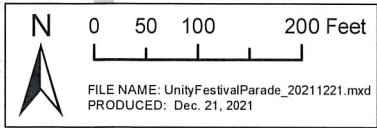
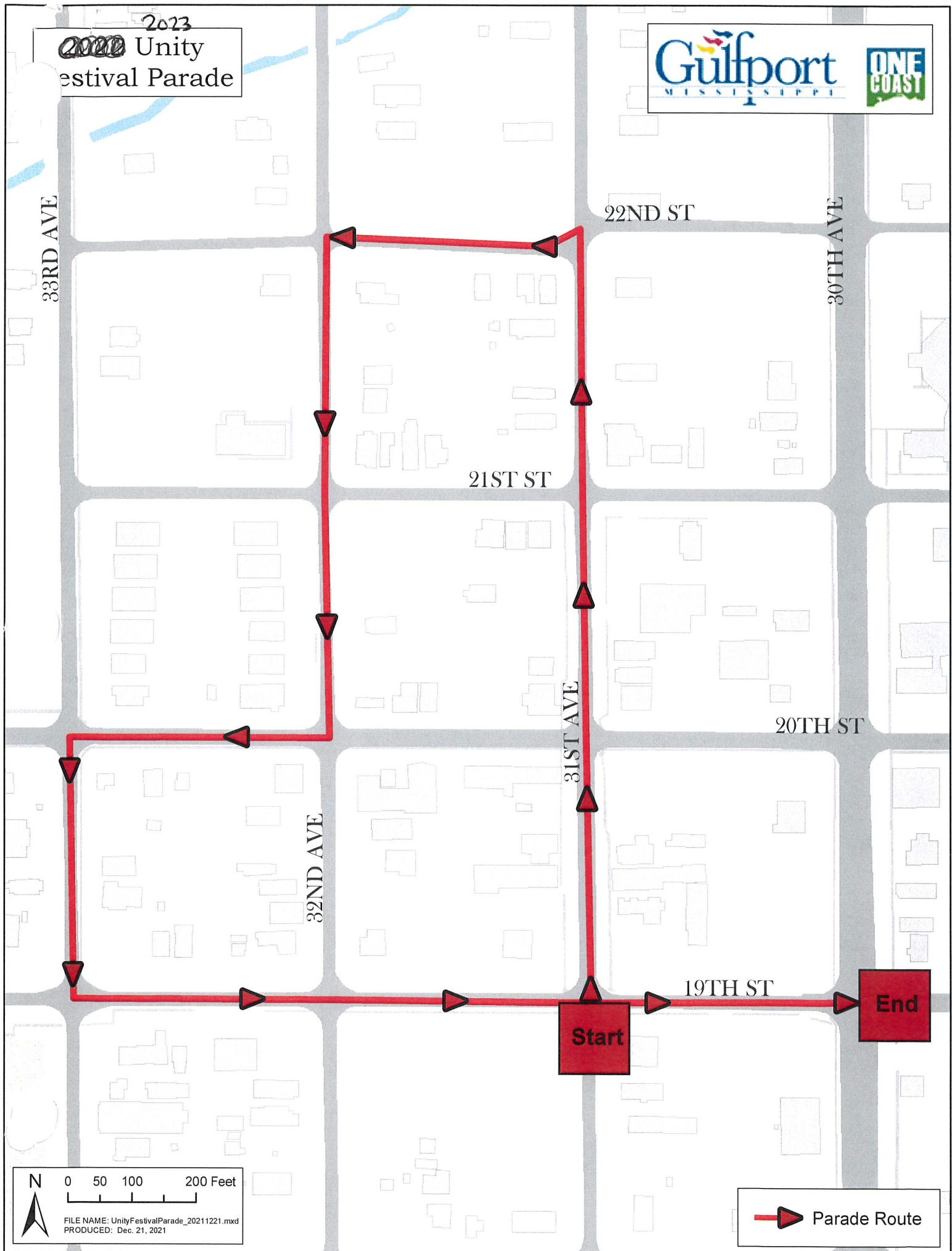
*Parade route map is attached

*Gulfport Police Department has approved of this parade route and the public event permit application has been approved by all city departments and Leonard Papania, CAO.

A handwritten signature in black ink, appearing to read "B. A. Dyess", is written over a horizontal line.

Brittany Dyess,
Special Events Manager
Office of the CAO

2023
~~2020~~ Unity
Festival Parade



UNITY FESTIVAL, INC.

November 30th, 2022

Dear Honorable Mayor and City Council,

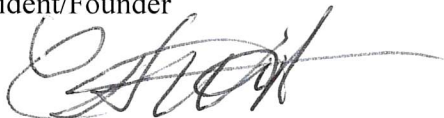
I am asking for permission for the 15th Annual Unity Festival to sell concessions at various booths on 19th Street, 31st Avenue and 20th Street during our festival on March 18, 2023, from 9:00 a.m. until 6:00 p.m. We are also requesting the blocking from 30th- 33rd Ave 19th, 20th, and 21st Streets in conjunction with 31st. Ave.

For further information you may contact me via email or telephone:

Cassandra Harper Walton (228) 861-0161 or 228-863-0307
unityfestivalinc@gmail.com

THANKING YOU IN ADVANCE FOR YOUR SHOW OF UNITY

Cassandra Harper Walton
President/Founder



City of Gulfport

Budget Amendment Request

Fund Name	Capital Projects	Council Meeting Date:	12/20/22
Department #		Budget Amendment Number:	2023-43
Department Name	Capital Projects		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Grant Revenue	-	629,925	26,389	656,314
Transfer In from Gen Fund	-	-	10,750	10,750
Total Revenues	-	629,925	37,139	667,064
Personnel Services	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	-	2,941,374	37,139	2,978,513
Total	-	2,941,374	37,139	2,978,513

**Total Budget Amendments
as a percentage of the
total originally adopted budget**

#DIV/0!

SUMMARY:

As requested by the Fire Department, Council approved the acceptance of this grant on December 6, 2022. This budget amendment funds the grant dollar amount and the match (due to inflation) for this grant-related equipment purchase.

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.



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

Award number: EMW-2021-FG-02006

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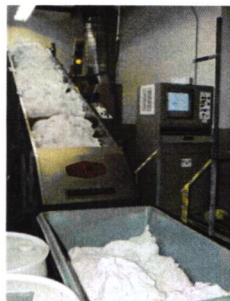
Quotes for the Extractor and Drying Cabinet to be purchased with AFG FEMA grant				
	PELLERIN LAUNDRY	LOOMIS BROS. EQUIP.	EQUIPMENT INTERNATIONAL	
Gear Guardian Extractor	\$ 13,959.00	\$ 14,518.00	\$ 15,695.00	
Gear Guardian Drying Cabinet	\$ 21,745.00	\$ 22,615.00	\$ 23,295.00	
Delivery & Installation	\$ 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.

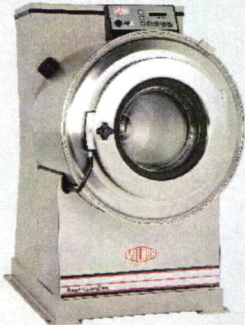
October 25, 2022

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
<i>Installation Services are Based on Non-Union Rates; Installation Times to be Between 8:00am-5:00pm, Monday – Friday, Unless Otherwise Stated.</i>	

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

Gulfport Police Department

Memo

To: Mayor Billy Hewes

From: Chief Adam Cooper 

Date: November 28, 2022

Re: Increase Line Item

The following check was issued by Connie Ladner's office Circuit Clerk of Harrison County for Restitution for drug related arrests.

Check number (50329) amount of \$357.50 (GPD cases)

I request your permission to place these funds in the account below:

Account Number	Increase Amount	Increase Amount
Forfeiture and Seizure County and Local Shared Vehicles- 277-630200	\$357.50	
County/Local Shared Revenue 275-493100		\$357.50

This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes. Therefore, I ask that you place this on the next Council agenda.



City of Gulfport

Budget Amendment Request

Fund Name	<u>Forfeits and Seizures</u>	Council Meeting Date:	<u>12/20/22</u>
Department #	<u></u>	Budget Amendment Number:	<u>2023-44</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	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Supplies	<u>20,000</u>	<u>1,096</u>	<u>-</u>	<u>21,096</u>
Other Services	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Capital	<u>20,000</u>	<u>4,267</u>	<u>358</u>	<u>24,625</u>
Total	<u>40,000</u>	<u>5,363</u>	<u>358</u>	<u>45,721</u>

**Total Budget Amendments
as a percentage of the
total originally adopted budget** **14.30%**

SUMMARY:

As requested by the Police department, this budget amendment is funded by a restitution check from the Circuit Clerk of Harrison County.

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 2023-44

City of Gulfport

Budget Amendment Request

Fund Name	<u>Forfeits and Seizures</u>	Council Meeting Date:	<u>12/20/22</u>
Department #	<u></u>	Budget Amendment Number:	<u>2023-45</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	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Supplies	<u>20,000</u>	<u>1,096</u>	<u>28,527</u>	<u>49,623</u>
Other Services	<u>-</u>	<u>-</u>	<u>3,434</u>	<u>3,434</u>
Capital	<u>20,000</u>	<u>4,625</u>	<u>160,223</u>	<u>184,848</u>
Total	<u>40,000</u>	<u>5,721</u>	<u>192,184</u>	<u>237,905</u>

**Total Budget Amendments
as a percentage of the
total originally adopted budget** **494.76%**

SUMMARY:

As requested by the Police department, this budget amendment rolls forward available unspent money from FY2022 and eliminates the originally budgeted FY2023 funds. The Finance Department notes no exception with this approach.

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.

 X **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

Budget Amendment 2023-45

Org	Object	Project	Description	2022 Available
276	610700		OPERATING SUPPLIES	11,950.50
277	610700		OPERATING SUPPLIES	36,575.93
				<u>48,526.43</u>
276	622300		TRAINING PROGRAMS	3,434.00
				<u>3,434.00</u>
276	630100		CAPITAL OUTLAY	100,000.00
276	630200		VEHICLES	47,682.67
277	630100		CAPITAL OUTLAY	12,626.20
277	630200		VEHICLES	19,914.50
				<u>180,223.37</u>
				 232,183.80

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 DECEMBER 12, 2022

BANK ACCOUNT NAME	BALANCE
City Depository	\$ 24,718,566.93
Group Heath Insurance	641,560.10
Flexible Spending Accounts (FSAs)	123,966.16
Claims Contingency	1,867,960.29
Police Forfeiture & Seizure	864,027.24
Coastal Narcotics	94,936.07
Asset Forfeiture Clearing	140,574.21
Water & Sewer Clearing	25,659,721.75
Water & Sewer Trust	4,186,386.95
Harbor Clearing	219,432.40
Harbor Lights	1,274,682.16
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	6,825,767.43
TOTAL CITY BALANCES	\$ 95,005,751.93

GRC Bank Balances	\$ 804,535.26
TOTAL GRC Bank Balances	\$ 804,535.26



CITY OF GULFPORT

Summary Docket Sorted By Org

Docket Date: 12/21/2022

Org Code		Total Payment
001	Funds	13,786.86
010	General Fund	54,568.33
100	Funds	13,360.68
111	Executive - Mayor	781.94
115	Legislative - Council	17,442.51
125	Judicial - Courts	12,569.20
135	Legal - City Attorney	12,005.80
143	Funds	237.90
144	Funds	68.34
145	General Administration	12,363.99
146	Funds	1,179.81
147	Funds	2,526.97
148	Funds	5,335.53
150	Funds	25,812.78
155	Civil Service	7,029.53
213	Police Operating	146,675.04
215	Funds	25,910.39
277	Police Forfeits and Seizures	91.00
290	Fire	56,325.40
311	Streets and Drainage Maintenance	366,339.21
313	Public Works Admin	5,782.10
315	Traffic Control	630.02
325	Engineering	78,238.60
335	Garage Maintenance	27.07
345	Capital Projects	11,569.69
367	Funds	13,158.58
411	Leisure Services	104,330.94
415	Building Maintenance	1,265.82
445	Joseph T Jones Memorial Park	32,332.36
447	Funds	70,737.54
611	Urban and Economic Development	13,257.45
701	Municipal Debt Service Fund	2,300.00
811	Water Billing	107,228.12
815	Water Operations and Maintenance	297,100.81
825	Sewer Operations and Maintenance	280,842.00
850	Water and Sewer Projects	55,045.99
911	Employees' Group Health and Life Fund	1,420.00
915	General Liability\ Worker's Comp Fund	7,233.15
Grand Total		1,856,911.45



CITY OF GULFPORT

Summary Docket Sorted By Vendor

Docket Date: 12/21/2022

Vendor	# of Claims	Total Payment	FEMA Eligible
A T & T	43	10,843.06	
AARON RODRICK LEE	1	4,599.00	
ACE DATA STORAGE COMPANY INC	5	192.00	
AIR CONTROL INDUSTRIES INC	1	897.00	
AIRGAS INC	1	231.98	
ALL PHASE ELECTRIC SUPPLY CO INC	1	54.30	
ALL SAFE TECHNOLOGIES LLC	11	660.78	
ALLISTONS	9	3,076.60	
ALTON L MCCAFFREY	1	284.23	
AMERICAN MUNICIPAL SERVICES	2	3,666.69	
AMILIA TECHNOLOGIES USA INC	1	799.00	
ANDREW W BARSTOW	1	9,900.00	
ARCCO COMPANY SERVICES, INC	1	632.10	
AT&T MOBILITY II LLC	14	14,230.18	
AUTO ZONE INC	7	4,251.90	
AUTOMATION PERSONNEL SERVICES, INC.	2	1,368.53	
AVS CONSULTING, LLC	1	650.00	
AWARDS UNLIMITED	1	91.00	
B & H PHOTO - VIDEO	6	1,036.50	
BAY MOTOR WINDING INC	1	22,849.00	
BAYOU CONCRETE, LLC	11	7,913.25	
BEN NELSON GOLF AND UTILITY VEHICLES	2	275.00	
BENVENUTTI ELECTRICAL APPARATUS	1	164.00	
BLOSSMAN GAS INC	1	225.00	
BONDS SERVICES, INC	1	750.00	
BOOT OUTLET LLC	2	314.90	
BRIAN J LORD	1	528.00	
BXS INSURANCE, INC	3	7,233.15	
CABLE ONE	6	1,521.33	
CADENCE BANK (FKA BANCORPSOUTH BANK)	1	5,753.81	
CDW LLC	3	2,866.33	
CELLCO PARTNERSHIP	1	987.63	
CELLULAR SOUTH, INC	16	3,053.66	
CENTERPOINT ENERGY RESOURCES CORP	10	1,238.81	
CENTRAL PIPE SUPPLY INC	5	617.00	
CHANCELLOR SUPPLY, INC	1	3.77	
CHARLES BODIE	1	150.00	
CITY OF GULFPORT	107	11,235.33	
CITYSOURCED, INC	2	21,412.14	
CIVICPLUS INC	1	1,110.00	
CKG ADVOCATES LLC	1	3,520.80	
CLAYS PRINT SHOP INC	9	33,733.00	
COAST CHLORINATOR CO	2	1,717.75	
COAST ELECTRIC POWER ASSOC	44	74,643.50	
COASTAL DUST CONTROL	11	460.47	
COMMUNICATIONS INTERNATIONAL INC	3	1,870.11	
CONSOLIDATED PIPE CO	3	2,815.00	
CORNETT BOLT & SCREW, INC	4	28.25	
CUSTOM CALL CENTER LLC	1	3,514.80	

Vendor	# of Claims	Total Payment	FEMA Eligible
DAVISON FUELS & OIL LLC	1	12,338.12	
DEERE CREDIT INC	2	10,248.82	
DMS MAIL MANAGEMENT, INC.	3	1,811.00	
DOBBS FORD MEMPHIS	1	24,335.00	
DOWDY & DOWDY PARTNERSHIP	3	450.00	
DPC ENTERPRISES LP	12	5,510.69	
DPS CRIME LAB	1	2,880.00	
DUKES DUKES KEATING & FANECATTY	1	5,000.00	
EAGLE SERVICES, INC.	3	990.00	
ERIC VALLES	1	13.00	
F. B. RUSTY WALKER	1	977.20	
FASTENAL	4	1,587.06	
FEDEX	1	5.78	
FERGUSON US HOLDINGS, INC.	7	4,583.58	
FLEETCOR TECHNOLOGIES	26	28,400.37	
FUN EXPRESS LLC	2	569.81	
G F FULWOOD INC	3	1,747.61	
GABRIEL M SHABAZZ	2	395.00	
GALLS LLC	4	2,350.60	
GERARD THOMAS JOHNSON II	1	2,308.00	
GIBSON MAINTENANCE, LLC	3	5,184.70	
GLASS SOLUTIONS INC	1	3,008.00	
GLOBE MANUFACTURING LLC	7	787.92	
GOLDIN METALS, INC	1	111.60	
GREEN FOREST NURSERY INC	1	570.00	
GUARDIAN ALLIANCE TECHNOLOGIES, INC	1	250.00	
GULF BREEZE LANDSCAPING LLC	2	29,330.00	
GULF COAST BUSINESS SUPPLY CO	64	7,909.15	
GULF COAST SMALL ENGINE REPAIR	3	425.00	
H2O INNOVATION OPERATION AND MAINTENANCE	4	873,725.24	
HANCOCK BANK/WHITNEY BANK	1	2,300.00	
HARRISON COUNTY SHERIFF	1	39,040.52	
HAVARD PEST CONTROL	12	808.68	
HD SUPPLY WHITE CAP CONSTRUCTION SUPPLY	1	1,201.92	
HEALTHCARE INTERACTIVE, INC	1	1,420.00	
HERMINIA LEAL	2	200.00	
HOME DEPOT CREDIT SERVICE	3	306.23	
HUMANE SOCIETY OF S MS INC	1	19,374.00	
IMPERIAL BAG & PAPER, LLC	13	3,329.84	
INFLECTION.COM INC	1	630.00	
INTERSTATE BATTERY OF SOUTH MISSISSIPPI	1	719.96	
ISI WATER COMPANY	1	3,100.00	
JAMES THOMAS ANGLIN	1	840.00	
JAY JAY HOLDINGS LLC	1	692.44	
JOHN FAYARD MOVING & WHSE, LLC	2	1,082.98	
JOHN M MCGUFFEE	1	130.00	
JOHNSONS TREE SERVICE, LLC	4	2,500.00	
JONES WALKER LLP	1	2,000.00	
KEELING CO	2	858.28	
LANGUAGE LINE SERVICES	1	365.83	
LAWRENCE PRINTING CO INC	1	1,356.35	
LEE C. RUSSELL	1	4,167.00	
LEXISNEXIS	1	274.00	
LEXISNEXIS MATTHEW BENDER	1	19.27	
LILLIE MONROE	1	565.00	
LOWES OF GULFPORT MS 466	33	5,400.29	
MANDAL CHYRSLE R DODGE JEEP RAM	1	251.32	
MANDALS INC	2	20.00	
MAYER ELECTRIC SUPPLY	2	671.43	

Vendor	# of Claims	Total Payment	FEMA Eligible
MICRO METHODS INC	1	120.00	
MISSION COMMUNICATIONS	1	8,841.00	
MISSISSIPPI DELTA SHOWS LLC	1	41,000.00	
MOTOR VEHICLE FOR HIRE AUTHORITY	1	8,015.75	
MS DEPT OF PUBLIC SAFETY	2	5,370.63	
MS POWER COMPANY	21	73,855.27	
MS STATE TREASURER	1	45,614.93	
MULTI SERVICE TECHNOLOGY SOLUTIONS INC	6	1,985.53	
MUNICIPAL EMERGENCY SERVICES	2	4,882.88	
MYLES SHARP	1	54.29	
NECAISE LOCKSMITH SERVICE INC	12	349.60	
NEWEDGE SERVICES LLC	3	1,667.00	
NEXTRAQ LLC	3	1,929.95	
NORMA JEAN SOROE	1	265.00	
O REILLY AUTO PARTS	8	394.14	
OCEAN MARINE GROUP	2	235.98	
ONE TIME VENDOR COMMUNITY CENTERS	3	375.00	
PARTS AND SUPPLY INC	1	246.65	
PERFORMANCE TIRE & WHEEL INC #1	1	572.00	
PHILLIPS BUILDING SUPPLY OF GPT INC	1	349.28	
QUALITY LOGO PRODUCTS INC	3	1,191.89	
RADIOTRONICS INC	1	191.71	
RAY ALLEN MANUFACTURING, LLC	3	272.94	
RICHARDSON ATHLETICS LLC	3	1,845.36	
ROBERT KRISTIAN RIEMANN	1	12,082.00	
SAMS CLUB CORP	1	65.94	
SCOTT BERTRAM	1	92.00	
SECURITY EQUIPMENT CORPORATON	2	2,996.82	
SERGIO CASTILLO III	1	230.00	
SIJ HOLDINGS, LLC	19	899.54	
SOUTH MS BUSINESS MACHINES INC	4	485.51	
SOUTHERN PIPE & SUPPLY CO	13	5,217.32	
SOUTHERN TIRE MART LLC	6	2,412.64	
SOUTHERN WATERWORKS SUPPLY, INC.	3	514.50	
SPHERION STAFFING, LLC	1	367.50	
SPORTSENGINE	1	35.00	
STATE FIRE ACADEMY	2	171.66	
STONE COUNTY BOARD OF SUPERVISORS	1	2,580.00	
SUB-AQUATICS INC	5	580.43	
SUDDEN SERVICE INC	1	1,566.12	
SUN COAST BUSINESS SUPPLY INC	72	8,596.59	
SUN GRAPHIC TECHNOLOGIES, INC	3	1,225.49	
SUNBELT FIRE INC	10	20,943.43	
SUNBELT RENTALS INC	17	2,505.37	
THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	18	3,981.57	
THOMSON REUTERS WEST PUBLISHING CORP	2	659.11	
TODD HARMAN	7	324.94	
TONY'S PIZZA	2	108.75	
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC	2	1,105.00	
TYLER J PRICE	1	40.00	
TYLER TECHNOLOGIES, INC.	1	2,003.44	
TYREE A DAVIS	1	800.00	
U S POSTAL SERVICE	1	332.00	
ULINE, INC.	1	532.18	
UNIVERSALCOM	1	250.00	
US POSTAL SERVICE	1	70,000.00	
VARSITY BRANDS HOLDING CO, INC	6	2,096.45	
VISION SERVICE PLAN INSURANCE CO	2	13,786.86	
VOLKERT INC	2	13,158.58	

W. W. GRAINGER, INC	1	157.85
WARREN PAVING INC	11	3,045.09
WASTE MANAGEMENT OF MS	3	4,900.70
WASTE PRO OF MISSISSIPPI	10	4,896.22
WEAVER ELECTRIC INC	11	33,501.00
WHITNEY NATIONAL BANK	46	46,602.84
WILLIAM CAREY COLLEGE	1	35.00

Total # of Claims	1,001	Grand Total	1,856,911.45
		FEMA Eligible	



Detail Docket Sorted By Org, Object, and Project

Docket Date: 12/21/2022

CITY OF GULFPORT

001	Funds			13,786.86
214350	WITHHOLDING-VISION 100%EE PAID			13,786.86
	VISION SERVICE PLAN INSURANCE CO			
Invoice #:	342845	P.O. #:	MANUAL 539889	27.28
	VISION SERVICE PLAN INSURANCE CO			
Invoice #:	342846	P.O. #:	MANUAL 539890	13,759.58
010	General Fund			54,568.33
210700	ACCRUED COURT ASSESSMENTS			45,614.93
	MS STATE TREASURER			
Invoice #:	342946	P.O. #:	MANUAL 539991	45,614.93
210800	COURT ASSESS PUBLIC SAFETY			3,260.80
	MS DEPT OF PUBLIC SAFETY			
Invoice #:	342947	P.O. #:	MANUAL 539992	3,260.80
480700	WARRANTS FEES COLLECTED			3,207.77
	AMERICAN MUNICIPAL SERVICES			
Invoice #:	342851	P.O. #:	MANUAL 539895	3,207.77
505800	RENTS			375.00
41139	LYMAN COMMUNITY CENTER			100.00
	ONE TIME VENDOR COMMUNITY CENTERS			
Invoice #:	343218	P.O. #:	MANUAL 540266	100.00
41142	HANDBORO COMMUNITY CENTER			100.00

ONE TIME VENDOR COMMUNITY CENTERS

Invoice #: 342920

P.O. #: MANUAL

539964

100.00

41143**WESTSIDE COMMUNITY CENTER****175.00**

ONE TIME VENDOR COMMUNITY CENTERS

Invoice #: 343216

P.O. #: MANUAL

540264

175.00

507800**COLLECTION ASSESSMENT****2,109.83**

MS DEPT OF PUBLIC SAFETY

Invoice #: 342948

P.O. #: MANUAL

539993

2,109.83

100**Funds****13,360.68****630100****CAPITAL OUTLAY****1,278.68****23009****1,278.68**

WHITNEY NATIONAL BANK

Invoice #: 342943

P.O. #: 230676

539988

1,278.68

CARD FIFTEEN

640200**CAP PRJ - ENGINEERING****12,082.00****22025****12,082.00**

ROBERT KRISTIAN RIEMANN

Invoice #: 342964

P.O. #: 228529

540010

12,082.00

AS PER ENGINEERING SERVICES AGREEMENT APPROVED BY COUNCIL 4/19/2022 --
ENGINEERING SERVICES FOR BRICKYARD BAYOU DREDGE (TIDELANDS PROJECT)**111****Executive - Mayor****781.94****602500****LIFE INSURANCE****48.00**

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

Invoice #: 342849

P.O. #: MANUAL

539893

48.00

626001**TELEPHONE****52.04**

A T & T

Invoice #: 342878

P.O. #: MANUAL

539922

12.04

A T & T

Invoice #: 343291

P.O. #: MANUAL

540339

40.00

626900 TRAVEL

681.90

WHITNEY NATIONAL BANK

Invoice #: 342943

P.O. #: 230676

539988

681.90

BILLY HEWES

115 Legislative - Council

17,442.51

602500 LIFE INSURANCE

66.74

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

Invoice #: 342849

P.O. #: MANUAL

539893

66.74

610700 OPERATING SUPPLIES

487.21

WHITNEY NATIONAL BANK

Invoice #: 342943

P.O. #: 230676

539988

487.21

CARD THIRTEEN

621900 MEMBERSHIP DUES AND SUBSCRIPT

111.00

WHITNEY NATIONAL BANK

Invoice #: 342943

P.O. #: 230676

539988

111.00

RICHARD KOSLOSKI

622100 PROFESSIONAL FEES

1,714.75

CIVICPLUS INC

Invoice #: 342854

P.O. #: MANUAL

539898

1,110.00

WHITNEY NATIONAL BANK

Invoice #: 342943

P.O. #: 230676

539988

604.75

CARD THIRTEEN

626001 TELEPHONE

461.44

A T & T

Invoice #: 342878

P.O. #: MANUAL

539922

8.03

WHITNEY NATIONAL BANK

Invoice #: 342943	P.O. #: 230676	539988	419.11
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CARD THIRTEEN

A T & T

Invoice #: 343291	P.O. #: MANUAL	540339	34.30
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626900	TRAVEL	6,585.62
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F. B. RUSTY WALKER

Invoice #: 342853	P.O. #: MANUAL	539897	977.20
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MYLES SHARP

Invoice #: 342855	P.O. #: MANUAL	539899	54.29
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WHITNEY NATIONAL BANK

Invoice #: 342943	P.O. #: 230676	539988	2,030.00
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CARD THIRTEEN

WHITNEY NATIONAL BANK

Invoice #: 342943	P.O. #: 230676	539988	1,664.49
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MYLES SHARP

WHITNEY NATIONAL BANK

Invoice #: 342943	P.O. #: 230676	539988	1,859.64
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FB RUSTY WALKER IV

627700	CONTRIBUTIONS	8,015.75
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MOTOR VEHICLE FOR HIRE AUTHORITY

Invoice #: 342939	P.O. #: 230003	539982	8,015.75
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FY23 CONTRIBUTION APPROVED DURING BUDGET 9-12-2022

125	Judicial - Courts	12,569.20
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602500	LIFE INSURANCE	144.00
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THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

Invoice #: 342849	P.O. #: MANUAL	539893	144.00
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620900	CONTRACTUAL FEES	454.69
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HERMINIA LEAL

Invoice #: 342850

P.O. #: MANUAL

539894

100.00

DMS MAIL MANAGEMENT, INC.

Invoice #: 342852

P.O. #: MANUAL

539896

134.69

ACE DATA STORAGE COMPANY INC

Invoice #: 342951

P.O. #: 230677

539997

120.00

CITY COURT

HERMINIA LEAL

Invoice #: 343288

P.O. #: MANUAL

540336

100.00

621500 LEGAL FEES-COURT DEFENDERS

4,167.00

LEE C. RUSSELL

Invoice #: 342864

P.O. #: 230441

539908

4,167.00

AS PER CITY COUNCIL APPROVAL ON 9/20/22 SERVICES OF LEE RUSSELL, ESQ. TO PERFORM
PUBLIC DEFENDER DUTIES FROM 10/1/2022 THROUGH 9/30/2023

621700 MAINTENANCE CONTRACTS

119.32

COASTAL DUST CONTROL

Invoice #: 343283

P.O. #: MANUAL

540331

29.83

COASTAL DUST CONTROL

Invoice #: 343284

P.O. #: MANUAL

540332

29.83

COASTAL DUST CONTROL

Invoice #: 343285

P.O. #: MANUAL

540333

29.83

COASTAL DUST CONTROL

Invoice #: 343286

P.O. #: MANUAL

540334

29.83

626001 TELEPHONE

426.55

A T & T

Invoice #: 342878

P.O. #: MANUAL

539922

100.36

CELLULAR SOUTH, INC

Invoice #: 343212

P.O. #: MANUAL

540260

95.10

A T & T

Invoice #: 343291

P.O. #: MANUAL

540339

231.09

626002 ELECTRIC

5,676.07

MS POWER COMPANY

Invoice #: 343635

P.O. #: MANUAL

541148

5,676.07

626003 WATER

225.22

CITY OF GULFPORT

Invoice #: 343621

P.O. #: MANUAL

541134

9.75

CITY OF GULFPORT

Invoice #: 343623

P.O. #: MANUAL

541136

215.47

626500 PRINTING AND BINDING

1,356.35

LAWRENCE PRINTING CO INC

Invoice #: 342865

P.O. #: 230292

539909

1,356.35

UNIFORM TRAFFIC TICKETS, 4 PART, BLACK INK

135 Legal - City Attorney

12,005.80

602500 LIFE INSURANCE

64.00

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

Invoice #: 342849

P.O. #: MANUAL

539893

64.00

610400 OFFICE SUPPLIES

24.07

WHITNEY NATIONAL BANK

Invoice #: 342943

P.O. #: 230676

539988

24.07

CARD FIFTEEN

620900 CONTRACTUAL FEES

11,053.80

CHARLES BODIE

Invoice #: 342877

P.O. #: 230349

539921

150.00

AS PER CITY COUNCIL APPROVAL ON 9/20/22 PROFESSIONAL SERVICES TO REVIEW AND REDACT VIDEO EVIDENCE AND OTHER LEGAL AND PROSECUTORIAL SERVICES. NTE \$25,000/YEAR

DUKES DUKES KEATING & FANCA ATTY**Invoice #:** 342936**P.O. #:** MANUAL

539981

5,000.00

95628**2,383.00****GERARD THOMAS JOHNSON II****Invoice #:** 342876**P.O. #:** 230523

539920

2,308.00

AS PER CITY COUNCIL APPROVAL ON 10/4/2022 PROFESSIONAL SERVICES AGREEMENT TO
SERVE AS DV INVESTIGATOR FOR THE VAWA GRANT TERM OF SERVICE 10/1/2022 - 9/30/2023**TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS IN****Invoice #:** 342941**P.O. #:** MANUAL

539986

75.00

95629**3,520.80****CKG ADVOCATES LLC****Invoice #:** 342875**P.O. #:** 230593

539919

3,520.80

AS PER CITY COUNCIL APPROVAL ON 9/29/22 PROFESSIONAL SERVICES AGREEMENT TO
SERVE AS VICTIMS ADVOCATE FOR VOCA GRANT. TERMS OF SERVICE 10/1/22 - 9/30/23.
AGREEMENT AMENDED & APPROVED BY COUNCIL ON 11/8/22. CONTR**621900 MEMBERSHIP DUES AND SUBSCRIPT****678.38****THOMSON REUTERS WEST PUBLISHING CORP****Invoice #:** 342937**P.O. #:** MANUAL

539983

61.66

THOMSON REUTERS WEST PUBLISHING CORP**Invoice #:** 342938**P.O. #:** MANUAL

539984

597.45

LEXISNEXIS MATTHEW BENDER**Invoice #:** 343003**P.O. #:** MANUAL

540051

19.27

626001 TELEPHONE**124.55****A T & T****Invoice #:** 342878**P.O. #:** MANUAL

539922

36.13

CELLULAR SOUTH, INC**Invoice #:** 343212**P.O. #:** MANUAL

540260

47.55

A T & T**Invoice #:** 343291**P.O. #:** MANUAL

540339

40.87

627900 MISC SERVICES AND CHARGES**61.00**

WHITNEY NATIONAL BANK

Invoice #: 342943

P.O. #: 230676

539988

61.00

CARD FIFTEEN

143	Funds			237.90
610400	OFFICE SUPPLIES/NONCAP EQUIP			237.90
	LOWES OF GULFPORT MS 466			
	Invoice #: 342813	P.O. #: 230610	539857	234.38
	OPEN PO FOR POINSETTIAS AND CHRISTMAS LIGHTS			
	GULF COAST BUSINESS SUPPLY CO			
	Invoice #: 342866	P.O. #: 230639	539910	3.52
	DESK PAD CALENDAR ITEM #UNV71002			
144	Funds			68.34
602500	LIFE INSURANCE			8.00
	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY			
	Invoice #: 342849	P.O. #: MANUAL	539893	8.00
626001	TELEPHONE			60.34
	CELLULAR SOUTH, INC			
	Invoice #: 343212	P.O. #: MANUAL	540260	47.55
	A T & T			
	Invoice #: 343291	P.O. #: MANUAL	540339	12.79
145	General Administration			12,363.99
602500	LIFE INSURANCE			104.00
	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY			
	Invoice #: 342849	P.O. #: MANUAL	539893	104.00
610100	CLEANING AND JANITORIAL			32.57

COASTAL DUST CONTROL

Invoice #: 342925

P.O. #: MANUAL

539969

32.57

610400 OFFICE SUPPLIES**193.01**

WHITNEY NATIONAL BANK

Invoice #: 342943

P.O. #: 230676

539988

55.02

CARD SIXTEEN

SUN COAST BUSINESS SUPPLY INC

Invoice #: 342956

P.O. #: 230678

540002

17.85

ITEM: REDC1731, MONTHLY DEST PAD CALENDAR, 22X17, WHITE/BURGUNDY SHEETS,
BLACK BINDING, VBLACK CORNERS, 12 MONTH (JAN TO DEC):2023

IMPERIAL BAG & PAPER, LLC

Invoice #: 343634

P.O. #: 230637

541147

41.94

6870320: JRT JR TOILET TISSUE 9" ROLL 2-PLY ADVANTAGE 12RL/CS (54)

IMPERIAL BAG & PAPER, LLC

Invoice #: 343634

P.O. #: 230637

541147

29.81

6930750: NATURAL ROLL PAPER TOWEL 8X350 H235 1PLY 12R/CS (60)

IMPERIAL BAG & PAPER, LLC

Invoice #: 343634

P.O. #: 230637

541147

48.39

7800006: EC385812K 38X58 1.2MIL BLACK CAN LINER PITT 100/CS (9/99)

610700 OPERATING SUPPLIES**107.72**

WHITNEY NATIONAL BANK

Invoice #: 342943

P.O. #: 230676

539988

60.30

CARD FIFTEEN

SUN COAST BUSINESS SUPPLY INC

Invoice #: 342956

P.O. #: 230678

540002

47.42

ITEM: KCC47031, SCOTT, CHOOSE-A-SHEET MAEGA KITCHEN ROLL PAPER TOWELS, 1-PLY,
4.8 X 11, WHITE, 102/ROLL, 24/CARON**620700 CONSULTANT FEES****24.00**

ACE DATA STORAGE COMPANY INC

Invoice #: 342949

P.O. #: 230677

539995

24.00

CITY HALL

620900 CONTRACTUAL FEES**643.88**

HAVARD PEST CONTROL

Invoice #: 342861

P.O. #: MANUAL

539905

115.00

ACE DATA STORAGE COMPANY INC			
Invoice #:	342950	P.O. #:	230677
		539996	16.00
HARDY BUILDING			
CABLE ONE			
Invoice #:	343613	P.O. #:	MANUAL
		541126	177.50
HAVARD PEST CONTROL			
Invoice #:	343641	P.O. #:	MANUAL
		541155	40.00
ALL SAFE TECHNOLOGIES LLC			
Invoice #:	343646	P.O. #:	MANUAL
		541161	104.90
ALL SAFE TECHNOLOGIES LLC			
Invoice #:	343648	P.O. #:	MANUAL
		541163	103.90
ALL SAFE TECHNOLOGIES LLC			
Invoice #:	343653	P.O. #:	MANUAL
		541168	34.95
ALL SAFE TECHNOLOGIES LLC			
Invoice #:	343654	P.O. #:	MANUAL
		541169	34.95
HAVARD PEST CONTROL			
Invoice #:	343672	P.O. #:	MANUAL
		541189	16.68
622300	TRAINING PROGRAMS		258.00
WHITNEY NATIONAL BANK			
Invoice #:	342943	P.O. #:	230676
		539988	258.00
CARD FIFTEEN			
625700	POSTAGE		40.88
WHITNEY NATIONAL BANK			
Invoice #:	342943	P.O. #:	230676
		539988	40.88
CARD FIFTEEN			
626001	TELEPHONE		2,572.94
A T & T			
Invoice #:	342878	P.O. #:	MANUAL
		539922	104.38

A T & T				
Invoice #:	342879	P.O. #:	MANUAL	539923
				861.48

CELLULAR SOUTH, INC				
Invoice #:	343212	P.O. #:	MANUAL	540260
				274.43

A T & T				
Invoice #:	343291	P.O. #:	MANUAL	540339
				1,232.91

AT&T MOBILITY II LLC				
Invoice #:	343633	P.O. #:	MANUAL	541146
				99.74

626002	ELECTRIC			3,348.04
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MS POWER COMPANY				
Invoice #:	343555	P.O. #:	MANUAL	541068
				3,348.04

626003	WATER			1,280.24
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CITY OF GULFPORT				
Invoice #:	343388	P.O. #:	MANUAL	540539
				166.10

CITY OF GULFPORT				
Invoice #:	343390	P.O. #:	MANUAL	540541
				134.18

CITY OF GULFPORT				
Invoice #:	343402	P.O. #:	MANUAL	540553
				113.16

CITY OF GULFPORT				
Invoice #:	343403	P.O. #:	MANUAL	540554
				527.36

CITY OF GULFPORT				
Invoice #:	343424	P.O. #:	MANUAL	540575
				11.70

CITY OF GULFPORT				
Invoice #:	343425	P.O. #:	MANUAL	540576
				166.10

CITY OF GULFPORT				
Invoice #:	343427	P.O. #:	MANUAL	540578
				113.16
CITY OF GULFPORT				
Invoice #:	343429	P.O. #:	MANUAL	540580
				24.24
CITY OF GULFPORT				
Invoice #:	343437	P.O. #:	MANUAL	540588
				24.24
626004 GAS				170.94
CENTERPOINT ENERGY RESOURCES CORP				
Invoice #:	343565	P.O. #:	MANUAL	541078
				170.94
626100 ADVERTISING				250.92
SIJ HOLDINGS, LLC				
Invoice #:	342805	P.O. #:	230210	539849
				83.52
BLANKET FOR LEGAL ADS FY 2023				
SIJ HOLDINGS, LLC				
Invoice #:	342837	P.O. #:	230210	539881
				17.88
BLANKET FOR LEGAL ADS FY 2023				
SIJ HOLDINGS, LLC				
Invoice #:	342838	P.O. #:	230210	539882
				14.76
BLANKET FOR LEGAL ADS FY 2023				
SIJ HOLDINGS, LLC				
Invoice #:	342839	P.O. #:	230210	539883
				13.68
BLANKET FOR LEGAL ADS FY 2023				
SIJ HOLDINGS, LLC				
Invoice #:	342840	P.O. #:	230210	539884
				13.32
BLANKET FOR LEGAL ADS FY 2023				
SIJ HOLDINGS, LLC				
Invoice #:	343519	P.O. #:	230210	540670
				14.88
BLANKET FOR LEGAL ADS FY 2023				
SIJ HOLDINGS, LLC				
Invoice #:	343520	P.O. #:	230210	540671
				14.76
BLANKET FOR LEGAL ADS FY 2023				

SIJ HOLDINGS, LLC				
Invoice #:	343521	P.O. #:	230210	540672
				14.88
BLANKET FOR LEGAL ADS FY 2023				
SIJ HOLDINGS, LLC				
Invoice #:	343522	P.O. #:	230210	540673
				15.00
BLANKET FOR LEGAL ADS FY 2023				
SIJ HOLDINGS, LLC				
Invoice #:	343523	P.O. #:	230210	540674
				15.36
BLANKET FOR LEGAL ADS FY 2023				
SIJ HOLDINGS, LLC				
Invoice #:	343524	P.O. #:	230210	540675
				14.40
BLANKET FOR LEGAL ADS FY 2023				
SIJ HOLDINGS, LLC				
Invoice #:	343525	P.O. #:	230210	540676
				18.48
BLANKET FOR LEGAL ADS FY 2023				
626700	RENTAL			692.44
JAY JAY HOLDINGS LLC				
Invoice #:	343224	P.O. #:	MANUAL	540272
				692.44
626900	TRAVEL			230.00
WHITNEY NATIONAL BANK				
Invoice #:	342943	P.O. #:	230676	539988
				230.00
CARD SEVENTEEN				
627900	MISC SERVICES AND CHARGES			2,017.40
JONES WALKER LLP				
Invoice #:	342862	P.O. #:	MANUAL	539906
				2,000.00
CITY OF GULFPORT				
Invoice #:	343410	P.O. #:	MANUAL	540561
				5.80
CITY OF GULFPORT				
Invoice #:	343411	P.O. #:	MANUAL	540562
				5.80
CITY OF GULFPORT				
Invoice #:	343414	P.O. #:	MANUAL	540565
				5.80

630100	CAPITAL OUTLAY		397.01
22030			397.01
HOME DEPOT CREDIT SERVICE			
Invoice #:	342831	P.O. #:	230106
		539875	35.91
MISCELLANEOUS PARTS			
LOWES OF GULFPORT MS 466			
Invoice #:	342832	P.O. #:	230105
		539876	14.22
MISCELLANEOUS PARTS			
LOWES OF GULFPORT MS 466			
Invoice #:	342833	P.O. #:	230105
		539877	35.01
MISCELLANEOUS PARTS			
LOWES OF GULFPORT MS 466			
Invoice #:	342834	P.O. #:	230105
		539878	32.20
MISCELLANEOUS PARTS			
HOME DEPOT CREDIT SERVICE			
Invoice #:	342835	P.O. #:	230106
		539879	159.52
MISCELLANEOUS PARTS			
HOME DEPOT CREDIT SERVICE			
Invoice #:	342836	P.O. #:	230106
		539880	110.80
MISCELLANEOUS PARTS			
LOWES OF GULFPORT MS 466			
Invoice #:	342942	P.O. #:	230105
		539987	4.11
MISCELLANEOUS PARTS			
LOWES OF GULFPORT MS 466			
Invoice #:	343532	P.O. #:	230105
		540683	5.24
MISCELLANEOUS PARTS			

146	Funds	1,179.81
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602500	LIFE INSURANCE	24.00
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THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

Invoice #:	342849	P.O. #:	MANUAL	539893	24.00
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620900	CONTRACTUAL FEES	1,082.98
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JOHN FAYARD MOVING & WHSE, LLC

Invoice #:	342919	P.O. #:	MANUAL	539963	100.00
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JOHN FAYARD MOVING & WHSE, LLC

Invoice #: 343012

P.O. #: MANUAL

540060

982.98

626001 TELEPHONE**72.83**

A T & T

Invoice #: 342878

P.O. #: MANUAL

539922

8.03

A T & T

Invoice #: 343291

P.O. #: MANUAL

540339

64.80

147 Funds**2,526.97****621900 MEMBERSHIP DUES AND SUBSCRIPT****2,477.10**

WHITNEY NATIONAL BANK

Invoice #: 342943

P.O. #: 230676

539988

2,477.10

CARD SIXTEEN

626001 TELEPHONE**49.87**

AT&T MOBILITY II LLC

Invoice #: 343633

P.O. #: MANUAL

541146

49.87

148 Funds**5,335.53****614000 GASOLINE, OIL, GREASE****48.82**

FLEETCOR TECHNOLOGIES

Invoice #: 343638

P.O. #: MANUAL

541152

48.82

626001 TELEPHONE**35.89**

CELLULAR SOUTH, INC

Invoice #: 343212

P.O. #: MANUAL

540260

35.89

626900 TRAVEL**30.00**

WHITNEY NATIONAL BANK

Invoice #: 342943	P.O. #: 230676	539988	30.00
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CARD SEVENTEEN

627800	EVENT EXPENSES	5,220.82
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SUNBELT RENTALS INC

Invoice #: 342811	P.O. #: 230066	539855	99.00
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CABLE RAMPS

SUNBELT RENTALS INC

Invoice #: 342811	P.O. #: 230066	539855	1.23
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ITEM ENVIRONMENTAL, ENVIRONMENTAL/HAZMAT FEE 2133XXX000

SUNBELT RENTALS INC

Invoice #: 342811	P.O. #: 230066	539855	14.85
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RENTAL PROTECTION PLAN

SUNBELT RENTALS INC

Invoice #: 342812	P.O. #: 230066	539856	430.90
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2000 WATT INVERTER GENERATOR 0080012

SUNBELT RENTALS INC

Invoice #: 342812	P.O. #: 230066	539856	638.36
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4000W NARROW VERTICAL MAST LIG 0120405

SUNBELT RENTALS INC

Invoice #: 342812	P.O. #: 230066	539856	67.33
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ITEM DLPKSRCHG TRANSPORTATION SURCHAGE

SUNBELT RENTALS INC

Invoice #: 342812	P.O. #: 230066	539856	20.85
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ITEM ENVIRONMENTAL, ENVIRONMENTAL/HAZMAT FEE 2133XXX000

SUNBELT RENTALS INC

Invoice #: 342812	P.O. #: 230066	539856	160.39
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RENTAL PROTECTION PLAN

SUNBELT RENTALS INC

Invoice #: 342812	P.O. #: 230066	539856	134.65
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DELIVERY CHARGE

SUNBELT RENTALS INC

Invoice #: 342812	P.O. #: 230066	539856	134.65
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PICKUP CHARGE

BEN NELSON GOLF AND UTILITY VEHICLES

Invoice #: 342867	P.O. #: 230076	539911	175.00
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RENTAL 60 MC RENTALS DEPT 60, REMARK RE 6 PASSENGER GAS

BEN NELSON GOLF AND UTILITY VEHICLES

Invoice #: 342867	P.O. #: 230076	539911	100.00
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TENTAL TRANSPOR MS RENTAL TRANSPOTATION

COMMUNICATIONS INTERNATIONAL INC

Invoice #: 342868	P.O. #: 230073	539912	120.00
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RENTAL RADIOS

TONY'S PIZZA

Invoice #: 342869	P.O. #: 230423	539913	50.00
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CHEESE PIZZA

TONY'S PIZZA

Invoice #: 342869	P.O. #: 230423	539913	58.75
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PEPPERONI PIZZA

FUN EXPRESS LLC

Invoice #: 343213	P.O. #: 230247	540261	609.80
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#13936688- EGG SHAPE PLUSH CHARACTERS

FUN EXPRESS LLC

Invoice #: 343214	P.O. #:	540262	-39.99
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QUALITY LOGO PRODUCTS INC

Invoice #: 343359	P.O. #: 230207	540410	1,008.00
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EASTER PAILS W/ HANDLES

QUALITY LOGO PRODUCTS INC

Invoice #: 343359	P.O. #: 230207	540410	29.00
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SETUP CHARGE

QUALITY LOGO PRODUCTS INC

Invoice #: 343359	P.O. #: 230207	540410	154.89
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SHIPPING

SUNBELT RENTALS INC

Invoice #: 343509	P.O. #:	540660	-25.85
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SUNBELT RENTALS INC

Invoice #: 343511	P.O. #: 230074	540662	465.00
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4000W NARROW BERTICAL MAST LIG 0120405

SUNBELT RENTALS INC

Invoice #: 343511	P.O. #: 230074	540662	55.20
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TIEM DLPKSRCHG TRANSPORTATION SURCHARGE

SUNBELT RENTALS INC

Invoice #: 343511	P.O. #: 230074	540662	9.06
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ITEM ENVIRONMENTAL, ENVIRONMENTAL/HAZMAT FEE 2133XXX000

SUNBELT RENTALS INC

Invoice #: 343511 P.O. #: 230074 540662 69.75

RENTAL PROTECTION PLANN

SUNBELT RENTALS INC

Invoice #: 343511 P.O. #: 230074 540662 115.00

DELIVERY CHARGE

SUNBELT RENTALS INC

Invoice #: 343511 P.O. #: 230074 540662 115.00

PICKUP CHARGE

DOWDY & DOWDY PARTNERSHIP

Invoice #: 343529 P.O. #: 230077 540680 280.00

ADVERTISING FOR CHRISTMAS PARADE 22 KICKER 11/28-12/2

DOWDY & DOWDY PARTNERSHIP

Invoice #: 343530 P.O. #: 230077 540681 140.00

ADVERTISING FOR CHRISTMAS PARADE 22 GORILLA 11/28-12/2

DOWDY & DOWDY PARTNERSHIP

Invoice #: 343530 P.O. #: 230077 540681 30.00

ADVERTISING FOR CHRISTMAS PARADE 22 GORILLA NOV 25

150 Funds 25,812.78

602500 LIFE INSURANCE 88.00

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

Invoice #: 342849 P.O. #: MANUAL 539893 88.00

610100 CLEANING AND JANITORIAL 26.20

COASTAL DUST CONTROL

Invoice #: 342856 P.O. #: MANUAL 539900 13.10

COASTAL DUST CONTROL

Invoice #: 343221 P.O. #: MANUAL 540269 13.10

610400 OFFICE SUPPLIES 1,046.95

CDW LLC

Invoice #: 342810 P.O. #: 229352 539854 1,023.42

HP 600GB 12GB SAD 15K RPM SFF HARD DRIVE

WHITNEY NATIONAL BANK

Invoice #: 342943	P.O. #: 230676	539988	23.53
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CARD SIXTEEN

614000	GASOLINE, OIL, GREASE	149.42
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FLEETCOR TECHNOLOGIES

Invoice #: 343597	P.O. #: MANUAL	541110	55.98
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FLEETCOR TECHNOLOGIES

Invoice #: 343638	P.O. #: MANUAL	541152	93.44
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621700	MAINTENANCE CONTRACTS	24,249.58
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HAVARD PEST CONTROL

Invoice #: 342863	P.O. #: MANUAL	539907	35.00
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TYLER TECHNOLOGIES, INC.

