REGULAR MEETING AGENDA
CITY OF OCEAN SPRINGS - MAYOR & BOARD OF ALDERMEN
TUESDAY, AUGUST 4, 2026 - 6:00 PM

1. **CALL TO ORDER**

2. **INVOCATION AND PLEDGE OF ALLEGIANCE**

3. **PUBLIC HEARINGS**
   a. 111 Industrial Park Cir – PIDN: 60126170.075 – Laura E. Bolton on behalf of R. F. Ederer Company, Inc. – Requesting a zoning map amendment to rezone the subject property from M-1 Manufacturing, Warehousing & Service District to the CH - Regional Commercial District; PC recommends approval
   b. Groveland Rd – PIDN: 60123040.000 – Crosspoint Capital, LLC - Requesting approval of the Preliminary Plat for Willow Springs Subdivision, a twenty-nine (29)-lot single-family residential subdivision located within the R-3 Medium Density Residential zoning district; PC recommends approval

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. ORDINANCE INTRODUCTION: Amending Appendix D, Section 510, Short-Term Rentals—Residential
   b. ORDINANCE INTRODUCTION: Amending Appendix D, Section 511, Short-Term Rentals
   c. 110A Shearwater Drive - PIDN: 60130590.072 - Owen White - Requesting approval for a Certificate of Appropriateness (COA) to construct an 18' diameter, round sitting area with gravel, grey pave, and grey stone border, along with a 4' x 24' pathway leading to the existing driveway
   d. 110A Shearwater Drive - PIDN: 60130590.072 - Owen White - Requesting approval of a Certificate of Appropriateness (COA) to install a 12' x 24' swimming pool in the rear yard, including a concrete pool deck and a 4' black aluminum fence surrounding the pool area

e. City Jurisdiction Over Remaining Development Following Annexation

f. Discuss and consider proposals from Brown, Mitchell & Alexander, Inc. and Overstreet & Associates, PLLC for professional engineering services related to a Ward 6 drainage study

6. NEW BUSINESS

a. Health insurance renewal - John Lockard

b. Life, dental and vision insurance renewal - Sy Easterling

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/BOA:

a. Approve the Ocean Springs School District's temporary use of the City's portable light towers for Ocean Springs High School football practices during August 2026, beginning August 3, 2026, and waive all associated usage fees, with the Ocean Springs School District responsible for purchasing the fuel required to operate the light towers

b. Approve the Special Event Permit Application for Ocean Springs School District on Wednesday, September 16, 2026, from 5:30 p.m. to 8:00 p.m., to host their annual homecoming parade - city waives all associated costs for the Ocean Springs School District

c. Approve the Run/Walk Permit Application for Gulf Coast Running Club's '8k Bridge Run' on Saturday, September 19, 2026, from 8:00 a.m. to 10:00 a.m., on the Ocean Springs Bridge/Front Beach route; at no cost to the City, the applicant pays the associated event cost

d. Approve the Special Event Permit Application for Phoenix Flame Invitational on April 2-3, 2027, from 10:00 a.m. to 6:00 p.m., at the Ocean Springs Civic Center to host a Steak Cook-off Association (SCA) sanctioned event of 'Rise of the Pitmasters'; at no cost to the City, the applicant pays the associated event cost

e. Adopt Resolution Requesting Annual Financial Assistance from Jackson County for Tourism and Economic Development

f. Adopt a Resolution memorializing the extension of the temporary moratorium on the submission and acceptance of applications for short-term rental permits in residentially zoned areas through September 18, 2026, as approved by the Mayor and Board of Aldermen at the July 21, 2026, Recess Meeting

g. Ratify the Mayor's Proclamation dated July 23, 2026, terminating the Local Emergency declared on July 20, 2026, effective at 11:59 p.m. on July 22, 2026

Mary C. O'Keefe Cultural Center:

h. Accept the August 2026 Mary C Activity Sheet

i. Authorize the Mayor to execute Memorandums of Understanding and Hold Harmless Agreements with Sarah Pinkerton and Jay Hayer for programming at the Mary C. O'Keefe Cultural Arts Center

j. Authorize the Mayor to execute seven Independent Contractor Agreements for services at the Mary C. O'Keefe Cultural Arts Center, effective August 11, 2026, with Chris Duncan, Mason Holland, Devin Carter, Annalynn McCarthy, Heather Marquez, Dr. Patricia Pinson, and Adam Meadows

City Clerk:

k. Ratify electronic payment to Wex Bank for June fuel purchases to avoid late fees

Police Department:

l. Authorize Employee #2386 for Out-of-State travel to Quantico, VA for FBI National Academy from September 30 to December 11, 2026

m. Authorize Employee #2618 for Out-of-State travel to Baton Rouge, LA for Northwestern School of Police and Command School from August 31 to November 13, 2026

n. Authorize Employee #2505 for Out-of-State travel to Baton Rouge, LA for Northwestern School of Police and Command School from August 31 to November 13, 2026

Human Resources/Risk Management:

o. Authorize transfer of Dispatcher Kaitlyn Mammoser from full-time to part-time status, $18.00 hourly rate; effective August 1, 2026; authorize beginning the process to fill the vacant position

p. Authorize removing Lead Dispatcher Chasity McLendon from probationary status to full-time status, effective August 14, 2026

q. Accept the resignation of Deputy Court Clerk I Anna Braly, effective August 7, 2026; authorize beginning the process of filling the vacant position

r. Authorize employment of Scott Zilke, Street Laborer, effective August 15, 2026; $15.00 hourly rate; one-year probationary status, pending successful completion of all pre-employment requirements

s. Authorize removing Sewer Laborer Calvin Williams from probationary status to full-time status, effective immediately

t. Accept termination of Probationary Parks Grounds Maintenance employee #2956, effective July 22, 2026; authorize beginning the process to fill the vacant position

Planning Commission (PC):

u. Approve the request for Final Plat of Madison Place, Phase 2B - Meritage Homes of Mississippi, Inc.; PC recommends approval

v. Approve the request for a Residential Short-Term Rental Permit at 115 Watersedge Lane - PIDN: 61490006.000; PC recommends approval

Grants Administration:

w. Authorize Execution of Amendment #3 for Contract with Fenstermaker for Engineering Services – American Rescue Plan Act (ARPA) / MS Municipality and County Water Infrastructure Grant (MCWI) – MDEQ Agreement #470: Storm Drain Ditches – Cost Modification for Additional Services in the Amount of $20,000

Building Department:

x. Accept Code Enforcement Report through July 30, 2026

y. Approve the Building Official's recommendations for the tree applications received through July 28, 2026

z. Accept estimate and award bid to Donnie McClain's Tree Experts for tree maintenance at Magnolia/Porter and Government/Clark

Parks & Recreation Department:

aa. Accept the Parks Advisory Board Minutes of July 20, 2026

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: Accept the Monthly Budget Report

c. Building: Tree Appeal: 310 Hunter Drive

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

RECESS UNTIL 6:00 P.M. on AUGUST 18, 2026

MEMORANDUM

To: Mayor & Board of Aldermen

From: Amanda Crose, Planning Director

Re: 111 Industrial Park Cir – PIDN: 60126170.075 – Laura E. Bolton on behalf of R. F. Ederer Company, Inc. – Requesting a zoning map amendment to rezone the subject property from M-1 Manufacturing, Warehousing & Service District to the CH - Regional Commercial District; PC recommends approval

Section: PUBLIC HEARINGS

Meeting Date: August 4, 2026

On Tuesday, July 14, 2026, the Planning Commission held a public hearing to consider a request submitted by Laura Bolton for a zoning map amendment to rezone the subject property located at 111 Industrial Park Circle from M-1 Manufacturing, Warehousing & Service District to CH - Regional Commercial District.

The subject property consists of approximately one (1) acre and is located in Ward 5. The property is directly adjacent to CH - Regional Commercial zoning to the north, while the surrounding properties to the east, west, and south remain zoned M-1 Manufacturing, Warehousing & Service. The surrounding area includes a mixture of commercial and industrial development.

The M-1 Manufacturing, Warehousing & Service District is intended to accommodate light industrial activities and service-oriented businesses that are generally not appropriate in commercial corridors or near residential neighborhoods due to factors such as noise, truck traffic, outdoor storage, and other operational characteristics. Typical uses within the M-1 district include manufacturing, fabrication, warehousing, wholesale distribution, and contractor service businesses.

The applicant is requesting to rezone the property to CH - Regional Commercial, which is the City's highest-intensity commercial zoning district. The CH district is intended to accommodate larger-scale commercial uses that serve the community and surrounding region. Typical permitted uses include retail establishments, professional offices, restaurants, hotels, and other commercial businesses.

The property contains an existing commercial building that has previously been occupied by a variety of commercial uses, including retail businesses, professional offices, health and wellness services, sports and fitness businesses, and meeting space for local community organizations. The applicant has identified a prospective coffee shop tenant for the property; however, restaurant and food service establishments are not permitted within the M-1 Manufacturing, Warehousing & Service District.

Pursuant to Section 2.15.5 of the Unified Development Code, the hearing bodies shall consider the following criteria when evaluating a zoning map amendment:

- Whether the proposed rezoning is consistent with the adopted Comprehensive Plan;
- Whether there was an original mistake in the zoning map or a change in the character of the neighborhood sufficient to justify reclassification of the property; and
- Whether the proposed rezoning demonstrates a public need.

The applicant was present at the public hearing and answered questions from the Planning Commission. She stated that the property has been owned by her family for more than ten years and that substantial renovations have been completed to the existing building. She further stated that the character of the surrounding area has changed significantly since the property was originally zoned for industrial use approximately sixty years ago, transitioning from undeveloped woodland to an area characterized by industrial, light industrial, and commercial development.

No letters of opposition were received, and no members of the public spoke either in favor of or in opposition to the request during the public hearing.

Following review of the application and consideration of the public hearing, Commissioner Jennifer Dalgo made a motion, seconded by Commissioner Clay McArdle, to recommend approval of the zoning map amendment to rezone 111 Industrial Park Circle from M-1 Manufacturing, Warehousing & Service District to CH - Regional Commercial District, based on consistency with the Comprehensive Plan and a demonstrated change in the character of the neighborhood. The motion carried unanimously.

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

PLANNNING COMMISION REPORT

MEETING DATE:	July 14, 2026
APPLICANT/OWNER:	Laura E. Bolton / R. F. Ederer Company, Inc.
REQUESTED ACTION:	Map Amendment (Rezoning) from M-1 Manufacturing, Warehousing & Service District to C-H Regional Commercial District
DATE OF APPLICATION:	June 3, 2026
LOCATION:	111 Industrial Park Cir – Ward 5
PARCEL NUMBER:	60126170.075



Figure 1. Planning Commission Signage

I. REQUEST SUMMARY:

The applicant, Laura E. Bolton on behalf of R.F. Ederer Co., Inc., requests a map amendment to rezone subject property from M-1 Manufacturing, Warehousing & Service District to C-H Regional Commercial District.

II. ADJACENT ZONING DISTRICTS:

Subject Property: M-1- (identified below by blue diamond on the map)
North: CH - Regional Commercial
South, East, & West: M-1

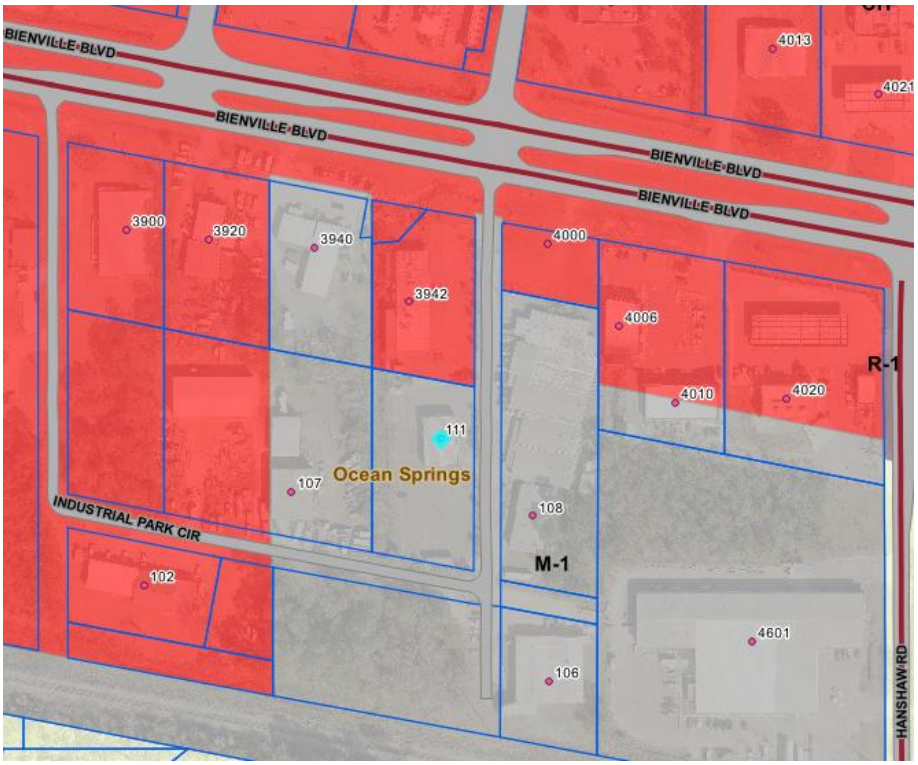


Figure 2. Subject Property and Adjacent Zoning District

III. FINDINGS:

- The subject property consists of 1.0 acre and is currently zoned M-1. The adjacent parcel to the north is currently zoned CH – Regional Commercial.
- **M-1 Zoning District:**
  - Light industrial uses that are incompatible with primary corridor activities and residential uses due to noise or traffic generation, outdoor storage requirements or other performance or design standards.
  - Min. Lot Width – 100'
  - Max Building Height – 2 stories not to exceed 50'
  - Setbacks: 5' Front, 5' Side, 10' Rear
- **CH – Regional Commercial District:**
  - Most intense commercial mixed-use district. Includes most intense retail, office and residential development patterns with high traffic generation rates that serve a regional population.
  - Min. Lot Width – 25'
  - Max Building Height – 75' or 6 stories
  - Setbacks: 5' Front, 5' Side, 10' Rear (same as M-1 zoning)

- The surrounding area contains a mixture of commercial and industrial development patterns.
- The prior uses of this property have been primarily retail, office, health & wellness, sports & fitness, and a meeting space for local community groups.
- The applicant has identified a prospective coffee shop tenant interested in occupying the site if the rezoning is approved by the Board of Aldermen.

IV. PUBLIC NOTICE:

- Legal Advertisement was posted in the Sun Herald on June 28, 2026.
- Planning Commission yard signs were posted on property on June 26, 2026.
- Notifications were mailed to adjacent property owners within a 500-foot radius on June 26, 2026

V. PUBLIC FEEDBACK:

None received as of July 10, 2026

VI. POTENTIAL MOTIONS:

A motion to recommend **approval** of a map amendment to rezone subject property from M-1 Manufacturing, Warehousing & Service District to C-H Regional Commercial District.

-OR-

A motion to recommend **denial** of a map amendment to rezone subject property from M-1 Manufacturing, Warehousing & Service District to C-H Regional Commercial District.

12069

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

MAP AMENDMENT APPLICATION

Per the adopted fee schedule, the following application fees apply:

Application Fee Required: **$251.00*** *(NON-REFUNDABLE)*

*Ordinance 2022-17 following the requirements of Section 25-60-5 MS Code Annotated, $1.00 fee included

Applicant is responsible for all public mailer fees. Must be paid prior to Planning Commission meeting.

Application Date: 6/3/26 ***Applications are due by the 7th of each month.***

Name of Rightful Owner(s): R.F. Ederer Co. Inc. / Laura E. Bolton

Name of Applicant (if different than Owner): Laura E. Bolton

Property Address: 111 Industrial Park Cr. Ocean Springs

PIDN: (list all applicable) 6012b170.075

1. Applicant: Laura E. Bolton Phone: 228-217-3074

Address: 13945 E. El Bonito Dr. Ocean Springs Email: lauraeb872@gmail.com

2. Owner of Record: R.F. Ederer Co. Inc Phone: 228-875-9345

Address: 108 Ind. Pk. Cr. Ocean Springs Email: mark@rfederer.com

Please note:

No rezoning application shall be received or filed with the Planning Commission if, during the previous six-months, an application requesting a change to the same zoning district was received or filed and withdrawn after a full, fair, complete , and final hearing occurred on the rezoning before the Planning Commission.

No application for rezoning to the same zoning district shall be received or filed with the Planning Commission within one-year after the Board of Aldermen has denied an application for rezoning of the same property.

ANSWER ALL QUESTIONS BELOW:

1. Current Zoning classification of property: M-1
2. Proposed Zoning classification of the property: C-H

3. State the reason for map amendment (Reference 2.15.5.B). MS law requirements: There must have been either an error in the initial zoning or a change in the character of the neighborhood to such an extent as to justify reclassification of the property and some demonstrated compelling need before existing zoning may be changed:

There has been a significant change in the character of the neighborhood from Industrial to Retail/restaurant.

4. Is the proposed map amendment consistent with the Comprehensive Plan? Please explain:

Yes

4. Describe the public need for the request of map amendment: Because we have a coffee shop that is interested in leasing this project spot we have for them.

5. Has there been a change in the character of the neighborhood? Please explain: Yes there has. Super Wal-Mart + numerous Food services + Retail are now in this area.

6. Was there a mistake in the original zoning of the property? Please explain: No. this property was orginally zoned many years ago and this neighbor has changed.

ATTACHMENTS REQUIRED ***(initial each box or N/A if not applicable)***:

✓ 1. **$251.00*** Application Fee.
✓ 2. Aerial map and zoning map of the subject property and the surrounding neighborhood.
✓ 3. Legal description; street address.
N/A 4. Copy of protective covenants or deed restrictions, if any.
✓ 5. Warranty Deed (Proof of Ownership)**

All property owners must sign the application. You may include additional signature pages if needed.

****If the applicant is authorized to represent property owner, the applicant must provide documentation signed by the property owner.***

Affidavit of Ownership *(if multiple owners, each owner must complete seperate pages)*

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) Laura E. Bolton, 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: R. F. Edens Co., Inc

Parcel ID(s): 6012b170.075

Date Property Acquired Date: 4/26/2016

Book and Page of Each Conveyance: _____

Owner's Signature Laura E. Bolton Date 6/3/26

STATE OF Mississippi

COUNTY OF Jackson

I Laura E. Bolton, hereby depose and say that all the above statements and the statements contained in the papers submitted herewith are true.

Mailing Address 13945 E El Bonito
Ocean Springs, MS 39564

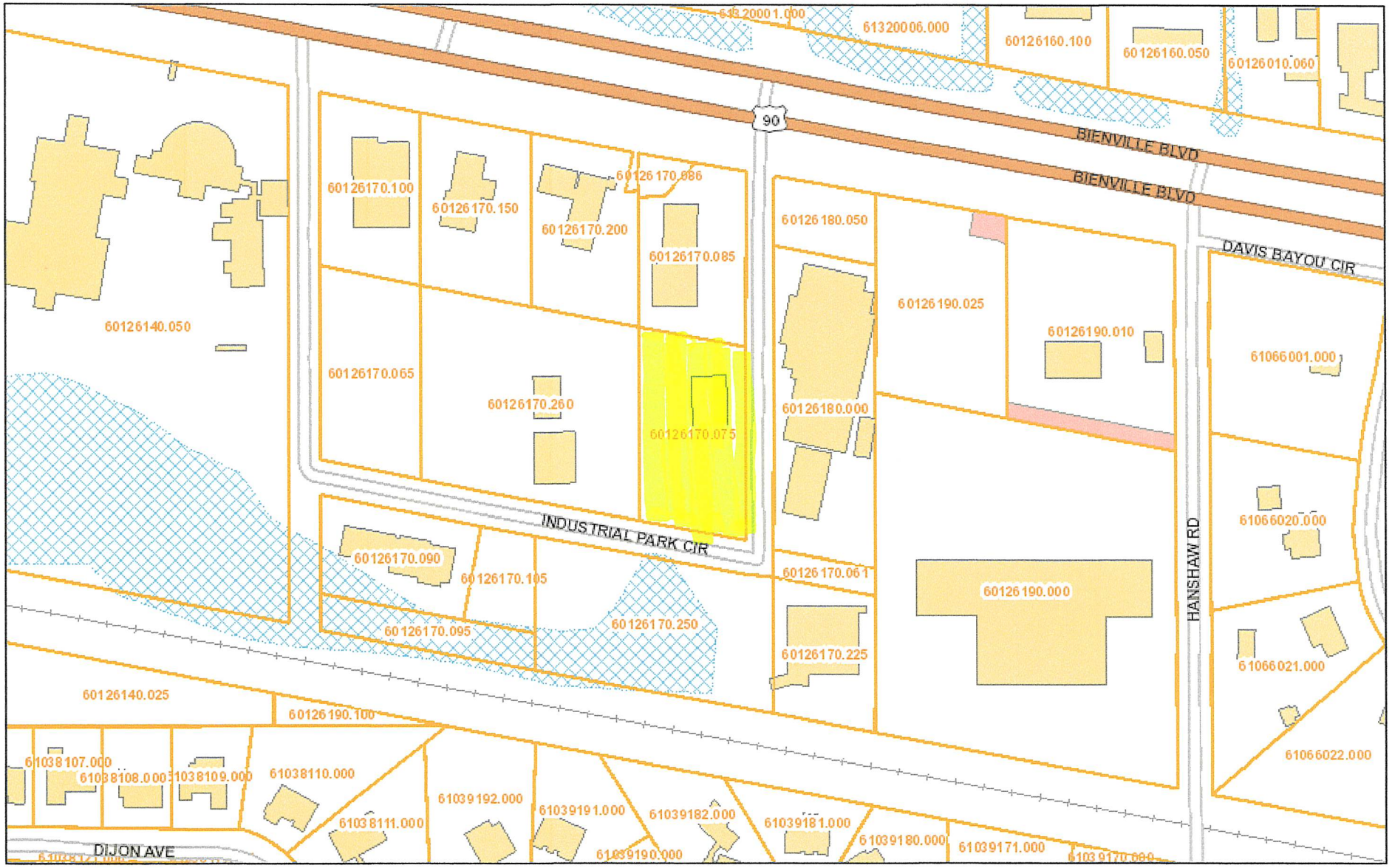
Subscribed and sworn before me this 4th day of June 2026.

My commission expires:
08/21/2029

STATE OF MISSISSIPPI AUTUMN GEORGE NOTARY PUBLIC ID No. 121298 My Comm. Expires Aug. 21, 2029 JACKSON COUNTY

Notary Signature

ArcGIS Web Map



June 3, 2026

Parcels
PrimaryRoads
Major
CenterLines

1:2,400

0 0.02 0.04 0.08 mi

0 0.03 0.07 0.13 km

Jackson County GIS

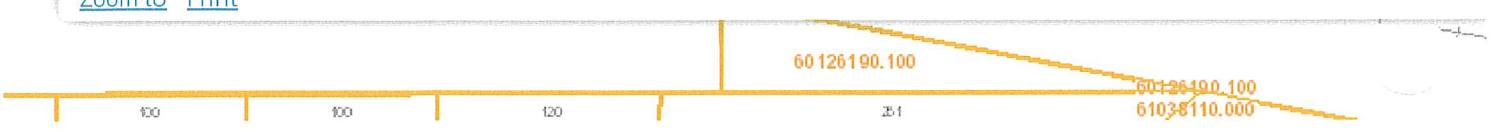
Web AppBuilder for ArcGIS

. | Jackson County GIS |

Parcels: R F EDERER COMPANY INC

GISP	787.26-02-0082.00
FIRST_ROUT	0082
FIRST_SUFF	00
FIRST_SHAP	43,363.26
OID_	
ID	69,366.00
PIDN	60126170.075
MAPNO	789.26-26-019.00
GISP_1	787.26-02-0082.00
NAME	R F EDERER COMPANY INC
NAME2	
ADDRESS	108 INDUSTRIAL PARK CIR
CITY	OCEAN SPRINGS MS
ZIP	39564
LOCATION	111 INDUSTRIAL PARK CIR OCEAN SPRINGS
DESC1	COM E/M HANSHAW RD & S/M HWY 90
DESC2	N 79DEG W 690' S 270' TO POB S 2
DESC3	70' N 79DEG W 157.5' N 270' S 79
DESC4	DEG E 157.5' TO POB BEING LOT 9
DESC5	OF O S INDUSTRIAL PARK DB 1814-6
DESC6	08 (82 MAP787.26-02)
DESC7	
DESC8	
DESC9	
DB	1814
DP	608
SECTION	26
TOWN	7
RANGE	8
ACREAGE	0.97
EXEMPT	0
DISTRICT	5660
TYPE	OTHER GENERAL MERCHANDISE
COMMERCIAL	
LANDVAL	53,270.00
IMPROVEVAL	230,759.00

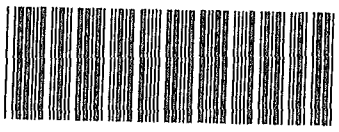
Zoom to Print



1,008,315.675 330,558.866 Feet

100ft

5



201606391 5 PGS

OFFICIAL RECORDS JACKSON COUNTY
Josh Eldridge
CHANCERY CLERK
RECORDING FEE: $12.00
#201606391 BK:1814 PG:608-612
04/29/2016 03:15:23 PM 5 PGS
DLONNEMAN,DC Rept#7807

Space Above Line For Official Use Only

Instrument Prepared By and Return To:	**Grantor:**	**Grantee:**
Pringle & Roemer, PLLC P.O. Box 211 Biloxi, MS 39533 (228)374-1747	Hancock Bank 10496 Highway 49, 2nd FL Gulfport, MS 39503 (228)831-2158	R.F. Ederer Company, Inc. 108 Industrial Park Ocean Springs, MS 39564 (228)217-3074
Indexing Instructions: Parcel located in SE 1/4 of the NW 1/4 of Section 26, T-7-S, R-8-W, Jackson County, MS		

STATE OF MISSISSIPPI
COUNTY OF JACKSON

111 Ind. Pk Dr.

SPECIAL WARRANTY DEED

For and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the undersigned TRACIE L. RYAN, Vice President of Hancock Bank, a Mississippi state bank, 10496 Highway 49, 2nd Floor, Gulfport, MS 39503 (228)831-2158 ("Grantor") does hereby grant, bargain, sell, convey and specially warranty, subject to the exceptions and reservations set forth below, unto **R. F. EDERER COMPANY, INC.**, a Mississippi corporation, 108 Industrial Park, Ocean Springs, MS 39564 (228)217-3074, ("Grantee") the property lying and being situated in Jackson County, Mississippi, and being more particularly described as follows:

ATTACHED AS EXHIBIT "A"

together with all improvements situated thereon and appurtenances thereunto belonging.

AND THE SAID Grantor will only warrant and forever defend the right and title to the above described Property unto the said Grantee against the claims of those persons claiming by, through or under Grantor, but not otherwise.

The warranty of this conveyance is made expressly subject to all zoning ordinances, land use regulations, restrictive covenants, rights of way, and easements for streets, roads, alleys,

electric power lines, water, and sewage lines or other easements affecting the above described real property.

This conveyance is made expressly subject to all oil, gas, and other mineral reservations and/or conveyances of record affecting the above described real property, together with rights of ingress and egress for the purpose of exploring for and mining the same.

The taxes for the current year, which are not yet due and payable, have been pro-rated on an estimated basis by the Grantor and the Grantee as of the date of this conveyance, and Grantee assumes and agrees to pay the same when they become due and payable. If actual taxes differ from the estimate, Grantor and Grantee agree to adjust the pro-ration and the party owing taxes shall pay such amount to the other party.

The term "Grantor" and "Grantee" are used for singular or plural, as context requires, and include the respective heirs, personal representatives, successors, and assigns of the parties

IN WITNESS WHEREOF, Grantor has signed and delivered this Special Warranty Deed on this the 26th day of April, 2016.

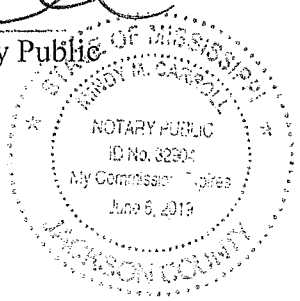
HANCOCK BANK

By: Tracie L. Ryan
Its: Vice President

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 26th day of April 2016, within my jurisdiction, the within named **Tracie L. Ryan** who acknowledged that she is the Vice President of Hancock Bank, and that for and on behalf of said company, and as its act and deed, he/she executed the above and foregoing instrument on the day and year therein stated, after first having been duly authorized by said company so to do.

Notary Public



My Commission Expires:
6/6/2019

SP-MS01 (revised 3/2013)

4835-8870-9139, v. 1

EXHIBIT "A"

Part of the SE 1/4 of the NW 1/4 of Section 26, Township 7 South, Range 8 West, Jackson County, Mississippi, described as follows, to-wit:

Commencing at the Northeast corner of Section 26, Township 7 South, Range 8 West, thence West 2,614 feet; thence South 1,920 feet to the South right-of-way of U.S. 90; thence North 79° and 24' West 690 feet along South right-of-way of U.S. 90 to the West margin of a shelled road; thence run South 270 feet along the West margin of said road to the Point of Beginning; thence South 270 feet along the West margin of said road; thence North 79°24' West 157.5 feet along the North margin of a road; thence North 270 feet; thence South 79°24' East 157.5 feet to the Point of Beginning. Containing 1 acre, more or less, and lying in the SE 1/4 of Section 26, Township 7 South, Range 8 West, Jackson County, Mississippi, and being Lot 9 of an unrecorded plat made by George E. Arndt, P.E., on November 11, 1971. Being part of the land conveyed to Jackson County, Mississippi, by Dolores Smith, et al., by deed dated January 17, 1972, recorded in Book 420, Page 322, Land Deed Records of Jackson County, Mississippi.

Said property also being the same described in Warranty Deed dated April 28, 1978, recorded in Book 619, Page 119, executed by Jackson County, Mississippi, acting by and through the Board of Supervisors of Jackson County, Mississippi and the Jackson County Port Authority, in favor of Douglas and Frances Hall.

EXTRACT OF THE MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS WHITNEY BANK

Held Wednesday, February 25, 2015

RESOLVED, that E. Dale Lindsey, Jr., Senior Vice President, Stephen P. Duffy, Vice President, Tracie Ryan, Vice President, and Brad Stillwagon, Assistant Vice President, each acting alone, are hereby authorized to execute and deliver such acts, instruments and documents that may be necessary and appropriate in order to sell, without any warranties, liability or recourse, except those limited warranties relating to Whitney Bank's own tenure as owner, which may be required or customary in some states, all of Whitney Bank's rights, titles and interests to the property described below, for such price or prices, for such considerations, and on such other terms, conditions, exceptions and stipulations as any such official above designated, so executing and delivering such acts, instruments and documents, may, in the uncontrolled discretion of such official, deem necessary and appropriate.

Part of the SE ¼ of the NW ¼ of Section 26, Township 7 South, Range 8 West, Jackson County, Mississippi, described as follows, to-wit:

Commencing at the NE corner of Section 26, Township 7 South, Range 8 West, thence West 2,614 feet; thence South 1,920 feet to the South right-of-way of U.S. 90; thence North 79° 24' West 690 feet along South right-of-way of U.S. 90 to the West margin of a shelled road; thence run South 270 feet along the West margin of said road to the Point of Beginning; thence South 270 feet along the West margin of said road; thence North 79° 24' West 157.5 feet along North margin of said road; thence North 270 feet; thence South 79° 24' East 157.5 feet to the Point of Beginning. Containing 1 acre, more or less, and lying in the SE ¼ of Section 26, Township 7 South, Range 8 West, Jackson County, Mississippi and being Lot 9 of an unrecorded plat made by George E. Arndt, P.E., on November 11, 1971. Being part of the land conveyed to Jackson County, Mississippi by Dolores Smith, et al., by deed dated January 17, 1972, recorded in Book 420, Page 322, Land Deed Records of Jackson County, Mississippi.

Said property also being the same described in Warranty Deed dated April 28, 1978, recorded in Book 619, Page 119, executed by Jackson County, Mississippi, acting by and through the Board of Supervisors of Jackson County, Mississippi, and the Jackson County Port Authority, in favor of Douglas and Frances Hall.

* * * * * * * *

I, Patricia K. Loupe, Sr. Assistant Corporate Secretary of Whitney Bank, do hereby certify that the above and foregoing is a true and correct copy of the resolution unanimously adopted by the Board of Directors of Whitney Bank at its meeting held on February 25, 2015, a quorum being present and voting, and that such resolution is in full force and effect, without revocation, amendment or change as of the date of this certification.

I further certify that Whitney Bank is a Mississippi state chartered bank doing business as Hancock Bank through its locations in Mississippi, Alabama and Florida, and doing business as Whitney Bank through its locations in Louisiana and Texas.

This certification dated and signed this 18th day of April, 2016.

Patricia K Loupe

Sr. Assistant Corporate Secretary

ORE MS-0085

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 Hearing in the regular meeting place of the Board of Aldermen located in City Hall at:

1018 Porter Avenue
Ocean Springs, MS, 39564

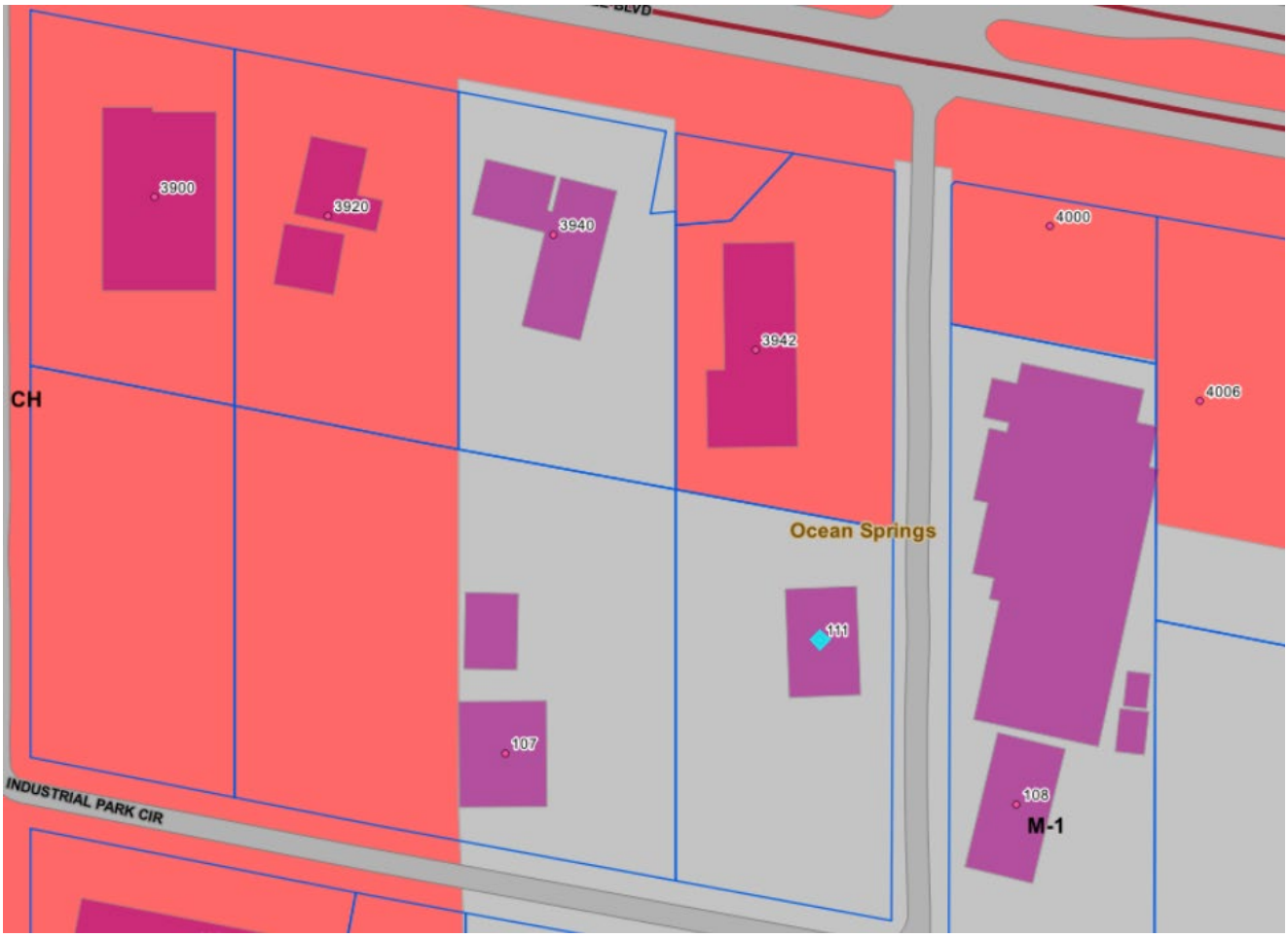
Tuesday, July 14, 2026 @ 6:00 PM

Regarding the following:

111 Industrial Park Cir – PIDN: 60126170.075 – Laura E. Bolton on behalf of R. F. Ederer Company, Inc. – Requesting a map amendment to rezone subject property from M-1 Manufacturing, Warehousing & Service District to C-H Regional Commercial District.

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 or rwilliams@oceansprings-ms.gov

All parties of interest shall have an opportunity to be heard at the public hearing.


3900
3920
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3942
4000
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CH
Ocean Springs
111
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M-1
INDUSTRIAL PARK CIR

MEMORANDUM

To: Mayor & Board of Aldermen

From: Amanda Crose, Planning Director

Re: Groveland Rd – PIDN: 60123040.000 – Crosspoint Capital, LLC - Requesting approval of the Preliminary Plat for Willow Springs Subdivision, a twenty-nine (29)-lot single-family residential subdivision located within the R-3 Medium Density Residential zoning district; PC recommends approval

Section: PUBLIC HEARINGS

Meeting Date: August 4, 2026

On Tuesday, July 14, 2026, the Planning Commission held a public hearing to consider a request submitted by Crosspoint Capital, LLC for approval of the Preliminary Plat of Willow Springs Subdivision, a proposed 29-lot single-family residential subdivision located at the north-west corner of Groveland Road and Deana Road in Ward 5.

The subject property consists of approximately 9.78 acres of vacant, undeveloped land and is zoned R-3 Medium Density Residential. The minimum lot size within the R-3 District is 7,500 square feet with a minimum lot width of 50 feet. Minimum setback requirements include a 20-foot front yard, 10-foot side yard, and 20-foot rear yard. Staff has reviewed the proposed Preliminary Plat and determined that all lots meet or exceed the minimum dimensional requirements of the Unified Development Code (UDC).

The Sketch Plat for the subdivision was previously approved by the Board of Aldermen on October 7, 2025, for a total of 33 lots. The proposed Preliminary Plat has been revised to include 29 lots. The UDC permits a reduction in the number of lots between the Sketch Plat and Preliminary Plat stages but does not permit an increase in the number of proposed lots.

The proposed subdivision includes a 50-foot public right-of-way, public infrastructure, five-foot sidewalks, and 56 street trees to be installed during home construction, meeting the minimum requirements of the UDC.

The UDC requires a minimum of 85,203 square feet of open space for a development of this size. The proposed Preliminary Plat provides approximately 88,196 square feet of open space, including approximately 24,765 square feet of land along Groveland Road and Deana Road proposed to be dedicated to the City of Ocean Springs for future right-of-way, sidewalks, and pedestrian pathways. A pedestrian trail is also proposed along the north side of the subdivision within the Mississippi Power easement. Access to the trail is provided from both northern corners of the subdivision, and the trail consists of concrete sidewalks and a gravel walking path extending behind Lots 8 through 13.

The applicant submitted approval letters from the Mississippi State Department of Health for the proposed water system, as well as approvals from the Mississippi Department of Environmental Quality (MDEQ) for the stormwater and wastewater systems. In addition, the applicant provided a U.S. Fish and Wildlife Service Information for Planning and Consultation (IPaC) report documenting a "No Effect" determination.

Mr. Nick Gant of Brown, Mitchell & Alexander, Inc. was present to answer questions from the Planning Commission. He stated that all departmental review comments had been addressed, and the plans were revised accordingly prior to submittal for Planning Commission consideration. Mr. Gant further explained that the subdivision layout was redesigned from 33 lots to 29 lots to satisfy the UDC open-space requirements, accommodate utility and fire access constraints, and allow for future roadway improvements. He also stated that the proposed drainage system was designed to improve the existing drainage ditch and manage stormwater runoff without increasing flood elevations on adjacent properties.

No letters of opposition or concern were received prior to the Planning Commission public hearing. During the public hearing, two residents spoke in opposition to the request, expressing concerns related to stormwater runoff and flooding. The applicant responded to those concerns and provided information regarding the proposed drainage design.

Following review of the application and consideration of the public hearing, Commissioner Marshall Johnson made a motion, seconded by Commissioner Jennifer Dalgo, to recommend approval of the Preliminary Plat for Willow Springs Subdivision, consisting of twenty-nine (29) single-family residential lots, noting that the area proposed for dedication to the City is included in the open-space calculation. The motion carried unanimously.

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

PLANNNING COMMISION REPORT

MEETING DATE: July 14, 2026

APPLICANT/OWNER: Crosspoint Capital, LLC

REQUESTED ACTION: Preliminary Plat Approval

DATE OF APPLICATION: February 9, 2026

LOCATION: Corner of Groveland Road and Deana Road – Ward 5

PARCEL NUMBER: 60123040.000



Figure 1. Planning Commission Signage at Willow Springs Subdivision

I. REQUEST SUMMARY:

The applicant, Crosspoint Capital, LLC, is requesting approval of the Preliminary Plat for Willow Springs Subdivision consisting of twenty-nine (29) single-family residential lots.

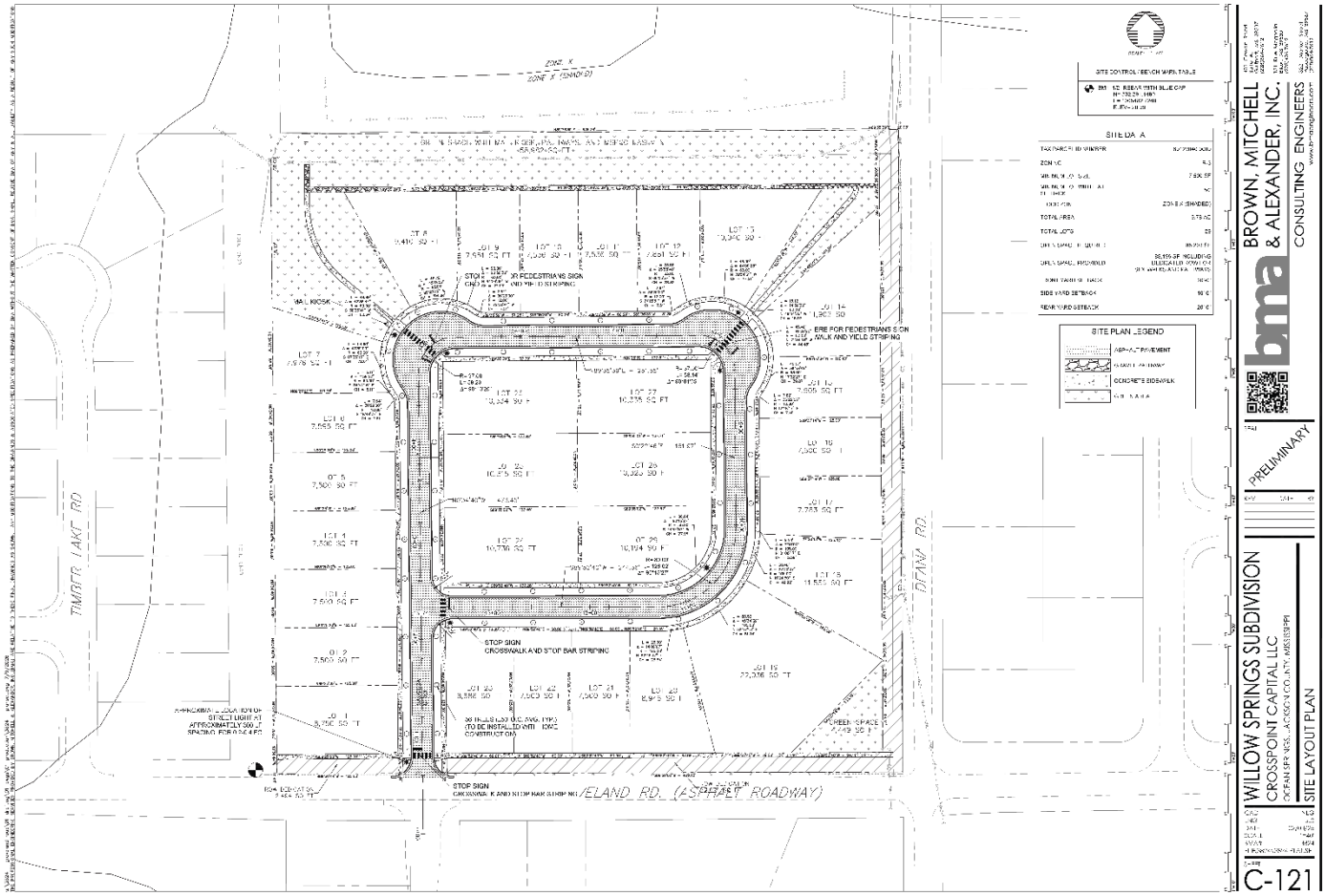


Figure 2. Proposed Preliminary Plat

II. ZONING/LAND USE:

The property is zoned R-3 Medium Density Residential – vacant parcel

- R-3 Zoning Requirements:
  - Minimum Lot Area – 7,500 SF
  - Minimum Lot Width – 50’
  - Front Setback – 20’
  - Side Setback – 10’
  - Rear Setback – 20’

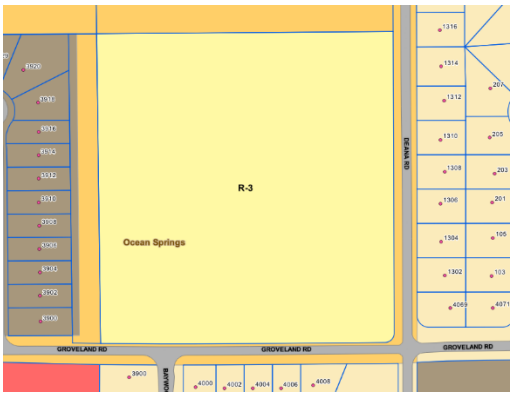


Figure 3. Subject Property and Adjacent Zoning District

III. FINDINGS:

- The property is approximately 9.78 acres, zoned R-3, and currently vacant cleared land.
- The Sketch Plat for Willow Springs was previously approved by the Board of Aldermen on October 7, 2025, consisting of a 33-lot single-family residential subdivision (Sketch Plat shown below).

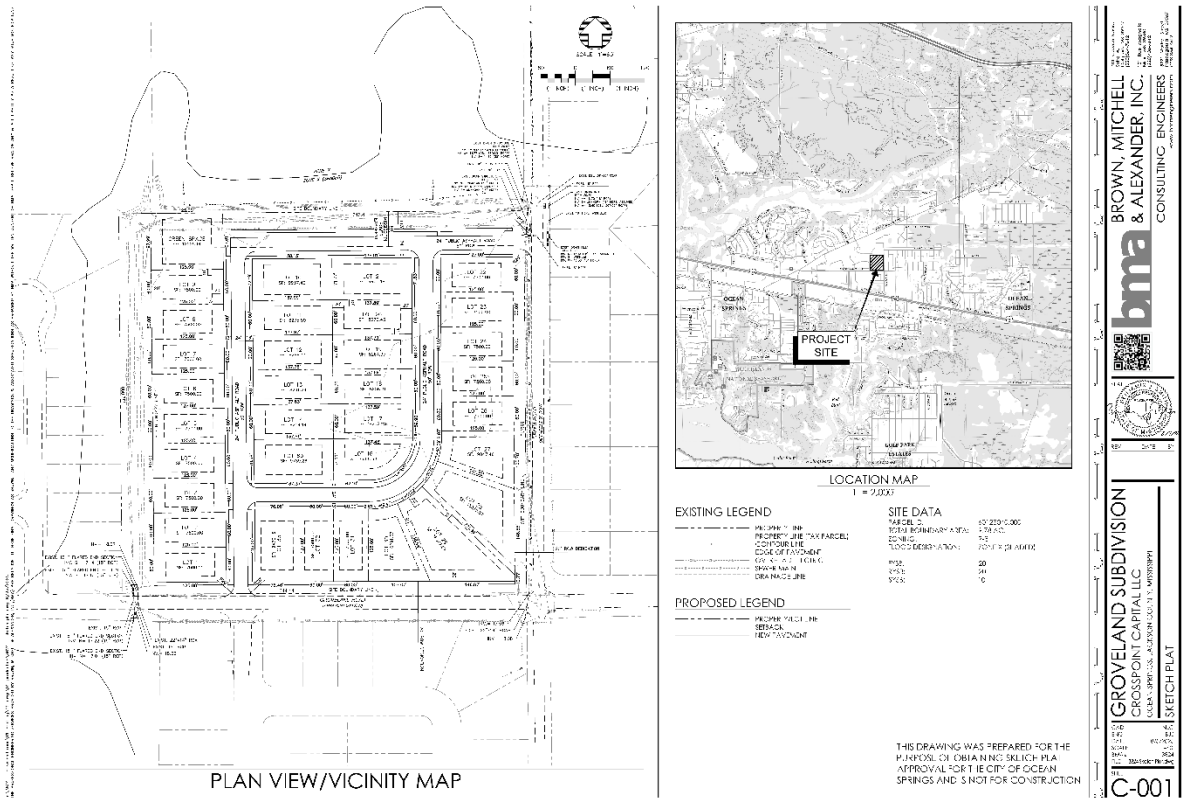


Figure 4. Approved Sketch Plat consisting of 33-lots

- The Unified Development Code (UDC) permits a reduction in the number of lots between Sketch Plat approval and Preliminary Plat approval but does not allow an increase. The proposed Preliminary Plat includes twenty-nine (29) residential lots, representing a reduction of four (4) lots from the thirty-three (33) residential lots approved with the Sketch Plat.
- The Preliminary Plat depicts a fifty-foot (50') public right-of-way, proposed public infrastructure, and five-foot (5') sidewalks throughout the development.
- The landscaping plan indicates that a total of fifty-six (56) trees will be planted during home construction, meeting the minimum landscaping requirements of the UDC.
- The Unified Development Code (UDC) requires a minimum of 85,203 square feet of open space for the size of this development. The proposed Preliminary Plat provides approximately 88,196 square feet of open space, which includes dedicated right-of-way for sidewalks and pedestrian pathways. A pedestrian trail is proposed at the north end of

the subdivision, with access provided from both northern corners of the subdivision. The trail extends behind Lots 8 through 13 within the Mississippi Power easement, consisting of concrete sidewalks and a gravel walking path.

- Approximately 24,765 square feet of right-of-way along Deana Road and Groveland Road will be dedicated to the City of Ocean Springs.
- All proposed lots meet the minimum UDC requirements for lot width and lot area, with a minimum lot width of fifty feet (50') and a minimum lot size of 7,500 square feet. The proposed building setbacks of twenty feet (20') in the front yard, ten feet (10') on each side yard, and twenty feet (20') in the rear yard comply with the minimum setback requirements of the UDC.
- The applicant has submitted approval letters from the Mississippi Department of Health for the proposed water system, as well as approvals from the Mississippi Department of Environmental Quality (MDEQ) for stormwater and wastewater. In addition, the applicant provided a U.S. Fish and Wildlife Service Information for Planning and Consultation (IPaC) report indicating a "No Effect" determination.
- The applicant has addressed all staff review comments and revised the plans accordingly prior to submittal to the Planning Commission for consideration.

IV. PUBLIC NOTICE:

- Legal Advertisement was posted in the Sun Herald on June 28, 2026.
- Planning Commission yard signs were posted on property on June 26, 2026.
- Notifications were mailed to adjacent property owners within a 500-foot radius on June 26, 2026.

V. PUBLIC FEEDBACK:

None received as of July 10, 2026

VI. POTENTIAL MOTIONS:

A motion to recommend **approval** of a Preliminary Plat for Willow Springs Subdivision consisting of twenty-nine (29) single-family residential lots.

OR

A motion to recommend **denial** of a Preliminary Plat for Willow Springs Subdivision consisting of twenty-nine (29) single-family residential lots.

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:

	Minor S/D	Major S/D
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: _____ *(Applications are due by the 7th of each month.)*

Name of Subdivision: Willow Springs

Address of Original Parcel(s): Northwest corner of Deana Rd. and Groveland Rd. Intersection

Parcel ID(s): 60123040.000

1. Applicant: Crosspoint Capital, LLC — Phone (228)-366-3223
   Address 129 Gannet Lane #1240 Ocean Springs, M — Email jesses@phoenixlaborgroup.com
2. Local Agent: _____ — Phone _____
   Address _____ — Email _____
3. Owner of Record: Same as applicant — Phone _____
   Address _____ — Email _____
4. Engineer: Brown, Mitchell, & Alexander, Inc. — Phone (228)-436-7612
   Address 131 Rue Magnolia Biloxi, MS 39530 — Email nick@bmaengineers.com
5. Land Surveyor: Brown, Mitchell, & Alexander, Inc. — Phone (228)-864-7612
   Address 401 Cowan Rd.,Suite A Gulfport, MS 39507 — Email cseward@bmaengineers.com
6. Attorney: _____ — Phone _____
   Address _____ — Email _____

☑ **Attach Appropriate Checklist for Requested Phase of Review**

Property Information

1. Tax Map Designation: Section 23 Township: 7 Range: 8
2. Proposed Subdivision Location: On the West side of Deana Rd. *(street)*
   10 ft *(distance in feet)* North *(relative direction)* of Groveland Rd. *(street)*
3. List all contiguous holdings in the same ownership:
   Section N/A Lot(s) N/A
4. Zoning of Parcel(s): R-3
5. Total Acreage: 9.78
6. Smallest Lot Size: 0.172 acre
7. Proposed # of Lots: 33
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. No
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.
    No
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.
    No
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: A general use green space used for detention that will also include a mail kiosk
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: **10/7/2025**
    For Final Plat: Date **PRELIMINARY PLAT** was approved by Board of Aldermen:
    - 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) JESUS SAUCEDA, 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: _____ Parcel ID(s): 60123040.000

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

Owner's Signature _____ Date: 2/2/26

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 Jackson

I Kama Geiger, hereby depose and say that all the above statements and the statements contained in the papers submitted herewith are true.

Mailing Address 1108 Highway 90 Gautier MS 39553

Subscribed and sworn before me this 2nd day of February, 2026

My Commission expires: August 27 2027

Notary Signature: Kama Geiger

STATE OF MISSISSIPPI
KAMA GEIGER
NOTARY PUBLIC
Jackson County
Commission Expires
August 27, 2027
COMMISSION NUMBER 113564

CHECKLIST: SUBDIVISION DEVELOPMENT – PRELIMINARY PLAT

—Specific Requirements Outlined in Chapter 2.21 of the Unified Development Code—

PROPOSED SUBDIVISION NAME AND/OR PID#: _____

The following items **MUST** be checked off {☑}, APPLICANT signature must be provided on the second page, and this document must be included with a fully completed application to be eligible for review:

SUBMITTAL DOCUMENTS

- ☑ Preliminary Plat - 4 full size plan sets (24"x36"), one 11"x17", and electronic PDF file if possible. The proposed plat shall be at a scale that is legible and functional on sheets of 24"x 36" in size.
- ☑ Construction Plans and Specifications, including Erosion Control Plan - 2 full size plan sets (24"x36")
- ☑ Two (2) copies of the developer's engineer's basis of design and complete design calculations, including pavement design
- ☑ The name of the subdivision and the name and address of the owner.
- ☑ Name, signature and seal of licensed engineer or registered land surveyor who prepared drawings
- ☑ Vicinity map identifying lot(s) relationship to nearby parcels, roadways or other landmarks
- ☑ Date, north arrow and scale
- ☑ Parcel ID number(s) – proposed location and adjacent properties
- ☑ Existing and proposed lot lines, lot dimensions, lot areas and all setbacks – including the setbacks from proposed structures to proposed property lines
- ☑ Name and address of property owner(s) including all abutting property owners, as shown on tax records
- ☑ Existing zoning of all parcels, proposed and existing
- ☑ Existing and proposed driveway(s), roads, road easements/rights-of-way, and utility easements
- ☑ Proposed street alignments and widths including right-of-way widths, pavement widths, approximate grades and vertical curves of proposed streets that are notated as public or

private. Also indicate street pavements adjacent to the proposed plat, right-of-way width and location.

- [x] Proposed street names
- [x] Existing utilities, including any septic tanks or other private utilities
- [x] Proposed utilities (sewer, gas, water, telephone, cable television, electric): location and size; location of manholes, valves, hydrants, transformers, junction boxes; location of street lights and connections to existing system
- [x] All required utility plan notes and other required information requested on the attached Public Works checklist
- [x] Location of any existing structures on the lots, with nature, location and dimensions
- [x] Natural watercourses/wetlands (delineated), railroads, sewers, bridges, culverts (location/size), drain pipes
- [x] Location and types of any protected trees
- [x] Location/size of proposed permanent common fixtures (signs, monuments, plantings, walls, fences, etc.)
- [x] Areas that may be reserved for parks, conservation or open space
- [x] Future development phases, if any
- [x] FEMA flood zone designations, base flood elevations and any areas within proposed subdivision subject to inundation by stormwater; plans to show proposal to eliminate ponding
- [x] If subdivision is more than 600' from an established school bus route, a school bus loading area must be designated. (see Subdivision Ordinance, Section 71 for details)

N/A ☐ If land disturbance activity is 1<5 acres, submit Notice of Intent (NOI), Small Construction Permit and Stormwater Pollution Prevention Plan (SWPPP) to City.

☐ If land disturbance activity is >5 acres, submit Notice of Intent (NOI), Large Construction Permit and Stormwater Pollution Prevention Plan (SWPPP) to City and MDEQ.

- [x] Draft Covenants, if applicable: Bylaws to govern the maintenance of subdivision entrance structures and other common areas such as monuments, pillars, fences, walls, plantings, statuary or other permanent features

☐ State approval letters: Department of Health, Department of Environmental Quality, as required

- [x] Signed Stormwater Erosion Control Agreement (see attached)

☐ Stormwater Pollution Prevention Plan (SWPPP)

- ☑ Contours at vertical intervals of 1' for plats with 4 or more lots (Ocean Springs datum or USGS datum)
- ☑ Show plats on grid on even 500-ft intervals of state plane coordinates, township section, range boundaries

Survey Requirements:

- ☑ Name of surveyor and date of survey
- ☑ Legal description and boundary survey, class B surveying accuracy (minimum closure error, 1: 5,000), bearings and distances referenced to sectional or fractional section corners or other base lines

Engineering Calculations:

- ☑ Length and radii of all curbed street and lot lines, bearings and length of all straight street and lot lines and the area in sq ft of each lot
- ☑ Street centerline bearing and distance with centerline curve data (deflection angle, radii, degree of curvature, chord distance and bearing and length of curve)
- ☑ Profiles of all proposed streets showing the natural and finished grades drawn to a scale of not less than 1"=100' horizontal and 1"=20' vertical
- ☑ Design calculations for pavements, utilities and any other improvements to be dedicated to the City as described in Section 2.21.5.B.8.
- ☑ Stormwater calculations (drainage and retention), if applicable

Preliminary Plat Notes:

1. Purpose is to provide plans for the construction of the subdivision and its improvements plus a draft of the final plat of the subdivision.
2. Preliminary plat can be submitted prior to approval of sketch plat, although it is not recommended.
3. A lot clearing permit can be obtained prior to sketch plat approval, if applicable. However, all stormwater requirements must be met prior to permit issuance.
4. Approval of a preliminary plat is required for any site where the eventual platting of the property involves a major subdivision. No final plat shall be approved until a preliminary plat for the property has been approved, unless the application is for a minor subdivision.
5. An application must be filed with the Jackson County Utility Authority (JCUA) prior to construction, so it is recommended the developer do so immediately after Sketch Plat Approval and prior to Preliminary Plat application.
6. The USPS has a separate policy regarding mail delivery: "National Delivery Planning Standards / A Guide for Builders and Developers". These standards must be reviewed and any questions regarding provisions for mail delivery must be addressed with USPS prior to approval.
7. Amendments are approved in same manner as the original plat – Reference Section 2.21.10 and 2.21.11.
8. If development has not been initiated within two years of preliminary plat approval, any

changes in development standards shall apply to the development proposed by the preliminary plat. If a final plat is not submitted within 24 months after approval of the preliminary plat, or within such extended period as may be allowed, the preliminary plat approval shall be void.

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 appropriate Planning Commission agenda. Appropriate time must be allowed for City review and public notification via standard mail and City review prior to the Planning Commission meeting. 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. All meetings occur in the City Hall Board room at 1018 Porter Avenue.

After preliminary plat approval, but before construction – REQUIRED steps:

- ☐ City to designate numerical street addresses for each lot.
- ☐ Preconstruction meeting between developer, developer engineer, contractor, City engineer and City inspector.
- ☐ City to assess developer $75/lot for a construction inspection fee.

After infrastructure construction, before final engineering inspection – REQUIRED steps:

- ☐ Developer to have registered engineer or surveyor check final as-built elevations and locations of all improvements shown on the originally approved construction plans and preliminary plat.
- ☐ Lot numbers shall be clearly indicated (painted, stamped, cut, etc.) onto the curb or edge of pavement abutting the lot.
- ☐ Location of water and sewer services shall be indicated with a "W" and "S" and shall be permanently stamped or cut into the curb abutting each lot by developer.
- ☐ Developer to submit as built plans to City.
- ☐ City to review any variations from approved Preliminary Plat.

Before Final Plat approval – REQUIRED steps:

- ☐ Developer to submit to City warranty of proper engineering, installation, materials and construction of all improvements on all property to be owned by the City for a period of 3 years or until such time that 85% of the lots in the subdivision have received certificate of occupancy for the dwelling units constructed, with a minimum warranty of 2 years.
- ☐ Developer to post security instrument of $700 per lot for up to three years. Security instrument may be released after 3 years or upon issuance of certificate of occupancies for 85% of lots.

Applicant Signature: _____

DATE: 2/2/26

STORMWATER EROSION CONTROL AGREEMENT

This regulation is to prevent introduction of pollutants that may potentially enter the City Drainage System (CDS) or waterways. The following practices are the minimum requirements for construction sites that involve disturbance of the natural earth. No owner or their agent of any parcel of land or property, whether with or without a structure thereupon, shall permit the erosion or escape of soil, sand, gravel or similar material from said parcel onto any adjoining property, public street or into any drainage channel that receives rainwater runoff from said parcel in such quantities as to harm said adjoining property, public street, drainage channel, or stormwater drainage system. In the development or use of any site, the owner or their agents shall not construct or conduct any activity so as to cause the discharge of rainwater runoff in such a manner as to cause erosion or to increase blockage of any channel or storm drainage system. This includes both pre-construction and post-construction.

Minimum requirements for construction sites with land disturbance:

1. Storm control measures shall be installed at the onset of construction.
2. These measures shall capture sediment prior to it leaving the property.
3. Silt fencing is a last line control measure and should be maintained continuously.
4. Temporary and/or permanent revegetation of bare ground must be utilized in order to stabilize disturbed soil at the earliest practicable date.
5. Steep slopes require Hydro seeding/sod and/or the installation of erosion control mat.
6. Construction of on-site stormwater retention should function as temporary sedimentation retention until permanent revegetation of the subject tract is accomplished.
7. Other measures may be necessary to control erosion and sedimentation on a site-by-site basis.

During the construction, if at any time, these measures are not in compliance, the building department will issue a stop work order until the site is in compliance.

Requirements from the Ocean Springs Stormwater Ordinance:
0<0.9 acre of land disturbed: No permit or SWPPP currently required unless the disturbance is part of a Larger Common Plan of Development or Sale. A SWPPP may be requested or required if there are complaints or nuisance conditions.

1<5 acres of land disturbed: Permit required from City of Ocean Springs Code Enforcement Office. A Small Construction Notice of Intent (NOI) and SWPPP must be submitted to the Planning Department.

Above 5 acres: Permit required from the City and MDEQ. A SWPPP must be submitted to the City and a Large Construction NOI and SWPPP should also be submitted to MDEQ.

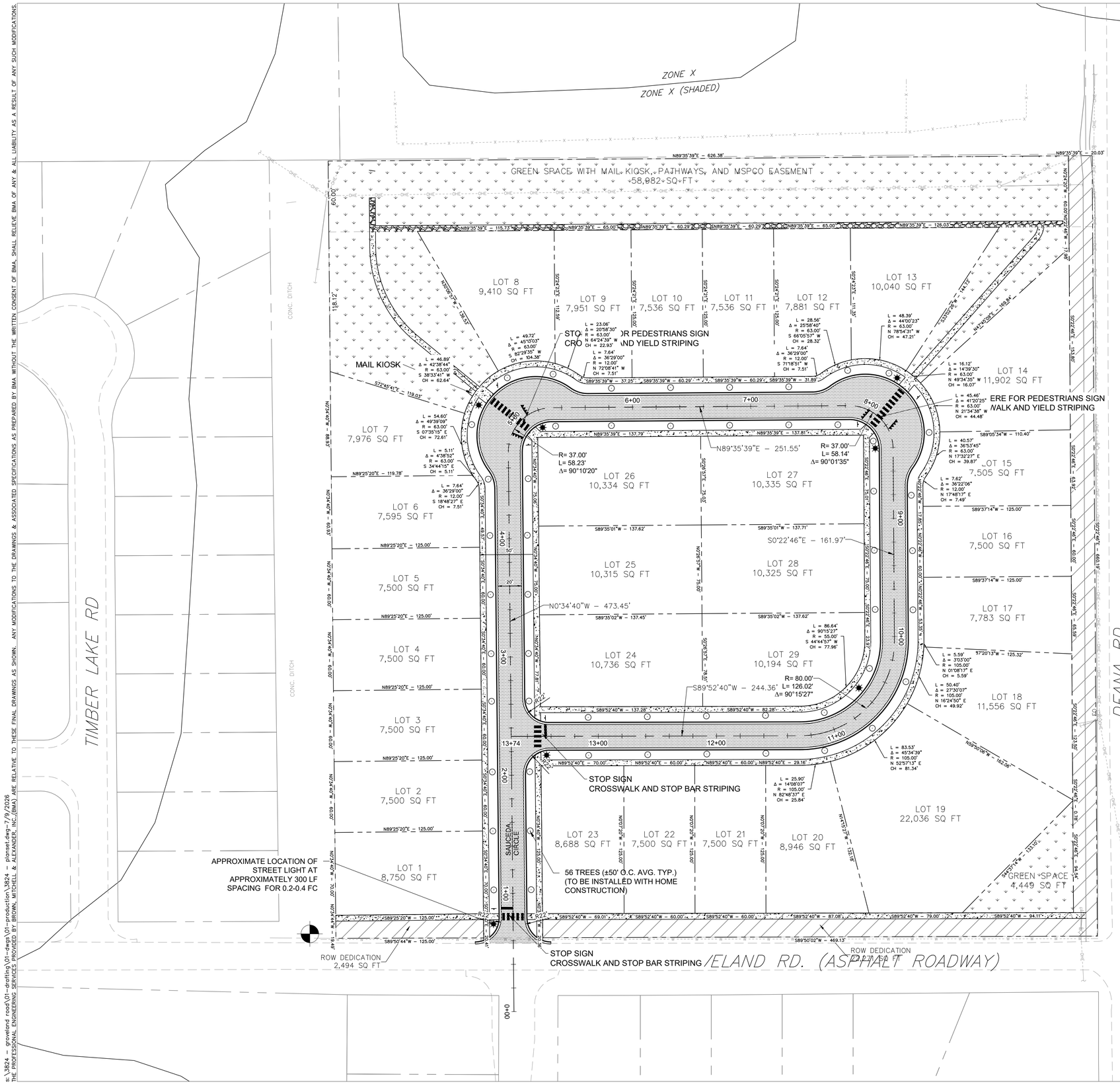
I certify under penalty of law that I understand the terms and conditions of the Mississippi Department of Environmental Quality's Large Construction and Small Construction General Permits. I also certify that I have received stormwater related education materials for construction activities from the City of Ocean Springs (materials included Small Construction General Permit; Large Construction General Permit; the *Planning and Design Manual for the Control of Erosion, Sediment, and Stormwater;* Ocean Springs' ordinance for Stormwater Runoff; Illicit Discharges and Illegal Connections). I will implement, install and properly maintain erosion and sediment controls at any site with land disturbance greater than 1 acre. I understand that failure to reasonably control sediment from land disturbing activities is considered a violation of City Ordinance, MDEQ's general permits, and the Clean Water Act and can result in suspension of work and monetary fines.

Sign: _____ Date: 2/2/26

Company: Crossroad Capital Phone: (228) 366-3223

THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.,(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.

s:\3824 - groveland road\01-drafting\01-dwgs\01-production\3824 - planset.dwg-7/9/2026



SCALE: 1"=40'

SITE CONTROL / BENCH MARK TABLE
BM1 1/2" REBAR WITH BLUE CAP N= 332,291.1490 E= 1005482.7240 ELEV= 20.39'

SITE DATA	
TAX PARCEL ID NUMBER	60123040.0000
ZONING	R-3
MINIMUM LOT SIZE	7,500 SF
MINIMUM LOT WIDTH AT SETBACK	50'
FLOOD ZONE	ZONE X (SHADED)
TOTAL AREA	9.78 AC
TOTAL LOTS	29
OPEN SPACE REQUIRED	85,203 SF
OPEN SPACE PROVIDED	88,196 SF INCLUDING DEDICATED ROW FOR SIDEWALKS AND PATHWAYS
FRONT YARD SETBACK	20'-0"
SIDE YARD SETBACK	10'-0"
REAR YARD SETBACK	20'-0"

SITE PLAN LEGEND
ASPHALT PAVEMENT
GRAVEL PATHWAY
CONCRETE SIDEWALK
GREEN AREA

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS
www.bmaengineers.com
401 Cowan Road, Suite A, Gulfport, MS 39507 (228)864-7612
131 Rue Magnolia Biloxi, MS 39530 (228)406-7612
3221 Market Street Pascagoula, MS 39567 (228)864-7612

SEAL

PRELIMINARY

REV	DATE	BY

WILLOW SPRINGS SUBDIVISION
CROSSPOINT CAPITAL LLC
OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI

SITE LAYOUT PLAN

CAD	NLG
ENG	BJS
DATE	02/03/26
SCALE	1"=40'
BMA#	3824
FILE\3824\3824 PLANSET	

SHEET
C-121

NORTH

GRAPHIC SCALE
(IN FEET)

60 0 30 60

(1 INCH) (1 INCH)

Coordinates, bearings, and distances are based on the Mississippi State Plane Coordinate System, NAD83 (2011), East Zone (2301), (Epoch 2009.55), U.S. Survey Feet, derived by a TOPCON HIPER VR series G.P.S. receiver utilizing a Real Time Network administered by Earl Dudley, Inc.
Scale Factor = 0.999950518
Convergence Angle = 00°02'03"
(at the Southwest Property Corner)

LEGEND

(A.P.R.) AS PER RECORD
(A.P.S.) AS PER SURVEY

SURVEY NOTES:

This survey was prepared without benefit of a current title report and may not show all easements and other restrictions of record.

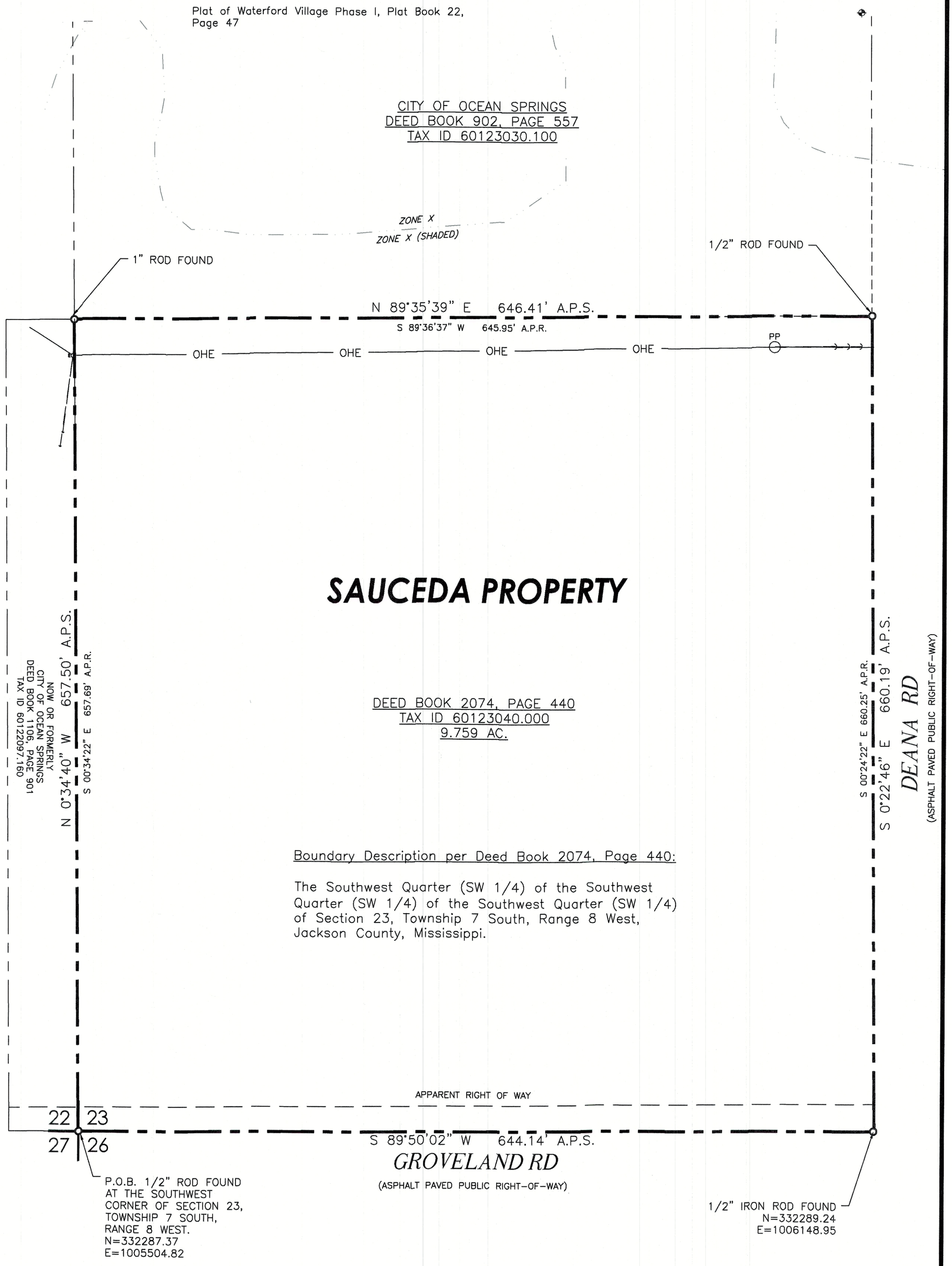
Owner names and Deed Book & Page references were obtained from Jackson County's On-Line GIS Mapping Portal.

By graphical plotting only, this parcel is located in ZONE X (SHADED) of the flood hazard boundary and flood insurance rate map. Map Number.: 28059C0292G, Effective Date: March 16, 2009. Zone X is an area that has no Base Flood Elevation assigned; it is not in a flood plain.

REFERENCES:

Jackson County's On-Line GIS Mapping Portal

Plat of Waterford Village Phase I, Plat Book 22, Page 47



SAUCEDA PROPERTY

DEED BOOK 2074, PAGE 440
TAX ID 60123040.000
9.759 AC.

Boundary Description per Deed Book 2074, Page 440:

The Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 23, Township 7 South, Range 8 West, Jackson County, Mississippi.

SURVEYOR'S CERTIFICATE

I, CHRISTOPHER ALAN SEWARD, a Professional Land Surveyor in the State of Mississippi, do hereby certify that the foregoing plat and description are true and correct to the best of my knowledge and belief.

WITNESS my signature this the 14th day of JUNE, 2023.

CHRISTOPHER ALAN SEWARD, P.S. No. 3282

CHRISTOPHER ALAN SEWARD LICENSED PROFESSIONAL SURVEYOR PS-3282 STATE OF MISSISSIPPI

S:\3824 - Groveland Road\03-Survey\DWG

SHEET 1 OF 1

CAD	EDD
SURVEYOR	CAS
DATE	06.14.2023
SCALE	1"=60'
BMA#	3824-H
FILE	3824-H SRV

SAUCEDA PROPERTY
TAX PARCEL ID: 60123040.000
CITY OF OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI
BOUNDARY SURVEY

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com

401 Cowan Road, Suite A,
Gulfport, MS 39507
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131 Rue Magnolia
Biloxi, MS 39530
(228)436-7612
Fax.(228)436-7676

PRELIMINARY PLAT PLANS

FOR

WILLOW SPRINGS SUBDIVISION

GROVELAND ROAD

OCEAN SPRINGS, MISSISSIPPI

PREPARED FOR

CROSSPOINT CAPITAL, LLC

129 GANNEL LANE
OCEAN SPRINGS MS 39564



FEBRUARY, 2026

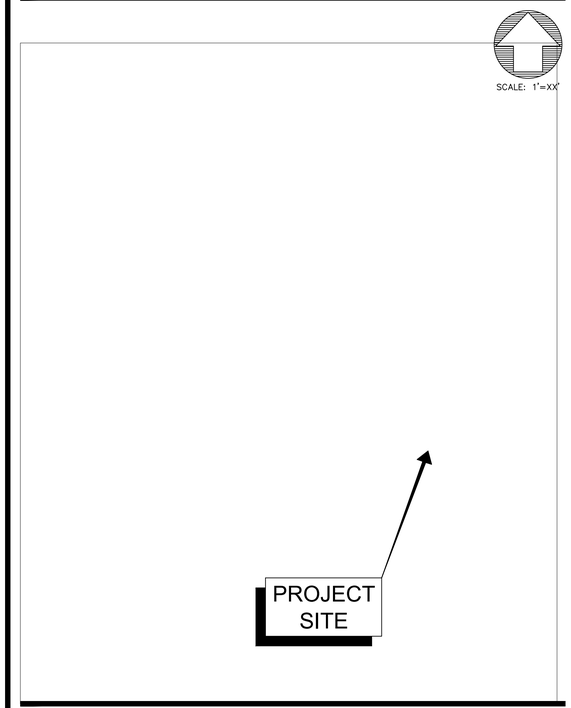
BROWN, MITCHELL & ALEXANDER, INC.
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Biloxi, MS 39530
(228)436-7612

3221 Market Street
Pascagoula, MS 39567
(228)864-7612

LOCATION MAP



SHEET INDEX

DESCRIPTION	SHEET NO.
TITLE / LOCATION MAP / SHEET INDEX	C-001
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EXISTING CONDITIONS / DEMOLITION PLAN	C-111
SITE LAYOUT PLAN	C-121
GRADING AND DRAINAGE PLAN	C-131
EROSION CONTROL PLAN	C-141
SITE UTILITY PLAN	C-151
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TYPICAL SECTIONS	C-301
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CONSTRUCTION DETAILS	C-504
CONSTRUCTION DETAILS	C-505

BMA No. 22-3824

SET NO. _____

22-3824 - WILLOW SPRINGS SUBDIVISION

C-001

s:\3824 - groveland road\01-drafting\01-dwgs\01-production\3824 - planset.dwg - 7/9/2026

GENERAL NOTES

1. CONTRACTOR SHALL CALL THE MISSISSIPPI DAMAGE PREVENTION NUMBER (1-800-227-6477) OR (811) BY LAW TO LOCATE ALL EXISTING UTILITIES ON SITE PRIOR TO INITIATING CONSTRUCTION ACTIVITIES. THE OWNER MUST BE CONTACTED SEPARATELY TO LOCATE THEIR PRIVATELY OWNED UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING UTILITIES UNDER THIS CONTRACT AND BE RESPONSIBLE FOR ANY AND ALL DAMAGES TO UTILITIES THAT RESULT FROM CONTRACTOR'S WORK. ANY COST ASSOCIATED WITH REPLACING/REPAIRING DAMAGED UTILITIES SHALL BE AT THE CONTRACTOR'S EXPENSE.
2. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION. FOR A LIST OF PUBLIC AND PRIVATE UTILITIES, SEE BELOW:

AT&T	228-557-8700
MISSISSIPPI POWER COMPANY	800-532-1502
CABLE ONE	228-864-1506
CITY OF OCEAN SPRINGS PUBLIC WORKS	228-875-3955
SINGING RIVER POWER ASSOCIATION	228-492-1313

3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO HAVE ALL UTILITIES WITHIN THE PROJECT LIMITS LOCATED AND THOSE LOCATIONS UPDATED AS NECESSARY DURING THE PROJECT.
4. ADJUSTMENTS TO PRIVATE UTILITIES (I.E. GAS, POWER, ELECTRIC, COMMUNICATION, ETC.) SHALL BE MADE BY OTHERS BUT SHALL BE COORDINATED BY CONTRACTOR.
5. CONTRACTOR SHALL DISPOSE OFF-SITE ALL MATERIAL, MISCELLANEOUS TRASH & DEBRIS FROM ALL AREAS WITHIN THE LIMITS OF WORK. ALL SUCH WORK AND DISPOSAL SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS.
6. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH ANY LOCAL, STATE AND FEDERAL LAWS, ORDINANCES, CODES, RULES OR REGULATIONS THAT APPLY TO ANY PORTION OF CONSTRUCTION OF THIS PROJECT.
7. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACQUIRE ANY LOCAL, STATE AND FEDERAL PERMITS OR LICENSES REQUIRED FOR CONSTRUCTION OF THIS PROJECT, OTHER THAN THOSE OBTAINED BY THE OWNER.
8. BEFORE UNDERTAKING EACH PART OF THE WORK, THE CONTRACTOR SHALL CAREFULLY STUDY AND COMPARE THE PLANS & SPECIFICATIONS AND CHECK AND VERIFY PERTINENT FIGURES SHOWN THEREON AND ALL APPLICABLE FIELD MEASUREMENTS. IF ANY CONFLICTS, ERRORS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED EITHER ON THE CONSTRUCTION DOCUMENTS OR IN THE FIELD, THE CONTRACTOR SHALL PROMPTLY REPORT IN WRITING TO THE ENGINEER AND SHALL OBTAIN A WRITTEN INTERPRETATION OR CLARIFICATION FROM THE ENGINEER BEFORE PROCEEDING WITH ANY WORK AFFECTED THEREBY.
9. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE ENGINEER.
10. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, BRIDGES, ETC. FROM DAMAGE WHICH OCCUR DURING CONSTRUCTION. EXTREME CARE SHOULD BE EXERCISED IN THE UNDERCUT AREA AND THE UNDERCUT DEPTH AROUND SUBSURFACE STRUCTURES AND LINES. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES OR LINES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.
11. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN A SAFE AND HEALTHY WORK SITE.
12. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING BRACING, SHORING, OR ANY GROUND SUPPORT SYSTEM REQUIRED TO PREVENT A FAILURE FROM OCCURRING DURING EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES, INCLUDING THE MATERIALS, EQUIPMENT, AND LABOR FOR DESIGNING, DRAWING, AND CONSTRUCTING THE
13. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ALL MEANS & METHODS, AS WELL AS, PROPER CONSTRUCTION SEQUENCING. THE CONTRACTOR WILL BE RESPONSIBLE FOR SUBMITTING A PROGRESS SCHEDULE OUTLINING THE INTENDED SEQUENCE OF CONSTRUCTION.
14. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH CURRENT GULFPORT CONSTRUCTION STANDARDS.

EARTHWORK

1. ALL SOILS DISTURBED SHALL BE COMPACTED TO 95% PER ASTM D 1557 IN 8" LIFTS BENEATH ROADWAY AND 92% PER ASTM D 1557 IN 8" LIFTS FOR DISTURBED SOILS BEYOND THE ROADWAY.

STREETS AND DRAINAGE

1. NO FRENCH DRAIN ARE PERMITTED WITHIN CITY RIGHT OF WAY
2. A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) SHALL BE INCLUDED IN THE PLANS.
3. A MINIMUM OF 3500 PSI CONCRETE SHALL BE USED FOR CONSTRUCTION OF CURBS AND GUTTERS
4. CIL-DE-SACS SHALL HAVE A MINIMUM RIGHT OF WAY RADIUS OF FIFTY (50) FEET AND A MINIMUM DRIVING SURFACE OF RADIUS OF FORTY (40) FEET
5. STREET GUTTER GRADES SHALL NOT BE LESS THAN 0.3 PERCENT
6. STREETS SHALL HAVE A MINIMUM VERTICAL CLEARANCE OF FOURTEEN (14) FEET
7. ALL ROADWAY CONSTRUCTION INCLUDING BUT NOT LIMITED TO PAVEMENT, BASE AND SUB-BASE, SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT MS STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
8. ALL LOT NUMBERS MUST BE STENCILED IN PAINT ON THE CURB AND MAINTAINED UNTIL FINAL ACCEPTANCE OF THE DEVELOPMENT BY THE CITY OF OCEAN SPRINGS
9. A PROOF ROLL TEST OF BASE AND SUBD-BASE MUST BE PERFORMED IN THE PRESENCE OF AN OCEAN SPRINGS PUBLIC WORKS REPRESENTATIVE. THE OWNER/DEVELOPER MUST NOTIFY PUBLIC WORKS A MINIMUM OF 24 HOURS PRIOR TO THE TEST.
10. LIME-FLY ASH OR SOIL CEMENT STABILIZATION DESIGN MIX AND APPLICATION RATES MUST BE PREPARED BY A LICENSED ENGINEER AND SUBMITTED WITH THE PLANS. (MDOT RECOMMENDATIONS AND CITY EXAMPLE SPECIFICATIONS AVAILABLE UPON REQUEST)
11. ADA COMPLIANT RAMPS FOR HANDICAP ACCESS SHALL BE PROVIDED ON ALL SIDEWALKS.
12. WRITTEN APPROVAL FROM MDOT IS REQUIRED FOR ACCESS TO STATE HIGHWAY RIGHT OF WAYS
13. ALL CATCH BASINS AND MANHOLES SHALL BE LOCATED AND RECORDED ON THE RECORD DRAWINGS WITH GPS USING STATE PLANE COORDINATES
14. LIFTING HOLES ON RCP SHALL BE PLUGGED USING WATER PLUG HYDRAULIC CEMENT
15. HDPE PIPE LESS THAN 24" IN DIAMETER HAS A MAXIMUM BURIAL DEPTH OF 5 FEET FROM SURFACE TO INVERT OF THE PIPE
16. ALL DRAINAGE PIPE INSTALLED GREATER THAN 5 FEET DEEP SHALL BE RCP
17. ALL JOINTS OF ANY PIPE MATERIAL SHALL BE WRAPPED IN GEOTEXTILE FABRIC
18. THE CULVERT LOCATION, SIZE, MATERIAL, AND GRADE MUST BE APPROVED BY OCEAN SPRINGS PUBLIC WORKS
19. A POST CONSTRUCTION VIDEO OF ALL STORM DRAIN PIPES SHALL BE PROVIDED TO THE OCEAN SPRINGS PUBLIC WORKS DEPARTMENT

WATER UTILITIES

1. A "W" IS TO BE STAMPED INTO CURBS AT EACH WATER SERVICE LOCATION
2. A "WV" IS TO BE STAMPED INTO THE CURB AT EACH WATER VALVE LOCATION THAT IS NOT IN THE STREET
3. A LOCATE WIRE AND WARNING TAPE SHALL BE INSTALLED ABOVE ALL WATER MAINS AND SERVICES. THE LOCATE WIRE SHALL BE CONTINUOUS. IF A JOINT IS NECESSARY IN THE LOCATE WIRE, THE JOINT SHALL BE SOLDERED AND ENCASED IN A WATERPROOF ENCLOSURE SUCH AS GEL PACK. THE LOCATE WIRE SHOULD BE TAPED DIRECTLY TO THE PIPE EVERY 3 FEET. EXTEND WIRE UP TO THE SURFACE VALVE BOXES AND LEAVE AN EXTRA 3 FEET OF WIRE COILED INSIDE THE VALVE BOX. LOCATE WIRE SHALL BE TESTED AT THE END OF THE PROJECT FOR CONTINUITY IN THE PRESENCE OF AN OCEAN SPRINGS PUBLIC WORKS REPRESENTATIVE. THE WARNING TAPE SHOULD BE MARKER "WATER" AND INSTALLED 18" ABOVE THE PIPE.
4. THE OWNER/DEVELOPER SHALL FURNISH AND INSTALL ALL WATER METER BOXES. THE BOXES MUSH BE MADE FROM A COMPOSITE MATERIAL AND INSTALLED FLUSH TO THE FINISH GRADE OF THE SITE.
5. THE OWNER/DEVELOPER SHALL PURCHASE WATER METERS TO BE INSTALLED ON PUBLIC RIGHT-OF-WAY FROM THE CITY OF OCEAN SPRINGS.
6. ALL WATER MAINS SHALL BE A MINIMUM OF 6" DIAMETER, AWWA C900, CLASS 150 PIPES.
7. NO 90 DEGREE FITTINGS ARE ALLOWED ON WATER MAINS. ALL FITTINGS WILL BE RESTRAINED
8. ALL WATER MAINS SHALL BE PRESSURE TESTED IN ACCORDANCE WITH THE CITY REQUIREMENTS
9. THE ENDS OF LINE BLOW-OFFS SHALL BE MUELLER 2-1/8" POST TYPE, SEE FIRE HYDRANT STANDARD DETAIL
10. ALL WATER USED FOR CHLORINATION AND FLUSHING OF WATER LINES SHALL BE METERED AND PAID FOR BY THE OWNER/DEVELOPER
11. EACH LOT SHALL BE PROVIDED WITH 2-1" SERVICES (2" TAP TO 1-1/2" SPLIT TO 1" SPLIT.)
12. A WATER SERVICE SHALL BE PROVIDED TO ALL GREEN AREAS AND LIFT STATIONS
13. CURB STOPS SHALL BE 1" X 3/4" SWIVEL TYPE, SEE ATTACHED DETAIL TYPE
14. ALL WATER LINE TAPS MUST BE A MINIMUM OF 5 FEET FROM DRIVEWAYS
15. ALL WATER MAIN FITTINGS, VALVES, AND FIRE HYDRANTS MUST BE LOCATED AND RECORDED ON THE RECORD DRAWINGS USING GPS STATE COORDINATES.
16. ALL FIRE HYDRANTS SHALL BE PAINTED YELLOW.
17. THE OWNER/DEVELOPER IS RESPONSIBLE FOR CONSTRUCTION OF ANY REQUIRED WATER METER VAULT. THE METER VAULT SHALL BE CONSTRUCTED ON CITY RIGHT OF WAY AND PER ATTACHED STANDARD DETAIL. THE VAULT SHALL HAVE AN ALUMINUM, LOCKABLE HATCH WITH MINIMUM DIMENSIONS OF 36" X 36" CAST INTO A REMOVABLE CONCRETE TOP
18. MASTER METERS MUST BE PURCHASED FROM THE CITY OF OCEAN SPRINGS AND PAID FOR IN ADVANCE OF ORDERING THE METER. (MASTER METERS USUALLY TAKE 5 TO 6 WEEKS FROM ORDER TO DELIVERY)
19. THE OWNER/DEVELOPER MUST FURNISH A LETTER OF DESIGN APPROVAL FROM THE MISSISSIPPI DEPARTMENT OF HEALTH WITH THE PLAN SUBMITTAL
20. NO IRRIGATION METERS ARE TO BE INSTALLED IN METER VAULTS
21. A SUFFICIENT NUMBER OF VALVES SHALL BE PROVIDED FOR LINE MAINTENANCE AND REPAIRS. VALVE BOXES SHALL BE ADJUSTABLE, CAST IRON, AND TALL ENOUGH TO EXTEND FROM THE VALVE TO THE GROUND SURFACE. THE USE OF PVC RISERS IS NOT ALLOWED. CONCRETE COLLARS SHALL BE INSTALLED ON VALVE BOXES NOT LOCATED IN ASPHALT.
22. BACKFLOW PREVENTERS SHALL BE INSTALLED ON CITY RIGHT OF WAY
23. THE OWNER/DEVELOPER SHALL PROVIDE OCEAN SPRINGS PUBLIC WORKS A COPY OF BACTERIAL TEST RESULTS.

SEWER UTILITIES

1. AN "S" SHALL BE STAMPED INTO THE CURB AT EACH SEWER SERVICE LOCATION
2. A "MH" SHALL BE STAMPED INTO THE CURB AT ALL MANHOLE LOCATIONS
3. THE OWNER/DEVELOPER SHALL BE RESPONSIBLE FOR INSTALLING MECHANICAL PLUG(S) IN SEWER LINE(S) AT ALL TIE-IN MANHOLES. THE PLUG(S) SHALL NOT BE REMOVED WITHOUT APPROVAL OF OCEAN SPRINGS PUBLIC WORKS.
4. A LOCATE WIRE AND WARNING TAPE SHALL BE INSTALLED ABOVE ALL SEWER MAINS AND SERVICES. THE LOCATE WIRE SHALL BE CONTINUOUS. IF A JOINT IS NECESSARY IN THE LOCATE WIRE, THE JOINT SHALL BE SOLDERED AND ENCASED IN A WATERPROOF ENCLOSURE SUCH AS GEL PACK. THE LOCATE WIRE SHOULD BE TAPED DIRECTLY TO THE PIPE EVERY 3 FEET. EXTEND WIRE UP TO THE SURFACE OF MANHOLES IN A VERTICAL 2" PVC PIPE WITH A SCREW ON CAP AND LEAVE AN EXTRA 3 FEET OF WIRE COILED INSIDE THE PIPE. LOCATE WIRE SHALL BE TESTED AT THE END OF THE PROJECT FOR CONTINUITY IN THE PRESENCE OF AN OCEAN SPRINGS PUBLIC WORKS REPRESENTATIVE. THE WARNING TAPE SHOULD BE MARKER "SEWER" AND INSTALLED 18" ABOVE THE PIPE
5. THE OWNER/DEVELOPER IS RESPONSIBLE FOR CONSTRUCTING MANHOLE TIE-IN AND BUILDING INVERTS
6. ALL JOINTS IN THE MANHOLE SHALL BE GROUTED BOTH INSIDE AND OUTSIDE
7. TIE-INS TO EXISTING MANHOLES SHALL BE MADE BY CORE DRILLING THE MANHOLE WITH THE APPROPRIATE SIZE HOLE FOR THE NEW PIPE. TIE-IN MANHOLE MUST PASS VACUUM TEST PER CITY SPECIFICATIONS. TIE-IN MANHOLES THAT FAIL THE VACUUM TEST SHALL BE REPAIRED OR REPLACED
8. SEWER SERVICE STUB OUT PIPES SHOULD BE LEFT A MINIMUM OF THREE (3) FEET ABOVE EXISTING GRADE AND CAPPED
9. EACH LOT MUST HAVE AN INDIVIDUAL, SINGLE TIE-IN TO SEWER MAINS
10. THE OWNER'/DEVELOPER MUST PROVIDE A 25 1/2" RAIN TUB FOR EACH MANHOLE
11. ALL SEWER LINES SHALL BE AIR TESTED AND MANHOLES VACUUM TESTED IN ACCORDANCE WITH THE CITY REQUIREMENTS AND IN THE PRESENCE OF AN OCEAN SPRINGS PUBLIC WORKS REPRESENTATIVE
12. IF A NEW SEWER LINE OR MANHOLE IS MODIFIED AFTER BEING TESTED AND BEFORE ACCEPTANCE BY THE CITY, A RETEST IS REQUIRED
13. ALL SEWER LINE FITTINGS, SERVICES, AND MANHOLES SHALL BE LOCATED AND RECORDED ON THE RECORD DRAWINGS WITH GPS USING STATE PLANE COORDINATES
14. SEWER TAPS MUST BE A MINIMUM OF 5 FEET FROM THE EDGE OF DRIVEWAYS OR ROADWAYS
15. SEWER MANHOLE LIDS SHALL BE EAST JORDAN IRON WORKS MODEL V1600-3 WITH A 25 1/2" OPENING
16. A POST CONSTRUCTION VIDEO OF ALL SEWER LINES SHALL BE PROVIDED TO OCEAN SPRINGS PUBLIC WORKS DEPARTMENT
17. AN OCEAN SPRINGS PUBLIC WORKS REPRESENTATIVE MUST BE PRESENT WHEN A MANHOLE IS BEING INSTALLED IN CITY RIGHT OF WAY OR EASEMENT
18. SEWER PIPE SHALL EXTEND 4" TO 6" INSIDE MANHOLES
19. THE OWNER/DEVELOPER MUST PROVIDE A LETTER OF DESIGN APPROVAL FROM THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
20. "DOG HOUSE" MANHOLES ARE NOT PERMITTED IN THE CITY OF OCEAN SPRINGS
21. ALL MANHOLES MUST HAVE A MINIMUM 12" OF NO. 4 OR NO. 57 CRUSHED LIMESTONE FOUNDATION

EROSION CONTROL

1. CONTRACTOR SHALL STRICTLY ADHERE TO THE STORMWATER POLLUTION PREVENTION PLAN AND THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY (MDEQ) PERMIT. OMISSIONS TO THESE PLANS DO NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF PROVIDING PROTECTION OF ONSITE AND OFFSITE DRAINAGE SYSTEMS FROM SEDIMENT TRANSPORT. ANY FAILURES OF THE PROTECTIVE MEASURES SHOWN ON THESE PLANS OR IN THE SPECIFICATIONS SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE. ANY CORRECTIVE MEASURES REQUIRED TO STAY IN COMPLIANCE OF THE MDEQ PERMIT SHOULD BE COORDINATED WITH THE ENGINEER. THE CONTRACTOR WILL BE REQUIRED TO INSPECT AND SUBMIT REPORTS ON SITE CONDITIONS PER THE STORMWATER PERMIT.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR DEVELOPING THEIR OWN EROSION CONTROL PLAN BASED ON THE SEQUENCE OF CONSTRUCTION AND SUBMIT SAID PLAN TO THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE AT THE BEGINNING OF THE PROJECT AND PROVIDE MODIFIED/UPDATED EROSION CONTROL PLANS NOTING FAILURE AND CORRECTIVE ACTIONS DURING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR CONFORMING TO THE REQUIREMENTS OF THE GENERAL STORMWATER PERMIT.
3. THE CONTRACTOR SHALL MONITOR THE SITE FOR COMPLIANCE WITH THE CNOI AND SHALL PRODUCE REPORTS IN ACCORDANCE WITH THE CNOI.
4. THE CONTRACTOR SHALL BE REQUIRED TO FURNISH ALL LABOR, EQUIPMENT, MATERIALS AND PERFORM ALL WORK FOR THE PROPER INSTALLATION, MAINTENANCE AND REMOVAL OF ANY TEMPORARY EROSION CONTROL MEASURE(S) NECESSARY TO CONTROL SILTATION.
5. CONTRACTOR SHALL INSTALL AND MAINTAIN SILT FENCES AROUND THE PERIMETER OF ALL VEGETATED AREAS WHICH ARE DISTURBED AND SHALL PREVENT SILTATION OF ADJACENT DRAINAGE SYSTEMS AND CHANNELS WITH SILT FENCING. THE USE OF HAY BALES IS PROHIBITED. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EROSION CONTROLS DURING THE ENTIRE COURSE OF THE PROJECT PER ACCEPTABLE/APPROVED STORMWATER BEST MANAGEMENT PRACTICES. THE (BMPS) SHALL BE IN ACCORDANCE WITH MDEQ'S PLANNING AND DESIGN MANUAL FOR THE CONTROL OF EROSION, SEDIMENT AND STORMWATER.
6. SILT FENCES SHALL BE INSTALLED AND PROPERLY MAINTAINED AROUND ALL STOCKPILED MATERIALS.
7. ALL DISTURBED AREAS WITHIN THE RIGHT-OF-WAY, EASEMENTS AND/OR PROJECT LIMITS SHALL BE GRASSED PER THE SPECIFICATIONS. ACCEPTANCE SHALL BE BASED ON SATISFACTORY GROWTH AND COVERAGE OF SEED(S) PLANTED.
8. EXISTING VEGETATION SHALL BE MAINTAINED AND PROTECTED WHEREVER POSSIBLE.
9. WHERE APPLICABLE ALL CONSTRUCTION TRAFFIC SHALL ENTER/EXIT THE SITE THROUGH THE CONSTRUCTION ENTRANCE. A CONSTRUCTION ENTRANCE IS REQUIRED AT ALL ACCESS POINTS ON THE SITE.
10. CONTRACTOR SHALL KEEP ALL ADJACENT ROADWAYS CLEAN OF DIRT AND DEBRIS AT ALL TIMES AND SHALL SWEEP STREETS DAILY, IF NECESSARY.
11. TEMPORARY OR PERMANENT VEGETATIVE PRACTICES SHALL BE IMPLEMENTED WITHIN IMMEDIATELY WHEN A DISTURBED AREA WILL BE LEFT UNDISTURBED FOURTEEN DAYS OR MORE.
12. TEMPORARY EROSION AND SEDIMENT CONTROLS SHALL NOT BE REMOVED UNTIL PERMANENT EROSION CONTROLS ARE ESTABLISHED ON ALL DISTURBED AREAS. FINAL APPROVAL ON THE PROJECT WILL NOT BE MADE UNTIL ALL TEMPORARY EROSION CONTROLS ARE REMOVED AND PERMANENT EROSION CONTROLS ARE EFFECTIVELY ESTABLISHED.
13. ALL EQUIPMENT REPAIR AND MAINTENANCE SHALL BE PERFORMED OFFSITE.
14. RECEPTACLES SHALL BE PROVIDED TO PROPERLY DISPOSE OF ALL TRASH AND WASTE. ALL CONSTRUCTION DEBRIS SHALL BE PICKED UP AT THE END OF EACH DAY AND SHALL BE REMOVED COMPLETELY FROM THE SITE AT THE END OF THE PROJECT.
15. TEMPORARY EROSION AND SEDIMENT CONTROLS SHALL BE INSTALLED PRIOR TO THE START OF ANY WORK. IF IT WILL BE REQUIRED TO REMOVE THEM TEMPORARILY DUE TO CONSTRUCTION ACTIVITIES, ONCE THOSE ACTIVITIES ARE COMPLETED OR AT THE END OF THE WORK DAY, THE TEMPORARY CONTROLS SHALL BE REINSTALLED IMMEDIATELY.
16. ADDITIONAL EROSION AND SEDIMENT CONTROLS MAY BE DEEMED NECESSARY IF THE CONTROLS FOUND IN THIS STORMWATER MANAGEMENT PLAN ARE FOUND TO BE INEFFECTIVE.
17. ACCUMULATED SEDIMENT SHALL BE REMOVED FROM CONTROLS WHEN IT REACHES ONE-HALF THE HEIGHT OF THE CONTROL. THE SEDIMENT SHALL BE PROPERLY DISPOSED OF SO AS NOT TO CAUSE SEDIMENTATION IN ANOTHER LOCATION.
18. EROSION AND SEDIMENT CONTROLS SHALL BE INSPECTED WEEKLY AND FOLLOWING ANY RAIN EVENT. NON-FUNCTIONING, INEFFECTIVE OR DAMAGED CONTROLS SHALL BE REPAIRED, REPLACED OR SUPPLEMENTED WITH FUNCTIONAL CONTROLS WITHIN 24 HOURS OF DISCOVERY.
19. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ANY SEDIMENT THAT MIGRATES INTO THE STORM DRAIN SYSTEM.
20. ANY SEDIMENT THAT HAS MIGRATED OFFSITE WHETHER ONTO PUBLIC OR PRIVATE PROPERTY SHALL BE REMOVED IMMEDIATELY UPON DISCOVERY.
21. ALL EROSION CONTROLS SHALL BE INSTALLED IN ACCORDANCE WITH THE DETAILS.

PERMANENT AND TEMPORARY TRAFFIC CONTROL

1. MAINTENANCE OF TRAFFIC SHALL INCLUDE ALL SIGNS, BARRICADES, TEMPORARY PAVEMENT MARKINGS, WARNING LIGHTS, PERSONNEL, MAINTENANCE LIMESTONE, TRAFFIC CONTROL DEVICES, SUPERVISION, AND OTHER ITEMS CONCERNING TRAFFIC CONTROL. THERE SHALL BE NO OTHER PAYMENTS MADE FOR THIS WORK. TRAFFIC CONTROL DEVICES AND PAVEMENT MARKINGS SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (MUTCD).
2. CONTRACTOR SHALL INVENTORY ALL EXISTING SIGNS AND LOCATIONS WITHIN THE PROJECT LIMITS. CONTRACTOR SHALL REMOVE, SAFELY STORE TO PREVENT DAMAGE AND REINSTALL ANY STREET SIGNS IMPACTED BY THE PROJECT. ONLY SIGNS DISTURBED DURING CONSTRUCTION SHALL BE REMOVED. ANY SIGNS DAMAGED BY THE CONTRACTOR SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE. ALL SIGNS REPLACED MUST CONFORM TO MUTCD.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR DEVELOPING THEIR OWN TRAFFIC CONTROL PLAN IN ACCORDANCE WITH THE LATEST MUTCD BASED ON THE SEQUENCE OF CONSTRUCTION AND SUBMIT TO THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE AT THE BEGINNING OF THE PROJECT AND PROVIDE MODIFIED/UPDATED TRAFFIC CONTROL PLANS.
4. STRIPED MARKINGS ON BARRICADES WITH STRIPE ANGLING DOWNWARD ON A 45-DEGREE ANGLE DOWN AWAY FROM THE OBSTRUCTION OR ANGLE DOWN IN THE DIRECTION OF TRAFFIC DETOUR IS EXPECTED TO FOLLOW.
5. ALL CONSTRUCTION SIGNS SHALL BE IN PLACE BEFORE THE START OF ANY CONSTRUCTION AND SHALL BE PROPERLY MAINTAINED AND REMAIN IN PLACE FOR THE EXTENT OF THE PROJECT.
6. REPLACEMENT OF LOST OR DAMAGED CONSTRUCTION SIGNS OR DEVICES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. LOST OR DAMAGED SIGNS SHALL BE REPLACED IMMEDIATELY. NO PAYMENT SHALL BE MADE FOR SUCH REPLACEMENT OR REPAIR.
7. ALL SIGNS THAT CONFLICT WITH THE CONSTRUCTION OF THE PROJECT SHALL BE COVERED/REMOVED AND RESET BY THE CONTRACTOR. COST TO BE ABSORBED IN MAINTENANCE OF TRAFFIC.
8. WORK ON STRUCTURES FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE WHAT BRACING, SHORING, OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION , OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COST FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING, AND CONSTRUCTING THE FACILITY SHALL BE ABSORBED IN MAINTENANCE OF TRAFFIC.
9. ORANGE FLUORESCENT SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN PLANS TO BE BLACK LEGENDS AND BORDER ON WHITE BACKGROUNDS.
10. ALL POST LENGTHS FOR SIGNS SHALL BE VERIFIED IN THE FIELD PRIOR TO FABRICATION.
11. ALL PLASTIC DRUMS AND CONES SHALL HAVE A BALLASTING COLLAR MADE FROM RECYCLED TRUCK TIRES OR OTHER SUITABLE MATERIAL.
12. ALL RAISED ROADSIDE APPURTENANCES TO BE PLACED A MINIMUM OF 2' BEHIND FACE OF CURB UNLESS OTHERWISE SPECIFIED ON PLANS.

