City of Gulfport, Mississippi

Agenda

City Council

2309 15th Street
Gulfport, MS 39501

Wednesday, July 5, 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

Code Enforcement / Planning

1 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.

2 Order - Florence Gardens Phase 9 - Correction.

3 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.

4 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

5 Ordinance - amending Chapter 5 of the Code of Ordinances to provide for Licensing and Regulation of Small Trash Collectors, and for related purposes.

6 Ordinance - amending the official text of the Comprehensive Zoning Ordinance, to amend Section I. Definitions, (b) Words and Phrases - Hotel - Case # 2305PC054.

7 Ordinance - amending various Sections of Chapter 9, Article III - Case # 2305PC058.

8 Ordinance - amending Chapter 9, Article IV, Section 9-106(c) - Case # 2305PC059.

9 Ordinance - rezoning a tax parcel from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus") - located at 1123 Ocean View Drive- Case # 2305PC046 - Ward 2.

Resolutions

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

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

12 Resolution - approving “Acknowledgement of Reversion of Property to the City of Gulfport, Mississippi", and for related purposes.

13 Resolution - approving Amendment No. 1 to the Agreement for Sheltering Services between the City of Gulfport, Mississippi, and the Humane Society of South Mississippi, and for related purposes.

14 Resolution - authorizing renewal and extension of Amended and Restated Agreement to Operate, Manage, and Maintain Public Golf Course and Driving Range, and for related purposes.

15 Resolution - approving activation of Gulfport Regional Planning Commission – Dedeaux Road Widening Project, Phase II, and for related purposes.

16 Resolution - approving the Agreement for Professional Services with Volkert, Inc., in connection with The Quarters Revitalization Master Plan Project, and for related purposes.

17 Resolution - approving Agreement for Engineering Services with Neel-Schaffer, Inc., in connection with the Gulfport Commerce Corridor Project, and for related purposes.

18 Resolution - approving Host Agency Agreements with Southern Mississippi Planning and Development District, and for related purposes.

19 Resolution - approving Agreement with Waste Pro for Collection and Disposal of Residential and Light Commercial Household, and for related purposes.

Budget Amendments / Docket of Claims

20 Budget Amendment #91 - increasing line item 277 Vehicles from drug-related arrest. *(no publication needed)*

21 Budget Amendment #92 - transferring funds from 213 - Wages and Salaries to 215 - Lot Assessments. *(no publication needed)*

22 Docket of Claims - to be approved through July 6, 2023.

Routine Agenda

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

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

25 Letter - regarding bid awarded by Purchasing to Crown Leisure Marine for boat motor - Police Department - to be made a part of the minutes.

26 Letter - regarding bid awarded by Purchasing to Ferguson Waterworks for EJ Beehive grates and rings - Public Works Department - to be made a part of the minutes.

27 Letter - regarding bid awarded by Purchasing to Myers Tire Supply for tire aligner - Maintenance Department - to be made a part of the minutes.

28 Privilege License Report - for the month of June, 2023 - to be made a part of the minutes.

29 Ratification - of MBH GPT Real Estate - Dedeaux Rd Widening Phase 2 - to be made a part of the minutes.

30 Ratification - of MWCC Assessment Payment Documentation - to be made a part of the minutes.

Public Agenda

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

Council Comments

Memorial Adjournment

- **Mr. Timothy Emmitt Thames**
- **Mr. James McClintock Day**
- **Mr. John Wilson "Mickey" James, Sr.**
- **Mr. Louis "Butch" Anthony DiSalvo Jr.**
- **Mrs. Jacqueline Eleanor Skrmetta**
- **Mrs. Peggy Reid O'Neal**

Executive Session

Setting of Next Meeting and Adjournment

TABLE OF CONTENTS

WARD 1

PARCEL	LOCATION	OWNER
0711L-02-077.000	1122 RICH AVE	AVOS DESIGN LLC
0711L-02-050.000	5901 17TH ST	ADKINS VELMA GREER
0811E-02-008.000	30TH AVE	BUSSOLATI PAUL & HELVESTON STANLEY

WARD 2

PARCEL	LOCATION	OWNER
1010O-02-002.001	1936 BEACH DR	PENTEK DESIGN BUILD LLC
1010M-03-020.000	217 MILRAY LN	STARNES PAT
1011D-03-047.000	162 TEGARDEN RD	SAND SHARK LLC

WARD 3

PARCEL	LOCATION	OWNER
0810N-02-025.000	2001 30TH ST	TYLER MILDRED -EST-

WARD 5

PARCEL	LOCATION	OWNER
0808O-02-105.000	11076 KLEIN RD	MURAO ROMANDO P
0808N-02-007.000	113 DAVID ST	THOMAS ENOCH
0808N-02-006.000	DAVID ST	THOMAS ENOCH
0908M-01-017.110	11102 VIXEN LOOP	JASBE PROPERTIES, LLC

WARD 6

PARCEL	LOCATION	OWNER
0908E-02-032.000	12104 THREE RIVERS RD	LUDY JENNIFER LOUISE
0908E-02-034.000	13496 LETHA ST	LUDY JENNIFER LOUISE
1008L-01-005.000	LORRAINE RD	FULTON YVONNE TURNER

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 12, 2023

AVOS DESIGN LLC
500 MARQUETTE AVE NW
STE 1200
ALBUQUERQUE, NM 87102

Reference: Tax Parcel Number: 0711L-02-077.000
1122 RICH 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
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, 07/05/2023 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: 11477

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 12, 2023

AVOS DESIGN LLC
1122 RICH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711L-02-077.000
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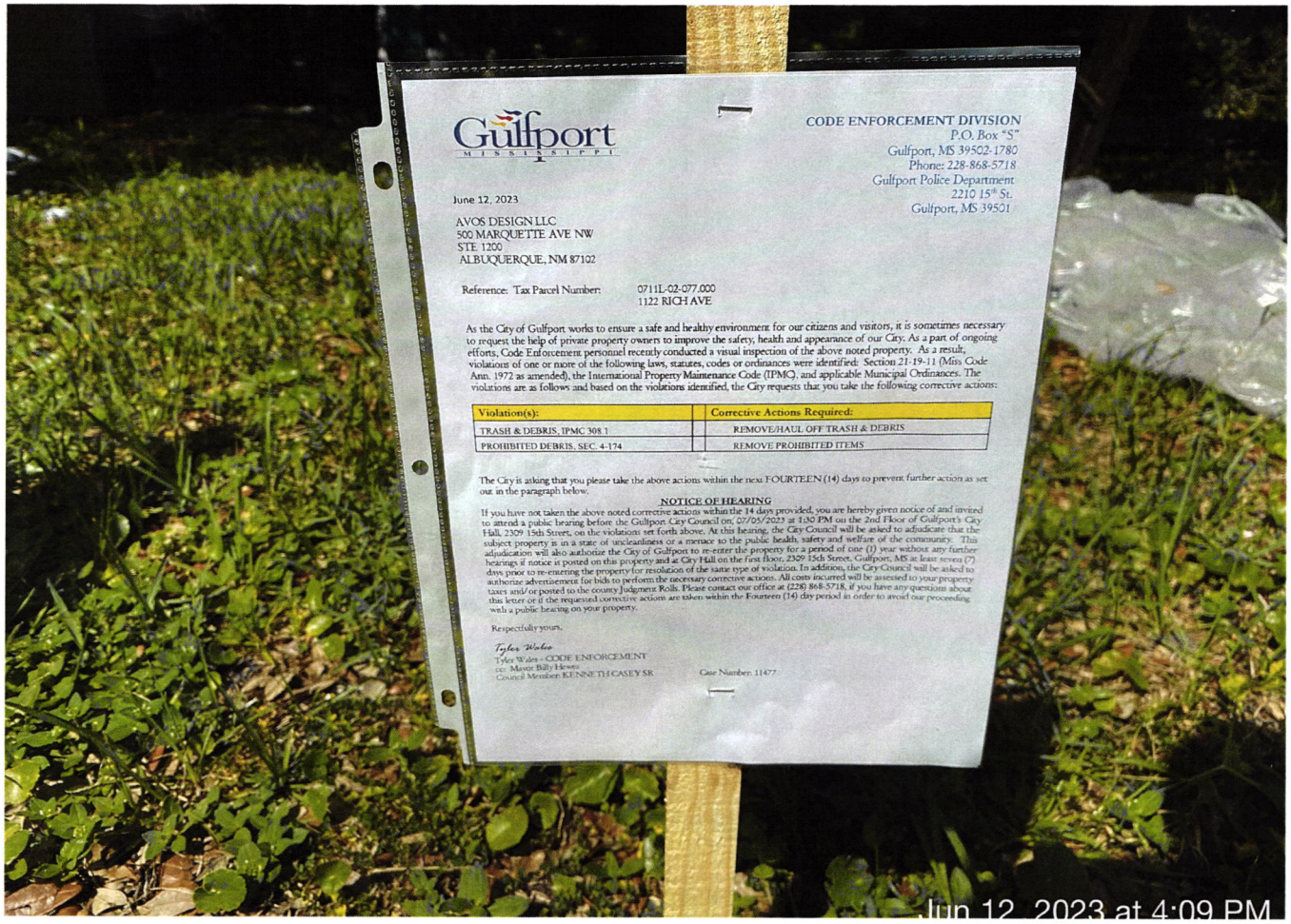

Gulfport
MISSISSIPPI

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cc: Mayor Billy Hewes
Council Member KENNETH CASEY SR

Case Number: 11477

NO 163186
U.S. MAIL
Jun 12, 2023 at 4:09 PM

Jun 12, 2023 at 4:09 PM

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 13, 2023

ADKINS VELMA GREER
P O BOX 6183
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0711L-02-050.000
5901 17TH ST

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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
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO

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Case Number: 11482

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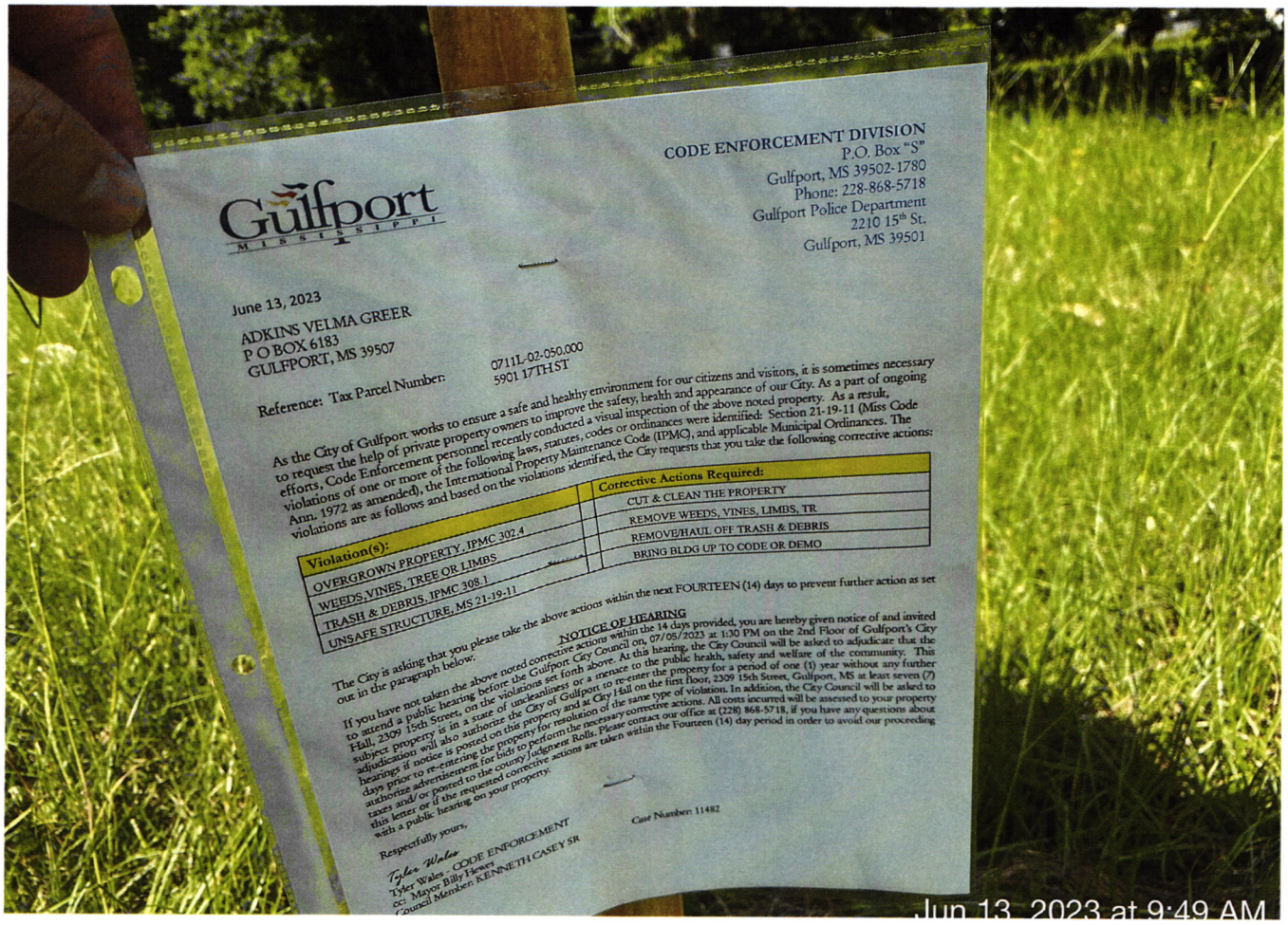
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR Case Number: 11482


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
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P O BOX 6183
GULFPORT, MS 39507
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Corrective Actions Required:
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Tyler Wales - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR
Case Number: 11482
Jun 13, 2023 at 9:49 AM

1622
Jun 13, 2023 at 9:49 AM

Jun 13, 2023 at 9:49 AM

Jun 9, 2023 at 4:23 PM

Jun 9, 2023 at 4:23 PM

Jun 9, 2023 at 4:22 PM

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 21, 2023

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

Reference: Tax Parcel Number: 0811E-02-008.000
30TH AVE

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INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
VEHICLE ON VACANT LOT		REMOVE VEHICLE
FENCE VIOLATION, IPMC 304.2		REPAIR, MAINTENANCE OR REMOVE
UNSANITARY CONDITION, IPMC 302		CORRECT UNSANITARY CONDITION
MAJOR AUTO REPAIR, IPMC 302.8		STOP MAJOR REPAIRS OR DISSEMBL
RECREATIONAL EQUIPMENT ORD.		REMOVE/RELOCATE REC VEHICLE
IMPROPER STORAGE, SEC IV (3)		REMOVE/RELOCATE

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cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 11554

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June 21, 2023

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

Reference: Tax Parcel Number: 0811E-02-008.000
30TH AVE

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MAJOR AUTO REPAIR, IPMC 302.8		STOP MAJOR REPAIRS OR DISSEMBL
RECREATIONAL EQUIPMENT ORD.		REMOVE/RELOCATE REC VEHICLE
IMPROPER STORAGE, SEC IV (3)		REMOVE/RELOCATE

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, 07/05/2023 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: 11554

Jun 21, 2023 at 11:38 AM

Jun 21, 2023 at 11:38 AM

Jun 21, 2023 at 11:39 AM

Jun 21, 2023 at 11:39 AM

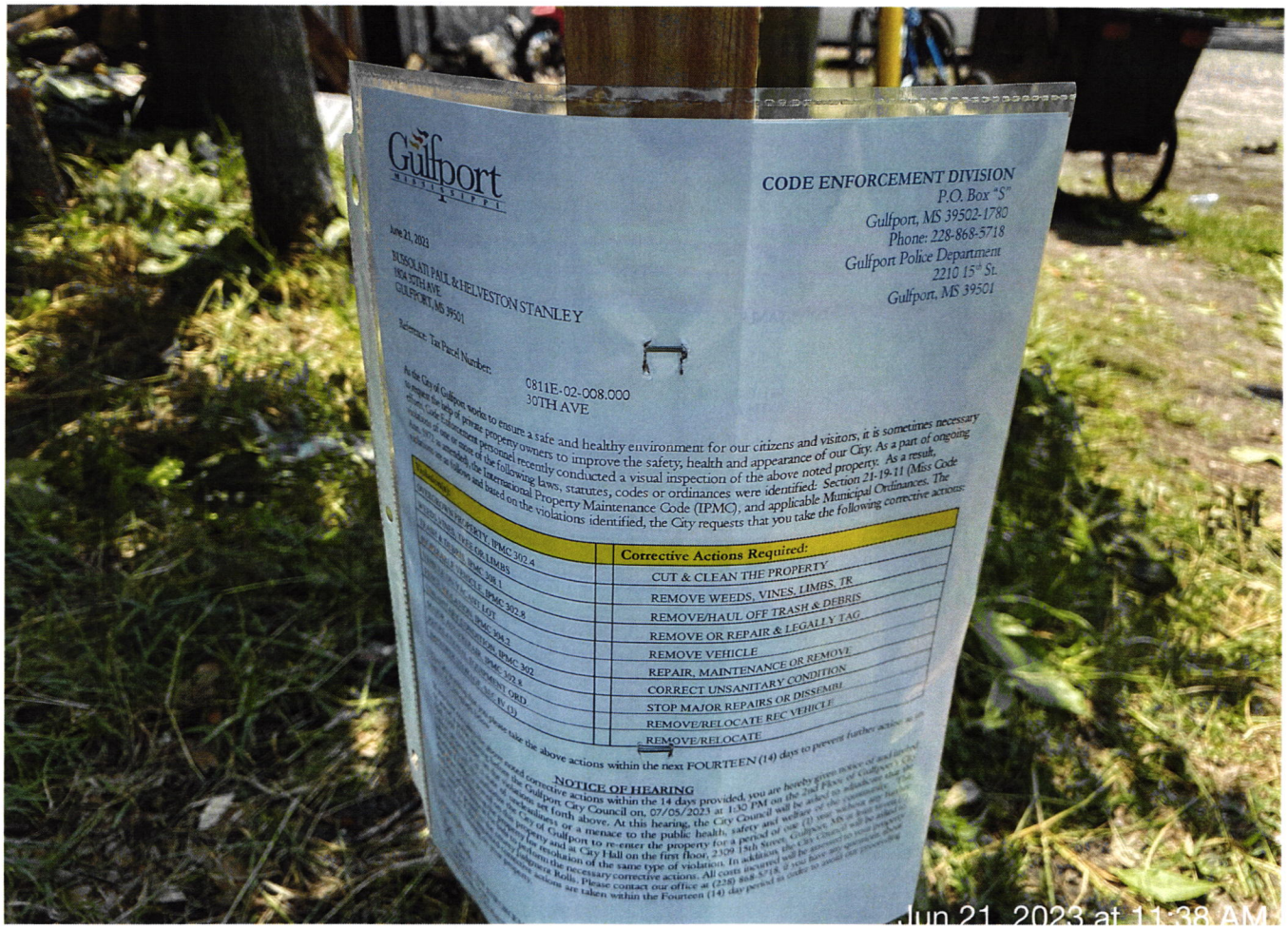
Jun 21, 2023 at 11:39 AM

Jun 21, 2023 at 11:40 AM

Jun 21, 2023 at 11:40 AM

Jun 21, 2023 at 11:38 AM

Jun 21, 2023 at 11:38 AM


Gulfport
MISSISSIPPI
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 21, 2023
BUSOLATI, PAUL & HELVESTON STANLEY
1934 30TH AVE
GULFPORT, MS 39501
Reference: Tax Parcel Number:
0811E-02-008.000
30TH AVE
Corrective Actions Required:
CUT & CLEAN THE PROPERTY
REMOVE WEEDS, VINES, LIMBS, TR
REMOVE/HAUL OFF TRASH & DEBRIS
REMOVE OR REPAIR & LEGALLY TAG
REMOVE VEHICLE
REPAIR, MAINTENANCE OR REMOVE
CORRECT UNSANITARY CONDITION
STOP MAJOR REPAIRS OR DISSEMBL
REMOVE/RELOCATE REC VEHICLE
REMOVE/RELOCATE
NOTICE OF HEARING
Jun 21, 2023 at 11:38 AM

Jun 21, 2023 at 11:38 AM

Jun 21, 2023 at 11:38 AM

Jun 21, 2023 at 11:38 AM

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 12, 2023

PENTEK DESIGN BUILD LLC
1936 BEACH DR
GULFPORT, MS 39507

Reference: Tax Parcel Number: 1010O-02-002.001
1936 BEACH 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, 07/05/2023 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: 11218

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 12, 2023

PENTEK DESIGN BUILD LLC
1139 ORETHA CASTLE HALEY
NEW ORLEANS, LA 70113

Reference: Tax Parcel Number: 1010O-02-002.001
1936 BEACH 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, 07/05/2023 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: 11218

Gulfport

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2310 15th St.
Gulfport, MS 39501

June 12, 2023

PENTEK DESIGN/BUILD LLC
1150 CHARLES CASTLE HALEY
NEW ORLEANS, LA 70113

Reference: Tax Parcel Number: 1010A-02-022.001
1936 BEACH DR

As the City of Gulfport seeks to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to require the help of private property owners to improve the safety, health and appearance of our City. As a result of inspection(s) conducted on the above noted property, it has been determined that violation(s) of the Gulfport Code of Ordinances exist. Code Enforcement personnel recently conducted a visual inspection(s) where the following violation(s) were identified. Section 21-19-11 (Min Code 1972) as adopted 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 07/05/2023 at 1:30 PM on the 2nd Floor of Gulfport City Hall, 2309 15th Street, Gulfport, Mississippi, at which time you will be asked to show cause why the above noted subject property is a state of nuisance set forth above. At this hearing, the City Council will be asked to set Gulfport's City Code Enforcement Officer's findings as true and correct and to enter an order finding that the above noted property is in violation of the Gulfport Code of Ordinances and is a nuisance as defined therein. The City Council may also authorize the City of Gulfport to remove the public health, safety and welfare of the community that the subject property is in a state of nuisance as

Jun 12, 2023 at 3:27 PM

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 13, 2023

BAYOU RENTAL PROPERTIES INC
1502 MILL RD
GULFPORT, MS 39503

Reference: Tax Parcel Number: 1010M-03-020.000
217 MILRAY LN

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

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Respectfully yours,

Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 11320

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 13, 2023

BAYOU RENTAL PROPERTIES INC
217 MILRAY LN
GULFPORT, MS 39507

Reference: Tax Parcel Number: 1010M-03-020.000
217 MILRAY LN

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

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Respectfully yours,

Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 11320

Jun 13, 2023 at 3:01 PM

Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2212 15th St.
Gulfport, MS 39501
June 13, 2023
BAYOU RENTAL PROPERTIES INC
217 MILRAY LN
GULFPORT, MS 39507
Reference: Tax Parcel Number: 1010M-03-020.000
217 MILRAY LN
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:
Violation(s):
Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4
CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS
REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.
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Respectfully yours,
Candace Gemmill
Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Members RON ROLAND
Case Number 11320
Jun 13, 2023 at 3:01 PM

Jun 13, 2023 at 9:46 AM

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 15, 2023

SAND SHARK LLC
P O BOX 6918
GULFPORT, MS 39506

Reference: Tax Parcel Number: 1011D-03-047.000
162 TEGARDEN RD

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

Violation(s):		Corrective Actions Required:
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS

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

NOTICE OF HEARING

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Respectfully yours,

Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 11326

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 15, 2023

SAND SHARK LLC
162 TEGARDEN RD
GULFPORT, MS 39507

Reference: Tax Parcel Number: 1011D-03-047.000
162 TEGARDEN RD

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

Violation(s):		Corrective Actions Required:
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS

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

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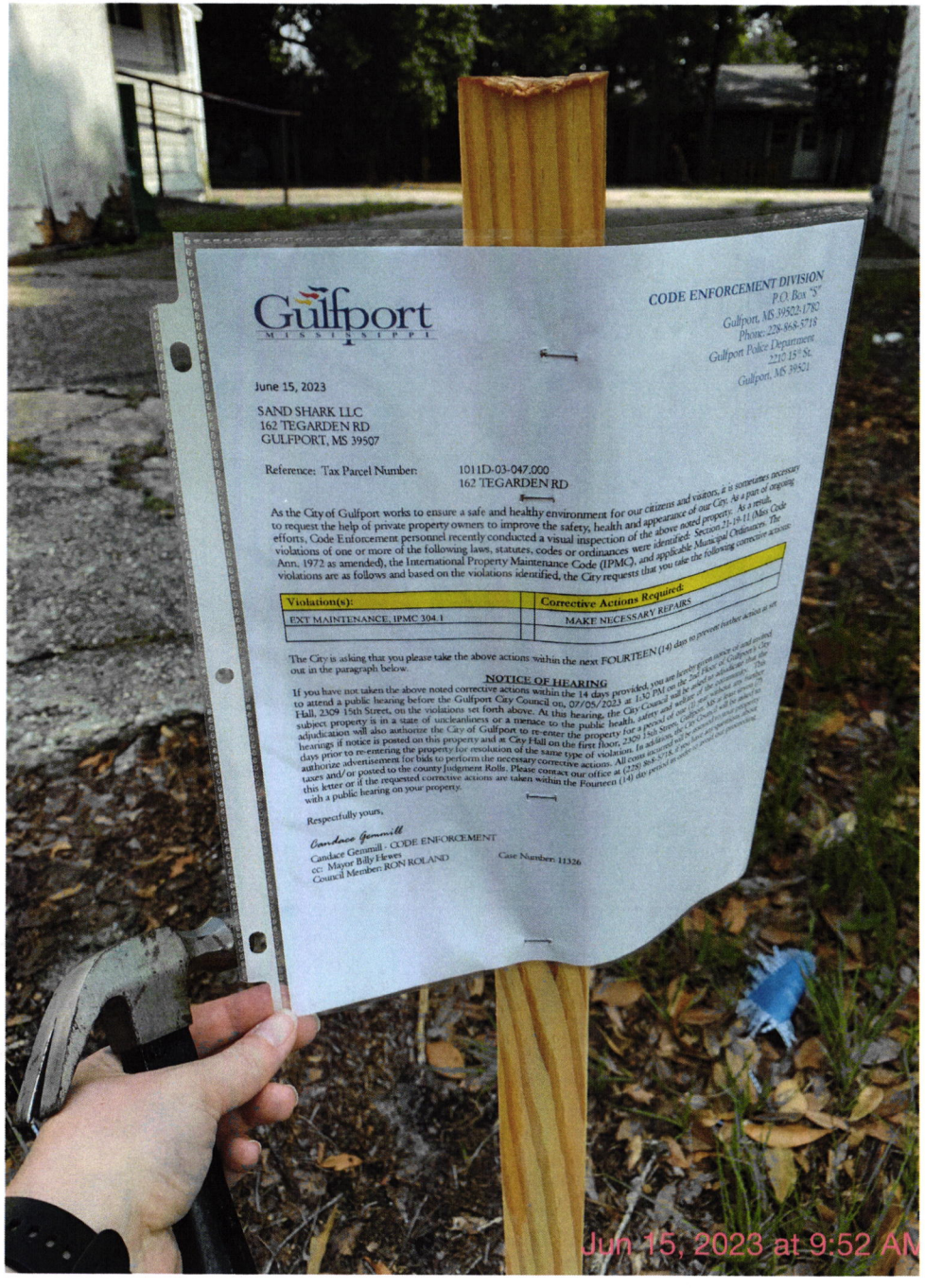
Respectfully yours,

Candace Gemmill

Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 11326

Jun 15, 2023 at 9:52 AM


Gulfport
MISSISSIPPI
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 15, 2023
SAND SHARK LLC
162 TEGARDEN RD
GULFPORT, MS 39507
Reference: Tax Parcel Number: 1011D-03-047.000
162 TEGARDEN RD
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:
Violation(s): | Corrective Actions Required:
EXT MAINTENANCE, IPMC 304.1 | MAKE NECESSARY REPAIRS
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Respectfully yours,
Candace Gemmill - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND
Case Number: 11326
Jun 15, 2023 at 9:52 AM

Jun 15, 2023 at 9:49 AM

Jun 15, 2023 at 9:48 AM

Jun 15, 2023 at 9:49 AM

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 16, 2023

TYLER MILDRED -EST-
1521 NW 79TH TERRACE
PEMBROKE PINES, FL 33024

Reference: Tax Parcel Number: 0810N-02-025.000
2001 30TH ST

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

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
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

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Respectfully yours,

Josh Troutman

Josh Troutman - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES Case Number: 11445

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 16, 2023

TYLER MILDRED -EST-
2001 30TH ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810N-02-025.000
2001 30TH ST

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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
UNSAFE STRUCTURE, MS 21-19-11		BRING BLDG UP TO CODE OR DEMO

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Council Member: ELLA HOLMES-HINES Case Number: 11445

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 16, 2023

ANTHONY NEWELL
151 VIA DON RAY RD APT B
LONG BEACH, MS 39560

Reference: Tax Parcel Number: 0810N-02-025.000
2001 30TH ST

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cc: Mayor Billy Hewes
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P.O. Box "S"
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Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

June 16, 2023

ANTHONY NEWELL
2001 30TH ST
GULFPORT, MS 39501

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cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES Case Number: 11445

Gulfport
MISSISSIPPI

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 16, 2023

ANTHONY NEWELL
151 VIA DON RAY RD APT B
LONG BEACH, MS 39560

Reference: Tax Parcel Number: 0810N-02-025.000
2001 30TH ST

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Jack Troutman - CODE ENFORCEMENT

Case Number: 11445

cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Jun 16, 2023

Gulfport
MISSISSIPPI

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

June 16, 2023

TYLER MILDRED -EST-
1521 NW 79TH TERRACE
PEMBROKE PINES, FL 33024

Reference: Tax Parcel Number: 0810N-02-025.000
2001 30TH ST

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Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

June 19, 2023

MURAO ROMANDO P
11076 KLEIN RD
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808O-02-105.000
11076 KLEIN RD

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INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

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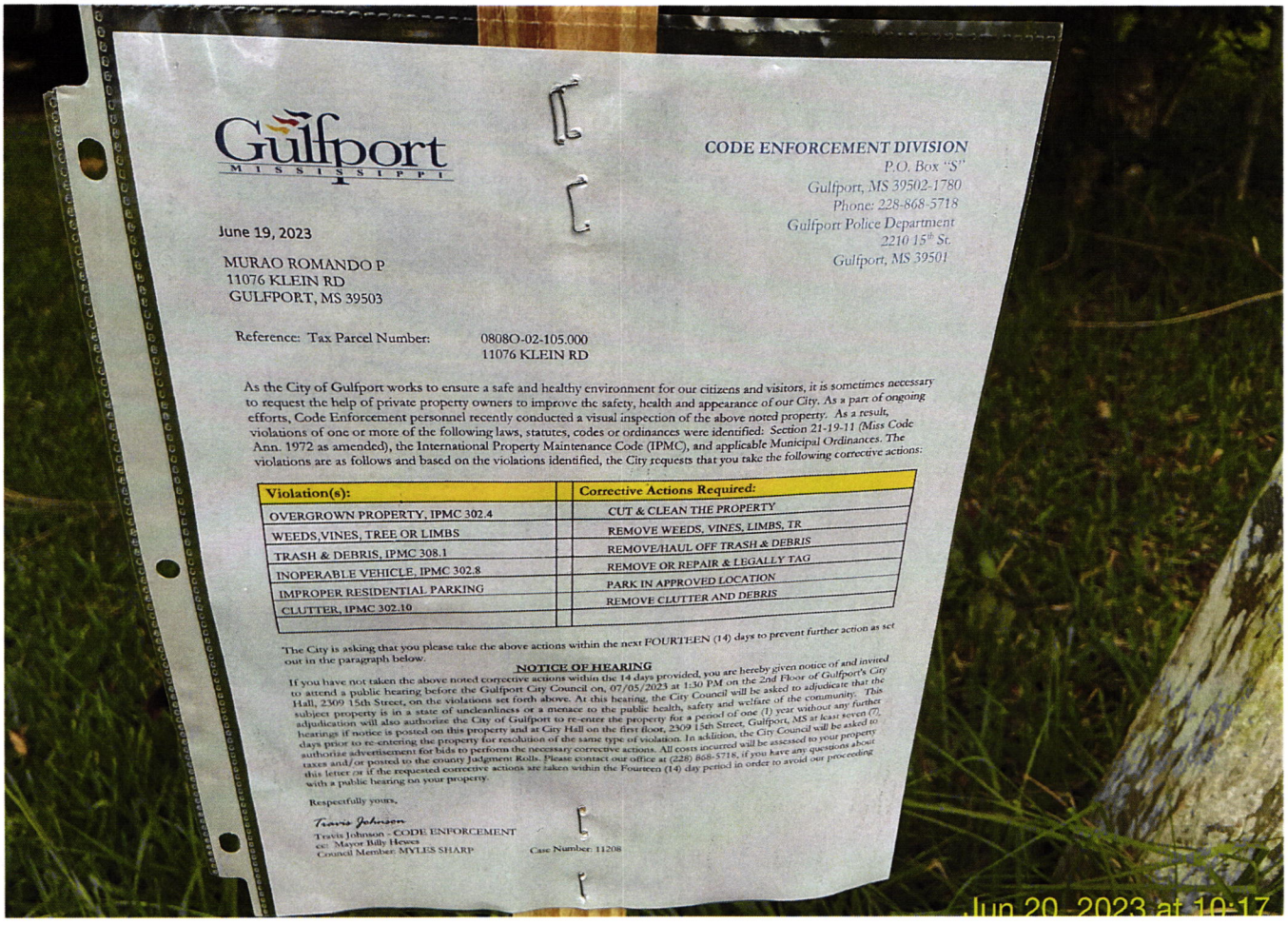
Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP Case Number: 11208

HA1 8190
Jun 20, 2023 at 10:17



Gulfport
MISSISSIPPI

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 19, 2023

MURAO ROMANDO P
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GULFPORT, MS 39503

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Travis Johnson

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

Case Number: 11208

Jun 20, 2023 at 10:17

Jun 20, 2023 at 10:17

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 19, 2023

THOMAS ENOCH
113 DAVID DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808N-02-007.000
113 DAVID ST

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

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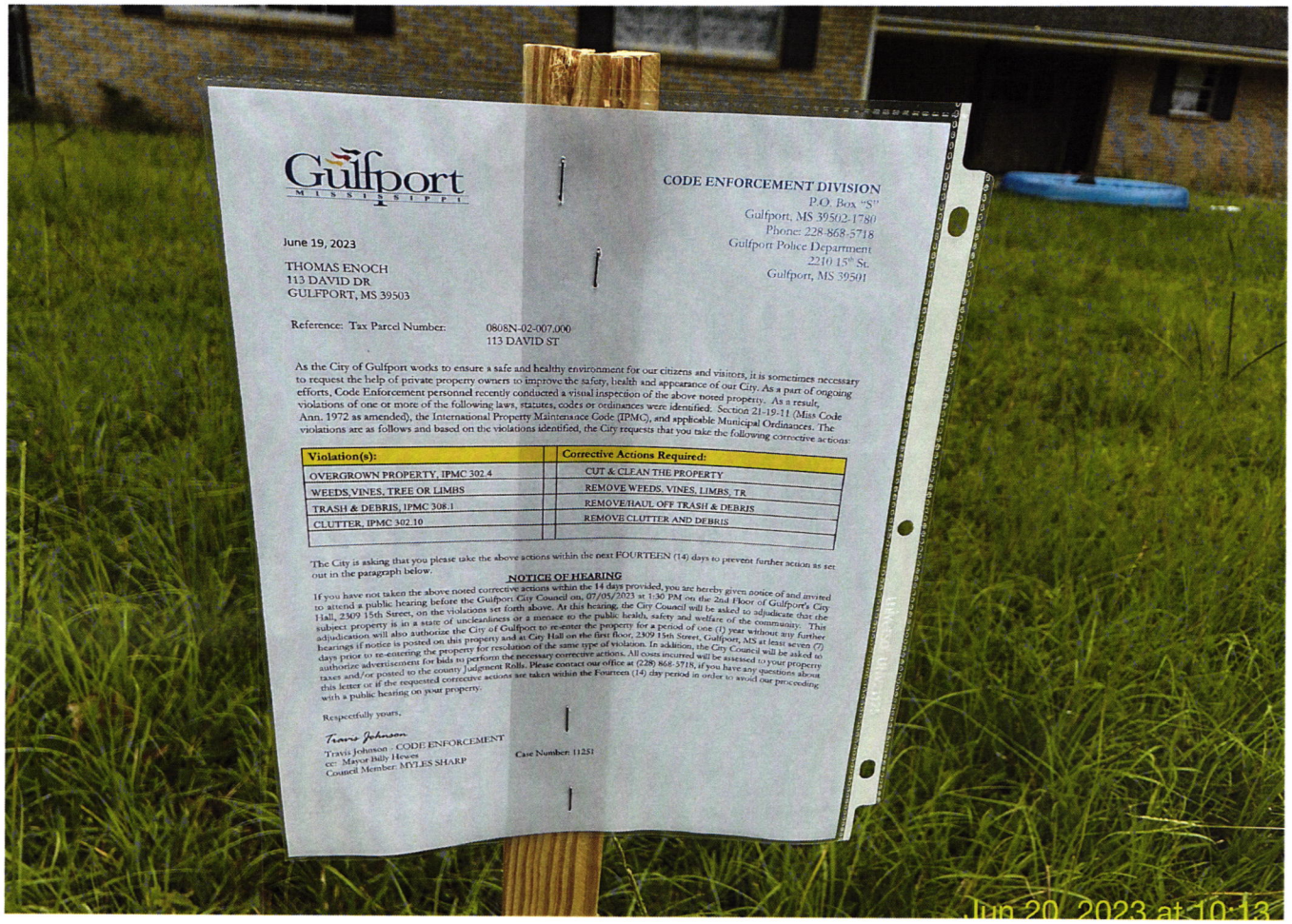
cc: Mayor Billy Hewes
Council Member: MYLES SHARP Case Number: 11251


Gulfport
MISSISSIPPI
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P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
June 19, 2023
THOMAS ENOCH
113 DAVID DR
GULFPORT, MS 39503
Reference: Tax Parcel Number: 0808N-02-007.000
113 DAVID ST
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Travis Johnson
Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP
Case Number: 11251
Jun 20, 2023 at 10:13

Jun 20, 2023 at 10:13

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
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June 19, 2023

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113 DAVID DR
GULFPORT, MS 39503

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DAVID ST

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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

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, 07/05/2023 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,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP Case Number: 11252

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 19, 2023

THOMAS ENOCH
DAVID DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808N-02-006.000
DAVID ST

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

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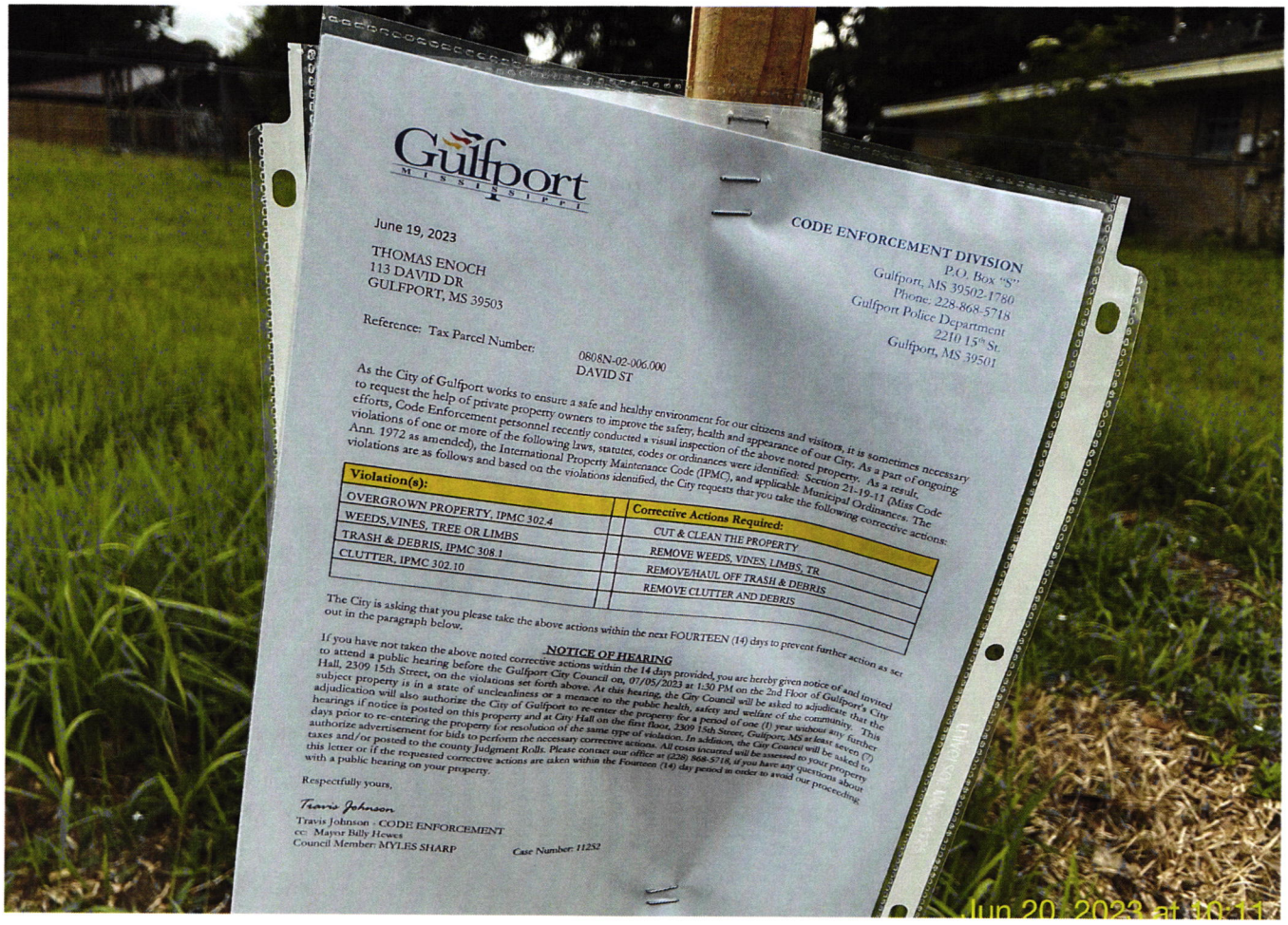
Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP Case Number: 11252



Gulfport
MISSISSIPPI

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 19, 2023

THOMAS ENOCH
113 DAVID DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808N-02-006.000
DAVID ST

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Respectfully yours,

Travis Johnson

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

Case Number: 11252

Jun 20, 2023 at 10:11

Jun 20, 2023 at 10:11

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 19, 2023

JASBE PROPERTIES, LLC
6034 CHATEAU LOIRE CIR
MANDEVILLE, LA 70448

Reference: Tax Parcel Number: 0908M-01-017.110
11102 VIXEN LOOP

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

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Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP Case Number: 11258

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 19, 2023

JASBE PROPERTIES, LLC
11102 VIXEN LOOP
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0908M-01-017.110
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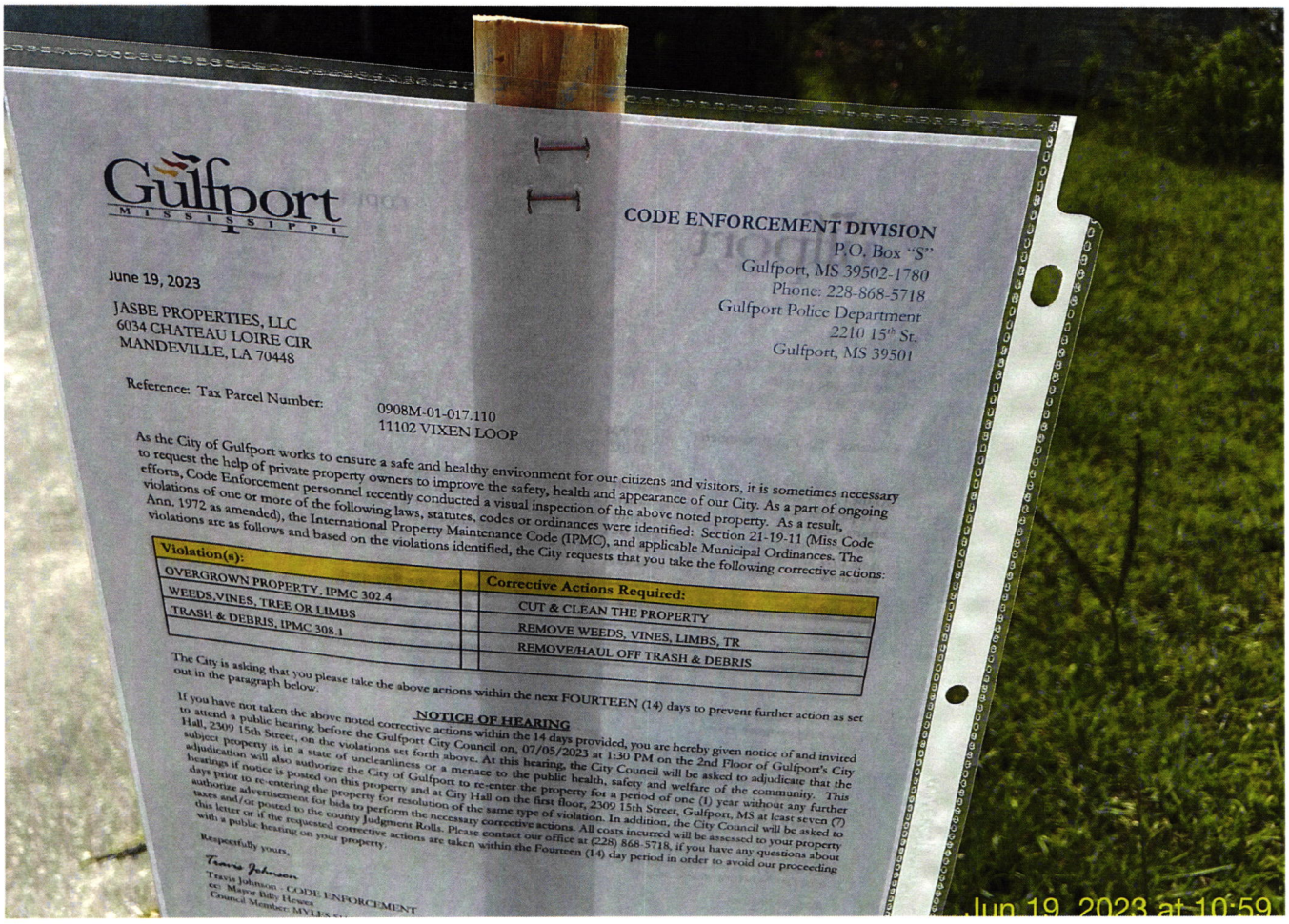
Respectfully yours,

Travis Johnson

Travis Johnson - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP Case Number: 11258



Gulfport
MISSISSIPPI

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 19, 2023

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6034 CHATEAU LOIRE CIR
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Respectfully yours,

Travis Johnson

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

Jun 19, 2023 at 10:59

Jun 19, 2023 at 10:59

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 13, 2023

LUDY JENNIFER LOUISE
9385 MARSH MOUNTAIN RD
PINSON, AL 35126

Reference: Tax Parcel Number: 0908E-02-032.000
12104 THREE RIVERS RD

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

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CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

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Respectfully yours,

Jeremy Perry

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

Case Number: 10243

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 13, 2023

LUDY JENNIFER LOUISE
12104 THREE RIVERS RD
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0908E-02-032.000
12104 THREE RIVERS RD

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Respectfully yours,

Jeremy Perry

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

Case Number: 10243

Gulfport
MISSISSIPPI
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 13, 2023
LUDY JENNIFER LOUISE
9385 MARSH MOUNTAIN RD
PINSON, AL 35126
Reference: Tax Parcel Number: 0908E-02-032.000
12104 THREE RIVERS RD
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Corrective Actions Required:
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CUT & CLEAN THE PROPERTY
WEEDS, VINES, OVERGROWN
REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
CLUTTER, IPMC 302.9
REMOVE CLUTTER AND DEBRIS
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Respectfully yours,
Jeremy Perry
Jeremy Perry – CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member RAEE FLOWERS
Case Number: 10243
Jun 13, 2023

12104
Jun 13, 2023

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 13, 2023

LUDY JENNIFER LOUISE
9385 MARSH MOUNTAIN RD
PINSON, AL 35126

Reference: Tax Parcel Number: 0908E-02-034.000
13496 LETHA ST

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

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

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

Case Number: 10244

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 13, 2023

LUDY JENNIFER LOUISE
13496 LETHA ST
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0908E-02-034.000
13496 LETHA 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
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, 07/05/2023 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: 10244

Gulfport
CODE ENFORCEMENT DIVISION
P.O. Box "A"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
June 13, 2023
LUDY JENNIFER LOUISE
9385 MARSH MOUNTAIN RD
PINSON, AL 35126
Reference: Tax Parcel Number: 0908E-02-034.000
13496 LETHA 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
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, 07/05/2023 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At the hearing, the City Council will be asked to adjudicate that the subject property is in a state of condemnation as it relates to the property for a period of one (1) year without any further adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings of notice is posted on the property and sold at City Hall on the first floor. 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 as the property 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,
Jeremy Perry
Jeremy Perry, CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: R LEE FLOWERS
Case Number: 10244
Jun 13, 2023

Jun 13, 2023

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 12, 2023

FULTON YVONNE TURNER
11439 LORRAINE RD
GULFPORT, MS 39503

Reference: Tax Parcel Number: 1008L-01-005.000
LORRAINE RD

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

Violation(s):		Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
UNSANITARY CONDITION, IPMC 302		CORRECT UNSANITARY CONDITION
ILLEGAL DUMPING 1826 SEC 4-173		CEASE DUMPING & REMOVE DEBRIS
INDOOR FURNITURE OUTSIDE		REMOVE OR RELOCATE FURNITURE

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, 07/05/2023 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: 11254

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 12, 2023

FULTON YVONNE TURNER
LORRAINE RD
GULFPORT, MS 39503

Reference: Tax Parcel Number: 1008L-01-005.000
LORRAINE RD

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

Violation(s):		Corrective Actions Required:
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
UNSANITARY CONDITION, IPMC 302		CORRECT UNSANITARY CONDITION
ILLEGAL DUMPING 1826 SEC 4-173		CEASE DUMPING & REMOVE DEBRIS
INDOOR FURNITURE OUTSIDE		REMOVE OR RELOCATE FURNITURE

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

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Respectfully yours,

Jeremy Perry

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

Case Number: 11254

Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2218 15th St.
Gulfport, MS 39501
June 12, 2023
FULTON YVONNE TURNER
LORRAINE RD
GULFPORT, MS 39503
Reference: Tax Parcel Number: 1008L-01-005.000
LORRAINE RD
As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:
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CEASE DUMPING & REMOVE DEBRIS
INDOOR FURNITURE OUTSIDE
REMOVE OR RELOCATE FURNITURE
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Respectfully yours,
Jeremy Perry
Jeremy Perry - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: R LEE FLOWERS
Case Number: 11254
Jun 12, 2023

Jun 12, 2023

Jun 12, 2023

Jun 12, 2023

Jun 12, 2023

228-215-1943
Jun 12, 2023

Jun 12, 2023

Jun 12, 2023

Jun 12, 2023

Jun 12, 2023

Jun 12, 2023

Jun 12, 2023

Jun 12, 2023

MEMORANDUM – CITY OF GULFPORT

Date: **JUNE 21, 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: 0811F-04-026.000. Beg 40 Ft W Of Ne Cor Of Lot 1 & Run S 100 Ft W 40 Ft N 100 Ft E 40 Ft To Beg Part Of Lots 1 To 4 Blk 126 Original Gulfport. Property Located At 2405 19th St. For Violation Of Remove/Haul Off Trash & Debris, Remove Clutter And Debris, Remove/Relocate Storage Struct. Cates Samuel M Case: 10825

Parcel 2: 0811B-07-042.000. Lots 8 & 9 & S 2 Ft. Of Lot 7 Blk. 35 Arlington Heights Add.. Property Located At 2307 19th Ave. For Violation of Remove Or Repair & Legally Tag, Park In Approved Location. Skelton Charles L -EST- Case: 10830

Parcel 3: 0909K-03-023.000. Lot 6 Blk 3 Gulfport Lake Vista Subd. Property Located At 6025 South Vista Dr. For Violation of Remove/Haul Off Trash & Debris, Repair, Maintenance Or Remove, Remove Clutter And Debris. Powell Mark Dean & Alicia Case: 11161

Parcel 4: 0910K-03-005.000. Lot 15 Bayou View Subd 8th Add Part #1. Property Located At 3901 Oak Ave. For Violation Of Remove/Haul Off Trash & Debris, Remove Prohibited Items, Make Necessary Repairs, Remove Clutter And Debris, Remove Or Relocate Furniture, Repair/Replace Broken Window. Gulf South Equity Investments Llc Case: 11163

Parcel 5: 0811B-05-015.001. Lots 23 & 24 Inc Blk 18 Arlington Heights Add Of Sec 3-8-11. Property Located At 2518 17th Ave. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Park In Approved Location, Remove Clutter And Debris. Vincent Jack Case: 11171

Parcel 6: 1010B-02-004.004. Lot 5 Glendale Place Subd. Property Located At 1144 Glendale Pl. For Violation Of Remove Or Repair & Legally Tag, Remove/Relocate Boat, Remove/Relocate Utl Trailer. Short Eric Owen Case: 11271

Parcel 7: 1008K-02-057.000. Lot 28 Blk 10 Oakleigh Manor Unit 2 1st Add. Property Located At 11047 East Dogwood Dr. For Violation of Remove Or Repair & Legally Tag, Remove Clutter And Debris. Turan Michael & Courtney Case: 11308

Parcel 8: 1011D-01-010.000. Lot 32 & W 27 Ft. Of Lot 31 Lakeland Subd. Sec. 6-8-10. Property Located At 1035 Ocean View Dr. For Violation of Remove/Haul Off Trash & Debris, Remove Clutter And Debris. Tillinghast Rena Olivia Case: 11323

Parcel 9: 1008K-03-008.000. 6.2 Ac(C) Beg 920.7 Ft N & 34.2 Ft W Of Se Cor Of Sw 1/4 Of Ne 1/4 Of Sec 7 On W Mar Of Gould Rd W 764.8 Ft N 20 Dg E 428.5 Ft E 614.4 Ft To Gould Rd S Along Rd 400 Ft To Pob Part Of Sw 1/4 Of Ne 1/4 Of Sec 7-7-10. Property Located At 11387 Gould Rd. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Remove Clutter And Debris, Remove/Relocate Utl Trailer, Remove/Discard Used Appliances. Mark Iv Realty Corporation Case: 11437

Parcel 10: 0811E-02-008.000. Lot 13 Blk. 122 Original Gulfport. Property Located At 30th Ave. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Vehicle, Repair, Maintenance Or Remove, Park In Approved Location, Remove/Relocate Utl Trailer, Remove/Relocate Storage Struct. Bussolati Paul & Helveston Stanley Case: 11459

Parcel 11: 0811E-02-009.000. Lots 14 To 16 Inc Blk. 122 Original Gulfport. Property Located At 1804 30th Ave. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repairs, Correct Unsanitary Condition, Remove Clutter And Debris, Repair/Replace Broken Window. Bussolati Paul & Helveston Stanley Case: 11460

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 21, 2023

CATES SAMUEL M
2405 19TH ST
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: 0811F-04-026.000
2405 19TH ST

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

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
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 (POD STORAGE UNIT CANNOT BE STORED ON THE PROPERTY)

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.

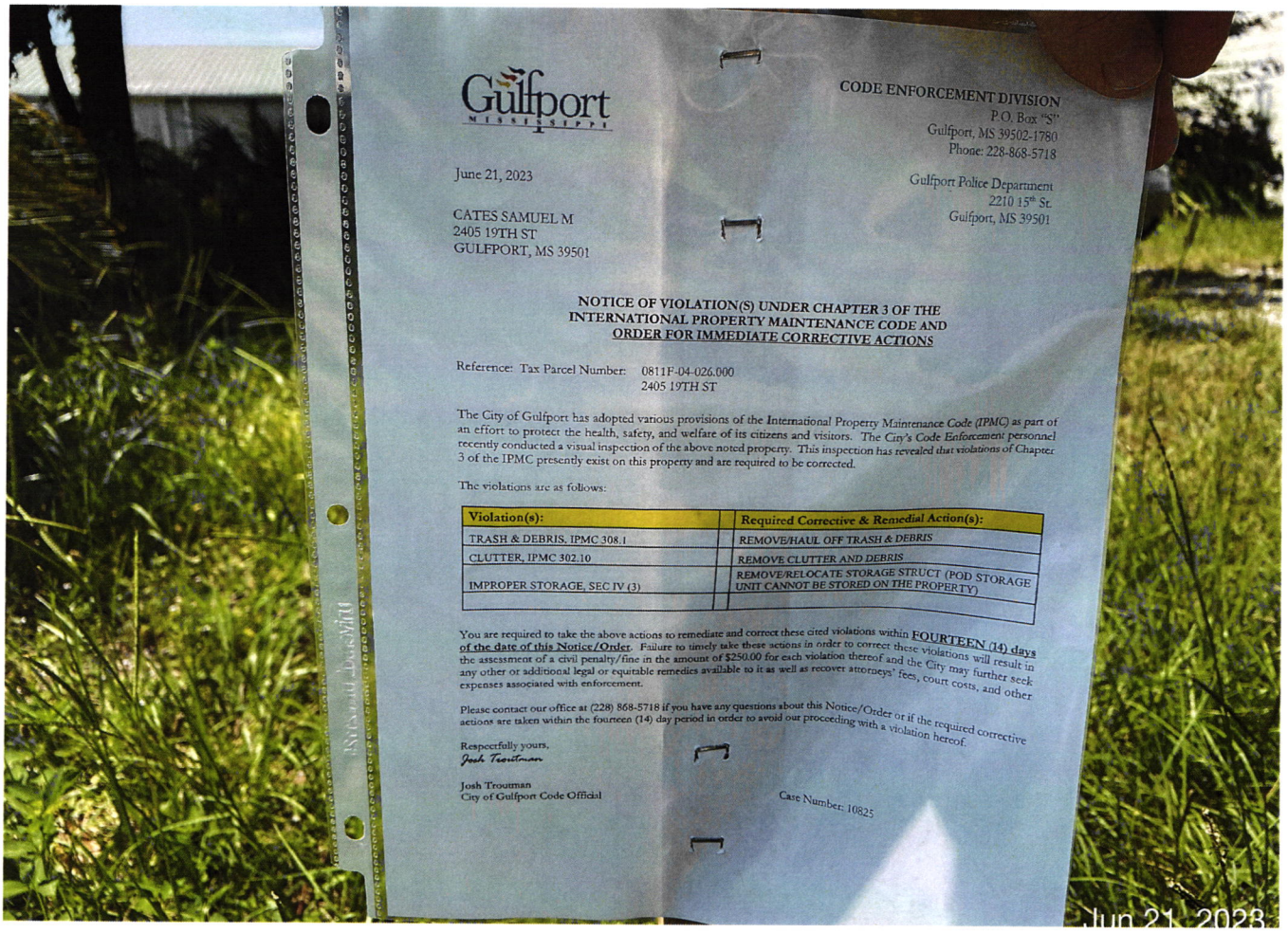
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 10825

PODS
Jun 21, 2023


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
June 21, 2023
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
CATES SAMUEL M
2405 19TH ST
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: 0811F-04-026.000
2405 19TH ST
The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.
The violations are as follows:
Violation(s):
Required Corrective & Remedial Action(s):
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 (POD STORAGE UNIT CANNOT BE STORED ON THE PROPERTY)
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Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.
Respectfully yours,
Josh Troutman
Josh Troutman
City of Gulfport Code Official
Case Number: 10825
Jun 21, 2023

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 7, 2023

SKELTON CHARLES L -EST-
2307 19TH AVE
GULFPORT, MS 39501

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

Reference: Tax Parcel Number: 0811B-07-042.000
2307 19TH AVE

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

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION

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.

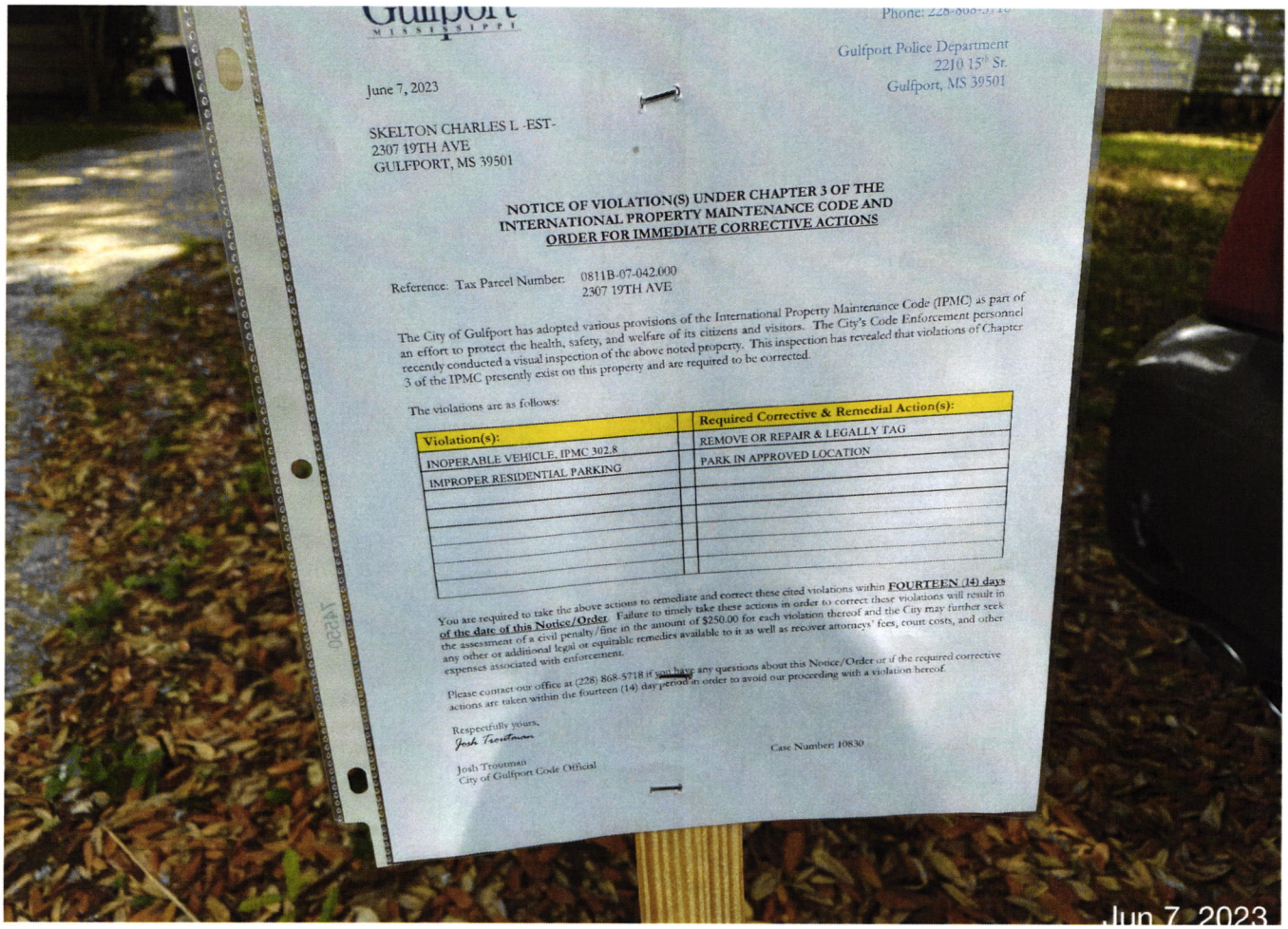
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 10830

2307
7AE 1275
DEVILLE
PROUD PARENT OF A U.S. ARMY SOLDIER
Jun 7, 2023


Gulfport
MISSISSIPPI
Phone: 228-868-5710
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
June 7, 2023
SKELTON CHARLES L -EST-
2307 19TH AVE
GULFPORT, MS 39501
NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS
Reference: Tax Parcel Number: 0811B-07-042.000
2307 19TH AVE
The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.
The violations are as follows:
Violation(s):
Required Corrective & Remedial Action(s):
INOPERABLE VEHICLE, IPMC 302.8
REMOVE OR REPAIR & LEGALLY TAG
IMPROPER RESIDENTIAL PARKING
PARK IN APPROVED LOCATION
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: 10830
Jun 7, 2023

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 15, 2023

POWELL MARK DEAN & ALICIA
6025 S VISTA 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: 0909K-03-023.000
6025 SOUTH VISTA 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):
FENCE VIOLATION, IPMC 304.2		REPAIR, MAINTENANCE OR REMOVE
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.

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Respectfully yours,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 11161

Jun 15, 2023

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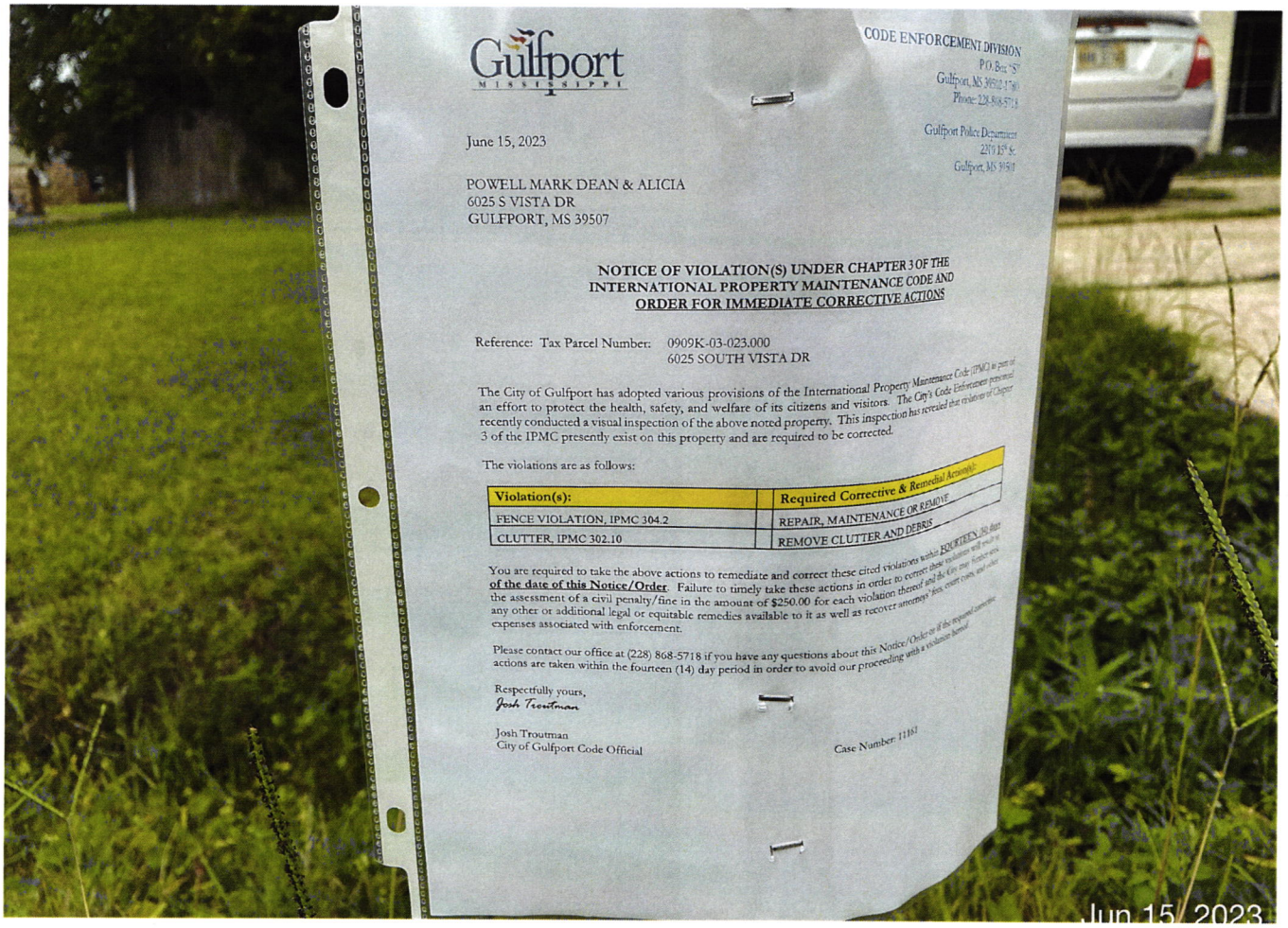
Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228.868-5718
Gulfport Police Department
2370 15th St.
Gulfport, MS 39501
June 15, 2023
POWELL MARK DEAN & ALICIA
6025 S VISTA DR
GULFPORT, MS 39507
NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE AND
ORDER FOR IMMEDIATE CORRECTIVE ACTIONS
Reference: Tax Parcel Number: 0909K-03-023.000
6025 SOUTH VISTA 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):
FENCE VIOLATION, IPMC 304.2
REPAIR, MAINTENANCE OR REMOVE
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 foreclose 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 hearing.
Respectfully yours,
Josh Troutman
Josh Troutman
City of Gulfport Code Official
Case Number 11161
Jun 15, 2023

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 13, 2023

GULF SOUTH EQUITY INVESTMENTS LLC
21 INLET DRIVE
SLIDELL, LA 70458

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

Reference: Tax Parcel Number: 0910K-03-005.000
3901 OAK 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
PROHIBITED DEBRIS, SEC. 4-174		REMOVE PROHIBITED ITEMS
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS
INDOOR FURNITURE OUTSIDE		REMOVE OR RELOCATE FURNITURE
BROKEN WINDOWS IPMC 301.13		REPAIR/REPLACE BROKEN WINDOW

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: 11163

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 13, 2023

GULF SOUTH EQUITY INVESTMENTS LLC
3901 OAK AVE
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: 0910K-03-005.000
3901 OAK 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
PROHIBITED DEBRIS, SEC. 4-174		REMOVE PROHIBITED ITEMS
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS
INDOOR FURNITURE OUTSIDE		REMOVE OR RELOCATE FURNITURE
BROKEN WINDOWS IPMC 301.13		REPAIR/REPLACE BROKEN WINDOW

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.

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Respectfully yours,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 11163

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 13, 2023

FIRST CLASS REALY LLC
PO BOX 4953
BILOXI, MS 39535

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

Reference: Tax Parcel Number: 0910K-03-005.000
3901 OAK 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):
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CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS
INDOOR FURNITURE OUTSIDE		REMOVE OR RELOCATE FURNITURE
BROKEN WINDOWS IPMC 301.13		REPAIR/REPLACE BROKEN WINDOW

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.

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Respectfully yours,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 11163

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 13, 2023

FIRST CLASS REALY LLC
3901 OAK AVE
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: 0910K-03-005.000
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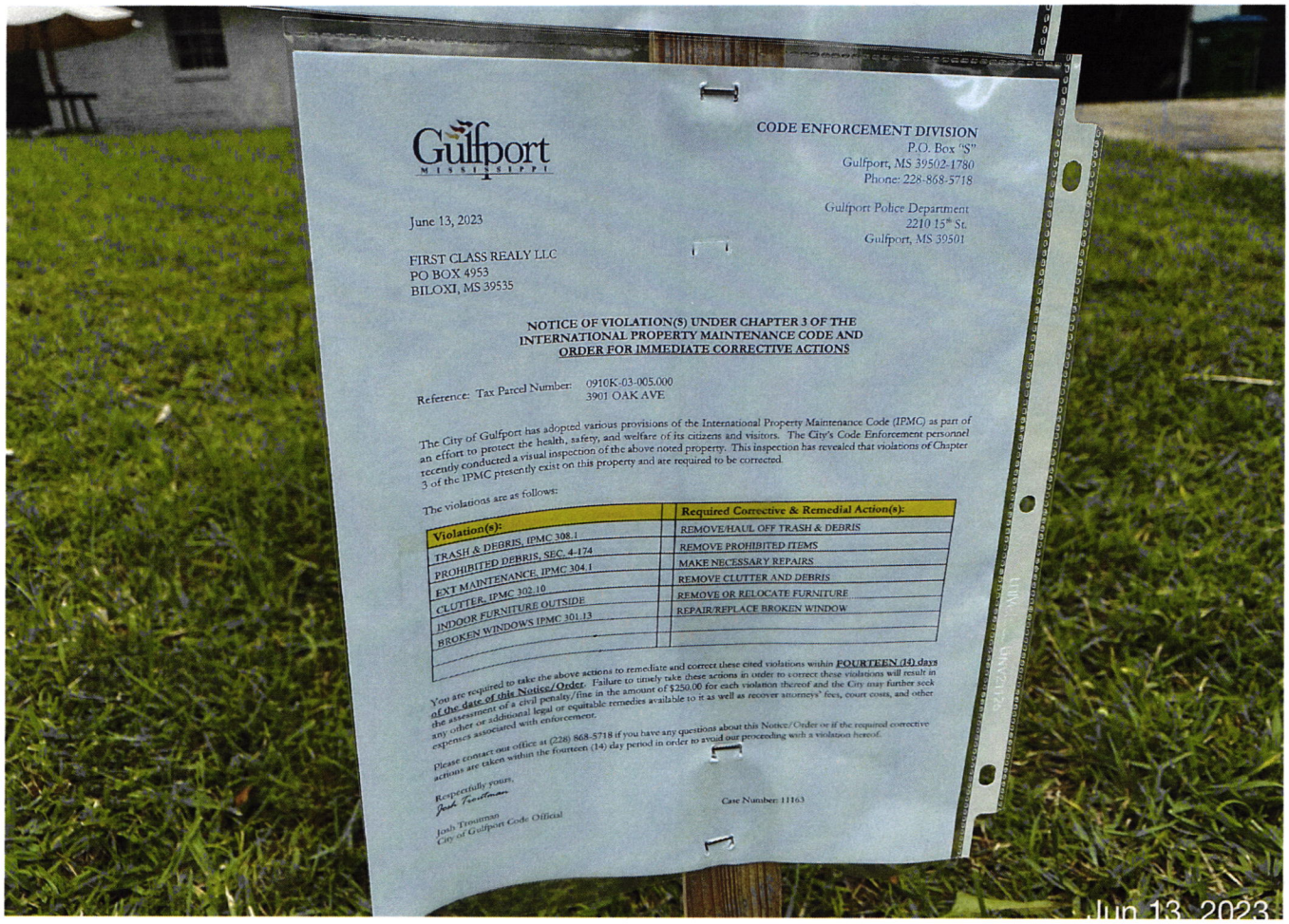
Respectfully yours,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 11163



Gulfport
MISSISSIPPI

CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
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June 13, 2023

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PO BOX 4953
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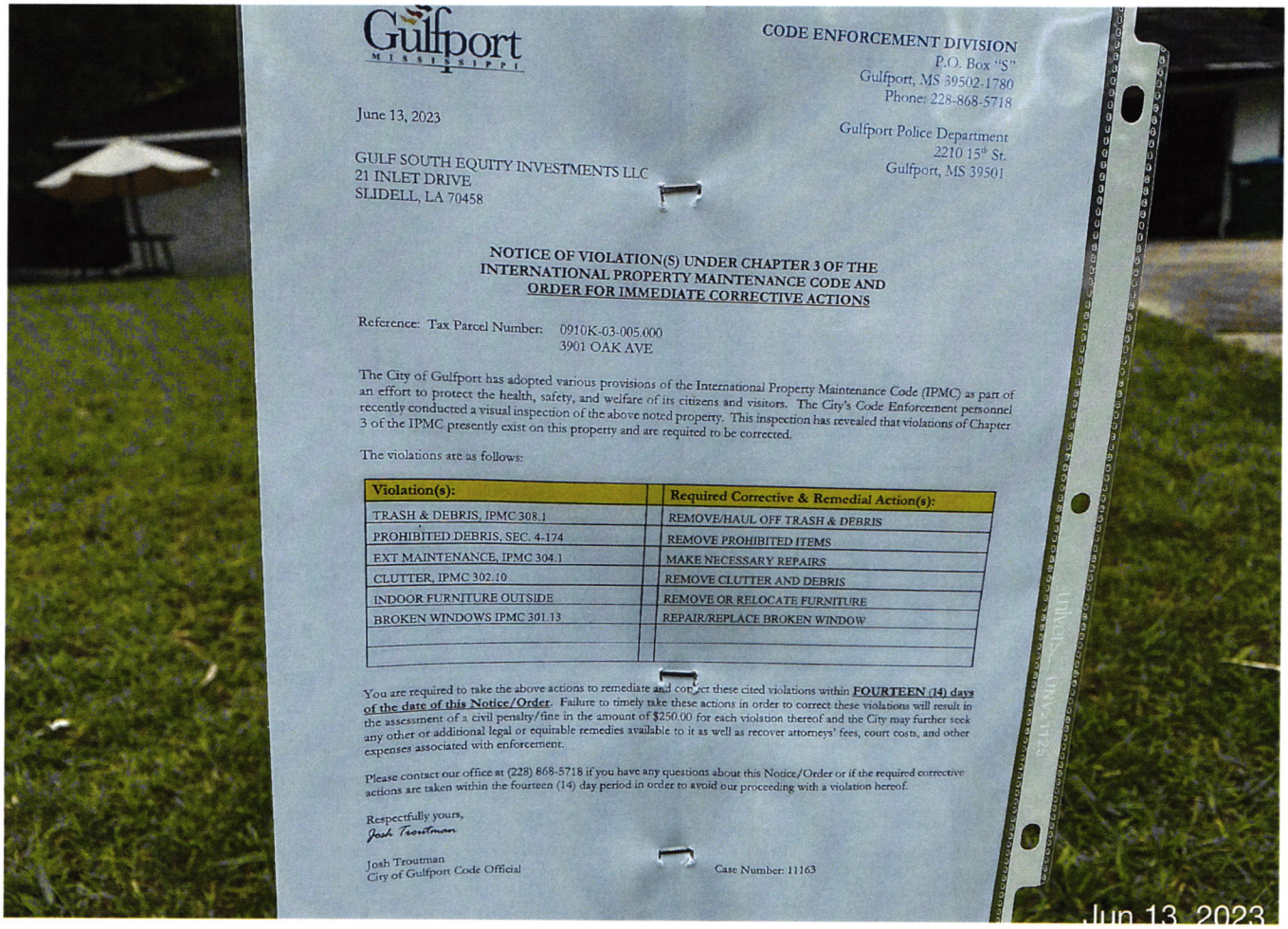
Respectfully yours,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 11163

Jun 13, 2023



Gulfport
MISSISSIPPI

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 13, 2023

GULF SOUTH EQUITY INVESTMENTS LLC
21 INLET DRIVE
SLIDELL, LA 70458

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

Reference: Tax Parcel Number: 0910K-03-005.000
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Respectfully yours,
Josh Troutman

Josh Troutman
City of Gulfport Code Official

Case Number: 11163

Jun 13, 2023

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Jun 13, 2023

Jun 13, 2023

Jun 13, 2023

Jun 13, 2023

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 16, 2023

VINCENT JACK
P O BOX 271
GULFPORT, MS 39502

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

Reference: Tax Parcel Number: 0811B-05-015.001
2518 17TH AVE

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

The violations are as follows:

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

Candace Gemmill
City of Gulfport Code Official

Case Number: 11171

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 16, 2023

VINCENT JACK
2518 17TH AVE
GULFPORT, MS 39501

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

Reference: Tax Parcel Number: 0811B-05-015.001
2518 17TH AVE

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

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

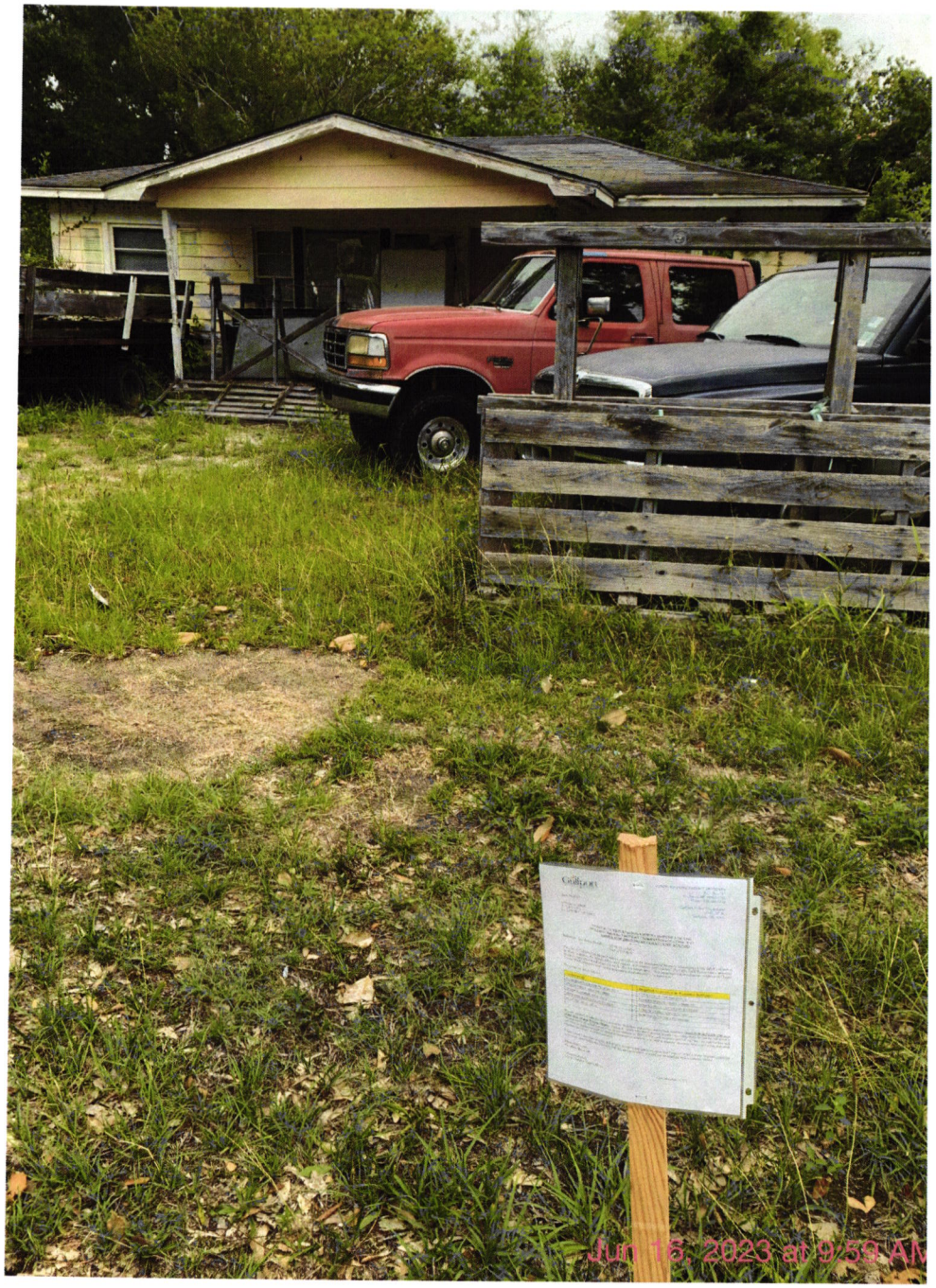
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 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,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 11171


Jun 16, 2023 at 9:59 AM

Gulfport
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 16, 2023
VINCENT JACK
P O BOX 271
GULFPORT, MS 39502
NOTICE OF VIOLATION(S) UNDER CHAPTER 3 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS
Reference: Tax Parcel Number: 0811B-05-015.001
2518 17TH 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):
OVERGROWN PROPERTY, IPMC 302.4
WEEDS, VINES, TREE OR LIMBS
TRASH & DEBRIS, IPMC 308.1
IMPROPER RESIDENTIAL PARKING
CLUTTER, IPMC 302.19
Required Corrective & Remedial Action(s):
CUT & CLEAN THE PROPERTY
REMOVE WEEDS, VINES, LIMBS, TR
REMOVE/HAUL OFF TRASH & DEBRIS
PARK IN APPROVED LOCATION
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 of fine in the amount of $250.00 for each violation thereof and the City may further seek any other and 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 Cottrell
City of Gulfport Code Official
Case Number: 11171
Jun 16, 2023 at 9:59 AM

Jun 16, 2023 at 9:57 AM

Jun 16, 2023 at 9:57 AM

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 12, 2023

SHORT ERIC OWEN
1144 GLENDALE PL
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: 1010B-02-004.004
1144 GLENDALE PL

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

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
BOAT PARKING SEC. IV (3)(b)		REMOVE/RELOCATE BOAT
UTILITY TLR PKG, IPMC 302.10.3		REMOVE/RELOCATE UTL TRAILER

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.