Invoice #: 342957	P.O. #: 230663	540003	2,003.44
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POSTAL XPRESS LORTON 01/01/2023 TO 12/31/2023 UTILITY BILLING

CITYSOURCED, INC

Invoice #: 342990	P.O. #: 230680	540037	3,819.24
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COUNCIL APPROVED 3/2/2021 CS-2008 CUSTOM GEOCODER SUBSCRIPTION

CITYSOURCED, INC

Invoice #: 342990	P.O. #: 230680	540037	17,592.90
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CS-2003 PLATFORM ENTERPRISE PLUS SUBSCRIPTION

AMILIA TECHNOLOGIES USA INC

Invoice #: 343518	P.O. #: 230388	540669	799.00
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AMILIA MONTHLY SUBSCRIPTION FOR 2022-2023

626001	TELEPHONE	169.58
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A T & T

Invoice #: 342878	P.O. #: MANUAL	539922	12.04
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CELLULAR SOUTH, INC

Invoice #: 343212	P.O. #: MANUAL	540260	107.67
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AT&T MOBILITY II LLC

Invoice #: 343633	P.O. #: MANUAL	541146	49.87
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626003	WATER	83.05
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CITY OF GULFPORT

Invoice #:	343622	P.O. #:	MANUAL	541135	83.05
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155	Civil Service	7,029.53
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620900	CONTRACTUAL FEES	6,890.61
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INFLECTION.COM INC

Invoice #:	342857	P.O. #:	MANUAL	539901	630.00
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AUTOMATION PERSONNEL SERVICES, INC.

Invoice #:	342923	P.O. #:	MANUAL	539967	559.13
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WHITNEY NATIONAL BANK

Invoice #:	342943	P.O. #:	230676	539988	4,892.08
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CARD SIXTEEN

AUTOMATION PERSONNEL SERVICES, INC.

Invoice #:	343619	P.O. #:	MANUAL	541132	809.40
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626001	TELEPHONE	35.89
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CELLULAR SOUTH, INC

Invoice #:	343212	P.O. #:	MANUAL	540260	35.89
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626003	WATER	103.03
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CITY OF GULFPORT

Invoice #:	343622	P.O. #:	MANUAL	541135	83.05
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ALL SAFE TECHNOLOGIES LLC

Invoice #:	343649	P.O. #:	MANUAL	541164	19.98
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213	Police Operating	146,675.04
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602500	LIFE INSURANCE	1,320.00
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THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

Invoice #: 342849

P.O. #: MANUAL

539893

1,320.00

610100 CLEANING AND JANITORIAL**1,611.66**

COASTAL DUST CONTROL

Invoice #: 342975

P.O. #: MANUAL

540021

22.77

SUDDEN SERVICE INC

Invoice #: 342982

P.O. #: MANUAL

540029

1,566.12

COASTAL DUST CONTROL

Invoice #: 342989

P.O. #: MANUAL

540036

22.77

610400 OFFICE SUPPLIES**2,386.32**

WHITNEY NATIONAL BANK

Invoice #: 342943

P.O. #: 230676

539988

281.93

CARD SIXTEEN

SAMS CLUB CORP

Invoice #: 343300

P.O. #: 230598

540348

65.94

ITEM# 980035431 / MEMBERS MARK THERMAL RECEIPT PAPER ROLLS, 36 ROLLS

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343313

P.O. #: 230625

540364

105.60

ITEM# SWI74357 / SWINGLINE LIGHTTOUCH HEAVY DUTY PUNCH, 7 PUNCH HEAD

ULINE, INC.

Invoice #: 343316

P.O. #: 230554

540367

532.18

ITEM# S-9880B / ECONOMY STORAGE FILE BOX - 24X15X10

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343322

P.O. #: 230597

540373

23.85

ITEM# 214ADDDZ / ADD MACHINE 2 1/4X150 12/PK (QUOTE GPT POICE 11-16-22)

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343322

P.O. #: 230597

540373

10.35

ITEM# COS035653 / PRE-INKED ROUND STAMP, COPY, 5/8" DIAMETER, BLUE

SUN COAST BUSINESS SUPPLY INC

Invoice #: 343328

P.O. #: 230318

540379

15.98

PRE-INKED, RED COLOR, DUE STAMP (QUOTE 10/20/22)

SUN COAST BUSINESS SUPPLY INC			
Invoice #:	343328	P.O. #:	230318
		540379	1,178.00
ARCHIVE STORAGE, GRAY BOX/BINDER COMBO			
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	343328	P.O. #:	230318
		540379	79.20
ITEM# BICGSM11BE / BIC ROUND STICK BALLPOINT PEN, BLUE INK, DOZEN			
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	343328	P.O. #:	230318
		540379	37.32
ITEM# SAN27145 / SHARPIE POCKET STYLE HIGHLIGHTERS, ASSORTED COLORS			
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	343328	P.O. #:	230318
		540379	23.99
CUSTOM DATE STAMP, ACCEPTED, DATE, CHIEF OF POLICE			
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	343329	P.O. #:	
		540380	-31.98
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	343330	P.O. #:	230318
		540381	15.98
PRE-INKED, RED COLOR, DUE STAMP (QUOTE 10/20/22)			
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	343330	P.O. #:	230318
		540381	23.99
CUSTOM DATE STAMP, ACCEPTED, DATE, CHIEF OF POLICE			
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	343338	P.O. #:	230191
		540389	23.99
ITEM# TRODAT46040 / NOTARY SEAL STAMPS			

610700	OPERATING SUPPLIES	7,329.56
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WHITNEY NATIONAL BANK			
Invoice #:	342943	P.O. #:	230676
		539988	404.50
CARD TWO			
WHITNEY NATIONAL BANK			
Invoice #:	342943	P.O. #:	230676
		539988	2,618.80
CARD SIXTEEN			
SECURITY EQUIPMENT CORPORATON			
Invoice #:	343301	P.O. #:	230395
		540349	2,765.00
ITEM# 52CFT10 - SABRE RED MK-3 1.5 OZ OC SPRAY (QUOTE 11/01/22)			
SECURITY EQUIPMENT CORPORATON			
Invoice #:	343301	P.O. #:	230395
		540349	231.82
ITEM# 92PTM60-W / SABRE RED MK-9 16.0 OZ PHANTOM CELL BUSTER W/ HOSE AND WAND ATTACHMENT			

B & H PHOTO - VIDEO

Invoice #: 343303	P.O. #: 230553	540351	11.84
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ITEM# ST12AAORG / STORACELL 12 AA PACK BATTERY CADDY (ORANGE) - QUOTE
1089009963

B & H PHOTO - VIDEO

Invoice #: 343303	P.O. #: 230553	540351	9.71
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ITEM# RUMCBNMUB / RUGGARD NYLON PROTECTIVE POUCH FOR MEMORY CARDS

B & H PHOTO - VIDEO

Invoice #: 343303	P.O. #: 230553	540351	16.30
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ITEM# SA32GBU4SDHC / SANDISK 32GB ULTRA UHS-1 SDHC MEMORY CARD

B & H PHOTO - VIDEO

Invoice #: 343303	P.O. #: 230553	540351	407.97
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ITEM# COSXB / CONTOUR DESIGN SHUTTLE-XPRESS NLE MULTIMEDIA CONTROLLER
(BLACK)

B & H PHOTO - VIDEO

Invoice #: 343303	P.O. #: 230553	540351	74.84
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ITEM# COSPRO2 / CONTOUR DESIGN SHUTTLEPRO V2 - NLE MULTIMEDIA CONTROLLER
(BLACK)

B & H PHOTO - VIDEO

Invoice #: 343303	P.O. #: 230553	540351	515.84
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ITEM# VEBDR6X50 / VERBATIM BD-R BLU-RAY DL 50GB 6X WITH BRANDED SURFACE DISK

RAY ALLEN MANUFACTURING, LLC

Invoice #: 343340	P.O. #: 230251	540391	25.99
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ITEM# HS88422 / HERM SPRENGER 4MM SHORT S/S CHOKE CHAIN 22" (QUOTE RQ015672)

RAY ALLEN MANUFACTURING, LLC

Invoice #: 343340	P.O. #: 230251	540391	6.99
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ITEM# 57-76-30 / RAY ALLEN GRIP-IT LINE - 30'

RAY ALLEN MANUFACTURING, LLC

Invoice #: 343341	P.O. #: 230251	540392	239.96
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ITEM# 57-76-30 / RAY ALLEN GRIP-IT LINE - 30'

611000 BLDG MATERIALS AND SUPPLIES**83.45****WHITNEY NATIONAL BANK**

Invoice #: 342943	P.O. #: 230676	539988	58.75
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CARD SIXTEEN

NECAISE LOCKSMITH SERVICE INC

Invoice #: 343323	P.O. #: 230097	540374	2.50
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS KEYS AND LOCKS

LOWES OF GULFPORT MS 466

Invoice #: 343343	P.O. #: 230099	540394	22.20
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BLANKET PO FOR MISCELLANEOUS SUPPLIES FOR PD AND SHOP

AUTO ZONE INC

Invoice #: 343302	P.O. #: 230343	540350	3,352.12
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TRANSMISSION FOR 2012 CHEVY TAHOE 2WD, INCLUDES CORE CHARGE (QUOTE 10/27/22)

RADIOTRONICS INC

Invoice #: 343309	P.O. #: 230599	540360	191.71
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ITEM# HA-WDM-4SRM-3 / FOR USED WITH LEGACY PRODUCTS WITH NEGATIVE TRIGGER
SEALED DUAL WINDOW DROP MODULES (QUOTE 15515)

SOUTHERN TIRE MART LLC

Invoice #: 343310	P.O. #: 230563	540361	800.00
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17" OEM WHEELS - USED 900PLM (QUOTE 2591331)

OCEAN MARINE GROUP

Invoice #: 343311	P.O. #: 230670	540362	129.99
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ITEM# 4151070 - VHF-UM385 WHITE CLASS D DSC (QUOTE 12/05/22)

OCEAN MARINE GROUP

Invoice #: 343311	P.O. #: 230670	540362	105.99
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ITEM# 3461086 / ANTENNA -AIS 36 S/S LOW PROFILE

NECAISE LOCKSMITH SERVICE INC

Invoice #: 343323	P.O. #: 230097	540374	2.50
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS KEYS AND LOCKS

AUTO ZONE INC

Invoice #: 343324	P.O. #: 230124	540375	73.50
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

AUTO ZONE INC

Invoice #: 343325	P.O. #:	540376	-73.50
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AUTO ZONE INC

Invoice #: 343326	P.O. #: 230124	540377	35.25
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

AUTO ZONE INC

Invoice #: 343327	P.O. #: 230124	540378	312.12
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

COMMUNICATIONS INTERNATIONAL INC

Invoice #: 343332	P.O. #: 230110	540383	1,655.11
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BLANKET PURCHASE ORDER TO REPAIR PORTABLE RADIOS

O REILLY AUTO PARTS

Invoice #: 343334	P.O. #: 230101	540385	77.55
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

O REILLY AUTO PARTS

Invoice #: 343335	P.O. #: 230101	540386	38.14
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

PARTS AND SUPPLY INC

Invoice #: 343337	P.O. #: 230118	540388	246.65
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

O REILLY AUTO PARTS

Invoice #: 343342	P.O. #: 230101	540393	49.45
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

LOWES OF GULFPORT MS 466

Invoice #: 343343	P.O. #: 230099	540394	22.19
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BLANKET PO FOR MISCELLANEOUS SUPPLIES FOR PD AND SHOP

AUTO ZONE INC

Invoice #: 343345	P.O. #: 230124	540396	361.98
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

AUTO ZONE INC

Invoice #: 343346	P.O. #: 230124	540397	190.43
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

COMMUNICATIONS INTERNATIONAL INC

Invoice #: 343347	P.O. #: 230110	540398	95.00
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BLANKET PURCHASE ORDER TO REPAIR PORTABLE RADIOS

INTERSTATE BATTERY OF SOUTH MISSISSIPPI

Invoice #: 343348	P.O. #: 230111	540399	719.96
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS VEHICLE BATTERIES

O REILLY AUTO PARTS

Invoice #: 343349	P.O. #: 230101	540400	215.83
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

O REILLY AUTO PARTS

Invoice #: 343350	P.O. #:	540401	-119.18
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O REILLY AUTO PARTS

Invoice #: 343351	P.O. #: 230101	540402	49.26
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

O REILLY AUTO PARTS

Invoice #: 343352	P.O. #: 230101	540403	69.02
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

PERFORMANCE TIRE & WHEEL INC #1

Invoice #: 343353	P.O. #: 230098	540404	572.00
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BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

MANDAL CHYRSLER DODGE JEEP RAM

Invoice #: 343354

P.O. #: 230112

540405

251.32

BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS

612500 UNIFORMS 2,960.44

WHITNEY NATIONAL BANK

Invoice #: 342943

P.O. #: 230676

539988

469.89

CARD FIFTEEN

BOOT OUTLET LLC

Invoice #: 343314

P.O. #: 230396

540365

139.95

ITEM# 026078 / TIMBERLAND WORK BOOTS 11M

GALLS LLC

Invoice #: 343318

P.O. #: 230184

540369

255.80

BLANKET PURCHASE ORDER, FOR MISCELLANEOUS POLICE GEAR AND UNIFORMS

GALLS LLC

Invoice #: 343319

P.O. #: 230184

540370

372.95

BLANKET PURCHASE ORDER, FOR MISCELLANEOUS POLICE GEAR AND UNIFORMS

GALLS LLC

Invoice #: 343320

P.O. #:

540371

-358.12

GALLS LLC

Invoice #: 343333

P.O. #: 230184

540384

2,079.97

BLANKET PURCHASE ORDER, FOR MISCELLANEOUS POLICE GEAR AND UNIFORMS

614000 GASOLINE, OIL, GREASE 18,996.96

FLEETCOR TECHNOLOGIES

Invoice #: 343589

P.O. #: MANUAL

541102

10,034.69

FLEETCOR TECHNOLOGIES

Invoice #: 343639

P.O. #: MANUAL

541153

8,962.27

614900 ANIMAL CONTROL 19,374.00

HUMANE SOCIETY OF S MS INC

Invoice #: 342994

P.O. #: MANUAL

540042

19,374.00

615200 PHOTOGRAPHY AND FINGERPRINT 897.00

AIR CONTROL INDUSTRIES INC

Invoice #: 342984

P.O. #: MANUAL

540031

897.00

620701 FORENSIC 2,880.00

DPS CRIME LAB

Invoice #: 342970

P.O. #: MANUAL

540016

2,880.00

620900 CONTRACTUAL FEES 229.00

HAVARD PEST CONTROL

Invoice #: 342993

P.O. #: MANUAL

540040

92.00

SOUTH MS BUSINESS MACHINES INC

Invoice #: 343001

P.O. #: MANUAL

540050

137.00

621700 MAINTENANCE CONTRACTS 1,030.00

TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS IN

Invoice #: 342991

P.O. #: MANUAL

540038

1,030.00

621900 MEMBERSHIP DUES AND SUBSCRIPT 274.00

LEXISNEXIS

Invoice #: 342996

P.O. #: MANUAL

540043

274.00

622300 TRAINING PROGRAMS 1,704.00

WHITNEY NATIONAL BANK

Invoice #: 342943

P.O. #: 230676

539988

1,034.00

CARD ONE

WHITNEY NATIONAL BANK

Invoice #: 342943

P.O. #: 230676

539988

635.00

CARD FOUR

WILLIAM CAREY COLLEGE

Invoice #: 343307

P.O. #: 230600

540358

35.00

REGISTRATION FOR J DUCRE TO ATTEND 2023 CAREY CAREER FAIR IN HATTIESBURG, MS
03/09/23**623500 PRISONER MEALS AND HOUSING 41,620.52**

STONE COUNTY BOARD OF SUPERVISORS

Invoice #: 342983

P.O. #: MANUAL

540030

2,580.00

HARRISON COUNTY SHERIFF

Invoice #: 342986

P.O. #: MANUAL

540033

39,040.52

624500 TAXES AND LICENSES**30.00**

TODD HARMAN

Invoice #: 342995

P.O. #: 230685

540041

30.00

DEPARTMENT OF REVENUE STATE OF MS

625700 POSTAGE**3.80**

DMS MAIL MANAGEMENT, INC.

Invoice #: 342981

P.O. #: MANUAL

540022

3.80

626001 TELEPHONE**11,871.42**

A T & T

Invoice #: 342878

P.O. #: MANUAL

539922

337.25

A T & T

Invoice #: 342880

P.O. #: MANUAL

539924

35.91

AT&T MOBILITY II LLC

Invoice #: 342945

P.O. #: MANUAL

539990

52.06

AT&T MOBILITY II LLC

Invoice #: 342958

P.O. #: MANUAL

540004

9,009.74

LANGUAGE LINE SERVICES

Invoice #: 342992

P.O. #: MANUAL

540039

365.83

CELLULAR SOUTH, INC

Invoice #: 343212

P.O. #: MANUAL

540260

135.21

A T & T

Invoice #: 343291

P.O. #: MANUAL

540339

1,680.35

A T & T				
Invoice #:	343296	P.O. #:	MANUAL 540344	40.46
A T & T				
Invoice #:	343640	P.O. #:	MANUAL 541154	214.61
626002	ELECTRIC			17,028.19
MS POWER COMPANY				
Invoice #:	343635	P.O. #:	MANUAL 541148	17,028.19
626003	WATER			950.14
CITY OF GULFPORT				
Invoice #:	343360	P.O. #:	MANUAL 540511	177.70
CITY OF GULFPORT				
Invoice #:	343361	P.O. #:	MANUAL 540512	11.70
CITY OF GULFPORT				
Invoice #:	343415	P.O. #:	MANUAL 540566	24.24
CITY OF GULFPORT				
Invoice #:	343416	P.O. #:	MANUAL 540567	60.86
CITY OF GULFPORT				
Invoice #:	343621	P.O. #:	MANUAL 541134	29.25
CITY OF GULFPORT				
Invoice #:	343623	P.O. #:	MANUAL 541136	646.39
626004	GAS			146.08
CENTERPOINT ENERGY RESOURCES CORP				
Invoice #:	342973	P.O. #:	MANUAL 540019	30.61
CENTERPOINT ENERGY RESOURCES CORP				
Invoice #:	342974	P.O. #:	MANUAL 540020	115.47

626900	TRAVEL	3,624.11
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WHITNEY NATIONAL BANK

Invoice #:	342943	P.O. #:	230676	539988	323.49
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CARD ONE

WHITNEY NATIONAL BANK

Invoice #:	342943	P.O. #:	230676	539988	309.27
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CARD TWO

WHITNEY NATIONAL BANK

Invoice #:	342943	P.O. #:	230676	539988	89.26
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CARD THREE

WHITNEY NATIONAL BANK

Invoice #:	342943	P.O. #:	230676	539988	1,700.34
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CARD FOUR

WHITNEY NATIONAL BANK

Invoice #:	342943	P.O. #:	230676	539988	1,201.75
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CARD FIVE

627900	MISC SERVICES AND CHARGES	900.00
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AVS CONSULTING, LLC

Invoice #:	343317	P.O. #:	230200	540368	650.00
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PSYCHOLOGICAL TESTING OF NEW EMPLOYEE

GUARDIAN ALLIANCE TECHNOLOGIES, INC

Invoice #:	343321	P.O. #:	230201	540372	250.00
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BACKGROUND CHECKS OF NEW EMPLOYEES (SERVICE)

215	Funds	25,910.39
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610700	OPERATING SUPPLIES	477.00
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CLAYS PRINT SHOP INC

Invoice #:	343295	P.O. #:	230596	540343	77.00
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VEHICLE STICKERS

CLAYS PRINT SHOP INC

Invoice #:	343295	P.O. #:	230596	540343	110.00
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#10 WINDOW ENVELOPES

CLAYS PRINT SHOP INC

Invoice #:	343295	P.O. #:	230596	540343	290.00
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500 EACH SET BUSINESS CARDS

614000	GASOLINE, OIL, GREASE	35.37
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FLEETCOR TECHNOLOGIES

Invoice #:	343639	P.O. #:	MANUAL	541153	35.37
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625500	LOT ASSESSMENTS	1,063.02
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GABRIEL M SHABAZZ

Invoice #:	343297	P.O. #:	230606	540345	320.00
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0711J-06-051.001, UP THE CREEK WITHOUT A PADDLE LLC, LOT CLEAN UP, AWARDED
11-23-2022, CC, CASE: 9879

GABRIEL M SHABAZZ

Invoice #: 343298	P.O. #: 230606	540346	75.00
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1010N-04-011.013, BARHONA OCTAVIO JOSE, LOT CLEAN UP, AWARDED 11-23-2022, CC, CASE:
10350

LILLIE MONROE

Invoice #:	343312	P.O. #:	230607	540363	565.00
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1010L-04-015.000, WILLAIMS OSCAR & HUFF ISAAC -EST-, LOT CLEAN UP, AWARDED
11-23-2022, CC, CASE: 10287

SIJ HOLDINGS, LLC

Invoice #:	343339	P.O. #:	230324	540390	59.32
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JOURNALISTIC SERVICES TO INCLUDE PAGE CHARGES FOR PUBLICATION - CODE ENFORCEMENT

SIJ HOLDINGS, LLC

Invoice #:	343355	P.O. #:	230324	540406	43.70
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JOURNALISTIC SERVICES TO INCLUDE PAGE CHARGES FOR PUBLICATION - CODE ENFORCEMENT

630200	VEHICLES	24,335.00
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DOBBS FORD MEMPHIS

Invoice #: 343308	P.O. #: 230351	540359	24,335.00
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2022 FORD MAVERICK OXFORD WHITE

277	Police Forfeits and Seizures	91.00
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610700	OPERATING SUPPLIES	91.00
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AWARDS UNLIMITED

Invoice #: 343331	P.O. #: 230198	540382	91.00
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PLAQUE / MEDAL FOR EMPLOYEE APPRECIATION - DRUG FORFEITED FUNDS

290	Fire	56,325.40
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602500	LIFE INSURANCE	1,205.37
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THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

Invoice #: 342849

P.O. #: MANUAL

539893

1,205.37

610100 CLEANING AND JANITORIAL

1,205.15

GULF COAST BUSINESS SUPPLY CO

Invoice #: 342820

P.O. #: 230632

539864

304.00

1797 KITCHEN ROLL TOWELS, 2 PLY, 85/ROLL, 30 ROLLS/CARTON

GULF COAST BUSINESS SUPPLY CO

Invoice #: 342821

P.O. #: 230632

539865

444.36

BWK6400 CENTER-PULL HAND TOWELS

GULF COAST BUSINESS SUPPLY CO

Invoice #: 342821

P.O. #: 230632

539865

165.09

CPC14278CT OXYGEN BLEACH POWDER CLEANSER

GULF COAST BUSINESS SUPPLY CO

Invoice #: 342821

P.O. #: 230632

539865

66.08

PGC45112CT MANUAL POT/PAN DISH DETERGENT

GULF COAST BUSINESS SUPPLY CO

Invoice #: 342821

P.O. #: 230632

539865

130.50

PGC23124CT MULTIPURPOSE CLEANING SOLUTION WITH FEBREZE

GULF COAST BUSINESS SUPPLY CO

Invoice #: 342821

P.O. #: 230632

539865

95.12

PINETREE1 PINE CLEANER GALLON

610400 OFFICE SUPPLIES

381.72

SUN COAST BUSINESS SUPPLY INC

Invoice #: 342823

P.O. #: 230622

539867

160.36

AVE47961 DURABLE CLEAR FRONT REPORT COVER BLUE

SUN COAST BUSINESS SUPPLY INC

Invoice #: 342823

P.O. #: 230622

539867

61.46

MIIMDS3001 AUTOMATIC UPPER ARM BLOOD PRESSURE MONITOR

WHITNEY NATIONAL BANK

Invoice #: 342943

P.O. #: 230676

539988

159.90

CARD FIFTEEN

610700 OPERATING SUPPLIES

14,634.46

SUNBELT FIRE INC

Invoice #: 342815

P.O. #: 230177

539859

10,072.00

MSA10156424 4500 PSI 45 MIN LP CARBON THREADED CYLINDER MSA MS STATE CONTRACT
8200064758

SUNBELT FIRE INC

Invoice #: 342819	P.O. #: 230177	539863	2,360.00
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MSA G1 FACEPIECE, 4 PT HEAD HARNESS MSA MS STATE CONTRACT # 8200064758

LOWES OF GULFPORT MS 466

Invoice #: 342824	P.O. #: 230019	539868	37.93
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BLANKET PURCHASE ORDER FOR MINOR PARTS AND MATERIALS

LOWES OF GULFPORT MS 466

Invoice #: 342825	P.O. #: 230019	539869	53.45
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BLANKET PURCHASE ORDER FOR MINOR PARTS AND MATERIALS

WHITNEY NATIONAL BANK

Invoice #: 342943	P.O. #: 230676	539988	469.00
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CARD FIFTEEN

WHITNEY NATIONAL BANK

Invoice #: 342943	P.O. #: 230676	539988	138.87
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CARD SIXTEEN

ALL PHASE ELECTRIC SUPPLY CO INC

Invoice #: 342959	P.O. #: 230028	540005	54.30
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M400/U/ED37 LIGHTS NOT PAID UNDER PO 226541

LOWES OF GULFPORT MS 466

Invoice #: 342962	P.O. #: 230019	540008	41.83
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BLANKET PURCHASE ORDER FOR MINOR PARTS AND MATERIALS

TODD HARMAN

Invoice #: 342995	P.O. #: 230685	540041	130.40
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LOWES

LOWES OF GULFPORT MS 466

Invoice #: 343514	P.O. #: 230019	540665	35.90
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BLANKET PURCHASE ORDER FOR MINOR PARTS AND MATERIALS

LOWES OF GULFPORT MS 466

Invoice #: 343515	P.O. #: 230019	540666	31.25
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BLANKET PURCHASE ORDER FOR MINOR PARTS AND MATERIALS

LOWES OF GULFPORT MS 466

Invoice #: 343516	P.O. #: 230019	540667	52.24
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BLANKET PURCHASE ORDER FOR MINOR PARTS AND MATERIALS

SUB-AQUATICS INC

Invoice #: 343517	P.O. #: 230624	540668	389.00
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415 REGULATOR FOR AIR COMPRESSORS

SUB-AQUATICS INC

Invoice #: 343517	P.O. #: 230624	540668	20.00
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712SSTIP TIPS

SUB-AQUATICS INC			
Invoice #:	343517	P.O. #:	230624
		540668	45.00
712SSKNOB KNOB & SEAT			
SUB-AQUATICS INC			
Invoice #:	343517	P.O. #:	230624
		540668	66.00
YVAKIT SOFT PARTS FO YVA SERIES VALVES			
SUB-AQUATICS INC			
Invoice #:	343517	P.O. #:	230624
		540668	60.43
6347-3-3 NIPPLE TEFLON TIPS			
LOWES OF GULFPORT MS 466			
Invoice #:	343624	P.O. #:	MANUAL
		541137	5.07
LOWES OF GULFPORT MS 466			
Invoice #:	343625	P.O. #:	MANUAL
		541138	20.48
22016			356.31
AT&T MOBILITY II LLC			
Invoice #:	343632	P.O. #:	MANUAL
		541145	356.31
23001			195.00
SUNBELT FIRE INC			
Invoice #:	342961	P.O. #:	230176
		540007	195.00
RT2395001030 RUTH LEE 110 LB ADULT TRAINING MANIKIN			
611000	BLDG MATERIALS AND SUPPLIES		68.64
SOUTHERN PIPE & SUPPLY CO			
Invoice #:	342826	P.O. #:	230641
		539870	68.64
AF2020H 20X20X1 AIR FILTERS			
611300	MOTOR VEHICLE REPAIRS		1,753.14
SOUTHERN TIRE MART LLC			
Invoice #:	342817	P.O. #:	230092
		539861	1,453.60
11R22.5/16 TIRES W/O 2500110543			
SOUTHERN TIRE MART LLC			
Invoice #:	342817	P.O. #:	230092
		539861	22.20
250 VALVE STEMSFET			
SOUTHERN TIRE MART LLC			
Invoice #:	342817	P.O. #:	230092
		539861	19.55
210 TIRE DISPOSAL			

SOUTHERN TIRE MART LLC

Invoice #: 342817

P.O. #: 230092

539861

5.59

199 WASTE TIRE FEE

SOUTHERN TIRE MART LLC

Invoice #: 342817

P.O. #: 230092

539861

111.70

LABOR

SUNBELT FIRE INC

Invoice #: 342822

P.O. #: 230618

539866

119.01

E0240117 .125 NYLON COATED CABLE

SUNBELT FIRE INC

Invoice #: 342822

P.O. #: 230618

539866

7.42

E0448035 CRIMP SLEEVE OVAL .125

O REILLY AUTO PARTS

Invoice #: 342960

P.O. #: 230018

540006

14.07

BLANKET PURCHASE ORDER FOR VEICLE MAINTENCE

612200 REPAIRS AND MAINTENANCE**772.10**

ARCCO COMPANY SERVICES, INC

Invoice #: 342814

P.O. #: 230626

539858

632.10

GENERATOR PREVENTITIVE MAINTNENCE SERVICE FOR CITY HALL & FIRE STATION 1
INCLUDING TRAVEL TO / FROM SITE

NECAISE LOCKSMITH SERVICE INC

Invoice #: 342917

P.O. #: MANUAL

539961

140.00

612500 UNIFORMS**11,750.80**

SUNBELT FIRE INC

Invoice #: 342816

P.O. #: 230177

539860

3,920.00

GLOBE SUPREME LEATHER BOOTS

SUNBELT FIRE INC

Invoice #: 342819

P.O. #: 230177

539863

1,000.00

INNOTEX GRAY 25 PARTICULATE HOOD MS STATE CONTRACT INNOTEX 8200061288

SUNBELT FIRE INC

Invoice #: 342819

P.O. #: 230177

539863

1,160.00

INNOTEX G885S GLOVES MS STATE CONTRACT INNOTEX 8200061288

MUNICIPAL EMERGENCY SERVICES

Invoice #: 342827

P.O. #: 230290

539871

4,455.00

74439 NAVY FAST TAC CARGO PANTS

MUNICIPAL EMERGENCY SERVICES

Invoice #: 342827	P.O. #: 230290	539871	427.88
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74434 BROWN APEX PANTS

GLOBE MANUFACTURING LLC

Invoice #: 342963	P.O. #: 230419	540009	109.70
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FIRE PROTECTIVE GEAR CLEANING & REPAIRS RGA 102522KM4 SERICAL NUMBER 5351219
REPLACE VELCRO, REPLACE WRISTER W/THUMB LOOP**GLOBE MANUFACTURING LLC**

Invoice #: 342963	P.O. #: 230419	540009	24.20
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FIRE PROTECTIVE GEAR CLEANING & REPAIRS RGA 102522KM4 SERICAL NUMBER 5474658
REPLACE WRISTER W/THUMB LOOP**GLOBE MANUFACTURING LLC**

Invoice #: 342963	P.O. #: 230419	540009	54.61
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FIRE PROTECTIVE GEAR CLEANING & REPAIRS RGA 102522KM4 SERICAL NUMBER 5156081
UPS CALL TAG**GLOBE MANUFACTURING LLC**

Invoice #: 342963	P.O. #: 230419	540009	109.90
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FIRE PROTECTIVE GEAR CLEANING & REPAIRS RGA 102522KM4 SERICAL NUMBER 5285084
REPLACE VELCRO, REINFORCE SHELL 1 AREA, DARN SHELL 1 AREA, REINFORCE TRIM 2
AREAS**GLOBE MANUFACTURING LLC**

Invoice #: 342963	P.O. #: 230419	540009	121.45
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FIRE PROTECTIVE GEAR CLEANING & REPAIRS RGA 102522KM4 SERICAL NUMBER 5474671
REINFORCE SHELL 1 AREA, DARN SHELL 2 AREAS, REPLACE KNEE**GLOBE MANUFACTURING LLC**

Invoice #: 342963	P.O. #: 230419	540009	151.73
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FIRE PROTECTIVE GEAR CLEANING & REPAIRS RGA 102522KM4 SERICAL NUMBER 5156092
REPLACE VELCRO, DARN SHELL 1 AREA, REPLACE KNEE, REPLACE TRIM**GLOBE MANUFACTURING LLC**

Invoice #: 342963	P.O. #: 230419	540009	216.33
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FIRE PROTECTIVE GEAR CLEANING & REPAIRS RGA 102522KM4 SERICAL NUMBER 5351254
REINFORCE UPPER BACK AT WAIST, REPLACE VELCRO, DARN POCKET 1 AREA, DARN SHELL
6 AREAS, REPLACE KNEES

614000	GASOLINE, OIL, GREASE	5,137.01
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FLEETCOR TECHNOLOGIES

Invoice #: 343601	P.O. #: MANUAL	541114	2,975.55
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FLEETCOR TECHNOLOGIES

Invoice #: 343602	P.O. #: MANUAL	541115	2,161.46
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621700	MAINTENANCE CONTRACTS	40.00
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HAVARD PEST CONTROL

Invoice #: 342916	P.O. #: MANUAL	539960	40.00
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622300	TRAINING PROGRAMS	12,931.01
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STATE FIRE ACADEMY			
Invoice #:	342841	P.O. #:	MANUAL
			539885
			85.83
STATE FIRE ACADEMY			
Invoice #:	342842	P.O. #:	MANUAL
			539886
			85.83
TYLER J PRICE			
Invoice #:	342843	P.O. #:	MANUAL
			539887
			40.00
WHITNEY NATIONAL BANK			
Invoice #:	342943	P.O. #:	230676
			539988
			2,210.00
CARD SIX			
WHITNEY NATIONAL BANK			
Invoice #:	342943	P.O. #:	230676
			539988
			8,399.35
CARD SEVEN			
23001			2,110.00
SUNBELT FIRE INC			
Invoice #:	342961	P.O. #:	230176
			540007
			1,050.00
RT2395001030 RUTH LEE 66 LB LIGHT ADULT TRAINING MANIKIN UNDER SMPDD GRANT 22 3522 32 569 APPROVED BY COUNCIL 09/20/2022			
SUNBELT FIRE INC			
Invoice #:	342961	P.O. #:	230176
			540007
			1,060.00
RT2395001030 RUTH LEE 110 LB ADULT TRAINING MANIKIN			
625700 POSTAGE			5.78
FEDEX			
Invoice #:	343629	P.O. #:	MANUAL
			541142
			5.78
626001 TELEPHONE			2,361.76
A T & T			
Invoice #:	342878	P.O. #:	MANUAL
			539922
			40.15
A T & T			
Invoice #:	343291	P.O. #:	MANUAL
			540339
			813.75
AT&T MOBILITY II LLC			
Invoice #:	343632	P.O. #:	MANUAL
			541145
			1,507.86

626002	ELECTRIC	509.59
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COAST ELECTRIC POWER ASSOC

Invoice #:	343475	P.O. #:	MANUAL	540626	509.59
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626003	WATER	1,287.82
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CITY OF GULFPORT

Invoice #:	343367	P.O. #:	MANUAL	540518	130.18
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CITY OF GULFPORT

Invoice #:	343404	P.O. #:	MANUAL	540555	273.14
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CITY OF GULFPORT

Invoice #:	343408	P.O. #:	MANUAL	540559	152.72
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CITY OF GULFPORT

Invoice #:	343423	P.O. #:	MANUAL	540574	66.18
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CITY OF GULFPORT

Invoice #:	343434	P.O. #:	MANUAL	540585	39.00
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CITY OF GULFPORT

Invoice #:	343439	P.O. #:	MANUAL	540590	183.12
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CITY OF GULFPORT

Invoice #:	343442	P.O. #:	MANUAL	540593	130.18
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CITY OF GULFPORT

Invoice #:	343444	P.O. #:	MANUAL	540595	183.12
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CITY OF GULFPORT

Invoice #:	343455	P.O. #:	MANUAL	540606	130.18
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626004	GAS	718.05
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CENTERPOINT ENERGY RESOURCES CORP

Invoice #:	343563	P.O. #:	MANUAL	541076	212.86
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CENTERPOINT ENERGY RESOURCES CORP

Invoice #: 343566

P.O. #: MANUAL

541079

505.19

626500 PRINTING AND BINDING 700.00

CLAYS PRINT SHOP INC

Invoice #: 343513

P.O. #: 230629

540664

700.00

FIRE DEPARTMENT CALENDAR POSTERS 28" X 36" FULL COLOR ON 12PT STOCK

626900 TRAVEL 863.00

BRIAN J LORD

Invoice #: 342915

P.O. #: MANUAL

539959

528.00

ERIC VALLES

Invoice #: 342918

P.O. #: MANUAL

539962

13.00

SCOTT BERTRAM

Invoice #: 343225

P.O. #: MANUAL

540273

92.00

SERGIO CASTILLO III

Invoice #: 343226

P.O. #: MANUAL

540274

230.00

311 Streets and Drainage Maintenance 366,339.21

610700 OPERATING SUPPLIES 1,209.54

HD SUPPLY WHITE CAP CONSTRUCTION SUPPLY

Invoice #: 343219

P.O. #: 230460

540267

1,201.92

RESTOCK INVENTORY -- ITEM #43552060D: #5 GRADE 60, 5/8" X 20' REBAR

NECAISE LOCKSMITH SERVICE INC

Invoice #: 343250

P.O. #: 230498

540298

3.25

BLANKET PO FOR AS-NEEDED LOCK SUPPLIES/REPAIRS FOR FY 2023 (EST PERIOD NOV 2022 - SEPT 2023)

NECAISE LOCKSMITH SERVICE INC

Invoice #: 343251

P.O. #: 230498

540299

1.62

BLANKET PO FOR AS-NEEDED LOCK SUPPLIES/REPAIRS FOR FY 2023 (EST PERIOD NOV 2022 - SEPT 2023)

NECAISE LOCKSMITH SERVICE INC

Invoice #: 343252

P.O. #: 230498

540300

2.75

BLANKET PO FOR AS-NEEDED LOCK SUPPLIES/REPAIRS FOR FY 2023 (EST PERIOD NOV 2022 - SEPT 2023)

613800

ASPHALT

3,045.09

WARREN PAVING INC

Invoice #: 343237 P.O. #: 230483 540285 219.81

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 #: 343238 P.O. #: 230483 540286 284.99

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 #: 343239 P.O. #: 230483 540287 362.65

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 #: 343240 P.O. #: 230483 540288 225.18

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 #: 343241 P.O. #: 230483 540289 141.50

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 #: 343242 P.O. #: 230483 540290 174.83

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 #: 343243 P.O. #: 230483 540291 136.74

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 #: 343244 P.O. #: 230483 540292 552.40

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 #: 343245 P.O. #: 230483 540293 312.94

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 #: 343246 P.O. #: 230483 540294 322.47

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 #: 343247 P.O. #: 230483 540295 311.58

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

1,521.25

FLEETCOR TECHNOLOGIES			
Invoice #:	343594	P.O. #:	MANUAL
		541107	411.25
FLEETCOR TECHNOLOGIES			
Invoice #:	343595	P.O. #:	MANUAL
		541108	443.30
FLEETCOR TECHNOLOGIES			
Invoice #:	343599	P.O. #:	MANUAL
		541112	391.04
FLEETCOR TECHNOLOGIES			
Invoice #:	343600	P.O. #:	MANUAL
		541113	275.66
620900	CONTRACTUAL FEES		2,765.00
JOHNSONS TREE SERVICE, LLC			
Invoice #:	343005	P.O. #:	230650
		540053	1,200.00
TREE REMOVAL AT 4608 FINLEY ST -- 1 BUCKET TRUCK WITH OPERATOR			
JOHNSONS TREE SERVICE, LLC			
Invoice #:	343005	P.O. #:	230650
		540053	400.00
BOBCAT WITH OPERATOR			
JOHNSONS TREE SERVICE, LLC			
Invoice #:	343005	P.O. #:	230650
		540053	400.00
4 GROUND EMPLOYEE			
JOHNSONS TREE SERVICE, LLC			
Invoice #:	343005	P.O. #:	230650
		540053	500.00
1 DUMP TRUCK WITH OPERATOR			
HAVARD PEST CONTROL			
Invoice #:	343586	P.O. #:	MANUAL
		541099	45.00
HAVARD PEST CONTROL			
Invoice #:	343587	P.O. #:	MANUAL
		541100	90.00
JOHN M MCGUFFEE			
Invoice #:	343588	P.O. #:	MANUAL
		541101	130.00
621800	PRIVATIZATION CONTRACT		357,518.05

H2O INNOVATION OPERATION AND MAINTENANCE

Invoice #: 342953

P.O. #: 230511

539999

357,518.05

COUNCIL APPROVAL 2/8/22 AND 10/18/22, STREETS AND DRAINAGE MAINTENANCE AND
OPERATIONS FOR FY 2023(NOV 2022-SEPT 2023)

626001 TELEPHONE 130.12

AT&T MOBILITY II LLC

Invoice #: 342945

P.O. #: MANUAL

539990

48.24

CELLULAR SOUTH, INC

Invoice #: 343212

P.O. #: MANUAL

540260

81.88

626003 WATER 112.40

CITY OF GULFPORT

Invoice #: 343430

P.O. #: MANUAL

540581

49.16

CITY OF GULFPORT

Invoice #: 343435

P.O. #: MANUAL

540586

39.00

CITY OF GULFPORT

Invoice #: 343436

P.O. #: MANUAL

540587

24.24

626700 RENTAL 37.76

WASTE PRO OF MISSISSIPPI

Invoice #: 343572

P.O. #: MANUAL

541085

37.76

313 Public Works Admin 5,782.10**602500 LIFE INSURANCE 48.00**

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

Invoice #: 342849

P.O. #: MANUAL

539893

48.00

610700 OPERATING SUPPLIES 3,043.80

IMPERIAL BAG & PAPER, LLC

Invoice #: 343217

P.O. #: 230466

540265

920.39

ITEM #6870320: JRT JR TOILET TISSUE 9" ROLL 2-PLY ADVANTAGE 12 ROLLS/CASE (54)

IMPERIAL BAG & PAPER, LLC

Invoice #: 343217 P.O. #: 230466 540265 657.60

ITEM #6930750: NATURAL ROLL PAPER TOWEL 8X350 H235 1PLY 12 ROLLS/CASE

IMPERIAL BAG & PAPER, LLC

Invoice #: 343217 P.O. #: 230466 540265 1,110.39

ITEM #762907877: SOFT CARE ALL PURPOSE FOAM HAND SOAP 6/1.3L/CASE (48)

IMPERIAL BAG & PAPER, LLC

Invoice #: 343217 P.O. #: 230466 540265 288.10

ITEM #7740180: CLEAR 24X32 .5MIL CAN LINER 12-16GL *USM* 500/CASE (7/112)

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343287 P.O. #: 230657 540335 67.32

REPLACEMENTS/RESTOCK -- ITEM #ACM13824: TITANIUM BONDED SCISSORS, 5" X 7" LONG, 2.25" AND 3.5" CUT LENGTHS, GRAY/YELLOW STRAIGHT HANDLES, 2/PACK

612500 UNIFORMS 174.95

BOOT OUTLET LLC

Invoice #: 343006 P.O. #: 230660 540054 174.95

BOOTS FOR AARON JAMES -- ITEM @WK4331, SIZE 12 EE JUSTIN

620900 CONTRACTUAL FEES 750.00

BONDS SERVICES, INC

Invoice #: 343010 P.O. #: 230582 540058 750.00

CARPET CLEANING AT 4050 HEWES AVENUE, UPSTAIRS AND DOWNSTAIRS - STEAM CLEAN

626001 TELEPHONE 1,765.35

AT&T MOBILITY II LLC

Invoice #: 342945 P.O. #: MANUAL 539990 1,765.35

315 Traffic Control 630.02

602500 LIFE INSURANCE 56.00

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

Invoice #: 342849 P.O. #: MANUAL 539893 56.00

610700 OPERATING SUPPLIES 22.45

CORNETT BOLT & SCREW, INC

Invoice #: 343248 P.O. #: 230506 540296 1.20

BLANKET PO FOR FY 2023 FOR MISC SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS (EST PERIOD: NOV 2022 - SEPT 2023)

CORNETT BOLT & SCREW, INC

Invoice #: 343249

P.O. #: 230506

540297

21.25

BLANKET PO FOR FY 2023 FOR MISC SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS
(EST PERIOD: NOV 2022 - SEPT 2023)

615500 TRAFFIC CONTROL**4.33**

MANDALS INC

Invoice #: 343000

P.O. #: 226085

540048

4.33

BLANKET PO FOR METAL CUTTING AND BENDING TO BE USED ON AN AS-NEEDED BASIS
DURING FY22 (ESTIMATED PERIOD NOVEMBER 2021 - SEPTEMBER 2022)

615600 TRAFFIC SIGNAL SUPPLIES**15.67**

MANDALS INC

Invoice #: 343000

P.O. #: 226085

540048

15.67

BLANKET PO FOR METAL CUTTING AND BENDING TO BE USED ON AN AS-NEEDED BASIS
DURING FY22 (ESTIMATED PERIOD NOVEMBER 2021 - SEPTEMBER 2022)

626001 TELEPHONE**531.57**

A T & T

Invoice #: 342878

P.O. #: MANUAL

539922

8.03

AT&T MOBILITY II LLC

Invoice #: 342945

P.O. #: MANUAL

539990

363.44

A T & T

Invoice #: 343291

P.O. #: MANUAL

540339

160.10

325 Engineering**78,238.60****602500 LIFE INSURANCE****80.00**

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

Invoice #: 342849

P.O. #: MANUAL

539893

80.00

610700 OPERATING SUPPLIES**1,066.24**

WHITNEY NATIONAL BANK

Invoice #: 342943

P.O. #: 230676

539988

163.96

CARD FIFTEEN

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343287

P.O. #: 230657

540335

327.76

ITEM #FEL5227201: QUASAR 500 MANUAL COMB BINDING SYSTEM, 500 SHEETS, 18.13 X
15.38 X 5.13, METALLIC GRAY

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343287

P.O. #: 230657

540335

574.52

ITEM #FEL5734801: VENUS 2 125 LAMINATOR, SIX ROLLERS, 12" MAX DOCUMENT WIDTH, 10
MIL MAX DOCUMENT THICKNESS

614000 GASOLINE, OIL, GREASE 152.64

FLEETCOR TECHNOLOGIES

Invoice #: 343598

P.O. #: MANUAL

541111

152.64

625100 STREETS AND TRAFFIC LIGHTING 74,481.60

COAST ELECTRIC POWER ASSOC

Invoice #: 343460

P.O. #: MANUAL

540611

941.70

COAST ELECTRIC POWER ASSOC

Invoice #: 343461

P.O. #: MANUAL

540612

215.39

COAST ELECTRIC POWER ASSOC

Invoice #: 343462

P.O. #: MANUAL

540613

340.45

COAST ELECTRIC POWER ASSOC

Invoice #: 343463

P.O. #: MANUAL

540614

644.90

COAST ELECTRIC POWER ASSOC

Invoice #: 343464

P.O. #: MANUAL

540615

1,135.94

COAST ELECTRIC POWER ASSOC

Invoice #: 343465

P.O. #: MANUAL

540616

58.24

COAST ELECTRIC POWER ASSOC

Invoice #: 343466

P.O. #: MANUAL

540617

4,459.92

COAST ELECTRIC POWER ASSOC

Invoice #: 343467

P.O. #: MANUAL

540618

65.85

COAST ELECTRIC POWER ASSOC

Invoice #: 343468

P.O. #: MANUAL

540619

8,346.99

COAST ELECTRIC POWER ASSOC			
Invoice #:	343469	P.O. #:	MANUAL 540620 12,648.06
COAST ELECTRIC POWER ASSOC			
Invoice #:	343470	P.O. #:	MANUAL 540621 9,006.48
COAST ELECTRIC POWER ASSOC			
Invoice #:	343471	P.O. #:	MANUAL 540622 180.88
COAST ELECTRIC POWER ASSOC			
Invoice #:	343472	P.O. #:	MANUAL 540623 10,822.39
COAST ELECTRIC POWER ASSOC			
Invoice #:	343473	P.O. #:	MANUAL 540624 13,117.05
COAST ELECTRIC POWER ASSOC			
Invoice #:	343474	P.O. #:	MANUAL 540625 76.72
COAST ELECTRIC POWER ASSOC			
Invoice #:	343476	P.O. #:	MANUAL 540627 53.55
COAST ELECTRIC POWER ASSOC			
Invoice #:	343477	P.O. #:	MANUAL 540628 1,450.21
COAST ELECTRIC POWER ASSOC			
Invoice #:	343478	P.O. #:	MANUAL 540629 519.23
COAST ELECTRIC POWER ASSOC			
Invoice #:	343479	P.O. #:	MANUAL 540630 177.78
COAST ELECTRIC POWER ASSOC			
Invoice #:	343480	P.O. #:	MANUAL 540631 1,298.83
COAST ELECTRIC POWER ASSOC			
Invoice #:	343481	P.O. #:	MANUAL 540632 455.65
COAST ELECTRIC POWER ASSOC			
Invoice #:	343482	P.O. #:	MANUAL 540633 149.59

