



**RECESS MEETING AGENDA
CITY OF OCEAN SPRINGS - MAYOR & BOARD OF ALDERMEN
TUESDAY, APRIL 21, 2026 - 6:00 PM**

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS/PRESENTATIONS

- a. PROCLAMATION: National Day of Prayer — May 7, 2026
- b. PROCLAMATION: In Celebration of National Junior Auxiliary Week
- c. PRESENTATION: JCUA - Update Report
- d. PRESENTATION: 2025-2026 Mayor's Youth Council

4. AGENDA PUBLIC COMMENT *** The Public is invited to address the Board for up to 5 minutes each for a maximum period of 30 minutes, **ONLY regarding issues listed on this agenda.** The Board will take all comments under advisement for potential action if warranted. **Please identify yourself and the agenda item.** If no agenda item is stated, you will be asked to hold your comment until General Public Comment at the end of the meeting.*

5. OLD BUSINESS

- a. Discussion of Scheduling a Work Session for Bicycle Safety Plan

6. NEW BUSINESS

- a. Discussion of Public Records Requests Process and Associated Fees

7. CONSENT AGENDA ** All matters listed under Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion. There will not be a separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.*

Mayor:

- a. Authorize and waive all associated fees for St. Alphonsus to set up their annual fundraiser at the Civic Center on Thursday, April 23, 2026, from 10:00 a.m. - 10:00 p.m.; to advertise the resources of the City

- b. Authorize and waive all associated fees for the Ocean Springs School District to host an academic celebration for the 7th graders at Fort Maurepas on May 1, 2026, from 8:45 a.m. - 1:00 p.m.; to advertise the resources of the City
- c. Approve the Special Event Permit Application for Mosaic Church Family Fun Night on June 11, 2026, from 6:00 p.m. to 8:00 p.m., setup time is 2:30 p.m. with tear down at 8:45 p.m. at Fort Maurepas/Fort Maurepas Stage/Front Beach, at no cost to the City; the applicant pays the associated event cost
- d. Authorize the Mayor to execute the 2026 Cruisin' the Coast Venue Proposal and Memorandum of Understanding (MOU) for the event scheduled for October 8–10, 2026

City Clerk:

- e. Approve Minutes: Special Call Meeting April 2, 2026
- f. Approve Minutes: Regular Meeting April 7, 2026

Police Department:

- g. Accept OSPD Monthly Report for March 2026

Fire Department:

- h. Accept OSFD Monthly Report for March 2026

Human Resources/Risk Management:

- i. Accept the resignation of Civil Service Commissioner Kevin Westbrook, effective March 17, 2026; authorize advertisement of the vacancy
- j. Authorize removing Police Deputy Chief Matthew Morvant from probationary status to full time status, effective immediately
- k. Accept resignation of Animal Control Officer Ronnie Ryan, effective April 17, 2026; authorize to begin the process of filling the vacant position
- l. Accept resignation of Fire Captain Samantha Guthrie effective April 22, 2026; authorize to begin the process of filling the vacant position
- m. Authorize promotion of Firefighter Joshua Brown to Captain, effective April 25, 2026; \$18.64 hourly rate; six months probationary status
- n. Authorize employment of Alex Torres, Firefighter, effective May 7, 2026; \$14.05 hourly rate; one year probationary status, pending successful completion of all pre-employment requirements

Planning Commission (PC):

- o. Accept PC Meeting Minutes for March 10, 2026
- p. Approve the request for Final Plat of Madison Place Phase 2A Subdivision - PIDN: 60124060.000; PC recommends approval

- q. Deny a request for a lot split at 605 Ward Ave - PIDN: 60130250.000; PC recommends denial

Zoning Adjustment Board (ZAB):

- r. Accept ZAB Meeting Minutes for March 10, 2026

Historic Preservation Commission (HPC):

- s. Accept HPC Meeting Minutes for March 12, 2026
- t. Approve a request for Certificate of Appropriateness (COA) to remove the existing fence and construct a 4' tall white vinyl picket fence in the same exact location as the existing fence at 921 Ocean Ave & 309 Washington Ave - PIDN: 60137394.000 & 60137392.000; HPC recommends approval

Grants Administration:

- u. Authorization to Execute Change Order #1 for the Lift Station Improvements Related to the ARPA/MCWI Downtown Sewer Improvement Project – 455-1-CW-5.5 – Jumeaux, Inc. to deduct \$6.62

Building Department:

- v. Accept the Building Department Permit Report for March 2026
- w. Accept Code Enforcement Report through April 15, 2026
- x. Approve the Building Official's recommendations for the tree applications received through April 15, 2026

Parks & Recreation Department:

- y. Approve facility use agreement for YMCA use of Taconi Basketball Gym for Adult Basketball from April 19, 2026 — May 31, 2026
- z. Approve a facility use agreement for YMCA Summer Programs use of Taconi Gym starting Wednesday, June 3rd, from 1pm to 4 pm and continuing every Wednesday until July 29, 2026
- aa. Authorize and waive all associated fees for the Dale Brown Sports Academy to use the Taconi Basketball Gym on June 26, 27, and 28, 2026, to advertise the resources of the City

8. DEPARTMENT REPORTS

- a. City Clerk: Approve payment: Docket of Claims, all expenditures are appropriate and authorized by law, and spread the summary on the Minutes
- b. City Clerk: Authorize the adjustment of water/sewer accounts due to a finding that the customers did not receive the benefit of the utility and the excess usage was due to unforeseen circumstances

9. GENERAL PUBLIC COMMENT *The public is invited to address the Board, for up to 5 minutes each for a maximum period of 30 minutes. The Board will take all*

*comments under advisement to take potential action at a later date if warranted. Priority will be given to Ocean Springs residents and Business Owners. **Please identify yourself before speaking.***

10. MAYOR AND ALDERMEN'S FORUM

11. EXECUTIVE SESSION

ADJOURN UNTIL 6:00 P.M. on MAY 5, 2026



PROCLAMATION

NATIONAL DAY OF PRAYER

MAY 7, 2026

WHEREAS, throughout the history of the United States, Americans have turned to prayer in every generation, seeking guidance, protection, and provision, and asking for continued blessings upon our nation; and

WHEREAS, from the earliest days of our country; including the Mayflower Compact, the Declaration of Independence, and the formation of our state constitutions; acknowledgment of divine providence has been woven into the foundation of our national heritage; and

WHEREAS, the National Day of Prayer was established by Public Law in 1952, signed by President Harry S. Truman, and later amended in 1988 by President Ronald Reagan, designating the first Thursday in May of each year as a day for Americans to unite in prayer and reflection; and

WHEREAS, on Thursday, May 7, 2026, citizens in Ocean Springs and across the nation will observe the National Day of Prayer under the theme, "*Glorify God Among the Nations, Seeking Him in All Generations,*" inspired by 1 Chronicles 16:24: "*Tell of His glory among the nations, His wonderful deeds among all the peoples.*"; and

WHEREAS, this observance provides an opportunity for individuals, families, churches, and community organizations to come together in prayer for our city, state, and nation;

NOW, THEREFORE, I, Bobby Cox, Mayor of the City of Ocean Springs, do hereby proclaim May 7, 2026, as

NATIONAL DAY OF PRAYER

in the City of Ocean Springs, and encourage all citizens to observe this day in accordance with their faith and traditions, joining in prayer for our community and our nation.

IN WITNESS WHEREOF I HAVE
HEREUNTO SET MY HAND AND
CAUSED THE SEAL OF THIS CITY
TO BE AFFIXED



PROCLAMATION

**IN CELEBRATION OF NATIONAL JUNIOR AUXILIARY WEEK
APRIL 6–10, 2026**

WHEREAS, the Junior Auxiliary of Biloxi-Ocean Springs, a chapter serving Biloxi, Ocean Springs, and the surrounding communities as part of the 85-year-old National Association of Junior Auxiliaries, Inc., represents a meaningful commitment by women to be active and constructive participants in their community and to assume responsible leadership in addressing community needs; and

WHEREAS, the mission of the National Association of Junior Auxiliaries, Inc. is to encourage member chapters to provide charitable services beneficial to the general public, with particular emphasis on children, while cooperating with other organizations performing similar services; and

WHEREAS, the Junior Auxiliary of Biloxi-Ocean Springs has faithfully served the Biloxi-Ocean Springs area since 1965, working diligently to fulfill this mission, and the community greatly values and appreciates its continued dedication and impact;

NOW, THEREFORE, BE IT PROCLAIMED, that I, Bobby Cox, Mayor of the City of Ocean Springs, Mississippi, do hereby designate the week of April 6–10, 2026, as

JUNIOR AUXILIARY WEEK

in Ocean Springs, Mississippi, sponsored by the National Association of Junior Auxiliaries, Inc., and urge all citizens, civic and fraternal organizations, news media, and community groups to join in recognizing and honoring Junior Auxiliary volunteers for their longstanding service and positive contributions to our community.

**IN WITNESS WHEREOF I HAVE
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CAUSED THE SEAL OF THIS CITY
TO BE AFFIXED**

Ocean Springs Water & Sewer

High Level Review and Discussion of Utilities from a Regional Perspective

Population Growth in the Ocean Springs Area

Area	2000	2010	2020	2025	Growth
Ocean Springs	17,225	17,442	18,429	19,100	+11%
St. Martin	6,680	7,730	8,500	9,200	+58%
Gulf Hills	5,900	7,140	8,520	9,000	+80%
Latimer	4,290	6,080	6,720	6,900	+61%
Gulf Park Est.	4,270	5,720	5,970	6,600	+55%
Total	38,365	44,112	48,139	50,800	+32%

Source: Census.Gov

Note: The Communities listed represent the Census Designated Places as noted by the US Census and therefore may contain areas not normally known as being part of those communities. For example, Gulf Park Estates CDP also includes St. Andrews, South Pointe, Rosewood Estates, and Ocean Beach Estates communities.

For context, the only cities in Mississippi with a population over 50,000 are:

- Jackson 135,670
- Gulfport 75,491
- Southaven 58,816

Impacts to Ocean Springs

Growth around Ocean Springs is real—and it's putting visible pressure on roads, schools, and daily life.

Traffic flows again across busy MS Coast bridge that was briefly stuck open

A malfunction that briefly caused the Fort Bayou Drawbridge to become stuck open Tuesday morning has been fixed, the Mississippi Department of...



Ocean Springs School District to expand two of its elementary schools

Long-planned MDOT widening projects on Hwy 90, Hwy 49 receive state funding

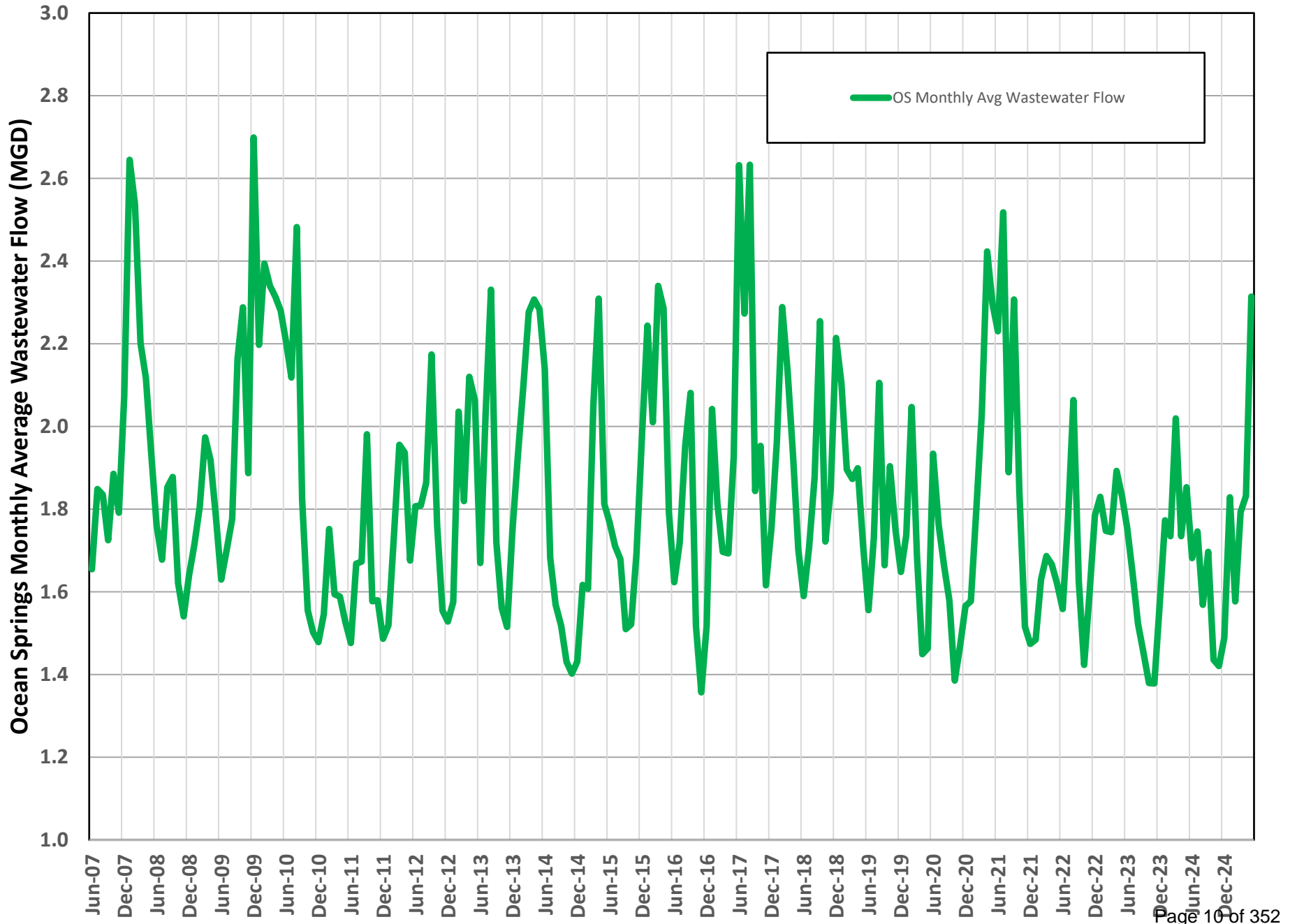
Widening Highway 90 through Ocean Springs has long been a dream for drivers stuck in afternoon traffic. Now, the widening project can finally move forward...

As the Mississippi Gulf Coast grows, traffic is surging. How will that change the roads?

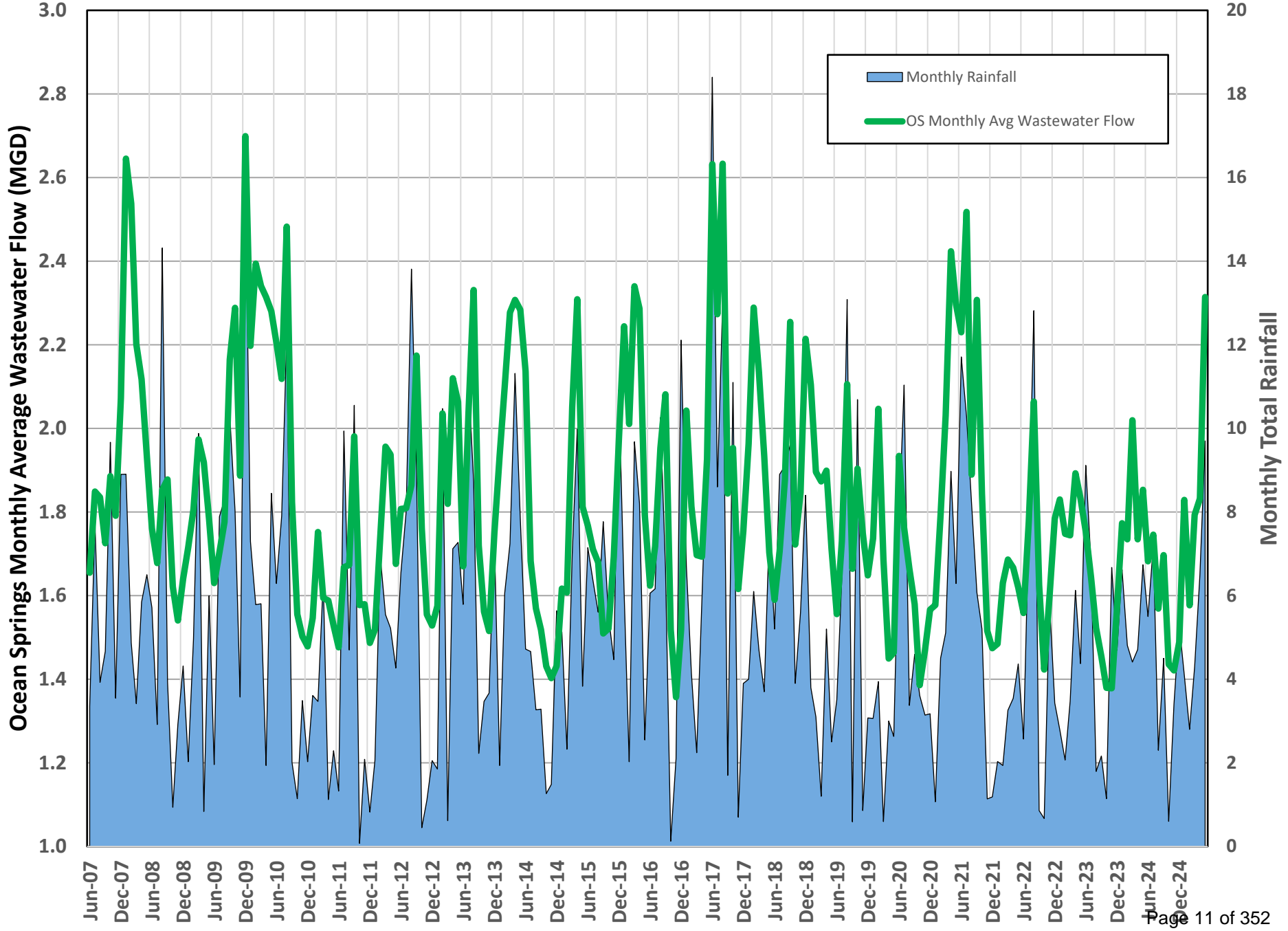
Traffic is increasing along the Mississippi Gulf Coast as an influx of newcomers move

Question: How has the population growth within OS impacted the wastewater flow being treated by JCUA?

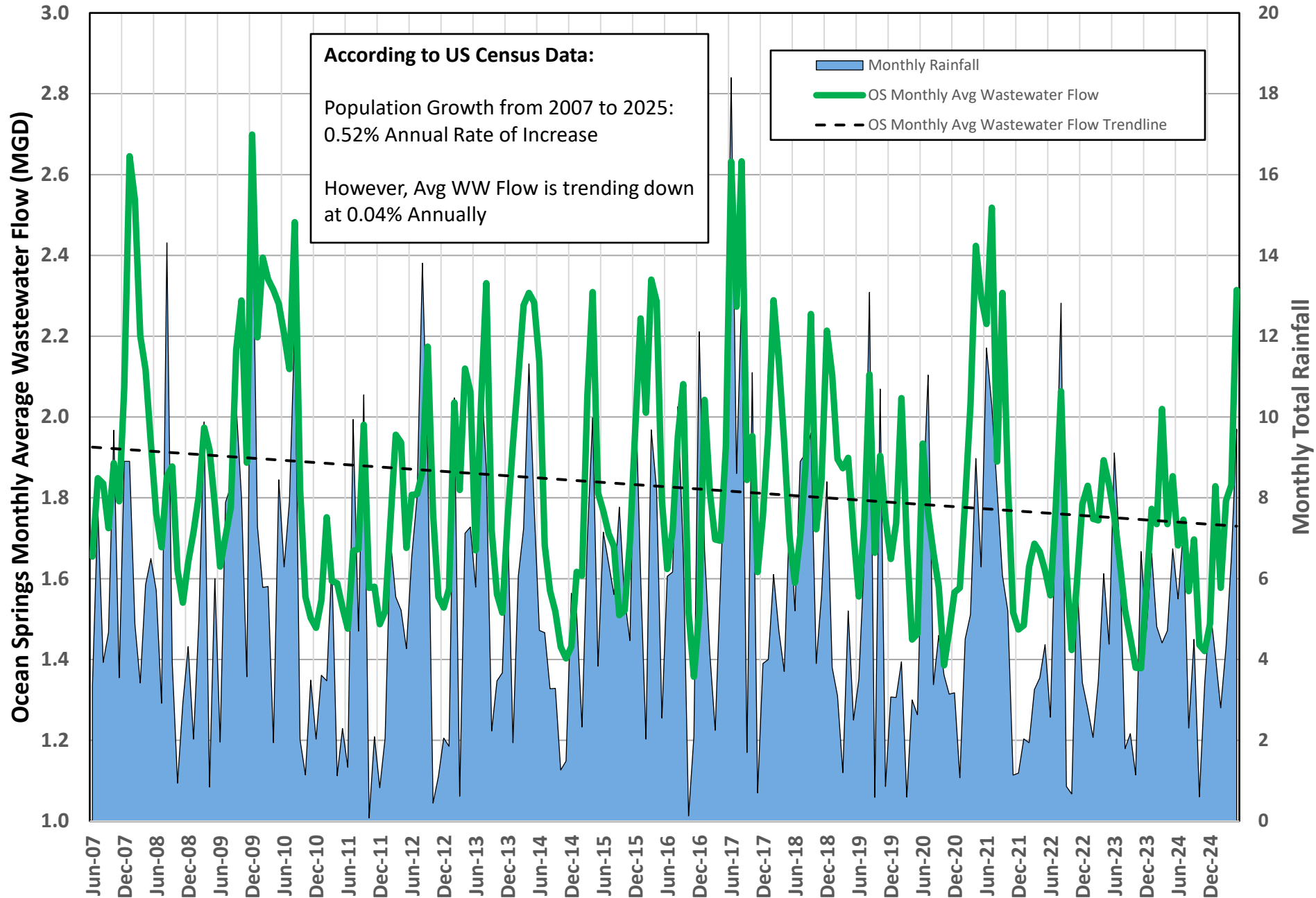
Ocean Springs Wastewater Data for Flow Years 2007-2025




Ocean Springs Wastewater Data for Flow Years 2007-2025 with Rainfall Data Shown



Ocean Springs Wastewater Data for Flow Years 2007-2025





How did Ocean Springs flow decrease while population slightly increased?

Manhole Lining – OS Lined several hundred vertical linear feet between 2012 and 2019

Pipeline Lining and Repair – OS performed several thousand feet of CIPP lining and pipe replacements between 2012 and 2019

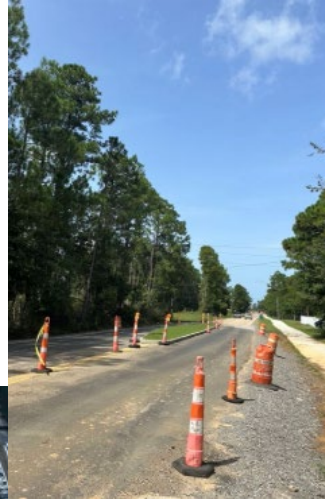
This doesn't mean that all wastewater infrastructure problems have been corrected

It's an ongoing process for all sewer systems

As it relates to Water and Sewer, Ocean Springs has not been negatively affected by the population growth because that growth has largely been in surrounding areas that are being served by other entities



While Ocean Springs may not be seeing large upswings in water and sewer usage, there still exists a need for an ongoing Capital Improvements Plan as these and all other infrastructure within a city must routinely be repaired or replaced





Bobby Cox | Mayor
Matthew Hinton | Alderman at Large
Steve Tillis | Alderman Ward 1
Karen Stennis | Alderman Ward 2

Kevin Wade | Alderman Ward 3
Shannon Pfeiffer | Alderman Ward 4
Rob Blackman | Alderman Ward 5
Julie Messenger | Alderman Ward 6



228.875.4236 | www.oceansprings-ms.gov

MEMORANDUM

To: Mayor & Board of Aldermen
From: Christine Millard, City Clerk
Re: Discussion of Scheduling a Work Session for Bicycle Safety Plan
Section: OLD BUSINESS
Meeting Date: April 21, 2026

At the request of Alderman Pfeiffer, this item has been placed on the agenda following discussion at the April 7, 2026 meeting regarding bicycle safety and the potential development of a bicycle safety plan.

The proposed work session would allow the Mayor and Board of Aldermen to review existing conditions, discuss safety concerns, and consider potential strategies or planning efforts related to bicycle safety within the City.



Bobby Cox | Mayor
Matthew Hinton | Alderman at Large
Steve Tillis | Alderman Ward 1
Karen Stennis | Alderman Ward 2

Kevin Wade | Alderman Ward 3
Shannon Pfeiffer | Alderman Ward 4
Rob Blackman | Alderman Ward 5
Julie Messenger | Alderman Ward 6



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MEMORANDUM

To: Mayor & Board of Aldermen
From: Christine Millard, City Clerk
Re: Discussion of Public Records Requests Process and Associated Fees
Section: NEW BUSINESS
Meeting Date: April 21, 2026

At the request of Alderman Messenger, this item has been placed on the agenda to allow for discussion regarding the City's public records request process and associated fees.

The City of Ocean Springs processes public records requests in accordance with the Mississippi Public Records Act. Requests are submitted in writing to the City Clerk's Office and must reasonably describe the records being requested. The City responds within the timeframe required by law.

Many commonly requested records are already available on the City's website and can be accessed without submitting a formal request. The website includes a search feature that allows users to locate documents by entering specific terms such as property addresses, subdivision or project names, topics (e.g., zoning, drainage, short-term rentals), meeting dates, or department-related keywords. The City has developed draft instructions to assist the public in navigating the website and locating records more efficiently. These instructions are intended to improve access and reduce the need for formal records requests.

Fee Structure:

The City's public records fees are limited to standard copies and staff time and are designed to remain reasonable while covering costs associated with fulfilling requests. Current fees include:

- \$0.25 per page for black and white copies
- \$20.00 per hour for staff time, billed in 15-minute increments

In certain cases, such as email or video searches, the City utilizes an outside agency. In those instances, the outside agency provides an estimate for the work required. The \$37.50 email search estimate reflected in the fee schedule is the current base estimate provided by the outside vendor and is not a fee set or retained by the City. Any costs associated with these services are passed through at the vendor's established rate.

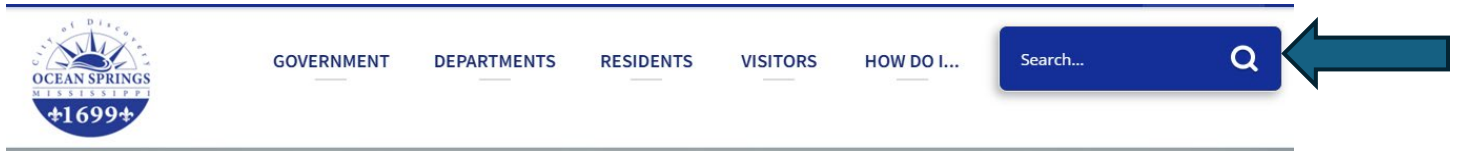
Overall, the City's current process is designed to provide reasonable public access to records while ensuring that costs associated with more complex requests are appropriately managed.

Easily Search the City Website

Many commonly requested City records are already available online. Use the steps below to quickly find information without submitting a public records request.

Step 1: Go to the City Website - Visit: <https://oceansprings-ms.gov/>

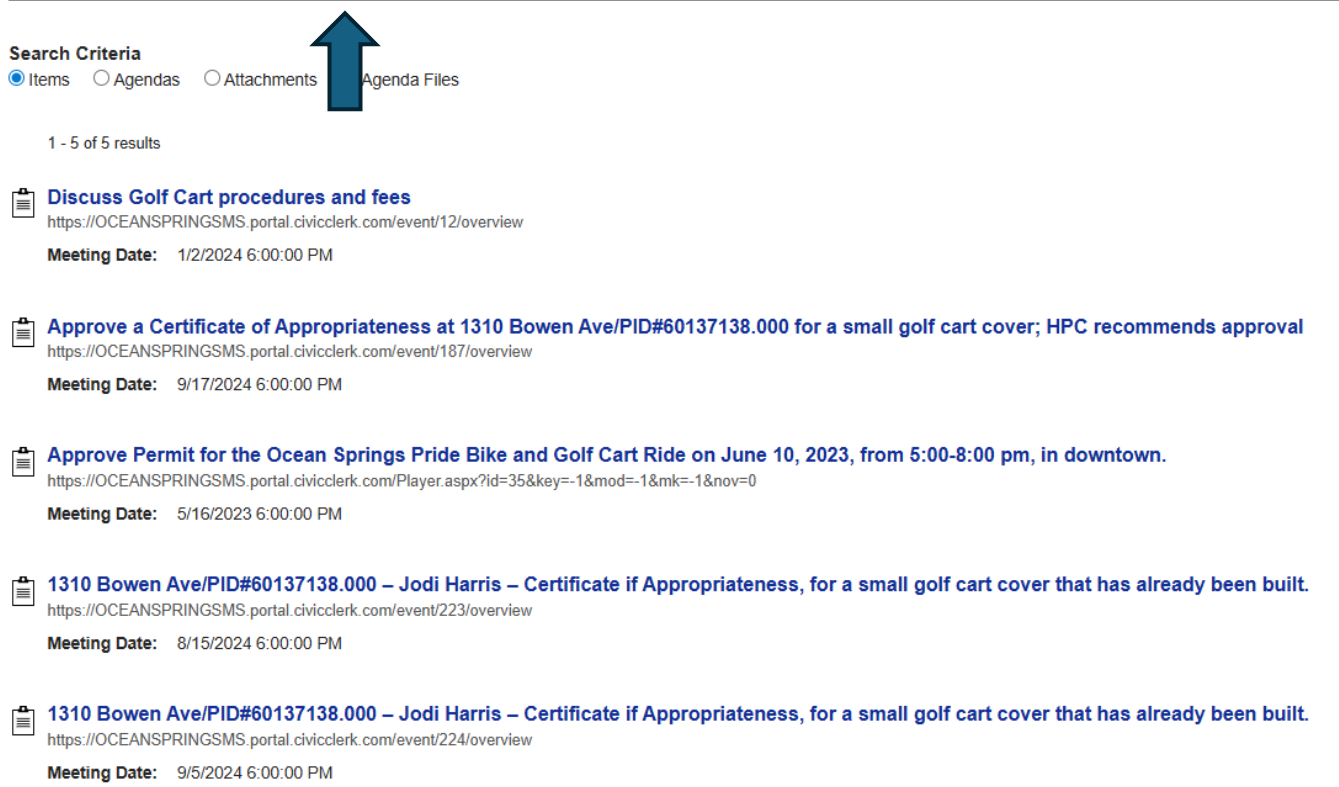
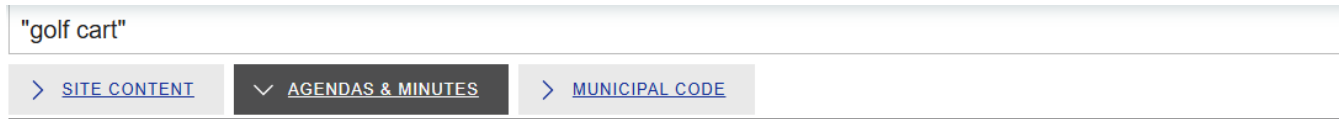
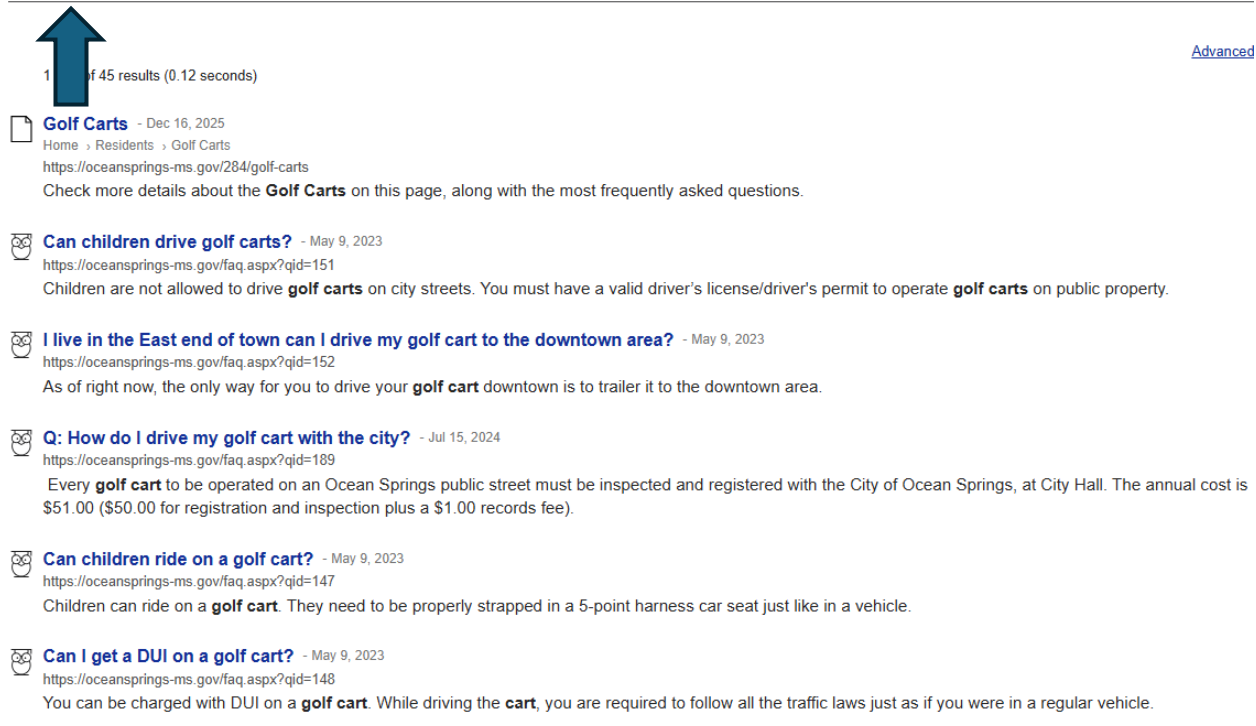
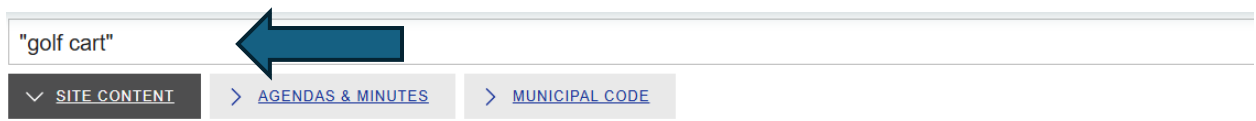
Step 2: Use the Search Tool - Click on the **magnifying glass search bar** at the top of the page.



Step 3: Enter Specific Search Terms - For best results, search using specific terms.



You can also filter your results by selecting tabs such as **Site Content**, **Agendas & Minutes**, or **Municipal Code** to narrow your search.



"golf cart"

Search Criteria

Codes Ordinances Documents



1 - 3 of 3 results

- Sec. 14-128. - Registration requirements.**
Code of Ordinances, Zoning and Subdivisions / Chapter 14 - MOTOR VEHICLES AND TRAFFIC / ARTICLE V. - GOLF CARTS AND LOW-SPEED VEHICLES
Every golf cart and low-speed vehicle shall be subject to an on-site inspection prior to its operation on a public road or street. Every golf cart and low-speed vehicle
- Sec. 14-127. - Permissible operation.**
Code of Ordinances, Zoning and Subdivisions / Chapter 14 - MOTOR VEHICLES AND TRAFFIC / ARTICLE V. - GOLF CARTS AND LOW-SPEED VEHICLES
(b) Any person operating a golf cart or low-speed vehicle on the public roads and streets must have in his or her possession
- Sec. 14-125. - Definitions.**
Code of Ordinances, Zoning and Subdivisions / Chapter 14 - MOTOR VEHICLES AND TRAFFIC / ARTICLE V. - GOLF CARTS AND LOW-SPEED VEHICLES
steering. Commonly referred to as an ATV. Golf cart means a motor vehicle that is designated and manufactured for operation on a golf

You can refine your search results by adjusting your keywords. **Tip:** Using specific search terms like an address, project name, or topic in quotations will provide the most accurate results.

Examples include:

- **Property address or location** (e.g., “123 Main”, “1018 Porter”, “Little Children’s Park”)
- **Subdivision or project name** (e.g., “Madison Place”, “Parktown”, “Gay-Lemon”)
- **Topic or issue** (e.g., “zoning,” “short-term rentals,” “drainage”)

"low-speed vehicles"

▼ [SITE CONTENT](#) > [AGENDAS & MINUTES](#) > [MUNICIPAL CODE](#)



1 - 9 of 9 results (0.16 seconds)

[Advanced Search](#)

- Golf Carts** - Dec 16, 2025
Home > Residents > Golf Carts
<https://oceansprings-ms.gov/284/golf-carts>
City of Ocean SpringsOceans Springs Police DepartmentGolf Cart and **Low Speed Vehicles** (LSV) Use on Public City StreetsCity of Ocean Springs Ordinance Chapter 14, Article V, sets forth the requirements and parameters for the operation of golf carts on public streets within the City limits.
- 2017-12-19 Recess Meeting** - Feb 20, 2025
<https://oceansprings-ms.gov/documentcenter/view/1737>
The City Attorney clarified how this will work in order to get the ordinance passed to allow these golf carts and **low -speed vehicles** on certain streets.
573 KB
- 2018-05-01 Regular Meeting** - Feb 20, 2025
<https://oceansprings-ms.gov/documentcenter/view/1752>
REGULAR MEETING OF MAY 11 2018 Be it remembered that the Mayor and Board of Aldermen of the City of Ocean Springs met in a Regular Meeting at City Hall in the City of Ocean Springs at 6: 00 p. m. on May 1, 2018.
308 KB
- 2020-11-04 Regular Meeting_Minutes** - Feb 20, 2025
<https://oceansprings-ms.gov/documentcenter/view/1817>
Motion was made by Alderman Blackman and seconded by Alderman Cox to adopt an Ordinance; an amendment to Code of Ordinances to revise Chapter 14, Article 1, Section 14- 10(a)(3) regarding the **speed** limit on various streets (Exhibit 5- c).
608 KB
- 2018-02-06 Regular Meeting** - Feb 20, 2025
<https://oceansprings-ms.gov/documentcenter/view/1741>
OLD BUSINESS and ADDENDUM Motion made by Alderman Authement, seconded by Alderman Cox and unanimously carried to adopt a Resolution of the City of Ocean Springs, Mississippi to Request Local and Private Legislation to Permit Golf Carts and **Low -Speed Vehicles** on Certain Streets (Exhibit A - 1a).

Step 4: Review Results

Click on the most relevant link to open the document.

You may see results from agendas, minutes, or other City records.

Still Can't Find What You're Looking For?

If you are unable to locate the record online, you may submit a public records request through the City Clerk's Office.



Bobby Cox | Mayor
Matthew Hinton | Alderman at Large
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Kevin Wade | Alderman Ward 3
Shannon Pfeiffer | Alderman Ward 4
Rob Blackman | Alderman Ward 5
Julie Messenger | Alderman Ward 6



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MEMORANDUM

To: Mayor & Board of Aldermen

From: Sara Stevenson, Parks Administrator

Re: Authorize and waive all associated fees for St. Alphonsus to set up their annual fundraiser at the Civic Center on Thursday, April 23, 2026, from 10:00 a.m. - 10:00 p.m.; to advertise the resources of the City

Section: CONSENT AGENDA

Meeting Date: April 21, 2026

Please authorize and waive all associated fees for St. Alphonsus to set up their annual fundraiser at the Civic Center on Thursday, April 23, 2026, from 10:00 a.m. - 10:00 p.m.; to advertise the resources of the City.

Parks and Recreation does not have any conflicting events that would prohibit St. Al's from using the venue.

Thank you,

Sara Stevenson



April 13, 2026

Sara Stevenson
City of Ocean Springs
P.O. Box 1800
Ocean Springs, MS 39564

Dear Ms. Stevenson,

Thank you so much for your assistance with our event. We are thrilled to be hosting our annual fundraiser on April 24, 2026. As discussed, we have rented the facility at the OS Civic Center from April 24-25 but would also request to include Thursday, April 23 and have the fee waived.

I have included the information for our event, as well as our tax information. Should you have any questions or concerns, please do not hesitate to reach out. My phone number is 720-933-1871.

Sincerely,

Beth Blystone
Co-President



February 1, 2026

Dear Community Partner:

We are delighted to invite you to our 9th annual *St. Alphonsus Soirée: An Evening of Light*. This year's event will be held at the Ocean Springs Civic Center on Friday, April 24, 2026, from 7:00 to 11:00pm. The evening will feature a silent auction, split-the-pot raffle, food, drinks, dancing, and a live band performance - a perfect evening out to support St. Alphonsus!

St. Alphonsus Catholic School has provided unparalleled education for families in our community for 143 years, and we have big dreams for the future. The school's ability to grow and thrive is built upon the generosity of its parents, parishioners, alumni and community members like you. With your support, St. Alphonsus provides the necessary tools and resources our students need to develop the strong moral character and outstanding academic work ethic outlined in our vision, "Live like Saints, Learn for Life." Students are prepared for success in middle school, high school and beyond when they graduate from St. Alphonsus.

To make *An Evening of Light* shine, we need your help. Please see the enclosed outline of the various support opportunities available. The funds raised at our soiree go directly to the school and allow us to provide facility improvements, semi-annual teacher bonuses, technology enhancements and other added benefits for students and staff.

Thank you for your generous support and consideration. We hope to see you on April 24 for *An Evening of Light*!

God bless,

Sara Kennedy & Beth Blystone, PTO Co-Presidents

Sheila Kowaleski, Sponsorship Chair

CC: Eleanor Hartzog, Principal

St. Alphonsus Catholic School is recognized as a 501c3 organization.

We will provide tax statements for your contributions. Page 22 of 352

ST. ALPHONSUS PTO CORDIALLY
INVITES YOU TO

ST. ALPHONSUS SOIRÉE
An Evening of Light

FRIDAY

APR
24
2026

7PM-11PM

OCEAN SPRINGS CIVIC CENTER
3730 BIENVILLE BLVD. OCEAN SPRINGS
SILENT AUCTION AND SPLIT-THE-POT RAFFLE

\$85/TICKET

SEMIFORMAL OR
COCKTAIL ATTIRE

PLEASE VISIT
STALSPTO.COM
FOR MORE INFORMATION
ON HOW TO ATTEND
AND FURTHER SUPPORT
AN EVENING OF LIGHT





FRIDAY

APR
24
2026

7PM-11PM

HOSTED AT
OCEAN SPRINGS CIVIC CENTER
3730 BIENVILLE BLVD. OCEAN SPRINGS
SILENT AUCTION AND SPLIT-THE-POT RAFFLE
STALSPTO.COM

HEADLINE SPONSOR: \$5,000

HEADLINE PLACEMENT ON ALL EVENT BRANDING, INCLUDING ADVERTISING, SOCIAL MEDIA, SCHOOL AND CITY SIGNAGE, EVENT SIGNAGE, AND PARTY FAVORS.
SPECIAL SPONSORSHIP GIFT AND ADVERTISEMENT ON EVENT WEBSITE
20 GUESTS

DIAMOND: \$2,500

PREMIER PLACEMENT ON ALL EVENT BRANDING, INCLUDING ADVERTISING, SOCIAL MEDIA, SCHOOL AND CITY SIGNAGE, EVENT SIGNAGE, AND PARTY FAVORS.
SPECIAL SPONSORSHIP GIFT AND ADVERTISEMENT ON EVENT WEBSITE
10 GUESTS

PLATINUM: \$1,500

INCLUSION ON ALL ADVERTISING, SOCIAL MEDIA, EVENT SIGNAGE AND PARTY FAVORS,
INCLUSION ON EVENT WEBSITE.
SPONSORSHIP GIFT
8 GUESTS

GOLD: \$1,000

PROMOTION ON SOCIAL MEDIA AND EVENT SIGNAGE, SPONSORSHIP GIFT
6 GUESTS

SILVER: \$500

PROMOTION ON SOCIAL MEDIA AND EVENT SIGNAGE
4 GUESTS

BRONZE: \$250

PROMOTION ON SOCIAL MEDIA AND EVENT SIGNAGE
2 GUESTS

GENERAL ADMISSION: \$85/PERSON

TO BE INCLUDED ON PRINTED MATERIALS, RETURN BY **APRIL 10.
HAVE QUESTIONS OR NEED DOCUMENTATION?
EMAIL PTO@STAL.ORG*



YES! I WOULD LIKE TO SPONSOR* AN EVENING OF LIGHT

- HEADLINE \$5,000
- DIAMOND \$2,500
- PLATINUM \$1,500
- GOLD \$1,000
- SILVER \$500
- BRONZE \$250

CONTACT NAME

BUSINESS NAME / NAME FOR
SPONSORSHIP MATERIALS

EMAIL

PHONE NUMBER

ST. ALPHONSUS FAMILY I AM SUPPORTING

OTHER WAYS TO SUPPORT ST. ALPHONSUS

I CAN'T SPONSOR THIS YEAR, BUT WILL DONATE \$_____.

CHECK #_____ ENCLOSED PAYABLE TO ST.
ALPHONSUS PTO AND RETURN TO: 504 JACKSON AVE.,
OCEAN SPRINGS, MS 39564

VISIT **STALSPTO.COM** TO ACCESS OUR EVENT WEBSITE
AND PAY VIA GIVESMART



I CAN'T SPONSOR THIS YEAR, BUT WILL DONATE A SILENT AUCTION ITEM.

FILL OUT THE DONATION ITEM SUBMISSION FORM AT
STALSPTO.COM

TO BE INCLUDED ON PRINTED MATERIALS, RETURN OR
SUBMIT YOUR SPONSORSHIP INFORMATION BY
APRIL 10, 2026



EXPLANATION OF FEDERAL TAX EXEMPTION FOR ST. ALPHONSUS CATHOLIC SCHOOL

St. Alphonsus Catholic School qualifies as an organization exempt from federal taxation under Section 501(c)(3) of the IRS code pursuant to the determination letter issued each year by the IRS to the United States Conference of Catholic Bishops for group exemption purposes. Those organizations listed in the Official Catholic Directory receive this group exemption. St. Alphonsus is listed in this directory. More information can be found at <https://www.usccb.org/offices/general-counsel/tax-and-group-ruling>.



Form **W-9**
 (Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
St. Alphonsus School

2 Business name/disregarded entity name, if different from above
St. Alphonsus Elementary School

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Other (see instructions) ▶ **Nonprofit corporation exempt under IRS Code Section 501(c)(3)**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
504 Jackson Avenue

6 City, state, and ZIP code
Ocean Springs, MS 39564

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-					
--	--	--	--	---	--	--	--	--	--

or

Employer identification number

2	6	-	3	8	3	5	5	7	0
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Eleanor Hartzog* Date ▶ **4/25/2023**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



Letter Ruling



Date: March 11, 2019
Letter ID: L1850011200

000000821 01 SP 0.50 04135 4 86

Date: March 11, 2019
Letter ID: L1850011200



ST. ALPHONSUS CATHOLIC ELEMENTARY SCHOOL
ATTN: DEACON DAVID ALLEN
504 JACKSON AVE
OCEAN SPRINGS MS 39564-4620

Reference: Sales Tax exemption
Letter Ruling Number: 19-0139

This is in response to your letter dated March 06, 2019, requesting that the Mississippi Department of Revenue provide a ruling regarding whether St. Alphonsus Catholic Elementary School is exempt from Mississippi sales tax. Your request has been assigned the letter ruling number listed above. Please use this number in any further correspondence with the DOR concerning this request.

After a search of the applicable statutes, this is to confirm that St. Alphonsus Catholic Elementary School does qualify for sales tax exempt status pursuant to Miss. Code Ann. Section 27-65-11(g). This Section provides that sales of tangible personal property or services made to elementary and secondary grade schools, junior and senior colleges owned and operated by a corporation or association in which no part of the earnings inures to the benefit of any private shareholder, group or individual, and which are exempt from state income taxation are exempt from sales tax. As a prerequisite to exemption, the sale of property or charge for services must be sold directly to, billed directly to, and paid for directly by the exempt entity.

This exemption applies to sales of annuals, awards, articles of clothing or jewelry given in recognition of accomplishments and rental of caps and gowns when sold to, billed to, and paid for directly by the school. This exemption does not apply to sales of tangible personal property or services to contractors purchased in the performance of contracts with the exempt entity, nor the employees of the exempt entity, although the contractor or employee may be reimbursed for the expense by the exempt entity. Furthermore, this exemption does not apply Contractors Tax levied by Miss. Code Ann. Section 27-65-21. Finally, this exemption does not apply to sales of property which is not to be used in the ordinary operation of the school, or which is to be resold to the students, the employees of the organization, or the general public.

You may use a copy of this letter in order to substantiate St. Alphonsus Catholic Elementary School's exempt status. I trust that this is the information you were requesting. Should you have any additional questions, feel free to contact this office at (601) 923-7015.

Under Miss. Code Ann. Section 27-65-85(a), it shall be unlawful for any person to use an exemption authorized under the Sales Tax laws for the purpose of avoiding the payment of tax the person is required to pay by law. Any person violating this provision shall be guilty of a misdemeanor and, on conviction thereof, shall be fined not more than Five Hundred Dollars (\$500.00), or imprisoned not exceeding six (6) months in the county jail, or punished by both such fine and imprisonment, at the discretion of the court.

This letter ruling is based on the specific facts and circumstances that you communicated to the DOR. This ruling is not binding on the DOR if these facts and circumstances are inaccurate, contain a material omission of a relevant fact or facts to the issue(s) presented or if such facts and circumstances change. This letter ruling is also only valid for seven (7) years from the date of this letter. At the end of this seven (7) year period, you are free to update your information and request

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00001350008210100000 - 004

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.



Bobby Cox | Mayor
Matthew Hinton | Alderman at Large
Steve Tillis | Alderman Ward 1
Karen Stennis | Alderman Ward 2

Kevin Wade | Alderman Ward 3
Shannon Pfeiffer | Alderman Ward 4
Rob Blackman | Alderman Ward 5
Julie Messenger | Alderman Ward 6



228.875.4236 | www.oceansprings-ms.gov

MEMORANDUM

To: Mayor & Board of Aldermen

From: Sara Stevenson, Parks Administrator

Re: Authorize and waive all associated fees for the Ocean Springs School District to host an academic celebration for the 7th graders at Fort Maurepas on May 1, 2026, from 8:45 a.m. - 1:00 p.m.; to advertise the resources of the City

Section: CONSENT AGENDA

Meeting Date: April 21, 2026

To the honorable Mayor Cox and Board of Aldermen,

I respectfully request that you authorize and waive all associated costs for the Ocean Springs School District to host an academic celebration at Fort Maurepas on May 1, 2026, from 8:45 a.m. to 1:00 p.m.; to advertise the resources of the city.

Parks and Recreation does not have any conflicting rentals or events that would prohibit the school district from hosting this event. No additional resources from the city would be warranted.

Thank you,

Sara Stevenson

April 10, 2026

SUBJECT: Request for Waiver of Rental Fee for Fort Maurepas Park

To Whom It May Concern,

Ocean Springs Middle School respectfully requests the use of Fort Maurepas Park on May 1, 2026, from 8:45 AM to 1:00 PM. The purpose of this visit is to host an academic celebration for our seventh-grade students who have exceeded expectations on the Spring Benchmark Assessment.

Recognizing and celebrating academic achievement is an important way to build student confidence, promote resilience, and encourage continued success. This event will provide our students with a meaningful and positive experience that reinforces the value of hard work and dedication.

We kindly request a waiver of the rental fee so that we may offer this opportunity to our students as a reward for their accomplishments. Our faculty and staff will serve as chaperones and will ensure that all students are properly supervised and that the facility is respected and well cared for.

Thank you for your time and consideration of this request. We greatly appreciate your support of our students and school community.

Sincerely,
Krista Moak Gallaspy
7th grade ELA
Ocean Springs Middle School

Ocean Springs Fort Maurepas Rental Agreement

499 Front Beach, Ocean Springs, MS 39564

[228-875-8665](tel:228-875-8665)



You must be at least 21 years of age to rent the facility and sign this contract.

This is a TOBACCO FREE facility.

Name: Krista Moak Gallaspy Organization: Ocean Springs Middle School
Address: 3600 Hanshaw Road City: Ocean Springs State: MS Zip: 39564
Date of Event: May 1, 2026 Type of Event: 7th grade celebration for test scores
Start Time: 8:45AM End Time: 1:00PM
of People: 180
Phone: Cell- 2282972421 Home- _____ Work- 2288726210

OFFICIAL USE ONLY

Date Paid: _____ Amount Paid: _____
Method of Payment: Check # Cash CC
Receipt #: _____ Accepted By: _____

Balance Due: _____

Final Payment Due on or before: _____

Date Paid: _____ Amount Paid: _____
Method of Payment: Check Cash CC
Receipt #: _____ Accepted By: _____

Paid in Full: _____
Signature Date

RENTAL FEES

Stage & Grassy Area	Private	Non-Profit
Facility Rental Fee	\$250.00	\$125.00
*Deposit	\$250.00	\$250.00

- Additional hours must be approved in advance. There will be a charge of \$50.00/hour with a minimum of two (2) hours.
- The deposit is due the DAY THE FACILITY IS BOOKED. The balance will be due two (2) weeks prior to the event.
- All rental fees must be paid prior to the date of the function. Failure to pay fees two (2) full weeks in advance will result in cancellation of the rental agreement.
- The deposit is REFUNDABLE after the event, provided there is no damage to the facility or its contents.
- IF THE EVENT IS CANCELLED BEFORE RENTAL DATE, OR ON THE DAY OF THE EVENT, THE DEPOSIT IS NON-REFUNDABLE.
- Deposit refund checks may take up to 30 days to be issued.
- The Pavilion is non-rentable and will remain open to the public.

PLEASE INITIAL _____

ALCOHOL

- No persons or group renting this facility will be permitted to SELL ALCOHOLIC BEVERAGES to the public unless the seller is Licensed and Bonded by the State of Mississippi. Groups are permitted to bring alcoholic beverages **for their Personal Consumption Only**. Groups serving alcohol at a park MUST get a special event permit through the Mayor's Office.
- NO ONE UNDER THE AGE OF 21 WILL BE ALLOWED TO CONSUME ALCOHOL IN A CITY FACILITY (NO EXCEPTIONS).
- IF ANY TYPE OF ALCOHOL IS PRESENT ON THE PREMISES OF THIS FACILITY, YOU ARE REQUIRED TO HAVE SECURITY PRESENT.

PLEASE INITIAL _____

SECURITY GUARDS AND CHAPERONES

For security reasons, any function serving alcohol must have security officers on duty during the event. The number of officers required is based on the number of guests attending the event. ANY FUNCTION WITH 50 OR MORE PEOPLE ARE REQUIRED TO HAVE SECURITY REGARDLESS OF ALCHOHOL.

Up to 299	must have 2 officers	300-399	must have 3 officers	Over 399	must have 4 officers
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All youth groups must have TWO (2) SECURITY GUARDS IN ADDITION TO ONE (1) CHAPERONE FOR EVERY 50 CHILDREN/PEOPLE. The chaperone's name and phone number must be provided before the contract can be signed.

The cost for each security guard is \$35.00/hr. There is a minimum of four (4) hours per security guard. The City will book the security guards through the Ocean Springs Police Department. The security guard fee will need to be paid separately the night of your event. The City of Ocean Springs reserves the right to require ADDITIONAL SECURITY AT ITS DISCRETION.

FAILURE TO PROVIDE SECURITY WILL BE GROUNDS FOR IMMEDIATE CANCELLATION OF THE RESERVATION AND POSSIBLE FORFEITURE OF THE DEPOSIT.

There will be a City of Ocean Springs employee present at all times when the facility is reserved or occupied. This employee will be there to open and close the facility, and will control all equipment located on the premises of this facility; however, the City employee on duty will not handle or move property owned by those other than the City. THIS CITY EMPLOYEE WILL NOT ACT AS A CHAPERONE FOR ANY GROUP.

If you have MORE THAN 50 PEOPLE OR ALCOHOL SERVED, you MUST have security.

PLEASE INITIAL

TABLES AND CHAIRS AVAILABLE

Tables and Chairs are available for a \$100 fee.

Twelve (12) Round Tables	50 Folding Chairs
--------------------------	-------------------

RENTAL PROCEDURES

- No outside grills or frying stations allowed.
- No boiling stations (Seafood, etc.)
- Tents are NOT allowed to be erected on the facility grounds.
- No bounce houses or water slides, etc. allowed.
- No animals other than service dogs are allowed in the facility.
- Maintaining order and control over all persons or guests in the group and encouraging them to abide by all the policies and procedures of this facility during the reserved period of time is the renter's responsibility.
- **Ocean Springs will NOT provide supervision in the form of any employee during the scheduled event.**
- Gambling in any form is strictly prohibited.
- No glass bottles.

FAILURE TO COMPLY WITH THESE REGULATIONS MAY RESULT IN LOSS OF ALL OR PORTIONS OF THE DEPOSIT TO COVER APPLICABLE FEES.

Renters are responsible for the cost and repair or replacement of any Ocean Springs facility property (e.g. buildings, grounds, contents, or equipment) which is damaged or destroyed by Renter or anyone attending the function during an event covered by the rental contract. The cost of such repair or replacement will be determined by the City. All cost will be paid in full by the renter up to the amount of the insurance policy deductible. Any damage to any property of the City of Ocean Springs must be reported to the City of Ocean Springs Parks and Recreation Department immediately.

PLEASE INITIAL

Renter, including his/her/its heirs, member, assigns, agents, and/or representatives, agrees that The City shall not be liable for any injury or damages, whether to person or property, originating in contract, tort, equity, or otherwise, associated with Renter's use of the facility, inside or outside the subject building. Renter further agrees to hold harmless, defend, release, covenant not to sue, and indemnify The City for any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury that may be sustained by Renter, a third party, and/or any other person, whether based in tort, contract, or equity, whether caused by the negligence of The City or otherwise, that is in any way associated with Renter's use of the Facility.

PLEASE INITIAL

Rental Facilities Department
[228-875-8665](tel:228-875-8665)

In case of emergency please call:
Stephen Glorioso [662-721-3873](tel:662-721-3873)

IMPORTANT NOTICE

THE ENTIRE FACILITY IS TOBACCO FREE, INCLUDING NO ELECTRONIC SMOKING DEVICES. THERE WILL BE NO EXCEPTIONS. IF THIS POLICY IS NOT ENFORCED WITH YOUR GUESTS, YOU WILL FORFEIT YOUR DEPOSIT.

Please indicate below if alcohol will be served at this event.

Alcohol Served (Y/N)

E-SIGNATURE

Responsible Party's Signature

Date

Printed Name (for Hand-filled Forms only)

Email

CHAPERONE LIST

Name	Phone Number



Bobby Cox | Mayor
Matthew Hinton | Alderman at Large
Steve Tillis | Alderman Ward 1
Karen Stennis | Alderman Ward 2

Kevin Wade | Alderman Ward 3
Shannon Pfeiffer | Alderman Ward 4
Rob Blackman | Alderman Ward 5
Julie Messenger | Alderman Ward 6



228.875.4236 | www.oceansprings-ms.gov

MEMORANDUM

To: Mayor & Board of Aldermen

From: Laurri Garcia, Executive Administrator & Public Affairs Officer

Re: Approve the Special Event Permit Application for Mosaic Church Family Fun Night on June 11, 2026, from 6:00 p.m. to 8:00 p.m., setup time is 2:30 p.m. with tear down at 8:45 p.m. at Fort Maurepas/Fort Maurepas Stage/Front Beach, at no cost to the City; the applicant pays the associated event cost

Section: CONSENT AGENDA

Meeting Date: April 21, 2026

I respectfully request approval of the following Application:

Event: Mosaic Church Family Fun Night

Date: June 11, 2026

Time: 6:00 p.m. to 8:00 p.m.

Location: Fort Maurepas/Front Beach

Participants: 600

Organization: Mosaic Church

Applicant: Katie Yance

Insurance: To be provided upon approval of event

Payment: Fee to be paid upon approval of event

Requirements: A minimum of 2 police officers are required for security.



March 18, 2026

Bobby Cox, Mayor
City of Ocean Springs
1018 Porter Avenue
Ocean Springs, MS 39564

Re: Cruisin' The Coast, October 8 - 10, 2026 Venue Proposal

Dear Mayor Cox:

Thank you for making Cruisin' The Coast 2025 such a wonderful event. We were fortunate to have great weather, more than 10,000 registered vehicles and the best community and business support there is. We are grateful for all you do. Thank you for your years of support.

The following proposal defines the agreement between Cruisin' The Coast and the City of Ocean Springs for the set up, manning, and management of the Cruisin' The Coast Venue in the downtown area for 2026.

The City of Ocean Springs will provide:

- Balance of \$5,000 for 2026 City of Ocean Springs CTC sponsorship (\$15,000 to be paid by Jackson County Board of Supervisors)
- Special event fee of \$4,000 (Friday Night Event)
- Safety devices, first responder presence and public works support for set up and clean up as needed
- The City and CTC will mutually agree on volunteer/staffing needs for the events.
- Traffic control
- Liaison between City and CTC Staff
- Port-o-lets and hand washing stations

Cruisin' The Coast will provide:

- Stage for bands
- Bands to perform on Thursday, Friday, and Saturday
- Signage for site
- Promotion of the city as a venue.
- Security for stage equipment each night
- 10 invitations to VIP/Sponsor event

- 4 invitations to CTC Open House event
- 2 event posters


General:

- Outside vendors, not associated with a local merchant will be liable for state sales tax. Each vendor will be responsible for submitting the appropriate state reporting form.
- ET Motorgear is the official apparel vendor of CTC. Other vending of this type is not permitted.
- Additional events, give away items or special promotions must be approved by Cruisin' The Coast

Also enclosed is a Memorandum of Understanding for your signature. Please return a signed copy of the MOU to our office at the address listed.

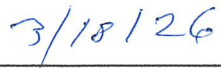
If this proposal reflects your understanding of our agreement, please sign both copies and return one to me at P.O. Box 3001, Gulfport, MS 39505.

Cruisin' The Coast, Inc.



 By Sherwood R. Bailey, Jr.
 Executive Director

 City of Ocean Springs



 Date

 Print Name & Title

 Date

Memorandum of Understanding

This Memorandum of Understanding is by and between *Cruisin' the Coast, Inc.* [hereinafter "CTC"] and the following business or entity: City of Ocean Springs (Sponsor) and applies to the "Cruisin the Coast" event of Oct. 8 - 10, 2026. The "event" consists of multiple forms and types of entertainment from simply viewing vintage automobiles to the staging of activities including but not limited to demonstration of the functional capabilities of the vehicles of the attendees [hereinafter simply the "event"]. In contemplation of the nature of the event, including its date and time, the parties do accept the commitments and assurances of the other as follows:

1. Sponsor agrees that CTC and its authorized personnel, vendors and promoters, may utilize the premises permitted, licensed and assigned to it for the purpose of hosting the event to take place at various venues on the Mississippi Gulf Coast and contiguous counties and venues on Oct. 8 - 10, 2026.
2. Sponsor will allow CTC reasonable access to the site or premises during and prior to event hours for the purposes of hosting and sponsoring the event as well as preparing for related activities.
3. Sponsor agrees that CTC may use the site, assigned area or premises provided, and Sponsor will not permit or allow anyone not otherwise associated with CTC, its agents, vendors and/or sub-contractors to access the site or premises for any reason unrelated to Cruisin' the Coast.
4. Sponsor grants an irrevocable license to CTC to use the site, area or premises for activities associated with the event and CTC will not use the site, area or premises in a dangerous manner or in any manner inconsistent with the purposes of the event.
5. Sponsor will pay CTC a sponsorship fee in the amount of \$9,000.00 as consideration for hosting a portion of the event at its site. (\$15,000 to be paid by Jackson County Board of Supervisors)
6. To the extent required by law or ordinance, CTC agrees that it will obtain any and all permits or licenses necessary to hold the event. Sponsor agrees to reasonably cooperate with CTC in securing any necessary permits or licenses to host the event.
7. Sponsor has full authority to permit CTC to use the premises during the dates and times of the event.
8. With the permission of the Sponsor, CTC may reasonably restrict access to any area assigned to it by the Sponsor consistent with the existing ongoing commercial activity that may be present at the site.
9. CTC agrees that it will use the site or premises in a reasonable method and manner and will commit no waste or permanent damage to the premises.

10. Sponsor agrees to allow CTC reasonable access to the site, area or premises by agents, vendors and sub-contractors of CTC during non event hours for the purposes of event preparation and staging.

11. CTC retains the exclusive right to permit and contract with any individual at the site or premises for the purposes of event promotions, concessions, activities, or performances. Sponsor agrees to reasonably cooperate with CTC with the planned activities and access to the site or premises. CTC retains the exclusive right to permit and contract with any individual at the Event Site for the purposes of event promotions, concessions, activities, performances and/or charitable purposes. Sponsor agrees that it will secure the approval of CTC prior to the event if the Sponsor seeks to include or permit any other vendors, charitable entities or other activity during the event in the area committed for use by CTC. Further, Sponsor agrees that it will similarly seek the approval of CTC if any of the other aforesaid activity takes place in reasonable proximity to the site such that it would serve as a disruption to registrants, patrons, vendors of CTC, or any activity affiliated with Cruisin' the Coast.

12. Upon request of CTC and in the event of notification to the Sponsor that an individual or entity is in violation of paragraph 3 or 11, or is otherwise soliciting within its event site or sufficiently close in proximity to it effectively resulting in a violation of paragraph 3 or 11, the Sponsor will compel and removal any individual, group or entity that is without permission or permit of CTC and/or convey to them that it or they are to cease and desist all activities that are contrary to the reasonable requests of CTC. It is the intent of this paragraph that to the extent that the Sponsor has the right of control over any vendor or provider of goods or services, that those vendors, entities or groups will be promptly removed by the Sponsor from the event site of CTC while the event is then ongoing.

13. At the conclusion of the event, CTC agrees that it will return the site or premises in substantially the same state or condition when it was provided to CTC.

14. Sponsor acknowledges that the premises are suitable for hosting the event at its site, area or premises and warrants that there are no hidden hazards or conditions likely to produce injury that are not otherwise apparent to CTC or their patrons.

15. Sponsor acknowledges that it is satisfied that it is adequately insured for hosting this event on it's premises.

16. CTC agrees to indemnify sponsor for any activity which materially changed the use or nature of the site or premises out of which injury is alleged including any suit for conduct arising out of the activities of CTC.

17. No activity will be undertaken on the site or premises or otherwise allowed which is a violation of state or federal law.

18. No lewd or lascivious activity will be engaged in by CTC, or its agents, servants, employees, vendors or sub-contractors or by Sponsor on the site or premises during hours of the event.

19. Time is of the essence of this agreement.

20. This agreement may be amended but only upon a writing and signed by the parties.

21. This agreement and undertakings set forth herein, are not to be construed in any way that either party is the agent of the other, and neither party has the ability and capacity to bind the other to any agreement or undertaking. Both parties acknowledge that each is an independent contractor and there is no vicarious relationship whatsoever.

22. CTC retains the exclusive right to the CTC logo, to include any likeness or images associated with the event and Sponsor may use the logo, likeness or images of CTC only as permitted or authorized, in writing, by CTC. CTC agrees not to use the logo, likeness or images associated with Sponsor, except with its express permission or as permitted by Sponsor in the CTC advertising, brochures or programming.

23. Termination of Agreement: A. This agreement may be terminated for any reason more than 90 days prior to the event without recourse against either party; B. If termination is sought by either party upon or within 90 days of the event, it shall only be for breach of this agreement or otherwise for "good cause."

24. Subject to paragraph 23, both parties retain the right to pursue a claim for damages against the other for breach of the agreement or for termination of the agreement without "good cause."

25. This agreement shall expire at midnight on the last full day of the event as scheduled.

26. This agreement does not automatically renew and shall not be renewed except by separate or similar agreement signed by all parties.

27. All executory agreements, warranties or covenant required hereunder shall extend beyond the termination of this agreement for purposes of relief or enforcement.

28. The agreement herein constitutes the entire agreement of the parties and no other agreements, not specifically incorporated herein, are valid except that they may constitute an amendment to this agreement subject to the provisions of Paragraph 20.


29. All notices pertaining to this agreement may be verbalized to any authorized CTC representative "On site" during the event, but SHALL be subsequently [as soon as prudent] provided in writing to Sherwood R. Bailey, Post Office Box 3001, Gulfport, Miss. 39505 and to: cruisinthecoast@cruisinthecoast. Likewise, all notice under this

agreement may be verbalized to any "on site" representative of Sponsor, but SHALL be provided subsequently [as soon as prudent] in writing to:

_____.


30. Special Provisions, if any, are attached and constitute an amendment under Paragraph 20 without signature, but only if attached at the time of the execution of this Agreement. *[If a municipality or governmental entity, it is required that the agreement be approved by the governing authority and be approved on the minutes of the body.]*

Cruisin' The Coast, Inc.



By Sherwood R. Bailey, Jr.
Executive Director

City of Ocean Springs



Date

Print Name & Title

Date

CITY OF OCEAN SPRINGS Board of Aldermen
Special Call Meeting April 2, 2026 - Minutes

Be it remembered that the Mayor and Board of Aldermen of the City of Ocean Springs met in a Special Call Meeting at City Hall at 4:30 p.m. on Thursday, April 2, 2026. A public notice stating the place, date, time, and subject matter of the meeting was posted within one hour of the meeting being called, both on the City's website and at City Hall, where it was available for public examination and inspection.

Mayor Cox presided. Aldermen Stennis, Wade, Hinton, Pfeiffer, Blackman, and Messenger were present. Alderman Tillis was absent. City Attorney David Harris Jr., City Clerk/Finance Director Christine Millard, Deputy City Clerk Vicky Hupe, Police Captain Brian Kestner, and Parks Assistant Director Duvale Brown were also present.

The Mayor called the meeting to order.

A motion was made by Alderman Pfeiffer, seconded by Alderman Hinton, and unanimously carried to accept the agenda.

The object of the meeting will be any matters pertaining to:

1. Executive Session: Special Event Lease

A motion was made by Alderman Hinton, seconded by Alderman Blackman, and unanimously carried to go into a closed session to determine the necessity of going into executive session.

The City Clerk returned to the meeting and announced that a motion was made by Alderman Wade, seconded by Alderman Pfeiffer, and unanimously carried to go into executive session to discuss the lease of land for a special event, pursuant to Mississippi Code § 25-41-7(4)(c) and § 25-41-7(4)(g).

A motion was made by Alderman Blackman, seconded by Alderman Pfeiffer, and unanimously carried to come out of executive session, where the following actions were taken:

A motion was made by Alderman Blackman, seconded by Alderman Stennis, and unanimously carried to authorize the Mayor to execute location agreements for the Highway 57 Sports Complex and Marshall Park.

A motion was made by Alderman Blackman, seconded by Alderman Wade, and unanimously carried to approve the Marshall Park event action plans, road closures, and overnight security.

A motion was made by Alderman Blackman, seconded by Alderman Pfeiffer, and unanimously carried to adjourn.

The meeting ended at 4:42 p.m.

Mayor Cox

City Clerk C. Millard

**CITY OF OCEAN SPRINGS - MAYOR & BOARD OF ALDERMEN
REGULAR MEETING OF APRIL 7, 2026 - MINUTES**

CALL TO ORDER

Be it remembered that the Mayor and Board of Aldermen of the City of Ocean Springs met in a Regular Meeting at City Hall at 6:00 p.m. on April 7, 2026. Mayor Cox presided, and Aldermen Tillis, Stennis, Wade, Hinton, Pfeiffer, Blackman, and Messenger were present.

City Attorney David Harris, Jr., City Clerk/Finance Director Christine Millard, Deputy City Clerk Vicky Hupe, Police Chief Steven Dye, Fire Chief A.J. Fitch, Deputy Building Official Joe Tabor, Public Works Director Allan Ladnier, Human Resources & Risk Management Director Mindy McDowell, Grants Administrator Carolyn Martin, Planning Director Amanda Crose, Parks & Recreation Director Stephen Glorioso, Project Manager Sarah Harris, Mary C. O'Keefe Center Director Sarah Qarqish, and Executive Administrator & Public Affairs Officer Laurri Garcia were also present.

The Mayor called the meeting to order.

INVOCATION AND PLEDGE OF ALLEGIANCE

The Parks & Recreation Director gave the invocation, and Alderman Tillis led the Pledge of Allegiance.

A motion was made by Alderman Hinton, seconded by Alderman Wade, and unanimously carried to accept the amended agenda.

PRESENTATION/PROCLAMATION

- a. PRESENTATION: Ocean Springs Environmental Alliance - Arbor Day and Earth Day - Hope Landis

Hope Landis and Carla Culpepper spoke on behalf of the Ocean Springs Environmental Alliance (OSEA), providing a brief history of the organization, which was established in 2019. They discussed their partnership with the City, including tree giveaways, lectures, demonstrations at the Mary C. O'Keefe Cultural Arts Center, and tree planting events at the dog park and other locations. They expressed appreciation to Building Official Darrell Stringfellow for his assistance and presented him with a certificate of appreciation. They also announced the upcoming Earth Day event to be held at the Mary C. O'Keefe Cultural Arts Center on April 18, which will include food, music, children's activities, and environmentally themed booths.

- b. PROCLAMATION: Parkinson's Awareness Month

The Mayor proclaimed April 2026 as Parkinson's Awareness Month.

**CITY OF OCEAN SPRINGS - MAYOR & BOARD OF ALDERMEN
REGULAR MEETING OF APRIL 7, 2026 - MINUTES**

- c. Recognition of employment years of service: 10 years - Sewer Asst Supervisor Eric Kordek and Street Supervisor Jon Lizana; 5 years - Mary C. O'Keefe Center Director Sarah Qarqish, Police Sergeant Ronald Bennett, Police Lieutenant Archie Wallace, and Truck Driver Lloyd Helveston

The Mayor recognized employees for years of service. Sarah Qarqish, Ronald Bennett, and Archie Wallace were present and accepted their certificates from the Mayor.

AGENDA PUBLIC COMMENT

None.

NEW BUSINESS

- a. Discuss Bicycle Safety Plan

Alderman Pfeiffer stated that Jackson County completed a bicycle safety plan in 2018 that included Ocean Springs with resident input. She requested that the Board review the plan and schedule a work session with the Police Department and Planning Department to determine what updates or additions the City may want to consider. She further requested that a future agenda item be placed to discuss scheduling the work session.

CONSENT AGENDA

A motion was made by Alderman Wade, seconded by Alderman Blackman, and unanimously carried to approve the consent agenda.

Mayor/BOA:

- a. Authorize and waive all associated costs for the Ocean Springs Chamber-Main Street to host their annual Taste of Ocean Springs at the Civic Center on May 15, 2026, as a potential rain-out date; to advertise the resources of the city
- b. Authorize and waive all associated costs for the Ocean Springs School District JROTC to host their end-of-the-year banquet at the Civic Center on April 22, 2026; to advertise the resources of the city
- c. Approve the temporary road closures from April 24, 2026 at dusk through April 25, 2026 at dawn in the Marshall Park area of Washington Avenue as requested and authorize coordination with the Police Department for traffic control and public safety
- d. Authorize and waive all associated costs for Krewe Unique to host their annual Halloween fundraising event at the Civic Center on Saturday, October 24, 2026,

**CITY OF OCEAN SPRINGS - MAYOR & BOARD OF ALDERMEN
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from 7:00 p.m. - 11:00 p.m., which serves as a donation drive for unwrapped Christmas toys, which will benefit the Discovery Christmas Toy Drive; to advertise the resources of the city

- e. Authorize and waive all associated costs for Krewe Unique to host their annual scholarship and outreach fundraiser at the Civic Center on Saturday, August 22, 2026, from 12:00 p.m. - 4:00 p.m.; to advertise the resources of the city
- f. Authorize and waive all associated costs for Krewe Unique and Veterans of Foreign Wars (VFW) to host their annual backpack giveaway at the Civic Center on Saturday, July 25, 2026, from 8:00 a.m. - 2:00 p.m.; to advertise the resources of the city
- g. Approve the Special Event Permit Application for Lost Fest on April 11, 2026, from 1:00 p.m. to 8:00 p.m., in the parking lot of Lost Springs Brewing, Mosaic's and Neon Moon - Downtown Ocean Springs; no road closures are requested as the lot owned by the businesses will be used and closed for the event; event organizers are requesting 6 trash cans (\$30) and 6 barricades (\$60); the event will be at no cost to the City; the applicant pays the associated event cost to include providing their own security

Mary C. O'Keefe Cultural Center:

- h. Authorize the Mayor and the Mary C. O'Keefe Center Director to execute the Memorandums of Understanding for programming partnerships at the Mary C. O'Keefe Cultural Arts Center with Grand Mag Music Curtis Rockwell and Sabrina Stallworth

City Clerk:

- i. Approve Minutes: Recess Meeting March 17, 2026
- j. Accept March 2026 Aged Receivables Report
- k. Ratify check for \$140.00 to Kimberly McCarty for Winter Basketball Referee Fees

Fire Department:

- l. **REMOVED DUE TO DATE CHANGE:** Authorize Employees #2450 and #2378 for Out-of-State travel to Pueblo, CO for the PER-290 Tank Car Specialist Course on April 12, 2026; all associated costs to be paid by FEMA/DHS
- m. Authorize ratification of the Fire Department's application for a Lowe's Grant to fund improvements and expansion of the Bernard Beaugez Fire Station (Station 2)

Human Resources/Risk Management:

- n. Accept resignation of Part-time Dispatcher Nichole Saccurato, effective March 31, 2026; authorize to begin the process of filling the vacant position
- o. Authorize employment of Joel England, Part-time Patrolman, effective April 8, 2026; \$20.00 hourly rate; pending successful completion of all pre-employment requirements

**CITY OF OCEAN SPRINGS - MAYOR & BOARD OF ALDERMEN
REGULAR MEETING OF APRIL 7, 2026 - MINUTES**

- p.** Accept resignation of Firefighter Conner Havard effective April 3, 2026; authorize to begin the process of filling the vacant position
- q.** Accept resignation of Firefighter Bradford Laneaux effective April 9, 2026; authorize to begin the process of filling the vacant position.
- r.** Authorize employment of John Avara, Firefighter II, effective April 11, 2026; \$17.08 hourly rate; one year probationary status, pending successful completion of all pre-employment requirements
- s.** Authorize employment of Cameron Woodell, Ground Maintenance, effective April 8, 2026; Step 1 \$15.00 hourly rate; one-year probationary status, pending successful completion of all pre-employment requirements
- t** **ADDED:** Accept resignation of Purchasing/Administrative Assistant Amber Carter effective May 1, 2026; authorize to begin the process of filling the vacant position

Planning Commission (PC):

- u.** Approve the request for a Residential Short-Term Rental Permit at 808 Desoto St #10 - PIDN: 60119106.000; PC recommends approval

Grants Administration:

- v.** Authorize execution of Closeout Documents with LJ Construction, Inc. –R-109-282-08-KCR: Fort Bayou Improvements: Manhole Replacement – Katrina Disaster Recovery Funds (KCDBG)
- w.** Authorize Closeout for the FORT BAYOU STORM DRAIN IMPROVEMENTS project – American Rescue Plan Act (ARPA) / MS Municipality and County Water Infrastructure Grant (MCWI) – MDEQ Agreement # 127-2-CW-5.6 – Lane Construction Co., Inc.

Building Department:

- x.** Approve the Building Official's recommendations for the tree applications received through March 31, 2026
- y.** Accept Code Enforcement Report through April 1, 2026

Parks & Recreation Department:

- z** Accept Parks Advisory Board Minutes — March 25, 2026
- aa.** Authorize and waive all associated costs for Ocean Springs Upper Elementary Use of Highway 57 Sport Complex for the annual 4th, 5th, and 6th grade annual kickball tournament

Public Works:

- bb.** Adopt a Resolution for the Sale of Surplus Personal Property with a Value Less than \$1,000.00

**CITY OF OCEAN SPRINGS - MAYOR & BOARD OF ALDERMEN
REGULAR MEETING OF APRIL 7, 2026 - MINUTES**

DEPARTMENT REPORTS

- a. City Clerk: Approve payment: Docket of Claims, all expenditures are appropriate and authorized by law, and spread the summary on the Minutes

A motion was made by Alderman Hinton, seconded by Alderman Stennis, and unanimously carried to approve the Docket of Claims, finding that all expenditures are appropriate and authorized by law, and to spread the summary on the minutes.

- b. City Clerk: Accept the Monthly Budget Report

A motion was made by Alderman Pfeiffer, seconded by Alderman Stennis, and unanimously carried to accept the monthly budget report.

- c. City Clerk: Budget Amendments - Clay Boyd Pavilion and Water Main Replacement

A motion was made by Alderman Pfeiffer, seconded by Alderman Blackman, and unanimously carried to authorize \$4,000.00 from the 2% Tourism Fund for replacement of the pavilion at Clay Boyd Park.

A motion was made by Alderman Stennis, seconded by Alderman Messenger, and unanimously carried to authorize \$137,186.14 from the Enterprise Fund for replacement of the 10-inch water main from the City Hall well to Russell Avenue.

GENERAL PUBLIC COMMENT

Harley Klein spoke on the importance of bike paths in the City and the need to address and regulate e-bikes.

Julia Illanne thanked the Aldermen who requested a State Auditor investigation of Securix, stating that residents who received citations were denied due process. She also spoke regarding the moratorium that was voted down and suggested that certain ordinance changes be considered to address density concerns.

MAYOR AND ALDERMEN'S FORUM

Alderman Tillis stated that e-bikes should be addressed and regulated.

Alderman Stennis complimented the work on Martin Avenue, stating the concrete improvements look good, and thanked Public Works. She also spoke on the importance of integrity and ethics in government, emphasizing transparency and accountability to constituents. She referenced concerns related to the Securix contract and stated her

**CITY OF OCEAN SPRINGS - MAYOR & BOARD OF ALDERMEN
REGULAR MEETING OF APRIL 7, 2026 - MINUTES**

commitment to ensuring accountability.

Alderman Wade requested that Public Works clean the ditch on Westbrook Street.

Alderman Pfeiffer noted that there are five meetings remaining before the deadline associated with the parking garage lease and requested a work session to review documents, understand obligations, and determine next steps. A motion was made by Alderman Pfeiffer, seconded by Alderman Stennis, and unanimously carried to schedule a work session to discuss the parking garage lease.

Following discussion, the work session was tentatively scheduled for Wednesday, April 15, after 5:00 p.m.

Alderman Messenger thanked Public Works for the flowers at the Parktown Subdivision entrance and stated that she has received constituent concerns regarding e-bikes, agreeing that the issue should be addressed.

Alderman Hinton thanked City staff and stated that e-bikes have been a concern. He noted that he has spoken with the Police Chief about incorporating safety education in schools and agreed on the importance of addressing the parking garage lease.

EXECUTIVE SESSION

A motion was made by Alderman Pfeiffer, seconded by Alderman Wade, and unanimously carried to go into a closed session to determine the necessity of going into executive session.

The City Clerk returned to the meeting and announced that a motion was made by Alderman Blackman, seconded by Alderman Wade, and unanimously carried to go into executive session to discuss two personnel matters, transactions regarding security plans and devices, and the parking garage lease.

A motion was made by Alderman Wade, seconded by Alderman Pfeiffer, and unanimously carried to come out of executive session, where the following actions were taken:

A motion was made by Alderman Blackman, seconded by Alderman Tillis, and unanimously carried to prohibit the possession of cell phones during executive session, requiring all individuals present to deposit their cell phones outside the executive session meeting area.

A motion was made by Alderman Blackman and seconded by Alderman Wade, to allow compensation as a 1099 employee up to the amount the city currently pays, for consideration. The motion carried with a vote as follows:

Aye: Alderman Tillis, Alderman Wade, Alderman Blackman, Alderman Hinton

**CITY OF OCEAN SPRINGS - MAYOR & BOARD OF ALDERMEN
REGULAR MEETING OF APRIL 7, 2026 - MINUTES**

Nay: Alderman Stennis, Alderman Pfeiffer, Alderman Messenger

A motion was made by Alderman Blackman and seconded by Alderman Tillis, to accept the parking garage lease and authorize the Mayor to sign. The motion carried with a vote as follows:

Aye: Alderman Tillis, Alderman Wade, Alderman Blackman, Alderman Hinton

Nay: Alderman Stennis, Alderman Pfeiffer, Alderman Messenger

RECESS UNTIL 6:00 P.M. on APRIL 21, 2026

A motion was made by Alderman Pfeiffer, seconded by Alderman Stennis, and unanimously carried to recess.

The meeting ended at 7:56 p.m.

Mayor Cox

City Clerk Christine Millard



Bobby Cox | Mayor
 Matthew Hinton | Alderman at Large
 Steve Tillis | Alderman Ward 1
 Karen Stennis | Alderman Ward 2

Kevin Wade | Alderman Ward 3
 Shannon Pfeiffer | Alderman Ward 4
 Rob Blackman | Alderman Ward 5
 Julie Messenger | Alderman Ward 6



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MEMORANDUM

To: Mayor & Board of Aldermen
 From: Steven Dye, Police Chief
 Re: Accept OSPD Monthly Report for March 2026
 Section: CONSENT AGENDA
 Meeting Date: April 21, 2026

Please accept the following monthly report for the month of March 2026. The Ocean Springs Police Department responded to **1,670** incidents from 9-1-1 calls, citizen-initiated calls, walk-in reports, and officer-initiated activities. Officers made 56 arrests for 64 offenses.

TYPE	March 2026	TYPE	March 2026
Traffic Stops	354	Disorderly Conduct Calls	0
Suspicious Pers/Vehicle	201	Juvenile Problems	11
Medical Calls	178	Traffic Problems	7
Community Contacts/Open	4	Fraud Reports	8
Area Checks	30	Harassment Reports	7
Alarms	106	Building Checks/Closed	3
Traffic Accidents	112	Assault Reports	10
Welfare Concerns	41	Warrant Service	14
Follow-Up Investigations	30	Hit & Run Calls	11
Animal Control Calls	29	DUI Reports	6
Theft Reports	27	Burglary Reports	13
Reckless Driver Calls	23	Malicious Mischief Calls	3
Trespassing Calls	26	Auto Theft Reports	6
Domestic Disturbance Calls	39	Traffic Details	2
Parking Violations	45	Medical OD Calls	1
Disturbing the Peace Calls	32	Armed Robbery	0
Motorist Checks	39	Indecent Exposure Reports	4
Fight Calls	21	Other Calls/Activities	227
Drug Violation Reports	0		

	January 2026
Totals	1,670
Daily Average	53.87



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Julie Messenger | Alderman Ward 6



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MEMORANDUM

To: Mayor & Board of Aldermen
From: A. J. Fitch, Fire Chief
Re: Accept OSFD Monthly Report for March 2026
Section: CONSENT AGENDA
Meeting Date: April 21, 2026

Training:

In-House –464

Fire Academy – 120

Management Conference- 34

Pre-Incident/ Incident Management Planning-46

Training Hours Total – 664

Public Relations/ Community Involvement Activities- 6

Fire Inspections:

Inspections – 70

Plan Reviews - 7

Request for Information - 2

Hood Suppression Test - 5

Sprinkler Inspections - 9

Re-inspections – 10

Total: 101

Incident Response Summary:

Fire - 9

Overpressure Rupture, Explosion, Overheat - 0

Rescue and Emergency Medical Services - 76

Hazardous Condition/ Release- 4

Service Calls/ Lift Assists - 12

Motor Vehicle Accidents- 15

False Alarm & False Calls - 24

Special Incidents - 3

Incident Response Total – 143

Mindy McDowell

From: Kevin Westbrook <[REDACTED]@[REDACTED].com>
Sent: Tuesday, March 17, 2026 10:28 PM
To: Mindy McDowell
Subject: Civil Service

Mindy,

This is my resignation from the Ocean Springs Civil Service Commission, effective March 18, 2026. It has been an honor to serve the City of Ocean Springs.

Kevin

--

"Never Forget 9/11"

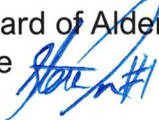


Bobby Cox | Mayor
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TO: Honorable Mayor and Board of Aldermen
FROM: Steve Dye, Chief of Police 
DATE: April 21, 2026
RE: Approve Removal from Probationary Status

Deputy Chief Matthew Morvant has successfully completed their six month probationary period. Please approve their removal from probationary status and entry into regular civil-service-covered employment effective immediately.

Thank you.

mp



Bobby Cox | Mayor
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TO: Honorable Mayor and Board of Aldermen
FROM: Steven Dye, Chief of Police *[Signature]*
DATE: April 21, 2025
RE: Resignation

Please accept the attached resignation from Animal Control Officer Ronnie Ryan, effective 04/17/2026.

I respectfully request to start the process to fill this position.

Thank you.

Attachment

Dear Lieutenant England,

I am writing to formally resign from my position as Animal Control Officer at OSPD. My last day of employment will be April 17, 2026.

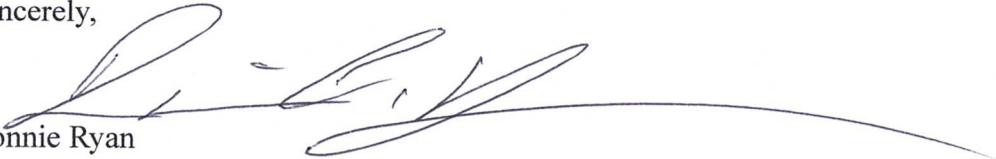
I appreciate the opportunities I have had during my time with the department, including the experience and skills I have gained. I am grateful for the support and guidance provided by you and the team.

I am committed to making this transition as smooth as possible and will do everything I can to assist with training or handing off my responsibilities before my departure.

Thank you again for the opportunity to be part of OSPD. I wish you and the department continued success.

Sincerely,

Ronnie Ryan

A handwritten signature in black ink, appearing to read 'Ronnie Ryan', with a long horizontal flourish extending to the right.



Bobby Cox | Mayor
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To: Honorable Mayor & Board of Aldermen

From: Archie Fitch, Fire Chief

Date: 4/21/2026

Re: Resignation for Captain Samantha Guthrie

Honorable Mayor and Board of Aldermen,

Please accept the attached letter of resignation from Captain Samantha Guthrie effective April 22, 2026 and authorize to begin the process of filling the vacancy.

From: Samantha Guthrie <sguthrie@oceansprings-ms.gov>

Sent: Friday, April 10, 2026 3:00 PM

To: Archie Fitch <afitch@oceansprings-ms.gov>; Kenneth Lee <klee@oceansprings-ms.gov>

Subject: Formal Resignation Notice- Samantha Guthrie

Samantha Guthrie
9494 Joncie Lane
Biloxi, MS 39532
April 10, 2026

Chief Fitch,

Please accept this letter as formal notice of my resignation from my position with the Ocean Springs Fire Department, effective two weeks from today, with my final shift being April 22, 2026.

This decision was not made lightly, but is in the best interest of my family and me. The time I've spent with this department has been wonderful, and I am grateful for the experiences and relationships built during my time here. Over the next two weeks, I am committed to supporting the department in any way needed to maintain continuity of operations.

Thank you for the opportunity to serve this department and the community. I wish the department continued success moving forward.

Respectfully,
Captain Samantha Guthrie



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To: Honorable Mayor & Board of Aldermen

From: Archie Fitch, Fire Chief

Date: 04/21/2026

Re: Authorization for Promotion

I am respectfully requesting authorization to promote Firefighter Josh Brown to the rank of Captain, effective April 27, 2026, and to fill the open position of Firefighter.

This promotion will result in a reclassification from Firefighter II, Step 6, with an hourly rate of \$17.59, to Fire Captain, Step 5, with an hourly rate of \$18.64, in accordance with the City's established pay plan.

