



# City of Gulfport, Mississippi

## Agenda City Council

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

---

Tuesday, June 20, 2023

1:30 PM

*Gulfport City Hall  
Council Chambers*

---

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

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

**Presentation Agenda**

- Mayor's Report

**Policy Issues**

### **Minutes / Appointment**

- 1 Approval of Minutes - for May 16, 2023.
- 2 Approval of Minutes - for June 6, 2023.
- 3 Ratification - of Appointment to Architectural Review Committee.

### **Code Enforcement / Planning**

- 4 Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.
- 5 Planning Commission Approval Denial - request for medical cannabis dispensary - Zoned B-2 ( General Business) - located at 2159 East Pass Road Suite A - Case # 2304PC031 - Ward 2 - with Appeal
- 6 Planning Commission Approval - request for an indoor shooting range - Zoned I-2 (Heavy Industry) - located at 9506 Creosote Road & 9524 Creosote Road - Case # 2304PC037 - Ward 3 - with Appeal

**Ordinances**

- 7 Ordinance - requesting amendments to Comprehensive Zoning Ordinance, as amended, to amend Section III, (K), (2), to allow with Planning Commission approval, a medical dispensary use in a T4+, R-B zoning districts - Case # 2302PC016 - with Objection.
- 8 Ordinance - providing for the salary of compensation for one (1) "Public Works Inspector" position, and for related purposes.

**Resolutions**

- 9 Resolution - appointing Mississippi Municipal League 2023 Voting Delegates for the City of Gulfport, and for related purposes.
- 10 Resolution - establishing an Emergency Medical Service District, and for related purposes.
- 11 Resolution - approving Award to Waste Pro of Mississippi, Inc., for Residential and Light Commercial Garbage and Recycling Collection and Transport, subject to final contract negotiation, and for related purposes.
- 12 Resolution - approving Brownfield Development and Reimbursement Agreement in connection with the Triplett Day Building Renovations, and for related purposes.
- 13 Resolution - approving the Memorandum of Understanding with Flock Group, Inc., and for related purposes.
- 14 Resolution - approving Non-Renewal of Subscription Services License and Use Agreement with TriTech Software Systems, and for related purposes.
- 15 Resolution - approving renewal of Grounds Maintenance Contracts and amendment of Grounds Maintenance Contract with King's Sprinkler, and for related purposes.
- 16 Resolution - approving Standard Commercial Security Agreement with AllSafe Technologies, LLC, and for related purposes.
- 17 Resolution - authorizing the City of Gulfport to apply for a Defense Community Infrastructure Pilot (DICP) Program Grant, and for related purposes.



**Budget Amendments / Docket of Claims**

- 18 Budget Amendment #91 - increasing line item 286 Capital (CNET) from restitution. *(no publication needed)*
- 19 Docket of Claims - to be approved through June 21, 2023.

**Routine Agenda**

- 20 Acknowledgment - of previously approved and subsequently executed Agreements, Contracts, and/or Documents - to be made a part of the minutes.
- 21 Code Enforcement Notice(s) - to be made a part of the minutes.
- 22 Legal Notice - advertisement of RFQ for Engineering Services of Citywide Lift Station Rehabilitation.
- 23 Legal Notice - advertisement of RFQ for Engineering Services for Debuys Road Sewer Pump Station.
- 24 Letter - regarding bid awarded by Purchasing to Shaw Signs for Station #1 signage - Fire Department - to be made a part of the minutes.
- 25 Public Records Request - for the month of May 2023 - to be made a part of the minutes.

**Public Agenda**

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

**Council Comments****Memorial Adjournment****Executive Session****Setting of Next Meeting and Adjournment**



OFFICE OF MAYOR

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

May 30, 2023

City Hall  
2309 15<sup>th</sup> St.  
Gulfport, MS 39501

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

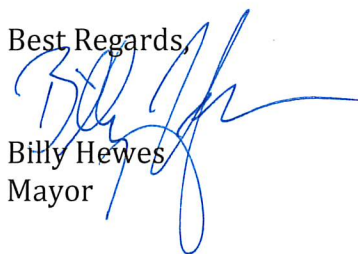
Dear Council Members,

I respectfully submit to you for consideration the appointment of Victoria Salloum Chambers to serve on the City of Gulfport Architecture Review Committee (ARC), member D position. Mrs. Chambers is a lifelong resident of Gulfport and graduated from Loyola University in New Orleans. Following graduation, she spent 7 years in New York City working for a cable network. Her connections there took her to Atlanta, Georgia where she spent the next 14 years in the trade show industry.

With heritage dating back to the 1900's, Gulfport was calling her home and she returned in 2005. She is an associate with Southeastern Commercial and both she and her husband are active in our community. She is a member of the Gulf Coast Association of Realtors, a member of the American Heart Association Board, chairperson of the Heart Auxiliary Gulf Coast, active at Lynn Meadows Discovery Center and several carnival associations.

I am confident in Victoria's ability to serve on the ARC as she has dedicated a great deal of her time and energy to restoring many of our city's historical buildings owned by her family. Your ratification of her appointment will be greatly appreciated. Her term will expire on December 31, 2027.

Best Regards,

  
Billy Hewes  
Mayor

## TABLE OF CONTENTS

### WARD 1

| PARCEL           | LOCATION            | OWNER                             |
|------------------|---------------------|-----------------------------------|
| 0711J-06-051.001 | 1306 WOODWARD AVE A | UP THE CREEK WITHOUT A PADDLE LLC |
| 0711I-01-092.000 | 1235 37TH AVE       | TRUMP PETER F                     |
| 0711H-01-049.000 | 3516 20TH ST        | BROWN SYLVIA R ETAL               |
| 0710N-01-031.000 | 5004 28TH ST        | GULFPORT PARTNERS V LP            |
| 0710M-01-027.008 | 5790 28TH ST        | SUPREME INVESTMENT GROUP INC      |

### WARD 2

| PARCEL           | LOCATION        | OWNER                 |
|------------------|-----------------|-----------------------|
| 0711I-01-034.000 | 1320 36TH AVE   | GRIFFIN DONNA         |
| 0711I-02-013.000 | 3510 12TH ST    | BROOKING LEIGH D      |
| 1010N-04-029.000 | 1432 GEORGIA PL | POC HOLDINGS INC      |
| 0811L-04-082.000 | 1205 33RD AVE A | TRIUNE CAPITAL MS LLC |

### WARD 3

| PARCEL           | LOCATION       | OWNER                  |
|------------------|----------------|------------------------|
| 0911C-01-017.000 | 2700 HEWES AVE | NGUYEN DUNG & XUAN THI |

### WARD 5

| PARCEL           | LOCATION         | OWNER                 |
|------------------|------------------|-----------------------|
| 0808N-04-008.000 | 209 CLEVE ST     | FLURRY LOUISE         |
| 0808J-04-083.000 | 113 GAHAN DR     | VOYLES REBECCA J      |
| 0809B-03-014.012 | 14471 WHITNEY DR | HARTMANN PERRY ALFRED |

### WARD 6

| PARCEL           | LOCATION           | OWNER          |
|------------------|--------------------|----------------|
| 0908K-03-095.000 | 2414 EAST BIRCH DR | GANZY HORACE G |

### WARD 7

| PARCEL           | LOCATION         | OWNER                              |
|------------------|------------------|------------------------------------|
| 0807M-02-023.000 | 15294 STEPHEN DR | CONLEY JASON L & LEANNA M          |
| 0808K-03-133.003 | 15236 SUNSET CT  | ROMERO ANTONIO E B & BELTRAN ELINE |



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

May 23, 2023

UP THE CREEK WITHOUT A PADDLE LLC  
1306 WOODWARD AVE  
SUMMERDALE, AL 36580

Reference: Tax Parcel Number: 0711J-06-051.001  
1306 WOODWARD AVE A

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

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

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

**NOTICE OF HEARING**

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/20/2023 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: KENNETH CASEY SR

Case Number: 11351

**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

May 23, 2023

UP THE CREEK WITHOUT A PADDLE LLC

20899 COUNTY RD 36

SUMMERDALE, AL 36580

Reference: Tax Parcel Number: 0711J-06-051.001  
1306 WOODWARD AVE A

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

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

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

**NOTICE OF HEARING**

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/20/2023 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*

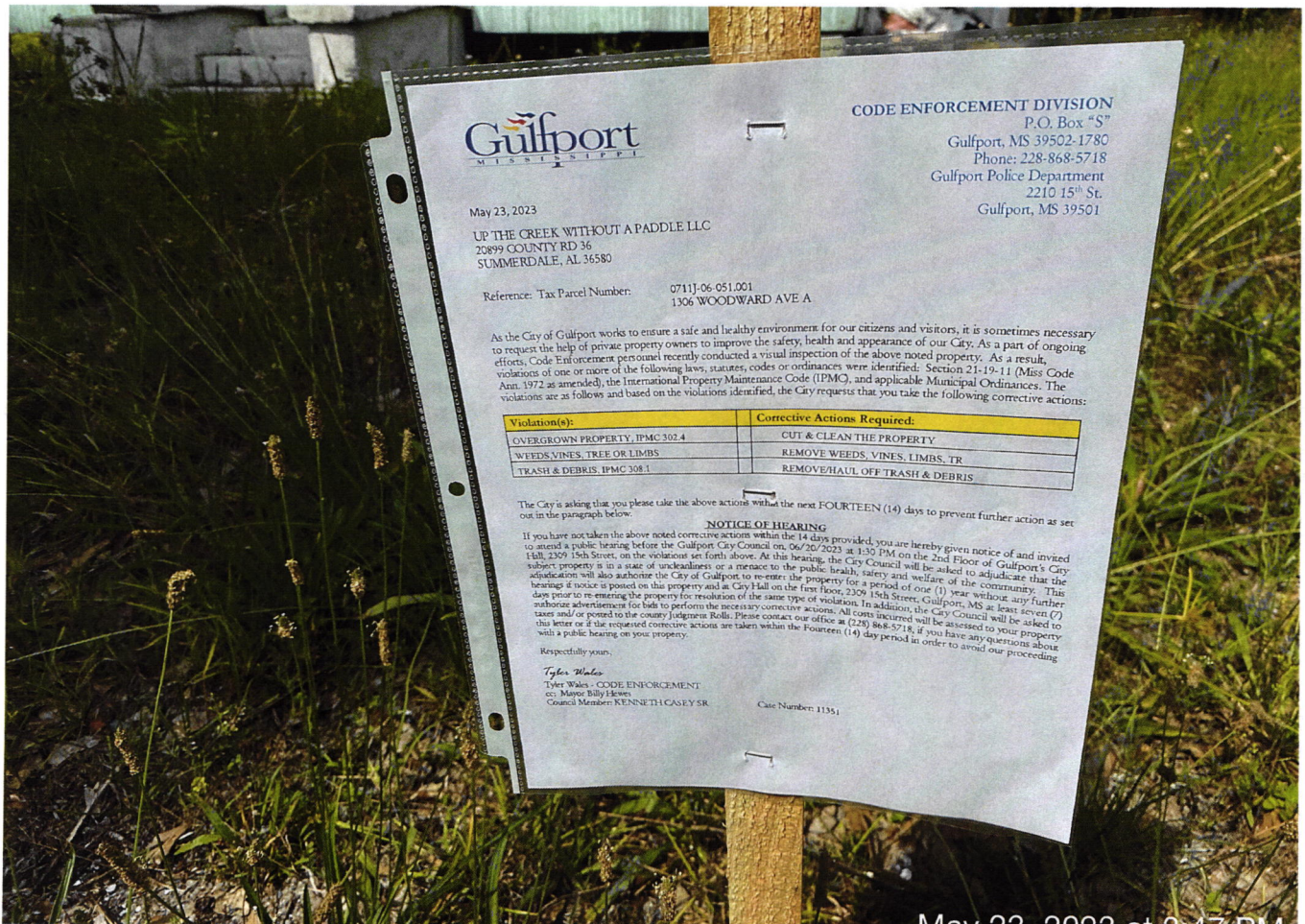
Tyler Wales - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: KENNETH CASEY SR

Case Number: 11351





CODE ENFORCEMENT DIVISION  
P.O. Box "S"  
Gulfport, MS 39502-1780  
Phone: 228-868-5718  
Gulfport Police Department  
2210 15<sup>th</sup> St.  
Gulfport, MS 39501

May 23, 2023

UP THE CREEK WITHOUT A PADDLE LLC  
20899 COUNTY RD 36  
SUMMERDALE, AL 36580

Reference: Tax Parcel Number: 0711-06-051.001  
1306 WOODWARD AVE A

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

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

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

#### NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on 06/20/2023 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 advertisements 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 KENNETH CASEY SR

Case Number: 11351

May 23, 2023 at 3:47 PM







**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

May 26, 2023

TRUMP PETER F  
1235 37TH AVE  
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711I-01-092.000  
1235 37TH 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:   |
|----------------------------|--------------------------------|
| TRASH & DEBRIS, IPMC 308.1 | REMOVE/HAUL OFF TRASH & DEBRIS |
| CLUTTER, IPMC 302.10       | REMOVE CLUTTER AND DEBRIS      |

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

**NOTICE OF HEARING**

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/20/2023 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: KENNETH CASEY SR

Case Number: 11381















**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

May 26, 2023

LA CASA I LLC

P O BOX 82469

LAS VEGAS, NV 89180

Reference: Tax Parcel Number: 0711H-01-049.000  
3516 20TH ST

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

| Violation(s):                 | Corrective Actions Required:   |
|-------------------------------|--------------------------------|
| TRASH & DEBRIS, IPMC 308.1    | REMOVE/HAUL OFF TRASH & DEBRIS |
| PROHIBITED DEBRIS, SEC. 4-174 | REMOVE PROHIBITED ITEMS        |
| EXT MAINTENANCE, IPMC 304.1   | MAKE NECESSARY REPAIRS         |
| UNSAFE STRUCTURE, MS 21-19-11 | 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**

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/20/2023 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: KENNETH CASEY SR

Case Number: 11386



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

May 26, 2023

LA CASA I LLC

3516 20<sup>TH</sup> ST

GULFPORT, MS 39503

Reference: Tax Parcel Number: 0711H-01-049.000  
3516 20TH ST

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

| Violation(s):                 | Corrective Actions Required:   |
|-------------------------------|--------------------------------|
| TRASH & DEBRIS, IPMC 308.1    | REMOVE/HAUL OFF TRASH & DEBRIS |
| PROHIBITED DEBRIS, SEC. 4-174 | REMOVE PROHIBITED ITEMS        |
| EXT MAINTENANCE, IPMC 304.1   | MAKE NECESSARY REPAIRS         |
| UNSAFE STRUCTURE, MS 21-19-11 | 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**

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/20/2023 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: KENNETH CASEY SR

Case Number: 11386









CODE ENFORCEMENT DIVISION  
P.O. Box "S"  
Gulfport, MS 39502-1780  
Phone: 228-868-5718  
Gulfport Police Department  
2210 15<sup>th</sup> St.  
Gulfport, MS 39501

May 26, 2023

LA CASA I LLC  
P.O. BOX 82469  
LAS VEGAS, NV 89180

Reference: Tax Parcel Number 0711H-01-049.000  
3516 20TH 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. 1973 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

| Violation(s)                  | Corrective Actions Required:   |
|-------------------------------|--------------------------------|
| TRASH & DEBRIS, IPMC 508.1    | REMOVE/HAUL OFF TRASH & DEBRIS |
| PROHIBITED DEBRIS, SEC. 4-174 | REMOVE PROHIBITED ITEMS        |
| EXT. MAINTENANCE, IPMC 364.1  | MAKE NECESSARY REPAIRS         |
| UNSAFE STRUCTURE, MS 21-19-11 | 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

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on 06/29/2023 at 1:30 PM on the 2nd floor of Gulfport City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate the status of the property in as a state of uncertainty on a notice 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 in City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) business days prior to re-entering the property for violation 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 be posted to the County Judgment Roll. 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 Wilson  
City Manager  
City of Gulfport  
Council Member KENNETH CASEY SR

Case Number: 11336

May 26, 2023 at 3:25 PM



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

May 30, 2023

GULFPORT PARTNERS V LP  
124 ONE MADISON PLAZA STE 1500  
MADISON, MS 39110

Reference: Tax Parcel Number: 0710N-01-031.000  
5004 28TH ST

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

| Violation(s):              | Corrective Actions Required:   |
|----------------------------|--------------------------------|
| TRASH & DEBRIS, IPMC 308.1 | REMOVE/HAUL OFF TRASH & DEBRIS |
|                            |                                |

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

**NOTICE OF HEARING**

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/20/2023 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: KENNETH CASEY SR

Case Number: 11391



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"  
Gulfport, MS 39502-1780  
Phone: 228-868-5718  
Gulfport Police Department  
2210 15<sup>th</sup> St.  
Gulfport, MS 39501

May 30, 2023

GULFPORT PARTNERS V LP  
5004 28<sup>TH</sup> ST  
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0710N-01-031.000  
5004 28<sup>TH</sup> ST

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

| Violation(s):              | Corrective Actions Required:   |
|----------------------------|--------------------------------|
| TRASH & DEBRIS, IPMC 308.1 | REMOVE/HAUL OFF TRASH & DEBRIS |
|                            |                                |

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

**NOTICE OF HEARING**

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/20/2023 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: KENNETH CASEY SR

Case Number: 11391













CODE ENFORCEMENT DIVISION  
P.O. Box "S"  
Gulfport, MS 39502-1780  
Phone: 228-868-5718  
Gulfport Police Department  
2210 15th St.  
Gulfport, MS 39501

May 30, 2023

GULFPORT PARTNERS V LP  
124 ONE MADISON PLAZA STE 1500  
MADISON, MS 39110

Reference: Tax Parcel Number

071GN-01-031.000  
5004 28TH ST

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

| Violation(s):              | Corrective Actions Required:   |
|----------------------------|--------------------------------|
| TRASH & DEBRIS, IPMC 308.1 | REMOVE/HAUL OFF TRASH & DEBRIS |

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

**NOTICE OF HEARING**  
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on 06/20/2023 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 unsoundness 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 owner and be posted to the county Judgment Rolls. Please contact our office at (228) 868-5718 if you have any questions about these letters 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,  
[Signature]  
CODE ENFORCEMENT  
CITY OF GULFPORT  
CITY CLERK CASEY SR

Case Number: 11393

May 30, 2023 at 3:20 PM



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

June 2, 2023

SUPREME INVESTMENT GROUP INC

5198 DEMONTLUZIN ST

NEW ORLEANS, LA 70122

Reference: Tax Parcel Number: 0710M-01-027.008  
5790 28TH ST

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

| Violation(s):                  | Corrective Actions Required:   |
|--------------------------------|--------------------------------|
| OVERGROWN PROPERTY, IPMC 302.4 | CUT & CLEAN THE PROPERTY       |
| WEEDS, VINES, TREE OR LIMBS    | REMOVE WEEDS, VINES, LIMBS, TR |
| TRASH & DEBRIS, IPMC 308.1     | REMOVE/HAUL OFF TRASH & DEBRIS |
| PROHIBITED DEBRIS, SEC. 4-174  | REMOVE PROHIBITED ITEMS        |

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

**NOTICE OF HEARING**

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/20/2023 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: KENNETH CASEY SR

Case Number: 11427



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

June 2, 2023

SUPREME INVESTMENT GROUP INC

5790 28<sup>TH</sup> ST

GULFPORT, MS 39501

Reference: Tax Parcel Number: 0710M-01-027.008  
5790 28<sup>TH</sup> ST

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

| Violation(s):                  | Corrective Actions Required:   |
|--------------------------------|--------------------------------|
| OVERGROWN PROPERTY, IPMC 302.4 | CUT & CLEAN THE PROPERTY       |
| WEEDS, VINES, TREE OR LIMBS    | REMOVE WEEDS, VINES, LIMBS, TR |
| TRASH & DEBRIS, IPMC 308.1     | REMOVE/HAUL OFF TRASH & DEBRIS |
| PROHIBITED DEBRIS, SEC. 4-174  | REMOVE PROHIBITED ITEMS        |

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

**NOTICE OF HEARING**

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/20/2023 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: KENNETH CASEY SR

Case Number: 11427









Jun 5, 2023 at 10:21 AM



Jun 5, 2023 at 10:20 AM





Jun 5, 2023 at 10:21 AM



Jun 5, 2023 at 10:21 AM



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

May 31, 2023

GRIFFIN DONNA  
1320 36TH AVE  
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711I-01-034.000  
1320 36TH 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 |
| VACANT STRUCTURE, IPMC 301.3   | BOARD UP AND SECURE OPENINGS   |

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

**NOTICE OF HEARING**

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/20/2023 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*

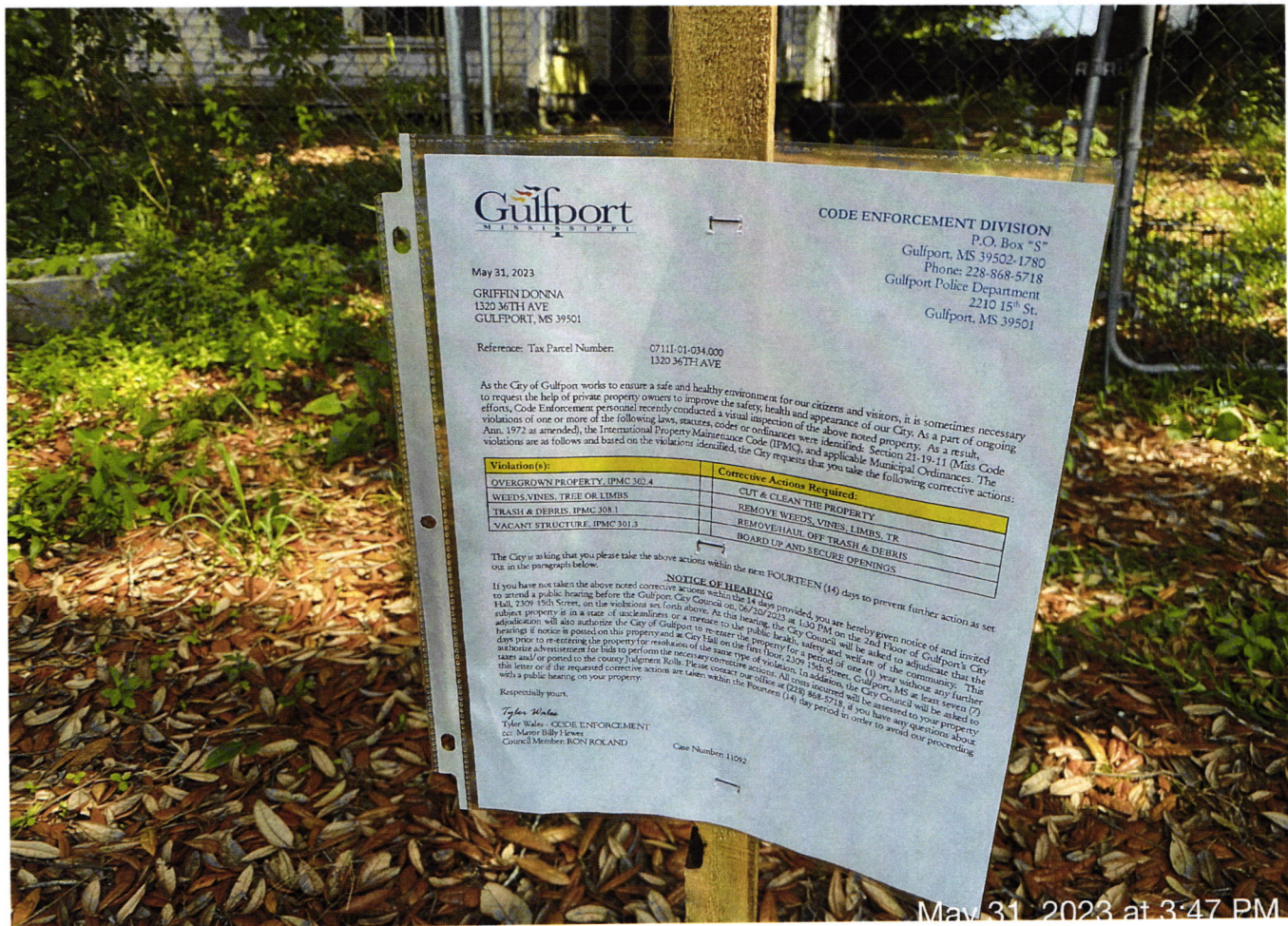
Tyler Wales - CODE ENFORCEMENT  
cc: Mayor Billy Hewes  
Council Member: RON ROLAND

Case Number: 11092











**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

May 31, 2023

BROOKING LEIGH D

3510 12<sup>TH</sup> ST

GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711I-02-013.000  
3510 12TH ST

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

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

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

**NOTICE OF HEARING**

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/20/2023 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: 11110



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"  
Gulfport, MS 39502-1780  
Phone: 228-868-5718  
Gulfport Police Department  
2210 15<sup>th</sup> St.  
Gulfport, MS 39501

May 31, 2023

BROOKING LEIGH D  
640 NELLWOOD DR  
HATTIESBURG, MS 39402

Reference: Tax Parcel Number: 0711I-02-013.000  
3510 12TH ST

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

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

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

**NOTICE OF HEARING**

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/20/2023 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: 11110









CODE ENFORCEMENT DIVISION  
P.O. Box "S"  
Gulfport, MS 39502-1780  
Phone: 228-868-5718  
Gulfport Police Department  
2210 15<sup>th</sup> St.  
Gulfport, MS 39501

May 31, 2023

BROOKING LEIGHT  
640 NELLWOOD DR  
HATTIESBURG, MS 39402

07111-02-013.000  
3510 12TH ST

Reference: Tax Parcel Number:

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 (May Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

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

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

#### NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on 06/20/2023 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 hearing 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 reentering 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,

Taylor Walker  
City Manager - CODE ENFORCEMENT

Case Number 11110

May 31, 2023 at 3:42 PM



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

May 30, 2023

POC HOLDINGS INC

PO BOX 516

MAGEE, MS 39111

Reference: Tax Parcel Number: 1010N-04-029.000  
1432 GEORGIA PL

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

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

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

**NOTICE OF HEARING**

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/20/2023 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,

*Candace Gemmill*

Candace Gemmill - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RON ROLAND

Case Number: 11177



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

May 30, 2023

POC HOLDINGS INC  
1432 GEORGIA PL  
GULFPORT, MS 39507

Reference: Tax Parcel Number: 1010N-04-029.000  
1432 GEORGIA PL

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

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

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

**NOTICE OF HEARING**

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/20/2023 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,

*Candace Gemmill*

Candace Gemmill - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RON ROLAND

Case Number: 11177







**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

June 5, 2023

TRIUNE CAPITAL MS LLC

2028 E BEN WHITE BLVD STE 240-2877

Austin, TX 78741

Reference: Tax Parcel Number: 0811L-04-082.000  
1205 33RD AVE A

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

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

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

**NOTICE OF HEARING**

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/20/2023 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: 11399



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"  
Gulfport, MS 39502-1780  
Phone: 228-868-5718  
Gulfport Police Department  
2210 15<sup>th</sup> St.  
Gulfport, MS 39501

June 5, 2023

TRIUNE CAPITAL MS LLC  
1205 33<sup>RD</sup> AVE  
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811L-04-082.000  
1205 33<sup>RD</sup> AVE

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

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

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

**NOTICE OF HEARING**

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/20/2023 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*

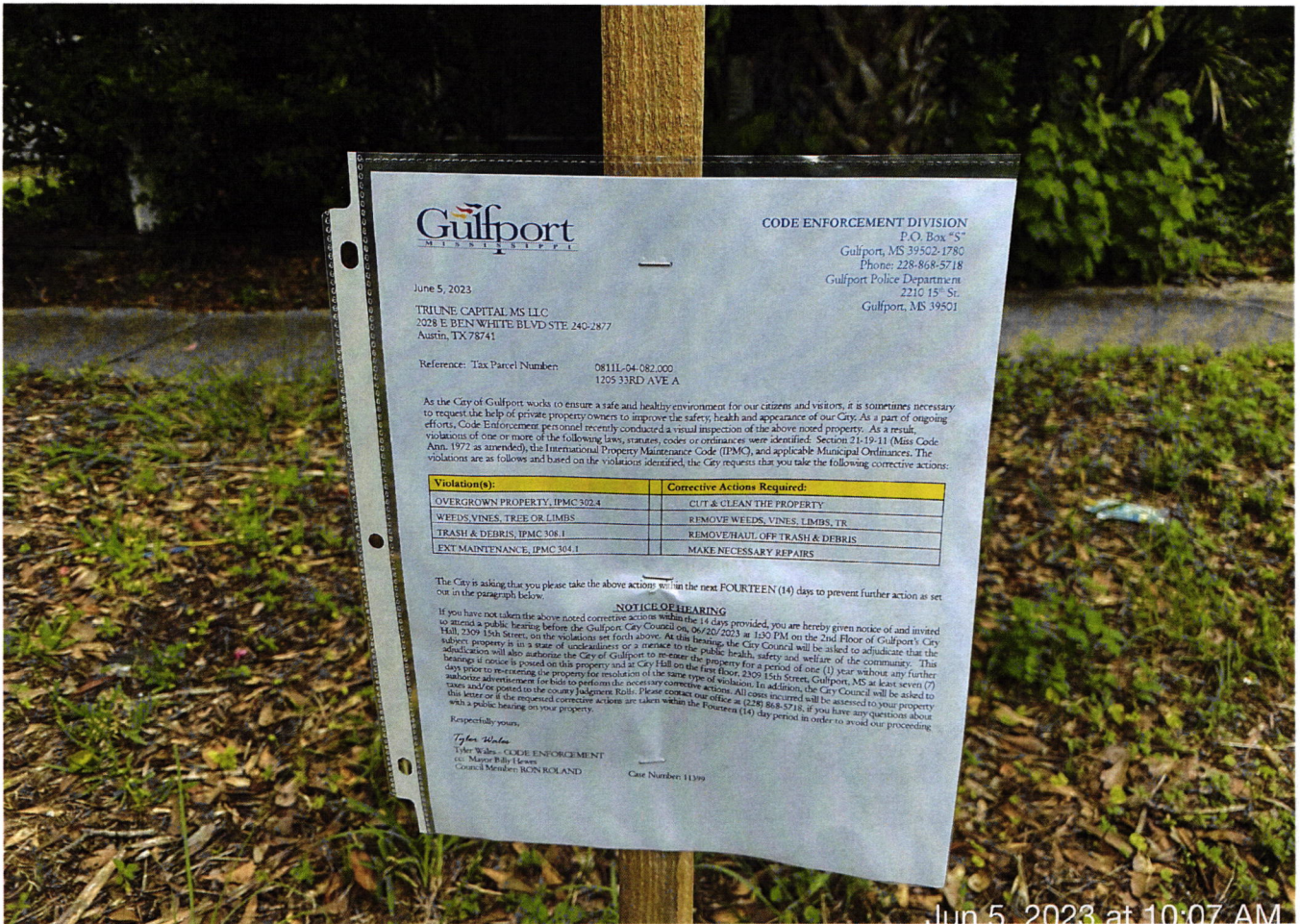
Tyler Wales - CODE ENFORCEMENT  
cc: Mayor Billy Hewes  
Council Member: RON ROLAND

Case Number: 11399





















CODE ENFORCEMENT DIVISION

P.O. Box "S"  
Gulfport, MS 39502-1780  
Phone: 228-868-5718

May 25, 2023

Gulfport Police Department  
2210 15<sup>th</sup> St.  
Gulfport, MS 39501

NGUYEN DUNG & XUAN THI  
2735 LOST CHANNEL RD  
BILOXI, MS 39531

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE  
INTERNATIONAL PROPERTY MAINTENANCE CODE AND  
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 0911C-01-017.000  
2700 HEWES AVE

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

| Violation(s):              | Required Corrective & Remedial Action(s):                                 |
|----------------------------|---------------------------------------------------------------------------|
| TRASH & DEBRIS, IPMC 308.1 | REMOVE/HAUL OFF TRASH & DEBRIS (CONTENTS IN DUMPSTER NEED TO BE REMOVED ) |
|                            |                                                                           |

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,

*Josh Troutman*

Josh Troutman  
City of Gulfport Code Official

Case Number: 11245





CODE ENFORCEMENT DIVISION

P.O. Box "S"  
Gulfport, MS 39502-1780  
Phone: 228-868-5718

May 25, 2023

Gulfport Police Department  
2210 15<sup>th</sup> St.  
Gulfport, MS 39501

NGUYEN DUNG & XUAN THI  
2700 HEWES 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: 0911C-01-017.000  
2700 HEWES AVE

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

| Violation(s):              | Required Corrective & Remedial Action(s):                                 |
|----------------------------|---------------------------------------------------------------------------|
| TRASH & DEBRIS, IPMC 308.1 | REMOVE/HAUL OFF TRASH & DEBRIS (CONTENTS IN DUMPSTER NEED TO BE REMOVED ) |
|                            |                                                                           |

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,

*Josh Troutman*

Josh Troutman  
City of Gulfport Code Official

Case Number: 11245





May 25, 2023



May 25, 2023







**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

June 2, 2023

FLURRY LOUISE  
209 CLEVE ST RT 4  
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808N-04-008.000  
209 CLEVE ST

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

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

315

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

**NOTICE OF HEARING**

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/20/2023 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,

*Travis Johnson*

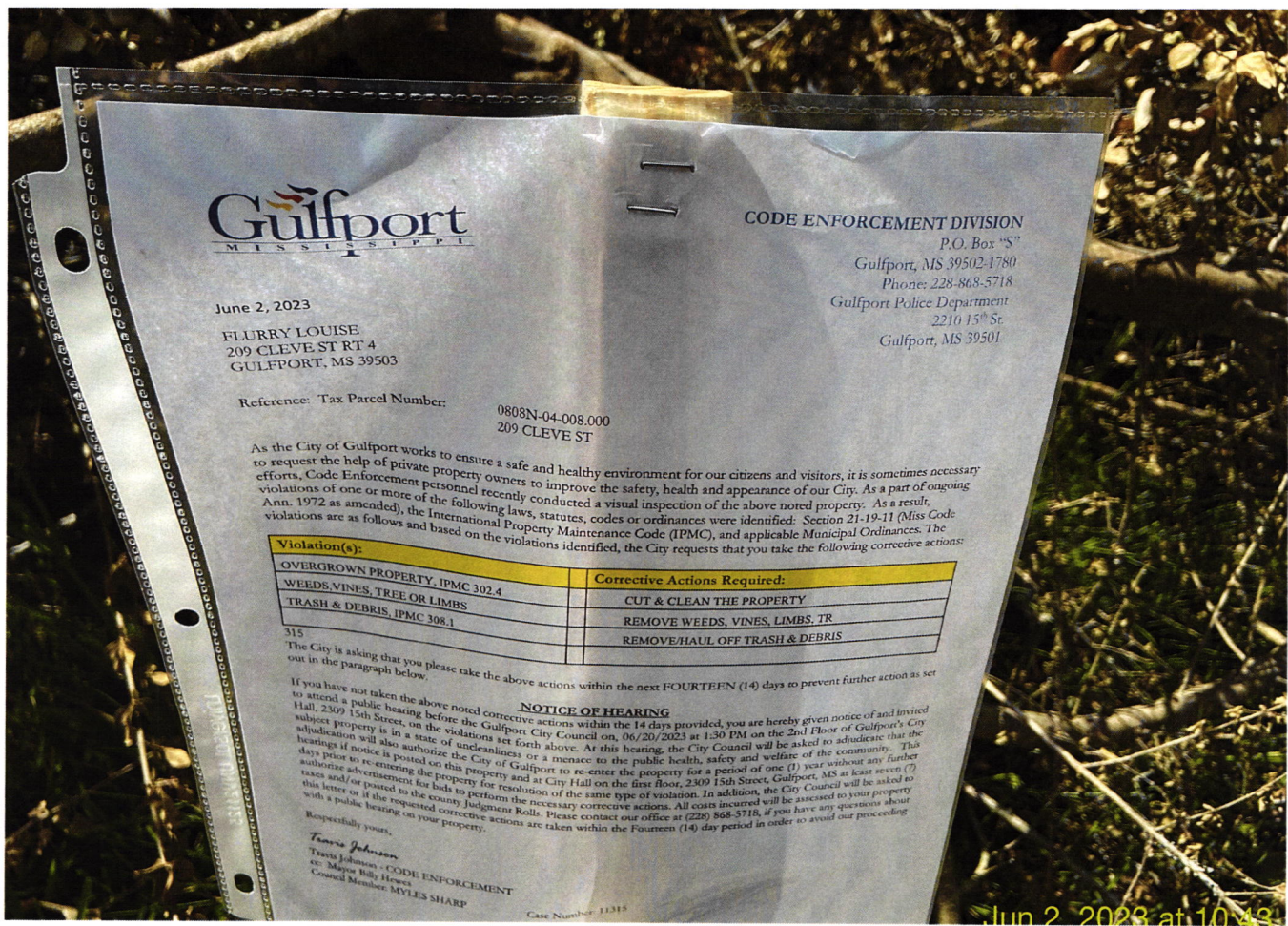
Travis Johnson - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: MYLES SHARP

Case Number: 11315





CODE ENFORCEMENT DIVISION

P.O. Box "S"  
Gulfport, MS 39502-1780  
Phone: 228-868-5718  
Gulfport Police Department  
2210 15th St.  
Gulfport, MS 39501

June 2, 2023  
FLURRY LOUISE  
209 CLEVE ST RT 4  
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808N-04-008.000  
209 CLEVE ST

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

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

315

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.

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/20/2023 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 passed to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,  
Travis Johnson  
Travis Johnson, CODE ENFORCEMENT  
OFF: Mayor Billy Hewitt  
Council Member MYLES SHARP

Case Number: 11315

Jun 2 2023 at 10:43



Jun 2 2023 at 10:43







**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

May 25, 2023

VOYLES REBECCA J  
113 GAHAN DR  
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808J-04-083.000  
113 GAHAN DR

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

| Violation(s):                | Corrective Actions Required: |
|------------------------------|------------------------------|
| VACANT STRUCTURE, IPMC 301.3 | BOARD UP AND SECURE OPENINGS |
|                              |                              |

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

**NOTICE OF HEARING**

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/20/2023 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,

*Travis Johnson*

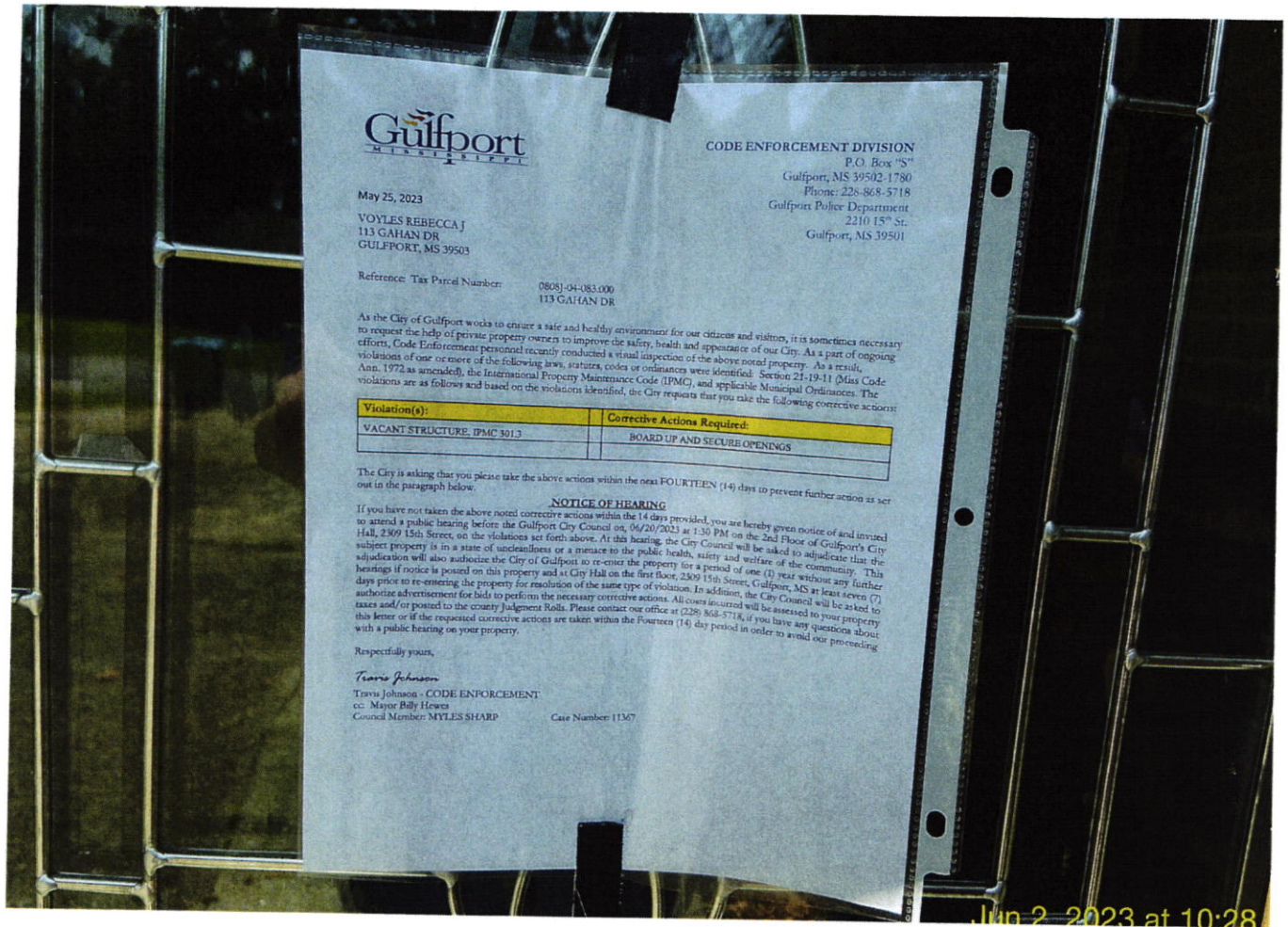
Travis Johnson - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: MYLES SHARP

Case Number: 11367











**CODE ENFORCEMENT DIVISION**

P.O. Box "S"  
Gulfport, MS 39502-1780  
Phone: 228-868-5718  
Gulfport Police Department  
2210 15<sup>th</sup> St.  
Gulfport, MS 39501

June 1, 2023

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:

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

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

**NOTICE OF HEARING**

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/20/2023 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.

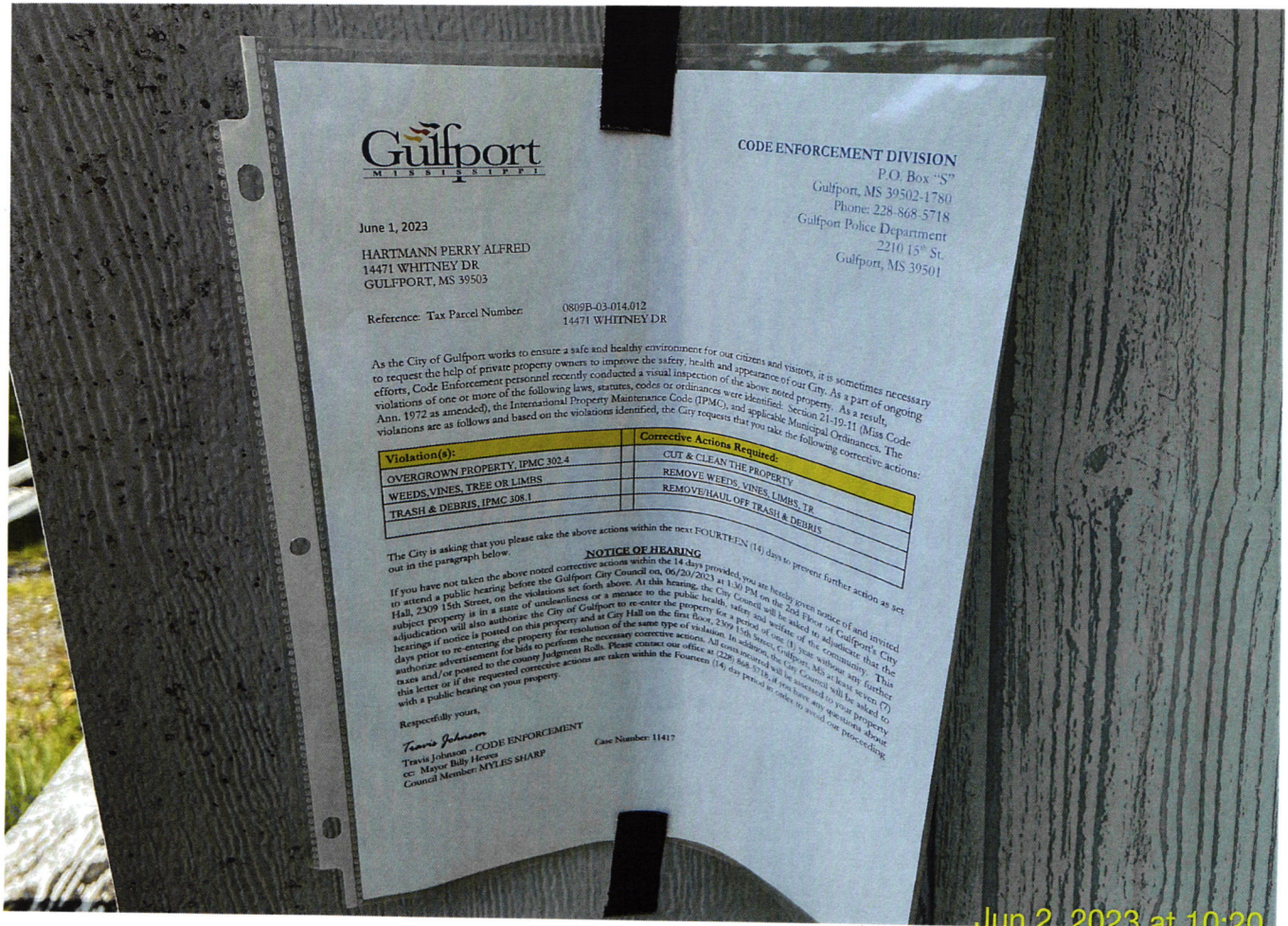
Respectfully yours,

*Travis Johnson*

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

Case Number: 11417







**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

June 2, 2023

GANZY HORACE G  
2414 EAST BIRCH DRIVE  
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0908K-03-095.000  
2414 EAST BIRCH DR

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

| Violation(s):                  | Corrective Actions Required:   |
|--------------------------------|--------------------------------|
| OVERGROWN PROPERTY, IPMC 302.4 | CUT & CLEAN THE PROPERTY       |
| WEEDS, VINES, TREE OR LIMBS    | REMOVE WEEDS, VINES, LIMBS, TR |
| TRASH & DEBRIS, IPMC 308.1     | REMOVE/HAUL OFF TRASH & DEBRIS |
| CLUTTER, IPMC 302.10           | REMOVE CLUTTER AND DEBRIS      |
| APPLIANCE(S) OUTSIDE OF BLDG   | REMOVE/DISCARD USED APPLIANCES |
|                                |                                |
|                                |                                |
|                                |                                |

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

**NOTICE OF HEARING**

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/20/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

*Jeremy Perry*

Jeremy Perry - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: R LEE FLOWERS

Case Number: 11384







**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

June 2, 2023

CONLEY JASON L & LEANNA M  
15294 STEPHEN DR  
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0807M-02-023.000  
15294 STEPHEN DR

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

| Violation(s):                  | Corrective Actions Required:   |
|--------------------------------|--------------------------------|
| 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 |
|                                |                                |
|                                | *FRONT AND BACK YARDS*         |

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

**NOTICE OF HEARING**

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/20/2023 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,

*Travis Johnson*

Travis Johnson - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RICHARD KOSLOSKI

Case Number: 11170





CODE ENFORCEMENT DIVISION  
P.O. Box "S"  
Gulfport, MS 39502-1780  
Phone: 228-868-5718  
Gulfport Police Department  
2210 15<sup>th</sup> St.  
Gulfport, MS 39501

June 2, 2023

CONLEY JASON L & LEANNA M  
15294 STEPHEN DR  
GULFPORT, MS 39503

Reference: Tax Parcel Number: 080734-02-023.000  
15294 STEPHEN DR

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

| Violation(s):                  | Corrective Actions Required:   |
|--------------------------------|--------------------------------|
| 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 |
|                                | *FRONT AND BACK YARDS*         |

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

#### NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/20/2023 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,

*Travis Johnson*

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

Case Number: 11170

Jun 2 2023 at 10:56



Jun 2 2023 at 10:57







**CODE ENFORCEMENT DIVISION**

P.O. Box "S"

Gulfport, MS 39502-1780

Phone: 228-868-5718

Gulfport Police Department

2210 15<sup>th</sup> St.

Gulfport, MS 39501

June 2, 2023

ROMERO ANTONIO E B & BELTRAN ELINE  
2013 SOUTHERN AVE  
BILOXI, MS 39531

Reference: Tax Parcel Number: 0808K-03-133.003  
15236 SUNSET CT

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

| Violation(s):                  | Corrective Actions Required:   |
|--------------------------------|--------------------------------|
| OVERGROWN PROPERTY, IPMC 302.4 | CUT & CLEAN THE PROPERTY       |
| WEEDS, VINES, TREE OR LIMBS    | REMOVE WEEDS, VINES, LIMBS, TR |
| TRASH & DEBRIS, IPMC 308.1     | REMOVE/HAUL OFF TRASH & DEBRIS |
| INOPERABLE VEHICLE, IPMC 302.8 | REMOVE OR REPAIR & LEGALLY TAG |

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

**NOTICE OF HEARING**

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 06/20/2023 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,

*Travis Johnson*

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

Case Number: 11238







---

---

**MEMORANDUM – CITY OF GULFPORT**

---

---

**Date:** JUNE 6, 2023

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

**From:** Police Department  
Code Enforcement Division

**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: 1010K-01-026.000. Lot 4 Blk 20 Anniston Estates Unit #1. Property Located At 1002 Augustine Dr. For Violation of Remove/Haul Off Trash & Debris, Remove Clutter And Debris, Remove/Relocate Storage Struct. Mullinax Mary Jeanette Case: 10768
- Parcel 2: 1010N-04-012.001. Lot 2 Blk 7 Cowan Road Homes Subd. Sec 31-7-10. Property Located At 1501 Sadler Dr. For Violation of Remove Vehicle, Remove/Relocate Rec Vehicle. Dagleish Rusty Lynn Case: 11255
- Parcel 3: 0808C-01-001.020. Lot 15 Blk 2 Fox Run Subd. Property Located At 12419 Red Fox Dr. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Park In Approved Location, Remove Clutter And Debris. Stephens Sara D Case: 11285
- Parcel 4: 0708H-03-132.000. Lot 17 Crestview Subd. Property Located At 16062 Crestview Dr. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Park In Approved Location, Remove Clutter And Debris, Remove/Relocate Rec Vehicle. Ladnier Ronald & Kimberley Case: 11411
- Parcel 5: 0808I-03-099.000. Lot 8 Blk 2 Norwood Subd. Property Located At 1015 Shirley Dr. For Violation of Remove/Relocate Rec Vehicle. Moseley Joshua Raymond Case: 11433



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"  
Gulfport, MS 39502-1780  
Phone: 228-868-5718

June 2, 2023

Gulfport Police Department  
2210 15<sup>th</sup> St.  
Gulfport, MS 39501

MULLINAX MARY JEANETTE  
1002 AUGUSTINE DR  
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: 1010K-01-026.000  
1002 AUGUSTINE DR

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

| Violation(s):                | Required Corrective & Remedial Action(s): |
|------------------------------|-------------------------------------------|
| TRASH & DEBRIS, IPMC 308.1   | REMOVE/HAUL OFF TRASH & DEBRIS            |
| CLUTTER, IPMC 302.10         | REMOVE CLUTTER AND DEBRIS                 |
| IMPROPER STORAGE, SEC IV (3) | REMOVE/RELOCATE STORAGE STRUCT            |
|                              |                                           |
|                              |                                           |
|                              |                                           |
|                              |                                           |
|                              |                                           |

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,

*Jeremy Perry*

Jeremy Perry  
City of Gulfport Code Official

Case Number: 10768









CODE ENFORCEMENT DIVISION

P.O. Box "S"  
Gulfport, MS 39502-1780  
Phone: 228-868-5718

May 31, 2023

Gulfport Police Department  
2210 15<sup>th</sup> St.  
Gulfport, MS 39501

DALGLEISH RUSTY LYNN  
195 BIG ISLAND LOOP  
DEVILLE, LA 71328

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE  
INTERNATIONAL PROPERTY MAINTENANCE CODE AND  
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 1010N-04-012.001  
1501 SADLER DR

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): |
|-----------------------------|-------------------------------------------|
| VEHICLE ON VACANT LOT       | REMOVE VEHICLE                            |
| RECREATIONAL EQUIPMENT ORD. | REMOVE/RELOCATE REC 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,  
*Candace Gemmill*

Candace Gemmill  
City of Gulfport Code Official

Case Number: 11255





CODE ENFORCEMENT DIVISION

P.O. Box "S"  
Gulfport, MS 39502-1780  
Phone: 228-868-5718

May 31, 2023

Gulfport Police Department  
2210 15<sup>th</sup> St.  
Gulfport, MS 39501

DALGLEISH RUSTY LYNN  
1501 SADLER DR  
GULFPORT, MS 39507

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE  
INTERNATIONAL PROPERTY MAINTENANCE CODE AND  
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 1010N-04-012.001  
1501 SADLER DR

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): |
|-----------------------------|-------------------------------------------|
| VEHICLE ON VACANT LOT       | REMOVE VEHICLE                            |
| RECREATIONAL EQUIPMENT ORD. | REMOVE/RELOCATE REC 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,  
*Candace Gemmill*

Candace Gemmill  
City of Gulfport Code Official

Case Number: 11255





May 31, 2023 at 9:50 AM



May 31, 2023 at 9:53 AM



**CODE ENFORCEMENT DIVISION**

P.O. Box "S"  
Gulfport, MS 39502-1780  
Phone: 228-868-5718

May 25, 2023

Gulfport Police Department  
2210 15<sup>th</sup> St.  
Gulfport, MS 39501

STEPHENS SARA D  
12419 RED FOX DR  
GULFPORT, MS 39503

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE  
INTERNATIONAL PROPERTY MAINTENANCE CODE AND  
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 0808C-01-001.020  
12419 RED FOX DR

The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.

The violations are as follows:

| Violation(s):                  | Required Corrective & Remedial Action(s): |
|--------------------------------|-------------------------------------------|
| TRASH & DEBRIS, IPMC 308.1     | REMOVE/HAUL OFF TRASH & DEBRIS            |
| INOPERABLE VEHICLE, IPMC 302.8 | REMOVE OR REPAIR & LEGALLY TAG            |
| IMPROPER RESIDENTIAL PARKING   | PARK IN APPROVED LOCATION                 |
| CLUTTER, IPMC 302.10           | REMOVE CLUTTER AND DEBRIS                 |
|                                |                                           |

You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of \$250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.

Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,  
*Travis Johnson*

Travis Johnson  
City of Gulfport Code Official

Case Number: 11285







**CODE ENFORCEMENT DIVISION**

P.O. Box "S"  
Gulfport, MS 39502-1780  
Phone: 228-868-5718

June 1, 2023

Gulfport Police Department  
2210 15<sup>th</sup> St.  
Gulfport, MS 39501

LADNIER RONALD & KIMBERLEY  
16062 CRESTVIEW DR  
GULFPORT, MS 39503

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE  
INTERNATIONAL PROPERTY MAINTENANCE CODE AND  
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 0708H-03-132.000  
16062 CRESTVIEW DR

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:

| <b>Violation(s):</b>           | <b>Required Corrective &amp; Remedial Action(s):</b> |
|--------------------------------|------------------------------------------------------|
| 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                       |
| IMPROPER RESIDENTIAL PARKING   | PARK IN APPROVED LOCATION                            |
| CLUTTER, IPMC 302.10           | REMOVE CLUTTER AND DEBRIS                            |
| RECREATIONAL EQUIPMENT ORD.    | REMOVE/RELOCATE REC 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,

*Jeremy Perry*

Jeremy Perry  
City of Gulfport Code Official

Case Number: 11411









CODE ENFORCEMENT DIVISION

P.O. Box "S"  
Gulfport, MS 39502-1780  
Phone: 228-868-5718

June 5, 2023

Gulfport Police Department  
2210 15<sup>th</sup> St.  
Gulfport, MS 39501

MOSELEY JOSHUA RAYMOND  
1015 SHIRLEY DR  
GULFPORT, MS 39503

**NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE  
INTERNATIONAL PROPERTY MAINTENANCE CODE AND  
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS**

Reference: Tax Parcel Number: 0808I-03-099.000  
1015 SHIRLEY DR

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): |
|-----------------------------|-------------------------------------------|
| RECREATIONAL EQUIPMENT ORD. | REMOVE/RELOCATE REC 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,  
*Travis Johnson*

Travis Johnson  
City of Gulfport Code Official

Case Number: 11433







---

---

**MEMORANDUM – CITY OF GULFPORT**

---

---

**Date:** JUNE 6, 2023

**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 20<sup>TH</sup> Day Of June, 2023, To The City Council:

**WARD 1**

- Parcel 1: 0711J-06-051.001. Lots 14 To 16 Inc Blk 8 Gaston Point Add. 1306 Woodward Ave A. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Up The Creek Without A Paddle LLC
- Parcel 2: 0711I-01-092.000. Lot 3 Blk 17 Hungerford Add. 1235 37th Ave. Remove/Haul Off Trash & Debris, Remove Clutter And Debris. Trump Peter F
- Parcel 3: 0711H-01-049.000. Lots 17 & 18 Blk 7 Sea View Add.. 3516 20th St. Remove/Haul Off Trash & Debris, Remove Prohibited Items, Make Necessary Repairs, Bring Bldg Up To Code Or Demo. Brown Sylvia R ETAL
- Parcel 4: 0710N-01-031.000. -Brookstone Apts- 7.6 Ac Beg At Inter Of N Mar Of 28th St & W Mar Of 50th Ave Wly Along 28th St 600 Ft N 544.9 Ft E 600 Ft S 553.6 Ft To Pob Part Of Se1/4 Of Se1/4 Of Sec 31-7-11. 5004 28th St. Remove/Haul Off Trash & Debris. Gulfport Partners V LP
- Parcel 5: 0710M-01-027.008. Lots 11 & 12 Blk 23 Glenn Terrace Add Sec 31-7-11. 5790 28th St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Prohibited Items. Supreme Investment Group Inc

**WARD 2**



- Parcel 6: 0711I-01-034.000. Lot 12 Blk 6 Hungerford Add. 1320 36th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Board Up And Secure Openings. Griffin Donna
- Parcel 7: 0711I-02-013.000. Lots 14 To 18 Blk 1 Hungerford Add. 3510 12th St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs. Brooking Leigh D
- Parcel 8: 1010N-04-029.000. Lot 8 Jim Allen Subd. 1432 Georgia Pl. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. POC Holdings Inc
- Parcel 9: 0811L-04-082.000. East 50 Ft Of Lots 8 To 11 Inc Blk 196 Original Gulfport. 1205 33rd Ave A. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs. Triune Capital MS LLC
- WARD 3
- Parcel 10: 0911C-01-017.000. Lots 1-12 Blk 24 Less N 10 Ft Hewes Add Sec 2-8-11. 2700 Hewes Ave. Remove/Haul Off Trash & Debris. Nguyen Dung & Xuan Thi
- WARD 5
- Parcel 11: 0808N-04-008.000. Lot 7 Blk 9 Bel-Aire Subd 2nd Add. 209 Cleve St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Flurry Louise
- Parcel 12: 0808J-04-083.000. Lot 20 Blk 1 Kerns Add Part 1 To Bel-Aire Subd. 113 Gahan Dr. Board Up And Secure Openings. Voyles Rebecca J
- Parcel 13: 0809B-03-014.012. LOT 12 ANGELA PARK SUBD PART 2 SEC 15-7-11. 14471 WHITNEY DR. CUT & CLEAN THE PROPERTY, REMOVE WEEDS, VINES, LIMBS, TR, REMOVE/HAUL OFF TRASH & DEBRIS, , , , , . HARTMANN PERRY ALFRED
- WARD 6
- Parcel 14: 0908K-03-095.000. Lot 4 Wildwood Subd Part 1. 2414 East Birch Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Clutter And Debris, Remove/Discard Used Appliances. Ganzy Horace G
- WARD 7
- Parcel 15: 0807M-02-023.000. 2014-5485 Judith Matsuba Revocable Trust -2015-1880- Lot 50 Northwood Hills North Subd. 15294 Stephen Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Conley Jason L & Leanna M
- Parcel 16: 0808K-03-133.003. Lot 1 Northwood Hills South Phase I. 15236 Sunset Ct. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag. Romero Antonio E B & Beltran Eline



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 20<sup>TH</sup> day of June, **2023**, 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 of Gulfport Police Department Code Enforcement Division, that the parcels of land described below are in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community; and

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

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

- Parcel 1: 0711J-06-051.001. Lots 14 To 16 Inc Blk 8 Gaston Point Add. 1306 Woodward Ave A. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Up The Creek Without A Paddle LLC
- Parcel 2: 0711I-01-092.000. Lot 3 Blk 17 Hungerford Add. 1235 37th Ave. Remove/Haul Off Trash & Debris, Remove Clutter And Debris. Trump Peter F
- Parcel 3: 0711H-01-049.000. Lots 17 & 18 Blk 7 Sea View Add.. 3516 20th St. Remove/Haul Off Trash & Debris, Remove Prohibited Items, Make Necessary Repairs, Bring Bldg Up To Code Or Demo. Brown Sylvia R Etal
- Parcel 4: 0710N-01-031.000. -Brookstone Apts- 7.6 Ac Beg At Inter Of N Mar Of 28th St & W Mar Of 50th Ave Wly Along 28th St 600 Ft N 544.9 Ft E 600 Ft S 553.6 Ft To Pob Part Of Se1/4 Of Se1/4 Of Sec 31-7-11. 5004 28th St. Remove/Haul Off Trash & Debris. Gulfport Partners V LP
- Parcel 5: 0710M-01-027.008. Lots 11 & 12 Blk 23 Glenn Terrace Add Sec 31-7-11. 5790 28th St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Prohibited Items. Supreme Investment Group Inc
- Parcel 6: 0711I-01-034.000. Lot 12 Blk 6 Hungerford Add. 1320 36th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Board Up And Secure Openings. Griffin Donna



- Parcel 7: 0711I-02-013.000. Lots 14 To 18 Blk 1 Hungerford Add. 3510 12th St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs. Brooking Leigh D
- Parcel 8: 1010N-04-029.000. Lot 8 Jim Allen Subd. 1432 Georgia Pl. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. POC Holdings Inc
- Parcel 9: 0811L-04-082.000. East 50 Ft Of Lots 8 To 11 Inc Blk 196 Original Gulfport. 1205 33rd Ave A. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Make Necessary Repairs. Triune Capital MS LLC
- Parcel 10: 0911C-01-017.000. Lots 1-12 Blk 24 Less N 10 Ft Hewes Add Sec 2-8-11. 2700 Hewes Ave. Remove/Haul Off Trash & Debris. Nguyen Dung & Xuan Thi
- Parcel 11: 0808N-04-008.000. Lot 7 Blk 9 Bel-Aire Subd 2nd Add. 209 Cleve St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Flurry Louise
- Parcel 12: 0808J-04-083.000. Lot 20 Blk 1 Kerns Add Part 1 To Bel-Aire Subd. 113 Gahan Dr. Board Up And Secure Openings. Voyles Rebecca J
- Parcel 13: 0809B-03-014.012. Lot 12 Angela Park Subd Part 2 Sec 15-7-11. 14471 Whitney Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Hartmann Perry Alfred
- Parcel 14: 0908K-03-095.000. Lot 4 Wildwood Subd Part 1. 2414 East Birch Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Clutter And Debris, Remove/Discard Used Appliances. Ganzy Horace G
- Parcel 15: 0807M-02-023.000. 2014-5485 Judith Matsuba Revocable Trust -2015-1880- Lot 50 Northwood Hills North Subd. 15294 Stephen Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Conley Jason L & Leanna M
- Parcel 16: 0808K-03-133.003. Lot 1 Northwood Hills South Phase I. 15236 Sunset Ct. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag. Romero Antonio E B & Beltran Eline

**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 \_\_\_\_\_, 2023.

(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 \_\_\_\_\_, 2023.

APPROVED:



---

MAYOR



# MEMORANDUM

**To:** City of Gulfport Planning Commission

**From:** Su-Lin Featherston, Planning Administrator  
Urban Development Department

**Date of Hearing:** June 20, 2023

**Re:** Planning Commission Approval Denial - request for medical cannabis dispensary  
- Zoned B-2 ( General Business) - located at 2159 East Pass Road Suite A - Case #  
2304PC031 - Ward 2 - with Appeal

Planning Commission Approval 2304PC031, by agent Waseem Younis, seeking approval for a medical cannabis dispensary at Tax Parcel 1010H-02-019.000 2159 E Pass Road, Zoned B-2 (General Business) Ward 2



# MEMORANDUM

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

**From:** Su-Lin Featherston, Planning Administrator  
Urban Development Department

**Date:** June 9, 2023

**Re:** Planning Commission Approval 2304PC031, by agent Waseem Younis, seeking approval for a medical cannabis dispensary at Tax Parcel 1010H-02-019.000 2159 E Pass Road, Zoned B-2 (General Business) Ward 2

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

**Motion: Mr. Hewes – To deny request due to being 500-feet of a residential home.**

**Second: Mr. Hancock**

|                  |                   |
|------------------|-------------------|
| KEITH WILLIAMS   | – <b>Chairman</b> |
| HAROLD SPANN     | – Yea             |
| VIRGINIA ADOLPH  | – Yea             |
| CHARLIE HEWES    | – Yea             |
| BJ SELLERS       | – Yea             |
| WM. PRINCE JONES | – Yea             |
| DOUG HANCOCK     | – Yea             |
| BRYAN JACOBS     | – Yea             |
| TIM DAIGLE JR    | – Nay             |
| GARLON PEMBERTON | – Absent          |
| CHRIS ROMANO     | – Yea             |

**Action:** Motion was carried 8-1

**Speaking for the Petition:**

1. **Wayne Hengen**

**Speaking against the Petition:**

1. **Audrey Bell**
2. **Howard T. Brigh**

On April 27, 2023, the Planning Commission recommended approval of the above referenced case.

**Please place the attached item on the Council agenda for June 20, 2023.**



# **Technical Report**

## *PLANNING COMMISSION APPROVAL*

### **GENERAL INFORMATION**

Case File Number: 2304PC031

Hearing Date: April 27, 2023

Current Zoning/Use: B-2 / Commercial Structure

Legal: Planning Commission Approval 2304PC031, by agent Waseem Younis, seeking approval for a medical cannabis dispensary at Tax Parcel 1010H-02-019.000 2159 E Pass Road, Zoned B-2 (General Business) Ward 2

### **TECHNICAL DETAILS**

The applicant requests planning commission approval for a medical cannabis dispensary use, as is required when the use is within 500 feet of a residential use. Several houses and some apartments, which classify as residential use, are within the 500-foot property line radius. By definition, this establishment would acquire, possess, store, transfer, sell, supply or dispense medical cannabis.

### **EXECUTIVE SUMMARY**

The applicant's subject site appears to meet all the base requirements by the state for their distance requirements from schools, churches, and etcetera. Ordinance interest is the residential uses nearby and the effect on the surrounding neighborhood. Ordinance states "the planning commission shall approve or disapprove the application as to location and site plan" in regards to the planning commission approval applications. The primary concern around this project is the nearby housing and the vehicular access this development will influence.

Any approval should consider these conditions:

1. Shall comply with all City Codes and Ordinances.
2. Must meet State of Mississippi regulations and obtain a permit from the State of Mississippi. Must meet all current Building Codes and City of Gulfport Ordinances.
3. Police Department denied this project for the following. Within 500 ft of Residential, only 12 parking spots in front with unsecured parking in the rear, excess traffic to the business may cause traffic congestion as vehicles enter and exit the business.

### **DEPARTMENTAL CONDITIONS**

**Engineering:** No conditions. Memo dated 4/18/23.

**Public Works:** No conditions. Memo dated 4/18/23.

**Traffic and Safety:** No conditions. Memo dated 4/17/23.



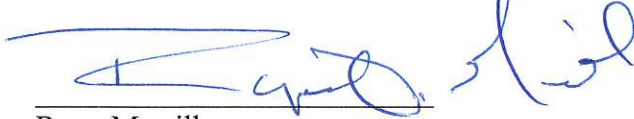
# Technical Report

## PLANNING COMMISSION APPROVAL

- Building Code Services:** Must meet State of Mississippi regulations and obtain a permit from the State of Mississippi. Must meet all current Building Codes and City of Gulfport Ordinances. Memo dated 4/17/23.
- GIS:** No conditions. Memo dated 4/14/23.
- Police Department:** Comments. Within 500 ft of Residential, only 12 parking spots in front with unsecured parking in the rear, excess traffic to the business may cause traffic congestion as vehicles enter and exit the business. Memo dated 4/17/23.
- Fire Department:** No conditions. Memo dated 4/13/23.
- City Arborist:** No conditions. Memo dated 4/13/23.

## DIRECTOR APPROVAL

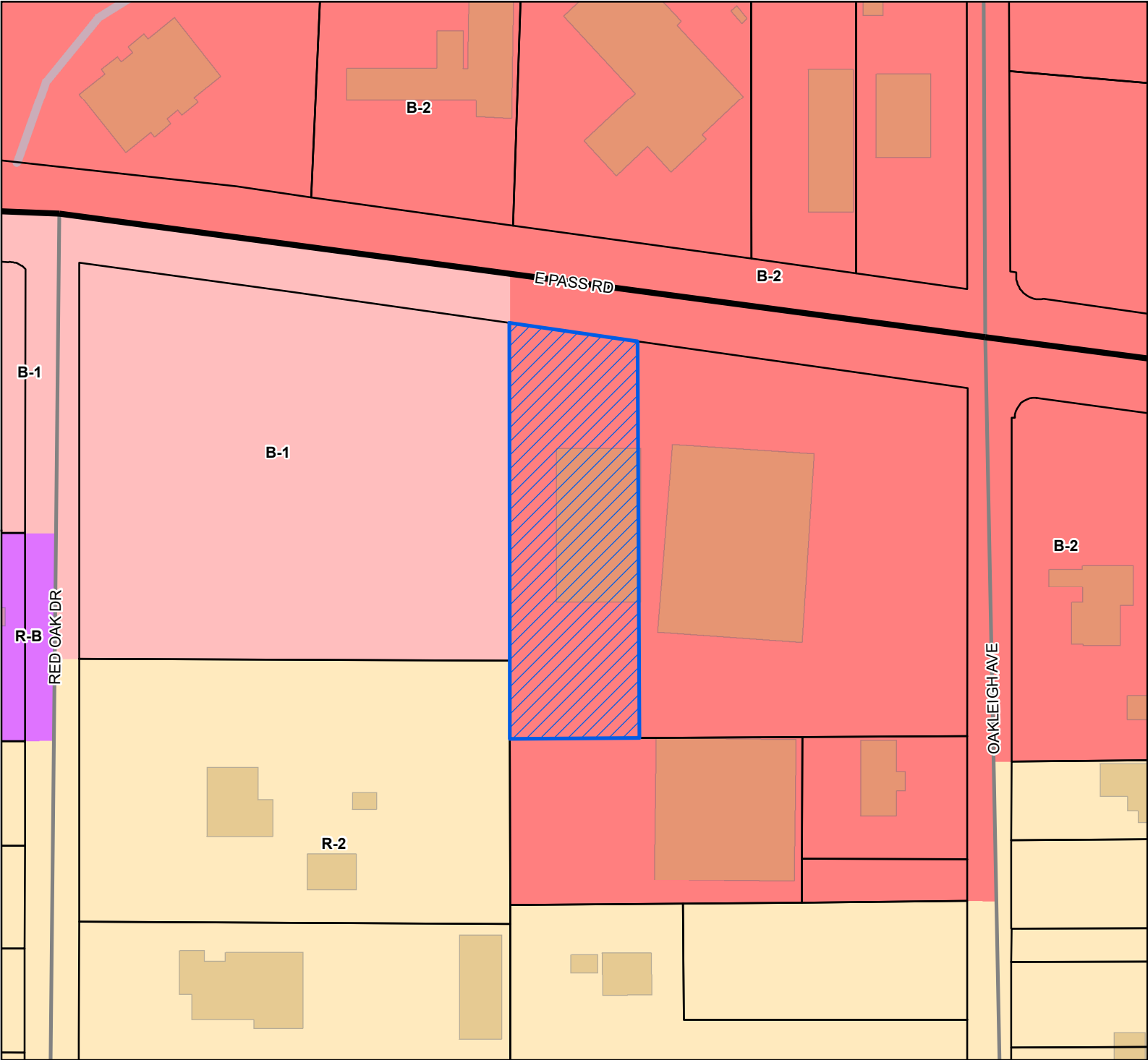
This report has been reviewed and approved by:



Ryan Merrill  
Director of Urban Development Department







**Site**

**US or State Highway**

**Street**

**Parcels**

**Buildings**

**Water Features**

**Zoning**

- B-1 - Neighborhood Business District
- B-2 - General Business District
- R-2 - Single Family Residence District (Medium Density)
- R-B - Residence-Business District

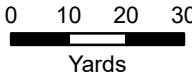
**Site Information**

1010H-02-019.000

Zoning: B2 (General Business District)

Size: 27,192 sqft

Flood: X



1 inch = 100 feet



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





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

For Staff Use Only

Case Number: 2304 PC031Date Received: 7-28-23

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

Received By: KBZoning: B-2Ward: 2 Flood: XSize: 27,192

(If necessary, use separate sheet of paper)

## APPLICATION FOR PLANNING COMMISSION APPROVAL

### Property Information

TAX PARCEL #

|   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 0 | 1 | 0 | H | - | 0 | 2 | - | 0 | 1 | 9 | • | 0 | 0 | 0 |
|   |   |   |   |   | - |   |   | - |   |   |   | • |   |   |   |
|   |   |   |   |   | - |   |   | - |   |   |   | • |   |   |   |

Address of Property Involved: 2159 E PASS ROAD - SUITE A GULFPORT, MS 39507Lot(s) 4, Block(s) 2, Subdivision OAKLEIGH

General Location: \_\_\_\_\_

### GENERAL DESCRIPTION OF REQUEST:

medical dispensary

### 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

2159 E PASS LLC (KEEFE J. DITTA)  
Printed Name of Owner  
PO BOX 1339  
Mailing Address  
MARRERO LA 70073  
City State Zip code  
470.961.7943 504.302.0198  
Home Phone Work/Cell Phone  
alden@keefes.com  
Email

Keefe J. Ditta  
Signature of Owner

#### AGENT

Waseem Younis  
Printed Name of Agent  
5900 Schaefer Road  
Mailing Address  
Dearborn MI 48126  
City State Zip code  
313.416.0980  
Home Phone Work/Cell Phone  
wyounis14@gmail.com  
Email

Waseem Younis  
Signature of Agent

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

☐

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





### Designation of Agent

I, Keefe Pitta, being property owner of 2159 E Pass Road  
PRINT NAME PRIMARY ADDRESS OR PARCEL  
which is the subject of this application hereby authorize Waseem Younis 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.