EXISTING LEGEND

	PROPERTY LINE
	EASEMENT LINE
	TREE LINE
	CENTERLINE OF DITCH
	TOE OF DITCH BANK
	TOP OF DITCH BANK
X	FENCE LINE
S	SEWER MAIN
W	WATER MAIN
FM	SEWER FORCE MAIN
FO	FIBER OPTIC
G	GAS MAIN
UGT	TELEPHONE LINE
OHE	OVERHEAD ELECTRIC LINE
UGE	UNDERGROUND ELECTRIC LINE
	DRAINAGE LINE
10	CONTOUR LINE
S	SEWER MANHOLE
L	SEWER LIFT STATION
CO	SEWER CLEANOUT
ARV	AIR RELEASE VALVE
	FIRE HYDRANT
W	WATER VALVE
W	WATER METER
	FIRE DEPT. CONNECTION
G	GAS METER
D	DRAINAGE MANHOLE
	CURB INLET
	DRAINAGE INLET
PP	POWER POLE (WITH GUY)
	LIGHT POLE
E	ELECTRIC METER
	ELECTRIC TRANSFORMER
C	COMMUNICATIONS MANHOLE
T	TELEPHONE PEDESTAL
M	MAILBOX
	SIGN
FP	FLAG POLE
IRF	IRON ROD FOUND
IRS	IRON ROD SET
10.00	SPOT ELEVATION
	BENCHMARK

PROPOSED LEGEND

X	LINE TO BE DEMOLISHED
	LINE TO BE ABANDONED
	DITCH CENTERLINE
	TOE OF DITCH BANK
	TOP OF DITCH BANK
X	CHAIN LINK FENCE
	TEMPORARY SILT FENCE
	STRAW WATTLE
4"S	4" SEWER MAIN
6"S	6" SEWER MAIN
8"S	8" SEWER MAIN
10"S	10" SEWER MAIN
12"S	12" SEWER MAIN
15"S	15" SEWER MAIN
FM	SEWER FORCE MAIN
4"W	4" WATER MAIN
6"W	6" WATER MAIN
8"W	8" WATER MAIN
10"W	10" WATER MAIN
12"W	12" WATER MAIN
F	FIRE LINE
	DRAINAGE LINE
10	CONTOUR LINE
	SS-2 CURB INLET
	SS-2 (10') CURB INLET
	SS-2 (15') CURB INLET
D	DRAIN MANHOLE
	DRAIN INLET
	NYLOPLAST INLET
	FLARED END SECTION
	PROPOSED GRADE
S	SEWER MANHOLE
CO	SEWER CLEANOUT
L	SEWER LIFT STATION
ARV	AIR RELEASE VALVE
	FIRE HYDRANT
BFP	BACKFLOW PREVENTER
W	WATER VALVE
W	WATER METER
	FIRE DEPT. CONNECTION
	REDUCER
	INLET PROTECTION

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3221 Market Street Pascagoula, MS 39567 (228)864-7612
www.bmaengineers.com

SEAL

PRELIMINARY

REV	DATE	BY

WILLOW SPRINGS SUBDIVISION
CROSSPOINT CAPITAL LLC
OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI

GENERAL NOTES AND LEGEND

CAD	NLG
ENG	BJS
DATE	02/03/26
SCALE	1"=40'
BMA#	3824
FILE	3824\3824 PLANSET

SHEET C-002

s:\3824 - groveland road\01-drafting\01-dwga\01-production\3824 - planset.dwg - 7/9/2026
THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.

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s:\3824 - groveland road\01-drafting\01-dwgs\01-production\3824 - planset.dwg-7/9/2026

SCALE: 1"=40'

SITE CONTROL / BENCH MARK TABLE

BM1 1/2" REBAR WITH BLUE CAP
N= 332,291.1490
E= 1005482.7240
ELEV= 20.39'

DEMOLITION LEGEND

CLEARING & GRUBBING (8.87 AC.)

· x x x x x · TO BE DEMOLISHED

\ \ \ \ \ \ \ \ \ \ · TO BE ABANDONED

NOTE:
PROPERTY WAS PREVIOUS CLEARED IN ACCORDANCE TO PRIOR PERMIT APPROVAL FROM THE CITY OF OCEAN SPRINGS

ZONE X

ZONE X (SHADED)

DITCH INV.= 15.71

DITCH INV.= 17.65

N 89°35'39" E 646.41' A.P.S.

S 89°36'37" W 645.95' A.P.R.

1" ROD FOUND

1/2" ROD FOUND

EXIST. DRAIN STRUCTURE
TOP= 20.57
INV. E= ±15.73 (OPEN CHANNEL)
INV. W= 14.77 (DBL. 36"x23" RCAP)
INV. S= 14.85 (30" HDPE)

EXIST. 18" EXPOSED PIPE

EXIST. DBL. 36"x23" RCAP

EXIST. 18" HDPE

EXIST. 1316 DEANA RD
TOP= 20.20
INV. N= 16.70 (18" RCP)
INV. S= UNKNOWN (18" HDPE, ASSUMED)
INV. W= 15.40 (DBL. 36"x23" RCAP)

EXIST. 18" HDPE (ASSUMED)

EXIST. 30" HDPE

EXIST. DRAIN INLET
TOP= 19.28
INV. N= 15.13 (18" HDPE, ASSUMED)
INV. S= UNKNOWN
INV. W= 16.58 (18" HDPE)

EXIST. 18" HDPE

EXIST. DRAIN STRUCTURE
TOP= 19.50
INV. N= UNKNOWN (30" HDPE)
INV. S= 18.16 (OPEN CHANNEL)
INV. E= UNKNOWN (18" HDPE)

PIDN 60123030.100
CITY OF OCEAN SPRINGS
1491 DEANA RD

PIDN 61068020.000
JACKSON STEVEN MATTHEW &
JACKSON CHRISTY SHARP
1318 DEANA RD

PIDN 61068021.000
WATSON, MICHAEL K
WATSON CHRISTIE
1316 DEANA RD

PIDN 61068022.000
CAMPBELL YULETTE & TREVOR
1314 DEANA RD

PIDN 61068023.000
HECKLER GABRIELLE M
1312 DEANA RD

PIDN 61068024.000
MANGE DARLENE
1310 DEANA RD

PIDN 61068025.000
GATHOF MATTHEW
1308 DEANA RD

PIDN 61068026.000
DRAGONFLY RENTALS LLC
1306 DEANA RD

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NEWSOME FREDERICK ROMAN
& SANDRA
1304 DEANA RD

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LASSALLE HOWARD
1302 DEANA RD

PIDN 61068029.000
INSALACO BRUCE
4069 GROVELAND RD

DEANA RD.

PIDN 61495012.000
O'KEEFE CONNOR P &
O'KEEFE LAUREN T
3829 TIMBER LAKE DR

PIDN 61495011.000
THOMPSON GLORIA N
3920 TIMBER LAKE DR

PIDN 61495010.000
MILLER JAMES J & LYNN A
3918 TIMBER LAKE DR

PIDN 61495009.000
WOODEN CRYSTAL D
3916 TIMBER LAKE DR

PIDN 61495008.000
CARD CAMERON R &
GONG YANGLIN
3914 TIMBER LAKE DR

PIDN 61495007.000
BROWN DARREN T & PATRICIA M
3912 TIMBER LAKE DR

PIDN 61495006.000
HOLLADAY HAROLD GENE
3910 TIMBER LAKE DR

PIDN 61495005.000
ROBINSON JASON M
3908 TIMBER LAKE DR

PIDN 61495004.000
CARD CAMERON ROBERT &
GONG YANGLIN
3906 TIMBER LAKE DR

PIDN 61495003.000
ARMSTRONG LISA B
3904 TIMBER LAKE DR

PIDN 61495002.000
BROWN-DAUGHTERY RUBY LENE
3902 TIMBER LAKE DR

TIMBER LAKE RD

CONC. DITCH

E= 1005400.00

N= 332800.00

N 0°34'40" W 657.50' A.P.S.

S 00°34'22" E 657.69' A.P.R.

PIDN 60123040.000
CROSSPOINT CAPITAL LLC

S 00°24'22" E 660.25' A.P.R.

S 0°22'46" E 660.19' A.P.S.

EXIST. 15 " FLARED END SECTION
INV. S= 17.14 (15" RCP)

PIDN 61495001.000
THE SJP GROUP INC
3900 TIMBER LAKE D

EXIST. 15 " FLARED END SECTION
INV. S= 17.16 (15" RCP)

INV.= 18.07

INV.= 17.93

SAWCUT REMOVE AND REPLACE
ASPHALT AND CONCRETE PAVEMENT
AS REQ'D FOR UTILITY INSTALLATION

S 89°50'02" W 644.14' A.P.S.

22 23
27 26

P.O.B. 1/2" ROD FOUND
AT THE SOUTHWEST
CORNER OF SECTION 23,
TOWNSHIP 7 SOUTH,
RANGE 8 WEST.
N=332287.37
E=1005504.82

GROVELAND RD. (ASPHALT ROADWAY)

EXIST. SANITARY MANHOLE
TOP= 20.08
INV. S= 11.28 (12" PVC)
INV. W= 11.28 (12" PVC)

1/2" IRON ROD FOUND
N=332289.24
E=1006148.95

EXIST. 22"X14" RCAP

INV.= 18.08

EXIST. 12" SS

EXIST. 12" PVC

EXIST. 22"X14" RCAP

EXIST. 15" RCP

INV.= 18.33

EXIST. 15 " FLARED END SECTION
INV. N= 17.01 (15" RCP)

EXIST. 15 " FLARED END SECTION
INV. N= 17.22 (15" RCP)

PIDN 61034117.000
POLITE AMY C
3900 BAYWOOD LN

PIDN 61034138.000
EASTER MIRIAM L
EASTER HOWARD
4000 MEADOW OAK LN

PIDN 61034137.000
BENSON-PRICE FAMILY TRUST
4002 MEADOW OAK LN

PIDN 61034136.000
REID BLAKE L &
ASHLEY O
4004 MEADOW OAK LN

PIDN 61034135.000
NOVAK DORIAN R
4006 MEADOW OAK LN

PIDN 61034134.000
TIBLIER SANDRA JEAN
TIBLIER JAMES
4008 MEADOW OAK LN

PIDN 61034133.000
SCHENA KRISTEN RENE
14491 LONGWOOD CIR

PIDN 60126140.000
THE SAILS APARTMENTS OF OCEAN SPRINGS LLC
1200 DEANA RD

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS
www.bmaengineers.com

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(228)864-7612

131 Rue Magnolia
Biloxi, MS 39530
(228)406-7612

3221 Market Street
Pascagoula, MS 39567
(228)864-7612

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PRELIMINARY

REV	DATE	BY

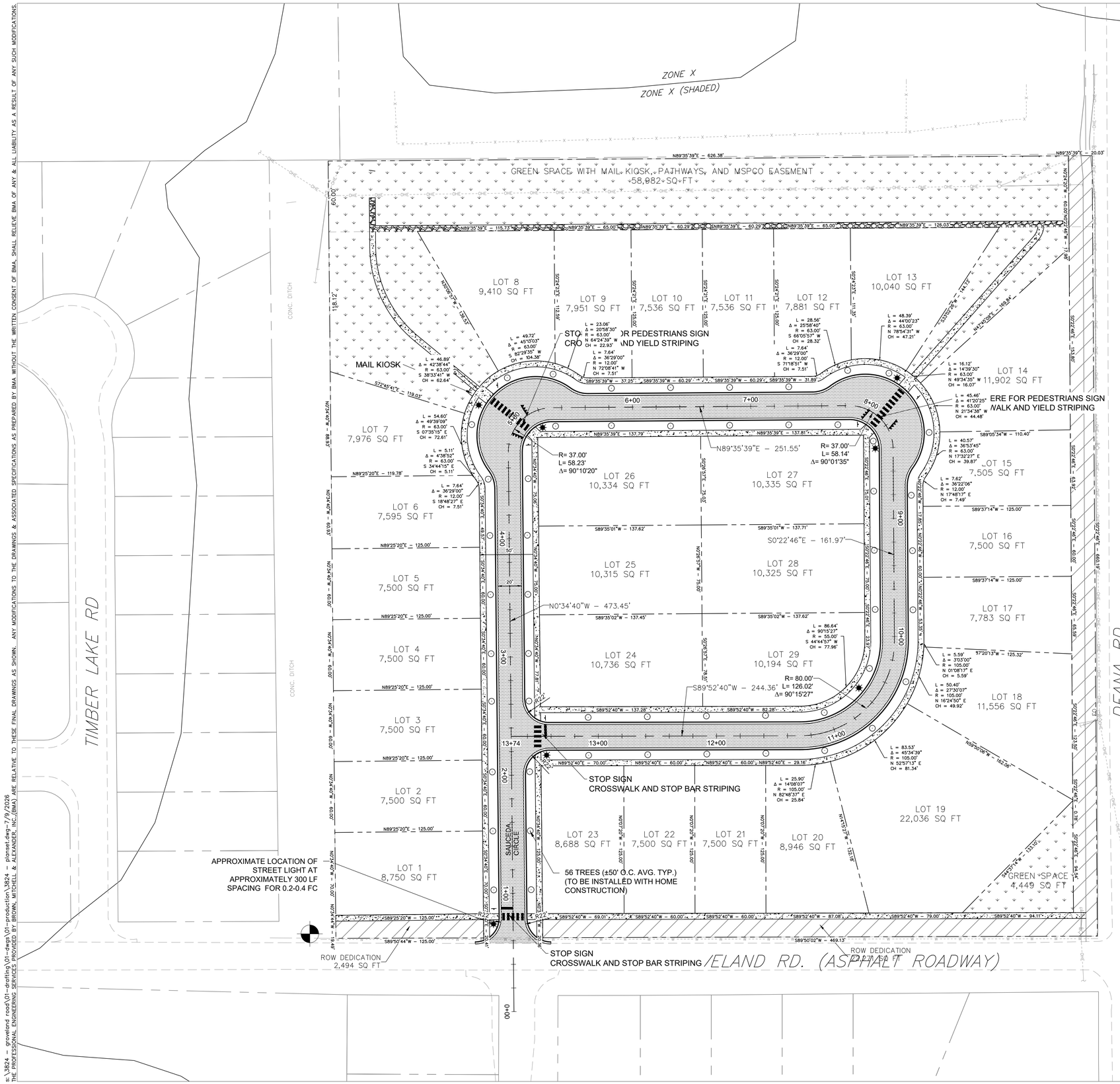
WILLOW SPRINGS SUBDIVISION
CROSSPOINT CAPITAL LLC
OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI

EXISTING CONDITIONS / DEMOLITION PLAN

CAD	NLG
ENG	BJS
DATE	02/03/26
SCALE	1"=40'
BMA#	3824
FILE\3824\3824 PLANSET	

SHEET
C-111

THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.,(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.



SCALE: 1"=40'

SITE CONTROL / BENCH MARK TABLE
BM1 1/2" REBAR WITH BLUE CAP N= 332,291.1490 E= 1005482.7240 ELEV= 20.39'

SITE DATA	
TAX PARCEL ID NUMBER	60123040.0000
ZONING	R-3
MINIMUM LOT SIZE	7,500 SF
MINIMUM LOT WIDTH AT SETBACK	50'
FLOOD ZONE	ZONE X (SHADED)
TOTAL AREA	9.78 AC
TOTAL LOTS	29
OPEN SPACE REQUIRED	85,203 SF
OPEN SPACE PROVIDED	88,196 SF INCLUDING DEDICATED ROW FOR SIDEWALKS AND PATHWAYS
FRONT YARD SETBACK	20'-0"
SIDE YARD SETBACK	10'-0"
REAR YARD SETBACK	20'-0"

SITE PLAN LEGEND
ASPHALT PAVEMENT
GRAVEL PATHWAY
CONCRETE SIDEWALK
GREEN AREA

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CONSULTING ENGINEERS
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3221 Market Street Pascagoula, MS 39567 (228)864-7612
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PRELIMINARY

REV	DATE	BY

WILLOW SPRINGS SUBDIVISION

CROSSPOINT CAPITAL LLC

OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI

SITE LAYOUT PLAN

CAD	NLG
ENG	BJS
DATE	02/03/26
SCALE	1"=40'
BMA#	3824
FILE\3824\3824 PLANSET	

SHEET C-121

s:\3824 - groveland road\01-drafting\01-dwgs\01-production\3824 - planset.dwg-7/9/2026

s:\3824 - groveland road\01-drafting\01-dwgs\01-production\3824 - planset.dwg-7/9/2026
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25-YEAR STORM EVENT
EXISTING CONDITIONS WITH DEANA ROAD IMPROVEMENTS:
Q=39.13-CFS
MAX WATER ELEVATION=18.85
POST DEVELOPMENT:
Q=45.95MAX WATER ELEVATION=18.82

25-YEAR STORM EVENT
EXISTING CONDITIONS WITH DEANA ROAD IMPROVEMENTS:
Q=15.08-CFS
MAX WATER ELEVATION=19.00
POST DEVELOPMENT:
Q=20.75-CFS
MAX WATER ELEVATION=18.95

25-YEAR STORM EVENT
EXISTING CONDITIONS WITH DEANA ROAD IMPROVEMENTS:
Q=3.73-CFS
MAX WATER ELEVATION=19.28
POST DEVELOPMENT:
Q=3.53-CFS
MAX WATER ELEVATION=19.28

25-YEAR STORM EVENT
EXISTING CONDITIONS WITH DEANA ROAD IMPROVEMENTS:
Q=18.63-CFS
MAX WATER ELEVATION=18.97
POST DEVELOPMENT:
Q=17.78-CFS
MAX WATER ELEVATION=18.95

SCALE: 1'=40'

SITE CONTROL / BENCH MARK TABLE
BM1 1/2" REBAR WITH BLUE CAP N= 332,291.1490 E= 1005482.7240 ELEV= 20.39'

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WILLOW SPRINGS SUBDIVISION
CROSSPOINT CAPITAL LLC
OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI

GRADING & DRAINAGE PLAN

CAD	NLG
ENG	BJS
DATE	02/03/26
SCALE	1"=40'
BMA#	3824
FILE\3824\3824 PLANSET	

SHEET
C-131

THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.

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ZONE X

ZONE X (SHADED)

PIDN 60123030.100
CITY OF OCEAN SPRINGS
1491 DEANA RD

PIDN 61495012.000
O'KEEFE CONNOR P &
O'KEEFE LAUREN T
3829 TIMBER LAKE DR

PIDN 61495011.000
THOMPSON GLORIA N
3920 TIMBER LAKE DR

PIDN 61495010.000
MILLER JAMES J & LYNN A
3918 TIMBER LAKE DR

PIDN 61495009.000
WOODEN CRYSTAL D
3916 TIMBER LAKE DR

PIDN 61495008.000
CARD CAMERON R &
GONG YANGLIN
3914 TIMBER LAKE DR

PIDN 61495007.000
BROWN DARREN T & PATRICIA M
3912 TIMBER LAKE DR

PIDN 61495006.000
HOLLADAY HAROLD GENE
3910 TIMBER LAKE DR

PIDN 61495005.000
ROBINSON JASON M
3908 TIMBER LAKE DR

PIDN 61495004.000
CARD CAMERON ROBERT &
GONG YANGLIN
3906 TIMBER LAKE DR

PIDN 61495003.000
ARMSTRONG LISA B
3904 TIMBER LAKE DR

PIDN 61495002.000
BROWN-DAUGHTERY RUBY LENE
3902 TIMBER LAKE DR

PIDN 61495001.000
THE SJP GROUP INC
3900 TIMBER LAKE DR

TIMBER LAKE RD

CONC. DITCH

PIDN 61068020.000
JACKSON STEVEN MATTHEW &
JACKSON CHRISTY SHARP
1318 DEANA RD

PIDN 61068021.000
WATSON MICHAEL K
WATSON CHRISTIE
1316 DEANA RD

PIDN 61068022.000
CAMPBELL YULETTE & TREVOR
1314 DEANA RD

PIDN 61068023.000
HECKLER GABRIELLE M
1312 DEANA RD

PIDN 61068024.000
MANGE DARLENE
1310 DEANA RD

PIDN 61068025.000
GATHOF MATTHEW
1308 DEANA RD

PIDN 61068026.000
DRAGONFLY RENTALS LLC
1306 DEANA RD

PIDN 61068027.000
NEWSOME FREDERICK ROMAN
& SANDRA
1304 DEANA RD

PIDN 61068028.000
LASSALLE HOWARD
1302 DEANA RD

PIDN 61068029.000
INSALACO BRUCE
4069 GROVELAND RD

DEANA RD.

PIDN 60123040.000
CROSSPOINT CAPITAL LLC

N89°35'39"E – 251.55'

R= 37.00'
L= 58.23'
Δ= 90°10'20"

R= 37.00'
L= 58.14'
Δ= 90°01'35"

S0°22'46"E – 161.97'

N0°34'40"W – 473.45'

S89°52'40"W – 244.36'

R= 80.00'
L= 126.02'
Δ= 90°15'27"

GROVELAND RD. (ASPHALT ROADWAY)

PIDN 61034117.000
POLITE AMY C
3900 BAYWOOD LN

PIDN 61034138.000
EASTER MIRIAM L
EASTER HOWARD
4000 MEADOW OAK LN

PIDN 61034137.000
BENSON-PRICE FAMILY
TRUST 2015
4002 MEADOW OAK LN

PIDN 61034136.000
REID BLAKE L &
ASHLEY L
4004 MEADOW OAK LN

PIDN 61034135.000
NOVAK DORIAN R
4006 MEADOW OAK LN

PIDN 61034134.000
TIBLIER SANDRA JEAN
TIBLIER JAMES
4008 MEADOW OAK LN

PIDN 61034133.000
SCHENA KRISTEN RENE
14491 LONGWOOD CIR

PIDN 60126140.000
THE SAILS APARTMENTS OF OCEAN SPRINGS LLC
1200 DEANA RD

SCALE: 1"=40'

SITE CONTROL / BENCH MARK TABLE
BM1 1/2" REBAR WITH BLUE CAP N= 332,291.1490 E= 1005482.7240 ELEV= 20.39'

EROSION CONTROL LEGEND

- TEMP. CONSTRUCTION ENTRANCE
- STRAW WATTLE
- SILT FENCE
- INLET PROTECTION
- DRAINAGE FLOW ARROW

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3221 Market Street
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SEAL

PRELIMINARY

REV	DATE	BY

WILLOW SPRINGS SUBDIVISION
CROSSPOINT CAPITAL LLC
OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI

EROSION CONTOL PLAN

CAD	NLG
ENG	BJS
DATE	02/03/26
SCALE	1"=40'
BMA#	3824
FILE\3824\3824 PLANSET	

SHEET
C-141

THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.

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SCALE: 1"=40'

SITE CONTROL / BENCH MARK TABLE

BM1	1/2" REBAR WITH BLUE CAP N= 332,291.1490 E= 1005482.7240 ELEV= 20.39'

ZONE X

ZONE X (SHADED)

PIDN 60123030.100
CITY OF OCEAN SPRINGS
1491 DEANA RD

PIDN 61495012.000
O'KEEFE CONNOR P &
O'KEEFE LAUREN T
3829 TIMBER LAKE DR

PIDN 61495011.000
THOMPSON GLORIA N
3920 TIMBER LAKE DR

PIDN 61495010.000
MILLER JAMES J & LYNN A
3918 TIMBER LAKE DR

PIDN 61495009.000
WOODEN CRYSTAL D
3916 TIMBER LAKE DR

PIDN 61495008.000
CARD CAMERON R &
GONG YANGLIN
3914 TIMBER LAKE DR

PIDN 61495007.000
BROWN DARREN T & PATRICIA M
3912 TIMBER LAKE DR

PIDN 61495006.000
HOLLADAY HAROLD GENE
3910 TIMBER LAKE DR

PIDN 61495005.000
ROBINSON JASON M
3908 TIMBER LAKE DR

PIDN 61495004.000
CARD CAMERON ROBERT &
GONG YANGLIN
3906 TIMBER LAKE DR

PIDN 61495003.000
ARMSTRONG LISA B
3904 TIMBER LAKE DR

PIDN 61495002.000
BROWN-DAUGHTERY RUBY LENE
3902 TIMBER LAKE DR

PIDN 61495001.000
THE SJP GROUP INC
3900 TIMBER LAKE DR

TIMBER LAKE RD

CONC. DITCH

60' ROW

118.12'

PIDN 61068020.000
JACKSON STEVEN MATTHEW &
JACKSON CHRISTY SHARP
1318 DEANA RD

PIDN 61068021.000
WATSON MICHAEL K
WATSON CHRISTIE
1316 DEANA RD

PIDN 61068022.000
CAMPBELL YULETTE & TREVOR
1314 DEANA RD

PIDN 61068023.000
HECKLER GABRIELLE M
1312 DEANA RD

PIDN 61068024.000
MANGE DARLENE
1310 DEANA RD

PIDN 61068025.000
GATHOF MATTHEW
1308 DEANA RD

PIDN 61068026.000
DRAGONFLY RENTALS LLC
1306 DEANA RD

PIDN 61068027.000
NEWSOME FREDERICK ROMAN
& SANDRA
1304 DEANA RD

PIDN 61068028.000
LASSALLE HOWARD
1302 DEANA RD

PIDN 61068029.000
INSALACO BRUCE
4069 GROVELAND RD

DEANA RD.

PIDN 60123040.000
CROSSPOINT CAPITAL LLC

PIDN 61034117.000
POLITE AMY C
3900 BAYWOOD LN

PIDN 61034138.000
EASTER MIRIAM
EASTER HOWARD L IV
4000 MEADOW OAK LN

PIDN 61034137.000
BENSON-PRICE FAMILY
REVOCABLE TRUST
4002 MEADOW OAK LN

PIDN 61034136.000
REID BLAKE L &
ASHLEY L
4004 MEADOW OAK LN

PIDN 61034135.000
NOVAK DORIAN R
4006 MEADOW OAK LN

PIDN 61034134.000
TIBLIER SANDRA JEAN
TIBLIER JAMES
4008 MEADOW OAK LN

PIDN 61034133.000
SCHENA KRISTEN RENE
14491 LONGWOOD CIR

PIDN 60126140.000
THE SAILS APARTMENTS OF OCEAN SPRINGS LLC
1200 DEANA RD

GROVELAND RD. (ASPHALT ROADWAY)

SANITARY MANHOLE - 518LT.
STA. 5+18, -20.8' LT.
TOP= 19.27
INV. E= 13.88 (8" PVC)
INV. S= 13.88 (8" PVC)

SANITARY MANHOLE - 776LT.
STA. 7+76, -16.8' LT.
TOP= 19.32
INV. W= 14.94 (8" PVC)

FIRE HYDRANT ASSEMBLY REQ'D

265 LF - 8" PVC @ 0.40%

N89°35'39"E – 251.55'

R= 37.00'
L= 58.23'
Δ= 90°10'20"
(2) 8" 45° BENDS

R= 37.00'
L= 58.14'
Δ= 90°01'35"
(2) 8" 45° BENDS

SINGLE WATER SERVICE (TYP.)

SANITARY MANHOLE - 875LT.
STA. 8+75, -16.0' LT.
TOP= 20.21
INV. S= 15.79 (8" PVC)

136 LF - 8" PVC @ 0.40%

S0°22'46"E – 161.97'

DOUBLE SEWER SERVICE (TYP.)

316 LF - 8" PVC @ 0.40%

N0°34'40"W – 473.45'

SINGLE SEWER SERVICE (TYP.)

(2) 8" 45° BENDS
R= 80.00'
L= 126.02'
Δ= 90°15'27"

S89°52'40"W – 244.36'

SANITARY MANHOLE - 1009LT.
STA. 10+09, -16.3' LT.
TOP= 20.89
INV. N= 15.25 (8" PVC)
INV. SW= 15.25 (8" PVC)

221 LF - 8" PVC @ 0.40%

8" TEE

250 LF - 8" PVC @ 0.40%

DOUBLE WATER SERVICE (TYP.)

FIRE HYDRANT ASSEMBLY REQ'D

SANITARY MANHOLE - 1118LT.
STA. 11+18, -17.0' LT.
TOP= 21.29
INV. NE= 14.77 (8" PVC)
INV. W= 14.77 (8" PVC)

SANITARY MANHOLE - 2+12RT.
STA. 2+12, 8.0' RT.
TOP= 19.50
INV. E= 13.77 (8" PVC)
INV. N= 12.62 (8" PVC)
INV. S= 12.62 (8" PVC)

200 LF - 8" PVC @ 0.40%

8" TAPPING SLEEVE AND VALVE

EXIST 12" SS

EXIST. SANITARY MANHOLE
TOP= 20.08
INV. N= 11.82 (8" PVC) CORE DRILL NEW INVERT
INV. S= 11.28 (12" PVC)
INV. W= 11.28 (12" PVC)

EXIST 12" SS

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www.bmaengineers.com

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(228)864-7612

131 Rue Magnolia
Biloxi, MS 39530
(228)406-7612

3221 Market Street
Pascagoula, MS 39567
(228)864-7612

SEAL

PRELIMINARY

REV	DATE	BY

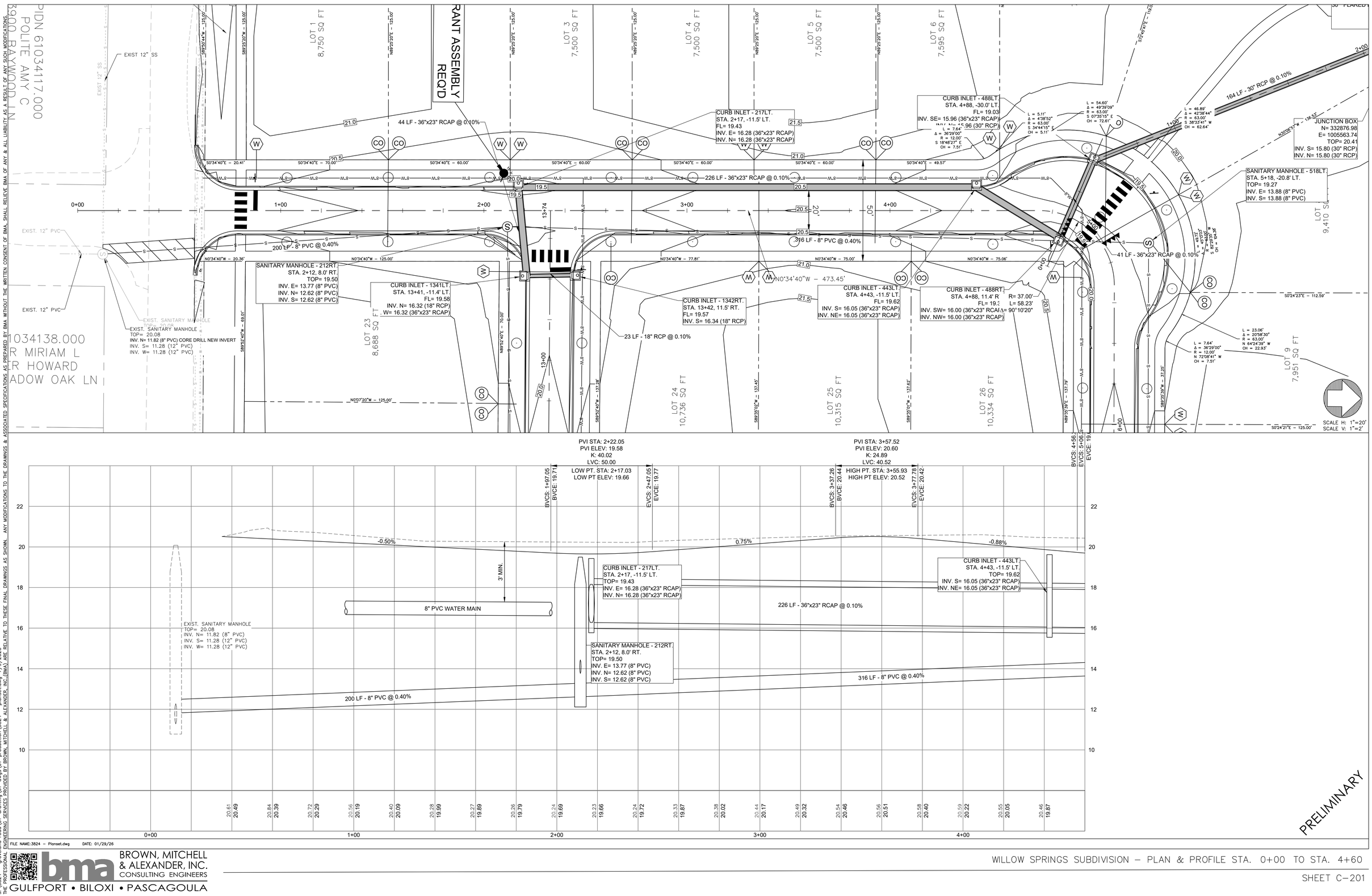
WILLOW SPRINGS SUBDIVISION
CROSSPOINT CAPITAL LLC
OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI

SITE UTILITY PLAN

CAD	NLG
ENG	BJS
DATE	02/03/26
SCALE	1"=40'
BMA #	3824
FILE	3824\3824 PLANSET

SHEET
C-151

THESE PLANS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.



PRELIMINARY

FILE NAME:3824 – Planset.dwg DATE: 01/29/26

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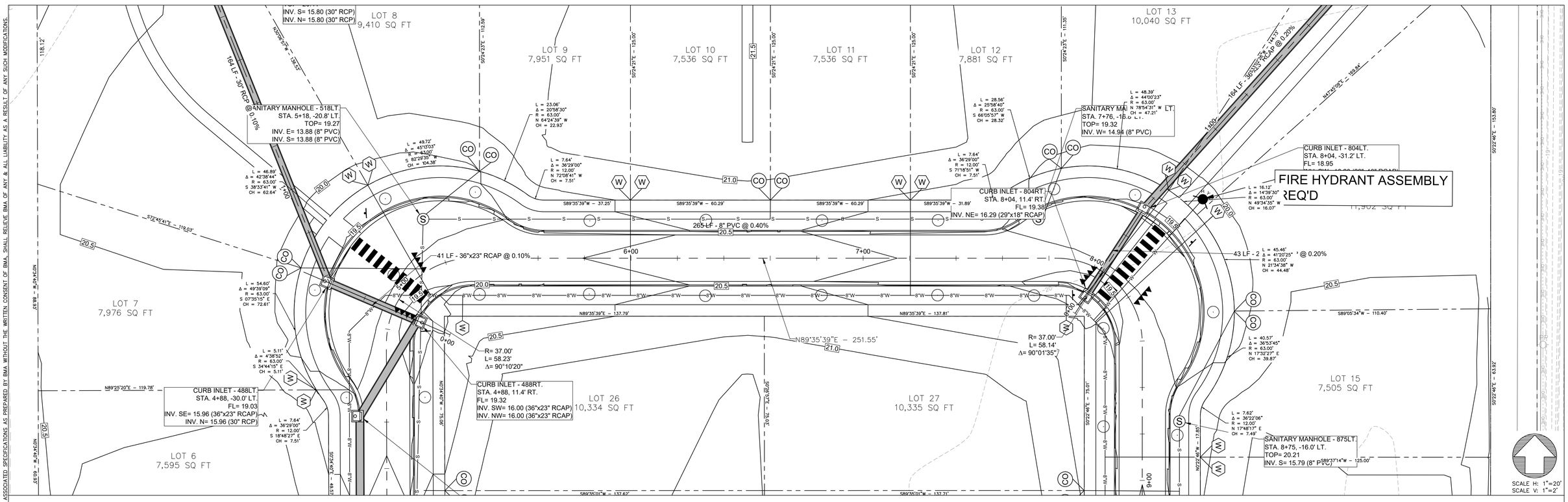
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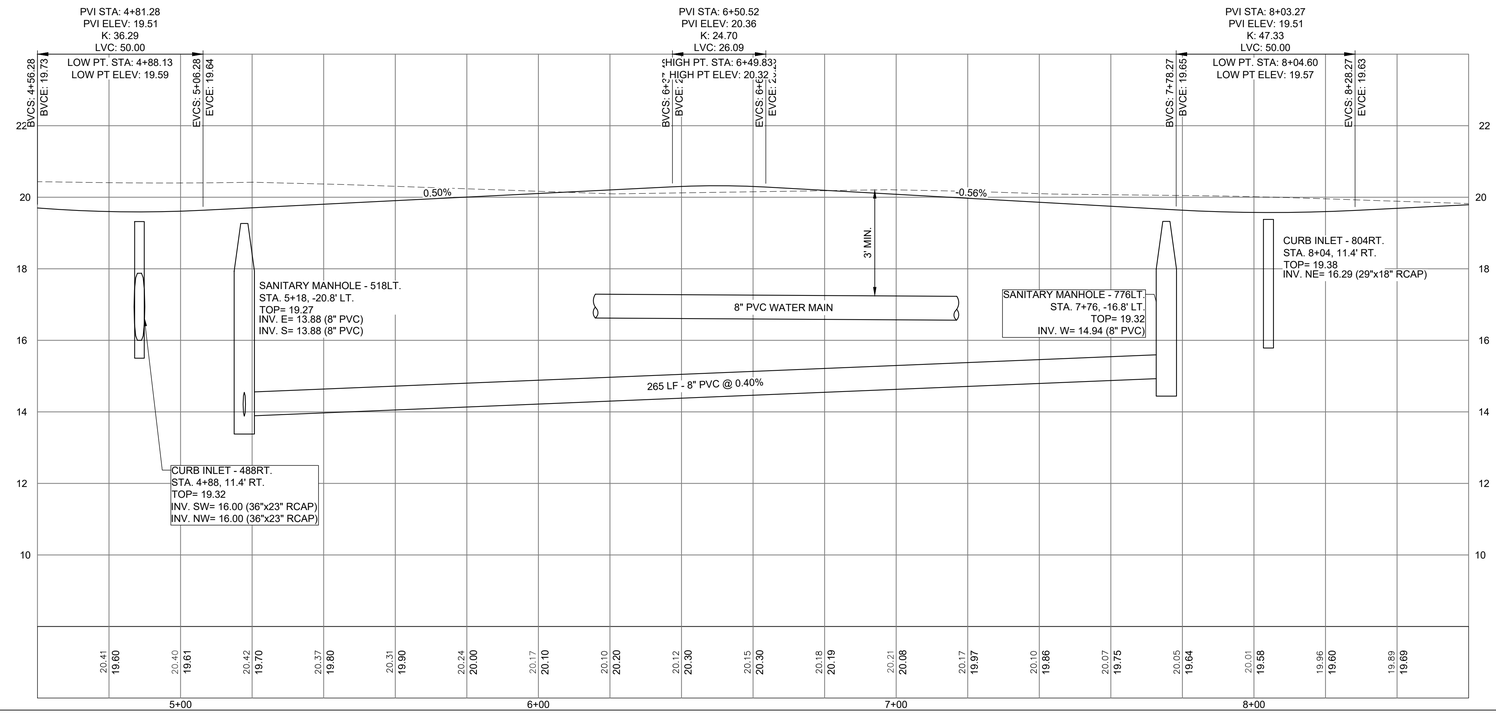
SHEET C–201

THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC. (BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS BY ANY PARTY OTHER THAN BMA SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.

s:\3824 – groveland road\01–drafting\01–dwgs\01–production\3824 – planset.dwg–7/9/2026

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PRELIMINARY

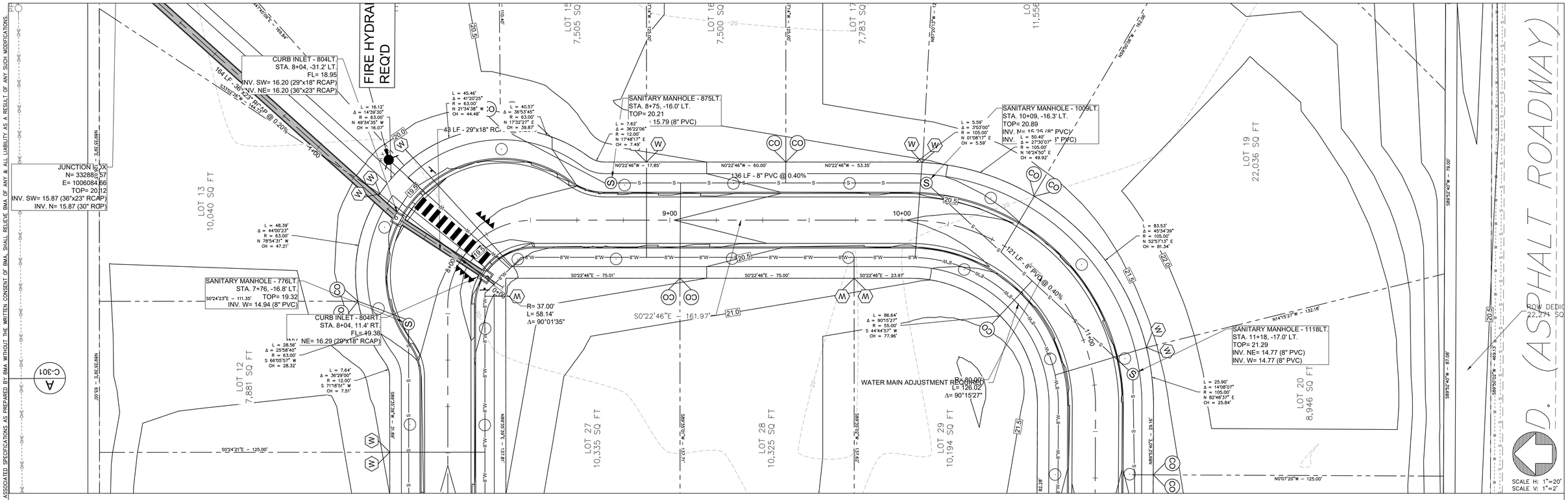
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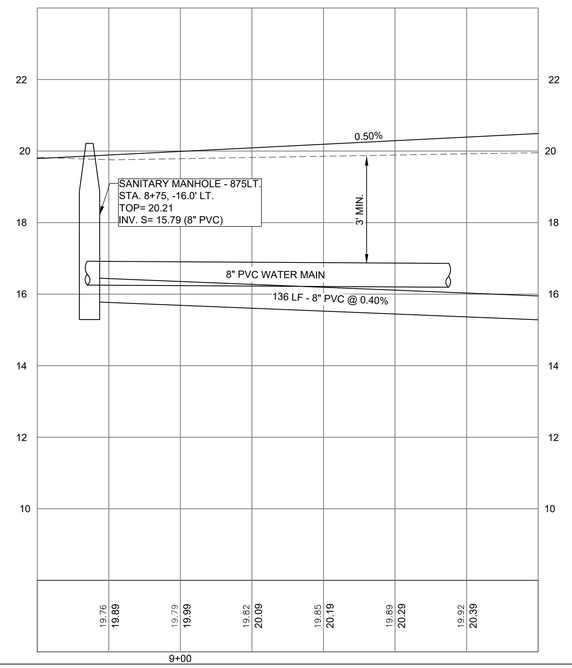
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WILLOW SPRINGS SUBDIVISION – PLAN & PROFILE STA. 4+60 TO STA. 8+60

SHEET C–202





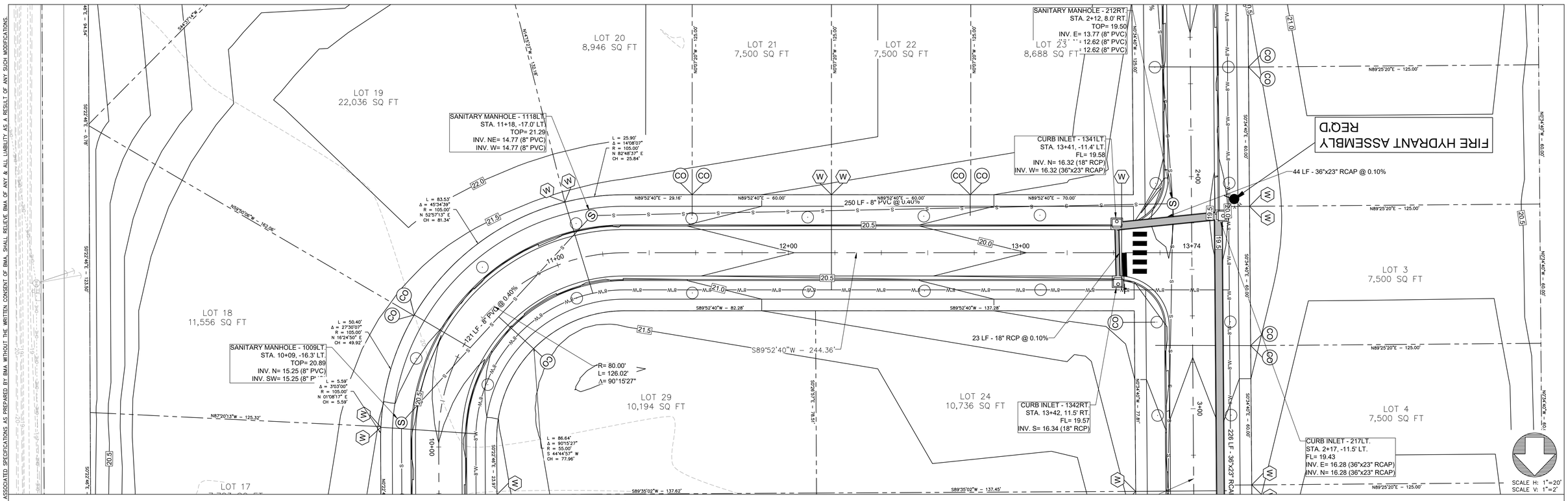
PRELIMINARY

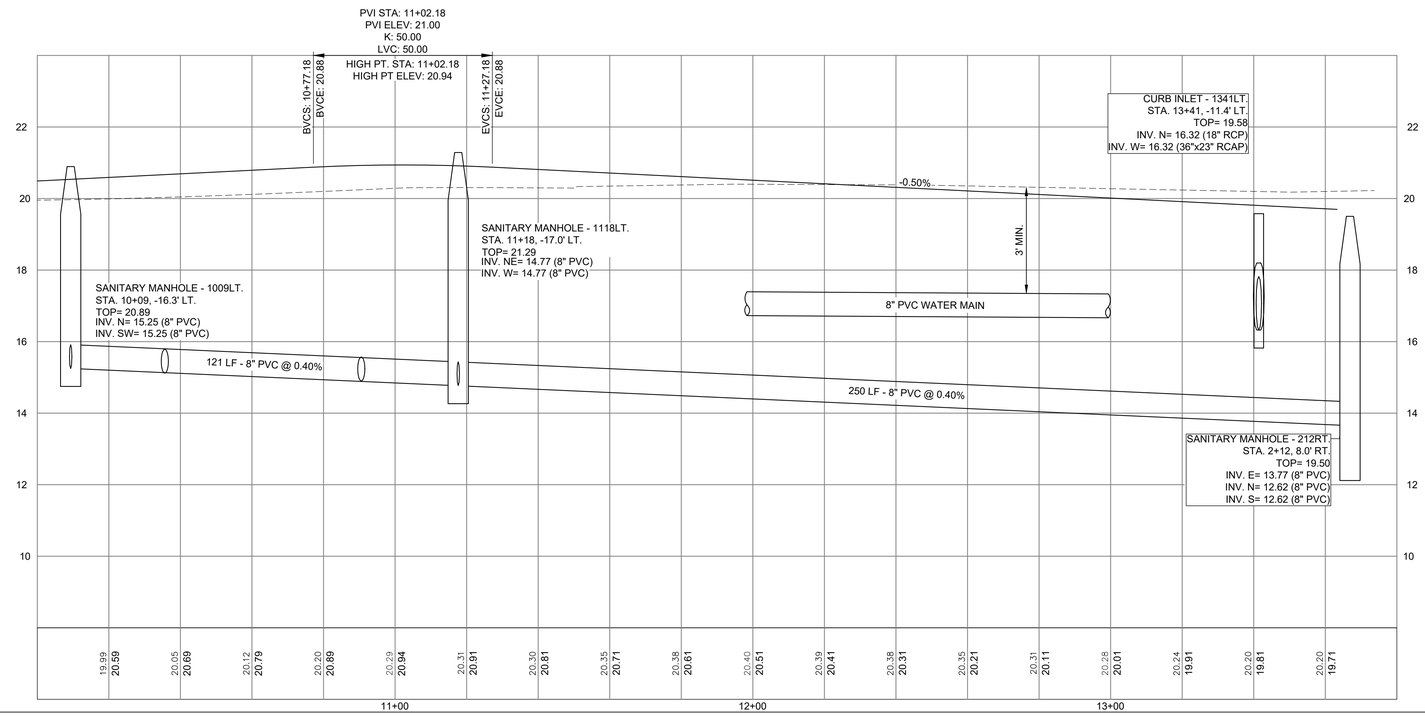
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THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.

FILE NAME:3824 – Planset.dwg DATE: 01/29/26

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PRELIMINARY

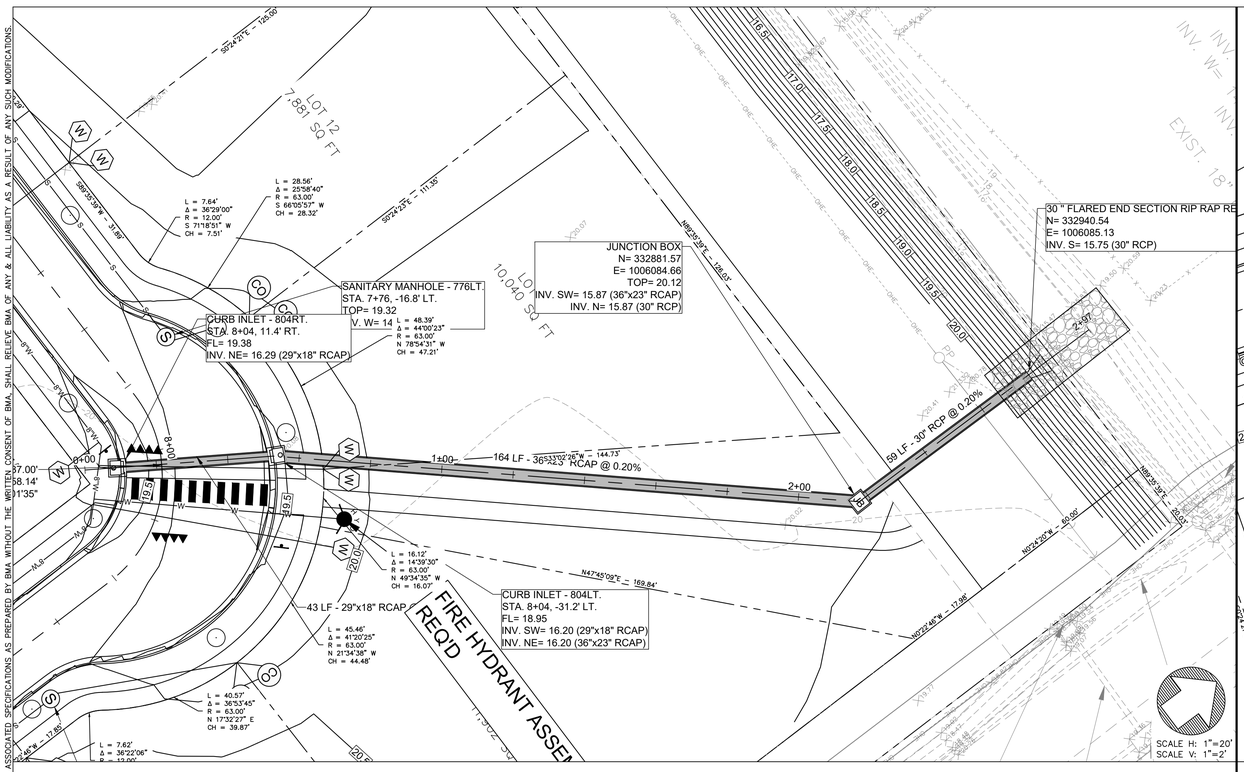
FILE NAME:3824 – Planset.dwg DATE: 01/29/26

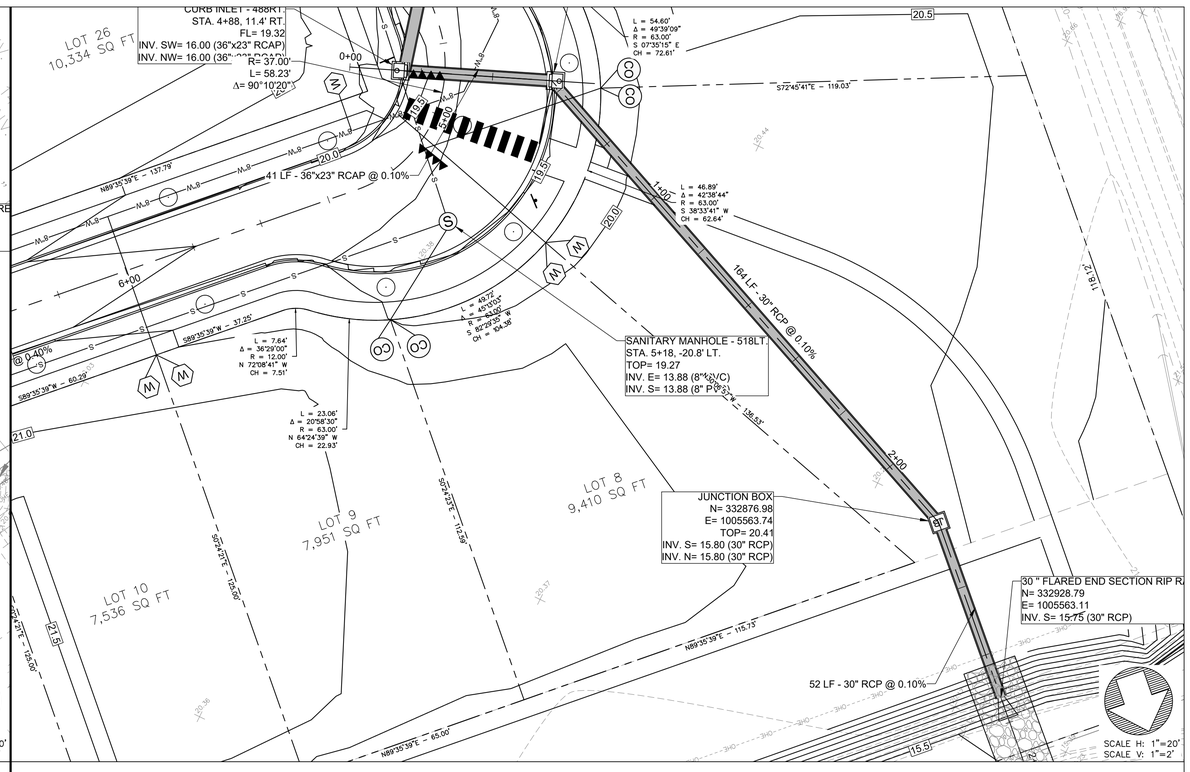
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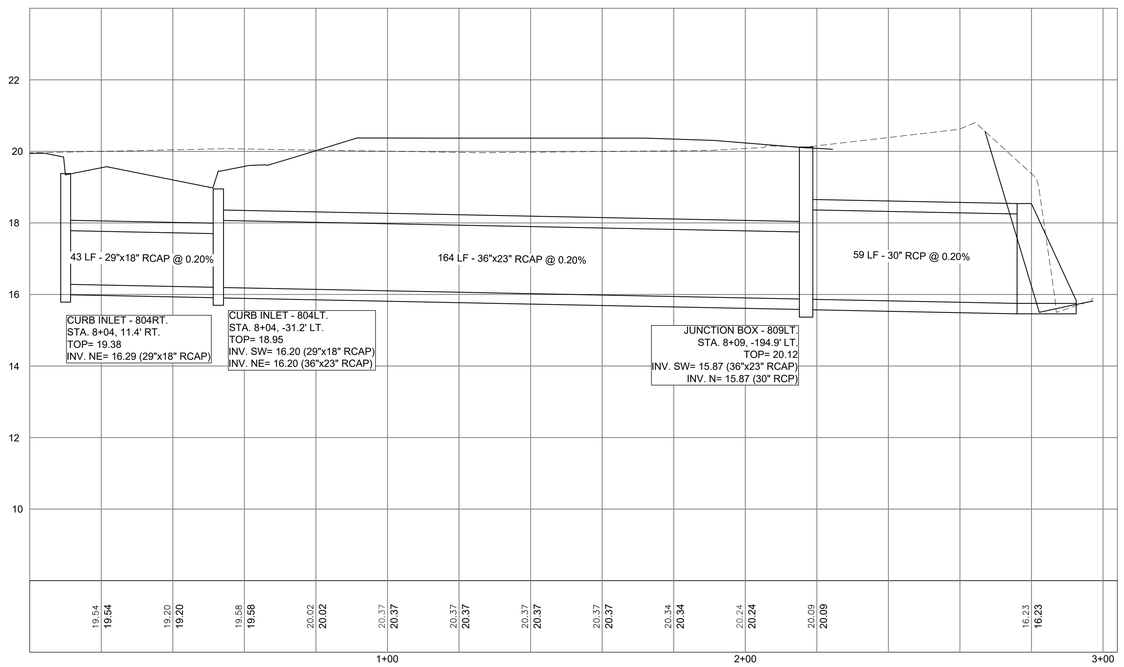
WILLOW SPRINGS SUBDIVISION – PLAN & PROFILE STA. 10+00 TO STA. 14+00

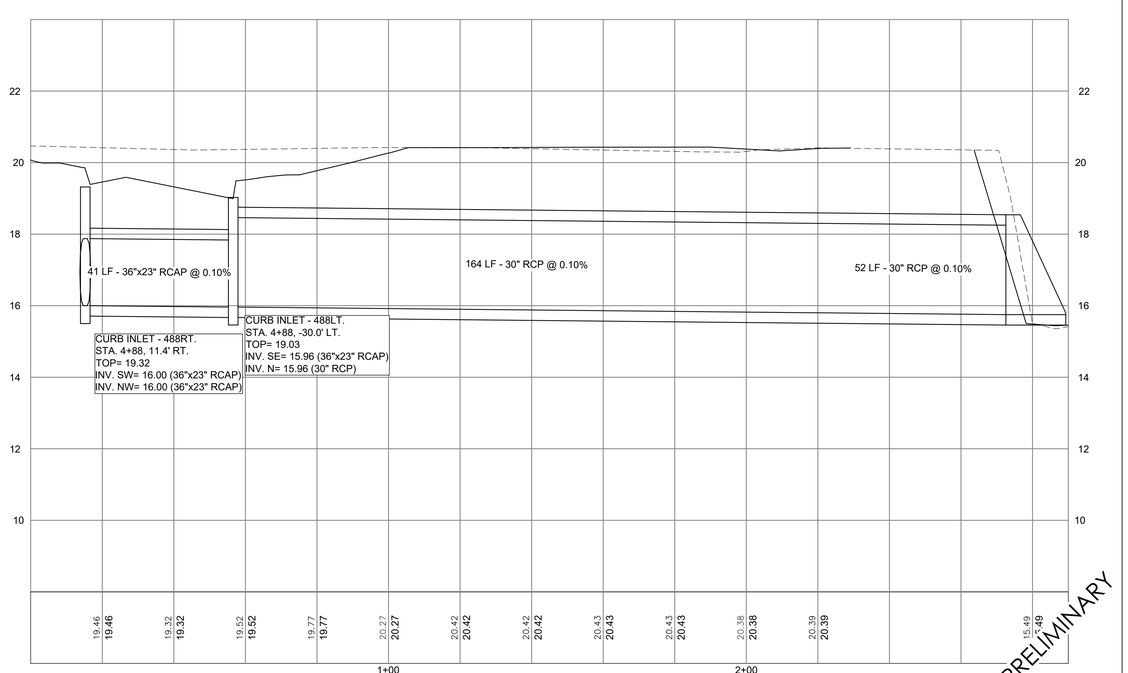
SHEET C–204

THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.









FILE NAME:3824 – Planset.dwg DATE: 01/29/26

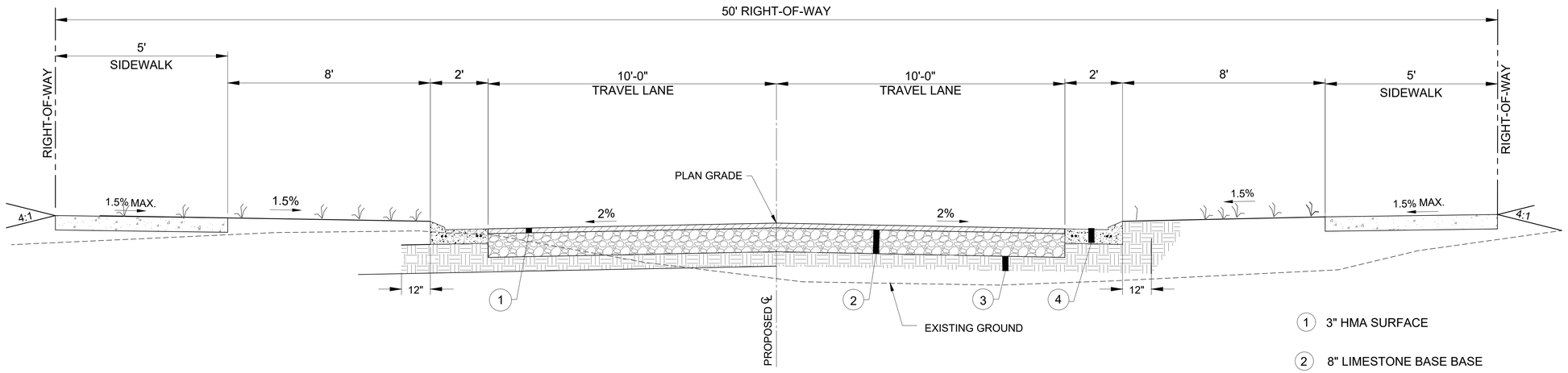
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WILLOW SPRINGS SUBDIVISION – PLAN & PROFILE STA. TO STA.

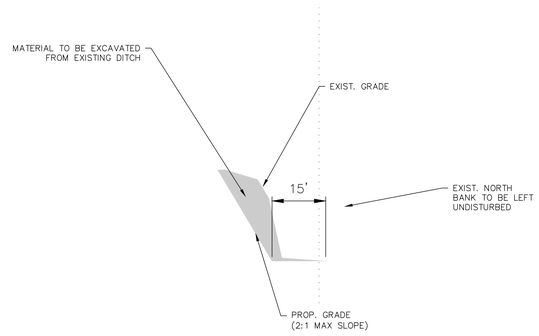
SHEET C–205

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ROAD SECTION

1. 3" HMA SURFACE
2. 8" LIMESTONE BASE BASE
3. 6" PREPARED SUBGRADE (COMPACTED TO 95% MODIFIED PROCTOR)
4. 2' MOUNTABLE CURB & GUTTER



A C-301 SECTION 'A'
SCALE H: 1" = 20' SCALE V: 1" = 4'

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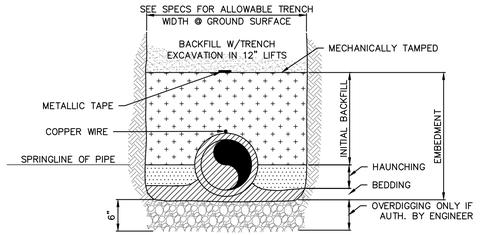
WILLOW SPRINGS SUBDIVISION
CROSSPOINT CAPITAL LLC
OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI

TYPICAL SECTIONS

CAD	NLG
ENG	BJS
DATE	02/03/26
SCALE	1"=40'
BMA#	3824
FILE\3824\3824 PLANSET	

SHEET C-301

\3824 - groveland road\01-drafting\01-dwgs\01-production\3824 - planset.dwg-7/9/2026
THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.



TYPICAL PIPE EMBEDMENT & BACKFILL

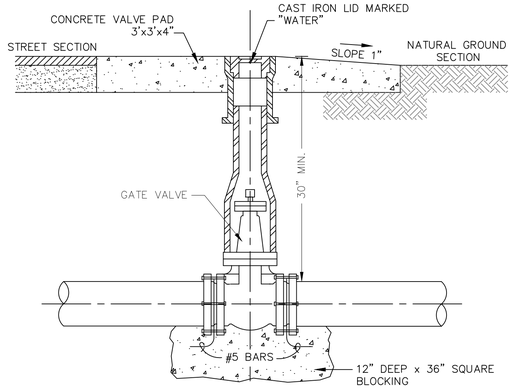
N.T.S.

FOR WATER MAINS, FORCE MAINS, GRAVITY SEWERS & CULVERT PIPE

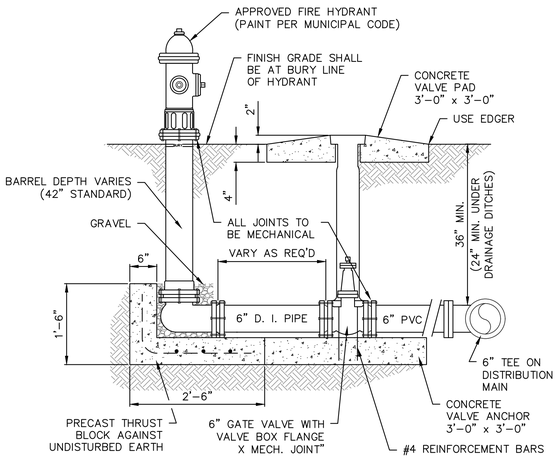
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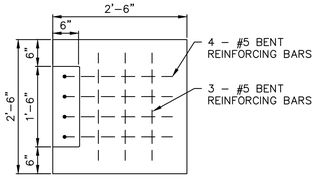
PIPE EMBEDMENT AND BACKFILL

1. SHOULD ENGINEER DETERMINE THAT THE NATIVE MATERIAL AT THE BOTTOM OF THE TRENCH IS NOT A SUITABLE FOUNDATION FOR THE PIPE. HE MAY AUTHORIZE OVERDIGGING. THE TRENCH A DEPTH OF 6 INCHES AND REPLACE WITH A SELECT FOUNDATION MATERIAL.
2. GENERALLY, LOOSE MATERIAL LEFT NY THE EXCAVATOR WILL BE ADEQUATE FOR BEDDING THE PIPE SO THAT IT IS FULLY SUPPORTED.
3. THE HAUNCHING MATERIAL SHALL BE NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION AND THOROUGHLY COMPACTED TO THE SPRING LINE OF THE PIPE AND EXTENDING TO THE SIDE WALLS OF THE TRENCH. A MINIMUM 85 PERCENT STANDARD PROCTOR WILL BE CONSIDERED ADEQUATE COMPACTION.
4. THE INITIAL BACKFILL (NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION) MAY THEN PROCEED TO A HEIGHT OF 12 INCHES ABOVE THE TOP OF THE PIPE AND MECHANICALLY TAMPERED. FURTHER BACKFILL SHALL NOT PROCEED UNTIL INITIAL BACKFILL HAS BEEN OBSERVED BY ENGINEER.
5. SHOULD ENGINEER DETERMINE THAT THE NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION IS NOT SUITABLE FOR EMBEDMENT, HE MAY AUTHORIZE THE USE OF A SELECT BEDDING MATERIAL.
6. FURTHER BACKFILL UTILIZING MATERIAL FROM TRENCH EXCAVATION MAY THEN PROCEED TO THE ORIGINAL GROUND SURFACE IN 12 INCH LIFTS COMPACTED TO ELIMINATE AIR VOIDS. IN AREAS WHERE THE GROUND SURFACE IS TO RECEIVE PAVEMENT, A MINIMUM 85 PERCENT STANDARD PROCTOR FOR EACH LIFT SHALL BE CONSIDERED ADEQUATE COMPACTION.
7. CONTRACTOR SHALL MAINTAIN TRENCH BACKFILL AT ORIGINAL GROUND SURFACE UNTIL FINAL ACCEPTANCE OF THE WORK.
8. ALL SURPLUS MATERIALS NOT USED IN BACKFILLING SHALL BE REMOVED AND DISPOSED BY CONTRACTOR AT HIS OWN EXPENSE.
9. METALLIC TAPE WILL BE PLACED IN THE BACKFILL 12 INCHES ABOVE THE TOP OF PVC WATER MAINS, SEWAGE FORCE MAINS, AND PVC GRAVITY SEWER MAINS WITH LETTERING FACE UP



TYPICAL GATE VALVE ASSEMBLY

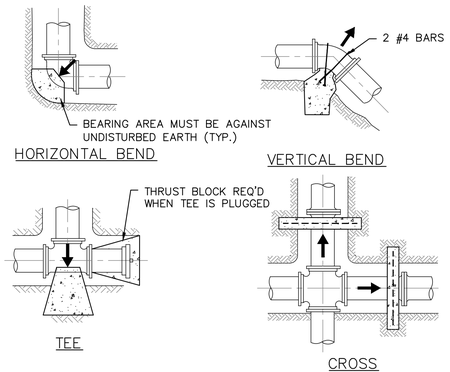




THRUST BLOCK PLAN

FIRE HYDRANT ASSEMBLY

N.T.S.



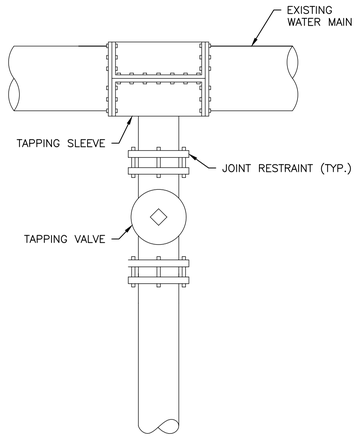
BEARING AREAS FOR THRUST BLOCKING
IN SQUARE FEET

FITTING:	4" DIA.	6" DIA.	8" DIA.	10" DIA.	12" DIA.	14" DIA.
TEES	2.0	2.5	4.7	5.0	7.0	9.0
90°	2.0	2.7	6.7	7.2	10.4	12.7
45°	1.0	1.5	3.6	3.9	5.6	6.9
22 1/2°	1.0	1.0	1.8	2.0	2.9	3.5

THRUST BLOCKING

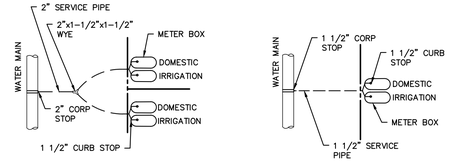
N.T.S.

NOTE:
1. ALL FITTINGS SHALL BE COVERED WITH A GEOTEXTILE FABRIC PRIOR TO POURING CONCRETE THRUST BLOCKING



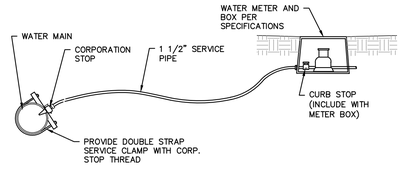
TAPPING VALVE & SLEEVE DETAIL

N.T.S.

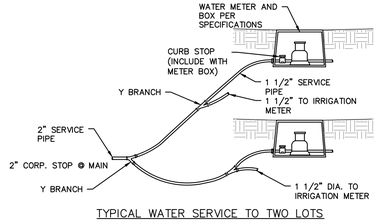


PLAN–TYPICAL DOUBLE SERVICE

PLAN–TYPICAL SINGLE SERVICE



TYPICAL WATER SERVICE TO ONE LOT



TYPICAL WATER SERVICE TO TWO LOTS

WATER SERVICE DETAIL

N.T.S.

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131 Rue Magnolia Biloxi, MS 39530 (228)436-7612
3221 Market Street Pascagoula, MS 39567 (228)864-7612
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SEAL

PRELIMINARY

REV	DATE	BY

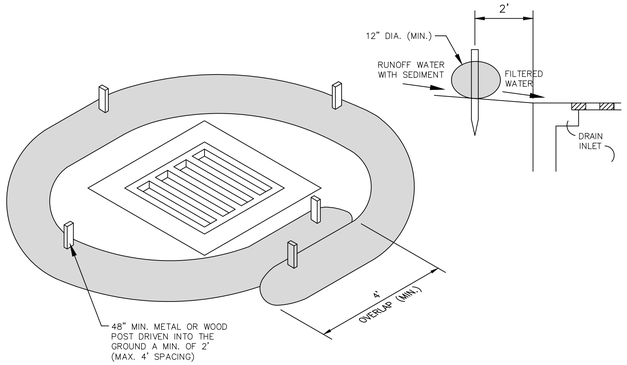
WILLOW SPRINGS SUBDIVISION
CROSSPOINT CAPITAL LLC
OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI

EXISTING CONDITIONS / DEMOLITION PLAN

CAD	NLG
ENG	BJS
DATE	02/03/26
SCALE	1"=40'
BMA#	3824
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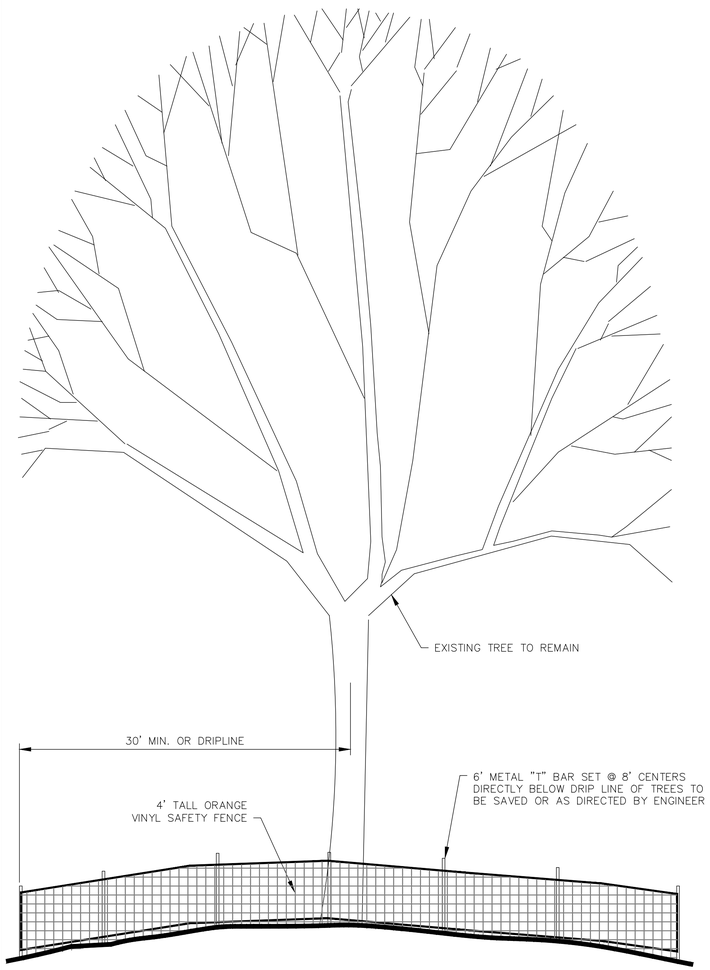
SHEET
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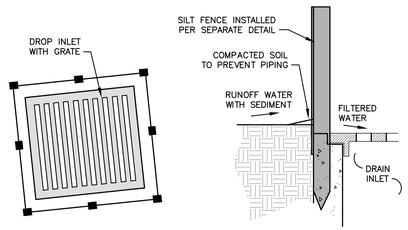
STRAW WATTLE INLET PROTECTION (C)

CONTRACTOR MAY USE EITHER TYPE OF INLET PROTECTION AS APPROPRIATE

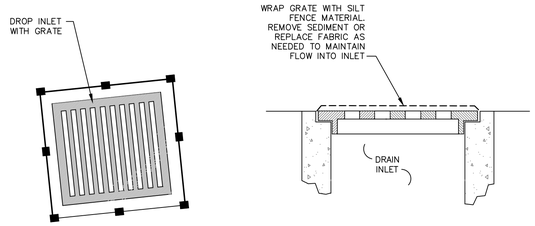


TREE PROTECTION FENCE DETAIL

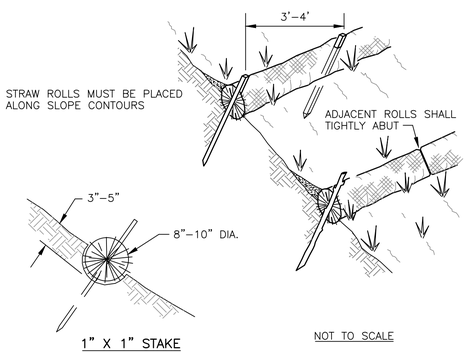
SCALE: 1" = 5'



STORM DRAIN INLET PROTECTION



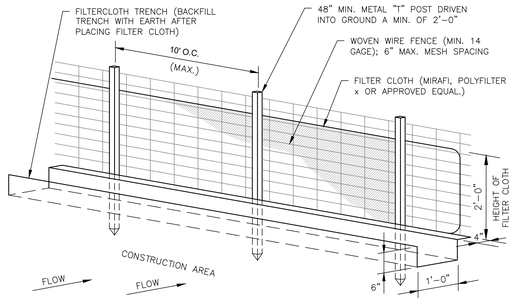
STORM DRAIN INLET PROTECTION (B)



NOT TO SCALE

NOTE:
1. STRAW ROLL INSTALLATION REQUIRES THE PLACEMENT AND SECURE STAKING OF THE ROLL IN A TRENCH, 3"-5" DEEP, DUG ON CONTOUR. RUNOFF MUST NOT BE ALLOWED TO RUN UNDER OR AROUND ROLL.

STRAW ROLL WATTLE DETAIL

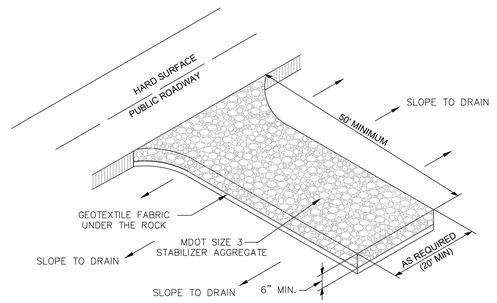


CONSTRUCTION SPECIFICATIONS

INSTALLATION:
1. USE STEEL "T" POSTS THAT ARE 5 FEET IN LENGTH.
2. INSTALL POSTS STARTING AT THE CENTER OF THE LOWEST POINT OF THE FENCE LINE. DRIVE POSTS 12 INCHES INTO THE GROUND.
3. INSTALL POSTS ON 10-FOOT CENTERS IF METAL MESH FENCING IS TO BE USED AS ADDITIONAL SUPPORT. IF NO METAL FENCING SUPPORT IS USED, THEN INSTALL POSTS ON 6-FOOT CENTER OR LESS.
4. EXCAVATE A TRENCH 4 INCHES DEEP BY 4 INCHES WIDE ON THE UPHILL SIDE OF THE FENCE POSTS.
5. STAPLE OR TIE SILT FENCE FABRIC TO POSTS ON UPHILL SIDE, LEAVING 8 INCHES ON THE BOTTOM TO EXTEND DOWN AND ACROSS THE BOTTOM OF THE TRENCH.
6. BACKFILL TRENCH AND TAMP DOWN OVER FABRIC.
7. ALLOW 6-INCH OVERLAP AT JOINTS.
8. MULCH BARE GROUND UPHILL OF SILT FENCE OR PROVIDE OTHER EROSION CONTROL MEASURES.

MAINTENANCE:
1. REMOVE ACCUMULATED SEDIMENT ALONG THE FENCE WHEN IT HAS REACHED A THIRD TO A HALF OF THE FENCE HEIGHT. DO NOT PLACE SEDIMENT ON THE DOWNHILL SIDE.
2. INSPECT WEEKLY AND AFTER EACH SIGNIFICANT STORM EVENT (GREATER THAN 1/2 INCH OF RAIN).
3. REMOVE FENCE WHEN AREA ABOVE THE FENCE HAS BEEN STABILIZED.
4. IF FABRIC IS TORN, THEN REPLACE WITH A NEW PIECE THAT STRETCHES TO POST ON EITHER SIDE OF THE TEAR.

SILT FENCE DETAIL



NOTES:

1. THE AREA OF THE CONSTRUCTION ENTRANCE SHALL BE EXCAVATED 6 INCHES DEEP, 50 FEET LONG AND SHALL EXTEND THE FULL WIDTH OF ANY VEHICULAR INGRESS AND EGRESS (MINIMUM 20 FEET) LOCATED ON THE SITE.
2. THE ENTRANCE SHALL BE PROPERLY MAINTAINED FOR THE DURATION OF THE PROJECT TO PREVENT THE TRACKING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. ALL MAINTENANCE AND REPAIRS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
3. THE ENTRANCE SHALL BE CHECKED ON A DAILY BASIS AND BEFORE & AFTER ANY RAINFALL EVENT FOR ANY DAMAGES. ANY DAMAGES FOUND SHALL BE REMEDIATED BEFORE THE DAYS END AT NO ADDITIONAL COST TO THE CITY.
4. THE ENTRANCE SHALL BE PROPERLY GRADED TO PREVENT THE FLOW OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS SHALL BE REMOVED IMMEDIATELY.
5. MEASURES SHALL BE TAKEN TO PREVENT VEHICULAR TRAFFIC FROM BYPASSING THE CONSTRUCTION ENTRANCE DURING INGRESS AND EGRESS.

CONSTRUCTION ENTRANCE DETAIL

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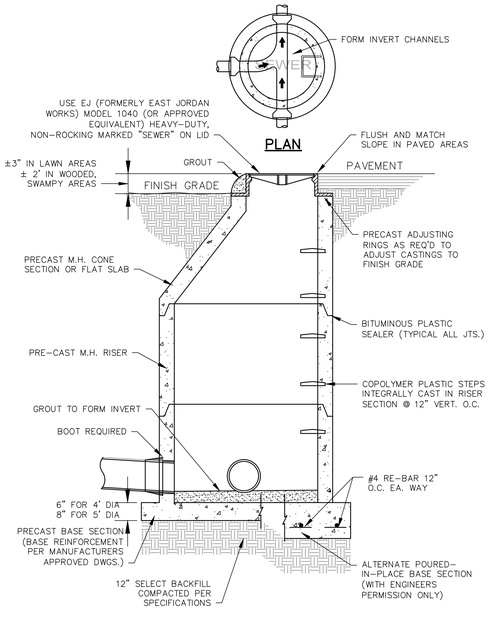
REV	DATE	BY

WILLOW SPRINGS SUBDIVISION
CROSSPOINT CAPITAL LLC
OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI

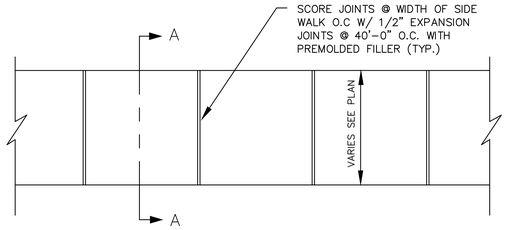
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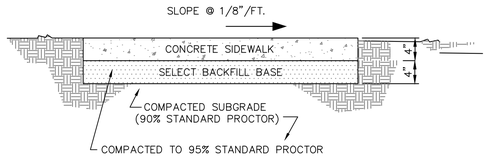
SHEET C-502



SEWER MANHOLE

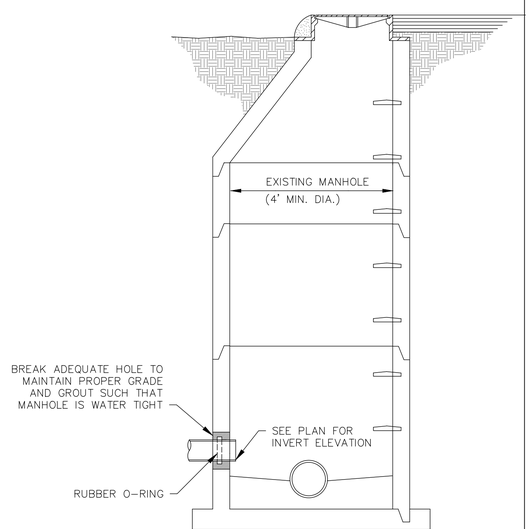


SIDEWALK PLAN



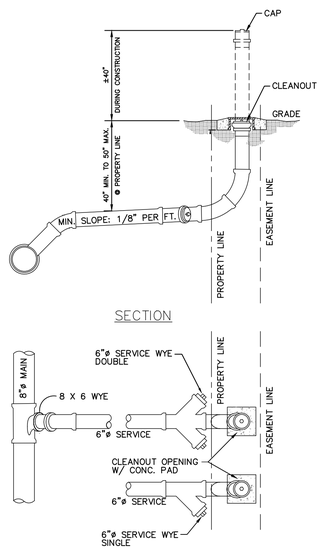
SECTION A-A

SIDEWALK DETAIL

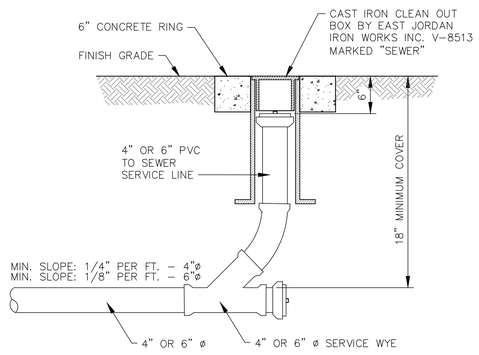


CONNECTION TO EXISTING MANHOLE

N.T.S.



TYPICAL SEWER SERVICE



NOTE: ADD CONCRETE RINGS TO CLEANOUTS IN RIGHT-OF-WAYS

SEWER CLEANOUT

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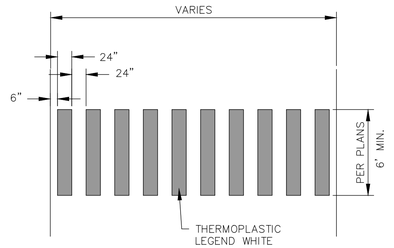
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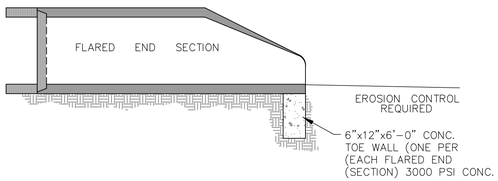
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SHEET
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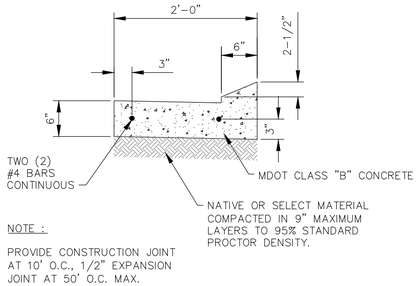


CROSSWALK MARKING DETAIL

SCALE: 1" = 5'



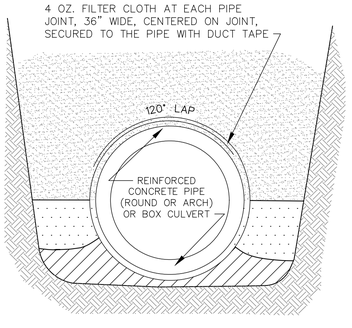
TOEWALL SECTION



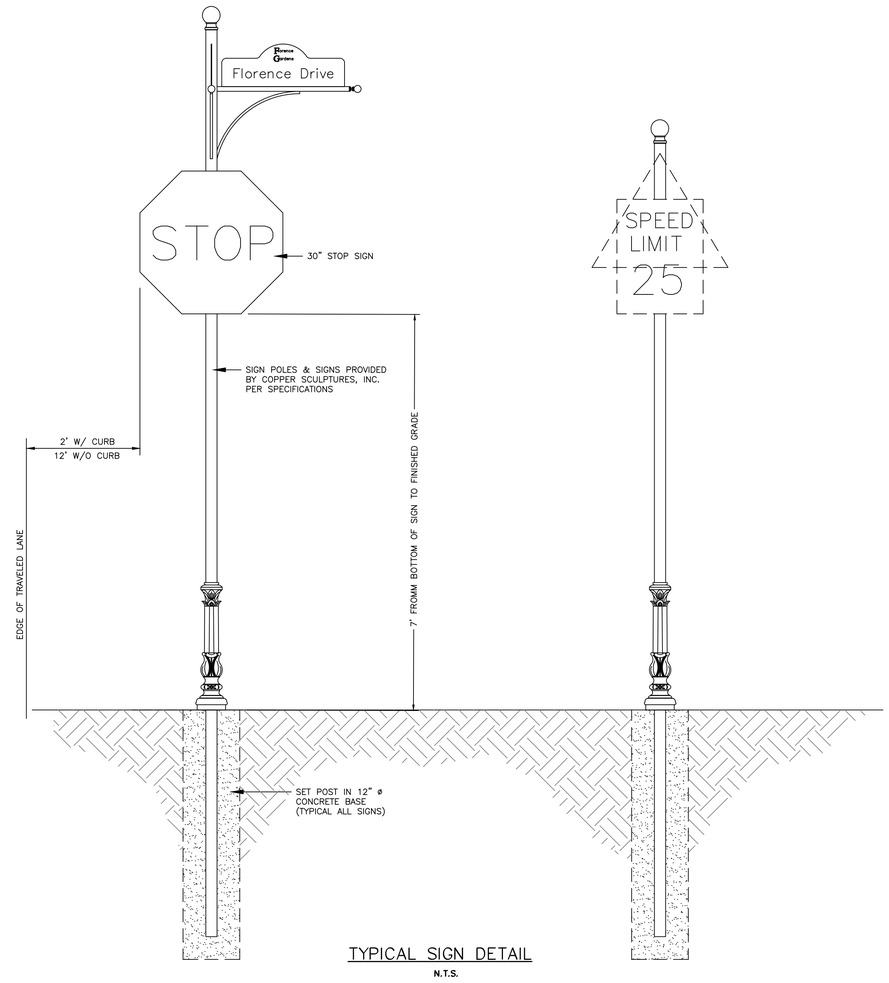
NOTE :

PROVIDE CONSTRUCTION JOINT AT 10' O.C., 1/2" EXPANSION JOINT AT 50' O.C. MAX.

MOUNTABLE CURB & GUTTER DETAIL



STORM DRAIN PIPE WRAP



TYPICAL SIGN DETAIL

N.T.S.

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CROSSPOINT CAPITAL LLC
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MISSISSIPPI STATE DEPARTMENT OF HEALTH

June 19, 2026

Mr. Nicholas L. Gant, P.E.
Brown, Mitchell & Alexander, Inc.
3103 Pascagoula Street
Pascagoula, MS 39567

RE: Willow Springs Subdivision, 29 Lots, City of Ocean Springs, PWS ID# 0300005, Jackson County, Initial MSDH Ref.# 122109

Dear Mr. Gant:

We have reviewed the information submitted in relation to the above referenced project and the plans and specifications are hereby approved.

The Division of Water Supply, Mississippi State Department of Health must be notified of the final inspection. To assure that a Division representative can be present, please notify the Division **in writing two weeks prior** to the inspection. When this project is completed, we will require:

Certification from you that the project has been constructed in substantial accordance with the approved specifications.

Records of satisfactory bacteriological results from an approved laboratory should be included with your certification.

One set of as-built plans.

If construction of this project has not been initiated within one year from this date, then this approval will be invalid and the project must be resubmitted.

Sincerely,

Wendy Ferrill

Wendy Ferrill, P.E., BCEE
Environmental Engineer

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

Crosspoint Capital LLC
Ocean Springs, 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 **9.17** acres of land disturbance for the construction of

Willow Springs Subdivision
Receiving Stream: Fort Bayou
Jackson County

Becky Simonson

Chief, Environmental Permits Division

Coverage No: MSR109773
Date of Coverage: June 11, 2026
Date General Permit Expires: January 31, 2027
Project Location: 30.414506, -88.764947

90338 GNP20260001

State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

CHRIS WELLS, EXECUTIVE DIRECTOR

June 18, 2026

Ms. Jesse Sauceda, Owner
Crosspoint Capital, LLC
129 Gannet Lane
Ocean Springs, MS 39564

Dear Ms. Sauceda:

Re: Willow Springs
Lot Nos. 1-29
Ocean Springs, Jackson County
Project No. 90338-PLA20260001

Our technical review of the plans and specifications for the referenced wastewater collection project has been finalized and initial approval for construction is hereby given.

You are reminded that the owner is responsible for proper planning, design, construction, operation, maintenance, replacement, performance, and fiscal integrity of the project. The Department's approval of any document does not relieve the owner or any others of any liabilities or responsibilities. Department approval of any document is for administrative purposes only, and does not establish or convey any such liability or responsibility.

Please be reminded that it is the full responsibility of the owner to ensure all other approvals, permits, clearances, easements, agreements, etc., which may be required prior to or during construction of the project have been or will be obtained.

No later than 60 days after the completion of the project, the owner must, through a letter signed by a professional engineer, certify to the department that the project has been constructed in accordance with submitted plans and specifications. If any changes to the approved plans and specifications are made, "as-built" drawings with a list of all changes must also be submitted. We strongly encourage the submission of Final Plans and Specifications in an electronic file format such as PDF, TIFF on CD or DVD. Please note this is a change from the past procedure of requiring "hard-copy" plans. A signed and stamped cover letter should be included with any electronic files indicating that the plans and specifications submitted electronically were developed by a professional engineer who holds a valid certificate of registration as a professional engineer issued by the Mississippi State Board of Registration for Professional Engineers and Land Surveyors. **Final approval will not be granted until our office has received the engineer's certification of completeness and our office has finalized review of any significant changes to the initial plans.**

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: Kimberly S. Caviness, P.E., BCEE, MSDH
Nick Gant, P.E., Brown, Mitchell & Alexander, Inc.

MISSISSIPPI DEPARTMENT OF
ENVIRONMENTAL QUALITY

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Mississippi Ecological Services Field Office
6578 Dogwood View Parkway, Suite A
Jackson, MS 39213-7856
Phone: (601) 965-4900

In Reply Refer To: 06/29/2026 20:35:41 UTC
Project code: 2026-0109678
Project Name: Willow Springs

Subject: Technical assistance letter for 'Willow Springs' for specified federally threatened and endangered species and designated critical habitat that may occur in your proposed project area consistent with the Mississippi Determination Key (Mississippi Dkey)

Dear Nick Gant:

The U.S. Fish and Wildlife Service (Service) received on June 29, 2026 , your effects determination(s) for the **Willow Springs** (the Action) using the Mississippi DKey for project review and guidance for federally listed species within the Information for Planning and Consultation (IPaC) system. The Service developed this system in accordance with the Endangered Species Act of 1973 (ESA) (87 Stat.884, as amended; 16 U.S.C. 1531 et seq.).

Based on your answers and the assistance of the Service's Mississippi DKey, you made the following effect determination(s) for the proposed Action.

Species	**Listing Status**	**Determination**
Alabama red-bellied turtle (*Pseudemys alabamensis*)	Endangered	No effect
Black pinesnake (*Pituophis melanoleucus lodingi*)	Threatened	No effect
Eastern Black rail (*Laterallus jamaicensis jamaicensis*)	Threatened	No effect
Gopher tortoise (*Gopherus polyphemus*)	Threatened	No effect
Gulf sturgeon (*Acipenser oxyrinchus (=oxyrhynchus) desotoi*)	Threatened	No effect
Louisiana quillwort (*Isoetes louisianensis*)	Endangered	No effect
Mississippi sandhill crane (*Antigone canadensis pulla*)	Endangered	No effect
Piping Plover (*Charadrius melodus*)	Threatened	No effect
rufa red knot (*Calidris canutus rufa*)	Threatened	No effect

Consultation Status

You have indicated there is no federal nexus. Coordination with the Service is complete for the species listed above. Thank you for considering federally listed species in your project planning.

Other Listed Species That May Be Present in the Action Area The IPaC-assisted determination for the species of Mississippi does not apply to the following ESA-protected species and/or critical habitat that also may occur in your Action area:

- Alligator snapping turtle *Macrochelys temminckii* Proposed Threatened
- Monarch butterfly *Danaus plexippus* Proposed Threatened
- Tricolored bat *Perimyotis subflavus* Proposed Endangered

You may complete any other applicable determination keys and/or coordinate with our Office to determine whether the Action may cause prohibited take of the other animal species and/or critical habitat listed above. Note that if a new species is listed that may be affected by the identified action before it is complete, additional review is recommended to ensure compliance with the Endangered Species Act.

Please note the Service shares jurisdiction with the Fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries) over sea turtles and gulf sturgeon. The Service exerts jurisdiction when sea turtles are nesting on coastal beaches while NOAA Fisheries has jurisdiction when sea turtles inhabit coastal and offshore waters. In-water activities may require consultation with NOAA Fisheries. Please visit the NOAA Fisheries website at https://www.fisheries.noaa.gov/topic/consultations/endangered-species-act-consultations to review their consultation requirements.

The Service recommends that your agency contact the Mississippi Ecological Services Field Office or re-evaluate this key in IPaC if: 1) the scope, timing, duration, or location of the proposed project changes, 2) new information reveals the action may affect listed species or designated critical habitat; 4) a new species is listed or critical habitat designated. If any of the above conditions occurs, additional consultation with the Mississippi Ecological Services Field Office should take place before project changes are final or resources committed.

Additional Coordination

To request additional technical assistance or consultation, please email your request to MississippiESFO@fws.gov and include relevant site-specific information. The Mississippi Ecological Services Field Office will respond within 30 days of your submittal.

Bald and Golden Eagle Protection Act: Bald eagles, golden eagles, and their nests are protected under the Bald and Golden Eagle Protection Act (54 Stat. 250, as amended, 16 U.S.C. 668a-d) (Eagle Act). The following resources are provided to project proponents and consulting agencies as additional information. Bald and golden eagles are not included in this section 7(a)(2) consultation and this information does not constitute a determination of effects by the Service.

If the Action may impact bald or golden eagles, additional coordination with the Service under the Eagle Act may be required. For more information on eagles and conducting activities in the vicinity of an eagle nest, please visit our regional eagle website. In addition, the Service developed the National Bald Eagle Management Guidelines (May 2007) to assist landowners in avoiding the disturbance of bald eagles.

If the recommendations detailed in the National Bald Eagle Management Guidelines cannot be followed, you may apply for a permit to authorize removal or relocation of an eagle nest in certain instances via Eagle Incidental Take Permit.

Summary of conservation measures for your project:

You agreed to the conservation measures described below under **Determination Key Result** to avoid adverse effects to listed species and Service concurrence with the Federal agency determination(s) for the Action is only valid if the measures are fully implemented. These must be included as permit conditions if a permit is required and/or included in any contract language.

CM_1
Best Management Practices for Aquatic Species in Mississippi

Most aquatic species are sensitive to changes in water quality; therefore, water quality protection measures benefit many listed species. Many existing water quality best management practices (BMPs) reduce or avoid negative impacts to listed species. Properly implemented BMPs could prevent excessive erosion, drainage alteration, and stream obstruction.

General water quality protection measures include preventing sediment from entering streams after soil disturbance, maintaining integrity of the streambed and banks, preventing trash and logging debris from entering streams, limiting pesticide applications in or near streams, avoiding chemical seepage into groundwater, restoring and protecting forested streamside management zones (SMZs), and revegetating denuded areas. The following BMPs should be implemented to reduce impacts to listed species.

Maintain sufficient streamside management zones (SMZs) and adhere to guidelines. Wider SMZs are recommended where listed species are found to protect water temperature, reduce runoff, and to trap sediment, chemicals, and nutrients. Based on most stream widths in Mississippi where listed species are found, a SMZ width of > 32–60 feet could be sufficient, although wider buffers are preferred depending on site conditions and slope, to protect most listed aquatic species.

In addition, and with emphasis to the general water quality protection measures listed above, the following may reduce or avoid impacts to listed aquatic species:
- Avoid stream crossings. If unable to avoid bridge construction, opt for bridges which span the entire stream to avoid in-stream impacts to the substrate.
- Avoid instream disturbance during spawning/breeding season (typically, April–May) where there are known records of listed species.
- Avoid low water crossing and streambed disturbance in areas where species are known to occur.
- Avoid creating dams and other water impoundment structures, including culverts, that alter substrate stability and composition, or inhibit fish passage. Avoid altering water depth in creeks and rivers that contain mussel habitat.
- Leave instream gravel beds undisturbed.
- Prohibit use of drop culverts or any structure that may obstruct fish passage in permanent streams. Where culverts are necessary, countersink at depth that would not obstruct water flow

and fish passage or use bottomless box culverts or bridges.
- Do not remove or disturb existing instream deadwood from streams. This deadwood provides important fish and turtle structure.
- Do not disturb or alter existing sandbars, which can be important nesting sites for turtles, especially during nesting season (typically May – September).
- Avoid introducing organic and inorganic debris into streams.
- Avoid impoundment of streams and rivers.
- Although prescribed fire is an important disturbance tool used to manage natural resources, intense fire, such as is common in site preparation burns, in SMZs could impact species and should be avoided. Ensure conditions are favorable to avoid high intensity fires within these zones.
- Avoid rutting instream that could hinder fish passage or alter water flow.
- Provide sufficient erosion control measures (i.e., scattered slash, revegetation, silt fences, hay bales, water bars, turnouts, etc.) across the project site when working near or upstream of a listed species to prevent sedimentation and degradation of water quality.

Action Description
You provided to IPaC the following name and description for the subject Action.

1. Name

Willow Springs

2. Description

The following description was provided for the project 'Willow Springs':

> New subdivision

The approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@30.41457995,-88.76489942141225,14z



DETERMINATION KEY RESULT

1. Is the proposed project or action authorized, funded, or carried out by a Federal agency?

   No

2. Is the proposed action solely of operations and maintenance of an existing structure with no temporary or permanent change in habitat conditions (e.g., does not increase sediment in a stream) and no increase in footprint?

   No

3. Does the proposed project include only actions that will be conducted in urbanized areas?

   Yes

4. Does the project occur **only** within a "*developed area*"?

   No

5. Does the project rehabilitate existing buildings (façade projects)?

   No

6. Does the project reconstruct or resurface existing infrastructure (sidewalks, and playgrounds) without disturbance to previously undisturbed ground?

   No

7. Is this a road resurfacing project where there is no change to the existing road alignment?

   No

8. Does the project remove urban blight through the demolition of unwanted and unsightly structures and the locations for disposal and stockpiling of demolition debris are not in plant or animal habitats?

   No

9. Does the project refinance or remortgage existing buildings or structures?

   No

10. Have you made an effects determination of "no effect" for all species in the area of the project? A "no effect" determination means the project will have no beneficial effect, no short-term adverse effects, and no long-term adverse effects on any of the species on the IPaC-generated species list for the proposed project or those species habitat. A project with effects that cannot be meaningfully measured, detected or evaluated, effects that are extremely unlikely to occur, or entirely beneficial effects should not have a "no effect" determination. If you are unsure of the "no effect" determination, answer NO to this question.

    Note: The action agency assumes all consultation responsibility for "no effect" determinations as the U.S. Fish and Wildlife Service does not review, comment, or concur with "no effect" determinations through the interagency consultation process.

    Yes

11. Is the project a solar farm or solar energy facility?

    Note: The Mississippi Ecological Services Field Office has developed a siting tool for solar projects that can be accessed on the project mapper page in IPaC.

    No

12. Does the project intersect federal lands?

    No

13. Does the project intersect the piping plover (*Charadrius melodus*) species list area?

    Automatically answered
    Yes

14. [Semantic] Does the project intersect the piping plover (*Charadrius melodus*) species list area?

    Automatically answered
    Yes

15. Does the project intersect the red knot (*Calidris canutus rufa*) species list area?

    Automatically answered
    Yes

16. Does the project intersect the red knot Critical Habitat?

    Automatically answered
    No

17. Does the project intersect the Mississippi sandhill crane (*Grus canadensis pulla*) species list area?

    Automatically answered
    Yes

18. [Hidden Semantic] Does the project intersect the gulf sturgeon (*Acipenser oxyrinchus desotoi*) species list area?

    Automatically answered
    Yes

19. [Hidden Semantic] Does the project intersect the Alabama red-bellied turtle (*Pseudemys alabamensis*) species list area?

    Automatically answered
    Yes

20. [Hidden Semantic] Does the project intersect the Alabama red-bellied turtle buffer?

    Automatically answered
    Yes

IPAC USER CONTACT INFORMATION

Agency: Private Entity
Name: Nick Gant
Address: 131 Rue Magnolia
City: Biloxi
State: MS
Zip: 39530
Email nick@bmaengineers.com
Phone: 2284367612

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR WILLOW SPRINGS

THIS DECLARATION is made this the ____ day of _____, 2026, by Crosspoint Capital, LLC, a Mississippi Limited Liability Company, for itself, its successors, grantees and assigns, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property in Ocean Springs, Mississippi, which is more particularly described as follows, to-wit:

> Lots 1 through 29, inclusive, WILLOW SPRINGS, a subdivision in Ocean Springs, Mississippi, according to a plat thereof recorded in Plat Book __ at Page __ of the public records of Jackson County, Mississippi.

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

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ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to WILLOW SPRINGS HOMEOWNERS ASSOCIATION, INC., a Mississippi non-profit corporation [To be established], its successors and assigns.

Section 2. "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to numbered Lots 1 through 29 as illustrated and shown on the plat of WILLOW SPRINGS, as recorded in the public records of Jackson County, Mississippi.