Firefighter Josh has satisfied all requirements set forth by the City of Ocean Springs, as well as the Civil Service Commission, in accordance with all applicable rules, regulations, and policies related to this promotion.

P.O. Box 1800, Ocean Springs, MS 39566

1018 Porter Ave. Ocean Springs, MS 39564



Bobby Cox | Mayor
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To: Honorable Mayor & Board of Aldermen

From: Archie Fitch, Fire Chief

Date: 04/21/2026

Re: Authorization to Hire

I am requesting authorization to hire Mr. Alex Torres, Firefighter, with a tentative start date of Thursday May 7, 2026 with a starting salary of \$14.05 hourly rate, Rank of Firefighter 1-Step 2, pending completion of all pre-employment requirements and one year probationary status.

P. O. Box 1800, Ocean Springs, MS 39566
39564

1018 Porter Ave Ocean Springs, MS

The Minutes of the City of Ocean Springs
Planning Commission
Tuesday March 10, 2026

1. Call Meeting to Order

The meeting of the City of Ocean Springs Planning Commission was called to order by Chairman Andy Phelan at 6:00 p.m. on Tuesday, March 10, 2026. The members present were Clay McArdle, Michael Smith, Kevin O’Connell, Marshall Johnson, Nicolaus Geiser, and Jennifer Dalgo. Also, present were Amanda Crose - Planning Director, Elizabeth Dill - Planning Technician, and David Harris - City Attorney.

Chairman Phelan gave the Invocation and Commissioner Dalgo led the Pledge of Allegiance.

2. Approval of Minutes:

- February 10, 2026

A motion was made by Marshall Johnson, seconded by Kevin O’Connell, to approve the minutes from February 10, 2025. The motion carried unanimously.

3. Old Business:

- None

4. New Business:

- a) **DEFERRED TBD: Public Hearing: Gibson Road – PIDN: 60124060.000 – Madison Place Phase IIA – Meritage Homes of Mississippi, Inc. Requesting Final Plat approval for 8 lots of the 51-lot subdivision**

Chairman Phelan announced that the Madison Place Phase IIA is deferred and will be placed on the April agenda.

- b) **Public Hearing: 808 Desoto #10 – PIDN: 60119106.000 – Magan Hutchens – Requesting approval of a Short-Term Rental Permit**

A motion was made by Marshall Johnson, seconded by Michael Smith, to open the Public Hearing. The motion carried unanimously.

Amanda Crose, Planning Director, presented the case and stated the property is located at 808 Desoto Street #10 and is zoned RM-2 Multi-Family Dwellings. The property is located within the Density Zone short-term rentals and would represent 52 of 55 available permits. She stated the Property Manager/Owner, Magan Hutchens, lives within 2 miles of the city limits.

Public Hearing notices were mailed on February 23, 2026, to 37 property owners within 500 feet of the subject property. Notice of the Public Hearing was advertised at least 15 days prior to the meeting being published on February 22, 2026, and a yard sign was placed on February 23, 2026.

The short-term rental inspection was conducted on February 12, 2026. A maximum occupancy of 6 people and a maximum of 2 vehicles was approved by the Building Official. Guest Rules were posted and visible during inspection. No code violations or police reports were reported, and no public comments were received by the Planning Office prior to the meeting.

- Magan Hutchens was in attendance to represent the case.

Commissioner O'Connell recommended adding clarification about parking in the rules and welcome letter to avoid potential issues.

A motion was made by Kevin O'Connell, seconded by Marshall Johnson, to close the Public Hearing. The motion carried unanimously.

A motion was made by Kevin O'Connell, seconded by Michael Smith, to recommend approval of the short-term rental permit at 808 Desoto Street #10, subject to annual renewal and compliance with the City of Ocean Springs Short-Term Rental Ordinance. The motion carried unanimously.

5. General Public Comment

- None

6. Commissioners Forum

Commissioner Johnson inquired on the status of the UDC Committee.

Amanda Crose, Planning Director, stated that the next meeting is scheduled for April 15, 2026. Committee members are asked to submit comments on the assigned reading by April 9, 2026. Commissioner Johnson asked whether the upcoming meeting would be the final meeting before making a recommendation.

Ms. Crose clarified that additional meetings would follow the April 15, 2026 meeting. After the review process is complete, Pat Bonck, with Neel Schaffer, will present the recommended changes to the Planning Commission and then to the Board of Aldermen.

Chairman Phelan stated that any discrepancies identified by the Planning Commissioners should be submitted to the Planning Department. He also asked whether the 25% variance was being discussed and considered. Ms. Crose stated the committee has not yet reached that section of the UDC.

7. Adjourn

A motion was made by Marshall Johnson, seconded by Clay McArdle to adjourn the meeting. The motion carried unanimously.

The meeting ended at 6:08 pm.



Bobby Cox | Mayor
Matthew Hinton | Alderman at Large
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Kevin Wade | Alderman Ward 3
Shannon Pfeiffer | Alderman Ward 4
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Julie Messenger | Alderman Ward 6



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MEMORANDUM

To: Mayor & Board of Aldermen
From: Amanda Crose, Planning Director
Re: Approve the request for Final Plat of Madison Place Phase 2A Subdivision - PIDN: 60124060.000; PC recommends approval
Section: CONSENT AGENDA
Meeting Date: April 21, 2026

On Tuesday, March 14, 2026, the Planning Commission (PC) held a public meeting to consider a request for Final Plat of Madison Place Phase 2A, consisting of 8 single family lots out of the 51-lots approved at Preliminary Plat. The preliminary plat was approved by the Board of Aldermen March 4, 2025.

The property is zoned R-D with a minimum lot area of 7,500 and minimum lot width of 70'. The proposed final plat meet the minimum standards of the R-D district and all lots comply with applicable setback requirements.

Approval of the final plat represents the final step in the subdivision review process. Prior to approval, the subdivision was inspected to ensure compliance with all preliminary plat requirements. Once the final plat is approved by the Board of Aldermen (BOA), it is recorded with the Jackson County Land Records Office, after which building permits may be issued.

Two written public comments were received and included in the PC packet. Steve Parker, resident in Madison Place expressed support for the project but raised concerns regarding Clean Water Act compliance and clearing within conservation easements along with long-term maintenance of those areas. Easy Rider, resident of Lakeview Subdivision expressed support but raised concerns about stormwater impacts.

The Building Department identified deficiencies within the developers Stormwater Pollution Protection Plan (SWPPP) and issued a violation letter on Friday, April 10, 2026 for immediate corrective action. On Monday, another site inspection was conducted and silt fencing and corrective items were being addresses. No further action was taken by the Building Department.

After reviewing the application and considering the public comments, the Planning Commission voted unanimously, with one member absent, to recommend approval of the Final Plat of the Madison Place, Phase 2A, based on the compliance with the UDC and consistency with prior approvals.

**CITY OF OCEAN SPRINGS
PLANNING DEPARTMENT
POST OFFICE BOX 1800
OCEAN SPRINGS, MS 39566-1800
228-875-4415**

PLANNING COMMISSION REPORT

PUBLIC HEARING DATE: April 14, 2026

APPLICANT: Meritage Homes of Mississippi, Inc.

AGENT: Heinrich & Associates, LLC

OWNER: Meritage Homes of Mississippi, Inc.

DATE OF APPLICATION: February 7, 2026

REQUESTED ACTION: Request for Final Plat approval of Madison Place Phase 2A, consisting of 8 out of 51 lots

LOCATION: Along Gibson Road south of Madison Place Drive

PARCEL NUMBER: 60124060.000



Figure 1. Planning Commission Signage

I. REQUEST SUMMARY:

The applicant, Meritage Homes of Mississippi, Inc., is requesting approval of the Final Plat for Madison Place Subdivision Phase 2A, consisting of 8 single-family residential lots along with associated public infrastructure, utilities, and easements.

This request represents a partial final plat submission from approved Preliminary Plat consisting of 51 lots. The Unified Development Code allows final plats to be submitted for portions of an approved preliminary plat when the development is phased.

Approval of the Final Plat represents the final step prior to plat recordation and issuance of building permits for the approved lots.

II. PROPERTY & ZONING INFORMATION:

The subject property is zoned R-D Two-Family Residential, which is intended to accommodate medium-density single-family and two-family dwellings, allowing smaller lot sizes while maintaining neighborhood compatibility and adequate public infrastructure.

➤ R-D Development Standards:

- Minimum Lot Area: 7,500 square feet
- Minimum Lot Width: 70 feet
- Minimum Setbacks:
 - Front Yard: 20 feet
 - Side Yard: 10 feet
 - Rear Yard: 15 feet

Madison Place Phase 2A contains approximately 1.48 acres and includes 8 residential lots, with the smallest lot measuring approximately 7,974 square feet, meeting or exceeding minimum zoning requirements.

Staff finds that the proposed lot dimensions meet the minimum standards of the R-D zoning district and all proposed lots comply with applicable setback, dimensional, and density requirements of the Unified Development Code.

III. SURROUNDING ZONING CLASSIFICATIONS:

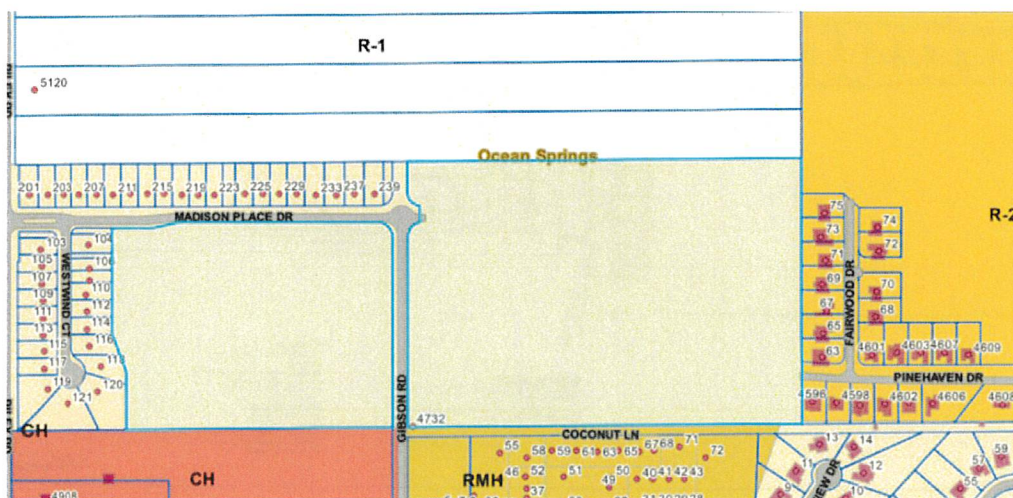


Figure 4. Subject Property and Adjacent Zoning Districts.

Zoning classifications adjacent to the subject property are as follows:

- **North:** R-D Residential district, Single-Family dwellings in Madison Place Phase I and R-1 Single Family Residential district; undeveloped land.
- **East:** R-2 Single Family district; single family detached dwellings in the Lakeview Subdivision.
- **South:** RMH Mobile Home district
- **West:** R-D Residential district; single family dwellings in Madison Place Phase 1 subdivision

IV. PRELIMINARY PLAT APPROVAL:

The Preliminary Plat containing 51 lots was recommended for approval by the Planning Commission February 11, 2025 and was placed on the Board of Aldermen agenda for March 4, 2025.

It was noted at the Board of Aldermen meeting that previous discussions required Madison Place Phase 2 to connect with Lakeview Subdivision to provide an additional exit for Lakeview residents; however, at the Planning Commission and Board of Aldermen meeting several Lakeview residents spoke out against connecting the roads.

On March 4, 2025 the Board of Aldermen made a motion to approve the Preliminary Plat of Madison Place Phase 2 with the final determination regarding the connecting road to be made at the time of final plat approval. (This will be a later subphase of Phase 2).

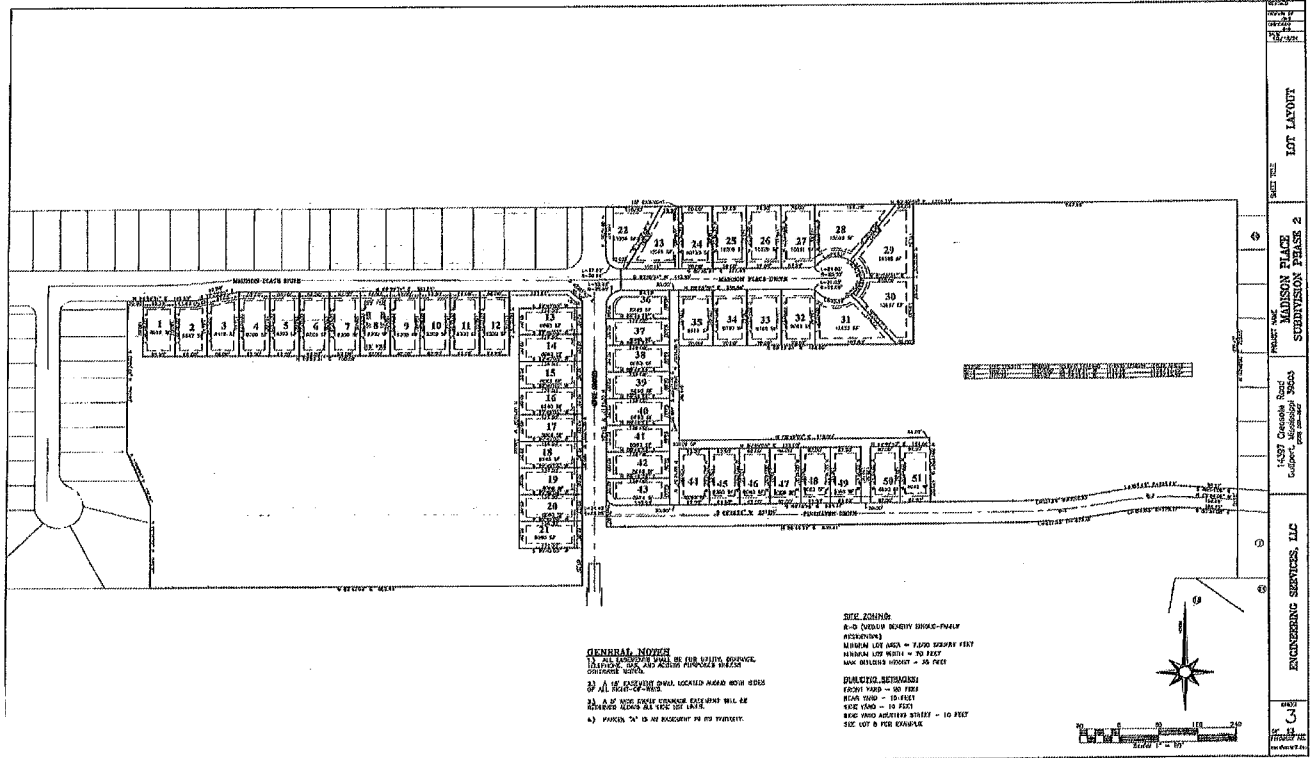
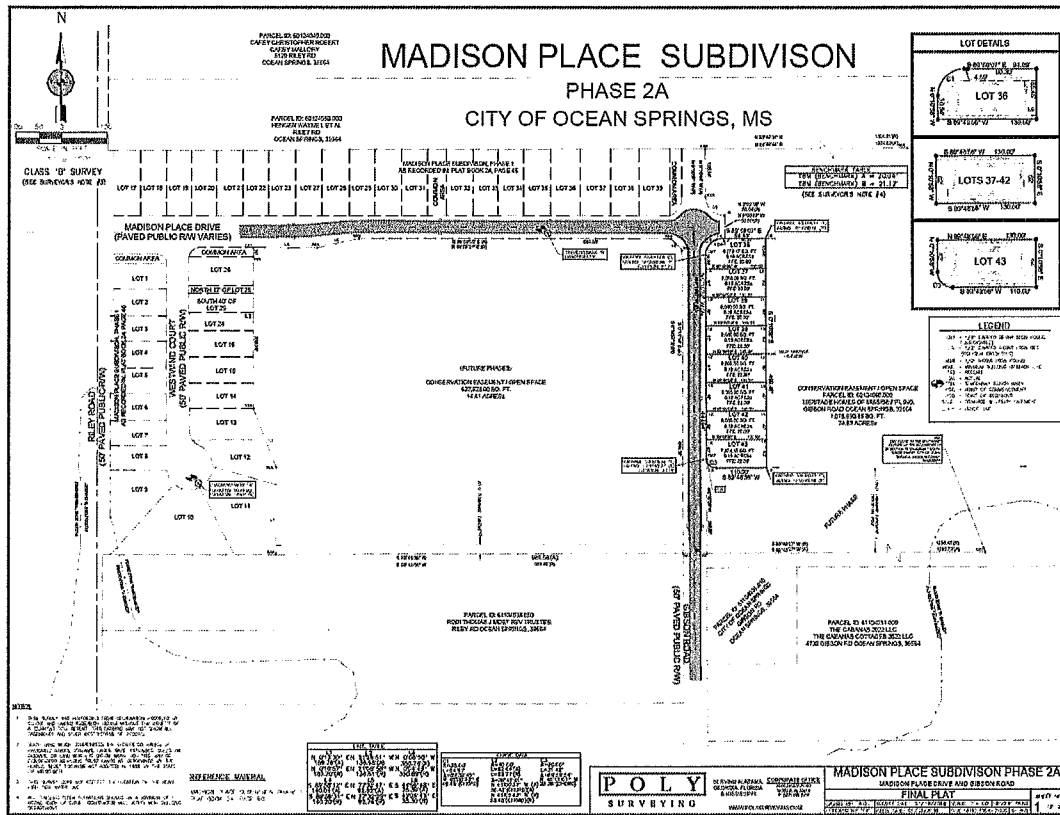


Figure 4. Approved Preliminary Plat of Madison Place Phase 2 (Reduced)

Figure 6.



Madison Place Phase 2A Final Plat with Lot Layout (Reduced)

V. FINDINGS:

In accordance with the Unified Development Code, the Final Plat must include all information required for legal recordation and verification that infrastructure has been constructed in compliance with approved engineering plans.

- The Final Plat layout for Lots 36–43 matches the configuration approved under the Preliminary Plat.
- Required survey certifications and legal descriptions have been provided on the Final Plat.
- As-built construction drawings have been submitted confirming completion of infrastructure improvements serving the subject lots.
- Street lighting and street signage plans applicable to this phase have been submitted.
- Wetland permit received including request to transfer ownership from previous owner’s name to Meritage Homes of Mississippi, Inc.
- MDEQ Sewer and MSDH approval letters received.
- MDEQ Stormwater permit received.

VI. PUBLIC NOTICE:

- Legal Advertisement posted in the Sun Herald on March 29, 2026.
- Planning Commission yard signs were posted on the property March 30, 2026.
- Notifications were mailed to adjacent property owners within a 500-foot radius on March 30, 2026.

VII. PUBLIC COMMENTS:

- Letter received from Matthew Colerick – February 26, 2026
- Letter received from Stephen Parker – April 7, 2026

VIII. VIOLATION:

The Building Department conducted a site inspection for Stormwater Pollution Prevention Plan (SWPPP) compliance on Friday, April 10, 2026 and sent Notice of Violation to Meritage Homes and their Engineer of Record, Heinrich & Associates, for immediate corrective action. The Building Department will follow up Monday, April 13, 2026 to verify corrective actions have been taken.

IX. BONDS:

The following bonds were received for Madison Place Phase 2A:

- a. 3-year maintenance bond in the amount of \$5,600 (\$700/lot requirement)
- b. 5-year maintenance bond in the amount of \$9,077.50 for sidewalk improvements

X. POTENTIAL MOTIONS:

To recommend **approval** of the Madison Place Subdivision Phase 2A Final Plat consisting of 8 single-family residential lots, based on compliance with the Unified Development Code and consistency with prior approvals.

— OR —

To recommend **denial** of the Madison Place Subdivision Phase 2A Final Plat.



City of Ocean Springs Planning Department
 1018 Porter Avenue / PO Box 1800 Ocean Springs, MS 39564
 (228) 875-4415

APPLICATION: SUBDIVISION DEVELOPMENT

—Specific Requirements Outlined in Chapter 2 of the Unified Development Code—

SUBDIVISION TYPE: Minor (*4 lots or less*) Major (*more than 4 lots*)

Phase of Development: Sketch Plat Preliminary Plat Final Plat

Effective June 11, 2006, the following application fees apply:

	<u>Minor S/D</u>	<u>Major S/D</u>
Sketch Plat	\$ 250 + \$1	\$ 300 + \$1
Preliminary Plat	\$ 250 + \$ 50/lot	\$ 250 + \$ 50/lot
Final Plat	\$ 250 + \$ 50/lot	\$ 250 + \$ 50/lot

\$1.00 fee per Ordinance 2022-17 following requirements of Section 25-60-5 MS Code Annotated.

Standard mail fee required for notification of property owners within 500' of applicant property. Exact fee to be determined by City, based on current postage rates.

Application Date: February 7, 2026 (*Applications are due by the 7th of each month.*)

Name of Subdivision: Madison Place Subdivision, Phase 2A
 Address of Original Parcel(s): Madison Place Drive, Ocean Springs, MS
 Parcel ID(s): 60124060.000

- | | | | |
|---------------------|---|---|--|
| 1. Applicant: | <u>Meritage Homes of Mississippi</u> | Phone <u>228-207-7169</u> | |
| | Address <u>1635 Popp's Ferry Rd. , Biloxi, MS 39532</u> | Email _____ | |
| 2. Local Agent: | <u>Heinrich & Associates, LLC</u> | Phone <u>228-896-6768</u> | |
| | Address <u>1806 23rd Ave. Ste B, Gulfport, MS 39501</u> | Email <u>bobby.h@heinrichassociates.net</u> | |
| 3. Owner of Record: | <u>Meritage Homes of Mississippi, INC</u> | Phone _____ | |
| | Address <u>18655 N.Claret Dr. Ste 400, Scottsdale, AZ</u> | Email _____ | |
| 4. Engineer: | <u>Terry Moran, PE</u> | Phone <u>228-896-4733</u> | |
| | Address <u>1806 23rd Ave. Ste B, Gulfport, MS 39501</u> | Email _____ | |
| 5. Land Surveyor: | <u>Poly Surveying</u> | Phone <u>251-666-2010</u> | |
| | Address <u>5588 Jackson Road, Mobile, AL 36619</u> | Email <u>tfranklin@polysurveying.com</u> | |
| 6. Attorney: | _____ | Phone _____ | |
| | Address _____ | Email _____ | |

Attach Appropriate Checklist for Requested Phase of Review

Property Information

1. Tax Map Designation: Section 24 Township: 7 South Range: 8 West
2. Proposed Subdivision Location: On the south side of Madison Place Drive (street)
400 ft +/- (distance in feet) east (relative direction) of Riley Road (street)
3. List all contiguous holdings in the same ownership:
Section N/A Lot(s) N/A
4. Zoning of Parcel(s): R-D 5. Total Acreage: 1.10 AC +/-
6. Smallest Lot Size: 7,974 SF 7. Proposed # of Lots: 8
9. Is the property located within a special district? (historic district, waterview preservation, or other designated overlay district, etc.) No
11. Does the property include any wetlands? If so, include professional wetland delineation. Yes
12. Has any lot included in this request been previously split or reconfigured, to your knowledge? No
13. Are there any easements or other legal restrictions on the property? If so, please explain. See plans.
14. Are there any existing structures on the property? If so, will they be kept or demolished? No

Proposed Subdivision Information

15. Is the subdivision infrastructure proposed to be: PUBLIC or PRIVATE?
16. Are any commercial or multi-use activities proposed? Yes No
If so, please describe: _____
17. Are any variances being requested for the proposed subdivision? If so, please explain.
N/A
18. Have there been any variances, exceptions, appeals or special uses granted for any properties in this request?
 Yes No If yes, please explain and state the date(s) of approval: _____
19. Is any open space or common area included in this subdivision? (Include any bus stops.) Yes No
If yes, please describe: _____
20. Is the subdivision ingress/egress onto a "major" road, as classified by the City? Yes No
21. **Complete where applicable:**
For Preliminary Plat: Date **SKETCH PLAT** was approved by Board of Aldermen: July 6, 2021
For Final Plat: Date **PRELIMINARY PLAT** was approved by Board of Aldermen: March 4, 2025
 - Were any changes made subsequent to preliminary plat approval? Yes No
If yes, please describe: _____
 - Does this final plat request include the entire area approved in the preliminary plat? Yes No

Notes and Next Steps for each phase are provided on the REQUIRED checklists.

Affidavit of Ownership

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance into the present owner as recorded in the County Records of Deeds (Chancery Clerk) office. This affidavit shall indicate the legal ownership of the property, the contract owner of the property, and the date the contract of sale was executed.

I, (print name) Holly Johnson, hereby certify that:

1. I am the owner of the property that is the subject of this application and that I have read and understand the requirements as outlined in the application.
2. There are no outstanding City of Ocean Springs property taxes or special assessments on the original parcel(s).

I further acknowledge that the information provided herein is true and correct to the best of my knowledge.

Owner(s) Name: Holly Johnson Parcel ID(s): 60124060.000

Date Property Acquired Date: _____ Book and Page of Each Conveyance: _____

Owner's Signature Holly Johnson Date: 1/21/26

NOTE: If corporate ownership, attach a list of all directors, officers, stockholders of each corporation owning more than 5% of any class of stock.

STATE OF Mississippi

COUNTY OF Harrison

I Pamela M. Holland, hereby depose and say that all the above statements and the statements contained in the papers submitted herewith are true.

Mailing Address 1635 Poppo's Ferry Rd. Ste A. Biloxi, MS 39532

Subscribed and sworn before me this 21st day of January, 2026

My Commission expires: May 14, 2029

Notary Signature: Pamela M. Holland



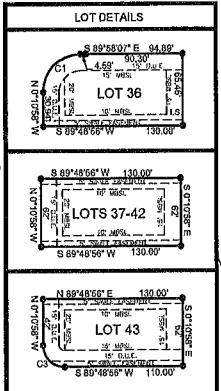
MADISON PLACE SUBDIVISION PHASE 2A CITY OF OCEAN SPRINGS, MS

PARCEL ID: R0124040.000
CAREY CHRISTOPHER ROBERT
CAREY MALLOCHY
5120 RILEY RD
OCEAN SPRINGS, 39564

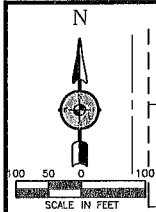
PARCEL ID: 60126050.000
HENSON WAYNE L ET AL
RILEY RD
OCEAN SPRINGS, 39564

MADISON PLACE SUBDIVISION, PHASE 1
AS RECORDED IN PLAT BOOK 24, PAGE 48

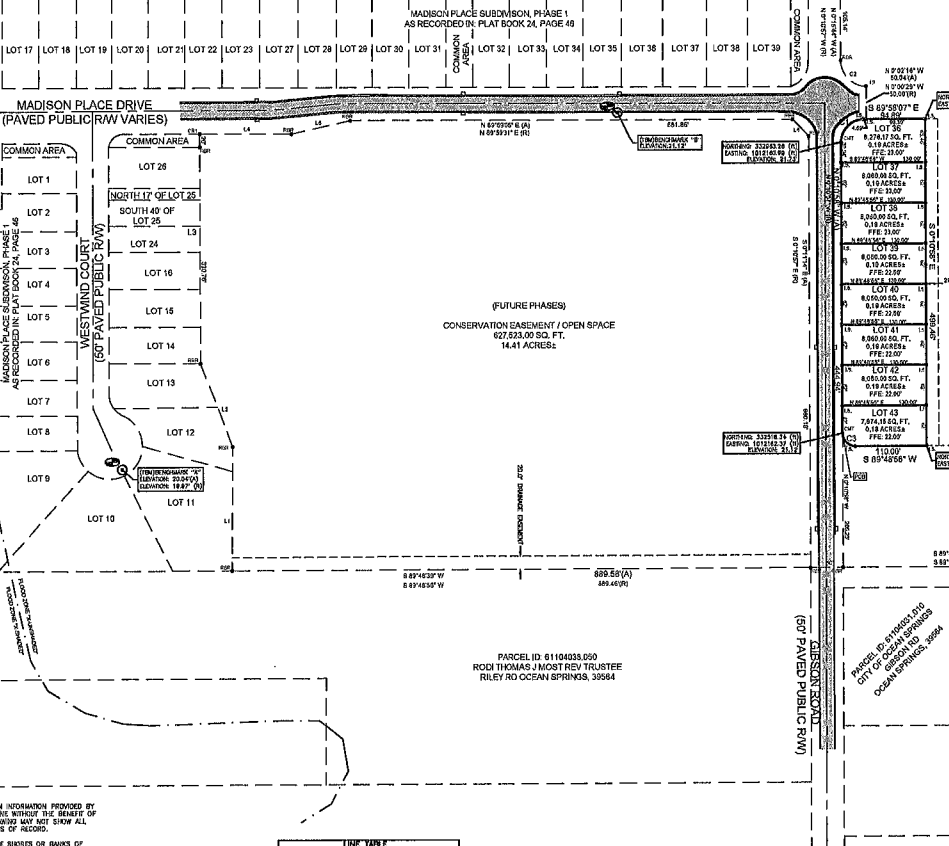
BENCHMARK TABLE
TBM (BENCHMARK) A = 203.4'
TBM (BENCHMARK) B = 21.12'
(SEE SURVEYOR'S NOTE #4)



LEGEND
 CSI = 1/2" CAPPED REBAR IRON FOUND
 (UNUSUAL)
 I.S. = 1/2" REBAR IRON SET
 (POLYURETHANE COATED)
 RRI = 1/2" REBAR IRON FOUND
 (POLYURETHANE COATED)
 MSL = BATHING BUILDING TRACK LINE
 (R) = RECORD
 (A) = ACTUAL
 POB = POINT OF BEGINNING
 PUS = POINT OF BEGINNING
 D.U.E. = DRAINAGE & UTILITY EASEMENT
 --- = FENCE LINE



SCALE IN FEET
1" = 100'
CLASS 'B' SURVEY
(SEE SURVEYOR'S NOTE #3)



- NOTES**
1. THIS SURVEY WAS PERFORMED FROM INFORMATION PROVIDED BY CLIENT AND LIMITED RESEARCH ONLINE WITHOUT THE BENEFIT OF A CURSORY TITLE REVIEW. THE DRAWING MAY NOT SHOW ALL EASEMENTS AND OTHER RESTRICTIONS OF RECORD.
 2. SUCH LAND WHICH COMPRISES THE BORDERS OR BOUNDS OF MOVABLE PILES, STREAMS, LAKES, RIVERS, ESTUARIES, COALS OR OCCURS ON LAND WHICH IS BELOW MEAN HIGH TIDE MAY BE CONSIDERED AS PUBLIC TRUST LANDS AS DETERMINED BY THE PUBLIC TRUST TERRITORIES ACT ADOPTED IN 1989 BY THE STATE OF MISSISSIPPI.
 3. THIS SURVEY DOES NOT REFLECT THE LOCATION OF THE MEAN HIGH TIDE WATER LINE.
 4. ALL FINISHED FLOOR ELEVATIONS SHOWN BE A MINIMUM OF 1' ABOVE GROUND OF CURB. CONSTRUCTION WILL VERIFY WITH BUILDING DEPARTMENT.

REFERENCE MATERIAL
MADISON PLACE SUBDIVISION PHASE 1
PLAT BOOK 24, PAGE 80

LINE TABLE

LINE NO.	START POINT	END POINT	BEARING	DISTANCE
1	N 01°13'00" E	215.75	W	698.00
2	N 01°13'00" E	215.75	W	698.00
3	N 01°13'00" E	215.75	W	698.00
4	N 01°13'00" E	215.75	W	698.00
5	N 01°13'00" E	215.75	W	698.00
6	N 01°13'00" E	215.75	W	698.00
7	N 01°13'00" E	215.75	W	698.00
8	N 01°13'00" E	215.75	W	698.00
9	N 01°13'00" E	215.75	W	698.00
10	N 01°13'00" E	215.75	W	698.00
11	N 01°13'00" E	215.75	W	698.00
12	N 01°13'00" E	215.75	W	698.00
13	N 01°13'00" E	215.75	W	698.00
14	N 01°13'00" E	215.75	W	698.00
15	N 01°13'00" E	215.75	W	698.00
16	N 01°13'00" E	215.75	W	698.00
17	N 01°13'00" E	215.75	W	698.00
18	N 01°13'00" E	215.75	W	698.00
19	N 01°13'00" E	215.75	W	698.00
20	N 01°13'00" E	215.75	W	698.00
21	N 01°13'00" E	215.75	W	698.00
22	N 01°13'00" E	215.75	W	698.00
23	N 01°13'00" E	215.75	W	698.00
24	N 01°13'00" E	215.75	W	698.00
25	N 01°13'00" E	215.75	W	698.00
26	N 01°13'00" E	215.75	W	698.00
27	N 01°13'00" E	215.75	W	698.00
28	N 01°13'00" E	215.75	W	698.00
29	N 01°13'00" E	215.75	W	698.00
30	N 01°13'00" E	215.75	W	698.00
31	N 01°13'00" E	215.75	W	698.00
32	N 01°13'00" E	215.75	W	698.00
33	N 01°13'00" E	215.75	W	698.00
34	N 01°13'00" E	215.75	W	698.00
35	N 01°13'00" E	215.75	W	698.00
36	N 01°13'00" E	215.75	W	698.00
37	N 01°13'00" E	215.75	W	698.00
38	N 01°13'00" E	215.75	W	698.00
39	N 01°13'00" E	215.75	W	698.00

AREA DATA

AREA NO.	AREA TYPE	AREA VALUE
1	LOT 1	0.12
2	LOT 2	0.12
3	LOT 3	0.12
4	LOT 4	0.12
5	LOT 5	0.12
6	LOT 6	0.12
7	LOT 7	0.12
8	LOT 8	0.12
9	LOT 9	0.12
10	LOT 10	0.12
11	LOT 11	0.12
12	LOT 12	0.12
13	LOT 13	0.12
14	LOT 14	0.12
15	LOT 15	0.12
16	LOT 16	0.12
17	LOT 17	0.12
18	LOT 18	0.12
19	LOT 19	0.12
20	LOT 20	0.12
21	LOT 21	0.12
22	LOT 22	0.12
23	LOT 23	0.12
24	LOT 24	0.12
25	LOT 25	0.12
26	LOT 26	0.12
27	LOT 27	0.12
28	LOT 28	0.12
29	LOT 29	0.12
30	LOT 30	0.12
31	LOT 31	0.12
32	LOT 32	0.12
33	LOT 33	0.12
34	LOT 34	0.12
35	LOT 35	0.12
36	LOT 36	0.12
37	LOT 37	0.12
38	LOT 38	0.12
39	LOT 39	0.12

POLY SURVEYING
SERVING ALABAMA, GEORGIA, FLORIDA, & MISSISSIPPI
CORPORATE OFFICE
1524 W. GULF BLVD.
SUITE 4, 36119
F. 678-4610

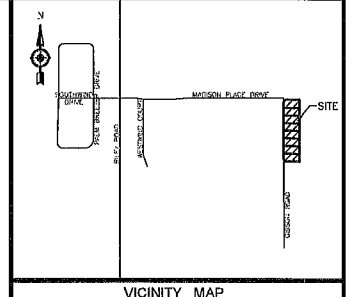
MADISON PLACE SUBDIVISION PHASE 2A
MADISON PLACE DRIVE AND GIBSON ROAD
FINAL PLAT
DRAWN BY: A.B.L. SURVEY DATE: 07/18/2023 SCALE: 1"=100' (118"x24" PRINT)
CHECKED BY: T.P. FILED DATE: 07/13/2023 FILE NAME: 200016-1-121

SHEET NO. 1 OF 2

MADISON PLACE SUBDIVISION

PHASE 2A

CITY OF OCEAN SPRINGS, MS



CERTIFICATE OF COMPARISON

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE HAVE COMPARED THE DUPLICATE PLAT WITH THE ORIGINAL PLAT OF MADISON PLACE SUBDIVISION PHASE 2A, AND FIND THE SAME TO BE AN EXACT DUPLICATE THEREOF.
CHANCERY CLERK

WITNESS OUR SIGNATURES THIS _____ DAY OF _____, 2026

BY: _____ BY: J. BRETT ORELL, P.L.S.
DEPUTY CLERK

CERTIFICATE OF RECORD

THIS IS TO CERTIFY THAT THIS PLAT WAS FILED IN THE OFFICE OF THE CHANCERY CLERK, JACKSON COUNTY, MISSISSIPPI AND WAS RECORDED IN PLAT BOOK _____ ON PAGE _____ ON THE _____ DAY OF _____, 2026

BY: _____
CHANCERY CLERK

CERTIFICATE OF FINAL PLAT APPROVAL

ALL REQUIREMENTS OF THE CITY OF OCEAN SPRINGS UNIFIED DEVELOPMENT CODE RELATIVE TO THE PREPARATION AND SUBMISSION OF A SUBDIVISION PLAT HAVING BEEN FULFILLED, APPROVAL OF THIS PLAT IS HEREBY GRANTED, SUBJECT TO FURTHER PROVISIONS OF THE SAID UNIFIED DEVELOPMENT CODE.

WITNESS MY SIGNATURE THIS _____ DAY OF _____, 2026.

BY: _____
CHAIRMAN, PLANNING COMMISSION

CERTIFICATE OF APPROVAL BOARD OF ALDERMEN, CITY OF OCEAN SPRINGS

NOTE: THE CITY OF OCEAN SPRINGS MAKES NO REPRESENTATION AS TO THE SUITABILITY OF ANY LOT IN THIS SUBDIVISION.

THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF OCEAN SPRINGS, MISSISSIPPI HEREBY APPROVE THIS PLAT AND ACCEPT THE DEDICATION OF EASEMENTS, AS

GRANTED AT THEIR MEETING OF THE _____ DAY OF _____, 2026

WITNESS MY SIGNATURE AND THE OFFICIAL SEAL OF THE CITY OF OCEAN SPRINGS,

MISSISSIPPI, THIS THE _____ DAY OF _____, 2026.

ROBERT "BOBBY" COX, MAYOR _____ CITY CLERK _____

INDEXING INSTRUCTIONS:

SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 8 WEST, CITY OF OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 8 WEST, CITY OF OCEAN SPRINGS, JACKSON COUNTY MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 8 WEST, CITY OF OCEAN SPRINGS, JACKSON COUNTY MISSISSIPPI; THENCE RUN ALONG THE ESTABLISHED SECTION LINE COMMON TO SECTIONS 24 AND 25, TOWNSHIP 7 SOUTH, RANGE 8 WEST, S 89°48'27"W, A DISTANCE OF 1285.73 FEET TO AN IRON REBAR ON THE EASTERLY RIGHT OF WAY LINE OF GIBSON ROAD; THENCE RUN ALONG SAID EASTERLY RIGHT OF WAY LINE N 0°10'58" W, A DISTANCE OF 205.23 FEET TO A CONCRETE MONUMENT (MISSISSIPPI EAST STATE PLANE COORDINATES BEING 332,518.34 (FT) NORTHING AND 1,012,162.37 (FT) EASTING), BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE N 0°10'58" W, A DISTANCE 444.94 FEET TO A CONCRETE MONUMENT (MISSISSIPPI EAST STATE PLANE COORDINATES BEING 332,963.28 (FT) NORTHING AND 1,012,160.99 (FT) EASTING), BEING THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET AND A DELTA ANGLE OF 89°09'48"; THENCE RUN NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 54.07 FEET, HAVING A CHORD BEARING OF N 49°00'33"E AND A DISTANCE OF 49.49 FEET TO A CAPPED IRON REBAR; THENCE RUN S 09°50'07" E, A DISTANCE 84.69 FEET TO A CAPPED IRON REBAR; THENCE RUN S 0°10'58" W, A DISTANCE OF 409.48 FEET TO A CAPPED IRON REBAR; THENCE RUN S 89°48'56" W, A DISTANCE OF 110.00 FEET TO A CAPPED IRON REBAR, BEING THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 20 FEET AND A DELTA ANGLE OF 89°09'48"; THENCE RUN IN A NORTHWESTERLY DIRECTION ALONG SAID CURVE AN ARC LENGTH 31.42 FEET, HAVING A CHORD BEARING OF N 49°11'01" W AND A DISTANCE OF 28.28 FEET TO A CAPPED IRON REBAR, BEING THE POINT OF BEGINNING, CONTAINING 1.48 ACRES MORE OR LESS.

ALL BEARINGS BASED ON THE GRID NORTH AS DETERMINED BY RTK GPS USING THE TRANSVERSE MERCATOR PROJECTION AND REFERENCED TO NAD83, MISSISSIPPI EAST STATE PLANE COORDINATES WITH A CONVERGENCE ANGLE OF 00° 02' 41.38", COMBINED FACTOR OF 0.999986074.

SURVEYORS CERTIFICATE:

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

WITNESS MY SIGNATURE AND SEAL THIS _____ DAY OF _____, 2026

J. BRETT ORELL, PLS MS, REG. NO. PS-29503

OWNERS CERTIFICATE AND DEDICATION:

THIS IS TO CERTIFY THAT MERITAGE HOMES OF MISSISSIPPI, INC. IS THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT, DECLARES THIS IS TO BE A CORRECT PLAT OF MADISON PLACE SUBDIVISION, PHASE 2A AND THAT SAID OWNER HEREBY DEDICATES THE RIGHT-OF-WAY AND EASEMENTS SHOWN ON THIS PLAT INTO THE CITY OF OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI, FOR THE PUBLIC USE FOREVER.

WITNESS MY SIGNATURE ON THIS _____ DAY OF _____, 2026

BY: JONATHAN WHITE, AS AREA PRESIDENT

ACKNOWLEDGEMENT:

STATE OF _____

COUNTY OR PARISH OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE COUNTY/PARISH OF _____

STATE OF _____ PERSONALLY APPEARED THE _____

AFOREREMANED JONATHAN WHITE, AREA PRESIDENT OF MERITAGE HOMES OF MISSISSIPPI, INC. ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE ABOVE AND FOREGOING DEDICATION OF PLAT AS THE ACT OF DEED OF SAID OWNER, AFTER BEEN DULY AUTHORIZED TO DO SO.

GIVEN UNDER MY HAND AND SEAL OF THIS THE _____ DAY OF _____, 2026

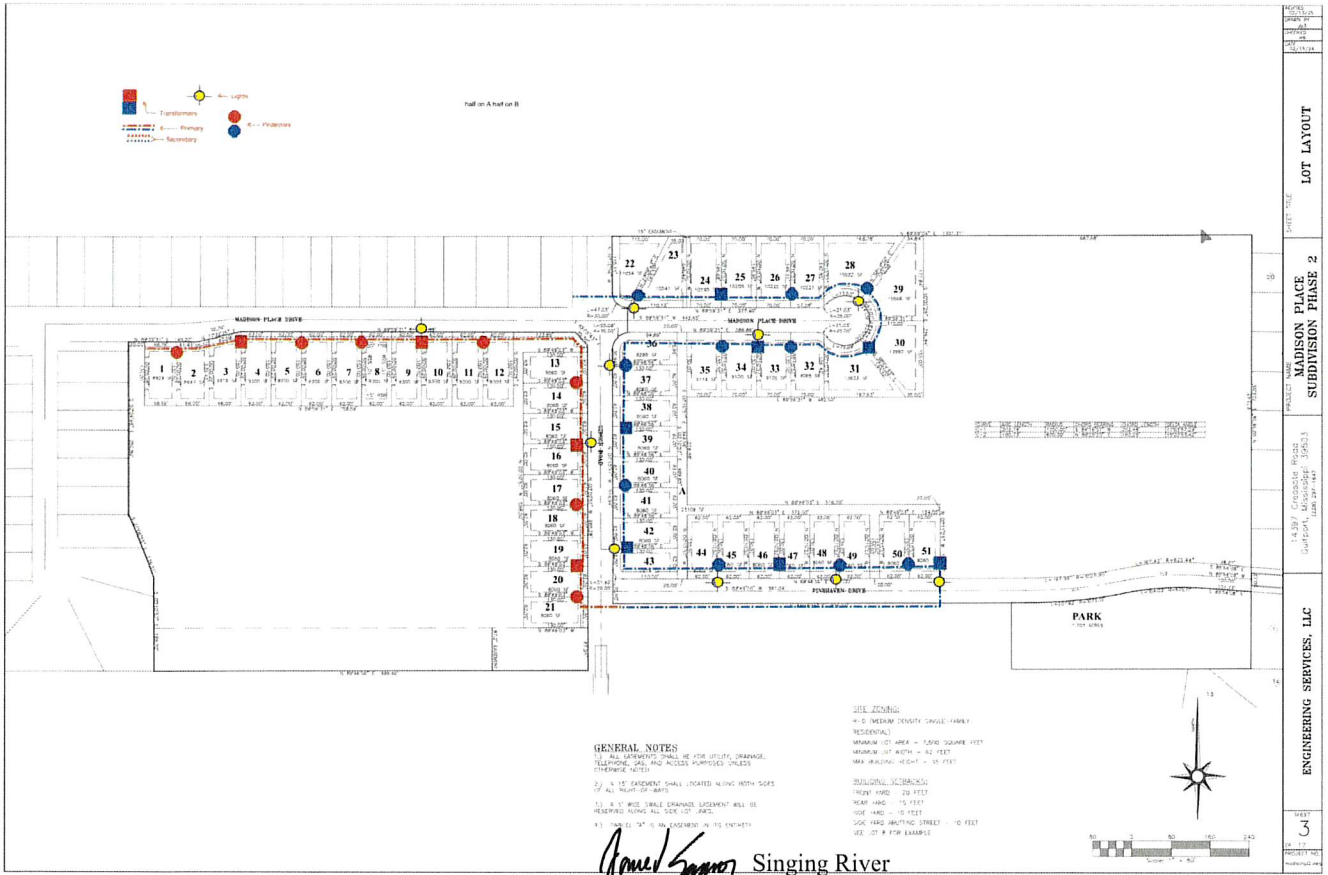
_____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

SITE DATA	
TOTAL LAND AREA:	1.48 ACRES
SMALLEST LOT SIZE:	0.18 ACRES
TOTAL NUMBER OF LOTS:	8
LINEAR FEET OF STREETS:	500' ±
OWNER INFORMATION:	
PARCEL ID:	60124080.000
MERITAGE HOMES OF MISSISSIPPI, INC RILEY ROAD OCEAN SPRINGS MS, 38501	

POLY SURVEYING	SERVING ALABAMA, GEORGIA, FLORIDA & MISSISSIPPI	CORPORATE OFFICE 1112 22ND STREET #104 P. 051.668.2818
	WWW.POLYSURVEYING.COM	

MADISON PLACE SUBDIVISION PHASE 2A	
MADISON PLACE DRIVE AND GIBSON ROAD	
FINAL PLAT	
OWNER: MERITAGE HOMES OF MISSISSIPPI, INC	FILE NAME: 2026-00018-001
CHECKED BY: JTB	DATE: 01/15/2026

SHEET NO. 2 OF 2





STATE OF MISSISSIPPI
TATE REEVES
GOVERNOR
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
CHRIS WELLS, EXECUTIVE DIRECTOR

March 2, 2026

Mr. Brandon Ellis
Madison Place Development, LLC
17940 Painters Row
Covington, LA, 70435

Dear Brandon Ellis:

Re: Madison Place Subdivision, Phase 2A
Lots 36-43
Jackson County
Project. No. 20279-PLA2025001

We have received your consulting engineer's certification that the referenced project has been completed in accordance with the plans and specifications approved by our office. We have no further comments on this project.

Should you have any questions, please contact me at (601) 961-5171.

Sincerely,



Bradley R. Crain, P.E., BCEE
Chief, Municipal and Commercial Wastewater Division

cc: William F. Moody, P.E., BCEE, MDOH

20279 PLA20080001

OFFICE OF POLLUTION CONTROL
Post Office Box 2261 · Jackson, Mississippi 39225-2261 · Tel: (601) 961-5171 · Fax: (601) 354-6612 · www.mdeq.ms.gov
AN EQUAL OPPORTUNITY EMPLOYER

Re: Madison Place Subdivision Final Approval Question

From Ferrill, Wendy <Wendy.Ferrill@msdh.ms.gov>

Date Tue 12/2/2025 12:31 PM

To Audra Sawyer <audra.s@heinrichassociates.net>

Cc Bobby Heinrich <bobby.h@heinrichassociates.net>; Melanie Lamb <melanie.l@heinrichassociates.net>

If they are tapping into an existing main, this would be considered individual taps/service connections. Bacti samples would not be required on this since there isn't any new construction/extensions. Please let me know if you have any questions. Thanks, Wendy

Wendy Ferrill, P.E., BCEE
Regional Engineer
Bureau of Public Water Supply
Mississippi State Department of Health
570 East Woodrow Wilson
P.O. Box 1700
Jackson, MS 39215
Cell: 228-297-5187
Email: wendy.ferrill@msdh.ms.gov



MISSISSIPPI STATE DEPARTMENT OF HEALTH

*To protect and advance the health,
well-being and safety of everyone
in Mississippi.*

msdh.ms.gov



From: Audra Sawyer <audra.s@heinrichassociates.net>

Sent: Monday, December 1, 2025 11:20 AM

To: Ferrill, Wendy <Wendy.Ferrill@msdh.ms.gov>

Cc: Bobby Heinrich <bobby.h@heinrichassociates.net>; Melanie Lamb <melanie.l@heinrichassociates.net>

Subject: Madison Place Subdivision Final Approval Question

Good morning,

We would like to know the best way to proceed with Madison Place Phase 2, the developer would like to plat 27 of the 51 approved lots. These 27 lots (Lots 1-21 & Lots 37-42) are tapping into preexisting water and sewer. Would the procedure be the same for obtaining final approval from MSDH (submitting Bac-T Test and As-builts) if the developer is just tapping into an existing water main? Bobby and Terry feel this it's necessary to proceed, but we wanted to reach out for confirmation before moving forward.

Please see the attached drawing showing which lots are in question of the final plat and the initial MSDH approval for this project.

Should you have any questions or need additional information, please contact me at any time.



*State of Mississippi
Department of Environmental Quality
Office of Pollution Control*

Certificate of Permit Coverage

under Mississippi's Large Construction Storm Water General NPDES Permit

Be it known

**Meritage Homes of Mississippi, Inc
Biloxi, Mississippi**

having submitted an acceptable Construction Notice of Intent, is hereby granted this Certificate of Permit Coverage in order to discharge storm water associated with the construction of

**Madison Place Subdivision
Receiving Stream: Davis Bayou
Jackson County**

Becky Simonson

Chief, Environmental Permits Division

Coverage No: MSR107705

Date of Coverage: July 29, 2024

Date Permit Expires: January 31, 2027

Date Coverage Modified: June 23, 2025

20279 GNP20250001

DEPARTMENT OF THE ARMY PERMIT

Permittee: Elliott Land Development, LLC

Permit No.: SAM-2004-03387-RCV

Issuing Office: MOBILE DISTRICT

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the U.S. Army Corps of Engineers (USACE) having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: The project will involve the permanent discharge of fill material into 13.06 acres of pine flatwood wetlands and 52 linear feet of an un-named tributary to Davis Bayou for the construction of 51 residential lots, two roadways, and a culverted road crossing. The residential lots will be constructed along two existing roadways and two proposed roadways. Approximately 24.25 acres on-site will be preserved which include approximately 20.01 acre of wetlands and 157 linear feet of an un-named tributary to Davis Bayou. Preservation of on-site wetlands will provide 1.5 compensatory mitigation credits. In addition, approximately 3.99 pine savannah wetland credits will be purchased from Wetland Solutions, Devil's Swamp Phase II.

ATTACHED: 1. Project Maps/Plans

2. Mississippi Department of Environmental Quality, 401 Water Quality Certification (WQC2023033) dated 26 July 2024.

3. Mississippi Department of Marine Resources, CZM Consistency Concurrence (DMR22-000663) dated 29 August 2024

Project Location: Un-named Tributary to Davis Bayou; 53 acres around intersection of Madison Place and Gibson Road between Riley Road and an un-named tributary to Davis Bayou in Section 24, Township 7 South, Range 8 West, Ocean Springs, Jackson County, Mississippi. (Latitude 30.414566 and Longitude -88.744846).

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on October 08, 2029. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least 1 month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

- a. The permittee shall comply with all requirements of the Mississippi Department of Environmental Quality Section 401 Water Quality Certification (WQC2023033) dated 26 July 2024.
- b. The permittee shall comply with all requirements of the Mississippi Department of Marine Resources Coastal Zone Consistency Determination (DMR22-000663) dated 29 August 2024.
- c. If any evidence of the presence of Endangered/Threatened Species is found during construction, ground disturbing activities in the immediate vicinity must cease, and the permittee shall notify the USACE, Mobile District and the U.S. Fish and Wildlife Service immediately.

USACE, Mobile District, Attention: Regulatory Division, Post Office Box 2288, Mobile, Alabama 36628-0001; 251-690-2658

USFWS, 6578 Dogwood View Parkway, Suite A, Jackson, Mississippi 39213; 228-493-6631

- d. Best management practices shall be implemented to minimize erosion, siltation and damage to waters of the United States. Appropriate erosion and siltation control measures must be used and maintained in effective operating condition during construction. All temporary erosion control features shall remain in place until permanent stabilization measures have been completed and have become fully effective. The permittee shall be responsible for the removal of any excess sediment deposits which occur in waters of the United States as a result of the construction activities.
- e. Only clean, suitable material free of waste, metals, organic trash, unsightly debris, etc., may be used as fill associated with the construction activities. Construction material discharged in wetlands must be free from toxic pollutants in accordance with state and federal regulations.
- f. Should artifacts, archeological features, Native American artifacts, human remains, or other cultural resource materials be encountered during project activities, work shall cease and the U.S. Army Corps of Engineers (USACE) shall be consulted immediately by telephone at: (251) 690-2658 such that USACE may initiate appropriate federal, state, and tribal coordination to determine appropriate documentation and recovery efforts. If any archaeological or cultural materials are discovered during the project undertaking, neither the construction team nor the applicant will disclose this information to the public or the media in any manner. Discoveries of archaeological materials will be kept private and confidential. This stipulation shall be placed on the construction plans, and it is the permittee's responsibility to ensure that contractors are aware of this requirement.
- g. Prior to initiation of any construction activities on-site, the permittee shall purchase 3.99 pine savannah wetland credits from the Wetland Solutions' Devils Swamp Mitigation Bank Phase II. Written proof of purchase of wetland mitigation credits shall be provided to the USACE Mobile District, Regulatory Division, P.O. Box 2288, Mobile, Alabama 36628-0001, or by email to Kaaren.M.Neumann@usace.army.mil, prior to commencement of construction activities authorized by this permit.
- h. It is the responsibility of the permittee to ensure that all persons and contractors working on this project are aware of all general and special conditions of the permit. A copy of this permit and its general and special conditions shall remain available on site at all times during earthmoving and project construction activities.
- i. Within 60 days from issuance of this permit, the permittee shall place a USACE approved Restrictive Covenant on the 24.25 acres of persevered property which includes approximately 20.01 acres of wetlands and 157 linear feet of un-named tributary to Davis Bayou (Section 24, Township 7 South, Range 8 West, City of Ocean Springs, Jackson County, Mississippi) as part of the required mitigation for this project. This covenant shall be properly recorded on the land records of Jackson County. The permittee shall provide a certified copy of the land records to USACE documenting that the restrictive covenant has been properly recorded.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:
ENG FORM 1721, Nov 86 (33 CFR 325 (Appendix A))

- Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
 Section 404 of the Clean Water Act (33 U.S.C. 1344).

2. Limits of this authorization.

- a. This permit does not obviate the need to obtain other federal, state, or local authorizations required by law.
- b. This permit does not grant any property rights or exclusive privileges.
- c. This permit does not authorize any injury to the property or rights of others.
- d. This permit does not authorize interference with any existing or proposed federal project.

3. Limits of Federal Liability: In issuing this permit, the federal government does not assume any liability for the following:

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a re-evaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR Part 325.7 or enforcement procedures such as those contained in 33 CFR Parts 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR Part 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the USACE will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.



(PERMITTEE) **MR. BRANDON ELLIOTT**
FOR: ELLIOTT LAND DEVELOPMENT, LLC
1402 PASS ROAD
GULFPORT, MISSISSIPPI 39501

10/11/24
(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

JEREMY J. CHAPMAN
COLONEL, U.S. ARMY
(DISTRICT COMMANDER)



BY: _____

DYLAN C. HENDRIX, CHIEF
SOUTH MISSISSIPPI BRANCH
REGULATORY DIVISION

10/17/2024
(DATE)

When the structures or work authorized by this permit (**SAM-2004-03387-RCV**) are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEREE)

(DATE)

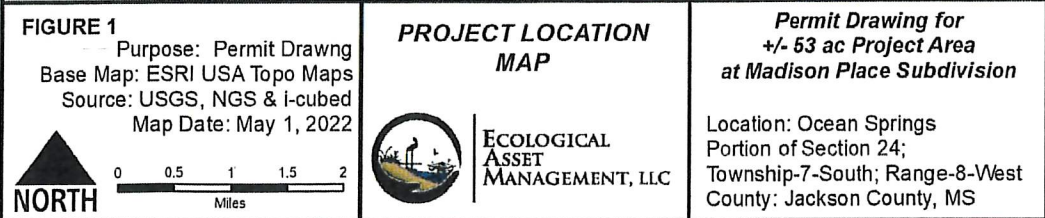
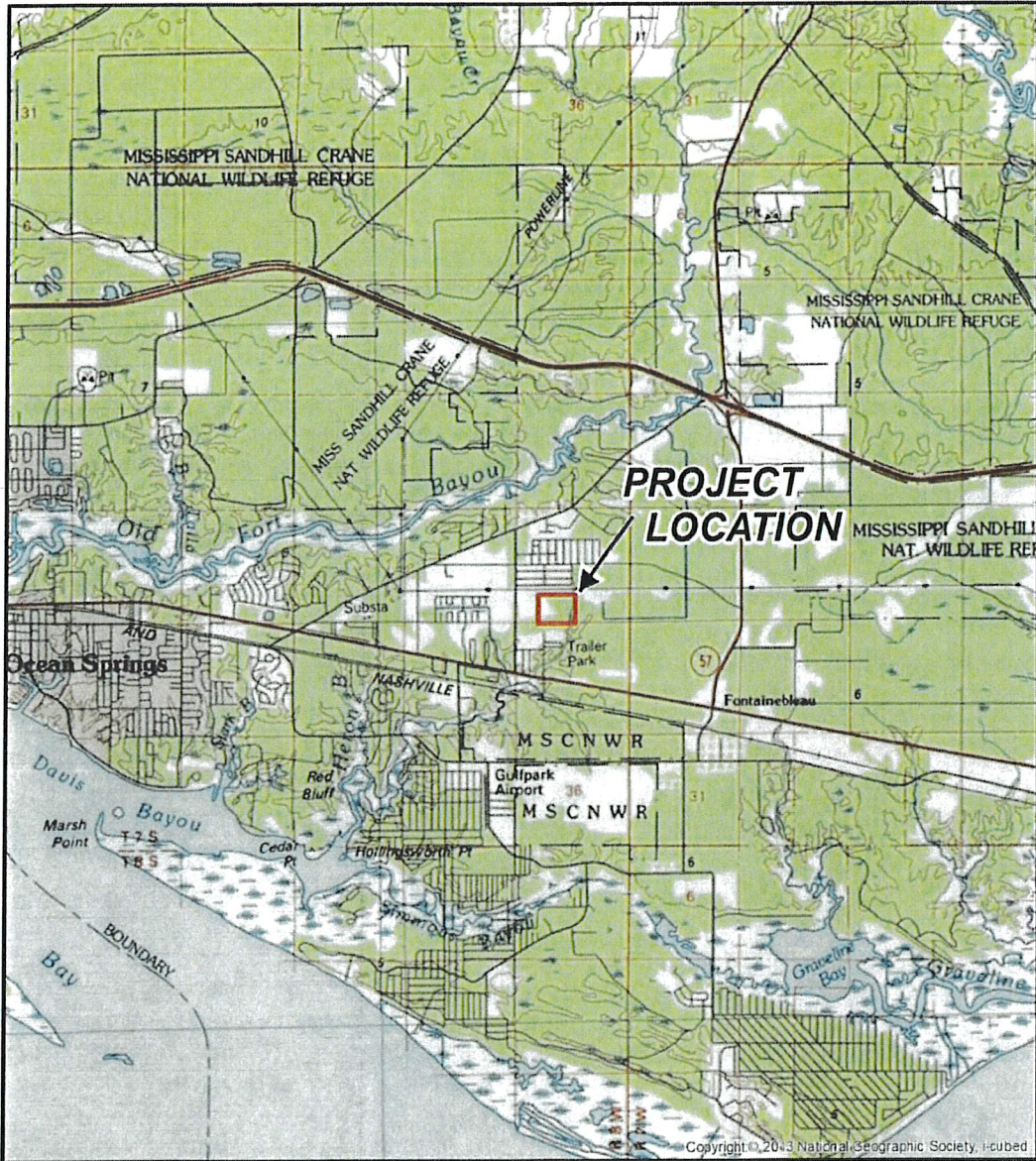


Figure 1. Project Location

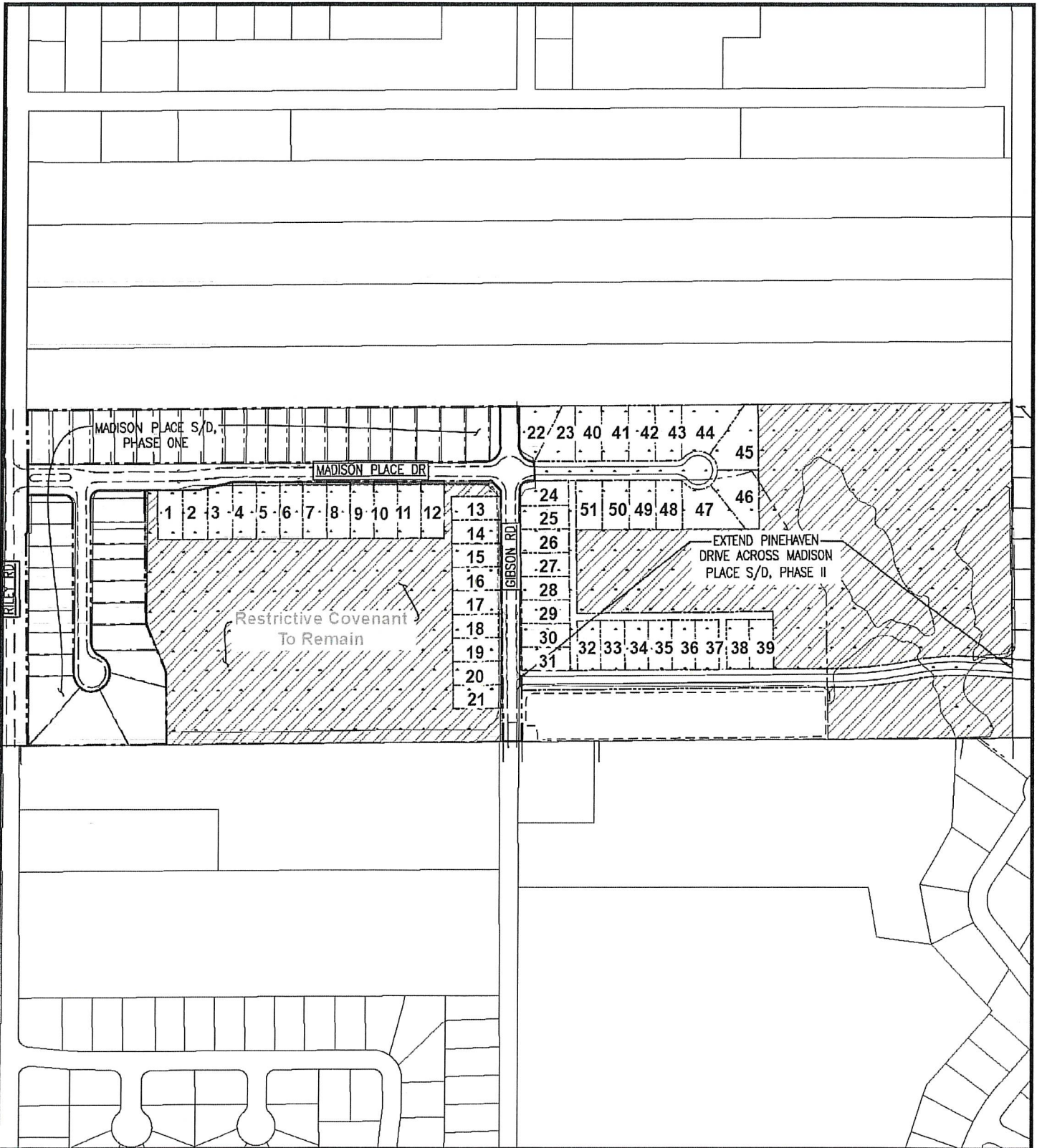
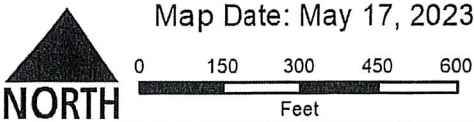


FIGURE 2-C
 Purpose: Permit Drawing
 Base Map: Proposed Site Plan
 Source: Elliott Homes &
 EAM Field Data
 Map Date: May 17, 2023



**PROPOSED NEW
 SITE PLAN MAP**



**ECOLOGICAL
 ASSET
 MANAGEMENT, LLC**

**Permit Drawing for
 +/- 53 ac Project Area
 at Madison Place Subdivision**

Location: Ocean Springs
 Portion of Section 24;
 Township-7-South; Range-8-West
 County: Jackson County, MS

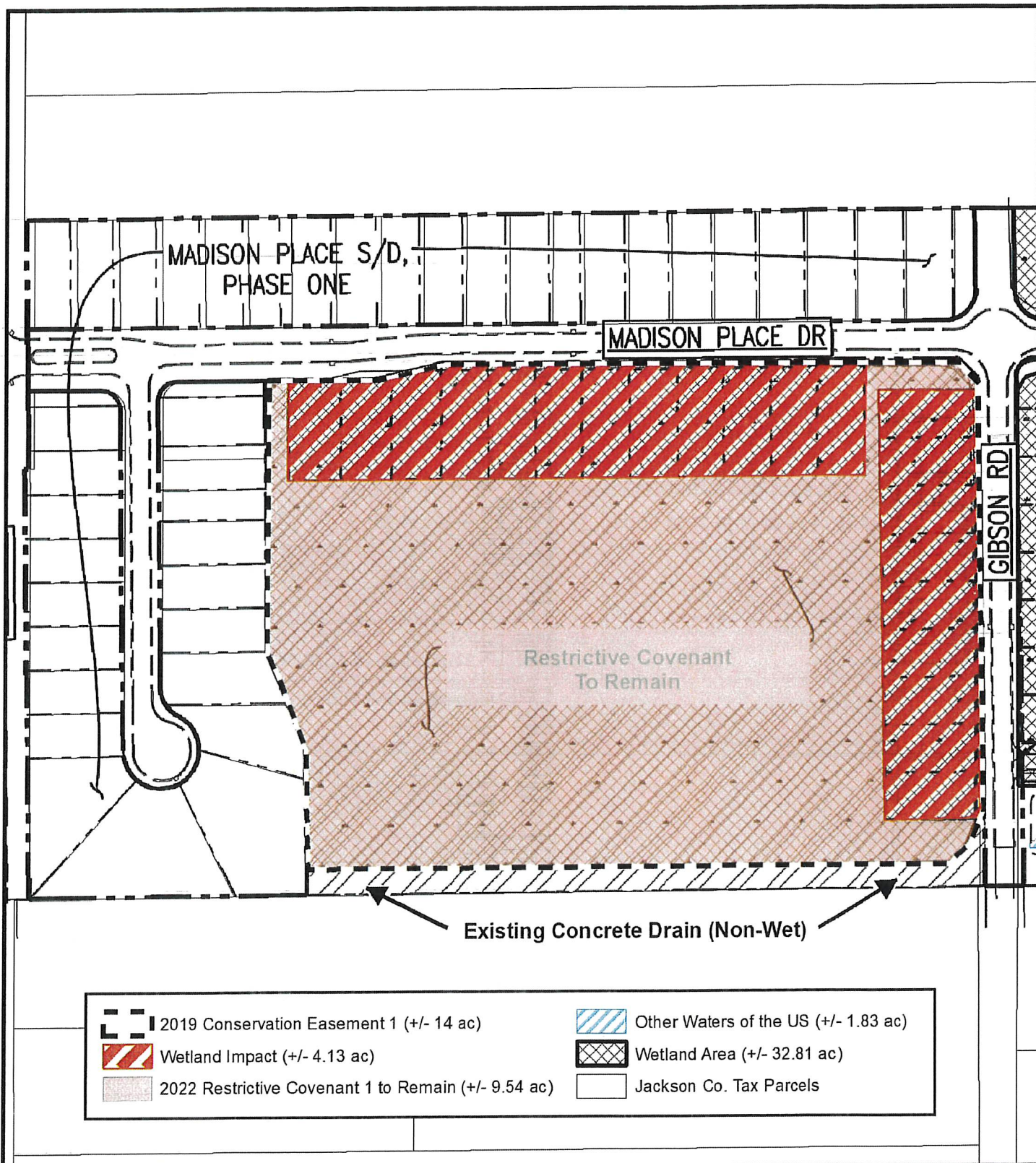
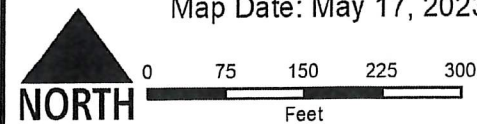


FIGURE 5 Purpose: Permit Drawing
 Base Map: Proposed Site Plan
 Source: Elliott Homes & EAM Field Data
 Map Date: May 17, 2023



**PROPOSED (2022) IMPACT
 MAP DETAILS - WEST
 BY TYPE**



**ECOLOGICAL
 ASSET
 MANAGEMENT, LLC**

**Permit Drawing for
 +/- 53 ac Project Area
 at Madison Place Subdivision**

Location: Ocean Springs
 Portion of Section 24;
 Township-7-South; Range-8-West
 County: Jackson County, MS

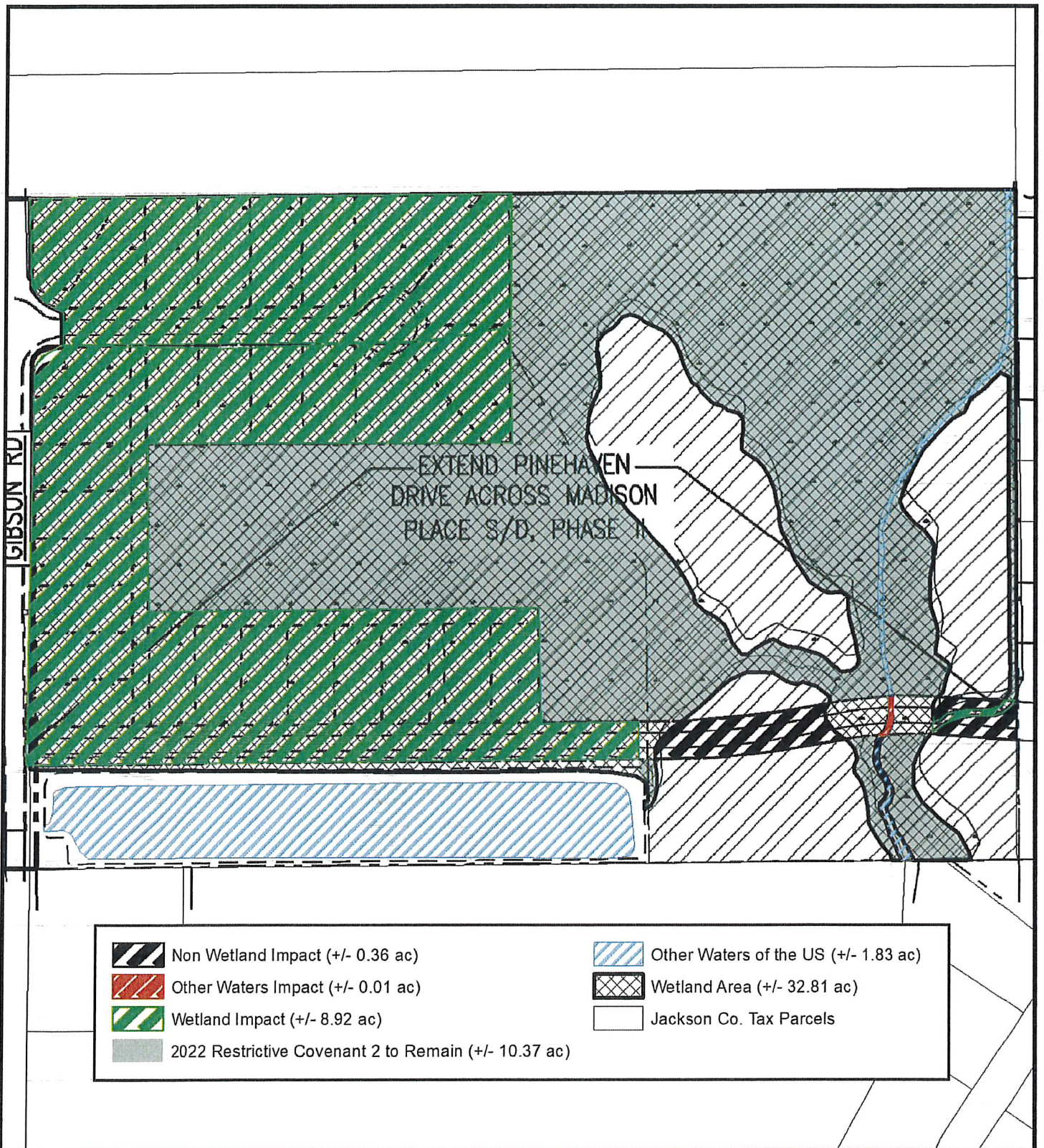
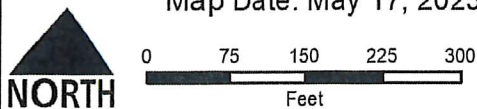


FIGURE 6
 Purpose: Permit Drawing
 Base Map: Proposed Site Plan
 Source: Elliott Homes &
 EAM Field Data
 Map Date: May 17, 2023



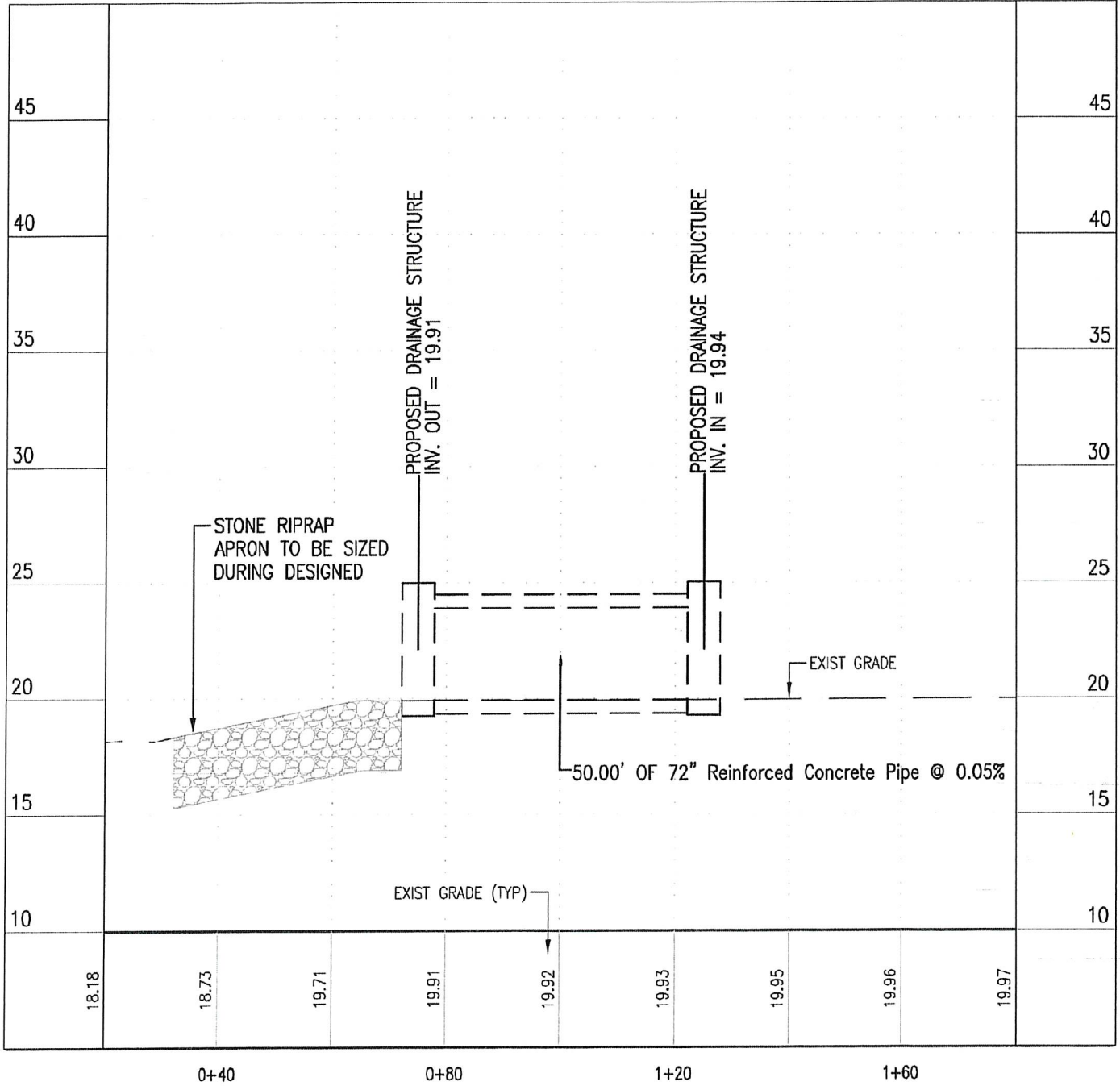
**PROPOSED (2022) IMPACT
 MAP DETAILS - EAST
 BY TYPE**



**ECOLOGICAL
 ASSET
 MANAGEMENT, LLC**

**Permit Drawing for
 +/- 53 ac Project Area
 at Madison Place Subdivision**

Location: Ocean Springs
 Portion of Section 24;
 Township-7-South; Range-8-West
 County: Jackson County, MS



Purpose: Permit Drawing
 Base Map: Proposed Extension
 Road Details
 Source: Pickering & Assoc. (2023)
 Map Date: May 10, 2023



SCALE: As Shown

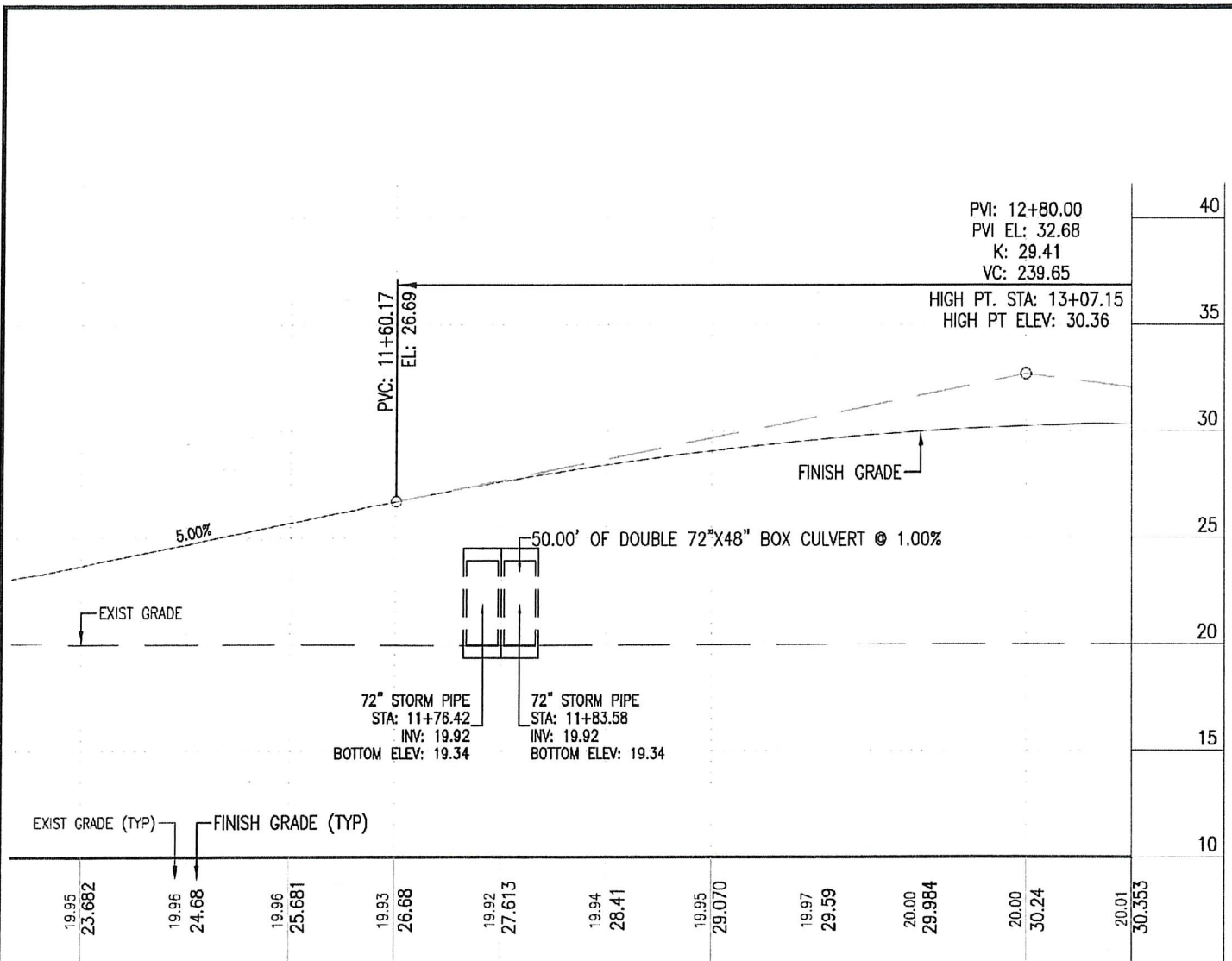
**PINEHAVEN DRIVE
 EXTENSION CULVERT
 PROFILE DETAILS**



**ECOLOGICAL
 ASSET
 MANAGEMENT, LLC**

**Permit Drawing for
 +/- 53 ac Project Area
 at Madison Place Subdivision**

Location: Ocean Springs
 Portion of Section 24;
 Township-7-South; Range-8-West
 County: Jackson County, MS



↑
Centerline Stream

Purpose: Permit Drawing
 Base Map: Proposed Extension
 Road Details
 Source: Pickering & Assoc. (2022)
 Map Date: May 10, 2023



SCALE: As Shown

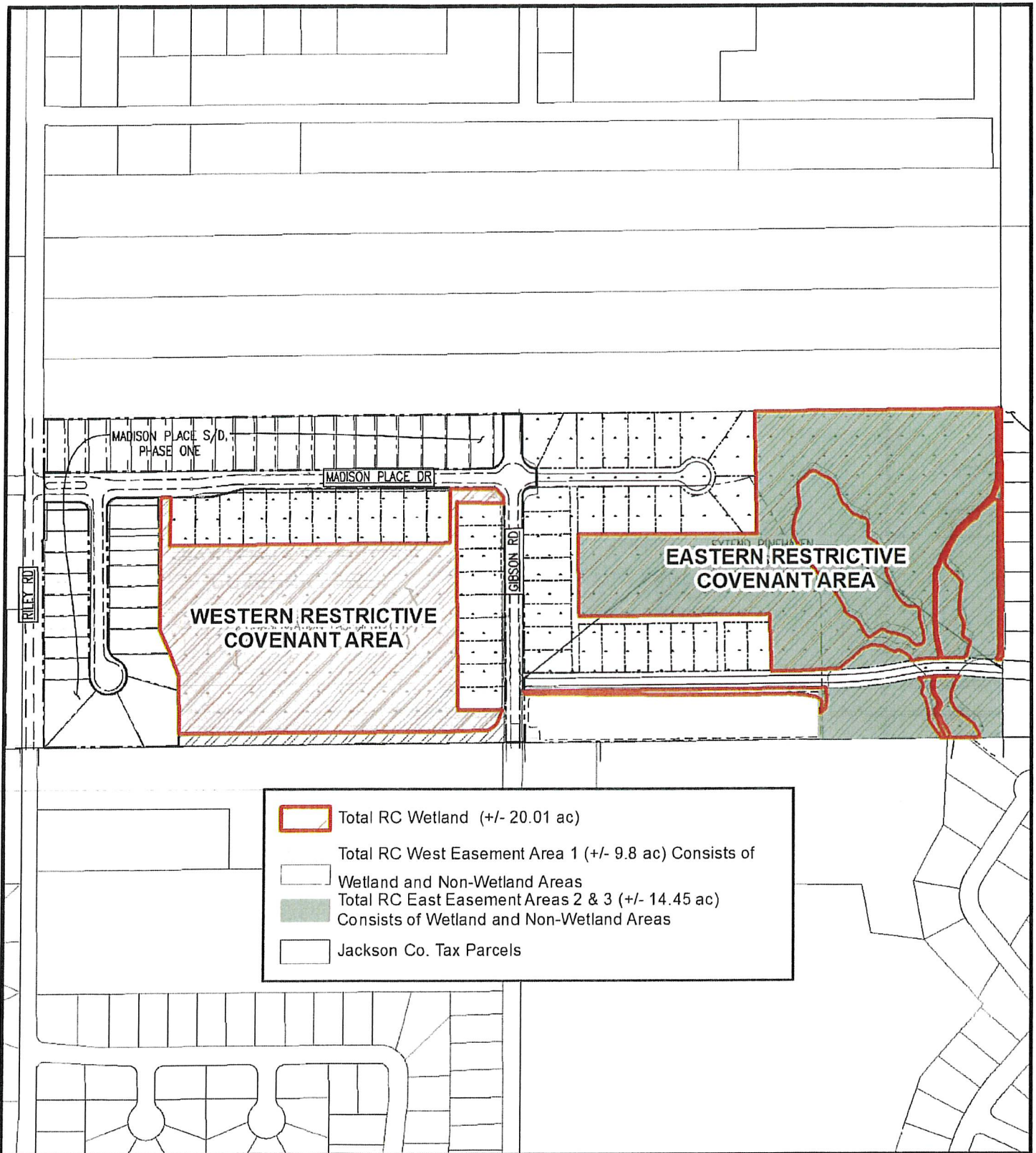
**PINEHAVEN DRIVE
 EXTENSION ROAD
 PROFILE DETAILS**



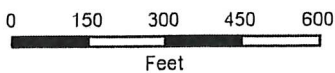
**ECOLOGICAL
 ASSET
 MANAGEMENT, LLC**

**Permit Drawing for
 +/- 53 ac Project Area
 at Madison Place Subdivision**

Location: Ocean Springs
 Portion of Section 24;
 Township-7-South; Range-8-West
 County: Jackson County, MS



Purpose: Permit Drawing
 Base Map: Proposed Site Plan
 Source: Elliott Homes & EAM Field Data
 Map Date: September 1, 2022



PROPOSED RESTRICTIVE COVENANTS WITH WETLAND IMPACTS



ECOLOGICAL ASSET MANAGEMENT, LLC

Permit Drawing for +/- 53 ac Project Area at Madison Place Subdivision

Location: Ocean Springs
 Portion of Section 24;
 Township-7-South; Range-8-West
 County: Jackson County, MS



STATE OF MISSISSIPPI
TATE REEVES
GOVERNOR
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

July 26, 2024

Elliott Land Developments, LLC
Brandon Elliott
1402 Pass Road
Gulfport, MS 39501

Dear Mr. Elliott:

Re: Elliott Land Developments, LLC
Madison Place Subdivision
Jackson County
COE No. SAM2004003387RCV
WQC No. WQC2023033

Pursuant to Section 401 of the Federal Water Pollution Control Act (33 U. S. C. 1251, 1341), the Office of Pollution Control (OPC) issues this Certification, after public notice and opportunity for public hearing, to Elliott Land Developments, LLC, an applicant for a Federal License or permit to conduct the following activity:

Elliott Land Developments, LLC, Madison Place Subdivision, Phase II: Proposed project for the continuation of the existing Madison Place Subdivision. The Phase II project will consist of the construction of 51 single-family homes. This permit application is a modification to the previously granted individual permit issued by USACE on May 16, 2019 (SAM-2004-03387-RCV). Phase II of that permit required filling 8.22 acres of wetlands comprised of a remainder of 2.8 acres for lots 1-9 in Phase II, an additional 5.31 acres of non-tidal pine savanna wetlands and 0.11 acre of non-tidal bottomland hardwood wetlands for the completion of the residential subdivision. As currently authorized, additional roads and stormwater improvements will isolate prominent portions of the site's restrictive covenant. Additionally, 209 linear feet of ephemeral stream within Davis Bayou would require improvement to build out the subdivision's expansion as authorized.

The applicant currently proposes modification of the current permit by filling 13.05 acres of wetlands (4.13 acres of low-quality and 8.92 acres of medium-quality wetlands) for the 53-acre project area.

20279 WQC20230001

The applicant will purchase mitigation credits to offset wetland impacts. The current restrictive covenant areas will be reduced from 22.63 acres of low-quality wetlands to 19.91 acres. Areas of impact within the extent of the current restrictive covenant will be offset by the preservation of higher quality wetlands that exist adjacent to the Davis Bayou. The current conservation easements are comprised of +/- 22.63 acres of low-quality and medium-quality pine savanna wetlands located primarily in the central section of the project area. The proposed restrictive covenant includes +/- 19.91 acres comprised of 9.54 acres of low-quality wetlands, and 10.37 acres of medium-quality pine savanna wetlands and medium-quality bottomland hardwood wetlands that are located in the headwaters of the Davis Bayou. This new easement will remain contiguous with Davis Bayou and its adjacent estuarine and marine wetlands.

The subject property is more specifically located in Section 24, Township 7 South, Range 8 West, Ocean Springs, Jackson County, MS [SAM2004003387RCV, WQC2023033]

The Office of Pollution Control certifies that the above-described activity will be in compliance with the applicable provisions of Sections 301, 302, 303, 306, and 307 of the Federal Water Pollution Control Act and Section 49-17-29 of the Mississippi Code of 1972, if the applicant complies with the following conditions:

1. The development shall connect to a Department approved wastewater collection and treatment system. All wastewater, including process wastewater, shall be properly treated and disposed in accordance with 11 Mississippi Administrative code Part 6, Chapter 1. (Statement G) (11 Miss. Admin. Code Pt. 6, R. 1.1.1.B)
2. For construction activities, appropriate best management practices (BMPs) shall be properly installed and maintained to prevent the movement of sediment off-site and into adjacent drainage areas. Special care shall be taken prior to and during construction to prevent the movement of sediment offsite and into adjacent waters. In the event of any BMP failure, corrective actions shall be taken immediately. (Statement F) (11 Miss. Admin. Code Pt. 6, R. 1.1.1.B.)
3. For construction projects five (5) acres or greater of total ground disturbances including clearing, grading, excavating, or other construction activities shall follow the conditions and limitations of the Large Construction General Permit. **No construction activities shall begin until the necessary approvals and/or permits have been obtained.** Construction activities include a disturbance to the land that results in the change in topography, existing soil cover (both vegetative and non-vegetative); or the existing topography that may result in accelerated stormwater runoff, leading to soil erosion and movement of sediment into surface waters or drainage systems. (Statement F) (11 Miss. Admin. Code Pt. 6, R. 1.1.1.B)

4. The final post-construction Stormwater Management Plan submitted by Stieffel & Associates on December 19, 2018, shall be implemented concurrent with project construction and maintained as proposed. (Statement F) (11 Miss. Admin. Code Pt. 6, R. 1.1.1.B.)