Keefe Pitta  
Signature

2-22-23  
Date

### STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 22<sup>nd</sup> day of February, 2023

[Signature]  
Notary Public

at death  
Commission Expiration





medical Cannabis dispo:

more than 1000 ft from  
churches or other dispensaries

Hours of opp:

Mon - Wed 9-7

Thurs - Sun 9-9

Sundays 6-6



## Section F:

1. CTA
2. City Gpt
3. City Gpt # 6 R. 125  
1000 & pass Rd.

Police 2220 15<sup>th</sup> St Gpt

4. Bay View Furnitures  
European Otto.  
Capital Car wash
5. Ample parking, easy access.  
Plenty of parking in rear.
6. No undo traffic congestion
7. Providing A services to the  
community.



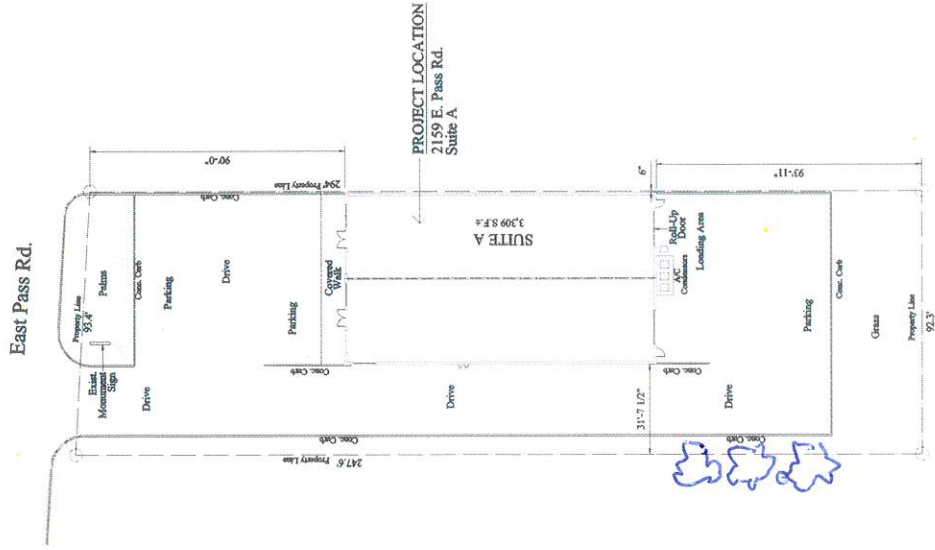
COWART ARCHITECTS, PC  
710 PORTER AVE.  
OCEAN SPRINGS, MS 39564  
(228) 872-1801 (228) 872-1849

REVISIONS:

INTERIOR RENOVATIONS FOR  
Hemphill Medical Dispensary  
2159 Suite A E. Pass Rd.  
Gulfport, MS

DATE: 01/30/2023  
PROJ. NO.: 2235-00  
DRAWN BY: ALP/KCC  
CHECKED: DKC

SHEET NO.  
**A1**



1 A1 EXIST. SITE PLAN  
1" = 20'-0"

Blow  
This  
Up



OUT FILE. 04/11/2018



1st Judicial District  
Instrument 2017-8851-D-11  
Filed/Recorded 12/14/2017 11:00 AM  
Total Fees \$13.00  
3 Pages Recorded



1st Judicial District  
Instrument 2018-2482-D-11  
Filed/Recorded 04/25/2018 03:10 PM  
Total Fees \$13.00  
3 Pages Recorded

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

STATE OF MISSISSIPPI

Index: Lt 4 Blk 2 Oakleigh Sd & Pcl in Sec 29-7-10

COUNTY OF HARRISON

CORRECTED\*\*

**WARRANTY DEED**

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

LJA DEVELOPERS, LLC,

2112 Old Mobile Hwy, Pascagoula, MS 39567, 228-623-9833,

does hereby sell, convey and warrant unto

2159 E PASS LLC,

60 East Simpson Ave, #2869, Jackson, WY 83001, 504-382-6198

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

See attached Exhibit "A"

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

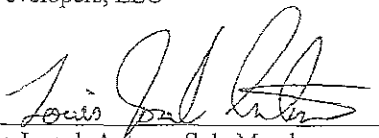
TAXES for the current year have been pro-rated as of this date and are hereby assumed by the Grantee herein.

\*\*This deed is being give to correct the leagle description.



IN WITNESS WHEREOF, LJA Developers, LLC has caused this conveyance to be executed by its duly authorized officer, after having first been duly authorized to do so, on this the 13th day of December, 2017.

LJA Developers, LLC

BY:   
Louis Joseph Antoon, Sole Member

STATE OF MISSISSIPPI

COUNTY OF HARRISON

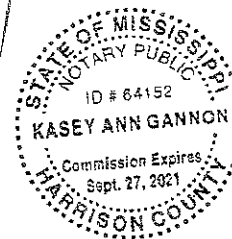
THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Louis Joseph Antoon, who acknowledged that he is the Sole Member of LJA Developers, LLC, and as its act and deed, he signed, sealed and delivered, the above and foregoing instrument of writing on the day and in the year therein mentioned, for and on behalf of said entity after having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 13th day of December, 2017.

  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_





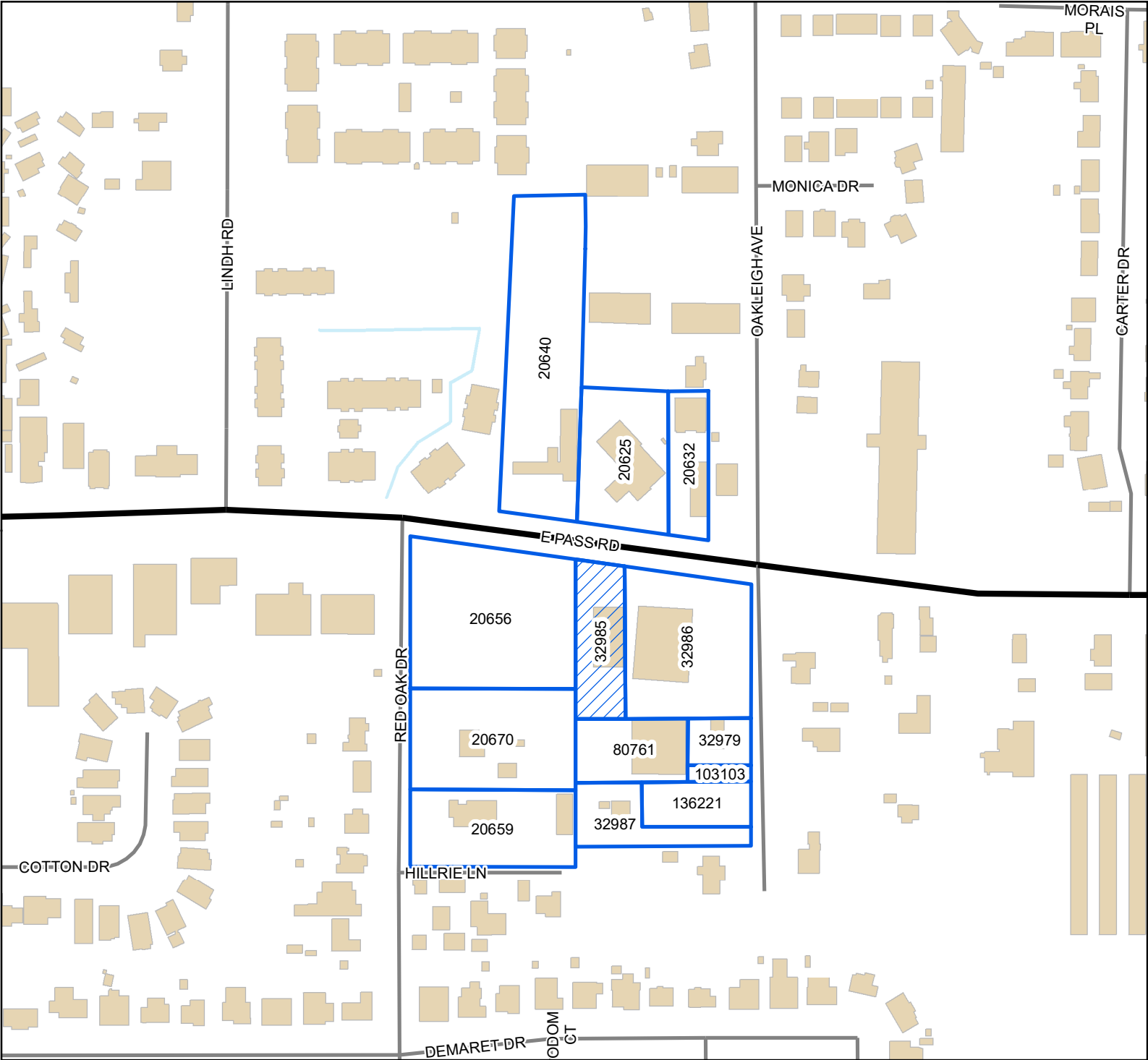
**EXHIBIT A**  
**LEGAL DESCRIPTION**

Lot 4, Block 2, OAKLEIGH SUBDIVISION, City of Gulfport, Harrison County, Mississippi, and a strip of land adjoining the West side of said Lot 4 being more particularly described as follows:

Commencing at a 1 inch iron pipe found at the Southeast corner of said Lot 4; thence South 89 degrees 10 minutes 47 seconds West 79.00 feet to the Southwest corner of said Lot 4 being the point of beginning; thence South 89 degrees 10 minutes 47 seconds West 13.31 feet to a 1 inch iron pipe on a fence line; thence North 00 degrees 40 minutes 42 seconds East 51.48 feet to a chain-link fence corner post; thence North 00 degrees 09 minutes 51 seconds East 247.62 feet to an iron rod lying on the South margin of Pass Road; thence along said South margin South 81 degrees 45 minutes 22 seconds East 13.44 feet to the West line of said Lot 4; thence along said West line South 00 degrees 15 minutes 10 seconds West 296.98 feet to the point of beginning.

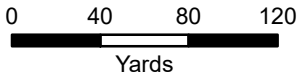
Tax Parcel Number: 1010H-02-019.000





Legend

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



1 inch = 260 feet



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



| Mail | PPIN   | Parcel ID        | Name                                       | Address                     | City       | State | ZIP   |
|------|--------|------------------|--------------------------------------------|-----------------------------|------------|-------|-------|
|      |        | 1010H-02-019.000 | 2159 E PASS LLC (OWNER)                    | P O BOX 1339                | MARRERO    | LA    | 70073 |
|      |        |                  | WASEEM YOUNIS (AGENT)                      | 5808 SCHAEFER RD            | DEARBORN   | MI    | 48126 |
|      |        |                  | <b>Adjacent Property Owners(2304PC031)</b> |                             |            |       |       |
|      | 32986  | 1010H-02-018.000 | BELL ANTHONY                               | 4 POVENIER PL               | GULFPORT   | MS    | 39507 |
|      | 20670  | 1010H-02-029.000 | STEELE VINCE R & BRIMAGE CHERYL            | 628 RED OAK DR              | GULFPORT   | MS    | 39507 |
|      | 20659  | 1010H-02-028.000 | SHEDDEN LARRY D & JAMIE W                  | 616 RED OAK DR              | GULFPORT   | MS    | 39507 |
|      | 20640  | 1010H-03-012.000 | COASTAL CAR WASH OF THE SOUTH LLC          | P O BOX 962                 | LONG BEACH | MS    | 39560 |
|      | 20625  | 1010H-03-009.000 | ROSS-FIELD DIANE E                         | 29 OLD OAK LN               | GULFPORT   | MS    | 39503 |
|      | 20632  | 1010H-03-011.000 | GONZALES JOE & KOPSZYWA DIANNA             | 2170 E PASS RD              | GULFPORT   | MS    | 39507 |
| N    | 80761  | 1010H-02-021.000 | BELL ANTHONY W                             | 4 POVENIER PLACE            | GULFPORT   | MS    | 39507 |
| N    | 103103 | 1010H-02-021.001 | BELL ANTHONY W                             | 4 POVENIER PLACE            | GULFPORT   | MS    | 39507 |
|      | 32985  | 1010H-02-019.000 | 2159 E PASS LLC                            | 270 TRACE COLONY PARK STE B | RIDGELAND  | MS    | 39157 |
|      | 32979  | 1010H-02-020.000 | BIG RENTALS INC                            | 301 REAGAN CIRCLE           | FRANKLIN   | IN    | 46131 |
|      | 32987  | 1010H-02-022.000 | IRBY ENTERPRISES LLC                       | 1086 CAMPBELL DR            | BILOXI     | MS    | 39532 |
| N    | 136221 | 1010H-02-022.001 | IRBY ENTERPRISES LLC                       | 1086 CAMPBELL DR            | BILOXI     | MS    | 39532 |
|      | 20656  | 1010H-02-030.000 | GULF COAST EXOTIC AUTO LLC                 | 2137 E PASS RD              | GULFPORT   | MS    | 39507 |







**RE: Planning Commission Approval 2304PC031, by agent Waseem Younis, seeking approval for a medical cannabis dispensary at Tax Parcel 1010H-02-019.000 2159 E Pass Road, Zoned B-2 (General Business) Ward 2**

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, April 27, 2023**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Planning Commission for **Thursday, April 27, 2023**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email [planners@gulfport-ms.gov](mailto:planners@gulfport-ms.gov). The application is available for viewing in the Planning Division office at 1410 24<sup>th</sup> Avenue.



# LEGAL NOTICE PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, April 27, 2023 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 2304PC030**, by owner Tracy M. McMurphy, seeking approval for a home-based online property management company at Tax Parcel 0708I-01-010.001, 16114 Orange Grove Rd, Zoned R-1-15 (Single Family), Ward 7

**Planning Commission Approval 2304PC031**, by agent Waseem Younis, seeking approval for a medical cannabis dispensary at Tax Parcel 1010H-02-019.000 2159 E Pass Road, Zoned B-2 (General Business) Ward 2

**Planning Commission Approval 2304PC033**, by agent Peter Vicari, seeking approval for a luxury RV resort at Tax Parcels 1010N-04-032.000, 10111C-01-013.000, 10111C-01-010.000, 10111C-01-011.145, 10111C-01-011.000, Zoned T4+ (General Urban Zone "Plus") Ward 2

**Planning Commission Approval 2304PC036**, by agent Stacey Barber, seeking approval for an use of car wash and storage facility at Tax Parcels 1008M-01-008.000, 1008M-01-007.000, 11236 Lorraine Road & 11268 Lorraine Rd, Zoned B-2 (General Business), Ward 6

**Planning Commission Approval 2304PC037**, by agent Donovan Scroggs, seeking approval for an indoor shooting range at Tax Parcels 0809I-01-020.000 & 0809I-01-021.000, 9506 Creosote Road & 9524 Creosote Road, Zoned I-2 (Heavy Industry), Ward 3

**Special Exception 2304SE038**, by agent Kenyetter Johnson, seeking approval for day care use at Tax Parcel 0808L-04-001.001, 15487 Oak Lane, Zoned B-4 (Highway Business) Ward 7

**Planning Commission Approval 2304PC039**, by agent Freddie Fountain, seeking approval for a reducing salon within a multi-tenant commercial building at Tax Parcel 0909D-02-006.000, 13334 Seaway Road, Zoned I-2 (Heavy Industry) Ward 5

**Planning Commission Approval 2304PC040**, by agent Tasheena Guldry, seeking approval for use of a car lot at Tax Parcel 0910I-02-003.000, 739 E Pass Road, Zoned T5 (Urban Center Zone), Ward 2

**Zoning Map Amendment 2301PC003**, by owner Advanced Contracting Services, Requests to rezone from B-2 (General business) to I-1 (Light Industry), Tax Parcel 0710M-01-053.003, 0 28th Street, Ward 1

**Zoning Text Amendment 2301PC008**, by City of Gulfport, Amendments to the Accessory Building Ordinance Sec. IV, Supplementary regulations. (2) Accessory building; to consider changes to limitations on size, height, setbacks, and number allowed.

**Final Plat 2303PC025**, by agent Freddie Fountain, Tax Parcel 0907J-01-001.101, seeking approval of Final Plat for 16 single-family residential lots (Plantation Oaks Subdivision) at 0 Three Rivers Road, Zoned R-B (Residential Business), Ward 6

**General Plan 2304PC034**, by agent Robert Riemann, seeking approval of a General Plan for a new 25 lot townhouse development, Tax Parcel 0809B-03-017.000, Zoned R-3 (Single Family), Ward 7

**Zoning Map Amendment 2304PC041**, by agent Robert Heinrich, Requesting to rezone Tax Parcels 0711K-04-037.006, 0711K-04-037.007, 0711K-04-037.008 & 0711K-04-037.009 from R-1-7.5 (Single Family) to R-2 (Single Family), 1415 Jo Ellen Cir, 1413 Jo Ellen Circle, 1411 Jo Ellen Cir, 1409 Jo Ellen Cir, Ward 1

**Final Plat 2304PC042**, by owner River Pointe Estates, LLC, seeking approval of final plat for 7 Single-family lots (River Point Estates Subdivision) at 10550 O'Neal Road, Tax Parcels 1007O-01-028.000, 1007O-01-028.014, 1007O-01-028.012, 1007O-01-028.008, Zoned R-E (Residential Estate), Ward 6

This the 7th day of April 2023  
Keith Williams, Chairman  
City of Gulfport Planning Commission  
W00000000  
Publication Dates

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



HENGEN & HENGEN  
ATTORNEYS AND COUNSELLORS AT LAW  
979 HOWARD AVENUE  
BILOXI, MISSISSIPPI 39530-3731

RECEIVED  
5-5-23

LOUIS HENGEN (1912-1989)  
WAYNE L. HENGEN

wayne.hengen.2289@att.net

TELEPHONE  
(228) 374-7844  
FACSIMILE  
(228) 374-2244

May 2, 2023

Planning Commission  
Department of Urban Development – Planning Division

RE: Notice of Appeal

Dear Sir:

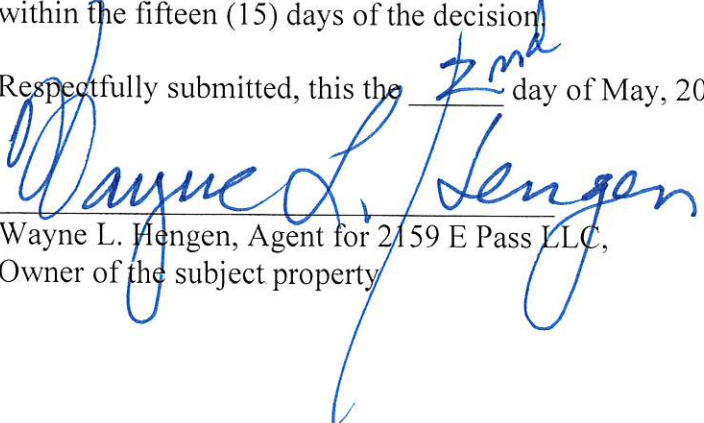
This is to set out that property owner, 2159 E Pass LLC, Waseem Younis, agent, is aggrieved by the decision of the Gulfport Planning Commission and hereby gives its notice of appeal of the Planning Commission's denial of the Application for Planning Commission approval of Case Number 2304PCO31 seeking approval for a medical cannabis dispensary at Tax Parcel 1010H-02-019.000, 2159 E Pass Road, zoned B-2 (General Business), Ward 2.

Our understanding of the rules is that the Planning Commission shall cause a transcript of the proceedings in the case to be certified to the City Council, and the matter will be heard on the transcript.

Our further understanding is that the filing fee for the appeal is based upon the actual cost of the required official transcript and any related miscellaneous charges as set out on the first page of the agenda when this matter was heard on Thursday, April 27, 2023, at 4:30 p.m., and that no other documentation or filing fee is required with this notice.

Thank you for your attention. Please advise of the receipt of this notice and that it was received within the fifteen (15) days of the decision.

Respectfully submitted, this the 2nd day of May, 2023.

  
Wayne L. Hengen, Agent for 2159 E Pass LLC,  
Owner of the subject property

RECEIVED  
5-5-23



## CITY OF GULFPORT PLANNING COMMISSION

2304PC031

TRANSCRIPT OF HEARING

April 27, 2023

\*\*\*\*\*

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT  
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,  
GULFPORT, MISSISSIPPI, ON THE 27TH DAY OF APRIL 2023  
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  
CHARLIE HEWES  
HAROLD SPANN  
TIMOTHY DAIGLE, JR.  
DOUG HANCOCK  
CHRIS ROMANO  
BRYAN JACOBS  
VIRGINIA ADOLPH

STAFF PRESENT:

GREG HOLMES  
SU-LIN FEATHERSTON  
MATILDA WELCH  
LESLIE ERVIN

ALSO PRESENT:

HON. MARGARET MURDOCK, City Attorney



1 H1.2 Planning Commission Approval 2304PC031

2 MS. ERVIN: Planning Commission Approval  
3 2304PC031 has been duly and timely noticed as required by  
4 law. The applicant is seeking approval for a medical  
5 cannabis dispensary at 2159 East Pass Road, zoned B-2, Ward  
6 2. A copy of the packet Exhibit A considered is hereby  
7 offered to the record.

8 MR. WILLIAMS: Thank you.

9 Is someone here to speak for this request?

10 MR. HENGEN: Thank you. I'm Wayne Hengen.  
11 I'm an attorney in Biloxi. My offices are at 979 Howard  
12 Avenue. I represent Hypnotized, LLC. It's a Mississippi  
13 Limited Liability Company, and I represent them regarding the  
14 approval we would hope to get and the application they have  
15 for a medical cannabis dispensary. Some of the principals  
16 are here. Waseem Younis is the name on the agenda. We also  
17 have Adam Bressler, and then we have Dennis Cowart out of  
18 Jackson County, an architect, that's going to help them in  
19 remodeling the building, and George Barrett, he calls  
20 himself an assistant to all those guys.

21 The company has leased the property at 2159  
22 East Pass Road, Suite A. It's a building that has two  
23 suites. It's on the south side of Pass Road. It is not  
24 within 1,000 feet of any school, church, or day care door to  
25 property line. It's not within 1500 feet, I think that's a



1 radius measurement, with another dispensary door to door.

2           This property is owned by an LLC named 2159  
3 E. Pass, LLC, coincidental, also a Mississippi Limited  
4 Liability Company.

5           The company is the only owner of the  
6 property.

7           I've gone through the submission  
8 requirements, and I will only highlight one or two of those  
9 regarding the statement addressing the issues that's listed  
10 as an instruction on the application.

11           First, transportation and access are as easy  
12 as accessing any business or commercial enterprise on East  
13 Pass Road in Gulfport, and there is ample parking both front  
14 and back, and there's actually a wide enough area where it  
15 can be parking on the side.

16           Second, water supplied by the City of  
17 Gulfport.

18           Third, waste disposal by Waste Pro contracted  
19 by Gulfport.

20           Fire and police protection is the fourth  
21 item, and it's provided by the City of Gulfport.

22           Fifth, other public facilities as we  
23 understand the issue. I'm not sure what that exactly means.  
24 But if it's the neighboring businesses, there are numerous  
25 other businesses and commercial enterprises in and around



1 this area, the closest being the Suite B tenant. That's  
2 Biloxi Beach Resorts. That's a single building with a party  
3 wall. There's also Bayview Furniture, European Auto,  
4 Capital Car Wash, and then the other ones. I'm sure y'all  
5 all drive past this a dozen times a day.

6                 Six, the proposal will not cause undue  
7 traffic congestion or create a traffic hazard because there  
8 is an entrance/exit curb cut that was suitable for the  
9 previous tenant, American Heart Association. The property  
10 is at that point also where there are two eastbound lanes,  
11 two westbound lanes, and a center turning lane. So there's  
12 plenty of area to move the traffic.

13                The company is already operating a dispensary  
14 in the State of Michigan with two more opening within about  
15 30 days. There's another one going in Michigan and then one  
16 will be opened in Ohio. They have several other things that  
17 are allowed by the law other than the dispensaries, but  
18 those are in other states. They are very familiar with this  
19 operation and how to run it.

20                Seventh, the dispensary is in harmony with  
21 the orderly and appropriate development in the district  
22 because it puts more business into the district which makes  
23 more attractive for others that are looking for a location.  
24 Business makes more business which makes more customers  
25 which makes and generates more tax revenue, and it fills an



1 empty building.

2 I prepared a couple of attachments.

3 According to the filing of the application, they wanted a  
4 larger site plan, so I have enlarged that. I'd like that to  
5 be made part of the record.

6 Those things that I went through that are the  
7 issues that y'all would address, I have put that in writing  
8 so that it can -- even though you have a court reporter here  
9 or a planning commission reporter -- I'm used to the other  
10 reporter, I have put that in writing for her.

11 And then I have some photographs of the  
12 building, front, back, and side.

13 We hope that's enough to get a favorable  
14 vote. Thank you.

15 MR. WILLIAMS: Any questions of the  
16 applicant?

17 MR. HEWES: You failed one thing on the  
18 technical detail, it's our zoning requires this to be at  
19 least 500 feet from a residential dwelling. And it does not  
20 appear that this building is 500 feet from residential  
21 dwelling.

22 I'm going to ask if we have someone over here  
23 that can show us where the residential dwelling is on the  
24 map so we all have a clear picture of it and maybe see if  
25 you can address that because was overlooked I think.



1 MR. HENGEN: Notices were sent out, and my  
2 understanding of the procedure is if somebody has an  
3 objection on that, they would voice it. And by the rules  
4 that Keith read, they would -- that objection would be  
5 observed.

6 But I know of no objection so I thought that  
7 would be qualifying for a waiver.

8 MR. HEWES: It doesn't have to be verbal.  
9 You need to be over 500 feet from a residence.

10 Y'all can -- the ( ) can give us some  
11 comment on that.

12 MR. HOLMES: I think the way the ordinance is  
13 written, the reason he's here is because he's within 500  
14 feet and he needs planning commission approval.

15 MR. HEWES: Yes.

16 So where is the residence up there on the map  
17 is what I'm wanting to ( )? It is a single family, or  
18 is it a multifamily?

19 MS. FEATHERSTON: Off of Red Oak Drive, the  
20 R-B resident business --

21 MR. HEWES: Thank you.

22 MR. WILLIAMS: Off of the other street, too,  
23 right?

24 MS. FEATHERSTON: Yes. Oakleigh Lane.

25 MR. WILLIAMS: Oakleigh. Yeah.



1                   MR. DAIGLE: Are the other ones residence  
2 businesses as well? Because you said one is a residence  
3 business?

4                   MS. FEATHERSTON: It's zoned R-B which allows  
5 for a residential use.

6                   MR. HANCOCK: But just to be clear, there are  
7 residences within the 500 feet not just the zoning, but  
8 there are residences?

9                   MS. FEATHERSTON: Yes.

10                  MR. HANCOCK: How close are they, do you  
11 know?

12                  MS. FEATHERSTON: They are within that  
13 boundary.

14                  MR. HANCOCK: They are within that boundary,  
15 okay.

16                  MR. HEWES: And just because, to give you  
17 some explanation on why our -- this is a kind of a stickler,  
18 touchy point for us, there have been other cannabis  
19 dispensaries requesting that we eliminate the 500 feet, and  
20 we have not done that. Maybe in a year or two years, it  
21 might be something worth looking at, but right now we feel  
22 like it's too quick to do this.

23                  Now, we have as a commission in the City of  
24 Gulfport, initially hotels were considered residential and  
25 for medical marijuana dispensaries, they've eliminated that



1 requirement for hotels, but not for general residence.

2 So it's a little bit of a concern for us to  
3 allow that so close to someone's home.

4 MR. HENGEN: Even without an objection? Is  
5 there a waiver provision?

6 MR. HEWES: Is there a what?

7 MR. HENGEN: A waiver provision with regard  
8 to the residences.

9 MR. HEWES: Not that I -- the waiver is that  
10 the planning commission has to approve it one way or the  
11 other.

12 MR. WILLIAMS: And then that would have to go  
13 to the City Council for approval, as well.

14 It doesn't? The waiver doesn't go on the  
15 residence?

16 MR. HOLMES: No. With this being planning  
17 commission approval, you guys have a final say unless it's  
18 appealed to the council.

19 MR. WILLIAMS: All right. Ms. Virginia.

20 MS. ADOLPH: My question was in terms of the  
21 hours of operation. I was a little confused in terms of,  
22 sir, it says Monday through Wednesday 9:00 to 7:00, it says  
23 Tuesday through Sunday, 9:00 to 9:00, and then underneath  
24 that it says Sunday 6:00 to 6:00. So does that mean  
25 Thursday through Saturday?



1 MR. HENGEN: No.

2 MS. ADOLPH: What does that mean?

3 MR. HENGEN: I think those were voluntarily  
4 put in, and they were not written correctly. I didn't see  
5 it as a requirement so I didn't put it in that typewritten  
6 summary of my remarks.

7 But their normal hours of operation I think  
8 it's 10:00 to 6:00. Is that what you said?

9 MS. ADOLPH: 10:00 to 6:00 all days?

10 MR. HENGEN: On Sundays.

11 MS. ADOLPH: Oh, on Sundays. And Thursday  
12 through Saturday will be 9:00 to 9:00?

13 PERSON IN AUDIENCE: Correct.

14 MR. HENGEN: And that may be somewhat fluid  
15 if there's any problem with that because we're not really at  
16 that point.

17 MS. ADOLPH: I'm was just looking at this  
18 amendment.

19 MR. WILLIAMS: Any other questions?

20 MR. DAIGLE: What about the parking spots?  
21 It says the police department denied this project. And  
22 obviously one of the reasons was because it was within 500  
23 feet of residential which is why it comes to us for that  
24 approval. But it also mentions that there's only 12 parking  
25 spots in front with unsecured parking in the rear, and it



1 says excess traffic may cause traffic congestion. You say  
2 that there wouldn't be any hindrance on the traffic on Pass  
3 Road. So do you have any plans to expand parking in the  
4 front or the back or secure the back parking area for  
5 parking?

6 MR. HENGEN: I think the whole lot is paved  
7 other than the building. So, I mean, two tenants have  
8 occupied that building for years. I don't know that there's  
9 any plans to expand beyond the property lines.

10 MR. DAIGLE: Well, I guess that I'm a little  
11 confused and why it's an issue now. Does anyone in the  
12 planning department know why it's issue now and it wasn't  
13 for the previous tenants?

14 MS. FEATHERSTON: I can't comment as to why  
15 that's a condition from the police department. That's part  
16 of the transmittals is to ( ) or disapprove.

17 MR. DAIGLE: So they didn't have anything in  
18 here, though, about -- did they state anything about what  
19 they would -- what it would need to have happen? For  
20 instance, my understanding would be that if we approve this  
21 case with the conditions, the police department has denied  
22 it as one of the conditions. So what would they need to do  
23 to get an approval?

24 MR. HOLMES: Basically how that would work,  
25 if it is approved and they do come in and apply for a



1 business license (inaudible). That's not something the  
2 police department actually regulates.

3 But in order to issue the privilege license,  
4 they've got to meet our codes and regulations. So at that  
5 time, we look at the building, size of the building,  
6 determine proper ratio. But they said there were other  
7 tenants in that building before, so if there's a need for a  
8 variance or something, we would address it at that time.

9 MR. DAIGLE: I gotcha. So this is probably  
10 more in line then with the 500 foot residential. Okay.

11 MR. WILLIAMS: Any other questions? All  
12 right. If something comes up, we'll bring you back up.  
13 Thank you.

14 MR. HENGEN: Thank you.

15 MR. WILLIAMS: Anyone else here to speak for  
16 the request?

17 Anyone here tonight to speak against this  
18 request or have general questions?

19 Yes, ma'am.

20 MS. BELL: Hi, how are you all? My name is  
21 Audrey Bell. I represent Bayview Furniture which will be  
22 their nextdoor neighbor.

23 I heard everything he said, and I just wanted  
24 to comment on some of the traffic concerns. That's actually  
25 one of our main concerns, as well. The building does have



1 limited parking, and there is a residence behind that  
2 building.

3           Previously, the businesses that were there  
4 did not have significant traffic. They were used as office  
5 space. I think it was about four or five people in there.  
6 So it wasn't ever really posing any issue, so it wasn't as  
7 much public traffic, I guess you would say.

8           My main concern with that transportation and  
9 traffic situation is that we have a driveway that is on  
10 their east side that has been overran before. They don't  
11 have anywhere to -- if a truck were to deliver, they don't  
12 have anywhere to turn around in their driveway or in their  
13 parking area. So that truck would almost have to -- I don't  
14 know how they get their products, but they would almost have  
15 to stop on Pass road. So they would basically in order to  
16 exit the rear of that building you have to use our drive in  
17 the rear of our building to do that.

18           We've also had some additional concerns  
19 around bringing this type of product into that area where  
20 we've already seen some significant vagrant issues. The  
21 police department is aware of that. We've had some  
22 significant crime and theft in that area. So I'm not sure  
23 if there's any plan to secure that building with like a  
24 fence or something to where basically it's just kind of a  
25 highway straight to the back of an open lot that butts up



1 against a residence. So that's definitely another concern.

2 And it's nothing to be said, but there are  
3 some other area locations in the area with better to and  
4 through. But I can tell you right now, if you look at our  
5 building next to theirs, we have a big parking lot with a  
6 circle drive, they're going to come through our lot all day.  
7 It's just easier. We have multiple exit and entry points.  
8 They have the one.

9 So that is something that we have, along with  
10 the safety and security issue, that we think would possibly  
11 pose a threat.

12 And that's where I'm standing on that.

13 MR. WILLIAMS: Good deal. So we appreciate  
14 that and we appreciate your concern about the parking and  
15 ingress/egress with trucks and those type things. You know,  
16 part of the medical cannabis dispensary is that you have to  
17 have a prescription to come.

18 MS. BELL: Correct.

19 MR. WILLIAMS: The doors have got to be  
20 locked. There is no, you know, no displays in the windows  
21 and all that. So this business as opposed to any other  
22 business isn't going to increase vagrants or any type of  
23 thing like that, so I'm very confident of that. But we  
24 appreciate you bringing up your concerns.

25 Thank you.



1 MS. BELL: Okay. All right.

2 MR. WILLIAMS: Anyone else here to speak  
3 against the request or have general questions on the  
4 request?

5 All right. Commissioners, we've heard from  
6 the applicant. Any questions for the applicant or the  
7 staff, or can we get a motion, please?

8 Yes, please. I'm sorry, Mr. Hengen.

9 MR. GRAY: First thing I'd like to do is hand  
10 in these two other ones --

11 MR. WILLIAMS: Sir, are you wanting to speak  
12 for them? Mr. Hengen has asked to come back up. So I'm not  
13 sure why you're --

14 MR. GRAY: Oh, I'm sorry.

15 MR. WILLIAMS: Come on and speak in case in  
16 case he's got to address anything that you've got and what  
17 you were listening to a minute ago.

18 MR. GRAY: My name is Howard Gray. I live at  
19 1213 31st Avenue, Gulfport, Mississippi.

20 I just basically I'm not speaking specific to  
21 this location, but I would just like to see the rules stay  
22 within the 500 feet of residential -- not within 500 feet of  
23 residential property.

24 Thank you.

25 MR. WILLIAMS: Thank you. Appreciate it.



1 All right. Mr. Hengen.

2 MR. HENGEN: Certainly, I'd have to say I  
3 appreciate anyone coming in and giving their opinion about,  
4 you know, objections that they think they're going to have  
5 to deal with and they may, I don't know about that because  
6 it's not operating right now.

7 But the remark that was made that the kind of  
8 traffic that would come in there is not such that like this  
9 is a shopping center or something. It's small. It's a  
10 prescription operation. And so I don't know that we can  
11 look into the future and see that that parking is not  
12 suitable.

13 Second thing, on the driveway that is on the  
14 east, there's not much of a driveway there, and the pictures  
15 will show that there's a curb that runs along there, so  
16 they'd have to be hopping a curb if there was a truck  
17 unloading. And the unloading is actually in the back. When  
18 you take a west drive into the back to get to the loading  
19 door, they would be able to turn around there and drive  
20 straight back out. So I don't think we're going expect to  
21 see somebody driving in to unload and then hopping a curb to  
22 get back out on Pass Road coming into somebody else's  
23 property.

24 The security I didn't know was to be  
25 discussed at that time when we're just looking for planning



1 commission approval of the application. It's not on the  
2 application that I saw. But I can assure you they are  
3 preparing the appropriate security. And in looking at the  
4 other companies that they have and dispensaries that they  
5 have put in other states, they're pretty familiar with how  
6 all of that is to work. This is a good location for them.  
7 I mean, this is very, very commercial.

8                   And so if there is not a waiver or it's to be  
9 handled, Greg, you know, at a later time before the council  
10 with regard to the 500 foot rule, we're certainly ready to  
11 do that and we hope this will work.

12                   MR. WILLIAMS: Thank you. Thank you.

13                   All right. Commissioners, we've heard the  
14 public opinion. Any questions of the staff or the  
15 applicant, as I said, or a motion, please?

16                   MR. HEWES: Mr. Chair, I think if the  
17 residents were not close, this would be an ideal location  
18 like he just mentioned. But with the (        ) and what the  
19 planning department has gone through, I think we need to  
20 respect what the police department has said and deny this  
21 because of that proximity to a residence.

22                   So I move that we deny the request for  
23 2304PC031.

24                   MR. WILLIAMS: And with that because of it  
25 being within 500 feet?



1 MR. HEWES: Yes, because the 500 feet, yes,  
2 sir.

3 MR. WILLIAMS: So I have a motion to deny the  
4 request. Do I have a second?

5 MR. HANCOCK: Yeah. I would just add the  
6 fact that we've typically tried to stay within the rules  
7 that are set by the planning department and not change those  
8 this early in the process. That may be something we might  
9 be comfortable doing down the road, but we haven't been  
10 willing as a group to do that yet. We wanted be kind of on  
11 the conservative side early in this process.

12 So with that, I'll second Mr. Hewes's motion.

13 MR. WILLIAMS: I've got a motion and a second  
14 to deny the request. Any further discussion?

15 MR. DAIGLE: I just personally think that  
16 while I respect y'all's opinion, I don't agree with it. And  
17 I do think that this is why we're here, to take a look at  
18 situations like this. There's a lot of residential  
19 business. There's no one that's come out in opposition and  
20 it is surrounded by business.

21 I appreciate what the woman said about the  
22 parking, but, again, that's the planning department's --  
23 that's where their scrutiny should come in, and they should  
24 make sure that that's not happening when they bring in  
25 semi-trucks and over-rolling.



1                   So I for one am in favor of this, but I just  
2 wanted to go ahead and state that.

3                   MR. WILLIAMS: Any other comments?

4                   And with respect to Mr. Daigle and being in  
5 favor of it, I think we have had hours and hours of  
6 discussions in here about the residential part of this, and  
7 while I think each case is unique, there's a house right  
8 behind this property, and it kind of makes all of our other  
9 discussions moot if we decided to let this one approved with  
10 it being within 500 feet.

11                   So, again, that's my opinion. So I'll  
12 address it. I think we need to let this thing get started  
13 and let some of these things get open before we start  
14 allowing the medical cannabis to be within 500 feet of any  
15 residential property. And we make exceptions for cases like  
16 the hotels and those type things.

17                   So those are my comments.

18                   Any other comments?

19                   MR. JONES: Yes, I have one. Any time that  
20 you make changes, we probably need to talk about it before  
21 it happens just -- if we just change it on the spur of the  
22 moment, I'm against it.

23                   That's all.

24                   MR. WILLIAMS: All right. Any other  
25 discussion?



1 All right. So we have a motion to deny the  
2 request and properly seconded. All those in favor signify  
3 by raising your right hand if you would, please, all those  
4 in favor of the denial.

5 (Jacobs, Jones, Spann, Hancock, Hewes,  
6 Hancock Romano.)

7 MR. WILLIAMS: Seven. All right.

8 All those against that motion, one.

9 (Daigle.)

10 MR. WILLIAMS: So seven to one. It's been  
11 denied.

12 Thank you all.

13

14

15

16

17

18

19

20

21

22

23

24

25



BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2304PC031

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 19 pages constitute a true and correct transcription of said hearing held on the 27th day of April 2023.

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 12th day of May 2023.

---

NORMA JEAN LADNER SOROE, CSR #1297  
Certified Shorthand Reporter



# MEMORANDUM

**To:** City of Gulfport Planning Commission

**From:** Su-Lin Featherston, Planning Administrator  
Urban Development Department

**Date of Hearing:** June 20, 2023

**Re: Planning Commission Approval - request for an indoor shooting range - Zoned I-2 (Heavy Industry) - located at 9506 Creosote Road & 9524 Creosote Road - Case # 2304PC037 - Ward 3 - with Appeal**

Planning Commission Approval 2304PC037, by agent Donovan Scruggs, seeking approval for an indoor shooting range at Tax Parcels 0809I-01-020.000 & 0809I-01-021.000, 9506 Creosote Road & 9524 Creosote Road, Zoned I-2(Heavy Industry), Ward 3

# MEMORANDUM

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

**From:** Su-Lin Featherston, Planning Administrator  
Urban Development Department

**Date:** June 9, 2023

**Re:** Planning Commission Approval 2304PC037, by agent Donovan Scruggs, seeking approval for an indoor shooting range at Tax Parcels 0809I-01-020.000 & 0809I-01-021.000, 9506 Creosote Road & 9524 Creosote Road, Zoned I-2(Heavy Industry), Ward 3

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

**Motion:** Mr. Daigle – To approve applicant request.

**Second:** Mr. Hewes

|                  |            |
|------------------|------------|
| KEITH WILLIAMS   | – Chairman |
| HAROLD SPANN     | – Yea      |
| VIRGINIA ADOLPH  | – Nay      |
| CHARLIE HEWES    | – Yea      |
| BJ SELLERS       | – Yea      |
| WM. PRINCE JONES | – Yea      |
| DOUG HANCOCK     | – Yea      |
| BRYAN JACOBS     | – Yea      |
| TIM DAIGLE JR    | – Yea      |
| GARLON PEMBERTON | – Absent   |
| CHRIS ROMANO     | – Yea      |

**Action:** Motion carried 8-1

**Speaking for the Petition:**

1. Donovan Scruggs

**Speaking against the Petition:**

1. Ethel B. Caldwell
2. Beverette Thompson

On April 27, 2023, the Planning Commission recommended approval of the above referenced case.

**Please place the attached item on the Council agenda for June 20, 2023.**



# **Technical Report**

## *PLANNING COMMISSION APPROVAL*

### **GENERAL INFORMATION**

Case File Number: 2304PC037

Hearing Date: April 27, 2023

Current Zoning/Use: I-2/ Commercial Structure and Vacant Lot

Legal: Planning Commission Approval 2304PC037, by agent Donovan Scruggs, seeking approval for an indoor shooting range at Tax Parcels 0809I-01-020.000 & 0809I-01-021.000, 9506 Creosote Road & 9524 Creosote Road, Zoned I-2(Heavy Industry), Ward 3

### **TECHNICAL DETAILS**

The applicant are seeking approval for an indoor shooting range located at 9506 Creosote Road & 9524 Creosote Road, Zoned I-2 (Heavy Industry). The properties were recently rezoned to I-2 (Heavy Industry District), which permits a shooting range by Planning Commission Approval. The subject site is surrounded by properties that are either zoned industrial or have industrial characteristics.

In addition, the use will include some retail sales associated with the use to include purchase of ammunition, rental of firearms, protective eyewear, sales of firearms, and similar items. Furthermore, these items are currently sold in stores such as Walmart, Academy Sports and various pawnshops. The Subject property combined is approximately 36,815 square feet and building size of 8,600 square feet. Further, site visit from staff shows existing businesses that would be harmonious with the subject site such as, Bayou Concrete and Coast Concrete, 1<sup>st</sup> Choice Boat and RV Storage, and Affordable Trailer Sales. The proposed use would be less stringent to the surrounding area; therefore, the proposed use will not adversely affect adjacent properties. Thus, the staff recommendation is to approve applicant request.

### **EXECUTIVE SUMMARY**

The staff recommendation is to approve the applicant request due to the proposed use would be less stringent to the surrounding area; therefore, the proposed use will not adversely affect adjacent properties. In addition, site provide ample parking for such use.

Any approval should consider these conditions:

1. Approval grants the use of an indoor shooting range.
2. Must meet all current Building Codes and City Ordinances.

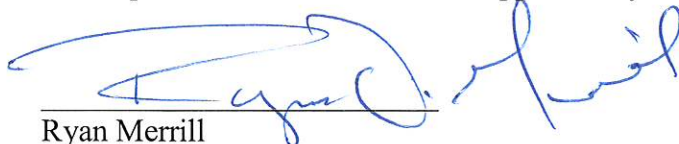
**Technical Report**  
*PLANNING COMMISSION APPROVAL*

***DEPARTMENTAL CONDITIONS***

|                                       |                                                                                 |
|---------------------------------------|---------------------------------------------------------------------------------|
| <b><u>Engineering:</u></b>            | No conditions. Memo dated 4/18/2023.                                            |
| <b><u>Public Works:</u></b>           | No conditions. Memo dated 4/18/2023.                                            |
| <b><u>Traffic and Safety:</u></b>     | No conditions. Memo dated 4/18/2023.                                            |
| <b><u>Building Code Services:</u></b> | Must meet all current Building Codes and City Ordinances. Memo dated 4/17/2023. |
| <b><u>GIS:</u></b>                    | No conditions. Memo dated 4/13/2023.                                            |
| <b><u>Police Department:</u></b>      | No conditions. Memo dated 4/18/2023.                                            |
| <b><u>Fire Department:</u></b>        | No conditions. Memo dated 4/13/2023.                                            |
| <b><u>City Arborist:</u></b>          | No conditions. Memo dated 4/13/2023.                                            |

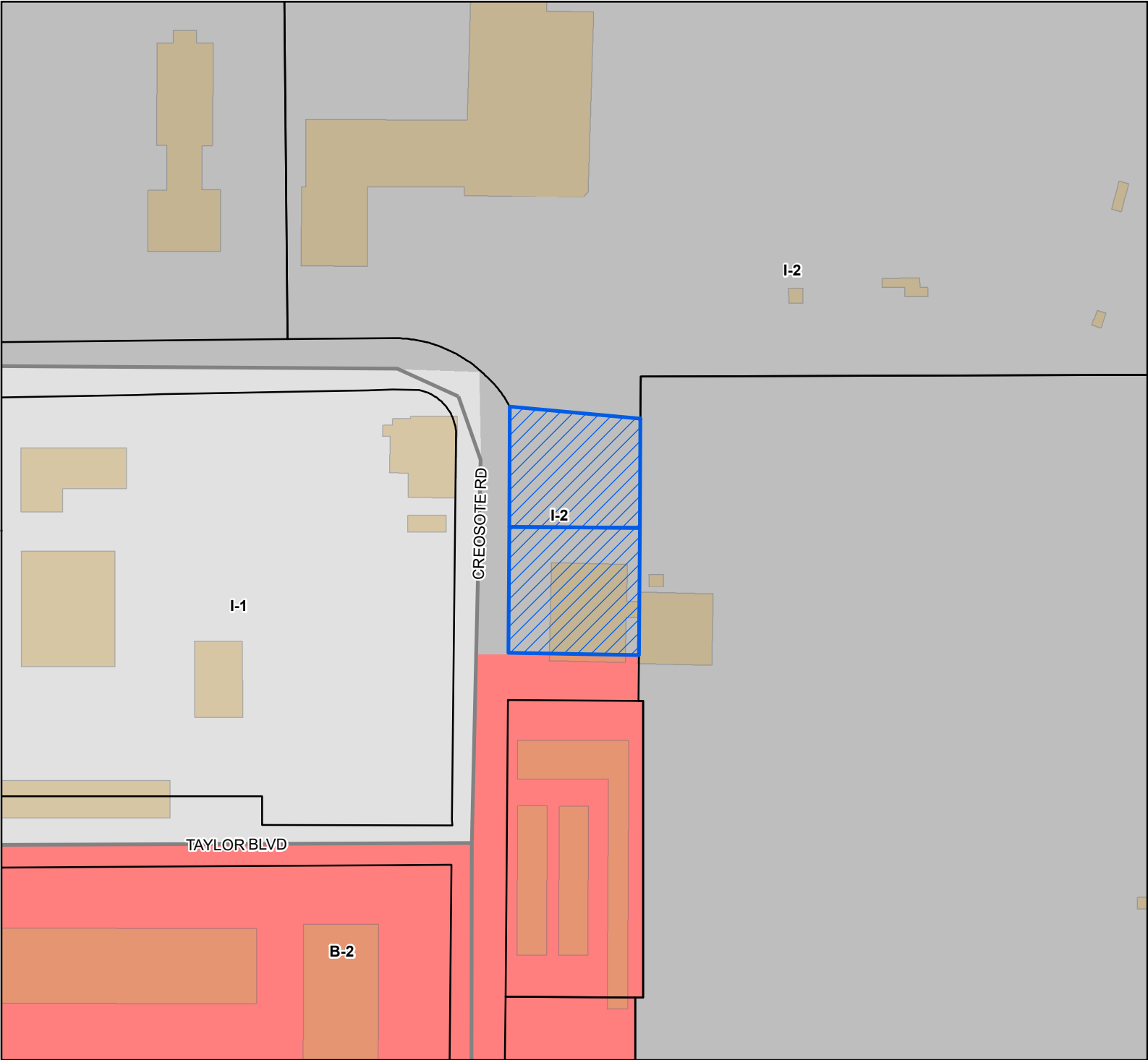
***DIRECTOR APPROVAL***

This report has been reviewed and approved by:



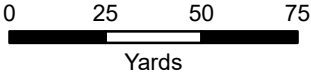
Ryan Merrill  
Director of Urban Development Department





- Site
- Street
- Parcels
- Buildings
- Zoning**
  - B-2 - General Business District
  - I-1 - Light Industry District
  - I-2 - Heavy Industry District

**Site Information**  
0809I-01-020.000  
Zoning: I-2 (Heavy Industry District)  
Size: 19315.152 sqft  
Flood: X  
1010N-03-018.000  
Zoning: I-2 (Heavy Industry District)  
Size: 17500.87 sqft  
Flood: X



1 inch = 150 feet



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



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

## APPLICATION FOR PLANNING COMMISSION APPROVAL

### Property Information

TAX PARCEL # 

|   |   |   |   |   |
|---|---|---|---|---|
| 0 | 8 | 0 | 9 | 1 |
| 0 | 8 | 0 | 9 | 1 |
|   |   |   |   |   |

 - 

|   |   |
|---|---|
| 0 | 1 |
| 0 | 1 |
|   |   |

 - 

|   |   |   |   |   |
|---|---|---|---|---|
| 0 | 2 | 0 | 0 | 0 |
| 0 | 2 | 1 | 0 | 0 |
|   |   |   |   |   |

For Staff Use Only

Case Number: 2304PC037Date Received: 03/17/23

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

Received By: McDZoning: I-2Ward: 3 Flood: XSize: 36,816.02 sqft

(If necessary, use separate sheet of paper)

Address of Property Involved: 9506 and 9524 Creosote RoadLot(s) NA, Block(s) NA, Subdivision NAGeneral Location: On the east side of Creosote Road and .6 miles east of Three Rivers Road

### GENERAL DESCRIPTION OF REQUEST:

The owner is requesting Planning Commission approval for an indoor shooting range in an I-2 District.

### OWNERSHIP AND CERTIFICATION:

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

OWNER

Broad Avenue Medical Specialists, LLC

Printed Name of Owner  
111 W Scenic Drive

Mailing Address  
Pass Christian MS 39571  
City State Zip code  
NA 228-363-2819 (Jourdan Nicaud)

Home Phone Work/Cell Phone

Email [jourdan@nicaudfoods.com](mailto:jourdan@nicaudfoods.com)

Email

Signature of Owner

AGENT

Donovan Scruggs

Printed Name of Agent  
317 Pine Drive

Mailing Address  
Ocean Springs MS 39564  
City State Zip code  
NA 228-348-1315

Home Phone Work/Cell Phone

Email [donovan@scruggsplanning.com](mailto:donovan@scruggsplanning.com)

Email

Signature of Agent

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



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



**Land Use Report for a  
Planning Commission Approval for an Indoor Shooting Range Located  
Along East Side of Creosote Road (9506 and 9524 Creosote Road)  
PIDNS: 0809I-01-020.000 and 0809I-01-021.000**

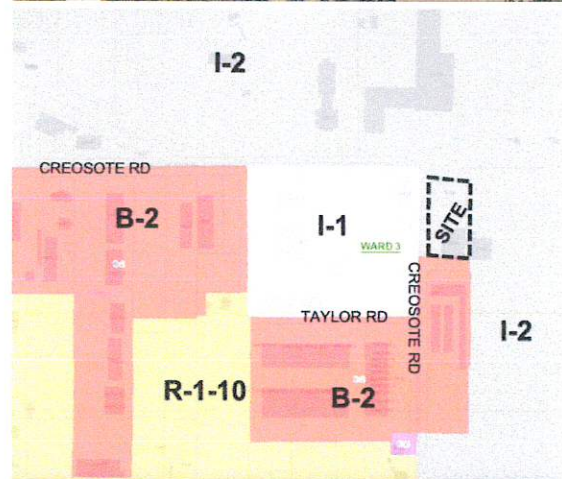
Prepared by: S. Donovan Scruggs, AICP  
Date: March 6, 2023

Broad Avenue Medical Specialists, LLC has submitted an application to permit an indoor shooting range on two parcels of land situated along the east side of Creosote Road. The properties were recently rezoned to I-2 (Industrial) District which permits a shooting range by Planning Commission Approval. The subject site is surrounded by properties that are either zoned industrial or have industrial characteristics.

To the immediate north of the site is Bayou Concrete and Coast Concrete. 1<sup>st</sup> Choice Boat and RV Storage and mini-warehouses are located to the south and within a B-2 District. Across the street and west of the site is Affordable Trailer Sales which is zoned I-1 (Light Industrial District). To the east or behind the subject site is Cavenham Forest Industries, Inc. The trailer sales and mini-warehouses generate low volumes of traffic and site activity. Cavenham Forest Industries is approximately 74 acres in size and is largely vacant.

The subject site is approximately .8 acres (36,800 square feet) and includes a metal building that is approximately 8,600 square feet in size that was constructed in 1979. The building and site are currently vacant due to damage to the building that resulted from Hurricane Zeta in October 2020. The roof was replaced and all repairs have been made, but the tenant was lost as a result of the damage.

The owner is requesting approval for an indoor shooting range. The use will include some retail sales associated with the use to include purchase of ammunition, rental of firearms, protective accessories (earmuffs, protective eyewear, etc.), sales of firearms, and similar items. The sales of these items are common to pawn shops that are permitted by right in the I-2 District. The sales or rental of these items are a secondary or accessory use and not the primary use or purpose of the shooting range.



The building located on the property is approximately 8,600 square feet. It is a metal building that includes showroom and warehouse space.



## 1. Overview.

The proposed use is an indoor shooting range. The use is permitted with Planning Commission approval. The proposed shooting range will include 8 shooting lanes (proposed). The building will be renovated with the required improvements to manage air quality, removal and capturing of lead, noise suppression, and improvements to prevent penetration. No exterior site improvements are planned. The site includes 42 parking spaces which is more than sufficient for the proposed use.

The owner purchased the building in 2019. The site is located on Creosote Road and south of the Harrison County Industrial Seaway. In recent years, the north parcel was purchased by the owner of the south parcel, and the two parcels are now in common ownership. The northern lot was paved for additional parking for the southern building. The building was most recently occupied by Aerocare for approximately two years. However, the building was damaged by Hurricane Zeta in 2020 and has not been occupied since.

The site is located within an area that has a Heavy Industrial character. This is reinforced heavily by Bayou Concrete and Coast Concrete to the immediate north of the site. Dusts, noises, heavy trucks, long hours of operation, and other associated characteristics impacts adjacent properties. This is not a critical statement toward the operational activities of these businesses, as both have been located at their sites decades and the concrete related activities are consistent with the Industrial designation. The intensity of the activities establishes the character of the area, and the proposed use will not adversely affect adjacent properties.

To the west is affordable trailer sales. This use is part of larger property that is leased to apparently three tenants. It appears that large equipment trailers for commercial and private purposes are sold and manufactured along the northeast portion of the property (upper image). The building associated with this use is in a state of neglect. This property is located west of the subject site along the west side of Creosote Road. The disrepair of the building and on-going activities are not concern to the owner, but it does re-emphasize the industrial character of the area and the need for investment to the area. Along the southern portions of the property are additional uses. Within the southwest portion of this property is a vehicle and boat storage area. A business that provides roll-off dumpsters and other containers or equipment for rubbish is located within the southwest corner of this parcel. These uses are considered industrial in nature and are correctly zoned. The arrangement of this property has changed several times to meet the needs of tenants, but the uses have always been industrial.

South of the site is 1<sup>st</sup> Choice RV and Boat Storage. The site also includes a number of self-storage units. The self-storage site is located within the same B-2 District, and includes vehicle storage facilities. Mini-warehouse are permitted within the B-2 District, but it is a use that is oftentimes associated with industrial districts and areas. Similarly,





a new site was developed to the west for United Rentals. This use rents heavy equipment and construction machinery. It is located within a B-2 District but is more suited for an Industrial designation. It is a better fit for an Industrial District and further establishes the character of the area.

To the east of the site is Cavenham Forest Industries, Inc. The site includes approximately 74 acres of land that is a former wood treating plant. Due to environmental issues associated with the site, the business has been essentially closed since the late 1980s and monitoring of the site for groundwater remediation efforts continue.

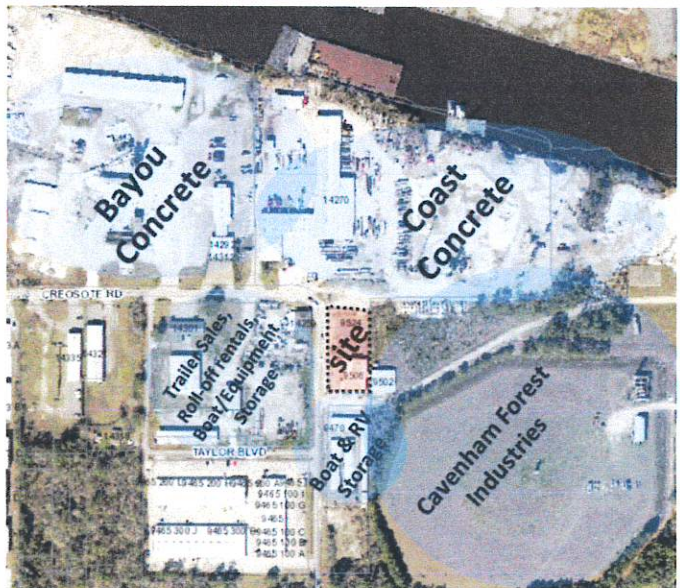
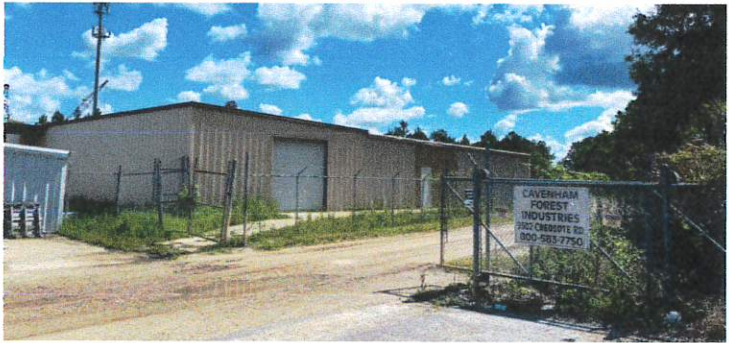
While there is not expected to be any exterior evidence, noise, dust, odors, or similar objectionable characteristics, the Cavenham site provides a substantial buffer. The mini-warehouses and trailer sales/storage area to the south and west provide similar buffer with buildings and larger sites. The concrete plants to the north along with the industrial waterway, provide substantial buffer to the north. Noises of the concrete plant should further diminish sounds if any noises escape the building.

## 2. Impact on Surrounding Area: Industrial Use and Brownfield

The proposed use is within a heavy industrialized area. The RV and boat storage facility is more consistent with the I-1 or I-2 Districts than the B-2 District, but a shooting range is also permitted within the B-2 District with Planning Commission approval so the use is consistent with the area.

The subject site is surrounded by industrial uses and will not negatively impact residential areas farther south. The subject site is buffered by the storage facility located immediately to its south. Beyond the storage facility is the Cavenham Forest Industries, Inc. property. This is a site that is comprised of approximately 74 acres of land that is mostly zoned I-2. The site has been in various stages of remediation for a number of years, but the southern portion of the property has a wooded buffer of approximately 350 feet and includes more than 7 acres of wooded land.

The uses associated with the site will be internal to the building and it will not generate noise, dust, odors, heavy



traffic or other nuisances. It is, however, significantly buffered from other uses to the south by neighboring properties.

### **3. Development Schedule and Requirements**

Broad Avenue Medical Specialists, LLC will enter a contract to lease the building upon approval by the Planning Commission. The prospective tenant will begin the 'build-out' of the facility. While the footprint of the building or site will not change, the interior space of the building will be retro-fitted. The HVAC system will be replaced to provide a filtering system. Lead from the filters and the firing will be collected by a third-party contractor for reuse, recycling, and disposal. Walls and firing lanes will be improved to suppress noises and contain firings. The proposed improvements to the building to meet OSHA regulations is expected to exceed \$1 million.

The proposed indoor shooting range requires no upgrade in municipal services.

- Transportation and access – The site is located on Creosote Road. The traffic generation associated with the facility is minimal. The indoor range is expected to have 8 firing lanes. This size of the facility will limit traffic and parking. As an 'entertainment' or sporting facility, it is expected that weekday use will be more limited than nights and weekends. Saturdays are typically considered the higher use days which will be a time with other uses along Creosote Road are closed.
- Water supply – There are no additional water supply requirements of the facility.
- Waste disposal – Municipal waste will be low impact. There is no food service associated with the request. A third party contractor for cleaning services. The contractor will be responsible for removal and disposal of lead, lead dust, brass and other waste.
- Fire and Police protection – The site is not expected to cause an additional burden on police and fire services.
- Other public facilities – No other public facilities are expected to be impacted.

The site is located on a roadway with low daily traffic counts. The proposed use does not generate larger volumes of traffic and much of this traffic is expected to be on weekends and evenings. Use during the week is typically lower than evening and weekend uses.

While the use is not expected to generate noises, wastes, odors, or other characteristics that are objectionable, the site is within an Industrial District where these characteristics are found. The use will operate in an existing building that will be retrofitted for the indoor firing range. The range will provide little exterior evidence of the use. Parking is accommodated on site, and the area is significantly buffered from non-industrial districts or uses.

### **4. Conclusions.**

The request is for Planning Commission Approval for the conversion of the subject site into an indoor shooting range. Indoor shooting ranges are much more controlled than their outdoor counterparts. One of the more notable differences between indoor and outdoor ranges is noise. The indoor facilities are able to suppress the noises related to the firing of guns. Additionally, the caliber of guns permitted within an indoor firing range is more limited. Outdoor ranges typically allow the use of high-caliber rifles and shotguns. These firearms are larger and louder, and noises are not suppressed in an outdoor environment.

While the outdoor ranges are 'open' and do not require ventilation, indoor ranges require specific HVAC systems and filters to capture smoke and vapors released during firing. Similarly, the reclamation of the lead from firing is more controlled. This can cause runoff issue with an outdoor facility, but the indoor facilities can reclaim and properly dispose of the lead. In general, the often perceived exterior issues associated with a firing range are typically associated with the outdoor ranges. The indoor ranges with smaller guns and noise suppression are much better neighbors.

The proposed site is 'good for the use'. While exterior noises will be undetectable, the site is surrounded by uses that are either largely unoccupied or generate their own noises. The warehouses and storage spaces have very limited on-site occupancy. Employees are typically inside or off-site. Visitors are only on-site for short periods of time. The concrete plants to the north generate noises that will diminish or cover any potential sounds that escape from the range.



North of the concrete plants is the industrial waterway that provides an additional distance or buffer along the north side of the property. Cavenham to the east and south is a large 74-acre tract that provides a significant buffer area. The concerns related to noises will be solved by the suppression related an indoor range and the buffer from surrounding properties.

The subject site was rezoned in 2022 to I-2 District. In March 2019, the City Council of Gulfport amended its regulations to permit firing ranges within the B-2, B-4, I-1, I-2, and I-3 Districts. This use is only allowed within each of these districts through Planning Commission approval.

Respectfully Submitted:



Donovan Scruggs, AICP  
Donovan Scruggs Town Planning and Consulting, LLC  
317 Pine Drive  
Ocean Springs, MS 39564

March 6, 2023

Mr. Greg Holmes  
Assistant Director, Urban Development  
City of Gulfport  
1410 24<sup>th</sup> Avenue  
Gulfport, MS 39501

RE: Authorization to Represent for Land Use Related Matters  
For Parcels Along East Side of Creosote Road  
PIDNs: 0809I-01-020.000 (S. parcel) and 0809I-01-021.000 (N. parcel)

Dear Mr. Holmes:

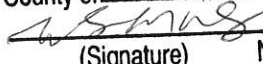
Please accept this letter as authorization for Donovan Scruggs Town Planning and Consulting to represent Broad Avenue Medical Specialists, LLC for land use, special/conditional uses, rezoning, and similar matters for two parcels of land located along the east side of Creosote Road as identified above.

Please accept applications, documents and other representations by Donovan Scruggs, submitted and provided on my behalf, that relate to this property.

Sincerely,

  
Jourdan Nicaud, Manager  
Broad Avenue Medical Specialists, LLC

Notary:

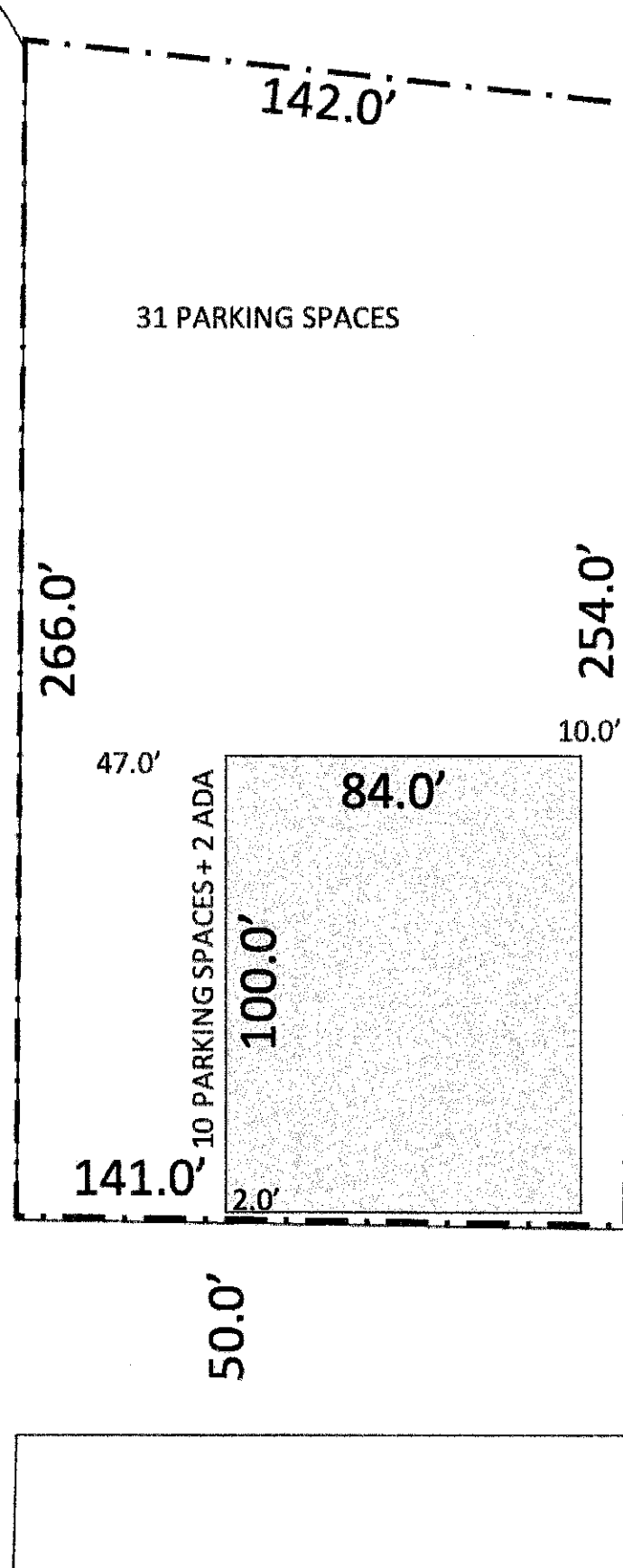
Subscribed and sworn to before me in my  
presence, this 7<sup>th</sup> day of March  
2023, a Notary Public in and for the  
County of Harrison State of Mississippi  
  
(Signature) Notary Public  
My Commission Expires Sept 5 2026

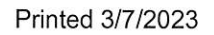




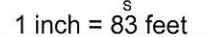
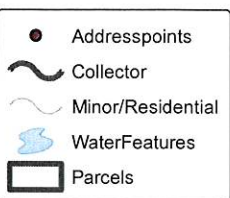
CREOSOTE RD

50.0'





0809H-02-003.000



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.