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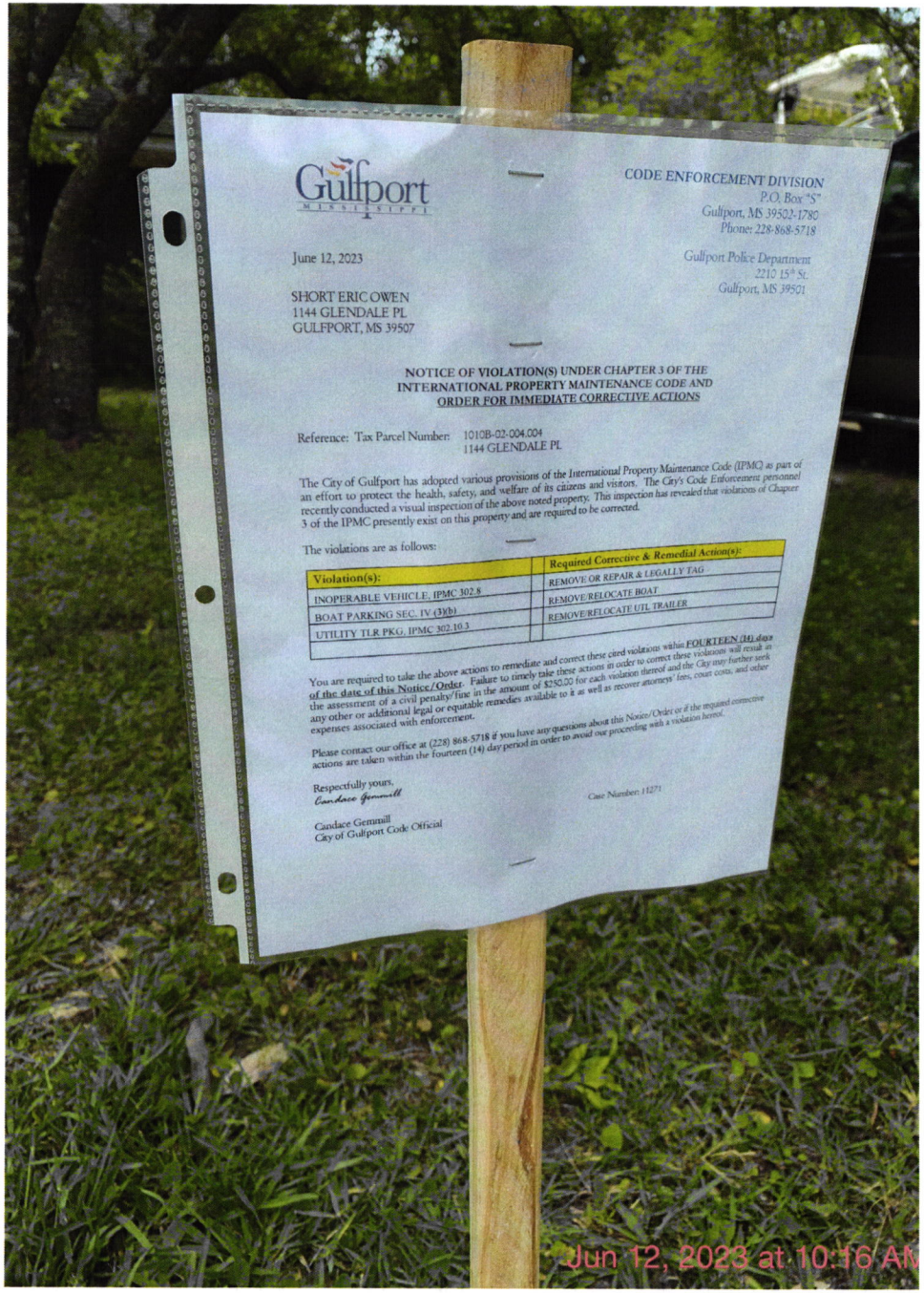
Respectfully yours,
Candace Gemmill

Candace Gemmill
City of Gulfport Code Official

Case Number: 11271

Jun 12, 2023 at 10:16 AM


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
June 12, 2023
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
SHORT ERIC OWEN
1144 GLENDALE PL
GULFPORT, MS 39507
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Candace Gemmill
Case Number: 11271
Candace Gemmill
City of Gulfport Code Official
Jun 12, 2023 at 10:16 AM

Jun 12, 2023 at 10:16 AM

Jun 12, 2023 at 10:15 AM

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 12, 2023

TURAN MICHAEL & COURTNEY
11047 E DOGWOOD DR
GULFPORT, MS 39502

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

Reference: Tax Parcel Number: 1008K-02-057.000
11047 EAST DOGWOOD 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):
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS

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

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

Respectfully yours,
Jeremy Perry

Jeremy Perry
City of Gulfport Code Official

Case Number: 11308

Jun 12, 2023

Gulfport
June 12, 2023
TURAN MICHAEL & COURTNEY
11047 E DOGWOOD DR
GULFPORT, MS 39503
NOTICE OF VIOLATION(S) UNDER CHAPTER
INTERNATIONAL PROPERTY MAINTENANCE
ORDER FOR IMMEDIATE CORRECTIVE
Reference: Tax Parcel Number:
11047 EAST DOGWOOD DR
Violation(s):
INOPERABLE VEHICLE. IPMC 302.8
CLUTTER. IPMC 302.10
Respectfully yours,
Jeremy Berry
City of Gulfport Code Official
Jun 12, 2023

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 12, 2023

TILLINGHAST RENA OLIVIA
1035 OCEAN VIEW 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: 1011D-01-010.000
1035 OCEAN VIEW 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

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: 11323

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 12, 2023

TILLINGHAST RENA OLIVIA
20589 SCARBOROUGH RD
SAUCIER, MS 39574

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

Reference: Tax Parcel Number: 1011D-01-010.000
1035 OCEAN VIEW 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

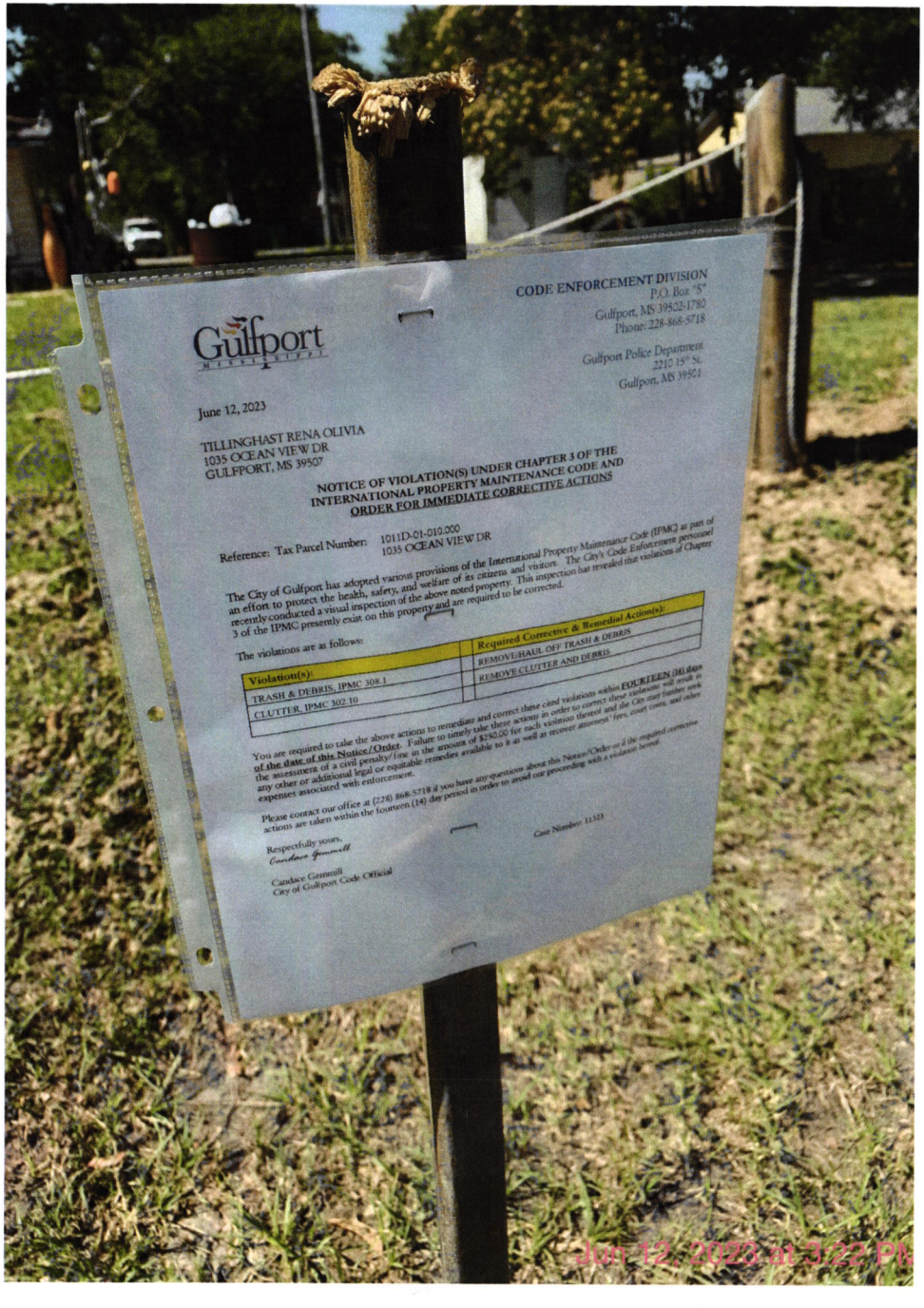
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 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: 11323


Gulfport
MISSISSIPPI
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 12, 2023
TILLINGHAST RENA OLIVIA
1035 OCEAN VIEW 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: 1011D-01-010.000
1035 OCEAN VIEW 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
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.
Case Number: 11323
Respectfully yours,
Candace Gemmill
Candace Gemmill
City of Gulfport Code Official
Jun 12, 2023 at 3:22 PM

1
Jun 12, 2023 at 3:22 PM

Jun 12, 2023 at 10:29 AM

Jun 12, 2023 at 10:28 AM

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 9, 2023

MARK IV REALTY CORPORATION
11387 GOULD RD APT #1
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: 1008K-03-008.000
11387 GOULD RD

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

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS
UTILITY TLR PKG, IPMC 302.10.3		REMOVE/RELOCATE UTL TRAILER
APPLIANCE(S) OUTSIDE OF BLDG		REMOVE/DISCARD USED APPLIANCES

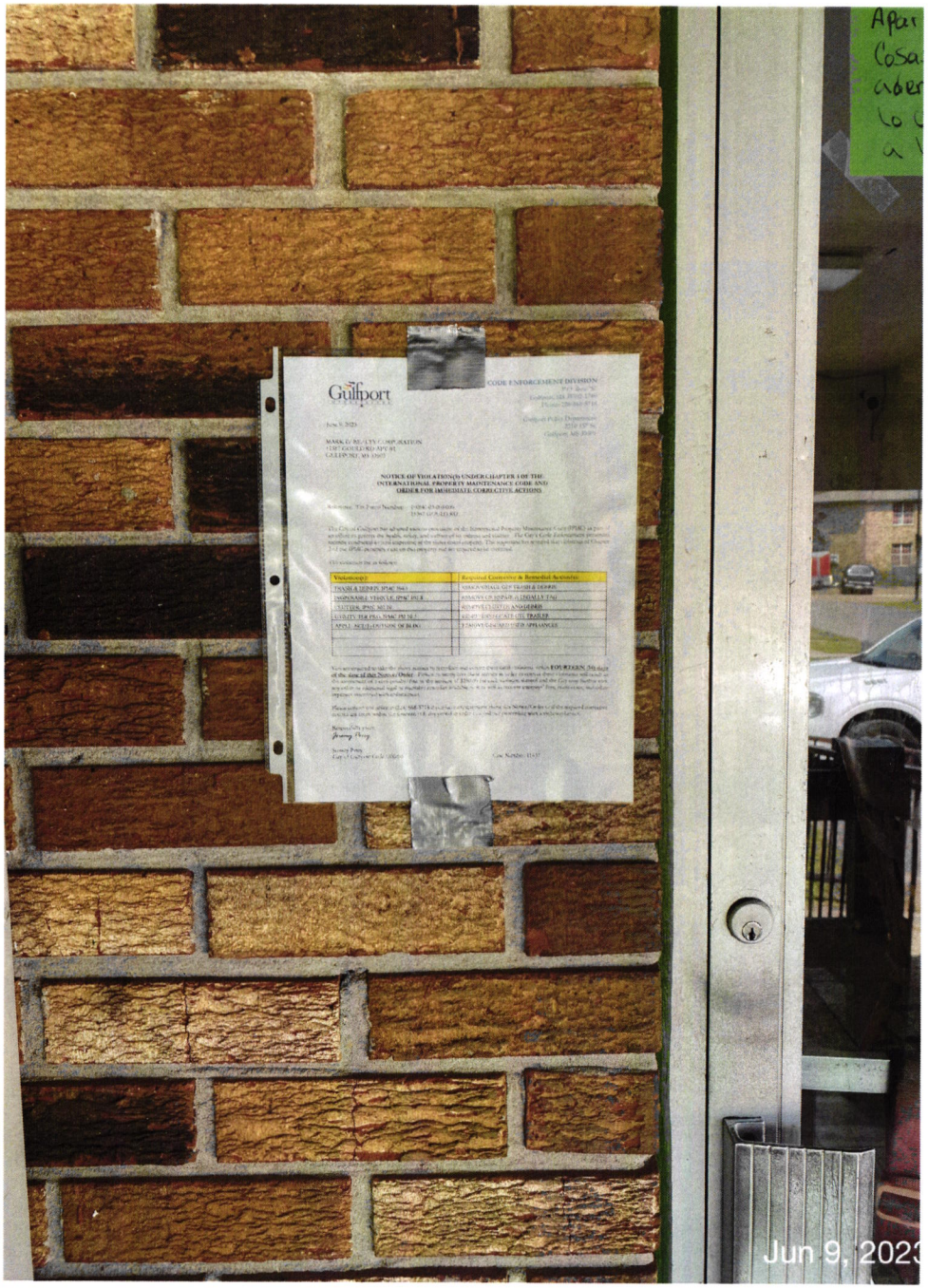
You are required to take the above actions to remediate and correct these cited violations within **FOURTEEN (14) days of the date of this Notice/Order**. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 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.

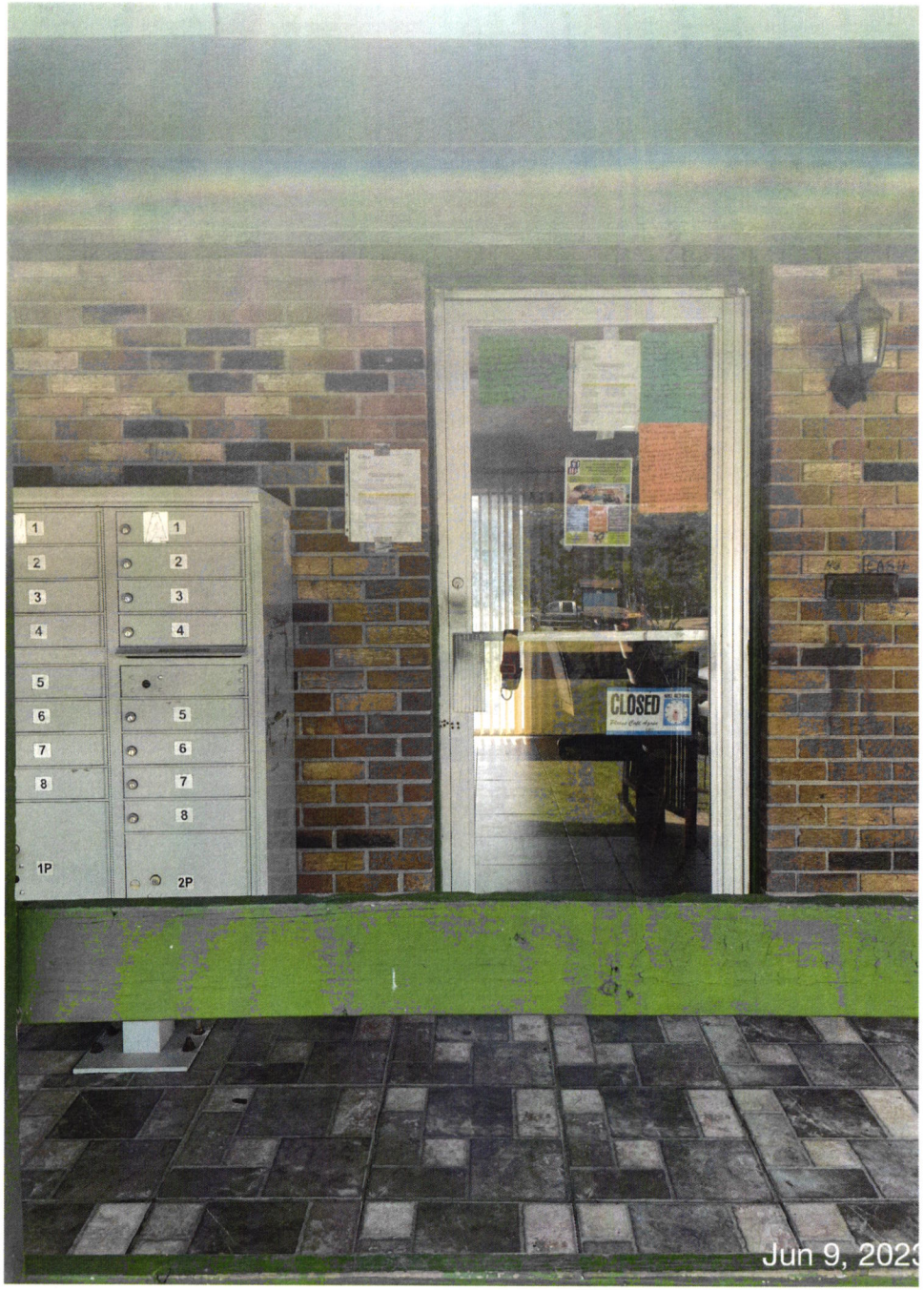
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Jeremy Perry

Jeremy Perry
City of Gulfport Code Official

Case Number: 11437


Gulfport
CODE ENFORCEMENT DIVISION
NOTICE OF VIOLATION(S) UNDER CHAPTER 1 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND ORDER FOR IMMEDIATE CORRECTIVE ACTIONS
Violation(s)
Required Corrective & Remedial Action(s):
TRASH & DEBRIS: IPMC 304.1
REMOVE/DISPOSE OF TRASH & DEBRIS
UNSIGHTLY VEHICLE: IPMC 302.8
REMOVE OR REPAIR & LEGALLY TAG
WATER: IPMC 302.2d
REPAIR LEAK(S) AND/OR
SANITARY FACILITIES: IPMC 502.1
REMOVE FROM SITE OR TRAILER
APPLIANCES: DIVISION OF BLDG
REMOVE OR REPAIR APPLIANCES
Jun 9, 2023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1P
2P
CLOSED
Jun 9, 2023

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 8, 2023

BUSSOLATI PAUL & HELVESTON STANLEY
30TH 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: 0811E-02-008.000
30TH AVE

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

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
VEHICLE ON VACANT LOT		REMOVE VEHICLE
FENCE VIOLATION, IPMC 304.2		REPAIR, MAINTENANCE OR REMOVE
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION
UTILITY TLR PKG, IPMC 302.10.3		REMOVE/RELOCATE UTL TRAILER
IMPROPER STORAGE, SEC IV (3)		REMOVE/RELOCATE

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

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

Respectfully yours,
Tyler Wales

Tyler Wales
City of Gulfport Code Official

Case Number: 11459

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 8, 2023

BUSSOLATI PAUL & HELVESTON STANLEY
1804 30TH 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: 0811E-02-008.000
30TH AVE

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

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
VEHICLE ON VACANT LOT		REMOVE VEHICLE
FENCE VIOLATION, IPMC 304.2		REPAIR, MAINTENANCE OR REMOVE
IMPROPER RESIDENTIAL PARKING		PARK IN APPROVED LOCATION
UTILITY TLR PKG, IPMC 302.10.3		REMOVE/RELOCATE UTL TRAILER
IMPROPER STORAGE, SEC IV (3)		REMOVE/RELOCATE

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

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

Respectfully yours,
Tyler Wales

Tyler Wales
City of Gulfport Code Official

Case Number: 11459

Gulfport
Tyler Wilkes
Gulfport
Jun 8, 2023 at 4:06 PM

Jun 8, 2023 at 4:06 PM

Jun 8, 2023 at 8:07 AM

LONE STAR
SWEET
Jun 8, 2023 at 8:14 AM

Jun 8, 2023 at 8:14 AM

Jun 8, 2023 at 8:08 AM

Jun 8, 2023 at 8:08 AM

Jun 8, 2023 at 8:08 AM

Jun 8, 2023 at 8:07 AM

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 8, 2023

BUSSOLATI PAUL & HELVESTON STANLEY
1804 30TH 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: 0811E-02-009.000
1804 30TH AVE

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

The violations are as follows:

Violation(s):		Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4		CUT & CLEAN THE PROPERTY
WEEDS,VINES, TREE OR LIMBS		REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1		REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8		REMOVE OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1		MAKE NECESSARY REPAIRS
UNSANITARY CONDITION, IPMC 302		CORRECT UNSANITARY CONDITION
CLUTTER, IPMC 302.10		REMOVE CLUTTER AND DEBRIS
BROKEN WINDOWS IPMC 301.13		REPAIR/REPLACE BROKEN WINDOW

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

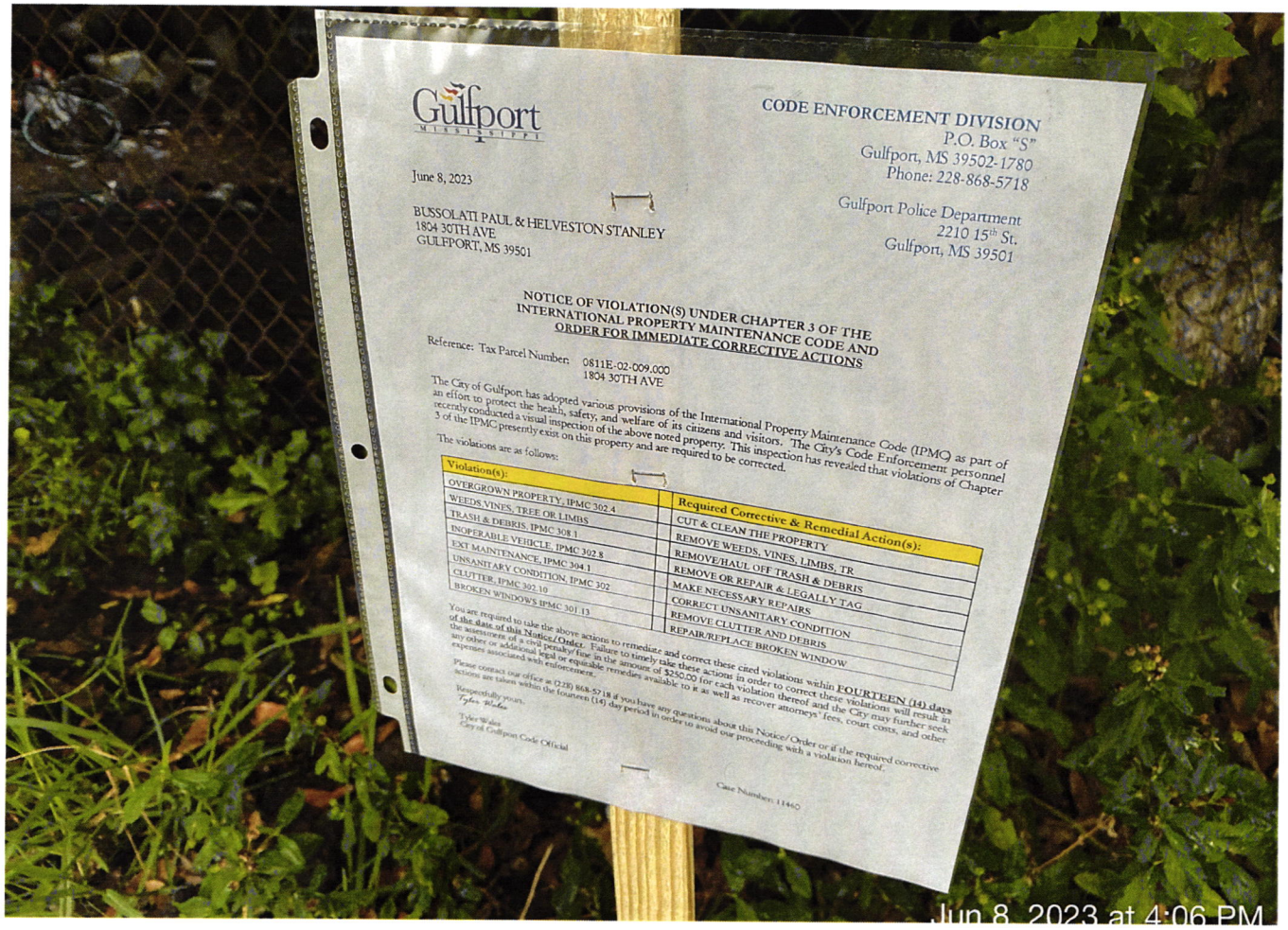
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.

Respectfully yours,
Tyler Wales

Tyler Wales
City of Gulfport Code Official

Case Number: 11460

Jun 8, 2023 at 4:06 PM


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
June 8, 2023
BUSSOLATI PAUL & HELVESTON STANLEY
1804 30TH AVE
GULFPORT, MS 39501
Gulfport Police Department
2210 15th St.
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: 0811E-02-009.000
1804 30TH AVE
The City of Gulfport has adopted various provisions of the International Property Maintenance Code (IPMC) as part of an effort to protect the health, safety, and welfare of its citizens and visitors. The City's Code Enforcement personnel recently conducted a visual inspection of the above noted property. This inspection has revealed that violations of Chapter 3 of the IPMC presently exist on this property and are required to be corrected.
The violations are as follows:
Violation(s):
Required Corrective & Remedial Action(s):
OVERGROWN PROPERTY, IPMC 302.4
CUT & CLEAN THE PROPERTY
WEEDS VINES, TREE OR LIMBS
REMOVE WEEDS, VINES, LIMBS, TR
TRASH & DEBRIS, IPMC 308.1
REMOVE/HAUL OFF TRASH & DEBRIS
INOPERABLE VEHICLE, IPMC 302.8
MAKE NECESSARY REPAIRS OR REPAIR & LEGALLY TAG
EXT MAINTENANCE, IPMC 304.1
CORRECT UNSANITARY CONDITION
UNSANITARY CONDITION, IPMC 308
REMOVE CLUTTER AND DEBRIS
CLUTTER, IPMC 302.10
REPAIR/REPLACE BROKEN WINDOW
BROKEN WINDOWS IPMC 301.13
You are required to take the above actions to remediate and correct these cited violations within FOURTEEN (14) days of the date of this Notice/Order. Failure to timely take these actions in order to correct these violations will result in the assessment of a civil penalty/fine in the amount of $250.00 for each violation thereof and the City may further seek any other or additional legal or equitable remedies available to it as well as recover attorneys' fees, court costs, and other expenses associated with enforcement.
Please contact our office at (228) 868-5718 if you have any questions about this Notice/Order or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a violation hereof.
Respectfully yours,
Tyler Wales
City of Gulfport Code Official
Case Number: 11460
Jun 8, 2023 at 4:06 PM

Jun 8, 2023 at 8:15 AM

Jun 8, 2023 at 8:15 AM

Jun 8, 2023 at 8:14 AM

Jun 8, 2023 at 8:14 AM

DO IT
RIGHT
Jun 8, 2023 at 8:20 AM

Jun 8, 2023 at 8:16 AM

Jun 8, 2023 at 8:16 AM

Jun 8, 2023 at 8:16 AM

Jun 8, 2023 at 8:15 AM

K98 6572
Jun 8, 2023 at 8:15 AM

Jun 8, 2023 at 8:15 AM

Jun 8, 2023 at 8:15 AM

Jun 8, 2023 at 8:15 AM

Jun 8, 2023 at 8:15 AM

MEMORANDUM – CITY OF GULFPORT

Date: **JUNE 21, 2023**

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

From: **Police Department**
Code Enforcement Division

Subject: **7-Day Notice(s) to be made part of the minutes.**

RE: **7-Day Notice(s) Of Certain Property Within The City Of Gulfport per Mississippi Code §21-19-11(2) For The Said Properties Being Described:**

Parcel 1: 1010E-02-014.002. Lot 2 Monet Survey Replat Of Lots 1. Property Located At 1110 West Pine St. For Violation Of Remove/Haul Off Trash & Debris. Cuevas Heath Case: 11363

Parcel 2: 0911D-06-062.000. E 50 Ft Of Lots 19-22 Inc Blk 6 Garys East Side Add. Property Located At 918 25th St. For Violation Of Remove Prohibited Items. Chaffin Ernie Case: 11466

Parcel 3: 0711G-05-006.002. Lot 7 & N 15 Ft Of Lot 8 Blk 6 Jonestown Mccaughan Add Subd. Property Located At 2019 47th Ave. For Violation Of Remove Prohibited Items. Tolar Terry & Eilermann Janet Case: 11534

Parcel 4: 0711G-05-007.000. Lots 11 & 12 Blk 6 Jonestown Mccaughan Add. Property Located At 2001 47th Ave. For Violation Of Remove Prohibited Items,. Garcia Jesus Etal Case: 11536

Parcel 5: 0711G-04-075.000. Lot 16 & 17 Blk 5 Jonestown Mccaughan Add Sec 5-8-11. Property Located At 2004 47th Ave. For Violation Of Remove Prohibited Items. Leonard Melvin Jr Case: 11538

Parcel 6: 0711I-03-023.001. E 50 Ft Of Lots 25 & 26 Blk 21 West Side Add. Property Located At 3811 10th St. For Violation Of Remove Prohibited Items. Luu Toan Bao & Thoaminh Sera Case: 11543

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

6/19/2023

VIA REGULAR U. S. MAIL

CUEVAS HEATH
323 E SECOND ST
LONG BEACH, MS 39560

NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBILC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY

Re: 1110 WEST PINE ST

Dear CUEVAS HEATH:

This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 1110 WEST PINE ST, Gulfport, MS has been determined by me to be in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to $250.00) plus administrative costs of the City up to $50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.

In order to avoid these actions being taken against you, you must have the property properly cleaned (so that it no longer is in a state of uncleanliness as to be a menace to the public health, safety and welfare of the community) and have this completed **within seven (7) days of the date of this letter**. On or after the eighth (8th) day following the date of this letter, the City will commence efforts to have it cleaned and will then pursue assessment and recovery of costs and monies against you and the property as set out above or as otherwise permitted under law. The City may additionally pursue other actions or efforts against you and/or the property, which could include, without limitation, other assessments, penalties, damages, and relief under civil, criminal, and/or administrative laws or regulations.

If you have any questions concerning this Notice or its contents, please immediately contact Candace Gemmill at (228) 868-5718.

Sincerely,

Candace Gemmill

Code Enforcement Officer

cc: (1) City Council Clerk (for recordation in the Minutes of the City's Governing Authority)
(2) City Hall Lobby Code Enforcement Postings (for posting)
(3) Subject Property at 1110 WEST PINE ST (for posting)
(4) City Attorney's Office

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

6/19/2023

VIA REGULAR U. S. MAIL

CUEVAS HEATH
1110 WEST PINE ST
GULFPORT, MS 39507

NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBILC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY

Re: 1110 WEST PINE ST

Dear CUEVAS HEATH:

This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 1110 WEST PINE ST, Gulfport, MS has been determined by me to be in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to $250.00) plus administrative costs of the City up to $50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.

In order to avoid these actions being taken against you, you must have the property properly cleaned (so that it no longer is in a state of uncleanliness as to be a menace to the public health, safety and welfare of the community) and have this completed **within seven (7) days of the date of this letter**. On or after the eighth (8th) day following the date of this letter, the City will commence efforts to have it cleaned and will then pursue assessment and recovery of costs and monies against you and the property as set out above or as otherwise permitted under law. The City may additionally pursue other actions or efforts against you and/or the property, which could include, without limitation, other assessments, penalties, damages, and relief under civil, criminal, and/or administrative laws or regulations.

If you have any questions concerning this Notice or its contents, please immediately contact Candace Gemmill at (228) 868-5718.

Sincerely,

Candace Gemmill

Code Enforcement Officer

cc: (1) City Council Clerk (for recordation in the Minutes of the City's Governing Authority)
(2) City Hall Lobby Code Enforcement Postings (for posting)
(3) Subject Property at 1110 WEST PINE ST (for posting)
(4) City Attorney's Office

Jun 19, 2023 at 10:32 AM

Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
6/19/2023
VIA REGULAR U. S. MAIL
CUEVAS HEATH
323 E SECOND ST
LONG BEACH, MS 39560
NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBILC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY
Re: 1110 WEST PINE ST
Dear CUEVAS HEATH:
This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 1110 WEST PINE ST, Gulfport, MS has been determined by me to be in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to $250.00) plus administrative costs of the City up to $50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.
In order to avoid these actions being taken against you, you must have the property properly cleaned (so that it no longer is in a state of uncleanliness as to be a menace to the public health, safety and welfare of the community) and have this completed within SEVEN (7) days of the date of this letter. On or after the eighth (8th) day following the date of this letter, the City will commence efforts to have it cleaned and will then pursue assessment and recovery of costs and monies against you and the property as set our above or as otherwise permitted under law. The City may additionally pursue other actions or efforts against you and/or the property, which could include, without limitation, other assessments, penalties, damages, and relief under civil, criminal, and/or administrative laws or regulations.
If you have any questions concerning this Notice or its contents, please immediately contact Candace Gemmill at (228) 868-5718.
Sincerely,
Candace Gemmill
Code Enforcement Officer
cc: (1) City Council Clerk (for recordation in the Minutes of the City's Governing Authority)
(2) City Hall Lobby, Code Enforcement Postings (for posting)
(3) Subject Property at 1110 WEST PINE ST (for posting)
(4) City Attorney's Office
Jun 19, 2023 at 10:31 AM

Jun 19, 2023 at 10:30 AM

A
B
1120
Jun 19, 2023 at 10:30 AM

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

6/9/2023

VIA REGULAR U. S. MAIL

CHAFFIN ERNIE
918 25TH ST
GULFPORT, MS 39501

NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBILC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY

Re: 918 25TH ST

Dear CHAFFIN ERNIE:

This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 918 25TH ST, Gulfport, MS has been determined by me to be in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to $250.00) plus administrative costs of the City up to $50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.

In order to avoid these actions being taken against you, you must have the property properly cleaned (so that it no longer is in a state of uncleanliness as to be a menace to the public health, safety and welfare of the community) and have this completed **within seven (7) days of the date of this letter**. On or after the eighth (8th) day following the date of this letter, the City will commence efforts to have it cleaned and will then pursue assessment and recovery of costs and monies against you and the property as set out above or as otherwise permitted under law. The City may additionally pursue other actions or efforts against you and/or the property, which could include, without limitation, other assessments, penalties, damages, and relief under civil, criminal, and/or administrative laws or regulations.

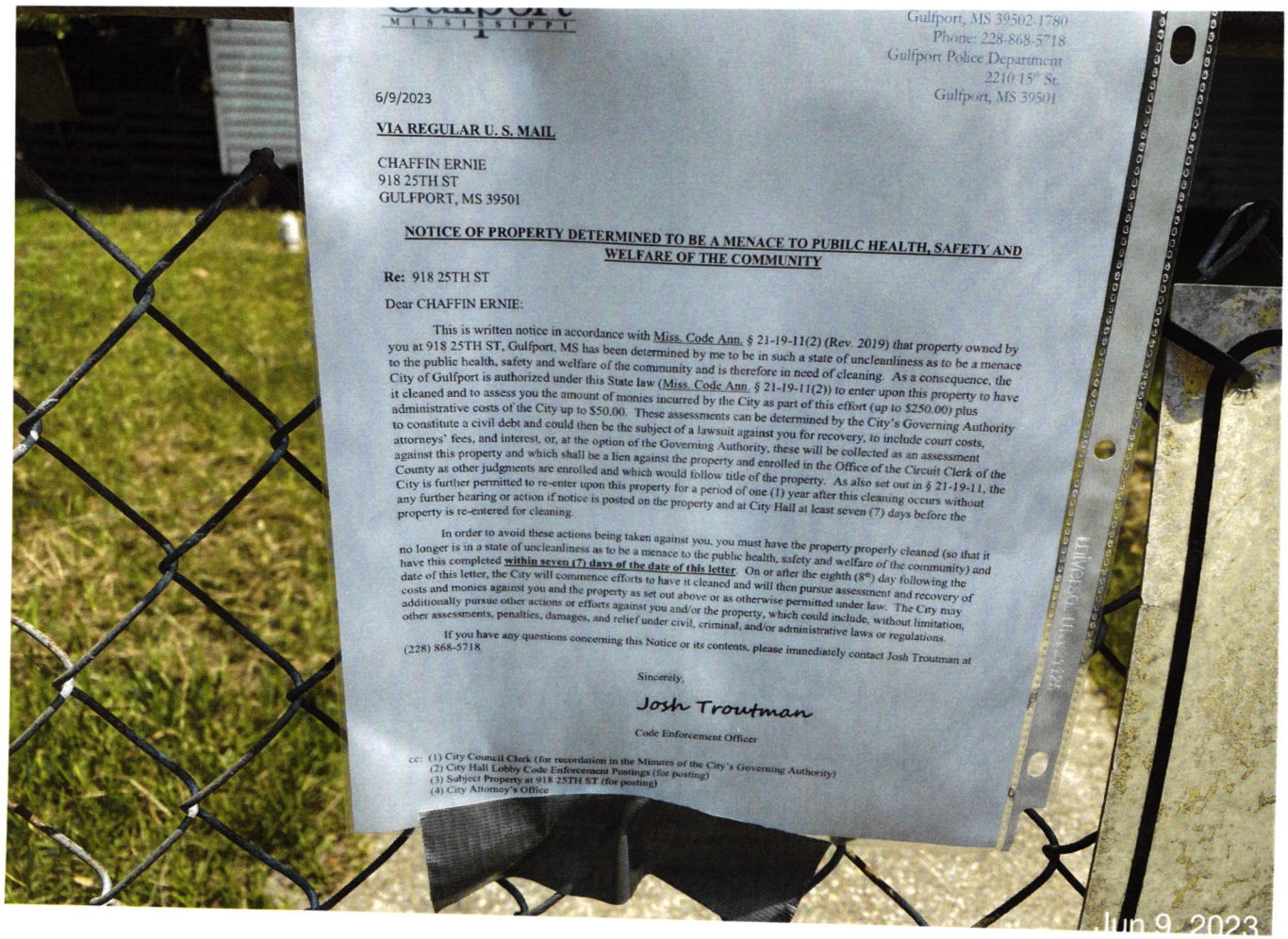
If you have any questions concerning this Notice or its contents, please immediately contact Josh Troutman at (228) 868-5718.

Sincerely,

Josh Troutman

Code Enforcement Officer

cc: (1) City Council Clerk (for recordation in the Minutes of the City's Governing Authority)
(2) City Hall Lobby Code Enforcement Postings (for posting)
(3) Subject Property at 918 25TH ST (for posting)
(4) City Attorney's Office



Gulfport
MISSISSIPPI

Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501

6/9/2023

VIA REGULAR U. S. MAIL

CHAFFIN ERNIE
918 25TH ST
GULFPORT, MS 39501

NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBILC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY

Re: 918 25TH ST

Dear CHAFFIN ERNIE:

This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 918 25TH ST, Gulfport, MS has been determined by me to be in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to $250.00) plus administrative costs of the City up to $50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.

In order to avoid these actions being taken against you, you must have the property properly cleaned (so that it no longer is in a state of uncleanliness as to be a menace to the public health, safety and welfare of the community) and have this completed **within seven (7) days of the date of this letter**. On or after the eighth (8th) day following the date of this letter, the City will commence efforts to have it cleaned and will then pursue assessment and recovery of costs and monies against you and the property as set out above or as otherwise permitted under law. The City may additionally pursue other actions or efforts against you and/or the property, which could include, without limitation, other assessments, penalties, damages, and relief under civil, criminal, and/or administrative laws or regulations.

If you have any questions concerning this Notice or its contents, please immediately contact Josh Troutman at (228) 868-5718.

Sincerely,

Josh Troutman

Code Enforcement Officer

cc: (1) City Council Clerk (for recordation in the Minutes of the City's Governing Authority)
(2) City Hall Lobby Code Enforcement Postings (for posting)
(3) Subject Property at 918 25TH ST (for posting)
(4) City Attorney's Office

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

6/19/2023

VIA REGULAR U. S. MAIL

TOLAR TERRY & EILERMANN JANET
2019 47TH AVE
GULFPORT, MS 39501

NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBILC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY

Re: 2019 47TH AVE

Dear TOLAR TERRY & EILERMANN JANET:

This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 2019 47TH AVE, Gulfport, MS has been determined by me to be in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to $250.00) plus administrative costs of the City up to $50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.

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If you have any questions concerning this Notice or its contents, please immediately contact Tyler Wales at (228) 868-5718.

Sincerely,

Tyler Wales

Code Enforcement Officer

cc: (1) City Council Clerk (for recordation in the Minutes of the City's Governing Authority)
(2) City Hall Lobby Code Enforcement Postings (for posting)
(3) Subject Property at 2019 47TH AVE (for posting)
(4) City Attorney's Office

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

6/19/2023

VIA REGULAR U. S. MAIL

TOLAR TERRY & EILERMANN JANET
2620 RUE PALAFOX
BILOXI, MS 39531

NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBILC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY

Re: 2019 47TH AVE

Dear TOLAR TERRY & EILERMANN JANET:

This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 2019 47TH AVE, Gulfport, MS has been determined by me to be in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to $250.00) plus administrative costs of the City up to $50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.

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If you have any questions concerning this Notice or its contents, please immediately contact Tyler Wales at (228) 868-5718.

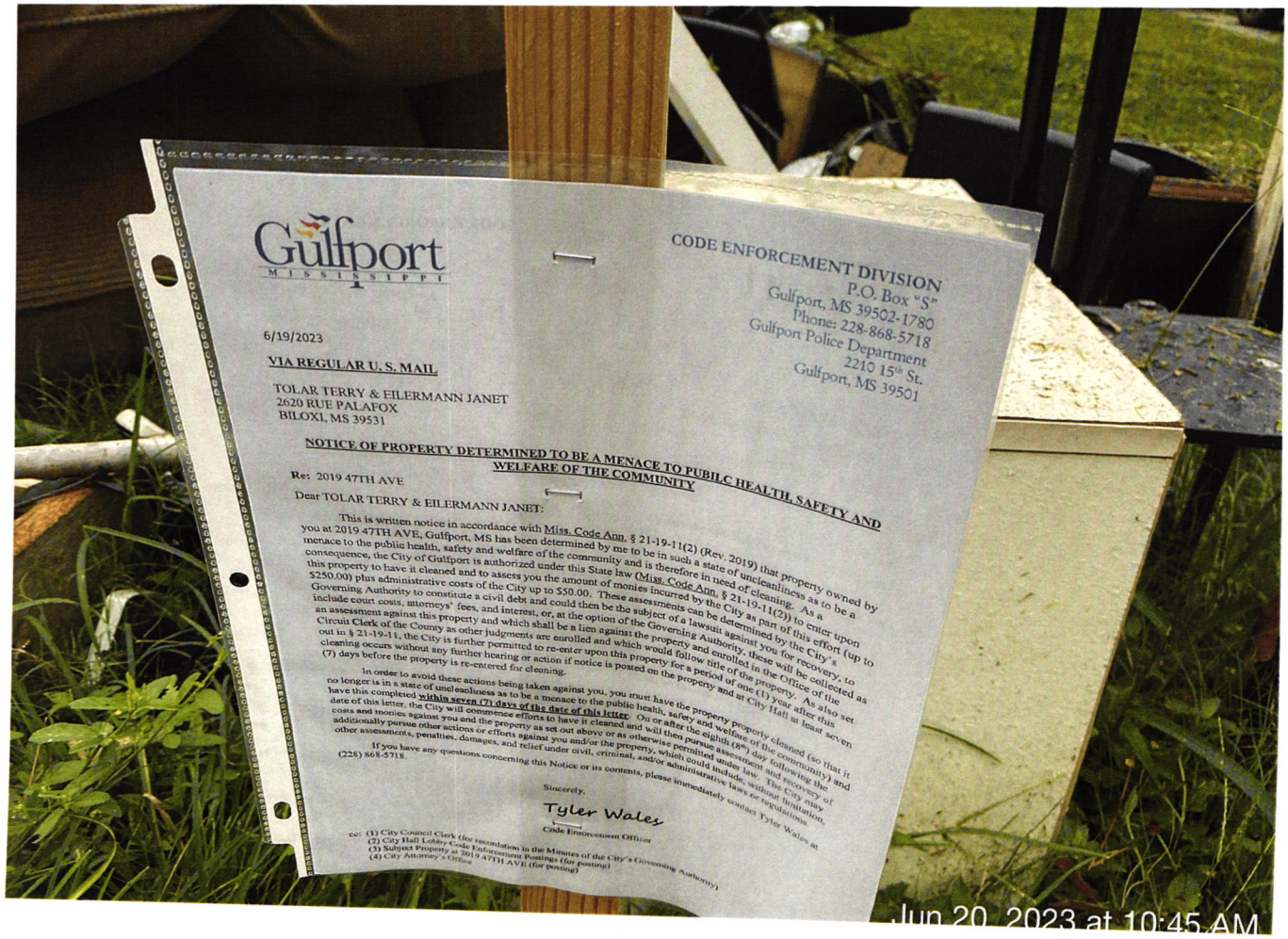
Sincerely,

Tyler Wales

Code Enforcement Officer

cc: (1) City Council Clerk (for recordation in the Minutes of the City's Governing Authority)
(2) City Hall Lobby Code Enforcement Postings (for posting)
(3) Subject Property at 2019 47TH AVE (for posting)
(4) City Attorney's Office

Jun 20, 2023 at 10:45 AM


Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
6/19/2023
VIA REGULAR U. S. MAIL
TOLAR TERRY & EILERMANN JANET
2620 RUE PALAFOX
BILOXI, MS 39531
NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBILC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY
Re: 2019 47TH AVE
Dear TOLAR TERRY & EILERMANN JANET:
This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 2019 47TH AVE, Gulfport, MS has been determined by me to be in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to $250.00) plus administrative costs of the City up to $50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall as least seven (7) days before the property is re-entered for cleaning.
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If you have any questions concerning this Notice or its contents, please immediately contact Tyler Wales at (228) 868-5718.
Sincerely,
Tyler Wales
Code Enforcement Officer
cc: (1) City Council Clerk (for recordation in the Minutes of the City's Governing Authority)
(2) City Hall Lobby Code Enforcement Postings (for posting)
(3) Subject Property at 2019 47TH AVE (for posting)
(4) City Attorney's Office
Jun 20, 2023 at 10:45 AM

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

6/19/2023

VIA REGULAR U. S. MAIL

GARCIA JESUS ETAL
2001 47TH AVE
GULFPORT, MS 39501

NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBILC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY

Re: 2001 47TH AVE

Dear GARCIA JESUS ETAL:

This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 2001 47TH AVE, Gulfport, MS has been determined by me to be in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to $250.00) plus administrative costs of the City up to $50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.

In order to avoid these actions being taken against you, you must have the property properly cleaned (so that it no longer is in a state of uncleanliness as to be a menace to the public health, safety and welfare of the community) and have this completed **within seven (7) days of the date of this letter**. On or after the eighth (8th) day following the date of this letter, the City will commence efforts to have it cleaned and will then pursue assessment and recovery of costs and monies against you and the property as set out above or as otherwise permitted under law. The City may additionally pursue other actions or efforts against you and/or the property, which could include, without limitation, other assessments, penalties, damages, and relief under civil, criminal, and/or administrative laws or regulations.

If you have any questions concerning this Notice or its contents, please immediately contact Tyler Wales at (228) 868-5718.

Sincerely,

Tyler Wales

Code Enforcement Officer

cc: (1) City Council Clerk (for recordation in the Minutes of the City's Governing Authority)
(2) City Hall Lobby Code Enforcement Postings (for posting)
(3) Subject Property at 2001 47TH AVE (for posting)
(4) City Attorney's Office

Gulfport
MISSISSIPPI
CODE ENFORCEMENT DIVISION
P.O. Box "S"
Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
6/19/2023
VIA REGULAR U. S. MAIL
GARCIA JESUS ETAL
2001 47TH AVE
GULFPORT, MS 39501
NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY
Re: 2001 47TH AVE
Dear GARCIA JESUS ETAL:
This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 2001 47TH AVE, Gulfport, MS has been determined by me to be in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to $250.00) plus administrative costs of the City up to $50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.
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If you have any questions concerning this Notice or its contents, please immediately contact Tyler Wales at (228) 868-5718.
Sincerely,
Tyler Wales
Code Enforcement Officer
cc: (1) City Council Clerk (for recordation in the Minutes of the City's Governing Authority)
(2) City Hall Lobby (Code Enforcement Postings (for posting)
(3) Code Enforcement Officer (4) 2001 47/31 AVE (for posting)
(4) City Attorney's Office
Jun 20, 2023 at 10:46 AM

Jun 20, 2023 at 10:46 AM

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

6/19/2023

VIA REGULAR U. S. MAIL

LEONARD MELVIN JR
2004 47TH AVE
GULFPORT, MS 39501

NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBILC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY

Re: 2004 47TH AVE

Dear LEONARD MELVIN JR:

This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 2004 47TH AVE, Gulfport, MS has been determined by me to be in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to $250.00) plus administrative costs of the City up to $50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.

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If you have any questions concerning this Notice or its contents, please immediately contact Tyler Wales at (228) 868-5718.

Sincerely,

Tyler Wales

Code Enforcement Officer

cc: (1) City Council Clerk (for recordation in the Minutes of the City's Governing Authority)
(2) City Hall Lobby Code Enforcement Postings (for posting)
(3) Subject Property at 2004 47TH AVE (for posting)
(4) City Attorney's Office

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

6/19/2023

VIA REGULAR U. S. MAIL

LEONARD MELVIN JR
304 LEE ST
BILOXI, MS 39530

NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBILC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY

Re: 2004 47TH AVE

Dear LEONARD MELVIN JR:

This is written notice in accordance with Miss. Code Ann. § 21-19-11(2) (Rev. 2019) that property owned by you at 2004 47TH AVE, Gulfport, MS has been determined by me to be in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and is therefore in need of cleaning. As a consequence, the City of Gulfport is authorized under this State law (Miss. Code Ann. § 21-19-11(2)) to enter upon this property to have it cleaned and to assess you the amount of monies incurred by the City as part of this effort (up to $250.00) plus administrative costs of the City up to $50.00. These assessments can be determined by the City's Governing Authority to constitute a civil debt and could then be the subject of a lawsuit against you for recovery, to include court costs, attorneys' fees, and interest, or, at the option of the Governing Authority, these will be collected as an assessment against this property and which shall be a lien against the property and enrolled in the Office of the Circuit Clerk of the County as other judgments are enrolled and which would follow title of the property. As also set out in § 21-19-11, the City is further permitted to re-enter upon this property for a period of one (1) year after this cleaning occurs without any further hearing or action if notice is posted on the property and at City Hall at least seven (7) days before the property is re-entered for cleaning.

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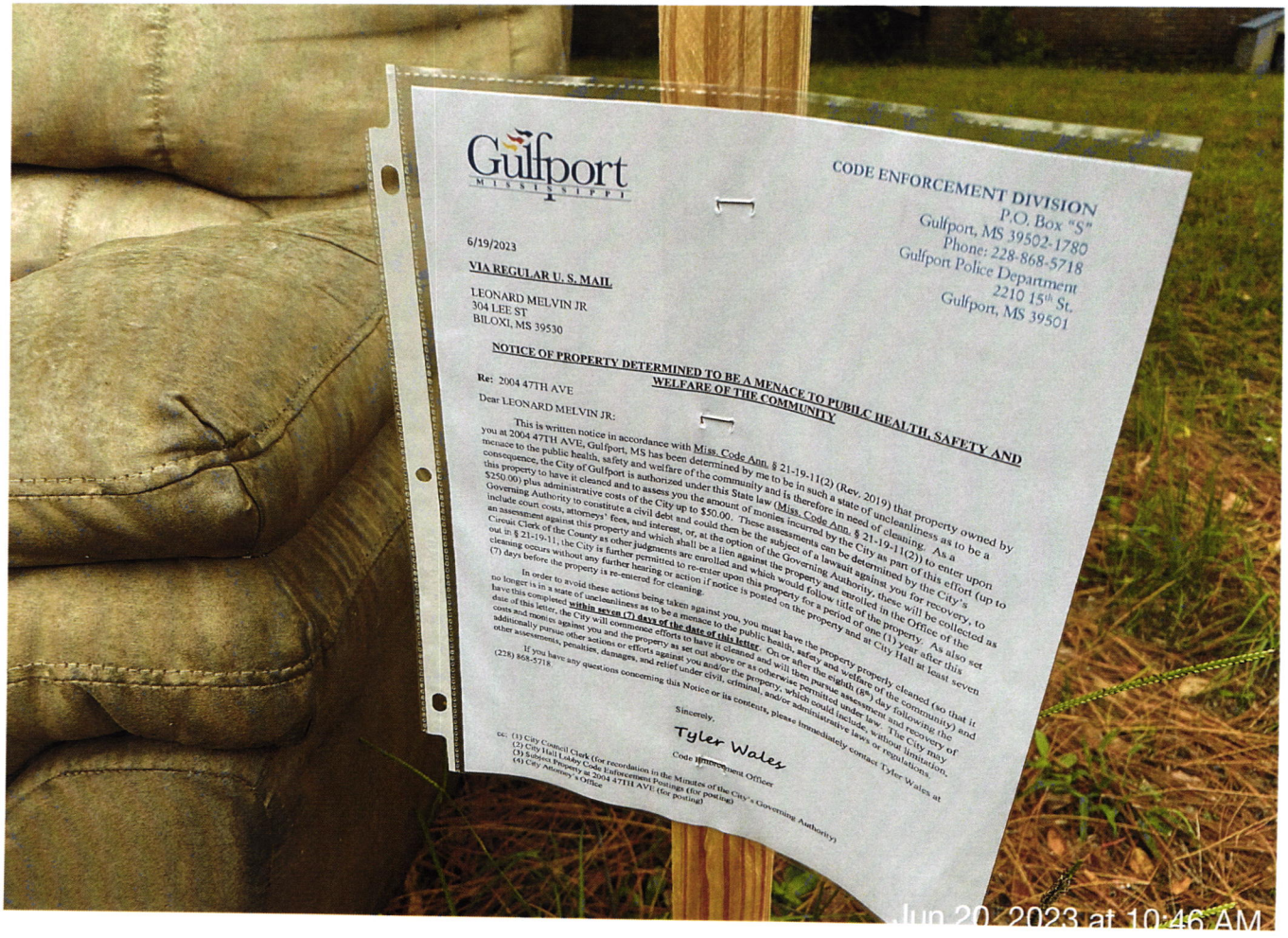
Jun 20, 2023 at 10:46 AM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MISSISSIPPI
CODE ENFORCEMENT DIVISION
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Gulfport, MS 39502-1780
Phone: 228-868-5718
Gulfport Police Department
2210 15th St.
Gulfport, MS 39501
6/19/2023
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Jun 20, 2023 at 10:46 AM

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6/20/2023

VIA REGULAR U. S. MAIL

LUU TOAN BAO & THOAMINH SERA
6617 OLK FORT BAYOU RD
OCEAN SPRINGS, MS 39564

NOTICE OF PROPERTY DETERMINED TO BE A MENACE TO PUBILC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY

Re: 3811 10TH ST

Dear LUU TOAN BAO & THOAMINH SERA:

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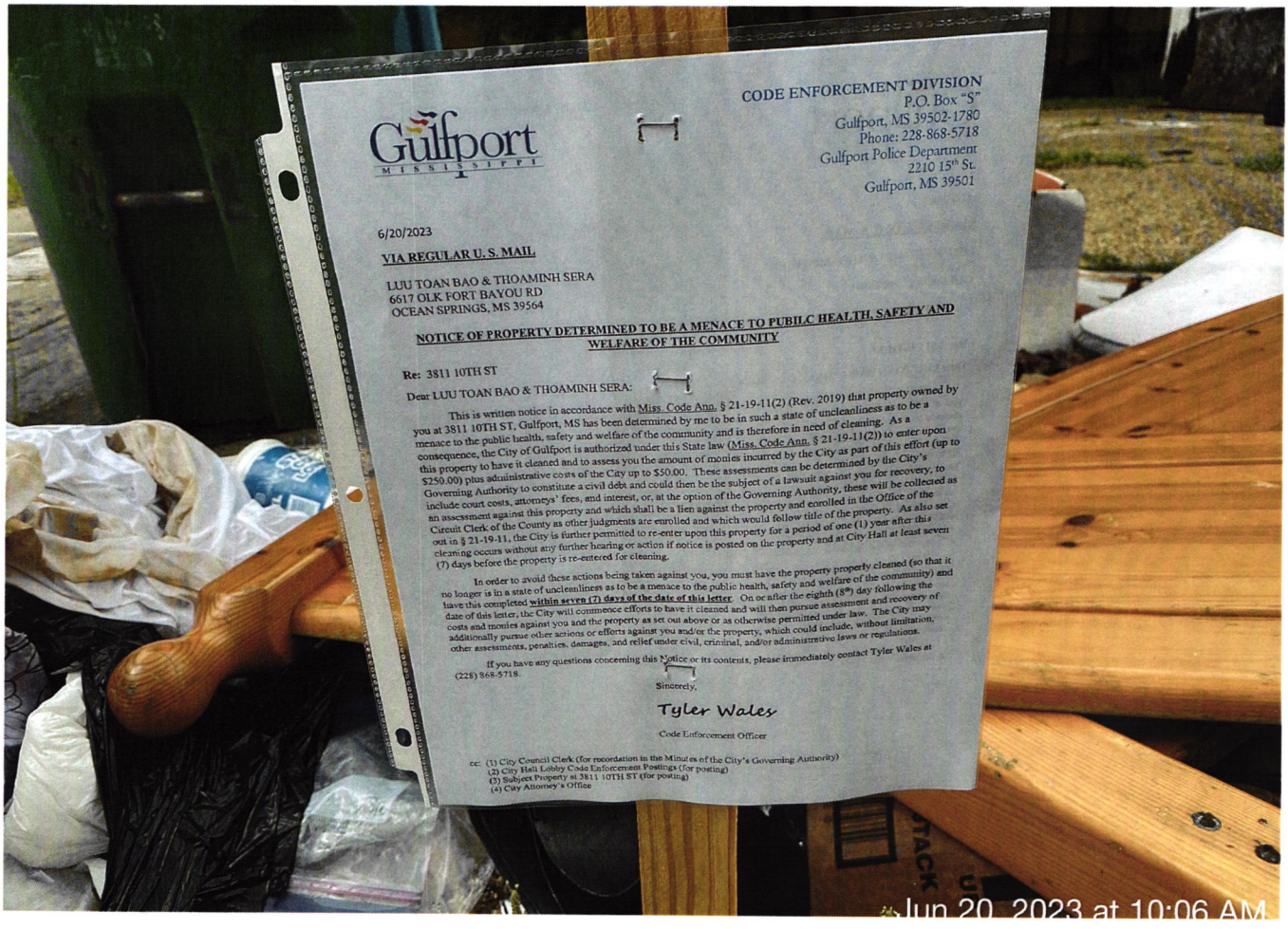
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(2) City Hall Lobby Code Enforcement Postings (for posting)
(3) Subject Property at 3811 10TH ST (for posting)
(4) City Attorney's Office
Jun 20, 2023 at 10:06 AM

Jun 20, 2023 at 10:06 AM

MEMORANDUM – CITY OF GULFPORT

Date: **JUNE 21, 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 5TH Day Of July, 2023, To The City Council:**

WARD 1

Parcel 1: 0711L-02-077.000. S 10 Ft Of Lot 15 & All Lots 16 & 17 Blk 15 Central Beach. 1122 Rich Ave. Remove/Haul Off Trash & Debris, Remove Prohibited Items. Avos Design LLC

Parcel 2: 0711L-02-050.000. Lots 1 To 9 Blk 2 Quiet Shade Add Sec 7-8-11. 5901 17th St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Bring Bldg Up To Code Or Demo. Adkins Velma Greer

Parcel 3: 0811E-02-008.000. Lot 13 Blk. 122 Original Gulfport. 30th Ave. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Remove Vehicle, Repair, Maintenance Or Remove, Correct Unsanitary Condition, Stop Major Repairs Or Dissembl, Remove Or Relocate Recreational Vehicle, Remove Or Relocate Items. Bussolati Paul & Helveston Stanley

WARD 2

Parcel 4: 1010O-02-002.001. Beg At Inter Of N Mar Of Hwy 90 & E Mar Of Southern Cir N 75 Dg E 96.7 Ft Along Hwy N 173.5 Ft W 95.6ft To E Mar Of Southern Circle S 196.5 Ft Along Rd To Pob Part Of Lot 69 La Frederick Survey In Part Of Lot 41 Country Club Estates Of Sec 32-7-10. 1936 Beach Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Pentek Design Build LLC

Parcel 5: 1010M-03-020.000. Beg On E Line Of Walker Prop 150 Ft N Of N Mar Of Twp Rd For Beg N 62.5 Ft S 89 Dg 08 Mn E 100 Ft To W Mar Of Private Rd Known As Milray Ln S 0 Dg 33 Mn E 62.5 Ft N 89 Dg 08 Mn W 100 Ft To Beg Part Of Lots 3 & 4 Day Baker Survey. 217 Milray Ln. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Starnes Pat

Parcel 6: 1011d-03-047.000. Beg At Inter Of N Mar Of Martin Ave & E Mar Of Teagarden Rd Nly Along Teagarden Rd 100 Ft N 74 Dg E 123.4 Ft S 21 Dg E 97 Ft To Martin Ave Swly Along Rd 160 Ft To Pob Part Of Nw1/4 Of Nw1/4 Of Sec 6-8-10. 162 Tegarden Rd. Make Necessary Repairs. Sand Shark LLC

WARD 3

Parcel 7: 0810N-02-025.000. Lots 1 To 3 Blk 12 Standard Land. 2001 30th St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Bring Bldg Up To Code Or Demo. Tyler Mildred -EST-

WARD 5

Parcel 8: 0808O-02-105.000. Lot 118 Bel-Aire Subd 7th Add. 11076 Klein Rd. 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. Murao Romando P

Parcel 9: 0808N-02-007.000. Lot 23 Blk 13 Bel-Aire Subd 6th Add. 113 David St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Clutter And Debris. Thomas Enoch

Parcel 10: 0808N-02-006.000. Lot 24 Blk 13 Bel-Aire Subd 6th Add. David St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Clutter And Debris. Thomas Enoch

Parcel 11: 0908M-01-017.110. Lot 320 Forest North Subd Ph 8 Sec 11-7-11. 11102 Vixen Loop. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Jasbe Properties, LLC

WARD 6

Parcel 12: 0908E-02-032.000. S 62 Ft Lots 25 To 34 Blk 2 Franklin North Highlands Subd. 12104 Three Rivers Rd. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Clutter And Debris. Ludy Jennifer Louise

Parcel 13: 0908E-02-034.000. Lots 35 To 41 Blk 2 Franklin North Highlands Subd Sec 2-7-11. 13496 Letha St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Clutter And Debris. Ludy Jennifer Louise

Parcel 14: 1008L-01-005.000. 5.7 Ac Com At Sw Cor Of Ne1/4 Of Nw1/4 Of Sec 7 S 453.8 Ft S 83 Dg E561.5 Ft To Pob On E Mar Of New Cowan-Lorraine Rd Nely Along Rd 82.6 Ft N 28 Dg E 137.9 Ft N 25 Dg E 738.2 Ft S 64 Dg E 82 Ft N 25 Dg E 122.8 To S Mar Of Fritz Creek Sely Along Creek 935. Lorraine Rd. Remove/Haul Off Trash & Debris, Correct Unsanitary Condition, Cease Dumping & Remove Debris, Remove Or Relocate Furniture. Fulton Yvonne Turner

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 **5TH** day of **July , 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: 0711L-02-077.000. S 10 Ft Of Lot 15 & All Lots 16 & 17 Blk 15 Central Beach. 1122 Rich Ave. Remove/Haul Off Trash & Debris, Remove Prohibited Items. Avos Design LLC

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Parcel 4: 1010O-02-002.001. Beg At Inter Of N Mar Of Hwy 90 & E Mar Of Southern Cir N 75 Dg E 96.7 Ft Along Hwy N 173.5 Ft W 95.6ft To E Mar Of Southern Circle S 196.5 Ft Along Rd To Pob Part Of Lot 69 La Frederick Survey In Part Of Lot 41 Country Club Estates Of Sec 32-7-10. 1936 Beach Dr. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris. Pentek Design Build LLC

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Parcel 12: 0908E-02-032.000. S 62 Ft Lots 25 To 34 Blk 2 Franklin North Highlands Subd. 12104 Three Rivers Rd. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Clutter And Debris. Ludy Jennifer Louise

Parcel 13: 0908E-02-034.000. Lots 35 To 41 Blk 2 Franklin North Highlands Subd Sec 2-7-11. 13496 Letha St. Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Clutter And Debris. Ludy Jennifer Louise

Parcel 14: 1008L-01-005.000. 5.7 Ac Com At Sw Cor Of Ne1/4 Of Nw1/4 Of Sec 7 S 453.8 Ft S 83 Dg E561.5 Ft To Pob On E Mar Of New Cowan-Lorraine Rd Nely Along Rd 82.6 Ft N 28 Dg E 137.9 Ft N 25 Dg E 738.2 Ft S 64 Dg E 82 Ft N 25 Dg E 122.8 To S Mar Of Fritz Creek Sely Along Creek 935. Lorraine Rd. Remove/Haul Off Trash & Debris, Correct Unsanitary Condition, Cease Dumping & Remove Debris, Remove Or Relocate Furniture. Fulton Yvonne Turner

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: July 5, 2023

Re: Order - Florence Gardens Phase 9 - Correction.

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

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

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

Date: June 29, 2023

Re: **Final Plat 2204PC062, by agent Brown, Mitchell, & Alexander, Inc., tax parcels 0908C-01-001.000 & 0908E-01-001.001 Final Plat (Florence Gardens Phase IX) has been approved by the Planning Commission on 4/28/2022 and City Council on 6/7/2022. However, since those approvals a scrivener's error was noticed by the engineer on the signed and recorded Final Plat. The error was an omission on lot numbers 18, 19, and 20 on sheets 2 of 3 and 3 of 3. The lots are on the west side of the platted Alphabet Road and should be numbered sequentially from south to north as 18, 19, and 20 after the numbered lot 17. The scrivener's error has been acknowledged by the Planning and Zoning Department. The error can be corrected with the Chancery Clerk with no further action needed.**

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

Motion: Mr. Hewes

Second: Mr. Jacobs

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

Action: Motion carried unanimously

Speaking for the Petition:
1. Su-Lin Featherston

Speaking against the Petition: None

On May 25, 2023, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for July 5, 2023.

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

APPLICATION FOR FINAL PLAT

For Staff Use Only

Case File #: 2204PC062

Date Received: 3/4/22

Receipt #:

Received By: CL

Zoning: R-1-10 \ R-1-15

Ward: Flood:

Size:

(If necessary, use separate sheet of paper)

Property Information

TAX PARCEL #

0	9	0	8	C	–	0	1	–	0	0	1	.	0	0	0
0	9	0	8	E	–	0	1	–	0	0	1	.	0	0	1
					–			–				.			

Address of Property Involved:

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

General Location: South of Orchard Street; North of Hawk Place; Near Western Property Boundary

GENERAL DESCRIPTION OF REQUEST:

Divide the parcel into 24 lots for the purpose of sale from home development

OWNERSHIP AND CERTIFICATION:

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

OWNER	AGENT
Florence Gardens, LLC	Brown, Mitchell & Alexander, Inc.
Printed Name Of Owner	Printed Name Of Agent
12321 Preservation Drive	131 Rue Magnolia
Mailing Address	Mailing Address
Gulfport MS 39503	Biloxi MS 39503
City State Zip code	City State Zip code
N/A (228) 539-5039 Office	N/A (228) 436-7612 Office
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
N/A	nick@bmaengineers.com
Email	Email
Signature Of Owner	**Signature Of Agent**

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

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

February 21, 2022

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

RE: Authority to Act as Agent – Final Plat Approval
Florence Gardens, Phase 9
(Tax Parcel No(s): 0908E-01-001.001 and 0908C-01-001.000)
Gulfport, Mississippi

To Whom It May Concern:

This is to advise that Florence Gardens, LLC, currently owns property, more specifically located South of Orchard Street; North of Hawk Place, Gulfport, Mississippi (also being tax parcel: 0908E-01-001.001 and 090C-01-001.000).

With this letter, Florence Gardens, LLC, appoints Brown, Mitchell & Alexander, Inc., as its agents for the purpose of obtaining Final Plat approval with the City of Gulfport.

Sincerely,

Florence Gardens, LLC
12321 Preservation Drive
Gulfport, MS 39503
(228) 575-7738

NOTARY PUBLIC

ANNA L. JOHNSON
ID # 124734
NOTARY PUBLIC
STATE OF MISSISSIPPI
Commission Expires
July 19, 2022
HARRISON COUNTY

P:\3405-24 FG Phase 9 (21 lots)\Final Plat\LTR Authority to Act as Agent.docx

February 21, 2022

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

RE: Covenants
Florence Gardens, Phase 9
(Tax Parcel No(s): 0908C-01-001.000 and 0908E-01-001.001)
Gulfport, Mississippi

To Whom It May Concern:

This is to advise that Florence Gardens, LLC, currently owns property, more specifically located West of Florence Gardens Boulevard; South of Orchard Street, Gulfport, Mississippi (also being tax parcel: 0908C-01-001.000 and 0908E-01.001.001).

With this letter, Florence Gardens, LLC, declares that the covenants for the existing Florence Gardens subdivision will apply for this request.

Sincerely,

Florence Gardens, LLC
12321 Preservation Drive
Gulfport, MS 39503
(228) 575-7738

NOTARY PUBLIC

STATE OF MISSISSIPPI
NOTARY PUBLIC
ANNA C. JOHNSON
ID # 123434
Commission Expires
July 19, 2022
HARRISON COUNTY

P:\3405-24 FG Phase 9 (21 lots)\Final Plat\LTR Covenant Declaration.docx

STATE OF MISSISSIPPI

COUNTY OF HARRISON

I, Ryan Goldin, attest that there are no restrictive or prohibitive covenants prohibiting the division of property associated with Tax Parcel # 0908E-01-001.001 or 0908C-01-001.000.

FLORENCE GARDENS, LLC

DATE: 2-22-22

VICE PRESIDENT
TITLE

SWORN TO AND SUBSCRIBED TO ME before this 22 day of Feb, 2022.

NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 120434 ANA L. JOHNSON Commission Expires July 19, 2022 HARRISON COUNTY

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

1st Judicial District
Instrument 2005 13959 D J1
Filed/Recorded 4 4 2005 3 53 P
Total Fees 14.00
5 Pages Recorded

0908C-01-001,000
0908B-01-006,000

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid and other good and valuable consideration, SEAWAY DEVELOPMENT COMPANY, LLC, a Mississippi limited liability company, does hereby sell, convey and warrant unto FLORENCE GARDENS, LLC, a Mississippi limited liability company, the following described real property situated and being located in the First Judicial District, Harrison County, State of Mississippi, as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

This conveyance is made subject to any and all recorded restrictive covenants, easements, rights of way, and oil, gas and mineral reservations of record.

The taxes for the current year are assumed by the Grantee.

WITNESS THE SIGNATURE of the duly authorized member of said company this the 1st day of November, 2004.

SEAWAY DEVELOPMENT COMPANY, LLC

BY: _____
Martin C. Goldin, Member

3405H-09

~~3262-H~~

EXHIBIT A
Page 1

PARCEL I
Being one and the same as that parcel acquired by Warranty Deed from William Russell Love and Amanda Collins Love dated January 22, 1999, and recorded in Deed Book 1439 at Page 11:

A PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL WITH CAP FOUND AT THE NORTHWEST CORNER OF SECTION 1, SAID POINT LYING IN THE CENTERLINE OF O'NEAL ROAD; THENCE ALONG THE WEST LINE OF SAID SECTION 1, S00°24'10"W 25.04' TO AN IRON ROD ON THE SOUTH MARGIN OF O'NEAL ROAD, BEING THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH MARGIN, N89°12'31"E 344.74' TO AN IRON ROD FOUND; THENCE S01°10'15"W 871.18' TO AN IRON ROD FOUND; THENCE S89°08'57"E 149.99' TO AN IRON ROD FOUND; THENCE S01°10'45"W 442.60' TO AN IRON ROD LYING ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1; THENCE ALONG SAID SOUTH LINE, S89°50'03"W 477.00' TO AN IRON ROD AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1; THENCE ALONG THE WEST LINE OF SECTION 1, N00°24'10"E 1312.39' TO THE POINT OF BEGINNING, CONTAINING 11.661 ACRES.

EXHIBIT A
Page 2

PARCEL II

Being one and the same as that parcel acquired by Warranty Deed from Adrian O'Neal, et al, Trustees of the Edon Family Trust, dated September 28, 1998, and recorded in Deed Book 1426 at Page 205:

A PARCEL OF LAND BEING THAT PART OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, LYING SOUTH OF THE SOUTH MARGIN OF O'NEAL ROAD, AND ALSO THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL WITH CAP LOCATED AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, SAID POINT LYING IN THE CENTERLINE OF O'NEAL ROAD; THENCE ALONG THE EAST LINE OF SAID SECTION 2, S00°13'23"W 25.04' TO AN IRON ROD ON THE SOUTH MARGIN OF O'NEAL ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID EAST SECTION LINE, S00°24'10"W 2649.82' TO A FENCE CORNER FOUND AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE FURTHER ALONG SAID EAST SECTION LINE, S00°08'28"E 1319.91' TO AN IRON ROD FOUND AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, N89°53'59"W 1346.42' TO AN IRON PIPE FOUND AT THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, N00°11'30"W 1327.36' TO A LIGHTARD KNOT FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, S89°46'21"W 1329.38' TO A WOOD FENCE CORNER POST FOUND AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, N00°35'03"W 1343.79' TO AN IRON ROD FOUND AT A FENCE CORNER POST, BEING THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, N00°37'03"W 838.84' TO AN IRON PIPE FOUND; THENCE N00°24'31"E 451.93' TO AN IRON PIPE FOUND ON THE SOUTH MARGIN OF O'NEAL ROAD; THENCE ALONG SAID SOUTH MARGIN OF O'NEAL ROAD, N89°46'16"E 2715.42' TO THE POINT OF BEGINNING, CONTAINING 204.433 ACRES. SAID PROPERTY BEING SUBJECT TO A 5 ACRE SOUTHERN NATURAL GAS CORP. RIGHT-OF-WAY LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2 AND DESCRIBED IN DEED BOOK 187, PAGE 530.