5. Mitigation for the impacts to 4.13 acres of low-quality wetlands and 8.92 acres of medium-quality wetlands shall be provided by the purchase of mitigation credits from an approved mitigation bank. The number of credits must be in accordance with the banking prospectus and should be based upon that required for impacting 4.13 acres of low-quality wetlands and 8.92 acres of medium-quality wetlands. **Written verification of credit purchase must be provided to the Department prior to the commencement of any work in the wetland or stream areas.** (Statement E) (11 Miss. Admin. Code Pt. 6, R. 1.3.4 A (2))

6. Prior to or concurrent with project construction, the avoided wetlands shall be placed in a conservation easement. The easement shall be properly recorded in the Miscellaneous Document Book, with the Registrar of Deeds, or with another appropriate official charged with the responsibility of maintaining records of title to and interest in real property within six months of the effective date of the authorization. A certified copy of the easement must be furnished to the Office of Pollution Control within 30 days of the recording. The easement shall contain:

A. There shall be no clearing, burning, cutting or destroying of trees or vegetation, except as expressly authorized in the Reserved Rights; there shall be no planting or introduction of non-native or exotic species of trees or vegetation except as specifically provided for in the mitigation plan.

B. No agricultural, industrial, or commercial activity shall be undertaken or allowed.

C. There shall be no construction or placement of buildings, or other structures in the mitigation area other than structures for wildlife enhancement, viewing, or scientific study.

D. There shall be no use of off-road vehicles, four-wheel drive vehicles, all-terrain vehicles or similar vehicles except on existing or approved roads and trails and except as necessary to implement the mitigation plan.

(Statement E) (11 Miss. Admin. Code Pt. 6, R. 1.3.4 A (2))

7. Turbidity outside the limits of a 750-foot mixing zone shall not exceed the ambient turbidity by more than 50 Nephelometric Turbidity Units. (Statement A) (11 Miss. Admin. Code Pt. 6, R. 2.2.A.)

8. No sewage, oil, refuse, or other pollutants shall be discharged into the watercourse. (Statement A) (11 Miss. Admin. Code Pt. 6, R. 2.2.A.(3))

As part of the Scope of Review for Application Decisions, 11 Mississippi Administrative Code Part 6, Rule 1.3.4(B), the above conditions are necessary for the Department to ensure that

appropriate measures will be taken to eliminate unreasonable degradation and irreparable harm to waters of the State, such that the activity will not meet the criteria for denial:

- (A) The proposed activity permanently alters the aquatic ecosystem such that water quality criteria are violated and/or it no longer supports its existing or classified uses. An example is the channelization of streams.
- (B) There is a feasible alternative to the activity which reduces adverse consequences on water quality and classified or existing uses of waters of the State.
- (C) The proposed activity adversely impacts waters containing State or federally recognized threatened or endangered species.
- (D) The proposed activity adversely impacts a special or unique aquatic habitat, such as National or State Wild and Scenic Rivers and/or State Outstanding Resource Waters.
- (E) The proposed activity in conjunction with other activities may result in adverse cumulative impacts.
- (F) Nonpoint source/storm water management practices necessary to protect water quality have not been proposed.
- (G) Denial of wastewater permits and/or approvals by the State with regard to the proposed activities.
- (H) The proposed activity results in significant environmental impacts which may adversely impact water quality.

The Office of Pollution Control also certifies that there are no limitations under Section 302 nor standards under Sections 306 and 307 of the Federal Water Pollution Control Act which are applicable to the applicant's above-described activity.

This certification is valid for the project as proposed. Any deviations without proper modifications and/or approvals may result in a violation of the 401 Water Quality Certification. If you have any questions, please contact Carrie Barefoot.

Sincerely,



Becky Simonson
Chief, Environmental Permits Division

BS: po

cc: Kaaren Neumann, U.S. Army Corps of Engineers, Mobile District
Willa Brantley, Department of Marine Resources
Paul Ncaise, U.S. Fish and Wildlife Service
Jamie Becker, Environmental Protection Agency
Mitch Tinsley, Ecological Asset Management, LLC
Danny Boudreaux



STATE OF MISSISSIPPI
Tate Reeves
Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES
Joe Spraggins, Executive Director

August 29, 2024

Ms. Kaaren Neumann
Regulatory Division
U.S. Army Corps of Engineers
Mobile District
P.O. Box 2288
Mobile, AL 36628

RE: DMR22-000663; Elliott Land Development, LLC; Madison Place Subdivision; Riley Road, Ocean Springs, Jackson County, MS

Dear Ms. Neumann,

The Mississippi Department of Marine Resources in cooperation with other state agencies is responsible under the Mississippi Coastal Program (MCP) for managing the coastal resources of Mississippi. Proposed activities in the coastal area are reviewed to insure that the activities are in compliance with the MCP.

The above activity has been reviewed based upon provisions of the Mississippi Coastal Program and Section 307 of the Coastal Zone Management Act of 1972 (as amended). The applicant has proposed the following activities and impacts as indicated on the attached approved diagram:

1. Permanent fill of approximately 13.05 acres of non-tidal wetlands for the expansion of a subdivision
2. Impacts to approximately 50 linear feet of an intermittent stream for the construction of a drainage culvert

The above activities and impacts have been reviewed based upon provisions of the MCP and Section 307 of the Coastal Zone Management Act of 1972 (as amended). They have been determined to be consistent to the maximum extent practicable with the MCP provided that the applicant adheres to the following conditions:

1. Permanent fill authorized above must:

- a. Be mitigated by the purchase of the appropriate number of mitigation credits from an approved mitigation bank within the service area as determined by the Interagency Review Team; Proof of this purchase must be submitted to this office prior to the commencement of construction

2. All authorized activities must:

- a. Use Best Management Practices (BMPs) at all times during construction, including, but not limited to, the use of staked hay bales; staked filter cloth; sodding, seeding; and mulching; staged construction; and the installation of turbidity screens around the immediate project site
- b. Be conducted in a manner that minimizes the discharge of turbid waters into Waters of the State (Turbidity outside the limits of a 750-foot mixing zone must not exceed the ambient turbidity by more than 50 Nephelometric Turbidity Units)
- c. Have appropriate wastewater permits and/or approvals for the proposed activity in place prior to the commencement of construction activities
- d. Have appropriate stormwater permits, approvals, and/or measures in place prior to the commencement of construction activities (For projects greater than five acres of total ground disturbances including clearing, grading, excavating, or other construction activities, the applicant shall obtain the necessary coverage under the State of Mississippi's Large Construction Storm Water General NPDES Permit; For projects greater than one to less than five acres of total ground disturbance including clearing, grading, excavating or other construction activities, the applicant shall follow the conditions and limitations of the State of Mississippi's Small Construction Storm Water General NPDES Permit)
- e. Not result in construction debris, sewage, oil, refuse, other pollutants, or unauthorized fill material entering Coastal Wetlands or Waters of the State
- f. Not impact wetlands, submerged aquatic vegetation, or shellfish beds unless specifically authorized above

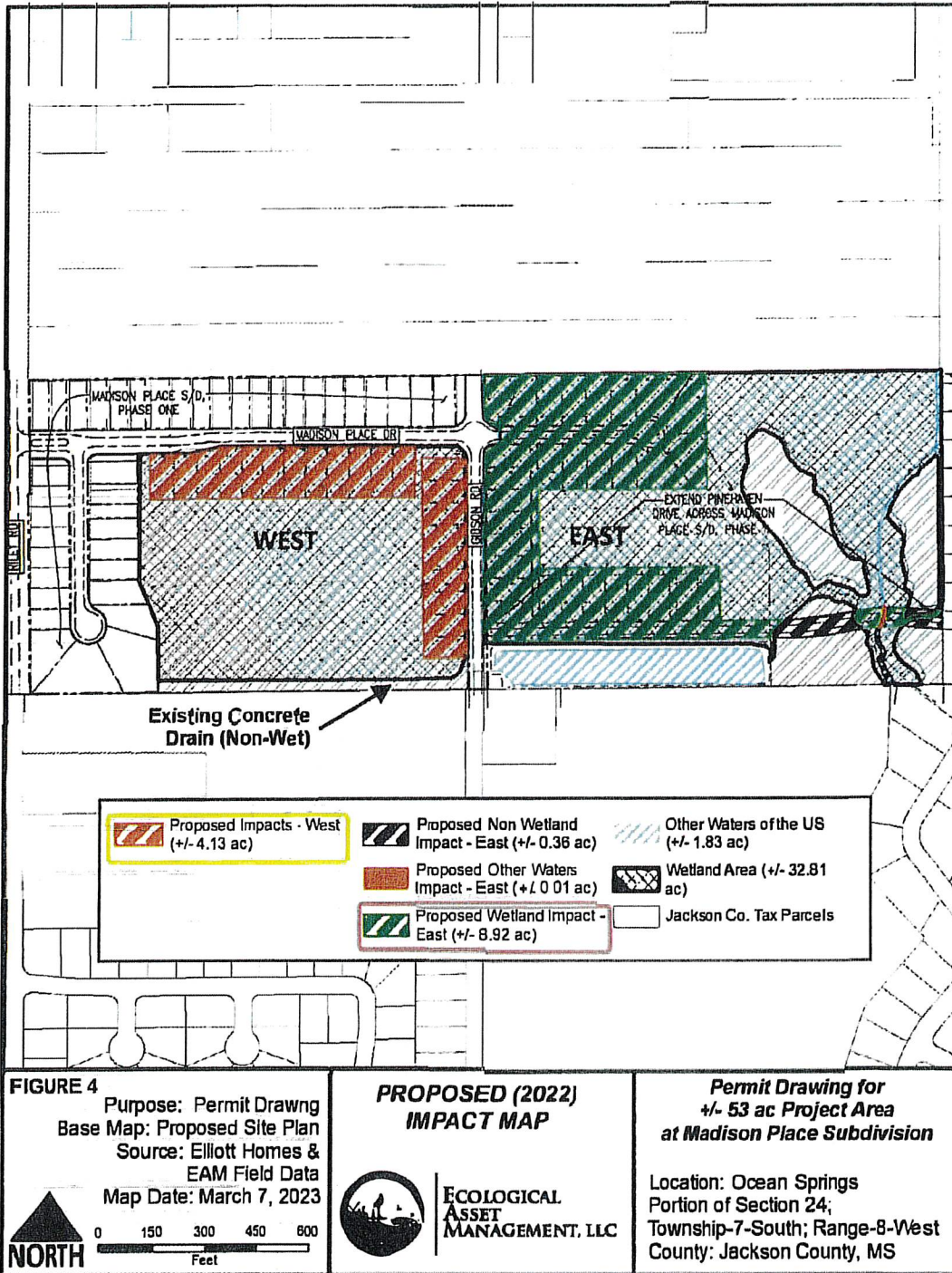


Figure 2-B: Proposed modification to site plan

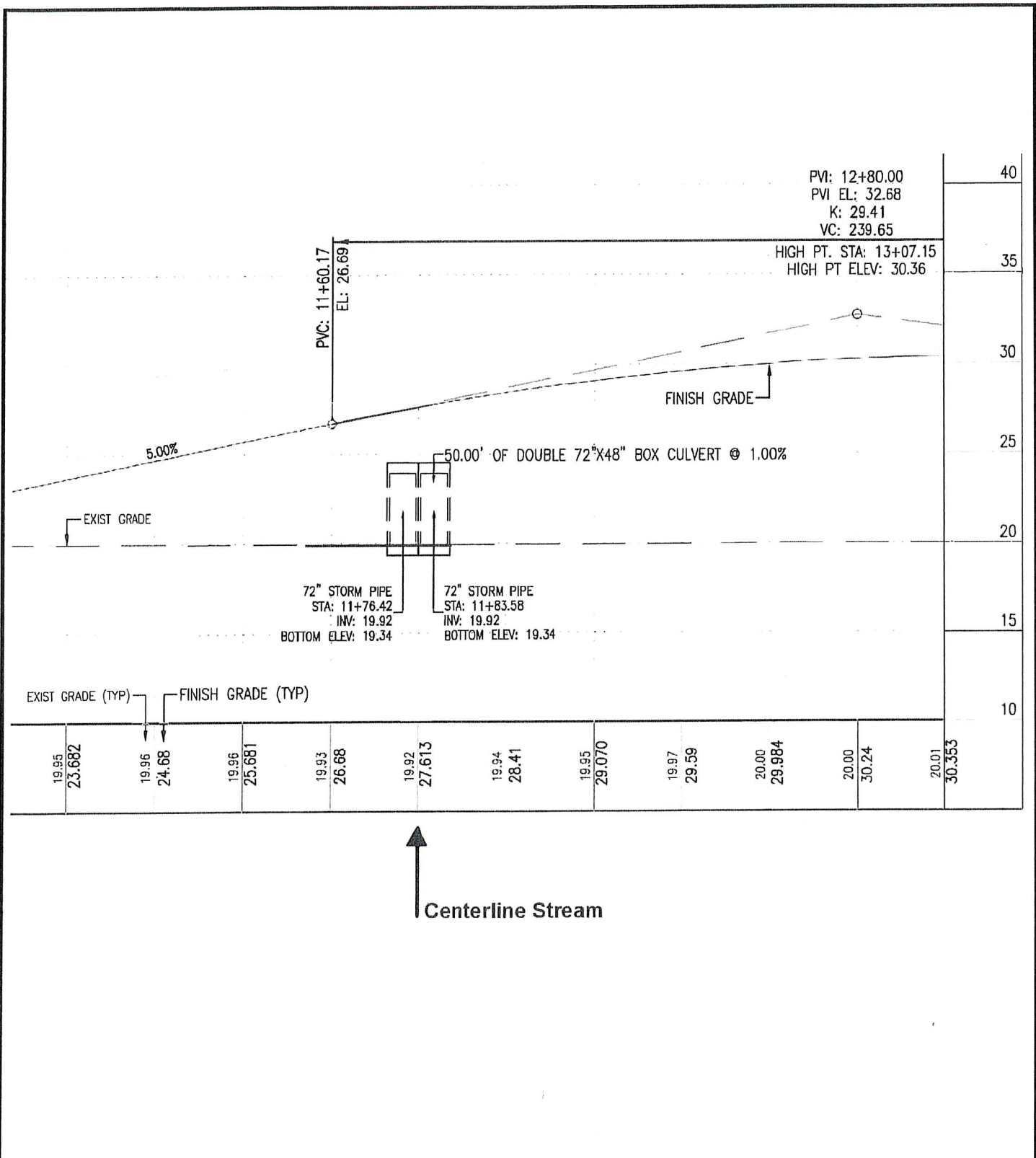


FIGURE7b Purpose: Permit Drawing
 Base Map: Proposed Extension
 Road Details
 Source: Pickering & Assoc. (2022)
 Map Date: May 10, 2023

NORTH

SCALE: As Shown

**PINEHAVEN DRIVE
 EXTENSION ROAD
 PROFILE DETAILS**

**ECOLOGICAL
 ASSET
 MANAGEMENT, LLC**

**Permit Drawing for
 +/- 53 ac Project Area
 at Madison Place Subdivision**

Location: Ocean Springs
 Portion of Section 24;
 Township-7-South; Range-8-West
 County: Jackson County, MS

STATE OF MISSISSIPPI

COUNTY OF JACKSON

**DECLARATION OF
RESTRICTIVE COVENANTS**

THIS DECLARATION OF RESTRICTIVE COVENANTS is made this 11th day of October, 2024, by ELLIOTT LAND DEVELOPMENTS, LLC, a Mississippi limited liability company ("Covenantor").

RECITALS

WHEREAS, Covenantor is the owner of one parcel of real property located in Jackson County, State of Mississippi, more particularly described as Parcel Number 60124060.000 as:

Legal Description and Survey attached hereto as Exhibit "A"; and

WHEREAS, the said Property possesses significant ecological values of aesthetic and environmental benefit to the people of the State of Mississippi and the United States; and

WHEREAS, in consideration of the issuance of Permit Number SAM-2004-03387-RCV ("Permit") by the U.S. Army Corps of Engineers, Mobile District ("Corps" or "Mobile District," to include any successor agency) pursuant to Section 404 of the Clean Water Act and /or Section 10 of the Rivers and Harbors Act authorizing certain activities in waters of the United States, and in recognition of the continuing benefit to the property, and for the protection of waters of the United States and scenic, resource, environmental, and general property values, Covenantor has agreed to perform certain mitigation and to place certain restrictive covenants on the Property, in order that the Property shall remain substantially in its natural condition forever;

NOW THEREFORE, Covenantor hereby declares that the Property shall be held, transferred, conveyed, leased, occupied or otherwise disposed of and used subject to the following restrictive covenants, which shall run with the land and be binding on all heirs, successors, assigns (they are included in the term, "Covenantor," below), lessees, or other occupiers and users.

1. **Prohibitions & Restrictions.**

- a. **General.** There shall be no filling, flooding, excavating, mining or drilling; no removal of natural materials; no dumping of materials; and no alteration of the topography in any manner except as specifically provided for in the Mitigation Plan of the Permit.
- b. **Waters and Wetlands.** There shall be no draining, dredging, damming, or impounding; no impounding; no changing the grade or elevation, impairing the flow or circulation of waters, reducing the reach of waters; and no other discharge or activity requiring a permit under applicable clean water or water pollution control laws and regulations except as specifically provided for in the Mitigation Plan of the Permit.
- c. **Trees/Vegetation.** There shall be no clearing, burning, cutting or destroying of trees or vegetation, except as expressly authorized in the Reserved Rights; there shall be no planting or introduction of non-native or exotic species of trees or vegetation.
- d. **Uses.** No agricultural, industrial, or commercial activity shall be undertaken or allowed.
- e. **Structures.** There shall be no construction, erection, or placement of buildings, billboards, or any other structures, nor any additions to existing structures.
- f. **New Roads.** There shall be no construction of new roads or trails without the prior written approval of the Mobile District Engineer, including the manner in which they are constructed.
- g. **Use of Off Road Vehicles.** There shall be no use of off road vehicles, 4 wheel drive vehicles, all terrain vehicles or similar vehicles except on existing roads and trails and except as necessary to manage the Property.
- h. **Utilities.** There shall be no construction or placement of utilities or related facilities without the prior approval of the Mobile District Engineer.
- i. **Pest Control.** There shall be no application of pesticides or biological controls, including for problem vegetation, without prior written approval from the Mobile District Engineer.
- j. **Other Prohibitions.** Any other use of, or activity on, the protected property which is or may become inconsistent with the purposes of this grant, the preservation of the protected property substantially in its natural condition, or the protection of its environmental systems, is prohibited.

2. **Amendment.** After recording, these restrictive covenants may only be amended by a recorded document signed by the Corps and Covenantor. Amendment shall be allowed at the discretion of the Corps, in consultation with resource agencies as appropriate, and then only in exceptional circumstances. Mitigation for amendment impacts will be required at the time of amendment. There shall be no obligation to allow an amendment.

3. **Notice to Government.** Any permit application, or request for certification or modification, which may affect the Property, made to any governmental entity with authority over wetlands or other waters of the United States, shall expressly reference and include a copy (with the recording stamp) of these restrictive covenants.

4. **Reserved Rights.** It is expressly understood and agreed that these restrictive covenants do not grant or convey to members of the general public any rights of ownership; entry or use of the Property. These restrictive covenants are created solely for the protection of the Property, and for the consideration and values set forth above. The Covenantor reserves the right to engage in all acts or uses not prohibited by the Restrictions and which are not inconsistent with the conservation purposes of this covenant, that is to preserve the protected property substantially in its natural condition, and to protect its environmental systems. Notwithstanding the foregoing Restrictions, Covenantor reserves for itself, its heirs, successors, administrators, and assigns the following Reserved Rights, which may be exercised upon providing prior written notice to the Mobile District Engineer, except where expressly provided otherwise:

a. **Landscape Management.** Landscaping by the Covenantor to prevent severe erosion or damage to the protected property or portions thereof, or significant detriment to existing or permitted uses, is allowed, provided that such landscaping is generally consistent with preserving the natural condition of the protected property.

b. **Wildlife and Forestry Management.** The Covenantor will naturally manage these lands to preserve and improve the existing forest and wildlife resources. Timber harvesting and management by Covenantor is limited to the extent necessary to protect the natural environment in areas where the forest is damaged by natural forces such as fire, flood, storm, insects or infectious organisms. Timber management is expressly understood to include periodic controlled burning or mowing when deemed advisable to mitigate the risk of wildfires. Such timber harvest and/or management shall be carried out only after approval by the Mobile District Engineer.

c. **Recreation.** Covenantor reserves the right to engage in any outdoor, non-commercial recreational activities, including hunting (excluding planting or burning) and fishing, with cumulatively very small impacts, and which are consistent with the continuing natural condition of the protected property. No written notice required.

d. **Mineral Interests.** Covenantor specifically reserves a qualified mineral interest in subsurface oil, gas, or other minerals and the right to access such minerals. However, there shall be no extraction or removal of, or exploration for, minerals by any surface mining method, nor by any method which results in subsidence or which otherwise interferes with the continuing natural condition of the protected property.

e. **Road Maintenance.** Covenantor reserves the right to maintain existing roads or trails. Maintenance shall be limited to: removal or pruning of dead or hazardous vegetation; application of permeable materials (e.g., sand, gravel, crushed) necessary to correct or impede erosion; grading; replacement of culverts, water control structures, or bridges; and, maintenance or roadside ditches.

f. **Other Reserved Rights.** Covenantor reserves the right to engage in all acts or uses not prohibited by the Restrictions and which are not inconsistent with the conservation purposes of this covenant, the preservation of the protected property substantially in its natural condition, and the protection of its environmental systems.

5. **Compliance Inspections.** The Corps, and its authorized agents shall have the right to enter and go upon the lands of Covenantor, to inspect the Property and take actions necessary to verify compliance with these restrictive covenants.

6. **Enforcement.** The Covenantor grants to the Corps and/or the U.S. Department of Justice, a discretionary right to enforce these restrictive covenants in a judicial action against any person(s) or other entity(ies) violating or attempting to violate these restrictive covenants; provided, however, that no violation of these restrictive covenants shall result in a forfeiture or reversion of title. In any enforcement action, an enforcing agency shall be entitled to a complete restoration for any violation, as well as any other judicial remedy such as civil penalties. These enforcement rights are cumulative, in addition to, and shall not limit enforcement rights available under other provisions of law or equity, or under any permit or certification.

7. **Marking of Property.** The perimeter of the Property shall at all times be plainly marked by permanent signs saying, "Protected Natural Area," or by an equivalent, permanent marking system.

8. **Recording of Plat.** A plat depicting the boundaries of the Property subject to these restrictive covenants shall be recorded in the deed records office for each county in which the Property is situated prior to the recording of these restrictive covenants. The plat is recorded at:

PLAT BOOK 24 AT PAGE 80 AS PER THE OFFICIAL MAP OR PLAT ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MISSISSIPPI.

9. **Separability Provision.** Should any separable part of these restrictive covenants be held contrary to law, the remainder shall continue in full force and effect.

SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the Covenantor has duly executed this Declaration of Restrictive Covenants this the date written above.

IN THE PRESENCE OF:

Covenantor
ELLIOTT LAND DEVELOPMENTS, LLC

Print Name: _____

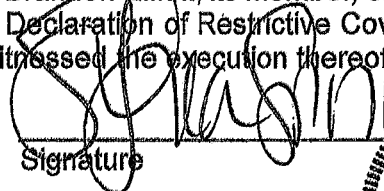
By: 
Brandon Elliott

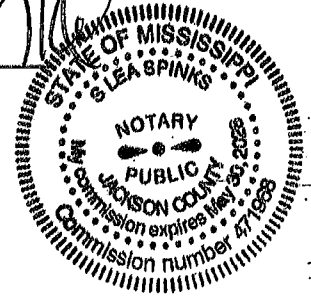
Print Name: _____

Its: Managing member
Member

STATE OF MISSISSIPPI
COUNTY OF Jackson

PERSONALLY appeared before me Brandon Elliott, the undersigned witness, and made oath that he/she saw the within named Elliott Land Developments, LLC, a Mississippi limited liability company, by Brandon Elliott, its Member, sign, seal and as his act and deed, deliver the within named Declaration of Restrictive Covenants; and that he with the other witness named above witnessed the execution thereof.


Signature



**PROPOSED LEGAL DESCRIPTION:
RESTRICTIVE COVENANTS "1"**

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 8 WEST, CITY OF OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 8 WEST, CITY OF OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI; THENCE ALONG THE ESTABLISHED SECTION LINE COMMON TO SECTIONS 24 AND 25, TOWNSHIP 7 SOUTH, RANGE 8 WEST, S89°48'56"W 1296.43 FEET TO A CAPPED 1/2" IRON ROD SET, LYING ON THE EAST MARGIN OF GIBSON ROAD, SAID IRON ROD ALSO LYING ON THE BOUNDARY OF THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE 1, RECORDED IN PLAT BOOK 24 AT PAGE 80 AS PER THE OFFICIAL MAP OR PLAT ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MISSISSIPPI; THENCE FURTHER ALONG SAID SECTION LINE, S89°48'56"W 50.00 FEET TO A CAPPED 1/2" IRON ROD SET; LYING ON THE WEST MARGIN OF SAID GIBSON ROAD AND THE BOUNDARY OF THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE 1; THENCE ALONG THE WEST MARGIN OF GIBSON ROAD AND ALONG SAID BOUNDARY OF THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE 1, N00°10'57"W 20.00 FEET TO A SET 1/2" IRON ROD AT THE NORTHEAST CORNER OF A 20 FOOT PLATTED DRAINAGE EASEMENT, AS SHOWN ON THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE 1, SAID IRON ROD ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST MARGIN OF GIBSON ROAD AND ALONG SAID BOUNDARY OF REPLAT OF MADISON PLACE SUBDIVISION, PHASE 1, N00°10'57"W 67.20 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE LEAVING THE WEST MARGIN OF GIBSON ROAD AND SAID BOUNDARY OF THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE 1, S89°49'03"W 130.00 FEET TO A SET 1/2" IRON ROD; THENCE ALONG A LINE BEING PARALLEL WITH THE WEST MARGIN OF GIBSON ROAD AND SAID BOUNDARY OF THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE 1, N00°10'57"W 558.00 FEET TO A SET 1/2" IRON ROD; THENCE N89°49'03"E 130.00 FEET TO A SET 1/2" IRON ROD LYING ON THE WEST MARGIN OF GIBSON ROAD AND SAID BOUNDARY OF THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE 1; THENCE ALONG THE WEST MARGIN OF GIBSON ROAD AND SAID BOUNDARY OF THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE 1; N00°10'57"W 15.08 FEET TO A SET 1/2" IRON ROD; THENCE CONTINUE ALONG THE WEST MARGIN OF GIBSON ROAD AND SAID BOUNDARY OF THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE 1, N45°05'43"W 35.30 FEET TO A SET 1/2" IRON ROD LYING ON THE SOUTH MARGIN OF MADISON PLACE DRIVE AND THE BOUNDARY OF THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE 1; THENCE ALONG THE SOUTH MARGIN OF MADISON PLACE DRIVE AND THE BOUNDARY OF THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE 1, S89°59'31"W 123.85 FEET TO A SET 1/2" IRON ROD; THENCE LEAVING THE SOUTH MARGIN OF MADISON PLACE DRIVE AND THE BOUNDARY OF THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE 1, S00°00'29"E 150.00 FEET TO A SET 1/2" IRON ROD; THENCE ALONG A LINE BEING PARALLEL WITH THE SOUTH MARGIN OF MADISON PLACE DRIVE AND SAID BOUNDARY OF THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE 1, S89°59'31"W 758.59 FEET TO A SET 1/2" IRON ROD; THENCE N00°05'28"W 130.00 FEET TO A SET 1/2" IRON ROD LYING ON THE SOUTH MARGIN OF MADISON PLACE DRIVE AND THE BOUNDARY OF THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE 1, S89°59'31"W 30.00 FEET TO A SET 1/2" IRON ROD; THENCE FURTHER ALONG SAID BOUNDARY OF THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE 1, S00°04'48"E 350.89 FEET TO A SET 1/2" IRON ROD; THENCE FURTHER ALONG SAID SUBDIVISION BOUNDARY, S21°06'55"E 136.51

FEET TO A SET 1/2" IRON ROD; THENCE FURTHER ALONG SAID SUBDIVISION BOUNDARY, S00°10'57"E 169.70 FEET TO A SET 1/2" IRON ROD, LYING AT THE NORTHWEST CORNER OF THE AFOREMENTIONED PLATTED 20 FOOT DRAINAGE EASEMENT; THENCE ALONG THE NORTH LINE OF SAID PLATTED 20 FOOT DRAINAGE EASEMENT, N89°48'56"E 889.46 FEET TO THE POINT OF BEGINNING. CONTAINING 9.80 ACRES; MORE OR LESS. REFERENCE MERIDIAN FOR BEARINGS BASED ON GRID NORTH BY GPS OBSERVATION: (CONVERGENCE ANGLE: 0°02'34.9717" - SCALE FACTOR: 0.999950823). ALL SET 1/2" IRON RODS ARE CAPPED AND STAMPED WITH "MARTINO PLS 02838".

**PROPOSED LEGAL DESCRIPTION:
RESTRICTIVE COVENANTS "2"**

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 8 WEST, CITY OF OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CONCRETE MONUMENT FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 8 WEST, CITY OF OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI, SAID POINT ALSO LYING AT THE SOUTHWEST CORNER OF LAKEVIEW SUBDIVISION, PHASE 4, BEING RECORDED IN PLAT BOOK 22 AT PAGE 9 AS PER THE OFFICIAL MAP OR PLAT ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MISSISSIPPI; THENCE ALONG THE WESTERN BOUNDARY OF SAID LAKEVIEW SUBDIVISION, PHASE 4, N00°08'06"E 156.48 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF PINEHAVEN DRIVE; THENCE CONTINUE ALONG THE WESTERN BOUNDARY OF SAID LAKEVIEW SUBDIVISION, PHASE 4, N00°08'06"E 50.12 FEET TO A 1/2" IRON ROD FOUND LYING AT THE NORTHWEST CORNER OF PINEHAVEN DRIVE; SAID POINT BEING THE POINT OF BEGINNING; THENCE LEAVING THE WESTERN BOUNDARY OF SAID LAKEVIEW SUBDIVISION, PHASE 4, N85°54'08"W 98.27 FEET TO A SET 1/2" IRON ROD; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 625.00 FEET, ARC LENGTH OF 167.42 FEET, AND A CHORD BEARING AND DISTANCE OF S86°25'25"W 166.92 FEET TO A SET 1/2" IRON ROD; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1025.00 FEET, AN ARC LENGTH OF 197.96 FEET, AND A CHORD BEARING AND DISTANCE OF S84°16'57"W 197.66 FEET TO A SET 1/2" IRON ROD; THENCE S89°48'56"W 27.66 FEET TO A SET 1/2" IRON ROD AT THE NORTHEAST CORNER OF A PLATTED DRAINAGE EASEMENT/DETENTION AREA AS SHOWN ON THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE 1, RECORDED IN PLAT BOOK 24 AT PAGE 80 AS PER THE OFFICIAL MAP OR PLAT ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MISSISSIPPI; THENCE ALONG THE NORTH LINE OF SAID PLATTED DRAINAGE EASEMENT/DETENTION AREA, S89°48'56"W 142.55 FEET TO A SET 1/2" IRON ROD; THENCE LEAVING THE NORTH LINE OF SAID PLATTED DRAINAGE EASEMENT/DETENTION AREA, N00°10'57"W 150.00 FEET TO A SET 1/2" IRON ROD; THENCE S89°48'56"W 516.00 FEET TO A SET 1/2" IRON ROD; THENCE N00°10'57"W 219.60 FEET TO A SET 1/2" IRON ROD; THENCE S89°59'57"E 482.63 FEET TO A SET 1/2" IRON ROD; THENCE N00°00'29"W 327.00 FEET TO A SET 1/2" IRON ROD ON THE SOUTH LINE OF THE PROPERTY NOW OR FORMERLY OF HENGEN, AS DESCRIBED IN DEED BOOK 1564 AT PAGE 209; THENCE ALONG THE SOUTH LINE OF SAID HENGEN PROPERTY, N89°49'04"E 667.68 FEET TO A 1/2" IRON ROD FOUND LYING

ON THE WESTERN BOUNDARY OF AFOREMENTIONED LAKEVIEW SUBDIVISION, PHASE 4; THENCE ALONG SAID WESTERN BOUNDARY, $S00^{\circ}08'06''W$ 673.42 FEET TO THE POINT OF BEGINNING. CONTAINING 12.75 ACRES, MORE OR LESS. REFERENCE MERIDIAN FOR BEARINGS BASED ON GRID NORTH BY GPS OBSERVATION. (CONVERGENCE ANGLE: $0^{\circ}02'34.9717''$ - SCALE FACTOR: 0.999950823) ALL SET $1/2''$ IRON RODS ARE CAPPED AND STAMPED WITH "MARTINO PLS 02838".

**PROPOSED LEGAL DESCRIPTION:
RESTRICTIVE COVENANTS "3"**

A PARCEL OF LAND SITUATED IN THE SOUTHWEST $1/4$ OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 8 WEST, CITY OF OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST $1/4$ OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 8 WEST, CITY OF OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI; THENCE ALONG THE ESTABLISHED SECTION LINE COMMON TO SECTIONS 24 AND 25, TOWNSHIP 7 SOUTH, RANGE 8 WEST, $S89^{\circ}48'56''W$ 487.88 FEET TO A CAPPED $1/2''$ IRON ROD SET, LYING AT THE SOUTHEAST CORNER OF THE PLATTED DRAINAGE EASEMENT/DETENTION AREA AS SHOWN ON THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE 1, RECORDED IN PLAT BOOK 24 AT PAGE 80 AS PER THE OFFICIAL MAP OR PLAT ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MISSISSIPPI; THENCE ALONG THE EAST LINE OF SAID PLATTED DRAINAGE EASEMENT/DETENTION AREA, $N00^{\circ}10'57''W$ 135.00 FEET TO A SET $1/2''$ IRON ROD; THENCE LEAVING THE EAST LINE OF SAID PLATTED DRAINAGE EASEMENT/DETENTION AREA, $N89^{\circ}48'56''E$ 27.66 FEET TO A SET $1/2''$ IRON ROD; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1075.00 FEET, AN ARC LENGTH OF 207.62 FEET, AND A CHORD BEARING AND DISTANCE OF $N84^{\circ}16'57''E$ 207.30 FEET TO A SET $1/2''$ IRON ROD; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 575.00 FEET, AN ARC LENGTH OF 154.03 FEET, AND A CHORD BEARING AND DISTANCE OF $N86^{\circ}25'25''E$ 153.57 FEET TO A SET $1/2''$ IRON ROD; THENCE $S85^{\circ}54'08''E$ 101.73 FEET TO A $1/2''$ IRON ROD FOUND AT THE SOUTHWEST CORNER OF PINEHAVEN DRIVE; SAID POINT ALSO LYING ON THE WESTERN BOUNDARY OF LAKEVIEW SUBDIVISION, PHASE 4, BEING RECORDED IN PLAT BOOK 22 AT PAGE 9 AS PER THE OFFICIAL MAP OR PLAT ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MISSISSIPPI; THENCE ALONG SAID WESTERN BOUNDARY, $S00^{\circ}08'06''W$ 156.48 FEET TO THE POINT OF BEGINNING. CONTAINING 1.70 ACRES, MORE OR LESS. REFERENCE MERIDIAN FOR BEARINGS BASED ON GRID NORTH BY GPS OBSERVATION. (CONVERGENCE ANGLE: $0^{\circ}02'34.9717''$ - SCALE FACTOR: 0.999950823) ALL SET $1/2''$ IRON RODS ARE CAPPED AND STAMPED WITH "MARTINO PLS 02838".

THIS INSTRUMENT PREPARED BY:
Mark T. Davis, Esq.
Jones Walker LLP
P. O. Box 427
Jackson, MS 39205-0427
(601) 949-4900
Mississippi Bar No. 5839

RETURN TO:
Ryan Hamilton
Meritage Homes of Mississippi, Inc.
18655 North Claret Drive, Ste 400
Scottsdale, AZ 85255

INDEXING INSTRUCTION:

Situated in the SW 1/4 of Section 24, T7S, R8W,
City of Ocean Springs, Jackson County, Mississippi

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR MADISON PLACE PHASE 2**

NAME, ADDRESS AND PHONE NUMBER

OF DECLARANT:

Meritage Homes of Mississippi, Inc.
Attn: Ryan Hamilton
18655 North Claret Drive, Ste 400
Scottsdale, AZ 85255
Phone: (520) 225-6819

**DISCLOSURE: THIS DECLARATION CONTAINS ALTERNATIVE DISPUTE
RESOLUTION PROCEDURES THAT ARE APPLICABLE TO CLAIMS AND DISPUTES
ARISING OUT OF OR UNDER THE DECLARATION AND OTHER PROJECT
DOCUMENTS. THESE ALTERNATIVE DISPUTE RESOLUTION PROCEDURES ARE
CONTAINED IN ARTICLE 10 HEREOF.**

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR MADISON PLACE PHASE 2**

This Declaration of Covenants, Conditions, and Restrictions for Madison Place Phase 2 ("**Declaration**") is executed this ____ day of _____, 2026, by Meritage Homes of Mississippi, Inc., an Arizona corporation ("**Declarant**").

INTRODUCTION

A. Declarant is the owner of certain real property located in Jackson County, Mississippi, described on Exhibit A attached hereto (the "**Property**").

B. Declarant intends for this Declaration to create equitable servitudes and covenants appurtenant to and running with the Property and which will be binding upon all future Owners of all or any portion of the Property and any other Person acquiring any right, title or interest in or to all of any portion of the Property.

C. Declarant deems it desirable to provide for the creation of a nonprofit corporation under the laws of the State of Mississippi to administer and maintain, repair and replace the Areas of Association Responsibility and to provide for the levying and collecting of Assessments and other charges by the Association for the purpose, among other things, of paying all costs and expenses incurred or to be incurred by the Association in connection with the maintenance, repair and replacement and administration of the Areas of Association Responsibility, and the enforcement of covenants, conditions and restrictions contained in this Declaration.

NOW, THEREFORE, DECLARANT HEREBY DECLARES, that subject to the provisions hereof, all of the Lots (hereinafter defined) shall be held, sold and conveyed by the Owners and the Common Area (hereinafter defined) shall be held by the Association subject to the restrictions, covenants and conditions contained herein for the purposes of protecting the value and desirability of, and which shall run with, the Property (hereinafter defined) and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of any portion thereof.

**ARTICLE 1
DEFINITIONS**

Unless otherwise defined, the following words and phrases when used in this Declaration shall have the meanings set forth in this Article.

1.1 Intentionally Omitted.

1.2 "Areas of Association Responsibility" means: (a) all of the Common Area; (b) all land and the Improvements situated thereon (including, without limitation, land and Improvements located within the boundaries of a Lot, Parcel, or a public right-of-way) which the Association is obligated to maintain, repair, and replace pursuant to the terms of this Declaration,

a Supplemental Declaration, a Declaration of Annexation, or other Recorded document executed by Declarant or the Association; and (c) all land or easements which are dedicated to a governmental entity or utility and which the governmental entity or utility requires the Association to maintain.

1.3 "Articles" means the Articles of Incorporation of the Association as filed in the records of the Mississippi Secretary of State and as the same may from time to time be amended or supplemented.

1.4 "Assessable Lot" means a Lot owned by a Person other than Declarant.

1.5 "Assessment" means a Regular Assessment, Special Assessment, Enforcement Assessment, and Benefitted Property Assessment.

1.6 "Assessment Lien" means the lien created and imposed by Article 8.

1.7 "Association" means Madison Place Phase 2 Homeowners Association, Inc., a Mississippi nonprofit corporation, and its successors and assigns.

1.8 "Association Expenses" means the actual and estimated expenses incurred or anticipated to be incurred by or on behalf of the Association, including any allocations to reserves determined by the Board to be necessary and appropriate, and all other financial liabilities of the Association.

1.9 "Association Rules" or "Rules" means the rules and regulations adopted by the Board pursuant to Section 6.6.

1.10 "Benefitted Property Assessment" means an assessment levied by the Board pursuant to Section 8.5.

1.11 "Board" means the Board of Directors of the Association.

1.12 "Builder" means a Person in the business of, or Person which has an affiliate in the business of, constructing and selling Dwelling Units, or a Person in the business of acting as a land banker that sells Lots to Persons who construct and sell Dwelling Units, which purchases a Lot or Lots without Dwelling Units thereon for the purpose of constructing Dwelling Units thereon and selling such Lots and Dwelling Units.

1.13 "Bylaws" means the Bylaws of the Association, as amended, altered or repealed from time to time.

1.14 "Class A Member" shall have the meaning set forth in Section 7.2.1.

1.15 "Class B Member" shall have the meaning set forth in Section 7.2.2.

1.16 "Collection Costs" mean all costs, fees, charges, and expenditures, including, without limitation, attorneys' fees (whether or not a legal action is filed), court costs, filing fees, and recording fees incurred by the Association in collecting and/or enforcing payment of Assessments, late fees, demand fees, interest or other amounts payable to the Association pursuant to the Project Documents.

1.17 "Common Area" or "Common Areas" means (a) all tracts shown on a Plat and described, depicted or labeled as common areas, together with all Improvements constructed thereon from time to time, and (b) all land, together with all Improvements situated thereon, which the Association at any time owns in fee or in which the Association has a leasehold interest for as long as the Association is the owner of the fee or leasehold interest, except that Common Area shall not include any Lot the Association acquires by the foreclosure of the Assessment Lien or by any deed in lieu of foreclosure.

1.18 "Covenants" means the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations and easements set forth herein.

1.19 "Declarant" means Meritage Homes of Mississippi, Inc., an Arizona corporation, and any Person to whom it may expressly assign any or all its rights under this Declaration by a Recorded instrument.

1.20 "Declarant Control Period" means the period commencing on the date of the Recording of this Declaration and ending on the date that the Class B membership in the Association terminates pursuant to Section 7.2.2.

1.21 "Declaration" means this Declaration of Covenants, Conditions, and Restrictions for Madison Place Phase 2, as it may be amended from time to time.

1.22 "Declaration of Annexation" means a declaration Recorded pursuant to the provisions of Article 13 for the purpose of annexing any additional property to the Property.

1.23 "Declaration of De-annexation" means a declaration Recorded pursuant to the provisions of Article 13 for the purpose of de-annexing any portion of the Property.

1.24 "Deed" means a deed or other instrument conveying the fee simple title in any portion of the Property from one Owner to another Owner.

1.25 "Designated Builder" means any Builder that is designated by Declarant in a Recorded instrument and by such designation receives certain rights as expressly provided in this Declaration.

1.26 "Design Guidelines" means those architectural and design guidelines established by the Design Review Committee pursuant to the provisions of Article 5.

1.27 "Design Review Committee" means the committee to be created pursuant to Article 5, and if no Design Review Committee has been created by the Board, reference in this Declaration to the Design Review Committee shall be deemed to be a reference to the Board.

1.28 "Dwelling Unit" means any building or portion of a building situated upon a Lot designed and intended for use and occupancy as a residence by a Single Family.

1.29 "Enforcement Assessment" means an assessment levied pursuant to Section 8.4.

1.30 "First Mortgage" means any deed of trust or mortgage Recorded against a Lot which has priority over all other deeds of trust or mortgages Recorded against the same Lot.

1.31 "Improvement" means: (a) a Dwelling Unit or other building; (b) a fence or wall; (c) a swimming pool, tennis court, basketball goal, backboard or apparatus or playground equipment; (d) a road, driveway or parking area; (e) a tree, plant, shrub, grass or other landscaping improvement of any type or kind; (f) statuary, fountain, artistic work, craft work, figurine or ornamentation of any type or kind; and (g) any other structure or improvement of any type, kind or nature.

1.32 "In Good Standing" means that the Owner or Member is not delinquent in the payment of any Assessment or any other amounts owed to the Association, and the Owner, as well as any Resident or guest, is not in violation of the Project Documents.

1.33 "Limited Common Area" means real property, and the Improvements situated thereon, which are part of the Common Area and which are designated in a Supplemental Declaration as being for the sole or primary benefit of the Owners and Residents of a particular part of the Property. Limited Common Areas may include, without limitation, private streets, access gates, guardhouses, drainage or retention areas or landscape medians.

1.34 "Lot" means any part of the Property designated as a residential Lot on any Plat Recorded with respect to any portion of the Property and, where the context indicates or requires, any Improvements constructed from time to time thereon.

1.35 "Maintenance Charges" means any and all costs assessed pursuant to Article 12.

1.36 "Member" means any Person holding a Membership in the Association pursuant to this Declaration, as further set forth in Section 7.2.

1.37 "Membership" means a Membership in the Association and the rights granted to the Owners pursuant to Article 7 to participate in the Association.

1.38 Intentionally Omitted.

1.39 "Owner" means (when so capitalized) the record owner, whether one (1) or more Persons, of beneficial or equitable title (and legal title if the same has merged with the beneficial or equitable title) to the fee simple interest of a Lot or any portion of the Property. In the case of

Lots subject to an option agreement, the optionor shall be deemed to be the Owner. Owner shall not include Persons having an interest in a Lot or portion of the Property merely as security for the performance of an obligation or a Lessee. Owner shall include a purchaser under a Recorded contract for the conveyance of real property. Owner shall not include a purchaser under a purchase contract and receipt, escrow instructions or similar executory contracts which are intended to control the rights and obligations of the parties to the executory contracts pending the closing of a sale or purchase transaction. In the case of a Lot or portion of the Property subject to a deed of trust the grantor shall be deemed to be the Owner. In the case of a Lot or portion of the Property the fee simple title to which is vested in a trust or in a trustee pursuant to a trust agreement or similar agreement, the beneficiary of any such trust who is entitled to possession of the trust property shall be deemed to be the Owner.

1.40 "Parcel" means any part of the Property subjected to this Declaration but not yet included in a Plat, if applicable.

1.41 "Person" means a natural person, corporation, partnership, limited liability company, trust or any other legal entity.

1.42 "Plat" means, collectively, any one (1) or more subdivision plats Recorded against all or any portion of the Property.

1.43 "Project Documents" means, collectively, this Declaration, any Declaration of Annexation, any Declaration of De-Annexation, any Supplemental Declaration, the Articles, the Bylaws, the Association Rules, the Design Guidelines, any amendments to any of the foregoing, and any duly adopted resolutions of the Board.

1.44 "Property" means the property legally described in Exhibit A attached hereto and incorporated herein by this reference, together with all Improvements constructed thereon from time to time, and all portions of any other property to the extent annexed pursuant to the provisions of Article 13. The Property shall not be deemed to include any portion of any other property until such time as such property or any portion thereof is annexed to the Property pursuant to the applicable provisions hereof.

1.45 "Purchaser" means any Person, other than Declarant or a Designated Builder, who becomes the Owner of a Lot, except for: (a) a Person who purchases a Lot and then leases it to Declarant or a Designated Builder for use as a model in connection with the sale or lease of other Lots; or (b) a Person who, in addition to purchasing a Lot, is assigned any or all of Declarant's rights under this Declaration.

1.44 "Recording" or "Recordation" means placing an instrument of public record in the office of the Chancery Clerk of Jackson County, Mississippi, and **"Recorded"** means having been so placed of public record.

1.45 "Regular Assessments" means assessments which are imposed against Assessable Lots pursuant to Section 8.2.

1.46 "Resident" means each natural person legally occupying or residing in a Dwelling Unit.

1.47 "Single Family" means a group of one or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than three (3) persons not all so related, who maintain a common household in a Dwelling Unit.

1.48 "Special Assessment" means any assessment levied and assessed pursuant to Section 8.3.

1.49 "Special Services" means services designated in a Supplemental Declaration as being for the sole or primary benefit of the Owners and Residents of a particular part of the Property. Special Services may include, without limitation, guard services (including the maintenance of guard gates or guardhouses) and landscape maintenance services for landscaping situated on Lots.

1.50 "Supplemental Declaration" means a supplemental Declaration as set forth in Section 4.25.

1.51 "Visible From Neighboring Property" means, with respect to any given object, that such object is, or would be, visible to a natural person six feet (6') tall, standing on the same plane as the object being viewed at a distance of one hundred feet (100') or less from the nearest boundary of the property being viewed. The Design Review Committee shall have the right to determine the meaning of the term "Visible From Neighboring Property" as applied on a case by case basis, and the determination of the Design Review Committee shall be binding in that regard, subject to any appeal granted by the Board.

ARTICLE 2
PLAN OF DEVELOPMENT

2.1 Purpose and Binding Effect. Declarant intends by this Declaration to impose upon the Property covenants, conditions, restrictions and easements to create a general plan of development for the Property and to provide a flexible and reasonable procedure for the administration, maintenance, preservation, use, and enjoyment of the Property. Declarant declares that all of the Property shall be held, sold, used, and conveyed subject to the Covenants which are for the purpose of protecting the value, desirability, and appearance of the Property. Declarant further declares that all of the Covenants shall run with the Property and shall be binding upon and inure to the benefit of Declarant and all Owners and Residents and all other Persons having or acquiring any right, title, or interest in the Property or any part thereof, their heirs, successors, successors in title, and assigns. Each Person who acquires any right, title, or interest in the Property, or any part thereof, agrees to abide by all of the provisions of the Project Documents. This Declaration shall be binding upon and shall be for the benefit of and enforceable by the Association.

2.2 Reserved.

2.3 Further Subdivision, Property Restrictions, Rezoning and Timeshares. Without the prior written approval of the Association and Declarant (so long as Declarant owns any portion of the Property), no Owner (other than Declarant) shall do any of the following: (a) further subdivide a Lot or separate a Lot into smaller lots or parcels; (b) convey or transfer less than all of a Lot; (c) replat a Lot or combine a Lot with other Lots; (d) record covenants, conditions, restrictions or easements against any Lot; (e) file any application for zoning, rezoning, variances or use permits pertaining to any Lot with any governmental entity having jurisdiction; or (f) subject or use a Lot for any timesharing, cooperative, weekly, monthly or any other type of revolving or periodic occupancy by multiple owners, cooperators, licensees, lessees, occupants or timesharing participants; provided, however, that for the avoidance of doubt, the foregoing shall not limit any Owner from leasing a Lot or Dwelling Unit to any lessee. Notwithstanding anything herein to the contrary, this Section 2.3 shall not apply to Declarant with respect to any portion of the Property.

2.4 Agricultural and Livestock Operations on Adjoining Property. The Property may be located in the vicinity of current and former agricultural and livestock operations, including agricultural cultivation, burning and use of pesticides, and related odors, dust and noise. As a result, Residents of the Property may be exposed to nuisances associated with agricultural and livestock operations in the immediate and surrounding area, including but not limited to, noise, odors, dust, grazing of animals, flies, pollen, chaff from harvesting, insects, pesticide spray applications and farm equipment operators. Declarant makes no representations or warranties whatsoever with regard to such operations, and each Resident hereby forever releases and discharges Declarant from any and all claims related to such operations.

2.5 Agricultural Operations on the Property. The Property may have previously contained agricultural operations, including, without limitation, agricultural cultivation, burning and use of pesticides and herbicides, the use of farming implements, farming equipment, gasoline and diesel engines, and other machinery, equipment, chemicals, and substances related to agricultural and livestock operations on the Property. Declarant makes no representations or warranties whatsoever with regard to such operations, and each Owner and Resident hereby forever releases and discharges Declarant from any and all claims related to such operations.

2.6 Assumption of Risk. The Association may, but shall not be obligated to, sponsor certain activities or provide facilities designed to promote the health, safety, and welfare of Owners and Residents. Notwithstanding anything contained herein or in any of the Project Documents, neither the Association, the members of the Board, the officers of the Association, the management company of the Association, nor the Declarant shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety, welfare, or security of any Owner or Resident or any tenant, guest or invitee of any Owner or Resident or for any property of any such Person, even if funds of the Association or Declarant are used for any such purpose.

2.7 Common Area Landscaping Replacement. Landscaping originally planted on the Common Areas may exceed the landscaping that is ultimately planned for Common Areas due to over-planting in anticipation of normal plant losses. The Board is hereby granted the authority to remove and not replace dead or damaged landscaping if, in the reasonable discretion of the Board: (a) the remaining landscaping is acceptable to the Board; and (b) the remaining landscaping is generally consistent in quality and quantity with the landscaping shown on approved landscaping

plans. Declarant reserves the right to substitute plants and trees planted on the Property or shown on approved landscaping plans with equivalent landscaping materials. Neither Declarant nor any installer of landscaping in Common Areas shall be responsible for replacement of landscaping that dies more than ninety (90) days following installation or that requires replacement due to vandalism, lack of proper water or maintenance by the Association, or damage due to negligence, and the Association shall be solely responsible for such replacement (subject to potential recovery by the Association from any vandal or negligent person).

2.8 Attendant Noise. The Property may be subject to attendant noise and other nuisances that result from activities on nearby and/or adjoining properties used for commercial and other purposes. Each Owner is responsible for investigating this matter to the Owner's full and complete satisfaction prior to purchasing a Lot. Declarant makes no representations or warranties whatsoever with regard to such noise or other risks, and each Resident hereby forever releases and discharges Declarant from any and all claims related to such matters. BY ACCEPTANCE OF A DEED OR BY ACQUIRING A LOT, EACH OWNER, FOR ITSELF, ITS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, TRANSFEREES AND ASSIGNS, (I) APPROVES OF THE FOREGOING RISKS AND CONDITIONS, AND (II) FULLY AND FOREVER RELEASES DECLARANT AND THE ASSOCIATION AND THEIR RESPECTIVE DIRECTORS, OFFICERS AND AGENTS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, DEMANDS, CAUSES OF ACTION, LOSSES, COSTS, EXPENSES, DAMAGES OR LIABILITIES OF ANY KIND RELATED TO OR ARISING IN CONNECTION WITH ANY NUISANCE, INCONVENIENCE, DISTURBANCE, INJURY OR DAMAGE RESULTING FROM THE MATTERS DESCRIBED IN THIS SECTION 2.8, EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF DECLARANT, THE ASSOCIATION, OR THE OTHER RELEASED PARTIES. THE FOREGOING RELEASE IS INTENDED TO RELEASE SUCH RELEASED PARTIES FROM THEIR OWN NEGLIGENCE. THIS SUBSECTION MAY NOT BE AMENDED WITHOUT THE PRIOR WRITTEN CONSENT OF DECLARANT, WHICH CONSENT MAY BE WITHHELD OR GIVEN IN DECLARANT'S SOLE AND ABSOLUTE DISCRETION.

ARTICLE 3

EASEMENTS AND RIGHTS OF ENJOYMENT IN COMMON AREAS

3.1 Easements of Enjoyment. Declarant and every Owner and Resident of the Property shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to, and shall pass with, the title to every Lot subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other special use fees for the use of the Common Areas or any facilities constructed thereon;

(b) The right of the Association to suspend the voting rights, right to use of the facilities and other Common Areas by any Member, and any other rights incidental to Membership (including, but not limited to, the right to Design Review Committee review and approval of proposed Improvements), (i) for any period during which any Assessment against such Member's Lot remains delinquent, (ii) for a period not to exceed sixty (60) days for any infraction of this Declaration or the Association Rules, and (iii) for successive sixty (60) day periods if any such

infraction is not corrected during any prior sixty (60) day suspension period, provided, however, that a Member's rights may only be suspended under procedures sufficient to comply with Mississippi law;

(c) The right of the Association to regulate the use of the Common Areas through the Association Rules and to prohibit or limit access to certain Common Areas, such as specified landscaped areas. The Association Rules shall be intended, in the absolute discretion of the Board, to enhance the preservation of the Common Areas for the safety and convenience of the users thereof, and otherwise shall serve to promote the best interests of the Owners and Residents;

(d) The right of the Association to dedicate or transfer all or any part of the Common Areas to any entity for such purposes and subject to such conditions as may be agreed to by the Association. Security interests, leases, easements, and licenses shall not be considered dedications or transfers for purposes of this Article 3. Except for dedications to public entities or utilities, which shall not require approval of the Members, no such dedication or transfer shall be effective unless approved by: (i) at least two-thirds (2/3) of the Members who are voting on the matter at a meeting of the Association where a quorum is present, and (ii) Declarant (so long as Declarant owns any portion of the Property). In addition, if ingress or egress to any Lot is provided through the Common Area, then any dedication or transfer of such Common Area shall be subject to such Lot Owner's continuing right and easement for ingress and egress;

(e) The right of the Association to change the use of the Common Areas in accordance with this Declaration;

(f) The rights and easements, if any, reserved or granted to Declarant or Designated Builders by this Declaration; and

(g) Notwithstanding any other provision of this Section to the contrary, the right to use and enjoy any Limited Common Area shall only extend to the Owners and Residents designated in the Supplemental Declaration establishing such Limited Common Area as the Owners and Residents solely or primarily benefitted by the Limited Common Area.

3.2 Easements to Facilitate Development.

3.2.1 Declarant hereby reserves to itself, its duly authorized agents, employees, representatives, successors and assigns, including but not limited to any Designated Builder, a non-exclusive blanket easement over and through the Property for all purposes reasonably related to the development and completion of Improvements on the Property, and as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising the rights granted to or reserved by Declarant or to Designated Builders by this Declaration, including without limitation: (a) temporary construction easements; (b) easements for the temporary storage of supplies of building materials and equipment necessary to complete Improvements; and (c) easements for the construction, installation and maintenance of Improvements on the Property or Improvements reasonably necessary to serve the Property.

3.2.2 Declarant hereby reserves to itself, its duly authorized agents, employees, representatives, successors and assigns including, but not limited to, any Designated Builder that Declarant expressly authorizes, the right to: (a) use any Lots owned or leased by Declarant or a Designated Builder, any other Lot with written consent of the Owner thereof, or any portion of the Common Area (including, without limitation, any clubhouse, community center, or other amenity) as models, management offices, sales offices, a visitors' center, construction offices, customer service offices, sales office parking areas, or other function which Declarant deems necessary for the development, sale, or lease of the Property; and (b) install and maintain on the Common Area, any Lot owned or leased by Declarant or a Designated Builder, or any other Lot with the consent of the Owner thereof, such marketing, promotional or other signs which Declarant deems necessary for the development, sale or lease of the Property. The right reserved to Declarant and Designated Builders under this Section shall be in such number, of such size and in such locations as Declarant deems appropriate, in its sole and absolute discretion.

3.2.3 No Designated Builder shall: (a) store supplies of building materials or equipment on any portion of the Property other than those specifically designated for such purposes and approved in writing by Declarant; (b) exercise any of the rights granted in Section 3.2.2 without Declarant's prior written approval; or (c) exercise any of the rights or easements reserved by or granted pursuant to this Section 3.2 in such a manner as to unreasonably interfere with the construction or development of any part of the Property.

3.2.4 In the event of any conflict or inconsistency between the provisions of this Section 3.2 and any other provision of this Declaration, this Section 3.2 shall control.

3.3 Utility Easements. A nonexclusive, perpetual blanket easement is hereby created over and through the Common Areas, and a limited, specific easement over and through those portions of the Property shown as public utility easement areas (or shown with a similar designation) on any Plat is hereby created, for the purpose of:

(a) Installing, constructing, operating, maintaining, repairing or replacing equipment used to provide to any portion of the Property any utilities, including, without limitation, water, sewer, drainage, gas, electricity, telephone and television service, whether public or private;

(b) Ingress and egress to install, construct, operate, maintain, repair and replace such equipment; and

(c) Exercising the rights under the easement.

Such easement is hereby granted to any Person providing such utilities or installing, constructing, maintaining, repairing, or replacing equipment related thereto. Any pipes, conduits, lines, wires, transformers, and any other apparatus necessary for the provision or metering of any utility may be installed or relocated only where permitted by Declarant, contemplated on any Plat or where approved by resolution of the Board. Equipment used to provide or meter such utilities or services may be installed aboveground during periods of construction if approved by Declarant and any Builder owning the Property. The Person providing the service, or installing a utility

pursuant to this easement shall install, construct, maintain, repair or replace the equipment used to provide or meter utilities as promptly and expeditiously as possible, and shall restore the surface of the land and the improvements situated thereon to their original condition as soon as possible.

3.4 Easement for Maintenance of Areas of Association Responsibility. The Association shall have an easement upon and over the Lots for the purpose of carrying out its powers and duties related to maintaining the Areas of Association Responsibility pursuant to this Declaration.

3.5 Easements for Encroachments. If any Improvement constructed by or for a Designated Builder or Declarant on any Lot now or hereafter encroaches on any other portion of the Property by an amount of deviation permitted by customary construction tolerances, a perpetual easement is hereby granted to the extent of any such encroachment, and the owner of the encroaching Improvement shall also have an easement for the limited purpose of the maintenance and repair of the encroaching Improvement.

3.6 Easements for Cross-Drainage. Every Lot and the Common Area shall be burdened with easements for natural drainage of storm water runoff from other portions of the Property; provided, that no Person shall alter the drainage as it exists on any Lot at the time of transfer of such Lot from Declarant in a manner that would alter or materially impact the drainage of storm water onto adjacent portions of the Property without the consent of the Owners of the affected property and during the Declarant Control Period, Declarant. Any Owner who materially alters the drainage on its Lot shall be liable for any damage caused to adjoining property as a result of such alterations.

3.7 Delegation of Use. Any Member may, in accordance with this Declaration and the Association Rules and the limitations therein contained, delegate his right of enjoyment in the Common Areas and facilities to the members of his family or his Residents.

3.8 Dedications and Easements Required by Governmental Authority. Declarant hereby reserves to itself and its successors and assigns, the right to make any dedications and to grant any easements, rights-of-way and licenses required by any government or governmental agency over and through all or any portion of the Common Area.

3.9 Further Assurances. Any and all conveyances made to the Association or any Owner shall be conclusively deemed to incorporate these reservations of rights and easements, whether or not set forth in such grants. The easements granted and reservations made to Declarant in this Declaration shall not terminate or merge and shall continue to run with the land, notwithstanding the common law doctrine of merger and the common ownership of all the Property by Declarant. Upon written request of Declarant, the Association and each Owner shall from time to time sign, acknowledge and deliver to Declarant such further assurances of these reservations of rights and easements as may be requested.

3.10 Assignment of Development Rights. Declarant may make limited temporary assignments of its easement rights under this Declaration to any Person performing construction, installation or maintenance on any portion of the Property.

3.11 As-Built Conditions. Various engineering and architectural plans pertaining to the Property, including, but not limited to, the Plat, subdivision maps, grading plans, plot plans, improvement plans, and building plans (collectively, the "**Plans**"), contain dimensions regarding certain aspects of the Common Areas, Lots, and other parts of the Property. By accepting a deed to a Lot, each Owner is deemed to have acknowledged and agreed that (a) if there is a discrepancy between the Plans and the actual as-built conditions of any Lot, Dwelling Unit, the Common Areas or any other Improvement within the Property, the as-built conditions will control and be deemed to be accepted as-is by the Owner; (b) the usable or buildable area, location and configuration of each Lot, the Common Areas, and any other Improvements located within the Property may deviate from the Plans or from any other display or configuration related thereto; and (c) the location, size, height, and composition of all walls and fences to be constructed on or as a part of the Property shall be determined by Declarant in its sole and absolute discretion. Despite the Plans or any other materials that may exist, Declarant is deemed to have made no representations, warranties or assurances with respect to any such matters, and each Owner waives the right to make any demands of or claims against Declarant as a result of any discrepancies between the Plans and any actual as-built conditions of any Improvement.

ARTICLE 4 **PERMITTED USES AND RESTRICTIONS**

4.1 Residential Purposes.

4.1.1 All Lots and Dwelling Units within the Property shall be used for Single Family residential purposes. No business, trade, or other nonresidential use shall be conducted on or in any Lot or Dwelling Unit, provided that an Owner or any Resident may conduct limited business activities in a Dwelling Unit (including, without limitation, "work from home" or "remote work" activities for an employer) so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Dwelling Unit, (b) the business activity conforms to all applicable zoning requirements, (c) the business activity does not involve door-to-door solicitation of other Owners or Residents, (d) the business activity does not generate drive-up traffic or customer or client parking, and (e) the business activity is consistent with the residential character of the Property, does not constitute a nuisance or a hazardous or offensive use, and does not threaten the security or safety of other Owners or Residents, as may be determined in the sole discretion of the Board. No Lot may ever be used, allowed, or authorized to be used in any way, directly or indirectly, for any manufacturing, industrial, mercantile, commercial storage, vending, or other similar uses or purposes; provided, however, that Declarant and each Designated Builder, and their respective agents, successors, or assigns, may use the Property, including any Lots, for any of the foregoing uses as may be required, convenient, or incidental to the construction and sale of Dwelling Units thereon, including, without limitation, for the purposes of a business office, management office, storage area, construction yard, signage, model sites and display and sales office during the construction and sales period.

4.1.2 The terms "business" and "trade" as used in this Section 4.1 shall be construed to have ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of

goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (a) such activity is engaged in full or part time; (b) such activity is intended or does generate a profit; or (c) a license is required for such activity. The use of model homes by Declarant or a Designated Builder or the use of the Property by Declarant or Designated Builders for the purpose of developing and marketing the Property are not considered a trade or business within the meaning of this Section. The Board shall have broad authority to enact rules and regulations to implement this Section 4.1.

4.2 Animals. No animal, bird, poultry, or livestock, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot and then only if they are kept, bred, or raised thereon solely as domestic pets and not for commercial purposes. No house or yard pets shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing, or confinement of any house or yard pet shall be maintained so as to be Visible From Neighboring Property. Upon the written request of any Member or Resident, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this Section, a particular animal, bird, poultry, or livestock is a generally recognized house or yard pet, whether such a pet is a nuisance, or whether the number of animals or birds on any such property is reasonable. Any decision rendered by the Board shall be enforceable in the same manner as other restrictions contained herein and in this Declaration.

4.3 Temporary Occupancy and Temporary Building. No trailer, basement, or any incomplete building, tent, shack, garage or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent. Except for temporary buildings, trailers or other structures used by Declarant (and Designated Builders, to the extent approved in writing by Declarant), temporary buildings, trailers or other structures used during the construction or modification of Improvements must be approved by the Design Review Committee, and in all events must be removed immediately after the completion of such construction or modification, and in no event shall any such buildings, trailers or other structures be maintained or kept on any property for a period in excess of twelve (12) months without the prior written approval of the Design Review Committee.

4.4 Diseases, Insects, and Pests. No Owner shall permit any condition or thing to exist upon any Lot which shall induce, breed, or harbor infectious plant diseases, insects, or pests.

4.5 Antennas. No antenna, aerial, satellite dish or other device for the transmission or reception of television or radio (including amateur or ham radio) signals of any kind (collectively referred to herein as "**Antennas**") will be allowed outside any Dwelling Unit, except that a device covered by 47 C.F.R. § 1.400 (Over-the-Air Reception Devices Rule), as amended, repealed, or recodified, will be permitted. Any such device shall comply with the applicable antenna installation rules of the Association and shall be mounted, to the extent reasonably possible, so as to not be Visible From Neighboring Property or the street. The devices governed by 47 C.F.R. § 1.400 (Over-the-Air Reception Devices Rule) as of the date of the Recording of this Declaration are as follows:

(a) Direct Broadcast Satellite antennas one meter in diameter or less, and designed to receive direct broadcast satellite service, including direct-to-home satellite service, or receive or transmit fixed wireless signals via satellite;

(b) Multi-point Distribution Service ("MDS") antennas one meter or less in diameter or diagonal measurement, designed to receive video programming services (wireless cable) or to receive or transmit fixed wireless signals other than via satellite;

(c) Antennas designed to receive local television broadcast signals; and

(d) Antennas designed to receive and/or transmit data services, including Internet access.

If the FCC expands the types of antennas that fall under the FCC Rule, this Section 4.5 shall encompass those antennas as well. The Board is hereby vested with the broadest discretion to enact rules and regulations to implement this Section to conform to the law. The Board may enact rules and regulations that are more restrictive than this Section 4.5, if permissible by federal and state law.

4.6 Mineral Exploration. No Lot shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind.

4.7 Trash and Recycling Containers and Collection. No garbage or trash shall be placed or kept on any Lot, except in covered containers of a type, size, and style which are approved by the Board and provided by a governmental authority or other authorized provider. The Board may adopt such reasonable rules and regulations as it deems necessary regarding trash containers and collection of trash. In no event shall such containers be maintained so as to be Visible From Neighboring Property except to make the same available for collection and then only until nine (9) a.m. the day following collection. Trash containers shall be placed on the street, not the sidewalks, for collection, unless otherwise required by the garbage collection company. All rubbish, trash or garbage shall be promptly removed from all Lots and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on any Lot.

4.8 Clothes Drying Facilities. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed, or maintained on any Lot, unless they are erected, placed, and maintained exclusively within a fenced service yard or otherwise concealed and are not Visible From Neighboring Property.

4.9 Party Walls. A party wall or party fence shall be defined as any wall or fence that is located between Lots or between Lots and an Area of Association Responsibility whether the wall is located directly on the dividing line between the Lots or between the Lots and an Area of Association Responsibility or whether it is not located directly on the dividing line but serves as the wall or fence separating the Lots or separating the Lots and an Area of Association Responsibility. Except as hereinafter provided, the rights and duties of Owners with respect to party walls or party fences between Lots, or between Lots and Common Areas, shall be as follows:

(a) The Owners of contiguous Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

(b) In the event that any party wall or party fence is damaged or destroyed through the act of an Owner or any of his Residents, agents, trees, irrigation systems, guests, or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the party wall, or party fence without cost to the Owner of the adjoining Lot or the Association, if the party wall or party fence is adjacent to an Area of Association Responsibility.

(c) In the event any party wall or party fence located between Lots is destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time), other than by the act of an adjoining Owner, his Residents, agents, trees, irrigation systems, guests or members of his family, it shall be the obligation of all Owners whose Lots adjoin such party wall or party fence to rebuild and repair such wall or fence at their joint expense, such expense to be allocated among the Owners in accordance with the frontage of their Lots on the party wall or party fence.

(d) In the event any party wall or party fence located between Lots and an Area of Association Responsibility is destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time) other than by the act of an adjoining Owner, his Residents, agents, trees, irrigation systems, guests or members of his family, the Association shall be responsible for all maintenance thereof, including the painting of all portions of any fencing, subject to the provisions of Section 12.1 below, except that the Owner of the Lot shall be responsible for maintaining and painting the surface of the party wall facing such Owner's Lot. The Association shall charge the Owner of the Lot a Benefitted Property Assessment equal to one-half of the cost of any structural repairs or replacements to the party wall or party fence bordering the Owner's Lot, and one-half of the cost of the painting of any party fences.

(e) Notwithstanding anything to the contrary herein contained, there shall be no impairment of the structural integrity of any party wall or party fence without the prior consent of all Owners of any interest therein whether by way of easement or in fee.

4.10 Overhead Encroachments. No tree, root, shrub or planting of any kind on any Lot shall be allowed to overhang or otherwise to encroach visibly upon any other Lot without the approval of the Owner of the affected Lot. No tree, root, shrub or planting of any kind on any Lot shall be allowed to overhang or otherwise to encroach upon any sidewalk, street, pedestrian way, party wall for which the Association has any repair or maintenance responsibility, or Area of Association Responsibility from ground level to a height of eight feet (8') without the prior written approval of the Design Review Committee.

4.11 Window Coverings. In no event shall the interior or exterior of any windows be covered with reflective material, such as foil, or with paper, bed sheets, or other temporary coverings. The Board shall have the broadest authority to enact rules and regulations relating to window coverings.

4.12 Garages and Driveways. No garage shall be converted to living space or altered or used for storage of material or other purposes which would prevent the use of the garage for the parking of the number of vehicles for which it was designed, except that Declarant and Designated Builders may use a garage in one or more model homes for a sales office and/or a construction office. Further, the interior of all garages situated upon any Lot shall be maintained by the respective Owners thereof in a neat and clean condition. Garage doors shall be kept closed unless vehicles or Persons are entering or exiting, work is being performed on the Dwelling Unit, or a Resident is nearby. All driveways on Lots shall be of concrete construction or pavers. A carport may not be built in addition to or as a replacement for a garage, unless initially constructed by Declarant or a Designated Builder or approved in writing by the Design Review Committee.

4.13 Heating, Ventilating, and Air Conditioning Units. No heating, air conditioning or evaporative cooling units or equipment shall be placed, constructed or maintained upon the roof or exterior walls of any structure on any part of the Property, and any heating, air conditioning or evaporative cooling units or equipment shall be (a) attractively screened or concealed, which means of screening or concealment shall be subject to the regulations and the prior written consent of the Design Review Committee, and (b) not Visible From Neighboring Property; provided, however, that where such unit or equipment is Visible From Neighboring Property solely through a "view fence", no screening or concealment shall be required.

4.14 Solar Collection Panels or Devices. Declarant recognizes the benefits to be gained by permitting the use of solar energy as an alternative source of electrical power for residential use. At the same time, Declarant desires to promote and preserve the attractive appearance of the Property and the improvements thereon, thereby protecting the value generally of the Property and the various portions thereof, and of the various Owners' respective investments therein. Therefore, subject to the restrictions of applicable law and with the prior written approval of the plans therefor by the Design Review Committee, solar collecting panels and devices may be placed, constructed, or maintained upon any Lot within the Property. The Design Review Committee may adopt rules and regulations regarding the placement of solar energy devices in order to limit, to the extent possible, the visual impact of such solar collecting panels and devices when viewed by a Person six feet (6') tall standing at ground level on adjacent properties. The restrictions in this Section 4.14 shall be subject to any limitations imposed by law.

4.15 Basketball Goals. No permanent basketball goal or backboard shall be constructed, installed or maintained on any Lot which would be Visible From Neighboring Property without the prior written approval of the Design Review Committee.

4.16 Vehicles; Parking. Vehicles that do not exceed factory settings of one (1) ton in carrying load or cargo capacity, ninety-six inches (96") in height or width, or two hundred fifty inches (250") in length, may be parked on the Property within a garage or on private driveway (including approved, paved driveway extensions) appurtenant to a Dwelling Unit and in the streets and roadways within the Property. A vehicle permitted to park on a driveway or approved driveway extension must park on the paved surface of such driveway. No vehicle may be parked on the landscaped portion of a Lot or Parcel. No other vehicle, including, but not limited to, mobile homes, motor homes, boats, recreational vehicles, trailers, semi-trucks, campers, permanent tents,

or similar vehicles or equipment that exceeds factory settings of one (1) ton in carry load or cargo capacity, ninety-six inches (96") in height or width, or two hundred and fifty inches (250") in length, or similar vehicles or equipment, shall be kept, placed or maintained upon the Property or any street or roadway adjacent thereto, except (i) within a garage constructed by Declarant or a Designated Builder or approved by the Design Review Committee, (ii) within the fenced and/or gated portion of the Lot so long as the vehicle or equipment is not Visible From Neighboring Property or (iii) in such areas and subject to such rules and regulations as the Board may designate and adopt in its sole discretion (and the Board in its sole discretion may prohibit such other vehicles and equipment completely). No vehicle (including, but not limited to those set forth in the preceding sentences) shall be constructed, reconstructed, or repaired on driveways or on any roadway therein or adjacent thereto except within the garage. No motor vehicles of any kind which are not in operating condition shall be parked in any unenclosed parking areas (including, but not limited to, private driveways appurtenant to a Dwelling Unit). For purposes of this Section 4.16, a vehicle is not in operating condition if it is not running, has a flat or missing tire for ten (10) or more days, or is not properly licensed and registered. No vehicle may be parked on a sidewalk or on a driveway so as to encroach on a sidewalk for any length of time, and no vehicle may be parked on the street overnight. The provisions of this Section 4.16 shall not apply to vehicles of Declarant, any Designated Builder or its respective employees, agents, affiliates, contractors or subcontractors, and during construction of Improvements on any Lot or Parcel, necessary construction materials and supplies may be stored without the need for a solid visual barrier providing such materials and supplies are kept in neat order considering the construction activities. Both Declarant or the Design Review Committee are authorized to designate the areas and manner in which supplies of building materials and construction equipment shall be stored and the routes construction vehicles may use. All such designations shall be reasonable. Notwithstanding anything herein to the contrary, the restrictions on parking on streets and driveways shall not apply to vehicles permitted by applicable law to park in streets or driveways.

4.17 Landscaping and Maintenance.

4.17.1 Within ninety (90) days of acquiring a Lot with a Dwelling Unit thereon, each Owner (other than Declarant or any Designated Builder) shall landscape (if not already landscaped) such Lot. Each Owner shall submit a landscaping plan to the Design Review Committee for review and approval pursuant to Article 5.

4.17.2 Within one hundred and eighty (180) days of acquiring a Lot with a Dwelling Unit thereon, each Owner (other than Declarant or any Designated Builder) shall landscape (if not already landscaped) the rear yard of such Lot. If any portion of the rear yard landscaping will be Visible from Neighboring Property when planted, the Owner shall submit a landscaping plan to the Design Review Committee for review and approval pursuant to Article 5 for the portion of such landscaping that would be Visible from Neighboring Property.

4.17.3 The Association shall maintain the landscaping on any public right-of-way areas lying between the front or side boundaries of such Lot and an adjacent street, shall keep the land free of debris and weeds at all times, and shall repair portions of the landscaping which have been damaged. Each Owner shall (a) maintain the exterior of such Owner's Dwelling Unit, (b) maintain landscaping on such Owner's Lot, (c) promptly replace any dead tree on such Owner's

Lot, and (d) promptly restore any uprooted or toppled tree on such Owner's Lot to an upright position if such tree is Visible From a Neighboring Property, provided that, if the Owner wishes to replace the tree with a different type of tree, then the Owner shall submit a plan to the Design Review Committee for review and approval pursuant to Article 5. Landscaping shall be installed under this Section 4.17 as to be consistent, in terms of general appearance and level of care and attention, with other normal completed residential landscaping within the Property and within other residential properties in the vicinity of the Property and in accordance with Design Review Guidelines established by the Design Review Committee. The aforementioned landscaping shall be maintained in a neat, clean and attractive condition consistent in appearance with other properly maintained, improved Lots within the Property. In the event any such landscaping is damaged or disturbed as a result of the installation or maintenance of any utility lines, cables or conduits for the use or benefit of an Owner, then, in that event, such benefitted Owner shall promptly repair and restore any damage or disturbance to such landscaping in accordance with the landscape plans previously approved by the Design Review Committee, if applicable.

4.18 Prohibited Uses. No use which is offensive by reason of odor, fumes, dust, smoke, noise, glare, heat, sound, vibration, radiation or pollution, or which constitutes a nuisance or unreasonable source of annoyance, or which is hazardous by reason of risk of fire or explosion, or which is injurious to the reputation of any Owner, shall be permitted on any Lot. No use which is in violation of the laws (after taking into account the application of any validly granted or adopted variance, exception, or special use ordinance or regulation) of the United States, the State of Mississippi, Jackson County, or any municipality or other governmental entity having jurisdiction over the Property shall be conducted on any Lot. Normal construction activities and parking in connection with Declarant's or any Designated Builder's construction or modification of Improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration.

4.19 Dust Control. The areas on each Lot which are not improved with buildings ("**Clear Areas**") shall be landscaped as provided in Section 4.17. After a sale of any Lot by Declarant or a Designated Builder, until such landscaping is installed, the Clear Areas shall be maintained in a neat and attractive condition, free of weeds and debris and the Owner thereof shall take necessary and appropriate measures to prevent and control the emanation of dust and dirt from the Clear Areas, which may include the use of gravel, grass, ground cover, or the sealing of the ground surface. After landscaping has been installed, each Owner shall continue to maintain his Lot in a manner which minimizes the possibility of dust being transmitted into the air and over adjacent properties.

4.20 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of the Property for any unreasonable time, and no odors shall be permitted to arise therefrom, so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other portion of the Property in the vicinity thereof or to its Owners or Residents. No loud, noxious, or offensive activity shall be carried on or permitted on any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to Persons or property in the vicinity of such Lot, or which shall interfere with the quiet enjoyment of each of the Owners and Residents. Owners shall not allow any standing bodies of water to accumulate on their Lot, including, but not limited to, neglected pools, spas, or water

features, that could become breeding environments for mosquitoes or other insects. The Board shall have the right to determine, in its sole discretion, whether the provisions of this Section 4.20 have been violated. Any decision rendered by the Board shall be enforceable and be binding in the same manner as other restrictions in this Declaration. Nothing contained in the foregoing shall be construed to prevent the construction, installation, sales, or marketing by any Declarant or Designated Builder of any Dwelling Units on any Lot within the Property, and normal construction activities and parking in connection with the construction or modification of Improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration.

4.21 Drainage. No Lot shall be graded or contoured and no Dwelling Unit, structure, building, landscaping, fence, wall or other Improvement shall be constructed, installed, placed or maintained in any manner that would obstruct, interfere with or change the direction or flow of water in accordance with the approved grading and drainage plans for the Property, or any part thereof, or for any Lot as shown on the approved grading and drainage plans on file with the municipality in which the Property is located. In addition, no Owner or other Person shall change the grade or elevation of a Lot in any manner that would obstruct, interfere with or change the direction or flow of water in accordance with the approved grading and drainage plans.

4.22 Health, Safety and Welfare. In the event additional uses, activities, or facilities are deemed by the Board to be a nuisance or to adversely affect the health, safety, or welfare of Owners and Residents, the Board may make rules restricting or regulating their presence on the Lot as part of the Association Rules.

4.23 Leasing; Obligations of Tenants and Other Occupants.

4.23.1 All tenants shall be subject to the terms and conditions of the Project Documents. Each Owner shall cause his, her, or its Residents or other occupants to comply with the Project Documents and, to the extent permitted by applicable law, shall be responsible and liable for all violations and losses caused by such Residents or other occupants, notwithstanding the fact that such Residents or other occupants are also fully liable for any violation of each and all of those documents.

4.23.2 For purposes of this Section 4.23, a lease is defined as any occupancy of the Dwelling Unit (whether or not money is exchanged) by anyone other than: (a) the Owner, (b) the Owner's spouse, (c) the Owner's or the Owner's spouse's children or parents, (d) any individuals living with the Owner who are maintaining a common household with the Owner, or (e) guests of an Owner residing with the Owner of the Lot. No Owner may lease less than his, her or its entire Lot. No Lot may be leased with an initial lease term as to any lessee of less than six (6) consecutive months. The Owner of a leased Lot or Dwelling Unit must furnish the Board with a tenant information form provided by the Board.

4.23.3 The Association is a third-party beneficiary of any such lease solely for the purpose of enforcing this Declaration and shall have the right to establish and charge fines against any Owner failing to enforce the provisions of the Project Documents.

4.23.4 The provisions of this Section 4.23 shall not apply to the use of Lots or Dwelling Units owned by (or leased to) Declarant or any Designated Builder as a model home or for marketing purposes.

4.23.5 Notwithstanding anything to the contrary contained in this Declaration, the Board shall not adopt any Association Rules that limit, or otherwise adversely impact, the right to lease single-family residential homes within the Property. An Owner who does not occupy a Lot confers its right of use and enjoyment of the Common Areas to the Residents (including tenants) of such Owner's Lot.

4.24 Environmental Protections. No Lot, nor any facilities on any Lot, shall be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, or process Hazardous Substances or solid waste. For purposes of this Section, "**Hazardous Substances**" shall be deemed to include pollutants or substances defined as "hazardous waste," "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") as amended by the Superfund Amendments and Reauthorization Act of 1986 (PL 99-499), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Toxic Substance Control Act, 15 U.S.C. Section 2601, et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq., and in the rules or regulations adopted and guidelines promulgated pursuant to said laws.

4.25 Supplemental Declaration; Property Restrictions.

4.25.1 No further covenants, conditions, restrictions or easements (a "**Supplemental Declaration**") shall be Recorded by any Owner, Resident, or other Person (other than Declarant) against any Lot without the provisions thereof having been first approved in writing by Declarant so long as Declarant owns any portion of the Property, and, following such time, by the Board. Any Supplemental Declaration which is Recorded without such approval being evidenced thereon shall be null and void. A Supplemental Declaration may designate Common Areas or other Areas of Association Responsibility and impose such covenants, conditions, restrictions and easements as the Declarant deems appropriate for the property subject to the Supplemental Declaration. A Supplemental Declaration may also designate Limited Common Areas and Special Services. If a Supplemental Declaration designates any Limited Common Areas or Special Services, the Supplemental Declaration shall also designate the area containing the Lots which will be subject to a Benefitted Property Assessment. No application for rezoning, variances, or use permits pertaining to any Lot shall be filed with any governmental authority by any Person unless the application has first been approved by Declarant (so long as Declarant owns any portion of the Property), and, thereafter, the Board, and the proposed use otherwise complies with this Declaration. Notwithstanding anything contained in this Declaration to the contrary, none of the restrictions contained in this Declaration shall be construed or deemed to limit or prohibit any act of Declarant, its employees, agents and subcontractors, or parties designated by it in connection with the entitlement, construction, completion, sale or leasing of Lots, Common Areas, or any other portion of the Property.

4.25.2 A Supplemental Declaration may only be amended by a written instrument executed by: (1) the Owners representing more than sixty-seven percent (67%) of the votes in the Association held by the Owners of all of the Lots subject to the Supplemental Declaration; (2) the Association; and (3) the Declarant so long as the Declarant owns any part of the Property. After the expiration of the Declarant Control Period, if an amendment to a Supplemental Declaration adds, deletes or changes any Limited Common Areas or Special Services, then such amendment must also be approved by at least sixty-seven percent (67%) of the votes held by Owners of Lots subject to the Supplemental Declaration or by such greater percentage of votes as may be required by the Supplemental Declaration, and, if the proposed amendment will convert any Limited Common Areas to Common Areas maintained by the Association without a Benefitted Property Assessment, by the Owners holding more than fifty-percent (50%) of the votes allocated to Lots owned by the Owners and located outside of the area subject to the Supplemental Declaration. Any amendment to a Supplemental Declaration approved in accordance with this Section shall be executed by the Association and shall be effective only upon the Recording of the amendment to the Supplemental Declaration.

4.26 Model Homes. The provisions of this Declaration that prohibit non-residential use of Lots and regulate parking of vehicles shall not prohibit the construction and maintenance of model homes by Declarant and/or Designated Builders engaged in the construction and/or sale of Dwelling Units within the Property and parking incidental to the visiting of such model homes so long as the location of such model home is approved by Declarant, which approval shall not be unreasonably withheld, and the construction, operation, and maintenance of such model homes otherwise comply with all of the provisions of this Declaration. It shall be deemed reasonable for Declarant to withhold its approval of the location of any such model home to the extent that the location of such model home would materially and adversely interfere with the free-flow of pedestrian or vehicular traffic, create an unreasonable amount of dust and debris, or would otherwise constitute a public or private nuisance to other Residents within the Property. Declarant shall also permit other areas to be used for parking in connection with the showing of model homes provided such parking areas are in compliance with the ordinances of any applicable governmental entity. Any Dwelling Units constructed as model homes shall cease to be used as model homes at any time the Designated Builder thereof is not actively engaged in the construction and/or sale of single-family residences within the Property, and no Dwelling Units shall be used as a permanent main model home for the sale of Dwelling Units not located within the Property, unless otherwise approved in writing by Declarant.

4.27 Repair of Building; Reconstruction. No building or structure on any Lot shall be permitted to fall into disrepair and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any Dwelling Unit or other structure is totally or partially damaged or destroyed by fire, Act of God, or any other cause, the Owner shall commence the repair or reconstruction of the Dwelling Unit or other structure, subject to the approvals required by Article 5, within six (6) months after occurrence of the damage or destruction, and shall complete such repair or reconstruction within twelve (12) months, unless the Owner is prevented from doing so by an Act of God or other event beyond the Owner's control, in which case the applicable time period shall be extended by the amount of time necessitated by such event. The provisions of this Section 4.27 shall not apply to any portion of the Property owned by Declarant or any Designated Builder.

4.28 Signs. No signs whatsoever which are Visible From Neighboring Property shall be erected or maintained on any Lot except:

(a) Signs required by legal proceedings and signs that must be permitted by law;

(b) No more than two (2) identification signs for individual residences, each with a face area of seventy-two square inches (72") or less;

(c) Signs and notices erected or posted in connection with the provision of building security with a face area of seventy-two square inches (72") or less;

(d) Promotional and advertising signs of Designated Builder on any Lot, approved from time to time in advance and in writing by the Design Review Committee as to number, size, color, design, message content, location, and type; and

(e) Such other signs (including, but not limited to, construction job identification signs, builder identification signs and subdivision identification signs) which are in conformance with the applicable requirements of all applicable governmental agencies and which are permitted by the Design Guidelines or have been approved in advance and in writing by the Design Review Committee as to size, color, design, message content, and location.

4.29 Utility Service. Except as required to be permitted by law, no lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon any Lot unless the same shall be contained in conduits or cables installed and maintained underground, except to the extent (if any) such underground or concealed placement may be prohibited by law, and except for such above-ground structures and/or media for transmission as may be originally constructed by Declarant or any Designated Builder or as may be otherwise approved by the Design Review Committee. No provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or structures.

4.30 Right of Entry. During reasonable hours and upon reasonable prior notice to the Owner or other Resident of a Lot, any member of the Design Review Committee or the Board, or any authorized representative thereof, shall have the right to enter upon and inspect any Lot, and the Improvements thereon, except for the interior portions of any completed Dwelling Units, for the purpose of ascertaining whether or not the provisions of this Declaration have been, or are being, complied with, and such Persons shall not be deemed guilty of trespass by reason of such entry, provided that the right to enter upon or inspect the rear yard of any Lot pursuant to this Section 4.30 shall be limited to the purpose of ascertaining whether or not a nuisance exists on the Lot, including, by way of example (but not limitation), the existence of a breeding environment for mosquitoes such as a neglected pool, spa, or water feature.

4.31 Crime and Drug Free Community. The Association shall have the right and power to enact rules prohibiting criminal and drug activity on the Property, including the right to

assess fines and evict tenants who engage in such activity. The Association shall have the right and power to require Residents and Owners to sign reasonable contracts and forms that assure there is no criminal and drug related activity on the Property.

4.32 Sidewalks, Paths, and Walkways. Sidewalks, paths, and walkways within the Property are designed for pedestrian traffic. Motorized vehicles, including, but not limited to ATVs and motorcycles, may not be operated on the sidewalks, paths, or walkways within the Property. Horses may not be ridden on sidewalks, paths, walkways, streets, or any other portion of the Property.

4.33 Flags and Flagpoles. No flags or flagpoles whatsoever which are Visible From Neighboring Property shall be erected or maintained on any Lot except as permitted by the Design Guidelines or as approved by the Design Review Committee, and as must be permitted by applicable law.

4.34 Prohibited Timesharing and other Fractional Interest Plans. No Lot or Dwelling Unit constructed thereon may be used and/or occupied by any Person pursuant to any joint or common ownership, use and/or occupancy by three (3) or more Unrelated Persons (defined below) during any 365-day period for the primary purpose of allocating periodic use or occupancy of such Dwelling Unit among Unrelated Persons, or their lessees, sub-lessees, assignees, or permittees on an ongoing basis over time pursuant to a timesharing plan, fractional ownership-interest plan, fractional private residence-club plan, membership residential-privilege plan, or any other similar type of plan or arrangement (collectively "**Timesharing Plan**"), regardless of whether such arrangement constitutes a timesharing plan or timeshare interests under Mississippi law or under the laws of any other particular state. Any type of Timesharing Plan, whether or not the Lot or Dwelling Unit is owned by one Person, and whether or not currency or another form of compensation, trade, or barter is provided in exchange for the use of the Lot and Dwelling Unit, is prohibited. For purposes of this Section, "**Unrelated Persons**" means purchasers or holders of such rights of use or occupancy, whether by owning a fee title interest, or by holding some other right or interest, or some other right of occupancy, whether or not any interest in the Lot or Residence is connected to said right, directly or indirectly, individually or through a corporation, partnership, limited liability company, trust or other entity, who are not related by blood, adoption or marriage. In calculating three (3) or more Unrelated Persons, a husband and wife and their children (including the children of either spouse), or a family trust or any other entity comprised exclusively of the same people, shall collectively constitute only one Unrelated Person. For the avoidance of doubt, this Section 4.34 shall in no event limit the right of any Owner from leasing a Dwelling Unit to any lessee.