*J. Jordan* 1st Judicial District  
Instrument 2019 8154 D - J1  
Filed/Recorded 9/26/2019 12:32 N  
Total Fees \$ 12.00  
3 Pages Recorded

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

Indexing Instructions:  
SW 1/4 of SE 1/4, Sec. 15  
NW 1/4 of NE 1/4, Sec. 22  
T-7-S, R-11-W

File# 191621

**STATE OF MISSISSIPPI  
COUNTY OF HARRISON**

**WARRANTY DEED**

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

**TOMMY ROBISON  
P. O. BOX 2233  
GULFPORT, MS 39503  
228-864-0086**

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

**BROAD AVENUE MEDICAL SPECIALISTS, LLC  
a Mississippi limited liability company  
1110 BROAD AVE.  
GULFPORT, MS 39503  
228-363-2819**

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

**Parcel No. 1**

**Commencing at the mutual Section corner of Sections 15, 16, 21 and 22, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi, and located on the South right of way line of Creosote Road; thence run East along said right of way a distance of 2,700.74 feet to a point on East right of way of Creosote Road; thence run South along said East right of way a distance of 161.65 feet to the POINT OF BEGINNING; thence run East a distance of 141.00 feet; thence run South a distance of 136.35 feet to the North right of way of a country road; thence run West a distance of 141.00 feet along said right of way to the East right of way of Creosote Road; thence run North along said right of way a distance of 136.35 feet to the Point of Beginning. Said parcel contains 0.44 acres, more or less.**

**Parcel No. 2**

**A parcel of land situated and being located in the Southwest 1/4 of the Southeast 1/4 of Section 15, Township 7 South, Range 11 West, and also the Northwest 1/4 of the Northeast 1/4 of Section 22, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows:**

**Beginning at a point on the east margin of Creosote Road that is 2784.0 feet East of the section corner common to Section 15, 16, 21 and 22, Township 7 South, Range 11 West, and said point being 35.5 feet South right-of-way of an Illinois Central Railroad Spur as per J. Michael Cassady, R.L.S. survey dated November 17, 1983, and run along the East margin of Creosote Road, South 00 degrees 28 minutes 59 seconds West 101.67 feet to an iron rod; thence further along said East margin, South 00 degrees 38 minutes 53 seconds West 59.90 feet to an iron rod; thence South 89 degrees 30 minutes 56 seconds East 140.90 feet to an iron rod; thence North 00 degrees 44 minutes 27 seconds East 60.00 feet to a point; thence North 00 degrees 56 minutes 33 seconds East 62.58 feet to the corner of a metal storage building; thence along the East edge of said metal storage building, North 01 degrees 52 minutes 35 seconds East 52.08 feet to the corner of said storage building; thence North 88 degrees 17 minutes 52 seconds West 142.50 feet to an iron rod; thence South 00 degrees 28 minutes 59 seconds West 16.11 feet to the point of beginning, containing 0.572 acre, more or less.**

**LESS AND EXCEPT: A parcel of land situated in the Southeast 1/4 of the Southeast 1/4 of Section 15, Township 7 South, Range 11 West and the Northwest 1/4 of the Northeast 1/4 of Section 22, Township 7 South, Range 11 West, City of Gulfport, Harrison County, Mississippi, being more particularly described as follows:**

**Beginning at an iron rod found at the point of intersection of the section line common to Section 15 and 22 with the East margin of Creosote Road, said point being 2784.0 feet East of the section corner common to Sections 15, 16, 21, and 22, Township 7 South, Range 11 West; thence North 00 degrees 28 minutes 59 seconds East 16.11 feet along an extension of the East margin of Creosote Road to an iron rod found; thence South 88 degrees 17 minutes 52 seconds East 142.80 feet to the Northeast corner of a metal storage building; thence along the East wall of said building South 01 degrees 52 minutes 35 seconds West 52.08 feet to the Southeast corner of said building; thence South 00 degrees 56 minutes 33 seconds West 4.96 feet to an iron rod set; thence North 84 degrees 37 minutes 25 seconds West 141.98 feet to an iron rod set on the East margin of Creosote Road; thence along said East margin North 00 degrees 28 minutes 59 seconds East 31.85 feet to the Point of Beginning, said parcel containing 0.171 acre, more or less.**

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

The above-described property is no part of the homestead of the Grantor herein, nor is it contiguous thereto.

Estimated county ad valorem taxes have been prorated between the parties as a part of the consideration for this conveyance. In the event the estimates upon which such proration is based prove to be inaccurate for any reason, the Grantee agrees to refund any excess, and the Grantor



agrees to pay any deficiency, upon receipt of a copy of the tax statement for the current year and a computation of the true amount due, based on a 365 day year.

THIS CONVEYANCE is also subject to zoning and/or other land use regulations promulgated by federal, state or local governments affecting the use or occupancy of the subject property.

WITNESS THE SIGNATURE of the Grantor on this the 24th day of September, 2019.

Tommy Robison  
TOMMY ROBISON

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

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

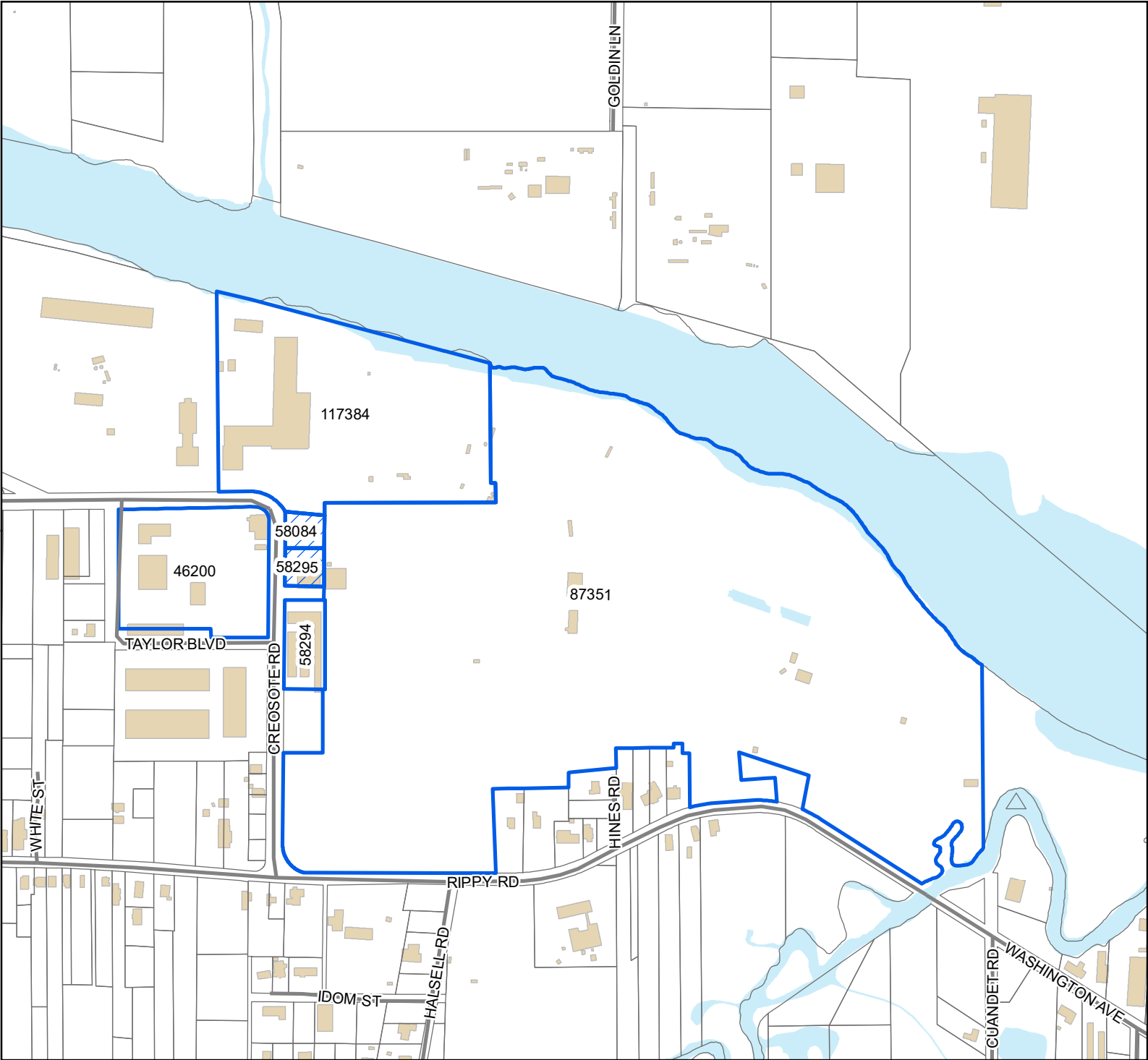
GIVEN under my hand and official seal on this the 24th day of September, 2019.

Edna Marian Seng  
NOTARY PUBLIC

(SEAL)

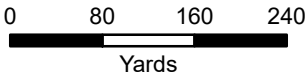
My Commission Expires





Legend

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



1 inch = 500 feet



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



| Mail | PPIN   | Parcel ID        | Name                                        | Address                         | City           | State | ZIP   |
|------|--------|------------------|---------------------------------------------|---------------------------------|----------------|-------|-------|
|      |        | 0809I-01-020.000 | BROAD AVENUE MEDICAL SPECIALISTS LLC(OWNER) | 111 W SCENIC DR                 | PASS CHRISTIAN | MS    | 39571 |
|      |        | 0809I-01-021.000 | BROAD AVENUE MEDICAL SPECIALISTS LLC(OWNER) | 111 W SCENIC DR                 | PASS CHRISTIAN | MS    | 39571 |
| Y    |        |                  | DONOVAN SCRUGGS(AGENT)                      | 317 PINE DR                     | OCEAN SPRINGS  | MS    | 39564 |
|      |        |                  | <b>Adjacent Property Owners(2304PC037)</b>  |                                 |                |       |       |
|      | 58294  | 0809I-01-019.000 | REGENCY OF MISSISSIPPI INC                  | 40 NORTH 4TH STREET             | CARBONDALE     | CO    | 81623 |
|      | 46200  | 0809J-01-001.000 | CREOSOTE ROAD LLC                           | 32 GREENBRIER DR                | GULFPORT       | MS    | 39507 |
|      | 117384 | 0809H-02-003.000 | W C FORE TRUCKING CO INC                    | 14270 CREOSOTE RD               | GULFPORT       | MS    | 39503 |
|      | 58084  | 0809I-01-021.000 | BROAD AVENUE MEDICAL SPECIALISTS LL         | 1110 BROAD AVE                  | GULFPORT       | MS    | 39503 |
| N    | 58295  | 0809I-01-020.000 | BROAD AVENUE MEDICAL SPECIALISTS LL         | 1110 BROAD AVE                  | GULFPORT       | MS    | 39503 |
|      | 87351  | 0809I-01-002.000 | CAVENHAM FOREST INDUSTRIES INC              | C/O ENVIRONMENTAL MGMT SRVS INC | HATTIESBURG    | MS    | 39404 |

**RE: Planning Commission Approval 2304PC037, by agent  
Donovan Scruggs, seeking approval for an indoor shooting range  
at Tax Parcels 0809I-01-020.000 & 0809I-01-021.000, 9506  
Creosote Road & 9524 Creosote Road, Zoned I-2(Heavy  
Industry), Ward 3**

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, April 27, 2023**, 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, April 27, 2023**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email [planners@gulfport-ms.gov](mailto:planners@gulfport-ms.gov). The application is available for viewing in the Planning Division office at 1410 24<sup>th</sup> Avenue.



# LEGAL NOTICE PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, April 27, 2023 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 2304PC030**, by owner Tracy M. McMurphy, seeking approval for a home-based online property management company at Tax Parcel 0708I-01-010.001, 16114 Orange Grove Rd, Zoned R-1-15 (Single Family), Ward 7

**Planning Commission Approval 2304PC031**, by agent Waseem Younis, seeking approval for a medical cannabis dispensary at Tax Parcel 1010H-02-019.000 2159 E Pass Road, Zoned B-2 (General Business) Ward 2

**Planning Commission Approval 2304PC033**, by agent Peter Vicari, seeking approval for a luxury RV resort at Tax Parcels 1010N-04-032.000, 10111C-01-013.000, 10111C-01-010.000, 10111C-01-011.145, 10111C-01-011.000, Zoned T4+ (General Urban Zone "Plus") Ward 2

**Planning Commission Approval 2304PC036**, by agent Stacey Barber, seeking approval for an use of car wash and storage facility at Tax Parcels 1008M-01-008.000, 1008M-01-007.000, 11236 Lorraine Road & 11268 Lorraine Rd, Zoned B-2 (General Business), Ward 6

**Planning Commission Approval 2304PC037**, by agent Donovan Scroggs, seeking approval for an indoor shooting range at Tax Parcels 0809I-01-020.000 & 0809I-01-021.000, 9506 Creosote Road & 9524 Creosote Road, Zoned I-2 (Heavy Industry), Ward 3

**Special Exception 2304SE038**, by agent Kenyetter Johnson, seeking approval for day care use at Tax Parcel 0808L-04-001.001, 15487 Oak Lane, Zoned B-4 (Highway Business) Ward 7

**Planning Commission Approval 2304PC039**, by agent Freddie Fountain, seeking approval for a reducing salon within a multi-tenant commercial building at Tax Parcel 0909D-02-006.000, 13334 Seaway Road, Zoned I-2 (Heavy Industry) Ward 5

**Planning Commission Approval 2304PC040**, by agent Tasheena Guldry, seeking approval for use of a car lot at Tax Parcel 0910I-02-003.000, 739 E Pass Road, Zoned T5 (Urban Center Zone), Ward 2

**Zoning Map Amendment 2301PC003**, by owner Advanced Contracting Services, Requests to rezone from B-2 (General business) to I-1 (Light Industry), Tax Parcel 0710M-01-053.003, 0 28th Street, Ward 1

**Zoning Text Amendment 2301PC008**, by City of Gulfport, Amendments to the Accessory Building Ordinance Sec. IV, Supplementary regulations. (2) Accessory building; to consider changes to limitations on size, height, setbacks, and number allowed.

**Final Plat 2303PC025**, by agent Freddie Fountain, Tax Parcel 0907J-01-001.101, seeking approval of Final Plat for 16 single-family residential lots (Plantation Oaks Subdivision) at 0 Three Rivers Road, Zoned R-B (Residential Business), Ward 6

**General Plan 2304PC034**, by agent Robert Riemann, seeking approval of a General Plan for a new 25 lot townhouse development, Tax Parcel 0809B-03-017.000, Zoned R-3 (Single Family), Ward 7

**Zoning Map Amendment 2304PC041**, by agent Robert Heinrich, Requesting to rezone Tax Parcels 0711K-04-037.006, 0711K-04-037.007, 0711K-04-037.008 & 0711K-04-037.009 from R-1-7.5 (Single Family) to R-2 (Single Family), 1415 Jo Ellen Cir, 1413 Jo Ellen Circle, 1411 Jo Ellen Cir, 1409 Jo Ellen Cir, Ward 1

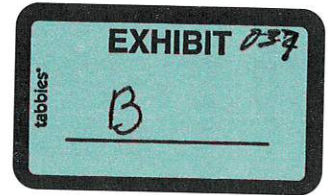
**Final Plat 2304PC042**, by owner River Pointe Estates, LLC, seeking approval of final plat for 7 Single-family lots (River Point Estates Subdivision) at 10550 O'Neal Road, Tax Parcels 1007O-01-028.000, 1007O-01-028.014, 1007O-01-028.012, 1007O-01-028.008, Zoned R-E (Residential Estate), Ward 6

This the 7th day of April 2023  
Keith Williams, Chairman  
City of Gulfport Planning Commission  
W00000000  
Publication Dates

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

# Historical Turkey Creek Homeowners Association

9415 Halsell Road - Gulfport, MS 39503



April 27, 2023

RE: Gulfport Planning Commission Hearing  
Case# 2304PC037: by agent Donovan Scruggs, seeking approval for an indoor shooting range at  
Tax Parcels 08091-01-021.000 & 08091-01-021.000, 9506 Creosote Road & 9524 Creosote Road  
Zoned I-2 (Heavy Industry), Ward 3

Attention: Gulfport City Planning Commission:

We, the Historical Turkey Creek Homeowners Association, request that you DENY the petition for the described in-door shooting range for the following reasons:

1. With the world-wide spread of gun violence, why put something like this near a community?
2. No resident, or nearby resident, was contacted concerning the potential of a nearby shooting range adjoining the community.
3. The potential location is too close to the residential area.
4. The potential of ammunition/bullets coming through walls, floors, and ceilings from the location, has the potential of coming into the community.
5. There are so many more areas where this kind of training facility can be put...would you want it in your community?
6. Potential high volume of explosive sounds and noises from the facility

Whenever this type of facility and training is accessible, it must take responsibility for its product...the person using and purchasing the guns. Even though this type of training should be used for its intended purpose (personal protection, hunting, recreation, etc.), the company has to be aware that it is possibly training the next "mass-killing" shooter.

We further request that a thorough investigation be made for use of the property, the building itself and the location.

- Years ago, a gas station was located at the very same location...have the underground gas barrels/containers been removed?
- Have there been any environmental impact studies for the area?

Again, the Historical Turkey Creek Community Homeowners Association request that the Planning Commission DENY the creation of an indoor shooting range at the 9506 Creosote Road & 9524 Creosote Road locations.

Thank you

A handwritten signature in blue ink that reads "Ethel B. Caldwell".

Ethel Caldwell

*The Historical Turkey Creek Community Association*



Date: May 5, 2023

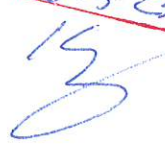
To: Mr. Greg Holmes, Urban Planning  
City of Gulfport, MS

Re: Appeal of Planning Commission Decision Case# 2304PC037: by agent Donovan Scruggs, seeking approval for an indoor shooting range at Tax Parcels 0809I-01-021.000 & 0809I-01-021.000, 9506 Creosote Road & 9524 Creosote Road Zoned I-2 (Heavy Industry), Ward 3

We, The Historical Turkey Creek Community Association would like to Appeal Case # 2304PC037 decision of Gulfport Planning Commission to the Gulfport City Council.

Thank you for your assistance.

Ethel Caldwell   
*The Historical Turkey Creek Community Association*

RECEIVED  
5-5-23  


CITY OF GULFPORT PLANNING COMMISSION

2304PC037

TRANSCRIPT OF HEARING

April 27, 2023

\*\*\*\*\*

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT  
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,  
GULFPORT, MISSISSIPPI, ON THE 27TH DAY OF APRIL 2023  
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  
CHARLIE HEWES  
HAROLD SPANN  
TIMOTHY DAIGLE, JR.  
DOUG HANCOCK  
CHRIS ROMANO  
BRYAN JACOBS  
VIRGINIA ADOLPH

STAFF PRESENT:

GREG HOLMES  
SU-LIN FEATHERSTON  
MATILDA WELCH  
LESLIE ERVIN

ALSO PRESENT:

HON. MARGARET MURDOCK, City Attorney



1 H1.5 Planning Commission Approval 2304PC037

2 MS. ERVIN: Planning Commission Approval  
3 2304PC037 has been duly and timely noticed as required by  
4 law. The applicant is seeking approval for an indoor  
5 shooting range at 9506 Creosote Road and 9524 Creosote Road,  
6 zoned I-2 heavy industry, Ward 3. A copy of the packet  
7 Exhibit A considered is hereby offered to the record.

8 MR. WILLIAMS: All right. Thank you.

9 Mr. Scruggs, you're going to speak on this  
10 one?

11 MR. SCRUGGS: Yes, sir, I plan to. And I  
12 think Mr. Virgil has established the time limit. Is that  
13 correct?

14 MR. WILLIAMS: I was going to ask you if you  
15 knew Mr. Gillespie, and I know that you do. So you know how  
16 much I respect your knowledge of planning, so I'm going to  
17 count on on you to tell us the important stuff.

18 MR. SCRUGGS: I've got a presentation on  
19 this, but we can put it up, but hopefully I'll pass out the  
20 presentation before you all so it may make it move a little  
21 quicker.

22 My name is Donovan Scruggs at 317 Pine Drive  
23 in Ocean Springs.

24 I'm here on behalf of a Broad Avenue medical  
25 specialist who owns the building here at 9506 Creosote Road.

1 It was before you back in October of last year when we  
2 rezoned this property from B-2 to I-2, and now the owners  
3 have decided to put an indoor firing range on that property.

4           If you're familiar with it, it's in an  
5 industrial area. You've got Bayou and Coast Concrete to the  
6 north which is loud and dusty, and we think will definitely  
7 will be more louder and dustier than anything that we would  
8 present on this property.

9           In fact, the property is also bordered to the  
10 east by Cavenham Industries which was the old creosote plant  
11 which actually provides about 74 acre buffer of this  
12 property. And on the south portion of that buffer is -- of  
13 that proeprty is also a large wooded area of about seven  
14 acres.

15           So the site is very isolated and away from  
16 any residential or any other uses that may be objectionable.

17           Go to about the third or fourth slide. One  
18 of the bigger things associated with indoor firing ranges is  
19 the ventilation. The owner plans to work with a state of  
20 the art industry carrying small arms range ventilation, to  
21 actually put in a system that will remove all of the odors  
22 and smoke associated with firing these firearms so that it  
23 will be very clean.

24           In fact, the other portion of the waiting  
25 area or where you come in and check in is going to be



1 isolated from the firing range, as well, so there will be no  
2 contaminates that come from the firing area into the general  
3 area.

4           We'll also work with a third party lead  
5 reclamation company that will take the bullets that have  
6 been fired off site for proper disposal or reuse.

7           The building is going to be significantly  
8 improved to include barriers that will prevent any kind of  
9 penetration of the walls so that will be a non-issue.

10           And this will also be reinforced so that  
11 there are no noises outside of the building. The building  
12 will basically soundproof.

13           The lanes will only be eight lanes. There  
14 will be a total of about 25 yards is what the length of  
15 these lanes will be. So there will be no high-powered  
16 rifles. It will be primarily handguns and lower caliber  
17 type of firearms.

18           The investment in this property will be about  
19 a million dollars. They are very expensive to construct,  
20 and this is largely because of the ventilation system.

21           The overall return sales tax to the city is  
22 expected to be at least \$100,000 per year, so we do see this  
23 as being a very good fit for the City of Gulfport. There's  
24 not one really in Gulfport or Biloxi, and we think this will  
25 be a great fit.

1 I could go on for 35 minutes about firearm  
2 sales and everything else like Virgil did with RVs, but I  
3 think we all know that here in the South, everybody likes  
4 their guns, and we need a place to shoot them.

5 So this is a great place to do it and a safe  
6 place to do it, and hopefully you'll approve our project.

7 I'll be happy to answer any questions you may  
8 have. But I've kind of got it quickly tonight, I'm sure.

9 MR. HEWES: I've got a couple of questions  
10 because there are some neighbors that are close and they  
11 might be concerned.

12 Do you know what roughly the operating hours  
13 the property will operate under or for traffic in and out  
14 amongst the neighborhoods?

15 MR. SCRUGGS: You know, I don't know if the  
16 hours have actually been set, Mr. Hewes. You know,  
17 typically it's, you know, eight o'clock, nine o'clock at  
18 night would be the latest it goes. It's not going to be an  
19 all night deal.

20 I do know that the majority of use will be on  
21 weekends, you know, when people have a chance to do it, and  
22 they can't do it typically during work unless they're law  
23 enforcement or something on those lines.

24 MR. HEWES: And you did state just so  
25 everybody hears that that is soundproof building so no one



1 will be hearing rounds going off outside of the building.

2 MR. SCRUGGS: That's correct, yes, sir.

3 MR. HEWES: And the other question I notice  
4 that there are going to be some firearm sales. I would  
5 presume there's going to be proper security to secure the  
6 firearms during open and closed business so they're not just  
7 out there for people to come in and steal or be a temptation  
8 for someone to come in.

9 MR. SCRUGGS: Most definitely. Firearms are  
10 expensive, and nobody wants to be safer more so than the  
11 actual owner of the firearm. So yes, they will be very  
12 safe.

13 MR. HEWES: Okay. Thank you.

14 MR. WILLIAMS: Good deal.

15 MS. ADOLPH: My primary concern is that noise  
16 factor being that you do have a daycare right down the  
17 street from you. And I see in your presentation, it says  
18 it's located in an area where uses are expected to make loud  
19 noises.

20 Well, with that being extra caution should be  
21 exercised in insulating that building because of those  
22 children that are located down the street.

23 MR. SCRUGGS: Yes, ma'am. I know the intent,  
24 the plan, the expense that's going in this building is to  
25 make sure that it is soundproof.

1           There's very few complaints anybody will have  
2 against a gun range. The only one they do have is noises,  
3 and we know that if we're bad neighbors we will definitely  
4 hear, and that's not something we want to be.

5           MS. ADOLPH: I just get a little nervous  
6 because I know I've taken my shooting class myself, and when  
7 I go to North Woolmarket School, and they're across the way  
8 shooting, yey, I might have to pull out something.

9           (Laughter.)

10          MR. WILLIAMS: All right.

11          Mr. Scruggs, when we rezoned it to I-2 last  
12 time, what was going in this when it was rezoned?

13          MR. SCRUGGS: I don't know that there was a  
14 use at that time. I just know that based on the proximity  
15 to other industrial uses that he was having a hard time  
16 marketing the property.

17          You know, this actually would go in a B-2 and  
18 an I-2 district. So it would actually fit either one. But  
19 this is a good fit, and I think everybody is happy with  
20 this.

21          MR. WILLIAMS: Okay. All right. Sounds  
22 good.

23          Any other questions?

24          All right. Pay attention because if  
25 something comes up we'll bring you back up.



1 MR. SCRUGGS: I'll be here.

2 MR. WILLIAMS: All right. Thanks.

3 Anyone else here to speak for this request?

4 Anyone here to speak against this request?

5 Yes, ma'am.

6 MS. CALDWELL: Good afternoon. Ethel  
7 Caldwell, Ethel B. Caldwell, 9415 Haskell Road, Turkey  
8 Creek. We call it Gulfport, but it's Turkey Creek.

9 We, the historical Turkey Creek Homeowners  
10 Association, request that you deny the petition for the  
11 described indoor shooting range for the following reasons.

12 One, with the worldwide spread of gun  
13 violence, why put something like this near a community?

14 Number two, no resident or nearby resident  
15 was contacted concerning the potential of a nearby shooting  
16 range adjoining the community.

17 Three, the potential location is too close to  
18 the residential area.

19 Three (sic), the potential of ammunition,  
20 bullets coming through walls, floors and ceilings from the  
21 location has potential of coming into the community.

22 Five, there are many more areas where this  
23 kind of training facility can be put. Would you want it in  
24 your community?

25 Six, potential high volumes of explosive

1 sounds and noises coming from the facility.

2           Whenever this type of facility and training  
3 is accessible, it must take the responsibility for its  
4 products. The person using and purchasing the guns, even  
5 though this type of training should be used for its intended  
6 purpose, personal protection, hunting, recreation, etcetera,  
7 the company has to be aware that it is possibly training the  
8 next mass killing shooter.

9           We further request that a full investigation  
10 be made for use of the property, the building itself, and  
11 the location.

12           Years ago, a gas station was located at the  
13 very same location. Have underground gas barrels,  
14 containers been removed?

15           Have there been any environment impact  
16 studies for the area?

17           Again, the Turkey Creek Community Homeowners  
18 Association requests that the planning commission deny the  
19 location of an indoor shooting range at the 9605 (sic)  
20 Creosote Road and the 9524 Creosote Road location.

21           Ethel B. Caldwell.

22           MR. WILLIAMS: Thank you. Appreciate it.

23           Anyone else here to speak against the  
24 request? Yes, sir.

25           MR. THOMPSON: B.F. Thompson, 94164 Rippey



1 Road, Turkey Creek.

2 I know that building well. I know who was in  
3 the building before this was planned. Medical supply  
4 company I think it was. There are houses within sight of  
5 that building, several houses in Turkey Creek.

6 I'm a former Marine and Army, love weapons.  
7 But when you bring weapons around, a bullet doesn't have an  
8 address. If you have a weapon that you are constantly  
9 coming in and out of a location with, really I'd rather you  
10 be a police officer.

11 That round goes off. You can't tell where  
12 it's going to go, whose kid it's going to hurt, whose family  
13 it's going to impact.

14 I wish that -- I would love to have a  
15 shooting range in Gulfport, but I wouldn't want it to be  
16 close to my house. I know you wouldn't, either.

17 This is a residential area. It's just down  
18 the street. Then the noises that impacts. Soundproof,  
19 maybe. If it's not, then that means that you hear that  
20 constantly in your living room, bedroom, until -- what? --  
21 eight, nine o'clock at night. Um, I don't think so.  
22 Wouldn't want it.

23 I think you guys need to reconsider it, look  
24 at the area where this is going, think about the dangers,  
25 hazards, noises, and then reconsider this.

1 I say no. No, I don't think you would want  
2 it in your back yard, either.

3 Thank you.

4 MR. WILLIAMS: All right. Thank you, sir.  
5 And thank you for your service.

6 Anyone else here to speak against the  
7 request?

8 All right. Commissioners, any questions of  
9 the applicant or staff? Or a motion, please.

10 MR. HANCOCK: I guess I've got a question.

11 MR. WILLIAMS: For Mr. Scruggs?

12 MR. HANCOCK: Well, it's really for the  
13 staff.

14 MR. WILLIAMS: Staff.

15 MR. HANCOCK: This is an industrial area.  
16 You've got concrete plants all around. I really have a hard  
17 time understanding how a gun range that had soundproof walls  
18 would really any additional noise.

19 But I guess the question for the staff is how  
20 close the residents are to this industrial area. It doesn't  
21 look like from the information we've got that it's very  
22 close. Is there -- anybody have a distance to the  
23 residents? The residents that they're talking about?

24 MR. DAIGLE: You see the one house on  
25 Creosote Road just south of that southern B-2 if you



1 continue down Creosote, looks like new construction right  
2 there just on the south side of it.

3 MR. HANCOCK: So if you go all the way down  
4 to the stop sign, that's Rippey, I think?

5 MS. FEATHERSTON: Yes.

6 MR. WILLIAMS: There are a couple of houses  
7 on that street before you get to that intersection.

8 MR. DAIGLE: Looks like one new construction  
9 there on the side there, just south of that B-2 development  
10 where the warehousing is.

11 MR. HOLMES: I can't give give you an exact  
12 distance, but there's no residents within 160 feet to the  
13 side.

14 MR. WILLIAMS: Okay. Good deal.

15 MR. HANCOCK: And it looks to me like it's a  
16 lot more than 160 -- 160 is the notification. It looks to  
17 me like it's a lot more than 160 feet if it's outside of the  
18 picture that we're looking at.

19 MR. WILLIAMS: Any other questions?

20 MR. HEWES: Just to comment on what Mr.  
21 Hancock said. If you look at it, it's surrounded by B-2 and  
22 I-2. And if you look at the top right corner of the  
23 proposed site, that's where it's going to be is even further  
24 away than -- it's on the far north side of the B-2 area so  
25 it's -- which is that L-shaped building to the south of it.

1 So it's pretty far away from residents from what I can tell.

2 MR. DAIGLE: I mean, I'm kind of with you. I  
3 do understand your concerns. I mean, it's almost like  
4 in the middle because, you know, I mean, you got Bayou  
5 Concrete, they crush concrete up there. I know because I  
6 buy it from them. And, I mean, that's pulverizing, smashing  
7 that stuff. So, you know, the noise part of it is kind of  
8 moot.

9 The having ammunition, I mean, it is kind of  
10 close to residential, so I see the concern there. It's  
11 tough.

12 MS. CALDWELL: Can I say something?

13 MR. WILLIAMS: No, ma'am. I'm sorry. I'm  
14 sorry.

15 Are you through, Mr. Daigle? I'm sorry.

16 MR. DAIGLE: Yes. Just airing it out.

17 MR. WILLIAMS: Any other questions or  
18 comments?

19 MR. HEWES: Just some of the concerns from  
20 what I know and I just ( ) to.

21 If you look at some of these questions, the  
22 potential of ammunition bullets coming through the floors  
23 and walls, there are more regulations in this than you can  
24 imagine, not only in arm putting the walls so thick, but  
25 also in the disbursement of the fumes that come off the



1 rounds that are fired.

2                   So that is not going to be an issue  
3 whatsoever.

4                   I know when I was in the National Guard, we  
5 builr -- there was a range built in our unit, and they had  
6 to close it down because it was not ventilated. So that was  
7 (        ).

8                   As far as putting one in your community, if  
9 it's run properly, I think it's a really good business. And  
10 where are people going to learn to fire arms properly and  
11 safely than at a coast gun range. And the explosive sounds  
12 and noises I think have already been addressed by Mr.  
13 Scruggs.

14                   So we can argue the gun violence spread all  
15 day long. As far as the residents contacted, I think Mr.  
16 Holmes said there's nobody within 160 feet and that's what  
17 the zoning or the code for city has to send out  
18 notifications to residents. So it wasn't that anybody  
19 slighted, it just did not meet the requirements and  
20 regulations of the city.

21                   That's just a look at a few of these things  
22 that we noted from Ms. Caldwell.

23                   MR. WILLIAMS: Thank you, Mr. Hewes.

24                   Any other questions or comments? Or can I  
25 get a motion, please?

1 MR. DAIGLE: I know we got to keep going. I  
2 mean, I work 100 feet from an outdoor shooting range that  
3 the cops and Air Force and Army guys train at, and it's loud  
4 and it's disturbing. But it's not anything unsafe. It's  
5 not anything that makes me fearful or scared of. An indoor  
6 firing range with all Mr. Scruggs proposed, I just don't see  
7 any reason that we shouldn't be moving this forward. So  
8 with that I'm going to make a motion that we approve Case  
9 Number 2304PC037 with the stated conditions.

10 MR. WILLIAMS: All right. We have a motion  
11 to approve. Do I have a second?

12 MR. HEWES: Second.

13 MR. WILLIAMS: Got a motion to approve and a  
14 proper second. Any further discussion?

15 MS. ADOLPH: I do understand Ms. Caldwell's  
16 concern in that of the historical society being that this is  
17 a historically African-American community and with the  
18 amount of crime and different forms of unrest that have  
19 transpired even being fearful, and that is an old community  
20 a community that is over -- should be over 100 years old.  
21 With that in mind, there are a lot of elderly people that  
22 live on Rippey Road, and I could see them being fearful.

23 And it is not that I am opposed to your  
24 initiative at all, sir, but in the interest of an old  
25 community that I will be voting against this.



1 MR. WILLIAMS: All right. Any other  
2 comments?

3 All right. We've got a motion on the floor  
4 to approve the request and it's properly seconded. All  
5 those in favor, signify by saying aye. Any opposed?

6 (Adolph opposed.)

7 MR. WILLIAMS: So one opposed. So seven to  
8 one. Okay. Thank you all. Appreciate it.

9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

1 BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2  
3 2304PC037  
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 16 pages  
12 constitute a true and correct transcription of said hearing  
13 held on the 27th day of April 2023.

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 17th day of May  
20 2023.  
21  
22

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



# MEMORANDUM

**To:** City of Gulfport Planning Commission

**From:** Su-Lin Featherston, Planning Administrator  
Urban Development Department

**Date of Hearing:** June 20, 2023

**Re:** Ordinance - requesting amendments to Comprehensive Zoning Ordinance, as amended, to amend Section III, (K), (2), to allow with Planning Commission approval, a medical dispensary use in a T4+, R-B zoning districts - Case # 2302PC016 - with Objection.

Zoning Text Amendment 2302PC016, by agent David P. Sullivan, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III (K) , (2) to allow, with Planning Commission Approval, a medical cannabis dispensary use in T4+ zoning districts.

## MEMORANDUM

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

**From:** Su-Lin Featherston, Planning Administrator  
Urban Development Department

**Date:** June 9, 2023

**Re:** Zoning Text Amendment 2302PC016, by agent David P. Sullivan, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III (K) , (2) to allow, with Planning Commission Approval, a medical cannabis dispensary use in T4+, R-B zoning districts.

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

**Motion:** Mr. Hewes

**Second:** Mr. Hancock

|                  |                      |
|------------------|----------------------|
| KEITH WILLIAMS   | – Chairman – Absent  |
| HAROLD SPANN     | – Absent             |
| VIRGINIA ADOLPH  | – Absent             |
| CHARLIE HEWES    | – Yea                |
| BJ SELLERS       | – Absent             |
| WM. PRINCE JONES | – Acting Chair - Yea |
| DOUG HANCOCK     | – Yea                |
| BRYAN JACOBS     | – Absent             |
| TIM DAIGLE JR    | – Yea                |
| GARLON PEMBERTON | – Nay                |
| CHRIS RAMANO     | – Yea                |

**Action:** Motion carried 5-1

**Speaking for the Petition:**

1. David Sullivan
2. Donovan Scruggs

**Speaking against the Petition:**

1. Tiffany Henderson
2. Dustin Liles
3. Neiani Bennett
4. Jo Tappan
5. Katherine Andre
6. William J McCown

On March 23, 2023, the Planning Commission recommended denial of the above referenced case.

**Please place the attached item on the Council agenda for June 20, 2023.**



# **Technical Report**

## ***ZONING TEXT AMENDMENT***

### ***GENERAL INFORMATION***

Case File Number: 2302PC016

Hearing Date: May 25, 2023

Legal: Zoning Text Amendment 2302PC016, by agent David P. Sullivan, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III (K), (2) to allow, with Planning Commission Approval, a medical cannabis dispensary use in T4+ zoning districts.

### ***TECHNICAL DETAILS***

The applicant requests to amend the text to the zoning ordinance to allow for the expansion of medical cannabis dispensaries into new zoning districts. Specifically, the applicant would like to remove the T4+ Transect zone limitation in the existing ordinance, thereby allowing the “hybrid” code area access by the dispensaries with Planning Commission approval.

### ***EXECUTIVE SUMMARY***

Initial conversations about the new medical cannabis laws included taking a more conservative approach to these before allowing them throughout the city. As a dispensary has not yet opened in Gulfport, it is difficult to determine the affect this use will have on the surrounding properties under the current city and state guidelines.

Should there be bas results, changing the rules and then changing them back again is problematic. The non-conforming rules are not quick when it comes to eliminating uses that are causing distress.

### ***DIRECTOR APPROVAL***

This report has been reviewed and approved by:



Greg Holmes

Director of Urban Development Department



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

## APPLICATION FOR ZONING TEXT AMENDMENT

For Staff Use Only

Case File #: 2302PC016  
Date Received: 1-4-2023  
Receipt #: \_\_\_\_\_  
Received By: ALB  
Zoning: T4+  
Ward: 2 Flood: X

**GENERAL DESCRIPTION OF REQUEST:** (If necessary, attach a separate sheet of paper detailing the purpose of the request.)

AMEND ORDINANCE 3130 TO ALLOW RETAIL  
AND WHOLESALE TRADE OF MEDICAL  
CANNABIS IN T4+ ZONE BY PERMISSION.

### 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

RONALD DAVID BROWN

Printed Name Of Owner

4200 BURGUNDY ST.

Mailing Address

NEW ORLEANS, LA 70117

City

State

Zip code

(504) 250-1998 (601) 228-1434

Home Phone

Work/Cell Phone

david@consulting@gmail.com

Email

R. David Brown

Signature Of Owner

AGENT

DAVID P. SULLIVAN, ESQ.

Printed Name Of Agent

P.O. Box 777

Mailing Address

GULFPORT, MS 39502

City

State

Zip code

(228) 547-3533

Home Phone

Work/Cell Phone

david@davidpsullivanlaw.com

Email

David P. Sullivan

Signature Of Agent

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



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



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) LEAH SIMON

ADDRESS (STREET, CITY, STATE, ZIP CODE) 4206 BURGUNDY ST., NEW ORLEANS, LA  
20117

PHONE # (H) (310) 600-5324 (W) (310) 600-5324

TAX PARCEL NUMBER(S) OWNED 0811L-04-122.000

SIGNATURE: Leah Simon

NAME OF OWNER (PRINT) NICHOLAS SHAY

ADDRESS (STREET, CITY, STATE, ZIP CODE) 337 BROOKLYN AVE, NEW ORLEANS, LA  
70114

PHONE # (H) (504) 909-8801 (W) (504) 909-8801

TAX PARCEL NUMBER(S) OWNED 0811L-04-122.000

SIGNATURE: [Signature]

NAME OF OWNER (PRINT) CARLOS GAUTREAUX

ADDRESS (STREET, CITY, STATE, ZIP CODE) 3606 LA SALLE, SAN ANTONIO, TX 78218

PHONE # (H) (210) 249-8001 (W) (210) 249-8001

TAX PARCEL NUMBER(S) OWNED 0811L-04-122.000

SIGNATURE: Carlos Gauteaux

(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: DAVID P. SULLIVAN [Signature]

The Law Offices of  
**DAVID P. SULLIVAN**

A Professional Limited Liability Company

The Toggery Building  
2501 14<sup>th</sup> Street, Suite 212  
Gulfport, MS 39501

Mailing Address:  
Post Office Box 777  
Gulfport, MS 39502

Telephone: (228) 547-3533  
Facsimile: (228) 233-3329  
Email: david@davidpsullivanlaw.com  
Web: davidpsullivanlaw.com

**AUTHORITY TO ACT AS AGENT**

Southern Roots Therapeutics of Mississippi d/b/a Roots Remedy (SRT-MS) hereby authorizes David P. Sullivan, Esq. and the Law Offices of David P. Sullivan, PLLC, to represent them and act as Agent in connection with all specifically matters pertaining to SRT-MS's Zoning Text Amendment before the City of Gulfport, Gulfport Planning Commission and Gulfport City Council.

This agreement is executed by me, the undersigned client, on this 3<sup>rd</sup> day of January, 2023.



R. David Brown, MNS, JD  
Southern Roots Therapeutics of MS  
d/b/a Roots Remedy

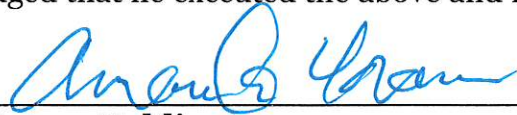
This agreement is hereby accepted on this 3<sup>rd</sup> day of January, 2023.



David P. Sullivan, Esq.

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 3<sup>rd</sup> day of January, 2023 within my jurisdiction, the within named R. DAVID BROWN who acknowledged that he executed the above and foregoing Authority to Act as Agent.



Notary Public

My Commission Expires:





**Tax parcel #0811L-04-122.000**  
**Lots 1 - 7, Block 194**  
**Original Gulfport**  
**Parcel one & Parcel two**  
**1301 31st venue, Gulfport, MS 39501**

**GENERAL DESCRIPTION OF REQUEST:**

Ordinance 3130: Amend Ordinance 3130 to allow retail and wholesale trade of medical *Cannabis* in T4+ zones by Permission.

Section 1: Medical Cannabis Establishment definition - Regarding the last sentence of this definition beginning, "The symbol plus-minus (" ± ")..." and ending "...constituting a medical cannabis establishment", we seek to remove T4+ from the existing definition and thereby allow a medical *Cannabis* dispensary to locate in T4+ zones by (P)ermission rather than by (R)ight.

Section 3: Within the Chart of Permitted Uses at "Retail Wholesale Trade - We seek to remove T4+ zones from the penumbra of properties otherwise captured by the legend entry stating, "± = T zones removed (see definitions)".

**Section F. Reason for Text Amendment Request**

**3. Increase in need for sites**

Increased needs for business sites, in addition to sites that are available, make it necessary and desirable to reclassify an area or to extend the boundaries of an existing district. As owners of a property that we purchased during a time when both municipal guidance was lacking or nonexistent in Gulfport and properties that would even comply with the stringent state requirements of SB 2095 or the Mississippi Medical Cannabis Act and its 1,000 foot setback restrictions, we had extremely few options. Based on information available at the time, we purchased a building that met state requirements and which also allowed for a vast array of commercial applications including that which most closely paralleled the business for which we intended to lease our property. Since apothecaries are permissible by right in T4+ zones, it was within this zone that we took the most comfort in believing we had chosen the correct property to own and then lease as a medical *Cannabis* dispensary. Further, the property at 1301 31st Avenue is situated squarely within an existing medical hub.

There are simply too few locations available to serve the patients of Gulfport that also comport with existing restrictions memorialized in Ordinance 3130. Noteworthy is the Gulfport City Attorney's comment of May 3, 2022 that, "You can have 500 dispensaries in the City of Gulfport...It could be as many as fits in the City under the zoning restrictions if they're adopted by the Council. So there's no restrictions on the number of businesses." While that may be true in the most general sense, it is not a practical reality observed by businessmen and women seeking to comply with the rigorous restrictions of controlling state law and do business in the state within the medical *Cannabis* space. In fact, earlier that same day during deliberations by the Council, Mr. Bruni stated on the record, "[W]e can always come back and amend this regulation at a later time" and based on the need of the both the business community and the patients of our City, this is

exactly what we seek to do. We are trying to amend the hastily adopted regulations on medical *Cannabis* in the most carefully tailored and surgically careful way possible so as to preserve the character of our City without inconveniencing our most needy citizens.

We believe that removing T4+ zones from the prohibitions of Ordinance 3130 will accomplish both the sound policy goal of making this new medicine accessible to our people and also bring our local law into parity with controlling state law. While it is true that under the state's Medical *Cannabis* Act (MCA) municipalities are free to enact reasonable time, place, and manner restrictions on medical *Cannabis* establishments, the text of the Act and, in fact, a state Attorney General's subsequent opinion interpreting these provisions has held that any such ordinances "[C]annot have the purpose or effect of prohibiting or making impracticable the operation of such establishments within the City." Attorney General Fitch went on to state in her formal opinion on this subject that a, "[M]unicipality's 'limited regulatory power' under the MCA allows the city to designate specific types of commercial zones or zones in which commercial use is otherwise authorized or not prohibited, as long as doing so does not have the purpose or effect of prohibiting or making impracticable the operation of such establishments within the city." Source: Attorney General Lynn Fitch's formal opinion of April 15, 2022. As it stands, the controlling ordinance in Gulfport does have the purpose or effect of, at the very least, making impractical the operation of a medical *Cannabis* dispensary within its city limits.

**G. Written statements requesting an amendment to the Comprehensive Zoning Ordinance of SmartCode Ordinance:**

1. Interest

Applicant Name: Ronald David Brown

Address: 4200 Burgundy St., New Orleans, LA 70117

Corporation Represented: on behalf of SRT Holdings, LLC, 301 Main Street, Suite 2200, Baton Rouge, Louisiana 70825

Interest: SRT Holdings, LLC seeks to lease to Southern Roots Therapeutics of Mississippi, Inc. the property at 1301 31st venue, Gulfport, MS 39501 to operate as a licensed Medical Cannabis Dispensary currently located within a T4+ zone and as part of an existing medical services hub (the company in question is currently as state licensed entity in good standing and approved to operate a medical *Cannabis* dispensary at this location)

2. Condition for Change

#3: Increase in need for sites and in response to a historical change in the character of this downtown commercial property

3. Development Schedule

Building renovations have been delayed for months now due to efforts before the Gulfport Planning Commission and City Council, but assuming successful completion of this application and amendment, build-out is expected to require 2 to 3 months; expected business opening date is either at the end of Q2 or beginning of Q3 in 2023.



#### 4. Effects of Amendment

##### Nature of proposed amendment:

This amendment brings the City of Gulfport into alignment with Mississippi Senate Bill 2095 or the MS Medical Cannabis Act. Section 19: Local Ordinances, which restrict municipalities from making dispensary operation "impracticable."

"(2) No municipality or county may prohibit dispensaries either expressly or through the enactment of ordinances or regulations that make their operation impracticable in the jurisdiction."

##### Description of proposed amendment:

By allowing Medical Cannabis Dispensaries to operate in the same zones as Apothecaries (limited in this instance to T4+), the City of Gulfport is sufficiently limiting the location to appropriate retail and wholesale trade zones and if by (P)ermission only, as requested, within an existing medical corridor. This classification of permitted uses is reasonable given that a Medical Cannabis Dispensary, per SB 2095, is essentially an Apothecary given that it is only allowed to sell medicine and medical supplies to eligible patients who have received recommendations from a qualifying physician.

##### Effect of proposed amendment:

By allowing Medical Cannabis Dispensaries to operate in T4+ zones, as Apothecaries do, the City of Gulfport will remain consistent with the stated intention of the Comprehensive Zoning and SmartCode Ordinances, "to carry out the object of sound, stable and desirable environment." Medical Cannabis Dispensaries licensed by the state Department of Revenue will undergo extensive ongoing operational scrutiny and compliance requirements. They will specifically serve patients who have received recommendations from their own qualifying physicians to purchase pharmaceutical grade state legal *Cannabis* medicine.

This proposed amendment will serve the citizens of Gulfport by bringing investment and additional tax revenue to the area, it will honor the 82.7% of Harrison County voters who supported the implementation of a medical Cannabis program in our state, and it will support effective and compassionate treatments for patients who are suffering from debilitating medical conditions.

# LEGEND

|                                            |       |
|--------------------------------------------|-------|
| FOUND PROPERTY CORNER (AS NOTED)           | ○     |
| SET 3/4" IRON ROD (UNLESS NOTED OTHERWISE) | ●     |
| EXISTING POWER POLE                        | ⊗     |
| EXISTING GUY ANCHOR                        | —     |
| EXISTING ELECTRIC PEDESTAL                 | ⊠     |
| EXISTING AIR CONDITIONER                   | ⊠     |
| EXISTING GAS METER                         | ⊠     |
| EXISTING TELEPHONE PEDESTAL                | ⊠     |
| EXISTING CHAM LINK LINE                    | —     |
| EXISTING SEWER CLEANOUT                    | ○     |
| EXISTING AREA INLET CATCH BASIN            | ⊠     |
| EXISTING WATER VALVE                       | ⊠     |
| EXISTING DRAINAGE MANHOLE                  | ⊠     |
| EXISTING SUBSURFACE DRAINAGE               | ===== |



SCALE: 1" = 30'  
SCALE IN FEET



## PLAT SHOWING RESUBDIVISION SURVEY OF LOTS 1-7, BLOCK 194 ORIGINAL GULFPORT

INTO  
**PARCEL ONE & PARCEL TWO**  
(PLAT BOOK 11, PAGE 9)  
#1301 31ST AVENUE  
TAX PARCEL #0811L-04-122.000  
CITY OF GULFPORT,  
FIRST JUDICIAL DISTRICT OF  
HARRISON COUNTY, MISSISSIPPI

1st JUDICIAL DISTRICT  
Instrument 2022-0029705-D-11  
Filed/Recorded 12/14/2022 11:51:01 AM  
Total Fees \$6.00  
4 pages Recorded



### CERTIFICATION:

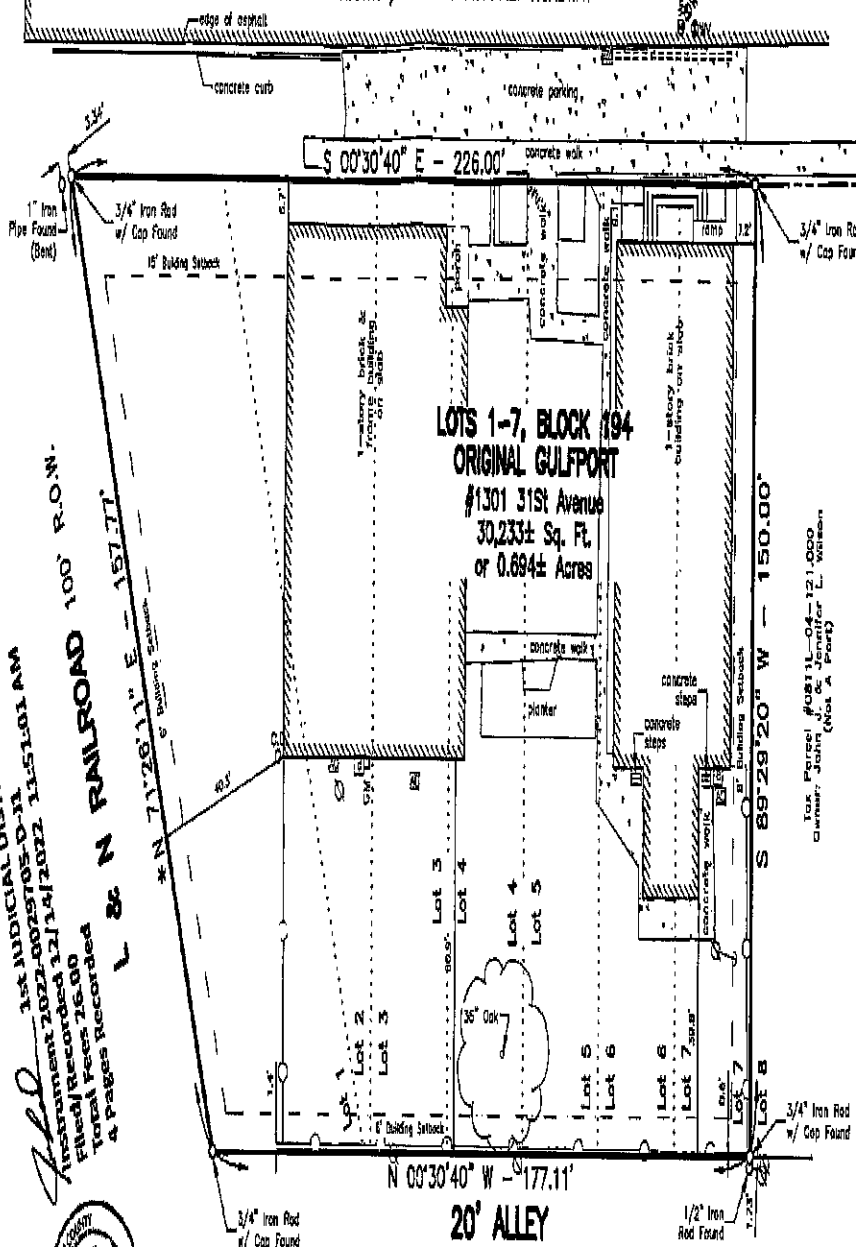
This is to certify to SRT Holdings, LLC that this survey was done by me or under my direct supervision and control, that the survey was done on the ground and was done in accordance with the 1995 Minimum Standards of Practice for Land Surveyors as set forth by the State of Mississippi, Board of Land Surveyors, Professional Engineers and Surveyors and that the accuracy specification and positional tolerances are in accordance with Class "C" surveys indicated in the above standards. I also certify there are no visible encroachments across any property lines except as shown.

Wayne M. Vico, Jr., P.S.

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

## 31ST AVENUE

80' R.O.W. / PUBLIC ASPHALT ROADWAY



Tax Parcel #0811L-04-121.000  
Owner: John J. & Jennifer L. Wilson  
(Not A Part)

### NOTES:

- No attempt has been made by Cassidy-Acadia Land Surveying, LLC, to verify title, actual legal ownership, deed restrictions, servitudes, easements, dikes, right-of-ways or other burdens on the property, other than that furnished by the client or his representative. There is no representation that all applicable servitudes and restrictions are shown hereon. The surveyor has made no title search or public record search in compiling the data for this survey.
- The words "Certify," "Certifies" or "Certification" as used herein is understood to be an expression of professional opinion by the surveyor, based upon his best knowledge, information, and belief, as such, it does not constitute a guarantee nor a warranty, expressed or implied.
- Reference Maps:  
A) Boundary and Topographic Survey of Lots 1-7, Block 194, ORIGINAL GULFPORT by Michael P. Blanchard, dated March 25, 2021.
- The bearings shown hereon are based on the "Mississippi State Plane Coordinate System - East Zone - NAD 83" using GPS G300-RTN System accessed on July 13, 2022.  
(\*) Represents the Basis of Bearings. Distances shown are U.S. Survey feet.
- This lot is located in Flood Zone "AE(14)" Area c/per FEMA Map Community Panel Number 28047002660 for Harrison County, Mississippi dated December 21, 2017. Base Flood Elevation is subject to change and should be verified with the local authority's Flood Plain Administrator before any design or construction.
- Water and sewer services provided to subject property by City of Gulfport Public Works.

SHEET 1 OF 4



**CASSADY-ACADIA**

LAND SURVEYING, LLC Since 1947

Louisiana • Mississippi • Texas • Alabama  
1714 22nd Avenue, Gulfport, Mississippi 39501  
Phone • (228)866-7165 Fax • (228)866-8405  
Email • Survey@cassidy-acadia.com

FIELD WORK COMPLETED ON: July 28, 2022

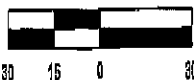


# LEGEND

|                                            |     |
|--------------------------------------------|-----|
| FOUND PROPERTY CORNER (AS NOTED)           | ○   |
| SET 3/4" IRON ROD (UNLESS NOTED OTHERWISE) | ●   |
| EXISTING POWER POLE                        | ⊗   |
| EXISTING GUY ANCHOR                        | →   |
| EXISTING ELECTRIC PEDESTAL                 | ⊠   |
| EXISTING AIR CONDITIONER                   | ⊞   |
| EXISTING GAS METER                         | ⊞   |
| EXISTING TELEPHONE PEDESTAL                | ⊠   |
| EXISTING CHAIN LINK FENCE                  | —○— |
| EXISTING SEWER CLEANOUT                    | ⊙   |
| EXISTING AREA INLET CATCH BASIN            | ⊞   |
| EXISTING WATER VALVE                       | ⊞   |
| EXISTING DRAINAGE MANHOLE                  | ⊞   |
| EXISTING SUBSURFACE DRAINAGE               | --- |

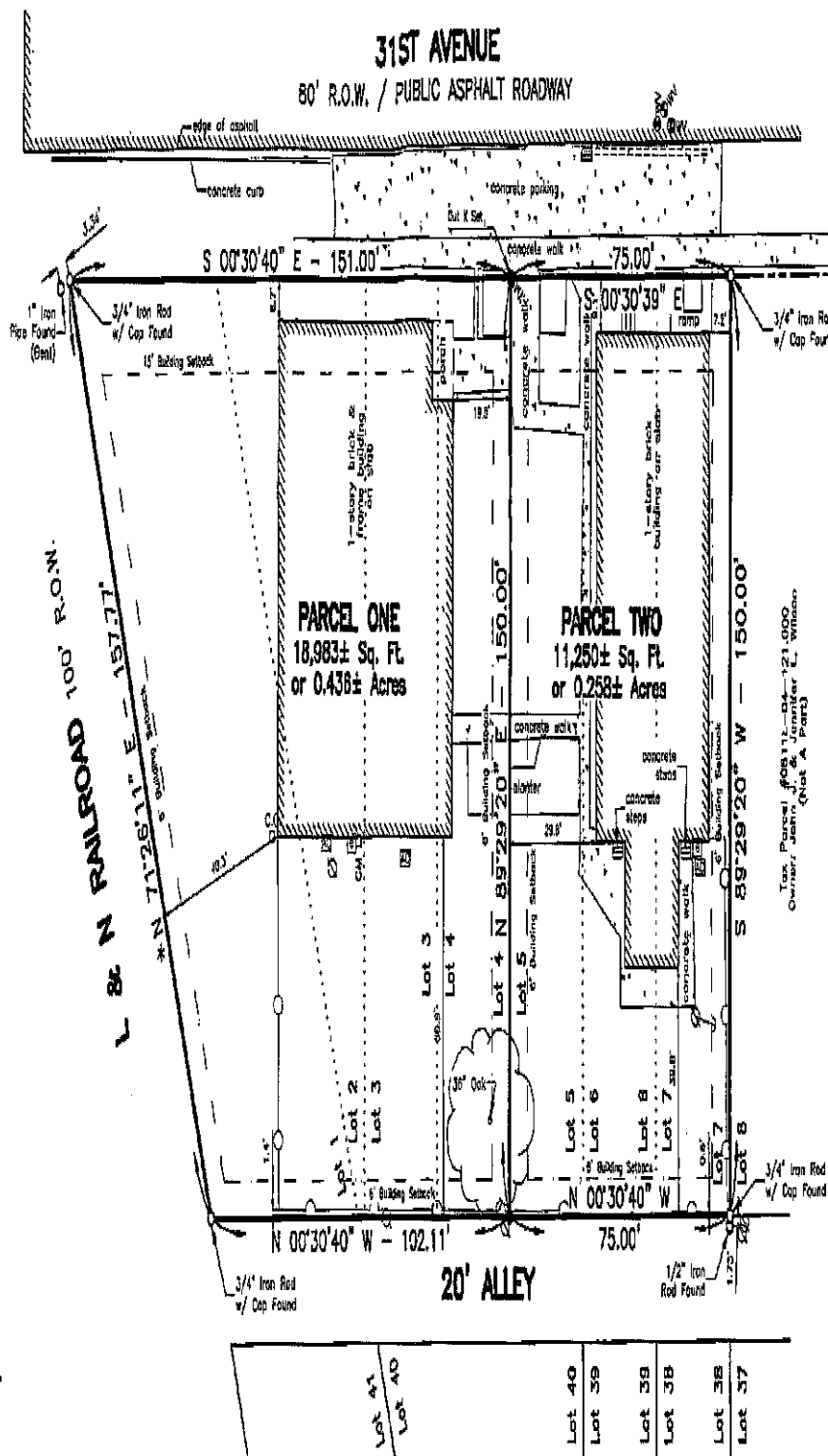


SCALE: 1" = 30'  
SCALE IN FEET



## PLAT SHOWING RESUBDIVISION SURVEY OF LOTS 1-7, BLOCK 194 ORIGINAL GULFPORT INTO

**PARCEL ONE & PARCEL TWO**  
(PLAT BOOK 11, PAGE 9)  
#1301 31ST AVENUE  
TAX PARCEL #0811L-04-122.000  
CITY OF GULFPORT,  
FIRST JUDICIAL DISTRICT OF  
HARRISON COUNTY, MISSISSIPPI



### NOTES:

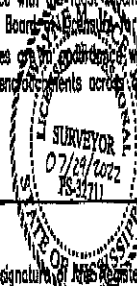
- No attempt has been made by Cassidy-Acadia Land Surveying, LLC to verify title, actual legal ownership, deed restrictions, servitudes, easements, alleys, right-of-ways or other burdens on the property, other than that furnished by the client or his representative. There is no representation that all applicable servitudes and restrictions are shown hereon. The surveyor has made no title search or public record search in compiling the data for this survey.
- The words "Certify," "Certifies" or "Certification" as used herein is understood to be an expression of professional opinion by the surveyor, based upon his best knowledge, information, and belief, as such, it does not constitute a guarantee nor a warranty, expressed or implied.
- Reference Maps:  
A) Boundary and Topographic Survey of Lots 1-7, Block 194, ORIGINAL GULFPORT by Michael P. Blanchard, dated March 25, 2021.
- The bearings shown hereon are based on the Mississippi State Plane Coordinate System - East Zone - NAD 83 using GCS-RTN System accessed on July 13, 2022.  
(\*) Represents the Basis of Bearings. Distances shown are U.S. Survey feet.
- This lot is located in Flood Zone "AE(14)" Area of/par FEMA Map Community Panel Number 28047C02660 for Harrison County, Mississippi dated December 21, 2017. Base Flood Elevation is subject to change and should be verified with the local authority's Flood Plain Administrator before any design or construction.
- Water and sewer services provided to subject property by City of Gulfport Public Works.

### CERTIFICATION:

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

*Wayne M. Vice, Jr., PS*  
Wayne M. Vice, Jr., PS

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



Reg. No. 32711

## SHEET 2 OF 4

**CASSADY-ACADIA**  
LAND SURVEYING, LLC Since 1947  
Louisiana • Mississippi • Texas • Alabama  
1714 22nd Avenue, Gulfport, Mississippi 39501  
Phone • (228)898-7155 Fax • (228)898-8405  
Email • Survey@Cassady-Acadia.com

FIELD WORK COMPLETED ON: July 28, 2022

#### CERTIFICATE OF RESUBDIVISION

In accordance with Section 9-4B of the Code of Ordinances (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 "Lots 1-7", into Two New Parcels (Parcel One & Parcel Two). The subject property is generally described as being located south of 31st Avenue. The ad valorem tax parcel number of the subject property is 0811L-04-122.000, (Instrument No. 2020-0013657-D-J1). The Case File Number is 22.09 PC.172.

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

TAX PARCEL #0811L-04-122.000

INSTRUMENT NO. 2020-0013657-D-J1:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), and Seven (7) in Block 194, ORIGINAL GULFPORT, less any portion thereof lying in the public right-of-way, as per the official map of plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, reference to which is hereby made in aid of and as a part of this description.

#### LEGAL DESCRIPTIONS OF THE PARCELS CREATED BY THIS RESUBDIVISION:

##### LEGAL DESCRIPTION OF PARCEL ONE: AS PER SURVEY

Lots One (1), Two (2), Three (3), and Four (4) in Block 194, ORIGINAL GULFPORT, less any portion thereof lying in the public right-of-way, as per the official map of plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, reference to which is hereby made in aid of and as a part of this description.

##### LEGAL DESCRIPTION OF PARCEL ONE: AS PER SURVEY

Lots Five (5), Six (6), and Seven (7) in Block 194, ORIGINAL GULFPORT, less any portion thereof lying in the public right-of-way, as per the official map of plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, reference to which is hereby made in aid of and as a part of this description.

**PLAT SHOWING  
RESUBDIVISION SURVEY  
OF  
LOTS 1-7, BLOCK 194  
ORIGINAL GULFPORT  
INTO  
PARCEL ONE & PARCEL TWO  
(PLAT BOOK 11, PAGE 9)  
#1301 31ST AVENUE  
TAX PARCEL #0811L-04-122.000  
CITY OF GULFPORT,  
FIRST JUDICIAL DISTRICT OF  
HARRISON COUNTY, MISSISSIPPI**

**SHEET 3 OF 4**

 **CASSADY-ACADIA**  
LAND SURVEYING, LLC Since 1984  
Louisiana • Mississippi • Texas • Alabama  
1714 22nd Avenue, Gulfport, Mississippi 39501  
Phone • (228)896-7155 Fax • (228)896-8405  
Email • Survey@cassady-acadia.com

FIELD WORK COMPLETED ON: July 28, 2022



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

Ratified and Approved by:

[Signature]  
(Signature)

By: Carlos Gautreaux, SRT Holdings, LLC

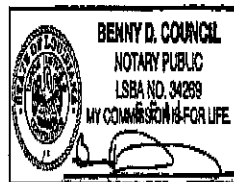
This 1<sup>st</sup> day of Sept, 2022.

#### ACKNOWLEDGE

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

[Signature]  
NOTARY PUBLIC

My Commission Expires: LKZ



#### PLANNING COMMISSION

Submitted to and approved by the Gulfport City Planning Commission on the 22<sup>nd</sup> day of September, 2022.

[Signature]  
Gulfport City Planning Commission  
Keith Williams

[Signature]  
Planning Division Administrator  
Gregory Holmes

#### APPROVAL

Submitted to and approved by the City of Gulfport, City Council, at the regular meeting of said Council held on the 8<sup>th</sup> day of November, 2022.

#### ATTEST:

[Signature]  
CLERK OF COUNCIL  
Brittany Rodgers

#### ADOPT:

[Signature]  
PRESIDENT OF COUNCIL  
F. B. "Rusty" Walker, IV

This resubdivision plat and Certificate of Resubdivision, having been submitted and approved by the Mayor, this 9<sup>th</sup> day of November, 2022.

[Signature]  
BILLY FEWES, MAYOR



PLAT SHOWING  
RESUBDIVISION SURVEY  
OF  
LOTS 1-7, BLOCK 194  
ORIGINAL GULFPORT  
INTO  
PARCEL ONE & PARCEL TWO  
(PLAT BOOK 11, PAGE 9)  
#1301 31ST AVENUE  
TAX PARCEL #0811L-04-122.000  
CITY OF GULFPORT,  
FIRST JUDICIAL DISTRICT OF  
HARRISON COUNTY, MISSISSIPPI

SHEET 4 OF 4

**CASSADY-ACADIA**  
LAND SURVEYING, LLC Since 1947  
Louisiana • Mississippi • Texas • Alabama  
1714 22nd Avenue, Gulfport, Mississippi 39501  
Phone • (228)896-7155 Fax • (228)896-8406  
Email • [Surveys@Cassady-Acadia.com](mailto:Surveys@Cassady-Acadia.com)

FIELD WORK COMPLETED ON: July 28, 2022



1st JUDICIAL DISTRICT  
INSTRUMENT 2022-0014935-D-J1  
FILED/RECORDED 6/17/2022 8:19:01 AM  
TOTAL FEES \$26.00  
4 PAGES RECORDED

PREPARED BY AND RETURN TO:  
Brad D. Wilkinson Esq. (MS Bar # 10285)  
511 Keywood Circle, Flowood, MS 39232  
Phone 601-355-0005  
File # 2022-1938

INDEX: LOTS 1 - 7 BLOCK 194  
ORIGINAL GULFPORT  
HARRISON COUNTY, MS 1<sup>ST</sup> J.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 are hereby acknowledged, the undersigned

**GRANTOR**  
**THE VESTRY, LLC**  
1301 31st Avenue, Gulfport, MS 39501  
Ph. 228-239-0115

*DOES HEREBY GRANT, BARGAIN, SELL, CONVEY AND WARRANT SPECIALLY TO*

**GRANTEE**  
**SRT HOLDINGS, LLC**  
301 Main Street, Suite 2200, Baton Rouge, LA 70825  
Phone No.: (225) 224-6845

all of their right, title and interest in and to the following described land and property situated in Harrison County, State of Mississippi, to-wit:

**SEE ATTACHED EXHIBIT A**

Subject to easements, restrictions, covenants, agreements, and mineral exceptions, if any, of record.

It is understood and agreed that taxes for the current year have been prorated as of this date on an estimated basis and when said taxes are actually determined, if the proration is incorrect, then the Grantor agrees to pay to the Grantee any deficit on an actual proration and, likewise, the Grantee agrees to pay to the Grantor any amount overpaid by it.



WITNESS THE SIGNATURE OF THE GRANTOR, this 8<sup>th</sup> day of June, 2022.

**GRANTOR: THE VESTRY, LLC**  
a Mississippi limited liability company

By: John Jason Wilson Member  
John Jason Wilson, Member

STATE OF Nevada

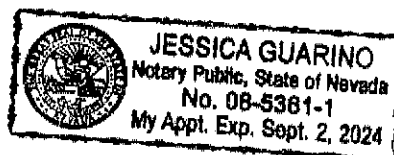
COUNTY OF CLARK

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8<sup>th</sup> day of June, 2022, within my jurisdiction, the within named John Jason Wilson, Member, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Jessica Guarino  
NOTARY PUBLIC

My Commission Expires:

9/2/2024



WITNESS THE SIGNATURE OF THE GRANTOR, this 8<sup>th</sup> day of June, 2022.

**GRANTOR: THE VESTRY, LLC**  
a Mississippi limited liability company

By: Jennifer L. Wilson, Manager Member  
Jennifer L. Wilson, Manager Member

STATE OF Nevada

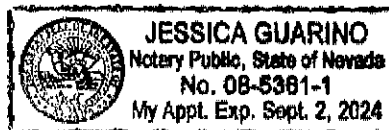
COUNTY OF Clark

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8<sup>th</sup> day of June, 2022, within my jurisdiction, the within named Jennifer L. Wilson, Manager Member who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Jessica Guarino  
NOTARY PUBLIC

My Commission Expires:

9/2/2024





**EXHIBIT "A"**

LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), AND SEVEN (7), IN BLOCK 194, ORIGINAL GULFPORT, LESS ANY PORTION THEREOF LYING IN THE PUBLIC RIGHT-OF-WAY, AS PER THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, REFERENCE TO WHICH IS HEREBY MADE IN AID OF AND AS A PART OF THIS DESCRIPTION.



DEPARTMENT OF  
URBAN DEVELOPMENT  
PLANNING DIVISION

March 24, 2023

Nicholas M Shay  
337 Brooklyn Ave.  
New Orleans, LA 70121

Leah Simon  
4200 Burgundy St  
New Orleans, LA 78218

Ronald David Brown  
4200 Burgundy St  
New Orleans, LA 70117

Carlos Gautreaux  
3606 La Sabre Dr.  
San Antonio, TX 78218

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

Wm. H. Hardy Building  
1410 24<sup>th</sup> Avenue  
Gulfport, MS 39501

**RE: Zoning Text Amendment 2302PC016, by agent David P. Sullivan, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III (K) , (2) to allow, with Planning Commission Approval, a medical cannabis dispensary use in T4+, R-B zoning districts.**

To Whom It May Concern:

This letter will officially notify you, at the Public Hearing on **Thursday, March 23, 2023**, the Gulfport City Planning Commission recommended **denial** of the request.

This case will now be forwarded to the Gulfport City Council for final consideration and decision. You will be notified by mail of the time, date and place of the City Council Meeting.

Any interested party that may feel aggrieved by the Planning Commission recommendation is entitled to have their objection considered by filing a written notice of objection on or before fifteen (15) days after the date of the Planning Commission hearing. The objection and reasons for objecting to the recommended decision should be stated in writing and filed with the Department of Urban Development-Planning Division. This objection shall be forwarded as part of the record with the record and recommendation from the Planning Commission to the Mayor and City Council. The City Council shall make a final decision based upon the record as submitted. No new evidence may be presented at the meeting.

If you have any questions, please contact this office.

Sincerely,  
City of Gulfport Planning Division



**THANK YOU for your legal submission!**

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

**ORDER DETAILS****Order Number:**

IPL0121599

**Order Status:**

Submitted

**Classification:**

Legals &amp; Public Notices

**Package:**

BLX - Legal Ads

**Final Cost:**

98.32

**Payment Type:**

Account Billed

**User ID:**

IPL0024925

**PREVIEW FOR AD NUMBER IPL01215990****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**

May 4, 2023 4:27:00 PM EDT

**Amount:**

98.32

**SCHEDULE FOR AD NUMBER IPL01215990**

May 10, 2023

SunHerald (Biloxi)

**LEGAL NOTICE  
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, May 25, 2023 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

**Zoning Text Amendment 2302PC016**, by agent David P. Sullivan, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III (K) , (2) to allow, with Planning Commission Approval, a medical cannabis dispensary use in T4+ zoning districts.