PARCEL III

Being one and the same as that parcel acquired by Alan H. Goldin, et al., by Warranty Deed from Lewis N. Vance and Jeff Vance dated July 15, 1998, and recorded in Deed Book 1416 at Page 417:

All of the NW 1/4 of the SE 1/4, all of the SW 1/4 of the SE 1/4, a portion of the NE 1/4 of the SW 1/4; Section 2, Township 7 South, Range 11 West; also a portion of the NW 1/4 of the NE 1/4 of Section 11, Township 7 South, Range 11 West; City of Gulfport, First Judicial District of Harrison County, Mississippi; said parcels of land being more particularly described as follows: For the Point Of Beginning, Commence at a light wood post located at the northeast corner of the NW 1/4 of the SE 1/4 of said Section 2; thence S 00°08'18" W 2667.72 feet along the east line of the W 1/2 of the SE 1/4 of said Section 2; thence continue S 00°08'18" W 1217.01 feet along the east line of the NW 1/4 of the NE 1/4 of said Section 11, to a point located on the southeast right-of-way of a 100-foot wide easement to Mississippi Power Company; thence S 67°22'17" W 268.00 feet along said southeast right-of-way of a 100-foot wide easement to Mississippi Power Company, to a point located on the south line of the NW 1/4 of the NE 1/4 of said Section 11; thence S 89°27'02" W 642.21 feet along the south line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°02'19" W 842.38 feet; thence N 89°35'47" W 444.55 feet to a point located on the west line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°03'04" W 489.69 feet along the west line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°26'34" E 1324.71 feet along the west line of the SW 1/4 of the SE 1/4 of said Section 2; thence S 89°59'19" W 687.38 feet along the south line of the NE 1/4 of the SW 1/4 of said Section 2, to a point located on the east line of Reservation Estates, Unit 2 Part 3, said point being located 11.28 feet northerly from an iron rod located at the southeast corner of Lot 10, Reservation Estates, Unit 2 Part 3; thence N 00°30'22" E 277.36 feet; thence S 89°32'05" E 11.39 feet; thence N 00°48'55" E 116.81 feet; thence N 00°23'29" E 59.78 feet to an iron rod located at the southeast corner of Lot 43, Reservation Estates, Unit 2 Part 3; thence N 00°28'23" E 365.20 feet to an iron rod located at the northeast corner of Lot 46, Reservation Estates, Unit 2 Part 3; thence S 89°31'51" E 269.51 feet; thence N 00°28'09" E 320.00 feet; thence N 89°31'51" W 45.00 feet; thence N 00°28'09" E 70.00 feet; thence N 73°39'43" E 464.44 feet; thence S 89°50'48" E 1329.30 feet along the north line of the NW 1/4 of the SE 1/4 of said Section 2, to the said Point Of Beginning.

Together with a non-exclusive, perpetual easement for ingress and egress more particularly described as follows:

Commence at the Southwest corner of the NW 1/4 of the NE 1/4, Section 11, Township 7 South, Range 11 West, Harrison County, Mississippi; thence South 89°57'10" East a distance of 334.29 feet to a point of beginning; thence Northeasterly along the arch of a curve to the right whose radius is 110.57 feet and delta angle is 89°35'04", a distance of 172.88 feet to a point; thence South 0°22'06" East a distance of 50 feet to a point; thence Southwesterly along the arch of a curve to the right whose radius is 60.57 feet and delta angle is 89°35'04" a distance of 94.57 feet to a point; thence North 89°57'10" West a distance of 50 feet to the point of beginning.

AND ALSO, the following parcel which is conveyed by quitclaim, without warranty and may be subject to claims of others:

A parcel of land within the SW¼ of the NE¼ of Section 11, Township 7 South, Range 11 West, Harrison County, Mississippi, lying North of the Mississippi Power Company easement and described as starting at the SE corner of the NW¼ of the NE¼ of Section 11, Township 7 South, Range 11 West and run West a distance of 465.6 feet for the point of beginning; thence continue West a distance of 203.9 feet; thence run South 84.3 feet; run thence Northeast along the Southern boundary of the Mississippi Power Company easement a distance of 220.6 feet to the point of beginning

Prepared By and Return to:
William C. Smith III
Roger W. Williams
WATKINS & EAGER PLLC
P.O. Box 650
Jackson, MS 39205
601-948-6470

Indexing Instructions:
Florence Gardens Phase 1-A, Plat Book 46 at Page 17
Florence Gardens Phase 1-B, Plat Book 47 at Page 8
Harrison County, Mississippi

FLORENCE GARDENS

Master Deed Restrictions

Florence Gardens, LLC, a Mississippi limited liability company to be known as the "Founder," establishes these Master Deed Restrictions ("Master Deed Restrictions") on the 31st day of March, year of 2006. These Master Deed Restrictions are filed in lieu and in place of the Declaration of Covenants, Conditions and Restrictions for Florence Gardens, which were filed in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi on July 19, 2005 as Instrument Number 2005 17258 D. The aforesaid Declaration of Covenants, Conditions and Restrictions for Florence Gardens is hereby cancelled and terminated and of no further force of effect. C A Brown Developments, Inc., a Mississippi corporation, L. J. & L. Enterprises, Inc., a Mississippi corporation, Joan Cravens, Inc., a Mississippi corporation, and Harbor Oaks, Inc., a Mississippi corporation, are each the Owners of Lots or Parcels in Florence

Gardens and have joined in the execution of these Master Deed Restrictions to indicate their agreement with and consent to the terms, conditions and provisions hereof and to bind and subject their property to these Master Deed Restrictions.

STATEMENT OF PURPOSE:

A. The Founder is developing upon real property in Harrison County, Mississippi, a new neighborhood development to be known as Florence Gardens. If all phases are completed, Florence Gardens would eventually comprise approximately 355 acres (the "Master Plan Area"), including the property described on Exhibit A.

B. This development is intended to establish pedestrian-friendly neighborhoods through the design of a range of lot sizes, narrower streets, sidewalks, and, in some areas, rear garage access through the use of alleys. Unlike typical suburbs which separate homes from businesses and force dependence on the automobile, the Florence Gardens design is intended to mix, in part, commercial and residential uses in a way which provides the essentials of life and enlivens the community.

C. Detailed guidelines, to be known as the Florence Gardens Design Standards, or simply the Design Standards, regulate setbacks, porches, outbuildings, building materials, construction and design and other matters essential for the creation of outdoor and civic spaces and an attractive neighborhood. Each Parcel owner, by constructing a building in accordance with the Florence Gardens Design Standards, helps form the outdoor spaces of this community, which will enhance the value of all property within Florence Gardens.

D. A community is formed when buildings are built and occupied. To establish a community of residents and to create a streetscape of buildings, rather than empty Lots, Founder wishes to require each Parcel owner to build a building within a certain time limit.

E. To ensure the proper application of the Florence Gardens Design Standards and to further the development of the community, Founder wishes to subject each deed for property within the Master Plan Area to certain deed restrictions, the acceptance of which, by acceptance of a deed, shall be considered to be part of the grantee's consideration for each Parcel.

F. While the rights reserved by this instrument shall initially be reserved to the Founder during the development period and until all of the Master Plan Area has been sold by Founder, it is intended that certain rights be conveyed to the Associations, so that the plan of architectural control will be continued throughout the lifetime of the community. The Development Period shall commence with the filing of the Master Deed

Restrictions and continues so long as Founder owns any property, Lot or Parcel in the Master Plan Area.

IMPOSITION OF DEED RESTRICTIONS:

The Founder hereby subjects to these deed restrictions all property within the Master Plan Area described on Exhibit A (and, in accordance with Section 1.2, any additional property which is subject to these Master Deed Restrictions), including each separately conveyable parcel ("Parcel") which has been platted or which shall be platted, and all common areas ("Commons") and limited common areas ("Limited Commons") created or to be created. These Deed Restrictions shall run with the land and be binding upon each owner of the Parcel, and the owner's heirs, successors and assigns (together, the "Owner") and upon the Association, whether or not these Deed Restrictions are individually recorded or noticed with each deed. All property within the Master Plan Area shall be sold, held and conveyed subject to the terms, conditions, rights, reservations and obligations set forth herein which shall run with the land and be binding on all parties owning any part, Parcel or Lot in Florence Gardens.

ARTICLE I: Definitions

1.1 Generally. The following definitions apply wherever the capitalized terms appear in these Master Deed Restrictions or in any Declaration, unless the Declaration provides a definition specific to that Declaration. To aid in understanding the relationships between terms, terms are grouped functionally. Additional terms which apply only to one article or section will be defined as they appear.

1.2. Documents.

(a) Master Plan. The Master Plan is the plan or layout for the development of the Master Plan Area. The Master Plan is subject to change.

(b) Master Deed Restrictions. These Master Deed Restrictions, which apply to all deeds and conveyances granted within Florence Gardens, are intended to ensure the proper application of the Design Standards during the development stage and to impose other restrictions designed to further the development of Florence Gardens. The reference to a deed herein shall refer to a deed as the context may require.

(c) Declaration. Each "Declaration" shall be a Declaration of Charter, Easements, Covenants and Restrictions, which provides for the ongoing operation and

maintenance of a portion of Florence Gardens. The Neighborhood (as defined in 1.4 Land Definitions, below) will have its own separate Declaration, which will be recorded after these Master Deed Restrictions. Other portions of Florence Gardens, including mixed use and commercial development may have a separate Declaration as well. The "Declaration" does not refer to the Declaration of Covenants, Conditions and Restrictions for Florence Gardens recorded on July 19, 2005, which has been terminated and is of no further force or effect.

(d) Supplemental Declaration. A "Supplemental Declaration" is an instrument which may be recorded by the Founder, the Association or, with the approval of the Founder or the Association, the owner of the property, all in accordance with the applicable Declaration provision to make additional property subject to any such Declaration.

(e) Design Standards. The "Design Standards" or "Florence Gardens Design Standards," as further described below in Section 3.1, regulate land use, architecture and environment within Florence Gardens.

1.3 Parties.

(a) Founder. The "Founder" is Florence Gardens, LLC, a Mississippi limited liability company, its successors and assigns. The Founder may also be an Owner for so long as the Founder is record owner of any Parcel. Founder may also refer to Founder's successors and assigns if Founder so designates.

(b) Association. As further described in Section 1.6, the Neighborhood Declaration shall establish an "Association" whose members are the Owners of Parcels within the land subject to the Declaration. The Town Center Declaration may also establish an Association or other management entity. Each Association may accept title to and own land within the Master Plan Area designated as Commons and be responsible for maintaining it and enforcing the Declaration. It is contemplated that there may be other Associations including, but not limited to condominium Associations. The term "Association" herein may refer to both the singular and the plural, as the case may be.

(c) Owner. "Owner" is the record owner, whether one or more persons or entities, of the fee simple title to any Parcel or Lot. Owners shall not include those having such interest merely as security for the performance of an obligation.

1.4 Land Definitions.

(a) Florence Gardens. "Florence Gardens" is all of the property made subject to the Master Deed Restrictions. Florence Gardens initially comprises the Master Plan Area; however, additional land may be added at any time in accordance with the terms of the Master Deed Restrictions.

(b) Master Plan Area. The "Master Plan Area" comprises approximately 355 acres, including the property described as Exhibit A to these Master Deed Restrictions, intended for development as a single, unified traditional neighborhood development.

(c) Neighborhood. The "Neighborhood" shall be the primarily residential District of Florence Gardens, which shall be subject to the Neighborhood Declaration sometimes referred to as the Declaration of Charter, Easements, Covenants and Restrictions for the Residential Neighborhood.

(d) District. A "District" is a general type of land use within the Master Plan Area such as Neighborhood (residential) and Town Center (mixed used and commercial). Other Districts may include apartments, condominiums or other land uses. Each District may be subject to a separate Declaration at the sole option of the Founder.

(e) Town Center. The "Town Center" or other name that is adopted by the Founder is intended to be the mixed-use and commercial District of Florence Gardens and, if developed, may be subject to a separate Declaration at the sole option of the Founder.

(f) Commons. "Commons" or "Common Areas" comprises real property or property interests within the Neighborhood, Town Center or other Districts designated as Commons, Common Areas or identified as common area on any plat or specifically conveyed to the Association, for the common use and enjoyment of all Owners. Commons also include any improvements on that real property, all utilities, utility easements and other easement rights or personal property for the Owners' common use, and any other property of any type specifically designated as Commons.

(g) Limited Commons. "Limited Commons" or "Limited Common Area" is a particular type of Commons which comprises real property within a District designated on a plat or specifically conveyed to the Association for the common use and enjoyment of only certain Owners of Lots located adjacent to the Limited Common Area. The Association agrees to maintain, or is required by the Declaration to maintain, such Limited Common Area and shall assess the affected Lot Owners only for the cost of maintenance of said Limited Common Area. Said affected Lot Owners shall pay the cost of maintenance of same as a form of Special Assessment.

(h) Zone. "Zones" are smaller contiguous areas within Florence Gardens of distinct character, building type or within a specific location. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone. Zones will be established or created at the sole discretion of the Founder.

(i) Lot. A "Lot" is a parcel of land intended for a single building, or a building and an outbuilding. Ordinarily, Lots are designated as numbered or lettered, separately identifiable parcels on the recorded subdivision plat of Florence Gardens, or, for unplatted areas, as shown on a site plan of property offered for sale as a part of Florence Gardens. A Lot may contain condominiums, apartments, commercial or other mixed use designations whose owners may form their own association.

j) Parcel. A "Parcel" is the smallest portion of land which may be separately conveyed. Most Parcels will be designated as numbered, separately identifiable Lots on the recorded subdivision plat which encompasses the Parcel. Once improved, the Parcel includes any buildings or other permanent improvements. Each condominium unit shall be considered a Parcel; if a portion of the building has not been declared into condominium ownership, that portion of the building shall be considered an additional Parcel.

The Founder may redefine Parcels prior to sale to third parties by dividing or combining Parcels or portions of Parcels or adjusting the boundary of a Parcel. The Founder may designate Parcels for residential, commercial, mixed use, condominium or other such land use.

(k) Property. "Property" as used sometimes herein shall be the land subject to these Master Deed Restrictions as same may be amended from time to time. The initial Property is described on Exhibit "A" attached hereto and made a part hereof by reference. The Property size and configuration may be amended by annexation, sale, addition, supplement or deletion in the discretion of Founder.

(l) Special Use Parcel. A "Special Use Parcel" is a Parcel of unconventional size, shape, location or use which calls for special design considerations. Typically, a Special Use Parcel will be used for commercial, educational or institutional purposes, multi-family residential or community or recreation facilities. Other uses are permissible in the discretion of the Founder.

(m) Residential Unit. A "Residential Unit" is any separate dwelling and ordinarily includes a kitchen. A Residential Unit shall include a detached single-family home, townhouse or other attached dwelling (such as each half of a duplex unit), an

apartment or condominium unit, and a residential dwelling within a mixed-use building. Residential Units may be established at the discretion of the Founder.

(n) Condominium. "Condominium" means that form of ownership of property under which units of improvements are subject to ownership by different owners and there is appurtenant to each unit as part thereof an undivided share in the common areas. The Founder for itself and its successors and assigns may establish Parcels or Lots as condominiums in any Zone or District.

(o) Fines. "Fines" or fines constitute a lien and are enforceable in the same manner as assessments.

1.5 Design Review Definitions.

(a) Design Review Committee. The "Design Review Committee" is the panel established by these Master Deed Restrictions to administer the Design Standards.

(b) Design Standards. The "Design Standards" establishes the plan for the development of Florence Gardens through its regulation of land use, architecture and environment, as further described in Section 3.1. The Design Standards do not need to be recorded to be effective but shall be available from the Design Review Committee. The Design Standards may be changed from time to time by the Founder or the Design Review Committee.

(c) Development Period. The Development Period begins immediately upon recording of this instrument and continues until

(i) six months after the Founder neither owns any of Florence Gardens nor holds any property for sale within Florence Gardens in the normal course of business; or

(ii) the Founder terminates its rights concerning the Development Period by written, recorded notice.

During the Development Period, the Founder shall select the members of the Design Review Committee, and shall have the right to amend, alter and change the Master Deed Restrictions or any other document, Declaration, rule, or guideline at any time without the consent of any person, party or entity.

1.6 Association Definitions.

(a) Association. Any District Declaration shall each establish an entity to maintain the portion of the Commons contained within the area made subject to the

respective Declaration, and to enforce the Declaration. To accomplish this each District Declaration shall establish an "Association" whose members are the Owners of Parcels within the land subject to that Declaration. The Town Center Declaration or other commercially oriented Districts may establish either an Association or a management entity. When used in this instrument, the term "Association" may include such an entity, unless the context requires otherwise. The name of the Association is as provided in the applicable Declaration.

(b) Member. Each Owner is a "Member" of the Association, as provided in the Declaration.

(c) Board. "Board" is the Board of Directors of the Association.

(d) Articles. "Articles" are the Articles of Incorporation of the Association.

(e) Bylaws. "Bylaws" are the Bylaws of the Association.

(f) Community Meeting. The "Community Meeting" is the public meeting of Members for discussion and voting, as described in the applicable Declaration.

(g) Assessments. "Assessments" is the collective term for the following Association charges:

(i) General Assessment. The "General Assessment" is the amount allocated among all Members to meet the Association's annual budgeted expenses.

(ii) Individual Parcel Assessment. An "Individual Parcel Assessment" is a charge made to a particular Parcel Owner for charges relating only to that Parcel, or for Zone charges.

(iii) Special Assessment. A "Special Assessment" may be charged to each Parcel for capital improvements or emergency expenses.

(iv) Other Assessments. Other Assessments may be charged as provided in these Master Deed Restrictions or in the applicable Declaration.

ARTICLE II: Development Plan

2.1 Mixed Use.

(a) Separate Declarations. The Founder intends to develop residential, condominium, rental apartment, mixed-use and commercial Districts within the Master Plan Area, all of which are intended to be an integral part of the community. These Districts will each be submitted and subject to separate Declarations to provide a standard of maintenance, to adopt covenants and restrictions for use of the property, to establish budgets, and to establish for each an Association or other management entity.

(b) Cooperation. Operation of Florence Gardens will require cooperation between the District Associations or other management entities including any merchants' associations, if any. It is anticipated that the entities will meet on a regular basis to discuss activities and common concerns.

2.2 Property Subject to Master Deed Restrictions.

(a) Initial Property. Property subject to these Master Deed Restrictions shall be known as "Florence Gardens," and shall consist initially of the Master Plan Area.

(b) Additional Property. The Founder may, from time to time in its sole discretion, add any qualified property to Florence Gardens ("Additional Property") by the recording of a supplemental instrument submitting the qualified property to these Master Deed Restrictions. Any of the following properties, if owned by the Founder, or a related or affiliated entity (or with the consent of the owner and the Founder), shall be considered "Qualified Properties":

(i) property, any portion of which is within one mile of any portion of Florence Gardens, whether or not contiguous (including property separated from Florence Gardens by a public street, body of water or other property); or

(ii) any other property with a reasonable relationship to Florence Gardens as determined by Founder.

(c) Withdrawal of Property. Property may be removed from these Master Deed Restrictions with the consent of the Founder and the owners of all property within the property to be withdrawn, along with any necessary governmental approvals.

2.3 Submission of Property to Declaration. The Founder intends that any property within Florence Gardens which is conveyed or leased to a party other than the Founder be made subject to a Declaration. If through error a Declaration is not recorded prior to, or at the time of, such a conveyance, the Founder shall have the right to record a corrective instrument imposing upon such property a plan for assessments and use restrictions consistent with that agreed between the parties in the purchase and sale

agreement or other instrument, or, if no such agreement exists, consistent with other similar property within Florence Gardens.

2.4 Master Plan. The Master Plan and conceptual drawings represent the current intent of the Founder for the development of Florence Gardens. However, the Master Plan and conceptual drawings are subject to change and may be modified based on market conditions, governmental or engineering requirements, changing land use conditions and other modifications which may be made as development progresses all at the sole discretion of Founder.

ARTICLE III: Design Standards

3.1 Establishment of Design Standards. The Founder has established the Design Standards, which comprises the following, all as may be amended from time to time:

(a) The Architectural Regulations, which guide the design of buildings and other "vertical" improvements and describe the materials of which these improvements may be constructed; and

(b) Landscape Regulations, which regulate erosion control, stormwater detention, irrigation, landscape lighting, preservation of existing trees, the planting of new trees and plants, walkways, pathways, gardens and any other such "horizontal" improvements.

(c) Design Review Procedures which describe the review process for compliance with all of the above.

In addition, the Founder shall promulgate a Master Plan and the Founder and/or the Design Review Committee shall promulgate such other rules and regulations regarding setbacks, Lot coverage and other matters.

All construction within the Master Plan Area shall comply with the Design Standards in effect at the time of the submittal, unless a variance is granted as provided herein.

3.2 Permitted Uses. Permitted uses for Parcels, which may include residential use, civic use, recreational use or retail, office, mixed use, restaurants, schools, private clubs, hotels, bed and breakfasts or other commercial use, shall be determined based on the Design Standards and the terms of the applicable Declaration. At the Founder's discretion, the Founder shall record the determination of permitted uses at the time of the Parcel's addition to Florence Gardens, or at any time up to and including the time of conveyance of the Parcel to someone other than the Founder. If the Founder fails to make

such a determination of record, the Design Standards, or the approval of the building or modification under Article IV, may describe permitted uses. Uses may be revised by modification of the Design Standards in accordance with Section 3.4; however, no such modification shall require the removal or cessation of a legally existing use on a particular Parcel without the Parcel Owner's consent.

3.3 [Intentionally Deleted]

3.4 Modification of the Design Standards. With the consent of the Founder, the Design Review Committee may revise any part of the Design Standards from time to time for any of the following reasons:

(a) To make changes which the Design Review Committee believes will better accomplish the objectives of Florence Gardens;

(b) To include new materials or techniques deemed to be suitable to Florence Gardens;

(c) To adjust for market conditions; or

(d) To recognize changing land use conditions over time, both from within and outside Florence Gardens.

3.5 Applicable Governmental Codes. It is the intent of the Founder that the Design Standards be consistent with all applicable requirements of state and local law. In the event of a conflict, Founder and the Design Review Committee shall be afforded the opportunity to attempt to resolve the issue with the applicable agency and, if necessary, revise the Design Standards.

ARTICLE IV: Review Procedure

4.1 Design Review Committee. The Design Review Committee shall have a minimum of three members as follows:

(a) Founder's Appointees. The Founder shall appoint all of the members during the Development Period, as defined in Section 1.5. Founder's appointees shall serve at the pleasure of the Founder.

(b) Association's Appointees. At the sole discretion of the Founder during the Development Period, The Neighborhood, Town Center and any other District Associations may be permitted to appoint one or more members who are not affiliated with the Founder to the Design Review Committee. Such appointees, if permitted by Founder, shall vote on matters based upon the authority granted them by the Founder.

After the Development Period, assuming that a Town Center Association and other District Associations are formed, the Neighborhood Association shall appoint members to the Design Review Committee who are not Owners within the Town Center or any other Districts. The Neighborhood will retain the voting power of sixty percent (60%) of the total members of the Design Review Committee. The Town Center Association shall appoint members with the voting power of twenty percent (20%) of the total members' voting power. The other District Associations shall collectively by any method they agree appoint members with the voting power of twenty percent (20%) of the total members' voting power, each voting their respective percentages either as a block or by individual Association as they determine in their sole discretion. In the event that there is only other District Associations or the Town Center Association in effect at end of the Development Period, but not both, then the Neighborhood will retain the voting power of eighty percent (80%) until such time as there are either a Town Center or other District Associations established at which time the Neighborhood Association's voting power will be reduced to sixty percent (60%).

Any of the Town Center and District Associations may establish a Design Review subcommittee of the Design Review Committee that has powers established in this Article IV. Membership of the respective Design Review subcommittees must include the voting members of the Design Review Committee who are members of a District Association.

4.2 Construction Subject to Review.

(a) Parcels. Prior to construction, the Design Review Committee must review and approve construction plans, the contractor and/or builder, and specifications for all improvements on any Parcel within the Master Plan Area. No construction on any Parcel shall begin and no improvements on any Parcel shall be modified except in accordance with an approved plan. Once a plan is approved, any modification to that plan, or any modification to the finished Parcel, must also be reviewed and approved. Also, if following approval there is a change in designers, architects or builders, or the Parcel is sold to another party, then the new parties are subject to the same obligations as set forth herein and the new designer, architect or builder must be acceptable to the Design Review Committee.

(b) Commons. Construction of any structure upon the Commons (other than initial construction by the Founder), or modification of any existing structure, as well as any material alteration of the landscaping or topography of any Commons, must be approved in advance by the Design Review Committee.

(c) Scope. The Design Standards shall set standards for all aspects of the Parcel visible from the outside, including without limitation the size, shape and architectural style of the building, its roof, windows, doors, porches and other components, placement on the Lot, fences, walls, outbuildings, drainage, paving and landscaping and all finish materials. The Design Standards may also regulate the type, placement and number of residential or business units that may be constructed on a Parcel and the uses to which those units may be put. Review shall include materials and color selection and selection and placement of any ornamentation or functional accessories, including but not limited to the following:

(i) materials and color selection for the main building and any outbuilding (including roof, doors, windows and trim);
(ii) driveways, walks, patios and other ground surface materials;
(iii) antennas, satellite dishes or receivers, solar panels or other devices which are visible from outside the Parcel;
(iv) fountains, swimming pools, whirlpools or other pools;
(v) privacy walls or other fences and gates;
(vi) awnings, flower boxes, shelves, statues, or other outdoor ornamentation, and window coverings visible through the window;
(vii) construction trailers or other trailers, temporary structures, tents, shacks, and sheds;
(viii) signage of any type; and
(ix) permanent or semi-permanent play equipment, whether or not secured, such as tree houses, basketball hoops and backboards, and backboards, skateboard ramps and swing sets.

The listing of a category does not imply that such construction is permitted.

(d) Exception. Interior construction and modifications not affecting the external structure or appearance of any building are not subject to review. However, construction drawings are required as part of the review process to assist in interpreting the design. Anything to the forgoing not withstanding, the Founder and the Design Review Committee each has the authority to require and enforce certain energy efficient standards and security and communication standards and modify those standards from time to time in its sole discretion.

(e) Trees. The Design Review Committee may require the relocation and replanting of trees which must be removed for construction. If particularly significant trees are found within the building setback lines, the Design Review Committee shall determine whether the placement of the building should be altered to accommodate the trees, or whether the trees may be removed. Setback lines, easements and right of ways

may be altered by the Founder or the Design Review Committee to accomplish the foregoing.

(f) Drainage. The Property has been designed as a low impact development which provides, among other things, for bio-retention cells and swales to facilitate surface water management. All plans shall comply with applicable drainage, water conservation, erosion control and storm water detention requirements. No alteration of existing grade or any planting, fences or other improvements which alter the flow of water shall be permitted without the express consent of the Design Review Committee. Notwithstanding the above, or anything contained herein, the Design Review Committee, the Founder, and the Associations shall not be liable for any adverse physical conditions, drainage, soil or other issues relating to a Lot or Parcel and construction or development thereon, nor are the Design Review Committee, the Founder and the Association liable to repair any such conditions.

(g) Modifications. Modifications after completion of construction, or additions or changes to the approved plans during construction must be reviewed and approved. However, review is not required to paint with originally approved materials and colors, or to replace the roof or other components with duplicates of the original material. Significant new landscaping, grading and any removal or substantial pruning of trees or plants must be approved in advance.

(h) Sidewalks. The Master Plan provides for a "Walkway System" within the Property. Portions of the Walkway System will be located in the rights of way adjacent to the front and side property line of Parcels or within the boundaries of the Parcels. The Founder will design the Walkway System which might include a hard walking surface, landscaping, irrigation, lighting and benches, among other improvements. The Founder will provide to the Owner of each Parcel a specific design for the segment of the Walkway System that will be located on or adjacent to any portion of his/her Parcel. Each Owner will be responsible for the cost of the construction and installation of the Walkway System adjoining his/her Parcel and will be required to construct the improvements upon demand by Founder and/or the Design Review Committee according to the approved plans and specifications designed by Founder.

4.3 Review Procedure.

(a) Application. The plans to be submitted for approval shall include (i) the construction plans and specifications, including all materials and colors, (ii) elevations of all proposed improvements (iii) proposed clearing, grading and landscaping, and (iv) all other items required by the Design Review Committee. Plans and specifications for review shall be submitted in the form required by the Design Review Committee.

(b) Uniform Procedures. The Design Review Committee may establish forms and procedures for the review of applications, including review costs and fees, if any, to be paid by the applicant. The Design Review Committee may provide lists of approved materials and may allow for staff review and approval of routine or minor matters.

(c) Basis for Decision. Applications shall be approved or denied based upon compliance with the provisions of the Design Standards and overall quality of design. If the Design Review Committee rejects an application due to overall design quality, despite compliance with the Design Standards, the Design Review Committee shall make suggestions for improving the design.

(d) Variances. The Design Review Committee may grant variances from the Design Standards based on existing topographical or landscape conditions, existing trees, or architectural merit. Any such variance must be in writing. Approval of a variance does not constitute a precedent for other applications, and such requests may be arbitrarily denied.

(e) Notification; Construction; Inspection. The Design Review Committee shall make best efforts to notify the applicant of its decision within the time allowances set out in its Design Standards and/or other rules and regulations promulgated by the Review Board. However, a delay in reviewing an application shall not be deemed approval for construction. If approval is given, construction of the improvements may begin. All construction must comply with the submitted plans. The Design Review Committee or its agent may inspect the property during construction but has no obligation to make any such inspection.

(f) Completion. When the primary building and landscaping are completed in substantial compliance with the approved plans and specifications and within the time limits described in Article V, the Design Review Committee shall issue a Certificate of Substantial Conformance. The Certificate shall describe any areas of deficiency that need to be corrected. All Fines and other enforcement shall be waived so long as the deficiencies are corrected within sixty (60) days. All Fines constitute a lien and are enforceable in the same manner as an assessment. Upon correction of all deficiencies, the Design Review Committee shall issue a Certificate of Completion and Release in recordable form.

(g) Governmental Compliance. Owners are responsible for making sure that construction conforms to governmental regulations and all local building codes. The Design Review Committee is not responsible under any circumstances for any non-compliance by Owner with respect to governmental requirements.

4.4 Approval of Architects, Builders.

(a) Generally. The creation of the Florence Gardens streetscape depends on the quality of design and construction and adherence to the Design Standards. While architects, designers and builders may be selected by the Owner, at the sole option of the Founder, which privilege may be withdrawn or modified on all or portions of the Property at any time, no architect, designer or builder may be used without the express written consent of the Founder or the Design Review Committee. Approval of architects, designers and builders is necessary to insure quality construction and a reasonable spirit of cooperation. The Founder or the Design Review Committee will publish applications, rules and procedures governing the approval of architects, designers and builders from time to time.

(b) Architects. Architects must be approved by the Founder or the Design Review Committee before submitting plans on behalf of his Owner/client. Approval shall be based on quality of past work, client satisfaction and understanding of, and willingness to work within, the Design Standards, all as determined in the Founder's and Design Review Committee's sole discretion.

(c) Builders. Builders must be approved by the Founder or by the Design Review Committee before building in Florence Gardens. Approval may be withheld for any reason or no reason in their sole unfettered discretion. Approval shall be based on willingness to build in accordance with approved plans and specifications, quality of past work, client satisfaction and financial history. Builders must agree to comply with construction regulations and build in accordance with the approved plans and specifications. Builders may be required to post a deposit for compliance and damages. Failure to comply may result in Fines, forfeiture of the deposit and revocation of the right to build in Florence Gardens.

4.5 Enforcement.

(a) Fines. The Design Review Committee may require the builder or Owner to post a deposit from which the Design Review Committee may deduct Fines for failure to comply with the approved plans and specifications, tree regulations and rules for builder conduct. The collection of a Fine shall not in any way diminish the available remedies at law or equity.

(b) Suit Permitted. If any construction is begun which has not been approved or which deviates from approved plans and specifications, the Design Review Committee, the Founder or the Association may require the Owner to resolve the dispute

through binding arbitration or may bring suit seeking damages, specific performance, declaratory decree and/or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association. If suit is brought and the court finds that the construction was not approved or that the construction deviated from the approved plans or specifications, then the party bringing suit shall also be awarded reasonable attorney's fees, costs and expenses even if the relief requested is not granted.

(c) Trees. Improper cutting, removal, lack of care or intentional damage to existing trees is subject to fines plus a requirement that the tree be replaced with an approved species of comparable caliper, or, if approved by the Design Review Committee, a combination of trees totaling the caliper of the removed tree. Fines shall be set by the Design Review Committee.

(d) Drainage. After reasonable notice (except in an emergency), the Founder or the Association shall have the right to enter onto a Parcel and correct improper grading or other modification to the Parcel which causes drainage problems. Such corrections shall be made at the cost and expense of the Owner of the Parcel, who shall promptly reimburse the Founder or the Association, as applicable. The Parcel shall be subject to a lien for the cost if not paid. The Founder or the Association, as applicable, shall not be required to repair or replace landscaping or other improvements after such action.

(e) No Waiver. Failure to enforce any provision of these Master Deed Restrictions shall not be deemed a waiver of the right to do so at any time thereafter. Variances from the Design Standards may be granted in particular circumstances; however, such variances shall not create a precedent for other applications. The Founder or its assignee shall have the unfettered right to interpret the Design Standards.

4.6 Liability. The Design Review Committee may act in its sole discretion in approving or disapproving all plans and specifications submitted to it. Neither the Design Review Committee, nor any individual member thereof, shall be liable to any person for any official act of the Design Review Committee in connection with submitted plans and specifications, except to the extent the Design Review Committee or any individual member thereof acted with malice or wrongful intent.

Approval by the Design Review Committee does not necessarily assure approval by the appropriate governmental authority. Notwithstanding that the Design Review Committee has approved the plans and specifications, neither the Design Review Committee nor any of its members, nor the Founder, shall be responsible or liable to any Owner, builder, contractor or any other party with respect to any loss, liability, claim or expense which may arise by reason of such approval or failure to approve.

Neither the Association, the Design Review Committee or any agent thereof, the Founder or any of its partners, employees, agents or consultants shall be responsible in any way for defects in any plans or specifications submitted, including drainage, revised or approved in accordance with the provisions of the Design Standards, nor for any structural or other defects in any work done according to such plans and specifications. In all events, the Design Review Committee shall be defended and indemnified by the Association in any such suit or proceeding.

No approval of plans and specification and no information in the Florence Gardens Design Standards shall be construed as representing or implying that such plans, specification or standards will, if followed, result in a properly designed Residential Unit or other structure. Such approvals and standard shall in no event be construed as representing or guaranteeing that any residence will be built in a good workmanlike manner.

4.7 Town Center. If a Town Center is developed, the Founder, during the Development Period, or the Town Center Association, after the Development Period, may at any time establish a separate Town Center Design Review Subcommittee, which shall operate in the same manner, and have the same powers, as the Design Review Committee established by these Master Deed Restrictions but which shall have jurisdiction over only that property within the Town Center. During the operation of such Town Center Design Review Subcommittee, the original Design Review Committee shall continue to be the Design Review Committee for Florence Gardens and shall continue to review and approve any construction or modification within the Neighborhood, while any construction or modification within the Town Center must be reviewed and approved by the Town Center Design Review Committee but shall not be required to be reviewed or approved by the Design Review Committee except that the Design Review Committee shall have final authority over all matters that relate to enforcement of the intent of Founder's Statement of Purpose for Florence Gardens, and to the extent that any matters addressed by the Town Center Design Review Subcommittee shall conflict with the Founder's Statement of Purpose, in the sole opinion of the Design Review Committee, the Design Review Committee shall have final authority over those matters. If the Founder or Town Center Association fail to establish such a Town Center Design Review Subcommittee, or if such board ever ceases operation, then all construction or modification within the Town Center shall be subject to review by the original Design Review Committee.

4.7a. Other Districts. Any Districts established by the Founder shall, for design review purposes, be entitled to the same method of autonomy for design review authority as the Town Center and may establish a Design Review Subcommittee. In such cases the

District Design Review Subcommittee and the Design Review Committee shall have the same scope of authority and rights as provided in 4.7, above.

4.8 Financial Support. The Associations shall pay the professionals and staff reasonable compensation for serving on the Design Review Committee, as determined from time to time by the Board. All members and all professionals and staff shall be compensated for expenses. The Associations shall set the Design Review Committee's review fees to cover all or part of the expected cost of its operation. If fees do not cover the cost, the Association shall fund the deficit. Fees shall not be intended to create a surplus, other than an ordinary operating fund for the Design Review Committee to which any excess fees shall be contributed. The Design Review Committee may employ personnel or contract with individuals or companies as necessary to assist in the review process.

4.9 Environmental Protection. To secure the natural beauty of the Property, the Design Review Committee may promulgate and amend from time to time rules and regulations which will govern activities which may, in its judgment, be hazards or threats to the environment including but not limited to such items as the application of certain fertilizers, pesticides or other chemicals. Failure of any Owner or tenant of Owner to comply with the requirements of such rules and regulations shall constitute a breach of this instrument. The Design Review Committee may further prohibit or restrict the introduction, planting or cultivation or vegetative species that the Design Review Committee in its sole discretion considers invasive or otherwise undesirable.

Areas determined to be jurisdictional wetlands by the US Army Corps of Engineers will be designated on the recorded plat for each Lot containing wetlands. Areas designated as wetlands within a Parcel may not be drained, filled, dredged, altered or otherwise impacted in any way without the express consent through the issuance of the appropriate permit(s) by the US Army Corp of Engineers and/or the Mississippi Departments of Marine Resources and/or any other state of federal regulatory agency that may have jurisdiction over wetlands. Normal mowing in wetland areas is, however, permitted.

The Association and the Founder, during the Development Period, hereby reserves unto itself a perpetual and releasable right and license on, over and under all Property including Parcels for the purpose of taking any action necessary to effect compliance with such environmental rules and regulations. The cost of such action by the Founder shall be paid by the respective Owner(s) of the Parcel(s) upon which the violation occurs.

4.10 Applicability to the Founder. Notwithstanding anything contained herein to the contrary, the Founder is not obligated by and subject to the provisions of this Article IV.

ARTICLE V: Covenant to Complete Building on Parcel

5.1 Restrictions on Building, Resale.

(a) Restriction; Purpose. To allow for community development and to discourage speculation which results in empty Lots or Parcels, the Owner of a Parcel must substantially complete construction of a primary building on the Parcel, in accordance with plans and specifications approved by the Design Review Committee within a limited period of time (the "Construction Period"), as described in Section 5.2, unless the deed or other recorded instrument from the Founder releases or modifies the restriction as to that Parcel.

(b) Completion. A primary building shall be considered complete when it has received a Certificate of Substantial Conformance as described in Section 4.3, and satisfies the requirements for receiving a certificate of occupancy from the appropriate governing authority.

(c) Holder of Rights. The right to enforce this Article V is held originally by the Founder, who may assign these rights at any time to the Design Review Committee or to the applicable Association or management entity. The time limit for construction does not apply to any Parcels held by the Founder or any entity related to or affiliated with the Founder. At the end of the Development Period as defined in Section 1.5, all of the Founder's rights under this Article V shall be automatically assigned to the applicable Association or management entity.

5.2 Construction Time Limit. Unless otherwise specified in the deed or other recorded instrument from the Founder, Owner shall:

(a) Submit initial plans and begin the design review process within twenty-one (21) months from the closing date of the purchase of the Parcel;

(b) Begin construction of a primary building on the Parcel, in accordance with approved plans and specifications, within twenty-four (24) months from the closing date (the "Construction Start Date");

(c) Diligently pursue construction once construction has begun; and

(d) Substantially complete the building, including landscaping, within twelve (12) months from the Construction Start Date for Residential Parcels, and within eighteen months for Special Use Parcels and other Parcels (the "Required Completion Date").

Failure to make significant progress during any thirty-day period shall be considered a failure to diligently pursue construction under (c). The time periods in (a), (b) and (d), shall be extended for casualty, extreme material shortages, extreme weather conditions other significant matters beyond the builder's control or by the approval of the Founder or Design Review Committee.

5.3 Enforcement. If Owner fails to comply with the requirements of Section 5.2 or if Owner deviates from the approved plans and specifications and fails, after reasonable notice, to correct the deviation, then Founder shall have the following options:

(a) As to 5.2 (a) and (b): the right, but not the obligation, to repurchase the Parcel for a total purchase price equal to the amount paid by Owner to Founder or any related entity for the purchase of the Parcel.

(b) As to 5.2 (c) and (c): Unless Owner has obtained a Certificate of Completion and Release as provided in Section 4.3, and except as provided in Section 5.4, Founder may exercise its rights against Owner as provided below at any time before the Required Completion Date or within two (2) years after the Required Completion Date (i) if the improvements are complete but do not conform to the plans approved by the Design Review Committee, or (ii) if the improvements made do conform with the approved plans but remain incomplete. Founder may preserve its enforcement rights by recording, within two (2) years after the Required Completion Date, a lien or other notice of its intent to exercise its rights. Founder may assign any or all of its rights under this Section 5.3, and may exercise any of its rights through an assignee or other designee.

Founder may repurchase the Parcel for a total purchase price equal to the amount paid by Owner to Founder or any related entity for the purchase of the Parcel, plus the Fair Market Value, as defined below, of any improvements made in accordance with plans approved by the Design Review Committee. Any mortgage or lien on the Parcel, all closing costs for the repurchase and a resale fee equal to 10% of the Fair Market Value of any improvements made on the Parcel in accordance with plans approved by the Design Review Committee shall be deducted from the amount required to be paid to Owner by Founder.

Fair Market Value shall be defined as the value established by an independent appraiser, selected in the manner provided below (the "Independent Appraiser"), who is experience in appraising residential properties of the character and qualify of the properties developed in Florence Gardens. The method of selection the Independent Appraiser shall be as follows: Owner shall be given an opportunity to select an appraiser qualified with the experience as provided above, or in the absence of the Owner or unwillingness of the Owner to make such selection in a timely manner, an alternate shall be selected by

Founder, who is not related to Founder in any way, to make the appraiser selection on behalf of Owner; Founder will select a qualified appraiser; and the two appraisers will then, by agreement, select a third appraiser who will become the Independent Appraiser.

(c) If an improvement is commenced and construction is then abandoned for more than thirty (30) days or construction is not completed by the Required Completion Date, after the proper notice is given, the Association may impose a Fine of not less than $500 per day on the Owner of the Parcel until construction is resumed, or the improvement is completed, whichever is earlier, unless the Owner can prove to the satisfaction of the Board that such abandonment or delayed construction is for circumstances beyond the Owner's control. Such charges shall be a Special Assessment and a lien against the Parcel as provided.

The remedies provided in this section are at the Founder's option and may be exercised together or separately as Founder deems appropriate, and are not intended in any way to limit the remedies under Section 4.5 (b).

5.4 Subordination to Mortgage.

(a) Effect. Founder and any designee or assignee of Founder's rights under Section 5.3 agrees to subordinate its right of repurchase to the first mortgage or deed of trust liens of an institutional lender (specifically including FNMA, FHLMA, any bank, savings and loan association, credit union or other such institution) under the terms of this section, which shall be effective whether or not noted in the deed. A lender in granting a mortgage or other lien subject to this right of repurchase agrees to these terms. Except as described in this section, the right of repurchase by Founder or its applicable designee or assignee shall not be subordinate to any other encumbrances.

(b) Assumption of Mortgage. If Founder exercises its right of repurchase while lender's mortgage or other lien encumbers the Parcel, Founder shall take the Parcel subject to the mortgage or other lien, and lender in granting a mortgage or other lien subject to this right of repurchase agrees to allow Founder or its applicable designee or assignee to repurchase the Parcel subject to the mortgage or such other lien.

(c) Mortgage Foreclosure. If lender seeks to foreclose the lien of its mortgage or other lien or accepts a deed in lieu of foreclosure before the Required Completion Date or within two (2) years thereafter and Founder has not provided a release and satisfaction of its rights as provided in Section 5.1, Founder shall be notified of the foreclosure action or conveyance. Founder's rights of enforcement under Section 5.3 shall not be extinguished by foreclosure or deed in lieu of foreclosure but shall continue as a restriction on the Parcel and may be enforced against Lender or any subsequent Owner.

(d) Extension. If lender has acquired title through a foreclosure or a deed in lieu, then lender may give notice to Founder that it wishes to extend the Required Completion Date. Founder shall be given thirty (30) days after such notice from lender in which to exercise a repurchase right by payment to lender of the amount obtained or bid by the lender in such foreclosure (or amount owed, for deed in lieu), plus interest at the stated rate of the note (not default rate) provided by the mortgage or deed of trust at the time of foreclosure or deed in lieu. Founder may exercise such rights whether or not the conditions for default under Section 5.3 are met at the time the notice is given. If Founder does not exercise its repurchase right, then Founder shall grant, in recordable form, an extension of the construction period provided in Section 5.2 as follows:

(i) If construction of the primary building has not begun, the date of the foreclosure or deed in lieu shall be considered the new closing date.

(ii) If construction of the primary building has begun, lender shall have a new Construction Start Date of four (4) months from the date of the foreclosure or deed in lieu, to allow lender to contract with a builder and to complete the design review process for any modifications to the approved plans and specifications. Lender or lender's assignee must then diligently pursue construction and substantially complete the building, including landscaping, within a reasonable time, based on the amount of completion. The amount of time to complete construction shall not exceed the time which would have been allowed under Section 5.2 (d), beginning from the new Construction Start Date.

Subject to the extended dates, Founder's rights of enforcement under Section 5.3 shall continue as a restriction on the Parcel.

5.5 Resale Restriction. If Owner desires to sell its Parcel before construction is complete and before Owner has obtained the Certificate of Completion and Release, Owner is required to notify Founder or the Association of its intention to sale and when a agreement to purchase has been concluded, Owner is required to provide Founder or the Association with the name and address of the Owner's purchaser. In such an event, the new Owner shall be subject to all of the terms, conditions and restrictions as set forth herein, except that the Plan Submittal Date, Construction Start Date and Completion Date will be subject to amendment by the Founder or the Design Review Committee, in their sole discretion, upon the submission and approval of a revised application by the new Owner in accordance with the provisions of Article IV, above.

If an Owner fails to give the required notice prior to the sale of a Parcel upon which construction of improvements has not been completed and a Certificate of Completion

and Release has not been granted, then the Founder shall have available all remedies at law and in equity, against both the original Owner and the subsequent Owner. In addition, in such an event the Plan Submittal Date, Construction Start Date and Completion Date shall continue to run from the date of the original closing of the sale from the Founder to the original Owner and all of Founder's rights, including those provided in 5.3, above, shall be preserved and binding on the new Owner.

ARTICLE VI: Founder's Additional Reserved Rights

6.1 Easements in Favor of the Founder. The easements reserved in this Section 6.1 are subject and subordinate to those reserved in Section 6.2. The easements provided by this section are intended to permit the Founder to continue and complete construction of the Master Plan Area, whether or not that property is ultimately submitted to a Declaration. Accordingly, the Founder hereby reserves for itself, its successors and assigns the following easements, which shall benefit all properties within the Master Plan Area and all other properties owned by Founder or its assigns which are adjacent to, or reasonably near, Florence Gardens and the Master Plan Area (including property separated from Florence Gardens by a public road, private road, water or other natural or manmade barrier), whether or not such properties are developed as part of Florence Gardens:

(a) Private Roads and Paths. A nonexclusive easement for use of any roads or streets which are not accepted for dedication to the public and which are intended for automobile traffic (other than alleys or other similar access roads which are intended for use only by residents on that road), along with a nonexclusive easement for appropriate use of any pedestrian or bicycle paths. If such roads become a primary means of access to a community which is not made part of Florence Gardens, and Florence Gardens does not similarly use the roads of such community, such community shall contribute its pro rata share of the cost of Florence Gardens road maintenance.

(b) Utility Easements. A blanket easement upon, across, over, through, and under Florence Gardens and the Master Plan Area for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. These systems and services include, but are not limited to, water, sewer, irrigation systems, drainage, telephone, electricity, natural gas, television, security, collection of garbage and recyclable materials, cable or communication lines and other equipment. By virtue of this easement the Founder, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Parcel. These

easements may also be used for telecommunications, telephone, cable or internet services, including but not limited to the construction of facilities, as may be owned, approved or developed by Founder or its assigns and designees.

(c) Police Powers. A blanket easement throughout Florence Gardens for private patrol services, and for police powers and services supplied by the local, state and federal governments. The reservation of such easement does not imply that any such service shall be provided.

(d) Drainage, Erosion Controls. A blanket easement and right on, over, under and through the ground within Florence Gardens to maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements. The entity which exercises this easement shall be responsible for notifying the affected Owners (except in an emergency) but shall not be obligated to restore landscaping or other improvements. This easement may be exercised at the option of the Founder and shall not be construed to obligate Founder to take any affirmative action to correct conditions.

(e) Encroachment. An easement for any improvements constructed on the Commons which encroach on any Parcel, whether due to any minor deviation from the subdivision plat of Florence Gardens or the settling or shifting of any land or improvements.

(f) Maintenance of Commons. An easement for maintenance and improvement of the Commons at the Founder's discretion and, to the extent reasonably necessary, an easement over any Parcel for maintenance of the Commons.

(g) Continued Construction. To the extent reasonably necessary, an easement over, under and through any roads, whether public or private, and any other Commons for construction equipment and any other purpose related to continued construction of any property within the Master Plan Area.

(h) Founder's Rights and Reservations. No provisions in the Articles, the Bylaws, these Master Deed Restrictions or any Declaration shall limit, and no Owner or the Association shall interfere with, the right of Founder to subdivide or re-subdivide any portions of the Master Plan Area, or any part, Parcel or Lot of Florence Gardens to complete or alter improvements or refurbishments to and on the Commons and common facilities or any portion of the Master Plan Area owned by Founder, or alter the construction plans and designs, or construct such additional improvements or add future phases as Founder deems advisable during development period of the Master Plan Area.

Such right shall include, but shall not be limited to, the right to install and maintain such structures, displays, signs, billboards, flags, temporary construction trailers and sales offices as may be reasonably necessary for the conduct of Founder's business or completion of the work and disposition of the Parcels by sale, lease or otherwise. Each Owner by accepting a deed or other conveyance document to a Parcel hereby acknowledges that the activities of Founder may temporarily or permanently constitute an inconvenience or nuisance to the Owners and each Owner hereby consents to such inconvenience or nuisance. These Master Deed Restrictions shall not limit the right of the Founder at any time prior to acquisition of title to a Parcel by a purchaser from Founder to establish on that Parcel, and Commons, additional licenses, easements, reservations and rights of way, to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Master Plan Area. The Founder need not seek or obtain Association or Board approval of any improvement constructed or placed by Founder on any portion of the Master Plan Area. The rights of the Founder under these Master Deed Restrictions may be assigned by Founder to any successor and any interest or portion of Founder's interest in a portion of the Master Plan Area by a recorded, written assignment. Notwithstanding any other provision of this these Master Deed Restrictions, the prior written approval of Founder will be required before any amendment to this Section 6.1(h) shall be effective while Founder owns a Lot or any part of a Parcel of Florence Gardens. Founder shall be entitled to the nonexclusive use of the Commons without further cost, for access, egress, ingress, use or enjoyment, in order to show the Master Plan Area to its prospective purchasers and carry out the Master Plan Area as provided herein. Each Owner hereby grants, by acceptance of the deed to such Owner's Parcel, an irrevocable, special power of attorney to Founder to execute and record all documents and maps necessary to allow Founder to exercise its rights under this Section 6.1(h). This Section 6.1(h) shall be applicable for so long as the Founder owns any portion of the Master Plan Area.

(i) Reservation of Easement Rights by the Founder. The Founder, for itself and its assigns, hereby reserves a nonexclusive easement and right of way in, through, over, and across any area shown as an easement on a plat and in, through, over, and across any Commons for the purposes of the storage of building supplies and materials, the installation, construction, maintenance, reconstruction and repair of sanitary sewers, water pipes, irrigation pipes, electrical wires or cables, telephone wires or cables, telecommunication facilities, gas lines, storm drains, television cables, underground conduits, and related appurtenances to any of same, and for all other purposes reasonably related to the completion of construction and the provision of utility services, whether public or private, to Florence Gardens and to other real property in the vicinity of the Master Plan Area. The Founder hereby reserves for itself and its assigns a nonexclusive easement and right of way over any and all streets and roads of the Master Plan Area for purposes of vehicular and pedestrian ingress and egress to any other lands or property

owned by the Founder, its members and assigns, or any related of affiliated entities of the Founder or its members. Any and all instruments of conveyance made by the Founder to the Association with respect to any Commons shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instruments. At the request in writing of the Founder, the Association shall from time to time execute, acknowledge, and deliver to the Founder or its assigns such further assurances of this reservation as may be necessary.

(j) Conveyance of Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such other easements, licenses, and rights of way over any Commons for the installation, operation and maintenance of sanitary sewers, water pipes, electrical wires or cables, telephone wires or cables, gas lines, storm drains, television cables, underground conduits, and related appurtenances for any and all purposes benefiting Florence Gardens and other real property in the vicinity thereof as may be considered necessary or appropriate by the Founder or Board of Directors for the orderly maintenance, preservation and enjoyment of any Commons and for the preservation of the health, safety, convenience, and welfare of the Owners of the Parcels, or the Founder.

6.2 Models; Sales and Management Offices. The Founder reserves for itself and its assigns the right to maintain and have access to a sales office, a management office and an unlimited number of models within Florence Gardens. These facilities may be located on any Parcel or any Commons in Florence Gardens and may be relocated from time to time at the Founder's discretion. The Founder shall have the right to use any Parcel, the clubhouse and other Commons for sales, management and other purposes as it deems necessary in it sole discretion. The sales office, management office and models may be owned by different entities, including builders and other entities unrelated to the Founder. At the end of its use as a sales or management office or model, the Parcel shall be owned by the owner of record, subject to all normal covenants and restrictions for Florence Gardens. Subject to state law and local ordinances, the Founder or its assigns may maintain signs on the Commons and on the sales office, management office and models advertising Florence Gardens.

6.3 Commercial Use of Images. The Founder reserves the following rights:

(a) Commons. The exclusive right to grant permission, charge for or collect fees for the Commons to be photographed, sketched, painted or its image otherwise reproduced for commercial use (including without limitation its use as a motion picture set or as a background for the display of fashions or other goods); and

(b) Exteriors. The right to grant permission for similar reproduction of the exteriors of any other part of Florence Gardens which can be viewed from streets, alleys or Commons. Such exteriors may be reproduced without the consent of, or payment to, the Parcel Owner, but the above right is not intended to prevent any Parcel Owner from granting its independent permission for any part of Florence Gardens owned exclusively by that Owner, in which case the consent of the Founder shall not be required.

The Founder may collect a fee for its consent to the use of such images, or for the providing of support services to photographers or others. The exercise of these rights shall not interfere with normal and customary rights of architects as to structures designed by them. Consent of the Founder shall not be required for photography or other reproductions of the images of Florence Gardens in connection with any news or feature coverage, for academic purposes, or by any governmental agency or other entity interested in the promotion of Florence Gardens or Mississippi, the development of tourism or commerce or any other similar purpose.

6.4 Name.

(a) Change. The Founder shall have the right to change the name, Florence Gardens, for all or any part of the property subject to these Master Deed Restrictions. Founder may, but is not required to, amend these Master Deed Restrictions to reflect the name change.

(b) Trademark. The Founder reserves the right to trademark the name "Florence Gardens" its logo or other name, logo or slogan of the community as a trade name owned by the Founder. An Owner of a business in the Town Center or other commercial District may use the trademarked name to describe the location of the business, and may advertise its business as being located "in Florence Gardens" or other trademarked name. If requested by the Founder, Owner shall accompany such use with a symbol or explanation concerning trademark or service mark registration of the name. Owner may not use the trademarked name in any other manner without the express permission of the Founder, which may be arbitrarily denied.

ARTICLE VII: General Provisions

7.1 Assignment. Founder may assign all or any portion of its rights at any time for all or part of the Master Plan Area to a related entity, to a successor Founder, or to the Association.

7.2 Additional Property. Unless a notice is recorded specifically to the contrary, the submission of additional property to a Declaration for Florence Gardens shall automatically extend the provisions of these Master Deed Restrictions to the additional property as well. Founder may, but is not required to, record a notice in the public records extending these Master Deed Restrictions to the additional property or may modify these Master Deed Restrictions as to the additional property.

7.3 Amendment.

(a) By Members. Except as otherwise specified, these Master Deed Restrictions or other Declarations or covenants or restrictions contemplated herein may be amended only with the written consent of the owners of either two-thirds of the Parcels or two-thirds of the land by acreage within the Master Plan Area whichever approval can be more readily obtained. During the Development Period, the written consent of the Founder shall be required as well for any amendment. For the purposes of this definition, the term "Parcel" may include lots which are not yet platted or improved but which are indicated on the Master Plan for future development.

(b) By the Founder. Notwithstanding anything contained herein to the contrary and to the extent permitted by law, and without limiting the generality of the foregoing, the Founder specifically reserves the absolute and unconditional right to amend these Master Deed Restrictions without the consent or joinder of any party (i) for any reason prior to December 31, 2007, (ii) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of mortgages, (iii) to conform to the requirements of institutional mortgage lenders or title insurance companies, (iv) to comply with governmental requirements, or (v) to clarify the Master Deed Restrictions' provisions or correct errors.

(c) Limitations. Whenever any action described in these Master Deed Restrictions requires approval of greater than sixty seven percent (67%) of the Parcel Owners, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly. Rights reserved to the Founder may not be amended without the specific consent of the Founder. After assignment of Founder's rights under Articles III and IV to the Association, those provisions shall be amended as provided in the Declaration.

(d) Recording. Any amendment shall take effect upon recording in the public records.

(e) Liens. All fines, liens and assessments as contemplated herein, or in any

other Declaration or by any Association, shall be a lien on the Parcel or Lot to which it applies and is collectible by such action at law or in equity, including foreclosure, as shall afford the aggrieved party a property remedy.

(f) Resort Designation. Founder hereby reserves the right to request that all or part of Florence Gardens be designated a resort or resort destination as defined under the laws of the State of Mississippi. No Owner of any Lot or Parcel of Florence Gardens shall have the right to object to any such request by Founder.

(g) Duration; Termination. The covenants and restrictions contained in these Master Deed Restrictions shall run with and bind Florence Gardens and the Master Plan Area and shall inure to the benefit of and be enforceable by the Founder, the Association, and all Owners of property within the Neighborhood, their respective legal representatives, heirs, successors or assigns for sixty (60) years, and shall be automatically extended for each succeeding ten (10) year period unless an instrument signed by Owners representing 90% of the votes in the Association and the Founder shall have been recorded, agreeing to terminate the Master Deed Restrictions as of a specified date.

7.4 Enforcement. In addition to the various enforcement rights specified in this instrument, Founder may bring suit in any court of competent jurisdiction to enforce specific performance of its rights under these Master Deed Restrictions or to seek damages.

7.5 Green Space Areas. It is the intention of the Founder that the natural, scenic and recreational resources, soils, wetlands, wildlife, game and migratory birds currently in evidence on the Property be maintained and enhanced by designation of certain areas of the Common Area as Green Space, Green Belts or Conservation Areas (collectively as used herein, "Green Space") as designated on the plats of the Property filed by the Founder for record with the Chancery Clerk of Harrison County.

No hunting or trapping shall be permitted on any portion of the Property at any time except for undesirable wildlife as authorized and approved by rules and regulations promulgated by the Association from time to time. The Founder and the Association expressly reserve the right to erect wildlife feeding stations, to plant small patches of cover and food crops for wildlife, to make access trails or paths or boardwalks through Green Space and Common Area for the purpose of permitted observation and study of wildlife, hiking and non-motorized bike riding, to erect small signs throughout the Green Space designating points of interest and attraction, and to take such other steps as reasonably necessary and proper to further the Community Use and enjoyment of the Green Spaces. The Founder and the Association, shall have the right, but shall not be obligated, to protect from erosion all Green Space by planting trees, plants, shrubs and

other ground cover where and to the extent necessary, or by such mechanical means as construction and maintenance of siltation basins, or other means deemed expedient or necessary by the Founder and/or the Association, respectively. The right is likewise reserved to the Founder and/or the Association to take steps necessary to provide and insure adequate drainage ways in the Green Space and Common Areas, to cut fire breaks, remove diseased, dead or dangerous trees and carry out other similar activities, the cost of which services to be paid by the assessment of the Association in accordance with the provisions of this Declaration.

The use of the Common Areas, Common Facilities and Green Spaces by the Owners, their invited guests and invites shall be governed by the applicable rules, regulations and policies as from time to time promulgated by the Association. The Founder and/or the Association shall not be liable for any matter or claim of any nature whatsoever arising directly or indirectly from the exercise of the right and authority thereby reserved.

7.6 Venue. All disputes, legal proceedings or arbitration shall be filed in Harrison County, Mississippi.

(Signature Page Follows)

In witness whereof, the Founder has executed these Master Deed Restrictions as of the day and year first above written.

FLORENCE GARDENS, LLC,
a Mississippi limited liability company

By:_____
Martin C. Goldin, Manager

The undersigned Owners of certain Lots or Parcels in Florence Gardens do hereby execute these Master Deed Restrictions as of the day and year first above written to indicate their consent to and agreement with the terms, conditions and provisions thereof and to bind and subject their property to these Master Deed Restrictions.

C A Brown Developments, Inc.
a Mississippi corporation

By:_____
Craig A. Brown, President

L. J. & L. Enterprises, Inc.,
a Mississippi corporation

By:_____
Randall J. Cofield, President

Joan Cravens, Inc.,
a Mississippi corporation

By:_____
Joan Cravens, President

Harbor Oaks, Inc.
a Mississippi corporation

By:_____
David B. Sellers, President

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Martin C. Goldin, duly identified before me, who acknowledged that he is Manager of Florence Gardens, LLC, a Mississippi limited liability company, and that for an on behalf of said limited liability company, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

GIVEN under my hand and official seal on this the ___day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

(Additional Acknowledgment Pages Follow)

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Craig A. Brown, duly identified before me, who acknowledged that he is President of C A Brown Developments, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Randall J. Cofield, duly identified before me, who acknowledged that he is President of L. J. & L. Enterprises, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Joan Cravens, duly identified before me, who acknowledged that she is President of Joan Cravens, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, she executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ___day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named David B. Sellers, duly identified before me, who acknowledged that he is President of Harbor Oaks, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ___day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

EXHIBIT "A"

Florence Gardens Phase 1-A is recorded in Book 46 at Page 17, Harrison County, Mississippi.

Florence Gardens Phase 1-B is recorded in Book 47 at Page 8, Harrison County, Mississippi.

Prepared By and Return to:
William C. Smith III
Roger W. Williams
Watkins & Eager PLLC
P.O. Box 650
Jackson, MS 39205
601-948-6470

Indexing Instructions:
Florence Gardens Phase 1-A, Plat Book 46 at Page 17
Florence Gardens Phase 1-B, Plat Book 47 at Page 8
Harrison County, Mississippi

FLORENCE GARDENS

Declaration of Charter, Easements, Covenants and Restrictions For The Residential Neighborhood of Florence Gardens

Florence Gardens, LLC, a Mississippi limited liability company to be known as the "Founder," makes this Declaration on the 31st day of March, year of 2006.

STATEMENT OF PURPOSE:

A. The Founder is developing upon real property in Harrison County, Mississippi, a neighborhood development to be known as Florence Gardens. It is contemplated that Florence Gardens will be comprised of two principal Districts: the Neighborhood, which is the primarily residential District; and Town Center or something similar, which brings together a mixture of commercial and residential uses. There may be other or additional

Districts of the community. Unlike typical suburbs which separate homes from businesses and force dependence on the automobile, the Florence Gardens design is intended to mix commercial, civic and residential uses in a way that enlivens the Neighborhood.

B. This Declaration is intended to provide for the maintenance and operation of the Neighborhood, while Town Center, if developed, shall be subject to a separate Declaration. The residential units within Town Center are to be made members of the Neighborhood association on a limited basis so that the residents can enjoy the recreational facilities and activities of the Neighborhood.

C. The Neighborhood will have an owners' association to own and maintain certain Commons and Limited Commons.
Florence Gardens is subject to Master Deed Restrictions, recorded immediately prior to this Declaration. Among other things, the Master Deed Restrictions regulate the construction and modification of buildings and other improvements within Florence Gardens.

D. The Founder records this Declaration for the Neighborhood, and establishes an owners' association to enhance Neighborhood life, to institute and enforce certain covenants and restrictions, to provide for further maintenance of the Neighborhood, and to allow for self-governing of the Neighborhood by its Owners.

DECLARATION:

The Founder, who except as set forth hereinbelow, is the owner of all of the property described on Exhibit "A" (the "Neighborhood"), hereby submits and subjects the Neighborhood to this Declaration of Charter, Easements, Covenants and Restrictions. The Founder hereby declares that the Property comprising the Neighborhood shall be held, sold, conveyed and subject to the covenants, restrictions and easements of this Declaration, which shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title or interest in all or any part of the Neighborhood. C A Brown Developments, Inc., a Mississippi corporation, L. J. & L. Enterprises, Inc., a Mississippi corporation, Joan Cravens, Inc., a Mississippi corporation, and Harbor Oaks, Inc., a Mississippi corporation, are each the Owners of Lots in Florence Gardens and have joined in the execution of this Declaration to indicate their agreement with and consent to the terms, conditions and provisions hereof and to bind and subject their property to this Declaration.

ARTICLE I:
Definitions

1.1 Articles. "Articles" are the Articles of Incorporation of the Association.

1.2 Assessments. "Assessments" is the collective term for the following Association charges:

a) General Assessment. The "General Assessment" is the amount allocated among all Members to meet the Association's annual budgeted expenses, as described in Section 10.3.

b) Individual Parcel Assessment. An "Individual Parcel Assessment" is a charge made to a particular Parcel Owner for charges relating only to that Parcel, as provided in Section 10.5, or for Limited Common or Zone charges, if any.

c) Special Assessment. A "Special Assessment" may be charged to each Parcel for capital improvements, emergency expenses or other matters, in accordance with the provisions of Section 10.4.

d) Other Assessments. Any other assessment which may be charged in accordance with this Declaration.

1.3 Association. "Association" is the Florence Gardens Residential Neighborhood Owners Association, Inc., a Mississippi nonprofit corporation, its successors and assigns. The Association, whose members are the Owners, is responsible for maintaining the Neighborhood and enforcing the Declaration.

1.4 Board. "Board" is the Board of Directors of the Association. The Board shall be appointed by the Founder during the Development Period.

1.5 Building. "Building" is any residential, mixed-use or commercial building constructed on any Lot. If permitted by the Florence Gardens Design Standards, a Building may be attached to another Building and share party walls. The Florence Gardens Design Standards may permit the construction of two or more Buildings or two or more Residential Units on a Lot. Interpretation of the Florence Gardens Design Standards is in the unfettered discretion of the Founder or its assignee.

1.6 Bylaws. "Bylaws" are the Bylaws of the Association.

1.7 Commons. "Commons" or "Common Area" comprises real property within the Neighborhood as designated on a plat or specifically conveyed to the Association, for the common use and enjoyment of all Owners. "Commons" also include any improvements on that real property, all utilities, utility easements and other easement rights or personal property for the Owners' common use, and any other property of any type specifically designated as Commons. The Commons may include areas dedicated to the public to the extent that the Association agrees to maintain, or is required by this Declaration to maintain, such property.

1.7(a) Limited Commons. "Limited Commons" or "Limited Common Area" is a particular type of Common Area which comprises real property within the Neighborhood, if any, designated on a plat or specifically conveyed to the Association for the common use and enjoyment of only certain Owners of lots located adjacent to the Limited Common Area. The Association agrees to maintain, or is required by this Declaration to maintain, such Limited Common Area and shall assess the affected Lot Owners only for the cost of maintenance of said Limited Common Area. Said affected Lot Owners shall pay the cost of maintenance of same as a form of Special Assessment.

1.8 Neighborhood Roads. "Neighborhood Roads" are the streets and alleys located within the Neighborhood that are intended for automobile traffic. Most of the Neighborhood Roads are intended to be dedicated to the public. Any Neighborhood Roads not dedicated to the public shall be part of the Commons or Limited Commons. The Plat or Plats should be reviewed for more detailed information about roads and streets.

1.9 Declaration. "Declaration" is this Declaration of Charter, Easements, Covenants and Restrictions for the Residential Neighborhood of Florence Gardens.

1.10 Design Standards. The "Design Standards" or "Florence Gardens Design Standards" establish the plan for the development of Florence Gardens through its regulation of land use, architecture and environment. The Florence Gardens Design Standards are originally adopted by the Founder as provided in the Master Deed Restrictions and may be amended from time to time. The Florence Gardens Design Standards do not need to be recorded to be effective but shall be available from the Florence Gardens Design Review Committee. The Design Standards may be amended from time to time by Founder or the Florence Gardens Design Review Committee.

1.11 Design Review Committee. The "Design Review Committee" is the panel established to administer the Florence Gardens Design Standards, as established by the Master Deed Restrictions and described in Article IV.

1.12 Development Period. Development Period, as defined in this Declaration and the Master Deed Restrictions and other Declarations contemplated herein, shall mean the period of time commencing with the execution hereof and continuing for six (6) months after Founder neither owns any of Florence Gardens nor holds any property for sale within Florence Gardens in the normal course of business. The Development Period may sometimes be referred to as the Construction Period.

1.13 Founder. The "Founder" is Florence Gardens, LLC, a Mississippi limited liability company, its successors and assigns.

1.14 Lot. A "Lot" is a parcel of land intended for a single building, or a building and an outbuilding. Ordinarily, Lots are designated as numbered or lettered, separately

identifiable parcels on the recorded subdivision plat(s) of Florence Gardens, or, for unplatted areas, as shown on a site plan of property offered for sale as a part of Florence Gardens. A Lot may contain condominium, apartments, commercial or other mixed use designations whose owners may form their own association.

1.15 Master Deed Restrictions. The Founder, as the grantor of deeds within Florence Gardens, has recorded an instrument immediately prior to this Declaration known as the Master Deed Restrictions. The Master Deed Restrictions, which apply to all deeds and conveyances granted within Florence Gardens, are intended to ensure the proper application of the Florence Gardens Design Standards during the development stage and to impose other restrictions designed to further the development of the Neighborhood.

1.16 Master Plan. The Master Plan is the initial plan for the development of the Master Plan Area. The Master Plan is subject to reasonable change based on market conditions, governmental requirements and other modifications that may be made as development progresses.

1.17 Master Plan Area. As further defined in the Master Deed Restrictions, the Master Plan Area comprises approximately 355 acres intended for development as a single, unified neighborhood development to be known as Florence Gardens.

1.18 Member. Each Owner is a "Member" of the Association, as provided in Articles VI and VII of this Declaration.

1.19 Mortgagee. A "Mortgagee" is any institutional lender that holds a bona fide first mortgage encumbering a Parcel as security for the performance of an obligation. The term "institutional lender" specifically includes a bank, savings and loan association, a mortgage lending company, an insurance company, and the Federal National Mortgage Association or similar agency.

1.20 Neighborhood. The "Neighborhood" is the real property described on ***Exhibit A.*** The Neighborhood shall also include any additional property added by Supplemental Declaration.

1.21 Neighborhood Meeting. The "Neighborhood Meeting" is the public meeting of Members for discussion and voting, as described in Article VII.

1.22 Owner. "Owner" is the record owner, whether one or more persons or entities, of the title to any Parcel within the Neighborhood. Owners shall not include those having such interest merely as security for the performance of an obligation.

1.23 Parcel. A "Parcel" is the smallest piece of real property that may be separately conveyed. A Parcel may be a Lot (whether or not improved by a Building), a Special Use Parcel, or certain Residential Units such as condominium units.

1.23 (a) Plat. The official map or plat of Florence Gardens or any part thereof.

1.23 (b) Property. Property as used herein shall be the land subject to these covenants as same may be amended from time to time. The initial Property is described on Exhibit "A" attached hereto and made a part hereof by reference. The Property size and configuration may be amended by annexation, sale, addition, supplement or deletion in the discretion of Founder.

1.24 [Intentionally Deleted]

1.25 Residential Unit. A "Residential Unit" is an individual Residential Unit and shall include a townhouse or other attached Residential Unit (such as each half of a duplex unit), an apartment or condominium unit, a Residential Unit within a mixed-use building, or an assisted living facility unit (but not a nursing home). Residential Units may be established at the discretion of the Founder.

1.26 Special Use Parcel. A "Special Use Parcel" is a Parcel of unconventional size, shape, location or use that calls for special design considerations. Typically, a Special Use Parcel will be used for commercial purposes, multi-family residential or Neighborhood or recreation facilities or such other use as the Founder establishes from time to time.

1.27 Supplemental Declaration. "Supplemental Declaration" is any declaration that may be recorded by the Founder or the Association in accordance with Article II to add Additional Property to the Neighborhood.

1.28 Zone. "Zones" are smaller, contiguous areas within the Neighborhood of distinct building type, character or within a specific location. The Founder, in its sole discretion, my elect to develop or utilize Zones in the development of Florence Gardens and the Neighborhood. The Founder or its assigns shall form and establish zones as it deems necessary. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone.

ARTICLE II:
Property comprising the Neighborhood

2.1 Property. The real property that shall be held, transferred, conveyed, leased and occupied subject to this Declaration consists initially of that real described on *Exhibit A*.

2.2 Development Plan.

(a) Property. The property that comprises the Master Plan Area is intended for development as a single, unified neighborhood development and is intended to include

both residential and commercial properties. Portions of the Master Plan Area that are primarily commercial may be submitted to this Declaration in accordance with Section 2.3, or may be submitted to a separate declaration and maintained by a separate association. The number and type of associations shall be determined by the Founder or its assignees.

2.3 Additional Property.

(a) By the Founder. The Founder shall have the right, but not the obligation, for a period of thirty (30) years from this date, from time to time in its sole discretion, to add to the Neighborhood any part of the Master Plan Area as "Additional Property." This reserved development right may be exercised with respect to different portions of the Master Plan Area at different times. No assurances are made as to the boundaries of those portions or order in which the portions will be added. Exercising any development right in any portion of the Master Plan Area does not necessarily mean the right will be exercised in the remainder of the Master Plan Area.

The Founder may also add to the Neighborhood contiguous property, or property any portion of which is within one mile of any portion of the Neighborhood (including any property separated from the Neighborhood by a public street, body of water or other property) or any other property with a reasonable relationship to the Neighborhood. The Founder may also add individual Residential Units (such as apartments or condominium units above stores or offices) that are within primarily commercial portions of the Master Plan Area, even if the land surrounding the units is not added.

(b) By Members. Additional property of any type may be added to the Neighborhood by a majority vote of the Board. The Founder must approve of the addition of any additional property so long as it owns any of the Master Plan Area or any of Florence Gardens.

(c) Supplemental Declaration. A Supplemental Declaration adding the additional property shall become effective upon being recorded in the county's public records.

(d) Special Provisions. The Supplemental Declaration may modify or add to the provisions of this Declaration if needed to reflect the different character of the additional property. A Supplemental Declaration may define Zones; may designate certain Commons as "Zone Commons" for the use of certain Zones; and may create an assessment procedure by which certain Zones are assessed separately for Zone Commons. However, no such Supplemental Declaration shall deny use of existing Commons to those Owners who had such right prior to the recording of the Supplemental Declaration. If individual Residential Units that are within primarily commercial portions of the Master Plan Area are added, the amount of assessments to be paid by such

units may be reduced, based upon a reasonable estimate of the units' usage of the Commons as determined by Founder or its successors and assigns.

2.4 [Intentionally Deleted]

2.5 Zones.

(a) Intent. Zones are intended to provide a flexible means for providing additional maintenance or capital improvements for a small portion of the Neighborhood that has special needs. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone.

(b) Designation. Zone boundaries may be designated at the time of the addition of the property by Supplemental Declaration during the Development Period, or at any later time by the Board.

(c) Characteristics. To the extent reasonably possible, all Parcels on both sides of a street shall be included within the same Zone. Separate Zones may be created if the street is interrupted by cross streets, by changes in topography or by Commons, or if Parcels on opposing sides of the street are of significantly different character. During the Development Period the Founder shall make all determinations concerning Zones.

ARTICLE III:
Easements

3.1 Easements in Favor of the Association. The Founder hereby reserves for the Association and its assigns the following easements, which shall benefit the Neighborhood, the Founder or its successors and assigns:

(a) Utility Easements. A blanket easement upon, across, over, through, and under the Neighborhood for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. These systems include, but are not limited to, water, sewer, irrigation systems, drainage, electricity and other equipment. By virtue of this easement the Association, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Parcel. During the Development Period this easement may be altered, terminated, amended or assigned as Founder deems appropriate.

(b) Police Powers. A blanket easement throughout the Neighborhood for private patrol services, and for police powers and services supplied by the local, state and federal governments. The reservation of such easement does not imply that any such service shall be provided.

(c) Drainage, Erosion Controls. A blanket easement and right on, over, under and through the ground within the Neighborhood to inspect, maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements. The Association shall notify affected Owners (except in an emergency) and shall restore the affected property to its original condition as nearly as practicable.

(d) Encroachment. An easement for any improvements constructed on the Commons which encroach on any Parcel, whether due to any minor deviation from the subdivision plat of the Neighborhood or the settling or shifting of any land or improvements.

(e) Maintenance of Commons. To the extent reasonably necessary, an easement over any Parcel for maintenance of the Commons and Limited Commons.

3.2 Relationship between Lots.

(a) Intent. The design for Florence Gardens is intended to maximize land usage and sense of Neighborhood by providing squares and parks while also offering smaller but private yards for individual use. As provided by the Florence Gardens Design Standards, certain buildings within the Neighborhood may be attached as townhouses, or may be detached but placed on or near the property line. The easements in this Section 3.2 are intended to provide guidelines for reasonable cooperation between neighbors. The Association and/or Founder may make rules for maintenance and use of easement areas and shared improvements that shall be applied uniformly to all Lots similarly configured.

(b) Lot Lines. Lots may not be subdivided or separated into smaller Lots, or any portion of a Lot separately conveyed, except by the Founder or with the specific consent of the Florence Gardens Design Review Committee. However, this shall not prohibit corrective deeds or similar corrective instruments. The Founder may redefine Lots prior to sale by dividing or combining Lots or portions of Lots and adjusting the boundary of a Lot. The Founder shall also have the right to modify subdivision plats of the Neighborhood to make adjustments to Lot boundary lines with consent only of those Owners whose Lot boundaries are to be changed. The division or combination of Lots may be subject to zoning or other governmental regulation, which may require, among other things, that the number of Residential Units not be reduced if Lots are combined.

(c) Party Walls. Each Owner grants to the Owner of each adjacent Parcel the right and easement to maintain and to utilize any exterior or interior wall of a Building that forms a party wall between them. A wall will be considered a party wall only if it serves to separate Parcels on their property line. Maintenance of the surface of the party wall shall be the sole responsibility of the Owner whose Building faces such wall. Each Owner shall be liable and responsible if, in connection with that Owner's use and

maintenance of the party wall, the Owner damages the adjacent Owner's Lot or the wall itself. The cost of any other repairs to the party wall shall be shared equally by the adjacent Owners.

(d) Exterior Walls along a Lot Line. An exterior wall which supports the Building on only one Lot, or which encloses a courtyard on one Lot, shall not be considered a party wall. The Association may make rules and regulations concerning use and maintenance of such walls, including assigning responsibility between the adjoining owners for all insurance requirements, painting and repair and granting access over the adjoining Lot as reasonably necessary to maintain the wall. All such maintenance and repair shall be in accordance with the Florence Gardens Design Standards.