COAST ELECTRIC POWER ASSOC

Invoice #: 343483	P.O. #: MANUAL	540634	51.14
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MS POWER COMPANY

Invoice #: 343548	P.O. #: MANUAL	541061	115.63
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MS POWER COMPANY

Invoice #: 343551	P.O. #: MANUAL	541064	140.51
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MS POWER COMPANY

Invoice #: 343552	P.O. #: MANUAL	541065	92.51
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MS POWER COMPANY

Invoice #: 343553	P.O. #: MANUAL	541066	197.97
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MS POWER COMPANY

Invoice #: 343554	P.O. #: MANUAL	541067	7,718.04
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626001 TELEPHONE**615.21**

A T & T

Invoice #: 342878	P.O. #: MANUAL	539922	20.07
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AT&T MOBILITY II LLC

Invoice #: 342945	P.O. #: MANUAL	539990	570.41
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A T & T

Invoice #: 343291	P.O. #: MANUAL	540339	24.73
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630400 COMPUTER EQUIPMENT**1,842.91**

CDW LLC

Invoice #: 342873	P.O. #: 230373	539917	1,410.72
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HP WORKSTATION Z2 G9 CORE I7 12700 MFG PART# 6H903UT#ABA

CDW LLC

Invoice #: 342874	P.O. #: 230373	539918	432.19
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NVIDIA T1000 GRAPHICS CARD MFG PART# 4X61J52233

335 Garage Maintenance**27.07**

626001	TELEPHONE	27.07
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A T & T

Invoice #: 342878	P.O. #: MANUAL	539922	8.03
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A T & T

Invoice #: 343291	P.O. #: MANUAL	540339	19.04
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345	Capital Projects	11,569.69
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640100	CAPITAL PROJECTS	11,569.69
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02820	78.00
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WEAVER ELECTRIC INC

Invoice #: 342979	P.O. #: 226224	540026	78.00
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AS PER COUNCIL APPROVAL 11/17/21, BERT JONES HARBOR PAVILIONS AND LIGHTHOUSE
LIGHTING UPGRADES AND REPLACEMENTS

02824	11,491.69
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WEAVER ELECTRIC INC

Invoice #: 342979	P.O. #: 226224	540026	11,491.69
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AS PER COUNCIL APPROVAL 11/17/21, BERT JONES HARBOR PAVILIONS AND LIGHTHOUSE
LIGHTING UPGRADES AND REPLACEMENTS

367	Funds	13,158.58
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640200	CAP PRJ - ENGINEERING	13,158.58
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22019	13,158.58
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VOLKERT INC

Invoice #: 343630	P.O. #: 227469	541143	12,374.64
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AS PER ENGINEERING SERVICES AGREEMENT APPROVED BY COUNCIL 11/6/2021 --
ENGINEERING SERVICES RELATED TO THE MIMA PAVING PROJECT

VOLKERT INC

Invoice #: 343631	P.O. #: 227469	541144	783.94
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AS PER ENGINEERING SERVICES AGREEMENT APPROVED BY COUNCIL 11/6/2021 --
ENGINEERING SERVICES RELATED TO THE MIMA PAVING PROJECT

411	Leisure Services	103,901.80
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602500	LIFE INSURANCE	397.46
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THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

Invoice #: 342849	P.O. #: MANUAL	539893	397.46
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610100 CLEANING AND JANITORIAL**849.29**

SUN COAST BUSINESS SUPPLY INC

Invoice #: 342891

P.O. #: 230461

539935

41.60

MOP HEAD MEDIUM

SUN COAST BUSINESS SUPPLY INC

Invoice #: 342891

P.O. #: 230461

539935

77.88

LEMON PINE SOL

SUN COAST BUSINESS SUPPLY INC

Invoice #: 342891

P.O. #: 230461

539935

13.66

WINDEX CLEANER 1 GALLON

SUN COAST BUSINESS SUPPLY INC

Invoice #: 342892

P.O. #: 230568

539936

28.86

WHITE MULTI FOLD PAPER

SUN COAST BUSINESS SUPPLY INC

Invoice #: 342892

P.O. #: 230568

539936

53.44

TOILET TISSUE

SUN COAST BUSINESS SUPPLY INC

Invoice #: 342913

P.O. #: 230462

539957

51.00

DISINFECTANT WIPES

SUN COAST BUSINESS SUPPLY INC

Invoice #: 342913

P.O. #: 230462

539957

28.86

TOWELS 9.2 X 9.4 WHITE

SUN COAST BUSINESS SUPPLY INC

Invoice #: 342913

P.O. #: 230462

539957

23.39

JUMBO BATH TISSUE

SUN COAST BUSINESS SUPPLY INC

Invoice #: 342931

P.O. #: 230463

539976

140.34

JUMBO BATH TISSUE 9"

SUN COAST BUSINESS SUPPLY INC

Invoice #: 342931

P.O. #: 230463

539976

85.96

CLOROX WIPES

SUN COAST BUSINESS SUPPLY INC

Invoice #: 342931

P.O. #: 230463

539976

178.00

ANTIBACTERIAL SOAP

SUN COAST BUSINESS SUPPLY INC

Invoice #: 342931

P.O. #: 230463

539976

126.30

DISINFECTANT WIPES - PAIL

610400 OFFICE SUPPLIES**495.34**

SUN COAST BUSINESS SUPPLY INC				
Invoice #:	342891	P.O. #:	230461	
		539935	44.90	
CASE OF COPY PAPER				
SUN COAST BUSINESS SUPPLY INC				
Invoice #:	342891	P.O. #:	230461	
		539935	37.62	
6" PAPER PLATES 100/PK				
SUN COAST BUSINESS SUPPLY INC				
Invoice #:	342892	P.O. #:	230568	
		539936	79.98	
HP BLACK TONER				
SUN COAST BUSINESS SUPPLY INC				
Invoice #:	342892	P.O. #:	230568	
		539936	95.98	
YELLOW TONER				
SUN COAST BUSINESS SUPPLY INC				
Invoice #:	342892	P.O. #:	230568	
		539936	95.98	
CYAN				
SUN COAST BUSINESS SUPPLY INC				
Invoice #:	342892	P.O. #:	230568	
		539936	95.98	
MAGNENTA TONER				
SUN COAST BUSINESS SUPPLY INC				
Invoice #:	343531	P.O. #:	230568	
		540682	44.90	
CASE OF 8 1/2 X 11 WHITE PAPER				
610600	LANDSCAPE SUPPLIES			570.00
GREEN FOREST NURSERY INC				
Invoice #:	343643	P.O. #:	MANUAL	
		541158	570.00	
610700	OPERATING SUPPLIES			3,676.13
MULTI SERVICE TECHNOLOGY SOLUTIONS INC				
Invoice #:	342870	P.O. #:	230424	
		539914	149.99	
INSIGNIA 40" LED TV				
MULTI SERVICE TECHNOLOGY SOLUTIONS INC				
Invoice #:	342871	P.O. #:	230594	
		539915	119.98	
ROCKETFISH TILTING TV MOUNT BB11128094				
MULTI SERVICE TECHNOLOGY SOLUTIONS INC				
Invoice #:	342871	P.O. #:	230594	
		539915	1,255.98	
SAMSUNG UN75TU7000F 75" BB21490687				

SUN COAST BUSINESS SUPPLY INC			
Invoice #:	342891	P.O. #:	230461
		539935	43.90
NAPKINS			
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	342891	P.O. #:	230461
		539935	27.20
16.9 OZ BOTTLED WATER CASE			
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	342891	P.O. #:	230461
		539935	103.92
MULTI FOLD PAPER TOWELS WHITE			
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	342891	P.O. #:	230461
		539935	69.98
SUGAR CANISTERS 20 OZ			
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	342891	P.O. #:	230461
		539935	26.84
PAPER TOWEL 11X8 2 PLY			
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	342891	P.O. #:	230461
		539935	79.96
LARGE 3 COMPARTMENT FOAM CONTAINERS			
AIRGAS INC			
Invoice #:	342922	P.O. #:	MANUAL
		539966	231.98
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	342929	P.O. #:	230461
		539974	43.96
GALLON SIZE BAG - 250 CLEAR FOR SR CENTER			
WHITNEY NATIONAL BANK			
Invoice #:	342943	P.O. #:	230676
		539988	120.00
CARD ELEVEN			
WHITNEY NATIONAL BANK			
Invoice #:	342943	P.O. #:	230676
		539988	32.06
CARD SIXTEEN			
SUN GRAPHIC TECHNOLOGIES, INC			
Invoice #:	342985	P.O. #:	230314
		540032	416.31
PARKING DECALS - INSIDE MOUNT FOR MARINA			
LOWES OF GULFPORT MS 466			
Invoice #:	343655	P.O. #:	MANUAL
		541170	6.14
LOWES OF GULFPORT MS 466			
Invoice #:	343656	P.O. #:	MANUAL
		541172	825.38

LOWES OF GULFPORT MS 466

Invoice #: 343657

P.O. #: MANUAL

541173

122.55

611300 MOTOR VEHICLE REPAIRS 425.00

GULF COAST SMALL ENGINE REPAIR

Invoice #: 342903

P.O. #: 230121

539947

232.00

OPEN P/O FOR MOWER, BLOWER, WEED EATER ETC REPAIRS

GULF COAST SMALL ENGINE REPAIR

Invoice #: 342905

P.O. #: 230121

539949

83.00

OPEN P/O FOR MOWER, BLOWER, WEED EATER ETC REPAIRS

GULF COAST SMALL ENGINE REPAIR

Invoice #: 342910

P.O. #: 230121

539954

110.00

OPEN P/O FOR MOWER, BLOWER, WEED EATER ETC REPAIRS

612200 REPAIRS AND MAINTENANCE 567.50

EAGLE SERVICES, INC.

Invoice #: 342828

P.O. #: 229584

539872

567.50

SERVICE CALL TO CHECK 2ND FLOOR NORTH SIDE OF BUILDING AC AT LS ADMIN BLDG

612500 UNIFORMS 161.93

ALLISTONS

Invoice #: 342911

P.O. #: 230133

539955

17.99

UNIFORM LONG SLEEVED SHIRT FOR OFFICE MANAGER SIZE M

ALLISTONS

Invoice #: 342911

P.O. #: 230133

539955

35.98

UNIFORM LONG-SLEEVED SHIRT FOR OFFICE MANAGER SIZE M

ALLISTONS

Invoice #: 342911

P.O. #: 230133

539955

37.98

UNIFORM 3/4 SLEEVED SHIRT FOR OFFICE MANAGER SIZE M

ALLISTONS

Invoice #: 342911

P.O. #: 230133

539955

69.98

UNIFORM LONG SLEEVED SHIRT FOR DIRECTOR SIZE XL

613100 ATHLETIC PROGRAM SUPPLIES 7,610.97

ALLISTONS

Invoice #: 342885

P.O. #: MANUAL

539929

561.38

ALLISTONS				
Invoice #:	342886	P.O. #:	MANUAL	539930
				525.44
ALLISTONS				
Invoice #:	342887	P.O. #:	MANUAL	539931
				532.75
ALLISTONS				
Invoice #:	342888	P.O. #:	MANUAL	539932
				595.45
CLAYS PRINT SHOP INC				
Invoice #:	342893	P.O. #:	230604	539937
				1,025.00
	FLYERS FOR BASEBALL CAMP - 12,000			
KEELING CO				
Invoice #:	342901	P.O. #:	230379	539945
				429.14
	SPRINKLER PARTS - RAIN BIRD ROTORS			
KEELING CO				
Invoice #:	342901	P.O. #:	230379	539945
				429.14
	SPRINKLER PARTS - RAIN BIRD ROTORS			
VARSITY BRANDS HOLDING CO, INC				
Invoice #:	342907	P.O. #:	230538	539951
				1,290.76
	BASKETBALLS			
VARSITY BRANDS HOLDING CO, INC				
Invoice #:	342907	P.O. #:	230538	539951
				50.83
	WHISTLES			
VARSITY BRANDS HOLDING CO, INC				
Invoice #:	342907	P.O. #:	230538	539951
				299.97
	BASKETBALLS			
VARSITY BRANDS HOLDING CO, INC				
Invoice #:	342907	P.O. #:	230538	539951
				73.77
	REFEREE SHIRT AM			
VARSITY BRANDS HOLDING CO, INC				
Invoice #:	342907	P.O. #:	230538	539951
				73.77
	REFEREE SHIRT AL			
VARSITY BRANDS HOLDING CO, INC				
Invoice #:	342907	P.O. #:	230538	539951
				307.35
	SCOREBOOKS			
RICHARDSON ATHLETICS LLC				
Invoice #:	342909	P.O. #:	230383	539953
				879.96
	STANDARD PITCHERS SCREEN			

RICHARDSON ATHLETICS LLC

Invoice #: 342909

P.O. #: 230383

539953

299.88

2 SPIKE PITCHING RUBBER (OFFICIAL)

RICHARDSON ATHLETICS LLC

Invoice #: 342909

P.O. #: 230383

539953

665.52

PROFESSIONAL HOME PLATE WOOD BOTTOM

614000 GASOLINE, OIL, GREASE**1,970.33**

FLEETCOR TECHNOLOGIES

Invoice #: 343590

P.O. #: MANUAL

541103

41.86

FLEETCOR TECHNOLOGIES

Invoice #: 343591

P.O. #: MANUAL

541104

209.54

FLEETCOR TECHNOLOGIES

Invoice #: 343592

P.O. #: MANUAL

541105

74.66

FLEETCOR TECHNOLOGIES

Invoice #: 343593

P.O. #: MANUAL

541106

52.18

FLEETCOR TECHNOLOGIES

Invoice #: 343603

P.O. #: MANUAL

541116

112.31

FLEETCOR TECHNOLOGIES

Invoice #: 343604

P.O. #: MANUAL

541117

32.90

FLEETCOR TECHNOLOGIES

Invoice #: 343607

P.O. #: MANUAL

541120

80.85

FLEETCOR TECHNOLOGIES

Invoice #: 343608

P.O. #: MANUAL

541121

56.92

FLEETCOR TECHNOLOGIES

Invoice #: 343609

P.O. #: MANUAL

541122

671.34

FLEETCOR TECHNOLOGIES

Invoice #: 343610

P.O. #: MANUAL

541123

637.77

CADENCE BANK (FKA BANCORPSOUTH BANK)

Invoice #: 342806	P.O. #: 230094	539850	5,753.81
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YEAR 5 OF 5 YEAR LEASE, AS APPROVED BY CITY COUNCIL ON 11/2/2018, JOHN DEERE
TRACTORS & Sportsplex Marquee

DEERE CREDIT INC

Invoice #: 342808	P.O. #: 230263	539852	5,740.15
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YEAR 3 OF EQUIPMENT LEASE FOR ACCOUNT NUMBER 020-0058651-0004 COUNCIL
APPROVAL 02/18/2020

DEERE CREDIT INC

Invoice #: 342809	P.O. #: 230264	539853	4,508.67
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AS PER COUNCIL APPROVAL 4/20/21, LEASE OF EQUIPMENT LEASE FOR ACCOUNT NUMBER
020-0058651-0005 SPORTSPLEX AND BEAUTIFICATION

HAVARD PEST CONTROL

Invoice #: 342881	P.O. #: MANUAL	539925	100.00
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HAVARD PEST CONTROL

Invoice #: 342882	P.O. #: MANUAL	539926	100.00
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HAVARD PEST CONTROL

Invoice #: 342883	P.O. #: MANUAL	539927	65.00
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WEAVER ELECTRIC INC

Invoice #: 342896	P.O. #: 230449	539940	4,800.00
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AS PER UNIT PRICE CONTRACT COUNCIL APPROVED ON 08/18/2020, LABOR AND EQUIPMENT
TO REPAIR SPORTS LIGHTS AT SOCCER FIELDS 1-4 AT SPORTSPLEX

WEAVER ELECTRIC INC

Invoice #: 342896	P.O. #: 230449	539940	3,059.00
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MATERIALS TO REPAIR LIGHTS AT SOCCER FIELDS 1-4 AT SPORTSPLEX
10 BALLASTS, 16 LAMPS, 40 FUSES

WEAVER ELECTRIC INC

Invoice #: 342896	P.O. #: 230449	539940	2,600.00
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EQUIPMENT TO REPAIR LIGHTS AT SOCCER FIELDS 1-4 AT SPORTSPLEX
10 BALLASTS, 16 LAMPS, 40 FUSES

WEAVER ELECTRIC INC

Invoice #: 342899	P.O. #: 230560	539943	4,480.00
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AS PER UNIT PRICE CONTRACT COUNCIL APPROVED ON 8/18/20
REPAIR SPORTS LIGHTS AND BAD UNDERGROUND AT VA SOCCER COMPLEX

WEAVER ELECTRIC INC

Invoice #: 342899	P.O. #: 230560	539943	2,300.00
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BUCKET TRUCK

GULF BREEZE LANDSCAPING LLC

Invoice #: 342904	P.O. #: 230334	539948	26,310.00
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COUNCIL APPROVAL 7/5/2022 CONTRACT E - GROUNDS MAINTENANCE

GULF BREEZE LANDSCAPING LLC

Invoice #: 342904	P.O. #: 230334	539948	3,020.00
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CONTRACT F - GROUNDS MAINTENANCE

SPORTSENGINE

Invoice #: 342906	P.O. #: 230401	539950	35.00
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OPEN P/O FOR BACKGROUND CHECKS FOR COACHES AND VOLUNTEERS

WEAVER ELECTRIC INC

Invoice #: 342971	P.O. #: 230595	540017	2,400.00
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COUNCIL APPROVAL OF UNIT PRICE CONTRACT 8/18/20, LABOR FOR REPAIRS TO BASEBALL
AND SOFTBALL FIELDS AT SPORTSPLEX**WEAVER ELECTRIC INC**

Invoice #: 342971	P.O. #: 230595	540017	1,200.00
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MATERIALS (SEE QUOTE ATTACHED)

WEAVER ELECTRIC INC

Invoice #: 342971	P.O. #: 230595	540017	900.00
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EQUIPMENT

SOUTH MS BUSINESS MACHINES INC

Invoice #: 343278	P.O. #: MANUAL	540326	176.51
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SOUTH MS BUSINESS MACHINES INC

Invoice #: 343280	P.O. #: MANUAL	540328	49.00
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WASTE PRO OF MISSISSIPPI

Invoice #: 343571	P.O. #: MANUAL	541084	773.69
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WASTE PRO OF MISSISSIPPI

Invoice #: 343574	P.O. #: MANUAL	541087	232.50
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WASTE PRO OF MISSISSIPPI

Invoice #: 343575	P.O. #: MANUAL	541088	92.65
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WASTE PRO OF MISSISSIPPI

Invoice #: 343576	P.O. #: MANUAL	541089	83.57
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WASTE PRO OF MISSISSIPPI

Invoice #: 343577	P.O. #: MANUAL	541090	175.00
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CABLE ONE

Invoice #: 343611	P.O. #: MANUAL	541124	78.97
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CABLE ONE				
Invoice #:	343612	P.O. #:	MANUAL	541125
				55.00
CABLE ONE				
Invoice #:	343614	P.O. #:	MANUAL	541127
				445.93
CABLE ONE				
Invoice #:	343615	P.O. #:	MANUAL	541128
				445.93
CABLE ONE				
Invoice #:	343616	P.O. #:	MANUAL	541129
				318.00
TYREE A DAVIS				
Invoice #:	343627	P.O. #:	MANUAL	541140
				800.00
ALL SAFE TECHNOLOGIES LLC				
Invoice #:	343645	P.O. #:	MANUAL	541160
				63.90
ALL SAFE TECHNOLOGIES LLC				
Invoice #:	343647	P.O. #:	MANUAL	541162
				69.95
ALL SAFE TECHNOLOGIES LLC				
Invoice #:	343651	P.O. #:	MANUAL	541166
				48.45
ALL SAFE TECHNOLOGIES LLC				
Invoice #:	343652	P.O. #:	MANUAL	541167
				34.95
626001	TELEPHONE			4,432.97
A T & T				
Invoice #:	342878	P.O. #:	MANUAL	539922
				20.07
CELLULAR SOUTH, INC				
Invoice #:	343212	P.O. #:	MANUAL	540260
				1,160.09
A T & T				
Invoice #:	343291	P.O. #:	MANUAL	540339
				2,110.44

CELLULAR SOUTH, INC

Invoice #: 343299

P.O. #: MANUAL

540347

408.21

41136**SPORTSPLEX****416.68**

A T & T

Invoice #: 343296

P.O. #: MANUAL

540344

416.68

41138**GOLDIN SPORTSPLEX****236.57**

A T & T

Invoice #: 343296

P.O. #: MANUAL

540344

236.57

41139**LYMAN COMMUNITY CENTER****80.91**

A T & T

Invoice #: 343296

P.O. #: MANUAL

540344

80.91

626002**ELECTRIC****5,121.07**

MS POWER COMPANY

Invoice #: 343545

P.O. #: MANUAL

541058

143.30

MS POWER COMPANY

Invoice #: 343546

P.O. #: MANUAL

541059

141.48

MS POWER COMPANY

Invoice #: 343550

P.O. #: MANUAL

541063

57.19

MS POWER COMPANY

Invoice #: 343556

P.O. #: MANUAL

541069

4,415.62

CENTERPOINT ENERGY RESOURCES CORP

Invoice #: 343564

P.O. #: MANUAL

541077

30.61

CENTERPOINT ENERGY RESOURCES CORP

Invoice #: 343569

P.O. #: MANUAL

541082

41.84

CENTERPOINT ENERGY RESOURCES CORP

Invoice #: 343570

P.O. #: MANUAL

541083

30.61

41130	GASTON POINT		64.82
MS POWER COMPANY			
Invoice #:	343549	P.O. #:	MANUAL 541062 64.82
41135	GRASSLAWN		195.60
MS POWER COMPANY			
Invoice #:	343642	P.O. #:	MANUAL 541157 195.60
626003	WATER		6,207.50
CITY OF GULFPORT			
Invoice #:	343364	P.O. #:	MANUAL 540515 24.24
CITY OF GULFPORT			
Invoice #:	343365	P.O. #:	MANUAL 540516 166.10
CITY OF GULFPORT			
Invoice #:	343368	P.O. #:	MANUAL 540519 41.26
CITY OF GULFPORT			
Invoice #:	343369	P.O. #:	MANUAL 540520 166.10
CITY OF GULFPORT			
Invoice #:	343370	P.O. #:	MANUAL 540521 142.98
CITY OF GULFPORT			
Invoice #:	343371	P.O. #:	MANUAL 540522 26.70
CITY OF GULFPORT			
Invoice #:	343372	P.O. #:	MANUAL 540523 26.70
CITY OF GULFPORT			
Invoice #:	343373	P.O. #:	MANUAL 540524 26.70
CITY OF GULFPORT			
Invoice #:	343374	P.O. #:	MANUAL 540525 63.80

CITY OF GULFPORT			
Invoice #: 343375	P.O. #: MANUAL	540526	32.80
CITY OF GULFPORT			
Invoice #: 343376	P.O. #: MANUAL	540527	32.80
CITY OF GULFPORT			
Invoice #: 343377	P.O. #: MANUAL	540528	26.70
CITY OF GULFPORT			
Invoice #: 343378	P.O. #: MANUAL	540529	85.50
CITY OF GULFPORT			
Invoice #: 343379	P.O. #: MANUAL	540530	26.70
CITY OF GULFPORT			
Invoice #: 343380	P.O. #: MANUAL	540531	11.70
CITY OF GULFPORT			
Invoice #: 343381	P.O. #: MANUAL	540532	11.70
CITY OF GULFPORT			
Invoice #: 343387	P.O. #: MANUAL	540538	345.59
CITY OF GULFPORT			
Invoice #: 343389	P.O. #: MANUAL	540540	39.00
CITY OF GULFPORT			
Invoice #: 343391	P.O. #: MANUAL	540542	219.62
CITY OF GULFPORT			
Invoice #: 343392	P.O. #: MANUAL	540543	5.80
CITY OF GULFPORT			
Invoice #: 343393	P.O. #: MANUAL	540544	66.18
CITY OF GULFPORT			
Invoice #: 343395	P.O. #: MANUAL	540546	26.70

CITY OF GULFPORT				
Invoice #:	343396	P.O. #:	MANUAL	540547
				39.00
CITY OF GULFPORT				
Invoice #:	343397	P.O. #:	MANUAL	540548
				24.24
CITY OF GULFPORT				
Invoice #:	343398	P.O. #:	MANUAL	540549
				41.26
CITY OF GULFPORT				
Invoice #:	343399	P.O. #:	MANUAL	540550
				11.70
CITY OF GULFPORT				
Invoice #:	343400	P.O. #:	MANUAL	540551
				45.20
CITY OF GULFPORT				
Invoice #:	343405	P.O. #:	MANUAL	540556
				147.50
CITY OF GULFPORT				
Invoice #:	343406	P.O. #:	MANUAL	540557
				85.50
CITY OF GULFPORT				
Invoice #:	343407	P.O. #:	MANUAL	540558
				39.00
CITY OF GULFPORT				
Invoice #:	343412	P.O. #:	MANUAL	540563
				5.80
CITY OF GULFPORT				
Invoice #:	343413	P.O. #:	MANUAL	540564
				23.70
CITY OF GULFPORT				
Invoice #:	343417	P.O. #:	MANUAL	540568
				5.80
CITY OF GULFPORT				
Invoice #:	343418	P.O. #:	MANUAL	540569
				5.80
CITY OF GULFPORT				
Invoice #:	343419	P.O. #:	MANUAL	540570
				5.80

CITY OF GULFPORT			
Invoice #: 343420	P.O. #: MANUAL	540571	5.80
CITY OF GULFPORT			
Invoice #: 343421	P.O. #: MANUAL	540572	5.80
CITY OF GULFPORT			
Invoice #: 343422	P.O. #: MANUAL	540573	5.80
CITY OF GULFPORT			
Invoice #: 343428	P.O. #: MANUAL	540579	861.86
CITY OF GULFPORT			
Invoice #: 343433	P.O. #: MANUAL	540584	75.36
CITY OF GULFPORT			
Invoice #: 343438	P.O. #: MANUAL	540589	380.00
CITY OF GULFPORT			
Invoice #: 343440	P.O. #: MANUAL	540591	70.00
CITY OF GULFPORT			
Invoice #: 343441	P.O. #: MANUAL	540592	24.24
CITY OF GULFPORT			
Invoice #: 343445	P.O. #: MANUAL	540596	39.00
CITY OF GULFPORT			
Invoice #: 343446	P.O. #: MANUAL	540597	39.00
CITY OF GULFPORT			
Invoice #: 343447	P.O. #: MANUAL	540598	5.80
CITY OF GULFPORT			
Invoice #: 343450	P.O. #: MANUAL	540601	11.70
CITY OF GULFPORT			
Invoice #: 343452	P.O. #: MANUAL	540603	11.70

CITY OF GULFPORT				
Invoice #:	343453	P.O. #:	MANUAL	540604
				54.50
CITY OF GULFPORT				
Invoice #:	343454	P.O. #:	MANUAL	540605
				113.16
CITY OF GULFPORT				
Invoice #:	343457	P.O. #:	MANUAL	540608
				420.32
CITY OF GULFPORT				
Invoice #:	343459	P.O. #:	MANUAL	540610
				166.10
CITY OF GULFPORT				
Invoice #:	343620	P.O. #:	MANUAL	541133
				494.70
ALL SAFE TECHNOLOGIES LLC				
Invoice #:	343650	P.O. #:	MANUAL	541165
				39.95
41130	GASTON POINT			296.28
CITY OF GULFPORT				
Invoice #:	343362	P.O. #:	MANUAL	540513
				130.18
CITY OF GULFPORT				
Invoice #:	343363	P.O. #:	MANUAL	540514
				166.10
41132	WILLIE LOCK COMMUNITY CENTER			39.00
CITY OF GULFPORT				
Invoice #:	343451	P.O. #:	MANUAL	540602
				39.00
41134	GASTON HEWES			113.16
CITY OF GULFPORT				
Invoice #:	343394	P.O. #:	MANUAL	540545
				113.16
41135	GRASSLAWN			113.16
CITY OF GULFPORT				
Invoice #:	343409	P.O. #:	MANUAL	540560
				113.16
41143	WESTSIDE COMMUNITY CENTER			166.10

CITY OF GULFPORT

Invoice #: 343366

P.O. #: MANUAL

540517

166.10

41144

FITNESS CENTER

429.16

CITY OF GULFPORT

Invoice #: 343448

P.O. #: MANUAL

540599

49.16

CITY OF GULFPORT

Invoice #: 343449

P.O. #: MANUAL

540600

380.00

41145

KATIE BOOTH

130.18

CITY OF GULFPORT

Invoice #: 343426

P.O. #: MANUAL

540577

130.18

626004

GAS

100.68

CENTERPOINT ENERGY RESOURCES CORP

Invoice #: 343567

P.O. #: MANUAL

541080

32.07

CENTERPOINT ENERGY RESOURCES CORP

Invoice #: 343568

P.O. #: MANUAL

541081

68.61

415

Building Maintenance

1,265.82

620900

CONTRACTUAL FEES

123.00

SOUTH MS BUSINESS MACHINES INC

Invoice #: 343001

P.O. #: MANUAL

540050

123.00

624601

REPAIRS AND MAINTENANCE

1,059.38

EAGLE SERVICES, INC.

Invoice #: 342829

P.O. #: 230617

539873

337.50

AC REPAIRS

NECAISE LOCKSMITH SERVICE INC

Invoice #: 342830

P.O. #: 230308

539874

12.50

SUPPLIES

SOUTHERN PIPE & SUPPLY CO

Invoice #: 342940	P.O. #: 230311	539985	31.83
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SUPPLIES

EAGLE SERVICES, INC.

Invoice #: 342955	P.O. #: 230665	540001	85.00
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AH-1- CHECK FAN

GOLDIN METALS, INC

Invoice #: 342980	P.O. #: 230550	540027	111.60
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SPEC #09 EAVE FLASHING, 40FT.

NECAISE LOCKSMITH SERVICE INC

Invoice #: 343293	P.O. #: 230308	540341	165.00
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SUPPLIES

MAYER ELECTRIC SUPPLY

Invoice #: 343294	P.O. #: 230309	540342	158.10
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SUPPLIES

W. W. GRAINGER, INC

Invoice #: 343533	P.O. #: 230387	540684	157.85
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THROUGH THE WALL EXHAUST FAN

626001	TELEPHONE	83.44
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CELLULAR SOUTH, INC

Invoice #: 343212	P.O. #: MANUAL	540260	83.44
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445	Joseph T Jones Memorial Park	32,332.36
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602500	LIFE INSURANCE	32.00
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THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

Invoice #: 342849	P.O. #: MANUAL	539893	32.00
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610700	OPERATING SUPPLIES	1,793.94
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MULTI SERVICE TECHNOLOGY SOLUTIONS INC

Invoice #: 342872	P.O. #: 230083	539916	29.98
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WASSERSTEUB ANIT-THEFT MOUNG FOR NEST CAMERA

MULTI SERVICE TECHNOLOGY SOLUTIONS INC

Invoice #: 342872	P.O. #: 230083	539916	79.98
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GOOGLE NEST 10 M CABLE

MULTI SERVICE TECHNOLOGY SOLUTIONS INC			
Invoice #:	342872	P.O. #:	230083
		539916	349.62
GOOGLE NEST CAM - 2 PACK			
NECAISE LOCKSMITH SERVICE INC			
Invoice #:	342900	P.O. #:	230141
		539944	11.85
OPEN P/O FOR KEYS AND LOCKS FOR THE MARINA			
SUN GRAPHIC TECHNOLOGIES, INC			
Invoice #:	342987	P.O. #:	230314
		540034	381.31
PARKING DECALS - OUTSIDE FOR MARINA			
SUN GRAPHIC TECHNOLOGIES, INC			
Invoice #:	342988	P.O. #:	230314
		540035	427.87
DASHBOARD TEMP PARKING PERMITS FOR MARINA			
MAYER ELECTRIC SUPPLY			
Invoice #:	342998	P.O. #:	230147
		540046	513.33
OPEN P/O FOR ELECTRICAL PARTS FOR THE MARINA			
612200	REPAIRS AND MAINTENANCE		192.31
WEAVER ELECTRIC INC			
Invoice #:	342979	P.O. #:	226224
		540026	192.31
AS PER COUNCIL APPROVAL 11/17/21, BERT JONES HARBOR PAVILIONS AND LIGHTHOUSE LIGHTING UPGRADES AND REPLACEMENTS			
614000	GASOLINE, OIL, GREASE		111.92
FLEETCOR TECHNOLOGIES			
Invoice #:	343596	P.O. #:	MANUAL
		541109	111.92
614100	FUEL FOR RETAIL		12,338.12
DAVISON FUELS & OIL LLC			
Invoice #:	342921	P.O. #:	MANUAL
		539965	12,338.12
626001	TELEPHONE		712.95
CELLULAR SOUTH, INC			
Invoice #:	343212	P.O. #:	MANUAL
		540260	119.33
A T & T			
Invoice #:	343291	P.O. #:	MANUAL
		540339	593.62

16,149.96

2,487.88

7,868.37

298.33

5,495.38

1,001.16

24.24

527.36

39.00

45.20

211.30

49.16

104.90

70,737.54

LOWES OF GULFPORT MS 466

Invoice #:	342889	P.O. #:	230519	539933	516.73
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OPEN P/O FOR SUPPLIES FOR HARBOR LIGHTS

LOWES OF GULFPORT MS 466

Invoice #:	342890	P.O. #:	230519	539934	23.55
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OPEN P/O FOR SUPPLIES FOR HARBOR LIGHTS

SUN COAST BUSINESS SUPPLY INC

Invoice #:	342892	P.O. #:	230568	539936	46.08
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ROLLS OF 2/14 THERMAL PAPER

BLOSSMAN GAS INC

Invoice #:	342894	P.O. #:	230173	539938	225.00
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PROPANE FOR HARBOR LIGHTS WAREHOUSE

G F FULWOOD INC

Invoice #:	342908	P.O. #:	230430	539952	800.00
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NETWORK DATA BOX (RGBNDB)

G F FULWOOD INC

Invoice #:	342908	P.O. #:	230430	539952	315.54
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10' PATCH CABLE

G F FULWOOD INC

Invoice #:	342908	P.O. #:	230430	539952	632.07
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20: EXTENDER CABLE

GULF COAST BUSINESS SUPPLY CO

Invoice #:	342930	P.O. #:	230603	539975	375.55
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ITEM#31759 Versa sure cleaner disinfectant wipe 110 sheets – 2count per box

CORNETT BOLT & SCREW, INC

Invoice #:	342932	P.O. #:	230135	539977	4.40
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OPEN P/O FOR NUTS BOLTS AND SCREWS FOR HARBOR LIGHTS

CORNETT BOLT & SCREW, INC

Invoice #:	342933	P.O. #:	230135	539978	1.40
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OPEN P/O FOR NUTS BOLTS AND SCREWS FOR HARBOR LIGHTS

WHITNEY NATIONAL BANK

Invoice #:	342943	P.O. #:	230676	539988	5,351.50
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CARD FIFTEEN

TODD HARMAN

Invoice #:	342995	P.O. #:	230685	540041	44.49
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BIG LOTS

TODD HARMAN			
Invoice #:	342995	P.O. #:	230685
			540041
			45.30
SHERWIN-WILLIAMS			
TODD HARMAN			
Invoice #:	342995	P.O. #:	230685
			540041
			26.75
DOLLAR TREE			
LOWES OF GULFPORT MS 466			
Invoice #:	343534	P.O. #:	230519
			540685
			421.77
OPEN P/O FOR SUPPLIES FOR HARBOR LIGHTS			
LOWES OF GULFPORT MS 466			
Invoice #:	343535	P.O. #:	230519
			540686
			706.92
OPEN P/O FOR SUPPLIES FOR HARBOR LIGHTS			
LOWES OF GULFPORT MS 466			
Invoice #:	343536	P.O. #:	230519
			540687
			50.16
OPEN P/O FOR SUPPLIES FOR HARBOR LIGHTS			
LOWES OF GULFPORT MS 466			
Invoice #:	343537	P.O. #:	230519
			540688
			748.33
OPEN P/O FOR SUPPLIES FOR HARBOR LIGHTS			
LOWES OF GULFPORT MS 466			
Invoice #:	343538	P.O. #:	230519
			540689
			184.20
OPEN P/O FOR SUPPLIES FOR HARBOR LIGHTS			
LOWES OF GULFPORT MS 466			
Invoice #:	343539	P.O. #:	230519
			540690
			7.10
OPEN P/O FOR SUPPLIES FOR HARBOR LIGHTS			
LOWES OF GULFPORT MS 466			
Invoice #:	343540	P.O. #:	230100
			540691
			21.48
MISCELLANEOUS SUPPLIES FOR HARBOR LIGHTS			
LOWES OF GULFPORT MS 466			
Invoice #:	343541	P.O. #:	230519
			540692
			710.54
OPEN P/O FOR SUPPLIES FOR HARBOR LIGHTS			
LOWES OF GULFPORT MS 466			
Invoice #:	343542	P.O. #:	230519
			540693
			313.38
OPEN P/O FOR SUPPLIES FOR HARBOR LIGHTS			
LOWES OF GULFPORT MS 466			
Invoice #:	343543	P.O. #:	230519
			540694
			67.50
OPEN P/O FOR SUPPLIES FOR HARBOR LIGHTS			
LOWES OF GULFPORT MS 466			
Invoice #:	343544	P.O. #:	230519
			540695
			21.84
OPEN P/O FOR SUPPLIES FOR HARBOR LIGHTS			

612200	BLDG REPAIRS AND MAINTENANCE	3,357.28
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GLASS SOLUTIONS INC

Invoice #:	342897	P.O. #:	230586	539941	3,008.00
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OPEN P/O FOR PLEXIGLASS FOR HARBOR LIGHTS SHOW

PHILLIPS BUILDING SUPPLY OF GPT INC

Invoice #:	342902	P.O. #:	230585	539946	349.28
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OPEN P/O FOR LUMBER FOR HARBOR LIGHTS SHOW

620900	CONTRACTUAL FEES	55,573.26
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HAVARD PEST CONTROL

Invoice #:	342884	P.O. #:	MANUAL	539928	70.00
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ALLISTONS

Invoice #:	342895	P.O. #:	230534	539939	699.65
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OPEN P/O FOR UNIFORMS FOR HARBOR LIGHTS

WASTE PRO OF MISSISSIPPI

Invoice #:	342912	P.O. #:	230561	539956	213.00
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OPEN P/O FOR DUMPSTER FOR HARBOR LIGHTS SHOW

WHITNEY NATIONAL BANK

Invoice #:	342943	P.O. #:	230676	539988	2,716.91
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CARD SIXTEEN

GIBSON MAINTENANCE, LLC

Invoice #:	342969	P.O. #:	230540	540014	3,840.00
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LABOR TO INSTALL WALLS AND PAINT FOR MARKET STREET WALLS

GIBSON MAINTENANCE, LLC

Invoice #:	342969	P.O. #:	230540	540014	560.00
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INSTALL CNC PANELS TWO MEN SEVEN HOURS @ 40/MPH

GIBSON MAINTENANCE, LLC

Invoice #:	342969	P.O. #:	230540	540014	784.70
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7.01B PAIN CNC PANELS (413) ST @\$1.90/SF

UNIVERSALCOM

Invoice #:	342976	P.O. #:	230521	540023	250.00
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OPEN P/O TO UPDATE PHONE SYSTEM MENU

AARON RODRICK LEE

Invoice #:	343356	P.O. #:	230514	540407	4,599.00
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SOUND SYSTEM 3/2 ARRAY STACKED WITH MINI MIXER AND ALL CABLES FOR SYSTEM
FUNCTION FOR HARBOR LIGHTS SHOW

JAMES THOMAS ANGLIN

Invoice #:	343358	P.O. #:	230646	540409	840.00
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OPEN P/O FOR SANTA CLAUS FOR HARBOR LIGHTS

Invoice #: 343658	P.O. #: 230609	541174	41,000.00
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626001	TELEPHONE	145.42
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Invoice #:	342945	P.O. #:	MANUAL	539990	145.42
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602500	LIFE INSURANCE	176.00
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Invoice #:	342849	P.O. #:	MANUAL	539893	176.00
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GULF COAST BUSINESS SUPPLY CO			
Invoice #:	342977	P.O. #:	230664
			540024
			24.56

GULF COAST BUSINESS SUPPLY CO			
Invoice #:	342977	P.O. #:	230664
			540024
			33.24

GULF COAST BUSINESS SUPPLY CO			
Invoice #:	342977	P.O. #:	230664
			540024
			18.40

GULF COAST BUSINESS SUPPLY CO			
Invoice #:	342977	P.O. #:	230664
			540024
			12.18

GULF COAST BUSINESS SUPPLY CO			
Invoice #:	342977	P.O. #:	230664
		540024	223.30

GULF COAST BUSINESS SUPPLY CO			
Invoice #:	342977	P.O. #:	230664
			540024
			53.69

IMPERIAL BAG & PAPER, LLC

Invoice #:	343634	P.O. #:	230637	541147	40.71
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IMPERIAL BAG & PAPER, LLC			
Invoice #:	343634	P.O. #:	230637
			541147
			28.93
6930750: NATURAL ROLL PAPER TOWEL 8X350 H235 1PLY 12R/CS (60)			
IMPERIAL BAG & PAPER, LLC			
Invoice #:	343634	P.O. #:	230637
			541147
			46.97
7800006: EC385812K 38X58 1.2MIL BLACK CAN LINER PITT 100/CS (9/99)			
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	343636	P.O. #:	230709
			541149
			10.54
SAN80653: LOW-ODOR DRY ERASE MARKER STARTER SET, BROAD CHISEL TIP, ASSORTED COLORS, 4/SET			
SUN COAST BUSINESS SUPPLY INC			
Invoice #:	343636	P.O. #:	230709
			541149
			487.40
UNV21200: COPY PAPER, LETTER SIZE, 8/1X11 WHITE, 500/REAM			
614000	GASOLINE, OIL, GREASE		276.65
FLEETCOR TECHNOLOGIES			
Invoice #:	343605	P.O. #:	MANUAL
			541118
			179.39
FLEETCOR TECHNOLOGIES			
Invoice #:	343606	P.O. #:	MANUAL
			541119
			97.26
620900	CONTRACTUAL FEES		16.00
ACE DATA STORAGE COMPANY INC			
Invoice #:	342950	P.O. #:	230677
			539996
			16.00
HARDY BUILDING			
621900	MEMERSHIP DUES AND SUBSCRIPT		175.00
WHITNEY NATIONAL BANK			
Invoice #:	342943	P.O. #:	230676
			539988
			175.00
CARD FIFTEEN			
622100	PROFESSIONAL FEES		265.00
NORMA JEAN SOROE			
Invoice #:	342934	P.O. #:	230154
			539979
			265.00
ALL TRANSCRIPTS FROM PC MEETINGS, ZB MEETINGS AND/OR CITY COUNCIL MEETINGS			
625500	LOT ASSESSMENTS		9,900.00

ANDREW W BARSTOW

Invoice #: 343344

P.O. #: 229607

540395

9,900.00

0810N-03-040.000, PATTERSON BARBARA L, LOT CLEAN UP, AWARDED 9-21-22, CC, CASE: 9634

626001 TELEPHONE

674.53

A T & T

Invoice #: 342878

P.O. #: MANUAL

539922

60.21

AT&T MOBILITY II LLC

Invoice #: 342945

P.O. #: MANUAL

539990

52.06

CELLULAR SOUTH, INC

Invoice #: 343212

P.O. #: MANUAL

540260

274.55

A T & T

Invoice #: 343291

P.O. #: MANUAL

540339

287.71

626100 ADVERTISING

545.60

SIJ HOLDINGS, LLC

Invoice #: 343663

P.O. #: MANUAL

541179

180.10

SIJ HOLDINGS, LLC

Invoice #: 343665

P.O. #: MANUAL

541181

180.32

SIJ HOLDINGS, LLC

Invoice #: 343668

P.O. #: MANUAL

541184

43.20

SIJ HOLDINGS, LLC

Invoice #: 343669

P.O. #: MANUAL

541186

17.76

SIJ HOLDINGS, LLC

Invoice #: 343670

P.O. #: MANUAL

541187

124.22

626500 PRINTING AND BINDING

215.00

CLAYS PRINT SHOP INC

Invoice #: 342978

P.O. #: 230636

540025

215.00

2500 #10 REGULAR WITH CITY OF GULFPORT PO BOX - BLUE INK

626900	TRAVEL	2.75
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WHITNEY NATIONAL BANK

Invoice #:	342943	P.O. #:	230676	539988	2.75
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CARD TWELVE

627900	MISC SERVICES AND CHARGES	31.00
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WHITNEY NATIONAL BANK

Invoice #:	342943	P.O. #:	230676	539988	28.00
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CARD FIFTEEN

TODD HARMAN

Invoice #:	342995	P.O. #:	230685	540041	3.00
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JUDGMENT CANCELLATION

701	Municipal Debt Service Fund	2,300.00
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650800	BOND DISCLOSURE FEES	2,300.00
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HANCOCK BANK/WHITNEY BANK

Invoice #:	343282	P.O. #:	MANUAL	540330	2,300.00
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811	Water Billing	107,228.12
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602500	LIFE INSURANCE	112.00
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THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

Invoice #:	342849	P.O. #:	MANUAL	539893	112.00
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610400	OFFICE SUPPLIES	625.43
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SUN COAST BUSINESS SUPPLY INC

Invoice #:	342956	P.O. #:	230678	540002	21.42
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ITEM: REDC1731, MONTHLY DEST PAD CALENDAR, 22X17, WHITE/BURGUNDY SHEETS,
BLACK BINDING, VLACK CORNERS, 12 MONTH (JAN TO DEC):2023

IMPERIAL BAG & PAPER, LLC

Invoice #:	343634	P.O. #:	230637	541147	40.71
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6870320: JRT JR TOILET TISSUE 9" ROLL 2-PLY ADVANTAGE 12RL/CS (54)

IMPERIAL BAG & PAPER, LLC

Invoice #:	343634	P.O. #:	230637	541147	28.93
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6930750: NATURAL ROLL PAPER TOWEL 8X350 H235 1PLY 12R/CS (60)

IMPERIAL BAG & PAPER, LLC

Invoice #: 343634 P.O. #: 230637 541147 46.97

7800006: EC385812K 38X58 1.2MIL BLACK CAN LINER PITT 100/CS (9/99)

SUN COAST BUSINESS SUPPLY INC

Invoice #: 343636 P.O. #: 230709 541149 487.40

UNV21200: COPY PAPER, LETTER SIZE, 8/1X11 WHITE, 500/REAM

610700 OPERATING SUPPLIES 25,283.42

SUN COAST BUSINESS SUPPLY INC

Invoice #: 342956 P.O. #: 230678 540002 47.42

ITEM: KCC47031, SCOTT, CHOOSE-A-SHEET MAEGA KITCHEN ROLL PAPER TOWELS, 1-PLY, 4.8 X 11, WHITE, 102/ROLL, 24/CARON

CLAYS PRINT SHOP INC

Invoice #: 343528 P.O. #: 230369 540679 12,618.00

#9-24 REGULAR ENVELOPES WHITE WOVE DIAGONAL SEAM FULL COMMERCIAL GUM FLAPS PRINTED FACE SIDE ONLY MUST BE LITHO REFLEX

CLAYS PRINT SHOP INC

Invoice #: 343528 P.O. #: 230369 540679 12,618.00

#10-24 WINDOW ENVELOPES WHITE WOVE DIAGONAL SEAM FULL COMMERCIAL GUM FLAPS PRINTED FACE SIDE ONLY MUST BE LITHO REFLEX BLUE INK

620900 CONTRACTUAL FEES 9,428.43

SPHERION STAFFING, LLC

Invoice #: 342858 P.O. #: MANUAL 539902 367.50

ACE DATA STORAGE COMPANY INC

Invoice #: 342950 P.O. #: 230677 539996 16.00

HARDY BUILDING

NEWEDGE SERVICES LLC

Invoice #: 343357 P.O. #: 230696 540408 833.50

AS PER MASTER SERVICES AGREEMENT APPROVED BY COUNCIL 12/21/2021 (3 YR TERM: 1/6/22-1/5/25) -- CITYWORKS MONTHLY HOSTING CHARGES FOR FYE 2023 (DECEMBER 2022 - SEPTEMBER 2023)

DMS MAIL MANAGEMENT, INC.