Section 5. "Building Site" shall mean those fractional parts of adjacent lots or one or more lots and all or a portion of an adjacent lot, which are more particularly described and defined in Section 22 of Article VI of this Declaration.

Section 6. "Home" or "dwelling" shall mean and refer to the principal building situated upon a Lot which is designated and intended for use and occupancy as a residence by a single family.

Section 7. "Living Unit" shall mean and refer to a Lot and the Home constructed thereon.

Section 8. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article II, Section 1 hereof.

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Section 9. "Common Area" shall mean all real property (including improvements thereto) owned by the Association and/or which the Association members have the right to use and enjoy.

Section 10. "Declarant" shall mean and refer to CROSSPOINT CAPITAL, LLC, a Mississippi Limited Liability Company, and its successors, assigns and nominees.

Section 11. "Outbuilding" shall mean an accessory structure on a lot primarily used for storage, parking, or similar activities that is not designed or intended for occupancy as a dwelling unit.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of Lots 1 through 29 of WILLOW SPRINGS shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The Association shall have two classes of voting membership.

CLASS A. Class A members shall be all owners, with the exception of the Declarant, who shall be entitled to one vote for each Lot owned in Lots 1 through 29, WILLOW SPRINGS. When more than one person owns an interest in any Lot or Building Site, all such persons shall be members. The vote for such Lot or Building Site shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot or Building Site.

CLASS B. The Class B member(s) shall be the Declarant which shall be entitled to three votes for each Lot owned in Lots 1 through 29, WILLOW SPRINGS. The Class B membership shall cease and shall be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or [This gives owner primary control in a 29 lot subdivision until 21 lots are sold giving declarant 24 votes (B Votes) over the 21 votes (A Votes)

(b) On December 1, 2036.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Living Unit and/or Lot owned hereby covenants, and each Owner of any Living Unit and/or Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to maintain and care for the common area, the improvements thereon and common landscaping; to maintain, landscape and irrigate entranceway including signs, walls, or fences within common areas; to pay Association’s utility bills for

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common areas, insurance, legal and professional fees necessary for the performance of duties by the Homeowner's Association; maintenance and operation of entry gates and security system, if established. The maintenance of all items listed in Section 2 shall be the responsibility of the Association and shall not be the responsibility of any governmental entity including the City of Ocean Springs, Mississippi.

Section 3. Maximum Annual Assessments. Until the year beginning January 1, 2030, the maximum annual assessment shall be $500.00 per lot or building site per year, payable in advance, but prorated for the remainder of the months of the year.

(a) From and after January 1, 2030, the Board of Directors of THE WILLOW SPRINGS HOMEOWNERS ASSOCIATION, INC. may set the annual assessment at an amount not more than 10% above the maximum assessment for the previous year.

(b) From and after January 1, 2030, the annual assessment may not be increased any year more than 10% above the maximum assessment for the previous year without a vote of the membership as provided in Section 3(c) below.

(c) From and after January 1, 2030, the maximum annual assessment may be increased by more than 10% above the maximum assessment for the previous year by a vote of two-thirds of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or in the subdivision,

including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Living Units and may be collected on a annual basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots or building sites at such times as are fixed by the Board of Directors, but in no event, no later than January 1, 2028. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments

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on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 10% per annum. The Association may bring action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, if any, or abandonment of his Living Unit. The Association may suspend the voting rights of an Owner for any period during which any assessment against his Living Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

Section 9. Declarant Exempt from Annual and Special Assessments. All lots owned by Declarant shall be exempt from the payment of annual assessments and special assessments for capital improvements. Annual assessments and special assessments for capital improvements on lots owned by Declarant shall become effective on the date of sale by Declarant and prorated for the remainder of the months of the year.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage encumbering any Lot, parcel or Living Unit within the subdivision. Sale or transfer of any Lot or Living Unit shall not affect the assessment lien. However, the sale or transfer of any Lot or Living Unit pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Living Unit from

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liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV

ARCHITECTURAL CONTROL

Section 1. Architectural Approval. No building, fence, wall, swimming pool, mailbox, decorative objects placed in yards, other than landscaping, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, color, kind, shape, height, materials, roof, and location of the same, shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee composed of at least two (2) and not more than five (5) representatives appointed as herein provided. In the event said committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Architectural Control Committee. The initial Architectural Control Committee shall be composed of Jesse Sauceda and an individual to be appointed by the Declarant. Upon the death or resignation of a member or members of the committee, the remaining member or members shall have full authority to designate successor members. The Declarant shall have the authority to appoint committee members in addition to the two (2) original members. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time after the closing of the sale of all of the lots or building sites by Declarant in WILLOW SPRINGS, the Association shall

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have the authority to appoint a committee of at least two (2) and not more than five (5) representatives to exercise the power, duties and responsibilities hereinabove set forth.

Section 3. Granting of Variances. When a building or other structure has been erected or its construction is substantially advanced and the building is located on any lot or building site in a manner that constitutes a violation of these covenants, conditions and restrictions or the building setback lines shown on the recorded plat, or if the Architectural Control Committee, in its sole discretion, determines that a variance is desirable in order to best accommodate the location of a planned building on a particular lot, the Architectural Control Committee may release the lot or building site, or parts of it, from any part of the covenants, conditions and restrictions, or setback lines, that are violated. The Architectural Control Committee shall not give such a release except for a violation that it determines to be a minor or insubstantial violation in its sole discretion. Provided, however, that the Architectural Control Committee shall have no authority to grant a variance of Ocean Springs Subdivision Regulations, Unified Development Code, or current land use regulations, including, but not limited to, those that may be contained in these covenants, conditions and restrictions. Neither the Board of Directors of the Association, nor the Architectural Control Committee, nor any of the respective members, shall in any way be liable or be held liable to any Owner, the Association, or any other person or entity resulting from its good faith exercise of the discretionary authority conferred by this Section.

ARTICLE V

DUTY TO CLEAR A LOT IF OWNER

ELECTS NOT TO REBUILD AFTER DESTRUCTION

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In the event of damage to or destruction of any Home on the Properties by fire, windstorm, water, or other cause whatsoever, and the Owner elects not to rebuild the Home, then the Owner shall be required to clear the Lot within ninety (90) days after the damage or destruction to the Home. The Owner shall be required to maintain the Lot in a clean and presentable manner, free from all trash and rubble, and to maintain the Lot so that it is in harmony with the surrounding property.

ARTICLE VI

RESTRICTIONS AS TO USE, OCCUPANCY AND APPEARANCE

Section 1. General. All of the Lots shall be used and occupied as single family residences and no structures shall be erected, altered, placed or permitted to remain other than one single family dwelling with a private garage for not more than three (3) vehicles and one (1) storage or outbuilding. No Accessory building or outbuilding shall be permitted as a dwelling unit for residents, family members, or guests including short-term rental units. No building, fence, wall, swimming pool or other structure shall be erected or placed on any Lot, except in accordance with the provisions of this Declaration, including written permission of the Architectural Control Committee. No alteration to the exterior (appearance) of any Home, Lot, building, fence, or other structure shall be made without the written permission of the Architectural Control Committee created hereunder. No vinyl siding or E.I.F.S. (exterior insulation and finish system – synthetic stucco) shall be permitted. Each Owner shall be responsible for his/her own exterior maintenance, landscaping, and maintenance of the landscaping, so long as it does not interfere with the adjoining Lot Owners, and is consistent with these Covenants, Conditions and Restrictions, and harmonious with the surrounding improvements.

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Section 2. Building Setback Requirements.

No building shall be located on any lot in the subdivision nearer than twenty (20) feet to the front lot line, nearer than ten (10) feet to any interior or street side lot line, and nearer than twenty (20) feet to the back or rear lot line. For the purpose of these covenants, conditions and restrictions, eaves, steps and open patios shall not be considered a part of the building and encroach into setbacks. If a condition is in conflict with regulations of the City of Ocean Springs, the stricter regulation shall prevail.

Section 3. Dwelling Size. The dwellings on Lots 1 to 3 of Phase 1 and 4 to 7 of Phase 2, inclusive, shall have a minimum of 1600 square feet of heated and cooled living area if a single story residence and 1800 square feet of heated and cooled living area if a two story residence. All lots shall have an attached or detached enclosed garage or vehicle storage structure for at least two (2) vehicles. For purposes of determining heated and cooled living area, porches (other than glass-enclosed porches), garages, and storage areas shall not be included.

Section 4. Fences. All fences to be constructed on any lot shall be no greater than six foot high, constructed of treated wood or high quality materials such as aluminum, wrought iron, stucco, living walls, and other artistic expressions and must be approved by the Architectural Control Committee. No other fences will be allowed. Furthermore, fences shall not be painted or stained and the materials shall not be altered in any way. Expenses for repair or replacement of fences located on common property lines shall be shared equally by the respective property owners. Also, THE WILLOW SPRINGS HOMEOWNERS ASSOCIATION, INC. shall be responsible for maintaining the brick columns and walls along Groveland and Deena Roads and common areas.

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Section 5. Temporary Structures. No structure of a temporary nature (trailer, shack, tent or other building) shall be moved to, placed upon or used on any Lot at any time, either temporarily or permanently, excepting, however, that during periods of construction, contractors shall be permitted a single storage shed on each separate construction site.

Section 6. Wetlands. Designated wetland areas are not allowed to be cleared, excavated, filled, built upon, sodded, or disturbed in any other way not approved by the Corps of Engineers. The wetland areas may be bush-hogged, mowed, or cut by manual implements if so desired. Fences shall not be placed on any wetlands.

Section 7. Building Condition, General Appearance, Nuisance, and Health Regulations. All premises shall be maintained in good repair, shall be clean and sanitary at all times, and no nuisance and no violation of the rules and regulations of the State Board of Health or any governmental agency shall be permitted.

Section 8. Noxious and Offensive Trade. No noxious or offensive trade or activity shall be carried out upon the Properties nor shall anything be done thereon which may be or become an annoyance to the other Owners. Floodlights, bells, telephones, music, number or noise level of pets, air pollutants, etc. shall not be such as to constitute a nuisance to or impair the enjoyment of neighboring lots or building sites.

Section 9. Signs. No professional, commercial or other signs of any kind shall be erected or maintained on any Lot or Home by any Owner except with the written permission and direction of the Association, or except as may be required by legal proceedings, it being understood that the Association will not grant permission unless reasonably necessary to avert serious hardship to an Owner. However, an Owner may place a professionally made "For Rent" or "For Sale" sign no larger

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than three (3) square feet in size on the Lot. This restriction is not applicable to the Declarant during any such period of time that Declarant owns any Lot and is offering any said Lot, Home or Living Unit for sale.

Section 10. No Clothes Lines. No outside clothes lines or other items detrimental to the appearance of the Properties shall be permitted on any Lot. All personal garbage and trash receptacles which are to be furnished by the Owners must be hidden from view.

Section 11. Animals. No livestock, animals, chickens or fowl of any kind shall be permitted on the Properties except for dogs and cats owned as personal pets which shall not be kept in such number as to be an annoyance to other Owners of Lots. In addition, no dogs shall be permitted on the Properties except inside a Home or fenced-in area, without being on a leash and under the immediate control of a responsible individual. All such pets must be walked in appropriate areas, and owners of such pets must clean up after their pets. If any such pet owner fails to properly clean up after his pet, the Association shall perform such service and shall bill the pet owner accordingly. The Association shall have the right to adopt and enforce such additional pet regulations as are reasonably necessary to insure that such pets are not and do not become a nuisance.

Section 12. Use as business prohibited. No lot shall at any time be used for the purpose of any trade, business, manufacture or public amusement. Incidental 'home occupation' that generates no additional traffic and demonstrates no exterior evidence of the home business is permitted. Uses that include vehicles with signage or any additional evidence of the home business must be approved by the Association.

Section 13. Nuisances. No nuisance shall be allowed upon the Properties, nor any use or practice that is a source of annoyance to residents or which interferes with the peaceful possession and proper

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use of the Property by its residents. All parts of the Properties shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate or any fire hazard allowed to exist. No Owner shall permit clothes, towels, or other items of personal property to be hung, draped, or otherwise displayed on the patio for the purpose of drying or for any other purpose in a manner which would allow said clothing, towel or other personal property to be viewed by any other person occupying or using the Properties. No Owner shall permit any noise to originate from his Home that would be an annoyance or nuisance to occupants of adjoining Lots, including, but not limited to, radios, record players, stereos, musical instruments, singing, barking of dogs, and meowing of cats.

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Section 14. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Properties nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Properties shall be the same as the responsibility for the maintenance and repair of the property concerned.

Section 15. Leasing. Entire Living Units may be rented provided that the Living Unit is used only as a residence; that the lease or rental period is for not less than three (3) months or ninety (90) consecutive days; that the Living Unit is occupied by only one family having no more members than the Living Unit is designed to accommodate; and provided that such use by the tenant or tenants does not create a nuisance. An Owner may lease or rent his own Living Unit himself to any lessee provided that he furnishes the Association with the names of all the tenants. All lessees are subject to the provisions of this Declaration and the By-Laws of the Association and failure to comply with said provisions shall be a default under any lease of any Living Unit whether so stated in said lease. All of the foregoing may be enforced by the Association.

Section 16. Parking. No "on street" parking shall be allowed. No boat, boat trailer, travel trailer, house trailer, motor home, truck, tractor or commercial vehicle of any kind, or any other vehicle, machine, equipment or apparatus other than operating passenger automobiles, pickups and operating passenger mini-vans shall be parked or stored in any driveway or on any Lot in the subdivision. All vehicles belonging to Owners or tenants occupying any dwelling, building site or lot must be operable and not in storage and/or being

repaired and must be parked in a garage or in a driveway. No concrete parking pads other than driveways shall be permitted in any front yard.

Section 17. Maintenance of Vacant Lots or Building Sites. If construction of a residential dwelling is not commenced within 24 months from the date the plat is recorded on any lot or building site, then the Owner (excluding Declarant) shall remove all underbrush and mow and maintain the lot on a regular basis. If any unimproved lot or building site is not so maintained, the Declarant or the Association shall be empowered to maintain the lot or building site and file a lien against the property for any and all expenditures in connection with said maintenance.

Section 18. Flagpoles, Antennas, Satellite Dishes, and Basketball Goals. No flagpoles (except those with an overall length that is less than eight (8) feet and affixed to a home), ham radio antennas, citizen band radio antennas, television antennas, or any other type of antenna shall be allowed or permitted to be erected or located or to remain on any lot or building site at any time. Any television satellite dishes erected and located on a building in the subdivision (1) shall not exceed eighteen (18) inches in diameter, (2) shall be located on the rear of the building, and (3) shall not be visible from the street. Basketball goals, posts or backboards shall not be erected, altered or permitted on any lot or building site in the subdivision or on any street right-of-way, unless the same is erected behind the dwelling, is of standard size, height and appearance, and is screened from view to the satisfaction of the Architectural Control Committee.

Section 19. Swimming Pools. All swimming pools shall be built and designed for in-ground use only and must be approved by the Architectural Control Committee.

Section 20. Maintenance of Landscaping. Each Owner shall maintain the appearance of his or her lot or building site in high

quality condition, and will provide and maintain landscaping on the lot or building site. Grass, flowers and shrubbery must be kept in an orderly fashion. No bamboo hedges, plant material or hedges (excluding trees), exceeding three (3) feet in height shall be allowed within the required twenty (20) foot front setback area.

Section 21. Sewage and Drainage Control. No activities shall be permitted that discharge pollutants into the surface drainage system.

Section 22. Adjoining Lots. If one or more lots, or one lot and all or a portion of an adjacent lot, or two or more fractional parts of adjoining lots, within the subdivision, are utilized for one single family residential purposes, the setback requirements herein shall be measured from the boundary line of the entire building site or plot being then and there utilized and devoted to the single family residence. Two fractional parts of adjacent lots may be utilized as a single family residential building site or plot, provided that no such building site or plot shall contain fewer square feet than the smallest platted lot within the subdivision nor have a width, at the building setback line, of less than the width, at the building setback line, of the smallest platted lot within the subdivision.

Section 23. Reservation of Easements. Easements for the installation and maintenance of utilities and drainage facilities, for maintenance of brick entrance wall, subdivision entranceways and entrance signs, and for sidewalks are reserved as shown, noted and indicated on the recorded Plat of the subdivision and are hereby adopted as part of this Declaration.

Section 24. Tree Removal. In order to assure that maximum benefit of natural vegetation accrues to the owners of lots within the subdivision, trees may only be removed in accordance with the Tree Ordinance of Ocean Springs, Mississippi, and approved by the architectural review committee.

Section 25. Sidewalks. Sidewalks must be installed for every lot prior to occupancy of any dwelling unit, provided that five years from approval of the final subdivision plat by the Ocean Springs Board of Aldermen, the owners of any lot, or lots, for which sidewalks have not been installed shall be required to do so. In the event sidewalks are not installed, as herein prescribed, the appropriate agency of the City of Ocean Springs shall be authorized to cause to have installed said sidewalks, the cost of which shall become a special assessment against the affected property.

Section 26. Storage or Outbuildings. Only one storage or outbuilding, shall be placed, permitted or allowed on each lot. The size and design of any such outbuilding must be approved in writing by the Architectural Control Committee and must conform to all setback requirements contained in Section 2 of Article VI of these covenants and those setback requirements of City of Ocean Springs and any other applicable government entity.

Section 27. Regulations. Reasonable regulations concerning the use of the Properties may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all Owners and residents on the Properties upon request.

Section 28. Proviso. Provided, however, that until Declarant has completed all of the contemplated improvements and closed the sale of Lots 1 – 29 of WILLOW SPRINGS, neither the Owners nor the Association shall interfere with the completion of the contemplated improvements and the sale of the Lots by Declarant. Declarant may make such use of the unsold Lots and common areas, if any, as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the Properties and the display of signs.

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ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, the Declarant or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Declarant, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event that a Court of competent jurisdiction shall determine that any lot owner shall have violated or have attempted to violate any of the covenants herein, the owner of the lot or lots causing the violation upon which the violation occurs shall pay all attorney's fees, court costs, and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid covenants. Said attorney's fees, court costs and other expenses allowed and assigned by the Court shall become a lien upon the lot and improvements.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment.

(a) The covenants, conditions and restrictions of this Declaration shall run with and bind the land, for a term of fifteen (15) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of five (5) years.

(b) This Declaration may be amended anytime during the initial fifteen (15) year period or any extensions thereof by

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Declarant or its nominees, provided they own at least fifty-one percent (51%) of the numbered lots in the subdivision. Beginning five (5) years from the date of recordation of the Declaration and for the remainder of the initial fifteen (15) year period or any extensions, the Covenants may also be amended by the written consent of at least seventy-five percent (75%) of the Lot Owners, exclusive of their mortgagees. Any amendment must be recorded.

(c) Notwithstanding anything herein contained to the contrary, the Declarant reserves and shall have the right for a period of five (5) years from the date of the recording of these Covenants, Conditions and Restrictions to unilaterally amend this Declaration in whole or in part in order to (1) conform this Declaration to the requirements of any governmental agency, federal, state or local, (2) to conform to the requirements of any mortgage lender, or (3) to insure the reasonable development of the property. The Declarant shall retain total control of the property, the development thereof, and the improvements thereon including, without limitation, plan approval, until the development is complete and all of the lots have been sold.

WITNESS ITS SIGNATURE on this the ___ day of _____, 2026.

OWNER - DECLARANT:

CROSSPOINT CAPITAL, LLC

BY:_____
Managing Member

STATE OF MISSISSIPPI

COUNTY OF JACKSON

PERSONALLY appeared before me, the undersigned authority in and for said county and state, on this the ___ day of _____, 2026,

DRAFT

within my jurisdiction, the within named Jesse Sauceda, who acknowledged that he is Managing Member of CROSSPOINT CAPITAL, LLC, a Mississippi limited liability company, and that for and on behalf of said company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

_____
NOTARY PUBLIC

My Commission Expires:

DRAFT

Owner Information

CROSSPOINT CAPITAL LLC
129 GANNET LN CAPITAL TOWERS S
OCEAN SPRINGS, MS 39564

Payment Information

Payment Status	Paid
Last Payment Date	01/06/2026
Total Due	**$0.00**

Parcel Information

Parcel Number	60123040.000
Year	2025
Property Type	Real Estate
Address	GROVELAND
Account	538077

Tax Breakdown

County	
City	
School	
Land Value	$0.00
Improvement Value	$0.00
Total Value	
Assessed Value	
Exemption Code	
Total Due	**$0.00**

Tax Information

Due: 01/31/2026	
	Tax
	Penalty
	Interest
	Paid
	Balance

Current Amount Due: **$0.00**

Unofficial Document

OFFICIAL RECORDS JACKSON COUNTY
Josh Eldridge
CHANCERY CLERK
RECORDING FEE: $26.00
#202225167 BK: 2098 PG: 425-426
11/09/2022 03:57:35 PM 2 PGS
TFOUNTAIN, DC Rcpt#26896

202225167 2 PGS

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

Grantors:
Sotheary Chann
Thyra Seng Tea and Ryzannara Hy
99-901 Amakiki Loop
Aiea Honolulu, HA 96701
(251) 957-0086

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

Grantee:
Crosspoint Capital, LLC
a Mississippi Limited Liability Company
129 Gannet Lane, Capital Towers, Ste. 1240
Ocean Springs, MS 39564
(228) 366-3223

File No. O224545N

INDEXING INSTRUCTIONS: **A parcel of land in SW 1/4 of SW 1/4 of SW 1/4 of Sect. 23, T7S, R8W, Jackson County, MS**

STATE OF MISSISSIPPI
COUNTY OF JACKSON

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, we, **Sotheary Chann a/k/a Sothery Chann, Thyra Seng Tea and Ryzannara Hy,** do hereby sell, convey and warrant unto **Crosspoint Capital, LLC, a Mississippi Limited Liability Company,** all of that certain tract, piece or parcel of land situated in Jackson County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

> **The Southwest Quarter of the Southwest Quarter of the Southwest Quarter (SW ¼ of SW ¼ of SW ¼) Section 23, Township 7 South, Range 8 West, Jackson County, Mississippi.**

This being the same property as that conveyed to Sothery Chann, Thyra Seng Tea and Ryzannara Hy, by instrument recorded in Deed Book 2074 at Page 440, Land Deed Records of Jackson County, Mississippi.

If this property is bounded by water, this conveyance includes any natural accretion, and is subject to any erosion due to the action of the elements. Such riparian and littoral rights as exist are conveyed herewith but without warranty as to their nature or extent. If any portion of the property is below the mean high tide watermark, or is coastal wetlands as defined in the Mississippi Coastal Wetlands Protection Act it is conveyed by quitclaim only.

Grantor(s) quitclaim any and all oil, gas, and other minerals owned, if any, to Grantee(s). No mineral search was requested or performed by preparer.

This conveyance is subject to any and all covenants, rights of way, easements, restrictions and reservations of record in the office of the Chancery Clerk of Jackson County, Mississippi.

It is agreed and understood that the taxes for the current year have been pro-rated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, the Parties hereto agree to make all necessary adjustments on the basis of an actual proration.

This conveyance is not part of the Grantors' homestead.

WITNESS OUR SIGNATURES, on this the 2nd day of November, 2022.

SIGN HERE Sotheary Chann

SIGN HERE Thyra Seng Tea

SIGN HERE Ryzannara Hy

ACKNOWLEDGEMENT

STATE OF Hawaii

City COUNTY OF Honolulu

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, **Sotheary Chann, Thyra Seng Tea and Ryzannara Hy**, who acknowledged before me that they signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 2nd day of Nov., 2022.

(AFFIX SEAL)

NOTARY PUBLIC

My commission expires: 11-25-2022

DAVID GOO NOTARY PUBLIC No. 18-670 STATE OF HAWAII

DAVID GOO NOTARY PUBLIC No. 18-670 STATE OF HAWAII

NOTARY PUBLIC CERTIFICATION

David Goo First Judicial Circuit

Doc. Description: warranty deed

No. of Pages: 2 Date of Doc. 11-2-22

11-2-22

Notary Signature Date

Unofficial Document

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 Hearing in the regular meeting place of the Board of Aldermen located in City Hall at:

1018 Porter Avenue
Ocean Springs, MS, 39564

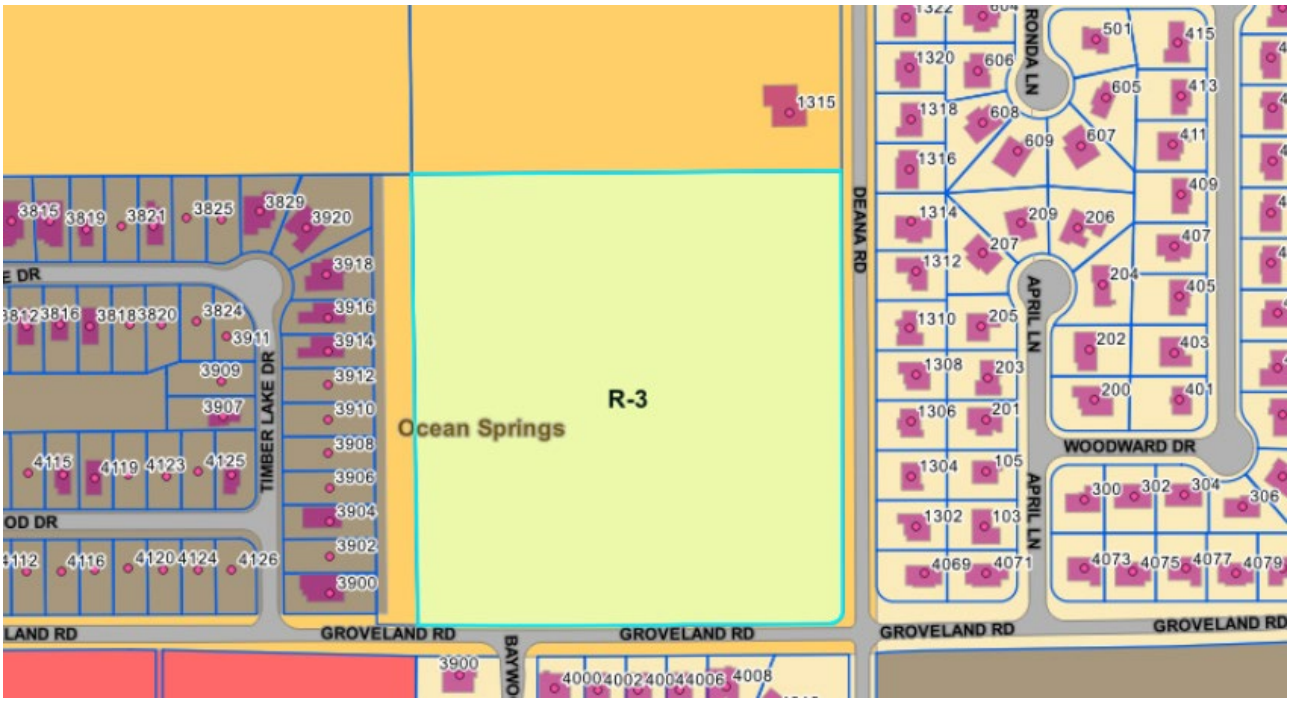
Tuesday, July 14, 2026 @ 6:00 PM

Regarding the following:

Groveland Rd – PIDN: 60123040.000 – Crosspoint Capital, LLC - Requesting Preliminary Plat approval for Willow Springs Subdivision, a 29-lot single-family residential subdivision. Subject property is zoned R-3 Medium Density Residential.

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 or rwilliams@oceansprings-ms.gov .

All parties of interest shall have an opportunity to be heard at the public hearing.


R-3
Ocean Springs
DEANA RD
RONDA LN
APRIL LN
APRIL LN
WOODWARD DR
TIMBER LAKE DR
GROVELAND RD
GROVELAND RD
GROVELAND RD
GROVELAND RD
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MEMORANDUM

To: Mayor & Board of Aldermen

From: Amanda Crose, Planning Director

Re: ORDINANCE INTRODUCTION: Amending Appendix D, Section 510, Short-Term Rentals—Residential

Section: OLD BUSINESS

Meeting Date: August 4, 2026

At the previous meeting of the Mayor and Board of Aldermen, a motion was approved directing staff to place the proposed administrative amendments to the City's Short-Term Rental regulations on the next available agenda.

In accordance with that direction, the attached ordinance amending and restating Appendix D, Section 510, Short-Term Rentals - Residential, is presented for introduction. The proposed amendments revise administrative procedures related to short-term rental applications, inspections, renewals, advertising, local property management, complaints, enforcement, and the denial, nonrenewal, suspension, and revocation of permits.

This ordinance is presented for introduction only. In accordance with applicable law, it will be scheduled for final consideration and adoption at a subsequent meeting.

ORD 2026 - DRAFT

AN ORDINANCE AMENDING OCEAN SPRINGS CODE OF ORDINANCES, APPENDIX D, SECTION 510, SHORT TERM RENTALS – RESIDENTIAL

WHEREAS, the City of Ocean Springs, Mississippi, previously adopted Appendix D, Section 510, Short-Term Rentals—Residential, through Ordinance No. 2015-11, adopted July 7, 2015; Ordinance No. 2018-02, Sections II—XXV, adopted February 20, 2018; Ordinance No. 2019-19, Section I, adopted December 17, 2019; Ordinance No. 2021-25, Section I, adopted December 7, 2021; Ordinance No. 2023-07, Sections I—VI, adopted May 16, 2023; and Ordinance No. 2024-05, Sections I and II, adopted July 2, 2024; and

WHEREAS, the Mayor and Board of Aldermen find it necessary and desirable to amend Appendix D, Section 510, Short-Term Rentals—Residential, to promote the public health, safety, and welfare of the citizens of Ocean Springs; and

WHEREAS, the Planning Department has recommended adoption of the amendments deemed appropriate for application within the City;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF OCEAN SPRINGS, MISSISSIPPI, AS FOLLOWS:

SECTION 1.

Appendix D, Section 510, Short-Term Rentals—Residential, of the Code of Ordinances of the City of Ocean Springs, Mississippi, is hereby amended and restated in its entirety to read as follows:

Sec. 510. Short-Term Rentals—Residential.

(a) *Definition.* The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section:

Local property manager: The person or business specifically named on the application and permit who is responsible for the day-to-day operation of the short-term rental unit, and who may be contacted and available twenty-four (24) hours a day if there is a problem with the unit.

The local property manager may be the owner or agent of the owner. Individuals shall reside and business entities shall be physically located within two (2) miles of the Ocean Springs city limits. If a business entity is designated as the local property manager, the business entity must designate an employee as the point of contact for that property.

The local property manager and owner shall be responsible for the management and upkeep of the rental unit in compliance with the provisions set forth herein. The name, address and telephone number of the owner and the local property manager shall be submitted at the time that the application is filed and said information shall be made available to the public. The owner shall be responsible for providing written notice of any change with respect to the name, address and telephone number of the local property manager to the city within five (5) days of any such change.

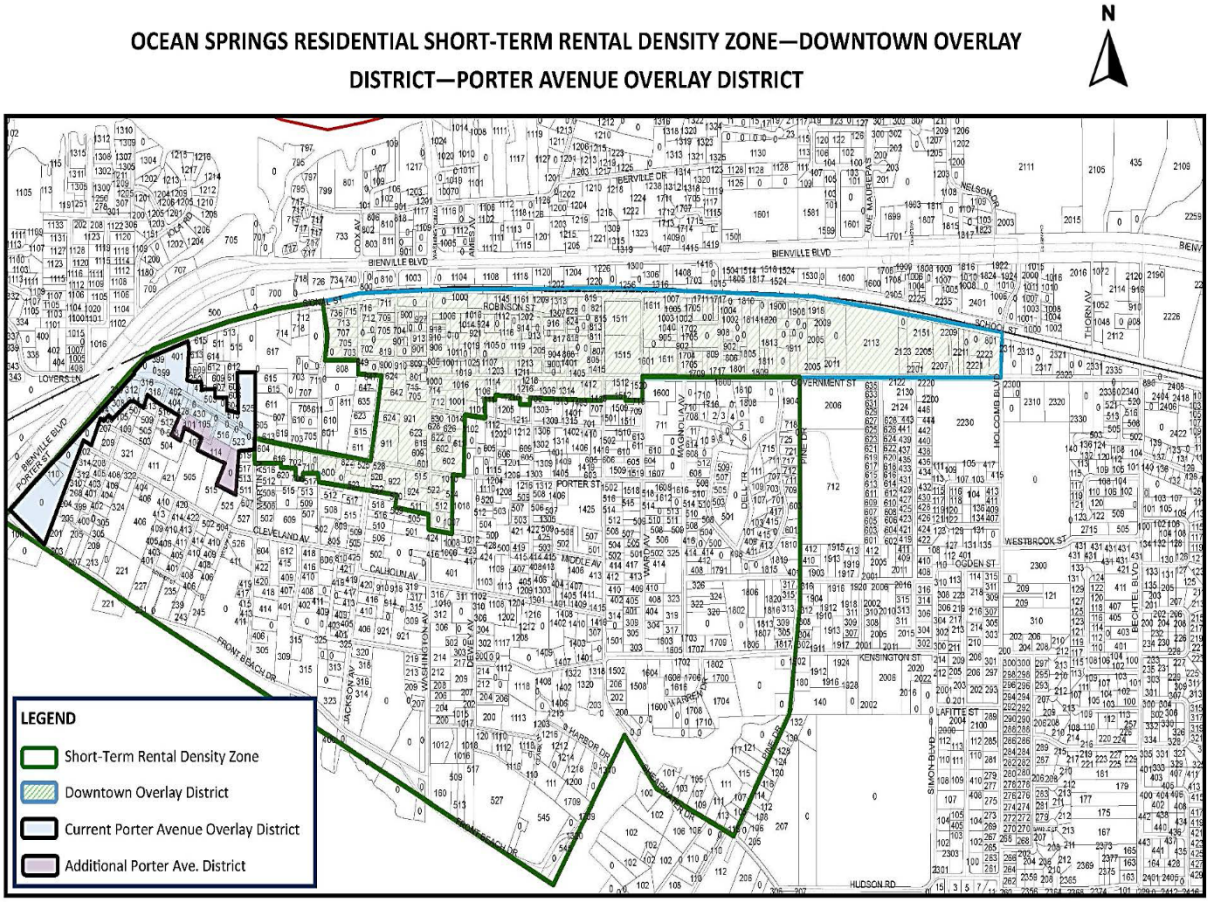
Short-term rental: Any dwelling or condominium or portion thereof that is available for use or is used for accommodations or lodging of guests, paying a fee or other compensation for a period of less than thirty (30) consecutive days. For the purpose of House Bill No. 1836 (1998) regarding a tax levy on lodging rentals, short-term rental "means any establishment engaged in the business of furnishing or

providing rooms intended or designed for dwelling, lodging or sleeping purposes to transient guests and which are known in the trade as such." The term "short-term rental" does not include any hospital, convalescent or nursing home, shell houses, group homes, or sanitarium or any facility associated with a hospital providing rooms for medical patients and their families. The term "short-term rental" shall also not include mobile homes, manufactured homes, group homes, travel trailers, tents, recreational vehicles, campers or other similar vehicles or structures nor does the term include a bed and breakfast permitted by city ordinances.

STR Density Zone: The defined area located in the western portion of the City Limits bounded by the CSX Railroad line on the north; Porter Avenue on the west; Front Beach Drive on the south, Harbor Drive, Inner Harbor, and Pine Drive on the east - excluding the existing Downtown Overlay District as identified in Section 3.9.5 of the Unified Development Code and the Porter Avenue Overlay District as identified in Section 3.9.4 of the Unified Development Code. A map illustrating the DENSITY ZONE, the DOWNTOWN OVERLAY District, and the PORTER AVENUE OVERLAY District is included as Exhibit A.

EXHIBIT A

OCEAN SPRINGS RESIDENTIAL SHORT-TERM RENTAL DENSITY ZONE—DOWNTOWN OVERLAY DISTRICT—PORTER AVENUE OVERLAY DISTRICT



(b) *Permit required.* It is unlawful to conduct or operate a short-term rental without having obtained a permit therefor.

(1) A short-term lodging, special use permit, local privilege license, and state tax registration are required for each short-term lodging rental unit.

(2) Applications may be made for a short-term rental special use permit in all residential zones subject to specific restrictions by zoning district.

(3) The permit process requires an application completed in accordance with the following which may be obtained at the city planning department.

a. The application shall contain such information as may be required by the Planning Director, including, but not limited to, the following: the location and address of the short-term rental property; the number of sleeping areas contained therein; the maximum number of occupants the short-term rental is intended to accommodate; the name(s) of the property owner(s); and the name, address, email address, and telephone number of the designated local property manager. The application shall also include a signed letter of acknowledgment from the designated property manager confirming acceptance of the responsibilities associated with the management and operation of the short-term rental property.

Additional required application materials shall include, but not be limited to, a copy of the proposed rental agreement; a parking plan; established house rules for occupants; a trash management plan addressing curbside collection and disposal procedures; any other rental agreement information required by the Planning Department; and signatures from all owners of record of the subject property acknowledging the application.

b. Submitted applications shall remain active for a period of thirty (30) days from the date of submission. If the applicant fails to submit all required documentation, schedule required inspections, or otherwise take the necessary steps to advance the application toward review or approval within the thirty (30)-day period, the application shall be deemed expired and administratively closed.

c. Applicants shall be allowed a maximum of three (3) inspection attempts per application. Failure to obtain inspection approval after the third inspection attempt shall result in the application being deemed expired and administratively closed. Any subsequent request shall require the submission of a new application and shall be subject to permit availability and all applicable requirements.

The Planning Director may, in limited circumstances, consider a request for an extension of the application expiration deadline or inspection deadline upon a written demonstration of hardship by the applicant. Any request for an extension shall be submitted prior to the expiration of the applicable deadline and shall only be considered when the applicant has demonstrated substantial progress in the permitting process and that the delay was caused by circumstances beyond the applicant’s reasonable control. All extension requests shall be reviewed on a case-by-case basis.

d. No person or entity shall advertise, offer, or otherwise promote any property as a short-term rental without first obtaining a valid short-term lodging permit issued by the City. For purposes of this section, "advertising" shall include, but not be limited to, online listings, printed materials, signage, social media postings, or any other form of communication or medium used to market or promote the property for short-term rental purposes.

Any violation of this section may be subject to applicable enforcement actions and penalties and may constitute grounds for denial or revocation of a short-term rental application or permit.

e. It shall be the duty of the applicant to notify the city planning department of any covenants or existing homeowners association which may have jurisdiction over the applicant's property. It shall be the further duty of the applicant to notify the affected homeowner's association of the application process, as well as to provide the city planning department with a copy of the covenants or a written statement of support from the homeowner's association which approves the request of the applicant for use of the owner's property as a short-term rental, as applicable. Failure to notify the city planning department of the existence of a homeowner's association may result in the suspension or revocation of the permit.

f. It shall be the duty of the applicant to ensure that the homeowner's liability insurance coverage does not exclude short-term rentals from coverage.

g. It shall be the duty of the applicant to produce proof of any mortgage or deed of trust which may encumber the property and submit proof that the mortgage or deed of trust does not prohibit the use of the property as a short-term rental.

h. The applicant shall execute a written statement acknowledging that a violation of the ordinances of the City of Ocean Springs related to rentals of less than thirty (30) days may result in the suspension or revocation of the permit.

i. A non-refundable application fee, as established in the most recently adopted Fee Schedule approved by the Board of Aldermen, shall be submitted by the applicant at the time the application is filed.

j. Not less than seven (7) days prior to the scheduled public hearing, the city shall send notification to all landowners within five hundred (500) feet of the applicant's land boundaries of the applicant's intent to obtain a permit to conduct or operate a short-term rental on the property owned by the applicant. Notification by the city shall be made by standard mail and shall be addressed to the landowner identified for each parcel in the ad valorem tax rolls for the city. Costs for the mailing will be provided by the applicant. The notification shall provide the following information to the landowners within five hundred (500) feet of the applicant's land boundaries:

    1. Name, address and telephone number of the applicant;

    2. The date, time and place of a hearing before the planning commission.

k. Notice will also be posted on the bulletin board at City Hall and a sign will be posted in the applicant's yard until such time as the permit is granted or denied. Notice shall be published in a local newspaper of general circulation within the city at least fifteen (15) days prior to the hearing. Each landowner within five hundred (500) feet of the applicant's boundary line who appears in the public hearing shall be afforded an opportunity to be heard in accordance with the regulations set by the planning commission.

l. At the conclusion of the public hearing, the planning commission shall recommend to approve or disapprove the application and send its decision, along with the reason for its

decision, to the Board of Aldermen. The matter shall be set on the agenda of the next city meeting after the time for appeal has lapsed.

m. Any applicant aggrieved by the decision of planning commission may appeal the decision to the board of aldermen not less than twenty-four (24) hours prior to the next scheduled board of aldermen meeting. The applicant shall file a notice of appeal with the city clerk and the item will be removed from the agenda. The public hearing for the appeal will be placed on the next available board of aldermen agenda following a fifteen-day notification period. The city shall send notification to all landowners within five hundred (500) feet of the applicant's land boundaries. Cost for the mailing will be provided by the applicant.

n. In the event that no appeal is filed, the recommendation of the Planning Commission shall be forwarded to the Mayor and Board of Aldermen for final consideration. The permit shall be issued or denied based upon the final decision of the Mayor and Board of Aldermen.

If an appeal is filed, the Board of Aldermen shall review the appeal and render a final decision regarding the issuance or denial of the permit, including the basis and reasons for such decision.

(4) The short-term rental must be in accordance with the currently adopted list of required improvements for enhanced life safety for occupant egress, which will be proposed by the building official to the planning commission for recommendation to the board of aldermen for adoption.

(5) Each short-term rental permit shall expire one year from the date of issuance of the permit.

(6) Permit renewal shall be obtained through the City Planning Department upon submission of the applicable renewal application and payment of the required fee as established in the most recently adopted Fee Schedule. As part of the renewal review process, the Planning Department shall review applicable City records and documentation related to the short-term lodging unit, including any complaints received and verified violations associated with the property.

Documented violations of applicable zoning regulations, building codes, property maintenance codes, and/or other local, state, or federal laws or regulations may be considered in the renewal determination and may constitute grounds for denial of permit renewal.

If permit renewal is denied, the Planning Department shall provide written notice to the property owner identifying the reason(s) for denial. The property owner shall have ten (10) days from the date of notification to appeal the denial to the Board of Aldermen. Any appeal shall be submitted in writing and filed with the City within ten (10) days following the notice of permit non-renewal.

(7) Renewal applicants for short-term rental permits shall submit a complete renewal application no later than thirty (30) days prior to the expiration date of the existing permit.

Following notification by the Planning Department that the renewed permit has been approved and is available for issuance, the applicant shall obtain the renewed permit within ten (10) days.

Failure to comply with the renewal application deadline or failure to obtain the renewed permit within the required timeframe may constitute grounds for denial of the renewal

application. It shall be the sole responsibility of the permit holder to monitor permit expiration dates and ensure timely submission of all required renewal materials.

(8) Approval of short-term lodging permit does not legalize any non-permitted use or structure. Short-term rental units are not to be used to distribute retail products or provide personal services to invitees for marketing or similar purposes. The outdoor display of goods and merchandise for sale is prohibited.

(9) Short-term lodging rental permits are not transferable. Upon sale or any type of transfer of the property, any permit issued pursuant to the terms set forth herein, shall automatically expire. Any new owner(s) or transferee(s) shall be required to apply for a new permit in accordance with this article.

(10) Any structure or unit that is deed restricted for affordable housing shall not be used as a short-term lodging rental.

(11) The total number of permits issued for residential short-term rental units shall be based on the following:

a. Properties located in the STR DENSITY ZONE as defined in Section 510(a) will not exceed fifty-five (55) short-term rental permits at any given time.

b. Properties located in the existing PORTER AVENUE CORRIDOR OVERLAY District as defined in the Unified Development Code, Section 3.9.4 will be excluded from any cap restrictions and any public hearing requirements.

c. Properties located in the existing DOWNTOWN OVERLAY District as defined in the Unified Development Code, Section 3.9.5 will be excluded from any cap restrictions and any public hearing requirements.

d. For properties within the DOWNTOWN OVERLAY DISTRICT and the PORTER AVENUE CORRIDOR OVERLAY DISTRICT, a notice will be mailed to property owners within five-hundred (500) feet of the subject property that will include information on short-term rentals and contact information. The notices will be mailed at the applicant's expense.

e. Properties located within the city limits but not included in the above referenced STR DENSITY ZONE, the DOWNTOWN OVERLAY District, or the PORTER AVENUE CORRIDOR OVERLAY District; shall not exceed sixty (60) short-term rentals at any given time.

(c) *Occupancy*. The maximum occupancy of each short-term rental shall be as determined by the building official and/or fire marshal based on the inspection of the premises and applicable laws, regulations and codes. Each permit shall specify the maximum number of occupants, which may be limited due to building or parking constraints.

(d) *Number of vehicles.* The maximum number of vehicles will be determined upon site inspection by the building department and should be compatible with the zoning and applicable parking ordinance. This number will be based on off-street parking availability and on-street conditions. It will be preferred that the applicant/owner provide off-street parking. In certain circumstances where no off-street parking exists and on-street constraints exist, the Planning Department may require that an off-street parking space be constructed or secured.

(e) *Registry of guests.* Each person granted a short-term rental permit shall keep or cause to be kept a registry of guests. Such registry or list shall be available for inspection upon ten (10) days' written notice by the planning department.

(f) *Noise*. Property owners and local property managers shall ensure that the occupants of the short-term lodging rental are aware of city noise ordinances and state laws regarding disturbing the peace.

(g) *Premises and garbage management*. It shall be the duty of every local property manager and/or owner to keep all of the rooms in connection with the short-term rental provided for the use of guests, in clean and sanitary condition; and to provide each guest with effective protection against flies, mosquitoes and other vermin. Garbage shall be disposed of in covered containers and placed in the scheduled pick-up location in accordance with section 20-3 of the Municipal Code.

(h) *Posting of rules.* Short-term lodging rental unit rules shall be posted inside the rental unit in a location readily visible to all tenants. The rules shall include occupancy limits, parking limits, noise restrictions, and garbage-management requirements. Reference to the most current short-term rental ordinance shall be posted within the unit and displayed at all times.

(i) *Local contact person.* All short-term lodging rentals shall designate a local property manager who will respond to the questions or concerns twenty-four (24) hours a day. The name, address and telephone number of the local contact person shall be included on the permit application and must meet the requirements as described in Section 510(a) Definitions. The contact information for the local contact person shall be posted permanently inside the short-term rental unit. The local contact person, property manager and/or property owner shall be considered the responsible person for violations of the short-term rental ordinance.

(j) *Complaints and dispute resolution.* Complaints regarding violations of this section that cannot be resolved through contact with the local property manager or property owner should be submitted to the Planning Department. If the issue relates to public safety and/or noise violations, the Ocean Springs Police Department should be contacted as with any similar residential complaint. The OSPD shall have an updated list provided by the planning department of all local contact persons for short-term rentals. Verified complaints concerning noncompliance with the terms of this section may be considered in determining whether or not a permit should be revoked.

(k) *Denial, nonrenewal, suspension, or revocation of permit.* A short-term rental permit may be denied, not renewed, suspended, or revoked for any of the following reasons, which shall include, but not be limited to:

(1) The property is located within a subdivision governed by an active homeowners' association whose adopted covenants prohibit short-term rentals. An applicant seeking a permit for property governed by a homeowners' association shall provide a letter of acknowledgment and support from the homeowners' association before the application may proceed. Failure to disclose that the property is governed by a homeowners' association may result in denial, nonrenewal, suspension, or revocation of the permit.

(2) The permit holder failed to comply with the requirements or conditions of this section during the preceding twelve-month period.

(3) Documented law enforcement responses involving verified disturbances, criminal activity, repeated nuisance complaints, or violations of applicable City ordinances, regardless of whether a citation or other formal enforcement action was issued.

(4) Any other reasonable factor or combination of factors, including, but not limited to, inadequate lot size, inadequate off-street or on-street parking, failure of the local property manager or designated contact person to respond, verified complaints, or violations of applicable zoning regulations, building codes, property maintenance codes, or other local, state, or federal laws or regulations.

(5) The Planning Department head is authorized to deny renewal of, suspend, or revoke a short-term rental permit. Before a permit is suspended or revoked, the property owner shall be provided written notice stating the reasons for the proposed action and, when the violation is capable of correction, shall be allowed ten (10) days from the date of the notice to correct the violation. If the violation is not corrected within the required period to the satisfaction of the Planning Department, or if the violation is not capable of correction, the Planning Department head may issue an order suspending or revoking the permit. The order shall be posted on the premises and mailed to the property owner and local property manager. Upon receipt of the order, the property shall cease operating as a short-term rental. The property owner may appeal an order denying renewal of, suspending, or revoking a permit by filing a written appeal with the Planning Department within ten (10) days after entry of the order. The challenged order shall remain in full force and effect during the pendency of the appeal. The appeal shall be presented to the Mayor and Board of Aldermen at the next available meeting following satisfaction of any applicable notice requirements. The property owner shall be provided with notice and an opportunity to be heard. The City may appoint a hearing officer to preside over the appeal and provide findings or recommendations to the Mayor and Board of Aldermen.

(l) *Violations*. Any persons or users who allow such use of a residential property in violation of this section shall be guilty of a misdemeanor.

For purposes of prosecution of violations of this chapter, each day that any violation occurs (rental without a permit) is deemed to constitute a separate violation. Those found guilty of such violation shall, upon conviction, be fined for each violation not exceeding two hundred fifty dollars ($250.00) for the first offense, not exceeding five hundred dollars ($500.00) for the second offense within a calendar year and not exceeding more than one thousand dollars ($1,000.00) for other offenses within a calendar year, plus all court costs.

(m) *Severability*. Should any portion, provision or section of this section be held void, unconstitutional or invalid, the remaining portion of the ordinance shall remain in full force and effect.

(n) *Conflicts*. It is hereby provided that the provisions of these laws or regulations shall not be construed as being in conflict with the provisions of any of the laws or regulations of Ocean Springs, Mississippi. In any case where the provisions in these laws or regulations and the provisions of other regulations both apply, the provisions of this section shall govern for the purpose of short-term rentals of residential dwellings or condominiums.

(o) *Review*. The city shall review the ordinance from which this section was derived annually to evaluate the benefits recognized by the use of short-term rentals, as well as, any adverse impact the use of short-term rentals may have.

SECTION 2: Any and all ordinances or parts thereof in conflict or inconsistent with any of the terms and provisions of this Ordinance are hereby repealed to such extent as they are so in conflict or inconsistent.

SECTION 3: It is hereby declared to be the intention of the Board of Aldermen that the sections, paragraphs, clauses, sentences, and provisions of this Ordinance are severable, and if any section, paragraph, clause, sentence, or provision of this Ordinance is declared unconstitutional or otherwise invalid, such declaration shall not affect any of the remaining sections, paragraphs, clauses, sentences, or provisions of this Ordinance.

SECTION 4: A summary of this Ordinance shall be published once in a newspaper of general circulation in the City of Ocean Springs.

SECTION 5: During such time as the summary of this Ordinance is being published in the local newspaper, the full text of the amendment shall be posted pursuant to Miss. Code Ann. § 21-17-19(3), and a full copy shall be available for public inspection upon request.

SECTION 6: This Ordinance shall become effective thirty (30) days after adoption as provided by law.

SECTION 7: Upon adoption, the City Clerk shall cause this Ordinance to be recorded in the Book of Ordinances of the City of Ocean Springs, Mississippi.

SECTION 8: The provisions of this Ordinance may be included and incorporated into the Code of Ordinances of the City of Ocean Springs, Mississippi, as an amendment thereto and appropriately renumbered to conform with the unified numbering system of the Code.

The above Ordinance, having been first reduced to writing, the vote was as follows:

Alderman Tillis _____

Alderman Stennis _____

Alderman Wade _____

Alderman Pfeiffer _____

Alderman Blackman _____

Alderman Messenger _____

Alderman Hinton _____

BY THE ORDER OF THE MAYOR AND BOARD OF ALDERMEN of the City of Ocean Springs, Mississippi, on this the _____ day of _____, 2026.

_____ _____

MAYOR COX **CITY CLERK C. MILLARD**

MEMORANDUM

To: Mayor & Board of Aldermen

From: Amanda Crose, Planning Director

Re: ORDINANCE INTRODUCTION: Amending Appendix D, Section 511, Short-Term Rentals

Section: OLD BUSINESS

Meeting Date: August 4, 2026

At the previous meeting of the Mayor and Board of Aldermen, a motion was approved directing staff to place the proposed administrative amendments to the City's Short-Term Rental regulations on the next available agenda.

In accordance with that direction, the attached ordinance amending and restating Appendix D, Section 511, Short-Term Rentals, is presented for introduction. The proposed amendments revise administrative procedures related to short-term rental applications, inspections, renewals, advertising, local property management, complaints, enforcement, and the denial, nonrenewal, suspension, and revocation of permits.

This ordinance is presented for introduction only. In accordance with applicable law, it will be scheduled for final consideration and adoption at a subsequent meeting.

ORD 2026 - DRAFT

AN ORDINANCE AMENDING OCEAN SPRINGS CODE OF ORDINANCES, APPENDIX D, SECTION 511, SHORT TERM RENTALS

WHEREAS, the City of Ocean Springs, Mississippi, previously adopted Appendix D, Section 511, Short-Term Rentals, through Ordinance No. 2015-11, adopted July 7, 2015; Ordinance No. 2018-02, Sections II—XXV, adopted February 20, 2018; Ordinance No. 2019-19, Section I, adopted December 17, 2019; Ordinance No. 2021-25, Section I, adopted December 7, 2021; Ordinance No. 2023-07, Sections I—VI, adopted May 16, 2023; and Ordinance No. 2024-05, Sections I and II, adopted July 2, 2024; and

WHEREAS, the Mayor and Board of Aldermen find it necessary and desirable to amend Appendix D, Section 511, Short-Term Rentals, to promote the public health, safety, and welfare of the citizens of Ocean Springs; and

WHEREAS, the Planning Department has recommended adoption of the amendments deemed appropriate for application within the City;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF OCEAN SPRINGS, MISSISSIPPI, AS FOLLOWS:

SECTION 1.

Appendix D, Section 511, Short-Term Rentals, of the Code of Ordinances of the City of Ocean Springs, Mississippi, is hereby amended and restated in its entirety to read as follows:

Sec. 511. Short-Term Rentals.

(a) *Definition.* The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section:

Local property manager: The person specifically named on the application and permit who is responsible for the day-to-day operation of the short-term rental and who is available to respond to problems or concerns twenty-four (24) hours a day. The local property manager may be the owner or an agent of the owner.

Short-term rental: "Short-term rental" means any dwelling or condominium or portion thereof that is available for use or is used for accommodations or lodging of guests, paying a fee or other compensation for a period of less than thirty (30) consecutive days. For the purposes of House Bill No. 1836 (1998) regarding a tax levy on lodging rentals, "short-term rental" means any

establishment engaged in the business of furnishing or providing rooms intended or designed for dwelling, lodging or sleeping purposes to transient guests and which are known in the trade as such. The term "short-term rental" does not include any hospital, convalescent or nursing home or sanitarium, or any facility associated with a hospital providing rooms for medical patients and their families.

(b) *Permit and License required.* It is unlawful to conduct or operate a short-term rental without first obtaining all permits, licenses, and registrations required by this section.

(1) A short-term lodging rental permit, local privilege license, and state tax registration are required for each short-term lodging rental unit.

(2) License applications may be made for short-term lodging rentals in all commercial zones.

(3) The license process requires:

a. Completed application, obtained at the Planning Department.

1. Applications shall contain such information as the Planning Director may from time to time require, including, but not limited to, the location/address of the short-term rental, number of sleeping areas or rooms therein contained, the maximum number of persons the short-term rental proposes to accommodate, the name of the property owner(s), the name, address, email address, and telephone number of the local property manager, copy of the rental agreement, proposed parking plan, house rules, a plan for trash management related to curbside pick-up, proof of state tax registration, local privilege license information, and signatures of all owners of record of the subject property. The applicant shall also provide a signed acknowledgment letter from the designated property manager confirming acceptance of the responsibilities associated with management of the short-term rental property.

2. The application shall include a statement by the applicant affirming that the applicant is in compliance with applicable zoning requirements, building codes, deed restrictions and/or covenants and has paid all applicable taxes, fees and other charges, including the taxes approved by House Bill 1836 (1998).

b. A non-refundable application fee, as established in the most recently adopted Fee Schedule approved by the Board of Aldermen, shall be submitted by the applicant at the time the application is filed.

c. Submitted applications shall remain active for a period of thirty (30) days from the date of submission. If the applicant fails to submit all required documentation, schedule required inspections, or otherwise take the necessary steps to advance the application toward review or approval within the thirty (30)-day period, the application shall be deemed expired and administratively closed.

d. Applicants shall be allowed a maximum of three (3) inspection attempts per application. Failure to obtain inspection approval after the third inspection attempt shall result in the application being deemed expired and administratively closed. Any subsequent request shall require the submission of a new application and shall be subject to permit availability and all applicable requirements.

(4) Each short-term rental license shall expire one (1) year from the date of issuance of the permit.

(5) Renewal applicants for short-term rental permits must submit a complete renewal application no later than thirty (30) days prior to the expiration of their previous one-year permit. Once notified by the Planning Department that the renewed permit is ready, applicants must pick up their permit within ten (10) days of receiving the notification. Failure to renew a permit within the specified timeframe or to acknowledge receipt of the permit within the designated period may serve as grounds for denial of the permit renewal. It is the responsibility of the permit holder to ensure timely compliance with these requirements. Permit renewal process will include staff review of city records or other documentation pertaining to complaints, if any, that have been received about the specific short-term rental unit under consideration. Filed complaints involving violations of the zoning codes, building codes, property maintenance codes and/or applicable laws or regulations may be a basis for denying a permit renewal.

(6) Approval of a short-term lodging rental permit does not legalize any non-permitted use or structure. Short-term rental units are not to be used to distribute retail products or personal services to invitees for marketing or similar purposes. The outdoor display of goods and merchandise for sale is prohibited.

(7) Short-term lodging rental permits are not transferrable. Upon transfer of the property, the new owner, if desired, may apply for a new permit in accordance with this article.

(8) Any structure or unit that is deed-restricted for affordable housing shall not be used as a short-term lodging rental.

(9) No person or entity shall advertise or cause to be advertised any property as a short-term rental without first obtaining a valid short-term rental permit issued by the City. For the purposes of this provision, "advertising" includes, but is not limited to, online listings, print materials, signage, or any other medium used to promote the property for short-term rental purposes. Violation of this section may result in penalty, code enforcement, and may also serve as grounds for denial of a short-term rental permit.

(c) *Occupancy.* The maximum occupancy is determined by the building official and/or fire marshal based on an inspection of the premises and applicable laws, regulations and codes. Each permit shall specify the maximum number of occupants, which may be limited due to building or parking constraints.

(d) *Number of vehicles.* The maximum number of vehicles will be determined upon site inspection by the building department and should be compatible with the zoning. This number will be based on off-street parking availability and on-street conditions. It will be preferred that the licensee provide off-street parking. In certain circumstances where no off-street parking exists and on-street constraints exist, the building official may require an off-street parking space to be constructed or secured.

(e) *Register of guests.* Each short-term rental licensee shall keep or cause to be kept a register of guests. Such registration or list shall be available for inspection upon ten (10) days written notice by the building official or designee.

(f) *Noise.* Property owners and local property managers shall ensure that the occupants of the short-term lodging rental are aware of city noise ordinances and state laws regarding disturbing the peace.

(g) *Premises and garbage management.* It shall be the duty of every local property manager and property owner to keep all rooms used in connection with the short-term rental in a clean and sanitary condition and to provide guests with effective protection against flies, mosquitoes, and other vermin. Garbage shall be disposed of in covered containers and placed at the scheduled pickup location in accord with section 20-3 of the Municipal Code.

(h) *Posting of rules.* The rules applicable to the short-term rental shall be posted inside the rental unit in a location readily visible to all occupants. The posted rules shall include occupancy limits, parking limits, noise restrictions, garbage-management requirements, and contact information for the local property manager.

(i) *Local contact person.* All short-term lodging rentals shall designate a local property manager (The local property manager shall reside within Hancock, Harrison, or Jackson County, Mississippi) who will respond to questions or concerns twenty-four (24) hours a day. The name, address, and phone number(s) of the local contact person shall be submitted to the planning department and city police department during the permitting process. The name, address and phone number(s) of the local contact person shall be posted prominently inside the short-term lodging rental unit. The local property manager and/or property owners shall be considered the responsible person for violations of the short-term rental ordinance.

(j) *Complaints and dispute resolution.* Complaints regarding violations of this section should first be directed to the local property manager or property owner. Complaints that cannot be resolved through such contact should be submitted to the Planning Department. Matters involving public safety, criminal activity, or noise violations should be reported to the Ocean Springs Police Department. The Building Department shall provide the Police Department with an updated list of all local contact persons for short-term rentals so that the appropriate contact person may be reached when complaints are received after regular business hours.

(k) *Denial, nonrenewal, suspension, or revocation of permit.* A short-term rental permit may be denied, not renewed, suspended, or revoked for reasons including, but not limited to, the following:

(1) The applicant or permit holder failed to comply with the conditions of the permit or the requirements of this section during the current or preceding permit year.

(2) Documented law enforcement responses involving verified disturbances, criminal activity, repeated nuisance complaints, or violations of applicable City ordinances, regardless of whether a citation or other formal enforcement action was issued.

(3) Any other reasonable factor or combination of factors, including, but not limited to, inadequate lot size, inadequate off-street or on-street parking, failure of the local property manager or designated contact person to respond, verified complaints, or violations of applicable zoning regulations, building codes, property maintenance codes, or other local, state, or federal laws or regulations.

(4) For any of the reasons stated herein, the Planning Director shall have the authority to deny renewal of, suspend, or revoke a short-term rental permit. The permit holder shall be provided written notice identifying the basis for the proposed revocation and shall be afforded ten (10) days to correct the identified violation(s). If the violation is not corrected within the

prescribed period to the satisfaction of the Planning Department, or if the violation is not capable of correction, the Planning Director may issue an order suspending or revoking the permit. The order shall be mailed to the property owner and designated local property manager and may be posted on the premises. Upon receipt of the order, all short-term rental operations shall cease immediately. The permit holder may appeal an order denying renewal of, suspending, or revoking a permit by submitting a written appeal to the Planning Department within ten (10) days after the date of the order. The challenged order shall remain in effect during the pendency of the appeal. The appeal shall be placed on the next available agenda of the Mayor and Board of Aldermen following satisfaction of any applicable notice requirements. The permit holder shall be provided notice and an opportunity to be heard.

(l) *Separate violations.* For purposes of prosecution of violations of this section, each day that any violation occurs (operation without a required permit or license) is deemed to constitute a separate violation. Those found guilty of such violation shall, upon conviction, be fined for each violation not exceeding two hundred fifty dollars ($250.00) for the first offense, not exceeding five hundred dollars ($500.00) for the second offense within a calendar year, and not exceeding one thousand dollars ($1,000.00) for other offenses within a calendar year, plus all court costs.

(m) *Constitutionality.* Should any portion, provision, or section of this ordinance be held void, unconstitutional or invalid, the remaining portion of the ordinance shall remain in full force and effect.

(n) *Conflicts.* It is hereby provided that the provisions of these regulations shall not be construed as being in conflict with the provisions of any other regulations of Ocean Springs, Mississippi. In any case when the provisions of these regulations and the provisions of other regulations both apply, the provisions of this ordinance shall govern for the purposes of short-term rentals in dwellings or condominiums.

SECTION 2: Any and all ordinances or parts thereof in conflict or inconsistent with any of the terms and provisions of this Ordinance are hereby repealed to such extent as they are so in conflict or inconsistent.

SECTION 3: It is hereby declared to be the intention of the Board of Aldermen that the sections, paragraphs, clauses, sentences, and provisions of this Ordinance are severable, and if any section, paragraph, clause, sentence, or provision of this Ordinance is declared unconstitutional or otherwise

invalid, such declaration shall not affect any of the remaining sections, paragraphs, clauses, sentences, or provisions of this Ordinance.

SECTION 4: A summary of this Ordinance shall be published once in a newspaper of general circulation in the City of Ocean Springs.

SECTION 5: During such time as the summary of this Ordinance is being published in the local newspaper, the full text of the amendment shall be posted pursuant to Miss. Code Ann. § 21-17-19(3), and a full copy shall be available for public inspection upon request.

SECTION 6: This Ordinance shall become effective thirty (30) days after adoption as provided by law.

SECTION 7: Upon adoption, the City Clerk shall cause this Ordinance to be recorded in the Book of Ordinances of the City of Ocean Springs, Mississippi.

SECTION 8: The provisions of this Ordinance may be included and incorporated into the Code of Ordinances of the City of Ocean Springs, Mississippi, as an amendment thereto and appropriately renumbered to conform with the unified numbering system of the Code.

The above Ordinance, having been first reduced to writing, the vote was as follows:

Alderman Tillis _____

Alderman Stennis _____

Alderman Wade _____

Alderman Pfeiffer _____

Alderman Blackman _____

Alderman Messenger _____

Alderman Hinton _____

BY THE ORDER OF THE MAYOR AND BOARD OF ALDERMEN of the City of Ocean Springs, Mississippi, on this the _____ day of _____, 2026.

_____ _____

MAYOR COX **CITY CLERK C. MILLARD**

MEMORANDUM

To: Mayor & Board of Aldermen

From: Amanda Crose, Planning Director

Re: 110A Shearwater Drive - PIDN: 60130590.072 - Owen White - Requesting approval for a Certificate of Appropriateness (COA) to construct an 18' diameter, round sitting area with gravel, grey pave, and grey stone border, along with a 4' x 24' pathway leading to the existing driveway

Section: OLD BUSINESS

Meeting Date: August 4, 2026

At a previous meeting of the Mayor and Board of Aldermen, discussion occurred during the Aldermen's Forum regarding the Historic Preservation Commission's inability to consider Commissioner Owen White's application because a quorum could not be established. The application was originally scheduled for the May 2026 regular meeting of the Historic Preservation Commission. However, because the applicant was not present when the item was called, the Commission voted to table the application until the next available meeting in June 2026.

A quorum was not established at the June 2026 regular Historic Preservation Commission meeting. As a result, a Special Called Meeting was held on June 15, 2026, to consider the pending agenda items. During that meeting, all applications were heard and acted upon except for Commissioner White's application. Because the application involved his own property, Commissioner White was required to recuse himself from the proceedings. Following his recusal, only three commissioners remained eligible to participate, which was insufficient to constitute a quorum. Consequently, the Commission was unable to take action on the application. At the July 2026 regular meeting, a quorum again could not be established, preventing the Commission from conducting business. Commissioner White subsequently requested that the application be brought before the Mayor and Board of Aldermen for consideration.

Mr. Owen White submitted an application on April 4, 2026, requesting a Certificate of Appropriateness (COA) to construct an 18-foot-diameter circular sitting area consisting of gravel with gray pavers and a gray stone border, together with a 4-foot by 24-foot pathway connecting the sitting area to the existing driveway. The property is located within the Shearwater Historic District and is zoned R-1 Low-Density Single-Family Residential.

The Historic Design Guidelines provide that modern recreational features should not be visible from the public right-of-way or located within the front yard. Instead, such features should be located in the rear yard, or the side yard may be acceptable provided they are adequately screened from public view. Although the proposed sitting area is located within the side yard, it is substantially screened from the public right-of-way by several mature trees, an existing fence along the front property line, and

established landscaping. As a result, the feature is not readily visible from the street and is consistent with the intent of the Historic Design Guidelines.

Public hearing notices were mailed to property owners within the required 500-foot notification area, and the required public hearing sign was posted on the property on April 27, 2026. No public comments or letters of opposition have been received.

Potential Motion:

A motion to approve or deny a Certificate of Appropriateness (COA) to construct an 18-foot-diameter circular sitting area consisting of gravel with gray pavers and a gray stone border, together with a 4-foot by 24-foot pathway connecting the sitting area to the existing driveway.

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

HISTORIC PRESERVATION COMMISSION REPORT

MEETING DATE: July 16, 2026 - attempted but no quorum
(Deferred from May meeting due to applicant not being present. No quorum for June or July meetings

APPLICANT/OWNER: Owen White

REQUESTED ACTION: Certificate of Appropriateness (COA)

DATE OF APPLICATION: April 4, 2026

LOCATION: 110A Shearwater Drive – Ward 2
Shearwater Historic District

PARCEL NUMBER: 60130590.072



Figure 1. Historic Preservation Commission Signage

I. REQUEST SUMMARY:

The applicant, Owen White, is requesting approval of a Certificate of Appropriateness (COA) to construct an 18' diameter, round sitting area with gravel, grey pave stones, and grey stone border as shown in the site plan along with a 4' x 24' pathway leading to existing driveway

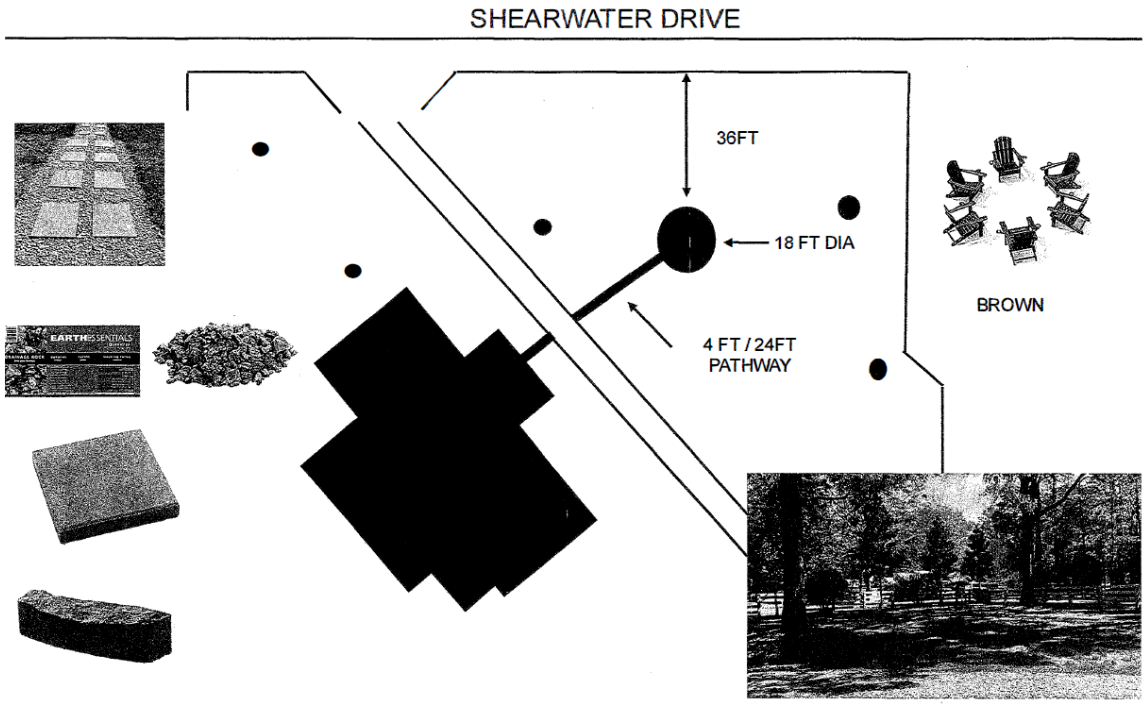


Figure 2. Site plan and Material

II. ZONING/LAND USE:

The subject property is zoned R-1, Low-Density Single-Family – single-family dwelling



Figure 3. Subject Property and Adjacent Zoning Districts



Figure 4. Shearwater Historic District

III. SHEARWATER HISTORIC DISTRICT:

The Shearwater Historic District is a scenic waterfront area characterized by bluffs overlooking the Mississippi Sound, dense vegetation, and homes set along long private drives. The district reflects a range of architectural styles—including Southern farmhouse, Bungalow, French Provincial, and Colonial Revival—illustrating its gradual development while maintaining a strong relationship with the natural landscape.

The district is also historically significant as the home of Shearwater Pottery, widely recognized through the work of artist Walter Inglis Anderson and his brother, Peter Anderson. Unlike more urban historic districts, Shearwater's character is defined as much by its natural setting as by its architecture.

IV. OCEAN SPRINGS HISTORIC DESIGN GUIDELINES:

Recreation & Mechanical: Modern recreation and mechanical features should not be visible from the public view. They should never be placed on the façade of a building or in the front yard. Generally, it is best for such features to be placed at the rear of the property. Placement to the side may be acceptable provided that the feature is screened from public view.

V. FINDINGS:

- The proposed improvements will be constructed using following materials:
  - EARTHESSENTIALS BY QUIKRETE 0.5 cu ft Gray Drainage rock (0.5 - 3-in)
  - 12.0-in L x 12.0-in W x 2.0-in H Square Gray Concrete Patio stone
  - Oldcastle Chiseledge 10-in L x 4-in W x 3-in H Gray Concrete Straight edging stone

VI. PUBLIC NOTICES:

- Historic Preservation Commission yard sign was posted on property on April 27, 2026, and notifications were mailed to adjacent property owners within a 500-foot radius on April 27, 2026. This case was deferred from the May 14, 2026 and June 11, 2026 meeting due to lack of a quorum.

VII. PUBLIC FEEDBACK

None received as of July 10, 2026

VIII. POTENTIAL MOTION

A motion to recommend **approval** of Certificate of Appropriateness to construct an 18' diameter, round sitting area with gravel, grey pave stones, and grey stone border as shown in the site plan along with a 4' x 24' pathway leading to existing driveway.

-OR-

A motion to recommend **denial** of Certificate of Appropriateness to construct an 18' diameter, round sitting area with gravel, grey pave stones, and grey stone border as shown in the site plan along with a 4' x 24' pathway leading to existing driveway.

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: 4-6-26

[Applications are due by the 7th of each month for consideration the FOLLOWING month.]

APPLICATION FEE: $50.00 (NON-REFUNDABLE)– 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: 110A Shearwater Drive

Property Owner(s): OWEN WHITE

Parcel ID Number: _____ **Approximate Age of Home:** 3yrs

***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: OWEN WHITE

Address: 110 A Shearwater Drive

City: Ocean Springs State: MS Zip: 39564

Phone: 205-415-1981 Email: OWHIT3@YAHOO.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

☐ BOWEN	☐ MARBLE SPRINGS	☒ SHEARWATER
☐ INDIAN SPRINGS	☐ OLD OCEAN SPRINGS	☐ SULLIVAN-CHARNELY
☐ LOVER'S LANE	☐ RAILROAD	☐ 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.

OWEN WHITE
Printed Name of Owner

Signature of Owner

Printed Name of Authorized Agent

Signature of Authorized Agent

4-6-26
Date

******** APPLICANT MUST ATTEND HEARING ********

— CERTIFICATE OF APPROPRIATENESS APPLICATION —

DESCRIPTION OF REQUEST ATTACHMENT FOR:

EXTERIOR PAINTING (CONTRIBUTING STRUCTURES ONLY)

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. Period color schemes are encouraged; however, other colors may be acceptable. **Submit color samples for:**
   a. _____ Main Body;
   b. _____ Trim or Decorative Features; and
   c. _____ Accent areas such as lattice, shutters, porch, deck, etc.

Description: _____

N/A

— Attach Additional Sheets if Needed —

— 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: Adding sitting area with pathway. Pathway ≈ 4ft wide and 24ft long coming off driveway. Sitting area is round with an 18ft diameter. Surface will be grey landscape gravel with grey pave stones as pictured. With grey border stone.

— Attach Additional Sheets if Needed —

— CERTIFICATE OF APPROPRIATENESS APPLICATION —

DESCRIPTION OF REQUEST ATTACHMENT FOR:

DEMOLITION

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:

a. _____ Photographs of all sides of the structure to be removed;

b. _____ Site plan showing locations of structures, fences, walls, walkways, and protected trees;

c. _____ Provide a sketch showing intent for the property. In considering an application for the demolition of a landmark or resource with a historic district, the following shall be considered:

1. The individual historical or architectural significance of the resource;
2. The importance or contribution of the resource to the aesthetics of the district;
3. The difficulty or impossibility of reproducing such a resource because of its texture, design, material, or detail; and
4. The proposed replacement structure and the future utilization.

Description: _____

— Attach Additional Sheets if Needed —

— Certificate Of Appropriateness Application —

Description of Request Attachment for:

SIGNAGE

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:

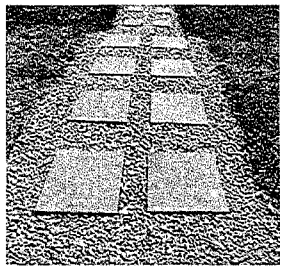
a. _____ Scaled drawings of proposed sign; and

b. _____ Site plan showing locations of all structures, protected trees, and proposed sign location.

Description: N/A

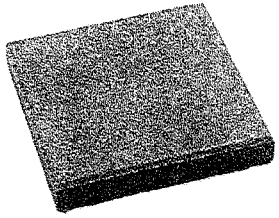
— Attach Additional Sheets if Needed —

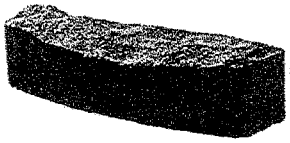
SHEARWATER DRIVE

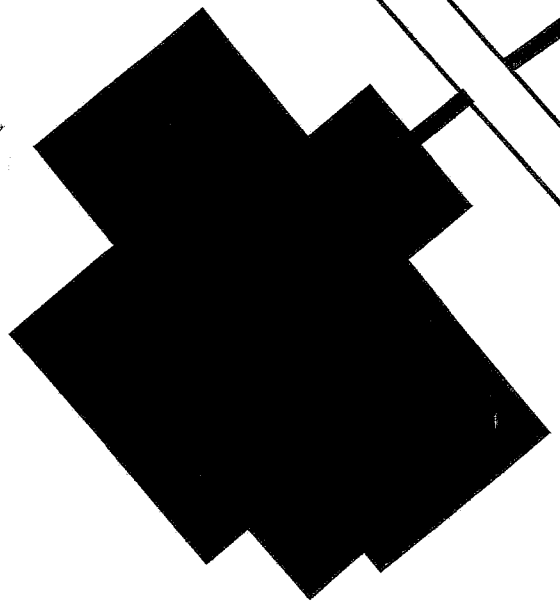








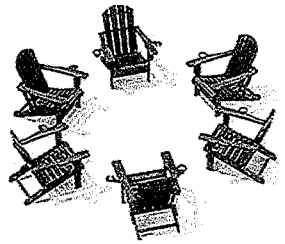




36FT

18 FT DIA

4 FT / 24FT
PATHWAY



BROWN

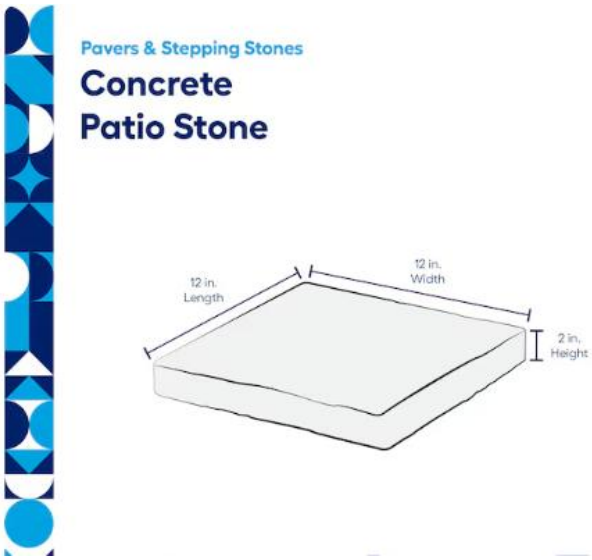




Oldcastle - Chiseledge 10-in L x 4-in W x 3-in H Gray Concrete...

Item #4143789
Model #14200446

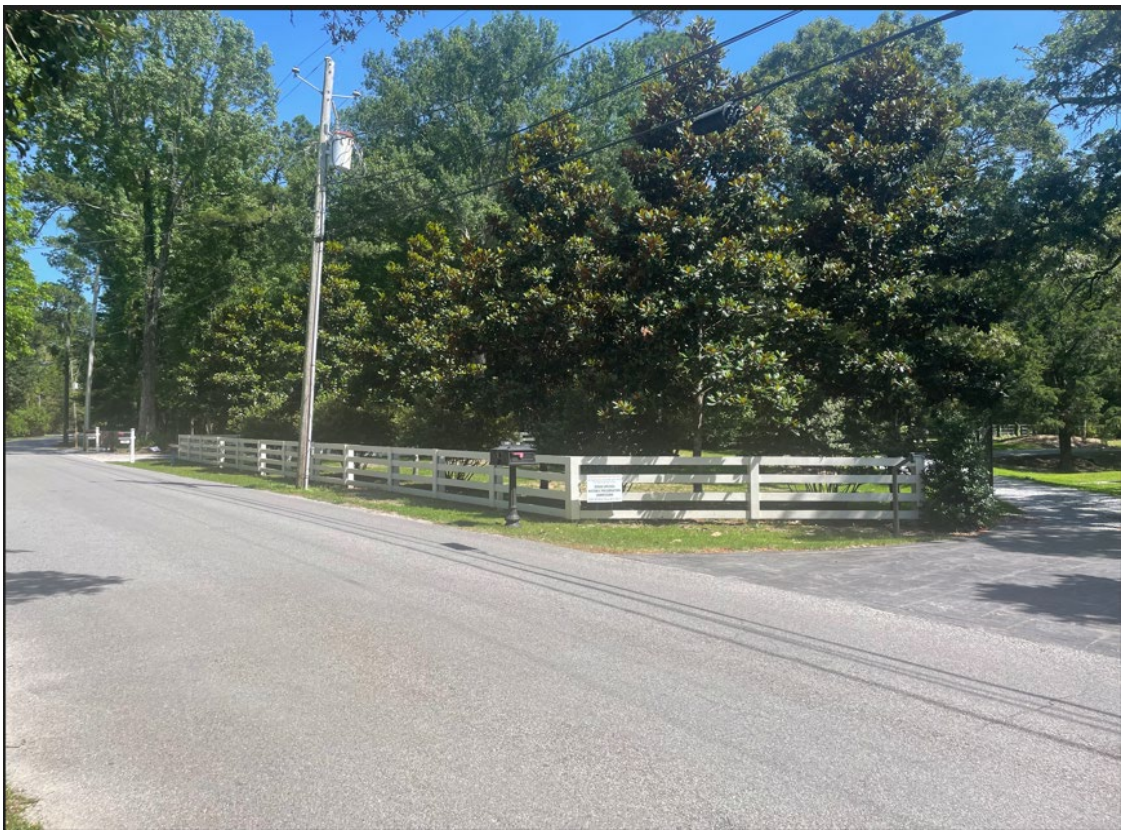






EARTHESSENTIALS BY QUIKRETE
0.5 cu ft Gray Drainage rock (0.5 - 3-in)





OFFICIAL RECORDS JACKSON COUNTY
Josh Eldridge
CHANCERY CLERK
RECORDING FEE: $27.00
#202102822 BK:2009 PG:779-784
02/04/2021 09:57:15 AM 6 PGS
RVANHORN,DC Rcpt#3372

202102822 6 PGS

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

Grantors:
Frances Sue White
Kathy S. Lantrip
& Nancy J. Gables
110 Shearwater Drive
Ocean Springs, MS 39564
Telephone: (228) 990-4072

Return To:
David B. Pilger
Attorney at Law
1406 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011
File #O187015X

Grantees:
Owen E. White
110 Shearwater Drive
Ocean Springs, MS 39564
Telephone: (228) 990-4072

INDEXING INSTRUCTIONS: Parcel of land situated in Sec. 30, T7S, R8W, Jackson County, MS

STATE OF MISSISSIPPI
COUNTY OF JACKSON

QUITCLAIM DEED

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, we, **Frances Sue White, Kathy S. Lantrip, and Nancy J. Gables,** do hereby release and quitclaim unto **Owen E. White**, all of that certain tract, piece or parcel of land situated in Jackson County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

Legal Description Attached as Exhibit "A"

No title exam was performed, and no title examination was requested. The description used on this deed was provided by the Client. No search was made of public records to determine the accuracy of said description and said attorney, in preparing this deed, has relied, at the request of the Client, on the representation of the Grantor that the description provided is proper and accurate.

WITNESS MY SIGNATURE, on this the 14 day of November, A.D., 2020.

Frances Sue White
Frances Sue White

ACKNOWLEDGEMENT

STATE OF MISSISSIPPI
COUNTY OF JACKSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, **Frances Sue White,** who acknowledged before me that she signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 14 day of November, A.D. 2020.

(AFFIX SEAL)



David M Storey
NOTARY PUBLIC

My commission expires: 1/18/2023

WITNESS MY SIGNATURE, on this the 14 day of November, A.D., 2020.

Kathy S. Lantrip

ACKNOWLEDGEMENT

STATE OF MISSISSIPPI
COUNTY OF JACKSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, **Kathy S. Lantrip,** who acknowledged before me that she signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 14 day of November, A.D. 2020.



(AFFIX SEAL)

NOTARY PUBLIC

My commission expires: 1/18/2023

WITNESS MY SIGNATURE, on this the 9 day of October, A.D., 2020.

Nancy J. Gables

Nancy J. Gables

ACKNOWLEDGEMENT

STATE OF MISSISSIPPI
COUNTY OF JACKSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, **Nancy J. Gables,** who acknowledged before me that she signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 9th day of OCTOBER, A.D. 2020.

(AFFIX SEAL)

CHRISTIAN M. COOPER
NOTARY PUBLIC
STATE OF ALABAMA
COMM. EXP. 01-23-2024

NOTARY PUBLIC

My commission expires: 1/23/2024

EXHIBIT "A"

PARCEL 1 DESCRIPTION per preliminary survey by The Woodlands Group (attached):

COMMENCE AT A POINT BEING USED AS THE SOUTHEAST CORNER OF LOT 15, POINT-O-PINES SUBDIVISION, AS PER MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MISSISSIPPI IN PLAT BOOK 2 PAGE 21 ; THENCE ALONG THE NORTH MARGIN OF SHEARWATER DRIVE, RUN NORTH 64°07'45" WEST 108.38 FEET TO A POINT; THENCE RUN SOUTH 25°52'15" WEST 29.57 FEET TO A POINT ON THE SOUTH MARGIN OF SHEARWATER DRIVE AND THE POINT OF BEGINNING; THENCE, ALONG THE SOUTH MARGIN OF SHEARWATER DR, RUN NORTH 64°15'35" WEST 25.42 FEET TO A POINT; THENCE RUN NORTH 64°17'06" WEST 104.81 FEET TO A POINT; THENCE RUN NORTH 64°52'47" WEST 25.01 FEET TO A POINT; THENCE RUN SOUTH 42°55'19" WEST 207.61 FEET TO A POINT; THENCE RUN SOUTH 64°37'03" EAST 181.32 FEET TO A POINT; THENCE RUN NORTH 35°51'30" EAST 200.65 FEET TO THE POINT OF BEGINNING. HAVING AN AREA OF 0.76 ACRES, MORE OR LESS.

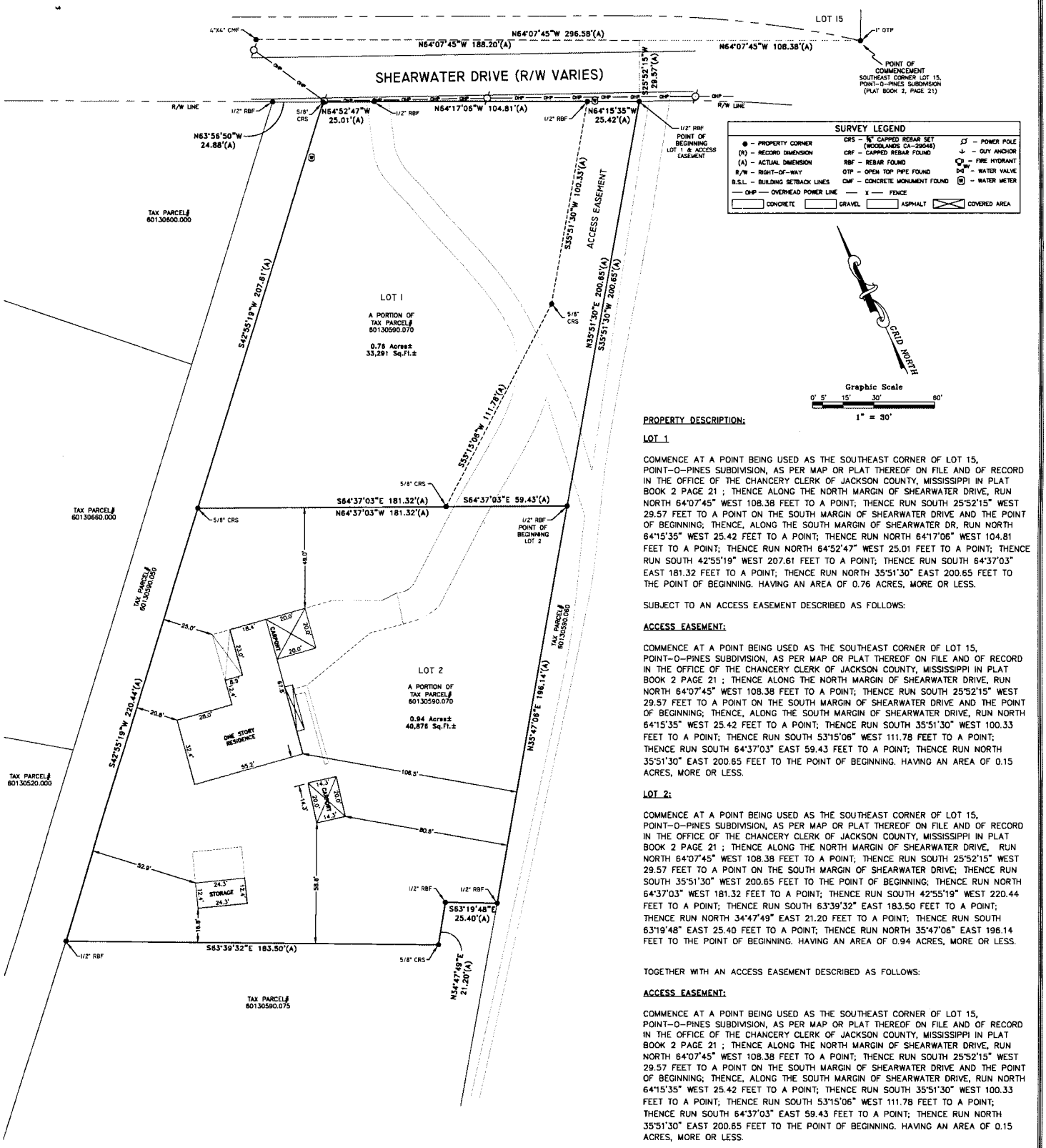
LESS AND EXCEPT:

EASEMENT DESCRIPTION:

COMMENCE AT A POINT BEING USED AS THE SOUTHEAST CORNER OF LOT 15, POINT-O-PINES SUBDIVISION, AS PER MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MISSISSIPPI IN PLAT BOOK 2 PAGE 21 ; THENCE ALONG THE NORTH MARGIN OF SHEARWATER DRIVE, RUN NORTH 64°07'45" WEST 108.38 FEET TO A POINT; THENCE RUN SOUTH 25°52'15" WEST 29.57 FEET TO A POINT ON THE SOUTH MARGIN OF SHEARWATER DRIVE AND THE POINT OF BEGINNING; THENCE, ALONG THE SOUTH MARGIN OF SHEARWATER DRIVE, RUN NORTH 64°15'35" WEST 25.42 FEET TO A POINT; THENCE RUN SOUTH 35°51'30" WEST 100.33 FEET TO A POINT; THENCE RUN SOUTH 53°15'06" WEST 111.78 FEET TO A POINT; THENCE RUN SOUTH 64°37'03" EAST 59.43 FEET TO A POINT; THENCE RUN NORTH 35°51'30" EAST 200.65 FEET TO THE POINT OF BEGINNING. HAVING AN AREA OF 0.15 ACRES, MORE OR LESS.

*As described in the survey by James Fraiser, III of The Woodlands Group, Surveying Solutions dated 1/4/2021 attached hereto as Exhibit "B"

Exhibit 'B'



PROPERTY DESCRIPTION:

LOT 1

COMMENCE AT A POINT BEING USED AS THE SOUTHEAST CORNER OF LOT 15, POINT-O-PINES SUBDIVISION, AS PER MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MISSISSIPPI IN PLAT BOOK 2 PAGE 21 ; THENCE ALONG THE NORTH MARGIN OF SHEARWATER DRIVE, RUN NORTH 64°07'45" WEST 108.38 FEET TO A POINT; THENCE RUN SOUTH 25°52'15" WEST 29.57 FEET TO A POINT ON THE SOUTH MARGIN OF SHEARWATER DRIVE AND THE POINT OF BEGINNING; THENCE, ALONG THE SOUTH MARGIN OF SHEARWATER DR, RUN NORTH 64°15'35" WEST 25.42 FEET TO A POINT; THENCE RUN NORTH 64°17'06" WEST 104.81 FEET TO A POINT; THENCE RUN NORTH 64°52'47" WEST 25.01 FEET TO A POINT; THENCE RUN SOUTH 42°55'19" WEST 207.61 FEET TO A POINT; THENCE RUN SOUTH 64°37'03" EAST 181.32 FEET TO A POINT; THENCE RUN NORTH 35°51'30" EAST 200.65 FEET TO THE POINT OF BEGINNING. HAVING AN AREA OF 0.76 ACRES, MORE OR LESS.

SUBJECT TO AN ACCESS EASEMENT DESCRIBED AS FOLLOWS:

ACCESS EASEMENT:

COMMENCE AT A POINT BEING USED AS THE SOUTHEAST CORNER OF LOT 15, POINT-O-PINES SUBDIVISION, AS PER MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MISSISSIPPI IN PLAT BOOK 2 PAGE 21 ; THENCE ALONG THE NORTH MARGIN OF SHEARWATER DRIVE, RUN NORTH 64°07'45" WEST 108.38 FEET TO A POINT; THENCE RUN SOUTH 25°52'15" WEST 29.57 FEET TO A POINT ON THE SOUTH MARGIN OF SHEARWATER DRIVE AND THE POINT OF BEGINNING; THENCE, ALONG THE SOUTH MARGIN OF SHEARWATER DRIVE, RUN NORTH 64°15'35" WEST 25.42 FEET TO A POINT; THENCE RUN SOUTH 35°51'30" WEST 100.33 FEET TO A POINT; THENCE RUN SOUTH 53°15'06" WEST 111.78 FEET TO A POINT; THENCE RUN SOUTH 64°37'03" EAST 59.43 FEET TO A POINT; THENCE RUN NORTH 35°51'30" EAST 200.65 FEET TO THE POINT OF BEGINNING. HAVING AN AREA OF 0.15 ACRES, MORE OR LESS.

LOT 2:

COMMENCE AT A POINT BEING USED AS THE SOUTHEAST CORNER OF LOT 15, POINT-O-PINES SUBDIVISION, AS PER MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MISSISSIPPI IN PLAT BOOK 2 PAGE 21 ; THENCE ALONG THE NORTH MARGIN OF SHEARWATER DRIVE, RUN NORTH 64°07'45" WEST 108.38 FEET TO A POINT; THENCE RUN SOUTH 25°52'15" WEST 29.57 FEET TO A POINT ON THE SOUTH MARGIN OF SHEARWATER DRIVE; THENCE RUN SOUTH 35°51'30" WEST 200.65 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 64°37'03" WEST 181.32 FEET TO A POINT; THENCE RUN SOUTH 42°55'19" WEST 220.44 FEET TO A POINT; THENCE RUN SOUTH 63°39'32" EAST 183.50 FEET TO A POINT; THENCE RUN NORTH 34°47'49" EAST 21.20 FEET TO A POINT; THENCE RUN SOUTH 63°19'48" EAST 25.40 FEET TO A POINT; THENCE RUN NORTH 35°47'08" EAST 196.14 FEET TO THE POINT OF BEGINNING. HAVING AN AREA OF 0.94 ACRES, MORE OR LESS.

TOGETHER WITH AN ACCESS EASEMENT DESCRIBED AS FOLLOWS:

ACCESS EASEMENT:

COMMENCE AT A POINT BEING USED AS THE SOUTHEAST CORNER OF LOT 15, POINT-O-PINES SUBDIVISION, AS PER MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MISSISSIPPI IN PLAT BOOK 2 PAGE 21 ; THENCE ALONG THE NORTH MARGIN OF SHEARWATER DRIVE, RUN NORTH 64°07'45" WEST 108.38 FEET TO A POINT; THENCE RUN SOUTH 25°52'15" WEST 29.57 FEET TO A POINT ON THE SOUTH MARGIN OF SHEARWATER DRIVE AND THE POINT OF BEGINNING; THENCE, ALONG THE SOUTH MARGIN OF SHEARWATER DRIVE, RUN NORTH 64°15'35" WEST 25.42 FEET TO A POINT; THENCE RUN SOUTH 35°51'30" WEST 100.33 FEET TO A POINT; THENCE RUN SOUTH 53°15'06" WEST 111.78 FEET TO A POINT; THENCE RUN SOUTH 64°37'03" EAST 59.43 FEET TO A POINT; THENCE RUN NORTH 35°51'30" EAST 200.65 FEET TO THE POINT OF BEGINNING. HAVING AN AREA OF 0.15 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. UNLESS STATED OTHERWISE HEREON, THIS PLAT WAS PREPARED WITHOUT BENEFIT OF AN ABSTRACT OF TITLE. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO ANY MATTER THAT MIGHT BE DISCOVERED BY AN ABSTRACT OR TITLE SEARCH OF THE PROPERTY.
2. REPRODUCTIONS OF THIS PLAT ARE NOT VALID UNLESS SEALED WITH AN ORIGINAL SURVEYOR'S SEAL.
3. TYPE OF SURVEY – BOUNDARY SURVEY (PARCEL DIVISION)
4. ALL BEARINGS BASED ON GLOBAL POSITIONING SYSTEM OBSERVATION USING THE NORTH AMERICAN DATUM OF 1983. ALL DISTANCES SHOWN ARE GROUND DISTANCES. ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH U.S. STANDARD FEET.
5. FIELD WORK WAS PERFORMED 12/15/2020.
6. THIS IS A CLASS "C" SURVEY.

SURVEYORS CERTIFICATION:

STATE OF MISSISSIPPI, COUNTY OF JACKSON
I, JAMES FRAISER III, A LICENSED PROFESSIONAL SURVEYOR IN JACKSON COUNTY, MISSISSIPPI, HEREBY CERTIFY THAT ALL PARTS OF THIS PLAT AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

James Fraiser III

DATE 1/04/2021

JAMES FRAISER III
MS. LICENSE NO. 30740
THE WOODLANDS GROUP LLC
P.O. BOX 843, OCEAN SPRINGS, MS 39566
PHONE: 228-818-4763

JAMES FRAISER III LICENSED PROFESSIONAL SURVEYOR PS-30740 STATE OF MISSISSIPPI

	REFERENCE MATERIAL	DATE
1.	RECORD DEED BOOK 1916 PAGE 651	11/17/2019
2.	RECORD DEED BOOK 1902 PAGE 6861	9/07/2018
3.		
4.		

BOUNDARY SURVEY
TAX PARCEL#60130590.070
SHEARWATER DRIVE, OCEAN SPRINGS,
JACKSON COUNTY, MISSISSIPPI
SECTION-30, TOWNSHIP-7-SOUTH, RANGE-8-WEST

CLIENT: WHITE	
FIELD WORK BY: JF, KA	DATE: 12/15/2020
DRAWN BY: KJ	DRAWING NO.: 20112-MBS
CHECKED BY: JF	SHEET 1 OF 1
SCALE: 1"=30'	

THE WOODLANDS GROUP
Surveying Solutions

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, May 14, 2026, at 6:00 p.m.

Regarding the following:

110A Shearwater Drive – PIDN: 60130590.072 – Owen White – Requesting approval of a Certificate of Appropriateness (COA) to construct an 18' diameter, round sitting area with gravel, grey pave stones, and grey stone border as shown in the site plan along with a 4' x 24' pathway leading to existing driveway

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.

MEMORANDUM

To: Mayor & Board of Aldermen

From: Amanda Crose, Planning Director

Re: 110A Shearwater Drive - PIDN: 60130590.072 - Owen White - Requesting approval of a Certificate of Appropriateness (COA) to install a 12' x 24' swimming pool in the rear yard, including a concrete pool deck and a 4' black aluminum fence surrounding the pool area

Section: OLD BUSINESS

Meeting Date: August 4, 2026

At a previous meeting of the Mayor and Board of Aldermen, discussion occurred during the Aldermen's Forum regarding the Historic Preservation Commission's inability to consider an application submitted by Commissioner Owen White due to the lack of a quorum. At the July 2026 Historic Preservation Commission meeting, a quorum was not established and, therefore, no business could be conducted. Commissioner White's application for a proposed sitting area was also unable to be heard at the previous Historic Preservation Commission meeting due to the lack of a quorum. As a result, Mr. White requested that both his previously submitted application for a sitting area and his application for a swimming pool be placed on the Board of Aldermen agenda for consideration.

Mr. Owen White submitted an application on June 7, 2026, requesting a Certificate of Appropriateness (COA) to install a 12-foot by 24-foot swimming pool in the rear yard, including a concrete pool deck and a 4-foot-tall black aluminum fence surrounding the pool area. The property is located within the Shearwater Historic District and is zoned R-1 Low-Density Single-Family Residential.

The Historic Design Guidelines provide that modern recreational features should not be visible from the public right-of-way or located within the front yard. Instead, such features should be located in the rear yard, or the side yard may be acceptable provided they are adequately screened from public view. The proposed swimming pool is located entirely within the rear yard and is not visible from the public right-of-way, consistent with the Historic Design Guidelines.

Public hearing notices were mailed to property owners within the required 500-foot notification area, and the Historic Preservation Commission public hearing sign was posted on the property on June 26, 2026. No public comments or letters of opposition have been received.

Potential Motion:
A motion to approve or deny a Certificate of Appropriateness (COA) to install a 12-foot by 24-foot swimming pool in the rear yard, including a concrete pool deck and a 4-foot-tall black aluminum fence surrounding the pool area.

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

HISTORIC PRESERVATION COMMISSION REPORT

MEETING DATE:	July 16, 2026
APPLICANT/OWNER:	Owen White
REQUESTED ACTION:	Certificate of Appropriateness (COA)
DATE OF APPLICATION:	June 7, 2026
LOCATION:	110A Shearwater Drive – Ward 2 Shearwater Historic District
PARCEL NUMBER:	60130590.072



Figure 1: Historic Preservation Commission Property Signage

I. REQUEST SUMMARY:

The applicant, Owen White, is requesting approval of a Certificate of Appropriateness (COA) to install a 12' x 24' swimming pool in the rear yard, including a concrete pool deck and a 4' black aluminum fence surrounding the pool area.

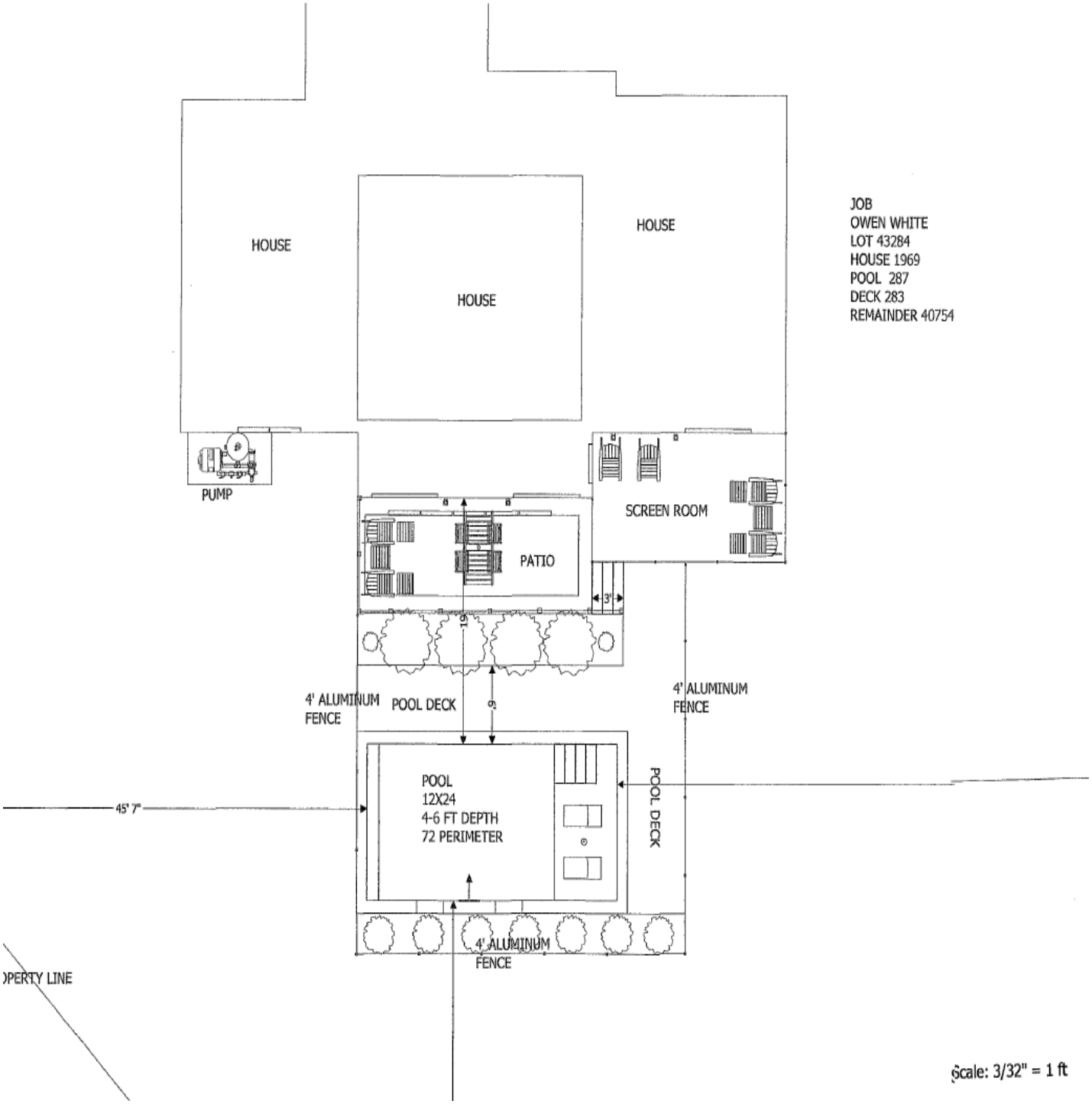


Figure 2: Site plan

II. ZONING/LAND USE:

The subject property is zoned R-1, Low-Density Single-Family – single-family dwelling



Figure 3. Subject Property and Adjacent Zoning Districts



Figure 4: Shearwater Historic District

III. SHEARWATER HISTORIC DISTRICT:

The Shearwater Historic District is a scenic waterfront area characterized by bluffs overlooking the Mississippi Sound, dense vegetation, and homes set along long private drives. The district reflects a range of architectural styles—including Southern farmhouse, Bungalow, French Provincial, and Colonial Revival—illustrating its gradual development while maintaining a strong relationship with the natural landscape.