(e) Yard Easements. To allow most efficient use of a Lot while complying with governmental setback requirements, a portion of a Lot along a Lot line may be subject to an easement for use by the adjoining Lot Owner. Such easements may be designated on the plat, the Florence Gardens Design Standards or on the deed from the Founder to the first Owner other than the Founder. Such use easements may be up to four feet wide and shall run along a boundary line, but shall not encroach upon more than one boundary line. In addition, the Owner of such a Lot subject to an easement shall be the beneficiary of a similar easement along another portion of the Lot, unless the Lot is a corner Lot or is larger than the surrounding Lots. Subject to regulation under the Florence Gardens Design Standards, the beneficiary of such an easement shall have the use and maintenance responsibility for the easement area and may place air-conditioning equipment, fences, decks or patios and other fixtures (but not a primary structure) upon the easement area.

(f) Roof Overhang; Footings. For certain building types, such as sideyard or zero-lot-line houses, which are to be built along a property line, the Florence Gardens Design Standards may permit roofs, gutters, soffits and downspouts to overhang this property line, and may allow footings and rain leaders to intrude below the surface of the same property line. To the extent allowed by the Design Standards and local governmental regulations the adjacent property shall be subject to an easement for such intrusion. However, roofs, gutters, downspouts and rain leaders may not discharge water onto adjacent property.

(g) Townhouse or Row house Roof. If a townhouse or row house wall or parapet is constructed along or very near the property line, the owner of the townhouse or row house to be constructed on the adjacent property shall have the right to flash into the existing building, in accordance with industry standards and in order to make the new building watertight. This right shall include the right to make minor cuts on the existing building and to secure flashing or other materials to the existing building, so long as the structural integrity and watertightness of the existing building is not impaired. The cost for flashing shall be incurred by the owner of the new building, but the maintenance of this connection shall be a shared expense between adjacent property owners.

ARTICLE IV:
Commons

4.1 Title.

(a) Association-Owned Commons. The Association shall hold title to certain Commons or Common Area, including in certain instances Limited Common Area. For those portions of the Commons that consist of easements and other rights, the Association shall be the holder of those rights.

(b) Additional Commons. The Founder may convey to the Association additional Commons that the Association shall accept for maintenance.

4.2 Maintenance; Capital Improvements.

(a) Generally. The Association shall be responsible for the management, control and improvement of the Commons, including the Limited Commons, and shall keep the Commons attractive, clean and in good repair.

(b) Capital Improvements. Subject to design review, the Association may make capital improvements to the Commons and may modify the uses of the Commons. For example, the Association may add new recreational facilities (which improvements must be approved in accordance with the architectural review provisions of the Master Deed Restrictions). Expenses for substantial capital improvements must be approved in accordance with Section 8.6.

4.3 Owners' Easements of Access and Enjoyment.

(a) Commons. The Founder hereby grants and conveys to every Owner a right and easement of appropriate use and enjoyment of the Commons, subject to the Association's right of regulation in accordance with this Declaration and the Founder's right to use the commons as provided in paragraph 4.4 (C), and subject also to any limitations contained in the conveyance of those Commons to the Association. These easements shall be appurtenant to and shall pass with title to every Parcel. Only certain Owners shall have a right of easement and use as to the Limited Commons.

(b) Tenants, Guests. Any Owner may delegate, subject to the provisions of this Declaration, the Bylaws and the Rules and Regulations, his right to enjoyment to the Commons to the members of his family, his tenants or his guests who reside on the Parcel or are accompanied by the Owner. The Association may adopt rules to prohibit or restrict use of the Commons recreational facilities by a non-resident Owner whose Residential

Unit has been leased to a tenant, except when the Owner is a bona fide guest of the tenant.

4.4 Use of Commons.

(a) Members' Benefit. The Association shall maintain the Commons for the benefit of its Members.

(b) Non-Members. The Association may permit limited use and access for all or a portion of the Commons that are not dedicated to the public, through the sale of club memberships or other fees. Any such revenue shall benefit the Association.

(c) Open-Air Market and Festivals. The Founder reserves, for itself or its various assigns, the right to use portions of the Commons as an open-air market for the rental of space for pushcarts, kiosks, stands or similar temporary sales structures. Such uses may be for special events or on a recurring or daily basis. Founder also reserves, for itself of its various assigns, the right to use portions of the Commons for festivals or other events intended to enrich and enliven the Neighborhood. Founder further reserves a right of access through the Commons for all such purposes. Founder may, but is not obligated to, assign such rights to the Association at any time.

(d) No Commercial Use. Except as specifically permitted by this Declaration, there shall be no commercial use of the Commons, nor shall the Commons be subdivided or sold. Notwithstanding the foregoing, Founder, during the Development Period, shall have the right to change the use, designation and configuration of the Commons.

4.5 Neighborhood Road Regulation. To the extent permitted by Florence Gardens, the Association may make rules and regulations concerning driving and parking within the Neighborhood, and may construct traffic calming devices as approved by the Design Review Committee, post speed limit or other traffic signs and take any other reasonable measures to discourage excessive speed and encourage safe driving on the Neighborhood Roads. To the extent permitted by Florence Gardens and applicable law the Association may enforce any violation in accordance with Section 11.8 and may tow offenders.

4.6 Surface Water or Stormwater Management System. The Association shall have the power and duty to maintain proper drainage within the Neighborhood. In the exercise of this power and duty, the Association shall have a blanket easement and right on, over, under and through the ground within the Neighborhood to maintain and to correct drainage of surface water. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements.

4.7 Damage or Destruction of Commons by Owner. If any Owner or any of the Owner's guests, tenants, licensees, agents, employees or members of his family damages

any of the Commons as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. If the damage was intentional and not the result of a reasonable accident, the cost of repair shall be the responsibility of that Owner and shall become an Individual Parcel Assessment payable by the responsible Owner. The Association may, but is not required to, seek compensation for intentional damage from the guest, tenant or other party who caused the damage, in which case the Owner shall be jointly and severally liable.

4.8 Limitation of Liability. Each Owner, by taking title to a Parcel, and the Association by its joinder in the Declaration and each person using any such facility agrees that neither Founder nor any entity designing, constructing, owning, operating or managing the Commons and Limited Commons shall be liable to the Owner or the Association or any invitee of the Owner or the Association for any loss or damage for personal injury, damage to property, trespass or any other alleged wrong attributable to the Commons or the Limited Commons or to the usage thereof. This release of liability shall apply without limitation, to any such claim arising in whole or in part from the negligence of Founder or any other entity or person designing, constructing, managing, operating or owning the Commons and Limited Commons. Each Owner and the Association agree to indemnify and hold harmless Founder and any other entity designing, constructing, managing, operating or owning the Commons and Limited Commons against all claims by their respective guests, invitees or licensees with respect to any claims above described. The provisions of this Section shall apply to the Commons and Limited Commons as originally designed and constructed and as same may be altered in design, layout and construction from time to time.

ARTICLE V:
Neighborhood Planning and Administration of The Design Standards

5.1 Master Deed Restrictions. The Master Deed Restrictions establish the Florence Gardens Design Standards as the guide for all construction within the Master Plan Area and create the Florence Gardens Design Review Committee. All construction or modification of any building or other improvements, any tree removal or landscaping or any material alteration of the topography of any Lot or Commons must be approved in advance by the Florence Gardens Design Review Committee.

5.2 Binding Effect. The Master Deed Restrictions, which are recorded in the public records, are binding upon all of the property in the Master Plan Area. Unless a notice is recorded specifically to the contrary, the submission of additional property to the Declaration for Florence Gardens shall automatically extend the provisions of the Master Deed Restrictions to the additional property.

5.3 Assignment to Association. The Master Deed Restrictions provide for the Founder's enforcement of the Florence Gardens Design Standards during the

Development Period. At the end of the Development Period, the Founder shall assign to the Association its rights to enforce the Florence Gardens Design Standards, as provided in the Master Deed Restrictions. Upon such assignment or if for any reason the Founder is unable or unwilling to perform its powers under Articles I and II of the Master Deed Restrictions, the provisions of Articles I and II of the Master Deed Restrictions shall become part of this Declaration as if originally included. At that time, the Association shall have and assume the responsibility of appointing members of the Florence Gardens Design Review Committee and enforcing all violations of Articles I and II of the Master Deed Restrictions with all of its powers under the Master Deed Restrictions and this Declaration.

ARTICLE VI:
Owners' Association

6.1 Duties. The Association shall maintain, repair and replace the Commons, shall enforce the terms of this Declaration, and shall perform all other duties required by this Declaration or by Mississippi law, and by other government entities having jurisdiction.

6.2 Additional Powers. To the extent permitted by governmental authorities, the Association may, but is not obligated to, and as further limited by exclusive reservations in favor of the Founder, provide the following services or engage in the following activities:

(a) water, sewer, irrigation systems, drainage, telephone, electricity, television, security, cable television or communication lines and other utility services; supply of irrigation water; garbage and trash collection and disposal; laundry equipment or service;

(b) insect and pest control; improvement of vegetation and wildlife conditions; forestry management, pollution and erosion controls;

(c) emergency rescue, evacuation or safety equipment; fire protection and prevention; lighting of Neighborhood Roads which are not dedicated roads or lighting of dedicated roads; restricted or guarded entrances, traffic and parking regulation and security patrols within the Neighborhood;

(d) transportation; day care and child care services; landscape maintenance; recreation, sports, craft and cultural programs; and newsletters or other information services;

(e) maintenance of easement areas, public rights-of-way, sidewalks, drainage areas, traffic signage and other public or private properties located within reasonable

proximity to the Neighborhood if its deterioration would affect the appearance or safety of, or access to the Neighborhood, or as otherwise agreed to by the Association; and

(f) any other service allowed by law to be provided by a homeowners' association organized under the appropriate governing law.

The Board may, by majority vote, initiate or terminate any of the above services, which shall take effect sixty (60) days after notice to the Members, except in an emergency. As determined by the Board depending upon the nature of the service, such additional services may be part of the common expenses of the Association, may be assessed as an Individual Parcel Assessment to affected Parcels, or may be provided on a fee-for-service or other reasonable basis. If requested by petitions signed by at least 10% of the Members, a Neighborhood Meeting may be called and, if a quorum is present, the Board's action to initiate or terminate an additional service under this Section 6.2 shall be repealed by majority vote of the Members. Upon such repeal, the Board may not re-institute or terminate the service for five years unless also approved by majority vote of the Members.

6.3 Contracts. The Association may contract with any party, including the Founder, or any affiliate of Founder or any entity in which Founder owns an interest, for the performance of all or any portion of the management of the Association and its maintenance, repair obligations and other services. The cost of the contracts shall be included within the General Assessment, Special Assessment, or Individual Parcel Assessment as applicable. The Association may require that Owners contract for certain routine yard maintenance, in order to provide a uniform level of care. The Association also may, but is not obligated to, act as agent for an Owner, if so requested by that Owner, to contract for routine maintenance and other services not required to be provided by the Association, the cost of which would be assessed to that Owner as an Individual Parcel Assessment. The terms and conditions of all such contracts shall be at the discretion of the Board.

6.4 Membership . The Members of the Association shall be and consist of every Person who is or who becomes, an Owner of record of the title to a Parcel and is included in the definition of an Owner hereunder. When more than one Person owns or holds an interest or interests in a Parcel, then all such Persons shall be Members.

6.5 Action by Members . The Association shall have two classes of voting Members. Class A Members shall consist of all Members, except the Founder. The Class B Member(s) shall be the Founder. Whenever any provision of this Declaration requires a vote of a specified percentage of the voting power of each class of Members, then such provision shall require a separate vote by the specified percentage of the voting power of the Class A Members and by the specified percentage of the voting power of the Class B Members. Whenever any provision of this Declaration requires a vote of a specified

percentage of the voting power of the Members, then such provision shall require a vote by the specified percentage of the combined voting power of all Members.

6.6 Members' Voting Rights . Except as otherwise specifically provided in the Articles or the Bylaws, the voting rights of the Members shall be as follows:

(a) Whenever a vote of the Class A Members is required or permitted under this Declaration, the aggregate voting power of all Class A Members shall be equal to the aggregate number of Lots owned by all Class A Members. Class A Members shall be entitled to cast one vote for each Lot owned by such Class A Members. When more than one Member owns or otherwise holds an interest or interests in a Lot, then the one vote cast for such Lot shall be exercised as such Members shall determine, but in no event shall more than one vote be cast with respect to any Lot except for condominium unit(s) as provided in Section 6.11 hereof. The vote for each Lot may not be divided or fractioned.

(b) Until such time as the Founder executes, delivers and files of record a relinquishment of its voting rights as a Class B Member hereunder, the Class B Members shall be the Founder who shall be entitled to one vote for each Lot owned by Founder and in addition two votes for each one vote of a Class A Member.

6.7 Membership Appurtenant to Real Property . The membership of both the Class A Members and the Class B Member shall be appurtenant to the ownership of a Lot. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance or alienation of the Lot to which the membership is appurtenant.

6.8 Voting Conflict Between Members . If the title to a particular Lot is owned of record by more than one Member, then the one vote appurtenant to such Lot may be exercised by any one of such Members, unless the other Members who own an interest in such title to the Lot shall object prior to the completion of voting upon the particular matter under consideration. In the event of any such objection, the one vote appurtenant to such Lot shall not be counted.

6.9 Termination and Reinstatement of Class B Members . If on any one or more occasions all Class B memberships should terminate or the Class B Member should relinquish its rights hereunder, and if after any such termination or relinquishment, the Founder, by annexation to the Property in accordance with the Declaration, should add additional property to the Property theretofore subject to the Declaration, then on each such occasion the status of the Founder as a Class B Member shall be fully reinstated with a full vesting of all rights previously relinquished, and following each such occasion, the Founder, or the nominee or nominees, if any, of the Founder, shall continue to be Class B Members with all rights vested herein until such time as the Founder

thereafter relinquishes such rights. Following each such reinstatement of the Class B memberships, for so long thereafter as the Class B memberships shall continue to exist, the Founder, and their nominee or nominees, if any, shall have all rights and powers of Class B membership, as herein provided.

6.10 Other Voting Provisions . The Articles and/or the Bylaws contain other provisions relating to voting rights of Members with respect to matters or issues unrelated to this Declaration, including, but not limited to, the election of individuals to the Board of Directors.

6.11 Condominium Unit(s). In the event a Residential Unit or other improvement constituting a condominium unit(s) is constructed on a Lot, then upon conveyance of the condominium unit(s), each Owner of the condominium unit shall be entitled to one vote appurtenant to such condominium unit; provided, however, in such instance there shall not be a vote appurtenant to the common areas which are a part of such condominium unit(s). In no event shall the total number of votes appurtenant to a Lot upon which condominium units are located exceed the number of condominium units on such Lot. Further, in the event an Owner of a condominium unit on a Lot owns more than one such condominium unit on the same Lot, then such Owner shall be entitled to only one vote for all condominium units owned by such Owner on the Lot.

6.12 Election of Board of Directors.

(a) Procedure. Elections shall be conducted in accordance with the Bylaws and procedures established by the then-current Board.

(b) Initial Selection by Founder; Selection during the Development Period. The Founder shall appoint and remove the initial officers and members of the Board and shall elect the Board during the Development Period. The Founder may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of the development period, in which case the Founder reserves the right to record an instrument specifying that, until the time Founder would have been required to end control of the Board, certain actions of the Association or Board must be approved by the Founder before they become effective.

6.13 Classes of Votes.

(a) Intent. It is anticipated that a single Owner, alone or with affiliates, may own condominiums or other Parcels and thereby control a significant number of votes, which could unduly influence the election of owner representatives from the remaining Parcels. Furthermore, if the Neighborhood includes a significant number of apartment units, it is deemed desirable that tenants participate in the operation of the Neighborhood.

(b) Block Vote. If, after the Development Period any Owner, alone or with affiliates, controls at least 20% of the votes of the Association, that Owner shall select

one member or 20% of the Board, whichever is greater, but shall not vote for any other members of the Board. If such Owner controls at least one third of the votes of the Association, that Owner shall select two members or one third of the Owner-selected members of the Board, whichever is greater, but shall not vote for any other members of the Board. In all membership votes other than election of Board members, such Owner shall be entitled to cast votes in the same manner as any other Owner. The Founder shall elect all board members during the Development Period.

(c) Tenants. Tenants within the Neighborhood may at any time form a Tenant Advisory Committee and may elect one delegate as a non-voting member of the Board of the Association. If, after the end of the Development Period the number of rental units equals at least one third of the total Residential Units in the Neighborhood, then the number of directors shall be increased so that tenants may elect one voting member of the Board of the Association.

(d) Calculation. For purposes of paragraph (b), the calculation of numbers of Board members shall not include the tenant delegate. For example, if a condominium or apartment building owner controlled one-third of the votes, the Board could comprise two members elected by the condominium or apartment building Owner, four members elected by other Owners, and one member elected by tenants.

6.14 No Compensation for Directors. Directors shall receive no compensation for their services unless expressly provided for in resolutions adopted by the Members, but may be reimbursed for expenses.

6.15 Additional Provisions. Additional provisions concerning the operation of the Association and the Board are contained in the Articles and Bylaws.

6.16 Limitation of Liability and Indemnification.

The Association shall indemnify every officer, director and committee member, Founder, Founder Members, Founder employees and agents against any and expenses, including counsel fees and expenses, reasonably incurred by or imposed upon such officer, director or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake or judgment, negligent or otherwise, except for their own individual willful malfeasance, misconduct, illegal activities, or bad faith. The officers, directors or committee members shall have no personal liability with respect to any contract or commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be

exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled.

ARTICLE VII:
Decision Making

7.1 Neighborhood Meeting.

(a) When called. After the Development Period the Neighborhood Meeting shall be called annually for the election of members of the Board, and whenever any action is required by this Declaration to be taken by vote or assent in writing of the Members. As a convenient reference and not as a limitation, actions requiring a vote of the Members, or assent in writing, include the following:

Annexation of Additional Property..... Section 2.3
Repeal of Additional Services .....Section 6.2
Election of the Board of Directors .....Section 6.12
Approval of General Assessments when increased more than 15%.....Section 8.4
Ratification of expenditures for capital improvements..... Section 8.6
Approval of Zone expenses ..... Section 8.7
Amendment of Declaration.....Section 13.1
Dedication of the Commons .....Section 13.2
Merger into, or Dedication of Commons to, Municipality .....Section 13.4
Termination of the Declaration.....Section 13.5

(b) Quorum. Voting at a Neighborhood Meeting requires presence of members representing the percentage of votes necessary to transact business. The necessary percentage is determined by the Bylaws, and if permitted by the Bylaws and by statute, the Board may revise this percentage from time to time.

(c) Notice. Notice of the meeting must be given to Members in accordance with Section 14.4 ("Notices") and in accordance with the Bylaws. Notice of meetings shall also be posted in at least one place within the Commons.

(d) Proxies; Electronic Voting. To the extent allowed by the Bylaws and statute, proxies and limited proxies may be used to establish a quorum and for voting purposes. To the extent allowed by law and in accordance with procedure that may be adopted in the Bylaws, a quorum may be evidenced, and votes may be cast, by electronic means.

7.2 Action without Meeting. If permitted by the Board, the membership may approve any matter (specifically including the election of directors) by a written vote conducted by mail, by electronic ballot, or by written consent without a meeting. Notice may be

waived in the event of an emergency. Voting or consents shall be in accordance with the Bylaws and statute. Wherever used in this Article, "electronic means" or "electronic ballot" shall specifically include e-mail and, upon approval of the Board, other similar means of communication which may be developed in the future.

7.3 Board Meetings.

(a) Board's Responsibility. Except as specifically provided in this Article or elsewhere in this Declaration, the Board has been delegated the power, and shall have the authority to act on behalf of the Association and to make all decisions necessary for the operation of the Association, the enforcement of this Declaration and the care of the Commons.

(b) Quorum. Voting at a Board meeting requires presence of at least one-half of the directors, in person or telephone conference or, if allowed by law, by proxy. If permitted by law, any action required to be taken by vote of the Board may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) by obtaining the written approval of a majority of the Board. With the approval of all directors, meetings may be conducted by electronic means.

7.4 Record Keeping. The Board shall keep a record of all meetings, both of the Board and of the Association. For each action taken, the record shall state the vote and a description of the action approved, and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by any Member.

7.5 Approval. Wherever used in this Declaration, approval by a majority or other proportion of the Members refers to a vote in accordance with this Article, either at a properly called Neighborhood Meeting or through a voting procedure established under Section 7.2. Where the Declaration specifies consent in writing, or request in writing, by a majority or other proportion of all Members, then the necessary number is based on the number of votes represented by the total Membership of the Association, and signatures may be collected without a Neighborhood Meeting or other voting procedure.

ARTICLE VIII:
Association Budget

8.1 Fiscal Year. The fiscal year of the Association shall begin January 1 of each year and end on December 31 of that year, unless the Board selects a different fiscal year.

8.2 Budget Items. The budget shall estimate total expenses to be incurred by the Association in carrying out its responsibilities. These expenses shall include, without limitation, the cost of wages, materials, insurance premiums, services, supplies, taxes,

licenses, fees and other expenses for the rendering of all services required by this Declaration or properly approved in accordance with this Declaration. The budget may also include reasonable amounts, as determined by the Board, for working capital for the Association and for reserves. If the Commons are taxed separately from the Parcels, the Association shall include such taxes as part of the budget. Fees for professional management of the Association, accounting services, legal counsel and other professional services may also be included in the budget.

8.3 Reserves. The Association may build up and maintain reserves for working capital, contingencies and replacement, which shall be included in the budget and collected as part of the annual General Assessment. Extraordinary expenses not originally included in the annual budget that may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority vote of the Members. If the reserves are inadequate for any reason, including nonpayment of any Member's assessment, the Board may at any time levy an emergency assessment in accordance with the provisions of Section 10.4 ("Special Assessment"). If there is an excess of reserves at the end of the fiscal year and the Board so determines, the excess may be returned on a prorated basis to all Members who are current in payment of all assessments due the Association, or may be used to reduce the following year's assessments, at the Board's discretion.

8.4 Preparation and Approval of Annual Budget.

(a) Initial Budget. The Founder shall determine the budget for the fiscal year in which a Parcel is first conveyed to an Owner other than the Founder. The Founder is authorized to establish an assessment for the first year and collect same at the closing and conveyance of the Lot to an Owner.

(b) Subsequent Years. Beginning with the year in which a Parcel is first conveyed to an Owner other than the Founder and each year thereafter, at least one month before the end of the fiscal year, the Board shall, by majority vote, adopt a budget for the coming year and set the annual General Assessments at a level sufficient to meet the budget. At least two weeks before the fiscal year to which the budget applies, the Board shall send to each Member a copy of the budget in reasonably itemized form, which shall include the amount of General Assessments payable by each Member.

(c) Approval. If General Assessments are to be increased to greater than 115% of the previous year's General Assessment which was not a year in which General Assessments were guaranteed in whole or in part by Founder, and petitions signed by at least 10% of all Members request review within thirty (30) days after the budget is delivered to Members, the Board shall call a Neighborhood Meeting to present the budget and to answer any questions. After presentation, the budget shall be deemed approved unless the percentage required to transact business is present and the budget is rejected by

a majority of the Members present. If the budget is rejected, the Board shall approve a new budget within ten (10) days and send a copy to each Member.

8.5 Effect of Failure to Prepare or Adopt Budget. The Board's failure or delay in preparing or adopting the annual budget for any fiscal year, or review of the budget under paragraph 8.4 (C), shall not waive or release a Member's obligation to pay General Assessments whenever the amount of such assessments is finally determined. In the absence of an annual Association budget each Member shall continue to pay the assessment at the rate established for the previous fiscal period until notified otherwise.

8.6 Capital Improvements. Any substantial capital improvement to the Commons approved by the Board must be ratified by a majority of the Members. If the substantial capital improvement is approved by the Members, the Board shall determine whether it shall be paid from General Assessments or by Special Assessment. A capital improvement shall be considered substantial if the cost to the Association of the improvement is more than six percent (6%) of the Association's annual budget, or if, when added to other capital improvements for the fiscal year, totals more than ten percent (10%) of the Association's annual budget. However, any repair or replacement of existing improvements shall not be considered a capital improvement. Approval of the Florence Gardens Design Review Committee is required for all capital improvements. This section shall not limit the right of the Founder to make improvements to the Commons.

8.7 Zone Expenses.

(a) Capital Improvements. Any Zone may, by two-thirds (2/3) vote of the Members within that Zone and approval of the Board, vote to assess themselves for capital improvements to Commons which will primarily benefit that Zone.

(b) Additional Services. Any Zone may, by majority vote of the Members within that Zone and approval of the Board, vote to assess themselves for maintenance or services in addition to those normally provided by the Association.

(c) Combined Zones; Smaller Groups. Zones may be combined or join together for such assessments. If more than one Zone is to vote, the Board shall determine whether approval and assessment is to be by Zone or by the combined group of Zones. If a group smaller than a Zone wishes to be assessed for capital improvements or services, all of those being assessed must agree to the assessment.

(d) Assessment Levy. Any assessment so approved shall be assessed to all Owners within that Zone or designated group as an Individual Parcel Assessment. Assessments may be collected at the time of the sale to the first non-Founder owner.

(e) Limited Common Area Assessment. Notwithstanding anything contained herein to the contrary, the Owners located adjacent to or affected by the Limited

Common Area shall be subject to and pay a Limited Common Area Assessment for the cost of maintenance of the Limited Common Area and related expenses. This Limited Common Area Assessment is automatic and can not be waived or voted out by the Owners.

8.8 Accounts. Reserves shall be kept separate from other Association funds, either in a single account for all reserves or separated by purpose. All other sums collected by the Board with respect to Assessments and charges of all types may be commingled in a single fund.

ARTICLE IX: Allocation of Expenses

9.1 Generally. The common expenses of the Association shall be generally allocated among Parcels on a pro-rata basis, with each Parcel responsible for and being assessed an equal amount for the General Assessment. This method of assessment shall apply to residential Lots in the Neighborhood upon which are built individual residential units. Parcels which consist of other types of residential units such as apartments or condominiums may be assessed in a different manner, as determined and set forth in a Supplemental Declaration within which condominiums, apartments or other such uses are planned. Founder shall in it sole discretion set and determine the method and allocation of Assessments for such other uses in said Supplemental Declarations.

9.2 [Intentionally Deleted]

9.3 Special Use Parcels. Assessments for Special Use Parcels shall be determined by the Founder based on the anticipated use of the parcel.

9.4 Exempt Parcels. Parcels that are used by non-profit entities primarily for the benefit of residents of the Neighborhood may have a zero allocation, at the discretion of the Founder. The Founder may grant such exempt status of record at any time up to and including the time of conveyance of the parcel to someone other than the Founder. Once granted, such exempt status shall continue so long as the use of the Parcel remains substantially the same. The Association also has the authority to grant exempt status for qualified entities upon terms and conditions established by the Association.

9.5 Additional Property. If Parcels of substantially different size or use are created within Additional Property, the Founder may by Supplemental Declaration establish a different relative value for those Parcels based on a reasonable determination of the expected usage levels consistent with the determination for other properties within the Neighborhood. If individual Residential Units which are within primarily commercial portions of the Master Plan Area are added and the property surrounding such units is not

added, the amount of assessments to be paid by such units may be reduced, based upon a reasonable estimate of the units' usage of the Commons.

ARTICLE X: Covenants for Maintenance Assessments

10.1 Obligation for Assessments. The Founder, for each Parcel or Lot owned within the property submitted and subject to this Declaration or Supplemental Declaration hereby covenants for each subsequent Owner, and each Owner of any Parcel of Lot by acceptance of a deed or other transfer instrument, whether or not it shall be so expressed in such instrument, is deemed to covenant and agree to pay to the Association the following (to be known collectively as "Assessments"):

(a) General Assessments for expenses included in the budget,

(b) Special Assessments for the purposes provided in this Declaration,

(c) Individual Parcel Assessments for any charges particular to that Parcel, including, but not limited to assessments for use and maintenance of Limited Common Area, and

(d) other Assessments as allowed in the Declaration,

together with a late fee and interest, as established by the Board, and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought. Upon default in the payment of any one or more installments, the Board may accelerate the entire balance of such Assessment, which shall be declared due and payable in full. The assessment may be collected at the time the Lot is conveyed to the Owner or non-Founder party or entity.

10.2 Allocation of Common Expenses. Expenses shall be allocated among the Parcels on a pro-rata basis as provided in Article IX ("Allocation of Expenses").

Notwithstanding any provisions in this Article to the contrary, Founder, so long as it owns a Lot shall have a choice of payment of its share of the Assessments. It may in its sole determination either (a) pay the difference in the amount of the receipts due from Owners and the amount of the actual costs of operations, or (b) it may pay the full annual Assessment for each Lot is owns.

In the event that any financial deficiency occurs in the operation of the Association as a result of the non-payment of Assessments by Owners who owe the Assessment but have

not paid them, the Founder may, but is in no way obligated to do so, advance these sums temporarily to the Association. In such event, the advance will be considered a loan from the Founder and the Association and each Owner and Member of the Association is liable for the repayment of that loan on terms acceptable to the Founder including reasonable interest

10.3 General Assessments.

(a) Establishment by Board. The Board shall set the date or dates such assessments become due and may provide for collection of assessments annually or in monthly, quarterly or semiannual installments. Notwithstanding the foregoing, the Founder may set, estimate and collect assessments at the time of the conveyance of a Lot or Parcel to an Owner in the manner as set forth below.

(b) Date of Commencement. The annual General Assessments shall begin on the day of conveyance of the first Parcel to an Owner other than the Founder. The initial Assessment on any Parcel subject to assessment shall be collected at the time title is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the pro-rata share of the annual General or Special Assessment charged to each Parcel, prorated to the month of closing.

10.4 Special Assessment. In addition to the General Assessment, the Board may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four succeeding years as follows:

(a) Capital Improvements. Any substantial capital improvement that has been approved in accordance with Section 8.6 ("Capital Improvements") or any capital improvement not required to be approved by the Members may be paid by Special Assessment.

(b) Emergency Assessment. By a two-thirds (2/3) vote, the Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense which this Declaration or the law requires the Association to pay (including, after depletion of reserves, any unexpected expenditures not provided by the budget or unanticipated increases in the amounts budgeted).

10.5 Individual Parcel Assessments. The Association may levy at any time an Individual Parcel Assessment against a particular Parcel for the purpose of defraying, in whole or in part, the cost of any special services to that Parcel, for expenses approved by that Zone in accordance with Section 8.7, or any other charges designated in this Declaration as an Individual Parcel Assessment, including charges relating to use and maintenance of Limited Common Area.

10.6 Capital Contribution. At the closing and transfer of title of each Parcel to the first Owner other than the Founder or the builder, and at all subsequent transfers of title, the purchaser of the Parcel shall contribute an amount equal to at least six months of annual Assessments. The exact amount of the capital contribution shall be determined by the Founder during the Development Period and the Board thereafter. This capital contribution, which shall be enforceable in the same manner as an Assessment, shall be deposited in the general funds of the Association for capital expenses of the Association and for working capital for the Association, and shall not be considered a pre-payment of Assessments. This capital contribution is separate and apart from Assessments. The Founder may also determine to collect tax assessments as a lump sum or other method

10.7 Effect of Nonpayment of Assessment; Remedies

(a) Personal Obligation. All Assessments, together with any late fee, interest and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought (collectively, the "Assessment Charge") shall be the personal obligation of the person or entity who was the Owner of the Parcel at the time when the assessment was levied, and of each subsequent Owner. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Parcel. Notwithstanding the foregoing, the Founder's Members shall not be held personally liable for any Assessment Charge owed by the Founder.

(b) Creation of Lien. The Assessment Charge shall also be charged on the land and shall be a continuing lien upon the Parcel against which the Assessment Charge is made, which may be enforced upon recording of a claim of lien. This lien, in favor of the Association, shall secure the Assessment Charge which is then due and which may accrue subsequent to the recording of the claim of lien and prior to entry of final judgment of foreclosure. Any subsequent owner of the Parcel shall be deemed to have notice of the Assessment Charge on the land, whether or not a lien has been filed. Notwithstanding the foregoing, any Assessment Charge due on any property owned by Founder shall not be a lien and may not be enforced upon recording of a claim of lien.

(c) Suit for Payment; Foreclosure of Lien. The Association and/or Founder may bring an action at law against the Owner personally obligated to pay the Assessment Charge, or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Parcel foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage and convey the Parcel.

(d) Other Remedies. The Association and/or Founder have the right to assess fines and suspend the voting rights and right to use of the Commons by an Owner for any period during which any Assessment against his Parcel remains unpaid. The Association and/or Founder may bring such action at law or in equity or both as shall allow for the

complete enforcement of this Declaration. Notwithstanding the foregoing, Founder may not lose the right of use of any of the Commons for itself, its employees or agents.

10.8 Transfer Fee and Certificate of Payment. Upon the sale or other transfer of any Parcel (other than the sale of Parcel by the Founder) there shall be paid to the Association a "Transfer Fee" equal to one dollar ($1.00) for every ten thousand dollars ($10,000.00) of the purchase price of the Parcel (including the cost of the improvements constructed thereon). This Transfer Fee shall be remitted to the Association immediately following the closing of the sale or other transfer of a Parcel, together with the full name and address of the new Owner of the Parcel.

Also, prior to the sale of any Parcel in the Neighborhood, the closing attorney or other party handling the closing of the sale and purchase must contact the Association to determine the status of the Assessments against the property and similar matters and to receive a certificate of payment. This procedure must be followed for any sale or transfer of a Parcel in the Neighborhood.

The treasurer of the Association, upon request of any Owner, shall furnish a certificate signed by a member of the Board stating whether any assessments are paid to date by that Owner. Such certificate, when co-signed by the secretary of the Association, may be relied upon by a good faith purchaser or mortgagee as conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE XI:
Use of Parcels

The following covenants are designed to protect the quality of life for all Owners within the Neighborhood and to set a standard for reasonable cooperation within the Neighborhood.

11.1 Permitted Uses.

(a) Determination. Permitted uses for Parcels, which may include residential use, civic use or retail, office, restaurant, hotels, bed and breakfasts, health spas, private clubs, recreational use or other commercial use, shall be determined based on the Florence Gardens Design Standards and the plat, subject to the zoning requirements of the appropriate governmental agency or entity. At the Founder's discretion, the Founder shall make the determination of record at the time of the Parcel's addition to the Neighborhood, or at any time up to and including the time of conveyance of the parcel to someone other than the Founder. If the Founder fails to make such a determination of record, the Florence Gardens Design Standards, or the approval of the Building or modification under this Declaration, may describe permitted uses.

(b) Home-based Businesses. Unless prohibited by law, home-based businesses that do not generate significant noise, odor, parking problems, increased traffic or which encourages vehicles other than automobiles (as defined herein), shall be

permitted in any residential area. Signage for home-based business shall be regulated under the Florence Gardens Design Standards. The type of home-based business allowed and/or encouraged in Florence Gardens shall be determined by the Board of Directors in its sole discretion. The Board's decision is final, not appeasable to any court or other authority and may be arbitrary and capricious.

11.2 Prohibited Uses.

(a) Nuisances. No nuisance or other use that creates an unreasonable disturbance shall be permitted on any Parcel. The Association and/or Founder may from time to time define and determine unacceptable uses.

(b) Insurance. Nothing shall be done or kept on any Parcel or the Commons that will increase the rate of, or result in cancellation of, insurance for the Commons or any other Parcel or its content, without the prior written consent of the Association.

(c) Soliciting. The Association may regulate or prohibit soliciting within the Neighborhood.

(d) Time Sharing. No time-share ownership of Parcels is permitted without the Association's approval. For this purpose, the term "time-share ownership" shall mean a method of ownership of an interest in a Parcel under which the exclusive right of use, possession or occupancy of the Parcel circulates among the various owners on a periodically reoccurring basis over a scheduled period of time. Leasing a building or ownership of a Parcel by a corporation, partnership or other entity or by not more than four individuals or married couples will not normally be considered time-share ownership, unless otherwise determined in the Association's sole discretion.

11.3 Attractiveness and Safety of Parcels.

(a) Generally. Each Owner shall keep all parts of his Parcel in good order and repair and free from debris. The Florence Gardens Design Standards or the Association may regulate placement and maintenance of garbage and trash containers and fuel or gas storage tanks (including the prohibition of such tanks), and other matters affecting the attractiveness or safety of Parcels.

(b) Signage. Except for uniform mail boxes and address numbers approved by the Association and such signs as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be maintained or permitted in or on the dwelling, the Parcel or any improvement on the Parcel, including "For Sale" or "For Lease" signs of the Owner or realtor representing an Owner. Builders or realtors of builders of newly constructed dwellings may place "For Sale" signs on the designated property of a design and size individually and specifically approved by the Association. Inappropriate signs or signs not in good repair will be removed by the Association. The

Association may change sign design requirements at any time.

Notwithstanding the foregoing, the restrictions of this Section shall not apply to Founder, its agents and affiliates during the Development Period.

The Association shall have the right to erect reasonable and appropriate signs on any portion of the Common Area and within those easement areas established under the Declaration including but not limited to speed limit signs, directional signs and no parking signs.

(c) Parking and Vehicles.

(i) No Parking Zone. The Neighborhood has been designed with a roadway system that minimizes the impact on the natural beauty of the Property, therefore on-street parking at any times throughout the Neighborhood is prohibited. Additional off-street guest parking will be provided by the Founder at selected locations throughout the Property. In addition, for large private gatherings, guests of Owners may request approval of the Association to reserve and use designated parking areas developed with the Common Facilities. Failure to conform to the no-parking areas will be a violation of the Declaration. Notwithstanding the foregoing, Founder during the Development Period and the Association after the Development Period may provide rules and guidelines concerning temporary parking for contractors, builders and their vendors while constructing, remodeling or performing maintenance on Owner's houses or the Commons.

(ii) Parking for Residential Units. Each single family Residential Unit to be constructed on a Lot having an area greater than 12,000 square feet shall provide for enclosed (garage) parking for a minimum of two automobiles. Each single family attached Residential Unit and each single family detached Residential Unit to be constructed on a Lot having an area of 12,000 square feet on less shall provide for enclosed (garage) parking for a minimum of one automobile. Off-street parking shall be required for each Residential Unit. The number of off-street parking spaces, excluding the use of the driveway that provides access to the garage(s), will be a minimum of two on each Lot having an area greater than 12,000 square feet, and one on each Lot having an area of 12,000 square feet or less. Anything to the contrary notwithstanding, the Founder or the Design Review Committee may increase the enclosed parking or off-street parking requirements on any Residential Unit.

The Committee will have the authority to consider variances to the number of enclosed parking spaces and off-street parking spaces on Lots that it deems to have unusual circumstances or where it believes in its sole opinion that the required parking standard will contribute to a poor design solution for the Lot.

Owners and their guests must park in their provided off-street parking or may park in spaces as provided within the Common Areas if prior approval has been obtained from the Association.

(iii) Other Motorizes Vehicles. The Board shall have authority to promulgate rules and regulations to govern the parking upon any Lot, on the street or within any portion of the Commons of motor homes, tractors, trucks (other than three quarter ton and small pickup trucks which are considered automobiles) commercial vehicles of any type, campers, motorized campers, trailers, boats and other water craft, boat trailers, ATV's, motorcycles, motorized bicycles, motorized go-carts, or any other forms of transportation devices (collectively "Other Motorized Vehicles"). Furthermore, although not expressly prohibited hereby, the Board may at any time, promulgate rules and regulations banning Other Motorized Vehicles or any specific type included in the definition of Other Motorized Vehicles from being kept, placed, stored, maintained, or operated upon any portion of the Property. Any Motorized conveyance that cannot be licensed for use on public streets will be prohibited from use on all streets and Common Areas for the Neighborhood.

(iv) Restrictions on the Use of Certain Vehicles. All Terrain Vehicles, four wheelers, motorized go-carts and other similar vehicles may not be ridden anywhere on the Property. Motorcycles, use for transportation, may be ridden from the entrance to their destination and parked and must be equipped with a muffler.

(v) Repair of Vehicles. Owners, their tenants and Invites shall not repair or restore any vehicle of any kind upon which any Lot, Residential Unit, or within any portion of the Commons, except within enclosed garages or workshops or for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility.

(d) Sports Equipment. Play structures, such as basketball hoops and backboards and swing sets, must be kept in good repair and may be limited, in accordance with the Florence Gardens Design Standards, to back yards or alleys. Large play structures such as skateboard ramps that are visible from outside the Parcel may be prohibited.

11.4 Leasing. Residential Parcels or separate Residential Units within a Parcel, such as an outbuilding, may be rented by the owner, subject only to applicable law and to reasonable rules and regulations as promulgated by the Association, which may be modified from time to time. The Association may establish a minimum lease term of at least six months. The Association may prohibit the leasing of any Residential Unit while the Owner is in default in the payment of Assessments. If the Residential Unit is leased in violation, the Association may attach rentals and may evict the tenant as if it were a tenant violation hereunder.

11.5 Pets. Pets may be kept by an Owner on his Parcel but only if such pets do not cause an unsafe condition or unreasonable disturbance or annoyance within the Neighborhood in the sole determination of the Association. Each Owner shall be held strictly responsible to immediately collect and properly dispose of wastes and litter of his pets. The Association reserves the right to regulate the number, type and size of pets (specifically including particular breeds of dogs deemed to create unreasonable danger); to prohibit the keeping of animals other than customary household pets, which it may define, acting reasonably; to designate specific areas within the Commons where pets may be walked and to prohibit pets on other areas; to require pets to be on leash; and to restrict the rights of tenants to keep pets.

11.6 Temporary Structures; Camping. The Florence Gardens Design Standards may prohibit or regulate construction trailers, tents, shacks, barns, sheds or other structures of a temporary character that are visible from outside the Parcel. However, reasonable, occasional use of tents for festive occasions or children's backyard camping is part of life and should be enjoyed. In addition, the Association or Founder may permit the use of tents, trailers and other temporary buildings on the Commons or elsewhere within the Neighborhood during art festivals, craft fairs, block parties and other special events which are encouraged, subject to regulation by the Florence Gardens Design Standards. No other camping is permitted within the Neighborhood unless designated campgrounds are added to the property.

11.7 Outside Burning. Exterior fires are prohibited at all times. No Owner shall permit any condition upon its Property which creates a fire hazard or is in violation of fire prevention regulations. Notwithstanding the foregoing, the restrictions of this Section shall not apply to the Founder relative to the Founder's development activities on the Property including but not limited to the construction of roadways and Commons and the installation of utilities services.

11.8 Exterior Lights. The design and location of permanent exterior lighting and other types of landscape lighting shall be subject to the approval of the Design Review Committee. Neither these nor any other illumination devices shall be located anywhere on the structure or grounds of any Lot in such a manner to adversely illuminate or affect the nighttime environment of any adjoining Property. The Design Review Committee will promulgate rules and regulations concerning the temporary use of exterior lights for seasonal occasions. Each single family residential unit shall include one or more natural gas fueled coach lights at the front entrance of the residential unit. The design and location of the coach light(s) shall be subject to the applicable provisions of the Design Standards.

11.9 Hazardous Materials. Each Owner shall comply with all federal, state and local statutes, regulations, ordinances, or Association rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment (the "Environmental Laws"). Environmental Laws shall include, but are not

limited to, those laws regulating the use, generation, storage or disposal of hazardous substances, wastes and materials (collectively, the "Hazardous Materials"). No Owner, his family, his tenants, or invitees shall knowingly use, generate, manufacture, store, release, dispose of, transport to or from or permit to exist in, on, under or about his Lot, the Commons or any portion of the Property and Hazardous Materials except in compliance with the Environmental Laws.

11.10 Rules and Regulations.

(a) Generally. The writing of rules is one way to address specific issues that arise within the Neighborhood. The Association and/or Founder may adopt or amend rules and regulations interpreting or expanding upon the basic principles of this Article and other portions of this Declaration. Rules should strive to address the problem in the least restrictive way. The Board should review the Rules and Regulations regularly and remove or amend those that are unnecessary or overly restrictive.

(b) Effect. Rules and Regulations shall take effect immediately upon approval by the Board, or at a later date selected by the Board. If requested by at least 25% of the Members, a Neighborhood Meeting may be called and any Rule or Regulation may be repealed by majority vote of the Members.

(c) Notice. A copy of the Rules and Regulations adopted from time to time shall be posted in a conspicuous place within the Neighborhood or furnished to each Owner.

(d) Responsibility. Each Owner and the Owners' family members, guests and tenants are required to abide by the covenants contained in this Declaration, which are covenants running with the land, and any Rules and Regulations adopted by the Association. Each Owner is responsible for assuring such compliance, and any violation by family members, guests or tenants may be considered to be a violation by the Owner.

11.11 Enforcement. In order to enforce the Declaration, the Board may take any of the following actions:

(a) Fines. The Board has the right to assess fines up to the maximum allowed by law and may restrict the resident's use of the Commons for up to sixty (60) days or until the violation is remedied, whichever is longer. However, the primary goal of this chapter is not to punish but to resolve problems. The Association may suggest or approve agreements and withhold the requirement of paying a fine if the agreement is honored. Fines shall be charged against the Parcel as an Individual Parcel Assessment. Any fines collected shall be contributed to the general fund of the Association.

(b) Pets. If the Board finds that a pet causes an unsafe condition or

unreasonable disturbance or annoyance, it may require the resident or Owner to take steps to cure or limit the offensive condition. If such steps are ineffective, if the resident or Owner fails to cooperate or if the pet is considered to create an unsafe condition or unreasonable disturbance or annoyance, the Association may require that an Owner or resident permanently remove the pet from Florence Gardens.

(c) Corrective Action for Parcel Maintenance. If the Board determines that any Owner has failed to maintain any part of a Parcel (including the yard and any wall, fence, or building for which the Owner is responsible) in a clean, attractive and safe manner, in accordance with the provisions of this Declaration, Florence Gardens Design Standards and applicable Rules and Regulations, the Board shall notify the Owner of its findings and may assess fines. If the violation continues for ten days after notice to the Owner, the Association shall have the right without liability to enter the Parcel to correct, repair, restore, paint and maintain any part of such Parcel and to have any objectionable items removed from the Parcel. The Board may reduce or eliminate the time for notice if it believes the condition creates a hazard. All costs related to such action are to be assessed to the Owner as an Individual Parcel Assessment.

(d) Tenant Violations. If after notice to both the tenant and the Owner and opportunity for a hearing the Board determines that a tenant has violated this Declaration or Rules and Regulations, the Association may assess fines against the Owner. In addition, if the violation continues for ten days after notice to the Owner of the findings, or if the tenant materially violates the same covenant more than once in any one-year period, the Association shall have the right to evict the tenant. Each Owner by acceptance of a deed irrevocably appoints the Association as its agent and attorney-in-fact in such an eviction action. All costs related to such action shall be charged to the Owner as an Individual Parcel Assessment.

(e) Additional Remedies. All remedies listed in this section are non-exclusive and may be applied cumulatively. The Association shall also have the right to bring suit to enforce the covenants contained in this Declaration, including the right to an injunction. The Association, the Founder and their successors and assigns shall have the right to bring such action at law and/or in equity so as to afford the aggrieved party a proper remedy. The party adjudicated at fault shall pay all costs, expenses and fees incurred in enforcing this Declaration or any Declaration contemplated herein.

ARTICLE XII:
Insurance

Insurance is essential to protect the interests of the various Owners and to assure that funds will be available for rebuilding after a casualty. However, because insurance costs may increase significantly or new types of coverage made available, this Article gives some flexibility to the Board to select insurance coverage that is reasonable for the conditions that exist at that time.

12.1 Review of Coverage. The Board shall review limits of coverage for each type of insurance at least once each year. Insurance can protect the Association's assets and financial security. However, insurance is a large, and sometimes volatile, item on the Association's budget. At least once each year, the Board should review types of insurance and terms and limits of coverage for insurance held by the Association. Changes in replacement costs or anticipated liabilities can make old insurance inadequate. In rare cases, if coverage becomes too expensive, the Association may make a decision to drop certain coverage or to take a higher deductible. In any event, the Board is expected to exercise the "prudent person" principle in determining how to deal with insurable risks of the Association.

12.2 Severability of Interest. Whenever practical, insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement that prevents the insurer from denying the claim of an insured because of negligent act of other insured.

12.3 Types of Insurance. The Association should consider the following types of coverage:

(a) Casualty Insurance. The Board should consider whether the Commons include structures or other improvements that can and should be insured against casualty loss. Certain improvements, such as green space or landscaping, may not be insurable. However, buildings or other structures usually are insurable. Endorsements for fire and extended coverage, vandalism, malicious mischief, flood (if in a flood-prone area) and windstorm should be obtained where available at reasonable cost. Coverage should be in an amount not less than that necessary to comply with any co-insurance percentage stipulated in the policy or "agreed amount" insurance should be obtained.

(b) Public Liability. The Board may obtain public liability insurance in such limits as the Board determines, insuring against liability arising out of, or incident to, the ownership and use of the Commons and any topographic conditions or water access located on or adjoining Florence Gardens. At the Board's discretion, such coverage may include easements, such as walkways.

(c) Director Liability Insurance. The Board may obtain liability insurance insuring against loss for actions taken by members of the Board, officers of the

Association and advisory members in the performance of their duties. The Board may also obtain fidelity insurance or bonding for Board members, officers and employees.

(d) Other Coverage. The Board shall obtain and maintain workman's compensation insurance if and to the extent necessary to meet the requirements of law and such other insurance as the Board may determine or as may be requested from time to time by a majority vote of the Members.

12.4 Parcel Coverage. Each Owner shall obtain casualty insurance for improvements on the Parcel. If available at reasonable cost, the policy shall name the Association as an additional insured. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the improvements constructed on the Parcel. If requested by the Association, an Owner shall provide evidence of such insurance to the Association.

12.5 Repair and Reconstruction after Fire or Other Casualty.

(a) Commons. If fire or other casualty damages or destroys any of the improvements on the Commons, the Board shall arrange for and supervise the prompt repair and restoration of the improvements unless the area is to be redeveloped as provided in Section 13.3 ("Redevelopment"). The Board shall obtain funds for such reconstruction first from the insurance proceeds, then from reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves.

(b) Parcel Improvements. If fire or other casualty damages or destroys a Building or any other improvements on a Parcel, the Owner of that Parcel shall immediately proceed to rebuild and restore the improvements to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the Florence Gardens Design Review Committee or the area is to be redeveloped as provided in Section 13.3. If the Owner fails to clean and secure a Parcel within 30 days after a casualty, the Association may, in accordance with the provisions of paragraph 11.9(C) ("Corrective Action for Parcel Maintenance"), remove debris, raze or remove portions of damaged structures and perform any other clean up the Association deems necessary to make the Parcel safe and attractive. The cost of such clean-up shall be assessed to the Parcel Owner as an Individual Parcel Assessment.

ARTICLE XIII:
Amendment, Redevelopment and Termination

Property Owners should be able to rely on the Declaration and the general principles it states. Amendment should not be easy except in cases where Founder deems it necessary during the Development Period. However, new solutions will be proposed from time to time to make the Association operate more efficiently or to adjust to changing conditions. Where clearly to the Neighborhood's benefit, these new provisions should be incorporated into the Declaration.

When, over long periods of time, conditions change so that redevelopment is necessary, the Declaration allows for a unified plan of redevelopment and compensation for affected owners.

13.1 Amendment.

(a) By Members. This Declaration may be amended at any time by an instrument signed by the president or vice president and secretary of the Association, certifying approval in writing by Parcel Owners representing sixty seven percent (67%) of the votes in the Association.

(b) By the Founder. During the Development Period the Founder specifically reserves the absolute and unconditional right to amend this Declaration without the consent or joinder of any party (i) for any reason prior to December 31, 2007, (ii) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of mortgages, (iii) to conform to the requirements of institutional mortgage lenders or title insurance companies, (iv) to comply with governmental requirements, or (v) to clarify the Declaration's provisions, correct errors or modify same due to market conditions.

(c) Limitations. Whenever any action described in this Declaration requires approval of greater than sixty seven percent (67%) of the Parcel Owners, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly. Rights reserved to the Founder may not be amended without the specific written consent of the Founder.

(d) Recording. Any amendment shall take effect upon recording in the public records.

13.2 Dedication.

(a) Neighborhood Roads. If any portion of the Neighborhood Roads has not previously been dedicated to the public, the Founder or Association shall have the right to

convey title to or dedicate the Neighborhood Roads to the appropriate public agency or authority.

(b) Commons. All other Commons may be dedicated to the public by the Founder during the Development Period and by the Board upon consent in writing of Parcel Owners representing sixty seven percent (67%) of the votes in the Association after the Development Period.

(c) Alleys; footpaths. At least twenty (20) years from the recording of this Declaration, if the Association determines that it no longer wishes to maintain all or some of the alleys or footpaths between Parcels, the ownership of such alleys or footpaths may be divided evenly between the adjacent Parcel Owners, with the consent in writing of Parcel Owners representing sixty seven percent (67%) of the votes in the Association. The property shall be subject to an easement for any then-existing utilities, and an easement may be reserved for continued use of the alleys or footpaths if required by the approving Owners.

(d) Necessary Approval. Any dedication or conveyance described above is subject to acceptance by the applicable governmental agency.

13.3 Redevelopment.

(a) Purpose. If the Neighborhood should ever be struck by a natural disaster or other casualty, all or a portion of the Neighborhood might be destroyed and need to be rebuilt. In general, after any casualty loss, improvements are to be rebuilt in accordance with the original plan. Alternatively, this section provides a method for redevelopment in accordance with a new plan when Parcel Owners representing sixty seven percent (67%) of the votes in the Association, the Founder and a majority of the mortgagees agree that it is necessary and desirable to do so. This super-majority approval is designed to protect individual property owners' rights and expectations in their property. However, when such consensus is achieved, this section allows redevelopment, while continuing to protect the dissenting owners by assuring payment to them of fair market value, plus a relocation allowance. The same method may be used when, after long periods of time, changing uses and conditions make redevelopment desirable. The requirements of this section are not applicable to vacant land, Lots or Parcels owned by the Founder.

(b) Definitions. Redevelopment is the process of rebuilding all or a portion of the Neighborhood, known as a Redevelopment Area, in accordance with a revised Florence Gardens Design Standards, combined with the offer to purchase the property of any dissenting Parcel Owners. A Redevelopment Area must be a defined, logical section for redevelopment comprising a Zone or Zones, or the entire Neighborhood. The plan may allow buildings that are currently in serviceable condition to remain but require that such buildings, if rebuilt or remodeled in the future, to be rebuilt in accordance with the redevelopment plan. The plan for redevelopment may include termination of the

Declaration for the Redevelopment Area. If the Declaration is terminated for a Redevelopment Area, the Founder may sell or donate to the Owners within the Redevelopment Area the Commons located there, reserving access and use easements as appropriate.

(c) Redevelopment; When Available. Redevelopment shall be available only upon the occurrence of one of the following:

(i) Any time after thirty (30) years from the recording of this Declaration, or

(ii) Upon a casualty loss destroying at least two-thirds, by value, of the insurable improvements, either within the entire Neighborhood, or within a Redevelopment Area. If the necessary approvals are not obtained within ninety (90) days after the casualty, the damage must be repaired in accordance with Section 12.5 ("Repair and Reconstruction after Fire or Other Casualty").

(d) Approvals. After the Development Period, redevelopment requires the consent in writing of Parcel Owners representing sixty seven percent (67%) of the votes within the Redevelopment Area and mortgagees holding mortgages on a majority, by assessment interests, of the Parcels encumbered by such mortgages. If the plan is approved, consenting Owners must rebuild in accordance with the redevelopment plan, and, unless the plan provides otherwise, must participate in the purchase of dissenting Owners' Parcels. Prior to the end of the Development Period redevelopment also requires the approval in writing of the Founder, which may be granted or withheld in its sole discretion.

(e) Redevelopment Corporation. The plan may include formation of a redevelopment corporation or other entity to purchase the Parcels of dissenting Owners. Unless otherwise agreed, the consenting Owners would be required to contribute to the capital of the redevelopment corporation in proportion to their General Assessments, as a portion of all consenting Owners. The plan may authorize the Association, on behalf of the redevelopment corporation, to collect the Owners' shares as an Individual Parcel Assessment.

(f) Option to Purchase. Upon approval of the redevelopment plan, the redevelopment corporation or other designee of the consenting Owners shall deliver an option to purchase to all remaining Owners of Parcels within the Redevelopment Area. The option to purchase must be delivered in person or by registered mail to each Owner of a Parcel to be purchased. The recipient of such an option shall, within 30 days, choose either to join the consenting Owners, or to sell the Parcel to the consenting Owners. Failure to agree to the sale within 30 days shall be deemed to be agreement to join the consenting Owners. The sale price shall be paid in cash or upon terms approved by the

seller, and the sale shall be closed in a timely fashion following determination of the sale price.

(g) Price. The price for each Parcel to be purchased shall be its fair market value determined by agreement between the seller and the designee of the consenting Owners within 30 days of the delivery or mailing of the notice. In the absence of agreement, the purchasing Owners and the selling Owners shall each select a real estate appraiser, which appraiser shall then choose a third appraiser, and the purchase price shall be the average (mean) of the three appraisals. The fair market value of the property shall be determined in its present, as-is condition, subject to the Declaration, and the seller shall be entitled to any insurance proceeds attributable to that Parcel distributed on account of the casualty loss. The expense of the appraisals and all closing costs shall be paid by the purchaser.

(h) Relocation Allowance. In addition to the purchase price, the purchaser shall pay to the seller a relocation allowance of five percent (5%) of the purchase price.

(i) Enforcement. A judgment of specific performance of the purchase based upon the determination of the price by the appraisers and any other relief at law or in equity may be entered in any court of competent jurisdiction.

(j) Limitation. Redevelopment shall be subject to applicable zoning and other governmental regulation. If necessary for this section's validity under the Rule Against Perpetuities or similar law, this option shall expire 90 years from the time of recording of this Declaration, or whatever greater time period allowed by law.

13.4 Formation of Municipality. If all or substantially all of Florence Gardens is incorporated as a municipality or other local government unit, the following would apply:

(a) Merger of Association. Members of the Association may, by majority vote, dissolve the Association or, if allowed by law, merge the Association into the municipality. Upon such dissolution or merger, all the Commons shall be dedicated to the public and the municipality shall have all the rights and obligations of the Association provided by this Declaration.

(b) Dedication without Merger. Alternatively, Owners could approve by majority vote a plan by which Commons are dedicated to the public, but the Association would retain some of its powers and duties, such as architectural review and enforcement of the covenants and restrictions.

(c) No Dedication. If no dedication is approved, the Association and Commons shall be maintained without change.

13.5 Duration; Termination. The covenants and restrictions contained in this Declaration shall run with and bind the Neighborhood and shall inure to the benefit of and be enforceable by the Founder, the Association, and all Owners of property within the Neighborhood, their respective legal representatives, heirs, successors or assigns for sixty (60) years, and shall be automatically extended for each succeeding ten year periods unless an instrument signed by Owners representing 90% of the votes in the Association and the Founder shall have been recorded, agreeing to terminate the Declaration as of a specified date.

This Declaration may also be terminated in any of the following ways:

(a) Unanimous Consent. The Declaration may be terminated at any time by the consent in writing of all Owners and the Founder.

(b) Dedication of Commons. The Declaration may be terminated by consent in writing by Parcel Owners representing sixty seven percent (67%) of the votes in the Association and the Founder, if the Commons have been accepted for dedication or taken by eminent domain by the appropriate unit of local government (except that alleys or footpaths between two Parcels may be divided evenly between the adjacent Parcel Owners in accordance with Section 13.2).

(c) Redevelopment. The Declaration may be terminated for all or a part of the Neighborhood in accordance with the redevelopment provisions of Section 13.3.

13.6 Re-recording. Unless this Declaration is terminated, the Association shall re-record this Declaration or other notice of its terms at intervals necessary under Mississippi law to preserve its effect.

13.7 Condemnation. If all or part of the Commons is taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

ARTICLE XIV:
General Provisions

14.1 Interpretation.

(a) Construction. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of the Neighborhood as a Neighborhood of the highest quality. The italicized portions at the beginning of each Article, if any, and all headings

are intended to state the purposes for the provisions that follow and may be used as an aid to interpretation. However, if the italicized portion conflicts with the operative provision, the operative provision shall govern.

(b) Governmental Regulation. All provisions of this Declaration, including without limitation modifications to the Master Plan and redevelopment provisions, shall be subject to applicable government regulation or agreements.

14.2 Invalidity. The invalidity of any part of this Declaration shall not impair or affect the validity or enforceability of the rest of the Declaration, which shall remain in full force and effect.

14.3 Enforcement of Declaration.

(a) Enforcement. Suit may be brought against any person, persons or entity violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages, and against his or its property to enforce any lien created by this Declaration. To enforce this Declaration or the Rules and Regulations, the Association, the Founder or any Owner may bring an action for damages, specific performance, declaratory decree or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association.

(b) No Waiver. Failure to enforce any provision of this Declaration or the Rules and Regulations shall not be deemed a waiver of the right to do so at any time thereafter.

(c) Association's Legal Fees. Any and all costs, including but not limited to attorneys' fees and court costs, which may be incurred by the Association in the enforcement of any of the provisions of this Declaration, whether or not suit is brought, may be assessed as an Individual Parcel Assessment to the Owner against whom such action was taken.

14.4 Notices. Any notice required to be sent to the Owner shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Parcel and, if different, to the last known address of the person who appears as Owner of the Parcel as that address is stated on the records of the Association at the time of the mailing. If the Owner has given approval, notice may be given by electronic means to an address provided by the Owner.

14.5 Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

14.6 Consent of Mortgagees.

(a) When Consent Required. This Declaration contains provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by a mortgage on a Parcel. Accordingly, no amendment or modification of this Declaration specifically impairing such rights, priorities, remedies or interests of a mortgagee shall be adopted without the prior written consent of Mortgagees as provided in subsection (b). This section shall not be construed, however, as a limitation upon the rights of the Founder, the Association or the Members to make amendments that do not adversely affect the Mortgagees.

(b) Percentage Required. Wherever consent of the Mortgagees is required, if any, it shall be sufficient to obtain the written consent of Mortgagees holding a lien on one-half or more of all Parcels encumbered by a mortgage. Specifically, there is no requirement to obtain the consent of mortgagees to amend, alter or change this Declaration.

(c) Timely Response. Any such required consent shall be given promptly and shall not be unreasonably withheld. Any consent not given or denied within 30 calendar days of receipt of request for consent shall be deemed given.

14.7 Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Mississippi.

14.8 Sidewalks and Walking Trails. Owners are responsible for the construction of sidewalks or walking trails where such sidewalks or walking trails abut the street side boundary line(s) of the Owner's Lot or are incorporated into an easement within the Lot as shown in the plans for the Neighborhood. Completion of the sidewalk or walking trail shall correspond to the completion of the driveway for the Lots and shall be built in strict conformance with the Design Standards and construction plans developed under the direction of the Founder or Design Review Committee. If the acceptance of the sidewalk or walking trail maintenance and repair is made by the Association, City of Gulfport, or other governmental agency having jurisdiction, the Owner's responsibility to keep the sidewalk or walking trail in repair shall be terminated.

14.9 Residential Unit Sizes and Setbacks.

(a) The minimum square feet of heated living area to be contained within any Residential Unit or any Lot shall not be less than 1100 square feet if one level Residential Unit and 1400 square feet if a multi level Residential Unit. The Founder, in its sole discretion, may increase or decrease the minimum square feet of heating living area by Zone ,street or by groups of contiguous parcels or on the Additional Property as it is developed by recording an amendment to the Declaration reflecting the change; or in the

alternative, the Founder may enforce the minimum square feet by the use of deed restrictions on individual Lots.

(b) Any building setback dimensions that violate the ordinances or other regulations established by the City of Gulfport or other governmental agency having jurisdiction will require a variance from the City or governmental agency having jurisdiction which variance may not be granted; however, in no event, except as provided in (c) below, shall any Residential Unit or other building be erected on any Lot nearer than three feet from the Lot line, ten feet from the rear lot lines or three feet from the side lot lines except for Residential Units constructed as attached single family structures or zero lot line structures which set backs may be zero feet. On corner lots, the set back on the side yard adjacent to the street must be a minimum of ten feet.

(c) For some Lots, neighborhoods or streets in the Neighborhood it may be impossible or inadvisable to enforce the above stated set back requirements due to the natural terrain, lot configurations, proximity of adjacent structures or other considerations that the Design Review Committee deems appropriate. Therefore, notwithstanding anything else herein to the contrary, the Design Review Committee or the Founder may establish or approve specific deviations (both increases and decreases) to said set back requirements which it believes to be beneficial to a specific Lot, neighborhood, street or on the Additional Property as it is developed by recording an amendment to the Declaration reflecting the change; or in the alternative by the use of deed restrictions on individual Lots.

14.10 Venue. Any disputes, legal matters or arbitration shall be conducted or litigated in Harrison County, Mississippi

(Signature Page Follows)

In witness whereof, the Founder has executed this Declaration as of the day and year first above written.

FLORENCE GARDENS, LLC,
a Mississippi limited liability company

By:_____
Martin C. Goldin, Manager

The undersigned Owners of certain Lots or Parcels in Florence Gardens do hereby execute this Declaration as of the day and year first above written to indicate their consent to and agreement with the terms, conditions and provisions thereof and to bind and subject their property to this Declaration.

C A Brown Developments, Inc.
a Mississippi corporation

By:_____
Craig A. Brown, President

L. J. & L. Enterprises, Inc.,
a Mississippi corporation

By:_____
Randall J. Cofield, President

Joan Cravens, Inc.,
a Mississippi corporation

By:_____
Joan Cravens, President

Harbor Oaks, Inc.
a Mississippi corporation

By:_____
David B. Sellers, President

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Martin C. Goldin, duly identified before me, who acknowledged that he is Manager of Florence Gardens, LLC, a Mississippi limited liability company, and that for an on behalf of said limited liability company, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

GIVEN under my hand and official seal on this the ___day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

(Additional Acknowledgment Pages Follow)

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Craig A. Brown, duly identified before me, who acknowledged that he is President of C A Brown Developments, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ___day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Randall J. Cofield, duly identified before me, who acknowledged that he is President of L. J. & L. Enterprises, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ___day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Joan Cravens, duly identified before me, who acknowledged that she is President of Joan Cravens, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, she executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ___day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named David B. Sellers, duly identified before me, who acknowledged that he is President of Harbor Oaks, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ___day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

EXHIBIT "A"

Florence Gardens Phase 1-A, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi in Plat Book 46 at Page 17, reference to which is hereby made in aid of and as a part of this description.

Florence Gardens Phase 1-B, a subdivision according the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi in Plat Book 47 at Page 8, reference to which is hereby made in aid of and as a part of this description.

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS

401 Cowan Road, Suite A
Gulfport, MS 39507
228-864-7612

131 Rue Magnolia
Biloxi, MS 39530
228-436-7612

3221 Market Street
Pascagoula, MS 39567
228-436-7612

www.bmaengineers.com

February 28, 2022

Gregory Holmes – Planning Administrator
City of Gulfport – Planning Division
1410 24th Avenue
Gulfport, MS 39501

RE: Application for Final Plat
Florence Gardens, Phase 9
Gulfport, Mississippi

Dear Mr. Holmes:

Enclosed is a complete Application for Final Plat for Tax Parcel No(s). 0908C-01-001.000 & 0908E-01-001.001. Please find attached the following:

- Application for Final Plat
- Proof of Ownership
- Authority to Act as Agent (Notarized)
- Final Plat (7 copies 11"x17", 2 CD's containing AutoCAD.DWG file)
- Protective Covenants
- Check for Application Fee

Should you have any questions or comments, please feel free to contact me at (228) 436-7612.

Sincerely,

Nicholas Gant, P.E.

Enclosures

FLORENCE GARDENS
PHASE 9

A SUBDIVISION LOCATED IN SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI

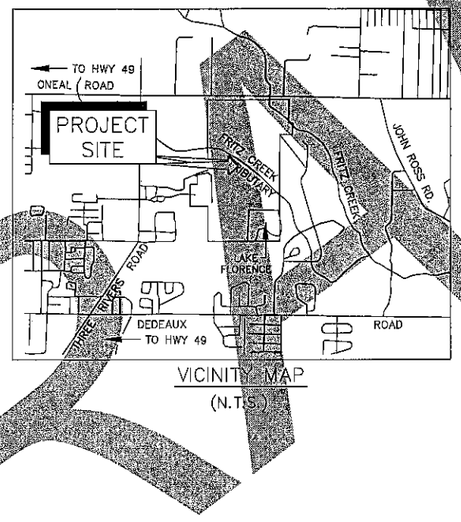
DRAFT

BOUNDARY DESCRIPTION

A parcel of land being located in the NW 1/4 of the SE 1/4 and the SW 1/4 of the NE 1/4 of Section 2, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows:

Beginning at a 1/2" iron rod found at the Northwest corner of Florence Gardens, Phase 6, as recorded in Plat Book 58, Page 56, said Point Of Beginning having grid coordinates N.350316.85 and E.912675.04 based on the Mississippi State Plane Grid Coordinate System, East Zone, (2301), NAD '83, U.S. Survey feet, coordinates and courses herein are grid values based on said grid coordinate system using a scale factor of 0.999955869 with a convergence angle of -00°06'54.63465" (at the Point Of Beginning)); thence S 03°14'42" W 119.94 feet along the West boundary of Florence Gardens, Phase 6 to a 1/2" iron rod set; thence West 150.14 feet to a 1/2" iron rod set; thence N 03°18'34" E 284.49 feet to a 1/2" iron rod set; thence N 04°35'28" W 54.07 feet to a 1/2" iron rod set; thence N 21°20'58" W 61.54 feet to a 1/2" iron rod set; thence N 17°35'17" W 90.80 feet to a 1/2" iron rod set; thence N 10°03'24" W 64.04 feet to a 4"x6" wood post found at the Northwest corner of the Northwest 1/4 of the Southeast 1/4 of said Section 2; thence N 00°25'18" W 387.60 feet to a 1/2" iron rod set; thence N 05°09'35" E 99.74 feet to a 1/2" iron rod set; thence N 15°45'02" E 99.75 feet to a 1/2" iron rod set; thence N 26°32'59" E 99.75 feet to a 1/2" iron rod set; thence S 58°03'03" E 150.00 feet to the beginning of a curve to the right; thence Northeasterly 103.18 feet along said curve being concave to the Southeast, having a central angle of 15°33'24", with a radius of 380.00 feet, and also having a chord bearing and distance of N 39°43'39" E 102.86 feet to a 1/2" iron rod set; thence N 40°13'55" W 10.01 feet to a 1/2" iron rod set at the beginning of a curve to the right; thence Northeasterly 16.29 feet along said curve being concave to the Southeast, having a central angle of 02°23'36", with a radius of 390.00 feet, and also having a chord bearing and distance of N 48°45'38" E 16.29 feet to a 1/2" iron rod set at the beginning of a curve to the left; thence Northeasterly 98.46 feet along said curve being concave to the Northwest having a central angle of 20°08'54", with a radius of 280.00 feet, and also having a chord bearing and distance of N 39°52'59" E 97.96 feet to a 1/2" iron rod set; thence N 29°48'32" E 152.11 feet to a 1/2" iron rod set; thence S 55°38'03" E 70.22 feet to a 1/2" iron rod set; thence S 29°48'32" W 146.53 feet to the beginning of a curve to the right; thence Southwesterly 123.08 feet along said curve being concave to the Northwest, having a central angle of 20°08'54", with a radius of 350.00 feet, and also having a chord bearing and distance of S 39°52'59" W 122.45 feet to the beginning of a curve to the left; thence Southwesterly 87.76 feet along said curve being concave to the Southeast, having a central angle of 15°42'45", with a radius of 320.00 feet, and also having a chord bearing and distance of S 42°06'03" W 87.48 feet to a 1/2" iron rod set; thence S 56°27'27" E 139.41 feet to a 1/2" iron rod set; thence S 37°17'13" W 61.23 feet to a 1/2" iron rod set; thence S 00°26'37" E 392.79 feet to a 1/2" iron rod set; thence S 21°48'55" E 155.23 feet to a 1/2" iron rod set; thence S 03°15'05" W 195.58 feet to a 1/2" iron rod set; thence N 86°45'18" W 117.48 feet to a 1/2" iron rod set; thence S 03°14'42" W 149.35 feet to a 1/2" iron rod found on the North boundary of said Florence Gardens, Phase 6; thence N 86°45'18" W 60.00 feet along said North boundary to the Point Of Beginning.

The above described parcel of land containing 379,492 square feet, or 8.712 acres, more or less.



VICINITY MAP
(N.T.S.)

OWNER'S DEDICATION

This is to certify that FLORENCE GARDENS, LLC, is the owner of record of the tract of land described herein, and hereby declares this to be the official plat of FLORENCE GARDENS, PHASE 9 and further dedicates the streets and easements as shown hereon to the City of Gulfport forever.

WITNESS my signature this the _____ day of _____, 2022.

FLORENCE GARDENS, LLC

By: _____
RYAN GOLDIN, Manager/Member

ACKNOWLEDGMENT

State of Mississippi
County of Harrison

Personally appeared before me, the undersigned authority in and for the aforesaid county and state, RYAN GOLDIN, Manager/Member of FLORENCE GARDENS, LLC, who acknowledged to me that he signed, sealed, and delivered this plat as authorized to do so by the corporation on the day and in the year set forth above.

GIVEN under my hand and seal this the _____ day of _____, 2022

My commission expires: _____
NOTARY PUBLIC

CERTIFICATE OF APPROVAL BY PLANNING COMMISSION

The Plat of FLORENCE GARDENS, PHASE 9 is hereby approved and accepted by the Gulfport City Planning Commission in accordance with its procedure for approving this plat and plans this the _____ day of _____, 2022

_____
CHAIRMAN, CITY PLANNING COMMISSION

CERTIFICATE OF ACCEPTANCE

This Plat has been submitted to and approved by the Mayor and City Council of the City of Gulfport, Mississippi, by order adopted and entered on their official Minute Book _____, Page(s) _____, held on the _____ day of _____, 2022.

_____ _____
Billy Hewes, Mayor, City of Gulfport
F.B. "Rusty" Walker, IV, Council President, City of Gulfport

SURVEYOR'S CERTIFICATE

I, JEFFREY C. COLLINS, a Professional Land Surveyor in the State of Mississippi, do hereby certify that the foregoing plat and description are true and correct to the best of my knowledge and belief.

WITNESS my signature this the _____ day of _____, 2022.

_____
JEFFREY C. COLLINS, P.S. No. 2742

ACKNOWLEDGMENT

State of Mississippi
County of Harrison

Personally appeared before me, the undersigned authority, in and for the aforesaid county and state, JEFFREY C. COLLINS, P.S., who acknowledged to me that he signed, sealed, and delivered the foregoing certificate on the day and in the year set forth above for the purpose(s) therein expressed.

GIVEN under my hand and seal this the _____ day of _____, 2022

My commission expires: _____
NOTARY PUBLIC

CERTIFICATE OF RECORDATION

Filed and recorded by duplicate in the Record of Plats of Harrison County, Mississippi, in Plat Book _____, Page _____, on the _____ day of _____, 2022.

_____ By: _____
CHANCERY CLERK DEPUTY CLERK

CERTIFICATE OF COMPARISON

We, the undersigned, do hereby certify that we have compared the ORIGINAL plat with the DUPLICATE plat of FLORENCE GARDENS, PHASE 9 and find the same to be an exact duplicate thereof.

_____ _____ _____
CHANCERY CLERK DEPUTY CLERK JEFFREY C. COLLINS, P.S.

CITY ENGINEER'S APPROVAL

A bond or certified check has been posted, which is available to the city and in sufficient amount to assure such completion of all required improvements.

Final approval of Layout of Plat on this the _____ day of _____, 2022.

_____
Wayne E. Miller, P.E.
Gulfport City Engineer

401 Cowan Road, Suite A, Gulfport, MS 39507 (228)864-7612 Fax(228)864-7676
BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com
131 Rue Magnolia Biloxi, MS 39530 (228)436-7612 Fax.(228)436-7676

S:\3405-24 Florence Gardens Phase 9\Survey\Plat\3405-24_PLAT.dwg, 2/28/2022 9:08:17 AM, LMC, 8 Plot.pc3

NORTH

GRAPHIC SCALE (IN FEET)

50 0 50 100

(1 INCH) (1 INCH) (1 INCH)

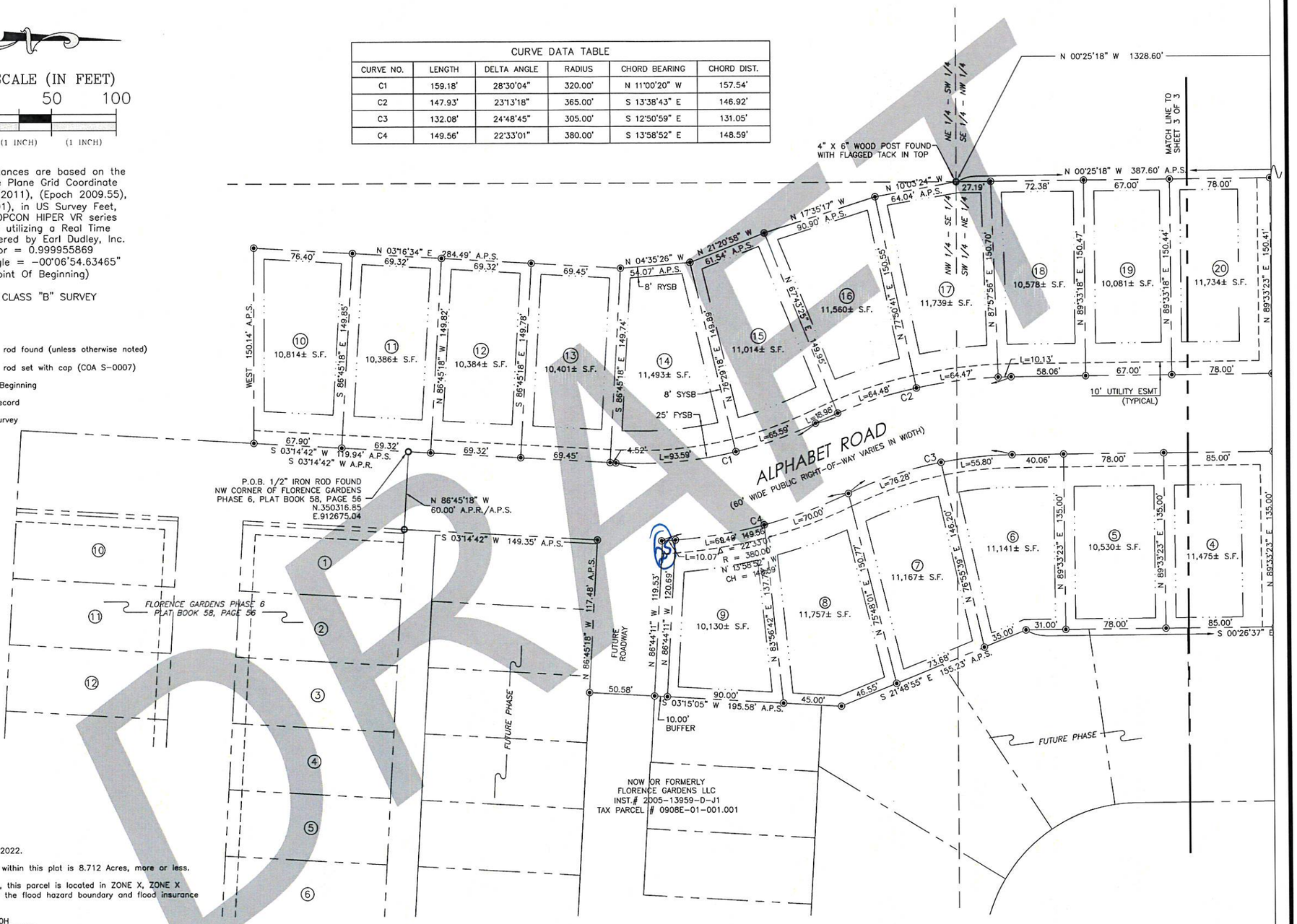
Bearings and distances are based on the Mississippi State Plane Grid Coordinate System, NAD'83 (2011), (Epoch 2009.55), East Zone (2301), in US Survey Feet, derived by a TOPCON HIPER VR series G.P.S. receiver utilizing a Real Time Network administered by Earl Dudley, Inc. Scale Factor = 0.999955869 Convergence Angle = -00°06'54.63465" (at the Point Of Beginning)

MISSISSIPPI CLASS "B" SURVEY

LEGEND

- o = 1/2" iron rod found (unless otherwise noted)
- ◉ = 1/2" iron rod set with cap (COA S-0007)
- P.O.B. = Point Of Beginning
- A.P.R. = As Per Record
- A.P.S. = As Per Survey

CURVE DATA TABLE					
CURVE NO.	LENGTH	DELTA ANGLE	RADIUS	CHORD BEARING	CHORD DIST.
C1	159.18'	28°30'04"	320.00'	N 11°00'20" W	157.54'
C2	147.93'	23°13'18"	365.00'	S 13°38'43" E	146.92'
C3	132.08'	24°48'45"	305.00'	S 12°50'59" E	131.05'
C4	149.56'	22°33'01"	380.00'	S 13°58'52" E	148.59'



SURVEY NOTES:

Field work completed ?? 2022.