**Special Exception 2304SE038**, by agent Kenyetter Johnson, seeking approval for day care use at Tax Parcel 0808L-04-001.001, 15487 Oak Lane, Zoned B-4 (Highway Business) Ward 7

**Zoning Map Amendment 2305PC046**, by owner Gregory Smith, requesting to rezone Tax Parcel 1011D-01-007.000 from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 1123 Ocean View Dr, Ward 2

**Planning Commission Approval 2305PC047**, by owner Lisa Aronson, requests approval for a mobile home on an individual lot, Tax Parcel 0810B-03-033.000, 8319 South Carolina Ave, Zoned R-1-5 (Single-family), Ward 3

**General Plan 2305PC049**, by owner River Pointe Estates LLC, Tax Parcels 1007O-01-028.000, 1007O-01-028.014, 1007O-01-028.012, 1007O-01-028.008, seeking approval of General Plan of seven single family residential lots (River Pointe Estates) at 10550 O'Neal Road, Zoned R-E (Residence Estate), Ward 6

**Special Exception 2305SE050**, by agent Twila Johnson, seeking approval for a child day care usage, Tax Parcel 0808E-04-001.001, 12259 Hwy 49, Zoned B-4 (Highway Business), Ward 7

**General Plan 2305PC051**, by agent Robert Riemann, seeking approval for a General Plan for Six Lot Townhouses in the B2 Zoning and One Lot Single Family Residence in the R-1-5 zoning, Tax Parcel 0808O-02-017.000, Zoned B-2 (General Business) R-1-5 (Single Family), Ward 5

**Final Plat 2305PC053**, by applicant Brown, Mitchell, & Alexander Inc., Tax Parcel 1008M-04-006.000, seeking approval for re-platting of Lot 2 of Gulfport Promenade into 4 lots, relocation of the ingress & egress easement, and create a drainage easement at Dedeaux Road, Zoned B-2 (General Business), Ward 6

**Zoning Text Amendment 2305PC054**, by City of Gulfport Administration, to amend the Comprehensive Zoning Ordinance of "Hotel" by deleting the words "and nightly and weekly vacation rentals located in one- and two- family dwelling units."

**Zoning Text Amendment 2305PC058**, by City of Gulfport Administration, to amend various sections of Article III, Chapter 9 Subdivisions, to eliminate Planning Commission consideration of a final plat, to create processes for Council consideration of a final plat, to eliminate notice to tenants on sketch and general subdivision plans, to remove certified mail requirement for notices and to otherwise streamline the final plat approval process.

**Zoning Text Amendment 2305PC059**, by City of Gulfport Administration, To amend the Sign Ordinance, section 9-106(c), to provide for a limited exemption from certain provisions (size, type, location & placement) for signs placed on property owned by the Gulfport Redevelopment Commission & to provide for City approval of size, type, location & placement.

**Zoning Text Amendment 2305PC060**, by City of Gulfport Administration, to amend the Comprehensive Zoning Ordinance (Appendix A) at Sections I and IV(A) to add non-motorized trailers to the definition of mobile food vendors, to add additional residential uses to the areas where mobile food vendors may operate and to reorganize the existing ordinance.

This the 3rd day of May 2023  
Keith Williams, Chairman  
City of Gulfport Planning Commission  
W00000000  
Publication Dates

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





Beaufort Gazette  
Belleville News-Democrat  
Bellingham Herald  
Bradenton Herald  
Centre Daily Times  
Charlotte Observer  
Columbus Ledger-Enquirer  
Fresno Bee

The Herald - Rock Hill  
Herald Sun - Durham  
Idaho Statesman  
Island Packet  
Kansas City Star  
Lexington Herald-Leader  
Merced Sun-Star  
Miami Herald

el Nuevo Herald - Miami  
Modesto Bee  
Raleigh News & Observer  
The Olympian  
Sacramento Bee  
Fort Worth Star-Telegram  
The State - Columbia  
Sun Herald - Biloxi

Sun News - Myrtle Beach  
The News Tribune Tacoma  
The Telegraph - Macon  
San Luis Obispo Tribune  
Tri-City Herald  
Wichita Eagle

## AFFIDAVIT OF PUBLICATION

| Account # | Order Number | Identification                          | Order PO | Amount  | Cols | Depth |
|-----------|--------------|-----------------------------------------|----------|---------|------|-------|
| 36845     | 417943       | Print Legal Ad-IPL01215990 - IPL0121599 |          | \$98.32 | 2    | 77 L  |

Attention: Matilda Welch

GULFPORT URBAN DEVELOPMENT  
PO BOX 1780  
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

### 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, May 25, 2023 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

**Zoning Text Amendment 2302PC016**, by agent David P. Sullivan, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III (K), (2) to allow, with Planning Commission Approval, a medical cannabis dispensary use in T4+ zoning districts.

**Special Exception 2304SE038**, by agent Kenyetter Johnson, seeking approval for day care use at Tax Parcel 0808L-04-001.001, 15487 Oak Lane, Zoned B-4 (Highway Business) Ward 7

**Zoning Map Amendment 2305PC046**, by owner Gregory Smith, requesting to rezone Tax Parcel 1011D-01-007.000 from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 1123 Ocean View Dr, Ward 2

**Planning Commission Approval 2305PC047**, by owner Lisa Aronson, requests approval for a mobile home on an individual lot, Tax Parcel 0810B-03-033.000, 8319 South Carolina Ave, Zoned R-1-5 (Single-family), Ward 3

**General Plan 2305PC049**, by owner River Pointe Estates LLC, Tax Parcels 1007O-01-028.000, 1007O-01-028.014, 1007O-01-028.012, 1007O-01-028.008, seeking approval of General Plan of seven single family residential lots (River Pointe Estates) at 10550 O'Neal Road, Zoned R-E (Residence Estate), Ward 6

**Special Exception 2305SE050**, by agent Twila Johnson, seeking approval for a child day care usage, Tax Parcel 0808E-04-001.001, 12259 Hwy 49, Zoned B-4 (Highway Business), Ward 7

**General Plan 2305PC051**, by agent Robert Riemann, seeking approval for a General Plan for Six Lot Townhouses in the B2 Zoning and One Lot Single Family Residence in the R-1-5 zoning, Tax Parcel 0808O-02-017.000, Zoned B-2 (General Business) R-1-5 (Single Family), Ward 5

**Final Plat 2305PC053**, by applicant Brown, Mitchell, & Alexander Inc., Tax Parcel 1008M-04-006.000, seeking approval for re-platting of Lot 2 of Gulfport Promenade into 4 lots, relocation of the ingress & egress easement, and create a drainage easement at Dedeaux Road, Zoned B-2 (General Business), Ward 6

**Zoning Text Amendment 2305PC054**, by City of Gulfport Administration, to amend the Comprehensive Zoning Ordinance of "Hotel" by deleting the words "and nightly and weekly vacation rentals located in one- and two- family dwelling units."

**Zoning Text Amendment 2305PC058**, by City of Gulfport Administration, to amend various sections of Article III, Chapter 9 Subdivisions, to eliminate Planning Commission consideration of a final plat, to create processes for Council consideration of a final plat, to eliminate notice to tenants on sketch and general subdivision plans, to remove certified mail requirement for notices and to otherwise streamline the final plat approval process.

**Zoning Text Amendment 2305PC059**, by City of Gulfport Administration, To amend the Sign Ordinance, section 9-106(c), to provide for a limited exemption from certain provisions (size, type, location & placement) for signs placed on property owned by the Gulfport Redevelopment Commission & to provide for City approval of size, type, location & placement.

**Zoning Text Amendment 2305PC060**, by City of Gulfport Administration, to amend the Comprehensive Zoning Ordinance (Appendix A) at Sections I and IV(A) to add non-motorized trailers to the definition of mobile food vendors, to add additional residential uses to the areas where mobile food vendors may operate and to reorganize the existing ordinance.

This the 3rd day of May 2023  
Keith Williams, Chairman  
City of Gulfport Planning Commission  
IPL0121599  
May 10 2023

## STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Dallas County, Texas personally appeared Stefani Beard, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue(s) of:

1 insertion(s) published on:

05/10/23

Affidavit further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

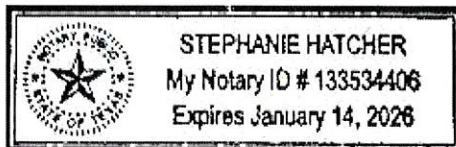
*Stefani Beard*

Sworn to and subscribed before me this 10th day of May in the year of 2023

*Stephanie Hatcher*

Notary Public

\* The Sun Herald has been deemed eligible for publishing legal notices in Jackson County to meet the requirements of Miss. Code 1972 Section 13-3-31 and 13-3-32.



Extra charge for lost or duplicate affidavits.  
Legal document please do not destroy!

There came on for consideration at a duly constituted meeting of the City Council and Mayor of the City of Gulfport held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, the following Ordinance:

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE AMENDING THE OFFICIAL TEXT OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GULFPORT, MISSISSIPPI ADOPTED THE 29TH DAY OF JUNE, 1979, SECTION I DEFINITIONS (B) WORDS AND PHRASES AND SECTION III DISTRICT REGULATIONS, (K) CHART OF PERMITTED USES, (2) SCHEDULE OF USES, MANUFACTURING, RETAIL AND WHOLESALE TRADE, SERVICES CATEGORIES.

**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, that the Comprehensive Zoning Ordinance should be amended to add various definitions to the same and to allow additions and/or changes to certain uses in the Chart of Permitted Uses as they relate to particular zoning districts. The case file number is 2302PC016.

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

**SECTION 1:** That the Official text 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 read as follows under Section I Definitions, (B) Words and Phrases, which adds the following definitions in the appropriate alphabetical location:

**EXISTING:**

*Medical cannabis establishment:* means a cannabis cultivation facility, cannabis processing facility, cannabis testing facility, medical cannabis dispensary, cannabis transportation entity, cannabis disposal entity or cannabis research facility licensed and registered by the appropriate agency. The main point of entry of a medical cannabis establishment shall not be located within one thousand (1,000) feet of the nearest property boundary line of any school, church or childcare facility. A medical cannabis establishment may receive a waiver to this distance restriction by receiving approval from the school, church or child care facility and by applying for a waiver with its respective licensing agency, provided that the main point of entry of the cannabis establishment is not located within five hundred (500) feet of the nearest property boundary line of any school, church or child care facility. No medical cannabis dispensary may be located within a one-thousand-five-hundred-feet (1,500) radius from the main point of entry of the dispensary to the main point of entry of another medical cannabis dispensary. The symbol plus-minus (“±”) used in the chart of permitted uses indicates the removal of all transect zones (T1, T2, T3, T4L, T+, T5, T6) from any use constituting a medical cannabis establishment.

**PROPOSED:**

*Medical cannabis establishment:* means a cannabis cultivation facility, cannabis processing facility, cannabis testing facility, medical cannabis dispensary, cannabis transportation entity, cannabis disposal entity or cannabis research facility licensed and registered by the appropriate agency. The main point of entry of a medical cannabis establishment shall not be located within one thousand (1,000) feet of the nearest property boundary line of any school, church or childcare facility. A medical cannabis establishment may receive a waiver to this distance restriction by receiving approval from the school, church or child care facility and by applying for a waiver with its respective licensing agency, provided that the main point of entry of the cannabis establishment is not located within five hundred (500) feet of the nearest property boundary line of any school, church or child care facility. No medical cannabis dispensary may be located within a one-thousand-five-hundred-feet (1,500) radius from the main point of entry of the dispensary to the main point of entry of another medical cannabis dispensary. The symbol plus-minus (“±”) used in the chart of permitted uses





PROPOSED:

|                                                                                                                                                                                             |             |     |      |        |        |             |       |     |     |     |          |          |         |         |     |     |     |     |     |    |    |    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----|------|--------|--------|-------------|-------|-----|-----|-----|----------|----------|---------|---------|-----|-----|-----|-----|-----|----|----|----|
| * Need not be conducted entirely within a completely enclosed structure.                                                                                                                    |             |     |      |        |        |             |       |     |     |     |          |          |         |         |     |     |     |     |     |    |    |    |
| R = Allowed by Right   P = Planning Commission approval   X = Special exception <del>—</del> = Not allowed   ± = T zones removed (see definitions)                                          |             |     |      |        |        |             |       |     |     |     |          |          |         |         |     |     |     |     |     |    |    |    |
| Names of Uses and Conditions                                                                                                                                                                | A-1, T1, T2 | R-E | R-UE | R-1-15 | R-1-10 | R-1-7.5, T3 | R-1-5 | R-2 | R-3 | R-4 | R-O, T4L | R-B, T4+ | B-1, T5 | B-2, T6 | B-4 | E-G | I-1 | I-2 | I-3 | SB | WF | AE |
| RETAIL AND WHOLESALE TRADE                                                                                                                                                                  |             |     |      |        |        |             |       |     |     |     |          |          |         |         |     |     |     |     |     |    |    |    |
| Medical Cannabis Dispensary (See definitions for distance requirement s)                                                                                                                    | —           | —   | —    | —      | —      | —           | —     | —   | —   | —   | —        | P        | —       | R ±     | R   | —   | —   | —   | —   | —  | —  | —  |
| Medical Cannabis Dispensary (Within 500 feet of a Residential Use as shown in this chart. This will be measured property line to property line. See definitions for distance requirement s) | —           | —   | —    | —      | —      | —           | —     | —   | —   | —   | —        | P        | —       | P ±     | P   | —   | —   | —   | —   | —  | —  | —  |



**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 Appendix A to the City’s Code of Ordinances (the Zoning Ordinance) by adding various definitions associated with the Mississippi Medical Cannabis Act and amending the Zoning Ordinance’s ‘Chart of Permitted Uses’ related thereto. 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 15<sup>th</sup> Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24<sup>th</sup> Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23<sup>rd</sup> 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.

YEAS:            ABSTENTIONS:            ABSENCES:            NAYS:

(SEAL:)

ADOPTED:

PRESIDENT

APPROVED:

MAYOR

The Law Offices of  
**DAVID P. SULLIVAN**

A Professional Limited Liability Company

RECEIVED  
4-6-2023 8

The Toggery Building  
2501 14<sup>th</sup> Street, Suite 212  
Gulfport, MS 39501

Telephone: (228) 547-3533  
Facsimile: (228) 233-3329  
Email: david@davidpsullivanlaw.com  
Web: davidpsullivanlaw.com

Mailing Address:  
Post Office Box 777  
Gulfport, MS 39502

April 6, 2023

Greg Holmes, Planning Administrator  
City of Gulfport  
Department of Urban Development- Planning Division  
1410 24th Avenue  
Gulfport, MS 39501

**RE: Zoning Text Amendment 2302PC016, by Agent David P. Sullivan, Amendment to the Comprehensive Zoning Ordinance, as amended, to amend Section III (R ) (2) to allow, with Planning Commission Approval, a medical cannabis dispensary use in T4+, R-B Zoning Districts;**

Dear Gulfport Planning Administrator,

We are submitting this Notice of Objection to the Planning Commission decision rendered on March 23, 2023, in the above-referenced case file 2302PC016. This appeal is brought on behalf of Southern Roots Therapeutics of Mississippi, Inc. and R. David Brown, Esq., a Gulfport property owner and prospective medical cannabis dispensary operator. We are aggrieved by the decision made on March 23, 2023 and believe that this case needs to be provided due process with another public hearing before the Gulfport City Council.

By way of procedure, we are hereby notifying the Planning Commission and City Council that we only wish to appeal the decision as it pertains to T4+ zone. However, we are incorporating and adopting our request to Amend our request to include removal of the 500 foot residential restriction as was argued by *ore tenus* motion at the Planning Commission hearing and supported by argument at the hearing. In sum, our appeal is now solely focused to allow medical cannabis dispensary use in T4+ by permission and to eliminate the 500 foot residential rule, as it is in conflict with Mississippi law.

Our principal argument in support of allowing dispensaries in T4+ zones is that the closest business to our proposed medical cannabis dispensary, structurally, functionally, and practically speaking is a traditional apothecary or a pharmacy, both of which are allowed in the T4+ zone, and both of which would be a permissible use of our current



property located 1301 31st Avenue in Gulfport. Case law on this specific area of jurisprudence stands on the Equal Protection Clause of the 14<sup>th</sup> Amendment and has been well settled law in *Santa Clara County v. Southern Pacific Railroad Co.* 118 U.S. 394 (1886). We are confident that any trier of fact would find that any statute favoring one medicine, say traditional pharmaceuticals like opioids and opiates, over another such as Cannabis and the retailers that sell them would be struck down.

We are not asking to allow dispensaries in T4+ by right, we are asking for dispensaries to be allowed in T4+ by permission which would give notice to surrounding property owners. The Chart of Permitted Uses for Gulfport enacted in Ordinance 3130 should not yield a more restrictive zoning policy for medical cannabis dispensaries than that which presently exists for any traditional apothecary, pharmacy or drug store.

It was clearly demonstrated by Councilman Myles Sharp at the most recent Council meeting of April 4, 2023, that the data provided by Urban Development was fundamentally flawed and erroneous in nature. Basically, the Commission made its decision based upon information that claimed 13% of Gulfport was available for medical cannabis dispensaries, and that adding the transect zones would increase the availability to 18%. However, it was admitted on the record that this data does not consider what portion of those areas are actually suited for a dispensary in that they comply with the Medical Cannabis Act as viable dispensary locations, not within 1000 feet of a church, school or daycare, are not wetlands, are available for sale or lease, etc. Furthermore, they do not show any properties that are actually for sale at this time. The maps presented strictly showed land areas of the applicable zones. In fact, our analysis has revealed that currently there are no suitable commercial properties presently within Gulfport available to entrepreneurs seeking to participate in the State's emerging medical cannabis program.

Most opponents to our request represent a minority of the citizens of Gulfport, and are primarily based in unjustified fear and with disregard for the current character of the neighborhood as it currently exists. Another local resident who spoke against the proposal is only concerned about a medical dispensary causing economic harm and loss of rental income to her rental property and "air b-n-b" properties.

Medical Cannabis dispensaries are not recreational. They are not intended to be a high traffic venue, they keep clinical hours and anyone who enters must hold a valid medical cannabis card. The dispensary is only allowed to provide medicine directly to the patient, they are not allowed to dispense to care givers. They do not allow patients to use cannabis on site. A dispensary would cause no more disturbance to surrounding areas than any other medical facility. This is why Attorney General Lynn Fitch encouraged cities to create "medical commercial zones" in which dispensaries could operate. Gulfport chose to ignore this directive from the State's chief prosecutor, and instead created a more restrictive zoning measure in contravention of State Law.

While it is true that under the state's Medical Cannabis Act (MCA) municipalities are free to enact reasonable time, place, and manner restrictions or medical Cannabis establishments under the text of the Act. However, as Attorney General Fitch stated in

her formal opinion on the matter that a Municipality has "limited regulatory power" under the MCA to designate specific types of commercial zones or medical cannabis zones in which commercial use is otherwise authorized or not prohibited, "as long as doing so does not have the purpose or effect of prohibiting or making impracticable the operation of such establishments within the city." This has been further defined by recent legislation.

Under House Bill 1158, recently passed by Representative Lee Yancy, the MCA now states very clearly and in pertinent part, "(3) No state agency, political subdivision or board shall implement any rule, regulation, policy, or requirement that is contrary to the provisions of the Mississippi Medical Cannabis Act. " [Section 5, pgh.3 at pp.35]. By restricting cannabis dispensaries from the transect zones, particularly T4+ and then adding a ban of any dispensary within 500 feet of a residence, the City is in violation of Mississippi law and is making dispensary operation impracticable in all but one relegated area of the City. Southern Roots Therapeutics holds a valid medical cannabis dispensary license and own property in the City of Gulfport which fully complies with Mississippi law as a lawful cannabis dispensary site. The City Planning Department is using flawed and erroneous data to push a false sense of availability of potential cannabis dispensary sites to the Council and the General Public in Gulfport.

The question then becomes whether the text of Ordinance 3130 is too restrictive as to have either crossed the line between being carefully tailored to help or hinder the patients of Gulfport or whether the Ordinance has run afoul of the legislative intent embodied in the Act. Recall that an overwhelming majority of Gulfport's constituents or 83% supported the far less restrictive access of Initiative 65.

If you think about it, many of the patients who would go to a dispensary would face the same stigma cast by our opponents. This law was passed to keep the sickest patients with the most debilitating conditions from having to go to the streets to obtain marijuana. Most of these patients are senior citizens, so why would we only give them the option of traveling to high traffic commercial zones or isolated industrial areas to get their medicine? Anywhere that is lawful for a pharmacy should be lawful for a cannabis dispensary. These Gulfport patients deserve safe, discreet and convenient medicine.

I think we can all acknowledge that time for fear mongering ended when the law was passed, and now we should act in the best interests of economic development and revenue growth. We simply ask that you do the right thing by way of sound public policy, that you do what best serves the patients and the voters of our City, that you enact the best policy for the proper growth and development of our City respecting our Master Plan, that you not take an action that will most certainly result in another blighted property or at best will result in a far less desirable business than a medical dispensary locating at the property in question and by absolute right, that you not create two sets of conflicting rules for potentially very harmful opiates like Oxycontin or Fentanyl as opposed to naturally occurring medical cannabis.

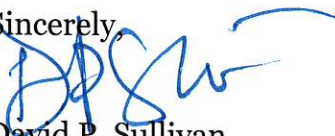
Taking all of this into consideration, I strongly believe that the Planning Commission and City Council of Gulfport should revisit the text of Ordinance 3130 for the purposes of



carefully amending it in order to make it so that medical establishments like ours should enjoy the same zoning flexibility as other similarly situated doctors' offices, apothecaries or drug stores. Properties currently zoned as T4+ should be permitted to operate medical Cannabis dispensaries by permission within their existing structures, regardless of any adjacent or nearby residences, in an effort to better serve the patients of our City, but also to better comply with both the will of the voters of our City and the legislative intent which propelled passage of the Act.

I greatly appreciate your support on this matter and look forward to working together to adopt a zoning ordinance in Gulfport that makes medical cannabis dispensary operations practicable. Should you have additional questions or concerns, please do not hesitate to contact me. I look forward to hearing from you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'DPS', with a long horizontal flourish extending to the right.

David P. Sullivan

## CITY OF GULFPORT PLANNING COMMISSION

2302PC016

TRANSCRIPT OF HEARING

March 23, 2023

\*\*\*\*\*

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT  
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,  
GULFPORT, MISSISSIPPI, ON THE 23RD DAY OF MARCH 2023  
COMMENCING AT 4:30 P.M. AND REPORTED BY  
NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

\*\*\*\*\*

COMMISSION MEMBERS PRESENT:

WILLIAM "PRINCE" JONES, Acting President  
CHARLIE HEWES  
TIMOTHY DAIGLE, JR.  
DOUG HANCOCK  
GARLON PEMBERTON  
CHRIS ROMERO

STAFF PRESENT:

GREG HOLMES  
SU-LIN FEATHERSTON  
RHONDA GADDIS  
SAMUEL SWEETING

ALSO PRESENT:

HON. MARGARET MURDOCK  
City Attorney



1 H2.1. Zoning Text Amendment 2302PC016

2 MR. SWEETING: Zoning Text Amendment Case 016  
3 has been duly and timely noticed as required by law. The  
4 applicant requests amendments to the comprehensive zoning  
5 ordinance as amended and to amend Section III (K), (2) to  
6 allow with planing commission approval a medical cannabis  
7 dispensary use in T4+, R-B zoning districts.

8 A copy of the packet considered is hereby  
9 offered to the record.

10 MR. JONES: Please give us your name, city,  
11 address.

12 MR. SULLIVAN: Yes, sir. Good afternoon. My  
13 name is David Sullivan. I'm an attorney here in Gulfport.  
14 And my office is located at 2501 14th Street, Suite 212.  
15 That's the Toggery Building.

16 MR. JONES: Okay. You may proceed.

17 MR. SULLIVAN: Yes, sir. On January 4th, we  
18 filed this petition in Case 2302PC016 on behalf of my client  
19 Southern Roots Therapeutics. You should be well familiar  
20 with them by now as Lauren Illing has addressed this board  
21 before on this issue, but in a much more broad application.

22 We would adopt her record in Case 2209PC171  
23 and incorporate it herein by reference.

24 But what we're trying to do today, what we're  
25 here back before you now is because we've gotten some

1 feedback from some City Councilmen that suggested that  
2 eliminating all of the transect zones was perhaps too broad  
3 of an approach. And so what our intent is today with this  
4 petition is to narrow the scope to just the T4+ and R-B  
5 districts within the transect zones.

6 Our hope is that this pared down approach  
7 would appeal to any of you who still remain open-minded and  
8 interested in getting this new industry up and going in more  
9 than just one area in the city.

10 I mean, I know it goes without saying, and  
11 I'm not trying to, you know, re-argue what's been argued,  
12 but medical cannabis dispensaries are not recreational and  
13 they just should not be treated and regulated like a vice  
14 industry. They are not intended to be a high traffic venue.  
15 They keep clinical hours. Anybody who enters has to have a  
16 valid medical card. They don't allow patients to use  
17 products on site. There would be no more disturbance to any  
18 surrounding area than any other medical facility or  
19 pharmacy, even less than most pharmacies because most  
20 pharmacies are also convenience stores and attract all kind  
21 of folks.

22 But this is a store where only a person with  
23 a prescription with a card can come. They can't bring their  
24 friends, their cousin, their mama. They have to come alone  
25 which creates another problem.



1                   If we relegate everything out to the  
2 Crossroads, then all of the patients in all the other areas  
3 of Gulfport have to physically go themselves to that  
4 location to get their prescriptions filled. If they're not  
5 able to drive that far or travel that far, they can't send  
6 their caretaker or their daughter or someone to go get their  
7 medicine for them like you can send somebody down to  
8 French's to pick up something for you. You can't send  
9 somebody down to the dispensary to pick something up for  
10 you. So clustering everything in that one area really kind  
11 of limits patient access.

12                  Now, another thing it does, I mean, we're  
13 here talking about economic development. I mean, I know you  
14 guys, y'all are some of the sharpest business people on the  
15 coast. That's why you're sitting up there. If we put all  
16 of the businesses in one little group, they're going to put  
17 each other out of business. It's going to be -- it's  
18 stifling to economic development, it's stifling to growth.  
19 But again, I understand the opposition in the city. I know  
20 the mayor has been opposed to it since before even the  
21 initiative and referendum vote. I remember reading his op  
22 ed.

23                  You know, I've worked with Mr. Bruni. I know  
24 Mr. Bruni very well. He's a great lawyer. But he tends to  
25 be kind of an obstructionist, and he's really good at it.

1 That's why I'm still sitting here at Council. I mean, we've  
2 been trying to get this in front of City Council for a vote  
3 for six months now, and we just keep getting delayed and  
4 delayed. You guys even asked us here in December why are  
5 you back on Lauren's petition.

6 But I'm getting off track anyway.

7 We don't want to see this end up being a test  
8 case for litigation in this state. House Bill 1158 was just  
9 passed by Lee Yancey that says no state agency, political  
10 subdivision, or board shall implement any rule, regulation,  
11 policy, or requirement that's contrary to the provisions of  
12 the Mississippi Medical Cannabis Act.

13 My client has a licensed dispensary with a  
14 facility that's lawful under state law. But the city  
15 ordinance prohibits its use. So this would appear  
16 problematic under this new bill that just got passed.

17 MR. JONES: One minute.

18 MR. SULLIVAN: And so we're just asking you  
19 to do the right thing by say of sound public policy and that  
20 you do what serves best the patients and the voters of this  
21 city. If you recall, 83 percent of the people in Gulfport  
22 voted for medical cannabis.

23 So we're bending to the will of 17 percent  
24 and a lot of what we call the NIMBYs, Not In My Back Yard  
25 folks, but nobody has been able to articulate a real valid



1 concern as to what this business brings as far as fear or  
2 danger that any other business wouldn't.

3 I mean, if we're talking about over here  
4 where my client's facility is, I mean, I remember from when  
5 I was your prosecutor, the crime around the Chevron station,  
6 I mean, the casino brings with it various elements, and so I  
7 don't think this business would do anything but improve that  
8 area. It would definitely improve the dilapidated property,  
9 and we're just asking you guys to open the road for us to do  
10 that and bring some revenue to this city.

11 Thank you so much for your consideration.

12 MR. DAIGLE: Questions?

13 MR. JONES: Questions.

14 MR. DAIGLE: So the first one, you said kind  
15 of cuddling everything up into the Crossroads area.

16 MR. SULLIVAN: Right.

17 MR. DAIGLE: Are you just talking about the  
18 area at I-10 and 49?

19 MR. SULLIVAN: Yes.

20 MR. DAIGLE: Okay. So I'm just curious. We  
21 just approved a case down off of Hewes Avenue --

22 MR. SULLIVAN: Right.

23 MR. DAIGLE: -- which is, I just took a  
24 second and Googled it. That's five and a half miles away.

25 MR. SULLIVAN: You are correct, Mr. Daigle.

1 But I was not aware of that before I walked in here and made  
2 that argument. But I do see what you're saying.

3 But nonetheless, there are still four or five  
4 within that one little group. And that's -- even if the  
5 other one exists on Pass Road, and honestly, I'm glad to see  
6 something coming to Pass Road because the transect zones  
7 kill Pass Road for development with this industry, anyway.

8 MR. DAIGLE: And the other question was: You  
9 said that they are approved and licensed but the city  
10 ordinance is prohibiting their use.

11 MR. SULLIVAN: Yes.

12 MR. DAIGLE: What did you mean by that?

13 MR. SULLIVAN: I'm talking about Southern  
14 Roots Technology, Southern Roots Therapeutics has a medical  
15 cannabis license issued by the State of Mississippi, and  
16 they have a facility that what we're doing would give us  
17 permission to ask your permission to open there. We haven't  
18 even gotten to that stage yet, because when they purchased  
19 the property, it was compliant with state law but then the  
20 city, after Attorney General Fitch's opinions came out, the  
21 city still came down and restricted the residential  
22 requirement to 500 foot rule. Well, that eliminates us.  
23 That plus the transect zones.

24 Now it's funny, I'm not sure if y'all are  
25 aware or not, I know at the last commission meeting, someone



1 I think from planning suggested or maybe it was at the  
2 workshop suggested this old Sun Herald property for cannabis  
3 use. That is within 1500 feet of a Biloxi dispensary which  
4 is within 500 feet of a Gulfport neighborhood and across the  
5 street from Purvis's Engineering or -- what's the appraiser  
6 I think he is, right there on DeBuys Road?

7           There is a cannabis dispensary on DeBuys Road  
8 across from a Gulfport neighborhood and within 1500 feet of  
9 Sun Herald. So I don't think that planning is looking when  
10 they're making these determinations of sites as to whether  
11 it's actually a viable retail site or not. I mean, no  
12 dispensary needs 60,000 square feet.

13           So, I mean, that's kind of our point is, you  
14 know, it was suggested by many City Council people why don't  
15 y'all just find somewhere else. We've looked; that's why  
16 we're here. We feel there's a site shortage, and none of  
17 the prospectives that have been shown to us anyway by our  
18 real estate folks or by planning commission have proved to  
19 be viable retail sites that are available.

20           MR. DAIGLE: So you referenced the previous  
21 case that we heard on this.

22           MR. SULLIVAN: Yes.

23           MR. DAIGLE: That one differed from this one  
24 because you reduced the transect zones that you're trying to  
25 remove to just T4+. But did it also include B-1 in the last

1 one?

2 MR. SULLIVAN: I think it did. I think we  
3 asked for T4+ and R-B in this petition. But I think theirs  
4 did also include B-1.

5 MR. DAIGLE: Right, in this one, you did.

6 I'm talking because you referenced the  
7 previous case to bring up.

8 MR. SULLIVAN: Yes.

9 MR. DAIGLE: So I'm just trying to compare  
10 the differences to what we're looking at here versus what  
11 we've already --

12 MR. SULLIVAN: When I say adopt the record,  
13 I'm not saying we want to ask for everything she's asking  
14 for.

15 I'm saying that all of the things that were  
16 suggested as positive reasons to approve all the transect  
17 zones we would adopt and incorporate in our argument here  
18 that T4+ should also be accepted.

19 MR. DAIGLE: Understood. Thank you.

20 MR. HEWES: Mr. Sullivan.

21 MR. SULLIVAN: Yes, sir.

22 MR. HEWES: Why did you choose T4+ in the  
23 zone instead of B-1?

24 MR. SULLIVAN: Because that's where my  
25 client's property is located.



1                   MR. HEWES: So your client's argument in the  
2 past has been they wanted to make sure, like you've stated,  
3 that people could have access in the entire community.

4                   MR. SULLIVAN: Right.

5                   MR. HEWES: So that throws that argument way  
6 out the window because you're now focusing just where you  
7 purchased it.

8                   And in speaking to Ms. Illing previously, she  
9 called me before, about two months ago, and in our  
10 conversation, I asked her, I said, sounds like y'all put the  
11 cart before the horse in buying this property before you  
12 knew what the local regulations were going to be.

13                  MR. SULLIVAN: Right.

14                  MR. HEWES: And so you made a poor business  
15 decision. And she said, yes, we did. She agreed with me.

16                  And I had an old fellow years ago that said I  
17 made many bad business decisions but I didn't want people to  
18 think I'm stupid, so I never told them I did.

19                  MR. SULLIVAN: Well, I'm not necessarily  
20 agreeing it was a bad business decision at the time because  
21 I don't think any city that opted in, I don't think anyone  
22 could have foreseen that you would make it more onerous to  
23 do business in Gulfport than the state already did.

24                  It took them two years in the legislature to  
25 come up with that plan. And then you guys made it even

1 harder to do business. And that's our whole point.

2 Yes, T4+ benefits us. But we're not the only  
3 place that it would open up for. But in restricting it, it  
4 makes it easier to look at and regulate and not -- there are  
5 some other areas, some other transect zones that are closer  
6 to residential and the areas, Bayou View, and that sort of  
7 thing that this doesn't really pertain to.

8 MR. HEWES: So this is such a new industry  
9 and I think and I had this conversation with Ms. Illing more  
10 than once, it's too early to make these huge changes. I  
11 think it's been obvious that the city is willing to work  
12 with. The first thing we did in changing it was we  
13 declassified hotels, motels, as a residence. The second  
14 thing we've done is we identified just tonight that a school  
15 bus barn is not considered a school.

16 And so we've made some changes. So the city  
17 is changing. And your client, after two meetings ago, I was  
18 not here last meeting because I had a work conflict, but  
19 they sat here in this lobby and said -- and Mr Brown, as a  
20 matter of fact, made comments that the City of Gulfport was  
21 very disparaging to the city, but yet he wants us to be  
22 friends with him and help.

23 And it's not about helping or being friends.  
24 But if you want to do business here, don't throw egg in our  
25 face.



1                   And that was wrong of him. And it sets a bad  
2 tone for everybody on this board.

3                   MR. SULLIVAN: Sure.

4                   MR. HEWES: Now, you just made a comment that  
5 there are not enough zones. I'm going to ask, can y'all  
6 show us how many retail spaces we have available?

7                   MR. SULLIVAN: Can I ask you a question?

8                   MR. HEWES: Certainly.

9                   MR. SULLIVAN: Why is the -- explain what the  
10 residential rule accomplishes. What is the purpose of it?  
11 Why can you sell --

12                   MR. HEWES: It's new. People are scared.  
13 And so you take a step approach, not a shotgun approach to  
14 give it everywhere.

15                   MR. SULLIVAN: But don't you agree that we  
16 have an opiate epidemic and a fentanyl problem in this  
17 country and not a marijuana problem?

18                   MR. HEWES: Marijuana is part of the problem  
19 because of fentanyl lacing.

20                   But I do think -- I do think that regulated  
21 marijuana might help solve some of that. However, at the  
22 same time, there's always going to be a street value. I've  
23 got some friends out of Mobile that were going to be  
24 investors in the cultivating place over in Jackson County.  
25 And what they learned there by the cultivators is right now

1 there's a shortage. Everybody that's in cultivation is  
2 ramping up their business, and maybe 20 percent of what  
3 they're going to have in inventory is going to go to  
4 legitimate businesses like yours. So therefore, that 80  
5 percent is going to be sold on the street. And they made  
6 that comment.

7 MR. SULLIVAN: That's not possible under the  
8 state law. And to take it one step further, the shortage  
9 you're talking about is because they were not even allowed  
10 to plant seeds until November of 2022.

11 So now that should no longer be a concern as  
12 far as supply to the dispensaries.

13 MR. HEWES: There's an abundance of supply,  
14 not a shortage.

15 MR. SULLIVAN: So what about the -- the seed  
16 to sale program that's implemented by the Mississippi  
17 Department of Health tracks every single marijuana plant  
18 from the seed put in the ground to the sale of the product.  
19 I mean, there's diversion in every industry.

20 MR. HEWES: I'm just telling you --

21 MR. JONES: We don't want to get bogged down.

22 MR. HEWES: We're getting bogged down.

23 MR. JONES: Don't get bogged down.

24 MR. HEWES: I think once the industry has  
25 proven to be clean like y'all apparently want to do, I think



1 that's when the public view on it is going to ease a little  
2 bit.

3 And I do think that whether it's now or not,  
4 in five years it's going to be as common to walk in and buy  
5 a bag of marijuana as it is to buy a 12-pack of beer.

6 MR. SULLIVAN: You may be right, and that may  
7 very well be the case. I would like to say one thing in  
8 response, and that is that my clients run the most  
9 successful medical cannabis dispensary on the North Shore.

10 MR. HEWES: That's fine.

11 MR. SULLIVAN: And I went to college at  
12 Millsaps with Mr Brown and so did Jeff Bruni. I mean, and  
13 Ms. Murdock for that matter. They're good people. They're  
14 Mississippi people. I don't think anybody is trying to hurt  
15 y'all's feelings.

16 They're frustrated because they're spending,  
17 you know, thousands of dollars every month just for the  
18 opportunity to give y'all money in revenues.

19 MR. HEWES: Yeah. But they move too fast.  
20 There comes a point -- they took a gamble.

21 MR. SULLIVAN: Right.

22 MR. HEWES: They took a gamble and bought  
23 that piece and they're losing the gamble right now or maybe  
24 it will be paid off later.

25 MR. SULLIVAN: And that's -- I see --

1 MR. JONES: Let me hear from --

2 MR. DAIGLE: I'm sorry.

3 MR. JONES: Okay. we'll come back. One of  
4 y'all -- didn't you ask a question over there?

5 MR. HEWES: I asked how many sites are there  
6 in the City of Gulfport that are eligible to be medical  
7 cannabis dispensaries.

8 MS. FEATHERTON: So if you look at the Power  
9 Point, all of the ones in the green are what's allowed right  
10 now or either existing ones.

11 The ones in the pink are proposed sites.

12 So if this were to be approved, these would  
13 be the additional sites for your T4+ zones and your R-B  
14 zones within the city limits.

15 And so this is breaking them down into  
16 quadrants, so I can zoom in closer to each area of the city  
17 that this would open up parcels that would allow for the  
18 medical cannabis for the T4+, R-B.

19 MR. HEWES: Currently in the green zones, do  
20 you have a count of how many potential number of retail  
21 facilities are available? It's about 30 or 40, correct?

22 MS. FEATHERTON: I believe so, yes. That  
23 number hasn't changed from our last workshop.

24 MR. HEWES: Okay. I was not at the last  
25 workshop, so I'm just trying to get clarification.



1 MR. SULLIVAN: Mr. Hewes, if I can make one  
2 more comment in response to your last question. Seeing her  
3 map reminded me, the other thing about T4+ is that that is  
4 where the hospital is, that's where medical facilities are,  
5 and as Attorney General Fitch, I mean, us lawyers know that  
6 an attorney general's opinion is just the opinion of the  
7 state's chief prosecutor, it's not a legal binding  
8 authority.

9 But she suggested that we put dispensaries  
10 in medical corridors. Yes, my client's business is in T4+,  
11 but it's also across the street from a clinic that  
12 prescribes opiates. It's near a medical facility. And we  
13 believe that creating medical cannabis zones is a better  
14 approach to regulation than putting them out in the high  
15 industrial commercial areas.

16 MR. HEWES: Okay.

17 MR. DAIGLE: I've got a question.

18 MR. SULLIVAN: Yes.

19 MR. DAIGLE: So if I'm not mistaken, and I'll  
20 the city attorney's representative to watch me here, but in  
21 order for us -- we had this come up at the last meeting that  
22 if we're going to consider this, then we're not the ones  
23 that determine this, like we're not the ones that determine  
24 where things are or not allowed.

25 We make recommendations based off of your

1 case to us.

2 MR. SULLIVAN: Right.

3 MR. DAIGLE: In order to make a  
4 recommendation, you're required to prove to us that the  
5 character of the neighborhood has changed to such an extent  
6 as to justify this reclassification and the public need for  
7 rezoning.

8 Am I correct on that?

9 MS. MURDOCK: This is a text amendment rather  
10 than a zoning map amendment, so we've got a little bit  
11 different standard. So the change in the character of the  
12 neighborhood when we're dealing with a text amendment  
13 doesn't come into play.

14 MR. DAIGLE: Okay. Just the public need.

15 MS. MURDOCK: Correct.

16 MR. DAIGLE: Okay.

17 MR. SULLIVAN: Yes, sir. And I hope I  
18 addressed public need with my arguments of having people  
19 have to, you know, sick people have to go up to Crossroads.  
20 But all right.

21 MR. DAIGLE: Yeah, and that's why I was  
22 asking. Okay.

23 MR. JONES: Anyone else?

24 MR. HANCOCK: I'm just going to add to that  
25 by saying that I think the conversation last time centered



1 around the fact that -- and these were my comments -- I feel  
2 like it's a little too early to be making changes to the law  
3 that the city put into place just, I think we said it was  
4 last year, certainly maybe six months or so ago. So that's  
5 my only concern. I feel like we ought to let this play out  
6 a little bit before we start making changes to the law  
7 that's been put in place. That's really my only concern.

8 I think a lot of things that you say today I  
9 agree with, so it's not necessarily a referendum on whether  
10 we agree or disagree with what you're saying. To me, it's  
11 more or less just it's a little too early to be making  
12 changes to the law that's been put in place. We ought to  
13 just let it play out a little bit and see what happens.  
14 That's my opinion.

15 MR. JONES: I'd like to say this. Mr.  
16 Sullivan, to me, you did a tremendous job of discussing your  
17 case. But my only problem with that was after the man  
18 talked about us last week, then he go get a lawyer, and I  
19 understand, I'm just saying, the way he discussed it, and I  
20 listened to what everybody said. I think you may be moving  
21 a little fast. That's like buying a saddle and you don't  
22 have no horse.

23 But all that I'm trying to say is we may be  
24 moving too fast, but I like the way that you presented your  
25 case.

1           Anyone else have any other before we call him  
2 back? Anybody else?

3           MR. PEMBERTON: I'm a little challenged on  
4 the opposite end because I feel as a city we don't move fast  
5 enough on many other areas. So I would even like to know  
6 what we're seeing in that green area is actually wetlands.

7           MR. SULLIVAN: And usable for retail.

8           MR. PEMBERTON: Yeah. Because if you really  
9 look at the map and where they are, even though it's  
10 allowed, it can't physically happen. So we may have  
11 handicapped a lot of that.

12           MS. FEATHERTON: So I don't have an answer  
13 about the wetlands. But to be able to answer Mr. Hewes  
14 right now, there are 29 locations that possibly could have a  
15 medical cannabis establishment at them. That number would  
16 increase if allowing for the T4+, R-B zones.

17           But right now, that number is 29.

18           MR HEWES: Thank you.

19           MR. SULLIVAN: Is that something that we can  
20 obtain, the sites that those 29 locations? Can you provide  
21 us with that information so that we can verify it?

22           MS. FEATHERTON: That would be part of  
23 records request.

24           MR. HANCOCK: I think that was part of the  
25 record in the previous case if I'm not mistaken. It was up



1 on the screen. So you should be able to have access to it.

2 MR. SULLIVAN: Okay.

3 MR. JONES: Anyone else?

4 If we need you, Mr. Sullivan, we'll call you  
5 back.

6 MR. SULLIVAN: And Mr. Jones, I just wanted  
7 to -- you know, I don't know, I wasn't here at the last  
8 meeting. I have been involved in this since October. I was  
9 here back in December ready to address you guys and did not  
10 get an opportunity to do so. But I would apologize on  
11 behalf of my client if whatever -- I wasn't here, I don't  
12 know what was said that was offensive. But, you know, I'll  
13 be here throughout the duration of this, and I appreciate  
14 your consideration.

15 MR. JONES: Appreciate you.

16 MR. SULLIVAN: Thank you, too, Mr. Hewes.

17 MR. JONES: Are there anyone else for this  
18 case?

19 MR. SCRUGGS: Good afternoon. My name is  
20 Donovan Scruggs. I'll be brief. I'm at 317 Pine Drive in  
21 Ocean Springs.

22 First of all, I don't know Mr. Sullivan and I  
23 don't know where his property is, and my interest in this  
24 text amendment has absolutely nothing to do with his  
25 property or his clients or anybody else.

1 I do know that I have worked with a gentleman  
2 who is looking for sites, and one of the issues that we see  
3 is the restriction on T zones.

4 I provided a packet to you. And in that, I  
5 went through a lot of these green areas and purple areas to  
6 see really what can happen.

7 In fact, if you look at the green areas,  
8 you'll see that in some cases those green areas are actually  
9 on schools or property owned by the City of Gulfport or  
10 property owned by Harrison County. So just because they're  
11 green on the map does not mean a green that includes a  
12 school, then you have to go out 1,000 feet from that area.

13 So the greens and pinks and purples and every  
14 other color that y'all have in there, I'm not saying was  
15 done with any intent, but staff just doesn't have the time  
16 to go in and dig and dig and dig and dig. So I did some  
17 digging, and I found that out.

18 You know, one example is Jones Park is  
19 identified as a green site that would be a potential  
20 cannabis location by that map. And we, of course, know that  
21 cannot happen.

22 The T zones also happen to be an area, if you  
23 think about Cowan-Lorraine Road and Pass Road, is a location  
24 of where churches seem to navigate toward. So when you go  
25 in and you put a thousand foot around the church and this



1 church and that church and the school, all of a sudden you  
2 find out that the entire corridor of Cowan-Lorraine Road  
3 from almost up to the Bayou Bernard is impossible for a site  
4 to locate there unless they have permission from a church or  
5 a school in that area. And sometimes they've got two or  
6 three churches within that 1,000 feet area.

7                   So the T zones are already very well  
8 self-regulated by the 500 feet from residents and also the  
9 distance from churches and schools. So that relaxation just  
10 really would give the owners of those properties or those  
11 seeking to establish a cannabis location the opportunity to  
12 come and ask for permission.

13                   At present, T zones are strictly a no place,  
14 you cannot go there. So within a T zone, that entire  
15 portion of the city is out regardless of the ability or the  
16 primeness of that location. I mean, think about  
17 Cowan-Lorraine and Pass Road. You've got both CVS and --  
18 that's not right -- it's Walgreen's at that location which  
19 would make you think that's an ideal location, but it's not.

20                   We talked about the area of Memorial  
21 Hospital. I went and looked there. You've got a school.  
22 You've got two or three churches. You've got a Mosque.  
23 You've got a bunch of establishments in that area that are  
24 going to prohibit the location of a cannabis related  
25 facility there just because of the thousand foot rules.

1                   So there's these areas that appear to be good  
2 because they're colored green or purple, but when you begin  
3 to really dive down and look at them, the restrictions in  
4 place by the state are really going to make those  
5 impractical, if not impossible, to actually locate a  
6 facility on.

7                   That's primarily my questions, my comments.  
8 I'll be happy to answer any questions you may have. But I  
9 thank you for your time.

10                  MR. DAIGLE: Are you for this you're saying?

11                  MR. SCRUGGS: I am for this, yes, sir.

12                  MR. DAIGLE: Okay.

13                  MR. HANCOCK: I want to make a quick  
14 distinction that you mentioned the green areas and Jones  
15 Park. There should be a distinction between the green areas  
16 that you're talking about and the 29 I think it was sites  
17 that could be used. So I think those -- I think that was a  
18 good study to kind of give us an idea of the number of  
19 places that are available within the green area.

20                  MR. SCRUGGS: Right, Mr. Hancock. And I did  
21 look at that map a little bit. And I believe there was at  
22 least a couple of places to where churches or facilities  
23 that may be considered churches were missed, and there were  
24 also a number of places that were actually owned by the  
25 Airport Authority or the City of Gulfport.

1                   So even though those areas are deemed  
2 appropriate by that map and says there's 29 locations may be  
3 able to go there, I didn't look at all 29 of them, so I  
4 don't know and there may be 29 areas within the four or five  
5 parcels maybe in certain areas. But I do know that there  
6 are some limitations even on that map based on what I looked  
7 at.

8                   MR. HANCOCK: And I'll help you out a little  
9 bit with your argument. I think another point that was made  
10 was the 29 parcels that were identified, they're not all for  
11 sale. So they're not really available right now.

12                   But I'm just going to make the point again  
13 that, you know, I just don't think this is the best vehicle  
14 for making changes to the current statute. I think we have  
15 to let that come through the planning commission. That's  
16 just my opinion.

17                   MR. SCRUGGS: I understand your caution.  
18 And, you know, you guys are making decisions that are going  
19 to affect a bunch of people. So, you know, you always hear  
20 about when you messed and not when you've done a good job.  
21 So I don't argue with you on your caution on this, but I do  
22 think it is letting a lot of great sites go unused because  
23 the way the ordinance is written.

24                   MR. DAIGLE: On that note, I was going to  
25 ask. Did you come across any properties that were for sale



1 in any of these areas that are identified as green?

2 MR. SCRUGGS: I did not ride around and look,  
3 no, sir, I did not. I wish I could have had time, but I've  
4 been up and down the roads.

5 MR. DAIGLE: Right. Just curious. Okay.  
6 Thank you.

7 MR. SCRUGGS: If you know of any that are  
8 for sale, let me know, though.

9 MR. DAIGLE: Right, yeah.

10 MR. JONES: Anyone else?

11 MR. SCRUGGS: Thank you.

12 MR. JONES: Thank you, Mr. Scruggs.

13 Are there anyone else for this? Are there  
14 anyone else for it? Are there anyone else for it?

15 Are there anyone against it?

16 MS. HENDERSON: Hi. My name is Tiffany  
17 Henderson. My address is 1212 32nd Avenue.

18 I live on the street just behind the proposed  
19 location for this particular one that Mr. Sullivan was  
20 speaking about.

21 Our property is actually 500 -- within the  
22 500 feet of this location. We share an alleyway.

23 And he made a comment about we have yet to  
24 make an argument. We've been in and out of these meetings,  
25 in and out of these meetings. They're trying to wear us

1 down.

2 I appreciate the comment that you made. They  
3 did a land grab. They did it before anything was decided by  
4 the city. And now they want to bully their way and go ahead  
5 and open up this location when they're right behind us.

6 So the fears that we have -- there are no  
7 fears. I voted for medical marijuana. I absolutely agree  
8 with it. I just don't want it right directly in our  
9 neighborhood.

10 And we don't really have any fears, but the  
11 thing is let's just look at the history of other states. It  
12 goes from medical to recreational. He's making the argument  
13 that this is all -- you know, they have to have a card and  
14 they have to have this. I recognize that. But what happens  
15 when they don't?

16 And then in addition to that, we have some  
17 people who have invested a lot of money in having some Air  
18 B&Bs and vacation rentals just two doors over. What happens  
19 to those investors whenever some family comes in to visit  
20 our city, rents one of their locations, and says, oh, my  
21 gosh, there's a medical dispensary, a marijuana dispensary,  
22 right next door. And it hurts their business.

23 And so there's other concerns. And, you  
24 know, they made an argument saying that's our neighborhood,  
25 too. They don't live in our neighborhood. The only people

1 that have come to speak on their behalf, they do not live in  
2 our neighborhood, some of them don't even live in the City  
3 of Gulfport.

4                   And so there's really no fear. We're just  
5 trying to protect the integrity of our neighborhood. A lot  
6 of money has gone in there. People have cleaned it up.  
7 There's properties being cleaned up. A lot of money and  
8 work has gone into that neighborhood. It's a historic  
9 neighborhood. Some of us -- some have lived there a long  
10 time. Others are in their seventies and born in their  
11 homes.

12                   So anyhow, I am against any amendment that is  
13 going to allow them for this particular location because  
14 that's all they're looking to do is to try to save their  
15 investment and get into this particular location at the old  
16 Lutheran church on 31st Avenue.

17                   And that's all. Thank you.

18                   MR. JONES: Thank you.

19                   Are there anyone else for this -- against  
20 this?

21                   MR. LILES: Hello. My name is Dustin Liles.  
22 I live at -- well, my family and I live at 1205 32nd Avenue.  
23 I was here last meeting.

24                   I have one of the same things. This time  
25 hopefully I'll be a little more brief.



1                   But one of the arguments he made or we heard  
2 tonight was that, well, there's going to be too much  
3 competition and we'll put people out of business. That's a  
4 terrible argument for capitalism which is what we have in  
5 the United States. If a business can't keep themselves  
6 open, then obviously they're probably in the wrong business.

7                   We have all of this property, yet we have not  
8 seen stampedes to the few dispensaries that we have opened  
9 up. So as far as the need, I think that it's not there yet.  
10 I'm with you guys. I think we have to see what's going to  
11 happen because allowing one industry to come in and bully us  
12 into changing our entire city and not be able to get that  
13 back is just like a floodgate. You open it up, you can't  
14 pull all that water back in. That's what's happening here.

15                  So I appreciate you guys being cautious  
16 because you completely described us as the citizens who live  
17 within that small area or right next to a T4+ area that  
18 they're going to change and nearly double the size of the  
19 areas that they can work in.

20                  But I also found it kind of refreshing on the  
21 27th of February, the Sun Herald ran a news article, and in  
22 it they quoted the Greenwise Cannabis Company saying that  
23 our city was easy to work with, they were able to open a  
24 business because they followed the rules. They came in, and  
25 they did it the right way.

1                   So we can see that we are successful in  
2 allowing medical cannabis here. And they always like to --  
3 the people that are for this always like to say, oh, you're  
4 stifling the 83 percent. Just like Tiffany who just spoke,  
5 I'm one of the 83 percent who voted for this, but I am also  
6 not (sic) against allowing our city to be completely changed  
7 and rearranged by people who are just trying to make money  
8 and not pay attention to the citizens, actually listening to  
9 the citizens.

10                   So I appreciate your time. And thank you for  
11 what you guys are doing in trying to be cautious and make  
12 our city the best it can be.

13                   MR. JONES: Thank you.

14                   Are there anyone else against this?

15                   MS. BENNETT: Good afternoon. My name is  
16 Neiani Bennett. I live at 1219 32nd Avenue. I've been in  
17 that home for 29 years. It's a wonderful neighborhood.  
18 It's a peaceful neighborhood. Great neighbors.

19                   And I was here at the 23rd, the planning  
20 commission meeting on the 23rd and voiced my opinion that I  
21 was against this because, you know, the City of Gulfport is  
22 very important to us. We love the city. And our  
23 neighborhood is in the historical district. And I don't  
24 think that this is the proper place for this dispensary to  
25 be located.

1 I know all of my neighbors, and I know all of  
2 my neighbors do not want the dispensary there. We have  
3 young children in the neighborhood. And it's just not I  
4 think a place for this type of business to be.

5 I voiced my opinion then that Triplett &  
6 Day's drug store, that property is available. It's right on  
7 49. It was a drug store for -- what? -- 60 years. It would  
8 be a perfect place for a dispensary because it has bus  
9 service and everything for it.

10 But where they purchased that property, as  
11 y'all said, they put the cart before the horse because hey  
12 didn't look into it, get it approved before they purchased  
13 it, and that's their bad, as far as I'm concerned.

14 But I would appreciate your taking my opinion  
15 as I'm just not in favor of this. I just don't think it's a  
16 place for a dispensary.

17 And that's all I have to say really. Thank  
18 you so much.

19 MR. JONES: Thank you. They have a question.

20 MR. HANCOCK: Are you located -- is your home  
21 located near the dispensary that they want to put in? Is  
22 that what you're saying?

23 MS. BENNETT: Yes, on 32nd Avenue.

24 MR. HANCOCK: I heard somebody else make the  
25 comment that they were within 500 feet. And I guess the



1 question for staff is I thought that within 500 feet of a  
2 residence would make the property unavailable for this type  
3 of business anyway.

4 MS. BENNETT: Well, I'm closer than 500 feet.

5 MR. HANCOCK: I don't know if we can get some  
6 clarification from the staff on that.

7 MS. FEATHERTON: So it looks like the zoning  
8 text amendment that was being asked for in the application  
9 is actually removing that plus and minus from the T4+ and  
10 allowing it -- that would remove that 500 feet from the  
11 residential use.

12 MR. HANCOCK: If we add those zones it  
13 removes the 500 foot rule?

14 MS. FEATHERTON: Yeah, because they're asking  
15 for the T4+, R-B.

16 MR. HANCOCK: Okay.

17 MS. BENNETT: I can see the back of that  
18 church if I go just to the north of my property to my  
19 neighbor's property, I can see the back of that church from  
20 there. 32nd Avenue, that church is located on 31st. And  
21 the blocks are not that -- you know, we don't have real long  
22 blocks between 32nd and 31st.

23 So, I mean, it's very close to our  
24 neighborhood. That location is very close.

25 And it's just not, to me, the proper place

1 for that type of business to be located.

2 MR. JONES: Thank you, Ms Bennett.

3 MS. BENNETT: Thank you.

4 MR. JONES: Are there anyone else against it?

5 MS. TAPPAN: Jo Tappan, 3428 Clark Boulevard,  
6 Gulfport 39501.

7 I am against the case. The request for this  
8 one location 1301 31st Avenue would open all T4+ zones for  
9 the whole city to allow retail and wholesale trade of  
10 medical cannabis.

11 I am concerned for the effect this would have  
12 on the community, the neighborhood. There's been a lot of  
13 smirking about the neighborhood. I don't know why they  
14 think that that's funny. It's a historical neighborhood.  
15 It was -- we're not supposed to be talking about residents  
16 so much, but it is a historical neighborhood. It was  
17 recognized in 2016 by FEMA.

18 There is a big history of the houses, the  
19 architecture, and actually historical references to the  
20 people that live there. Some mayors, teachers, all kind of  
21 people.

22 The text amendment states that there is  
23 simply too few locations available. Now we know that there  
24 were five. We know now there are six.

25 The request says that owners -- it purports

1 that owners of a property that we purchased during time when  
2 both municipal guidance was lacking or non-existent in  
3 Gulfport and properties that would even comply with the  
4 strident state requirements of S.B. 209 or the Mississippi  
5 Medical Cannabis Act and its 1,000 foot setback  
6 restrictions, we had extremely few options.

7           In a May 3, 2022, WLOX news report and video,  
8 titled D'Iberville Opts Out of Medical Marijuana, Gulfport  
9 Discusses Possible Regulations. And in this report where  
10 D'Iberville opts out unanimously, they say we think -- Mayor  
11 Rusty Quave said we think a slower more methodical approach  
12 to a decision like this is in the best interest of all  
13 involved.

14           I'm not concerned with D'Iberville. But  
15 everybody keeps saying that Gulfport has all these problems.  
16 The same article Gulfport had prepared a -- the Gulfport  
17 City Council discussed a 40 page long proposed ordinance,  
18 May 3, 2022.

19           The applicant's warranty deed for the  
20 purchase of this 1301 31st Avenue is dated, it's in your  
21 packet, it's dated June 8, 2022.

22           The purchasers could have chosen to extend  
23 the closing date until the city had finalized the ordinance.  
24 If they did not have the knowledge with their realtors or  
25 something, I don't know why everything is supposed to be



1 everybody else's fault.

2           The purchasers could have chosen to extend  
3 the closing date until the city had finalized the ordinance.  
4 They did not do that.

5           I'd like to thank you for your time and  
6 consideration.

7           I also think that selective outrage has been  
8 put on the City of Gulfport, the planning commission, the  
9 mayor, the residents of the neighborhood of southwest  
10 historic.

11           MR. JONES: Any questions of Ms. Tappan? Any  
12 questions or comments?

13           Okay. Thank you, Ms. Tappan.

14           MS. TAPPAN: Thank you.

15           MR. JONES: Are there anyone else against  
16 this? Are there anyone else? Okay.

17           MS. ANDRE: Good evening. My name is Kay  
18 Andre. I live at 623 Woodward Avenue, Gulfport.

19           I'm against this rezoning. It protects us  
20 now from mistakes of a corporation.

21           Thank you all for letting it to understand  
22 how we need to protect our neighborhoods. It's an old  
23 neighborhood. It's got a lot of history to it. And there  
24 are plenty other places where these things can be located.

25           If they would have done their homework, they

1 wouldn't have bought all this property before everything was  
2 taken -- they put the cart before the horse like you said.

3           Thank you for your time. I have nothing to  
4 add to it that more eloquent speakers have already said.

5           MR. JONES: Thank you.

6           MS. ANDRE: Thank you.

7           MR. JONES: Are there any one else against  
8 it?

9           MR. MCCOWN: I'm William J. McCown. I live  
10 at 702 Camp Avenue in Gulfport.

11           This request for a text amendment today is  
12 very similar to a prior case that the planning commission  
13 has already turned down. The difference being the B-1  
14 zoning that was referred to is not included in this one.

15           Curiously, though, the property that I will  
16 refer to as the church parcel is included in all of these,  
17 yet a lot of the explanation comes across as though they  
18 want to open up a lot of the city. But every time the cost  
19 of operating the purchased parcel comes up in their  
20 testimony. And that's curious to me. I think it's a veiled  
21 attempt to include the church as an individual parcel but,  
22 of course, they can't do that; that would be spot zoning.

23           These changes, they've said that they desire  
24 for certain people walk-up service. They say that there's  
25 this business difficulty. But a lot of that is brought on

1 by, as it was pointed out, the fact that they purchased  
2 rather than setting up an option whenever that transaction  
3 occurred.

4                   You can't create your own hardship, and yet  
5 that's exactly what has been done.

6                   These zonings that they want to include in  
7 this proposal, the T4+ and the R-B, they all include  
8 residential. And I think it was just brought out, I was  
9 going to ask the question, and I want to ask it to make sure  
10 that it's part of the record. Am I correct that this -- I  
11 read it, and it does not even mention the within 500 feet  
12 stipulation in the current ordinance.

13                   If this was accepted, would it get rid of  
14 that 500 feet within a residence? That's a question that  
15 you may need to ask someone else.

16                   MR. HEWES: Can you all answer that, please,  
17 someone from planning?

18                   MS. FEATHERTON: Yes, that is what the  
19 request is for, to remove the plus/minus. This is the part  
20 of the ordinance is the one that would allow them to now  
21 make the transect zone by planning commission approval for  
22 any medical dispensary and then also remove that 500 foot  
23 residential buffer.

24                   MR. HEWES: Thank you.

25                   MR. MCCOWN: So it would allow that. And



1 that would become a -- if approved -- would become a by  
2 right situation. Those properties that are in these  
3 residential areas would no longer be protected by that  
4 situation which was set up by the Gulfport City.

5           Since it excludes that, it's been brought out  
6 that this is broad, broad because the T4+ and the R-B are  
7 broad areas within Gulfport. The fact that that 500 feet  
8 would be removed makes it even more significant.

9           That significance should not be lost on  
10 y'all. In the acceptance of this, not only are you  
11 accepting that these large areas would be included, but all  
12 of the residents in these would no longer have that  
13 stipulation applying to them.

14           I'm wondering going forward if it was  
15 accepted, would those residents be notified since there  
16 would be no real need to notify them, it would just come to  
17 the planning commission situation, and there would be no  
18 public notification because of a distance situation any  
19 more.

20           I ask you to deny this based on several  
21 levels here. The broadness of it, the newness of it, and  
22 the fact that it brings these impacts on all the residential  
23 situations that exist in the T4+ and the R-B.

24           Are there any questions for me?

25           Thank you for your time.

1 MR. JONES: All right. Thank you.

2 Are there anyone else against this? Are  
3 there anyone else against this? Are there anyone else  
4 against this?

5 All right. Commissioners, you have heard the  
6 one that was for it and the one that was against it. If no  
7 other comments, I would like to entertain a motion at this  
8 time.

9 MR. HEWES: Mr. Chair, I move that we deny  
10 this request to change our city ordinance. And one of the  
11 main reasons is because their request is to eliminate the  
12 500 feet from anybody's home. And also I do think along  
13 with what Mr. Hancock stated, it is too early to make this  
14 broad of a change to an ordinance that the city worked long  
15 and hard on. And that's my motion.

16 MR. JONES: Do we have a second?

17 MR. HANCOCK: I'm going to second. And I've  
18 got -- I still want to get clarification on the 500 --

19 MR. JONES: All right. It's been motioned  
20 and properly second that we deny the building at this time.

21 We're now open for questions, concerns, or  
22 comments.

23 MR. HANCOCK: So I guess my question again  
24 is, and I asked it and the last gentleman asked it, and you  
25 answered it the same both times. What I see in their

1 request is to add zones to the cannabis dispensary district.  
2 I don't see anywhere in their request where they're asking  
3 to eliminate the 500 foot requirement. Am I missing that or  
4 just misunderstanding?

5 MS. FEATHERTON: When you remove that  
6 plus/minus, you're removing that planning commission  
7 approval because you're removing 500 feet to a residential  
8 district.

9 MR. HANCOCK: When you say removing the  
10 plus/minus, what do you mean by that exactly?

11 MS. FEATHERTON: In the ordinance that was  
12 passed for medical cannabis, it is a plus/minus under the --  
13 if it's allowed by right, planning commission approval, that  
14 plus/minus indicates that it's in the 500 foot residential  
15 use zoning. And so therefore it would have to come to you  
16 all for planning commission approval.

17 By removing that, then it would no longer  
18 have to come to y'all for planning commission approval. It  
19 would be allowed by right.

20 MR. PEMBERTON: I guess I'm also a little  
21 confused because in the green areas that it's currently  
22 allowed, that 500 feet applies, correct?

23 MS. FEATHERTON: Yes, because it has the  
24 plus/minus. But if you're asking to remove that --

25 MR. PEMBERTON: Could this be approved



1 without removing the plus/minus?

2 MS. FEATHERTON: This board has the ability  
3 to modify or amend the request.

4 MR. PEMBERTON: So we can in theory approve  
5 it but allowing the 500, and then they'd have to come back  
6 and to his point the residents would have to be notified in  
7 the event if we left that 500 feet, is that correct?

8 MS. FEATHERTON: I think there's discussion  
9 going on, so I'll get back to you.

10 MR. HOLMES: I would prefer if you all didn't  
11 do that just because of how controversial this is. I would  
12 love to be able to advertise that property and make sure  
13 that people get proper notice and due process.

14 MR. PEMBERTON: But I don't think the intent  
15 unless I'm missing something what they've applied for is to  
16 remove the plus or minus 500 feet.

17 MR. HOLMES: But how would it work?

18 MR. PEMBERTON: Just like the other area is,  
19 the green area on the map, if it's within 500 feet of a  
20 church or a residence, you have to come for planning  
21 commission approval, right?

22 MR. DAIGLE: But they have to do that anyway.

23 MR. HOLMES: Yeah, you have planning  
24 commission approval anyway. But the other areas are by  
25 right. The other areas that are B-1 and B-2 -- excuse me --

1 B-2 and B-4 are by right. And that's additional on top of  
2 that.

3 In this case, you need planning commission  
4 approval in T4+ to have it, you know, so there was no  
5 mention of that.

6 So are we talking about getting planning  
7 commission twice? I mean, I don't understand.

8 MR. PEMBERTON: I guess I'm just totally  
9 confused.

10 MR. HOLMES: Yes, that's what I'm saying.  
11 You'd be getting planning commission twice in essence. And  
12 you already have to come before the body after the approval  
13 the first time, you know, if y'all so choose to go in that  
14 direction.

15 So in essence you'd be asking them to get it  
16 twice.

17 MR. PEMBERTON: Well, we'd also be saying  
18 that if it was in a T4+ and we approved the T4+ area and  
19 it's not within 500 feet it's allowed, yes, by right. But  
20 if it's within 500 feet of a residence, then it would have a  
21 problem.

22 MR. HOLMES: But it would require PCA  
23 regardless if it's, you know, by residential. That's what  
24 they're asking for just regardless of PCA.

25 MR. JONES: Okay.

1 MS. FEATHERTON: Also R-B zones, also. So  
2 it's not just T4+, it's also your residential business zones  
3 where those zones occur out throughout the city.

4 MR. JONES: Are we now ready to vote? All in  
5 favor to deny raise your hand, all in favor to deny.

6 THE COURT REPORTER: Could you do a roll call  
7 so I can get it right?

8 MR. JONES: Yes.

9 MR. HEWES: Deny.

10 MR. JONES: Prince Jones, Mr. Hewes, Mr.  
11 Hancock.

12 MR. HANCOCK: Deny.

13 MR. JONES: Okay.

14 MR. HANCOCK: Approve the motion to deny .

15 MR. JONES: Okay. I deny where I didn't have  
16 to.

17 All right. The ones that's for it.

18 THE COURT REPORTER: We didn't get them all.

19 MR. DAIGLE: Deny .

20 MR. JONES: We've got one.

21 MR. HEWES: So let me make it clear. We're  
22 not denying the motion, we're denying the request.

23 MR. JONES: We're denying the request.

24 MR. HANCOCK: We're in favor of the motion.

25 MR. JONES: Okay. We've got one for it and



1 everybody else against it.

2 (Pemberton votes not to deny.)

3 MR. JONES: So the motion passed to deny.

4 And good luck to everyone on it.

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

2302PC016

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 43 pages constitute a true and correct transcription of said hearing held on the 23rd day of March 2023.

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

Witness my signature this the 2nd day of April  
2023.

NORMA JEAN LADNER SOROE, CSR #1297  
Certified Shorthand Reporter



# Memorandum – City of Gulfport

## PUBLIC WORKS AND ENGINEERING

**To:** Leonard Papania, CAO

**CC:** Todd Harman, CPA, Director of Finance  
Tyler Gentry, Assistant Director of Public Works – Operations  
Samantha Sherrill, HR Manager  
Legal Department

**From:** Wayne E. Miller, P.E., Director of Public Works and Engineering

WEM

**Date:** 06/07/2023

**Re:** Request to re-fill the soon to be vacant Public Works Inspector position

---

The Department of Public Works and Engineering is requesting council approval to re-fill the soon to be vacant position of Public Works Inspector (Grade 111) that is currently held by an employee that is set to retire on June 30, 2023. This position does daily inspections on the streets and drainage construction crews and performs inspections on routine work.

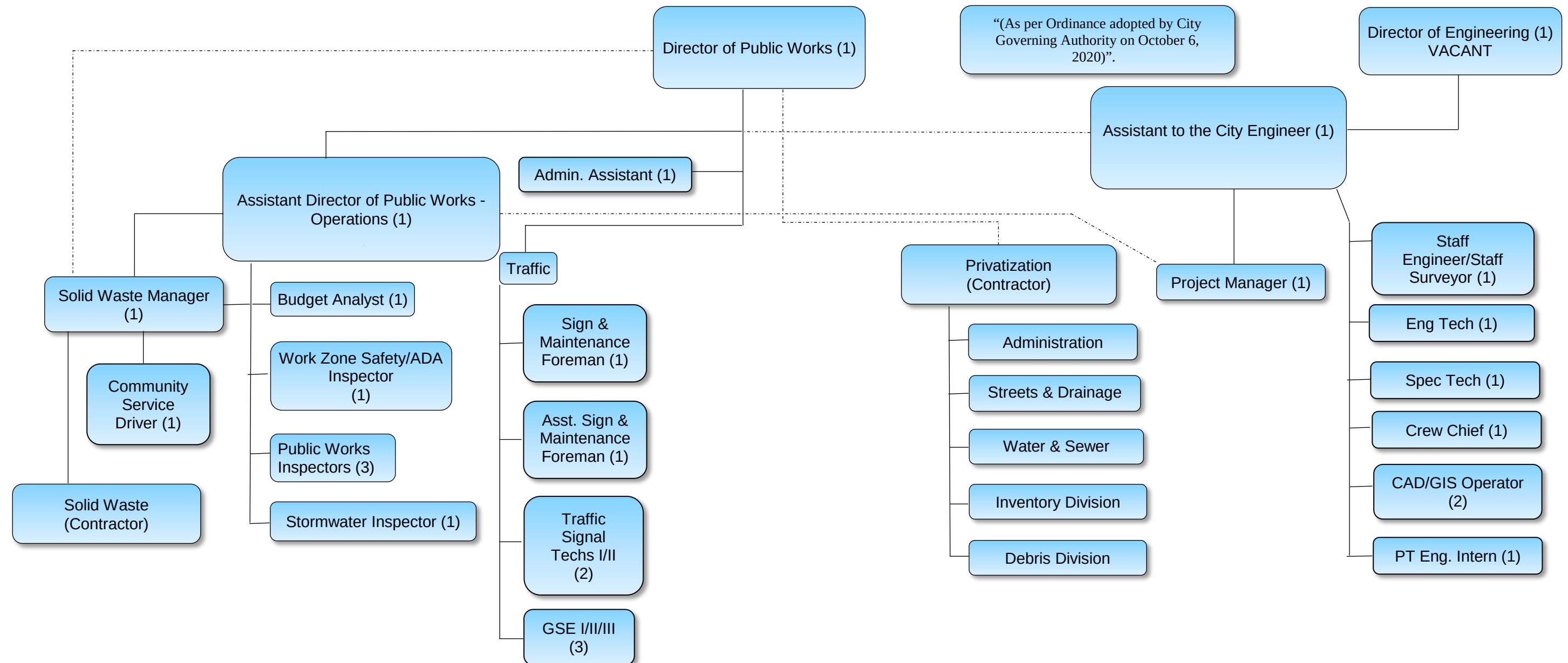
I recommend approval to re-fill this Public Works Inspector position.