The district is also historically significant as the home of Shearwater Pottery, widely recognized through the work of artist Walter Inglis Anderson and his brother, Peter Anderson. Unlike more urban historic districts, Shearwater's character is defined as much by its natural setting as by its architecture.

IV. OCEAN SPRINGS HISTORIC DESIGN GUIDELINES:

Recreation & Mechanical: Modern recreation and mechanical features should not be visible from the public view. They should never be placed on the façade of a building or in the front yard. Generally, it is best for such features to be placed at the rear of the property. Placement to the side may be acceptable provided that the feature is screened from public view.

Walls & Fences: The Historic District Design Guidelines recognize fences as important site features that contribute to the character of the district. New fences should be compatible with the architectural style of the property and surrounding neighborhood. While front-yard fences should generally remain low and open in design, the guidelines specifically permit privacy fencing in rear yard areas. Backyard privacy fences are considered appropriate when located behind the primary structure and designed in a manner that minimizes visual impacts on adjacent properties and public rights-of-way.



Figure 5. Proposed Rendering

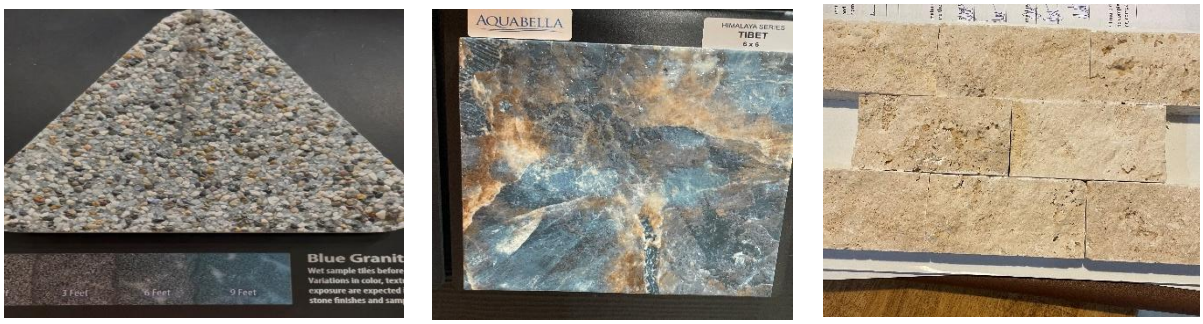


Figure 6. Proposed Materials



V. FINDINGS:

- The proposed swimming pool and associated improvements will be located within the rear yard, consistent with the Historic District Design Guidelines for the placement of recreational features.
- The proposed 4-foot black fence surrounding the pool area is located within the rear yard and is consistent with the Historic District Design Guidelines for backyard fencing.
- The proposed pool includes a Blue Granite pebble-finish interior, Tibet tile waterline border, Ivory tile accents on the water wall feature, and Ivory Travertine coping with a bullnose finish, as shown in the submitted plans and material specifications.

VI. PUBLIC NOTICES:

- Historic Preservation Commission yard sign was posted on property on June 26, 2026
- Notifications were mailed to adjacent property owners within a 500-foot radius on June 26, 2026.

VII. PUBLIC FEEDBACK

None received as of July 10, 2026

VIII. POTENTIAL MOTION

A motion to recommend **approval** of Certificate of Appropriateness to install a 12' x 24' swimming pool in the rear yard, including a concrete pool deck and a 4' black aluminum fence surrounding the pool area.

-OR-

A motion to recommend **denial** of Certificate of Appropriateness to install a 12' x 24' swimming pool in the rear yard, including a concrete pool deck and a 4' black aluminum fence surrounding the pool area.

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: _____

[Applications are due by the 7th of each month for consideration the FOLLOWING month.]

APPLICATION FEE: $50.00 (NON-REFUNDABLE)– 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: 110A Shearwater Drive

Property Owner(s): OWEN WHITE

Parcel ID Number: _____ **Approximate Age of Home:** 3

***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: OWEN WHITE

Address: 110 A Shearwater Drive

City: Ocean Springs State: MS Zip: 39564

Phone: 205-415-1981 Email: OWHITJ@YAHOO.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

☐ BOWEN	☐ MARBLE SPRINGS	☑ SHEARWATER
☐ INDIAN SPRINGS	☐ OLD OCEAN SPRINGS	☐ SULLIVAN-CHARNELY
☐ LOVER'S LANE	☐ RAILROAD	☐ 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.

OWEN WHITE
Printed Name of Owner

Signature of Owner

Printed Name of Authorized Agent

Signature of Authorized Agent

6-7-26
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: INSTALL A 12' X 24' Pool in backyard with 4' BLACK FENCE with concrete pad Pictures + dimensions included

— Attach Additional Sheets if Needed —

— CERTIFICATE OF APPROPRIATENESS APPLICATION —

DESCRIPTION OF REQUEST ATTACHMENT FOR:

EXTERIOR PAINTING (CONTRIBUTING STRUCTURES ONLY)

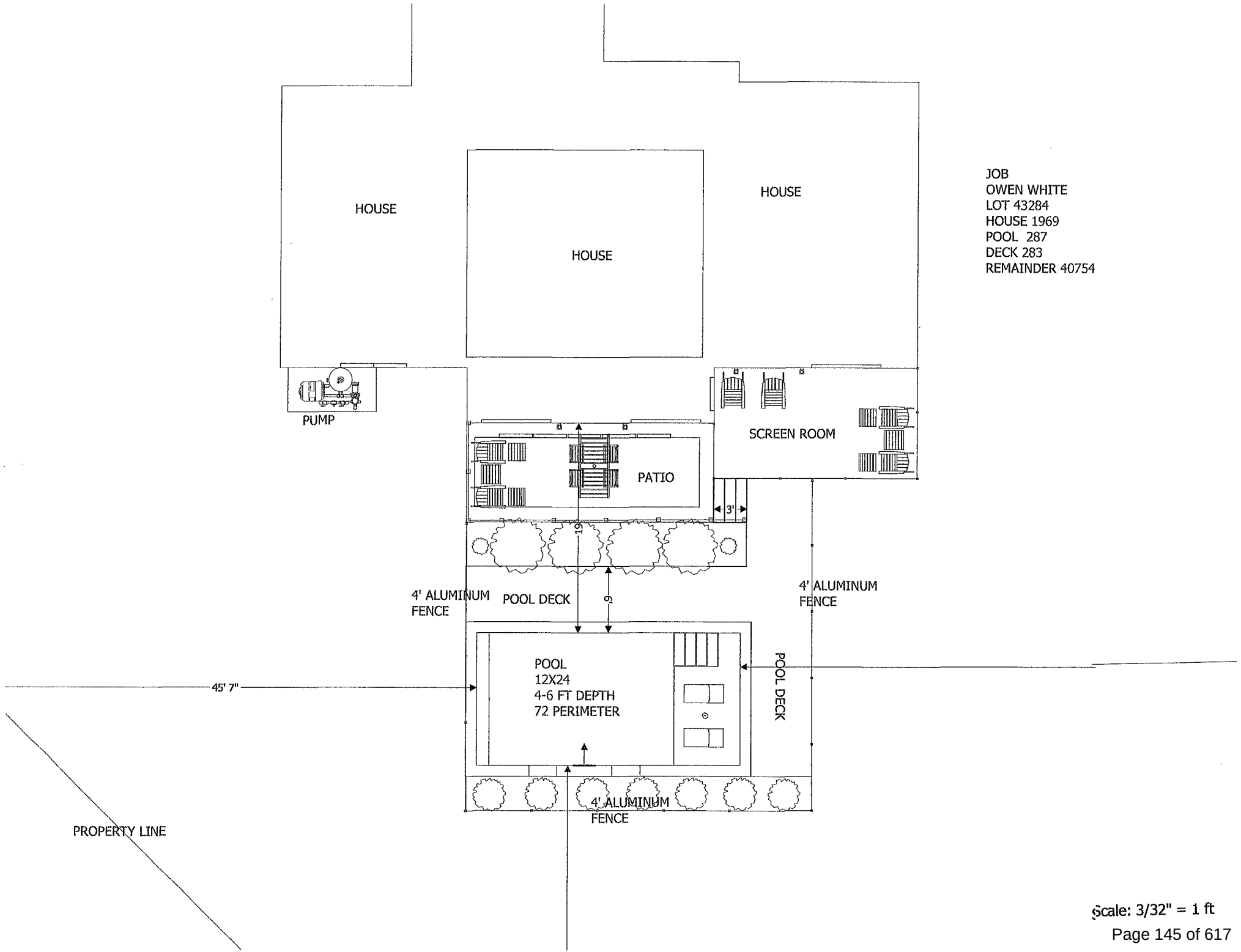
NOTE: Architectural plans and rendering are encouraged; if not available, roughly scaled and dimensional drawings will suffice. Documentation must be provided in a format that can be easily copied for the design process. Architectural drawing, construction details, landscape plans, etc., should be printed 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. Period color schemes are encouraged; however, other colors may be acceptable. **Submit color samples for:**
   a. _____ Main Body;
   b. _____ Trim or Decorative Features; and
   c. _____ Accent areas such as lattice, shutters, porch, deck, etc.

Description: N/A

— Attach Additional Sheets if Needed —



JOB
OWEN WHITE
LOT 43284
HOUSE 1969
POOL 287
DECK 283
REMAINDER 40754

Scale: 3/32" = 1 ft


VIP3D

OFFICIAL RECORDS JACKSON COUNTY
Josh Eldridge
CHANCERY CLERK
RECORDING FEE: $27.00
#202102822 BK:2009 PG:779-784
02/04/2021 09:57:15 AM 6 PGS
RVANHORN,DC Rcpt#3372

202102822 6 PGS

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

Grantors:
Frances Sue White
Kathy S. Lantrip
& Nancy J. Gables
110 Shearwater Drive
Ocean Springs, MS 39564
Telephone: (228) 990-4072

Return To:
David B. Pilger
Attorney at Law
1406 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011
File #O187015X

Grantees:
Owen E. White
110 Shearwater Drive
Ocean Springs, MS 39564
Telephone: (228) 990-4072

INDEXING INSTRUCTIONS: Parcel of land situated in Sec. 30, T7S, R8W, Jackson County, MS

STATE OF MISSISSIPPI
COUNTY OF JACKSON

QUITCLAIM DEED

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, we, **Frances Sue White, Kathy S. Lantrip, and Nancy J. Gables,** do hereby release and quitclaim unto **Owen E. White**, all of that certain tract, piece or parcel of land situated in Jackson County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

Legal Description Attached as Exhibit "A"

No title exam was performed, and no title examination was requested. The description used on this deed was provided by the Client. No search was made of public records to determine the accuracy of said description and said attorney, in preparing this deed, has relied, at the request of the Client, on the representation of the Grantor that the description provided is proper and accurate.

WITNESS MY SIGNATURE, on this the 14 day of November, A.D., 2020.

Frances Sue White
Frances Sue White

ACKNOWLEDGEMENT

STATE OF MISSISSIPPI
COUNTY OF JACKSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, **Frances Sue White,** who acknowledged before me that she signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 14 day of November, A.D. 2020.

(AFFIX SEAL)



David M Storey
NOTARY PUBLIC

My commission expires: 1/18/2023

WITNESS MY SIGNATURE, on this the 14 day of November, A.D., 2020.

Kathy S. Lantrip

ACKNOWLEDGEMENT

STATE OF MISSISSIPPI
COUNTY OF JACKSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, **Kathy S. Lantrip,** who acknowledged before me that she signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 14 day of November, A.D. 2020.



(AFFIX SEAL)

NOTARY PUBLIC

My commission expires: 1/18/2023

WITNESS MY SIGNATURE, on this the 9 day of October, A.D., 2020.

Nancy J. Gables

Nancy J. Gables

ACKNOWLEDGEMENT

STATE OF MISSISSIPPI
COUNTY OF JACKSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, **Nancy J. Gables,** who acknowledged before me that she signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 9th day of OCTOBER, A.D. 2020.

(AFFIX SEAL)

CHRISTIAN M. COOPER
NOTARY PUBLIC
STATE OF ALABAMA
COMM. EXP. 01-23-2024

NOTARY PUBLIC

My commission expires: 1/23/2024

EXHIBIT "A"

PARCEL 1 DESCRIPTION per preliminary survey by The Woodlands Group (attached):

COMMENCE AT A POINT BEING USED AS THE SOUTHEAST CORNER OF LOT 15, POINT-O-PINES SUBDIVISION, AS PER MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MISSISSIPPI IN PLAT BOOK 2 PAGE 21 ; THENCE ALONG THE NORTH MARGIN OF SHEARWATER DRIVE, RUN NORTH 64°07'45" WEST 108.38 FEET TO A POINT; THENCE RUN SOUTH 25°52'15" WEST 29.57 FEET TO A POINT ON THE SOUTH MARGIN OF SHEARWATER DRIVE AND THE POINT OF BEGINNING; THENCE, ALONG THE SOUTH MARGIN OF SHEARWATER DR, RUN NORTH 64°15'35" WEST 25.42 FEET TO A POINT; THENCE RUN NORTH 64°17'06" WEST 104.81 FEET TO A POINT; THENCE RUN NORTH 64°52'47" WEST 25.01 FEET TO A POINT; THENCE RUN SOUTH 42°55'19" WEST 207.61 FEET TO A POINT; THENCE RUN SOUTH 64°37'03" EAST 181.32 FEET TO A POINT; THENCE RUN NORTH 35°51'30" EAST 200.65 FEET TO THE POINT OF BEGINNING. HAVING AN AREA OF 0.76 ACRES, MORE OR LESS.

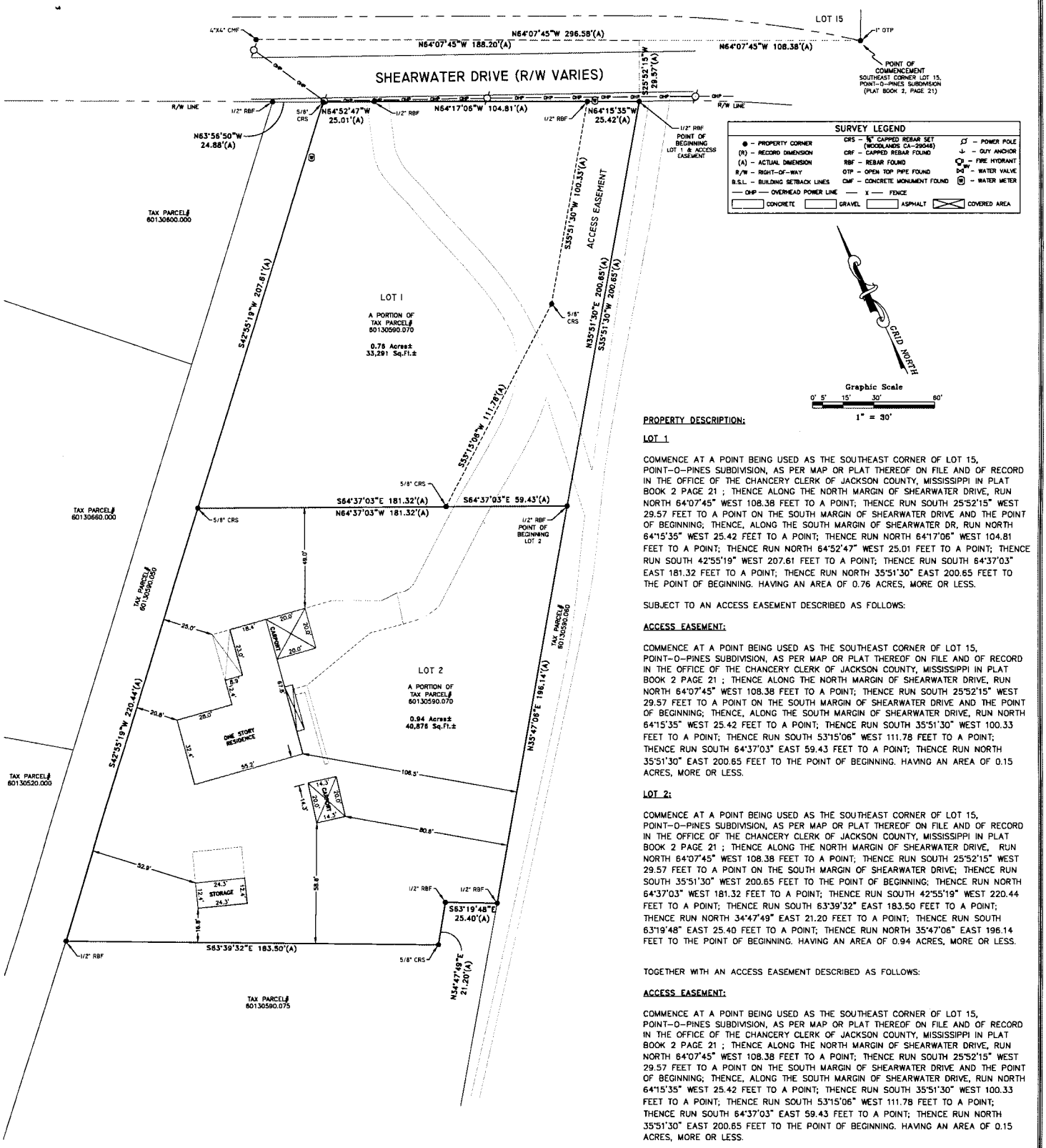
LESS AND EXCEPT:

EASEMENT DESCRIPTION:

COMMENCE AT A POINT BEING USED AS THE SOUTHEAST CORNER OF LOT 15, POINT-O-PINES SUBDIVISION, AS PER MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MISSISSIPPI IN PLAT BOOK 2 PAGE 21 ; THENCE ALONG THE NORTH MARGIN OF SHEARWATER DRIVE, RUN NORTH 64°07'45" WEST 108.38 FEET TO A POINT; THENCE RUN SOUTH 25°52'15" WEST 29.57 FEET TO A POINT ON THE SOUTH MARGIN OF SHEARWATER DRIVE AND THE POINT OF BEGINNING; THENCE, ALONG THE SOUTH MARGIN OF SHEARWATER DRIVE, RUN NORTH 64°15'35" WEST 25.42 FEET TO A POINT; THENCE RUN SOUTH 35°51'30" WEST 100.33 FEET TO A POINT; THENCE RUN SOUTH 53°15'06" WEST 111.78 FEET TO A POINT; THENCE RUN SOUTH 64°37'03" EAST 59.43 FEET TO A POINT; THENCE RUN NORTH 35°51'30" EAST 200.65 FEET TO THE POINT OF BEGINNING. HAVING AN AREA OF 0.15 ACRES, MORE OR LESS.

*As described in the survey by James Fraiser, III of The Woodlands Group, Surveying Solutions dated 1/4/2021 attached hereto as Exhibit "B"

Exhibit 'B'



PROPERTY DESCRIPTION:

LOT 1

COMMENCE AT A POINT BEING USED AS THE SOUTHEAST CORNER OF LOT 15, POINT-O-PINES SUBDIVISION, AS PER MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MISSISSIPPI IN PLAT BOOK 2 PAGE 21 ; THENCE ALONG THE NORTH MARGIN OF SHEARWATER DRIVE, RUN NORTH 64°07'45" WEST 108.38 FEET TO A POINT; THENCE RUN SOUTH 25°52'15" WEST 29.57 FEET TO A POINT ON THE SOUTH MARGIN OF SHEARWATER DRIVE AND THE POINT OF BEGINNING; THENCE, ALONG THE SOUTH MARGIN OF SHEARWATER DR, RUN NORTH 64°15'35" WEST 25.42 FEET TO A POINT; THENCE RUN NORTH 64°17'06" WEST 104.81 FEET TO A POINT; THENCE RUN NORTH 64°52'47" WEST 25.01 FEET TO A POINT; THENCE RUN SOUTH 42°55'19" WEST 207.61 FEET TO A POINT; THENCE RUN SOUTH 64°37'03" EAST 181.32 FEET TO A POINT; THENCE RUN NORTH 35°51'30" EAST 200.65 FEET TO THE POINT OF BEGINNING. HAVING AN AREA OF 0.76 ACRES, MORE OR LESS.

SUBJECT TO AN ACCESS EASEMENT DESCRIBED AS FOLLOWS:

ACCESS EASEMENT:

COMMENCE AT A POINT BEING USED AS THE SOUTHEAST CORNER OF LOT 15, POINT-O-PINES SUBDIVISION, AS PER MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MISSISSIPPI IN PLAT BOOK 2 PAGE 21 ; THENCE ALONG THE NORTH MARGIN OF SHEARWATER DRIVE, RUN NORTH 64°07'45" WEST 108.38 FEET TO A POINT; THENCE RUN SOUTH 25°52'15" WEST 29.57 FEET TO A POINT ON THE SOUTH MARGIN OF SHEARWATER DRIVE AND THE POINT OF BEGINNING; THENCE, ALONG THE SOUTH MARGIN OF SHEARWATER DRIVE, RUN NORTH 64°15'35" WEST 25.42 FEET TO A POINT; THENCE RUN SOUTH 35°51'30" WEST 100.33 FEET TO A POINT; THENCE RUN SOUTH 53°15'06" WEST 111.78 FEET TO A POINT; THENCE RUN SOUTH 64°37'03" EAST 59.43 FEET TO A POINT; THENCE RUN NORTH 35°51'30" EAST 200.65 FEET TO THE POINT OF BEGINNING. HAVING AN AREA OF 0.15 ACRES, MORE OR LESS.

LOT 2:

COMMENCE AT A POINT BEING USED AS THE SOUTHEAST CORNER OF LOT 15, POINT-O-PINES SUBDIVISION, AS PER MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MISSISSIPPI IN PLAT BOOK 2 PAGE 21 ; THENCE ALONG THE NORTH MARGIN OF SHEARWATER DRIVE, RUN NORTH 64°07'45" WEST 108.38 FEET TO A POINT; THENCE RUN SOUTH 25°52'15" WEST 29.57 FEET TO A POINT ON THE SOUTH MARGIN OF SHEARWATER DRIVE; THENCE RUN SOUTH 35°51'30" WEST 200.65 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 64°37'03" WEST 181.32 FEET TO A POINT; THENCE RUN SOUTH 42°55'19" WEST 220.44 FEET TO A POINT; THENCE RUN SOUTH 63°39'32" EAST 183.50 FEET TO A POINT; THENCE RUN NORTH 34°47'49" EAST 21.20 FEET TO A POINT; THENCE RUN SOUTH 63°19'48" EAST 25.40 FEET TO A POINT; THENCE RUN NORTH 35°47'08" EAST 196.14 FEET TO THE POINT OF BEGINNING. HAVING AN AREA OF 0.94 ACRES, MORE OR LESS.

TOGETHER WITH AN ACCESS EASEMENT DESCRIBED AS FOLLOWS:

ACCESS EASEMENT:

COMMENCE AT A POINT BEING USED AS THE SOUTHEAST CORNER OF LOT 15, POINT-O-PINES SUBDIVISION, AS PER MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MISSISSIPPI IN PLAT BOOK 2 PAGE 21 ; THENCE ALONG THE NORTH MARGIN OF SHEARWATER DRIVE, RUN NORTH 64°07'45" WEST 108.38 FEET TO A POINT; THENCE RUN SOUTH 25°52'15" WEST 29.57 FEET TO A POINT ON THE SOUTH MARGIN OF SHEARWATER DRIVE AND THE POINT OF BEGINNING; THENCE, ALONG THE SOUTH MARGIN OF SHEARWATER DRIVE, RUN NORTH 64°15'35" WEST 25.42 FEET TO A POINT; THENCE RUN SOUTH 35°51'30" WEST 100.33 FEET TO A POINT; THENCE RUN SOUTH 53°15'06" WEST 111.78 FEET TO A POINT; THENCE RUN SOUTH 64°37'03" EAST 59.43 FEET TO A POINT; THENCE RUN NORTH 35°51'30" EAST 200.65 FEET TO THE POINT OF BEGINNING. HAVING AN AREA OF 0.15 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. UNLESS STATED OTHERWISE HEREON, THIS PLAT WAS PREPARED WITHOUT BENEFIT OF AN ABSTRACT OF TITLE. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO ANY MATTER THAT MIGHT BE DISCOVERED BY AN ABSTRACT OR TITLE SEARCH OF THE PROPERTY.
2. REPRODUCTIONS OF THIS PLAT ARE NOT VALID UNLESS SEALED WITH AN ORIGINAL SURVEYOR'S SEAL.
3. TYPE OF SURVEY – BOUNDARY SURVEY (PARCEL DIVISION)
4. ALL BEARINGS BASED ON GLOBAL POSITIONING SYSTEM OBSERVATION USING THE NORTH AMERICAN DATUM OF 1983. ALL DISTANCES SHOWN ARE GROUND DISTANCES. ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH U.S. STANDARD FEET.
5. FIELD WORK WAS PERFORMED 12/15/2020.
6. THIS IS A CLASS "C" SURVEY.

SURVEYORS CERTIFICATION:

STATE OF MISSISSIPPI, COUNTY OF JACKSON
I, JAMES FRAISER III, A LICENSED PROFESSIONAL SURVEYOR IN JACKSON COUNTY, MISSISSIPPI, HEREBY CERTIFY THAT ALL PARTS OF THIS PLAT AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

James Fraiser III

DATE 1/04/2021

JAMES FRAISER III
MS. LICENSE NO. 30740
THE WOODLANDS GROUP LLC
P.O. BOX 843, OCEAN SPRINGS, MS 39566
PHONE: 228-818-4763

JAMES FRAISER III LICENSED PROFESSIONAL SURVEYOR PS-30740 STATE OF MISSISSIPPI

	REFERENCE MATERIAL	DATE
1.	RECORD DEED BOOK 1916 PAGE 651	11/17/2019
2.	RECORD DEED BOOK 1902 PAGE 6861	9/07/2018
3.		
4.		

BOUNDARY SURVEY
TAX PARCEL#60130590.070
SHEARWATER DRIVE, OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI
SECTION-30, TOWNSHIP-7-SOUTH, RANGE-8-WEST

CLIENT: WHITE	
FIELD WORK BY: JF, KA	DATE: 12/15/2020
DRAWN BY: KJ	DRAWING NO.: 20112-MBS
CHECKED BY: JF	SHEET 1 OF 1
SCALE: 1"=30'	

THE WOODLANDS GROUP Surveying Solutions


artistic conception
VIP3D

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, July 16, 2026, at 6:00 p.m.

Regarding the following:

110A Shearwater Drive – PIDN: 60130590.072 – Owen White – Requesting approval of a Certificate of Appropriateness (COA) to install a 12' x 24' swimming pool in the rear yard, including a concrete pool deck and a 4' black aluminum fence surrounding the pool area

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 or rwilliams@oceansprings-ms.gov.

All parties of interest shall have an opportunity to be heard at the public meeting.

MEMORANDUM

To: Mayor & Board of Aldermen

From: Julie Messenger, Alderman

Re: City Jurisdiction Over Remaining Development Following Annexation

Section: OLD BUSINESS

Meeting Date: August 4, 2026

At the July 21, 2026, Recess Meeting, the Board discussed jurisdiction over the remaining phases of development and public improvements within the Palmetto Pointe subdivision following annexation of the property into the City of Ocean Springs.

The discussion arose after a resident reported being advised that “what starts in the County stays in the County.” No written authority supporting that position was identified during the meeting. Alderman Messenger presented a motion for the City to recognize jurisdiction over the remaining planning, subdivision, permitting, inspection, final plat, and public-improvement matters associated with the development. The motion died for lack of a second.

This item is presented for further discussion and for the City Attorney to review the applicable legal authority and advise the Board regarding the City’s jurisdiction over development that began under Jackson County’s authority before the property was annexed into the municipal limits. The review should address jurisdiction over the remaining development phases, final plat approval, permitting, inspections, public improvements, and the acceptance of streets, rights-of-way, easements, or other public dedications.

Alderman Messenger’s Proposed Motion:

Motion for the City to determine and recognize that, by virtue of the annexation of county land into the municipal limits, jurisdiction over construction has transferred to the City for all remaining planning, subdivision, permitting, inspection, and public-improvement matters; to find that final plat approval and the acceptance of any streets, rights-of-way, easements, or other public improvements are matters within the City’s jurisdiction; and to direct all remaining phases of development to submit the final plat for City review, with the City to consider approval of the final plat and acceptance of any offered public dedication upon compliance with applicable ordinances and standards.

MEMORANDUM

To: Mayor & Board of Aldermen

From: Christine Millard, City Clerk

Re: Discuss and consider proposals from Brown, Mitchell & Alexander, Inc. and Overstreet & Associates, PLLC for professional engineering services related to a Ward 6 drainage study

Section: OLD BUSINESS

Meeting Date: August 4, 2026

During the July 21, 2026 meeting, a motion was made to accept a proposal from Brown, Mitchell & Alexander, Inc. (BMA) for professional engineering services associated with the development of a Stormwater Master Plan for Ward 6. The motion failed for lack of a second after members of the Board indicated that they had not received the proposal and needed an opportunity to review it before taking action.

Two proposals have now been submitted for the Board's consideration.

Brown, Mitchell & Alexander, Inc.
BMA proposes to develop a Stormwater Master Plan for the watersheds within Ward 6, along with related downstream portions of the watershed that influence drainage within Ward 6. The proposed scope includes:

- Watershed and drainage basin mapping;
- Development of a drainage system inventory;
- Identification of critical stormwater system deficiencies;
- Hydrologic and hydraulic modeling and system improvement analysis; and
- Preparation of a prioritized stormwater capital improvement program with planning-level project budgets and potential funding strategies.

BMA's proposed fee is hourly, in an amount not to exceed $78,000.00. Certain survey data for major drainage crossings, bridges, and primary outfalls would be provided by others.

Overstreet & Associates, PLLC
Overstreet proposes to prepare a drainage study for Ward 6. The proposed scope includes:

- Analysis of the existing drainage system using field data collected under a separate contract;
- Forecasting potential development and evaluating its future impact on the drainage system;
- Identification and phasing of recommended capital improvement projects;

- Preparation of estimated project costs; and
- Preparation of a final report and exhibits.

Overstreet's proposed fee is a lump-sum amount of $65,000.00. Field-data collection is excluded from the proposed agreement and would require separate authorization.

Proposal Comparison
Both proposals address drainage conditions within Ward 6; however, the proposed scopes, deliverables, and fee structures are not identical. BMA's proposal expressly includes related downstream watershed areas, detailed mapping and inventory, hydrologic and hydraulic modeling, and development of potential funding strategies. Overstreet's proposal includes existing-system analysis, development forecasting, recommended capital improvements, cost estimates, and a final report, with the necessary field-data collection excluded from the proposed fee.
The proposals should be evaluated based on the Board's desired project scope and deliverables, as well as the proposed fees and any additional costs required to complete the respective studies. Funding has not yet been identified or appropriated for either proposal. Any selection, approval, or authorization to proceed would be contingent upon funding being identified and appropriated. No agreement would be executed and no work would commence until an approved funding source is available.

Recommendation:
Discuss and consider both proposals and provide direction regarding the preferred project scope and firm, contingent upon funding being identified and appropriated.

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS

401 Cowan Road, Suite A
Gulfport, MS 39507
228-864-7612

131 Rue Magnolia
Biloxi, MS 39530
228-436-7612

3221 Market Street
Pascagoula, MS 39567
228-436-7612

www.bmaengineers.com

July 20, 2026 **VIA E-MAIL:** sharris@oceansprings-ms.gov

Ms. Sarah Harris
City of Ocean Springs
P.O. Box 1800
Ocean Springs, MS 39566-1800

RE: Professional Engineering Services
City of Ocean Springs Stormwater Master Plan – Ward 6

Dear Ms. Harris:

Brown, Mitchell & Alexander, Inc. (BMA) is pleased to submit this proposal to furnish professional engineering services relative to the above referenced subject. Scope of services and associated tasks are as follows:

Scope:
BMA shall provide all professional service *(exceptions noted below)* to assist the City of Ocean Springs in development of a Stormwater Master Plan for the watersheds within Ward 6, along with downstream portions of the watershed that have influence on the watershed within Ward 6 *(See attached exhibit outlining the stormwater planning area).*

This master plan is intended to establish a stormwater planning framework, develop a baseline drainage inventory, identify known and likely system deficiencies, create a planning-level hydrologic and hydraulic model, and develop an initial prioritized stormwater capital improvement program for the planning area. Specific tasks included in this scope are as follows:

Task 1 - Watershed and Drainage Basin Mapping
- Define the boundaries of the primary watersheds within the City.
- Delineate planning-level drainage basins within each watershed based on major road crossings, major drainage structures, open channels, natural drainage features, outfall locations, and other significant hydraulic control points.
- Identify drainage basin characteristics needed for hydrologic modeling, including approximate drainage area, land use, impervious cover, slope, and receiving water or outfall location.
- Prepare watershed and drainage basin maps suitable for City review, stormwater planning, and future refinement

Task 2 – Drainage System Inventory *
- Develop a planning-level drainage system inventory and map of major stormwater infrastructure using available City records, GIS data, aerial imagery, LiDAR/topographic data, field reconnaissance, and selected survey information where needed.
- Inventory major drainage network components, including primary outfalls to major water bodies, bridges, major culvert crossings, major storm drain trunk lines, open channels, ditches, natural drainage corridors, and other major stormwater facilities where applicable.

**** Survey data of major drainage crossings, bridges and primary outfalls to be provided By Others. Task 2 estimates approximately 60 hrs of additional field work to collect intermediate field data along with field work to support significant flooding areas identified by City.***

Task 3 - Identify Critical Storm Drain System Deficiencies

- Compile available drainage complaint information, work orders, maintenance records, known deficiencies, staff input, and flood-prone areas into a stormwater issue tracking database or GIS-based map.
- Categorize issues by type, including structure capacity, ditch or channel capacity, inlet or pipe blockage, outfall restriction, tidal or tailwater influence, erosion, nuisance ponding, maintenance access, or other drainage-related concerns.

Task 4 – Hydraulic Modeling and System Improvement Analysis

- Develop a Level 1 watershed hydrologic and hydraulic model using hydrodynamic modeling software appropriate for planning-level evaluation of the planning area's major drainage system. The Level 1 model will focus on major storm drain trunk systems, open channels and major ditches, major road crossings, bridges and culverts, primary outfalls, receiving water constraints, and subbasin inflows assigned to appropriate junctions, channels, or outfall points.
- Evaluate hydraulic grade line, flow and capacity for City-selected design storm events.
- Where applicable, include representative downstream or tailwater conditions, including coastal outfalls and tidally influenced receiving waters.
- Use model results to evaluate existing system performance, identify drainage corridors or subbasins requiring more detailed analysis, and develop preliminary stormwater improvement scenarios.
- Develop the model in a format that may support future evaluation of proposed development impacts, subject to future refinement, calibration, and site-specific data.
- Identify which improvements appear to be capital projects and which may be addressed through maintenance, operational changes, ordinance updates, or future detailed study.

Task 5 – Develop Summary Report including Stormwater Capital Improvements

- Develop an initial stormwater capital improvement plan based on criteria developed with City input.
- Prepare a list of recommended stormwater improvement projects based on the preliminary design effort of this report and associated opinion of probable costs.
- Prepare planning-level project budgets suitable for programming and funding discussions.
- Identify potential funding strategies, grant opportunities, and phased implementation approaches.

Total Fee (Tasks 1 – 5): $78,000.00 (Hourly; Not-to-Exceed)

Above fee is based in accordance with our Standard Hourly Rate Schedule (Attachment A). Attachment B, "General Conditions for Engineering, Surveying & Environmental Activities" is attached to and a part of this agreement. Invoices are submitted monthly and payment shall be made upon receipt of and in accordance with BMA's itemized invoice.

If this letter satisfactorily sets forth our agreement, please execute in the space designated below and return to our Director of Business Management, Michelle Phillips, via email at michelle@bmaengineers.com. If you have any questions or need additional information, please contact me at (228) 436-7612.

Thank you for considering BMA for this work and we appreciate your continued confidence in us! We look forward to working with you on this project.

Sincerely,

Benjamin Smith, P.E.
Vice President

Attachments

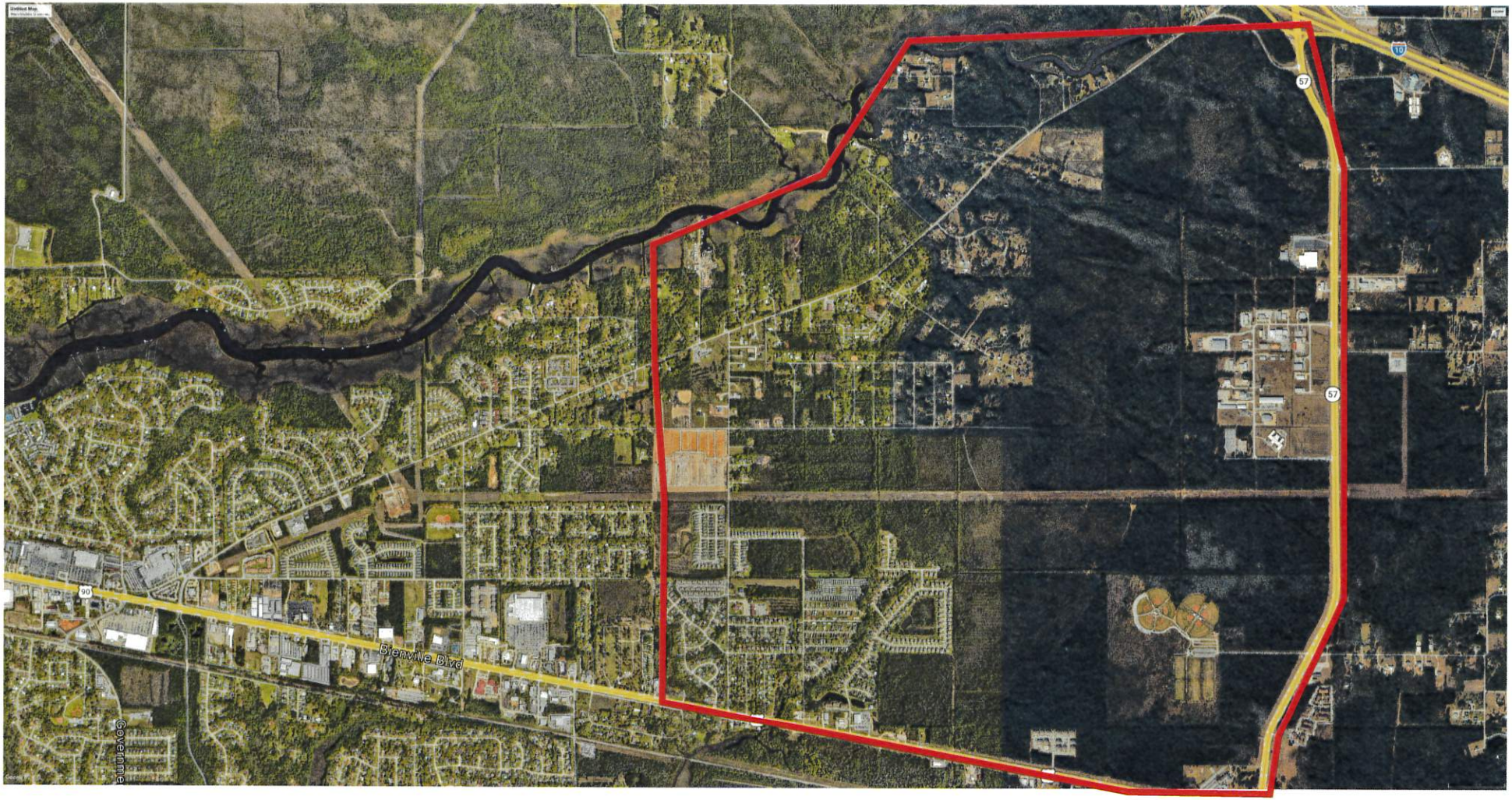
ACCEPTED AND AGREED TO ON THIS ___ DAY OF _____, 2026.

CITY OF OCEAN SPRINGS, MISSISSIPPI

By: _____

Title: _____

STORMWATER PLANNING AREA



ATTACHMENT A

BROWN, MITCHELL & ALEXANDER, INC.
STANDARD HOURLY RATES - 2026

Engineering Staff	
Engineer Technician / Co-Op	$64.00
Engineer Technician II	$76.00
Graduate Engineer I	$100.00
Engineer Intern	$130.00
Graduate Engineer II	$111.00
Professional Engineer I	$165.00
Professional Engineer II	$181.00
Professional Engineer III	$193.00
Professional Engineer IV	$204.00
Principal Engineer	$240.00
Geological & Environmental Staff	
Registered Professional Geologist	$148.00
Environmental Scientist	$102.00
Graduate Geologist	$70.00
Project Representation Staff	
Resident Project Representative I	$104.00
Resident Project Representative II	$111.00
Resident Project Representative III	$117.00
OVERTIME:	
Resident Project Representative I	$121.00
Resident Project Representative II	$128.00
Resident Project Representative III	$137.00
Drafting Staff	
Drafting Technician I	$84.00
Drafting Technician II	$108.00
CADD Designer	$140.00

Alternate personnel may be utilized at their regular hourly rates, which will not exceed listed rates.
These hourly rates are subject to an annual increase of up to 5%.
Prepared: January, 2026

ATTACHMENT A

BROWN, MITCHELL & ALEXANDER, INC.
STANDARD HOURLY RATES - 2026

Surveying Staff	
Survey Technician	$80.00
Survey Crew Chief I	$96.00
Survey Crew Chief II	$107.00
Professional Land Surveyor I	$113.00
Professional Land Surveyor II	$160.00
1-Man Survey Crew	$167.00
2-Man Survey Crew	$184.00
3-Man Survey Crew	$206.00
UAS Pilot / LIDAR Data Processor	$152.00
OVERTIME:	
1-Man Survey Crew	$175.00
2-Man Survey Crew	$206.00
3-Man Survey Crew	$237.00
Administrative Staff	
Administrative I	$58.00
Administrative I / Spec Tech	$73.00
Administrative II	$92.00
Administrative II / Spec Tech	$92.00
Director of Business Management	$103.00
Equipment Charges	
Drone – LIDAR (Day Rate)	$1,050.00
10' Skiff w/o Motor(Day Rate)	$250.00

Alternate personnel may be utilized at their regular hourly rates, which will not exceed listed rates.
These hourly rates are subject to an annual increase of up to 5%.
Prepared: January, 2026

ATTACHMENT B

BROWN, MITCHELL & ALEXANDER, INC.
GENERAL CONDITIONS
FOR
ENGINEERING, SURVEYING & ENVIRONMENTAL ACTIVITIES

1. PARTIES AND SCOPE OF WORK: Brown, Mitchell & Alexander, Inc. ("BMA") shall include said company, or its particular division, subsidiary or affiliate performing the work. "WORK" means the service(s) performed by BMA for Client or at Client's direction. "This agreement" consists of BMA's proposal, BMA's Schedule of Fees and Services, Client's written acceptance thereof if accepted by BMA, and these General Conditions. "Client" refers to the person or business entity ordering the work to be done by BMA. If the Client is ordering work on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said work and in such case the term "Client" also includes the principal for whom the work is being performed. Prices quoted and charged by BMA for its work are predicated upon the conditions and the allocations of risks and obligations expressed in this agreement. Unless this agreement specifically provides that BMA is to perform its work pursuant to specified Federal, State or local regulations, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by Client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of BMA's work. BMA shall have no duty or obligation to any party other than those duties and obligations expressly set forth in this agreement. Ordering work from BMA shall constitute acceptance of the terms of this agreement.

2. SCHEDULING OF WORK: The services set forth in BMA's proposal and Client's acceptance will be accomplished in a timely and workmanlike manner by BMA personnel. If BMA is required to delay any part of its work to accommodate the requests or requirements of Client, regulatory agencies, or third parties or due to any causes beyond the direct reasonable control of BMA, additional charges may be applicable, which Client agrees to pay.

3. ACCESS TO SITE: Client will arrange and provide access to each site upon which it will be necessary for BMA to perform its work. In the event work is required on any site not owned by Client, Client represents and warrants to BMA that Client has obtained all necessary permissions for BMA to enter upon the site and conduct its work. Client shall, upon request, provide BMA with evidence of such permission as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in form acceptable to BMA. Any work performed by BMA with respect to obtaining permission to enter upon and do work on the lands of others as well as any work performed by BMA pursuant to this agreement shall be deemed as being done on behalf of Client and Client agrees to assume all risks thereof. BMA shall take reasonable measures and precautions to minimize damage to each site and any improvements located thereon as the result of its work and the use of its equipment; however, BMA has not included in its fee the cost of restoration of damage which may occur. If Client or the possessor of any interest in any site desires or requires BMA to restore site to its former conditions, upon written request of Client, BMA will perform such additional work as is necessary to do and Client agrees to pay to BMA the cost thereof.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that he has advised BMA of any known or suspected hazardous materials, utility lines, and pollutants at any site at which BMA is to do work hereunder, and unless BMA has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save BMA harmless from all claims, suits, losses, costs and expenses, including reasonable attorneys fees as a result of personal injury, death or property damage occurring with respect to BMA's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to BMA by Client.

5. PUBLIC RESPONSIBILITY: Both the Client and BMA owe a duty of care to the public and to the environment that requires them to conform to applicable codes, standards, regulations and ordinances, principally to protect the public health and safety and the environment. The Client shall make no request of BMA that, in BMA's reasonable opinion, would be contrary to BMA's professional responsibilities to protect the public and the environment. The Client shall take all actions and render all reports required of the Client in a timely manner. Should the Client fail to take any required actions or render any required notices to appropriate governmental authorities in a timely manner, the Client agrees that BMA has the right to exercise its professional judgment in reporting to appropriate public officials or taking other necessary action. The Client agrees to take no action against or attempt to hold BMA liable in any way for carrying out what BMA reasonably believes to be its public responsibility. In addition, the Client agrees that BMA shall not be held liable in any respect for reporting said conditions. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless BMA, its officers, directors, employees and sub-BMAs against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with BMA's notifying or failing to notify appropriate public officials.

6. LIMIT OF LIABILITY CLAUSE: In recognition of the relative risks and benefits of the Project to both the Client and BMA, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of BMA to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of BMA to the Client shall not exceed $50,000, or BMA's total fee for services rendered on this Project, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

7. STATUTE OF LIMITATIONS: Statute of Limitations will commence to run at the Date of Substantial Completion of the Work. The Client and BMA hereby agree that any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all event not later than the relevant Date of Substantial Completion of the Work.

8. INDEMNITY: In the event that the Client or the Client's principal shall bring any suit, cause of action or counterclaim against BMA, to the extent that BMA shall prevail, the party initiating such action shall pay to BMA the costs and expenses incurred to answer and or defend such action, including reasonable attorney's fees and court costs. In no event shall BMA indemnify any other party for the consequences of the party's negligence, including failure to follow BMA's recommendations.

9. PAYMENT: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the maximum interest rate permitted under applicable law, until paid. Client agrees to pay BMA's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. BMA shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein BMA waives any rights to a mechanics' lien, or any provision conditioning BMA's right to receive payment for its work upon payment to Client by any third party. These general conditions are notice, where required, that BMA shall file a lien whenever necessary to collect past due amounts.

10. TERMINATION: This agreement may be terminated by either party upon seven (7) day's prior written notice. In the event of termination, BMA shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.

11. WITNESS FEES: BMA's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay BMA pursuant to BMA's then current fee schedule for any BMA employee subpoenaed by any party as an occurrence witness as a result of BMA's work.

12. HAZARDOUS MATERIALS: Client assumes full responsibility for compliance with the provisions of the Resource Conservation and Recovery Act, 42 USCA, Sec. 6901, seq., as amended ("RCRA") and any other Federal or State statue or regulation governing the handling, treatment, storage and disposal of pollutants.

13. LIMITATIONS OF PROCEDURES, EQUIPMENT AND TESTS: Information obtained from field observations, analysis and testing of sample materials shall be accurately reported on boring logs. Such information is considered evidence with respect to the detection, quantification and identification of pollutants, but any inference or conclusion based thereon is necessarily an opinion also based upon engineering judgement and shall not be construed as a representation of fact. Ground water levels and composition may vary due to seasonal and climatical changes and extrinsic conditions and, unless samples and testing are conducted over an extended period of time pollutants contained therein may escape detection. A site at which pollutants are not found to exist or at the time of the field observation do not, in fact, exist, may later, due to intervening causes such as natural ground water flows or human intervention, become contaminated. There is a risk that sampling techniques may themselves result in contamination of certain subsurface areas such as when a probe or boring device moves through a contaminated area linking it to an aquifer, underground stream or other hydrous body not previously contaminated and capable of transporting pollutants. Because the risks set forth in this paragraph are unavoidable and because the sampling techniques to be employed are a necessary aspect of BMA's work on Client's behalf, Client agrees to assume these risks.

14. DISCOVERY OF UNANTICIPATED ENVIRONMENTAL CONDITIONS: The discovery of certain environmental conditions may make it necessary for BMA to take immediate measures to protect health and safety and the environment. BMA agrees to notify Client as soon as practically possible should such environmental conditions be suspected or discovered. Client agrees to reimburse BMA for the reasonable cost of implementing such measures under the circumstances.

15. SOIL AND SAMPLE DISPOSAL: Unless otherwise agreed in writing, soils known at the time to be contaminated will be placed in containers, labeled and left on the site for proper disposition by Client; and samples removed by BMA to a testing laboratory will, upon completion of testing, be disposed of by the testing laboratory in an approved manner.

16. DELIVERY OF ELECTRONIC FILES: In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by BMA, the Client agrees that all such electronic files are instruments of service of BMA, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project and agrees not to transfer these electronic files to others without the prior written consent of BMA. The Client further agrees to waive all claims against BMA resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than BMA.
The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by BMA and electronic files, the signed or sealed hard-copy construction documents shall govern. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless BMA, its officers, directors, employees and sub-BMAs against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising from any changes made by anyone other than BMA or from any reuse of the electronic files without prior written consent of BMA.

Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by BMA, and BMA makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall BMA be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

17. SITE SAFETY: BMA's site responsibilities are limited solely to the activities of BMA and BMA's employees on site. These responsibilities shall not be inferred by any party to mean that BMA has responsibility for site safety. Safety in, on, or about the site is the sole and exclusive responsibility of the Contractor alone. The Contractor's methods of work performance, superintendence of the Contractor's employees, and sequencing of construction are also the sole and exclusive responsibilities of the Contractor alone. Client warrants that: 1) The Contractor's responsibilities will be made clear in Client's agreement with the Contractor; 2) Client's agreement with the Contractor shall require the Contractor to indemnify, defend, and hold Client and BMA harmless from any claim or liability for injury or loss arising from Client's or BMA's alleged failure to exercise site safety responsibility; and 3) Client's agreement with the Contractor shall require the Contractor to make Client and BMA additional insureds

under the Contractor's general liability insurance policy, which insurance protection shall be primary protection for Client and BMA. Given the foregoing, Client also shall, to the fullest extent permitted by law, waive any claim against BMA, and indemnify, defend, and hold BMA harmless from any claim or liability for injury or loss arising from BMA's alleged failure to exercise site safety responsibility. Client also shall compensate BMA for any time spent or expenses incurred by BMA in defense of any such claim. Such compensation shall be based upon BMA's prevailing fee schedule and expense reimbursement policy. (The term "any claim" used in this provision means "any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability.")

18. CONSTRUCTION OBSERVATION: If included as a service or task in this agreement, BMA shall visit the site at intervals to the stage of construction, or as otherwise agreed to in writing by the Client and BMA, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow BMA to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on this general observation, BMA shall keep the Client informed about the progress of the Work and shall advise the Client about observed deficiencies in the Work. If the Client desires more extensive project observation or full-time project representation such as a Resident Project Representative (RPR), the Client shall request that such services be provided by BMA and such tasks may be included in the scope of services in the agreement. In any case, BMA shall not supervise, direct, or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

If construction observation is not included as a service in the agreement, it is understood and agreed that BMA's scope of services under this Agreement does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the Client. The Client assumes all responsibility for interpretation of the contract documents and for construction observation and the Client waives any claims against BMA that may be in any way connected thereto. In addition, the Client agrees to the fullest extent permitted by law, to indemnify and hold harmless BMA, its officers, directors, employees and any sub-consultants of BMA against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of BMA.

19. ENTIRE AGREEMENT: This agreement contains the entire understanding between the parties. Client acknowledges that no representations, warranties, undertakings or promises have been made other than and except those expressly contained herein. This agreement may be amended, modified or terminated only by a written instrument signed by each of the parties hereto.

The name and registration number of the professional engineer who will bear the primary responsibility for the engineering work on this project is: Dax B. Alexander, Mississippi Registration No. 14208; Louisiana Registration No. 37088; Alabama Registration No. 32625.

The name and registration number of the professional land surveyor who will bear the primary responsibility for the land surveying work on this project is: Christopher Seward, P.S., Mississippi Registration No. 3282.

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT, effective as of _____, 2026 ("Effective Date") between City of Ocean Springs ("Owner") and Overstreet and Associates, PLLC ("Engineer").

Engineer agrees to provide the services described below to Owner for preparation of a drainage study for Ward 6 which is generally bordered by Ocean Springs Road to the north, Hwy 90 to the south, Hwy 57 to the east, and Deana Road to the west. ("Project")

Description of Engineer's Services: Provide basic services for the Project, to prepare the Drainage Study. The existing system will be analyzed using field data collected under separate contract to determine demand vs capacity. The study area will be forecasted for development potential to assess future impacts to the drainage system. Capital improvements will be recommended in addition to project cost estimates will be provided in the final report.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices*. Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices*. Invoices are due and payable within 45 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law) from said forty-fifth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

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1. For cause,
    a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
    b. By Engineer:
        1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
        2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
        3) Engineer shall have no liability to Owner on account of such termination.
    c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

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7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any standard design/bid construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2018 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 6 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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9.01 Payment

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. *Basic Services.*

a. Drainage Study will be compensated on a lump sum amount of $65,000 based on the following assumed distribution of compensation:

Existing System Analysis	50%
Development Forecasting & Analysis	15%
Capital Improvement Projects – Phasing and Cost Estimates	15%
Report and Exhibits	20%
Total	100%

2. Engineer may adjust Basic Services compensation percentages for payment as long as the total Basic Services fee in not exceeded.

B. Hourly Rates for services billed on the basis of time.

1. The Engineer's Standard Hourly Rates are attached as Appendix 1.
2. Overtime pay (i.e., hours spent on the project in excess of 40 hours per calendar week), if any, for non-exempt employees shall be paid at an amount equal to the cumulative overtime hours charged times 1.5 multiplied by the standard hourly rates for each applicable billing class for all services performed during overtime hours.
3. The Standard Hourly Rates may be adjusted annually (as of September 2019) to reflect equitable changes in the compensation payable to the ENGINEER.

C. Engineer shall prepare and submit invoices to the Owner in accordance with Engineer's standard accounting and invoicing practices.

D. Engineer proposes the following estimated schedule for completion of the various phases of the work:

Existing System Analysis	4 – 6 weeks from completion of Data Collection
Development Forecasting	2 – 3 weeks from completion of Existing System Analysis
Capital Improvement Projects and Cost Estimates	2 – 3 weeks from completion of Development Forecasting
Final Report	4 weeks from completion of CIP & CE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Ocean Springs

By:_____
Robert "Bobby" Cox
Mayor

Address for giving notice:
1018 Porter
P.O. Box 1800
Ocean Springs, MS 39566

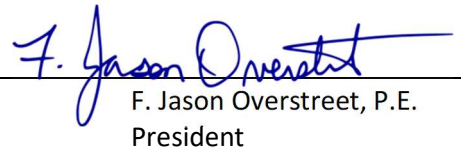
Date Signed:_____

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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ENGINEER: Overstreet & Associates, PLLC.

Date Signed: 7/31/2026

License No./State: 18601/MS

By: 

F. Jason Overstreet, P.E.
President

Address for giving notice:
161 Lameuse St., Suite 203
Biloxi, MS 39530

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OVERSTREET & ASSOCIATES
STANDARD HOURLY RATES SCHEDULE
EFFECTIVE JANUARY 1, 2025

Position	Billing Rate
Principal	$240.00
Professional Engineer V	$195.00
Professional Engineer IV	$180.00
Professional Engineer III	$162.50
Professional Engineer II	$149.00
Professional Engineer I	$138.00
Engineer Intern III	$132.25
Engineer Intern II	$120.00
Engineer Intern I	$107.50
Professional Land Surveyor	$132.50
Project Manager V	$138.00
Project Manager IV	$132.25
Project Manager III	$120.00
Project Manager II	$105.00
Project Manager I	$95.00
Construction Project Manager II	$125.00
Construction Project Manager I	$105.00
Sr. Survey Crew Chief	$100.00
Resident Project Representative III	$100.00
Resident Project Representative II	$92.50
Resident Project Representative I	$85.00

Civil Designer $141.50

CADD Technician III $120.00

CADD Technician II $100.00

CADD Technician I $85.00

GIS Intern.....$61.00

Project Technician II $110.00

Project Technician I $75.00

Administrative/Clerical.....$75.00

Surveys with RTK GPS Equipment $65.00

Survey Project Manager/Land Surveyor Intern.....$110.25

Survey Technician II.....$95.00

Survey Technician I.....$70.00

Survey Crew III.....$205.00

Survey Crew II.....$175.00

Survey Crew I.....$150.00

Travel Time shall be billed at designated personnel's standard hourly rates.

OVERSTREET & ASSOCIATES, PLLC.
ENGINEER'S CONSULTANTS AND
REIMBURSABLE EXPENSE SCHEDULE

Engineer's Consultants: Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges will be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.20.

Reimbursable Expense Schedule:

Mileage (Outside Harrison County area)	Current IRS rate
Meals and Lodging (Outside Harrison County area)	At Cost
Overnight Postage	At Cost
Copies	
Letter, Legal or Tabloid Size – Black and White	$0.20/page
Letter, Legal or Tabloid Size – Color	$0.50/page
22" x 34" & 24" x 36"	
$2.25/sheet	
30" x 42"	$4.50/sheet

MEMORANDUM

To: Mayor & Board of Aldermen

From: Bobby Cox, Mayor

Re: Approve the Ocean Springs School District's temporary use of the City's portable light towers for Ocean Springs High School football practices during August 2026, beginning August 3, 2026, and waive all associated usage fees, with the Ocean Springs School District responsible for purchasing the fuel required to operate the light towers

Section: CONSENT AGENDA

Meeting Date: August 4, 2026

The Ocean Springs School District has requested temporary use of the City's portable light towers for Ocean Springs High School football practices beginning at 5:00 a.m. during August 2026, beginning August 3, 2026.

The request is due to the ongoing replacement of the lighting at Greyhound Stadium. Until that project is completed, the stadium lights will not be operational. The temporary light towers will allow the student-athletes and coaches to conduct morning practices safely while minimizing disruption to the preseason schedule.

The Ocean Springs School District is requesting that the City waive the fees associated with the use of the light towers. The School District will be responsible for purchasing the fuel required to operate the equipment.

Requested Action:
Approve the Ocean Springs School District's temporary use of the City's portable light towers for Ocean Springs High School football practices during August 2026, beginning August 3, 2026, and waive all associated usage fees, with the Ocean Springs School District responsible for purchasing the fuel required to operate the light towers.

OCEAN SPRINGS SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT

2300 Government Street
Ocean Springs, MS 39564
Phone: (228) 875-7706
Justin Sutton
Superintendent

July 29, 2026

Honorable Bobby Cox
Mayor of Ocean Springs, MS
P.O. Box 1800
Ocean Springs, MS 39566-1800

Mayor Cox,

On behalf of the Ocean Springs School District, I respectfully request the use of lights for Ocean Springs High School football practice beginning at 5:00 a.m. during the month of August, beginning August 3, 2026.

Due to the ongoing replacement of the lighting at Greyhound Stadium, our lights will not be operational until the project is complete. The temporary use of the City's lights would allow our student-athletes and coaches to conduct morning practices safely while minimizing disruption to our preseason schedule.

We and the parents and children of the Ocean Springs School District appreciate your consideration concerning this matter.

Sincerely,

Justin Sutton
Superintendent of Schools

JS/dt

MEMORANDUM

To:	Mayor & Board of Aldermen
From:	Sara Stevenson, Water Billing Supervisor
Re:	Approve the Special Event Permit Application for Ocean Springs School District on Wednesday, September 16, 2026, from 5:30 p.m. to 8:00 p.m., to host their annual homecoming parade - city waives all associated costs for the Ocean Springs School District
Section:	CONSENT AGENDA
Meeting Date:	August 4, 2026

I respectfully request approval of the following Application:

Event:	Ocean Springs School District
Date:	September 16, 2026
Time:	5:30 p.m. - 8:30 p.m.
Location:	The parade route will start on Jackson Ave and end at OSSD Central Office on Government Street.
Participants:	Ocean Springs School District staff and students
Organization:	Ocean Springs School District
Applicant:	Britany Oliphant
Insurance:	Rendered once Board approved
Payment:	City waives all associated costs for OSSD homecoming parade.
Requirements:	School Resource Officers will assist with the event and OSPD will use police vehicles as rolling barricades.

City of Discovery
OCEAN SPRINGS
MISSISSIPPI

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, Water Billing Supervisor

Re: Approve the Run/Walk Permit Application for Gulf Coast Running Club's '8k Bridge Run' on Saturday, September 19, 2026, from 8:00 a.m. to 10:00 a.m., on the Ocean Springs Bridge/Front Beach route; at no cost to the City, the applicant pays the associated event cost

Section: CONSENT AGENDA

Meeting Date: August 4, 2026

I respectfully request approval of the following Application:

Event: Gulf Coast Running Club's 8k Bridge Run

Date: September 19, 2026

Time: 8:00 a.m. -10:00 a.m.

Location: Ocean Springs 8k Bridge Run

Participants: Gulf Coast Running Club

Organization: Gulf Coast Running Club

Applicant: Leonard Vergunst

Insurance: Rendered upon Board approval

Payment: Rendered upon Board approval

Requirements:

City of Discovery
OCEAN SPRINGS
MISSISSIPPI

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, Water Billing Supervisor
Re:	Approve the Special Event Permit Application for Phoenix Flame Invitational on April 2-3, 2027, from 10:00 a.m. to 6:00 p.m., at the Ocean Springs Civic Center to host a Steak Cook-off Association (SCA) sanctioned event of 'Rise of the Pitmasters'; at no cost to the City, the applicant pays the associated event cost
Section:	CONSENT AGENDA
Meeting Date:	August 4, 2026

I respectfully request approval of the following Application:

Event:	Rise of the Pitmasters: Phoenix Flame Invitational
Date:	4/2/2027-4/3/27
Time:	10:00 a.m.- 6:00 p.m.
Location:	Ocean Springs Civic Center
Participants:	20-30 cooks, 20 vendors
Organization:	Krewe of Phoenix
Applicant:	Karen Knight
Insurance:	Rendered once Board approved
Payment:	Rendered once Board approved
Requirements:	Security on site and all grilling to be done in rear parking lot.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN FOR THE CITY OF OCEAN SPRINGS, MISSISSIPPI REQUESTING ANNUAL FINANCIAL ASSISTANCE FROM JACKSON COUNTY FOR TOURISM AND ECONOMIC DEVELOPMENT

WHEREAS, the City of Ocean Springs provides cultural and arts opportunities for many residents of Jackson County; and

WHEREAS, the City strives to bring many visitors each year to Jackson County through numerous and varied events which enhance economic development in Jackson County; and

WHEREAS, the Mayor and Board of Aldermen are formally requesting Jackson County to provide monetary assistance for the ongoing tourism and economic development in the City for the benefit of the many visitors and citizens of Jackson County; and

WHEREAS, the requested monetary assistance to the City will enhance public involvement and enjoyment for Jackson County residents and visitors; and

WHEREAS, the requested assistance would include funding from Jackson County in the annual amount of twelve thousand dollars ($12,000.00) to be used for tourism and economic development as well as general operations of the City; and

WHEREAS, the Board of Aldermen believes that this assistance is in the best interest of the citizens of Ocean Springs, Jackson County, and the State of Mississippi; and

WHEREAS, House Bill 35 (Regular Session 2002) authorizes the City of Ocean Springs and Jackson County to cooperate and exchange services, equipment, manpower, and financial assistance for public purposes; and

WHEREAS, the Legislature enacted the requested amendment and authorized Jackson County to contribute funds, annually, in the amount of twenty thousand dollars ($20,000.00) to the Mary C. O'Keefe Cultural Arts Center; and

WHEREAS, the Mayor and Board of Aldermen formally request that Jackson County provides monetary assistance in the annual amount of twelve thousand dollars ($12,000.00) for tourism and economic development as well as general operations of the City for the benefit of the many visitors and citizens of Jackson County; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Board of Aldermen of the City of Ocean Springs, Mississippi, that the City hereby requests annual financial assistance from Jackson County in the amount of Twelve Thousand Dollars ($12,000.00) to support tourism, economic development, and general municipal operations.

RESOLVED AND ADOPTED by the Mayor and Board of Aldermen of the City of Ocean Springs, Mississippi, on this the __ day of _____ 2026.

_____
MAYOR

ATTEST: _____
CITY CLERK

RES 2026-DRAFT

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN FOR THE CITY OF OCEAN SPRINGS, MISSISSIPPI, FURTHER EXTENDING THE TEMPORARY MORATORIUM ON THE SUBMISSION AND ACCEPTANCE OF APPLICATIONS FOR SHORT-TERM RENTAL PERMITS IN RESIDENTIALLY ZONED AREAS

WHEREAS, on August 19, 2025, the Mayor and Board of Aldermen of the City of Ocean Springs adopted Resolution No. 2025-002, establishing a temporary moratorium on the submission and acceptance of applications for short-term rental permits in residentially zoned areas; and

WHEREAS, on February 3, 2026, the Mayor and Board of Aldermen adopted Resolution No. 2026-001, extending the moratorium through August 18, 2026; and

WHEREAS, the City continues to evaluate the impacts of short-term rental density in residential neighborhoods and to consider amendments to its short-term rental regulations; and

WHEREAS, at the July 21, 2026, Recess Meeting, the Mayor and Board of Aldermen voted to extend the moratorium through September 18, 2026, to allow additional time for a workshop and consideration of proposed regulatory amendments; and

WHEREAS, Mississippi Code Section 21-17-5 grants municipalities the authority to manage and control municipal affairs, including land-use and zoning matters; and

WHEREAS, the Office of the Mississippi Attorney General has previously opined that municipalities may adopt resolutions establishing temporary moratoria related to zoning and land-use regulation; and

WHEREAS, the Mayor and Board of Aldermen find that further extending the existing moratorium is necessary to protect the public health, safety, and welfare of the residents of the City of Ocean Springs.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF OCEAN SPRINGS, MISSISSIPPI, AS FOLLOWS:

SECTION 1. The foregoing recitals are hereby adopted as findings of fact by the Mayor and Board of Aldermen.

SECTION 2. The temporary moratorium on the submission and acceptance of applications for short-term rental permits in residentially zoned areas, as established by Resolution No. 2025-002 and extended by Resolution No. 2026-001, is hereby further extended through September 18, 2026.

SECTION 3. The further extension shall be effective beginning August 19, 2026, and shall remain in effect through September 18, 2026, unless terminated earlier or further extended by action of the Mayor and Board of Aldermen.

SECTION 4. The moratorium shall continue not to apply to applications for short-term rental permits submitted prior to August 5, 2025, which were previously placed in pending (waitlist) status.

SECTION 5. All other provisions of Resolution No. 2025-002 and Resolution No. 2026-001 not expressly modified herein shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Board of Aldermen of the City of Ocean Springs, Mississippi, that the temporary moratorium on the submission and acceptance of applications for short-term rental permits in residentially zoned areas is hereby extended through September 18, 2026, unless terminated earlier or further extended by action of the Mayor and Board of Aldermen.

BE IT FURTHER RESOLVED that all other provisions of Resolution No. 2025-002 and Resolution No. 2026-001 not expressly modified herein shall remain in full force and effect.

BY ORDER OF THE MAYOR AND BOARD OF ALDERMEN of the City of Ocean Springs, Mississippi, on this the 4th day of August 2026.

_____ ATTEST: _____

MAYOR COX **CITY CLERK C. MILLARD**

PROCLAMATION TERMINATING LOCAL EMERGENCY BY THE MAYOR OF OCEAN SPRINGS ROBERT COX

WHEREAS, on July 20, 2026, I proclaimed the existence of a local emergency for the City of Ocean Springs pursuant to Miss. Code Ann. Section 33-15-17(d) due to an approaching tropical weather system expected to produce excessive rainfall, high tides, strong winds, and flooding; and

WHEREAS, on July 21, 2026, the Mayor and Board of Aldermen ratified the Proclamation of Existence of Local Emergency; and

WHEREAS, the conditions giving rise to the local emergency have subsided, and the extraordinary measures authorized under the declaration are no longer necessary for the protection of the public health, safety, and welfare; and

WHEREAS, I find and determine that the public interest requires the termination of the local emergency.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that the local emergency declared on July 20, 2026, for the City of Ocean Springs is terminated effective **11:59 p.m. on July 22, 2026**.

IT IS FURTHER PROCLAIMED AND ORDERED that all City departments shall resume normal operations, except as otherwise directed, and this proclamation shall become a part of the official records of the City of Ocean Springs.

DATE: July 23, 2026

Bobby Cox
MAYOR

CITY CLERK

Mary C Activity			
7/28/2026 - 8/10/2026			
Date	Day	Time	Event
7/28/26	Tuesday	9am - 5pm	Studio Hours
		3:45-5pm	SEL
		5-8pm	Shine Rehearsal
7/29/26	Wednesday	9-noon	Studio Hours
		9am-4pm	Gem & Mineral Workshop
		12:30-5pm	Individual Guitar
		4-7:30pm	Irish Dance
7/30/26	Thursday	9am-5pm	Studio Hours
		10am-4pm	OSAA Open Art Studio
		5-8pm	Shine Rehearsal
		7-9pm	Elvis- Summer Speaker Series
7/31/26	Friday	9am-5pm	Studio Hours
		5pm-10pm	Den Rehearsal -Mean Girls
		6-9pm	Shine Auditions
		7:30-10:30pm	Cowboy Mouth
8/1/26	Saturday	9am-4pm	Shine Rehearsal
		10am-3pm	Den Rehearsal- Mean Girls
		10am-3pm	1St Saturday Colletive
		10-noon	Resin, Glass and Mixed Media
		1-5pm	Shine Auditions
		7:30-9:30pm	Coast Big Band - Fall Concert
8/2/26	Sunday	9:00	Shine Load-In
8/3/26	Monday	9am-1pm	Studio Hours
		2-6pm	Individual Guitar
		3:45-5pm	SEL
		5-9pm	Shine Rehearsal
		5:30-10pm	MSA Rehearsal
		6-9pm	Photography Club
8/4/26	Tuesday	9am - 5pm	Studio Hours
		3:45-5pm	SEL

		5-8pm	Shine Rehearsal
		6-8pm	Resin, Glass and Mixed Media
8/5/26	Wednesday	9-noon	Studio Hours
		9am-4pm	Gem & Mineral Workshop
		9-noon	Kids Baking Camp
		12:30-5pm	Individual Guitar
		4-7:30pm	Irish Dance
		5-9pm	Shine Rehearsal
8/6/26	Thursday	9am-5pm	Studio Hours
		10am-4pm	OSAA Open Art Studio
		5-8pm	Shine Rehearsal
		5-10pm	Den Mean Girls Rehearsal
		6:30-7:30pm	Poets' Cafe
8/7/26	Friday	9am-5pm	Studio Hours
		5pm-10pm	Den Rehearsal -Mean Girls
		5:30-8pm	Pappardella Pasta Ragu Class
		7-10pm	Shine Performance
8/8/26	Saturday	9am-4pm	Gem & Mineral Meeting
		9am-5pm	Studio Hours
		9am-4pm	True Vintage Market
		7-10pm	Shine Performance
		2-7pm	Schweitzer Supper Club
8/9/26	Sunday	2-5pm	Shine Performance
8/10/26	Monday	9am-1pm	Studio Hours
		2-6pm	Individual Guitar
		3:45-5pm	SEL
		5-9pm	Shine Rehearsal
		5:30-10pm	Den Rehearsal
		6-9pm	Photography Club

Look Ahead

Shine Theater Rehearsals	8/15/26
MS Department of Archives & History	8/26/26
Center Point Church Day of Worship	8/29/26
MSA Festival	9/17 - 20/2026

MSA Festival Workshops	9/19/26
Gulf Coast Shakespeare Company	9/24/26
DEN Theatrics - "Mean Girls the Musical"	10/2/26
OS Cemetery Tour	10/14 & 10/15
An Evening with Deana Carter	10/16/26
Plentitude Wellness Event	10/17/26
Gulf Coast Shakespeare Company	10/22/26
Grand Mag Music - Jhango Walker Concert	10/2/26
Candlelight Concerts-Fever Up	10/23/26
GrandMagMusic_ Peter Mayer Concert	10/25/26
Spooky Springs @ the Scary C	10/30 & 10/31

Hours of Operation:
Tuesday – Saturday
10 AM – 4 PM

Phone: (228) 875-6732
Email: themaryc@oceansprings-ms.gov
1600 Government St.

THE MARY C O'KEEFE CULTURAL ARTS CENTER

MEMORANDUM OF UNDERSTANDING AND HOLD HARMLESS AGREEMENT BETWEEN SARAH PINKERTON & THE MARY C. O'KEEFE CULTURAL ARTS CENTER

Sarah Pinkerton and The Mary C. O'Keefe Cultural Arts Center ("the Mary C") now enter this Memorandum of Understanding and Hold Harmless Agreement ("Agreement") regarding activities of the Partner held in or on the property of the Mary C.

Mary C Requirements

1. The Mary C is owned, operated, and managed by the City of Ocean Springs, Mississippi ("the City").
2. As the owner of the Mary C, the City will cover the cost of building insurance, utilities, ground and building maintenance, janitorial supplies, trash removal, and other contractual service agreements.
3. The City reserves the right to review all events, activities, contracts, programs, and workshops held in connection with the Mary C, including ones obtained by the Partner.
4. The Mary C will provide the Partner with access to the interior lockbox code with further details to be discussed and outlined by the City's Arts and Culture Director ("the Director").

Partner Requirements

5. The Partner agrees to hold programming, events, and workshops ("programming") from time to time as determined and scheduled with the Director.
6. The Partner may access the internet through their own laptops or other devices.
7. The Partner will maintain the space in a neat, clean, and organized manner, and will remove their own trash.
8. The partnership of the Partner and the Mary C is reciprocal in that the Mary C will assist the Partner in promotion of activities where the Partner is a part. Promotion of the program is expected to be led by the Partner. The Mary C may share promotional material posted by the Partner on social media.

Mary C/Partner Collaboration

9. The Director and Partner will work cohesively to provide a calendar of programming. The Director and Partner shall work together and maintain a master calendar with all proposed events, programs, workshops, exhibitions, and the like to be held at or in connection with the Mary C. The master calendar shall be available for viewing by all parties in order to maintain effectiveness and efficiency in scheduling events at the Mary C.
10. Any changes to the area used or maintained by the Partner must be approved by the Director. Any

    fixtures affixed to the building shall become a part of the building and shall become the property of the City should this MOU terminate, or the Partner vacate the building.

Professionalism

11. Meetings with clients, community professionals and members of the public require all parties to always demonstrate professionalism. Respect is shown not only in the quality of work, but also in the way in which the party presents himself/herself on behalf of their respective organization. It is imperative that the parties create a professional presentation in the course of their official duties and responsibilities.

Liability

12. The Partner 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 any activities of the Partner inside or on the Mary C property. The Partner and its members further agree to hold harmless, defend, release, covenant not to sue, and indemnify the City for any and all liability, claims, demands, actions and all causes of action whatsoever arising out of or related to any loss, damage, or injury that may be sustained by the Partner, a third party, its members, attendees, or other person whether based in tort, contract or equity.

Term of Agreement

13. The Initial Term of this Agreement shall be for one year from the date of execution by both parties. Unless sooner terminated under the provisions of this Memorandum of Understanding, upon the expiration of the Initial Term (and each subsequent term), the term of this Agreement shall by automatically extended for an additional one (1) year period, not to exceed four (4) renewal terms.

Amendments

14. This Memorandum of Understanding may be amended through such written supplemental agreement as are entered by the parties and will be considered to have been amended by operation of law in the event that some part hereof becomes illegal or improper due to a change in State or Federal law or policy.

Termination

15. Either party to this Agreement may terminate the Agreement at any time upon forty-five (45) days written notice to the other party. Written notice shall be made pursuant to Section 16 of this Agreement.

Notice

16. For purposes of this Agreement, notices provided for herein shall be in writing and shall be deemed to have been duly given (i) when received, if delivered personally or by courier, or (ii) on the date receipt is acknowledged, if delivered by certified mail, postage prepaid, return receipt requested. Notice shall be addressed to the parties as set forth below.

Fees/Accounting

17. Fees payable to the City for programming hosted and/or produced by the Partner shall be based on a split of net profit. The Partner shall receive seventy-five percent (75%) of net profits and the City shall receive twenty percent (25%) of net profits.
18. The 25% allocated to the City will go toward general maintenance, accounting, utilities and other services performed or rendered in the operation of the Mary C. The City shall keep accurate, true and complete books and records, which shall fully reflect the financial condition and results of operations of the Mary C.
19. Neither the Partner or any officer, employee, agent, or designee shall have any authority whatsoever to incur indebtedness on behalf of the City, nor to cause to allow a lien to be placed upon any property, real or personal, belonging to the City.
20. All revenue collected by the Partner, shall be sent to the City's accounting department at the end of each month, and the accounting department shall disburse the revenue to the Alliance and other contracted parties pursuant to this MOU after first being approved by the Board of Aldermen during the Board's regular/recess meeting.

Contact Persons:

a. For the Mary C – Sarah Qarqish, Arts & Culture Director
    i. 1600 Government St. Ocean Springs, MS 39564
b. For the City – Robert Cox, Mayor
c. For the Partner – Sarah Pinkerton

EXECUTED AND AGREED BY:

THE MARY C. O'KEEFE CULTURAL ARTS CENTER

BY: _____ DATE: _____

THE CITY

BY: _____ DATE: _____

SARAH PINKERTON

BY: Sarah Pinkerton DATE: 7/15/26

Hours of Operation:
Tuesday – Saturday
10 AM – 4 PM

Phone: (228) 875-6732
Email: themaryc@oceansprings-ms.gov
1600 Government St.

THE MARY C O'KEEFE CULTURAL ARTS CENTER

MEMORANDUM OF UNDERSTANDING AND HOLD HARMLESS AGREEMENT BETWEEN JAY HAYER & THE MARY C. O'KEEFE CULTURAL ARTS CENTER

Jay Hayer and The Mary C. O'Keefe Cultural Arts Center ("the Mary C") now enter this Memorandum of Understanding and Hold Harmless Agreement ("Agreement") regarding activities of the Partner held in or on the property of the Mary C.

Mary C Requirements

1. The Mary C is owned, operated, and managed by the City of Ocean Springs, Mississippi ("the City").
2. As the owner of the Mary C, the City will cover the cost of building insurance, utilities, ground and building maintenance, janitorial supplies, trash removal, and other contractual service agreements.
3. The City reserves the right to review all events, activities, contracts, programs, and workshops held in connection with the Mary C, including ones obtained by the Partner.
4. The Mary C will provide the Partner with access to the interior lockbox code with further details to be discussed and outlined by the City's Arts and Culture Director ("the Director").

Partner Requirements

5. The Partner agrees to hold programming, events, and workshops ("programming") from time to time as determined and scheduled with the Director.
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8. The partnership of the Partner and the Mary C is reciprocal in that the Mary C will assist the Partner in promotion of activities where the Partner is a part. Promotion of the program is expected to be led by the Partner. The Mary C may share promotional material posted by the Partner on social media.

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    fixtures affixed to the building shall become a part of the building and shall become the property of the City should this MOU terminate, or the Partner vacate the building.

Professionalism

11. Meetings with clients, community professionals and members of the public require all parties to always demonstrate professionalism. Respect is shown not only in the quality of work, but also in the way in which the party presents himself/herself on behalf of their respective organization. It is imperative that the parties create a professional presentation in the course of their official duties and responsibilities.

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Term of Agreement

13. The Initial Term of this Agreement shall be for one year from the date of execution by both parties. Unless sooner terminated under the provisions of this Memorandum of Understanding, upon the expiration of the Initial Term (and each subsequent term), the term of this Agreement shall by automatically extended for an additional one (1) year period, not to exceed four (4) renewal terms.

Amendments

14. This Memorandum of Understanding may be amended through such written supplemental agreement as are entered by the parties and will be considered to have been amended by operation of law in the event that some part hereof becomes illegal or improper due to a change in State or Federal law or policy.

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Notice

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18. The 25% allocated to the City will go toward general maintenance, accounting, utilities and other services performed or rendered in the operation of the Mary C. The City shall keep accurate, true and complete books and records, which shall fully reflect the financial condition and results of operations of the Mary C.
19. Neither the Partner or any officer, employee, agent, or designee shall have any authority whatsoever to incur indebtedness on behalf of the City, nor to cause to allow a lien to be placed upon any property, real or personal, belonging to the City.
20. All revenue collected by the Partner, shall be sent to the City's accounting department at the end of each month, and the accounting department shall disburse the revenue to the Alliance and other contracted parties pursuant to this MOU after first being approved by the Board of Aldermen during the Board's regular/recess meeting.

Contact Persons:

a. For the Mary C – Sarah Qarqish, Arts & Culture Director
    i. 1600 Government St. Ocean Springs, MS 39564
b. For the City – Robert Cox, Mayor
c. For the Partner – Jay Hayer

EXECUTED AND AGREED BY:

THE MARY C. O'KEEFE CULTURAL ARTS CENTER

BY: _____ DATE: _____

THE CITY

BY: _____ DATE: _____

PARTNER

BY: _____ DATE: _____

INDEPENDENT CONTRACTOR AGREEMENT

Theater Technician Services (Sound and Lighting)

This Independent Contractor Agreement ("Agreement") is entered into as of **8/11/26**, by and between: Mary **C. O'Keefe Cultural Arts Center (acting through the City of Ocean Springs)**, located at **1600 Government Street, Ocean Springs, MS** ("Center"), and Chris **Duncan**, located at **105 Ethel Circle, Ocean Springs, MS 39565** ("Contractor").

1. Scope of Services

Contractor agrees to provide theater technician services for the Mary C. O'Keefe Cultural Arts Center, including but not limited to:

- Operating sound, lighting, and related theatrical equipment for performances, rehearsals, rentals, and special events
- Assisting with setup, programming, testing, troubleshooting, and breakdown of technical equipment
- Coordinating with rental clients, performers, production teams, and Center staff regarding technical needs
- Monitoring and maintaining safe and professional operation of theater equipment during events
- Assisting with load-in, strike, stage transitions, and technical production support
- Ensuring equipment and technical spaces are maintained in an organized and operational condition
- Supporting venue operations in accordance with Center policies and event requirements

Contractor shall perform services in coordination with Center staff and rental clients and in accordance with venue policies, technical standards, and operational needs.

Services shall be performed in a professional manner consistent with accepted theater-technical, sound, and lighting standards.

2. Hours and Schedule

- Contractor shall provide services on an as-needed basis depending on rental schedules, performances, rehearsals, productions, and special events.
- Hours may vary and may include evenings, weekends, and holidays.
- Contractor shall manage their time independently while meeting agreed-upon schedules and event call times.

3. Compensation

- Contractor's services are typically paid directly through rental client fees associated with theater rentals and event services.
- For budgeting and rate purposes, Contractor's standard compensation rate shall be recognized as $50.00 per hour.
- If the Center directly compensates Contractor for services outside of rental client arrangements, Contractor shall be paid at a rate of $50.00 per hour unless otherwise agreed to in writing.
- Contractor shall submit invoices **biweekly** detailing hours worked, if applicable.
- Payment shall be made within **forty-five (45)** days of receipt of invoice.

4. Independent Contractor Status

Contractor is an independent contractor and not an employee of the Center. Contractor shall be solely responsible for:

- All federal, state, and local taxes
- Insurance coverage, if required
- Compliance with all applicable laws and regulations

Nothing in this Agreement shall be construed as creating an employer-employee relationship, partnership, or joint venture.

5. Term and Termination

This Agreement shall commence on **8/11/26** and continue until terminated, for any reason.

Either party to this Agreement may terminate the Agreement at any time upon thirty (30) days written notice to the other party. For purposes of this Agreement, notices provided for herein shall be in writing and shall be deemed to have been duly given (i) when received, if delivered personally or by courier, or (ii) on the date receipt is acknowledged, if delivered by first class mail, postage prepaid, Notice shall be addressed to the parties as set forth below.

105 Ethel Circle, Ocean Springs, MS 39565

6. Confidentiality

Contractor agrees to maintain the confidentiality of all non-public information, contracts, schedules, and records related to theater operations and Center activities.

7. Ownership of Work Product

All schedules, documentation, reports, and theater-related records created under this Agreement shall be the property of the Mary C. O'Keefe Cultural Arts Center.

8. Insurance and Liability

Contractor agrees to indemnify and hold harmless the City and/or the Center from any claims, damages, or liabilities arising from Contractor's services.

The Contractor agrees that the City and/or the Center shall not be liable for any injury or damages, whether to person or property, originating in contract, tort, equity, or otherwise, associated with any activities of the Contractor inside or on the Mary C property. The Contractor and its members further agree to hold harmless, defend, release, covenant not to sue, and indemnify the City and/or the Center for any and all liability, claims, demands, actions and all causes of action whatsoever arising out of or related to any loss, damage, or injury that may be sustained by the Contractor, a third party, its members, attendees, or other person whether based in tort, contract or equity.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties and may be amended only in writing signed by both parties.

Signatures

City of Ocean Springs

Signature: _____

Name/Title: _____

Date: _____

Mary C. O'Keefe Cultural Arts Center

Signature: _____

Name/Title: _____

Date: _____

Contractor

Signature: _____

Name: _____

Date: _____

INDEPENDENT CONTRACTOR AGREEMENT

Lobby Concierge and Light Administrative Services

This Independent Contractor Agreement ("Agreement") is entered into as of **08/11/26**, by and between: **Mary C. O'Keefe Cultural Arts Center (acting through the City of Ocean Springs)**, located at **1600 Government Street, Ocean Springs, MS** ("Center"), and **Adam Meadows**, located at **111 LaBranche Avenue, Ocean Springs, MS 39564** ("Contractor").

1. Scope of Services

Contractor agrees to provide Lobby Concierge and Light Administrative services for the Mary C. O'Keefe Cultural Arts Center, including but not limited to:

- Serving as a welcoming front-of-house presence during assigned hours
- Greeting visitors, artists, renters, and patrons
- Providing general information about the Center, exhibitions, programs, and events
- Assisting with basic administrative tasks such as filing, data entry, scheduling support, and document preparation
- Answering phones and directing inquiries as appropriate
- Supporting Center staff with light clerical and organizational needs
- Contractor shall not perform managerial, supervisory, or financial duties unless expressly authorized in writing.

2. Hours and Schedule

- Contractor shall provide approximately **4–6 hours per week** of services.
- Hours may vary based on Center programming, public hours, and administrative needs.
- Contractor shall work during mutually agreed-upon times and maintain a professional appearance and demeanor while on duty.

3. Compensation

- Contractor shall be compensated at a rate of **$10.00 per hour**.
- Contractor shall submit invoices **biweekly** detailing hours worked.
- Payment shall be made within **45 days** of receipt of invoice.

4. Independent Contractor Status

Contractor is an independent contractor and not an employee of the Center. Contractor shall be solely responsible for:

- All federal, state, and local taxes
- Insurance coverage, if required
- Compliance with all applicable laws and regulations

Nothing in this Agreement shall be construed as creating an employer-employee relationship, partnership, or joint venture.

5. Confidentiality
Contractor agrees to maintain the confidentiality of any non-public information, records, patron information, and internal communications related to the Center.

6. Ownership of Work Product
All documents, records, schedules, and materials created as part of the light administrative services under this Agreement shall be the property of the Mary C. O'Keefe Cultural Arts Center.

7. Term and Termination
This Agreement shall commence on **8/11/26** and continue until terminated for any reason.

Either party to this Agreement may terminate the Agreement at any time upon thirty (30) days written notice to the other party. For purposes of this Agreement, notices provided for herein shall be in writing and shall be deemed to have been duly given (i) when received, if delivered personally or by courier, or (ii) on the date receipt is acknowledged, if delivered by first class mail, postage prepaid, Notice shall be addressed to the parties as set forth below.

111 LaBranche Avenue, Ocean Springs, MS 39564

8. Insurance and Liability
Contractor agrees to hold harmless and indemnify the City and/or the Center from any claims, damages, or liabilities arising from Contractor's work.

Contractor agrees that the City and/or the Center shall not be liable for any injury or damages, whether to person or property, originating in contract, tort, equity, or otherwise, associated with any activities of the Contractor inside or on the Mary C property. The Contractor and its members further agree to hold harmless, defend, release, covenant not to sue, and indemnify the City and/or the Center for any and all liability, claims, demands, actions and all causes of action whatsoever arising out of or related to any loss, damage, or injury that may be sustained by the Contractor, a third party, its members, attendees, or other person whether based in tort, contract or equity.

9. Governing Law
This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties and may be amended only in writing signed by both parties.

Signatures

City of Ocean Springs

Signature: _____
Name/Title: _____
Date: _____

Mary C. O'Keefe Cultural Arts Center

Signature: _____
Name/Title: _____
Date: _____

Contractor

Signature: _____
Name: _____
Date: _____

INDEPENDENT CONTRACTOR AGREEMENT

Curatorial Services

This Independent Contractor Agreement ("Agreement") is entered into as of **08/11/26**, by and between: **Mary C. O'Keefe Cultural Arts Center (acting through the City of Ocean Springs)**, located at **1600 Government Street, Ocean Springs, MS** ("Center"), and **Dr. Patricia Pinson**, located at **111 Temple Terrace, Ocean Springs, MS 39564** ("Contractor").

1. Scope of Services

Contractor agrees to provide professional curatorial services for the **Duckett Art Gallery** and the **Ocean Springs History Museum**, when requested, including but not limited to:

- Planning, organizing, and curating exhibitions
- Assisting with exhibition installation and deinstallation
- Research, interpretation, and preparation of exhibit materials and labels
- Coordination with artists, lenders, historians, and Center staff as needed
- Oversight of collections display and basic exhibit care
- Supporting the mission and programming goals of the Center, Gallery, and Museum

Services shall be performed in a professional manner consistent with accepted curatorial standards and practices.

2. Hours and Schedule

- Contractor shall provide up to **80 hours per quarter** of curatorial services.
- Hours may be scheduled flexibly, based on exhibition timelines, programming needs, and mutual agreement between the parties.
- Contractor is responsible for managing their time to meet agreed-upon deadlines and deliverables.

3. Compensation

- Contractor shall be compensated at a rate of **$17.00 per hour**.
- Total compensation shall not exceed **80 hours per quarter** unless prior written approval is granted by the Center.
- Contractor shall submit invoices **monthly** detailing hours worked, and services performed.
- Payment shall be made within **45 days** of receipt of invoice.

4. Independent Contractor Status
Contractor is an independent contractor and not an employee of the Center. Contractor shall be solely responsible for:

- All federal, state, and local taxes
- Insurance coverage, if required
- Compliance with all applicable laws and regulations

Nothing in this Agreement shall be construed as creating an employer-employee relationship, partnership, or joint venture.

5. Term and Termination
This Agreement shall commence on **8/11/26** and continue until terminated for any reason.

Either party to this Agreement may terminate the Agreement at any time upon thirty (30) days written notice to the other party. For purposes of this Agreement, notices provided for herein shall be in writing and shall be deemed to have been duly given (i) when received, if delivered personally or by courier, or (ii) on the date receipt is acknowledged, if delivered by first class mail, postage prepaid. Notice shall be addressed to the parties as set forth below.

111 Temple Terrace, Ocean Springs, MS 39564

6. Ownership of Work Product
All exhibition plans, written materials, interpretive text, and other work products created under this Agreement shall be the property of the Mary C. O'Keefe Cultural Arts Center unless otherwise agreed in writing.

7. Confidentiality
Contractor agrees to maintain the confidentiality of any non-public information, records, or materials related to the Center, Gallery, or Museum.

8. Insurance and Liability
Contractor agrees to indemnify and hold harmless the Center from any claims, damages, or liabilities arising from Contractor's services.

The Contractor 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 any activities of the Contractor inside or on the Mary C property. The Contractor and its members further agree to hold harmless, defend, release, covenant not to sue, and indemnify the City and/or the Center for any and all liability, claims, demands, actions and all causes of action

whatsoever arising out of or related to any loss, damage, or injury that may be sustained by the Contractor, a third party, its members, attendees, or other person whether based in tort, contract or equity.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties and may be amended only in writing signed by both parties.

Signatures

City of Ocean Springs

Signature: _____
Name/Title: _____
Date: _____

Mary C. O'Keefe Cultural Arts Center

Signature: _____
Name/Title: _____
Date: _____

Contractor

Signature: _____
Name: _____
Date: _____

INDEPENDENT CONTRACTOR AGREEMENT
Custodial Services

This Independent Contractor Agreement ("Agreement") is entered into as of **8/11/26**, by and between: **Mary C. O'Keefe Cultural Arts Center (acting through the City of Ocean Springs)**, located at **1600 Government Street, Ocean Springs, MS** ("Center"), and **Heather Marquez** located at **5005 Midway Street, Ocean Springs, MS 39564** ("Contractor").

1. Scope of Services

Contractor agrees to provide custodial and light maintenance services for the Mary C. O'Keefe Cultural Arts Center, including but not limited to:

- Daily cleaning and upkeep of common areas (lobby, restrooms, hallways, public spaces)
- Cleaning and maintenance of offices, studios, theater, and other rooms as needed
- Trash removal, restocking of basic supplies (as provided by the Center), and general tidiness
- Ensuring the facility is clean, safe, and presentable for public use.

2. Schedule and Performance Standards

- Contractor shall provide services **Tuesday through Saturday**, with the goal of having the building **fully cleaned and ready to open by 10:00 a.m.** each day.
- Common areas shall be serviced **daily**.
- All other areas shall be serviced **as needed and upon request**, based on usage and event schedules.
- Contractor shall perform all services in a professional manner consistent with industry standards.

3. Hours and Compensation

- Contractor shall provide approximately **10 hours per week** of custodial and light maintenance services.
- Compensation shall be **$25.00 per hour**, billed weekly or monthly as agreed upon by both parties.
- Payment shall be made within **45 days** of receipt of invoice.

4. Rental Cleaning Services

In addition to regular weekly services, Contractor may be required to perform cleaning services following facility rentals. Compensation for rental cleanings shall be as follows:

- **$100 flat rate** per theater rental
- **$50 flat rate** per rental for any other room within the Center

Rental cleaning services are separate from the regular weekly hours and shall be billed accordingly.

5. Independent Contractor Status
Contractor is an independent contractor and not an employee of the Center. Contractor shall be solely responsible for:

- All taxes, withholdings, and insurance
- Compliance with all applicable federal, state, and local laws
- Providing their own tools and equipment unless otherwise agreed

Nothing in this Agreement shall be construed as creating an employer-employee relationship, partnership, or joint venture.

6. Term and Termination
This Agreement shall commence on **8/11/26** and continue until terminated for any reason.

Either party to this Agreement may terminate the Agreement at any time upon thirty (30) days written notice to the other party. For purposes of this Agreement, notices provided for herein shall be in writing and shall be deemed to have been duly given (i) when received, if delivered personally or by courier, or (ii) on the date receipt is acknowledged, if delivered by first class mail, postage prepaid. Notice shall be addressed to the parties as set forth below.

5005 Midway Street, Ocean Springs, MS 39564

7. Insurance and Liability
Contractor agrees to hold harmless and indemnify the City and/or the Center from any claims, damages, or liabilities arising from Contractor's work.

The Contractor agrees that the City and/or the Center shall not be liable for any injury or damages, whether to person or property, originating in contract, tort, equity, or otherwise, associated with any activities of the Contractor inside or on the Mary C property. The Contractor and its members further agree to hold harmless, defend, release, covenant not to sue, and indemnify the City and/or the Center for any and all liability, claims, demands, actions and all causes of action whatsoever arising out of or related to any loss, damage, or injury that may be sustained by the Contractor, a third party, its members, attendees, or other person whether based in tort, contract or equity.

8. Access and Security
Contractor shall be granted access to the facility as necessary to perform services and agrees to follow all security procedures and confidentiality requirements set by the Center.

9. Governing Law
This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

10. Entire Agreement
This Agreement constitutes the entire agreement between the parties and may be modified only in writing signed by both parties.

Signatures

City of Ocean Springs

Signature: _____
Name/Title: _____
Date: _____

Mary C. O'Keefe Cultural Arts Center

Signature: _____
Name/Title: _____
Date: _____

Contractor

Signature: _____
Name: _____
Date: _____

INDEPENDENT CONTRACTOR AGREEMENT

Marketing and Digital Content Coordinator

This Independent Contractor Agreement ("Agreement") is entered into as of **8/11/26**, by and between: **Mary C. O'Keefe Cultural Arts Center (acting through the City of Ocean Springs)**, located at **1600 Government Street, Ocean Springs, MS** ("Center"), and **Annalynn McCarthy**, located at **6524 Cortez Circle, Ocean Springs, MS 39564** ("Contractor").

1. Scope of Services

Contractor agrees to provide marketing and digital content coordination services for the Mary C. O'Keefe Cultural Arts Center, including but not limited to:

- Assisting with marketing campaigns, promotions, and audience engagement initiatives
- Creating, scheduling, and coordinating digital content for social media, email marketing, and website platforms
- Supporting event marketing for performances, exhibitions, classes, and cultural programming
- Coordinating graphic assets, photography, video, and promotional materials
- Maintaining brand consistency across digital and printed communications
- Assisting with website updates, online event listings, and digital outreach efforts
- Coordinating with Center staff, artists, instructors, and community partners regarding marketing needs
- Monitoring marketing calendars, deadlines, and promotional schedules
- Contractor shall perform services in coordination with Center staff and in accordance with approved branding, communication standards, and operational needs.

2. Hours and Schedule

- Contractor shall provide approximately **16–20 hours per week** of services.
- Hours may vary depending on programming schedules, events, and seasonal needs.
- Contractor shall manage their time independently while meeting agreed-upon deadlines.

3. Compensation

- Contractor shall be compensated at a rate of **$12.00 per hour**.
- Contractor shall submit invoices **biweekly** detailing hours worked.
- Payment shall be made within **45 days** of receipt of invoice.

4. Independent Contractor Status
Contractor is an independent contractor and not an employee of the Center. Contractor shall be solely responsible for:

- All federal, state, and local taxes
- Insurance coverage, if required
- Compliance with all applicable laws and regulations

Nothing in this Agreement shall be construed as creating an employer-employee relationship, partnership, or joint venture.

5. Ownership of Work Product
All social media calendars, schedules, captions, and related materials created under this Agreement shall be the property of the Mary C. O'Keefe Cultural Arts Center and all materials created under this Agreement are "works made for hire" and shall be the property of the Mary C. O'Keefe Cultural Arts Center as provided by law.

6. Confidentiality
Contractor agrees to maintain the confidentiality of all non-public information, login credentials, marketing plans, and internal communications related to the Center.

7. Term and Termination
This Agreement shall commence on **8/11/26** and continue until terminated for any reason.

Either party to this Agreement may terminate the Agreement at any time upon thirty (30) days written notice to the other party. For purposes of this Agreement, notices provided for herein shall be in writing and shall be deemed to have been duly given (i) when received, if delivered personally or by courier, or (ii) on the date receipt is acknowledged, if delivered by first class mail, postage prepaid, Notice shall be addressed to the parties as set forth below.

6524 Cortez Circle, Ocean Springs, MS 39564

8. Insurance and Liability
Contractor agrees to indemnify and hold harmless the City and/or the Center from any claims, damages, or liabilities arising from Contractor's services.

The Contractor agrees that the City and/or the Center shall not be liable for any injury or damages, whether to person or property, originating in contract, tort, equity, or otherwise, associated with any activities of the Contractor inside or on the Mary C property. The Contractor and its members further agree to hold harmless, defend, release, covenant not to sue, and indemnify the City and/or the Center for any and all liability, claims, demands, actions and all causes of action whatsoever arising out of or related to any loss, damage, or injury that may be sustained by the Contractor, a third party, its members, attendees, or other person whether based in tort, contract or equity.

9. Governing Law
This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

10. Entire Agreement
This Agreement constitutes the entire agreement between the parties and may be amended only in writing signed by both parties.

Signatures

City of Ocean Springs
Signature: _____
Name/Title: _____
Date: _____

Mary C. O'Keefe Cultural Arts Center

Signature: _____
Name/Title: _____
Date: _____

Contractor

Signature: _____
Name: _____
Date: _____

INDEPENDENT CONTRACTOR AGREEMENT

Programming and Production Assistant

This Independent Contractor Agreement ("Agreement") is entered into as of **8/11/26**, by and between: **Mary C. O'Keefe Cultural Arts Center (acting through the City of Ocean Springs)**, located at **1600 Government Street, Ocean Springs, MS** ("Center"), and **Devin Carter**, located at **4217 Coventry Dr., Moss Point, MS 39562** ("Contractor").

1. Scope of Services

Contractor agrees to provide programming and production assistance for the Mary C. O'Keefe Cultural Arts Center, including but not limited to:

- Assisting with theater productions, rehearsals, performances and cultural events
- Supporting event setup, breakdown, backstage operations and production logistics
- Coordinating schedules, event communications and productions support activities
- Assisting artists, instructors, vendors, patrons, and guests during events and programs
- Providing administrative and operational support related to programming and productions
- Assisting with front-of-house operations, audience services and event check-in
- Supporting marketing, outreach, and promotional activities as requested
- Contractor shall perform services in coordination with Center staff and in accordance with event schedules, venue policies, and operational needs.

2. Hours and Schedule

- Contractor shall provide approximately **6–10 hours per week** of services.
- Hours may vary depending on programming schedules, events, and seasonal needs.
- Contractor shall manage their time independently while meeting agreed-upon deadlines.

3. Compensation

- Contractor shall be compensated at a rate of **$15.00 per hour**.
- Contractor shall submit invoices **biweekly** detailing hours worked.
- Payment shall be made within **45 days** of receipt of invoice.

4. Independent Contractor Status

Contractor is an independent contractor and not an employee of the Center. Contractor shall be solely responsible for:

- All federal, state, and local taxes

- Insurance coverage, if required
- Compliance with all applicable laws and regulations

Nothing in this Agreement shall be construed as creating an employer-employee relationship, partnership, or joint venture.

5. Ownership of Work Product

All created under this Agreement shall be the property of the Mary C. O'Keefe Cultural Arts Center.

6. Confidentiality

Contractor agrees to maintain the confidentiality of all non-public information, login credentials, marketing plans, and internal communications related to the Center.

7. Term and Termination

This Agreement shall commence on **8/11/26** and continue until terminated, for any reason.

Either party to this Agreement may terminate the Agreement at any time upon thirty (30) days written notice to the other party. For purposes of this Agreement, notices provided for herein shall be in writing and shall be deemed to have been duly given (i) when received, if delivered personally or by courier, or (ii) on the date receipt is acknowledged, if delivered by first class mail, postage prepaid, Notice shall be addressed to the parties as set forth below.

4217 Coventry Dr., Moss Point, MS 39562

8. Insurance and Liability

Contractor agrees to indemnify and hold harmless the City and/or the Center from any claims, damages, or liabilities arising from Contractor's services.

The Contractor agrees that the City and/or the Center shall not be liable for any injury or damages, whether to person or property, originating in contract, tort, equity, or otherwise, associated with any activities of the Contractor inside or on the Mary C property. The Contractor and its members further agree to hold harmless, defend, release, covenant not to sue, and indemnify the City and/or the Center for any and all liability, claims, demands, actions and all causes of action whatsoever arising out of or related to any loss, damage, or injury that may be sustained by the Contractor, a third party, its members, attendees, or other person whether based in tort, contract or equity.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties and may be amended only in writing signed by both parties.

Signatures

City of Ocean Springs

Signature: _____

Name/Title: _____

Date: _____

Mary C. O'Keefe Cultural Arts Center

Signature: _____

Name/Title: _____

Date: _____

Contractor

Signature: _____

Name: _____

Date: _____

INDEPENDENT CONTRACTOR AGREEMENT

Stage Management Services

This Independent Contractor Agreement ("Agreement") is entered into as of **8/11/26**, by and between: **Mary C. O'Keefe Cultural Arts Center (acting through the City of Ocean Springs)**, located at **1600 Government Street, Ocean Springs, MS** ("Center"), and **Mason Holland**, located at **16112 Omas Rd, Vancleave, MS 39565** ("Contractor").

1. Scope of Services

Contractor agrees to provide Stage Management services for the Mary C. O'Keefe Cultural Arts Center theater upon request, including but not limited to:

- Managing and tracking all theater-related contracts
- Serving as the primary point of communication for theater productions, rentals, and activities
- Coordinating schedules, rehearsals, and performance needs with artists, renters, and Center staff
- Preparing the theater for each production or activity, including stage readiness, basic setup, and coordination of needs
- Ensuring compliance with theater policies, procedures, and safety standards
- Providing on-site stage management support as required for productions and events
- Services shall be performed in a professional manner consistent with accepted theater and stage management standards.