Invoice #: 343504 P.O. #: 230689 540655 1,672.51

OCT INV# 20227856-537

CLAYS PRINT SHOP INC

Invoice #: 343527 P.O. #: 230231 540678 6,080.00

160,000 ONE THIRD PERF SHEETS

AMERICAN MUNICIPAL SERVICES

Invoice #: 343626 P.O. #: MANUAL 541139 458.92

625700 POSTAGE 70,332.00

US POSTAL SERVICE

Invoice #: 343505	P.O. #: 230691	540656	70,000.00
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POSTAGE FOR MAILING OF WATER BILLS

U S POSTAL SERVICE

Invoice #: 343512	P.O. #: 230690	540663	332.00
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12 MTH RENEWAL FEE FOR PO BOX JJ 39502

626001 TELEPHONE**1,446.84**

A T & T

Invoice #: 342878	P.O. #: MANUAL	539922	4.01
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CELLCO PARTNERSHIP

Invoice #: 342999	P.O. #: MANUAL	540047	987.63
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CELLULAR SOUTH, INC

Invoice #: 343212	P.O. #: MANUAL	540260	99.32
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A T & T

Invoice #: 343291	P.O. #: MANUAL	540339	315.42
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A T & T

Invoice #: 343296	P.O. #: MANUAL	540344	40.46
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815 Water Operations and Maintenance**297,100.81****610700 OPERATING SUPPLIES****11,105.05**

WHITNEY NATIONAL BANK

Invoice #: 342943	P.O. #: 230676	539988	219.80
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CARD FIFTEEN

TODD HARMAN

Invoice #: 342995	P.O. #: 230685	540041	45.00
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KENS HARDWARE AND MARINE

FASTENAL

Invoice #: 343011	P.O. #: 230578	540059	711.36
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RESTOCK INVENTORY -- ITEM #0136170: IC WB BLUE INVERTED SPRAY PAINT 17 OZ

FASTENAL

Invoice #: 343011	P.O. #: 230578	540059	355.68
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ITEM #0136184: IC WB WHITE INVERTED SPRAY PAINT 17 OZ

FASTENAL

Invoice #: 343011	P.O. #: 230578	540059	355.68
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ITEM #0136171: IC WB GREEN INVERTED SPRAY PAINT 17 OZ

SUN COAST BUSINESS SUPPLY INC

Invoice #: 343232	P.O. #: 230564	540280	26.56
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ITEM #31128: PEN, GEL RBAL FNE 8/ST, AST

SUN COAST BUSINESS SUPPLY INC

Invoice #: 343233	P.O. #: 230564	540281	187.76
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RESTOCK OFFICE SUPPLIES -- ITEM #HOD164: RECYCLED TWO-COLOR MONTHLY DESK PAD
CALENDAR WITH NOTES SECTION, 22 X 17, BLUE BINDING/CORNERS, 12-MONTH (JAN-DEC):
2023

SUN COAST BUSINESS SUPPLY INC

Invoice #: 343233	P.O. #: 230564	540281	39.21
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ITEM #HOD139: RECYCLED DESK PAD CALENDAR, EARTHSCAPES SEASONAL ARTWORK, 22
X 17, BLACK BINDING/CORNERS, 12-MONTH (JAN - DEC): 2023

SUN COAST BUSINESS SUPPLY INC

Invoice #: 343233	P.O. #: 230564	540281	930.07
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ITEM #BWK526: LOW DENSITY REPRO CAN LINERS, 60 GAL, 2 MIL, 38" X 58", BLACK, 10
BAGS/ROLL, 10 ROLLS/CARTON

SUN COAST BUSINESS SUPPLY INC

Invoice #: 343233	P.O. #: 230564	540281	16.68
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ITEM #PURW240000 (SCBPURW240000): BRILLO HOTEL SIZE SOAP PAD

SUN COAST BUSINESS SUPPLY INC

Invoice #: 343233	P.O. #: 230564	540281	290.95
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ITEM #DURMN1500BKD: POWER BOOST COPPERTOP ALKALINE AA BATTERIES, 144/CARTON

SUN COAST BUSINESS SUPPLY INC

Invoice #: 343233	P.O. #: 230564	540281	274.18
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ITEM #DURMN2400BKD: POWER BOOST COPPERTOP ALKALINE AAA BATTERIES,
144/CARTON

SUN COAST BUSINESS SUPPLY INC

Invoice #: 343233	P.O. #: 230564	540281	339.53
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ITEM #DURMN1400: COPPERTOP ALKALINE C BATTERIES 72/CARTON

SUN COAST BUSINESS SUPPLY INC

Invoice #: 343233	P.O. #: 230564	540281	333.49
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ITEM #DURMN1300BKD: COPPERTOP ALKALINE D BATTERIES, 72/CARTON

SUN COAST BUSINESS SUPPLY INC

Invoice #: 343233	P.O. #: 230564	540281	259.99
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ITEM #DURMN1604BKD: COPPERTOP ALKALINE 9V BATTERIES, 12/BOX

SUN COAST BUSINESS SUPPLY INC

Invoice #: 343233	P.O. #: 230564	540281	485.09
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ITEM #UNV21200: COPY PAPER, LETTER SIZE, 8-1/2 X 11, WHITE, 500/REAM, 10
REAMS/CARTON

SUN COAST BUSINESS SUPPLY INC

Invoice #: 343233	P.O. #: 230564	540281	21.84
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ITEM #UNV79000VP: STANDARD CHISEL POINT STAPLES, 0.25" LEG, 0.5" CROWN, STEEL,
5,000/BOX, 5 BOXES/PACK, 25,000/PACK

SUN COAST BUSINESS SUPPLY INC

Invoice #: 343233	P.O. #: 230564	540281	199.15
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ITEM #RAC74828CT: DISINFECTANT SPRAY, CRISP LINEN, 19 OZ AEROSOL SPRAY, 12/CARTON

SUN COAST BUSINESS SUPPLY INC

Invoice #: 343233	P.O. #: 230564	540281	38.86
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ITEM #UNV08866: DESK HIGHLIGHTER VALUE PACK, FLUORESCENT YELLOW INK, CHISEL TIP, YELLOW BARREL, 36/PACK

SUN COAST BUSINESS SUPPLY INC

Invoice #: 343233	P.O. #: 230564	540281	16.59
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ITEM #UNV08862: DESK HIGHLIGHTERS, FLUORESCENT GREEN INK, CHISEL TIP, GREEN BARREL, DOZEN

SUN COAST BUSINESS SUPPLY INC

Invoice #: 343233	P.O. #: 230564	540281	18.23
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ITEM #UNV08864: DESK HIGHLIGHTERS, FLUORESCENT BLUE INK, CHISEL TIP, BLUE BARREL, DOZEN

SUN COAST BUSINESS SUPPLY INC

Invoice #: 343233	P.O. #: 230564	540281	16.37
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ITEM #UNV08865: DESK HIGHLIGHTERS, FLUORESCENT PINK INK, CHISEL TIP, PINK BARREL, DOZEN

SUN COAST BUSINESS SUPPLY INC

Invoice #: 343233	P.O. #: 230564	540281	16.62
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ITEM #UNV08863: DESK HIGHLIGHTERS, FLUORESCENT ORANGE INK, CHISEL TIP, ORANGE BARREL, DOZEN

SUN COAST BUSINESS SUPPLY INC

Invoice #: 343233	P.O. #: 230564	540281	51.95
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ITEM #SAN38202: CHISEL TIP PERMANENT MARKER, MEDIUM CHISEL TIP, RED, DOZEN

SUN COAST BUSINESS SUPPLY INC

Invoice #: 343233	P.O. #: 230564	540281	8.97
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ITEM #UBR658U0824: STANDARD PUSH PINS, PLASTIC, CLEAR, 0.44", 200/PACK

SUN COAST BUSINESS SUPPLY INC

Invoice #: 343233	P.O. #: 230564	540281	66.53
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ITEM #UNV43724: DRY ERASE BOARD, MELAMINE, 48 X 36, WHITE, BLACK/GRAY, ALUMINUM/PLASTIC FRAME

SUN COAST BUSINESS SUPPLY INC

Invoice #: 343233	P.O. #: 230564	540281	45.98
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ITEM #AVE07887: MARKS A LOT REGULAR DESK-STYLE PERMANENT MARKER, BROAD CHISEL TIP, RED, DOZEN (7887)

SUN COAST BUSINESS SUPPLY INC

Invoice #: 343233	P.O. #: 230564	540281	53.54
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ITEM #AVE98206: MARKS A LOT LARGE DESK-STYLE PERMANENT MARKER VALUE PACK, BROAD CHISEL TIP, BLACK, 36/PACK (98206)

SUN COAST BUSINESS SUPPLY INC

Invoice #: 343233	P.O. #: 230564	540281	81.79
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ITEM #BWK365LCT: GENERAL PURPOSE VINYL GLOVES, POWDER/LATEX-FREE, 2.6MIL, LARGE, CLEAR, 100/BOX, 10 BOXES/CARTON

SUN COAST BUSINESS SUPPLY INC

Invoice #: 343233	P.O. #: 230564	540281	71.23
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ITEM #KCC13217: ESSENTIAL 100% RECYCLED FIBER SRB BATHROOM TISSUE, SEPTIC SAFE, 2-PLY, WHITE, 506 SHEETS/ROLL, 80 ROLLS/CARTON

SUN COAST BUSINESS SUPPLY INC

Invoice #: 343233	P.O. #: 230564	540281	45.21
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ITEM #UNV75616: CORRECTION TAPE DISPENSER, NON-REFILLABLE, TRANSPARENT RED
APPLICATOR, 0.2" X 315", 10/PACK

SUN COAST BUSINESS SUPPLY INC

Invoice #: 343233	P.O. #: 230564	540281	166.01
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ITEM #IVR10016: COMPRESSED AIR DUSTER CLEANER, 10 OZ CAN, 6/PACK

NECAISE LOCKSMITH SERVICE INC

Invoice #: 343250	P.O. #: 230498	540298	3.25
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BLANKET PO FOR AS-NEEDED LOCK SUPPLIES/REPAIRS FOR FY 2023 (EST PERIOD NOV 2022 -
SEPT 2023)

NECAISE LOCKSMITH SERVICE INC

Invoice #: 343251	P.O. #: 230498	540299	1.63
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BLANKET PO FOR AS-NEEDED LOCK SUPPLIES/REPAIRS FOR FY 2023 (EST PERIOD NOV 2022 -
SEPT 2023)

NECAISE LOCKSMITH SERVICE INC

Invoice #: 343252	P.O. #: 230498	540300	2.75
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BLANKET PO FOR AS-NEEDED LOCK SUPPLIES/REPAIRS FOR FY 2023 (EST PERIOD NOV 2022 -
SEPT 2023)

ALTON L MCCAFFREY

Invoice #: 343253	P.O. #: 230497	540301	284.23
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BLANKET PO FOR MISCELLANEOUS OPERATING SUPPLIES TO BE PICKED UP ON AN
AS-NEEDED BASIS DURING FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343289	P.O. #: 230557	540337	118.74
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ITEM #CLO42464: ALL PURPOSE CLEANER, ORIGINAL, 144 OZ BOTTLE, 3/CARTON

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343289	P.O. #: 230557	540337	165.87
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ITEM #CLO30208PK: DISINFECTING WIPES, 7 X 8, FRESH SCENT/CITRUS BLEND,
75/CANISTER, 3/PACK

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290	P.O. #: 230557	540338	78.79
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RESTOCK OFFICE/CLEANING SUPPLIES -- ITEM #SMP13012CT: INDUSTRIAL CLEANER AND
DEGREASER, CONCENTRATED, 24 OZ SPRAY BOTTLE, 12/CARTON

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290	P.O. #: 230557	540338	50.36
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ITEM #CLO35306CT: CLEANER DEGREASER DISINFECTANT, 32 OZ SPRAY, 12/CARTON

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290	P.O. #: 230557	540338	51.99
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ITEM #PGC39383: PLUS LOTION FACIAL TISSUE, 2-PLY, WHITE, 124 SHEETS/BOX, 6
BOXES/PACK, 4 PACKS/CARTON

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290	P.O. #: 230557	540338	43.04
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ITEM #GPC23000: PACIFIC BLUE SELECT C-FOLD PAPER TOWELS, 2-PLY, 10.1 X 12.7, WHITE,
120/PACK, 12 PACKS/CARTON

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290	P.O. #: 230557	540338	73.72
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ITEM #SJN669798: ANT & ROACH KILLER, 17.5 OZ AEROSOL SPRAY, OUTDOOR FRESH,
12/CARTON

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290 P.O. #: 230557 540338 150.10

ITEM #PIL31021: G2 PREMIUM GEL PEN, RETRACTABLE, FINE 0.7 MM, BLUE INK, SMOKE BARREL, 12/PACK

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290 P.O. #: 230557 540338 179.00

ITEM #PIL31022: G2 PREMIUM GEL PEN, RETRACTABLE, FINE 0.7 MM, RED INK, SMOKE BARREL, DOZEN

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290 P.O. #: 230557 540338 150.10

ITEM #PIL31020: G2 PREMIUM GEL PEN, RETRACTABLE, FINE 0.7 MM, BLACK INK, SMOKE BARREL, DOZEN

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290 P.O. #: 230557 540338 87.61

ITEM #SJN668006: WASP & HORNET KILLER, 14 OZ AEROSOL SPRAY

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290 P.O. #: 230557 540338 154.40

ITEM #PAP8410152: POINT GUARD FLAIR FELT TIP POROUS POINT PEN, STICK, MEDIUM 0.7 MM, BLUE INK, BLUE BARREL, DOZEN

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290 P.O. #: 230557 540338 154.40

ITEM #PAP8420152: POINT GUARD FLAIR FELT TIP POROUS POINT PEN, STICK, MEDIUM 0.7 MM, RED INK, RED BARREL, DOZEN

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290 P.O. #: 230557 540338 154.40

ITEM #PAP8430152: POINT GUARD FLAIR FELT TIP POROUS POINT PEN, STICK, MEDIUM 0.7 MM, BLACK INK, BLACK BARREL, DOZEN

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290 P.O. #: 230557 540338 11.56

ITEM #BICGSM609BE: ROUND STIC XTRA LIFE BALLPOINT PEN VALUE PACK, STICK, MEDIUM 1 MM, BLUE INK, TRANSLUCENT BLUE BARREL, 60/BOX

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290 P.O. #: 230557 540338 17.10

ITEM #BICGSM11RD: ROUND STIC XTRA LIFE BALLPOINT PEN, STICK, MEDIUM 1 MM, RED INK, TRANSLUCENT RED BARREL, DOZEN

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290 P.O. #: 230557 540338 11.92

ITEM #BICGSM609BK: ROUND STIC XTRA LIFE BALLPOINT PEN VALUE PACK, STICK, MEDIUM 1 MM, BLACK INK, SMOKE BARREL, 60/BOX

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290 P.O. #: 230557 540338 341.00

ITEM #MMM680SH12: ARROW MESSAGE " PAGE FLAGS, SIGN HERE, YELLOW, 50 FLAGS/DISPENSER, 12 DISPENSERS/PACK

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290 P.O. #: 230557 540338 68.67

ITEM #CLO30966CT: CONCENTRATED GERMICIDAL BLEACH, REGULAR, 121 OZ BOTTLE, 3/CARTON

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290 P.O. #: 230557 540338 31.45

ITEM #UNV72220: PAPER CLIPS, JUMBO, SMOOTH, SILVER, 100 CLIPS/BOX, 10 BOXES/PACK

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290 P.O. #: 230557 540338 75.78

ITEM #UNV72210CT: PAPER CLIPS, #1, SMOOTH, SILVER, 100 CLIPS/PACK, 12 PACKS/CARTON

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290 P.O. #: 230557 540338 80.80

ITEM #SJN322338: AMMONIA-D GLASS CLEANER, FRESH, 32 OZ SPRAY BOTTLE, 8/CARTON

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290 P.O. #: 230557 540338 18.43

ITEM #CLO30208PK: DISINFECTING WIPES, 7 X 8, FRESH SCENT/CITRUS BLEND, 75/CANISTER, 3/PACK

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290 P.O. #: 230557 540338 43.53

ITEM #UNV20952PK: ECONOMY ROUND RING VIEW BINDER, 3 RINGS, 0.5" CAPACITY, 11 X 8.5, WHITE, 6/PACK

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290 P.O. #: 230557 540338 39.42

ITEM #UNV20962PK: ECONOMY ROUND RING VIEW BINDER, 3 RINGS, 1" CAPACITY, 11 X 8.5, WHITE, 6/PACK

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290 P.O. #: 230557 540338 62.10

ITEM #UNV20972PK: ECONOMY ROUND RING VIEW BINDER, 3 RINGS, 1.5" CAPACITY, 11 X 8.5, WHITE, 6/PACK

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290 P.O. #: 230557 540338 66.60

ITEM #UNV20982PK: ECONOMY ROUND RING VIEW BINDER, 3 RINGS, 2" CAPACITY, 11 X 8.5, WHITE, 6/PACK

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290 P.O. #: 230557 540338 89.79

ITEM #UNV20992PK: ECONOMY ROUND RING VIEW BINDER, 3 RINGS, 3" CAPACITY, 11 X 8.5, WHITE, 6/PACK

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290 P.O. #: 230557 540338 350.65

ITEM #GOJ539202CT: ADVANCED TFX REFILL INSTANT FOAM HAND SANITIZER, 1,200 ML, UNSCENTED, 2/CARTON

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290 P.O. #: 230557 540338 111.72

ITEM #AVE5366: PERMANENT TRUEBLOCK FILE FOLDER LABELS WITH SURE FEED TECHNOLOGY, 0.66 X 3.44, WHITE, 30/SHEET, 50 SHEETS/BOX

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290 P.O. #: 230557 540338 244.08

ITEM #AVE5960: EASY PEEL WHITE ADDRESS LABELS W/ SURE FEED TECHNOLOGY, LASER PRINTERS, 1 X 2.63, WHITE, 30/SHEET, 250 SHEETS/PACK

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290 P.O. #: 230557 540338 157.04

ITEM #MMM8106PK: MAGIC TAPE REFILL, 1" CORE, 0.75" X 36YDS, CLEAR, 6/PACK

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290 P.O. #: 230557 540338 57.98

ITEM #SAN2083007: CHISEL TIP PERMANENT MARKER, BROAD CHISEL TIP, BLACK, 36/PACK

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290	P.O. #: 230557	540338	54.46
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ITEM #SAN1884739: FINE TIP PERMANENT MARKER VALUE PACK, FINE BULLET TIP, BLACK, 36/PACK

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290	P.O. #: 230557	540338	55.76
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ITEM #SAN2082960: ULTRA FINE TIP PERMANENT PARKER, ULTRA-FINE BULLET TIP, BLACK, 36/PACK

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290	P.O. #: 230557	540338	54.46
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ITEM #SAN1920937: FINE TIP PERMANENT MARKER VALUE PACK, FINE BULLET TIP, RED, 36/PACK

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290	P.O. #: 230557	540338	49.90
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ITEM #SAN37002: ULTRA FINE TIP PERMANENT MARKER, EXTRA-FINE NEEDLE TIP, RED, DOZEN

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290	P.O. #: 230557	540338	91.68
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ITEM #MMMR33018AUCP: ORIGINAL POP-UP REFILL CABINET PACK, 3" X 3", FLORAL FANTASY COLLECTION COLORS, 100 SHEETS/PAD, 18 PADS/PACK

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290	P.O. #: 230557	540338	120.00
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ITEM #MMM65418BRCP: ORIGINAL PADS IN FLORAL FANTASY COLLECTION COLORS, CABINET PACK, 3" X 3", 100 SHEETS/PAD, 18 PADS/PACK

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290	P.O. #: 230557	540338	653.60
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ITEM #APWBE650G1: BE650G1 BACK-UPS ES 650 BATTERY BACKUP SYSTEM, 8 OUTLETS, 650VA, 340 J

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290	P.O. #: 230557	540338	36.68
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ITEM #SAN81045: LOW-ODOR DRY-ERASE MARKER, BROAD CHISEL TIP, ASSORTED COLORS, 16/SET

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290	P.O. #: 230557	540338	13.55
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ITEM #UNV43661: DRY ERASE SPRAY CLEANER, 8 OZ SPRAY BOTTLE

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290	P.O. #: 230557	540338	47.53
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ITEM #PGC01301: ULTRA LIQUID DISH DETERGENT, DAWN ORIGINAL, 38 OZ BOTTLE, 8/CARTON

GULF COAST BUSINESS SUPPLY CO

Invoice #: 343290	P.O. #: 230557	540338	180.40
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ITEM #VER49189: STORE-N-GO V3 USB 3.0 DRIVE, 128 GB, BLACK/GRAY

CHANCELLOR SUPPLY, INC

Invoice #: 343580	P.O. #: MANUAL	541093	3.77
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FASTENAL

Invoice #: 343581	P.O. #: MANUAL	541094	164.34
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LOWES OF GULFPORT MS 466

Invoice #: 343585

P.O. #: MANUAL

541098

5.02

613700 CHEMICALS**5,510.69****DPC ENTERPRISES LP**

Invoice #: 343256

P.O. #: 230476

540304

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 #: 343257

P.O. #: 230476

540305

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 #: 343258

P.O. #: 230476

540306

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 #: 343259

P.O. #: 230476

540307

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 #: 343260

P.O. #: 230476

540308

256.31

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 #: 343261

P.O. #: 230476

540309

768.93

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 #: 343262

P.O. #: 230476

540310

640.78

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 #: 343263

P.O. #: 230476

540311

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)

DPC ENTERPRISES LP

Invoice #: 343264

P.O. #: 230476

540312

256.31

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 #: 343265

P.O. #: 230476

540313

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 #: 343266

P.O. #: 230476

540314

256.31

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 #: 343267

P.O. #: 230476

540315

256.31

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**7,913.25**

BAYOU CONCRETE, LLC

Invoice #: 343268

P.O. #: 230475

540316

802.50

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 #: 343269

P.O. #: 230475

540317

420.00

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 #: 343270

P.O. #: 230475

540318

603.00

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 #: 343271

P.O. #: 230475

540319

1,040.00

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 #: 343272

P.O. #: 230475

540320

623.75

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 #: 343273

P.O. #: 230475

540321

591.00

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 #: 343274

P.O. #: 230475

540322

352.50

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 #: 343275

P.O. #: 230475

540323

637.50

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 #: 343276

P.O. #: 230475

540324

1,535.00

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 #: 343277

P.O. #: 230475

540325

288.00

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 #: 343279

P.O. #: 230475

540327

1,020.00

BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS NEEDED - EST PERIOD: NOV 2022 - SEPT 2023

616400 WATERWELL SUPPLIES**1,717.75****COAST CHLORINATOR CO****Invoice #:** 343007 **P.O. #:** 230656 540055 1,542.75

PARTS TO REPLINISH REPAIR STOCK -- ITEM #HP20E3-02: 1HP BOOSTER PUMP

COAST CHLORINATOR CO**Invoice #:** 343007 **P.O. #:** 230656 540055 175.00

ITEM #U-892: DIFFUSER

616700 WATERLINE SUPPLIES**12,288.44****CENTRAL PIPE SUPPLY INC****Invoice #:** 343223 **P.O. #:** 230459 540271 105.90

RESTOCK INVENTORY -- ITEM #10964: 2" ELBOW, 45 DEGREE, SW, SCH80

CENTRAL PIPE SUPPLY INC**Invoice #:** 343223 **P.O. #:** 230459 540271 179.30

ITEM #10990: 2" TEE, FPT, SCH80

CENTRAL PIPE SUPPLY INC**Invoice #:** 343223 **P.O. #:** 230459 540271 107.20

ITEM #10552: 1" COUPLING, FPT, SCH80

CENTRAL PIPE SUPPLY INC**Invoice #:** 343223 **P.O. #:** 230459 540271 115.60

ITEM #10460: 1" X 3/4" BUSHING, SW-FPT, SCH80

CENTRAL PIPE SUPPLY INC**Invoice #:** 343223 **P.O. #:** 230459 540271 109.00

ITEM #10598: 3/4" 90 DEGREE, SCH80

SOUTHERN PIPE & SUPPLY CO**Invoice #:** 343227 **P.O. #:** 230457 540275 9.86

2" GALV. ELBOW, 90 DEGREE, FPT

SOUTHERN PIPE & SUPPLY CO**Invoice #:** 343228 **P.O. #:** 230457 540276 39.30

RESTOCK INVENTORY -- 1-1/4" X 3/4" GALV. BUSHING, MPT-FPT

SOUTHERN PIPE & SUPPLY CO**Invoice #:** 343228 **P.O. #:** 230457 540276 145.20

2" GALV. TEE, FPT

SOUTHERN PIPE & SUPPLY CO**Invoice #:** 343228 **P.O. #:** 230457 540276 39.44

2" GALV. ELBOW, 90 DEGREE, FPT

SOUTHERN PIPE & SUPPLY CO**Invoice #:** 343228 **P.O. #:** 230457 540276 150.30

1" GALV. DRESSER COUPLING

SOUTHERN PIPE & SUPPLY CO

Invoice #: 343228	P.O. #: 230457	540276	207.20
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1" GALV. NIPPLE, 6"L

SOUTHERN PIPE & SUPPLY CO

Invoice #: 343228	P.O. #: 230457	540276	43.80
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1" GALV. UNION FPT

SOUTHERN PIPE & SUPPLY CO

Invoice #: 343229	P.O. #: 230592	540277	1,565.20
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AS PER BID GROUP J1 APPROVED BY COUNCIL 12/21/21 ***VENDORS CANNOT HONOR BID
PRICING, SO QUOTES REQUESTED - SEE ATTACHED -- 6" RETAINER, MJ

SOUTHERN PIPE & SUPPLY CO

Invoice #: 343229	P.O. #: 230592	540277	674.45
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6" MJ ACCES KIT

SOUTHERN PIPE & SUPPLY CO

Invoice #: 343229	P.O. #: 230592	540277	1,483.65
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8" RETAINER, J

SOUTHERN PIPE & SUPPLY CO

Invoice #: 343229	P.O. #: 230592	540277	758.45
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8" MJ ACCES KIT

FERGUSON US HOLDINGS, INC.

Invoice #: 343230	P.O. #: 230303	540278	1,314.00
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ITEM #CCRM307208: 72 F/GLS UTIL MARKER, WATER BLUE

FERGUSON US HOLDINGS, INC.

Invoice #: 343231	P.O. #: 227270	540279	481.60
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LINES 2-4 AS PER BID GROUP J1 APPROVED BY COUNCIL 12/21/21 -- RESTOCK INVENTORY --
4" X 1"CC SERVICE SADDLE OD RANGE 4.40-4.80

FERGUSON US HOLDINGS, INC.

Invoice #: 343231	P.O. #: 227270	540279	541.40
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6" X 1"CC SERVICE SADDLE OD RANGE 6.84-7.60

FERGUSON US HOLDINGS, INC.

Invoice #: 343231	P.O. #: 227270	540279	843.60
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8" X 2" IPT SERVICE SADDLE OD RANGE 7.69-9.05

CONSOLIDATED PIPE CO

Invoice #: 343234	P.O. #: 230454	540282	1,425.00
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AS PER BID GROUP J1 APPROVED BY COUNCIL 12/21/21 -- RESTOCK INVENTORY -- SECTION
I, ITEM 3: 1 1/2" MUNICIPAL TUBING (100'/ROLL)

CONSOLIDATED PIPE CO

Invoice #: 343235	P.O. #: 230444	540283	350.00
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AS PER BID GROUP J1 APPROVED BY COUNCIL 12/21/21 -- RESTOCK INVENTORY -- SECTION
I, ITEM 1: 3/4" MUNICIPAL TUBING (100'/ROLL)

CONSOLIDATED PIPE CO

Invoice #: 343235	P.O. #: 230444	540283	1,040.00
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SECTION I, ITEM 2: 1" MUNICIPAL TUBING (100'/ROLL)

FERGUSON US HOLDINGS, INC.

Invoice #: 343255	P.O. #: 230512	540303	44.49
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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)

SOUTHERN WATERWORKS SUPPLY, INC.

Invoice #: 343281	P.O. #: 230549	540329	105.00
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SECTION XIII, 3", ITEM 3: 1-1/4" X 3" REPAIR CLAMP

SOUTHERN WATERWORKS SUPPLY, INC.

Invoice #: 343281	P.O. #: 230549	540329	252.00
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SECTION XIII, 3", ITEM 4: 1-1/2" X 3" REPAIR CLAMP

SOUTHERN WATERWORKS SUPPLY, INC.

Invoice #: 343281	P.O. #: 230549	540329	157.50
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SECTION XIII, 6", ITEM 4: 1-1/2" X 6" REPAIR CLAMP

620900	CONTRACTUAL FEES	2,119.03
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WASTE PRO OF MISSISSIPPI

Invoice #: 342965	P.O. #: MANUAL	540011	292.74
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NEXTRAQ LLC

Invoice #: 343236	P.O. #: 230432	540284	877.25
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BLANKET PO FOR VEHICLE TRACKING SERVICES FOR FY 2023 (OCT 2022 - SEPT 2023)

MICRO METHODS INC

Invoice #: 343254	P.O. #: 230504	540302	120.00
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BLANKET PO FOR TESTING OF WATER SAMPLES TO BE USED DURING THE MONTHS OF NOV
2022 - JAN 2023 (EST)

NEWEDGE SERVICES LLC

Invoice #: 343357	P.O. #: 230696	540408	416.75
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AS PER MASTER SERVICES AGREEMENT APPROVED BY COUNCIL 12/21/2021 (3 YR TERM:
1/6/22-1/5/25) -- CITYWORKS MONTHLY HOSTING CHARGES FOR FYE 2023 (DECEMBER 2022 -
SEPTEMBER 2023)

COASTAL DUST CONTROL

Invoice #: 343578	P.O. #: MANUAL	541091	118.42
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COASTAL DUST CONTROL

Invoice #: 343579	P.O. #: MANUAL	541092	118.42
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NEXTRAQ LLC

Invoice #: 343584	P.O. #: MANUAL	541097	175.45
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621800	PRIVATIZATION CONTRACT	234,353.60
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H2O INNOVATION OPERATION AND MAINTENANCE

Invoice #: 342954

P.O. #: 230511

540000

234,353.60

SERVICES CONTRACT FOR WATER ANDSEWER AND I&I CREW MAINTENANCE AND
OPERATIONS FOR FY 2023 (NOV22-SEPT23)

626001 TELEPHONE**4,135.06**

A T & T

Invoice #: 342878

P.O. #: MANUAL

539922

44.16

AT&T MOBILITY II LLC

Invoice #: 342945

P.O. #: MANUAL

539990

159.81

A T & T

Invoice #: 343291

P.O. #: MANUAL

540339

416.29

CUSTOM CALL CENTER LLC

Invoice #: 343583

P.O. #: MANUAL

541096

3,514.80

626002 ELECTRIC**17,475.72**

COAST ELECTRIC POWER ASSOC

Invoice #: 343488

P.O. #: MANUAL

540639

2,251.95

COAST ELECTRIC POWER ASSOC

Invoice #: 343490

P.O. #: MANUAL

540641

80.38

COAST ELECTRIC POWER ASSOC

Invoice #: 343491

P.O. #: MANUAL

540642

49.44

COAST ELECTRIC POWER ASSOC

Invoice #: 343492

P.O. #: MANUAL

540643

49.25

COAST ELECTRIC POWER ASSOC

Invoice #: 343499

P.O. #: MANUAL

540650

2,964.89

MS POWER COMPANY

Invoice #: 343562

P.O. #: MANUAL

541075

12,079.81

626003 WATER**132.20**

CITY OF GULFPORT			
Invoice #:	343431	P.O. #:	MANUAL 540582 5.80
CITY OF GULFPORT			
Invoice #:	343432	P.O. #:	MANUAL 540583 5.80
CITY OF GULFPORT			
Invoice #:	343443	P.O. #:	MANUAL 540594 44.80
CITY OF GULFPORT			
Invoice #:	343456	P.O. #:	MANUAL 540607 5.80
CITY OF GULFPORT			
Invoice #:	343458	P.O. #:	MANUAL 540609 70.00
626700	RENTAL		67.76
WASTE PRO OF MISSISSIPPI			
Invoice #:	342965	P.O. #:	MANUAL 540011 67.76
627200	TRASH PICK-UP		282.26
WASTE MANAGEMENT OF MS			
Invoice #:	342966	P.O. #:	MANUAL 540012 282.26
825	Sewer Operations and Maintenance		280,842.00
602500	LIFE INSURANCE		8.00
THE LINCOLN NATIONAL LIFE INSURANCE COMPANY			
Invoice #:	342849	P.O. #:	MANUAL 539893 8.00
615800	LIFT STATION SUPPLIES		31,854.00
BENVENUTTI ELECTRICAL APPARATUS			
Invoice #:	343002	P.O. #:	230613 540049 164.00
FOR HALSEL LIFT STATION -- 40 AMP BREAKERS			

BAY MOTOR WINDING INC

Invoice #: 343004	P.O. #: 227871	540052	22,849.00
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AS PER BIDS RECEIVED 3/14/2022 -- FOR JONES PARK LIFT STATION -- COMPLETE REBUILD
OF 101 HP, 1800 RPM, 460 RPM, 130 AMP, 460 VOLTS, 3 PHASE HIDROSTAL PUMP

MISSION COMMUNICATIONS

Invoice #: 343582	P.O. #: MANUAL	541095	8,841.00
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616100	SEWERLINE SUPPLIES	1,358.49
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FERGUSON US HOLDINGS, INC.

Invoice #: 343230	P.O. #: 230303	540278	1,314.00
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RESTOCK INVENTORY - ITEM #CCRM307207: 72 F/GLS UTIL MARKER, SEWER GREEN

FERGUSON US HOLDINGS, INC.

Invoice #: 343255	P.O. #: 230512	540303	44.49
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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	4,394.00
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NEXTRAQ LLC

Invoice #: 343236	P.O. #: 230432	540284	877.25
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BLANKET PO FOR VEHICLE TRACKING SERVICES FOR FY 2023 (OCT 2022 - SEPT 2023)

ISI WATER COMPANY

Invoice #: 343292	P.O. #: 230433	540340	3,100.00
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AS PER CONTRACT APPROVED BY COUNCIL 11/2/2010 (LATEST AMENDMENT APPROVED
8/5/20) - SEWER USAGE MONITORING AT NCBC (MONTHLY CHARGES FOR FY 2023)

NEWEDGE SERVICES LLC

Invoice #: 343357	P.O. #: 230696	540408	416.75
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AS PER MASTER SERVICES AGREEMENT APPROVED BY COUNCIL 12/21/2021 (3 YR TERM:
1/6/22-1/5/25) -- CITYWORKS MONTHLY HOSTING CHARGES FOR FYE 2023 (DECEMBER 2022 -
SEPTEMBER 2023)

621800	PRIVATIZATION CONTRACT	234,353.59
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H2O INNOVATION OPERATION AND MAINTENANCE

Invoice #: 342954	P.O. #: 230511	540000	234,353.59
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SERVICES CONTRACT FOR WATER ANDSEWER AND I&I CREW MAINTENANCE AND
OPERATIONS FOR FY 2023 (NOV22-SEPT23)

626001	TELEPHONE	62.33
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A T & T

Invoice #: 342878	P.O. #: MANUAL	539922	4.01
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CELLULAR SOUTH, INC

Invoice #: 343212	P.O. #: MANUAL	540260	47.55
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A T & T

Invoice #: 343291

P.O. #: MANUAL

540339

10.77

626002 ELECTRIC

8,811.59

COAST ELECTRIC POWER ASSOC

Invoice #: 343484

P.O. #: MANUAL

540635

1,412.91

COAST ELECTRIC POWER ASSOC

Invoice #: 343485

P.O. #: MANUAL

540636

66.79

COAST ELECTRIC POWER ASSOC

Invoice #: 343486

P.O. #: MANUAL

540637

89.92

COAST ELECTRIC POWER ASSOC

Invoice #: 343487

P.O. #: MANUAL

540638

63.80

COAST ELECTRIC POWER ASSOC

Invoice #: 343489

P.O. #: MANUAL

540640

138.61

COAST ELECTRIC POWER ASSOC

Invoice #: 343493

P.O. #: MANUAL

540644

70.24

COAST ELECTRIC POWER ASSOC

Invoice #: 343494

P.O. #: MANUAL

540645

49.75

COAST ELECTRIC POWER ASSOC

Invoice #: 343495

P.O. #: MANUAL

540646

59.90

COAST ELECTRIC POWER ASSOC

Invoice #: 343496

P.O. #: MANUAL

540647

100.66

COAST ELECTRIC POWER ASSOC

Invoice #: 343497

P.O. #: MANUAL

540648

176.26

COAST ELECTRIC POWER ASSOC

Invoice #: 343498

P.O. #: MANUAL

540649

53.44

COAST ELECTRIC POWER ASSOC

Invoice #: 343500

P.O. #: MANUAL

540651

55.41

COAST ELECTRIC POWER ASSOC

Invoice #: 343501

P.O. #: MANUAL

540652

53.65

COAST ELECTRIC POWER ASSOC

Invoice #: 343502

P.O. #: MANUAL

540653

68.46

COAST ELECTRIC POWER ASSOC

Invoice #: 343503

P.O. #: MANUAL

540654

61.26

MS POWER COMPANY

Invoice #: 343561

P.O. #: MANUAL

541074

76.15

MS POWER COMPANY

Invoice #: 343662

P.O. #: MANUAL

541178

6,214.38

850 Water and Sewer Projects**55,045.99****621800 PRIVATIZATION CONTRACT****47,500.00**

H2O INNOVATION OPERATION AND MAINTENANCE

Invoice #: 342952

P.O. #: 230511

539998

47,500.00

SERVICES CONTRACT FOR SOLID WASTE MAINTENANCE AND OPERATIONS FOR FY
2023(NOV22-SEPT23)**627100 SOLID WASTE DISPOSAL****7,545.99**

WASTE MANAGEMENT OF MS

Invoice #: 342967

P.O. #: MANUAL

540013

2,629.59

WASTE MANAGEMENT OF MS

Invoice #: 342968

P.O. #: MANUAL

540015

1,988.85

WASTE PRO OF MISSISSIPPI

Invoice #: 343573

P.O. #: MANUAL

541086

2,927.55

911 Employees' Group Health and Life Fund**1,420.00**

622100	PROFESSIONAL FEES	1,420.00
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HEALTHCARE INTERACTIVE, INC

Invoice #:	342844	P.O. #:	MANUAL	539888	1,420.00
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915	General Liability\ Worker's Comp Fund	7,233.15
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629300	INSURANCE PREMIUMS	7,233.15
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BXS INSURANCE, INC

Invoice #:	342859	P.O. #:	MANUAL	539903	50.00
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BXS INSURANCE, INC

Invoice #:	342860	P.O. #:	MANUAL	539904	50.00
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BXS INSURANCE, INC

Invoice #:	343618	P.O. #:	MANUAL	541131	7,133.15
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Grand Total	1,856,911.45
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Voucher #:



CITY OF GULFPORT

Docket Sorted By Vendor

Docket Date: 12/21/2022



Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
A T & T					
539922	811 - 626001 -		4.01	342878	MANUAL
539922	825 - 626001 -		4.01	342878	MANUAL
539922	115 - 626001 -		8.03	342878	MANUAL
539922	146 - 626001 -		8.03	342878	MANUAL
539922	315 - 626001 -		8.03	342878	MANUAL
539922	335 - 626001 -		8.03	342878	MANUAL
539922	111 - 626001 -		12.04	342878	MANUAL
539922	150 - 626001 -		12.04	342878	MANUAL
539922	325 - 626001 -		20.07	342878	MANUAL
539922	411 - 626001 -		20.07	342878	MANUAL
539922	135 - 626001 -		36.13	342878	MANUAL
539922	290 - 626001 -		40.15	342878	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
539922	815 - 626001 -		44.16	342878	MANUAL
539922	611 - 626001 -		60.21	342878	MANUAL
539922	125 - 626001 -		100.36	342878	MANUAL
539922	145 - 626001 -		104.38	342878	MANUAL
539922	213 - 626001 -		337.25	342878	MANUAL
539923	145 - 626001 -		861.48	342879	MANUAL
539924	213 - 626001 -		35.91	342880	MANUAL
540339	825 - 626001 -		10.77	343291	MANUAL
540339	144 - 626001 -		12.79	343291	MANUAL
540339	335 - 626001 -		19.04	343291	MANUAL
540339	325 - 626001 -		24.73	343291	MANUAL
540339	115 - 626001 -		34.30	343291	MANUAL
540339	111 - 626001 -		40.00	343291	MANUAL
540339	135 - 626001 -		40.87	343291	MANUAL
540339	146 - 626001 -		64.80	343291	MANUAL
540339	315 - 626001 -		160.10	343291	MANUAL
540339	125 - 626001 -		231.09	343291	MANUAL
540339	611 - 626001 -		287.71	343291	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
540339	811 - 626001 -		315.42	343291	MANUAL
540339	815 - 626001 -		416.29	343291	MANUAL
540339	445 - 626001 -		593.62	343291	MANUAL
540339	290 - 626001 -		813.75	343291	MANUAL
540339	145 - 626001 -		1,232.91	343291	MANUAL
540339	213 - 626001 -		1,680.35	343291	MANUAL
540339	411 - 626001 -		2,110.44	343291	MANUAL
540344	213 - 626001 -		40.46	343296	MANUAL
540344	811 - 626001 -		40.46	343296	MANUAL
540344	411 - 626001 - 41139		80.91	343296	MANUAL
540344	411 - 626001 - 41138		236.57	343296	MANUAL
540344	411 - 626001 - 41136		416.68	343296	MANUAL
541154	213 - 626001 -		214.61	343640	MANUAL
# of Claims			43	Vendor Payment Total	10,843.06
AARON RODRICK LEE					
540407	447 - 620900 -		4,599.00	343356	230514
SOUND SYSTEM 3/2 ARRAY STACKED WITH MINI MIXER AND ALL CABLES FOR SYSTEM FUNCTION FOR HARBOR LIGHTS SHOW					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	1	Vendor Payment Total	4,599.00	
ACE DATA STORAGE COMPANY INC					
539995	145 - 620700 -		24.00	342949	230677
CITY HALL					
539996	145 - 620900 -		16.00	342950	230677
HARDY BUILDING					
539996	611 - 620900 -		16.00	342950	230677
HARDY BUILDING					
539996	811 - 620900 -		16.00	342950	230677
HARDY BUILDING					
539997	125 - 620900 -		120.00	342951	230677
CITY COURT					
	# of Claims	5	Vendor Payment Total	192.00	
AIR CONTROL INDUSTRIES INC					
540031	213 - 615200 -		897.00	342984	MANUAL
	# of Claims	1	Vendor Payment Total	897.00	
AIRGAS INC					
539966	411 - 610700 -		231.98	342922	MANUAL
	# of Claims	1	Vendor Payment Total	231.98	
ALL PHASE ELECTRIC SUPPLY CO INC					
540005	290 - 610700 -		54.30	342959	230028
M400/U/ED37 LIGHTS NOT PAID UNDER PO 226541					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	1	Vendor Payment Total	54.30	
ALL SAFE TECHNOLOGIES LLC					
541159	445 - 626003 -		104.90	343644	MANUAL
541160	411 - 620900 -		63.90	343645	MANUAL
541161	145 - 620900 -		104.90	343646	MANUAL
541162	411 - 620900 -		69.95	343647	MANUAL
541163	145 - 620900 -		103.90	343648	MANUAL
541164	155 - 626003 -		19.98	343649	MANUAL
541165	411 - 626003 -		39.95	343650	MANUAL
541166	411 - 620900 -		48.45	343651	MANUAL
541167	411 - 620900 -		34.95	343652	MANUAL
541168	145 - 620900 -		34.95	343653	MANUAL
541169	145 - 620900 -		34.95	343654	MANUAL
	# of Claims	11	Vendor Payment Total	660.78	
ALLISTONS					
539929	411 - 613100 -		561.38	342885	MANUAL
539930	411 - 613100 -		525.44	342886	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
539931	411 - 613100 -		532.75	342887	MANUAL
539932	411 - 613100 -		595.45	342888	MANUAL
539939	447 - 620900 -		699.65	342895	230534
OPEN P/O FOR UNIFORMS FOR HARBOR LIGHTS					
539955	411 - 612500 -		17.99	342911	230133
UNIFORM LONG SLEEVED SHIRT FOR OFFICE MANAGER SIZE M					
539955	411 - 612500 -		35.98	342911	230133
UNIFORM LONG-SLEEVED SHIRT FOR OFFICE MANAGER SIZE M					
539955	411 - 612500 -		37.98	342911	230133
UNIFORM 3/4 SLEEVED SHIRT FOR OFFICE MANAGER SIZE M					
539955	411 - 612500 -		69.98	342911	230133
UNIFORM LONG SLEEVED SHIRT FOR DIRECTOR SIZE XL					
# of Claims			9	Vendor Payment Total	3,076.60
ALTON L MCCAFFREY					
540301	815 - 610700 -		284.23	343253	230497
BLANKET PO FOR MISCELLANEOUS OPERATING SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS DURING FY 2023 (EST PERIOD: NOV 2022 - SEPT 2023)					
# of Claims			1	Vendor Payment Total	284.23
AMERICAN MUNICIPAL SERVICES					
539895	010 - 480700 -		3,207.77	342851	MANUAL
541139	811 - 620900 -		458.92	343626	MANUAL
# of Claims			2	Vendor Payment Total	3,666.69
AMILIA TECHNOLOGIES USA INC					
540669	150 - 621700 -		799.00	343518	230388

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
AMILIA MONTHLY SUBSCRIPTION FOR 2022-2023					
# of Claims		1	Vendor Payment Total	799.00	
ANDREW W BARSTOW					
540395	611 - 625500 -		9,900.00	343344	229607
0810N-03-040.000, PATTERSON BARBARA L, LOT CLEAN UP, AWARDED 9-21-22, CC, CASE: 9634					
# of Claims		1	Vendor Payment Total	9,900.00	
ARCCO COMPANY SERVICES, INC					
539858	290 - 612200 -		632.10	342814	230626
GENERATOR PREVENTITIVE MAINTNENCE SERVICE FOR CITY HALL & FIRE STATION 1 INCLUDING TRAVEL TO / FROM SITE					
# of Claims		1	Vendor Payment Total	632.10	
AT&T MOBILITY II LLC					
539990	311 - 626001 -		48.24	342945	MANUAL
539990	213 - 626001 -		52.06	342945	MANUAL
539990	611 - 626001 -		52.06	342945	MANUAL
539990	447 - 626001 -		145.42	342945	MANUAL
539990	815 - 626001 -		159.81	342945	MANUAL
539990	315 - 626001 -		363.44	342945	MANUAL
539990	325 - 626001 -		570.41	342945	MANUAL
539990	313 - 626001 -		1,765.35	342945	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
540004	213 - 626001 -		9,009.74	342958	MANUAL
541145	290 - 610700 - 22016		356.31	343632	MANUAL
541145	290 - 626001 -		1,507.86	343632	MANUAL
541146	147 - 626001 -		49.87	343633	MANUAL
541146	150 - 626001 -		49.87	343633	MANUAL
541146	145 - 626001 -		99.74	343633	MANUAL
# of Claims			14	Vendor Payment Total	14,230.18

AUTO ZONE INC

540350	213 - 611300 -		3,352.12	343302	230343
TRANSMISSION FOR 2012 CHEVY TAHOE 2WD, INCLUDES CORE CHARGE (QUOTE 10/27/22)					
540375	213 - 611300 -		73.50	343324	230124
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
540376	213 - 611300 -		-73.50	343325	230124
540377	213 - 611300 -		35.25	343326	230124
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
540378	213 - 611300 -		312.12	343327	230124
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
540396	213 - 611300 -		361.98	343345	230124
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
540397	213 - 611300 -		190.43	343346	230124
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					

# of Claims	7	Vendor Payment Total	4,251.90
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AUTOMATION PERSONNEL SERVICES, INC.