**Attachments:** 1. Personnel Action Notice dated 06/07/2023  
2. Personnel Requisition Form dated 06/07/2023





# FY 2023 Department of Public Works/Engineering



Revised 11/10/2022

1. The Department of Public Works is hereby established and shall be headed by a director who shall be appointed and shall serve pursuant to the provisions of Miss. Code Ann. 1972, Section 21-8-23. **If the position of Director of the Department of Engineering is vacant, the Director of the Department of Public Works shall simultaneously head the Department of Engineering until such time as this other director position is no longer vacant.**
2. The Department of Engineering is hereby established and shall be headed by a director who shall be appointed and shall serve pursuant to the provisions of Miss. Code Ann. 1972, Section 21-8-23. **If the position of Director of the Department of Public Works is vacant, the Director of the Department of Engineering shall simultaneously head the Department of Public Works until such time as this other director position is no longer vacant.**



## Human Resources

P.O. Box 1780  
Gulfport, MS 39502  
Phone: 228-868-5831  
Fax: 228-868-5722

**MEMO TO:** City Council  
Mayor, Billy Hewes  
Chief Administrative Officer, Leonard Papania  
City Attorney, Jeff Bruni

Human Resources  
1422 23<sup>rd</sup> Ave  
Gulfport, MS 39501

**FROM:** Samantha S. Sherrill, Human Resources Manager

**RE:** Ordinance to re-fill Public Works Inspector Position

**DATE:** June 8, 2023

---

The Director of Public Works and Engineering with the approval of the Chief Administrative Officer is requesting to re-fill (fund) the Public Works Inspector position to Grade 111 step 12 at \$41,848.97. Grade 111 goes from \$37,182.27-\$55,359.33. This position will be vacated on June 30<sup>th</sup> 2023.

Please provide an ordinance to create a new position, as it meets the Council's \$55,000 rule. The position that will be vacated on June 30<sup>th</sup>, 2023 will be automatically defunded.



**City of Gulfport, Mississippi**  
Job Description



## **Public Works Inspector (PWIN)**

Department: 311 - Streets & Drainage

EEO Class: Technical

Grade: 111

Date Revised: 03/11/2022

FLSA Status: Non-Exempt

Date Approved:

### **Position Overview**

This Public Works Inspector is responsible for monitoring, inspecting and the overall performance evaluation of the of the labor contractors for the Streets & Drainage Division operations for the City of Gulfport. The Public Works Inspector also ensures that all procedures and materials comply with contract requirements and the City's construction standards.

### **Essential Job Functions**

Essential duties and functions, pursuant to the Americans with Disabilities Act, May include the following as well as their related duties that may be assigned.

- Inspects the construction of streets and drainage pipelines; pump stations, storage facilities, access roads, structures, and appurtenances to assure that all phases of work are in compliance with plans, specifications, and City's construction standards.
- Inspects materials and equipment delivered to job sites for conformance with plans & specifications, and established construction standards and codes
- Inspects for proper installation of materials and equipment and check line and grade.
- Reviews plans for compliance with specifications and proper size pipes and location of valves and manholes.
- Participates in bond and warranty inspections, prior to city acceptance; and in final inspections of projects to ensure all work and is completed by City, State and Federal standards.
- Performs specialized inspections on transmission mains, tanks, etc. as required.
- Inspects street cuts made for utility purposes.
- Responsible for notifying Project Engineers and/or Contractors in the event that work methods or materials are not in accordance with plans & specifications. Serves as a liaison between Contractors and Engineers.
- Responsible for keeping accurate/ detailed records on work progress and submits required reports to the Director.
- Attends pre-construction meetings, bid openings, and plan checks as required.
- Functions as a Damage Assessment Representative for the Department in times of a natural or manmade disaster such as hurricanes, tropical storms or tornados.
- Responds to inquiries or complaints on water and sewer Issues, and when necessary performs an on-site visit with residents.



- Attends City Council and civic town or community meetings as required.
- Responds to after hour calls for project problems or Departmental emergencies.

### **Knowledge, Skills and Abilities**

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

- A thorough knowledge of construction and maintenance methods, materials and equipment as employed in municipal public works operations is required.
- Must have above average math skills including the ability to add, subtract, multiply and divide.
- Must possess strong verbal and written communication skills.
- Must possess typing and computer skills and have the ability to demonstrate proficiency with Microsoft Word, Power Point, and Outlook.

### **Education and Experience**

High school diploma or equivalent. Minimum 10 years experience in the area of public works maintenance and operations, including, supervisory and administrative experience.

### **Required Licenses or Certificates**

Must possess valid State of Mississippi driver's license.

### **Physical Demands and Working Conditions**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical requirements include the occasional lifting/carrying of 50+ pounds; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate field tools, computers and basic office equipment. Subject to sitting, standing, reaching, walking, twisting and kneeling to perform the essential functions. Working conditions are both indoors and outdoors, in rain and the heat of summer.

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 APPROVE AND APPOINT MISSISSIPPI MUNICIPAL LEAGUE 2023 VOTING  
DELEGATES FOR THE CITY OF GULFPORT, AND FOR RELATED PURPOSES**

**WHEREAS**, the Mississippi Municipal League by-laws provide for a ballot election, conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a Second Vice President; and

**WHEREAS**, in accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) of the City of Gulfport for the 2023 Mississippi Municipal League election to be held at the annual convention in June 2023, are as follows:

Voting Delegate:            Councilman Ron Roland

First Alternate:            Councilman Richard Kosloski

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

**SECTION 1.** That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

**SECTION 2.** That, in accordance with the by-laws of the Mississippi Municipal League, the voting delegate(s) for the City of Gulfport for the 2023 Mississippi Municipal League election to be held at the annual convention on June 26-28, 2023, are as follows:

Voting Delegate:            Councilman Ron Roland

First Alternate:            Councilman Richard Kosloski

**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 \_\_\_\_\_, 2023.

**(SEAL)**

**ATTEST:**

**ADOPTED:**

\_\_\_\_\_  
**CLERK OF THE COUNCIL**

\_\_\_\_\_  
**PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**MAYOR**



There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, the following Resolution:

**RESOLUTION OF THE CITY OF GULFPORT, MISSISSIPPI, ESTABLISHING AN EMERGENCY MEDICAL SERVICE DISTRICT, AND FOR RELATED PURPOSES**

**WHEREAS**, the governing authorities of a municipality may act separately to establish an emergency medical service district (hereinafter “EMS District”) to provide emergency hospital care and ambulance services for an area composed of all or part of the geographical area under its jurisdiction (see Mississippi Code Annotated, § 41-59-51 (Rev. 2013, as amended); and

**WHEREAS**, to establish an EMS District, the municipal governing authorities shall set forth and declare their intention to establish an EMS District and shall describe the following (see Mississippi Code Annotated, § 41-59-53 (Rev. 2013, as amended)):

- A. The defined area to be served.
- B. The emergency medical services to be provided.
- C. The allocation of any expenses for such services among the participating subdivisions.
- D. The form of administration for the district; and

**WHEREAS**, accordingly, the City of Gulfport, Mississippi, hereby sets forth and declares its intention to establish an EMS District within the City of Gulfport and further sets forth and declares the following:

- A. *The defined area to be served.* The defined area to be served shall be that geographical area found within the corporate boundaries of the City of Gulfport as now and may hereafter exist.
- B. *The emergency medical services to be provided.* The emergency medical services to be provided shall include and consist of basic and advanced life support ambulance services and related emergency services.

- C. *The allocation of any expenses for such services among the participating subdivisions.* As the City of Gulfport shall be the only political subdivision participating in the EMS District, all expenses associated therewith shall be borne by the City of Gulfport, Mississippi.
- D. *The form of administration for the district.* The form of administration for the district shall be the City of Gulfport, Mississippi, by and through its duly and unanimously appointed executive manager who position shall be titled Emergency Services Coordinator (hereinafter, "ECS"). In conjunction therewith, the Emergency Services Coordinator shall develop protocols and the City of Gulfport, Mississippi, will enter into an Advanced Life Support Ambulance Service agreement with a qualified provider which will address and include but not be limited to the following:
  - A. Manpower.
  - B. Training.
  - C. Communications.
  - D. Transportation.
  - E. Facilities.
  - F. Critical care units.
  - G. Public safety agencies.
  - H. Consumer participation.
  - I. Access to care.
  - J. Patient transfer.
  - K. Coordinated patient recordkeeping.
  - L. Public information and education.
  - M. Review and evaluation.
  - N. Disaster plan.
  - O. Mutual aid; and

**WHEREAS**, the EMS District created herein is authorized to receive and expend funds from any source for the proper use and manner provided by law for municipalities, and the City of Gulfport may expend funds from any source for the necessary and proper support of the EMS District created hereunder and may expend such funds by making a lump sum payment to the ESC (see Mississippi Code Annotated, § 41-59-57 (Rev. 2013, as amended)); and

**WHEREAS**, the EMS District created herein is authorized to borrow funds in anticipation of tax receipts otherwise provided by law (see Mississippi Code Annotated, § 41-59-59 (Rev. 2013, as amended)); and

**WHEREAS**, the duly promulgated Bureau of Emergency Medical Services Regulations of the Mississippi Department of Health (Title 15, Part 12, Subpart 31), as may be applicable, are hereby incorporated herein in their entirety and the City recognizes and assents to their applicability and the applicability of any amendments or additions thereto as may be duly and properly adopted; and

**WHEREAS**, the City of Gulfport, Mississippi, having declared its intent to create an EMS District, hereby acknowledges all applicable statutes and regulations as provided herein, and shall insure compliance and adherence to the same, and any statutes and regulations as may be amended or adopted hereafter, by and through its ESC.

**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, Mississippi hereby establishes an EMS District comprising the current and any future expanded corporate boundaries of the City of Gulfport, Mississippi, in accordance with and in adherence to all applicable statutes as provided herein and otherwise applicable, and all applicable regulations as provided herein or otherwise applicable.

**SECTION 3.** That this Resolution shall be in effect immediately upon passage and it shall be spread upon the minutes of the Gulfport City Council and a copy shall be provided to the Mississippi Department of Health.



The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_,  
seconded by Councilmember \_\_\_\_\_, and was adopted by the following roll call vote:

**AYES**

**NAYS**

**ABSENT**

**WHEREUPON**, the President declared the Resolution adopted, this the \_\_\_\_\_ day of  
\_\_\_\_\_, 2023.

(SEAL)

**ATTEST:**

**ADOPTED:**

\_\_\_\_\_  
**CLERK OF THE COUNCIL**

\_\_\_\_\_  
**F. B. "RUSTY" WALKER, PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the  
\_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**BILLY HEWES, MAYOR**

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AWARD TO WASTE PRO OF MISSISSIPPI, INC., FOR RESIDENTIAL AND LIGHT COMMERCIAL GARBAGE AND RECYCLING COLLECTION AND TRANSPORT, SUBJECT TO FINAL CONTRACT NEGOTIATION, AND FOR RELATED PURPOSES**

**WHEREAS**, the city desires to enter into a six (6) year contract for solid waste (i.e., garbage and recycling) and recycling collection, transport and disposal services (hereinafter, “the services”) for residential and light commercial customers and sought proposals from interested vendors to provide the services to the solid waste customers (residential and light commercial) of the City of Gulfport; and

**WHEREAS**, pursuant to authority of the City Council, the City solicited proposals for the provision of the services and received proposals from three (3) vendors; and

**WHEREAS**, after thorough evaluation of the three (3) proposals received, the selection committee and the purchasing manager recommend that a six (6) year contract for provision of the services be awarded to Waste Pro of Mississippi, Inc., subject to a contract being finally negotiated and presented to the City Council for approval; and

**WHEREAS**, the Council finds it is in the best interest of the City to award the contract for the aforementioned services to Waste Pro of Mississippi, Inc., and to authorize the administration to negotiate a contract with Waste Pro of Mississippi, Inc., in accord with the pricing proposal of Waste Pro of Mississippi, Inc., which is attached hereto as a part of Exhibit “A”, at \$13.98/month per unit, and to bring that contract forward for consideration by the City Council at a forthcoming Council meeting.

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

**SECTION 1.** That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

**SECTION 2.** That the award to Waste Pro of Mississippi, Inc., of a six (6) year contract for the services outlined herein and in Exhibit “A” hereto, be and the same is hereby approved, subject to final contract negotiation; and the administration be and it is hereby authorized to negotiate a final contract with Waste Pro of Mississippi, Inc., at \$13.98/month per unit to be presented to the City Council for approval.

**SECTION 3.** That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by \_\_\_\_\_, seconded by \_\_\_\_\_, and was adopted by the following roll call vote:

**AYES**

**NAYS**

**ABSENT**

**WHEREUPON,** the President declared the motion carried and the Resolution adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 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**



**PURCHASING  
DEPARTMENT**

P.O. Box 1780  
Gulfport, MS 39502  
Phone: 228-868-5705  
Fax: 228-868-0223

William H. Hardy Building  
1410 24<sup>th</sup> Ave. 2<sup>nd</sup> Floor  
Gulfport, MS 39501

**MEMORANDUM**

TO: City Councilmembers  
Mayor Billy Hewes

FROM: Jessica Versiga, Purchasing Agent

DATE: June 12, 2023

RE: RFP - Collection and Disposal of Residential and Light  
Commercial Garbage, Recycling and/or Trash Waste

---

The Purchasing Department received three proposals for the above referenced project on April 11, 2023. The RFP committee meet on April 20, 2023 to discuss and grade the proposals. Attached is the tabulation sheet of their scores. Also attached is the tabulation sheet of the base price, alternates and additives that were bid on by the proposers.

I recommend awarding the residential collection to Waste Pro. Thank you for your consideration.

| RFP Evaluation Form - Collection and Disposal of Residential and Light Commercial Garbage,<br>Recycling and / or Trash Waste                                                                                               |            |                  |            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------------|------------|
| Evaluator Final                                                                                                                                                                                                            | Waste Pro  | Waste Management | H20        |
| <b>Evaluation Criteria</b>                                                                                                                                                                                                 |            |                  |            |
| <b>Technical Requirements</b> (attached)                                                                                                                                                                                   | 60         | 53               | 38         |
| <b>Qualifications of the Contractor</b><br>1. History<br>2. Specific experience of personnel assigned to the project<br>3. reference review of the firm and the project<br>4. Satisfactory performance on similar projects | 80         | 38               | 52         |
| <b>Approach and understanding of the project,</b><br>including Operational Startup Plan, Recycling Plan, Staffing<br>and Facilities                                                                                        | 80         | 79               | 45         |
| <b>Oral Presentations</b>                                                                                                                                                                                                  | 40         | 40               | 40         |
| <b>Pricing</b>                                                                                                                                                                                                             | 140        | 84               | 20         |
| <b>TOTAL SCORE</b>                                                                                                                                                                                                         | <b>400</b> | <b>334</b>       | <b>203</b> |
|                                                                                                                                                                                                                            |            |                  |            |



| Base Price |           | Residential and Light Commercial twice weekly                                                                 | Waste Pro | Waste Management | H2O      |
|------------|-----------|---------------------------------------------------------------------------------------------------------------|-----------|------------------|----------|
|            |           |                                                                                                               |           |                  |          |
|            | Option 1A | Utilizing rear load collection trucks                                                                         | \$16.39   | \$34.62          | \$100.00 |
|            | Option 1B | Utilizing side load collection trucks                                                                         | \$13.98   | \$21.17          | \$100.00 |
|            | Option 1C | No truck requirement                                                                                          | \$15.19   | \$21.17          | \$100.00 |
|            |           |                                                                                                               |           |                  |          |
| Add No. 1  |           | <b>Addition of Collection and Disposal of Trash Waste w/ 90 gallon container one time weekly</b>              |           |                  |          |
|            | Option 1A | Utilizing rear load collection trucks                                                                         | \$6.27    | No Bid           | No Bid   |
|            | Option 1B | Utilizing side load collection trucks                                                                         | \$4.79    | No Bid           | No Bid   |
|            | Option 1C | No truck requirement                                                                                          | \$5.53    | No Bid           | No Bid   |
|            |           |                                                                                                               |           |                  |          |
| Add No. 1  |           | <b>Addition of Collection and Disposal of Trash Waste w/ 90 gallon container two times weekly</b>             |           |                  |          |
|            | Option 2A | Utilizing rear load collection trucks                                                                         | \$8.95    | No Bid           | No Bid   |
|            | Option 2B | Utilizing side load collection trucks                                                                         | \$7.23    | No Bid           | No Bid   |
|            | Option 2C | No truck requirement                                                                                          | \$8.09    | No Bid           | No Bid   |
|            |           |                                                                                                               |           |                  |          |
| Add No. 1  |           | <b>Collection and Disposal of Trash Waste w/ 90 gallon container once monthly</b>                             |           |                  |          |
|            | Option 3A | Utilizing rear load collection trucks                                                                         | No Bid    | No Bid           | No Bid   |
|            | Option 3B | Utilizing side load collection trucks                                                                         | No Bid    | No Bid           | No Bid   |
|            | Option 3C | No truck requirement                                                                                          | No Bid    | No Bid           | No Bid   |
|            |           |                                                                                                               |           |                  |          |
| Alt No. 2  |           | <b>Collection and Disposal of Trash Waste w/ 90 gallon container in lieu of base proposal one time weekly</b> |           |                  |          |
|            | Opt 1A    | Utilizing rear load collection trucks                                                                         | No Bid    | No Bid           | No Bid   |
|            | Opt 1B    | Utilizing side load collection trucks                                                                         | No Bid    | No Bid           | No Bid   |
|            | Opt 1C    | No truck requirement                                                                                          | No Bid    | No Bid           | No Bid   |

|           |        |                                                                                                                    |                  |                             |            |
|-----------|--------|--------------------------------------------------------------------------------------------------------------------|------------------|-----------------------------|------------|
| Alt No. 2 |        | <b>Collection and Disposal of Trash Waste w/ 90 gallon container<br/>in lieu of base proposal two times weekly</b> | <b>Waste Pro</b> | <b>Waste<br/>Management</b> | <b>H2O</b> |
|           | Opt 2A | Utilizing rear load collection trucks                                                                              | No Bid           | No Bid                      | No Bid     |
|           | Opt 2B | Utilizing side load collection trucks                                                                              | No Bid           | No Bid                      | No Bid     |
|           | Opt 2C | No truck requirement                                                                                               | No Bid           | No Bid                      | No Bid     |
| Alt No. 2 |        | <b>Collection and Disposal of Trash Waste w/ 90 gallon container<br/>in lieu of base proposal one time monthly</b> |                  |                             |            |
|           | Opt 3A | Utilizing rear load collection trucks                                                                              | No Bid           | No Bid                      | No Bid     |
|           | Opt 3B | Utilizing side load collection trucks                                                                              | No Bid           | No Bid                      | No Bid     |
|           | Opt 3C | No truck requirement                                                                                               | No Bid           | No Bid                      | No Bid     |
| Add No. 3 |        | <b>Collection and Disposal of Trash Waste no additional container<br/>one time weekly</b>                          |                  |                             |            |
|           | Opt 1A | Utilizing rear load collection trucks                                                                              | No Bid           | No Bid                      | No Bid     |
|           | Opt 1B | Utilizing side load collection trucks                                                                              | No Bid           | No Bid                      | No Bid     |
|           | Opt 1C | No truck requirement                                                                                               | No Bid           | No Bid                      | No Bid     |
| Add No. 3 |        | <b>Collection and Disposal of Trash Waste no additional container<br/>two times weekly</b>                         |                  |                             |            |
|           | Opt 2A | Utilizing rear load collection trucks                                                                              | No Bid           | No Bid                      | No Bid     |
|           | Opt 2B | Utilizing side load collection trucks                                                                              | No Bid           | No Bid                      | No Bid     |
|           | Opt 2C | No truck requirement                                                                                               | No Bid           | No Bid                      | No Bid     |
| Add No. 3 |        | <b>Collection and Disposal of Trash Waste no additional container<br/>one time monthly</b>                         |                  |                             |            |
|           | Opt 3A | Utilizing rear load collection trucks                                                                              | No Bid           | No Bid                      | No Bid     |
|           | Opt 3B | Utilizing side load collection trucks                                                                              | No Bid           | No Bid                      | No Bid     |
|           | Opt 3C | No truck requirement                                                                                               | No Bid           | No Bid                      | No Bid     |
| Alt No. 4 |        | <b>Collection and Disposal of Trash Waste with no container in lieu<br/>of base proposal one time weekly</b>       |                  |                             |            |
|           | Opt 1A | Utilizing rear load collection trucks                                                                              | No Bid           | No Bid                      | No Bid     |
|           | Opt 1B | Utilizing side load collection trucks                                                                              | No Bid           | No Bid                      | No Bid     |
|           | Opt 1C | No truck requirement                                                                                               | No Bid           | No Bid                      | \$6.80     |

|           |        |                                                                                                                           |                  |                         |            |
|-----------|--------|---------------------------------------------------------------------------------------------------------------------------|------------------|-------------------------|------------|
| Alt No. 4 |        | <b>Collection and Disposal of Trash Waste with no container in lieu of base proposal two times weekly</b>                 | <b>Waste Pro</b> | <b>Waste Management</b> | <b>H2O</b> |
|           | Opt21A | Utilizing rear load collection trucks                                                                                     | No Bid           | No Bid                  | No Bid     |
|           | Opt 2B | Utilizing side load collection trucks                                                                                     | No Bid           | No Bid                  | No Bid     |
|           | Opt 2C | No truck requirement                                                                                                      | No Bid           | No Bid                  | \$8.60     |
|           |        |                                                                                                                           |                  |                         |            |
| Alt No. 4 |        | <b>Collection and Disposal of Trash Waste with no container in lieu of base proposal one time monthly</b>                 |                  |                         |            |
|           | Opt 3A | Utilizing rear load collection trucks                                                                                     | No Bid           | No Bid                  | No Bid     |
|           | Opt 3B | Utilizing side load collection trucks                                                                                     | No Bid           | No Bid                  | No Bid     |
|           | Opt 3C | No truck requirement                                                                                                      | No Bid           | No Bid                  | \$5.60     |
|           |        |                                                                                                                           |                  |                         |            |
| Add No. 5 |        | <b>Addition of Collection and Disposal of Yard Waste w/ 90 gallon container one time weekly</b>                           |                  |                         |            |
|           | Opt 1A | Utilizing rear load collection trucks                                                                                     | \$6.27           | No Bid                  | No Bid     |
|           | Opt 1B | Utilizing side load collection trucks                                                                                     | \$4.79           | No Bid                  | No Bid     |
|           | Opt 1C | No truck requirement                                                                                                      | \$5.53           | No Bid                  | No Bid     |
|           |        |                                                                                                                           |                  |                         |            |
| Add No. 5 |        | <b>Addition of Collection and Disposal of Yard Waste w/ 90 gallon container in lieu of base proposal two times weekly</b> |                  |                         |            |
|           | Opt 2A | Utilizing rear load collection trucks                                                                                     | \$8.95           | No Bid                  | No Bid     |
|           | Opt 2B | Utilizing side load collection trucks                                                                                     | \$7.23           | No Bid                  | No Bid     |
|           | Opt 2C | No truck requirement                                                                                                      | \$8.09           | No Bid                  | No Bid     |
|           |        |                                                                                                                           |                  |                         |            |
| Add No. 5 |        | <b>Addition of Collection and Disposal of Yard Waste w/ 90 gallon container one time monthly</b>                          |                  |                         |            |
|           | Opt 3A | Utilizing rear load collection trucks                                                                                     | No Bid           | No Bid                  | No Bid     |
|           | Opt 3B | Utilizing side load collection trucks                                                                                     | No Bid           | No Bid                  | No Bid     |
|           | Opt 3C | No truck requirement                                                                                                      | No Bid           | No Bid                  | No Bid     |



| Add No. 6 |        | Collection and Disposal of Yard Waste w/ no additional container one time weekly        | Waste Pro | Waste Management | H2O    |
|-----------|--------|-----------------------------------------------------------------------------------------|-----------|------------------|--------|
|           | Opt 1A | Utilizing rear load collection trucks                                                   | No Bid    | No Bid           | No Bid |
|           | Opt 1B | Utilizing side load collection trucks                                                   | No Bid    | No Bid           | No Bid |
|           | Opt 1C | No truck requirement                                                                    | No Bid    | No Bid           | \$5.60 |
| Add No. 6 |        | Collection and Disposal of Yard Waste w/ no additional container twice weekly           |           |                  |        |
|           | Opt 2A | Utilizing rear load collection trucks                                                   | No Bid    | No Bid           | No Bid |
|           | Opt 2B | Utilizing side load collection trucks                                                   | No Bid    | No Bid           | No Bid |
|           | Opt 2C | No truck requirement                                                                    | No Bid    | No Bid           | \$7.00 |
| Add No. 6 |        | Collection and Disposal of Yard Waste w/ no additional container one time monthly       |           |                  |        |
|           | Opt 3A | Utilizing rear load collection trucks                                                   | No Bid    | No Bid           | No Bid |
|           | Opt 3B | Utilizing side load collection trucks                                                   | No Bid    | No Bid           | No Bid |
|           | Opt 3C | No truck requirement                                                                    | No Bid    | No Bid           | \$4.80 |
| Add No. 7 |        | I. Collection and Disposal of Yard Waste on Demand Service once weekly                  |           |                  |        |
|           | Opt 1A | No restrictions                                                                         | No Bid    | No Bid           | No Bid |
|           | Opt 1B | Collected only from cans or containers                                                  | No Bid    | No Bid           | No Bid |
|           | Opt 1C | Collection of 0 to 4 cubic yard per unit w/ no restriction on container                 | \$250.00  | No Bid           | No Bid |
|           | Opt 1D | Collection of 0 to 4 cubic yard per unit w/ a restriction that must be in a container   | \$250.00  | No Bid           | No Bid |
|           | Opt 1E | Collection of 4.1 to 8 cubic yard w/ no restriction on container                        | \$300.00  | No Bid           | No Bid |
|           | Opt 1F | Collection of 4.1 to 8 cubic yard per unit w/ a restriction that must be in a container | \$300.00  | No Bid           | No Bid |

| Add No. 7 |        | <b>II. Collection and Disposal of Yard Waste on Demand Service<br/>Max of twice a monthly</b> | <b>Waste Pro</b> | <b>Waste<br/>Management</b> | <b>H2O</b> |
|-----------|--------|-----------------------------------------------------------------------------------------------|------------------|-----------------------------|------------|
|           | Opt 1A | No restrictions                                                                               | No Bid           | No Bid                      | No Bid     |
|           | Opt 1B | Collected only from cans or containers                                                        | No Bid           | No Bid                      | No Bid     |
|           | Opt 1C | Collection of 0 to 4 cubic yard per unit w/ no restriction on container                       | \$250.00         | No Bid                      | No Bid     |
|           | Opt 1D | Collection of 0 to 4 cubic yard per unit w/ a restriction that must be in a container         | \$250.00         | No Bid                      | No Bid     |
|           | Opt 1E | Collection of 4.1 to 8 cubic yard w/ no restriction on container                              | \$300.00         | No Bid                      | No Bid     |
|           | Opt 1F | Collection of 4.1 to 8 cubic yard per unit w/ a restriction that must be in a container       | \$300.00         | No Bid                      | No Bid     |
|           |        |                                                                                               |                  |                             |            |
| Add No. 7 |        | <b>III. Collection and Disposal of Yard Waste on Demand Service<br/>Unlimited</b>             |                  |                             |            |
|           | Opt 1A | No restrictions                                                                               | No Bid           | No Bid                      | No Bid     |
|           | Opt 1B | Collected only from cans or containers                                                        | No Bid           | No Bid                      | No Bid     |
|           | Opt 1C | Collection of 0 to 4 cubic yard per unit w/ no restriction on container                       | \$250.00         | No Bid                      | No Bid     |
|           | Opt 1D | Collection of 0 to 4 cubic yard per unit w/ a restriction that must be in a container         | \$250.00         | No Bid                      | No Bid     |
|           | Opt 1E | Collection of 4.1 to 8 cubic yard w/ no restriction on container                              | \$300.00         | No Bid                      | No Bid     |
|           | Opt 1F | Collection of 4.1 to 8 cubic yard per unit w/ a restriction that must be in a container       | \$300.00         | No Bid                      | No Bid     |

| Add No. 8 |        | <b>I. Addition of Collection and Disposal of All “Yard Waste”<br/>(Individual Unit Subscription Service) minimum of once weekly</b>        | <b>Waste Pro</b> | <b>Waste<br/>Management</b> | <b>H2O</b> |
|-----------|--------|--------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------------------|------------|
|           | Opt 1A | No restrictions                                                                                                                            | No Bid           | No Bid                      | No Bid     |
|           | Opt 1B | Collected only from cans or containers                                                                                                     | No Bid           | No Bid                      | No Bid     |
|           | Opt 1C | Collection of 0 to 4 cubic yard per unit w/ no restriction on container                                                                    | No Bid           | No Bid                      | No Bid     |
|           | Opt 1D | Collection of 0 to 4 cubic yard per unit w/ a restriction that must be in a container                                                      | No Bid           | No Bid                      | No Bid     |
|           | Opt 1E | Collection of 4.1 to 8 cubic yard w/ no restriction on container                                                                           | No Bid           | No Bid                      | No Bid     |
|           | Opt 1F | Collection of 4.1 to 8 cubic yard per unit w/ a restriction that must be in a container                                                    | No Bid           | No Bid                      | No Bid     |
|           |        |                                                                                                                                            |                  |                             |            |
| Add No. 8 |        | <b>II. Addition of Collection and Disposal of All “Yard Waste”<br/>(Individual Unit Subscription Service) maximum of twice<br/>monthly</b> |                  |                             |            |
|           | Opt 1A | No restrictions                                                                                                                            | No Bid           | No Bid                      | No Bid     |
|           | Opt 1B | Collected only from cans or containers                                                                                                     | No Bid           | No Bid                      | No Bid     |
|           | Opt 1C | Collection of 0 to 4 cubic yard per unit w/ no restriction on container                                                                    | No Bid           | No Bid                      | No Bid     |
|           | Opt 1D | Collection of 0 to 4 cubic yard per unit w/ a restriction that must be in a container                                                      | No Bid           | No Bid                      | No Bid     |
|           | Opt 1E | Collection of 4.1 to 8 cubic yard w/ no restriction on container                                                                           | No Bid           | No Bid                      | No Bid     |
|           | Opt 1F | Collection of 4.1 to 8 cubic yard per unit w/ a restriction that must be in a container                                                    | No Bid           | No Bid                      | No Bid     |



| Add No. 8 |        | III. Addition of Collection and Disposal of All “Yard Waste”<br>(Individual Unit Subscription Service) unlimited         | Waste Pro | Waste<br>Management | H2O      |
|-----------|--------|--------------------------------------------------------------------------------------------------------------------------|-----------|---------------------|----------|
|           | Opt 1A | No restrictions                                                                                                          | No Bid    | No Bid              | No Bid   |
|           | Opt 1B | Collected only from cans or containers                                                                                   | No Bid    | No Bid              | No Bid   |
|           | Opt 1C | Collection of 0 to 4 cubic yard per unit w/ no restriction on container                                                  | No Bid    | No Bid              | No Bid   |
|           | Opt 1D | Collection of 0 to 4 cubic yard per unit w/ a restriction that must be in a container                                    | No Bid    | No Bid              | No Bid   |
|           | Opt 1E | Collection of 4.1 to 8 cubic yard w/ no restriction on container                                                         | No Bid    | No Bid              | No Bid   |
|           | Opt 1F | Collection of 4.1 to 8 cubic yard per unit w/ a restriction that must be in a container                                  | No Bid    | No Bid              | No Bid   |
|           |        |                                                                                                                          |           |                     |          |
| Alt No. 9 |        | <b>I. Collection and Disposal of All “Yard Waste” (On Demand Service) in Lieu of Base Proposal / minimum once a week</b> |           |                     |          |
|           | Opt 1A | No restrictions                                                                                                          | No Bid    | No Bid              | \$100.00 |
|           | Opt 1B | Collected only from cans or containers                                                                                   | No Bid    | No Bid              | \$100.00 |
|           | Opt 1C | Collection of 0 to 4 cubic yard per unit w/ no restriction on container                                                  | No Bid    | No Bid              | \$100.00 |
|           | Opt 1D | Collection of 0 to 4 cubic yard per unit w/ a restriction that must be in a container                                    | No Bid    | No Bid              | \$100.00 |
|           | Opt 1E | Collection of 4.1 to 8 cubic yard w/ no restriction on container                                                         | No Bid    | No Bid              | \$100.00 |
|           | Opt 1F | Collection of 4.1 to 8 cubic yard per unit w/ a restriction that must be in a container                                  | No Bid    | No Bid              | \$100.00 |

| Alt No. 9 |        | <b>II. Collection and Disposal of All “Yard Waste” (On Demand Service) in Lieu of Base Proposal / maximum twice monthly</b> | <b>Waste Pro</b> | <b>Waste Management</b> | <b>H2O</b> |
|-----------|--------|-----------------------------------------------------------------------------------------------------------------------------|------------------|-------------------------|------------|
|           | Opt 1A | No restrictions                                                                                                             | No Bid           | No Bid                  | \$100.00   |
|           | Opt 1B | Collected only from cans or containers                                                                                      | No Bid           | No Bid                  | \$100.00   |
|           | Opt 1C | Collection of 0 to 4 cubic yard per unit w/ no restriction on container                                                     | No Bid           | No Bid                  | \$100.00   |
|           | Opt 1D | Collection of 0 to 4 cubic yard per unit w/ a restriction that must be in a container                                       | No Bid           | No Bid                  | \$100.00   |
|           | Opt 1E | Collection of 4.1 to 8 cubic yard w/ no restriction on container                                                            | No Bid           | No Bid                  | \$100.00   |
|           | Opt 1F | Collection of 4.1 to 8 cubic yard per unit w/ a restriction that must be in a container                                     | No Bid           | No Bid                  | \$100.00   |
|           |        |                                                                                                                             |                  |                         |            |
| Alt No. 9 |        | <b>III. Collection and Disposal of All “Yard Waste” (On Demand Service) in Lieu of Base Proposal / Unlimited</b>            |                  |                         |            |
|           | Opt 1A | No restrictions                                                                                                             | No Bid           | No Bid                  | \$200.00   |
|           | Opt 1B | Collected only from cans or containers                                                                                      | No Bid           | No Bid                  | \$200.00   |
|           | Opt 1C | Collection of 0 to 4 cubic yard per unit w/ no restriction on container                                                     | No Bid           | No Bid                  | \$100.00   |
|           | Opt 1D | Collection of 0 to 4 cubic yard per unit w/ a restriction that must be in a container                                       | No Bid           | No Bid                  | \$100.00   |
|           | Opt 1E | Collection of 4.1 to 8 cubic yard w/ no restriction on container                                                            | No Bid           | No Bid                  | \$100.00   |
|           | Opt 1F | Collection of 4.1 to 8 cubic yard per unit w/ a restriction that must be in a container                                     | No Bid           | No Bid                  | \$100.00   |

| Alt No. 10   |        | <b>I. Collection and Disposal of All “Yard Waste” (On Demand Service) in Lieu of Base Proposal / minimum once a week</b>    | <b>Waste Pro</b> | <b>Waste Management</b> | <b>H2O</b> |
|--------------|--------|-----------------------------------------------------------------------------------------------------------------------------|------------------|-------------------------|------------|
|              | Opt 1A | No restrictions                                                                                                             | No Bid           | No Bid                  | \$100.00   |
|              | Opt 1B | Collected only from cans or containers                                                                                      | No Bid           | No Bid                  | \$100.00   |
|              | Opt 1C | Collection of 0 to 4 cubic yard per unit w/ no restriction on container                                                     | No Bid           | No Bid                  | \$100.00   |
|              | Opt 1D | Collection of 0 to 4 cubic yard per unit w/ a restriction that must be in a container                                       | No Bid           | No Bid                  | \$100.00   |
|              | Opt 1E | Collection of 4.1 to 8 cubic yard w/ no restriction on container                                                            | No Bid           | No Bid                  | \$100.00   |
|              | Opt 1F | Collection of 4.1 to 8 cubic yard per unit w/ a restriction that must be in a container                                     | No Bid           | No Bid                  | \$100.00   |
|              |        |                                                                                                                             |                  |                         |            |
| Alter No. 10 |        | <b>II. Collection and Disposal of All “Yard Waste” (On Demand Service) in Lieu of Base Proposal / Maximum twice a month</b> |                  |                         |            |
|              | Opt 1A | No restrictions                                                                                                             | No Bid           | No Bid                  | \$100.00   |
|              | Opt 1B | Collected only from cans or containers                                                                                      | No Bid           | No Bid                  | \$100.00   |
|              | Opt 1C | Collection of 0 to 4 cubic yard per unit w/ no restriction on container                                                     | No Bid           | No Bid                  | \$100.00   |
|              | Opt 1D | Collection of 0 to 4 cubic yard per unit w/ a restriction that must be in a container                                       | No Bid           | No Bid                  | \$100.00   |
|              | Opt 1E | Collection of 4.1 to 8 cubic yard w/ no restriction on container                                                            | No Bid           | No Bid                  | \$100.00   |
|              | Opt 1F | Collection of 4.1 to 8 cubic yard per unit w/ a restriction that must be in a container                                     | No Bid           | No Bid                  | \$100.00   |



| Alter No. 10 |        | <b>III. Collection and Disposal of All “Yard Waste” (On Demand Service) in Lieu of Base Proposal / unlimited</b>                    | <b>Waste Pro</b> | <b>Waste Management</b> | <b>H2O</b> |
|--------------|--------|-------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------------------|------------|
|              | Opt 1A | No restrictions                                                                                                                     | No Bid           | No Bid                  | \$200.00   |
|              | Opt 1B | Collected only from cans or containers                                                                                              | No Bid           | No Bid                  | \$100.00   |
|              | Opt 1C | Collection of 0 to 4 cubic yard per unit w/ no restriction on container                                                             | No Bid           | No Bid                  | \$100.00   |
|              | Opt 1D | Collection of 0 to 4 cubic yard per unit w/ a restriction that must be in a container                                               | No Bid           | No Bid                  | \$100.00   |
|              | Opt 1E | Collection of 4.1 to 8 cubic yard w/ no restriction on container                                                                    | No Bid           | No Bid                  | \$100.00   |
|              | Opt 1F | Collection of 4.1 to 8 cubic yard per unit w/ a restriction that must be in a container                                             | No Bid           | No Bid                  | \$100.00   |
|              |        |                                                                                                                                     |                  |                         |            |
| Alter No. 11 |        | <b>I. Collection and Disposal of All “Yard Waste” (with minimum 90 gallon container) in Lieu of Base Proposal / One time weekly</b> |                  |                         |            |
|              | Opt 1A | No restrictions                                                                                                                     | No Bid           | No Bid                  | No Bid     |
|              | Opt 1B | Collected only from cans or containers                                                                                              | No Bid           | No Bid                  | No Bid     |
|              | Opt 1C | Collection of 0 to 4 cubic yard per unit w/ no restriction on container                                                             | No Bid           | No Bid                  | No Bid     |
|              | Opt 1D | Collection of 0 to 4 cubic yard per unit w/ a restriction that must be in a container                                               | No Bid           | No Bid                  | No Bid     |
|              | Opt 1E | Collection of 4.1 to 8 cubic yard w/ no restriction on container                                                                    | No Bid           | No Bid                  | No Bid     |
|              | Opt 1F | Collection of 4.1 to 8 cubic yard per unit w/ a restriction that must be in a container                                             | No Bid           | No Bid                  | No Bid     |

| Alter No. 11 |        | <b>II. Collection and Disposal of All “Yard Waste” (with minimum 90 gallon container) in Lieu of Base Proposal / Two times weekly</b> | <b>Waste Pro</b> | <b>Waste Management</b> | <b>H2O</b> |
|--------------|--------|---------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------------------|------------|
|              | Opt 1A | No restrictions                                                                                                                       | No Bid           | No Bid                  | No Bid     |
|              | Opt 1B | Collected only from cans or containers                                                                                                | No Bid           | No Bid                  | No Bid     |
|              | Opt 1C | Collection of 0 to 4 cubic yard per unit w/ no restriction on container                                                               | No Bid           | No Bid                  | No Bid     |
|              | Opt 1D | Collection of 0 to 4 cubic yard per unit w/ a restriction that must be in a container                                                 | No Bid           | No Bid                  | No Bid     |
|              | Opt 1E | Collection of 4.1 to 8 cubic yard w/ no restriction on container                                                                      | No Bid           | No Bid                  | No Bid     |
|              | Opt 1F | Collection of 4.1 to 8 cubic yard per unit w/ a restriction that must be in a container                                               | No Bid           | No Bid                  | No Bid     |
|              |        |                                                                                                                                       |                  |                         |            |
| Alter No. 11 |        | <b>III. Collection and Disposal of All “Yard Waste” (with minimum 90 gallon container) in Lieu of Base Proposal / Once a Month</b>    |                  |                         |            |
|              | Opt 1A | No restrictions                                                                                                                       | No Bid           | No Bid                  | No Bid     |
|              | Opt 1B | Collected only from cans or containers                                                                                                | No Bid           | No Bid                  | No Bid     |
|              | Opt 1C | Collection of 0 to 4 cubic yard per unit w/ no restriction on container                                                               | No Bid           | No Bid                  | No Bid     |
|              | Opt 1D | Collection of 0 to 4 cubic yard per unit w/ a restriction that must be in a container                                                 | No Bid           | No Bid                  | No Bid     |
|              | Opt 1E | Collection of 4.1 to 8 cubic yard w/ no restriction on container                                                                      | No Bid           | No Bid                  | No Bid     |
|              | Opt 1F | Collection of 4.1 to 8 cubic yard per unit w/ a restriction that must be in a container                                               | No Bid           | No Bid                  | No Bid     |
|              |        |                                                                                                                                       |                  |                         |            |
| Alt No. 12   |        | <b>Collection and Disposal of All “Yard Waste” (with no container) in Lieu of Base Proposal / one time a week</b>                     |                  |                         |            |
|              | Opt 1A | Utilizing rear load collection trucks                                                                                                 | No Bid           | No Bid                  | No Bid     |
|              | Opt 1B | Utilizing side load collection trucks                                                                                                 | No Bid           | No Bid                  | No Bid     |
|              | Opt 1C | No truck requirement                                                                                                                  | No Bid           | No Bid                  | \$5.70     |

|            |        |                                                                                                                                       |                  |                             |            |
|------------|--------|---------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------------------|------------|
| Alt No. 12 |        | <b>Collection and Disposal of All “Yard Waste” (with no container)<br/>in Lieu of Base Proposal / two times a week</b>                | <b>Waste Pro</b> | <b>Waste<br/>Management</b> | <b>H2O</b> |
|            | Opt 2A | Utilizing rear load collection trucks                                                                                                 | No Bid           | No Bid                      | No Bid     |
|            | Opt 2B | Utilizing side load collection trucks                                                                                                 | No Bid           | No Bid                      | No Bid     |
|            | Opt 2C | No truck requirement                                                                                                                  | No Bid           | No Bid                      | No Bid     |
| Alt No. 12 |        | <b>Collection and Disposal of All “Yard Waste” (with no container)<br/>in Lieu of Base Proposal / one time monthly</b>                |                  |                             |            |
|            | Opt 3A | Utilizing rear load collection trucks                                                                                                 | No Bid           | No Bid                      | No Bid     |
|            | Opt 3B | Utilizing side load collection trucks                                                                                                 | No Bid           | No Bid                      | No Bid     |
|            | Opt 3C | No truck requirement                                                                                                                  | No Bid           | No Bid                      | No Bid     |
| Add No. 13 |        | <b>Addition of Collection and Disposal of All “White<br/>Goods” and “Bulky Waste” (On Demand Service) /<br/>Minimum once a week</b>   |                  |                             |            |
|            | Opt 1A | No Restrictions of white foods and bulky waste                                                                                        | No Bid           | No Bid                      | No Bid     |
|            | Opt 1B | 0 to 10 cubic yards of white goods and bulky waste                                                                                    | \$400.00         | No Bid                      | No Bid     |
|            | Opt 1C | not to exceed 50 cubic yards of white goods and bulky waste                                                                           | No Bid           | No Bid                      | No Bid     |
| Add No. 13 |        | <b>Addition of Collection and Disposal of All “White<br/>Goods” and “Bulky Waste” (On Demand Service) /<br/>Maximum twice a month</b> |                  |                             |            |
|            | Opt 1A | No Restrictions of white foods and bulky waste                                                                                        | No Bid           | No Bid                      | No Bid     |
|            | Opt 1B | 0 to 10 cubic yards of white goods and bulky waste                                                                                    | \$400.00         | No Bid                      | No Bid     |
|            | Opt 1C | not to exceed 50 cubic yards of white goods and bulky waste                                                                           | No Bid           | No Bid                      | No Bid     |



| Alt No. 13 |        | <b>Addition of Collection and Disposal of All “White Goods” and “Bulky Waste” (On Demand Service) / unlimited</b>                                             | <b>Waste Pro</b> | <b>Waste Management</b> | <b>H2O</b> |
|------------|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------------------|------------|
|            | Opt 1A | No Restrictions of white foods and bulky waste                                                                                                                | No Bid           | No Bid                  | No Bid     |
|            | Opt 1B | 0 to 10 cubic yards of white goods and bulky waste                                                                                                            | \$400.00         | No Bid                  | No Bid     |
|            | Opt 1C | not to exceed 50 cubic yards of white goods and bulky waste                                                                                                   | No Bid           | No Bid                  | No Bid     |
|            |        |                                                                                                                                                               |                  |                         |            |
| Alt No. 14 |        | <b>Addition of Collection and Disposal of All “White Goods” and “Bulky Waste” (Individual Unit Subscription Service) / minimum once a week</b>                |                  |                         |            |
|            | Opt 1A | No Restrictions of white foods and bulky waste                                                                                                                | No Bid           | No Bid                  | \$100.00   |
|            | Opt 1B | 0 to 10 cubic yards of white goods and bulky waste                                                                                                            | No Bid           | No Bid                  | \$100.00   |
|            | Opt 1C | not to exceed 50 cubic yards of white goods and bulky waste                                                                                                   | No Bid           | No Bid                  | \$100.00   |
|            |        |                                                                                                                                                               |                  |                         |            |
| Alt No. 14 |        | <b>Addition of Collection and Disposal of All “White Goods” and “Bulky Waste” (Individual Unit Subscription Service) / maximum twice a month subscription</b> |                  |                         |            |
|            | Opt 1A | No Restrictions of white foods and bulky waste                                                                                                                | No Bid           | No Bid                  | \$100.00   |
|            | Opt 1B | 0 to 10 cubic yards of white goods and bulky waste                                                                                                            | No Bid           | No Bid                  | \$100.00   |
|            | Opt 1C | not to exceed 50 cubic yards of white goods and bulky waste                                                                                                   | No Bid           | No Bid                  | \$100.00   |
|            |        |                                                                                                                                                               |                  |                         |            |
| Alt No. 14 |        | <b>Addition of Collection and Disposal of All “White Goods” and “Bulky Waste” (Individual Unit Subscription Service) / Unlimited</b>                          |                  |                         |            |
|            | Opt 1A | No Restrictions of white foods and bulky waste                                                                                                                | No Bid           | No Bid                  | \$100.00   |
|            | Opt 1B | 0 to 10 cubic yards of white goods and bulky waste                                                                                                            | No Bid           | No Bid                  | \$100.00   |
|            | Opt 1C | not to exceed 50 cubic yards of white goods and bulky waste                                                                                                   | No Bid           | No Bid                  | \$100.00   |

| Alt No. 15 |        | <b>Addition of Collection and Disposal of All “White Goods” and “Bulky Waste” / minimum once a week</b>                 | <b>Waste Pro</b> | <b>Waste Management</b> | <b>H2O</b> |
|------------|--------|-------------------------------------------------------------------------------------------------------------------------|------------------|-------------------------|------------|
|            | Opt 1A | No Restrictions of white foods and bulky waste                                                                          | No Bid           | No Bid                  | No Bid     |
|            | Opt 1B | 0 to 10 cubic yards of white goods and bulky waste                                                                      | \$400.00         | No Bid                  | No Bid     |
|            | Opt 1C | not to exceed 50 cubic yards of white goods and bulky waste                                                             | No Bid           | No Bid                  | No Bid     |
|            |        |                                                                                                                         |                  |                         |            |
| Alt No. 15 |        | <b>Addition of Collection and Disposal of All “White Goods” and “Bulky Waste” / maximum twice a month</b>               |                  |                         |            |
|            | Opt 1A | No Restrictions of white foods and bulky waste                                                                          | No Bid           | No Bid                  | No Bid     |
|            | Opt 1B | 0 to 10 cubic yards of white goods and bulky waste                                                                      | \$400.00         | No Bid                  | No Bid     |
|            | Opt 1C | not to exceed 50 cubic yards of white goods and bulky waste                                                             | No Bid           | No Bid                  | No Bid     |
|            |        |                                                                                                                         |                  |                         |            |
| Alt No. 15 |        | <b>Addition of Collection and Disposal of All “White Goods” and “Bulky Waste” / unlimited</b>                           |                  |                         |            |
|            | Opt 1A | No Restrictions of white foods and bulky waste                                                                          | No Bid           | No Bid                  | No Bid     |
|            | Opt 1B | 0 to 10 cubic yards of white goods and bulky waste                                                                      | \$400.00         | No Bid                  | No Bid     |
|            | Opt 1C | not to exceed 50 cubic yards of white goods and bulky waste                                                             | No Bid           | No Bid                  | No Bid     |
|            |        |                                                                                                                         |                  |                         |            |
| Alt No. 16 |        | <b>I. Collection and Disposal of All “White Goods” and “Bulky Waste” in Lieu of Base Proposal / minimum once a week</b> |                  |                         |            |
|            | Opt 1A | No Restrictions of white foods and bulky waste                                                                          | No Bid           | No Bid                  | \$100.00   |
|            | Opt 1B | 0 to 10 cubic yards of white goods and bulky waste                                                                      | No Bid           | No Bid                  | \$100.00   |
|            | Opt 1C | not to exceed 50 cubic yards of white goods and bulky waste                                                             | No Bid           | No Bid                  | \$100.00   |

| Alt No. 16 |        | <b>II. Collection and Disposal of All “White Goods” and “Bulky Waste” in Lieu of Base Proposal / maximum twice a month</b> | Waste Pro | Waste Management | H2O      |
|------------|--------|----------------------------------------------------------------------------------------------------------------------------|-----------|------------------|----------|
|            | Opt 1A | No Restrictions of white foods and bulky waste                                                                             | No Bid    | No Bid           | \$100.00 |
|            | Opt 1B | 0 to 10 cubic yards of white goods and bulky waste                                                                         | No Bid    | No Bid           | \$100.00 |
|            | Opt 1C | not to exceed 50 cubic yards of white goods and bulky waste                                                                | No Bid    | No Bid           | \$100.00 |
|            |        |                                                                                                                            |           |                  |          |
| Alt No. 16 |        | <b>III. Collection and Disposal of All “White Goods” and “Bulky Waste” in Lieu of Base Proposal / unlimited</b>            |           |                  |          |
|            | Opt 1A | No Restrictions of white foods and bulky waste                                                                             | No Bid    | No Bid           | \$100.00 |
|            | Opt 1B | 0 to 10 cubic yards of white goods and bulky waste                                                                         | No Bid    | No Bid           | \$100.00 |
|            | Opt 1C | not to exceed 50 cubic yards of white goods and bulky waste                                                                | No Bid    | No Bid           | \$100.00 |
|            |        |                                                                                                                            |           |                  |          |
| Add No. 17 |        | <b>Addition of Collection and Disposal of Recyclable Materials ( with a minimum 35 gallon roll-out cart)</b>               |           |                  |          |
|            | Opt 1A | one time a week                                                                                                            | \$7.03    | No Bid           | No Bid   |
|            | Opt 1B | two time a week                                                                                                            | \$9.95    | No Bid           | No Bid   |
|            | Opt 1C | one time monthly                                                                                                           | \$6.07    | No Bid           | No Bid   |
|            |        |                                                                                                                            |           |                  |          |
| Alt No. 18 |        | <b>Collection and Disposal of Recyclable Materials (with a minimum 35 gallon roll-out cart) in Lieu of Base Proposal</b>   |           |                  |          |
|            | Opt 1A | one time a week                                                                                                            | No Bid    | No Bid           | No Bid   |
|            | Opt 1B | two time a week                                                                                                            | No Bid    | No Bid           | No Bid   |
|            | Opt 1C | one time monthly                                                                                                           | No Bid    | No Bid           | No Bid   |
|            |        |                                                                                                                            |           |                  |          |
| Add No 19  |        | <b>Addition of Collection and Disposal of Recyclable Materials (with a minimum eighteen (18) gallon container)</b>         |           |                  |          |
|            | Opt 1A | one time a week                                                                                                            | \$5.48    | No Bid           | No Bid   |
|            | Opt 1B | two time a week                                                                                                            | \$8.03    | No Bid           | No Bid   |
|            | Opt 1C | one time monthly                                                                                                           | \$4.51    | No Bid           | No Bid   |



|            |        |                                                                                                                                          |                  |                         |            |
|------------|--------|------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------------------|------------|
| Alt No 20  |        | <b>Collection and Disposal of Recyclable Materials (with a minimum eighteen 18 gallon container) in Lieu of Base Proposal</b>            | <b>Waste Pro</b> | <b>Waste Management</b> | <b>H2O</b> |
|            | Opt 1A | one time a week                                                                                                                          | No Bid           | No Bid                  | No Bid     |
|            | Opt 1B | two time a week                                                                                                                          | No Bid           | No Bid                  | No Bid     |
|            | Opt 1C | one time monthly                                                                                                                         | No Bid           | No Bid                  | No Bid     |
|            |        |                                                                                                                                          |                  |                         |            |
| Add No. 21 |        | <b>Addition of Collection and Disposal of Recyclable Materials (with a minimum 65 gallon container)</b>                                  |                  |                         |            |
|            | Opt 1A | one time a week                                                                                                                          | \$7.03           | \$7.95                  | No Bid     |
|            | Opt 1B | two time a week                                                                                                                          | \$9.95           | No Bid                  | No Bid     |
|            | Opt 1C | one time monthly                                                                                                                         | \$6.07           | No Bid                  | No Bid     |
|            |        |                                                                                                                                          |                  |                         |            |
| Alt No. 22 |        | <b>Collection and Disposal of Recyclable Materials (with a minimum 65 gallon container) in Lieu of Base Proposal</b>                     |                  |                         |            |
|            | Opt 1A | one time a week                                                                                                                          | No Bid           | No Bid                  | No Bid     |
|            | Opt 1B | two time a week                                                                                                                          | No Bid           | No Bid                  | No Bid     |
|            | Opt 1C | one time monthly                                                                                                                         | No Bid           | No Bid                  | No Bid     |
|            |        |                                                                                                                                          |                  |                         |            |
| Add No. 23 |        | <b>Addition of Subscription Service for Collection and Disposal of Recyclable Materials (with provision of roll-out cart/ container)</b> |                  |                         |            |
|            | Opt 1A | Price for Subscription service for curbside recycling - once per week                                                                    | No Bid           | No Bid                  | No Bid     |
|            | Opt 1B | Price for Subscription service for curbside recycling - once every other week                                                            | No Bid           | No Bid                  | No Bid     |
|            | Opt 1C | Price for Subscription service for curbside recycling - once a month                                                                     | No Bid           | No Bid                  | No Bid     |

|            |        |                                                                                                                                                        |                  |                         |             |
|------------|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------------------|-------------|
| Alt No. 24 |        | <b>Subscription Service for Collection and Disposal of Recyclable Materials (with provision of roll-out cart / container) in Lieu of Base Proposal</b> | <b>Waste Pro</b> | <b>Waste Management</b> | <b>H2O</b>  |
|            | Opt 1A | Price for Subscription service for curbside recycling - once per week                                                                                  | No Bid           | No Bid                  | No Bid      |
|            | Opt 1B | Price for Subscription service for curbside recycling - once every other week                                                                          | No Bid           | No Bid                  | No Bid      |
|            | Opt 1C | Price for Subscription service for curbside recycling - once a month                                                                                   | No Bid           | No Bid                  | No Bid      |
| Alt No. 25 |        | <b>Costs for Additional Recycle carts or Containers (Garbage and/or Trash Waste)</b>                                                                   |                  |                         |             |
|            | Opt 1A | Minimum 90 gallon roll-out containers                                                                                                                  | 7.00/mo          | \$85.00                 | No Bid      |
| Alt No. 26 |        | <b>Costs for Additional Recycle carts or Containers ("Recyclable Materials")</b>                                                                       |                  |                         |             |
|            | 1      | 35 gallon roll-out containers                                                                                                                          | 8.00/ mo         | No Bid                  | No Bid      |
|            | 2      | 65 gallon roll-out containers                                                                                                                          | 7.50/mo          | \$75.00                 | No Bid      |
|            | 3      | 90 gallon roll-out containers                                                                                                                          | 7.00/mo          | \$85.00                 | No Bid      |
| Add No. 27 |        | <b>Costs for Tracking Chips in carts or Containers for garbage and or trash waste</b>                                                                  |                  |                         |             |
|            | 1      | Tracking Chips                                                                                                                                         | Included         | Included                | No Bid      |
| Add No. 28 |        | <b>Costs for Tracking Chips in carts or Containers for recyclable materials</b>                                                                        |                  |                         |             |
|            | 1      | Tracking Chips                                                                                                                                         | Included         | Included                | No Bid      |
| Add No. 29 |        | <b>Cost for GPS on all Collection and Disposal Trucks</b>                                                                                              |                  |                         |             |
|            | 1      | Cost of GPS                                                                                                                                            | Included         | Included                | \$39,000.00 |
| Add No. 30 |        | <b>Cost for Cameras on all Collection and Disposal Trucks</b>                                                                                          |                  |                         |             |
|            | 1      | Cameras on Trucks                                                                                                                                      | Included         | Included                | \$15,000.00 |
| Alt No. 31 |        | <b>Dumpsters and Roll off Services</b>                                                                                                                 |                  |                         |             |
|            |        |                                                                                                                                                        | See attached     | See attached            | No Bid      |

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 APPROVING  
BROWNFIELD DEVELOPMENT AND REIMBURSEMENT AGREEMENT IN  
CONNECTION WITH THE TRIPLETT DAY BUILDING RENOVATIONS, AND FOR  
RELATED PURPOSES**

**WHEREAS**, Iconic Buildings, LLC, has recently purchased and begun renovations at the former Triplett-Day Drug building which is located on the property identified in Exhibit “A” attached hereto (hereinafter, “the property”), and has, pursuant to Miss. Code Ann. § 49-35-1, et seq. (Mississippi Brownfields Voluntary Cleanup and Redevelopment Act), entered into a Brownfield Agreement with the Mississippi Department of Environmental Quality to remediate the known existing environmental contamination (asbestos) on the said property, thereby establishing the property as a “Brownfield agreement site” and “Brownfield property” under Miss. Code Ann. § 49-35-1, et seq.; and

**WHEREAS**, as a “Brownfield agreement site” and a “Brownfield property” under Miss. Code Ann. § 49-35-1, et seq.; the property also constitutes a “contaminated site”, as such term is defined under the Economic Redevelopment Act (Miss. Code Ann. § 57-91-1, et seq.), thereby qualifying the developer of the property for certain economic redevelopment incentives from the State of Mississippi under the said Economic Redevelopment Act, including funding from the Redevelopment Project Incentives Fund, which funding is used to offset the cost of remediation of the “contaminated site”; and

**WHEREAS**, for the developer, in this case the owner of the property, Iconic



Buildings, LLC, to be fully qualified for the available incentives under the Economic Redevelopment Act, said Act requires that a municipality establish the area being redeveloped as a “redevelopment project area” and consent to being a “redevelopment municipality”, and, notably, does not require the commitment of any municipal funds to the redevelopment project; and

**WHEREAS**, the incentive to the Developer is paid by the State of Mississippi from certain state taxes (income and sales) and fees generated by the business enterprises located in the “redevelopment project area”; and

**WHEREAS**, Developer, Iconic Buildings, LLC, is pursuing economic redevelopment incentive funding pursuant to Miss. Code Ann. § 57-91-1, et seq., and requested that the City of Gulfport declare the property, as more fully described in Exhibit “A” hereto, to be a “redevelopment project area” and that the City consent to being a “redevelopment municipality”, which the City did by resolution on April 4, 2023; and and participate in the submission of any applications which must be submitted to qualify the developer for the state economic redevelopment incentives offered under the Economic Redevelopment Act

**WHEREAS**, a Brownfield Development and Reimbursement Agreement between the City and the Developer is needed to establish the rights and obligations of the parties participating in this project and a proposed Brownfield Development and Reimbursement Agreement is attached hereto as Exhibit “A” for consideration; and

**WHEREAS**, approval of the said Brownfield Development and Reimbursement Agreement is believed to be in the best interest of the City of Gulfport.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY  
COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:**

**Section 1.** That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

**Section 2.** That the Brownfield Development and Reimbursement Agreement attached hereto as Exhibit "A" be and the same is hereby approved, and the Mayor is hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

**Section 3.** That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by \_\_\_\_\_, seconded by \_\_\_\_\_, and was adopted by the following roll call vote:

**AYES**

**NAYS**

**ABSENT**

**WHEREUPON**, the President declared the motion carried and the Resolution adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 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



## **BROWNFIELD DEVELOPMENT AND REIMBURSEMENT AGREEMENT**

This BROWNFIELD DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the "Agreement") is entered into on \_\_\_\_\_, 2023, between the City of Gulfport (the "City") and Iconic Buildings, LLC (the "Developer"), located at 12321 Preservation Drive, Gulfport, Mississippi 39503.

### **RECITALS**

- A. The Mississippi Economic Redevelopment Act (the "Act") (Miss. Code Ann. § 57-91-1 et seq.) promotes redevelopment by providing an incentive to defray the remediation costs associated with cleaning up contaminated property. These redevelopments constitute the performance of an essential public purpose, which protects and promotes the public health, safety and welfare.
- B. Under the Act, counties and/or municipalities that contain properties with environmental contamination must first approve a remediation project area within its jurisdiction. The City has approved this remediation project area within its jurisdiction [**See attached Exhibit A, "City Resolution"**].
- C. The Developer agrees to remediate and redevelop the former Triplett-Day Drug building (the "Project") located at 2429 14<sup>th</sup> Street, Gulfport, Mississippi [**See attached Exhibit B, "Project and Property Description"**].
- D. As required, the Mississippi Department of Environmental Quality ("MDEQ") has approved the remediation plan and redevelopment of the site [**See attached Exhibit C, "Brownfield Agreement"**].
- E. Within six (6) months of approval by the MDEQ, application must be made to the Mississippi Development Authority ("MDA") for final approval and issuance of a "certificate of public convenience and necessity" to the City. Upon application approval, the MDA will also issue a "Mississippi Economic Redevelopment Act Certificate" (the "Redevelopment Certificate"), acknowledging that the Project qualifies for reimbursement under the Act.
- F. The Redevelopment Certificate allows for all income, franchise and use taxes collected from, and all sales taxes collected and remitted to the State of Mississippi (i.e., state retained sales taxes only) by businesses located in the redevelopment project area to be deposited into a special fund that will be used to reimburse the Developer for any approved cleanup costs.
- G. The purpose of this Agreement is to state the obligations of the parties to this Agreement for reimbursement of the costs incurred on the Project.

NOW, THEREFORE, based upon the recitals set forth above and in consideration of the mutual terms and conditions set forth below, the City and the Developer agree as follows:

1. **Development of the Property.** Developer agrees to develop and complete the Project consistent with this Agreement and in adherence with all zoning, building and land use laws. As a general matter, the Developer shall remediate and redevelop the project area for reuse, including but not limited to the following uses: commercial retail/restaurant.

2. **Reimbursement for Approved Costs Incurred on the Project.** The Act provides for sales, income and franchise taxes ("Funds") paid by the business entities operating on the redevelopment property to be distributed to the developer to defray remediation costs. These Funds shall be deposited in the Mississippi State Treasury in a special fund known as the "Redevelopment Project Incentive Fund" and administered by the MDA. In instances where the business enterprise does business in Mississippi both inside and outside the redevelopment area, the income and franchise tax shall be prorated based on a formula determined by the Mississippi State Tax Commission. Approved costs and reimbursement for the Project shall occur in the following manner:

- 2.1 The maximum reimbursement amount will be set at two and one-half times the remediation costs and shall be jointly determined by the MDEQ and the MDA.
- 2.2 Within three (3) months after completion of the remediation, the developer will submit the actual cost of clean-up activities through a certification ("Complete Certificate") of such costs by an independent certified public accountant acceptable to the MDA. The Complete Certificate must be submitted to the MDA within twenty-four (24) months following the issuance of the Redevelopment Certificate. Any extension of this 24-month period must be granted by the MDA.
- 2.3 Once the redevelopment business entities begin remitting taxes following completion of the Project, the developer will provide to the MDA the Federal Employer Identification Number ("FEIN") and Sales Tax Number of each business in the redevelopment area.
- 2.4 The developer will submit to the MDA a request reimbursement as related the Project.
- 2.5 Reimbursement payments will be made semiannually, in January and July of each calendar year. Reimbursement to the developer shall occur as follows:
  - (i) For the first six (6) years in which such payments are made, the developer shall receive one hundred percent (100%) of the funds deposited into the Redevelopment Project Incentive Fund;

- (ii) For the seventh year in which such payments are made, the developer shall receive eighty percent (80%) of the funds deposited into the Redevelopment Project Incentive Fund;
- (iii) For the eighth year in which such payments are made, the developer shall receive seventy percent (70%) of the funds deposited into the Redevelopment Project Incentive Fund;
- (iv) For the ninth year in which such payments are made, the developer shall receive sixty percent (60%) of the funds deposited into the Redevelopment Project Incentive Fund; and
- (v) For the tenth year and any subsequent year in which such payments are made, the developer shall receive fifty percent (50%) of the funds deposited into the Redevelopment Project Incentive Fund.

3. **Limitations of Reimbursement.** Reimbursement to the developer is limited to two and one-half times the remediation costs as jointly approved by the MDEQ and the MDA, or for the fifteen (15) years from the date that is two (2) years after the date that the Project was approved by the MDA, whichever occurs first. The developer will not distribute the proceeds of any incentive payment to a business enterprise.

4. **Compliance with Approved Work Plans, Law, Rules and Regulations.** The Developer shall complete the Project in a reasonable and workmanlike manner consistent with this Agreement. Developer shall comply with all local ordinances, state and federal laws, and all applicable local, state and federal rules and regulations.

5. **Indemnification.** The Developer shall indemnify, hold harmless and defend the City, its officials, agents and employees, from any and all claims or causes of action arising from or on account of the acts or omission of the Developer, its officers, employees, agents or any persons acting on its behalf or under its control, in completing the Project under the terms of this Agreement. The City shall indemnify, hold harmless and defend the Developer, its agents and employees, from any and all claims or causes of action arising from or on account of the acts or omission of the City, the MDEQ and the MDA, its officials, employees, agents or any persons acting on its behalf or under its control, in the performance of the terms of this Agreement.

6. **Notices.** All notices, requests, demands and other communications that are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given for purposes hereunder if (a) delivered personally to the party to whom the- same is directed, or (b) sent by certified mail, postage prepaid, return receipt requested, at the address identified below; or to such other party at such other address as shall be given in writing in accordance herewith.



If to the City, to:

Billy Hewes, Mayor  
City of Gulfport  
P.O. Box 1780  
Gulfport, MS 39502

With a copy to  
City Attorney's Office  
City of Gulfport  
P.O. Box 1780  
Gulfport, MS 39502

If to the Developer, to:

Iconic Buildings, LLC  
12321 Preservation Drive  
Gulfport, Mississippi 39503

7. **Force Majeure.** Whenever any party to this Agreement shall be required to perform any contract, work, labor or service, or to comply with this Agreement, or any other laws, rules, orders, ordinances, regulations or zoning regulations, such party shall not be deemed to be in default under this Agreement and the other party shall not enforce or exercise any of its rights under this Agreement with regard to such other party's default if and for so long as such non-performance or default shall be caused by Force Majeure (herein defined); provided, however, that such party shall commence such performance and continue the same with diligence and continuity immediately after the removal of any of the causes hereinafter specified. The provisions of this section shall not excuse any failure or delay in the payment of any monetary amount required to be paid in accordance with this Agreement. "Force Majeure" shall mean acts of God; acts of public enemies; fire or other casualties; acts, failure to act, orders, restraints or delays of any government or any governmental agency, department, committee, council or other entity; explosions; insurrections; failure or delay in obtaining permits or other approvals required under applicable law; civic disturbances; riots; delays of any contractor, subcontractor or supplier; litigation; strikes; landslides; earthquakes; storms; winds in excess of 75 m.p.h.; hurricanes; tornadoes and floods; and other conditions beyond the reasonable control of the party whose obligations are excused.

8. **Miscellaneous Provisions.**

8.1 Successors and Assigns; Assignments. There are no other intended beneficiaries to this Agreement. The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No person not a party hereto is intended to be a beneficiary of or have the right to enforce this Agreement.

8.2 Entire Agreement. This Agreement represents the entire agreement, as it exists

at the time of the signing of this Agreement between the parties. Any amendment, alteration or modification of this Agreement must be in writing and agreed to by the parties.

- 8.3 Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- 8.4 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.
- 8.5 Survival. Except as otherwise provided in this Agreement, all representations, warranties, covenants and agreements of the parties contained in or made in pursuant to this Agreement shall survive the execution of this Agreement.
- 8.6 Recitals. The recitals set forth above are incorporated by reference into this Agreement as if fully set forth therein.
- 8.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and each facsimile or electronic copy shall constitute a legally binding, enforceable document.

By signing below, all parties represent and warrant their authority to enter into this Agreement on behalf of their respective organizations. The parties have signed this Agreement as of the date first written above.

For the City of Gulfport:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Billy Hewes, Mayor, City of Gulfport

For Iconic Buildings, LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Ryan Goldin, Owner

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 4<sup>th</sup> day of April, 2023, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL ESTABLISHING A REDEVELOPMENT PROJECT AREA PURSUANT TO § 57-91-1, *ET SEQ.* OF THE MISSISSIPPI CODE, AND WHICH REDEVELOPMENT PROJECT AREA SHALL BE KNOWN AS THE "TRIPLETT-DAY DRUG BUILDING REDEVELOPMENT PROJECT", AND FOR RELATED PURPOSES**

**WHEREAS**, Iconic Buildings, LLC, has recently purchased and begun renovations at the former Triplett-Day Drug building which is located on the property identified in Exhibit “A” attached hereto (hereinafter, “the property”), and has, pursuant to Miss. Code Ann. § 49-35-1, et seq. (Mississippi Brownfields Voluntary Cleanup and Redevelopment Act), entered into a Brownfield Agreement with the Mississippi Department of Environmental Quality to remediate the known existing environmental contamination (asbestos) on the said property, thereby establishing the property as a “Brownfield agreement site” and “Brownfield property” under Miss. Code Ann. § 49-35-1, et seq.; and

**WHEREAS**, as a “Brownfield agreement site” and a “Brownfield property” under Miss. Code Ann. § 49-35-1, et seq.; the property also constitutes a “contaminated site”, as such term is defined under the Economic Redevelopment Act (Miss. Code Ann. § 57-91-1, et seq.), thereby qualifying the developer of the property for certain economic redevelopment incentives from the State of Mississippi under the said Economic Redevelopment Act, including funding from the Redevelopment Project Incentives Fund, which funding is used to offset the cost of remediation of the “contaminated site”; and



**WHEREAS**, for the developer, in this case the owner of the property, Iconic Buildings, LLC, to be fully qualified for the available incentives under the Economic Redevelopment Act, said Act requires that a municipality establish the area being redeveloped as a “redevelopment project area” and consent to being a “redevelopment municipality”, and, notably, does not require the commitment of any municipal funds to the redevelopment project; and

**WHEREAS**, the incentive to the Developer is paid by the State of Mississippi from certain state taxes (income and sales) and fees generated by the business enterprises located in the “redevelopment project area”; and

**WHEREAS**, Developer, Iconic Buildings, LLC, is pursuing economic redevelopment incentive funding pursuant to Miss. Code Ann. § 57-91-1, et seq., and has requested that the City of Gulfport declare the property, as more fully described in Exhibit “A” hereto, to be a “redevelopment project area” and that the City consent to being a “redevelopment municipality” and participate in the submission of any applications which must be submitted to qualify the developer for the state economic redevelopment incentives offered under the Economic Redevelopment Act

**WHEREAS**, the City of Gulfport, Mississippi desires to see the proposed property, which comprises the improvements, and land on which the former Triplett-Day Drug operated and is located, 2429 14<sup>th</sup> Street, Gulfport, Mississippi, as more particularly described hereinabove, be redeveloped in accordance with the applicable ordinances and regulations of the City of Gulfport, Mississippi.