4.35 Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of structures, Improvements, signs, or flagpoles necessary or convenient to the development or sale of Lots within the Property and, in connection therewith, Declarant shall have the right and authority to permit and authorize Designated Builders to construct and install temporary signage which is necessary or convenient to the development and sale of any Lots within the Property.

4.36 Variances. The Board, in its good-faith discretion, may grant such variances of the restrictions contained in this Article 4 as it shall deem appropriate, so long as the use or condition permitted by such variance does not result, as determined by the Board in its sole discretion, in an unsafe, unsanitary, or aesthetically displeasing condition, or in a substantial departure from the common plan of development contemplated by this Declaration. If any restriction set forth in this Article 4 is adjudged or deemed to be invalid or unenforceable as written by reason of any federal, state or local law, ordinance, rule or regulation, then a court or the Board, as applicable, may interpret, construe, rewrite or revise such restriction to the fullest extent allowed by law, so as to make such restriction valid and enforceable. Such modification shall not serve to extinguish any restriction not adjudged or deemed to be unenforceable.

ARTICLE 5

ARCHITECTURAL CONTROL

5.1 Approval Required. No Improvement which would be Visible From Neighboring Property, or which would cause any Person or thing to be Visible From Neighboring Property, shall be constructed or installed on any Lot without the prior written approval of the Design Review Committee, which shall have the authority to regulate the external design and appearance of the Lots and all Improvements constructed thereon. No addition, alteration, repair, change, or other work which in any way alters the exterior appearance of any part of a Lot, or any Improvements located thereon, which are or would be Visible From Neighboring Property shall be made or done without the prior written approval of the Design Review Committee. Any Owner desiring approval of the Design Review Committee for the construction, installation, addition, alteration, repair, change, or replacement of any Improvement which is or would be Visible From Neighboring Property shall submit to the Design Review Committee their written request for approval specifying in detail the nature and extent of the addition, alteration, repair, change, or other work which the Owner desires to perform. Any Owner requesting the approval of the Design Review Committee shall also submit to the Design Review Committee any additional information, plans, and specifications which the Design Review Committee may reasonably request.

5.2 Design Review Fee. The Design Review Committee shall have the right to charge a fee for reviewing requests for approval of any construction, installation, alteration, addition, repair, change, or other work pursuant to this Article 5, which fee shall be payable at the time the application for approval is submitted to the Design Review Committee.

5.3 Construction Deposit. The Design Review Committee shall have the right to require a fully-refundable construction deposit of up to ten percent (10%) of the cost to construct the Improvement for which approval is sought to ensure compliance with the Declaration, compliance with the approved plans, and to protect the Association against damage to the Areas of Association Responsibility, which deposit shall be payable at the time the application for approval is submitted to the Design Review Committee. Any such deposit shall be fully refundable to the Owner upon: (i) the completion of the Improvements in accordance with the plans and specifications approved by the Design Review Committee, so long as there is no damage caused to the Common Areas by the Owner, its agents, or contractors; and (ii) the Owner's written request to the Design Review Committee, so long as there is no damage caused to an Areas of Association Responsibility by the Owner, its agents, or contractors. If an Owner or an Owner's agent causes

damage to an Area of Association Responsibility, the Association may use the construction deposit to repair the Area of Association Responsibility. The Association's costs of repairing an Area of Association Responsibility beyond the construction deposit shall be paid by the Owner upon demand from the Association and any sum not paid by an Owner may be treated as an assessment, subject to lien, and collected in like manner as Assessments levied pursuant to this Declaration. Additionally, any delinquent Assessments may be collected from the construction deposit. Notwithstanding anything to the contrary in this Section, Declarant shall not be required to provide a construction deposit in connection with any construction of Improvements.

5.4 Owners in Good Standing. In addition to all other requirements of this Article 5, the Owner of a Lot must be In Good Standing to be eligible to submit plans for Improvements, additions, alterations, repairs, changes, or other work to the Design Review Committee for approval.

5.5 Timeline for Review. If the Design Review Committee fails to approve or disapprove an application for approval within forty-five (45) days after an application meeting all of the requirements of this Declaration and of the Design Guidelines, together with any fee required to be paid and any additional information, plans, and specifications requested by the Design Review Committee, and any other requirements, have been submitted to the Design Review Committee, the application will be deemed to have been disapproved. The approval by the Design Review Committee of any construction, installation, addition, alteration, repair, change, or other work shall not be deemed a waiver of the Design Review Committee's right to withhold approval of any similar construction, installation, addition, alteration, repair, change, or other work subsequently submitted for approval.

5.6 Review of Plans. In reviewing plans and specifications for any construction, installation, addition, alteration, repair, change, or other work which must be approved by the Design Review Committee, the Design Review Committee, among other things, may consider the quality of workmanship and design, harmony of external design with existing structures and location in relation to surrounding structures, topography, and finish-grade elevation. The Design Review Committee may disapprove plans and specifications for any construction, installation, addition, alteration, repair, change, or other work which must be approved by the Design Review Committee pursuant to this Article 5 if the Design Review Committee determines, in its sole and absolute discretion, that:

- (a) The proposed construction, installation, addition, alteration, repair, change, or other work would violate any provision of this Declaration;
- (b) The proposed construction, installation, addition, alteration, repair, change, or other work does not comply with all of the Design Guidelines;
- (c) The proposed construction, installation, addition, alteration, repair, change, or other work is not in harmony with existing Improvements in the Property or with Improvements previously approved by the Design Review Committee but not yet constructed;

(d) The proposed construction, installation, addition, alteration, repair, change, or other work is not aesthetically acceptable;

(e) The proposed construction, installation, addition, alteration, repair, change, or other work would be detrimental to or adversely affect the appearance of the Property; or

(f) The proposed construction, installation, addition, alteration, repair, change, or other work is otherwise not in accord with the general plan of development for the Property.

The approval required by the Design Review Committee pursuant to this Article 5 shall be in addition to, and not in lieu of, any approvals or permits which may be required under any federal, state or local law, statute, ordinance, rule or regulation. The approval by the Design Review Committee of any construction, installation, addition, alteration, repair, change, or other work pursuant to this Article 5 shall not be deemed a warranty or representation by the Design Review Committee as to the quality of such construction, installation, addition, alteration, repair, change, or other work or that such construction, installation, addition, alteration, repair, change, or other work conforms to any applicable building codes or other federal, state or local law, statute, ordinance, rule, or regulation.

5.7 Design Review Committee. So long as Declarant owns any portion of the Property, Declarant shall have the sole right (a) to determine if a Design Review Committee will be established or if the Board will act in such capacity; (b) to determine the number of members on the Design Review Committee; and (c) to appoint and remove the members of the Design Review Committee (if any) at any time, with or without cause. At such time as Declarant no longer owns any portion of the Property, the Board shall have the right to determine the foregoing with regard to the Design Review Committee. All members of the Design Review Committee appointed by the Board shall serve for a term of one year, subject to the right of the Board to remove such Person from the Committee prior to the expiration of such committee member's term. Declarant may at any time voluntarily surrender its right to appoint and remove the members of the Design Review Committee, and in that event Declarant may require, for so long as Declarant owns any portion of the Property, that specified actions of the Design Review Committee, as described in a Recorded instrument executed by Declarant, be approved by Declarant before they become effective. During the Declarant Control Period, members of the Design Review Committee need not be Owners or Residents.

5.8 Design Guidelines. The Design Review Committee may adopt, amend, and repeal architectural guidelines, standards, and procedures to be used in rendering its decisions. Such guidelines, standards, and procedures ("**Design Guidelines**") may include, without limitation, provisions regarding (i) architectural design, with particular regard to the harmony of the design with the surrounding structures and topography, (ii) placement of Dwelling Units and other buildings, (iii) landscape design, content and conformance with the character of the Property and permitted and prohibited plants, (iv) requirements concerning exterior color schemes, exterior finishes, and materials, (v) signage, (vi) perimeter and screen wall design and appearance, and (vii) such other limitations and restrictions as the Design Review Committee, in its reasonable discretion, may adopt. Notwithstanding anything herein to the contrary, the Design Guidelines

may not conflict with this Declaration, and this Declaration will prevail in the case of any conflict with the Design Guidelines.

5.9 Decisions and Appeals. Except as provided in this Section 5.9, the decisions of the Design Review Committee shall be final on all matters submitted to it pursuant to this Declaration. An Owner who submitted a request for approval to the Design Review Committee may, in writing, appeal the Design Review Committee's decision to the Board. The Board shall have the right, but not the obligation, to review an appeal of any decision of the Design Review Committee and the decision of the Board in all cases shall be final and binding.

5.10 Exclusions. The provisions of this Article 5 shall not apply to, and approval of the Design Review Committee shall not be required for, the construction, erection, alteration, repair, change, or replacement of any Improvements made by or on behalf of Declarant nor for construction of any Dwelling Units by any Designated Builder which are constructed in accordance with plans and specifications therefor which have been approved by Declarant in writing.

ARTICLE 6 **ASSOCIATION**

6.1 Formation. The Association shall be a Mississippi nonprofit corporation. The Association shall have all of the common law and statutory powers conferred upon nonprofit corporations under Mississippi law and all powers necessary or desirable: (a) to perform the Association's duties and obligations under the Project Documents or imposed by law; (b) to exercise the rights and powers of the Association set forth in the Project Documents; and (c) to foster and promote the common good and general welfare of the Property, the Owners and Residents, and the surrounding community. The Association may exercise any right or privilege given to the Association expressly by the Project Documents and every other right or privilege reasonably to be implied from the existence of any right or privilege given to the Association by the Project Documents or reasonably necessary to effectuate any such right or privilege.

The Association may create profit or nonprofit subsidiaries which may be tax-exempt organizations and delegate to such subsidiaries portions of the powers and authority of the Association under the Project Documents. The Association may engage in activities to benefit persons other than Owners and Residents and may operate, manage and maintain property not owned by the Association (including, without limitation, property dedicated to public use) if the Association determines in its discretion that such action confers some benefit upon the Property.

6.2 Board of Directors and Officers; Management. The affairs of the Association shall be conducted by the Board elected in accordance with this Declaration and the Articles and Bylaws, and such officers as the Board may elect or appoint in accordance with the Articles and the Bylaws as the same may be amended from time to time. The initial directors and officers of the Association shall be designated in the Articles, and such person shall serve until their death, resignation, removal from office, or until their successors are duly elected as provided in the

Bylaws. Until the termination of the Declarant Control Period, the Directors of the Association shall be appointed, and may be removed, by Declarant. After the Declarant Control Period, the Directors shall be elected by the Members in accordance with the Bylaws. The Board may also appoint various committees and may appoint a manager who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Association. The Board shall determine the compensation to be paid to the manager or any other employee of the Association. Unless the Project Documents specifically require the vote or consent of the Members and/or Declarant, the Board may do or cause to be done any act on behalf of the Association.

6.3 Role of Association. The role of the Association includes, but is not limited to, the following functions:

- (a) The operation and maintenance of all Areas of Association Responsibility;
- (b) Appointment of individuals to serve on the Design Review Committee pursuant to the provisions of Section 5.7; and
- (c) In the exercise of the Board's sole discretion, the enforcement of the Covenants contained in this Declaration.

6.4 Authorized Community Activities, Services and Programs. The Association may organize, fund, and administer community-building activities, services and programs as the Association deems necessary, desirable, or appropriate. Examples of such activities, services and programs include, but are not limited to, the following:

- (a) Primary and adult education programs;
- (b) Recreation and social programs;
- (c) Activities designed to promote compliance with the Project Documents through education and communication;
- (d) Public relations activities on behalf of the Property;
- (e) Cultural, arts, environmental, and wellness programs; Community service activities for the benefit of Owners or Residents of the Property and the surrounding community;
- (f) Community internet and intranet sites;
- (g) Charter clubs and other volunteer organizations and activities; and
- (h) Other services, activities, and programs which enhance the sense of community in the Property.

Nothing in this Section shall be construed as a representation by Declarant or the Association as to what, if any, activities, services, and programs will be provided by the Association. In

addition, the Association may modify or cancel existing activities, services, and programs in its discretion. Nonuse of any activities, services, or programs offered by the Association shall not exempt any Owner from the obligation to pay Assessments.

6.5 Relationship with Other Entities. The Association may enter into cooperative agreements and expend funds for facilities, services, and activities which benefit the Property and the surrounding area. The Association may provide, or provide for, such services and facilities for all of the Owners and Residents and their Lots, and the Association is authorized to enter into and terminate contracts or agreements with other entities, including Declarant or its affiliate, to provide such services and facilities. The Association may charge use or service fees for any such services and facilities provided, but may also include all or a portion of the cost thereof in the Association's budget as an Association Expense and assess it as part of the Regular Assessment if the services and facilities are provided to all Lots or may also include all or a portion of the cost thereof in a Benefitted Property Assessment if the services and facilities are provided to less than all of the Lots. In any contracts or agreements with third parties for the provision of services within the Property, the Association may assign to the service provider the right to bill Owners directly and to pursue all legal or equitable remedies otherwise available to the Association for the collection of such bills.

6.6 Association Rules. By a vote of the Board, the Association may, from time to time and subject to the provisions of this Declaration, adopt, amend, and repeal rules and regulations, which shall apply to, restrict, and govern, the use of any Common Areas and the Lots by any Member or Resident, provided, however, that the Rules shall not be inconsistent with this Declaration, the Articles, or Bylaws of the Association. Upon adoption, the Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration.

6.7 Personal Liability. No member of the Board or of any committee of the Association, no officer of the Association, no Declarant, no Designated Builder, and no manager or other employee of the Association (the "**Indemnified Parties**") shall be personally liable to any Member, or to any other Person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, the Board, the manager, any representative or employee of the Association or any committee, committee member, or officer of the Association. The Association shall indemnify and hold harmless the Indemnified Parties against all contractual liability to others arising out of contracts made on behalf of the Association unless such contract has been made in bad faith. The Association shall indemnify each Indemnified Party against expenses and liabilities, including reasonable attorneys' fees, incurred or imposed upon him or her in connection with any proceeding in which he or she may be a party, or in which he or she may become involved, by reason of such person being a director, officer, employee, committee member, or other Person acting on behalf of the Association, except in such cases where such Indemnified Party is adjudged guilty by a court of law of gross negligence or malfeasance in the performance of his or her duties. Indemnification shall be in addition to and not exclusive of all other rights to which such Indemnified Party may be entitled.

6.8 Implied Rights. The Association may exercise any right or privilege given to the Association expressly by the Project Documents and every other right or privilege reasonably to

be implied from the existence of any right or privilege given to the Association by the Project Documents or reasonably necessary to effectuate any such right or privilege.

ARTICLE 7
MEMBERSHIPS AND VOTING

7.1 Membership. Each Owner of a Lot shall automatically be a Member of the Association. Each such Membership shall be appurtenant to and may not be separated from ownership of the Lot to which the Membership is attributable, and joint ownership or ownership of undivided interests in any real property which establishes a Membership shall not cause there to be more Memberships than the number established for purposes of this Section 7.1. Each Member shall have one (1) Membership for each Lot owned by such Owner within the Property as shown on any Plat.

7.2 Right to Vote. No change in the ownership of a Membership shall be effective for voting purposes unless and until the Board is given actual written notice of such change and is provided with satisfactory proof thereof. The vote for each such Membership must be cast as a unit and fractional votes shall not be allowed. If a Membership is owned by more than one Person or entity and such Owners are unable to agree amongst themselves as to how their vote or votes shall be cast, they shall lose the right to vote on the matter in question. If any Member casts a vote representing a certain Membership, it will thereafter be conclusively presumed for all purposes that such Member was acting with the authority and consent of all other owners of the same Membership unless objection thereto is made at the time the vote is cast. In the event more than one vote is cast for a particular Membership, none of said votes shall be counted and all said votes shall be deemed void. The Association shall have two (2) classes of voting Members, as follows:

7.2.1 Class A. Class A Members shall be all Owners except Declarant and any Designated Builder. A Class A Member shall have one (1) vote for each Lot owned by such Member; and

7.2.2 Class B. Class B Members shall be Declarant and any Designated Builders. The Class B Members shall have three (3) votes for each Lot owned; provided, however, that for so long as Declarant owns any portion of the Property, Declarant shall be entitled to exercise the voting rights of any and all Designated Builders. Each Designated Builder shall execute and deliver to Declarant promptly following receipt of written request therefor, such proxies or other instruments as may be necessary or appropriate to evidence and give effect to the foregoing. The Class B Memberships shall automatically cease on the date upon which Declarant and any Designated Builders no longer own any portion of the Property. Notwithstanding the foregoing, Declarant or any Designated Builders may at any time relinquish its Class B membership by giving written notice thereof to the Association.

7.3 Membership Rights. Each Member shall have the rights, duties, and obligations set forth in this Declaration and such other rights, duties, and obligations as are set forth in the Articles and the Bylaws, as the same may be amended from time to time.

7.4 Transfer of Membership. The rights and obligations of the Owner of a Membership in the Association (other than Declarant) shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of ownership to an Owner's Lot and then only to the transferee of ownership of the Lot. A transferor of a Lot must notify the Board of the transfer in writing and remains liable for all obligations hereunder until the transferor so notifies the Board. A transfer of ownership to a Lot may be effectuated by deed, intestate succession, testamentary disposition, foreclosure of a Recorded mortgage or Recorded deed of trust, or such other legal process as is now in effect or as may hereafter be established under or pursuant to the laws of the State of Mississippi. Any attempt to make a prohibited transfer shall be void. Any transfer of the ownership of the Lot shall operate to transfer the Membership(s) appurtenant to said Lot to the new Owner thereof.

ARTICLE 8

COVENANT FOR ASSESSMENTS AND CREATION OF LIEN

8.1 Creation of Lien and Personal Obligation of Assessments. Each Owner, by becoming the Owner of an Assessable Lot, is deemed to covenant and agree to pay to the Association all Assessments, Collection Costs, and all other fees and costs which may become payable by the Owner to the Association under the Project Documents. All Assessments shall be established and collected as provided in this Declaration. Each Assessment, together with all interest thereon, shall also be the personal obligation of the Person who was the Owner of the Lot at the time when the Assessment became due. No Owner shall be relieved of the obligation to pay any of the Assessments by abandoning or not using his, her or its Lot or the Common Areas, or by leasing or otherwise transferring occupancy rights with respect to his, her or its Lot. However, upon transfer by an Owner of fee title to such Owner's Lot and Recording of a deed effecting transfer, such transferring Owner shall not be liable for any Assessments thereafter levied against such Lot. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of the alleged failure of the Association, the Board, or the Design Review Committee to take some action or perform some function required to be taken or performed under the Project Documents. The Lots owned by Declarant are not Assessable Lots and therefore Declarant is exempt from payment of Regular Assessments, Special Assessments, and Benefitted Property Assessments on Lots owned by Declarant. If a Lot ceases to be owned by Declarant and therefore becomes subject to Assessment, the Assessment shall be prorated on the basis of the number of days that the Lot is not owned by Declarant. Notwithstanding the foregoing, each Designated Builder shall be obligated to pay ten percent (10%) of the Regular Assessments (but all of the Benefitted Property Assessments) attributable to any Assessable Lot owned by such Designated Builder until the date that is twelve (12) months after the Assessable Lot was first conveyed by Declarant to the first Designated Builder to acquire that Lot. Thereafter, such Designated Builder shall be obligated to pay twenty-five percent (25%) of the Regular Assessments (but all of the Benefitted Property Assessments) attributable to any Assessable Lot owned by such Builder until the first to occur of (a) the date on which a certificate of occupancy or similar permit is issued by the relevant municipal, county or state authority for the Residence on that Lot; or (b) two (2) years after the Assessable Lot was first conveyed by Declarant to the first Designated Builder to acquire that Lot. If any Lot ceases to qualify for the reduced twenty-five percent (25%) rate of assessment during the applicable assessment period, the Regular Assessment shall be prorated between the

applicable rates on the basis of the number of days in the applicable assessment period that the Lot qualified for each rate.

8.2 Regular Assessments. The Board shall adopt a budget of the estimated Association Expenses for each fiscal year, including any contribution to be made to a reserve fund, which budget shall serve as the basis for determining the Regular Assessments for the applicable fiscal year. The Regular Assessment shall be levied at a uniform amount for each Assessable Lot. Within a reasonable period following the meeting of the Board at which it adopts the budget for the year in question, the Board shall deliver or mail to each Owner a copy of the budget and a statement of the amount of Regular Assessments to be levied against such Owner's Assessable Lot(s) for that year. In the event the Board fails to adopt a budget for any fiscal year prior to commencement of such fiscal year, then until and unless such budget is adopted, the budget (and the amount of the assessments provided for therein) for the year immediately preceding shall remain in effect. Except as provided in Section 8.7, neither the budget nor any Regular Assessment levied pursuant thereto shall be required to be approved by the Owners.

Subject to the limitations of Section 8.7, if the Board determines that the funds budgeted for the fiscal year are, or will, become inadequate to meet all Association Expenses for any reason, including, without limitation, nonpayment of the Regular Assessment, the Board may amend the budget and increase the Regular Assessment for that fiscal year and the revised Regular Assessment shall commence on the date designated by the Board.

8.3 Special Assessments. The Association may levy against each Assessable Lot a Special Assessment for any proper Association purpose, provided, however, that such Special Assessment must be approved by at least two-thirds (2/3rds) of the votes of a quorum of the Members who are voting in Person or by absentee ballot (or by proxy during the Declarant Control Period) at a meeting of the Association duly called for such purpose where quorum is present.

8.4 Enforcement Assessment. The Association may impose against an Owner as an Enforcement Assessment any of the following: (a) Collection Costs incurred by the Association in attempting to collect Assessments or other amounts payable to the Association by the Owner; (b) costs (including attorneys' fees) incurred in bringing the Lot into compliance with terms of the Project Documents; and (c) costs (including attorneys' fees) incurred as a consequence of the conduct of the Owner or Resident of the Lot, including their families, invitees and guests. The Enforcement Assessment shall be automatically imposed against an Owner at such time as the Collection Cost or other amounts are incurred by the Association.

8.5 Benefitted Property Assessments. The Board may levy Benefitted Property Assessments against any Assessable Lot or Lots for expenses incurred or to be incurred by the Association, as follows:

- (a) To cover the costs of maintenance of easements and property, including Common Area and Limited Common Area, that benefit certain Lots but not all of the Property;
- (b) To cover the costs of Special Services; and

(c) To cover the costs, including overhead and administrative costs, of providing benefits, items or services to the Lots, group of Lots, or Residents thereof, upon request of the Owner pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners (which might include, without limitation, landscape maintenance, caretaker service, or similar activities), which Assessments may be levied in advance of the provision of the requested benefit, item, or service as a deposit against charges to be incurred by the Owner or Resident.

If the Board determines that any Benefitted Property Assessment is, or will, become inadequate to pay all Association Expenses to be paid by the Benefitted Property Assessment for any reason, including, without limitation, nonpayment of Benefitted Property Assessments by Owners, the Board may increase the Benefitted Property Assessment and the revised Benefitted Property Assessment shall commence on the date designated by the Board.

8.6 Due Dates. Assessments for each fiscal year shall be due and payable as determined by the Board. Assessments shall be deemed "paid" when actually received by the Association or by its designated manager or agent (but if any Assessments are paid by check and the bank or other institution upon which such check is drawn thereafter dishonors and refuses to pay such check, those Assessments shall not be deemed "paid" and shall remain due and payable with interest accruing from the date such Assessments were originally due).

8.7 Maximum Annual Assessment. The Regular Assessments provided for under Section 8.2 shall not at any time exceed the "**Maximum Annual Assessment**," as determined in accordance with this Section 8.7. Unless a greater Maximum Annual Assessment is approved by majority of all Members of the Association, the Maximum Annual Assessment for any fiscal year shall be equal to the Regular Assessment levied in the immediately preceding fiscal year increased by twenty percent (20%).

8.8 Effect of Nonpayment of Assessments; Remedies of Association.

8.8.1 The Association shall have a lien on each Lot for: (a) all Assessments levied against the Lot or the Owners, and (b) any other amounts payable to the Association pursuant to the Project Documents. Such lien shall be prior and superior to all other liens affecting the Lot in question, except (a) taxes, bonds, assessments and other levies which, by Mississippi law, are superior thereto, and (b) the lien or charge of any First Mortgage made in good faith and for value. Such liens may be foreclosed in the manner provided by Mississippi law for the foreclosure of mortgages or deeds of trust. The sale or transfer of any Lot pursuant to a mortgage or deed of trust foreclosure or any proceeding or deed in lieu thereof shall extinguish the lien of the Assessments as to payments which became due prior to such sale or transfer, but shall not relieve such Lot from liability for any Assessments becoming due after such sale or transfer, or from the lien thereof. The Association shall have the power to bid for any Lot at any sale to foreclose the Association's lien on the Lot, and to acquire and hold, lease, mortgage and convey the same. During the period the Lot is owned by the Association, no right to vote shall be exercised with respect to that Lot and no Assessment shall be assessed or levied on or with respect to that Lot, provided, however that the Association's acquisition and ownership of a Lot shall not be deemed to convert the same into Common Areas. Recording of this Declaration constitutes record notice and perfection of the

liens established hereby, and further Recordation of any claim of a lien for Assessments or other amounts hereunder shall not be required, whether to establish or perfect such lien or to fix the priority thereof, or otherwise (although the Board shall have the option to Record written notices of claims of lien in such circumstances as the Board may deem appropriate).

8.8.2 The Board may invoke any or all of the sanctions provided for herein or in this Declaration, or any other reasonable sanction, to compel payment of any Assessment (or installment thereof), or any other amount payable to the Association under the Project Documents, which is not paid when due (a "**Delinquent Amount**"). Such sanctions include, but are not limited to, the following:

(a) **Interest and Late Fees.** The Board may impose late fees for payment of any Delinquent Amount that is not made within fifteen (15) days of the due date, and interest in such amounts as it determines are appropriate from time to time, subject to any limitations stated herein or imposed by law which such amounts shall be secured by the aforementioned liens;

(b) **Suspension of Rights.** The Board may suspend for the entire period during which a Delinquent Amount remains unpaid the obligated Owner's voting rights, rights to use and enjoy the Common Areas, and other Membership rights as provided herein, in accordance with the procedures that conform to Mississippi law;

(c) **Collection of Delinquent Amount.** The Board may institute an action at law for a money judgment or any other proceeding to recover the Delinquent Amount to the fullest extent permitted by law;

(d) **Recording of Notice.** Subject to applicable law, the Board may Record a notice of lien covering the Delinquent Amount plus interest and accrued collection costs as provided in this Declaration. The Board may establish a fixed fee to reimburse the Association or its representative for the cost of Recording the notice, processing the delinquency, and Recording a notice of satisfaction of the lien; and

(e) **Foreclosure of Lien.** The Board may foreclose the Recorded lien against the Lot in accordance with the prevailing Mississippi law relating to the foreclosure of mortgages or foreclosure of deeds of trust.

8.8.3 It shall be the duty of every Owner to pay all Assessments and any other amount payable with respect to the Owner's Lot in the manner provided herein. Such Assessments and other amounts, together with interest and costs of collection as provided for herein and in this Declaration, shall, until paid, be a charge and continuing servitude and lien upon the Lot against which such Assessments and other amounts are made, provided, however, that such lien shall be subordinate to only those matters identified in this Declaration. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies provided for in this Declaration or the Bylaws, or otherwise available at law or in equity for the collection of all unpaid Assessments or other amounts payable to the Association, interest thereon, costs of collection thereof and reasonable collection agency fees and attorneys' fees.

8.8.4 The Association shall be entitled to maintain suit to recover a money judgment for unpaid Assessments and other amounts payable to the Association without a foreclosure of the lien for such Assessments, and the same shall not constitute a waiver of the lien for such Assessments or such other amounts payable to the Association.

8.9 Reserves. The Board shall establish reserves for the future periodic maintenance, repair, or replacement of the major components of the Areas of the Association Responsibility. The reserves may be funded from Regular Assessments, the Reserve Contribution Fee paid pursuant to Section 8.12 or any other revenue of the Association. All amounts designated as reserves shall be deposited by the Board of Directors in a separate bank account (the "**Reserve Account**") to be held for the purposes for which they are collected and are to be segregated from and not commingled with any other funds of the Association. To assist the Board in determining the appropriate amount of reserves, the Board shall obtain a reserve study, or an update of a prior study, at least once every five years, which study shall at a minimum include (a) identification of the major components of the Property which the Association is obligated to repair, replace, restore, or maintain which, as of the date of the study, have a remaining useful life of less than thirty (30) years; (b) identification of the probable remaining useful life of the identified major components as of the date of the study; (c) an estimate of the cost of repair, replacement, restoration, or maintenance of the identified major components during and at the end of their useful life; (d) an estimate of the total annual contribution necessary to defray the cost to repair, replace, restore, or maintain the identified major components during and at the end of their useful life, after subtracting total reserve funds as of the date of the study.

8.10 Administrative Fee. Each Purchaser of a Lot shall pay to the Association, or the Association's managing agent, an administrative fee in such amount as is established from time to time by a written resolution of the Board. The administrative fee shall become due at the close of escrow or immediately upon the transfer of the Lot, whichever occurs first, and shall be required upon each transfer of title to each Lot. The administrative fee shall be used exclusively to cover administrative costs related to the transfer.

8.11 Working Capital Fee. To ensure that the Association shall have adequate funds to meet its expenses or to purchase necessary equipment or services, each Purchaser shall pay to the Association, or the Association's managing agent, a sum equal to Five Hundred and No/100 Dollars (\$500.00) for such Lot or in such amount as is established from time to time by a written resolution of the Board (the "**Working Capital Fee**"). Such payment shall become due at the close of escrow or immediately upon the transfer of title to the Lot, whichever occurs first, and shall be required upon each transfer of title to each Lot. Funds paid to the Association pursuant to this Section shall be kept in a separate account and may be used by the Association for payment of operating expenses related to the operation, maintenance, repair, and replacement of the Areas of Association Responsibility, or any other purpose permitted under the Project Documents. Payments made pursuant to this Section shall be nonrefundable and shall not be offset or credited against or considered as advance payment of the Regular Assessment or any other Assessments levied by the Association pursuant to this Declaration.

8.12 Reserve Contribution Fee. To assist the Association in establishing adequate reserve funds to meet its capital expenses, each Purchaser shall pay to the Association a sum equal to one-sixth (1/6th) of the then current Regular Assessment for such Lot or in such amount as is established from time to time by a written resolution of the Board (the "**Reserve Contribution Fee**"). Such payment shall become due at the close of escrow or immediately upon the transfer of title to the Lot, whichever occurs first, and shall be required upon each transfer of title to each Lot. Payments made pursuant to this Section shall be nonrefundable and shall not be considered as an advance payment of any other Assessments levied by the Association pursuant to this Declaration. The Board shall have the right, by an affirmative vote of the majority of the members of the Board, and based upon the Board's analysis of replacement and repair reserves to permanently or temporarily cease to assess the Reserve Contribution Fee, and having ceased to assess the Reserve Contribution Fee, the Board shall have the right to reinstate the assessment of such fee at any time thereafter, it being the intent that the Board shall have the right to begin or cease assessment of the Reserve Contribution Fee as the Board deems appropriate from time to time.

ARTICLE 9

USE OF FUNDS; BORROWING POWER

9.1 Purposes for Which Association's Funds May Be Used. The Association shall apply all funds and property collected and received by it (including, without limitation, the Regular Assessments, Special Assessments, fees, loan proceeds, surplus funds and all funds and property received by it from any other source) for the common good and benefit of the Property and the Members and Residents by devoting said funds and property, among other things, to the acquisition, construction, alteration, maintenance, provision, and operation, by any manner or method whatsoever, of any and all land, properties, improvements, facilities, services, projects, programs, studies and systems, within or without the Property, which may be necessary, desirable or beneficial to the general common interests of the Property, the Members and the Residents. The following are some, but not all, of the areas in which the Association may seek to aid, promote and provide for such common benefit: maintenance of landscaping on Common Areas and public right-of-way and drainage areas within or serving the Property, maintaining the Areas of Association Responsibility as provided in this Declaration, obtaining property and liability insurance, supplying utilities and other public services, providing for communication and transportation within and dissemination of information concerning the Property, obtaining legal and accounting services for the Association, indemnification of officers and directors of the Association, and generally protecting the health and safety of the Members and the Residents. The Association may also expend its funds for any purposes which any municipality may expend its funds under the laws of the State of Mississippi. Any managing agent shall comply with the provisions of Mississippi Code Sections 79-11-751 to 79-11-761, as amended from time to time. In the event any managing agent is handling any funds of the Association, the Board will review each month the latest account statements prepared by the financial institutions where the Association has its operating and reserve accounts.

9.2 Borrowing Power. The Association may borrow money in such amounts, at such rates, upon such terms and security, and for such period of time as is necessary or appropriate, provided, however, that no portion of the Common Areas shall be mortgaged or otherwise encumbered, nor shall the Association pledge future Assessments as collateral for a loan, without

the approval of at least two-thirds (2/3) of the Members who are voting on the matter at a duly called meeting and Declarant (so long as Declarant owns any portion of the Property). Notwithstanding anything contained in the foregoing to the contrary, if ingress and egress to any Owner's Lot is over or through any Common Areas which will be mortgaged or otherwise encumbered as provided in the foregoing, any such mortgage or encumbrance shall be subject to such Lot Owner's right and easement for ingress and egress.

9.3 Association's Rights in Spending Funds From Year to Year. The Association shall not be obligated to spend in any year all the sums received by it in such year (whether by way of Assessments, fees, or otherwise), and may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of the Regular Assessments in the succeeding year if a surplus exists from a prior year and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of the Association and the accomplishment of its purposes.

ARTICLE 10 DISPUTE RESOLUTION

10.1 Defined Terms. As used in this Article 10, the following terms shall have the meaning set forth below:

(a) **"Alleged Defect"** means any alleged defect or deficiency in the planning, design, engineering, grading, construction or development of Common Area or any Lot.

(b) **"Bound Parties"** means: (i) Declarant; (ii) any Designated Builder; (iii) all Owners; (iv) the Association, including, without limitation, its officers and directors; (v) any contractors or subcontractor, architect, engineer, consultant or other Person who performs or furnishes the design, specifications, surveying, planning, supervision, testing, construction or observation of construction of the Common Area or Lots and who agrees in writing to be bound by the provisions of this Article 10; and (iv) any employee or other representative of Declarant who serves as a director or officer of the Association.

(c) **"Claim"** means: (i) any claim or cause of action arising out of or related in any way to an Alleged Defect, including, without limitation, any claim or cause of action for breach of express or implied warranties or for negligence in the planning, design, engineering, grading, construction or development of the Property; or (ii) any claim or cause of action arising out of or in any way related to the development of the Property or the management or operation of the Association, including, without limitation, any claim for negligence, fraud, intentional misconduct or breach of fiduciary duty.

10.2 Agreement to Resolve Certain Disputes Without Litigation. The Bound Parties agree that all Claims shall be resolved exclusively in accordance with the dispute resolution procedures set forth in this Article 10.

10.3 Notice of Claim. Any Bound Party who contends or alleges to have a Claim (a "Claimant") against another Bound Party (a "Respondent") shall notify each Respondent in

writing of the Claim (the "**Claim Notice**"), stating plainly and concisely: (a) the nature of Claim, including, date, time, location, Persons involved, and Respondent's role in the Claim; (b) the factual and legal basis of the Claim; and (c) what Claimant wants Respondent to do or not do to resolve the Claim. If the Claim involves an Alleged Defect, the Claim Notice shall state plainly and concisely: (a) the nature and location of the Alleged Defect; (b) the date on which the Association or Owner giving the Notice of Alleged Defect first became aware of the Alleged Defect; and (c) whether the Alleged Defect has caused any damage to any persons or property. If the Alleged Defect is alleged to be the result of an act or omission of a person licensed by the State of Mississippi as an architect, engineer, geologist, home inspector, landscape architect or surveyor (a "**Licensed Professional**"), then the Claim Notice from the Association must be accompanied by an affidavit from a Licensed Professional in the same discipline as the Licensed Professional alleged to be responsible for the Alleged Defect containing sufficient information to describe the Alleged Defect and the cause of the Alleged Defect. The Claimant and the Respondent shall negotiate in good faith in an attempt to resolve the Claim. If the Claim is not resolved to the satisfaction of the Claimant within one hundred twenty (120) days after the Claim Notice is given to the Respondent, then the Claimant may proceed with submitting the Claim to mediation pursuant to Section 10.5.

10.4 Right to Enter, Inspect, Repair and/or Replace. Within a reasonable time after the receipt by Declarant or a Designated Builder of a Claim Notice, Declarant or Designated Builder shall have the right, upon reasonable notice to the Association or an Owner and during normal business hours, to enter onto or into, as applicable, the Common Areas and any Lot, including any Dwelling Unit constructed thereon, for the purposes of inspecting and/or conducting testing with respect to any Alleged Defect, and, if deemed necessary by Declarant or Designated Builder, to correct, repair and/or replace any Alleged Defect. In conducting such inspection, testing, repairs and/or replacement, Declarant or Designated Builder shall be entitled to take any actions as it shall deem reasonable and necessary under the circumstances.

Nothing set forth in this Section 10.4 shall be construed to impose any obligation on Declarant or a Designated Builder to inspect, test, repair, or replace any item or Alleged Defect for which Declarant or Designated Builder is not otherwise obligated under applicable law or any limited warrant provided by Declarant or a Designated Builder in connection with the sale of the Lots and/or Improvements constructed thereon. The right of Declarant or a Designated Builder to enter, inspect, test, repair and/or replace reserved hereby shall be irrevocable and may not be waived or otherwise terminated except by a written document, in recordable form, executed and Recorded by Declarant or Designated Builder.

10.5 Mediation. If the parties do not resolve the Claim through negotiation within ninety (90) days after the Claim Notice is given to the Respondent, Claimant shall have thirty (30) additional days within which to submit the Claim to mediation by the American Arbitration Association ("**AAA**") or such other independent mediation service selected by mutual agreement of the Claimant and the Respondent. If Claimant does not submit the Claim to mediation within the time period specified in this Section, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim. If the Parties do not settle the Claim within sixty (60) days after submission of the matter to the mediation process, or within such time as determined reasonable or appropriate by

the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("**Termination of Mediation Notice**"). The Termination of Mediation Notice shall set forth when and where the Parties met, that the Parties are at an impasse, and the date that mediation was terminated.

10.6 Binding Arbitration. In the event a Claim is not resolved by mediation, the Claimant shall have thirty (30) days after the date of the Termination of Mediation Notice to submit the Claim to binding arbitration in accordance with this Section. If the Claimant fails to timely submit the Claim to arbitration, then the Claim shall be deemed waived and abandoned and the Respondent shall be relieved of any and all liability to Claimant arising out of the Claim.

The Bound Parties agree that all Claims that are not resolved by negotiation or mediation shall be resolved exclusively by arbitration conducted in accordance with this Section 10.6. The Bound Parties waive their right to have a Claim resolved by a court, including, without limitation, the right to file a legal action as the representative or member of a class or in any other representative capacity. The Claimant and Respondent shall cooperate in good faith to assure that all Bound Parties who may be liable to the Claimant or Respondent with respect to the Claim are made parties to the arbitration. If the Claimant submits the Claim to binding arbitration in accordance with this Section, the arbitration shall be conducted in accordance with the following:

(a) **Initiation of Arbitration.** The arbitration shall be initiated by either party delivering to the other a Notice of Intention to Arbitrate as provided for in the AAA Commercial Arbitration Rules or such other AAA rules as may be applicable to the arbitration (the "**AAA Rules**").

(b) **Governing Procedures.** The arbitration shall be conducted in accordance with the AAA Rules and Miss. Code Ann. § 11-15-101, *et seq.* In the event of a conflict between the AAA Rules and this Section 10.6, the provisions of this Section 10.6 shall govern.

(c) **Joinder/Consolidation.** Any arbitration proceeding may not be joined or consolidated with any Claim by the Association or any other Owner unless specifically agreed to in writing by all parties to the dispute. The arbitrator is not authorized to permit any consolidation or joinder with any other Claims of the Association or any other Owner without the written agreement of all parties to the dispute.

(d) **Appointment of Arbitrator.** The parties shall appoint a single Arbitrator by mutual agreement. If the parties have not agreed within ten (10) days of the date of the Notice of Intention to Arbitrate on the selection of an arbitrator willing to serve, the AAA shall appoint a qualified Arbitrator to serve. Any arbitrator chosen in accordance with this Subsection (d) is referred to as the "**Arbitrator**".

(e) **Qualifications of Arbitrator.** The Arbitrator shall be neutral and impartial. The Arbitrator shall be fully active in such Arbitrator's occupation or profession, knowledgeable as to the subject matter involved in the dispute, and experienced in arbitration proceedings. The foregoing shall not preclude otherwise qualified retired lawyers or judges from acting as the Arbitrator.

(f) **Disclosure.** Any candidate for the role of Arbitrator shall promptly disclose to the parties all actual or perceived conflicts of interest involving the dispute or the parties. No Arbitrator may serve if such person has a conflict of interest involving the subject matter of the dispute or the parties. If an Arbitrator resigns or becomes unwilling to continue to serve as an Arbitrator, a replacement shall be selected in accordance with the procedure set forth in Subsection (d) above.

(g) **Compensation.** The Arbitrator shall be fully compensated for all time spent in connection with the arbitration proceedings in accordance with the Arbitrator's usual hourly rate unless otherwise agreed to by the parties. Pending the final award, the Arbitrator's compensation and expenses shall be advanced equally by the parties.

(h) **Preliminary Hearing.** Within thirty (30) days after the Arbitrator has been appointed, a preliminary hearing among the Arbitrator and counsel for the parties shall be held for the purpose of developing a plan for the management of the arbitration, which shall then be memorialized in an appropriate order. The matters which may be addressed include, in addition to those set forth in the AAA Rules, the following: (i) definition of issues; (ii) scope, timing and types of discovery, if any; (iii) schedule and place(s) of hearings; (iv) setting of other timetables; (v) submission of motions and briefs; (vi) whether and to what extent expert testimony will be required, whether the Arbitrator should engage one or more neutral experts, and whether, if this is done, engagement of experts by the parties can be obviated or minimized; (vii) whether and to what extent the direct testimony of witnesses will be received by affidavit or written witness statement; and (viii) any other matters which may promote the efficient, expeditious, and cost effective conduct of the proceeding.

(i) **Management of the Arbitration.** The Arbitrator shall actively manage the proceedings as the Arbitrator deems best so as to make the proceedings expeditious, economical and less burdensome than litigation.

(j) **Confidentiality.** All papers, documents, briefs, written communication, testimony and transcripts as well as any and all arbitration decisions shall be confidential and not disclosed to anyone other than the Arbitrator, the parties or the parties' attorneys and expert witnesses (where applicable to their testimony), and as required by law, except that upon prior written consent of all parties, such information may be divulged to additional third parties. All third parties shall agree in writing to keep such information confidential.

(k) **Hearings.** Hearings may be held at any place within Jackson County, Mississippi designated by the Arbitrator and, in the case of particular witnesses not subject to subpoena at the usual hearing site, at a place where such witnesses can be compelled to attend.

(l) **Final Award.** The Arbitrator shall promptly (but, in any event, no later than thirty (30) days following the conclusion of the proceedings or such longer period as the parties mutually agree) determine the claims of the parties and render a final award in writing. Each party shall be responsible for their own attorneys' fees and expenses (including the cost and fees of any expert witnesses) in the arbitration, and the arbitrator shall have no authority to award recovery of attorneys' fees or expert expenses. The Arbitrator shall not award any punitive damages. The

Arbitrator shall not award indirect, consequential or special damages, regardless of whether the possibility of such damage or loss was disclosed to, or reasonably foreseen by the party against whom the claim is made. The Arbitrator shall assess the costs of the proceedings (including, without limitation, the fees of the Arbitrator) against the non-prevailing party.

10.7 Use of Funds. Any judgment, award or settlement received by a Claimant in connection with a Claim involving an Alleged Defect shall first be used to correct and/or repair such Alleged Defect or to reimburse the Claimant for any costs actually incurred by such Claimant in correcting and/or repairing the Alleged Defect. If the Claimant receiving the judgment, award or settlement is the Association, any excess funds remaining after repair of such Alleged Defect and payment of all fees and costs incurred in bringing such action shall be paid into the Association's Reserve Account.

10.8 Approval of Arbitration or Litigation. The Association shall not deliver a Claim Notice or commence any legal action or arbitration proceeding or incur legal expenses (including without limitation, attorneys' fees) in connection with any Claim without the written approval of Members entitled to cast more than eighty percent (80%) of the total votes in the Association, excluding the votes of any Owner who would be a defendant in such proceedings. The Association must pay for any such legal action or mediation or arbitration proceeding with monies that are specifically collected for such purposes and may not borrow money or use reserve funds or other monies collected for specific Association obligations other than legal fees. If the Association commences any legal action or arbitration proceeding involving a Claim, all Owners must notify prospective purchasers of their Lot of such legal action or arbitration proceeding.

10.9 Statute of Limitations. All statutes of limitations applicable to Claims shall apply to the commencement of arbitration proceedings under Section 10.6. If the arbitration proceedings are not initiated within the time period provided by Mississippi law for the filing of a legal action with respect to the Claim, the Claim shall forever be barred.

10.10 Amendment of Article 10. Without the prior written consent of Declarant, this Article 10 may not be amended for a period of twenty (20) years following the Recording of the Declaration.

10.11 Conflicts. In the event of any conflict between this Article 10 and any other provision of the Project Documents, this Article 10 shall control. In the event of any conflict between the provisions of this Article 10 and the terms of any express warranty provided to an Owner by Declarant, Designated Builder, or any third party home warranty company in connection with the purchase of a Lot from Declarant or Designated Builder, the provisions of the express warranty shall control; provided, however, that if the Claim is being asserted by the Association, the approval of the members of the Association required by Section 10.8 must be obtained prior to the Association demanding arbitration of the Claim or filing any legal action with respect to the Claim.

BY ACCEPTANCE OF A DEED OR BY ACQUIRING A LOT, EACH PERSON, FOR ITSELF, ITS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, TRANSFEREES AND ASSIGNS, AGREES TO HAVE ANY CLAIM RESOLVED

ACCORDING TO THE FEDERAL ARBITRATION ACT, THE MISSISSIPPI CODE PERTAINING TO THE ARBITRATION OF DISPUTES TO THE EXTENT NOT INCONSISTENT WITH THE FEDERAL ARBITRATION ACT AND THE PROVISIONS OF THIS ARTICLE 10 AND WAIVES THE RIGHT TO PURSUE ANY BOUND PARTY IN ANY MANNER OTHER THAN AS PROVIDED IN ARTICLE 10. THE BOUND PARTIES ACKNOWLEDGE THAT BY AGREEING TO RESOLVE ALL CLAIMS AS PROVIDED IN THIS ARTICLE 10, THEY ARE GIVING UP THEIR RESPECTIVE RIGHTS TO HAVE SUCH CLAIM TRIED BEFORE A JURY. THE BOUND PARTIES FURTHER WAIVE THEIR RESPECTIVE RIGHTS TO AN AWARD OF PUNITIVE AND CONSEQUENTIAL DAMAGES RELATING TO A CLAIM. BY ACCEPTANCE OF A DEED OR BY ACQUIRING A LOT, EACH OWNER VOLUNTARILY ACKNOWLEDGES THAT IT IS GIVING UP ANY RIGHTS IT MAY POSSESS TO PUNITIVE AND CONSEQUENTIAL DAMAGES OR THE RIGHT TO A TRIAL BEFORE A JURY RELATING TO A CLAIM.

IF AN OWNER OR THE ASSOCIATION FILES A CIVIL ACTION ASSERTING ANY CLAIM AGAINST ANY BOUND PARTY INSTEAD OF COMPLYING WITH THE DISPUTE RESOLUTION PROVISIONS OF THIS ARTICLE 10 (OR THE OTHER DISPUTE RESOLUTION PROVISIONS, AS APPLICABLE), THE PARTY AGGRIEVED BY THE FILING MAY APPLY TO THE APPLICABLE COURT FOR AN ORDER DISMISSING THE CIVIL ACTION AND COMPELLING THE FILING PARTY TO SUBMIT THE CLAIM TO THE DISPUTE RESOLUTION PROVISIONS APPLICABLE THERETO. THE APPLYING PARTY SHALL BE ENTITLED TO IMMEDIATE ENTRY OF AN ORDER OF DISMISSAL AND A MANDATORY AWARD OF ATTORNEYS' FEES AND TAXABLE COSTS INCURRED IN COMPELLING COMPLIANCE WITH THE APPLICABLE DISPUTE RESOLUTION PROVISION.

IN THE EVENT THE ARBITRATION PROVISIONS OF THIS ARTICLE 10 ARE HELD NOT TO APPLY OR ARE HELD INVALID OR UNENFORCEABLE FOR ANY REASON, ALL DISPUTES SHALL BE TRIED BEFORE A JUDGE IN A COURT OF COMPETENT JURISDICTION WITHOUT A JURY. EACH OWNER IN THE ASSOCIATION, BY ACCEPTING A DEED TO ANY PORTION OF THE PROPERTY, HEREBY WAIVES AND COVENANTS NOT TO ASSERT THEIR CONSTITUTIONAL RIGHT TO TRIAL BY JURY OF ANY DISPUTES, INCLUDING, BUT NOT LIMITED TO, DISPUTES RELATING TO CONSTRUCTION DEFECTS, MISREPRESENTATION OR DECLARANT'S AND ANY DESIGNATED BUILDER'S FAILURE TO DISCLOSE MATERIAL FACTS. THIS MUTUAL WAIVER OF JURY TRIAL SHALL BE BINDING UPON THE RESPECTIVE SUCCESSORS AND ASSIGNS OF SUCH PARTIES AND UPON ALL PERSONS AND ENTITIES ASSERTING RIGHTS OR CLAIMS OR OTHERWISE ACTING ON BEHALF OF DECLARANT, ANY DESIGNATED BUILDER, ANY OWNER, THE ASSOCIATION OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

ARTICLE 11
INSURANCE

11.1 Scope of Coverage. The Association shall maintain, to the extent reasonably available, the following insurance coverage:

11.1.1 Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board. Such insurance shall cover all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Areas of Association Responsibility and all other portions of the Property which the Association is obligated to maintain under this Declaration;

11.1.2 Property insurance on all Areas of Association Responsibility insuring against all risk of direct physical loss, insured against in an amount equal to the maximum insurable replacement value of the Areas of Association Responsibility, as determined by the Board; provided, however, that the total amount of insurance after application of any deductibles shall not be less than one hundred percent (100%) of the current replacement cost of the insured property, exclusive of land, excavations, foundations and other items normally excluded from a property policy;

11.1.3 Directors and officers liability insurance; and

11.1.4 Such other insurance as the Association shall determine from time to time to be appropriate to protect the Association or the Owners.

11.1.5 The insurance policies purchased by the Association shall, to the extent reasonably available, contain the following provisions:

(a) That there shall be no subrogation with respect to the Association, its agents, servants, and employees, with respect to Owners and members of their household;

(b) That the coverage afforded by such policy shall not be brought into contribution or proration with any insurance which may be purchased by Owners or their mortgagees or beneficiaries under deeds of trust;

(c) A "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or the Owners; and

(d) Statement of the name of the insured as the Association.

11.2 Certificates of Insurance. An insurer that has issued an insurance policy under this Section shall issue a certificate or a memorandum of insurance to the Association and, upon request, to any Owner, mortgagee, or beneficiary under a deed of trust. Any insurance obtained pursuant to this Section may not be canceled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Owner, and each mortgagee or beneficiary under deed of trust to whom certificates of insurance have been issued.

11.3 Insurance Obtained by Owners. Each Owner shall be responsible for obtaining property insurance for his or her own benefit and at his or her own expense covering the Owner's Lot and all improvements and personal property located thereon. Each Owner shall also be responsible for obtaining at his or her expense personal liability coverage for death, bodily injury or property damage arising out of the use, ownership or maintenance of the Owner's Lot and all improvements and personal property located thereon.

11.4 Payment of Premiums and Deductible. The premiums for any insurance obtained by the Association pursuant to Section 11.1 of this Declaration shall be included in the budget of the Association and shall be paid by the Association. The Board shall have the authority to adopt reasonable rules and procedures for the payment of the insurance deductible.

11.5 Payment of Insurance Proceeds. With respect to any loss to any Area of Association Responsibility covered by property insurance obtained by the Association in accordance with this Section, the loss shall be adjusted with the Association, and the insurance proceeds shall be payable to the Association and not to any mortgagee or beneficiary under a deed of trust. Subject to the provisions of Section 11.6, the proceeds shall be disbursed for the repair or restoration of the damage to the Area of Association Responsibility.

11.6 Repair and Replacement of Damaged or Destroyed Property. Any portions of the Area of Association Responsibility required by any governmental entity to be maintained by the Association which is damaged or destroyed shall be repaired or replaced promptly by the Association in accordance with the restrictions and requirements of such governmental entity. Any Area of Association Responsibility which is damaged or destroyed shall be repaired or replaced promptly by the Association unless (i) repair or replacement would be illegal under any state or local health or safety statute or ordinance, (ii) Members representing at least eighty percent (80%) of the total authorized votes in the Association vote not to rebuild, or (iii) the cost of repair or replacement is in excess of insurance proceeds and reserves and the Members do not approve a Special Assessment to fund the additional cost of repair or replacement. If all of the Areas of Association Responsibility are not repaired or replaced, insurance proceeds attributable to the damaged area shall be used to restore the damaged area to a condition which is not in violation of any state or local health or safety statute or ordinance and the remainder of the proceeds shall either (i) be retained by the Association as an additional capital reserve, or (ii) be used for payment of operating expenses of the Association.

ARTICLE 12 **MAINTENANCE**

12.1 Areas of Association Responsibility. The Association, or its duly delegated representative, shall, in the exercise of its discretion, maintain and otherwise manage, all Areas of Association Responsibility, including, but not limited to, landscaping, walkways, parks, paths, greenbelts, medians, parking areas, drives, and other facilities. The Association shall not maintain areas which (a) a governmental entity is maintaining, or (b) are required to be maintained by the Owners of a Lot. The Association shall, in the discretion of the Board:

(a) Reconstruct, repair, replace or refinish any Improvement or portion thereof upon Areas of Association Responsibility;

(b) Replace injured and diseased trees and other vegetation in any Areas of Association Responsibility and plant trees, shrubs and ground cover to the extent that the Board deems necessary for the conservation of water and soil and for aesthetic purposes;

(c) Place and maintain upon any Areas of Association Responsibility such signs as the Board may deem appropriate for the proper identification, use, and regulation thereof;

(d) Do all such other and further acts which the Board deems necessary to preserve and protect the Areas of Association Responsibility and the beauty thereof, in accordance with the general purposes specified in this Declaration.

The Board shall be the sole judge as to the appropriate maintenance of all Areas of Association Responsibility. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of said properties shall be taken by the Board or by its duly delegated representative.

In the event any Plat, Supplemental Declaration, deed restriction, or this Declaration permits the Board to determine whether Owners of certain Lots will be responsible for maintenance of certain Common Areas or public right-of-way areas, the Board shall have the sole discretion to determine whether or not it would be in the best interest of the Owners and Residents of the Property for the Association or an individual Owner to be responsible for such maintenance, considering cost, uniformity of appearance, location and other factors deemed relevant by the Board. The Board may cause the Association to contract with others for the performance of the maintenance and other obligations of the Association under this Article 12 and, in order to promote uniformity and harmony of appearance, the Board may also cause the Association to contract to provide maintenance services to Owners of Lots having such responsibilities in exchange for the payment of such fees as the Association and Owner may agree upon. Any charges or fees to be paid by the Owner of a Lot in connection with a contract entered into by the Association with an Owner for the performance of an Owner's maintenance responsibilities shall become a Benefitted Property Assessment and shall be secured by the Assessment Lien.

12.2 Assessment of Certain Costs of Maintenance and Repair of Areas of Association Responsibility. In the event that the need for maintenance or repair of Common Areas and Areas of Association Responsibility, and other areas maintained by the Association is caused through the act of any Owner or Resident, or any family, guest, tenant, or invitee of any Owner or Resident, the Association shall perform the needed maintenance or repairs and the cost of such maintenance or repairs shall be due within thirty (30) days of notice and shall be added to, and become a part of, the Assessment to which such Owner and the Owner's Lot is subject, and shall be secured by the Assessment Lien. Notwithstanding the foregoing, prior to submitting a bill for such costs, the Board shall cause a notice to be sent to Owner specifying the maintenance or repairs and the Owner shall have the right to object to his responsibility; provided that if the Owner does not object, the Owner shall be deemed to have acknowledged such responsibility. Following the

Board's consideration of such objection, the Board may absolve Owner or demand that Owner pay the bill within the thirty (30) day period provided above. The decision of the Board shall be final and binding.

12.3 Improper Maintenance and Use of Lots. In the event any portion of any Lot is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Property which are substantially affected thereby or related thereto, or in the event any portion of a Lot is being used in a manner which violates this Declaration, or in the event the Owner of any Lot is failing to perform any of its obligations under this Declaration or the Association Rules, the Association may give notice to the offending Owner of the particular condition or conditions that exist and inform the Owner that, unless corrective action is taken within fourteen (14) days, the Association may cause such action to be taken at said Owner's cost. If at the expiration of said fourteen (14) day period of time the requisite corrective action has not been taken, the Association shall be authorized and empowered to cause such action to be taken (either by undertaking such corrective actions or bringing suit to compel the offending Owner to undertake such corrective action) and the cost thereof, together with any attorney's fees expended by the Association in connection therewith, shall be added to, and become a part of, the Assessment to which the offending Owner and the Owner's Lot is subject, if any, and shall be secured by the Assessment Lien. The Association is hereby granted an easement to enter the Lot to perform such corrective action and, to the extent the Association or its agents or contractors enters the Owner's Lot to perform such corrective action, they shall not be deemed guilty of trespass. The Board may delegate any of its rights and responsibilities under this Section to a Committee appointed by the Board, or to its managing agent.

ARTICLE 13 **ANNEXATION AND DE-ANNEXATION**

13.1 Annexation of Real Property. Until the later of (a) twenty (20) years after Recordation of this Declaration, and (b) termination of the Declarant Control Period, Declarant hereby reserves the right from time to time to subject all or any portion of any additional real property no matter where located, to the terms and provisions of this Declaration. Annexation of additional property shall occur by Declarant Recording a Declaration of Annexation setting forth the legal description of the additional property being annexed and stating that such property is annexed and subjected to this Declaration. The Declaration of Annexation may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary as determined by the Declarant in its sole and absolute discretion. No consent or approval by the Board, the Owners, or any Person shall be necessary for an annexation by the Declarant. Upon Recordation of a Declaration of Annexation, the annexed real property shall have the same rights, privileges and obligations as property originally subject to the terms of this Declaration, only as modified by the terms of the applicable Declarant of Annexation.

13.2 Additional Provisions Applicable to Property Annexed. Any property annexed to the terms and provisions of this Declaration may be annexed as a whole, at one time, or in one or more portions at different times, and there are no limitations upon the order of annexation or the boundaries thereof. The property annexed by Declarant pursuant to this Section need not be

contiguous with other property already subject to this Declaration, and the exercise of the right of annexation as to any portion of such additional property shall not bar further exercise of the right of annexation as to any other additional property.

The Declaration of Annexations contemplated above may contain such complementary additions and modifications of the covenants as may be necessary to reflect the different character, if any, of the annexed property and as are not inconsistent with the plan of this Declaration. In no event, however, shall any such Declaration of Annexation, revoke, modify or add to the Covenants established by this Declaration within the existing Property.

13.3 De-Annexation. Until the termination of the Declarant Control Period, Declarant shall have the exclusive right to de-annex any property from the Property and this Declaration without the consent of any other Owner or Person. The de-annexation of all or any portion of the Property shall occur by Declarant Recording a Declaration of De-Annexation setting forth the legal description of the property being de-annexed. If Declarant does not own the property to be de-annexed, then the Declaration of De-annexation must be signed by the Owners of fee title to the property to be de-annexed. Upon the de-annexation of any property from the Property pursuant to this Section, such property shall no longer be subject to any of the covenants, conditions and restrictions set forth in the Project Documents. Except with regard to Declarant, as provided above, no Owner shall have the unilateral right to de-annex any property from the Property.

ARTICLE 14

TERM; AMENDMENTS; TERMINATION

14.1 Term; Method of Termination. This Declaration shall be effective upon the date of its Recordation and shall continue in full force and effect, as amended from time to time, unless and until: (i) Members owning ninety percent (90%) of the total Lots in the Association vote to terminate this Declaration; and (ii) so long as Declarant owns any portion of the Property, Declarant consents in writing to terminate this Declaration. If the necessary votes are obtained, the Board shall cause to be Recorded in the office of the Chancery Clerk of Jackson County, Mississippi, a Certificate of Termination, duly signed by the President or Vice President and attested to by the Secretary or Assistant Secretary of the Association, with their signatures acknowledged. Thereupon, these Covenants shall have no further force and effect, and the Association shall take those steps necessary for the immediate dissolution and liquidation of the Association and any remaining assets pursuant to the terms set forth in its Articles.

14.2 Amendments.

14.2.1 By Declarant. In addition to specific amendment rights granted elsewhere in this Declaration, until termination of the Declarant Control Period, Declarant may amend this Declaration for any purpose, and without the consent or approval of any Owners, Designated Builders, or any other Person.

In addition to the foregoing, after termination of the Declarant Control Period, and for so long as Declarant owns any portion of the Property, Declarant may of its own volition, and without the consent or approval of any Owners, Designated Builders, or any other Person, amend

this Declaration for the following purposes: (a) to bring any provision hereof into compliance with applicable law; (b) to satisfy the requirements of any governmental agency pertaining to lending criteria, or established as conditions for acceptability or approval of mortgages or deeds of trust, mortgage insurance, loan guarantees or other factors; (c) to correct any error or ambiguity, or to further the intent or purposes hereof by expanding upon the existing provisions hereof; or (d) to clarify the application of the provisions hereof to any land which may be annexed, or for any other reasonable purpose in connection with any land which may be annexed.

14.2.2 By the Association. Except as otherwise specifically provided above or elsewhere in the Declaration, this Declaration may be amended at a meeting where quorum is present, by the approval of at least two-thirds (2/3) of the votes entitled to be cast by the Members of the Association; provided, however, that in order to be effective, any amendment during such time as Declarant owns any portion of the Property shall require the written approval of Declarant. Notwithstanding the foregoing, the Board may, with the prior written consent of Declarant so long as Declarant owns any portion of the Property, amend this Declaration, without obtaining the approval or consent of any Owner, solely to conform this Declaration to the law. A certificate of amendment, setting forth the full amendment adopted, duly signed and acknowledged by the President or Vice-President of the Association shall be Recorded.

14.2.3 Challenge to Amendment. Any challenge to an amendment to this Declaration for reason that the amendment was not adopted by the required number of Members or was not adopted in accordance with the procedures set forth in this Section must be made within six (6) months after the Recording of the amendment or it shall be forever waived.

14.2.4 Amendment of Supplemental Declarations. A Supplemental Declaration may be amended as provided in such Supplemental Declaration, but only with the consent of Declarant so long as Declarant owns any portion of the Property. Thereafter, a Supplemental Declaration may be amended as provided therein, and with the approval of the Board.

ARTICLE 15

CONVEYANCE OF COMMON AREAS TO ASSOCIATION

15.1 Conveyance of Common Areas to Association. The Common Areas shall be conveyed to the Association by quitclaim deed or other appropriate instrument as determined by Declarant in its sole discretion, subject to this Declaration and all matters of record. The Common Areas may be conveyed in phases if Declarant so elects in its sole and absolute discretion. The Association shall accept title to the Common Areas transferred to it and shall have no right to refuse to accept title to the Common Areas. All costs and expenses of any conveyance of the Common Areas by Declarant or a Designated Builder to the Association shall be paid by the Association. THE ASSOCIATION SHALL ACCEPT THE COMMON AREAS "AS IS", "WHERE IS", AND WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW WITH RESPECT THERETO, OR WITH RESPECT TO THE IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING FUTURE REPAIRS OR REGARDING THE CONDITION, CONSTRUCTION,

ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS, EXCEPT AS SET FORTH HEREIN. THE ASSOCIATION AND EACH OWNER, BY ACCEPTANCE OF A DEED OR OTHER CONVEYANCE OF AN INTEREST IN A LOT, RELEASE DECLARANT AND EACH OF THE DESIGNATED BUILDERS FROM ANY CLAIMS AND WARRANT THAT NO CLAIM SHALL BE MADE BY THE ASSOCIATION OR ANY OWNER RELATING TO THE CONDITION OR COMPLETENESS OF THE COMMON AREAS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM.

ARTICLE 16
MISCELLANEOUS

16.1 Enforcement.

16.1.1 The Association, Declarant, a Designated Builder, or any Owner shall have the right to enforce the Project Documents and/or any and all covenants, restrictions, reservations, charges, servitudes, assessments, conditions, liens or easements provided for in any contract, deed, declaration or other instrument which (i) shall have been executed pursuant to, or subject to, the provisions of this Declaration, or (ii) otherwise shall indicate that the provisions of such instrument were intended to be enforced by the Association, Declarant, Designated Builders, or Owners. The Association shall also have the right to enact an enforcement policy setting forth the policy of the Association, and procedures that will be observed, in connection with enforcement of the provisions of the Declaration and the Project Documents.

16.1.2 This right of enforcement shall be in any manner provided for in the Project Documents or by law or in equity, including, but not limited to, an action to obtain an injunction to compel removal of any Improvements constructed in violation of this Declaration or to otherwise compel compliance with the Project Documents.

16.1.3 In the event the Association acts to enforce the Project Documents, regardless of whether suit is filed, the Association shall be entitled to recover, in addition to any other remedy, reimbursement for attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith including but not limited to the Association's administrative costs and fees. Said attorneys' fees, costs and expenses shall be the personal liability of the breaching Owner and shall also be secured by the Assessment Lien against said Owner's Lot. If, however, a lawsuit is filed, and the Owner is the prevailing party in such lawsuit, the Owner shall not be required to pay the Association's attorneys' fees, court costs, costs of investigation and other related expenses incurred therewith. If any lawsuit is filed by Declarant, a Designated Builder, or any Owner to enforce the provisions of the Project Documents or in any other manner arising out of the Project Documents or the operations of the Association, the prevailing party in such action shall be entitled to recover from the other party all attorneys' fees incurred by the prevailing party in the action.

16.1.4 If the Board, in its business judgment, determines to not take enforcement action in a specific situation, such enforcement shall not be required. No Member may bring legal or equitable action or an administrative claim against the Board or the Association for failure to

enforce the Project Documents without joining as claimants at least twenty-five percent (25%) of the Members.

16.2 Laws, Ordinances and Regulations.

16.2.1 The covenants, conditions and restrictions set forth in this Declaration and the provisions requiring Owners and other persons to obtain the approval of the Board or the Design Review Committee with respect to certain actions are independent of the obligation of the Owners and other persons to comply with all applicable laws, ordinances and regulations, and compliance with this Declaration shall not relieve an Owner or any other person from the obligation to also comply with all applicable laws, ordinances and regulations.

16.2.2 Any violation of any state, municipal, or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all the enforcement procedures set forth herein.

16.3 Notice of Violation. The Association shall have the right to Record a written notice of a violation by any Owner or Resident of any restriction or other provision of the Project Documents. The notice shall be executed by an officer of the Association and shall contain substantially the following information: (i) the name of the Owner or Resident violating, or responsible for the violation of, the Project Documents; (ii) the legal description of the Lot against which the notice is being Recorded; (iii) a brief description of the nature of the violation; (iv) a statement that the notice is being Recorded by the Association pursuant to this Declaration; and (v) a statement of the specific steps which must be taken by the Owner or occupant to cure the violation. Recordation of a notice of violation shall serve as notice to the Owner and Resident, and any subsequent purchaser of the Lot, that there is such a violation. If, after the Recordation of such notice, it is determined by the Association that the violation referred to in the notice does not exist or that the violation referred to in the notice has been cured, the Association shall Record a notice of compliance which shall state the legal description of the Lot against which the notice of violation was Recorded, and the recording data of the notice of violation, and shall state that the violation referred to in the notice of violation has been cured or that the violation did not exist.

16.4 Waiver. The waiver of or failure to enforce any breach or violation of this Declaration will not be deemed a waiver or abandonment of any provision of the Declaration or a waiver of the right to enforce any subsequent breach or violation of the Declaration. The foregoing shall apply regardless of whether any Person affected by the Declaration (or having the right to enforce the Declaration) has or had knowledge of the breach or violation.

16.5 Interpretation of the Covenants. Except for judicial construction, the Association, by its Board, shall have the exclusive right to construe and interpret the provisions of the Project Documents. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions of the Project Documents shall be final, conclusive, and binding as to all Persons and property benefited or bound by the Project Documents.

16.6 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

16.7 Rules and Regulations. In addition to the right to adopt rules and regulations on the matters expressly mentioned elsewhere in this Declaration, the Association shall have the right to adopt rules and regulations with respect to all other aspects of the Association's rights, activities and duties, provided said rules and regulations are not expressly inconsistent with the provisions of this Declaration.

16.8 References to the Covenants in Deeds. Deeds to, and instruments affecting, any Lot or any part of the Property may contain the Covenants herein set forth by reference to this Declaration, but regardless of whether any such reference is made in any Deed or instrument, each and all of the Covenants shall be binding upon the grantee/Owner or other Person claiming an interest in the Lot through any Deed or instrument and his heirs, executors, administrators, successors and assigns.

16.9 Gender and Number. Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders, words used in the neuter gender shall include the masculine and feminine genders, words in the singular shall include the plural, and words in the plural shall include the singular.

16.10 Captions and Titles. All captions, titles or headings of the Articles and sections in this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

16.11 Notices. Any written notice or other documents relating to or required by this Declaration may be delivered personally, by first class mail, certified mail, facsimile, e-mail, overnight delivery service or by any other reasonably reliable method. If by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows: if to the Association or the Design Review Committee, at the address of record for the Association on file with the Mississippi Secretary of State; if to an Owner, to the address of any Lot within the Property owned, in whole or in part, by the Owner or to any other address last furnished by the Owner to the Association. Each Owner of a Lot shall file the correct mailing address of such Owner with the Association and shall promptly notify the Association in writing of any subsequent change of address.

16.12 Association's Rights and Powers as Set Forth in Articles and Bylaws. In addition to the rights and powers of the Association set forth in this Declaration, the Association shall have such rights and powers as are set forth in its Articles and Bylaws. Such rights and powers, subject to the approval thereof by any agencies or institutions deemed necessary by the Board, may encompass any and all things which a Person could do or which now or hereafter may be authorized by law, provided such Articles and Bylaws are not inconsistent with the provisions of this Declaration and are necessary, desirable or convenient for effectuating the purposes set forth in this Declaration.

16.13 Attorneys' Fees. In the event the Association incurs legal expenses and costs, including but not limited to, attorneys' fees, in bringing claims against Owners or defending claims and counterclaims brought by Owners in an administrative action or proceeding, including but not limited to, proceedings before an Administrative Law Judge, the Association shall be entitled to recover its attorneys' fees and costs from the Owner involved in the action or administrative proceeding if the Association is the prevailing party.

16.14 Responsibility for Others. Owners hereby acknowledge and agree that they are fully responsible for the actions and inactions of the Owner's family, Residents, guests, licensees, invitees, tenants, and pets. If an Owner's family, Resident, guest, licensee, invitee, tenant, or pet commits a violation of this Declaration, the Owner will be responsible in the same manner as if the Owner had committed such violation.

16.15 Priority of Project Documents. If a conflict exists between the provisions of this Declaration and any Project Document, this Declaration prevails. If a conflict exists between the provisions of the Articles and Bylaws or Rules, the Articles prevail. If a conflict exists between the provisions of the Bylaws and the Rules, the Bylaws prevail.

[Signature page follows.]

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day and year first above written.

DECLARANT:

Meritage Homes of Mississippi, Inc., an Arizona corporation

By: _____

Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2026, within my jurisdiction, the within named _____, who acknowledged that he/she is _____ of Meritage Homes of Mississippi, Inc., an Arizona corporation, and that for and on behalf of said corporation, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Notary Public

My Commission Expires: _____

EXHIBIT "A"
Legal Description of the Property

OFFICIAL RECORDS JACKSON COUNTY, MS
Josh Eldridge, Chancery Clerk
Electronically Recorded
RECORDING FEE: \$ 42.00
MINERAL TAX: \$0.00
202510722
BK: 2214 PG: 367 - 374
06/11/2025 04:03:23 PM 8 PG(S)
Receipt # 12943

THIS INSTRUMENT PREPARED BY:

Mark T. Davis, Esq.
JONES WALKER LLP
P. O. Box 427
3100 North State Street, Suite 300 (39216)
Jackson, MS 39205-0427
(601) 949-4900
Mississippi Bar No. 5839

RETURN TO:

Mark T. Davis, Esq.
JONES WALKER LLP
P. O. Box 427
3100 North State Street, Suite 300 (39216)
Jackson, MS 39205-0427
(601) 949-4900

INDEXING INSTRUCTION:

Situated in the SE 1/4 of Sec. 35, T7S, R8W;
Situated in the NE 1/4 of the NE 1/4 of Sec. 2, T8S, R8W;
Lots 3-7, inclusive; Lots 11-16, inclusive; in Block 240, Unit 34, Gulf Park Estates;
Lots 18-25, inclusive; Lots 35-39, inclusive; Lots 42-48, inclusive, in Block 241, Unit 34, Gulf Park Estates
(Fountainbleau)
Situated in the SW 1/4 of Sec. 24, T7S, R8W, City of Ocean Springs
(Madison Place, Phase 2)
Situated in the SW 1/4 of the SE 1/4 of Sec. 31, T7S, R7W
(Palmetto Pointe)
All in Jackson County, MS

SPECIAL WARRANTY DEED

NAME, ADDRESS AND PHONE NUMBER OF GRANTORS:

Elliott Land Developments, LLC and
Elliott Homes, LLC
1402 Pass Road
Gulfport, MS 39501
Phone No.: 228-257-9614

NAME, ADDRESS AND PHONE NUMBER OF GRANTEE:

Meritage Homes of Mississippi, Inc.
18655 North Claret Drive, Suite 400
Scottsdale, AZ 85255
Phone No.: 520-225-6819

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, ELLIOTT LAND DEVELOPMENTS, LLC, a Mississippi limited liability company, and ELLIOTT HOMES, LLC, a Mississippi limited liability company, Grantors, do hereby grant, bargain, sell, convey and warrant specially to MERITAGE HOMES OF MISSISSIPPI, INC., an Arizona corporation, Grantee, all of Grantors' right, title and interest in and to the following described property, situated in Jackson County, Mississippi, to-wit (the "Subject Property"):

**SEE EXHIBIT A, EXHIBIT B, AND EXHIBIT C
ATTACHED HERETO AND MADE A PART HEREOF**

This conveyance is made subject to, and there is excepted from the warranty hereof, the matters set forth on Exhibit A, Exhibit B, and Exhibit C attached hereto and made a part hereof.

IN WITNESS WHEREOF, this instrument has been executed by Grantors on this the 30th day of May, 2025.

GRANTORS:

ELLIOTT LAND DEVELOPMENTS, LLC,
a Mississippi limited liability company
AND
ELLIOTT HOMES, LLC,
a Mississippi limited liability company

By: [Signature]
Brandon Elliott, Sole Member

STATE OF MISSISSIPPI
COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of May, 2025, within my jurisdiction, the within named Brandon Elliott, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacities, and that by his signature on the instrument, and as the act and deed of the persons or entities upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

My Commission Expires:

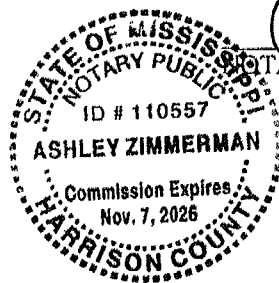


EXHIBIT A
FOUNTAINBLEAU

LEGAL DESCRIPTION PARCEL 1

A PARCEL OF LAND BEING SITUATED IN THE SE 1/4 OF SECTION 35, TOWNSHIP 7 SOUTH, RANGE 8 WEST, JACKSON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A FOUND IRON PIPE WITH A DISK AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 7 SOUTH, RANGE 8 WEST, JACKSON COUNTY, MISSISSIPPI; THENCE RUN SOUTH 89 DEGREES 51 MINUTES 51 SECONDS WEST 633.89 FEET TO A SET IRON ROD ON THE NORTHEAST RIGHT-OF-WAY OF FOUNTAINBLEAU ROAD; THENCE RUN ALONG SAID RIGHT-OF-WAY NORTH 38 DEGREES 35 MINUTES 49 SECONDS WEST 967.44 FEET TO A SET IRON ROD ON A CURVE TO THE RIGHT WITH A RADIUS OF 202.87 FEET AND A CHORD BEARING NORTH 16 DEGREES 06 MINUTES 39 SECONDS WEST FOR 136.26 FEET; THENCE RUN ALONG SAID CURVE AND RIGHT-OF-WAY 136.96 FEET TO A SET IRON ROD; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY NORTH 01 DEGREES 06 MINUTES 06 SECONDS WEST 1082.41 FEET TO A SET IRON ROD; THENCE LEAVING SAID RIGHT-OF-WAY RUN NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 151.18 FEET TO A SET IRON ROD; THENCE RUN NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST 75.00 FEET TO A SET IRON ROD; THENCE RUN NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 152.36 FEET TO A SET IRON ROD ON THE EAST RIGHT-OF-WAY OF FOUNTAINBLEAU ROAD; THENCE RUN ALONG SAID RIGHT-OF-WAY NORTH 01 DEGREES 06 MINUTES 37 SECONDS WEST 50.00 FEET TO A SET IRON ROD; THENCE LEAVING SAID RIGHT-OF-WAY RUN NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 1223.56 FEET TO A SET IRON ROD; THENCE RUN NORTH 00 DEGREES 12 MINUTES 39 SECONDS WEST 500.00 FEET TO A SET IRON ROD; THENCE RUN NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 85.22 FEET TO A SET IRON ROD ON THE EAST LINE OF SAID SECTION 35; THENCE RUN ALONG THE EAST LINE OF SAID SECTION 35 SOUTH 00 DEGREES 11 MINUTES 14 SECONDS WEST 2592.74 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 56.55 ACRES MORE OR LESS.

LEGAL DESCRIPTION PARCEL 2

A PARCEL OF LAND BEING SITUATED IN THE NE 1/4 OF THE NE 1/4 OF SECTION 2, TOWNSHIP 8 SOUTH, RANGE 8 WEST AND IN THE SE 1/4 OF THE SE 1/4 OF SECTION 35, TOWNSHIP 7 SOUTH, RANGE 8 WEST, JACKSON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND IRON ROD AT THE NORTHEAST CORNER OF WALNUT PARK SUBDIVISION PHASE 2 AS PER PLAT OR MAP THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MISSISSIPPI; THENCE RUN NORTH 00 DEGREES 07 MINUTES 07 SECONDS WEST 199.97 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 89 DEGREES 36 MINUTES 01 SECONDS WEST 82.90 FEET TO A SET IRON ROD; THENCE RUN NORTH 00 DEGREES 07 MINUTES 06 SECONDS WEST 880.28 FEET TO A SET IRON ROD ON THE WEST RIGHT-OF-WAY OF FOUNTAINBLEAU ROAD AND A CURVE TO THE LEFT HAVING A RADIUS OF 210.21 FEET AND A CHORD BEARING SOUTH 24 DEGREES 42 MINUTES 09 SECONDS EAST FOR 97.00 FEET; THENCE RUN ALONG SAID CURVE AND RIGHT-OF-WAY 97.88 FEET TO A SET IRON ROD; THENCE RUN ALONG SAID RIGHT-OF-WAY SOUTH 38 DEGREES 40 MINUTES 34 SECONDS EAST 1042.39 FEET TO A SET IRON ROD; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY SOUTH 42 DEGREES 36 MINUTES 57 SECONDS EAST 206.33 FEET TO A SET IRON ROD ON A CURVE TO THE LEFT HAVING A RADIUS OF 823.99 FEET AND A CHORD BEARING SOUTH 54 DEGREES 58 MINUTES 00 SECONDS EAST FOR 420.97 FEET; THENCE CONTINUE ALONG SAID CURVE AND RIGHT-OF-WAY 425.69 FEET TO A SET IRON ROD; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY SOUTH 67 DEGREES 17 MINUTES 14 SECONDS EAST 121.47 FEET TO A SET IRON ROD AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF FOUNTAINBLEAU ROAD AND THE WEST RIGHT-OF-WAY OF NORTH 19TH STREET; THENCE RUN ALONG THE SAID RIGHT-OF-WAY OF NORTH 19TH STREET SOUTH 00 DEGREES 27 MINUTES 51 SECONDS WEST 877.48 FEET TO A SET IRON ROD AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY OF NORTH 19TH STREET AND THE NORTH RIGHT-OF-WAY OF SPRING AVENUE; THENCE RUN ALONG THE SAID NORTH RIGHT-OF-WAY OF SPRING AVENUE NORTH 89 DEGREES 43 MINUTES 00 SECONDS WEST 1193.15 FEET TO A SET IRON ROD ON THE EAST LINE OF WALNUT PARK SUBDIVISION PHASE 2; THENCE LEAVING SAID RIGHT-OF-WAY OF SPRING AVENUE RUN ALONG SAID EAST LINE OF WALNUT PARK SUBDIVISION NORTH 00 DEGREES 07 MINUTES 07 SECONDS WEST 1152.28 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 39.32 ACRES MORE OR LESS.

AND ALSO

LOTS 3 THROUGH 7, INCLUSIVE; LOTS 11 THROUGH 16, INCLUSIVE, BLOCK 240; LOTS 18 THROUGH 25, INCLUSIVE; LOTS 35 THROUGH 39, INCLUSIVE; LOTS 42 THROUGH 48, INCLUSIVE, BLOCK 241, ALL BEING IN UNIT 34, GULF PARK ESTATES, BEING A SUBDIVISION LOCATED IN THE COUNTY OF JACKSON, STATE OF MISSISSIPPI, AS PER MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE PLAT RECORDS IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MISSISSIPPI AND THAT PART OF GULF PARK ESTATES, UNIT NUMBER 34 VACATED BY CHANCERY CAUSE #26, 400 STYLED COMMUNITY DEVELOPERS, INC., A MISSISSIPPI CORPORATION VS THE BOARD OF SUPERVISORS OF JACKSON COUNTY, MISSISSIPPI, ET AL, DESCRIBED AS;

LESS AND EXCEPT ANY PROPERTY CONVEYED IN THE BELOW RECORDED DEEDS:

BOOK 1838 PAGE 758

BOOK 1892 PAGE 812

BOOK 1889 PAGE 65

SUBJECT TO THE FOLLOWING:

1. The lien of real property taxes not yet due and payable for 2025 and all subsequent years.

#103954374v1
Fountainbleau

Exhibit A - Page 2

2. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock sand and gravel in, on, under and that may be produced from the land, together with all rights, privileges, and immunities relating thereto.
3. Terms, Conditions and Restrictions contained in Subdivision Plat for Gulf Park Estates.

EXHIBIT B

MADISON PLACE, PHASE 2

PARCEL A

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 8 WEST, CITY OF OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 8 WEST, CITY OF OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI; THENCE ALONG THE ESTABLISHED SECTION LINE COMMON TO SECTIONS 24 AND 25, TOWNSHIP 7 SOUTH, RANGE 8 WEST, S89°48'56"W 1296.43 FEET TO A CAPPED 1/2" IRON ROD SET, LYING ON THE EAST MARGIN OF GIBSON ROAD, SAID IRON ROD ALSO LYING ON THE BOUNDARY OF THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE ONE; THENCE FURTHER ALONG SAID SECTION LINE, S89°48'56"W 50.00 FEET TO A CAPPED 1/2" IRON ROD SET, LYING ON THE WEST MARGIN OF SAID GIBSON ROAD, SAID IRON ROD ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST MARGIN OF GIBSON ROAD AND ALONG SAID BOUNDARY OF REPLAT OF MADISON PLACE SUBDIVISION, PHASE ONE, N00°10'57"W 660.28 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE CONTINUE ALONG SAID BOUNDARY OF REPLAT OF MADISON PLACE SUBDIVISION, PHASE ONE, N45°05'43"W 35.30 FEET TO A CAPPED 1/2" IRON ROD SET, LYING ON THE SOUTH MARGIN OF MADISON PLACE DRIVE; THENCE ALONG SAID SOUTH MARGIN AND CONTINUE ALONG SAID SUBDIVISION BOUNDARY, S89°59'31"W 681.85 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE FURTHER ALONG SAID SOUTH MARGIN AND SUBDIVISION BOUNDARY, S77°32'25"W 92.76 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE FURTHER ALONG SAID SOUTH MARGIN AND SUBDIVISION BOUNDARY, S89°59'31"W 140.20 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE FURTHER ALONG SAID BOUNDARY OF THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE ONE, S00°04'48"E 350.89 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE FURTHER ALONG SAID SUBDIVISION BOUNDARY, S21°06'55"E 136.51 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE FURTHER ALONG SAID SUBDIVISION BOUNDARY, S00°10'57"E 189.70 FEET TO A CAPPED 1/2" IRON ROD SET, LYING ON THE SAID ESTABLISHED SECTION LINE COMMON TO SECTIONS 24 AND 25, TOWNSHIP 7 SOUTH, RANGE 8 WEST; THENCE ALONG SAID SECTION LINE, N89°48'56"E 889.46 FEET TO THE POINT OF BEGINNING. CONTAINING 14.41 ACRES. REFERENCE MERIDIAN FOR BEARINGS BASED ON GRID NORTH BY GPS OBSERVATION. (CONVERGENCE ANGLE: 0°02'34.9717" - SCALE FACTOR: 0.999950823). ALL CAPPED 1/2" IRON ROD SETS (STAMPED: MARTINO PLS 2838)

PARCEL B

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 8 WEST, CITY OF OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 8 WEST, CITY OF OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI; THENCE ALONG THE ESTABLISHED SECTION LINE COMMON TO SECTIONS 24 AND 25, TOWNSHIP 7 SOUTH, RANGE 8 WEST, S89°48'56"W 1296.43 FEET TO A CAPPED 1/2" IRON ROD SET, LYING ON THE EAST MARGIN OF GIBSON ROAD, SAID IRON ROD ALSO BEING THE EASTERN BOUNDARY OF THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE ONE; THENCE ALONG SAID EAST MARGIN OF GIBSON ROAD AND THE SAID EASTERN BOUNDARY OF THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE ONE, N00°10'57"W 659.97 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE ALONG SAID EAST MARGIN AND EASTERN BOUNDARY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.35 FEET AND A CHORD BEARING AND DISTANCE OF N44°54'17"E 35.41 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE FURTHER ALONG SAID MARGIN AND BOUNDARY LINE, N89°59'31"E 14.65 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE FURTHER ALONG SAID MARGIN AND BOUNDARY LINE, N00°00'29"W 50.00 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE FURTHER ALONG SAID MARGIN AND BOUNDARY LINE, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 40.00 FEET, AN ARC LENGTH OF 62.71 FEET AND A CHORD BEARING AND DISTANCE OF N45°05'43"W 56.48 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE FURTHER ALONG SAID MARGIN AND BOUNDARY LINE, N00°10'57"W 105.14 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE N89°49'04"E 1301.31 FEET TO A 1/2" IRON ROD FOUND, LYING ON THE WESTERN BOUNDARY OF LAKEVIEW SUBDIVISION, PHASE 4, RECORDED IN PLAT BOOK 22 AT PAGE 9; THENCE ALONG SAID WESTERN BOUNDARY, S00°08'06"W 880.03 FEET TO THE POINT OF BEGINNING. CONTAINING 26.18 ACRES. REFERENCE MERIDIAN FOR BEARINGS BASED ON GRID NORTH BY GPS OBSERVATION. (CONVERGENCE ANGLE: 0°02'34.9717" - SCALE FACTOR: 0.999950823) ALL CAPPED 1/2" IRON ROD SETS (STAMPED: MARTINO PLS 2838)

SUBJECT TO THE FOLLOWING:

1. The lien of real property taxes not yet due and payable for 2025 and all subsequent years.
2. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock sand and gravel in, on, under and that may be produced from the land, together with all rights, privileges, and immunities relating thereto.
3. Restrictive Covenants recorded in Deed Book 1511 at Page 482 and the Restrictive Covenants being dated October 11, 2024, in favor of the US Army Corp of Engineers.
4. Such state of facts as shown on subdivision plat recorded in Plat Book 24 at Page 80.
5. Drainage Easement/Detention area as described in Plat Book 24 at Page 80. And also on survey prepared by Patrick Martino, dated November 6, 2023, Job #P24185.
6. Pump Station Easement shown on survey prepared by Patrick Martino, dated November 6, 2023, Job #P24185.
7. Restrictive Covenants recorded in Book 2194 at Page 86.

EXHIBIT C
PALMETTO POINTE

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 7 WEST, JACKSON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD AT THE NORTHEAST CORNER OF LOT 10, JAMES WAY SUBDIVISION, JACKSON COUNTY, MISSISSIPPI, SAID POINT LYING ON THE WEST MARGIN OF HIGHWAY 57 EXTENSION; THENCE ALONG THE NORTH LINE OF SAID JAMES WAY SUBDIVISION AND EXTENSION THEREOF, N89°47'32"W 1061.48' TO AN IRON ROD LYING ON THE EAST MARGIN OF HAMILL FARM ROAD; THENCE ALONG SAID EAST MARGIN OF HAMILL FARM ROAD, N00°08'46"E 672.18' TO AN IRON ROD AT THE SOUTHWEST CORNER OF PROPERTY NOW OR FORMERLY OF COAST COMMUNITY BANK; THENCE ALONG THE SOUTH LINE OF SAID PROPERTY, N89°53'49"E 692.12' TO AN IRON ROD LYING ON THE WEST MARGIN OF HIGHWAY 57 EXTENSION; THENCE ALONG A CURVE OF SAID WEST MARGIN TO THE LEFT, HAVING A RADIUS OF 830.00', AN ARC LENGTH OF 103.57' AND A CHORD BEARING AND DISTANCE OF S25°01'43"E 103.50' TO AN IRON ROD; THENCE FURTHER ALONG SAID WEST MARGIN, S29°01'54"E 654.38' TO THE POINT OF BEGINNING, CONTAINING 13.518 ACRES.

SUBJECT TO THE FOLLOWING:

1. The lien of real property taxes not yet due and payable for 2025 and all subsequent years.
2. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock sand and gravel in, on, under and that may be produced from the land, together with all rights, privileges, and immunities relating thereto.
3. Terms, Conditions and Restrictions contained in easement recorded in Book 1265 at Page 11.
4. Terms, Conditions and Restrictions contained in Right of Way recorded in Book 1132 at Page 257.