The total area contained within this plat is 8.712 Acres, more or less.

By graphical plotting only, this parcel is located in ZONE X, ZONE X (SHADED), & ZONE AE of the flood hazard boundary and flood insurance rate map
Version Number: 2.3.3.3
Map Number: 28047C0260H
Map Revised: December 21, 2017

BUILDING SETBACKS: Zone R1-10 (See Lots 14 & 21 for typical setbacks)

FYSB (FRONT YARD SET BACK)	25'
SYSB (SIDE YARD SET BACK)	8'
Second Frontage	25'
RYSB (REAR YARD SET BACK)	8'

(ALL SETBACKS ARE SUBJECT TO PLATTED EASEMENTS)

DRAFT

FLORENCE GARDENS PHASE 9

401 Cowan Road, Suite A, Gulfport, MS 39507 (228)864-7612 Fax(228)864-7676

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com

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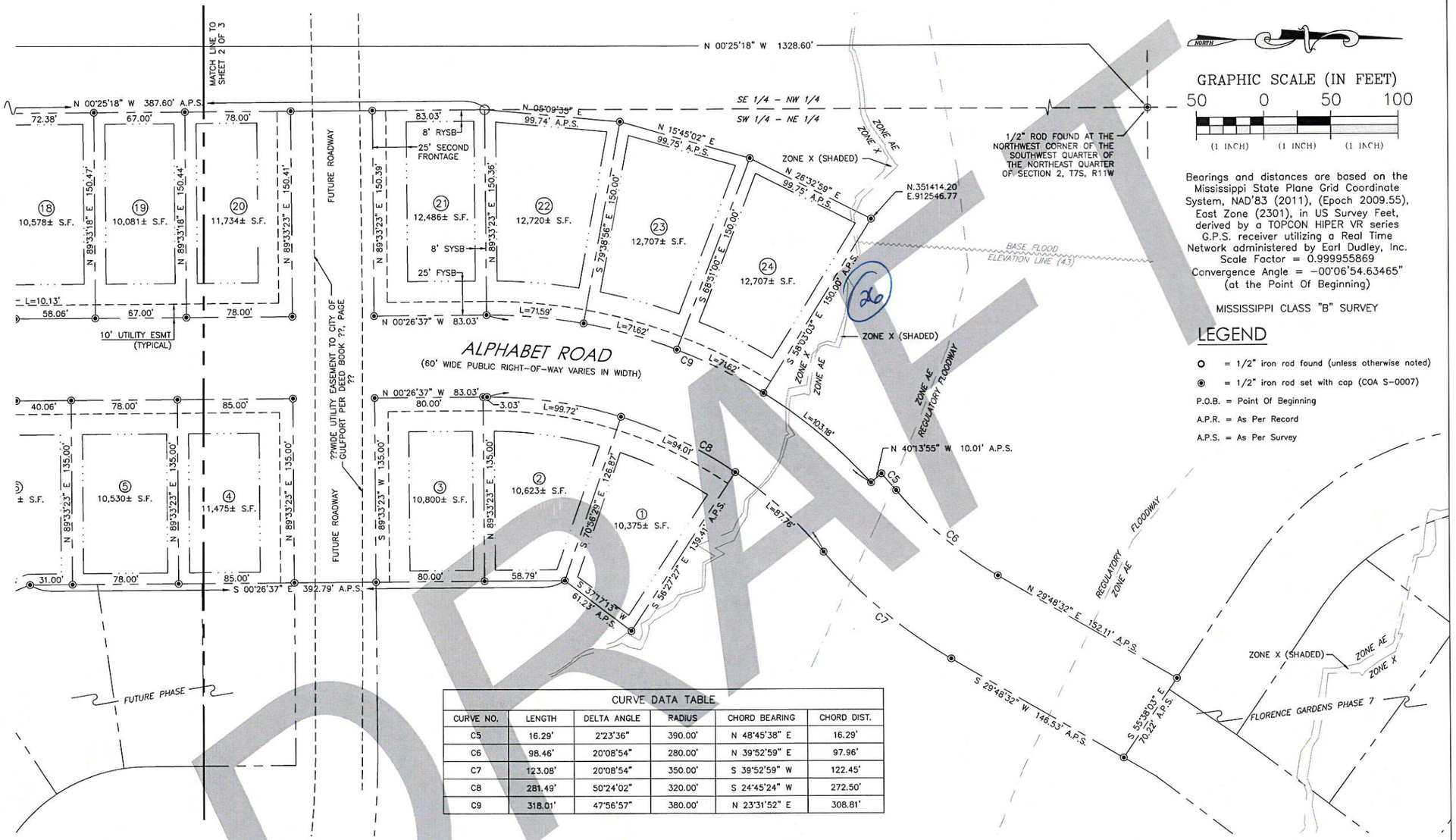
S:\BMA 2 Projects\Florence Gardens Phase 9\Survey\Plat\Florence Gardens Phase 9 Plat 2.dwg, 7/25/2022 9:38:59 AM, DWG to PDF.pc3



Bearings and distances are based on the Mississippi State Plane Grid Coordinate System, NAD'83 (2011), (Epoch 2009.55), East Zone (2301), in US Survey Feet, derived by a TOPCON HIPER VR series G.P.S. receiver utilizing a Real Time Network administered by Earl Dudley, Inc. Scale Factor = 0.999955869 Convergence Angle = −00°06'54.63465" (at the Point Of Beginning)

MISSISSIPPI CLASS "B" SURVEY

LEGEND

- O = 1/2" iron rod found (unless otherwise noted)
- ◉ = 1/2" iron rod set with cap (COA S-0007)
- P.O.B. = Point Of Beginning
- A.P.R. = As Per Record
- A.P.S. = As Per Survey

CURVE DATA TABLE					
CURVE NO.	LENGTH	DELTA ANGLE	RADIUS	CHORD BEARING	CHORD DIST.
C5	16.29'	2°23'36"	390.00'	N 48°45'38" E	16.29'
C6	98.46'	20°08'54"	280.00'	N 39°52'59" E	97.96'
C7	123.08'	20°08'54"	350.00'	S 39°52'59" W	122.45'
C8	281.49'	50°24'02"	320.00'	S 24°45'24" W	272.50'
C9	318.01'	47°56'57"	380.00'	N 23°31'52" E	308.81'

SURVEY NOTES:

Field work completed ?? 2022.

The total area contained within this plat is 8.712 Acres, more or less.

By graphical plotting only, this parcel is located in ZONE X, ZONE X (SHADED), & ZONE AE of the flood hazard boundary and flood insurance rate map
Version Number: 2.3.3.3
Map Number: 28047C0260H
Map Revised: December 21, 2017

BUILDING SETBACKS: Zone R1-10 (See Lots 14 & 21 for typical setbacks)

FYSB (FRONT YARD SET BACK)	25'
SYSB (SIDE YARD SET BACK)	8'
Second Frontage	25'
RYSB (REAR YARD SET BACK)	8'

(ALL SETBACKS ARE SUBJECT TO PLATTED EASEMENTS)

DRAFT

FLORENCE GARDENS PHASE 9

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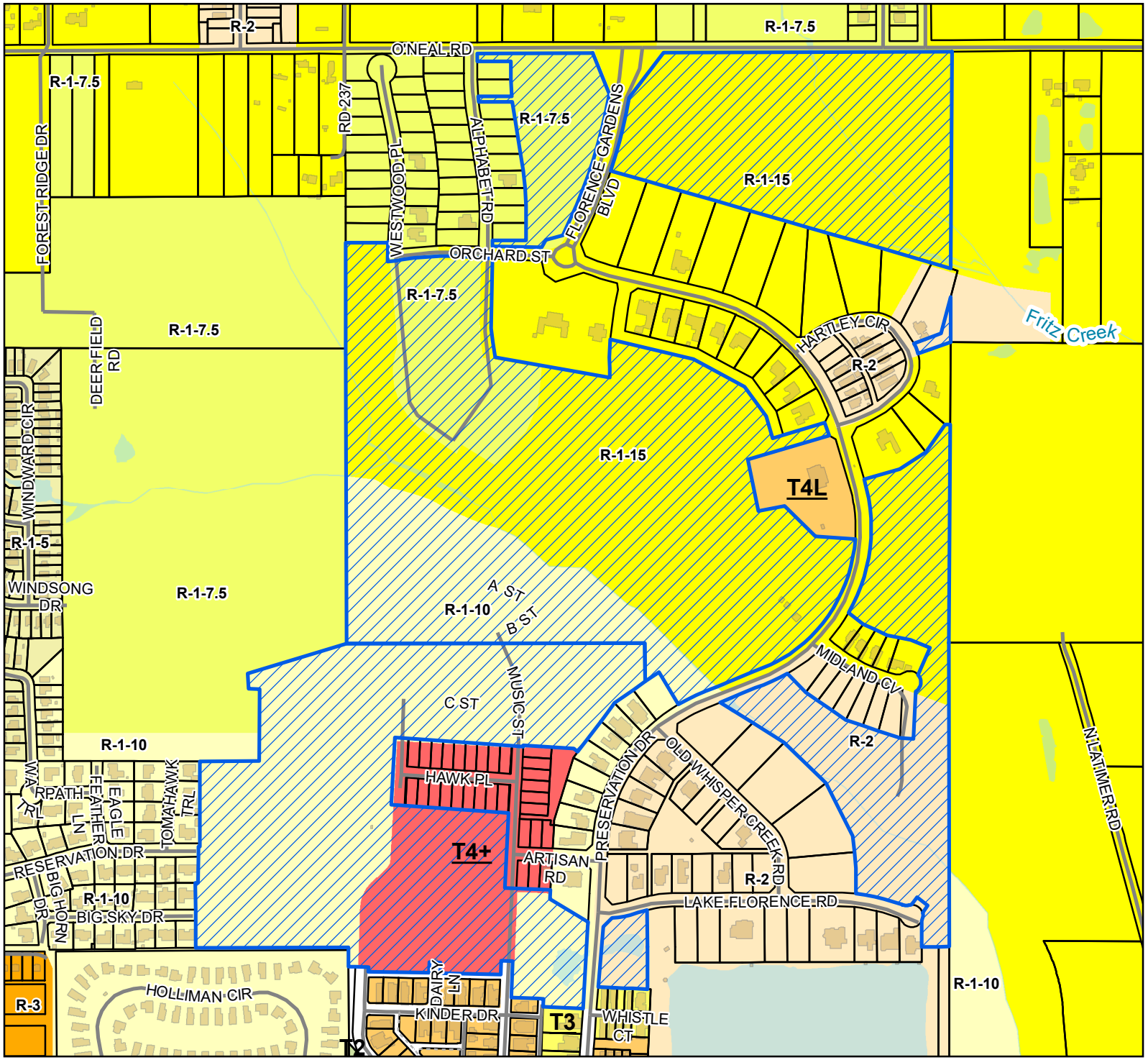
2204PC062

Final Plat



Site
Street
Alley
Parcels
Buildings
Water Features

Smart Code

T4+
T4L
T3
T2

Zoning

R-1-10 - Single Family Residence (Low Density)
R-1-15 - Single Family Residence District (Low Density)
R-1-5 - Single Family Residence District (Medium Density)
R-1-7.5 - Single Family Residence District (Low Density)
R-2 - Single Family Residence District (Medium Density)
R-3 - General Residence (High Density)

Site Information

0908C-01-001.000
0908E-01-001.001
Zoning: R-1-10 (Single-family) and R-1-15 (Single-family)
Size: 168 acres
Flood: X

0 100 200 300
Yards
1 inch = 615 feet

N
W E
S

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

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 Order:

ORDER

That after approval by the governing authority of the City of Gulfport, Mississippi, and recording of the Final Subdivision Plat for Florence Gardens, Phase 9, in the land records of Harrison County, Mississippi, at Plat Book 61, Page 28, it was discovered that three lot numbers (18, 19, and 20) had been inadvertently left off the plat by the surveyor who prepared the said plat; and

That the said Surveyor, Jeffrey C. Collins, PS, has acknowledged the said scrivener's error and provided a signed letter outlining the method that he would recommend for the correction of the said error, which method being that the omitted lot numbers be added, by notation on the plat, as more fully set forth in his letter (See Exhibit "A" hereto); and

Accordingly, the Gulfport City Council hereby orders, authorizes and proclaims that the Final Subdivision Plat for Florence Gardens, Phase 9, upon approval by the appropriate officials of Harrison County, Mississippi, shall be corrected as set forth herein.

NOW, THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts and things recited in the above and foregoing Preamble to this Order be, and they are hereby adopted as the official findings of the Governing Authority of the City of Gulfport.

SECTION 2. That the Subdivision Plat for Florence Gardens, Phase 9, found at Plat Book 61, Page 28, upon approval by the appropriate officials of Harrison County, Mississippi, be corrected by notation on the said plat, as follows: omitted lot numbers 18, 19, and 20 on sheet 2 of 3 and sheet 3 of 3 should be inserted on the west side of platted Alphabet Road sequentially from south to north as 18, 19, and 20 after Lot 17.

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 and that a copy hereof shall be provided to the Chancery Clerk of Harrison County, Mississippi, for further action in accord herewith.

THE ABOVE AND FOREGOING ORDER, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES	**NAYS**	**ABSENT/ABSTAIN**

WHEREUPON, the President declared the motion carried and the Order adopted, this the ____day of _____, 2023.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Order submitted to and approved by the Mayor, this the ____ day of _____, 2023.

APPROVED:

_____

MAYOR

May 3, 2023

RECEIVED
5/3/23 SL

Gregory Holmes – Assistant Director of Urban Development
City of Gulfport – Planning Division
1410 24th Avenue
Gulfport, MS 39501

RE: Final Plat (2204PC062)
Florence Gardens, Phase IX
Gulfport, Mississippi

Dear Mr. Holmes:

At the Gulfport City Planning Commission Public Hearing held on Thursday, April 28, 2022, and subsequently at the June 7, 2022 Gulfport City Council regular meeting, the Final Plat (2204PC062) for a 24-lot subdivision (Florence Gardens Phase 9) was approved.

Since that approval, I have become aware of a scrivener's error that occurred on the signed Final Plat for this subdivision. The error was an omission of lot numbers 18, 19, and 20 on sheet 2 of 3 and sheet 3 of 3. The lots are on the west side of the platted Alphabet Road and should be numbered sequentially from south to north as 18, 19, 20 after the numbered lot 17.

Please accept this letter as an acknowledgement of the scrivener's error on this plat for the lots mentioned above. The lot numbers may be hand-written on the final plats and no further action required.

Should you have any questions or comments, please feel free to contact me at (228) 436-7612.

Sincerely,

Jeffrey C. Collins, P.S.

MEMORANDUM

To: City of Gulfport Planning Commission

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

Date of Hearing: July 5, 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. (postponed on 6/20/2023)

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	**– Chairman**
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.

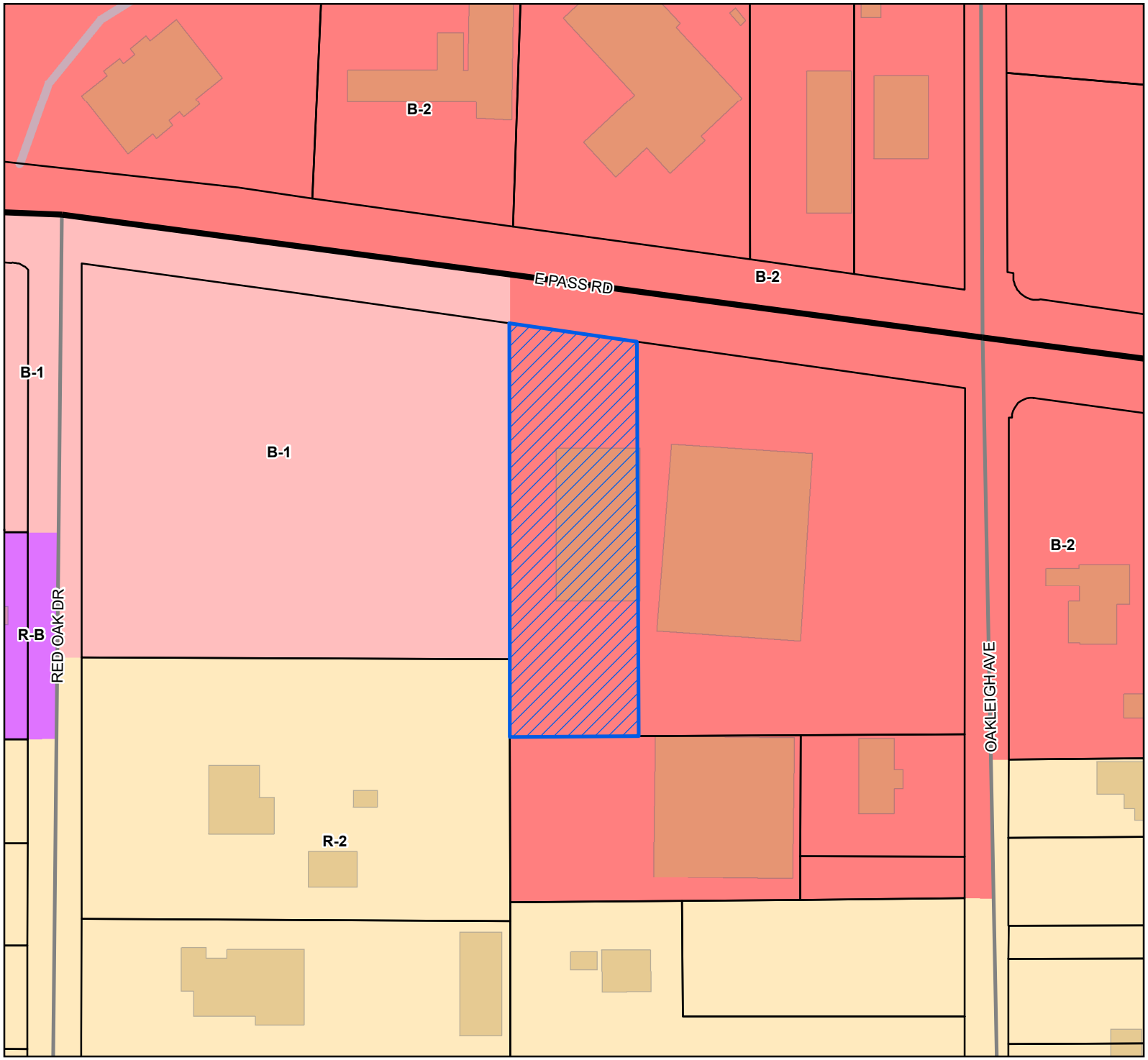
DIRECTOR APPROVAL

This report has been reviewed and approved by:

Ryan Merrill
Director of Urban Development Department

2304PC031

Planning Commission Approval



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

0 10 20 30
Yards

1 inch = 100 feet

N
W E
S

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

Revision date 11/2/2020

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

For Staff Use Only

Case Number: 2304PC031

Date Received: 2-28-23

Receipt Number:

Received By: KB

Zoning: B-2

Ward: 2 Flood: X

Size: 27,192

APPLICATION FOR PLANNING COMMISSION APPROVAL

Property Information

TAX PARCEL # 1 0 1 0 H - 0 2 - 0 1 9 . 0 0 0

(If necessary, use separate sheet of paper)

Address of Property Involved: 2159 E Pass Road - Suite A Gulfport, MS 39507

Lot(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	AGENT
2159 E PASS LLC (Keefe J. Ditta)	Waseem Younis
Printed Name of Owner	Printed Name of Agent
PO Box 1339	5909 Schaefer Road
Mailing Address	Mailing Address
Marrero LA 70073	Dearborn MI 48126
City State Zip code	City State Zip code
470.961.7943 504.392.0198	313.416.0980
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
alden@keefes.com	wyounis14@gmail.com
Email	Email
Signature of Owner	Signature of Agent

If the property or properties listed above have more than one owner, please check this box. In the 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 DiTta (PRINT NAME), being property owner of 2159 E Pass Road (PRIMARY ADDRESS OR PARCEL) which is the subject of this application hereby authorize WAseem Younis (PRINT NAME) to act as my representative with the City of Gulfport's Zoning Board of Adjustment and Appeals, and/or Planning Commission, and/or City Council, and/or permitting and licensing, as required by the City.

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

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

Signature 2-22-23 *Date*

STATE OF MISSISSIPPI | COUNTY OF HARRISON

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

Notary Public at death *Commission Expiration*

CINDY GARCIA-ID NO. 125967 NOTARY PUBLIC JEFFERSON PARISH, LA

medical ~~cannabis dispo~~

More than 1000 ft from churches or other dispensary

Hour of op:

Mon – Wed	9-7
Thur thru Sun	9-9
Sundays	6-6

Section F:

1. CTA
2. City Gpt
3. City Gpt #6 FIRE 1000 - PASSED.

Police 2220 15th st Gpt

4. Bay View Furniture
   European Otto.
   Capital Car Wash
5. Ample parking, easy access. Plenty of parking in REAR.
6. No undo traffic congestion
7. Providing A service to the community.

INTERIOR RENOVATIONS FOR

Hempnotize Mississippi

Medical Dispensary

2159 Suite A E. Pass Rd. Gulfport, MS

DATE:	01/30/2023
PROJ. NO.	02352-00
DRAWN:	JLP/DKC
CHECKED:	DKC
SHEET NO.	A1

REVISIONS:

COWART ARCHITECTS, PC

710 POETTER AVE.

OCEAN SPRINGS, MS 39564

(228) 872-1801 (228) 872-1843

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

Blow This Up

Our File: 81A1830

1st Judicial District
Instrument 2017-8851-D-J1
Filed/Recorded 12/14/2017 11:00 AM
Total Fees $13.00
3 Pages Recorded

1st Judicial District
Instrument 2018-2482-D-J1
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:

_____

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 64152
KASEY ANN GANNON
Commission Expires
Sept. 27, 2021
HARRISON COUNTY

EXHIBIT A
LEGAL DESCRIPTION

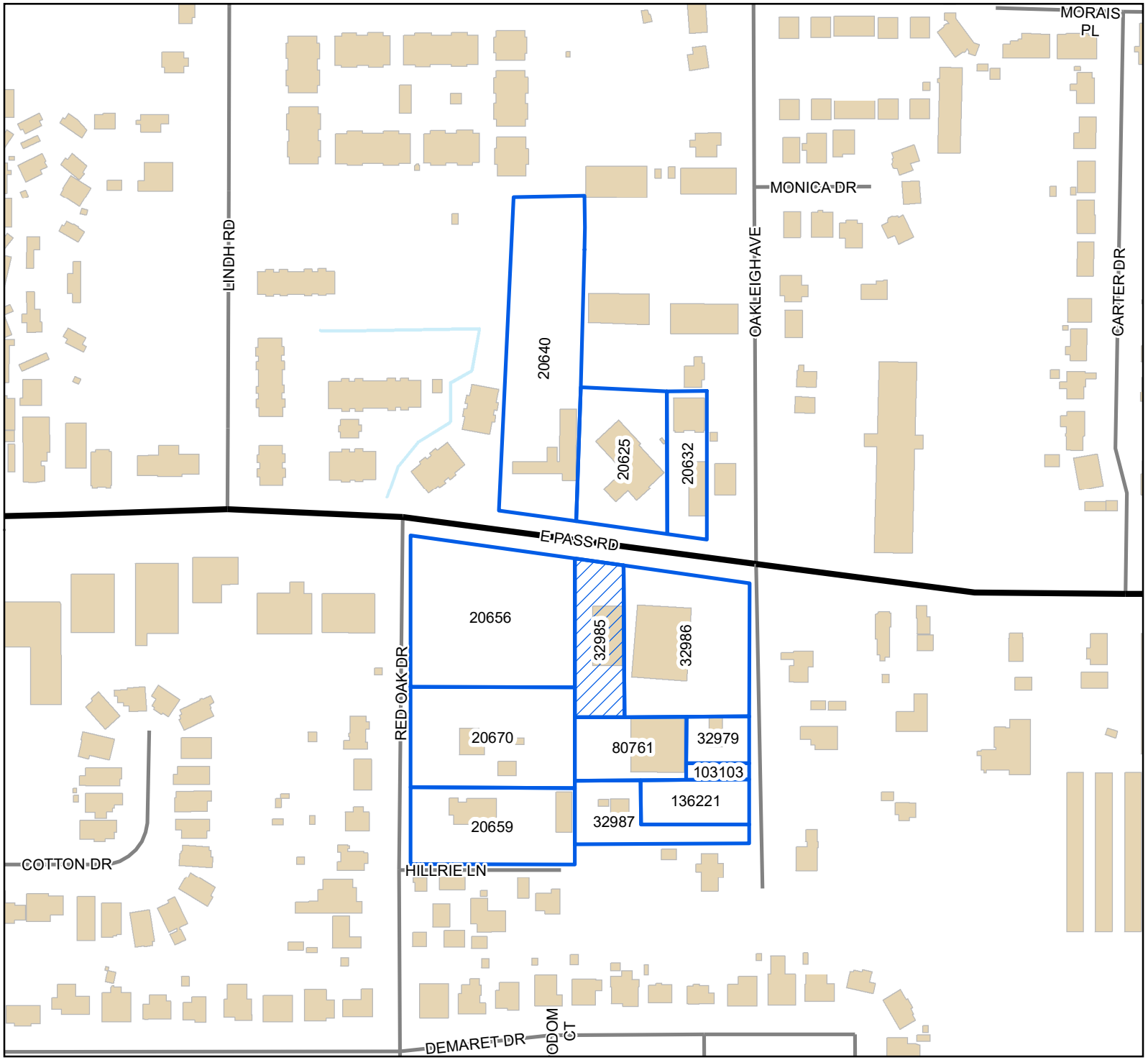
Lot 4, Block 2, OAKLEIGH SUBDIVISION, City of Gulfport, Harrison County, Mississippi, and a strip of land adjoining the West side of said Lot 4 being more particularly described as follows:

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

2304PC031

Planning Commission Approval



Legend

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

0 40 80 120

Yards

1 inch = 260 feet

N

W E

S

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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
		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
			Adjacent Property Owners(2304PC031)				
	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. The application is available for viewing in the Planning Division office at 1410 24th 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, 1011C-01-013.000, 1011C-01-010.000, 1011C-01-011.145, 1011C-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 Lorrain Road & 11268 Lorraine Rd, Zoned B-2 (General Business), Ward 6

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

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 Guidry, 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

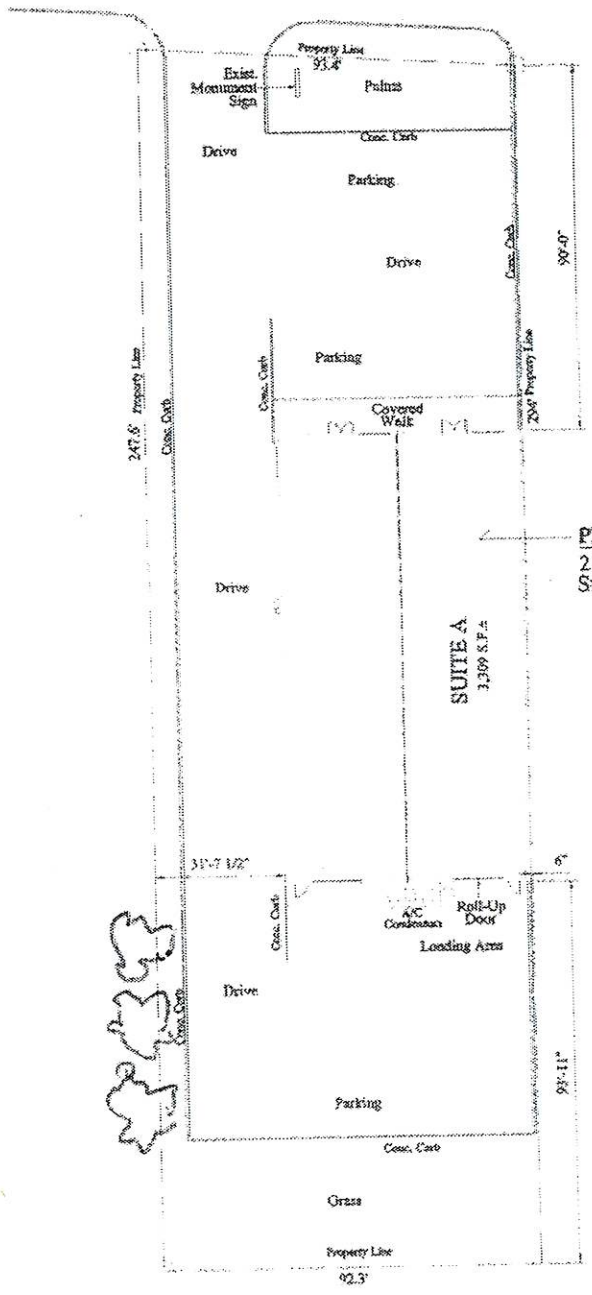
Final Plat 2304PC042, by owner River Pointe Estates, LLC, seeking approval of final plat for 7 Single-family lots (River Point Estates Subdivision) at 10550 O'Neal Road, Tax Parcels 1007O-01-028.000, 1007O-01-028.014, 1007O-01-028.012, 1007O-01-028.008, Zoned R-E (Residential Estate), Ward 6

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 >>

EXHIBIT 031
tabbies
B

East Pass Rd.



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

N

COWART ARCHITECTS, PC
710 PORTER AVE.
OCEAN SPRINGS, MS 39564
(228) 872-1801 (228) 872-1843

REVISIONS:

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

DATE: 01/30/2023
PROJ. NO. 02352-00
DRAWN: JLP/DKC
CHECKED: DKC

SHEET NO.
A1

EXHIBIT 031
C
tabbies

2139

KEMKO

WRITTEN STATEMENT ADDRESSING ISSUES LISTED IN THE APPLICATION

1. Transportation and access are as easy as accessing any business or commercial enterprise on East Pass Road in Gulfport and there is ample parking, front and back.

2. Water is supplied by the City of Gulfport.

3. Waste disposal is by Waste Pro contracted by the City of Gulfport.

4. Fire and Police protection are provided by the City of Gulfport.

5. Other public facilities, as we understand the issue, are the numerous other business and commercial enterprises in and around this area, the closest being Suite B tenant, Biloxi Beach Resorts Rentals, and Bayview Furniture, European Auto, and Capital Car Wash.

6. The proposal will not cause undue traffic congestion or create a traffic hazard because there is an entrance/exit that was suitable for the previous tenant, The American Heart Association. This property is at that point where there is a turning lane in the center between two eastbound and two westbound lanes. The Company is already operating a dispensary in Michigan with two more opening in approximately thirty (30) days, another in Michigan and one in Ohio. The Company is familiar with the business and its operation.

7. The dispensary is in harmony with the orderly and appropriate development in the district because it puts more business into the district which makes it more attractive for others that are looking for a location. Business makes more business which makes more customers which generates more tax revenue and fills an empty building.

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.

RECEIVED 5-5-23

Wayne L. Hengen

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

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

H1.2 Planning Commission Approval 2304PC031

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

MR. WILLIAMS: Thank you.

Is someone here to speak for this request?

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

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

radius measurement, with another dispensary door to door.

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

The company is the only owner of the property.

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

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

Second, water supplied by the City of Gulfport.

Third, waste disposal by Waste Pro contracted by Gulfport.

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

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

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

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

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

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

empty building.

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

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

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

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

MR. WILLIAMS: Any questions of the applicant?

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

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

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

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

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

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

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

MR. HEWES: Yes.

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

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

MR. HEWES: Thank you.

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

MS. FEATHERSTON: Yes. Oakleigh Lane.

MR. WILLIAMS: Oakleigh. Yeah.

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

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

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

MS. FEATHERSTON: Yes.

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

MS. FEATHERSTON: They are within that boundary.

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

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

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

requirement for hotels, but not for general residence.

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

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

MR. HEWES: Is there a what?

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

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

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

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

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

MR. WILLIAMS: All right. Ms. Virginia.

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

MR. HENGEN: No.

MS. ADOLPH: What does that mean?

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

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

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

MR. HENGEN: On Sundays.

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

PERSON IN AUDIENCE: Correct.

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

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

MR. WILLIAMS: Any other questions?

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

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

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

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

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

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

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

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

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

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

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

MR. HENGEN: Thank you.

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

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

Yes, ma'am.

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

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

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

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

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

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

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

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

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

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

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

MS. BELL: Correct.

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

Thank you.

MS. BELL: Okay. All right.

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

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

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

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

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

MR. GRAY: Oh, I'm sorry.

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

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

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

Thank you.

MR. WILLIAMS: Thank you. Appreciate it.

All right. Mr. Hengen.

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

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

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

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

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

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

MR. WILLIAMS: Thank you. Thank you.

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

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

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

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

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

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

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

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

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

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

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

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

MR. WILLIAMS: Any other comments?

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

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

So those are my comments.

Any other comments?

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

That's all.

MR. WILLIAMS: All right. Any other discussion?

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

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

MR. WILLIAMS: Seven. All right.

All those against that motion, one.

(Daigle.)

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

Thank you all.

BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2304PC031

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 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: July 5, 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. (postponed on 6/20/2023)

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, 1st 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

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

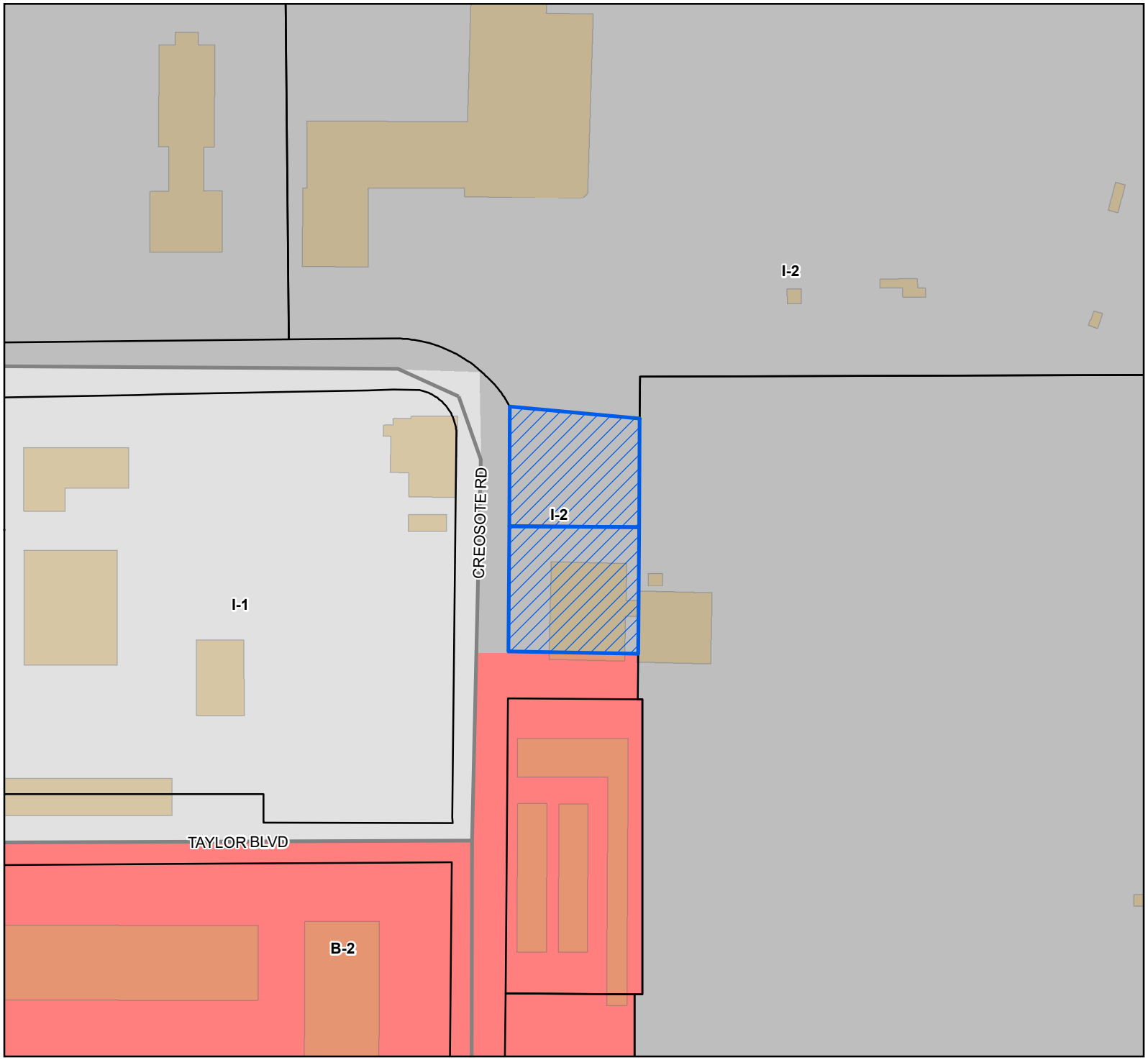
DIRECTOR APPROVAL

This report has been reviewed and approved by:

Ryan Merrill
Director of Urban Development Department

2304PC037

Planning Commission Approval



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

0 25 50 75
Yards

1 inch = 150 feet

N
W E
S

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

Revision date 11/2/2020

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

APPLICATION FOR PLANNING COMMISSION APPROVAL

For Staff Use Only

Case Number: 2304PC037
Date Received: 03/7/23
Receipt Number:
Received By: mcd
Zoning: I-2
Ward: 3 Flood: X
Size: 36,816.02 sqft

Property Information

TAX PARCEL # 0809I-01-020.000
0809I-01-021.000
(If necessary, use separate sheet of paper)

Address of Property Involved: 9506 and 9524 Creosote Road

Lot(s) NA, Block(s) NA, Subdivision NA

General 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	AGENT
Broad Avenue Medical Specialists, LLC	Donovan Scruggs
Printed Name of Owner	Printed Name of Agent
111 W Scenic Drive	317 Pine Drive
Mailing Address	Mailing Address
Pass Christian MS 39571	Ocean Springs MS 39564
City State Zip code	City State Zip code
NA 228-363-2819 (Jourdan Nicaud)	NA 228-348-1315
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
jourdan@nicaudfoods.com	donovan@scruggsplanning.com
Email	Email
Signature of Owner	Signature of Agent

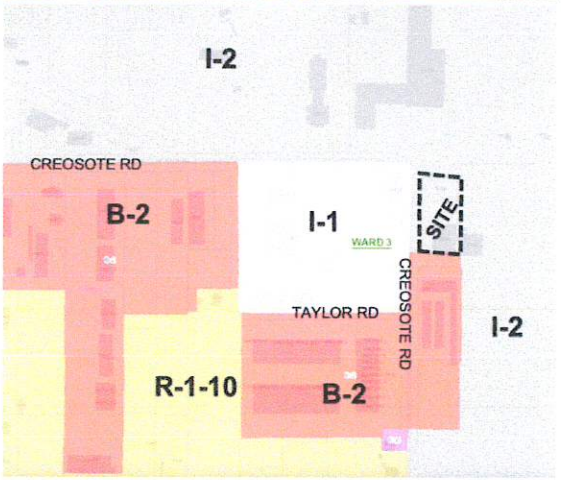
If the property or properties listed above have more than one owner, please check this box. In the case of multiple owners, reverse side must be completed. Each additional owner will need to complete and sign the reverse side of this application. We can only accept applications with original signatures.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

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. 1st 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 1st 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 a 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 24th 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

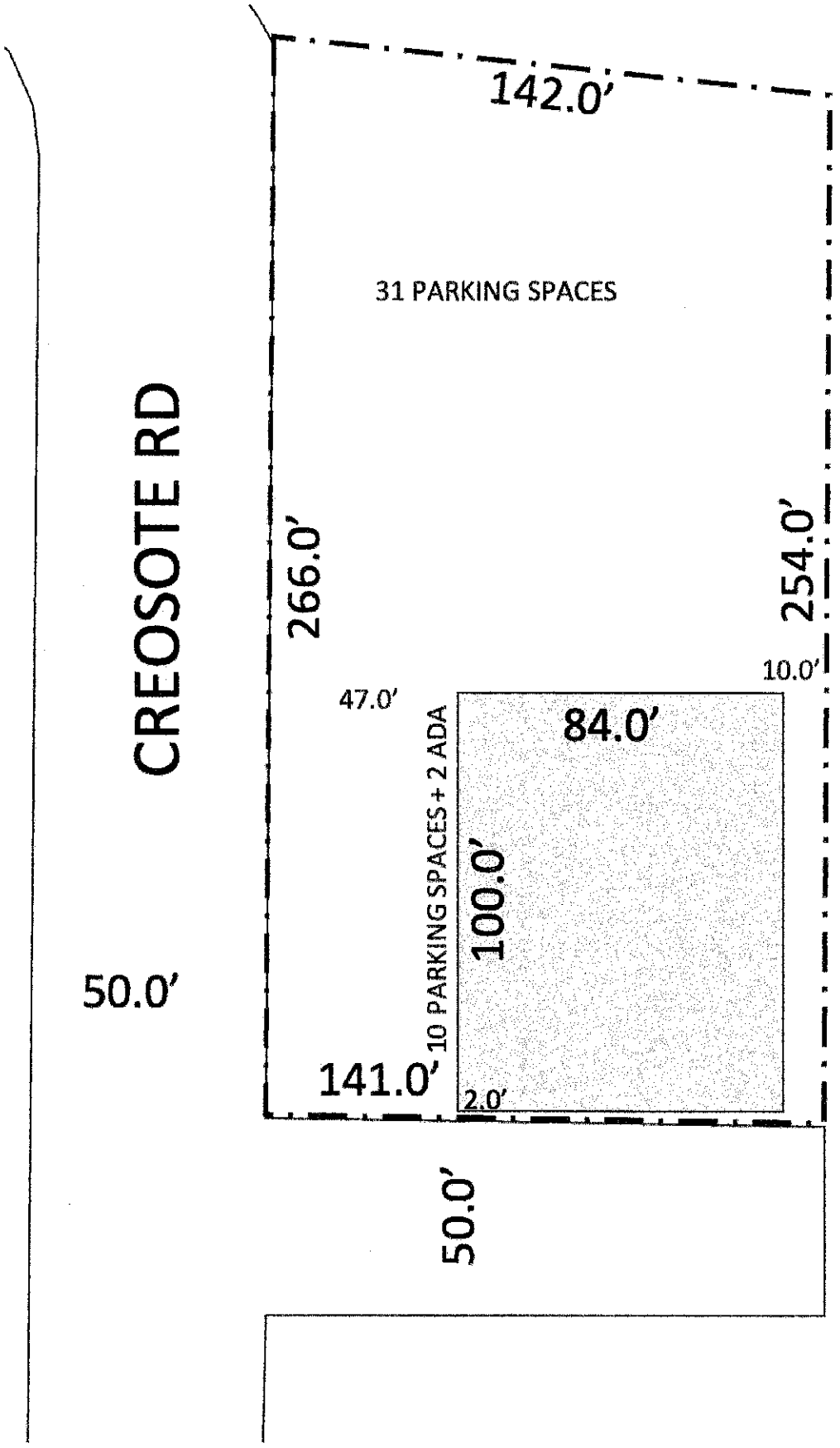
Notary:

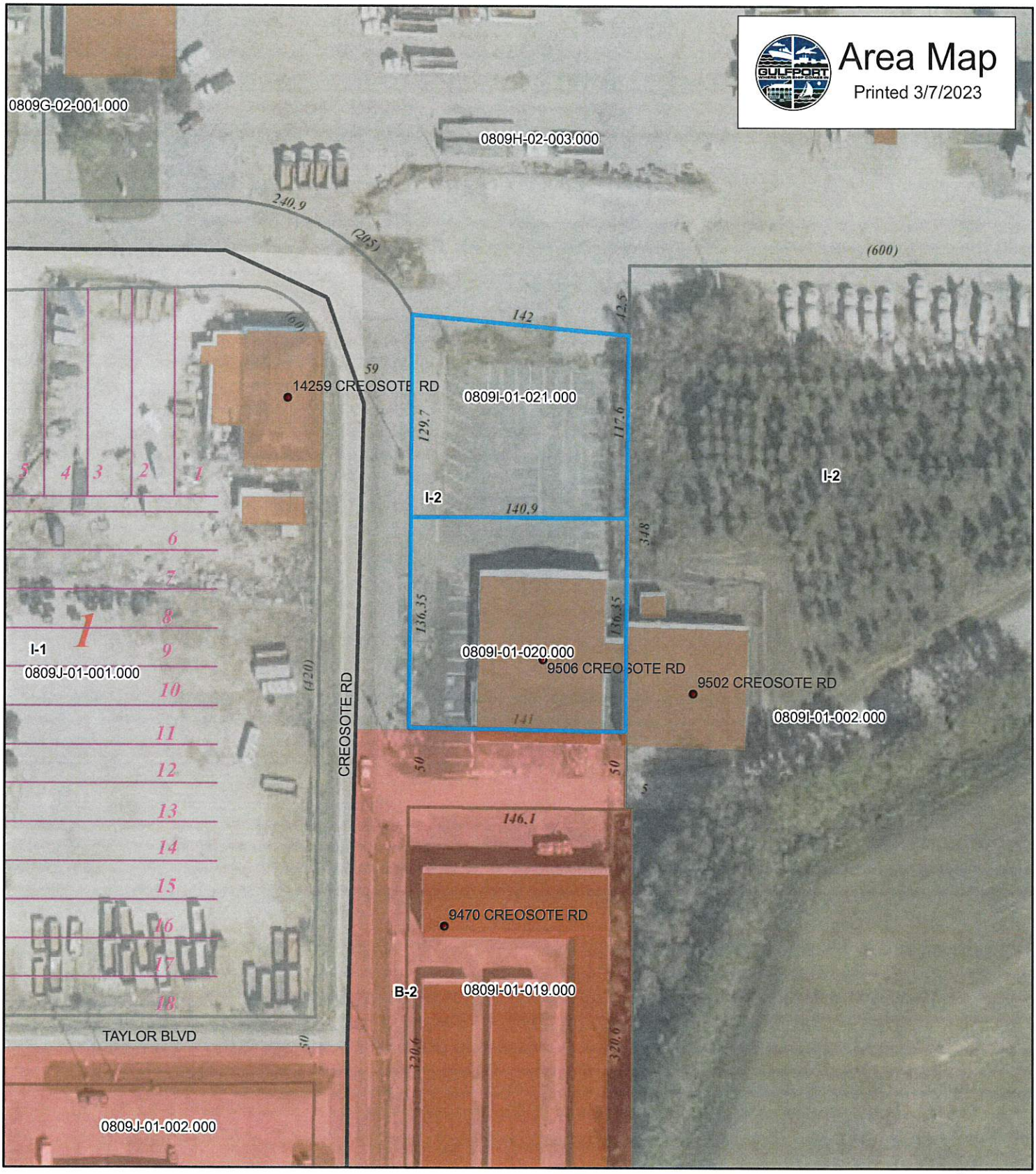
Subscribed and sworn to before me in my presence, this 7th day of March 2023, a Notary Public in and for the County of Harrison State of Mississippi.

(Signature) Notary Public

My Commission Expires Sept 5 2026

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 335756
WESLEY MICHAEL NEWELL
Commission Expires
Sept. 5, 2026
HARRISON COUNTY


142.0'
31 PARKING SPACES
CREOSOTE RD
266.0'
254.0'
10.0'
47.0'
84.0'
10 PARKING SPACES + 2 ADA
100.0'
50.0'
141.0'
2.0'
50.0'



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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.

NOTARY PUBLIC

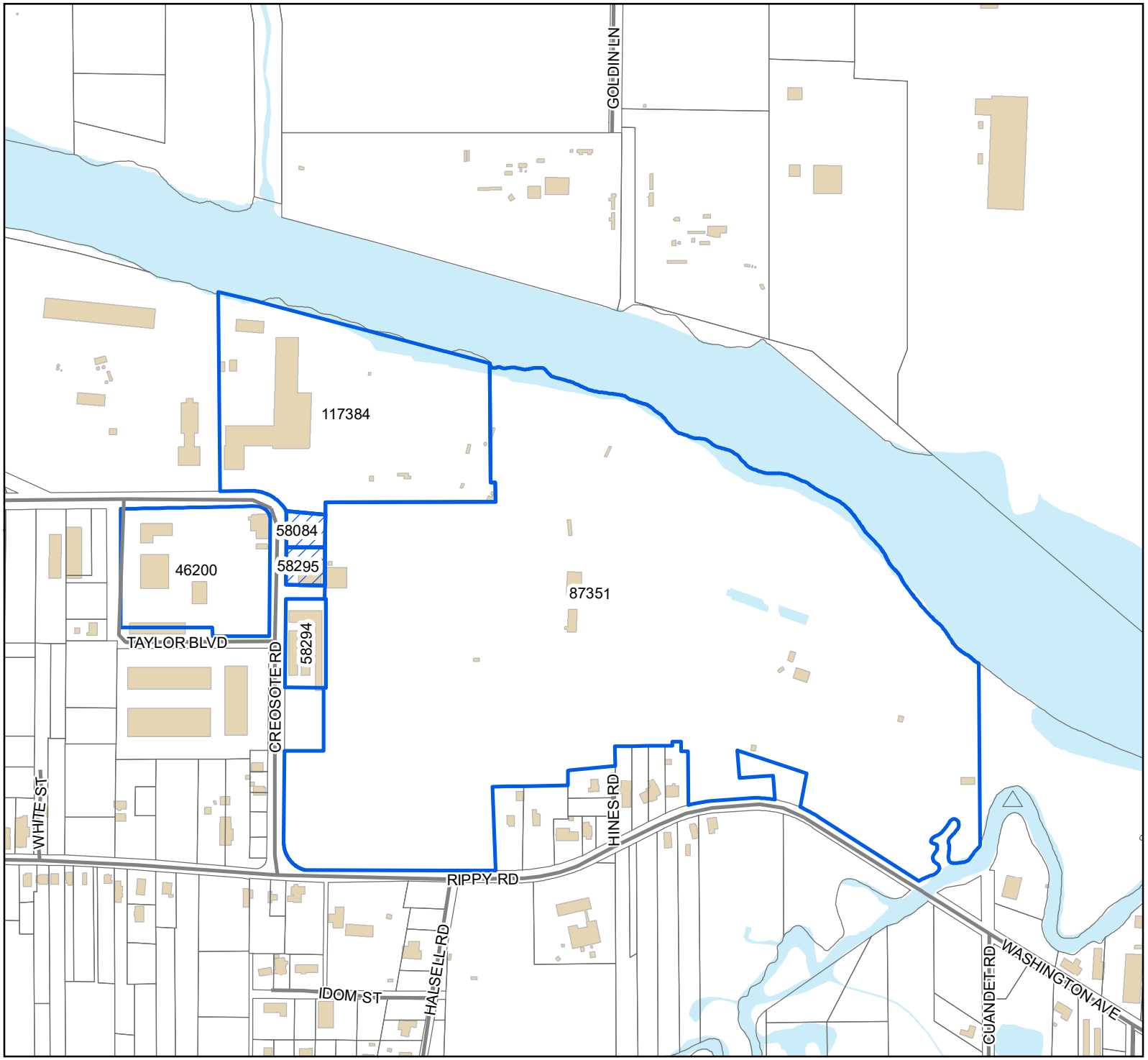
(S E A L)

My Commission Expires:

STATE OF MISSISSIPPI
EDNA MARIAN SEMSU
NOTARY PUBLIC
ID No. 5644
My Commission Expires
October 17, 2019
HARRISON COUNTY

2304PC037

Planning Commission Approval



Legend

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

0 80 160 240

Yards

1 inch = 500 feet

N

W E

S

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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
			Adjacent Property Owners(2304PC037)				
	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. The application is available for viewing in the Planning Division office at 1410 24th 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, 1011C-01-013.000, 1011C-01-010.000, 1011C-01-011.145, 1011C-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 Lorrain Road & 11268 Lorraine Rd, Zoned B-2 (General Business), Ward 6

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

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 Guidry, 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 0809I-01-021.000 & 0809I-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 adjourning 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

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 EC
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

H1.5 Planning Commission Approval 2304PC037

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

MR. WILLIAMS: All right. Thank you.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

will be hearing rounds going off outside of the building.

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

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

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

MR. HEWES: Okay. Thank you.

MR. WILLIAMS: Good deal.

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

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

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

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

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

(Laughter.)

MR. WILLIAMS: All right.

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

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

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

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

Any other questions?

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

MR. SCRUGGS: I'll be here.

MR. WILLIAMS: All right. Thanks.

Anyone else here to speak for this request?

Anyone here to speak against this request?

Yes, ma'am.

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

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

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

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

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

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

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

Six, potential high volumes of explosive

sounds and noises coming from the facility.

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

We further request that a full 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 underground gas barrels, containers been removed?

Have there been any environment impact studies for the area?

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

Ethel B. Caldwell.

MR. WILLIAMS: Thank you. Appreciate it.

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

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

Road, Turkey Creek.

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

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

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

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

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

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

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

Thank you.

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

Anyone else here to speak against the request?

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

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

MR. WILLIAMS: For Mr. Scruggs?

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

MR. WILLIAMS: Staff.

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

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

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

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

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

MS. FEATHERSTON: Yes.

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

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

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

MR. WILLIAMS: Okay. Good deal.

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

MR. WILLIAMS: Any other questions?

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

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

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

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

MS. CALDWELL: Can I say something?

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

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

MR. DAIGLE: Yes. Just airing it out.

MR. WILLIAMS: Any other questions or comments?

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

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

rounds that are fired.

So that is not going to be an issue whatsoever.

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

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

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

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

MR. WILLIAMS: Thank you, Mr. Hewes.

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

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

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

MR. HEWES: Second.

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

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

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

MR. WILLIAMS: All right. Any other comments?

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

(Adolph opposed.)

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

BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2304PC037

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 16 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 17th day of May 2023.

_____

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2023, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 5 OF THE CODE OF ORDINANCES TO PROVIDE FOR LICENSING AND REGULATION OF SMALL TRASH COLLECTORS, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport recognizes the need for proper waste management and disposal, and the role that small trash collectors play in this process;

WHEREAS, the unpermitted collection and disposal of waste by small trash collectors can lead to improper waste disposal and illegal dumping on public and private property, creating a public health hazard and environmental damage;

WHEREAS, it is in the best interest of the City of Gulfport to establish licensing requirements for small trash collectors to ensure the proper collection and disposal of waste;

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

SECTION 1: That the matters and things set forth in the above preamble are hereby accepted as stated as the findings of the Gulfport City Council.

SECTION 2. That Chapter 5 of the Code of Ordinances of the City of Gulfport be and the same is hereby amended to add the following:

1. Purpose. The purpose of this ordinance is to establish licensure requirements for and regulations governing small trash collectors operating within the City of Gulfport to ensure the proper collection, transportation, and disposal of solid waste and hazardous household waste.
2. Definitions. For the purposes of this ordinance, the following definitions shall apply:
    A. *Small trash collector.* Any individual, partnership, or corporation engaged in the business of collecting and disposing of residential or small (non-industrial) commercial solid waste generated within the City of Gulfport using a vehicle with a gross vehicle weight rating (GVWR) of less than 26,000 pounds, including pickup trucks and other similar vehicles.
    B. *Solid waste.* All garbage, refuse, and other discarded materials, including but not limited to yard waste, construction and demolition debris, and hazardous household waste.

C. *Hazardous household waste*. Any waste generated in a household that is potentially harmful to human health or the environment, including but not limited to, batteries, pesticides, cleaning products, electronic waste, household paint, and other household chemicals.

D. *Household.* A single-family dwelling, including its curtilage, and any other residential unit, such as a condominium unit, mobile home, or apartment unit, that is occupied as a residence by one or more persons on a regular or temporary basis.

3. Permit Requirement.

A. No small trash collector may operate within the City of Gulfport without first obtaining a small trash collector permit to do so from the City.

B. Small trash collectors shall submit an application for a small trash collector permit to the City Clerk's office, on an application form prepared by the City, which application shall, at a minimum, require the following:

i. The name (individual or corporate, as applicable), mailing address and physical address and phone number/s of the small trash collector; and

ii. A description of the vehicle or vehicles to be used by the small trash collector in the conduct of its business;

iii. Business tax certificate number, if applicable;

iv. Proof of insurance;

v. Any and all other information required by the City on the application.

C. The City Clerk shall issue a small trash collector permit, along with the required placard and window sticker, to a small trash collector if a fully completed application, with all required attachments, is submitted to the City Clerk and the permit fee is paid in full.

D. The fee for a small trash collector vendor permit shall be $25.00 per year.

E. A small trash collector permit shall be valid for one year from the date of issuance, but may be renewed upon submission of a completed small trash collector permit renewal application and the permit fee.

F. Insurance Requirements. General liability insurance coverage of at least $1 million per occurrence and $2 million aggregate; Automobile liability insurance

coverage of at least $500,000 per occurrence; Worker's compensation insurance, if applicable.

4. Regulations governing small trash collectors.

A. Vehicle Requirements. Vehicles used for the collection and transportation of solid waste must have a valid registration, proof of insurance, and be properly maintained and must comply with all applicable federal, state, and local laws and regulations.

B. Personnel Requirements. Employees of a small trash collector must be trained in the proper handling of solid waste and the operation of collection vehicles, and all employees must wear proper personal protective equipment when handling solid waste.

E. Solid Waste Collection and Disposal Requirements.

i. Small trash collectors must provide for the proper collection, transportation, and disposal of solid waste in accordance with all applicable federal, state, and local laws and regulations.

ii. Solid waste must be disposed of at an approved and appropriate solid waste disposal facility in accordance with all applicable federal, state, and local laws and regulations. Household and non-hazardous solid waste shall be taken to a Class I landfill, while hazardous household waste and other hazardous waste shall be taken to a Class II or Class III landfill, or as may otherwise be required by applicable state and federal regulations.

iii. Solid waste collected by small trash collectors shall be separated into appropriate categories, such as yard waste, construction and demolition debris, household waste, and hazardous household waste. Hazardous household waste and other hazardous waste shall not be comingled with other waste.

iv. Small trash collectors must maintain accurate records of all solid waste collected and disposed of, including a manifest detailing the type of waste, its origin, and its ultimate disposal location. The manifest must be retained for a minimum of three years and be available for inspection by the City, upon written request, within three business days.

F. Criminal Background Check. All owners, partners, and/or corporate officers of a small trash collector is subject to a criminal background check as part of the permit application process. A criminal record may not necessarily disqualify an applicant from obtaining a permit, and the City shall consider the nature of the offense and its relevance to the trustworthiness or fitness of the applicant for small trash collection and disposal.

5. Enforcement and Penalties

A. Violation of any provision of this ordinance shall constitute a misdemeanor punishable as set forth by law and may result in revocation of the small trash collector permit by the City. Each day of operation without said permit shall constitute a separate offense.

B. Suspension or Revocation of Permit

i. The City may suspend or revoke a small trash collector's permit for any of the following reasons:

- Violation of any provision of this ordinance;
- Providing false or misleading information on the licensure application or renewal form;
- Failing to comply with any applicable federal, state, or local laws or regulations governing the collection and disposal of solid waste.

ii. Prior to suspension or revocation, the City shall provide the small trash collector with written notice of the alleged violation and an opportunity to respond. If the small trash collector fails to correct the violation within thirty (30) days, the City may take progressive disciplinary action, including but not limited to:

- Issuing a written warning for the first violation;
- Imposing a fine for subsequent violations;
- Suspending the Permit for a period of time for repeated or serious violations;
- Revoking the permit for egregious or repeated violations.

iii. If the City determines that a small trash collector has engaged in fraudulent or criminal conduct, or has committed an egregious violation of this ordinance or

applicable laws and regulations, the City may immediately revoke the permit without prior notice or opportunity to respond.

iv. The small trash collector shall have the right to appeal the suspension or revocation of their small trash collector permit to the City Council so long as document outlining the grounds for the appeal is submitted within fifteen (15) days after the date of the City's notice letter to the City Clerk who shall provide a copy of the appeal document to the Clerk of Council who shall be responsible for ensuring that the appeal is scheduled before the City Council not more than thirty (30) days after the date the appeal document is received by the City Clerk. Written notice of the appeal hearing before the City Council shall be mailed, by the Clerk of Council, to the small trash collector at the mailing address provided on the small trash collector permit application not less than ten (10) days prior to the date established for the appeal hearing before the City Council. The City Council shall conduct a hearing on the matter and shall make a determination based on the evidence presented.

v. This section shall not be construed to limit the City's authority to seek any other remedy available at law or equity, including but not limited to injunctive relief or damages.

6. The requirements of this section shall not be construed to limit the authority of law enforcement to stop and inspect any vehicle suspected of violating this ordinance or any other applicable law or regulation.

7: Severability. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not affect any other provision or application of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

SECTION 4. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: "This Ordinance amends the City's Code of Ordinances (Chapter 5 – Permits and Business Regulations) to establish a licensing scheme for small trash collectors and regulations governing small trash collectors. A copy of the full text of this Ordinance is available to municipal residents upon request to the City

Clerk." For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City's Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by _____, seconded by _____ and was adopted by the following roll call votes, to-wit:

YEAS: ABSTENTIONS: ABSENCES: NAYS:

WHEREUPON the President declared the motion carried and the Ordinance adopted this the _____ day of _____, 2023.

(SEAL:)

ATTEST: ADOPT:

_____ _____
CLERK OF THE COUNCIL PRESIDENT

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the _____day of _____, 2023.

_____
BILLY HEWES, Mayor

MEMORANDUM

To: City of Gulfport Planning Commission

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

Date of Hearing: July 5, 2023

Re: Ordinance - amending the official text of the Comprehensive Zoning Ordinance, to amend Section I. Definitions, (b) Words and Phrases - Hotel - Case # 2305PC054.

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."

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

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

Date: June 28, 2023

Re: **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."**

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

Motion: Mr. Hancock

Second: Mr. Sellers

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

Action: Motion carried unanimously

Speaking for the Petition:
1. Margaret Murdock

Speaking against the Petition: None

On May 25, 2023, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for July 5, 2023.

Revision date 11/2/2020

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 #: 2305PC054

Date Received: 4/12/2023

Receipt #: _____

Received By: _____

Zoning: _____

Ward: _____ Flood: _____

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

Amend, in the Comprehensive Zoning Ordinance, the definition of "Hotel" by deleting the words "and nightly and weekly vacation rentals located in one- and two-family dwelling units"

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~~ Applicant

City of Gulfport - Administration

Printed Name Of Owner

by & through the Legal Department

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

Email

Assistant City Attorney

Signature Of Owner

AGENT

Printed Name Of Agent

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

Email

Signature Of Agent

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

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

Text Amendment

Submission Requirements

A. Attached.
B. Not applicable.
C. Not applicable.
D. Please provide notice as required by law for a text amendment.
E. Not applicable.
F. 5. The proposed amendment to the definition of hotel does not involve "a change in classification of land [sic] necessary." At present, the City does not intend to regulate the short term rental of a residential dwelling unit. The language proposed to be deleted from the Comprehensive Zoning Ordinance's definition of hotel is presently creating confusion about where we allow for the short term rental of a single family home or a duplex. The proposed language is to clarify the City's current lack of regulatory oversight of these types of uses.
G. 1. City of Gulfport, P.O. Box 1780, Gulfport, MS 39502
   2. See above – we are proceeding under 5. Ordinance changes.
   3. Not applicable.
   4. Effect of the proposed amendment – very little as the city has not actively prohibited short term rentals in single family homes or duplexes in a number of years. These type uses exist at present throughout our City.
   5. Not applicable.

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, AS AMENDED, TO AMEND SECTION I. DEFINITIONS, (B) WORDS AND PHRASES – HOTEL BY AMENDING THE DEFINITION OF HOTEL TO REMOVE REFERENCE TO NIGHTLY AND WEEKLY RENTALS; AND FOR RELATED PURPOSES

WHEREAS, the City wishes to clarify that it does not prohibit or regulate in any way Short Term Rentals (i.e., rental of a residential dwelling for a period of less than thirty days); and

WHEREAS, presently, such rentals are referenced in the definition of "Hotel" in the Comprehensive Zoning Ordinance; and

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 remove the reference to nightly and weekly rentals of one- and two-family dwelling units from the definition of "Hotel":

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

SECTION 1: That Section I. Definitions (B) Words and Phrases – *Hotel* of 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, as follows;

EXISTING:

Hotel: A building or group of buildings in which any sleeping quarters are furnished on a commercial basis to transients or to any person or persons for a period of less than one (1) month; the term includes "motel", "tourist court" and nightly and weekly

vacation rentals located in one- and two-family dwelling units.

AMEND TO READ:

Hotel: A building or group of buildings in which any sleeping quarters are furnished on a commercial basis to transients or to any person or persons for a period of less than one (1) month; the term includes "motel" and "tourist court."

SECTION 2. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: "This Ordinance amends the City's Code of Ordinances (Appendix A, Comprehensive Zoning Ordinance) to amend the definition of "hotel" by removing reference to nightly and weekly vacation rentals of one and two family dwelling units from the definition of "Hotel". A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk." For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City's Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by _____, seconded by _____ and was adopted by the following roll call votes, to-wit:

YEAS: NAYS: ABSTENTIONS: ABSENT:

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the _____ _____day of _____, 2023.

(SEAL:)

ATTEST: **ADOPT:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the _____ day of _____, 2023.

_____

MAYOR

McClatchy

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.

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

McClatchy

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

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Attention: Matilda Welch

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
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PUBLIC HEARING

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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.

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

CITY OF GULFPORT PLANNING COMMISSION

2305PC054

TRANSCRIPT OF HEARING

May 25 2023

****

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS, GULFPORT, MISSISSIPPI, ON THE 25TH DAY OF MAY 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
VIRGINIA ADOLPH
B.J. SELLERS
CHARLIE HEWES
HAROLD SPANN
DOUG HANCOCK
BRYAN JACOBS

STAFF PRESENT:

GREG HOLMES
SU-LIN FEATHERSTON
LESLIE ERVIN
RHONDA GADDIS
KEVIN BROWN

ALSO PRESENT:

MARGARET MURDOCK ESQ., City Attorney

H2.5 Zoning Text Amendment 2305PC054

MS. GADDIS: Zoning Text Amendment 2305PC054 has been duly and timely noticed as required by law. The 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.

A copy of the packet Exhibit A considered is hereby offered for the record.

MR. WILLIAMS: Thank you.

Is this what you're here with us for, Ms. Margaret?

MS. MURDOCK: I'm your star witness for the rest of the evening.

MR. WILLIAMS: Well, now I understand. All right.

MS. MURDOCK: Okay. This one is, as you know, we've had a lot of talk about the vrbos and short term rentals and so forth.

When the decision was made by the mayor and council just to sort of stay out of that world, we've still got this language out there, and it's the final thing that we need to do to clean up our departure from being involved in any type of discussion of vrbos or short term rentals.

So we would like to delete the words noted,

the and nightly and weekly vacation rentals located in one- and two-family dwelling units, from the definition of hotel.

MR. HEWES: So I guess this means the city is not going to be in the vrbo business as far as giving them any structure for where to exist or not exist. This is the city's exit out of it.

MS. MURDOCK: At this point, I have been told that under the current administration it will not be brought up again. It may be brought up again in a later administration.

So what we would ask is a motion to recommend approval of the proposal to amend the definition of hotel in the zoning ordinance.

MR. WILLIAMS: Any other questions, Commissioners?

If not, can we get that motion?

MR. HANCOCK: Mr. Chairman, I move we approve Zoning Text Amendment 2305PC054.

MR. WILLIAMS: Do I have a second?

MR. SELLERS: Second.

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

BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2305PC054

COURT REPORTER'S CERTIFICATE

I, Norma Jean Ladner Soroe, Certified Shorthand Reporter, do hereby certify that to the best of my skill and ability I have reported the hearing held before the City of Gulfport Planning Commission and that the foregoing 3 pages constitute a true and correct transcription of said hearing held on the 25th day of May 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 31st day of May 2023.

_____

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

There came on for consideration at a duly constituted meeting of the City Council and Mayor of the City of Gulfport held on the _____ day of _____, 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, AS AMENDED, TO AMEND SECTION I. DEFINITIONS, (B) WORDS AND PHRASES – HOTEL BY AMENDING THE DEFINITION OF HOTEL TO REMOVE REFERENCE TO NIGHTLY AND WEEKLY RENTALS; AND FOR RELATED PURPOSES

WHEREAS, the City wishes to clarify that it does not prohibit or regulate in any way Short Term Rentals (i.e., rental of a residential dwelling for a period of less than thirty days); and

WHEREAS, presently, such rentals are referenced in the definition of "Hotel" in the Comprehensive Zoning Ordinance; and

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 remove the reference to nightly and weekly rentals of one- and two-family dwelling units from the definition of "Hotel":

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

SECTION 1: That Section I. Definitions (B) Words and Phrases – *Hotel* of 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, as follows*;*

EXISTING:

Hotel: A building or group of buildings in which any sleeping quarters are furnished on a commercial basis to transients or to any person or persons for a period of less than one (1) month; the term includes "motel", "tourist court" and nightly and weekly

vacation rentals located in one- and two-family dwelling units.

AMEND TO READ:

Hotel: A building or group of buildings in which any sleeping quarters are furnished on a commercial basis to transients or to any person or persons for a period of less than one (1) month; the term includes "motel" and "tourist court."

SECTION 2. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: "This Ordinance amends the City's Code of Ordinances (Appendix A, Comprehensive Zoning Ordinance) to amend the definition of "hotel" by removing reference to nightly and weekly vacation rentals of one and two family dwelling units from the definition of "Hotel". A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk." For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City's Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by _____, seconded by _____ and was adopted by the following roll call votes, to-wit:

YEAS: NAYS: ABSTENTIONS: ABSENT:

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the _____ _____day of _____, 2023.

(SEAL:)

ATTEST: **ADOPT:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the _____ day of _____, 2023.

_____

MAYOR

MEMORANDUM

To: City of Gulfport Planning Commission

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

Date of Hearing: July 5, 2023

Re: Ordinance - amending various Sections of Chapter 9, Article III - Case # 2305PC058.

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.

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

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

Date: June 28, 2023

Re: **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.**

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

Motion: Mr. Hewes

Second: Mr. Hancock

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

Action: Motion carried unanimously

Speaking for the Petition:
1. Margaret Murdock

Speaking against the Petition: None

On May 25, 2023, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for July 5, 2023.

Revision date 11/2/2020

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 #: 2305PC058

Date Received: 4/18/23

Receipt #: _____

Received By: JJ

Zoning: _____

Ward: _____ Flood: _____

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

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, ~~and~~ to remove certified mail requirement for notices and to otherwise streamline the final plat approval process

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~~ Applicant

City of Gulfport - Administration
Printed Name Of Owner

by + through the Legal Department
Mailing Address

City State Zip code

Home Phone Work/Cell Phone

Email

Assistant City Attorney
Signature Of Owner

AGENT

Printed Name Of Agent

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

Email

Signature Of Agent

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

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

IMPORTANT NOTICE

1. Please be advised that failure to submit a complete application, with all supporting documents, could **delay your hearing date**. The Planning Commission will not consider a request until all information is submitted and accurate.

2. Please be advised that the application deadline dates posted are designed to allow the staff time to review the application and receive required comments from coordinating agencies. The application is not considered complete until all required information from the applicant is available for review by the staff and coordinating agencies.

3. Please see reverse of this sheet to determine the deadline dates for filing your application.

SUBMISSION REQUIREMENTS

A. **Page one of this application**, completed and signed.

B. **Proof of ownership** (Copy of deed or affidavit)

C. If applicable, notarized proof of **authority to act as agent** for owner (board resolution, etc.)

D. The City of Gulfport Planning Division Staff will notify, by letter, property owners adjacent to the requested action identified in this application using the Land Roll database from the County Tax Office. If you would like to have additional persons or property owners notified, please provide a list of **additional persons to be notified**.

E. **Site Plan:** Showing proposed development (Optional).

F. **Provide a written statement addressing the following reasons for your text amendment request:**

The Comprehensive Zoning and SmartCode Ordinances, including the zoning map, are based on comprehensive planning studies and are intended to carry out the object of sound, stable and desirable environment. It is recognized that casual amendment of the ordinance would be detrimental to the achievement of that objective, and it is therefore declared to be the public policy to amend this ordinance only when one or more of the following conditions prevail:

1. ***Error*** – there is manifest error in the ordinance.

2. ***Change in Conditions***: - changed or changing conditions in a particular area, or in the city or metropolitan area generally, make an amendment to the ordinance necessary and desirable.

3. ***Increase in need for sites*** – increased or increasing needs for business or industrial sites, in addition to sites that are available, make it necessary and desirable to reclassify an area or to extend the boundaries of an existing district.

4. ***Annexation*** – it is necessary and desirable to classify territory hereafter annexed to the city to a district classification.

5. ***Ordinance changes*** – amendment of the ordinance not involving a change in classification of land necessary.

6. ***Change in governmental property*** –it is necessary to reclassify property as a result of acquisition or disposition of such property by the United States of America, the state of Mississippi or Harrison County.

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

1. **Interest:** The applicant or applicants name(s), address(es) and interest of any individual(s), firm(s) or corporation(s) represented by the applicant(s) in the application.

2. **Condition for Change**: State which one or more condition(s) exists which warrants the change to the zoning amendment. The six conditions defined in the ordinance are above.

3. **Development Schedule**: A development schedule must also be submitted. This should show the time schedule for the beginning and completion of mall development planned by the applicant in the area. The successive stages and the development for each stages should be shown if applicable.

4. **Effects of Amendment**: Provide a report giving the nature, description, and effect of the proposed amendment..

5. **Error:** The error in this ordinance that would be corrected by the proposed amendment; if the intent is to correct an error.

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

Text Amendment – Final Plat to Council

Submission Requirements:

A. Attached
B. Not applicable
C. Not applicable
D. Not applicable; please publish notice as otherwise required by law
E. Not applicable
F. We are proceeding under 5. The intent of these proposed changes is to eliminate the Planning Commission from Final Plat consideration, provide a process for direct consideration of the Final Plat by the City Council and to clean up several points within the Final Plat approval process to conform the ordinance to current practices.
G. 1. City of Gulfport, Mississippi, P.O. Box 1780, Gulfport, MS 39501
   2. We are proceeding under 5 – Ordinance changes
   3. Not applicable
   4. The primary effect of this amendment will be to shorten the time period that it takes for a developer/subdivider to obtain City Council approval of a final plat.
   5. None.

McClatchy

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
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Modesto Bee
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Attention: Matilda Welch

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

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City of Gulfport Planning Commission
IPL0121599
May 10 2023

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COUNTY OF HARRISON

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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

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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.

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

CITY OF GULFPORT PLANNING COMMISSION

2305PC058

TRANSCRIPT OF HEARING

May 25, 2023

****

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS, GULFPORT, MISSISSIPPI, ON THE 25TH DAY OF MAY 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
VIRGINIA ADOLPH
B.J. SELLERS
CHARLIE HEWES
HAROLD SPANN
DOUG HANCOCK
BRYAN JACOBS

STAFF PRESENT:

GREG HOLMES
SU-LIN FEATHERSTON
LESLIE ERVIN
RHONDA GADDIS
KEVIN BROWN

ALSO PRESENT:

MARGARET MURDOCK ESQ., City Attorney

H2.5 Zoning Text Amendment 2305PC058

MS. GADDIS: Zoning Text Amendment 2305PC058 has been duly and timely noticed as required by law. The 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 requirements for notices and to otherwise streamline the final plat approval process.

A copy of the packet Exhibit A considered is hereby offered to the record.

MR. WILLIAMS: Thank you. Go.

MS. MURDOCK: This particular amendment is something that a number of developers have asked the city for a number of years.

When a final plat is approved, that's when they can start selling lots. Right now, they finish all the work, get all the infrastructure installed, everything is good, and there is sometimes a 60 to 70 day wait as they work through the deadlines of the planning commission and then the deadlines to get to the City Council to work through that process to get their final plat approved before they are eligible or able to sell lots.

That is something that is set in state law. You cannot sell a lot in a subdivision until the final plat has been not just approved but actually recorded.

The administration, in wanting to look at something to streamline that process to help developers, asked our office to look at what changes were necessary to eliminate the planning commission from the initial hearing on that and take the final plat straight to the City Council.

This is actually consistent with -- what we're proposing is consistent with what other cities along the coast do.

As a part of this, there are a couple of cleanups that we're trying to do, as well. One, right now the -- we're required to send as possible notice to tenants, not just property owners in the surrounding area, but notice to tenants. The problem is we don't know who tenants are. We don't know who that is.

So we're going to take out the requirement that tenants be sent. I don't think we've sent a thing to a tenant in years. So take that requirement out.

There is, you know, if it's decided that some others need notice, certainly the planning administrator can say we're going to send to additional people.

But this takes out the requirement that

tenants be noticed.

It also removes the certified mail requirement for notices under the subdivision ordinance. The notices haven't been mailed via certified mail for quite sometime. So we're conforming with practice.

What we are doing with this process is setting up a streamlined review process through the city. If your final plat, once you have finished all the work and the city engineer has blessed and said all of your infrastructure is installed correctly, that then begins the date upon which you are eligible to go to the planning office, submit your final plat.

We have cut down to 20 days the period of time for review by the city. If the final plat is in proper and correct form and the departments of engineering and urban development both say yes, everything is good, it's ready to move forward, the matter would be put on the next available agenda. So at the most, we're looking about a 30 day period to be able to move these forward rather than the 60 to 75 day period that we've got.

We do have some things worked into the process that if, let's say, there are errors in the final plat, that could delay the consideration. But if everything is submitted properly and correctly, it will move forward within a fairly quick period of time.

So that is what we recommend. Again, this we think is helpful to developers so that they can begin to sell lots within these developments much more quickly. Their carrying costs will go down on these developments, and they'll be able to start generating income a little faster.

So we would seek a motion to recommend approval of the proposed amendments to the subdivision ordinance.

MR. WILLIAMS: Margaret, you touched on it. The only question that I had is I know on those final plats or whatever that sometimes there are things that haven't been completed and all of that, and this planning commission certainly has not been the ones that have pointed it out to the planning department. They're the ones that's controlling it. So I do see it as helping to streamline it which is what we want to do. We want the City of Gulfport to be considered easy to do business with.

But you're confident in Greg's department and things that all of that will still be in place and the monitoring of things that need to be done will get done, it's just not going to have our approval, it will have the council's approval, if I said that right.

MS. MURDOCK: The way we have sort of worked this to try to move it forward is to have you all sometimes consider one when there were still, say, some punch list

items, and that those had to be finished before it went to council.

What we're saying now is everything has to be done before you go to council because once the council approves that final plat, it's eligible to be recorded. The council's approval of it per state law sets a lot of things in motion. So they will have to have everything done before we take it to city council.

MR. WILLIAMS: Okay. That's good clarification.

MS. MURDOCK: We've handled that with you all by having your motion sometimes be contingent upon these things being done, and then it's been held up until they were done before it was sent to City Council.

We're just going to require it all to be done before they can apply to the planning office to get approval by the City Council.

MR. WILLIAMS: All right.

And then I like that you all have taken out the parts that, you know, mailings haven't been done or notifications of tenants haven't been done in years, why have it in there, let's clean it up.