**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 Mayor and City Council hereby establish that the area described in Exhibit "A" hereto, as a "redevelopment area" pursuant to Section 49-5-3 of the Mississippi Code of 1972, Annotated, as Amended.

**Section 3.** That the Mayor is authorized to execute, and the City Clerk is authorized to attest to, any and all documents as may be approved by the City's Legal Department and as are necessary to assist the Developer in submission of an application to the Mississippi Development Authority for certification as a redevelopment project area.

**Section 4.** That the subject property is described in the attached Exhibit "A" and to which reference is hereby made as if fully copied in words and figures herein and that the City of Gulfport, Mississippi does not warrant the accuracy of the attached legal description as the same is for reference purposes only.

**Section 5.** That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilmember Flowers, seconded by Councilmember Roland, and was adopted by the following roll call vote:

**YEAS:**

**Casey**

**Roland**

**Holmes-Hines**

**Walker**

**Sharp**

**Flowers**

**Kosloski**

**NAYS:**

**None**

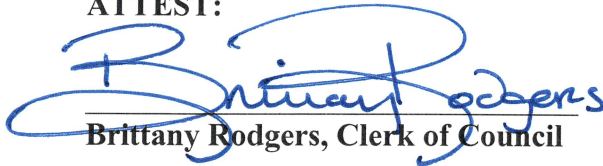
**ABSENT:**

**None**

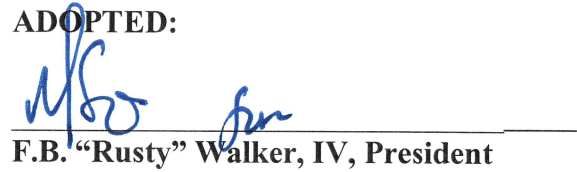
WHEREUPON the President declared the motion carried and the Resolution adopted,  
this the 4<sup>th</sup> day of April, 2023.



**ATTEST:**

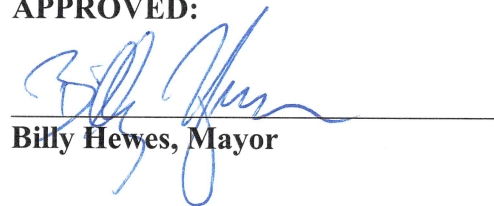
  
Brittany Rodgers, Clerk of Council

**ADOPTED:**

  
F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the  
Mayor, this the 5<sup>th</sup> day of April, 2023.

**APPROVED:**

  
Billy Hewes, Mayor



# Exhibit "A"

Resolution – Triplett-Day Redevelopment – 4/4/23

BOUNDARY DESCRIPTION PER DEED BOOK 1263, PAGE 639:

The West 68 feet of Lots 22-24 inclusive, Block 179, Original Gulfport, as per official map or plat on file in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

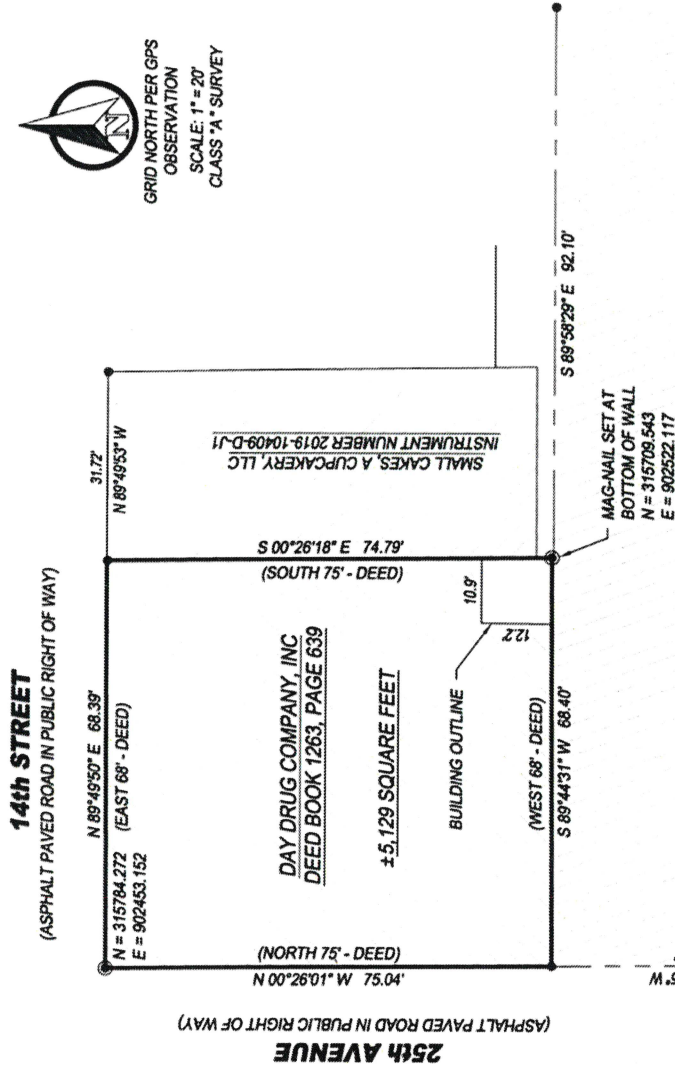
## SURVEYOR'S NOTES:

1. This survey has been performed without the benefit of a title report and may not show all rights-of-way, easements, and restrictions. Such features can be added if a current title report is performed and certified by an attorney, and is provided to the surveyor.
2. Copies of this survey without an original signature and seal in blue ink are not valid. Any alteration of this survey, in whole or part, without prior written permission of Tice Engineering, Inc. is prohibited.
3. No flood zone information is shown hereon.
4. No wetland information is shown hereon.
5. ● = Building Corner Found unless otherwise noted.
6. ⊙ = X-Mark scribed in concrete unless otherwise noted.
7. Parcel Indexing Instructions: Lots 22-24, Block 179 Original Gulfport, 1st Judicial District, Harrison County, Mississippi.
8. All ownership information shown hereon are "now or formerly".
9. All hatched areas shown hereon represent an existing building.
10. This survey is referenced to the Mississippi State Plane East Zone (2301) with NAD (83) Datum.  
Scale Factor at NW Corner: 0.999957665  
Convergence Angle at NW Corner: -00° 07' 52.057"

## NOTES AS PROVIDED BY CLIENT:

- A. All environmental contamination at the Brownfield Agreement Site is confined to the interior of the building within certain building material components. The building location is referenced to the property line.
- B. Asbestos-containing materials, defined as any material containing more than 1% asbestos, were identified as: 2,700 square feet of 9"x9" vinyl floor tile and black adhesive (mastic) on the first floor in the main store area and in the diner area underneath 12"x12" Vinyl Composite Tiles; and 740 square feet of 9"x9" vinyl floor tile and black adhesive (mastic) on the 2nd floor.
- C. No Land-Use Restrictions will be applied to the current or future use of the Brownfield Agreement Site.
- D. No engineering controls will be implemented at the Site as part of the Brownfield Agreement.
- E. Iconic Buildings, LLC, 12321 Preservation Drive, Gulfport, MS 39503 is the sole entity with financial interest in the Brownfield Property.

  
J. Collier Ratliff, P.S.  
Field Surveyed January 28, 2023



TEL TICE

ENGINEERS / SURVEYORS

510 S. WARDMAN ST.  
SUITE 100  
GULFPORT, MS 39503  
PHONE: 901.928.4121  
EMAIL: info@ticeeng.com

PROJECT NUMBER: 1657-23

---

**EXHIBIT B**  
**PROPERTY AND PROJECT DESCRIPTION**  
**Former Triplett-Day Drug Building**  
**2429 14<sup>th</sup> Street, Gulfport, Mississippi**  
**Harrison County Assessor's Parcel #: 0811K-03-023.000**



**Mississippi Department of Environmental Quality**  
**Brownfields Program**  
**Agreed Order No. 7228-22**

**Approved and Executed by the Mississippi Commission on Environmental Quality**  
**on**  
**April 27, 2023**

---

---

The Triplett-Day Drug building (*subject property*) is located at 2429 14<sup>th</sup> Street in Gulfport, Harrison County, Mississippi. The *subject property* is located on Harrison County Assessor's Parcel Number (APN) 0811K-03-023.000 and is situated at the southeast corner of the intersection of 25<sup>th</sup> Avenue and 14<sup>th</sup> Street in Downtown Gulfport. The building has been vacant and unoccupied since March 2020. Iconic Buildings, LLC, purchased the *subject property* in January 2023, and intends to renovate the building as a restaurant.

The building on the *subject property* was constructed in the 1960s and was used as a drugstore and restaurant until its closing in March 2020. The site is developed with an approximately 3,500-square-foot, brick and steel frame, two-story building. According to interviews with individuals familiar with the history of the property and review of historic records, the property was first developed for commercial retail use as early as 1904. Although various renovations have taken place throughout the building's history, the structure has had no other utilization other than commercial retail usage.

Due to the known age of the buildings and known time period of renovations, the potential was determined to exist for the presence of hazardous building materials in the form of asbestos-containing materials (ACMs). An asbestos inspection and survey report confirmed the presence of asbestos in amounts greater than 1% was identified in floor tiling and mastic throughout approximately 2,700 square feet of the first floor of the building and approximately 740 square feet on the second floor of the building.

All ACMs were determined to be non-friable Category II materials. Although these materials may be able to be removed with minimal disturbance, some may become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of renovation operations. Therefore, these materials are considered Regulated ACMs (RACMs).

The objective of this project is the removal and proper disposal of RACM from the facility by a qualified contractor. This corrective action will eliminate risk to human health and the environment prior to redevelopment of the property as a restaurant.

---





# State of Mississippi

TATE REEVES  
Governor

## MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

CHRIS WELLS, EXECUTIVE DIRECTOR

May 2, 2023

### CERTIFIED MAIL RECEIPT #7019 1120 0000 4785 9194

Mr. Ryan Goldin  
Iconic Buildings, LLC  
12321 Preservation Drive  
Gulfport, MS 39503

Dear Mr. Goldin:

Enclosed you will find a copy of the **Agreed Order #7250 23** which has been executed by the Executive Director of the Mississippi Department of Environmental Quality, Chris Wells, on behalf of the Mississippi Commission on Environmental Quality.

If you have any questions regarding your obligations under the enclosed order, please contact me @ 601-961-5240. Also, my email address is [twallace@mdeq.ms.gov](mailto:twallace@mdeq.ms.gov).

Sincerely,

*Thomas L Wallace*

Thomas Wallace, P.E.  
Chief, Groundwater Assessment and Remediation Division

Enclosure

BEFORE THE MISSISSIPPI COMMISSION ON ENVIRONMENTAL QUALITY

ORDER No. **7250 23**

In Re: **ICONIC BUILDINGS, LLC**  
**12321 PRESERVATION DRIVE**  
**GULFPORT MS 39503**

**BROWNFIELD AGREEMENT ORDER**

Pursuant to the Mississippi Brownfield Voluntary Cleanup and Redevelopment Act ("Act") created in Miss. Code Ann. § 49-35-1, et seq., the Mississippi Commission on Environmental Quality ("MCEQ"), and Iconic Buildings, LLC ("Brownfield Party") agree as follows:

1. The Brownfield Party has an interest in a tract of land, referred to as the Former Triplett-Day Drug Building ("Site") located at 2429 14th Street Gulfport, Mississippi. The Site is a Brownfield Property as defined in Miss. Code Ann. § 49-35-1(2). ICONIC BUILDINGS, LLC has submitted an application for this Site to participate in the Brownfields Program.
2. The Brownfield Agreement Site is contaminated with Asbestos Containing Materials (ACM) in excess of the Environmental Protection Agency threshold of 1% ACM, and, therefore, remediation of the Brownfield Agreement Site is necessary.
3. The staff of the MCEQ has evaluated the Brownfield Agreement and believes that, with the conditions and restrictions contained within the Brownfield Agreement, the Site will be in compliance with all applicable State and Federal laws and standards and will be protective of the public health and the environment once the Brownfield Agreement is completed.
4. The following is a description of all remediation requirements and/or continuing obligations to be conducted for the Brownfield Agreement Site:
  - (a) The Brownfield Party shall complete all required corrective action as described in the MDEQ-approved Corrective Action Plan by September 23, 2023, unless otherwise approved in writing by MDEQ.
  - (b) The Brownfield Party shall implement any additional corrective action necessary to remain in compliance with this Agreed Order or as described in the approved Corrective Action Plan, dated January 5, 2023, unless otherwise approved in writing by MDEQ.
  - (c) The Brownfield Party shall have a financial mechanism in place to pay for all MDEQ costs related to ensuring compliance with this Brownfield Agreement Order

until the Executive Director issues a "no further action" letter under Miss. Code Ann. § 49-35-15.

- (d) The Brownfield Party shall provide written notice to MDEQ at least thirty (30) days prior to any change in use at the site that increases the probability of exposure to contaminants at the Site for as long as the Brownfield Party has an interest in the Site.
  - (e) The Brownfield Party shall not change the use of the Site or any portion of the Site that increases the probability of exposure to contaminants without written approval from the MDEQ for as long as the Brownfield Party has an interest in the Site.
  - (f) The Brownfield Party shall provide written notice to MDEQ prior to any conveyance of an interest involving the Site or any portion of the Site for as long as the Brownfield Party has an interest in the Site.
  - (g) The Brownfield Party shall provide a copy of this Brownfield Agreement Order for the Site to any party interested in purchasing the Site or any portion of the Site from the Brownfield Party prior to any property transaction involving the Site or any portion of the Site.
  - (h) Within fifteen (15) days after execution of this Brownfield Agreement, the Brownfield Party shall file a certified copy of this Brownfield Agreement and the Notice of Brownfield Agreement in the office of the Chancery Clerk of the County in which the site is located.
  - (i) Within forty-five (45) days after execution of this Agreement, the Brownfield Party shall submit to MDEQ certification signed by the Chancery Clerk of the County in which the site is located that the requirements under paragraph 4(h) of this Agreement have been completed.
6. Until the Executive Director issues a "no further action" letter under Section 49-35-15, approval from the MCEQ shall be required for any sale, conveyance or other change in surface ownership of any portion of the Brownfield Agreement Site owned by the Brownfield Party desiring to make the change in ownership, if the new surface owner will perform any continuing obligations listed in #4 above.
7. The Brownfield Party and the new surface owner jointly shall provide information satisfactory to the MCEQ at such time that the new surface owner has the financial, managerial, and technical resources to complete performance of the Brownfield Agreement obligations to be transferred and that the new surface owner agrees to complete this performance. If the MCEQ determines that the new surface owner has the financial, managerial, and technical resources to complete this performance and has agreed to do so, the MCEQ shall issue an order approving the transfer of those Brownfield Agreement continuing obligations.
8. The schedule for administration of this Agreement by MDEQ is that within thirty (30) days of receiving certification from the Brownfield Party that the provisions of this



Brownfield Agreement have been met, MDEQ shall review the certification to determine if all information is sufficient and accurate. MDEQ shall issue a letter noting any deficiencies and/or inaccuracies.

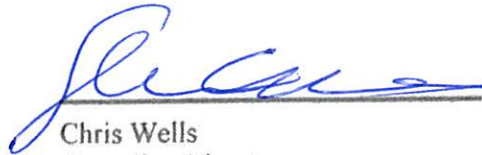
9. This Agreement may be modified by Order of MCEQ in accordance with Rule 2.1.4 of the Final Brownfield Regulations, as amended (part 3, chapter 2).
10. A material failure of a Brownfield Party or the agents or employees of a Brownfield Party to comply with this Agreement constitutes a violation of Miss. Code Ann. § 49-35-13 by the Brownfield Party. If a Brownfield Party violates Miss. Code Ann. § 49-35-13, the MCEQ shall issue an order requiring the Brownfield Party to correct the violation in an appropriate time period established by the Order. If the Brownfield Party fails to comply with an order under Miss. Code Ann. § 49-35-13, the Brownfield Party shall be subject to removal of all liability protection afforded by the Agreement under Miss. Code Ann. § 49-35-15 and shall be subject to civil penalties under Miss. Code Ann. § 49-17-43.
11. Upon execution of this Agreement, the Brownfield Party shall be relieved of liability to all persons other than the United States for: (a) remediation of the Brownfield Agreement Site other than the remediation required by this Agreement; and (b) all costs reasonably related to the remediation other than the remediation and costs required by the Agreement or this Act. It is understood and agreed that this Agreement shall not affect the right of any person to seek relief against any Parties to the Agreement who may have liability with respect to the Brownfield Agreement Site, except as provided in this paragraph.
12. The liability protection provided under paragraph 11 applies to the following persons to the same extent as to a Brownfield Party:
  - (a) Any person under the direction or control of the Brownfield Party who directs or contracts for remediation or redevelopment of the Brownfield Agreement Site;
  - (b) Any current owner and any future owner of the Brownfield Agreement Site;
  - (c) Any person who develops, redevelops or lawfully occupies the Brownfield Agreement Site;
  - (d) Any successor or assign of any person to whom the liability protection provided under this section applies; and
  - (e) Any lender or fiduciary that provided financing for remediation or redevelopment of the Brownfield Agreement Site.
13. The liability protection provided by paragraph 11 shall remain effective, unless the MCEQ removes the liability protection for failure of the Brownfield Party to comply with a Commission Order requiring the Brownfield Party to correct violation(s) of the Brownfield Agreement.
14. The Brownfield Party agrees to state in any deed or other instrument conveying an interest in brownfield property or in any contract for the purchase of brownfield property

that the property is brownfield property and subject to a Brownfield Agreement unless the Notice of Brownfield Agreement Site has been canceled.

15. Nothing in the Brownfield Agreement shall be construed to convey or determine any interest in property.
16. Nothing in the Brownfield Agreement shall be construed to be an allocation of costs or an indemnification by the State, MDEQ, and/or MCEQ.
17. Respondent understands and acknowledges that it is entitled to an evidentiary hearing before the Commission pursuant to Section 49-17-31, and that it has made an informed waiver of that right.

STATE OF MONTANA  
ENVIRONMENTAL AFFAIRS

So ORDERED and AGREED, this the 2<sup>nd</sup> day of May, 2023.



Chris Wells  
Executive Director  
Mississippi Commission on  
Environmental Quality



AGREED, this the 6<sup>TH</sup> day of APRIL, 2023.

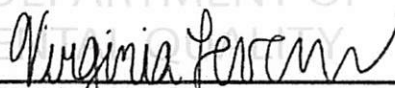
BY:   
Iconic Buildings, LLC

STATE OF MISSISSIPPI

COUNTY OF

PERSONALLY appeared before me, the undersigned authority in and for the said county/parish and state, on this the 6<sup>th</sup> day of April, 2023, within my jurisdiction, the within named Ryan Goldin who acknowledged that he/she is the owner of Iconic Buildings, LLC and that in said representative capacity he/she executed the above and foregoing instrument after first having been duly authorized so to do.



  
NOTARY PUBLIC

346248 11.27.26  
MY COMMISSION EXPIRES:



**EXHIBIT A**

**LEGAL DESCRIPTION & SURVEY PLAT**



MISSISSIPPI DEPARTMENT OF  
ENVIRONMENTAL QUALITY

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 APPROVE MEMORANDUM OF UNDERSTANDING WITH FLOCK GROUP, INC., AND FOR RELATED PURPOSES**

**WHEREAS**, the Police Department desires to access Flock Group, Inc. (“Flock”) technology platform and Flock Safety dashboard for investigative purposes, in order to view and search photos and videos recorded by Flock which are stored for no longer than thirty (30) days, utilizing its software for automatic license plate detection; and

**WHEREAS**, the materials offered by Flock pursuant to the Memorandum of Understanding attached hereto as Exhibit “A” are intended to help the Police Department gain awareness with respect to the communities for which they serve to protect and facilitate investigations; and

**WHEREAS**, approval of the Memorandum of Understanding between Flock and the City of Gulfport, which sets for the rights and obligations of the parties with respect to access to the aforementioned materials.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:**

**Section 1.** That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

**Section 2.** That the Memorandum of Understanding between the City of Gulfport and Flock Group, Inc., in substantially the form attached hereto as Exhibit “A” be and the same is hereby approved, to the extent that it is subject to and complies with Mississippi law, and the Mayor is, hereby, authorized to execute and deliver the same on behalf of the City of Gulfport.

**Section 3.** That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by \_\_\_\_\_, seconded by \_\_\_\_\_, and was adopted by the following roll call vote:

**AYES**

**NAYS**

**ABSENT**

**WHEREUPON**, the President declared the motion carried and the Resolution adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**(SEAL)**

**ATTEST:**

**ADOPTED:**

\_\_\_\_\_  
**CLERK OF THE COUNCIL**

\_\_\_\_\_  
**F. B. "RUSTY" WALKER, PRESIDENT**

The above and foregoing Resolution was submitted to and approved by the Mayor, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**APPROVED:**

\_\_\_\_\_  
**BILLY HEWES, MAYOR**



## **Gulfport Police Department**

### **Memo**

**To:** Assistant City Attorney Margaret Murdock

**From:** Commander Clayton Fulks

**Date:** June 8, 2023

**Re:** **Flock Agreement**

---

Please see the attached documentation for an agreement regarding investigative software tools. This is a no cost Memorandum of Understanding with Flock Group, Inc. The purpose to is to give the Gulfport Police Department access to information collected through existing Flock license plate reading equipment. This equipment is paid for by other entities which would share their investigative resources with the Gulfport Police Department.

Please review for consideration at the next available council meeting.



## MEMORANDUM OF UNDERSTANDING

This Data Sharing Memorandum of Understanding (hereinafter "**MOU**") is entered into by and between Flock Group, Inc., with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("**Flock**") and Gulfport PD with a place of business at 2220 15th St, Gulfport, Mississippi 39501 ("**Agency**") (each a "**Party**", and together, the "**Parties**").

Whereas, Agency desires to access Flock's technology platform and Flock Safety dashboard (together, the "**Flock Service**") for investigative purposes, in order to view and search photos and videos recorded by Flock ("**Recordings**") which are stored for no longer than thirty (30) days, utilizing its software for automatic license plate detection;

Whereas, Flock desires to share such Recordings and supplemental data with Agency pursuant to the following terms and conditions:

1. **Purpose.** To allow the Agency to utilize the Flock Services for the following purpose: to gain awareness with respect to the communities for which they serve to protect and facilitate investigations (the "Purpose").
2. **Access Rights to Flock Services.** Subject to the terms and conditions contained in this MOU, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Service during the Term (as defined below), solely for use by Authorized Users in accordance with the terms and conditions herein, and only through Agency's official email account. For purposes of this MOU, "Authorized Users" will mean employees, agents, or officers of Agency accessing or using the Flock Services for the Purpose. Agency acknowledges and agrees that, as between Agency and Flock, Agency shall be responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User which would constitute a breach of this MOU, shall be deemed a breach of this MOU by Agency. Agency shall undertake reasonable efforts to make all Authorized Users aware of the provisions of this MOU as applicable to such Authorized User's use of the Flock Service, and shall cause Authorized Users to comply with such provisions.
3. **Restrictions on Use.** Agency will not, and will not permit any Authorized Users or any third party to, (i) copy or duplicate any of the Flock Service; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock Service is compiled or interpreted; (iii) modify, alter, or tamper with any of the Flock Service, or create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock Service; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Service; (vi) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2; or (vii) access Flock Service through any unofficial (i.e., personal, or non-Agency authorized) email account. Agency may only access Recordings and Flock Service to perform the Purpose, as described in Section 1. Agency shall not use the Flock Service in any manner not permitted by appropriate governing Federal and State regulations or laws; Agency represents and warrants that, in receiving access to Flock Services, such Recordings and supplemental data shall be used solely for purposes authorized by law and described in this MOU.
4. **Suspension of Service.** Flock may immediately suspend and/or revoke Agency's and any Authorized End User's access to any portion or all of the Flock Service if Flock determines that (a) there is a threat or attack on any of the Flock Service by Agency; (b) Agency's or any Authorized End User's use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock Service for fraudulent or illegal activities; (d) any unauthorized user has accessed to Flock Services through Agency's account; or (e) Agency has



# flock safety

violated any term of this MOU, including, but not limited to, utilizing the Flock Services for anything other than the Purpose.

**5. Ownership.** As between the Parties, subject to the rights granted in this MOU, Flock and its licensors retain all right, title and interest in and to the Flock Service, and its components and any Recordings or data provided by Flock through the Flock Service, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this MOU. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

**6. Warranty.** Flock and its licensors make no express or implied warranty as to the conditions of the Recordings, or fitness for a particular research, data, investigative purpose or resulting actions or omissions resulting from Recordings and supplemental data obtained by Agency through the use of Flock Services.

**7. Financial Implications to Agency.** No financial commitment by Agency is required to access the Flock Services or Recordings.

**8. Term; Termination.**

**A. Term.** This MOU will commence once executed by both parties and shall continue for a period of five (5) years.

**B. Termination.** Prior to expiration of the Term, Flock may terminate this MOU for its convenience, and in its sole discretion, by providing Agency thirty (30) days prior written notice of termination. Agency may terminate this MOU for its convenience, and in its sole discretion, by providing Flock thirty (30) days prior written notice of termination. Either party may terminate this MOU upon written notice if the other party has breached a material term of this MOU and has not cured such breach within thirty (30) days of receipt of notice from the non-breaching party specifying the breach. Upon termination of this MOU, Agency will immediately cease all use of Flock Services. This MOU is subject to termination without written notice after expiration of the Term.

**9. Indemnification.** Each Party to this MOU shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this MOU. Parties shall indemnify and hold harmless each other against any suits, claims, actions, complaints, or liability of any kind, which relate to the use of or reliance on Flock Service. For tort liability purposes, no participating Party shall be considered the agent of the other participating Party. Each Party to this MOU shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Under no circumstances shall this MOU be interpreted to create a partnership or agency relationship between the Parties.

**10. Limitation of Liability.**

**A. Limitation on Direct Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FLOCK, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY AMOUNT GREATER THAN THE FEES PAID TO FLOCK UNDER THIS MOU, OR \$100 IN UNITED STATES CURRENCY, WHICHEVER IS GREATER, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), PRODUCT LIABILITY OR OTHERWISE.

**B. Waiver of Consequential Damages.** IN NO EVENT SHALL FLOCK OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING



# flock safety

NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 11. Confidentiality.

A. **Obligations.** During the performance of services and Agency's use of the Flock Service under this Agreement it may be necessary for a party to provide the other with certain information considered to be proprietary or confidential by the disclosing party. The disclosure of such confidential information shall be subject to the following terms and conditions.

i. The term "Agency Confidential Information" shall mean any material, data, systems, procedures and other information of or with respect to Agency that is not be accessible or known to the general public, including information concerning its hardware, software, business plans or opportunities, business strategies, finances, employees, and third-party proprietary or other information that Agency treats as confidential. Flock shall not use, publish or divulge any Agency Confidential Information except (i) in connection with Flock's provision of Software and services pursuant to this Agreement, (ii) to Flock's officers, directors, employees, agents and contractors who need to know such information to enable Flock to provide Software and services pursuant to this Agreement, or (iii) with the prior written consent of Agency, which consent Agency may withhold in its sole discretion.

ii. The term "Flock Confidential Information" means any material, data, systems, procedures and other information of or with respect to Flock that is not accessible to or known to the general public, including, without limitation, the software, object code, source code, formulae, algorithms, financial data, clients, employees, software development plans, software support third-party proprietary or other information that Flock treats as confidential. Agency shall not use, publish or divulge any Flock Confidential Information except (i) to its employees, agents and officers who need to know such information to enable Agency to use the Flock Services, or (ii) with the prior written consent of Flock, which consent Flock may withhold in its sole discretion.

iii. Each party shall protect the other's confidential information with the same degree of care normally used to protect its own similar confidential information, but in no event less than that degree of care that a reasonably prudent business person would use to protect such information. The obligations of each party to protect confidential information received from the other party shall not apply to information that is publicly known or becomes publicly known through no act or failure to act on the part of the recipient. All provisions of this MOU concerning the Confidentiality section herein, shall survive any termination of this MOU.

B. **Exclusions.** Confidential Information shall not include any information that is (i) already known to the receiving party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving party; (iii) subsequently disclosed to the receiving party on a non-confidential basis by a third-party not having a confidential relationship with the other party hereto that rightfully acquired such information; or (iv) communicated to a third party by the receiving party with the express written consent of the other party hereto. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process or the Freedom of Information Act shall not be considered a breach of this MOU; provided the receiving party provides prompt notice of any such subpoena, order, or the like to the other party so that such party will have the opportunity to obtain a protective order or otherwise oppose the disclosure.

12. **Entire Agreement.** This MOU is complete and contains the entire understanding between the Parties relating to the sharing of Recordings and Confidential Data by and between Flock and Agency. This MOU supersedes any and all other agreements between the Parties. This Agreement is non-assignable by both Parties.

# f<sup>lock</sup> safety

13. **Severability.** Nothing in this MOU is intended to conflict with or violate State or Federal laws, regulations, policies, etc. If a term or provision of this MOU is inconsistent with a law or authority, then that term or provision shall be invalid, but the remaining terms and provisions shall remain in full force and effect. If any provision of this MOU is found to be unenforceable, unlawful, or void, the provision shall be deemed severable from the MOU and shall not affect the validity of the remaining provisions.

14. **Miscellaneous.** All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission To the facsimile number below and indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. This MOU shall be governed by the laws of the state in which the Agency is located, excluding its conflict of laws rules. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this MOU.

IN WITNESS WHEREOF, Flock and the Agency have caused this MOU to be signed on the date set forth below and be effective on the last date specified below.

# f<sup>lock</sup> safety

**FLOCK GROUP, INC.**

**Gulfport PD**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the \_\_\_\_ day of \_\_\_\_\_, 2023, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE NON-RENEWAL OF SUBSCRIPTION SERVICES LICENSE & USE AGREEMENT WITH TRITECH SOFTWARE SYSTEMS, AND FOR RELATED PURPOSES**

**WHEREAS**, on July 17, 2018, the governing authority of the City of Gulfport approved a subscription Service License & Use Agreement with TriTech Software Systems for the provision of a cloud based storage system that is compatible with the CrimeView Desktop and CrimeView Web applications which are used by the Gulfport Police Department to provide public information regarding criminal activity in the City of Gulfport; and

**WHEREAS**, due to changes in related software, the aforementioned License is no longer needed as the services provided are now being provided by a new software provider and the Police Department has requested authority to non-renew the said Service License & Use Agreement with TriTech Software Systems.

**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 request of the Police Department to non-renew the Subscription Service License and Use Agreement with TriTech be and it is hereby approved, and the Mayor is, hereby, authorized to provide the required thirty day advance notice of intent not to renew to TriTech on behalf of the City of Gulfport.

**Section 3.** That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by \_\_\_\_\_, seconded by \_\_\_\_\_, and was adopted by the following roll call vote:

**AYES**

**NAYS**

**ABSENT**

**WHEREUPON**, the President declared the motion carried and the Resolution adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 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**

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 RENEW GROUNDS MAINTENANCE CONTRACTS WITH KING’S SPRINKLER SYSTEM, GULF BREEZE LANDSCAPING, LLC, WOLVERTON AND TAYLOR MADE AND TO AMEND THE SAID CONTRACT WITH KING’S SPRINKLER SYSTEM, AND FOR RELATED PURPOSES**

**WHEREAS**, the City of Gulfport entered into contracts for the delivery of city wide grounds maintenance services for a stipulated price for a specified term; and

**WHEREAS**, pursuant to authority of this City Council, the mayor executed Grounds Maintenance Contracts with King’s Sprinkler System, Gulf Breeze Landscaping, LLC, Wolverton and Taylor Made, which contracts are due to expire in July, 2023, unless renewed, as set forth in the contracts, for the first of three one year renewal terms; and

**WHEREAS**, the City desires to renew the said contracts for the first of the three renewal terms; and

**WHEREAS**, it is necessary to delete from the King’s Sprinkler contract the maintenance of the area commonly known as the Kremer Marine Boat Launch as of July 9, 2023, as the City, after that date, will not have any rights to that location or any obligation to maintain the grounds there; and

**WHEREAS**, approval of the renewal of the Grounds Maintenance Contracts identified herein for the first of three renewal terms and deletion of the Kremer Marine Boat Launch from the King’s Sprinkler contract are believed to be in the best interest of the City.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:**

**Section 1.** That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

**Section 2.** That the Grounds Maintenance Contracts between The City of Gulfport and King’s Sprinkler System, Gulf Breeze Landscaping, LLC, Wolverton and Taylor Made, be and they are hereby



renewed for the first of the three available three year renewal options and the Mayor, by and through the Legal and Leisure Services Departments, is authorized to advise the said contractors of said renewal.

**Section 3.** That the King's Sprinkler Grounds Maintenance Contract is hereby amended to delete from that contract the property commonly known as the Kremer Marine Boat Launch for the reasons stated herein and the Mayor is authorized to execute such documents as are necessary and approved by the Legal Department to effectuate said contract amendment.

**Section 4.** That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by \_\_\_\_\_, seconded by \_\_\_\_\_, and was adopted by the following roll call vote:

**AYES**

**NAYS**

**ABSENT**

**WHEREUPON,** the President declared the motion carried and the Resolution adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 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

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 APPROVING “STANDARD COMMERCIAL SECURITY AGREEMENT BETWEEN THE CITY OF GULFPORT AND ALL SAFE TECHNOLOGIES, LLC, AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES**

**WHEREAS**, the City of Gulfport desires to enter into a “Standard Commercial Security Agreement” with All Safe Technologies, LLC concerning electronic security system alarm services and equipment to be installed in various facilities; and

**WHEREAS**, the facilities to be covered by the proposed “Standard Commercial Security Agreement” attached hereto as Exhibit “A” are 2204 Swetman Blvd – Francis Collins Community Center, 1505 Mills Avenue – Gaston Point Community Center, 504 26<sup>th</sup> Street – Katie Patterson Booth Community Center, 4050 Hewes Avenue – Public Works, 4050 Hewes Avenue – Public Works, 1133 20<sup>th</sup> Avenue – Harbor Master, 885 20<sup>th</sup> Avenue – Fuel Dock, 1038 Railroad Street – Building Maintenance, 4015 Searle Avenue – PW Sign Shop/Storage, 1300 24<sup>th</sup> Avenue – Carnegie Library, and 1419 27<sup>th</sup> Avenue – Train Depot; and

**WHEREAS**, approval of the proposed Agreement is believed to be in the best interest of the City of Gulfport.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:**

**Section 1.** That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

**Section 2.** That the proposed “Standard Commercial Security Agreement” be and it is hereby approved in such form as may ultimately be approved by the City’s Legal Department, and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.



**Section 3.** That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by \_\_\_\_\_, seconded by \_\_\_\_\_, and was adopted by the following roll call vote:

**AYES**

**NAYS**

**ABSENT**

**WHEREUPON**, the President declared the motion carried and the Resolution adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 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**

**ALL SAFE TECHNOLOGIES, LLC**  
**2620 25<sup>TH</sup> Avenue**  
**Gulfport, MS 39501**  
**(866) 801-0000**  
**STANDARD COMMERCIAL SECURITY AGREEMENT**

Date: 05/01/2023

Subscriber's Name: CITY OF GULFPORT

Telephone No.: (228) 214-3600

Address: P O Box 1780 Gulfport, MS 39502

Cell Phone No.: \_\_\_\_\_

Email: ehayden@gulfport-ms.gov

1. ALL SAFE TECHNOLOGIES, LLC (hereinafter referred to as "AST" or "ALARM COMPANY") agrees to sell, install, and program, at Subscriber's premises, and Subscriber agrees to buy an electronic security system consisting of the equipment and services described in the attached Schedule of Equipment and Services.

Purchase Price: \$ 23784.00

Taxes: \$ 0

Total: \$ 23784.00

Down Payment: \$ \_\_\_\_\_

Balance due upon completion of installation: \$ 23784.00 or Balance due in \_\_\_\_\_ equal payments of \$ \_\_\_\_\_

Approximate date work to begin \_\_\_\_\_

Estimated date work to be substantially completed \_\_\_\_\_

2. DESCRIPTION OF EQUIPMENT AND SERVICES:

Check Services Provided:

- ☒ Monitoring Center Services ☐ Repair Service ☐ Inspection ☐ Alarm Signal Verification ☒ Remote Subscriber Access ☐ Cameras  
☐ Access Control ☐ Access Control Administration ☐ Cyber Security: Compliant Encryption ☐ Thermal Imaging Device  
☐ Alarm.com: (See Attached Alarm.com Rider) ☐ Other: (See Attached Schedule of Equipment and Services.)

3. PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF AST / TITLE TO EQUIPMENT: Provided Subscriber performs this agreement for the full term, upon termination AST shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by AST is the intellectual property of AST and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright Laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. Upon installation the Equipment shall be deemed Subscriber's personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by AST. AST's signs and decals remain the property of AST and must be removed upon termination of this agreement.

4. CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included:

SERVICES AND RECURRING CHARGES: All charges are billed in advance and are plus tax, if applicable [select one option]:

Billing shall be: ☒ Monthly ☐ Quarter Annually ☐ Semi-Annually ☐ Annually

(a) MONITORING CENTER CHARGES: Subscriber agrees to pay AST:

☐ (i) The sum of \$ \_\_\_\_\_, payable in advance for the installation and programming of the communication software and communication devices if separate from the alarm panel if not already installed.

☒ (ii) The sum of \$ 351.45 per month for the monitoring of the Security System for the term of this agreement.

(b) SERVICE (Select i or ii)

☒ (i) Subscriber agrees to pay AST on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay AST for all parts and labor at time of service. Subscriber is not obligated to call AST for per call service and AST is under no duty to provide service except its warranty service during warranty period. Service by anyone other than AST during warranty period relieves AST of any further obligations under the Limited Warranty. Subscriber to initial for per call service option: \_\_\_\_\_

☐ (ii) Subscriber agrees to pay AST for a Repair Service Plan for the security equipment the sum of \$ \_\_\_\_\_ per month for the term of this agreement.

☐ (c) INSPECTION AND TESTING: Subscriber agrees to pay AST \$ \_\_\_\_\_ per month for the term of this agreement for inspection service. If this option is selected AST will make \_\_\_\_\_ inspection(s) per year. Unless otherwise noted in the Schedule of Equipment and Services inspection service includes testing of all accessible components to insure proper working order. If the system is UL Certified, the inspection will comply with UL requirements. AST will notify Subscriber 3 days in advance of inspection date. It is Subscriber's responsibility to reschedule or permit access. Testing at inspection tests only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected the inspection does not include inspection or testing of sufficiency of water supply, for which AST has no responsibility or liability.

☐ (d) ALARM SIGNAL VERIFICATION: Subscriber agrees to pay AST the sum of \$ \_\_\_\_\_ per month for the term of this agreement. If Subscriber selects Alarm Signal Verification as a service to be provided, or if Alarm Signal Verification is required by law, AST or its designated Monitoring Center shall verify the alarm signal by electronic telephone communication, video verification or such other verification system deemed appropriate by AST or as required by local law and only verified alarm conditions shall be communicated to police or fire department.

☒ (e) REMOTE SUBSCRIBER ACCESS / VIDEO STREAMING DATA [VSD] / CAMERAS / AUDIO / SELF-MONITORING: Subscriber agrees to pay AST the sum of \$ 33.00 per month for the term of this agreement. Select remote access / video / audio services to be provided:

- ☐ Access Control ☐ Recording Device ☐ Monitoring Center Remote Video / Audio Monitoring for Live Streaming  
☐ Video Clips Monitored Upon Alarm Activation Only ☐ Verification Recorded Video Clips ☐ Cloud Service Data Storage and Retrieval  
☐ Remote Access By Subscriber ☐ Video Data to Subscriber's Smart Phone ☐ Self-Monitoring ☐ Audio ☐ Other (describe): \_\_\_\_\_

☐ (f) ACCESS CONTROL ADMINISTRATION SERVICES: Subscriber agrees to pay AST the sum of \$ \_\_\_\_\_ per month for the term of this agreement. Select Access Control Administration services to be provided:

- ☐ Remote Access Administration ☐ On-Site Administration ☐ Data Storage ☐ Data Backup

☐ (g) CYBER SECURITY: COMPLIANT ENCRYPTION: Subscriber agrees to pay AST the sum of \$ \_\_\_\_\_ per month for the term of this agreement for cyber security encryption services as specified in the Schedule of Equipment and Services. Cyber security compliance and conformance programs include guidelines in Underwriters Laboratory (UL), 2090 Cybersecurity Assurance Program or the National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF). Encryption services are currently available for installation, inspection and monitoring of Camera and Access Control equipment which meets Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology [NIST], UL or any other established criteria for encryption.

☒ SUBSCRIBER AGREES TO PAY A TOTAL OF \$ 384.45 PER MONTH, PLUS TAX AS RECURRING CHARGES FOR SERVICES CHECKED IN PARAGRAPHS 3(a)-(g) ABOVE.

☐ IN LIEU OF PAYMENT IN FULL AT COMPLETION AND ACCEPTANCE OF INSTALLATION IN PARAGRAPH 1 "PURCHASE PRICE", AND IN ADDITION TO SEPARATE RECURRING CHARGES, SUBSCRIBER AGREES TO PAY BALANCE \$ \_\_\_\_\_ IN \_\_\_\_\_ EQUAL PAYMENTS OF \$ \_\_\_\_\_ THROUGH \_\_\_\_\_ (month) \_\_\_\_\_ (year).

**6. TERM OF AGREEMENT / RENEWAL:** The term of this agreement shall be for a period of five years and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof AST shall be permitted from time to time to increase all charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. AST may invoice Subscriber in advance monthly, quarterly, or annually at AST's option. Unless otherwise specified herein, all recurring charges for 4(a)-(g) services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

**6. MONITORING CENTER SERVICES:** Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security system, AST or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department (First Responders) depending upon the type of signal received. Not all signals or transmissions will require notification to the authorities and Subscriber may obtain a written response policy from AST. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of AST or AST's designee Monitoring Center and AST does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals and transmissions are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of AST and are not maintained by AST except AST may own the radio network, and AST shall not be responsible for any failure which prevents transmission signals from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish AST with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List, AST will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with AST's notification obligation. All changes and revisions shall be supplied to AST in writing. Subscriber authorizes AST to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting Monitoring Center to monitor video or sound then upon receipt of an alarm signal, Monitoring Center shall monitor video or sound for so long as Monitoring Center, in its sole discretion, deems appropriate to confirm an alarm or emergency condition. If Subscriber requests AST to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay AST \$105.00 for each such service. AST may, without prior notice, suspend or terminate its services, in AST's sole discretion, in the event of civil unrest, rioting or natural disaster which renders monitoring or first responder response impractical, or in event of Subscriber's default in performance of this agreement or in event Monitoring Center facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms or runaway signals. Monitoring Center is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by AST.

**7. REPAIR SERVICE:** Repair service pursuant to paragraph 4(b)(ii), includes all parts and labor, and AST shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without AST's written consent.

**8. SUBSCRIBER REMOTE ACCESS:** If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by AST, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service from remote device supplied by AST or Subscriber's Internet or wireless connection device which is compatible with AST's remote services. AST will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed or, when system design permits, connect the system to the Internet, over which AST has no control. The remote services server is provided either by AST or a third party. AST shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. AST shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology (NIST) or any other established criteria for encryption and AST shall have no liability for access to the alarm system by others.

**9. WIRELESS AND INTERNET ACCESS CAPABILITIES:** Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. AST does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system, AST will authorize Subscriber access. AST is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and AST shall have no liability for such third party unauthorized access. AST is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. AST is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense. If Subscriber is Self-Monitoring, no signals will be received unless Subscriber has access to the selected mode of communication pathway such as cellular, radio or Internet service.

**10. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS / ACCESS CONTROL ADMINISTRATION:** If Access Control is selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is a selected service AST or its designee shall store and/or backup data received from Subscriber's system for a period of one year. AST shall have no liability for data corruption or inability to retrieve data even if caused by AST's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by AST and AST has no responsibility for such access or IP address service. AST shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever. If Access Control Administration is selected as a service to be provided AST will maintain the data base for the operation of the Access Control System. Subscriber will advise AST of all change in personnel and/or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to AST regarding personnel access must be in writing via email or fax to addresses designated by AST. AST shall have remote Internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and Internet access.

**11. a. AUDIO / VIDEO SYSTEM OPERATION AND LIMITATIONS:** If Audio / Video System is selected as a service to be provided and included in the Schedule of Equipment and Services, and if video equipment is attached to a recorder, it shall not be used for any other purpose. AST shall be permitted to access and make changes to the system's operation on site and over the Internet. If data storage is selected service, AST shall store data received from Subscriber's system for one year. AST shall have no liability for data corruption or inability to retrieve data even if caused by AST's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or Internet access is not provided by AST and AST has no responsibility for such access or IP address service. If system has remote access AST is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. AST shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. AST has made no representations and has provided no advice regarding the use of audio or video devices, and it is Subscriber's sole responsibility to use the camera and audio devices lawfully.

**b. THERMAL IMAGING DEVICES:** Thermal imaging technology is intended for initial body temperature assessment for triage use; the device is intended to be used for adjunctive diagnostic screening only, and elevated body temperature must be confirmed with another evaluation method. Subscriber requests installation of this equipment and understands the equipment is not manufactured by AST and may not be cleared through the FDA 510(k) process. The parties agree that this equipment is not intended as a medical grade device for the diagnosis, treatment, cure or prevention of disease or medical condition, of any illness, and does not create an undue risk in light of the public health emergency. Any measurement produced by the device should not be solely or primarily relied upon to diagnose or exclude a diagnosis of COVID-19, or any other disease.



12. In the event that any part of the security equipment becomes defective, AST agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. AST reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. AST is not the manufacturer of the equipment and other than AST's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, AST makes no express warranties as to any matter whatsoever, including, without limitation to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose and AST shall not be liable for consequential damages. No equipment provided by AST is represented to be medical grade, FDA approved, or intended for use by a healthcare professional or healthcare facility or to diagnose, treat, cure or prevent a disease or medical condition unless explicitly stated in the Schedule of Equipment and Services and no equipment or services are intended to diagnose, treat, cure, prevent, mitigate or minimize the likelihood of communicable disease, infectious agent, bacteria, virus or any illness. AST does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. AST expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than AST. Subscriber acknowledges that any affirmation of fact or promise made by AST shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on AST's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that AST has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for AST's breach of this agreement or negligence to any degree under this agreement is to require AST to repair or replace, at AST's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 4(b)(i) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, AST will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

#### **GENERAL PROVISIONS**

13. **DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL:** AST shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including AST's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of AST, AST shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay AST the sum of \$1,000 per day for each business day the work is re-scheduled or delayed by Subscriber or others engaged by Subscriber through no fault of AST on less than 24 hour notice to AST. If installation is delayed for more than one year from date hereof by Subscriber or other contractors engaged by Subscriber and through no fault of AST, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once delivered to the job site. Should AST be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay AST for such service or material.

14. **TESTING OF SECURITY SYSTEM:** The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the security equipment and to notify AST if any equipment is in need of repair. Service, if provided, is pursuant to paragraphs 4 and 7. AST shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, AST shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Subscriber agrees to test and inspect the security equipment and to advise AST of any defect, error or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and AST fails to repair the security equipment within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the security equipment is in need of repair to AST, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the security equipment remains inoperable. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by AST, evidencing that warranty service was requested by Subscriber.

15. **CARE AND SERVICE OF SECURITY SYSTEM:** Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 4(b) (ii) and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without AST's written consent.

16. **ALTERATION OF PREMISES FOR INSTALLATION:** AST is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in AST's sole discretion for the installation and service of the security system, and AST shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

17. **SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by AST.

18. **LIEN LAW:** AST or any subcontractor engaged by AST to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

19. **INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS:** Subscriber agrees to defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless AST, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by AST's performance, negligence or failure to perform any obligation under or in furtherance of this agreement or failure to detect, mitigate or respond to any communicable disease, infectious agent, bacteria or virus. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against AST or AST's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of AST, which shall not unreasonably be withheld. AST shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.

20. **EXCULPATORY CLAUSE:** AST and Subscriber agree that AST is not an insurer and no insurance coverage is offered herein. The equipment and AST's services are designed to detect and reduce certain risks of loss, though AST does not guarantee that no loss or damage will occur. No equipment provided by AST is represented to be medical grade, FDA approved, or intended for use by a healthcare professional or healthcare facility or to diagnose, treat, cure or prevent disease or medical condition unless explicitly stated in the Schedule of Equipment and Services and no equipment or services are intended to diagnose, treat, cure, prevent, mitigate or minimize the likelihood of communicable disease, infectious agent, bacteria, virus or illness. AST is not assuming liability, and, therefore, Subscriber agrees AST shall not be liable to Subscriber or any other third party, and Subscriber covenants not to sue AST, for any loss, economic or non-economic, business loss or interruption, consequential damages, in contract or tort; data corruption or inability to retrieve data; personal injury; health condition or property damage sustained by Subscriber or others as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water, any communicable disease, infectious agent, bacteria, virus, illness or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by AST's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for gross negligence and willful misconduct.

21. **INSURANCE / ALLOCATION OF RISK:** Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and AST is named as additional insured and which shall on a primary and non-contributing basis cover any loss or damage AST's services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, or AST's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. AST shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against AST and its subcontractors for loss or damages caused by perils intended to be detected by AST's services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

22. **LIMITATION OF LIABILITY:** SUBSCRIBER AGREES THAT, EXCEPT FOR AST'S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF AST AS A RESULT OF AST'S BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF AST'S OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT AST'S LIABILITY SHALL BE LIMITED TO THE SUM OF \$260.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE AST'S AMOUNT OF LIMITATION OF LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH AST'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE AND NOTWITHSTANDING THE FOREGOING AST'S LIABILITY SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, AND ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

**23. LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION:** The parties agree that due to the nature of the services to be provided by AST, the payments to be made by the Subscriber for the term of this agreement form an integral part of AST's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix AST's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to AST, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES and AST shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

The prevailing party in any litigation or arbitration is entitled to recover its legal fees from the other party. In any action or proceeding commenced by AST against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. SUBSCRIBER MAY BRING CLAIMS AGAINST AST ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, IN NASSAU COUNTY, NEW YORK, PURSUANT TO ITS ARBITRATION RULES AT WWW.ARBITRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement, and shall on request of a party, conduct proceedings by telephone, video, submission of papers or in-person hearing. By agreeing to this arbitration provision the parties are waiving their right to a trial before a judge or jury, waiving their right to appeal the arbitration award and waiving their right to participate in a class action. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address designated in this agreement, on file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Mississippi, except for arbitration which is governed by the FAA and the arbitration rules and agree that any litigation or arbitration between the parties shall be commenced and maintained in the county where AST's principal place of business is located. The parties waive trial by jury in any action between them unless prohibited by law. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred unless prohibited by law. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against AST in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.

**24. AST'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that AST is authorized and permitted to subcontract any services to be provided by AST to third parties who may be independent of AST, and that AST shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints AST to act as Subscriber's agent with respect to such third parties, except that AST shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to AST's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of AST.

**25. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS:** Subscriber shall notify AST in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event AST discovers the presence of suspected asbestos or other hazardous material, AST shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate AST for any additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If AST, in its sole discretion, determines that continuing the work poses a risk to AST or its employees or agents, AST may elect to terminate this agreement on 3 day notice to Subscriber and Subscriber shall compensate AST for all services rendered and material provided to date of termination. AST shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall AST be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

**26. NON-SOLICITATION:** Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of AST assigned by AST to perform any service for or on behalf of Subscriber for a period of two years after AST has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, AST shall recover from Subscriber an amount equal to such employee's salary based on the average three months preceding employee's termination of employment with AST, times twelve, together with AST's counsel and expert witness fees.

**27. FALSE ALARMS / PERMIT FEES / WITNESS FEES:** Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse AST for any fees or fines relating to permits or false alarms. AST shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. In the event Subscriber or any third party subpoenas or summons AST requiring any services or appearances, Subscriber agrees to pay AST \$150 per hour for such services and appearances. Subscriber shall reimburse AST for any Monitoring Center charges for excessive, run-a-way or false alarm signals.

**28. SECURITY INTEREST / COLLATERAL:** To secure Subscriber's obligations under this agreement Subscriber grants AST a security interest in the security equipment installed by AST and AST is authorized to file a financing statement.

**29. CREDIT INVESTIGATION:** Subscriber and any guarantor authorize AST to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

**30. FULL AGREEMENT / SEVERABILITY:** This agreement along with the Schedule of Equipment and Services constitute the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

**SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY  
OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.**

**ALL SAFE TECHNOLOGIES, LLC:**

**SUBSCRIBER:**

By: \_\_\_\_\_  
Signature

Subscriber: Signature by Authorized Officer \_\_\_\_\_ Title of Person Signing \_\_\_\_\_

Print Name of Subscriber \_\_\_\_\_ Tax ID or EIN \_\_\_\_\_

Subscriber's Email Address: \_\_\_\_\_

The undersigned personally guarantees Subscriber's performance of this agreement and agrees to be bound by all terms as a party herein.

Signature (Name Must Be Printed Below) SS# \_\_\_\_\_

Print Name \_\_\_\_\_ Residence Address \_\_\_\_\_

**ALL SAFE TECHNOLOGIES, LLC**  
2620 25<sup>TH</sup> Avenue  
Gulfport, MS 39501  
(866) 801-0000

**SCHEDULE OF EQUIPMENT AND SERVICES**

New System: ☐

Service Plan: Accept      Decline x

All Safe Technologies recommends protecting your investment through the purchase of a service plan. Please ask your sales representative about the options available.

Equipment Add-on: ☐

Existing System Monitoring Takeover: ☐      \*\*\*see below

Describe Equipment (Model #): \_\_\_\_\_

**\*\*SEE MULTI-SITE SCHEDULE\*\***

Describe Services: \_\_\_\_\_

Monthly Monitoring: \$351.45

Monthly Remote Services: \$33.00

Total Monthly: \$384.45

\*\*\*Existing System Monitoring Takeover – All Safe Technologies will program customer owned system(s) for monitoring per agreement. All Safe Technologies will evaluate the system for proper operation and advise customer of any inoperable devices or deficiencies. Customer acknowledges there is no warranty on existing system components and any required repairs will be at customer expense.

Customer reserves the right to cancel this agreement if All Safe Technologies is either unable to program system for monitoring or chooses to not complete repairs as advised. Customer Initials: \_\_\_\_\_

Date: 05/01/2023

**ALL SAFE TECHNOLOGIES, LLC:**

**SUBSCRIBER:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (Name must be printed below)

\_\_\_\_\_  
Print Name



## City of Gulfport

5/1/2023  
5/1/2023

[illegible]

**ALL SAFE TECHNOLOGIES, LLC**  
2620 25<sup>TH</sup> Avenue  
Gulfport, MS 39501  
(866) 801-0000

**ACH RECURRING PAYMENT AND CREDIT CARD AUTHORIZATION FORM**

**Here's How Recurring Payments Work:**

You authorize regularly scheduled charges to your checking, savings account, or credit card. You will be charged the amount indicated below each billing period during the initial term of my agreement and all automatic renewal terms. The charge will appear on your bank statement as an "ACH Debit" or your credit card statement. You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected.

**Please complete the information below:**

I, \_\_\_\_\_ authorize ALL SAFE TECHNOLOGIES, LLC  
(Full Name)

to charge my ☐ bank account or ☐ credit card indicated below on the \_\_\_\_\_ of each  
Day/Date

\_\_\_\_\_ for payment of my \_\_\_\_\_  
Week/Month/Quarter Insert Type of Bill

In the amount of \$ \_\_\_\_\_

Job Site Address: \_\_\_\_\_

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

**Select payment method below:**

☐ **AUTOMATED ACH FROM BANK ACCOUNT PAYMENT:**

|                 |                                   |                                  |
|-----------------|-----------------------------------|----------------------------------|
| Account Type:   | <input type="checkbox"/> Checking | <input type="checkbox"/> Savings |
| Name on Acct    | _____                             |                                  |
| Bank Name       | _____                             |                                  |
| Account Number  | _____                             |                                  |
| Bank Routing #  | _____                             |                                  |
| Bank City/State | _____                             |                                  |

**I understand that this authorization will remain in effect until I cancel it in writing**, and I agree to notify ALL SAFE TECHNOLOGIES, LLC in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted periodic payment dates fall on a weekend or holiday, I understand that the payment may be executed on the next business day. I understand that because this is an electronic transaction, these funds may be withdrawn from my account, or charged to my credit card, on the above noted periodic transaction dates. In the case of a transaction being rejected for Non-Sufficient Funds (NSF) I understand that ALL SAFE TECHNOLOGIES, LLC may at its discretion attempt to process the charge again within 30 days, and I agree to an additional \$25.00 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of recurring transactions to my account must comply with the provisions of U.S. Law. I agree not to dispute this recurring billing with my bank or credit card company so long as the transactions correspond to the terms indicated in this authorization form. I agree that an ACH or credit card denial will constitute a breach of my payment obligation in my agreement with ALL SAFE TECHNOLOGIES, LLC.

☐ **AUTOMATED CREDIT CARD PAYMENT:**

Credit Card #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Security Code: \_\_\_\_\_

☐ Mastercard ☐ Visa ☐ American Express ☐ \_\_\_\_\_

Cardholder's Name (As it appears on credit card): \_\_\_\_\_

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

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

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**ALL SAFE TECHNOLOGIES, LLC**  
**2620 25<sup>TH</sup> Avenue**  
**Gulfport, MS 39501**  
**(866) 801-0000**

**SCHEDULE OF EQUIPMENT AND SERVICES**

New System: ☐

Service Plan: Accept      Decline X

All Safe Technologies recommends protecting your investment through the purchase of a service plan. Please ask your sales representative about the options available.

Equipment Add-on: ☐

Existing System Monitoring Takeover: ☐ \*\*\*see below

Describe Equipment (Model #): PUBLIC WORKS 4050

1- VISTA 20P CONTROL PANEL

1- SEM (Dual Path) - Vista (Verizon, LTE)

14- WIRELESS DOOR CONTACT

1- PANEL BATTERY

7- HONEYWELL KEYPAD WITH WIRELESS RECEIVER

2- WIRELESS REPEATER

1- INDOOR SIREN 1- OUTDOOR SIREN

Describe Services: EQUIPMENT TOTAL: \$4495.00

Monthly Monitoring: \$21.95

Wireless Signal Transport: \$10.00

Remote Subscriber: \$3.00

Monthly Total: \$34.95

\*\*\*Existing System Monitoring Takeover – All Safe Technologies will program customer owned system(s) for monitoring per agreement. All Safe Technologies will evaluate the system for proper operation and advise customer of any inoperable devices or deficiencies. Customer acknowledges there is no warranty on existing system components and any required repairs will be at customer expense.

Customer reserves the right to cancel this agreement if All Safe Technologies is either unable to program system for monitoring or chooses to not complete repairs as advised. Customer Initials:

Date: 05/01/2023

**ALL SAFE TECHNOLOGIES, LLC:**

**SUBSCRIBER:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (Name must be printed below)

\_\_\_\_\_  
Print Name



**ALL SAFE TECHNOLOGIES, LLC**  
**2620 25<sup>TH</sup> Avenue**  
**Gulfport, MS 39501**  
**(866) 801-0000**

**SCHEDULE OF EQUIPMENT AND SERVICES**

New System: ☐

Service Plan: Accept      Decline X

All Safe Technologies recommends protecting your investment through the purchase of a service plan. Please ask your sales representative about the options available.

Equipment Add-on: ☐

Existing System Monitoring Takeover: ☐ \*\*\*see below

Describe Equipment (Model #): PUBLIC WORKS 4051

1- VISTA 20P CONTROL PANEL

1- SEM (Dual Path) - Vista (Verizon, LTE)

4- WIRELESS DOOR CONTACT

1- PANEL BATTERY

2- HONEYWELL KEYPAD WITH WIRELESS RECEIVER

1- WIRELESS REPEATER

1- INDOOR SIREN 1- OUTDOOR SIREN

Describe Services: EQUIPMENT TOTAL: \$2300.00

Monthly Monitoring: \$21.95

Wireless Signal Transport: \$10.00

Remote Subscriber: \$3.00

Monthly Total: \$34.95

\*\*\*Existing System Monitoring Takeover – All Safe Technologies will program customer owned system(s) for monitoring per agreement. All Safe Technologies will evaluate the system for proper operation and advise customer of any inoperable devices or deficiencies. Customer acknowledges there is no warranty on existing system components and any required repairs will be at customer expense.

Customer reserves the right to cancel this agreement if All Safe Technologies is either unable to program system for monitoring or chooses to not complete repairs as advised. Customer Initials:

Date: 05/01/2023

**ALL SAFE TECHNOLOGIES, LLC:**

**SUBSCRIBER:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (Name must be printed below)

\_\_\_\_\_  
Print Name

**ALL SAFE TECHNOLOGIES, LLC**  
**2620 25<sup>TH</sup> Avenue**  
**Gulfport, MS 39501**  
**(866) 801-0000**

**SCHEDULE OF EQUIPMENT AND SERVICES**

New System: ☐

Service Plan: Accept      Decline X

All Safe Technologies recommends protecting your investment through the purchase of a service plan. Please ask your sales representative about the options available.

Equipment Add-on: ☐

Existing System Monitoring Takeover: ☐      \*\*\*see below

Describe Equipment (Model #): FRANCIS COLLINS COMMUNITY CENTER

1- VISTA 20P CONTROL PANEL

1- SEM (Dual Path) - Vista (Verizon, LTE)

5- WIRELESS DOOR CONTACT

1- Honeywell 958M Magnet for Overhead Door Contact

1- HONEYWELL KEYPAD WITH WIRELESS RECEIVER

1- INDOOR SIREN 1 WIRELESS REPEATER

1- Honeywell Fully Featured Wireless PIR Motion

Describe Services: EQUIPMENT TOTAL: \$2150.00

Monthly Monitoring: \$21.95

Wireless Signal Transport: \$10.00

Remote Subscriber: \$3.00

Monthly Total: \$34.95

\*\*\*Existing System Monitoring Takeover – All Safe Technologies will program customer owned system(s) for monitoring per agreement. All Safe Technologies will evaluate the system for proper operation and advise customer of any inoperable devices or deficiencies. Customer acknowledges there is no warranty on existing system components and any required repairs will be at customer expense.

Customer reserves the right to cancel this agreement if All Safe Technologies is either unable to program system for monitoring or chooses to not complete repairs as advised. Customer Initials:

Date: 05/01/2023

**ALL SAFE TECHNOLOGIES, LLC:**

**SUBSCRIBER:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (Name must be printed below)

\_\_\_\_\_  
Print Name

**ALL SAFE TECHNOLOGIES, LLC**  
2620 25<sup>TH</sup> Avenue  
Gulfport, MS 39501  
(866) 801-0000

**SCHEDULE OF EQUIPMENT AND SERVICES**

New System: ☐

Service Plan: Accept      Decline X

All Safe Technologies recommends protecting your investment through the purchase of a service plan. Please ask your sales representative about the options available.

Equipment Add-on: ☐

Existing System Monitoring Takeover: ☐ \*\*\*see below

Describe Equipment (Model #): GASTON POINT COMMUNITY CENTER

1- VISTA 20P CONTROL PANEL

1- SEM (Dual Path) - Vista (Verizon, LTE)

6- WIRELESS DOOR CONTACT

1- PANEL BATTERY

1- HONEYWELL KEYPAD WITH WIRELESS RECEIVER

1- WIRELESS REPEATER

1- INDOOR SIREN

Describe Services: EQUIPMENT TOTAL: \$1900.00

Monthly Monitoring: \$21.95

Wireless Signal Transport: \$10.00

Remote Subscriber Access: \$3.00

Monthly Total: \$34.95

\*\*\*Existing System Monitoring Takeover – All Safe Technologies will program customer owned system(s) for monitoring per agreement. All Safe Technologies will evaluate the system for proper operation and advise customer of any inoperable devices or deficiencies. Customer acknowledges there is no warranty on existing system components and any required repairs will be at customer expense.

Customer reserves the right to cancel this agreement if All Safe Technologies is either unable to program system for monitoring or chooses to not complete repairs as advised. Customer Initials:

Date: 05/01/2023

**ALL SAFE TECHNOLOGIES, LLC:**

**SUBSCRIBER:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (Name must be printed below)

\_\_\_\_\_  
Print Name

**ALL SAFE TECHNOLOGIES, LLC**  
**2620 25<sup>TH</sup> Avenue**  
**Gulfport, MS 39501**  
**(866) 801-0000**

**SCHEDULE OF EQUIPMENT AND SERVICES**

New System: ☐

Service Plan: Accept      Decline X

All Safe Technologies recommends protecting your investment through the purchase of a service plan. Please ask your sales representative about the options available.

Equipment Add-on: ☐

Existing System Monitoring Takeover: ☐ \*\*\*see below

Describe Equipment (Model #): KATIE BOOTH COMMUNITY CENTER

1- VISTA 20P CONTROL PANEL

1- SEM (Dual Path) - Vista (Verizon, LTE)

5- WIRELESS DOOR CONTACT

1- PANEL BATTERY

1- HONEYWELL KEYPAD WITH WIRELESS RECEIVER

1- WIRELESS REPEATER

1- INDOOR SIREN

Describe Services: EQUIPMENT TOTAL: \$1900.00

Monthly Monitoring: \$21.95

Wireless Signal Transport: \$10.00

Remote Subscriber: \$3.00

Monthly Total: \$34.95

\*\*\*Existing System Monitoring Takeover – All Safe Technologies will program customer owned system(s) for monitoring per agreement. All Safe Technologies will evaluate the system for proper operation and advise customer of any inoperable devices or deficiencies. Customer acknowledges there is no warranty on existing system components and any required repairs will be at customer expense.

Customer reserves the right to cancel this agreement if All Safe Technologies is either unable to program system for monitoring or chooses to not complete repairs as advised. Customer Initials:

Date: 05/01/2023

**ALL SAFE TECHNOLOGIES, LLC:**

**SUBSCRIBER:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (Name must be printed below)

\_\_\_\_\_  
Print Name



**ALL SAFE TECHNOLOGIES, LLC**  
**2620 25<sup>TH</sup> Avenue**  
**Gulfport, MS 39501**  
**(866) 801-0000**

**SCHEDULE OF EQUIPMENT AND SERVICES**

New System: ☐

Service Plan: Accept      Decline X

All Safe Technologies recommends protecting your investment through the purchase of a service plan. Please ask your sales representative about the options available.

Equipment Add-on: ☐

Existing System Monitoring Takeover: ☐ \*\*\*see below

Describe Equipment (Model #): HARBOR MASTER

1- Honeywell PROA7PLUS ProSeries 7" All-In-One Control Panel

3- Honeywell PROSIXCT ProSeries SIX 2-Way Wireless Door/Window Sensor

2- Honeywell PROINDMV ProSeries Wireless Indoor Motion Viewer

EQUIPMENT TOTAL: \$1150.00

Describe Services: \_\_\_\_\_

Monthly Monitoring: \$21.95

Wireless Signal Transport: \$10.00

Remote Services: \$3.00

Monthly Total: \$34.95

\*\*\*Existing System Monitoring Takeover – All Safe Technologies will program customer owned system(s) for monitoring per agreement. All Safe Technologies will evaluate the system for proper operation and advise customer of any inoperable devices or deficiencies. Customer acknowledges there is no warranty on existing system components and any required repairs will be at customer expense.

Customer reserves the right to cancel this agreement if All Safe Technologies is either unable to program system for monitoring or chooses to not complete repairs as advised. Customer Initials:

Date: 05/01/2023

**ALL SAFE TECHNOLOGIES, LLC:**

**SUBSCRIBER:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (Name must be printed below)

\_\_\_\_\_  
Print Name

**ALL SAFE TECHNOLOGIES, LLC**  
**2620 25<sup>TH</sup> Avenue**  
**Gulfport, MS 39501**  
**(866) 801-0000**

**SCHEDULE OF EQUIPMENT AND SERVICES**

New System: ☐

Service Plan: Accept      Decline x

All Safe Technologies recommends protecting your investment through the purchase of a service plan. Please ask your sales representative about the options available.

Equipment Add-on: ☐

Existing System Monitoring Takeover: ☐ \*\*\*see below

Describe Equipment (Model #): FUEL DOCK

1- Honeywell PROA7PLUS ProSeries 7" All-In-One Control Panel

10- Honeywell PROSIXCT ProSeries SIX 2-Way Wireless Door/Window Sensor

EQUIPMENT TOTAL: \$1250.00

Describe Services:

Monthly Monitoring: \$21.95

Wireless Signal Transport: \$10.00

Remote Services: \$3.00

Monthly Total: \$34.95

\*\*\*Existing System Monitoring Takeover – All Safe Technologies will program customer owned system(s) for monitoring per agreement. All Safe Technologies will evaluate the system for proper operation and advise customer of any inoperable devices or deficiencies. Customer acknowledges there is no warranty on existing system components and any required repairs will be at customer expense.

Customer reserves the right to cancel this agreement if All Safe Technologies is either unable to program system for monitoring or chooses to not complete repairs as advised. Customer Initials:

Date: 05/01/2023

**ALL SAFE TECHNOLOGIES, LLC:**

**SUBSCRIBER:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (Name must be printed below)

\_\_\_\_\_  
Print Name

**ALL SAFE TECHNOLOGIES, LLC**  
2620 25<sup>TH</sup> Avenue  
Gulfport, MS 39501  
(866) 801-0000

**SCHEDULE OF EQUIPMENT AND SERVICES**

New System: ☐

Service Plan: Accept      Decline X

All Safe Technologies recommends protecting your investment through the purchase of a service plan. Please ask your sales representative about the options available.

Equipment Add-on: ☐

Existing System Monitoring Takeover: ☐ \*\*\*see below

Describe Equipment (Model #): BUILDING MAINTENANCE

1 - VISTA 20P CONTROL PANEL

1- SEM (Dual Path) - Vista (Verizon, LTE)

2- Honeywell 958M Magnet for Overhead Door Contact

6- Honeywell Door/Window Transmitter with Hardware, White

1- INDOOR SIREN

1- HONEYWELL KEYPAD WITH WIRELESS RECEIVER

EQUIPMENT TOTAL: \$1779.00

Describe Services:

Monthly Monitoring: \$21.95

Wireless Signal Transport: \$10.00

Remote Services: \$3.00

Monthly Total: \$34.95

\*\*\*Existing System Monitoring Takeover – All Safe Technologies will program customer owned system(s) for monitoring per agreement. All Safe Technologies will evaluate the system for proper operation and advise customer of any inoperable devices or deficiencies. Customer acknowledges there is no warranty on existing system components and any required repairs will be at customer expense.

Customer reserves the right to cancel this agreement if All Safe Technologies is either unable to program system for monitoring or chooses to not complete repairs as advised. Customer Initials:

Date: 05/01/2023

**ALL SAFE TECHNOLOGIES, LLC:**

**SUBSCRIBER:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (Name must be printed below)

\_\_\_\_\_  
Print Name

**ALL SAFE TECHNOLOGIES, LLC**  
**2620 25<sup>TH</sup> Avenue**  
**Gulfport, MS 39501**  
**(866) 801-0000**

**SCHEDULE OF EQUIPMENT AND SERVICES**

New System: ☐

Service Plan: Accept      Decline x

All Safe Technologies recommends protecting your investment through the purchase of a service plan. Please ask your sales representative about the options available.

Equipment Add-on: ☐

Existing System Monitoring Takeover: ☐      \*\*\*see below

Describe Equipment (Model #): PW SIGN SHOP/STORAGE

1- VISTA 20P CONTROL PANEL

1- SEM (Dual Path) - Vista (Verizon, LTE)

2- Honeywell Door/Window Transmitter with Hardware, White

EQUIPMENT TOTAL: \$1085.00

Describe Services: \_\_\_\_\_

Monthly Monitoring: \$21.95

Wireless Signal Transport: \$10.00

Remote Services: \$3.00

Monthly Total: \$34.95

\*\*\*Existing System Monitoring Takeover – All Safe Technologies will program customer owned system(s) for monitoring per agreement. All Safe Technologies will evaluate the system for proper operation and advise customer of any inoperable devices or deficiencies. Customer acknowledges there is no warranty on existing system components and any required repairs will be at customer expense.

Customer reserves the right to cancel this agreement if All Safe Technologies is either unable to program system for monitoring or chooses to not complete repairs as advised. Customer Initials:

Date: 05/01/2023

**ALL SAFE TECHNOLOGIES, LLC:**

**SUBSCRIBER:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (Name must be printed below)

\_\_\_\_\_  
Print Name



**ALL SAFE TECHNOLOGIES, LLC**  
**2620 25<sup>TH</sup> Avenue**  
**Gulfport, MS 39501**  
**(866) 801-0000**

**SCHEDULE OF EQUIPMENT AND SERVICES**

New System: ☐

Service Plan: Accept      Decline x

All Safe Technologies recommends protecting your investment through the purchase of a service plan. Please ask your sales representative about the options available.