**This notice is being mailed to you as the owner of property near the project described below.
Copies are sent via standard mail at the cost of the applicant.**

City of Ocean Springs
Planning Department
P.O. Box 1800
Ocean Springs, MS 39566-1800
228-875-4415

PUBLIC NOTICE

PUBLIC NOTICE is hereby given that the City of Ocean Springs Planning Commission will hold a public meeting in the regular meeting place of the Board of Aldermen located in City Hall at:

1018 Porter Avenue
Ocean Springs, MS, 39564

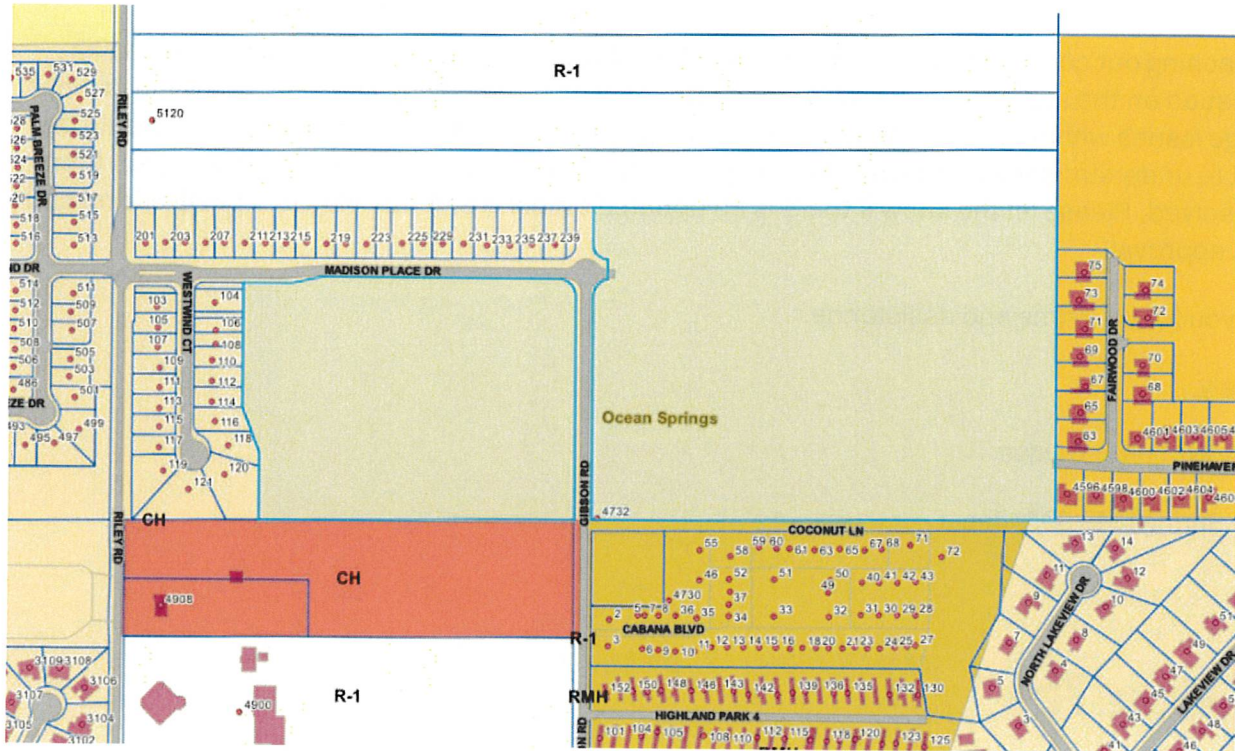
Tuesday, April 14, 2026 @ 6:00 PM

Regarding the following:

Gibson Road – PIDN: 60124060.000 – Madison Place Phase 2A – Meritage Homes of Mississippi, Inc. – Requesting Final Plat approval for 8 lots of the 51-lot subdivision

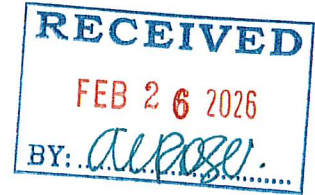
Written comments related to the above request will be accepted and may be mailed to the City of Ocean Springs Planning Department, Post Office Box 1800, Ocean Springs, MS 39566-1800 or emailed to acrose@oceansprings-ms.gov , edill@oceansprings-ms.gov, or rwilliams@oceansprings-ms.gov

All parties of interest shall have an opportunity to be heard at the public meeting.



Amanda Crose

From: Matthew Colerick <matthew.colerick@totaltek.com>
Sent: Thursday, February 26, 2026 3:30 PM
To: Amanda Crose
Cc: Elizabeth Dill; Rae Williams; Hilary Colerick
Subject: Madison Place Final Plat Questions



Follow Up Flag: Follow up
Flag Status: Flagged

Good Afternoon,

I am reaching out concerning the Madison Place IIA subdivision project. Specifically, I would like clarification on the anticipated schedule for completing the road paving and addressing the current drainage issues within the development. Given the public notice for final plat approval, it would be helpful to understand the status of these infrastructure items and when residents can expect them to be fully resolved. Please let me know if there is an updated timeline or if this matter is being addressed prior to final approval.

Thank you for your time and assistance.

Sincerely,

235 Madison Place Drive
Ocean Springs MS 39564ac




221 W. College Ave
2nd Floor
Appleton WI 54911

Matthew Colerick
Engineering Manager

Ocean Springs, MS

✉ matthew.colerick@totaltek.com
☎ (228) 308-5347
🌐 www.totaltek.com

 Book time to meet with me

Rae Williams

From: Stephen Parker <sparker@symbiotic-enterprises.com>
Sent: Tuesday, April 7, 2026 9:44 PM
To: Amanda Crose; Elizabeth Dill; Rae Williams
Cc: Steve Parker
Subject: Comment: Gibson Road-PIDN: 60124060.000-Madison Place Phase 2A-Meritage homes of Mississippi, inc-Requesting Final Plat approval for 8 lots of the 51-lot subdivision
Attachments: S.Parker Comment Gibson Rd-PIDN-61024060.000 Madison Place Phase 2A FPA-8 lots-4-7-2026.pdf

Amanda/Elizabeth/Rae,

I am sending the attached comment for consideration for the Gibson Road-PIDN: 60124060.000-Madison Place Phase 2A-Meritage homes of Mississippi, inc-Requesting Final Plat approval for 8 lots of the 51-lot subdivision. I would like to make a comment at the meeting. I am not opposed to the project. I am requesting denial and/or condition of the Final Plat Approval pending development entity compliance with their Stormwater Pollution Prevention Plan.

I can be reached at 228-224-9057 if you have any questions. My property abuts the current development. Details are in the attachments.


I very much appreciate your work in review of the Final Plat approval and associated comments. Please reply to all as I check my cc'd email more frequently than this one. I hav

Thank you again,

Steve Paker

106 Westwind Court

Ocean Springs, MS 39564

RECEIVED
APR 07 2026
BY: 

Gibson Road-PIDN: 60124060.000-Madison Place Phase 2A-Meritage homes of Mississippi, inc-Requesting Final Plat approval for 8 lots of the 51-lot subdivision

Comment Submitted by: Steve Parker; 106 Westwind Court; Ocean Springs, MS. Cell: 288-224-9057

Request(s): 1-That the City of Ocean Springs deny approval of the Final Plat and/or condition the Final Plat approval to require the development entity to adhere to their Stormwater Pollution Prevention Plan commitments provided in the Preliminary Plat agenda packet. 2-That the City of Ocean Springs verify by inspection that the development entity is adhering to their Stormwater Pollution Prevention Plan prior to commencement of any new home construction. See supporting documentation below.

- **Issue #1 Misplacement of silt fence/non-adherence to approved Stormwater Pollution Prevention Plan:** the silt fence is within the Madison Place I "25' ingress and egress and drainage easement and is centered in the ditch; see photos 1-4. The silt fence placement violates Storm Water Pollution Prevention Notes 1, 3, and technically 6 and is ineffective in keeping sediment out of drainage ditches.
- **Issue #2: Non compliance with approved Storm Water Pollution Prevention Plan for filtering runoff along wetland boundary:** The Storm Water Pollution Prevention notes on the approved plat (See condition 3) states that "...Double silt fence will be installed where disturbance is within 50' of wetlands. See Photos 5-7.

Gibson Road-PIDN: 60124060.000-Madison Place Phase 2A-Meritage homes of Mississippi, inc-Requesting Final Plat approval for 8 lots of the 51-lot subdivision

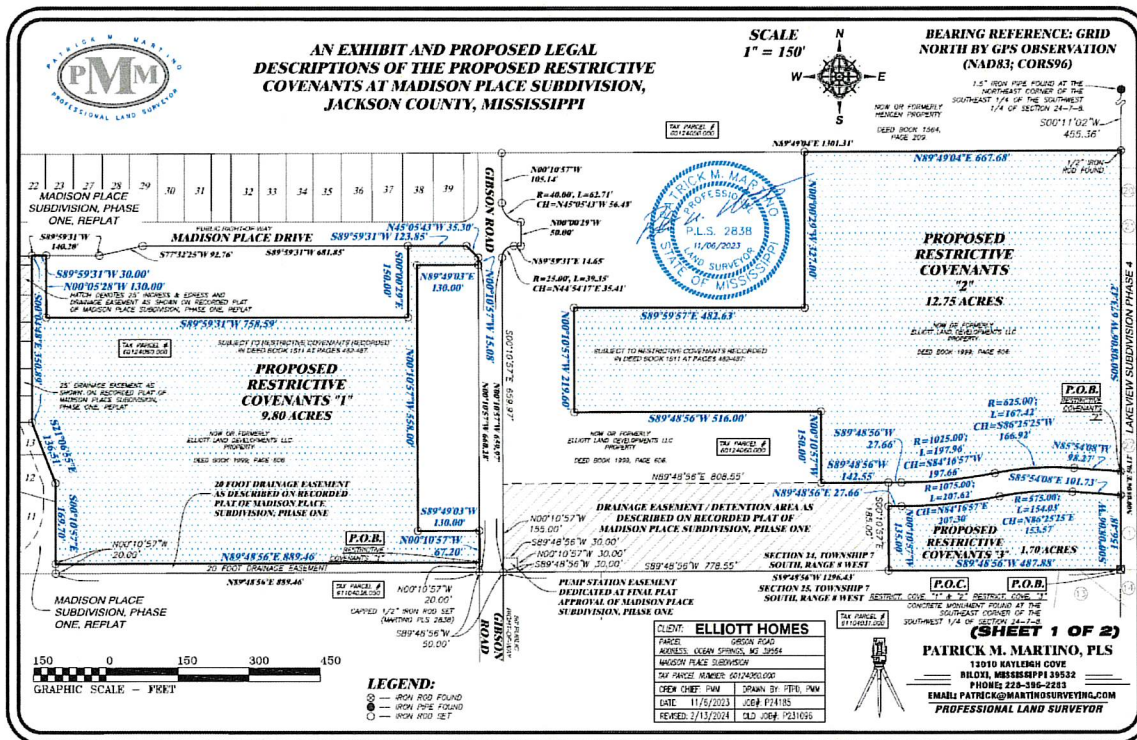


Figure 1: Proposed Legal Description depicting Madison Place I "25' ingress and egress and drainage easement; Left border of drawing.

Gibson Road-PIDN: 60124060.000-Madison Place Phase 2A-Meritage homes of Mississippi, inc-Requesting Final Plat approval for 8 lots of the 51-lot subdivision

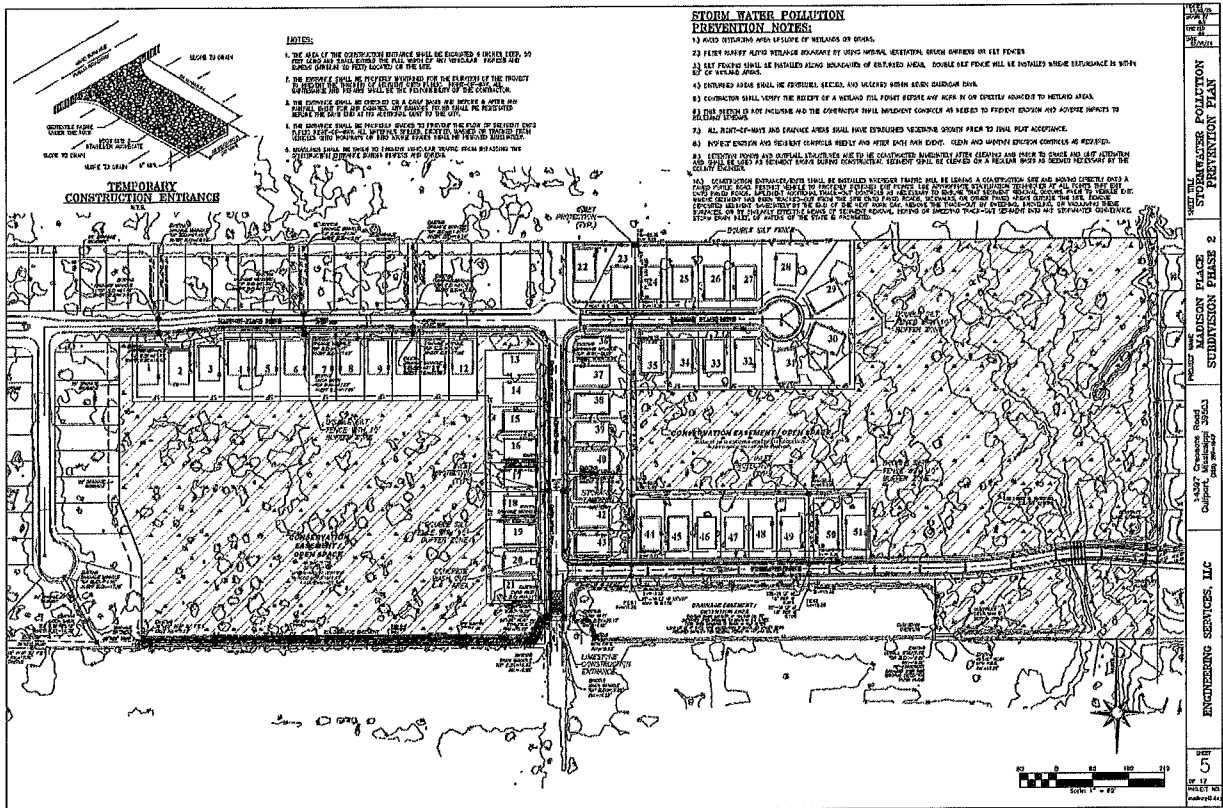


Figure 2: Madison Place 2 Stormwater Pollution Prevention Plan Exhibit submitted to the City as part of the preliminary plat agenda packet.

Gibson Road-PIDN: 60124060.000-Madison Place Phase 2A-Meritage homes of Mississippi, inc-Requesting Final Plat approval for 8 lots of the 51-lot subdivision

STORM WATER POLLUTION PREVENTION NOTES:

- 1.) AVOID DISTURBING AREA UPSLOPE OF WETLANDS OR DRAINS.
- 2.) FILTER RUNOFF ALONG WETLANDS BOUNDARY BY USING NATURAL VEGETATION, BRUSH BARRIERS OR SILT FENCES.
- 3.) SILT FENCING SHALL BE INSTALLED ALONG BOUNDARIES OF DISTURBED AREAS. DOUBLE SILT FENCE WILL BE INSTALLED WHERE DISTURBANCE IS WITHIN 50' OF WETLAND AREAS.
- 4.) DISTURBED AREAS SHALL BE FERTILIZED, SEEDED, AND MULCHED WITHIN SEVEN CALENDAR DAYS.
- 5.) CONTRACTOR SHALL VERIFY THE RECEIPT OF A WETLAND FILL PERMIT BEFORE ANY WORK IN OR DIRECTLY ADJACENT TO WETLAND AREAS.
- 6.) THIS SKETCH IS NOT INCLUSIVE AND THE CONTRACTOR SHALL IMPLEMENT CONTROLS AS NEEDED TO PREVENT EROSION AND ADVERSE IMPACTS TO RECEIVING STREAMS.
- 7.) ALL RIGHT-OF-WAYS AND DRAINAGE AREAS SHALL HAVE ESTABLISHED VEGETATIVE GROWTH PRIOR TO FINAL PLAT ACCEPTANCE.
- 8.) INSPECT EROSION AND SEDIMENT CONTROLS WEEKLY AND AFTER EACH RAIN EVENT. CLEAN AND MAINTAIN EROSION CONTROLS AS REQUIRED.
- 9.) DETENTION PONDS AND OUTFALL STRUCTURES ARE TO BE CONSTRUCTED IMMEDIATELY AFTER CLEARING AND PRIOR TO GRADE AND DIRT ALTERATION AND SHALL BE USED AS SEDIMENT BASINS DURING CONSTRUCTION. SEDIMENT SHALL BE CLEANED ON A REGULAR BASIS AS DEEMED NECESSARY BY THE COUNTY ENGINEER.
- 10.) CONSTRUCTION ENTRANCES/EXITS SHALL BE INSTALLED WHEREVER TRAFFIC WILL BE LEAVING A CONSTRUCTION SITE AND MOVING DIRECTLY ONTO A PAVED PUBLIC ROAD. RESTRICT VEHICLE TO PROPERLY DESIGNED EXIT POINTS. USE APPROPRIATE STABILIZATION TECHNIQUES AT ALL POINTS THAT EXIT ONTO PAVED ROADS. IMPLEMENT ADDITIONAL TRACK-OUT CONTROLS AS NECESSARY TO ENSURE THAT SEDIMENT REMOVAL OCCURS PRIOR TO VEHICLE EXIT. WHERE SEDIMENT HAS BEEN TRACKED-OUT FROM THE SITE ONTO PAVED ROADS, SIDEWALKS, OR OTHER PAVED AREAS OUTSIDE THE SITE, REMOVE DEPOSITED SEDIMENT IMMEDIATELY BY THE END OF THE NEXT WORK DAY. REMOVE THE TRACK-OUT BY SWEEPING, SHOVELING, OR VACUUMING THESE SURFACES, OR BY SIMILARLY EFFECTIVE MEANS OF SEDIMENT REMOVAL. HOSING OR SWEEPING TRACK-OUT SEDIMENT INTO ANY STORMWATER CONVEYANCE, STORM DRAIN INLET, OR WATERS OF THE STATE IS PROHIBITED.

Figure 3: Storm Water Pollution Prevention Notes outlining pollution prevention measures for the site.

Gibson Road-PIDN: 60124060.000-Madison Place Phase 2A-Meritage homes of Mississippi, inc-Requesting Final Plat approval for 8 lots of the 51-lot subdivision



Photos 1 and 2: Measurement of distance from silt fence to western edge of Madison Place | 25 ft. ingress and egress and drainage easement is approximately 19 ft. This distance including appropriate buffering should exceed 25 ft.

Gibson Road-PIDN: 60124060.000-Madison Place Phase 2A-Meritage homes of Mississippi, inc-Requesting Final Plat approval for 8 lots of the 51-lot subdivision



Photo 3&4: Looking South along silt fence (left photo); Looking south along silt fence. The silt fence is essentially in the centerline of the drainage ditch. This does not adhere to/violates Storm Water Pollution Prevention Notes 1, 3, and technically 6. Just after a rain event photo on the right depicting ineffective pollution prevention/sediment load in the ditch.

Gibson Road-PIDN: 60124060.000-Madison Place Phase 2A-Meritage homes of Mississippi, inc-Requesting Final Plat approval for 8 lots of the 51-lot subdivision

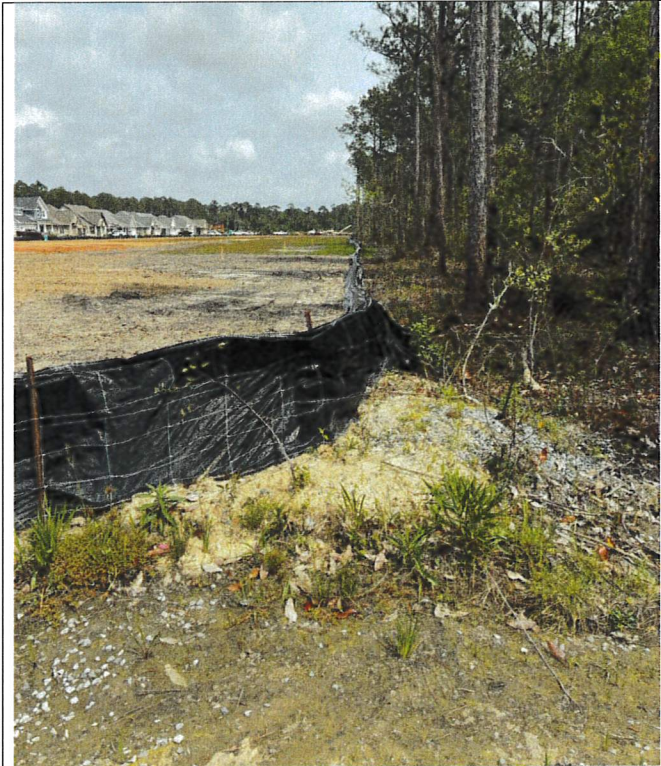


Photo 5: Looking east from the Madison Place 1 25' ingress and egress and drainage easement. This photo depicts 1-clearing into the proposed restrictive covenants I area and 2-single versus double silt fence; non-adherence to Condition 3 of the Storm Water Pollution Prevention Notes on the approved preliminary plat.

Gibson Road-PIDN: 60124060.000-Madison Place Phase 2A-Meritage homes of Mississippi, inc-Requesting Final Plat approval for 8 lots of the 51-lot subdivision



Photo 6: Looking east from Gibson Road, behind proposed lots 31-39; there is no erosion control between the current grading and forested wetlands/conservation easement

Gibson Road-PIDN: 60124060.000-Madison Place Phase 2A-Meritage homes of Mississippi, inc-Requesting Final Plat approval for 8 lots of the 51-lot subdivision



Photo 7: Looking east from Gibson Road, behind proposed lots 40-52; there is no erosion control between the current grading and forested wetlands/conservation easement



SPECTRUM

April 13, 2026

Planning Director
City of Ocean Springs
PO Box 1800
Ocean Springs, MS 39566

ATTENTION: **Amanda Crose**

SUBJECT: **Response to City of Ocean Springs Inspection**
MSR107705
Meritage Homes – Madison Place Subdivision
Jackson County, MS
Spectrum Project Number 1169-011

Via email to: acrose@oceansprings-ms.gov

Dear Amanda

On behalf of our client, Meritage Homes of Mississippi, Inc. (Meritage Homes), Spectrum Environmental, Inc. (Spectrum) respectfully submits this written response to the referenced citizen complaint received by the City of Ocean Springs on April 7, 2026. Meritage received notification of the complaint from the City on April 10, 2026. Immediate action was taken to address the items noted below.

1. Recitation of Madison Place Stormwater Pollution Prevention Plan (SWPPP) Complaint

The referenced complaint noted certain deficiencies based on an inspection conducted by the City of Ocean Springs Building Department on April 10, 2026.

1. *Improper placement of existing silt fence: Existing silt fence appears to be improperly located in or near the drainage conveyance area, the existing fence does not appear to meet the limits of the 25-foot ingress and egress and drainage easement as shown on the recorded plat of Madison Place Subdivision, Phase One, Replat. Please provide verification of the proper placement of the silt fencing stakes or alternatively provide corrective action to relocate the silt fence to ensure compliance with submitted and approved Storm Water Pollution Prevention Plan.*
2. *Silt fence not properly trenched/buried: The existing silt fence does not appear to be installed to a sufficient depth to prevent runoff from passing beneath the barrier. As installed, it is not adequately functioning to detain sediment on site.*

www.specenviro.com

Mid-South Office
Nashville, TN
(205) 913-0715

Corporate Office
Alabaster, AL
(205) 664-2000

Coastal Office
Robertsdale, AL
(251) 271-6385

RESPONSE TO CITY INSPECTION

MERITAGE HOMES – MADISON PLACE SUBDIVISION

PROJECT NUMBER 1169-011

3. *Damaged and broken sections of silt fence: Portions of the existing silt fence are broken, compromised, or otherwise in disrepair, which further reduces its effectiveness and requires immediate maintenance or replacement.*
4. *Failure to properly maintain erosion and sediment controls: The approved plan requires erosion and sediment controls to be inspected weekly and after each rain event, and for such controls to be cleaned and maintained as required. The current condition of the silt fencing indicates that maintenance has not been adequately performed.*
5. *Potential non-compliance with wetland boundary protection requirements: The approved notes further require filtering runoff along wetland boundaries and state that double silt fence shall be installed where disturbance is within 50 feet of wetland areas. The submitted and approved Stormwater Pollution Prevention Plan indicates areas where this requirement must be met.*

Upon receipt of the City's inspection, Meritage Homes notified Spectrum and a site visit was performed to determine BMP maintenance.

2. Work Completed April 10 – April 13

1. Meritage Homes will remove the silt fence and stabilize the previously disturbed area and plant vegetation to restore the impacted area.
2. Silt fence has been retrenched and buried in areas previously noted.
3. Silt fence has been repaired in areas previously noted.
4. Inspections shall occur at least weekly for a minimum of four inspections per month and after any rain event that produces a discharge (ACT5, T-16).
5. Double row silt fence has been installed along the rear of the site. Additionally, piping is currently being installed for stormwater drainage flow. Double row silt fence shall be maintained and continuously implemented to ensure that no impacts are made to the wetland area.

Photo documentation is included in Appendix A.

Please feel free to contact either of the undersigned at 251-271-6385 or email at vlaver@specenviro.com or kgarretson@specenviro.com should you need additional information or have any questions.

Sincerely

SPECTRUM ENVIRONMENTAL, INC.



Victoria Laver
Staff Scientist



Katie Garretson, M.S.
Mobile Team Lead

APPENDIX A

Response to City of Ocean Springs Inspection – Dated April 10, 2026

Madison Place Subdivision – MSR107705



Silt fence will be removed from drainage conveyance and vegetation will be planted to restore impacted area.



Silt fence will be removed from drainage conveyance and vegetation will be planted to restore impacted area.

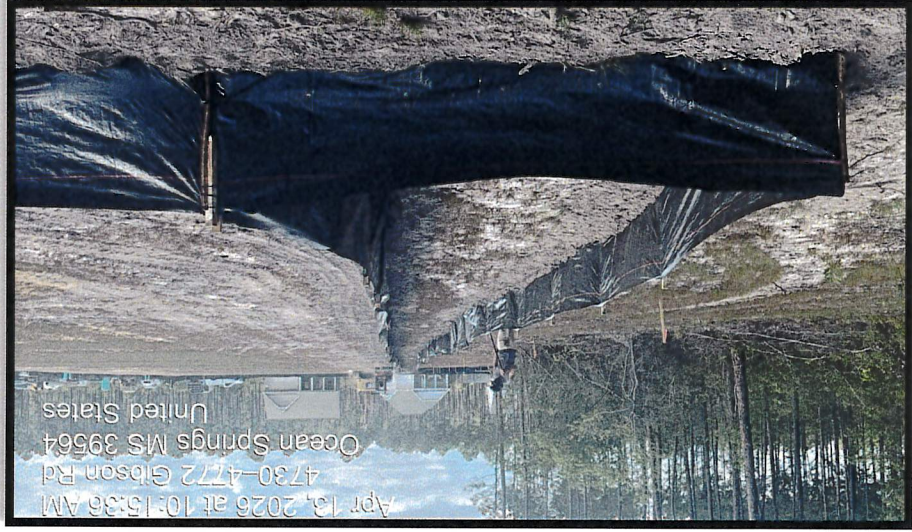


Double row silt fence along rear of lots. Previously impacted area in front of silt fence will be stabilized.



Double row silt fence installed along rear of lots. Piping is currently being installed to allow for stormwater drainage.

Response to City of Ocean Springs Inspection – Dated April 10, 2026
Madison Place Subdivision – MSR107705



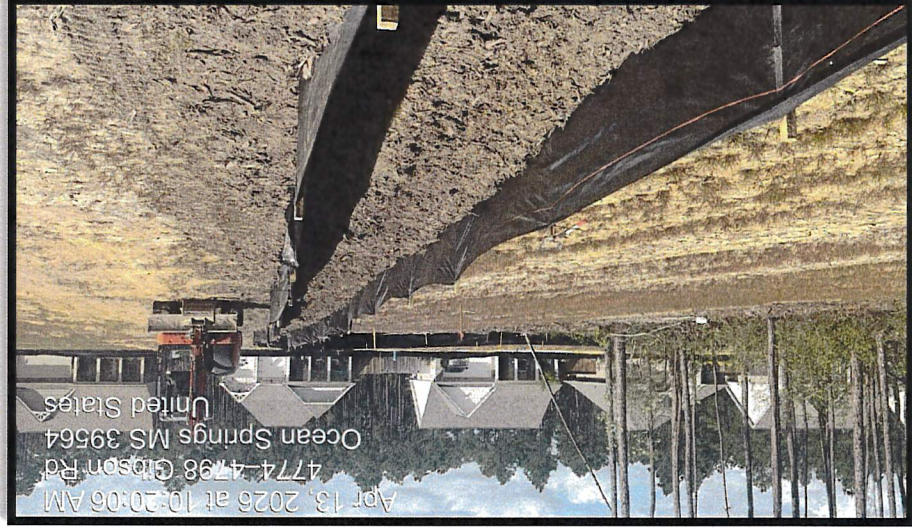
Repaired double row silt fence installed along rear of lots.

Apr 13, 2026 at 10:15:36 AM
4730-4772 Gibson Rd
Ocean Springs MS 39564
United States



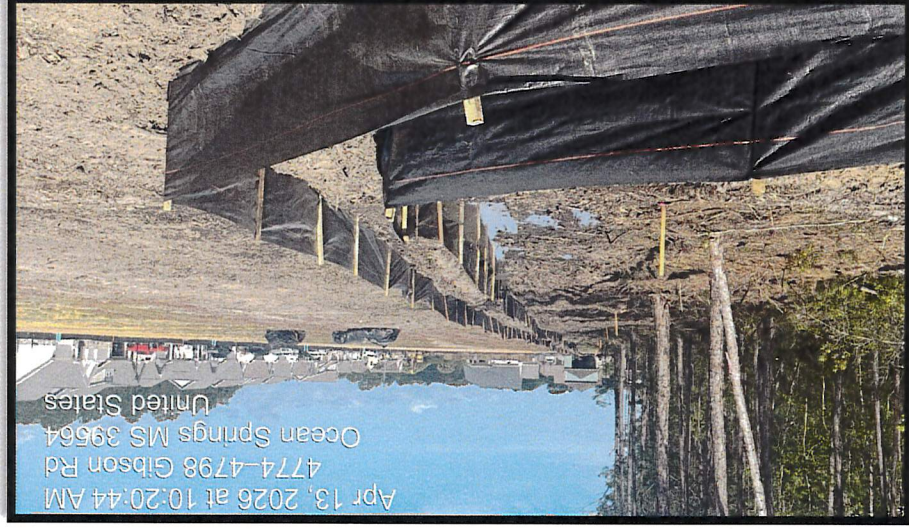
Repaired double row silt fence installed along rear of lots.

Apr 13, 2026 at 10:20:03 AM
4774-4798 Gibson Rd
Ocean Springs MS 39564
United States



Repaired double row silt fence installed along rear of lots.

Apr 13, 2026 at 10:20:06 AM
4774-4798 Gibson Rd
Ocean Springs MS 39564
United States



Repaired double row silt fence along rear of lots.

Apr 13, 2026 at 10:20:44 AM
4774-4798 Gibson Rd
Ocean Springs MS 39564
United States

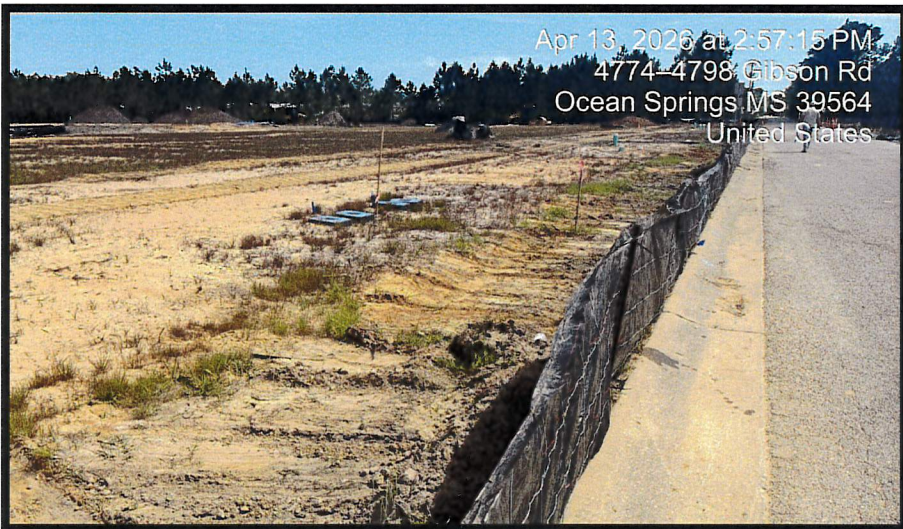
Response to City of Ocean Springs Inspection – Dated April 10, 2026
Madison Place Subdivision – MSR107705



View of double row silt fence



View of repaired silt fence



View of repaired silt fence



View of repaired silt fence



Bobby Cox | Mayor
Matthew Hinton | Alderman at Large
Steve Tillis | Alderman Ward 1
Karen Stennis | Alderman Ward 2

Kevin Wade | Alderman Ward 3
Shannon Pfeiffer | Alderman Ward 4
Rob Blackman | Alderman Ward 5
Julie Messenger | Alderman Ward 6



228.875.4236 | www.oceansprings-ms.gov

MEMORANDUM

To: Mayor & Board of Aldermen
From: Amanda Crose, Planning Director
Re: Deny a request for a lot split at 605 Ward Ave - PIDN: 60130250.000; PC recommends denial
Section: CONSENT AGENDA
Meeting Date: April 21, 2026

On Tuesday, March 14, 2026, the Planning Commission (PC) held a public meeting to consider a request for a lot split located at 605 Ward Ave.

The property is zoned R-2 Low-Medium Density Single Family Residential and is approximately 13,340 square feet, with the minimum lot area being 11,250 square feet. The applicant proposed to split the lot into (2) parcels with one lot containing 7,630 square feet and the other 5,710 square feet. Each lot is proposed to be 45' in width; however, the R-2 zoning district minimum lot width is 80'. The UDC also states all accessory structures shall be located on the same lot as the principal structure.

Mark Garriga and Frances Wichman spoke in favor of the application.

Daniel Bond, Carlos Barbosa, and Bobby Schrieber spoke in opposition of the application. There are also 4 opposition letters included in the PC packet.

After reviewing the application and considering the public comments, the Planning Commission voted unanimously, with one commissioner absent, to recommend denial of the lot split based on the proposed lot split not meeting the minimum requirements of the Unified Development Code for new lots within the R-2 zoning district.

**CITY OF OCEAN SPRINGS
PLANNING DEPARTMENT
POST OFFICE BOX 1800
OCEAN SPRINGS, MS 39566-1800
228-875-4415**

PLANNING COMMISSION REPORT

MEETING DATE: April 14, 2026
APPLICANT/OWNER: Mark Garriga
REQUESTED ACTION: Lot Split
DATE OF APPLICATION: January 9, 2026
LOCATION: 605 Ward Ave – Ward 2
PARCLE NUMBER: 60130250.000



Figure 1. Planning Commission Signage

I. REQUEST SUMMARY:

The applicant, Mark Garriga, is requesting approval of a lot split creating two parcels with lot areas of 7,630 SF and 5,710 SF.

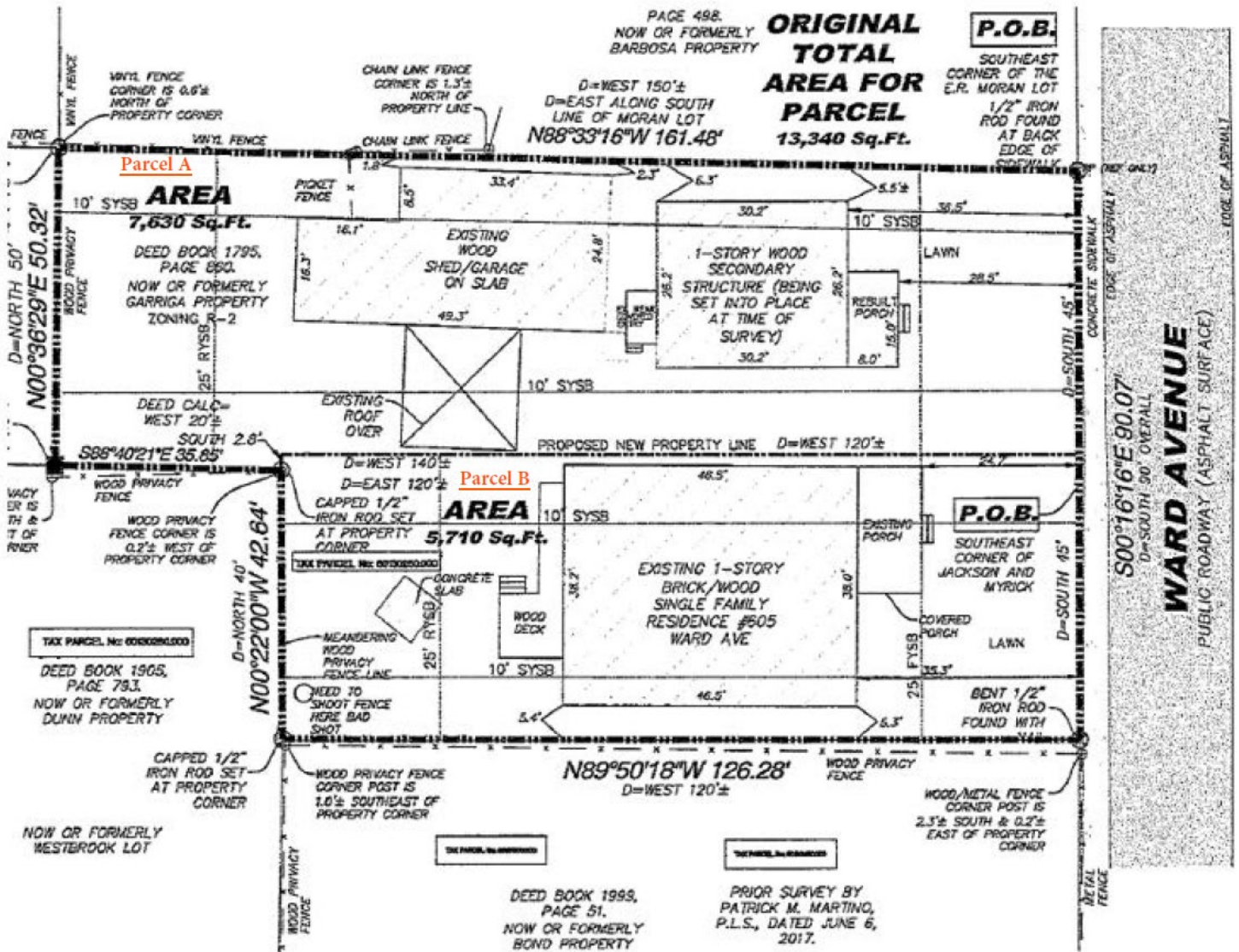


Figure 2. Proposed Site Plan

II. ZONING/LAND USE:

This property is zoned R-2, Low-Medium Density – single-family dwelling with an accessory structure.

• **R-2 Zoning Requirements:**

- ❖ Minimum Lot Area – 11,250 SF
- ❖ Minimum Lot Width – 80'
- ❖ Front Setback – 25'
- ❖ Side Setback – 10'
- ❖ Rear Setback – 25'
- ❖ Accessory structure side & rear setback – 5'

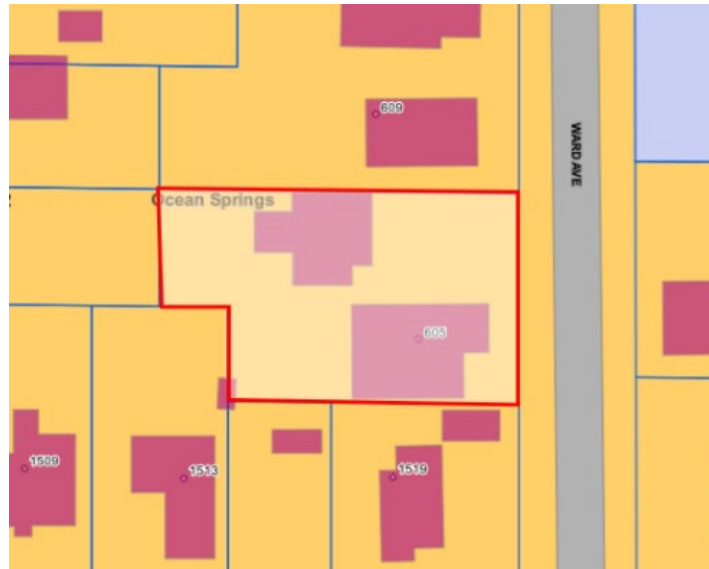


Figure 2. Subject Property and Adjacent Zoning District

III. **FINDINGS:**

- The subject property currently complies with minimum R-2 zoning lot size requirements, with a lot width of 90' and a total lot area of 13,340 square feet as per the submitted survey.
- **Existing non-conforming lot:**
 - ❖ The main dwelling on the south does not meet the minimum side yard setback of 10' or the minimum front yard setback of 25'. It is currently 5.3' from the south property line and 24.7' from the north property line.
 - ❖ The existing accessory structure along the north property line does not meet the minimum side yard setback of 5'. It is currently 1.8' away from the north property line.
 - ✓ **This lot at its current state is considered existing non-conforming. A lot split requires that all new, subdivided lots conform to current zoning, including setbacks, to avoid creating non-buildable or non-compliant lots**
- **Proposed lot split Issues:**
 - ❖ **Minimum Lot Width & Size of R-2 Zoning District Not Met:**
 - ✓ Each lot is proposed to be 45-foot-wide (min. requirement is 80')
 - ✓ Lot square footages: 7,630 square feet and 5,710 square feet (min. lot area requirement per lot is 11,250)
 - ✓ These dimensions do not meet the minimum lot area requirements for the R-2 zoning district.

❖ UDC Section 6.2.1.C.1 Not Met:

- ✓ UDC Section 6.2.1.C.1 – All accessory structures shall be located on the same lot as the principal structure.
 - ✓ Under the proposed configuration, the southern lot would contain the primary dwelling, while the northern lot would contain only an accessory structure.
 - ✓ The northern lot survey shows a 1-story dwelling unit on the site plan; however, it does not have an active building permit. Therefore, creating this lot split creates a non-compliant lot with only an accessory structure.

❖ Minimum Setbacks Not Met:

- ✓ The main dwelling unit will not meet the minimum front yard setback line of 25' or the side yard setback.
 - ✓ Front required: 25' / Front proposed: 24.7'
 - ✓ Side required: 10' / South side: 5.3' & north side not shown but appears less than 2'
- ✓ Accessory structure will not meet the minimum required side yard setback on the north or south side.
 - ✓ Side required: 5' / North side proposed: 1.8' & south side not shown but appears to be less than 1'

The Staff findings detailed above conclude the proposed lot split does not meet the minimum requirements of the Unified Development Code for new lots within the R-2 Zoning District.

IV. PUBLIC NOTICE:

- Legal Advertisement posted in the Sun Herald on March 29, 2026.
- Planning Commission yard signs were posted on property on March 30, 20226.
- Notifications were mailed to adjacent property owners within a 500-foot radius on March 30, 2026.

V. PUBLIC FEEDBACK:

- ✓ 4 opposition letters were received by April 10, 2026.

VI. POTENTIAL MOTIONS:

A motion to recommend **approval** of a lot split request creating two parcels with lot areas of 7,630 square feet and 5,710 square feet.

-OR-

A motion to recommend **denial** of a lot split request creating two parcels with lot areas of 7,630 square feet and 5,710 square feet.

RECEIVED
JAN 09 2026



City of Ocean Springs Planning Department BY: SW
1018 Porter Avenue / PO Box 1800 Ocean Springs, MS 39564
(228) 875-4415

LOT/PARCEL RECONFIGURATION/SPLIT APPLICATION

Indicate Request: SPLIT RECONFIGURATION

Effective June 11, 2006, the following application fees apply:

Lot Parcel Reconfiguration/Split \$200
Additional Fee \$1 (Per Ordinance 2022-17 following the requirements of Section 25-60-5 MS Code Annotated)

Application Date: JANUARY 6, 2026 (Applications are due by the 7th of each month.)

Applicant Information

Address of Lot Parcel(s): 605 WARD AVE
Parcel ID(s) 60130250.000

- 1. Applicant: MARK GARRIGA Phone 228-229-0512
Address 605 WARD AVE Email STACTAELY@GMAIL.COM
- 2. Local Agent: MARK TROCHESSET, CPBD/AIRD Phone 228-396-2225
Address 16375 ASPEN LANE BILOXI, MS Email DESIGNPLUS@BELLSOUTH.NET
- 3. Owner of Record: 39532 Phone _____
Address _____ Email _____
- 4. Engineer: _____ Phone _____
Address _____ Email _____
- 5. Land Surveyor: PATRICK MARTINO Phone 228-396-2283
Address 13010 KAYLEIGH COYE Email PATRICK@MARTINOSURVEYING.COM
- 6. Attorney: BILOXI, MS 39532 Phone _____
Address _____ Email _____

Property Information

- 1. Tax Map Designation: Section 30 Township 7 Range 8
- 2. Is this lot/parcel located in a Platted Subdivision: Yes No Name of Subdivision: N/A
- 3. Zoning of Lot(s): R2
- 4. Current lot area (sq. ft.) 13,340

Regulations of the Unified Development Code:

Lot Split: Section 2.30

Parcel Reconfiguration: 2.43

Plat Amendment: 2.23

Reconfiguration Request

1. Describe lot split reconfiguration request (existing proposed size of lot(s), reason for request, etc.)
2. Has Zoning and Adjustments Board granted any variance exceptions or special permits for this property?
 Yes No If so, please explain and state the date of approval:
3. Has any lot included in this request been previously split or reconfigured? NO
4. Are there any easements or existing structures that would interfere with this lot reconfiguration? NO
5. Are the proposed lots adjacent to public water and sewer lines? YES

LOT SPLIT/ LOT RECONFIGURATION COMPLIANCE CHECKLIST

This checklist to be completed by applicant and verified by City Planning Department.

- Application complete and submitted.
- Application fees paid in full (\$251.00)
- Vicinity map submitted, identifying lot(s) relationship to nearby parcels, roadways, or other landmarks.
- Survey submitted, including all required information (see survey requirements, p. 3)
- Evidence of ownership submitted (tax statement, deed, etc.)
- If corporate ownership, attach a list of all directors, officers, stockholders of each corporation owning more than 5% of any class of stock.
- Affidavit of Ownership and notarized signature submitted (see attached)
- Adequate legal and physical access to all proposed lots is provided (no "land locked" parcels).
- All proposed lots in conformance with lot setback requirements of zoning ordinance.
- All proposed lots in conformance with lot width requirements of zoning ordinance.
- All proposed lots in conformance with lot area requirements of zoning ordinance.
- Neither non-conforming lots nor non-buildable lots are formed as result of proposed split/reconfiguration.
- Proposed split/reconfiguration does not impair existing access, easements, or public improvements.
- There are no outstanding City of Ocean Springs property taxes or special assessments on the original parcel(s). (also stated in Affidavit)
- The split/reconfiguration will not result in significant increases in service requirements (utilities, traffic control, streets, etc.), nor will it interfere with maintaining existing service level (i.e. no additional curb cuts, repaving, etc.)
- If not located in a platted subdivision, this lot has never been previously split.
- Lot reconfiguration will provide for development conformable with existing development and City's Comprehensive Plan.

Survey Requirements for Lot Split/Lot Reconfiguration

Information for Applicant, Items to be included in submittal.

- Date, north arrow and scale
- Parcel ID number(s)
- Existing and proposed lot lines, lot widths, lot areas, and any other lot dimensions
- Existing driveway(s), roads and road easements rights-of-way
- Existing utilities, including any septic tanks or other private utilities
- All existing structures
- Setbacks from existing structures to existing and proposed property lines
- Location of any existing structures on the lots, with nature, location and dimensions
- Any existing and proposed utility or road easements

Next Steps

Once the application is received (with all attachments) and fee is paid, the City will review the package and schedule the request on the next month's Planning Commission agenda. The Planning Commission will make a recommendation to the Board of Alderman, which will approve or reject the request. Applicants are encouraged to attend both the Planning Commission and Board of Aldermen meetings to respond to questions. The Planning Commission meets the 2nd Tuesday of each month at 6:00 pm and the Board of Aldermen meets the 1st and 3rd Tuesday of each month at 6:00 pm. Applicants will be notified when their request will be considered. All meetings occur in the City Hall Board room at 1018 Porter Avenue.

When the approved lot split or lot reconfiguration results in a new deed, the property owner or agent shall record lot split-reconfiguration survey and deed in the Land Records Office (Chancery Clerk) of Jackson County, MS.

Regulations of the Unified Development Code:

Lot Split: Section 2.30

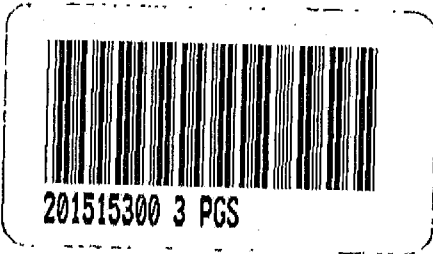
Parcel Reconfiguration: 2.43

Plat Amendment: 2.23

We are asking that you grant us a typical lot split, like others that have been done recently. These lots would also be typical of the lot sizes on our street, Ward Ave (between Government St and Kensington) keeping in character with the existing neighborhood. This property was originally two lots and I am just asking to return it to its (similar) dimensions, of its original configuration.

Thank you for your consideration

Mark Garriga



OFFICIAL RECORDS JACKSON COUNTY
Terry Miller
CHANCERY CLERK
RECORDING FEE: \$12.00
#201515300 BK:1795 PG:860-862
10/02/2015 02:51 PM 3 PGS
HROGERS,DC Rcpt#012622

Prepared By and Return To:
Schwartz, Orgler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 832-8550
Our File #151650

Indexing Instructions:
Section 30, T7S, R8W, Jackson
County, MS

**STATE OF MISSISSIPPI
COUNTY OF JACKSON**

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,

**GRIFFIN EUGENE MYRICK and JOYCE W. MYRICK
4521 HOFFMAN ROAD
MOBILE, AL 36619
(251) 661-0802**

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

**MARK JEFFERSON GARRIGA, an unmarried man
605 WARD AVENUE
OCEAN SPRINGS, MS 39564
(228) 229-0512**

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

ATTACHED HERETO AS EXHIBIT "A"

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 SIGNATURES of the Grantors on this the 28th day of September, 2015.

Griffin Eugene Myrick

GRIFFIN EUGENE MYRICK

Joyce W. Myrick

JOYCE W. MYRICK

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, **GRIFFIN EUGENE MYRICK and JOYCE W. MYRICK**, who acknowledged that they 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 28th day of September, 2015.

(SEAL)

My Commission Expires:



Celeste Paige

NOTARY PUBLIC

EXHIBIT "A"
LEGAL DESCRIPTION

That certain lot or parcel of land described as:

Commencing at the Southeast Corner of the E. R. Moran lot on the West side of Ward Avenue in the Town of Ocean Springs, and running thence South along the West side of Ward Avenue 50 feet; thence West 140 feet, more or less, to the adjoining lot; thence North 50 feet; thence East along the South side of the said Moran lot to the place of beginning; being the same property conveyed to Buford D. Myrick, et al., by Sidney J. Seymour be Deed dated April 14, 1943 and recorded in Book 83 at Page 28, of the Land Deed Records of Jackson County, Mississippi.

ALSO, that certain lot or parcel of land described as:

Commencing at the Southeast Corner of the lot formerly owned by Jane Jackson, now owned by Buford Myrick and Florence Williams Myrick, on the West side of Ward Avenue in the Town of Ocean Springs, and running thence South along the West side of Ward Avenue 40 feet; thence West 120 feet, more or less, to the East side of the Westbrook lot; thence North 40 feet to the South line of said Jane Jackson lot; thence East along the South side of the Jane Jackson lot 120 feet, more or less, to the place of beginning; being the same property conveyed to Buford Myrick by Johanna Weldy by Deed dated June 17, 1944 and recorded in Book 96 at Page 82, of the Deed Records of Jackson County, Mississippi.

Tax Parcel Number: 60130250.000.

**Prepared By and Return to:
Schwartz, Orgler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 832-8550**

**This notice is being mailed to you as the owner of property near the project described below.
Copies are sent via standard mail at the cost of the applicant.**

City of Ocean Springs
Planning Development
P. O. Box 1800
Ocean Springs, MS 39566-1800
228-875-4415

PUBLIC NOTICE

PUBLIC NOTICE is hereby given that the City of Ocean Springs Planning Commission will hold a public meeting in the regular meeting place of the Board of Aldermen located in City Hall at:

1018 Porter Avenue
Ocean Springs, MS, 39564 on

Tuesday, April 14, 2026 @ 6:00 p.m.

Regarding the following:

605 Ward Ave – PIDN: 60130250.000 – Mark Garriga – Requesting approval for a lot split

Written comments related to the above request will be accepted and may be mailed to the City of Ocean Springs Planning Department, Post Office Box 1800, Ocean Springs, MS 39566-1800 or emailed to acrose@oceansprings-ms.gov , edill@oceanpsrings-ms.gov, or rwilliams@oceansprings-ms.gov.

All parties of interest shall have an opportunity to be heard at the public meeting.

I object to the requested lot split
at 605 Ward Ave. I believe the
owner is wanting a lot split to
be able to keep a house he moved
illegally onto the lot 3 years ago.
It has been an eyesore since
then I have no doubt it will
continue to be



Rae Williams

From: Tricia Aultman, MD [REDACTED]
Sent: Saturday, April 4, 2026 7:12 AM
To: Rae Williams; Amanda Crose; Elizabeth Dill
Subject: 605 Ward Ave

RECEIVED
APR 04 2026
BY: SW

To the Planning Commission:

My husband and I, who live at [REDACTED] Porter, oppose the splitting of the lot at 605 Ward. It is an inappropriate use of land in our community.

Thank you

--

Tricia Aultman, MD, FACP
Hospitalist at Singing River Health System

[REDACTED]

RECEIVED

APR 06 2026

BY: 

4/6/2026

TO: City of Ocean Springs
Planning Department
PIDN: 60130750.000

I strongly oppose the "lot split at 605 Wood Ave."
This has been a eye sore for the past 3 years.
Has been told before to remove this house that it
was illegal to start with when he moved it to its
present location.

Once they start "lot splits" it could happen
all up and down the streets.

"I oppose", thank you for considering
my opinion on this matter.

To Planning Commission
From Resident of Ward Ave
Date 040826

RECEIVED
APR 09 2026
BY: E. Dill

As a resident of Ward Ave please deny the request from 605 Ward Ave to divide the lot. Ocean Springs does not need to cram homes in every possible lot Thank you and go green

The Minutes of the City of Ocean Springs
Zoning & Adjustment Board
Tuesday, March 10, 2026

1. Call meeting to order

A meeting of the City of Ocean Springs Zoning and Adjustment Board was called to order by Vice Chairman David Hayden at 5:00 p.m. on Tuesday, March 10, 2026. Members present were William Thompson, Lethel Bowden, and Don Atwell. Absent, Nick Grant. Also present were Amanda Crose, Planning Director, and Elizabeth Dill, Planning Technician.

A motion was made by William Thompson and seconded by Don Atwell to amend the agenda for the March 10, 2026 meeting to reflect a Regular Meeting instead of a Special Call Meeting as stated on the agenda. The motion carried unanimously.

2. Approval of Minutes

- a) February 10, 2026

A motion was made by William Thompson, seconded by Don Atwell, to approve the minutes of the February 10, 2026, meeting as presented. The motion unanimously carried.

3. Old Business

- a) None

4. New Business

- a) **512 Dewey Ave – PIDN: 60137336.000 – Kelly Lane-Fore – Request approval of a variance of the side setback from 10’ to 7’ on the north side of the property to construct an addition per the provided site plan**

Amanda Crose, Planning Director, introduced the request for a variance to reduce the required setback from 10’ to 7’ on the north side of the property to construct an addition to the existing house. The subject property is zoned R-2 Low-Medium Density with a single-family residential dwelling.

Ms. Crose stated in the R-2 zoning District the minimum lot area is 11,250 square feet and the minimum lot width is 80’. The current square footage is approximately 9,025 and width of approximately 55’; therefore, the property does not meet the minimum requirements of the R-2 zoning district.

The applicant, Kelly Lane-Fore, or a representative, was present at this time to represent the case.

A motion was made by Don Atwell, seconded by Lethel Bowden to table the application for 512 Dewey Ave until next available meeting so the applicant can be present. The motion unanimously carried.

b) 279 Holcomb Blvd – PIDN: 61135041.050 – Matthew & Virginia Stebly – Requesting a variance of the rear yard setback from 25’ to 10’ to construct an addition to the existing house

Amanda Crose, Planning Director, introduced the request for a variance stating this property is a portion of Lot 41 Replat of Holcomb Subdivision after receiving approval from the Board of Aldermen June 21, 2005 for a lot split application.

The applicant is requesting to reduce the required rear setback from 25’ to 10’ on the west side of the property to construct a 500 square foot addition to the rear of the existing house. The subject property is zoned R-1 Low-Density Single-Family Detached Residential.

Ms. Crose stated that in R-1 zoning, the minimum lot area is 13,500 square feet; however, the survey reflects 11,096 square feet. She further stated that the minimum lot width is 100 feet, while the survey reflects a width of 80 feet. The property does not meet the minimum requirements of the R-1 district.

A letter of concern was received on March 6, 2026, from Danielle and Katie Schroeder who reside at 410 White Blvd and was included in the ZAB packet.

The applicant, Virginia Stebly, stated the proposed addition would enlarge an existing small bedroom. She stated that due to the layout of the house, with the kitchen at the front and the garage on the side, the proposed location is the only feasible area for the addition.

Commissioner Thompson asked whether the applicant had considered locating the addition at the front of the house, noting that there appeared to be a significant amount of space in front of the property.

Ms. Stebly stated they purchased the home and not the original owners. She is unaware of the reason the dwelling was constructed so far back on the property. She explained that the front of the house consists of the driveway, garage, front entry, and kitchen, and placing the addition in the front would require reconfiguring the entire layout of the house.

Commissioner Bowden expressed concern regarding the neighbor behind the property who submitted the letter of concern. She asked whether the applicant had considered enclosing the existing garage for a bedroom, then constructing a new garage at the front of the property, given the available space.

The contractor, Michael Mount, stated the addition is designed to be as economical as possible. He explained there is an existing porch at the 10' setback, and the proposed addition would extend 5' into the setback. He noted due to the location of the staircase, expanding inward is not feasible.

Commissioner Atwell stated the Zoning and Adjustment Board is only authorized to recommend a 25% variance, while the applicant is requesting a 40% variance.

The applicant stated she was unaware of the details of the opposition letter. Planning Director, Amanda Crose, read the letter of concern from the Schroeder's into the record. The letter expressed concerns about reducing the rear setback stating it would bring the dwelling closer to their property line, negatively impacting privacy and enjoyment of their backyard.

Commissioner Atwell questioned what the setback would be if they approved a 25% variance of the required 25'. Ms. Crose stated 25% would be a request of 18.75'

A motion was made by William Thompson, seconded by Lethel Bowden to recommend denial of a variance of a rear yard setback from the required 25' to 10' on the west side of the property. The motion carried unanimously.

A second motion was made by William Thompson to recommend approval of a variance of a rear yard setback from the required 25' to 18.75' (25% variance) to construct a 500 square foot addition at the rear of the existing house due to exceptional narrowness of the property. The motion died for lack of a second.

a). 512 Dewey Ave – PIDN: 60137336.000 – Kelly Lane-Fore – Request approval of a variance of the side setback from 10' to 7' on the north side of the property to construct an addition per the provided site plan

A motion was made by Don Atwell, seconded by William Thompson, to reconsider the new business regarding the variance request as the applicant is now present. The motion carried unanimously.

Amanda Crose, Planning Director, stated application was presented at the beginning of the meeting and invited the applicant to address the Commissioners and provide any additional information regarding the case.

Kelly Lane-Fore, stated she did not fully utilize her variance previously granted for the south side yard setback, and believed she would like to requesting a 7' variance on the north side of her property. She noted the city parking lot abuts her property to the north.

Vice Chairman Hayden stated the 25% allowable recommendation from ZAB would constitute a request of a 7'-6" side yard setback.

A motion was made by William Thompson, seconded by Lethel Bowden to recommend approval of the side yard setback from 10' to 7'-6" due to the exceptional narrowness of the property to construct an addition on the north side.

5. Audience Request

- a) None

6. Adjourn

A motion was made by William Thompson, seconded by Lethel Bowden to adjourn the meeting. The motion carried unanimously.

The meeting adjourned at 5:42 p.m.

The Minutes of the City of Ocean Springs
Historic Preservation Commission
Thursday, March 12, 2026

1. Call meeting to order

Chairman Bonnie Munro called the meeting to order on Thursday, March 12, 2026, at 6:00 p.m. Commission members present were Kathy Stafford, Owen White, Karen Chewning, and Robert Brown. Absent, Susan Wooten and Charles Fowler. Also, present were Amanda Crose - Planning Director, Elizabeth Dill - Planning Technician, and Rae Williams – Planning Office Administrator.

2. Approval of Minutes

- a. February 12, 2026

A motion was made by Owen White, seconded by Kathy Stafford to accept February 12, 2026, meeting minutes. The motion carried unanimously.

3. Old Business

- a. None

4. New Business

- a. **315 Front Beach Drive - PIDN: 61260003.000 - Edward Aldridge - Requesting a Certificate of Appropriateness (COA) to construct a 1 ½' – 2' tall brick wall at the driveway entrance**

Chairman Munro called for a representative for the application, but no one was in attendance.

A motion was made Kathy Stafford, seconded by Owen White, to move Item 4a to the end of the meeting. The motion carried unanimously.

- b. **1211 Bowen Ave - PIDN: 60137096.000 - Patrick Mason Gray - Requesting a Certificate of Appropriateness (COA) to construct a 12' x 35' gravel driveway connecting to the existing walkway and to paint the exterior brick house with an off-white masonry limewash**

Amanda Crose, Planning Director, introduced the request for a Certificate of Appropriateness (COA) to construct a 12' x 35' gravel driveway located on the front west side of the property connecting to the existing walkway. Also, to paint the exterior brick house with an off-white masonry limewash with three potential color options including Avorio White, Bianco White, and Cristallo White.

The National Register lists this house as non-contributing. The driveway will be constructed out of small gravel consistent with the neighboring driveways.

The applicant, Partick Mason Gray, was present to represent and answered questions from the commissioners.

A motion was made by Karen Chewning, seconded by Robert Brown, to recommend approval of the Certificate of Appropriateness (COA) to construct a 12' x 35' gravel driveway connecting to the existing walkway and to paint the exterior brick house an off-white masonry limewash with three potential color options including Avorio White, Bianco White, and Cristallo White. The motion carried unanimously.

c. 525 Jackson Ave - PIDN: 60137098.000 – Haley Martin – Request for a Certificate of Appropriateness (COA) to removed and replace the existing limestone driveway with a combination of concrete and brick pavers, and remove and replace the existing concrete walkway with brick pavers

Amanda Crose, Planning Director, introduced the request for a Certificate of Appropriateness (COA) to remove and replace the existing limestone driveway with a combination of concrete and brick pavers, and remove and replace the existing concrete walkway with brick pavers. The National Register lists this house as contributing.

A representative was present to represent the case; however, no questions were asked by the commissioners.

A motion was made by Owen White, seconded by Karen Chewning, to recommend approval of the Certificate of Appropriateness (COA) to remove and replace the existing limestone driveway with a combination of concrete and brick pavers, and remove and replace the existing concrete walkway with brick pavers. The motion carried unanimously.

d. 1217 Sunset Ave – PIDN: 60119030.110 – Jeremy & Melissa Holland – Request for Certificate of Appropriateness (COA) to construct a 6' x 53' elevated platform along the southwest side of the residence, connecting the existing front and rear porches, install a 4' black fence along the southwest side property line and bulkhead, and extend the existing garage toward the rear of the property by 16'

Amanda Crose, Planning Director, introduced the request for a Certificate of Appropriateness (COA) to construct a 6' x 53' elevated platform along the southwest side of the residence, connecting the existing front and rear porches with like finishes, install a 4' black fence along the southwest side property line and bulkhead, and extend the existing garage toward the rear of the property by 16'.

After recommendation from The Zoning and Adjustment Board, the Board of Aldermen (BOA) granted a variance reducing the southwest side setback requirement from 10 feet to 6 feet to allow construction of the porch.

The applicant, Jeremy Holland, was present to represent his case and answer questions from the commissioners.

A motion was made by Kathy Stafford, seconded by Karen Chewning, to approve a Certificate of Appropriateness (COA) to construct a 6' x 53' elevated platform along the southwest side of the residence, connecting the existing front and rear porches with like finishes, install a 4' black fence along the southwest side property line and bulkhead, and extend the existing garage toward the rear of the property by 16' with like finishes

for 1217 Sunset Ave. The motion was carried unanimously.

- a. 315 Front Beach Drive - PIDN: 61260003.000 - Edward Aldridge - Requesting a Certificate of Appropriateness (COA) to construct a 1 ½' – 2' tall brick wall at the driveway entrance**

Chairman Munro returned to Agenda Item 4a and asked if the applicant, Mr. Aldridge was in attendance. Due to not having a representative present, a motion was made by Owen White, seconded by Kathy Stafford to table until next month's meeting. The motion carried unanimously.

5. Audience Request

- a. None

6. Administrative

- a. None

7. Adjourn

A motion was made by Owen White, seconded by Karen Chewning, to adjourn the meeting. The motion carried unanimously.

The meeting ended at 6:09 p.m.



Bobby Cox | Mayor
Matthew Hinton | Alderman at Large
Steve Tillis | Alderman Ward 1
Karen Stennis | Alderman Ward 2

Kevin Wade | Alderman Ward 3
Shannon Pfeiffer | Alderman Ward 4
Rob Blackman | Alderman Ward 5
Julie Messenger | Alderman Ward 6



228.875.4236 | www.oceansprings-ms.gov

MEMORANDUM

To: Mayor & Board of Aldermen

From: Amanda Crose, Planning Director

Re: Approve a request for Certificate of Appropriateness (COA) to remove the existing fence and construct a 4' tall white vinyl picket fence in the same exact location as the existing fence at 921 Ocean Ave & 309 Washington Ave - PIDN: 60137394.000 & 60137392.000; HPC recommends approval

Section: CONSENT AGENDA

Meeting Date: April 21, 2026

On Thursday, April 16, 2026, the Historic Preservation Commission (HPC) held a public meeting to consider the request for a Certificate of Appropriateness (COA) to remove the existing fence and construct a 4' tall white vinyl picket fence in the same exact location as the existing fence at 921 Ocean Ave and 309 Washington Ave.

The applicant, Greg Worch, for The First Presbyterian Church of Ocean Springs was present to answer questions about the application.

After reviewing the application, the Historic Preservation Commission voted unanimously, with one commissioner absent, to approve the request for a Certificate of Appropriateness to replace the existing 4' tall wood picket fence with a 4' tall white vinyl picket fence in the same location.

**CITY OF OCEAN SPRINGS
PLANNING DEPARTMENT
POST OFFICE BOX 1800
OCEAN SPRINGS, MS 39566-1800
228-875-4415**

HISTORIC PRESERVATION COMMISSION REPORT

MEETING DATE: April 16, 2026

APPLICANT: Greg Worch / First Presbyterian Church

OWNER: First Presbyterian Church of Ocean Springs, LLC

REQUESTED ACTION: Certificate of Appropriateness (COA)

DATE OF APPLICATION: February 13, 2026

LOCATION: 921 Ocean Ave & 309 Washington Ave – Ward 2
Old Ocean Springs Historic District

PARCEL NUMBERS: 60137394.000 (921 Ocean Ave)
60137392.000 (309 Washington Ave)



Figure 1. Historic Preservation Commission Signage

I. REQUEST SUMMARY:

The applicant, Greg Worch, is requesting approval of a Certificate of Appropriateness (COA) to replace the existing 4' tall white wood picket fence with a 4' tall white vinyl picket fence in the same location.



Figure 2. Existing 4' tall white wood picket fence



Figure 3. Proposed 4' tall white vinyl picket fence

III. OLD OCEAN SPRINGS HISTORIC DISTRICT:

The Old Ocean Springs Historic District, located south and west of the city's central business district, is notable for its history of mixed use, particularly along Jackson and Washington avenues, combining residential, commercial, and professional functions. The district features a rich collection of high-style architecture adapted to the Gulf Coast climate, reflecting Ocean Springs' development as a resort community. It includes a dense concentration of street-oriented properties showcasing a diversity of architectural styles, local adaptations, and building forms, with Greek Revival, Queen Anne, and Craftsman styles predominating on Creole cottages, Planter's cottages, shotgun houses, and bungalows. Climatic influences are evident in the limited number of chimneys and abundant porches. The district also contains churches, community buildings, and numerous residences adapted for modern non-residential uses.

IV. OCEAN SPRINGS HISTORIC DESIGN GUIDELINES:

Fences: Traditionally, fences and walls served several purposes ranging from marking boundaries, keeping animals in or out, and stopping erosion. Picket fences are the most common fence type within Ocean Springs' historic districts, with some examples of wrought iron fencing and masonry retaining walls. Historically, fence purposes have remained largely consistent, with the primary contemporary exception being privacy. New fences should closely reflect established district precedents; front yard fences should not exceed four feet in height and should feature open, non-solid designs, while backyard privacy fences are acceptable.

V. FINDINGS:

- NR Status: Contributing - Contributing buildings are essential to the district's sense of place and help maintain the architectural and historic significance of the district.
- The proposed fence will be installed in the same location as the existing fence, will be constructed of vinyl rather than wood, and will not exceed four feet in height.

VI. PUBLIC NOTICES:

- Historic Preservation Commission yard sign was posted on property on March 30, 2026.
- Notifications were mailed to adjacent property owners within a 500-foot radius on March 30, 2026.

VII. PUBLIC FEEDBACK

None received as of April 10, 2026

VIII. POTENTIAL MOTION

A motion to recommend **approval** of a Certificate of Appropriateness to replace the existing 4' tall white wood picket fence with a 4' tall white vinyl picket fence in the same location.

-OR-

A motion to recommend **denial** of a Certificate of Appropriateness to replace the existing 4' tall white wood picket fence with a 4' tall white vinyl picket fence in the same location.



City of Ocean Springs
 Historic Preservation Commission
 1018 Porter Ave /PO Box 1800 Ocean Springs, MS 39564
 (228) 875-4415

— CERTIFICATE OF APPROPRIATENESS APPLICATION —

Application Date: 2/13/26
 [Applications are due by the 7th of each month for consideration the FOLLOWING month.]

APPLICATION FEE: \$51.00 – Cash, Check (Payable to CITY OF OCEAN SPRINGS), C/C – 3% fee
 \$1.00 fee is per Ordinance 2022-17 following requirements of Section 25-60-5 MS Code Annotated
 ***** APPLICANT MUST ATTEND HEARING *****
 applicant responsible for all public mailer fees

Property Address: 921 Ocean Ave + 309 Washington Ave
 Property Owner(s): First Presbyterian Church of Ocean Springs, LLC
 Parcel ID Number: 60137394.000 60137392.000 Approximate Age of Home: 70 yrs old

ACCESS: Upon application submittal, City Officials and HPC Members are authorized to enter property to view proposal unless checked below.

Check here if City Officials and HPC members **DO NOT** have permission to enter property.

Applicant [Check one]: Architect Contractor Owner Other _____

Name: Greg Worch, Exec Director
 Address: 921 Ocean Ave Ocean Springs
 City: Ocean Springs State: MS Zip: 39564
 Phone: 228 875 5326 Email: greg@fpcosms.com

Property Owner [if Different]:
 Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

DIRECTIONS: Check box which best represents your request (more than one box may be checked), and **ATTACH** the corresponding checklist to help ensure a complete application.

- New Construction, Additions, Extensive Renovation / Repair
- Minor Renovation / Repair
- Exterior Painting (Contributing Structures Only)
- Landscaping and Site Improvements (i.e. Fencing)
- Signage
- Demolition

PLEASE CHECK DISTRICT/LISTING

- | | | |
|---|---|---|
| <input type="checkbox"/> BOWEN | <input type="checkbox"/> MARBLE SPRINGS | <input type="checkbox"/> SHEARWATER |
| <input type="checkbox"/> INDIAN SPRINGS | <input checked="" type="checkbox"/> OLD OCEAN SPRINGS | <input type="checkbox"/> SULLIVAN-CHARNELY |
| <input type="checkbox"/> LOVER'S LANE | <input type="checkbox"/> RAILROAD | <input type="checkbox"/> INDIVIDUAL LISTING |

Requirements:

- PROOF OF OWNERSHIP REQUIRED
- All work in the Historic District OR on Individually Listed Structures must comply with the *City of Ocean Springs Historic District Design Guidelines*. The Guidelines are available at City Hall and for review at the Ocean Springs Library. This form must be completed in its entirety, with any attachments, before Historic Preservation Commission (HPC) consideration will be scheduled. Incomplete applications can result in project delays.
- Architectural plans and rendering are encouraged; if not available, roughly scaled and dimensional drawings will suffice. Documentation must be provided in a format that can be easily copied for the design process. Architectural drawing, construction details, landscape plans, etc., should be printed on paper no larger than 11" X 17". HPC is concerned with exterior features. Interior floor plans and features are not necessary.
- **SIGN:** A sign will be placed in the front yard of the property prior to the HPC meeting to notify surrounding property owners of pending application. If the sign is not returned a \$ 25.00 fee will be assessed with the building permit.

Notes:

- Certificate of Appropriateness (COA) remains in force for two (2) years and may be extended for one (1) additional year. However, if a period of one (1) year passes and no initial construction has occurred, the COA is voided, and a new application must be submitted and approved before work may begin.
- Certificate of Appropriateness does not relieve the Property Owner from the responsibility of obtaining any other required permits. Building and other permits may be required, even if a COA is not required. For more information contact the Building Department at (228) 875-6712.
- The information on this application represents an accurate description of the proposed work and the undersigned has omitted nothing which might affect the decision of the Commission. The undersigned hereby certifies that the project described in the application, as detailed by plans and specification attached, will be constructed in exact accordance with aforesaid plans and specifications. It is understood that a Building Permit will be required in addition to the Certificate of Appropriateness. Oath not required, but answer subject to rules of perjury.

First Presbyterian Church / Greg Worch _____
Printed Name of Owner Signature of Owner

Printed Name of Authorized Agent Signature of Authorized Agent

Feb 13, 2026
Date

******* APPLICANT MUST ATTEND HEARING *******

— CERTIFICATE OF APPROPRIATENESS APPLICATION —

DESCRIPTION OF REQUEST ATTACHMENT FOR:

MINOR RENOVATION OR REPAIR

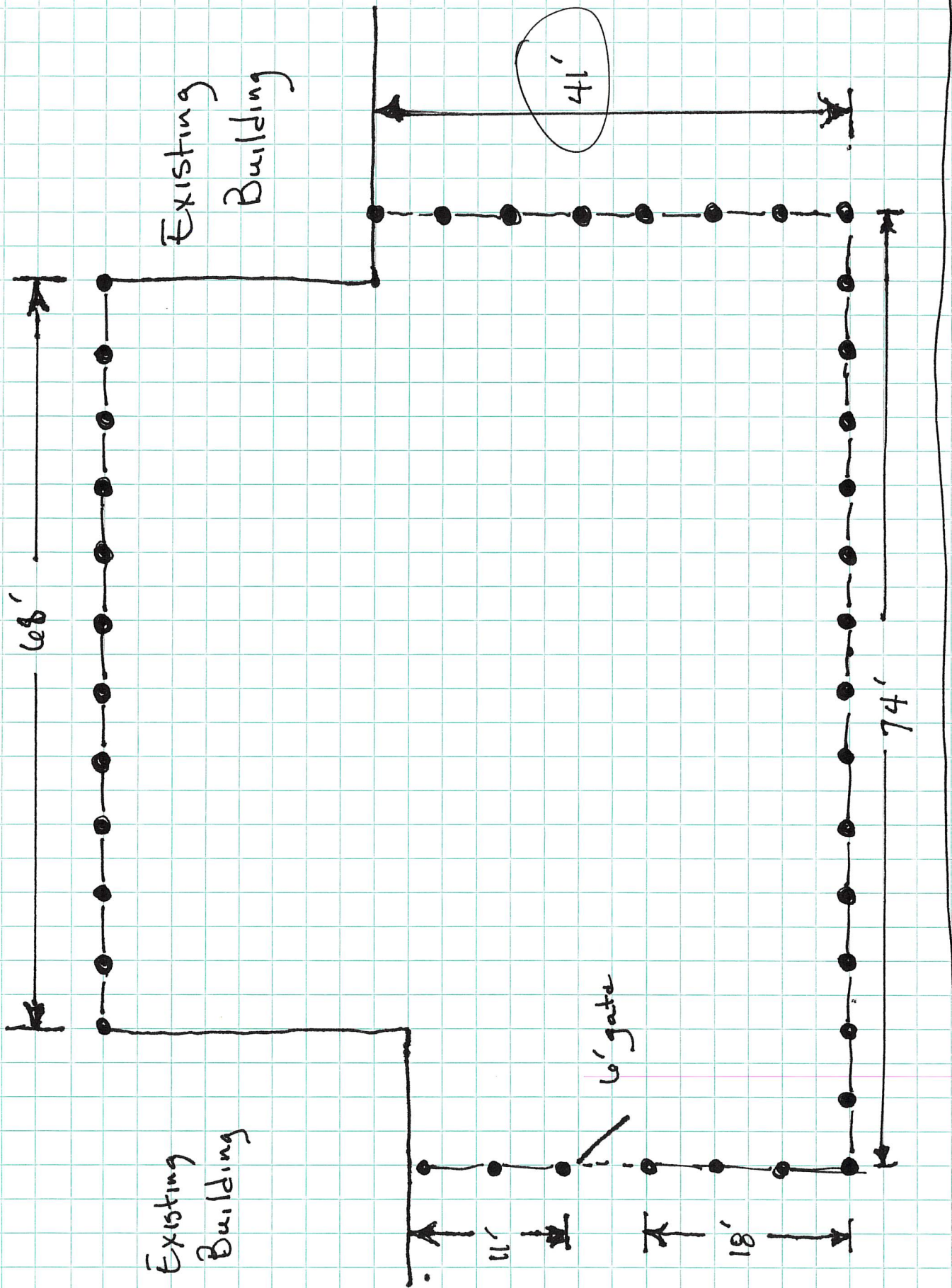
NOTE: Architectural plans and rendering are encouraged; if not available, roughly scaled and dimensional drawings will suffice. Documentation must be provided in a format that can be easily copied for the design process. Architectural drawing, construction details, landscape plans, etc., should be printed on paper no larger than 11" X 17". HPC is concerned with exterior features. Interior floor plans and features are not necessary.

Required Attachments:

1. For work which includes changes to the exterior of existing buildings, the following is required:
 - a. Elevations;
 - b. Floor Plans; and
 - c. Photographs of each face of the building to be renovated with details of the areas of work.

Description: Proposal is to replace a decaying white fence
with a new white fence with similar architectural
features. Existing & new fence are 4' tall. Dimensions
and location of the new fence matches the existing
structure. Existing fence is wood, new fence is vinyl as
pictured in the accompanying photos.

— Attach Additional Sheets if Needed —





EXISTING FENCE



EXISTING FENCE

PROPOSED FENCE



BOOK 549 PAGE 139

STATE OF MISSISSIPPI

COUNTY OF JACKSON

WARRANTY DEED

For and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, I, GAY PITTS SEARCY KING, do hereby sell, convey and warrant unto RUSSELL MORAN and GEORGE GRANITZ, as Trustees, or their successor in office, for the FIRST PRESBYTERIAN CHURCH OF OCEAN SPRINGS, I the following described property, together with all improvements thereon, situated and being in Jackson County, Mississippi, to-w

From the Northwest corner of the said Section 37, run South 2159 feet and East 1443 feet to the intersection of the North margin of Ocean Avenue with the West margin of Washington Avenue and North along the West margin of Washington Avenue 145.5 feet to the point of beginning; run thence North $83^{\circ} 45'$ West 185.5 feet; thence North $4^{\circ} 17'$ East 151.2 feet; thence South $85^{\circ} 45'$ East 174.0 feet to the West margin of Washington Avenue, thence South along the West margin of Washington Avenue 152.0 feet to the point of beginning; being further described as the North 152 feet of Lot 1, Block 125, Map 5 of the City of Ocean Springs, assessment map.

This conveyance is subject to all restrictions, easements and reservations affecting said property of record in the Office of the Chancery Clerk of Jackson County, Mississippi.

Advalorem taxes for the year 1975 are pro-rated as of the date of this instrument between the parties herein.

WITNESS my signature, this the 5 day of December, 1975.


GAY PITTS SEARCY KING

in and for the aforesaid jurisdiction, acknowledged that she signed and delivered the above and foregoing mentioned.

STATEMENT OF FEES

STATE OF MISSISSIPPI — JACKSON COUNTY

Filing 5¢
Recording Wds.
@ 15¢ per 100
Certificate 50¢
Indexing 15¢ for
each separate Subdivision
Total Fees \$1.60

I, Wilbur G. Dees, Clerk of the Chancery Court of said County, certify that the within Instr was filed in my office for record on the 9th day of December 1975 at 1 o'clock A. M. and was duly recorded on the 11th day of December in Land Deed Book No. 549 Pages 139-40 in my office.

GIVEN under my hand and seal of office this 11th day of December A.D.,

Wilbur G. Dees
WILBUR G. DEES, Chancery Clerk

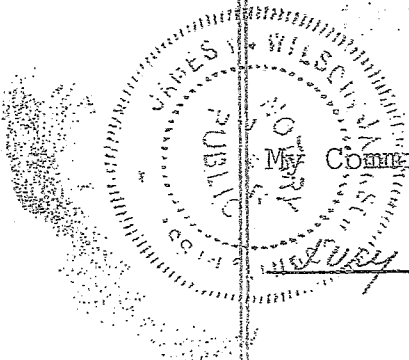
Form No. 106

STATE OF MISSISSIPPI

COUNTY OF JACKSON

PERSONALLY appeared before me, the undersigned and in and for the aforesaid jurisdiction, Gay Pitts Searcy King acknowledged that she signed and delivered the above and for instrument on the day and in the year therein mentioned.

GIVEN under my hand and official seal of office, the 5th day of December, 1975.



James P. Wilcox
NOTARY PUBLIC

My Commission Expires:

JULY 27, 1977

STATE OF MISSISSIPPI
COUNTY OF JACKSON

WARRANTY DEED
IN DONATION

FOR AND IN CONSIDERATION of the sum of Ten and no/100th Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, WE, ALBERT BRUCE DUCKETT, and wife ALICE PULLIAM DUCKETT (one and the same person as ALICE P. DUCKETT), do hereby sell, convey, donate, and warrant unto the TRUSTEES for the FIRST PRESBYTERIAN CHURCH OF OCEAN SPRINGS, Ocean Springs, Mississippi, said Trustees currently being E.W. HALSTEAD, JR., GUS H. PUHLE, and RUSSELL D. THOMPSON, or their successors, the following described property situated in the City of Ocean Springs, County of Jackson, State of Mississippi, and more particularly described as follows, to-wit:

PARCEL A:

That parcel of land lying and being situated in Section 37, Township 7 South, Range 8 West, Ocean Springs, Jackson County, Mississippi, and more particularly described as follows to-wit:

Commencing at a point on the South margin of West Calhoun Avenue, which point is 266 feet East of the East line of Jackson Avenue; from said point run thence South 04 degrees 47 minutes 59 seconds West a distance of 183.09 feet to the POINT OF BEGINNING; from said P.O.B.; run thence South 82 degrees 58 minutes 50 seconds East a distance of 96.64 feet to a point, thence run South 03 degrees 58 minutes 24 seconds West a distance of 21.40 feet to a point, thence run South 07 degrees 15 minutes 52 seconds West a distance of 45.39 feet to a point, thence run North 82 degrees 58 minutes 50 seconds West a distance of 95.00 feet to a point, thence run North 04 degrees 47 minutes 59 seconds East a distance of 66.81 feet to the P.O.B., containing 6,425 square feet, or approximately 0.147 acres. Said parcel being a part of that property conveyed to Grantors by deed recorded in Book 665 at Page 471 of the Deed Records of Jackson County, Mississippi.

AND ALSO;

PARCEL B:

That parcel of land lying and being situated in Section 37, Township 7 South, Range 8 West, Ocean Springs, Jackson County, Mississippi, and more particularly described as follows to-wit:

Commencing at the Southwest corner of West Calhoun and Washington Avenues in the city of Ocean Springs; thence running North 84 degrees West along the South margin of West Calhoun Avenue a distance of 156 feet to a point, thence continue North 84 degrees West and along said South margin of West Calhoun Avenue a distance of 120 feet; thence run South 5 degrees West a distance of 183.21 feet; to the POINT OF BEGINNING; from said P.O.B., run thence South 82 degrees 58 minutes 50 seconds East a distance of 111.62 feet to a point, thence run South 09 degrees 30 minutes 25 seconds West a

distance of 9.85 feet to a point, thence run North 82 degrees 44 minutes 09 seconds West a distance of 17.00 feet to a point, thence run South 07 degrees 15 minutes 52 seconds West a distance of 12.00 feet, thence run North 82 degrees 44 minutes 09 seconds West a distance of 93.00 feet to a point, thence run North 03 degrees 58 minutes 24 seconds East a distance of 21.40 feet to the P.O.B.; containing 2188 square feet, or approximately 0.050 acres. Said parcel being a part of that property conveyed to Grantors by deed recorded in Book 456 at Page 374 of the Deed Records of Jackson County, Mississippi; and in Book 949 at Page 114 of said records.

THIS CONVEYANCE is made subject to any and all record restrictive covenants, rights-of-way, easements and pri reservations of any oil, gas and mineral rights.

AD VALOREM TAXES for the year 1992 are prorated to da between the parties for the parcels described above and are assum by the Grantee herein.

WITNESS OUR SIGNATURES, this the 19 day of October, 199

Albert Bruce Duckett
ALBERT BRUCE DUCKETT

Alice Pulliam Duckett
ALICE PULLIAM DUCKETT
(one and the same person as Alice P. Duckett)

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

PERSONALLY appeared before me, the undersigned authority and for the state and county aforesaid, the within named, ALBERT BRUCE DUCKETT, and wife, ALICE PULLIAM DUCKETT (one and the same person as ALICE P. DUCKETT), who acknowledged that they executed and delivered the foregoing instrument on the day and year there mentioned.

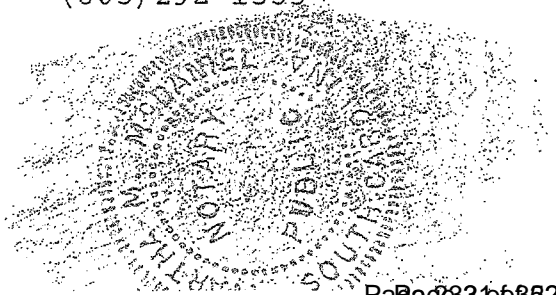
GIVEN UNDER MY HAND AND SEAL this the 19th day of October 1992.

Matthew M. McDaniel
NOTARY PUBLIC

My Commission Expires:
March 26, 1999

GRANTEE:
P.O. Box 668
Ocean Springs, MS 39564
(601) 875-5326

GRANTORS:
15 Homewood Avenue
Taylors, South Carolina 29688
(803) 292-1335



**This notice is being mailed to you as the owner of property near the project described below.
Copies are sent via standard mail at the cost of the applicant.**

City of Ocean Springs
Planning Department
P.O. Box 1800
Ocean Springs, MS 39566-1800
228-875-4415

PUBLIC NOTICE

PUBLIC NOTICE is hereby given that the City of Ocean Springs Historic Preservation Commission will hold a public meeting in the regular meeting place of the Board of Aldermen located in City Hall at:

1018 Porter Avenue
Ocean Springs, MS, 39564

Thursday, April 16, 2026 @ 6:00 PM

Regarding the following:

921 Ocean Ave PIDN: 60137394.000 & 309 Washington Ave – PIDN: 60137392.000 – First Presbyterian Church of Ocean Springs – Request for a Certificate of Appropriateness (COA) to replace the existing 4' tall white wood picket fence with a 4' tall white vinyl picket fence in the same location

Written comments related to the above request will be accepted and may be mailed to the City of Ocean Springs Planning Department, Post Office Box 1800, Ocean Springs, MS 39566-1800 or emailed to acrose@oceansprings-ms.gov , edill@oceansprings-ms.gov, or rwilliams@oceansprings-ms.gov

All parties of interest shall have an opportunity to be heard at the public meeting.



Bobby Cox | Mayor
Matthew Hinton | Alderman at Large
Steve Tillis | Alderman Ward 1
Karen Stennis | Alderman Ward 2

Kevin Wade | Alderman Ward 3
Shannon Pfeiffer | Alderman Ward 4
Rob Blackman | Alderman Ward 5
Julie Messenger | Alderman Ward 6



228.875.4236 | www.oceansprings-ms.gov

MEMORANDUM

To: Mayor & Board of Aldermen

From: Carolyn Martin, Grants Administrator
Sarah Harris, Project Manager

Re: Authorization to Execute Change Order #1 for the Lift Station Improvements Related to the ARPA/MCWI Downtown Sewer Improvement Project – 455-1-CW-5.5 – Jumeaux, Inc. to deduct \$6.62

Section: CONSENT AGENDA

Meeting Date: April 21, 2026

The lift station rehabilitation element of the ARPA/MCWI funded Downtown Sewer Improvement project is underway by Jumeaux, Inc. in the amount of \$2,677,700.00. Due to the need to add pay items, and adjustment of quantities in other pay items, the net result is a reduction of \$6.62 for a new contract amount of \$2,677,693.38.

I respectfully request authorization to execute Change Order #1 for the Downtown Lift Station Improvement project as recommended.

April 15, 2026

City of Ocean Springs
1018 Porter Avenue
Ocean Springs, Mississippi 39564

**RE: Change Order 1 Recommendation
Downtown Sewer System Rehabilitation – Lift Stations**


Ladies and Gentlemen:

This change order is due to the necessary addition of pay items to address field conditions and operational needs identified during construction, particularly at Lift Station 88. The added work includes increasing the fence height from six to eight feet per city request, reconstructing two stormwater catch basins due to a failed culvert on Martin Avenue, and constructing a generator platform at Lift Station 88.

Remaining quantities have been adjusted to actual field conditions and completed pay items have been reconciled to final field measured quantities. This change order results in no increase in the contract price and does not add contract time. The overall contract price shall decrease by \$6.62.

For the aforementioned reasons provided, we recommend the City approve the change order to ensure uninterrupted progress on this project. For any questions or additional information, please contact us.

Sincerely,



Andrew Levens, P.E.