2. Hours and Schedule

- Contractor shall provide approximately **4–8 hours per week** of Stage Management services.
- Hours may vary based on production schedules, rentals, and theater activity.
- Contractor is responsible for managing their time to meet production timelines and contractual obligations.

3. Compensation

- Contractor shall be compensated at a rate of **$17.00 per hour** for Stage Management services.
- Contractor shall submit invoices **biweekly** detailing hours worked.
- Payment shall be made within **45 days** of receipt of invoice.

4. Technical Services Excluded

- Sound, lighting, or other technical work **outside of standard Stage Management duties** is expressly excluded from this Agreement.

- Any such technical services shall be compensated separately through a **theater rental contract or technical services agreement**, as applicable.
- No additional compensation shall be owed under this Agreement for technical work unless separately authorized in writing.

5. Independent Contractor Status

Contractor is an independent contractor and not an employee of the Center. Contractor shall be solely responsible for:

- All federal, state, and local taxes
- Insurance coverage, if required
- Compliance with all applicable laws and regulations

Nothing in this Agreement shall be construed as creating an employer-employee relationship, partnership, or joint venture.

6. Term and Termination

This Agreement shall commence on **8/11/26** and continue until terminated for any reason.

Either party to this Agreement may terminate the Agreement at any time upon thirty (30) days written notice to the other party. For purposes of this Agreement, notices provided for herein shall be in writing and shall be deemed to have been duly given (i) when received, if delivered personally or by courier, or (ii) on the date receipt is acknowledged, if delivered by first class mail, postage prepaid, Notice shall be addressed to the parties as set forth below.

16112 Omas Rd, Vancleave, MS 39565

7. Confidentiality

Contractor agrees to maintain the confidentiality of all non-public information, contracts, schedules, and records related to theater operations and Center activities.

8. Ownership of Work Product

All schedules, documentation, reports, and theater-related records created under this Agreement shall be the property of the Mary C. O'Keefe Cultural Arts Center.

9. Insurance and Liability

Contractor agrees to indemnify and hold harmless the City and/or the Center from any claims, damages, or liabilities arising from Contractor's services.

The Contractor agrees that the City and/or the Center shall not be liable for any injury or damages, whether to person or property, originating in contract, tort, equity, or otherwise, associated with any activities of the Contractor inside or on the Mary C property. The Contractor and its members further agree to hold harmless, defend, release, covenant not to sue, and indemnify the City and/or the Center for any and all liability, claims, demands, actions and all causes of action whatsoever arising out of or related to any loss, damage, or injury that may be sustained by the Contractor, a third party, its members, attendees, or other person whether based in tort, contract or equity.

10. Governing Law
This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

11. Entire Agreement
This Agreement constitutes the entire agreement between the parties and may be amended only in writing signed by both parties.

Signatures

City of Ocean Springs

Signature: _____
Name/Title: _____
Date: _____

Mary C. O'Keefe Cultural Arts Center

Signature: _____
Name/Title: _____
Date: _____

Contractor

Signature: _____
Name: _____
Date: _____

Payment Register

Ocean Springs, MS

APPKT02699 - wex

01 - Vendor Set 01

Bank: AP Bank - AP Bank

Vendor Number	Vendor Name	Total Vendor Amount
04784	WEX BANK	1,044.18

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT0003821	07/23/2026	1,044.18

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
113531127	CITY FUEL PURCHASES JUNE 2026	07/01/2026	07/23/2026	0.00	1,044.18

City of Discovery
OCEAN SPRINGS
MISSISSIPPI

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:	Steven Dye, Police Chief
Re:	Authorize Employee #2386 for Out-of-State travel to Quantico, VA for FBI National Academy from September 30 to December 11, 2026
Section:	CONSENT AGENDA
Meeting Date:	August 4, 2026

Who: Employee #2386
What: FBI National Academy
When: September 30 to December 11, 2026
Where: Quantico, VA

Expenses are budgeted. Tuition is Free.

Thank you for your favorable consideration.

mp

MEMORANDUM

To:	Mayor & Board of Aldermen
From:	Steven Dye, Police Chief
Re:	Authorize Employee #2618 for Out-of-State travel to Baton Rouge, LA for Northwestern School of Police and Command School from August 31 to November 13, 2026
Section:	CONSENT AGENDA
Meeting Date:	August 4, 2026

Who: Employee #2618
What: Northwestern School of Police and Command School
When: August 31 to November 13, 2026
Where: Baton Rouge, LA

No Expenses. Tuition is Free.

Thank you for your favorable consideration.

mp

MEMORANDUM

To: Mayor & Board of Aldermen

From: Steven Dye, Police Chief

Re: Authorize Employee #2505 for Out-of-State travel to Baton Rouge, LA for Northwestern School of Police and Command School from August 31 to November 13, 2026

Section: CONSENT AGENDA

Meeting Date: August 4, 2026

Who: Employee #2505What: Northwestern School of Police and Command SchoolWhen: August 31 to November 13, 2026Where: Baton Rouge, LA
Expenses are budgeted. Tuition is $4,900.00.

Thank you for your favorable consideration.

mp

City of Discovery
OCEAN SPRINGS
MISSISSIPPI

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

TO: Honorable Mayor and Board of Aldermen
FROM: Steven Dye, Chief of Police
DATE: August 04, 2025
RE: Employee Transfer

Please authorize the following employee transfer from Full-Time Dispatcher to Part-Time Dispatcher.

Name:	Kaitlyn Mammoser
Pay:	$18.00/hour
Effective Date:	08/05/26
Probation:	N/A – Part-Time

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

Thank you.

mp

P. O. Box 1800, Ocean Springs, MS 39566 | 1018 Porter Ave Ocean Springs, MS 39564

OCEAN SPRINGS
MISSISSIPPI

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

TO: Honorable Mayor and Board of Aldermen
FROM: Steve Dye, Chief of Police
DATE: August 04, 2026
RE: Approve Removal from Probationary Status

Lead Dispatcher Chasity McLendon has completed his/her six-month probationary period. Please approve his/her removal from probationary status and entry into regular civil-service-covered employment effective August 14, 2026.

Thank you.

mp

Memorandum

To: Honorable Mayor and Board of Aldermen

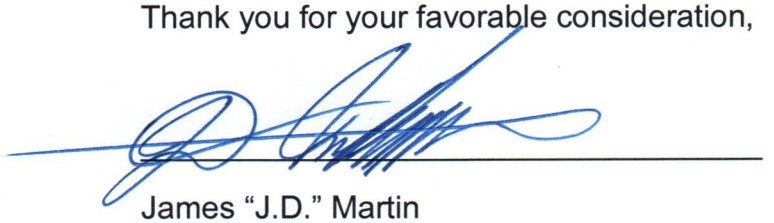
From: Court Clerk James "J.D." Martin

Date: July 27, 2026

Re: Employee Resignation

Deputy Court Clerk Anna "Gunter" Braly, has put in her notice of resignation effective August 7, 2026; therefore, I recommend her resignation be accepted and put into effect at the conclusion of business on August 7, 2026, and that the Deputy Court Clerk I position be placed back on the agenda to fill her absence.

Thank you for your favorable consideration,



James "J.D." Martin

Monday, July 27, 2026

Dear J.D. Martin,

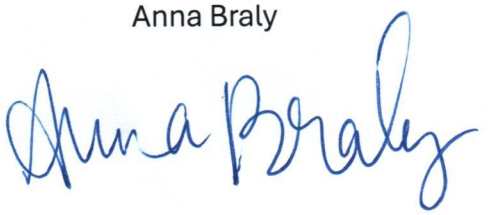
Please accept this letter as my formal resignation from my position as Deputy Court Clerk II, effective August 7, 2026.

This is not a decision I have made lightly. I truly love my job and do not wish to leave the position, however; due to rising childcare costs I can no longer justify holding this position at the current rate of payment.

Thank you for allowing me to hold this position for the past year, I truly have enjoyed working here.

Sincerely,

Anna Braly



OCEAN SPRINGS
MISSISSIPPI

Bobby Cox	Mayor	Kevin Wade	Alderman Ward 3
Matthew Hinton	Alderman at Large	Shannon Pfeiffer	Alderman Ward 4
Steve Tillis	Alderman Ward 1	Rob Blackman	Alderman Ward 5
Karen Stennis	Alderman Ward 2	Julie Messenger	Alderman Ward 6

228.875.4236 | www.oceansprings-ms.gov

TO: Honorable Mayor and Board of Aldermen
RE: New Hire – S Zilke
DATE: August 4, 2026

Public Works would like to hire Scott Zilke for the open position of Public Works Street Dept Laborer, at an hourly rate of $15.00, pending successful completion of all pre-employment requirements. The effective date for hire would be on or around August 15, 2026 pay period.

Respectfully,

Allan Ladnier
Public Works Assistant Director

P. O. Box 1800, Ocean Springs, MS 39566 | 1018 Porter Ave Ocean Springs, MS 39564

City of Discovery
OCEAN SPRINGS
MISSISSIPPI

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

TO: Honorable Mayor and Board of Aldermen
RE: Remove from Probationary Status – C Williams (2791)
DATE: August 4, 2026

Remove Calvin Williams (2791), Sewer Department Laborer from probationary status to full time status, effective immediately,

.

Respectfully,

Allan Ladnier
Public Works Assistant Director

MEMORANDUM

To: Mayor & Board of Aldermen

From: Amanda Crose, Planning Director

Re: Approve the request for Final Plat of Madison Place, Phase 2B - Meritage Homes of Mississippi, Inc.; PC recommends approval

Section: CONSENT AGENDA

Meeting Date: August 4, 2026

On Tuesday, June 9, 2026, the Planning Commission held a public meeting to consider the request for Final Plat of Madison Place Phase 2B Subdivision consisting of 21 lots of the 51-lot single-family residential subdivision located in Ward 6 along Madison Place Drive and Gibson Road. Phase 2B consists of lot numbers 1-21.

This request represents a partial final plat submission from the approved Preliminary Plat consisting of 51-lots. The UDC allows final plats to be submitted for portions of an approved preliminary plat. Approval of the final plat represents the final step prior to recording the plat and issuance of building permits for the approved lots.

The subject property is zoned R-D Two-Family Residential which is intended to accommodate medium-density single-family dwellings, allowing smaller lot sizes while maintaining neighborhood compatibility. This subdivision was approved in sketch and preliminary plat utilizing the Conservation Subdivision provisions of UDC - Section 3.9.6. Conservation Subdivisions promote the use of strategies to preserve wetland and woodland habitats as well as preserving common open spaces and allows subdivisions to vary within 25% of the minimum lot size, minimum frontage, or minimum lot width requirements of the zoning district. The minimum lot width in R-D is 70'; however, the approved sketch and preliminary plats reflect a minimum lot width of 62'. The smallest lot measures 8,060 square feet and exceeds the minimum lot area of 7,500. The minimum setbacks for the R-D District are 20' front yard, 15' rear yard, and 10' side yard setback. All lots meet or exceed the minimum setbacks.

One opposition letter was received from Stephen Parker prior to the Planning Commission packet being posted. The planning commission accepted 8 additional opposition letters and 1 letter of support in the meeting minutes and are included in this packet. In addition, there were 5 additional letters received after the Planning Commission meeting.

One of the main concerns of residents was the disturbance of wetlands outside their permitted area, as well as maintenance and upkeep of the conservation area.

Bobby Heinrich, representing the owner, addressed the Commission. Mr. Heinrich stated all required

approvals, permits, and documentation associated with the subdivision had been obtained and submitted and the project satisfied the requirements necessary for Final Plat approval.

Jordan Bursch, Meritage Homes, addressed the Commission. Mr. Bursch stated that concerns regarding the conservation easement had previously been discussed with residents and explained that Meritage Homes would remain responsible for maintenance of common areas until turnover to the homeowners' association. He further stated that discussions previously occurred regarding future management of the conservation area and that any modifications would require coordination with the U.S. Army Corps of Engineers.

Four residents were in attendance and spoke in opposition to the request, including Steve Parker, Laura Parker, Tracy Trosper, and Daniel Nguyen. During the public meeting, it was discussed that the developer inadvertently cleared additional wetlands outside the scope of their filed Restrictive Covenants.

After reviewing the application and hearing public comments, Commissioner Kevin O'Connell made a motion, seconded by Jennifer Dalgo, to recommend approval of Madison Place Phase 2B Final Plat consisting of 21 single-family residential lots based upon compliance with the Unified Development Code and consistency with prior approvals, contingent upon the Planning Department receiving either an approved mitigation plan or written confirmation from the U.S. Army Corps of Engineers that no mitigation is required prior to Board of Aldermen consideration. The motion carried unanimously, with one member absent.

On June 15, 2026, the Army Corps of Engineers issued a Notice of Non-Compliance with the terms and conditions of the Restrictive Covenants associated with their approved wetland permit after conducting site visits on May 20, 2026, and June 11, 2026. The letter stated it appears that work performed at the project site did not comply with the terms of the Restrictive Covenants on the preserved wetland area west of Gibson Road. Specifically, several areas within the protected site were mechanically cleared to bare soil, and no signage or marking was present around the perimeter of the protected area to prevent such activities.

Ecological Asset Management, on behalf of Meritage Homes, submitted a Restoration Plan to the Army Corps of Engineers stating three areas totaling approximately 0.47 acres were inadvertently cleared. The Restoration Plan detailed that immediate stabilization of the site was conducted to prevent additional impact to wetlands would be conducted as part of step 1. Step 2 involves the planting of native vegetation to reduce the recruitment of non-native and invasive species and restore the native plant community to the conditions of a pine savanna ecosystem. Ecological Asset Management recommended supplemental planting of Longleaf Pine and Sweetbay Magnolia trees and will also generate a report after the 1-year post growing season. The Army Corps of Engineers approved the Restoration Plan on July 1, 2026.

At the same time as the City was awaiting approval of the Restoration Plan from the U.S. Army Corps of Engineers, BMA conducted a site inspection on July 9, 2026, in response to stormwater complaints. During the inspection, BMA determined that improvements to the Madison Place Phase 2 detention pond infrastructure needed to be completed immediately rather than deferred until Phase 2C approvals.

The required improvements included reconstruction of the damaged weir structure, construction of an emergency overflow ditch, and installation of additional rip rap within the existing detention pond. A follow-up inspection was conducted by BMA on July 28, 2026, and it was determined that the required detention pond improvements had been completed in accordance with the approved civil plans. BMA also recommended the installation of additional rip rap along the detention pond bank to help prevent future erosion. Copies of BMA's inspection letters documenting these findings are included as part of this packet.

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

PLANNING COMMISSION REPORT

PUBLIC HEARING DATE: June 9, 2026

APPLICANT/OWNER: Meritage Homes of Mississippi, Inc.

AGENT: Heinrich & Associates, LLC

DATE OF APPLICATION: April 7, 2026

REQUESTED ACTION: Request for Final Plat approval of Madison Place Phase 2B, consisting of 21 out of 51 lots

LOCATION: Along the south side of Madison Place Drive & along the west side of Gibson Road – Ward 6

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 2B, consisting of 21 single-family residential lots.

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

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.

Madison Place Phase 2B contains approximately 4.21 acres and includes 21 single-family residential lots, with the smallest lot measuring approximately 8,060 square feet. The Sketch and Preliminary Plats were approved utilizing the Conservation Subdivision provisions of the UDC – Section 3.9.6.

III. SURROUNDING ZONING CLASSIFICATIONS:

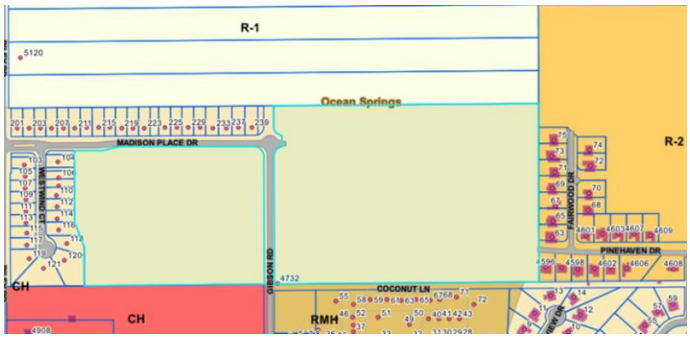


Figure 2. Subject Property and Adjacent Zoning Districts

ADJACENT ZONING/LAND USE:

Subject Property: R-D Two Family Residential District
South: C-H - Regional Commercial & RMH - Mobile Home Parks
North: R-D - Two Family Residential & R-1 - Low Density Single Family
East: R-2 - Low-Medium Density Single Family district
West: R-D - District Two-Family Residential

IV. PRELIMINARY PLAT APPROVAL:

Note: It was noted during 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 meetings 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).

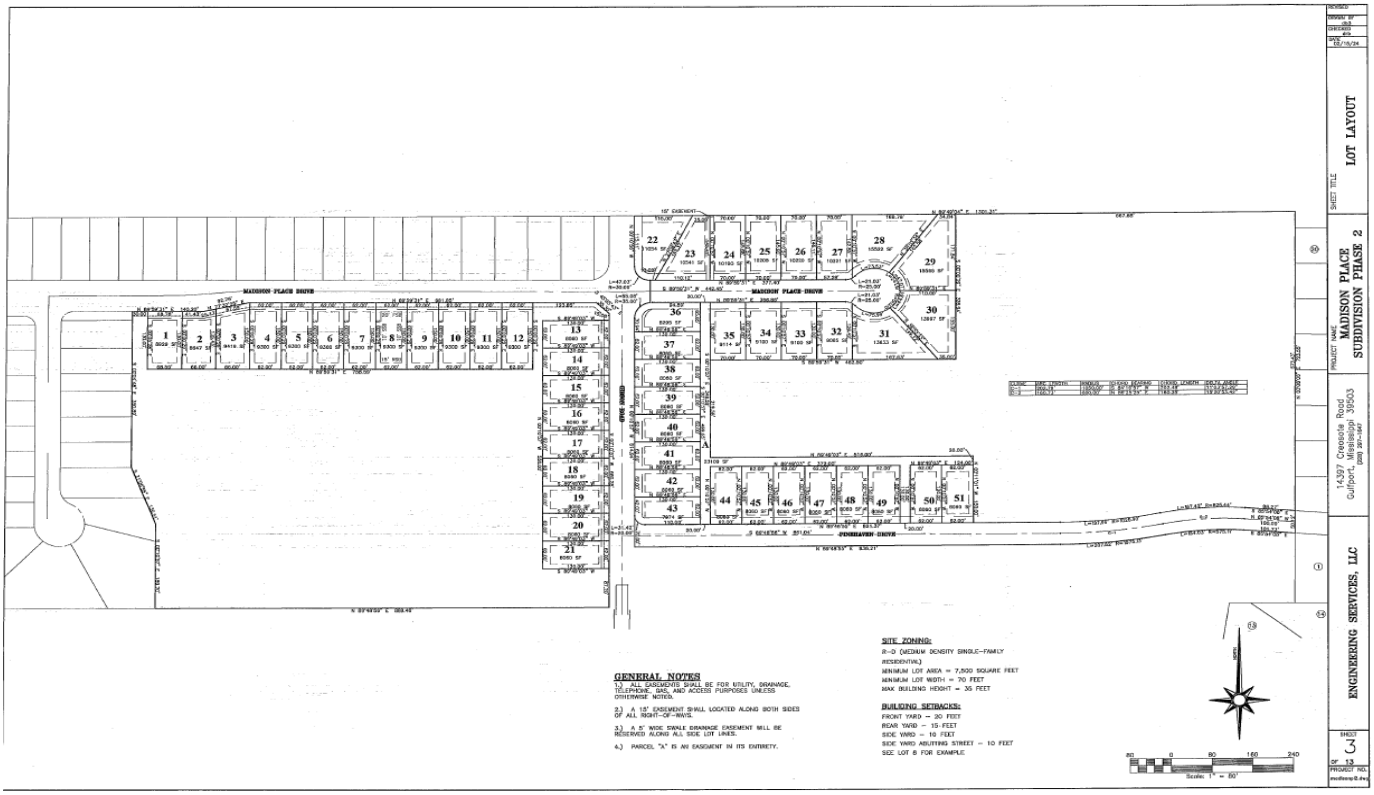


Figure 3. Approved Preliminary Plat of Madison Place Phase 2

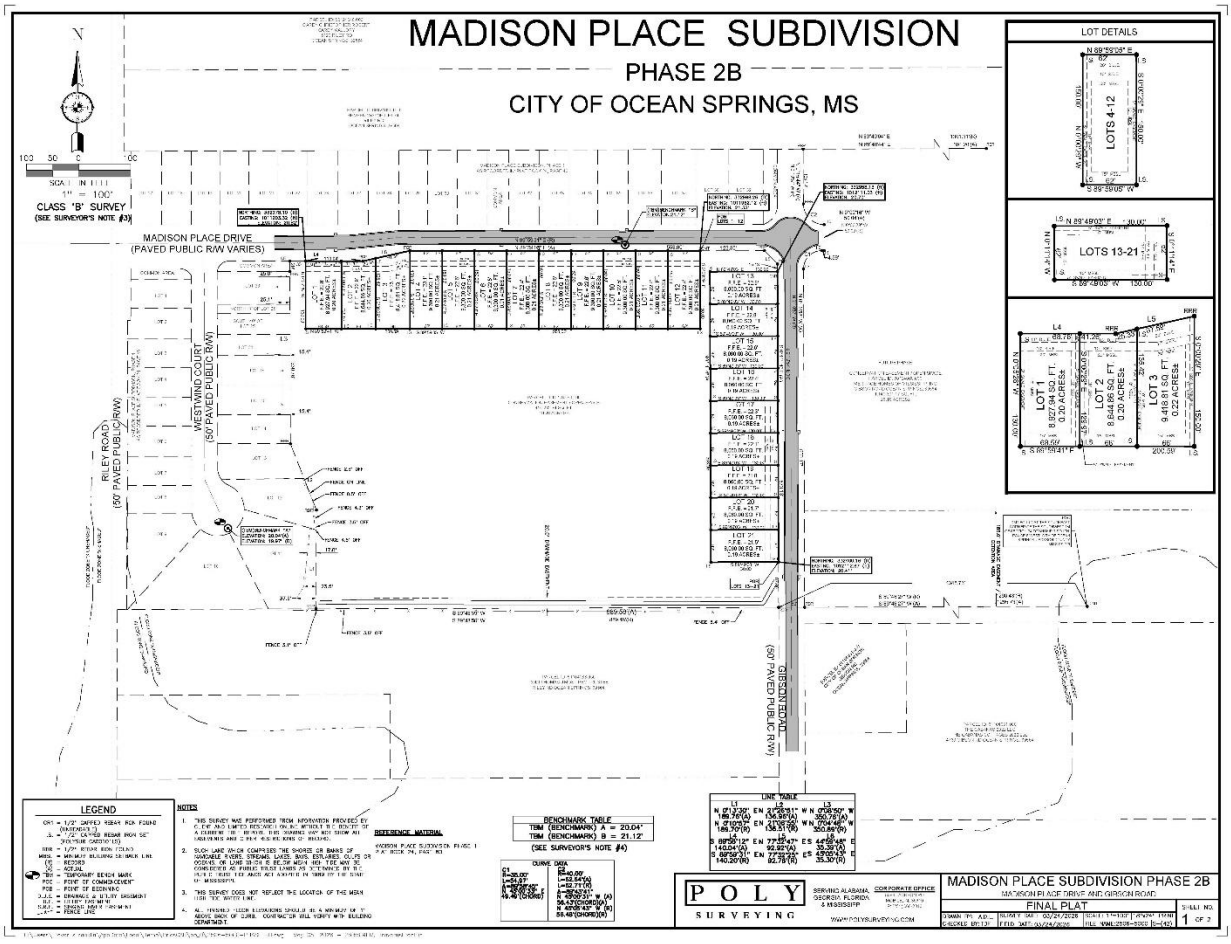


Figure 4. Madison Place Phase 2B Final Plat with Lot Layout

V. FINDINGS:

- Requesting approval for Madison Place 2B consisting of 21-lots out of the 51-lots approved at Preliminary Plat. Lots were developed along existing right-of-way and public streets.
- The subdivision is utilizing the Conservation Subdivision provisions of the UDC – Section 3.9.6. The Declaration of Restrictive Covenants state 24.25 acres are reserved as conservation areas. The final plat indicates 4.21 acres of lot area are designated as Madison Place 2B (21-lots).
- 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 with transfer to Meritage Homes of Mississippi, Inc.
- MDEQ Sewer and Stormwater permit received.

VI. PUBLIC NOTICE:

- Legal Advertisement posted in the Sun Herald on May 24, 2026, Planning Commission yard signs were posted on the property April 27, 2026, and notifications were mailed to adjacent property owners within a 500-foot radius on April 27, 2026. On May 12, 2026, Planning Commission agenda, this item was noted as deferred.

VII. PUBLIC COMMENTS:

- Letter received from Steve Parker June 1, 2026

VIII. BONDS:

The following bonds were received for Madison Place Phase 2B (Lots 1-21):

- 3-year maintenance bond in the amount of $14,700 ($700/lot requirement)
- 5-year maintenance bond in the amount of $136,000 for sidewalk & asphalt improvements
- Maintenance Bond in the amount of $241,250 for sewer improvements for 2 years past 100% occupancy of lots 1-12.

IX. POTENTIAL MOTIONS:

To recommend **approval** of the Madison Place Subdivision Phase 2B Final Plat consisting of 21 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 2B 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:

	Minor S/D	Major S/D
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: April 7, 2026 *(Applications are due by the 7th of each month.)*

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

1. Applicant: Meritage Homes of Mississippi — Phone 228-207-7169
   Address 1635 Popps Ferry Rd. , Biloxi, MS 39532 — Email
2. Local Agent: Heinrich & Associates, LLC — Phone 228-896-6768
   Address 1806 23rd Ave. Ste B, Gulfport, MS 39501 — Email bobby.h@heinrichassociates.net
3. Owner of Record: Meritage Homes of Mississippi, INC — Phone
   Address 18655 N.Claret Dr. Ste 400, Scottsdale, AZ — Email
4. Engineer: Terry Moran, PE — Phone 228-896-4733
   Address 1806 23rd Ave. Ste B, Gulfport, MS 39501 — Email
5. Land Surveyor: Poly Surveying — Phone 251-666-2010
   Address 5588 Jackson Road, Mobile, AL 36619 — Email tfranklin@polysurveying.com
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: 4.21
6. Smallest Lot Size: 8,060 SF 7. Proposed # of Lots: 21
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: A new sewer line was added to the south side of Madison Place Drive and west side of Gibson Road for lots 1 -21
    - 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) Meritage Homes of Mississippi, 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: Meritage Homes of Mississippi Parcrel ID(s): 60124060.000

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

Owner's Signature [signature] Date: 3.26.2026

OBO MERITAGE HOMES OF MISSISSIPPI

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 MS

COUNTY OF HANCOCK

MELANIE LAMB Commission Expires 03-08-2027 NOTARY PUBLIC ID 314359 Hancock County STATE OF MISSISSIPPI

I [signature], hereby depose and say that all the above statements and the statements contained in the papers submitted herewith are true.

Mailing Address 1806 23rd Ave, Ste. B

Gulfport, MS 39501

Subscribed and sworn before me this 26th day of March, 2026

My Commission expires: 03-08-27

Notary Signature: [signature]

CHECKLIST: SUBDIVISION DEVELOPMENT – FINAL PLAT

—Specific Requirements Outlined in Chapter 2.22 of the Unified Development Code—

PROPOSED SUBDIVISION NAME AND/OR PID#: 60124060.000

The following items **MUST** be checked off {☑}, APPLICANT signature must be provided on the second page, and this document must be included with the application to be eligible for review:

SUBMITTAL DOCUMENTS

☑ Final Plat - 3 full size plan sets (24"x36"), one 11"x17", and electronic PDF file if possible – to include all details from preliminary plat as well as additional information as described below:

☑ Date, north arrow, scale and name of subdivision

☑ Parcel ID number(s), lot numbers and numerical addresses shown on As Built

☑ Name and address of owner(s)

☑ Names and addresses of all abutting property owners, as shown on tax records

☑ Dimensions accurate to nearest 1/10 of a foot and angles to nearest minute

☑ Finish floor elevation of each lot

☑ Bearing and length of every street line, lot line boundary line and building setback lines whether curved or straight

☑ Names and lines of all proposed streets and alleys to be dedicated to public use

☑ Tract boundary lines, all right-of-way lines of streets, easements, or other areas, as well as property lines of lots and other sites

☑ Easements, reservations and any areas to be dedicated to public to be noted with dimensions, purpose and limitations

☑ Location, material and description of monuments and markers with complete description of benchmarks, including location, type of mark, elevation and state plane coordinates

☑ FEMA flood zone designations, base flood elevations and any areas within proposed subdivision subject to inundation by stormwater; plans to show proposal to eliminate ponding

☑ Stormwater detention and erosion & sediment control facilities

☑ Natural water bodies and wetlands (delineated)

☑ Street light plan

☑ Street Signage plan

☑ Name, signature and seal of licensed engineer, placed on face of final plat and properly certified

☑ Final letters of approval for water and sewer systems have been received from DOH and DEQ DOH not required, only tapped existing water main. No new main was installed.

Certificates

☑ A certificate showing that the Applicant is the landowner and certification that all prior easement rights to any person, utility or corporation have been absolved on the parcels to be dedicated to public use. The person, utility or corporation shall retain whatever rights they would have as if located on a public street. Recording data for all prior easement shall be included. Those prior easements shall be included and not subordinated.

☑ A certificate of dedication of all public streets, highways, water sanitary sewer, stormwater sewer, any other public utilities, and other rights-of-way, easements or parcels for public parks or other public use to the City of Ocean Springs, Mississippi, executed by the owners and all other parties who have a mortgage or lien interest in the property.

☑ A certificate by a registered land surveyor of the State of Mississippi to the effect that the plat represents an accurate survey made by him or someone under his direct supervision and that all dimensional and other data are correct.

☑ Certificates of approval by the Planning Commission and Board of Aldermen and a certificate of recording by the Chancery Clerk of Jackson County, Mississippi.

☑ The certificate of accuracy by the developer's engineer, registered to practice in the State of Mississippi, as required herein:

- Plats to be certified by developer's engineer (registered MS PE), with this statement, on the final plat face: *"The plans of said subdivision and the construction of all improvements therein, which are or may become the property of the City of Ocean Springs, have been designed and constructed in accordance with the subdivision regulations of the City of Ocean Springs and all other laws, rules, ordinances, regulations, and they meet or exceed all accepted engineering standards."*

- If a private development, plat must state: *"The infrastructure and streets have not been dedicated to the public for public use nor have they been accepted by the City of Ocean Springs as public improvements, and the infrastructure and streets shall be maintained by the required property owners' association within the subdivision, and the streets shall always be open to emergency vehicles, public and private utility maintenance and service personnel, and the U.S. Postal Service and governmental employees in pursuit of the official duties."*

INSPECTION AND REQUIRED ACTIONS

☑ The *final engineering inspection* must be scheduled so that it will be accomplished at least **fifteen (15) working days** prior to the regular monthly meeting of the Planning Commission. All *administrative and construction requirements* identified by the final inspection will be complete and all submittals made to the City at least **seven (7) working days** prior to the regular monthly meeting of the Planning Commission.

☑ The following items MUST be submitted two working day prior to the final engineering inspection:

- One blueline copy of the construction drawings to include all items as they were constructed
- One blueline print of the proposed plat to be recorded
- A security instrument per lot according to a fee schedule for 3 years or 80% occupancy
- Developer's warranty for 3 years or 85% occupancy

☑ After final engineering inspection and at least two working days prior to the Planning Commission at which final plat will be considered, the developer shall provide the final construction, contractor record **as-built** drawings to the City as follows: one (1) Mylar diazo film and three (3) sets of revised, if necessary, blueline copies.

☑ The location of water and sewer services shall be indicated with a "w" and "s" respectively, and shall be permanently stamped, cut or otherwise indicated into the curb abutting each lot or other location approved by City Engineer.

☑ The developer must have deposited sufficient funds with the City to cover the costs of material, labor and equipment associated with the City's installation of all signs required in the subdivision, including street markers and stop signs at all street intersections as well as any other signs required by the current Manual of Uniform Traffic Control Devices.

Final Plat Notes:

1. The Applicant may submit final plat copies for only that portion of the approved preliminary plat that they propose to record and develop at that time
2. Amendments to a subdivision plat shall be approved in the same manner as the original plat, except as otherwise provided for amending plats or replats herein.
3. Where only a portion of an approved preliminary plat is submitted for final approval, a final plat of the remaining area may be submitted at any time within two years of the preliminary plat without payment of any additional filing fee by the Applicant providing the final plat for the additional areas conform substantially with the approved preliminary plat.
4. The final plat shall be submitted for approval within the required two years. Applicants failing to complete construction and obtain final approval from the Board of Aldermen within the specified time may submit a request for an extension of six months. If an extension is granted, the final plat must be submitted within a total of 30 months from the original date of approval of the preliminary plat by the Board of Aldermen.
5. Upon approval of the final plat by the Board of Aldermen, the plat shall be submitted for recording within 60 days; otherwise final plat approval will be null and void.

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 appropriate Planning Commission agenda. Appropriate time must be allowed for City review and public notification via standard mail and City review prior to the Planning Commission meeting. 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. All meetings occur in the City Hall Board room at 1018 Porter Avenue.

After Final Plat approval – REQUIRED steps:

- ☑ Building permits can be issued by City Building Department.
- ☑ Developer to submit Final Plat for recording with Jackson County within 60 days of plat approval by City to include all required plan signatures *prior* to submittal of plans.
- ☑ Within 30 days of final plat approval, developer to submit 4 signed copies – **18"x24"** – of the approved Final Plat to Planning Department:
    - 1 mylar
    - 1 linen
    - 2 full size minimum 24lb paper
    - Also, one computer disc which contains all of the graphical information of these drawings as well as the final plat itself in a format compatible with the City Engineer's computer system [CAD].
- ☑ The Applicant shall file the plat with the Jackson County land records office within 12 months after final plat approval as provided by law.
- ☑ Jackson County will keep the linen copy. The mylar and one paper copy will be returned to the Planning Department.

Applicant Signature: _____

DATE: 3/25/24

Docusign Envelope ID: BCAC3D36-0C8D-413A-B93F-26FECE71CE4C

SECRETARY'S CERTIFICATE

MERITAGE HOMES OF MISSISSIPPI, INC.

I, Malissia Clinton, do hereby certify that I am the duly appointed Executive Vice President – General Counsel and Secretary of Meritage Homes of Mississippi, Inc., an Arizona corporation (the "Company").

I also do hereby certify that the individuals named below are duly elected or appointed officers of the Gulf Coast Division of Company, holding the office(s) set forth opposite their names:

NAME	OFFICE
Omar Rodriguez	Region President
Jonathan White	Area President
Tucker Dorsey	Division President
Richard Roberson	Vice President – Finance – South Region
Marc Austin	Vice President – Operations – South Region
Ryan Hamilton	Vice President – Regional Counsel
Holly Johnson	Division Director of Finance

I also do hereby certify that each of the foregoing individuals has been authorized, by and on behalf of the Company, to execute documents, contracts, and agreements relating to the sale of completed homes (attached and detached) in the Gulf Coast Division of the Company, including deeds, closing statements, escrow instructions, HUD statements and forms, and related closing documents and instructions.

Dated: 6/17/2025

By: DocuSigned by: Malissia Clinton
539357DEA32A16F...
Name: Malissia Clinton
Title: Executive Vice President – General Counsel and Secretary

MADISON PLACE SUBDIVISION

PHASE 2B

CITY OF OCEAN SPRINGS, MS

N

100 50 0 100

SCALE IN FEET

1'' = 100'

CLASS 'B' SURVEY

(SEE SURVEYOR'S NOTE #3)

PARCEL ID: 60124040.000
CAREY CHRISTOPHER ROBERT
CAREY MALLORY
5120 RILEY RD
OCEAN SPRINGS, 39564

PARCEL ID: 60124050.000
HENGEN WAYNE L ET AL
RILEY RD
OCEAN SPRINGS, 39564

MADISON PLACE SUBDIVISON, PHASE 1
AS RECORDED IN: PLAT BOOK 24, PAGE 46

LOT 17 LOT 18 LOT 19 LOT 20 LOT 21 LOT 22 LOT 23 LOT 27 LOT 28 LOT 29 LOT 30 LOT 31 COMMON AREA LOT 32 LOT 33 LOT 34 LOT 35 LOT 36 LOT 37 LOT 38 LOT 39

N 89°49'04" E
N 89°48'44" E
1301.31'(R)
1301.20'(A)

NORTHING: 332978.10 (ft)
EASTING: 1011203.32 (ft)
ELEVATION: 20.82'

(TBM)BENCHMARK "B"
ELEVATION:21.12'

POB
LOTS, 1–12

NORTHING: 332998.26 (ft)
EASTING: 1011962.12 (ft)
ELEVATION: 21.33'

NORTHING: 332958.13 (ft)
EASTING: 1012111.03 (ft)
ELEVATION: 20.70'

N 0°15'44" W (A)
N 0°10'57" W (R)
105.14'

N 0°02'16" W
50.04'(A)
N 0°00'29" W
50.00'(R)

MADISON PLACE DRIVE
(PAVED PUBLIC R/W VARIES)

N 89°59'31" E (R)
N 89°59'05" E (A)
558.00'
123.86'

COMMON AREA
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT 11
LOT 12
LOT 13
LOT 14
LOT 15
LOT 16
LOT 17
LOT 18
LOT 19
LOT 20
LOT 21
LOT 22
LOT 23
LOT 24
LOT 25
LOT 26
LOT 27
LOT 28
LOT 29
LOT 30
LOT 31
LOT 32
LOT 33
LOT 34
LOT 35
LOT 36
LOT 37
LOT 38
LOT 39
NORTH 17' OF LOT 25
SOUTH 40' OF LOT 25

LOT 1
F.F.E. = 22.8'
8,927.94 SQ. FT.
0.20 ACRES±

LOT 2
F.F.E. = 22.9'
8,644.86 SQ. FT.
0.20 ACRES±

LOT 3
F.F.E. = 23.1'
9,418.81 SQ. FT.
0.22 ACRES±

LOT 4
F.F.E. = 23.1'
9,300.00 SQ. FT.
0.21 ACRES±

LOT 5
F.F.E. = 22.6'
9,300.00 SQ. FT.
0.21 ACRES±

LOT 6
F.F.E. = 22.5'
9,300.00 SQ. FT.
0.21 ACRES±

LOT 7
F.F.E. = 22.4'
9,300.00 SQ. FT.
0.21 ACRES±

LOT 8
F.F.E. = 22.4'
9,300.00 SQ. FT.
0.21 ACRES±

LOT 9
F.F.E. = 22.6'
9,300.00 SQ. FT.
0.21 ACRES±

LOT 10
F.F.E. = 22.5'
9,300.00 SQ. FT.
0.21 ACRES±

LOT 11
F.F.E. = 22.4'
9,300.00 SQ. FT.
0.21 ACRES±

LOT 12
F.F.E. = 22.4'
9,300.00 SQ. FT.
0.21 ACRES±

LOT 13
F.F.E. = 22.9'
8,060.00 SQ. FT.
0.19 ACRES±

LOT 14
F.F.E. = 22.8'
8,060.00 SQ. FT.
0.19 ACRES±

LOT 15
F.F.E. = 22.6'
8,060.00 SQ. FT.
0.19 ACRES±

LOT 16
F.F.E. = 22.4'
8,060.00 SQ. FT.
0.19 ACRES±

LOT 17
F.F.E. = 22.3'
8,060.00 SQ. FT.
0.19 ACRES±

LOT 18
F.F.E. = 22.1'
8,060.00 SQ. FT.
0.19 ACRES±

LOT 19
F.F.E. = 21.8'
8,060.00 SQ. FT.
0.19 ACRES±

LOT 20
F.F.E. = 21.7'
8,060.00 SQ. FT.
0.19 ACRES±

LOT 21
F.F.E. = 21.5'
8,060.00 SQ. FT.
0.19 ACRES±

RILEY ROAD
(50' PAVED PUBLIC R/W)

MADISON PLACE SUBDIVISON, PHASE 1
AS RECORDED IN: PLAT BOOK 24, PAGE 46

WESTWIND COURT
(50' PAVED PUBLIC R/W)

FLOOD ZONE "X-UNSHADED"
FLOOD ZONE "X-SHADED"

(TBM)BENCHMARK "A"
ELEVATION: 20.04'(A)
ELEVATION: 19.97' (R)

FENCE 2.8' OFF
FENCE ON LINE
FENCE 0.5' OFF
FENCE 4.3' OFF
FENCE 3.5' OFF
FENCE 4.5' OFF
FENCE 3.5' OFF
FENCE 3.1' OFF
FENCE 8.4' OFF

20.0' DRAINAGE EASEMENT

S 89°48'39" W
S 89°48'56" W
889.58'(A)
889.46'(R)

PARCEL ID: 60124060.000
CONSERVATION EASEMENT / OPEN SPACE
444,282.74 SQ. FT.
10.20 ACRES±

FUTURE PHASE

CONSERVATION EASEMENT / OPEN SPACE
PARCEL ID: 60124060.000
MERITAGE HOMES OF MISSISSIPPI INC
GIBSON ROAD OCEAN SPRINGS, 39564
1,140,301.17 SQ. FT.
26.18 ACRES±

GIBSON ROAD
(50' PAVED PUBLIC R/W)

185.0' DRAINAGE EASEMENT / DETENTION AREA

POC
CMT 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

1345.73'
S 89°48'27" W (R)
S 89°48'27" W (A)
1296.43'(R)
1295.73'(A)

NORTHING: 332400.16 (ft)
EASTING: 1012112.87 (ft)
ELEVATION: 20.41'

POB
LOTS 13–21

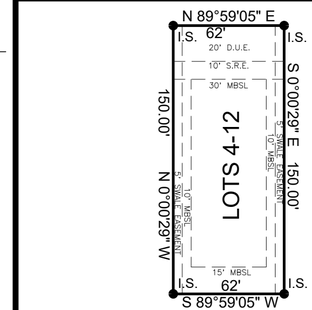
PARCEL ID: 61104038.050
RODI THOMAS J MOST REV TRUSTEE
RILEY RD OCEAN SPRINGS, 39564

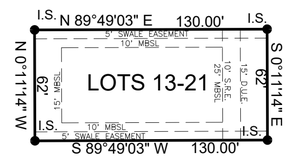
PARCEL ID: 61104031.010
CITY OF OCEAN SPRINGS
GIBSON RD
OCEAN SPRINGS, 39564

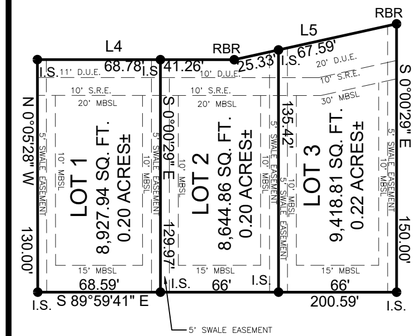
PARCEL ID: 61104031.000
THE CABANAS 2022 LLC
THE CABANAS COTTAGES 2022 LLC
4730 GIBSON RD OCEAN SPRINGS, 39564

FLOOD ZONE "X-SHADED"
FLOOD ZONE "X-UNSHADED"

LOT DETAILS







LINE TABLE

L1	L2	L3
N 0°13'30" E 189.76'(A) N 0°10'57" E 189.70'(R)	N 21°26'51" W 136.96'(A) N 21°06'55" W 136.51'(R)	N 0°08'50" W 350.76'(A) N 0°04'48" W 350.89'(R)
L4	**L5**	**L6**
S 89°58'12" E 140.04'(A) S 89°59'31" E 140.20'(R)	N 77°32'47" E 92.92'(A) N 77°32'25" E 92.76'(R)	S 44°59'48" E 35.39'(A) S 45°05'43" E 35.30'(R)

LEGEND

CR1	= 1/2'' CAPPED REBAR IRON FOUND (UNREADABLE)
I.S.	= 1/2'' CAPPED REBAR IRON SET (POLYSUR CA00101LS)
RBR	= 1/2'' REBAR IRON FOUND
MBSL	= MINIMUM BUILDING SETBACK LINE
(R)	= RECORD
(A)	= ACTUAL
TBM	= TEMPORARY BENCH MARK
POC	= POINT OF COMMENCEMENT
POB	= POINT OF BEGINNING
D.U.E.	= DRAINAGE & UTILITY EASEMENT
U.E.	= UTILITY EASEMENT
S.R.E.	= SINGING RIVER EASEMENT
x	= FENCE LINE

NOTES

1. THIS SURVEY WAS PERFORMED FROM INFORMATION PROVIDED BY CLIENT AND LIMITED RESEARCH ONLINE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THIS DRAWING MAY NOT SHOW ALL EASEMENTS AND OTHER RESTRICTIONS OF RECORD.
2. SUCH LAND WHICH COMPRISES THE SHORES OR BANKS OF NAVIGABLE RIVERS, STREAMS, LAKES, BAYS, ESTUARIES, GULFS OR OCEANS, OR LAND WHICH IS BELOW MEAN HIGH TIDE MAY BE CONSIDERED AS PUBLIC TRUST LANDS AS DETERMINED BY THE PUBLIC TRUST TIDELANDS 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 SHOULD BE A MINIMUM OF 1' ABOVE BACK OF CURB. CONTRACTOR WILL VERIFY WITH BUILDING DEPARTMENT.

REFERENCE MATERIAL

MADISON PLACE SUBDIVISION PHASE 1
PLAT BOOK 24, PAGE 80

BENCHMARK TABLE
TBM (BENCHMARK) A = 20.04'
TBM (BENCHMARK) B = 21.12'

(SEE SURVEYOR'S NOTE #4)

CURVE DATA	
C1	C2
R=35.00'	R=40.00'
L=54.97'	L=62.64'(A)
Δ=89°58'45"	L=62.71'(R)
N 45°00'33" E	Δ=89°43'41"
49.49'(CHORD)	N 45°00'31" W (A)
	56.43'(CHORD)(A)
	N 45°05'43" W (R)
	56.48'(CHORD)(R)

POLY SURVEYING

SERVING ALABAMA, GEORGIA, FLORIDA & MISSISSIPPI

WWW.POLYSURVEYING.COM

CORPORATE OFFICE
5588 JACKSON RD
MOBILE, AL 36619
P: (251) 666-2010

MADISON PLACE SUBDIVISION PHASE 2B

MADISON PLACE DRIVE AND GIBSON ROAD

FINAL PLAT

DRAWN BY: A.D.L.	SURVEY DATE: 03/24/2026	SCALE: 1''=100'	18''x24'' PRINT
CHECKED BY: TDF	FIELD DATE: 03/24/2026	FILE NAME: 2506-5000	S-(42)

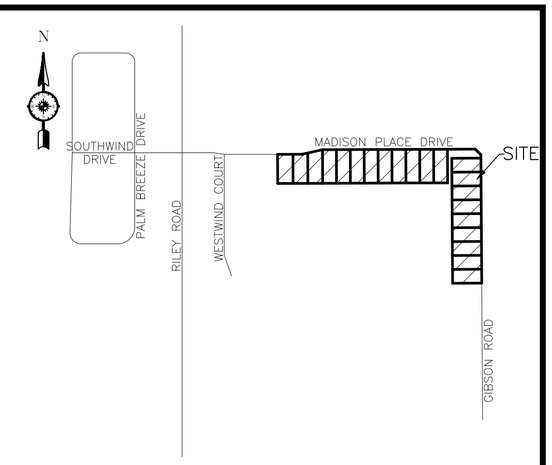
SHEET NO. 1 OF 2

MADISON PLACE SUBDIVISION

PHASE 2B

CITY OF OCEAN SPRINGS, MS

SITE DATA	
TOTAL LAND AREA:	4.21 ACRES
SMALLEST LOT SIZE:	0.19 ACRES
TOTAL NUMBER OF LOTS:	21
LINEAR FEET OF STREETS:	1555' ±
OWNER INFORMATION:	
PARCEL ID: 60124060.000 MERITAGE HOMES OF MISSISSIPPI, INC RILEY ROAD OCEAN SPRINGS MS, 39564	



VICINITY MAP

SURVEYED DESCRIPTION:

LOTS 1–12

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 1345.73 FEET TO AN IRON REBAR LOCATED ON THE WESTERLY RIGHT OF WAY LINE OF GIBSON ROAD; THENCE RUN ALONG SAID WESTERLY RIGHT OF WAY LINE N 0°11'14" W, A DISTANCE OF 660.18 FEET TO AN IRON REBAR; THENCE RUN ALONG THE INTERSECTION OF GIBSON ROAD AND MADISON PLACE DRIVE, N 44°59'48" W, A DISTANCE OF 35.39 FEET TO AN IRON REBAR ON THE SOUTH RIGHT OF WAY LINE OF MADISON PLACE DRIVE; THENCE RUN ALONG SAID SOUTH RIGHT OF WAY LINE AT MADISON PLACE DRIVE S 89°59'05' W, A DISTANCE OF 123.86 FEET TO A CONCRETE MONUMENT (MISSISSIPPI EAST STATE PLANE COORDINATES BEING 332,998.26 (FT) NORTHING AND 1,011,962.12 (FT) EASTING), BEING THE POINT OF BEGINNING. THENCE RUN S 0°00'29" E, A DISTANCE OF 150.00 TO A CAPPED IRON RBEAR; THENCE RUN S 89°59'05" W, A DISTANCE OF 558.02 FEET TO A CAPPED IRON REBAR; THENCE RUN N89°59'41"W, A DISTANCE OF 200.59 FEET TO A CAPPED IRON REBAR; THENCE RUN N 0°05'28"W, A DISTANCE OF 130.00 FEET TO A CONCRETE MONUMENT (MISSISSIPPI EAST STATE PLANE COORDINATES BEING 332,978.10 (FT) NORTHING AND 1,011,203.32 (FT) EASTING) LOCATED ON THE SOUTH RIGHT OF WAY LINE MADISON PLACE DRIVE; THENCE RUN ALONG SAID SOUTH RIGHT OF WAY LINE N 89°58'12" E, A DISTANCE OF 110.04 FEET TO AN IRON REBAR ON SAID SOUTH RIGHT OF WAY LINE; THENCE RUN ALONG SAID SOUTH RIGHT OF WAY LINE N 77°32'47"E, A DISTANCE OF 92.92 FEET TO AN IRON REBAR ON SAID SOUTH RIGHT OF WAY LINE; THENCE RUN ALONG SAID SOUTH RIGHT OF WAY LINE N 89°59'05" E, A DISTANCE OF 558.00 FEET TO A CONCRETE MONUMENT, BEING THE POINT OF BEGINNING. CONTAINING 2.54 ACRES MORE OR LESS.

LOTS 13–21

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 1345.73 FEET TO AN IRON REBAR LOCATED ON THE WESTERLY RIGHT OF WAY LINE OF GIBSON ROAD; THENCE RUN ALONG SAID WESTERLY RIGHT OF WAY LINE N 0°11'14" W, A DISTANCE OF 87.06 FEET TO A CONCRETE MONUMENT (MISSISSIPPI EAST STATE PLANE COORDINATES BEING 332,400.16 (FT) NORTHING AND 1,012,112.87 (FT) EASTING), BEING THE POINT OF BEGINNING; THENCE RUN S 89°49'03" W, A DISTANCE OF 130.00 FEET TO A CAPPED IRON REBAR; THENCE RUN N 0°11'14" W, A DISTANCE OF 558.00 FEET TO A CAPPED IRON REBAR; THENCE RUN N 89°49'03" E, A DISTANCE OF 130.00 FEET TO A CONCRETE MONUMENT (MISSISSIPPI EAST STATE PLANE COORDINATES BEING 332,958.13 (FT) NORTHING AND 1,012,111.03 (FT) EASTING) LOCATED ON THE WESTERLY RIGHT OF WAY LINE OF GIBSON ROAD; THENCE RUN ALONG SAID WESTERLY RIGHT OF WAY LINE S 0°11'14" E, A DISTANCE OF 573.13 FEET TO A CONCRETE MONUMENT, BEING THE POINT OF BEGINNING. CONTAINING 1.67 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 CONVERGANCE ANGLE OF 00° 02' 41.38", COMBINED FACTOR OF 0.99985074.

SURVEYORS CERTIFICATE:

I, J. BRETT ORRELL, 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 ORRELL, 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 2B, AND THAT SAID OWNER HEREBY DEDICATES THE RIGHT–OF–WAY AND EASEMENTS SHOWN ON THIS PLAT UNTO 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

AFORENAMED, 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

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

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 2B, AND FIND THE SAME TO BE AN EXACT DUPLICATE THEREOF.
CHANCERY CLERK

WITNESS OUR SIGNATURES THIS _____ DAY OF _____, 2026

BY: _____
DEPUTY CLERK

BY: _____
J. BRETT ORRELL P.L.S.

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 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

CERTIFICATE OF DEVELOPER'S ENGINEER

THE PLANS OF SAID SUBDIVISION AND THE CONSTRUCTION OF ALL IMPROVEMENTS THEREIN, WHICH ARE OR MAY BECOME THE PROPERTY OF THE CITY OF OCEAN SPRINGS, HAVE BEEN DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE SUBDIVISION REGULATION SOF THE CITY OF OCEAN SPRINGS AND ALL OTHER LAWS, RULES, ORDINANCES, REGULATIONS AND THEY MEET OR EXCEED ALL ACCEPTED ENGINEERING STANDARDS.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ___ DAY OF _____, 2026.

BY: _____

SURVEYOR'S NOTES

1. TYPE OF SURVEY: SUBDIVISION OF LAND

2. BUILDING SETBACKS
   FRONT YARD = 25 FEET (UNLESS OTHERWISE NOTED)
   SIDE YARD = 10 FEET
   REAR YARD = 15 FEET

3. 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 CONVERGANCE ANGLE OF 00° 02' 41.38", COMBINED FACTOR OF 0.99985074.

4. ELEVATIONS BASED NAVD88 DATUM, TIED TO THE LOCAL MONUMENT NOTED AS BENCHMARK 'B', BEING A BRASS DISK IN THE BACK OF CONCRETE CURBING ALONG THE SOUTH SIDE OF MADISON PLACE DRIVE AND SHOWN ON THE RECORD PLAT OF MADISON PLACE SUBDIVISION, PHASE 1, RECORDED IN MAP BOOK 24, PAGES 80–82.

5. FIELD WORK FOR THIS SURVEY WAS PERFORMED MARCH 24, 2026

6. INFORMATION SHOWN ON THIS DRAWING REGARDING THE LOCATION OF FLOOD ZONE LINES IS BASED ON GRAPHIC PLOTTING OF DIGITAL INFORMATION TAKEN FROM THE FEMA MAP SERVICE CENTER. THE FILES ARE PLOTTED AT THE SAME SCALE AND OVERLAID WITH THE PROPERTY BOUNDARY SURVEY INFORMATION TO COMPILE THE REPRESENTATION OF FLOOD ZONE LINES LOCATION. REQUIRED BUILDING FLOOR ELEVATIONS MUST BE VERIFIED THROUGH THE LOCAL GOVERNING BUILDING OFFICIAL. THE ZONE ELEVATION LINES, IF SHOWN ON THIS DRAWING, WERE TAKEN FROM FEMA FLOOD MAPS AND DO NOT NECESSARILY MATCH REQUIRED FLOOR ELEVATIONS OF LOCAL GOVERNING ENTITIES. THIS PROPERTY IS LOCATED IN ZONES "X–UNSHADED" AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, OFFICIAL FLOOD INSURANCE RATE MAP, MAP NUMBER 28059C 0311G, EFFECTIVE MARCH 16th, 2009.

7. ALL RIGHT–OF–WAYS AND DRAINAGE EASEMENTS OF RECORD ARE SHOWN ON THIS PLAT; BUT THIS PLAT DOES NOT REFLECT OTHER DOCUMENTS ((I.E., UTILITY EASEMENTS, ETC.) THAT WOULD NORMALLY APPEAR AS AN EXCEPTION IN A TITLE COMMITMENT OR POLICY.

8. ANY EROSION CONTROL, DETENTION/RETENTION POND, COMMON AREA AND LANDSCAPING AREAS AND NON PUBLIC SIGNAGE DEPICTING THE NAME OF THE SUBDIVISION SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION, IF ESTABLISHED, OR IN THE EVENT A HOMEOWNERS ASSOCIATION IS NOT ESTABLISHED, THE OWNERSHIP AND MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE AGGREGATE LOT OWNERS.

9. THE OWNER OF THIS DEVELOPMENT IS MERITAGE HOMES OF MISSISSIPPI INC.

10. EACH PROPERTY OWNER SHALL MAINTAIN ALL SEDIMENT AND EROSION CONTROL IMPROVEMENTS USING BEST MANAGEMENT PRACTICES, LANDSCAPING OR OTHER SUITABLE METHODS IN PERPETUITY. WHEN PROBLEMS ARISE DUE TO INADEQUATE MAINTENANCE, THE CITY INSPECTOR MAY INSPECT THE IMPROVEMENTS AND COMPEL THE CORRECTION OF THE PROBLEM BY WRITTEN NOTICE. IF IT IS IMPRACTICABLE FOR THE PROPERTY OWNER TO MAKE THE CORRECTION, THE PROPERTY OWNER MAY CONTRACT WITH THE CITY FOR THE CORRECTION OF THE PROBLEM IF SUCH SERVICE IS AVAILABLE, PROVIDED THE CITY IS ADEQUATELY REIMBURSED.

11. BASED ON THE JACKSON COUNTY, MISSISSIPPI TAX PARCEL RECORDS, THE PARCEL ID OF THE SUBJECT PROPERTY IS 60124060.000.

12. IN CASES WHERE THE SETBACK LINE CONFLICTS WITH AN EASEMENT, THE EASEMENT SHOULD TAKE PRECEDENCE OVER THE SETBACK LINE WITH SETBACK LINE CONFORMING TO THE WIDTH OF THE EASEMENT. OWNER SHOULD CONTACT COUNTY AND/OR CITY BUILDING CODE AND PUBLIC WORKS FOR CONFIRMATION.

13. ALL CORNERS, P.C.'S, P.T.'S AND TURNS IN LINES ARE ONE HALF INCH FOUND OR SET CAPPED IRON PINS, UNLESS SHOWN OTHERWISE.

14. ALL FINISHED FLOOR ELEVATIONS SHOULD BE A MINIMUM OF 1' ABOVE TOP OF CURB.

15. TOTAL NUMBER OF LOTS: 21

16. CURRENT ZONING: TWO–FAMILY RESIDENTIAL (R–D)

17. 25' MINIMUM BUILDING SETBACK LINE ON ALL FRONT LOT LINES, UNLESS SHOWN OTHERWISE.

18. 10' MINIMUM BUILDING SETBACK LINE ON ALL SIDES & 15' MINIMUM BUILDING SETBACK LINE ON REAR LOT LINES, UNLESS SHOWN OTHERWISE.

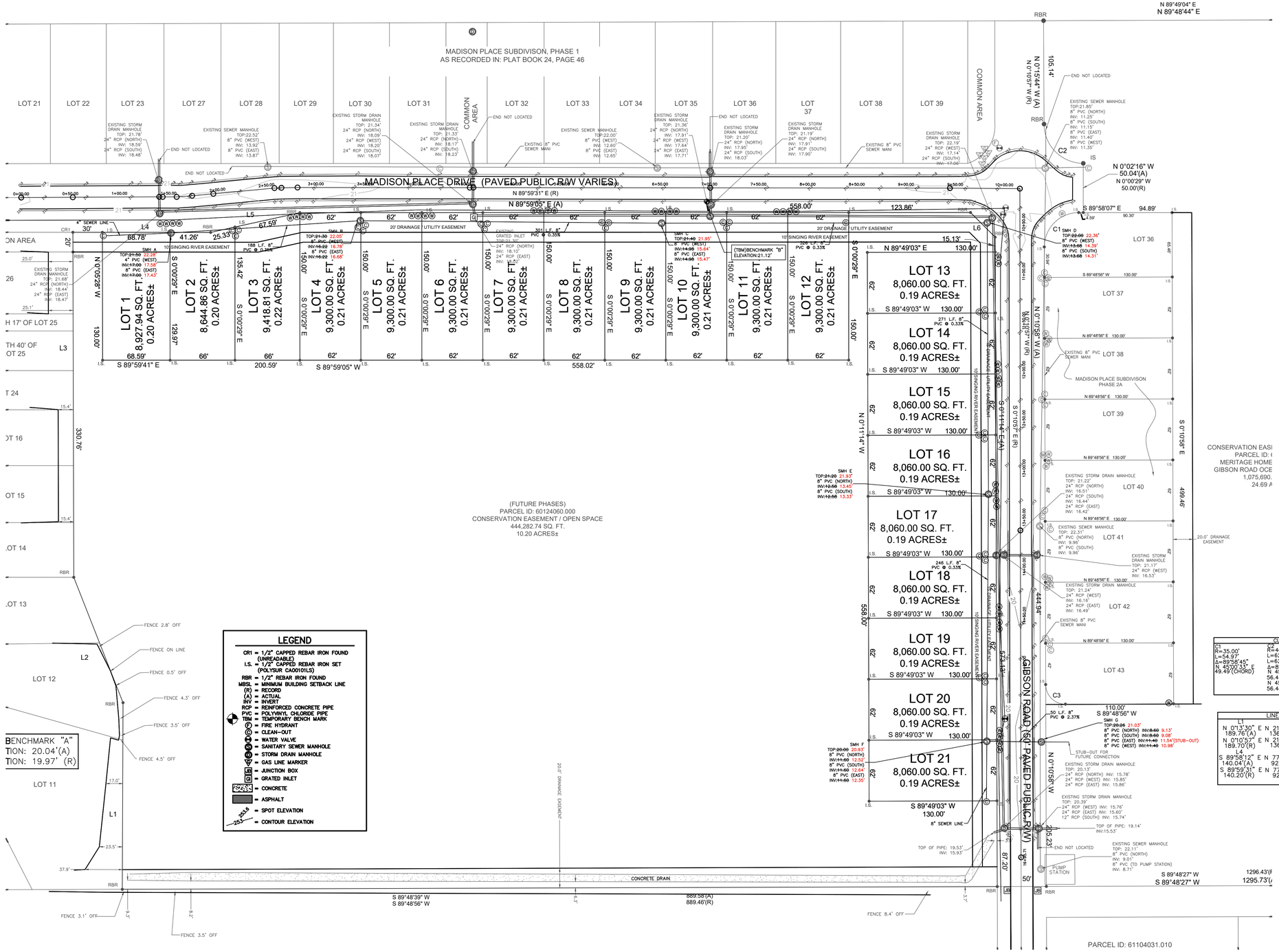
19. CLASS 'B' SURVEY

POLY SURVEYING
SERVING ALABAMA, GEORGIA, FLORIDA & MISSISSIPPI
CORPORATE OFFICE
5588 JACKSON RD
MOBILE, AL 36619
P: (251) 666-2010
WWW.POLYSURVEYING.COM

MADISON PLACE SUBDIVISION PHASE 2B
MADISON PLACE DRIVE AND GIBSON ROAD
FINAL PLAT

DRAWN BY: A.D.L.	SURVEY DATE: 03/24/2026	SCALE: N/A	18"x24" PRINT
CHECKED BY: TDF	FIELD DATE: 03/24/2026	FILE NAME: 2506–5000	S–(42)

SHEET NO. 2 OF 2



SITE PLAN

SCALE: 1" = 150'-0"

GRAPHIC SCALE

50 0 15 50 100 200

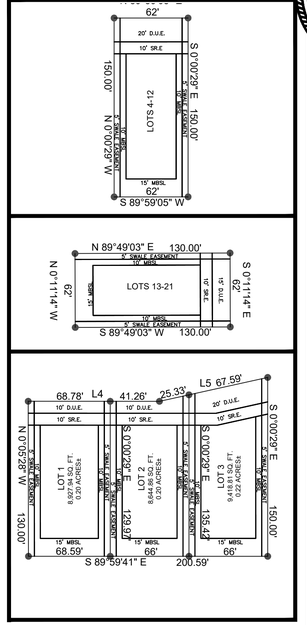
(IN FEET)
1 inch = 50 ft.

BENCHMARK TABLE
TBM (BENCHMARK) A = 20.04'
TBM (BENCHMARK) B = 21.12'

BOUNDARY AND TOPOGRAPHIC INFORMATION BASED ON SURVEY BY POLY SURVEYING.

SUBJECT PROPERTY LIES WITHIN "X" FLOOD ZONE SHOWN HEREON PER FEMA PANEL 28059C0311G DATED MARCH 16, 2009

LOT DETAILS



CURVE DATA		
C1	C2	C3
R=35.00'	R=40.00'	R=20.00'
L=54.97'	L=62.64'(A)	L=31.42'
Δ=89°58'45"	L=62.71'(R)	Δ=89°59'54"
N 45°03'51" E	Δ=89°43'41"	N 45°01'01" W
49.49'(CHORD)	N 45°00'31" W (A)	28.28'(CHORD)
	56.43'(CHORD)(A)	
	N 45°05'43" W (R)	
	56.48'(CHORD)(R)	

LINE TABLE		
L1	L2	L3
N 0°13'30" E	N 21°26'31" W	N 0°08'50" W
189.76'(A)	136.96'(A)	350.76'(A)
N 0°10'57" E	N 21°06'55" W	N 0°04'48" W
189.70'(R)	136.51'(R)	350.89'(R)
L4	L5	L6
S 89°58'12" E	N 77°32'47" E	S 44°59'48" E
140.04'(A)	92.92'(A)	35.39'(A)
S 89°59'31" E	N 77°32'25" E	S 45°05'43" E
140.20'(R)	92.76'(R)	35.30'(R)

CONFORMS TO CONSTRUCTION RECORDS
DATE: 5/5/26 BY:

NOTE:
NO ON SITE SUPERVISION OR INSPECTIONS ARE PROVIDED WITH THE USE OF THESE PLANS BY THE DESIGNER. BUILDER/CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS, CONDITIONS, AND SIZES OF COMPONENTS ALONG WITH SITE CONDITIONS BEFORE STARTING CONSTRUCTION. BUILDER/CONTRACTOR SHALL SEE THAT CONSTRUCTION IS IN CONFORMANCE WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE (I.B.C.) AND WITH THE COUNTY/CITY BUILDING INSPECTOR. THE USE OF THESE PLANS FOR CONSTRUCTION SHALL BE EVIDENCE THAT THE REQUIREMENTS STATED ARE ACCEPTED BY THE BUILDER/CONTRACTOR.

BEFORE UNDERTAKING EACH PART OF THE WORK, THE CONTRACTOR SHALL CAREFULLY STUDY AND COMPARE THE PLANS & SPECIFICATIONS AND CHECK AND VERIFY PERTINENT FIGURES SHOWN THEREON AND ALL APPLICABLE FIELD MEASUREMENTS. IF ANY CONFLICTS, ERRORS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED EITHER ON THE CONSTRUCTION DOCUMENTS OR IN THE FIELD, THE CONTRACTOR SHALL PROMPTLY REPORT IN WRITING TO THE ENGINEER OR HIS REPRESENTATIVE BEFORE PROCEEDING WITH ANY WORK AFFECTED THEREBY.

Terry Moran & Associates, PLLC
Terrill J. Moran, P.E., P.L.S.
1806 23rd Ave., Suite B
Gulfport, MS 39501
PH 228.896.4733
FAX 228.896.6768

J. MORAN JR. REGISTERED PROFESSIONAL ENGINEER 19005 STATE OF MISSISSIPPI
In Association With

HEINRICH & ASSOCIATES
RESIDENTIAL & COMMERCIAL DESIGN
1806 23rd Ave., Suite B - Gulfport, MS 39501
Ph (228) 896-6768

Sheet SITE PLAN
Project MADISON PLACE SUBDIVISION PHASE 2B LOTS 1-21 OCEAN SPRINGS, MS

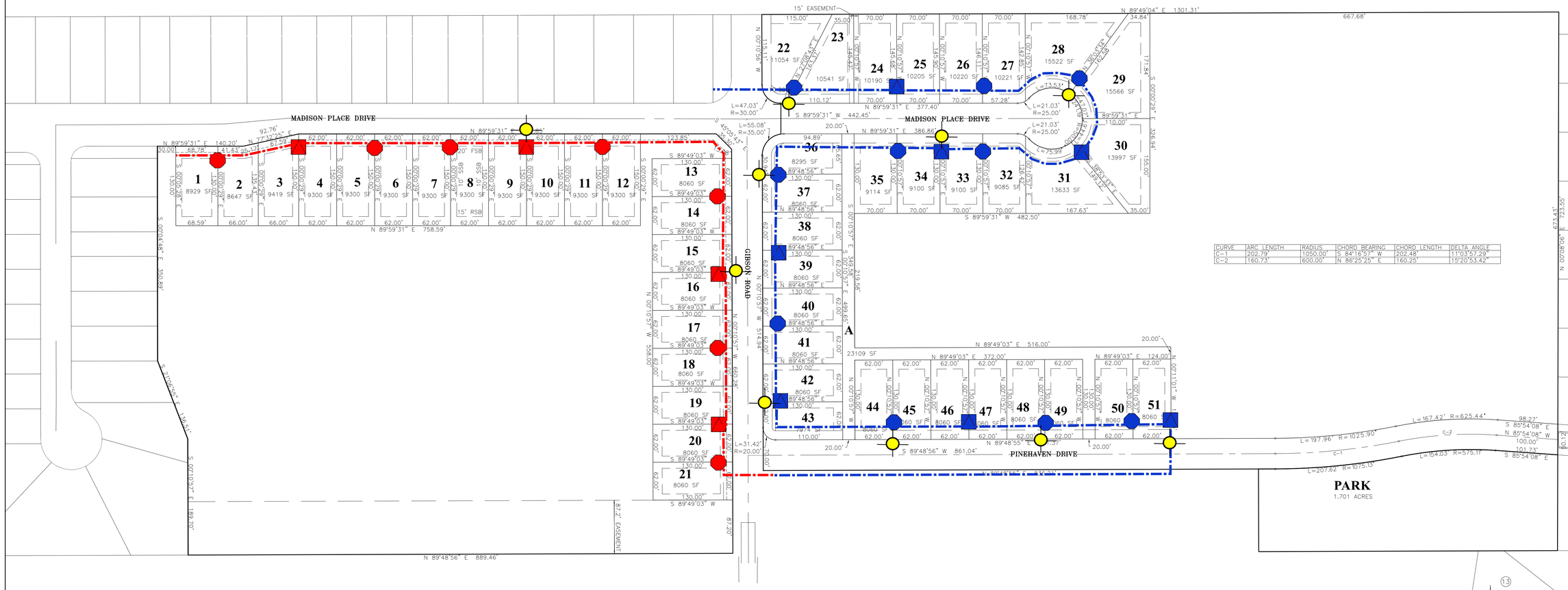
Date 5-5-26
Drawn By S.G.C.
Check By R.B.H.
REV

Sheet C2
Project No 25-140

Madison Place Subdivision, Phase 2
Street Light Layout

Legend

Lights
Transformers
Pedestals
Primary
Secondary
half on A half on B



CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C-1	202.79'	1050.00'	S 84°16'57" W	202.48'	11°03'57.29"
C-2	160.73'	600.00'	N 86°25'25" E	160.25'	15°20'53.42"

GENERAL NOTES

1.) ALL EASEMENTS SHALL BE FOR UTILITY, DRAINAGE, TELEPHONE, GAS, AND ACCESS PURPOSES UNLESS OTHERWISE NOTED.

2.) A 15' EASEMENT SHALL LOCATED ALONG BOTH SIDES OF ALL RIGHT-OF-WAYS.

3.) A 5' WIDE SWALE DRAINAGE EASEMENT WILL BE RESERVED ALONG ALL SIDE LOT LINES.

4.) PARCEL "A" IS AN EASEMENT IN ITS ENTIRETY.

SITE ZONING:

R-D (MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL)
MINIMUM LOT AREA = 7,500 SQUARE FEET
MINIMUM LOT WIDTH = 62 FEET
MAX BUILDING HEIGHT = 35 FEET

BUILIDING SETBACKS:

FRONT YARD - 20 FEET
REAR YARD - 15 FEET
SIDE YARD - 10 FEET
SIDE YARD ABUTTING STREET - 10 FEET
SEE LOT 8 FOR EXAMPLE

NORTH

80 0 80 160 240
Scale: 1" = 80'

REVISED 02/13/25
DRAWN BY db3
CHECKED drb
DATE 02/15/24

SHEET TITLE
LOT LAYOUT

PROJECT NAME
MADISON PLACE SUBDIVISION PHASE 2

ENGINEERING SERVICES, LLC
14397 Creosote Road
Gulfport, Mississippi 39503
(228) 297-1647

SHEET 3 OF 17

PROJECT NO. madisonpl2.dwg

CITY OF OCEAN SPRINGS APPROVAL AND MUDD SPECIFICATIONS.

10.) ALL FLARED END SECTIONS SHALL

25 MPH SPEED LIMIT SIGN REQ'D.

STOP SIGN W/ STREET NAMES REQ'D.

NO OUTLET SIGN REQ'D.

STOP SIGN W/ STREET NAMES REQ'D

EXIST. STREET SIGN ADD STOP SIGN REQ'D.

EXIST 25 MPH

EXIST 25 MPH SIGN.

STOP SIGN W/STREET SIGNS REQ'D.

25 MPH SPEED LIMIT SIGNS REQ'D.

MADISON PLACE DRIVE

PINEHAVEN DRIVE

CISSON ROAD

25' DRAINAGE EASEMENT

10' DRAINAGE EASEMENT

20' DRAINAGE EASEMENT

EXISTING DRAINAGE MANHOLE TOP ELEV.=21.48' INVERT ELEV=18.82'

EXISTING DRAINAGE MANHOLE TOP ELEV.=21.69' INVERT ELEV=18.40'

EXISTING DRAINAGE MANHOLE TOP ELEV.=21.57' INVERT ELEV.=18.40'

EXISTING DRAINAGE MANHOLE TOP ELEV.=21.36' INVERT ELEV=18.48'

EXISTING DRAINAGE MANHOLE TOP ELEV.=21.93' INVERT ELEV.=18.17'

EXISTING DRAINAGE MANHOLE TOP ELEV.=21.31' INVERT ELEV=18.34'

EXISTING DRAINAGE=2MANHOLE TOP ELEV.=21.12' INVERT ELEV=17.90'

EXISTING DRAINAGE MANHOLE TOP ELEV.=21.17' INVERT ELEV=17.93'

EXISTING DRAINAGE MANHOLE TOP ELEV.=21.10' INVERT ELEV=17.83'

EXISTING DRAINAGE MANHOLE TOP ELEV.=21.18' INVERT ELEV=17.98'

EXISTING CATCH BASIN TOP ELEV.=21.17' INVERT ELEV=17.86'

EXISTING 44"X27" RCAP

EXISTING 44"X27" RCAP W/ T.S.

EXISTING 44"X27" RCAP W/ T.S.

EXISTING 44"X27" RCAP

EXISTING 44"X27" RCAP

EXISTING 44"X27" RCAP

CONCRETE CURB (TYPICAL)

TIE SIDEWALK TO EXISTING

EXISTING DRAINAGE MANHOLE TOP ELEV.=22.08' INVERT ELEV=16.84'

CI6 Rim=20.00 Inv=16.25

ST5-26 LF of 23"x37" RCAP @ 0.15%

CI5 Rim=19.74 Inv=16.00

STOP AND STREET NAME SIGN

25 MPH SPEED LIMIT SIGN

CI3 Rim=20.00 Inv=15.48

CI9 Rim=20.00 Inv=16.52

ST3-37 LF of 23"x37" RCAP @ 0.15%

ST4-151 LF of 23"x37" RCAP @ 0.15%

CI2 Rim=19.47 Inv=15.29

CI8 Rim=19.33 Inv=16.00

ST2-24 LF of 23"x37" RCAP @ 0.16%

CI1 Rim=19.47 Inv=15.25

ST1-36 LF of 23"x37" RCAP @ 0.11%

F.E.S.1 Inv=15.22

F.E.S.2 Inv=15.29

ST8-24 LF of 18" RCP @ 3.35%

ST7-36 LF of 18" RCP @ 0.10%

CI7 Rim=19.33 Inv=15.33

EXISTING CURB INLET TOP ELEV.=20.17' INV.=15.65'

EXISTING 58"x36" RCAP WITH F.E.S. INV.=15.53'

EXISTING DRAIN MANHOLE TOP ELEV.=19.26' INV.=16.53'

EXISTING OUTFALL STRUCTURE TOP ELEV.=19.28' INV.=15.32' RE-CONSTRUCT DAMAGED WIER PER ORIGINAL DETENTION POND PLANS

EMERGENCY OVERFLOW

EXISTING 65"x40" WITH F.E INV.=15.

CONSTRU DITCH WI BOTTOM (

CONSERVATION EASEMENT / OPEN SPACE

SUBJECT TO RESTRICTIVE COVENANTS RECORDED IN DEED BOOK 1511 AT PAGES 482-487.

DRAINAGE EASEMENT DETENTION AREA

EXISTING CATCH BASIN TOP ELEV.=20.12' INVERT ELEV.=16.75'

EXISTING 36"x23" RCAP

36"X23" RCAP

EXISTING 36"x23" RCAP W/ F.E.S. EAST INV.=16.56'

EXISTING 23" RCAP W/ F.E.S. INV.=17.09' EXISTING

EXISTING DRAINAGE MANHOLE TOP ELEV.=19.90' INVERT ELEV.=17.08'

EXISTING 44"X27" RCAP

EXISTING 44"X27" RCAP

EXISTING 44"X27" RCAP

EXISTING CATCH BASIN TOP ELEV.=21.17' INVERT ELEV=17.86'

EXISTING CURB INLET TOP ELEV.=20.11' INV.=15.64'

EXISTING CATCH BASIN TOP ELEV.=19.77' INV.=15.88'

58"x36" RCAP WITH F.E.S. INV.=15.77'

EXIST. 29"x36" RCAP

EXISTING DRAIN MANHOLE TOP ELEV.=19.20' INV.=16.58'

EXISTING 44"X27" RCAP

EXISTING 44"X27" RCAP

EXISTING 44"X27" RCAP

EXISTING 44"X27" RCAP

EXISTING 44"X27" RCAP

SPOT ELEVATION (TYPICAL)

7.5'± WIDE CONCRETE DITCH

TOP OF BANK

TOE OF BANK

EXISTING GROUND

DENOTES EROSION CONTROL

VAR

25-140

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, MOBILE DISTRICT
100 CANAL STREET
MOBILE, AL 36602-1901

APRIL 13, 2026

South Mississippi Branch
Regulatory Division

SUBJECT: Department of the Army, Permit Modification 4, File Number SAM-2004-03387-RCV, Elliott Land Development, LLC, Madison Place Subdivision, Jackson County, Mississippi

Elliott Land Development, LLC
Attention: Mr. Brandon Elliott
1402 Pass Road
Gulfport, Mississippi 39501
Email Address: brandon@myelliotthome.com

Dear Mr. Elliott:

This letter is in response to your request for a 4th modification of Department of the Army (DA) permit SAM-2004-03387-RCV, issued on October 17, 2024, for construction of a single-family home development, which should be referred to in all future correspondence with this office concerning this project. The project is located 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).

In accordance with your request, the subject DA permit is transferred to Meritage Homes of Mississippi, INC, 1635 Popps Ferry Road, Suite A, Biloxi, MS, 39532.

If the activity authorized herein is not completed on or before **October 08, 2029**, this permit, if not previously revoked or specifically extended, shall expire. Work will be completed as described in the attached permit dated October 17, 2024, and in accordance with the attached drawings. All other previous conditions to which the work is made subject shall remain in full force and effect.

Electronic copies of this permit are being provided to your agent, Heinrich & Associates, Attention: Ms. Audra Mueller at audra.s@heinrichassociates.net; the permit transferee, Meritage Homes of Mississippi at Jordan.Bursch@meritagehomes.com; the Mississippi Department of Environmental Quality, Attention: Ms. Carrie Barefoot (WQC2023033), at CBAREFOOT@mdeq.ms.gov; and the Mississippi Department of Marine Resources, Attention: Ms. Willa Brantley (DMR22-000663), at Willa.Brantley@dmr.ms.gov.

Please contact Ms. Kaaren M. Neumann at (228) 386-8293 or e-mail at Kaaren.M.Neumann@usace.army.mil, should you have any questions. For additional

information about our Regulatory Program, please visit our web site at www.sam.usace.army.mil/Missions/Regulatory.aspx. Also, please take a moment to complete our customer satisfaction survey located near the bottom of the webpage. Your responses are appreciated and will help us improve our services.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

BY: Date: 2026.04.13 13:45:56 -05'00'

Kelcey R. Shaw, PE, PMP
Colonel, U.S. Army
District Commander

Kaaren M. Neumann, Biologist
South Mississippi Branch
Regulatory Division

Attachments

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 13.05 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:

( ) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
(X) 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.

10/11/24

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

(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: _____ 10/17/2024

DYLAN C. HENDRIX, CHIEF
SOUTH MISSISSIPPI BRANCH
REGULATORY DIVISION

(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.

DocuSigned by:
Jonathan White
55E44GAF46FD466...

3/12/2026

(TRANSFEREE) MR. JONATHAN WHITE
FOR: MERITAGE HOMES OF MISSSISSIPPI, INC
1635 POPPS FERRY ROAD, SUITE A
BILOXI, MS, 39532

(DATE)

Docusign Envelope ID: BCAC3D36-0C8D-413A-B93F-26FECE71CE4C

SECRETARY'S CERTIFICATE

MERITAGE HOMES OF MISSISSIPPI, INC.

I, Malissia Clinton, do hereby certify that I am the duly appointed Executive Vice President – General Counsel and Secretary of Meritage Homes of Mississippi, Inc., an Arizona corporation (the "Company").

I also do hereby certify that the individuals named below are duly elected or appointed officers of the Gulf Coast Division of Company, holding the office(s) set forth opposite their names:

NAME	OFFICE
Omar Rodriguez	Region President
Jonathan White	Area President
Tucker Dorsey	Division President
Richard Roberson	Vice President – Finance – South Region
Marc Austin	Vice President – Operations – South Region
Ryan Hamilton	Vice President – Regional Counsel
Holly Johnson	Division Director of Finance

I also do hereby certify that each of the foregoing individuals has been authorized, by and on behalf of the Company, to execute documents, contracts, and agreements relating to the sale of completed homes (attached and detached) in the Gulf Coast Division of the Company, including deeds, closing statements, escrow instructions, HUD statements and forms, and related closing documents and instructions.

Dated: 6/17/2025

By: DocuSigned by: Malissia Clinton 535357DEA32A45F...

Name: Malissia Clinton

Title: Executive Vice President – General Counsel and Secretary

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 wit 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

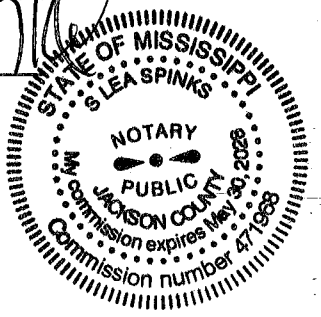
_____
Print Name: _____

Its: Managing Member
Member

STATE OF MISSISSIPPI
COUNTY OF Harrison

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°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°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°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°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°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°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°25'25"E 153.57 FEET TO A SET 1/2" IRON ROD; THENCE S85°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°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°02'34.9717" - SCALE FACTOR: 0.999950823) ALL SET 1/2" IRON RODS ARE CAPPED AND STAMPED WITH "MARTINO PLS 02838".

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

State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

CHRIS WELLS, EXECUTIVE DIRECTOR

18 May 2026

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

Dear Mr. Ellis:

Re: Madison Place Subdivision, Phase 2B
Lots 1 – 21
Jackson County
Project. No. 20279-PLA2008001

We have received the as-built drawings and your consulting engineer's certification that the referenced project has been completed in accordance with the plans and specifications as submitted to our office. The following items are to be added at the request of the City of Ocean Springs:

1. A minimum 2-year extended warranty period for the sewer main to begin at the time of 100% occupancy of lots 1-12. During this extended warranty period:
    a. Developer-funded CCTV inspections of the sewer main at six-month intervals, performed without prior jetting or cleaning, to confirm that no buildup is occurring.
    b. A City representative shall be present during the inspection to verify the line has not been cleaned prior to the CCTV review.
2. If the periodic CCTV inspections indicate recurring buildup or operational concerns, corrective action may be required, including potential replacement of the affected sewer main segment(s).

Should you have any questions, please contact me at (601) 961-5243.

Sincerely,

James Gammill, P.E.
Manager, East Region Facilities Branch
Municipal and Commercial Wastewater Division

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

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

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 detectible 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 ($1/6^{th}$) 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 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, MIS-REPRESENTATION 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

Bond No. SU1217501

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS, That we, Meritage Homes of Mississippi, Inc., as Principal, and Arch Insurance Company, a corporation organized under the laws of the State of MO and duly authorized to do business in the State of Mississippi, as Surety, are held and firmly bound unto City of Ocean Springs, as obligee, in the penal sum of Fourteen Thousand Seven Hundred and 00/100 Dollars ($14,700.00) to which payment well and truly to be made we bind ourselves, our and each of our heirs executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into a Contract with the City of Ocean Springs for improvements in Madison Place – Phase 2B – Lots 1-21.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall guarantee that the work will be free of any defective materials or workmanship which became apparent or exist during the period of three (3) years following completion of the Contract, then this obligation shall be void, otherwise to remain in full force and effect provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Obligee only, and the Surety assumes no liability for such a guarantee.

Signed and sealed this 12th day of May, 2026.

Meritage Homes of Mississippi, Inc.
1635 Popps Ferry Road, Suite A
Biloxi, MS 39532

By: Brett Manney
Its: VP, National Land

Arch Insurance Company
Harborside 3, 210 Hudson Street, Suite 600
Jersey City, NJ 07311 - 1107

By: Richard H. Mitchell
Its: Attorney-in-Fact

CORPORATE SEAL

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:
That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Alisa B. Ferris, Anna Childress, Jeffrey M. Wilson, Mark W. Edwards II, Richard H. Mitchell, Robert R. Freel and William M. Smith of Birmingham, AL (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars ($150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:
"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **30th day of June, 2025**.

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company
CORPORATE SEAL 1971
Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal
Michele Tripodi, Notary Public
Philadelphia County
My commission expires July 31, 2029
Commission number 1168622

Michele Tripodi, Notary Public
My commission expires 07/31/2029

CERTIFICATION
I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated June 30, 2025** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this **12 day of May, 20 26**.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance Company Claims Department
Surety Claims
P.O. Box 542033
Omaha, NE 68154
suretyclaims@archinsurance.com

Arch Insurance Company
CORPORATE SEAL 1971
Missouri

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

Bond No. SU1217500

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS, That we, Meritage Homes of Mississippi, Inc., as Principal, and Arch Insurance Company, a corporation organized under the laws of the State of MO and duly authorized to do business in the State of Mississippi, as Surety, are held and firmly bound unto City of Ocean Springs, as obligee, in the penal sum of One Hundred Thirty Six Thousand and 00/100 Dollars ($136,00.00) to which payment well and truly to be made we bind ourselves, our and each of our heirs executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into a Contract with the City of Ocean Springs for Sidewalk and Asphalt improvements in Madison Place – Phase 2B.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall guarantee that the work will be free of any defective materials or workmanship which became apparent or exist during the period of five (5) years following completion of the Contract, then this obligation shall be void, otherwise to remain in full force and effect provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Obligee only, and the Surety assumes no liability for such a guarantee.

Signed and sealed this 12th day of May, 2026.

Meritage Homes of Mississippi, Inc.
1635 Popps Ferry Road, Suite A
Biloxi, MS 39532

By: Brett Mannery
Its: VP, National Land

Arch Insurance Company
Harborside 3, 210 Hudson Street, Suite 600
Jersey City, NJ 07311 - 1107

By: Richard H. Mitchell
Its: Attorney-in-Fact

CORPORATE SEAL

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:
That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Alisa B. Ferris, Anna Childress, Jeffrey M. Wilson, Mark W. Edwards II, Richard H. Mitchell, Robert R. Freel and William M. Smith of Birmingham, AL (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars ($150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:
"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **30th day of June, 2025**.

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company — CORPORATE SEAL 1971 — Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal
Michele Tripodi, Notary Public
Philadelphia County
My commission expires July 31, 2029
Commission number 1168622

Michele Tripodi, Notary Public
My commission expires 07/31/2029

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated June 30, 2025** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 12 **day of** May, **20** 26.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance Company Claims Department
Surety Claims
P.O. Box 542033
Omaha, NE 68154
suretyclaims@archinsurance.com

Arch Insurance Company — CORPORATE SEAL 1971 — Missouri

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

Bond No. SU1217872

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS, That we, Meritage Homes of Mississippi, Inc., as Principal, and Arch Insurance Company, a corporation organized under the laws of the State of MO and duly authorized to do business in the State of Mississippi, as Surety, are held and firmly bound unto City of Ocean Springs, as obligee ("**Obligee**"), in the penal sum of Two Hundred Forty One Thousand Two Hundred Fifty and 00/100 Dollars ($241,250.00) to which payment well and truly to be made we bind ourselves, our and each of our heirs executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal has constructed certain Sewer improvements (the "**Sewer Improvements**") in Madison Place Phase 2B – Lots 1-12 (the "**Community**"), pursuant to plans approved for the Community by Obligee.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall guarantee that the Sewer Improvements will be free of any defective materials or workmanship which becomes apparent or exists during the period of two (2) years following the date on which Principal has completed construction of homes on all of the residential lots within the Community, then this obligation shall be void, otherwise to remain in full force and effect provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Obligee only, and the Surety assumes no liability for such a guarantee.

Signed and sealed this 12th day of May, 2026.

Meritage Homes of Mississippi, Inc.
1635 Popps Ferry Road, Suite A
Biloxi, MS 39532

By: Brett Manory
Its: V.P. National Land

Arch Insurance Company
Harborside 3, 210 Hudson Street, Suite 600
Jersey City, NJ 07311 - 1107

By: Richard H. Mitchell
Its: Attorney-in-Fact

CORPORATE SEAL

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:
That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Alisa B. Ferris, Anna Childress, Jeffrey M. Wilson, Mark W. Edwards II, Richard H. Mitchell, Robert R. Freel and William M. Smith of Birmingham, AL (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars ($150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:
"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **30th day of June, 2025**.

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company — CORPORATE SEAL 1971 — Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal
Michele Tripodi, Notary Public
Philadelphia County
My commission expires July 31, 2029
Commission number 1168622

Michele Tripodi, Notary Public
My commission expires 07/31/2029

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated June 30, 2025** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 12 **day of** May, 20 26.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance Company Claims Department
Surety Claims
P.O. Box 542033
Omaha, NE 68154
suretyclaims@archinsurance.com

Arch Insurance Company — CORPORATE SEAL 1971 — Missouri

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

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: _____
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.

_____ NOTARY PUBLIC

My Commission Expires:

_____

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 110557
ASHLEY ZIMMERMAN
Commission Expires
Nov. 7, 2026
HARRISON COUNTY

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 35 MINUTES 01 SECONDS WEST 82.90 FEET TO A SET IRON ROD; THENCE RUN NORTH 00 DEGREES 07 MINUTES 06 SECONDS WEST 860.28 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 205.33 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.

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.

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

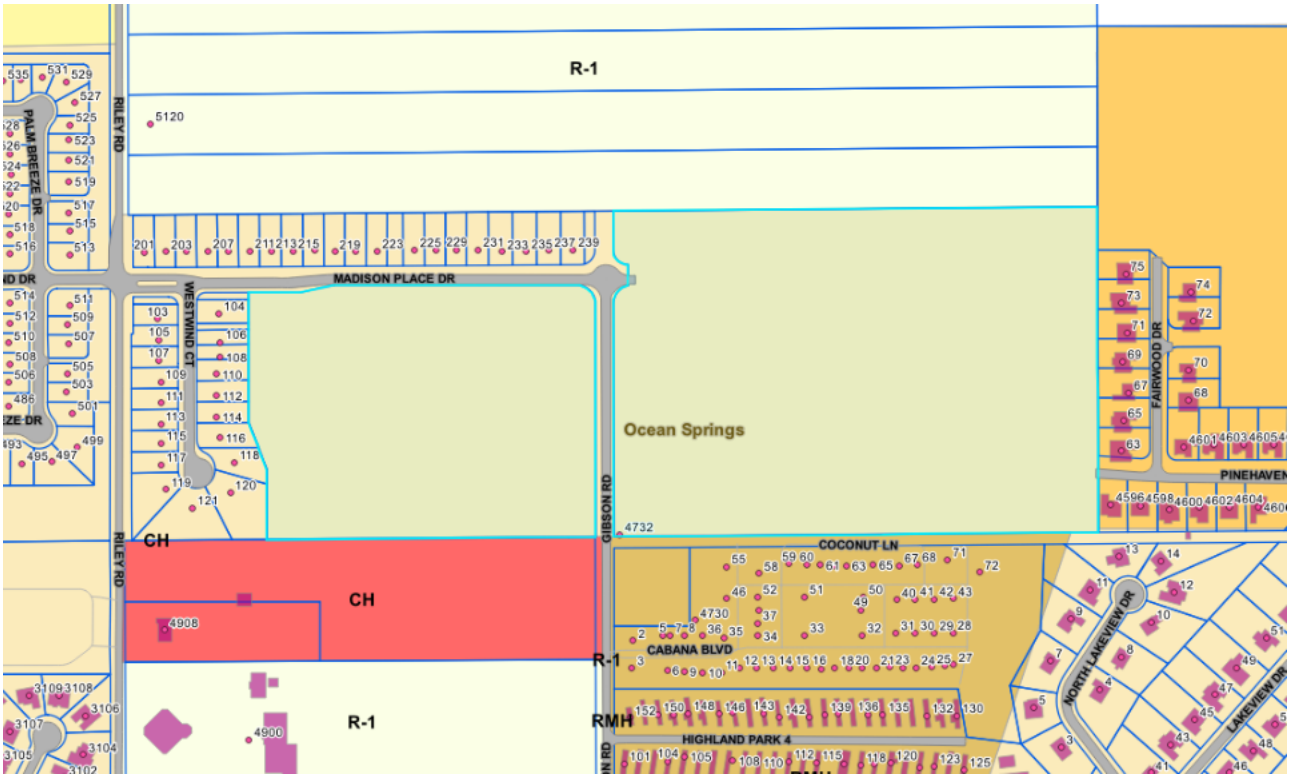
Tuesday, June 9, 2026 @ 6:00 PM

Regarding the following:

Madison Place Drive & Gibson Road – PIDN: 60124060.000 – Madison Place Phase 2B – Meritage Homes of Mississippi, Inc. – Requesting Final Plat approval for 21 lots of the 51-lot single-family residential 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 or rwilliams@oceansprings-ms.gov

All parties of interest shall have an opportunity to be heard at the public meeting.


R-1
5120
MADISON PLACE DR
RILEY RD
WESTWIND CT
GIBSON RD
FAIRWOOD DR
PALM BREEZE DR
Ocean Springs
CH
CH
4908
R-1
4900
R-1
RMH
4732
COCONUT LN
CABANA BLVD
HIGHLAND PARK 4
NORTH LAKEVIEW DR
LAKEVIEW DR
PINEHAVEN

Madison Place Drive & Gibson Road – PIDN: 60124060.000 – Madison Place Phase 2B – Meritage Homes of Mississippi, Inc. – Requesting Final Plat approval for 21 lots of the 51-lot subdivision

Comment Submitted by: Steve Parker; 106 Westwind Court, Ocean Springs, MS. Cell: 228-224-9057

In response to Madison Place Drive & Gibson Road – PIDN: 60124060.000 – Madison Place Phase 2B – Meritage Homes of Mississippi, Inc. – Requesting Final Plat approval for 21 lots of the 51-lot subdivision, I am submitting 2 comments/request and attached supporting information (Letter to the USACE dated May 14, 2026). I appreciate your consideration of my comments.

Comment/Request #1: That the City of Ocean Springs condition the **Madison Place Drive & Gibson Road – PIDN: 60124060.000 – Madison Place Phase 2B – Meritage Homes of Mississippi, Inc. – Requesting Final Plat approval for 21 lots of the 51-lot subdivision** to require the development entity to 1-adhere to conditions specified in City of Ocean Springs Final Plat Approval of Madison Place Lots 1-8 and 2-adhere to the US Army Corps of Engineers Permit (SAM-2004-003387-RCV-Proposed Modification to a Previously Permitted Residential Subdivision in Wetlands Adjacent to Davis Bayou, Ocean Springs, Jackson County); See Supporting Attachments. Specifically, I am requesting that Final Plat approval for lots 9-51 be conditioned described below.

Requested Conditions for Madison Place Drive & Gibson Road – PIDN: 60124060.000 – Madison Place Phase 2B – Meritage Homes of Mississippi, Inc. – Requesting Final Plat approval for 21 lots of the 51-lot subdivision

Prior to the initiating the construction of lots 9-51, Meritage Homes (the Applicant) will complete the following:

- The Applicant will coordinate with Madison Place HOA members/adjacent landowners and the U.S. Army Corps of Engineers and resolve current non-compliance issues with Madison Place II restrictive covenants/conservation easement[1] related to filling/alteration of topography and resulting tree clearing in the conservation easement that was represented as preservation. (See Attached Letter Dated May 14, 2026 to the USACE).
- The Applicant will coordinate with adjacent landowners/HOA Members and the US Army Corps of Engineers and determine ultimate permittee/complete the transfer of U.S. Army Corps of Engineers Permit (SAM-2004-003387-RCV-Proposed Modification to a Previously Permitted Residential Subdivision in Wetlands Adjacent to Davis Bayou, Ocean Springs, Jackson County)[2].
- The Applicant will coordinate with Madison Place HOA members/adjacent landowners and the U.S. Army Corps of Engineers to jointly develop the mitigation

[1] Madison Place II Restrictive Covenants were provided by Meritage Homes as support documentation for the May 12 , 2026 Final Plat Approval of Madison Place Lots 1-8.

[2] Based on discussions with the USACE, the previous development entity (Elliott Homes) and with Meritage Homes, Madison Place HOA and its dues paying members could designated as the ultimate permittee.

RECEIVED
JUN 01 2026
BY: .....

plan for the conservation easement including long term management of the conservation easement and funding of same.[3]

- The Applicant will coordinate with Madison Place HOA members/adjacent landowners and the U.S. Army Corps of Engineers to jointly determine who will be the ultimate covenantor of the Madison Place II Conservation Easement.[4]
- The Applicant will coordinate with Madison Place HOA members/adjacent landowners to provide the City of Ocean Springs, Mississippi with documentation of resolution of all of the items above, prior to the commencement of construction of Madison Place II lots 9 to 51.

Comment/Request #2: I am requesting a meeting with City Planning staff to review the supporting documentation related to the Madison Place Drive & Gibson Road – PIDN: 60124060.000 – Madison Place Phase 2B – Meritage Homes of Mississippi, Inc. – Requesting Final Plat approval for 21 lots of the 51-lot subdivision.

[3] Based on discussions with the USACE, the previous development entity (Elliott Homes) and with Meritage Homes, Madison Place HOA and its dues paying members could be financially responsible for a the implementation of long-term management in the conservation easement.

[4] The current Covenantor is (Elliott Land Developments, LLC). Based on discussions with the USACE, the previous development entity (Elliott Homes) and with Meritage Homes, Madison Place HOA and its dues paying members could designated as the ultimate Covenantor. Third party entities have also been discussed.

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Madison Place Drive & Gibson Road – PIDN: 60124060.000 – Madison Place Phase 2B – Meritage Homes of Mississippi, Inc. – Requesting Final Plat approval for 21 lots of the 51-lot subdivision

SUPPORT DOCUMENTATION
May 14, 2026 Letter to USACE Re: Non-Compliance/Request for Field Site Visit- SAM-2004-003387-RCV-Proposed Modification to a Previously Permitted Residential Subdivision in Wetlands Adjacent to Davis Bayou, Ocean Springs, Jackson County, Mississippi

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May 14, 2026

Attention: Kaaren Neumann
District Engineer
US Army Engineer District, Mobile
P.O. Box 2288
Mobile, AL 36628-0001

Re: **Non-Compliance/Request for Field Site Visit-** SAM-2004-003387-RCV-Proposed Modification to a Previously Permitted Residential Subdivision in Wetlands Adjacent to Davis Bayou, Ocean Springs, Jackson County, Mississippi[1]

Regarding the 2004-003387-RCV-Proposed Modification to a Previously Permitted Residential Subdivision in Wetlands Adjacent to Davis Bayou, Ocean Springs, Jackson County, Mississippi I have a number of concerns with the current construction activities.

- **Concern #1**: Project as constructed is not consistent with what was reflected in Public Notice SAM-2004-03387-RCV issued on May 18, 2023
- **Concern #2**: Project as constructed is non-compliant with the current restrictive covenants: Areas east of Lot 1, west of lot 12/north of lot 13, south of lot 21 and in the rear of lots 1-12; lots 13-21 and lots 39 through 28-51 and the area south of lot 21 are currently not adherent to restrictive covenants.
    - Specifically, Restrictive Covenants Section1-**Prohibition & Restriction condition a**, filling/alteration of topography (**See Attached Table 1; Photo 1 through 9**) is prohibited except as provided for in the Mitigation Plan of the Permit. Section1 , condition e. Structures: There are structures in the conservation easement (**See Attached Photos 3 & 4**).
- **Concern #3**: To mitigate fire hazard concerns, the current covenantor committed to conservation actions that would require modification of the restrictive covenants, and vegetation management on the periphery of the conservation easement. It is unclear **1**-whether the commitments will be adhered to by the current development entity and; **2**- whether the conservation easement management and associated long-term expenses will become the responsibility of the Home Owners Association or some other future covenantor (e.g. Land Trust for the Mississippi Coastal Plain or other entity).

In any case, non-compliance with Public Notice SAM-2004-03387-RCV issued May 18, 2023 (Concern #1), as well as the USACE permit authorization, the lack of adherence to current restrictive covenants (Concern #2), and the ambiguity related to the future Covenantor (Concern #3) needs to be resolved in order to maintain compliance with the USACE permit.

Request: I am requesting a field site visit to review Concerns 1 &2 and to discuss concern #3. Consistent will all previous comments, I am not opposed to the construction of houses proposed for this project.

I can be reached at 228-224-9057 or by email at sparker@symbiotic-enterprises.com.

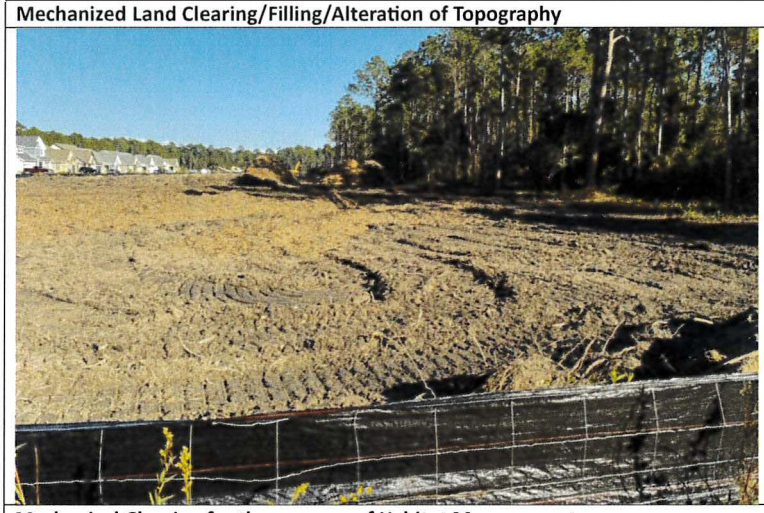
Steve Parker, Resident of Madison Place I
106 Westwind Court
Ocean Springs, MS 39564

[1] This is a follow up to a comment letter that was submitted June 15, 2023 in response to SAM-2004-003387-RCV-Proposed Modification to a Previously Permitted Residential Subdivision in Wetlands Adjacent to Davis Bayou, Ocean Springs, Jackson County, Mississippi .

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Attachments

Table 1: Mechanized land clearing/filling/alteration of topography on the Madison Place II Conservation Easement (October 24 – November 7, 2025)
https://share.icloud.com/photos/066TIhUKojGP9Ilo1jDOqM1mA)
versus mechanical clearing for the purposes of habitat management

Mechanized Land Clearing/Filling/Alteration of Topography	
	Photo is looking east from the Madison Place 1 Drainage easement. Depicts the resulf of mechanized land clearing/filling/alteration of topography in the project site and the conservation easement (foreground). Bulldozers were used to fell trees and redeposit soils associated with roots to alter site topography. Logs were salvaged, stumps/associated soil and branches were processed in a tub grinder and the spread across the site including the conservation easement (see icloud link in table title).
Mechanical Clearing for the purpose of Habitat Management	
	Looking south from Highway 90 and a pine savanna restoration completed by the Land Trust for the Mississippi Coastal Plain. Mechanical clearing with forestry mulchers (Masticators) can be used to preserve site topography and vegetation. Typically invasive underbrush is mulched, allowing for desired vegetation to regrow after the understory is mechanically cleared.

Note: Photos depict the difference between mechanized land clearing/filling/alteration of topography and mechanical clearing for the purpose of conservation easement management. A comment letter was submitted June 15, 2023 in response to SAM-2004-003387-RCV-Proposed Modification to a Previously Permitted Residential Subdivision in Wetlands Adjacent to Davis Bayou, Ocean Springs, Jackson County, Mississippi . The comment letter included a request "that the permit be conditioned to require the applicant or a third party to implement mechanical clearing, thinning of the underbrush, and possibly controlled burns appropriate to manage the current wildfire risk and protect the houses abutting the conservation easement and use similar management techniques for the pine flatwoods adjacent and east of Gibson Road." The comment letter stated no opposition to the construction of the project.