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
539967	155 - 620900 -		559.13	342923	MANUAL
541132	155 - 620900 -		809.40	343619	MANUAL
# of Claims		2	Vendor Payment Total	1,368.53	
AVS CONSULTING, LLC					
540368	213 - 627900 -		650.00	343317	230200
PSYCHOLOGICAL TESTING OF NEW EMPLOYEE					
# of Claims		1	Vendor Payment Total	650.00	
AWARDS UNLIMITED					
540382	277 - 610700 -		91.00	343331	230198
PLAQUE / MEDAL FOR EMPLOYEE APPRECIATION - DRUG FORFEITED FUNDS					
# of Claims		1	Vendor Payment Total	91.00	
B & H PHOTO - VIDEO					
540351	213 - 610700 -		9.71	343303	230553
ITEM# RUMCBNMUB / RUGGARD NYLON PROTECTIVE POUCH FOR MEMORY CARDS					
540351	213 - 610700 -		11.84	343303	230553
ITEM# ST12AAORG / STORACELL 12 AA PACK BATTERY CADDY (ORANGE) - QUOTE 1089009963					
540351	213 - 610700 -		16.30	343303	230553
ITEM# SA32GBU4SDHC / SANDISK 32GB ULTRA UHS-1 SDHC MEMORY CARD					
540351	213 - 610700 -		74.84	343303	230553
ITEM# COSPRO2 / CONTOUR DESIGN SHUTTLEPRO V2 - NLE MULTIMEDIA CONTROLLER (BLACK)					
540351	213 - 610700 -		407.97	343303	230553
ITEM# COSXB / CONTOUR DESIGN SHUTTLE-XPRESS NLE MULTIMEDIA CONTROLLER (BLACK)					
540351	213 - 610700 -		515.84	343303	230553
ITEM# VEBDR6X50 / VERBATIM BD-R BLU-RAY DL 50GB 6X WITH BRANDED SURFACE DISK					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	6	Vendor Payment Total	1,036.50	
BAY MOTOR WINDING INC					
540052	825 - 615800 -		22,849.00	343004	227871
AS PER BIDS RECEIVED 3/14/2022 -- FOR JONES PARK LIFT STATION -- COMPLETE REBUILD OF 101 HP, 1800 RPM, 460 RPM, 130 AMP, 460 VOLTS, 3 PHASE HIDROSTAL PUMP					
	# of Claims	1	Vendor Payment Total	22,849.00	
BAYOU CONCRETE, LLC					
540316	815 - 614300 -		802.50	343268	230475
BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS NEEDED - EST PERIOD: NOV 2022 - SEPT 2023					
540317	815 - 614300 -		420.00	343269	230475
BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS NEEDED - EST PERIOD: NOV 2022 - SEPT 2023					
540318	815 - 614300 -		603.00	343270	230475
BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS NEEDED - EST PERIOD: NOV 2022 - SEPT 2023					
540319	815 - 614300 -		1,040.00	343271	230475
BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS NEEDED - EST PERIOD: NOV 2022 - SEPT 2023					
540320	815 - 614300 -		623.75	343272	230475
BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS NEEDED - EST PERIOD: NOV 2022 - SEPT 2023					
540321	815 - 614300 -		591.00	343273	230475
BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS NEEDED - EST PERIOD: NOV 2022 - SEPT 2023					
540322	815 - 614300 -		352.50	343274	230475
BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS NEEDED - EST PERIOD: NOV 2022 - SEPT 2023					
540323	815 - 614300 -		637.50	343275	230475
BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS NEEDED - EST PERIOD: NOV 2022 - SEPT 2023					
540324	815 - 614300 -		1,535.00	343276	230475

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS NEEDED - EST PERIOD: NOV 2022 - SEPT 2023					
540325	815 - 614300 -		288.00	343277	230475
BLANKET PO FOR FY 2023 FOR CONCRETE W FIBER TO BE DELIVERED TO JOB SITES AS NEEDED - EST PERIOD: NOV 2022 - SEPT 2023					
540327	815 - 614300 -		1,020.00	343279	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		11	Vendor Payment Total	7,913.25	
BEN NELSON GOLF AND UTILITY VEHICLES					
539911	148 - 627800 -		100.00	342867	230076
TENTAL TRANSPOR MS RENTAL TRANSPOTATION					
539911	148 - 627800 -		175.00	342867	230076
RENTAL 60 MC RENTALS DEPT 60, REMARK RE 6 PASSENGER GAS					
# of Claims		2	Vendor Payment Total	275.00	
BENVENUTTI ELECTRICAL APPARATUS					
540049	825 - 615800 -		164.00	343002	230613
FOR HALSEL LIFT STATION -- 40 AMP BREAKERS					
# of Claims		1	Vendor Payment Total	164.00	
BLOSSMAN GAS INC					
539938	447 - 610700 -		225.00	342894	230173
PROPANE FOR HARBOR LIGHTS WAREHOUSE					
# of Claims		1	Vendor Payment Total	225.00	
BONDS SERVICES, INC					
540058	313 - 620900 -		750.00	343010	230582
CARPET CLEANING AT 4050 HEWES AVENUE, UPSTAIRS AND DOWNSTAIRS - STEAM CLEAN					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	1	Vendor Payment Total	750.00	
BOOT OUTLET LLC					
540054	313 - 612500 -		174.95	343006	230660
BOOTS FOR AARON JAMES -- ITEM @WK4331, SIZE 12 EE JUSTIN					
540365	213 - 612500 -		139.95	343314	230396
ITEM# 026078 / TIMBERLAND WORK BOOTS 11M					
	# of Claims	2	Vendor Payment Total	314.90	
BRIAN J LORD					
539959	290 - 626900 -		528.00	342915	MANUAL
	# of Claims	1	Vendor Payment Total	528.00	
BXS INSURANCE, INC					
539903	915 - 629300 -		50.00	342859	MANUAL
539904	915 - 629300 -		50.00	342860	MANUAL
541131	915 - 629300 -		7,133.15	343618	MANUAL
	# of Claims	3	Vendor Payment Total	7,233.15	
CABLE ONE					
541124	411 - 620900 -		78.97	343611	MANUAL
541125	411 - 620900 -		55.00	343612	MANUAL
541126	145 - 620900 -		177.50	343613	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
541127	411 - 620900 -		445.93	343614	MANUAL
541128	411 - 620900 -		445.93	343615	MANUAL
541129	411 - 620900 -		318.00	343616	MANUAL
# of Claims			6	Vendor Payment Total	1,521.33
CADENCE BANK (FKA BANCORPSOUTH BANK)					
539850	411 - 620900 -		5,753.81	342806	230094
YEAR 5 OF 5 YEAR LEASE, AS APPROVED BY CITY COUNCIL ON 11/2/2018, JOHN DEERE TRACTORS & Sportsplex Marquee					
# of Claims			1	Vendor Payment Total	5,753.81
CDW LLC					
539854	150 - 610400 -		1,023.42	342810	229352
HP 600GB 12GB SAD 15K RPM SFF HARD DRIVE					
539917	325 - 630400 -		1,410.72	342873	230373
HP WORKSTATION Z2 G9 CORE I7 12700 MFG PART# 6H903UT#ABA					
539918	325 - 630400 -		432.19	342874	230373
NVIDIA T1000 GRAPHICS CARD MFG PART# 4X61J52233					
# of Claims			3	Vendor Payment Total	2,866.33
CELLCO PARTNERSHIP					
540047	811 - 626001 -		987.63	342999	MANUAL
# of Claims			1	Vendor Payment Total	987.63

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
CELLULAR SOUTH, INC					
540260	148 - 626001 -		35.89	343212	MANUAL
540260	155 - 626001 -		35.89	343212	MANUAL
540260	135 - 626001 -		47.55	343212	MANUAL
540260	144 - 626001 -		47.55	343212	MANUAL
540260	825 - 626001 -		47.55	343212	MANUAL
540260	311 - 626001 -		81.88	343212	MANUAL
540260	415 - 626001 -		83.44	343212	MANUAL
540260	125 - 626001 -		95.10	343212	MANUAL
540260	811 - 626001 -		99.32	343212	MANUAL
540260	150 - 626001 -		107.67	343212	MANUAL
540260	445 - 626001 -		119.33	343212	MANUAL
540260	213 - 626001 -		135.21	343212	MANUAL
540260	145 - 626001 -		274.43	343212	MANUAL
540260	611 - 626001 -		274.55	343212	MANUAL
540260	411 - 626001 -		1,160.09	343212	MANUAL
540347	411 - 626001 -		408.21	343299	MANUAL
# of Claims		16	Vendor Payment Total	3,053.66	

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
CENTERPOINT ENERGY RESOURCES CORP					
540019	213 - 626004 -		30.61	342973	MANUAL
540020	213 - 626004 -		115.47	342974	MANUAL
541076	290 - 626004 -		212.86	343563	MANUAL
541077	411 - 626002 -		30.61	343564	MANUAL
541078	145 - 626004 -		170.94	343565	MANUAL
541079	290 - 626004 -		505.19	343566	MANUAL
541080	411 - 626004 -		32.07	343567	MANUAL
541081	411 - 626004 -		68.61	343568	MANUAL
541082	411 - 626002 -		41.84	343569	MANUAL
541083	411 - 626002 -		30.61	343570	MANUAL
	# of Claims	10	Vendor Payment Total	1,238.81	
CENTRAL PIPE SUPPLY INC					
540271	815 - 616700 -		105.90	343223	230459
RESTOCK INVENTORY -- ITEM #10964: 2" ELBOW, 45 DEGREE, SW, SCH80					
540271	815 - 616700 -		107.20	343223	230459
ITEM #10552: 1" COUPLING, FPT, SCH80					
540271	815 - 616700 -		109.00	343223	230459
ITEM #10598: 3/4" 90 DEGREE, SCH80					
540271	815 - 616700 -		115.60	343223	230459
ITEM #10460: 1" X 3/4" BUSHING, SW-FPT, SCH80					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
540271	815 - 616700 -		179.30	343223	230459
ITEM #10990: 2" TEE, FPT, SCH80					
	# of Claims	5	Vendor Payment Total	617.00	
CHANCELLOR SUPPLY, INC					
541093	815 - 610700 -		3.77	343580	MANUAL
	# of Claims	1	Vendor Payment Total	3.77	
CHARLES BODIE					
539921	135 - 620900 -		150.00	342877	230349
AS PER CITY COUNCIL APPROVAL ON 9/20/22 PROFESSIONAL SERVICES TO REVIEW AND REDACT VIDEO EVIDENCE AND OTHER LEGAL AND PROSECUTORIAL SERVICES. NTE \$25,000/YEAR					
	# of Claims	1	Vendor Payment Total	150.00	
CITY OF GULFPORT					
540511	213 - 626003 -		177.70	343360	MANUAL
540512	213 - 626003 -		11.70	343361	MANUAL
540513	411 - 626003 - 41130		130.18	343362	MANUAL
540514	411 - 626003 - 41130		166.10	343363	MANUAL
540515	411 - 626003 -		24.24	343364	MANUAL
540516	411 - 626003 -		166.10	343365	MANUAL
540517	411 - 626003 - 41143		166.10	343366	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
540518	290 - 626003 -		130.18	343367	MANUAL
540519	411 - 626003 -		41.26	343368	MANUAL
540520	411 - 626003 -		166.10	343369	MANUAL
540521	411 - 626003 -		142.98	343370	MANUAL
540522	411 - 626003 -		26.70	343371	MANUAL
540523	411 - 626003 -		26.70	343372	MANUAL
540524	411 - 626003 -		26.70	343373	MANUAL
540525	411 - 626003 -		63.80	343374	MANUAL
540526	411 - 626003 -		32.80	343375	MANUAL
540527	411 - 626003 -		32.80	343376	MANUAL
540528	411 - 626003 -		26.70	343377	MANUAL
540529	411 - 626003 -		85.50	343378	MANUAL
540530	411 - 626003 -		26.70	343379	MANUAL
540531	411 - 626003 -		11.70	343380	MANUAL
540532	411 - 626003 -		11.70	343381	MANUAL
540533	445 - 626003 -		24.24	343382	MANUAL
540534	445 - 626003 -		527.36	343383	MANUAL
540535	445 - 626003 -		39.00	343384	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
540536	445 - 626003 -		45.20	343385	MANUAL
540537	445 - 626003 -		211.30	343386	MANUAL
540538	411 - 626003 -		345.59	343387	MANUAL
540539	145 - 626003 -		166.10	343388	MANUAL
540540	411 - 626003 -		39.00	343389	MANUAL
540541	145 - 626003 -		134.18	343390	MANUAL
540542	411 - 626003 -		219.62	343391	MANUAL
540543	411 - 626003 -		5.80	343392	MANUAL
540544	411 - 626003 -		66.18	343393	MANUAL
540545	411 - 626003 - 41134		113.16	343394	MANUAL
540546	411 - 626003 -		26.70	343395	MANUAL
540547	411 - 626003 -		39.00	343396	MANUAL
540548	411 - 626003 -		24.24	343397	MANUAL
540549	411 - 626003 -		41.26	343398	MANUAL
540550	411 - 626003 -		11.70	343399	MANUAL
540551	411 - 626003 -		45.20	343400	MANUAL
540552	445 - 626003 -		49.16	343401	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
540553	145 - 626003 -		113.16	343402	MANUAL
540554	145 - 626003 -		527.36	343403	MANUAL
540555	290 - 626003 -		273.14	343404	MANUAL
540556	411 - 626003 -		147.50	343405	MANUAL
540557	411 - 626003 -		85.50	343406	MANUAL
540558	411 - 626003 -		39.00	343407	MANUAL
540559	290 - 626003 -		152.72	343408	MANUAL
540560	411 - 626003 - 41135		113.16	343409	MANUAL
540561	145 - 627900 -		5.80	343410	MANUAL
540562	145 - 627900 -		5.80	343411	MANUAL
540563	411 - 626003 -		5.80	343412	MANUAL
540564	411 - 626003 -		23.70	343413	MANUAL
540565	145 - 627900 -		5.80	343414	MANUAL
540566	213 - 626003 -		24.24	343415	MANUAL
540567	213 - 626003 -		60.86	343416	MANUAL
540568	411 - 626003 -		5.80	343417	MANUAL
540569	411 - 626003 -		5.80	343418	MANUAL
540570	411 - 626003 -		5.80	343419	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
540571	411 - 626003 -		5.80	343420	MANUAL
540572	411 - 626003 -		5.80	343421	MANUAL
540573	411 - 626003 -		5.80	343422	MANUAL
540574	290 - 626003 -		66.18	343423	MANUAL
540575	145 - 626003 -		11.70	343424	MANUAL
540576	145 - 626003 -		166.10	343425	MANUAL
540577	411 - 626003 - 41145		130.18	343426	MANUAL
540578	145 - 626003 -		113.16	343427	MANUAL
540579	411 - 626003 -		861.86	343428	MANUAL
540580	145 - 626003 -		24.24	343429	MANUAL
540581	311 - 626003 -		49.16	343430	MANUAL
540582	815 - 626003 -		5.80	343431	MANUAL
540583	815 - 626003 -		5.80	343432	MANUAL
540584	411 - 626003 -		75.36	343433	MANUAL
540585	290 - 626003 -		39.00	343434	MANUAL
540586	311 - 626003 -		39.00	343435	MANUAL
540587	311 - 626003 -		24.24	343436	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
540588	145 - 626003 -		24.24	343437	MANUAL
540589	411 - 626003 -		380.00	343438	MANUAL
540590	290 - 626003 -		183.12	343439	MANUAL
540591	411 - 626003 -		70.00	343440	MANUAL
540592	411 - 626003 -		24.24	343441	MANUAL
540593	290 - 626003 -		130.18	343442	MANUAL
540594	815 - 626003 -		44.80	343443	MANUAL
540595	290 - 626003 -		183.12	343444	MANUAL
540596	411 - 626003 -		39.00	343445	MANUAL
540597	411 - 626003 -		39.00	343446	MANUAL
540598	411 - 626003 -		5.80	343447	MANUAL
540599	411 - 626003 - 41144		49.16	343448	MANUAL
540600	411 - 626003 - 41144		380.00	343449	MANUAL
540601	411 - 626003 -		11.70	343450	MANUAL
540602	411 - 626003 - 41132		39.00	343451	MANUAL
540603	411 - 626003 -		11.70	343452	MANUAL
540604	411 - 626003 -		54.50	343453	MANUAL
540605	411 - 626003 -		113.16	343454	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
540606	290 - 626003 -		130.18	343455	MANUAL
540607	815 - 626003 -		5.80	343456	MANUAL
540608	411 - 626003 -		420.32	343457	MANUAL
540609	815 - 626003 -		70.00	343458	MANUAL
540610	411 - 626003 -		166.10	343459	MANUAL
541133	411 - 626003 -		494.70	343620	MANUAL
541134	125 - 626003 -		9.75	343621	MANUAL
541134	213 - 626003 -		29.25	343621	MANUAL
541135	150 - 626003 -		83.05	343622	MANUAL
541135	155 - 626003 -		83.05	343622	MANUAL
541136	125 - 626003 -		215.47	343623	MANUAL
541136	213 - 626003 -		646.39	343623	MANUAL

# of Claims	107	Vendor Payment Total	11,235.33
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CITYSOURCED, INC

540037	150 - 621700 -		3,819.24	342990	230680
COUNCIL APPROVED 3/2/2021 CS-2008 CUSTOM GEOCODER SUBSCRIPTION					
540037	150 - 621700 -		17,592.90	342990	230680
CS-2003 PLATFORM ENTERPRISE PLUS SUBSCRIPTION					

# of Claims	2	Vendor Payment Total	21,412.14
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Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
CIVICPLUS INC					
539898	115 - 622100 -		1,110.00	342854	MANUAL
	# of Claims	1	Vendor Payment Total	1,110.00	
CKG ADVOCATES LLC					
539919	135 - 620900 - 95629		3,520.80	342875	230593
AS PER CITY COUNCIL APPROVAL ON 9/29/22 PROFESSIONAL SERVICES AGREEMENT TO SERVE AS VICTIMS ADVOCATE FOR VOCA GRANT. TERMS OF SERVICE 10/1/22 - 9/30/23. AGREEMENT AMENDED & APPROVED BY COUNCIL ON 11/8/22. CONTRACTOR TO BE PAID \$20.31/HR. NOT TO EXCEED ORI					
	# of Claims	1	Vendor Payment Total	3,520.80	
CLAYS PRINT SHOP INC					
539937	411 - 613100 -		1,025.00	342893	230604
FLYERS FOR BASEBALL CAMP - 12,000					
540025	611 - 626500 -		215.00	342978	230636
2500 #10 REGULAR WITH CITY OF GULFPORT PO BOX - BLUE INK					
540343	215 - 610700 -		77.00	343295	230596
VEHICLE STICKERS					
540343	215 - 610700 -		110.00	343295	230596
#10 WINDOW ENVELOPES					
540343	215 - 610700 -		290.00	343295	230596
500 EACH SET BUSINESS CARDS					
540664	290 - 626500 -		700.00	343513	230629
FIRE DEPARTMENT CALENDAR POSTERS 28" X 36" FULL COLOR ON 12PT STOCK					
540678	811 - 620900 -		6,080.00	343527	230231
160,000 ONE THIRD PERF SHEETS					
540679	811 - 610700 -		12,618.00	343528	230369
#9-24 REGULAR ENVELOPES WHITE WOVE DIAGONAL SEAM FULL COMMERCIAL GUM FLAPS PRINTED FACE SIDE ONLY MUST BE LITHO REFLEX					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
540679	811 - 610700 -		12,618.00	343528	230369
#10-24 WINDOW ENVELOPES WHITE WOVE DIAGONAL SEAM FULL COMMERCIAL GUM FLAPS PRINTED FACE SIDE ONLY MUST BE LITHO REFLEX BLUE INK					
# of Claims		9	Vendor Payment Total	33,733.00	
COAST CHLORINATOR CO					
540055	815 - 616400 -		175.00	343007	230656
ITEM #U-892: DIFFUSER					
540055	815 - 616400 -		1,542.75	343007	230656
PARTS TO REPLINISH REPAIR STOCK -- ITEM #HP20E3-02: 1HP BOOSTER PUMP					
# of Claims		2	Vendor Payment Total	1,717.75	
COAST ELECTRIC POWER ASSOC					
540611	325 - 625100 -		941.70	343460	MANUAL
540612	325 - 625100 -		215.39	343461	MANUAL
540613	325 - 625100 -		340.45	343462	MANUAL
540614	325 - 625100 -		644.90	343463	MANUAL
540615	325 - 625100 -		1,135.94	343464	MANUAL
540616	325 - 625100 -		58.24	343465	MANUAL
540617	325 - 625100 -		4,459.92	343466	MANUAL
540618	325 - 625100 -		65.85	343467	MANUAL
540619	325 - 625100 -		8,346.99	343468	MANUAL
540620	325 - 625100 -		12,648.06	343469	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
540621	325 - 625100 -		9,006.48	343470	MANUAL
540622	325 - 625100 -		180.88	343471	MANUAL
540623	325 - 625100 -		10,822.39	343472	MANUAL
540624	325 - 625100 -		13,117.05	343473	MANUAL
540625	325 - 625100 -		76.72	343474	MANUAL
540626	290 - 626002 -		509.59	343475	MANUAL
540627	325 - 625100 -		53.55	343476	MANUAL
540628	325 - 625100 -		1,450.21	343477	MANUAL
540629	325 - 625100 -		519.23	343478	MANUAL
540630	325 - 625100 -		177.78	343479	MANUAL
540631	325 - 625100 -		1,298.83	343480	MANUAL
540632	325 - 625100 -		455.65	343481	MANUAL
540633	325 - 625100 -		149.59	343482	MANUAL
540634	325 - 625100 -		51.14	343483	MANUAL
540635	825 - 626002 -		1,412.91	343484	MANUAL
540636	825 - 626002 -		66.79	343485	MANUAL
540637	825 - 626002 -		89.92	343486	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
540638	825 - 626002 -		63.80	343487	MANUAL
540639	815 - 626002 -		2,251.95	343488	MANUAL
540640	825 - 626002 -		138.61	343489	MANUAL
540641	815 - 626002 -		80.38	343490	MANUAL
540642	815 - 626002 -		49.44	343491	MANUAL
540643	815 - 626002 -		49.25	343492	MANUAL
540644	825 - 626002 -		70.24	343493	MANUAL
540645	825 - 626002 -		49.75	343494	MANUAL
540646	825 - 626002 -		59.90	343495	MANUAL
540647	825 - 626002 -		100.66	343496	MANUAL
540648	825 - 626002 -		176.26	343497	MANUAL
540649	825 - 626002 -		53.44	343498	MANUAL
540650	815 - 626002 -		2,964.89	343499	MANUAL
540651	825 - 626002 -		55.41	343500	MANUAL
540652	825 - 626002 -		53.65	343501	MANUAL
540653	825 - 626002 -		68.46	343502	MANUAL
540654	825 - 626002 -		61.26	343503	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	44	Vendor Payment Total	74,643.50	
COASTAL DUST CONTROL					
539900	150 - 610100 -		13.10	342856	MANUAL
539969	145 - 610100 -		32.57	342925	MANUAL
540021	213 - 610100 -		22.77	342975	MANUAL
540036	213 - 610100 -		22.77	342989	MANUAL
540269	150 - 610100 -		13.10	343221	MANUAL
540331	125 - 621700 -		29.83	343283	MANUAL
540332	125 - 621700 -		29.83	343284	MANUAL
540333	125 - 621700 -		29.83	343285	MANUAL
540334	125 - 621700 -		29.83	343286	MANUAL
541091	815 - 620900 -		118.42	343578	MANUAL
541092	815 - 620900 -		118.42	343579	MANUAL
	# of Claims	11	Vendor Payment Total	460.47	
COMMUNICATIONS INTERNATIONAL INC					
539912	148 - 627800 -		120.00	342868	230073
RENTAL RADIOS					
540383	213 - 611300 -		1,655.11	343332	230110
BLANKET PURCHASE ORDER TO REPAIR PORTABLE RADIOS					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
540398	213 - 611300 -		95.00	343347	230110
BLANKET PURCHASE ORDER TO REPAIR PORTABLE RADIOS					
# of Claims		3	Vendor Payment Total	1,870.11	
CONSOLIDATED PIPE CO					
540282	815 - 616700 -		1,425.00	343234	230454
AS PER BID GROUP J1 APPROVED BY COUNCIL 12/21/21 -- RESTOCK INVENTORY -- SECTION I, ITEM 3: 1 1/2" MUNICIPAL TUBING (100'/ROLL)					
540283	815 - 616700 -		350.00	343235	230444
AS PER BID GROUP J1 APPROVED BY COUNCIL 12/21/21 -- RESTOCK INVENTORY -- SECTION I, ITEM 1: 3/4" MUNICIPAL TUBING (100'/ROLL)					
540283	815 - 616700 -		1,040.00	343235	230444
SECTION I, ITEM 2: 1" MUNICIPAL TUBING (100'/ROLL)					
# of Claims		3	Vendor Payment Total	2,815.00	
CORNETT BOLT & SCREW, INC					
539977	447 - 610700 -		4.40	342932	230135
OPEN P/O FOR NUTS BOLTS AND SCREWS FOR HARBOR LIGHTS					
539978	447 - 610700 -		1.40	342933	230135
OPEN P/O FOR NUTS BOLTS AND SCREWS FOR HARBOR LIGHTS					
540296	315 - 610700 -		1.20	343248	230506
BLANKET PO FOR FY 2023 FOR MISC SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS (EST PERIOD: NOV 2022 - SEPT 2023)					
540297	315 - 610700 -		21.25	343249	230506
BLANKET PO FOR FY 2023 FOR MISC SUPPLIES TO BE PICKED UP ON AN AS-NEEDED BASIS (EST PERIOD: NOV 2022 - SEPT 2023)					
# of Claims		4	Vendor Payment Total	28.25	
CUSTOM CALL CENTER LLC					
541096	815 - 626001 -		3,514.80	343583	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	1	Vendor Payment Total	3,514.80	
DAVISON FUELS & OIL LLC					
539965	445 - 614100 -		12,338.12	342921	MANUAL
	# of Claims	1	Vendor Payment Total	12,338.12	
DEERE CREDIT INC					
539852	411 - 620900 -		5,740.15	342808	230263
YEAR 3 OF EQUIPMENT LEASE FOR ACCOUNT NUMBER 020-0058651-0004 COUNCIL APPROVAL					
02/18/2020					
539853	411 - 620900 -		4,508.67	342809	230264
AS PER COUNCIL APPROVAL 4/20/21, LEASE OF EQUIPMENT LEASE FOR ACCOUNT NUMBER					
020-0058651-0005 SPORTSPLEX AND BEAUTIFICATION					
	# of Claims	2	Vendor Payment Total	10,248.82	
DMS MAIL MANAGEMENT, INC.					
539896	125 - 620900 -		134.69	342852	MANUAL
540022	213 - 625700 -		3.80	342981	MANUAL
540655	811 - 620900 -		1,672.51	343504	230689
OCT INV# 20227856-537					
	# of Claims	3	Vendor Payment Total	1,811.00	
DOBBS FORD MEMPHIS					
540359	215 - 630200 -		24,335.00	343308	230351
2022 FORD MAVERICK OXFORD WHITE					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	1	Vendor Payment Total	24,335.00	
DOWDY & DOWDY PARTNERSHIP					
540680	148 - 627800 -		280.00	343529	230077
ADVERTISING FOR CHRISTMAS PARADE 22 KICKER 11/28-12/2					
540681	148 - 627800 -		30.00	343530	230077
ADVERTISING FOR CHRISTMAS PARADE 22 GORILLA NOV 25					
540681	148 - 627800 -		140.00	343530	230077
ADVERTISING FOR CHRISTMAS PARADE 22 GORILLA 11/28-12/2					
	# of Claims	3	Vendor Payment Total	450.00	
DPC ENTERPRISES LP					
540304	815 - 613700 -		384.47	343256	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)					
540305	815 - 613700 -		512.62	343257	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)					
540306	815 - 613700 -		512.62	343258	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)					
540307	815 - 613700 -		384.47	343259	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)					
540308	815 - 613700 -		256.31	343260	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)					
540309	815 - 613700 -		768.93	343261	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)					
540310	815 - 613700 -		640.78	343262	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)					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
540311	815 - 613700 -		897.09	343263	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)					
540312	815 - 613700 -		256.31	343264	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)					
540313	815 - 613700 -		384.47	343265	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)					
540314	815 - 613700 -		256.31	343266	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)					
540315	815 - 613700 -		256.31	343267	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		12	Vendor Payment Total	5,510.69	
DPS CRIME LAB					
540016	213 - 620701 -		2,880.00	342970	MANUAL
# of Claims		1	Vendor Payment Total	2,880.00	
DUKES DUKES KEATING & FANECATTY					
539981	135 - 620900 -		5,000.00	342936	MANUAL
# of Claims		1	Vendor Payment Total	5,000.00	
EAGLE SERVICES, INC.					
539872	411 - 612200 -		567.50	342828	229584
SERVICE CALL TO CHECK 2ND FLOOR NORTH SIDE OF BUILDING AC AT LS ADMIN BLDG					
539873	415 - 624601 -		337.50	342829	230617
AC REPAIRS					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
540001	415 - 624601 -		85.00	342955	230665
AH-1- CHECK FAN					
	# of Claims	3	Vendor Payment Total	990.00	
ERIC VALLES					
539962	290 - 626900 -		13.00	342918	MANUAL
	# of Claims	1	Vendor Payment Total	13.00	
F. B. RUSTY WALKER					
539897	115 - 626900 -		977.20	342853	MANUAL
	# of Claims	1	Vendor Payment Total	977.20	
FASTENAL					
540059	815 - 610700 -		355.68	343011	230578
ITEM #0136184: IC WB WHITE INVERTED SPRAY PAINT 17 OZ					
540059	815 - 610700 -		355.68	343011	230578
ITEM #0136171: IC WB GREEN INVERTED SPRAY PAINT 17 OZ					
540059	815 - 610700 -		711.36	343011	230578
RESTOCK INVENTORY -- ITEM #0136170: IC WB BLUE INVERTED SPRAY PAINT 17 OZ					
541094	815 - 610700 -		164.34	343581	MANUAL
	# of Claims	4	Vendor Payment Total	1,587.06	
FEDEX					
541142	290 - 625700 -		5.78	343629	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	1	Vendor Payment Total	5.78	
FERGUSON US HOLDINGS, INC.					
540278	815 - 616700 -		1,314.00	343230	230303
ITEM #CCRM307208: 72 F/GLS UTIL MARKER, WATER BLUE					
540278	825 - 616100 -		1,314.00	343230	230303
RESTOCK INVENTORY - ITEM #CCRM307207: 72 F/GLS UTIL MARKER, SEWER GREEN					
540279	815 - 616700 -		481.60	343231	227270
LINES 2-4 AS PER BID GROUP J1 APPROVED BY COUNCIL 12/21/21 -- RESTOCK INVENTORY -- 4"					
X 1"CC SERVICE SADDLE OD RANGE 4.40-4.80					
540279	815 - 616700 -		541.40	343231	227270
6" X 1"CC SERVICE SADDLE OD RANGE 6.84-7.60					
540279	815 - 616700 -		843.60	343231	227270
8" X 2" IPT SERVICE SADDLE OD RANGE 7.69-9.05					
540303	815 - 616700 -		44.49	343255	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)					
540303	825 - 616100 -		44.49	343255	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)					
	# of Claims	7	Vendor Payment Total	4,583.58	
FLEETCOR TECHNOLOGIES					
541102	213 - 614000 -		10,034.69	343589	MANUAL
541103	411 - 614000 -		41.86	343590	MANUAL
541104	411 - 614000 -		209.54	343591	MANUAL
541105	411 - 614000 -		74.66	343592	MANUAL
541106	411 - 614000 -		52.18	343593	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
541107	311 - 614000 -		411.25	343594	MANUAL
541108	311 - 614000 -		443.30	343595	MANUAL
541109	445 - 614000 -		111.92	343596	MANUAL
541110	150 - 614000 -		55.98	343597	MANUAL
541111	325 - 614000 -		152.64	343598	MANUAL
541112	311 - 614000 -		391.04	343599	MANUAL
541113	311 - 614000 -		275.66	343600	MANUAL
541114	290 - 614000 -		2,975.55	343601	MANUAL
541115	290 - 614000 -		2,161.46	343602	MANUAL
541116	411 - 614000 -		112.31	343603	MANUAL
541117	411 - 614000 -		32.90	343604	MANUAL
541118	611 - 614000 -		179.39	343605	MANUAL
541119	611 - 614000 -		97.26	343606	MANUAL
541120	411 - 614000 -		80.85	343607	MANUAL
541121	411 - 614000 -		56.92	343608	MANUAL
541122	411 - 614000 -		671.34	343609	MANUAL
541123	411 - 614000 -		637.77	343610	MANUAL
541152	148 - 614000 -		48.82	343638	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
541152	150 - 614000 -		93.44	343638	MANUAL
541153	215 - 614000 -		35.37	343639	MANUAL
541153	213 - 614000 -		8,962.27	343639	MANUAL
# of Claims		26	Vendor Payment Total	28,400.37	
FUN EXPRESS LLC					
540261	148 - 627800 -		609.80	343213	230247
#13936688- EGG SHAPE PLUSH CHARACTERS					
540262	148 - 627800 -		-39.99	343214	230247
# of Claims		2	Vendor Payment Total	569.81	
G F FULWOOD INC					
539952	447 - 610700 -		315.54	342908	230430
10' PATCH CABLE					
539952	447 - 610700 -		632.07	342908	230430
20: EXTENDER CABLE					
539952	447 - 610700 -		800.00	342908	230430
NETWORK DATA BOX (RGBNDB)					
# of Claims		3	Vendor Payment Total	1,747.61	
GABRIEL M SHABAZZ					
540345	215 - 625500 -		320.00	343297	230606
0711J-06-051.001, UP THE CREEK WITHOUT A PADDLE LLC, LOT CLEAN UP, AWARDED 11-23-2022, CC, CASE: 9879					
540346	215 - 625500 -		75.00	343298	230606

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
1010N-04-011.013, BARHONA OCTAVIO JOSE, LOT CLEAN UP, AWARDED 11-23-2022, CC, CASE: 10350					
		# of Claims	2	Vendor Payment Total	395.00
GALLS LLC					
540369	213 - 612500 -		255.80	343318	230184
BLANKET PURCHASE ORDER, FOR MISCELLANEOUS POLICE GEAR AND UNIFORMS					
540370	213 - 612500 -		372.95	343319	230184
BLANKET PURCHASE ORDER, FOR MISCELLANEOUS POLICE GEAR AND UNIFORMS					
540371	213 - 612500 -		-358.12	343320	230184
540384	213 - 612500 -		2,079.97	343333	230184
BLANKET PURCHASE ORDER, FOR MISCELLANEOUS POLICE GEAR AND UNIFORMS					
		# of Claims	4	Vendor Payment Total	2,350.60
GERARD THOMAS JOHNSON II					
539920	135 - 620900 - 95628		2,308.00	342876	230523
AS PER CITY COUNCIL APPROVAL ON 10/4/2022 PROFESSIONAL SERVICES AGREEMENT TO SERVE AS DV INVESTIGATOR FOR THE VAWA GRANT TERM OF SERVICE 10/1/2022 - 9/30/2023					
		# of Claims	1	Vendor Payment Total	2,308.00
GIBSON MAINTENANCE, LLC					
540014	447 - 620900 -		560.00	342969	230540
INSTALL CNC PANELS TWO MEN SEVEN HOURS @ 40/PMPH					
540014	447 - 620900 -		784.70	342969	230540
7.01B PAIN CNC PANELS (413) ST @\$1.90/SF					
540014	447 - 620900 -		3,840.00	342969	230540
LABOR TO INSTALL WALLS AND PAINT FOR MARKET STREET WALLS					
		# of Claims	3	Vendor Payment Total	5,184.70

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
GLASS SOLUTIONS INC					
539941	447 - 612200 -		3,008.00	342897	230586
OPEN P/O FOR PLEXIGLASS FOR HARBOR LIGHTS SHOW					
		# of Claims	1	Vendor Payment Total	3,008.00
GLOBE MANUFACTURING LLC					
540009	290 - 612500 -		24.20	342963	230419
FIRE PROTECTIVE GEAR CLEANING & REPAIRS RGA 102522KM4 SERICAL NUMBER 5474658 REPLACE WRISTER W/THUMB LOOP					
540009	290 - 612500 -		54.61	342963	230419
FIRE PROTECTIVE GEAR CLEANING & REPAIRS RGA 102522KM4 SERICAL NUMBER 5156081 UPS CALL TAG					
540009	290 - 612500 -		109.70	342963	230419
FIRE PROTECTIVE GEAR CLEANING & REPAIRS RGA 102522KM4 SERICAL NUMBER 5351219 REPLACE VELCRO, REPLACE WRISTER W/THUMB LOOP					
540009	290 - 612500 -		109.90	342963	230419
FIRE PROTECTIVE GEAR CLEANING & REPAIRS RGA 102522KM4 SERICAL NUMBER 5285084 REPLACE VELCRO, REINFORCE SHELL 1 AREA, DARN SHELL 1 AREA, REINFORCE TRIM 2 AREAS					
540009	290 - 612500 -		121.45	342963	230419
FIRE PROTECTIVE GEAR CLEANING & REPAIRS RGA 102522KM4 SERICAL NUMBER 5474671 REINFORCE SHELL 1 AREA, DARN SHELL 2 AREAS, REPLACE KNEE					
540009	290 - 612500 -		151.73	342963	230419
FIRE PROTECTIVE GEAR CLEANING & REPAIRS RGA 102522KM4 SERICAL NUMBER 5156092 REPLACE VELCRO, DARN SHELL 1 AREA, REPLACE KNEE, REPLACE TRIM					
540009	290 - 612500 -		216.33	342963	230419
FIRE PROTECTIVE GEAR CLEANING & REPAIRS RGA 102522KM4 SERICAL NUMBER 5351254 REINFORCE UPPER BACK AT WAIST, REPLACE VELCRO, DARN POCKET 1 AREA, DARN SHELL 6 AREAS, REPLACE KNEES					
		# of Claims	7	Vendor Payment Total	787.92
GOLDIN METALS, INC					
540027	415 - 624601 -		111.60	342980	230550
SPEC #09 EAVE FLASHING, 40FT.					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	1	Vendor Payment Total	111.60	
GREEN FOREST NURSERY INC					
541158	411 - 610600 -		570.00	343643	MANUAL
	# of Claims	1	Vendor Payment Total	570.00	
GUARDIAN ALLIANCE TECHNOLOGIES, INC					
540372	213 - 627900 -		250.00	343321	230201
BACKGROUND CHECKS OF NEW EMPLOYEES (SERVICE)					
	# of Claims	1	Vendor Payment Total	250.00	
GULF BREEZE LANDSCAPING LLC					
539948	411 - 620900 -		3,020.00	342904	230334
CONTRACT F - GROUNDS MAINTENANCE					
539948	411 - 620900 -		26,310.00	342904	230334
COUNCIL APPROVAL 7/5/2022 CONTRACT E - GROUNDS MAINTENANCE					
	# of Claims	2	Vendor Payment Total	29,330.00	
GULF COAST BUSINESS SUPPLY CO					
539864	290 - 610100 -		304.00	342820	230632
1797 KITCHEN ROLL TOWELS, 2 PLY, 85/ROLL, 30 ROLLS/CARTON					
539865	290 - 610100 -		66.08	342821	230632
PGC45112CT MANUAL POT/PAN DISH DETERGENT					
539865	290 - 610100 -		95.12	342821	230632
PINETREE1 PINE CLEANER GALLON					
539865	290 - 610100 -		130.50	342821	230632
PGC23124CT MULTIPURPOSE CLEANING SOLUTION WITH FEBREZE					
539865	290 - 610100 -		165.09	342821	230632

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
CPC14278CT OXYGEN BLEACH POWDER CLEANSER					
539865	290 - 610100 -		444.36	342821	230632
BWK6400 CENTER-PULL HAND TOWELS					
539910	143 - 610400 -		3.52	342866	230639
DESK PAD CALENDAR ITEM #UNV71002					
539975	447 - 610700 -		375.55	342930	230603
ITEM#31759 Versa sure cleaner disinfectant wipe 110 sheets – 2count per box					
540024	611 - 610400 -		12.18	342977	230664
UNV15614: BALLPOINT PEN VALUE PACK, STICK, MEDIUM 1MM, BLUE INK, GRAY BARREL, 60/PACK					
540024	611 - 610400 -		18.40	342977	230664
BOSEPS4BK: PERSONAL ELECTRIC PENCIL SHARPENER, AC-POWERED, 4.25X8.4X4, BLACK					
540024	611 - 610400 -		24.56	342977	230664
DXEPSM21: PLASTIC CUTLERY, MEDIUMWEIGHT SOUP SPOONS, WHITE, 1000/CARTON					
540024	611 - 610400 -		33.24	342977	230664
DXEFM217: PLASTIC CUTLERY, HEAVY MEDIUMWEIGHT FORKS, WHITE, 1000/CARTON					
540024	611 - 610400 -		53.69	342977	230664
SAF3271BL: ONYX DESK TRAY, 3 SECTIONS, LETTER SIZE FILES, 9.25"X11.75"X8", BLACK					
540024	611 - 610400 -		223.30	342977	230664
HOD0124: RECYCLED ONE-COLOR DATED MONTHLY DESK PAD CALENDAR, 18.5X13, WHITE SHEETS, BLACK BINDING/CORNERS, 12-MONTH (JAN-DEC): 2023					
540335	313 - 610700 -		67.32	343287	230657
REPLACEMENTS/RESTOCK -- ITEM #ACM13824: TITANIUM BONDED SCISSORS, 5" X 7" LONG, 2.25" AND 3.5" CUT LENGTHS, GRAY/YELLOW STRAIGHT HANDLES, 2/PACK					
540335	325 - 610700 -		327.76	343287	230657
ITEM #FEL5227201: QUASAR 500 MANUAL COMB BINDING SYSTEM, 500 SHEETS, 18.13 X 15.38 X 5.13, METALLIC GRAY					
540335	325 - 610700 -		574.52	343287	230657
ITEM #FEL5734801: VENUS 2 125 LAMINATOR, SIX ROLLERS, 12" MAX DOCUMENT WIDTH, 10 MIL MAX DOCUMENT THICKNESS					
540337	815 - 610700 -		118.74	343289	230557
ITEM #CLO42464: ALL PURPOSE CLEANER, ORIGINAL, 144 OZ BOTTLE, 3/CARTON					
540337	815 - 610700 -		165.87	343289	230557
ITEM #CLO30208PK: DISINFECTING WIPES, 7 X 8, FRESH SCENT/CITRUS BLEND, 75/CANISTER, 3/PACK					
540338	815 - 610700 -		11.56	343290	230557

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
ITEM #BICGSM609BE: ROUND STIC XTRA LIFE BALLPOINT PEN VALUE PACK, STICK, MEDIUM 1 MM, BLUE INK, TRANSLUCENT BLUE BARREL, 60/BOX 540338	815 - 610700 -		11.92	343290	230557
ITEM #BICGSM609BK: ROUND STIC XTRA LIFE BALLPOINT PEN VALUE PACK, STICK, MEDIUM 1 MM, BLACK INK, SMOKE BARREL, 60/BOX 540338	815 - 610700 -		13.55	343290	230557
ITEM #UNV43661: DRY ERASE SPRAY CLEANER, 8 OZ SPRAY BOTTLE 540338	815 - 610700 -		17.10	343290	230557
ITEM #BICGSM111RD: ROUND STIC XTRA LIFE BALLPOINT PEN, STICK, MEDIUM 1 MM, RED INK, TRANSLUCENT RED BARREL, DOZEN 540338	815 - 610700 -		18.43	343290	230557
ITEM #CLO30208PK: DISINFECTING WIPES, 7 X 8, FRESH SCENT/CITRUS BLEND, 75/CANISTER, 3/PACK 540338	815 - 610700 -		31.45	343290	230557
ITEM #UNV72220: PAPER CLIPS, JUMBO, SMOOTH, SILVER, 100 CLIPS/BOX, 10 BOXES/PACK 540338	815 - 610700 -		36.68	343290	230557
ITEM #SAN81045: LOW-ODOR DRY-ERASE MARKER, BROAD CHISEL TIP, ASSORTED COLORS, 16/SET 540338	815 - 610700 -		39.42	343290	230557
ITEM #UNV20962PK: ECONOMY ROUND RING VIEW BINDER, 3 RINGS, 1" CAPACITY, 11 X 8.5, WHITE, 6/PACK 540338	815 - 610700 -		43.04	343290	230557
ITEM #GPC23000: PACIFIC BLUE SELECT C-FOLD PAPER TOWELS, 2-PLY, 10.1 X 12.7, WHITE, 120/PACK, 12 PACKS/CARTON 540338	815 - 610700 -		43.53	343290	230557
ITEM #UNV20952PK: ECONOMY ROUND RING VIEW BINDER, 3 RINGS, 0.5" CAPACITY, 11 X 8.5, WHITE, 6/PACK 540338	815 - 610700 -		47.53	343290	230557
ITEM #PGC01301: ULTRA LIQUID DISH DETERGENT, DAWN ORIGINAL, 38 OZ BOTTLE, 8/CARTON 540338	815 - 610700 -		49.90	343290	230557
ITEM #SAN37002: ULTRA FINE TIP PERMANENT MARKER, EXTRA-FINE NEEDLE TIP, RED, DOZEN 540338	815 - 610700 -		50.36	343290	230557
ITEM #CLO35306CT: CLEANER DEGREASER DISINFECTANT, 32 OZ SPRAY, 12/CARTON 540338	815 - 610700 -		51.99	343290	230557
ITEM #PGC39383: PLUS LOTION FACIAL TISSUE, 2-PLY, WHITE, 124 SHEETS/BOX, 6 BOXES/PACK, 4 PACKS/CARTON 540338	815 - 610700 -		54.46	343290	230557