Change Order
No. 1

Date of Issuance: 4/14/2026 Effective Date: 4/21/2026

Project:	Owner: City of Ocean Springs	Owner's Contract No.:
Contract:	Downtown Sewer System Rehabilitation - Lift Stations	Date of Contract: 6/17/2025
Contractor:	Jumeaux, Inc.	Engineer's Project No.: 1294

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

1. This change order is due to adjust contract quantities to be reflective of the remaining work. This change order also serves to add pay items for the increased fence height at Lift Station 88 from 6' to 8', the cast in place grate inlet on Martin Ave, and the generator platform for Lift Station 88.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:
\$2,677,700.00

(Decrease) in Contract Price from previous Change Orders No.
n/a to No. n/a
\$0.00

Contract Price prior to this Change Order:
\$2,677,700.00

(Decrease) in Contract Price due to this Change Order:
(\$6.62)

Revised Contract Price incorporating this Change Order:
\$2,677,693.38

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working Days Calendar days
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

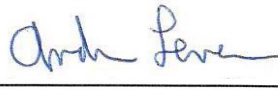
Change in Contract Time from previous Change Orders No.
n/a to No. n/a
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

Contract Times prior to this Change Order:
Substantial completion (days or date): 8/11/2026
Ready for final payment (days or date): _____

Change in Contract Time due to this Change Order:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

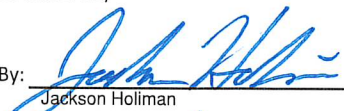
Contract Times incorporating this Change Order:
Substantial completion (days or date): 8/11/2026
Ready for final payment (days or date): _____

RECOMMENDED:
(ENGINEER)

By: 

Date: 4/15/26

ACCEPTED:
(CONTRACTOR)

By: 
Jackson Holiman

Date: 4/15/2026

ACCEPTED:
(OWNER)

By: _____

Date: _____

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
BASE BID								
01505-01	MOBILIZATION	1	LS \$ 125,000.00	\$125,000.00	0	\$0.00	1	\$125,000.00
02050-01	REMOVAL OF PAVEMENT (ALL TYPES & THICKNESSES)	400	SY \$ 40.00	\$16,000.00	2	\$80.00	402	\$16,080.00
02050-02	REMOVAL OF DRIVEWAY (ALL TYPES & THICKNESSES)	152	SY \$ 40.00	\$6,080.00	8	\$320.00	160	\$6,400.00
02050-03	REMOVAL OF CURBING (ALL TYPES)	30	LF \$ 20.00	\$600.00	(4)	-\$80.00	26	\$520.00
02050-04	REMOVAL OF SEWER MANHOLE	5	EA \$ 3,000.00	\$15,000.00	0	\$0.00	5	\$15,000.00
02050-05	REMOVAL OF SEWER MAIN	473	LF \$ 64.00	\$30,272.00	20	\$1,280.00	493	\$31,552.00
02050-06	REMOVAL OF 4" SEWER FORCE MAIN	40	LF \$ 10.00	\$400.00	218	\$2,180.00	258	\$2,580.00
02050-07	REMOVAL OF 8" WATER MAIN	65	LF \$ 14.00	\$910.00	8	\$112.00	73	\$1,022.00
02050-08	FLOWABLE FILL 4" FM	275	LF \$ 6.00	\$1,650.00	(275)	-\$1,650.00	0	\$0.00
02050-09	FLOWABLE FILL 8" FM	410	LF \$ 9.00	\$3,690.00	0	\$0.00	410	\$3,690.00
02050-10	REMOVAL OF PUMP STATION NO. 2	1	EA \$ 80,000.00	\$80,000.00	0	\$0.00	1	\$80,000.00
02500-11	REMOVAL OF PUMP STATION NO. 88	1	EA \$ 120,000.00	\$120,000.00	0	\$0.00	1	\$120,000.00
02111-01	CLEARING & GRUBBING	1	LS \$ 50,000.00	\$50,000.00	0	\$0.00	1	\$50,000.00
02221-01	SELECT BEDDING (FM)	600	CY \$ 125.00	\$75,000.00	(500)	-\$62,500.00	100	\$12,500.00
02221-02	SELECT FOUNDATION FOR STRUCTURES, (FM)	30	CY \$ 175.00	\$5,250.00	26.24	\$4,592.00	56.24	\$9,842.00
02226-01	BORROW EXCAVATION, CLASS B3, (FM)	1750	CY \$ 30.00	\$52,500.00	(899)	-\$26,970.00	851	\$25,530.00
02226-02	BORROW EXCAVATION, CLASS B5, (FM)	400	CY \$ 35.00	\$14,000.00	(400)	-\$14,000.00	0	\$0.00
02226-03	UNCLASSIFIED EXCAVATION, (FM)	500	CY \$ 25.00	\$12,500.00	(367)	-\$9,175.00	133	\$3,325.00
02234-01	GRANULAR BASE COURSE, 610 MIX, (FM)	80	CY \$ 75.00	\$6,000.00	0	\$0.00	80	\$6,000.00
02234-02	GRANULAR SURFACE COURSE, SIZE 57 STONE, (FM)	50	CY \$ 80.00	\$4,000.00	8	\$640.00	58	\$4,640.00
02295-01	SILT FENCE	785	LF \$ 3.20	\$2,512.00	(239)	-\$764.80	546	\$1,747.20
02295-02	WATTLES, 20"	200	LF \$ 6.00	\$1,200.00	(180)	-\$1,080.00	20	\$120.00
02311-01	8" HDPE SEWER FORCE MAIN (HDD)	260	LF \$ 250.00	\$65,000.00	0	\$0.00	260	\$65,000.00
02512-01	9.5-mm, ST, ASPHALT PAVEMENT	538	SY \$ 40.00	\$21,520.00	(47)	-\$1,880.00	491	\$19,640.00
02512-02	12.5-mm, ST, ASPHALT PAVEMENT	538	SY \$ 40.00	\$21,520.00	(47)	-\$1,880.00	491	\$19,640.00
02521-01	COMBINATION CURB & GUTTER	30	LF \$ 80.00	\$2,400.00	(4)	-\$320.00	26	\$2,080.00
02522-01	CONCRETE PAVEMENT	78	SY \$ 150.00	\$11,700.00	261	\$39,150.00	339	\$50,850.00
02522-02	CONCRETE DRIVEWAY	136	SY \$ 150.00	\$20,400.00	24	\$3,600.00	160	\$24,000.00
02660-01	8" PVC WATER MAIN	50	LF \$ 250.00	\$12,500.00	8	\$2,000.00	58	\$14,500.00
02660-02	8" DI WATER MAIN	75	LF \$ 350.00	\$26,250.00	0	\$0.00	75	\$26,250.00
02660-03	DUCTILE IRON FITTINGS	1970	LB \$ 2.00	\$3,940.00	69.50	\$139.00	2039.50	\$4,079.00
02661-01	ADJUSTMENT OF WATER SERVICES AND METERS	1	LS \$ 1,500.00	\$1,500.00	0	\$0.00	1	\$1,500.00
02662-01	8"X8" HOT TAP (WATER MAIN)	3	EA \$ 9,000.00	\$27,000.00	(0.25)	-\$2,250.00	2.75	\$24,750.00
02662-02	8" LINE STOP	2	EA \$ 10,000.00	\$20,000.00	0	\$0.00	2	\$20,000.00
02664-01	FIRE HYDRANT ASSEMBLY	1	EA \$ 5,000.00	\$5,000.00	0	\$0.00	1	\$5,000.00
02730-01	8" PVC SEWER MAIN	468	LF \$ 200.00	\$93,600.00	26	\$5,200.00	494	\$98,800.00
02730-02	15" PVC SEWER MAIN	434	LF \$ 425.00	\$184,450.00	22	\$9,350.00	456	\$193,800.00
02730-03	CONNECTION OF SEWER SERVICE TO NEW MAIN	14	EA \$ 800.00	\$11,200.00	0	\$0.00	14	\$11,200.00
02731-01	48" DIA. SEWER MANHOLE	11	EA \$ 8,000.00	\$88,000.00	0	\$0.00	11	\$88,000.00
02732-01	PUMP STATION NO. 2 - MARTIN AVENUE - COMPLETE	1	EA \$ 500,000.00	\$500,000.00	0	\$0.00	1	\$500,000.00
02732-02	PUMP STATION NO. 88 - HELMERS LANE - COMPLETE	1	EA \$ 750,000.00	\$750,000.00	0	\$0.00	1	\$750,000.00
02733-01	4" PVC SEWER FORCE MAIN	309	LF \$ 250.00	\$77,250.00	(56)	-\$14,000.00	253	\$63,250.00
02733-02	4" FM TIE TO EXISTING MANHOLE	1	EA \$ 2,500.00	\$2,500.00	0	\$0.00	1	\$2,500.00
02733-03	8" FM TIE TO EXISTING MANHOLE	1	EA \$ 4,001.00	\$4,001.00	0	\$0.00	1	\$4,001.00
02734-01	AIR RELEASE VALVE AND MANHOLE	2	EA \$ 10,000.00	\$20,000.00	0	\$0.00	2	\$20,000.00
02931-01	SOLID SOD (CENTIPEDED)	423	SY \$ 10.00	\$4,230.00	77	\$770.00	500	\$5,000.00
02931-02	HYDROSEEDING	0.13	ACRE \$ 10,000.00	\$1,300.00	(0.13)	-\$1,300.00	0	\$0.00
02935-01	MAINTENANCE OF TRAFFIC	1	LS \$ 19,875.00	\$19,875.00	0	\$0.00	1	\$19,875.00
15601-01	STANDBY GENERATOR (60 KW - NATURAL GAS)	1	EA \$ 60,000.00	\$60,000.00	0	\$0.00	1	\$60,000.00
CO1-A	LS88 FENCE HEIGHT INCREASE TO 8'	0	LS \$ 3,014.25	\$0.00	1	\$3,014.25	1	\$3,014.25
CO1-B	CAST-IN-PLACE GRATE INLET	0	EA \$ 2,770.50	\$0.00	2	\$5,541.00	2	\$5,541.00
CO1-C	LS88 GENERATOR PLATFORM	0	LS \$ 59,874.93	\$0.00	1	\$59,874.93	1	\$59,874.93
TOTAL CHANGE ORDER 1 AMOUNTS				\$2,677,700.00	\$2,677,700.00	-\$6.62	\$2,677,693.38	



Bobby Cox | Mayor
 Matthew Hinton | Alderman at Large
 Steve Tillis | Alderman Ward 1
 Karen Stennis | Alderman Ward 2

Kevin Wade | Alderman Ward 3
 Shannon Pfeiffer | Alderman Ward 4
 Rob Blackman | Alderman Ward 5
 Julie Messenger | Alderman Ward 6



228.875.4236 | www.oceansprings-ms.gov

MEMORANDUM

To: Mayor & Board of Aldermen
 From: Rachel Johnson, Building Admin
 Re: Accept the Building Department Permit Report for March 2026
 Section: CONSENT AGENDA
 Meeting Date: April 21, 2026

Dear Mayor and Board:
 Please find attached the Monthly Building Department Report totals for the month March 2026.

March 2026

	# Permits	Valuation	Total Fees Collected
Building	95	\$2,462,986.00	\$20,247.00
Electrical	30		\$1,382.00
Mechanical	11		\$1,373.00
Plumbing	13		\$563.00
Signs	3		\$253.00
Land Work	6		\$756.00
Trees	6		\$156.00
Planning	45		\$11,489.90
Bonfires	68		\$1,768.00
Food Truck	0		\$0.00
TOTALS	277	\$2,462,986.00	\$37,987.90



City of Ocean Springs
Building Department & Code Enforcement
1014 Porter Avenue-P.O. Box 1800
Ocean Springs, MS. 39564
-Code report through April 15 , 2026-

Ward #1

- **5317 Pontiac Street-** Multiple tires left roadside for PW pick up. First notice mailed 04/01/2026. Property compliant 04/07/2026.
- **3415 Princess Anne Drive-** Treated wood left roadside (cut pieces of the old privacy fence) for Public Works pick up. First notice mailed 04/14/2026.
- **3209 Cumberland Road-** Shed installed in the backyard of the property without obtaining a permit. Found while on routine patrol 04/13/2026. First notice mailed 04/14/2026.
- **5317 Pontiac Street-** Several tires left at the roadside seemingly for pick up by PW. Found while on patrol 3/30/2026. First notice mailed 3/31/2026. **Property compliant 04/6/2026; case closed.**
- **8712 Dixie Street-** Blighted/overgrown property found while on patrol 3/12/2026. First notice mailed 3/13/2026. Owner called into the office on 3/19/2026 stating that she has just inherited the property and previous owner was a “hoarder”. She has already had 6 vehicles removed and once everything is cleared she will demolish the 2 structures that are unsafe for human occupancy. Will continue to monitor.
- **8720 Ocean Springs Road-** Inoperable vehicle found parked in driveway of property while on routine patrol 02/25/2026. Green pick up truck on jackstands. First notice mailed 02/26/2026. Second notice mailed 3/11/2026.
- **111 Laurie Court-** Inoperable vehicle parked in the driveway of the property. Vehicle has not moved in several months. Found while on patrol 03/02/2026. First

notice mailed 03/03/2026. Second notice mailed 03/17/2026. **Final Notice mailed 3/31/2026. Owner called in and asked for an extension on 04/07/2026. Extension granted; will follow up in 30 days.**

- **1332 Diller Road-** Concrete slab poured without a permit; found while on patrol 02/09/2026. **STOP WORK** was posted to the front door 02/10/2026. Will continue to monitor. Owner has applied for a variance which is set to go before the board in April. Will continue to monitor.

Ward #2

- **511 rue Chateauguay-** concrete sidewalk and slab poured without a permit. Found while on patrol 04/05/2026. First notice mailed 04/06/2026.
- **401 Vancleave Ave-** Called in complaint of staged commercial equipment at a residential property with no construction taking place. Confirmed while on patrol 04/02/2026. First notice mailed 04/08/2026.
- **1015 Chaney Street-** Called in complaint of overgrown grass and inoperable vehicles. Confirmed while on patrol 3/12/2026. First notice mailed and posted to the door 03/13/2026. Conditions remain the same through 03/27/2026. Conditions remain the same at the property. **Second notice mailed 04/14/2026.**
- **321 Cleveland Ave-** Multiple inoperable vehicles at the rear of the property. First notice mailed 3/19/2026. **Called into the office on 04/07/2026 asked for an extension. Extension granted will follow up at the end of the month.**
- **526 Jackson Ave-** Complaints of unsanitary conditions causing smells to permeate throughout the neighboring properties. Confirmed while on routine patrol 3/18/2026. First notice mailed 3/19/2026. Owner called into the office on 3/25/2026 stating that she will have the house and driveway pressure washed. There are nine (9) cats that live inside the house. Will continue to monitor.
- **1200 Cove Ave-** Inoperable vehicle parked in the driveway of the property. Found while on patrol 1/12/2026. First notice mailed 1/13/2026. Second notice mailed 1/27/2026. All notices returned to the office and labeled "VACANT". Original notice posted to front door of property 02/03/2026. Letter remains posted as of 03/09/2026, will continue to be monitored. **An attorney representing the property called the office on 3/17/2026. States the property is going through litigation currently and as soon as the court proceedings have come to an end the vehicle in question will be removed from the property. Will continue to monitor.**

- [1818A Bienville Blvd \(Royal T Barber Shop\)](#) – non renewed business license, hand delivered notice 12/6/2024. Still non-compliant as of 8/27/2025. Charges filed against the business owner 9/09/2025. Owner is still non-compliant as of 10/15/2025. Currently awaiting a court date. Reached out to the summons officer as to why this case is not moving forward. There have been several attempts to get the person served through phone calls and in person. Will continue to monitor the situation. As of 04/01/2026 property is still non-compliant. **Property compliant as of 04/02/2026; case closed.**

Ward #3

- [172 Linda Circle-](#) Inoperable green GMC van parked in driveway of property. Vehicle has not moved in several months. First notice mailed 3/13/2026. Owner called into the office on 3/18/2026 stating the vehicle is included in a lawsuit at the moment. When litigation ends the house will be sold and the van removed from the property. Will continue to monitor.
- [162 Linda Circle-](#) Complaints of free running chickens came into the office on 3/23/2026. First notice mailed 3/24/2026. **No more complaints as of 04/13/2026.**
- [614 Dogwood Road-](#) Tires roadside seemingly for pick up from PW found while on routine patrol 3/25/2026. First notice mailed 3/26/2026.
- [205 Eastland Blvd-](#) Tires roadside seemingly for pick up from PW found while on routine patrol 3/25/2026. First notice mailed 3/26/2026.
- [203 Eastland Blvd-](#) Tires roadside seemingly for pick up from PW found while on routine patrol 3/25/2026. First notice mailed 3/26/2026.
- [510 Seymour Ave-](#) Carport installed without a permit. Called in complaint 02/02/2026 and verified the same day. First notice mailed 02/04/2026. Permit applied for 02/06/2026. **Owner has applied for a variance which is set to go before the board in April. Will continue to monitor.**

Ward #4

- [3606 Reeves Lane-](#) Inoperable black Ford SUV parked in street found while on patrol 03/25/2026. First notice mailed 03/26/2026. **Property compliant as of 04/01/2026; case closed.**

- [132 Holcomb Blvd-](#) Privacy fence in violation of city code. Found while on patrol 02/06/2026. First notice mailed 02/09/2026. Spoke with the resident's daughter on 03/09/2026. She will be coming from out of state to help get the residence to compliance. Will allow a 30-day extension.
- [400 Hunter Drive-](#) Constant issues with this property. Numerous complaints come into the office weekly. MDEQ AND OSFD have both been involved. Property was already in court last year for the same reasons. Found guilty and was supposed to stay compliant for two years. Property has failed to do so. Charges were filed against the property 7/30/2025. Constant problems with this property. I have received six more complaints from neighbors. Property in a nuisance. Owner has received their summons, and a court date of November 19,2025 has been established. Three more complaints have been called in to the office since the last code report. Pictures taken weekly. COURT DATE IS 11/19/2025. Trial was moved back to December 3rd,2025 to allow time for the notice/summons to be served to Joshua Hull who is the root cause of the problems with the property. Awaiting court date. Reached out to the summons officer as to why this case is not moving forward. There have been several attempts to get the person served through phone calls and in person. Will continue to monitor the situation. Owner has been served, awaiting a court date. **Court date was 02/25/2026. Joshua Hull has pled guilty to violating city ordinances. A \$10,000 (\$8,000 suspended) fine has been assessed. Mr. Hull has been placed on 12-month probation. During the probation period there is to be no more trash, junk, garbage, or debris on the property and fines need to be paid within the probationary period. There will be quarterly reviews. If the probation is violated, jail time will be assessed. First review date is scheduled for 05/27/2026.**

Ward #5

- [111 Industrial Park Circle-](#) received a complaint via e-mail the morning of 1/06/2025 concerning inoperable vehicles on the property. While on patrol the complaint was verified. There are eight (8) inoperable vehicles located on the side of the property. The sign posted at the corner of highway 90 is not permitted to be there also. First notice mailed 1/07/2025. Owner called the office on the afternoon of 1/13/2025 requesting an extension. One week extension granted. Will continue to monitor. Seven of the vehicles have been removed from the property, trash remains. Keeping the case active until fully compliant. One vehicle remains, several junk items littering the fence line at the rear of the property. No further communication has been had. Zero answered calls and no response to further letters. I have posted a FINAL NOTICE to the front door of the establishment. If not compliant in 14 days of posting, charges will be filed against the property owner. **Property compliant as of 04/08/2026; case closed.**

- [411 Woodward Drive-](#) Inoperable vehicle found while on patrol. Green F150 parked in driveway with multiple flat tires. First notice mailed 02/11/2026. Second notice mailed 03/11/2026.
- [1102 Magnolia Bayou Blvd.-](#) Privacy fence installed without a permit. Found while on patrol 3/24/2026. First notice mailed 3/25/2026. **Property compliant as of 04/02/2026**

Ward #6

- [5524 Trotter Street-](#) Inoperable boat on blocks sitting roadside. First notice mailed 04/01/2026.
- [5538 Lexington Drive-](#) Multiple inoperable vehicles parked roadside in front of the property. Neither vehicle appears to have moved in months. First notice mailed 04/02/2026.
- [114 Carlsbad Place-](#) Inoperable gold Honda sedan parked roadside. Vehicle has not moved in several months. First notice mailed 03/17/2026.
- [8924 Plymouth Road-](#) Appliance left roadside for PW pickup. Appliance contains freon. Found while on patrol 02/10/2026. First notice mailed 02/11/2026. Second notice mailed 02/25/2026.
- [462 Palm Breeze Drive-](#) Inoperable gold Altima parked in driveway of property; found while on patrol 1/27/2026. Both rear tires are flat. First notice mailed 1/28/2026. **CHARGES FILED 2/11/2026.**





Bobby Cox | Mayor
Matthew Hinton | Alderman at Large
Steve Tillis | Alderman Ward 1
Karen Stennis | Alderman Ward 2

Kevin Wade | Alderman Ward 3
Shannon Pfeiffer | Alderman Ward 4
Rob Blackman | Alderman Ward 5
Julie Messenger | Alderman Ward 6



228.875.4236 | www.oceansprings-ms.gov

MEMORANDUM

To: Mayor & Board of Aldermen
From: Rachel Johnson, Building Admin
Re: Approve the Building Official's recommendations for the tree applications received through April 15, 2026
Section: CONSENT AGENDA
Meeting Date: April 21, 2026

Dear Mayor and Board:

Please see attached tree applications with the Building Official's recommendations for the following addresses:

- 1.) 2005 Kensington Drive
- 2.) 2717 Brumbaugh Road
- 3.) 3420 Dijon Avenue
- 4.) 117 Stennis Avenue
- 5.) 3501 Redwood Lane
- 6.) Lot 32, Bayou Sauvolle (61033032.000)

Tree Application Report

Findings from the review of applications and site visits

1) Application for 2005 Kensington Drive

Owner: Craig Courtney

Request: Request to remove 1 Live Oak that's leaning and has large crack. Request to trim 1 Live Oak for roof clearance. Request to trim 7 other Live Oaks 20%.

Building Official: Recommend approving removal of one Live Oak. The trunk and only remaining large limb over the house have cracks and a hole. The tree sits between two large and healthier Live Oaks. Recommend allowing 20% trim and roof clearance on remaining Live Oaks.

2) Application for 2717 Brumbaugh Road

Owner: David Pritchett

Request: Remove 1 Magnolia tree that is between the house and carport due to the proximity to the foundation of the house. There is also a large rotten section about halfway up the main trunk.

Building Official: Recommend approving removal of one Magnolia tree. Tree is too close to home and accessory structure and is starting to cause problems. The rotten, hollow spot (circled in orange) only makes the tree a higher risk to property or life.

3) Application for 3420 Dijon Avenue Rushing

Owner: Mack

Request: Remove 1 Live Oak tree that is damaging shed.

Building Official: Recommend approving removal of one Live Oak to prevent further damage to the structure.

4) Application for 117 Stennis Avenue Barzelay

Owner: Ben

Request: remove 1 Live Oak. Investigation and mitigation of Live Oak root intrusion into residential sewer drain line. Plumber identified active roof infiltration causing blockage and backup. Requesting city inspection and authorization for root removal, root barrier installation and/or full removal of protected Live Oak if deemed necessary to prevent continued infrastructure damage.

Building Official: Recommend denying removal of Live Oak but allowing root cut instead.

5) Application for 3501 Redwood Lane Mangiaracina

Owner: Jason

Request: Remove 1 Magnolia tree to the left of driveway. Tree is too close to the house and sidewalk; it poses risk to home. Removing the Magnolia would allow Live Oaks to fill out.

Building Official: Recommend approving removal of small Magnolia tree. Tree is under three large Live Oaks and is close to home, which will prevent the Magnolia from developing.

6) Application for Lot 32 Bayou Sauvolle (61033032.000)
Lewis

Owner: Matthew

Request: Request to remove 9 Magnolia trees, 14 Oaks, and 1 Cedar tree for new home construction, pool, and driveway. Site plan provided.

Building Official: Recommend approving removal of nine Magnolia trees and one Red Cedar tree to allow construction of new residence. Approval to remove is pending an approved building permit for the new home. The oak trees on the property were not Live Oaks.



City of Ocean Springs
 Building Department
 1018 Porter Avenue, Ocean Springs, MS 39564
 228-875-6712

#11553
RECEIVED
 APR 17 2026
 CITY OF OCEAN SPRINGS
 BUILDING/PLANNING DEPARTMENT

Application is hereby made to the City of Ocean Springs, MS for official permission for tree removal and/or tree maintenance within the City limits. Application is being submitted in accordance with the guidelines defined in Section 4.11 of the City Unified Development Code effective April 26, 2019.

Application Date: 4-14-26

Address/Location of Work to be Performed: 2005 Kensington Dr

Owner Information:

Name: Craig Courtney Email: _____

Phone: 228-224-5967 Alt Phone: _____

Applicant Information (if different than owner):

Name: Donnie McClain Email: _____

Phone: 219-6149 Alt Phone: _____

Tree Contractor Information (if applicable):

Name: Donnie McClain's Tree Email: _____

Phone: 219-6149 Alt Phone: _____

Description of work or alteration to be performed: Remove 1 leaving live oak tree

with crack, trim 1 live oak Root clearance, trim 7 live oak
trees 20%

Check the following boxes indicating what information has been provided and/or adhered to:

- Site Plan for Reference showing location of the tree(s) in relation to the main structure
- Trees referenced have been identified with ribbon (supplied by the Building Department upon request)
- Picture(s) for Reference *Ribbon not required if clear pictures are provided.*

I, the undersigned applicant, affirm that the foregoing information is true and accurate. I have full authority over the tree removal and/or tree alteration as described. I also acknowledge that, by submitting this application, I do hereby authorize any agent of the City to visit the location listed above as necessary to make an informed decision regarding my application. **It is my responsibility to contact the Building Department for the decision that was**

Applicant Signature DATE 4-14-26

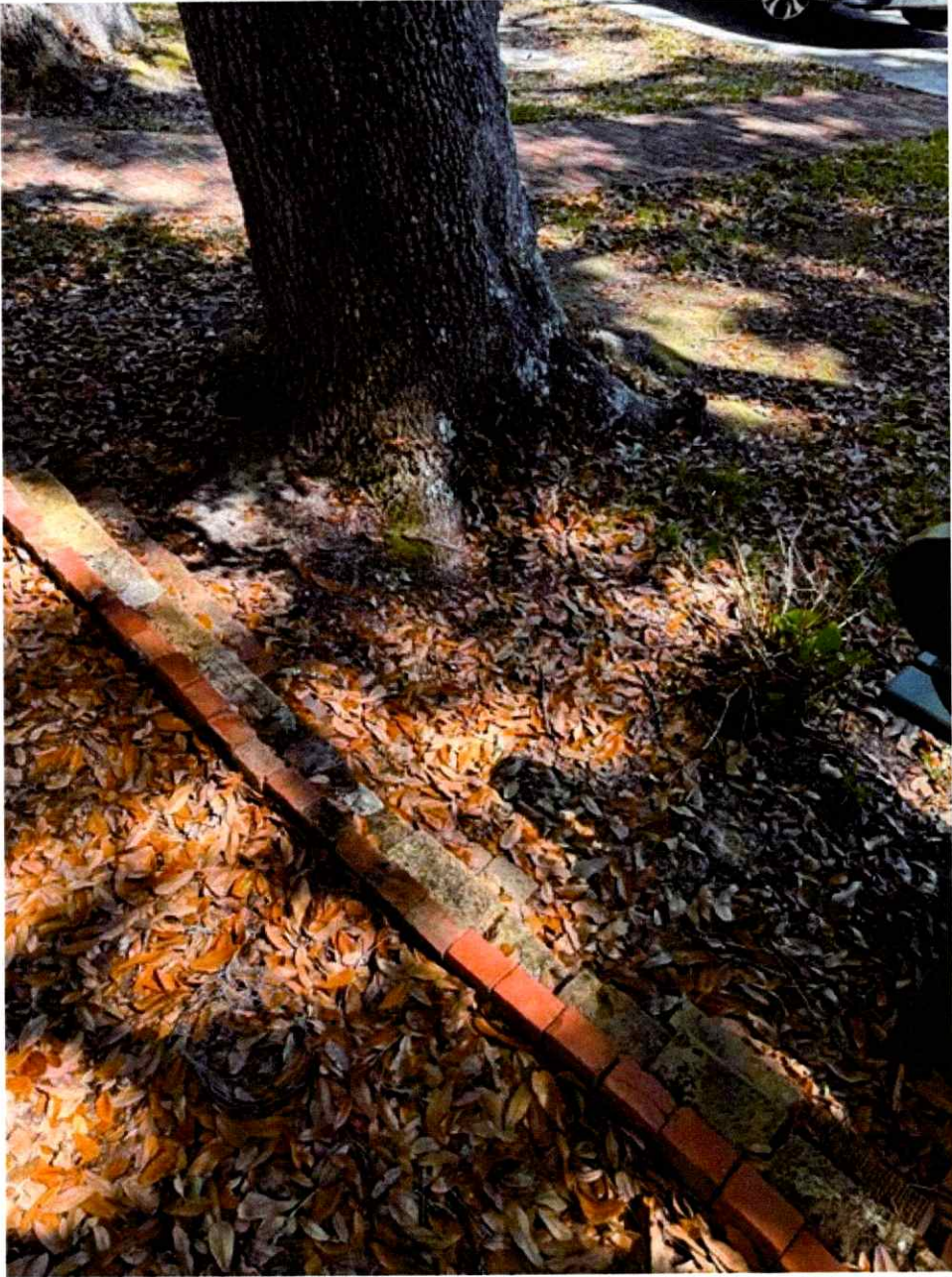
Office Use Only:

Building Official Findings:

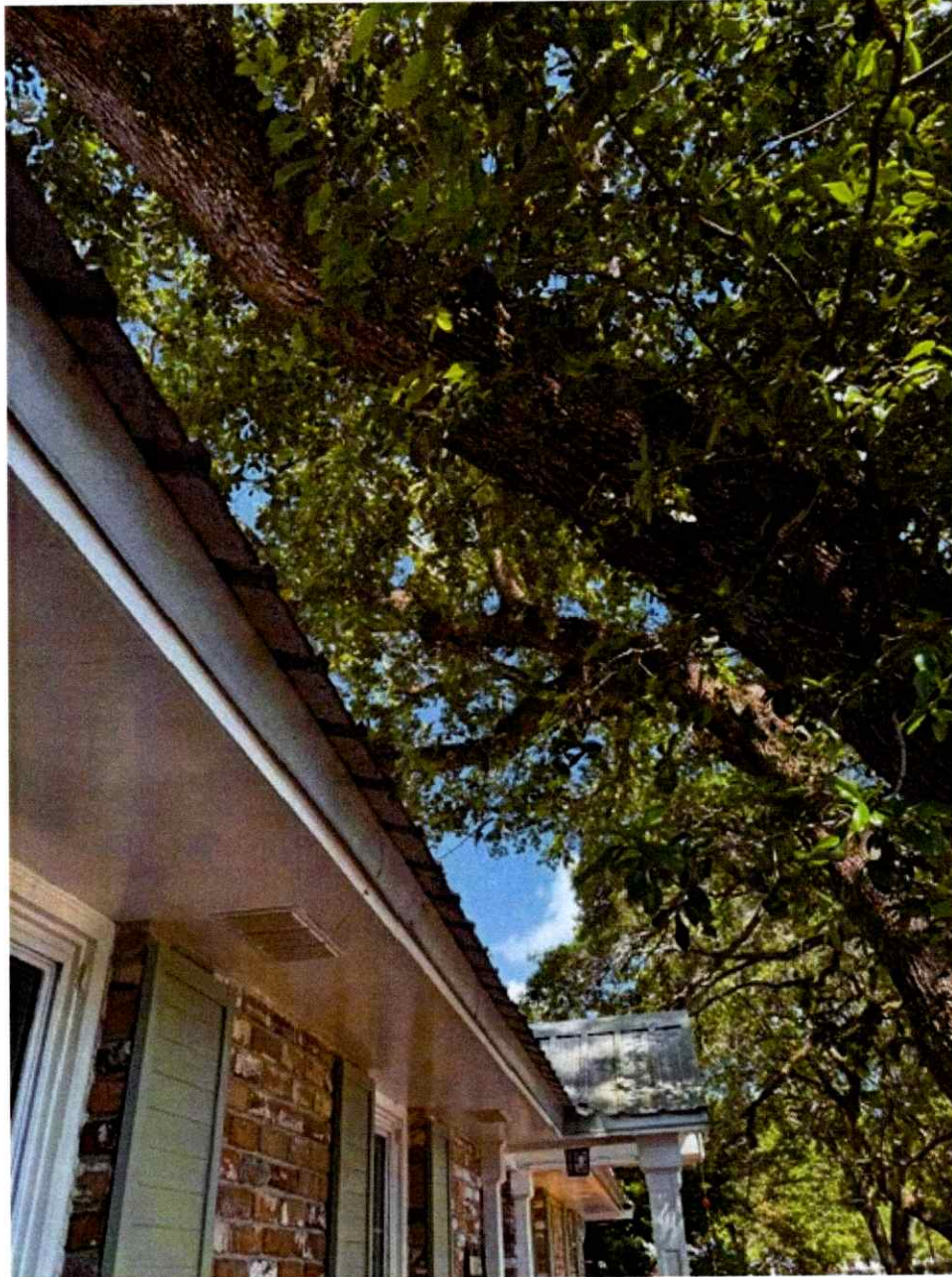
Approving

Recommend Removal of one live oak, ~~the~~ trunk and only remaining large limb over the house have cracks and a hole. The tree sits between two large and healthier live oaks. Recommend allowing 20% trim and roof clearance on remaining live oaks.

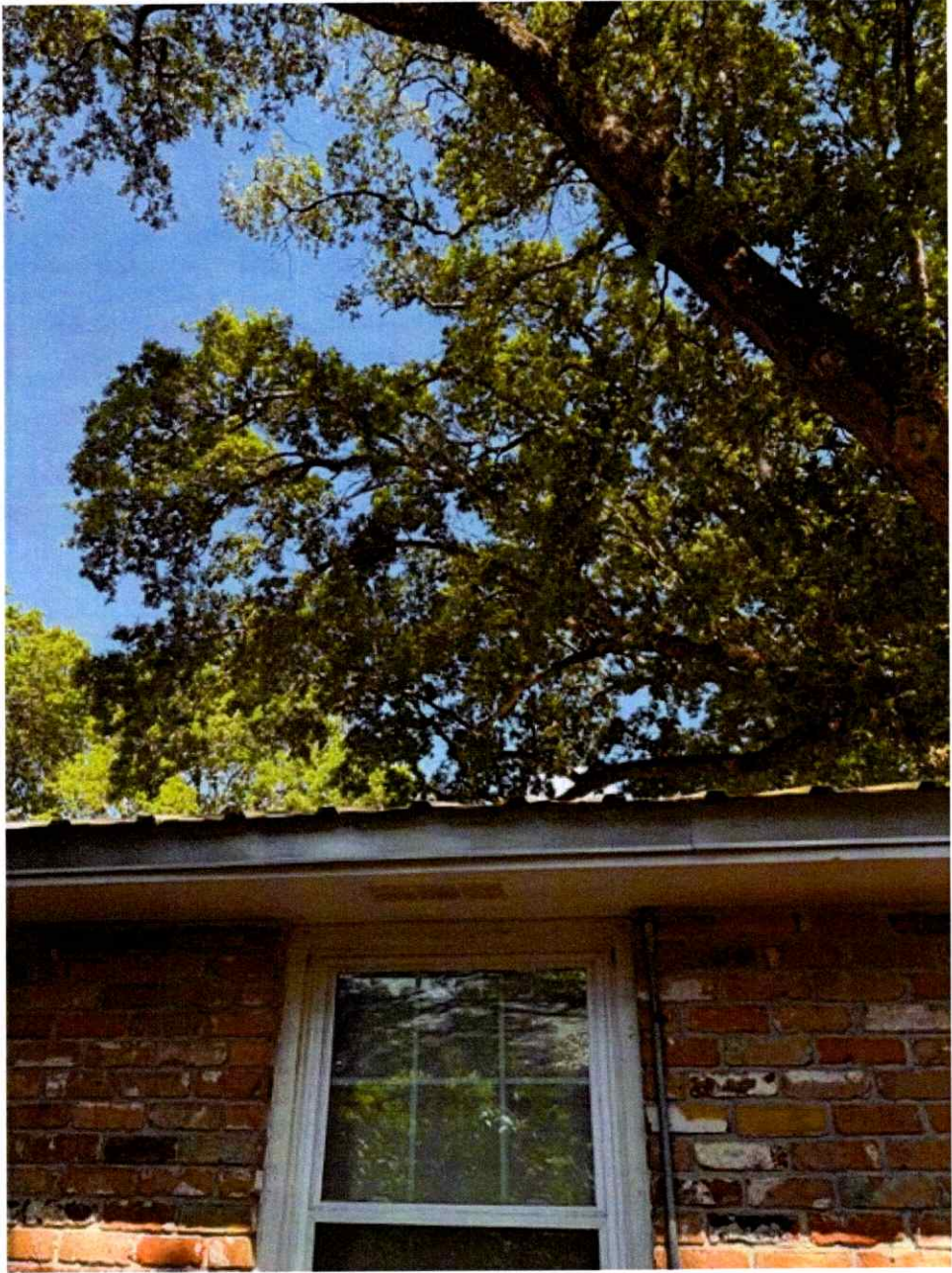
Daniel ~~to fill~~ 4/15/26

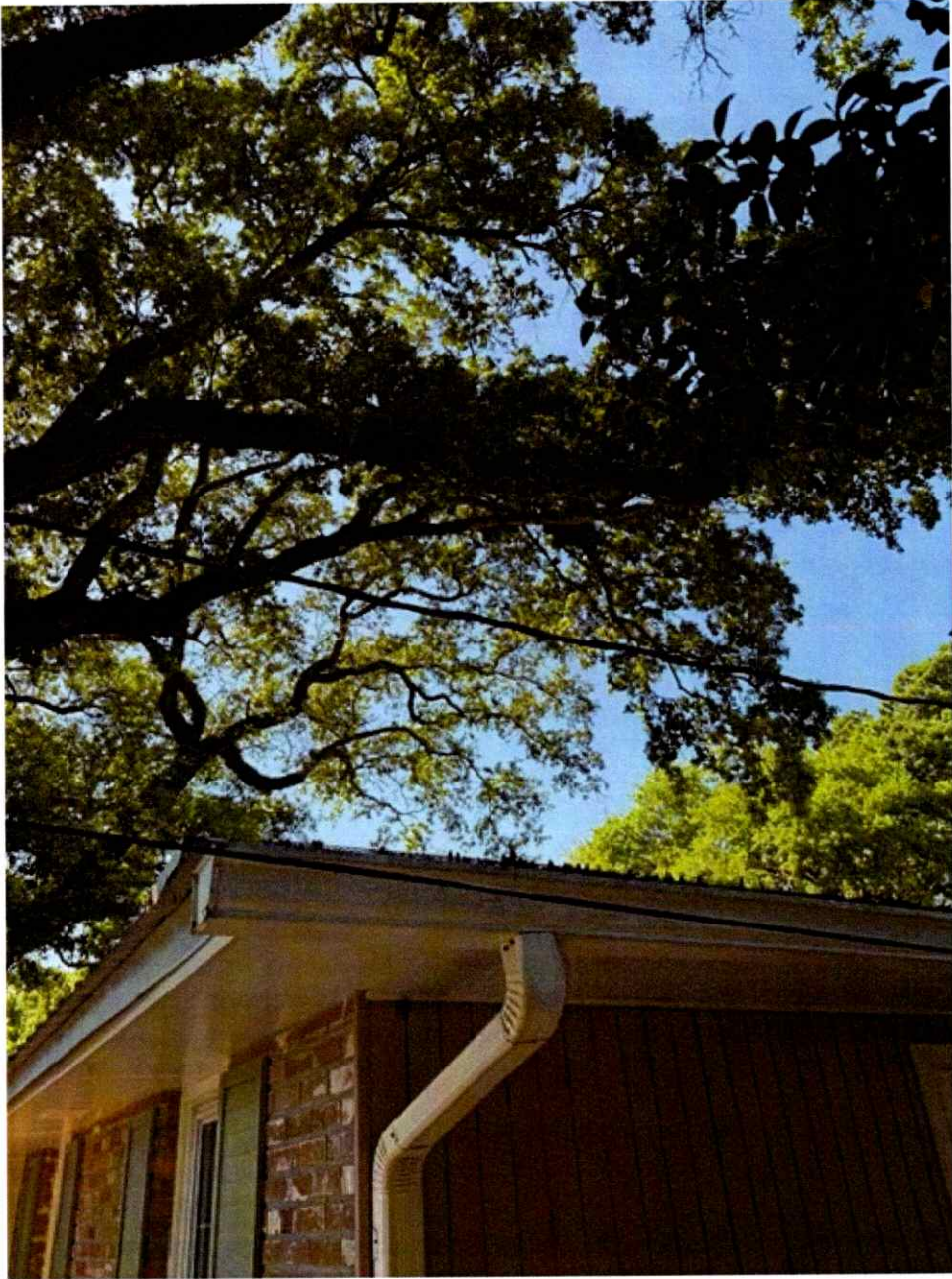




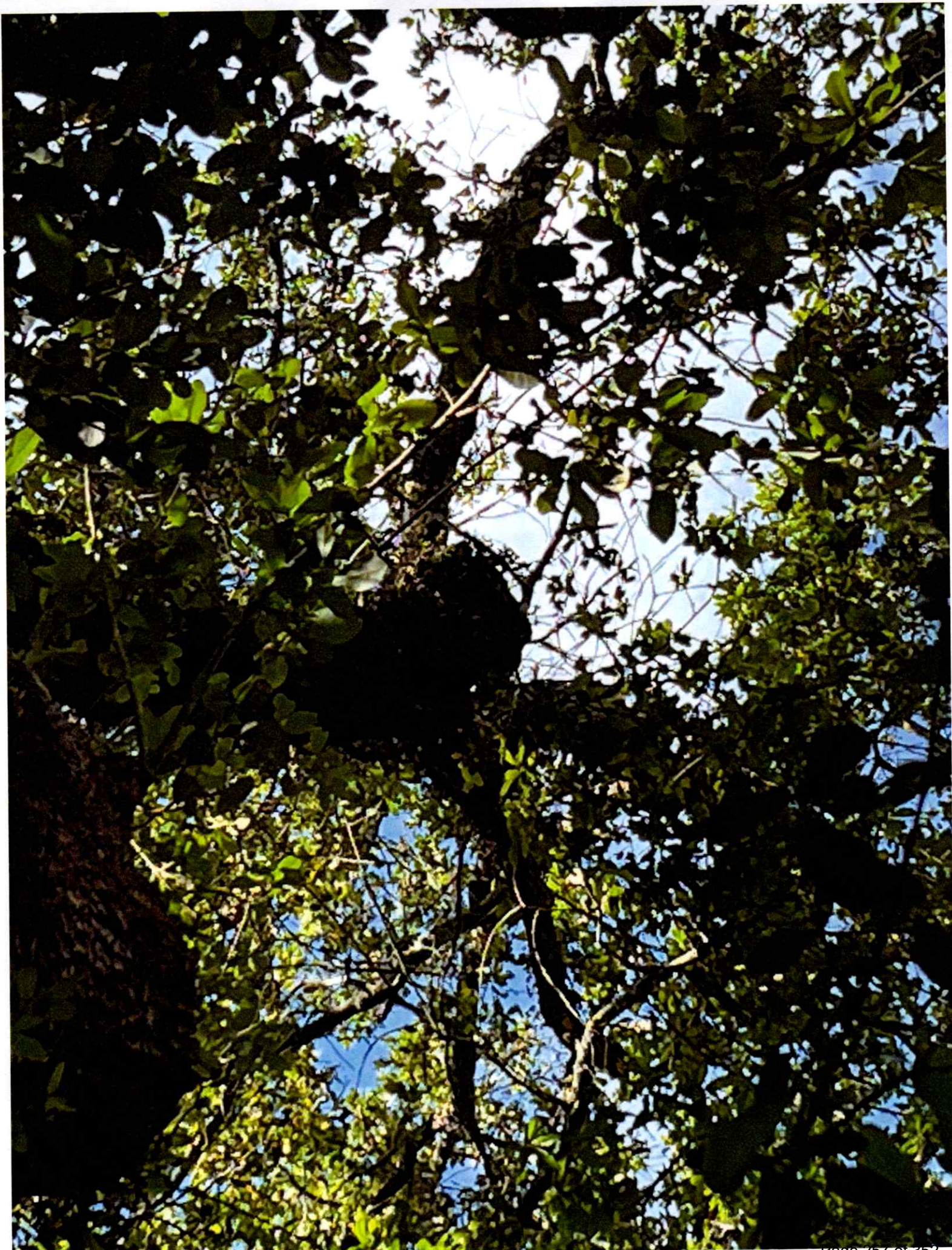














APPLICATION FOR PERMIT
TREE REMOVAL/MAINTENANCE

City of Ocean Springs Building Department
1018 Porter Avenue, Ocean Springs, MS 39564
228-875-6712 (Phone) 228-872-5427 (Fax)

Application is hereby made to the City of Ocean Springs, MS for official permission for tree removal and/or tree maintenance within the City limits. Application is being submitted in accordance with the guidelines defined in Section 4.11 of the City Unified Development Code effective April 26, 2019.

Application Date: 3-28-2024

Address/Location of Work to be Performed: 2717 Brombaugh

Applicant Information:

Name: Todd Lipps Email: toddslipps@yahoo.com
Phone: _____ Alt Phone: _____

Owner Information (if different than applicant):

Name: David Pritchard Email: _____
Phone: _____ Alt Phone: _____

Tree Contractor Information (if applicable):

Name: Southern Tree Service Email: _____
Phone: 369-5521 Alt Phone: _____

Description of work or alteration to be performed: _____

- Remove one ~~magnolia~~ magnolia tree that is between the house and carport.
- Due to the close prox to the foundation of the house, also a large rotten section about half way up the main trunk. See pics

Check the following boxes indicating the information for each has been provided and/or adhered to:

- Site Plan for Reference (the site plan must depict where the trees are in relation to the structure(s) and street/driveway)
- The trees referenced in this application have been identified with ribbon (supplied by the City of Ocean Springs Building Department upon request)
- Picture(s) for Reference (All pictures must depict trees already marked with ribbon; if tree is not marked, it will be inelligible for TPC consideration)

Office Use Only:

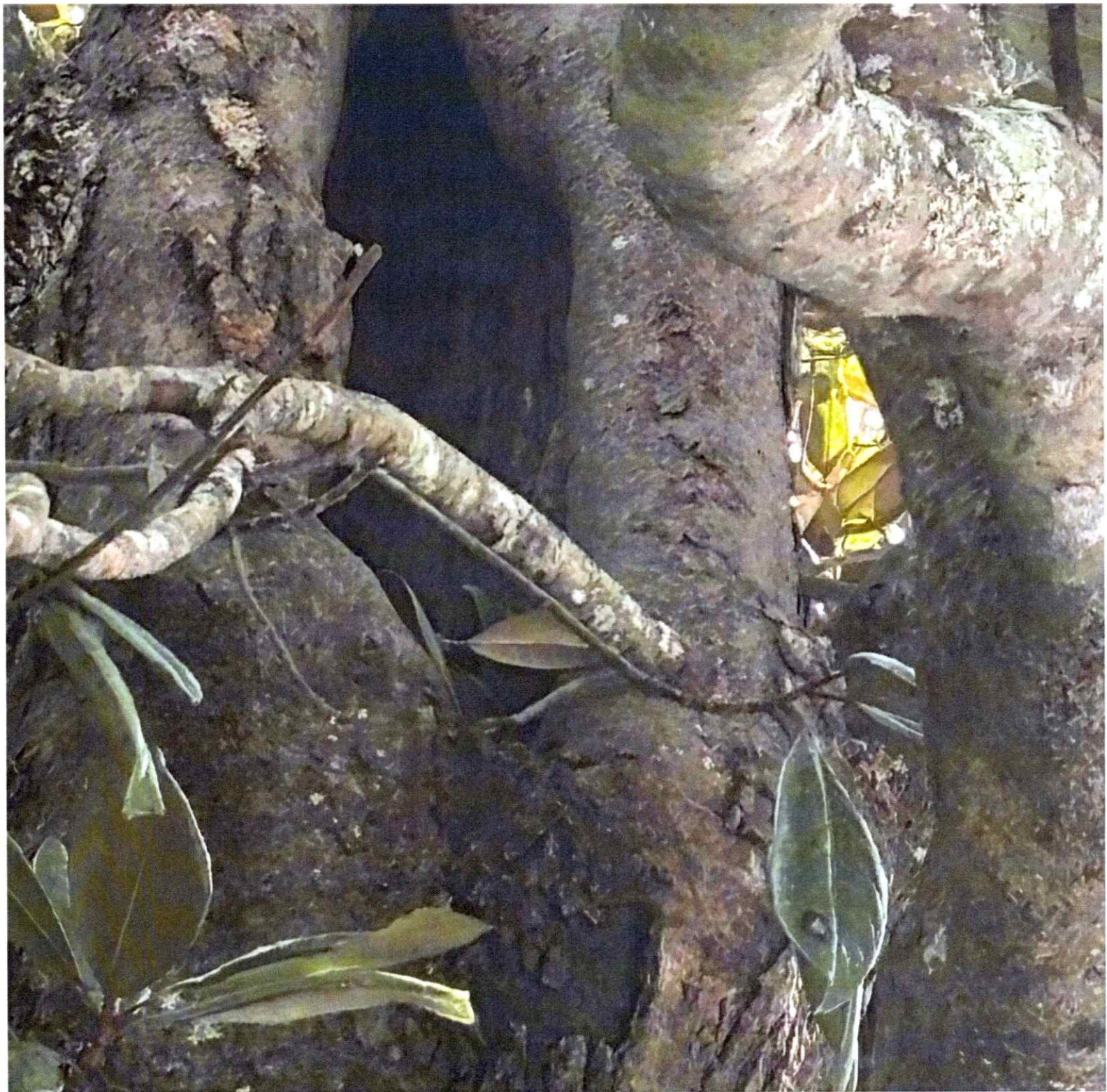
Building Official Findings:

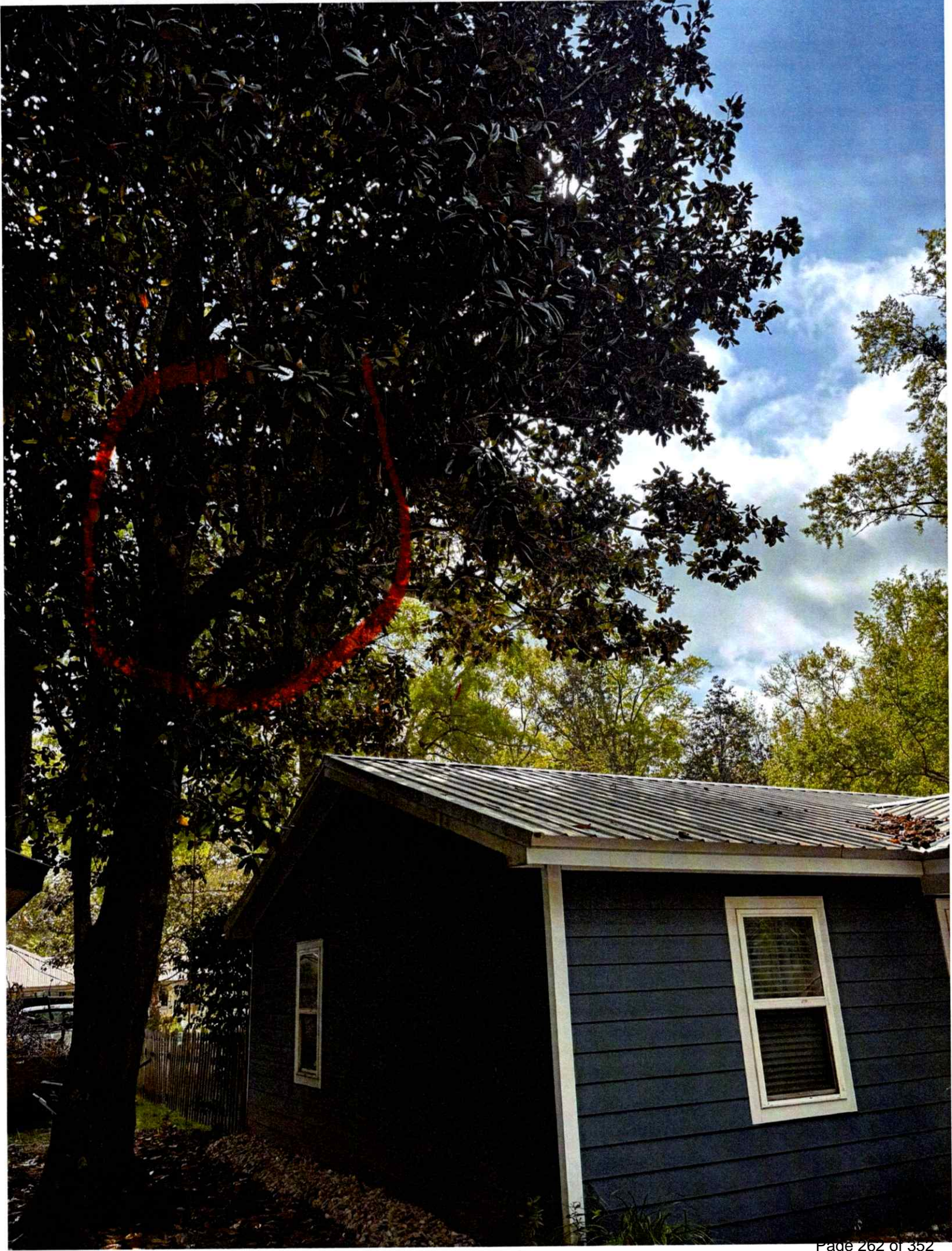
Recommend Approving Removal of Magnolia tree, the tree is too close to Home and Accessory structure and is starting to cause problems. The Rotten Hollow spot, circled in orange, only makes the tree a Higher Risk to property or Life.

Daniel [Signature]

4/15/26









City of Ocean Springs
 Building Department
 1018 Porter Avenue, Ocean Springs, MS 39564
 228-875-6712

#11438
 RECEIVED
 APR 02 2026

Application is hereby made to the City of Ocean Springs, MS for official permission for tree removal and/or tree maintenance within the City limits. Application is being submitted in accordance with the guidelines defined in Section 4.11 of the City Unified Development Code effective April 26, 2019.

Application Date: 4-2-26

Address/Location of Work to be Performed: 3420 Dixon Ave

Owner Information:

Name: Mack Rushing Email: _____

Phone: 228 217-4580 Alt Phone: _____

Applicant Information (if different than owner):

Name: Donnie McClain Email: _____

Phone: 219-6149 Alt Phone: _____

Tree Contractor Information (if applicable):

Name: Donnie McClain's Tree Email: _____

Phone: 219-6149 Alt Phone: _____

Description of work or alteration to be performed: Remove 1 Live Oak Tree

Damaging shed.

Recommend Approving Removal of Live OAK to prevent further damage to the structure.

Donnie McClain 4/15/26

Check the following boxes indicating what information has been provided and/or adhered to:

- Site Plan for Reference showing location of the tree(s) in relation to the main structure
- Trees referenced have been identified with ribbon (supplied by the Building Depart upon request)
- Picture(s) for Reference *Ribbon not required if clear pictures are provided.*

I, the undersigned applicant, affirm that the foregoing information is true and accurate. I have full authority over the tree removal and/or tree alteration as described. I also acknowledge that, by submitting this application, I do hereby authorize any agent of the City to visit the location listed above as necessary to make an informed decision regarding my application. **It is my responsibility to contact the Building Department for the decision that was**

Applicant Signature Donnie McClain DATE 4-2-26





City of Ocean Springs
 Building Department
 1018 Porter Avenue, Ocean Springs, MS 39564
 228-875-6712



Application is hereby made to the City of Ocean Springs, MS for official permission for tree removal and/or tree maintenance within the City limits. Application is being submitted in accordance with the guidelines defined in Section 4.11 of the City Unified Development Code effective April 26, 2019.

Application Date: 4/1/2026

Address/Location of Work to be Performed: 117 Stennis Ave. Ocean Springs, MS 39564

Owner Information:

Name: Ben Barzelay Email: ben.barzelay@gmail.com
 Phone: 228-327-4855 Alt Phone: 228-382-2793

Applicant Information (if different than owner):

Name: _____ Email: _____
 Phone: _____ Alt Phone : _____

Tree Contractor Information (if applicable):

Name: _____ Email: _____
 Phone: _____ Alt Phone : _____

Description of work or alteration to be performed: Investigation and mitigation of live oak root intrusion into residential sewer drain line. Plumber identified active root infiltration causing blockage and backup. Requesting city inspection and authorization for root removal, root barrier installation, and/or full removal of protected live oak if deemed necessary to prevent continued infrastructure damage.

(I also am noting that after going to the building department for the ribbon, I was told I didn't need it to mark the tree.)

Recommend Denying Removal of Live OAK, Recommend Approving Root Cut instead.

Danell Ogden 4/15/26

Check the following boxes indicating the information for each has been provided and/or adhered to:

- Site Plan for Reference showing location of the tree(s) in relation to the main structure
- Trees referenced have been identified with ribbon (supplied by the Building Depart upon request)
- Picture(s) for Reference (All pictures must depict trees already marked with ribbon)

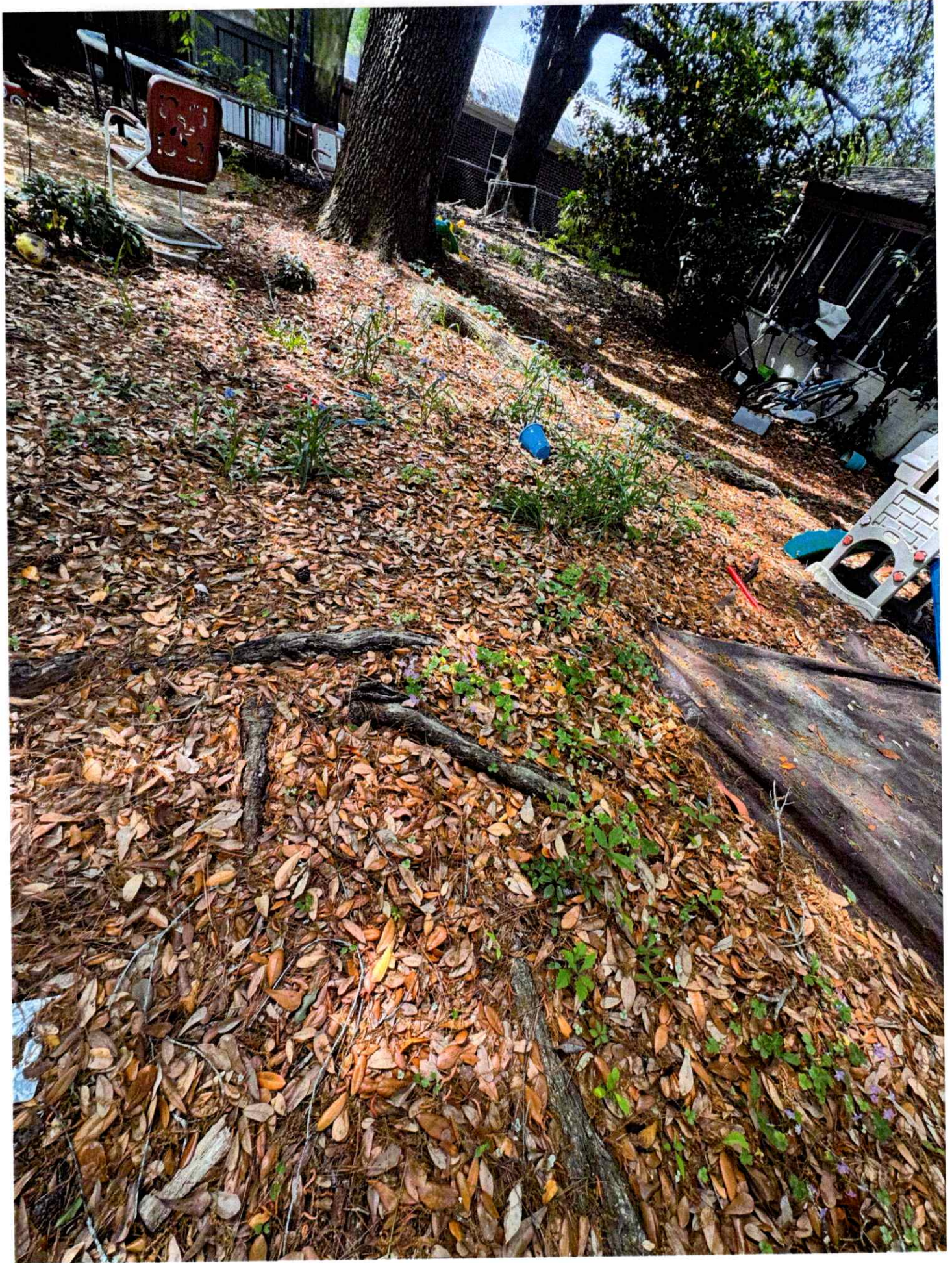
I, the undersigned applicant, affirm that the foregoing information is true and accurate. I have full authority over the tree removal and/or tree alteration as described. I also acknowledge that, by submitting this application, I do hereby authorize any agent of the City to visit the location listed above as necessary to make an informed decision regarding my application. **It is my responsibility to contact the Building Department for the decision that was**

Applicant Signature  DATE 4/1/2026













#11503

RECEIVED
APR 08 2026

APPLICATION FOR PERMIT
TREE REMOVAL/MAINTENANCE

CITY OF OCEAN SPRINGS
BUILDING/PLANNING DEPARTMENT

City of Ocean Springs Building Department
1018 Porter Avenue, Ocean Springs, MS 39564
228-875-6712 (Phone) 228-872-5427 (Fax)

Application is hereby made to the City of Ocean Springs, MS for official permission for tree removal and/or tree maintenance within the City limits. Application is being submitted in accordance with the guidelines defined in Section 4.11 of the City Unified Development Code effective April 26, 2019.

Application Date: 4-8-2026

Address/Location of Work to be Performed: 3501 Redwood Ln

Applicant Information:

Name: Todd Lipps Email: _____

Phone: 228-369-5521 Alt Phone: _____

Owner Information (if different than applicant):

Name: Jason Mangiaracina Email: _____

Phone: 504-450-3592 Alt Phone: _____

Tree Contractor Information (if applicable):

Name: Southern Tree Service Email: toddgc@yahoo.com

Phone: 228-369-5521 Alt Phone: _____

Description of work or alteration to be performed: _____

- Remove Magnolia tree on the left side of the driveway

- Customer states the tree is too close to the house and sidewalk

Recommend Approving Removal of Small Magnolia Tree is Under Three Large Live Oaks and Close To Home, which will prevent the magnolia from developing.

Daniel Spiller 4/15/26

Check the following boxes indicating the information for each has been provided and/or adhered to:

Site Plan for Reference (the site plan must depict where the trees are in relation to the structure(s) and street/driveway)

The trees referenced in this application have been identified with ribbon (supplied by the City of Ocean Springs Building Department upon request)

Picture(s) for Reference (All pictures must depict trees already marked with ribbon; if tree is not marked, it will be illegible for TPC consideration)



APPLICATION FOR PERMIT
TREE REMOVAL/MAINTENANCE

City of Ocean Springs Building Department
1018 Porter Avenue, Ocean Springs, MS 39564
228-875-6712 (Phone) 228-872-5427 (Fax)

#000 11504
RECEIVED
APR 10 2026
CITY OF OCEAN SPRINGS
BUILDING PLANNING DEPARTMENT

Application is hereby made to the City of Ocean Springs, MS for official permission for tree removal and/or tree maintenance within the City limits. Application is being submitted in accordance with the guidelines defined in Section 4.11 of the City Unified Development Code effective April 26, 2019.

Application Date: April 9 2026

Address/Location of Work to be Performed: Lot 32 Bayou Sauvaille

Applicant Information:

Name: Shepard Homes, LLC

Email: office@shepardhomesllc.com

Phone: 2282150469

Alt Phone: 2282194926

Owner Information (if different than applicant):

Name: Matthew Lewis

Email: Same

Phone: 2282194926

Alt Phone: 6019400800

Tree Contractor Information (if applicable):

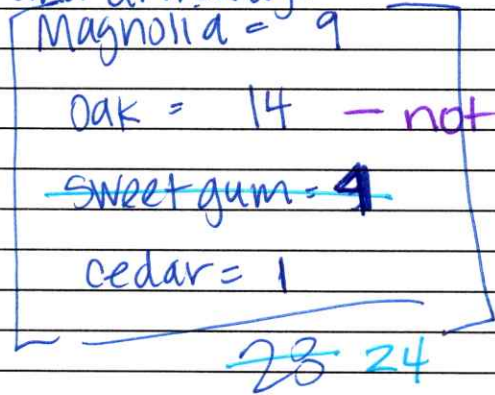
Name: _____

Email: _____

Phone: _____

Alt Phone: _____

Description of work or alteration to be performed: Remove trees for new single family home, pool and driveway.



Check the following boxes indicating the information for each has been provided and/or adhered to:

- Site Plan for Reference (the site plan must depict where the trees are in relation to the structure(s) and street/driveway)
- The trees referenced in this application have been identified with ribbon (supplied by the City of Ocean Springs Building Department upon request)
- Picture(s) for Reference (All pictures must depict trees already marked with ribbon; if tree is not marked, it will be inelligible for TPC consideration)

**APPLICATION FOR PERMIT
TREE REMOVAL/MAINTENANCE**

I, the undersigned applicant, affirm that the foregoing information is true and accurate. I will have the full authority over the tree removal and/or tree alteration as described. I also acknowledge that, by submitting this application to the Tree Protection Committee, I do hereby authorize any agent of said committee to visit the location listed above as he or she deems necessary to make an informed decision regarding my application. **It is my responsibility to contact the Building Department for the decision that was made regarding the application.**

Applicant Signature _____

(Date) _____

Office Use Only:

Building Official Findings:

Recommend Approving Removal Nine magnolia trees and one Red Cedar Tree to Allow Construction of New Home. Approval to Remove is pending An Approved Building Permit For the New Home. The oak trees on the property were Not Live OAKs.

Donald [Signature]

4/15/26

MAYOR AND BOARD OF ALDERMEN AGENDA DATE: _____

**A SURVEY OF LOT 32, BAYOU SAUVOLLE,
PHASE 1, CITY OF OCEAN SPRINGS,
JACKSON COUNTY, MISSISSIPPI.**

ABBREVIATION

LEGEND:
P = PLATTED DIMENSION
C/L = CENTERLINE
N90°00'00"E 435.00' = ACTUAL
FIELD MEASUREMENT

FLOOD ZONE "X"
(0.2% CHANCE ANNUAL FLOOD)

BENCHMARK:
NAIL SET IN
18" OAK
ELEV = 20.0'

CAPPED 1/2" IRIS (POINT ON LINE)

P=N88°23'03"E 232.11'
N87°23'22"E 232.12'

33 DENOTES FLOOD ZONE LIMIT (TYPICAL)
TAX PARCEL No. 61033033.000

FLOOD ZONE "AE" (B.F.E.=16')

DEED BOOK 2079, PAGE 819
NOW OR FORMERLY MCMURPHY PROPERTY

1/2" IRON PIPE FOUND (BENT)

P=51±
51.00'

LOT LINE AS PER PLAT - DIMENSION ONLY

CAP DETAIL:

MARTINO TOP VIEW
COA 27153

SIDE VIEW

DETAIL OF TYPICAL CAP FOR 1/2"x18" REBAR SET BY PATRICK M. MARTINO, PLS, INC.

CONCRETE ROLL-CURB & GUTTER

SAUVOLLE COURT

PLATTED 50' PUBLIC RIGHT-OF-WAY WITH CONCRETE SURFACE

PROPOSED RESIDENCE

LOT 32
0.55 ACRES±
(LYING WEST OF THE EDGE OF WATER AT TIME OF SURVEY)

(PLAT=0.667 ACRES TO C/L OF DAVIS BAYOU)

VACANT

507°37'39"E 100.37'

DEED BOOK 2161, PAGE 837.
NOW OR FORMERLY LEWIS PROPERTY

TAX PARCEL No. 61033032.000

EDGE OF WATER AT TIME OF SURVEY

121.00'

121.45'

131.3'

CAPPED 1/2" IRON ROD FOUND (RUMSEY 2283)
N: 324748.90'
E: 1004460.29'

CAPPED 1/2" IRON ROD SET (POINT ON LINE)

PROPERTY LINE IS AT CENTER OF BRICK COLUMN FENCE CORNER

NORTH EDGE OF BRICK COLUMN FENCE CORNER IS 0.7± NORTH OF PROPERTY LINE

DEED BOOK 2043, PAGE 258.
NOW OR FORMERLY KEATON PROPERTY

DEED BOOK 2161, PAGE 837.
NOW OR FORMERLY LEWIS PROPERTY

PROPERTY LINE IS AT CENTER OF BRICK COLUMN FENCE CORNER

N87°23'29"E 242.45'
P=N88°23'03"E 242.57'
(BASE BEARING)

TAX PARCEL No. 61033031.000

FLOOD ZONE "X" (0.2% CHANCE ANNUAL FLOOD)

FLOOD ZONE "AE" (B.F.E.=16')

FLOOD ZONE EXPLANATION:

31

Lot 32

Parcel ID # 61033032.000



Bobby Cox | Mayor
Matthew Hinton | Alderman at Large
Steve Tillis | Alderman Ward 1
Karen Stennis | Alderman Ward 2

Kevin Wade | Alderman Ward 3
Shannon Pfeiffer | Alderman Ward 4
Rob Blackman | Alderman Ward 5
Julie Messenger | Alderman Ward 6



228.875.4236 | www.oceansprings-ms.gov

MEMORANDUM

To: Mayor & Board of Aldermen

From: Stephen Glorioso, Director of Parks & Recreation

Re: Approve facility use agreement for YMCA use of Taconi Basketball Gym for Adult Basketball from April 19, 2026 — May 31, 2026

Section: CONSENT AGENDA

Meeting Date: April 21, 2026

I respectfully request you approve the attached facility use agreement for YMCA Adult Basketball use of Taconi Basketball Gym from April 19th, 2026 through May 31st, 2026.

Thank You in advance for your consideration of this matter.

**CITY OF OCEAN SPRINGS
PARKS & RECREATION
FACILITY USE AGREEMENT**

This Agreement made the 15th day of April, 2026 by and between the City of Ocean Springs, Mississippi, a municipal corporation, hereinafter called "City" and MGC YMCA, hereinafter called "User".

WITNESSETH:

In consideration of mutual agreements contained herein, the parties hereto agree as follows:

1. The User shall operate its youth sports program at the location described in Exhibit "A", hereinafter called "Facilities", beginning April 19 through May 31. During this time period the City may reserve designated dates for special programs, events, and/or maintenance under the jurisdiction of the Parks & Recreation Department. The User may exercise certain storage and access rights during the non-use period, with written approval from the City's Parks & Recreation Director, hereinafter called "Director" or his/her designee.
2. The User shall affirm its existence as a non-profit corporation (if applicable), as evidenced by a certificate of existence issued by the Secretary of State of Mississippi pursuant to Section 79-11-121, Miss Code of 1972, as amended, a copy of which certificate has been given to the Director or his/her designee.
3. The User shall operate its youth sports program in accordance with its bylaws, policies and procedures, rules and regulations, all of which have heretofore been provided to the Director or his/her designee for approval or modification. If any changes in its governing methods are desired, the Users shall submit said proposed changes to the Director or his/her designee for approval. User will conduct registration for its sports programs at the Parks & Recreation Administrative Offices during a mutually designated and agreed upon time period by Director and User.
4. If requested, the User shall provide the Director with a copy of all rosters, registration forms, and schedules including tournaments or other events. Participant information shall include but not be limited to the name, address, and phone number. If requested, the User shall provide a copy of the name, address, and telephone numbers of all officials representing and acting on the behalf of the User during this agreement period. All applicants to serve in a coaching capacity shall have a criminal background check. The City will reserve the right to exclude any individual the privilege of coaching when there is a documented record of criminal or illegal activity in which the City deems to pose a potential threat or harm to the safety and well-being of the program's participants. The City shall also have the right to deny the privilege of coaching if an individual has been documented as previously engaging in negative, confrontational behavior or behavior which is detrimental to the participants and purpose of the league.
5. It shall be the responsibility of the City to maintain all fields and playing surfaces. The User shall inspect and approve the condition of the Facilities before commencing play or allowing participant

AMENDED 6/19/19

1 | Page

CITY OF OCEAN SPRINGS PARKS & RECREATION FACILITY USE AGREEMENT

access. The User shall not attempt to perform any maintenance of fields or playing surfaces. User shall not be allowed to attempt to drain, dry, or cut playing surfaces, or a field unless approved by the City and a representative of the city is present to supervise any such activity. In reference to baseball fields, the User shall perform minimal maintenance (if necessary) after each game by raking and tamping the pitcher's mound and home plate to prevent holes from being dug near the mound and home plate. User shall be responsible for picking up misplaced litter and placing it in trash cans. Erection by the User of any sign or banner shall require the prior written approval of the Director of his/her designee.

In the event the City's Director determines the field is damaged by the sports activities of User, the User shall pay sufficient funds, as determined by the City's Director, for proper field restoration and maintenance.

6. In the event of inclement weather, the director or his designee has vested authority to make any game determination for the safety of participants and preservation of the Facility.
7. The User shall make no permanent physical improvements to the facilities without first obtaining the Director's or his/her designee's written consent. Any physical improvements made by the User shall be in compliance with all municipal building, plumbing, gas and electrical codes and shall become the property of the City. The User will also be responsible for providing any locks on the facilities they desire during their season providing the Recreation department with a copy of the key or combination code so we can access the facilities as needed.
8. The User shall provide all equipment, uniforms, and personnel necessary to operate its program.
9. All revenue received by the User shall be used solely for the use and benefit of operating youth sports programs or making approved improvements of a facility in City parks. If the User desires at any time to collect admission fees, written approval from the Director or his/her designee shall be requested. At the Director's request, the User will furnish an updated financial statement at the beginning of the Agreement period, and again at the end of the Agreement period. The User's bookkeeping records will always be accessible to the director and be subject to audit by the City at any time.
- 10. The User will be responsible for collecting Participant Fees in the amount of \$5.00 (Five US Dollars) per participant registered. This fee shall be paid directly to the Parks & Recreation Department prior to the start of the 1st Game Day. Also, if this being an Adult League the User will also be responsible for paying the fee for Security to be provided at all games held at the Ocean Springs Sports Complex.**
11. If applicable, the User shall submit to the Director or his/her designee the name of an individual to act as Certification Officer for his/her youth sports program, who shall conduct certification clinics on an as needed basis and shall be responsible for having at least one certified person per team on the field at all practices and games. The Certification Officer shall maintain proof of certification of all active coaches and game officials and provide a list of all certified coaches and

**CITY OF OCEAN SPRINGS
PARKS & RECREATION
FACILITY USE AGREEMENT**

game officials to the director or his/her designee prior to the start of activities of the User. All Coaches and officials used by User shall be 18 years of age and be insured.

12. The User shall use the Facilities in a safe manner, shall not cause or permit damage or injury thereto, and shall comply with all applicable Federal, State, and local laws, rules, regulations, policies and procedures. The User shall be responsible for informing its coaches, officers and other personnel of these laws, rules, regulations, policies and procedures. Absent the written consent of the City, the Facilities shall not be used for any purpose except those herein designated.
13. The Facilities shall remain the property of the City; therefore, the City may enter the facilities at any time during the period of this Agreement for inspection or supervision deemed necessary by the City. The City shall provide regular maintenance on Facilities such as concession stands, press boxes, dugouts, restrooms, irrigation systems, fencing, lighting system, backstops, bleachers, and trash pick-up at designated areas on a regular basis if applicable. The User shall provide daily routine cleaning of the area and ensure the proper placement of trash into designated areas/receptacles.
14. The User shall report all vandalism to the Director or his/her designee immediately upon its discovery. Thereafter, the User shall submit a written report of such vandalism. The User shall report any altercations, conflicts, or disputes which may arise between parents, players, officials, coaches, or representatives of the User.
15. The User shall provide the Director or his/her designee with a certificate of insurance evidencing comprehensive liability coverage, naming the City of Ocean Springs as co-insured in combined limits not less than \$1,000,000 for bodily injury and property damage. The User expressly releases the City, its agents, officers and employees from any and all damage or injury to persons or property arising out of the performance of this Agreement and indemnifies the City against all damages, liabilities, expenses and losses incurred by the City as a result of the User's performance under this Agreement.
16. The Director or his/her designee shall serve as the liaison between the City and the User and, as such, shall interpret the requirements set forth in this Agreement and insure compliance therewith.
17. This Agreement may be terminated by either party upon giving thirty (30) days written notice to the other party. Notwithstanding termination by election of parties, the User's violation of any term or condition of this Agreement shall place it in default, thereby allowing the City to terminate this Agreement immediately.
18. Failure of the City to insist upon strict performance of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of such term or condition.
19. The User is in all respects an independent entity, not being a part of the City or associated therewith, except as a party to this Agreement.

**CITY OF OCEAN SPRINGS
PARKS & RECREATION
FACILITY USE AGREEMENT**

20. Nothing contained herein shall be construed to be a waiver of governmental immunity by the City, its officers and employees.
21. The User shall not assign or sublease, in whole or in part, any right or responsibility set forth herein and any facility outlined in this Agreement, except for the operation of concessions. The User must receive the Director's or his/her designee's written consent prior to entering into any concession agreement with a Third party. Any Agreement that will assign or sublease the sale of concessions must be in writing and must be approved by the Director or his/her designee prior to taking effect. No alcoholic beverages will be sold or consumed at the Facility or in public spaces near the Facility by the User, participants, or any third-party affiliate.
22. The User shall, at the end of this Agreement, provide the Director or his designee with a complete financial statement outlining the income and expenses of the User and any expenditure solely for the improvement of the Facilities covered by this Agreement.
23. The User shall comply with the Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that title, to the end that, in accordance with Title VI of the act and regulation, no person in the United States shall, on grounds of race, color, age, sex, religion, handicap, or national origin, be excluded from participation as a result of any use or activity by the User at the stated Facility.
24. Notices required or permitted to be sent to the parties hereof shall be deemed to have given when sent as follows:

City:

Stephen Glorioso, Director
Parks & Recreation Department
City of Ocean Springs
400 Alice Street
Ocean Springs, MS 39564

User:

NAME, TITLE

Mariah Provost - Youth Program Director

ORGANIZATION

MGCYMCA

ADDRESS

1810 Government St

CITY, ST, ZIP

OS, MS, 39564

CONTACT #

228-875-5050 ext.2

**CITY OF OCEAN SPRINGS
PARKS & RECREATION
FACILITY USE AGREEMENT**

25. This Agreement is executed by each party hereto after being duly authorized to do so.

CITY OF OCEAN SPRINGS, MISSISSIPPI

BY: _____

Stephen Glorioso, OSPR Director

ORGANIZATION NAME: MS Gulf Coast YMCA

BY: [Signature], CEO
CONTACT NAME, TITLE

EXHIBIT A

*Operational Dates: (Please list date range, days, and time frames for all activities)

Beginning April 19 Ending May 31

Monday _____ to _____
 Tuesday _____ to _____
 Wednesday _____ to _____
 Thursday _____ to _____
 Friday _____ to _____
 Saturday _____ to _____
 Sunday 1pm to 5pm

*may 17th City Basketball tournament
 *YMCA may use April 12th

Facilities Requested (Be specific) Taconi gym



Bobby Cox | Mayor
Matthew Hinton | Alderman at Large
Steve Tillis | Alderman Ward 1
Karen Stennis | Alderman Ward 2

Kevin Wade | Alderman Ward 3
Shannon Pfeiffer | Alderman Ward 4
Rob Blackman | Alderman Ward 5
Julie Messenger | Alderman Ward 6



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MEMORANDUM

To: Mayor & Board of Aldermen

From: Stephen Glorioso, Director of Parks & Recreation

Re: Approve a facility use agreement for YMCA Summer Programs use of Taconi Gym starting Wednesday, June 3rd, from 1pm to 4 pm and continuing every Wednesday until July 29, 2026

Section: CONSENT AGENDA

Meeting Date: April 21, 2026

I respectfully request you approve a facility use agreement for YMCA Summer Programs use of Taconi Gym starting Wednesday, June 3rd, from 1pm to 4 pm and continuing every Wednesday until July 29th.

Thank You in advance for your consideration of this matter.

**CITY OF OCEAN SPRINGS
PARKS & RECREATION
FACILITY USE AGREEMENT**

This Agreement made the 15th day of April, 2026 by and between the City of Ocean Springs, Mississippi, a municipal corporation, hereinafter called "City" and MGC YMCA, hereinafter called "User".

WITNESSETH:

In consideration of mutual agreements contained herein, the parties hereto agree as follows:

1. The User shall operate its youth sports program at the location described in Exhibit "A", hereinafter called "Facilities", beginning June 3 through July 29. During this time period the City may reserve designated dates for special programs, events, and/or maintenance under the jurisdiction of the Parks & Recreation Department. The User may exercise certain storage and access rights during the non-use period, with written approval from the City's Parks & Recreation Director, hereinafter called "Director" or his/her designee.
2. The User shall affirm its existence as a non-profit corporation (if applicable), as evidenced by a certificate of existence issued by the Secretary of State of Mississippi pursuant to Section 79-11-121, Miss Code of 1972, as amended, a copy of which certificate has been given to the Director or his/her designee.
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4. If requested, the User shall provide the Director with a copy of all rosters, registration forms, and schedules including tournaments or other events. Participant information shall include but not be limited to the name, address, and phone number. If requested, the User shall provide a copy of the name, address, and telephone numbers of all officials representing and acting on the behalf of the User during this agreement period. All applicants to serve in a coaching capacity shall have a criminal background check. The City will reserve the right to exclude any individual the privilege of coaching when there is a documented record of criminal or illegal activity in which the City deems to pose a potential threat or harm to the safety and well -being of the program's participants. The City shall also have the right to deny the privilege of coaching if an individual has been documented as previously engaging in negative, confrontational behavior or behavior which is detrimental to the participants and purpose of the league.
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CITY OF OCEAN SPRINGS PARKS & RECREATION FACILITY USE AGREEMENT

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**CITY OF OCEAN SPRINGS
PARKS & RECREATION
FACILITY USE AGREEMENT**

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19. The User is in all respects an independent entity, not being a part of the City or associated therewith, except as a party to this Agreement.

**CITY OF OCEAN SPRINGS
PARKS & RECREATION
FACILITY USE AGREEMENT**

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24. Notices required or permitted to be sent to the parties hereof shall be deemed to have given when sent as follows:

City:

Stephen Glorioso, Director
Parks & Recreation Department
City of Ocean Springs
400 Alice Street
Ocean Springs, MS 39564

User:

NAME, TITLE

Mariah Provost - Youth Program Director

ORGANIZATION

MGCYMCA

ADDRESS

1810 Government St

CITY, ST, ZIP

OS, MS, 39564

CONTACT #

228) 875-5050 ext 2

**CITY OF OCEAN SPRINGS
PARKS & RECREATION
FACILITY USE AGREEMENT**

25. This Agreement is executed by each party hereto after being duly authorized to do so.

CITY OF OCEAN SPRINGS, MISSISSIPPI

BY: _____

Stephen Glorioso, OSPR Director

ORGANIZATION NAME:

MS Gulf Coast YMCA

BY:

[Signature]
CONTACT NAME, TITLE

EXHIBIT A

*Operational Dates: (Please list date range, days, and time frames for all activities)

Beginning June 3 Ending July 29

Monday _____ to _____

Tuesday _____ to _____

Wednesday 12 pm to 4 pm

Thursday _____ to _____

Friday _____ to _____

Saturday _____ to _____

Sunday _____ to _____

[Signature]

Facilities Requested (Be specific) Taconi Gym

**CITY OF OCEAN SPRINGS
PARKS & RECREATION
FACILITY USE AGREEMENT**



Bobby Cox | Mayor
Matthew Hinton | Alderman at Large
Steve Tillis | Alderman Ward 1
Karen Stennis | Alderman Ward 2

Kevin Wade | Alderman Ward 3
Shannon Pfeiffer | Alderman Ward 4
Rob Blackman | Alderman Ward 5
Julie Messenger | Alderman Ward 6



228.875.4236 | www.oceansprings-ms.gov

MEMORANDUM

To: Mayor & Board of Aldermen

From: Stephen Glorioso, Director of Parks & Recreation

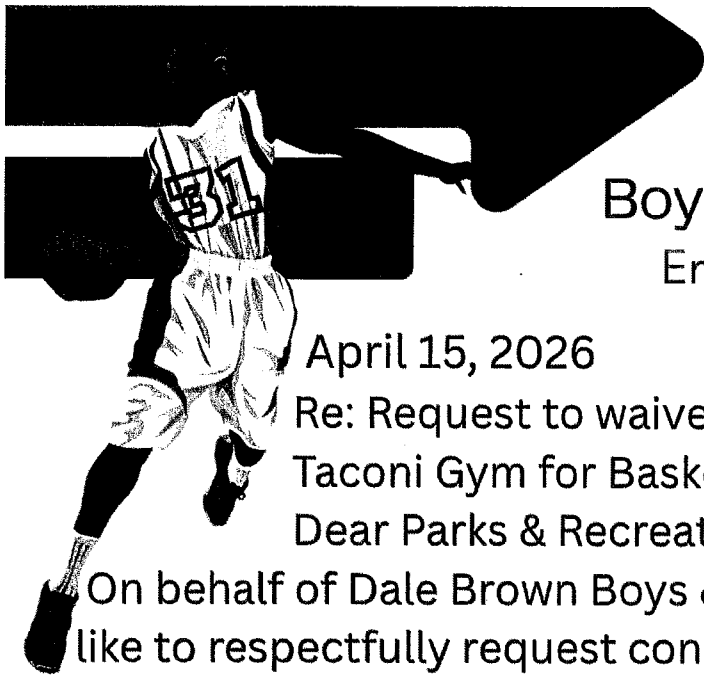
Re: Authorize and waive all associated fees for the Dale Brown Sports Academy to use the Taconi Basketball Gym on June 26, 27, and 28, 2026, to advertise the resources of the City

Section: CONSENT AGENDA

Meeting Date: April 21, 2026

Authorize and waive all associated fees for the Dale Brown Sports Academy to use the Taconi Basketball Gym on June 26th, 27th, and 28th, 2026, to advertise the resources of the City

Thank You in advance for your consideration of this matter.



DALE BROWN

Boys & Girls Sports Academy

Empowering youth through sport

April 15, 2026

Re: Request to waive facility fees

Taconi Gym for Basketball Camp

Dear Parks & Recreation Department Team,

On behalf of Dale Brown Boys & Girls Sports Academy, I would like to respectfully request consideration of waiving the facility usage fees for the Ocean Springs Taconi Gym in support of our upcoming Basketball Camp. The Basketball Camp is scheduled to take place in Taconi Gym Friday June 26th, on Saturday, June 27th, and Sunday, June 28th. We are requesting use of the Gym under a facility use agreement spanning Friday, June 26 through Sunday, June 28, to serve as our primary location for the basketball camp. This space is essential for supporting our youth and contributes to the overall success and smooth operation of the event. We sincerely appreciate your consideration of this request and your ongoing support of community events in Ocean Springs. Please let me know if you need any additional information or documentation from us. Thank you for your time and consideration.