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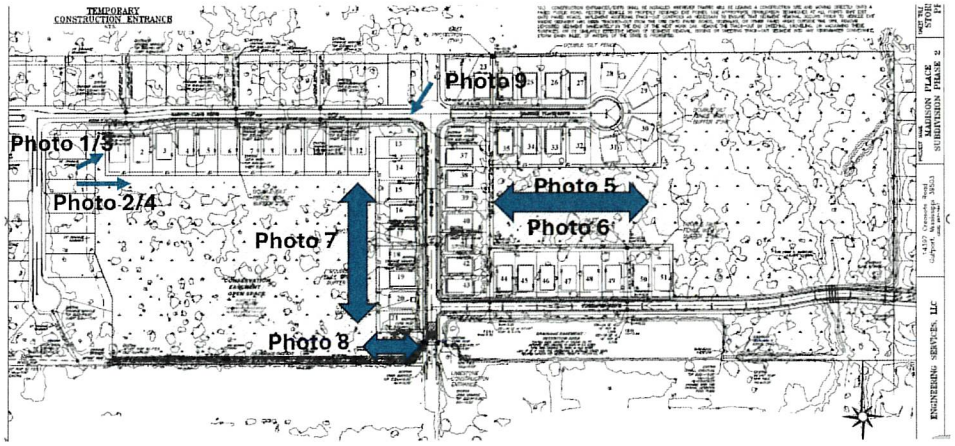


Photo Key



Photos 1 and 2: Pre-construction photos from 2023 depicting a wet pine flatwood, with heavily vegetated underbrush. In Public Notice 2004-003387 the area was proposed as forested conservation easement which has since been mechanically cleared and filled.



Photo 3

Photo 4

Photo 3 and 4: These areas planned as forested conservation easements. Photos depict mechanized land clearing and topography alternations in the conservation easement in areas depicted above in Photos 1 &2. Also note silt fence along the roadway, a structure in the conservation easement.

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Photo 5: Looking east from Gibson Road, mechanized land clearing and topography alteration in the conservation easement behind proposed lots 31-39 in the conservation easement.

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BY: .....



Photo 6: Looking east from Gibson Road, mechanized land clearing and topography alteration in the conservation easement behind proposed lots 40-52.

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BY: .....



Photo 7: Looking South, mechanized land clearing and topography alteration in the conservation easement behind lots 13 to 21.

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Photo 8: Mechanized land clearing and topographic alternation in the conservation easement south of Lot 21.



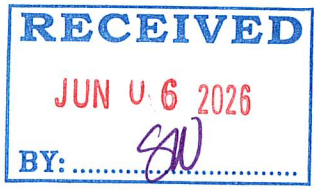
Photo 9: Mechanized land clearing and topographic alternation (filling) in the conservation easement at the corner of Madison and Gibson Road.

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Exhibit # 1

Rae Williams

From: ROBERT ETZOLD <bse2002@bellsouth.net>
Sent: Saturday, June 6, 2026 11:11 AM
To: Amanda Crose; Elizabeth Dill; Rae Williams; Julie Messenger
Subject: Madison Place Neighborhood Phase 2
Attachments: Comment Letter_City of Ocean Springs-PIDN-60124060.000 Madison Place Phase 2B Meritage Homes of Mississippi Inc._6-5-2026.docx



RE: Madison Place Drive & Gibson Road – PIDN: 60124060.000 – Madison Place Phase 2B – Meritage Homes of Mississippi, Inc.

TO WHOM IT MAY CONCERN,

My name is Robert Etzold_____, and I am a resident of the Madison Place Community living at _207 Madison Place Dr. Ocean Springs MS_____.

I am writing to you today because of serious concerns regarding the latest development of Phase II and the requested Final Plat approval for Phase 2B. The purpose of this document is to establish a unified record of severe on-site permit deviations, unresolved drainage impacts, and long-term safety liabilities that directly threaten our properties. We request that the City of Ocean Springs protect its residents by withholding or conditioning Final Plat approval until the developer provides a legally binding, fully funded resolution to every item listed below. Please find my concerns summarized below:

X = Concur	**Item / Issue**
X	**Item/Issue #1:** The City of Ocean Springs is responsible to ensure that Final Plat Approval of Madison Place Phase 2B is in compliance with not only the Unified Development Code (UDC) requirements, but also prior approvals, and environmental regulations as represented by the Applicant.
X	**Item/Issue #2:** As a mandatory condition of Final Plat Approval, the Applicant must coordinate with Madison Place HOA members/adjacent landowners and the U.S. Army Corps of Engineers to resolve current non-compliance issues associated with the U.S. Army Corps of Engineers Permit (SAM-2004-003387-RCV). Restrictive Covenants non-compliance items include: Tree clearing in the area and resulting unauthorized filling/alteration of topography in the Madison Place II Conservation Easement that was represented as preservation in the USACE public notice dated June 15, 2023.
X	**Item/Issue #3:** As a mandatory condition of Final Plat Approval, the Applicant must coordinate with adjacent landowners/HOA Members and the US Army Corps of Engineers to determine the ultimate Permittee, coordinate with the

X = Concur	Item / Issue
	Permittee, and will complete the transfer of U.S. Army Corps of Engineers Permit (SAM-2004-003387-RCV).
X	**Item/Issue #4:** As mandatory a condition of Final Plat Approval, the Applicant must coordinate with Madison Place HOA members/adjacent landowners and the U.S. Army Corps of Engineers to jointly develop the Site Management Plan (Mitigation Plan) for the Madison Place II Conservation Easement, including long-term management of the conservation easement and funding of the same.
X	**Item/Issue #5:** As a mandatory condition of Final Plat Approval, the Applicant must coordinate with Madison Place HOA members/adjacent landowners to provide the City of Ocean Springs, Mississippi with documentation of resolution of all of the items above, prior to the commencement of construction on the remaining 21 Madison Place II lots.
X	**Item/Issue #6:** The Applicant should work with the HOA members to honor the Site Management Plan (Mitigation Plan) commitments made by the previous development entity and outlined in a February 14, 2025 email from Brandon Elliott (see attached).
X	**Item/Issue #7:** The Madison Place II Conservation Easement, in an unmanaged state, represents a significant fire risk to homeowners in Madison Place I and future Madison Place II.
X	**Item/Issue #8:** I note that as a resident, I am aware that in 2019 a fire burned uncontrolled behind homes on Madison Place Road, making its way north from Gibson Road, across a power line easement, and crossed Riley Road.
X	**Item/Issue #9:** Vegetation management should be implemented as part of the initial construction, and a long-term Site Management Plan (Mitigation Plan) should be developed.
X	**Item/Issue #10:** Funding to implement the Site Management Plan/Mitigation Plan should be identified. As a dues-paying HOA member, I request to know if

X = Concur	Item / Issue
	my dues will be used to fund implementation of the Site Management Plan/Mitigation Plan.
X	**Item/Issue #11:** The Madison Place II Conservation Easement is not a common area comparable to the Madison Place Entrance and will require extensive, specialized management to reduce fire risk to adjacent dues-paying HOA members/residents.
X	**Item/Issue #12:** Homeowners have not seen a long-term management for the Drainage Easement/Detention Area [Pond] or a determination of how Madison Place II drainage will affect/be tied into Madison Place I drainage.
X	**Item/Issue #13:** It is not clear to residents whether maintenance of the Drainage Easement/Detention Area [Pond]/Madison Place I drainage easements are the responsibility of the Applicant, the City of Ocean Springs, or the HOA.
X	**Item/Issue #14:** The current Permittee should not unilaterally assign permit liabilities/responsibilities to the HOA without explicit HOA consent.
	Comments/Other Items/Issues:

Name:_Robert Etzold_____

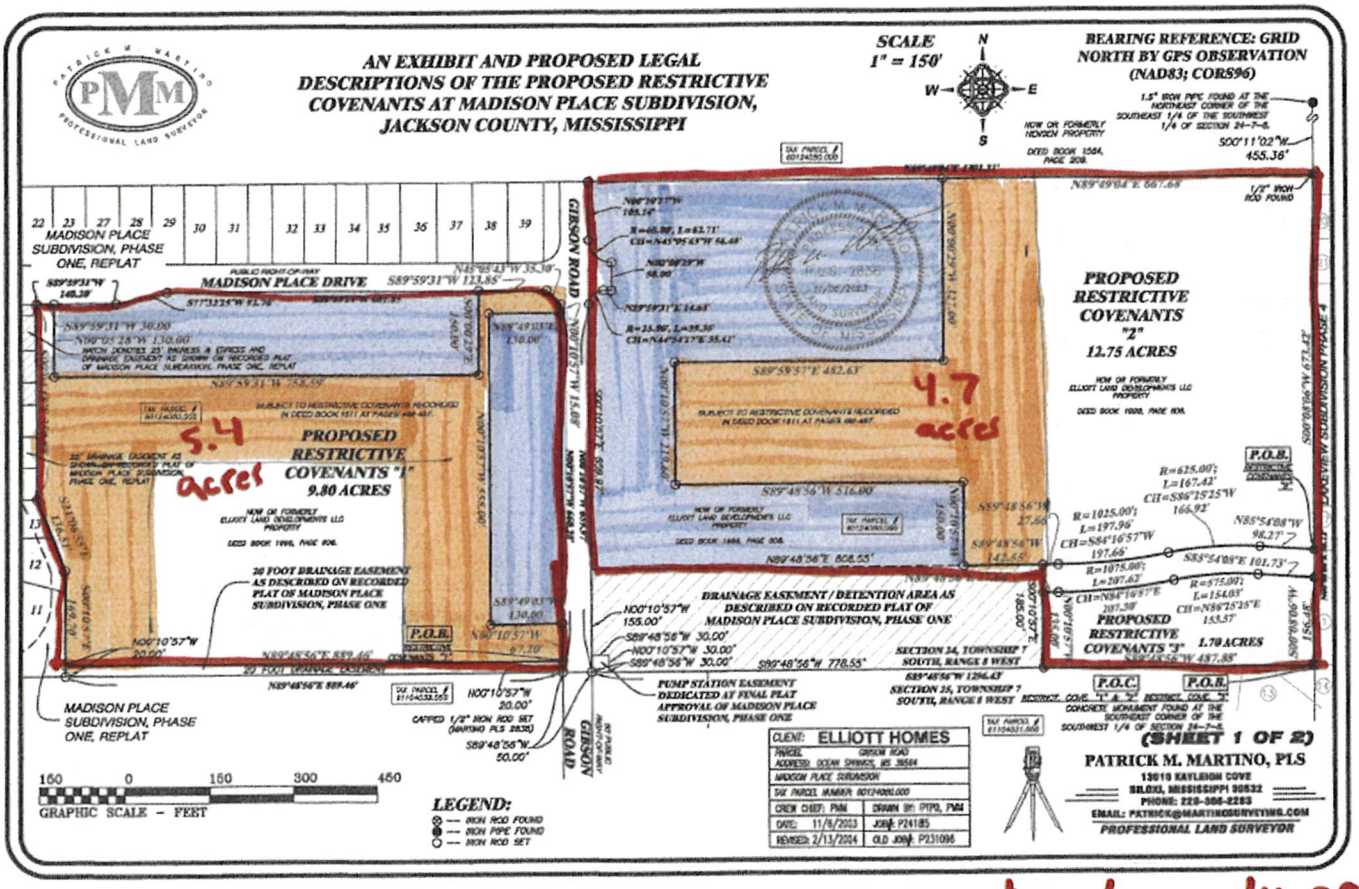
Address:_207 Madison Place Dr. Ocean Springs MS_____

Date:June 6, 2026 _____

Attachment

Key Site Management Plan Commitments (What Was Promised):

- **Purple Area on Map:** Designated to be fully cleared upon start of construction.
- **Brown Area on Map:** Mandated to be actively mulched to suppress local fire hazards.
- **Uncolored Area (Conservation Easement):** Explicitly designated to remain unmanaged



Total: 11.1 acres clearing: $450/acre = $4,995
HOA cost = $97/yr. if treated yearly.

Historical Record Transcript: Feb 14, 2025 Email from Brandon Elliot

From: Brandon Elliott <brandon@myelliotthome.com>
Sent: Thursday, February 13, 2025 9:28 AM
To: Parker, Steve <sparker@moffattnichol.com>; Maegan Harder <maegan@myelliotthome.com>; Mitch Tinsley <mitch@ecologicalasset.com>; Crose, Amanda <Amanda.Crose@meritagehomes.com>
Subject: Madison Place Fire

All,

I wanted to follow up regarding the fire concerns to ensure we are on the same page. Maegan if you can please head this up on our end that would be great, I think we are on the same page now on how to achieve this. I have asked Steve to continue to assist us to ensure we don't have future issues down the road related to cost and HOA.

Our commitment:

1. *We will mulch the entire site when we do the clearing*
2. *We will assign the covenantorship to whoever the HOA would like us to*
3. *We will either give the land to the land trust or to the HOA. Whatever the HOA prefers. I would think the HOA would want it as it can be used for recreational purposes per the covenants, plus control over the site, but we are fine either way.*

Attached is the map showing the areas for clearing, the following info is important;

1. *The purple area is going to be fully cleared upon start of construction*
2. *The remaining site will be mulched. This seriously improves any fire hazard immediately upon construction start.*
3. *After the construction is complete (8 months) we will get final plat and deed the conservation area to either the land trust or HOA*
4. *The land trust or HOA will mulch the orange area which is 11 acres annually to reduce fire hazard. If the HOA would like to add additional acres or measures it can at its discretion, but at a minimum this will be done to reduce fire risk.*
5. *We pay $350 an acre to mulch today. Using $450 an acre this cost is $4,995 which is covered by the dues on the new 51 homes. Plus a surplus in additional dues going to the HOA at the current dues rate.*

Next Steps:

Maegan can you please get with Steve to determine the following;

1. *Who to deed the land to*
2. *Who to give covenantorship to*
3. *This will be done when we file the final plat*

Note: Steve has had some great insight into this and he has graciously offered to assist us so please use his experience to ensure we file it correctly to have a happy community in the future.

Sincerely grateful for everyone.

Exhibit # 2

Rae Williams

From: Tracy Trosper <tracy.l.trosper@gmail.com>
Sent: Saturday, June 6, 2026 1:32 PM
To: Rae Williams
Subject: COMMUNITY CALL TO ACTION
Attachments: IMG_1150.jpeg; IMG_1154.jpeg; IMG_1149.jpeg; IMG_1151.jpeg



RE: Madison Place Drive & Gibson Road – PIDN: 60124060.000 – Madison Place Phase 2B – Meritage Homes of Mississippi, Inc.

TO WHOM IT MAY CONCERN,

My name is TRACY TROSPER, and I am a resident of the Madison Place Community living at 114 WESTWIND CT.

I am writing to you today because of serious concerns regarding the latest development of Phase II and the requested Final Plat approval for Phase 2B. The purpose of this document is to establish a unified record of severe on-site permit deviations, unresolved drainage impacts, and long-term safety liabilities that directly threaten our properties. We request that the City of Ocean Springs protect its residents by withholding or conditioning Final Plat approval until the developer provides a legally binding, fully funded resolution to every item listed below. Please find my concerns summarized below:

X = Concur	Item / Issue
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X	Madison Place II lots.
X	**Item/Issue #6:** The Applicant should work with the HOA members to honor the Site Management Plan (Mitigation Plan) commitments made by the previous development entity and outlined in a February 14, 2025 email from Brandon Elliott (see attached).
X	**Item/Issue #7:** The Madison Place II Conservation Easement, in an unmanaged state, represents a significant fire risk to homeowners in Madison Place I and future Madison Place II.
	Item/Issue #8: I note that as a resident, I am aware that in 2019 a fire burned uncontrolled behind homes on Madison Place Road, making its way north from Gibson Road, across a power line easement, and crossed Riley Road.
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X	**Item/Issue #14:** The current Permittee should not unilaterally assign permit liabilities/responsibilities to the HOA without explicit HOA consent.
	Comments/Other Items/Issues:

Name: TRACY TROSPER

Address: 114 WESTWIND CT. OCEAN SPRINGS MS 39564

Signature:

Date: 06/06/2026

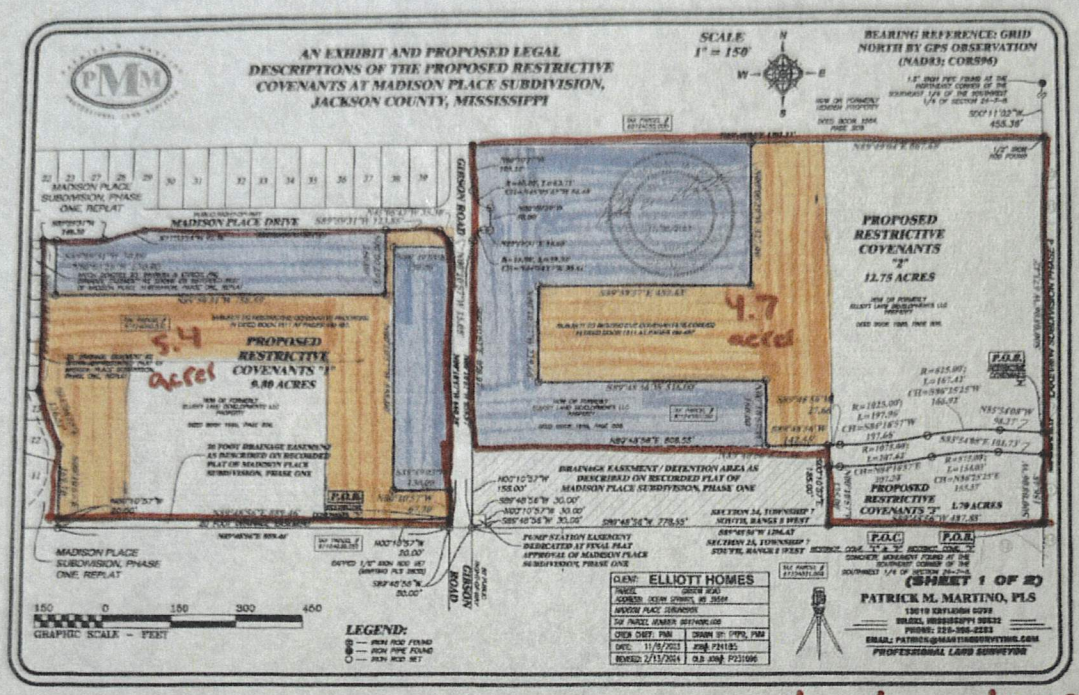
Attachment

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To: Parker, Steve <sparker@moffattnichol.com>; Maegan Harder <maegan@myelliotthome.com>; Mitch Tinsley <mitch@ecologicalasset.com>; Crose, Amanda <Amanda.Crose@meritagehomes.com>
Subject: Madison Place Fire

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Note: Steve has had some great insight into this and he has graciously offered to assist us so please use his experience to ensure we file it correctly to have a happy community in the future.

Sincerely grateful for everyone,

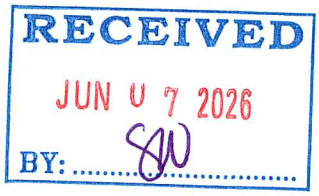
Exhibit # 3

Rae Williams

From: Stephen Parker <sparker@symbiotic-enterprises.com>
Sent: Sunday, June 7, 2026 4:38 PM
To: Amanda Crose; Elizabeth Dill; Rae Williams
Cc: Julie Messenger; Matthew Hinton; Karen Stennis; Kevin Wade; Shannon Pfeiffer; Rob Blackman; Clay McArdle; Parker, Steve
Subject: Madison Place Drive & Gibson Road – PIDN: 60124060.000 – Final Plat Madison Place Phase 2B – Meritage Homes of Mississippi, Inc. -Supplemental Comments
Attachments: Sparker-PIDN-60124060.000 Madison Place Phase 2B Meritage Homes of Mississippi Inc. Supplemental Comment Letter-6-7-2026.pdf

Amanda, Elizabeth, Rae,
I have reviewed the Agenda Packet posted Friday afternoon, June 5 and I am providing my Supplemental Comments for the Tuesday, June 9 Planning Commission Meeting regarding agenda items-Madison Place Drive & Gibson Road – PIDN: 60124060.000 – Final Plat Madison Place Phase 2B – Meritage Homes of Mississippi, Inc. I will provide verbal comments as well as I am still reviewing the Application Package. Feel free to reach out to me if you have any questions, my cell is listed below.

Steve Parker
106 Westwind Court
Ocean Springs, MS 39564
Cell: 228-224-9057



RE: Madison Place Drive & Gibson Road – PIDN: 60124060.000 – Final Plat Madison Place Phase 2B – Meritage Homes of Mississippi, Inc.

TO: Amanda Crose, Elizabeth Dill, Rae Williams, Julie Messenger, Matthew Hinton, Steve Tillis, Karen Stennis, Kevin Wade, Shannon Pfeiffer, Rober Blackman, Clay McArdle

My name is Steve Parker, and I am a resident of the Madison Place Community living at 106 Westwind Court, Ocean Springs, MS. I am writing to you today because of serious concerns regarding the latest development of Madison Place Phase 2 and the requested Final Plat approval for Phase 2B. The purpose of this document is to establish a unified record of severe on-site City of Ocean Springs UDC and Corps permit deviations, unresolved drainage impacts, and long-term safety liabilities that directly threaten our properties. I am requesting that the City of Ocean Springs require the Applicant fully adhere to the City's Unified Development Code (UDC), in particular for Conservation Subdivision Codes in Section (3.9.6), require the applicant to resolve non-compliance issues in the Madison Place 2 Conservation Easement and comply with conditions in the US Army Corps of Engineers permit (SAM-2004-003387-RCV), provide due process to commenting residents by **either denying the Final Plat Approval for Phase 2B** or **appropriately conditioning Final Plat** Approval. The items and issues surrounding this Phase 2B Final Plat Approval are summarized in tabular form below. I appreciate your serious consideration of these items/issues for this important develop project in Ocean Springs, MS. I am not opposed to the construction of additional housing adjacent to Madison Place 1.

Item / Issues that Need Resolution Prior to Final Plat Approval of Madison Place Drive & Gibson Road – PIDN: 60124060.000 – Final Plat Madison Place Phase 2B – Meritage Homes of Mississippi, Inc.
Item/Issue #1: The City of Ocean Springs is responsible to ensure that Final Plat Approval of Madison Place Phase 2B is in compliance with not only the Unified Development Code (UDC) requirements, but also prior approvals, and environmental regulations. The Madison Place 2 Site in its current state is not in compliance with City of Ocean Springs UDC Conservation Subdivision requirements (Section 3.9.6), violates previous City of Ocean Springs previous planning commission approvals, and is not in compliance with other federal regulations, specifically, conditions specified in the US Army Corps of Engineers Permit (SAM-2004-003387-RCV).
Item/Issue #2: Request that the Planning Commission/Board of Aldermen deny the Madison Place Phase 2B Final Plat Approval OR condition the approval as follows- As a mandatory condition of Phase 2B Final Plat Approval, the Applicant must coordinate

Item / Issues that Need Resolution Prior to Final Plat Approval of Madison Place Drive & Gibson Road – PIDN: 60124060.000 – Final Plat Madison Place Phase 2B – Meritage Homes of Mississippi, Inc.
Mississippi with documentation of resolution of all of the items above, prior to the commencement of construction on the remaining 21 Madison Place 2 lots.
Item/Issue #6: The Applicant should work with the HOA members to honor the Site Management Plan (Mitigation Plan) commitments made by the previous development entity and outlined in a February 14, 2025 email from Brandon Elliott (see attached).
Item/Issue #7: The Madison Place 2 Conservation Easement, in an unmanaged state, represents a significant fire risk to homeowners in Madison Place I and future Madison Place II.
Item/Issue #8: I note that as a resident, I remember the 2019 fire which burned uncontrolled behind homes on Madison Place Road, making its way north from Gibson Road, across a power line easement, and crossed Riley Road.
Item/Issue #9: Vegetation management should be implemented as part of the initial construction, and a long-term Site Management Plan (Mitigation Plan) should be developed.
Item/Issue #10: Funding to implement the Site Management Plan/Mitigation Plan should be identified. As a dues-paying HOA member, I request to know if my dues will be used to fund implementation of the Site Management Plan/Mitigation Plan.
Item/Issue #11: The Madison Place II Conservation Easement is not a common area comparable to the Madison Place Entrance and will require extensive, specialized management to reduce fire risk to adjacent dues-paying HOA members/residents.
Item/Issue #12: Homeowners have not seen a long-term management for the Drainage Easement/Detention Area [Pond] or a determination of how Madison Place II drainage will affect/be tied into Madison Place I drainage.

Item / Issues that Need Resolution Prior to Final Plat Approval of Madison Place Drive & Gibson Road – PIDN: 60124060.000 – Final Plat Madison Place Phase 2B – Meritage Homes of Mississippi, Inc.
commission should defer this matter until: **1-** the current non-compliance issues in the Conservation Easement have been inspected/field-verified and resolved by City of Ocean Springs Staff and that resolution presented to the public; **2-**the non-compliance issues have been remedied by the current applicant; **3-**the applicant has developed and submitted a plan for the long-term management of the Madison Place 2 Conservation Easement, funding of the same, and identified the entity that will be responsible and **4-** the applicant has complied with conditions in the USACE Permit (SAM-2004-003387-RCV). Further the applicant should not be allowed to unilaterally assign current liabilities/responsibilities associated with the Conservation Easement to the HOA or any party without explicit HOA member/party consent. The applicant should coordinate with Madison Place I residents that will be affected by management of the Madison Place 2 Conservation Easement and for Madison Place 2 and drainage issues that affect Madison Place 1, as a result of developing Madison Place 2.

Name: Steve Parker
Address: 106 Westwind Court, Ocean Springs, MS 39564
Date: June 7, 2026; supplement to comments submitted on June 1, 2026

Historical Record Transcript: Feb 14, 2025 Email from Brandon Elliot
From: Brandon Elliott <brandon@myelliotthome.com>
Sent: Thursday, February 13, 2025 9:28 AM
To: Parker, Steve <sparker@moffattnichol.com>; Maegan Harder <maegan@myelliotthome.com>; Mitch Tinsley <mitch@ecologicalasset.com>; Crose, Amanda <Amanda.Crose@meritagehomes.com>
Subject: Madison Place Fire

All,

I wanted to follow up regarding the fire concerns to ensure we are on the same page. Maegan if you can please head this up on our end that would be great, I think we are on the same page now on how to achieve this. I have asked Steve to continue to assist us to ensure we don't have future issues down the road related to cost and HOA.

Our commitment:

1. *We will mulch the entire site when we do the clearing*
2. *We will assign the covenantorship to whoever the HOA would like us to*
3. *We will either give the land to the land trust or to the HOA. Whatever the HOA prefers. I would think the HOA would want it as it can be used for recreational purposes per the covenants, plus control over the site, but we are fine either way.*

Attached is the map showing the areas for clearing, the following info is important;

1. *The purple area is going to be fully cleared upon start of construction*
2. *The remaining site will be mulched. This seriously improves any fire hazard immediately upon construction start.*
3. *After the construction is complete (8 months) we will get final plat and deed the conservation area to either the land trust or HOA*
4. *The land trust or HOA will mulch the orange area which is 11 acres annually to reduce fire hazard. If the HOA would like to add additional acres or measures it can at its discretion, but at a minimum this will be done to reduce fire risk.*
5. *We pay $350 an acre to mulch today. Using $450 an acre this cost is $4,995 which is covered by the dues on the new 51 homes. Plus a surplus in additional dues going to the HOA at the current dues rate.*

Next Steps:

Maegan can you please get with Steve to determine the following;

1. *Who to deed the land to*
2. *Who to give covenantorship to*
3. *This will be done when we file the final plat*

Note: Steve has had some great insight into this and he has graciously offered to assist us so please use his experience to ensure we file it correctly to have a happy community in the future.

Sincerely grateful for everyone.

Exhibit # 4

Rae Williams

From: Hilary Colerick <hilary.arcms@gmail.com>
Sent: Monday, June 8, 2026 12:50 PM
To: Amanda Crose; Elizabeth Dill; Rae Williams; Julie Messenger
Subject: Madison Place objections for planning meeting June 9
Attachments: Elliot original plans.JPG; Comment Letter_City of Ocean Springs-PIDN-60124060.000 Madison Place Phase 2B Meritage Homes of Mississippi Inc._6-5-2026.docx

RECEIVED
JUN 0 8 2026
BY: SW

--
Hilary Colerick, M.S.

RE: Madison Place Drive & Gibson Road – PIDN: 60124060.000 – Madison Place Phase 2B – Meritage Homes of Mississippi, Inc.

TO WHOM IT MAY CONCERN,

My name is _Hilary Colerick__, and I am a resident of the Madison Place Community living at _235 Madison Place Dr.

I am writing to you today because of serious concerns regarding the latest development of Phase II and the requested Final Plat approval for Phase 2B. The purpose of this document is to establish a unified record of severe on-site permit deviations, unresolved drainage impacts, and long-term safety liabilities that directly threaten our properties. We request that the City of Ocean Springs protect its residents by withholding or conditioning Final Plat approval until the developer provides a legally binding, fully funded resolution to every item listed below. Please find my concerns summarized below:

X = Concur	**Item / Issue**
x	**Item/Issue #1:** The City of Ocean Springs is responsible to ensure that Final Plat Approval of Madison Place Phase 2B is in compliance with not only the Unified Development Code (UDC) requirements, but also prior approvals, and environmental regulations as represented by the Applicant.
x	**Item/Issue #2:** As a mandatory condition of Final Plat Approval, the Applicant must coordinate with Madison Place HOA members/adjacent landowners and the U.S. Army Corps of Engineers to resolve current non-compliance issues associated with the U.S. Army Corps of Engineers Permit (SAM-2004-003387-RCV). Restrictive Covenants non-compliance items include: Tree clearing in the area and resulting unauthorized filling/alteration of topography in the Madison Place II Conservation Easement that was represented as preservation in the USACE public notice dated June 15, 2023.
x	**Item/Issue #3:** As a mandatory condition of Final Plat Approval, the Applicant must coordinate with adjacent landowners/HOA Members and the US Army Corps of Engineers to determine the ultimate Permittee, coordinate with the Permittee, and will complete the transfer of U.S. Army Corps of Engineers Permit

X = Concur	Item / Issue
	(SAM-2004-003387-RCV).
x	**Item/Issue #4:** As mandatory a condition of Final Plat Approval, the Applicant must coordinate with Madison Place HOA members/adjacent landowners and the U.S. Army Corps of Engineers to jointly develop the Site Management Plan (Mitigation Plan) for the Madison Place II Conservation Easement, including long-term management of the conservation easement and funding of the same.
x	**Item/Issue #5:** As a mandatory condition of Final Plat Approval, the Applicant must coordinate with Madison Place HOA members/adjacent landowners to provide the City of Ocean Springs, Mississippi with documentation of resolution of all of the items above, prior to the commencement of construction on the remaining 21 Madison Place II lots.
x	**Item/Issue #6:** The Applicant should work with the HOA members to honor the Site Management Plan (Mitigation Plan) commitments made by the previous development entity and outlined in a February 14, 2025 email from Brandon Elliott (see attached).
x	**Item/Issue #7:** The Madison Place II Conservation Easement, in an unmanaged state, represents a significant fire risk to homeowners in Madison Place I and future Madison Place II.
x	**Item/Issue #8:** I note that as a resident, I am aware that in 2019 a fire burned uncontrolled behind homes on Madison Place Road, making its way north from Gibson Road, across a power line easement, and crossed Riley Road.
x	**Item/Issue #9:** Vegetation management should be implemented as part of the initial construction, and a long-term Site Management Plan (Mitigation Plan) should be developed.
x	**Item/Issue #10:** Funding to implement the Site Management Plan/Mitigation Plan should be identified. As a dues-paying HOA member, I request to know if my dues will be used to fund implementation of the Site Management

X = Concur	Item / Issue
	Plan/Mitigation Plan.
x	**Item/Issue #11:** The Madison Place II Conservation Easement is not a common area comparable to the Madison Place Entrance and will require extensive, specialized management to reduce fire risk to adjacent dues-paying HOA members/residents.
x	**Item/Issue #12:** Homeowners have not seen a long-term management for the Drainage Easement/Detention Area [Pond] or a determination of how Madison Place II drainage will affect/be tied into Madison Place I drainage.
x	**Item/Issue #13:** It is not clear to residents whether maintenance of the Drainage Easement/Detention Area [Pond]/Madison Place I drainage easements are the responsibility of the Applicant, the City of Ocean Springs, or the HOA.
x	**Item/Issue #14:** The current Permittee should not unilaterally assign permit liabilities/responsibilities to the HOA without explicit HOA consent.
	Comments/Other Items/Issues: we witnessed the fire in 2020, constant drainage issues since day one (yard and street), pot holes and damage to roads, current construction- loud, takes up too much space on the streets/can barely get in and out due to all the workers/vehicles, loud/shaking makes it difficult to work from home, children can't play in the front yard, debri. We were told when we purchased our home, no one would be allowed to build in front or behind due to wetlands.

Name:_Hilary Colerick_____

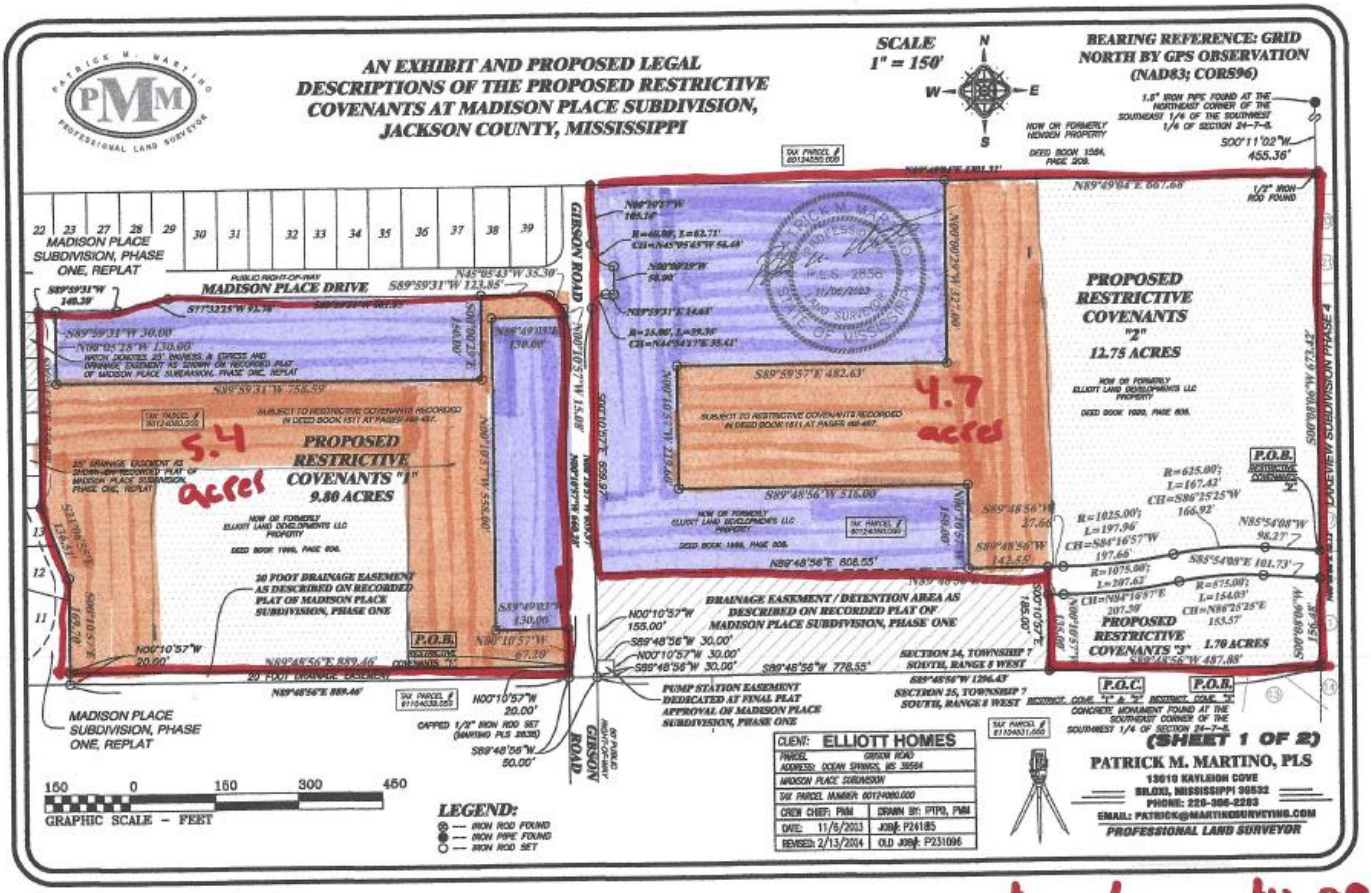
Address:_235 Madison Place Dr._____

Signature: ___Hilary Colerick_____ **Date:** _6/8/2026_____

Attachment

Key Site Management Plan Commitments (What Was Promised):

- **Purple Area on Map:** Designated to be fully cleared upon start of construction.
- **Brown Area on Map:** Mandated to be actively mulched to suppress local fire hazards.
- **Uncolored Area (Conservation Easement):** Explicitly designated to remain unmanaged



Historical Record Transcript: Feb 14, 2025 Email from Brandon Elliot

From: Brandon Elliott <brandon@myelliotthome.com>
Sent: Thursday, February 13, 2025 9:28 AM
To: Parker, Steve <sparker@moffattnichol.com>; Maegan Harder <maegan@myelliotthome.com>; Mitch Tinsley <mitch@ecologicalasset.com>; Crose, Amanda <Amanda.Crose@meritagehomes.com>
Subject: Madison Place Fire

All,

I wanted to follow up regarding the fire concerns to ensure we are on the same page. Maegan if you can please head this up on our end that would be great, I think we are on the same page now on how to achieve this. I have asked Steve to continue to assist us to ensure we don't have future issues down the road related to cost and HOA.

Our commitment:

1. *We will mulch the entire site when we do the clearing*
2. *We will assign the covenantorship to whoever the HOA would like us to*
3. *We will either give the land to the land trust or to the HOA. Whatever the HOA prefers. I would think the HOA would want it as it can be used for recreational purposes per the covenants, plus control over the site, but we are fine either way.*

Attached is the map showing the areas for clearing, the following info is important;

1. *The purple area is going to be fully cleared upon start of construction*
2. *The remaining site will be mulched. This seriously improves any fire hazard immediately upon construction start.*
3. *After the construction is complete (8 months) we will get final plat and deed the conservation area to either the land trust or HOA*
4. *The land trust or HOA will mulch the orange area which is 11 acres annually to reduce fire hazard. If the HOA would like to add additional acres or measures it can at its discretion, but at a minimum this will be done to reduce fire risk.*
5. *We pay $350 an acre to mulch today. Using $450 an acre this cost is $4,995 which is covered by the dues on the new 51 homes. Plus a surplus in additional dues going to the HOA at the current dues rate.*

Next Steps:

Maegan can you please get with Steve to determine the following;

1. *Who to deed the land to*
2. *Who to give covenantorship to*
3. *This will be done when we file the final plat*

Note: Steve has had some great insight into this and he has graciously offered to assist us so please use his experience to ensure we file it correctly to have a happy community in the future.

Sincerely grateful for everyone.

Current Permitted Plan
Phase 1
Phase 2
MADISON PLACE DRIVE
GIBSON ROAD
CONSERVATION EASEMENT / OPEN SPACE
SUBJECT TO RESTRICTIVE COVENANTS RECORDED IN DEED BOOK 1611 AT PAGES 640-651.
CONSERVATION EASEMENT / OPEN SPACE
SUBJECT TO RESTRICTIVE COVENANTS RECORDED IN DEED BOOK 1611 AT PAGES 640-651.
DETENTION AREA
AVOIDED WETLANDS
3.18 ACRES
WETLAND IMAPCTS TO LOTS POST 2015
(AFTER THE FACT) 1.59 ACRES
WETLAND IMPACTS UNDER ORIGINAL PERMIT
6.23 ACRES
PROPOSED WETLAND IMPACTS
5.42 ACRES
PERMITTED WETLANDS FROM OLD PERMIT
NOT FILLED 4.65 ACRES

Exhibit # 5

Rae Williams

From: Jackie Meza <jackie.meza1@aol.com>
Sent: Monday, June 8, 2026 2:07 PM
To: Amanda Crose; Elizabeth Dill; Rae Williams; Julie Messenger
Subject: Madison Place Dr & Gibson Rd -PIDN: 60124060.000-Madison Place Phase 2B - Meritage Homes of Mississippi, Inc
Attachments: scan_1.pdf; scan_2.pdf; scan_3.pdf; scan_4.pdf; scan_5.pdf; scan_6.pdf

Items to be addressed on June 9, 2026 @ Planning Commission Meeting; Email from Brandon Elliott

Sent from the all new AOL app for iOS

RECEIVED
JUN 08 2026
BY: SW

RE: Madison Place Drive & Gibson Road – PIDN: 601340000.000 – Madison Place Phase 2B – Meritage Homes of Mississippi, Inc.

TO WHOM IT MAY CONCERN:

My name is JAMES A. MEZA, and I am a resident of the Madison Place Community living at 241 MADISON PLACE DR.

I am writing to you today because of serious concerns regarding the latest development of Phase II and the requested Final Plat approval for Phase 2B. The purpose of this document is to establish a unified record of severe on-site permit deviations, unresolved drainage impacts, and long-term safety liabilities that directly threaten our properties. We request that the City of Ocean Springs protect its residents by withholding or conditioning Final Plat approval until the developer provides a legally binding, fully funded resolution to every item listed below. Please find my concerns summarized below:

X If Concur	Item / Issue
X	Item/Issue #1: The City of Ocean Springs is responsible to ensure that Final Plat Approval of Madison Place Phase 2B is in compliance with not only the Unified Development Code (UDC) requirements, but also prior approvals, and environmental regulations as represented by the Applicant.
X	Item/Issue #2: As a mandatory condition of Final Plat Approval, the Applicant must coordinate with Madison Place HOA members/adjacent landowners and the U.S. Army Corps of Engineers to resolve current non-compliance issues associated with the U.S. Army Corps of Engineers Permit (SAM-2004-003387-REV). Restrictive Covenants non-compliance items include: Tree clearing in the area and resulting unauthorized filling/alteration of topography in the Madison Place II Conservation Easement that was represented as preservation in the USACE public notice dated June 15, 2023.
X	Item/Issue #3: As a mandatory condition of Final Plat Approval, the Applicant must coordinate with adjacent landowners/HOA Members and the US Army Corps of Engineers to determine the ultimate Permittee, coordinate with the Permittee, and will complete the transfer of U.S. Army Corps of Engineers Permit (SAM-2004-003387-REV).
X	Item/Issue #4: As mandatory a condition of Final Plat Approval, the Applicant must coordinate with Madison Place HOA members/adjacent landowners and the U.S. Army Corps of Engineers to jointly develop the Site Management Plan (Mitigation Plan) for the Madison Place II Conservation Easement, including long-term management of the conservation easement and funding of the same.
	Item/Issue #5: As a mandatory condition of Final Plat Approval, the Applicant must

X	coordinate with Madison Place HOA members/adjacent landowners to provide the City of Ocean Springs, Mississippi with documentation of resolution of all of the items above, prior to the commencement of construction on the remaining 21 Madison Place II lots.
X	**Item/Issue #6:** The Applicant should work with the HOA members to honor the Site Management Plan (Mitigation Plan) commitments made by the previous development entity and outlined in a February 14, 2025 email from Brandon Elliott (see attached).
X	**Item/Issue #7:** The Madison Place II Conservation Easement, in an unmanaged state, represents a significant fire risk to homeowners in Madison Place I and future Madison Place II.
X	**Item/Issue #8:** I note that as a resident, I am aware that in 2019 a fire burned uncontrolled behind homes on Madison Place Road, making its way north from Gibson Road, across a power line easement, and crossed Riley Road.
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X	**Item/Issue #12:** Homeowners have not seen a long-term management for the Drainage Easement/Detention Area [Pond] or a determination of how Madison Place II drainage will affect/be tied into Madison Place I drainage.
X	**Item/Issue #13:** It is not clear to residents whether maintenance of the Drainage Easement/Detention Area [Pond]/Madison Place I drainage easements are the responsibility of the Applicant, the City of Ocean Springs, or the HOA.
X	**Item/Issue #14:** The current Permittee should not unilaterally assign permit liabilities/responsibilities to the HOA without explicit HOA consent.
	Comments/Other Items/Issues:

Name: JAMES A. MEZA

Address: 221 MADISON PLACE DR.

Signature: James A. Meza

Date: 6/08/2026

Attachment

Key Site Management Plan Commitments (What Was

RE: U.S. Army Corps of Engineers Permit (SAM-2004-003387-RCV)- Proposed Modification to a Previously Permitted Residential Subdivision in Wetlands Adjacent to Davis Bayou, Ocean Springs, Jackson County, Mississippi

TO WHOM IT MAY CONCERN,

My name is JAMES A. MEZA, and I am a resident of the Madison Place Community living at 221 MADISON PLACE DR.

I am writing to you today to register my formal objection regarding the active development of Phase II and to report severe permit non-compliance related to U.S. Army Corps of Engineers Permit SAM-2004-003387-RCV. The purpose of this document is to establish an official record of unauthorized environmental modifications—specifically the clearing of designated preservation buffers—and the resulting fire safety and financial liabilities being forced upon our community.

I request that the USACE immediately initiate a site inspection, halt any unauthorized activities, and refrain from approving any permit transfers, modifications, or mitigation plans until the developer directly coordinates with the affected homeowners to resolve the items detailed below. Please find my concerns summarized below:

X = Concur	Item / Issue
X	**Item/Issue #1:** Applicant should coordinate with Madison Place HOA members/adjacent landowners and the U.S. Army Corps of Engineers and resolve current non-compliance issues associated with the U.S. Army Corps of Engineers Permit (SAM-2004-003387-RCV). Restrictive Covenants non-compliance items include: unauthorized filling/alteration of topography and resulting tree clearing in the conservation easement that was represented as preservation in the USACE public notice dated June 15, 2023.
X	**Item/Issue #2:** USACE should refrain from agreeing to a Mitigation Plan without allowing HOA members/adjacent landowners to review and comment on this action (e.g., development of the mitigation plan, determination of long-term management).
X	**Item/Issue #3:** USACE should refrain from modifying the permit or agreeing to the assigning of the HOA as the Permittee without first soliciting comments from the HOA members/adjacent landowners.
	Item/Issue #4: USACE should refrain from agreeing to the HOA members/adjacent

X	landowners assuming Covenantorship without first soliciting comments from the HOA members/adjacent landowners.
X	**Item/Issue #5:** The Applicant should coordinate with adjacent landowners/HOA Members and the US Army Corps of Engineers and determine ultimate permittee/complete the transfer of U.S. Army Corps of Engineers Permit (SAM-2004-003387-RCV).
X	**Item/Issue #6:** The Applicant should coordinate with Madison Place HOA members/adjacent landowners and the U.S. Army Corps of Engineers to jointly develop the mitigation plan for the conservation easement, including long-term management of the conservation easement and funding of the same.
X	**Item/Issue #7:** The Applicant should work with the HOA members to honor management plan commitments made by the previous development entity and outlined in a February 14, 2025 email (see attached).
X	**Item/Issue #8:** The Conservation easement, in an unmanaged state, represents a severe fire risk to homeowners in Madison Place I and future Madison Place II.
X	**Item/Issue #9:** I note that as a resident, I am aware that in 2019 a fire burned uncontrolled behind homes on Madison Place Road, making its way north from Gibson Road, across a power line easement, and crossed Riley Road.
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	Comments/Other Items/Issues:

Date: 6-08-2026

Name: JAMES A. MEZA

Address: 221 MADISON PLACE DR.

Signature: James A. Meza

Brandon Elliott
From: Brandon Elliott <brandon@myelliotthome.com>
Sent: Thursday, February 13, 2025 9:28 AM
To: Parker, Steve <sparker@moffattnichol.com>; Maegan Harder <maegan@myelliotthome.com>; Mitch Tinsley <mitch@ecologicalasset.com>; Crose, Amanda <Amanda.Crose@meritagehomes.com>
Subject: Madison Place Fire

All,
I wanted to follow up regarding the fire concerns to ensure we are on the same page. Maegan if you can please head this up on our end that would be great. I think we are on the same page now on how to achieve this. I have asked Steve to continue to assist us to ensure we don't have future issues down the road related to ease and HOA.
Our commitment:

1. *We will mulch the entire site when we do the clearing*
2. *We will assign the covenantorship to whoever the HOA would like us to*
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Attached is the map showing the areas for clearing, the following info is important:

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5. *We pay $350 an acre to mulch today. Using $450 an acre this cost is $4,995 which is covered by the dues on the new 51 homes. Plus a surplus in additional dues going to the HOA at the current dues rate.*

Next Steps:
Maegan can you please get with Steve to determine the following:

1. *Who to deed the land to*
2. *Who to give covenantorship to*
3. *This will be done when we file the final plat*

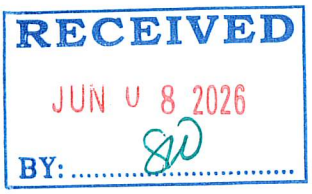
Note: Steve has had some great insight into this and he has graciously offered to assist us so please use his experience to ensure we file it correctly to have a happy community in the future.
Sincerely grateful for everyone.

2

Exhibit # 6

Rae Williams

From:	Rachel Lieblang <rachel.charmane@gmail.com>
Sent:	Monday, June 8, 2026 5:04 PM
To:	Amanda Crose; Elizabeth Dill; Rae Williams; Matthew Hinton; Steve Tillis; Karen Stennis; Kevin Wade; Shannon Pfeiffer; Rob Blackman; Julie Messenger
Subject:	Formal Community Objections: Madison Place Phase 2B Final Plat Approval
Attachments:	Rachel Lieblang Personal Comment Letter_PIDN-60124060.000 Madison Place Phase 2B.pdf
Follow Up Flag:	Follow up
Flag Status:	Completed



Dear City Officials and Aldermen,

Please find attached my formal objection form regarding the requested Final Plat approval for Madison Place Phase 2B (Meritage Homes of Mississippi, Inc., PIDN: 60124060.000).

As a resident of the Madison Place Phase I community, I have serious concerns regarding severe on-site permit deviations—specifically the clearing of designated preservation tree buffers and the resulting long-term wildfire risks and financial liabilities being shifted onto our neighborhood.

I request that the City protect its residents by withholding or placing strict conditions on the Final Plat approval until the developer provides a legally binding, fully funded resolution to these safety and environmental issues.

Thank you for your time, consideration, and service to our community.

Respectfully,

Rachel Lieblang (*Lee-blang*)
586-690-5286

RE: Madison Place Drive & Gibson Road – PIDN: 60124060.000 – Madison Place Phase 2B – Meritage Homes of Mississippi, Inc.

TO WHOM IT MAY CONCERN,

My name is __Rachel Lieblang__, and I am a resident of the Madison Place Community living at _223 Madison PLace Dr._____.

I am writing to you today because of serious concerns regarding the latest development of Phase II and the requested Final Plat approval for Phase 2B. The purpose of this document is to establish a unified record of severe on-site permit deviations, unresolved drainage impacts, and long-term safety liabilities that directly threaten our properties. We request that the City of Ocean Springs protect its residents by withholding or conditioning Final Plat approval until the developer provides a legally binding, fully funded resolution to every item listed below. Please find my concerns summarized below:

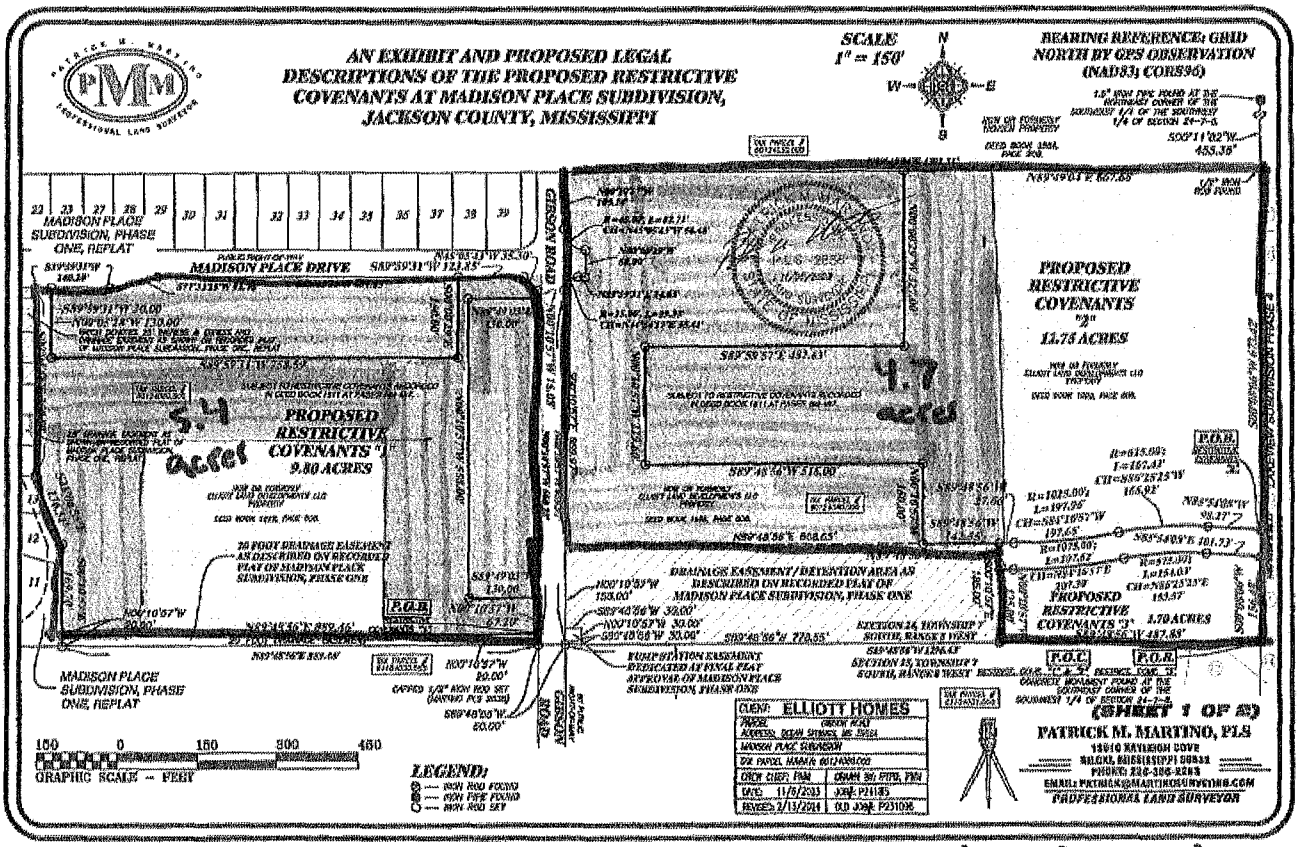
X = Concur	Item / Issue
X	**Item/Issue #1:** The City of Ocean Springs is responsible to ensure that Final Plat Approval of Madison Place Phase 2B is in compliance with not only the Unified Development Code (UDC) requirements, but also prior approvals, and environmental regulations as represented by the Applicant.
X	**Item/Issue #2:** As a mandatory condition of Final Plat Approval, the Applicant must coordinate with Madison Place HOA members/adjacent landowners and the U.S. Army Corps of Engineers to resolve current non-compliance issues associated with the U.S. Army Corps of Engineers Permit (SAM-2004-003387-RCV). Restrictive Covenants non-compliance items include: Tree clearing in the area and resulting unauthorized filling/alteration of topography in the Madison Place II Conservation Easement that was represented as preservation in the USACE public notice dated June 15, 2023.
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X = Concur	Item / Issue
	if my dues will be used to fund implementation of the Site Management Plan/Mitigation Plan.
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X	**Item/Issue #13:** It is not clear to residents whether maintenance of the Drainage Easement/Detention Area [Pond]/Madison Place I drainage easements are the responsibility of the Applicant, the City of Ocean Springs, or the HOA.
X	**Item/Issue #14:** The current Permittee should not unilaterally assign permit liabilities/responsibilities to the HOA without explicit HOA consent.
X	**Comments/Other Items/Issues:** As a resident of Madison Place Phase I, I want to formally submit the following personal concerns regarding the severe impacts this development structure has on my family: 1. **Loss of Promised Recreational Spaces for Our Children:** I have two young boys (aged 3 and 6). We chose this community with the understanding that these preservation and conservation areas would be protected spaces. Instead, the developer has completely bulldozed them, entirely stripping away any opportunity for my children and the other young children in this neighborhood to safely enjoy the natural spaces that were legally supposed to be reserved for our community's benefit.

Attachment

Key Site Management Plan Commitments (What Was Promised):

- **Purple Area on Map:** Designated to be fully cleared upon start of construction.
- **Brown Area on Map:** Mandated to be actively mulched to suppress local fire hazards.
- **Uncolored Area (Conservation Easement):** Explicitly designated to remain unmanaged



Total: 11.1 acres clearing: $450/acre = $4,995
Mow cost = $897/yr. if treated yearly.

Note: Steve has had some great insight into this and he has graciously offered to assist us so please use his experience to ensure we file it correctly to have a happy community in the future.
Sincerely grateful for everyone.

Exhibit # 7

Amanda Crose

From: Randy Ellis <Randy@ecologicalasset.com>
Sent: Tuesday, June 9, 2026 4:35 PM
To: Amanda Crose
Cc: Bursch, Jordan; Mitch Tinsley; Dylan Bartlett; Anna Grace Boxx
Subject: Madson Place Final Plat

Good afternoon, Members of the City of Ocean Springs Planning Commission,

My name is Randy Ellis, Biologist with Ecological Asset Management, LLC (EAM). Our firm has been retained to assist Meritage Homes with environmental compliance matters associated with the Madison Place development, which is being presented at this evening's Planning Commission meeting for final plat approval.

During a recent compliance inspection, EAM biologists identified a small area, approximately 25 feet by 130 feet, that was inadvertently cleared and disturbed. Upon discovery, we promptly reported the matter to the assigned U.S. Army Corps of Engineers (USACE) project manager, Ms. Kaaren Newman.

Meritage Homes has agreed to restore the affected area to its pre-disturbance grade and replant it with native tree species. It is our understanding that Ms. Newman conducted a site inspection last week, and we are currently awaiting feedback from the USACE regarding any additional actions they may require.

Meritage Homes remains committed to ensuring that the project complies with all applicable state and federal permit conditions and regulatory requirements. We will continue to work closely with the appropriate agencies to address this matter and maintain compliance moving forward.

Please feel free to contact me if you have any questions or require additional information.

Best regards,

Randy Ellis
Owner / Biologist
Ecological Asset Management, LLC (EAM)

Randy Ellis
Vice President
Ecological Asset Management, LLC
530 Main Street Suite B|Bay St. Louis, MS 39520
Mobile: (228)216-7450 | Office: (228)231-1077



ECOLOGICAL
ASSET
MANAGEMENT, LLC

Exhibit # 8

Verbal Comments – June 9, 2026
Ocean Springs Planning Commission
Madison Place Phase 2B Final Plat

My name is Steve Parker, 106 Westwind Court, Ocean Springs, I am a resident Madison Place and dues paying member of Madison Place HOA.

In fall 2025, KT Construction began clearing Madison Place Phase 2. I watched as work moved west from Gibson Road toward my home, expecting the buffer of trees between Madison Place 1 and the Madison Place 2 development to remain in place. Instead, I noticed a silt fence placed improperly within the Madison Place 1 drainage easement—so close it even caught on my the ball of my truck when I was backing out; I dragged the silt fence with me, twice.

As clearing continued, it became evident the work would well beyond approved limits: through the buffer, into the Madison Place 1 drainage and access easement, and into the Conservation Easement across the entire site. It was only after the City issued a stop work order that silt fences were properly installed and moved to the approved project limits. By then, everything outside those limits, designated Conservation Easements had already been cleared (See Board 1).

This Planning Commission approved a preliminary plat on February 11 2025 clearly identifying conservation areas meant to remain undisturbed. The same conservation areas were identified in the Corps of Engineers permit. As currently constructed the Madison Place 2 Project does not comply with Ocean Springs Conservation Subdivision regulations, it does not comply with the February 11, 2025 preliminary plat approval, it does not comply with the Final Plat Approval for Phase 2A, it does not comply with the current Restrictive covenants governing the Conservation Easement in the Army Corps Permit, and it would not comply with a Final Plat Approval for Phase 2B as written and under consideration tonight.

I appreciate your service and the time it takes in addition to your day job. Like some of you I spent the weekend pouring through the application packet.

What you decide tonight will shape this neighborhood for years to come. I want to pose a number of questions that I think need answers before you approve or condition this Final Plat for Phase 2B:

1. Can this Phase 2B Final Plat reasonably be approved as presented while site conditions are not in compliance with your own regulations, previous approvals, and the Corp Permit?
2. Are you willing to condition this and future Final Plat Approvals so that these issues can be worked out? [Language for the conditions have been provided in my previous comments as well as other residents of Madison Place 1.]
3. Should this decision be deferred until these concerns are fully addressed?

These are not technicalities—they directly affect compliance with your planning regulations, with federal regulations, environmental protection, and long-term impact on this neighborhood and the Ocean Springs community.

Thank you for your consideration.

Additional

1. Is the Planning Commission aware of the February 14, 2025 habitat/fire management commitments made by the current Restrictive Covenants Covenantor Brandon Elliot? (See Board 2)
2. Are you aware the Mertiage Homes of Mississippi proposes transferring the common areas which could include the Conservation Easement to the HOA "as is," "where is" without protections or recourse? [**Meritage Homes of Mississippi Declaration of Covenants, Conditions, and Restrictions for Madison Place Phase 2, Article 15 Conveyance of Common Areas; Section 15.1** page 96 & 97]

Gmail

Laura Parker <lkparker3@gmail.com>

FW: Request for Public Notice for the Modification of SAM-2004-003387-RCV

1 message

Stephen Parker <sparker@symbiotic-enterprises.com> Tue, Jun 9, 2026 at 3:18 PM
To: "lkparker3@gmail.com" <lkparker3@gmail.com>

From: Stephen Parker
Sent: Tuesday, June 9, 2026 12:21 PM
To: 'Hendrix, Dylan C CIV USARMY CESAM (USA)' <Dylan.C.Hendrix@usace.army.mil>; Neumann, Kaaren M CIV USARMY CESAM (USA) <Kaaren.M.Neumann@usace.army.mil>
Cc: dromgoole.ahmad@epa.gov
Subject: RE: Request for Public Notice for the Modification of SAM-2004-003387-RCV

Dylan,

Thank you for the follow up. I appreciate the review. My understanding from previous conversations is that there would be several permit modifications related to the transfer of Covenantorship and potentially the development of a Mitigation Plan, as specified in the restrictive covenants, if activities other than preservation were undertaken in the Conservation Easement. This now seems necessary to restore areas that were cleared in methods not consistent with the current restrictive covenants. Again, I will wait for your review, but it does seem that one to several permit modifications may be required. If so, I am suggesting a re-notice since the May 2023 notice conditions have changes/were not adhered to and will have an effect on adjacent landowners. Thank you again, I very much appreciate your review.

Steve

106 Westwind Court

Ocean Springs, MS 39564

228-224-9057

From: Hendrix, Dylan C CIV USARMY CESAM (USA) <Dylan.C.Hendrix@usace.army.mil>
Sent: Tuesday, June 9, 2026 9:56 AM
To: Stephen Parker <sparker@symbiotic-enterprises.com>; Neumann, Kaaren M CIV USARMY CESAM (USA) <Kaaren.M.Neumann@usace.army.mil>
Cc: dromgoole.ahmad@epa.gov
Subject: RE: Request for Public Notice for the Modification of SAM-2004-003387-RCV

Hi Steve,

Kaaren and I have not had a chance yet this week to discuss these issues, but we will as soon as our schedules and workload align. The Corps would not issue a standalone public notice if there is not a pending permit action. A 30-day public notice was issued in May 2023 as part of the permit application review, and there is currently no pending permit modification being proposed as far as I'm aware. Give me and Kaaren some time to get caught up; I can assure you we are looking into the matter and will determine any necessary actions that should be taken.

Respectfully,

Dylan C. Hendrix

Chief, South Mississippi Branch

Mobile District, Regulatory Division

U.S. Army Corps of Engineers

Office: 251-694-3782

Cell: 251-509-5376

Email: dylan.c.hendrix@usace.army.mil

From: Stephen Parker <sparker@symbiotic-enterprises.com>
Sent: Tuesday, June 9, 2026 9:30 AM
To: Hendrix, Dylan C CIV USARMY CESAM (USA) <Dylan.C.Hendrix@usace.army.mil>; Neumann, Kaaren M CIV USARMY CESAM (USA) <Kaaren.M.Neumann@usace.army.mil>
Cc: dromgoole.ahmad@epa.gov
Subject: [Non-DoD Source] Fw: Request for Public Notice for the Modification of SAM-2004-003387-RCV

Dylan,

I have 3 questions regarding the status of your decisions on my recent correspondence (attached). I am not requesting any information on the nature of anything you've decided:

1-Have you made a determination on your next steps with the Permittee regarding issues in my Conservation Easement Complaint Letter Dated May 14, 2026 (yes/no)?

2-Have you resolved all issues related to my Conservation Easement Complaint Letter dated May 14, 2026 (yes/no)?

3-Is there a time estimate for how long it will take your office to make a determination on my request for a public notice for the Modification of SAM-2004-003387-RCV (1 week; > 2 weeks; cannot estimate)?

I appreciate your input. I am doing some planning related to city of ocean springs subdivision approvals and appreciate your input at your earliest convenience.

Steve Parker

Adjacent Landowner

106 Westwind Court

Ocean Springs, MS 39564

Cell: 228-224-9057

From: Stephen Parker
Sent: Monday, June 8, 2026 7:40 AM
To: Neumann, Kaaren M CIV USARMY CESAM (USA) <kaaren.m.neumann@usace.army.mil>; Hendrix, Dylan C CIV USARMY CESAM (USA) <dylan.c.hendrix@usace.army.mil>
Cc: dromgoole.ahmad@epa.gov <dromgoole.ahmad@epa.gov>
Subject: Request for Public Notice for the Modification of SAM-2004-003387-RCV

Dylan/Kaaren,

I am requesting by the attached letter, that the USACE publish a public notice and provide adjacent landowners an opportunity to review and comment on the permit modification for USACE SAM-2004-003387-RCV. Information in support of the request for a public comment period for SAM-2004-003387-RCV is summarized in the attached letter.

Thank you for your consideration of this request. This letter is a supplement to comments submitted on this permit action on June 15, 2023 and again on May 14, 2026.

I very much appreciate your work on resolving issues related to this permit action.

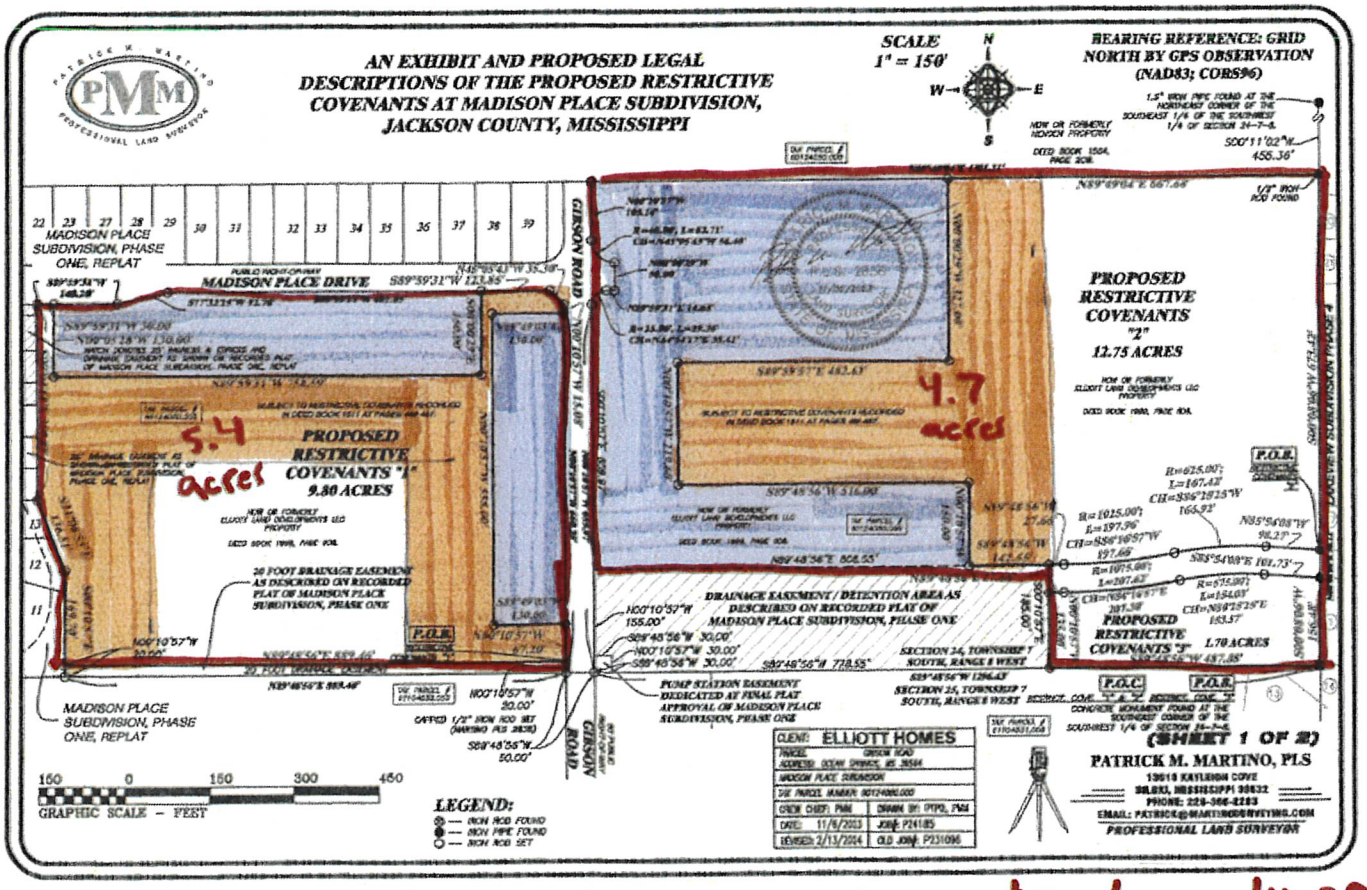
Steve Parker, Resident of Madison Place 1, Adjacent Landowner to Madison Place 2

106 Westwind Court, Ocean Springs, MS 39564

Cell: 228-224-9057

Key Site Management Plan Commitments (What Was Promised):

- **Purple Area on Map:** Designated to be fully cleared upon start of construction.
- **Brown Area on Map:** Mandated to be actively mulched to suppress local fire hazards.
- **Uncolored Area (Conservation Easement):** Explicitly designated to remain unmanaged



Total: 11.1 acres clearing: $450/acre = $4,995
HOA cost = $97/yr. if treated yearly.

Historical Record Transcript: Feb 14, 2025 Email from Brandon Elliot

From: Brandon Elliott <brandon@myelliotthome.com>
Sent: Thursday, February 13, 2025 9:28 AM
To: Parker, Steve <sparker@moffattnichol.com>; Maegan Harder <maegan@myelliotthome.com>; Mitch Tinsley <mitch@ecologicalasset.com>; Crose, Amanda <Amanda.Crose@meritagehomes.com>
Subject: Madison Place Fire

All,

I wanted to follow up regarding the fire concerns to ensure we are on the same page. Maegan if you can please head this up on our end that would be great, I think we are on the same page now on how to achieve this. I have asked Steve to continue to assist us to ensure we don't have future issues down the road related to cost and HOA.

Our commitment:

1. *We will mulch the entire site when we do the clearing*
2. *We will assign the covenantorship to whoever the HOA would like us to*
3. *We will either give the land to the land trust or to the HOA. Whatever the HOA prefers. I would think the HOA would want it as it can be used for recreational purposes per the covenants, plus control over the site, but we are fine either way.*

Attached is the map showing the areas for clearing, the following info is important;

1. *The purple area is going to be fully cleared upon start of construction*
2. *The remaining site will be mulched. This seriously improves any fire hazard immediately upon construction start.*
3. *After the construction is complete (8 months) we will get final plat and deed the conservation area to either the land trust or HOA*
4. *The land trust or HOA will mulch the orange area which is 11 acres annually to reduce fire hazard. If the HOA would like to add additional acres or measures it can at its discretion, but at a minimum this will be done to reduce fire risk.*
5. *We pay $350 an acre to mulch today. Using $450 an acre this cost is $4,995 which is covered by the dues on the new 51 homes. Plus a surplus in additional dues going to the HOA at the current dues rate.*

Next Steps:

Maegan can you please get with Steve to determine the following;

1. *Who to deed the land to*
2. *Who to give covenantorship to*
3. *This will be done when we file the final plat*

Note: Steve has had some great insight into this and he has graciously offered to assist us so please use his experience to ensure we file it correctly to have a happy community in the future.

Sincerely grateful for everyone.

Amanda Crose

From: Stephen Parker <sparker@symbiotic-enterprises.com>
Sent: Wednesday, June 24, 2026 9:42 AM
To: Amanda Crose
Cc: Public Works; lkparker3@gmail.com; Rachel Lieblang; Clay McArdle; Julie Messenger
Subject: Madison Place 2 Detention Pond-– PIDN: 60124060.000 – Final Plat Madison Place Phase 2B – Meritage Homes of Mississippi, Inc.:

Amanda,
Thank you for the conversation yesterday. As part of the PIDN: 60124060.000 – Final Plat Madison Place Phase 2B – Meritage Homes of Mississippi, Inc., I wanted to make you aware that the water control structure in the Madison Place 2 detention pond is in disrepair and there are several scour areas in the detention pond embankment that currently encroach on adjacent property and or are ultimately going to encroach on adjacent property as well as a head cut in the downstream embankment of the Madison Place 2 Detention Pond. These do not look like they are up to City of Ocean Springs UDC standards as per the June 9, 2026 Planning commission Motion for PIDN: 60124060.000 – Final Plat Madison Place Phase 2B – Meritage Homes of Mississippi, Inc.(see below):

June 9th Approved Motion for Madison Place Drive & Gibson Road – PIDN: 60124060.000 – Final Plat Madison Place Phase 2B – Meritage Homes of Mississippi, Inc.: Recommend approval of the Madison Place Subdivision Phase 2B Final Plat Consisting of 21 single family residential lots based on compliance with the Unified Development Code and consistency with prior approvals and contingent upon the planning department receiving either a mitigation plan or no mitigation plan needed from the Corps of Engineers before going to the board of Alderman.

A powerpoint which includes pictures and videos Madison Place 2 Detention Pond Non-Compliance with the UDC is posted here for download: Madison Place 2 Detention Area-UDC Non-Compliance-6-24-2026.pptx
Amanda, please include as part of the Agenda Packet for the Board of Alderman Meeting. I will have additional comments for the record prior to the Board of Alderman meeting.

I would appreciate any follow up whether PIDN: 60124060.000 – Final Plat Madison Place Phase 2B – Meritage Homes of Mississippi, Inc will be on the Consent Agenda for the July 7, 2026 Board of Alderman Regular Meeting and the cutoff date for submission of comments.

I can be available to meet you and Stephen Farnsworth in the field on Thursday, June 25, Friday, June 26 or sometime early next week to facilitate field verification.

I very much appreciate your consideration of this comment.

steve
Steve Parker
Resident of Madison Place 1/HOA Member/Adjacent Land Owner
106 Westwind Court
Ocean Springs, MS
Cell: 228-224-9057

June 9th Approved Motion for Madison Place Drive & Gibson Road – PIDN: 60124060.000 – Final Plat Madison Place Phase 2B – Meritage Homes of Mississippi, Inc.: Recommend approval of the Madison Place Subdivision Phase 2B Final Plat Consisting of 21 single family residential lots based on compliance with the Unified Development Code and consistency with prior approvals and contingent upon the planning department receiving either a mitigation plan or no mitigation plan needed from the Corps of Engineers before going to the board of Alderman.

Other City of Ocean Springs UDC Non-Compliance Issues
Stormwater Infrastructure Related to Sediment Control/Discharges East of Gibson Road



Headwall/Weir Sill (Approx. 2ft)







Video of Scoured area/imminent encroachment on Cabanas Property





sedimentation



Scour from Cabanas stormwater overflow



Scour at water cor
structure









Date: June 24, 2026

To: The Mayor and Board of Aldermen, City of Ocean Springs

From: Anna Kral, Resident of Madison Place

Regarding: Opposition to Unconditional Final Plat Approval for Madison Place Phase 2B (Meritage Homes)

Dear Mayor and Board of Aldermen,

As a resident of Madison Place, a widow living alone, and the proud spouse of a deceased United States Marine, safety, community integrity, and accountability mean everything to me. I am writing to formally submit my objections regarding the upcoming final plat approval for Phase 2B. Meritage Homes must not be granted unconditional approval to walk away from their infrastructure failures while dumping the legal and financial liabilities onto the citizens of this community.

I urge the Board to protect our neighborhood by reviewing the following urgent concerns:

1. Security Risks and Demand for Community Upgrades

Because I live alone, security is one of my highest priorities. The clearing of the natural buffers has left our neighborhood exposed, and we currently face a massive influx of unwelcome cut-through traffic coming from the cabanas and trailer park located just around the corner on the other side of the detention pond.

If our HOA fees are going to increase annually to manage Phase 2—as the current covenants dictate—then the homeowners must have a stake in the game. If we are absorbing the financial burden, we deserve to see immediate security and community reinvestments. Specifically, I want to see a safety gate installed on Gibson Street to stop this unwelcome traffic, along with a dedicated walking track around the detention pond so that residents have a safe, green space to walk our dogs and build community.

2. Infrastructure Failure and Unmaintained Easements

I absolutely object to our HOA inheriting failed infrastructure. The engineering reports for Phase 2B clearly outline that the Madison Place 2 detention pond is in a state of structural failure, threatening our entire community with severe flooding.

Furthermore, the existing easement directly behind my house is completely neglected. It is heavily overgrown with dead brushes and debris, creating a massive, unmanaged fire hazard right at my property line. As a solo resident, knowing that my home is sandwiched between an unmaintained fire risk on one side and a failing flood-control pond on the other is deeply concerning. The city must clarify who is responsible for maintaining these easements, because right now, the developer is neglecting them completely.

Conclusion and Request for Action

It is entirely unjust to force local homeowners to assume 100% of the financial liability for a corporate developer's broken promises. I respectfully ask the Board of Aldermen to **withhold unconditional final plat approval** for Phase 2B until Meritage Homes fully remediates the detention pond failures, clears the fire hazards in our easements, and provides enforceable guarantees for the neighborhood infrastructure we are being asked to fund.

Thank you for your time, service, and commitment to keeping Ocean Springs safe.

Sincerely,

Anna Kral

233 Madison Place DR

Ocean Springs, Ms 39564

Madison Place Resident

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Monday, June 29, 2026
Submitted via email

Stephen Parker
106 Westwind Court
Ocean Springs, MS
sparker@symbiotic-enterprises.com

Re: Formal Objection to Final Plat Approval – Madison Place Phase 2B (PIDN: 60124060.000)

Dear Mayor and Members of the Board of Aldermen,

I am writing to formally object to the approval of the Final Plat for Madison Place Phase 2B – Meritage Homes of Mississippi, Inc., consisting of 21 single-family residential lots at Madison Place Drive and Gibson Road.

On June 9, 2026 the Planning Commission approved the following motion: "Recommend approval of the Madison Place Subdivision Phase 2B Final Plat Consisting of 21 single family residential lots based on compliance with the Unified Development Code and consistency with prior approvals and contingent upon the planning department receiving either a mitigation plan or no mitigation plan needed from the Corps of Engineers before going to the board of Alderman."

Based on the information currently available, there remain significant unresolved regulatory, engineering, and compliance issues that make final approval premature.

1. Lack of Required Field Verification and Engineering Validation
I respectfully request that the Board require formal City staff verification and field inspection prior to any Final Plat approval. Specifically:

Conservation Easement Compliance: Verification of acreage preserved in accordance with approved plans, UDC requirements, and recorded restrictive covenants. [See Attached Figure 1]
Stormwater Infrastructure Inspection: Public Works engineering review of detention pond structures, containment dikes, and observed deficiencies including erosion and disrepair. [See Attached Figure 2/link to powerpoint presentation]
Stormwater Capacity and Modeling: Public works verification that the stormwater management capacity is adequate to current conditions verifying that modeling

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using current conditions. Modeling should include increased development, compound flooding, and backwatering due to tidal influence at Highway90/Gibson Road.

2. Unresolved Federal Regulatory and Compliance Concerns

In addition to non-compliance issues identified by the USACE, other potential unauthorized impacts/non-compliance USACE SAM-SAM-2004-003387-RCV, MDEQ WQC2023033[1], and potentially DMR22-000663, were presented to the EPA on June 16, 2026 including but not limited to: mechanized clearing of jurisdictional wetlands beyond permitted limits, disrepair and failure to install erosion control best management practices, and violation of restrictive covenants[2] including mechanized land clearing/changing of topography within the conservation easement. Federal review and after-the-fact permitting may still be required. See: 6-16-2026 Madison Place 2-Slide Presentation-to USEPA.pptx. A letter requesting that USACE, MDEQ, and MDMR issue a revised Joint Public Notice, complete an agency review, facilitate public interest review and comment, and finally authorize the numerous unauthorized activities is attached for your review.

3. Incomplete and Potentially Improper Transfer of Long-Term Liabilities

Current governing documents allow transfer of infrastructure and conservation areas to the HOA "as is" without warranty, potentially shifting unresolved liabilities to property owners without defined management plans or funding mechanisms. [See attached Figure 5]. It is likely that HOA dues from Madison Place 1 HOA members (39) and the 51 homeowners in Madison Place 2 will be required to pay for post-construction operations and maintenance of common areas (e.g. Conservation Easement; Detention Ponds). I've met with 12 of the residents/HOA members in Madison Place 1 and we all seem to have the same questions. Who is the long term covenantor? What is the Conservation Easement Mitigation Plan? Will it include fire risk management? What does it cost to implement over the long term? Who will be responsible for the detention pond and long-term repairs? Who is paying for the activities in the "common areas"?

---

[1] See WQC2023033Condition 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.)

[2] See WQC2023033Condition 6A: 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.

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4. Required Certifications Prior to Approval
Before approval, the developer's engineer of record and legal counsel should provide certifications confirming compliance, mitigation plan(s), infrastructure performance, costs, funding, long-term maintenance responsibilities, and the responsible party for the conservation easement and detention pond.

Madison Place residents/HOA members, who share a common stormwater management system and conservation easement with future Madison Place 2 residents/HOA members, have had not yet heard from the Applicant. Final Plat Approval should be conditional, until there are answers to the outstanding questions and the other required permits, engineering sign offs, and legal certification are in place.

In closing, I am **not opposed to the Madison Place 2 Project**, I am **not in favor of cessation of construction**, however, I do believe that the Applicant should disclose all information regarding post-construction responsibilities, costs, funding, and covenantorship for all common areas including of the conservation easement(s), detention pond (all structures) and other areas.

Conclusion: Given the outstanding issues, approval of the Madison Place Phase 2B Final Plat at this time would be premature. I respectfully urge the Board of Alderman **to defer and/or condition this and future final plat approvals** until all inspections, verifications, certifications, plans, and regulatory matters are fully resolved.

Thank you for your consideration.

Sincerely,

Steve Parker
Madison Place 1 Resident/HOA Member
106 Westwind Court
Ocean Springs, MS 39564

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Attachments

Figure 1. Map of approximate limits of mechanized clearing (in Red) in the conservation easement-a violation of Restrictive Covenants, USACE Permit SAM-SAM-2004-003387-RCV; and

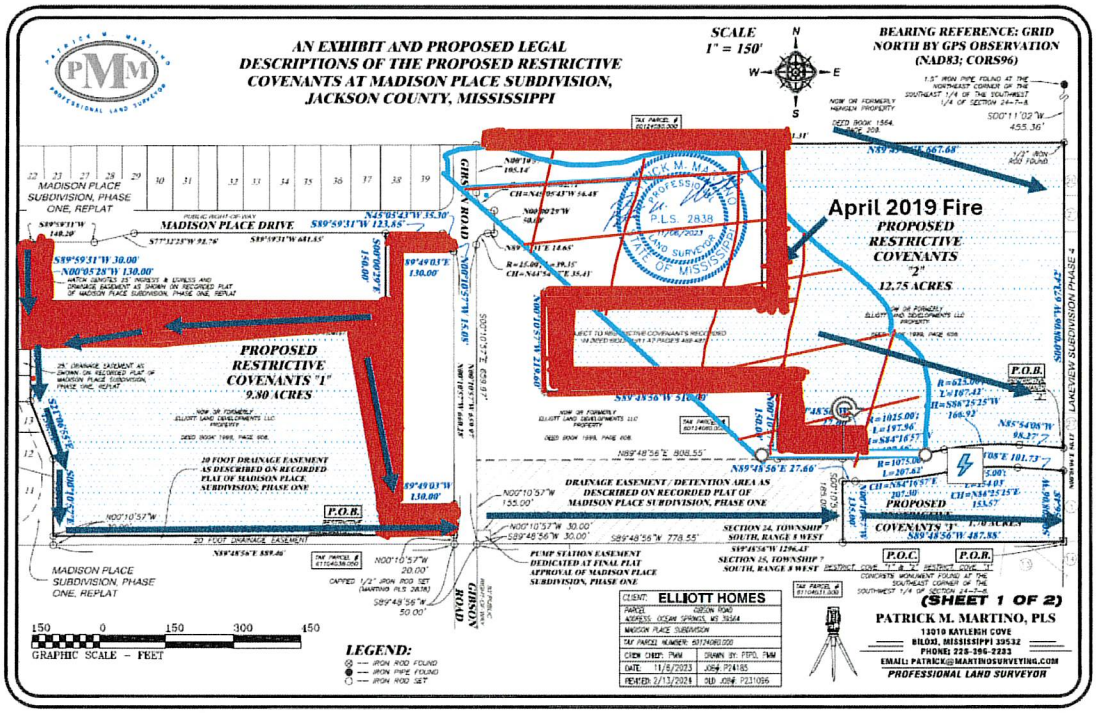
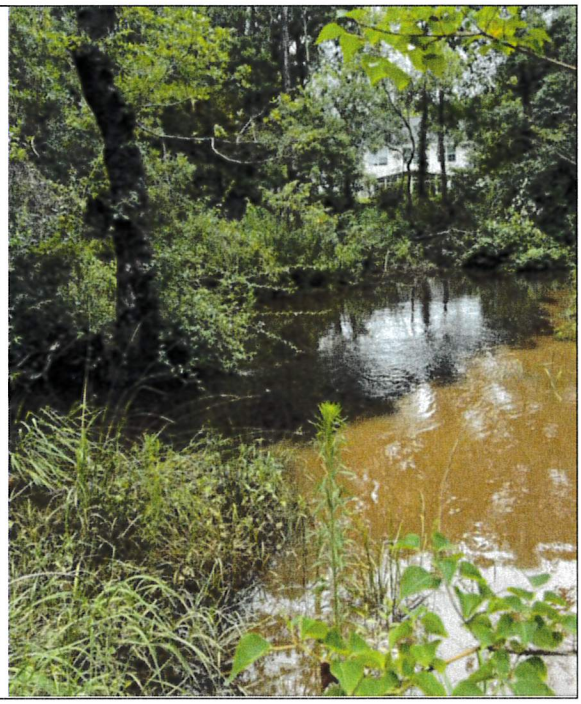


Figure 2. Photo depicting Water Control Structure in the Madison Place 2 Detention Pond (Left) and detention pond discharge/sedimentation in the unnamed tributary of Davis Bayou as a result of the removal of a 2 ft. headwall sill. Sediment contribution is in violation of MDEQ-issues WQC 2023033. See Also:

Madison Place 2 Detention Area-UDC Non-Compliance-6-24-2026.pptx





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Figure 3. Transfer of Meritage Homes liabilities and responsibilities to future HOA without 1-resolving unauthorized issues

Item/Issue #12: The *Applicant should not unilaterally assign current liabilities/responsibilities associated with the Madison Place 2 Conservation Easement to the HOA or any party without **1**-the details of what will happen (e.g. Mitigation Plan/Site Management Plan) 2-the funding for same and 3-in explicit HOA member/Party consent.*

Current **Meritage Homes of Mississippi Declaration of Covenants, Conditions, and Restrictions for Madison Place Phase 2, Article 15 Conveyance of Common Areas; Section 15.1**

1-Declarant Right to Convey Common Area: gives the Declarant, presumably Meritage Homes of Mississippi the self-assigned right to "convey Common Areas to the Association by quitclaim deed or other appropriate instrument as determined by the Declarant at is sole discretion, and says they may do it in phases;

2-Association shall accept title: the Association shall accept title to the Common Areas transferred to it and shall have no right to refuse to accept the title to Common Areas.

3-Cost and Expense of Coveyance: All costs and expenses of the conveyance shall be paid by the association

4-As Is Where is without representation: Association shall accept the common areas **"as is" "where is"** and without any representation, warranty, express or implied, infact 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.

5-Association and each owner by acceptance release Declarant: The association and each owner [dues paying member of the HOA], by acceptance of a deed or other conveyance of an interest in a lot, release declarant (presumably Meritage Homes of Mississippi) 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.

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June 29, 2026
Submitted via Email

To: Dylan Hendrix (USACE); Kaaren Neumann (USACE)
CC: Carrie Barefoot (MDEQ); Willa Brantley (MDMR); Jamie Becker (USEPA); Ahmad Dromgoole

Re: Request for After-the-Fact Individual Permit and Revised Joint Public Notice
Project: SAM-2004-003387-RCV; WQC2023033; DMR22-000663
Location: Madison Place Phase 2, Ocean Springs, Jackson County, Mississippi

This letter revises and expands upon my May 14, 2026 correspondence, which did not fully document all instances of non-compliance associated with the above-referenced permits. Additional information was presented to the USEPA on June 16, 2026, and subsequently shared with USACE and MDEQ.

Request
I respectfully request that the USACE, MDEQ, and MDMR:

1. Require the applicant to submit an **After-the-Fact Individual Permit application**; and
2. Issue a **revised Joint Public Notice** to enable full agency review and public comment.

A formal public review process is necessary to:

- Evaluate **mechanized land clearing exceeding permitted limits**, including impacts to wetlands adjacent to regulated tributaries of traditional navigable waters;
- Review proposed activities within **conservation easements**, including mitigation planning, covenant transfer, and long-term funding and management;
- Reassess and, if necessary, modify **Water Quality Certification WQC2023033**; and
- Address **unauthorized sediment discharges** to Section 10 waters associated with deficiencies in the Madison Place Phase 2 stormwater detention system.

Public Interest and Standing
Adjacent landowners, including myself and other residents of Madison Place Phase 1, have a direct and substantive interest in this matter. Without a public notice and review process, affected parties must rely on Freedom of Information Act requests to understand agency determinations after the fact.
A revised Joint Public Notice would ensure transparency and allow meaningful input on agency decisions that directly affect nearby properties and environmental conditions.

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Basis for Request

1. Unauthorized Activities and Non-Compliance

Evidence indicates that activities associated with SAM-2004-003387-RCV, WQC2023033, and potentially DMR22-000663 are not consistent with the June 15, 2023 Joint Public Notice.

Observations suggest:

- Unauthorized filling and alteration of wetlands and topography;
- Tree clearing extending beyond permitted limits and potentially beyond property boundaries (north of the site, east of Gibson Road).

2. Conservation Easement and Mitigation Plan

Residents were previously presented with a conservation easement mitigation concept (February 14, 2025 correspondence). However:

- A finalized mitigation plan has not been publicly reviewed;
- Adjacent landowners have not had an opportunity to comment;
- Long-term management, funding, and responsibilities remain unclear.

Given the direct impact on neighboring properties, public review is essential before finalizing any mitigation plan.

3. Long-Term Management and Fire Risk

Management of the conservation easement has implications beyond ecology, including:

- Fire risk (based on both professional experience and local history, including the 2019 fire event affecting nearby properties);
- Water quality;
- Property values, insurance considerations, and community governance.

These factors underscore the need for a transparent planning and review process.

4. Transfer of Covenant Responsibilities

The applicant should not be permitted to transfer conservation easement responsibilities to a homeowners association (HOA) without:

- Clear disclosure of obligations;
- Secured funding mechanisms;
- Explicit consent from affected parties.

Existing covenant language suggests the HOA could assume responsibilities "as-is," including costs and liabilities, without recourse. This warrants careful agency review and public input.

5. Stormwater Management Deficiencies (WQC2023033 Condition 4[1])

Condition 4 of WQC2023033 requires implementation and maintenance of the approved stormwater management plan.

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[1] See WQC2023033Condition 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.)

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However, field observations indicate:

- Detention pond structures and embankments are deteriorated and not functioning as designed;
- Erosion and structural deficiencies are present;
- Ongoing and prior **unauthorized discharges of sediment** to downstream Section 10 waters have occurred.

Because the June 15, 2023 public notice addressed only Section 404 discharges, a revised notice is necessary to evaluate these additional impacts and authorize corrective actions where appropriate.

Summary

A revised Joint Public Notice and After-the-Fact Individual Permit process are necessary to:

- Ensure compliance with federal and state regulatory requirements;
- Provide a complete administrative record;
- Allow meaningful public participation;
- Address environmental, legal, and community impacts associated with the project.

Relevant public interest factors include but are not limited to: conservation, environmental quality, wetlands, wildlife, floodplain values, land use, recreation, water quality, safety, and property impacts.

Clarification of Intent

I am **not requesting:**

- A halt to construction within the originally permitted footprint;
- Punitive enforcement actions.

I believe construction may proceed concurrently with appropriate agency review, provided that compliance issues are properly addressed through a transparent process. A comment letter for the City of Ocean Springs Final Plat Approval of Phase 2B is attached for your information.

Closing

Thank you for your time and consideration. I appreciate your review of this request and the supporting information. Please feel free to contact me with any questions.

Sincerely,
Steve Parker
Adjacent Landowner, Madison Place Phase 1
106 Westwind Court
Ocean Springs, MS 39564
Cell: 228-224-9057

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BY: .....

Attachment: Formal Objection to Final Plat Approval – Madison Place Phase 2B (PIDN: 60124060.000)

Amanda Crose

From: Jackie Meza <jackie.meza1@aol.com>
Sent: Wednesday, July 1, 2026 7:25 PM
To: Amanda Crose
Subject: Madison Place Drive Final Plat Approval Phase 2B

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BY: .....

My name is Jackie Meza and my husband and I reside in Madison Place. I wish to voice my strong opposition to the unconditional final plat approval for Phase 2B.

My primary concern is the massive financial trap and safety burden that will be handed directly to the homeowners. As the Phase 2 covenants are currently written, Meritage Homes is permitted to turn over massive conservation easements and failing stormwater infrastructure to our HOA 'as-is'. This completely releases them from liability and forces local residents to absorb hundreds of thousands of dollars in maintenance and repair costs. Our HOA fees will skyrocket annually just to fix a corporate developer's shortcuts. Why should we inherit 100% of the financial burden when we have been given 0% of the say?

Beyond the financial hit, this has completely disrupted our community and our safety. Like many of my neighbors, We, my husband and I, bought into Madison Place for the 'community first, nature-focused' setting. I am out walking my dogs, socializing with neighbors, and enjoying what used to be a beautiful environment. That is completely gone. Meritage Homes didn't just clear the land—they pushed past boundaries deep into the conservation easements.

To make matters worse, the existing easements directly behind our current residences are completely unmaintained. They are packed with overgrown brush, creating a massive, terrifying fire

risk right in our backyards—a danger that is compounded by the severe flooding risks caused by the developer's failing Phase 2 detention pond infrastructure. Who is responsible for managing this fire hazard? Right now, it feels like nobody is, yet the homeowners are expected to inherit it all.

If the developer is going to leave behind cleared acreage, then the community should have a say in what goes there. Why can't we demand a walking track around the detention pond? Why aren't we being offered parks or community green spaces in the areas they illegally cleared?

I am incredibly frustrated that the people who actually live here would be left with all the burden and none of the benefits. I urge this Board to **withhold unconditional plat approval**. Do not let Meritage Homes walk away until they fix the infrastructure, clear the fire hazards, and give this community a voice in the neighborhood we are paying for.

Thank you.

Sent from the all new AOL app for iOS

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, MOBILE DISTRICT
100 CANAL STREET
MOBILE, AL 36602-1901

June 15, 2026

South Mississippi Branch
Regulatory Division

SUBJECT: Notice of Non-Compliance, Department of the Army, File Number SAM-2004-003387-RCV, Meritage Homes of Mississippi, Madison Place Subdivision, Jackson County, MS

Meritage Homes of Mississippi
Attention: Mr. Jordan Bursch
Email Address: Jordan.Bursch@meritagehomes.com
1635 Popps Ferry Road, Suite A
Biloxi, MS 39532

Dear Mr. Bursch:

This letter is a Department of the Army (DA) Notice of Non-Compliance with the terms and conditions of the Restrictive Covenants associated with DA Permit SAM-2004-003387-RCV issued on October 17, 2024, for Madison Place Subdivision. The project is located near the intersection of Madison Place Dr and Gibson Rd; within Section 24, Township 7 South, Range 8 West; Latitude 30.414566° North and Longitude -88.744846° West; Ocean Springs, MS

Based on site inspections by U.S. Army Corps of Engineers (USACE), Mobile District, representatives on May 20, 2026, and June 11, 2026, it appears that work performed at the project site does not comply with the terms of the Restrictive Covenants on the preserved wetland area west of Gibson Road. Specifically, several areas within the protected site were mechanically cleared to bare soil, and no signage or marking was present around the perimeter of the protected area to prevent such activities (see attached photos). Therefore, the USACE, Mobile District, has determined that the above-referenced work is in non-compliance with Covenants 1c and 7 of the Restrictive Covenants recorded October 11, 2024 (attached).

Based on our investigation, action is required by you to resolve this non-compliance matter. Resolution may include, but is not limited to, submittal of an after-the-fact permit application, site restoration, and/or other measures as deemed appropriate to comply with Federal Law.

We are furnishing you an electronic copy of this letter at Jordan.Bursch@meritagehomes.com. A copy is also being provided to your agents: Ecological Asset Management, Attn: Mr. Randy Ellis at randy@ecologicalasset.com; and, Heinrich & Associates, Attn: Ms. Audra Mueller at audra.s@heinrichassociates.net. As our office has determined this matter requires enforcement action, we are also

furnishing electronic copies of this letter to the following agencies to solicit their views concerning resolution of this matter: Mississippi Department of Environmental Quality, Attn: Ms. Carrie Barefoot (WQC2023033), at CBAREFOOT@mdeq.ms.gov; and the Mississippi Department of Marine Resources, Attn: Ms. Willa Brantley (DMR22-000663), at Willa.Brantley@dmr.ms.gov.

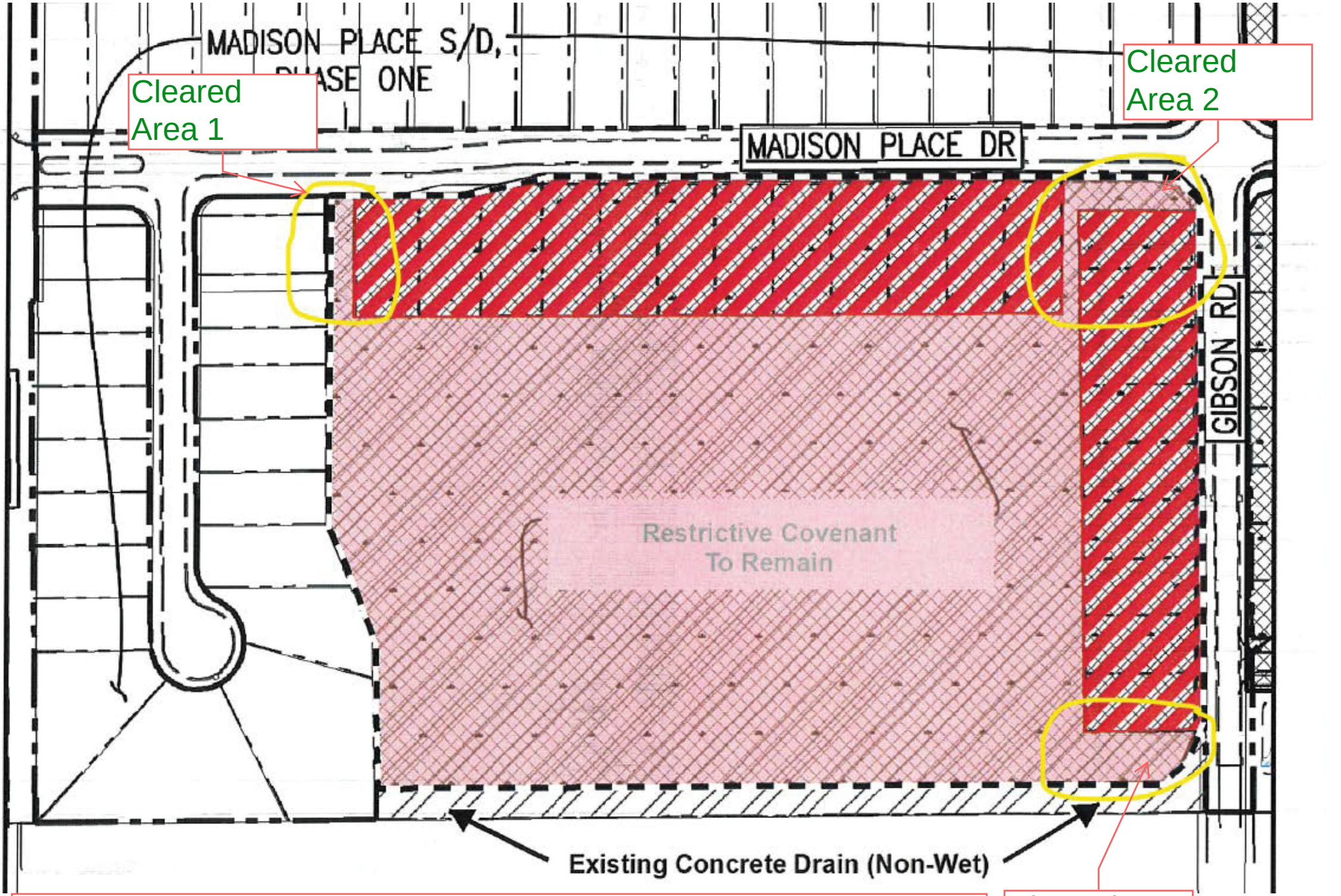
Nothing in this letter shall be construed as excusing you from compliance with other federal, state, or local statutes, ordinances, or regulations that may affect this work.

You must acknowledge, in writing, within 30 calendar days from the receipt of this letter, the proposed corrective actions that will be taken to achieve compliance with all terms and conditions of the Restrictive Covenants. Your written response must include a reasonable timeline to bring the work into permit compliance. If you have any questions, please contact Ms. Kaaren M. Neumann at (228) 386-8293 or e-mail at Kaaren.M.Neumann@usace.army.mil, and please refer to SAM-2024-03387-RCV in any future correspondence.

Sincerely,

Dylan C. Hendrix, Chief
South Mississippi Branch
Regulatory Division

Attachments



Wetland Impact/Preservation Map from 10/17/2024 Permit. Red areas = authorized wetland fill, Pink areas = wetland preservation.



View of Cleared Area 1 from Madison Place Dr. Photo taken facing southwest. Note surface soil disturbance, complete removal of vegetation, presence of utilities potentially within Restrictive Covenant parcel.



View of Cleared Area 2. Photo taken facing northwest from north end of Gibson Rd. Note surface soil disturbance and complete removal of vegetation within Restrictive Covenant parcel.



View of Cleared Area 2. Photo taken facing south from Madison Place Dr. Note surface soil disturbance and complete removal of vegetation within Restrictive Covenant parcel.



View of lot construction (Lots 13-21), left in background. Photo taken facing south from northeast corner of Restrictive Covenant area.



View of Cleared Area 3. Photo taken facing southeast from southwest corner of Lot 21. Note surface soil disturbance, complete removal of vegetation, presence of utilities potentially within Restrictive Covenant parcel.

OFFICIAL RECORDS JACKSON CO TY
Josh Eldridge
CHANCERY CLERK
RECORDING FEE: $39.
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ACOBB,DC Rcpt#27942

8

STATE OF MISSISSIPPI

COUNTY OF JACKSON

202424117 8 PGS

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 wit 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 Harrison

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

STATE OF MISSISSIPPI
LEA SPINKS
NOTARY PUBLIC
JACKSON COUNTY
My commission expires May 30, 2028
Commission number 471988

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°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°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°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°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°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°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°25'25"E 153.57 FEET TO A SET 1/2" IRON ROD; THENCE S85°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°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°02'34.9717" - SCALE FACTOR: 0.999950823) ALL SET 1/2" IRON RODS ARE CAPPED AND STAMPED WITH "MARTINO PLS 02838".

RESTORATION PLAN

MADISON PLACE SUBDIVISION

JACKSON COUNTY, MISSISSIPPI

This restoration plan is being proposed in response to the USACE Notice of Non-Compliance issued by the U.S. Army Corps of Engineers, Mobile District, on June 15, 2026, for unauthorized clearing within the preserved wetland area associated with File No. SAM-2004-003387-RCV. The purpose of this plan is to restore the affected area and return the site to compliance with the recorded Restrictive Covenants.

History and Project Background

In November 2000, the subject property was issued a permit to construct a 56-lot, single-family residential subdivision called Fox Hollow Subdivision in the corporate limits of Ocean Springs, Jackson County, Mississippi. Permit MS 99-00157-H authorized impacts to medium quality wetlands in the form of 10.9 acres of fill and an additional 1.5 acres for an on-site detention pond. Mitigation efforts for said permit consisted of a combination of credit purchase and preservation. 29 credits were purchased to offset 8 acres of wetlands at 3:1 and 1.2 acres at 4:1. The preservation portion of mitigation consisted of 23 acres of medium quality wetlands into a restrictive covenant; this area generated 3.6 credits (ratio of 7:1).

A permit issued in May 2019 (SAM-2004-03387-RCV), authorized the filling of 11.66 acres of wetlands to construct a 73-lot, single-family residential subdivision. Credit purchase was used to mitigate for unavoidable impacts to 5.31 acres of low quality pine savanna (10.62 credits) and 0.11 acres of medium quality bottomland hardwood wetlands (0.33 credits).