So, Doug, you had a question?

MR. HANCOCK: There's a sentence in Section 6-4, that's being stricken, it says approval of a final plat

shall not constitute acceptance by the public of a dedication of a street or other public way, park or space.

What's that about?

MS. MURDOCK: That actually conflicts with state law, so we're taking it out. And it also conflicts with other areas of the subdivision ordinance because when we accept a final plat, they are public streets, but we don't accept for maintenance until a year later.

So we're trying to make sure that all provisions of our ordinance are in line with -- that the ordinance doesn't conflict with itself, nor that the ordinance conflicts with state law.

MR. HANCOCK: So it's nothing to do with the names of the streets, because I can remember times in here where we had questions about the street names that conflicted with other street names. It's not that. It's just acceptance of the street for maintenance.

MS. MURDOCK: Yes. Yes.

MR. HANCOCK: Okay.

MR. WILLIAMS: Any other questions, discussion? If not, can we get a motion for approval?

MR. HEWES: Move we approve Case 2305PC058.

MR. WILLIAMS: Thank you. Do we have a second?

MR. HANCOCK: Second.

MR. WILLIAMS: Got a motion and a second. any further discussion? All those in favor signify by saying aye. Any opposed? All right.

BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2305PC058

COURT REPORTER'S CERTIFICATE

I, Norma Jean Ladner Soroe, Certified Shorthand Reporter, do hereby certify that to the best of my skill and ability I have reported the hearing held before the City of Gulfport Planning Commission and that the foregoing 8 pages constitute a true and correct transcription of said hearing held on the 25th day of May 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 31st day of May 2023.

_____

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

There came on for consideration at a duly constituted meeting of the City Council and Mayor of the City of Gulfport held on the _____ day of _____, 2023, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE AMEND VARIOUS SECTION OF CHAPTER 9, ARTICLE III OF THE CODE OF ORDINANCES; AND FOR RELATED PURPOSES

WHEREAS, the process for approval of a "final plat" presently requires that the Planning Commission first consider the final plat and make a recommendation concerning the same to the City Council which must, thereafter, either approve or disapprove the final plat; and

WHEREAS, the City desires to streamline the process for approval of a final plat by amending the city's subdivision regulations (i.e., ordinances) to eliminate the requirement that a final plat first be considered by the Planning Commission and requiring, instead, that a final plat is considered only by the Mayor and City Council and to provide a process therefor; and

WHEREAS, the City also desires to make other limited changes to Section 9-48(a)(4) of the Code of Ordinances to remove the requirement that notice be sent to "tenants (if possible)" as the City has no way of knowing, reliable or otherwise, of determining who are tenants within the affected neighborhood and to remove the requirement that notices be mailed by "certified mail" to ensure that mail is delivered and not held for pick up and to Section 9-48 (d)(2) to remove certain reviewers from the final plat process; and

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 City's subdivision regulations, which are codified at Chapter 9, Article III of the Code of Ordinances should be amended to reflect the changes outlined above

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

SECTION 1: That Chapter 9, Article III, Section 9-46 Definitions, be and the same is hereby amended, as follows:

EXISTING (material to be deleted in ~~stricken~~, material to be added is underlined)**:**

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

AMEND TO READ:

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

SECTION 2: That Chapter 9, Article III, Section 9-47(c) be and the same is hereby amended, as follows:

EXISTING (material to be deleted in ~~stricken~~, material to be added is underlined)**:**

(c) *Application of regulations*. From and after July 7, 1964, the effective date of these subdivision regulations, every plat of land that is a subdivision shall be prepared, presented for approval and recorded as required herein, and no plat shall be recorded or shall have any validity unless it shall have been approved by the mayor and city council, ~~after review and recommendations by the city planning commission,~~ as having fulfilled the requirements of these regulations.

AMEND TO READ:

(c) *Application of regulations*. From and after July 7, 1964, the effective date of these subdivision regulations, every plat of land that is a subdivision shall be prepared, presented for approval and recorded as required herein, and no plat shall be recorded or shall have any validity unless it shall have been approved by the mayor and city council, as having fulfilled the requirements of these regulations.

SECTION 3: That Chapter 9, Article III, Section 9-48(a)(4) be and the same is hereby amended, as follows:

EXISTING (material to be deleted in ~~stricken~~, material to be added is underlined)**:**

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

AMEND TO READ:

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

SECTION 4: That Chapter 9, Article III, Section 9-48(d)(2) be and the same is hereby amended, as follows:

EXISTING (material to be deleted in stricken, material to be added is underlined):

(2) *Submission and review*. Once the City Engineer has certified that the improvements are completed to the standards required by the City (or that a performance bond will suffice), the subdivider shall submit to the planning ~~commission~~ division staff (4) copies of the final plat, together with the attendant items required herein, with written application for final approval of the final plat. ~~at least seven~~ fifteen ~~(7~~15~~)~~ days prior to the ~~city council~~ meeting ~~at which it is anticipated to be considered~~. Within twenty days of receipt, the final plat, together with the attendant items required herein, shall be reviewed by the planning ~~commission~~ division staff and will be referred for review and report to the city engineer, ~~the county health officer~~, the director of public works, ~~the utility agencies or companies concerned with the tract or adjacent tracts~~, and other appropriate officials as determined by the Planning Administrator. The review shall take into consideration conformance to the approved general subdivision plan and fulfillment of any conditions of such approval and the proper installation of required improvements in conformance with the requirements of these regulations and other applicable standards and regulations.

AMEND TO READ:

(2) Submission and review. Once the City Engineer has certified that the improvements are completed to the standards required by the City (or that a performance bond will suffice), the subdivider shall submit to the planning division staff (4) copies of the final plat, together with the attendant items required herein, with written application for final approval of the final plat. Within twenty days of receipt, the final plat, together with the attendant items required herein, shall be reviewed by the planning division staff and will be referred for review and report to the city engineer, the director of public works, and other appropriate officials as determined by the Planning Administrator. The review shall take into consideration conformance to the approved general subdivision plan and fulfillment of any conditions of such approval and the proper installation of required improvements in conformance with the requirements of these regulations and other applicable standards and regulations.

SECTION 5: That Chapter 9, Article III, Section 9-48(d)(3) be and the same is hereby amended, as follows:

EXISTING (material to be deleted in stricken, material to be added is underlined):

(3) Action on final plat. ~~Before acting on the final plat, the planning commission shall give notice by registered mail to the subdivider and owner of the land, whose name and address is shown on the plat, of the time and place of the hearing to be held on the plat, at least five (5) days before the date fixed for such hearing. Similar notices shall be mailed to the owners of land immediately adjoining the platted land, as their names appear on the county assessment rolls. The planning commission shall act upon the final plat within forty-five (45) days after its submission and shall communicate in writing its recommendation for approval or disapproval to the mayor and city council and to the subdivider. In the case of disapproval, the planning commission shall state the ground of disapproval.~~ During the twenty day review period, the planning division staff and the Departments of Public Works and Engineering will develop written recommendations as to the final plat for consideration by the mayor and city council and must all recommend approval before the final plat is referred to the mayor and city council for consideration. Once the review period is complete, the final plat, along with the recommendations of the Departments of Public Works, Engineering and Urban Development, will be submitted for the next available City Council agenda. Notwithstanding the foregoing, defects or deficiencies in the proposed final plat or other issues associated with the proposed subdivision may result in delay of consideration of the final plat by the mayor and city council. At least seven (7) days before the plat is to be considered by the mayor and city council, notice of consideration of the final plat by the city council shall be published in a newspaper of general circulation. At the discretion of the planning administrator, written notice of said consideration

shall be mailed by the planning division staff to the same parties noticed at the time of consideration of the general subdivision plan by the planning commission.

AMEND TO READ:

(3) During the twenty day review period, the planning division staff and the Departments of Public Works and Engineering will develop written recommendations as to the final plat for consideration by the mayor and city council and must all recommend approval before the final plat is referred to the mayor and city council for consideration. Once the review period is complete, the final plat, along with the recommendations of the Departments of Public Works, Engineering and Urban Development, will be submitted for the next available City Council agenda. Notwithstanding the foregoing, defects or deficiencies in the proposed final plat or other issues associated with the proposed subdivision may result in delay of consideration of the final plat by the mayor and city council. At least seven (7) days before the plat is to be considered by the mayor and city council, notice of consideration of the final plat by the city council shall be published in a newspaper of general circulation. At the discretion of the planning administrator, written notice of said consideration shall be mailed by the planning division staff to the same parties noticed at the time of consideration of the general subdivision plan by the planning commission.

SECTION 6: That Chapter 9, Article III, Section 9-48(d)(4) be and the same is hereby amended, as follows:

EXISTING (material to be deleted in stricken, material to be added is underlined):

(4) Effect of approval. Approval of a final plat by the mayor and city council shall be null and void if the final plat is not recorded in the records of the county chancery clerk within ninety (90) days after the date of approval unless, upon application by the subdivider, the mayor and city council grant an extension. ~~Approval of a final plat shall not constitute acceptance by the public of the dedication of a street or other public way, park or space.~~ Approval of a final plat does not free the subdivider of the obligation to complete of any outstanding work or improvements within the subdivision that is the subject of a completion or performance bond or to complete any maintenance and repairs associated with any warranty period or bond involving the subdivision.

AMEND TO READ:

(4) Effect of approval. Approval of a final plat by the mayor and city council shall be null and void if the final plat is not recorded in the records of the county chancery clerk within ninety (90) days after the date of approval unless, upon application by the subdivider, the mayor and city council grant an

extension. Approval of a final plat does not free the subdivider of the obligation to complete of any outstanding work or improvements within the subdivision that is the subject of a completion or performance bond or to complete any maintenance and repairs associated with any warranty period or bond involving the subdivision.

SECTION 7: That Chapter 9, Article III, Section 9-49(C)(1) be and the same is hereby amended, as follows:

EXISTING (material to be deleted in stricken, material to be added is underlined):

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

AMEND TO READ:

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

SECTION 8. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: "This Ordinance amends the City's Code of Ordinances (various sections in Article III, Chapter 9) to eliminate the requirement that a final plat first be considered by the Planning Commission and requiring, instead, that a final plat is considered only by the Mayor and City Council and to provide a process therefor and to remove the requirement that notice be sent to "tenants (if possible)" as

the City has no way of knowing, reliable or otherwise, of determining who are tenants within the affected neighborhood and to remove the requirement that notices be mailed by "certified mail" to ensure that mail is delivered and not held for pick up and to Section 9-48 (d)(2) to remove certain reviewers from the final plat process. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk." For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City's Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

SECTION 9: This Ordinance shall be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by _____, seconded by _____ and was adopted by the following roll call votes, to-wit:

YEAS:	NAYS:	ABSTENTIONS:	ABSENT:

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the _____ _____day of _____, 2023.

(SEAL:)

ATTEST: **ADOPT:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the _____ day of _____, 2023.

_____

MAYOR

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

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

Date: June 28, 2023

Re: **Sign Ordinance 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.**

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

Motion: Mr. Sellers

Second: Mr. Hancock

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

Action: Motion carried unanimously

Speaking for the Petition:
1. Margaret Murdock

Speaking against the Petition: None

On May 25, 2023, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for July 5, 2023.

Revision date 11/2/2020

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 #: 2305PC059

Date Received: 4/25/2023

Receipt #: _____

Received By: SL

Zoning: _____

Ward: _____ Flood: _____

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

Amend the Sign Ordinance §9-106(E) 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.

OWNERSHIP AND CERTIFICATION:

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

OWNER	AGENT
City of Gulfport - Administration Printed Name Of Owner	Printed Name Of Agent
Mailing Address	Mailing Address
City State Zip code	City State Zip code
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
Email	Email
Asst City Attorney **Signature Of Owner**	**Signature Of Agent**

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

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

Sign Ordinance Amendment

Submission Requirements

A. Attached.
B. N/A
C. N/A
D. N/A – please notice as appropriate under the ordinance
E. N/A
F. N/A as this is not an amendment to the Zoning Ordinance
G. 1. Interest – City of Gulfport

2. Effect of Amendment – the effect of the amendment will be to exempt signs sought to be placed on property owned by the City of Gulfport's Urban Renewal Agency (Gulfport Redevelopment Commission) from the sign ordinance's requirements as to size, type, location and placement and to require that such signs be approved, in advance, as to those factors by the City's Governing Authority (i.e., Mayor and City Council).

3. Error – not applicable

McClatchy

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.

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

McClatchy

Beaufort Gazette
Belleville News-Democrat
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Columbus Ledger-Enquirer
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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.

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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

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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

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STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

CITY OF GULFPORT PLANNING COMMISSION

2305PC059

TRANSCRIPT OF HEARING

May 25, 2023

****

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS, GULFPORT, MISSISSIPPI, ON THE 25TH DAY OF MAY 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
VIRGINIA ADOLPH
B.J. SELLERS
CHARLIE HEWES
HAROLD SPANN
DOUG HANCOCK
BRYAN JACOBS

STAFF PRESENT:

GREG HOLMES
SU-LIN FEATHERSTON
LESLIE ERVIN
RHONDA GADDIS
KEVIN BROWN

ALSO PRESENT:

MARGARET MURDOCK ESQ., City Attorney

H2.7 Sign Ordinance Text Amendment 2305PC059

MS. GADDIS: Sign Ordinance Text Amendment 2305PC059 has been duly and timely noticed as required by law. The City of Gulfport Administration to amend the sign ordinance Section 9-106(c) to provide for limited exemption from certain provisions, size, type, location, and placement, for signs placed on property owned by the Gulfport Redevelopment Commission and to provide for city approval for size, type, location, and placement.

A copy of the packet Exhibit A considered is hereby offered to the record.

MR. WILLIAMS: All right. Ms. Margaret.

MS. MURDOCK: Okay. This is an amendment requested by the administration, obviously. The city has what's called an urban renewal agency. We officially call it the Gulfport Redevelopment Commission. They own a number of properties around town and a number of buildings, some of which are fairly significant. For example, they own the former Baptist Church property and they own the Aquarium building.

They are the mechanism by which we have done a lot of urban renewal and some redevelopment projects within the city over the last years.

In order to allow for a bit of creativity on those properties that are owned by the redevelopment

commission, because they do have some landmark development, for example, the Aquarium, where perhaps sign rules that apply elsewhere may not really work with a large and landmark development.

This would allow, remove from the sign ordinance, if the property is owned by the GRC, the size, type, location, and placement of any signs on that property would no longer be subject to the sign ordinance but would be subject to the final approval before it can go up of the city's governing authority. The governing authority is the City Council subject to veto by the mayor.

So basically the City Council would be the ones approving the size, type, location, and placement of signs on property owned by the Gulfport Redevelopment Commission.

This is not extended any further than property owned by the redevelopment commission. And thus far, relationship of the redevelopment commission to their tenants has always been a very good one.

So this will allow, as I said, for a little bit more creativity and some better communication, some way-finding signs and so forth that aren't allowed under strict enforcement of the sign ordinance as it currently exists.

MR. WILLIAMS: Any questions?

MR. HEWES: Just out of curiosity, this is just going to be on their property so it wouldn't affect signs coming from the airport or other properties saying this way to the Aquarium?

MS. MURDOCK: Correct. It's only on property owned by the GRC. Yes.

MR. SELLERS: So, I'm sure not against it, I'm just curious. But does this open the door for private owners to say how can you let them do it, you can't let us do it?

MR. WILLIAMS: And B.J. asked, so I'm going to go on there, too, because that was going to be my question that when I read this, it was kind of like, okay, this entity that is for the City of Gulfport, y'all can do what y you want because there's some uniqueness of your properties and things, but we have a lot of people that own properties that would say, hey, mine is just as unique and those type things. So walk us through that, if you would, because I know that would be a consideration.

MS. MURDOCK: The Gulfport Redevelopment Commission or the city's Urban Renewal Agency is comprised of five members who are appointed by the city, so in many ways they're answerable to the city's governing authority. And they really don't have the authority to do what they want because they are subject to approval under this

proposal by the city's governing authority, the mayor and City Council.

The City Council speaks trough its minutes, so it's not something that would be done in a back room. It's something that would be considered at a City Council meeting with full discussion and debate.

The GRC, because of how it is established, is a governmental entity. So we are not extending this into the private world. We're staying within the government's sphere by leaving it that way.

Keeping in mind, too, we do have other governmental entities that are exempt from the sign ordinance, so this is in keeping with that.

MR. HEWES: My only concern is I trust the current administration because I know how they think, in 30, or 40 years when these places aren't bright and shiny any more, someone may do some stuff that's not proper. It's kind of like us changing the zoning for people taking it right now are fine, but the ones coming behind them might not be.

I guess that would have to be addressed by the administration as it comes around.

MS. MURDOCK: I think that's accurate, yes.

MR. WILLIAMS: Other questions?

If not, can we get a motion?

MR. SELLERS: Mr. Chairman, I move we approve Case File 2305PC059 as presented.

MR. WILLIAMS: Do I have a second to that motion?

MR. HANCOCK: Second.

MR. WILLIAMS: Motion and a second. Any further discussion? If not, all those in favor signify by saying aye. Any opposed to it? All right.

(Unanimous vote.)

BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2305PC059

COURT REPORTER'S CERTIFICATE

I, Norma Jean Ladner Soroe, Certified Shorthand Reporter, do hereby certify that to the best of my skill and ability I have reported the hearing held before the City of Gulfport Planning Commission and that the foregoing 6 pages constitute a true and correct transcription of said hearing held on the 25th day of May 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 1st day of June 2023.

_____

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

There came on for consideration at a duly constituted meeting of the City Council and Mayor of the City of Gulfport held on the ____day of _____, 2023, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE AMEND SECTION 9-106 (c) OF THE CODE OF ORDINANCES; AND FOR RELATED PURPOSES

WHEREAS, presently, signs located on property owned or under the control of the City's Urban Renewal Agency, the Gulfport Redevelopment Commission, must meet all requirements of the sign ordinance, including provisions thereof related to placement, location, size and type as well as the permitting requirements set forth in the Sign Ordinance; and

WHEREAS, the City desires to streamline the process for approval of signs located on property owned by or under the control of the said urban renewal agency by exempting signs proposed to be located on such property from the requirements related to placement, location, size and type, but not from the permitting requirements of the Sign Ordinance and by requiring that the governing authority of the city approve, in advance, the proposed signs' placement, location, size andtype;and

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 City's sign ordinance, which is codified at Chapter 9, Article IV of the Code of Ordinances should be amended to reflect the changes outlined above

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

SECTION 1: That Chapter 9, Article IV, Section 9-106 Government Property, be and the same is hereby amended, as follows:

EXISTING (material to be deleted in stfiel<1JH, material to be added is underlined):

(c) Governmental signs: Property owned by or under the control of the United States of America or the State of Mississippi and which is not subject to the police power of the city and property owned by or under the control of the city are hereby declared to be exempt from all sign regulations set forth in the city's Sign Ordinance (Section 9-76, et seq.). In addition, governmental signs for control of traffic and other regulatory purposes, street signs, danger signs, railroad crossing signs, and signs of public service companies indicating danger and aids to service or safety which are erected by or on the order of a public officer in the performance of his public duty. Signs on property owned by or under the control of the city's urban renewal agency are exempt from those provisions of the Sign Ordinance relating to placement, location, size, and type but not the permitting process and associated requirements set forth in the Sign Ordinance, provided that the city's governing authority has approved, in advance, the sign's placement, location, size and type, and such approval appears in the minutes ofthe governing authority.

AMEND TO READ:

(c) Governmental signs: Property owned by or under the control of the United States of America or the State of Mississippi and which is not subject to the police power of the city and property owned by or under the control of the city are hereby declared to be exempt from all sign regulations set forth in the city's Sign Ordinance (Section 9-76, et seq.). In addition, governmental signs for control of traffic and other regulatory purposes, street signs, danger signs, railroad crossing signs, and signs of public service companies indicating danger and aids to service or safety which are erected by or on the order of a public officer in the performance of his public duty. Signs on property owned by or under the control of the city's urban renewal agency are exempt from those provisions of the Sign Ordinance relating to placement, location, size, and type but not the permitting process and associated requirements set forth in the Sign Ordinance, provided that the city's governing authority has approved, in advance, the sign's placement, location, size and type, and such approval appears in the minutes of the governing authority.

SECTION 2. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: "This Ordinance amends the City's Code of Ordinances (Section 9=106(c)) to exempt signs proposed to be located on property owned by or under the control of the Gulfport Development Commission from requirements related to sign placement, location, size and type as found in the Sign Ordinance,

but not from the permitting requirements of the Sign Ordinance and by requiring that the placement, location, size and type of any sign sought to be placed on such property must be approved, in advance, by the City's governing authority. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk." For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City's Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23'ct 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.

SECTION 3: This Ordinance shall be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread upon the minutes of the Gulfport City C0tmcil.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by_____, seconded by_____and was adopted by the following roll call votes, to-wit:

YEAS:	NAYS:	ABSTENTIONS:	ABSENT:

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the _____day of _____,2023.

(SEAL:)

ATTEST: **ADOPT:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the _____day of _____,2023.

_____

MAYOR

MEMORANDUM

To: City of Gulfport Planning Commission

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

Date of Hearing: July 5, 2023

Re: Ordinance - rezoning a tax parcel from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus") - located at 1123 Ocean View Drive- Case # 2305PC046 - Ward 2.

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

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

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

Date: June 23, 2023

Re: **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 recommendation: To **approve** applicant request.

Motion: Mr. Sellers

Second: Mr. Jacobs

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

Action: Motion carried unanimously

Speaking for the Petition:
1. Monica Triplett

Speaking against the Petition: None

On May 25, 2023, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for July 5, 2023.

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2305PC046

Hearing Date: May 25, 2023

Current Zoning/Use: T5 / Vacant Lot

Legal: 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

TECHNICAL DETAILS

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

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

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

The applicant requests to rezone approximately 14,515 square feet of property from T5 (Urban Center Zone) to an T4+ (General Urban Zone "Plus"). As presented, the applicant states, "the lots have been surveyed and house plans have been drawn." It is further stated that construction will start when building permits are issued and that the homes will be ready for occupancy within four months from permitting, depending on labor, materials and weather.

According to the City's 2002 Comprehensive Plan, this area was intended to become commercial in the future land use plan, with residential use of two-four units (see attached map). However, this area has had surrounding properties rezoned to allow for single-family homes, which is now in harmony with the neighborhood.

The applicant has chosen character of the neighborhood as changed as justification for change of the current zoning district:

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

2. The applicant addresses Character of the Neighborhood changing by stating, "many other homes have been constructed using T4+ zoning in this area on East Cedar Drive, West

Cedar Drive, and Oleander Drive and all business development along Cowan-Lorraine Road has been north of the railroad tracks." No additional description for public need were included in the applicant's statement.

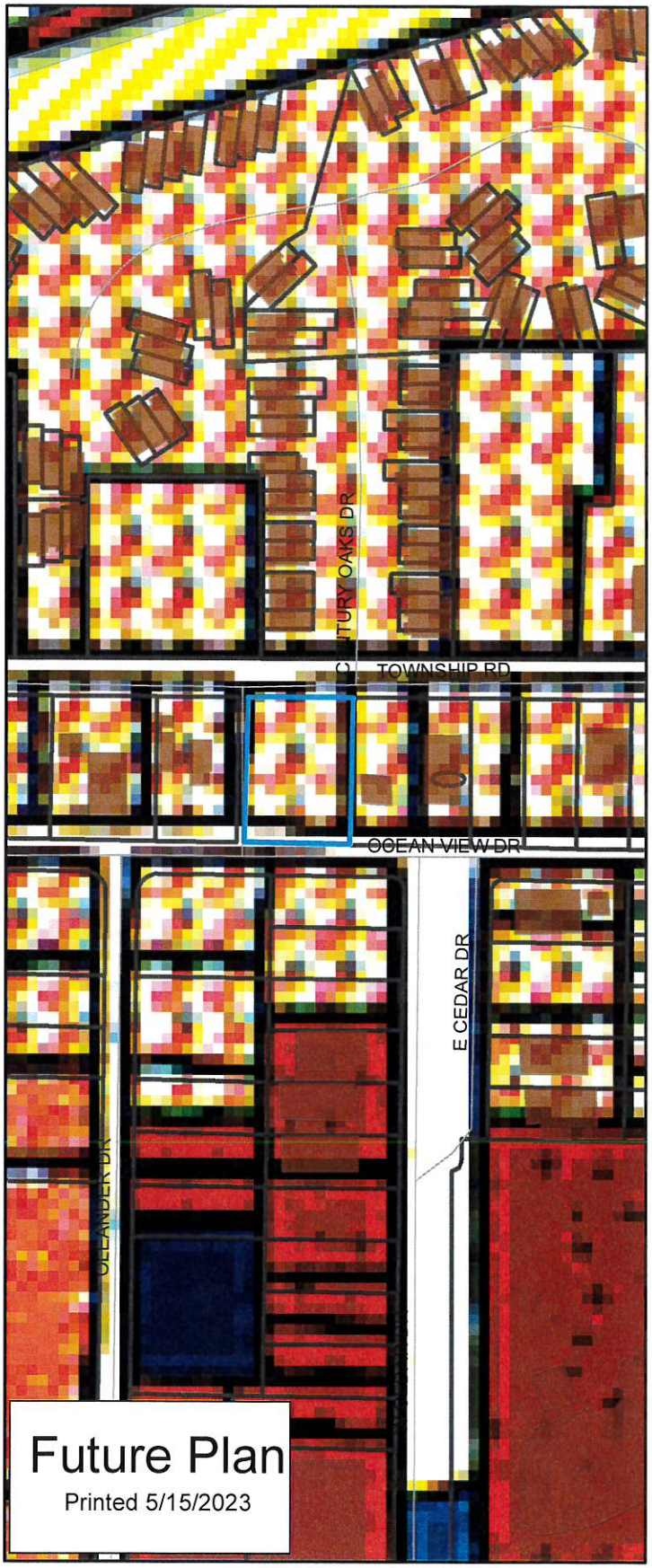
EXECUTIVE SUMMARY

The future plan of the City's growth indicated that continuing with commercial in this area was in the future. Although the applicant did not prove with clear and convincing evidence for a zoning change as required by the state, the staff notes that there are more single-family homes in the surrounding neighborhood than commercial uses and rezoning to T4+ would be in harmony.

DIRECTOR APPROVAL

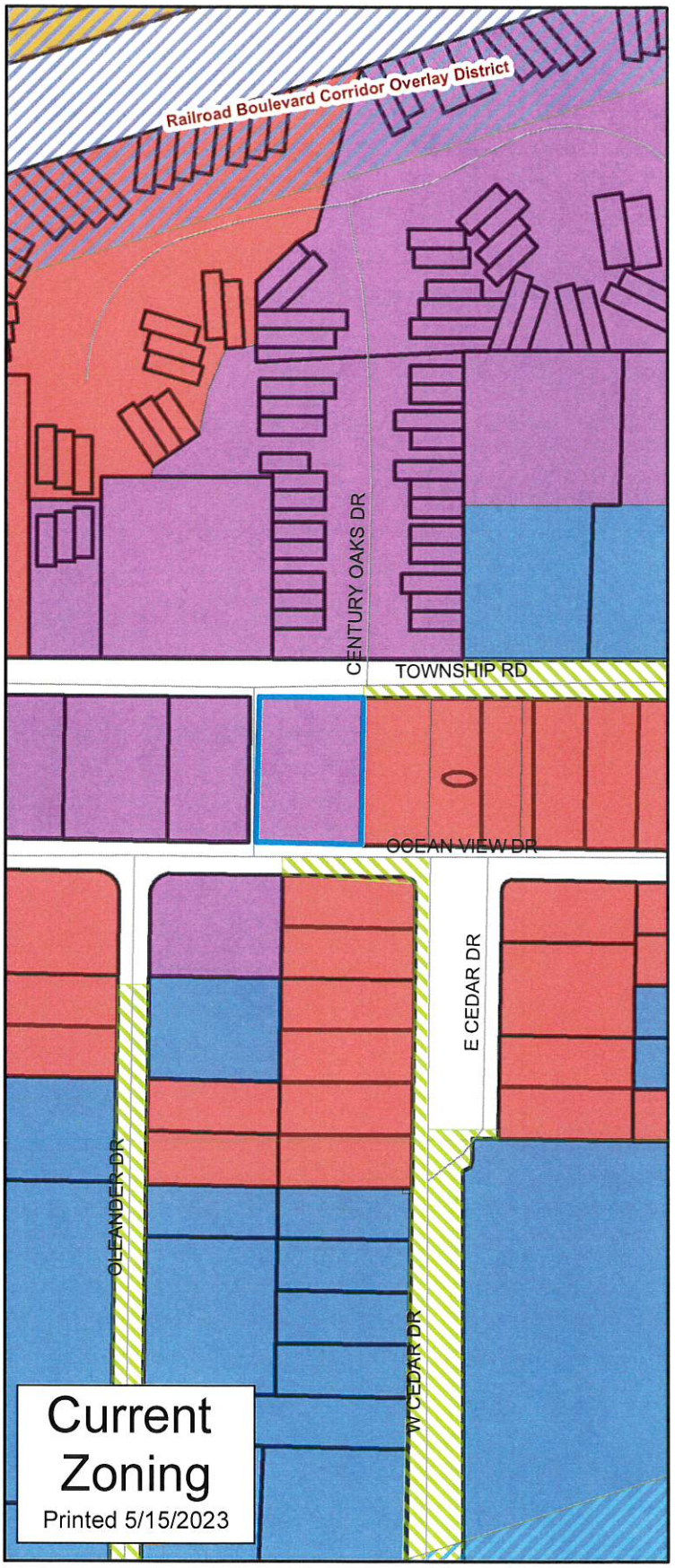
This report has been reviewed and approved by:

Greg Holmes
Director of Urban Development Department



Future Plan

Printed 5/15/2023



Current Zoning

Printed 5/15/2023

N
W E
S

1 inch = 167 feet

Minor/Residential
WaterFeatures
Parcels

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

2305PC046

Zoning Map Amendment

Site
Street
Parcels
Buildings

Smart Code

T6
T5
T4+

Site Information

1011D-01-007.000
Zoning: T5 (Urban Center Zone)
Size: 14,515 Sqft
Flood: X

0 10 20 30
Yards

1 inch = 100 feet

N
W E
S

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

Revision date 11/2/2020

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

For Staff Use Only

Case File #: 2305PC046

Date Received: 3-23-23

Receipt #:

Received By: KB

Zoning: T5

Ward: 2 Flood: X

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

Property Information

TAX PARCEL # 1011D-01-007.000

(If necessary, use separate sheet of paper)

Address of Property Involved: 1123 Ocean View Drive

Lot(s) 26427, Block(s) _____, Subdivision Lakewood Subd

General Location: South of Township Rd, N of Beach Blvd, W of Cowan Rd, E of Teegarden Rd

GENERAL DESCRIPTION OF REQUEST:

Rezone from T5 to T4+

OWNERSHIP AND CERTIFICATION:

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

OWNER

Gregory Smith
Printed Name Of Owner

P O Box 7704
Mailing Address

Gulfport MS 39506
City State Zip code

228-263-3456
Home Phone Work/Cell Phone

gtsmith1225@gmail.com
Email

Gregory Smith
Signature Of Owner

AGENT

Printed Name Of Agent

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

Email

Signature Of Agent

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

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

This area was platted and developed in smaller lots over 50 years ago.

1. Allowing a single-family home on each lot would fit in better in the area since the majority of homes in the area are on this size lot. Having only one home on the two lots would be expensive for the area.
2. The lots were platted in smaller sizes but the city changed to 60' minimum for building.
3. The property has gotten so expensive in the area that it places a hardship on the owner to market the lots as one building site.
4. Allowing homes on each of the lots would be reasonable development because ten other homes have been built or are being built on this size property in the immediate area.
5. I do not think I am receiving any special benefit others cannot obtain.
6. This is permissible because it has been granted previously by the city.

E. This area was rezoned in 2007 from residential to the Smart Code and no development has occurred except on the properties that were rezoned to T4+.
In 2009 Mississippi City, Handsboro, downtown, and some of the west side of Gulfport changed back to residential zoning and development has occurred. The present zoning is penalizing the property owners because they cannot build a single-family home.
Business development along Cowan-Lorraine Road has been north of the railroad tracks.
The character of the neighborhood has changed.

F.

1. The property is owned by Gregory Smith. Deeds have been provided.

2. The lots have been surveyed, and house plans will be completed when rezoning is approved. Construction will start when a building permit is issued, which usually takes two months. Lot prep and slab will take about three weeks, and framing about 30-45 days, depending on material and labor. Exterior siding, roofing, plumbing, HVAC, electrical, sheetrock, painting, flooring, and trim work will take approximately 45 days depending on the weather, labor, and materials. Driveway, landscape, and finishing will take about 14 days. Home should be ready for occupancy four months from permitting, depending on labor, materials, and the weather.

3. This change in zoning should not affect the surrounding land uses. Many other homes have been constructed using T4+ zoning in this area on East Cedar Drive, West Cedar Drive, and Oleander Drive. This change in zoning would allow land that has been vacant over 17 years to be used for housing similar to the area before Hurricane Katrina. Housing is needed in the area.

4. Change the zoning to T4+. This area has been improperly zoned for commercial use. A change to T4+ would correct this error.

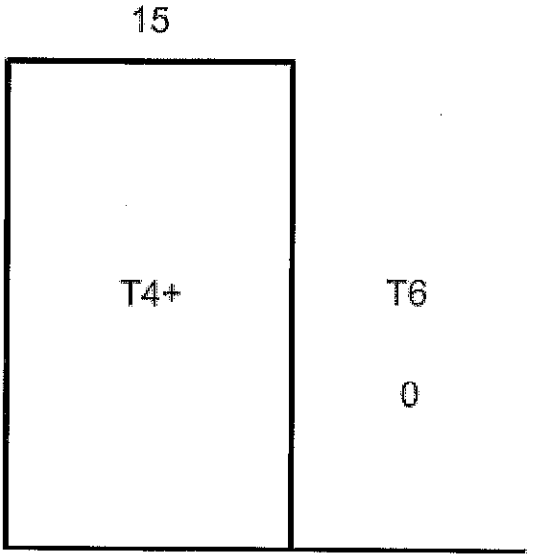
Types of Proof

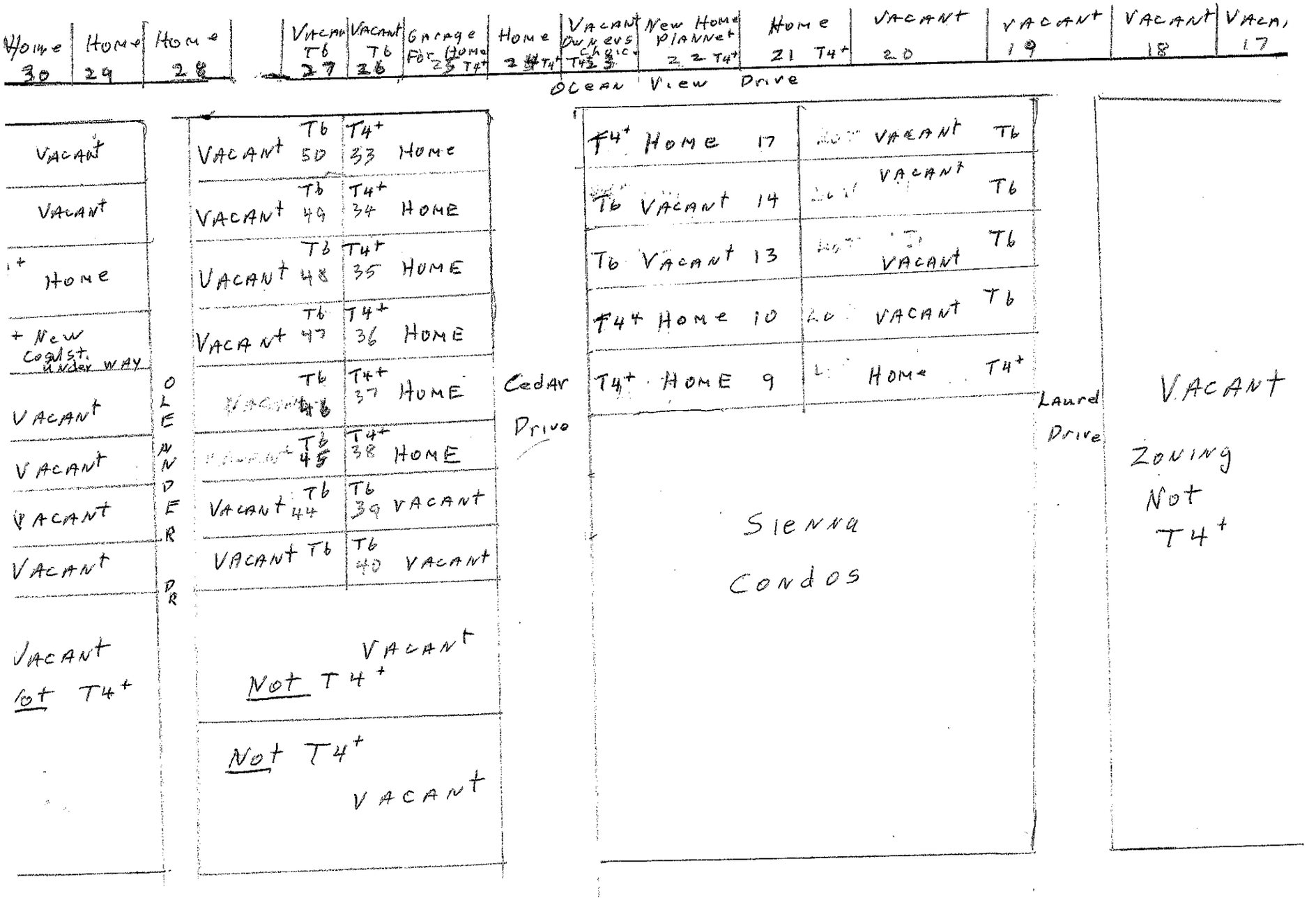
1. See attached map.

2. The area was vacant when it was zoned T6.
   I have completed 11 new homes in the area with 4 more under construction since the zoning was changed to T4+.

4. See attached map.

6. Construction Activity- last 17 years in this area

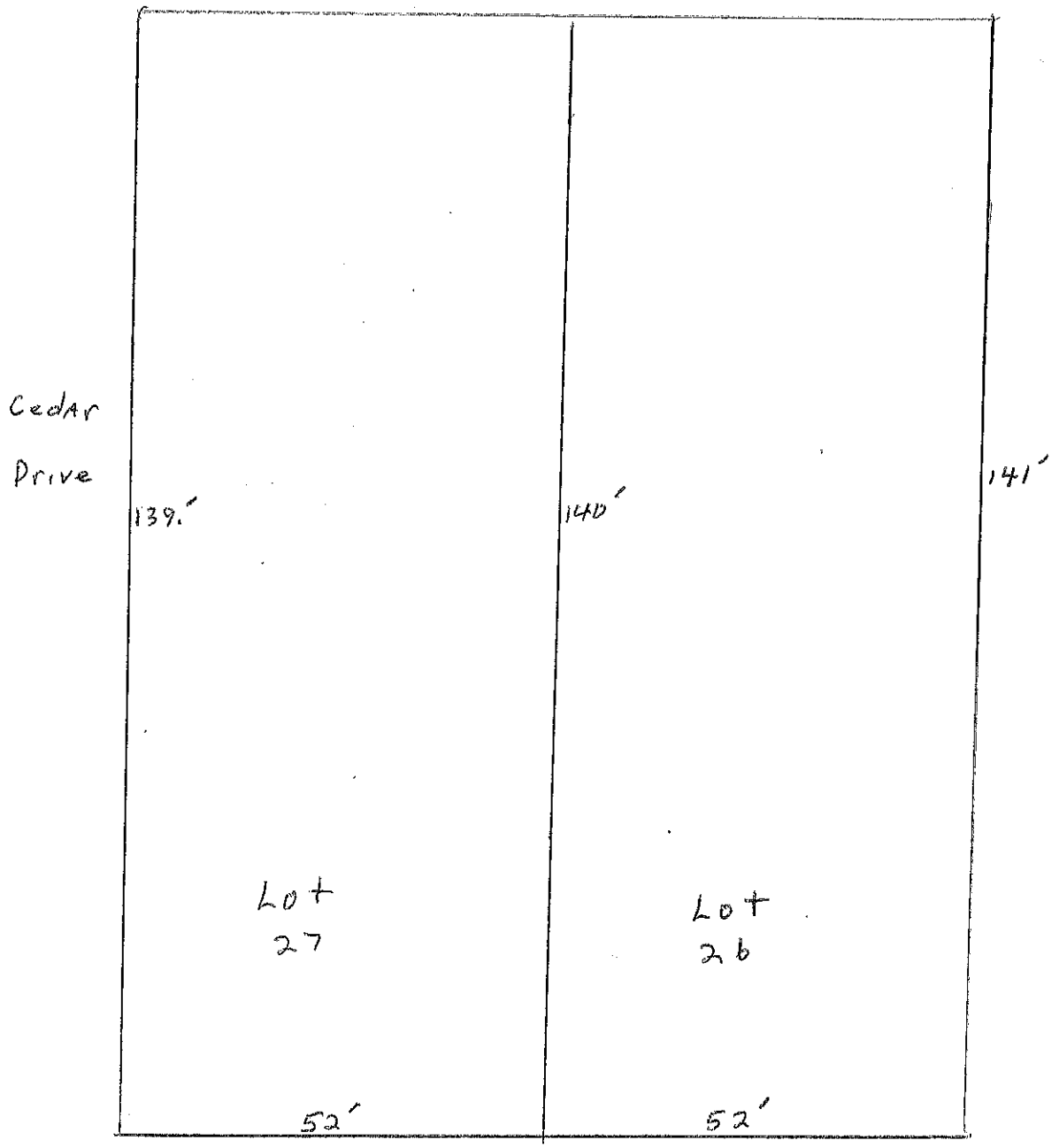




MAP FOR TYPES OF PROOF, #1 AND #4

Site Plan

Township Rd.



Ocean View Dr.

REVIEWED

SCANNED

1st JUDICIAL DISTRICT
Instrument 2023-0002391-D-J1
Filed/Recorded 02/09/2023 4:20:01 PM
Total Fees 26.00
4 Pages Recorded

Return To and Prepared By:
James C. Simpson, Jr.
Wise Carter Child & Caraway, P.A.
2510 14th Street, Suite 1125
Gulfport, MS 39501
(228) 867-7141

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

INDEXING INSTRUCTIONS: Lot 26, Lakeland Subdivision First Judicial District of Harrison County, Mississippi

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other good, legal and valuable considerations, the receipt and sufficiency of which are hereby acknowledged,

LILLIAN VARADI, a widow
PO BOX 980
COMO, MS
(662) 209-2393

do hereby sell, convey and specially warrant unto:

GREGORY T. SMITH
PO BOX 7704
GULFPORT, MS 39506
(228) 263-3456

the following described real property situated and located in the First Judicial Distri Harrison County, Mississippi, more particularly and certainly described as follows:

Lot 26, Lakeland Subdivision, as per map or plat thereon file and of record in the office of the Chancery Clerk, Harrison County, Mississippi, together with all or any improvements thereon.

This conveyance is subject to any and all recorded rights-of-way, easements prior reservations of any oil, gas, minerals and other rights.

Taxes for the year 2023 are prorated between the Grantor and the Grantee the Grantee paying same when due.

WITNESS THE SIGNATURE of the Grantor, this the 1 day February 2023.

BY: Lillian Varadi
LILLIAN VARADI

REVIEWED

SCANNED

1st JUDICIAL DISTRICT
Instrument 2023-0002393-D-J1
Filed/Recorded 02/09/2023 4:21:01 P
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WITNESS THE SIGNATURE of the Grantor, this the 1 d February 2023.

BY: Lillian Varadi
LILLIAN VARADI

STATE OF MISSISSIPPI

COUNTY OF Panola

PERSONALLY, came and appeared before me, the undersigned authority in and fo County and State aforesaid, the within named Lillian Varadi, who acknowledged that she si and delivered the above and foregoing instrument on the day and year therein set out as the ac full authority to do so.

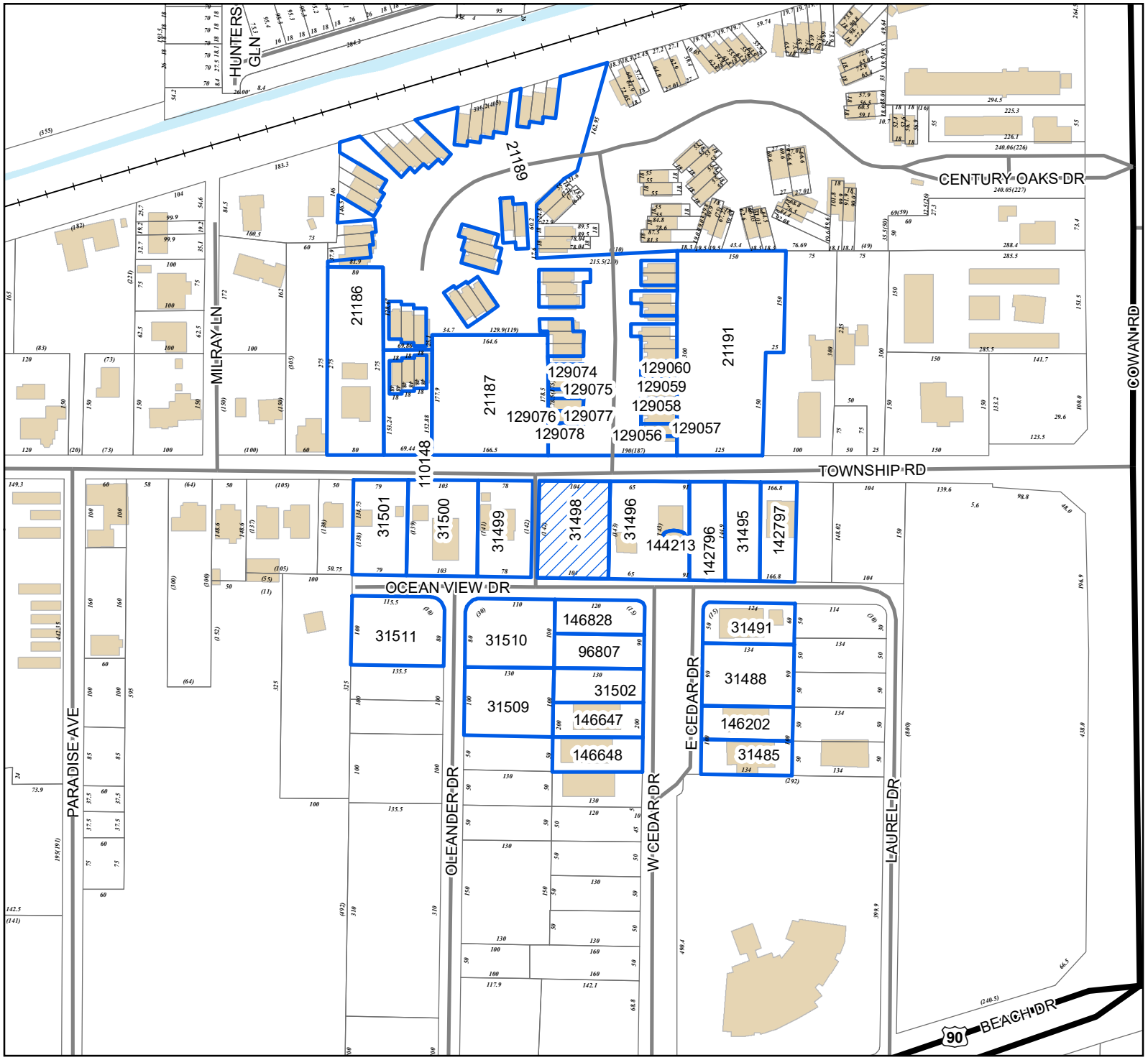
WITNESS my hand and official seal of office on this the 1 day of Febru 2023.

Andrea Marcelle C
NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 122109 ANDREA MARCELLE COX Commission Expires Nov. 8, 2025 PANOLA COUNTY

2305PC046 Zoning Map Amendment



Legend

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

0 30 60 90

Yards

1 inch = 200 feet

N W E S

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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			GREGORY SMITH (OWNERS)	PO BOX 7704	GULFPORT	MS	39506
			Adjacent Property Owners(2305PC046)				
	31500	1011D-01-009.000	SUTTON CHARLES R & MARIA M	1039 OCEANVIEW DR	GULFPORT	MS	39507
	31496	1011D-01-005.000	PAPE WILLIAM C & VIRGINIA KAY	1044 LEWIS RD	RAYMOND	MS	39154
	31499	1011D-01-008.000	HAYES JOHN S & NINA J	1111 OCEAN VIEW DR	GULFPORT	MS	39507
	31498	1011D-01-007.000	VARADI JOHN M & LILLIAN	105 S MAIN ST	COMO	MS	38619
	31501	1011D-01-010.000	TILLINGHAST RENA OLIVIA	20589 SCARBOROUGH RD	SAUCIER	MS	39574
	31510	1011D-01-039.000	CHAVERS DENNIS	146 TEAGARDEN RD	GULFPORT	MS	39503
	31485	1011D-01-049.000	DREWES JASON E & WAGNER CARA B	134 E CEDAR DR	GULFPORT	MS	39507
	31511	1011D-01-025.000	BLUE RIBBON PROPERTIES LLC	390 FLY AWAY COURT	BILOXI	MS	39532
	31488	1011D-01-050.000	BROOKS M DENNIS & BECKY M	525 GLEN VALLEY WAY	GULFPORT	MS	39507
	31491	1011D-01-051.000	VARADI JOHN	P O BOX 980	COMO	MS	38619
	21186	1010M-03-013.000	HARRIS JOANN	1618 HENDERSON AVE	GULFPORT	MS	39501
	110148	1010M-03-010.001	IMPERIAL DEVELOPMENT III LLC	362 GULF BREEZE PKWY #111	GULF BREEZE	FL	32561
N	96807	1011D-01-040.001	SMITH GREGORY T	PO BOX 7704	GULFPORT	MS	39506
	129057	1010M-03-010.102	MCCORMICK RICHARD J & WALSH ALICE P	3520 BUTCHER DRIVE	SANTA CLARA	CA	95051
	129059	1010M-03-010.104	OZDEL ALP & ELSIE VIDAD	1339 BATTLEFORD DR	VIRGINIA BEACH	VA	23464
	129075	1010M-03-010.193	SCOTT MARK	15442 W ENCANTADA DRIVE	SURPRISE	AZ	85374
	129078	1010M-03-010.196	FS RENOVATIONS LLC	1101 CENTRY OAKS DR, A	GULFPORT	MS	39507
	21191	1010M-03-009.000	SWITZER KEITH & CRISTINA	4464 KENDALL CIRCLE	GULFPORT	MS	39507
	21189	1010M-03-010.000	IMPERIAL DEVELOPMENT III LLC	7555 HWY 98 WEST	PENSACOLA	FL	32506
	21187	1010M-03-012.000	CASMON DEVELOPMENTS LLC	1045 TOWNSHIP RD	GULFPORT	MS	39507
	129056	1010M-03-010.101	VICTORINO MONICA	704 S F STREET	OXNARD	CA	93030
	129058	1010M-03-010.103	BIANCHI SERAFINO & PATRICIA J	1100 C CENTURY OAKS DR	GULFPORT	MS	39507
	129060	1010M-03-010.105	JOHNSON DENNIS F & CAROL A	1110 CENTURY OAKS DR	GULFPORT	MS	39507
	129074	1010M-03-010.192	FOGT DERICK L & THY N	5213 MONTIANO LN	DUBLIN	CA	94568
	129076	1010M-03-010.194	RUSS PAMELA M	265 WEST COUNTYLINE RD	TOUGALOO	MS	39174
	129077	1010M-03-010.195	LEE FRANCES	1101 B CENTURY OAKS DR	GULFPORT	MS	39507
	142796	1011D-01-005.001	VARADI JOHN M & LILLIAN	105 SOUTH MAIN ST	COMO	MS	38619
	31495	1011D-01-004.000	PAPE WILLIAM C & VIRGINIA KAY	1044 LEWIS RD	RAYMOND	MS	39154
	142797	1011D-01-004.001	ALTENBAUMER LUANNE H & TERRY W	19003 SAM BASS COURT	CYPRESS	TX	77433
N	144213	1011D-01-005.002	PAPE WILLIAM C & VIRGINIA KAY	1044 LEWIS RD	RAYMOND	MS	39154
	146202	1011D-01-049.001	AUSTIN TONY L & JUDITH B	138 E CEDAR DR	GULFPORT	MS	39507
N	31502	1011D-01-040.000	SMITH GREGORY	1444 MILL RD	GULFPORT	MS	39507
N	146647	1011D-01-040.002	SMITH GREGORY	1444 MILL RD	GULFPORT	MS	39507
N	146648	1011D-01-040.003	TRIPLETT HOMES LLC	1444 MILL RD	GULFPORT	MS	39507

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	146828	1011D-01-040.005	SMITH GREGORY T	PO BOX 7704	GULFPORT	MS	39506
	31509	1011D-01-038.000	NELSON LINDA G	2501 GULF AVE #19	GULFPORT	MS	39501

RE: 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

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, May 25, 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, May 25, 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. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

McClatchy

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

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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

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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.

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

McClatchy

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
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May 10 2023

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COUNTY OF HARRISON

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Stefani Beard

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Stephanie Hatcher

Notary Public

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STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

CITY OF GULFPORT PLANNING COMMISSION

2305PC046

TRANSCRIPT OF HEARING

May 25 2023

****

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS, GULFPORT, MISSISSIPPI, ON THE 25TH DAY OF MAY 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
VIRGINIA ADOLPH
B.J. SELLERS
CHARLIE HEWES
HAROLD SPANN
DOUG HANCOCK
BRYAN JACOBS

STAFF PRESENT:

GREG HOLMES
SU-LIN FEATHERSTON
LESLIE ERVIN
RHONDA GADDIS
KEVIN BROWN

ALSO PRESENT:

MARGARET MURDOCK ESQ., City Attorney

H2.3 Zoning Map Amendment 2305PC046

MS. GADDIS: Zoning Map Amendment 2305PC046 has been duly and timely noticed as required by law. The applicant is requesting to rezone from T5 urban center zone to T4+ general urban zone plus at 1123 Ocean View Drive, Ward 2.

A copy of the packet Exhibit A considered is hereby offered for the record.

MS. ADOLPH: 46, okay.

MR. WILLIAMS: 46. Okay. Ms. Virginia and I didn't hear very well, so let us get to -- Commissioners, are you all on the right case? 046.

All right. Is someone here to speak on this request? Yes, ma'am.

MS. TRIPLETT: I am Monica Triplett, 14 Poplar Circle, Gulfport, Mississippi, speaking on behalf of Greg Smith who's my dad. He thought you needed another face to look at tonight because apparently you've heard enough from him. I'm sure that's not true.

This area was rezoned in 2007 to the Smart Code, and since then there's been no development except for in places where it has been rezoned to T4+.

He has completed 12 single family homes in the immediate area with the rezoning. We have four currently under construction and two in drafting. So we're

seeking for this to have that same rezoning change.

MR. WILLIAMS: All right. Commissioners, any questions?

Come on. It's her first time. You really need some tough quesitons for her. No, not going to do it?

All right. We'll let you slide this time. If something comes up, we'll bring you back up. Thank you, though. Appreciate it.

MS. TRIPLETT: Thanks. Thank you.

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

Anyone here to speak against the request?

All right. Commissioners, you've heard the applicant. Can I get a motion, please?

MR. SELLERS: Mr. Chairman, I move we approve Case File 2305PC046 with any and all conditions.

MR. WILLIAMS: All right. We've got a motion. Do I have a second?

MR. JACOBS: Second.

MR. WILLIAMS: Motion and a second. Any further discussion? If not, all those in favor signify by saying aye. Any opposed?

All right. It's been approved. You're welcome back any time.

BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2305PC046

COURT REPORTER'S CERTIFICATE

I, Norma Jean Ladner Soroe, Certified Shorthand Reporter, do hereby certify that to the best of my skill and ability I have reported the hearing held before the City of Gulfport Planning Commission and that the foregoing 3 pages constitute a true and correct transcription of said hearing held on the 25th day of May 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 31st day of May 2023.

_____

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

There came on for consideration at a duly constituted meeting of the City Council and Mayor of the City of Gulfport held on the ____day of _____, 2023, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF GULFPORT, MISSISSIPPI, TO REZONE CERTAIN PROPERTY FROM ITS PRESENT ZONING CLASSIFICATION OF T5 (URBAN CENTER ZONE) DISTRICT TO T4+ (GENERAL URBAN ZONE "PLUS") DISTRICT, AND FOR RELATED PURPOSES

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission and City departments, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that all or a portion of ad valorem tax parcel number 1011D-01-007.000, which is generally described as being located North of and adjacent to Ocean View Drive, South of and adjacent to Township Road, East of Paradise Avenue, and West of Cowan Road, should be rezoned from its present classification of T5 (Urban Center Zone) District to T4+ (General Urban Zone "Plus") District. The Case File Number is 2305PC046; and

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

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

SECTION 1: That the Official Zoning Map of the City of Gulfport be and the same is hereby amended to provide that the following described property **be rezoned from its present classification of T5 (Urban Center Zone) District to T4+ (General Urban Zone "Plus") District:**

> Lots 26 and 27, inclusive, Lakeland Subdivision, as per map or plat thereon file and of record in the office of the Chancery Clerk, Harrison County, Mississippi, together with all or any improvements thereon.

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

must secure a building permit from the Building Official and commence construction within one year from the date of approval of rezoning by the City Council. If no building permit has been obtained and said plan development is not completed according to approved plans, the rezoning of said parcel shall be null and void and automatically revert back to its original zoning classification. See also: COMPREHENSIVE ZONING ORDINANCE {Section IX (3) (b)} Reversion.

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

SECTION 4. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: "This Ordinance amends the City's Code of Ordinances and Official Zoning Map by rezoning all or a portion ofTax Parcel No. 1011D-01-007.000 from its present zoning classification of T5 (Urban Center) district to T4+ (General Urban "Plus") district. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk." For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City's Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by _____, seconded by _____ and was adopted by the following roll call vote:

YEAS: **ABSTENTIONS:** **ABSENCES:** **NAYS:**

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the _____ day of _____, _____.

(SEAL:)

ATTEST: ADOPT:

_____ _____
CLERK OF THE COUNCIL PRESIDENT

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the _____day of _____, _____.

_____
BILLY HEWES, Mayor

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 OF THE GULFPORT CITY COUNCIL RECONFIRMING AND EXTENDING THE STATUS OF A STATE OF EMERGENCY DUE TO THE IMPACTS OF HURRICANE ZETA ON THE CITY OF GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, by virtue of a Proclamation executed on Monday, October 26, 2020, the Mayor proclaimed a "local emergency" pursuant to *Miss. Code Ann*. § 33-15-17(d) and a "civil emergency" pursuant to *Miss. Code Ann*. § 45-17-3, et seq., due to an imminent threat of a "natural disaster" resulting from Hurricane Zeta and related conditions (tropical rain, wind, storm surge, lightening, hail, flooding, etc.) projected to commence in the area on or about October 28-29, 2020; and

WHEREAS, further, due to said local/civil emergency, and the need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County, the Mayor invoked the powers of "emergency management" and invoked special emergency authority, including, but not limited to Sections 45-17-1, et seq., Sections 33-15-1, et seq., Section 31-7-13(k) and Sections 21-35-19, et seq., *Mississippi Code of 1972, Annotated*, and any amendments thereto; and invoked emergency measures according to authority of Sec. 1-70 and Sec. 7-19, *Code of Ordinances of the City of Gulfport, Mississippi*; and

WHEREAS, the Gulfport City Council, on November 3, 2020, on November 17, 2020, on December 8, 2020, on January 5, 2021, on February 2, 2021, on March 2, 2021, on March 16, 2021, on April 8, 2021, on May 4, 2021, on May 18, 2021, on June 10, 2021, on July 6, 2021, on August 3, 2021, on August 17, 2021, on September 17, 2021, on October 5, 2021, on November 1, 2021, on November 16, 2021, on December 7, 2021, on January 4, 2022, on January 18, 2022, on February 8, 2022, on March

8, 2022, on April 4, 2022, on May 3, 2022, on May 17, 2022, on June 7, 2022, on July 5, 2022, on August 2, 2022, on September 6, 2022, on October 4, 2022, on October 18, 2022, on November 8, 2022, on December 6, 2022, on January 3, 2023, on January 17, 2023, on February 7, 2023, on March 3, 2023, on March 21, 2023, on April 11, 2023, on May 2, 2023, on May 16, 2023, and on June 6, 2023, acted to confirm and extend the aforementioned State of Emergency; and

WHEREAS, the Governing Authority having reviewed the existing needs, including those stated above, for continuing a state of emergency, finds that the need for continuing local emergency management and associated relief from Federal and State governments to prepare for and respond to the impact and effects of Hurricane Zeta, and shall continue until the governing body terminates the local emergency once conditions warrant.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things set forth and recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the City Council recognizes that there is a continuing need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County and a continuing need to prepare for and respond to the impact and effects of Hurricane Zeta.

SECTION 3. That a state of civil emergency continues within the City of Gulfport, and Mayor Billy Hewes is authorized to continue to invoke emergency management authority, including coordination of assistance and relief with state and federal authorities and private corporations and the use of municipal personnel and equipment as deemed necessary and proper

as a result of said emergency until the earliest time as conditions warrant the termination of the state of local emergency by the Governing Authority.

SECTION 4. The Governing Authority hereby finds that an emergency exists in regard to the purchase of commodities or repair contracts such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Gulfport.

SECTION 5. This Order shall not limit the authority hereby confirmed of the Mayor and City Council to make such orders or take such actions as is vested in them as the chief executive/ administrative officer, and as the governing authority, respectively, of the City of Gulfport by the Laws of the State of Mississippi and the Ordinances of the City of Gulfport.

SECTION 6. This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the Governing Authority terminates the local emergency in the City of Gulfport, or until otherwise terminated according to law.

SECTION 7. The Clerk of the Council is instructed to publish this Resolution and make it available for public notice and after its adoption, this Resolution shall be spread upon the minutes of the Governing Authority.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilman _____, seconded by Councilman _____, and was adopted by the following roll call vote:

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 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:

A RESOLUTION OF THE GULFPORT CITY COUNCIL RECONFIRMING AND EXTENDING THE STATUS OF A STATE OF EMERGENCY DUE TO THE IMPACTS OF HURRICANE IDA ON THE CITY OF GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, by virtue of a Proclamation executed on Friday, August 27, 2021, the Mayor proclaimed a "local emergency" pursuant to *Miss. Code Ann*. § 33-15-17(d) and a "civil emergency" pursuant to *Miss. Code Ann*. § 45-17-3, *et seq*., due to an imminent threat of a "natural disaster" resulting from Tropical Storm/Hurricane Ida and related conditions (tropical rain, wind, storm surge, lightening, hail, flooding, etc.) projected to commence in the area on or about August 29-30, 2021; and

WHEREAS, further, due to said local/civil emergency, and the need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County, the Mayor invoked the powers of "emergency management" and invoked special emergency authority, including, but not limited to Sections 45-17-1, *et seq*., Sections 33-15-1, *et seq*., Section 31-7-13(k) and Sections 21-35-19, *et seq*., *Mississippi Code of 1972, Annotated*, and any amendments thereto; and invoked emergency measures according to authority of Sec. 1-70 and Sec. 7-19, *Code of Ordinances of the City of Gulfport, Mississippi*; and

WHEREAS, the Gulfport City Council, on September 7, 2021, on October 5, 2021, on November 1, 2021, on November 16, 2021, on December 7, 2021, on January 4, 2022, on January 18, 2022, on February 8, 2022, on March 8, 2022, on April 4, 2022, on May 3, 2022, on May 17, 2022, on June 7, 2022, on July 5, 2022, on August 2, 2022, on September 6, 2022, on October 4, 2022, on October

18, 2022, on November 8, 2022, on December 6, 2022, on January 3, 2023, on January 17, 2023, on February 7, 2023, on March 3, 2023, on March 21, 2023, on April 11, 2023, on May 2, 2023, on May 16, 2023, and on June 6, 2023, acted to confirm and extend the aforementioned State of Emergency; and

WHEREAS, the Governing Authority having reviewed the existing needs, including those stated above, for continuing a state of emergency, finds that the need for continuing local emergency management and associated relief from Federal and State governments to prepare for and respond to the impact and effects of Hurricane Ida, and shall continue until the governing body terminates the local emergency once conditions warrant.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things set forth and recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the City Council recognizes that there is a continuing need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County and a continuing need to prepare for and respond to the impact and effects of Hurricane Ida.

SECTION 3. That a state of civil emergency continues within the City of Gulfport, and Mayor Billy Hewes is authorized to continue to invoke emergency management authority, including coordination of assistance and relief with state and federal authorities and private corporations and the use of municipal personnel and equipment as deemed necessary and proper as a result of said emergency until the earliest time as conditions warrant the termination of the state of local emergency by the Governing Authority.

SECTION 4. The Governing Authority hereby finds that an emergency exists in regard to the purchase of commodities or repair contracts such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Gulfport.

SECTION 5. This Order shall not limit the authority hereby confirmed of the Mayor and City Council to make such orders or take such actions as is vested in them as the chief executive/ administrative officer, and as the governing authority, respectively, of the City of Gulfport by the Laws of the State of Mississippi and the Ordinances of the City of Gulfport.

SECTION 6. This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the Governing Authority terminates the local emergency in the City of Gulfport, or until otherwise terminated according to law.

SECTION 7. The Clerk of the Council is instructed to publish this Resolution and make it available for public notice and after its adoption, this Resolution shall be spread upon the minutes of the Governing Authority.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilman _____, seconded by Councilman _____, and was adopted by the following roll call vote:

AYES **NAYS** **ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 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:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE "ACKNOWLEDGMENT OF REVERSION OF PROPERTY BACK TO THE CITY OF GULFPORT, MISSISSIPPI", AND FOR RELATED PURPOSES

WHEREAS, on or about October 1, 1993,, the El Kabahr Grotto conveyed certain real property to the Gulfport Lodge #422 by way of a "Special Warranty Deed" dated October 1, 1993, and recorded in the Land Records of the Harrison County Chancery Clerk's Office in Deed Book 1254 at pages 668-670; and

WHEREAS, the aforementioned Special Warranty Deed contained a reverter provision that required that the titled interest conveyed to the Gulfport Lodge #422 in the said Deed would automatically revert to the City of Gulfport, Mississippi, at the time the property ceased to be used for the "purpose of providing a site for the grantees herein to use as a Home which is to be used for said organization, and other organizations"; and

WHEREAS, as of January 1, 2018, the City of Gulfport and the Gulfport Lodge #422 agree and acknowledge that the Property is no longer used for the "purpose of providing a site for the grantees herein to use as a Home which is to be used for said organization, and other organizations"; and

WHEREAS, the City of Gulfport and the Gulfport Lodge #422 further agree and acknowledge that the titled interested conveyed by the El Kabahr Grotto to the Gulfport Lodge #422 in the aforementioned Special Warranty Deed did, therefore, revert the City as of January 1, 2018; and

WHEREAS, an "ACKNOWLEDGMENT OF REVERSION OF PROPERTY TO THE CITY OF GULFPORT, MISSISSIPPI" has been prepared and is attached hereto as Exhibit "A" for approval and it is believed that it is in the best interest of the City to do so.

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 "ACKNOWLEDGMENT OF REVERSION OF PROPERTY TO THE CITY OF GULFPORT, MISSISSIPPI" 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 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

This Instrument prepared by and to be returned to:
Margaret Murdock, Esq., MS Bar #9824
Assistant City Attorney
City of Gulfport
Post Office Box 1780
Gulfport, Mississippi 39502-1780
(228) 868-5811

Indexing Instructions: Lots 7, 8, 9, and 10, Block 30, Original Gulfport, First Judicial District, Harrison County, Mississippi

ACKNOWLEDGMENT OF REVERSION OF PROPERTY TO THE CITY OF GULFPORT, MISSISSIPPI

The undersigned parties do hereby acknowledge that the El Kabahr Grotto, did convey the property described in as Exhibit "A" hereto (herein the "Property") to the Gulfport Lodge #422 by way of the "Special Warranty Deed" signed on October 1, 1993, and recorded in the Land Records of the Harrison County Chancery Clerk's Office in Deed Book 1253 on pages 668-670 ("Deed"). This conveyance contained a reverter provision that required that the titled interest conveyed to the Gulfport Lodge #422 in the said Deed would automatically revert to the City of Gulfport, Mississippi ("City") at the time the property ceased to be used for the "purpose of providing a site for the grantees herein to use as a Home which is to be used for said organization, and other organizations."

The undersigned parties do hereby further agree and acknowledge that the Property did cease to be used for the "purpose of providing a site for the grantees herein to use as a Home which is to be used for said organization, and other organizations" as of January 1, 2018, and the parties further do hereby acknowledge and agree that the titled interest conveyed by the El Kabahr Grotto to the Gulfport Lodge #422 in the Deed did therefore revert to the City of Gulfport, Mississippi, as of January 1, 2018.

WITNESS OUR SIGNATURES on the dates hereinafter set forth below, with the representatives of these signing entities having first received proper authority from their respective governing authorities/boards.

(SIGNATURES ON THE FOLLOWING PAGES)

CITY OF GULFPORT, MISSISSIPPI
Post Office Box 1780
Gulfport, Mississippi 39502
Telephone: (228) 868-5811

BY:_____

ITS: Mayor_____.

ATTEST:

_____
RASHIDA BELL, CITY CLERK

Gulfport Lodge #422
15101 Creosote Road,
Gulfport, Mississippi
Telephone: (228) 863-8800

BY:_____

ITS: Worshipful Master_____.

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the_____day of_____, 2023, BILLY HEWES, who acknowledged to me that he is the duly elected Mayor of the City of Gulfport, Mississippi, and that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed after first being duly authorized to do so.

_____
NOTARY PUBLIC

My Commission Expires:

_____

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 31 day of May, 2023, John McKelvy, who acknowledged to me that he is the Worshipful Master of the Gulfport-Lodge #422, and that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed after first being duly authorized to do so.

NOTARY PUBLIC

My Commission Expires:

11/29/23

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 114524 LEHANG DUTTON Commission Expires Nov. 29, 2023 JACKSON COUNTY

(SEAL)

EXHIBIT "A"

Lots 7, 8, 9 and 10, of Block 30 of Original Gulfport, as shown by map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi.

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 _____, 2020, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AMENDMENT NO. 1 TO THE AGREEMENT FOR SHELTERING SERVICES BETWEEN THE CITY OF GULFPORT, MISSISSIPPI, AND THE HUMANE SOCIETY OF SOUTH MISSISSIPPI; TO AUTHORIZE THE MAYOR TO EXECUTE AMENDMENT NO. 1, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, pursuant to authority granted by Section 21-19-9, Miss Code Ann. (1972, as amended), from time to time, has adopted certain and various municipal ordinances regarding "animal control" within the city limits of the City of Gulfport and, in the enforcement of said ordinances may cause certain animals found to be running at large to be impounded and sold to discharge the costs and penalties provided for the violation of such regulations and the expense of impounding and keeping and selling the same; and pet overpopulation is tragic, complex and expensive to manage; and

WHEREAS, the City of Gulfport is further authorized by the aforementioned code section to "provide for the erection of all needful pens, pounds, and buildings for the use of the municipality…and to appoint and confirm keepers thereof"; and

WHEREAS, the City of Gulfport is further authorized by the aforementioned code section, as set forth in Attorney General opinions interpreting the same (Dunbar 2000 WL 120481), to contract with a local humane shelter to provide services that would otherwise be provided at/by a "city pound"; and

WHEREAS, pursuant to the aforementioned authority, the City of Gulfport entered into such a contract with the Humane Society of South Mississippi, a Mississippi non-profit corporation, to provide the services that would otherwise be provided at/by a "City pound" as is more fully set forth in the AGREEMENT FOR SHELTERING SERVICES BETWEEN THE CITY OF GULFPORT, MISSISSIPPI, AND THE HUMANE SOCIETY OF SOUTH MISSISSIPPI previously approved by this Council on August 4, 2020, and executed by the Mayor ("the Agreement"); and

WHEREAS, in order to have the said Agreement run concurrently with the City's fiscal year, the

City and the Humane Society have mutually agreed to amend the Agreement pursuant to Amendment No. 1 to the Agreement which is attached hereto as Exhibit "A", the approval of which 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 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 Amendment No. 1 to the AGREEMENT FOR SHELTERING SERVICES BETWEEN THE CITY OF GULFPORT, MISSISSIPPI, AND THE HUMANE SOCIETY OF SOUTH MISSISSIPPI be and it is hereby approved in the form as is found in Exhibit "A" to this resolution, and the Mayor be and he is hereby authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That this Resolution shall be in effect immediately upon its passage and enactment according to law and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and 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

AMENDMENT NO. 1

TO AGREEMENT FOR SHELTERING SERVICES BETWEEN THE CITY OF GULFPORT, MISSISSIPPI, AND THE HUMANE SOCIETY OF SOUTH MISSISSIPPI

This Amendment is attached to, made a part of, and incorporated by reference into an Agreement for Sheltering Services (hereinafter, "the Agreement"), dated August 5, 2020, between the City of Gulfport, Mississippi, and the Humane Society of South Mississippi, concerning the provision of sheltering services with respect to animals within the City of Gulfport, as more fully described therein. The Agreement is in need of amendment in order to extend the term of the Agreement for one month (through September 30, 2023) in order to have the agreement be consistent with the fiscal year, as indicated below:

1. Amend Paragraph 2 of the Agreement to change the termination date of the Agreement from August 31, 2023, to September 30, 2023. All other provisions of the Agreement shall remain in full force in effect through September 30, 2023.

This AMENDMENT NO. 1 is hereby made a part of and incorporated into the Agreement, dated August 5, 2020, as though originally included therein.

IN WITNESS whereof, the parties hereto have made and executed this Amendment No 1, as of this _____ day of July, 2023.

CITY OF GULFPORT

_____
BILLY HEWES, MAYOR

HUMANE SOCIETY OF SOUTH MISSISSIPPI

_____
LORI WEST, CHIEF EXECUTIVE OFFICER

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE RENEWAL AND EXTENSION OF AMENDED AND RESTATED AGREEMENT TO OPERATE, MANAGE, AND MAINTAIN PUBLIC GOLF COURSE AND DRIVING RANGE ,
AND FOR RELATED PURPOSES

WHEREAS, on September 22, 2023, the City Council approved an AMENDED AND RESTATED AGREEMENT TO OPERATE, MANAGE, AND MAINTAIN PUBLIC GOLF COURSE AND DRIVING RANGE (hereinafter, "the Agreement")with Coast Golf, LLC, concerning the operation, management and maintenance of the public golf course and driving range known, generally, as the "Bayou Vista Golf Course"; and

WHEREAS, pursuant to the Agreement, it "may be renewed and extended, subject to the approval of the Governing Authority for the City, for one (1) successive period of three (3) years (to commence October 1, 2023, and end on September 30, 2026), provided that Coast Golf gives written notice of its intent to renew to the City not later than sixty (60) days prior to the end of the primary term of this Agreement, which is September 30, 2023"; and

WHEREAS, in accord with the preceding language concerning renewal of the Agreement, on or about May 10, 2023, Coast Golf, LLC, submitted a renewal notice to the City of Gulfport (see Exhibit "A" hereto), and the City, likewise, desires to extend the agreement for the renewal term (three (3) years) provided for in the Agreement; and

WHEREAS, approval of the renewal of the Agreement for the three (3) year renewal term is 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 AMENDED AND RESTATED AGREEMENT TO OPERATE, MANAGE, AND MAINTAIN PUBLIC GOLF COURSE AND DRIVING RANGE between the City of Gulfport and Coast Golf, LLC, be and it is hereby renewed for the three (3) year renewal term provided for in the Agreement.

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

Bayou Vista Golf Course

City of Gulfport
Jeffrey S. Bruni, Esq.
City Attorney

May 10, 2023

Notice of Intent to Renew.

In accordance with paragraph 4 of the Agreement to Operate, Manage and Maintain Public Golf Course, Coast Golf intends to renew and execute the three year term of the agreement beginning on October 1, 2023.

Additionally, am requesting an additional three year term be included during the renewal process.

Warm regards,

Brad Thompson
Managing Partner
Coast Golf LLC
dba Bayou Vista Golf Course

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 ACTIVATION OF GULFPORT REGIONAL PLANNING COMMISSION – DEDEAUX ROAD WIDENING PROJECT, PHASE II, AND FOR RELATED PURPOSES

WHEREAS, the Gulf Coast Metropolitan Planning Organization ("GRPC") has advised that the MPO Transportation Policy Committee has allocated funding to existing and new projects in the City of Gulfport one of which is the Dedeaux Road Widening Project, Phase II; and

WHEREAS, the project shall be designed to install approximately 0.25 miles of a 4-lane boulevard roadway with lighting, storm drain improvements, bike and pedestrian facilities and other street improvement from Highway 605 to ¼ mile west of Highway 605; and

WHEREAS, it is necessary to activate the project and designate Wayne Miller as the contact person on this project with the City, as more fully set forth in the supporting documentation (see Exhibit "A" attached hereto), and as recommended by Wayne Miller, P.E., Director of Public Works and Engineering; and

WHEREAS, the City Council acknowledges that the project is currently expected to cost $4,700,000.00 which sum includes the City's match (20%) of $940,000.00

WHEREAS, the Council finds that it is in the best interest of the City to approve the activation of the Gulf Regional Planning Commission Project – Dedeaux Road Widening Project, Phase II, and designate Wayne Miller as the contact person on this project for the City (see Exhibit "A" attached hereto).

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

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the activation for the Gulf Regional Planning Commission Project – Dedeaux Road Widening Project, Phase II, be and it is hereby approved, Wayne Miller, P.E., be and he is hereby designated as the contact person on the project for the City, and the Mayor (or his designee) is hereby authorized to execute whatever documents may be required, if any, to effectuate the activation of the aforementioned project.

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

Memorandum – City of Gulfport

PUBLIC WORKS & ENGINEERING

To: Mayor Billy Hewes and Members of the City Council

CC: Leonard Papania, CAO
Todd Harman, CPA, Director of Finance and Accounting
Tyler Gentry, Assistant Director of Public Works – Operations
Jeremy Harrison, P.E., Assistant City Engineer
Jessica Versiga, Purchasing Agent
Legal Department

From: Wayne E. Miller, P.E., Director of Public Works and Engineering WEM

Date: June 20, 2023

Re: **Request Activation for GRPC Project – Dedeaux Road Widening, Phase II**

Attached for your consideration is the activation paperwork with Gulf Regional Planning Commission (GRPC) for the above referenced project.

This project shall be designed to install approximately 0.25 miles of a 4-lane boulevard roadway with lighting, storm drain improvements, bike and pedestrian facilities, and other street improvements. This portion of road widening is from Hwy 605 to 1/4-mile West of Hwy 605.

I also request that I, Wayne Miller, be named as the contact person on this project with the City.

The current total is $4,700,000 to complete the project that will require a 20% City match or $940,000. Funding is in place for the project from the MIMA paving funds.

I recommend approval of this item.

Attachments:

1. GRPC Letter dated June 22, 2023
2. GRPC TIP Project Sheet

Gulf Regional Planning Commission

June 22, 2023

Mr. Evan Wright
State Planning Engineer
Mississippi Department of Transportation (MDOT)
Jackson, MS 39215-1850

Re: Dedeaux Road PH 2 – Revised numbers

Dear Evan,

The Gulf Regional Planning Commission (GRPC) has modified the FY 2023-2026 Transportation Improvement Program (TIP) for Gulfport's Dedeaux Road Phase 2 Project to show the correct numbers due to the use of special match credit. Please see the attached TIP pages.