Warm regards,

Dale Brown



404-747-9364



dalebrown3114@gmail.com

4/21/26 DOCKET OF CLAIMS

By Vendor Name



Ocean Springs, MS

Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
Vendor: 04470 - ACE DATA STORAGE					
ACE DATA STORAGE	0206642	SHREDDING SERVICES FOR CITY HALL & COURT	COURT DEPT SHREDDING SERVICE	001-110-600-0600	55.00
ACE DATA STORAGE	0206642	SHREDDING SERVICES FOR CITY HALL & COURT	CITY HALL SHREDDING SERVICES	001-140-600-0600	55.00
Vendor 04470 - ACE DATA STORAGE Total:					110.00
Vendor: 04580 - AGJ SYSTEMS & NETWORKS INC					
AGJ SYSTEMS & NETWORKS I...	130106	AGJ IT MONTHLY CONTRACT	EMAIL HOSTING AGREEMENT	001-140-602-0000	1,433.25
AGJ SYSTEMS & NETWORKS I...	130106	AGJ IT MONTHLY CONTRACT	EMAIL HOSTING AGREEMENT	401-300-602-0000	477.75
AGJ SYSTEMS & NETWORKS I...	130146	AGJ IT MONTHLY CONTRACT	AGREEMENT BACKUP & DISASTER RECOVERY SERVER	001-140-602-0000	487.50
AGJ SYSTEMS & NETWORKS I...	130146	AGJ IT MONTHLY CONTRACT	ADDITIONAL BACKUP & DISASTER RECOVER	001-140-603-0000	150.75
AGJ SYSTEMS & NETWORKS I...	130146	AGJ IT MONTHLY CONTRACT	AGREEMENT BACKUP & DISASTER RECOVERY SERVER	401-300-602-0000	162.50
AGJ SYSTEMS & NETWORKS I...	130146	AGJ IT MONTHLY CONTRACT	ADDITIONAL BACKUP & DISASTER RECOVER	401-300-603-0000	74.25
AGJ SYSTEMS & NETWORKS I...	130164	AGJ IT MONTHLY CONTRACT	MFA FOR AD AGREEMENT	001-140-602-0000	475.12
AGJ SYSTEMS & NETWORKS I...	130164	AGJ IT MONTHLY CONTRACT	MFA FOR AD AGREEMENT	401-300-602-0000	158.38
AGJ SYSTEMS & NETWORKS I...	MSP-130063	AGJ IT MONTHLY CONTRACT	MSP COMPLETE CARE AGREEMENT	001-140-602-0000	7,650.00
AGJ SYSTEMS & NETWORKS I...	MSP-130063	AGJ IT MONTHLY CONTRACT	ONSITE RESOURCEE AT PD	001-200-600-0600	2,500.00
AGJ SYSTEMS & NETWORKS I...	MSP-130063	AGJ IT MONTHLY CONTRACT	MSP COMPLETE CARE AGREEMENT	401-300-602-0000	2,550.00
Vendor 04580 - AGJ SYSTEMS & NETWORKS INC Total:					16,119.50
Vendor: 06040 - AMAZON CAPITAL SERVICES					
AMAZON CAPITAL SERVICES	1HP1-1N6C-7DHN	Fire Hydrant Gate Valve	Fire Hydrant Gate Valve X 3	001-260-548-0000	968.94
AMAZON CAPITAL SERVICES	1F7J-XJKJ-CJGF	16 Channel 50' XLR Cable for Media Room	4'x6' State of MS flag	001-196-560-0000	29.98
AMAZON CAPITAL SERVICES	1F7J-XJKJ-CJGF	16 Channel 50' XLR Cable for Media Room	6'x10' American flag	001-196-560-0000	69.99
AMAZON CAPITAL SERVICES	1F7J-XJKJ-CJGF	16 Channel 50' XLR Cable for Media Room	Seismic Audio - SAXQ-16x8x50 - 16 Channel 50' XLR	001-196-560-0000	273.62
AMAZON CAPITAL SERVICES	1NJ6-XVPX-CGN7	TV Wall Mounts for Smart Boards	Senville 42" Oscillating Tower Fan	001-260-501-0000	79.98
AMAZON CAPITAL SERVICES	1NJ6-XVPX-CGN7	TV Wall Mounts for Smart Boards	MOUNTUP TV Wall Mount Tilting TV Mount	001-260-547-0000	79.96
AMAZON CAPITAL SERVICES	19M7-T4TW-KVN3	Weather Radios	Midland- WR120B radio for each station	001-260-547-0000	91.18
AMAZON CAPITAL SERVICES	19M7-T4TW-KVN3	Weather Radios	Midland -WR400 Weather radio for the EOC	001-260-547-0000	94.98
Vendor 06040 - AMAZON CAPITAL SERVICES Total:					1,688.63
Vendor: 05101 - AMERICAN HEART ASSOCIATION					
AMERICAN HEART ASSOCIATI...	004161705	CPR Instructor Materials	Heartsaver® First Aid CPR AED Student Workbook	001-260-605-0607	27.00
AMERICAN HEART ASSOCIATI...	004161705	CPR Instructor Materials	BLS Instructor Package: USB Videos	001-260-605-0607	170.55
AMERICAN HEART ASSOCIATI...	004161705	CPR Instructor Materials	BLS Provider Manual	001-260-605-0607	117.90
AMERICAN HEART ASSOCIATI...	004161705	CPR Instructor Materials	Heartsaver® Instructor Package: USB Videos	001-260-605-0607	429.01
AMERICAN HEART ASSOCIATI...	004181067	Student CPR Materials	Shipping	001-260-605-0607	9.51
AMERICAN HEART ASSOCIATI...	004181067	Student CPR Materials	CPR Manikin Face Shields (100 count)	001-260-605-0607	30.00
AMERICAN HEART ASSOCIATI...	004181067	Student CPR Materials	CPR Training Valves (50-count)	001-260-605-0607	62.00
Vendor 05101 - AMERICAN HEART ASSOCIATION Total:					845.97

4/21/26 DOCKET OF CLAIMS

Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
Vendor: 05619 - AT&T MOBILITY					
AT&T MOBILITY	929X04052026	CITY CELL PHONES	CITY CELL PHONES PROJECT MGR	001-120-611-0000	46.57
AT&T MOBILITY	929X04052026	CITY CELL PHONES	CITY CELL PHONES HUMAN RESOURCES	001-180-611-0000	46.57
AT&T MOBILITY	929X04052026	CITY CELL PHONES	PLANNING DIRECTOR	001-190-611-0000	46.57
AT&T MOBILITY	929X04052026	CITY CELL PHONES	CITY CELL PHONES BUILDING	001-191-611-0000	139.71
AT&T MOBILITY	929X04052026	CITY CELL PHONES	CITY CELL PHONES ANIMAL CONTROL	001-200-611-0000	46.57
AT&T MOBILITY	929X04052026	CITY CELL PHONES	FIRE INSPECTOR IPAD	001-260-611-0000	40.73
AT&T MOBILITY	929X04052026	CITY CELL PHONES	IPAD 228-282-0587	001-260-611-0000	40.73
AT&T MOBILITY	929X04052026	CITY CELL PHONES	FIRE IPAD 228-278-8146	001-260-611-0000	40.73
AT&T MOBILITY	929X04052026	CITY CELL PHONES	CITY CELL PHONES PW ADMIN	001-300-611-0000	46.57
AT&T MOBILITY	929X04052026	CITY CELL PHONES	CITY CELL PHONES STREET	001-301-611-0000	17.53
AT&T MOBILITY	929X04052026	CITY CELL PHONES	CITY CELL PHONES DRAINAGE	001-352-611-0000	64.10
AT&T MOBILITY	929X04052026	CITY CELL PHONES	NETGEAR NIGHTHAWK	001-550-611-0000	40.73
AT&T MOBILITY	929X04052026	CITY CELL PHONES	GAY LEMON	001-550-611-0000	40.73
AT&T MOBILITY	929X04052026	CITY CELL PHONES	HOTSPOT - 3271656	001-550-611-0000	40.73
AT&T MOBILITY	929X04052026	CITY CELL PHONES	HOTSPOT	001-550-611-0000	40.73
AT&T MOBILITY	929X04052026	CITY CELL PHONES	DRAINAGE IPAD 8195090	001-550-611-0000	40.73
AT&T MOBILITY	929X04052026	CITY CELL PHONES	BUILDING MAINT IPAD	001-550-611-0000	40.73
AT&T MOBILITY	929X04052026	CITY CELL PHONES	CITY CELL PHONES PARKS DEPT	001-550-611-0000	279.42
AT&T MOBILITY	929X04052026	CITY CELL PHONES	WATER DEPT IPADS X 4	401-710-611-0000	162.92
AT&T MOBILITY	929X04052026	CITY CELL PHONES	CITY CELL PHONES WATER BILLING	401-710-611-0000	93.14
AT&T MOBILITY	929X04052026	CITY CELL PHONES	CITY CELL PHONES WATER DEPT	401-750-611-0000	93.14
AT&T MOBILITY	929X04052026	CITY CELL PHONES	SEWER IPAD	401-751-611-0000	40.73
AT&T MOBILITY	929X04052026	CITY CELL PHONES	CITY CELL PHONES SEWER DEPT	401-751-611-0000	93.14
AT&T MOBILITY	842X04052026	FIRSTNET SERVICES THROUGH 3/27/26	FIRSTNET SERVICES - WARD 4	001-001-023-0000	46.57
AT&T MOBILITY	842X04052026	FIRSTNET SERVICES THROUGH 3/27/26	FIRSTNET SERVICES - WARD 2	001-001-023-0000	46.57
AT&T MOBILITY	842X04052026	FIRSTNET SERVICES THROUGH 3/27/26	FIRSTNET SERVICES - MAYOR ASST	001-120-611-0000	46.57
AT&T MOBILITY	842X04052026	FIRSTNET SERVICES THROUGH 3/27/26	FIRSTNET SERVICES - MAYOR	001-120-611-0000	46.57
AT&T MOBILITY	842X04052026	FIRSTNET SERVICES THROUGH 3/27/26	FIRSTNET SERVICES - MAYOR IPAD	001-120-611-0000	40.73
AT&T MOBILITY	842X04052026	FIRSTNET SERVICES THROUGH 3/27/26	FIRSTNET SERVICES - CITY CLERK	001-140-611-0000	46.57
AT&T MOBILITY	842X04052026	FIRSTNET SERVICES THROUGH 3/27/26	FIRSTNET SERVICES - K. JOHNSON	001-180-611-0000	46.57
AT&T MOBILITY	842X04052026	FIRSTNET SERVICES THROUGH 3/27/26	FIRSTNET SERVICES - BLDG	001-191-611-0000	46.57
AT&T MOBILITY	842X04052026	FIRSTNET SERVICES THROUGH 3/27/26	FIRSTNET SERVICES - FIRE MARSHALL	001-260-611-0000	46.57
AT&T MOBILITY	842X04052026	FIRSTNET SERVICES THROUGH 3/27/26	FIRSTNET SERVICES - FIRE CHIEF	001-260-611-0000	46.57
AT&T MOBILITY	842X04052026	FIRSTNET SERVICES THROUGH 3/27/26	FIRSTNET SERVICES - FIRE IPADS	001-260-611-0000	81.46
AT&T MOBILITY	842X04052026	FIRSTNET SERVICES THROUGH 3/27/26	FIRSTNET SERVICES - PW ADMIN	001-300-611-0000	46.57
Vendor 05619 - AT&T MOBILITY Total:					2,171.14
Vendor: 04939 - BADGEPASS, INC.					
BADGEPASS, INC.	INV137689	SOFTWARE SUPPORT AGREEMENT 5/22/26 - 5/21/27	SOFTWARE SUPPORT AGREEMENT 5/22/26 - 5/21/27	001-200-602-0000	655.00

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Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
BADGEPASS, INC.	INV137690	HARDWARE SUPPORT AGREEMENT 5/22/26 - 5/21/27	HARDWARE SUPPORT AGREEMENT 5/22/26 - 5/21/27	103-200-600-0600	735.00
Vendor 04939 - BADGEPASS, INC. Total:					1,390.00
Vendor: 01306 - BILOXI PAPER CO INC					
BILOXI PAPER CO INC	509392	Janitorial Supplies	PT 1658BK 38X58 BLACK LINER 1.2 MIL 100/CS X7658SK	001-196-510-0000	29.10
BILOXI PAPER CO INC	509392	Janitorial Supplies	NITRILE BLUE GLOVES LARGE BWK380 10/100/CS	001-196-510-0000	42.53
BILOXI PAPER CO INC	511150	Janitorial Supplies	TORK MATIC STANDARD WHITE 6RLS-700' 290089	001-196-510-0000	56.72
BILOXI PAPER CO INC	511150	Janitorial Supplies	PT 1658BK 38X58 BLACK LINER 1.2MIL 100/CS X7658SKR	001-196-510-0000	58.20
BILOXI PAPER CO INC	511150	Janitorial Supplies	X-EFFECT DISINFECTANT GL 10 4/1 GALLON SPARTAN 101	001-196-510-0000	52.30
BILOXI PAPER CO INC	511150	Janitorial Supplies	M4096 TOLIET TISSUE 2 PLY 9 96 ROLLS/CS	001-196-510-0000	39.95
BILOXI PAPER CO INC	511150	Janitorial Supplies	LIQUID BLEACH 6/GL CS	001-196-510-0000	25.70
Vendor 01306 - BILOXI PAPER CO INC Total:					304.50
Vendor: 04289 - BOBBY TYSON'S TIRE & AUTOMOTIVE					
BOBBY TYSON'S TIRE & AUTO...	365449	Break (rear) repair for truck #8	Duralast brake shoe (rear)	001-550-630-0000	83.10
BOBBY TYSON'S TIRE & AUTO...	365449	Break (rear) repair for truck #8	Brake inspection	001-550-630-0000	24.99
BOBBY TYSON'S TIRE & AUTO...	365449	Break (rear) repair for truck #8	Hazardous materials	001-550-630-0000	7.00
BOBBY TYSON'S TIRE & AUTO...	365449	Break (rear) repair for truck #8	Shop items	001-550-630-0000	10.50
BOBBY TYSON'S TIRE & AUTO...	365449	Break (rear) repair for truck #8	Parking brake shoe and lining.	001-550-630-0000	210.00
BOBBY TYSON'S TIRE & AUTO...	365449	Break (rear) repair for truck #8	Drums for brake repair	001-550-630-0000	226.34
BOBBY TYSON'S TIRE & AUTO...	365449	Break (rear) repair for truck #8	Duralast brake drum all in one kit	001-550-630-0000	31.85
BOBBY TYSON'S TIRE & AUTO...	365487	New tires for Truck 7	Tire disposal	001-550-570-0000	19.96
BOBBY TYSON'S TIRE & AUTO...	365487	New tires for Truck 7	hazardous materials	001-550-630-0000	8.00
BOBBY TYSON'S TIRE & AUTO...	365487	New tires for Truck 7	Mount and balance 4 tires	001-550-630-0000	99.98
BOBBY TYSON'S TIRE & AUTO...	365487	New tires for Truck 7	225/70R15 100T	001-550-630-0000	415.96
BOBBY TYSON'S TIRE & AUTO...	365577	Repair Fire Marshal Vehicle	Repair Fire Marshal Truck	001-260-630-0000	970.36
Vendor 04289 - BOBBY TYSON'S TIRE & AUTOMOTIVE Total:					2,108.04
Vendor: 04540 - BROWN, MITCHELL & ALEXANDER, INC					
BROWN, MITCHELL & ALEXA...	26895	GENERAL ENGINEERING MARCH 2026	GENERAL ENGINEERING MARCH 2026	001-120-600-0612	2,445.25
Vendor 04540 - BROWN, MITCHELL & ALEXANDER, INC Total:					2,445.25
Vendor: 02619 - BRYAN MILLING					
BRYAN MILLING	0528	Panels for History Museum	7 X 8 PANEL BUILD AND INSTALL	001-196-645-0000	300.00
BRYAN MILLING	0528	Panels for History Museum	1- X 8 PANEL BUILD AND INSTALL	001-196-645-0000	400.00
Vendor 02619 - BRYAN MILLING Total:					700.00
Vendor: 03204 - C SPIRE WIRELESS					
C SPIRE WIRELESS	INV0035301	ACCT 0030078484	ROCKET MODEMS FOR POLICE CARS	001-200-611-0000	1,517.12
Vendor 03204 - C SPIRE WIRELESS Total:					1,517.12
Vendor: 00039 - CENTRAL PIPE SUPPLY, INC.					
CENTRAL PIPE SUPPLY, INC.	S100446692.001	saddle tap for Parktown watermain	FORD BRASS CORP STOP 1" #F1100-4-G-NL MIPT X CTS	401-750-571-0000	319.16
CENTRAL PIPE SUPPLY, INC.	S100446692.001	saddle tap for Parktown watermain	SMITH BLAIR DS 8" X 1" IP SERVICE SADDLE #313-0009	401-750-571-0000	122.34
CENTRAL PIPE SUPPLY, INC.	S100446692.001	saddle tap for Parktown watermain	SMITH BLAIR DS 6" X 1" IP SERVICE SADDLE #313-0006	401-750-571-0000	101.20
CENTRAL PIPE SUPPLY, INC.	S100446222.001	Repair Parts Fire Hydrants Holcomb/Jamez Service	1 1/2" X 300' CTS BLUE ULTRA-PURE SERVICE TUBING 2	401-750-571-0000	441.00
CENTRAL PIPE SUPPLY, INC.	S100446222.001	Repair Parts Fire Hydrants Holcomb/Jamez Service	FORD BRASS CORP STOP 1 1/2" #FB1100-6-NL MIPT X CT	401-750-571-0000	249.16

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Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
CENTRAL PIPE SUPPLY, INC.	S100446222.001	Repair Parts Fire Hydrants Holcomb/Jamez Service	OPERATING NUT FOR M&H #129 5 1/4" #455753	401-750-571-0000	217.30
Vendor 00039 - CENTRAL PIPE SUPPLY, INC. Total:					1,450.16
Vendor: 05654 - CHANCELLOR, INC.					
CHANCELLOR, INC.	030295959-01	Electrical Repair Parts - Downtown	EAG S21-SP ANGL PLUG-NM14- 30P&50P	001-301-563-0000	87.93
CHANCELLOR, INC.	030295959-01	Electrical Repair Parts - Downtown	TOP WCIU1VM 7IN IN-USE COVER	001-301-563-0000	84.00
CHANCELLOR, INC.	030295959-01	Electrical Repair Parts - Downtown	EAG AH1258BK-F 50A RECEPTACLE	001-301-563-0000	37.44
CHANCELLOR, INC.	030295959-01	Electrical Repair Parts - Downtown	TOP WDB1350 1/2 1G DEEP BOX	001-301-563-0000	27.92
Vendor 05654 - CHANCELLOR, INC. Total:					237.29
Vendor: 00326 - CHEMSEARCH					
CHEMSEARCH	9564481	Everclean (Asphalt Cleaner)	12067932 EVERCLEAN, 55 GL, NAC MM	001-301-560-0000	4,612.95
Vendor 00326 - CHEMSEARCH Total:					4,612.95
Vendor: 06156 - COAST ELEVATORS					
COAST ELEVATORS	25-114	Routine Elevator Maintenance	Routine Elevator Maintenance - Quarterly Contract	001-260-600-0600	341.37
Vendor 06156 - COAST ELEVATORS Total:					341.37
Vendor: 05617 - COAST RIFLE AND PISTOL CLUB					
COAST RIFLE AND PISTOL CLUB	42525	Firearms Instructors Memberships	Yearly Membership Kestner, Fox, England, Bourque, Brya	001-200-686-0000	1,000.00
Vendor 05617 - COAST RIFLE AND PISTOL CLUB Total:					1,000.00
Vendor: 02195 - COAST TRANSIT AUTHORITY					
COAST TRANSIT AUTHORITY	INV-1446551894	3RD QUARTER BILLING FYE 2026	3RD QUARTER BILLING FYE 2026	001-190-607-0000	19,225.00
Vendor 02195 - COAST TRANSIT AUTHORITY Total:					19,225.00
Vendor: 01714 - COASTAL FIRE AND SAFETY, LLC					
COASTAL FIRE AND SAFETY, LLC	38457	MONTHLY FIRE / BURGLAR ALARM MONITORING	CITY HALL	001-140-600-0600	95.00
COASTAL FIRE AND SAFETY, LLC	38457	MONTHLY FIRE / BURGLAR ALARM MONITORING	COMMUNITY CENTER	001-194-600-0600	70.00
COASTAL FIRE AND SAFETY, LLC	38457	MONTHLY FIRE / BURGLAR ALARM MONITORING	CIVIC CENTER	001-195-600-0600	70.00
COASTAL FIRE AND SAFETY, LLC	38457	MONTHLY FIRE / BURGLAR ALARM MONITORING	Alarm Monitoring	001-196-600-0600	45.00
COASTAL FIRE AND SAFETY, LLC	38457	MONTHLY FIRE / BURGLAR ALARM MONITORING	Security Monitoring	001-196-600-0600	25.00
COASTAL FIRE AND SAFETY, LLC	38457	MONTHLY FIRE / BURGLAR ALARM MONITORING	LIBRARY	101-510-630-0000	45.00
COASTAL FIRE AND SAFETY, LLC	38523	Recorder & 4 more Security Cameras 2nd Floor	PoE Switch 24, Surveillance Equipment	336-190-901-0000	425.00
COASTAL FIRE AND SAFETY, LLC	38523	Recorder & 4 more Security Cameras 2nd Floor	NVR 32 Channel, Surveillance Equipment	336-190-901-0000	1,430.00
COASTAL FIRE AND SAFETY, LLC	38523	Recorder & 4 more Security Cameras 2nd Floor	IP Camera, Surveillance Equipment	336-190-901-0000	1,076.00
COASTAL FIRE AND SAFETY, LLC	38539	INSTALL 4MP IP CAMERA	4MP TURRET IP CAMERA NDAA APPROVED DEVICE	001-120-699-0000	279.00
Vendor 01714 - COASTAL FIRE AND SAFETY, LLC Total:					3,560.00
Vendor: 00025 - CONTROL SYSTEMS INC					
CONTROL SYSTEMS INC	P-1142	Breakers for Lift stations	Breaker 3VA5140-4ED21-OAAO 40 AMP, 2 POLE BREAKER	401-751-571-0000	2,739.00
CONTROL SYSTEMS INC	P-1238	Halstead Well - replacement soft start	AB 150-F135NBD Halstea...	401-750-571-0000	7,654.00
Vendor 00025 - CONTROL SYSTEMS INC Total:					10,393.00

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Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
Vendor: 039251 - COUVILLION GROUP, LLC					
COUVILLION GROUP, LLC	8450-4	STORM DRAIN IMPROVEMENTS DAVIDSON AND CALHOUN	STORM DRAIN IMPROVEMENTS DAVIDSON AND CALHOUN	324-333-911-0000	285,199.25
Vendor 039251 - COUVILLION GROUP, LLC Total:					285,199.25
Vendor: 06049 - CROCKER HEATING & AIR INC					
CROCKER HEATING & AIR INC	23021	2 ton trane 14.3 seer air conditioner	crane truck	001-196-901-0000	600.00
CROCKER HEATING & AIR INC	23021	2 ton trane 14.3 seer air conditioner	2 ton 14.3 seer air conditioner with electric heat	001-196-901-0000	7,600.00
Vendor 06049 - CROCKER HEATING & AIR INC Total:					8,200.00
Vendor: 05822 - CRUISIN' THE COAST, INC.					
CRUISIN' THE COAST, INC.	INV0035370	CRUISIN' THE COAST 2026 SPONSORSHIP	CRUISIN' THE COAST 2026 SPONSORSHIP	010-140-703-0001	5,000.00
CRUISIN' THE COAST, INC.	INV0035370	CRUISIN' THE COAST 2026 SPONSORSHIP	2026 FRIDAY NIGHT EVENT	010-140-703-0001	4,000.00
Vendor 05822 - CRUISIN' THE COAST, INC. Total:					9,000.00
Vendor: 037481 - DAVID N. HARRIS LAW FIRM, PLLC					
DAVID N. HARRIS LAW FIRM, ...	59	PROFESSIONAL LEGAL SERVICES APRIL 2026	PROFESSIONAL LEGAL SERVICES	001-120-600-0602	9,840.00
DAVID N. HARRIS LAW FIRM, ...	59	PROFESSIONAL LEGAL SERVICES APRIL 2026	PROFESSIONAL LEGAL SERVICES	401-750-600-0602	1,080.00
DAVID N. HARRIS LAW FIRM, ...	59	PROFESSIONAL LEGAL SERVICES APRIL 2026	PROFESSIONAL LEGAL SERVICES	401-751-600-0602	1,080.00
Vendor 037481 - DAVID N. HARRIS LAW FIRM, PLLC Total:					12,000.00
Vendor: 037271 - DELTA UTILITIES					
DELTA UTILITIES	INV0035324	NATURAL GAS CHARGES	3049226-8 / 1018 PORTER AVE	001-140-625-0000	114.97
DELTA UTILITIES	INV0035324	NATURAL GAS CHARGES	7455154-0 / 1018 PORTER AVE	001-140-625-0000	60.73
DELTA UTILITIES	INV0035324	NATURAL GAS CHARGES	3049209-4 / 516 WASHINGTON AVE	001-193-625-0000	63.27
DELTA UTILITIES	INV0035324	NATURAL GAS CHARGES	13833124-4 / 1600 GOVERNMENT ST (MARY C)	001-196-625-0000	50.14
DELTA UTILITIES	INV0035324	NATURAL GAS CHARGES	6537669-1 / 503 DEWEY AVE GENERATOR	001-200-625-0000	46.86
DELTA UTILITIES	INV0035324	NATURAL GAS CHARGES	9369075-8 / 3810 BIENVILLE BLVD	001-200-625-0000	215.91
DELTA UTILITIES	INV0035324	NATURAL GAS CHARGES	9069605-5 / 3820 BIENVILLE BLVD	001-260-625-0000	154.08
DELTA UTILITIES	INV0035324	NATURAL GAS CHARGES	3086932-5 / 1226 BIENVILLE BLVD	001-260-625-0000	72.10
DELTA UTILITIES	INV0035324	NATURAL GAS CHARGES	3137039-8 / 2830 GOVERNMENT (BEAUGEZ FIRE STATION)	001-260-625-0000	117.51
DELTA UTILITIES	INV0035324	NATURAL GAS CHARGES	7984159-9 / 1018 PORTER AVE B	001-301-625-0000	55.70
DELTA UTILITIES	INV0035324	NATURAL GAS CHARGES	7984165-6 / 405 HALSTEAD RD	001-301-625-0000	53.17
DELTA UTILITIES	INV0035324	NATURAL GAS CHARGES	3074142-5 / 724 PINE DR	001-301-625-0000	354.67
DELTA UTILITIES	INV0035324	NATURAL GAS CHARGES	6400671650-6 / 710 MAGNOLIA AVE	001-550-625-0000	46.86
DELTA UTILITIES	INV0035324	NATURAL GAS CHARGES	3062130-4 / 1409 MIDDLE AVE	001-550-625-0000	97.31
DELTA UTILITIES	INV0035324	NATURAL GAS CHARGES	6400415252-2 / 400 ALICE ST	001-550-625-0000	106.82
DELTA UTILITIES	INV0035324	NATURAL GAS CHARGES	3068913-7 / 720 PINE DR	401-751-625-0000	46.86
DELTA UTILITIES	INV0035324	NATURAL GAS CHARGES	6400671651-4 / 611 MAGNOLIA AVE	551-551-625-0000	149.03
DELTA UTILITIES	INV0035324	NATURAL GAS CHARGES	6400671646-4 / 1612 GOVERNMENT S...	551-551-625-0000	227.25
Vendor 037271 - DELTA UTILITIES Total:					2,033.24
Vendor: 030991 - DEVIN CARTER					
DEVIN CARTER	INV0035278	SOCIAL MEDIA 3/24 - 4/3	SOCIAL MEDIA 3/24 - 4/3	001-196-610-0000	172.50
Vendor 030991 - DEVIN CARTER Total:					172.50

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Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
Vendor: 003183 - DICK'S SPORTING GOODS, INC					
DICK'S SPORTING GOODS, INC	4515	Spring basketball scorebooks	Lifetime basketball scorebook	001-550-540-0541	39.96
Vendor 003183 - DICK'S SPORTING GOODS, INC Total:					39.96
Vendor: 00864 - DPS CRIME LAB					
DPS CRIME LAB	90173176	ANALYTICAL FEES APRIL 2026	ANALYTICAL FEES APRIL 2026	001-200-699-0000	240.00
Vendor 00864 - DPS CRIME LAB Total:					240.00
Vendor: 03112 - DUNAWAY SIGNS, INC.					
DUNAWAY SIGNS, INC.	47351	Reflective Numbers Unit 2202 Harley	Vinyl Numbers 2202	001-200-563-0000	20.60
DUNAWAY SIGNS, INC.	47352	2 Fender Lettering Harley's	Vinyl Lettering x 2	001-200-563-0000	54.00
DUNAWAY SIGNS, INC.	47366	Unit 2207 Lettering	Vinyl Reflective Police Shield For Patrol	001-200-563-0000	320.00
DUNAWAY SIGNS, INC.	47366	Unit 2207 Lettering	Lettering Install Unit 2207	001-200-630-0000	480.00
Vendor 03112 - DUNAWAY SIGNS, INC. Total:					874.60
Vendor: 03206 - DUNCAN AUDIO & PRODUCTION SERVICES, LLC					
DUNCAN AUDIO & PRODUCTI...	INV0035285	SEAN OF THE SOUTH SHOW 4/11/26	SEAN OF THE SOUTH SHOW 4/11/26	001-196-108-0000	350.00
Vendor 03206 - DUNCAN AUDIO & PRODUCTION SERVICES, LLC Total:					350.00
Vendor: 05394 - EAGLE ENERGY INC.					
EAGLE ENERGY INC.	49802	Annual Fuel (Gas/Diesel) Delivered Oct2025-Sept2026	Annual Fuel Delivered Oct 2025 - Sept 2026 DIESEL	001-301-525-0000	1,354.43
EAGLE ENERGY INC.	49802	Annual Fuel (Gas/Diesel) Delivered Oct2025-Sept2026	Annual Fuel Delivered Oct 2025 - Sept 2026 DIESEL	401-750-525-0000	902.96
EAGLE ENERGY INC.	50284	Annual Fuel (Gas/Diesel) Delivered Oct2025-Sept2026	Annual Fuel Delivered Oct 2025 - Sept 2026 DIESEL	001-301-525-0000	3,672.94
EAGLE ENERGY INC.	50284	Annual Fuel (Gas/Diesel) Delivered Oct2025-Sept2026	Annual Fuel Delivered Oct 2025 - Sept 2026 DIESEL	401-750-525-0000	2,448.62
EAGLE ENERGY INC.	50285	Annual Fuel (Gas/Diesel) Delivered Oct2025-Sept2026	Annual Fuel Delivered Oct 2025 - Sept 2026 GAS	001-301-525-0000	3,017.07
EAGLE ENERGY INC.	50285	Annual Fuel (Gas/Diesel) Delivered Oct2025-Sept2026	Annual Fuel Delivered Oct 2025 - Sept 2026 GAS	401-750-525-0000	2,011.38
EAGLE ENERGY INC.	50340	Gas for PD FY 25-26	GAS FOR PD FY 25-26	001-200-525-0000	9,361.54
EAGLE ENERGY INC.	50434	Gas for PD FY 25-26	GAS FOR PD FY 25-26	001-200-525-0000	4,919.58
Vendor 05394 - EAGLE ENERGY INC. Total:					27,688.52
Vendor: 03044 - EAST BEACH SPECIALTIES, INC.					
EAST BEACH SPECIALTIES, INC.	16226	JACKET FOR KEVIN WADE	SPORT TEK WATERPROOF INSULATED JACKET GRAPHITE 2XL	001-120-535-0531	68.00
Vendor 03044 - EAST BEACH SPECIALTIES, INC. Total:					68.00
Vendor: 00419 - FAST EDDIE'S, INC					
FAST EDDIE'S, INC	126839	OIL CHANGE FOR POLICE FLEET	OIL CHANGE FOR POLICE FLEET 2205	001-200-525-0000	87.88
FAST EDDIE'S, INC	126877	OIL CHANGE FOR POLICE FLEET	OIL CHANGE FOR POLICE FLEET 2107	001-200-525-0000	87.88
FAST EDDIE'S, INC	126878	OIL CHANGE FOR POLICE FLEET	OIL CHANGE FOR POLICE FLEET2105	001-200-525-0000	87.88
FAST EDDIE'S, INC	126879	OIL CHANGE FOR POLICE FLEET	OIL CHANGE FOR POLICE FLEET 1806	001-200-525-0000	50.88
FAST EDDIE'S, INC	INV0035336	OIL CHANGE FOR POLICE FLEET	OIL CHANGE FOR POLICE FLEET 2102	001-200-525-0000	47.00
Vendor 00419 - FAST EDDIE'S, INC Total:					361.52
Vendor: DR012 - FIRST PRESBYTERIAN CHURCH					
FIRST PRESBYTERIAN CHURCH	R00458478	FORT MAUREPAS RENTAL DEPOSIT REFUND	FORT MAUREPAS RENTAL DEPOSIT REFUND	001-001-108-0000	250.00
Vendor DR012 - FIRST PRESBYTERIAN CHURCH Total:					250.00
Vendor: 035331 - FRANK PERRETTA					
FRANK PERRETTA	INV0035323	MEAL REIMBURSEMENT - FIRE ACADEMY ROPE CLASS	MEAL REIMBURSEMENT - FIRE ACADEMY ROPE CLASS	001-260-605-0607	79.81
Vendor 035331 - FRANK PERRETTA Total:					79.81

4/21/26 DOCKET OF CLAIMS

Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
Vendor: 00428 - FRASIER'S NURSERY, INC					
FRASIER'S NURSERY, INC	0090185	Landscape & Plant material city wide	Landscape \$ Plant material city wide	001-353-546-0000	115.50
FRASIER'S NURSERY, INC	0090203	Landscape & Plant material city wide	Landscape \$ Plant material city wide	001-353-546-0000	426.98
FRASIER'S NURSERY, INC	0090278	Landscape & Plant material city wide	Landscape \$ Plant material city wide	001-353-546-0000	146.50
FRASIER'S NURSERY, INC	0090309	Landscape & Plant material city wide	Landscape \$ Plant material city wide	001-353-546-0000	114.00
Vendor 00428 - FRASIER'S NURSERY, INC Total:					802.98
Vendor: 06224 - FRED G CODY JR					
FRED G CODY JR	INV0035277	SPECIAL EVENT COORDINATOR APRIL 2026	SPECIAL EVENT COORDINATOR APRIL 2026	010-140-600-0600	208.33
Vendor 06224 - FRED G CODY JR Total:					208.33
Vendor: 01382 - GUARANTEE RESTORATION SERVICES, LLC					
GUARANTEE RESTORATION S...	SI-44649	REPAIRS TO JAIL CELL AT OSPD	REPAIRS TO JAIL CELL AT OSPD	001-200-630-0000	1,850.00
Vendor 01382 - GUARANTEE RESTORATION SERVICES, LLC Total:					1,850.00
Vendor: 00313 - GULF COAST BUSINESS SUPPLY CO INC					
GULF COAST BUSINESS SUPPLY..	368821-0	Office Paper	8511WH Copy Paper - 5,000 sheets (10 reams) per bx	001-200-500-0000	399.90
GULF COAST BUSINESS SUPPLY..	369274-0	Janitorial Supplies	Fresh Products Urinal Screens (box of 12)	001-260-510-0000	17.04
GULF COAST BUSINESS SUPPLY..	369274-0	Janitorial Supplies	Claire Gleme Glass Cleaner (Carton of 12)	001-260-510-0000	38.18
GULF COAST BUSINESS SUPPLY..	369274-0	Janitorial Supplies	Paper Towels (Carton of 16)	001-260-510-0000	45.00
GULF COAST BUSINESS SUPPLY..	369274-0	Janitorial Supplies	Genuine Joe Trash Can Liners	001-260-510-0000	39.47
GULF COAST BUSINESS SUPPLY..	369274-0	Janitorial Supplies	Purex Liquid Detergent (carton of 6)	001-260-510-0000	59.95
Vendor 00313 - GULF COAST BUSINESS SUPPLY CO INC Total:					599.54
Vendor: 04230 - GULF STATES DISTRIBUTORS, INC.					
GULF STATES DISTRIBUTORS, ...	1505155-IN	Ammo for police dept.	PMC223A .223 Rem 55gr FMJ BT	001-200-541-0000	8,100.00
GULF STATES DISTRIBUTORS, ...	1505155-IN	Ammo for police dept.	Shipping	001-200-541-0000	20.00
Vendor 04230 - GULF STATES DISTRIBUTORS, INC. Total:					8,120.00
Vendor: 01053 - HANCOCK WHITNEY BANK CREDIT CARD CENTER					
HANCOCK WHITNEY BANK CR...	INV0035372	CITY CREDIT CARD CHARGES THROUGH 3/27/26	ADOBE ACROBAT PRO	001-110-602-0000	47.98
HANCOCK WHITNEY BANK CR...	INV0035372	CITY CREDIT CARD CHARGES THROUGH 3/27/26	ADOBE ACROBAT STANDARD	001-120-602-0000	29.98
HANCOCK WHITNEY BANK CR...	INV0035372	CITY CREDIT CARD CHARGES THROUGH 3/27/26	ADOBE ACROBAT PRO	001-120-602-0000	47.98
HANCOCK WHITNEY BANK CR...	INV0035372	CITY CREDIT CARD CHARGES THROUGH 3/27/26	HOLIDAY INN PEARL, MS MYC	001-120-605-0607	594.70
HANCOCK WHITNEY BANK CR...	INV0035372	CITY CREDIT CARD CHARGES THROUGH 3/27/26	FAIRVIEW INN JACKSON - B. COX	001-120-605-0607	204.00
HANCOCK WHITNEY BANK CR...	INV0035372	CITY CREDIT CARD CHARGES THROUGH 3/27/26	MCDONALDS COLLINS, MS - MYC LUNCH	001-120-605-0607	28.98
HANCOCK WHITNEY BANK CR...	INV0035372	CITY CREDIT CARD CHARGES THROUGH 3/27/26	WASH IT CAR WASH MEMBERSHIP - MAYOR	001-120-686-0000	20.95
HANCOCK WHITNEY BANK CR...	INV0035372	CITY CREDIT CARD CHARGES THROUGH 3/27/26	DOLLAR TREE - BUBBLE MAILERS	001-140-500-0000	1.34
HANCOCK WHITNEY BANK CR...	INV0035372	CITY CREDIT CARD CHARGES THROUGH 3/27/26	ADOBE ACROBAT PRO	001-140-602-0000	47.98
HANCOCK WHITNEY BANK CR...	INV0035372	CITY CREDIT CARD CHARGES THROUGH 3/27/26	ADOBE ACROBAT STANDARD	001-140-602-0000	14.99
HANCOCK WHITNEY BANK CR...	INV0035372	CITY CREDIT CARD CHARGES THROUGH 3/27/26	USPS - POSTAGE FOR COURT	001-140-606-0000	19.85
HANCOCK WHITNEY BANK CR...	INV0035372	CITY CREDIT CARD CHARGES THROUGH 3/27/26	USPS - POSTAGE FOR COURT	001-140-606-0000	10.65
HANCOCK WHITNEY BANK CR...	INV0035372	CITY CREDIT CARD CHARGES THROUGH 3/27/26	ADOBE ACROBAT PRO	001-180-602-0000	23.99

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Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
HANCOCK WHITNEY BANK CR...	INV0035372	CITY CREDIT CARD CHARGES THROUGH 3/27/26	MISSISSIPPI SHRM 2026 CONFERENCE	001-180-605-0607	410.97
HANCOCK WHITNEY BANK CR...	INV0035372	CITY CREDIT CARD CHARGES THROUGH 3/27/26	SHRM CERTIFICATION - M. MCDOWELL	001-180-686-0000	165.00
HANCOCK WHITNEY BANK CR...	INV0035372	CITY CREDIT CARD CHARGES THROUGH 3/27/26	CHAT GPT	001-180-686-0000	20.00
HANCOCK WHITNEY BANK CR...	INV0035372	CITY CREDIT CARD CHARGES THROUGH 3/27/26	ADOBE ACROBAT PRO	001-190-602-0000	71.97
HANCOCK WHITNEY BANK CR...	INV0035372	CITY CREDIT CARD CHARGES THROUGH 3/27/26	ADOBE ACROBAT PRO	001-191-602-0000	23.99
HANCOCK WHITNEY BANK CR...	INV0035372	CITY CREDIT CARD CHARGES THROUGH 3/27/26	ASSOC OF FLOODPLAIN MANAGERS 2026 ANNUAL CONFERENC	001-191-605-0607	195.00
HANCOCK WHITNEY BANK CR...	INV0035372	CITY CREDIT CARD CHARGES THROUGH 3/27/26	INTL CODE COUNCIL MEMBERSHIP	001-191-686-0000	170.00
HANCOCK WHITNEY BANK CR...	INV0035372	CITY CREDIT CARD CHARGES THROUGH 3/27/26	BEST BUY - LOGITECH BLUETOOTH MOUSE	001-196-500-0000	25.98
HANCOCK WHITNEY BANK CR...	INV0035372	CITY CREDIT CARD CHARGES THROUGH 3/27/26	ADOBE CREATIVE CLOUD ALL APPS	001-196-602-0000	89.99
HANCOCK WHITNEY BANK CR...	INV0035372	CITY CREDIT CARD CHARGES THROUGH 3/27/26	SPARKLIGHT 1600 GOVT	001-196-625-0000	142.18
HANCOCK WHITNEY BANK CR...	INV0035372	CITY CREDIT CARD CHARGES THROUGH 3/27/26	FINDERS KEEPERS- CHAIRS AND VASE FOR HISTORY MUSEU	001-196-645-0000	220.42
HANCOCK WHITNEY BANK CR...	INV0035372	CITY CREDIT CARD CHARGES THROUGH 3/27/26	BEST BUY - CD/DVD DRIVES FOR LAPTOPS X 3	001-200-603-0000	92.97
HANCOCK WHITNEY BANK CR...	INV0035372	CITY CREDIT CARD CHARGES THROUGH 3/27/26	HOLIDAY INN EXPRESS - STARKVILLE, MS 2 OFFICERS	001-200-605-0607	644.40
HANCOCK WHITNEY BANK CR...	INV0035372	CITY CREDIT CARD CHARGES THROUGH 3/27/26	FAIRFIELD INN OLIVE BRANCH MS	001-200-605-0607	396.00
HANCOCK WHITNEY BANK CR...	INV0035372	CITY CREDIT CARD CHARGES THROUGH 3/27/26	SPARKLIGHT 3810 BIENVILLE INTERNET	001-200-613-0000	73.20
HANCOCK WHITNEY BANK CR...	INV0035372	CITY CREDIT CARD CHARGES THROUGH 3/27/26	SPARKLIGHT 3810 BIENVILLE CABLE	001-200-625-0000	55.50
HANCOCK WHITNEY BANK CR...	INV0035372	CITY CREDIT CARD CHARGES THROUGH 3/27/26	WASH IT CAR WASH MEMBERSHIP - POLICE CHIEF	001-200-686-0000	20.95
HANCOCK WHITNEY BANK CR...	INV0035372	CITY CREDIT CARD CHARGES THROUGH 3/27/26	CET FIRE PUMPS - REPAIR PARTS FOR BRUSH TRUCK	001-260-563-0000	732.08
HANCOCK WHITNEY BANK CR...	INV0035372	CITY CREDIT CARD CHARGES THROUGH 3/27/26	ADOBE ACROBAT STANDARD	001-260-602-0000	29.98
HANCOCK WHITNEY BANK CR...	INV0035372	CITY CREDIT CARD CHARGES THROUGH 3/27/26	WASH IT CAR WASH MEMBERSHIP - FIRE CHIEF	001-260-686-0000	20.95
HANCOCK WHITNEY BANK CR...	INV0035372	CITY CREDIT CARD CHARGES THROUGH 3/27/26	ADOBE ACROBAT STANDARD	001-300-602-0000	14.99
HANCOCK WHITNEY BANK CR...	INV0035372	CITY CREDIT CARD CHARGES THROUGH 3/27/26	SPARKLIGHT 712A PINE DRIVE	001-300-625-0000	5.78
HANCOCK WHITNEY BANK CR...	INV0035372	CITY CREDIT CARD CHARGES THROUGH 3/27/26	ADOBE ACROBAT STANDARD	001-550-602-0000	14.99
HANCOCK WHITNEY BANK CR...	INV0035372	CITY CREDIT CARD CHARGES THROUGH 3/27/26	SPARKLIGHT 400 ALICE ST	001-550-625-0000	16.28
HANCOCK WHITNEY BANK CR...	INV0035372	CITY CREDIT CARD CHARGES THROUGH 3/27/26	SPARKLIGHT 405 HALSTEAD	001-550-625-0000	152.44
Vendor 01053 - HANCOCK WHITNEY BANK CREDIT CARD CENTER Total:					4,899.38
Vendor: 03137 - HENZE ENTERPRISES, INC.					
HENZE ENTERPRISES, INC.	34139	60 yard of baseball dirt for intown fields	60 yards of baseball dirt	001-550-560-0000	680.00
Vendor 03137 - HENZE ENTERPRISES, INC. Total:					680.00
Vendor: 03983 - IMAGES GALORE SIGNS LLC					
IMAGES GALORE SIGNS LLC	26.0346	No parking signs for festivals	Coroplast Signs 12x18 double sided No Parking	010-140-566-0000	450.00
IMAGES GALORE SIGNS LLC	26.0346	No parking signs for festivals	Stake for no parking signs	010-140-566-0000	225.00
Vendor 03983 - IMAGES GALORE SIGNS LLC Total:					675.00

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Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
Vendor: 06137 - INDEPENDENT ELEVATOR INSPECTIONS, LLC					
INDEPENDENT ELEVATOR INS...	7123	ANNUAL ELEVATOR INSPECTION - MARY C	ANNUAL ELEVATOR INSPECTION - MARY C	001-196-630-0000	204.75
Vendor 06137 - INDEPENDENT ELEVATOR INSPECTIONS, LLC Total:					204.75
Vendor: 05992 - INTAPOL INDUSTRIES, INC.					
INTAPOL INDUSTRIES, INC.	32553	Helmet for Carter	Shipping	001-200-535-0531	19.99
INTAPOL INDUSTRIES, INC.	32553	Helmet for Carter	SD758 Large Police Motorcycle Helmet Set Com	001-200-535-0531	289.99
Vendor 05992 - INTAPOL INDUSTRIES, INC. Total:					309.98
Vendor: 033151 - IPRINT TECHNOLOGIES					
IPRINT TECHNOLOGIES	1297669	Epson Printer Ink	Epson (T812) WF-7840 High Capacity Black Ink Cart	001-196-500-0000	41.00
Vendor 033151 - IPRINT TECHNOLOGIES Total:					41.00
Vendor: 00848 - ISCO METALS, INC.					
ISCO METALS, INC.	252067	Material to repair BarricadeTrailers	HRS1148 HR SHEET 11GA 4 'X8'	001-301-563-0000	528.00
Vendor 00848 - ISCO METALS, INC. Total:					528.00
Vendor: 00089 - J H WRIGHT & ASSOCIATES INC					
J H WRIGHT & ASSOCIATES INC	476970	Keen Submersible Grinder Pumps Comprising Lift St	Keen Submersible Grinder Pumps Comprising	401-751-923-0908	4,750.00
Vendor 00089 - J H WRIGHT & ASSOCIATES INC Total:					4,750.00
Vendor: 06238 - JACKSON COUNTY ADULT DETENTION CENTER					
JACKSON COUNTY ADULT DET...	INV0035328	PRISONER HOUSING MARCH 2026	PRISONER HOUSING MARCH 2026	001-200-520-0000	8,360.00
Vendor 06238 - JACKSON COUNTY ADULT DETENTION CENTER Total:					8,360.00
Vendor: 01479 - JACKSON COUNTY UTILITY AUTHORITY					
JACKSON COUNTY UTILITY AU...	330072	WATER SUBSCRIBERS WHOLESAL MARCH 2026	WATER SUBSCRIBERS WHOLESAL MARCH 2026	401-750-691-0000	13,503.13
JACKSON COUNTY UTILITY AU...	330072	WATER SUBSCRIBERS WHOLESAL MARCH 2026	WATER SUBSCRIBERS WHOLESAL MARCH 2026	401-750-691-0001	153.21
Vendor 01479 - JACKSON COUNTY UTILITY AUTHORITY Total:					13,656.34
Vendor: 04226 - JACKSON COUNTY UTILITY AUTHORITY					
JACKSON COUNTY UTILITY AU...	3384	QUARTERLY WASTEWATER SUNPLEX	QUARTERLY WASTEWATER SUNPLEX	401-751-691-0000	17,967.60
Vendor 04226 - JACKSON COUNTY UTILITY AUTHORITY Total:					17,967.60
Vendor: 21-0036 - JERRY HEBERT					
JERRY HEBERT	1122	Piano Tuning for Theater Grand Piano	PIANO TUNING	001-196-630-0000	150.00
Vendor 21-0036 - JERRY HEBERT Total:					150.00
Vendor: 038591 - JUMEAUX INC.					
JUMEAUX INC.	1294-7	DOWNTOWN SEWER REHAB THROUGH MARCH 2026	DOWNTOWN SEWER REHAB THROUGH MARCH 2026	324-330-911-0000	407,804.82
Vendor 038591 - JUMEAUX INC. Total:					407,804.82
Vendor: 03091 - KEELING COMPANY					
KEELING COMPANY	S4797000.001	Irrigation heads for Sports Complex & Freedom	6504 PC Rain Brid 4 Falcon P/C rotor	001-550-563-0000	466.21
KEELING COMPANY	S4815859.001	Irrigation heads	FC Rain Bird 4 Falcon rotor	001-550-563-0000	233.11
KEELING COMPANY	S4815859.001	Irrigation heads	Hunter 4" ultra rotor	001-550-563-0000	487.26
KEELING COMPANY	S4815859.001	Irrigation heads	Sam RB 6" Pop up heads	001-550-563-0000	101.73
KEELING COMPANY	S4813660.001	talstar landscape insectecide	talstar landscape insectecide QTY 60	001-550-543-0000	2,153.34
KEELING COMPANY	S4813660.001	talstar landscape insectecide	mound clay QTY 40	001-550-560-0000	821.40
Vendor 03091 - KEELING COMPANY Total:					4,263.05
Vendor: 06227 - KLOUD7 LLC					
KLOUD7 LLC	31159	CITYWIDE PHONE SERVICE APRIL 2026	CITYWIDE PHONE SERVICE APRIL 2026	001-140-612-0000	3,589.80
Vendor 06227 - KLOUD7 LLC Total:					3,589.80

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Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
Vendor: 06315 - MASON HOLLAND					
MASON HOLLAND	INV0035282	MOSHO TECH FEES 3/30 - 4/5	MOSHO TECH FEES 3/30 - 4/5	001-196-108-0000	600.00
Vendor 06315 - MASON HOLLAND Total:					600.00
Vendor: 003128 - MASSETT SUPPLY COMPANY INC.					
MASSETT SUPPLY COMPANY I...	866847	Repair Part for #114 Dtreets	3231 Fuel Fil	001-301-563-0000	35.69
MASSETT SUPPLY COMPANY I...	866847	Repair Part for #114 Dtreets	600149 NAPA Gold Fuel Filter	001-301-563-0000	70.37
MASSETT SUPPLY COMPANY I...	866840	Hitch Receiver for #39 Admin	AG0292702885 TRAILER HITCH CLASS 3	001-300-560-0000	212.99
MASSETT SUPPLY COMPANY I...	866845	New truck battery for Truck 19	2024 F150 The Legend Premium AGM Battery	001-550-563-0000	249.99
MASSETT SUPPLY COMPANY I...	866848	Repair Part for #8 Sewer	213-3200 Alternator Reman-Standard	401-751-563-0000	141.28
MASSETT SUPPLY COMPANY I...	866853	Spray paint for new handrails at Sports Complex	I.M. gloss black	001-550-560-0000	72.99
MASSETT SUPPLY COMPANY I...	866856	Repair parts for Sweeper #102	ZXED-1 Concentrate (coolant)	001-301-563-0000	95.94
MASSETT SUPPLY COMPANY I...	866858	Repair parts #34 Draianage	14149 Wheel bearing dust cap	001-352-563-0000	21.44
MASSETT SUPPLY COMPANY I...	866861	Repair Part for PM1	22360192 NAPA Proformer cabin air filter	001-350-560-0001	13.25
MASSETT SUPPLY COMPANY I...	866861	Repair Part for PM1	200256 NAPA air Filter	001-350-560-0001	18.00
MASSETT SUPPLY COMPANY I...	866861	Repair Part for PM1	PF 2257G engine oil filter	001-350-560-0001	8.09
MASSETT SUPPLY COMPANY I...	867227	mig wire for handrails at Sports Complex	Mig wire E71T-GS Self	001-550-560-0000	96.99
MASSETT SUPPLY COMPANY I...	867307	New wipers for Truck 17 & switch for trailer	Switch for trailer	001-550-563-0000	28.41
MASSETT SUPPLY COMPANY I...	867307	New wipers for Truck 17 & switch for trailer	NAPA Class III Hybrid wiper blades for Truck 17	001-550-563-0000	51.98
MASSETT SUPPLY COMPANY I...	867344	Radiator For Unit 1806	NAF Orange Anti Freeze 1 Gal	001-200-563-0000	11.93
MASSETT SUPPLY COMPANY I...	867344	Radiator For Unit 1806	NR13129B Radiator	001-200-563-0000	182.86
MASSETT SUPPLY COMPANY I...	867347	Brakes For Unit 1804	SG8292M Pads	001-200-563-0000	44.99
MASSETT SUPPLY COMPANY I...	867347	Brakes For Unit 1804	PF7962X Pads	001-200-563-0000	34.99
MASSETT SUPPLY COMPANY I...	867347	Brakes For Unit 1804	FT880395 Rotors	001-200-563-0000	183.66
MASSETT SUPPLY COMPANY I...	867347	Brakes For Unit 1804	48881774 Brake Rotor	001-200-563-0000	112.00
MASSETT SUPPLY COMPANY I...	867349	Brake repair to unit 814	2614XA Caliper	001-200-563-0000	77.82
MASSETT SUPPLY COMPANY I...	867349	Brake repair to unit 814	2614XA Caliper	001-200-563-0000	77.82
MASSETT SUPPLY COMPANY I...	867349	Brake repair to unit 814	3823751 Brake hose	001-200-563-0000	43.81
MASSETT SUPPLY COMPANY I...	867349	Brake repair to unit 814	382372-1 Brake hose	001-200-563-0000	43.81
MASSETT SUPPLY COMPANY I...	867365	Brake cleaner for Sports Complex	NON-Chlor brake cleaner	001-550-563-0000	3.49
MASSETT SUPPLY COMPANY I...	867684	Antifreeze and coolant for buses	HD antifreeze 1 gallon	001-550-563-0000	71.97
MASSETT SUPPLY COMPANY I...	867684	Antifreeze and coolant for buses	50/50 ext coolant	001-550-563-0000	14.49
MASSETT SUPPLY COMPANY I...	868084	bulbs for Truck 7	bulbs for Truck 7	001-550-563-0000	8.49
MASSETT SUPPLY COMPANY I...	868155	Electric Hoist for Central Shop	298642 Electric Hoist	001-350-548-0000	328.50
MASSETT SUPPLY COMPANY I...	868204	Cap screws for mower repairs	cap screw	001-550-563-0000	2.99
MASSETT SUPPLY COMPANY I...	868204	Cap screws for mower repairs	cap screw	001-550-563-0000	3.50
Vendor 003128 - MASSETT SUPPLY COMPANY INC. Total:					2,364.53
Vendor: 030961 - MCCLATCHY COMPANY LLC					
MCCLATCHY COMPANY LLC	115656	LEGALS & PUBLIC NOTICES MARCH 2026	320066 - PUBLICATION SUMMARY ORD 2026-1	001-190-610-0000	20.76
MCCLATCHY COMPANY LLC	115656	LEGALS & PUBLIC NOTICES MARCH 2026	326589 - PC MEETING 4/14/26	001-190-610-0000	43.48
MCCLATCHY COMPANY LLC	115656	LEGALS & PUBLIC NOTICES MARCH 2026	326588 - ZAB MEETING 4/14/26	001-190-610-0000	22.17
Vendor 030961 - MCCLATCHY COMPANY LLC Total:					86.41
Vendor: 03718 - MEDICAL ANALYSIS LLC					
MEDICAL ANALYSIS LLC	18339	DRUG AND ALCOHOL SCREENINGS MARCH 2026	DRUG AND ALCOHOL SCREENINGS MARCH 2026	001-180-604-0000	469.00
MEDICAL ANALYSIS LLC	18339	DRUG AND ALCOHOL SCREENINGS MARCH 2026	DRUG AND ALCOHOL SCREENINGS MARCH 2026	401-300-604-0000	23.00
Vendor 03718 - MEDICAL ANALYSIS LLC Total:					492.00

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Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
Vendor: 039151 - MERIDIAN RAPID DEFENSE GROUP LLC					
MERIDIAN RAPID DEFENSE G...	INV-R-6562	ARCHER BARRIER RENTAL FOR SPRING ARTS FESTIVAL	ARCHER BARRIER RENTAL FOR SPRING ARTS FESTIVAL	010-140-703-0003	10,560.00
Vendor 039151 - MERIDIAN RAPID DEFENSE GROUP LLC Total:					10,560.00
Vendor: 01393 - MICRO METHODS, INC.					
MICRO METHODS, INC.	2601147-448	Water sample testing as needed 12/25-9/26	Water sample testing as needed 10/25-9/26	401-750-630-0000	100.00
Vendor 01393 - MICRO METHODS, INC. Total:					100.00
Vendor: 02610 - MID SOUTH UNIFORM & SUPPLY, INC.					
MID SOUTH UNIFORM & SUPP...	666272	Uniforms Torries,Kestner	8666W11 Women's tactical pant	001-200-535-0531	269.97
MID SOUTH UNIFORM & SUPP...	666272	Uniforms Torries,Kestner	Sew on patches	001-200-535-0531	24.00
MID SOUTH UNIFORM & SUPP...	666272	Uniforms Torries,Kestner	Shipping	001-200-535-0531	20.00
MID SOUTH UNIFORM & SUPP...	666272	Uniforms Torries,Kestner	Nameplate	001-200-535-0531	26.32
MID SOUTH UNIFORM & SUPP...	666272	Uniforms Torries,Kestner	BWR Modify jacket for camera	001-200-535-0531	28.00
MID SOUTH UNIFORM & SUPP...	666272	Uniforms Torries,Kestner	8362W-11 WMS SS Base Shirt Torries	001-200-535-0531	209.97
MID SOUTH UNIFORM & SUPP...	666272	Uniforms Torries,Kestner	466011 Jacket Black	001-200-535-0531	184.99
MID SOUTH UNIFORM & SUPP...	666272	Uniforms Torries,Kestner	ZHS1184 LS Blouse Torries	001-200-535-0531	66.71
MID SOUTH UNIFORM & SUPP...	666272	Uniforms Torries,Kestner	64360162 Taclite Pro Pant	001-200-535-0531	65.00
MID SOUTH UNIFORM & SUPP...	666272	Uniforms Torries,Kestner	HS2483 Ladies pant	001-200-535-0531	61.57
MID SOUTH UNIFORM & SUPP...	666272	Uniforms Torries,Kestner	LHV2073GP Safety vest	001-200-535-0531	49.99
MID SOUTH UNIFORM & SUPP...	666272	Uniforms Torries,Kestner	Double service bar Captain	001-200-535-0531	31.32
Vendor 02610 - MID SOUTH UNIFORM & SUPPLY, INC. Total:					1,037.84
Vendor: 03111 - MISSISSIPPI DEVELOPMENT AUTHORITY					
MISSISSIPPI DEVELOPMENT A...	INV0035327	GMS: 50466 WATER IMPROVEMENT LOAN	GMS: 50466 WATER IMPROVEMENT LOAN	401-800-810-0005	64.32
MISSISSIPPI DEVELOPMENT A...	INV0035327	GMS: 50466 WATER IMPROVEMENT LOAN	GMS: 50466 WATER IMPROVEMENT LOAN PRINCIPAL	401-800-820-0005	1,807.28
Vendor 03111 - MISSISSIPPI DEVELOPMENT AUTHORITY Total:					1,871.60
Vendor: 00289 - MISSISSIPPI MUNICIPAL LEAGUE					
MISSISSIPPI MUNICIPAL LEAG...	66208132	MML SUMMER CONFERENCE REGISTRATION B.COX	MML SUMMER CONFERENCE REGISTRATION B.COX	001-120-605-0607	350.00
MISSISSIPPI MUNICIPAL LEAG...	66211192	MML SUMMER CONFERENCE REGISTRATION K. STENNIS	MML SUMMER CONFERENCE REGISTRATION K. STENNIS	001-100-605-0607	350.00
MISSISSIPPI MUNICIPAL LEAG...	66211835	MML SUMMER CONFERENCE REGISTRATION R. BLACKMAN	MML SUMMER CONFERENCE REGISTRATION R. BLACKMAN	001-100-605-0607	350.00
MISSISSIPPI MUNICIPAL LEAG...	66214044	MML SUMMER CONFERENCE REGISTRATION L. GARCIA	MML SUMMER CONFERENCE REGISTRATION L. GARCIA	001-120-605-0607	350.00
MISSISSIPPI MUNICIPAL LEAG...	66250088	MML SUMMER CONFERENCE REGISTRATION S. TILLIS	MML SUMMER CONFERENCE REGISTRATION S. TILLIS	001-100-605-0607	350.00
MISSISSIPPI MUNICIPAL LEAG...	66251616	MML SUMMER CONFERENCE REGISTRATION K. WADE	MML SUMMER CONFERENCE REGISTRATION K. WADE	001-100-605-0607	350.00
MISSISSIPPI MUNICIPAL LEAG...	66275502	MML SUMMER CONFERENCE REGISTRATION C. MILLARD	MML SUMMER CONFERENCE REGISTRATION C. MILLARD	001-140-605-0607	350.00
MISSISSIPPI MUNICIPAL LEAG...	66319046	MML SUMMER CONFERENCE REGISTRATION M. HINTON	MML SUMMER CONFERENCE REGISTRATION M. HINTON	001-100-605-0607	350.00
MISSISSIPPI MUNICIPAL LEAG...	66360307	MML SUMMER CONFERENCE REGISTRATION J. MESSENGER	MML SUMMER CONFERENCE REGISTRATION J. MESSENGER	001-100-605-0607	350.00
MISSISSIPPI MUNICIPAL LEAG...	66360522	MML SUMMER CONFERENCE REGISTRATION S. PFEIFFER	MML SUMMER CONFERENCE REGISTRATION S. PFEIFFER	001-100-605-0607	350.00
Vendor 00289 - MISSISSIPPI MUNICIPAL LEAGUE Total:					3,500.00
Vendor: 00956 - MISSISSIPPI MUNICIPAL WORKERS'					
MISSISSIPPI MUNICIPAL WOR...	0212WC2024-AUDIT	FY25 BALANCE DUE AFTER AUDIT	FY25 BALANCE DUE AFTER AUDIT	001-180-620-0626	6,931.35
MISSISSIPPI MUNICIPAL WOR...	0212WC2024-AUDIT	FY25 BALANCE DUE AFTER AUDIT	FY25 BALANCE DUE AFTER AUDIT	401-300-491-0000	1,521.52
Vendor 00956 - MISSISSIPPI MUNICIPAL WORKERS' Total:					8,452.87

4/21/26 DOCKET OF CLAIMS

Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
Vendor: 04056 - MISSISSIPPI POWER					
MISSISSIPPI POWER	INV0035326	CITY OF OCEAN SPRINGS ELECTRIC INVOICES	11912-91032 1018 PORTER CHRISTMAS LIGHTS	001-301-625-0000	67.33
MISSISSIPPI POWER	INV0035326	CITY OF OCEAN SPRINGS ELECTRIC INVOICES	17231-93281 2230 GOVT ST, TACONI BB LIGHTING	001-301-625-0000	166.80
MISSISSIPPI POWER	INV0035326	CITY OF OCEAN SPRINGS ELECTRIC INVOICES	21030-05065 1409 GOVERNMENT ST METER FOR LIGHTS	001-301-625-0000	76.69
MISSISSIPPI POWER	INV0035326	CITY OF OCEAN SPRINGS ELECTRIC INVOICES	00739-95034 1702 DR JESSEE L TROTTER ST RESTROOM	001-550-625-0000	69.71
Vendor 04056 - MISSISSIPPI POWER Total:					380.53
Vendor: 00333 - MISSISSIPPI STATE FIRE ACADEMY					
MISSISSIPPI STATE FIRE ACAD...	13668	MSFA Invoices	Invoice 13668 - Williams Engine Co. Operations	001-260-605-0607	250.00
MISSISSIPPI STATE FIRE ACAD...	13826	MSFA Invoices	Invoice 13826 - Haden MSTAT	001-260-605-0607	20.00
MISSISSIPPI STATE FIRE ACAD...	13707	MSFA Invoices	Invoice 13707 - Beasley Truck Co. Operations	001-260-605-0607	250.00
Vendor 00333 - MISSISSIPPI STATE FIRE ACADEMY Total:					520.00
Vendor: 031061 - MONARCH TRACKING LLC					
MONARCH TRACKING LLC	INV145070	GPS MONTHLY SERVICE APRIL 2026	GPS MONTHLY SERVICE	001-120-600-0600	22.00
MONARCH TRACKING LLC	INV145070	GPS MONTHLY SERVICE APRIL 2026	GPS MONTHLY SERVICE	001-191-600-0600	88.00
MONARCH TRACKING LLC	INV145070	GPS MONTHLY SERVICE APRIL 2026	GPS MONTHLY SERVICE	001-200-600-0600	176.00
MONARCH TRACKING LLC	INV145070	GPS MONTHLY SERVICE APRIL 2026	GPS MONTHLY SERVICE	001-260-600-0600	132.00
MONARCH TRACKING LLC	INV145070	GPS MONTHLY SERVICE APRIL 2026	GPS MONTHLY SERVICE	001-300-600-0600	836.00
MONARCH TRACKING LLC	INV145070	GPS MONTHLY SERVICE APRIL 2026	GPS MONTHLY SERVICE	001-550-600-0600	506.00
MONARCH TRACKING LLC	INV145070	GPS MONTHLY SERVICE APRIL 2026	GPS MONTHLY SERVICE	401-300-600-0600	506.00
MONARCH TRACKING LLC	INV146011	GPS PNP-3100 TRACKER FOR RAM TRUCK 1	GPS PNP-3100 TRACKER FOR RAM TRUCK 1	001-300-630-0000	119.00
Vendor 031061 - MONARCH TRACKING LLC Total:					2,385.00
Vendor: 04805 - MSU EXTENSION SERVICE					
MSU EXTENSION SERVICE	031126-OS	CEU for Parks employees chemical licensure	CEU for Eddie Ward Chemical licensure	001-550-605-0607	75.00
MSU EXTENSION SERVICE	031126-OS	CEU for Parks employees chemical licensure	CEU for Turf and Pest management course for Mario	001-550-605-0607	75.00
MSU EXTENSION SERVICE	031126-OS	CEU for Parks employees chemical licensure	Scott Dossett CEU for chemical licensure	001-550-605-0607	75.00
Vendor 04805 - MSU EXTENSION SERVICE Total:					225.00
Vendor: 04667 - NEEL-SCHAFFER					
NEEL-SCHAFFER	1114659	RILEY RD IMPROVEMENTS MARCH 2026	RILEY RD IMPROVEMENTS MARCH 2026	335-190-901-0000	432.52
NEEL-SCHAFFER	1114662	WASHINGTON AVE DRAINAGE MARCH 2026	WASHINGTON AVE DRAINAGE MARCH 2026	328-300-911-0002	3,432.50
NEEL-SCHAFFER	1114664	LIFT STATION 68 REHAB AND WW DIVERSION MARCH 2026	LIFT STATION 68 REHAB AND WW DIVERSION MARCH 2026	324-331-911-0000	3,415.05
NEEL-SCHAFFER	1114666	OS ANNEXATION AREA PHASE 1 UTILITY IMPROVEMENTS	OS ANNEXATION AREA PHASE 1 UTILITY IMPROVEMENTS	401-750-600-0613	5,220.00
NEEL-SCHAFFER	1114668	OS ANNEXATION AREA PHASE 2 UTILITY IMPROVEMENTS	OS ANNEXATION AREA PHASE 2 UTILITY IMPROVEMENTS	401-750-600-0613	240.12
Vendor 04667 - NEEL-SCHAFFER Total:					12,740.19
Vendor: 06095 - OCCUPATIONAL HEALTH CENTER INC					
OCCUPATIONAL HEALTH CEN...	430519	DOT PHYSICAL EXAM 3/26/26	DOT PHYSICAL EXAM 3/26/26	401-300-604-0000	75.00
Vendor 06095 - OCCUPATIONAL HEALTH CENTER INC Total:					75.00

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Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
Vendor: 00176 - OCEAN SPRINGS LUMBER CO					
OCEAN SPRINGS LUMBER CO	2602-278601	nuts, washers, and screws for building maintenance	Flat washers 100 box	001-140-643-0000	6.99
OCEAN SPRINGS LUMBER CO	2602-278601	nuts, washers, and screws for building maintenance	3 PH Pan Mach SS	001-140-643-0000	26.99
OCEAN SPRINGS LUMBER CO	2602-278601	nuts, washers, and screws for building maintenance	MCH screw nut	001-140-643-0000	10.59
OCEAN SPRINGS LUMBER CO	2602-278601	nuts, washers, and screws for building maintenance	Split lock washer 100 box	001-140-643-0000	7.59
OCEAN SPRINGS LUMBER CO	2602-278661	staples for install new bus seat covers and foam	50824/508 staples 1/2" 1250/box	001-550-563-0000	6.99
OCEAN SPRINGS LUMBER CO	2603-279816	misc bolts for RYC	Misc fasteners	001-550-563-0000	3.00
OCEAN SPRINGS LUMBER CO	2603-279816	misc bolts for RYC	Misc fasteners	001-550-563-0000	0.96
OCEAN SPRINGS LUMBER CO	2603-279816	misc bolts for RYC	Misc fasteners	001-550-563-0000	0.80
OCEAN SPRINGS LUMBER CO	2603-279816	misc bolts for RYC	Misc fasteners	001-550-563-0000	1.04
OCEAN SPRINGS LUMBER CO	2603-280394	PAINT	W448-4X GAL. U/SPEC EXT. SATIN WHIT	001-196-561-0000	109.98
OCEAN SPRINGS LUMBER CO	2603-280394	PAINT	HP3320 9X HP DTM ACR EN SAT.-CLR BASE	001-196-561-0000	64.99
OCEAN SPRINGS LUMBER CO	2603-281282	Paint Supplies	355 SPONGE SCRUB IT PADS 2 PKG	001-196-561-0000	3.49
OCEAN SPRINGS LUMBER CO	2603-282559	WD-40 Silicone for building maintenance	wd 40 silicone	001-140-643-0000	8.99
OCEAN SPRINGS LUMBER CO	2603-284780	Wet/Dry Vac & Blower	2309912 DCBL722P1 Blower Brushless W/5AH	001-351-548-0000	249.99
OCEAN SPRINGS LUMBER CO	2603-284780	Wet/Dry Vac & Blower	7184013 DCV581H Wet & Dry Vacuum Cleaner	001-351-548-0000	199.99
OCEAN SPRINGS LUMBER CO	2603-285388	Maintenance Materials	GLIDE 2.5" ANG BRUSH	001-196-560-0000	15.99
OCEAN SPRINGS LUMBER CO	2603-285388	Maintenance Materials	108130 3/4" BACKER ROD 20' ROLL	001-196-560-0000	15.98
OCEAN SPRINGS LUMBER CO	2603-285388	Maintenance Materials	C22H CAULK SAVER 1/2X20FT BACKER ROD FOAM	001-196-560-0000	9.98
OCEAN SPRINGS LUMBER CO	2603-285388	Maintenance Materials	SCOTCH BLUE MASKING TAPE	001-196-560-0000	8.69
OCEAN SPRINGS LUMBER CO	2603-285392	3/8x3-3/4 wedge anchor for building maintenance	wedge anchors for building maintenance (box of 50)	001-140-643-0000	56.99
OCEAN SPRINGS LUMBER CO	2603-285662	Maintenance Supplies	C22H CAULK SAVER 1/2X20FT BACKER ROD FOAM	001-196-560-0000	9.98
OCEAN SPRINGS LUMBER CO	2603-286705	LOCK FOR DEWEY	EMP ENTRANCE GR2 KNOB	001-140-563-0000	47.99
OCEAN SPRINGS LUMBER CO	2603-287375	Painting Supplies	1976502 BLACK FLAT PAINT QT	001-196-560-0000	16.99
OCEAN SPRINGS LUMBER CO	2603-287375	Painting Supplies	RR314-4-1/2 JUMBO-KOTER MICRO PLUSH COVER 2-PK	001-196-560-0000	6.49
OCEAN SPRINGS LUMBER CO	2603-287375	Painting Supplies	JCS91212-M DROPCLOTH 9 X 12 1MIL	001-196-560-0000	3.49
OCEAN SPRINGS LUMBER CO	2603-287500	Paint for Duckett Gallery	T546-1X QT.ULTRA SPEC/INT. SEM-GLS	001-196-645-0001	21.99
OCEAN SPRINGS LUMBER CO	2603-287977	Components for History Museum Wall Construction	1X2-16' PRIMED WOOD FINGERJOINT	001-196-645-0000	231.90
OCEAN SPRINGS LUMBER CO	2603-287977	Components for History Museum Wall Construction	1X4-16' PRIMED WOOD FINGER JOINT	001-196-645-0000	59.72
OCEAN SPRINGS LUMBER CO	2603-289409	Station tools	Weed Killer	001-260-543-0000	99.99
OCEAN SPRINGS LUMBER CO	2603-289409	Station tools	2 gal Bug Sprayer for Station 2	001-260-548-0000	67.99
OCEAN SPRINGS LUMBER CO	2603-289409	Station tools	3 gal Bug Sprayer	001-260-548-0000	49.99
OCEAN SPRINGS LUMBER CO	2603-289409	Station tools	Screw Driver Set	001-260-548-0000	49.98
OCEAN SPRINGS LUMBER CO	2603-289409	Station tools	3" Paint Brush	001-260-548-0000	16.17
OCEAN SPRINGS LUMBER CO	2603-289409	Station tools	1" Paint Brush	001-260-548-0000	2.78
OCEAN SPRINGS LUMBER CO	2603-289687	Replace fence on west side of Freedom Field	treated fence	008-550-911-0921	954.80
OCEAN SPRINGS LUMBER CO	2603-289687	Replace fence on west side of Freedom Field	1-5/8 primeguard screws	008-550-911-0921	120.57
OCEAN SPRINGS LUMBER CO	2603-289687	Replace fence on west side of Freedom Field	2x4-12 treated pine	008-550-911-0921	535.86
OCEAN SPRINGS LUMBER CO	2603-289687	Replace fence on west side of Freedom Field	4x4-8 treated pine	008-550-911-0921	290.64

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Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
OCEAN SPRINGS LUMBER CO	2603-289687	Replace fence on west side of Freedom Field	3 inch screws	008-550-911-0921	99.18
OCEAN SPRINGS LUMBER CO	2603-289687	Replace fence on west side of Freedom Field	paper nail hanger	008-550-911-0921	138.00
OCEAN SPRINGS LUMBER CO	2603-289687	Replace fence on west side of Freedom Field	quick crete	008-550-911-0921	284.34

Vendor 00176 - OCEAN SPRINGS LUMBER CO Total: 3,918.85

Vendor: 06229 - OVERSTREET AND ASSOCIATES, PLLC

OVERSTREET AND ASSOCIATES.. 4206		CITY ENGINEERING MARCH 2026	CITY ENGINEERING MARCH 2026	401-750-600-0611	3,305.50
OVERSTREET AND ASSOCIATES.. 4207		DOWNTOWN SEWER REHAB MARCH 2026	DOWNTOWN SEWER REHAB MARCH 2026	324-330-911-0000	14,445.00

Vendor 06229 - OVERSTREET AND ASSOCIATES, PLLC Total: 17,750.50

Vendor: 06058 - OVERWATCH SUPPLY, LLC

OVERWATCH SUPPLY, LLC	1529	Hat for officers	Embroidery	001-200-535-0531	110.00
OVERWATCH SUPPLY, LLC	1529	Hat for officers	Proper hats qty 20	001-200-535-0531	299.80
OVERWATCH SUPPLY, LLC	1530	Safety Wand For Traffic Directions/Switch Kit/Cord	Streamlight Safety Wand Red	001-200-560-0000	540.00
OVERWATCH SUPPLY, LLC	1530	Safety Wand For Traffic Directions/Switch Kit/Cord	Streamlight Switch Kit	001-200-560-0000	200.00
OVERWATCH SUPPLY, LLC	1530	Safety Wand For Traffic Directions/Switch Kit/Cord	Streamlight Charge Cord Flashlight	001-200-560-0000	101.94

Vendor 06058 - OVERWATCH SUPPLY, LLC Total: 1,251.74

Vendor: 04785 - PARIS ACE HARDWARE

PARIS ACE HARDWARE	41556053	Weed eater heads and string for Sports Complex	TRM Head autocut 27-2 standard spool- bulk	001-550-563-0000	77.97
PARIS ACE HARDWARE	41556053	Weed eater heads and string for Sports Complex	Nylon line round 1174' (5 lbs)	001-550-563-0000	60.99
PARIS ACE HARDWARE	41556054	paint supplies and caulk for Mary C.	Ace Better roller 4x1/2	001-196-563-0000	5.39
PARIS ACE HARDWARE	41556054	paint supplies and caulk for Mary C.	Caulk DFlex230 bulk 10oz	001-196-563-0000	12.20
PARIS ACE HARDWARE	41556054	paint supplies and caulk for Mary C.	Ace Best roller 4x3/8 5pk	001-196-563-0000	9.89
PARIS ACE HARDWARE	41556224	Lock box- RYC voting precinct extension cord	Cord extension 16/3 100'	001-550-560-0000	39.99
PARIS ACE HARDWARE	41556224	Lock box- RYC voting precinct extension cord	Lock Box Metal 3-1/4"	001-550-560-0000	37.97
PARIS ACE HARDWARE	41556458	Field marking paint for YMCA	Orange marking paint	001-550-560-0000	20.92
PARIS ACE HARDWARE	41556473	Combo kit cordless 6 tool set for Truck 10	2033349 Combo kit cordless 6 tool set	001-550-548-0000	799.00
PARIS ACE HARDWARE	41556560	Electrical supplies for Sports Complex	GFCI outlet 20A WHT 3pk	001-550-563-0000	49.99
PARIS ACE HARDWARE	41556560	Electrical supplies for Sports Complex	2G WIU Cover GRY	001-550-563-0000	22.49
PARIS ACE HARDWARE	41557243	Ratchet Straps for Sports Complex	Tie down w/ ratchet 2"x27'	001-550-548-0000	50.50
PARIS ACE HARDWARE	41557800	Shovel for grounds maintenance	Round point shove handle 48"	001-550-548-0000	35.09
PARIS ACE HARDWARE	41557803	Sprayers for chemicals for grounds maintenance	Garden sprayer 2gal ACE	001-550-548-0000	43.98
PARIS ACE HARDWARE	41557813	pallet of water (84 cases) for grounds maintenance	Pallet of water (84 cases)	001-550-560-0000	335.16
PARIS ACE HARDWARE	41558793	toilet repair parts	Toilet fill valve 400A (3pk)	001-140-643-0000	24.99
PARIS ACE HARDWARE	41558793	toilet repair parts	Lock box for Fort Maurepas	001-550-560-0000	37.97
PARIS ACE HARDWARE	41558793	toilet repair parts	Flush lever white	001-550-563-0000	14.38
PARIS ACE HARDWARE	41558793	toilet repair parts	Flush lever fit all chrome	001-550-563-0000	5.46
PARIS ACE HARDWARE	41558951	Acetone for building maintenance	Acetone gallon	001-140-643-0000	21.99
PARIS ACE HARDWARE	41559351	Grinding & cut-off wheels for building maintenance	Cut-off wheel 4x1/16x5/8	001-140-643-0000	13.44
PARIS ACE HARDWARE	41559351	Grinding & cut-off wheels for building maintenance	Grind wheel 4x1/4x5/8	001-140-643-0000	17.79

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Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
PARIS ACE HARDWARE	41559593	Hose nozzle for Sport...	HD Hose Nozzle FN/Solid stream	001-550-560-0000	17.09
PARIS ACE HARDWARE	41559674	nuts, bolts, screws and clamps	Galv split lockwash 3/8 (box of 100)	001-140-643-0000	15.29
PARIS ACE HARDWARE	41559674	nuts, bolts, screws and clamps	HDG CARR Screw 3/8x4-1/2 (box of 50)	001-140-643-0000	58.49
PARIS ACE HARDWARE	41559674	nuts, bolts, screws and clamps	Anchor wedge 3/8x3.75" (box of 25)	001-140-643-0000	42.29
PARIS ACE HARDWARE	41559674	nuts, bolts, screws and clamps	Mini Quikgrip clamp 12" 2pk	001-140-643-0000	28.99
PARIS ACE HARDWARE	41559674	nuts, bolts, screws and clamps	Galv HX nuts USS 3/8-16 (box of 100)	001-140-643-0000	19.79
PARIS ACE HARDWARE	41559769	Paint rollers Taconi porch	ACE best roller 4x3/8 5pk	001-550-560-0000	9.89
PARIS ACE HARDWARE	41559769	Paint rollers Taconi porch	ACE better roller 4x1/2 5pk	001-550-560-0000	7.73
PARIS ACE HARDWARE	41561613	Muffler sealer and weed eater string	Form-a-gasket 2A 1-1/2 oz	001-550-560-0000	6.83
PARIS ACE HARDWARE	41561613	Muffler sealer and weed eater string	Sealer muffler/TL pipe	001-550-560-0000	4.13
PARIS ACE HARDWARE	41561613	Muffler sealer and weed eater string	Nylon line round (5lb) .105 red	001-550-560-0000	60.99
PARIS ACE HARDWARE	41561638	Dog Park gate repairs	Rod CR Plain 3/8x36"	001-550-563-0000	3.63
PARIS ACE HARDWARE	41561638	Dog Park gate repairs	Hillman each fasteners	001-550-563-0000	2.00
PARIS ACE HARDWARE	41561786	Replacement light at Gay Lemon	Floodlight Alum BRZ 28W	001-550-563-0000	32.39
PARIS ACE HARDWARE	41561802	Spray paint for baseball bases	Spray paint white primer	001-550-560-0000	0.97
PARIS ACE HARDWARE	41561802	Spray paint for baseball bases	Spray paint flat white	001-550-560-0000	19.28
PARIS ACE HARDWARE	41561974	Grease for building maintenance	Grease lethm 14oz	001-140-643-0000	6.83
PARIS ACE HARDWARE	41561985	Oil for weed eaters	STIHL HIGH PERF 6.4 oz 6pk	001-550-560-0000	20.97
PARIS ACE HARDWARE	41562014	Water hose for Sports Complex	All seasons hoses 5/8x75'	001-550-560-0000	25.99
PARIS ACE HARDWARE	41562063	Nuts and bolts for dog park gate	Hillman each fasteners	001-550-560-0000	5.20
PARIS ACE HARDWARE	41562110	drill bits for building maintenance	Drill bit TI HX SHNK 5-1/8"	001-550-548-0000	48.58
PARIS ACE HARDWARE	41562110	drill bits for building maintenance	BLK&GLD Drill bit 3/8x12"	001-550-548-0000	17.99
PARIS ACE HARDWARE	41562130	duct tape, hose, and spray nozzle	Duct tape 55 yard	001-550-560-0000	6.29
PARIS ACE HARDWARE	41562130	duct tape, hose, and spray nozzle	Fireman nozzle 2p ACE	001-550-560-0000	15.29
PARIS ACE HARDWARE	41562130	duct tape, hose, and spray nozzle	All seasons hoses 5/8x125	001-550-560-0000	39.99
PARIS ACE HARDWARE	41562327	Tap and die for building maintenance	Tap plug 7/16"	001-140-643-0000	8.63
PARIS ACE HARDWARE	41562327	Tap and die for building maintenance	Die 1" HEX 7/16-14NC	001-140-643-0000	7.19
PARIS ACE HARDWARE	41562327	Tap and die for building maintenance	Tap & Die SAE 1" set 12 pc	001-140-643-0000	46.99
PARIS ACE HARDWARE	41562639	Reciprocating blades for building maintenance	diab recip 9" 8/10T 5pk	001-140-643-0000	23.39
PARIS ACE HARDWARE	41562639	Reciprocating blades for building maintenance	Diab recip 9" 10/14T 5pk	001-140-643-0000	16.99
PARIS ACE HARDWARE	41562825	Temp. door knob assembly for City Hall back door	KYD ENT DR KNB AB 1-3/4	001-140-643-0000	30.97
PARIS ACE HARDWARE	41563111	LOCK BOX AND COMPUTER GORMMET	PLASTIC DESK CAPS	001-196-560-0000	4.04
PARIS ACE HARDWARE	41563111	LOCK BOX AND COMPUTER GORMMET	LOCKBOXES	001-196-560-0000	40.97
PARIS ACE HARDWARE	41563326	Milwaukee Battery Operated Fan	Milwaukee Fans	001-260-548-0000	749.97
PARIS ACE HARDWARE	41564434	bolts for grounds maintenance mowers	hillman each fasteners	001-550-563-0000	0.50
PARIS ACE HARDWARE	41564434	bolts for grounds maintenance mowers	hillman each fasteners	001-550-563-0000	0.32

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Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
PARIS ACE HARDWARE	41564434	bolts for grounds maintenance mowers	hillman each fasteners	001-550-563-0000	1.70
PARIS ACE HARDWARE	41564899	Air filters for Mary C.	24x24x1 air filters	001-196-563-0000	26.94
PARIS ACE HARDWARE	41564984	bolts for mowers	Hillman each fasteners	001-550-563-0000	6.99
PARIS ACE HARDWARE	41565297	Reel string liner 540' for fence	Reel string liner 540' orange	001-140-643-0000	26.98
PARIS ACE HARDWARE	41565692	Automotive fuses and keys	Keys for old pressbox doors now custodial closets	001-550-560-0000	4.92
PARIS ACE HARDWARE	41565692	Automotive fuses and keys	Fuse Automotive 42 pc kit	001-550-563-0000	32.39
PARIS ACE HARDWARE	41567338	New locks for women's restroom at Freedom Field	Lock Ent Com LT BALUS32D	001-550-560-0000	44.41
PARIS ACE HARDWARE	41567545	electrical cover for Sports Complex	3/4" 5H 2G Box GRY	001-550-563-0000	12.99
PARIS ACE HARDWARE	41567545	electrical cover for Sports Complex	2G DUP CVR GRY	001-550-563-0000	15.29
PARIS ACE HARDWARE	41567993	Grass seed & materials for City Hall	EZ SEED CENTIPEDE 3.75 lb	001-140-643-0000	27.99
PARIS ACE HARDWARE	41567993	Grass seed & materials for City Hall	Garden sprayer 2 Gal	001-140-643-0000	21.99
PARIS ACE HARDWARE	41567993	Grass seed & materials for City Hall	Rapid Grass Bermuda 4#	001-140-643-0000	54.99
Vendor 04785 - PARIS ACE HARDWARE Total:					3,462.00
Vendor: 02909 - PATRICIA PINSON					
PATRICIA PINSON	INV0035279	GALLERY CURATOR MARCH 2026	GALLERY CURATOR MARCH 2026	001-196-645-0001	1,190.00
PATRICIA PINSON	CM0000427	REVERSE REIMBURSEMENT FOR CITY CC PURCHASE	FINDERS KEEPER CHARIS AND VASE 3/6/26	001-196-645-0000	-214.00
Vendor 02909 - PATRICIA PINSON Total:					976.00
Vendor: 00113 - POPP'S FERRY SALES & SERVICE					
POPP'S FERRY SALES & SERVICE	0031	Repair part for Mower 6	Carb repair kit	001-301-563-0000	60.00
POPP'S FERRY SALES & SERVICE	0032	Weed eater for Sewer Dept	Redmax Weed Eaters (Model # BCZ3060TS)	401-751-548-0000	979.98
POPP'S FERRY SALES & SERVICE	0030	Weed eaters for Water Dept	Redmax Weed eater Model BCZ3060TS	401-750-548-0000	979.98
Vendor 00113 - POPP'S FERRY SALES & SERVICE Total:					2,019.96
Vendor: 05945 - PPG ARCHITECTURAL FINISHES, INC.					
PPG ARCHITECTURAL FINISHES..	817420003393	athletic field paint	white paint	001-550-543-0000	1,436.85
PPG ARCHITECTURAL FINISHES..	817420003393	athletic field paint	blue paint	001-550-543-0000	478.95
Vendor 05945 - PPG ARCHITECTURAL FINISHES, INC. Total:					1,915.80
Vendor: 03907 - PRO-LOCK LOCKSMITH SERVICE LLC					
PRO-LOCK LOCKSMITH SERVICE...	5040226-3	Civic Center front door keys	Civic Center keys	001-550-560-0000	50.00
Vendor 03907 - PRO-LOCK LOCKSMITH SERVICE LLC Total:					50.00
Vendor: 00820 - PSYCHOLOGICAL RESOURCES SUPPORT SYSTEMS					
PSYCHOLOGICAL RESOURCES ...	2604115	PSYCHOLOGICAL EVALUATIONS FOR PD	PSYCHOLOGICAL EVALUATIONS FOR PD	001-180-604-0000	450.00
Vendor 00820 - PSYCHOLOGICAL RESOURCES SUPPORT SYSTEMS Total:					450.00
Vendor: 00125 - PVS DX INC					
PVS DX INC	217000527-26	Chlorine Cylinder Delivery wells Jan2026-Sept2026	Chlorine Cylinder Delivery Oct 2025 - Sept 2026	401-750-543-0000	1,252.03
PVS DX INC	217000528-26	Chlorine Cylinder Delivery wells Jan2026-Sept2026	Chlorine Cylinder Delivery Oct 2025 - Sept 2026	401-750-543-0000	751.22
PVS DX INC	217000529-26	Chlorine Cylinder Delivery wells Jan2026-Sept2026	Chlorine Cylinder Delivery Oct 2025 - Sept 2026	401-750-543-0000	751.22
PVS DX INC	217000531-26	Chlorine Cylinder Delivery wells Jan2026-Sept2026	Chlorine Cylinder Delivery Oct 2025 - Sept 2026	401-750-543-0000	1,502.43
Vendor 00125 - PVS DX INC Total:					4,256.90
Vendor: 038781 - ROTOLO CONSULTANTS, INC.					
ROTOLO CONSULTANTS, INC.	326450-COS	LANDSCAPE MAINTENANCE MARCH 2026	HWY 90 HOTEL ZONE - BIENVILLE TO PIER 3/24	001-301-600-0601	215.29

4/21/26 DOCKET OF CLAIMS

Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
ROTOLO CONSULTANTS, INC.	326450-COS	LANDSCAPE MAINTENANCE MARCH 2026	HWY 90 MEDIAN 3/24	001-301-600-0601	1,429.87
Vendor 038781 - ROTOLO CONSULTANTS, INC. Total:					1,645.16
Vendor: 00006 - SEAN LALLEY					
SEAN LALLEY	1044	SHIRTS ACADEMY FOR JOHNSON	SHIRTS	001-200-535-0531	280.00
SEAN LALLEY	1062	Polo Uniform Shirts For Dispatch	OG101/LOG101 Polo Shirt	001-200-535-0531	2,160.00
SEAN LALLEY	1062	Polo Uniform Shirts For Dispatch	Upcharge For Sizing 2XL	001-200-535-0531	18.00
SEAN LALLEY	1062	Polo Uniform Shirts For Dispatch	Upcharge For Sizing 4XL	001-200-535-0531	25.00
SEAN LALLEY	1062	Polo Uniform Shirts For Dispatch	Print Both Sleeves	001-200-535-0531	80.00
Vendor 00006 - SEAN LALLEY Total:					2,563.00
Vendor: 03213 - SORG PRINTING					
SORG PRINTING	110873	Taco Fest Flyers	(75) 8.5"x11" flyers	001-196-610-0000	65.00
Vendor 03213 - SORG PRINTING Total:					65.00
Vendor: 00639 - SOUTH MISSISSIPPI BUSINESS MACHINES					
SOUTH MISSISSIPPI BUSINESS...	500192	PRINTING CONTRACT - PLANNING DEPT	PRINTING CONTRACT - COLOR	001-190-600-0600	93.25
SOUTH MISSISSIPPI BUSINESS...	500192	PRINTING CONTRACT - PLANNING DEPT	PRINTING CONTRACT - B/W	001-190-600-0600	10.97
SOUTH MISSISSIPPI BUSINESS...	500193	PRINTING CONTRACT - POLICE DEPT PRINTERS	RECORDS DEPARTMENT - SHARP BP-50C36 - BLACK/WHITE	001-200-600-0600	33.55
SOUTH MISSISSIPPI BUSINESS...	500193	PRINTING CONTRACT - POLICE DEPT PRINTERS	RECORDS DEPARTMENT - SHARP BP-50C36 - COLOR	001-200-600-0600	57.42
SOUTH MISSISSIPPI BUSINESS...	500194	PRINTING CONTRACT - COURTS	PRINTING CONTRACT - SHARP MX-4051 - COLOR	001-110-600-0600	21.66
SOUTH MISSISSIPPI BUSINESS...	500194	PRINTING CONTRACT - COURTS	PRINTING CONTRACT - SHARP MX-4051 - BLACK/WHITE	001-110-600-0600	32.41
SOUTH MISSISSIPPI BUSINESS...	500195	PRINTING CONTRACT - FIRE DEPARTMENT	PRINTING CHARGES - SHARP BP-70C31 COLOR	001-260-600-0600	17.10
SOUTH MISSISSIPPI BUSINESS...	500195	PRINTING CONTRACT - FIRE DEPARTMENT	PRINTING CHARGES - SHARP BP-70C31 BLACK/WHITE	001-260-600-0600	3.36
SOUTH MISSISSIPPI BUSINESS...	500196	PRINTING CONTRACT - FINANCE	PRINTING CONTRACT - SHARP MX-M6570 - BLACK/WHITE	001-140-600-0600	60.71
SOUTH MISSISSIPPI BUSINESS...	500197	PRINTING CONTRACT - POLICE DEPT PRINTERS	OVERAGE FOR CID PRINTER - COLOR	001-200-600-0600	60.83
SOUTH MISSISSIPPI BUSINESS...	500197	PRINTING CONTRACT - POLICE DEPT PRINTERS	BASE RATE FOR CID PRINTER	001-200-600-0600	34.00
SOUTH MISSISSIPPI BUSINESS...	500453	PRINTER FOR HUMAN RESOURCES OFFICE	SHARP BP-50C31 COLOR COPIER W/ PRINT,SCAN	001-180-501-0000	12.07
SOUTH MISSISSIPPI BUSINESS...	500454	PRINTING CONTRACT - PUBLIC WORKS	PRINTING CONTRACT - SHARP MX-3071 COLOR	001-300-600-0600	33.73
SOUTH MISSISSIPPI BUSINESS...	500454	PRINTING CONTRACT - PUBLIC WORKS	PRINTING CONTRACT - SHARP MX-3071 BLACK/WHITE	001-300-600-0600	24.81
SOUTH MISSISSIPPI BUSINESS...	500454	PRINTING CONTRACT - PUBLIC WORKS	PRINTING CONTRACT - SHARP MX-3071 BLACK/WHITE	401-300-600-0600	24.81
SOUTH MISSISSIPPI BUSINESS...	500454	PRINTING CONTRACT - PUBLIC WORKS	PRINTING CONTRACT - SHARP MX-3071 COLOR	401-300-600-0600	33.73
Vendor 00639 - SOUTH MISSISSIPPI BUSINESS MACHINES Total:					554.41
Vendor: 05357 - SOUTHERN FASTENER & TOOL CO., INC.					
SOUTHERN FASTENER & TOOL...	136420	Poles and straps for signage	6 ft wooden paint poles w/ male end	001-301-566-0000	388.50
SOUTHERN FASTENER & TOOL...	136420	Poles and straps for signage	305 stainless adjustable hose clamps 3"-10"	001-301-566-0000	300.00
Vendor 05357 - SOUTHERN FASTENER & TOOL CO., INC. Total:					688.50
Vendor: 03626 - SOUTHERN TIRE MART, LLC					
SOUTHERN TIRE MART, LLC	2500206152	Tires for equipment trailer	ST205/75R15/10 Gladiator tires	001-550-570-0000	600.80