A modification to Permit SAM-2004-03387-RCV was issued in July 2024 to fill 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.

As of June 17, 2026, the project is under the ownership of Meritage Homes. During a compliance inspection, it was determined that unauthorized clearing had taken place within a previously established restrictive covenant. Miscommunication between the contractor and subcontractor resulted in the accidental clearing of three areas designated as restrictive covenant, totaling +/-0.47 acres. Cleared Area #1 encompasses +/- 0.09 acre, Cleared Area #2 encompasses +/- 0.18 acre, and Cleared Area #3 encompasses +/- 0.20 acre (Figure 2). Following discovery of the unauthorized clearing, Ecological Asset Management, LLC (EAM) was contracted to assist in bringing the project back into compliance.

To offset any damages and to protect the remaining wetlands indefinitely, EAM has advised the applicant to propose restoration of the affected portion of the restrictive covenant.

Mitigation / Wetland Enhancement Plan

Purpose

The purpose of this plan is to restore protected wetlands at Madison Place Subdivision within Restricted Covenant Area #1 (See Figure 2). This will be accomplished by immediate implementation of stabilization control measures and replanting and monitoring of the planted native vegetation.

Affected Environment

The area to be restored is located entirely within Restrictive Covenant Area "1" and consists of three disturbed areas totaling approximately +/- 0.47 acre. These areas are depicted in Figure 2 and are labeled Cleared Area #1, Cleared Area #2, and Cleared Area #3. At the time of the wetland delineation, these freshwater pine savanna wetland communities were dominated by *Pinus elliottii* (Slash Pine), *Magnolia virginiana* (Sweetbay Magnolia), and *Ilex coriacea* (Large Gallberry).

The applicant's proposed plan can be described in the following three tasks:

Task 1

Task 1, which is already complete as of the date of this document, involved the immediate stabilization of the site to prevent additional impacts to wetlands. This includes the stabilization of uplands adjacent to all impacted areas with silt fencing and seeding of slopes with native grasses to prevent erosion of silt into wetlands. Task 1 has already been completed by K Tucker Construction, LLC, on behalf of the applicant, and the site is now stable (see Figures 6-8).

Task 2

Task 2 involves the planting of native vegetation to reduce the recruitment of non-native and invasive species and to restore the native plant community to conditions characteristic of a pine savanna ecosystem. Natural revegetation of the herbaceous layer is anticipated to occur throughout the restoration area. However, Ecological Asset Management, LLC (EAM) recommends supplemental planting of *Pinus palustris* (Longleaf Pine) and *Magnolia virginiana* (Sweetbay Magnolia). The trees shall consist of nursery-grown, one-year-old bare-root seedlings and will be hand planted within the affected portions of the restrictive covenant area at a spacing intended to maintain an open canopy structure and promote the development of a diverse herbaceous groundcover. Additionally, signage shall be placed along the perimeter of the restrictive covenant at maximum intervals of 500 ft to discourage trespassing and activities that could impair restoration efforts.

The restoration effort is intended to establish vegetation structure and composition consistent with the U.S. Army Corps of Engineers, Mobile District's "Mitigation Performance Standards for

Wet Pine Flats" (USACE, 2003), which provide guidance for restoration and management of pine savanna communities. This task will be completed by K Tucker Construction, LLC, within 90 days of plan approval.

Task 3

EAM will monitor the progress within restoration areas quarterly and a report will be produced at the end of the required 1-year, post growing season, period.

Planted tree seedlings shall be inspected for survivorship and replaced as necessary unless natural succession is determined to be providing adequate recruitment of native woody species. Invasive vegetation shall be controlled or removed if found to inhibit establishment of native species.

References

Ecological Asset Management, LLC (EAM). 2021. Wetland Delineation Report. "+/- 53-Acre Madison Place Subdivision," Ecological Asset Management, LLC, Bay St. Louis, MS.

US Army Corps of Engineers, Mobile District (USACE). 2003. "Mitigation Performance Standards for Wet Pine Flats." Regulatory Division, U.S. Army Corps of Engineers, Mobile, AL.

Authorized signatures for the Wetland Restoration Plan:

Name: Randy Ellis Date: June 30, 2026

Randy Ellis
Preparer of Wetland Restoration Plan
Ecological Asset Management, LLC

Name: Signed by: Jordan Bursch 947825AD80F04E6... Date: 6/30/2026

Jordan Bursch
Director of Land, Gulf Coast
Meritage Homes

Name: Date: 2026.07.01 12:06:35 -05'00' Date:

Kaaren M. Neumann
Project Manager
Mobile District, Regulatory Division

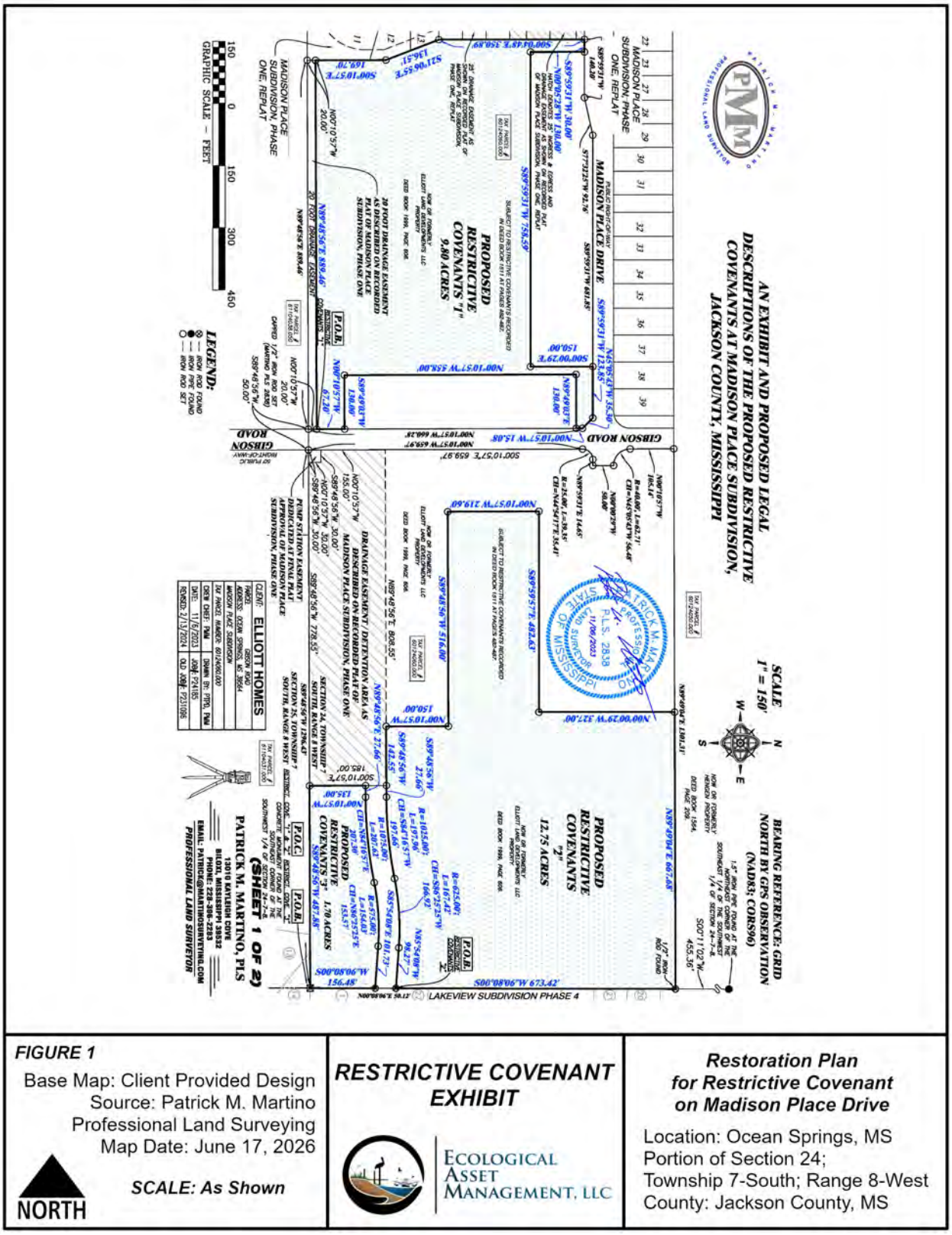


FIGURE 1

Base Map: Client Provided Design
Source: Patrick M. Martino
Professional Land Surveying
Map Date: June 17, 2026

SCALE: As Shown

NORTH

RESTRICTIVE COVENANT EXHIBIT

ECOLOGICAL ASSET MANAGEMENT, LLC

Restoration Plan for Restrictive Covenant on Madison Place Drive

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

Figure 1: Approved Restrictive Covenant Exhibit (February 13, 2024).

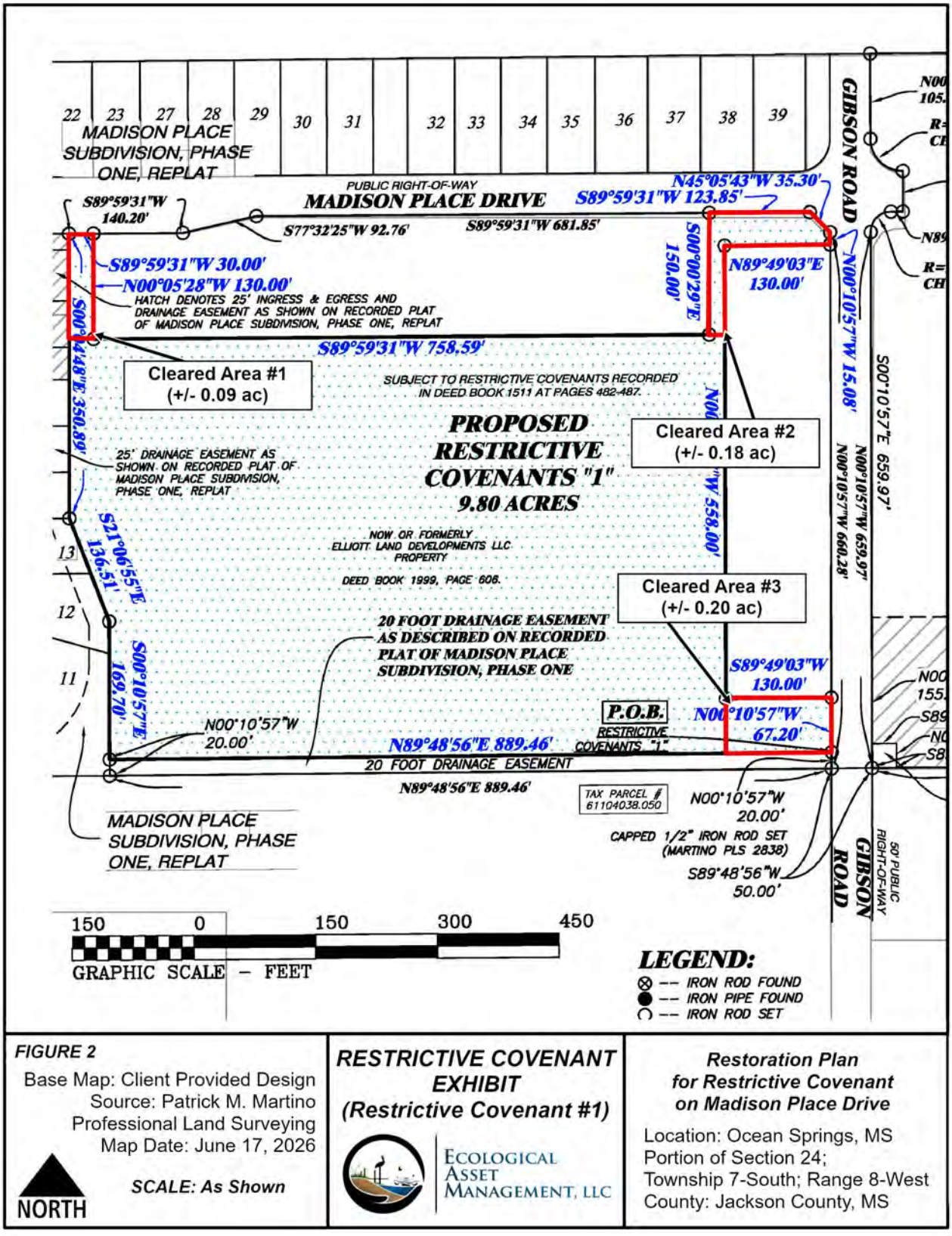


Figure 2: Exhibit of Restrictive Covenant #1 (June 17, 2026).

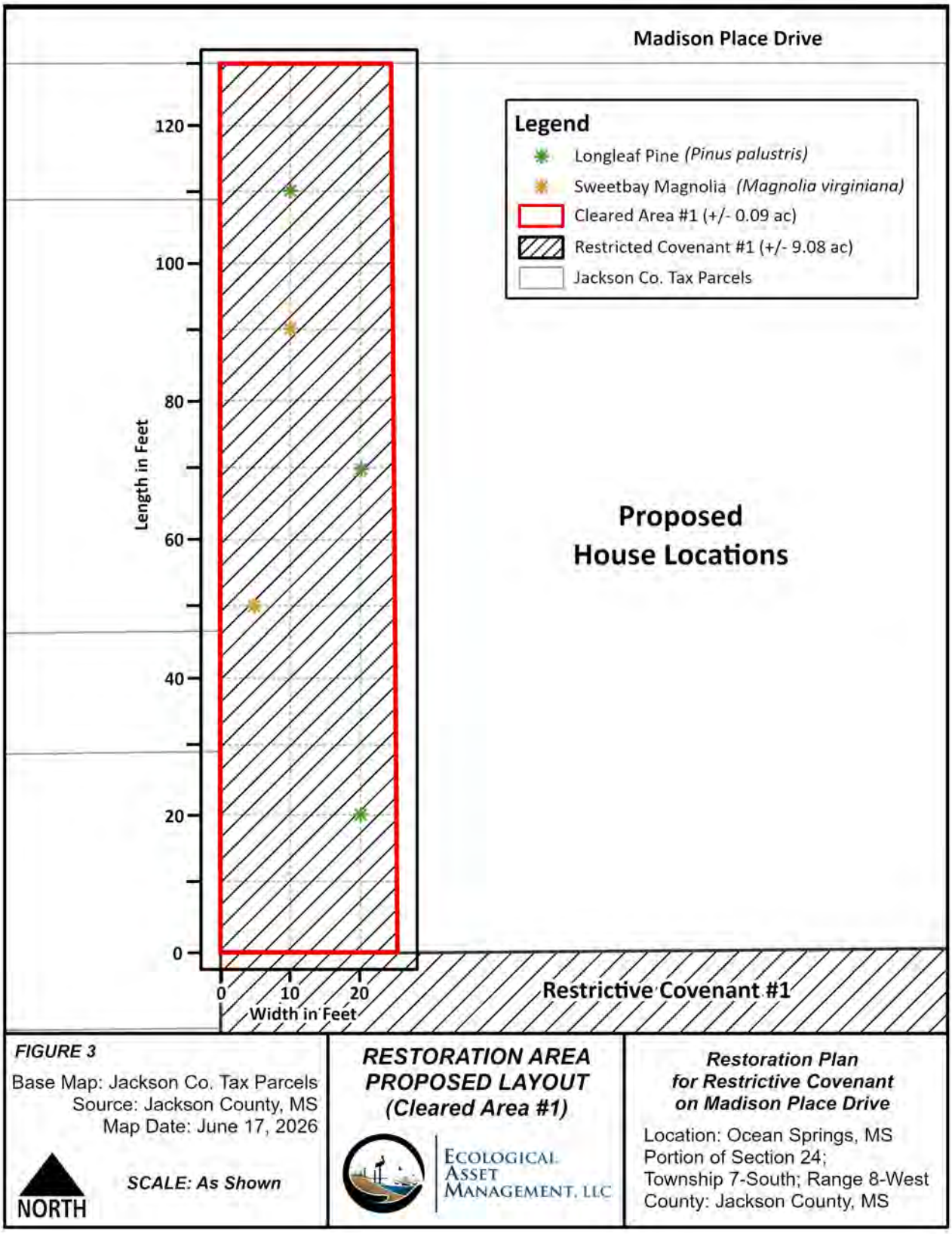


Figure 3: Cleared Area #1 Proposed Layout (June 17, 2026)

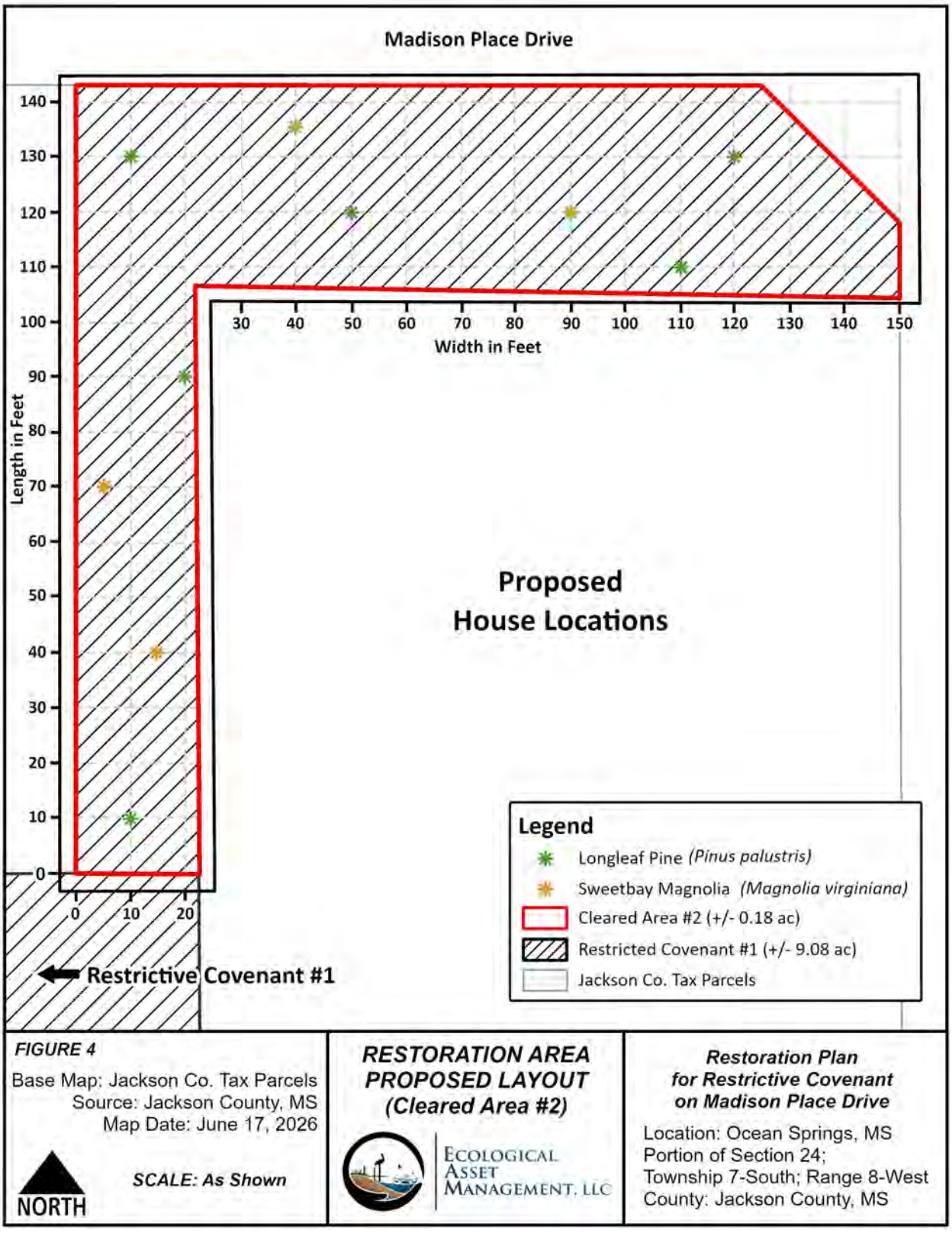


Figure 4: Cleared Area #2 Proposed Layout (June 17, 2026)

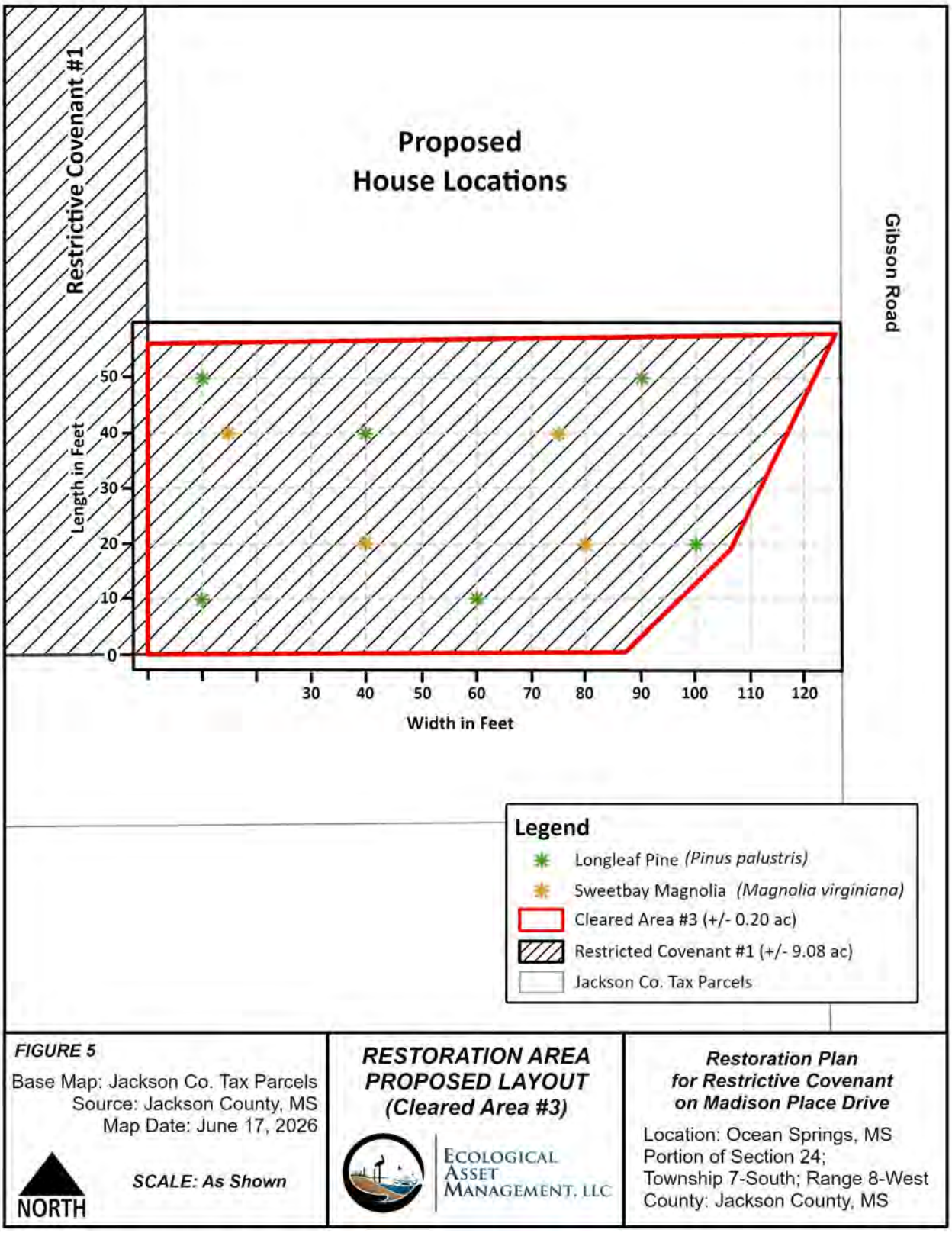


Figure 5: Cleared Area #3 Proposed Layout (June 17, 2026)

Appendix A

Photographs of Site Condition



Figure 6: View of Cleared Area #1 with USACE Comments (June 2026)



Figure 7: View of Cleared Area #2 with USACE Comments (June 2026)



Figure 8: View of Cleared Area #3 with USACE Comments (June 2026)

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS

401 Cowan Road, Suite A
Gulfport, MS 39507
228-864-7612

131 Rue Magnolia
Biloxi, MS 39530
228-436-7612

3221 Market Street
Pascagoula, MS 39567
228-436-7612

www.bmaengineers.com

July 9, 2026

Ms. Amanda Crose
City of Ocean Springs – Planning Department
1014 Porter Avenue
Ocean Springs, MS 39564

RE: Madison Place Subdivision
Phase 2 Platting
Ocean Springs, Mississippi

Ms. Crose:

A field investigation was conducted on July 8, 2026, to review the stormwater improvements associated with Madison Place Phase 2. The developer elected to submit the final plat in multiple phases. At this time, no stormwater improvements have been completed in conjunction with Phases 2A or 2B. Construction of the Phase 2C improvements is currently underway and includes the two new drainage crossings along the proposed Pinehaven Drive.

The remaining stormwater improvements shown on the approved plans have not yet been constructed but are necessary for the detention basin and overall stormwater management system to function as designed. Prior to approval of any subsequent final plat, it is recommended that these improvements be completed and inspected. These improvements include reconstruction of the damaged outlet weir within the detention basin, construction of the proposed emergency overflow structure and overflow channel, and completion of the remaining drainage improvements shown on the approved construction plans.

The approved hydrologic and hydraulic analyses were prepared for the fully developed condition of the subdivision and met the City's adopted design criteria. The phased recording of final plats does not alter the approved drainage design or increase the design runoff beyond that previously evaluated. The remaining improvements are intended to complete the approved stormwater management system and will be reviewed for compliance as part of future phase approvals. Based on the approved drainage design and the scope of the Phase 2B final plat, additional hydrologic or hydraulic modeling is not warranted as a condition of this plat approval. Any future modifications to the approved drainage design would require engineering review and approval by the City prior to implementation.

Sincerely,

Nick Gant, PE
Project Engineer

S:\!Permanent (Old P Drive)\3651 OS Gen Eng Services\Final Plat\Madison Place, Ph 2B\Site Visit 20260708.docx

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228-436-7612

www.bmaengineers.com

July 28, 2026

Ms. Amanda Crose
City of Ocean Springs – Planning Department
1014 Porter Avenue
Ocean Springs, MS 39564

RE: Madison Place Subdivision
Phase 2 Platting
Ocean Springs, Mississippi

Ms. Crose:

A follow-up field investigation was conducted on July 28, 2026, to review the stormwater improvements identified in our correspondence dated July 9, 2026. During the previous inspection, several outstanding improvements were identified that were necessary for the detention basin and overall stormwater management system to function as designed.

Based on the follow-up inspection, our observations indicate that the outstanding stormwater improvements associated with the detention basin have been completed generally in accordance with the approved construction plans. The reconstructed outlet weir, emergency overflow structure, overflow channel, and associated drainage improvements were observed to be complete and consistent with the approved plans.

Based on these observations, the previously identified stormwater improvements have been addressed and, from a stormwater perspective, are no longer considered to be an impediment to future phase approvals. Final acceptance remains subject to the City's normal inspection and approval procedures.

During the follow-up inspection, minor erosion was observed along a portion of the detention basin side slope. Although this condition does not appear to affect the functionality of the stormwater management system and is not considered an impediment to future phase approvals, placement of riprap or other suitable erosion protection along the affected area is recommended to help stabilize the slope and minimize the potential for future erosion.

Please feel free to contact me if you have any questions or require any additional information.

Sincerely,

Nick Gant, PE
Project Engineer

S:\!Permanent (Old P Drive)\3651 OS Gen Eng Services\Final Plat\Madison Place, Ph 2B\Site Visit 20260728.docx









MEMORANDUM

To: Mayor & Board of Aldermen

From: Amanda Crose, Planning Director

Re: Approve the request for a Residential Short-Term Rental Permit at 115 Watersedge Lane - PIDN: 61490006.000; PC recommends approval

Section: CONSENT AGENDA

Meeting Date: August 4, 2026

On Tuesday, July 14, 2026, the Planning Commission (PC) held a Public Hearing to consider a request for a Short-Term Rental Permit located at 115 Watersedge Lane. The property is located in Ward 4 and zoned R-1 Low Density Residential and is located within the City-Wide Zone for short-term rental permits. Approval of this permit would constitute 57 out of 60 available permits within the City-Wide district.

After inspection, the maximum occupancy of 6 guests and a maximum number of 4 vehicles were approved. If the short-term rental permit is approved, the applicant would be required to update the submitted guest rules to reflect 6 occupants rather than the proposed 10, and update the parking plan to reflect 4 parking spaces approved during the inspection rather than the proposed 6 in the application.

The local property manager is the owner, Kelly Williams, and is located within 2 miles of Ocean Springs city limits.

One opposition letter was received prior to posting the public agenda and four additional opposition letters were accepted at the Planning Commission Meeting. In addition, three additional opposition letters were received after the Planning Commission meeting and are included in this packet. Two letters were from Sandra Thames and one letter was from Brenda Higginbotham.

Three residents in attendance at the Planning Commission meeting spoke in opposition, including Ben Kahlmus, Will Earthman, and Josh Walzuk.

The owner and applicant, Ms. Williams, was in attendance and addressed questions from the commission. She stated she inherited the home from her parents and hopes to preserve it until she can move there in the future. She stated operating the property as a short-term rental would help cover the cost of the property taxes and maintenance costs while still allowing her family to utilize the home during the holidays.

After reviewing the application and hearing public comments, Commissioner Marshall Johnson, seconded by Nicolaus Geiser, recommended approval of the Short-Term Rental Permit at 115 Watersedge Lane, subject to annual renewal, compliance with the City of Ocean Springs Short-Term Rental regulations, a maximum occupancy of six persons, and a maximum of four vehicles. The motion carried unanimously.

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

PLANNING COMMISSION REPORT

PUBLIC HEARING DATE: July 14, 2026

APPLICANT: Kelly A. Williams

OWNERS: Kelly A. Williams

LOCATION: 115 Watersedge Ln – Ward 4
Lot 6 Watersedge Subdivision

PARCEL NUMBER: 614900**06.000**

REQUESTED ACTION: Residential Short-Term Rental Permit

DATE OF APPLICATION: March 4, 2026



Figure 1. Planning Commission Signage

I. DESCRIPTION OF REQUEST

Requesting a permit to operate a short-term rental that allows rental usage for less than (30) thirty consecutive days.

II. ZONING/LAND USE

Subject Property: R-1 Low Density Single Family Residential – single family dwelling



Figure 2. Subject Property and Adjacent Zoning District

III. SHORT-TERM RENTAL DISTRICT

City-Wide Zone: This property would constitute 57 out of 60 available permits.

IV. FINDINGS

- **Local Property Manager:** The property will be managed by the owner, Kelly Williams, who has an address of 2720 Government St.
- **Application:** Submittal is complete and was received prior to the deadline. A copy of the rental agreement is attached for consideration.
- **Homeowner's Association:** The property is not located in a covenant-restricted subdivision and does not have an active homeowner's association.
- **Liability Insurance:** The signed application states that the liability insurance for the property does not exclude short-term rentals from coverage, as well as conformance with building code and zoning requirements. There are no deed restrictions and taxes are current.

- **Fee:** The inspection fee of $25 was provided with the application. The remaining $476 is due if approved by the Board of Aldermen and prior to issuing permit.
- **Notice via Standard Mail:** The notice of Public Hearing was mailed to property owners within 500 feet of the subject property, on June 26, 2026. The distribution included the name of the applicant, notice of the hearing date, time and location, and a summary of Frequently Asked Questions regarding short-term rentals. All advertising requirements have been met.
- **Publication:** Notice of the Public Hearing was advertised at least 15 days prior to the date of the hearing per ordinance on June 28, 2026. Additionally, the required yard sign was placed on June 26, 2026.
- **Inspection:** The property was inspected for all required elements on May 27, 2026, and was approved. The inspection form is attached for review.
    - **Maximum Occupancy:** Maximum occupancy of **6** was approved by the Fire Marshall during the inspection.
    - **Maximum Number of Vehicles:** Maximum number of **4** vehicles were approved by the Building Official during the inspection.
- **Guest Rules:** The guest rules were posted and visible during the property inspection. *The guest rules state maximum occupancy of 10; however, the passed inspection only approved 6. If approved by the Board of Aldermen, this will need to be updated and submitted to the Planning Department before issuance of a permit.*
- **Parking Plan:** *The parking plan provided indicates 6 vehicles. If approved, the plan must be updated and submitted to the Planning Department before issuance of a permit.*
- **Code Violations:** No code violations received.

V. PUBLIC FEEDBACK

- 1 opposition letter was received via mail from Natalie Colle on July 8, 2026

VI. POTENTIAL MOTION

To recommend **approval** of the short-term rental permit located at 115 Watersedge Ln with an annual renewal and compliance with the City of Ocean Springs STR Ordinance.

– OR –

To recommend **denial** of the short-term rental permit located at 115 Watersedge Ln.

rawilliams@oceanspring-ms.gov

RECEIVED
MAR 0 4 2026
BY: E. Dill

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

RESIDENTIALLY ZONED SHORT TERM RENTAL ANNUAL PERMIT APPLICATION

Application Date: _____ A $25.00 reinspection will be charged if the inspection is missed.

REQUIRED ATTACHMENTS:

FEES: $501 (NON-REFUNDABLE) ~ Application Fee Effective 10/1/2024– *$25 must be paid at the time application is submitted, Remaining $475 is due when permit is approved ~ Administrative Fee: $1.00 (per Ordinance 2022-17 following the requirements of Section 25-60-5 MS code Annotated)*

- ☐ *Completed Application*
- ☑ *Warranty Deed*
- ☑ *Copy of Proposed Rental Agreement*
- ☑ *Proposed Parking Plan – Sketch*
- ☐ *Copy of rules, including trash management and reference of the city's noise ordinance (available upon request), to be posted inside unit*
- ☐ *Affirmation of Code Compliance – Ord.2015-11 (Section 401.3(10)) – Attached.*
- ☐ *~~Standard mailout fee will be calculated during the review process and must be paid prior to scheduling of the public hearing~~*
- ✓ **Properties will be reviewed and inspected prior to scheduling the public hearing date and sending the required notices.**
- ✓ **Permits are renewed annually and are not transferable to new ownership.**
- ✓ **Renovations must be completed prior to applying**

REQUIRED: RENTAL PROPRTY INFORMATION:

- **Address of Rental Property:** 115 Watersedge Lane
- Parcel Identification Number: 61490006.000 Number of bedrooms: 3
- Proposed maximum # guests: 6 Number of existing off-street parking spaces: 6
- Is this property located in a covenant-restricted subdivision? ☐ Yes ☑ No ~ ***If yes, a copy of the covenants must be included.***

PROPERTY OWNER – Name: Kelly A. Williams
Address: 2720 Government Street, Ocean Springs, Ms. 39564
Phone No. (228) 217-6959 Email: bodebts@hotmail.com
OWNER SIGNATURE: Kelly A. Williams

LOCAL PROPERTY MANAGER – *[Must RESIDE within two (2) miles of the OS City Limits]*
Name: Owner Kelly A. Williams
Address: same as above
Phone No. _____ Email: _____

Is the Property Manager OR the Owner the best contact for scheduling Inspections? Choose One...

Owner – initial to indicate receipt:

Copy of Current Short-Term Rental Ordinance Received: KW *(initials)*

Physical Inspection of Property:

- All applicable fire and health codes as would apply to a commercially zoned structure must be compliant.
- As part of the review process, an inspection will be scheduled to determine that all physical requirements are met per the ordinance
- Inspection will also include but are not limited to: adequate parking, proposed occupancy, number of vehicles allowed, location of garbage storage, posting of rules, etc. (per *most current* Inspection Checklist dated:**2/08/18***)*

Affirmation of Codes/Regulations

I, (print name) Kelly A. Williams, 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 parcel(s).
3. Per Section 2.C.5 of Ordinance No. 2015-11, I will obtain a Mississippi State Sales Tax License through the MS Dept. of Revenue to pay all city, county, and state taxes required by law.
4. The property included in this application is in compliance with all applicable building codes, zoning requirements, and deed restrictions and/or covenants.
5. The Homeowner's liability insurance does not exclude short term rentals from coverage.
6. Any existing mortgage or deed does NOT prohibit use of property as a short term rental.
7. Proper documentation of covenants that may restrict use of the property as a short rental and/or a letter of support from the HOA has been provided.

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

Owner(s) Name: Kelly A. Williams

Parcel ID(s): 61490006.000

Date Property Acquired: 3-07-25

Owner's Signature Kelly A. Williams **Date** _____

Office Use Only

Date of Inspection:_____ Result of Occupancy Inspection: _____

Maximum Occupancy Determination:_____ *(attached)*

Maximum Parking Spaces:_____ Permit Renewal Date:_____

PC Public Hearing Date:_____ BOA Approval Date:_____

ENHANCED LIFE SAFETY FOR OCCUPANCY EGRESS:

(RESIDENTIAL & COMMERCIAL ZONED SHORT-TERM RENTALS & BED & BREAKFASTS)

The following items must be complete and inspection passed prior to approval of any Short-Term related enterprise. ***Additional Code requirements may apply from other Departments.***

Before an occupancy inspection is scheduled, please make sure the following items have been completed. *Someone must be present at the time of inspection.*

All Occupancy Inspections are scheduled Monday – Thursday at 10am

- Type 2A 10BC fire extinguishers – placed in a location visible to occupants and *mounted to the wall.*

  NOTE: maximum travel distance to a fire extinguisher is 75 feet – additional fire extinguishers may be required on each floor.
- Emergency lighting – *hardwired with battery backup* (not "exit" lighting) in locations that will allow adequate illumination in case of emergency or power outage.
- Address clearly displayed on the outside of the building. This must be visible from the street. In locations not visible from the street, a pilaster or signage must be placed at the street – not to exceed 1 square foot.
- All Main and Distribution panel boxes must have all circuits labeled properly.
- Smoke detectors must be installed in all sleeping areas and corridors leading to sleeping areas. SMOKE DETECTORS MUST BE INTERLOCKED EITHER BY HARD-WIRED OR WI-FI SYSTEM. *IF a residence has gas service, all locations must also include Carbon Monoxide Detectors* (outside bedrooms). If there is an attached garage, a carbon monoxide detector must be installed in that location separately.
- Adequate garbage receptacles and storage locations.
- Stove must have a no-tip device installed.
- Adequate emergency egress from all rooms within the residence. Sleeping areas must have two (2) means of egress. *If there it is a two-story structure, or has windows over 78", it is required to have an emergency escape ladder.)*
- No exposed wiring.
- All outlets within 6 feet of any water source must be on a GFCI circuit or have that type of outlet installed.
- Adequate off-street parking for guests. No designated parking will be allowed on grassy surfaces or on streets.
- Extension cords shall not be substituted for permanent wiring in any case. Multi-plug electrical adaptors are prohibited unless they are overcurrent protected (surge protected).

OWNER SIGNATURE: Kelly A Williams DATE: 3-4-26

Bobby Cox | Mayor | Kevin Wade | Alderman Ward 3
Matthew Hinton | Alderman at Large | Shannon Pfeiffer | Alderman Ward 4
Steve Tillis | Alderman Ward 1 | Rob Blackman | Alderman Ward 5
Karen Stennis | Alderman Ward 2 | Julie Messenger | Alderman Ward 6

www.oceansprings-ms.gov

Short-Term Rentals (STR's) FAQ's

1. There are two different types of permits for short-term rental, **Residential Short-Term R ental** permit and **Commercial Short-Term R ental** permit.
2. There is a City map that you can look up what short term rental zone you are located in https://atlas.geoportalmaps.com/os
3. There are three zones for the city-wide zone, Short-Term Rental Density zone and the Downtown Overlay District zone.
4. There is a cap on all residential short-term rental permits of **115** (City-Wide & Density Zone). There is no cap on commercial short-term rentals or Residential Downtown Overlay District.
5. The permits are renewed annually. **PLEASE NOTE: Your permit must be in the process of renewal BEFORE its expiration date.**
6. You can be placed on a waiting list, but Staff cannot predict when a spot will come up.
7. The permit **MUST** be displayed in the unit to be compliant with the current ordinance.
8. If this is a new permit: The permit must be taken to the Tax Counter to request a privilege license.
9. If the permit is a renewal or a new permit, you will be required to secure or renew your privilege or business license. The privilege license should be displayed on site. The Tax Department can be contacted at 228-875-4236.
10. Sales Tax, 1 of 2 scenarios:
    a. One of the common platforms to rent is AIRBNB and VRBO.
    b. Other renting methods will require registration with the State Department of Review to receive a Tax License.
    c. The applications for both the commercial and residential permit are located in the Tax Department of City Hall
11. Please do not call for an inspection if you are not ready for an inspection. If you fail, your inspection you will be charged a re-inspection fee. After 3 failed inspections, we will require you to start the process over as a NEW Short-Term Rental
12. Please turn in your application and fee of $501.00 per permit, with the following attachments. All inspections are scheduled for M-Th Only. ****All fees are Non-Refundable****
13. Residential new short term rental permits require Planning Commission and Board of Alderman approval, renewals do not require a public hearing.
14. Your property will be posted with a sign from the Planning Commission and notices will be sent out to the adjacent neighbors. **DO NOT** remove the sign, or you will be charged. You will be billed for public mailers and theinvoice **MUST** be paid prior your Planning Commission Meeting.
15. Someone will need to be at the Planning Commission and Board of Alderman to answer any questions. The application is not approved until the Board of Alderman has voted on it.
16. Permits are not mailed, Once issued, it **MUST** be picked up within **10** business days from the Planning Dept

ADDRESS: 115 Watersedge Dr iWorQ Permit#: 11151

PLANNING DEPARTMENT
P.O. Box 1800 / Ocean Springs, MS. 39566
Phone 228-875-4415 Fax 228-872-5427

RESIDENTIALLY-ZONED SHORT TERM RENTAL – OCCUPANCY INSPECTION FORM

Before requesting an occupancy inspection from the Building Official and the Fire Marshall, please make sure the following items have been completed. Someone must be present at the time of inspection.

All Occupancy Inspections are done at 10am

The following items must be complete prior to inspection:

- Type 2A 10BC Fire Extinguishers (Maximum travel distance 75 ft.)
- Emergency Lighting hardwired battery backup
- Address on Building
- Breaker Box needs to be labeled
- Outlet and switch plate covers need to be installed. (GFCI Circuits within 6 ft. of water source)
- No exposed wiring
- Adequate emergency egress
- Operable windows in sleeping areas
- Guest rules (noise, garbage, etc.) must be visibly posted.
- Adequate garbage receptacles
- Smoke detectors in all bedrooms and hallways.
- Carbon monoxide detectors if there is gas service.
- Identified # of Bedrooms: 3
- Proposed # of Guests: ~~10~~ 8
  Approved # of Guests per OSFD: 6
- Proposed # of vehicles: 6
  Approved # of vehicles per OSFD: 4

Property Owner: Kelly Williams Phone #: 2282176959
Contact Name: _____ Phone #: _____

Date of Inspection: 27-MAY-2026

COMMENTS: _____

☐ **PASSED**

Building Official: _____ **Fire Marshall:** _____

Property Owner: Kelly A. Williams

Fire Marshall Not Present ☑

VACATION RENTAL SHORT TERM LEASE AGREEMENT

This Vacation Rental Short Term Lease Agreement (this "Agreement") is made by and between Kelly A. Williams ("Owner") and _____ ("Guest") of the date last written on the signature page of this Agreement. Owner and Guest may be referred to individually as "Party" and collectively as "Parties." For good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. Property. The property is described as a house with three (3) bedrooms and two and five tenths (2.5) bathrooms located at 115 Watersedge Lane, Ocean Springs, MS 39564 (the "Property"). The Property is owned by Owner. The Property is fully furnished by Owner and equipped for light housekeeping. The following amenities are included in the Property:

- Refrigerator
- Microwave
- Washer
- Wifi
- Linens
- Dryer
- Pool
- Card Table

A starter supply of household cleaning and hygiene products may be available in the Property for use. Guest is responsible for purchasing any additional supplies and all food and beverages.

2. Rental Party. All persons in the rental party will be bound by the terms of this Agreement. Only persons listed on this Agreement may stay in the Property. "Rental Party" means Guest plus the following persons:

First Name & Last Name	Relationship to Guest
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The total number of adults in the Rental Party will be _____. The total number of children in the Rental Party will be _____.

3. Maximum Occupancy. The maximum number of persons allowed to stay in the Property is limited to six (6), unless the Owner gives prior written consent. A charge of _____ per person per night will be assessed for each person who stays in the Property in addition to the Rental Party. Guest will be charged without notice for additional persons staying in the Property and not disclosed to Owner.

4. Visitors. A visitor is an occupant of the Property who is not staying overnight. The total number of persons permitted in the Property at any given time, including visitors, is twelve (12). Any visitor staying overnight is subject to additional charges.

5. Rental Period & Check-In. The term of this lease will be from _____ ("Arrival Date") to _____ ("Departure Date"). The Property will be ready for Guest's occupancy beginning at 2:00 PM on the Arrival Date and the Property must be vacated by 10:00 AM on the Departure Date, unless otherwise agreed by Owner. If Guest or any member of the Rental Party remains on the Property beyond the Departure Date, Guest will be responsible to pay the rental rate prescribed in Section 8 below for the period of time between Departure Date and the actual date Guest and all members of the Rental Party vacate the Property. The Property requires a two (2) night minimum stay.

6. Keys & Access Codes. Owner will provide Guest with _____ key(s), which will unlock the front door to the Property. Guest is not allowed to make duplicate keys. A fee of _____ will be charged to Guest for failure to return a key. Any attempt to access a locked area is just cause for immediate termination of this Agreement, forfeiture of all rent paid, and Guest will be liable for any missing items or damage. Owner will provide Guest with access codes to the Front door.

7. Rental Rules & Restrictions. Guest agrees to abide by the following restrictions by Owner (the "Rules"):

(A) No smoking inside the property
(B) No pets allowed on the property
(C) Quiet hours are from 10:00 PM to 8:00 AM
(D) Trash must be disposed of properly
(E) Refrigerator must be cleaned out properly

If any person in the Rental Party fails to follow any of the Rules, the Rental Party may be asked to vacate the Property and Guest will forfeit all rent paid.

8. Reservation Deposit and Payment. Guest agrees to pay the rent and fees described below (the "Total Amount Due"). A deposit in the amount of $300.00 (the "Reservation Deposit") is due and payable upon return of this signed Agreement in order to secure Guest's reservation. The Reservation Deposit is non-refundable and will be applied toward the rental rate. Payment in full of the following fees, less the Reservation Deposit, will be due within seven (7) days before the Arrival Date.

Rental rate of $300.00 x _____ days	_____
Cleaning service fee	$150.00
State and local sales/rental taxes (9%)	_____
Total Amount Due	**$150.00**
(Less Reservation Deposit due immediately)	($300.00)
Total Balance Due	**-$150.00**

Acceptable payment methods are:

- Debit card
- Credit card

9. Security Deposit. Owner reserves the right, at its discretion, to charge a security deposit at the time of reservation in the amount of _____. This deposit will be refunded after Guest's departure and an inspection of the Property by Owner, less any deductions for damage to the Property or furnishings, excessive mess requiring additional cleaning or other costs incurred outside the normal course due to Guest's stay.

10. Cancellation. Guest may cancel the reservation at least fourteen (14) days before the Arrival Date, and receive a refund on the Reservation Deposit.

11. Cleaning. A cleaning fee of $150.00 will be charged to the Guest. Daily housekeeping services are not included in the rental rate. Throughout the rental period, Guest will be responsible for keeping the Property clean and in good condition. Any unsafe or dangerous condition must be reported to Owner immediately. Guest acknowledges that on the Arrival Date, the Property is in good condition, except for any defect Guest may report to Owner by the end of the first day following the Arrival Date. The Property should be left in the same condition as it was found by Guest on the Arrival Date. Guest promises to leave the Property in good repair.

12. Furnishings. The following furnishings will be provided with the Property:

- Queen Bed; 1 Television
- Full Bed
- King Bed; 1 Television

Furnishings are subject to change without notice. Furniture, bedding, kitchen equipment, utensils, and any other personal property supplied with the Property must not be removed from the Property. Loss of any items within the Property or damage to the Property or furnishings in excess of normal wear and tear will be charged to Guest. The Property will be inspected by Owner after Guest's departure. All contents of the Property are the property of Owner. If an item should break, Guest must notify Owner immediately. Guest is not permitted to alter the wiring of any television, computer, or gaming equipment.

13. Parking. Parking is limited to six (6) spaces. Guest may only park in designated parking area. Any illegally parked cars may be subject to towing and/or fines.

14. Mechanical Failures. Owner attempts to properly maintain the Property. While all electrical and mechanical equipment within the Property are in good working order, Owner cannot guarantee against mechanical failure of electrical service, stopped plumbing, water supply, heating, air conditioning, audio visual equipment, internet access, cable service, or appliances. Guest agrees to report any inoperative equipment or other maintenance problem to Owner immediately. Owner will make every reasonable effort to have repairs done quickly and efficiently. Guest will allow Owner or a person permitted by Owner

access to the Property for purposes of repair and inspection. Owner is not responsible for any inconvenience that may occur and no refunds or rent reductions will be made due to failure of such items.

15. Acts of God. If there is a storm or severe weather and a mandatory evacuation order is issued by state or local authorities, Guest shall be entitled to a prorated refund for each night Guest is unable to occupy the Property. Owner will not be liable or deemed in default under this Agreement for any failure to perform or delay in performing any of its obligations due to or arising out of any act not within its control, including, without limitation, acts of God.

16. Limitation on Liability. Owner is not responsible for any accidents, injuries or illness that occur to any member of the Rental Party or Guest's visitors while in the Property or on the Property. Owner is not responsible for loss of personal belongings or valuables belonging to any member of the Rental Party or any of Guest's visitors. Guest agrees to assume the risk of any harm arising from use of the Property. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, INCLUDING TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL OWNER BE LIABLE TO GUEST OR ANY OTHER PERSON FOR ANY DAMAGES OF ANY NATURE WHATSOEVER INCLUDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR GUEST'S RENTAL OF THE PROPERTY OR USE OF THE PROPERTY. IN NO EVENT WILL OWNER BE LIABLE FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF OWNER SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

17. Indemnification. Guest acknowledges that the use of the Property by the Rental Party and Guest's visitors is entirely at their own risk. Guest will indemnify and hold harmless Owner from any and all expenses, costs, damages, suits, actions, or liabilities whatsoever arising from or related to any and all loss of or damage to personal property, including injury or death resulting from the use or occupancy of the Property or the failure of any member of Rental Party or Guest's visitors to observe the rules and restrictions set forth in Paragraph 7.

18. Violation of Agreement. If Guest or any member of the Rental Party violates any of the terms of this Agreement, including but not limited to maximum occupancy, visitors and rental rules and restrictions, Owner may evict Guest and the Rental Party from the Property and Guest will forfeit all rent and security deposit paid.

19. Governing Law. This Agreement and all transactions contemplated by this Agreement will be governed by, and constructed and enforced in accordance with the laws of the State of Mississippi (not including its conflicts of laws provisions). Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

20. Amendments. This Agreement may be amended or modified only by a written agreement signed by both Owner and Guest.

21. No Waiver. Neither Owner nor Guest shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

22. Severability. If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

23. Notices. Any notice or communication under this Agreement must be in writing and sent via one of the following options:

- Email
- Text message

24. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon Owner, its successors and assigns, and upon Guest and its permitted successors and assigns.

25. Entire Agreement. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all other negotiations, understandings and representations (if any) made by and between the Parties.

SIGNATURES

Owner Signature	**Guest** Signature
Kelly A. Williams **Owner** Name	_____ **Guest** Name
_____ Date	_____ Date

Vacation Rental/Short Term Lease Agreement Booking Confirmation

Dear _____,

Thank you for selecting our property for your vacation.

The property is located at: 115 Watersedge Lane, Ocean Springs, MS 39564

Arrival: _____	After 2:00 PM (No early arrival please)
Departure: _____	By 10:00 AM

Number of Adults: _____	**Number of Children:** _____

Your **reservation deposit** is due immediately in the amount of $300.00.

Rental rate and fees are as follows:

Rental rate of $300.00 x _____ days	_____
Cleaning service fee	$150.00
State and local sales/rental taxes (9%)	_____
Total Amount Due	**$150.00**
(Less Reservation Deposit due immediately)	($300.00)
Total Balance Due	**-$150.00**

Please sign and return the attached short-term lease agreement along with your reservation deposit. The balance of the rental amount is due seven (7) days before your arrival date. When the total amount due is received, we will send instructions on how to access the property.

Sincerely,

Vacation Rental Short Term Lease Agreement Checklist

Prior to Arrival:

- □ Signed and dated agreement
- □ Rental deposit
- □ Security deposit
- □ Balance due
- □ Keys and access information

Arrival:

- □ Check-in time: 2:00 PM
- □ Go through inspection checklist
- □ Review rental rules and regulations

Departure:

- □ Check-out time: 10:00 AM
- □ Go through inspection checklist
- □ Return keys
- □ Return security deposit

Inspection Checklist:

	Arrival	Departure	N/A	Notes
	Good	Good	Good	
A/C Heater	☐	☐	☐	
Lights	☐	☐	☐	
Floors	☐	☐	☐	
Walls	☐	☐	☐	
Doors	☐	☐	☐	
Windows	☐	☐	☐	
Window treatments	☐	☐	☐	
Screens	☐	☐	☐	
Locks	☐	☐	☐	
Fireplace	☐	☐	☐	
Kitchen	☐	☐	☐	
Refrigerator	☐	☐	☐	
Oven	☐	☐	☐	
Stove	☐	☐	☐	
Dishwasher	☐	☐	☐	
Garbage Disposal	☐	☐	☐	
Bathrooms	☐	☐	☐	
Bedrooms	☐	☐	☐	
Living Room	☐	☐	☐	
Dining Room	☐	☐	☐	
Family Room	☐	☐	☐	
Washer/Dryer	☐	☐	☐	
Garage	☐	☐	☐	
Backyard/Patio	☐	☐	☐	
	☐	☐	☐	
	☐	☐	☐	
	☐	☐	☐	
	☐	☐	☐	

Guest acknowledges that he/she has inspected the Property and unless otherwise noted, everything is in good repair. Any damages upon departure shall be charged to Guest or deducted from the security deposit.

SIGNATURES

Check-in Inspection

Signature of **Guest**

Signature of **Owner**

Check-out Inspection

Signature of **Guest**

Signature of **Owner**

HOUSE RULES

No smoking inside the house

Be considerate of your new neighbors.
Quiet hours are from 10:00PM until 8:00AM

Wash all sand off before coming into the house

Maximum occupancy visitors ten (10), sleeping six (6)

No pets allowed

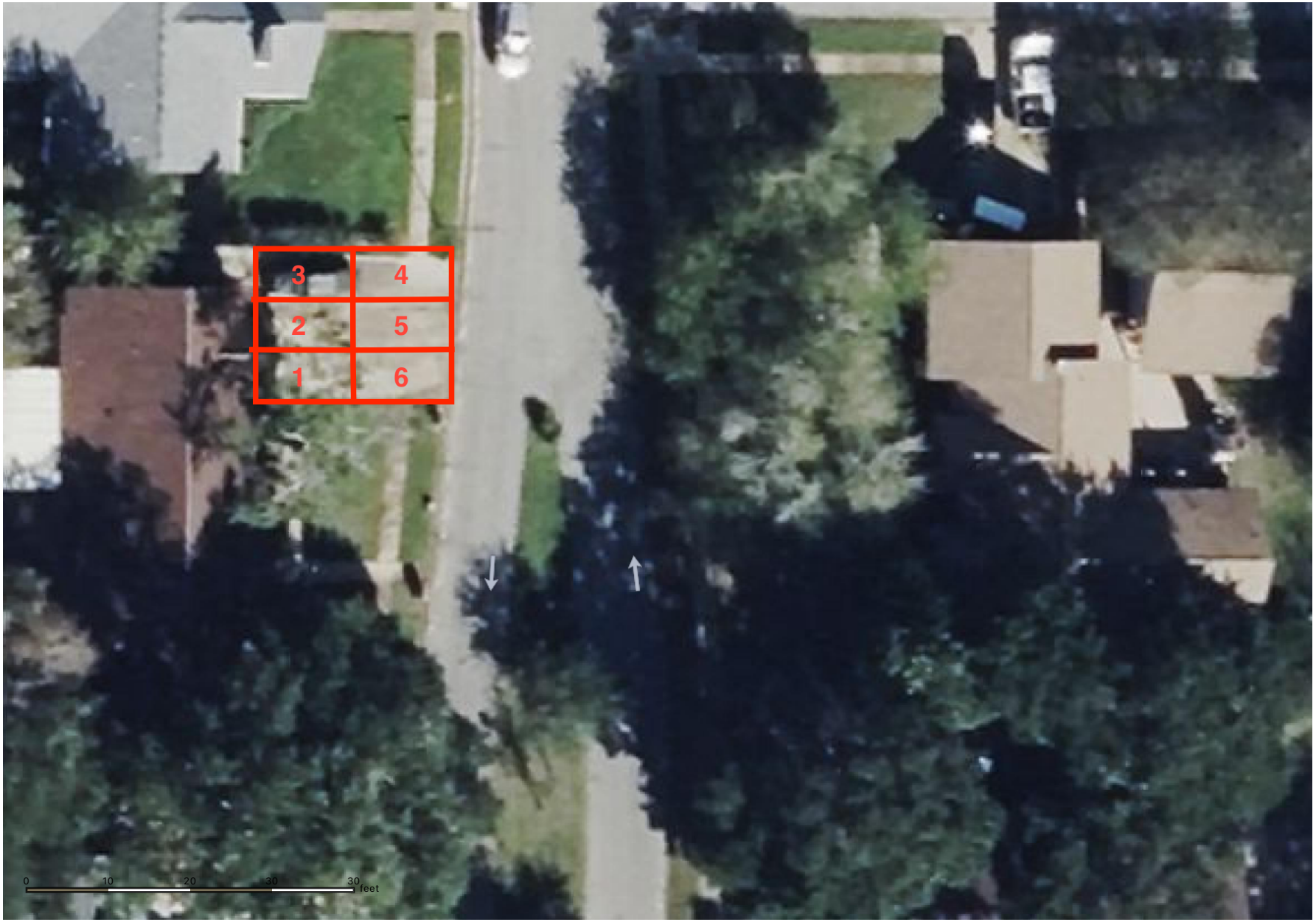
Trash collection is early Tuesday morning. The trash bin with wheels must be pulled out onto the street the night before.

Please park in the driveway and off of the road.

[redacted]

115 Watersedge Lane
Proposed Parking Plan

[redacted]



2

OFFICIAL RECORDS JACKSON COUNTY
Josh Eldridge
CHANCERY CLERK
RECORDING FEE: $36.00
#202503818 BK:2201 PG:238-239
03/07/2025 11:05:40 AM 2 PGS
KHODGE,DC Rcpt#4904

202503818 2 PGS

INDEXING INSTRUCTIONS: Lot 6 Watersedge Subdivision

Prepared by: Kelly A. Williams
2720 Government Street
Ocean Springs, MS 39564
228-217-6959

Return to: Kelly A. Williams
2720 Government Street
Ocean Springs, MS 39564

STATE OF MISSISSIPPI

COUNTY OF JACKSON

QUIT CLAIM DEED

For and in consideration of sum of Ten Dollars ($10.00) cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, I, JACKIE DANNER, OF 15019 South Shadow Creek Drive, Biloxi, MS 39532, do hereby bargain, sell, convey, and quitclaim all of my interest in and to the following described property, located in Ocean Springs, Mississippi, as described as follows:

Lot 6 Watersedge Subdivision, according to plat located in the office of the Chancery Clerk of Jackson County, Mississippi,

to Kelly A. Williams

Witness my signature this the ___ day of March 7, 2025

Jackie Danner

JACKIE DANNER
228-257-6500

STATE OF MISSISSIPPI

COUNTY OF JACKSON

Personally appeared this date before me, the undersigned authority in and for the above described jurisdiction, the above named JACKIE DANNER, who acknowledged that she signed and delivered the above and foregoing instrument on the day and year indicated.

This the 7 day of March, 2025

JOSH ELDRIDGE, CHANCERY CLERK

By: Kristin Hodge

NOTARY PUBLIC

CHANCERY CLERK JACKSON COUNTY, MISS.

MY COMMISSION EXPIRES:

JOSH ELDRIDGE
CHANCERY CLERK
JACKSON COUNTY, MS
COMMISSION EXPIRES 12-31-2027

PUBLIC HEARING NOTICE

Residential Short-Term Rental

Planning Department

THIS INFORMATION IS BEING SENT TO YOU AS PART OF THE PERMITTING PROCESS FOR A NEARBY PROPERTY.

Per adopted Code for the City of Ocean Springs, notice has been advertised in the MS Press Newspaper and copies are sent via Standard mail at the cost of the applicant.

PUBLIC NOTICE is hereby given that the City of Ocean Springs **PLANNING COMMISSION** will hold a **public hearing** on the date listed below to consider an application for a Short-Term Rental Permit per Ordinance governing the provision of Short Term Rentals of dwellings in residential zones after application, hearing, and approval.

Application for the address listed below will be considered in the regular meeting place of the Board of Aldermen at the City Hall located at 1018 Porter Avenue Ocean Springs, MS 39564.

Short-Term Rental Applied for: **115 Watersedge Lane**

Public Hearing Date/Time: **July 14, 2026, at 6:00 p.m.**

Applicant Kelly A. Williams

Local Contact Kelly A. Williams

The Residential Short-Term Rental Ordinance (2015-11) was approved on July 7, 2015. The ordinance was researched, modified, and re-approved on February 20, 2018, December 17, 2019, December 7, 2021, and May 16, 2023. This document addresses what the ordinance requires of an applicant, the process, and contact information for questions or concerns. For more details, please call the Planning Department at 228-875-4415.

Short-Term Rentals: Considered as less than 30 days. Conditions for permitting include an approval process, occupancy/vehicle requirements, guest registry, noise/garbage management, posting of rules, local management, and a process for complaints, basis for denial or revocation, and violations.

Frequently Asked Questions regarding Residential Short-Term Rental permits:

1) ***Why am I receiving this information?*** All property owners within 500 feet of the property requesting a permit are required to receive notification via standard mail. Additionally, the hearing was advertised in the local newspaper and a yard sign placed on the property. This notice was mailed to your address of record with the Jackson County Tax Assessor's office.

2) ***What is allowed under a Short-Term Rental Permit?*** Approval of the permit will allow the property owner to rent the residence for periods of less than 30 days at a time, governed by restrictions listed in the ordinance. The permit does not allow any other non-permitted activity.

3) ***Who will be responsible for management of the property?*** The property owner is ultimately responsible for all activity on the property. The Local Property Manager MUST reside or have their business physically located within 2 miles of the city limits and be available 24/7 to address issues related to the property. The Planning Department will have a contact number in case of emergencies.

4) ***Do the property owners pay sales tax for this activity?*** Yes – the property owner will be issued a city privilege license that will allow them to register with the state for payment of sales tax, including the additional "bed tax" required for all hotel activity.

5) ***What review has been done by the City?*** The application, a $500 application fee, and payment for mailing was received. All information was reviewed to ensure all administrative requirements have been met. The home

has been inspected to ensure that all life safety elements are in place and a maximum occupancy/vehicle allowance has been set.

6) ***What physical modifications were required for the home?*** Required life safety improvements include, but are not limited to, hard-wired smoke detectors (carbon monoxide if served by gas), emergency lighting for exits during power outages, properly functioning exits, current fire extinguishers, labeled fuse box, etc.

7) ***How will the maximum occupancy and number of vehicles be established?*** During the physical inspection, the Building Official and Fire Inspector assess the availability of space including sleeping areas and space for off-street parking. These maximums will be established prior to the public hearing and can be enforced during operation of the rental.

8) ***Where can I report code violations, disturbances, etc.?*** Just as you would with any residential occupant, if there are problems with noise, excessive vehicles, trash, or other intrusive behavior, the proper city officials should be notified. For life-threatening emergencies, dial 9-1-1 as you would with any type of residential occupancy. Documented complaints will be considered during the renewal process. The ordinance provides guidelines for the basis of revocation or denial or permit issuance and/or renewal.

   Complaint Contact Information:
   a. Police: **228-875-2211** – noise, trespassing, other criminal activity
   b. Code Enforcement: **228-875-6712** – improper vehicle parking, improper trash storage
   c. Any other complaints can be forwarded to the Planning Department at **228-875-4415** or mailed to Attn: Planning Department, City of Ocean Springs, 1018 Porter Avenue, Ocean Springs, MS 39564

9) ***What is the process if the rules are not followed?*** If the City receives documentation that the property owners and/or tenants have violated the provisions set forth in the ordinance, or have met any other criteria that allows for revocation, written notice will be given to the property owner of the violation(s). If corrective action is not taken in the allotted time period, the permit can be revoked and citations issued.

10) ***How long is the permit valid?*** The Residential Short-Term Rental permit is an annual renewal. Once the initial permit is approved, the property will be inspected annually and complaint records reviewed prior to renewal. The ordinance provides guidelines for the basis of revocation or denial or permit issuance and/or renewal.

11) ***Is the permit transferable to new owners?*** No. The permit is issued to the owner for that specific address. Permits are not transferrable to other owners or properties without the full approval process, including an advertised public hearing.

12) ***Is the approval process the same for properties in commercially zoned districts?*** The application itself is similar, but commercial properties do not require notice or public hearing.

13) ***What if the property has covenants that do not allow for short-term rentals?*** The ordinance requires that any application for a property with filed covenants indicate that there are covenants in place. If there is an active Homeowner's Association (HOA), they must provide a letter from that HOA supporting the activity. If you are aware of such a restriction in your neighborhood, please notify the Planning Department at 228-875-4415. The permit will not be approved unless supported by an ACTIVE HOA where applicable or if the covenants do not allow short-term rental.

14) ***Will the property owner be required to maintain renter information?*** Yes, the property owner must maintain a guest registry and provide to the city for review upon request.

15) ***Will the renters be informed of the rules and regulations that are included in the permit?*** Yes, part of the application and inspection includes provision of the rental agreement for review and posting of the house rules in a visible location within the home.

Questions and/or comments can be sent to the Planning Department up to the day of the hearing and will be provided to the Planning Commission for consideration. Comments can be sent to:
1018 Porter Avenue, Ocean Springs, MS 39564.

July 2, 2026

RECEIVED
JUL 08 2026
BY: Kayla Stringer

To:
Ocean Springs Planning Commission
1018 Porter Ave
Ocean Springs, MS 39564

From:
Natalie Colle
116 Seaside Drive
Ocean Springs, MS 39564

Dear OS Planning Commission:

I received a letter about the application for VRBO or Short Term rental of 115 Watersedge Lane, which is the house directly behind my home. I would like to say I have concerns about this. Especially, in regards to the possible extra noise that will come from random people using this home and pool. What will the noise/party rules be since this is in a residential area? This is my home and my sanctuary and I have invested a lot to make it so. The last thing I would want is for this to be compromised. If there will not be strict rules to protect the peace of the homes surrounding this rental property, then I am very opposed to this application.

Please let me know, what else I need to do or what the exact rules will be to protect the full time residents peace around this house.

Thank you
Natalie Colle
Natalie Colle

Exhibit # 1

RECEIVED
JUL 14 2026
BY:

July 8, 2026

Ocean Springs Planning Commission
1018 Porter Ave.
Ocean Springs, MS 39564

Kim and Chris Kennedy
108 Sea Glass Drive
Ocean Springs, MS 39564

Ocean Springs Planning Commission,

Last week my husband and I received a letter about the application for a permit to allow short term rentals at a property in the Watersedge subdivision. The house address is 115 Watersedge Lane, which is less than 500 feet from our home. We live in the Seaside subdivision, one subdivision west of Watersedge subdivision. Our concern would be the noise level especially because of the backyard pool being available to the renters. Short term rentals can be rented up to three months at a time which would make it difficult for those living nearby if the renters caused disturbances or violations. OK, no. The easiest way to illustrate whether this should be allowed or not is for each of you to imagine the home next-door to you becoming a short term rental property. Would you want that for you, your family or your neighborhood? Also, if one is approved, others would need to be approved which could be a slippery slope for all.

We sincerely ask that the application for the short term rental (or VRBO) be denied for the sake of all surrounding homes to the property in question.

Thank you for the work you do for the City of Ocean Springs. Your attention to this matter is greatly appreciated!

Kim & Chris Kennedy

Kim and Chris Kennedy

Exhibit # 2

RECEIVED
JUL 14 2026
BY:

July 14,2026

Board of Alderman

City of Ocean Springs

1018 Porter Avenue

Ocean Springs, MS. 39564

Reference: Short Term Rental Permit at 115 Watersedge Lane, Ocean Springs, MS 39530

We strongly **oppose the approval** of this, and any other, short term rental permit on Watersedge Lane for the following reasons:

Suitability and design: The design of this property was intended for single family occupancy, as are all adjoining and other neighborhood properties, within a neighborhood population heavily represented by young families with a concentration of small children adjoining the permit request location.

Traffic Congestion/Safety: Watersedge is a dead-end street. The specific location of this property on Watersedge is at the terminal point end of a two-street boulevard, median in the middle, at the approximate eastern intersection of San Souci which is the only exit from Watersedge other than a complete turnaround back to East Beach. Parking in this area is consistently congested; this is the neighborhood school bus route and bus stop and a frequently a turnaround point for car attempting to exit back on to East Beach. This problem is so severe that the previous residence erected decorative masonry barriers in front of the 115 Watersedge property which have been struck by turning vehicles on multiple occasions.

Need: In conclusion, my question is this: Why is the 15 needed? In 2013 a short term permit was granted at 106 Watersedge. At that time many people were still recovering from storm damage, the East Beach community was very lightly populated and the location of the property, near the beach, gave returning residence, out of town workers, and guests an attractive place to stay. That is not the case now.

Ronald and Kathryn Eaton

110 Watersedge Lane.

Ocean Springs, MS. 39530

Kathryn Eaton

Ronald E. Eaton

Exhibit # 3

Rae Williams

From: Ben Kahlmus <ben.k@chunkyriversupply.com>
Sent: Tuesday, July 14, 2026 3:29 PM
To: Rae Williams
Subject: Short term rental opposition for 115 Watersedge Dr.

I am writing to express my opposition to the proposed short-term rental in our neighborhood.

Our neighborhood is a residential community where families and long-term residents have chosen to live because of its quiet, stable, and safe environment. A short-term rental would introduce a revolving door of temporary guests who have little connection to the community, changing the character of the neighborhood and creating potential concerns related to noise, traffic, parking, and safety.

Many of us have invested significant time and resources into our homes with the expectation of living in a neighborhood made up of permanent residents, not transient visitors. Allowing short-term rentals can erode the sense of community that comes from knowing your neighbors and may encourage additional properties to be converted into short-term rentals over time.

I respectfully ask that you consider the interests of the residents who call this neighborhood home and deny this request. Preserving the residential character and quality of life of our community should remain a priority.

Thank you for your time and thoughtful consideration.

Sincerely,

Ben Kahlmus-Business Development P.O. BOX 884 Ocean Springs, MS 39566 Phone: 205-739-1009
Email: Ben.k@chunkyriversupply.com
Website: Chunkyriversupply.com

Exhibit # 4

Amanda Crose

From: Shannon Pfeiffer
Sent: Tuesday, July 14, 2026 2:16 PM
To: Amanda Crose
Cc: Matthew Hinton
Subject: Fw: Short term rental Watersedge Dr

FYI...

Shannon Grace Pfeiffer
Ward 4 Alderman

Get Outlook for iOS

From: Mary Ann Bounds <boundsmaryann@gmail.com>
Sent: Tuesday, 14 July 2026 14:05:48
To: Shannon Pfeiffer <spfeiffer@oceansprings-ms.gov>
Subject: Short term rental Watersedge Dr

Alderman Pfeiffer,

I am contacting you to give you my opinion as a resident of Ward 4, living on San Souci Ave, one block east of Watersedge, concerning the request for a short term rental on Watersedge, by Kelly Williams.

We raised our family on Watersedge Dr and knew the McNabb's who resided at this residence until Mrs McNabb's death in 2024.
We moved to San Souci Ave in 2004 after building our new home, just a block over from where we lived on Watersedge. We chose to stay is this lovely, quiet neighborhood, where we raised our children because we absolutely love just what it is, a lovely, quiet, close connected neighborhood. We are now fortunate to know several young families who have moved into this neighborhood to raise their children for the same reasons. There is a sense of safety here that doesn't exist in other neighborhoods. We walk at night, kids ride their bikes and roller blade without concern for their safety because we all know one another.

While a short term rental already exists at the end (or beginning depending on your perspective) of the street, it has a view of the beach and is just yards from the beach. This house is not "into the neighborhood" with residences on either side "sandwiched in between" as the McNabb property is. It is our opinion that another short term rental isn't in the best interest for the neighborhood and the families that live here.

Respectfully,
Craig and Mary Ann Bounds
103 San Souci Ave
Ocean Springs, MS

Amanda Crose

From: Shannon Pfeiffer
Sent: Tuesday, July 14, 2026 5:36 PM
To: Amanda Crose
Subject: Fw: Short term rental Watersedge

Shannon Grace Pfeiffer
Ward 4 Alderman

Get Outlook for iOS

From: Sandra Thames <sandrathames01@gmail.com>
Sent: Tuesday, 14 July 2026 15:05:59
To: Shannon Pfeiffer <spfeiffer@oceansprings-ms.gov>
Subject: Short term rental Watersedge

We have been notified of a request to allow a short-term rental in our neighborhood. We respectfully ask that you vote no on this request, or at a minimum table the matter until you have had an opportunity to visit the neighborhood and evaluate the circumstances firsthand.
The proposed rental is located in the middle of a quiet, established residential neighborhood. Unlike the existing short-term rental at the end of Watersedge, (it commands a premium price and is set outside this established neighborhood) this property is surrounded by owner-occupied homes in a community built on long-term commitment, upkeep, and stability.
Introducing another short-term rental into the very heart of the neighborhood raises concerns about traffic, parking, noise, and the loss of the residential character that homeowners value. We are also concerned that expanding short-term rentals could negatively affect the desirability and long-term value of surrounding homes.
Please speak with the other aldermen and encourage them to vote no, or at least postpone the decision until you have had the opportunity to visit the neighborhood, hear from residents, and review all of the relevant facts before taking action.
Thank you for your time and consideration of the concerns of the residents who call this neighborhood home
Keep up the good work!
Sandra & Bill Thames
108 San Souci Ave, Ocean Springs, MS
228-875-2027

Amanda Crose

From: Shannon Pfeiffer
Sent: Tuesday, July 14, 2026 5:37 PM
To: Amanda Crose
Subject: Fw: Short-term rental

Shannon Grace Pfeiffer
Ward 4 Alderman

Get Outlook for iOS

From: Thames Sandra <sandrathms@icloud.com>
Sent: Tuesday, 14 July 2026 14:52:32
To: Shannon Pfeiffer <spfeiffer@oceansprings-ms.gov>
Subject: Short-term rental

Dear Ms Pfeiffer

We have been notified of a request to allow a short-term rental in our neighborhood. We respectfully ask that you vote no on this request, or at a minimum table the matter until you have had an opportunity to visit the neighborhood and evaluate the circumstances firsthand.
The proposed rental is located in the middle of a quiet, established residential neighborhood. Unlike the existing short-term rental at the end of Watersedge, (it commands a premium price and is set outside this established neighborhood) this property is surrounded by owner-occupied homes in a community built on long-term commitment, upkeep, and stability.
Introducing another short-term rental into the heart of the neighborhood raises concerns about traffic, parking, noise, and the loss of the residential character that homeowners value. We are also concerned that expanding short-term rentals could negatively affect the desirability and long-term value of surrounding homes.
Please speak with the other aldermen and encourage them to vote no, or at least postpone the decision until you have had the opportunity to visit the neighborhood, hear from residents, and review all of the relevant facts before taking action.
Thank you for your time and consideration of the concerns of the residents who call this neighborhood home
Thanks for being a very good alderman!
Sandra Thames
108 San Souci Avenue
OS
(228)875-2027

Amanda Crose

From: Shannon Pfeiffer
Sent: Tuesday, July 14, 2026 5:36 PM
To: Amanda Crose
Subject: Fw: Short term rental 115 Watersedge lane

Shannon Grace Pfeiffer
Ward 4 Alderman

Get Outlook for iOS

From: Brenda Higginbotham <bhigginb@bellsouth.net>
Sent: Tuesday, 14 July 2026 15:58:01
To: Shannon Pfeiffer <spfeiffer@oceansprings-ms.gov>
Subject: Short term rental 115 Watersedge lane

Shannon, I'm sending this email to you to voice my opposition to the short term rental application for 115 Watersedge Lane. I live very near this address and feel this property does impact my property. There is already a short term rental property on this end of Watersedge Lane (practically across the street). There is already the impact on this small residential area. I don't think this application should be approved. Any help you can provide to prevent the approval is appreciated. I did plan to attend the meeting tonight, but I have the flu.

Sincerely,
Brenda Higginbotham

535 East Beach Dr
Ocean Springs, MS 39564
228-365-6161

Brendah39532@gmail.com
Sent from my iPhone

City of Discovery
OCEAN SPRINGS
MISSISSIPPI

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: Authorize Execution of Amendment #3 for Contract with Fenstermaker for Engineering Services – American Rescue Plan Act (ARPA) / MS Municipality and County Water Infrastructure Grant (MCWI) – MDEQ Agreement #470: Storm Drain Ditches – Cost Modification for Additional Services in the Amount of $20,000

Section: CONSENT AGENDA

Meeting Date: August 4, 2026

This project is nearing completion as designed by C.H. Fenstermaker & Assoc., LLC and as approved on the September 3, 2024 agenda. The attached Amendment #3 reflects additional services identified during construction in the amount of $20,000 as described in the attached. The new amount of the contract is now $403,000.

Authorization is requested for the mayor to execute the attached Addendum #3 as presented.

AMENDMENT NO. 3
TO THE
CONTRACT FOR ENGINEERING
AND ASSOCIATED SERVICES
BETWEEN
THE CITY OF OCEAN SPRINGS, MISSISSIPPI
AND
C. H. FENSTERMAKER & ASSOCIATES, L.L.C.

THIS Amendment No. 3 ("Amendment"), is entered into on this ____ day of _____, 2026, by and between:

The CITY OF OCEAN SPRINGS, MISSISSIPPI, acting by and through its Mayor, herein referred to as "*Owner*" and C.H. FENSTERMAKER & ASSOCIATES, L.L.C., Consulting *Engineer*s, with offices at 135 Regency Square, Lafayette, LA 70508**,** herein referred to as "*Engineer*".

WHEREAS, Owner and the Engineer are parties to a Contract for Engineering and Associated Services executed on September 3, 2024 (the "**Agreement**") for the Engineer to provide professional engineering services for Channel Bank Stabilization Improvements for the City of Ocean Springs, Mississippi (the "**Project**").

WHEREAS, Amendment No. 1 to Agreement was executed on February 18, 2025, whereby Owner and Engineer incorporated federal contract provisions including the Byrd Anti-Lobbying Amendment and also Subaward Terms and Conditions for Contracted Parties;

WHEREAS, Amendment No. 2 to Agreement was executed on April 15, 2025, whereby Owner and Engineer revised the structure of compensation to Engineer under Agreement and was stated as Lump Sum or Not to Exceed amounts to comply with federal requirements applicable to Owner's funding source;

NOW THREFORE, Owner and Engineer desire to amend Agreement as follows: Amend Section 5.2 of Agreement for compensation to the Engineer for Additional Services by the addition of Section 5.2.8 stated as follows:

5.2.8 The Engineer provided extra professional services beyond the original project scope during both the design and construction phases. These services were necessary due to unforeseen conditions, coordination requests from the owner, contractor procurement challenges, and unpredictable field conditions that emerged post-agreement execution.

5.2.8(a) Re-Advertisement of Project and Contractor Procurement Assistance

The project had to be re-advertised due to lack of contractor interest. The engineer provided extra services beyond the original scope to support the new bidding process,

including outreach to contractors, additional meetings, addressing questions and concerns, and revising plans and bid documents.

5.2.8(b) Additional Landowner Coordination – Davidson Site

The Engineer provided additional coordination with adjacent property owners at the Davidson Site to address concerns, facilitate communication, evaluate requested modifications, and resolve issues affecting the Project that were beyond the level of coordination anticipated in the original scope.

5.2.8(c) Construction Limit Revisions – Davidson Site

The Engineer performed additional engineering evaluations, plan revisions, and coordination resulting from unforeseen landowner issues that required modifications to the planned construction limits at the Davidson Site. These revisions required additional design effort, review, and coordination beyond the original contract requirements.

5.2.8(d) Temporary Construction Bridge Evaluations – Davidson Site

Due to unforeseen site constraints encountered during construction, the Engineer performed additional engineering evaluations and design modifications related to the temporary construction bridge, including assessment of alternative construction approaches and coordination with the Contractor and Owner to maintain project constructability and schedule.

5.2.8(e) Additional Coordination – Calhoun Site

The Engineer provided additional professional services associated with Owner-requested and field-directed modifications at the Calhoun Site, including coordination with property owners regarding the addition of trees, evaluation and coordination of the removal of flowable fill, incorporation of additional curb improvements, preparation of revised plans and details as necessary, and construction-phase coordination to facilitate implementation of these changes.

Engineer shall bill Owner for these additional services in a Lump Sum amount of $20,000.00.

The remaining provisions of the Agreement are unchanged.

(Signatures on following page)

State of Mississippi

County of Jackson

THUS, DONE**,** entered into and signed in the presence of the witnesses whose names are inscribed opposite each respective signature, on and as of this____ day of _____, 2026.

WITNESSES:

CITY OF OCEAN SPRINGS:

_____

BY:_____

Signature

_____

Printed

_____

Signature

_____

Printed

_____

NOTARY PUBLIC

Notary No. _____

My Commission Expires: _____

State of Louisiana

Parish of Lafayette

THUS, DONE**,** entered into and signed in the presence of the witnesses whose names are inscribed opposite each respective signature, on and as of this _____ day of _____, 2026.

WITNESSES:

C. H. FENSTERMAKER & ASSOCIATES, L.L.C

_____

BY:_____

Signature

Angelle Guilbeau,
Chief Administrative Officer

_____

Printed

_____

Signature

_____

Printed

_____

LYNETTE HIGGINBOTHAM, NOTARY PUBLIC

Notary No. 906

My Commission Expires With Life

City of Ocean Springs
Building Department & Code Enforcement
1014 Porter Avenue-P.O. Box 1800
Ocean Springs, MS. 39564
-Code report through July 30, 2026-

Ward #1

- **1311 Diller Road-** Tire left roadside for PW pickup. First notice mailed 07/21/2026. Property compliant as of 07/27/2026 case closed.

- **1210 King Henry Drive-** Large pile of trash in driveway. No roll off dumpster or dump trailer on site. First notice mailed 07/21/2026. Property compliant 07/27/2026; case closed.

- **1309 Cornwall Drive-** Overgrown grass. First notice mailed 07/28/2026.

- **3502 Farrington Court-** Inoperable vehicle parked in driveway. Vehicle is a Toyota minivan. Vehicle has not moved in several months. First notice mailed 07/28/2026.

- **3404 Queen Elizabeth Drive-** Overgrown grass. First notice mailed 07/28/2026.

- **1290 Churchill Drive-** Overgrown grass. First notice mailed 07/28/2026.

- **9609 Iroquois Drive**- Inoperable vehicle parked in the driveway. Flat rear left tire. Black GMC Tahoe XL. Reached out to the property manager on 07/15/2026. Manager stated that the vehicle will be repaired and/or moved this weekend. Will continue to monitor. **Property compliant as of 07/20/2026; case closed.**

- **1315 Diller Road-** Overgrown grass. First notice mailed 07/09/2026. Resident called the office of 07/14/2026. Stated lawnmower was broken but would have the property compliant over the weekend. Will continue to monitor. **Property compliant as of 07/20/2026; case closed.**

- **6004 Seminole Court-** Inoperable vehicle parked in driveway. Vehicle has made no improvements or changes in a month. First notice mailed 07/14/2026. **Property compliant as of 07/27/2026; case closed.**

- **5912 Chicopee Trace-** Overgrown grass. First notice mailed 07/14/2026. **Property compliant as of 07/20/2026; case closed.**

- **1218 Londonderry Lane-** Overgrown grass. First notice mailed 07/14/2026. **Property compliant as of 07/20/2026; case closed.**

- **3213 Cumberland Road- STOP WORK** posted to property 06/15/2026. Illegal non permitted accessory structures have been placed on the property. Spoke personally with the owner 06/18/2026 explaining the situation in which all structures will need to be removed. Not able to have an accessory structure without a primary per the UDC. Owner has reached out to the planning department also. The allotted time for compliance has been extended due to the excessive amount of rain. The structures are located at the back of the property. Will continue to monitor the situation until compliant. Spoke with owner on 07/13/2026; working on getting the shed emptied and the power disconnected to remove it from the property. The gazebo has been sold and will be removing from the property soon. Will continue to monitor. **Property compliant as of 07/27/2026; case closed.**

Ward #2

- **1518 Porter Ave-** Overgrown grass and multiple inoperable vehicles parked on the property. First notice mailed 07/29/2026.

- **502 Ward-** Property has exceeded the scope of work it was permitted for. **STOP WORK** posted on 07/29/2026.

- **1302 Bowen Ave-** Exterior sanitation issues in backyard of property. First notice mailed 07/14/2026. **Property compliant as of 07/29/2026; case closed.**

- **1209 Iola Road-** With the exception of the backhoe the contractor has been notified to remove all heavy equipment, trailers, and construction materials from the property effective immediately. As of 06/10/2026 the property remains out of compliance. Property is in the process of a permitted demolition. Constant checks on the property have and will be done by the Building official and Code Enforcement. **House has been demolished; case closed.**

- **406 Schmidt Street-** Complaints of excessive grass, confirmed while on patrol 05/04/2026. First notice mailed 05/05/2026. FINAL NOTICE mailed 06/05/2026. **Charges filed against the property 07/01/2026.**

- **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**. Charges filed 05/13/2026.**

- **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.

Ward #3

- **127 Linda Circle-** On 07/23/2026 I received complaints of chickens and a rooster free running the neighborhood. Property does not have a livestock permit. Spoke with the resident and instructed him to keep the chickens and rooster on his property and to pull a permit for them.

- **62 Choctaw Circle-** Overgrown grass. First notice mailed 07/24/2026.

- **15 Royal Court**- Overgrown property. First notice mailed 07/24/2026.

- **Parcel #610350035 located on Dogwood Rd-** Overgrown property. Called the owner and stated the issue on 07/23/2026.

- **107 Stennis Ave-** Paint cans left roadside for PW pickup. First notice mailed 07/24/2026.

- **213 Maple Drive-** Multiple inoperable vehicles parked in the driveway. First notice mailed 07/29/2026.

- **222 Maple Drive-** Overgrown grass found while on patrol 07/27/2026. First notice mailed 07/28/2026.

- **205 Eastland Blvd.-** Commercial Vehicle (school bus/Mardi gras float) parked in front yard of the property found while on patrol 07/14/2026. First notice mailed on 07/17/2026. **Second notice mailed 07/24/2026.**

- **246 Woodland Circle-** Overgrown grass. First notice mailed 07/17/2026. **Property compliant as of 07/24/2026; case closed.**

- **612 Dogwood Road-** Overgrown grass. First notice mailed 07/17/2026. **Second notice mailed 07/24/2026.**

- **176 Linda Circle-** Overgrown grass. First notice mailed 07/17/2026.

- **106 Earl Taylor Lane-** Trash cans left roadside. First notice mailed 07/10/2026. Property compliant as of 07/14/2026; case closed.

- **105 Earl Taylor Lane-** Trash cans left roadside. First notice mailed 07/10/2026. Property compliant as of 07/14/2026; case closed.

- **119 Earl Taylor Lane-** Trash cans left roadside. First notice mailed 07/10/2026. Compliant as of 07/16/2026; case closed.

- **109 Earle Taylor Lane–** Overgrown grass. First notice mailed 07/10/2026. Property compliant as of 07/14/2026; case closed.

- **512 Halstead Road-** Overgrown grass. First notice mailed 07/10/2026. Property compliant as of 07/16/2026; case closed.

- **2509 Englewood Road-** Overgrown grass. First notice mailed 07/10/2026. Property compliant as of 07/14/2026; case closed.

- **231 Linda Drive-** Overgrown grass. First notice mailed 07/10/2026. Property compliant; case closed 07/27/2026.

- **228 Linda Drive-** Overgrown grass. First notice mailed 07/10/2026.

- **294 McCool Street-** Overgrown grass. First notice mailed 07/10/2026. Property compliant as of 07/16/2026; case closed.

- **227 Audrey Circle-** Overgrown grass. First notice mailed 07/10/2026. Second notice mailed 07/17/2026. Compliant 07/30/2026; case closed.

- **298 McCool Street**- Overgrown grass. First notice mailed 07/10/2026. Property compliant as of 07/16/2026; case closed.

- **121 Earle Taylor Lane–** Overgrown grass. First notice mailed 07/10/2026. Property compliant as of 07/16/2026; case closed.

- **119 Earle Taylor Lane–** Overgrown grass. First notice mailed 07/10/2026. Property compliant as of 07/16/2026; case closed.

- **113 Earle Taylor Lane–** Overgrown grass. First notice mailed 07/10/2026. Property compliant as of 07/16/2026; case closed.

- **106 Myrtle Ave-** Refrigerator in front yard of property. Appliance hasn't moved in two weeks. First notice mailed 07/13/2026. **Second notice mailed 07/27/2026.**

- **2468 Davidson Road-** Overgrown property, possibly abandoned/vacant. First notice mailed 06/05/2026. Second notice mailed 07/01/2026. Spoke with owner 07/13/2026 stated the property will be taken care of this weekend. **Property compliant as of 07/20/2026; case closed.**

- **65 Choctaw Circle-** Inoperable vehicle parked in the driveway of the property, vehicle has not moved in several months. First notice mailed 05/01/2026. Spoke to owner 05/27/2026. Owner is 85 years old and has asked for an extension to sell the vehicles parked in the driveway. Extension granted.

- **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.

Ward #4

- **2911 Katy Lane-** No permit for renovations taking place. First notice mailed 07/24/2026.

- **208 Barbara Circle-** Overgrown grass. First notice mailed 07/24/2026.

- **2715 Walton Drive**- Overgrown grass. First notice mailed 07/24/2026.

- **110,112, 114,116 Barbara Circle-** Utility trailer parked on city property (green area in middle of cul-de-sac) preventing PW from landscaping. Unable to locate which residence owns the trailer in question so a notice went to all 4 houses. Notices mailed 07/24/2026.

- **3102 Breezy Hill Lane-** Inoperable vehicle in driveway. Pick up with all tires removed resting on jack stands. Vehicle has been in the same condition for weeks. First notice mailed 07/30/2026.

- **1059 Conley Circle-** Storage container placed in driveway for several months now. First notice mailed 07/30/2026.

- **416 Pine Court-** Overgrown grass. First notice mailed 07/08/2026. Second notice mailed 07/16/2026. **Charges filed against the property 07/24/2026.**

- **104 Barbara Court-** Overgrown grass. First notice mailed 07/10/2026. **Second notice mailed 07/23/2026.**

- **228 Hunter Drive-** Overgrown grass. First notice mailed 07/10/2026. **Property compliant as of 07/20/2026; case closed.**

- **2814 Lawnwood Drive-** Overgrown property compliant via e-mail, first notice mailed 07/15/2026. **Property compliant as of 07/20/2026; case closed.**

- **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. **Property is subject to quarterly reviews. As of 07/01/2026 the property has remained compliant to city ordinances.**

Ward #5

- **103 Mark Daniel Circle-** Privacy fence installed without a permit. Found while on patrol 07/29/2026. First notice mailed 07/30/2026.

- **105 Mark Daniel Circle-** Privacy fence installed without a permit. Found while on patrol 07/29/2026. First notice mailed 07/30/2026.

- **145 Linnet Drive-** **STOP WORK** posted 07/29/2026. Revoations with no permits pulled for the property. Permits were pulled on the same day; Case closed.

- **3426 Dijon Ave-** Dump trailer parked in street for weeks. First notice mailed 07/16/2026. **Property compliant as of 07/22/2026; case closed.**

- **815 Canebrake Drive-** Appliance containing freon left roadside for PW pickup. First notice mailed 07/16/2026. **Property compliant as of 07/22/2026; case closed.**

  203 Sandy Drive- Called in complaint of a utility trailer parked in the street. Confirmed while on patrol. First notice mailed 07/02/2026. Owner called into the office 07/07/2026. Works offshore, said he will have it moved when in back on land. Will continue to monitor. **Property compliant as of 07/22/2026; case closed.**

  122 Reynolds Circle- Overgrown grass. First notice mailed 07/09/2026. Same condition 07/15/2026. Second notice mailed 07/16/2026. **Property compliant as of 07/23/2026; case closed.**

- **112 Clear Springs Circle-** Overgrown grass. First notice posted to the front door 07/08/2026. Second notice mailed 07/15/2026. **Property compliant as of 07/22/2026; case closed.**

- **147 Clear Springs Circle-** Overgrown grass. First notice posted to the front door 07/08/2026. Second notice mailed 07/15/2026. **Made contact with owner. She explained she no longer owns the house and has been out of it since May. Located the mortgage company that is currently in ownership and sent them their first notice on 07/30/2026.**

Ward #6

105 Niagra Ave- overgrown grass. First notice mailed 07/22/2026. Property compliant as of 07/28/2026.

34 Whisperwood Lane- Exterior sanitation issues in front yard of property. First notice mailed 07/14/2026. **Property compliant as of 07/22/2026; case closed.**

101 Gettysburg Circle- Overgrown grass found while on patrol 07/27/2026. First notice mailed 07/28/2026.

1306 Parktown Drive- Overgrown grass, first notice mailed 07/15/2026. **Charges filed against the property 07/27/2026.**

10 Pine Lake Court- Overgrown grass, first notice mailed 07/15/2026. **Property compliant as of 07/22/2026; case closed.**

27 Whisperwood Lane- Overgrown grass, first notice mailed 07/15/2026. **Property compliant as of 07/22/2026; case closed.**

34 Whisperwood Lane- Overgrown grass, first notice mailed 07/15/2026. **Property compliant as of 07/22/2026; case closed.**

4628 Hilltop Drive- School bus parked in front yard of property. First notice mailed 07/15/2026. **Second notice mailed 07/22/2026. Spoke with owner 07/23/2026. Asked for an extension to get the property compliant. Extension granted.**

111 Olympic Court- Overgrown grass, first notice mailed 07/15/2026. **Property compliant as of 07/24/2026; case closed.**

121 Carlsbad Place- Fridge left roadside for PW pickup. First notice mailed 07/15/2026. **Property compliant as of 07/22/2026; case closed.**

124 Yellowstone Circle- Windows and siding installed without a permit. First notice mailed 06/24/2026. **FINAL NOTICE** mailed 07/15/2026. **Property compliant as of 07/21/2026; case closed.**

1208 Cason Cove- Fence in disrepair at rear of empty lot. First notice mailed 06/05/2026. Second notice mailed 06/24/2026. Roll off on property, fence is in the process of being removed. Will continue to monitor. **95% of the debris has been removed from the empty lots as of 07/28/2026. Case closed.**

- **1306 Parktown Drive-** Inoperable vehicles parked in front yard and driveway of the property. First notice mailed 05/21/2026. Second notice mailed 05/28/2026. **Charges filed against the property 06/24/2026.**

- **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. Followed up with summons officer about the case on 06/24/2026. He has attempted to serve the charged individual again. Awaiting court date. **Vehicle has been removed from the property as of 07/28/2026; case closed.**

City of Discovery
OCEAN SPRINGS
Code Enforcement

MEMORANDUM

To: Mayor & Board of Aldermen

From: Rachel Johnson, Building Admin

Re: Approve the Building Official's recommendations for the tree applications received through July 28, 2026

Section: CONSENT AGENDA

Meeting Date: August 4, 2026

Dear Mayor and Board:

Please see attached tree applications with the Building Official's recommendations for the following addresses:

1.) 3123 Eagle Point Road
2.) 172 Linda Circle
3.) 1216 Porter Avenue

Tree Application Report
Findings from the review of applications and site visits

1) Application for 3123 Eagle Point Road **Owner: Robert Talbot**

Request: Remove one Live Oak due to extreme angle towards neighbor's boat house and our bulkhead. Request to remove one large limb on another Live Oak that is leaning.

Building Official: Recommend approving removal of one Live Oak that is leaning over a boat house to prevent damage if it falls. Recommend approving removal of large limb over boat house; removal of limb would take weight off tree that is already leaning. Property has multiple Live Oaks.

2) Application for 172 Linda Circle **Owner: James D. Weber**

Request: Remove one Live Oak resting on post in loose and moist soil on east side of home. Request to remove two additional small Live Oaks that are major leaners on west side in fence line.

Building Official: Recommend approving removal of one large Live Oak. Tree root system has lifted the ground and will cause damage to two homes if it falls. Recommend approving removal of two small Live Oaks that are growing together. Trees are shaded out by larger Live Oaks.

3) Application for 1216 Porter Avenue **Owner: Laurie Guice**

Request: Remove one Cedar tree that is rotten and leaning. Request to trim one Live Oak and two Magnolia trees less than 20%.

Building Official: Recommend approving removal of one hollow Cedar tree to prevent damage to home when it falls. Recommend 20% trim and removal of deadwood on remaining protected trees.

12477
RECEIVED
JUL 16 2026
BY: .....

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: 7/16/2026

Address/Location of Work to be Performed: 3123 Eagle Pt Rd

Owner Information:

Name: ROBERT TALBOT Email: [redacted]

Phone: [redacted] Alt Phone: [redacted]

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:

Removal of One Live OAK ~ One to Extreme Angle towards Neighbor's Boat House & our Bulk Head

Removal of one Large Limb on another Live Oak

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 informmation 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 [signature] **DATE** 7/16/26

Office Use Only:

Building Official Findings:

Recommend Removing one Live OAK Thats Leaning over A Boat House to prevent Damage if it Falls.

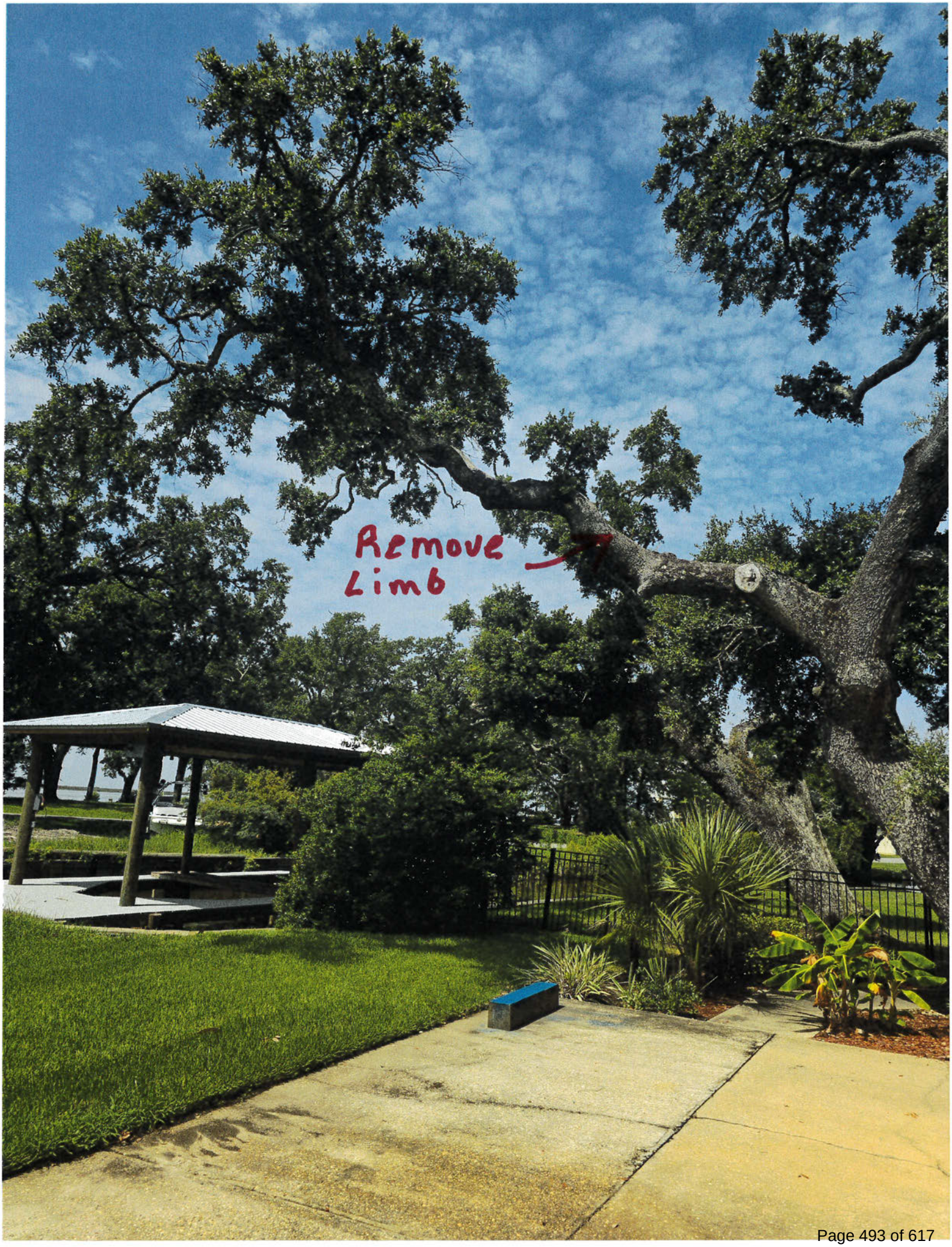
Recommend Approving Removal of Large Limb over Boat House, Removal of Limb would take Weight off of A tree that is Already Leaning.

Property Has multiple Live OAKs.

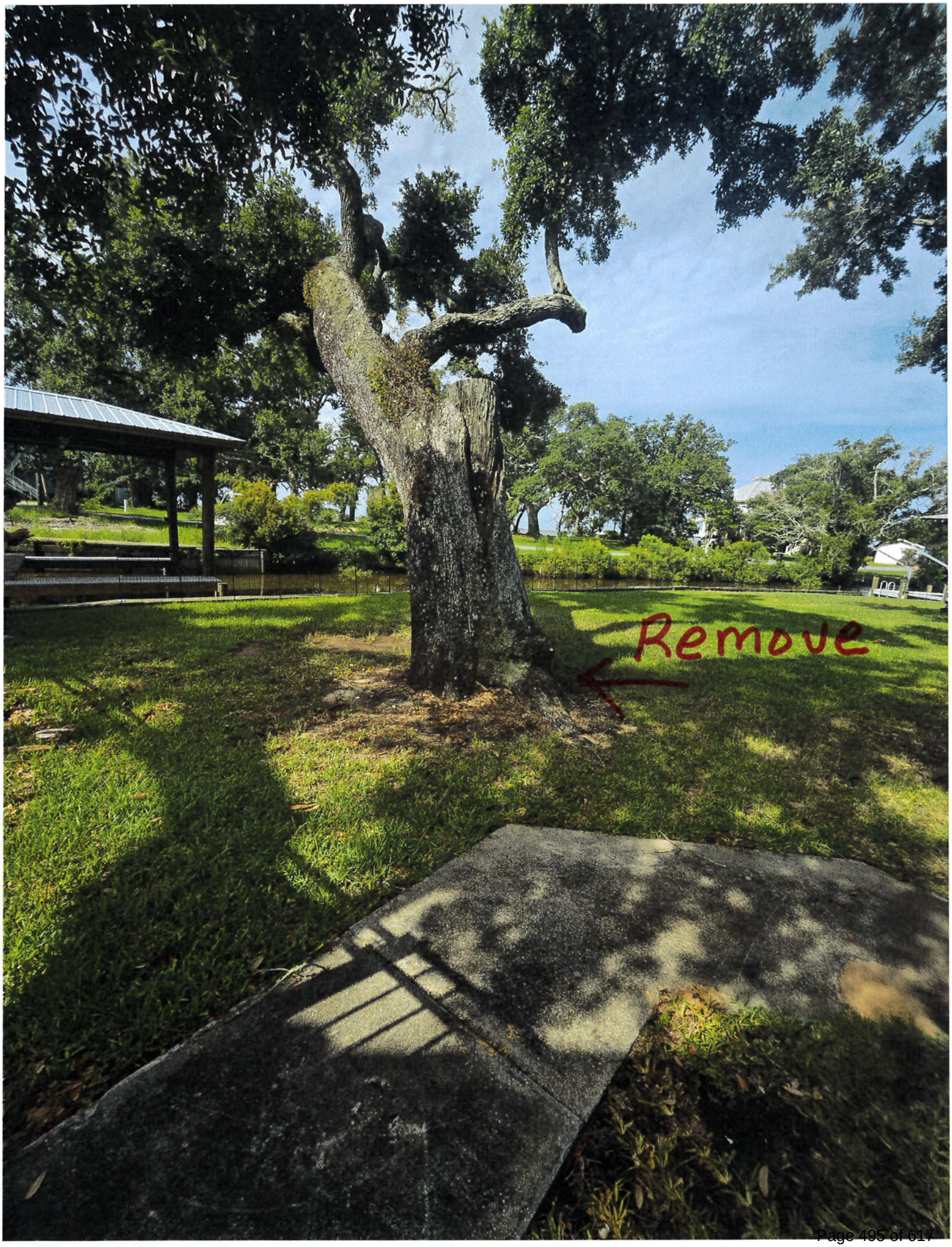
Darrell [illegible]

7/28/26


Remove


Remove
Limb


Remove


Remove

#12478

RECEIVED
JUL 16 2026
BY: .....