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
ITEM #SAN1884739: FINE TIP PERMANENT MARKER VALUE PACK, FINE BULLET TIP, BLACK, 36/PACK					
540338	815 - 610700 -		54.46	343290	230557
ITEM #SAN1920937: FINE TIP PERMANENT MARKER VALUE PACK, FINE BULLET TIP, RED, 36/PACK					
540338	815 - 610700 -		55.76	343290	230557
ITEM #SAN2082960: ULTRA FINE TIP PERMANENT PARKER, ULTRA-FINE BULLET TIP, BLACK, 36/PACK					
540338	815 - 610700 -		57.98	343290	230557
ITEM #SAN2083007: CHISEL TIP PERMANENT MARKER, BROAD CHISEL TIP, BLACK, 36/PACK					
540338	815 - 610700 -		62.10	343290	230557
ITEM #UNV20972PK: ECONOMY ROUND RING VIEW BINDER, 3 RINGS, 1.5" CAPACITY, 11 X 8.5, WHITE, 6/PACK					
540338	815 - 610700 -		66.60	343290	230557
ITEM #UNV20982PK: ECONOMY ROUND RING VIEW BINDER, 3 RINGS, 2" CAPACITY, 11 X 8.5, WHITE, 6/PACK					
540338	815 - 610700 -		68.67	343290	230557
ITEM #CLO30966CT: CONCENTRATED GERMICIDAL BLEACH, REGULAR, 121 OZ BOTTLE, 3/CARTON					
540338	815 - 610700 -		73.72	343290	230557
ITEM #SJN669798: ANT & ROACH KILLER, 17.5 OZ AEROSOL SPRAY, OUTDOOR FRESH, 12/CARTON					
540338	815 - 610700 -		75.78	343290	230557
ITEM #UNV72210CT: PAPER CLIPS, #1, SMOOTH, SILVER, 100 CLIPS/PACK, 12 PACKS/CARTON					
540338	815 - 610700 -		78.79	343290	230557
RESTOCK OFFICE/CLEANING SUPPLIES -- ITEM #SMP13012CT: INDUSTRIAL CLEANER AND DEGREASER, CONCENTRATED, 24 OZ SPRAY BOTTLE, 12/CARTON					
540338	815 - 610700 -		80.80	343290	230557
ITEM #SJN322338: AMMONIA-D GLASS CLEANER, FRESH, 32 OZ SPRAY BOTTLE, 8/CARTON					
540338	815 - 610700 -		87.61	343290	230557
ITEM #SJN668006: WASP & HORNET KILLER, 14 OZ AEROSOL SPRAY					
540338	815 - 610700 -		89.79	343290	230557
ITEM #UNV20992PK: ECONOMY ROUND RING VIEW BINDER, 3 RINGS, 3" CAPACITY, 11 X 8.5, WHITE, 6/PACK					
540338	815 - 610700 -		91.68	343290	230557
ITEM #MMMR33018AUCP: ORIGINAL POP-UP REFILL CABINET PACK, 3" X 3", FLORAL FANTASY COLLECTION COLORS, 100 SHEETS/PAD, 18 PADS/PACK					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
540338	815 - 610700 -		111.72	343290	230557
ITEM #AVE5366: PERMANENT TRUEBLOCK FILE FOLDER LABELS WITH SURE FEED TECHNOLOGY, 0.66 X 3.44, WHITE, 30/SHEET, 50 SHEETS/BOX					
540338	815 - 610700 -		120.00	343290	230557
ITEM #MMM65418BRCP: ORIGINAL PADS IN FLORAL FANTASY COLLECTION COLORS, CABINET PACK, 3" X 3", 100 SHEETS/PAD, 18 PADS/PACK					
540338	815 - 610700 -		150.10	343290	230557
ITEM #PIL31021: G2 PREMIUM GEL PEN, RETRACTABLE, FINE 0.7 MM, BLUE INK, SMOKE BARREL, 12/PACK					
540338	815 - 610700 -		150.10	343290	230557
ITEM #PIL31020: G2 PREMIUM GEL PEN, RETRACTABLE, FINE 0.7 MM, BLACK INK, SMOKE BARREL, DOZEN					
540338	815 - 610700 -		154.40	343290	230557
ITEM #PAP8410152: POINT GUARD FLAIR FELT TIP POROUS POINT PEN, STICK, MEDIUM 0.7 MM, BLUE INK, BLUE BARREL, DOZEN					
540338	815 - 610700 -		154.40	343290	230557
ITEM #PAP8420152: POINT GUARD FLAIR FELT TIP POROUS POINT PEN, STICK, MEDIUM 0.7 MM, RED INK, RED BARREL, DOZEN					
540338	815 - 610700 -		154.40	343290	230557
ITEM #PAP8430152: POINT GUARD FLAIR FELT TIP POROUS POINT PEN, STICK, MEDIUM 0.7 MM, BLACK INK, BLACK BARREL, DOZEN					
540338	815 - 610700 -		157.04	343290	230557
ITEM #MMM8106PK: MAGIC TAPE REFILL, 1" CORE, 0.75" X 36YDS, CLEAR, 6/PACK					
540338	815 - 610700 -		179.00	343290	230557
ITEM #PIL31022: G2 PREMIUM GEL PEN, RETRACTABLE, FINE 0.7 MM, RED INK, SMOKE BARREL, DOZEN					
540338	815 - 610700 -		180.40	343290	230557
ITEM #VER49189: STORE-N-GO V3 USB 3.0 DRIVE, 128 GB, BLACK/GRAY					
540338	815 - 610700 -		244.08	343290	230557
ITEM #AVE5960: EASY PEEL WHITE ADDRESS LABELS W/ SURE FEED TECHNOLOGY, LASER PRINTERS, 1 X 2.63, WHITE, 30/SHEET, 250 SHEETS/PACK					
540338	815 - 610700 -		341.00	343290	230557
ITEM #MMM680SH12: ARROW MESSAGE " PAGE FLAGS, SIGN HERE, YELLOW, 50 FLAGS/DISPENSER, 12 DISPENSERS/PACK					
540338	815 - 610700 -		350.65	343290	230557
ITEM #GOJ539202CT: ADVANCED TFX REFILL INSTANT FOAM HAND SANITIZER, 1,200 ML, UNSCENTED, 2/CARTON					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
540338	815 - 610700 -		653.60	343290	230557
ITEM #APWBE650G1: BE650G1 BACK-UPS ES 650 BATTERY BACKUP SYSTEM, 8 OUTLETS, 650VA, 340 J					
540364	213 - 610400 -		105.60	343313	230625
ITEM# SWI74357 / SWINGLINE LIGHTTOUCH HEAVY DUTY PUNCH, 7 PUNCH HEAD					
540373	213 - 610400 -		10.35	343322	230597
ITEM# COS035653 / PRE-INKED ROUND STAMP, COPY, 5/8" DIAMETER, BLUE					
540373	213 - 610400 -		23.85	343322	230597
ITEM# 214ADDDZ / ADD MACHINE 2 1/4X150 12/PK (QUOTE GPT POICE 11-16-22)					
# of Claims			64	Vendor Payment Total	7,909.15
GULF COAST SMALL ENGINE REPAIR					
539947	411 - 611300 -		232.00	342903	230121
OPEN P/O FOR MOWER, BLOWER, WEED EATER ETC REPAIRS					
539949	411 - 611300 -		83.00	342905	230121
OPEN P/O FOR MOWER, BLOWER, WEED EATER ETC REPAIRS					
539954	411 - 611300 -		110.00	342910	230121
OPEN P/O FOR MOWER, BLOWER, WEED EATER ETC REPAIRS					
# of Claims			3	Vendor Payment Total	425.00
H2O INNOVATION OPERATION AND MAINTENANCE					
539998	850 - 621800 -		47,500.00	342952	230511
SERVICES CONTRACT FOR SOLID WASTE MAINTENANCE AND OPERATIONS FOR FY 2023(NOV22-SEPT23)					
539999	311 - 621800 -		357,518.05	342953	230511
COUNCIL APPROVAL 2/8/22 AND 10/18/22, STREETS AND DRAINAGE MAINTENANCE AND OPERATIONS FOR FY 2023(NOV 2022-SEPT 2023)					
540000	825 - 621800 -		234,353.59	342954	230511
SERVICES CONTRACT FOR WATER ANDSEWER AND I&I CREW MAINTENANCE AND OPERATIONS FOR FY 2023 (NOV22-SEPT23)					
540000	815 - 621800 -		234,353.60	342954	230511
SERVICES CONTRACT FOR WATER ANDSEWER AND I&I CREW MAINTENANCE AND OPERATIONS FOR FY 2023 (NOV22-SEPT23)					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	4	Vendor Payment Total	873,725.24	
HANCOCK BANK/WHITNEY BANK					
540330	701 - 650800 -		2,300.00	343282	MANUAL
	# of Claims	1	Vendor Payment Total	2,300.00	
HARRISON COUNTY SHERIFF					
540033	213 - 623500 -		39,040.52	342986	MANUAL
	# of Claims	1	Vendor Payment Total	39,040.52	
HAVARD PEST CONTROL					
539905	145 - 620900 -		115.00	342861	MANUAL
539907	150 - 621700 -		35.00	342863	MANUAL
539925	411 - 620900 -		100.00	342881	MANUAL
539926	411 - 620900 -		100.00	342882	MANUAL
539927	411 - 620900 -		65.00	342883	MANUAL
539928	447 - 620900 -		70.00	342884	MANUAL
539960	290 - 621700 -		40.00	342916	MANUAL
540040	213 - 620900 -		92.00	342993	MANUAL
541099	311 - 620900 -		45.00	343586	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
541100	311 - 620900 -		90.00	343587	MANUAL
541155	145 - 620900 -		40.00	343641	MANUAL
541189	145 - 620900 -		16.68	343672	MANUAL
# of Claims			12	Vendor Payment Total	808.68
HD SUPPLY WHITE CAP CONSTRUCTION SUPPLY					
540267	311 - 610700 -		1,201.92	343219	230460
RESTOCK INVENTORY -- ITEM #43552060D: #5 GRADE 60, 5/8" X 20' REBAR					
# of Claims			1	Vendor Payment Total	1,201.92
HEALTHCARE INTERACTIVE, INC					
539888	911 - 622100 -		1,420.00	342844	MANUAL
# of Claims			1	Vendor Payment Total	1,420.00
HERMINIA LEAL					
539894	125 - 620900 -		100.00	342850	MANUAL
540336	125 - 620900 -		100.00	343288	MANUAL
# of Claims			2	Vendor Payment Total	200.00
HOME DEPOT CREDIT SERVICE					
539875	145 - 630100 - 22030		35.91	342831	230106
MISCELLANEOUS PARTS					
539879	145 - 630100 - 22030		159.52	342835	230106

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
MISCELLANEOUS PARTS					
539880	145 - 630100 - 22030		110.80	342836	230106
MISCELLANEOUS PARTS					
		# of Claims	3	Vendor Payment Total	306.23
HUMANE SOCIETY OF S MS INC					
540042	213 - 614900 -		19,374.00	342994	MANUAL
		# of Claims	1	Vendor Payment Total	19,374.00
IMPERIAL BAG & PAPER, LLC					
540265	313 - 610700 -		288.10	343217	230466
ITEM #7740180: CLEAR 24X32 .5MIL CAN LINER 12-16GL *USM* 500/CASE (7/112)					
540265	313 - 610700 -		657.60	343217	230466
ITEM #6930750: NATURAL ROLL PAPER TOWEL 8X350 H235 1PLY 12 ROLLS/CASE					
540265	313 - 610700 -		920.39	343217	230466
ITEM #6870320: JRT JR TOILET TISSUE 9" ROLL 2-PLY ADVANTAGE 12 ROLLS/CASE (54)					
540265	313 - 610700 -		1,110.39	343217	230466
ITEM #762907877: SOFT CARE ALL PURPOSE FOAM HAND SOAP 6/1.3L/CASE (48)					
541147	611 - 610400 -		28.93	343634	230637
6930750: NATURAL ROLL PAPER TOWEL 8X350 H235 1PLY 12R/CS (60)					
541147	811 - 610400 -		28.93	343634	230637
6930750: NATURAL ROLL PAPER TOWEL 8X350 H235 1PLY 12R/CS (60)					
541147	145 - 610400 -		29.81	343634	230637
6930750: NATURAL ROLL PAPER TOWEL 8X350 H235 1PLY 12R/CS (60)					
541147	611 - 610400 -		40.71	343634	230637
6870320: JRT JR TOILET TISSUE 9" ROLL 2-PLY ADVANTAGE 12RL/CS (54)					
541147	811 - 610400 -		40.71	343634	230637
6870320: JRT JR TOILET TISSUE 9" ROLL 2-PLY ADVANTAGE 12RL/CS (54)					
541147	145 - 610400 -		41.94	343634	230637
6870320: JRT JR TOILET TISSUE 9" ROLL 2-PLY ADVANTAGE 12RL/CS (54)					
541147	611 - 610400 -		46.97	343634	230637

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
7800006: EC385812K 38X58 1.2MIL BLACK CAN LINER PITT 100/CS (9/99)					
541147	811 - 610400 -		46.97	343634	230637
7800006: EC385812K 38X58 1.2MIL BLACK CAN LINER PITT 100/CS (9/99)					
541147	145 - 610400 -		48.39	343634	230637
7800006: EC385812K 38X58 1.2MIL BLACK CAN LINER PITT 100/CS (9/99)					
	# of Claims	13	Vendor Payment Total	3,329.84	
INFLECTION.COM INC					
539901	155 - 620900 -		630.00	342857	MANUAL
	# of Claims	1	Vendor Payment Total	630.00	
INTERSTATE BATTERY OF SOUTH MISSISSIPPI					
540399	213 - 611300 -		719.96	343348	230111
BLANKET PURCHASE ORDER FOR MISCELLANEOUS VEHICLE BATTERIES					
	# of Claims	1	Vendor Payment Total	719.96	
ISI WATER COMPANY					
540340	825 - 620900 -		3,100.00	343292	230433
AS PER CONTRACT APPROVED BY COUNCIL 11/2/2010 (LATEST AMENDMENT APPROVED 8/5/20)					
- SEWER USAGE MONITORING AT NCBC (MONTHLY CHARGES FOR FY 2023)					
	# of Claims	1	Vendor Payment Total	3,100.00	
JAMES THOMAS ANGLIN					
540409	447 - 620900 -		840.00	343358	230646
OPEN P/O FOR SANTA CLAUS FOR HARBOR LIGHTS					
	# of Claims	1	Vendor Payment Total	840.00	

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
JAY JAY HOLDINGS LLC					
540272	145 - 626700 -		692.44	343224	MANUAL
	# of Claims	1	Vendor Payment Total	692.44	
JOHN FAYARD MOVING & WHSE, LLC					
539963	146 - 620900 -		100.00	342919	MANUAL
540060	146 - 620900 -		982.98	343012	MANUAL
	# of Claims	2	Vendor Payment Total	1,082.98	
JOHN M MCGUFFEE					
541101	311 - 620900 -		130.00	343588	MANUAL
	# of Claims	1	Vendor Payment Total	130.00	
JOHNSONS TREE SERVICE, LLC					
540053	311 - 620900 -		400.00	343005	230650
BOBCAT WITH OPERATOR					
540053	311 - 620900 -		400.00	343005	230650
4 GROUND EMPLOYEE					
540053	311 - 620900 -		500.00	343005	230650
1 DUMP TRUCK WITH OPERATOR					
540053	311 - 620900 -		1,200.00	343005	230650
TREE REMOVAL AT 4608 FINLEY ST -- 1 BUCKET TRUCK WITH OPERATOR					
	# of Claims	4	Vendor Payment Total	2,500.00	
JONES WALKER LLP					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
539906	145 - 627900 -		2,000.00	342862	MANUAL
# of Claims			1	Vendor Payment Total	2,000.00
KEELING CO					
539945	411 - 613100 -		429.14	342901	230379
SPRINKLER PARTS - RAIN BIRD ROTORS					
539945	411 - 613100 -		429.14	342901	230379
SPRINKLER PARTS - RAIN BIRD ROTORS					
# of Claims			2	Vendor Payment Total	858.28
LANGUAGE LINE SERVICES					
540039	213 - 626001 -		365.83	342992	MANUAL
# of Claims			1	Vendor Payment Total	365.83
LAWRENCE PRINTING CO INC					
539909	125 - 626500 -		1,356.35	342865	230292
UNIFORM TRAFFIC TICKETS, 4 PART, BLACK INK					
# of Claims			1	Vendor Payment Total	1,356.35
LEE C. RUSSELL					
539908	125 - 621500 -		4,167.00	342864	230441
AS PER CITY COUNCIL APPROVAL ON 9/20/22 SERVICES OF LEE RUSSELL, ESQ. TO PERFORM					
PUBLIC DEFENDER DUTIES FROM 10/1/2022 THROUGH 9/30/2023					
# of Claims			1	Vendor Payment Total	4,167.00
LEXISNEXIS					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
540043	213 - 621900 -		274.00	342996	MANUAL
# of Claims			1	Vendor Payment Total	274.00
LEXISNEXIS MATTHEW BENDER					
540051	135 - 621900 -		19.27	343003	MANUAL
# of Claims			1	Vendor Payment Total	19.27
LILLIE MONROE					
540363	215 - 625500 -		565.00	343312	230607
1010L-04-015.000, WILLAIMS OSCAR & HUFF ISAAC -EST-, LOT CLEAN UP, AWARDED 11-23-2022, CC, CASE: 10287					
# of Claims			1	Vendor Payment Total	565.00
LOWES OF GULFPORT MS 466					
539857	143 - 610400 -		234.38	342813	230610
OPEN PO FOR POINSETTIAS AND CHRISTMAS LIGHTS					
539868	290 - 610700 -		37.93	342824	230019
BLANKET PURCHSE ORDER FOR MINOR PARTS AND MATERIALS					
539869	290 - 610700 -		53.45	342825	230019
BLANKET PURCHSE ORDER FOR MINOR PARTS AND MATERIALS					
539876	145 - 630100 - 22030		14.22	342832	230105
MISCELLANEOUS PARTS					
539877	145 - 630100 - 22030		35.01	342833	230105
MISCELLANEOUS PARTS					
539878	145 - 630100 - 22030		32.20	342834	230105
MISCELLANEOUS PARTS					
539933	447 - 610700 -		516.73	342889	230519
OPEN P/O FOR SUPPLIES FOR HARBOR LIGHTS					
539934	447 - 610700 -		23.55	342890	230519

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
OPEN P/O FOR SUPPLIES FOR HARBOR LIGHTS					
539987	145 - 630100 - 22030		4.11	342942	230105
MISCELLANEOUS PARTS					
540008	290 - 610700 -		41.83	342962	230019
BLANKET PURCHASE ORDER FOR MINOR PARTS AND MATERIALS					
540394	213 - 611300 -		22.19	343343	230099
BLANKET PO FOR MISCELLANEOUS SUPPLIES FOR PD AND SHOP					
540394	213 - 611000 -		22.20	343343	230099
BLANKET PO FOR MISCELLANEOUS SUPPLIES FOR PD AND SHOP					
540665	290 - 610700 -		35.90	343514	230019
BLANKET PURCHASE ORDER FOR MINOR PARTS AND MATERIALS					
540666	290 - 610700 -		31.25	343515	230019
BLANKET PURCHASE ORDER FOR MINOR PARTS AND MATERIALS					
540667	290 - 610700 -		52.24	343516	230019
BLANKET PURCHASE ORDER FOR MINOR PARTS AND MATERIALS					
540683	145 - 630100 - 22030		5.24	343532	230105
MISCELLANEOUS PARTS					
540685	447 - 610700 -		421.77	343534	230519
OPEN P/O FOR SUPPLIES FOR HARBOR LIGHTS					
540686	447 - 610700 -		706.92	343535	230519
OPEN P/O FOR SUPPLIES FOR HARBOR LIGHTS					
540687	447 - 610700 -		50.16	343536	230519
OPEN P/O FOR SUPPLIES FOR HARBOR LIGHTS					
540688	447 - 610700 -		748.33	343537	230519
OPEN P/O FOR SUPPLIES FOR HARBOR LIGHTS					
540689	447 - 610700 -		184.20	343538	230519
OPEN P/O FOR SUPPLIES FOR HARBOR LIGHTS					
540690	447 - 610700 -		7.10	343539	230519
OPEN P/O FOR SUPPLIES FOR HARBOR LIGHTS					
540691	447 - 610700 -		21.48	343540	230100
MISCELLANEOUS SUPPLIES FOR HARBOR LIGHTS					
540692	447 - 610700 -		710.54	343541	230519
OPEN P/O FOR SUPPLIES FOR HARBOR LIGHTS					
540693	447 - 610700 -		313.38	343542	230519
OPEN P/O FOR SUPPLIES FOR HARBOR LIGHTS					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
540694	447 - 610700 -		67.50	343543	230519
OPEN P/O FOR SUPPLIES FOR HARBOR LIGHTS					
540695	447 - 610700 -		21.84	343544	230519
OPEN P/O FOR SUPPLIES FOR HARBOR LIGHTS					
541098	815 - 610700 -		5.02	343585	MANUAL
541137	290 - 610700 -		5.07	343624	MANUAL
541138	290 - 610700 -		20.48	343625	MANUAL
541170	411 - 610700 -		6.14	343655	MANUAL
541172	411 - 610700 -		825.38	343656	MANUAL
541173	411 - 610700 -		122.55	343657	MANUAL
# of Claims			33	Vendor Payment Total	5,400.29
MANDAL CHYRSLER DODGE JEEP RAM					
540405	213 - 611300 -		251.32	343354	230112
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
# of Claims			1	Vendor Payment Total	251.32
MANDALS INC					
540048	315 - 615500 -		4.33	343000	226085
BLANKET PO FOR METAL CUTTING AND BENDING TO BE USED ON AN AS-NEEDED BASIS					
DURING FY22 (ESTIMATED PERIOD NOVEMBER 2021 - SEPTEMBER 2022)					
540048	315 - 615600 -		15.67	343000	226085
BLANKET PO FOR METAL CUTTING AND BENDING TO BE USED ON AN AS-NEEDED BASIS					
DURING FY22 (ESTIMATED PERIOD NOVEMBER 2021 - SEPTEMBER 2022)					
# of Claims			2	Vendor Payment Total	20.00

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
MAYER ELECTRIC SUPPLY					
540046	445 - 610700 -		513.33	342998	230147
OPEN P/O FOR ELECTRICAL PARTS FOR THE MARINA					
540342	415 - 624601 -		158.10	343294	230309
SUPPLIES					
# of Claims		2	Vendor Payment Total	671.43	
MICRO METHODS INC					
540302	815 - 620900 -		120.00	343254	230504
BLANKET PO FOR TESTING OF WATER SAMPLES TO BE USED DURING THE MONTHS OF NOV 2022 - JAN 2023 (EST)					
# of Claims		1	Vendor Payment Total	120.00	
MISSION COMMUNICATIONS					
541095	825 - 615800 -		8,841.00	343582	MANUAL
# of Claims		1	Vendor Payment Total	8,841.00	
MISSISSIPPI DELTA SHOWS LLC					
541174	447 - 620900 -		41,000.00	343658	230609
FURNISH AND OPERATE RIDES AND CONCESSION TRAILER FOR HARBOR LIGHTS COUNCIL APPROVAL ON 8-17-22					
# of Claims		1	Vendor Payment Total	41,000.00	
MOTOR VEHICLE FOR HIRE AUTHORITY					
539982	115 - 627700 -		8,015.75	342939	230003
FY23 CONTRIBUTION APPROVED DURING BUDGET 9-12-2022					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	1	Vendor Payment Total	8,015.75	
MS DEPT OF PUBLIC SAFETY					
539992	010 - 210800 -		3,260.80	342947	MANUAL
539993	010 - 507800 -		2,109.83	342948	MANUAL
	# of Claims	2	Vendor Payment Total	5,370.63	
MS POWER COMPANY					
541058	411 - 626002 -		143.30	343545	MANUAL
541059	411 - 626002 -		141.48	343546	MANUAL
541061	325 - 625100 -		115.63	343548	MANUAL
541062	411 - 626002 - 41130		64.82	343549	MANUAL
541063	411 - 626002 -		57.19	343550	MANUAL
541064	325 - 625100 -		140.51	343551	MANUAL
541065	325 - 625100 -		92.51	343552	MANUAL
541066	325 - 625100 -		197.97	343553	MANUAL
541067	325 - 625100 -		7,718.04	343554	MANUAL
541068	145 - 626002 -		3,348.04	343555	MANUAL
541069	411 - 626002 -		4,415.62	343556	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
541070	445 - 626002 -		2,487.88	343557	MANUAL
541071	445 - 626002 -		7,868.37	343558	MANUAL
541072	445 - 626002 -		298.33	343559	MANUAL
541073	445 - 626002 -		5,495.38	343560	MANUAL
541074	825 - 626002 -		76.15	343561	MANUAL
541075	815 - 626002 -		12,079.81	343562	MANUAL
541148	125 - 626002 -		5,676.07	343635	MANUAL
541148	213 - 626002 -		17,028.19	343635	MANUAL
541157	411 - 626002 - 41135		195.60	343642	MANUAL
541178	825 - 626002 -		6,214.38	343662	MANUAL
# of Claims			21	Vendor Payment Total	73,855.27
MS STATE TREASURER					
539991	010 - 210700 -		45,614.93	342946	MANUAL
# of Claims			1	Vendor Payment Total	45,614.93
MULTI SERVICE TECHNOLOGY SOLUTIONS INC					
539914	411 - 610700 -		149.99	342870	230424
INSIGNIA 40" LED TV					
539915	411 - 610700 -		119.98	342871	230594
ROCKETFISH TILTING TV MOUNT BB11128094					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
539915	411 - 610700 -		1,255.98	342871	230594
SAMSUNG UN75TU7000F 75" BB21490687					
539916	445 - 610700 -		29.98	342872	230083
WASSERSTEUB ANIT-THEFT MOUNG FOR NEST CAMERA					
539916	445 - 610700 -		79.98	342872	230083
GOOGLE NEST 10 M CABLE					
539916	445 - 610700 -		349.62	342872	230083
GOOGLE NEST CAM - 2 PACK					
# of Claims			6	Vendor Payment Total	1,985.53
MUNICIPAL EMERGENCY SERVICES					
539871	290 - 612500 -		427.88	342827	230290
74434 BROWN APEX PANTS					
539871	290 - 612500 -		4,455.00	342827	230290
74439 NAVY FAST TAC CARGO PANTS					
# of Claims			2	Vendor Payment Total	4,882.88
MYLES SHARP					
539899	115 - 626900 -		54.29	342855	MANUAL
# of Claims			1	Vendor Payment Total	54.29
NECAISE LOCKSMITH SERVICE INC					
539874	415 - 624601 -		12.50	342830	230308
SUPPLIES					
539944	445 - 610700 -		11.85	342900	230141
OPEN P/O FOR KEYS AND LOCKS FOR THE MARINA					
539961	290 - 612200 -		140.00	342917	MANUAL
540298	311 - 610700 -		3.25	343250	230498

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
BLANKET PO FOR AS-NEEDED LOCK SUPPLIES/REPAIRS FOR FY 2023 (EST PERIOD NOV 2022 - SEPT 2023)					
540298	815 - 610700 -		3.25	343250	230498
BLANKET PO FOR AS-NEEDED LOCK SUPPLIES/REPAIRS FOR FY 2023 (EST PERIOD NOV 2022 - SEPT 2023)					
540299	311 - 610700 -		1.62	343251	230498
BLANKET PO FOR AS-NEEDED LOCK SUPPLIES/REPAIRS FOR FY 2023 (EST PERIOD NOV 2022 - SEPT 2023)					
540299	815 - 610700 -		1.63	343251	230498
BLANKET PO FOR AS-NEEDED LOCK SUPPLIES/REPAIRS FOR FY 2023 (EST PERIOD NOV 2022 - SEPT 2023)					
540300	311 - 610700 -		2.75	343252	230498
BLANKET PO FOR AS-NEEDED LOCK SUPPLIES/REPAIRS FOR FY 2023 (EST PERIOD NOV 2022 - SEPT 2023)					
540300	815 - 610700 -		2.75	343252	230498
BLANKET PO FOR AS-NEEDED LOCK SUPPLIES/REPAIRS FOR FY 2023 (EST PERIOD NOV 2022 - SEPT 2023)					
540341	415 - 624601 -		165.00	343293	230308
SUPPLIES					
540374	213 - 611000 -		2.50	343323	230097
BLANKET PURCHASE ORDER FOR MISCELLANEOUS KEYS AND LOCKS					
540374	213 - 611300 -		2.50	343323	230097
BLANKET PURCHASE ORDER FOR MISCELLANEOUS KEYS AND LOCKS					
# of Claims		12	Vendor Payment Total	349.60	
NEWEDGE SERVICES LLC					
540408	815 - 620900 -		416.75	343357	230696
AS PER MASTER SERVICES AGREEMENT APPROVED BY COUNCIL 12/21/2021 (3 YR TERM: 1/6/22-1/5/25) -- CITYWORKS MONTHLY HOSTING CHARGES FOR FYE 2023 (DECEMBER 2022 - SEPTEMBER 2023)					
540408	825 - 620900 -		416.75	343357	230696
AS PER MASTER SERVICES AGREEMENT APPROVED BY COUNCIL 12/21/2021 (3 YR TERM: 1/6/22-1/5/25) -- CITYWORKS MONTHLY HOSTING CHARGES FOR FYE 2023 (DECEMBER 2022 - SEPTEMBER 2023)					
540408	811 - 620900 -		833.50	343357	230696

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
AS PER MASTER SERVICES AGREEMENT APPROVED BY COUNCIL 12/21/2021 (3 YR TERM: 1/6/22-1/5/25) -- CITYWORKS MONTHLY HOSTING CHARGES FOR FYE 2023 (DECEMBER 2022 - SEPTEMBER 2023)					
# of Claims		3	Vendor Payment Total	1,667.00	
NEXTRAQ LLC					
540284	815 - 620900 -		877.25	343236	230432
BLANKET PO FOR VEHICLE TRACKING SERVICES FOR FY 2023 (OCT 2022 - SEPT 2023)					
540284	825 - 620900 -		877.25	343236	230432
BLANKET PO FOR VEHICLE TRACKING SERVICES FOR FY 2023 (OCT 2022 - SEPT 2023)					
541097	815 - 620900 -		175.45	343584	MANUAL
# of Claims		3	Vendor Payment Total	1,929.95	
NORMA JEAN SOROE					
539979	611 - 622100 -		265.00	342934	230154
ALL TRANSCRIPTS FROM PC MEETINGS, ZB MEETINGS AND/OR CITY COUNCIL MEETINGS					
# of Claims		1	Vendor Payment Total	265.00	
O REILLY AUTO PARTS					
540006	290 - 611300 -		14.07	342960	230018
BLANKET PURCHASE ORDER FOR VEICLE MAINTENCE					
540385	213 - 611300 -		77.55	343334	230101
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
540386	213 - 611300 -		38.14	343335	230101
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
540393	213 - 611300 -		49.45	343342	230101
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
540400	213 - 611300 -		215.83	343349	230101
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
540401	213 - 611300 -		-119.18	343350	230101

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
540402	213 - 611300 -		49.26	343351	230101
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
540403	213 - 611300 -		69.02	343352	230101
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
# of Claims		8	Vendor Payment Total	394.14	
OCEAN MARINE GROUP					
540362	213 - 611300 -		105.99	343311	230670
ITEM# 3461086 / ANTENNA -AIS 36 S/S LOW PROFILE					
540362	213 - 611300 -		129.99	343311	230670
ITEM# 4151070 - VHF-UM385 WHITE CLASS D DSC (QUOTE 12/05/22)					
# of Claims		2	Vendor Payment Total	235.98	
ONE TIME VENDOR COMMUNITY CENTERS					
539964	010 - 505800 - 41142		100.00	342920	MANUAL
540264	010 - 505800 - 41143		175.00	343216	MANUAL
540266	010 - 505800 - 41139		100.00	343218	MANUAL
# of Claims		3	Vendor Payment Total	375.00	
PARTS AND SUPPLY INC					
540388	213 - 611300 -		246.65	343337	230118
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
# of Claims		1	Vendor Payment Total	246.65	
PERFORMANCE TIRE & WHEEL INC #1					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
540404	213 - 611300 -		572.00	343353	230098
BLANKET PURCHASE ORDER FOR MISCELLANEOUS AUTO PARTS					
# of Claims		1	Vendor Payment Total	572.00	
PHILLIPS BUILDING SUPPLY OF GPT INC					
539946	447 - 612200 -		349.28	342902	230585
OPEN P/O FOR LUMBER FOR HARBOR LIGHTS SHOW					
# of Claims		1	Vendor Payment Total	349.28	
QUALITY LOGO PRODUCTS INC					
540410	148 - 627800 -		29.00	343359	230207
SETUP CHARGE					
540410	148 - 627800 -		154.89	343359	230207
SHIPPING					
540410	148 - 627800 -		1,008.00	343359	230207
EASTER PAIRS W/ HANDLES					
# of Claims		3	Vendor Payment Total	1,191.89	
RADIOTRONICS INC					
540360	213 - 611300 -		191.71	343309	230599
ITEM# HA-WDM-4SRM-3 / FOR USED WITH LEGACY PRODUCTS WITH NEGATIVE TRIGGER					
SEALED DUAL WINDOW DROP MODULES (QUOTE 15515)					
# of Claims		1	Vendor Payment Total	191.71	
RAY ALLEN MANUFACTURING, LLC					
540391	213 - 610700 -		6.99	343340	230251
ITEM# 57-76-30 / RAY ALLEN GRIP-IT LINE - 30'					
540391	213 - 610700 -		25.99	343340	230251
ITEM# HS88422 / HERM SPRENGER 4MM SHORT S/S CHOKE CHAIN 22" (QUOTE RQ015672)					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
540392	213 - 610700 -		239.96	343341	230251
ITEM# 57-76-30 / RAY ALLEN GRIP-IT LINE - 30'					
# of Claims		3	Vendor Payment Total	272.94	
RICHARDSON ATHLETICS LLC					
539953	411 - 613100 -		299.88	342909	230383
2 SPIKE PITCHING RUBBER (OFFICIAL)					
539953	411 - 613100 -		665.52	342909	230383
PROFESSIONAL HOME PLATE WOOD BOTTOM					
539953	411 - 613100 -		879.96	342909	230383
STANDARD PITCHERS SCREEN					
# of Claims		3	Vendor Payment Total	1,845.36	
ROBERT KRISTIAN RIEMANN					
540010	100 - 640200 - 22025		12,082.00	342964	228529
AS PER ENGINEERING SERVICES AGREEMENT APPROVED BY COUNCIL 4/19/2022 --					
ENGINEERING SERVICES FOR BRICKYARD BAYOU DREDGE (TIDELANDS PROJECT)					
# of Claims		1	Vendor Payment Total	12,082.00	
SAMS CLUB CORP					
540348	213 - 610400 -		65.94	343300	230598
ITEM# 980035431 / MEMBERS MARK THERMAL RECEIPT PAPER ROLLS, 36 ROLLS					
# of Claims		1	Vendor Payment Total	65.94	
SCOTT BERTRAM					
540273	290 - 626900 -		92.00	343225	MANUAL
# of Claims		1	Vendor Payment Total	92.00	

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
SECURITY EQUIPMENT CORPORATON					
540349	213 - 610700 -		231.82	343301	230395
ITEM# 92PTM60-W / SABRE RED MK-9 16.0 OZ PHANTOM CELL BUSTER W/ HOSE AND WAND ATTACHMENT					
540349	213 - 610700 -		2,765.00	343301	230395
ITEM# 52CFT10 - SABRE RED MK-3 1.5 OZ OC SPRAY (QUOTE 11/01/22)					
# of Claims			2	Vendor Payment Total	2,996.82
SERGIO CASTILLO III					
540274	290 - 626900 -		230.00	343226	MANUAL
# of Claims			1	Vendor Payment Total	230.00
SIJ HOLDINGS, LLC					
539849	145 - 626100 -		83.52	342805	230210
BLANKET FOR LEGAL ADS FY 2023					
539881	145 - 626100 -		17.88	342837	230210
BLANKET FOR LEGAL ADS FY 2023					
539882	145 - 626100 -		14.76	342838	230210
BLANKET FOR LEGAL ADS FY 2023					
539883	145 - 626100 -		13.68	342839	230210
BLANKET FOR LEGAL ADS FY 2023					
539884	145 - 626100 -		13.32	342840	230210
BLANKET FOR LEGAL ADS FY 2023					
540390	215 - 625500 -		59.32	343339	230324
JOURNALISTIC SERVICES TO INCLUDE PAGE CHARGES FOR PUBLICATION - CODE ENFORCEMENT					
540406	215 - 625500 -		43.70	343355	230324
JOURNALISTIC SERVICES TO INCLUDE PAGE CHARGES FOR PUBLICATION - CODE ENFORCEMENT					
540670	145 - 626100 -		14.88	343519	230210

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
BLANKET FOR LEGAL ADS FY 2023					
540671	145 - 626100 -		14.76	343520	230210
BLANKET FOR LEGAL ADS FY 2023					
540672	145 - 626100 -		14.88	343521	230210
BLANKET FOR LEGAL ADS FY 2023					
540673	145 - 626100 -		15.00	343522	230210
BLANKET FOR LEGAL ADS FY 2023					
540674	145 - 626100 -		15.36	343523	230210
BLANKET FOR LEGAL ADS FY 2023					
540675	145 - 626100 -		14.40	343524	230210
BLANKET FOR LEGAL ADS FY 2023					
540676	145 - 626100 -		18.48	343525	230210
BLANKET FOR LEGAL ADS FY 2023					
541179	611 - 626100 -		180.10	343663	MANUAL
541181	611 - 626100 -		180.32	343665	MANUAL
541184	611 - 626100 -		43.20	343668	MANUAL
541186	611 - 626100 -		17.76	343669	MANUAL
541187	611 - 626100 -		124.22	343670	MANUAL
# of Claims		19	Vendor Payment Total	899.54	
SOUTH MS BUSINESS MACHINES INC					
540050	415 - 620900 -		123.00	343001	MANUAL
540050	213 - 620900 -		137.00	343001	MANUAL
540326	411 - 620900 -		176.51	343278	MANUAL
540328	411 - 620900 -		49.00	343280	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	4	Vendor Payment Total	485.51	
SOUTHERN PIPE & SUPPLY CO					
539870	290 - 611000 -		68.64	342826	230641
AF2020H 20X20X1 AIR FILTERS					
539985	415 - 624601 -		31.83	342940	230311
SUPPLIES					
540275	815 - 616700 -		9.86	343227	230457
2" GALV. ELBOW, 90 DEGREE, FPT					
540276	815 - 616700 -		39.30	343228	230457
RESTOCK INVENTORY -- 1-1/4" X 3/4" GALV. BUSHING, MPT-FPT					
540276	815 - 616700 -		39.44	343228	230457
2" GALV. ELBOW, 90 DEGREE, FPT					
540276	815 - 616700 -		43.80	343228	230457
1" GALV. UNION FPT					
540276	815 - 616700 -		145.20	343228	230457
2" GALV. TEE, FPT					
540276	815 - 616700 -		150.30	343228	230457
1" GALV. DRESSER COUPLING					
540276	815 - 616700 -		207.20	343228	230457
1" GALV. NIPPLE, 6"L					
540277	815 - 616700 -		674.45	343229	230592
6" MJ ACCES KIT					
540277	815 - 616700 -		758.45	343229	230592
8" MJ ACCES KIT					
540277	815 - 616700 -		1,483.65	343229	230592
8" RETAINER, J					
540277	815 - 616700 -		1,565.20	343229	230592
AS PER BID GROUP J1 APPROVED BY COUNCIL 12/21/21 ***VENDORS CANNOT HONOR BID					
PRICING, SO QUOTES REQUESTED - SEE ATTACHED -- 6" RETAINER, MJ					
	# of Claims	13	Vendor Payment Total	5,217.32	

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
SOUTHERN TIRE MART LLC					
539861	290 - 611300 -		5.59	342817	230092
199 WASTE TIRE FEE					
539861	290 - 611300 -		19.55	342817	230092
210 TIRE DISPOSAL					
539861	290 - 611300 -		22.20	342817	230092
250 VALVE STEMSFET					
539861	290 - 611300 -		111.70	342817	230092
LABOR					
539861	290 - 611300 -		1,453.60	342817	230092
11R22.5/16 TIRES W/O 2500110543					
540361	213 - 611300 -		800.00	343310	230563
17" OEM WHEELS - USED 900PLM (QUOTE 2591331)					
# of Claims		6	Vendor Payment Total	2,412.64	
SOUTHERN WATERWORKS SUPPLY, INC.					
540329	815 - 616700 -		105.00	343281	230549
SECTION XIII, 3", ITEM 3: 1-1/4" X 3" REPAIR CLAMP					
540329	815 - 616700 -		157.50	343281	230549
SECTION XIII, 6", ITEM 4: 1-1/2" X 6" REPAIR CLAMP					
540329	815 - 616700 -		252.00	343281	230549
SECTION XIII, 3", ITEM 4: 1-1/2" X 3" REPAIR CLAMP					
# of Claims		3	Vendor Payment Total	514.50	
SPHERION STAFFING, LLC					
539902	811 - 620900 -		367.50	342858	MANUAL
# of Claims		1	Vendor Payment Total	367.50	
SPORTSENGINE					
539950	411 - 620900 -		35.00	342906	230401

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
OPEN P/O FOR BACKGROUND CHECKS FOR COACHES AND VOLUNTEERS					
# of Claims		1	Vendor Payment Total	35.00	
STATE FIRE ACADEMY					
539885	290 - 622300 -		85.83	342841	MANUAL
539886	290 - 622300 -		85.83	342842	MANUAL
# of Claims		2	Vendor Payment Total	171.66	
STONE COUNTY BOARD OF SUPERVISORS					
540030	213 - 623500 -		2,580.00	342983	MANUAL
# of Claims		1	Vendor Payment Total	2,580.00	
SUB-AQUATICS INC					
540668	290 - 610700 -		20.00	343517	230624
712SSTIP TIPS					
540668	290 - 610700 -		45.00	343517	230624
712SSKNOB KNOB & SEAT					
540668	290 - 610700 -		60.43	343517	230624
6347-3-3 NIPPLE TEFLON TIPS					
540668	290 - 610700 -		66.00	343517	230624
YVAKIT SOFT PARTS FO YVA SERIES VALVES					
540668	290 - 610700 -		389.00	343517	230624
415 REGULATOR FOR AIR COMPRESSORS					
# of Claims		5	Vendor Payment Total	580.43	
SUDDEN SERVICE INC					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
540029	213 - 610100 -		1,566.12	342982	MANUAL
		# of Claims	1	Vendor Payment Total	1,566.12
SUN COAST BUSINESS SUPPLY INC					
539867	290 - 610400 -		61.46	342823	230622
MIIMDS3001 AUTOMATIC UPPER ARM BLOOD PRESSURE MONITOR					
539867	290 - 610400 -		160.36	342823	230622
AVE47961 DURABLE CLEAR FRONT REPORT COVER BLUE					
539935	411 - 610100 -		13.66	342891	230461
WINDEX CLEANER 1 GALLON					
539935	411 - 610700 -		26.84	342891	230461
PAPER TOWEL 11X8 2 PLY					
539935	411 - 610700 -		27.20	342891	230461
16.9 OZ BOTTLED WATER CASE					
539935	411 - 610400 -		37.62	342891	230461
6" PAPER PLATES 100/PK					
539935	411 - 610100 -		41.60	342891	230461
MOP HEAD MEDIUM					
539935	411 - 610700 -		43.90	342891	230461
NAPKINS					
539935	411 - 610400 -		44.90	342891	230461
CASE OF COPY PAPER					
539935	411 - 610700 -		69.98	342891	230461
SUGAR CANISTERS 20 OZ					
539935	411 - 610100 -		77.88	342891	230461
LEMON PINE SOL					
539935	411 - 610700 -		79.96	342891	230461
LARGE 3 COMPARTMENT FOAM CONTAINERS					
539935	411 - 610700 -		103.92	342891	230461
MULTI FOLD PAPER TOWELS WHITE					
539936	411 - 610100 -		28.86	342892	230568
WHITE MULTI FOLD PAPER					
539936	447 - 610700 -		46.08	342892	230568

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
ROLLS OF 2/14 THERMAL PAPER					
539936	411 - 610100 -		53.44	342892	230568
TOILET TISSUE					
539936	411 - 610400 -		79.98	342892	230568
HP BLACK TONER					
539936	411 - 610400 -		95.98	342892	230568
YELLOW TONER					
539936	411 - 610400 -		95.98	342892	230568
CYAN					
539936	411 - 610400 -		95.98	342892	230568
MAGNENTA TONER					
539957	411 - 610100 -		23.39	342913	230462
JUMBO BATH TISSUE					
539957	411 - 610100 -		28.86	342913	230462
TOWELS 9.2 X 9.4 WHITE					
539957	411 - 610100 -		51.00	342913	230462
DISINFECTANT WIPES					
539974	411 - 610700 -		43.96	342929	230461
GALLON SIZE BAG - 250 CLEAR FOR SR CENTER					
539976	411 - 610100 -		85.96	342931	230463
CLOROX WIPES					
539976	411 - 610100 -		126.30	342931	230463
DISINFECTANT WIPES - PAIL					
539976	411 - 610100 -		140.34	342931	230463
JUMBO BATH TISSUE 9"					
539976	411 - 610100 -		178.00	342931	230463
ANTIBACTERIAL SOAP					
540002	145 - 610400 -		17.85	342956	230678
ITEM: REDC1731, MONTHLY DEST PAD CALENDAR, 22X17, WHITE/BURGUNDY SHEETS, BLACK BINDING, VLACK CORNERS, 12 MONTH (JAN TO DEC):2023					
540002	811 - 610400 -		21.42	342956	230678
ITEM: REDC1731, MONTHLY DEST PAD CALENDAR, 22X17, WHITE/BURGUNDY SHEETS, BLACK BINDING, VLACK CORNERS, 12 MONTH (JAN TO DEC):2023					
540002	145 - 610700 -		47.42	342956	230678
ITEM: KCC47031, SCOTT, CHOOSE-A-SHEET MAEGA KITCHEN ROLL PAPER TOWELS, 1-PLY, 4.8 X 11, WHITE, 102/ROLL, 24/CARON					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
540002	811 - 610700 -		47.42	342956	230678
ITEM: KCC47031, SCOTT, CHOOSE-A-SHEET MAEGA KITCHEN ROLL PAPER TOWELS, 1-PLY, 4.8 X 11, WHITE, 102/ROLL, 24/CARON					
540280	815 - 610700 -		26.56	343232	230564
ITEM #31128: PEN, GEL RBAL FNE 8/ST, AST					
540281	815 - 610700 -		8.97	343233	230564
ITEM #UBR658U0824: STANDARD PUSH PINS, PLASTIC, CLEAR, 0.44", 200/PACK					
540281	815 - 610700 -		16.37	343233	230564
ITEM #UNV08865: DESK HIGHLIGHTERS, FLUORESCENT PINK INK, CHISEL TIP, PINK BARREL, DOZEN					
540281	815 - 610700 -		16.59	343233	230564
ITEM #UNV08862: DESK HIGHLIGHTERS, FLUORESCENT GREEN INK, CHISEL TIP, GREEN BARREL, DOZEN					
540281	815 - 610700 -		16.62	343233	230564
ITEM #UNV08863: DESK HIGHLIGHTERS, FLUORESCENT ORANGE INK, CHISEL TIP, ORANGE BARREL, DOZEN					
540281	815 - 610700 -		16.68	343233	230564
ITEM #PURW240000 (SCBPURW240000): BRILLO HOTEL SIZE SOAP PAD					
540281	815 - 610700 -		18.23	343233	230564
ITEM #UNV08864: DESK HIGHLIGHTERS, FLUORESCENT BLUE INK, CHISEL TIP, BLUE BARREL, DOZEN					
540281	815 - 610700 -		21.84	343233	230564
ITEM #UNV79000VP: STANDARD CHISEL POINT STAPLES, 0.25" LEG, 0.5" CROWN, STEEL, 5,000/BOX, 5 BOXES/PACK, 25,000/PACK					
540281	815 - 610700 -		38.86	343233	230564
ITEM #UNV08866: DESK HIGHLIGHTER VALUE PACK, FLUORESCENT YELLOW INK, CHISEL TIP, YELLOW BARREL, 36/PACK					
540281	815 - 610700 -		39.21	343233	230564
ITEM #HOD139: RECYCLED DESK PAD CALENDAR, EARTHSCAPES SEASONAL ARTWORK, 22 X 17, BLACK BINDING/CORNERS, 12-MONTH (JAN - DEC): 2023					
540281	815 - 610700 -		45.21	343233	230564
ITEM #UNV75616: CORRECTION TAPE DISPENSER, NON-REFILLABLE, TRANSPARENT RED APPLICATOR, 0.2" X 315", 10/PACK					
540281	815 - 610700 -		45.98	343233	230564
ITEM #AVE07887: MARKS A LOT REGULAR DESK-STYLE PERMANENT MARKER, BROAD CHISEL TIP, RED, DOZEN (7887)					
540281	815 - 610700 -		51.95	343233	230564

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
ITEM #SAN38202: CHISEL TIP PERMANENT MARKER, MEDIUM CHISEL TIP, RED, DOZEN					
540281	815 - 610700 -		53.54	343233	230564
ITEM #AVE98206: MARKS A LOT LARGE DESK-STYLE PERMANENT MARKER VALUE PACK, BROAD CHISEL TIP, BLACK, 36/PACK (98206)					
540281	815 - 610700 -		66.53	343233	230564
ITEM #UNV43724: DRY ERASE BOARD, MELAMINE, 48 X 36, WHITE, BLACK/GRAY, ALUMINUM/PLASTIC FRAME					
540281	815 - 610700 -		71.23	343233	230564
ITEM #KCC13217: ESSENTIAL 100% RECYCLED FIBER SRB BATHROOM TISSUE, SEPTIC SAFE, 2-PLY, WHITE, 506 SHEETS/ROLL, 80 ROLLS/CARTON					
540281	815 - 610700 -		81.79	343233	230564
ITEM #BWK365LCT: GENERAL PURPOSE VINYL GLOVES, POWDER/LATEX-FREE, 2.6MIL, LARGE, CLEAR, 100/BOX, 10 BOXES/CARTON					
540281	815 - 610700 -		166.01	343233	230564
ITEM #IVR10016: COMPRESSED AIR DUSTER CLEANER, 10 OZ CAN, 6/PACK					
540281	815 - 610700 -		187.76	343233	230564
RESTOCK OFFICE SUPPLIES -- ITEM #HOD164: RECYCLED TWO-COLOR MONTHLY DESK PAD CALENDAR WITH NOTES SECTION, 22 X 17, BLUE BINDING/CORNERS, 12-MONTH (JAN-DEC): 2023					
540281	815 - 610700 -		199.15	343233	230564
ITEM #RAC74828CT: DISINFECTANT SPRAY, CRISP LINEN, 19 OZ AEROSOL SPRAY, 12/CARTON					
540281	815 - 610700 -		259.99	343233	230564
ITEM #DURMN1604BKD: COPPERTOP ALKALINE 9V BATTERIES, 12/BOX					
540281	815 - 610700 -		274.18	343233	230564
ITEM #DURMN2400BKD: POWER BOOST COPPERTOP ALKALINE AAA BATTERIES, 144/CARTON					
540281	815 - 610700 -		290.95	343233	230564
ITEM #DURMN1500BKD: POWER BOOST COPPERTOP ALKALINE AA BATTERIES, 144/CARTON					
540281	815 - 610700 -		333.49	343233	230564
ITEM #DURMN1300BKD: COPPERTOP ALKALINE D BATTERIES, 72/CARTON					
540281	815 - 610700 -		339.53	343233	230564
ITEM #DURMN1400: COPPERTOP ALKALINE C BATTERIES 72/CARTON					
540281	815 - 610700 -		485.09	343233	230564
ITEM #UNV21200: COPY PAPER, LETTER SIZE, 8-1/2 X 11, WHITE, 500/REAM, 10 REAMS/CARTON					
540281	815 - 610700 -		930.07	343233	230564
ITEM #BWK526: LOW DENSITY REPRO CAN LINERS, 60 GAL, 2 MIL, 38" X 58", BLACK, 10 BAGS/ROLL, 10 ROLLS/CARTON					
540379	213 - 610400 -		15.98	343328	230318

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
PRE-INKED, RED COLOR, DUE STAMP (QUOTE 10/20/22)					
540379	213 - 610400 -		23.99	343328	230318
CUSTOM DATE STAMP, ACCEPTED, DATE, CHIEF OF POLICE					
540379	213 - 610400 -		37.32	343328	230318
ITEM# SAN27145 / SHARPIE POCKET STYLE HIGHLIGHTERS, ASSORTED COLORS					
540379	213 - 610400 -		79.20	343328	230318
ITEM# BICGSM11BE / BIC ROUND STICK BALLPOINT PEN, BLUE INK, DOZEN					
540379	213 - 610400 -		1,178.00	343328	230318
ARCHIVE STORAGE, GRAY BOX/BINDER COMBO					
540380	213 - 610400 -		-31.98	343329	230318
540381	213 - 610400 -		15.98	343330	230318
PRE-INKED, RED COLOR, DUE STAMP (QUOTE 10/20/22)					
540381	213 - 610400 -		23.99	343330	230318
CUSTOM DATE STAMP, ACCEPTED, DATE, CHIEF OF POLICE					
540389	213 - 610400 -		23.99	343338	230191
ITEM# TRODAT46040 / NOTARY SEAL STAMPS					
540682	411 - 610400 -		44.90	343531	230568
CASE OF 8 1/2 X 11 WHITE PAPER					
541149	611 - 610400 -		10.54	343636	230709
SAN80653: LOW-ODOR DRY ERASE MARKER STARTER SET, BROAD CHISEL TIP, ASSORTED COLORS, 4/SET					
541149	811 - 610400 -		487.40	343636	230709
UNV21200: COPY PAPER, LETTER SIZE, 8/1X11 WHITE, 500/REAM					
541149	611 - 610400 -		487.40	343636	230709
UNV21200: COPY PAPER, LETTER SIZE, 8/1X11 WHITE, 500/REAM					
# of Claims			72	Vendor Payment Total	8,596.59
SUN GRAPHIC TECHNOLOGIES, INC					
540032	411 - 610700 -		416.31	342985	230314
PARKING DECALS - INSIDE MOUNT FOR MARINA					
540034	445 - 610700 -		381.31	342987	230314
PARKING DECALS - OUTSIDE FOR MARINA					
540035	445 - 610700 -		427.87	342988	230314