Sincerely,

Kenneth Yarrow
Gulf Regional Planning Commission

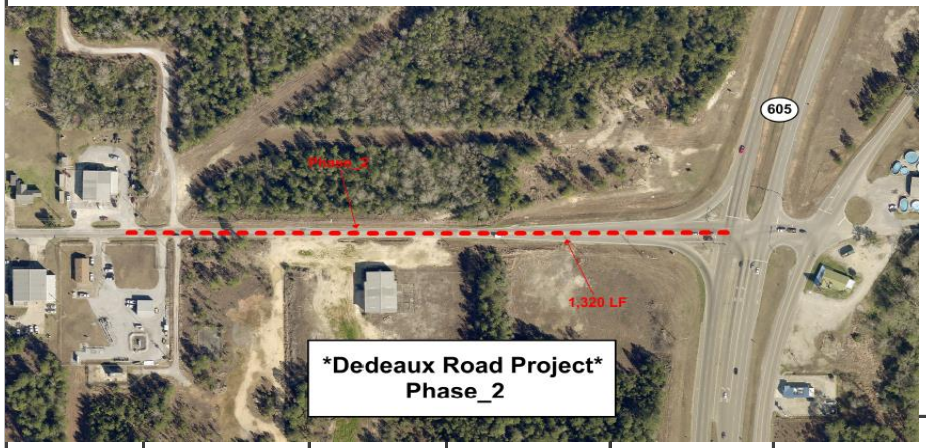
CC: Wayne Miller, Gulfport
Jeremy Harrison, Gulfport
Chuck Starita, MDOT
David Seyfarth, MDOT
Lee Frederick, MDOT
Lindsey Killebrew, MDOT
Amber Dixon, MDOT
Mack Dowell, MDOT

Mississippi Gulf Coast Metropolitan Planning Organization

FY2023-2026 Transportation Improvement Program (TIP)

NEW

County	Harrison	**Agency**	Gulfport
Improvement Type	Capacity	**Route**	Dedeaux Road Phase 2
Project Termini	Hwy 605 to 1/4 mile West of Hwy 605		
Project Description	Widening and adding bike/ped facilities		



FY	Source	Phase	Federal	Local	Total
2024		PE	$0	$100,000	$100,000
2024		ENV	$0	$15,000	$15,000
2024		ROW	$0	$50,000	$50,000
2024	TMA - STBG	CON	$3,760,000	$775,000	$4,535,000
		Project Totals	**$3,760,000**	**$940,000**	**$4,700,000**

Project Notes					
Action	Add to TIP	Date	8/23/2018	Type	Amend
Remarks	$3,760,000 added to Illustrative List				
Action	Split project	Date	12/8/2022	Type	Amend
Remarks	Phase 2 and Phase 2a split at 1/4 mile east of Hwy 605				
Action		Date		Type	
Remarks					
Action		Date		Type	
Remarks					
Action		Date		Type	
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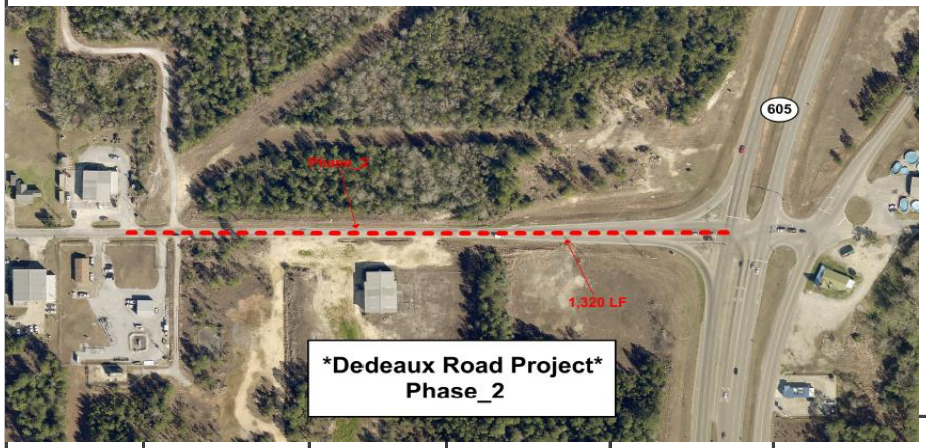
Action		Date		Type	
Remarks					

Mississippi Gulf Coast Metropolitan Planning Organization

FY2023-2026 Transportation Improvement Program (TIP)

OLD

County	Harrison	**Agency**	Gulfport
Improvement Type	Capacity	**Route**	Dedeaux Road Phase 2
Project Termini	Hwy 605 to 1/4 mile West of Hwy 605		
Project Description	Widening and adding bike/ped facilities		



FY	Source	Phase	Federal	Local	Total
2024		PE	$0	$100,000	$100,000
2024		ENV	$0	$15,000	$15,000
2024		ROW	$0	$50,000	$50,000
2024	TMA - STBG	CON	$3,760,000	$940,000	$4,700,000
		Project Totals	**$3,760,000**	**$1,105,000**	**$4,865,000**

Project Notes					
Action	Add to TIP	Date	8/23/2018	Type	Amend
Remarks	$3,760,000 added to Illustrative List				
Action	Split project	Date	12/8/2022	Type	Amend
Remarks	Phase 2 and Phase 2a split at 1/4 mile east of Hwy 605				
Action		Date		Type	
Remarks					
Action		Date		Type	
Remarks					
Action		Date		Type	
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Action		Date		Type	
Remarks					

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 OF THE GULFPORT CITY COUNCIL APPROVING AGREEMENT FOR PROFESSIONAL SERVICES WITH VOLKERT, INC., IN CONNECTION WITH THE QUARTERS REVITALIZATION MASTER PLAN PROJECT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to contract with Volkert, Inc., to provide certain professional services pertaining to the Quarters Revitalization Master Plan Project, which project is intended to develop a Community Master Plan for the portion of the City knows as "The Quarters" with said plan to include recommendations for multi-modal transportation improvements and future land uses that will support a vibrant, artistic entertainment district; and

WHEREAS, the project is also intended to include streetscape improvement including removal/installation of sidewalks, removal/installation of curb and gutter, street paving, facility improvements for public transit, street lighting, landscaping, signage and other streetscape ideas; and

WHEREAS, a proposed Agreement for Professional Services (including attachments thereto) between the City of Gulfport and Volkert, Inc., is attached hereto as Exhibit "A" for review and consideration and approval thereof is believed to be in the best interest of the City of Gulfport.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things set forth and recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the proposed Agreement for Professional Services between the City of Gulfport and Volkert, Inc., be and the same is hereby approved and the Mayor be and he is hereby authorized to execute and deliver the said Agreement for Professional Services on behalf of the City of Gulfport.

SECTION 3. That this Resolution shall be spread upon the minutes of the Governing Authority and shall be in effect as provided by law.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilman _____, seconded by Councilman _____, and was adopted by the following roll call vote:

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 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

Memorandum – City of Gulfport
PUBLIC WORKS AND ENGINEERING

To: Mayor Billy Hewes and Members of the City Council

CC: Leonard Papania, CAO
Jeff Bruni, Esq, City Attorney
Tyler Gentry, Assistant Director of Public Works – Operations
Jeremy Harrison, Assistant to the City Engineer
Todd Harman, CPA, Director of Finance and Accounting
Jessica Versiga, Purchasing

From: Wayne E. Miller, P.E., Director of Public Works and Engineering

WEM

Date: 06/26/2023

Re: **Recommendation to Approve Contract for Professional Services**
- **The Quarters Revitalization Master Plan**
- **Volkert, Inc.**

Attached for your consideration is a professional services contract with Volkert, Inc. for the referenced project. The purpose of this project is to develop a Community Master Plan (Master Plan) for the three-block by three-block area of the City of Gulfport (City) known as The Quarters. The Master Plan, in collaboration with the City and the Coast Transit Authority (CTA), will make recommendations for multi-modal transportation improvements and future land uses that will support a vibrant, artistic entertainment district.

This project consists of streetscape improvements including removal/installation of sidewalks, removal/installation of curb and gutter, street paving, facility improvements for public transit, street lighting, landscaping, signage, and other streetscape ideas.

The project is funded 80% by a Community Development Block Grant.

I recommend approval of this item.

Volkert, Inc.
111 East Capitol St., Suite 250
Jackson, MS 39201
601-961-0101
www.volkert.com

VOLKERT

June 28, 2023

Honorable Billy Hewes
P.O. Box 1780
Gulfport, MS 39502

Dear Mayor Hewes,

We are pleased to submit a proposal to develop a Community Master Plan for the three-block by three-block area of the City of Gulfport known as "The Quarters". This Quarters Revitalization Plan will make recommendations for multi-model transportation improvements and future land uses that will support a vibrant, artistic entertainment district.

This Quarters Revitalization Plan includes the following:

- Develop an inventory of current use and land use within the study area.
- Evaluate conditions of existing streets, sidewalks, bicycle facilities, and public transit service — and document neighborhood connectivity.
- Provide concepts for a new entertainment district.
- Develop a community enhancement plan that will include proposed land-uses and streetscape improvements within the study area.
- Identify facility improvements for public transit and how public transit can improve service to
- Prepare the required environmental documents.
- Prepare finished plans and a proposal ready for bid.

Attached is an Owner-Consultant agreement, which includes a detailed Scope of Work, and a Proposal Fee breakdown for the project.

Please let me know if you have any questions, concerns, or comments about the proposal. Don't hesitate to reach out and discuss.

As always, we appreciate the opportunity to work with the City of Gulfport.

Sincerely,

Justin Walker, PE,
justin.walker@volkert.com
601-757-3197

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
OWNER AND CONSULTANT

This Agreement made and entered into this 5th day of July 2023, by and between the City of Gulfport, hereafter referred to as the OWNER, and Volkert, Inc., hereinafter referred to as the CONSULTANT; WITNESSETH THAT:

WHEREAS, the OWNER desires to retain the CONSULTANT to perform certain professional planning, design, and engineering services as outlined in the Scope of Services;

WHEREAS, the CONSULTANT desires to perform said professional services for the OWNER;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

1.1 PROJECT or PROJECTS. The total construction or scope of which the Work to be performed under the Contract Documents may be the whole, or a part.

1.2 BASIC SERVICES. The professional services to be performed by CONSULTANT under this Agreement, as set out in Article 3 and as described in the "Basic Services" of Attachment A.

1.3 ADDITIONAL SERVICES. Any services beyond Basic Services as described in Article 3 and the "Basic Services" of Attachment A, as mutually agreed to in writing between OWNER and CONSULTANT.

1.4 CONSTRUCTION CONTRACT. The entire and integrated written agreement, or agreements, between OWNER and Contractor concerning the Work.

1.5 CONTRACT DOCUMENTS. Those items so designated in the Construction Contract, including the Drawings, Specifications, Construction Contract, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Reviewed Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

1.6 DRAWINGS. That part of the Contract Documents prepared or approved by CONSULTANT which graphically shows the scope, extent, and character of the Work to be

performed by Contractor. Shop Drawings are not Drawings as so defined.

1.7 SPECIFICATIONS. That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

1.8 SHOP DRAWINGS. All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor by someone other than CONSULTANT and submitted by Contractor to illustrate some portion of the Work.

1.9 RECORD DRAWINGS. Also referred to as "As-Builts" and "As-Built Plans," Record Drawings shall mean drawings depicting the completed Project, prepared by CONSULTANT as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to CONSULTANT and annotated by Contractor to show changes made during construction.

1.10 CONSTRUCTION OBSERVER. The authorized representative of CONSULTANT assigned to assist CONSULTANT at the site during construction. As used herein, the term CONSTRUCTION OBSERVER includes any assistants or field staff of CONSTRUCTION OBSERVER agreed to by OWNER. The duties and responsibilities of the CONSTRUCTION OBSERVER, if any, are as set forth in the "Basic Services" of Attachment A.

1.11 CONTRACTOR. A Contractor is any person or entity which enters into an agreement with OWNER to perform the construction of or any construction on any Project, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into the Project. The term "Contractor" means the Contractor or its authorized representative but excludes the CONSULTANT and its subconsultants.

1.12 APPLICABLE LAWS. Applicable Laws, as used herein, shall mean the law of the State of _Mississippi__ as well as applicable regulations, codes and licenses promulgated or issued by any board, commission or agency having authority and jurisdiction over this Agreement.

ARTICLE 2
RELATIONSHIP OF THE PARTIES

CONSULTANT is providing professional engineering services pursuant to this Agreement. Nothing in this Agreement shall be construed to mean that CONSULTANT assumes any

responsibility or duties of the Contractor(s) or can be held liable for its failure to perform its obligations and duties to OWNER. The Contractor(s) will be solely responsible for means, methods, techniques, sequences, and procedures used in the construction of the Project and for the safety of its personnel, property, and its operations, and for performing in accordance with its contract(s) with OWNER, as well as for any damages for construction defects caused, in whole or in part, by the Contractor's work. CONSULTANT shall be able to rely upon the Contractor for the proper performance of its obligations to OWNER.

OWNER acknowledges and takes into account the fact that CONSULTANT does not have a contract with Contractor(s) and, as such, cannot direct its respective means and methods, its forces, its personnel, its subcontractors, suppliers and/or subconsultants. CONSULTANT cannot require those parties with which it has no contract to refrain from or perform any acts they are not willing to perform. Requiring action or conduct out of Contractor and/or Architect is the responsibility of the OWNER.

ARTICLE 3
SCOPE OF SERVICES

3.1 Generally. CONSULTANT shall perform the Basic Services set forth in the Scope of Work for Engineering Services to be addressed in Attachment A, as well as any Additional Services in accordance with the terms and conditions herein.

CONSULTANT's Scope of Services as set out hereunder are finite, and CONSULTANT is not being compensated by OWNER to provide or perform services which are not specifically set out herein. Anything not expressly stated in this provision, or in Attachment A, or in any subsequent written agreements between OWNER and CONSULTANT, are not a part of CONSULTANT's Scope of Services.

3.1.1 Safety. Consistent with and pursuant to Section 3.2.4, *infra*, CONSULTANT shall not be responsible for site safety, or for the safety of Contractor or its employees or subcontractors. CONSULTANT is not being retained to, and shall not be expected or required to, research or review the safety record or history of OSHA violations of any potential bidding contractor, and shall not be expected, required, or retained to undertake vetting, pre-screening, researching, or approving any potential bidding contractor based on its safety record.

3.2 Standards of Performance.

3.2.1 Standard of Care. CONSULTANT shall at all times endeavor to perform Basic

Services in conformance with the generally accepted care and skill exercised by professional engineers practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services, and guarantees no particular result. CONSULTANT neither guarantees the performance of any Contractor(s), nor assumes the responsibility of the Contractor(s) to furnish or perform its obligations to OWNER, whether arising from the Construction Contracts, the Contract Documents or otherwise.

3.2.2 CONSULTANTs. CONSULTANT may retain such subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by OWNER.

3.2.3 Reliance on Others. Subject to the Standard of Care set forth in Paragraph 3.2.1, *supra*, CONSULTANT and its subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, OWNER, Contractor, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

3.2.4 CONSULTANT and Contractor.

3.2.4.1 CONSULTANT shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of the Contractor to comply with Applicable Law and Contract Documents as it pertains to the Contractor's furnishing and performing of its work.

3.2.4.2 CONSULTANT neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

3.2.4.3 CONSULTANT shall not be responsible for the acts or omissions of the Contractor, or of any subcontractor, supplier, or any of their agents or employees, or of any other persons (except CONSULTANT's own agents, employees, and subconsultant(s) at the Project site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by CONSULTANT.

3.2.4.4 While at the Project site, CONSULTANT's employees and representatives shall comply with the specific applicable requirements of Contractor's and OWNER's safety programs of which CONSULTANT has been informed in writing.

3.3 Additional Services

It is mutually understood and agreed that the OWNER will compensate the CONSULTANT for services resulting from changes in the scope of a project or its design, including but not necessarily limited to, change in size, complexity, project schedules, character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond the CONSULTANT's control and when requested or authorized by the OWNER.

When requested by OWNER, or when circumstances otherwise reasonably require, CONSULTANT shall furnish or obtain from others Additional Services of the types listed below.

(a) Preparation of applications and supporting documents (in addition to those furnished under Basic Services, if any) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

(b) Services (in addition to those furnished under Basic Services, if any) to assist OWNER in obtaining bids from contractors.

(c) Services (in addition to those furnished under Basic Services, if any) to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER or others.

(d) Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by CONSULTANT or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond CONSULTANT's control.

(e) Services required as a result of OWNER's providing incomplete or incorrect Project information to CONSULTANT.

(f) Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate

schedules, and appraisals; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

(g) Furnishing services of CONSULTANTs for other than Basic Services.

(h) Services during out-of-town travel required of CONSULTANT other than for visits to the Site or OWNER's office as required in Basic Services.

(i) Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for the Work or a portion thereof.

(j) Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

(k) Providing construction surveys and staking (in addition to those furnished under Basic Services, if any) to enable Contractor to perform its work and any type of property surveys or related engineering services; and providing other special field surveys.

(l) Providing Basic Services beyond the original date for completion and readiness for final payment of Contractor.

(m) Preparing Record Drawings (in addition to those furnished under Basic Services, if any) showing appropriate record information based on Project annotated record documents received from Contractor and furnishing such Record Drawings to OWNER.

(n) Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, OWNER, utility companies, and other reliable sources.

(o) Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, OWNER, utility companies, and other sources; revise and supplement Record Drawings as needed.

(p) Preparing to serve or serving as a CONSULTANT or witness for OWNER in any litigation, arbitration, or other dispute resolution process related to the Project.

(q) Preparation of operation and maintenance manuals; assistance to OWNER in training OWNER's staff to operate and maintain Project equipment and systems; assistance to OWNER in developing procedures for (a) control of

the operation and maintenance of Project equipment and systems, and (b) related record-keeping.

(r) Overtime work requiring higher-than-regular rates.

(s) Providing more extensive services required to enable CONSULTANT to issue notices or certifications requested by OWNER.

(t) Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

(u) Other services performed or furnished by CONSULTANT not otherwise provided for in this Agreement.

(v) Services in connection with work change directives and change orders to reflect changes requested by OWNER.

(w) Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

(x) Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

(y) Evaluating an unreasonable claim or an excessive number of claims or requests for information submitted by Contractor or others in connection with the Work.

ARTICLE 4
COMPENSATION OF CONSULTANT

4.1 CONSULTANT shall be compensated by OWNER on a Monthly Invoice Cost+ basis, in accordance with Attachment C hereto.

4.1.1 OWNER shall pay all costs associated with Additional Services authorized by the OWNER.

4.1.2 For Projects involving a supplemental agreement, the scope of services, schedule, and amount of compensation to be paid will be included therein.

4.1.3 The OWNER will pay the CONSULTANT for services performed by subconsultants at the actual invoice amount times a factor of 1.10 for assisting and coordinating the subconsultants' services.

4.1.4 Reimbursable expenses are defined as follows: Travel and subsistence cost, printing and reproduction, computer services, advertising costs, mail distribution costs, permit fees, application fees or deposits, and all other costs incidental to performing the assignment.

4.1.5 The OWNER as purchaser of the services described herein shall pay any applicable sales tax in the manner and in the amount as required by law.

4.2 Invoices. CONSULTANT shall prepare invoices in accordance with its standard invoicing practices. CONSULTANT shall submit its invoices to OWNER on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.3 Payments. Application to Interest and Principal: Payment will be credited first to any interest owed to CONSULTANT and then to principal.

4.3.1 Payment shall be made payable to Volkert, Inc. and submitted to the following address:

Department #2042, Volkert, Inc.
P. O. Box 11407
Birmingham, AL 35246-2042

4.3.2 Failure to Pay. If OWNER fails to make any payment due CONSULTANT for services and expenses within 30 days after receipt of CONSULTANT's invoice, then:

(a) amounts due CONSULTANT will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

(b) CONSULTANT may, after giving seven days written notice to OWNER, suspend services under this Agreement until OWNER has paid in full all amounts due for services, expenses, and other related charges. OWNER waives any and all claims against CONSULTANT for any such suspension.

(c) OWNER shall reimburse CONSULTANT for any expenses, including legal costs, incurred in collection of outstanding amounts due from OWNER.

4.4 Disputed Invoices. If OWNER contests an invoice, OWNER shall promptly advise CONSULTANT of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

ARTICLE 5
RESPONSIBILITIES OF THE OWNER

In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall, at its expense:

5.1 Provide CONSULTANT with all criteria and full information regarding OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

5.2 Give instructions to CONSULTANT regarding OWNER's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), OWNER's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of OWNER's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting CONSULTANT to use copies already in CONSULTANT's possession) of all design and construction standards, OWNER's standard forms, general conditions, supplementary conditions, text, and related documents and content for CONSULTANT to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft construction Contract Documents, when applicable. OWNER shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and OWNER shall seek the advice of OWNER's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

5.3 Furnish to CONSULTANT any other available information pertinent to the Project, including reports and data relative to previous designs or investigation at or adjacent to the Project site(s).

5.4 Furnish or otherwise make available to CONSULTANT such Project-related information and data as are reasonably required to enable CONSULTANT to complete its Basic and Additional Services hereunder. Such information and data would generally include the following:

5.4.1 Property descriptions.

5.4.2 Zoning, deed, and other land use restrictions.

5.4.3 Utility and topographic mapping and surveys.

5.4.4 Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5.4.5 Explorations and tests of subsurface conditions at or contiguous to the Project site, drawings of physical conditions relating to existing surface or subsurface structures at the Project site, or hydrographic surveys, with appropriate professional interpretation thereof.

5.4.6 Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Project site, and adjacent areas.

5.5 Arrange for safe access to, and make all provisions for, CONSULTANT to enter upon public and private property as may be required for CONSULTANT to perform Services hereunder. CONSULTANT shall take reasonable precautions to minimize damage to the property during the course of its Services. OWNER acknowledges that a certain amount of damage, wear and tear, and depreciation is likely to result from CONSULTANT's operations on the property in furtherance of CONSULTANT's Services under this Agreement. The cost for restoration or remediation of damaged property which may result from CONSULTANT's operations is not included in CONSULTANT's compensation hereunder unless explicitly stated otherwise in this Agreement. If the property is damaged during CONSULTANT's operations and if OWNER desires CONSULTANT to restore or remediate the property to its former condition, CONSULTANT will do so for additional compensation.

5.6 Examine all alternate solutions ("value engineering"), studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by CONSULTANT (including obtaining the advice of an attorney, insurance counselor, and other advisors or CONSULTANTs as OWNER deems appropriate with respect to such examination) and render timely written decisions pertaining thereto.

5.7 Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project as designed or specified by CONSULTANT, and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

5.8 Provide the following services in recognition and acknowledgement that CONSULTANT's Services do not include them:

5.8.1 Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

5.8.2 Legal services and advice with regard to issues pertaining to the Project as OWNER requires, as Contractor raises, and/or as CONSULTANT reasonably requests.

5.9 Inform CONSULTANT in writing of any specific safety or security plans or requirements to which CONSULTANT will be required to adhere while on the Project site.

5.10 Designate and identify to CONSULTANT a person to act with authority on OWNER's behalf.

5.11 Communicate to CONSULTANT in writing with regard to any issues that impact project safety or the project schedule or cost.

ARTICLE 6
INSURANCE AND INDEMNFICIATION

6.1 Insurance. CONSULTANT shall procure and maintain the types and amounts of insurance as are set forth below. CONSULTANT shall cause OWNER to be an additional insured on CONSULTANT's policy of commercial general liability and automobile liability insurance.

6.1.1 Commercial General Liability

(a)	Each Occurrence:	$1,000,000
(b)	General Aggregate:	$2,000,000

6.1.2 Automobile Liability (Combined Single Limit BI/PD)

(a)	Each Accident:	$1,000,000

6.1.3 Worker Compensation: Statutory

6.1.4 Employers' Liability

(a)	Each Accident:	$1,000,000
(b)	Disease, Each Employee:	$1,000,000
(c)	Disease, Policy Limit:	$1,000,000

6.1.5 Professional Liability

(a)	Each Claim:	$2,000,000
(b)	Annual Aggregate:	$2,000,000

6.1.6 OWNER shall require Contractor to purchase and maintain policies of insurance covering worker compensation, general liability, property damages (other than to the Work itself), motor vehicle damage and injuries, builder's risk, and other insurance necessary to protect OWNER's and CONSULTANT's interests in the Project. OWNER shall require Contractor to be fully licensed and bonded. OWNER shall require Contractor to cause OWNER and CONSULTANT, their officers, directors, employees, agents, representatives, assigns and subconsultants to be named, listed, or otherwise made additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

6.17 OWNER and CONSULTANT hereby mutually waive all rights of subrogation, as well as all claims and other rights they may have against each other for loss of and/or damage to (a) the Work and any Project therein, (b) all materials, machinery, equipment and other items used in the Project and/or to be incorporated into the Project, while the same are in transit, at Project sites, during erection and otherwise, and (c) all property owned by or in the custody of OWNER and its affiliates, however such loss or damage shall occur, except such rights as they may have to the proceeds of such instance held by the OWNER as trustee. If OWNER is not the sole Owner of the Project sites and all property at and adjacent thereto, OWNER shall obtain an undertaking from the other owners thereof sufficient to provide CONSULTANT the same protection from liability for loss or damage as would be afforded to CONSULTANT under this Agreement if OWNER were the sole owner. OWNER shall cause all policies of property insurance relating to the Project to contain a provision or endorsement to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against CONSULTANT or its subconsultants, or any insureds, additional insureds, or loss payees thereunder.

6.2 Indemnification.

6.2.1 Indemnification by CONSULTANT. To the fullest extent permitted by law, **and up to the limits of the Exclusivity of Remedies provision contained herein**, CONSULTANT shall indemnify OWNER and OWNER's officers, directors and employees for costs, losses, judgments, damages, and expenses (including reasonable attorneys' fees) to the extent caused by the negligent acts, errors and omissions of CONSULTANT in the performance of its professional Services hereunder. In any matters involving allegations of negligent performance of professional Services by CONSULTANT, CONSULTANT's defense duties under this indemnification provision (which are expressly disclaimed) shall include only reimbursement of reasonable defense costs to the extent incurred as a proximate result of CONSULTANT's actual negligent performance.

6.2.2 Indemnification by OWNER. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless CONSULTANT and its officers, directors, members, partners, agents, employees, and subconsultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys,

and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act, omission, or willful misconduct of OWNER or OWNER officers, directors, members, partners, agents, employees, CONSULTANTs, or others retained by or under contract to the OWNER with respect to this Agreement or to the Project.

6.2.3 Environmental Indemnification. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless CONSULTANT and its officers, directors, employees, and subconsultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

6.2.4 Percentage Share of Liability.

OWNER and CONSULTANT hereby expressly agree that each party's total liability under this Agreement shall not exceed the party's percentage share of the total liability of a claim or dispute arising under this Agreement **up to the limits of the Exclusivity of Remedies provision contained herein.**

ARTICLE 7
TERMINATION AND SUSPENSION

7.1 Suspension.

7.1.1 By OWNER. OWNER may suspend the Project for up to 90 days upon seven days written notice to CONSULTANT.

7.1.2 By CONSULTANT. CONSULTANT may, after giving seven days written notice to OWNER, suspend services under this Agreement if CONSULTANT's performance has been substantially delayed through no fault of CONSULTANT, or due to OWNER's failure to pay CONSULTANT as set forth in Section 4.3.2 above.

7.2 Termination. The obligation to provide further Services under this Agreement may be terminated:

7.2.1 For cause,

(a) By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

(b) By CONSULTANT:

(1) upon seven days written notice if OWNER demands that CONSULTANT furnish or perform services contrary to CONSULTANT's responsibilities as a licensed professional; or

(2) upon seven days written notice if the CONSULTANT's services for the Project are delayed or suspended for more than 90 days for reasons beyond CONSULTANT's control.

(3) CONSULTANT shall have no liability to OWNER on account of such termination.

(c) Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 7.2.1(a) if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

7.2.2 For convenience,

(a) By OWNER effective upon CONSULTANT's receipt of notice from OWNER.

7.3 Effective Date of Termination. The terminating party under Paragraph 7.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow CONSULTANT to demobilize personnel and equipment from the Project site to complete tasks

whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

7.4. Payments Upon Termination

7.4.1 In the event of any termination under Paragraph 7.2, CONSULTANT will be entitled to invoice OWNER and to receive full payment for all Services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, OWNER shall have the limited right to the use of Documents, at OWNER's sole risk, subject to the provisions of Paragraph 8.2 ("Ownership and Reuse of Documents").

7.4.2 In the event of termination by OWNER for convenience, or by CONSULTANT for cause, CONSULTANT shall be entitled, in addition to invoicing for those items identified in Paragraph 7.4.1, to invoice OWNER and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with CONSULTANT's subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth herein.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1 Contract Period: All contracts, agreements, provisions, and stipulations of this Agreement shall remain in full force for a period of 3 Years from the date of the Agreement, and for such periods as the contract time may be extended by mutual written agreement between the OWNER and the CONSULTANT.

8.2 Ownership and Reuse of Documents. All Project documents including but not necessarily limited to reports, Drawings, studies, findings, correspondence, specifications, survey notes, estimates, maps, computations, calculations, computer files, computer assisted design and drafting (CADD) files (electronic and hard copy), and other data, as well as any and all other documents and other materials prepared, generated, or furnished by or for CONSULTANT and/or its subconsultant(s) for the Project pursuant to this Agreement (hereinafter referred to in this Paragraph 8.2 as "Documents") are instruments of service with respect to the Project, and CONSULTANT shall retain an ownership and intellectual property interest therein regardless whether the Project is completed. OWNER may make and retain copies thereof for information and reference in connection with the use and/or occupancy of the Project by OWNER and others. However, such Documents are not intended for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. No representation is made that such Documents are or will be suitable for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. Any use of such Documents by OWNER or others on any project other than the Project which is the subject of

this Agreement is not advised and shall be done without warranty, representation, or liability to any extent whatsoever on the part of CONSULTANT. OWNER shall defend, indemnify, save and hold harmless CONSULTANT, its officers, directors, employees, agents, successors, and assigns against any and all liability for any and all claims, demands, fines, fees, damages, actions, causes of action, lawsuits, expenses (including attorneys' fees), mediations, and arbitrations arising out of, resulting from, or relating in any way to the OWNER's use of such Documents.

8.3 Electronic Transmittals.

8.3.1 OWNER and CONSULTANT may transmit, and shall accept, project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure project website, in accordance with a mutually agreeable protocol.

8.3.2 If this Agreement does not establish protocols for electronic or digital transmittals, then OWNER and CONSULTANT shall jointly develop such protocols.

8.3.3 When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

8.4 Municipal Advisor Disclosure and Disclaimer

CONSULTANT is not acting or being retained to act as a "municipal advisor," as that term is defined by Section 15B(e)(4)(A)(i) and (ii) of the Securities and Exchange Act of 1934, as amended, and does not owe a fiduciary duty to OWNER or an "obligated person," as that term is defined by Section 15B(e)(10) of the Securities and Exchange Act of 1934, as amended. CONSULTANT shall not provide advice or recommendations to or on behalf of OWNER or an obligated person regarding municipal financial products or the issuance of municipal securities. CONSULTANT is not recommending an action to OWNER or an obligated person; CONSULTANT is not acting as an advisor to OWNER or an obligated person and does not owe a fiduciary duty pursuant to Section 15B of the Securities and Exchange Act to OWNER or an obligated person with respect to the information and material communicated pursuant to this Agreement or the Project; CONSULTANT is acting for its own interests; and OWNER and any obligated persons should discuss any information and material contained in any communications with any and all internal or external advisors and experts that OWNER or obligated person deems appropriate before acting on any information or material. CONSULTANT will not be providing advice or recommendations that are particularized to the specific needs, objectives, or circumstances of OWNER or an obligated person with respect to municipal financial products or the issuance of municipal securities, including with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues. CONSULTANT will not be asked or expected to provide anything other than general information that does not involve a recommendation regarding municipal financial products or the issuance of municipal securities;

nor will CONSULTANT be asked or expected to provide anything other than information of a factual nature without subjective assumptions, opinions, or views, and information that is not particularized to OWNER.

8.6 Delays and Extensions of Time. If CONSULTANT is delayed, impacted, or frustrated from commencing or progressing the Services at any time by any cause beyond the reasonable control of CONSULTANT, the schedule will be automatically extended, and Compensation will be equitably adjusted to the extent reasonably necessary to compensate CONSULTANT for any increases in the cost of the Services caused by such delay. Examples of causes beyond the control of CONSULTANT include (without limitation): fire, flood, explosion, war, strike, emergency, pandemic, epidemic, terrorism, embargo, government requirement, civil or military authority, act of God, act or neglect of the OWNER, shipping delays, changes ordered in the construction of the Project, labor disputes, actions, or inactions of governmental authorities, encountering hazardous materials, concealed or unknown conditions.

8.7 COVID-19 Exception. CONSULTANT and OWNER agree that they are entering into this Agreement under an unprecedented set of circumstances posed by a global pandemic and outbreak of COVID-19 Coronavirus, as identified by the World Health Organization and American Centers for Disease Control. These circumstances include the public health effects of the virus itself and responses of governments, businesses, and society to the pandemic and outbreak. The extent and impact of COVID-19 is unknown and presents an ongoing and currently indeterminable risk to CONSULTANT's performance under this Agreement. In consideration of the same, CONSULTANT and OWNER agree that to the extent COVID-19 may impact, interfere with, delay, or frustrate CONSULTANT's ability to perform under this Agreement, CONSULTANT's performance is excused under this Agreement and CONSULTANT is entitled to equitable adjustment of the schedule and Compensation, upon reasonable proof by CONSULTANT of the impact, interference, delay, or frustration. This provision supersedes and takes priority over any other provision of this Agreement.

8.8 Exclusivity of Remedies. To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, employees, agents and subconsultants, and of any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to CONSULTANT's Services, the Project or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract by CONSULTANT or CONSULTANT's officers, directors, employees, agents or subconsultants, or any of them, shall be limited to and shall not exceed the total compensation received by CONSULTANT under this Agreement, but in no event shall exceed the amount of available insurance proceeds.

8.9 Successors and Assigns

8.9.1 OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the

extent permitted by Paragraph 8.9.2, the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

8.9.2 Neither OWNER nor CONSULTANT shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law, or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and CONSULTANTs as CONSULTANT may deem appropriate to assist in performance of Services hereunder.

8.9.3 Nothing under this Agreement shall be construed to give any right or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party. OWNER agrees that that the substance of the provisions of this Paragraph 8.9.3 shall appear in the construction Contract Documents.

8.10 Dispute Resolution. If a dispute arises out of or relates to this Agreement or its alleged breach, the OWNER and CONSULTANT shall direct their representatives to endeavor to settle the dispute first through direct discussions. If the dispute cannot be resolved through direct discussions, the OWNER and CONSULTANT shall participate in mediation before recourse to litigation. The OWNER's and CONSULTANT's representatives shall attend all mediation sessions. Engaging in mediation is a condition precedent to litigation. Only after the parties have exhausted direct discussions AND mediation in accordance with the foregoing shall either of them be entitled to initiate litigation. Should either party initiate litigation prior to engaging in direct discussions and good faith mediation, it shall pay all attorneys' fees and expenses and other costs incurred by the other party in responding to said litigation. Any provisions herein to the contrary notwithstanding, OWNER and CONSULTANT hereby agree that any disputes between them will be tied to the Bench and not to a jury, and each of them willfully and voluntarily waives its right to trial by jury for any dispute arising out of this Agreement.

8.11 Disclaimer of Third-Party Benefits. OWNER and CONSULTANT expressly disclaim third-party beneficiaries hereunder and no one not a Party to the Agreement shall be entitled to seek enforcement against OWNER and/or CONSULTANT of any provision herein, or to otherwise seek damages from either Party for the alleged breach of any provision contained herein or purported duty or standard created or conferred hereunder. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a Party to the Agreement to maintain a claim, cause of

action, lien or any other damages or any relief of any kind pursuant to the terms and provisions of this Agreement.

8.12 Waiver of Consequential Damages. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither OWNER nor CONSULTANT, their respective officers, directors, agents, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both OWNER and CONSULTANT shall require similar waivers of consequential damages protecting all the entities and persons named herein in all contracts and subcontracts with others involved in the Project.

8.13 Jurisdiction/Venue. This Agreement shall be governed by the laws of the State of Mississippi and any disputes related to or arising out of this Agreement, or its alleged breach shall be brought in the appropriate courts of the State of Mississippi, exclusive of its choice of law provisions.

8.14 Severability. Any provision or part hereof which is held to be void or unenforceable under Applicable Laws shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT, which hereby agreed that the Agreement shall be reformed to replace such stricken provision or part hereof with a valid and enforceable provision that comes as close as possible to expressing the intent of the stricken provision.

8.15 Total Agreement. This Agreement, (together with the attachments included above) constitutes the entire agreement between OWNER and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

8.16 Designated Representative. With the execution of this Agreement, CONSULTANT and OWNER shall designate specific individuals to act as CONSULTANT's and OWNER's representatives with respect to the services to be performed or furnished by CONSULTANT and responsibilities of OWNER under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Gulfport	CONSULTANT: VOLKERT, INC.
By: (signature)	By: (signature)
Print name:	Print name:
Title:	Title:
Date Signed:	Date Signed:
Federal Employer ID # (Corporation)	
Address for Owner's receipt of notices:	Address for Engineer's receipt of notices:
Designated Representative (Paragraph 8.16):	Designated Representative (Paragraph 8.16):
Name:	Name:
Title:	Title:
Phone Number:	Phone Number:
E-Mail Address:	E-Mail Address:

Attachment A:

SCOPE OF WORK FOR ENGINEERING SERVICES

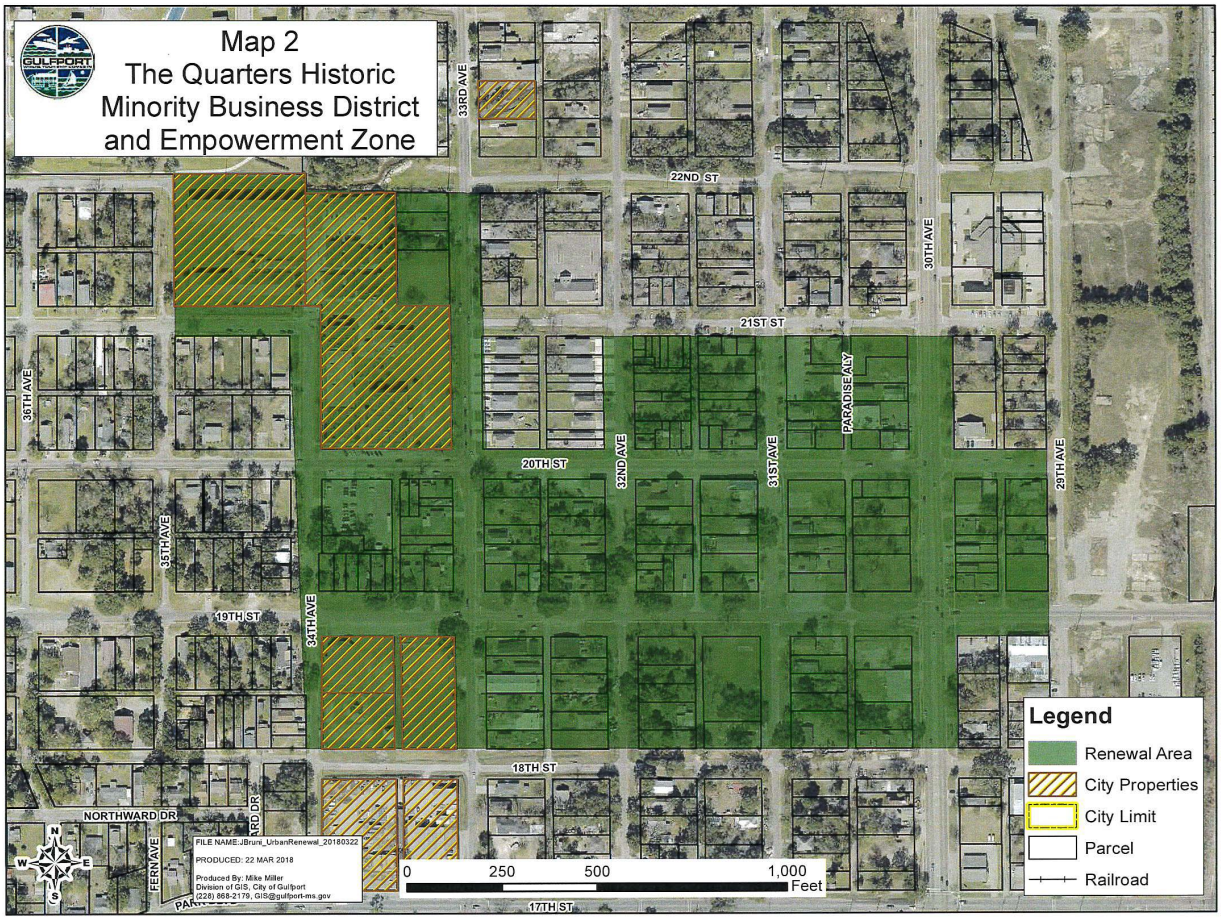
Volkert, Inc.

Proposal for Professional Engineering Services

City of Gulfport – The Quarters Revitalization Project

Project Description/Limits

This project is part of the City of Gulfport Mississippi's (hereinafter referred to as the City), "The Quarters Revitalization Project." This project is for the revitalization of the section of the City of Gulfport shown below:



This project consists of streetscape improvements including removal/installation of sidewalks, removal/installation of curb and gutter, street paving, facility improvements for public transit, street lighting, landscaping, signage, and other streetscape ideas.

The Quarters Community Master Plan Scope of Work:

Project Purpose

The purpose of this project is to develop a Community Master Plan (Master Plan) for the three-block by three-block area of the City of Gulfport (City) known as The Quarters. The Master Plan, in collaboration with the City and the Coast Transit Authority (CTA), will make recommendations for multi-modal transportation improvements and future land uses that will support a vibrant, artistic entertainment district. The Master Plan will do the following:

- Develop an inventory, current use, and condition of land uses within the study area.
- Evaluate conditions of existing streets, sidewalks, bicycle facilities, and public transit service — and document neighborhood connectivity.
- Provide concepts for a new entertainment district.
- Develop a community enhancement plan that will include proposed land-uses and streetscape improvements within the study area.
- Evaluate public transit's role for supporting the Master Plan.
- Identify facility improvements for public transit and how public transit can improve service to The Quarters.

The project will be divided into the following tasks:

- TASK 1: PROJECT MANAGEMENT
- TASK 2: EXISTING CONDITIONS
- TASK 3: LAND USE AND STREETSCAPES CONCEPTS
- TASK 4: IMPLEMENTATION/BUSINESS PLAN
- TASK 5: PLAN DOCUMENTATION
- TASK 6: SUBMIT FINISHED PLANS & PROPOSAL READY FOR BID
- TASK 7: ENVIRONMENTAL COORDINATION (SEE ATTACHMENT B)

Tasks and Deliverables

TASK 1 – PROJECT MANAGEMENT

Project initiation will include a team kick-off meeting to review and finalize project objectives, roles, communication protocols, the scope and milestone-level schedule, quality assurance procedures, and other elements needed to complete the project. The kick-off meeting will be conducted in-person and via video conference for anyone who is unable to attend in-person. Following the kick-off meeting, Volkert will prepare a detailed project schedule, coordinated with the City of Gulfport and any other City projects that are ongoing in the vicinity of the project area. This scope assumes the planning process will be completed by October 31, 2023. The Project Management Team (PMT) will meet bi-weekly, focusing on major project issues and progress. Volkert will prepare project status reports (with each invoice) and provide overall project management.

Deliverables will include the following:

a. Project kick-off meeting

b. Project schedule creation and updates

c. Bi-weekly 1-hour PMT meetings with City staff

d. Project status reports prepared monthly, with invoices.

TASK 2 – EXISTING CONDITIONS

Task 2 will collect and analyze existing conditions in The Quarters and the City that will be a baseline used throughout the project. Maps will be prepared by Volkert, with data provided by the City. Maps and data will be finalized in consultation with the City. The existing conditions maps, and analysis will be formatted into PowerPoint slides and an Existing Conditions Technical Memorandum. The Memorandum will include the following data (if available):

- Existing physical conditions (e.g., topography, natural features, structures, trees/vegetation, roads, walkways, stormwater collection and conveyance, utility corridors, etc.)

- Existing parks and open spaces
- Existing land-uses (including policies and codes), structures, and condition of structures.
- Existing right-of-way
- Inventory of historic structures
- Inventory of vacant property
- Inventory of on street and off-street parking
- Inventory of existing public transit service and facilities that serves The Quarters

The City will provide the following applicable plans and programs that will be used in the Memorandum:

- Applicable Comprehensive Plan/building code designations and policies, including specific requirements and guidance to the Master Plan
- Planned infrastructure improvements, including water and sewer.
- Planned transportation improvements (all modes)

As part of Task 2, the PMT will conduct fieldwork within The Quarters study area and review existing conditions. A work session with City staff (and other agencies or stakeholders as appropriate) will be held to discuss existing and planned conditions.

Deliverables will include the following:

1. Field review and existing conditions work sessions.
2. Existing conditions maps, diagrams, and compilation report, with photography from field work
3. The following maps:
    1. Study area boundaries
    2. Existing land uses

3. Future land uses
4. Vacant property
5. Existing parks and open spaces
6. Existing road facilities
7. Existing bicycle and pedestrian facilities, including crosswalks.
8. Existing public transit service and facilities

4. Existing conditions technical memorandum

TASK 3 – LAND USE AND STREETSCAPES CONCEPTS

Volkert and a team of SUBCONSULTANTS, which includes Gresham Smith and an arts consultant, will develop concepts for the look and feel of the entertainment district. Using the existing conditions assessment, Volkert will develop recommendations for land use designations and transportation improvements that will support a vibrant entertainment district and streetscape concepts. The concepts will show what the entertainment district could look like. Recommendations for new land use designations and policies will be made for parts of the study area where the City's existing and future land use designations do not support the concept of an entertainment district. The recommendations will include policies, such as complete streets and micro-mobility, that support a safe, walkable district.

The Master Plan will include conceptual visualizations on the size and look of the proposed entertainment district, which could include restaurants, outdoor cafés, a music venue, public space for festivals, and bicycle and pedestrian facilities. Concept visualizations showing ideas for the study area land use development and streetscape improvements will be created.

Deliverables include the following:

a. Land use concept maps and descriptions
b. Multi-modal transportation concept maps and descriptions (e.g., pedestrian, bike, and transit facilities)

c. Open space and natural resource concepts maps and descriptions.
d. Area-specific public amenities maps and descriptions.
e. Transportation Projects and Map(s)
f. Concept visualizations

TASK 4: IMPLEMENTATION PLAN

Volkert in collaboration with the City will develop next steps for implementation ideas and projects for developing an entertainment district for a high-level business plan. Examples could include reuse of existing structures, infill redevelopment areas, streetscape improvements, early infrastructure funding concepts, funding opportunities including grants, and next steps. How does the City implement the vision? Volkert will develop ideas, steps, and tools for how the City will solicit private developers to develop The Quarters. Volkert will make recommendations for public transit service and facility improvements provided by CTA that support the project as well as potential funding sources for implementing future service.

As part of Task 4, will conduct case study research, identifying up to three examples of cities where entertainment districts have been implemented.
Volkert will identify funding sources and phases for adopting relevant policies, implementing the streetscape improvements, and building new entertainment district.
Deliverables including the following:

1. A technical memorandum summarizing implementation ideas and next steps.

TASK 5 – PLAN DOCUMENTATION

Volkert will prepare a Master Plan report. This report is intended as a non-technical plan summary for use by a broad audience, from the public, stakeholders, CTA, and to the City Council. Narratives will be concise, and graphics will be emphasized. A physical report and online version will be prepared. Volkert will compile a Technical Appendix for the summary report, which will include all the information developed during the land-use analysis, community engagement, and area plan concepts.

TASK 6 – SUBMIT FINISHED PLANS & PROPOSAL READY FOR BID

Volkert will prepare a Finished set of Plans and a Proposal that is ready to advertise and bid. A physical set of this and multi-page online PDF version will be prepared.

TASK 7 – ENVIRONMENTAL COORDINATION

See Attachment B.

The Coast Transit Authority (CTA) will provide $125,000 to assist in the funding of this project.

Exclusions from the Scope of Services

The services described above are the identified **BASIC SERVICES** for this assignment. Any items that may arise during the course of the project that are not specifically included within the description of the Basic Services as described above, the City may wish to add to the scope of services but shall be deemed as SUPPLEMENTAL SERVICES. Volkert, Inc. may undertake such additional services as assigned by the City upon written direction from the City. If supplemental services are requested by the City, Volkert, Inc. will provide the City with a separate proposal for the supplemental work.

Attachment B:

Scope of Work

For

Environmental Coordination

City of Gulfport
The Quarters Revitalization Project

Harrison County, Mississippi

Volkert, Inc.

June 27, 2023

The City of Gulfport (CITY) has requested Volkert, Inc. (CONSULTANT) to prepare a Categorical Exclusion (CE), pursuant to the National Environmental Policy Act (NEPA) and a U.S. Army Corps of Engineers Permit, for the Quarters Revitalization Project (PROJECT) in Gulfport, Mississippi. The PROJECT will utilize Community Development Block Grant (CDBG) funding and consists of streetscape improvements including removal/installation of sidewalks, removal/installation of curb and gutter, street paving, street lighting, landscaping, signage, and other streetscape ideas. The CONSULTANT'S scope of services includes, but is not limited to surveying, development of construction plans/specifications, environmental related services, and services necessary to prepare the project for the bidding process.

The CONSULTANT will perform environmental studies, prepare required environmental documents, and endeavor to secure location approval for the PROJECT. An environmental document (CE) will be prepared in accordance with the following:

- U.S. Department of Housing and Urban Development (HUD) Environmental Regulations – 23 CFR Parts 50, 51, 55, and 58,
- National Environmental Policy Act (NEPA) of 1969, as amended, and
- Council on Environmental Quality, Regulations for Implementing the Procedural Provisions of the NEPA.

All work performed by the CONSULTANT under this AGREEMENT will be subject to the Review, Approval and Acceptance of the CITY and HUD. The Scope of Work is described in detail below and the numerical designations correlate to the accompanying spreadsheet. The CE will be prepared using HUD's Environmental Review Online System (HEROS).

HUD NEPA (CATEGORICAL EXCLUSION)

Task A: Preliminary Investigation and Develop Purpose and Need

A-1 Obtain & Study CITY Supplied Maps and Design Files.

The CONSULTANT will obtain maps and available design files from the CITY for the proposed PROJECT.

A-2 Existing Conditions and Trends (Study Existing Reports and Plans, Prepare Base Maps, Identify Features & Environmental Sensitive Areas).

At the onset of the PROJECT, the CONSULTANT will collect secondary source data that is readily available from various sources including federal and state agency databases. Information will also be gathered from prior studies conducted at the site and from the community and stakeholders during public involvement. A field reconnaissance visit will be conducted to verify the collected data. The secondary source data shall include, but not be limited to information pertaining to the following:

- Land Use (existing and planned),
- Natural Resources (wetlands, streams, threatened and endangered species),
- Cultural Resources (historic structures, archaeological sites),
- Soils,
- Community Features (churches, cemeteries, schools),
- Socio-Economic (census data, demographics, economics), and
- Potential hazardous materials sites.

The collected data will be used to create maps using GIS to identify the existing conditions and trends in accordance with 24 CFR 58.40(a) and to identify any potential impacts associated with the proposed PROJECT. Coordination meetings will also be held with the HUD, CITY and Design Team throughout the duration of the PROJECT to obtain information and update the potential impacts relative to any design changes.

A-3 Consult with Various Agencies, Ascertain Their Requirements.

The CONSULTANT will conduct early coordination with various Federal, State and Local agencies for the PROJECT. The CONSULTANT will also consult via letters, phone conversations, meetings and e-mail with various agencies and organizations to ascertain

requirements they may have that would affect the PROJECT. Initial coordination meetings may also be conducted with the US Army Corps of Engineers (USACE), US Fish and Wildlife Service (UFWS), Mississippi Department of Archives and History (MDAH), the City of Gulfport and others. If necessary, the CONSULTANT will also meet with area stakeholders. All coordination will be documented.

A-4 Develop and Finalize Purpose and Need and Present to CITY/HUD.

The CONSULTANT will prepare an Introduction to the PROJECT that includes the history of the PROJECT. The CONSULTANT will also prepare the Purpose and Need for the PROJECT consistent with 40 CFR 1508.9(b) and will meet with the CITY and HUD, if necessary, to discuss.

Task B – Description of Proposed Action and Alternatives

It is anticipated that one (1) Build Alternative will be evaluated through the NEPA process. The CITY and the Design Team will develop the design for all components of the proposed PROJECT. The description of the proposed PROJECT will be developed in accordance with 24 CFR 50.12, 58.32 and 40 CFR 1508.25.

B-1 Alternatives Considered.

If any other alternatives were considered, the CONSULTANT will describe the location requirements, screening evaluation of additional alternatives considered but eliminated from further consideration.

B-2 Alternatives Carried Forward for Detailed Consideration.

The CONSULTANT will describe the No Action or No Build Alternative and Build Alternative.

Task C – Affected Environment, Environmental Consequences, Public Involvement and NEPA Document Preparation (CE)

C-1 Conduct Environmental Studies, Evaluate Compliance, Environmental Assessment Factors and Impact Codes, Input into HEROS.

The CONSULTANT will conduct social, economic, and environmental studies for the No Build and one (1) Build Alternative sufficient to comply with Statutes, Executive Orders, and Regulations listed at 24 CFR Part 50.4, 58.5, and 58.6. These studies will be conducted on the

feasible and reasonable alternative carried forward through the environmental documentation process (NEPA).

The CONSULTANT will evaluate if formal compliance steps or mitigation measures required to construct the PROJECT in accordance with Statutes, Executive Orders, and Regulations listed at 24 CFR Part 58.5 and 58.6. The compliance determinations will be included in the NEPA document. The NEPA document will include source documentation for each regulatory authority. Where applicable, the CONSULTANT will complete the necessary reviews or consultations and will describe the applicable permits and approvals. The CE document will clearly note citations, dates/names/titles of contacts, and page references. Additional information will be attached as appropriate. Compliance or conformity determinations will be made in the CE for the following:

- Airport Hazards (24 CFR Part 51 Subpart D).
- Flood Insurance, Floodplain and Floodway Impact Analyses (Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a] and Executive Order 11988, particularly section 2(a); 24 CFR Part 55). In accordance with the National Flood Insurance Act and Executive Order 11988 – Floodplain Management, floodplains and floodways in the study area will be identified as part of the environmental screening, through the review of the FIRMS. The CONSULTANT will confirm if the PROJECT encroaches into a base (100-year) floodplain and/or regulatory floodway. If the Build Alternative encroaches on a floodplain or floodway, the CONSULTANT will evaluate and discuss practicable alternatives with the CITY and Design Team. If a detailed floodplain study (also referred to as a location hydraulic study) is required in conformance with 23 CFR 650, Subpart A, the study will be prepared by others.
- Clean Air (General Conformity, Climate Change and Greenhouse Gases (GHG)). The CONSULTANT will evaluate the project's conformity with air quality goals in accordance with the Clean Air Act section 176(c) and (d) and 40 CFR Parts 6, 51, and 93. The CONSULTANT will also evaluate the projects impact on GHG and climate change in accordance with Executive Order 13990: Protecting Public Health and the Environment and Restoring Science to Tackle the Climate Crisis (2021).
- Coastal Zone Management. The CONSULTANT will evaluate the PROJECT relative to sections 307(c) & (d) of the Coastal Zone Management Act. The consistency with the state coastal zone management program will also be determined.
- Contamination and Toxic Substances (24 CFR Part 50.3(i) & 58.5(i)(2)). The CONSULTANT will prepare a Phase I investigation for the PROJECT. The CONSULTANT will coordinate with state and federal agencies regarding the results. The CONSULTANT will summarize the Phase I findings in the NEPA document.
- Endangered Species (Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402). The CONSULTANT will coordinate with the USFWS regarding endangered

or threatened species that may exist within the project area. The CONSULTANT shall perform studies of endangered and threatened species in accordance with Section 7 of the Endangered Species Act to the point where a "no effect" or a "may effect" determination can be made for the one (1) Build Alternative carried forward in the environmental document. In the event of a "may effect" determination, additional studies may be required for Formal Consultation with the USFWS. If additional studies are required (species specific Biological Assessments), the CITY may enter into a SUPPLEMENTAL AGREEMENT with the CONSULTANT. Reports and data justifying the need for additional studies will be supplied to the CITY along with a proposal for the work under the SUPPLEMENTAL AGREEMENT.

- Explosive and Flammable Hazards (24 CFR Part 51 Subpart C). The CONSULTANT will prepare a Phase I investigation for the PROJECT. The CONSULTANT will coordinate with state and federal agencies regarding the results. The CONSULTANT will summarize the Phase I findings in the NEPA document. If additional studies are required (additional research, testing, or risk assessment evaluations), the CITY may enter into a SUPPLEMENTAL AGREEMENT with the CONSULTANT. Reports and data justifying the need for additional studies will be supplied to the CITY along with a proposal for the work under the SUPPLEMENTAL AGREEMENT.
- Farmland Protection. In accordance with the Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541, and 7 CFR Part 658, the CONSULTANT will evaluate the proposed PROJECTS potential impact to farmland.
- Historic Preservation (National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800). Archeological and architectural surveys will follow SHPO guidelines and involve pedestrian coverage and shovel testing at 30 meters (100 foot) intervals for the (1) Build Alternative. The archaeological phase of the cultural resources survey will identify sites that will be affected by the Build Alternative carried forward in the environmental document. The Cultural Resources Report will include a recommendation as to whether archeological or architectural resources are eligible for the National Register of Historic Places. If there are sites recommended for eligibility that cannot be avoided, a SUPPLEMENTAL AGREEMENT may be implemented to determine if the sites are important for what can be learned by data recovery or if the sites warrant preservation in-place. Recommendations for further work, including archaeological data recovery, HABS documentation, HAER documentation, marine archaeology, or other mitigation strategies will be presented. The Assessment of Effects (AOE) evaluation will focus on potential effects or impacts (physical, visual, sound) to eligible properties. A summary of the Cultural Resources Report will be incorporated into the environmental document. Survey reports (architectural and archaeological) will be submitted to the CITY. The CITY will submit the reports to HUD and SHPO/Tribal Historic Preservation Officer (THPO). The CONSULTANT will address any report comments from HUD and SHPO/THPO.

- Noise Abatement and Control (Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B). The CONSULTANT will evaluate the PROJECTS' potential to contribute to excessive noise in their communities and places of residence. If necessary, the analysis will evaluate highway noise for the No Build and Build Alternative in accordance with 23 CFR 772 and the Mississippi Department of Transportation's Highway Traffic Noise Policy. If required, a Noise and Vibration Report will be prepared for the PROJECT and the results will be summarized in the NEPA document.
- Sole Source Aquifers (Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149). The CONSULTANT will research the watershed, groundwater, and aquafers in the project area. Information regarding wells or sole source aquifers will be discussed in the NEPA document. The NEPA document will also include a discussion regarding the projects' potential to impact surface and ground waters.
- Wetlands Protection (Executive Order 11990, particularly sections 2 and 5). The CONSULTANT will field screen the potential wetland acreage within the study area. Descriptions of the habitats in the project area and the potential impacts the project may have on these habitats will also be included in the NEPA document. The CONSULTANT will calculate the approximate wetland and stream acreage impacts of the Build Alternative carried forward through the environmental process.
- Wild and Scenic Rivers (Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)). The CONSULTANT will identify any rivers designated as Wild and Scenic in the study area.
- Environmental Justice (Executive Order 12898). The CONSULTANT will conduct an Environmental Justice (EJ) Assessment for the Build Alternative carried forward in the environmental document. The EJ Assessment will be conducted in accordance with Executive Order (EO) 12898. Socio-economic and demographic data will be collected from available database resources including the US Census Bureau and the CITY. It is anticipated that no right of way or relocations will be required for the project. It is also anticipated that no disproportionate adverse impacts to EJ communities will occur as a result of the project.

The CONSULTANT will evaluate the significance of the effects of the proposal on the character, features, and resources of the project area. Source documentation will be provided and described in support of each determination, as appropriate. Credible, traceable, and supportive source documentation for each authority will also be provided. Where applicable, the necessary reviews or consultations will be completed and applicable permits of approvals within the scope of this contract will be obtained or noted. Citations, dates/names/titles of contacts, and page references will be clearly identified. Additional documentation will also be attached, as appropriate. All conditions, attenuation or mitigation measures will also be clearly identified.

HEROS will be used to prepare the CE. HEROS is a web-based system for Responsible Entities to prepare and manage their Environmental Review Records (ERR). HEROS applies to all environmental reviews for HUD-assisted projects.

The CONSULTANT will also include discussions and the findings in the CE from any additional studies performed, dates of field inspections and will include a list of sources, agencies and persons consulted and a list of permits obtained.

C-2 Public Involvement Meeting – None Anticipated.

A public involvement meeting is not anticipated. A public involvement meeting has been held for the PROJECT. The CONSULTNANT will prepare a Notice of Intent (NOI) for the project. The NOI will be published, and a Request for Release of Funds will be prepared for the PROJECT.

C-3 Community Outreach Meetings – None Anticipated.

Community outreach meetings are not anticipated.

C-4 Review Feasible Alternatives and Prepare CE.

The CONSULTANT will prepare an initial Draft CE using HEROS. The CONSULTANT will prepare the CE consistent with the requirements of the requirements of HUD and Council on Environmental Quality (CEQ) as guides. The CONSULTANT will incorporate the results of the Purpose and Need statement, the alternatives considered and information and results of the technical studies into HEROS. Where appropriate, proposed and/or potential mitigation measures will be discussed. As a part of the environmental documentation, tables and figures will be developed to illustrate and explain the study area characteristics, one (1) reasonable Build Alternative, and location of impacts. Text will be written in a user-friendly manner and will include graphics and comparison tables as attachments if necessary and where applicable. The CONSULTANT will produce the initial draft of the CE and perform an internal quality review prior to submission of the draft to the CITY and HUD.

- Revise Draft CE in response to CITY Re-submit. The CONSULTANT will address any comments the CITY may have on the initial draft CE and will re-submit. The initial draft CE will then be submitted to HUD using HEROS for the initial review.
- Revise CE in Response to HUD Comments. Following the receipt of comments from the HUD on the initial draft of the CE, the CONSULTANT will revise the draft CE and re-submit the new version for review by the CITY and HUD. Comment disposition documents will accompany each revised submittal.

- Attend one (1) meeting with CITY and HUD to Discuss Comments. The CONSULTANT will participate in one (1) meeting with the CITY and HUD to review their comments on the draft CE.

If it is determined that an Environmental Assessment (EA) or Environmental Impact Statement (EIS) or a Section 4(f) is required, a SUPPLEMENTAL AGREEMENT between the CONSULTANT and CITY will be negotiated and entered into in order to provide such additional work.

Permitting.

The CONSULTANT will prepare a USACE, MSDMR joint permit application for the project. It is anticipated that the project will be permitted under a USACE Nationwide Permit and a Mississippi Department of Marine Resources Coastal Management Permit. The CITY will pay any permit application fees for the PROJECT. If an Individual Permit is required, a SUPPLEMENTAL AGREEMENT would be required.

Cultural Resources

Task 1. Background/Archival Research

The consultant will conduct a records search at the Mississippi Department of Archives and History (MDAH) to obtain information on previously recorded structures, as well as National Register Properties. In addition, the consultant will conduct cartographic regression analysis with historic maps and aerial imagery of the project area, to determine the potential for historic properties and archaeological resources.

Task 2. Fieldwork (Based on recording 110 structures)

The consultant will conduct an architectural survey within the project Area of Potential Effect (APE) to be determined by the lead agency. Mississippi Historic Resource Inventory (MHRI) forms will be completed for any structures that meet the National Register of Historic Places (NRHP) 50-year age requirement. In addition, any structures that will meet the 50-year requirement within five years of the notice to proceed will also be recorded (assumed to be structures built in 1978 and prior). A five-year buffer is necessary to allow for changes to the project before construction begins. It is anticipated that approximately 110 structures will be examined. In addition, the information for any previously recorded structures located within the APE will be updated.

Task 3. Processing and Analysis (Processing forms and evaluation)

All structures located within the APE will be evaluated against NRHP criteria to the extent possible with survey level data. Effects on properties currently listed on or eligible for the NRHP will be assessed. If Section 106 Adverse Effect Documentation and/or a Memorandum of Agreement is required, it will be completed under a separate agreement. In addition to MHRI forms being completed, maps showing the location of each recorded structure will be compiled. Draft MHRI forms will be submitted electronically and final MHRI forms will be printed on letter-sized archival cardstock for submittal to MDAH.

Task 4. Report Preparation

The consultant will prepare a report that meets the MDAH standards for a Phase I architectural survey. This report will present the findings and recommendations from all the research and survey. The report will also discuss the archaeological probability of the entire proposed project area. As the Quarters Revitalization Project will mostly consist of streetscape improvements within existing rights-of-way, an archaeological survey will not be conducted at this time. Once ground-disturbing activities are planned, then recommendations for archaeological survey and/or monitoring will be made based on the results of the research. Any archaeological fieldwork will be conducted under a separate agreement.

Attachment C:

TERMS OF PAYMENT

A. Partial payments for all services performed by the CONSULTANT under the terms of the Agreement shall be made no more often than monthly to the CONSULTANT by the OWNER upon receipt of invoices and other evidence of performance as may be deemed necessary by the OWNER. Payments shall be due and payable within thirty (30) days of the date of invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one and one-half (1 ½%) per month and OWNER shall reimburse CONSULTANT for any expenses, including legal costs, incurred in collection of outstanding amounts due from OWNER.

B. The OWNER will pay the CONSULTANT for special services performed by Subconsultants at the actual invoice amount times a factor of 1.10 for assisting and coordinating the Subconsultant's services.

C. Reimbursable expenses are defined as follows:

Travel and subsistence cost, printing and reproduction, computer services, advertising costs, mail distribution costs, permit fees, application fees or deposits, and all other costs incidental to performing the assignment.

D. The OWNER as purchaser of the services described herein shall pay any applicable sales tax in the manner and in the amount as required by law.

E. The total fee for professional services shall not exceed __$ 898,541.40_____ unless authorized by OWNER.

F. Payment shall be made payable to Volkert, Inc. and submitted to the following address: Dept. #2042, Volkert, Inc., P.O. Box 11407, Birmingham, AL 35246

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 OF THE GULFPORT CITY COUNCIL AGREEMENT FOR ENGINEERING SERVICES WITH NEEL-SCHAFFER, INC., IN CONNECTION WITH THE GULFPORT COMMERCE CORRIDOR PROJECT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to contract with Neel-Schaffer, Inc., to provide certain engineering services in connection with the Gulfport Commerce Corridor Project, a project intended to involve approximately 5800 feet of roadway and infrastructure improvements for the widening and extension of 16th Street from Canal Road to an unnamed street east of the Gulfport Sportsplex to create a four-lane boulevard with a connection to JFM Parkway; and

WHEREAS, as more fully set forth in Exhibit "A" hereto, the scope of services proposed to be performed by Neel-Schaffer, Inc., includes, but is not limited to, determination of required right of way limits, all necessary field surveying, geotechnical evaluation, preliminary engineering and construction documents and environmental and permitting ; and

WHEREAS, because time is of the essence in this matter and for other reasons, any applicable city requirement that the services herein be procured via a request for proposals should be waived; and

WHEREAS, a proposed Agreement for Engineering Services (including attachments thereto) between the City of Gulfport and Neel-Schaffer is attached hereto as Exhibit "A" for review and consideration and approval thereof is believed to be in the best interest of the City of Gulfport.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things set forth and recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the City Council hereby waives any city requirement that the professional services that are the subject of this resolution be procured via request for proposals is hereby waived and the Agreement for Engineering Services between the City of Gulfport and Neel-Schaffer in connection with the Gulfport Commerce Corridor Project, as attached hereto as Exhibit "A", be and the same is hereby approved in substantially the form attached hereto (Exhibit "A").

SECTION 3. That the Mayor be and he is hereby authorized to execute and deliver the Agreement for Engineering Services between the City of Gulfport and Neel-Schaffer, Inc., on behalf of the City of Gulfport.

SECTION 4. That this Resolution shall be spread upon the minutes of the Governing Authority and shall be in effect as provided by law.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilman _____, seconded by Councilman _____, and was adopted by the following roll call vote:

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 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

Memorandum – City of Gulfport
PUBLIC WORKS AND ENGINEERING

To: Mayor Billy Hewes and Members of the City Council

CC: Leonard Papania, CAO
Jeff Bruni, Esq, City Attorney
Tyler Gentry, Assistant Director of Public Works – Operations
Jeremy Harrison, Assistant to the City Engineer
Todd Harman, CPA, Director of Finance and Accounting
Jessica Versiga, Purchasing

From: Wayne E. Miller, P.E., Director of Public Works and Engineering

WEM

Date: 06/26/2023

Re: **Recommendation to Approve Contract for Engineering Services**
- **Gulfport Commerce Corridor Project**
- **Neel-Schaffer, Inc.**

Attached for your consideration is an engineering services contract with Neel-Schaffer, Inc. for the referenced project. The scope of services includes, but is not limited to, determination of required right of way limits, all necessary field surveying, geotechnical evaluation, preliminary engineering and construction documents and environmental and permitting.

This project consists of approximately 5800 feet of roadway and infrastructure improvements for the widening and extension of 16th Street from Canal Road to an unnamed street east of the Gulfport Sportsplex to create a four-lane boulevard with a connection to JFM Parkway. The 100' right-of-way roadway section will consist of four (4) lanes that include sidewalks, bike paths, raised median, and streetlights.

The project is completely funded by the Gulf Coast Restoration Fund.

I recommend approval of this item.

AGREEMENT FOR ENGINEERING SERVICES
FOR
GULFPORT COMMERCE CORRIDOR
BY AND BETWEEN THE
CITY OF GULFPORT, MS
AND
NEEL-SCHAFFER, INC.

This AGREEMENT made this _____day of _____ 2023, by and between the City of Gulfport, MS, hereafter called "OWNER", and Neel-Schaffer, Inc., hereafter called the "ENGINEER".

I. DESCRIPTION OF SERVICES:

OWNER intends to engage the ENGINEER to provide professional engineering services for the Gulfport Commerce Corridor project. A description of the project is described in Exhibit A – Project Description and the project location is illustrated in Exhibit A-1 Project Location Map.

Survey and Preliminary Design Services: Survey and Preliminary Design services will be provided as detailed in Exhibit B – Survey and Preliminary Design Services. All roadways will be designed in accordance with appropriate standards. Design will be sufficient to produce plans with construction limits and preliminary Right of Way.

Environmental Services: Environmental services will be provided as detailed in Exhibit C – Environmental Services.

II. PAYMENT FOR SERVICES

Compensation for professional services shall be in accordance with Exhibit D – Payments to the Engineer.

III. TERMS AND ACCEPTANCE

This AGREEMENT shall remain in effect until completion of environmental services. This AGREEMENT, along with the below listed exhibits represents the complete AGREEMENT between OWNER and ENGINEER and may only be amended, supplemented, modified or canceled by a duly executed written instrument.

Exhibit A – Project Description

Exhibit A-1 – Project Location Map

Exhibit B – Survey and Preliminary Design Services

Exhibit C – Environmental Services

Exhibit D – Payments to the Engineer

Exhibit F – General Terms and Conditions

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year firstabove written.

CITY OF GULFPORT	**NEEL-SCHAFFER, INC.**
BY: _____	**BY:** Stan A. Tuatt, P.E.
TITLE: _____	**TITLE:** Sr. Vice President
DATE: _____	**DATE:** June 28, 2023

EXHIBIT A

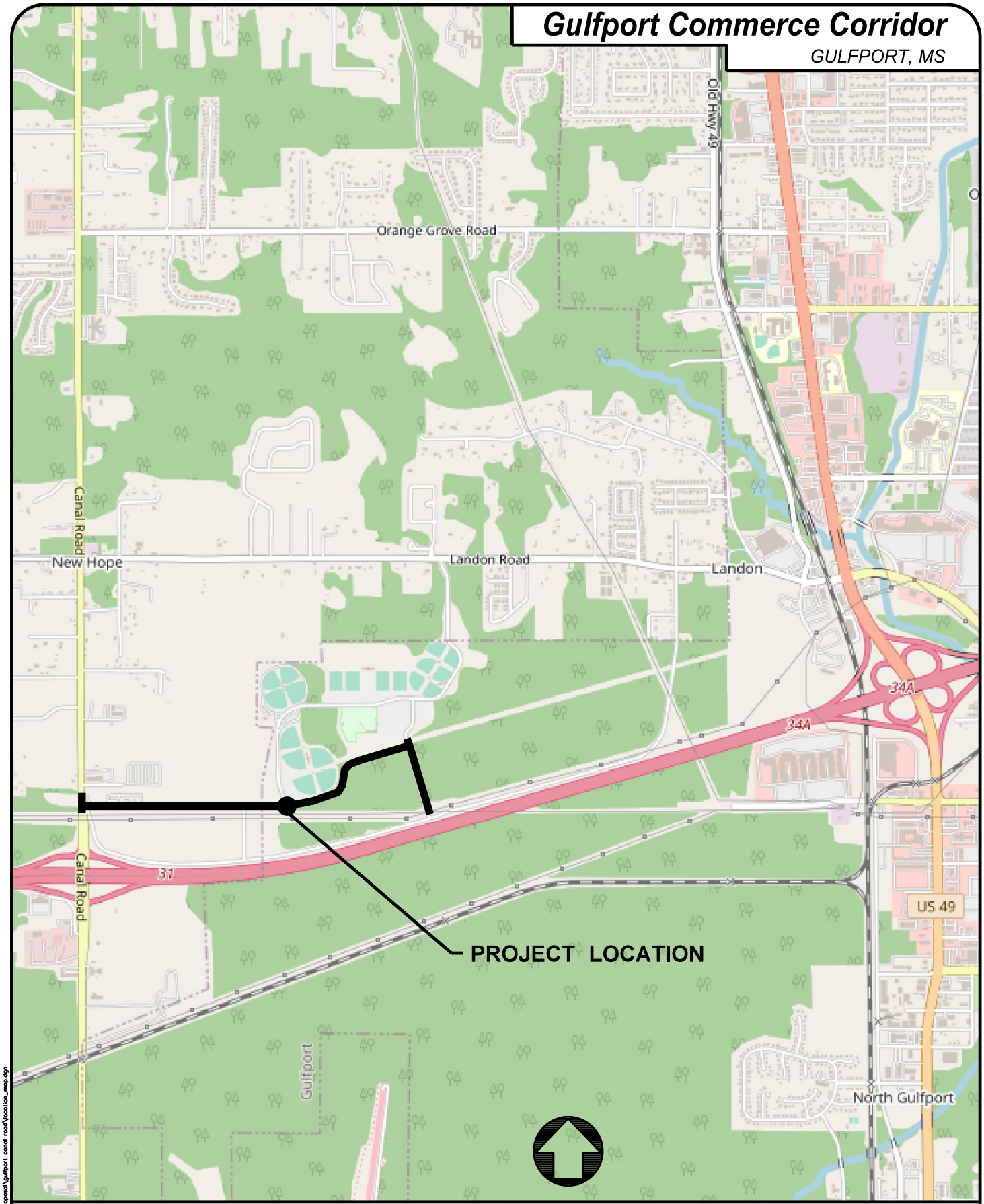
PROJECT DESCRIPTION

Gulfport Commerce Corridor Project

This project consists of approximately 5800’ of roadway and infrastructure improvements for the widening and extension of 16th Street from Canal Road to an unnamed street east of the Gulfport Sportsplex to create a four-lane boulevard with a connection to JFM Parkway. The general location is depicted in Exhibit A-1.

Gulfport Commerce Corridor

GULFPORT, MS



NEEL-SCHAFFER
Solutions you can build upon

Gulfport
MISSISSIPPI

DATE: 6/21/2023

FIGURE: 1

g:\proposal\gulfport canal road\Vacation_map.dgn

EXHIBIT B

SURVEY AND PRELIMINARY DESIGN PHASE SERVICES

1 SURVEY AND PRELIMINARY DESIGN PHASE

After execution of the Agreement, the Preliminary Design Phase will be initiated, and the **ENGINEER** shall:

1.1 Consult with the **OWNER** to clarify and define the **OWNER's** requirements for the Project.

1.2 Assemble and review available data which may be pertinent to the Project.

1.3 Make surveys needed for design of the Project, including a topographic of the proposed corridor as shown on the attached exhibit. The topographic survey will include all above ground improvements and visible underground utilities within 150' of either side of the proposed centerline. The ground data throughout the wooded areas of the proposed roadway will be acquired using a combination of conventional survey equipment and the Microdrones MD 1000LR Lidar drone. The survey will also establish the existing property lines adjacent to the proposed right-of-way.

1.4 Identify and analyze requirements of governmental authorities having jurisdiction to approve the Project with whom consultation is to be undertaken in connection with the Project.

1.5 Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.

1.6 Develop construction limits and preliminary right of way limits for use in environmental permitting.

1.7 Locate telephone, electric power, gas, water, sewer and other utilities which will affect the Project from information provided by the **OWNER** and utility companies and from the **ENGINEER's** surveys. In that these utility locations are based, at least in part, on information from others, the **ENGINEER** cannot and does not warrant their completeness or accuracy.

1.8 Based on the information contained in the preliminary design documents, prepare an opinion of probable construction costs.

1.9 Furnish one copy of above preliminary design documents to **OWNER** for review

1.10 The **ENGINEER's** services under the Preliminary Design Phase will be considered complete no later than 30 days after the date when preliminary design documents are delivered to the **OWNER** plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the preliminary design documents, if such approval is to be obtained during the Preliminary Design Phase.

EXHIBIT C

ENVIRONMENTAL PHASE SERVICES

1 ENVIRONMENTAL PHASE

After completion of the Survey and Preliminary Design Phase the Environmental Phase will be initiated, and the **ENGINEER** shall:

1.1 Cultural Resource Study

The **ENGINEER** will perform Cultural Resources surveys and will prepare reports, draft/preliminary and final, in accordance with Mississippi Department of Archives and History (MDAH) cultural resources guidelines and in accordance with all Federal codes and regulations related to cultural resources management that are in effect at the time of the CONTRACT.

1.2 Wetlands/Waters Delineation and Reporting Requirements

The **ENGINEER** will identify all wetlands and streams falling partially or wholly within the project boundaries or which may be affected by the project. Wetlands will be identified using the routine method set forth in the United States Army Corps of Engineers (USAGE) 1987 manual. The 2008 Interim Regional Supplemental Guidance to the Corps of Engineers 1987 Wetland Delineation Manual and corresponding Supplemental Wetland Delineation Forms will be used.

1.3 Threatened and Endangered Species

The **ENGINEER** will prepare and submit an initial consultation letter the United States Fish and Wildlife Service (USFWS) requesting information regarding know presence of Threatened or Endangered Species (TES) within the project area or within the immediate vicinity of the project area. Perform a habitat assessment of the project area specifically targeting Threatened or Endangered Species known to occur within project area. Prepare USFWS coordination letter documenting the site location, site topography and land cover classifications, presence or absence of species or habitat and request concurrence from the USFWS.

1.4 Permitting

The **ENGINEER** will prepare and submit the MDMR/USACE permit application and develop the necessary attachments for the proposed project. Conduct and attend one on-site review with the USACE. If extensive comments are received after the Public Notice/Pre-Construction Notification (PCN) additional fees may be requested. There is no guarantee assumed or implied that the regulatory agencies involved will approve the requested fill. Wetland permit fees and mitigation costs are not included in this scope of work or fee estimate and will be the responsibility of the **OWNER** when these items are determined through future coordination with the regulatory agency.