Equipment Add-on: ☐

Existing System Monitoring Takeover: ☐ \*\*\*see below

Describe Equipment (Model #): CARNIGIE LIBRARY

1- VISTA 20P CONTROL PANEL

1- SEM (Dual Path) - Vista (Verizon, LTE)

2- Honeywell Fully Featured Wireless PIR Motion Sensor with Pet Immunity

4- Honeywell Door/Window Transmitter with Hardware, White

1- HONEYWELL KEYPAD WITH WIRELESS RECEIVER

1- INDOOR SIREN

EQUIPMENT TOTAL: \$1900.00

Describe Services: \_\_\_\_\_

Monthly Monitoring: \$21.95

Wireless Signal Transport: \$10.00

Remote Services: \$3.00

Monthly Total: \$34.95

\*\*\*Existing System Monitoring Takeover – All Safe Technologies will program customer owned system(s) for monitoring per agreement. All Safe Technologies will evaluate the system for proper operation and advise customer of any inoperable devices or deficiencies. Customer acknowledges there is no warranty on existing system components and any required repairs will be at customer expense.

Customer reserves the right to cancel this agreement if All Safe Technologies is either unable to program system for monitoring or chooses to not complete repairs as advised. Customer Initials: \_\_\_\_\_

Date: 05/01/2023

**ALL SAFE TECHNOLOGIES, LLC:**

**SUBSCRIBER:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (Name must be printed below)

\_\_\_\_\_  
Print Name

**ALL SAFE TECHNOLOGIES, LLC**  
**2620 25<sup>TH</sup> Avenue**  
**Gulfport, MS 39501**  
**(866) 801-0000**

**SCHEDULE OF EQUIPMENT AND SERVICES**

New System: ☐

Service Plan: Accept      Decline X

All Safe Technologies recommends protecting your investment through the purchase of a service plan. Please ask your sales representative about the options available.

Equipment Add-on: ☐

Existing System Monitoring Takeover: ☐ \*\*\*see below

Describe Equipment (Model #): TRAIN DEPOT

1- VISTA 20P CONTROL PANEL

1- SEM (Dual Path) - Vista (Verizon, LTE)

7- Honeywell Fully Featured Wireless PIR Motion Sensor

13- Honeywell Door/Window Transmitter with Hardware, White

1- HONEYWELL KEYPAD WITH WIRELESS RECEIVER

1- WIRELESS REPEATER

1- INDOOR SIREN 2- OUTDOOR SIREN

Describe Services: EQUIPMENT TOTAL: \$3875.00

Monthly Monitoring: \$21.95

Wireless Signal Transport: \$10.00

Remote Services: \$3.00

Monthly Total: \$34.95

\*\*\*Existing System Monitoring Takeover – All Safe Technologies will program customer owned system(s) for monitoring per agreement. All Safe Technologies will evaluate the system for proper operation and advise customer of any inoperable devices or deficiencies. Customer acknowledges there is no warranty on existing system components and any required repairs will be at customer expense.

Customer reserves the right to cancel this agreement if All Safe Technologies is either unable to program system for monitoring or chooses to not complete repairs as advised. Customer Initials:

Date: 05/01/2023

**ALL SAFE TECHNOLOGIES, LLC:**

**SUBSCRIBER:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (Name must be printed below)

\_\_\_\_\_  
Print Name

MS License No.: 15005764;  
Complaints against licensees may be directed to:  
Alabama Electronic Security Board of Licensure, 7956 Vaughn Road PMB 392  
Montgomery, AL 36116, or by phone (334) 264-9388, License No.: AESBL#832

**ALL SAFE TECHNOLOGIES, LLC**  
2620 25<sup>TH</sup> Avenue  
Gulfport, MS 39501  
(866) 801-0000  
admin@allsafetec.com

**CONSUMER DISCLOSURE AND CONSENT TO ELECTRONIC COMMUNICATIONS**

1. **Disclosure.** Federal law [Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001-7031] permits you to agree to the receipt and access of certain documents and communications in electronic form, notwithstanding any requirement for written copies. Pursuant to this Consumer Disclosure and Consent to Electronic Communications you consent to receive and to be provided with electronic copies of all documents and communications as defined below. Please save or print a copy of this document for your records.
2. **Consent to Electronic Delivery.** You agree to receive all documents and communications including but not limited to agreements, terms and conditions, bills for services, statutory notices, correspondence and disclosures required by law to be in writing, ("Documents and Communications") from ALL SAFE TECHNOLOGIES, LLC (hereinafter referred to as "AST" or "COMPANY") in an electronic format, ("Electronic Communications"). You acknowledge that you are able to receive and retain such Electronic Communications by printing, downloading or saving them to your electronic device. You accept any Electronic Communications provided by AST as reasonable and proper notice in full satisfaction of any law or regulation requiring that such Documents and Communications be provided to you in writing, or in a form that you have the ability to retain. You agree that you are solely responsible for notifying AST of any changes to your email address, and agree to keep it up to date by writing to AST at [admin@allsafetec.com](mailto:admin@allsafetec.com) or to: ALL SAFE TECHNOLOGIES, LLC, 2620 25<sup>TH</sup> Avenue, Gulfport, MS 39501.
3. **Paper Copies of Electronic Communications.** You agree that AST does not need to provide you with additional paper (non-electronic) copies of any Electronic Communications unless you specifically request to receive paper copies. You may request a paper copy of any Electronic Communications provided by AST. You acknowledge AST reserves the right to charge you a reasonable fee for the production and mailing of any paper copy of Electronic Communications. To submit a request to receive a paper copy of all Electronic Communications contact AST by mail: ALL SAFE TECHNOLOGIES, LLC, 2620 25<sup>TH</sup> Avenue, Gulfport, MS 39501.
4. **Revocation of Consent to Electronic Communications.** You have the right to withdraw your consent to receive Electronic Communications from AST at any time. You acknowledge that AST reserves the right to restrict or terminate your access to its website, web portal or web application if you withdraw your consent to receive Electronic Communications. To withdraw your consent to receive Electronic Communications contact AST by mail: ALL SAFE TECHNOLOGIES, LLC, 2620 25<sup>TH</sup> Avenue, Gulfport, MS 39501.
5. **Right to Modify Terms.** AST reserves the right, in its sole discretion, to modify the terms and conditions of this Consumer Disclosure and Consent to Electronic Signatures and Communications. If required by law AST shall notify you of any modification to the Consumer Disclosure and Consent to Electronic Communications or the termination of its relationship with you.

To obtain Documents and Communications from AST electronically, indicate your consent to the above terms and conditions by providing at least two of three personal identifiers as requested below, typing your full name in the space provided, and clicking the "I Accept" checkbox below.

Personal Identifiers: (Provide two of three)

\_\_\_\_\_  
(Date of Birth)

- optional

\_\_\_\_\_  
(Last 4 digits of Social Security Number)

\_\_\_\_\_  
(Mother's Maiden Name)

☐ "I hereby accept the terms and conditions as outlined in the above agreement and understand that by confirming I am submitting my electronic consent to receive all document(s) and communication(s) electronically."

Type Full Name:

\_\_\_\_\_  
(Print Name)

- optional





## Customer Information Form

New ☐Change ☐

\*are required fields

Cancel ☐

Cancel Date:

Reinstate ☒

Reinstatement date:

|                                                                                                                                                                                                                                         |                  |                                                                                                                                                                                                                                                                                                                                                                        |                         |                                                                                                                                                                                  |                                               |                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|--------------------------|
| *Installer's Name:                                                                                                                                                                                                                      |                  | *Installer's Code/Dealer Number:                                                                                                                                                                                                                                                                                                                                       |                         | Install Date:                                                                                                                                                                    |                                               |                          |
| *Account Name:                                                                                                                                                                                                                          |                  | *Account Number:                                                                                                                                                                                                                                                                                                                                                       |                         | *Site Type: Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/>                                                                                  |                                               |                          |
| *Premise Address:                                                                                                                                                                                                                       |                  | Premise Phone #:<br>(Premise ONLY no Cell#s)                                                                                                                                                                                                                                                                                                                           |                         | Commercial Fire <input type="checkbox"/>                                                                                                                                         |                                               |                          |
| *City:                                                                                                                                                                                                                                  |                  | *State:                                                                                                                                                                                                                                                                                                                                                                |                         | *Is this a 2way voice account? Yes <input type="checkbox"/> No <input type="checkbox"/>                                                                                          |                                               |                          |
| *Zip:                                                                                                                                                                                                                                   |                  | *Web Access:                                                                                                                                                                                                                                                                                                                                                           |                         | *Reporting Format:<br>Contact ID <input type="checkbox"/> SIA <input type="checkbox"/> 4x2 <input type="checkbox"/> DMP <input type="checkbox"/>                                 |                                               |                          |
| Activity Report for Customer:<br>Please choose the type of report and frequency that the customer would like to receive it.<br>(Additional charges may apply)                                                                           |                  | Customers will have web access as soon as the account info is entered. Their account number will be the user name and their account password will be the web access password.<br>Customer portal:<br><a href="https://portal.agmonitoring.com/stagescustomer/">https://portal.agmonitoring.com/stagescustomer/</a><br>(Customers are set up for restricted web access) |                         | Other:                                                                                                                                                                           |                                               |                          |
| Weekly <input type="checkbox"/> Monthly <input type="checkbox"/><br>Open/Close <input type="checkbox"/> All Activity <input type="checkbox"/>                                                                                           |                  | Auto Notify (text or email): Please fill out with email/cell phone number and indicate what signals they should be notified on.<br>(Standard text messages will apply to the customer)                                                                                                                                                                                 |                         | *Panel Type: None                                                                                                                                                                |                                               |                          |
| Email Address:                                                                                                                                                                                                                          |                  | Cell/Email:<br>Open/Close <input type="checkbox"/> (panel must be set up for open/close)<br>All Activity <input type="checkbox"/> Alarms Only <input type="checkbox"/> Troubles Only <input type="checkbox"/>                                                                                                                                                          |                         | *Communication Type:                                                                                                                                                             |                                               |                          |
| Remove Old Reports <input type="checkbox"/>                                                                                                                                                                                             |                  |                                                                                                                                                                                                                                                                                                                                                                        |                         | Analog/Pots <input type="checkbox"/> Digital <input type="checkbox"/>                                                                                                            |                                               |                          |
|                                                                                                                                                                                                                                         |                  |                                                                                                                                                                                                                                                                                                                                                                        |                         | ABS Radio <input type="checkbox"/> Connect 24 <input type="checkbox"/>                                                                                                           |                                               |                          |
|                                                                                                                                                                                                                                         |                  |                                                                                                                                                                                                                                                                                                                                                                        |                         | AlarmNet <input type="checkbox"/> Telguard <input type="checkbox"/>                                                                                                              |                                               |                          |
|                                                                                                                                                                                                                                         |                  |                                                                                                                                                                                                                                                                                                                                                                        |                         | Uplink <input type="checkbox"/> Alarm.com <input type="checkbox"/>                                                                                                               |                                               |                          |
|                                                                                                                                                                                                                                         |                  |                                                                                                                                                                                                                                                                                                                                                                        |                         | Bosch IP <input type="checkbox"/> GE IP (DH2000) <input type="checkbox"/>                                                                                                        |                                               |                          |
|                                                                                                                                                                                                                                         |                  |                                                                                                                                                                                                                                                                                                                                                                        |                         | DSC IP <input type="checkbox"/> DMP IP <input type="checkbox"/>                                                                                                                  |                                               |                          |
|                                                                                                                                                                                                                                         |                  |                                                                                                                                                                                                                                                                                                                                                                        |                         | IP Datatel <input type="checkbox"/> Visor Alarm <input type="checkbox"/>                                                                                                         |                                               |                          |
|                                                                                                                                                                                                                                         |                  |                                                                                                                                                                                                                                                                                                                                                                        |                         | Voice Alarm <input type="checkbox"/>                                                                                                                                             |                                               |                          |
|                                                                                                                                                                                                                                         |                  |                                                                                                                                                                                                                                                                                                                                                                        |                         | Other: <input type="checkbox"/>                                                                                                                                                  |                                               |                          |
| Special Instructions/Comments:                                                                                                                                                                                                          |                  |                                                                                                                                                                                                                                                                                                                                                                        |                         | *Timer Test: <input type="checkbox"/> None <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly<br>(Additional charges may apply.)    |                                               |                          |
| Open/Close Signals: If supervised is selected, please attach additional paper with schedule. (Additional charges may apply.) Supervised <input type="checkbox"/> Unsupervised <input type="checkbox"/>                                  |                  |                                                                                                                                                                                                                                                                                                                                                                        |                         | Time Zone: Pacific <input type="checkbox"/> Mountain <input type="checkbox"/> Central <input type="checkbox"/> Eastern <input type="checkbox"/> Arizona <input type="checkbox"/> |                                               |                          |
| C                                                                                                                                                                                                                                       | Phone #          | Permit #                                                                                                                                                                                                                                                                                                                                                               | *Contact Name           | Individual Password                                                                                                                                                              | Phone                                         | ECV                      |
| A                                                                                                                                                                                                                                       |                  |                                                                                                                                                                                                                                                                                                                                                                        | 1.                      |                                                                                                                                                                                  |                                               | <input type="checkbox"/> |
| L                                                                                                                                                                                                                                       | Police           |                                                                                                                                                                                                                                                                                                                                                                        | 2. X                    |                                                                                                                                                                                  |                                               | <input type="checkbox"/> |
| E                                                                                                                                                                                                                                       | Fire             |                                                                                                                                                                                                                                                                                                                                                                        | 3.                      |                                                                                                                                                                                  |                                               | <input type="checkbox"/> |
| L                                                                                                                                                                                                                                       | Medical          |                                                                                                                                                                                                                                                                                                                                                                        | (Maximum of 3 Contacts) |                                                                                                                                                                                  |                                               | <input type="checkbox"/> |
| T                                                                                                                                                                                                                                       | Guards           |                                                                                                                                                                                                                                                                                                                                                                        |                         |                                                                                                                                                                                  |                                               |                          |
| S                                                                                                                                                                                                                                       |                  |                                                                                                                                                                                                                                                                                                                                                                        |                         |                                                                                                                                                                                  |                                               |                          |
| T                                                                                                                                                                                                                                       |                  |                                                                                                                                                                                                                                                                                                                                                                        |                         |                                                                                                                                                                                  |                                               |                          |
| *General/Web access Password:<br>(If there will be no code required please note that)                                                                                                                                                   |                  |                                                                                                                                                                                                                                                                                                                                                                        | Duress Code:            |                                                                                                                                                                                  | Remove Old Contacts: <input type="checkbox"/> |                          |
| Per NFPA code 72, all commercial fire accounts must be entered as no verify unless written authorization is received from the fire marshal of the authority having jurisdiction. Backups must be provided for commercial fire accounts. |                  |                                                                                                                                                                                                                                                                                                                                                                        |                         |                                                                                                                                                                                  |                                               |                          |
| Zone #                                                                                                                                                                                                                                  | Zone Description |                                                                                                                                                                                                                                                                                                                                                                        | Zone #                  | Zone Description                                                                                                                                                                 |                                               |                          |
| Z                                                                                                                                                                                                                                       |                  |                                                                                                                                                                                                                                                                                                                                                                        |                         |                                                                                                                                                                                  |                                               |                          |
| O                                                                                                                                                                                                                                       |                  |                                                                                                                                                                                                                                                                                                                                                                        |                         |                                                                                                                                                                                  |                                               |                          |
| N                                                                                                                                                                                                                                       |                  |                                                                                                                                                                                                                                                                                                                                                                        |                         |                                                                                                                                                                                  |                                               |                          |
| E                                                                                                                                                                                                                                       |                  |                                                                                                                                                                                                                                                                                                                                                                        |                         |                                                                                                                                                                                  |                                               |                          |
| L                                                                                                                                                                                                                                       |                  |                                                                                                                                                                                                                                                                                                                                                                        |                         |                                                                                                                                                                                  |                                               |                          |
| I                                                                                                                                                                                                                                       |                  |                                                                                                                                                                                                                                                                                                                                                                        |                         |                                                                                                                                                                                  |                                               |                          |
| S                                                                                                                                                                                                                                       |                  |                                                                                                                                                                                                                                                                                                                                                                        |                         |                                                                                                                                                                                  |                                               |                          |
| T                                                                                                                                                                                                                                       |                  |                                                                                                                                                                                                                                                                                                                                                                        |                         |                                                                                                                                                                                  |                                               |                          |

Must be sign and return to AvantGuard Monitoring Centers. Email to [data@agmonitoring.com](mailto:data@agmonitoring.com) or fax 800.417.1216

Customer (printed)

Alarm Company Representative (printed)

Customer Signature

Alarm Company Representative Signature

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 AUTHORIZING THE CITY OF GULFPORT TO APPLY FOR A DEFENSE COMMUNITY INFRASTRUCTURE PROGRAM GRANT, AND FOR RELATED PURPOSES**

**WHEREAS**, the Defense Community Infrastructure Program offers grant funding, through the US Department of Defense, to local governments in support of support community infrastructure projects, including transportation projects, that support a military installation located in the community, will enhance military value, military installation resilience or military family quality of life at the supported military installation, are endorsed by the local installation commander representing the installation benefitting from the proposed project, and are construction-ready; and

**WHEREAS**, the City of Gulfport desires to apply for said grant funding to provide an asphalt overlay on Pass Road in Gulfport from US Highway 49 west to the Naval Construction Battalion Center and to provide a raised median, streetlights, pedestrian pathway and mast arm traffic signal lights at the intersections of Pass Road and 30<sup>th</sup> Avenue and Pass Road and 33<sup>rd</sup> Avenue at an estimated total cost of \$2,300,000.00, with the City's share anticipated to be \$300,000.00 (as more fully set forth in the Memorandum from City Engineer, Wayne Miller, attached hereto as Exhibit "A"); and

**WHEREAS**, the City of Gulfport, by and through its Public Works and Engineering Departments, has requested authority to apply for the Defense Community Infrastructure Program grant funding as set forth herein.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:**

**Section 1.** That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

**Section 2.** That the City of Gulfport, by and through the Gulfport Public Works and Engineering Departments, be and it is hereby authorized to apply for the Defense Community Infrastructure Program

grant funding as set forth herein and to take any and all steps as may be required to complete and effectuate said application, including execution of the same by the appropriate officials of the City.

**Section 3.** That this Resolution be, and it is hereby ordered to be spread on the minutes of the Governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by \_\_\_\_\_, seconded by \_\_\_\_\_, and was adopted by the following roll call vote:

**AYES**

**NAYS**

**ABSENT**

**WHEREUPON**, the President declared the motion carried and the Resolution adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 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**

# Memorandum – City of Gulfport



## PUBLIC WORKS & ENGINEERING

**To:** Mayor Billy Hewes and Members of the City Council

**CC:** Leonard Papania, CAO  
Todd Harman, CPA, Director of Finance and Accounting  
Tyler Gentry, Assistant Director of Public Works – Operations  
Jeremy Harrison, P.E., Assistant to the City Engineer  
Legal Department

**From:** Wayne E. Miller, P.E., Director of Public Works and Engineering

*WEM*

**Date:** June 9, 2023

**Re:** Request Permission to Apply for FY23 Defense Community Infrastructure Pilot (DCIP)  
Program Grant Application

---

For your consideration is the request to apply for FY23 Defense Community Infrastructure Pilot (DCIP) Program Grant. The project includes improving Pass Road from Highway 49 west to the Naval Construction Battalion Center. Improvements include access management with raised medians, streetlights, pedestrian pathway, and mast arm traffic signals at the 30<sup>th</sup> Avenue and 33<sup>rd</sup> Avenue intersections. The estimated construction cost for the project is \$2,000,000.00, 100% funded by the grant with all design/soft costs being paid by the applicant. The City's anticipated share is \$300,000.00 for design, environmental, and inspection costs. The total cost of the project is \$2,300,000.00.

I recommend approval to move forward to apply for the 2023 DCIP Grant.



# Gulfport Police Department

## Interoffice Memo

**Date:** May 30, 2023

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

**From:** Adam Cooper, Chief of Police

**Re:** Budget Amendment

---

The following check was received and I ask that you deposit the amount into the listed line items in the Coastal Narcotics Enforcement Team budget.

This money comes from CNET cases where restitution has to be paid from defendants.

**Check Number 51030 in the amount of \$50.00**

**Check Number 51096 in the amount of \$110.00**

Total..... \$160.00

Revenue line item 285-492600.....\$160.00

### **Expense line items to be increased:**

286-630100 Police Narcotics Task Force Capital **\$160.00**

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.



**JOHN DEERE**  
**FINANCIAL**

## Lease Schedule

|                            |                 |
|----------------------------|-----------------|
| Lease Schedule No.         | 020-0058651-006 |
| Master Lease Agreement No. | 0058651         |

|                                    |                                                                                                |
|------------------------------------|------------------------------------------------------------------------------------------------|
| <b>Lessee:</b><br>(Name & Address) | <b>CITY OF GULFPORT</b><br>1410 24TH AVE, , GULFPORT, MS 39501-2067                            |
| <b>Lessor:</b>                     | <b>DEERE CREDIT, INC.</b><br>6400 NW 86 <sup>th</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600 |

### LEASE TERM

| Lease Term Start Date | Lease Term End Date | # Of Payments | Lease Payment | *Property Tax | *Sales/Use Tax | Total Lease Payment |
|-----------------------|---------------------|---------------|---------------|---------------|----------------|---------------------|
| 05/12/2023            | 05/12/2026          | 36            | \$5,416.63    | \$243.88      | \$0.00         | \$5,660.51          |
|                       |                     |               |               |               |                |                     |

\*If part of the regular scheduled lease payment

### PAYMENT TERMS

### PAYMENT DUE AT SIGNING

| Due Date                                                                                                                                                                                           | 1 <sup>st</sup> Payment Due Date | Discount Rate                                | Advance Lease Payment**                                                      | \$5,660.51 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|----------------------------------------------|------------------------------------------------------------------------------|------------|
| 12                                                                                                                                                                                                 | 05/12/2023                       | Internal Rate of Return minus 2 percent (2%) | Origination Fee                                                              | \$0.00     |
| Billing Period                                                                                                                                                                                     | Irregular Payments               |                                              | Security Deposit                                                             | \$0.00     |
| <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Semi-Annual<br><input type="checkbox"/> Annual<br><input type="checkbox"/> Irregular |                                  |                                              | Total Due At Signing                                                         | \$5,660.51 |
|                                                                                                                                                                                                    |                                  |                                              | **Advance Lease Payment includes the first (1) and last (0) Lease Payment(s) |            |

"Master Agreement" shall mean the above referenced Master Lease Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Equipment Return Provisions are hereby incorporated into and made a part of this Schedule.

**Lease Payments.** You agree to remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

**Hourly Charges.** You certify that the engine hour meter reading on each item of Equipment is accurate as of the date you sign this Schedule. If you use any Equipment during the Lease Term for more than the Engine Hour Limit indicated above for that item of Equipment, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of the Lease) an amount equal to the Excess Hour Charge for that item of Equipment for each engine hour in excess of the Engine Hour Limit. If the Lease is terminated, cancelled or extended for any reason, the Engine Hour Limit will be prorated by us in our sole discretion.

**Representations and Warranties.** You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) except as disclosed to us, neither you nor any person related to you will have an equity interest in the Equipment on the Lease Term Start Date; and (9) all information provided to us by you is true and correct.

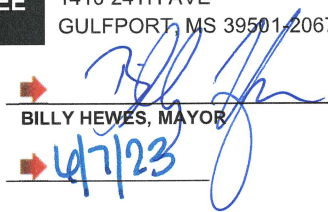
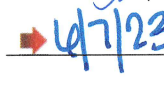
You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 – 522 of Article 2A of the Uniform Commercial Code.

Lease Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits.

**Miscellaneous.** You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

You acknowledge and agree that, if You execute this Lease Agreement with your electronic signature, (a) you are signifying your intent to enter into this Lease Agreement and that this Lease Agreement be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this Lease Agreement using your written signature, and (b) this Lease Agreement is an electronic record executed by you using your electronic signature. You agree that unless the authoritative electronic copy of this Lease Agreement ("Authoritative Copy") is converted to paper and marked as the original by us (the "Paper Contract"), the Authoritative Copy shall at all times reside in a document management system designated by us for the storage of authoritative copies of electronic records (the "DMS"), and shall be deemed held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Contract, you acknowledge and agree that (1) your signing of this Lease Agreement also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this Lease Agreement, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract, and (3) your obligations will be evidenced by the Paper Contract alone after such conversion.

## Lease Schedule – Equipment List

| <b>Supplier</b><br><small>(Name &amp; Address)</small>                                                                                                                                                                                                                                                            |      | BEARD EQUIPMENT COMPANY<br>2459 NORTH BELTLINE HWY, MOBILE, AL 36617 |                   |                                                                                                                                                       |                   |                    |                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------------------------------------------------------------------|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------------|-----------------|
| EQUIPMENT INFORMATION                                                                                                                                                                                                                                                                                             |      |                                                                      |                   |                                                                                                                                                       |                   |                    |                 |
| Year                                                                                                                                                                                                                                                                                                              | Make | Equipment Description                                                | Serial Number     | Engine Hour Meter                                                                                                                                     | Engine Hour Limit | Excess Hour Charge | Payment         |
| 2023                                                                                                                                                                                                                                                                                                              | JD   | 7200A PRECISIONCUT TRIM AND SURROUNDS MOWER                          | 1TC7200AJPV100021 | 1                                                                                                                                                     | 600/YR            | \$15.00/HR         | \$1,222.34      |
| 2023                                                                                                                                                                                                                                                                                                              | JD   | PROGATOR 2020A (GAS)                                                 | 1TC202ATVNT160064 | 1                                                                                                                                                     | 600/YR            | \$15.00/HR         | \$753.39        |
| 2023                                                                                                                                                                                                                                                                                                              | JD   | PROGATOR 2020A (GAS)                                                 | 1TC202ATAPT160389 | 1                                                                                                                                                     | 600/YR            | \$15.00/HR         | \$752.44        |
| 2023                                                                                                                                                                                                                                                                                                              | JD   | SPRAYER, HD200                                                       | 1TC200GXKPT140118 | 1                                                                                                                                                     | 600/YR            | \$15.00/HR         | \$461.22        |
| 2023                                                                                                                                                                                                                                                                                                              | JD   | Z950M ZTRAK                                                          | 1TC950MDKNT120037 | 1                                                                                                                                                     | 600/YR            | \$15.00/HR         | \$324.20        |
| 2023                                                                                                                                                                                                                                                                                                              | JD   | Z950M ZTRAK                                                          | 1TC950MDENT120078 | 1                                                                                                                                                     | 600/YR            | \$15.00/HR         | \$324.20        |
| 2023                                                                                                                                                                                                                                                                                                              | JD   | Z950M ZTRAK                                                          | 1TC950MDJNT120217 | 1                                                                                                                                                     | 600/YR            | \$15.00/HR         | \$324.20        |
| 2023                                                                                                                                                                                                                                                                                                              | JD   | Z920M ZTRAK                                                          | 1TC920MVPNT120149 | 1                                                                                                                                                     | 600/YR            | \$15.00/HR         | \$280.68        |
| 2023                                                                                                                                                                                                                                                                                                              | JD   | GATOR TX (MODEL YEAR 2023)                                           | 1M04X2XDCPM181165 | 1                                                                                                                                                     | 600/YR            | \$15.00/HR         | \$243.49        |
| 2023                                                                                                                                                                                                                                                                                                              | JD   | GATOR TX (MODEL YEAR 2023)                                           | 1M04X2XDTPM181166 | 1                                                                                                                                                     | 600/YR            | \$15.00/HR         | \$243.49        |
| 2023                                                                                                                                                                                                                                                                                                              | JD   | GATOR TX (MODEL YEAR 2023)                                           | 1M04X2XDCPM181240 | 1                                                                                                                                                     | 600/YR            | \$15.00/HR         | \$243.49        |
| 2023                                                                                                                                                                                                                                                                                                              | JD   | GATOR TX (MODEL YEAR 2023)                                           | 1M04X2XDAPM181239 | 1                                                                                                                                                     | 600/YR            | \$15.00/HR         | \$243.49        |
| <b>Equipment Location</b>                                                                                                                                                                                                                                                                                         |      | 1410 24TH AVE, GULFPORT, MS, 39501-2067                              |                   | OUTSIDE city limits: <input checked="" type="checkbox"/>                                                                                              |                   |                    | HARRISON COUNTY |
| BY SIGNING THIS SCHEDULE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT.                                                                                                                                                                                                 |      |                                                                      |                   |                                                                                                                                                       |                   |                    |                 |
| <b>LESSEE</b><br><b>CITY OF GULFPORT</b><br>1410 24TH AVE<br>GULFPORT, MS 39501-2067<br><br>By: <br>BILLY HEWES, MAYOR<br><br>Date:  4/7/23 |      |                                                                      |                   | <b>LESSOR</b><br><b>DEERE CREDIT, INC.</b><br>6400 NW 86 <sup>th</sup> ST, PO BOX 6600<br>JOHNSTON, IA 50131-6600<br><br>By: _____<br><br>Date: _____ |                   |                    |                 |





**JOHN DEERE**  
FINANCIAL

## Equipment Return Provisions

Lease Schedule No.

020-0058651-006

Master Lease Agreement No.

0058651

|                                    |                                                                                                |
|------------------------------------|------------------------------------------------------------------------------------------------|
| <b>Lessee:</b><br>(Name & Address) | <b>CITY OF GULFPORT</b><br>1410 24TH AVE, , GULFPORT, MS 39501-2067                            |
| <b>Lessor:</b>                     | <b>DEERE CREDIT, INC.</b><br>6400 NW 86 <sup>th</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600 |

The following Equipment Return Provisions are hereby incorporated into and made a part of the above referenced Master Lease Agreement (the "Master Agreement"), and entered into between Deere Credit, Inc., as Lessor ("us", "we" or "our"), and CITY OF GULFPORT, as Lessee ("you" or "your"). Pursuant to Section 8 of the Master Lease Agreement, all Equipment must be returned to us in satisfactory condition. Unsatisfactory condition shall include any condition described in Sections 1 through 4 below ("Excessive Wear and Tear").

**1. Mechanical.**

- A. Computer systems or safety and emission control equipment not in proper working order.
- B. Mechanical components that are missing, broken or unsafe or that do not operate normally, other than normal tune-ups, given the age of the equipment.
- C. Wear on power train assembly that exceeds manufacturer's then current standards for normal wear and tear.
- D. Any air filters not within manufacturer's specifications.
- E. Any gauges or fluid indicators that are damaged or do not function, the electrical system fails to operate properly, the battery fails to hold a charge or any wire harnesses that are not tied down and kept secured, dry and clean.
- F. Any pumps, motors, valves or cylinders not in good operating condition or that fail to meet manufacturer's rated specifications or hydraulic system exceeds manufacturer's then-current contaminant standards (as shown by oil sample analysis). Equipment not serviced according to the manufacturer's operating manual.
- G. Any lubricant, water or A/C seal leaks.

**2. Exterior.**

- A. Dents larger than 2 inches in diameter.
- B. Excessive number of dents or scratches.
- C. Any scratch 8" or longer that reaches the metal skin.
- D. Any single chip the size of a quarter or larger or multiple small chips within one square foot.
- E. Substandard paint repairs, such as peeling, bubbling or mismatched shades that evidence poor condition in comparison with original paint and require repainting at a cost in excess of \$200.
- F. Rust holes in the body metal or a rust spot that covers more than a 4-inch square area.
- G. Any glass that must be replaced due to cracks or missing glass and any windshield damages greater than \$50 in amount.
- H. All frame damage and substandard frame repairs.
- I. Any tires or tracks that (a) have broken side walls or excessive cuts or damages, or (b) have less than 50% of the original useful life remaining, or (c) are not of the same size, type grade or equivalent quality manufacturer as were originally included on the Equipment.

**3. Cab/Operator Platform.**

- A. Heavy interior soil or strong odors, such as manure, that cannot be removed by general cleaning.
- B. Unclean condition of operator environment.
- C. Holes, tears, or burns on the dash, floor covers, seats, headliners, upholstery or interior.

**4. General.**

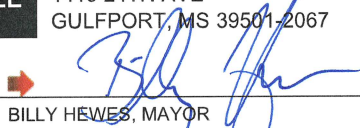
- A. Equipment not operated or maintained in accordance with the manufacturer's specifications or if components, fuels or fluids, on or in connection with the Equipment that do not meet manufacturer's standards were used.
- B. Any other damage that in the aggregate costs \$250 or more to repair or that makes the Equipment unlawful or unsafe to operate.

**5. Other.**

- A. All warranty and PIP work must be completed prior to the Lease Term End Date of the Lease Schedule relating to the Equipment.
- B. The Equipment must be cleaned prior to its return.
- C. The Equipment must be prepared for storage according to the operators manual, including flushing the system and use of winterization fluid.

**6. Hour Meter.** For each item of Equipment returned with a broken or missing hour meter, you shall accept an invoice from us and remit to us an amount equal to \$1,000. You agree that the hour meter included with the Equipment is conclusive of the number of hours of Equipment use.

**7. Invoices for Excess Wear And Tear.** Upon any return of the Equipment, we shall, in our sole discretion, determine the existence of any Excessive Wear and Tear. In the event any item of Equipment is returned to us with Excessive Wear and Tear, you shall, at our sole discretion, either (i) accept an invoice from us and remit to us the cost of repairing or replacing the affected component(s) which we determine necessary to return the Equipment to its required condition, and/or (ii) accept an invoice from us and remit to us an amount equal to our estimate of (1) the cost of new tires or tracks if the tires or tracks are damaged due to broken side walls or excessive cuts or damage, or (2) the cost of new tires or tracks multiplied by the difference between (A) our estimate of the percentage of the useful life of the tires and tracks then remaining, and (B) fifty percent (50%). For example, if you return Equipment with tires having 20% of their useful life remaining, you would remit to us an amount equal to 30% of the cost of new tires ((50% - 20%) multiplied by the cost of new tires). Your failure to remit the required payment to us within ten (10) days of demand shall constitute a default by you under the terms of the Lease.

|                                                                                           |                                                                     |
|-------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| <b>LESSEE</b>                                                                             | <b>CITY OF GULFPORT</b><br>1410 24TH AVE<br>GULFPORT, MS 39501-2067 |
| By:    |                                                                     |
|                                                                                           | BILLY HEWES, MAYOR                                                  |
| Date:  | 6/7/23                                                              |

|               |                                                                                                  |
|---------------|--------------------------------------------------------------------------------------------------|
| <b>LESSOR</b> | <b>DEERE CREDIT, INC.</b><br>6400 NW 86 <sup>th</sup> ST, PO BOX 6600<br>JOHNSTON, IA 50131-6600 |
| By: _____     |                                                                                                  |
| Date: _____   |                                                                                                  |





**JOHN DEERE**  
FINANCIAL

## Delivery and Acknowledgment

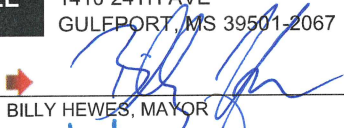
|                            |                 |
|----------------------------|-----------------|
| Lease Schedule No.         | 020-0058651-006 |
| Master Lease Agreement No. | 0058651         |

|                                    |                                                                                                |
|------------------------------------|------------------------------------------------------------------------------------------------|
| <b>Lessee:</b><br>(Name & Address) | <b>CITY OF GULFPORT</b><br>1410 24TH AVE, , GULFPORT, MS 39501-2067                            |
| <b>Lessor:</b>                     | <b>DEERE CREDIT, INC.</b><br>6400 NW 86 <sup>th</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600 |

Capitalized terms shall have the meanings set forth in the above referenced Master Lease Agreement.

Lessee hereby represents and warrants that: (1) all of the Equipment more fully described in the above referenced Lease Schedule was selected by Lessee; (2) all of the Equipment and the Operator's Manuals have been delivered to, and received by, Lessee; (3) all of the Equipment has been inspected by Lessee and is in good working order; (4) all of the Equipment is unconditionally and irrevocably accepted by Lessee for all purposes under the Lease; (5) the safe operation and the proper servicing of the Equipment have been explained to Lessee; (6) Lessee received the manufacturer's written warranty applicable to the Equipment and Lessee understands that its rights are subject to the limitations outlined therein; (7) no Event of Default has occurred and is continuing; and (8) no material adverse change in the financial or business condition of Lessee has occurred since the date of the last financial statement submitted to Lessor by Lessee.

Signed by Lessee's duly authorized representative on the date shown below.

|               |                                                                                                         |               |                                                                                                       |
|---------------|---------------------------------------------------------------------------------------------------------|---------------|-------------------------------------------------------------------------------------------------------|
| <b>LESSEE</b> | <b>CITY OF GULFPORT</b><br>1410 24TH AVE<br>GULFPORT, MS 39501-2067                                     | <b>LESSOR</b> | <b>DEERE CREDIT, INC.</b><br>6400 N.W.86 <sup>th</sup> STREET, PO BOX 6600<br>JOHNSTON, IA 50131-6600 |
| By:           | <br>BILLY HEWES, MAYOR | By:           | _____                                                                                                 |
| Date:         | <br>6/7/23            | Date:         | _____                                                                                                 |



**JOHN DEERE**  
**FINANCIAL**

## Physical Damage/Liability Insurance

Lease Schedule No.

020-0058651-006

Master Lease Agreement No.

0058651

**Lessee:**

(Name & Address)

**CITY OF GULFPORT**

1410 24TH AVE, , GULFPORT, MS 39501-2067

**Lessor:**

**DEERE CREDIT, INC.**

6400 NW 86<sup>th</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600

**LIABILITY INSURANCE** on the above referenced Lease Schedule (the "Schedule") to the above referenced Master Lease Agreement will be provided by the following insurance agency:

Name of Agency:

Phone Number of Agency:

Mailing Address of Agency

Fax Number of Agency

**PHYSICAL DAMAGE INSURANCE** on the Schedule will be provided by the following agency:

Name of Agency:

Phone Number of Agency:

Mailing Address of Agency

Fax Number of Agency

If an insurance certificate is available, it should be provided in place of the above information

### ADDITIONAL INSURED and LOSS PAYEE:

Deere Credit, Inc.

Its Successors &/or Assigns

6400 NW 86<sup>th</sup> St

Johnston, IA 50131

The undersigned agrees and understands that, pursuant to the provisions of Section 6 of the Master Lease Agreement, the undersigned must at all times (1) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured; and (2) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 of the Master Lease Agreement), naming us (and our successors and assigns) as sole loss payee.

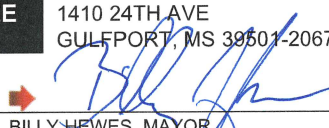
**LESSEE**

**CITY OF GULFPORT**

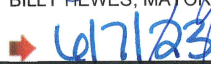
1410 24TH AVE

GULFPORT, MS 39501-2067

By:

  
BILLY HEWES, MAYOR

Date:

  
6/7/23

### Office Use Only

Contact Date(s):

Contact Name:

Liability Insurance Company Policy #:

Liability Insurance Expiration Date

Liability Limits:

Notes:

Physical Damage Insurance Company and Policy #

Physical Damage Insurance Expiration Date

Insured Value:

Notes:

Loss Payee Deere Credit, Inc.?

☐ Yes

☐ Will Be Added

Verified By:



**JOHN DEERE**  
**FINANCIAL**

## Advance Lease Payment Invoice

|            |            |
|------------|------------|
| Due Date:  | 05/12/2023 |
| Total Due: | \$5,660.51 |

| Billing Address:                                           | Updated Billing Information: |
|------------------------------------------------------------|------------------------------|
| CITY OF GULFPORT<br>PO BOX 1780<br>GULFPORT, MS 39502-1780 |                              |

Please Note: All future invoices will be sent to the billing address shown unless you update your billing information above.

| Master Lease Agreement Number |      |         | 0058651           |            |                   |                  |                 |                       |
|-------------------------------|------|---------|-------------------|------------|-------------------|------------------|-----------------|-----------------------|
| App #                         | Mfg. | Model # | Serial Number     | Due Date   | Rental/Tax Amount | Security Deposit | Origination Fee | Advance Lease Payment |
| 268853                        | JD   | 7200A   | 1TC7200AJPV100021 | 05/12/2023 | \$5,660.51        | \$0.00           | \$0.00          | \$5,660.51            |

| Correspondence Only:                                                                                                                           | Remit Checks Payable To:                                                                           |
|------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| Deere Credit, Inc.<br>Attn: Lease Administration<br>PO Box 6600<br>Johnston, IA 50131-6600<br><br>Phone: (888) 777-2560<br>Fax: (888) 777-2561 | Deere Credit, Inc.<br>Attn: Acct. Dept. – ALP Processing<br>PO Box 6600<br>Johnston, IA 50131-6600 |

**TO ENSURE PROPER CREDIT, STAPLE CHECK AND RETURN THIS INVOICE WITH THE LEASE DOCUMENTS.**

**STAPLE ADVANCE LEASE PAYMENT CHECK HERE**

Every Dishonored Check will result in a fee of \$20.00 or an amount not to exceed the highest amount permitted by law.

# Automatic Payment Enrollment



- ☐ I accept Autopay enrollment at this time.  
☐ I decline Autopay enrollment at this time.

## **Bank Account Information**

Name of Person or Entity on Bank Account: \_\_\_\_\_

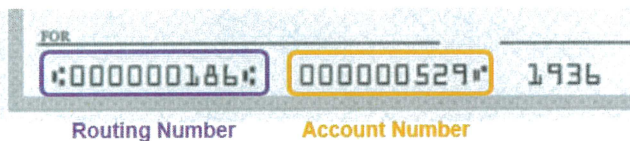
Type of Account: ☐ Checking ☐ Savings

Routing Number # (9 digit): \_\_\_\_\_

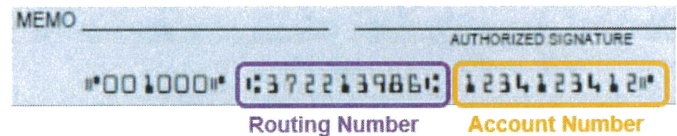
Bank Account Number: \_\_\_\_\_

**Examples:** (a voided check is not required)

### ***Personal Check***



### ***Business Check***



| John Deere Financial<br>Account number / App ID# | Accountholder Name | Accountholder<br>Phone Number | Month to begin automatic<br>payments: |
|--------------------------------------------------|--------------------|-------------------------------|---------------------------------------|
| 13839965                                         | CITY OF GULFPORT,  |                               |                                       |
|                                                  |                    |                               |                                       |

## **John Deere Financial Automatic Payment Authorization Form**

My signature authorizes Deere Credit Services, Inc. and its affiliates, ("the Company"), to initiate debit entries to the checking/savings account that I have provided to the Company for the regularly scheduled payments or other amounts owed to the Company on each individual John Deere Financial account referenced. I also authorize the Company to issue credit entries to the checking/savings account as necessary for amounts that may be due to me. This authorization is to remain in full force and effect until canceled by the Company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it. If any of the referenced John Deere Financial account is closed due to an Add-On transaction, consolidation or corrected loan agreement and I have recurring payments, this enrollment and banking information will be transferred to my new account(s). I acknowledge that I am subject to the NACHA Operation Rules and Guidelines applicable to electronic debit entries to my bank account.

**I understand any payment due prior to the month I requested above for each individual account must be made in order to be eligible for automatic payment for that account.**

\_\_\_\_\_  
Bank Account Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bank Account Owner Phone Number





**JOHN DEERE**  
FINANCIAL

# Claim for Exemption of State and Local Sales/Use Tax for Municipal and Tribal Entities

## Seller

Name: Deere Credit Inc.

Address: 6400 NW 86<sup>th</sup> St. Johnston, IA 50131

## Purchaser

Name: CITY OF GULFPORT

Address: 1410 24TH AVE, GULFPORT, MS 39501-2067

ID Number (If Applicable): \_\_\_\_\_

Exemption Number (if applicable): \_\_\_\_\_

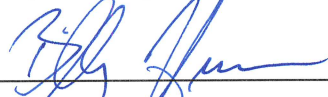
### Description of Item Being Purchased

|  | Quantity | Year | Manufacturer | Equipment Description                       |
|--|----------|------|--------------|---------------------------------------------|
|  | 1        | 2023 | JOHN DEERE   | 7200A PrecisionCut Trim and Surrounds Mower |
|  | Quantity | Year | Manufacturer | Equipment Description                       |
|  | 4        | 2023 | JOHN DEERE   | GATOR TX (Model Year 2023)                  |
|  | Quantity | Year | Manufacturer | Equipment Description                       |
|  | 3        | 2023 | JOHN DEERE   | Z950M ZTrak                                 |
|  | Quantity | Year | Manufacturer | Equipment Description                       |
|  | 1        | 2023 | JOHN DEERE   | ProGator 2020A (Gas)                        |
|  | Quantity | Year | Manufacturer | Equipment Description                       |
|  | 1        | 2023 | JOHN DEERE   | ProGator 2020A (Gas)                        |
|  | Quantity | Year | Manufacturer | Equipment Description                       |
|  | 1        | 2023 | JOHN DEERE   | SPRAYER, HD200                              |



|  | Quantity | Year | Manufacturer | Equipment Description |
|--|----------|------|--------------|-----------------------|
|  | 1        | 2023 | JOHN DEERE   | Z920M ZTrak           |

By signing below, purchaser certifies that the items being purchased are exempt from state and local sales tax.

By: 

Title: Mayor

Date: 6/7/23

Telephone Number: \_\_\_\_\_



P.O. Needed

## Engineered Cooling Services

## Service Proposal

A Service Logic Company

TO: **Gulfport Police Dept**  
**2220 15<sup>th</sup> St**  
**Gulfport, MS 39501**

PROJECT: **Annual PM**

LOCATION: **Designated Areas**

ATTN: **Jeffrey Sellers**

PROPOSAL NO: **Q-02-2021-208198**

PHONE: **228-868-5919**

DATE: **April 20, 2023**

EMAIL: **[jsellers@gulfport-ms.gov](mailto:jsellers@gulfport-ms.gov)**

CONTRACT NO: **04998**

---

THANK You FOR THE OPPORTUNITY OF PROVIDING You WITH THIS PROPOSAL

Engineered Cooling Services is pleased to propose the following: The necessary labor, materials, and expenses to perform one Annual PM at the above location during the period of May 2023 through April 2024.

### Scope of Work: One time Annual PM

#### Air Cooled Chiller Units

1. Check performance of compressor, condenser and evaporator.
2. Check and adjust refrigerant controls.
3. Check and adjust safety controls.
4. Check equipment for any signs of leaks.
5. Check and ensure proper refrigerant charge.
6. Check compressor for proper oil levels.
7. Check for excess noise or vibration.
8. Check operation of automatic controls.
9. Check condition of electrical controls and wiring.
10. Purge non-condensables from refrigerant system as required.
11. Check and confirm proper operation of purge unit.
12. Check and record run-time hours on purge unit.
13. Check and record operating conditions.
14. Take oil sample for analysis (performed once during operating season).
15. Observe overall condition and report any deficiencies that are discovered.
16. Assure that the power supply to the chiller is secured at the main disconnect.
17. Inspect and calibrate operating controls.
18. Inspect all safety controls.
19. Clean or change oil filter as required (excludes internal oil filter).
20. Change all refrigerant and dehydrator filters.
21. Inspect starter, starter contacts and wiring.
22. Torque all electrical contacts.
23. Megohm chiller motor and oil pump.
24. Clean, brush and flush all the condenser tubes. This is vital for proper heat transfer.
25. Leak test chiller for refrigerant leaks.
26. Check operation of the oil sump heaters.
27. Check operation of the purge unit.
28. Wipe down exterior of the chiller and remove any debris from the chiller area.
29. Observe overall condition and report any deficiencies that are discovered.

06062023-18

# Service Proposal

## Pricing:

Annual PM: \$3,156.00

Service Office Location: Mobile Alabama

6 Month Follow Up Inspection: \$850.00  
(Scope of Work #1-15)

## Terms:

1. Work to be performed during normal hours of operation Monday thru Friday, overtime premiums excluded.
2. Proposal is subject to progress billings.
3. Proposal is for specified work only.
4. Proposal is subject to revision if not accepted within 30 days of receipt.
5. Proposal is subject to the attached Terms and Conditions.
6. Payment terms are Net 30.

SUBMITTED BY: ZACHARY POWELL

SIGNATURE: Zachary Powell

TITLE: SALES ENGINEER

PHONE: 8520-572-1221

ACCEPTED BY: City of Gulfport

SIGNATURE: [Signature]

TITLE: Mayor



## Terms and Conditions

1. **OFFER AND ACCEPTANCE:** Company offers to sell the materials, equipment and services indicated in strict accordance with the terms and conditions stated herein. Submittal of a Purchase Order or execution of this offer by Client, or allowing Company to commence work shall be deemed an acceptance of this offer, which offer and acceptance shall constitute a legally enforceable contract between Client and Company. Any additional or differing terms and conditions contained on Client's Purchase Order (whether or not such terms materially alter this offer) are hereby rejected by Company and shall not become part of the contract between Client and Company unless expressly consented to in writing by Company. This offer is subject to acceptance within 30 days after date and is based on all work being performed during regular working hours.
2. **TERMS:** Terms of Payment for goods shipped and/or services rendered hereunder shall be NET or RECEIPT of INVOICE. Company reserves the right to add to any account outstanding more than thirty (30) days a charge of one and one-half (1-1/2%) percent of the principal amount due at the end of each thirty (30) day period.
3. **INVOICING:** Company reserves the right to issue partial or complete INVOICES as material is furnished and as services are rendered.
4. **PERFORMANCE:** Company shall not be liable for failure to ship or delays in delivery of equipment or performance of services hereunder where such failure or delay is due to the disapproval of the Company's Credit Department, or due to strikes, fires, accidents, national emergency, failure to secure materials from the usual sources of supply, or any other circumstance beyond the control of the Company, whether of the class of causes enumerated above or not, which shall prevent Company from making deliveries or performing services in the usual course of business. In the event of the disapproval of the Company's Credit Department or the occurrence of any of the above, Company may, at its sole option, cancel Client's Purchase Order without the liability on the part of the Company. Alternatively, Company may extend the time for its performance by a period equal to the duration of the cause underlying Company's failure or delay. Receipt of the equipment or services by Client upon its delivery shall constitute a waiver of all claims for delay.
5. **WARRANTY:** Company guarantees service work and all materials of Company manufacture against defects in workmanship and material for 90 days from date of completion of the work and will repair or replace F.O.B. Point of manufacture or shipment such products or components as Company finds defective. This warranty does not include the cost of labor to remove or reinstall any defective components, nor does this warranty include cost of handling, shipping or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system after completion of the work. On machinery and materials furnished by Company, but manufactured by others, Company will extend the same guarantee it receives from the manufacturer.
- THIS WARRANTY AND LIABILITY SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, IN LAW OR IN ACT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES CONTAINED HEREIN SET FORTH CLIENT'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS.
6. **PATENTS:** If there is brought against the Client any suit or proceeding based on a claim that an apparatus, or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, Company, if notified promptly in writing and given authority, information and assistance by the Client for the defense of same, will defend same and pay all expenses and costs which may be awarded therein against the Client. In the event that the Client has complied with the conditions just stated and the apparatus, or any part thereof, is held to constitute infringements and its use is enjoined, Company, in lieu of all other liability except as above stated, will, at its own expense, either procure for the Client the right to continue using said apparatus, or replace same with non-infringing apparatus, or modify it so it becomes non-infringing, or remove said apparatus and refund the purchase price thereof, but Company's liability shall in no case exceed the purchase price of said infringing apparatus.
7. **LIMITATION OF LIABILITY:** All claims, causes of action or legal proceedings against Company arising from Company's performance under this contract must be commenced by Client within the express warranty period specified under Paragraph 6 hereof. Failure to commence any such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof by Client. IN NO EVENT SHALL COMPANY'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY COMPANY FROM CLIENT UNDER THE INSTANT CONTRACT. NOR SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, TORT OR STRICT LIABILITY.
8. **DELIVERY:** Shipping dates are approximate only. No shipping date requested or specified by Client will be binding on Company unless such request or specification is specifically agreed to in writing by an officer of Company. Shipment shall be F.O.B. Factory with title passing to Client upon delivery to the carrier by Company.
9. **CANCELLATION:** Company reserves the right to collect cancellation charges (including but not limited to all costs and expenses incurred, plus reasonable overhead and profit against any canceled order).
10. **DISPUTES AND CHOICES OF LAWS:** This contract shall be deemed to have been entered into and shall be governed by the laws of the State of Florida. All claims, disputes and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of the arbitration shall be Pensacola, FL, unless another site is mutually agreed between the parties. The parties agree that any part of the arbitration shall be entitled to discovery of the other party as provided by the Federal Rule of Civil Procedure, provided, however, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association.
11. **COST TO COMPANY:** In the event it becomes necessary for Company to incur any costs or expenses in the collection of monies due Company from Client, or to enforce any of its rights or privileges hereunder, Client, upon demand shall reimburse Company for all such costs and expenses (including but not limited to, reasonable attorney's fees).
12. **ENTIRE AGREEMENT:** These terms and conditions, and the matter set forth on the face of Company's offer to sell, constitute the entire agreement between Company and Client. No course of dealings or performance, or prior, concurrent or subsequent understandings, agreements or representations become part of this contract unless expressly agreed to in writing by an authorized representative of Company.
13. **ASSIGNMENT:** Client shall not assign this contract or any interest therein without the prior written consent of Company. Any actual or attempted assignment without Company's consent shall entitle Company, at its sole option, to cancel this contract and, in such event, Company shall be entitled to payment for all work performed and materials furnished to the date of cancellation, as well as reasonable compensation for lost income and profits.

By signing the below line, you are confirming that you have read and understand this paragraph and that you agree to the Terms and Conditions listed above.

Signature: \_\_\_\_\_

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

PENSACOLA, FL • PANAMA CITY, FL • TALLAHASSEE, FL • ORLANDO, FL • MOBILE, AL • MONTGOMERY, AL • BIRMINGHAM, AL  
FL CMC39591 / AL 42653 / MS 15829-SC / GA CN210182



PROPOSAL AND SERVICE AGREEMENT

Johnson Controls Fire Protection LP  
18 Boulden Circle  
New Castle, De 19720  
302-325-6300

[www.johnsoncontrols.com](http://www.johnsoncontrols.com)

P.O. Needed

|                                      |                     |                                      |                       |
|--------------------------------------|---------------------|--------------------------------------|-----------------------|
| Date: 3/1/2023                       | Customer #: 1934310 | Product Family: Sprinkler-Wet        | Service Sales         |
| SR #: 54118904                       | JD Proposal #:      | Prepared By: Dana Branton            | Phone #: 251-370-1927 |
| Quote Ref:                           |                     | Email: Dana.Branton@jci.com          |                       |
| <b>Site Information</b>              |                     | <b>Billing Information</b>           |                       |
| Name: Gulfport Police HQ & Municiple |                     | Name: Gulfport Police HQ & Municiple |                       |
| Address: 2220 15th Street            |                     | Address: 2220 15th Street            |                       |
| City: Gulfport                       | State: MS           | City: Gulfport                       | State: MS             |
| Zip Code: 39501                      |                     | Zip Code: 39501                      |                       |
| Purchaser Contact Information:       |                     |                                      |                       |
| Name: Jeff Sellers                   | Phone: 228-343-9545 | Email: jsellers@gulfport-ms.gov      |                       |

Johnson Controls Fire Protection LP ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and or materials hereinafter described, subject to the terms and conditions of this Agreement.

**Scope of Work**

install pressure switch on pre action system and perform 3yr full flow trip test and 3yr air leakage test. Also Replace tamper switch for roof hose valves .

|                                                 |                                             |                                                                                                |
|-------------------------------------------------|---------------------------------------------|------------------------------------------------------------------------------------------------|
| Prevailing Wage Required?                       | No                                          | Working Hours: Based on normal business hours<br>Mon-Fri 7:30AM-4:00PM unless otherwise noted. |
| Certified Payroll Required?                     | No                                          |                                                                                                |
| Customer/Site Tax Exempt?                       | No                                          |                                                                                                |
| Payment Terms:                                  |                                             | <b>\$2,733.40</b> <b>Two Thousand Seven Hundred Thirty Three Dollars and Forty Cents</b>       |
| <input checked="" type="checkbox"/> Fixed Price | <input type="checkbox"/> Labor and Material | <input type="checkbox"/> NTE                                                                   |
|                                                 |                                             | <b>\$2,733.40</b>                                                                              |
| *This Proposal is valid for 30 days*            |                                             |                                                                                                |

Name: Billy Hewes  
Title: Mayor  
PO # \_\_\_\_\_  
Signature: [Signature]

Johnson Controls Fire Protection LP  
Dana Branton  
Dana.Branton@jci.com  
251-370-1927

06062023-19

## TERMS AND CONDITIONS

1. **Term.** The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term (each a "Renewal Term").

2. **Payment and Invoicing.** Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Unless otherwise agreed to by the parties, amounts are due upon receipt of the invoice by Customer. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

3. **Pricing.** The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Term. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term.

Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

4. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. **Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was

designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on-site at Customer's premises shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 18 of this Agreement. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY.** To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. **Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 18 of this Agreement.

8. **General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). **UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.**

9. **Customer Responsibilities.** Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings,



- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the Internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**10. Repair Services.** Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

**11. System Equipment.** The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**12. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**13. Availability and Cost of Steel, Plastics & Other Commodities.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

**14. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**15. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur;
- "permit confined space," as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no

obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, firefighting materials including without limitation any firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged during performance of the Services.

**16. Covid-19 Vaccination.** Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Company's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

#### 17. Other Services

**A. Remote Service.** If Customer selects Remote Service, Company shall provide support for the Customer's system by way of education, remote assistance and triage that does not require programming changes to the Customer's panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 18.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

**B. Connected Fire Sprinkler Services; Connected Fire Alarm Services.** Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer's Covered Equipment for Customer's sprinkler system or fire alarm system, as applicable, to assist JCI in advising Customer on such equipment's health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware ("Gateway Device") or Customer will supply a network connection suitable to enable communication with Customer's Covered Equipment in order for Company to deliver the Connected Services. For more information on whether your particular equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your JCI sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for such services. Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES



SECTION 19 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control. C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at <https://www.johnsoncontrols.com/buildings/eqa/signalgenerator>.

18. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. In no event shall JCI and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits,

revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 18 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 18 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 18:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the system develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company.

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring Services upon notice to Customer.

F. Communication Facilities.

i. Authorization. Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. Digital Communicator. Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 18.

iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS. ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

G. **Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. **Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response.

19. **Limited Warranty.** COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by Company. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY

DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

20. **Software and Digital Services.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

21. **Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

22. **Outside Charges.** Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

23. **Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

24. **Waiver of Subrogation.** Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

25. **Force Majeure, Exclusions.** Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe reinfestations), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or

Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

26. **Exclusions.** This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-JCI installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and JCI shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by JCI at JCI's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

27. **Delays.** Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

28. **Termination.** Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

29. **No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

30. **Default.** An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement, (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

31. **One-Year Limitation on Actions; Choice of Law.** For Customers located in the United States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For Customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on forum non conveniens. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

32. **Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

33. **Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

34. **Headings.** The headings in this Agreement are for convenience only.

35. **Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

36. **Electronic Media.** Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax

equivalent to the original for any and all purposes, including litigation.

37. **Legal Fees.** Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

38. **Lien Legislation.** Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

39. **Privacy.** A. **Company as Processor:** Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) shall apply. B. **Company as Controller:** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

40. **Licensee Information (Security System Customers):** AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9586. AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501) 618-8600. CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95834. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at [www.johnsoncontrols.com](http://www.johnsoncontrols.com) or contact your local Johnson Controls office.

## CUSTOMER ACCEPTANCE

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Pricing is based upon the following billing and payment terms. Invoices will be delivered via email, payment due upon receipt, and invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

• This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

☐ NO: This signed contract satisfies requirement.

☒ YES: Please reference this PO Number. \_\_\_\_\_

AR Invoices are accepted via e-mail:

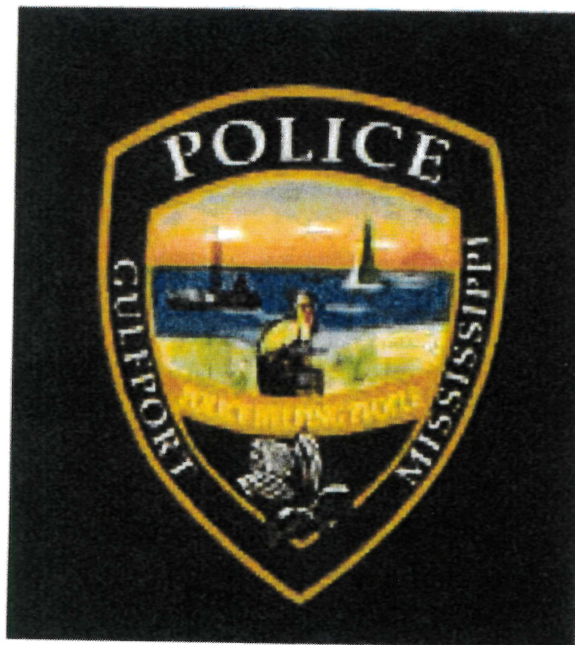
☐ YES: E-mail address to be used: \_\_\_\_\_

☐ NO: Please submit invoices via mail.

☐ NO: Please submit via: \_\_\_\_\_



## Trial Agreement



*The information contained in this Trial Agreement will not be disclosed by the **Gulfport Police Department**, otherwise known as **the Customer** to any third party and will not be duplicated, used or disclosed in whole or in part for any purpose other than for the purpose of evaluating the Offerings contemplated by this Trial Agreement. The **Customer** will only have the right to duplicate, use or disclose the information in this Trial Agreement internally to the extent required to evaluate this Trial Agreement.*

## Table of Contents

|    |                                                 |   |
|----|-------------------------------------------------|---|
| 1. | Background .....                                | 3 |
| 2. | Objective .....                                 | 3 |
| 3. | Trial Agreement .....                           | 3 |
| 4. | Proposed Trial Scope .....                      | 3 |
| 5. | Customer Key Contacts .....                     | 4 |
| 6. | Method of Communication .....                   | 4 |
| 7. | Scope .....                                     | 4 |
|    | Appendix A – Trial User List .....              | 5 |
|    | Attachment A – End User License Agreement ..... | 6 |

## 1. Background

Chorus Intelligence, Inc. (Chorus), a lawful company incorporated in the United States under the laws of the State of Delaware and a provider of innovative software solutions to law enforcement agencies around the world since 2011, markets the very successful suite of Chorus products which include:

- 1) Chorus Analyze
- 2) Chorus Investigate
- 3) Chorus Search plus associated connectors to social media, Open Source, custom (internal business systems), and consented data sources
- 4) Chorus Hub
- 5) Chorus Capture
- 6) Chorus Cross Case
- 7) Chorus Financial

A Chorus Representative has presented a demonstration of Chorus Search Hub Cap & Chorus Investigate to the **Customer**. Following this presentation, there was support given by the **Customer** to enter into a Trial Agreement with Chorus Intelligence.

## 2. Objective

The main objective of the trial is to establish additional efficiencies that can be realized by the **Customer** with the introduction of Chorus' products into their investigative processes.

## 3. Trial Agreement

This Trial Agreement is for the following Chorus software: Chorus Search (with Chorus Capture & Chorus Hub) & Chorus Investigate ("Trial Software"). This trial will take place over a 30-day period. At the trial's conclusion, the **Customer** is under no obligation to acquire the Trial Software. If the **Customer** and Chorus agree to move forward at the conclusion of the trial, a formal quote will be drafted and provided by Chorus' Customer Success Manager for their review.

## 4. Proposed Trial Scope

This Trial Agreement describes the proposed scope of the trial. In this trial, Chorus will:

- Deploy Chorus Search (with Chorus Capture & Chorus Hub) & Chorus Investigate
- Configure the products for use by the **Customer's** named trial users
- Verify & test the deployed solution
- Provide training and support to the named trial users

## Chorus Products Included in the Trial

### Search (Hub and Capture) & Investigate

Chorus will also work with the **Customer** to finalize the numbers of licenses and exact versions of the selected software prior to the software's installation and the commencement of training.

In order for your users to be able to access the products you will need to whitelist the environment URL that you are using.

AWS Trial Environment: <http://us.chorusintel.cloud>

AWS Gov Environment: <https://cis.chorusintel.cloud/>

## 5. Customer Key Contacts

The following table lists personnel from the **Customers** that are assigned to this trial.

| Name | Role in Organization | Contact Details |
|------|----------------------|-----------------|
|------|----------------------|-----------------|

Weekly meetings will also be held throughout the trial period to further ensure that the stated trial's objectives are achieved. All meetings will be followed with a summary email and actions recorded. Chorus promotes free and open communications between all parties and, to that end, we encourage you to reach out to your Customer Success Manager (CSM) or sales lead as needed to discuss comments/concerns/ideas throughout the trial.

## 6. Method of Communication

During the trial, any and all of the following methods of communication may be utilized:

- Email
- Phone calls
- Microsoft Teams Meetings
- Face to face meetings
- Written documentation

## 7. Scope

The trial's scope is as follows:

- Installation and implementation of the specified software
- Training as denoted above
- Weekly meetings

Anything not considered to be in scope as outlined above, is deemed to be out of scope. Changes requested to the scope of the project will be considered, discussed and resolved as part of an agenda item for the regularly scheduled meetings. New feature requests and product suggestions are strongly encouraged as part of the feedback loop/evaluation of our products. These suggestions will solely be collected and assessed for post-trial rollout and there is no obligation for Chorus to act upon them within the timeframe of said trial.



## Appendix A – Trial User List

This Appendix contains the list of trial users (as provided by the **Customer**) who will be configured for access to the software. The **Customer** may request additional users at any time during the trial.

### Trial User Information required for the Customer

| Name | Role | Email | User ID |
|------|------|-------|---------|
|      |      |       |         |
|      |      |       |         |
|      |      |       |         |
|      |      |       |         |
|      |      |       |         |

## Attachment A – End User License Agreement

**End User License Agreement – Applies to all Chorus products agreed to in Chorus Trial Agreement for the Gulfport Police Department**

### CHORUS INTELLIGENCE INC. SOFTWARE TRIAL AGREEMENT

#### **1. GRANT OF LICENSE TO USE**

2. Subject to and conditional upon your compliance with these terms and conditions (these “**Terms**”), Chorus Intelligence Inc. (“**we**”, “**us**”, “**our**” or “**Company**”) hereby grants to you (“**you**” “**your**” or “**Customer**”) and your Authorized Users, a non-exclusive, non-sublicensable, non-assignable, royalty-free license to access and use the authorized products and services (the “**Service**”) solely for the purpose of evaluating the Service prior to purchase (the “**Trial**”). For the purposes of these Terms, “**Authorized Users**” are the individuals we have specifically authorized in writing to use the Service and in respect of which we have provided a user name and password to access the Service. The term of this license (“**Term**”) will be the duration of the trial.

#### **CHANGES**

3. You acknowledge that any software provided during the Trial may be in a pre-release form and we give no warranty with respect to the function or specifications thereof. In addition, we reserve the right, in our sole discretion, to make any changes to the Service and materials relating thereto that we deem necessary or useful during the Trial, for any reason whatsoever, including in order to:

Task 1 - maintain or enhance:

**Assumptions:** the quality or delivery of our services to our customers, generally;

**Assumptions:** the competitive strength of or market for our services; or

**Assumptions:** the cost efficiency or performance of the Service; or

Task 2 - to comply with applicable Law.

#### **SUPPORT SERVICES**

**Content: Initial Support.** During the Term, we will provide you with the following support services:

Task 1 - telephone or electronic support during our normal business hours (8:30am to 5:30pm ET) in order to help you correct problems with the Service, and

Task 2 - internet-based support system generally available seven days a week, twenty-four hours a day.

**Content: Service Access Limitations.** You acknowledge and agree that the Service may become unavailable to you during periods where:

Task 3 - you have been notified that there will be a scheduled downtime to permit servicing or upgrading of the Service;

Task 4 - there is downtime or degradation of the Service resulting from an event of Force Majeure (as described in the **General Provisions** of these Terms);

Task 5 - any other circumstances beyond our reasonable control which result in downtime or failure of the Service, including use by you or any Authorized User of Third-Party Materials, misuse of the hosted services (if any) provided by our Cloud Services Provider ("CSP") or use of the Service other than in express compliance with these Terms; and

Task 6 – a suspension or termination of access to, or use of, the Service by you or any Authorized User are permitted by these Terms or your terms of use for the hosted services provided by our CSP.

#### **DATA PROTECTION**

**Content:** We will implement appropriate safeguards to assist in the prevention of unauthorized access to, use of, or disclosure of your data used or entered as part of your use of the Service. However, you acknowledge and agree that you have and will retain sole responsibility for:

Task 1 - all information, instructions and materials provided by or on behalf of Customer or any Authorized User in connection with the Service;

Task 2 - the information technology infrastructure from which you access the Service (your "Systems");

Task 3 - the security and use of user names and passwords used by you and your Authorized Users to access the Service; and

Task 4 - all access to and use of the Service indirectly by or through your Systems or using user names and passwords provided to your Authorized Users, whether such access or use was made with or without your knowledge or consent, and including all results obtained from, and all conclusions, decisions and actions based on, such access or use.

**Content:** You will employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to:

Task 5 - securely administer the distribution and use of all user names and passwords used to access the Service and protect against any unauthorized access to, or use of, the Service; and

Task 6 - control the content and use of your Data, including the uploading or other provision of Data for processing by the Service.

#### **CUSTOMER RESTRICTIONS**

**Content:** You will not:

Task 1 - distribute, license, loan, or sell the Service or other content that is contained or displayed in it;

Task 2 - modify, alter, or create any derivative works of the Service;

Task 3 - reverse engineer, decompile, decode, decrypt, disassemble, or derive any source code from the Service;

Task 4 - remove, alter, or obscure any copyright, trademark, or other proprietary rights notice on or in the Service;

Task 5 - upload, post, reproduce or distribute any information, software, or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.

### **TERMINATION**

**Content:** We may, directly or indirectly, and by use of a disabling device or any other lawful means, immediately suspend, terminate or otherwise deny access to, or use of, all or any part of the Service or related materials by you, any Authorized User or any other person or entity, without incurring any resulting obligation or liability to you, for any reason, including if:

Task 1 - we receive a Governmental Order that expressly or by reasonable implication requires us to do so; or

Task 2 - we believe, in our sole discretion, that:

**Assumptions:** you or any Authorized User has failed to comply with, any material provision of these Terms, accessed or used the Service beyond the scope of the rights granted or for a purpose not authorized under these Terms or in any manner that does not comply with any instruction or requirement we communicate to you;

**Assumptions:** you or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities relating to or in connection with the Service; or

**Assumptions:** these Terms expire or are terminated.

**Content: Expiry.** These Terms, and your right to access or use the Service shall automatically expire at the end of the Term.

### **EFFECT OF TERMINATION OR EXPIRY**

**Content: Discontinuance of Use.** Customer shall cease all use of the Service upon the effective date of the termination or expiry.

**Content: Recovery of Data.** Customer will have 30 days from the date of termination or expiry to retrieve any of your Data that you wish to keep. After such date, all such Data will



become inaccessible to you and we may, without obligation, delete or otherwise destroy any or all of such Data

#### **LIMITATION ON LIABILITY**

**Content: LIMITS ON LIABILITY.** NEITHER OF US WILL BE LIABLE TO THE OTHER PARTY FOR BREACH-OF-CONTRACT DAMAGES SUFFERED BY THE OTHER PARTY THAT ARE REMOTE OR SPECULATIVE, OR THAT COULD NOT HAVE REASONABLY BEEN FORESEEN. IN NO EVENT WILL COMPANY BE LIABLE TO YOU FOR:

Task 1 - LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR DIMINUTION IN VALUE;

Task 2 - IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICE;

Task 3 - LOSS, DAMAGE, CORRUPTION OR RECOVERY OF YOUR DATA;

Task 4 - BREACH OF DATA OR SYSTEM SECURITY; OR

Task 5 - CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, AGGRAVATED, PUNITIVE OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER WE WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

**Content: NO LIABILITY.** ACCESS TO THE SERVICE IS PROVIDED FREE OF CHARGE DURING THE TRIAL. CONSEQUENTLY, IN NO EVENT WILL WE INCUR LIABILITY TO YOU UNDER OR IN CONNECTION WITH THESE TERMS OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

#### **GENERAL PROVISIONS**

**Content: Amendment.** These Terms may not be amended, modified or supplemented without the express written consent and agreement of Company.

**Content: Assignment.** Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under these Terms, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without our prior written consent, which consent may be withheld by us for any reason. For purposes of the preceding sentence, and without limiting its generality, any amalgamation, arrangement or reorganization involving Customer will be deemed to be a transfer of rights, obligations or performance under these Terms for which our prior written consent is required. No delegation or other transfer will relieve Customer of any of its obligations or performance under these Terms. Any purported assignment, delegation or transfer in violation of this

Section is void. These Terms are binding upon and ensure to the benefit of both Customer and Company and their respective permitted successors and assigns.