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
DASHBOARD TEMP PARKING PERMITS FOR MARINA					
# of Claims		3	Vendor Payment Total	1,225.49	
SUNBELT FIRE INC					
539859	290 - 610700 -		10,072.00	342815	230177
MSA10156424 4500 PSI 45 MIN LP CARBON THREADED CYLINDER MSA MS STATE CONTRACT # 8200064758					
539860	290 - 612500 -		3,920.00	342816	230177
GLOBE SUPREME LEATHER BOOTS					
539863	290 - 612500 -		1,000.00	342819	230177
INNOTEX GRAY 25 PARTICULATE HOOD MS STATE CONTRACT INNOTEX 8200061288					
539863	290 - 612500 -		1,160.00	342819	230177
INNOTEX G885S GLOVES MS STATE CONTRACT INNOTEX 8200061288					
539863	290 - 610700 -		2,360.00	342819	230177
MSA G1 FACEPIECE, 4 PT HEAD HARNESS MSA MS STATE CONTRACT # 8200064758					
539866	290 - 611300 -		7.42	342822	230618
E0448035 CRIMP SLEEVE OVAL .125					
539866	290 - 611300 -		119.01	342822	230618
E0240117 .125 NYLON COATED CABLE					
540007	290 - 610700 - 23001		195.00	342961	230176
RT2395001030 RUTH LEE 110 LB ADULT TRAINING MANIKIN					
540007	290 - 622300 - 23001		1,050.00	342961	230176
RT2395001030 RUTH LEE 66 LB LIGHT ADULT TRAINING MANIKIN UNDER SMPDD GRANT 22 3522 32 569 APPROVED BY COUNCIL 09/20/2022					
540007	290 - 622300 - 23001		1,060.00	342961	230176
RT2395001030 RUTH LEE 110 LB ADULT TRAINING MANIKIN					
# of Claims		10	Vendor Payment Total	20,943.43	
SUNBELT RENTALS INC					
539855	148 - 627800 -		1.23	342811	230066
ITEM ENVIRONMENTAL, ENVIRONMENTAL/HAZMAT FEE 2133XXX000					
539855	148 - 627800 -		14.85	342811	230066
RENTAL PROTECTION PLAN					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
539855	148 - 627800 -		99.00	342811	230066
CABLE RAMPS					
539856	148 - 627800 -		20.85	342812	230066
ITEM ENVIRONMENTAL, ENVIRONMENTAL/HAZMAT FEE 2133XXX000					
539856	148 - 627800 -		67.33	342812	230066
ITEM DLPKSRCHG TRANSPORTATION SURCHARGE					
539856	148 - 627800 -		134.65	342812	230066
DELIVERY CHARGE					
539856	148 - 627800 -		134.65	342812	230066
PICKUP CHARGE					
539856	148 - 627800 -		160.39	342812	230066
RENTAL PROTECTION PLAN					
539856	148 - 627800 -		430.90	342812	230066
2000 WATT INVERTER GENERATOR 0080012					
539856	148 - 627800 -		638.36	342812	230066
4000W NARROW VERTICAL MAST LIG 0120405					
540660	148 - 627800 -		-25.85	343509	230074
540662	148 - 627800 -		9.06	343511	230074
ITEM ENVIRONMENTAL, ENVIRONMENTAL/HAZMAT FEE 2133XXX000					
540662	148 - 627800 -		55.20	343511	230074
TIEM DLPKSRCHG TRANSPORTATION SURCHARGE					
540662	148 - 627800 -		69.75	343511	230074
RENTAL PROTECTION PLANN					
540662	148 - 627800 -		115.00	343511	230074
DELIVERY CHARGE					
540662	148 - 627800 -		115.00	343511	230074
PICKUP CHARGE					
540662	148 - 627800 -		465.00	343511	230074
4000W NARROW BERTICAL MAST LIG 0120405					
# of Claims			17	Vendor Payment Total	2,505.37
THE LINCOLN NATIONAL LIFE INSURANCE COMPANY					
539893	144 - 602500 -		8.00	342849	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
539893	825 - 602500 -		8.00	342849	MANUAL
539893	146 - 602500 -		24.00	342849	MANUAL
539893	445 - 602500 -		32.00	342849	MANUAL
539893	111 - 602500 -		48.00	342849	MANUAL
539893	313 - 602500 -		48.00	342849	MANUAL
539893	315 - 602500 -		56.00	342849	MANUAL
539893	135 - 602500 -		64.00	342849	MANUAL
539893	115 - 602500 -		66.74	342849	MANUAL
539893	325 - 602500 -		80.00	342849	MANUAL
539893	150 - 602500 -		88.00	342849	MANUAL
539893	145 - 602500 -		104.00	342849	MANUAL
539893	811 - 602500 -		112.00	342849	MANUAL
539893	125 - 602500 -		144.00	342849	MANUAL
539893	611 - 602500 -		176.00	342849	MANUAL
539893	411 - 602500 -		397.46	342849	MANUAL
539893	290 - 602500 -		1,205.37	342849	MANUAL
539893	213 - 602500 -		1,320.00	342849	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	18	Vendor Payment Total	3,981.57	
THOMSON REUTERS WEST PUBLISHING CORP					
539983	135 - 621900 -		61.66	342937	MANUAL
539984	135 - 621900 -		597.45	342938	MANUAL
	# of Claims	2	Vendor Payment Total	659.11	
TODD HARMAN					
540041	611 - 627900 -		3.00	342995	230685
JUDGMENT CANCELLATION					
540041	447 - 610700 -		26.75	342995	230685
DOLLAR TREE					
540041	213 - 624500 -		30.00	342995	230685
DEPARTMENT OF REVENUE STATE OF MS					
540041	447 - 610700 -		44.49	342995	230685
BIG LOTS					
540041	815 - 610700 -		45.00	342995	230685
KENS HARDWARE AND MARINE					
540041	447 - 610700 -		45.30	342995	230685
SHERWIN-WILLIAMS					
540041	290 - 610700 -		130.40	342995	230685
LOWES					
	# of Claims	7	Vendor Payment Total	324.94	
TONY'S PIZZA					
539913	148 - 627800 -		50.00	342869	230423
CHEESE PIZZA					
539913	148 - 627800 -		58.75	342869	230423
PEPPERONI PIZZA					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	2	Vendor Payment Total	108.75	
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS I					
539986	135 - 620900 - 95628		75.00	342941	MANUAL
540038	213 - 621700 -		1,030.00	342991	MANUAL
	# of Claims	2	Vendor Payment Total	1,105.00	
TYLER J PRICE					
539887	290 - 622300 -		40.00	342843	MANUAL
	# of Claims	1	Vendor Payment Total	40.00	
TYLER TECHNOLOGIES, INC.					
540003	150 - 621700 -		2,003.44	342957	230663
POSTAL XPRESS LORTON 01/01/2023 TO 12/31/2023 UTILITY BILLING					
	# of Claims	1	Vendor Payment Total	2,003.44	
TYREE A DAVIS					
541140	411 - 620900 -		800.00	343627	MANUAL
	# of Claims	1	Vendor Payment Total	800.00	
U S POSTAL SERVICE					
540663	811 - 625700 -		332.00	343512	230690
12 MTH RENEWAL FEE FOR PO BOX JJ 39502					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	1	Vendor Payment Total	332.00	
ULINE, INC.					
540367	213 - 610400 -		532.18	343316	230554
ITEM# S-9880B / ECONOMY STORAGE FILE BOX - 24X15X10					
	# of Claims	1	Vendor Payment Total	532.18	
UNIVERSALCOM					
540023	447 - 620900 -		250.00	342976	230521
OPEN P/O TO UPDATE PHONE SYSTEM MENU					
	# of Claims	1	Vendor Payment Total	250.00	
US POSTAL SERVICE					
540656	811 - 625700 -		70,000.00	343505	230691
POSTAGE FOR MAILING OF WATER BILLS					
	# of Claims	1	Vendor Payment Total	70,000.00	
VARSITY BRANDS HOLDING CO, INC					
539951	411 - 613100 -		50.83	342907	230538
WHISTLES					
539951	411 - 613100 -		73.77	342907	230538
REFEREE SHIRT AM					
539951	411 - 613100 -		73.77	342907	230538
REFEREE SHIRT AL					
539951	411 - 613100 -		299.97	342907	230538
BASKETBALLS					
539951	411 - 613100 -		307.35	342907	230538
SCOREBOOKS					
539951	411 - 613100 -		1,290.76	342907	230538

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
BASKETBALLS					
	# of Claims	6	Vendor Payment Total	2,096.45	
VISION SERVICE PLAN INSURANCE CO					
539889	001 - 214350 -		27.28	342845	MANUAL
539890	001 - 214350 -		13,759.58	342846	MANUAL
	# of Claims	2	Vendor Payment Total	13,786.86	
VOLKERT INC					
541143	367 - 640200 - 22019		12,374.64	343630	227469
AS PER ENGINEERING SERVICES AGREEMENT APPROVED BY COUNCIL 11/6/2021 -- ENGINEERING SERVICES RELATED TO THE MIMA PAVING PROJECT					
541144	367 - 640200 - 22019		783.94	343631	227469
AS PER ENGINEERING SERVICES AGREEMENT APPROVED BY COUNCIL 11/6/2021 -- ENGINEERING SERVICES RELATED TO THE MIMA PAVING PROJECT					
	# of Claims	2	Vendor Payment Total	13,158.58	
W. W. GRAINGER, INC					
540684	415 - 624601 -		157.85	343533	230387
THROUGH THE WALL EXHAUST FAN					
	# of Claims	1	Vendor Payment Total	157.85	
WARREN PAVING INC					
540285	311 - 613800 -		219.81	343237	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)					
540286	311 - 613800 -		284.99	343238	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)					
540287	311 - 613800 -		362.65	343239	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)					
540288	311 - 613800 -		225.18	343240	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)					
540289	311 - 613800 -		141.50	343241	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)					
540290	311 - 613800 -		174.83	343242	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)					
540291	311 - 613800 -		136.74	343243	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)					
540292	311 - 613800 -		552.40	343244	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)					
540293	311 - 613800 -		312.94	343245	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)					
540294	311 - 613800 -		322.47	343246	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)					
540295	311 - 613800 -		311.58	343247	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)					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	11	Vendor Payment Total	3,045.09	
WASTE MANAGEMENT OF MS					
540012	815 - 627200 -		282.26	342966	MANUAL
540013	850 - 627100 -		2,629.59	342967	MANUAL
540015	850 - 627100 -		1,988.85	342968	MANUAL
	# of Claims	3	Vendor Payment Total	4,900.70	
WASTE PRO OF MISSISSIPPI					
539956	447 - 620900 -		213.00	342912	230561
OPEN P/O FOR DUMPSTER FOR HARBOR LIGHTS SHOW					
540011	815 - 626700 -		67.76	342965	MANUAL
540011	815 - 620900 -		292.74	342965	MANUAL
541084	411 - 620900 -		773.69	343571	MANUAL
541085	311 - 626700 -		37.76	343572	MANUAL
541086	850 - 627100 -		2,927.55	343573	MANUAL
541087	411 - 620900 -		232.50	343574	MANUAL
541088	411 - 620900 -		92.65	343575	MANUAL
541089	411 - 620900 -		83.57	343576	MANUAL
541090	411 - 620900 -		175.00	343577	MANUAL

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
	# of Claims	10	Vendor Payment Total	4,896.22	
WEAVER ELECTRIC INC					
539940	411 - 620900 -		2,600.00	342896	230449
EQUIPMENT TO REPAIR LIGHTS AT SOCCER FIELDS 1-4 AT SPORTSPLEX					
10 BALLASTS, 16 LAMPS, 40 FUSES					
539940	411 - 620900 -		3,059.00	342896	230449
MATERIALS TO REPAIR LIGHTS AT SOCCER FIELDS 1-4 AT SPORTSPLEX					
10 BALLASTS, 16 LAMPS, 40 FUSES					
539940	411 - 620900 -		4,800.00	342896	230449
AS PER UNIT PRICE CONTRACT COUNCIL APPROVED ON 08/18/2020, LABOR AND EQUIPMENT					
TO REPAIR SPORTS LIGHTS AT SOCCER FIELDS 1-4 AT SPORTSPLEX					
539943	411 - 620900 -		2,300.00	342899	230560
BUCKET TRUCK					
539943	411 - 620900 -		4,480.00	342899	230560
AS PER UNIT PRICE CONTRACT COUNCIL APPROVED ON 8/18/20					
REPAIR SPORTS LIGHTS AND BAD UNDERGROUND AT VA SOCCER COMPLEX					
540017	411 - 620900 -		900.00	342971	230595
EQUIPMENT					
540017	411 - 620900 -		1,200.00	342971	230595
MATERIALS (SEE QUOTE ATTACHED)					
540017	411 - 620900 -		2,400.00	342971	230595
COUNCIL APPROVAL OF UNIT PRICE CONTRACT 8/18/20, LABOR FOR REPAIRS TO BASEBALL					
AND SOFTBALL FIELDS AT SPORTSPLEX					
540026	345 - 640100 - 02820		78.00	342979	226224
AS PER COUNCIL APPROVAL 11/17/21, BERT JONES HARBOR PAVILIONS AND LIGHTHOUSE					
LIGHTING UPGRADES AND REPLACEMENTS					
540026	445 - 612200 -		192.31	342979	226224
AS PER COUNCIL APPROVAL 11/17/21, BERT JONES HARBOR PAVILIONS AND LIGHTHOUSE					
LIGHTING UPGRADES AND REPLACEMENTS					
540026	345 - 640100 - 02824		11,491.69	342979	226224
AS PER COUNCIL APPROVAL 11/17/21, BERT JONES HARBOR PAVILIONS AND LIGHTHOUSE					
LIGHTING UPGRADES AND REPLACEMENTS					
	# of Claims	11	Vendor Payment Total	33,501.00	

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
WHITNEY NATIONAL BANK					
539988	611 - 626900 -		2.75	342943	230676
CARD TWELVE					
539988	150 - 610400 -		23.53	342943	230676
CARD SIXTEEN					
539988	135 - 610400 -		24.07	342943	230676
CARD FIFTEEN					
539988	611 - 627900 -		28.00	342943	230676
CARD FIFTEEN					
539988	148 - 626900 -		30.00	342943	230676
CARD SEVENTEEN					
539988	411 - 610700 -		32.06	342943	230676
CARD SIXTEEN					
539988	145 - 625700 -		40.88	342943	230676
CARD FIFTEEN					
539988	145 - 610400 -		55.02	342943	230676
CARD SIXTEEN					
539988	213 - 611000 -		58.75	342943	230676
CARD SIXTEEN					
539988	145 - 610700 -		60.30	342943	230676
CARD FIFTEEN					
539988	135 - 627900 -		61.00	342943	230676
CARD FIFTEEN					
539988	213 - 626900 -		89.26	342943	230676
CARD THREE					
539988	115 - 621900 -		111.00	342943	230676
RICHARD KOSLOSKI					
539988	411 - 610700 -		120.00	342943	230676
CARD ELEVEN					
539988	290 - 610700 -		138.87	342943	230676
CARD SIXTEEN					
539988	290 - 610400 -		159.90	342943	230676
CARD FIFTEEN					
539988	325 - 610700 -		163.96	342943	230676

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
CARD FIFTEEN 539988	611 - 621900 -		175.00	342943	230676
CARD FIFTEEN 539988	815 - 610700 -		219.80	342943	230676
CARD FIFTEEN 539988	145 - 626900 -		230.00	342943	230676
CARD SEVENTEEN 539988	145 - 622300 -		258.00	342943	230676
CARD FIFTEEN 539988	213 - 610400 -		281.93	342943	230676
CARD SIXTEEN 539988	213 - 626900 -		309.27	342943	230676
CARD TWO 539988	213 - 626900 -		323.49	342943	230676
CARD ONE 539988	213 - 610700 -		404.50	342943	230676
CARD TWO 539988	115 - 626001 -		419.11	342943	230676
CARD THIRTEEN 539988	290 - 610700 -		469.00	342943	230676
CARD FIFTEEN 539988	213 - 612500 -		469.89	342943	230676
CARD FIFTEEN 539988	115 - 610700 -		487.21	342943	230676
CARD THIRTEEN 539988	115 - 622100 -		604.75	342943	230676
CARD THIRTEEN 539988	213 - 622300 -		635.00	342943	230676
CARD FOUR 539988	111 - 626900 -		681.90	342943	230676
BILLY HEWES 539988	213 - 622300 -		1,034.00	342943	230676
CARD ONE 539988	213 - 626900 -		1,201.75	342943	230676
CARD FIVE					

Vendor

Voucher	Org-Object-Project	Account Description	Amount Claim	Invoice	PO #
Item Description					
539988	100 - 630100 - 23009		1,278.68	342943	230676
CARD FIFTEEN					
539988	115 - 626900 -		1,664.49	342943	230676
MYLES SHARP					
539988	213 - 626900 -		1,700.34	342943	230676
CARD FOUR					
539988	115 - 626900 -		1,859.64	342943	230676
FB RUSTY WALKER IV					
539988	115 - 626900 -		2,030.00	342943	230676
CARD THIRTEEN					
539988	290 - 622300 -		2,210.00	342943	230676
CARD SIX					
539988	147 - 621900 -		2,477.10	342943	230676
CARD SIXTEEN					
539988	213 - 610700 -		2,618.80	342943	230676
CARD SIXTEEN					
539988	447 - 620900 -		2,716.91	342943	230676
CARD SIXTEEN					
539988	155 - 620900 -		4,892.08	342943	230676
CARD SIXTEEN					
539988	447 - 610700 -		5,351.50	342943	230676
CARD FIFTEEN					
539988	290 - 622300 -		8,399.35	342943	230676
CARD SEVEN					
# of Claims		46	Vendor Payment Total	46,602.84	
WILLIAM CAREY COLLEGE					
540358	213 - 622300 -		35.00	343307	230600
REGISTRATION FOR J DUCRE TO ATTEND 2023 CAREY CAREER FAIR IN HATTIESBURG, MS					
03/09/23					
# of Claims		1	Vendor Payment Total	35.00	

Vendor**Voucher****Org-Object-Project****Account Description****Amount Claim****Invoice****PO #****Item Description****Total # of Claims****1,001****Grand Total****1,856,911.45****12/21/2022**

Vendor**Voucher****Org-Object-Project****Account Description****Amount Claim****Invoice****PO #****Item Description**

Vendor**Voucher****Org-Object-Project****Account Description****Amount Claim****Invoice****PO #****Item Description**

Vendor**Voucher****Org-Object-Project****Account Description****Amount Claim****Invoice****PO #****Item Description**

City of Gulfport Department - Org Code Index

Org Code	Description	Org Code	Description
111	Executive - Mayor	511	Community Development Block Grant
115	Legislative - Council	512	Urban Development Action Grant
125	Judicial - Courts	515-536	Home Consortium Grant
135	Legal - City Attorney	541	Code Enforcement
145	General Administration	542	MDA Grant - CDBG Supplement
155	Civil Service	543	MDA - Long Term Work Force Housing
175	Public Transportation	611	Urban and Economic Development
211	Police and Fire Retirement Fund	613	Building Code Services
213	Police Operating	614	Planning and Zoning
214	Police Grants	621	Economic Development
275-277	Police Forfeits and Seizures	701	Municipal Debt Service Fund
285-287	Coastal Narcotics Task Force	811	Water Billing
290	Fire	815	Water Operations and Maintenance
311	Streets and Drainage Maintenance	825	Sewer Operations and Maintenance
313	Public Works Admin	835	Debt Service (Water and Sewer)
315	Traffic Control	845	Harrison County Wastewater & Solid Waste Management District
317	Beautification	849-855	Water and Sewer Projects
325	Engineering	901	Operating Transfers Out - Interfund
335	Garage Maintenance	911	Employees' Group Health and Life Fund
345-355	Capital Projects	915	General Liability \ Worker's Comp Fund
409	Library Fund		
411	Leisure Services		
415	Building Maintenance		
425	Senior Citizens		
		<u>Hurricane Katrina</u>	
		101	General Government
		201	Police
		301	Public Works

409 Library Fund
411 Leisure Services
415 Building Maintenance
425 Senior Citizens
435 Cemetery
445 Joseph T. Jones Memorial Park

Hurricane Katrina

✓ 101 General Government
✓ 201 Police
✓ 301 Public Works
✓ 401 Leisure Services
✓ 601 Urban Development
✓ 801 Water & Sewer
916 Insurance Claims - Katrina

MEMORANDUM – CITY OF GULFPORT

Date: DECEMBER 9, 2022

To: Mayor Billy Hewes
City Council Members

From: Adam Cooper, Chief of Police
Code Enforcement Division

Re: Resolutions Awarding Bids For Lot Clean-Up and/or Demolitions Of Certain
Property Within The City Of Gulfport And Providing For Assessment Of Cost To
The Said Properties Being Presented To The City Council On The 20th Day Of
December, 2022.

Please place the attached item on the above referenced council agenda for resolutions awarding bids.

MEMORANDUM – CITY OF GULFPORT

Date: DECEMBER 8, 2022

To: Mayor Billy Hewes
City Council Members

From: Police Department
Code Enforcement Division

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 4

Parcel 1: 1010G-01-012.000. Bayou Oaks Trl Park 10 Ac Beg 72 Ft S & 717.4 Ft E Of Nw Cor Of Sw1/4 Of Sec 29 On S Mar Of Switzer Rd E Along Rd 451 Ft S 918.8 Ft To N Mar Of Magnolia St W Along Rd 651 Ft N 163.4 Ft E 100 Ft N 188.4 Ft E 200 Ft N 296 Ft W 100 Ft N 271 Ft To Pob Being Part Of Harrison Add Part Of Nw1/4 Of Sw1/4 Of Sec 29-7-10. Awarded To Southern Enviro Construction, Llc For \$4600.00 To Remove/Haul Off All Trash & Debris, Obtain Permit/Demolish Structure From Site Located At 1901 Switzer Rd 71. (Lodestar Investments Llc) Case: 10591

Parcel 2: 1010G-01-012.002. 4.2 Ac(C) S 71 Ft Of Lot 5 & 6 & All Lots 36 - 39 Inc & N 1/2 Lot 42 Harrison Add Sec 29-7-10. Awarded To Southern Enviro Construction, Llc For \$4600.00 To Remove/Haul Off All Trash & Debris, Obtain Permit/Demolish Structure From Site Located At 1901 Switzer Rd 117. (Lodestar Investments Llc) Case: 10592

TOTAL: \$ 9,200.00

There came on for consideration at a meeting of the Mayor and Members of the Council of the City of Gulfport, Mississippi, held on the 20th day of 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: 1010G-01-012.000. Bayou Oaks Tlr Park 10 Ac Beg 72 Ft S & 717.4 Ft E Of Nw Cor Of Sw1/4 Of Sec 29 On S Mar Of Switzer Rd E Along Rd 451 Ft S 918.8 Ft To N Mar Of Magnolia St W Along Rd 651 Ft N 163.4 Ft E 100 Ft N 188.4 Ft E 200 Ft N 296 Ft W 100 Ft N 271 Ft To Pob Being Part Of Harrison Add Part Of Nw1/4 Of Sw1/4 Of Sec 29-7-10. Awarded To Southern Enviro Construction, Llc For \$4600.00 To Remove/Haul Off All Trash & Debris, Obtain Permit/Demolish Structure From Site Located At 1901 Switzer Rd 71. (Lodestar Investments Llc) case: 10591

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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: DECEMBER 6, 2022

To: Mayor Billy Hewes
City Council Members

From: Department of Urban Development
Code Enforcement

Subject: 7-Day Notice(s) to be made part of the minutes.

RE: 7-Day Notice(s) Of Certain Property Within The City Of Gulfport per Mississippi Code §21-19-11(2) For The Said Properties Being Described:

Parcel 1: 0808N-01-066.000. Lot 11 Blk 12 Bel-Aire Subd 6th Add. Property Located At 112 David St. For Violation Of Remove/Haul Off All Trash & Debris. (Billy Squared Properties Llc) Case: 10654

Parcel 2: 0908O-02-104.000. Lot 168 Loren D Heights Phase Iv. Property Located At 605 East Tandy Dr. For Violation Of Remove/Haul Off All Trash & Debris. (Lvs & Lccc Gp Properties Llc) Case: 10653



CODE ENFORCEMENT DIVISION

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5790
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

12/1/2022

VIA REGULAR U. S. MAIL

BILLY SQUARED PROPERTIES LLC
112 DAVID ST
GULFPORT, MS 39503

NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY

Re: 112 DAVID ST

Dear BILLY SQUARED PROPERTIES LLC:

This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 112 DAVID ST, Gulfport, MS has been determined by me to be in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to \$250.00) plus administrative costs of the City up to \$50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.

In order to avoid these actions being taken against you, you must have the property properly cleaned (so that it no longer is in a state of uncleanness as to be a menace to the public health, safety and welfare of the community) and have this completed **within seven (7) days of the date of this letter**. On or after the eighth (8th) day following the date of this letter, the City will commence efforts to have it cleaned and will then pursue assessment and recovery of costs and monies against you and the property as set out above or as otherwise permitted under law. The City may additionally pursue other actions or efforts against you and/or the property, which could include, without limitation, other assessments, penalties, damages, and relief under civil, criminal, and/or administrative laws or regulations.

If you have any questions concerning this Notice or its contents, please immediately contact Travis Johnson at (228) 868-5718.

Sincerely,

Travis Johnson

Code Enforcement Officer

- cc: (1) City Council Clerk (for recodation in the Minutes of the City's Governing Authority)
(2) City Hall Lobby Urban Development Postings (for posting)
(3) Subject Property at 112 DAVID ST (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

12/1/2022

VIA REGULAR U. S. MAIL

BILLY SQUARED PROPERTIES LLC
12429 CANAL RD
GULFPORT, MS 39503

**NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND
WELFARE OF THE COMMUNITY**

Re: 112 DAVID ST

Dear BILLY SQUARED PROPERTIES LLC:

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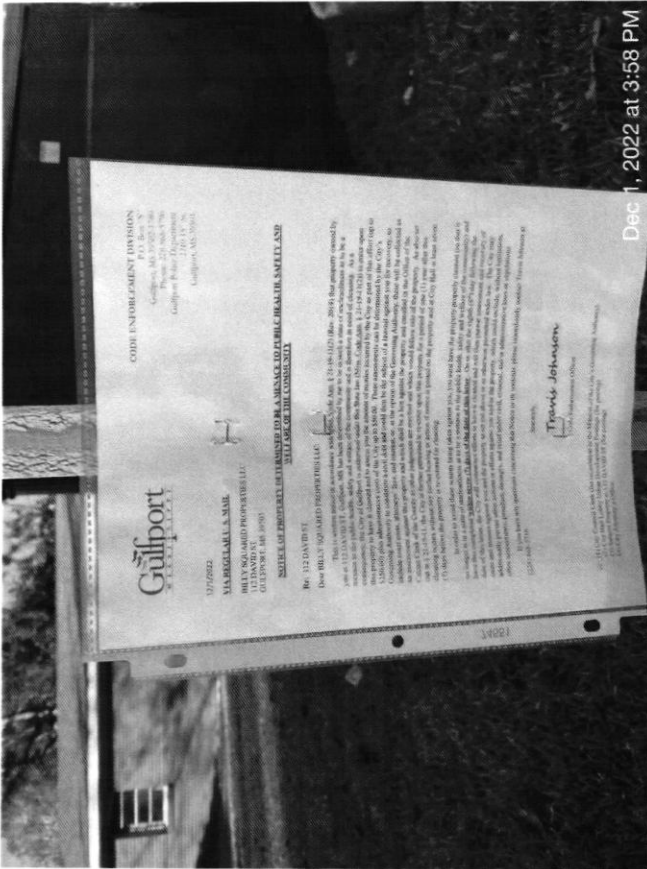
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Sincerely,

Travis Johnson

Code Enforcement Officer

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(2) City Hall Lobby Urban Development Postings (for posting)
(3) Subject Property at 112 DAVID ST (for posting)
(4) City Attorney's Office



Dec 1, 2022 at 3:58 PM



Dec 1, 2022 at 3:58 PM



CODE ENFORCEMENT DIVISION

P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5790
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

12/1/2022

VIA REGULAR U. S. MAIL

LVS & LCCC GP PROPERTIES LLC
605 EAST TANDY DR
GULFPORT, MS 39503

**NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND
WELFARE OF THE COMMUNITY**

Re: 605 EAST TANDY DR

Dear LVS & LCCC GP PROPERTIES LLC:

This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 605 EAST TANDY DR, 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.

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Sincerely,

Travis Johnson

Code Enforcement Officer

- cc: (1) City Council Clerk (for recordation in the Minutes of the City's Governing Authority)
(2) City Hall Lobby Urban Development Postings (for posting)
(3) Subject Property at 605 EAST TANDY DR (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

12/1/2022

VIA REGULAR U. S. MAIL

LVS & LCCC GP PROPERTIES LLC
11503 MAGNOLIA ESTATES LANE
GULFPORT, MS 39503

**NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND
WELFARE OF THE COMMUNITY**

Re: 605 EAST TANDY DR

Dear LVS & LCCC GP PROPERTIES LLC:

This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 605 EAST TANDY DR, Gulfport, MS has been determined by me to be in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to \$250.00) plus administrative costs of the City up to \$50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.

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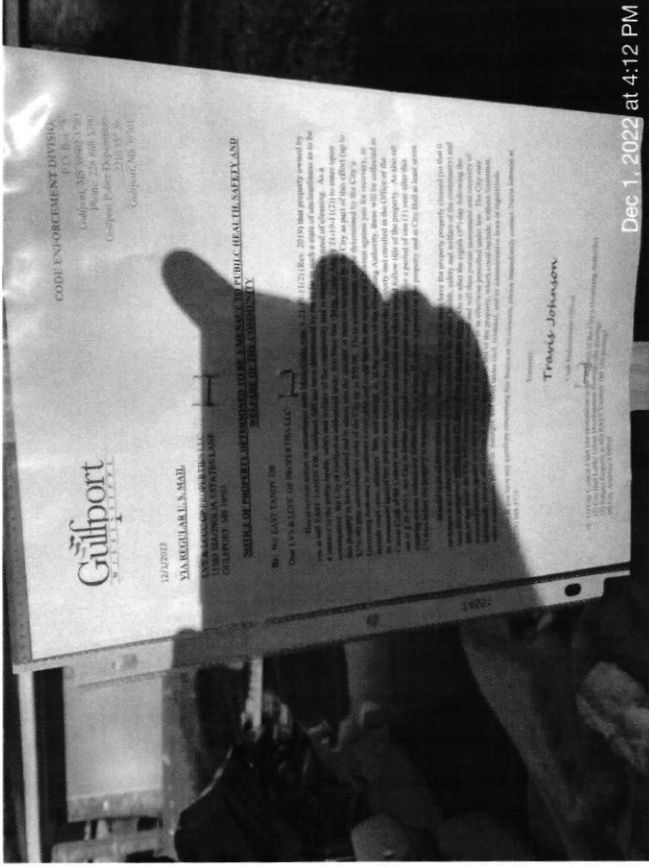
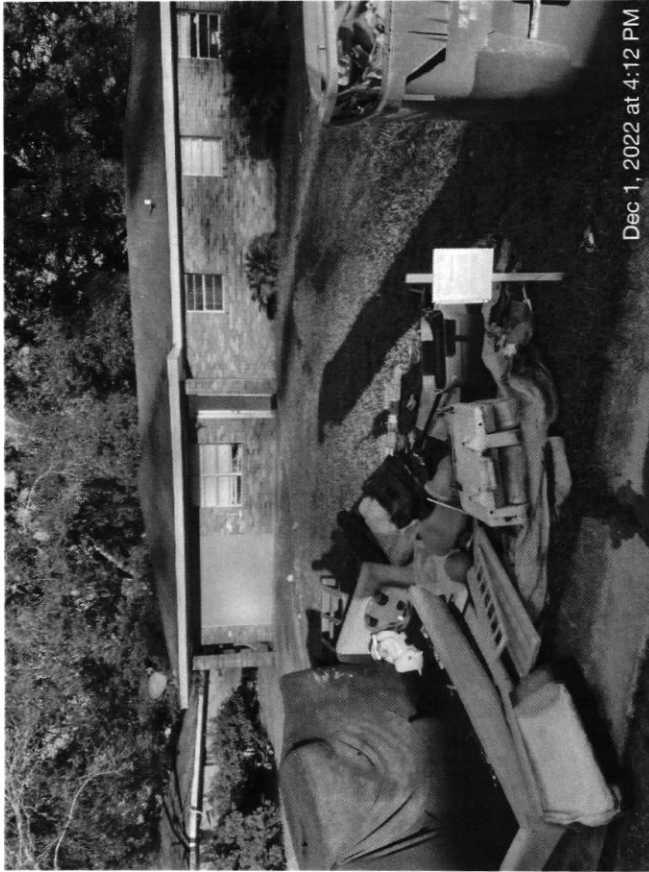
If you have any questions concerning this Notice or its contents, please immediately contact Travis Johnson at (228) 868-5718.

Sincerely,

Travis Johnson

Code Enforcement Officer

- cc: (1) City Council Clerk (for recordation in the Minutes of the City's Governing Authority)
(2) City Hall Lobby Urban Development Postings (for posting)
(3) Subject Property at 605 EAST TANDY DR (for posting)
(4) City Attorney's Office



MEMORANDUM – CITY OF GULFPORT

Date: DECEMBER 6, 2022

To: Mayor Billy Hewes
City Council Members

From: Department of Urban Development
Code Enforcement

Subject: Chapter 3 Notice(s) to be made part of the minutes.

RE: Chapter 3 Notice(s) Of Certain Property Within The City Of Gulfport per the International Property Maintenance Code (IPMC) For The Said Properties Being Described:

Parcel 1: 0811B-03-021.000. Lots 17 & 18 Blk 29 Arlington Heights Add. Property Located At 2304 14th Ave. For Violation Of Remove Or Repair & Legally Tag, Park In Approved Location, Remove Oversized Vehicle. (Parmley Ronald C) Case: 10640



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 28, 2022

PARMLEY RONALD C
2304 14TH AVE
GULFPORT, MS 39501

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 0811B-03-021.000
2304 14TH AVE

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

Violation(s):	Required Corrective & Remedial Action(s):
INOPERABLE VEHICLE, IPMC 302.8	REMOVE OR REPAIR & LEGALLY TAG
IMPROPER RESIDENTIAL PARKING	PARK IN APPROVED LOCATION
10,000 GVW IN RESIDENTIAL AREA	REMOVE OVERSIZED VEHICLE

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

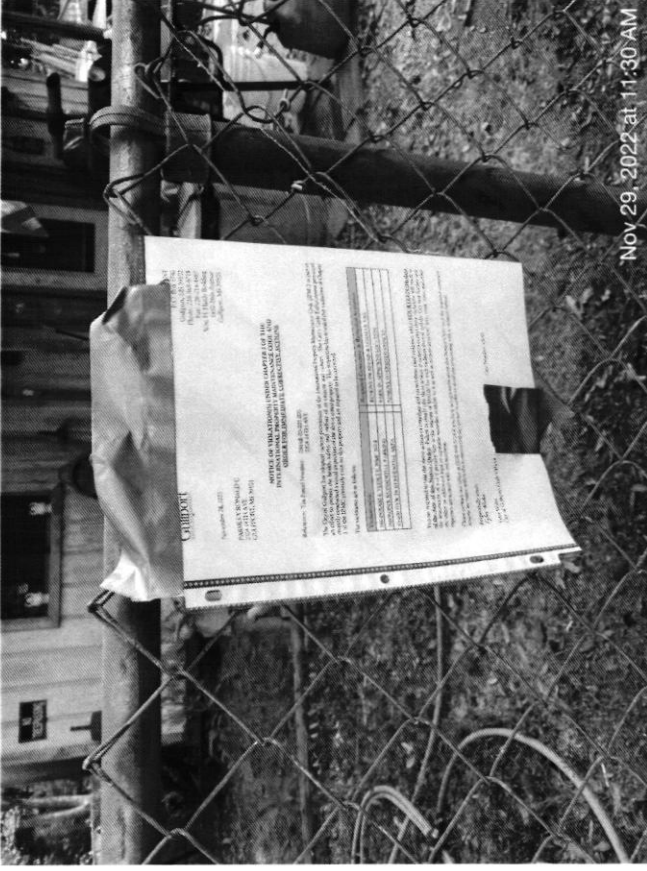
Respectfully yours,
Tyler Wales

Tyler Wales
City of Gulfport Code Official

Case Number: 10640



Nov 29, 2022 at 11:30 AM



Nov 29, 2022 at 11:30 AM

MEMORANDUM – CITY OF GULFPORT

Date: DECEMBER 7, 2022

To: Mayor Billy Hewes
City Council Members

From: Linda Allen (Department of Urban Development)

Re: Privilege License Report – for the month of November 2022 – to be made a part of the minutes.

The attached report of Privilege Licenses issued by the City of Gulfport for the period of November 1st through November 30th, 2022 to be presented to the City Council on the 20th day of December, 2022 per Mississippi Code § 27-17-501.

BUS ID	Customer Name	Customer Address	Entry Date	Tender Amount
4792	WEE ONES CHILD CARE INC	11376 THREE RIVERS RD	11/01/2022	\$63.30
4792	WEE ONES CHILD CARE INC	11376 THREE RIVERS RD	11/01/2022	\$63.30
14542	TAYLOR SELF STORAGE	P O BOX 1137	11/01/2022	\$20.00
4493	FREEDOM CONSTRUCTION INC	14493 DUCKWORTH RD	11/01/2022	\$20.00
13506	LPK ARCHITECTS - GULF COAST, PA	2208 18TH ST STE D	11/01/2022	\$20.00
11791	THE RADISH LOFT	76 48TH STREET	11/01/2022	\$25.00
11118	SUPERIOR INSULATION OF THE GULF COAST	14410 CREOSOTE ROAD STE B	11/01/2022	\$36.00
14985	PULLIAM GREGORY S	14403 SEAWAY RD	11/01/2022	\$20.00
9288	EASY MONEY EMG	272 BENDIX RD	11/01/2022	\$20.00
15275	MAMMOTH HOLDINGS LLC	P O BOX 19762	11/01/2022	\$30.00
14930	MAMMOTH HOLDINGS LLC	P O BOX 19762	11/01/2022	\$30.00
9597	BETTER QUALITY BUILDER LLC	PO BOX 8391	11/01/2022	\$20.00
9462	ROYAL AUTO SALES	1241 PASS ROAD	11/01/2022	\$32.50
15546	COOPER JENNIFER	3002 PINELAND DR	11/02/2022	\$18.20
15213	CARTER WENTWORTH JENNIFER	117 TRAUTMAN AVE	11/02/2022	\$20.00
15457	CARTER JESSICA	8950 LORRAINE ROAD	11/02/2022	\$20.00
14934	ELITE HEALTH CLINIC LLC	428 COURTHOUSE RD #B	11/02/2022	\$20.00
11265	TEDDY BEARS RESTORATION & CARPET INC	1899 28TH ST	11/02/2022	\$30.00
14343	GIVING TREE HAPPY SWEETS OF GULFPORT LLC	4313 LEISURE TIME DR	11/02/2022	\$20.00
6135	DOORWAYS INC	P O BOX 3328	11/02/2022	\$20.00
12645	ALEXANDER SHUNNARAH GULF COAST LLP	204 COURTHOUSE RD	11/02/2022	\$20.00
14024	OCEAN MARINE GROUP	P O BOX 2116	11/03/2022	\$1,520.00
14502	CARMAX	P O BOX 29965	11/03/2022	\$1,040.00
6599	ROSS DRESS FOR LESS #820	5130 HACIENDA DR, GA #820	11/03/2022	\$300.00
13633	TEXAS ROADHOUSE HOLDINGS LLC	6040 DUTCHMANS LANE	11/03/2022	\$315.00
1333	GULFPORT QUICK FREEZE CO	2725 26TH AVENUE	11/03/2022	\$20.00
15428	HENSLEY STACI L	13333 TWIN DR	11/03/2022	\$6.60
14062	PROMISE LAND PHOTOGRAPHY	13333 TWIN DR	11/03/2022	\$20.00
14751	ESMOKE VAPORS	9471 THREE RIVERS RD STE F	11/03/2022	\$20.00
13942	ELEVATED LIVING SPECIALIST	2706 22ND AVE	11/03/2022	\$20.00
4955	AT YOUR SERVICE	P O BOX 2459	11/03/2022	\$20.00
11673	THE ANDERSON IMMIGRATION LAW GROUP PLLC	P O BOX 666	11/03/2022	\$57.00
13861	ANDERSON OROZCO HOLDINGS LLC	P O BOX 666	11/03/2022	\$20.00
12541	SKEETERS LLC	388 BIG LAKE RD	11/03/2022	\$45.00
2295	MOZINGO REAL ESTATE & AUCTION	549 EAST PASS RD	11/03/2022	\$20.00
5658	NICHOLSON & NICHOLSON LAWYERS	1822 23RD AVE	11/03/2022	\$20.00
6108	COSTA LATINA	733 EAST PASS ROAD	11/03/2022	\$42.20
6108	COSTA LATINA	733 EAST PASS ROAD	11/03/2022	\$42.20
11976	M2 MEDIA CORP INC	12268 INTRAPEX PKWY	11/03/2022	\$30.00
13183	BJ'S LANDSCAPING & LAWN CARE	1260 28TH ST	11/03/2022	\$20.00
423	B & D CONTRACTING INC	1308 PASS ROAD	11/03/2022	\$20.00
12533	SEAGRAPES WINE CAFE	2419 14TH ST	11/03/2022	\$73.70

12533	SEAGRAPES WINE CAFE	2419 14TH ST	11/03/2022	\$73.70
13320	PAULS A 1 INC	2719 15TH AVE	11/03/2022	\$20.00
3458	TACO SOMBRERO INC	12275 HWY 49 NORTH	11/03/2022	\$30.00
10472	RECOVERY STATION LLC	3300 15TH STREET	11/03/2022	\$20.00
15441	MC COAST PROPERTY MANAGEMENT	370 COURTHOUSE ROAD	11/03/2022	\$20.00
13855	FREEDOM MOTORS	622 E PASS RD	11/03/2022	\$92.50
14914	FREEDOM MOTORS	622 E PASS RD	11/03/2022	\$40.00
7982	NEW OUTLOOKS	445 MCGUIRE CIRCLE	11/03/2022	\$20.00
154	BERTUCCI ACOUSTICAL & DRYWALL	606 35TH ST	11/03/2022	\$20.00
154	BERTUCCI ACOUSTICAL & DRYWALL	606 35TH ST	11/03/2022	(\$20.00)
14771	D HANDYMAN SERVICES	1982 EAST PASS RD LOT 5	11/03/2022	\$42.20
14771	D HANDYMAN SERVICES	1982 EAST PASS RD LOT 5	11/03/2022	\$42.20
4707	WAFFLE HOUSE # 201	P O BOX 6450	11/04/2022	\$60.00
15548	SULLENS DELBERT	2 WINGATE	11/04/2022	\$18.20
2787	POPEYES CHICKEN & BISCUITS	12152 HWY 49 NORTH	11/04/2022	\$54.00
12748	WAFFLE HOUSE INC	P O BOX 6450	11/04/2022	\$60.00
12545	WAFFLE HOUSE #2066	P.O. BOX 6450	11/04/2022	\$60.00
3780	WAFFLE HOUSE #757	P O BOX 6450	11/04/2022	\$60.00
4705	WAFFLE HOUSE # 319	P O BOX 6450	11/04/2022	\$60.00
3779	WAFFLE HOUSE # 199	P O BOX 6450	11/04/2022	\$60.00
5255	GULF COAST COMMUNITY FCU	12364 HIGHWAY 49	11/04/2022	\$63.00
5256	GULF COAST COMMUNITY FCU	12364 HIGHWAY 49	11/04/2022	\$90.00
15315	FAREA SAM SAIF	4322 W RAILROAD ST	11/04/2022	\$35.00
13425	KING FOOD MART	2908 MARTIN LUTHER KING BLVD	11/04/2022	\$35.00
6	CHILIS GRILL & BAR	3000 OLYMPUS	11/04/2022	\$126.00
14237	FIVE BELOW #6001	251 LITTLE FALLS DR	11/04/2022	\$75.00
9707	LONGHORN STEAKHOUSE #5330	P O BOX 695016	11/04/2022	\$72.00
9230	WHATABURGER RESTAURANTS LLC	251 LITTLE FALLS DR	11/04/2022	\$105.00
2286	LOOMIS ARMORED US LLC	120 S CENTRAL AVE	11/04/2022	\$20.00
5379	COASTAL ULTRASOUND INC	240 B COURTHOUSE ROAD	11/04/2022	\$20.00
11493	WELL FARGO BANK NA	2030 MAIN ST 10TH FLR #E2231-101	11/04/2022	\$45.00
14293	THE DISTRICT SALON	8950 LORRAINE RD SUITE D	11/04/2022	\$20.00
12979	PILGER TITLE CO	9034 CARL LEGETT RD	11/04/2022	\$30.00
1260	FORGET ME NOT FLORIST	1920 25TH AVE	11/04/2022	\$20.00
10245	ORANGE GROVE URGENT CARE	10556 HWY 49	11/04/2022	\$30.00
15200	POWDER SPACE	2111 28TH ST STE C3	11/04/2022	\$20.00
2952	PATE WILLIAM A	2017 20TH AVE	11/04/2022	\$20.00
12274	PPG PAINTS	400 BERTHA LAMME DR	11/04/2022	\$40.00
6789	ALWAYS MONEY	P O BOX 241525	11/04/2022	\$20.00
6788	ALWAYS MONEY	P O BOX 241525	11/04/2022	\$20.00
2869	CONN ELECTRIC CO	P O BOX 3342	11/04/2022	\$20.00
15547	BRANCH AT CARSON SPRINGS III, LLC	11111 HIGHLAND AVE	11/04/2022	\$20.00
10906	CHICO'S FAS INC	11215 METRO PARKWAY	11/04/2022	\$40.00
13282	LUMBER LIQUIDATORS INC	4901 BAKERS MILL LN	11/04/2022	\$92.50

10100	J CREW FACTORY	ATTN:ESSENCE MYRICK	11/04/2022	\$40.00
858	COAST VETERINARY HOSPITAL	3401 HEWES AVE	11/04/2022	\$63.30
858	COAST VETERINARY HOSPITAL	3401 HEWES AVE	11/04/2022	\$63.30
13505	PIBS LLC	2719 PINE AVE	11/04/2022	\$20.00
12254	GROVE TRANSIT	1721 HARDY ST	11/04/2022	\$20.00
10517	CITI TRENDS # 434	104 COLEMAN BLVD	11/04/2022	\$50.00
942	CITI TRENDS FASHION FOR LESS	104 COLEMAN BLVD	11/04/2022	\$40.00
12178	KHI CORPORATION - KEITH HUBER CORP	PO BOX 985	11/04/2022	\$80.00
15440	MAGNOLIA COAST REALTY	370 COURTHOUSE ROAD UNIT 104A	11/04/2022	\$20.00
13525	PARTY CITY #1050	1 CELEBRATION SQUARE	11/04/2022	\$340.00
13061	HEART 2 HEART HOMECARE SERVICES, INC	P O BOX 396	11/07/2022	\$90.00
15284	SMITH MANDI	450 EAST PASS RD SUITE 109	11/07/2022	\$5.00
15284	SMITH MANDI	450 EAST PASS RD SUITE 109	11/07/2022	\$15.00
8183	RICHMOND CONSTRUCTION	481 32ND STREET	11/07/2022	\$20.00
13683	UNITED STATES MARINE	10011 LORRAINE RD	11/07/2022	\$105.00
7402	UNITED STATES MARINE INC	10011 LORRAINE ROAD	11/07/2022	\$150.00
13794	EPITOME CHEVEUX	1073 ACADIAN DR STE A	11/07/2022	\$20.00
13794	EPITOME CHEVEUX	1073 ACADIAN DR STE A	11/07/2022	(\$20.00)
162	ADVANCE AUTO PARTS # 1408	P O BOX 2710	11/07/2022	\$250.00
14326	KEESLER FEDERAL CREDIT UNION H.O.C.	2602 PASS RD	11/07/2022	\$150.00
663	COAST COCA COLA BOTTLING CO INC	3701 25TH AVE	11/07/2022	\$80.00
9669	RESIDENCE INN GULFPORT- BILOXI AIRPORT	14100 AIRPORT ROAD	11/07/2022	\$99.00
9675	HILTON GARDEN INN	14108 AIRPORT ROAD	11/07/2022	\$126.00
6869	CORNETT BOLT & SCREW CO	P O BOX 479	11/07/2022	\$92.50
6361	YEAGER WAYNE & SHERRY	P O BOX 1784	11/07/2022	\$20.00
14410	CENTENNIAL PLAZA	200 E BEACH BLVD	11/07/2022	\$240.39
14410	CENTENNIAL PLAZA	200 E BEACH BLVD	11/07/2022	\$240.39
8251	BAYOU VIEW QUICK STOP	4802 WASHINGTON AVENUE	11/07/2022	\$35.00
14616	GRAVELEY LINNETTE	1131 RICH AVE	11/07/2022	\$20.00
14615	THE CITIZENS BANK OF PHILADELPHIA	12008 HWY 49	11/07/2022	\$30.00
15045	BURNS COOLEY DENNIS INC	551 SUNNY BROOK RD	11/07/2022	\$20.00
13872	AFTERMATH SERVICES	75 EXECUTIVE DR STE 200	11/07/2022	\$30.00
2675	MANDAL'S INC	P O BOX 6188	11/07/2022	\$150.00
13678	MAKE IT SHINE CLEANING	15560 OLD HWY 49	11/07/2022	\$20.00
13794	EPITOME CHEVEUX	1073 ACADIAN DR STE A	11/07/2022	\$20.00
15549	GRAYER ANDREW	1520 29TH AVE	11/07/2022	\$27.30
15300	DEDEAUX KAYLA	10830 PLUMMER CIR	11/07/2022	\$20.00
15550	WILLIAMS ANTHONY	9245 CUANDET RD	11/08/2022	\$25.00
2067	FLOOR TRADER	13216 HUGH SEYMOUR LANE	11/08/2022	\$300.00
13482	H & S HOLDINGS	440 E PASS RD	11/08/2022	\$42.20
13482	H & S HOLDINGS	440 E PASS RD	11/08/2022	\$42.20
9447	FEDERAL AUTOCAT RECYCLING LLC	PO BOX 3929	11/08/2022	\$30.00
14991	WHEELER TYLER	14120 DEDEAUX RD	11/08/2022	\$30.00
14327	BLAKENEY DENTAL CLINIC	12182 HWY 49	11/08/2022	\$30.00