EXHIBIT D

PAYMENTS TO ENGINEER

BASIC SERVICES:
Owner will pay **ENGINEER** monthly for Basic Services in the following amounts:

1. **SURVEY AND PRELIMINARY ENGINEERING SERVICES**: The Design Phase of this project will consist of developing plans and specifications for the roadway and traffic signal improvements as shown in Exhibit A. Payment for these services shall be a lump sum fee of:

1.1.	Survey	$40,000
1.2.	Preliminary Design	$130,000

2. **ENVIRONMENTAL PHASE SERVICES**: The Environmental Phase of this project will consist of performing work necessary to secure a Corps of Engineers permit. Payment for these services shall a lump sum fee of:

2.1.	Cultural Resource Survey	$5,000
2.2.	Wetland Delineation	$30,000
2.3.	Threatened and Endangered Species	$5,000
2.4.	U.S.A.C.E. Permitting	$12,000

ADDITIONAL SERVICES: **OWNER** shall pay **ENGINEER** for Additional Services if required at a lump sum amount agreed upon by Owner and Engineer prior to the execution of the work.

Payments to **ENGINEER** by **OWNER** are not contingent on any factor except **ENGINEER's** ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Payments to **ENGINEER** by **OWNER** specifically are not contingent on **OWNER's** receipt of grants for the **Project** or **OWNER's** decision to suspend or cancel the **Project**.

EXHIBIT E
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

1. **Relationship between Consultant and Client**. Neel Schaffer, Inc. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.

2. **Responsibility of Consultant**. Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.

3. **Responsibility of the Client**. Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services.

   The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such a defect. Should legal liability for the defects exist, failure by the Client to notify the Consultant shall relieve the Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

4. **Construction Phase Services**. If Consultant's scope of services includes the observation and monitoring of work performed by Client's separate contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed, in general, in accordance with the plans and specifications. Consultant shall not supervise, direct, or have control over the contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor. Consultant does not guarantee the performance of the construction contract by the contractor and does not assume responsibility for the contractor's failure to furnish and perform its work in accordance with the plans and specifications.

   In the event Consultant's scope of services does not include the observation and monitoring of work performed by Client's separate contractors, the Client assumes all responsibility for construction observation, and Client waives any claims against Consultant arising therefrom.

5. **Designation of Authorized Representatives**. Each party shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

6. **Ownership of Documents**. All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain Consultant's property. The Client agrees not to use Consultant generated documents for projects other than the project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.

7. **Opinion of Costs**. When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.

8. **Changes or Delays**. In the event new developments or circumstances beyond the control of Consultant require a change in the scope of services or schedule, Consultant shall be entitled to an equitable adjustment to the fee and/or schedule. Such events include, but are not limited to, unreasonable delays caused by Client's failure to provide specified direction or information, delays caused by Client's other contractors or consultants, or if Consultant's failure to perform is due to any act of God, labor shortage, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Consultant.

EXHIBIT E
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

9. **Suspension of Services**. Client may, at any time, by written notice, suspend further services by Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension. Consultant will not be obligated to provide the same personnel in the event the period of any suspension exceeds 30 days.

10. **Termination**. This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.

11. **Indemnification**. Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.

    To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against those damages and costs (including reasonable attorneys' fees) that Consultant incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Client.

12. **Legal Proceedings**. In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information. This provision shall not apply in the event Client engages Consultant to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

13. **Successors and Assigns**. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.

14. **Insurance**. Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:

    (a) Commercial General Liability insurance with standard ISO coverage and available limits of $1,000,000 per occurrence and $2,000,000 general aggregate;
    (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of $1,000,000 per accident;
    (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of $1,000,000 per employee for bodily injury by accident/$1,000,000 per employee for bodily injury by disease/$1,000,000 policy limit for disease; and
    (d) Professional Liability insurance covering Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of $1,000,000 per claim and annual aggregate.

    Consultant shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability policy, which shall be primary and noncontributory.

15. **Information Provided by the Client.** Consultant shall be entitled to rely upon, without liability, the accuracy and completeness of any and all information provided by Client, without the obligation of independent verification.

16. **Consequential Damages**. Neither Client nor Consultant shall be liable to the other or shall make any claim for any special, incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, loss of business or diminution of property value and shall apply regardless of legal theory such damages are alleged including negligence, strict liability, breach of contract and breach of warranty.

17. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full

shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. The Client waives any and all claims against the Consultant for any such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with that Standard of Care. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion, after the Client has notified Consultant in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

18. **Force Majeure**. Neither Client nor Consultant shall be liable for any fault or delay caused by any contingency beyond their control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

19. **Compliance with Laws**. To the extent they apply to its employees or its services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.

20. **Invalid Terms**. If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.

21. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.

22. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction.

23. **Additional Services.** Consultant shall be entitled to an equitable adjustment of its fee for services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.

24. **Amendment**. This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.

25. **Entire Understanding of Agreement**. This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

26. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.

27. **Nonwaiver**. No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.

28. **Identity of Project Owner**. Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.

29. **Conflicting Terms**. In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.

30. **Course of Dealing**. Client and Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all

other services, projects, agreements or dealings between the them, unless Client or Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

[The remainder of this page intentionally left blank]

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 HOST AGENCY AGREEMENTS WITH SOUTHERN MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT, TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi is a municipal corporation organized and existing according to the laws of the State of Mississippi and is governed by its Mayor and City Council ("Governing Authority"); and

WHEREAS, the City of Gulfport participates in the Senior Community Service Employment Program which is operated under Title V of the Older Americans Act; and

WHEREAS, approval and execution of two (2) Host Agency Agreements is required in order for the City to continue as a participant in the aforementioned program; and

WHEREAS, it is in the best interest of the City of Gulfport that the two (2) Host Agency Agreements attached hereto collectively as Exhibit "A" be approved and executed on behalf 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 two (2) Host Agency Agreements be and they are hereby approved in substantially the same form as is found in **Exhibit "A"** to this resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

Section 3. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 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

Center for Workforce Inclusion
powering opportunity for older adults

SCSEP Host Agency Agreement PY2023

To comply with the requirements of the Center for Workforce Inclusion (CWI) Senior Community Service Employment Program (SCSEP), operated under Title V of the Older Americans Act, this Agreement is voluntarily entered by

City of Gulfport Mississippi,
hereinafter referred to as the Host Agency, and

Southern Mississippi Planning and Development Districts
hereinafter referred to as the Sponsor Agency.

The Host Agency agrees to provide a safe and healthful work site for each job seeker, to provide the orientation and training necessary to perform assigned duties in accordance with a written community service assignment description, to provide additional training as opportunities occur, and, to the extent possible, treat each job seeker as a regular member of the Host Agency staff.

Regarding COVID guidelines, the Host Agency agrees to inform the Sponsor Agency of its policies regarding wearing masks, vaccines, and social distancing, including any and all amendments to these policies. Additionally, the Host Agency recognizes that the Sponsor Agency will be following applicable federal, state, and/or local COVID guidelines and will respect changes to SCSEP status that the Sponsor Agency may make in response to COVID.

The Host Agency is to immediately notify the Sponsor Agency if any job seeker has been exposed to the COVID virus, when applicable.

The Host Agency agrees to consider each job seeker for regular employment, either full-time or part-time, when vacancies occur in the Host Agency staff or when new positions are created. The Host Agency will also recommend suitable training for unsubsidized placement of the job seeker. A detailed training plan, which includes skills to be attained and timelines for achieving the goal, will be documented in the job seeker's Individual Employment Plan (IEP) and Community Service Assignment Description. The Community Service Assignment Description must specify the nature of the assignment, the hours each job seeker will train, specific duties and tasks to be performed.

As the onsite day-to-day supervisor of assigned job seekers, the Host Agency agrees to document any inappropriate work behaviors of job seekers that may lead to progressive discipline or other incidents and call and discuss with the Project Sponsor.

The Host Agency may allow an alternative or temporary community service assignment to include remote or telework. Such arrangements still require the Host Agency to provide

adequate supervision and equipment. Provision of the remote or telework assignment must be documented in the Community Service Assignment Description for Remote Work. The Host Agency must notify the Project Sponsor before initiating this type of assignment and agrees to requirements outlined in the Sponsor Agency's "SCSEP Remote Work Policy," and "Remote Work Approval Instructions." These documents will be provided by the Sponsor Agency upon request.

The Host Agency also agrees to notify the Project Sponsor of any unscheduled leave time of the job seekers, particularly absences of three days or longer.

The Host Agency understands that the length of time that a job seeker may remain in the same assignment will be determined in their Individual Employment Plan (IEP). The Host Agency understands that the Sponsor Agency may reassign any job seeker when that reassignment will increase the job seeker's opportunities for training or unsubsidized employment or will otherwise serve the best interests of the job seeker.

While this agreement is in effect, the Host Agency agrees to not provide community service assignments for job seekers serving through another national Title V project sponsor.

The Host Agency agrees to abide by the hours and work schedules mutually agreed to for each job seeker and to provide properly prepared time sheets (the supervisor will confirm that the job seeker worked the hours claimed on their time sheet and will assure that both they and the job seeker sign the time sheet); periodic performance evaluations; and other required documents. The Host Agency agrees and understands that each job seeker will be required to attend periodic SCSEP meetings during regular working hours.

The Host Agency agrees that the community service assignments for any job seeker are to be like "in demand" or "growth industries" private sector jobs, such as health care, child daycare, education, or green jobs. However, these assignments will not result in the displacement of currently employed workers, nor in a reduction in non-overtime hours of work, wages, or benefits; will not impair any existing contract for service or result in the substitution of the wages of the job seeker for other funds in connection with work which otherwise would be performed; will not be a substitution for any existing federally-assisted job; and will not be a position which is the same as or substantially the same as that occupied by any other person who is on lay-off or absent due to labor disputes. Further, the Host Agency agrees that it will not discriminate against a job seeker on the grounds of race, color, age, religion, sex, national origin, age, or disability.

The Host Agency agrees that job seekers currently assigned to the Host Agency are not permitted to volunteer at the Host Agency, whether it be similar activity as the Community Service Assignment or any other activity.

The Host Agency agrees to send a representative to a Host Agency supervisors' meeting. Host Agency supervisors' meetings will be held at least annually to acquaint all concerned with the SCSEP goals and objectives. The Host Agency agrees to participate in the DOL Customer Satisfaction Surveys if solicited.

The Host Agency agrees to provide documentation of in-kind contributions. Further, it is

understood by the Host Agency and the Sponsor Agency that any contribution, whether cash or in-kind, by the Host Agency is purely voluntary and is not a condition for the assignment of any job seeker.

The Host Agency certifies by this Agreement that it is a governmental agency or is a non-profit agency which is currently certified as a Section 501(c) (3) organization under the Internal Revenue Code. In addition, the Host Agency will provide its Federal Employer Identification Number (FEIN). Further, if the Host Agency is certified as a Section 501(c) (3) agency, a copy of that certification is attached. The Host Agency agrees to inform the Sponsor Agency immediately if the Section 501(c) (3) certification is revoked.

The Sponsor Agency agrees to recruit, enroll, and assign a job seeker to the Host Agency for engaging in productive community service employment.

The Sponsor Agency agrees to be responsible for all administrative and fiscal controls of the SCSEP and for paying wages and providing fringe benefits and workers compensation coverage to each job seeker. The Host Agency does not pay wages or provide fringe benefits or Workers' Compensation insurance to job seekers.

Indemnification. The Host Agency agrees to indemnify, defend and hold harmless the Sponsor Agency, it representatives, directors, officers, agents, invitees, job seekers and employees, and its Affiliates and their respective directors, officers, employers, job seekers and agents from and against any Claim for costs, fees, penalties, expenses, third-party damages, attorneys' fees and all other liabilities to any third party whatsoever ("Losses"), that result or arise from any allegation of bodily injury, death, or damage to real and/or tangible personal property, incurred during the activities and projects that arise from this Agreement, to the extent proximately caused by the negligence, gross negligence or intentional misconduct of the indemnifying party (i.e., Host Agency), its employees, partners, agents, invitees, job seekers and contractors.

"Claim" means any and all third-party claims, suits, and proceedings. "Loss" means any and all losses, damages, costs, expenses, liabilities, obligations, judgments and claims of any kind (including reasonable attorneys' fees and all expenses and costs of investigation and litigation).

This indemnification provision shall survive the term of this Agreement, or any cancellation or abandonment of the terms and conditions contemplated herein.

Force Majeure. Under no circumstance will the Sponsor Agency be liable for any loss or damage caused by nonperformance due to circumstances beyond the Sponsor Agency's control, such as a pandemic, disease, natural disasters, war, acts of terrorism, civil unrest, and strikes.

This Agreement may not be amended except upon written agreement between the parties.

This Agreement is in effective from
July 1, 2023 to June 30, 2024

Definition of Host Agency Status

(Check one)

☒ This host agency is a government agency. FEIN 64-6000413 (Required by USDOL).

☐ This host agency is a certified non-profit agency under Section 501(c) (3) of the United States Internal Revenue Code. FEIN_____(Required by USDOL).

_____ **501(c) (3) documentation is attached.**

Signed — Host Agency

Host Agency: City of Gulfport Mississippi

Representative's Name: Billy Hewes

Representative's Signature: _____

Host Agency Title: Mayor

Host Agency Supervisor: _____

Address: 1410 24th Avenue, Gulfport, MS 39501

Mailing address if different from above: **P.O.Box 1780, Gulfport, MS 39502**

Phone: (228) 868-5700 Fax:(228) 868-5800

Email: bhewes@gulfport-ms.gov Date: _____

Signed — SCSEP Sponsor Agency

SCSEP Sponsor: **Southern Mississippi Planning and Development**

Representative's Name: **Janice Hale**

Representative's Signature: Janice Hale

Title: **Program Director and Department Head**

Address: **10441 Corporate Drive, Suite #1, Gulfport, MS 39503**

Phone: **(228) 868-2311** Fax: **(228) 868-2550**

Email: *jhale@smpdd.com* Date: 06.09.2023

Host Agency Responsibilities

It is the Host Agency's responsibility to:

Provide training so enrollees can improve existing skills and acquire new ones.

Provide job-related orientation to the enrollees.

Designate an individual to supervise the enrollee.

Provide the materials and equipment necessary for enrollees to perform job duties. **However, enrollees are never to be given the keys to a Host Agency office for the purpose of opening or closing said office to the public. Enrollees may not operate Host Agency vehicles. Enrollees are not allowed to handle cash transactions without direct Host Agency supervision.**

Include enrollees in staff-development opportunities.

Give first consideration to employing enrollees when openings occur for which they are qualified or assist in facilitating entry into the competitive labor market.

Keep the Project Director informed of the enrollees' progress and any work-related problems, and complete evaluations as required.

Verify and sign timesheets and assure they are completed correctly and forwarded to the Project Director.

Assure enrollees do not work more than the 20 hours per week authorized by the Senior AIDES Program.

Permit enrollees to attend training sessions and job interviews during work hours when needed.

Assure enrollees do not displace or replace paid employees.

Provide a safe and hazard-free working environment for the enrollee and report all accidents immediately to the Project Director.

STATE OF MISSISSIPPI
JONATHON TATE REEVES, GOVERNOR
DEPARTMENT OF EMPLOYMENT SECURITY
MARK HENRY
EXECUTIVE DIRECTOR

SCSEP Host Agency Agreement

As part of the Senior Community Service Employment Program, operated under Title V of the Older Americans Act, this Agreement is voluntarily entered into by the:

City of Gulfport Mississippi

a governmental agency or a **non-profit agency** designated under Section 501(c)(3) of the Internal Revenue Code, (hereinafter referred to as the Host Agency), and

Southern Mississippi Planning and Development District

Sponsor Agency.

The intent of this agreement is to furnish useful community service assignments for low-income mature workers who are 55 years of age or older, in order to increase their skills and assist transition to permanent employment.

The Host Agency agrees:

- To provide a safe and healthful environment, adequate orientation and training, additional training as needed to meet employment goals, and to treat each participant as a valued worker in the Host Agency.
- To assist the Sponsor agency in placing one or more participants per year in a job off of the program; and to consider participants for regular employment on its staff when vacancies occur or when new positions are created.
- To abide by mutually agreed to schedules, documented by properly prepared time sheets and periodic performance evaluations. Participants may be required to attend periodic meetings during regular working hours, and the Host Agency recognizes that they will be unavailable at the Host Agency during these times.
- To ensure that each participant's assignment does not displace currently employed or laid-off workers, replace others working in assisted programs, or reduce regular house work, wages or benefits.
- Not to discriminate against any participant because of race, color, religion, sex, national origin, or disability.

- To send a representative to a group meeting of host agency supervisors. Group meetings of host agency supervisor or designated representatives will be held annually to acquaint all concerned with the SCSEP goals and objectives.

- That no other national Title V SCSEP project sponsor will use this Host Agency site while this Agreement is in effect; and

- **To inform the Sponsor Agency immediately if its Section 501(c)(3) certification is changed.**

The Sponsor Agency Agrees:

- To recruit, enroll, assess and assign a SCSEP participant to the Host Agency for the purpose of engaging in a productive community service assignment with duties and tasks as specified in a written community service assignment description.
- To be responsible for all administrative and fiscal controls for the assignment and for paying wages and providing required fringe benefits to each participant.

The Sponsor Agency reserves the right to reassign any participant whenever reassignment will increase opportunities for training or unsubsidized employment, will serve the best interest of the participant, or will better support the goals and objectives of the SCSEP program.

This agreement may be amended by mutual agreement.

This Agreement is in effect from: July 1, 2023 to June 30, 2024

SIGNED - HOST AGENCY

Name of Agency: **City of Gulfport Mississippi**

Address: **1410 24th Avenue, Gulfport, MS 39501**
(Please submit physical address to include street, city/town & ZIP)

Mailing address if different from above: **P.O.Box 1780, Gulfport, MS 39502**
(Please include street and/or P.O. Box, city/town & ZIP)

Telephone number: **(228) 868-5700** Fax number: **(228) 868-5800**

Federal Employer Identification Number: **64-6000413** State: **Mississippi**

Representative's Name: **Mr. Billy Hewes** Title: **Mayor**

Signature: _____ **Date:** _____

Supervisor's email address (if applicable): **bhewes@gulfport-ms.gov**

SIGNED - SCSEP PROJECT SPONSOR

Project Sponsor: **Southern Mississippi Planning and Development District**

Name & Title: **Janice Hale, Project Director** Phone: **(228) 868-2311** Fax: **(228) 868-2550**

Signature: Janice Hale **Date:** 06.09.2023

Program Manager's email address: ***jhale@smpdd.com***

DEFINITION OF HOST AGENCY STATUS

___ This host agency is a certified non-profit agency under Section 501(c)(3) of the United States Internal Revenue Code. **FEIN:** _____ **(Required by USDOL)**

___ 501(c)(3) documentation is attached to this agreement.

___ 501(c)(3) documentation is already on file with the sponsor.

or

__X__ This host agency is a government agency. **FEIN:** **64-6000413** **(Required by USDOL)**

Host Agency Responsibilities

It is the Host Agency's responsibility to:

Provide training so enrollees can improve existing skills and acquire new ones.

Provide job-related orientation to the enrollees.

Designate an individual to supervise the enrollee.

Provide the materials and equipment necessary for enrollees to perform job duties. **However, enrollees are never to be given the keys to a Host Agency office for the purpose of opening or closing said office to the public. Enrollees may not operate Host Agency vehicles. Enrollees are not allowed to handle cash transactions without direct Host Agency supervision.**

Include enrollees in staff-development opportunities.

Give first consideration to employing enrollees when openings occur for which they are qualified or assist in facilitating entry into the competitive labor market.

Keep the Project Director informed of the enrollees' progress and any work-related problems, and complete evaluations as required.

Verify and sign timesheets and assure they are completed correctly and forwarded to the Project Director.

Assure enrollees do not work more than the 20 hours per week authorized by the Senior AIDES Program.

Permit enrollees to attend training sessions and job interviews during work hours when needed.

Assure enrollees do not displace or replace paid employees.

Provide a safe and hazard-free working environment for the enrollee and report all accidents immediately to the Project Director.

Gulfport Police Department

Memo

To: Mayor Billy Hewes

From: Chief Adam Cooper

Date: June 19, 2023

Re: Increase Line Item

The following check was issued by Connie Ladner's office Circuit Clerk of Harrison County for Restitution for drug related arrests.

Check number (51152) amount of $603.75 (GPD cases)

I request your permission to place these funds in the account below:

Account Number	Increase Amount	Increase Amount
Forfeiture and Seizure County and Local Shared **Vehicles- 277-*630200***	$603.75	
County/Local Shared Revenue 275-493100		$603.75

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.

Gulfport Police Department

Memo

To: Mayor Billy Hewes and City Council Members

From: Chief Adam Cooper

Date: June 23, 2023

Re: Budget Transfer

I request your permission to transfer the following funds from Personnel Services – Wages and Salaries (213-600100) to Lot Assessments (215-625500) for a bank reconciliation. This move is required to continue Code Enforcement activities.

Line Item	Decrease	Increase
Wages and Salaries 213-600100	-$40,000	
Lot Assessments 215-625500		$40,000
Total	-$40,000	$40,000

I appreciate your help. If you have any questions, please call.

REVIEWED

SCANNED

1st JUDICIAL DISTRICT
Instrument 2023-0011943-D-J1
Filed/Recorded 06/22/2023 8:56:01 AM
Total Fees 36.00
4 Pages Recorded

This Instrument prepared by and to be returned to:
Margaret Murdock, Esq., MS Bar #9824
Assistant City Attorney
City of Gulfport
Post Office Box 1780
Gulfport, Mississippi 39502-1780
(228) 868-5811

Indexing Instructions: Lots 4, 5, and 6, Block 30, Original Gulfport, First Judicial District, Harrison County, Mississippi

ACKNOWLEDGMENT OF REVERSION OF PROPERTY BACK TO THE CITY OF GULFPORT, MISSISSIPPI

The undersigned parties do hereby acknowledge that the City of Gulfport, Mississippi, did convey the property described in what is attached hereto as Exhibit "A" (herein the "Property") to the Independent Order of Odd Fellows of Mississippi, Gulfport Lodge No. 148 ("IOOF") by way of a quit claim deed signed on April 6, 1954, and recorded in the Land Records of the Harrison County Chancery Clerk's Office in Deed Book 380 on pages 380-381 ("Deed"). This conveyance contained a reverter provision that required that the titled interest conveyed to the IOOF in the said Deed would automatically revert back to the City at the time the property ceased to be used for the "purpose of providing a site for the Gulfport Lodge No. 148, IOOF, to build a Lodge Hall in which to perform Lodge functions and rituals."

The undersigned parties do hereby further agree and acknowledge that the Property did cease to be used for the purpose of providing a site for the Gulfport Lodge No. 148, IOOF, to build a Lodge Hall in which to perform Lodge functions and rituals" as of March 1, 2018, and the parties further do hereby acknowledge and agree that the titled interest conveyed by the City in the Deed did therefore revert back to the City as of March 1, 2018.

WITNESS OUR SIGNATURES on the dates hereinafter set forth below, with the representatives of these signing entities having first received proper authority from their respective governing authorities/boards.

(SIGNATURES ON THE FOLLOWING PAGES)

CITY OF GULFPORT, MISSISSIPPI
Post Office Box 1780
Gulfport, Mississippi 39502
Telephone: (228) 868-5811

BY: _____

ITS: Mayor .

ATTEST:

_____
RASHIDA BELL, CITY CLERK

Independent Order of Odd Fellows of Mississippi, Gulfport Lodge No. 148
14035-L Airport Road
Gulfport, Mississippi 39503
Telephone: (228) 863-5951

Mitzi Rayborn - Grand Sec.

BY: _____, Gvd. T.

ITS: Secretary .

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 7th day of June, 2023, BILLY HEWES, who acknowledged to me that he is the duly elected Mayor of the City of Gulfport, Mississippi, and that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed after first being duly authorized to do so.

_____
NOTARY PUBLIC

My Commission Expires:
2/21/25

(SEAL)

STATE OF MISSISSIPPI
KATHY HALE
ID NO. 76963
Commission Expires
02/21/2025
NOTARY PUBLIC
HARRISON COUNTY

EXHIBIT "A"

Lots 4, 5, and 6, Block 30 of Original Gulfport, as shown by map or plat thereof on file and of record in the Office of the Chancery Clerk of Harrison County, Mississippi, First Judicial District.

Grand Lodge of Mississippi, I.O.F.

1111 Hwy 29, Wiggins, MS 39577

May 22, 2023

To Whom It Concern,

The Odd Fellow Lodge formerly located at 2515 23rd Ave., Gulfport, Mississippi is no longer meeting nor using the building located at that address.

Although, I do not have a copy of the 99 year lease on the ground that the lodge received in 1969, I understand that should be lodge cease to exist the land would return to the city of Gulfport, MS together with any and all improvements to the property.

The lodge ceased to exist some years ago. By vote of the Executive Committee and ratified by the Grand Lodge during its annual meeting, the property is returned to the city of Gulfport.

Because the Fire Department owns and/or uses property adjoining the leased property, it seems logical and is the expressed wish of the Grand Lodge of Mississippi that the building be used by the Gulfport Fire Department for training purposes or for other uses as deemed applicable by the Department.

This information should have been transmitted to the proper authority at the time of lodge dissolution. Not being the Grand Secretary at that time, I am not aware of a letter written and sent. I can only apologize for the delay.

Sincerely,

Mitzi Rayborn, Grand Sec.

Edna "Mitzi" Rayborn, Grand Secretary --- Benny M. Rayborn, Grand Treasurer

All-In-One Commercial Agreement
Kenneth Kirschenbaum, Esq., Tel. No. (516) 747-6700
KIRSCHENBAUM CONTRACTSCopyright 11-6-2020

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 25TH 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), 2050 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).**

06202023-16

5. **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.

LIMITED WARRANTY ON SALE

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)(ii) 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 $250.00 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 50% 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:

By: Jim Culp
Signature

SUBSCRIBER:

Subscriber: Signature of Authorized Officer — Title of Person Signing: Mayor

Billy Hewes — Print Name of Subscriber — 64-74-0087-K — 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 In One Commercial Sales/Schedule of Equipment & Services
Kenneth Kirschenbaum, Esq., Tel. No. (516) 747-5700
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ALL SAFE TECHNOLOGIES, LLC
2620 25TH 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:

By: _____
Signature

SUBSCRIBER:

_____
Signature (Name must be printed below)

Billy Hewes
Print Name

MASTER AGREEMENT MULTI-SITE SCHEDULE OF EQUIPMENT AND SERVICES

Customer Name: City of Gulfport

Schedule of equipment and Services for Agreement Dated: 5/1/2023

See Proposal for Site equipment Details - Dated: 5/1/2023

Site Name	Site Address	City	Total Installation Price	Total Monthly Services	Monitoring	Remote Services	Video Services	Service Plans	Inspections	Other
Public Works 4050	4050 Hewes Ave	Gulfport	$4,485.00	$34.95	$31.95	$3.00				
Public Works 4051	4051 Hewes Ave	Gulfport	$2,300.00	$34.95	$31.95	$3.00				
Francis Collins Community Center	2204 Swetman Blvd	Gulfport	$2,150.00	$34.95	$31.95	$3.00				
Gaston Point Community Center	1505 Mills Ave	Gulfport	$1,900.00	$34.95	$31.95	$3.00				
Katie Booth Community Center	501 26th Street	Gulfport	$1,900.00	$34.95	$31.95	$3.00				
Harbor Master	1133 20th Ave	Gulfport	$1,150.00	$34.95	$31.95	$3.00				
Fuel Dock	885 20th Ave	Gulfport	$1,250.00	$34.95	$31.95	$3.00				
Building Maintenance	1038 s. Railroad Street	Gulfport	$1,779.00	$34.95	$31.95	$3.00				
PW Sign Shop/Storage	4015 Searle Ave	Gulfport	$1,085.00	$34.95	$31.95	$3.00				
Carnegie Library	1300 24th Ave	Gulfport	$1,900.00	$34.95	$31.95	$3.00				
Train Depot	1419 27th Ave	Gulfport	$3,875.00	$34.95	$31.95	$3.00				
				$0.00						
				$0.00						
				$0.00	

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ALL SAFE TECHNOLOGIES, LLC
2620 25TH 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:

By: _____
Signature

SUBSCRIBER:

_____
Signature (Name must be printed below)

Billy Hewes
Print Name

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2620 25TH 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:

By: _____
Signature

SUBSCRIBER:

_____
Signature (Name must be printed below)

Billy Hewes
Print Name

All In One Commercial Sales/Schedule of Equipment & Services
Kenneth Krechenbaum, Esq., Tel. No. (615) 747-9700
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ALL SAFE TECHNOLOGIES, LLC
2620 25TH 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:

By: _____
Signature

SUBSCRIBER:

_____
Signature (Name must be printed below)

Billy Hawes
Print Name

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2620 25TH 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 Subsriber 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:

By: _____
Signature

SUBSCRIBER:

_____
Signature (Name must be printed below)

Billy Hewes
Print Name

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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:

By: _____
Signature

SUBSCRIBER:

_____
Signature (Name must be printed below)

Billy Hewes
Print Name

All In One Commercial Sales/Schedule of Equipment & Services
Kenneth Kirschenbaum, Esq., Tel. No. (516) 747-6700
KIRSCHENBAUM CONTRACTS©Copyright 11-8-2020

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 25TH 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:

By: _____
Signature

SUBSCRIBER:

_____
Signature (Name must be printed below)

Billy Hewes
Print Name

All In One Commercial Sales/Schedule of Equipment & Services
Kenneth Kirschenbaum, Esq. Tel. No. (954) 747-5700
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Montgomery, AL 36116, or by phone (334) 264-9388, License No.: AESBL#832

ALL SAFE TECHNOLOGIES, LLC
2620 25TH 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:

By: Kim Culp
Signature

SUBSCRIBER:

Signature (Name must be printed below)

Billy Hawes
Print Name

All In One Commercial Sales/Schedule of Equipment & Services
Kenneth Kirschenbaum, Esq., Tel. No. (516) 747-5700
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ALL SAFE TECHNOLOGIES, LLC
2620 25TH 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:

By: Kim Culp
Signature

SUBSCRIBER:

Signature (Name must be printed below)

Billy Hewes
Print Name

All In One Commercial Sales/Schedule of Equipment & Services
Kenneth Kirschenbaum, Esq., Tel. No. (516) 747-6700
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Montgomery, AL 36116, or by phone (334) 264-9388, License No.: AESBL#832

ALL SAFE TECHNOLOGIES, LLC
2620 25TH 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:

By: _____
Signature

SUBSCRIBER:

_____
Signature (Name must be printed below)

Billy Hewes
Print Name

All In One Commercial Sales/Schedule of Equipment & Services
Kenneth Kirschenbaum, Esq., Tel. No. (516) 747-6700
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ALL SAFE TECHNOLOGIES, LLC
2620 25TH 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:

By: _____
Signature

SUBSCRIBER:

_____
Signature (Name must be printed below)

Billy Hewes
Print Name

All In One Commercial Sales/Schedule of Equipment & Services
Kenneth Kirschenbaum, Esq., Tel. No. (516) 747-0700
KIRSCHENBAUM CONTRACTS©Copyright 11-6-2020

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 25TH 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:

By: _____
Signature

SUBSCRIBER:

_____
Signature (Name must be printed below)

Billy Hewes
Print Name

avantguard

Customer Information Form

*are required fields

New ☐ Change ☐ Cancel ☐ Reinstate ☑

Cancel Date:_____ Reinstatement date:_____

*Installer's Name:	*Installer's Code/Dealer Number:	Install Date:
*Account Name:	*Account Number:	*Site Type: Residential ☑ Commercial ☐ Commercial Fire ☐
*Premise Address:	Premise Phone #: (Premise ONLY no Cell#'s)	*Is this a 2way voice account? Yes ☐ No ☐
*City:	*State: *Zip:	*Reporting Format: Contact ID ☐ SIA ☐ 4x2 ☐ DMP ☐ Other:_____
Activity Report for Customer: Please choose the type of report and frequency that the customer would like to receive it. (Additional charges may apply) Weekly Open/Close ☐ Monthly All Activity ☐ Email Address:_____ Remove Old Reports ☐	Web Access: 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. Customer portal: https://portal.agmonitoring.com/stagecustomer/ (Customers are set up for restricted web access) Auto Notify (text or email): Please fill out with email/cell phone number and indicate what signals they should be notified on. (Standard text messages will apply to the customer) Cell/Email:_____ Open/Close ☐ (panel must be set up for open/close) All Activity ☐ Alarms Only ☐ Troubles Only ☐	*Panel Type: None *Communication Type:

Analog/ Pots ☐	Digital
ABS Radio	Connect 24
AlarmNet ☐	Telguard
Uplink	Alarm.com ☐
Bosch IP	GE IP (OH2000)
DSC IP ☐	DMP IP ☐
IP Datatel	Visor Alarm
Voice Alarm	
Other:	

Special Instructions/Comments:	*Timer Test: ☐ None ☐ Daily ☐ Weekly ☐ Monthly (Additional charges may apply.)
Open/Close Signals: If supervised is selected, please attach additional paper with schedule. (Additional charges may apply.) Supervised ☐ Unsupervised ☐	Time Zone: Pacific ☐ Mountain ☐ Central ☐ Eastern ☐ Arizona ☐

CALL LIST

	Phone #	Permit #	*Contact Name	Individual Password	Phone	ECV
Police			1.			☐
Fire			2. X Same			☐
Medical			3.			☐
Guards			(Maximum of 3 Contacts)			

*General/Web access Password: (If there will be no code required please note that)	Duress Code:	Remove Old Contacts: ☐

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 LIST

Zone #	Zone Description	Zone #	Zone Description

Must be sign and return to AvantGuard Monitoring Centers. Email to data@agmonitoring.com or fax 800.417.1216

Billy Heawes
Customer (printed)

Customer Signature

Kim Culp
Alarm Company Representative (printed)

Kim Culp
Alarm Company Representative Signature

Gulfport
MISSISSIPPI

OFFICE OF MAYOR

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

City Hall
2309 15th St.
Gulfport, MS 39501

January 30, 2023

Dennis W, Miller, Esq.
Jones Walker, LLP
190 East Capitol Street, Suite 800
Jackson, Mississippi 39201

Re: Extension of "Memorandum of Agreement for Professional Services"

Dear Dennis:

Pursuant to Paragraph 3 in the "Memorandum of Agreement for Professional Services" executed on February 11, 2022, please be advised that the City of Gulfport desires to extend this agreement for an additional twelve (12) consecutive month term (from February 1, 2023, through January 31, 2024) and herein provides its notice of this extension herein.

Best regards,

Billy Hewes
Mayor

ACCEPTED:

Dennis W. Miller, Esq.

Dennis W. Miller, Esq.

MEMORANDUM – CITY OF GULFPORT

Date: **JUNE 21, 2023**

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

From: **Police Department**
Code Enforcement Division

Subject: **7-Day Notice(s) to be made part of the minutes.**

RE: **7-Day Notice(s) Of Certain Property Within The City Of Gulfport per Mississippi Code §21-19-11(2) For The Said Properties Being Described:**

Parcel 1: 1010E-02-014.002. Lot 2 Monet Survey Replat Of Lots 1. Property Located At 1110 West Pine St. For Violation Of Remove/Haul Off Trash & Debris. Cuevas Heath Case: 11363

Parcel 2: 0911D-06-062.000. E 50 Ft Of Lots 19-22 Inc Blk 6 Garys East Side Add. Property Located At 918 25th St. For Violation Of Remove Prohibited Items. Chaffin Ernie Case: 11466

Parcel 3: 0711G-05-006.002. Lot 7 & N 15 Ft Of Lot 8 Blk 6 Jonestown Mccaughan Add Subd. Property Located At 2019 47th Ave. For Violation Of Remove Prohibited Items. Tolar Terry & Eilermann Janet Case: 11534

Parcel 4: 0711G-05-007.000. Lots 11 & 12 Blk 6 Jonestown Mccaughan Add. Property Located At 2001 47th Ave. For Violation Of Remove Prohibited Items,. Garcia Jesus Etal Case: 11536

Parcel 5: 0711G-04-075.000. Lot 16 & 17 Blk 5 Jonestown Mccaughan Add Sec 5-8-11. Property Located At 2004 47th Ave. For Violation Of Remove Prohibited Items. Leonard Melvin Jr Case: 11538

Parcel 6: 0711I-03-023.001. E 50 Ft Of Lots 25 & 26 Blk 21 West Side Add. Property Located At 3811 10th St. For Violation Of Remove Prohibited Items. Luu Toan Bao & Thoaminh Sera Case: 11543

MEMORANDUM – CITY OF GULFPORT

Date: **JUNE 21, 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: 0811F-04-026.000. Beg 40 Ft W Of Ne Cor Of Lot 1 & Run S 100 Ft W 40 Ft N 100 Ft E 40 Ft To Beg Part Of Lots 1 To 4 Blk 126 Original Gulfport. Property Located At 2405 19th St. For Violation Of Remove/Haul Off Trash & Debris, Remove Clutter And Debris, Remove/Relocate Storage Struct. Cates Samuel M Case: 10825

Parcel 2: 0811B-07-042.000. Lots 8 & 9 & S 2 Ft. Of Lot 7 Blk. 35 Arlington Heights Add. Property Located At 2307 19th Ave. For Violation of Remove Or Repair & Legally Tag, Park In Approved Location. Skelton Charles L -EST- Case: 10830

Parcel 3: 0909K-03-023.000. Lot 6 Blk 3 Gulfport Lake Vista Subd. Property Located At 6025 South Vista Dr. For Violation of Remove/Haul Off Trash & Debris, Repair, Maintenance Or Remove, Remove Clutter And Debris. Powell Mark Dean & Alicia Case: 11161

Parcel 4: 0910K-03-005.000. Lot 15 Bayou View Subd 8th Add Part #1. Property Located At 3901 Oak Ave. For Violation Of Remove/Haul Off Trash & Debris, Remove Prohibited Items, Make Necessary Repairs, Remove Clutter And Debris, Remove Or Relocate Furniture, Repair/Replace Broken Window. Gulf South Equity Investments LLC Case: 11163

Parcel 5: 0811B-05-015.001. Lots 23 & 24 Inc Blk 18 Arlington Heights Add Of Sec 3-8-11. Property Located At 2518 17th Ave. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Park In Approved Location, Remove Clutter And Debris. Vincent Jack Case: 11171

Parcel 6: 1010B-02-004.004. Lot 5 Glendale Place Subd. Property Located At 1144 Glendale Pl. For Violation of Remove Or Repair & Legally Tag, Remove/Relocate Boat, Remove/Relocate Utl Trailer. Short Eric Owen Case: 11271

Parcel 7: 1008K-02-057.000. Lot 28 Blk 10 Oakleigh Manor Unit 2 1st Add. Property Located At 11047 East Dogwood Dr. For Violation Of Remove Or Repair & Legally Tag, Remove Clutter And Debris. Turan Michael & Courtney Case: 11308

Parcel 8: 1011D-01-010.000. Lot 32 & W 27 Ft. Of Lot 31 Lakeland Subd. Sec. 6-8-10. Property Located At 1035 Ocean View Dr. For Violation Of Remove/Haul Off Trash & Debris, Remove Clutter And Debris. Tillinghast Rena Olivia Case: 11323

Parcel 9: 1008K-03-008.000. 6.2 Ac(C) Beg 920.7 Ft N & 34.2 Ft W Of Se Cor Of Sw 1/4 Of Ne 1/4 Of Sec 7 On W Mar Of Gould Rd W 764.8 Ft N 20 Dg E 428.5 Ft E 614.4 Ft To Gould Rd S Along Rd 400 Ft To Pob Part Of Sw 1/4 Of Ne 1/4 Of Sec 7-7-10. Property Located At 11387 Gould Rd. For Violation Of Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Remove Clutter And Debris, Remove/Relocate Utl Trailer, Remove/Discard Used Appliances. Mark Iv Realty Corporation Case: 11437

Parcel 10: 0811E-02-008.000. Lot 13 Blk. 122 Original Gulfport. Property Located At 30th Ave. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Vehicle, Repair, Maintenance Or Remove, Park In Approved Location, Remove/Relocate Utl Trailer, Remove/Relocate Storage Struct. Bussolati Paul & Helveston Stanley Case: 11459

Parcel 11: 0811E-02-009.000. Lots 14 To 16 Inc Blk. 122 Original Gulfport. Property Located At 1804 30th Ave. For Violation Of Cut & Clean The Property, Remove Weeds, Vines, Limbs, Tr, Remove/Haul Off Trash & Debris, Remove Or Repair & Legally Tag, Make Necessary Repairs, Correct Unsanitary Condition, Remove Clutter And Debris, Repair/Replace Broken Window. Bussolati Paul & Helveston Stanley Case: 11460

PURCHASING DEPARTMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Olivia McMahan, Procurement Specialist

DATE: June 12, 2023

RE: Boat Motor – Police Department

The Purchasing Department received and reviewed the quotes received on the above referenced item and determined Crown Leisure Marine to be the lowest and best bid for a total amount of $15,853.00.

Purchase Order #232326 was issued, and the tabulation sheet used to make our lowest and best bid determination is attached. We respectfully request this be spread across the minutes.

Thank you for your consideration.

POLICE DEPARTMENT - BOAT MOTOR

PO # 232326

	QTY	Crown Leisure Marine		Atlantic Marine		Furlan's Marine		Ocean Marine Group	
Boat motor	1	$ 15,853.00	$ 15,853.00	$ 16,450.00	$ 16,450.00	$ 19,306.45	$ 19,306.45	$ 20,386.82	$ 20,386.82
			$ -		$ -		$ -		$ -
			$ -		$ -		$ -		$ -
Total			$ 15,853.00		$ 16,450.00		$ 19,306.45		$ 20,386.82

PURCHASING DEPARTMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Olivia McMahan, Procurement Specialist

DATE: June 14, 2023

RE: EJ Beehive grates and rings – Public Works Department

The Purchasing Department received and reviewed the quotes received on the above referenced item and determined Ferguson Waterworks to be the lowest and best bid for a total amount of $5,139.00.

Purchase Order #232351 was issued, and the tabulation sheet used to make our lowest and best bid determination is attached. We respectfully request this be spread across the minutes.

Thank you for your consideration.

PUBLIC DEPARTMENT - EJ BEEHIVE GRATES AND RINGS

PO # 232351

	QTY	FERGUSON WATERWORKS		CENTRAL PIPE SUPPLY INC		SOUTHERN WATERWORKS	
1040-02 EJ BEEHIVE GRATE	9	$ 345.00	$ 3,105.00	$ 375.79	$ 3,382.11	$ 403.18	$ 3,628.62
1045Z EJ RIGNS	9	$ 226.00	$ 2,034.00	$ 246.24	$ 2,216.16	$ 269.94	$ 2,429.46
			$ -		$ -		$ -
Total			$ 5,139.00		$ 5,598.27		$ 6,058.08

PURCHASING DEPARTMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Olivia McMahan, Procurement Specialist

DATE: June 12, 2023

RE: Tire Aligner – Maintenance Department

The Purchasing Department received and reviewed the quotes received on the above referenced item and determined Myers Tire Supply to be the lowest and best bid for a total amount of $33,295.00.

Purchase Order #232325 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.

MAINTENANCE DEPARTMENT - TIRE ALIGNER

PO # 232325

	QTY	Myers Tire Supply		Cutting Edge Automotive Solutions		NAPA Auto Parts	
Tire Aligner	1	$ 33,295.00	$ 33,295.00	$ 33,671.23	$ 33,671.23	$ 33,937.72	$ 33,937.72
			$ -		$ -		$ -
			$ -		$ -		$ -
Total			$ 33,295.00		$ 33,671.23		$ 33,937.72

1st JUDICIAL DISTRICT
Instrument 2023-0011399-D-J1
Filed/Recorded 06/15/2023 3:41:01 PM
Total Fees 26.00
4 Pages Recorded

This Instrument prepared by and to be returned to:
Margaret Murdock, MSB No. 9824
City of Gulfport
Post Office Box 1780
Gulfport, Mississippi 39502-1780
(228) 868-5811

WARRANTY DEED FOR RIGHT OF WAY

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR and NO/100 ($1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, **Grantor,**

MBH GPT REAL ESTATE, LLC
A Louisiana Limited Liability Company
328 North Columbia Street
Covington, LA
Telephone: (504) 382-7269

does hereby sell, convey and warrant unto **Grantee,** for all legal and lawful Right of Way purposes only,

CITY OF GULFPORT, MISSISSIPPI
A Mississippi Municipal Corporation
Post Office Box 1780
Gulfport, Mississippi 39502-1780
Telephone (228) 868-5811

the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, to-wit:

See Exhibits "A" and "B" attached.

INDEXING INSTRUCTIONS:

LOT 1, GULFPORT PROMENADE SUBDIVISION
City of Gulfport, First Judicial District
Harrison County, Mississippi

This conveyance is less and except any and all recorded oil, gas or other mineral rights granted, reserved or excepted by former owners, and is subject to any and all recorded restrictions or covenants and any and all presently existing or recorded easements or rights-of-way affecting said property.

Grantor shall be responsible for prorated ad valorem taxes for the current year up to the date that this deed was executed and prior years, and Grantee shall assume tax responsibility of the identified portion of the property as a tax exempt municipal government owner for all future years.

WITNESS MY SIGNATURE on this the 5th day of May, 2023.

MATTHEW BOWERS, MANAGER AND MEMBER

STATE OF Louisiana
COUNTY/PARISH OF Jefferson

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 5th day of May, 2023, MATTHEW BOWERS, who acknowledged to me that he is a MEMBER and the MANAGER of MBH GPT REAL ESTATE, LLC, a Louisiana Limited Liability Company, and that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed, after first being duly authorized to do so.

NOTARY PUBLIC

My Commission Expires:

Lifetime

T. HOWARD LEACH III
NOTARY PUBLIC (SEAL)
LSBA NO: 08431
N. P. 49907
MY COMMISSION IS FOR LIFE

EXHIBIT "A"

Parcel C on Exhibit "B":

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, EAST ZONE 2301, NAD83-2011, GRID VALUES UTILIZING A CONVERGENCE ANGLE OF -00□06'06", A SCALE FACTOR OF 0.9999545866:

A PARCEL OF LAND SITUATED IN AND BEING A PART OF LOT 1 AS PER MAP OR PLAT ENTITLED "GULFPORT PROMENADE" ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI IN PLAT BOOK 59, PAGE 25. ALSO LOCATED IN THE NW ¼ OF THE SW ¼ OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 10 WEST, 1ST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI AND BEING MORE DESCRIBED AS FOLLOWS:

BEGIN AT A FOUND IRON ROD WITH CAP ON THE EXISTING SOUTH MARGIN OF DEDEAUX ROAD, ALSO BEING THE NORTHWEST CORNER OF SAID LOT 1 AS PER MAP OR PLAT ENTITLED "GULFPORT PROMENADE";

THENCE S00□13'10"W FOR A DISTANCE OF 28.81 FEET TO A SET 5/8' IRON ROD WITH CAP ON THE NEW PROPOSED SOUTHERN MARGIN OF DEDEAUX ROAD;

THENCE N89□55'01"E ALONG THE NEW PROPOSED SOUTHERN MARGIN OF DEDEAUX ROAD FOR A DISTANCE OF 232.77 FEET TO A FOUND ½" IRON ROD;

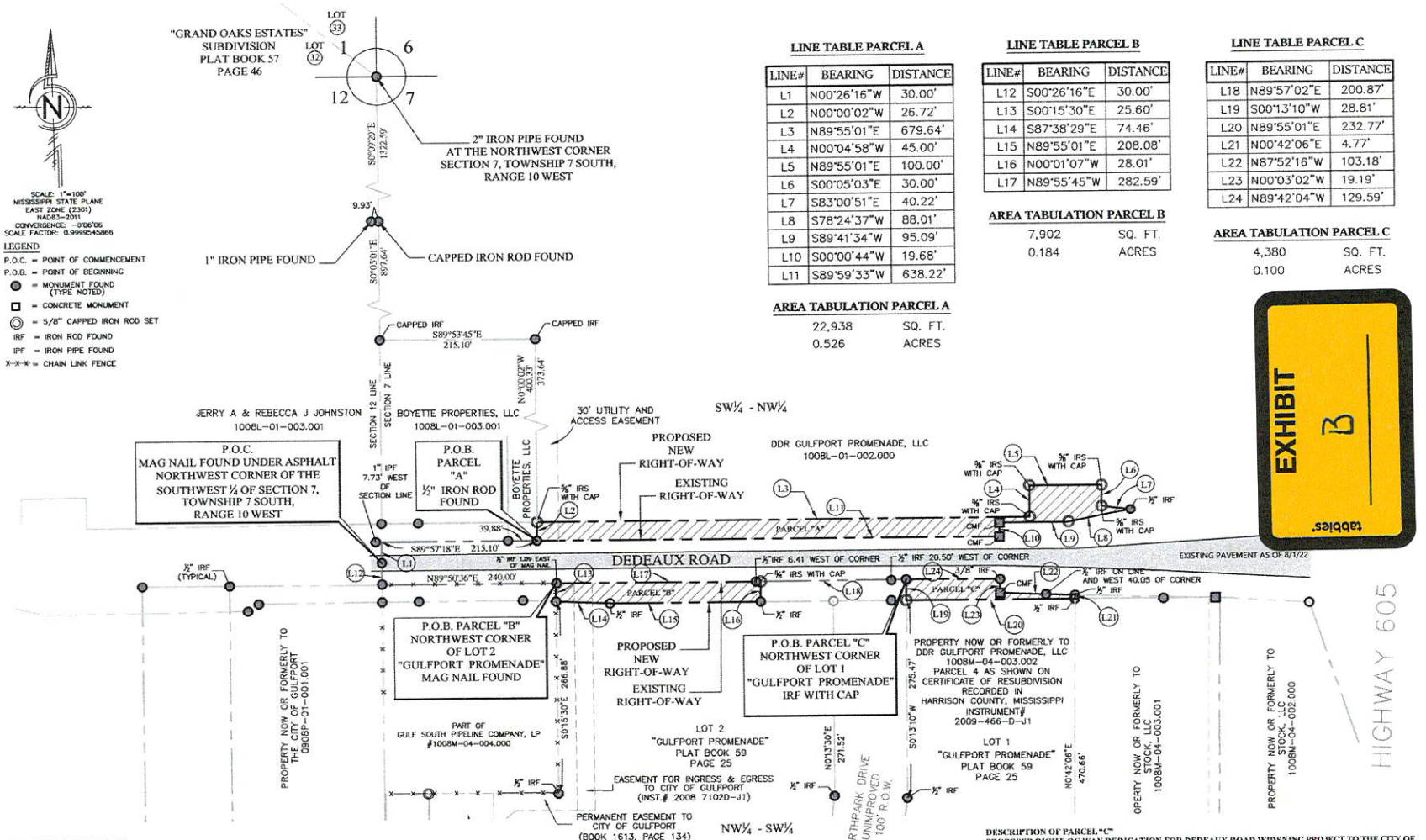
THENCE N00□42'06"E FOR A DISTANCE OF 4.77 FEET TO A FOUND ½" IRON ROD ON THE EXISTING SOUTHERN MARGIN OF DEDEAUX ROAD;

THENCE N87□52'16"W ALONG THE EXISTING SOUTHERN MARGIN OF DEDEAUX ROAD FOR A DISTANCE OF 103.18 FEET TO A FOUND CONCRETE MONUMENT;

THENCE N00□03'02"W ALONG THE EXISTING SOUTHERN MARGIN OF DEDEAUX ROAD FOR A DISTANCE OF 19.19 FEET TO A FOUND 3/8" IRON ROD;

THENCE N89□42'04"W ALONG THE EXISTING SOUTHERN MARGIN OF DEDEAUX ROAD FOR A DISTANCE OF 129.59 FEET BACK TO THE POINT OF BEGINNING.

THE PROPERTY CONTAINS 4,380 SQUARE FEET OR 0.100 OF AN ACRE, MORE OR LESS AND IS LOCATED IN A PART OF SAID LOT 1 AS PER MAP OR PLAT ENTITLED "GULFPORT PROMENADE". ALSO BEING A PART OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 7, TOWNSHIP 7 SOUTH, RANGE 10 WEST, 1ST JUDICIAL DISTRICT, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI.



LINE TABLE PARCEL A

LINE#	BEARING	DISTANCE
L1	N00°26'16"W	30.00'
L2	N00°00'02"W	26.72'
L3	N89°55'01"E	679.64'
L4	N00°04'58"W	45.00'
L5	N89°55'01"E	100.00'
L6	S00°05'03"E	30.00'
L7	S83°00'51"E	40.22'
L8	S78°24'37"W	88.01'
L9	S89°41'34"W	95.09'
L10	S00°00'44"W	19.68'
L11	S89°59'33"W	638.22'

AREA TABULATION PARCEL A

22,938 SQ. FT.
0.526 ACRES

LINE TABLE PARCEL B

LINE#	BEARING	DISTANCE
L12	S00°26'16"E	30.00'
L13	S00°15'30"E	25.60'
L14	S87°38'29"E	74.46'
L15	N89°55'01"E	208.08'
L16	N00°01'07"W	28.01'
L17	N89°55'45"W	282.59'

AREA TABULATION PARCEL B

7,902 SQ. FT.
0.184 ACRES

LINE TABLE PARCEL C

LINE#	BEARING	DISTANCE
L18	N89°57'02"E	200.87'
L19	S00°13'10"W	28.81'
L20	N89°55'01"E	232.77'
L21	N00°42'06"E	4.77'
L22	N87°52'16"W	103.18'
L23	N00°03'02"W	19.19'
L24	N89°42'04"W	129.59'

AREA TABULATION PARCEL C

4,380 SQ. FT.
0.100 ACRES

EXHIBIT B

tabbies.

DESCRIPTION OF PARCEL "A"
PROPOSED RIGHT-OF-WAY DEDICATION FOR DEDEAUX ROAD WIDENING PROJECT TO THE CITY OF GULFPORT FOR PUBLIC USE:

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, EAST ZONE 2301, NAD83-2011, GRID VALUES UTILIZING A CONVERGENCE ANGLE OF -00°06'06", A SCALE FACTOR OF 0.9999545866:

A PARCEL OF LAND SITUATED IN THE SW ¼ OF THE NW ¼ OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, 1ST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI AND BEING MORE DESCRIBED AS FOLLOWS:

COMMENCE AT THE FOUND MAG NAIL AT THE SOUTHWEST CORNER OF THE SW ¼ OF THE NW ¼ OF SAID SECTION 7, TOWNSHIP 7 SOUTH, RANGE 10 WEST, HARRISON COUNTY, MISSISSIPPI;

THENCE N00°26'16"W FOR A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING NORTH RIGHT-OF-WAY OF DEDEAUX ROAD; THENCE S89°57'18"E ALONG THE EXISTING NORTH RIGHT-OF-WAY OF DEDEAUX ROAD FOR A DISTANCE OF 215.10 FEET TO A FOUND ½" IRON ROD FOR THE POINT OF BEGINNING;

THENCE N00°00'02"W FOR A DISTANCE OF 26.72 FEET TO A SET IRON ROD WITH A CAP POINT ON THE NEW PROPOSED NORTH MARGIN OF DEDEAUX ROAD; THENCE ALONG THE NEW PROPOSED NORTHERLY MARGIN OF DEDEAUX ROAD THE FOLLOWING FIVE COURSES AND DISTANCES:

N89°55'01"E FOR A DISTANCE OF 679.64 FEET TO A SET IRON ROD WITH A CAP;
N00°04'16"W FOR A DISTANCE OF 45.00 FEET TO A SET IRON ROD WITH A CAP;
N89°55'01"E FOR A DISTANCE OF 100.00 FEET TO A SET IRON ROD WITH A CAP;
S00°05'03"E FOR A DISTANCE OF 30.00 FEET TO A SET IRON ROD WITH A CAP;
S83°00'51"E FOR A DISTANCE OF 40.22 FEET TO A FOUND 1/2" IRON ROD ON THE EXISTING RIGHT-OF-WAY DEDEAUX ROAD; THENCE ALONG THE EXISTING NORTHERLY RIGHT-OF-WAY OF DEDEAUX ROAD THE FOLLOWING FOUR COURSES AND DISTANCES:

S78°24'37"W FOR A DISTANCE OF 88.01 FEET TO A SET IRON ROD WITH A CAP;
S89°41'34"W FOR A DISTANCE OF 95.09 FEET TO A FOUND CONCRETE MONUMENT;
S00°00'44"W FOR A DISTANCE OF 19.68 FEET TO A FOUND CONCRETE MONUMENT;
S89°59'33"W FOR A DISTANCE OF 638.22 FEET TO THE POINT OF BEGINNING.

THE PROPERTY CONTAINS 22,938 SQUARE FEET OR 0.526 OF AN ACRE, MORE OR LESS AND IS LOCATED IN THE SW ¼ OF THE NW ¼ OF SAID SECTION 7, TOWNSHIP 7 SOUTH, RANGE 10 WEST, 1ST JUDICIAL DISTRICT, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI.

DESCRIPTION OF PARCEL "B"
PROPOSED RIGHT-OF-WAY DEDICATION FOR DEDEAUX ROAD WIDENING PROJECT TO THE CITY OF GULFPORT FOR PUBLIC USE:

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, EAST ZONE 2301, NAD83-2011, GRID VALUES UTILIZING A CONVERGENCE ANGLE OF -00°06'06", A SCALE FACTOR OF 0.9999545866:

A PARCEL OF LAND SITUATED IN AND BEING A PART OF LOT 2 AS PER MAP OR PLAT ENTITLED "GULFPORT PROMENADE" ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI IN PLAT BOOK 59, PAGE 25. ALSO LOCATED IN THE NW ¼ OF THE SW ¼ OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 10 WEST, 1ST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI AND BEING MORE DESCRIBED AS FOLLOWS:

BEGIN AT A FOUND MAG NAIL ON THE EXISTING SOUTH MARGIN OF DEDEAUX ROAD, ALSO BEING THE NORTHWEST CORNER OF SAID LOT 2 AS PER MAP OR PLAT ENTITLED "GULFPORT PROMENADE";

THENCE S00°15'30"E FOR A DISTANCE OF 25.60 FEET TO A FOUND ½" IRON ROD ON THE PROPOSED SOUTHERN MARGIN OF DEDEAUX ROAD;

THENCE S87°38'29"E ALONG THE NEW PROPOSED SOUTHERN MARGIN OF DEDEAUX ROAD FOR A DISTANCE OF 74.46 FEET TO A FOUND ½" IRON ROD;

THENCE N89°55'01"E ALONG THE NEW PROPOSED SOUTHERN MARGIN OF DEDEAUX ROAD FOR A DISTANCE OF 208.08 FEET TO A FOUND ½ IRON ROD;

THENCE N00°01'07"W FOR A DISTANCE OF 28.01 FEET TO A SET 5/8" IRON ROD WITH CAP ON THE EXISTING SOUTHERN MARGIN OF DEDEAUX ROAD;

THENCE N89°55'45"W ALONG THE EXISTING SOUTHERN MARGIN OF DEDEAUX ROD FOR A DISTANCE OF 282.59 FEET BACK TO THE POINT OF BEGINNING.

THE PROPERTY CONTAINS 7,902 SQUARE FEET OR 0.184 OF AN ACRE, MORE OR LESS AND IS LOCATED IN A PART OF SAID LOT 2 AS PER MAP OR PLAT ENTITLED "GULFPORT PROMENADE", ALSO BEING A PART OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 7, TOWNSHIP 7 SOUTH, RANGE 10 WEST, 1ST JUDICIAL DISTRICT, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI.

DESCRIPTION OF PARCEL "C"
PROPOSED RIGHT-OF-WAY DEDICATION FOR DEDEAUX ROAD WIDENING PROJECT TO THE CITY OF GULFPORT FOR PUBLIC USE:

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, EAST ZONE 2301, NAD83-2011, GRID VALUES UTILIZING A CONVERGENCE ANGLE OF -00°06'06", A SCALE FACTOR OF 0.9999545866:

A PARCEL OF LAND SITUATED IN AND BEING A PART OF LOT 1 AS PER MAP OR PLAT ENTITLED "GULFPORT PROMENADE" ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI IN PLAT BOOK 59, PAGE 25. ALSO LOCATED IN THE NW ¼ OF THE SW ¼ OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 10 WEST, 1ST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI AND BEING MORE DESCRIBED AS FOLLOWS:

BEGIN AT A FOUND IRON ROD WITH CAP ON THE EXISTING SOUTH MARGIN OF DEDEAUX ROAD, ALSO BEING THE NORTHWEST CORNER OF SAID LOT 1 AS PER MAP OR PLAT ENTITLED "GULFPORT PROMENADE";

THENCE S00°13'10"W FOR A DISTANCE OF 28.81 FEET TO A SET 5/8" IRON ROD WITH CAP ON THE NEW PROPOSED SOUTHERN MARGIN OF DEDEAUX ROAD;

THENCE N89°55'01"E ALONG THE NEW PROPOSED SOUTHERN MARGIN OF DEDEAUX ROAD FOR A DISTANCE OF 232.77 FEET TO A FOUND ½" IRON ROD;

THENCE N00°42'06"E FOR A DISTANCE OF 4.77 FEET TO A FOUND ½" IRON ROD ON THE EXISTING SOUTHERN MARGIN OF DEDEAUX ROAD;

THENCE N87°52'16"W ALONG THE EXISTING SOUTHERN MARGIN OF DEDEAUX ROAD FOR A DISTANCE OF 103.18 FEET TO A FOUND CONCRETE MONUMENT;

THENCE N00°03'02"W ALONG THE EXISTING SOUTHERN MARGIN OF DEDEAUX ROAD FOR A DISTANCE OF 19.19 FEET TO A FOUND 3/8" IRON ROD;

THENCE N89°42'04"W ALONG THE EXISTING SOUTHERN MARGIN OF DEDEAUX ROAD FOR A DISTANCE OF 129.59 FEET BACK TO THE POINT OF BEGINNING.

THE PROPERTY CONTAINS 4,380 SQUARE FEET OR 0.100 OF AN ACRE, MORE OR LESS AND IS LOCATED IN A PART OF SAID LOT 1 AS PER MAP OR PLAT ENTITLED "GULFPORT PROMENADE", ALSO BEING A PART OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 7, TOWNSHIP 7 SOUTH, RANGE 10 WEST, 1ST JUDICIAL DISTRICT, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI.

Gulfport
MISSISSIPPI

JOB #: 0512-21
DRAWN BY: CRT
CHECKED BY: GRM
DATE: 08/02/2022

SURVEY OF
PROPOSED AREAS OF DEDICATION FOR DEDEAUX ROAD
RIGHT-OF-WAY WIDENING PROJECT
TO THE CITY OF GULFPORT

CITY OF GULFPORT ENGINEERING DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507

This is to certify that I have surveyed the property/easement described and delineated hereon, and that the monuments and lines are correctly shown to the best of my knowledge and belief.

GEORGE R. MOONEY
PROFESSIONAL SURVEYOR
CLASS "RP" SURVEY

GEORGE R. MOONEY
REGISTERED PROFESSIONAL LAND SURVEYOR
PLS 2797
STATE OF MISSISSIPPI

1st JUDICIAL DISTRICT
Instrument 2023-0011397-T-J1
Filed/Recorded 06/15/2023 3:40:01 PM
Total Fees 27.00
5 Pages Recorded

This Instrument prepared by and to be returned to:
Margaret Murdock, Esq.
City Attorney's Office
P.O. Box 1780
Gulfport, Mississippi 39502
(228) 868-5811

PARTIAL RELEASE OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR and NO/100 Dollars ($1.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned,

HYUNDAI CAPITAL AMERICA
3161 Michelson Drive, Suite 1900
Irvine, California 92612
Telephone: (949) 468-4000

does hereby release and discharge from the lien of that certain Deed of Trust executed by

MBH GPT REAL ESTATE, LLC
328 North Columbia Street
Covington, Louisiana 70433
Telephone: (228) 897-1995

With Michael S. McKay, as Trustee, dated June 27, 2022, and recorded on June 28, 2022, as Instrument 2022-0016241-T-J1, in the office of the Chancery Clerk in Harrison County, Mississippi, the property more particularly described as follows, to-wit:

See Exhibit "A" and Exhibit "B" attached.

It being distinctly understood, however, that all other property in said Deed of Trust shall be and continue to remain in all respects encumbered by said Deed of Trust, and that all the covenants and undertakings in said Deed of Trust and the note thereby secured shall continue in full force and effect, and Hyundai Capital America shall continue to have all rights and powers granted to it under said Deed of Trust, except as to the above described premises.

INDEXING INSTRUCTIONS:

LOT 1, GULFPORT PROMENADE SUBDIVISION
City of Gulfport, First Judicial District
Harrison County, Mississippi

IN WITNESS WHEREOF, the undersigned HYUNDAI CAPITAL AMERICA has caused this Partial Release of Deed of Trust to be executed by its duly authorized officer on this 14 day of June, 2023.

HYUNDAI CAPITAL AMERICA

By: _____
Name: Scott Smith
Title: Director, Commercial and Insurance Operations

STATE OF GA
COUNTY OF Cobb

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 14 day of June, 2023, Scott Smith, who acknowledged to me that he/she is the duly elected or appointed Director, Commercial and Insurance Operations of HYUNDAI CAPITAL AMERICA, and that he/she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his/her free and voluntary act and deed, after first being duly authorized to do so.

_____
NOTARY PUBLIC

Notary Public
Alexander D. Bowers
Cobb County, GA
Exp. July 15, 2024

My Commission Expires:
07/15/2024

(SEAL)

EXHIBIT "A"

Parcel "C" on the survey attached hereto as Exhibit "B":

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, EAST ZONE 2301, NAD83-2011, GRID VALUES UTILIZING A CONVERGENCE ANGLE OF -00□06'06", A SCALE FACTOR OF 0.9999545866:

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THENCE N00□42'06"E FOR A DISTANCE OF 4.77 FEET TO A FOUND ½" IRON ROD ON THE EXISTING SOUTHERN MARGIN OF DEDEAUX ROAD;

THENCE N87□52'16"W ALONG THE EXISTING SOUTHERN MARGIN OF DEDEAUX ROAD FOR A DISTANCE OF 103.18 FEET TO A FOUND CONCRETE MONUMENT;

THENCE N00□03'02"W ALONG THE EXISTING SOUTHERN MARGIN OF DEDEAUX ROAD FOR A DISTANCE OF 19.19 FEET TO A FOUND 3/8" IRON ROD;

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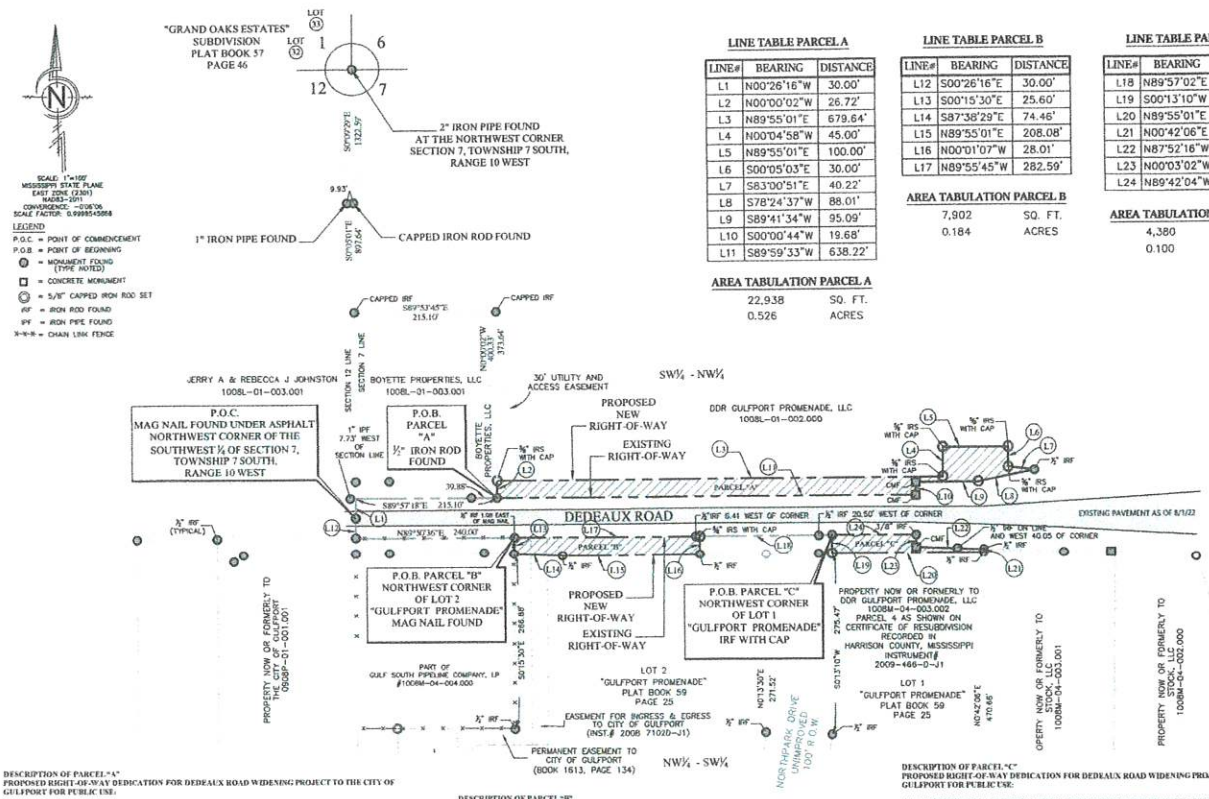
EXHIBIT "B"

- SEE ATTACHED SURVEY -



LINE TABLE PARCEL A

LINE#	BEARING	DISTANCE
L1	N00°26'16"W	30.00'
L2	N00°00'02"W	26.72'
L3	N89°55'01"E	679.64'
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L8	S78°24'37"W	88.01'
L9	S89°41'34"W	95.09'
L10	S00°00'44"W	19.68'
L11	S89°59'33"W	638.22'

AREA TABULATION PARCEL A

22,938 SQ. FT.
0.526 ACRES

LINE TABLE PARCEL B

LINE#	BEARING	DISTANCE
L12	S00°26'16"E	30.00'
L13	S00°15'30"E	25.60'
L14	S87°38'29"E	74.46'
L15	N89°55'01"E	208.08'
L16	N00°01'07"W	28.01'
L17	N89°55'45"W	282.59'

AREA TABULATION PARCEL B

7,902 SQ. FT.
0.184 ACRES

LINE TABLE PARCEL C

LINE#	BEARING	DISTANCE
L18	N89°57'02"E	200.87'
L19	S00°13'10"W	28.81'
L20	N89°55'01"E	232.77'
L21	N00°42'06"E	4.77'
L22	N87°52'16"W	103.18'
L23	N00°03'02"W	19.19'
L24	N89°42'04"W	129.59'

AREA TABULATION PARCEL C

4,380 SQ. FT.
0.100 ACRES

DESCRIPTION OF PARCEL "A"
PROPOSED RIGHT-OF-WAY DEDICATION FOR DEDEAUX ROAD WIDENING PROJECT TO THE CITY OF GULFPORT FOR PUBLIC USE:

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, EAST ZONE 2301, NAD83-2011, GRID VALUES UTILIZING A CONVERGENCE ANGLE OF -00°05'06", A SCALE FACTOR OF 0.9999545866

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S00°00'44"W FOR A DISTANCE OF 19.68 FEET TO A FOUND CONCRETE MONUMENT;
S89°59'33"W FOR A DISTANCE OF 638.22 FEET TO THE POINT OF BEGINNING.

THE PROPERTY CONTAINS 22,938 SQUARE FEET OR 0.526 OF AN ACRE, MORE OR LESS AND IS LOCATED IN THE SW ¼ OF THE NW ¼ OF SAID SECTION 7, TOWNSHIP 7 SOUTH, RANGE 10 WEST, 1ST JUDICIAL DISTRICT, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI.

DESCRIPTION OF PARCEL "B"
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THENCE N89°55'01"E ALONG THE NEW PROPOSED SOUTHERN MARGIN OF DEDEAUX ROAD FOR A DISTANCE OF 208.08 FEET TO A FOUND ½ IRON ROD;

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THE PROPERTY CONTAINS 7,902 SQUARE FEET OR 0.184 OF AN ACRE, MORE OR LESS AND IS LOCATED IN A PART OF SAID LOT 2 AS PER MAP OR PLAT ENTITLED "GULFPORT PROMENADE", ALSO BEING A PART OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 7, TOWNSHIP 7 SOUTH, RANGE 10 WEST, 1ST JUDICIAL DISTRICT, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI.

DESCRIPTION OF PARCEL "C"
PROPOSED RIGHT-OF-WAY DEDICATION FOR DEDEAUX ROAD WIDENING PROJECT TO THE CITY OF GULFPORT FOR PUBLIC USE:

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, EAST ZONE 2301, NAD83-2011, GRID VALUES UTILIZING A CONVERGENCE ANGLE OF -00°00'06", A SCALE FACTOR OF 0.9999545866

A PARCEL OF LAND SITUATED IN AND BEING A PART OF LOT 1 AS PER MAP OR PLAT ENTITLED "GULFPORT PROMENADE" ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI IN PLAT BOOK 59, PAGE 25. ALSO LOCATED IN THE NW ¼ OF THE SW ¼ OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 10 WEST, 1ST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI AND BEING MORE DESCRIBED AS FOLLOWS:

BEGIN AT A FOUND IRON ROD WITH CAP ON THE EXISTING SOUTH MARGIN OF DEDEAUX ROAD, ALSO BEING THE NORTHWEST CORNER OF SAID LOT 1 AS PER MAP OR PLAT ENTITLED "GULFPORT PROMENADE";

THENCE S00°13'10"W FOR A DISTANCE OF 28.81 FEET TO A SET 5/8" IRON ROD WITH CAP ON THE NEW PROPOSED SOUTHERN MARGIN OF DEDEAUX ROAD;

THENCE N89°55'01"E ALONG THE NEW PROPOSED SOUTHERN MARGIN OF DEDEAUX ROAD FOR A DISTANCE OF 232.77 FEET TO A FOUND ½" IRON ROD;

THENCE N00°42'06"E FOR A DISTANCE OF 4.77 FEET TO A FOUND ½" IRON ROD ON THE EXISTING SOUTHERN MARGIN OF DEDEAUX ROAD;

THENCE N87°52'16"W ALONG THE EXISTING SOUTHERN MARGIN OF DEDEAUX ROAD FOR A DISTANCE OF 103.18 FEET TO A FOUND CONCRETE MONUMENT;

THENCE N00°03'02"E ALONG THE EXISTING SOUTHERN MARGIN OF DEDEAUX ROAD FOR A DISTANCE OF 19.19 FEET TO A FOUND 5/8" IRON ROD;

THENCE N89°42'04"W ALONG THE EXISTING SOUTHERN MARGIN OF DEDEAUX ROAD FOR A DISTANCE OF 129.59 FEET BACK TO THE POINT OF BEGINNING.

THE PROPERTY CONTAINS 4,380 SQUARE FEET OR 0.100 OF AN ACRE, MORE OR LESS AND IS LOCATED IN A PART OF SAID LOT 1 AS PER MAP OR PLAT ENTITLED "GULFPORT PROMENADE", ALSO BEING A PART OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 7, TOWNSHIP 7 SOUTH, RANGE 10 WEST, 1ST JUDICIAL DISTRICT, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI.

Gulfport MISSISSIPPI

JOB #: 0512-21
DRAWN BY: CRT
CHECKED BY: DRM
DATE: 08/02/2022

SURVEY OF
PROPOSED AREAS OF DEDICATION FOR DEDEAUX ROAD RIGHT-OF-WAY WIDENING PROJECT TO THE CITY OF GULFPORT

CITY OF GULFPORT ENGINEERING DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507

This is to certify that I have surveyed the property shown hereon and that the monuments are as shown and that the requirements of the laws of the State of Mississippi have been complied with to the best of my knowledge and belief.

PATRICK R. MOONEY
REGISTERED PROFESSIONAL LAND SURVEYOR
MS. LICENSE #2717
CLASS "B" SURVEY

P. R. MOONEY 2717 REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF MISSISSIPPI

EXHIBIT
B

ASSOCIATED ADJUSTERS

June 22, 2022

VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Mississippi Workers' Compensation Commission
Attn: Business Office
1428 Lakeland Drive
Jackson, MS 39216

RE: MWCC Annual Assessment
Employer: City of Gulfport
Invoice #: 2301-3308

To Whom It May Concern:

Please be advised that we handle the Workers' Compensation Claims for the City of Gulfport. The City of Gulfport has requested that we forward to you the attached check in the amount of $9,364.54 to satisfy the Commission's Annual Assessment fee for the period of 01/01/22 through 12/31/22.

Should you need anything further, please let me know.

Sincerely,

ASSOCIATED ADJUSTERS

Berry Gorman
berry.gorman@cadenceinsurance.com

BG/jf

Enclosure – Check # 26006

cc: Leonard Papania, Chief Administrative Officer
Todd Harman, Comptroller City of Gulfport
Rashida Bell, City Clerk City of Gulfport
Kaley Bourgeois, Administrative Assistant City of Gulfport
Jeff Bruni, Esquire, City Attorney
Frank Bordeaux, Cadence Insurance
Walt Warren, Associated Adjusters

CITY OF GULFPORT CLAIMS

City of Gulfport

Claimant
Gulfport Work Comp

Check Number:	26006
Check Amount:	$9,364.54
Check Date:	06/21/2023
Claimant:	Gulfport Work Comp
Claim No:	AAI-0039414
Date of Loss:	06/01/2023
Adjuster:	
Payee Name:	MS Workers Compensation Commission
Invoice No:	2301-3308

Payable Comment
Invoice No. 2301-3308

	Service Date	Service Code and Description		Service Amount	Approved Amount	Reduction
1	06/12/2023			$9,364.54	$9,364.54	$0.00
			Totals	**$9,364.54**	**$9,364.54**	**$0.00**

THIS DOCUMENT CONTAINS SECURITY FEATURES – SEE BACK FOR DETAILS

City of Gulfport Claims
Contingency Fund
PO Box 1780
Gulfport MS 39502

Hancock Bank
One Hancock Plaza
Gulfport, MS 39502

Claim No: AAI-0039414
Check Date: 06/21/2023

026006

Pay Nine Thousand Three Hundred Sixty Four and 54/100 dollars $9,364.54

VOID AFTER 90 DAYS

To The Order Of:
MS Workers Compensation Commission
Attention: Business Office
PO Box 5300
Jackson, MS 39296-5300

AUTHORIZED SIGNATURE

⑈026006⑈ ⑆065503681⑆ 0049384197⑈

ANNUAL ASSESSMENT

of

MISSISSIPPI WORKERS' COMPENSATION COMMISSION

Post Office Box 5300

Jackson, MS 39296-5300

FILE COPY

INVOICE

DATE: June 12, 2023

To: CITY OF GULFPORT
BARRY GORMAN
ASSOCIATED ADJUSTERS, INT
P O BOX 357
GULFPORT, MS 39502-0000

INV. NO.: 2301 - 3308

STATUTORY MINIMUM ASSESSMENT		$ 250.00
Gross compensation and medical supplies and services reported for period of one year ending DEC. 31, 2022	434,025.66	
Rate of Assessment	2.10 %	
PRORATED ASSESSMENT		9,114.54
LATE REPORTING PENALTY		0.00
LATE RECEIPT OF PAYMENT PENALTY		0.00
LESS PAYMENTS RECEIVED		0.00
BALANCE DUE		$ 9,364.54

*This assessment is subject to a penalty of 10% if not received by this Commission on or before July 12, 2023 which is 30 days from date of this invoice. An additional 10% penalty may be added for each 30 day period such amount remains unpaid.

Assessment for Commission expenses for period of one year ending December 31, 2023
Authorized by Code Section 71-3-99 of the Mississippi Code of 1972, as amended.

MAKE PAYABLE TO: MISSISSIPPI WORKERS' COMPENSATION COMMISSION

MAIL TO:. MS WORKERS' COMPENSATION COMM.
ATTENTION: BUSINESS OFFICE
P. O. BOX 5300
JACKSON, MS 39296-5300

OR OVERNIGHT TO: MS WORKERS' COMPENSATION COMM.
ATTENTION: BUSINESS OFFICE
1428 LAKELAND DRIVE
JACKSON, MS 39216