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Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
SOUTHERN TIRE MART, LLC	2500206152	Tires for equipment trailer	Reimbursement of waste tire fee	001-550-570-0000	8.00
Vendor 03626 - SOUTHERN TIRE MART, LLC Total:					608.80
Vendor: 031781 - STEVEN'S UNDERGROUND UTILITY LLC					
STEVEN'S UNDERGROUND UTI...1145		1" Hot Tap @4027 Bienville Blvd	Services 1" Hot Tap @4027 Bienville Bl	401-750-924-0910	250.00
STEVEN'S UNDERGROUND UTI...1145		1" Hot Tap @4027 Bienville Blvd	Services Mobilization 150hr /8 @4027 Bienville Bl	401-750-924-0910	1,000.00
Vendor 031781 - STEVEN'S UNDERGROUND UTILITY LLC Total:					1,250.00
Vendor: 036771 - SUN AUTO TIRE & SERVICE INC					
SUN AUTO TIRE & SERVICE INC	701810935	Tires, Alignments for police vehicles	Tires, Alignments for police vehicles	001-200-570-0000	830.96
Vendor 036771 - SUN AUTO TIRE & SERVICE INC Total:					830.96
Vendor: 05701 - SUNSOUTH LLC					
SUNSOUTH LLC	5444141	Repair part for Z920 zero turn mower	Crankshaft part number MIU12492	001-550-563-0000	231.56
Vendor 05701 - SUNSOUTH LLC Total:					231.56
Vendor: 00008 - TAYLOR AUTOMOTIVE INC					
TAYLOR AUTOMOTIVE INC	86681	R/R Fuse Block/Purge Valve/1702	Purge Valve Assembly	001-200-630-0000	143.19
TAYLOR AUTOMOTIVE INC	86681	R/R Fuse Block/Purge Valve/1702	Under Hood Fuse Block	001-200-630-0000	878.42
TAYLOR AUTOMOTIVE INC	86681	R/R Fuse Block/Purge Valve/1702	Labor	001-200-630-0000	580.50
TAYLOR AUTOMOTIVE INC	86712	Oil Cooler/Switch/Filter Housing/Water Pump/2104	Oil Cooler Hose	001-200-630-0000	61.74
TAYLOR AUTOMOTIVE INC	86712	Oil Cooler/Switch/Filter Housing/Water Pump/2104	Oil Pressure Switch	001-200-630-0000	156.11
TAYLOR AUTOMOTIVE INC	86712	Oil Cooler/Switch/Filter Housing/Water Pump/2104	Labor	001-200-630-0000	1,550.50
TAYLOR AUTOMOTIVE INC	86712	Oil Cooler/Switch/Filter Housing/Water Pump/2104	Left Engine Mount	001-200-630-0000	201.60
TAYLOR AUTOMOTIVE INC	86712	Oil Cooler/Switch/Filter Housing/Water Pump/2104	Water Pump	001-200-630-0000	195.84
TAYLOR AUTOMOTIVE INC	86712	Oil Cooler/Switch/Filter Housing/Water Pump/2104	Thermostat	001-200-630-0000	153.92
TAYLOR AUTOMOTIVE INC	86712	Oil Cooler/Switch/Filter Housing/Water Pump/2104	EGR Cooler Hose	001-200-630-0000	144.18
TAYLOR AUTOMOTIVE INC	86712	Oil Cooler/Switch/Filter Housing/Water Pump/2104	Engine Oil Cooler	001-200-630-0000	574.06
TAYLOR AUTOMOTIVE INC	86712	Oil Cooler/Switch/Filter Housing/Water Pump/2104	Oil	001-200-630-0000	56.70
TAYLOR AUTOMOTIVE INC	86712	Oil Cooler/Switch/Filter Housing/Water Pump/2104	Air Filter	001-200-630-0000	29.30
TAYLOR AUTOMOTIVE INC	86712	Oil Cooler/Switch/Filter Housing/Water Pump/2104	Antifreeze	001-200-630-0000	16.95
TAYLOR AUTOMOTIVE INC	86712	Oil Cooler/Switch/Filter Housing/Water Pump/2104	Belt	001-200-630-0000	79.00
TAYLOR AUTOMOTIVE INC	86732	Diagnostic/Gasket/EGR Tube/Gasket/PCV Valve /1705	EGR Tube Seal	001-200-630-0000	23.83
TAYLOR AUTOMOTIVE INC	86732	Diagnostic/Gasket/EGR Tube/Gasket/PCV Valve /1705	Plenum Gasket	001-200-630-0000	61.93
TAYLOR AUTOMOTIVE INC	86732	Diagnostic/Gasket/EGR Tube/Gasket/PCV Valve /1705	PCV Valve	001-200-630-0000	80.06
TAYLOR AUTOMOTIVE INC	86732	Diagnostic/Gasket/EGR Tube/Gasket/PCV Valve /1705	Valve Cover Gasket	001-200-630-0000	132.08
TAYLOR AUTOMOTIVE INC	86732	Diagnostic/Gasket/EGR Tube/Gasket/PCV Valve /1705	Labor	001-200-630-0000	945.00
TAYLOR AUTOMOTIVE INC	86825	Diagnostic/Purge Solenoid	Purge Solenoid	001-200-630-0000	57.90
TAYLOR AUTOMOTIVE INC	86825	Diagnostic/Purge Solenoid	Labor	001-200-630-0000	121.50
Vendor 00008 - TAYLOR AUTOMOTIVE INC Total:					6,244.31

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Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
Vendor: 06129 - THE SOUTHERN CONNECTION POLICE SUPPLIES					
THE SOUTHERN CONNECTION...	AR001377	Uniform for new hire	Uniform Boots	001-260-535-0531	135.00
THE SOUTHERN CONNECTION...	AR001377	Uniform for new hire	Uniforms pants	001-260-535-0531	79.98
THE SOUTHERN CONNECTION...	AR001377	Uniform for new hire	Uniform Belt	001-260-535-0531	20.00
THE SOUTHERN CONNECTION...	AR001443	Fire Marshal Uniform	Uniform Pants	001-260-535-0531	79.99
THE SOUTHERN CONNECTION...	AR001443	Fire Marshal Uniform	Uniform Boots	001-260-535-0531	135.00
THE SOUTHERN CONNECTION...	AR001443	Fire Marshal Uniform	Uniform Pants	001-260-535-0531	79.00
Vendor 06129 - THE SOUTHERN CONNECTION POLICE SUPPLIES Total:					528.97
Vendor: 06123 - TJ'S CUSTOM APPAREL					
TJ'S CUSTOM APPAREL	16825	Shirts for Amanda - Planning Department	LNEA225 - Women's Polo - Royal Heather	001-190-535-0531	38.00
TJ'S CUSTOM APPAREL	16825	Shirts for Amanda - Planning Department	64V00L - Gildan women's v neck shirt - Navy	001-190-535-0531	21.00
TJ'S CUSTOM APPAREL	16825	Shirts for Amanda - Planning Department	L540 - Port Authority - Women's Polo - White	001-190-535-0531	28.00
TJ'S CUSTOM APPAREL	16825	Shirts for Amanda - Planning Department	LK620 - Port Authority Pique Polo - Black	001-190-535-0531	34.00
TJ'S CUSTOM APPAREL	16825	Shirts for Amanda - Planning Department	64V00L - Gildan women's v neck - Black	001-190-535-0531	21.00
TJ'S CUSTOM APPAREL	16825	Shirts for Amanda - Planning Department	L317 - Port Authority Jacket - Pearl Grey Heather	001-190-535-0531	47.00
TJ'S CUSTOM APPAREL	16825	Shirts for Amanda - Planning Department	One Time Set up Fee for Embroidery	001-190-535-0531	20.00
TJ'S CUSTOM APPAREL	16826	Shirts for Sirrae - Planning Department	L500 - Port Authority - Women's Polo - Cool Grey	001-190-535-0531	30.00
TJ'S CUSTOM APPAREL	16826	Shirts for Sirrae - Planning Department	L500 - Port Authority - Women's Polo - Black	001-190-535-0531	30.00
TJ'S CUSTOM APPAREL	16826	Shirts for Sirrae - Planning Department	L500 - Port Authority - Women's Polo - Banana Color	001-190-535-0531	30.00
TJ'S CUSTOM APPAREL	16826	Shirts for Sirrae - Planning Department	AL2018 - Women's tri blend v neck tee - White	001-190-535-0531	23.00
TJ'S CUSTOM APPAREL	16826	Shirts for Sirrae - Planning Department	AL2018 - Women's tri blend v neck tee - Desert Sun	001-190-535-0531	23.00
TJ'S CUSTOM APPAREL	16827	Shirts for Elizabeth - Planning Department	L540 - Port Authority - Women's Polo - Neon Yellow	001-190-535-0531	28.00
TJ'S CUSTOM APPAREL	16827	Shirts for Elizabeth - Planning Department	L540 - Port Authority - Women's Polo - Red	001-190-535-0531	28.00
TJ'S CUSTOM APPAREL	16827	Shirts for Elizabeth - Planning Department	L540 - Port Authority - Women's Polo - Black	001-190-535-0531	28.00
TJ'S CUSTOM APPAREL	16827	Shirts for Elizabeth - Planning Department	L540 - Port Authority - Women's Polo - Teal Green	001-190-535-0531	28.00
TJ'S CUSTOM APPAREL	16827	Shirts for Elizabeth - Planning Department	L540 - Port Authority - Woman Polo - Carolina Blue	001-190-535-0531	28.00
Vendor 06123 - TJ'S CUSTOM APPAREL Total:					485.00
Vendor: 05956 - TRANSUNION RISK & ALTERNATIVE DATA					
TRANSUNION RISK & ALTERN...	293141-202603-1	TRANSUNION CURRENT AND CONTRACT CHARGES	TRANSUNION CONTRACT MARCH 2026	001-200-602-0000	335.00
TRANSUNION RISK & ALTERN...	293141-202603-1	TRANSUNION CURRENT AND CONTRACT CHARGES	TRULOOKUP PHONE, INCARCERATION AND ARREST SEARCHES	001-200-602-0000	134.30
Vendor 05956 - TRANSUNION RISK & ALTERNATIVE DATA Total:					469.30
Vendor: 06233 - TYLER TECHNOLOGIES, INC.					
TYLER TECHNOLOGIES, INC.	025-542703	COURT SOFTWARE SUBSCRIPTION YR 3	COURT SOFTWARE SUBSCRIPTION YR 3	001-110-602-0000	24,849.00
TYLER TECHNOLOGIES, INC.	025-542703CM	COLLECTION AGENCY EXPORT - NOT SET UP COMPLETELY	COLLECTION AGENCY EXPORT - NOT SET UP COMPLETELY	001-110-602-0000	-1,769.00
Vendor 06233 - TYLER TECHNOLOGIES, INC. Total:					23,080.00
Vendor: 01930 - U.S. POSTAL SERVICE					
U.S. POSTAL SERVICE	INV0035329	ANNUAL FEE FOR PO BOX 1890	ANNUAL FEE FOR PO BOX 1890	401-710-606-0000	398.00
Vendor 01930 - U.S. POSTAL SERVICE Total:					398.00

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Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
Vendor: 01476 - UNIFIRST HOLDINGS, INC					
UNIFIRST HOLDINGS, INC	1530272603	FLOOR MAT AND UNIFORM SERVICE	FLOOR MAT AND UNIFORM SERVICE	001-550-535-0531	208.71
UNIFIRST HOLDINGS, INC	1530293651	FLOOR MAT AND UNIFORM SERVICE	FLOOR MAT AND UNIFORM SERVICE	001-550-535-0531	226.78
UNIFIRST HOLDINGS, INC	1530295105	FLOOR MAT AND UNIFORM SERVICE	FLOOR MAT AND UNIFORM SERVICE	001-550-535-0531	226.78
Vendor 01476 - UNIFIRST HOLDINGS, INC Total:					662.27
Vendor: 036341 - UNITI FIBER GULFCO LLC					
UNITI FIBER GULFCO LLC	653748	CITYWIDE FIBER INTERNET APRIL 2026	CITYWIDE FIBER INTERNET APRIL 2026	001-140-613-0000	2,425.00
Vendor 036341 - UNITI FIBER GULFCO LLC Total:					2,425.00
Vendor: 03011 - WALMART COMMUNITY					
WALMART COMMUNITY	1a264149	TONER FOR MANDY AND TRAFFIC	410X TONER 8 PACK ALL COLORS	001-200-560-0000	97.09
WALMART COMMUNITY	11bbddda	bleach for custodial and labels for basketball	clorox regular liquid bleach 121oz- 2ct	001-550-510-0000	24.99
WALMART COMMUNITY	6396a7d8	bleach for custodial and labels for basketball	clorox regular liquid bleach 121oz- 2ct	001-550-510-0000	24.99
WALMART COMMUNITY	a7c3c389	bleach for custodial and labels for basketball	clorox regular liquid bleach 121oz- 2ct	001-550-510-0000	24.99
WALMART COMMUNITY	aca4f38a	bleach for custodial and labels for basketball	clorox regular liquid bleach 121oz- 2ct	001-550-510-0000	24.99
WALMART COMMUNITY	b0a74d28	bleach for custodial and labels for basketball	clorox regular liquid bleach 121oz- 2ct	001-550-510-0000	24.99
WALMART COMMUNITY	b50c454c	bleach for custodial and labels for basketball	clorox regular liquid bleach 121oz- 2ct	001-550-510-0000	24.99
Vendor 03011 - WALMART COMMUNITY Total:					247.03
Vendor: 05536 - WARREN PAVING, INC.					
WARREN PAVING, INC.	123252	Annual hot mix asphalt March 26/26	Hot Plant Mix Asphalt Pick up OCT2025-Sept2026	001-301-902-0000	4,803.77
WARREN PAVING, INC.	123285	Paving - Bellande Ave.	Cold Milling of Existing Asphalt	337-301-901-0000	7,605.00
WARREN PAVING, INC.	123285	Paving - Bellande Ave.	BELLANDE: HotMixAsphalt,9.5mm,Surface Course,1.5" D	337-301-901-0000	24,308.28
Vendor 05536 - WARREN PAVING, INC. Total:					36,717.05
Vendor: 04346 - WASTE PRO GAUTIER					
WASTE PRO GAUTIER	184271	RESIDENTIAL WASTE & RECYCLE	RESIDENTIAL CART RENTAL	401-320-686-0000	9,150.00
WASTE PRO GAUTIER	184271	RESIDENTIAL WASTE & RECYCLE	MSW & RECYCLE SERVICE	401-320-686-0000	217,943.88
Vendor 04346 - WASTE PRO GAUTIER Total:					227,093.88
Vendor: 04784 - WEX BANK					
WEX BANK	111609422	CITY FUEL PURCHASES MARCH 2026	CITY FUEL PURCHASES MARCH 2026	001-200-525-0000	902.81
Vendor 04784 - WEX BANK Total:					902.81
Vendor: 003118 - WHITE CAP, LP					
WHITE CAP, LP	50036007830	Filter Cloth for Drainage Projects/Repairs	157140NL3 140NL 3' X 36' NON WOVEN 120 SY	001-352-631-0000	587.94
WHITE CAP, LP	50036071242	Rigging & Tie Down Chain for equipment	SP/3/8GR70CLEVISHOOK 3/8" GRADE 70 CLEVIS SLIP HOO	001-352-560-0000	111.00
WHITE CAP, LP	50036071242	Rigging & Tie Down Chain for equipment	SP/1/2GR70CLEVISHOOK 1/2" GRADE 70 CLEVIS SLIP HOO	001-352-560-0000	133.60
WHITE CAP, LP	50036071242	Rigging & Tie Down Chain for equipment	SP/1049130-3 3/8" CRO A1339 CLEVIS SLINGHOOK	001-352-560-0000	159.92
WHITE CAP, LP	50036071242	Rigging & Tie Down Chain for equipment	SP/3/8GRABHOOK CARTEC 3/8" CLEVIS GRAB HOOK	001-352-560-0000	404.80
WHITE CAP, LP	50036071242	Rigging & Tie Down Chain for equipment	35239-1 1/2" GRD 70 TRANSPORT CHAIN FT	001-352-560-0000	464.00
WHITE CAP, LP	50036071242	Rigging & Tie Down Chain for equipment	SP/1/2GRABHOOK CARTEC 1/2" CLEVIS GRAB HOOK	001-352-560-0000	536.40

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Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
WHITE CAP, LP	50036072590	Bits for PW equipment	297DMDT29 29 PC METAL DEMON DRILL BITS SET FOR MIL	001-301-548-0000	464.97
WHITE CAP, LP	50036072590	Bits for PW equipment	297DMAPL4160P25 3/8" X 10" X 12" REBAR DEMON SDS P	001-301-548-0000	128.95
WHITE CAP, LP	50036072590	Bits for PW equipment	297DMAPL4190 1/2" X 10" X 12" REBAR DEMON SDS	001-301-548-0000	35.78
WHITE CAP, LP	50036072590	Bits for PW equipment	297DSCS54 54 PC SCREWDRIVING SET (54- PIECE) FREUD	001-351-548-0000	68.50
WHITE CAP, LP	50036072590	Bits for PW equipment	297DMAPL9920S7 7PC REBAR DEMON SDS PLUS 4 CUTTER F	001-351-548-0000	88.60
WHITE CAP, LP	50036072590	Bits for PW equipment	297DMAPL4160P25 3/8" X 10" X 12" REBAR DEMON SDS P	001-351-548-0000	128.95
WHITE CAP, LP	50036072590	Bits for PW equipment	297DMAPL4190 1/2" X 10" X 12" REBAR DEMON SDS	001-351-548-0000	35.78
WHITE CAP, LP	50036072590	Bits for PW equipment	297DMDT29 29 PC METAL DEMON DRILL BITS SET FOR MIL	001-351-548-0000	464.97
WHITE CAP, LP	50036072590	Bits for PW equipment	SP/DS0614BF15-1 6" 14/18TPI BI-METAL RECIPROCATING	001-351-560-0000	36.80
WHITE CAP, LP	50036072590	Bits for PW equipment	297DS0914BF15 9IN BI-METAL RECIP BLADE MED METAL 1	001-351-560-0000	49.99
WHITE CAP, LP	50036072590	Bits for PW equipment	297DS1214B25 12" -14/18 MEDIUM METAL BIMETAL RECIP	001-351-560-0000	94.65
WHITE CAP, LP	50036072590	Bits for PW equipment	297DS099CGP3 9" 6/9TPI GENERAL PURPOSE CARBIDE REC	001-351-560-0000	36.55
WHITE CAP, LP	50036072590	Bits for PW equipment	297DS129CGP3 12" 6/9TPI GENERAL PURPOSE CARBIDE RE	001-351-560-0000	49.85
WHITE CAP, LP	50036072590	Bits for PW equipment	297DMAPL4190 1/2" X 10" X 12" REBAR DEMON SDS	401-751-548-0000	71.54
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DBD09009410 9" METAL CUT OFF DISC FREUD	001-351-560-0000	6.90
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DMADST0900 9" SEGMENTED DIAMOND TURBO CUT-OFF D	001-351-560-0000	47.62
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	SP/DBD045040125F-15 4-1/2" THIN KERF METAL CUT 25p	001-351-560-0000	31.47
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DS063CP10 6" CARBIDE TIPPED PRUNING 10/pack	001-351-560-0000	40.44
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DS069CGP1 6" CARBIDE TIPPED GENERAL PURPOSE BLA	001-351-560-0000	61.16
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DBD045125X01F 4- 1/2"X1/8"X7/8" METAL GRINDING	001-351-560-0000	30.94
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DS005SC 5PC CARB RECIP BLADES FREUD	001-351-560-0000	70.50
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DS129CGP1 12" CARBIDE TIPPED GENERAL 10/pk	001-351-560-0000	111.64
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DMADST0450 4-1/2" SEGMENTED DIAMOND	001-351-560-0000	71.10
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DS068CF10 6" CARBIDE TIPPED THICK METAL 10/pk	001-351-560-0000	61.17
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DS099CGP1 9" CARBIDE TIPPED GENERAL Purpose10/p	001-351-560-0000	83.14
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DS0608CFA10 6" 8TPI STEEL DEMON CARBIDE 10/pk	001-351-560-0000	104.40
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DS123CP10 12" CARBIDE TIPPED PRUNING 10/pk	001-351-560-0000	83.14
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DS068CF10 6" CARBIDE TIPPED THICK METAL 10/pk	001-352-560-0000	61.16

4/21/26 DOCKET OF CLAIMS

Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DCX045060B01F 4- 1/2"X5/8"-11" 60GR MAXFLAP	001-352-560-0000	23.29
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	SP/DBD045040125F-15 4-1/2" THIN KERF METAL CUT 25p	001-352-560-0000	31.47
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DS063CP10 6" CARBIDE TIPPED PRUNING 10/pack	001-352-560-0000	40.42
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DS0908CFA10 9" 8TPI STEEL DEMON CARBIDE 10/pk	001-352-560-0000	110.52
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DS005SC 5PC CARB RECIP BLADES FREUD	001-352-560-0000	70.48
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DS0608CFA10 6" 8TPI STEEL DEMON CARBIDE 10/pk	001-353-546-0000	104.40
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DS099CGP1 9" CARBIDE TIPPED GENERAL Purpose10/p	001-353-546-0000	83.13
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DS0908CFA10 9" 8TPI STEEL DEMON CARBIDE 10/pk	001-353-546-0000	110.54
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DMADST0450 4-1/2" SEGMENTED DIAMOND	001-353-546-0000	71.10
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DS129CGP1 12" CARBIDE TIPPED GENERAL 10/pk	001-353-546-0000	111.63
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DS093CP10 9" CARBIDE TIPPED PRUNING & 10/pack	001-353-546-0000	244.50
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297D1472CF 14" 72T DIABLO TCG FERROUS SAW	001-353-546-0000	308.70
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DBD09009410 9" METAL CUT OFF DISC FREUD	001-353-546-0000	6.90
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DPB275XKCS01F 2-3/4" X- LOCK KNOTTED CUP BRUSH S	001-353-546-0000	71.10
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DS123CP10 12" CARBIDE TIPPED PRUNING 10/pk	001-353-546-0000	83.13
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DBD045125X01F 4- 1/2"X1/8"X7/8" METAL GRINDING	001-353-546-0000	10.31
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DCX045060B01F 4- 1/2"X5/8"-11" 60GR MAXFLAP	001-353-546-0000	23.29
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DS069CGP1 6" CARBIDE TIPPED GENERAL PURPOSE BLA	001-353-546-0000	61.17
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DMADST0900 9" SEGMENTED DIAMOND TURBO CUT-OFF D	001-353-546-0000	47.64
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DS0608CFA10 6" 8TPI STEEL DEMON CARBIDE 10/pk	401-750-560-0000	104.40
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DBD09009410 9" METAL CUT OFF DISC FREUD	401-750-560-0000	6.90
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DMADST0900 9" SEGMENTED DIAMOND TURBO CUT-OFF D	401-750-560-0000	47.62
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DS129CGP1 12" CARBIDE TIPPED GENERAL 10/pk	401-750-560-0000	111.64
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DS123CP10 12" CARBIDE TIPPED PRUNING 10/pk	401-750-560-0000	83.14
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DS099CGP1 9" CARBIDE TIPPED GENERAL Purpose10/p	401-750-560-0000	83.14
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DS0908CFA10 9" 8TPI STEEL DEMON CARBIDE 10/pk	401-750-560-0000	110.52
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	SP/DBD045040125F-15 4-1/2" THIN KERF METAL CUT 25p	401-750-560-0000	31.47
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DMADST0450 4-1/2" SEGMENTED DIAMOND	401-750-560-0000	71.10
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DS069CGP1 6" CARBIDE TIPPED GENERAL PURPOSE BLA	401-750-560-0000	61.16
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DS068CF10 6" CARBIDE TIPPED THICK METAL 10/pk	401-750-560-0000	61.16
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DS005SC 5PC CARB RECIP BLADES FREUD	401-750-560-0000	70.48

4/21/26 DOCKET OF CLAIMS

Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DS063CP10 6" CARBIDE TIPPED PRUNING 10/pack	401-750-560-0000	40.42
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DS0908CFA10 9" 8TPI STEEL DEMON CARBIDE 10/pk	401-751-560-0000	110.52
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DMADST0900 9" SEGMENTED DIAMOND TURBO CUT-OFF D	401-751-560-0000	47.62
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DS069CGP1 6" CARBIDE TIPPED GENERAL PURPOSE BLA	401-751-560-0000	61.16
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DS129CGP1 12" CARBIDE TIPPED GENERAL 10/pk	401-751-560-0000	111.64
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DS068CF10 6" CARBIDE TIPPED THICK METAL 10/pk	401-751-560-0000	61.16
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DS0608CFA10 6" 8TPI STEEL DEMON CARBIDE 10/pk	401-751-560-0000	104.40
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DS063CP10 6" CARBIDE TIPPED PRUNING 10/pack	401-751-560-0000	40.42
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DS123CP10 12" CARBIDE TIPPED PRUNING 10/pk	401-751-560-0000	83.14
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DS099CGP1 9" CARBIDE TIPPED GENERAL Purpose10/p	401-751-560-0000	83.14
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	SP/DBD045040125F-15 4-1/2" THIN KERF METAL CUT 25p	401-751-560-0000	31.47
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DMADST0450 4-1/2" SEGMENTED DIAMOND	401-751-560-0000	71.10
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DS005SC 5PC CARB RECI BLADES FREUD	401-751-560-0000	70.48
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DCX045060B01F 4- 1/2"X5/8"-11" 60GR MAXFLAP	401-751-560-0000	46.57
WHITE CAP, LP	50036072638	Blades for Equipment Beaut/Water/Sewer/Drain	297DBD09009410 9" METAL CUT OFF DISC FREUD	401-751-560-0000	6.90
WHITE CAP, LP	50036077894	Water Plug for Drainage and Sewer repairs	433112650 50LB QK HYDRAULIC WATERSTOP QUIKRETE	001-352-906-0000	3,142.02
WHITE CAP, LP	50036077894	Water Plug for Drainage and Sewer repairs	433112650 50LB QK HYDRAULIC WATERSTOP QUIKRETE	401-751-560-0000	1,618.62
Vendor 003118 - WHITE CAP, LP Total:					13,205.55
Vendor: 03500 - WILKINSON, WILLIAMS, BOSIO & SESSOMS, PLLC					
WILKINSON, WILLIAMS, BOSIO...	621-0060F-20	LITIGATION EXPENSES MARCH 2026	LITIGATION EXPENSES MARCH 2026 - GARRIGA	001-120-600-0603	217.40
Vendor 03500 - WILKINSON, WILLIAMS, BOSIO & SESSOMS, PLLC Total:					217.40
Grand Total:					1,298,794.57

Fund Summary

Fund	Expense Amount
001 - GENERAL	213,980.95
008 - FOOD AND BEVERAGE TAX 2%	2,423.39
010 - FESTIVALS	20,443.33
101 - LIBRARY	45.00
103 - TASK FORCE	735.00
324 - MCWI GRANTS	710,864.12
328 - TIDELANDS GRANTS	3,432.50
335 - HB1353 - RILEY RD IMPROVEMENTS	432.52
336 - HB 1353 - WATER/SEWER/INFRASTRUCTURE	2,931.00
337 - HB603 APPROPRIATIONS	31,913.28
401 - UTILITY ENTERPRISE	311,217.20
551 - TACONI BUILDING	376.28
Grand Total:	1,298,794.57

Account Summary

Account Number	Account Name	Expense Amount
001-001-023-0000	DUE FROM EMPLOYEE	93.14
001-001-108-0000	FACILITY RENTAL DEPOS...	250.00
001-100-605-0607	TRAVEL/TRAINING/SEM...	2,450.00
001-110-600-0600	CONTRACTUAL SERVICES	109.07
001-110-602-0000	COMPUTER SOFTWARE ...	23,127.98
001-120-535-0531	UNIFORMS	68.00
001-120-600-0600	CONTRACTUAL SERVICES	22.00
001-120-600-0602	ATTORNEY FEES	9,840.00
001-120-600-0603	Attorney - Non Contract	217.40
001-120-600-0612	ENGINEERING FEES	2,445.25
001-120-602-0000	COMPUTER SOFTWARE ...	77.96
001-120-605-0607	TRAVEL/TRAINING/SEM...	1,527.68
001-120-611-0000	TELEPHONE	180.44
001-120-686-0000	DUES/MEMBERSHIPS/S...	20.95
001-120-699-0000	OTHER SERVICES & CHA...	279.00
001-140-500-0000	OFFICE SUPPLIES	1.34
001-140-563-0000	REPAIR PARTS & SUPPLI...	47.99
001-140-600-0600	CONTRACTUAL SERVICES	210.71
001-140-602-0000	COMPUTER SOFTWARE ...	10,108.84
001-140-603-0000	COMPUTER HARDWARE	150.75
001-140-605-0607	TRAVEL/TRAINING/SEM...	350.00
001-140-606-0000	POSTAGE	30.50
001-140-611-0000	TELEPHONE	46.57
001-140-612-0000	TELEPHONE - KLOUD 7	3,589.80
001-140-613-0000	CITYWIDE INTERNET SER...	2,425.00
001-140-625-0000	UTILITIES	175.70
001-140-643-0000	CITY WIDE BUILDING MA...	634.14
001-180-501-0000	OFFICE FURNITURE & E...	12.07
001-180-602-0000	COMPUTER SOFTWARE ...	23.99
001-180-604-0000	PHYSICAL EXAMS & TEST...	919.00
001-180-605-0607	TRAVEL/TRAINING/SEM...	410.97
001-180-611-0000	TELEPHONE	93.14
001-180-620-0626	WORKERS' COMPENSAT...	6,931.35
001-180-686-0000	DUES/MEMBERSHIPS/S...	185.00
001-190-535-0531	UNIFORMS	485.00
001-190-600-0600	CONTRACTUAL SERVICES	104.22
001-190-602-0000	COMPUTER SOFTWARE ...	71.97
001-190-607-0000	TRANSIT SYSTEM EXPEN...	19,225.00
001-190-610-0000	ADVERTISING	86.41
001-190-611-0000	TELEPHONE	46.57
001-191-600-0600	CONTRACTUAL SERVICES	88.00

Account Summary

Account Number	Account Name	Expense Amount
001-191-602-0000	COMPUTER SOFTWARE ...	23.99
001-191-605-0607	TRAVEL/TRAINING/SEM...	195.00
001-191-611-0000	TELEPHONE	186.28
001-191-686-0000	DUES/MEMBERSHIPS/S...	170.00
001-193-625-0000	UTILITIES	63.27
001-194-600-0600	CONTRACTUAL SERVICES	70.00
001-195-600-0600	CONTRACTUAL SERVICES	70.00
001-196-108-0000	RENTAL PAYMENTS	950.00
001-196-500-0000	OFFICE SUPPLIES - MARY...	66.98
001-196-510-0000	CLEANING & JANITORIAL...	304.50
001-196-560-0000	MATERIALS & SUPPLIES	506.19
001-196-561-0000	MAINTENANCE TOOLS ...	178.46
001-196-563-0000	REPAIR PARTS & SUPPLI...	54.42
001-196-600-0600	CONTRACTUAL SERVICES	70.00
001-196-602-0000	COMPUTER SOFTWARE ...	89.99
001-196-610-0000	ADVERTISING - WEBSITE...	237.50
001-196-625-0000	UTILITIES	192.32
001-196-630-0000	GENERAL REPAIRS & MA...	354.75
001-196-645-0000	CITY MUSEUM	998.04
001-196-645-0001	GALLERIES	1,211.99
001-196-901-0000	IMPROVEMENTS TO BUI...	8,200.00
001-200-500-0000	OFFICE SUPPLIES	399.90
001-200-520-0000	PRISONER COSTS	8,360.00
001-200-525-0000	GAS AND OIL	15,545.45
001-200-535-0531	UNIFORMS	4,320.62
001-200-541-0000	AMMUNITION	8,120.00
001-200-560-0000	MATERIALS & SUPPLIES	939.03
001-200-563-0000	REPAIR PARTS & SUPPLI...	1,208.29
001-200-570-0000	TIRES AND TUBES	830.96
001-200-600-0600	CONTRACTUAL SERVICES	2,861.80
001-200-602-0000	COMPUTER SOFTWARE ...	1,124.30
001-200-603-0000	COMPUTER HARDWARE	92.97
001-200-605-0607	TRAVEL/TRAINING/SEM...	1,040.40
001-200-611-0000	TELEPHONE	1,563.69
001-200-613-0000	INTERNET SERVICE - POL...	73.20
001-200-625-0000	UTILITIES	318.27
001-200-630-0000	GENERAL REPAIRS & MA...	8,574.31
001-200-686-0000	DUES/MEMBERSHIPS/S...	1,020.95
001-200-699-0000	OTHER SERVICES & CHA...	240.00
001-260-501-0000	OFFICE FURNITURE & E...	79.98
001-260-510-0000	CLEANING & JANITORIAL...	199.64
001-260-535-0531	UNIFORMS	528.97
001-260-543-0000	CHEMICALS	99.99
001-260-547-0000	OTHER OPERATING SUP...	266.12
001-260-548-0000	SMALL TOOLS & EQUIP...	1,905.82
001-260-563-0000	REPAIR PARTS & SUPPLI...	732.08
001-260-600-0600	CONTRACTUAL SERVICES	493.83
001-260-602-0000	COMPUTER SOFTWARE ...	29.98
001-260-605-0607	TRAVEL/TRAINING/SEM...	1,445.78
001-260-611-0000	TELEPHONE	296.79
001-260-625-0000	UTILITIES	343.69
001-260-630-0000	GENERAL REPAIRS & MA...	970.36
001-260-686-0000	DUES/MEMBERSHIPS/S...	20.95
001-300-560-0000	MATERIALS & SUPPLIES	212.99
001-300-600-0600	CONTRACTUAL SERVICES	894.54
001-300-602-0000	COMPUTER SOFTWARE ...	14.99
001-300-611-0000	TELEPHONE	93.14
001-300-625-0000	UTILITIES	5.78

Account Summary

Account Number	Account Name	Expense Amount
001-300-630-0000	GENERAL REPAIRS & MA...	119.00
001-301-525-0000	GAS AND OIL	8,044.44
001-301-548-0000	SMALL TOOLS & EQUIP...	629.70
001-301-560-0000	MATERIALS & SUPPLIES	4,612.95
001-301-563-0000	REPAIR PARTS & SUPPLI...	1,027.29
001-301-566-0000	SIGNS AND SIGN MATER...	688.50
001-301-600-0601	LANDSCAPING CONTRA...	1,645.16
001-301-611-0000	TELEPHONE	17.53
001-301-625-0000	UTILITIES	774.36
001-301-902-0000	ASPHALT	4,803.77
001-350-548-0000	SMALL TOOLS & EQUIP...	328.50
001-350-560-0001	SUPPLIES - CITY VEHICLE...	39.34
001-351-548-0000	SMALL TOOLS & EQUIP...	1,236.78
001-351-560-0000	MATERIALS & SUPPLIES	1,071.46
001-352-560-0000	MATERIALS & SUPPLIES	2,147.06
001-352-563-0000	REPAIR PARTS & SUPPLI...	21.44
001-352-611-0000	TELEPHONE	64.10
001-352-631-0000	DRAINAGE REPAIR PARTS..	587.94
001-352-906-0000	DRAINAGE PROJECTS	3,142.02
001-353-546-0000	LANDSCAPE MATERIALS...	2,140.52
001-550-510-0000	CLEANING & JANITORIAL...	149.94
001-550-535-0531	UNIFORMS	662.27
001-550-540-0541	ATHLETIC SUPPLIES	39.96
001-550-543-0000	CHEMICALS	4,069.14
001-550-548-0000	SMALL TOOLS & EQUIP...	995.14
001-550-560-0000	MATERIALS & SUPPLIES	2,483.36
001-550-563-0000	REPAIR PARTS & SUPPLI...	2,307.45
001-550-570-0000	TIRES AND TUBES	628.76
001-550-600-0600	CONTRACTUAL SERVICES	506.00
001-550-602-0000	COMPUTER SOFTWARE ...	14.99
001-550-605-0607	TRAVEL/TRAINING/SEM...	225.00
001-550-611-0000	TELEPHONE	523.80
001-550-625-0000	UTILITIES	489.42
001-550-630-0000	GENERAL REPAIRS & MA...	1,117.72
008-550-911-0921	FREEDOM FIELD	2,423.39
010-140-566-0000	FESTIVAL SIGNS AND M...	675.00
010-140-600-0600	CONTRACTUAL SERVICES	208.33
010-140-703-0001	CRUISIN' THE COAST	9,000.00
010-140-703-0003	ART FESTIVALS	10,560.00
101-510-630-0000	GENERAL REPAIRS & MA...	45.00
103-200-600-0600	CONTRACTUAL SERVICES	735.00
324-330-911-0000	CONSTRUCTION COST - ...	422,249.82
324-331-911-0000	CONSTRUCTION COST - ...	3,415.05
324-333-911-0000	CONSTRUCTION COST - ...	285,199.25
328-300-911-0002	CONSTRUCTION - WASH...	3,432.50
335-190-901-0000	CAPITAL IMPROVEMENT	432.52
336-190-901-0000	CAPITAL IMPROVEMENT	2,931.00
337-301-901-0000	ROAD IMPROVEMENTS ...	31,913.28
401-300-491-0000	WORKERS' COMPENSAT...	1,521.52
401-300-600-0600	CONTRACTUAL SERVICES	564.54
401-300-602-0000	COMPUTER SOFTWARE ...	3,348.63
401-300-603-0000	COMPUTER HARDWARE	74.25
401-300-604-0000	PHYSICAL EXAMS & TEST...	98.00
401-320-686-0000	GARBAGE & TRASH RE...	227,093.88
401-710-606-0000	POSTAGE	398.00
401-710-611-0000	TELEPHONE	256.06
401-750-525-0000	GAS AND OIL	5,362.96
401-750-543-0000	CHEMICALS	4,256.90

Account Summary

Account Number	Account Name	Expense Amount
401-750-548-0000	SMALL TOOLS & EQUIP...	979.98
401-750-560-0000	MATERIALS & SUPPLIES	883.15
401-750-571-0000	UTILITY SYSTEMS PARTS...	9,104.16
401-750-600-0602	ATTORNEY FEES - CONT...	1,080.00
401-750-600-0611	ENGINEERING - PUBLIC ...	3,305.50
401-750-600-0613	ENGINEERING - ANNEXE...	5,460.12
401-750-611-0000	TELEPHONE	93.14
401-750-630-0000	GENERAL REPAIRS & MA...	100.00
401-750-691-0000	WATER SERVICE JCUA	13,503.13
401-750-691-0001	WATER SERVICE (JCUA) - ...	153.21
401-750-924-0910	WATER SYSTEM IMPRO...	1,250.00
401-751-548-0000	SMALL TOOLS & EQUIP...	1,051.52
401-751-560-0000	MATERIALS & SUPPLIES	2,548.34
401-751-563-0000	REPAIR PARTS & SUPPLI...	141.28
401-751-571-0000	UTILITY SYSTEMS PARTS...	2,739.00
401-751-600-0602	ATTORNEY FEES - CONT...	1,080.00
401-751-611-0000	TELEPHONE	133.87
401-751-625-0000	UTILITIES	46.86
401-751-691-0000	SEWER SERVICE JCUA	17,967.60
401-751-923-0908	SEWER IMPROVEMENTS	4,750.00
401-800-810-0005	INTEREST - WATER IMP...	64.32
401-800-820-0005	PRINCIPAL - WATER IMP...	1,807.28
551-551-625-0000	UTILITIES - TACONI	376.28
	Grand Total:	1,298,794.57

Project Account Summary

Project Account Key	Expense Amount
None	1,298,794.57
Grand Total:	1,298,794.57



Ocean Springs, MS

Payroll Distribution Register

Earning Expense Account Summary

For Pay Period: 03/28/2026 - 04/10/2026

*4/17/26
Biweekly*

Payroll Set: 01-Payroll Set 01

Packet: PYPKT01640-032826 TO 041026 PD 041726

Fund	Account Number	Account Name	Amount
001	<u>001-110-420-0000</u>	SALARIES	\$4,377.60
001	<u>001-120-420-0000</u>	SALARIES	\$4,363.00
001	<u>001-140-420-0000</u>	SALARIES	\$7,340.76
001	<u>001-140-430-0402</u>	OVERTIME PAY	\$269.19
001	<u>001-180-420-0000</u>	SALARIES	\$3,131.30
001	<u>001-190-420-0000</u>	SALARIES	\$4,302.32
001	<u>001-191-420-0000</u>	SALARIES	\$9,117.46
001	<u>001-196-420-0000</u>	SALARIES	\$4,429.60
001	<u>001-200-410-0000</u>	SALARY - SCHOOL CROSSING GUARD	\$1,560.00
001	<u>001-200-420-0000</u>	SALARIES	\$97,510.26
001	<u>001-200-421-0000</u>	SALARIES - AUXILIARY	\$2,401.00
001	<u>001-200-430-0401</u>	FESTIVAL OVERTIME	\$3,789.39
001	<u>001-200-430-0402</u>	OVERTIME PAY	\$18,506.06
001	<u>001-200-446-0000</u>	GRANT-FBI O/T	\$916.56
001	<u>001-200-447-0000</u>	OCCUPANT SAFETY GRANT O/T	\$1,497.42
001	<u>001-260-420-0000</u>	SALARIES	\$68,933.72
001	<u>001-260-427-0000</u>	OUT OF RANK PAY	\$48.00
001	<u>001-260-432-0000</u>	PERSONAL (TERMINAL) PAY	\$6,089.49
001	<u>001-260-492-0000</u>	COMP (TERMINAL) PAY	\$122.80
001	<u>001-300-420-0000</u>	SALARIES	\$3,660.96
001	<u>001-301-420-0000</u>	SALARIES	\$21,961.96
001	<u>001-301-430-0402</u>	OVERTIME PAY	\$29.33
001	<u>001-350-420-0000</u>	SALARIES	\$3,118.08
001	<u>001-351-420-0000</u>	SALARIES	\$8,356.00
001	<u>001-351-430-0402</u>	OVERTIME PAY	\$118.35
001	<u>001-352-420-0000</u>	SALARIES	\$4,141.95
001	<u>001-352-430-0402</u>	OVERTIME PAY	\$401.86
001	<u>001-353-420-0000</u>	SALARIES	\$4,701.90
001	<u>001-353-430-0402</u>	OVERTIME PAY	\$49.40
001	<u>001-550-420-0000</u>	SALARIES	\$33,619.03
001	<u>001-550-420-0003</u>	SALARIES - INSTRUCTORS	\$726.00
001	<u>001-550-422-0001</u>	PART TIME - CAMP COUNSELORS	\$3,147.45
001	<u>001-550-422-0002</u>	PART TIME - REC AIDES	\$438.00
001	<u>001-550-422-0003</u>	PART TIME - GRASS CUTTERS	\$3,230.50
001	<u>001-550-430-0402</u>	OVERTIME PAY	\$1,078.58
401	<u>401-300-420-0000</u>	SALARIES	\$17,267.17
401	<u>401-320-420-0000</u>	SALARIES	\$5,964.00
401	<u>401-320-430-0400</u>	CITY DUMP OVERTIME PAY	\$495.81
401	<u>401-320-430-0401</u>	FESTIVAL OVERTIME	\$2,903.49
401	<u>401-320-430-0402</u>	OVERTIME PAY	\$1,810.12
401	<u>401-320-430-0403</u>	OVERTIME - WEEKEND TRASH PICKUP	\$1,194.19
401	<u>401-710-420-0000</u>	SALARIES	\$4,694.40
401	<u>401-710-430-0402</u>	OVERTIME PAY	\$494.80
401	<u>401-750-420-0000</u>	SALARIES	\$10,235.20
401	<u>401-750-430-0402</u>	OVERTIME PAY	\$4,327.12
401	<u>401-751-420-0000</u>	SALARIES	\$7,954.40
401	<u>401-751-430-0402</u>	OVERTIME PAY	\$227.05
Earnings Expense Account Summary Totals			\$385,053.03



Ocean Springs, MS

Payroll Distribution Register

Accounts Payable Posting Recap

For Pay Period: 03/28/2026 - 04/10/2026

Payroll Set: 01-Payroll Set 01

Packet: PYPKT01640-032826 TO 041026 PD 041726

	Deduction	Contribution	Employer Total
Posted			
Regular Payable Process			
Federal W/H - Federal Income Tax Withholding	\$20,781.76		\$20,781.76
FLEX CHILD - CHILD CARE	\$115.00		\$115.00
FLEX MEDICAL - MEDICAL	\$1,245.76		\$1,245.76
MC - Medicare	\$5,339.67	\$5,339.67	\$10,679.34
PERS - RETIREMENT	\$33,584.20	\$68,661.12	\$102,245.32
PERS RETIREE - RETIREE RETIREMENT		\$648.04	\$648.04
SS - Social Security	\$22,831.40	\$22,831.40	\$45,662.80
State W/H - State Income Tax Withholding	\$9,117.00		\$9,117.00
TSA - TSA DEFERRED COMPENSATION	\$3,627.00		\$3,627.00
Total Regular Payable Process	\$96,641.79	\$97,480.23	\$194,122.02
Total Posted	\$96,641.79	\$97,480.23	\$194,122.02
Not Posted			
3 MEDICAL (C) - NON-HEALTH SINGLE	\$1,350.00	\$7,280.28	\$8,630.28
30 AFLAC - AFLAC	\$450.23		\$450.23
31 AFLAC (C) - AFLAC (C)	\$456.61		\$456.61
41 AFLAC - GROUP ACCIDENT (C)	\$559.18		\$559.18
42 AFLAC - GROUP CRITICAL ILLNESS (N)	\$445.58		\$445.58
50 MEDICAL (C) - CATCH UP	\$304.25		\$304.25
51 MEDICAL (C) - NON-HEALTH KIDS	\$1,072.50	\$4,442.62	\$5,515.12
52 MEDICAL (C) - NON-HEALTH SPOUSE	\$884.00	\$3,461.12	\$4,345.12
53 MEDICAL (C) - NON-HEALTH FAMILY	\$2,878.50	\$10,627.46	\$13,505.96
80 MEDICAL (C) - HEALTH SINGLE	\$512.50	\$9,316.43	\$9,828.93
81 MEDICAL (C) - HEALTHY KIDS	\$805.00	\$5,134.36	\$5,939.36
82 MEDICAL (C) - HEALTHY SPOUSE	\$342.00	\$1,830.56	\$2,172.56
83 MEDICAL (C) - HEALTHY FAMILY	\$2,024.00	\$9,349.44	\$11,373.44
90 MEDICAL - CATCH UP EMPLOYER		\$663.05	\$663.05
CHILD SUPPORT (2 CKS - CHILD SUPPORT (2 CKS) 60	\$1,231.40		\$1,231.40
CHILD SUPPORT (26CK) - CHILD SUPPORT (ALL CHECKS) 62	\$152.50		\$152.50
DENTAL (C) - DENTAL	\$3,830.12		\$3,830.12
DENTAL CATCH UP - CATCH UP (C)	\$14.11		\$14.11
DUE FROM EMPLOYEE 26 - DUE FROM EMPLOYEE ALL CHECKS 126	\$998.23		\$998.23
LOCKARD BIWEEKLY - BI WEEKLY 57		\$5,215.00	\$5,215.00
MUTUAL OF OMAHA BI - MOO LIFE INSURANCE BI-WEEKLY	\$597.20		\$597.20
ROTH - IRA - ROTH - IRA	\$150.00		\$150.00
UNITED WAY - UNITED WAY	\$17.50		\$17.50
VISION - VISION C)	\$710.73		\$710.73
WOODMAN LIFE - WOODMAN LIFE	\$34.15		\$34.15
Total Not Posted	\$19,820.29	\$57,320.32	\$77,140.61
AP Recap Totals	\$116,462.08	\$154,800.55	\$271,262.63

LEAK ADJUSTMENTS FOR April 21, 2026

Jocelyn's at 2105 School St. \$68.96 / 12,315 gallons. Owner made repair on a busted water line at the restaurant. Ace hardware and Ocean Springs Lumber receipts attached. It has been determined that the water did not go through the sewer.

Kirsten Bauer at 1509 Bowen Ave. \$88.44 / 15,793 gallons. Coastal Plumbing Company repaired a leak under the house. It has been determined the water did not go through the sewer.

Stephen Sempier at 1612 Girvan Ct. \$106.77 / 19,067 gallons. Guaranteed Plumbing repaired a water leak in the yard. It has been determined the water did not go through the sewer.

Paul Broussard at 3500 Tyler St. \$180.01 / 32,145 gallons. Patterson Plumbing fixed a water leak in the back of the house by the air condition unit. It has been determined the water did not go through the sewer.

Michelle Edwards at 326 Magnolia Ave. \$189.47 / 33,843 gallons. Family member fixed a water leak under the deck. Picture is attached showing the leak fixed. It has been determined the water did not go through the sewer.

St. John's Episcopal Church at 705 Rayburn Ave. \$199.67 / 35,657 gallons. Guaranteed Plumbing Service replaced a leaking faucet on the west wall. It has been determined the water did not go through the sewer.

Brock Byrd at 317 Hunter Dr. \$313.71 / 56,021 gallons. Royal Flush Plumbing fixed a broken water line next to the house. It has been determined the water did not go through the sewer.

Lisa Gravener at 305 Holcomb Blvd. \$347.24 / 62,008 gallons. Aquaman Plumbing repaired water lines under the house. It has been determined the water did not go through the sewer.

Bao Nguyen / Bao Wows at 2400 Government St. \$317.53 / 56,702 gallons. Sean Rushing Plumbing replaced the whole water line from meter to the building. Picture is attached. It has been determined the water did not go through the sewer.

Usage: 12,315

Adj: \$68.⁹⁶

ETA

Leak Adjustment

Leak Adjustment

Name of Water/Sewer Customer JOCELYN'S

Date 3/23/2026

Account Number 01-002581-00

Property Address 212 Armand Oaks

Email Address

Period of Mitigation 01/25/26-02/24/26

Phone Number

Basis of Request Busted pipe during 2 days of freezing weather at restaurant.

Proof of mitigating circumstances (i.e. receipts of plumber, statement of work done by owner, etc. Check #3913 payment, receipts for parts to repair pipe and labor cost. supporting document of weather conditions in O.S. Copy of usage by month from April 2025 thru February 2026. Copy of payment receipt.

Please attach receipt or invoice of proof leak as been fixed

Upload multiple files by holding down the control/command button. [jocelyns leak adj req 032326.pdf](#)

eSignature Francine Smith

AclaraONE / MDM / Account Search / Account Detail >

Account Detail - 01002581

Customer Name JOCELYN'S

Address 2105 SCHOOL ST, OCEAN SPRINGS, MS, 39564

Customer Info

Consumption (Water)

Events

Date Range



01/01/2026 to 04/14/2026

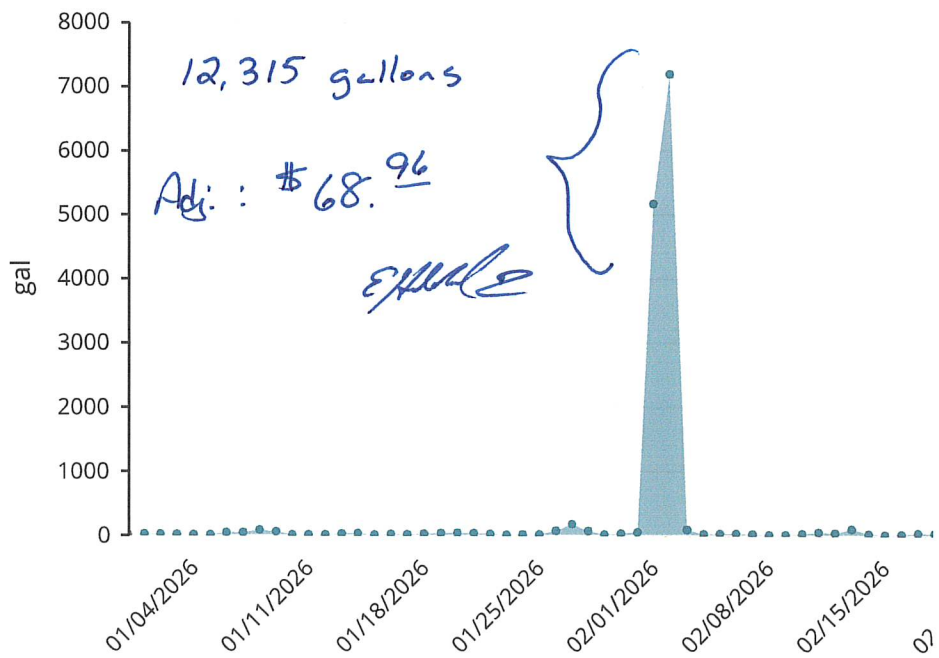
Device

Meter: 86502326, ...

Interval

- Hourly
- Daily
- Monthly
- Meter Interval

Customer Consumption for Water Meter: 86502326, Port: 1



Request Water bill adjustment for Patrick's at 2105 School St, O.S. MS 39564

In February 2026, Ocean Springs, Mississippi (<https://www.google.com/search?q=Ocean+Springs,+Mississippi&kgmid=/m/Owqk3&sa=X&ved=2ahUKEwiqnsCyglqTAXUtczABHd7rOAMQ3egRegYIAQgCEAI&biw=393&bih=793&dpr=3>), experienced freezing or near-freezing temperatures on several days, primarily during a significant cold snap at the beginning of the month and again briefly toward the end.

Freezing Days in February 2026

- **February 1: Temperatures dropped to a low of 21°F.**
 - **February 2: A hard freeze continued with a low of 29°F.**
 - **February 24: The temperature hit the freezing mark at 32°F early in the morning (5:55 am).**
 - **AccuWeather**
- +2**

Near-Freezing Days

- **February 5: The low temperature reached 33°F, just above the freezing threshold.**
- **February 28: The month ended with a low of 31°F according to some tracking data, though others reported it slightly higher.**

Sent from my iPhone

47

ACE Hardware

Thanks for shopping
your local store
**Paris Ace Ocean
Springs Inc**

PO Box 2837
Gulf Shores, AL 36547
(228) 816-2959

COUNCELL/CHALRES

ITEM	QTY	SALE/REG	EXT
45320	1 00	9 99	9 99
45320	EACH		
VALVE BALL 3/4" CPVC PIPE			
4039426	1 00	5 49	5 49
4039426	EACH		
CEMENT ALL PURPOSE 40Z			
4486452	1 00	8 99	8 99
4486452	BG/10		
ELBOW 90 CPVC 3/4" 10PK			
4486361	1 00	6 59	6 59
4486361	BG/10		
COUPLE CPVC 3/4" 10PK			
41733	10 00	0 70	6 99
41733	EACH	1 29	
PIPE CPVC 3/4"X10'			
QTY PRICE \$6 99/ 10			
	-10 00	- 0 10	-1 04

GCFV - Pipe

SUBTOTAL \$	37 01
TAX \$	2 66
TOTAL \$	39 67

CREDIT CARD 39 67

*****2072
 CARD 233990
 AUTH MASTERCARD
 BRAND PURCHASE
 TYPE CONTACTIC
 MTHD PIN VERIFIED
 PIN #/Approved
 ARDC 00006144886648

TECH INVN TIME DATE
 2021 41560217 03:11 12-Mar-26

ACE Hardware

Thanks for shopping
your local store

Paris Ace Ocean
Springs Inc

PO Box 2837
Gulf Shores, AL 36547
(228) 818-2959

COUNCELL/CHALRES

ITEM	QTY	SALE/REG	EXT
4002474	1 00	0 99	0 99
4002474	EACH		
(PVC R0CCPLNG 3/4X1/2S0C)			
4694253	1 00	8 59	8 59
4694253	EACH		
(PVC TRANS UNION 1/2"M)			
4237624	1 00	1 79	1 79
4237624	EACH		
Ihread SEAL TPE 1/2X260"			
2037205	1 00	12 47	12 47
2037205	EACH		
GROOVE JOINT PLIERS 10"			
4236725	1 00	2 59	2 59
	EACH		
MALE ADAPT 3/4"HUBX1/2"M			

SUBTOTAL \$	26.43
TAX \$	1.85
TOTAL \$	28.28

CREDIT CARD 28 28

CARD *****2072
AUTH 20CGX9
BRAND MASTERCARD
TYPE PURCHASE
MTHD CONTACTICC
PIN PIN VERIFIED
HST ASP @MADP0V000
CRYPT AR0C 667830001016264F

EMPLOYEE	TERM	INV#	TIME	DATE
4179	20031	41560282	04:42	12-Mar-26

Return Policy: No returns on Stihl machines, except for Stihl's 7-Day Upgrade policy (see stihlusa.com for more info). All other products returnable within 90 days from date of purchase. Must have a receipt and original packaging intact.

7.47



O S LUMBER & SUPPLY CO.
 1611 GOVERNMENT ST
 OCEAN SPRINGS MS 39564
 228-875-4112

3/11/2026 2:58 PM

BRCH:1000 *** INVOICE ***
 CASHIER: 82 2603-283970

ACCT # : CASH
 JOB # : 0
 NAME : CASH SALES

8110025	T00030D	1/2 CPVC COUPLING		
2	EA	0.59	EA	1.18
8110355	T00100D	1/2 CPVC 90 ELL		
2	EA	0.69	EA	1.38
8110348	3/4 CPVC COUPLING			
2	EA	0.79	EA	1.58
8111072	T00110D	3/4 CPVC 90 ELL		
2	EA	0.99	EA	1.98
9108960	3/4 CPVC PIPE 10'			
2	FT	0.88	FT	1.76
9108754	1/2" CPVC PIPE 10'			
2	FT	0.51	FT	1.02

SUBTOTAL	8.90
SALES TAX MS 7.00%	0.62
TOTAL	9.52
ANT PAID	9.52
CHANGE DUE	0.00

THANK YOU FOR SHOPPING WITH US!

PAYMENT METHOD(S):

SALE-Debit 9.52
 ACCT:###7623 APPROVED:978970
 AL: US DEBIT
 Entry Mode: CHIP
 AID: A0000000980840
 PS: PIN Verified

Usage: 15,793

Adj: \$ 88.⁴⁴

exhibit

Leak Adjustment

Leak Adjustment

Name of Water/Sewer Customer Kirsten Bauer

Date 4/7/2026

Account Number 01-000023-04

Property Address 1509 Bowen Ave, Ocean Springs, Mississippi 39564

Email Address



Period of Mitigation billing periods from 1/24/2026-3/23/2026

Phone Number



Basis of Request A leak slowly began under the house sometime between the very end of January and the first week of February 2026. As soon as I was made aware, I immediately contacted the leasing agency that we rent the property from. Unfortunately, it took the plumbers they contracted multiple attempts to locate the leak, but ultimately they located it under the house on 03/13/2026 and repaired the line. We are requesting bill adjustments seeing as increased sewage usage was charged but not being used to discharge the water lost during the leak.

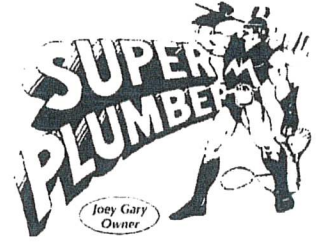
Proof of mitigating circumstances (i.e. receipts of plumber, statement of work done by owner, etc. An invoice is attached including the plumbing company's description of the leak and repair stating, "Located leak under house. Made repairs on galvanized line. Checked meter after repairs were complete - meter reading 0.0."

Please attach receipt or invoice of proof leak as been fixed

INVOICE

Coastal Plumbing Co. Inc.
14532 Porteaux Bay Dr
Biloxi, MS 39532

coastalplumbingco@att.net
+1 (228) 324-1003



Bill to
Susie Reed & Company
3917 Hwy 57
Ocean Springs, MS 39564

Invoice details

Job Address: 1509 Bowen Ave.

Invoice no.: 15554
Terms: Net 30
Invoice date: 03/31/2026
Due date: 04/30/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.	03/13/2026	Plumbing	Located leak under house. Made repairs on galvanized line. Checked meter after repairs were complete - meter reading 0.0.	2	\$140.00	\$280.00
2.		Plumbing	Materials	1	\$23.00	\$23.00
					Subtotal	\$303.00
					Sales tax	\$21.21
					Total	\$324.21

Ways to pay



Note to customer

We appreciate your business and look forward to helping you again soon!

Account Detail - 01000023

Customer Name **KIRSTEN BAUER**

Address **1509 BOWEN AVE, OCEAN SPRINGS, MS, 39564**

Customer Info

Consumption (Water)

Events

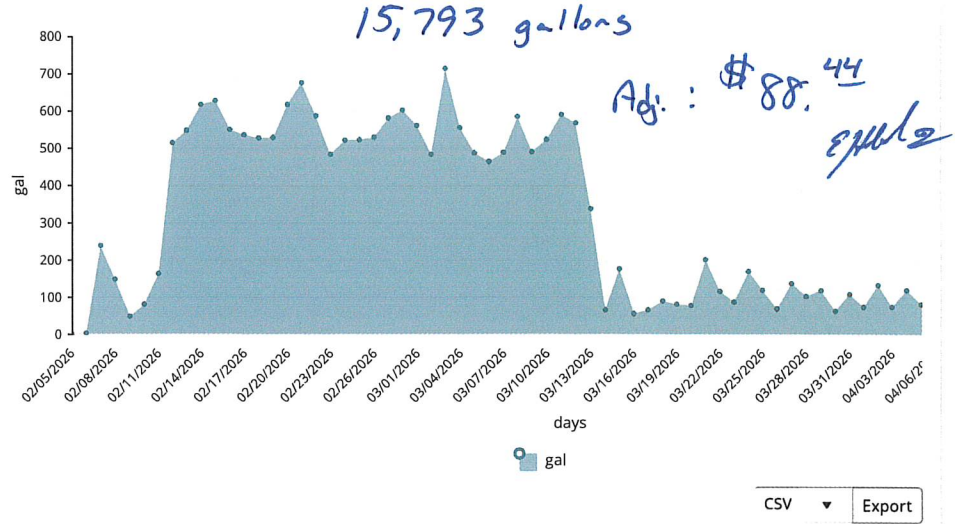
Date Range
 02/06/2026 to 04/15/2026

Device
 Meter: 87447657

Interval

- Hourly
- Daily
- Monthly
- Meter Interval

Customer Consumption for Water Meter: 87447657



Read Date ↓	Consumption (gal) ↓
04/15/2026	0.00
04/14/2026	123.00
04/13/2026	62.00
04/12/2026	89.00
04/11/2026	10.20
04/10/2026	164.69
04/09/2026	82.50
04/08/2026	107.59
04/07/2026	63.80
04/06/2026	77.50
04/05/2026	81.09
04/04/2026	118.90
04/03/2026	73.69
04/02/2026	132.60
04/01/2026	73.59
03/31/2026	107.79
03/30/2026	62.90
03/29/2026	117.90
03/28/2026	102.59
03/27/2026	136.59
03/26/2026	68.50
03/25/2026	118.50
03/24/2026	169.30
03/23/2026	86.90
03/22/2026	115.00

CSV Export

CITY OF OCEAN SPRINGS

Water Department
P. O. Box 1890
Ocean Springs 39566-1890

City Hall: 1018 Porter Avenue
Phone: 228-875-4176
Fax: 228-875-7249

Usage: 19,067
Adj.: \$106.⁷⁷

E.H.

REQUEST FOR MITIGATION OF SANITARY SEWER CHARGES

Date of Request: 3/18/26

Account Number: 01-004523-00

Name of Water/Sewer Customer: Stephens Trace Sempke

Phone Number: [REDACTED]

Property Address: 1612 Girvan Ct, Ocean Springs MS

Period of Mitigation: 2/6-8/26 -> once we found out we turned it off

Basis for Request:

We had an outside water line leak at the T
in the water line. we called plumbers immediately
& once we discovered it was our water line
we turned the water off.

Proof of Mitigating Circumstances (i.e., receipts of plumber, statement of work done by owners, etc.)

Plumbers receipt is included here - was
a combination of homeowner + plumbers
completing the work.

I hereby certify that the above and foregoing is true and correct under penalty of law.

[Signature]
Signature of Applicant

Date: 3/18/26

(Please attach receipt or invoice of proof leak has been fixed)



Guaranteed Plumbing Service, Inc.



715 Forest Hill

P.O. Box 994

Ocean Springs, Mississippi 39566

Date 2/11/2026 guaranteedplumbingms@gmail.com

Statement

Mr. Stephen Sempier
1612 Girvan Ct.
Ocean Springs, MS 39564



875-2462

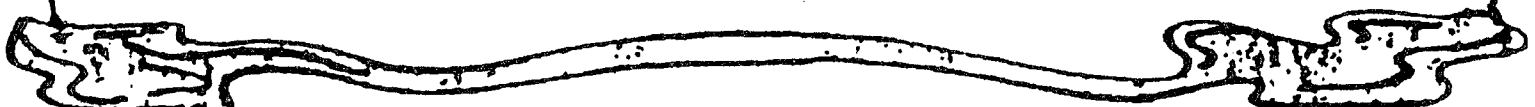
Job: ** REPAIR WATER LINE

**PLEASE KEEP THIS INVOICE FOR YOUR RECORDS..
MAIL A CHECK WITH YOUR INVOICE NUMBER ON IT**

Description	Invoice # 17053	Balance
REPAIR LEAK ON WATER LINE IN THE YARD	02/09/26	
LABOR & MATERIAL		467.97
7% Sales Tax		32.76
TOTAL		\$500.73

Thank You for your Business!!

"THE PLUMBER YOU'D TRUST WITH YOUR HOUSE KEYS"



Account Detail - 01004523

Customer Name

STEPHEN H SEMPIER

Address

1612 GIRVAN CT, OCEAN SPRINGS, MS, 39564

Customer Info

Consumption (Water)

Events

Date Range



02/01/2026 to 04/14/2026

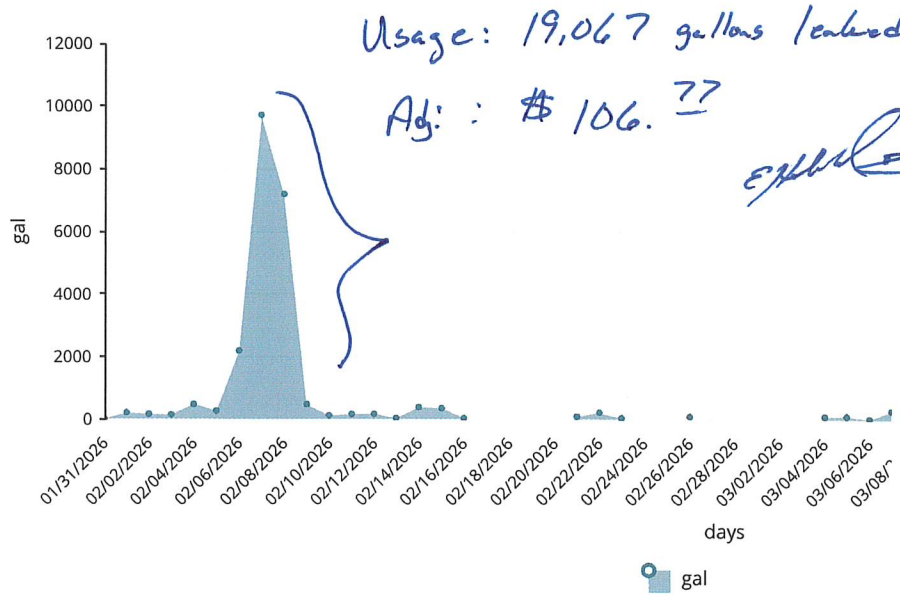
Device

Meter: 86213284

Interval

- Hourly
- Daily
- Monthly
- Meter Interval

Customer Consumption for Water Meter: 86213284



CSV Export

Read Date ↓	Consumption (gal)
03/27/2026	59.69
03/26/2026	4.80
03/17/2026	0.09
03/16/2026	146.10
03/07/2026	263.90
03/06/2026	13.59
03/05/2026	96.30
03/04/2026	89.69
02/26/2026	87.19
02/23/2026	36.89
02/22/2026	210.70
02/21/2026	80.29
02/16/2026	25.80
02/15/2026	349.10
02/14/2026	380.89
02/13/2026	29.10
02/12/2026	166.50
02/11/2026	158.39

Usage: 32,145

Adj: \$180.00

EA

CITY OF OCEAN SPRINGS

Water Department
P. O. Box 1890
Ocean Springs 39566-1890

City Hall: 1018 Porter Avenue
Phone: 228-875-4176
Fax: 228-875-7249

REQUEST FOR MITIGATION OF SANITARY SEWER CHARGES

Date of Request: APR 13, 2026

Account Number: 01-003223-07

Name of Water/Sewer Customer: PJ Enterprises 3, LLC / PAUL N. BROUSSARD JR.

Phone Number: [REDACTED]

Property Address: 3500 Tyler St

Period of Mitigation: Feb 20 - APR 11

Basis for Request:

Water main to house leak.

Proof of Mitigating Circumstances (i.e., receipts of plumber, statement of work done by owners, etc.)

Attached: Patterson Plumbing

I hereby certify that the above and foregoing is true and correct under penalty of law.

Paul Broussard Jr.
Signature of Applicant

Date: APR 13, 2026

(Please attach receipt or invoice of proof leak has been fixed)

BRIAN PATTERSON PLUMBING INC

P.O. BOX 6327
 D'IBERVILLE, MS 39540

Invoice

Date	Invoice #
4/11/2026	2844

Phone #	228-436-4438
---------	--------------

Bill To
PAUL BROUSSARD 309 WARD AVE OCEAN SPRINGS, MS 39564

P.O. No.	Terms	Project
98577860...	Due on rec...	

Quantity	Description	Rate	Amount
	4/08/2026 - 3500 TYLER ST - OCEAN SPRINGS We located the busted PVC male adapter and repaired. And also installed new ball valve		
1	3/4 Pro Ball Valve	28.00	28.00
1	3/4 Pro Press Male Adapter	9.00	9.00
1	3/4 Reinforced PVC Female Adapter	9.50	9.50
2	3/4 PVC 90	2.25	4.50
1	Feet of 3/4" PVC	2.00	2.00
1	Feet of 3/4" Copper	7.00	7.00
1	Mileage	10.00	10.00
1.5	Labor (hourly)	135.00	202.50
	Sales Tax	7.00%	19.08
Thank you for your business.		Total	\$291.58

Account Detail - 01003223

Customer Name PJ ENTERPRISES I LLC

Address 3500 TYLER DR, OCEAN SPRINGS, MS, 39564

Customer Info

Consumption (Water)

Events

Date Range

09/01/2025 to 04/14/2026

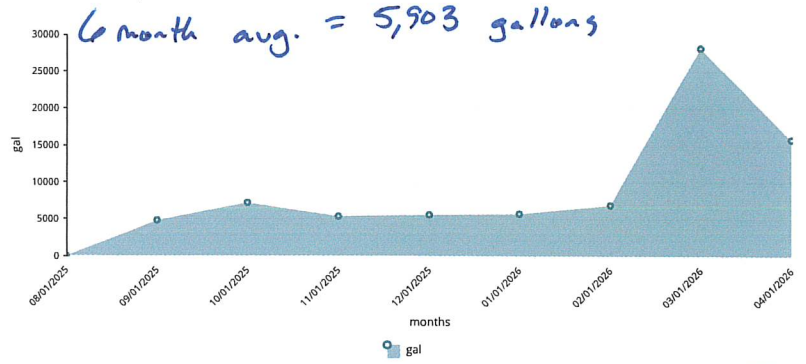
Device

Meter: 86501046

Interval

- Hourly
- Daily
- Monthly
- Meter Interval

Customer Consumption for Water Meter: 86501046



Total Leak: 43,951
 - 11,806

 32,145 gallons
 of sewer adj.

\$180.⁰¹

Expense

Read Date	Consumption (gal)
04/01/2026	15,780.30
03/01/2026	28,171.70
02/01/2026	6,871.90
01/01/2026	5,691.09
12/01/2025	5,552.60
11/01/2025	5,343.69
10/01/2025	7,181.00
09/01/2025	4,781.10
08/01/2025	0.80

Usage: 33,843

Adj: \$189.47

epable

Leak Adjustment

Leak Adjustment

Name of Water/Sewer Customer Michelle Edwards

Date 3/31/2026

Account Number *Field not completed.*

Property Address 326 MAGNOLIA AVE

Email Address

Period of Mitigation *Field not completed.*

Phone Number

Basis of Request Fixed water pipe picture

Proof of mitigating circumstances (i.e. receipts of plumber, statement of work done by owner, etc.) The leak was finally located-under the deck. It took 2 couplings, pipe from O.S. lumber and glue to repair this break in the pipe. Repaired by family member.

Please attach receipt or invoice of proof leak as been fixed

Upload multiple files by holding down the control/command button. [Fixed pipe.msg](#)

eSignature Michelle M. Edwards



Account Detail - 01003723

Customer Name MICHELLE EDWARDS

Address 326 MAGNOLIA AVE, OCEAN SPRINGS, MS, 39564

Customer Info

Consumption (Water)

Events

Date Range

06/01/2025 to 04/15/2026

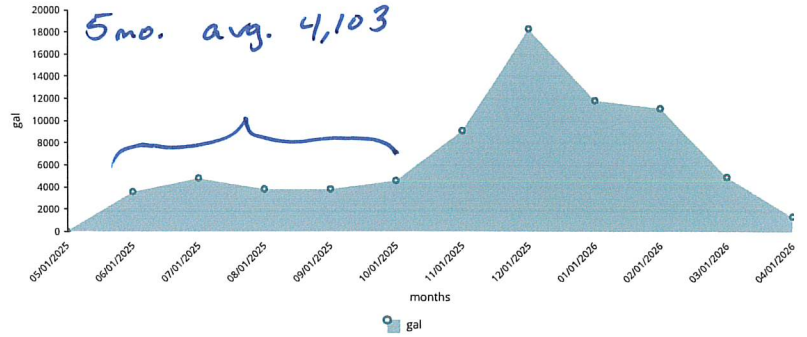
Device

Meter: 94207287

Interval

- Hourly
- Daily
- Monthly
- Meter Interval

Customer Consumption for Water Meter: 94207287



CSV Export

Read Date	Consumption (gal)
04/01/2026	1,355.80
03/01/2026	4,925.69
02/01/2026	11,105.20
01/01/2026	11,810.29
12/01/2025	18,277.80
11/01/2025	9,054.69
10/01/2025	4,564.70
09/01/2025	3,798.89
08/01/2025	3,803.90
07/01/2025	4,789.00
06/01/2025	3,561.20
05/01/2025	0.00

1 25 items per page

1 - 12 of 12 items

CSV Export

Total leak: ~~50,246~~

$$\begin{array}{r} 50,246 \\ - 16,412 \\ \hline \end{array}$$

33,843 gallons leaked

sewer adj. : \$ 189.⁴⁷

exhibit

Usage: 35,657

Adj: \$199.⁶⁷

E. H. Allen

Leak Adjustment

Leak Adjustment

Name of Water/Sewer Customer St. John's Episcopal Church

Date 3/17/2026

Account Number 01-002763

Property Address 705 Rayburn Avenue

Email Address



Period of Mitigation 12/21/2025 to 01-24-2026

Phone Number



Basis of Request Upon receipt of the bill dated 1/26, we noticed usage of more than 3x normal. An immediate investigation revealed a substantial outside faucet leak. The faucet was cut off as a part was required. The repair was made 3/10, and the receipt is provided.

Proof of mitigating circumstances (i.e. receipts of plumber, statement of work done by owner, etc. Receipt from plumber for \$817.81

Please attach receipt or invoice of proof leak as been fixed

Upload multiple files by [water bill.pdf](#) holding down the control/command button.

Guaranteed Plumbing Service, Inc.

715 Forest Hill
P.O. Box 994

Ocean Springs, Mississippi 39566

Date 3/10/2026 guaranteedplumbingms@gmail.com

Statement

St. John's Episcopal Church
705 Rayburn Ave.
Ocean Springs, MS 39564



875-2462

Job: ** MISC. PLUMBING ISSUES

**PLEASE KEEP THIS INVOICE FOR YOUR RECORDS..
MAIL A CHECK WITH YOUR INVOICE NUMBER ON IT**

Description	Invoice # 17097	Balance
1) ACCESS BROKEN WALL HYDRANT ON WEST WALL		
2) CUT HOLE IN DRYWALL IN STORAGE CLOSET BEHIND WALL HYDRANT ADD SHUT OFF VALVE		
3) REPLACE VACUUM BREAKER ON WEST WALL HYDRANT		
LABOR & MATERIAL		764.31
7% Sales Tax		53.50
TOTAL		\$817.81

Thank You for your Business!!

“THE PLUMBER YOU’D TRUST WITH YOUR HOUSE KEYS”

Account Detail - 01002763

Customer Name ST JOHN'S EPISCOPAL CHURCH

Address 705 RAYBURN AVE, OCEAN SPRINGS, MS, 39564

Customer Info

Consumption (Water)

Events

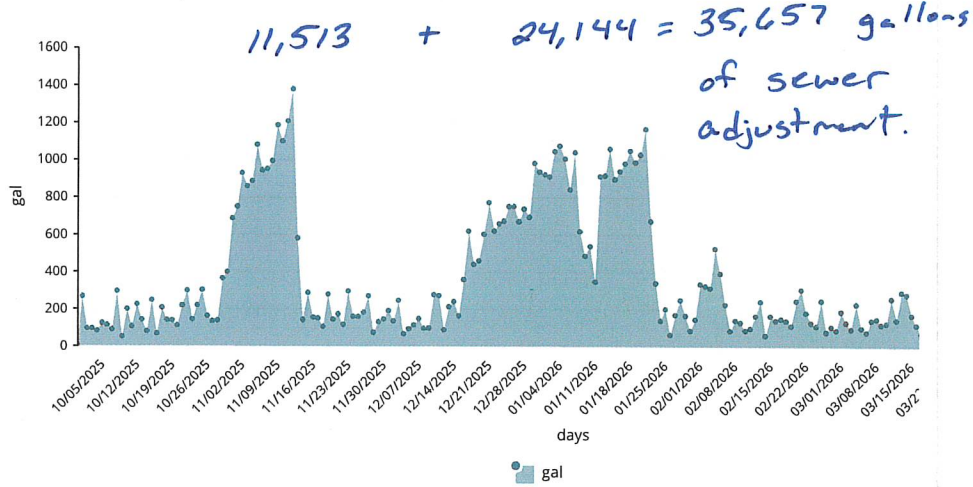
Date Range
 10/01/2025 to 04/15/2026

Device
 Meter: 86412790

Interval

- Hourly
- Daily
- Monthly
- Meter Interval

Customer Consumption for Water Meter: 86412790



CSV Export

35,657 gallons

Sewer adj. : \$ 199.⁶⁷
expenses

Read Date ↓	Consumption (gal)
04/15/2026	2.00
04/14/2026	203.79
04/13/2026	109.39
04/12/2026	184.00
04/11/2026	72.70
04/10/2026	97.50
04/09/2026	221.40
04/08/2026	293.89
04/07/2026	53.40
04/06/2026	146.29
04/05/2026	201.79
04/04/2026	211.20
04/03/2026	120.29
04/02/2026	294.80
04/01/2026	214.39
03/31/2026	100.50
03/30/2026	128.70
03/29/2026	158.29
03/28/2026	108.10
03/27/2026	350.00
03/26/2026	92.50
03/25/2026	254.00
03/24/2026	72.79
03/23/2026	86.29
03/22/2026	161.59

25 items per page 1 - 25 of 15

CSV Export

Usage: 56,021

Ab. : \$ 313.⁷¹

CITY OF OCEAN SPRINGS

Water Department
P. O. Box 1890
Ocean Springs 39566-1890

City Hall: 1018 Porter Avenue
Phone: 228-875-4176
Fax: 228-875-7249

expose

REQUEST FOR MITIGATION OF SANITARY SEWER CHARGES

Date of Request: 3/24/26

Account Number: 01-003906-03

Name of Water/Sewer Customer: Brock Byrd

Phone Number: [REDACTED]

Property Address: 317 Hunter Drive

Period of Mitigation: 3/14/26 - 3/17/26

Basis for Request:

Busted water pipe next to home
Pipe burst Saturday, 3/14/26, afternoon and
was not able to be fixed until Tuesday, 3/17/26,
in the afternoon

Proof of Mitigating Circumstances (i.e., receipts of plumber, statement of work done by owners, etc.)

Invoice from A Royal Flush Plumbing

I hereby certify that the above and foregoing is true and correct under penalty of law.

Brock Byrd
Signature of Applicant

Date: 3/24/26

(Please attach receipt or invoice of proof leak has been fixed)



A Royal Flush Plumbing

Remit to:
 PO Box 2808
 Gulfport MS 39505
 (228) 867-9944
 (228) 328-6075
office@arfplumbing.com
arfplumbing.com

Service Information	
Shoreline Realty 317 Hunter Dr	
Ocean Springs MS 39564-5655	
Contact:	Shoreline (Natalie)
Phone:	(228) 875-3332 Fax:
Alt Contact:	tenant- Brock Alt Phone: (601) 543-6570
E-Mail:	accounting@shorelinerealty.net; leasing@shorelinerealt

Job Name	<input type="checkbox"/> Call Ahead	<input type="checkbox"/> Confirmed
Shoreline Realty - 317 Hunter Dr - 51813		

Job Type	PO #

Invoice

51585031726

Billing Information		
Shoreline Realty 2806 Government St		
Ocean Springs MS 39564		

Marketing Campaign		
Sales Rep	Terms	Class
Route	Scheduled	Type
Ace	3/17/2026	

Item	Quantity	Rate	Amount
LABOR - Repaired 3/4 pvc service line and 1/2 copper line in the yard.	1	\$350.0000	\$350.00

Make a Payment

Job Subtotal:	\$350.00
MS Tax	\$24.50
Payment Total:	\$0.00
Total Due:	\$374.50

Job Notes and Instructions

10365-1
 busted water pipe next to home.

Payment due upon completion. Please notice the PAY HERE button, or Please remit all payments to PO BOX 2808 Gulfport MS 39505. Thank you for your business! God bless you and yours. Work is warranted for 30 days

Account Detail - 01003906

Customer Name **BROCK BYRD & ABBIGAIL LEMAIRE**

Address **317 HUNTER DR, OCEAN SPRINGS, MS, 39564**

- Customer Info
- Consumption (Water)
- Events

Date Range

02/28/2026 to 04/15/2026

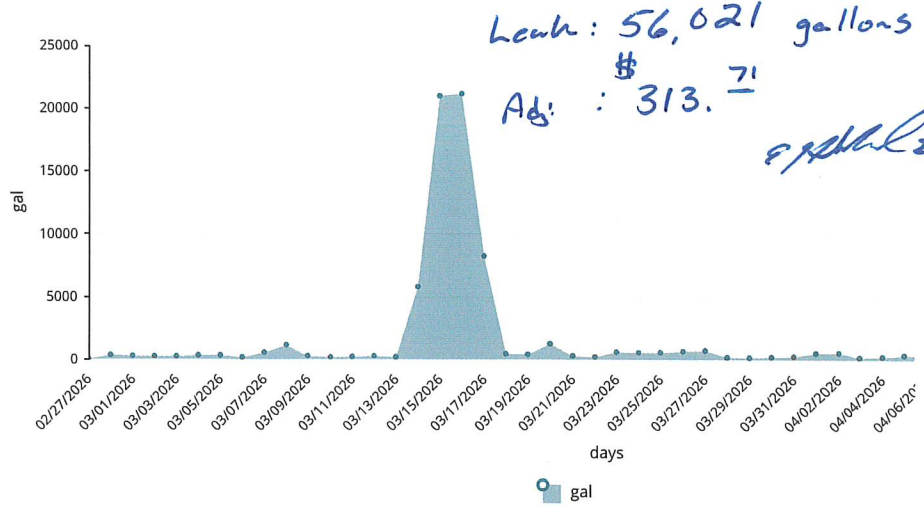
Device

Meter: 86500609, Port: 1

Interval

- Hourly
- Daily
- Monthly
- Meter Interval

Customer Consumption for Water Meter: 86500609, Port: 1



CSV Export

Read Date ↓	Consumption (gal) ↓
04/15/2026	253.50
04/14/2026	537.79
04/13/2026	258.70
04/12/2026	167.60
04/11/2026	231.79
04/10/2026	185.50
04/09/2026	254.80
04/08/2026	225.29
04/07/2026	290.50
04/06/2026	351.79
04/05/2026	347.70
04/04/2026	220.39
04/03/2026	169.80
04/02/2026	536.69
04/01/2026	500.60
03/31/2026	246.00
03/30/2026	193.50
03/29/2026	149.10
03/28/2026	175.50
03/27/2026	701.60
03/26/2026	640.59
03/25/2026	547.60
03/24/2026	545.20
03/23/2026	587.69
03/22/2026	182.10

Usage: 62,008 gallons

Adj: \$347.²⁴

exhibit

Leak Adjustment

Leak Adjustment

Name of Water/Sewer Customer Lisa Gravener

Date 4/12/2026

Account Number 01-002726-00

Property Address 305 Holcomb Blvd

Email Address

Period of Mitigation 2/24/2026-3/24/2026

Phone Number

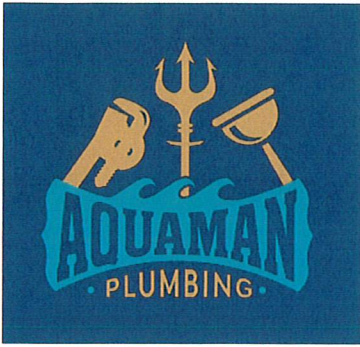
Basis of Request Water leaks in pipes under house.

Proof of mitigating circumstances (i.e. receipts of plumber, statement of work done by owner, etc.) Had to cut holes in floor of house to access leaking pipes and have them repaired.

Please attach receipt or invoice of proof leak as been fixed

Upload multiple files by holding down the control/command button. [Aquaman Plumbings 1916.pdf](#)

eSignature Lisa Gravener



Aquaman Plumbing LLC

License #: 16831
 1520 29th Ave. Suite #25
 Gulfport, MS 39501
 (228) 363-2917
 aquamanplumbingllc.com
 branden@aquamanplumbingllc.com

**Aquaman Plumbing's
 Invoice #1916**

PAID

Ernest Scruggs
 (228) 669-4868
 tracyscruggs@gmail.com

Invoiced Date: Apr 11, 2026
Due Date: Apr 11, 2026
Status: Paid
Author: Branden Wright

Repair up-to 3/4" Water Line - WDV - Standard

WDV-017-00.50 Repair up-to 3/4" Water Line. Includes All Professional Labor & Quality Materials. 1 Year Limited Warranty.

Item	Unit Price	Quantity	Amount
Repair up-to 3/4" Water Line - WDV - Standard		1	\$687.00
WDV-017-00.50 Repair up-to 3/4" Water Line. Includes All Professional Labor & Quality Materials. 1 Year Limited Warranty.			
WDV-017-00.50	\$687.00	1	\$687.00

WDV-017-00.50 Repair up-to 3/4" Water Line. Includes All Professional Labor & Quality Materials. 1 Year Limited Warranty.

Code Red - Standard - Demo Flooring & Walls		1	\$487.00
ADM-666-01.00 Unusual weather or hazardous service conditions causing other than standard travel and performance environment.			

Account Detail - 01002726

Customer Name LISA R GRAVENER

Address 305 HOLCOMB BLVD, OCEAN SPRINGS, MS, 39564

Customer Info

Consumption (Water)

Events

Date Range

11/04/2025 to 04/15/2026

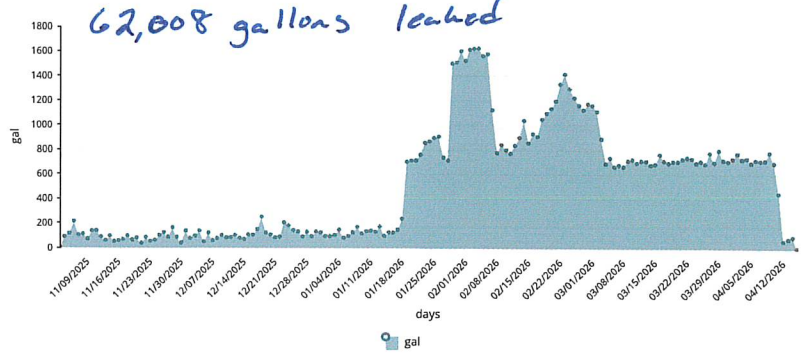
Device

Meter: 86598220

Interval

- Hourly
- Daily
- Monthly
- Meter Interval

Customer Consumption for Water Meter: 86598220



62,008 gallons leaked

Sewer Adj: \$ 347.²⁴

exhib

Read Date	Consumption (gal)
04/15/2026	2.80
04/14/2026	90.19
04/13/2026	75.30
04/12/2026	58.50
04/11/2026	444.79
04/10/2026	691.09
04/09/2026	776.90
04/08/2026	712.79
04/07/2026	709.00
04/06/2026	716.00
04/05/2026	694.50
04/04/2026	729.40
04/03/2026	723.29
04/02/2026	768.59
04/01/2026	726.70
03/31/2026	705.70
03/30/2026	714.20
03/29/2026	795.29
03/28/2026	696.59
03/27/2026	771.70
03/26/2026	684.79
03/25/2026	703.70
03/24/2026	691.59
03/23/2026	726.50
03/22/2026	735.80

Usage: 56,702

Adj. : \$ 317.⁵³

Example

Leak Adjustment

Leak Adjustment

Name of Water/Sewer Customer bao nguyen / bao wows

Date 4/15/2026

Account Number 01-003173-00

Property Address 2400 government st

Email Address 

Period of Mitigation jan '26 / feb '26

Phone Number 

Basis of Request requesting for adjustment to my water bill for january and february of 2026.. had a leak and have been fixed..

Proof of mitigating circumstances (i.e. receipts of plumber, statement of work done by owner, etc.

had plumber do work
~~Sean~~ Rushing Plumbing
Sean

Please attach receipt or invoice of proof leak as been fixed

Upload multiple files by [imagejpeg_0.jpeg](#) holding down the control/command button.

eSignature bao nguyen



Account Detail - 01003173

Customer Name NGUYEN BAO

Address 2400 GOVERNMENT ST, OCEAN SPRINGS, MS, 39564

Customer Info

Consumption (Water)

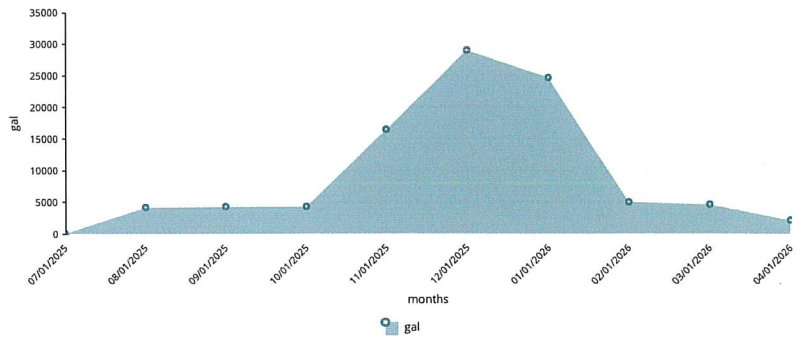
Events

Date Range
 08/01/2025 to 04/15/2026

Device
 Meter: 86598118

Interval
 Hourly
 Daily
 Monthly
 Meter Interval

Customer Consumption for Water Meter: 86598118



Read Date	Consumption (gal)
04/01/2026	2,100.30
03/01/2026	4,566.00
02/01/2026	4,937.00
01/01/2026	24,602.29
12/01/2025	28,937.20
11/01/2025	16,411.69
10/01/2025	4,239.60
09/01/2025	4,228.20
08/01/2025	4,114.09
07/01/2025	2.80

Monthly avg. = 4,416 gallons

Leak: 69,950
 - 13,248

56,702 gallons leaked

Sewer Adj: \$317.53