15201	WOMEN'S CLUB OF GULFPORT INC	P O BOX 6347	11/08/2022	\$30.00
11796	AFFORDABLE CABINETS PLUS	34 29TH ST STE C	11/08/2022	\$20.00
6412	GULFPORT TOWING	1 WALNUT STREET	11/08/2022	\$30.00
7219	HOLLEMAN LAW FIRM PLLC	2004 24TH AVENUE	11/08/2022	\$20.00
64	ALBRITTON ACCOUNTING / INSURANCE AGENCY	P O BOX 3145	11/08/2022	\$30.00
12	AWARDS UNLIMITED	1818 PASS RD	11/08/2022	\$20.00
12990	GREGS RESTORATION	112 N KERN DR	11/08/2022	\$20.00
2368	KARL LEVINES HEAT, A/C & ELECTRICAL	21365 DARLING ROAD	11/08/2022	\$20.00
12675	HIGH MAINTENANCE HAIR SALON	1625 25TH AVE	11/08/2022	\$30.00
14007	BLACKLINE CORP	1902 15TH ST STE 101	11/08/2022	\$30.00
1008	CHIC HAIR SALON	2711 13TH AVE	11/08/2022	\$20.00
14948	RIEMANN ROBERT K	3103 5TH AVE	11/08/2022	\$20.00
11841	ABHA MISHRA, PLLC	1110 BROAD AVE SUITE 600	11/08/2022	\$30.00
15160	DIXON LINDA	3031 22ND AVE #1	11/08/2022	\$20.00
8275	ADVANCED MOBILE HOME SUPPLY	13053 HIGHWAY 49	11/08/2022	\$40.00
14390	VALENCIA BAY PROPERTIES	521 2ND ST	11/08/2022	\$20.00
14491	MURPHY CHIROPRACTIC GULFPORT, LLC	P O BOX 603	11/08/2022	\$20.00
6328	QUEST DIAGNOSTICS	12207 HWY 49	11/09/2022	\$30.00
4750	CAM TRANSPORT INC	PO BOX 3267	11/09/2022	\$30.00
15422	MONTOYA FELIPE	51 EMERALD CV	11/09/2022	\$20.00
13692	RED ROOF INN	9435 HWY 49	11/09/2022	\$45.00
12258	LIPSCOMB DAVID	11140 TANNER RD	11/09/2022	\$20.00
11619	REGIONS FINANCIAL CORPORATION	P.O. BOX 2047	11/09/2022	\$30.00
15552	TERRY SOCHA	12258 CHARWOOD AVE	11/09/2022	\$20.00
2080	KENS HARDWARE & MARINE SUPPLY	1533 30TH AVE	11/09/2022	\$32.50
13828	THE STUDIO	12421 CRYSTAL WELL CT	11/09/2022	\$20.00
1582	GRASSLAWN TRAILER COURT	1249 PASS RD	11/09/2022	\$20.00
14874	TRANG LE	1740 E PASS RD STE C	11/09/2022	\$30.00
13659	SERVICEMASTER PROFESSIONAL SERVICES	PO BOX 4203	11/10/2022	\$20.00
3384	VINCENT VEHICLE CENTER	P O BOX 271	11/10/2022	\$20.00
10952	EDGE FINANCIAL GROUP PA	8927 LORRAINE RD, SUITE 204A	11/10/2022	\$30.00
10956	LP CONSTRUCTION MANAGEMENT INC	8927 LORRAINE RD, SUITE 204-A	11/10/2022	\$20.00
14524	9P HOLDING	8927 LORRAINE RD, SUITE 204A	11/10/2022	\$20.00
14457	FLORAL HILLS MEMORIAL GARDENS	8927 LORRAINE RD, SUITE 204A	11/10/2022	\$30.00
12640	CREEKSIDE WILLOWS MOBILE HOME VILLAGE	1590 W 16TH ST	11/10/2022	\$20.00
15553	BOTROS ADEEB	15466 N PARKWOOD DR	11/10/2022	\$167.20
15553	BOTROS ADEEB	15466 N PARKWOOD DR	11/10/2022	\$167.20
15553	BOTROS ADEEB	15466 N PARKWOOD DR	11/10/2022	\$167.20
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15553	BOTROS ADEEB	15466 N PARKWOOD DR	11/10/2022	\$167.20
15553	BOTROS ADEEB	15466 N PARKWOOD DR	11/10/2022	\$167.20
15553	BOTROS ADEEB	15466 N PARKWOOD DR	11/10/2022	\$167.20
8460	DOLLAR TREE #3254	500 VOLVO PKWY	11/10/2022	\$62.50
14837	DOLLAR TREE #8636	500 VOLVO PKWY	11/10/2022	\$92.50

10563	DOLLAR TREE #4346	500 VOLVO PKWY	11/10/2022	\$62.50
11898	FAMILY DOLLAR STORES OF MISSISSIPPI, INC	500 VOLVO PKWY	11/10/2022	\$105.50
11898	FAMILY DOLLAR STORES OF MISSISSIPPI, INC	500 VOLVO PKWY	11/10/2022	\$105.50
11954	FAMILY DOLLAR STORES OF MS INC	500 VOLVO PKWY	11/10/2022	\$131.88
11954	FAMILY DOLLAR STORES OF MS INC	500 VOLVO PKWY	11/10/2022	\$131.88
11737	FAMILY DOLLAR STORE	500 VOLVO PARKWAY	11/10/2022	\$226.68
11737	FAMILY DOLLAR STORE	500 VOLVO PARKWAY	11/10/2022	\$226.68
11055	FAMILY DOLLAR STORE OF MS INC	500 VOLVO PKWY	11/10/2022	\$226.68
11055	FAMILY DOLLAR STORE OF MS INC	500 VOLVO PKWY	11/10/2022	\$226.68
8874	FAMILY DOLLAR STORES	500 VOLVO PKWY	11/10/2022	\$226.68
8874	FAMILY DOLLAR STORES	500 VOLVO PKWY	11/10/2022	\$226.68
8873	FAMILY DOLLAR STORES	500 VOLVO PKWY	11/10/2022	\$131.88
8873	FAMILY DOLLAR STORES	500 VOLVO PKWY	11/10/2022	\$131.88
3974	FAMILY DOLLAR STORES	500 VOLVO PKWY	11/10/2022	\$226.68
3974	FAMILY DOLLAR STORES	500 VOLVO PKWY	11/10/2022	\$226.68
13620	WENDY'S #242	1 DR M L KING JR AVE STE 130	11/10/2022	\$30.00
13618	WENDYS #247	1 DR M L KING JR AVE STE 130	11/10/2022	\$36.00
13619	WENDYS #243	1 DR M L KING JR AVE STE 130	11/10/2022	\$30.00
9793	1ST CHOICE STORAGE	1120 PASS ROAD	11/10/2022	\$20.00
9794	REGENCY OF MISSISSIPPI	9470 CREOSOTE ROAD	11/10/2022	\$42.20
9794	REGENCY OF MISSISSIPPI	9470 CREOSOTE ROAD	11/10/2022	\$42.20
15455	PRAHAR VEDANT LLC	9355 HWY 49	11/10/2022	\$7.50
4887	PAT'S PROFESSIONAL CLEANING SERVICES	44 HOLLY CIRCLE	11/10/2022	\$20.00
906	DEUTSCH KERRIGAN LLP	2510 14TH STREET	11/10/2022	\$30.00
15207	BOURG DARRELL P	9310 HWY 49	11/10/2022	\$20.00
15355	SH RIDA LLC	2905 25TH AVE	11/10/2022	\$11.60
14583	RAY JAMES NICHOLAS	1223 30TH AVE STE B	11/10/2022	\$20.00
14832	REAL ESTATE UNIVERSITY	9153 LORRAINE RD STE B	11/10/2022	\$20.00
10959	GCP LABORATORIES	3600 25TH AVE	11/14/2022	\$80.00
8575	PAT PECK HONDA	11151 HIGHWAY 49	11/14/2022	\$135.00
13810	IMELDA'S HOUSE CLEANING	3717 11TH ST	11/14/2022	\$20.00
15367	SMOOTH CUTZ LLC	1015 PASS ROAD STE H	11/14/2022	\$20.00
15555	AICHA FOFANA	2006 PASS RD	11/15/2022	\$20.00
15554	RIVERA RONALD FERNANDO	4029 EAST LOYOLA DR	11/15/2022	\$18.20
15234	ZENAIDAS GIFTS & WRAPPING	10000 FACYOTY SHOP BLVD #37	11/15/2022	\$20.00
11118	SUPERIOR INSULATION OF THE GULF COAST	14410 CREOSOTE ROAD STE B	11/16/2022	(\$36.00)
13482	H & S HOLDINGS	440 E PASS RD	11/16/2022	(\$42.20)
13482	H & S HOLDINGS	440 E PASS RD	11/16/2022	(\$42.20)
13039	JMK JUST MAKING KLEAN	1800 22ND STREET	11/16/2022	(\$20.00)
14942	BENDER BENDER & BENDER REALTY	12993 SWEETWATER TRAIL	11/16/2022	\$42.20
14942	BENDER BENDER & BENDER REALTY	12993 SWEETWATER TRAIL	11/16/2022	\$42.20
15241	RIVERBEND UNDERGROUND LLC	110 S WILSON BLVD	11/17/2022	\$20.00
14177	RITEWAY MAINTENANCE SERVICES	1902 44TH AVE	11/17/2022	\$20.00
7940	JESS DANCE	516 COURTHOUSE RD UNIT A	11/17/2022	\$20.00

15558	LFO PASS ROAD MS LLC	4785 OLD CANTON RD	11/17/2022	\$27.30
8211	MISSISSIPPI ORTHOPAEDIC INSTITUTE PLLC	P O BOX 7423	11/17/2022	\$42.00
13896	SOUTHERN GENTS' MEN'S HAIR SALON	12460 HWY 49 STE D	11/17/2022	\$30.00
14324	SAFE MINI STORAGE #4	2101 W CLINTON AVE	11/17/2022	\$20.00
12844	DAL POOLS	1009 ANNISTON AVE	11/17/2022	\$20.00
12761	DAVID EVANS AND ASSOCIATES INC	14231 SEAWAY RD STE 4002	11/18/2022	\$30.00
14828	HEMA MS ENTERPRISES LLC	2500 25TH AVE	11/18/2022	\$55.00
13957	CASPOINT CARE INC	12236 ASHLEY DR SUITE A	11/18/2022	\$20.00
14565	KIMBALL CHRISTOPHER SCOTT	309 N JACKSON ST	11/18/2022	\$25.00
15560	KEVIN LENTZ	107 HOLLY POINT	11/21/2022	\$20.00
15559	THE STATESERV COMPANIES LLC	1201 S ALMA SCHOOL RD SUITE 4000	11/21/2022	\$30.00
14909	ENTINU INC	P O BOX 222246	11/21/2022	\$22.50
6552	EXCLUSIVE JANITORIAL SERVICE	13527 DEE AVENUE	11/22/2022	\$20.00
15081	SINCERE HOME CARE LLC	520 E PASS RD STE B&C	11/22/2022	\$30.00
14692	PRECIOUS CARE LLC	11289 KLEIN RD STE J	11/22/2022	\$20.00
5463	RYDER TRUCK RENTAL INC	11690 NW 105 STREET	11/23/2022	\$30.00
15561	MCNALLY SEAN	4105 CENTRAL ST	11/23/2022	\$20.00
15557	STACY CRAIG	13204 CURTIS ST	11/23/2022	\$20.00
10959	GCP LABORATORIES	3600 25TH AVE	11/28/2022	(\$80.00)
15556	PHU ON AND KIM DINH	1203 30TH AVE	11/28/2022	\$20.00
14889	HOLDERS RESTAURANT	617 28TH ST	11/28/2022	\$45.00
14809	WALGREENS #21286	4500 OLD PASS RD	11/29/2022	\$30.00
13927	WALGREENS #17031	P O BOX 901	11/29/2022	\$65.00
12278	WALGREENS #15484	P O BOX 901	11/29/2022	\$77.50
3775	WALGREENS #05195	P O BOX 901	11/29/2022	\$107.50
10959	GCP LABORATORIES	3600 25TH AVE	11/29/2022	\$80.00
11118	SUPERIOR INSULATION OF THE GULF COAST	14410 CREOSOTE ROAD STE B	11/29/2022	\$36.00
15223	SOCIETY SALON	6591 EASTLAND CIR	11/29/2022	\$20.00
14501	THE UGLY DUCK	15005 E SHADOW CREEK DR	11/29/2022	\$20.00
13627	JJ WASHDOWN	116 S KERN DR	11/29/2022	\$20.00
14757	MEDLOGIC	ATTN CREDITING DEPT.	11/29/2022	\$90.00
11779	GULF COAST INTERVENTIONAL PAIN MGMT INC	15164 DEDEAUX RD	11/29/2022	\$30.00
12927	FOXWORTH LAW OFFICE	P O BOX 2345	11/29/2022	\$20.00
9510	PERFORMANCE MUFFLER & ACCESSORIES LLC	14504 DEDEAUX ROAD	11/29/2022	\$30.00
9346	CALIFORNIA NAILS	1224 PASS ROAD	11/29/2022	\$20.00
13745	CARING HEARTS COUNSELING SERVICES LLC	18055 CARSON CT	11/29/2022	\$20.00
10273	SOUTHEAST COMMERCIAL	2310 19TH STREET	11/29/2022	\$20.00
10477	TONY'S BRICK OVEN PIZZERIA	2417 14TH STREET	11/29/2022	\$75.00
11575	A1 COIN LAUNDRY	315 31ST ST	11/29/2022	\$20.00
12723	HAMPTON INN & SUITES GULFPORT	1305 MALL OF GEORGIA BLVD #201	11/29/2022	\$81.00
14492	SPRINGHILL SUITES	1305 MALL OF GA BLVD #201	11/29/2022	\$45.00
13171	HOME2 SUITES BY HILTON	1305 MALL OF GEORGIA BLVD SUITE 201	11/29/2022	\$75.00
13371	PASS ROAD MINI STORAGE	500 PASS RD	11/29/2022	\$20.00
1388	FEDERAL EXPRESS CORP	P O BOX 8000	11/29/2022	\$117.00

5757	FEDEX GROUND	P O BOX 8000	11/29/2022	\$30.00
5394	FEDERAL EXPRESS HOME DELIVERY	P O BOX 8000	11/29/2022	\$30.00
TOTAL AMOUNT:				\$16,552.74

ADVERTISEMENT FOR BIDS

GULFPORT BUILDING REPAIRS AND CONSTRUCTION UNIT PRICE PROJECT – 2023

Sealed bids for the Gulfport Building Repair and Construction Unit Price Project – 2023 and other related work will be received by the City of Gulfport Procurement Office at 1410 24th Avenue, Hardy Building, 2nd Floor, Gulfport, MS 39501, either by mail or hand delivery, until 10:00 a.m., Local Time, January 24, 2023, and then at said location publicly opened and read aloud.

Scope of Work: The scope of work includes labor for construction, replacement and removal of walls, doors, windows, flooring, roofing, masonry, plumbing, plumbing fixtures, and other associated work, individual work tasks will be limited to \$50,000.00. All construction materials will be furnished by the Owner.

The City of Gulfport offers electronic bidding. Official bid documents can be downloaded from the City of Gulfport's Plan Room at www.gulfportmsbids.com. Electronic bids and/or reverse auctions bids can also be submitted at www.gulfportmsbids.com.

Bid security shall be furnished in accordance with the Instructions to Bidders.

For bids exceeding \$50,000.00, Bidder must indicate his Certificate of Responsibility Number on the outside of sealed proposal as required by Mississippi Law. Effective July 1, 2010; Per MS Code 31-3-21(3); any bid submitted by a nonresident contractor which does not include the nonresident contractor's current state law pertaining to such state's treatment of nonresident contractors, shall be rejected and not considered for award. If no such law exists in the non-resident contractor's state, then the non-resident contractor may provide a statement to that effect.

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

The City is NOT responsible for responses which are mailed to the wrong address, or which arrive in the mail or electronically after the designated bid opening time.

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.

The Owner reserves the right to waive any informalities or to reject any or all bids.

Publish Dates:

December 21, 2022

December 28, 2022

Send Invoice & Proof of Publication to:

Jessica Versiga, City of Gulfport, P. O. Box 1780, Gulfport, MS 39502-1780



**PURCHASING
DEPARTMENT**

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Olivia McMahan, Procurement Specialist

DATE: December 01, 2022

RE: Lights for Pier – Leisure Service Department

The Purchasing Department reviewed the quotes received on the above referenced item and determined All Phase Electric Supply Co Inc. to be the lowest and best bid for a total amount of \$5,220.00.

Purchase Order #230647 was issued and the tabulation sheet used to make our lowest and best bid determination is attached. We respectfully request this be spread across the minutes.

Thank you for your consideration.

Leisure Service Department - Lights for Pier

PO # 230647

		All Phase Electric Supply		Chancellor		Lighting Partnership Gulf Coast	
	QTY						
Lights	180	\$ 29.00	\$ 5,220.00	\$ 38.69	\$ 6,963.84	\$ 62.80	\$ 11,304.00
			\$ -		\$ -		\$ -
Total			\$ 5,220.00	\$ 6,963.84			\$ 11,304.00



**PURCHASING
DEPARTMENT**

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Olivia McMahan, Procurement Specialist

DATE: December 01, 2022

RE: Condenser Coil Replacement – Police Department

The Purchasing Department reviewed the quotes received on the above referenced item and determined Engineered Cooling Services to be the lowest and best bid for a total amount of \$32,813.00.

Purchase Order #230635 was issued and the tabulation sheet used to make our lowest and best bid determination is attached. We respectfully request this be spread across the minutes.

Thank you for your consideration.

Police Department - Condenser Coil Replacement

PO # 230635

QTY		Engineered Cooling Services		ChillcoComprehensive Cooling Solutions		Comfort Systems USA (Southeast), Inc.	
Condenser Coil Replacement	1	\$ 32,813.00	\$ 32,813.00	\$ 42,999.00	\$ 42,999.00	\$ 47,782.00	\$ 47,782.00
			\$ -		\$ -		\$ -
Total			\$ 32,813.00	\$ 42,999.00			\$ 47,782.00



**PURCHASING
DEPARTMENT**

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Olivia McMahan, Procurement Specialist

DATE: November 30, 2022

RE: Restock SDR26 PVC Sewer Pipe, Gravity - Public Works

The Purchasing Department reviewed the quotes received on the above referenced item and determined Southern Pipe & Supply Co., to be the lowest and best bid for a total amount of \$15,964.20.

Purchase Order #230627 was issued and the tabulation sheet used to make our lowest and best bid determination is attached. We respectfully request this be spread across the minutes.

Thank you for your consideration.

Public Works - Restock SDR26 PVC Sewer Pipe, Gravity
 PO # 230627

QTY		SOUTHERN PIPE & SUPPLY		FERGUSON WATERWORS		SOUTHERN WATERWORKS SUPPLY, INC.		CENTRAL I
8" x 14' SDR26 PVC SEWER PIPE, GRAVITY	1260	\$ 12.67	\$ 15,964.20	\$ 14.55	\$ 18,333.00	\$ 14.59	\$ 18,383.40	\$ 14.89
			\$ -		\$ -		\$ -	
Total			\$ 15,964.20	\$ 18,333.00			\$ 18,383.40	

PIPE SUPPLY INC.	CONSOLIDATED PIPE & SUPPLY	
\$ 18,761.40	\$ 15.22	\$ 19,177.20
\$ -		\$ -
\$ 18,761.40		\$ 19,177.20



**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: December 12, 2022

RE: Convergent – Information Technology

The city currently utilizes Convergent products and services for the electronic lock system throughout various city owned buildings. To maintain consistency with current operations, we recommend using the same vendor moving forward for other city buildings.

Thank you for your consideration.



Memorandum – City of Gulfport

PUBLIC WORKS & ENGINEERING

To: Mayor Billy Hewes and Members of the City Council

CC: Leonard Papania, CAO
Todd Harman, CPA, Director of Finance and Accounting
Tyler Gentry, Assistant Director of Public Works – Operations
Legal Department

From: Wayne E. Miller, P.E., Director of Public Works and Engineering

WEM

Date: December 6, 2022

RE: Request Fuel Cost Adjustment to Current Privatization Contract

The Public Works Department requests permission to allow H2O Innovation Operation & Maintenance, LLC to add \$2,958.16 to the upcoming November Invoice(s) No. 8 due to a significantly higher cost for fuel. The current privatization contract allows a fuel adjustment (Section 14.16 “Significant Changes in Fuel Costs Due to Extreme Circumstances”). Using the procedure set forth in Section 14.16.1, the contractor is due an adjustment in the amount of \$2,958.16 (see attached worksheet).

I recommend approval of this fuel adjustment.

Attachments:

1. Privatization Contract Fuel Adjustment Worksheet

Back to Contents		Data 1: Gulf Coast (PADD 3) Gasoline and Diesel Retail Prices											
Sourcekey	EMM_EPMRU_PT E_R30_DPG	EMD_EP2D2D_P TE_R30_DPG											
Date	Gulf Coast		Gulf Coast		Gallons for take home outside city limits		Actual Gallons billed by H2O		Avg mpg		Threshold per contract		Total Dollar Amount Owed to H2O
	Regular	Conventional	Regular	No 2 Diesel	Gallons Used (Regular Conventional)	Gallons for take home outside city limits	Gallons Used (Diesel)	Gallons Used (Regular)	Difference	Threshold per contract	Avg mpg	Difference	
Sep-2021	2.841	2.981	3.116	3.361									
Oct-2021	2.981	3.074	3.361	3.471									
Nov-2021	3.074	3.259	3.471	3.631									
Dec-2021	3.259	3.463	3.631	3.804									
Jan-2022	3.463	3.937	4.885	5.248									
Feb-2022	3.937	4.562	5.393	5.135									
Mar-2022	4.562	4.111	5.135	4.706									
Apr-2022	4.111	3.504	4.706	4.347.3									
May-2022	3.504	3.266	4.347.3	4.885									
Jun-2022	4.885	4.826	4.826	4.826									
Jul-2022													
Aug-2022													
Sep-2022													
Oct-2022													
Nov-2022													

Agreed on this 6th day of Dec, 2022


Wayne S. Stiles
City of Gulfport


H2O Innovation Operation & Maintenance, LLC

Mississippi Power

Business Description (Apartment Complex, Restaurant, Ball-field, etc.): Lyman Community Center

[illegible]

Project Notes: 9/16/2022
Removing 16 existing HID fixtures and install material detailed above

Signature: 

Print Name: Gifford Ormes

Print Title: Director, Sales & Marketing

Date: 12/06/2022

- 1 **Lighting Equipment Lease.** Mississippi Power Company ("MPC") will lease to Customer the "Facilities" described on Page 1 of this Lease Agreement ("Agreement") for use at the "Premises" (the "Service Address" shown on Page 1). Customer grants a license of right of access to MPC (and to MPC's representatives and contractors) to enter the Premises to install, connect, inspect, maintain, test, replace, repair, or remove the Facilities; to remove or disconnect pre-existing equipment as noted; or to conduct any other Agreement-related activity (collectively, the "MPC Activities"). Customer acknowledges that the Facilities, though attached to real property, will always remain the exclusive personal property of MPC and that MPC may remove the facilities when this Agreement ends. Customer also acknowledges that regulatory change during the Agreement term may require MPC to modify or replace some Facilities.
- 2 **Term.** The "Initial Term" of this Agreement is the period stated on Page 1, calculated from the date of the first monthly bill. After the Initial Term, the Agreement will automatically renew on an annual basis until terminated by either Customer or MPC by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. MPC's address for notice is Mississippi Power Company, ATTN: Marketing Lighting Services, PO Box 4079, Gulfport, MS 39502-4079. Customer's address for notice is the Mailing Address shown on Page 1.
- 3 **Payment.** MPC will invoice Customer per the terms stated on Page 1. Customer agrees to pay the amount billed by the due date. If there is a balance outstanding past the due date, Customer agrees to also pay a 1.5% late fee on the unpaid monthly balance and also acknowledges that Customer may be required to pay a deposit of up to two times the Monthly Charge in order to continue service. CUSTOMER ACKNOWLEDGES THAT MPC MAKES NO REPRESENTATION OR WARRANTY REGARDING TREATMENT OF THIS TRANSACTION BY THE INTERNAL REVENUE SERVICE OR THE STATUS OF THIS AGREEMENT UNDER ANY FEDERAL OR STATE TAX LAW; CUSTOMER ENTERS INTO THIS AGREEMENT IN SOLE RELIANCE UPON CUSTOMER'S OWN ADVISORS.
- 4 **Equipment Protection.** Throughout this Agreement's term, Customer will inform its personnel (and any contractor or person performing construction at the Premises or digging near MPC's Facilities) of the Facilities presence. Either Customer or the other party must provide notices and locate requests to the Mississippi One Call System and must coordinate all activities with the One Call Center and with all utility facility owners or operators as required by the then current Mississippi One Call Law. Customer further acknowledges that any such work may require compliance with certain laws and regulations, including, without limitation, the Mississippi High Voltage Power Lines Act, Miss. Code Ann. §§ 45-15-1, et seq., and regulations of the Occupational Safety and Health Administration. These laws and regulations shall be independently consulted by Customer to determine if any additional compliance measures shall be undertaken by Customer prior to commencement of any work; provided, however, that no work shall be performed until such consultation and compliance has been completed. As between Customer and MPC, Customer will bear all costs arising from failure to comply with these laws or for Facility damage caused by anyone other than MPC (or MPC's representatives or contractors). IF THE FACILITIES ARE DAMAGED, CUSTOMER WILL REPORT THE DAMAGE TO MPC AS SOON AS POSSIBLE BY CALLING 800-487-3275.
- 5 **Maintenance/Repairs.** During this Agreement's term, MPC will maintain the Facilities and will bear the cost of routine repair or replacement. All non-routine maintenance or repair can be done at the Customer's request and will be billed to Customer at then-current MPC rates. Customer must notify MPC of any need for Facility repair by calling 877-656-1836. If the Facility damage was caused by Customer or third party, Customer will reimburse MPC for the repair or replacement cost. Either Party shall be excused from performance of its obligations hereunder other than accrued payment obligations and shall not be construed to be in default in respect of such obligations to the extent that, and for so long as, failure to perform such obligations is due to a Force Majeure Event defined as any occurrence, nonoccurrence or set of circumstances that is beyond the reasonable control of such Party.
- 6 **Safety/Damages.** CUSTOMER ACKNOWLEDGES SOLE RESPONSIBILITY FOR THE SAFETY OF THE PREMISES AND ACKNOWLEDGES THAT MPC NEITHER HAS, NOR ASSUMES, ANY OBLIGATION TO ENSURE THE PREMISES' SAFETY. MPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the equipment or any MPC activity under this agreement. Customer will not be entitled to indirect or consequential damages from MPC of any kind (including loss of revenue, loss of actual or anticipated profits, loss of capital costs, loss of business reputation, or punitive damages) arising from any damage or delay involving the Facilities or this Agreement.
- 7 **Indemnity.** To the fullest extent allowed by law, Customer agrees to indemnify, defend (if requested by MPC), and hold harmless MPC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from and against any claim, demand, damage, expense (including attorney's fees and court costs), action, proceeding, judgment, penalty, fine, cost, or other liability (whether based upon tort, breach of contract, strict liability, equity, or otherwise) of any kind or nature for bodily injury (including death) to persons, damage to real or personal property (including loss of use), monetary damage, or equitable relief caused by or arising out of any act or omission of Customer involving this Agreement, the Facilities, or the Premises, in whatever manner caused and regardless of whether caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of MPC, any other person indemnified under this Agreement, or any other person not a party to this Agreement.
- 8 **Default.** Customer will be in default if any amount owed under this Agreement is not paid within 45 days of billing. MPC's waiver of any past default will not waive any other default. If default occurs, MPC may, at its discretion, immediately terminate this Agreement, collect all past due amounts and all amounts due for the Facilities during the Agreement's remaining term, remove the Facilities from the Premises, and seek any other available remedy. MPC shall be entitled to reasonable attorney's fees, costs and expenses associated with any claim or litigation concerning Customer's default of this Agreement.
- 9 **Entire Agreement.** This Agreement contains the parties' entire agreement relating to the Facilities and replaces any prior agreement, written or oral. This Agreement may be modified only by an amendment signed by each party, except that updated contact information (e.g. address, phone number, etc) may be provided at any time by written notice to the other party. This Agreement will be governed by Mississippi law. If any provision is ruled invalid or unenforceable, the Agreement as a whole will not be affected. In this Agreement, "including" means "including, but not limited to."
- 10 **Pole Attachments.** If Customer desires to attach anything to any Facilities (poles, light fixtures, brackets, etc), Customer must first obtain MPC's written permission. Customer must contact MPC's Lighting Services Business Unit at 877-656-1836 to obtain the proper pole attachment authorization.
- 11 **Customer Representations.** Customer represents to MPC that: (i) Customer is expressly authorized by all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the MPC Activities (including the use of vehicles, equipment, tools, and materials necessary); (ii) all Premises property lines are clearly and accurately marked; and (iii) the Premises' final grade will vary no more than 6" from the grade existing at the time of Facility installation.
- a. **Customer Duty.** If MPC agrees to allow Customer to perform any part of the Facility installation (including trenching) itself or through a third party, Customer warrants that its work will meet MPC's installation specifications (which will be provided to the Customer). Customer will bear all reasonable additional costs arising from Customer's non-compliance with MPC's specifications or lack of timely (i.e. 10 days) notice to MPC that MPC's portion of the Facilities installation can commence.
- b. **Underground Facilities/Obstructions.** Because MPC's Activities may require excavation or digging, Customer acknowledges that **Customer must mark all underground obstructions and private utilities and facilities (e.g. gas lines, water lines, sewer lines, irrigation facilities, low voltage data or communication cables or lines, etc) at the Premises.** Customer warrants either that: (i) all underground obstructions and private utilities and facilities have been marked or will be marked before MPC commences Facility installation or other MPC Activities involving excavation or digging; or (ii) there are no underground obstructions or private utilities or facilities at the Premises.
- c. **Unforeseen Conditions.** If Customer fails to properly mark or identify a private utility or facility or other underground obstruction, and damage occurs in connection with MPC's Activities, Customer agrees that, as between Customer and MPC, Customer will bear sole responsibility for any and all damages incurred, including MPC and/or third-party damages, and that MPC will have no liability for any damage or resulting delay. Customer also acknowledges that the estimated charges shown on Page 1 include no allowance for any subsurface rock, wetlands, underground stream, buried waste, unsuitable or unstable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not known to Customer or properly identified and marked by Customer. If an unforeseen condition is encountered, MPC, in its sole discretion, may stop all MPC Activity until Customer either remedies the unforeseen condition or agrees to reimburse all MPC expenses arising from the unforeseen condition. Customer will bear all costs of any Facility modification or change requested by Customer or dictated by unforeseen conditions or circumstances outside MPC's control.

CUSTOMER REPRESENTATIONS ACKNOWLEDGED BY CUSTOMER: Initials: Date: 11/23/22

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 2021

This Subaward Agreement (hereinafter, "Agreement") is made and entered into this 7th day of September, 2022, 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-21-GG-01620-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 2021.

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 2021 (hereinafter "JAG Award") as of October 12, 2021 (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 2021 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, 2021. The Subaward period of performance end date is September 30, 2024.

Section 3. Award Information

- A. Federal Award Number: 15PBJA-21-GG-01620-JAGX
- B. Federal Award Date: October 12, 2021
- C. Federal Award Project Description: Enhancement of Equipment
- D. Total amount of Federal Award: \$86,369.00.
- E. Total Amount of Federal Funds Obligated to the Subrecipient: \$21,557.00
- 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)598-7548; 810 7th Street NW, Washington, DC 20531.
- 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 event safety uniforms
- B.
- C. Subaward Budget:

- **Equipment:**

Event Safety Uniforms

\$21,557.00

Total Cost: \$21,557.00

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

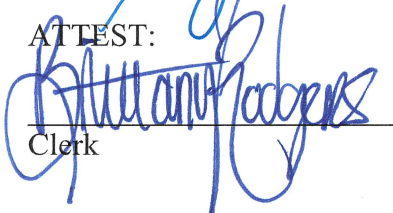
- A. Closeout procedures shall begin within ninety (90) days of the end date of the award (September 30, 2024), or any approved extension.
- B. Biloxi shall submit the following to Gulfport, as pass-through entity:
1. Final Federal Financial Report (FFR) (submitted on SF-425). This final report should 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 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. 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.

Agreed to this this 7th day of Sept., 20 22.

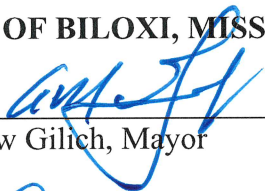
CITY OF GULFPORT, MISSISSIPPI


Billy Hewes, Mayor

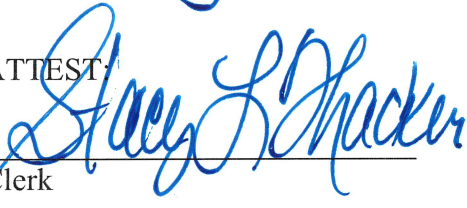
ATTEST:


Clerk

CITY OF BILOXI, MISSISSIPPI



Andrew Gilich, Mayor

ATTEST


Clerk





Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

12062022_24-A

Q-400187-44883.250JD

Issued: 11/17/2022

Quote Expiration: 12/20/2022

EST Contract Start Date: 12/15/2022

Account Number: 112376

Payment Terms: N30
Delivery Method: Fedex - Ground

SHIP TO	BILL TO
2220 15th Street 2220 15TH ST GULFPORT, MS 39501-2025 USA	Gulfport Police Dept. - MS PO Box S Gulfport, MS 39502-0560 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jeremy Deegan Phone: Email: jdeegan@axon.com Fax:	Zachary Anderson Phone: Email: zganderson@gulfport-ms.gov Fax:

Program Length	60 Months
TOTAL COST	\$301,680.00
ESTIMATED TOTAL W/ TAX	\$301,680.00

Bundle Savings	\$28,244.20
Additional Savings	\$122,063.90
TOTAL SAVINGS	\$150,308.10

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Nov, 2022	\$45,672.00
Year 1 Fleet	Jul, 2023	\$14,664.00
Year 2	Nov, 2023	\$45,672.00
Year 2 Fleet	Jul, 2024	\$14,664.00
Year 3	Nov, 2024	\$45,672.00
Year 3 Fleet	Jul, 2025	\$14,664.00
Year 4	Nov, 2025	\$45,672.00
Year 4 Fleet	Jul, 2026	\$14,664.00

Year 5	Nov, 2026	\$45,672.00
Year 5 Fleet	Jul, 2027	\$14,664.00

BILLED ON FULFILLMENT

PLAN NAME	INVOICE DATE	AMOUNT DUE
None	As Fulfilled	\$0.00

Quote Details

Bundle Summary

Item	Description	QTY
AB3C	AB3 Camera Bundle	25
AB31BD	AB3 1-Bay Dock Bundle	25
BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	25
BWCamTAP	Body Worn Camera TAP Bundle	25
BasicLicense	Basic License Bundle	35
DynamicBundle	Dynamic Bundle	1
Fleet3B	Fleet 3 Basic	10
AB3MBD	AB3 Multi Bay Dock Bundle	1
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1

Bundle: AB3 Camera Bundle Quantity: 25 Start: 12/15/2022 End: 12/14/2027 Total: 0 USD

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	25	\$699.00	\$0.00	\$0.00
Camera Mount	74028	WING CLIP MOUNT, AXON RAPIDLOCK	28	\$0.00	\$0.00	\$0.00
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	28	\$0.00	\$0.00	\$0.00

Bundle: AB3 1-Bay Dock Bundle Quantity: 25 Start: 12/15/2022 End: 12/14/2027 Total: 0 USD

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
1-Bay Dock	74211	AXON BODY 3 - 1 BAY DOCK	25	\$200.00	\$0.00	\$0.00

1-Bay Power Cord	71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT	25	\$0.00	\$0.00	\$0.00
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Bundle: Body Worn Camera Single-Bay Dock TAP Bundle Quantity: 25 Start: 12/15/2022 End: 6/14/2025 Total: 6750 USD

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Bundle Scaler	999999	BUNDLE SCALER	1	\$0.00	\$0.00	\$0.00
Dock Warranty	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	25	\$5.50	\$3.94	\$2,954.25
Single-bay Dock Refresh 1	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	25	\$212.00	\$151.83	\$3,795.75

Bundle: Body Worn Camera TAP Bundle Quantity: 25 Start: 12/15/2022 End: 6/14/2025 Total: 21000 USD

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Bundle Scaler	999999	BUNDLE SCALER	1	\$0.00	\$0.00	\$0.00
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	25	\$7.00	\$6.18	\$4,637.25
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	25	\$741.00	\$654.51	\$16,362.75

Bundle: Basic License Bundle Quantity: 35 Start: 12/15/2022 End: 12/14/2027 Total: 31500 USD

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
E.com License	73840	EVIDENCE.COM BASIC LICENSE	35	\$15.00	\$15.00	\$31,500.00
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	35	\$0.00	\$0.00	\$0.00

Bundle: Dynamic Bundle Quantity: 1 Start: 12/15/2022 End: 12/14/2027 Total: 168225 USD

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Other	73682	AUTO TAGGING LICENSE	25	\$9.00	\$9.00	\$13,500.00
Other	73739	PERFORMANCE LICENSE	25	\$9.00	\$9.00	\$13,500.00
Other	73478	REDACTION ASSISTANT USER LICENSE	25	\$9.00	\$9.00	\$13,500.00
Other	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	25	\$24.00	\$24.00	\$36,000.00
Other	85760	Auto-Transcribe Unlimited Service	25	\$20.00	\$20.00	\$30,000.00
Other	73638	STANDARDS ACCESS LICENSE	50	\$9.00	\$9.00	\$27,000.00
Other	73893	STANDARDS LICENSE, NON-SWORN	65	\$20.00	\$0.00	\$0.00
Other	73897	STANDARDS SERVICE, PREMIUM	1	\$20,000.00	\$0.00	\$0.00
Other	73680	RESPOND DEVICE PLUS LICENSE	25	\$19.00	\$19.00	\$28,500.00
Other	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	50	\$1.00	\$0.00	\$0.00
Other	75015	SIGNAL SIDEARM KIT	25	\$249.00	\$249.00	\$6,225.00

Bundle: Fleet 3 Basic Quantity: 10 Start: 8/15/2023 End: 12/14/2027 Total: 67080 USD						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Bundle Scaler	999999	BUNDLE SCALER	1	\$0.00	\$0.00	\$0.00
Storage	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	20	\$17.00	\$12.84	\$13,355.60
E.com License	80400	FLEET, VEHICLE LICENSE	10	\$20.00	\$15.11	\$7,856.30
Camera Kit & Warranty	72036	FLEET 3 STANDARD 2 CAMERA KIT	10	\$2,405.00	\$1,816.77	\$18,167.70
SIM	72048	FLEET SIM INSERTION, ATT	10	\$15.00	\$11.33	\$113.30
Router	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	10	\$1,509.00	\$1,139.92	\$11,399.20
Router Antenna	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	10	\$249.00	\$188.10	\$1,881.00
Vehicle Installation	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	10	\$1,200.00	\$906.49	\$9,064.90
Axon Signal Unit	70112	AXON SIGNAL UNIT	10	\$279.00	\$210.76	\$2,107.60
Other	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	10	\$8.96	\$6.77	\$2,775.10
Other	80379	EXT WARRANTY, AXON SIGNAL UNIT	10	\$1.16	\$0.88	\$359.30

Bundle: AB3 Multi Bay Dock Bundle Quantity: 1 Start: 12/15/2022 End: 12/14/2027 Total: 0 USD						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Dock	74210	AXON BODY 3 - 8 BAY DOCK	1	\$1,495.00	\$0.00	\$0.00
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$0.00	\$0.00	\$0.00
Wall Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	\$43.90	\$0.00	\$0.00

Bundle: Body Worn Camera Multi-Bay Dock TAP Bundle Quantity: 1 Start: 12/15/2022 End: 6/14/2025 Total: 885 USD						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Bundle Scaler	999999	BUNDLE SCALER	1	\$0.00	\$0.00	\$0.00
Dock Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1	\$12.50	\$5.64	\$169.32
Multi-Bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1	\$1,585.00	\$715.68	\$715.68

INDIVIDUAL ITEMS						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Other	80460	FLEET 3 BUNDLE TRUE UP	10	\$78.00	\$78.00	\$6,240.00
Total:						\$6,240.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.



Signature

12/7/2022

Date Signed

11/17/2022

FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Gulfport Police Dept. - MS the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

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

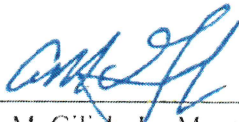
1. Obligations of Law Enforcement Partners

- 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

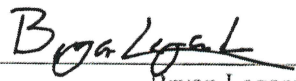
Envisage Research and Analytics

November 5, 2021
~~October~~, 2021
Date

By: _____
Steven Maberry

Date

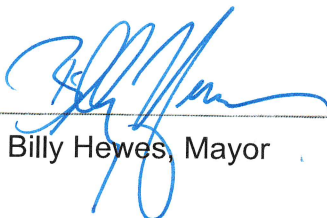
Project NOLA

By: 
Bryan Lagarde

November 15, 2021

Date

Gulfport Police Department

By: 
Billy Hewes, Mayor

December 7, 2022

Date

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	bkelly@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

City of Gulfport

Buying Entity and Contact Name



Signature

Billy Hewes, Mayor

Title

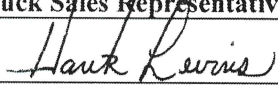
December 7, 2022

Date

Sunbelt Fire, Inc.

Hank Levins

Truck Sales Representative



Signature

Territory Truck Manager

Title

11/7/2022

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.





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.

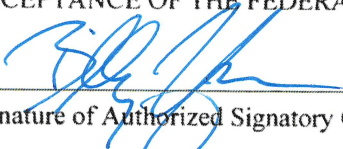
Grant funds will be disbursed to Sub-Recipients (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

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.

12062022_22

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

9. Congressional District: 4

11. Initial Federal Award
Date: September 1, 2022

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:



Date

9/16/22

Name: Baxter Kruger
Title: MOHS Executive Director/SAA

15. Approval from Sub-Recipient:



Date

12/7/22

Name: Billy Hawes, mayor
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: FY22HS GP	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
Commodities/Supplies	Total Equipment = \$30,000.00	\$0.00	\$0.00	\$0.00
Other:		\$0.00	\$0.00	\$0.00
TOTALS		\$30,000.00	\$0.00	\$30,000.00

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:

Authorized Signatory Official's Printed Name:

Organizational Title:

UEI Number:

APPROVED: STATE OF MISSISSIPPI/DEPARTMENT OF PUBLIC SAFETY/MISSISSIPPI OFFICE OF HOMELAND SECURITY

By: _____

Date: _____

Executive Director/SAA

Mississippi Office of Homeland Security

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: agingere11e@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: 

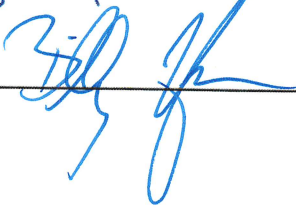
Authorized Signatory Official Certification

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: [Signature]

Title: Mayor

Date: 12/7/22

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)	39561
Unique Entity Identification (UEI) #	G8SCFJ32K4NS
Amount of Award:	\$30,000.00

Section 2: Compensation Information: Answer only if award is \$30,000.00 or more in federal funds)

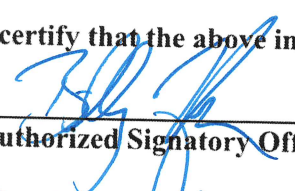
1. More than 80% of the Agency organization's annual gross revenue are federal funds.
☐ Yes (If yes, proceed to Question 2)
☒ No (If No, stop, proceed to Section 3)
2. Federal Revenue exceeds twenty-five (25) million dollars.
☐ Yes (If Yes, proceed to Question 3)
☒ No (If No, stop, proceed to Section 3)
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)

12/7/22
Date

Billy Hewes
Authorized Signatory Official (Printed Name)

Mayor
Title



Human Resources

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5831
Fax: 228-868-5722

MEMO TO: City Council
Jeff Bruni, City Attorney
Todd Harman, Director of Finance

Human Resources
1422 23rd Ave
Gulfport, MS 39501

FROM: Ryan Merrill, Director of Urban Development
Leonard Papania, CAO

RE: Establish a Ordinance to Create a Housing/Grant Program Coordinator
Position within the Finance Department.

DATE: December 8th, 2022

At the request of the Director of Finance and Accounting, with the approval of the Chief Administrative Officer and in line with the Councils \$55,000 rule approved on November 22, 2022, please establish an ordinance to create a Housing / Grant Program Coordinator position. This position will be in grade 205 and posted between \$44,011.00 and \$48,091.42 (Step 0- Step 9). This position was previously funded and a budget amendment is not required. The current Housing / Grant Program Coordinator will be vacating the position effective the 31st of December 2022.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2022, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR FUNDING OF LIMITED STEP INCREASES DURING THE COURSE OF THE FISCAL YEAR BEGINNING OCTOBER 1 AND ENDING SEPTEMBER 30 EACH YEAR, AND RATIFYING THE SETTING OF SALARIES OF COMPENSATION FOR THOSE EMPLOYEES SERVING IN AFFECTED POSITIONS

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 Section 21-8-13 of the Mississippi Code Annotated provides that the authority of Gulfport’s City Council is legislative and which authority includes the authority to compile, adopt, and adjust the City’s budget each fiscal year; and

WHEREAS, on October 6, 2020, the City of Gulfport’s Governing Authority adopted a revised version of the Salary Grade Schedule upon which all salaries of compensation paid to employees in the City are based and which Salary Grade Schedule sets forth various Grades for which all positions in the City are assigned by the Governing Authority and which Salary Grade Schedule also sets forth various steps of differing rates of compensation for and within each Grade; and

WHEREAS, in view of significant changes in the region’s economic climate since especially the start of the COVID-19 pandemic and the resulting shortages in the labor force and the change in dynamics associated with available and skilled workers, and the subsequent significant changes in the economy, all of which has adversely affected and impacted the City’s

work force, there is a need to address surplus funds in personnel line items in various Departments' budgets in view of labor shortages that arise during the course of the fiscal year; and

WHEREAS, the Governing Authority, in furtherance of its pursuit to be fiscally responsible with municipal funds and to monitor the budget during the course of the fiscal year, does hereby find that the use of funding from personnel services line items in Department budgets should be limited to no more than increases of five (5) consecutive Steps above base salaries for positions in the same Grades in the City's Salary Grade Schedule (adopted on October 6, 2020), as established and funded for such positions at the start of the then fiscal year and for each fiscal year, unless otherwise approved, authorized, or specifically funded by the City's Governing Authority.

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 until or unless subsequently modified, rescinded, or supplanted by the City's Governing Authority, the use of funding from personnel services line items in City Department budgets shall hereby be limited to no more than increases of five (5) consecutive Steps above those salaries for positions in the same Grades in the City's Salary Grade Schedule (adopted on October 6, 2020), as established and funded for such positions at the start of the then fiscal year and for each fiscal year, unless otherwise approved, authorized, or specifically funded by the City's Governing Authority.

SECTION 3. To provide for the immediate and temporary preservation of the public peace, health and safety, this Ordinance shall be in full force and become effective upon its

passage by unanimous vote and enactment according to law and shall be spread on the minutes of the Gulfport City Council. The Ordinance shall be published according to law and for failure to pass unanimously, shall take effect thirty (30) days after the date of passage.

SECTION 4. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance limits the use of funding from personnel services line items in City Department budgets to no more than increases of five (5) consecutive Steps above those salaries for positions in the same Grades in the City’s Salary Grade Schedule (adopted on October 6, 2020), as established and funded for such positions at the start of the then fiscal year, unless otherwise approved, authorized, or specifically funded by the City’s Governing Authority. 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