**Content: Governing Law.** These Terms will be governed, construed, and enforced in accordance with the laws of the State of Delaware, without regard to its conflict of laws rules.

**Content: Severability.** If any part of these Terms is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

**Content: Waiver.** The failure or neglect by a party to enforce any of its rights under these Terms will not be deemed to be a waiver of that party's rights.

**Content: Force Majeure.** A party shall not be liable for any failure of or delay in the performance of these Terms for the period that such failure or delay:

Task 1 – is beyond that party's reasonable control,

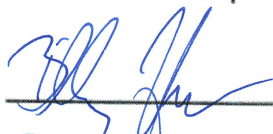
Task 2 – is materially affects the performance of any of its obligations under this agreement, and

Task 3 - could not reasonably have been foreseen or provided against,

but a party's failure or delay to perform these Terms will not be excused for reasons resulting solely from general economic conditions or other general market effects.

By signing this document, you accept all of the terms and conditions contained herein.

**ACCEPTED on behalf of Gulfport Police Department**

By:  Date: 6/7/2023  
Name: Billy Hewes Title: Mayor

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

**ACCEPTED on behalf of Chorus Intelligence, Inc.**

By:  Date: March 6, 2023  
Name: Al Kassam Title: Chief Delivery Officer

## CHANGE ORDER

**OWNER:**

City of Gulfport  
4050 Hewes Avenue  
Gulfport, MS 39507

**CHANGE ORDER NO.**

1

**DATE:** May 8, 2023

**CONTRACTOR:**

SCI, Inc.  
13520 Old Highway 67  
Biloxi, MS 39532

**ENGINEER:** Covington Civil &  
Environmental

**PROJECT:** Debuys Road Pump Station  
Replacement Project

**SUMMARY:**

This change order serves to decrease the contract amount.

The following Items have been added/removed to the Contractor's scope of work:

|                                                                                            |               |
|--------------------------------------------------------------------------------------------|---------------|
| COI-1. Increase in Generator Platform Area.                                                | \$17,150.00   |
| COI-2 Addition of three (3) reducers for pump elbow to station piping.                     | \$3,052.03    |
| COI-3 Deduction for the omission of baffle.                                                | (\$1,500.00)  |
| COI-4 Electrical increase for ATS to Generator wiring due to final platform configuration. | \$2,357.75    |
| Summary Quantity Change (Decrease)                                                         | (\$26,878.21) |
| The Net Change to the Contract Amount will therefore be minus.                             | (\$5,818.43)  |

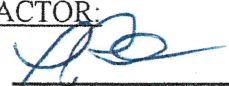
**THE CONTRACT IS AMENDED AS SHOWN BELOW:**

**(Not valid until executed by the Owner, Engineer, and Contractor)**

|                                                           |                |
|-----------------------------------------------------------|----------------|
| The original Contract Sum:                                | \$1,211,294.80 |
| Net Change by previously authorized Change Orders:        | \$0.00         |
| The Contract Sum prior to this Change Order was:          | \$1,211,294.80 |
| The Contract Sum will now Change (+):                     | (\$5,818.43)   |
| The New Contract Sum including this Change Order will be: | \$1,205,476.37 |

|                                                                |          |
|----------------------------------------------------------------|----------|
| The original Contract Time:                                    | 6/9/2023 |
| Net Change by previously authorized Change Orders:             | 0        |
| The Date of Substantial Completion prior to this Change Order: | 6/9/2023 |
| The Contract Time will now Change by (+) days:                 | 60       |
| The New Date of Substantial Completion will be:                | 8/8/2023 |

**CONTRACTOR:**

By:   
Date: 5-8-2023

**ENGINEER:**

By:   
Date: 5/8/2023

**OWNER:**

By:   
Date: 6/7/2023

| PAY<br>ITEM<br>NO.                           | PAY ITEM                                                      | UNIT | UNIT PRICE  | ORIGINAL CONTRACT |               | AMENDED QUANTITIES |          | CONTRACT REVISIONS |               |                |
|----------------------------------------------|---------------------------------------------------------------|------|-------------|-------------------|---------------|--------------------|----------|--------------------|---------------|----------------|
|                                              |                                                               |      |             | CONTRACT QUANTITY | EXTENSION     | INCREASE           | DECREASE | NEW QUANTITY       | NEW EXTENSION | NEW TOTALS     |
| 02295-A                                      | Silt Fence                                                    | LF   | \$ 4.00     | 200               | \$ 800.00     |                    | (200)    | 0                  | \$ -          | \$ (800.00)    |
| 02295-B                                      | Straw Wattles                                                 | EA   | \$ 60.00    | 2.0               | \$ 120.00     | 2                  |          | 4                  | \$ 240.00     | \$ 120.00      |
| 02731-B                                      | Interior Protective Coating                                   | VF   | \$ 1,990.70 | 14                | \$ 27,869.80  |                    | (14)     | 0                  | \$ -          | \$ (27,869.80) |
| 02730-A1                                     | 8" PVC Sewer Pipe (All Depths) - SDR 26                       | LF   | \$ 178.40   | 50                | \$ 8,920.00   | 10                 |          | 60                 | \$ 10,704.00  | \$ 1,784.00    |
| 02730-A2                                     | 30" PVC Sewer Pipe (All Depths) - SDR 26                      | LF   | \$ 777.70   | 50                | \$ 38,885.00  | 4                  |          | 54                 | \$ 41,995.80  | \$ 3,110.80    |
| 02733-A                                      | 12" Sewer Force Main                                          | LF   | \$ 125.20   | 60                | \$ 7,512.00   | 20                 |          | 80                 | \$ 10,016.00  | \$ 2,504.00    |
| 02733-B                                      | Force Main Fittings (Ductile Iron)                            | TON  | \$14,656.00 | 2                 | \$ 29,312.00  | 0.38               |          | 2.38               | \$ 34,837.24  | \$ 5,525.24    |
| 02522-B                                      | Concrete Driveway                                             | SY   | \$ 110.00   | 95                | \$ 10,450.00  |                    | (50)     | 45                 | \$ 4,950.00   | \$ (5,500.00)  |
| 02050-B                                      | Saw Cut (All Types of Thicknesses)                            | LF   | \$ 48.00    | 80                | \$ 3,840.00   | 2.5                |          | 82.5               | \$ 3,960.00   | \$ 120.00      |
| 02050-H                                      | Removal of Sewer Manholes                                     | EA   | \$ 2,500.00 | 1                 | \$ 2,500.00   | 1                  |          | 2                  | \$ 5,000.00   | \$ 2,500.00    |
| 02050-I                                      | Remove Existing Sewer Pipes (24" and Smaller)                 | LF   | \$ 6.00     | 70                | \$ 420.00     | 5                  |          | 75                 | \$ 450.00     | \$ 30.00       |
| 02050-L                                      | Remove Existing Sewer Pipes (Larger than 24")                 | LF   | \$ 9.00     | 55                | \$ 495.00     |                    | (1)      | 54                 | \$ 486.00     | \$ (9.00)      |
| 02060-B                                      | Abandon Existing Sewer In-Place with Flowable Fill            | LF   | \$ 31.50    | 50                | \$ 1,575.00   | 10                 |          | 60                 | \$ 1,890.00   | \$ 315.00      |
| 02721-E                                      | Cast-In-Place Slab                                            | CY   | \$ 2,650.00 | 17                | \$ 45,050.00  | 1.75               |          | 18.75              | \$ 49,687.50  | \$ 4,637.50    |
| 02738-A                                      | Structural Wet Well Rehabilitation                            | VF   | \$ 8,897.30 | 17                | \$ 151,254.10 |                    | (1.5)    | 15.5               | \$ 137,908.15 | \$ (13,345.95) |
| TOTAL SUMMARY QUANTITY CHANGE \$ (26,878.21) |                                                               |      |             |                   |               |                    |          |                    |               |                |
| C01-1                                        | Increase Generator Platform Area                              | LS   | \$17,150.00 | 0                 | \$ -          | 1                  |          | 1                  | \$ 17,150.00  | \$ 17,150.00   |
| C01-2                                        | Addition of three (3) Reducers for Pump Elbow at Station P    | LS   | \$ 3,052.03 | 0                 | \$ -          | 1                  |          | 1                  | \$ 3,052.03   | \$ 3,052.03    |
| C01-3                                        | Omission of Baffle                                            | LS   | \$ 1,500.00 | 0                 | \$ -          |                    | (1)      | -1                 | \$ (1,500.00) | \$ (1,500.00)  |
| C01-4                                        | Electrical Increase for ATS to Generator due to Configuration | LS   | \$ 2,357.75 | 0                 | \$ -          | 1                  |          | 1                  | \$ 2,357.75   | \$ 2,357.75    |

|                                  |    |            |
|----------------------------------|----|------------|
| TOTAL CHANGE ORDER #1            | \$ | 21,059.78  |
| TOTAL CONTRACT CHANGE (DECREASE) | \$ | (5,818.43) |



---

---

**MEMORANDUM – CITY OF GULFPORT**

---

---

**Date:** JUNE 6, 2023

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

**From:** Police Department  
Code Enforcement Division

**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: 1010K-01-026.000. Lot 4 Blk 20 Anniston Estates Unit #1. Property Located At 1002 Augustine Dr. For Violation of Remove/Haul Off Trash & Debris, Remove Clutter And Debris, Remove/Relocate Storage Struct. Mullinax Mary Jeanette Case: 10768
- Parcel 2: 1010N-04-012.001. Lot 2 Blk 7 Cowan Road Homes Subd. Sec 31-7-10. Property Located At 1501 Sadler Dr. For Violation of Remove Vehicle, Remove/Relocate Rec Vehicle. Dalglish Rusty Lynn Case: 11255
- Parcel 3: 0808C-01-001.020. Lot 15 Blk 2 Fox Run Subd. Property Located At 12419 Red Fox Dr. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Park In Approved Location, Remove Clutter And Debris. Stephens Sara D Case: 11285
- Parcel 4: 0708H-03-132.000. Lot 17 Crestview Subd. Property Located At 16062 Crestview Dr. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Park In Approved Location, Remove Clutter And Debris, Remove/Relocate Rec Vehicle. Ladnier Ronald & Kimberley Case: 11411
- Parcel 5: 0808I-03-099.000. Lot 8 Blk 2 Norwood Subd. Property Located At 1015 Shirley Dr. For Violation of Remove/Relocate Rec Vehicle. Moseley Joshua Raymond Case: 11433

**City of Gulfport**  
**ADVERTISEMENT - REQUEST FOR QUALIFICATIONS**

Sealed Statements of Qualifications will be received by The City of Gulfport at 1410 24<sup>th</sup> Avenue, Gulfport, MS 39501 until 10:00 am (local time), June 27, 2023 for:

The City of Gulfport intends to employ a consulting engineering firm to provide engineering services utilizing Labor Hour/Unit Price or Lump Sum/Firm Fixed Price contract for Citywide Lift Station Rehabilitation Project. The project will utilize Mississippi Municipality & County Water Infrastructure (MCWI) grant funding for the rehabilitation of existing sewer pump stations located inside the City limits of Gulfport. Provided through the American Plan Act of 2021 and consists of rehabilitation of existing sewer pump stations located in the city limits of Gulfport. The Consultant's scope of the services includes, but is not limited to, surveying, development of construction plans/specifications, preparation of easements/right-of-way maps and deeds for purchases, environmental related services, bidding phase services, construction engineering, and inspection services.

The selected firm shall provide engineering services related to the scope of work described. Consulting engineering firms interested in providing these services may so indicate by furnishing the City of Gulfport **one (1) original and one (1) copy plus a digital version** of their qualifications which should consist of the criteria found in RFQ.

The City of Gulfport reserves the right to select one (1) consultant or select a short list of consultants from whom more information will be required.

The City of Gulfport reserves the right to reject any and all Proposals and/or to discontinue contract execution with any party at any time prior to final contract execution.

RFQ packets will be located on-line at [www.gulfportmsbids.com](http://www.gulfportmsbids.com) or via email [jversiga@gulfport-ms.gov](mailto:jversiga@gulfport-ms.gov), Monday through Friday, 8:00 a.m. to 5:00 p.m. Engineering firms/individuals should submit a list of their qualifications, experience, and capacity for performance. Firms/Individuals must submit the name of the primary contact person and the person within the firm (if applicable) who shall be the Owner's contact and party primarily responsible for rendering services, if selected.

Additional information regarding the scope of work for this solicitation may also be viewed utilizing the Mississippi Procurement Technical Assistance Program (MPTAP) website at <https://mscpc.com>.

The grant funds provided by this agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Grant of 2022(Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 ("ARPA"), Public Law 117-2 (March 11, 2021), provided through the US Department of Treasury pursuant to Federal Award #SLFRP0003 and CFDA No. 21.027 awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26,20222) and Mississippi House Bill 1716, 2023 Regular Session (March 22,2023) , Treasury Regulations 31 C. F. R. § 34 et seq., including 31 C. F. R. §§ 34, Subpart D, all applicable terms and conditions in 2 C. F. R. Part 200 (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable. The Mississippi Department of Environmental Quality, the United States, or any of its departments, agencies or employees is not and will not be a party to this solicitation or any resulting contract.

Minority and women's business enterprises are solicited to submit a statement of qualifications and are encouraged to make inquiries regarding potential subcontracting opportunities. When subcontracting,

all potential contractors must make positive efforts to use small and minority owned business and women business enterprises. See 2. C. F. R. §200.321.

If you have any questions concerning the Request for Qualifications, please email [jversiga@gulfport-ms.gov](mailto:jversiga@gulfport-ms.gov) .To be considered, all questions must be received in the Office of Procurement no later than 10:00 am (local time) on June 20, 2023.

All proposals should be submitted sealed and marked on outside "City Wide Lift Station Rehabilitation."

This Legal Notice will appear in The Clarion Ledger and The Sun Herald on June 8, 2023 and June 15, 2023.

**City of Gulfport**  
**ADVERTISEMENT - REQUEST FOR QUALIFICATIONS**

Sealed Statements of Qualifications will be received by The City of Gulfport at 1410 24<sup>th</sup> Avenue, Gulfport, MS 39501 until 10:00 am (local time), June 27, 2023 for:

The City of Gulfport intends to employ a consulting engineering firm to provide engineering services utilizing Labor Hour/Unit Price or Lump Sum/Firm Fixed Price contract for Debuys Road Sewer Pump Station – Forcemain connection to West Biloxi Wastewater Treatment Plant. The project will utilize Mississippi Municipality & County Water Infrastructure (MCWI) grant funding for repairing existing force main, associated appurtenances and re-routing the wastewater from the North Gulfport Wastewater Treatment Plant to the West Biloxi Wastewater Treatment Plant. The project will utilize American Plan Act of 2021 and consists of rehabilitation of existing sewer pump stations located in the city limits of Gulfport. The Consultant's scope of the services includes, but is not limited to, surveying, development of construction plans/specifications, preparation of easements/right-of-way maps and deeds for purchases, environmental related services, bidding phase services, construction engineering, and inspection services.

The selected firm shall provide engineering services related to the scope of work described. Consulting engineering firms interested in providing these services may so indicate by furnishing the City of Gulfport **one (1) original and one (1) copy plus a digital version** of their qualifications which should consist of the criteria found in RFQ.

The City of Gulfport reserves the right to select one (1) consultant or select a short list of consultants from whom more information will be required.

The City of Gulfport reserves the right to reject any and all Proposals and/or to discontinue contract execution with any party at any time prior to final contract execution.

RFQ packets will be located on-line at [www.gulfportmsbids.com](http://www.gulfportmsbids.com) or via email [jversiga@gulfport-ms.gov](mailto:jversiga@gulfport-ms.gov) Monday through Friday, 8:00 a.m. to 5:00 p.m. Engineering firms/individuals should submit a list of their qualifications, experience, and capacity for performance. Firms/Individuals must submit the name of the primary contact person and the person within the firm (if applicable) who shall be the Owner's contact and party primarily responsible for rendering services, if selected.

Additional information regarding the scope of work for this solicitation may also be viewed utilizing the Mississippi Procurement Technical Assistance Program (MPTAP) website at <https://mscpc.com>.

The grant funds provided by this agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Grant of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 ("ARPA"), Public Law 117-2 (March 11, 2021), provided through the US Department of Treasury pursuant to Federal Award #SLFRP0003 and CFDA No. 21.027 awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023), Treasury Regulations 31 C. F. R. § 34 et seq., including 31 C. F. R. §§ 34, Subpart D, all applicable terms and conditions in 2 C. F. R. Part 200 (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable.



The Mississippi Department of Environmental Quality, the United States, or any of its departments, agencies or employees is not and will not be a party to this solicitation or any resulting contract.

Minority and women's business enterprises are solicited to submit a statement of qualifications and are encouraged to make inquiries regarding potential subcontracting opportunities. When subcontracting, all potential contractors must make positive efforts to use small and minority owned business and women business enterprises. See 2. C. F. R. §200.321.

If you have any questions concerning the Request for Qualifications, please email [jversiga@gulfport-ms.gov](mailto:jversiga@gulfport-ms.gov). To be considered, all questions must be received in the Office of Procurement no later than 10:00 am (local time) on June 20, 2023.

All proposals should be submitted sealed and marked on outside "West Biloxi Wastewater Treatment Plant"

This Legal Notice will appear in The Clarion Ledger and The Sun Herald on June 8, 2023 and June 15, 2023.



**PURCHASING  
DEPARTMENT**

P.O. Box 1780  
Gulfport, MS 39502  
Phone: 228-868-5705  
Fax: 228-868-0223

William H. Hardy Building  
1410 24<sup>th</sup> Ave. 2<sup>nd</sup> Floor  
Gulfport, MS 39501

**MEMORANDUM**

**TO:** City Councilmembers  
Mayor Billy Hewes

**FROM:** Olivia McMahan, Procurement Specialist

**DATE:** June 12, 2023

**RE:** Fire Station 1 signage – Fire Department

The Purchasing Department received and reviewed the quotes received on the above referenced item and determined Shaw Signs Inc. to be the lowest and best bid for a total amount of \$11,850.00.

Purchase Order #232320 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.

**FIRE DEPARTMENT - Station 1 Signage**  
**PO # 232320**

| QTY               |   | Shaw Signs   |              | Signs Plue   |              | All Signs    |              |
|-------------------|---|--------------|--------------|--------------|--------------|--------------|--------------|
| Station 1 Signage | 1 | \$ 11,850.00 | \$ 11,850.00 | \$ 13,001.63 | \$ 13,001.63 | \$ 13,644.36 | \$ 13,644.36 |
|                   |   |              | \$ -         |              | \$ -         |              | \$ -         |
|                   |   |              | \$ -         |              | \$ -         |              | \$ -         |
| Total             |   |              | \$ 11,850.00 | \$ 13,001.63 |              |              | \$ 13,644.36 |

| Department | Requestor          | Request Date | Pre-Payment Date<br>(sent invoice to<br>requestor) | Completion Date | Requested Information                                                                                                                                                                                                                                                                                                          | Status                                                   | Cost   |
|------------|--------------------|--------------|----------------------------------------------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|--------|
| UD         | Mary Treen         | 5/1/2023     | 5/16/2023                                          | 5/16/2023       | Building permit applications/issued residential & commercial over \$10K, requesting permits from 4/1 to 4/28/23                                                                                                                                                                                                                | complete- DROP BOX link                                  | \$4.37 |
| UD         | Nathan Houston     | 5/1/2023     | 5/3/2023                                           | 5/3/2023        | List of new businesses with phone numbers for month of April 2023                                                                                                                                                                                                                                                              | complete                                                 | \$4.37 |
| PD         | Kanesha Johnson    | 5/1/2023     | 5/1/2023                                           | 5/1/2023        | Report # for crash 4/17/2023- Driver Sherell Myers; Location: Hwy 49 & 19th St.                                                                                                                                                                                                                                                | completed                                                | \$0.00 |
| PD         | Kanesha Johnson -2 | 5/1/2023     | 5/1/2023                                           | 5/1/2023        | Report # for crash 1/28/2023- Driver Lorin Smith; Location: Dedeaux Rd.                                                                                                                                                                                                                                                        | completed                                                | \$0.00 |
| Court      | Janet Vital-1      | 5/1/2023     | 5/8/2023                                           | 5/8/2023        | Michael Smith - Need abstract report with disposition<br><br>Julius Hutton - Need abstract report with disposition<br><br>Alice Croff - Need abstract report with disposition<br><br>Tynell Wilbourn - Need abstract report with disposition<br><br>Nicholas Clark- Background investigation, abstract report with disposition | completed- denied to broad/vague 5/8/2023 emailed letter | \$0.00 |
| Court      | Janet Vital-2      | 5/1/2023     | 5/8/2023                                           | 5/8/2023        |                                                                                                                                                                                                                                                                                                                                | completed- denied to broad/vague 5/8/2023 emailed letter | \$0.00 |
| Court      | Janet Vital-3      | 5/1/2023     | 5/8/2023                                           | 5/8/2023        |                                                                                                                                                                                                                                                                                                                                | completed- denied to broad/vague 5/8/2023 emailed letter | \$0.00 |
| Court      | Janet Vital-4      | 5/1/2023     | 5/8/2023                                           | 5/8/2023        |                                                                                                                                                                                                                                                                                                                                | completed- denied to broad/vague 5/8/2023 emailed letter | \$0.00 |
| Court      | Janet Vital-5      | 5/1/2023     | 5/8/2023                                           | 5/8/2023        |                                                                                                                                                                                                                                                                                                                                | completed- denied to broad/vague 5/8/2023 emailed letter | \$0.00 |



|                  |                  |          |          |          |                                                                                                                                                                                            |                                                          |        |
|------------------|------------------|----------|----------|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|--------|
|                  | Kelly Nations    | 5/1/2023 | 5/1/2023 | 5/1/2023 | all records pertaining to this address                                                                                                                                                     | completed- denied to broad/vague 5/3/2023 emailed letter | \$0.00 |
|                  | Heather Berry    | 5/1/2023 | 5/1/2023 | 5/1/2023 |                                                                                                                                                                                            | completed- denied to broad/vague 5/3/2023 emailed letter | \$0.00 |
|                  |                  |          |          |          | Construction drawing, building site plans of original construction (with builder info) if possible, any + all records for this address                                                     |                                                          |        |
| PD               | Kanesha Johnson  | 5/2/2023 | 5/4/2023 | 5/4/2023 | Report # for crash 4/25/2023- Driver Lashuana Hill Location: Cowan Lorraine Rd                                                                                                             | completed                                                | \$0.00 |
| Court            | Elizabeth Walker | 5/2/2023 | 5/4/2023 | 5/4/2023 | 10-042065 Simple Domestic<br><br>Simple assault- Need abstracts, judgement decision and final judgement                                                                                    | completed- too broad/vague 5/4/23 emailed letter         | \$0.00 |
| Court            | Anthony Lee      | 5/2/2023 | 5/8/2023 | 5/8/2023 |                                                                                                                                                                                            | completed- mailed letter 5/8/23                          | \$0.00 |
|                  | Gary Crep        | 5/3/2023 | 5/3/2023 | 5/3/2023 |                                                                                                                                                                                            | complete- denied no signature 5/4/23 emailed letter      | \$0.00 |
|                  |                  |          |          |          | Subjects Name: Robert H. Harper Jr. Request any reports, court docs, videos, photos, test results on the subject DUI arrest on 4/9/2023                                                    |                                                          |        |
| Code Enforcement | Mark DeCarlo     | 5/3/2023 | 5/4/2023 | 5/4/2023 | We request a copy of any and all code violations (open and closed) pertaining to the property at 1525 East Pass Road Gulfport, MS 39507 (Arbor Village Apartments) through the present day | complete- no records emailed letter 5/4/23               | \$0.00 |

|       |                    |          |           |           |                                                                                                                                                                                                                    |                                               |         |
|-------|--------------------|----------|-----------|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|---------|
| UD    | Kelly Nations      | 5/3/2023 | 5/16/2023 | 5/16/2023 | 1213 B Century Oak Drive Gulfport, MS 39507- All building inspections and original construction parking plans and name of contractor for 1213 B Century Oaks Drive Gulfport, MS 39507                              | complete                                      | \$17.50 |
| UD    | Deshazor Marshall  | 5/3/2023 | 5/16/2023 | 5/16/2023 | Certificate of Occupancy for above residence                                                                                                                                                                       | complete                                      | \$4.37  |
| UD    | David Mineer       | 5/4/2023 | 5/16/2023 | 5/16/2023 | Requesting copies of all issued building permits from 4/1/2023-4/30/2023                                                                                                                                           | complete- pending payment DROB BOX LINK       | \$4.37  |
| Court | Christopher Oliver | 5/4/2023 | 5/5/2023  | 5/5/2023  | Contempt of Court- failure to appear (bench warrant)                                                                                                                                                               | completed                                     | \$0.00  |
| Court | Rufus Alldredge    | 5/4/2023 | 5/5/2023  | 5/5/2023  | Joel Regan Germany. 2012 DUI and violation of DUI probation. Case # unknown. Please provide complete discovery for the DUI and violation of DUI probation. Also please provide a copy of the court costs and fines | completed- pending case 5/5/23 emailed letter | \$0.00  |

|       |             |          |           |           |                                                                                                                                                                                                                                                                                            |                                                    |        |
|-------|-------------|----------|-----------|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|--------|
| PD    | Lori Sawyer | 5/4/2023 | 5/5/2023  | 5/5/2023  | Case No: 2023-00035086- Please provide all dash camera videos from the vehicle operated by Richard Peter Tinsley, being a 2019 dodge charger, VIN 2C3CDXT0KH568105; license no G82972, on 4/17/23 from 2209 to 2311. Please either email the video or burn the video onto a DVD. Thank you | complete- active letter 5/5/2023 emailed letter    | \$0.00 |
| UD    | Ana Ramirez | 5/4/2023 | 5/16/2023 | 5/16/2023 | Electronic copies of any applications, site plans, and documents relating to the installation of a new wireless telecommunication tower between April 6, 2023- May 4, 2023. Please exclude all small cell sites as we are concerned solely with macro tower sites                          | complete- no records 5/16/23 emailed letter        | \$0.00 |
| Court | Gary Crep   | 5/4/2023 | 5/8/2023  | 5/8/2023  | Subjects Name: Robert H. Harper Jr. Request any reports, court docs, videos, photos, test results on the subject DUI arrest on 4/9/2023                                                                                                                                                    | complete- case still pending 5/8/23 emailed letter | \$0.00 |
| PD    | Gary Crep   | 5/4/2023 | 5/5/2023  | 5/5/2023  |                                                                                                                                                                                                                                                                                            | complete- active letter 5/5/2023 emailed letter    | \$0.00 |

|    |               |          |           |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                              |        |
|----|---------------|----------|-----------|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|--------|
| FD | Nicole Friend | 5/4/2023 | 5/17/2023 | 5/17/2023 | For the property at 11298 Reichold Rd Gulfport, we are requesting records of most recent annual/periodic fire department inspection and follow up records pertaining to any open fire code violations                                                                                                                                                                                                                                                                                                  | complete                                                                                                                                     | \$4.37 |
| UD | Nicole Friend | 5/4/2023 | 5/16/2023 | 5/16/2023 | For the property at 11298 Reichold Rd Gulfport, we are requesting 1) a current certificate of occupancy . 2) record of most recent annual/periodic building inspection (if applicable) and follow up records pertaining to any open building code violations 3) records of any open building permits and 4) records of zoning classification of the property and any outstanding zoning ordinance violations                                                                                           | complete                                                                                                                                     | \$4.37 |
| UD | Aurea Brown   | 5/4/2023 | 5/16/2023 | 5/16/2023 | I am working on behalf of Center Pointe Energy to obtain an emailed copy of the certificate of liability insurance for R Spencer Construction LLC that covers the date 1/11/23. R Spencer Construction LLC was working at 1604 Azalea Trace Gulfport, MS when they damaged Center Point Energy property. We would appreciate an emailed copy of your records of liability insurance for licensing, permitting or registration. Please ref our file 2MN158090. Thank you in advance for your direction. | complete- no records found 5/16/23<br>emailed letter                                                                                         | \$0.00 |
|    | Alex Suh      | 5/4/2023 | 5/5/2023  | 5/5/2023  | See email for information regarding request                                                                                                                                                                                                                                                                                                                                                                                                                                                            | complete- denied multiple subjects; did not submit information on actual request<br>5/5/23 emailed letter 5/17/23- emailed 2nd denial letter | \$0.00 |



|       |                     |            |           |           |                                                                                                                                                                                                                                                                                             |                                                                                 |        |
|-------|---------------------|------------|-----------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|--------|
| Court | NICS                | 5/5/2023   | 5/5/2023  | 5/5/2023  | Please provide final disposition and underlying offense                                                                                                                                                                                                                                     | completed- denied to broad/vague 5/5/2023 emailed letter                        | \$0.00 |
| UD    | William McCandle    | 5/5/2023   | 5/16/2023 | 5/16/2023 | Elv certificate & any permits for George H. Reyer 1125 Magnolia St Gulfport, MS 39507                                                                                                                                                                                                       | complete-pending payment                                                        |        |
| UD    | Rolox Domengiano    | 5/5/2023   | 5/16/2023 | 5/16/2023 | Request copy of building permits reports/application issued from your existing system up to the present                                                                                                                                                                                     | completed- denied too broad/vague don't generate reports 5/16/23 emailed letter | \$0.00 |
| Court | Mary Miller         | 5/5/2023   | 5/8/2023  | 5/8/2023  | 22-0006476 DUI record/final disposition for 4/22/22 arrest of Calvin Dion Burks RE MVA; My client- Meco Frost                                                                                                                                                                               | complete                                                                        | \$9.00 |
| Court | Byron Wilbert       | wrong date | 5/5/2023  | 5/5/2023  | Lakeshia Davis                                                                                                                                                                                                                                                                              | completed - denied wrong date 5/5/23 emailed letter                             | \$0.00 |
| Court | Elizabeth Jefferson | 5/8/2023   | 5/8/2023  | 5/8/2023  | 10-042065/Elizabeth Jefferson                                                                                                                                                                                                                                                               | complete-denied too broad/vague 5/8/23 emailed letter                           | \$0.00 |
| UD    | Amy Hunt            | 5/8/2023   | 5/16/2023 | 5/16/2023 | I am working on behalf of Center Pointe Energy to obtain a copy of the certificate of liability insurance for Pounds Plumbing LLC that preferably covers the date 4/4/22. I am requesting this document from Gulfport if the City has it on record for the purpose of contractor licensing. | complete                                                                        | \$4.37 |

|       |                     |          |           |           |                                                                                                                               |                                                         |         |
|-------|---------------------|----------|-----------|-----------|-------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|---------|
| UD    | Stephanie Husley    | 5/8/2023 | 5/8/2023  | 5/8/2023  |                                                                                                                               | complete- no documents 5/8/23 via hand delivery pick up | \$0.00  |
|       |                     |          |           |           | Business License- Re: Deanna Logan Gaber                                                                                      |                                                         |         |
| Court | Elizabeth Jefferson | 5/8/2023 | 5/11/2023 | 5/11/2023 | 10-042065/Elizabeth Jefferson . I was told it is a simple domestic. I need copy of the judgement, in order to return to work. | completed                                               | \$9.00  |
| PD    | Juan Arauz          | 5/8/2023 | 5/30/2023 | 5/30/2023 | Citation # 1052817, Case # 05-014760                                                                                          | completed                                               | \$0.00  |
| Court | Juan Arauz          | 5/8/2023 | 5/10/2023 | 5/10/2023 | Citation # 1052817, Case # 05-014760                                                                                          | complete-pending payment                                | \$9.63  |
| PD    | Kanesha Johnson     | 5/8/2023 | 5/30/2023 | 5/30/2023 | Body cam video for Report # 2023-00035912                                                                                     | completed-pending payment                               | \$0.00  |
| PD    | Kanesha Johnson     | 5/9/2023 | 5/30/2023 | 5/30/2023 | Body cam video for Report # 2023-00038791                                                                                     | completed                                               | \$0.00  |
| PD    | Nickolas Pennington | 5/9/2023 | 5/30/2023 | 5/30/2023 | 2023-35308 vehicle crash involving a 1987 Chevrolet caprice driven by Avi Zweig- DOB and SSN - unk                            | completed                                               | \$0.00  |
| Court | Juan Arauz          | 5/9/2023 | 5/10/2023 | 5/10/2023 | 05-014760- Please send certified final disposition by email & mail                                                            | completed                                               | \$10.13 |
| Court | Angela Gumbos       | 5/9/2023 | 5/10/2023 | 5/10/2023 | Bowser- disposition simple assault in 2022 & traffic citation in 9/2020 ; Carlos Bowser                                       | completed                                               | \$9.00  |

|       |               |          |           |           |                                                                                                                                                                                                           |                                             |        |
|-------|---------------|----------|-----------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|--------|
| Court | Janet Vital 1 | 5/9/2023 | 5/10/2023 | 5/10/2023 | Michael Anthony Smith- Background investigation. Any all criminal actions including police reports and full court disposition for this individual being considered for a national security position       | complete- no records 5/10/23 emailed letter | \$0.00 |
| Court | Janet Vital 2 | 5/9/2023 | 5/10/2023 | 5/10/2023 | Tynell Karze Wilbourn- Background investigation. Any all criminal actions including police reports and full court disposition for this individual being considered for a national security position       | completed                                   | \$0.00 |
| Court | Janet Vital 3 | 5/9/2023 | 5/10/2023 | 5/10/2023 | Nicholas Donald Clark- Background investigation. Any all criminal actions including police reports and full court disposition for this individual being considered for a national security position       | completed                                   | \$0.00 |
| Court | Janet Vital 4 | 5/9/2023 | 5/10/2023 | 5/10/2023 | Alice Marie Jon -Kal Croff - Background investigation. Any all criminal actions including police reports and full court disposition for this individual being considered for a national security position | completed                                   | \$0.00 |

|                  |                            |           |           |           |                                                                                                                                                                                                      |                                                         |         |
|------------------|----------------------------|-----------|-----------|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|---------|
| Court            | Janet Vital 5              | 5/9/2023  | 5/10/2023 | 5/10/2023 | Julius Rashaad Hutton - Background investigation. Any all criminal actions including police reports and full court disposition for this individual being considered for a national security position | completed                                               | \$0.00  |
| Code Enforcement | Skyline Lien               | 5/9/2023  | 5/10/2023 | 5/10/2023 | Any open/expired building permits and any active/open code violations, including fees for property address : 4 Heather wood Drive Gulfport, MS 39503                                                 | complete- no records emailed letter 5/10/23             | \$0.00  |
| UD               | Skyline Lien               | 5/9/2023  | 5/17/2023 | 5/17/2023 | Any open/expired building permits and any active/open code violations, including fees for property address : 4 Heather wood Drive Gulfport, MS 39503                                                 | complete- no records emailed letter 5/17/2023           | \$0.00  |
| Court            | NICS                       | 5/9/2023  | 5/10/2023 | 5/10/2023 | Katherine Rodgers                                                                                                                                                                                    | completed- denied incorrect year 5/10/23 emailed letter | \$0.00  |
| Court            | Veronica McGee             | 5/10/2023 | 5/11/2023 | 5/11/2023 | All matters involving Patrick McGee and judgments /warrants on cases with Veronica McGee, domestic, sexual and stalking (in 2021-2022)                                                               | completed                                               | \$10.75 |
| Court            | Byron Wilbert              | 5/10/2023 | 5/11/2023 | 5/11/2023 | Lakeshia Davis                                                                                                                                                                                       | completed                                               | \$0.00  |
| Court            | Jones County Justice Court | 5/10/2023 | 5/11/2023 | 5/11/2023 | Abstract for Mistze Hutson- DUI                                                                                                                                                                      | completed                                               | \$0.00  |



|       |                 |           |           |           |                                                                                                                                |                                                            |        |
|-------|-----------------|-----------|-----------|-----------|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|--------|
| Court | Byron Wilbert   | 5/10/2023 | 5/10/2023 | 5/10/2023 | Jerome Cunningham                                                                                                              | complete- denied no signature 5/10/23<br>emailed letter    | \$0.00 |
| Court | Byron Wilbert-2 | 5/10/2023 | 5/15/2023 | 5/15/2023 | Jerome Cunningham                                                                                                              | complete-no records 5/15/23 emailed letter                 | \$0.00 |
| Court | Keith McQueen   | 5/11/2023 | 5/15/2023 | 5/15/2023 | Conviction disposition for defendant Steven Robert Johnson.<br>NCIC shows multiple arrests beginning 8/30/07 ending<br>8/30/19 | complete-denied too broad/vague 5/15/23<br>emailed letter  | \$0.00 |
| Court | Diamond Johnson | 5/12/2023 | 5/15/2023 | 5/15/2023 | 2023-024944                                                                                                                    | complete- denied too broad/vague 5/15/23<br>emailed letter | \$0.00 |
| Court | Gretchen Kraft  | 5/12/2023 | 5/15/2023 | 5/15/2023 | 95-035789 and 99-000794                                                                                                        | complete- denied too broad/vague 5/15/23<br>emailed letter | \$0.00 |
| Court | Mary Miller     | 5/15/2023 | 5/15/2023 | 5/15/2023 | Court abstract/testimony re defendant William E Hatten, III's<br>DUI charge for auto incident #2023-00023005                   | completed- pending case 5/15/2023<br>emailed letter        | \$0.00 |
| Court | NICS            | 5/15/2023 | 5/15/2023 | 5/15/2023 | Hewett, Kristen Faith (disposition report included)                                                                            | completed                                                  | \$0.00 |
| UD    | Jordyn O'Mara   | 5/15/2023 | 5/17/2023 | 5/17/2023 | Certificate of Occupancy for 1207 22nd Street Gulfport, MS<br>39501                                                            | complete- no records -emailed records<br>5/17/2023         | \$0.00 |
| UD    | Ollie Bailey    | 5/15/2023 | 5/17/2023 | 5/17/2023 | Certificate of Occupancy reflecting building code standard for<br>home located at 1735 21st avenue Gulfport                    | complete-no records 5/17/23 emailed letter                 | \$0.00 |

|                   |                  |           |           |           |                                                                                                                                                                                                                                                                                                                   |                                                                                               |        |
|-------------------|------------------|-----------|-----------|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|--------|
| Planning & Zoning | Lindsey McQuiddy | 5/15/2023 | 5/17/2023 | 5/17/2023 | Any open zoning, building or fire code violations currently on record; the certificates of occupancy; and any special zoning approvals (planned development approvals, property- specific ordinances, special/conditional permits, variances, or etc.) for Arlington Apartments 3300 Pass Rd, Gulfport, MS 39501. | complete- no records 5/17/2023 emailed letter                                                 | \$0.00 |
| UD                | Lindsey McQuiddy | 5/15/2023 | 5/17/2023 | 5/17/2023 | Any open zoning, building or fire code violations currently on record; the certificates of occupancy; and any special zoning approvals (planned development approvals, property- specific ordinances, special/conditional permits, variances, or etc.) for Arlington Apartments 3300 Pass Rd, Gulfport, MS 39501. | complete- no records 5/17/2023 emailed letter                                                 | \$0.00 |
| FD                | Lindsey McQuiddy | 5/15/2023 | 5/24/2023 | 5/24/2023 | Any open zoning, building or fire code violations currently on record; the certificates of occupancy; and any special zoning approvals (planned development approvals, property- specific ordinances, special/conditional permits, variances, or etc.) for Arlington Apartments 3300 Pass Rd, Gulfport, MS 39501. | completed                                                                                     | \$4.37 |
|                   | Monica Gilmore   | 5/16/2023 | 5/18/2023 | 5/18/2023 | See attached request for details                                                                                                                                                                                                                                                                                  | complete- denied "see attached details for request" is not sufficient 5/18/23- emailed letter | \$0.00 |

|       |                       |           |           |           |                                                                                                                                                                                                                            |                           |        |
|-------|-----------------------|-----------|-----------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|--------|
| UD    | Rachel Arnold         | 5/16/2023 | 5/18/2023 | 5/18/2023 | 2403 Hewes Ave 0911D-02-077.000 : For address/parcel please provide copies: Copies of only active building code/nuisance violations; copies of only open or expired permits; any fines, fees misc., invoices or monies due | complete                  | \$4.37 |
| Court | Christopher Oliver    | 5/16/2023 | 5/30/2023 | 5/30/2023 | 202220617- Contempt of Court- Failure to appear (bench warrant)                                                                                                                                                            | completed                 | \$9.00 |
| PD    | Laithan Simmerman     | 5/17/2023 | 5/30/2023 | 5/30/2023 | Bodycam , dashcam and dispatch report for crash report # 2023-00022163                                                                                                                                                     | completed-pending payment | \$0.00 |
| PD    | Diversified           | 5/17/2023 | 5/18/2023 | 5/18/2023 | 49331 Background/contact history on behalf of Kaukauna Area School District on: Aaron Edward Herrick                                                                                                                       | completed                 | \$0.00 |
| PD    | Lindsey Leone         | 5/17/2023 | 5/30/2023 | 5/30/2023 | 2022-00110247- All body and dash cam of Officer Parrish and any other responding officer(s)                                                                                                                                | completed                 | \$0.00 |
| Court | Investigator Anderson | 5/17/2023 | 5/22/2023 | 5/22/2023 | Conducting background investigation on Leyla Alkanat                                                                                                                                                                       | completed                 | \$0.00 |
| PD    | Investigator Anderson | 5/17/2023 |           |           | Conducting background investigation on Leyla Alkanat                                                                                                                                                                       |                           |        |

|    |                 |           |           |           |                                                                                                                                                                                                                                                                                   |                                                                          |        |
|----|-----------------|-----------|-----------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|--------|
| UD | Nejja Holmquist | 5/17/2023 | 5/18/2023 | 5/18/2023 | Please provide an electronic copy of the "permits issued analysis report" from July 1, 2021 through April 30, 2023. This data will be used to build predictive analytics                                                                                                          | completed- denied dept. does not generate reports 5/18/23 emailed letter | \$0.00 |
| FD | Ken Kipping-1   | 5/17/2023 | 5/18/2023 | 5/18/2023 | Are there any open fire code violations associated with the property located at 3300 Pass Road, Gulfport, MS? Can I have a copy of the most recent fire code inspections for this property? The property is known as Arlington Apartments                                         | complete- denied asked questions 5/18/23 emailed letter                  | \$0.00 |
| UD | Ken Kipping-2   | 5/17/2023 | 5/18/2023 | 5/18/2023 | Re: 3300 Pass Road, Gulfport, known as Arlington Apartments. Are there any open building code violation or building permits associated with this property? Are there any open zoning violations for this property? Is there a Certificate of Occupancy on file for this property? | complete- denied asked questions 5/18/23 emailed letter                  | \$0.00 |
| PD | Mary Miller     | 5/17/2023 | 5/30/2023 | 5/30/2023 | 22-009860- Body worn camera (Re Client, Perry Sinclair)                                                                                                                                                                                                                           | completed-pending payment                                                | \$0.00 |



|       |               |           |           |           |                                                                                                                                                                                                                                                                                                              |                                                            |        |
|-------|---------------|-----------|-----------|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|--------|
| FD    | Ken Kipping-1 | 5/18/2023 | 5/18/2023 | 5/18/2023 | Are there any open fire code violations associated with the property located at 3300 Pass Road, Gulfport, MS? Can I have a copy of the most recent fire code inspections for this property? The property is known as Arlington Apartments                                                                    | complete- denied asked questions 5/18/23<br>emailed letter | \$0.00 |
| UD    | Ken Kipping-2 | 5/18/2023 | 5/18/2023 | 5/18/2023 | Re: 3300 Pass Road, Gulfport, known as Arlington Apartments. I need to see any records of open building code violations or building permits associated with this property? Are there any records of open zoning violations for this property? Is there a certificate of occupancy on file for this property? | complete- denied asked questions 5/18/23<br>emailed letter | \$0.00 |
| Court | Liddell Smith | 5/18/2023 | 5/22/2023 | 5/22/2023 | 16-028135- Please send abstract for DUI charge                                                                                                                                                                                                                                                               | completed                                                  | \$0.00 |
| Court | Amie Battle   | 5/18/2023 | 5/22/2023 | 5/22/2023 | Ricky Fernando Duckworth 11/28/17- Poss. of marijuana, poss. of pharmaceuticals                                                                                                                                                                                                                              | completed- no records found 5/22/2023<br>emailed letter    | \$0.00 |
| Court | Carlos Flores | 5/18/2023 | 5/22/2023 | 5/22/2023 | I'm requesting the disposition on a ticket, I got back in August-October 2022 timeframe, my driver license is 346513936                                                                                                                                                                                      | complete                                                   | \$9.00 |

|                  |               |           |           |           |                                                                                                                                                                                                                                                                                                                                                                        |                                                      |        |
|------------------|---------------|-----------|-----------|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|--------|
| FD               | Ken Kipping-1 | 5/18/2023 | 5/30/2023 | 5/30/2023 | Are there any records of open fire code violations associated with the property located at 3300 Pass Road, Gulfport, MS. I am requesting a copy of the most recent fire code inspections for this property. The property is known as Arlington Apartments                                                                                                              | completed-pending payment                            | \$4.37 |
| UD               | Ken Kipping-2 | 5/18/2023 | 5/22/2023 | 5/22/2023 | Re: 3300 Pass Road, Gulfport, MS known as Arlington Apartments. I am requesting to see records of current open building code violations or building permits associated with this property. I am also requesting to see any records of open zoning violations for this property. I would like to request the certificate of occupancy that was issued for this property | complete- no records found 5/22/23 emailed letter    | \$0.00 |
| Code Enforcement | Ken Kipping-2 | 5/18/2023 | 5/30/2023 | 5/30/2023 | Re: 3300 Pass Road, Gulfport, MS known as Arlington Apartments. I am requesting to see records of current open building code violations or building permits associated with this property. I am also requesting to see any records of open zoning violations for this property. I would like to request the certificate of occupancy that was issued for this property | completed- no records found 5/30/2023 emailed letter | \$0.00 |

|    |                  |           |           |           |                                                                                                                                                                                                                                                                          |                                                            |         |
|----|------------------|-----------|-----------|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|---------|
| UD | Seth Towles      | 5/19/2023 | 5/22/2023 | 5/22/2023 | I am requesting records that reference upcoming commercial and residential development projects in the City of Gulfport. If possible, please include the name of developers, project cost, location/address and type of development (commercial /industrial/residential) | complete- denied too broad/vague 5/22/23<br>emailed letter | \$0.00  |
| UD | Audrey Chatman-1 | 5/19/2023 | 5/30/2023 | 5/30/2023 | Future land use plan for 2211 21st Ave and surrounding area per the City of Gulfport's 2002 comprehensive plan                                                                                                                                                           | complete-pending payment                                   | \$4.62  |
| UD | Audrey Chatman-2 | 5/19/2023 | 5/30/2023 | 5/30/2023 | 2210PC191- Application for zoning map amendment /land use reclassification (smart code) to include written statements for supplemental application (section f)                                                                                                           | complete-pending payment                                   | \$20.62 |
| UD | Audrey Chatman-3 | 5/19/2023 | 5/30/2023 | 5/30/2023 | 2112PC188-Application for planning commission approval to include any written statements for supplemental application                                                                                                                                                    | complete-pending payment                                   | \$6.37  |
| UD | Audrey Chatman-4 | 5/19/2023 | 5/30/2023 | 5/30/2023 | 2206PC101- Application for planning commission approval to include any written statements for supplemental application                                                                                                                                                   | complete-pending payment                                   | \$7.37  |

|       |                    |           |           |           |                                                                                                                                                                                                                                                                                          |                                                          |        |
|-------|--------------------|-----------|-----------|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|--------|
| UD    | Audrey Chatman-5   | 5/19/2023 | 5/30/2023 | 5/30/2023 | 2203PC031 - Application for planning commission approval to include any written statements for supplemental application                                                                                                                                                                  | complete-pending payment                                 | \$7.12 |
| PD    | Damon Verial       | 5/22/2023 | 5/22/2023 | 5/22/2023 | Please provide to me any and all video-recorded content of the post- Miranda in-custody interview of Antonio Jamar James, 24, of Columbia, Mississippi details : <a href="http://www.sunherald.com/news/local/crime/article275">http://www.sunherald.com/news/local/crime/article275</a> | completed- active case letter emailed 5/22/2023          | \$0.00 |
| Court | Chelsea Woullard   | 5/22/2023 | 5/24/2023 | 5/24/2023 | Melissa Sue Leggett- 8/18/2021- Obscene electronic communications; 9/11/2020- taking away of a motor vehicle ; credit card fraud                                                                                                                                                         | completed- denied too broad/vague 5/24/23 emailed letter | \$0.00 |
| PD    | Chelsea Woullard   | 5/22/2023 | 5/30/2023 | 5/30/2023 | Melissa Sue Leggett- 8/18/2021- Obscene electronic communications; 9/11/2020- taking away of a motor vehicle ; credit card fraud                                                                                                                                                         | completed                                                | \$0.00 |
| Court | Chelsea Woullard-2 | 5/22/2023 | 5/25/2023 | 5/25/2023 | Melissa Sue Leggett- 8/18/2021- Obscene electronic communications; 9/11/2020- taking away of a motor vehicle ; credit card fraud - court abstract and police report if available                                                                                                         | completed                                                | \$0.00 |



|       |                    |            |           |           |                                                                                                                                                                                               |                                                                                                           |        |
|-------|--------------------|------------|-----------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|--------|
| PD    | Chelsea Woullard-2 | 5/22/2023  | 5/30/2023 | 5/30/2023 | Melissa Sue Leggett- 8/18/2021- Obscene electronic communications; 9/11/2020- taking away of a motor vehicle ; credit card fraud - court abstract and police report if available              | completed                                                                                                 | \$0.00 |
| UD    | Nathan Houston     | 5/22/2023  | 5/22/2023 | 5/22/2023 | List of new businesses with phone numbers for month of May 2023                                                                                                                               | completed- denied a future list cannot be completed if the month is not over yet - emailed letter 5/22/23 | \$0.00 |
| Court | Jessica Akers      | 5/22/2023  | 5/23/2023 | 5/23/2023 | 15-010929- Dissemination of sexually oriented materials to persons under 18 three (3) cts, defendant Robert Wilson Holliday. These conviction docs are required for sex offender registration | completed                                                                                                 | \$0.00 |
| Court | Gary Crep          | wrong date | 5/23/2023 | 5/23/2023 | Subjects Name: Robert H. Harper Jr. Request any reports, court docs, videos, photos, test results on the subject DUI arrest on 4/9/2023                                                       | completed- denied records request has wrong date - 5/23/23 emailed letter                                 | \$0.00 |
| Court | Francie LaFleur    | 5/22/2023  | 5/23/2023 | 5/23/2023 | Custody sheet for arrest                                                                                                                                                                      | completed- denied no signature 5/23/2023 emailed letter                                                   | \$0.00 |
| PD    | Francie LaFleur    | 5/22/2023  | 5/30/2023 | 5/30/2023 |                                                                                                                                                                                               | completed-denied to vague 5/30/2023 emailed letter                                                        | \$0.00 |

|       |                            |           |           |           |                                                                                                                                                                                                               |                                                                                  |        |
|-------|----------------------------|-----------|-----------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|--------|
| Court | Francie LaFleur            | 5/22/2023 | 5/24/2023 | 5/24/2023 | Custody sheet for arrest                                                                                                                                                                                      | complete- no records found 5/24/2023<br>emailed letter                           | \$0.00 |
| PD    | Attorney Jeffrey<br>Pierce | 5/22/2023 | 5/30/2023 | 5/30/2023 |                                                                                                                                                                                                               | completed                                                                        | \$0.00 |
|       |                            |           |           |           | KeShawn Belcher- On September 2, 2022, KeShawn Belcher, a substitute teacher at North Gulfport Middle School was escorted off campus for inappropriate conduct. It is believed a police report was generated. |                                                                                  |        |
| Court | NICS                       | 5/23/2023 | 5/23/2023 | 5/23/2023 | Records request for Tara Leigh Catlin                                                                                                                                                                         | completed- denied too broad/vague-<br>5/23/23 emailed letter                     | \$0.00 |
| PD    | Alexander<br>Shunnarah     | 5/23/2023 | 5/30/2023 | 5/30/2023 | 2022-00118760 Photos pertaining to accident                                                                                                                                                                   | completed-pending payment                                                        | \$0.00 |
| Court | Gary Crep                  | 5/23/2023 | 5/24/2023 | 5/24/2023 | Subjects Name: Robert H. Harper Jr. Request any reports, court docs, videos, photos, test results on the subject DUI arrest on 4/9/2023                                                                       | completed- active case letter emailed<br>5/24/2023                               | \$0.00 |
| PD    | Gary Crep                  | 5/23/2023 | 5/24/2023 | 5/24/2023 | Subjects Name: Robert H. Harper Jr. Request any reports, court docs, videos, photos, test results on the subject DUI arrest on 4/9/2023                                                                       | completed- active case letter emailed<br>5/25/2023                               | \$0.00 |
| PD    | Shanteria Preston          | 5/23/2023 | 5/24/2023 | 5/24/2023 | Need WastePro scanned document Case # 2023-00043034                                                                                                                                                           | completed- denied cant give out other<br>company's info 5/24/2023 emailed letter | \$0.00 |

|    |                   |           |                                                                  |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                 |        |
|----|-------------------|-----------|------------------------------------------------------------------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|--------|
| PD | Bracey Harrison   | 5/23/2023 | 6/5/2023                                                         | 6/5/2023  | Any statistics the Gulfport Police Department has tracking shooting incidents and homicides where a gun was used. The preferred format, if possible, would be a spreadsheet providing data on the number of shootings that occurred during the following years: 2019, 2020, 2021 and 2022 with a breakdown count for each year i.e. # shootings in 2019, in 2020 etc., I would like to also request the number of shootings that have occurred in the current year to date (2023)                        | completed- denied 6/5/23 emailed letter                         | \$0.00 |
|    | Jennifer Castillo | 5/23/2023 | 5/23/2023                                                        | 5/23/2023 | I would like to make a public records request for details on permit codes in Gulfport, MS. What is the name of the permitting software the city uses? And when was this permitting software implemented? Is permit report information able to be exported? If so, what kind of reports are readily available? Please list the details that are able to be provided (permit #, location, contractor, etc.                                                                                                 | completed- denied ; asked questions<br>5/23/2023 emailed letter | \$0.00 |
| UD | Jennifer Castillo | 5/23/2023 | 5/24- emailed UD's response to legal 6/1- followed up with legal |           | I would like to make a public records request for electronic records containing all commercial and residential building demolition, and sub/trade (plumbing electrical, mechanical, and all other types) permits issued in Gulfport, MS from January 1, 2023 to present. I am looking for a permit report for which information is readily available. Such report might include permit #, location, permit type and other similar details. No scanned documents please. Please provide what's available. |                                                                 |        |

|                   |                  |           |           |           |                                                                                                                                                                                                                                                                                                                                                                                                                 |                          |        |
|-------------------|------------------|-----------|-----------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------|
| UD                | Monica Gilmore-1 | 5/24/2023 | 6/6/2023  | 6/6/2023  | Building records for the Arlington Square Apartments located at 3300 Pass Road, Gulfport, MS to include any permits, property construction date, list of tenants, records of any violations or complaints received for the property as well as permits of environmental concern (USTs, septic system, oil/water separators, etc.) if any                                                                        | completed- DROP BOX LINK | \$8.75 |
| FD                | Monica Gilmore-2 | 5/24/2023 | 5/25/2023 | 5/25/2023 | Fire department records for the Arlington Square Apartments located at 3300 Pass Road to include records of fire inspections, records regarding hazardous materials/usages/incidents known or known environmental concerns/contamination which may affected the property, record regarding above ground or underground storage tanks (UST) systems, which are currently or historically located at the property | complete-pending payment | \$4.37 |
| Planning & Zoning | Monica Gilmore-3 | 5/24/2023 | 6/6/2023  | 6/6/2023  | Planning and zoning records for the Arlington Square Apartments located at 3300 Pass Road, Gulfport, MS to include where applicable record of any activity use limitations, zoning and any current zoning violations                                                                                                                                                                                            | completed- DROP BOX LINK | \$0.00 |



|                  |                     |           |                                       |           |                                                                                                                                                                                                                                  |                                                       |        |
|------------------|---------------------|-----------|---------------------------------------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|--------|
| Code Enforcement | Monica Gilmore-3    | 5/24/2023 | 5/25/2023                             | 5/25/2023 | Planning and zoning records for the Arlington Square Apartments located at 3300 Pass Road, Gulfport, MS to include where applicable record of any activity use limitations, zoning and any current zoning violations             | complete-no records found 5/25/2023<br>emailed letter | \$0.00 |
| UD               | Andrea McCormick    | 5/24/2023 | 6/9/2023                              | 6/9/2023  | I am working on behalf of Center Point Energy to obtain a copy of the certificate of liability insurance for the contractor U.S. Lawns that covers the date 9/29/2022                                                            | complete-no records found 6/9/2023<br>emailed letter  | \$0.00 |
| Court            | Wiggins Police Dept | 5/24/2023 | 6/5/2023                              | 6/5/2023  | William Walter Saski (add 'l information in email)                                                                                                                                                                               | completed                                             | \$0.00 |
| UD               | Mandy Guy           | 5/24/2023 | 6/8/23- emailed ext.<br>letter per UD |           | 539 29th Street; Gulfport, MS home was redone and I need certificate of occupancy or final construction of the home. I believe it was rebuilt in 2006. I just need to prove this was the year and hopefully the month completed. |                                                       |        |

|             |                     |           |                                    |          |                                                                                                                                                                                                                                                                  |                                                                  |        |
|-------------|---------------------|-----------|------------------------------------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|--------|
| UD          | Charlene Langlinais | 5/24/202  | 6/9/2023                           | 6/9/2023 | City of Gulfport's file(s) regarding this project, that contain the permit applications and the request for inspections during the project- Singing River Medical Clinic- Orange Grove, 12121 Highway 49, Gulfport, MS 39503- Business #15399; License No. 16696 | complete-pending payment                                         | \$8.75 |
| Engineering | Charlene Langlinais | 5/24/202  | 6/5- reached out to dept.          |          | City of Gulfport's file(s) regarding this project, that contain the permit applications and the request for inspections during the project- Singing River Medical Clinic- Orange Grove, 12121 Highway 49, Gulfport, MS 39503- Business #15399; License No. 16696 |                                                                  |        |
| UD          | Ellie Nieto         | 5/24/2023 | 6/8/23- emailed ext. letter per UD |          | For 3801 25th Ave Gulfport, MS - All records between Jan 2022-current , permits, blueprints, etc.                                                                                                                                                                |                                                                  |        |
| PD          | James King          | 5/24/2023 | 6/2/2023                           | 6/2/2023 | Shoplifting abstract offense date 9-22-2021                                                                                                                                                                                                                      | complete- denied no subject name 6/2/23 emailed letter           | \$0.00 |
| Court       | James King          | 5/24/2023 | 6/1/2023                           | 6/1/2023 | Shoplifting abstract offense date 9-22-2021                                                                                                                                                                                                                      | complete- denied no subject name, DOB etc. 6/1/23 emailed letter | \$0.00 |

|       |                  |           |                                       |           |                                                                                                                                                                                                                                                                            |                                                            |        |
|-------|------------------|-----------|---------------------------------------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|--------|
| UD    | Ollie Bailey     | 5/24/2023 | 6/8/23- emailed ext.<br>letter per UD |           | Certified of occupancy reflecting building code standard for home located at 1735 21st Avenue; Gulfport of documentation reflecting update to home such as plumbing and electrical work to the home. Documentation can be permits and work completion inspections. Thanks. |                                                            |        |
| Court | Lisa Stonebrakey | 5/25/2023 | 5/25/2023                             | 5/25/2023 | April Nicole Stonebrakey, I Lisa Stonebrakey am requesting a copy of the judges order that shows that I dropped charges on April Stonebrakey on 18 May 2023 paid \$50.00 to drop charges                                                                                   | complete-pending payment                                   | \$9.00 |
| PD    | Frieda Pittman   | 5/25/2023 | 6/5/2023                              | 6/5/2023  | All police activity for the address 3318 39th ave apt #G202 (Emerald Pine Apartments) for the last 180 days                                                                                                                                                                | complete-pending payment                                   | \$0.00 |
| Court | NICS             | 5/25/2023 | 5/25/2023                             | 5/25/2023 | Drummond, Robert Charles, Jr (disposition record included)                                                                                                                                                                                                                 | complete- denied too broad/vague 5/25/23<br>emailed letter | \$0.00 |
| UD    | Philip Pelman    | 5/25/2023 | 6/8/23- emailed ext.<br>letter per UD |           | All drainage permits for new development on Ollie Road , North End the drainage thru Dans Bury Cove into water canal on Fisherman's Trail                                                                                                                                  |                                                            |        |

|             |                  |           |                           |           |                                                                                                                                           |                                                     |         |
|-------------|------------------|-----------|---------------------------|-----------|-------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|---------|
| Engineering | Philip Pelman    | 5/25/2023 | 6/5- reached out to dept. |           | All drainage permits for new development on Ollie Road , North End the drainage thru Dans Bury Cove into water canal on Fisherman's Trail |                                                     |         |
| FD          | K Tura Lyles     | 5/25/2023 | 6/1/2023                  | 6/1/2023  | A fire that occurred on 1/25/23 at 1700 65th Avenue Gulfport, MS 39501                                                                    | completed                                           | \$4.37  |
| Court       | Janet Vital      | 5/25/2023 | 5/31/2023                 | 5/31/2023 | Shawanda Renae Eatman- Any and all eriminal actions including police reports and full court disposition for this individual               | completed                                           | \$0.00  |
| Court       | Charles Williams | 5/25/2023 | 5/30/2023                 | 5/30/2023 | 2022-00003480- Any and all documents                                                                                                      | complete-pending payment                            | \$11.00 |
| PD          | Eric Hobbs       | 5/26/2023 | 6/5/2023                  | 6/5/2023  | Photos 202300046035                                                                                                                       | complete- pending payment                           | \$0.00  |
| PD          | Kanesha Johnson  | 5/30/2023 | 5/30/2023                 | 5/30/2023 | Report # for crash 5/25/2023- Passenger Krystal Husley; Location : Hwy 49 & O'Neal Rd                                                     | completed                                           | \$0.00  |
|             | Pamela Beech     | no date   | 5/30/2023                 | 5/30/2023 | Monthly gaming tax amount received from the State of MS by month from Sept 2022 thru May 2023                                             | completed- denied not date 5/30/2023 emailed letter | \$0.00  |



|         |                       |           |           |           |                                                                                                                                                                      |                                                    |        |
|---------|-----------------------|-----------|-----------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|--------|
| UD      | Jennifer Arde         | 5/30/2023 | 6/2/2023  | 6/2/2023  | Certificate of occupancy for 902 38th ave, Gulfport, MS 39501. Related to permit #200701600 (Build date 2007)- James "Jack" Healy is owner and info for him is below | complete-pending payment                           | \$4.37 |
| Finance | Pamela Beech          | 5/31/2023 | 5/31/2023 | 5/31/2023 | Monthly gaming tax amount received from the State of MS by month from Sept 2022 thru May 2023                                                                        | completed                                          | \$0.00 |
| PD      | Susan Sanich          | 5/31/2023 | 6/5/2023  | 6/5/2023  | All scene photos and all officer dashcam and bodycam for our client Kai McClendon for crash report #2023-00046035 on 5/21/23                                         | In progress                                        | \$0.00 |
| Court   | MS Center for Justice | 5/31/2023 | 6/5/2023  | 6/5/2023  | 201521648- Ralph Fayard- I would like the court abstract for this case                                                                                               | completed                                          | \$0.00 |
| Court   | Chelsea Woullard      | 5/31/2023 | 5/31/2023 | 5/31/2023 | Court abstract and police report 5/10/2022- possession with intent to distribute marijuana                                                                           | completed- denied ; no name 5/31/23 emailed letter | \$0.00 |
| PD      | Chelsea Woullard      | 5/31/2023 | 5/31/2023 | 5/30/2023 | Court abstract and police report 5/10/2022- possession with intent to distribute marijuana                                                                           | completed- denied ; no name 5/31/23 emailed letter | \$0.00 |

|       |                            |           |                                    |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                           |          |
|-------|----------------------------|-----------|------------------------------------|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|----------|
| UD    | Henry- Accutrend Data Corp | 5/31/2023 | 6/8/23- emailed ext. letter per UD |          | Hello my name is Henry and I work with Accutrend Data and I would like to request a listing of new businesses that filed in your city for the time period of 3/1/2023-5/31/2023. The information should include; business name, business address, contact name, business phone number and date that the business was filed (all contact info you're able to provide). Are you able to provide that information? If so, is there a cost? I appreciate your help and hope you have a nice day |                                                           |          |
| Court | Dwayne Harris              | 5/31/2023 | 6/2/2023                           | 6/2/2023 | DUI 2003 & 2005- do not have case number for arrest                                                                                                                                                                                                                                                                                                                                                                                                                                         | complete-denied too broad/vague<br>6/2/2023emailed letter | \$0.00   |
| PD    | Dwayne Harris              | 5/31/2023 | 6/6/2023                           | 6/6/2023 | DUI 2003 & 2005- do not have case number for arrest                                                                                                                                                                                                                                                                                                                                                                                                                                         | completed- no records 6/6/2023 emailed letter             | \$0.00   |
|       |                            |           |                                    |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                           |          |
|       |                            |           |                                    |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                           |          |
|       |                            |           |                                    |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                           |          |
|       |                            |           |                                    |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                           |          |
|       |                            |           |                                    |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                           |          |
|       |                            |           |                                    |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                           |          |
|       |                            |           |                                    |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                           |          |
|       |                            |           |                                    |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                           |          |
|       |                            |           |                                    |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                           |          |
|       |                            |           |                                    |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                           |          |
|       |                            |           |                                    |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                           |          |
|       |                            |           |                                    |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                           |          |
|       |                            |           |                                    |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                           |          |
|       |                            |           |                                    |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                           |          |
|       |                            |           |                                    |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                           |          |
|       |                            |           |                                    |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                           |          |
|       |                            |           |                                    |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                           |          |
|       |                            |           |                                    |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                           |          |
|       |                            |           |                                    |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                           |          |
|       |                            |           |                                    |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                           |          |
|       |                            |           |                                    |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                           |          |
|       |                            |           |                                    |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                           |          |
|       |                            |           |                                    |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                           |          |
|       |                            |           |                                    |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                           |          |
|       |                            |           |                                    |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                           |          |
|       |                            |           |                                    |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                           |          |
|       |                            |           |                                    |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                           |          |
|       |                            |           |                                    |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                           |          |
|       |                            |           |                                    |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                           |          |
|       |                            |           |                                    |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                           |          |
| TOTAL |                            |           |                                    |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                           | \$233.42 |



## Facility Use Fee Waiver Request Form

Date of Request: May 11, 2022

Name of Person Submitting Request: Lawrence Jackson, CAO

Organization or Group Requesting Fee Waiver:

Name: Center for Innovative Training of Youth d/b/a STEM NOLA

Address: 4910 Drexel Street, Xav Phone Number: 504-391-0730  
New Orleans, LA 70125

Reason for Fee Waiver Request:

We are a Non-Profit organization wishing to bring Summer STEM activities to Gulfport. We engage the students in a FREE program, thus there is no income to cover costs of the site. We partner with local communities to donate the space so we can engage their young residents in STEM.

Primary Contact Person:

Name: Devin Floyd, Interim Programs Manager

Address: 4910 Drexel St., Xavier Univ Box#61, New Orleans, LA 70115

Phone Number: 504-258-2653 E-Mail Address: dfloyd@stemnola.com

Facility/facilities requested: Gulfport - Hands Date/s of Event: 7/3-7/7/2023

Event Type: STEM Summer Camp

Event Time(start and end): 9am to 1pm

Date/s Required for Set Up and Breakdown: Daily 8am set up and 2pm breakdown

Anticipated Attendance (Number of Persons per day): 30

Fee Waiver Total: Rental Fee: \$ \_\_\_\_\_ X \_\_\_\_\_ Hours = \_\_\_\_\_  
(Must include set-up and breakdown times)

*\$480. per day x 5 = \$2,400.*



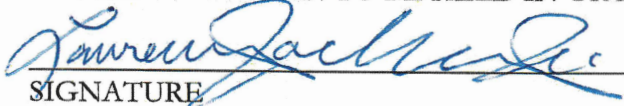
## Facility Use Fee Waiver Request Form

Circle one:

- |                                                                                                                                                                                  | Y                                   | or | N                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|----|-------------------------------------|
| • Is applicant a 501 (c) non-profit pursuant to applicable IRS regulations?<br><i>If yes please, provide us with a copy of your 501 (c) non-profit status with this request.</i> | <input checked="" type="checkbox"/> |    | <input type="checkbox"/>            |
| • Does applicant intend to sell vendor space or tables?                                                                                                                          | <input type="checkbox"/>            |    | <input checked="" type="checkbox"/> |
| • Is there a charge to enter this event?                                                                                                                                         | <input type="checkbox"/>            |    | <input checked="" type="checkbox"/> |
| • Is it open and free to the public? <i>(Pre-Registration Required)</i>                                                                                                          | <input type="checkbox"/>            |    | <input checked="" type="checkbox"/> |

Submit all documents to Reggie Sims at [rsims@gulfport-ms.gov](mailto:rsims@gulfport-ms.gov) or submit to the facility at the time of completing the Facility Use Application. All Fee Waiver Request must be approved by the City Council. Please note that if your request is approved, you will be responsible for set-up and breakdown of your event (setting up tables and chairs).

I HAVE READ AND UNDERSTAND ALL OF THE ABOVE ITEMS AND STATEMENTS IN THIS REQUEST FOR USE AND ATTEST THAT ALL ARE TRUE. I FURTHER UNDERSTAND THAT THE EVENT DESCRIBED HEREIN SHALL FURTHER BE GOVERNED BY AN ACCOMPANYING AGREEMENT FOR USE OF THE FACILITY AND THE APPLICANT AGREES TO ABIDE BY THE TERMS THEREOF AS WELL AS ANY AND ALL POLICIES THAT THE CITY MAY PROSCRIBE. IT IS FURTHER UNDERSTOOD THAT THE CITY OF GULFPORT, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO REFUSE TO ALLOW THE EVENT AND/OR CERTAIN ACTIVITIES OF THE EVENT, AS DESCRIBED HEREIN TO BE HELD IN OR AROUND THE FACILITY.

  
SIGNATURE

Lawrence Jackson, CAO - STEM

PRINTED NAME

May 11, 2023

DATE



INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAR 06 2014

CENTER FOR THE INNOVATIVE TRAINING  
OF YOUTH INC  
227 FLORIDA ST  
BATON ROUGE, LA 70801

Employer Identification Number:  
46-4516976  
DLN:  
17053022339004  
Contact Person:  
RENEE RAILY NORTON ID# 31172  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
January 15 2014  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Director, Exempt Organizations

Enclosure: Publication 4221-PC



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                      |  |                                                                                                                                                                             |  |
|----------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>NOAH W. LEWIS&ASSOCIATES<br>10001 Lake Forest Blvd Ste 702<br><br>New Orleans LA 70127-6202       |  | <b>CONTACT</b><br>NAME: Patrice Marks<br>PHONE (A/C, No, Ext): (504) 754-1138 FAX (A/C, No): (504) 754-1105<br>E-MAIL: patrice@nwllins.com<br>ADDRESS:                      |  |
| <b>INSURED</b><br><br>CENTER FOR THE INNOVATIVE TRAINING OF YOUTH<br>4910 Drexel Dr<br><br>New Orleans LA 70125-1126 |  | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A : THE BURLINGTON INSURANCE COMPANY<br>INSURER B : PROGRESSIVE<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |  |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                          | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                        |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | X         | X        | 953B002005    | 09/18/2022              | 09/18/2023              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ INCLUDED<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                                                         |           |          | 02961736      | 04/05/2023              | 04/05/2024              | COMBINED SINGLE LIMIT (Ea accident) \$ 300,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                 |
|          | <b>UMBRELLA LIAB</b><br><b>EXCESS LIAB</b><br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$<br><input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE                                                                                                                                 |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                                                      |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y/N <input type="checkbox"/> N/A                                                                                          |           |          |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                              |
|          |                                                                                                                                                                                                                                                                                                                            |           |          |               |                         |                         |                                                                                                                                                                                                                                               |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

A NON-PROFIT ENTITY DOMICILED IN LOUISIANA TO PROVIDE INNOVATIVE METHODS TO ENCOURAGE YOUTH TO PURSUE CAREERS IN SCIENCE, TECHNOLOGY, ENGINEERING&MATHEMATICS (STEM). THOSE OPERATIONS USUAL TO THE INSURED'S LINE OF BUSINESS.

CITY OF GULFPORT IS NAMED AS AN ADDITIONAL INSURED TO THE POLICY.

**CERTIFICATE HOLDER****CANCELLATION**

|                                                        |                                                                                                                                                                                                                         |
|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CITY OF GULFPORT<br>P O BOX 1780<br>GULFPORT, MS 39502 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><i>Patrice Marks</i> |
|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

© 1988-2015 ACORD CORPORATION. All rights reserved.