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: July 16, 2026

Address/Location of Work to be Performed: 172 LINDA CIR OS, MS 39564

Owner Information:

Name: CINDY L. SCHMIDT EXEC. Email: [redacted]

Phone: [redacted] Alt Phone: _____

Applicant Information (if different than owner):

Name: _____ Email: _____

Phone: _____ Alt Phone : _____

Tree Contractor Information (if applicable):

Name: NECAISE TREE SERVICE Email: _____

Phone: 228-223-3634 Alt Phone : _____

Description of work or alteration to be performed:

Removal of LIVE OAK RESTING ON POST IN LOOSE AND MOIST SOIL ON EAST SIDE AND 2 MAJOR LEADERS NEED to be REMOVED ON LIVE OAK ON WEST SIDE.

Home will be donated to wounded warriors ~~org~~ program. WW is asking trees be removed for insurance & upkeep reasons. One tree has been propped up on a 4x4 since Katrina.
Remove 2 ; trim 1

Check the following boxes indicating what information has been provided and/or adhered to:

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Applicant Signature Cindy L. Schmidt Exec. **DATE** 7-16-2026

Office Use Only:

Building Official Findings:

Recommend Approving Removal of one Large Live oak, Tree Root System Has Lifted The Ground and will Cause Damage to Two Homes if It Falls.

Recommend Approving Removal of Two Small Live OAKs that Are growing Together. Trees are shaded out By Larger Live OAKs.

Darrell [signature] 7/28/26



Remove



Remove


Remove


PRIVATE
PROPERTY

#12515

RECEIVED
JUL 21 2026

BY: .....

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: 7-21-26

Address/Location of Work to be Performed: 1216 Porter Ave

Owner Information:

Name: Laurie Guice Email:

Phone: [redacted] Alt Phone:

Applicant Information (if different than owner):

Name: Donnie McClain Email:

Phone: 219- 6149 Alt Phone :

Tree Contractor Information (if applicable):

Name: Donnie McClains Tree Email:

Phone: 219- 6149 Alt Phone :

Description of work or alteration to be performed:

Trim 1 Live Oak 2 Magnolias 20%. Remove 1 Rotted, Charge Leaning Cedar Tree.

Recommend Approving Removal of one Hollow Cedar Tree to prevent DAMAGE to Home when it Falls.

Recommed 20% Trim and Removal of Deadwood on Remaining Trees

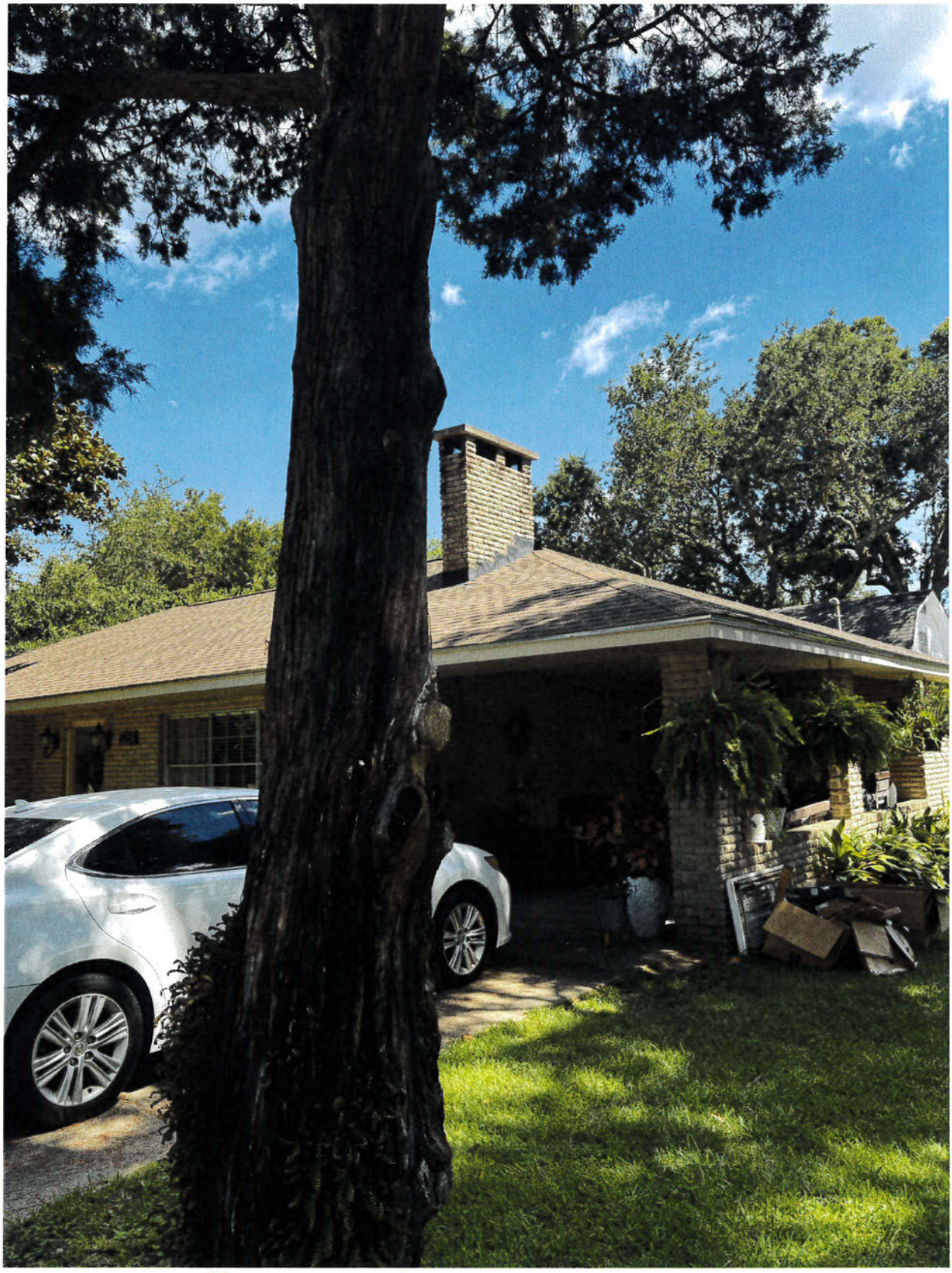
Darrell Gollott 7/28/26

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)**
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Applicant Signature Donnie McClain **DATE** 7-21-26



Remove Cedar 1214 porter



Remove Cedar

1214 porta



Trim 2 magnolias less 20% 1211 Porter



Trim 1 Live oak 720% · 12ft porter

MEMORANDUM

To: Mayor & Board of Aldermen

From: Rex Stringfellow, Building Official

Re: Accept estimate and award bid to Donnie McClain's Tree Experts for tree maintenance at Magnolia/Porter and Government/Clark

Section: CONSENT AGENDA

Meeting Date: August 4, 2026

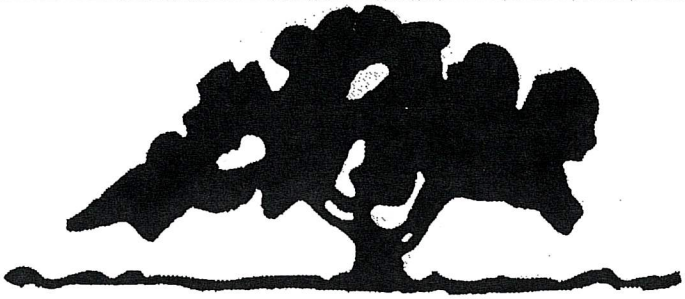
Dear Mayor and Board:

Please see attached estimates from Donnie McClain's Tree Experts, Out on a Limb Tree Service, LLC, and The Tree Service, LLC for the following tree maintenance:

Magnolia Street/Porter Avenue: Removal of dead Water Oak; remove all debris, no stump grinding.
Government Street/Clark Avenue: Trimming of dead limbs on Water Oak overhanging street and sidewalk; remove debris.

I respectfully recommend awarding the routine tree maintenance project to Donnie McClain's Tree Experts as the lowest responsible bidder at $4,200.00. This work is necessary to maintain the health and safety of City trees and to help ensure the continued safety of our residents.

"QUALITY AND SERVICE IS OUR MOTTO"



DONNIE McCLAIN'S TREE EXPERTS

2514 Havard Road • **228-219-6149** • Ocean Springs, MS 39564

— INSURED & BONDED —

TO City of O.S. DATE 7-17-26

☒ Estimate ☐ Bill ☐ Job

QUANTITY	DESCRIPTION	AMOUNT
	Remove 1 large dead water Oak Tree No Stump on Magnolia ST.	
	Take 3/4 of dead water Oak Tree out The Corner of Clark Ave and goverment ST.	
	Clean up and Remove all Debi.	4,200.00

OUT ON A LIMB Tree Service, LLC

9 Fleetwood Place
Ocean Springs, MS 39564
Phone: 228- 217-2767

ESTIMATE

Date of Estimate: 7/22/26

Customer Name: City of Ocean Springs

Location: Magnolia/Porter SW

E-Mail: DSTRINGFELLOW@oceansprings-ms.gov

Cell: 228-219-0942

DESCRIPTION: Removal of dead Water Oak
All debris will be removed from the property. Stump will not be ground.

TOTAL COST: $ 3,500

Dominick McMahon
Owner/Operator

THANK YOU FOR THIS OPPORTUNITY!

Prices quoted are valid for 90 days. Contract is binding upon oral or written authorization to proceed with above work. Payment is due upon completion, unless other written arrangements are made. Out on a Limb Tree Service will not be held responsible for damage to any underground structures, waterlines, sprinkler systems, or similar undisclosed conditions. We are not responsible for indentions in the ground made by trees, or trucks and equipment used during tree removal and stump grinding.

OUT ON A LIMB Tree Service, LLC

9 Fleetwood Place
Ocean Springs, MS 39564
Phone: 228- 217-2767

ESTIMATE

Date of Estimate: 7/22/26

Customer Name: City of Ocean Springs

Location: Government St. at Clark

E-Mail: DSTRINGFELLOW@oceansprings-ms.gov

Cell: 228-219-0942

DESCRIPTION: Trimming of dead limbs hanging over the street and sidewalk
All debris will be removed from the property.

TOTAL COST: $ 900

Dominick McMahon
Owner/Operator

THANK YOU FOR THIS OPPORTUNITY!

Prices quoted are valid for 90 days. Contract is binding upon oral or written authorization to proceed with above work. Payment is due upon completion, unless other written arrangements are made. Out on a Limb Tree Service will not be held responsible for damage to any underground structures, waterlines, sprinkler systems, or similar undisclosed conditions. We are not responsible for indentions in the ground made by trees, or trucks and equipment used during tree removal and stump grinding.

The Tree Service, LLC

3920 Beinville Blvd

Ocean Springs, MS. 39564

(228) 365-5787

"We are a Licensed, Bonded, and Insured Company"

Bill To: City of Ocean Springs	Date: 7/30/2026
1018 Porter Ave.	Invoice#: Quote
Ocean Springs, MS.	PO#:
Dstringfellow@oceansprings-ms.gov	EIN: 39-4493827

Scope of Work: Removal of 1 dead oak tree, (Grind as much of the stump as possible without hitting fence), and haul away all debris at Magnolia St in Ocean Springs.

- Remove 1 large dead water oak tree. Haul away all debris. - $3,400.00
- 8 hrs. @ $425.00 per hr. = $3,400.00 total
- 1 Bucket truck w/operator @ $110.00 X 8 hrs. = $880.00
- 1 Dump truck w/operator - @ $105.00 X 8 hrs. = $840.00
- 1 Bobcat loader w/operator - @ 105.00 X 8 hrs. = $840.00
- Grind stump - $200.00
- Haul away debris - $304.00
- 3 ground employees @ $14.00 / hr. X 8 hrs. = $336.00

Total: $3,400.00

The Tree Service, LLC

3920 Beinville Blvd

Ocean Springs, MS. 39564

(228) 365-5787

"We are a Licensed, Bonded, and Insured Company"

Bill To: City of Ocean Springs

1018 Porter Ave.

Ocean Springs, MS.

Dstringfellow@oceansprings-ms.gov

Date: 7/30/2026

Invoice#: Quote

PO#:

EIN: 39-4493827

Scope of Work: Trim all hazardous limbs from tree and haul away all debris at the corner of Clark Ave. & Government St in Ocean Springs.

- Trim all hazardous limbs from tree. Haul away all debris. - $1,600.00
- 4 hrs. @ $400.00 per hr. = $1,600.00 total
- 1 Bucket truck w/operator @ $110.00 X 4 hrs. = $440.00
- 1 Dump truck w/operator - @ $105.00 X 4 hrs. = $420.00
- 1 Bobcat loader w/operator - @ 105.00 X 4 hrs. = $420.00
- Haul away debris - $152.00
- 3 ground employees @ $14.00 / hr. X 4 hrs. = $168.00

Total: $1,600.00

CITY OF OCEAN SPRINGS – PARKS ADVISORY BOARD

MINUTES – July 20th, 2026 – 6:00 p.m.

Location: City Hall Boardroom – 1018 Porter Ave. Ocean Springs, MS 39564

1. CALL TO ORDER

The meeting of the Parks Advisory Board was called to order at 6:00 p.m. by Parks Director Stephen Glorioso.

2. ROLL CALL

Members Present:

Shannon Senseney, Tara Thompson, Liz Elmore, Jeffery Gonzales

Members Absent:

Terry Evans, Paul Kirkland, Dylan Lipe

A quorum was present.

Also Present:

Parks Director Stephen Glorioso

3. APPROVAL OF MINUTES

Motion by Shannon Senseney, seconded by Tara Thompson, and unanimously carried to approve the minutes of the Parks Advisory Board June 18th meeting.

4. PUBLIC COMMENTS

None

5. OLD BUSINESS

Story Walk

6. NEW BUSINESS

Pickleball at Inner Harbor

Park Improvements

Advisory Board Presentation to Mayor and Boad of Alderman

7. ADJOURNMENT

There being no further business, the meeting adjourned at 7:15 p.m. The next meeting will be August 17th, 2026, in the boardroom at City Hall.

Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
Vendor: 034951 - 1CORE SOLUTION					
1CORE SOLUTION	1937016	1 CORE ANNUAL SUBSCRIPTION AUG 2025 - AUG 2026	1 CORE ANNUAL SUBSCRIPTION AUG 2025 - AUG 2026	001-550-602-0000	1,500.00
				Vendor 034951 - 1CORE SOLUTION Total:	**1,500.00**
Vendor: 038101 - ADAM MEADOWS					
ADAM MEADOWS	INV0037324	LOBBY ASSISTANCE 7/2 - 7/28	LOBBY ASSISTANCE 7/2 - 7/28	001-196-688-0000	192.00
				Vendor 038101 - ADAM MEADOWS Total:	**192.00**
Vendor: 04580 - AGJ SYSTEMS & NETWORKS INC					
AGJ SYSTEMS & NETWORKS I...	133738	EMAIL HOSTING AGREEMENT	MONTHLY EMAIL HOSTING	001-140-602-0000	1,543.88
AGJ SYSTEMS & NETWORKS I...	133738	EMAIL HOSTING AGREEMENT	MONTHLY EMAIL HOSTING	401-300-602-0000	514.62
AGJ SYSTEMS & NETWORKS I...	133739	AGJ IT MONTHLY CONTRACT	AGREEMENT BACKUP & DISASTER RECOVERY SERVER	001-140-602-0000	487.50
AGJ SYSTEMS & NETWORKS I...	133739	AGJ IT MONTHLY CONTRACT	ADDITIONAL BACKUP & DISASTER RECOVER	001-140-603-0000	150.75
AGJ SYSTEMS & NETWORKS I...	133739	AGJ IT MONTHLY CONTRACT	AGREEMENT BACKUP & DISASTER RECOVERY SERVER	401-300-602-0000	162.50
AGJ SYSTEMS & NETWORKS I...	133739	AGJ IT MONTHLY CONTRACT	ADDITIONAL BACKUP & DISASTER RECOVER	401-300-603-0000	74.25
AGJ SYSTEMS & NETWORKS I...	133740	AGJ IT MONTHLY CONTRACT	MFA FOR AD AGREEMENT	001-140-602-0000	496.12
AGJ SYSTEMS & NETWORKS I...	133740	AGJ IT MONTHLY CONTRACT	MFA FOR AD AGREEMENT	401-300-602-0000	165.38
AGJ SYSTEMS & NETWORKS I...	MSP-133737	AGJ IT MONTHLY CONTRACT	MSP COMPLETE CARE AGREEMENT	001-140-602-0000	7,650.00
AGJ SYSTEMS & NETWORKS I...	MSP-133737	AGJ IT MONTHLY CONTRACT	ONSITE RESOURCEE AT PD	001-200-600-0600	2,500.00
AGJ SYSTEMS & NETWORKS I...	MSP-133737	AGJ IT MONTHLY CONTRACT	MSP COMPLETE CARE AGREEMENT	401-300-602-0000	2,550.00
				Vendor 04580 - AGJ SYSTEMS & NETWORKS INC Total:	**16,295.00**
Vendor: 06040 - AMAZON CAPITAL SERVICES					
AMAZON CAPITAL SERVICES	1G6T-Q9WY-LVCQ	TRAFFIC MIRROR FOR WARD 2 (PORTER/FRONT BEACH)	RELIANCER 32" CONVEX SECURITY MIRROR	001-100-924-0902	85.35
AMAZON CAPITAL SERVICES	1611-9NCL-3QDH	Shop Vac	Shop-Vac 5983389 Wet/Dry Vacuum Cleaner	001-260-548-0000	158.39
AMAZON CAPITAL SERVICES	1FLQ-J469-F96C	CERTIFICATE DOCUMENT	50 PCS CERTIFICATE HOLDERS BULK, NAVY BLUE DIPLOMA	001-140-500-0000	26.09
AMAZON CAPITAL SERVICES	1MG1-FPHR-6X1M	TRAFFIC MIRROR FOR WARD 2 (PORTER/FRONT BEACH)	RELIANCER 32" CONVEX SECURITY MIRROR	001-100-924-0902	85.35
AMAZON CAPITAL SERVICES	1RQR-NGYG-9NRJ	Heavy Duty 3 Hole Punch	Heavy Duty 3 Hole Punch - 150 sheet capacity	001-190-501-0000	72.19
AMAZON CAPITAL SERVICES	1HWH-3TRG-LKNP	PRINTER INK -B/M/Y/C - WATER DEPARTMENT	414X TONER CARTRIDGES 4 PACK HIGH YIELD - B/C/Y/M	401-710-500-0000	256.48
AMAZON CAPITAL SERVICES	1HWH-3TRG-LKNP	PRINTER INK -B/M/Y/C - WATER DEPARTMENT	PATIKIL MAGNETIC PAPER CLIP HOLDER DISPENSER, 2 PC	401-710-500-0000	9.98
AMAZON CAPITAL SERVICES	1HWH-3TRG-LKNP	PRINTER INK -B/M/Y/C - WATER DEPARTMENT	QJAIUNE 200 PACK PURPLE VINYL COATED PAPER CLIPS	401-710-500-0000	5.49
AMAZON CAPITAL SERVICES	1NTT-1VLD-K11P	ipad screen protector	ipad screen protector	001-196-560-0000	19.99
AMAZON CAPITAL SERVICES	1531-JK1K-JKRL	WISEMEN TRADING DECORATIVE STREET UMBRELLA	WISEMEN TRADING DECORATIVE STREE UMBRELLA	007-650-704-0000	766.33
AMAZON CAPITAL SERVICES	17TF-JNH6-WVKQ	Batteries/Redmax Blower Parts/Ward 5 Signs	2 Pack Turtle Crossing Sign 12" x 12" Reflective A	001-100-924-0905	17.49
AMAZON CAPITAL SERVICES	17TF-JNH6-WVKQ	Batteries/Redmax Blower Parts/Ward 5 Signs	Amazon Basics 24-Pack 9V Alkaline Batteries for Sm	001-301-560-0000	58.66
AMAZON CAPITAL SERVICES	17TF-JNH6-WVKQ	Batteries/Redmax Blower Parts/Ward 5 Signs	Amazon Basics 24-Pack D Cell Alkaline All-Purpose	001-301-560-0000	50.98
AMAZON CAPITAL SERVICES	17TF-JNH6-WVKQ	Batteries/Redmax Blower Parts/Ward 5 Signs	Amazon Basics AAA Long-Lasting Alkaline Batteries,	001-301-560-0000	29.99

Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
AMAZON CAPITAL SERVICES	17TF-JNH6-WVKQ	Batteries/Redmax Blower Parts/Ward 5 Signs	Amazon Basics 100-Pack AA Alkaline Batteries, 1.5	001-301-560-0000	25.99
AMAZON CAPITAL SERVICES	17TF-JNH6-WVKQ	Batteries/Redmax Blower Parts/Ward 5 Signs	577424001 Cylinder Piston Kit For RedMax EBZ8500 E	001-301-563-0000	128.88
AMAZON CAPITAL SERVICES	1YXM-MLGR-L3XD	PLANNING OFFICE SUPPLIES	Desk Mouse Pad	001-190-500-0000	7.99
AMAZON CAPITAL SERVICES	1YXM-MLGR-L3XD	PLANNING OFFICE SUPPLIES	Monitor Message Boards - Set of 3	001-190-500-0000	12.59
AMAZON CAPITAL SERVICES	1YXM-MLGR-L3XD	PLANNING OFFICE SUPPLIES	5" x 7" Thermal Laminating Pouches - Pack of 200	001-190-500-0000	19.99
AMAZON CAPITAL SERVICES	174N-4HWV-Q3WL	D Batteries for AED Trainer	Amazon Basics 12-Pack D Cell Alkaline Batteries	001-260-560-0000	14.56
				Vendor 06040 - AMAZON CAPITAL SERVICES Total:	**1,852.76**
Vendor: 05785 - AMERICAN MUNICIPAL SERVICES					
AMERICAN MUNICIPAL SERVI...	6657	WATER COLLECTION FEES	WATER COLLECTION FEES	401-001-365-0000	113.02
AMERICAN MUNICIPAL SERVI...	205588	COURT COLLECTION FEES JUNE 2026	COURT COLLECTION FEES JUNE 2026	001-001-130-0053	95.75
				Vendor 05785 - AMERICAN MUNICIPAL SERVICES Total:	**208.77**
Vendor: 01063 - AMERICAN PUBLIC WORKS ASSOCIATION					
AMERICAN PUBLIC WORKS AS...	000920476	PUBLIC AGENCY MEMBERSHIP	PUBLIC AGENCY MEMBERSHIP	001-300-686-0000	422.00
AMERICAN PUBLIC WORKS AS...	000920476	PUBLIC AGENCY MEMBERSHIP	PUBLIC AGENCY MEMBERSHIP	401-750-686-0000	211.00
AMERICAN PUBLIC WORKS AS...	000920476	PUBLIC AGENCY MEMBERSHIP	PUBLIC AGENCY MEMBERSHIP	401-751-686-0000	211.00
				Vendor 01063 - AMERICAN PUBLIC WORKS ASSOCIATION Total:	**844.00**
Vendor: 038761 - ANNALYNN MCCARTHY					
ANNALYNN MCCARTHY	INV0037330	WEBSITE / FALL ROSTER UPDATES 7/1 - 7/28	WEBSITE / FALL ROSTER UPDATES 7/1 - 7/28	001-196-610-0000	1,014.00
				Vendor 038761 - ANNALYNN MCCARTHY Total:	**1,014.00**
Vendor: 040251 - ANNIE WILLIAMS					
ANNIE WILLIAMS	R00472691	SENIOR CENTER DEPOSIT REFUND	SENIOR CENTER DEPOSIT REFUND	001-001-108-0000	200.00
				Vendor 040251 - ANNIE WILLIAMS Total:	**200.00**
Vendor: 05742 - AT&T					
AT&T	INV0037271	PD BACKUP LINE 7/11 - 8/10	PD BACKUP LINE 7/11 - 8/10	001-200-612-0000	38.76
				Vendor 05742 - AT&T Total:	**38.76**
Vendor: 00317 - AUTO AIR OF D'IBERVILLE INC					
AUTO AIR OF D'IBERVILLE INC	D12130	E-3 AC Repair	E-3 AC Repair	001-260-630-0000	1,270.00
				Vendor 00317 - AUTO AIR OF D'IBERVILLE INC Total:	**1,270.00**
Vendor: 06158 - AUTOZONE PARTS, INC					
AUTOZONE PARTS, INC	00216918679	Battery for Trailer	65-DLG PROPOWER ULTRA A Duralast Gold Battery SK	001-301-563-0000	168.99
AUTOZONE PARTS, INC	00216933772	Batteries for #80/#100/#8/TRL13/#40	65-DLG DURALAST GOLD BA Duralast Gold Battery SK	001-301-563-0000	687.90
AUTOZONE PARTS, INC	00216933772	Batteries for #80/#100/#8/TRL13/#40	27DC-DL 27DC-DL 1 DURALAST DEEP C Duralast Deep #7	001-301-563-0000	127.99
AUTOZONE PARTS, INC	00216933772	Batteries for #80/#100/#8/TRL13/#40	U1R-3 1 DURALAST GOLD BAT Duralast Gold Lawn M8	001-301-563-0000	65.99
AUTOZONE PARTS, INC	00216933772	Batteries for #80/#100/#8/TRL13/#40	31P-B 1 DURALAST PROPOWER Duralast SAE Post31S T14	001-301-563-0000	149.75
AUTOZONE PARTS, INC	00216933772	Batteries for #80/#100/#8/TRL13/#40	65-DLG DURALAST GOLD BA Duralast Gold Battery SK	401-750-563-0000	172.02
AUTOZONE PARTS, INC	00216933772	Batteries for #80/#100/#8/TRL13/#40	65-DLG DURALAST GOLD BA Duralast Gold Battery SK	401-751-563-0000	172.02
				Vendor 06158 - AUTOZONE PARTS, INC Total:	**1,544.66**
Vendor: 06210 - BOTTOM 2 TOP CONSTRUCTION LLC					
BOTTOM 2 TOP CONSTRUCTI...	2085	PORTER AVE WATERMAIN REAPIRS	PORTER AVE WATERMAIN REAPIRS	100-750-630-0000	84,634.00
BOTTOM 2 TOP CONSTRUCTI...	2085	PORTER AVE WATERMAIN REAPIRS	PORTER AVE WATERMAIN REAPIRS	401-750-924-0910	107,072.00
				Vendor 06210 - BOTTOM 2 TOP CONSTRUCTION LLC Total:	**191,706.00**

Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
Vendor: 039861 - BRIAN SLOAT					
BRIAN SLOAT	INV0037267	ICC FIRE INSPECTOR 1 REINSTATEMENT AND RENEWAL	ICC FIRE INSPECTOR 1 REINSTATEMENT AND RENEWAL	001-260-605-0607	255.00
				Vendor 039861 - BRIAN SLOAT Total:	**255.00**
Vendor: 039301 - BRIAN THOMPSON					
BRIAN THOMPSON	INV0037325	ADULT BASKETBALL REFEREE 7/27/26	ADULT BASKETBALL REFEREE 7/27/26	001-550-688-0000	135.00
				Vendor 039301 - BRIAN THOMPSON Total:	**135.00**
Vendor: 02808 - C.H. FENSTERMAKER & ASSOCIATES LLC					
C.H. FENSTERMAKER & ASSOC...	0220175	CHANNEL BANK STABILIZATION MARCH 2026	CHANNEL BANK STABILIZATION MARCH 2026	324-333-911-0000	19,739.04
C.H. FENSTERMAKER & ASSOC...	0221218	CHANNEL BANK STABILIZATION IMPROVEMENTS JUNE 2026	CHANNEL BANK STABILIZATION IMPROVEMENTS JUNE 2026	324-333-911-0000	5,125.00
				Vendor 02808 - C.H. FENSTERMAKER & ASSOCIATES LLC Total:	**24,864.04**
Vendor: 039461 - CEDAR LAKE POWER EQUIPMENT					
CEDAR LAKE POWER EQUIPM...	4611	2 2026 Scag Zero Turn 61" Mower38hp	STTII-61V-38CH-EFI SCAG Turf Tiger II, 61" Velocit	001-301-916-0000	28,598.40
				Vendor 039461 - CEDAR LAKE POWER EQUIPMENT Total:	**28,598.40**
Vendor: 00039 - CENTRAL PIPE SUPPLY, INC.					
CENTRAL PIPE SUPPLY, INC.	S100453730.004	Water parts for Debbie Drive	FORD BRASS WYE 1 1/4" X 1" X 1" #Y44-254-G-NL CTS	401-750-924-0910	161.46
CENTRAL PIPE SUPPLY, INC.	S100453767.004	Water parts for Blue Ridge	FORD BRASS WYE 1 1/4" X 1" X 1" #Y44-254-G-NL CTS	401-750-924-0910	161.46
CENTRAL PIPE SUPPLY, INC.	S100458774.001	Watermain Repair Parts city wide	3/4" X 100' CTS BLUE ULTRA-PURE SERVICE TUBING 250	401-750-571-0000	88.00
CENTRAL PIPE SUPPLY, INC.	S100458774.001	Watermain Repair Parts city wide	S/B PATCH CLAMP 3/4" X 3" #245-00010503-000	401-750-571-0000	159.84
CENTRAL PIPE SUPPLY, INC.	S100458774.001	Watermain Repair Parts city wide	S/B PATCH CLAMP 1" X 3" #245-00013203-000	401-750-571-0000	174.56
CENTRAL PIPE SUPPLY, INC.	S100460026.001	8" Sewer pipe for city wide projects/repairs	PIPE PVC SDR-26 SEWER G/J 8"	401-751-923-0908	3,548.16
CENTRAL PIPE SUPPLY, INC.	S100459818.001	Tapping Sleeves -Holcomb Blvd Project	SS FORD TAPPING SLEEVE 6" X 4" #FAST-730-4 (6.90"-	401-750-924-0910	1,024.90
CENTRAL PIPE SUPPLY, INC.	S100459818.001	Tapping Sleeves -Holcomb Blvd Project	SS FORD TAPPING SLEEVE 6" X 4" #FAST-750-4 (7.10"-	401-750-924-0910	1,024.90
				Vendor 00039 - CENTRAL PIPE SUPPLY, INC. Total:	**6,343.28**
Vendor: 00326 - CHEMSEARCH					
CHEMSEARCH	9705637	Drain Maintenance (Ecoflow) Oct2025-Sept2026	Ecoflow Drain Maintenance Oct 2025 - Sept 2026	401-751-543-0000	2,441.76
CHEMSEARCH	9715466	(Citraflow)Drain Maintenance Agreement Oct25-Sep26	Citraflow(Drain Maintenance Agreement)Oct25-Sept26	401-751-543-0000	3,622.80
				Vendor 00326 - CHEMSEARCH Total:	**6,064.56**
Vendor: 06150 - CINTAS CORPORATION					
CINTAS CORPORATION	4275948328	UNIFORM SERVICE PUBLIC WORKS	EMBLEM ADVANTAGE	001-300-535-0530	5.38
CINTAS CORPORATION	4275948328	UNIFORM SERVICE PUBLIC WORKS	PREP ADVANTAGE	001-300-535-0530	9.39
CINTAS CORPORATION	4275948328	UNIFORM SERVICE PUBLIC WORKS	UNIFORM ADVANTAGE	001-300-535-0530	56.36
CINTAS CORPORATION	4275948328	UNIFORM SERVICE PUBLIC WORKS	UNIFORM SERVICE PUBLIC WORKS	001-300-535-0530	266.60
CINTAS CORPORATION	4275948328	UNIFORM SERVICE PUBLIC WORKS	4 X 6 BLACK MAT	001-300-535-0530	9.80
CINTAS CORPORATION	4275948328	UNIFORM SERVICE PUBLIC WORKS	UNIFORM SERVICE PUBLIC WORKS	401-300-535-0530	129.56
CINTAS CORPORATION	4275948328	UNIFORM SERVICE PUBLIC WORKS	EMBLEM ADVANTAGE	401-300-535-0530	1.80
CINTAS CORPORATION	4275948328	UNIFORM SERVICE PUBLIC WORKS	PREP ADVANTAGE	401-300-535-0530	3.13
CINTAS CORPORATION	4275948328	UNIFORM SERVICE PUBLIC WORKS	UNIFORM ADVANTAGE	401-300-535-0530	18.76

Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
CINTAS CORPORATION	4275948328	UNIFORM SERVICE PUBLIC WORKS	4 X 6 BLACK MAT	401-300-535-0530	9.78
CINTAS CORPORATION	4276700517	UNIFORM SERVICE PUBLIC WORKS	4 X 6 BLACK MAT	001-300-535-0530	9.80
CINTAS CORPORATION	4276700517	UNIFORM SERVICE PUBLIC WORKS	UNIFORM SERVICE PUBLIC WORKS	001-300-535-0530	240.90
CINTAS CORPORATION	4276700517	UNIFORM SERVICE PUBLIC WORKS	PREP ADVANTAGE	001-300-535-0530	9.51
CINTAS CORPORATION	4276700517	UNIFORM SERVICE PUBLIC WORKS	UNIFORM ADVANTAGE	001-300-535-0530	57.08
CINTAS CORPORATION	4276700517	UNIFORM SERVICE PUBLIC WORKS	EMBLEM ADVANTAGE	001-300-535-0530	5.50
CINTAS CORPORATION	4276700517	UNIFORM SERVICE PUBLIC WORKS	UNIFORM ADVANTAGE	401-300-535-0530	19.00
CINTAS CORPORATION	4276700517	UNIFORM SERVICE PUBLIC WORKS	EMBLEM ADVANTAGE	401-300-535-0530	1.84
CINTAS CORPORATION	4276700517	UNIFORM SERVICE PUBLIC WORKS	UNIFORM SERVICE PUBLIC WORKS	401-300-535-0530	129.56
CINTAS CORPORATION	4276700517	UNIFORM SERVICE PUBLIC WORKS	PREP ADVANTAGE	401-300-535-0530	3.17
CINTAS CORPORATION	4276700517	UNIFORM SERVICE PUBLIC WORKS	4 X 6 BLACK MAT	401-300-535-0530	9.78
				Vendor 06150 - CINTAS CORPORATION Total:	**996.70**
Vendor: 04702 - CITY ELECTRIC SUPPLY CO.					
CITY ELECTRIC SUPPLY CO.	GFP/026572	Light bulbs & electric boxes	Ele Bal (2) 26W Cfl (4-Pln) 120-277V Kit	001-196-560-0000	111.00
CITY ELECTRIC SUPPLY CO.	GFP/026572	Light bulbs & electric boxes	32W T8 ECO LOW MERCURY (76108)	001-196-560-0000	67.25
CITY ELECTRIC SUPPLY CO.	GFP/027192	light bulbs & ballasts	EIKO L7.5WBR30/P/9FCCT/D	001-196-560-0000	238.80
				Vendor 04702 - CITY ELECTRIC SUPPLY CO. Total:	**417.05**
Vendor: 06156 - COAST ELEVATORS					
COAST ELEVATORS	25-144	Repair Work on Elevator Lighting	REPAIR 110 VAC CAR CAB WIRING SYSTEM	001-196-630-0000	576.87
				Vendor 06156 - COAST ELEVATORS Total:	**576.87**
Vendor: 01714 - COASTAL FIRE AND SAFETY, LLC					
COASTAL FIRE AND SAFETY, LLC	39115	FIRE/BURGLAR ALARM MONITORING - MONTHLY	CITY HALL - FIRE/BURGLAR ALARM MONITORING	001-140-600-0600	70.00
COASTAL FIRE AND SAFETY, LLC	39115	FIRE/BURGLAR ALARM MONITORING - MONTHLY	COMMUNITY CENTER - FIRE/BURGLAR ALARM MONITORING	001-194-630-0000	70.00
COASTAL FIRE AND SAFETY, LLC	39115	FIRE/BURGLAR ALARM MONITORING - MONTHLY	CIVIC CENTER - FIRE/BURGLAR ALARM MONITORING	001-195-630-0000	70.00
COASTAL FIRE AND SAFETY, LLC	39115	FIRE/BURGLAR ALARM MONITORING - MONTHLY	MARY C - FIRE/BURGLAR ALARM MONITORING	001-196-600-0600	70.00
COASTAL FIRE AND SAFETY, LLC	39115	FIRE/BURGLAR ALARM MONITORING - MONTHLY	PARKS - SMOKE & CO MONITORING	001-550-600-0600	25.00
COASTAL FIRE AND SAFETY, LLC	39115	FIRE/BURGLAR ALARM MONITORING - MONTHLY	LIBRARY - FIRE ALARM MONITORING	101-510-630-0000	45.00
				Vendor 01714 - COASTAL FIRE AND SAFETY, LLC Total:	**350.00**
Vendor: 06042 - COASTAL PUMP AND SUPPLY LLC					
COASTAL PUMP AND SUPPLY ...	15033	Well Point @118 Lafayette Cir for Sewer Repair	Well Point @118 Lafayette Cir for Sewer Repair	401-751-923-0908	1,500.00
COASTAL PUMP AND SUPPLY ...	15063	Sewer Bypass Pump Rental for Layfette Cir	6" Global Auto Prime Pump Unit (Weekly Rental)	401-751-635-0000	750.00
				Vendor 06042 - COASTAL PUMP AND SUPPLY LLC Total:	**2,250.00**
Vendor: 00618 - CONSOLIDATED PIPE & SUPPLY CO INC					
CONSOLIDATED PIPE & SUPPL...	MS03719152	PORTER AVE WATERWELL	CARBON STEEL HEX NUT	401-750-924-0910	7.00
CONSOLIDATED PIPE & SUPPL...	MS03719152	PORTER AVE WATERWELL	BRASS CORP STOP PLUG VLAVE	401-750-924-0910	83.00
CONSOLIDATED PIPE & SUPPL...	MS03719152	PORTER AVE WATERWELL	3/4*4-1/2 TIE BOLTS	401-750-924-0910	100.00

Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
CONSOLIDATED PIPE & SUPPL...	MS03719152	PORTER AVE WATERWELL	DOUBLE STRAP SERVICE SADDLE CC	401-750-924-0910	94.00
				Vendor 00618 - CONSOLIDATED PIPE & SUPPLY CO INC Total:	**284.00**
Vendor: 039251 - COUVILLION GROUP, LLC					
COUVILLION GROUP, LLC	8450-6	STORM DRAIN IMPROVEMENTS DAVIDSON AND CALHOUN	STORM DRAIN IMPROVEMENTS DAVIDSON AND CALHOUN	324-333-911-0000	452,834.01
				Vendor 039251 - COUVILLION GROUP, LLC Total:	**452,834.01**
Vendor: 02551 - DALE PARTNERS ARCHITECTS P.A.					
DALE PARTNERS ARCHITECTS P..	54345	OCEAN SPRINGS COMMUNITY CENTER REPAIR	OCEAN SPRINGS COMMUNITY CENTER REPAIR	336-190-901-0000	1,875.00
				Vendor 02551 - DALE PARTNERS ARCHITECTS P.A. Total:	**1,875.00**
Vendor: 037271 - DELTA UTILITIES					
DELTA UTILITIES	545768582095	5451975948 - 400 ALICE ST	5451975948 - 400 ALICE ST	001-550-625-0000	53.44
				Vendor 037271 - DELTA UTILITIES Total:	**53.44**
Vendor: 035041 - DESIGN RUG WORKS					
DESIGN RUG WORKS	1204	MCOK - Custom Transitions	MCOK - Custom transition pieces for doorways	336-190-901-0000	2,500.00
				Vendor 035041 - DESIGN RUG WORKS Total:	**2,500.00**
Vendor: 030991 - DEVIN CARTER					
DEVIN CARTER	INV0037329	SOCIAL MEDIA POSTING 7/6 - 7/16	SOCIAL MEDIA POSTING 7/6 - 7/16	001-196-610-0000	52.50
				Vendor 030991 - DEVIN CARTER Total:	**52.50**
Vendor: 040241 - DONNIE PREMEAUX					
DONNIE PREMEAUX	INV0037260	FLAG FOOTBALL REFUND	FLAG FOOTBALL REFUND	001-001-316-0002	75.00
				Vendor 040241 - DONNIE PREMEAUX Total:	**75.00**
Vendor: 05394 - EAGLE ENERGY INC.					
EAGLE ENERGY INC.	51607	Annual Fuel (Gas/Diesel) Delivered Jun2026-Sept2026	Annual Fuel Delivered Oct 2025 - Sept 2026	001-301-525-0000	2,609.75
EAGLE ENERGY INC.	51607	Annual Fuel (Gas/Diesel) Delivered Jun2026-Sept2026	Annual Fuel Delivered Oct 2025 - Sept 2026	401-750-525-0000	1,739.83
EAGLE ENERGY INC.	51608	Annual Fuel (Gas/Diesel) Delivered Jun2026-Sept2026	Annual Fuel Delivered Oct 2025 - Sept 2026	001-301-525-0000	2,659.09
EAGLE ENERGY INC.	51608	Annual Fuel (Gas/Diesel) Delivered Jun2026-Sept2026	Annual Fuel Delivered Oct 2025 - Sept 2026	401-750-525-0000	1,772.72
EAGLE ENERGY INC.	51733	Fuel for police vehicles	Fuel for police vehicles	001-200-525-0000	8,799.24
EAGLE ENERGY INC.	51775	Annual Fuel (Gas/Diesel) Delivered Jun2026-Sept2026	Annual Fuel Delivered Oct 2025 - Sept 2026	001-301-525-0000	3,335.47
EAGLE ENERGY INC.	51775	Annual Fuel (Gas/Diesel) Delivered Jun2026-Sept2026	Annual Fuel Delivered Oct 2025 - Sept 2026	401-750-525-0000	2,223.65
EAGLE ENERGY INC.	51776	Annual Fuel (Gas/Diesel) Delivered Jun2026-Sept2026	Annual Fuel Delivered Oct 2025 - Sept 2026	001-301-525-0000	2,512.26
EAGLE ENERGY INC.	51776	Annual Fuel (Gas/Diesel) Delivered Jun2026-Sept2026	Annual Fuel Delivered Oct 2025 - Sept 2026	401-750-525-0000	1,674.84
				Vendor 05394 - EAGLE ENERGY INC. Total:	**27,326.85**
Vendor: 05628 - ENGEL ELECTRIC, LLC					
ENGEL ELECTRIC, LLC	INV0037287	Electrical work at Fort Maurepas	Electrical work at Fort Maurepas-B Craig	001-301-630-0000	270.00
				Vendor 05628 - ENGEL ELECTRIC, LLC Total:	**270.00**
Vendor: 02541 - ERIC KORDEK					
ERIC KORDEK	INV0037342	CDL LICENSE RENEWAL	CDL LICENSE RENEWAL	401-751-605-0607	55.00
				Vendor 02541 - ERIC KORDEK Total:	**55.00**
Vendor: 040311 - ERICA FINNAN					
ERICA FINNAN	INV0037338	FLAG FOOTBALL REFUND 11-12U CO-ED	FLAG FOOTBALL REFUND 11-12U CO-ED	001-001-316-0002	75.00
				Vendor 040311 - ERICA FINNAN Total:	**75.00**
Vendor: 00419 - FAST EDDIE'S, INC					
FAST EDDIE'S, INC	127023	Oil changes for Parks Vehicles	oil changes for Parks Vehicles	001-550-525-0000	41.50
FAST EDDIE'S, INC	127032	OIL CHANGE FOR POLICE FLEET	OIL CHANGE FOR POLICE FLEET	001-200-525-0000	78.50

Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
FAST EDDIE'S, INC	127036	OIL CHANGE FOR POLICE FLEET	OIL CHANGE FOR POLICE FLEET	001-200-525-0000	52.50
				Vendor 00419 - FAST EDDIE'S, INC Total:	**172.50**
Vendor: 00602 - FEDERAL EXPRESS CORP					
FEDERAL EXPRESS CORP	5700409072	FREIGHT CHARGES FOR WATER METER BATTERIES	FREIGHT CHARGES FOR WATER METER BATTERIES	401-750-571-0000	97.00
				Vendor 00602 - FEDERAL EXPRESS CORP Total:	**97.00**
Vendor: 00428 - FRASIER'S NURSERY, INC					
FRASIER'S NURSERY, INC	0091016	Landscape & Plant material city wide	Landscape $ Plant material city wide	001-353-546-0000	319.50
FRASIER'S NURSERY, INC	0091021	Landscape & Plant material city wide	Landscape $ Plant material city wide	001-353-546-0000	58.75
FRASIER'S NURSERY, INC	0091032	Landscape & Plant material city wide	Landscape $ Plant material city wide	001-353-546-0000	107.00
FRASIER'S NURSERY, INC	0091102	Landscape & Plant material city wide	Landscape $ Plant material city wide	001-353-546-0000	94.00
FRASIER'S NURSERY, INC	0091035	Landscape & Plant material city wide	Landscape $ Plant material city wide	001-353-546-0000	76.50
FRASIER'S NURSERY, INC	0091159	Landscape & Plant material city wide	Landscape $ Plant material city wide	001-353-546-0000	290.00
				Vendor 00428 - FRASIER'S NURSERY, INC Total:	**945.75**
Vendor: 06224 - FRED G CODY JR					
FRED G CODY JR	INV0037340	SPECIAL EVENT COORDINATOR AUG 2026	SPECIAL EVENT COORDINATOR AUG 2026	010-140-600-0600	208.34
				Vendor 06224 - FRED G CODY JR Total:	**208.34**
Vendor: 02624 - GRAHAM CONSTRUCTION					
GRAHAM CONSTRUCTION	2026.19	Point Repair & Drainage Pipe @Lafayette/Hanley	TRENCH BOX	401-751-923-0908	662.50
GRAHAM CONSTRUCTION	2026.19	Point Repair & Drainage Pipe @Lafayette/Hanley	@Lafayette/Hanley PICKUP TRUCK (80 HRS @ $20/HR)	401-751-923-0908	1,050.00
GRAHAM CONSTRUCTION	2026.19	Point Repair & Drainage Pipe @Lafayette/Hanley	@Lafayette/Hanley GANG TRUCK (40 HRS @ $30/HR)	401-751-923-0908	1,275.00
GRAHAM CONSTRUCTION	2026.19	Point Repair & Drainage Pipe @Lafayette/Hanley	@Lafayette/Hanley Med Trk Excavator (40hr@ $40)	401-751-923-0908	1,460.00
GRAHAM CONSTRUCTION	2026.19	Point Repair & Drainage Pipe @Lafayette/Hanley	@Lafayette/Hanley FOREMAN (40 HRS @ $47/HR)	401-751-923-0908	1,997.50
GRAHAM CONSTRUCTION	2026.19	Point Repair & Drainage Pipe @Lafayette/Hanley	@Lafayette/Hanley OPERATOR (80 HRS @ $42/HR)	401-751-923-0908	2,835.00
GRAHAM CONSTRUCTION	2026.19	Point Repair & Drainage Pipe @Lafayette/Hanley	@Lafayette/Hanley LABORERS (120 HRS @ $35/HR)	401-751-923-0908	4,637.50
GRAHAM CONSTRUCTION	2026.19	Point Repair & Drainage Pipe @Lafayette/Hanley	@Lafayette/Hanley TDM DUMP TRK (40 HRS @ $30/HR)	401-751-923-0908	315.00
GRAHAM CONSTRUCTION	2026.19	Point Repair & Drainage Pipe @Lafayette/Hanley	VACUUM EXCAVATOR	401-751-923-0908	280.00
GRAHAM CONSTRUCTION	2026.19	Point Repair & Drainage Pipe @Lafayette/Hanley	@Lafayette/Hanley MOB/DEMOB	401-751-923-0908	475.00
GRAHAM CONSTRUCTION	2026.19	Point Repair & Drainage Pipe @Lafayette/Hanley	@Lafayette/Hanley RR TRK SKID STR(8 HRS @ $35/HR)	401-751-923-0908	175.00
				Vendor 02624 - GRAHAM CONSTRUCTION Total:	**15,162.50**
Vendor: 04071 - GUICE ELECTRIC					
GUICE ELECTRIC	I-928-1	Electrical Work -Replace Control Panel LS# 50	Electrical Work -Replace Control Panel LS# 50	401-751-630-0000	1,705.63
				Vendor 04071 - GUICE ELECTRIC Total:	**1,705.63**
Vendor: 00313 - GULF COAST BUSINESS SUPPLY CO INC					
GULF COAST BUSINESS SUPPLY..	377623-0	Janitorial Supplies	Arm & Hammer Laundry Detergent (carton of 4)	001-260-510-0000	106.54
GULF COAST BUSINESS SUPPLY..	377623-0	Janitorial Supplies	LoCor Premium Jumbo Bath Tissue	001-260-510-0000	105.98
GULF COAST BUSINESS SUPPLY..	377623-0	Janitorial Supplies	Genuine Joe Paper Towel	001-260-510-0000	72.75
GULF COAST BUSINESS SUPPLY..	377623-0	Janitorial Supplies	Sprayway Foaming Glass Cleaner (carton of 12)	001-260-510-0000	46.32

Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
GULF COAST BUSINESS SUPPLY..	377623-0	Janitorial Supplies	AERO, FOAM CLEANER DISINFECTANT	001-260-510-0000	43.44
GULF COAST BUSINESS SUPPLY..	377623-0	Janitorial Supplies	Ettore Wipe 'n Dry Floor Squeegee	001-260-548-0000	29.40
GULF COAST BUSINESS SUPPLY..	377752-0	Bottled Water (pack of 40)	Bottled Water (pack of 40)	001-260-560-0000	250.56
				Vendor 00313 - GULF COAST BUSINESS SUPPLY CO INC Total:	**654.99**
Vendor: 05992 - INTAPOL INDUSTRIES, INC.					
INTAPOL INDUSTRIES, INC.	32633	Motorcycle gear for Bates	SD7580200M Police Motorcycle Helmet	001-200-535-0531	289.99
INTAPOL INDUSTRIES, INC.	32633	Motorcycle gear for Bates	Shipping	001-200-535-0531	34.99
INTAPOL INDUSTRIES, INC.	32633	Motorcycle gear for Bates	106BRBK32L Police Motorcycle Pant	001-200-535-0531	419.97
				Vendor 05992 - INTAPOL INDUSTRIES, INC. Total:	**744.95**
Vendor: 033151 - IPRINT TECHNOLOGIES					
IPRINT TECHNOLOGIES	1320042	Printer Ink for Admin Printer	Epson WorkForce Pro WF-7820 High Capacity Black	001-196-500-0000	41.00
				Vendor 033151 - IPRINT TECHNOLOGIES Total:	**41.00**
Vendor: 06238 - JACKSON COUNTY ADULT DETENTION CENTER					
JACKSON COUNTY ADULT DET...	INV0037261	PRISONER HOUSING JUNE 2026	PRISONER HOUSING JUNE 2026	001-200-520-0000	9,515.00
				Vendor 06238 - JACKSON COUNTY ADULT DETENTION CENTER Total:	**9,515.00**
Vendor: 04226 - JACKSON COUNTY UTILITY AUTHORITY					
JACKSON COUNTY UTILITY AU...	3491	WHOLESALE WW ESTIMATED FLOWS CURRENT FY	WHOLESALE WW ESTIMATED FLOWS CURRENT FY	401-751-691-0000	239,516.00
				Vendor 04226 - JACKSON COUNTY UTILITY AUTHORITY Total:	**239,516.00**
Vendor: 00123 - JACKSON-GEORGE REGIONAL LIBRARY					
JACKSON-GEORGE REGIONAL ...	INV0037341	MONTHLY ALLOCATION AUG 2026	MONTHLY ALLOCATION	101-510-640-0000	12,550.00
				Vendor 00123 - JACKSON-GEORGE REGIONAL LIBRARY Total:	**12,550.00**
Vendor: 040301 - JAMESHA DOCK					
JAMESHA DOCK	INV0037337	FLAG FOOTBALL REFUND 11-12U CO-ED	FLAG FOOTBALL REFUND 11-12U CO-ED	001-001-316-0002	75.00
				Vendor 040301 - JAMESHA DOCK Total:	**75.00**
Vendor: 003164 - JENY BLACK PRICE					
JENY BLACK PRICE	1292	Continuing Education A. Bernard	Continuing education for A. Bernard	001-200-605-0607	350.00
JENY BLACK PRICE	1293	Continuing Education for TAC C. McLendon	Leadership update for TAC McLendon	001-200-605-0607	350.00
				Vendor 003164 - JENY BLACK PRICE Total:	**700.00**
Vendor: 036371 - JEROME WETHERSBY					
JEROME WETHERSBY	INV0037326	ADULT BASKETBALL REFEREE 7/27/26	ADULT BASKETBALL REFEREE 7/27/26	001-550-688-0000	135.00
				Vendor 036371 - JEROME WETHERSBY Total:	**135.00**
Vendor: 038141 - JOE'S SEPTIC CONTRACTORS, INC					
JOE'S SEPTIC CONTRACTORS, ...	7497627	SERVICE CITY-OWNED PORTABLE TOILETS	401 EAST BEACH DR 7/3 - 7/6	401-320-688-0000	120.00
JOE'S SEPTIC CONTRACTORS, ...	7497625	SERVICE CITY-OWNED PORTABLE TOILETS	END OF ALICE ST 7/3 - 7/24	401-320-688-0000	120.00
JOE'S SEPTIC CONTRACTORS, ...	7497626	SERVICE CITY-OWNED PORTABLE TOILETS	100 FRONT BEACH - YACHT CLUB 7/3 - 7/6	401-320-688-0000	600.00
				Vendor 038141 - JOE'S SEPTIC CONTRACTORS, INC Total:	**840.00**
Vendor: 02641 - JON LIZANA					
JON LIZANA	INV0037343	CDL LICENSE RENEWAL	CDL LICENSE RENEWAL	401-751-605-0607	55.00
				Vendor 02641 - JON LIZANA Total:	**55.00**
Vendor: 040281 - KENNETH HINES					
KENNETH HINES	INV0037336	FLAG FOOTBALL REFUND - DIVISION DIDN'T MAKE	13-16U GIRLS	001-001-316-0002	75.00

Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
KENNETH HINES	INV0037336	FLAG FOOTBALL REFUND - DIVISION DIDN'T MAKE	11-12U COED	001-001-316-0002	75.00
				Vendor 040281 - KENNETH HINES Total:	**150.00**
Vendor: 02714 - LYMAN WELL COMPANY, LLC					
LYMAN WELL COMPANY, LLC	26-050	Repair Parts for water well	HALSTEAD MOTOR LABOR AND EQUIPMENT	401-750-571-0000	800.00
				Vendor 02714 - LYMAN WELL COMPANY, LLC Total:	**800.00**
Vendor: 06315 - MASON HOLLAND					
MASON HOLLAND	INV0037331	ELVIS TALK 6/25/26	ELVIS TALK 6/25/26	001-196-688-0000	100.00
				Vendor 06315 - MASON HOLLAND Total:	**100.00**
Vendor: 003128 - MASSETT SUPPLY COMPANY INC.					
MASSETT SUPPLY COMPANY I...	876329	Battery Jumper Cables	Battery Jumper Cables	001-260-548-0000	80.99
				Vendor 003128 - MASSETT SUPPLY COMPANY INC. Total:	**80.99**
Vendor: 040321 - MATT SCHUCK					
MATT SCHUCK	INV0037339	FLAG FOOTBALL REFUND 11-12U CO-ED	FLAG FOOTBALL REFUND 11-12U CO-ED	001-001-316-0002	75.00
				Vendor 040321 - MATT SCHUCK Total:	**75.00**
Vendor: 040261 - MELISSA LANNING					
MELISSA LANNING	R00479117	SENIOR CENTER DEPOSIT REFUND	SENIOR CENTER DEPOSIT REFUND	001-001-108-0000	200.00
				Vendor 040261 - MELISSA LANNING Total:	**200.00**
Vendor: 01393 - MICRO METHODS, INC.					
MICRO METHODS, INC.	2607329-448	Water sample testing as needed 6/26-9/26	Water sample testing as needed 6/26-9/26	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...	668479	Uniform Bullet Resistant Vest Osburn	SBAOCC6566 Oregon City Carrier	001-200-535-0531	303.75
MID SOUTH UNIFORM & SUPP...	668479	Uniform Bullet Resistant Vest Osburn	SBAM2 Concealable Carrier	001-200-535-0531	120.94
MID SOUTH UNIFORM & SUPP...	668479	Uniform Bullet Resistant Vest Osburn	Soft Trauma Plate 5x8	001-200-535-0531	30.94
MID SOUTH UNIFORM & SUPP...	668479	Uniform Bullet Resistant Vest Osburn	Name Tape D. Osburn	001-200-535-0531	7.00
MID SOUTH UNIFORM & SUPP...	668479	Uniform Bullet Resistant Vest Osburn	IDPatch Police 8.5x3	001-200-535-0531	8.44
MID SOUTH UNIFORM & SUPP...	668479	Uniform Bullet Resistant Vest Osburn	HW201905SBM SBA Armor LVL2 Osburn	001-200-535-0531	1,021.13
MID SOUTH UNIFORM & SUPP...	668479	Uniform Bullet Resistant Vest Osburn	EmblemE1PD Patch Front Police 2"	001-200-535-0531	8.44
MID SOUTH UNIFORM & SUPP...	668479	Uniform Bullet Resistant Vest Osburn	BWR Modify Shirt For Bodyworn Camera	001-200-535-0531	20.00
				Vendor 02610 - MID SOUTH UNIFORM & SUPPLY, INC. Total:	**1,520.64**
Vendor: 06195 - MISSISSIPPI DEPARTMENT OF EMPLOYMENT SEC					
MISSISSIPPI DEPARTMENT OF ...	INV0037328	QTR ENDING 6/30/26	QTR ENDING 6/30/26	001-180-620-0624	2,287.68
				Vendor 06195 - MISSISSIPPI DEPARTMENT OF EMPLOYMENT SEC Total:	**2,287.68**
Vendor: 00289 - MISSISSIPPI MUNICIPAL LEAGUE					
MISSISSIPPI MUNICIPAL LEAG...	43526	ON DEMAND WEBINAR - S. PFEIFFER	LEVERAGING, ENERGY, WHY, AI	001-100-605-0607	100.00
				Vendor 00289 - MISSISSIPPI MUNICIPAL LEAGUE Total:	**100.00**
Vendor: 04056 - MISSISSIPPI POWER					
MISSISSIPPI POWER	INV0037332	01267-96030 3199 GOVERNEMENT ST TRAFFIC LIGHT	01267-96030 3199 GOVERNEMENT ST TRAFFIC LIGHT	001-301-625-0000	62.36
				Vendor 04056 - MISSISSIPPI POWER Total:	**62.36**
Vendor: 00156 - MISSISSIPPI POWER COMPANY					
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	03451-61042 1014 PORTER ST	001-140-625-0000	309.69

Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	03661-61006 1018 PORTER ST	001-140-625-0000	1,355.94
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	02191-61001 512 WASH AVE SENIOR CENTER	001-193-625-0000	604.25
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	39097-91021 MARY C OUTDOOR LIGHTS	001-196-625-0000	91.69
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	43938-12027 1600 GOVT ST. MARY O KEEFE	001-196-625-0000	3,478.82
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	06561-63012 500 BIENVILLE BLVD	001-197-625-0000	65.58
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	09418-25010 731 WASHINGTON AVE	001-197-625-0000	26.48
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	04291-61008 523 DEWEY AVE	001-200-625-0000	682.21
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	56971-62007 2850 GOVT ST. - FD	001-260-625-0000	367.22
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	12021-63005 1226 BIENVILLE BLVD	001-260-625-0000	725.51
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	23821-63002 712 PINE DR	001-300-625-0000	257.22
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	22981-63016 726 PINE DR	001-300-625-0000	1,214.78
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	22351-62028 712 PINE DR	001-300-625-0000	213.04
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	22771-63016 710 PINE DRIVE	001-300-625-0000	554.96
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	23191-63009 712 PINE DRIVE UNIT A	001-300-625-0000	1,055.45
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	01834-84166 1802 GOVT STREET	001-301-625-0000	17.25
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	00911-62042 312 ALICE ST	001-301-625-0000	17.25
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	47301-61005 1109 IBERVILLE DR	001-301-625-0000	27.06
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	18099-70073 598 FRONT BEACH DR	001-301-625-0000	165.58
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	04097-78132 297 FRONT BEACH DR	001-301-625-0000	175.14
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	39331-62007 158 LAFAYETTE CIRCLE SCHOOL CAUTION	001-301-625-0000	57.33
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	27570-71026 590 WASHINGTON AVE	001-301-625-0000	27.63
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	80521-62006 511 WASHINGTON AVE	001-301-625-0000	55.58
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	53601-61007 3000 BIENVILLE	001-301-625-0000	59.21
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	36122-11009 1403 GOVT STREET	001-301-625-0000	221.40
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	46389-82004 499 FRONT BEACH DR	001-301-625-0000	239.72
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	02417-20052 920 CASH ALLEY	001-301-625-0000	55.58
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	08435-88152 500 FRONT BEACH DR	001-301-625-0000	55.58
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	08550-38041 919 CASH ALLEY	001-301-625-0000	55.58
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	10299-70019 690 WASHINGTON AVE	001-301-625-0000	55.58
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	18214-06027 1599 BIENVILLE BLVD	001-301-625-0000	55.58
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	41176-44018 / 1025 GOVERNMENT ST	001-301-625-0000	55.58
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	22924-14005 STREET LIGHTS OSU2	001-301-625-0000	205.36

8/4/26 DOCKET OF CLAIMS

Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	14791-62001 1802 GOVT STREET	001-301-625-0000	56.74
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	04081-61017 520 DEWEY AVE	001-301-625-0000	57.29
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	89121-61005 801 HOLCOMB BLVD	001-301-625-0000	68.57
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	01239-32141 2651 GOV'T ST	001-301-625-0000	71.98
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	14196-61145 712 PINE DR	001-301-625-0000	72.28
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	51741-62018 2339 GOVT STREET	001-301-625-0000	72.55
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	05790-80041 1600 GOVT ST UNIT B	001-301-625-0000	77.23
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	39541-62007 436 HANLEY RD - SCHOOL CAUTION	001-301-625-0000	57.33
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	64321-63003 3420 GOVT ST	001-301-625-0000	57.33
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	05432-61187 3101 BREEZY HILL LN	001-301-625-0000	57.44
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	09399-64084 3155 BIENVILLE BLVD	001-301-625-0000	77.68
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	17221-52008 2014 BIENVILLE BLVD TRAFFIC LIGHT	001-301-625-0000	77.68
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	79011-61007 1504 BIENVILLE BLVD	001-301-625-0000	82.07
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	01117-60046 1101 DESOTO ST	001-301-625-0000	84.86
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	09291-63002 1102 BIENVILLE BLVD	001-301-625-0000	85.00
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	03753-61078 1103 BRISTOL BLVD	001-301-625-0000	57.33
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	10041-29089 98 FRONT BEACH METERED LIGHTING	001-301-625-0000	109.57
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	04398-10027 95 ASHLEY PLACE	001-301-625-0000	58.22
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	11445-27007 / 927 WASHINGTON AVE TEMP POLE	001-301-625-0000	59.08
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	19352-15205 702 CHURCH ST	001-301-625-0000	59.08
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	32449-80008 809 WASHINGTON AVE	001-301-625-0000	59.08
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	59394-34031 927 WASHINGTON AVE	001-301-625-0000	59.08
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	08716-53039 / 927 WASHINGTON AVE FEST POLE	001-301-625-0000	59.08
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	03799-68019 1102 BIENVILLE BLVD	001-301-625-0000	57.33
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	23857-94009 725 PINE DR	001-301-625-0000	57.13
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	45432-83007 1015 DESOTO ST	001-301-625-0000	56.90
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	25770-40023 1104 GOVT STREET	001-301-625-0000	137.82
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	81991-61001 918 CALHOUN ST	001-301-625-0000	102.28
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	03457-56023 1314 GOVERNMENT ST	001-301-625-0000	70.08
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	08852-33170 1010 GOVT STREET	001-301-625-0000	60.61
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	59901-61008 1103 BRISTOL BLVD	001-301-625-0000	65.35
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	14171-36005 / 100 FRONT BEACH - OS/BILOXI BRIDGE	001-301-625-0000	1,760.96

Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	05434-88053 1017 DESOTO ST	001-301-625-0000	60.83
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	22141-61003 1400 MIDDLE AVE	001-301-625-0000	512.07
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	29711-61021 / 1000 WASHINGTON AVE (MARSHALL PARK)	001-301-625-0000	66.11
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	43430-85025 2901 GOVT TRAFFIC	001-301-625-0000	66.41
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	66831-61002 2107 BIENVILLE	001-301-625-0000	67.29
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	91431-61003 1005 THORN SCHOOL	001-301-625-0000	60.83
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	20051-64001 714 PINE DRIVE	001-301-625-0000	394.75
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	09555-13014 619 WASHINGTON AVE	001-301-625-0000	60.90
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	18210-80112 100 EARLE TAYLOR	001-301-625-0000	65.04
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	20681-64001 STREET LIGHTS	001-301-625-0000	28,703.05
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	02014-61047 400 HOLCOMB BLVD TRAFFIC LIGHT	001-301-625-0000	60.83
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	21879-95000 1101 BOWEN AVE	001-301-625-0000	68.02
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	33475-02017 916 MLK JR	001-301-625-0000	60.57
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	46681-63008 2850 GOVT STREET CAUTION LIGHT	001-301-625-0000	61.32
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	16987-49004 19 GENERAL PERSHING AVE SHEARWATER	001-301-625-0000	62.89
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	99841-61005 317 CALHOUN ST	001-301-625-0000	64.66
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	28595-76017 / 1226 BIENVILLE BLVD	001-301-625-0000	68.02
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	62841-61008 2701 BIENVILLE	001-301-625-0000	68.16
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	18934-23063 1600 GOVT STREET	001-301-625-0000	62.33
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	24456-60017 98 FRONT BEACH DRIVE	001-301-625-0000	60.40
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	67681-51002 499 FRONT BEACH DR	001-301-625-0000	590.00
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	00701-62006 400 ALICE ST	001-550-625-0000	1,976.36
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	11109-44003 214 MORRIS NOBLE RD PUMP/SPRAY PARK	001-550-625-0000	58.04
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	47511-61005 499 FRONT BEACH	001-550-625-0000	138.96
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	00692-18033 711 MAGNOLIA AVE GYM	001-550-625-0000	1,088.28
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	21311-64006 902 MLK JR	001-550-625-0000	128.31
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	43111-61005 214 MORRIS NOBLE RD	001-550-625-0000	561.89
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	16635-10013 1221 BRISTOL BLVD	001-550-625-0000	57.33
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	05236-50008 214 MORRIS NOBLE RD	001-550-625-0000	57.33
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	32201-62008 407 HALSTEAD RD	001-550-625-0000	15.61
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	23401-63002 726 PINE DR	001-550-625-0000	158.87
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	12759-08061 HALSTEAD TENNIS	001-550-625-0000	374.26

Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	28621-61002 214 MORRIS NOBLE RD	001-550-625-0000	17.25
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	22571-64008 1805 KENSINGTON AVE	001-550-625-0000	227.15
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	00931-24022 1409 MIDDLE AVE	001-550-625-0000	279.76
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	47721-61005 1805 KENSINGTON AVE INNER HARBOR	001-550-625-0000	68.51
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	61201-62018 PARK COMM 902 MLK	001-550-625-0000	65.83
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	24451-62007 1425 PORTER ST	001-550-625-0000	338.14
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	10679-55016 405-B HALSTEAD RD TENNIS PAVILLION	001-550-625-0000	243.41
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	22361-64008 317 CALHOUN ST	001-550-625-0000	11.66
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	54249-57018 400 ALICE ST SHED	001-550-625-0000	250.55
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	24451-62007 LEASE 1425 PORTER ST (FREEDOM FIELD)	008-550-603-0003	3,970.00
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	08435-88152 500 FRONT BEACH / BEACH LIGHT LEASE	008-550-603-0004	1,170.00
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	31781-62003 405 HALSTEAD WELL 8	401-750-625-0000	2,446.92
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	15631-59054 712 - C PINE STREET	401-750-625-0000	249.05
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	02401-61004 512 WASH AVE.	401-750-625-0000	1,084.16
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	02990-62016 405 HALSTEAD	401-750-625-0000	57.94
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	66871-62005 824 HANDY AVE	401-750-625-0000	2,867.00
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	05916-40005 LS 74/401 RUE CHATEAUGUAY	401-751-625-0000	111.63
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	06666-53014 LS 27/ 703 E BEACH DR	401-751-625-0000	94.14
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	08871-63019 LS 83/ 1104 BIENVILLE BLVD	401-751-625-0000	100.67
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	30521-62001 LS 16 / 120 WOODLAND CIRCLE	401-751-625-0000	104.75
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	19181-62009 LS 19- 611 E BEACH DR	401-751-625-0000	119.12
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	75471-62002 LS 39 / 110 SIMON BLVD	401-751-625-0000	63.60
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	25723-62006 LS73 / 503 RUE MAUREPAS	401-751-625-0000	83.83
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	71451-61009 LS 30 / 1203 NELSON DR	401-751-625-0000	83.25
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	26541-63016 LS67 / 4 CHANDELUER COVE	401-751-625-0000	82.97
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	61791-61003 LS 55 / 2709 BIENVILLE	401-751-625-0000	70.64
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	76541-62005 LS 2 / 422 MARTIN AVE	401-751-625-0000	81.43
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	16646-41044 LS 90/ 700 HIDDEN OAKS DR	401-751-625-0000	80.63
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	01814-13016 LS 86/400 HANLEY RD	401-751-625-0000	71.76
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	58241-62008 LS 48 / 507 BRUMBAUGH RD	401-751-625-0000	90.35
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	00691-62009 LS 14 - 424 WHISPERING PINES	401-751-625-0000	122.33
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	03049-85028 LS 94 - 813 IBERVILLE DR	401-751-625-0000	59.97

Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	71661-61009 LS 77 / 1212 NELSON DR	401-751-625-0000	57.56
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	28611-62005 LS9 / 3227 CUMBERLAND RD	401-751-625-0000	470.88
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	92921-62003 LS 4 / 202 CLEVELAND	401-751-625-0000	157.24
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	41231-62009 LS 20 / 113 HALSTEAD	401-751-625-0000	157.61
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	24421-62005 LS28/2826 BELMONT DR	401-751-625-0000	167.78
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	71671-62000 LS 47 / BREEZY HILL LN	401-751-625-0000	173.73
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	25071-63002 LS22/120 HOLCOLMB	401-751-625-0000	177.79
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	18961-63000 LS 15/ 509 SHADOWLAWN	401-751-625-0000	180.68
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	13195-70012 LS 76/ RUE DAUPHINE	401-751-625-0000	60.67
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	02551-67009 LS 7-1319 IBERVILLE DR	401-751-625-0000	364.41
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	81971-62000 LS 18 / 300 BRUMBAUGH RD	401-751-625-0000	296.04
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	59481-63009 LS 10 / 2950 BIENVILLE	401-751-625-0000	212.01
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	24241-63004 712 PINE DR/BARN SEWER	401-751-625-0000	236.22
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	30711-63000 LS 8 / 2000 BIENVILLE BLVD	401-751-625-0000	239.07
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	09101-62024 LS 60/107 HALSTEAD RD	401-751-625-0000	60.54
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	89961-62002 LS 23 / 215 MITCHELL	401-751-625-0000	266.63
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	05721-63001 LS 81/ 500 BIENVILLE BLVD	401-751-625-0000	60.42
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	36851-61007 LS 5 / 647 JACKSON AVE	401-751-625-0000	315.53
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	62051-64009 LS 6 / 261 LOVERS LANE	401-751-625-0000	149.99
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	51081-61007 LS 11 / 19 NOTTINGHAM RD	401-751-625-0000	364.58
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	03411-63013 LS 32-1338 DILLER RD	401-751-625-0000	133.79
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	51721-62001 LS 57 / 703 PINE HILLS RD	401-751-625-0000	57.71
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	71041-62000 LS 13 / 102 BRYANT	401-751-625-0000	278.69
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	13230-40143 LS1/204 WASHINGTON AVE	401-751-625-0000	1,067.91
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	00874-01009 LS 75 - RUE RIVAGE ST	401-751-625-0000	58.79
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	42281-63008 LS 21 / 100 HOLCOMB	401-751-625-0000	124.48
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	39161-64007 LS 50 / 1309 COVE PLACE	401-751-625-0000	62.23
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	91411-63009 LS 23 / 111 WINCHESTER	401-751-625-0000	131.31
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	42101-64000 LS 49 / 1302 FORT AVE	401-751-625-0000	61.57
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	36953-74016 / 1115 HELLMER'S LANE LS	401-751-625-0000	801.85
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	05318-68087 LS 95-706 MAGNOLIA	401-751-625-0000	56.52
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	66001-63000 LS 12 / 3400 GOVT ST	401-751-625-0000	513.08

Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	58461-62002 LS 24 / 417 HOLCOMB	401-751-625-0000	60.83
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	03878-70000 LS 3 - 1310 HARBOR RD	401-751-625-0000	59.22
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	81131-62000 LS 56 / 112 MYRTLE AVE	401-751-625-0000	59.21
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	66671-64003 LS 43 / 320 LOVERS LANE	401-751-625-0000	59.19
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	11431-62048 711 MAGNOLIA AVE HEADSTART	551-551-625-0000	1,668.14
MISSISSIPPI POWER COMPANY	INV0037322	SB27411-43002 CITY ELECTRIC CHARGES	27637-29024 711 MAGNOLIA AVE YMCA	551-551-625-0000	955.70
				Vendor 00156 - MISSISSIPPI POWER COMPANY Total:	**77,597.56**
Vendor: 00333 - MISSISSIPPI STATE FIRE ACADEMY					
MISSISSIPPI STATE FIRE ACAD…	14576	Mississippi Trainee Agility Test	Mississippi Trainee Agility Test	001-260-605-0607	20.00
MISSISSIPPI STATE FIRE ACAD…	14600	Tuition Charges for MS State Fire Academy	Williams, Harris Paul - Rope Rescue Technician	001-260-605-0607	250.00
MISSISSIPPI STATE FIRE ACAD…	14618	Tuition Charges for MS State Fire Academy	Wicker, Dawson - Driver Operator: Pumper	001-260-605-0607	500.00
MISSISSIPPI STATE FIRE ACAD…	14720	Tuition Charges for MS State Fire Academy	Oxner, Bobby - Driver Operator: Pumper	001-260-605-0607	500.00
				Vendor 00333 - MISSISSIPPI STATE FIRE ACADEMY Total:	**1,270.00**
Vendor: 00355 - MORIDGE MANUFACTURING, INC.					
MORIDGE MANUFACTURING, …	245987	Repair parts for Grasshopper mower (Clutch)	388840 Clutch Pig Tail	001-301-563-0000	91.30
MORIDGE MANUFACTURING, …	245987	Repair parts for Grasshopper mower (Clutch)	388740 CLutch	001-301-563-0000	337.50
				Vendor 00355 - MORIDGE MANUFACTURING, INC. Total:	**428.80**
Vendor: 033021 - MP DESIGN GROUP PLLC					
MP DESIGN GROUP PLLC	17891	OCEAN SPRINGS PUBLIC WORKS THROUGH JULY 20, 2026	OCEAN SPRINGS PUBLIC WORKS THROUGH JULY 20, 2026	005-300-911-0002	14,671.12
				Vendor 033021 - MP DESIGN GROUP PLLC Total:	**14,671.12**
Vendor: 03343 - NATIONAL FIRE PROTECTION ASSOCIATION					
NATIONAL FIRE PROTECTION …	694160	NFPA LiNK Annual Subscription	NFPA LiNK Single-User 1 Year	001-260-686-0000	169.99
				Vendor 03343 - NATIONAL FIRE PROTECTION ASSOCIATION Total:	**169.99**
Vendor: 00310 - NATIONAL LEAGUE OF CITIES					
NATIONAL LEAGUE OF CITIES	198427	MEMBER DUES CITY OF OCEAN SPRINGS	MEMBER DUES CITY OF OCEAN SPRINGS	001-100-686-0000	1,805.00
				Vendor 00310 - NATIONAL LEAGUE OF CITIES Total:	**1,805.00**
Vendor: 04545 - NORTHWESTERN UNIVERSITY					
NORTHWESTERN UNIVERSITY	30880	Additional cost to attend training in person	Lt. England prefers to attend in person training	001-200-605-0607	400.00
				Vendor 04545 - NORTHWESTERN UNIVERSITY Total:	**400.00**
Vendor: 00258 - OCEAN SPRINGS CHAMBER OF COMMERCE INC					
OCEAN SPRINGS CHAMBER OF…	INV0037259	FRIDAY AT THE FORT JULY 2026	GEARBOX - SOUND, VISUAL, ENTERTAINMENT PRODUCTION	010-140-703-0009	2,500.00
OCEAN SPRINGS CHAMBER OF…	INV0037259	FRIDAY AT THE FORT JULY 2026	EVENT ADMIN & MANAGEMENT SERVICES	010-140-703-0009	500.00
OCEAN SPRINGS CHAMBER OF…	INV0037259	FRIDAY AT THE FORT JULY 2026	PA SPEAKER RENTAL	010-140-703-0009	600.00
OCEAN SPRINGS CHAMBER OF…	INV0037259	FRIDAY AT THE FORT JULY 2026	RED & THE REVELERS PERFORMANCE FEE	010-140-703-0009	2,100.00
				Vendor 00258 - OCEAN SPRINGS CHAMBER OF COMMERCE INC Total:	**5,700.00**
Vendor: 00176 - OCEAN SPRINGS LUMBER CO					
OCEAN SPRINGS LUMBER CO	2606-019944	REPAIR PARTS FOR HOSE	C34F CLINCH HOSE COUPLER 3/4	401-750-560-0000	8.99
OCEAN SPRINGS LUMBER CO	2606-019944	REPAIR PARTS FOR HOSE	C12F FEMALE CLINCH COUPLER	401-750-560-0000	8.69
OCEAN SPRINGS LUMBER CO	2606-023805	REPAIR PART FOR STREE…	18268 ROOF SEALANT, BLACK PASTE 10.1OZ	001-301-563-0000	21.98

Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
OCEAN SPRINGS LUMBER CO	2606-025029	REPAIR PART FOR PW SHOP'S ROOF	5 GALLON FIBER ROOF COAT	001-350-563-0000	67.99
OCEAN SPRINGS LUMBER CO	2606-025602	TOOLS FOR SEWER	MN1500B8Z DURACELL AA 8PK	401-751-560-0000	10.99
OCEAN SPRINGS LUMBER CO	2606-025828	REPAIR TOOL FOR PET BAGS	KEY CUT-SINGLE OR DBL SIDED	001-301-563-0000	4.98
OCEAN SPRINGS LUMBER CO	2606-025976	REPAIR PART FOR STREET	SX-4B 1GAL PUMP SPRAYER	001-301-563-0000	23.98
OCEAN SPRINGS LUMBER CO	2606-026777	REPAIR PARTS FOR WATER	103+-013 HOSE BIBB 1/2IPS PRO	401-750-571-0000	15.99
OCEAN SPRINGS LUMBER CO	2606-026777	REPAIR PARTS FOR WATER	103-014 HOSE BIBB 3/4IPS PRO	401-750-571-0000	31.98
OCEAN SPRINGS LUMBER CO	2606-026968	REPAIR PARTS FOR DECORATIVE POLES	2X GLOSS BLACK SPRAY PAINT 12OZ	001-301-563-0000	167.76
OCEAN SPRINGS LUMBER CO	2607-029290	REPAIR PARTS FOR MAINT	DMAPL4330 1 1/4 X 16 X 18 DRILL BIT	001-300-563-0000	74.99
OCEAN SPRINGS LUMBER CO	2607-035016	Ceiling Paint for Pre1699 Museum	T538-1X GAL U/SPEC 500 EGGHELL PASTEL BASE	001-196-560-0000	57.99
OCEAN SPRINGS LUMBER CO	2607-035473	REPAIR TOOLS FOR RYAN YOUTH CENTER	C-5025-1/2 SWVLBLT SNAP 1/2"	001-300-563-0000	7.98
OCEAN SPRINGS LUMBER CO	2607-035473	REPAIR TOOLS FOR RYAN YOUTH CENTER	54807 BRAID NYLON ROPE 1/4 X 100 BARON MFG	001-300-563-0000	24.99
OCEAN SPRINGS LUMBER CO	2607-036331	Building supplies	1x 10-8 #@ Spruce	001-550-560-0000	19.33
				Vendor 00176 - OCEAN SPRINGS LUMBER CO Total:	**548.61**
Vendor: 00775 - OFFICE DEPOT INC					
OFFICE DEPOT INC	470612518001	OFFICE SUPPLIES	OFFICE DEPOT COPY PAPER, 10 REAMS, WHITE, LETTER	001-140-500-0000	534.90
OFFICE DEPOT INC	470612518001	OFFICE SUPPLIES	SHARPIE PERMANENT ULTRA-FINE POINT MARKERS, BLACK	001-140-500-0000	5.59
OFFICE DEPOT INC	470612518001	OFFICE SUPPLIES	ALLSOP MEMORY FOAM MOUSE PAD, 0.25"HX9.75"WX11.5"D	001-140-500-0000	4.99
OFFICE DEPOT INC	470612518001	OFFICE SUPPLIES	ALLSOP MEMORY FOAM WRIST REST, BLACK	001-140-500-0000	4.49
OFFICE DEPOT INC	470612518001	OFFICE SUPPLIES	AVERY READY INDEX JAN-DEC WITH CUSTOMIZEABLE TABLE	001-140-500-0000	1.86
				Vendor 00775 - OFFICE DEPOT INC Total:	**551.83**
Vendor: 06058 - OVERWATCH SUPPLY, LLC					
OVERWATCH SUPPLY, LLC	1542	Pants for patrol duty Trujillo	Born Primitive Op Pant	001-200-535-0531	288.00
				Vendor 06058 - OVERWATCH SUPPLY, LLC Total:	**288.00**
Vendor: 04785 - PARIS ACE HARDWARE					
PARIS ACE HARDWARE	41596997	Gloves grinder wheel, and Canopy	grinder wheel	001-550-630-0000	11.86
PARIS ACE HARDWARE	41596997	Gloves grinder wheel, and Canopy	gloves	001-550-630-0000	46.78
PARIS ACE HARDWARE	41599643	paint for highway 57 bathoorms	white paint	001-550-560-0000	33.01
PARIS ACE HARDWARE	41600997	paint for highway 57 bathoorms	white paint	001-550-560-0000	48.01
PARIS ACE HARDWARE	41608894	Weed eater line	Nylon line round 1174 105 red	001-550-560-0000	45.99
PARIS ACE HARDWARE	41601442	Gloves grinder wheel, and Canopy	canopy	001-550-630-0000	84.99
				Vendor 04785 - PARIS ACE HARDWARE Total:	**270.64**
Vendor: 00549 - PDQ PRINTING, INC.					
PDQ PRINTING, INC.	79463	COPIES OF WATER SYSTEM MAPS	COPIES OF WATER SYSTEM MAPS	401-750-560-0000	69.00
				Vendor 00549 - PDQ PRINTING, INC. Total:	**69.00**
Vendor: 04348 - POWER SYSTEMS OF MS, LLC					
POWER SYSTEMS OF MS, LLC	11531	Station 1 Generator Repair	Station 1 Generator Repair	001-260-630-0000	4,975.00
				Vendor 04348 - POWER SYSTEMS OF MS, LLC Total:	**4,975.00**
Vendor: 03907 - PRO-LOCK LOCKSMITH SERVICE LLC					
PRO-LOCK LOCKSMITH SERVIC...	75814	Replacement Key & FOB for Lost Tahoe 52	Lost Tahoe51 KEY-3BTN Keyless Entry Remote	001-301-560-0000	170.00
PRO-LOCK LOCKSMITH SERVIC...	75814	Replacement Key & FOB for Lost Tahoe 52	Lost Tahoe51 KEY-Originate& Program Key/Fob	001-301-560-0000	75.00

Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
PRO-LOCK LOCKSMITH SERVIC...	75814	Replacement Key & FOB for Lost Tahoe 52	Lost Tahoe51 KEY-Service Call	001-301-560-0000	75.00
PRO-LOCK LOCKSMITH SERVIC...	75814	Replacement Key & FOB for Lost Tahoe 52	Lost Tahoe51 KEY-Bill pt Transponder Key	001-301-560-0000	150.00
				Vendor 03907 - PRO-LOCK LOCKSMITH SERVICE LLC Total:	**470.00**
Vendor: 04549 - PUCKETT MACHINERY COMPANY					
PUCKETT MACHINERY COMP...	WOGP5277265	Repair to Front End Loader-DEF Manifold	618-2176 MANIFOLD GP-Manifold	001-301-630-0000	946.64
PUCKETT MACHINERY COMP...	WOGP5277265	Repair to Front End Loader-DEF Manifold	TRAVEL TO/FROM MACHINE SEG 99	001-301-630-0000	348.00
PUCKETT MACHINERY COMP...	WOGP5277265	Repair to Front End Loader-DEF Manifold	SUPPLIES/ENVIRO	001-301-630-0000	90.63
PUCKETT MACHINERY COMP...	WOGP5277265	Repair to Front End Loader-DEF Manifold	TRAVEL TO/FROM MACHINE F/R MSC	001-301-630-0000	275.00
PUCKETT MACHINERY COMP...	WOGP5277265	Repair to Front End Loader-DEF Manifold	618-2176 MANIFOLD GP-LABOR	001-301-630-0000	464.00
PUCKETT MACHINERY COMP...	WOGP5277265	Repair to Front End Loader-DEF Manifold	TROUBLESHOOT AFTERTREATMENT SYSTEM TOTAL LABOR	001-301-630-0000	232.00
				Vendor 04549 - PUCKETT MACHINERY COMPANY Total:	**2,356.27**
Vendor: 03695 - PUCKETT RENTS					
PUCKETT RENTS	1203912-0001	Repair parts for Cat 308	*PARTS 363-5819 FUEL FILTER	401-751-563-0000	33.76
PUCKETT RENTS	1203912-0001	Repair parts for Cat 308	*PARTS 415-2593 AIR FILTER	401-751-563-0000	29.89
PUCKETT RENTS	1203912-0001	Repair parts for Cat 308	*PARTS 75W-140 GEAR OIL	401-751-563-0000	97.80
PUCKETT RENTS	1203912-0001	Repair parts for Cat 308	*PARTS 415-2592 AIR FILTER	401-751-563-0000	35.63
PUCKETT RENTS	1203912-0001	Repair parts for Cat 308	*PARTS 1G-7206 FUEL FILTER	401-751-563-0000	18.64
PUCKETT RENTS	1203912-0001	Repair parts for Cat 308	*PARTS 377-6969 OIL FILTER	401-751-563-0000	21.80
				Vendor 03695 - PUCKETT RENTS Total:	**237.52**
Vendor: 00125 - PVS DX INC					
PVS DX INC	217001357-26	Chlorine Cylinder Delivery wells Jun2026-Sept2026	Chlorine Cylinder Delivery Oct 2025 - Sept 2026	401-750-543-0000	1,001.62
PVS DX INC	217001360-26	Chlorine Cylinder Delivery wells Jun2026-Sept2026	Chlorine Cylinder Delivery Oct 2025 - Sept 2026	401-750-543-0000	1,001.62
PVS DX INC	217001361-26	Chlorine Cylinder Delivery wells July2026-Sept2026	Chlorine Cylinder Delivery Oct 2025 - Sept 2026	401-750-543-0000	1,752.84
PVS DX INC	217001364-26	Chlorine Cylinder Delivery wells July2026-Sept2026	Chlorine Cylinder Delivery Oct 2025 - Sept 2026	401-750-543-0000	500.81
PVS DX INC	217001365-26	Chlorine Cylinder Delivery wells July2026-Sept2026	Chlorine Cylinder Delivery Oct 2025 - Sept 2026	401-750-543-0000	1,502.43
				Vendor 00125 - PVS DX INC Total:	**5,759.32**
Vendor: 04883 - QUICKSCORES LLC					
QUICKSCORES LLC	261534	Athletics- Quick Scores	Quick Scores Fees	001-550-540-0541	217.00
				Vendor 04883 - QUICKSCORES LLC Total:	**217.00**
Vendor: 040291 - RASHONDA BROWN					
RASHONDA BROWN	R00390873	CIVIC CENTER DEPOSIT REFUND	CIVIC CENTER DEPOSIT REFUND	001-001-108-0000	300.00
				Vendor 040291 - RASHONDA BROWN Total:	**300.00**
Vendor: 04421 - RED BUD SUPPLY COMPANY, INC.					
RED BUD SUPPLY COMPANY, ...	194181	Signs for schools and blanks for city wide use	18x24 BORDER ONLY BLACK/WHITE HIP ALUM	001-301-566-0000	668.34
RED BUD SUPPLY COMPANY, ...	194181	Signs for schools and blanks for city wide use	18x6 FYG. REFLECTIVE SIGN DURING POSTED TIMES	001-301-566-0000	586.60
				Vendor 04421 - RED BUD SUPPLY COMPANY, INC. Total:	**1,254.94**
Vendor: 039781 - ROBIN PERSON					
ROBIN PERSON	INV0037327	BASKETBALL SCOREKEEPING 7/16 & 7/27	BASKETBALL SCOREKEEPING 7/16 & 7/27	001-550-688-0000	55.00
				Vendor 039781 - ROBIN PERSON Total:	**55.00**

Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
Vendor: 038071 - RONNY BARKER					
RONNY BARKER	R00487110	SENIOR CENTER DEPOSIT REFUND	SENIOR CENTER DEPOSIT REFUND	001-001-108-0000	200.00
				Vendor 038071 - RONNY BARKER Total:	**200.00**
Vendor: 00297 - SINGING RIVER ELECTRIC COOPERATIVE					
SINGING RIVER ELECTRIC COO...	INV0037263	Invoice 11901 Member ID 124776	CONCESSION STAND - GAY LEMON	001-550-625-0000	165.00
SINGING RIVER ELECTRIC COO...	INV0037263	Invoice 11901 Member ID 124776	LEMOYNE PARK TENNIS CT	001-550-625-0000	62.69
SINGING RIVER ELECTRIC COO...	INV0037264	Member ID 66246	Hwy 90 & OS Hospital Street Lights	001-301-625-0000	35.00
SINGING RIVER ELECTRIC COO...	INV0037264	Member ID 66246	SIGN FOR HERON BAYOU	001-301-625-0000	36.54
SINGING RIVER ELECTRIC COO...	INV0037264	Member ID 66246	Hwy 90 & Hanshaw Rd	001-301-625-0000	54.18
SINGING RIVER ELECTRIC COO...	INV0037264	Member ID 66246	Ent Light Bienville Place	001-301-625-0000	46.72
SINGING RIVER ELECTRIC COO...	INV0037264	Member ID 66246	Stillwater Bluff / Hanshaw Rd	001-301-625-0000	45.06
SINGING RIVER ELECTRIC COO...	INV0037264	Member ID 66246	3001 Trentwood Dr HOA Ent Light	001-301-625-0000	40.92
SINGING RIVER ELECTRIC COO...	INV0037264	Member ID 66246	Street Light System 62029001	001-301-625-0000	13,558.99
SINGING RIVER ELECTRIC COO...	INV0037264	Member ID 66246	4003 Hanshaw Rd	001-301-625-0000	35.77
SINGING RIVER ELECTRIC COO...	INV0037264	Member ID 66246	122683001 4515 HWY 57 TEMP METER POLE	001-550-625-0000	79.93
SINGING RIVER ELECTRIC COO...	INV0037264	Member ID 66246	Deena Rd Firestation	001-550-625-0000	303.10
SINGING RIVER ELECTRIC COO...	INV0037264	Member ID 66246	3318 NOTTINGHAM RD - JOHN GILL PARK	001-550-625-0000	35.11
SINGING RIVER ELECTRIC COO...	INV0037264	Member ID 66246	1501 Deanna Rd Jackson Cty Port Auth Pump	401-750-625-0000	1,985.59
SINGING RIVER ELECTRIC COO...	INV0037264	Member ID 66246	LS 78 W Hanshaw / S RR Track	401-751-625-0000	61.11
SINGING RIVER ELECTRIC COO...	INV0037264	Member ID 66246	LS 42 Linewood Cv	401-751-625-0000	61.00
SINGING RIVER ELECTRIC COO...	INV0037264	Member ID 66246	LS 70 CCC Camp Rd / Middle Left	401-751-625-0000	60.53
SINGING RIVER ELECTRIC COO...	INV0037264	Member ID 66246	LS 44 Ft Bayou	401-751-625-0000	60.09
SINGING RIVER ELECTRIC COO...	INV0037264	Member ID 66246	Bienville Place LS #1	401-751-625-0000	52.48
SINGING RIVER ELECTRIC COO...	INV0037264	Member ID 66246	LS 80 Gibson Rd	401-751-625-0000	45.08
SINGING RIVER ELECTRIC COO...	INV0037264	Member ID 66246	LS 59 Culeoka	401-751-625-0000	44.61
SINGING RIVER ELECTRIC COO...	INV0037264	Member ID 66246	LS 71 Gibson Rd N of Hwy 90	401-751-625-0000	44.01
SINGING RIVER ELECTRIC COO...	INV0037264	Member ID 66246	LS 51 Culeoka	401-751-625-0000	66.71
SINGING RIVER ELECTRIC COO...	INV0037264	Member ID 66246	LS 72 Culeoka Phase 5	401-751-625-0000	71.28
SINGING RIVER ELECTRIC COO...	INV0037264	Member ID 66246	LS 41 Ft Bayou	401-751-625-0000	70.44
SINGING RIVER ELECTRIC COO...	INV0037264	Member ID 66246	LS 68 Riley Rd	401-751-625-0000	40.00
SINGING RIVER ELECTRIC COO...	INV0037264	Member ID 66246	LS 31 / PARKTOWN DR	401-751-625-0000	568.29
SINGING RIVER ELECTRIC COO...	INV0037264	Member ID 66246	LS 82 Notting/Diller	401-751-625-0000	40.60
SINGING RIVER ELECTRIC COO...	INV0037264	Member ID 66246	LS 69 CCC Rd and OS Rd	401-751-625-0000	204.76
SINGING RIVER ELECTRIC COO...	INV0037264	Member ID 66246	LS 58 Bienville Place #2	401-751-625-0000	161.33
SINGING RIVER ELECTRIC COO...	INV0037264	Member ID 66246	Oak St & Hwy 90	401-751-625-0000	149.25
SINGING RIVER ELECTRIC COO...	INV0037264	Member ID 66246	LS 87 Ocean Springs Rd	401-751-625-0000	82.81
SINGING RIVER ELECTRIC COO...	INV0037264	Member ID 66246	LS 40 Toscana	401-751-625-0000	88.18
SINGING RIVER ELECTRIC COO...	INV0037264	Member ID 66246	LS 79 3316 Nottingham Dr	401-751-625-0000	36.32
SINGING RIVER ELECTRIC COO...	INV0037264	Member ID 66246	LS 85 Monticello Woods	401-751-625-0000	132.98
SINGING RIVER ELECTRIC COO...	INV0037262	Membership ID 66246	Eagle Point	001-301-625-0000	54.80
SINGING RIVER ELECTRIC COO...	INV0037262	Membership ID 66246	Flashing Light Magnolia Park	001-301-625-0000	35.00
SINGING RIVER ELECTRIC COO...	INV0037262	Membership ID 66246	Ent Light Promenade 62157002	001-301-625-0000	35.87
SINGING RIVER ELECTRIC COO...	INV0037262	Membership ID 66246	Ent Light Promenade 62126002	001-301-625-0000	35.77
SINGING RIVER ELECTRIC COO...	INV0037262	Membership ID 66246	3628 Perryman Rd	001-301-625-0000	36.54
SINGING RIVER ELECTRIC COO...	INV0037262	Membership ID 66246	Ent Light Canebreak Dr	001-301-625-0000	37.20
SINGING RIVER ELECTRIC COO...	INV0037262	Membership ID 66246	Whitney Oaks Ent Lights	001-301-625-0000	38.51
SINGING RIVER ELECTRIC COO...	INV0037262	Membership ID 66246	Flashing Sign Magnolia Park	001-301-625-0000	35.00
SINGING RIVER ELECTRIC COO...	INV0037262	Membership ID 66246	Ent Light Bayou Sauvolle	001-301-625-0000	40.04
SINGING RIVER ELECTRIC COO...	INV0037262	Membership ID 66246	Traffic Sign Heron Bayou	001-301-625-0000	47.71
SINGING RIVER ELECTRIC COO...	INV0037262	Membership ID 66246	Pabst Rd Water Well	401-750-625-0000	3,030.40
SINGING RIVER ELECTRIC COO...	INV0037262	Membership ID 66246	LS 66 Perryman	401-751-625-0000	53.61
SINGING RIVER ELECTRIC COO...	INV0037262	Membership ID 66246	LS 38 Gov't @ Heron S/D	401-751-625-0000	101.63

Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
SINGING RIVER ELECTRIC COO...	INV0037262	Membership ID 66246	LS 52 / 809 Magnolia Blvd	401-751-625-0000	86.93
SINGING RIVER ELECTRIC COO...	INV0037262	Membership ID 66246	LS 89 Gollot Rd	401-751-625-0000	55.38
SINGING RIVER ELECTRIC COO...	INV0037262	Membership ID 66246	LS 37 Gulf Islands Boat Launch Rd	401-751-625-0000	39.22
SINGING RIVER ELECTRIC COO...	INV0037262	Membership ID 66246	Heron Park Lift Station	401-751-625-0000	46.39
SINGING RIVER ELECTRIC COO...	INV0037262	Membership ID 66246	LS 62 Knapp Rd	401-751-625-0000	36.54
SINGING RIVER ELECTRIC COO...	INV0037262	Membership ID 66246	LS 92 Quave Rd	401-751-625-0000	37.74
SINGING RIVER ELECTRIC COO...	INV0037334	Member ID 66246 INVOICE 10136	3730 Bienville Blvd Civic Center	001-195-625-0000	2,263.87
SINGING RIVER ELECTRIC COO...	INV0037334	Member ID 66246 INVOICE 10136	Northwest Corner Hwy 90/57	001-301-625-0000	36.98
SINGING RIVER ELECTRIC COO...	INV0037334	Member ID 66246 INVOICE 10136	Hwy 90 / Davis Bayou Rd	001-301-625-0000	152.58
SINGING RIVER ELECTRIC COO...	INV0037334	Member ID 66246 INVOICE 10136	Hwy 90 / Bienville Blvd	001-301-625-0000	50.89
SINGING RIVER ELECTRIC COO...	INV0037334	Member ID 66246 INVOICE 10136	Water Tank #4	401-750-625-0000	44.64
SINGING RIVER ELECTRIC COO...	INV0037334	Member ID 66246 INVOICE 10136	3730 Bienville Blvd Vietnam Memorial	401-750-625-0000	44.97
SINGING RIVER ELECTRIC COO...	INV0037334	Member ID 66246 INVOICE 10136	LS 84 Hwy 90 / Lakeview SD	401-751-625-0000	87.59
SINGING RIVER ELECTRIC COO...	INV0037334	Member ID 66246 INVOICE 10136	LS 103 7201 Bienville Blvd	401-751-625-0000	67.02
SINGING RIVER ELECTRIC COO...	INV0037334	Member ID 66246 INVOICE 10136	LS 104 7714 Bienville Blvd	401-751-625-0000	45.12
SINGING RIVER ELECTRIC COO...	INV0037334	Member ID 66246 INVOICE 10136	LS 102 7801 Bienville Blvd	401-751-625-0000	47.92
SINGING RIVER ELECTRIC COO...	INV0037334	Member ID 66246 INVOICE 10136	4501 Hwy 57 LS	401-751-625-0000	61.79
SINGING RIVER ELECTRIC COO...	INV0037335	MISC ACCOUNTS - MEMBER 66246	92396002 - 3810 BIENVILLE PD	001-200-625-0000	5,089.19
SINGING RIVER ELECTRIC COO...	INV0037335	MISC ACCOUNTS - MEMBER 66246	103467001 - 3810 BIENVILLE IMPOUND LOT	001-200-625-0000	38.06
SINGING RIVER ELECTRIC COO...	INV0037335	MISC ACCOUNTS - MEMBER 66246	91449002 - 3820 BIENVILLE FIRE STATION	001-260-625-0000	2,599.10
SINGING RIVER ELECTRIC COO...	INV0037335	MISC ACCOUNTS - MEMBER 66246	62181002 - ENT LIGHT MAGNOLIA BAYOU	001-301-625-0000	35.00
SINGING RIVER ELECTRIC COO...	INV0037335	MISC ACCOUNTS - MEMBER 66246	88751001 - 3220 BIENVILLE BLVD	001-301-625-0000	67.94
SINGING RIVER ELECTRIC COO...	INV0037335	MISC ACCOUNTS - MEMBER 66246	89669002 - OS REC COMPLEX	001-550-625-0000	4,037.44
SINGING RIVER ELECTRIC COO...	INV0037335	MISC ACCOUNTS - MEMBER 66246	108516001 3730 BIENVILLE BLVD (DOG PARK)	001-550-625-0000	56.32
SINGING RIVER ELECTRIC COO...	INV0037335	MISC ACCOUNTS - MEMBER 66246	89528002 - OS REC COMPLEX HWY 57	001-550-625-0000	205.07
SINGING RIVER ELECTRIC COO...	INV0037335	MISC ACCOUNTS - MEMBER 66246	89529002 - HWY 57 REC COMPLEX	001-550-625-0000	4,078.20
SINGING RIVER ELECTRIC COO...	INV0037335	MISC ACCOUNTS - MEMBER 66246	89596002 - OS REC COMPLEX HWY 57	001-550-625-0000	3,765.22
SINGING RIVER ELECTRIC COO...	INV0037335	MISC ACCOUNTS - MEMBER 66246	62644002 - LS 102 / 7300 BIENVILLE	401-751-625-0000	45.03
SINGING RIVER ELECTRIC COO...	INV0037335	MISC ACCOUNTS - MEMBER 66246	61007002 - 4606 1/2 PINEHAVEN DR LS 93	401-751-625-0000	48.21
				Vendor 00297 - SINGING RIVER ELECTRIC COOPERATIVE Total:	**45,478.89**
Vendor: 06060 - SOLAR CONTROL INC.					
SOLAR CONTROL INC.	071426	Window tint for 1703	Window tint for unit 1703	001-200-630-0000	140.00
				Vendor 06060 - SOLAR CONTROL INC. Total:	**140.00**
Vendor: 03213 - SORG PRINTING					
SORG PRINTING	112079	Envelopes	Envelopes	001-110-500-0000	324.00
SORG PRINTING	112162	Envelopes for Planning Dept	#10 Regular Envelopes - 2500 count (1 case)	001-190-560-0000	176.00
				Vendor 03213 - SORG PRINTING Total:	**500.00**

Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
Vendor: 00639 - SOUTH MISSISSIPPI BUSINESS MACHINES					
SOUTH MISSISSIPPI BUSINESS...	505071	Printer Maint/Cleaning - GRANTS	Maintenance / Cleaning Call	001-120-630-0000	359.50
SOUTH MISSISSIPPI BUSINESS...	506971	HUMAN RESOURCES PRINTING CONTRACT	HUMAN RESOURCES PRINTING CONTRACT MONTHLY	001-180-600-0600	16.10
				Vendor 00639 - SOUTH MISSISSIPPI BUSINESS MACHINES Total:	**375.60**
Vendor: 040211 - SOUTHERN RESPONSE FLEET SERVICE, LLC					
SOUTHERN RESPONSE FLEET S...	26001	Diagnostics on E3	Travel/Diagnostics	001-260-630-0000	150.00
				Vendor 040211 - SOUTHERN RESPONSE FLEET SERVICE, LLC Total:	**150.00**
Vendor: 03626 - SOUTHERN TIRE MART, LLC					
SOUTHERN TIRE MART, LLC	2500214593	Replacement tires for Dump Trucks	11R22.5/14 ZENNA DR850 CSD GL1173511225	001-301-570-0000	2,081.04
SOUTHERN TIRE MART, LLC	2500214593	Replacement tires for Dump Trucks	11R22.5/14 ZENNA AP250 AP GL1173591225	001-301-570-0000	1,281.24
SOUTHERN TIRE MART, LLC	2500214593	Replacement tires for Dump Trucks	REIMBURSEMENT OF WASTE TIRE FEE 199	001-301-570-0000	12.00
SOUTHERN TIRE MART, LLC	2500214593	Replacement tires for Dump Trucks	REIMBURSEMENT OF WASTE TIRE FEE 199	001-301-570-0000	8.00
				Vendor 03626 - SOUTHERN TIRE MART, LLC Total:	**3,382.28**
Vendor: 03929 - STARKS CONTRACTING COMPANY, INC					
STARKS CONTRACTING COMP...	789-9	PUBLIC WORKS RELOCATION THROUGH 7/14/26	PUBLIC WORKS RELOCATION THROUGH 7/14/26	005-300-911-0002	633,750.00
				Vendor 03929 - STARKS CONTRACTING COMPANY, INC Total:	**633,750.00**
Vendor: 05266 - STIG MARCUSSEN					
STIG MARCUSSEN	269755-57	CITY HALL ARTWORK LEASE AUGUST 2026	CITY HALL ARTWORK LEASE AUGUST 2026	001-140-699-0000	60.00
				Vendor 05266 - STIG MARCUSSEN Total:	**60.00**
Vendor: 036771 - SUN AUTO TIRE & SERVICE INC					
SUN AUTO TIRE & SERVICE INC	701812325	TIRES, ALIGNMENTS, FOR POLICE VEHICLES	TIRES, ALIGNMENTS, FOR POLICE VEHICLES	001-200-570-0000	297.98
SUN AUTO TIRE & SERVICE INC	701812518	TIRES, ALIGNMENTS, FOR POLICE VEHICLES	TIRES, ALIGNMENTS, FOR POLICE VEHICLES	001-200-570-0000	1,048.96
				Vendor 036771 - SUN AUTO TIRE & SERVICE INC Total:	**1,346.94**
Vendor: 06123 - TJ'S CUSTOM APPAREL					
TJ'S CUSTOM APPAREL	17253	Uniform T-Shirts and Hats	Dri-Fit Short Sleeve shirt (XXL)	001-260-535-0531	105.00
TJ'S CUSTOM APPAREL	17253	Uniform T-Shirts and Hats	Gildan - 50/50 Navy 2 color t-shirt (XXL)	001-260-535-0531	95.00
TJ'S CUSTOM APPAREL	17253	Uniform T-Shirts and Hats	Richardson Hat	001-260-535-0531	228.00
TJ'S CUSTOM APPAREL	17253	Uniform T-Shirts and Hats	Gildan - 50/50 Navy 2 color t-shirt	001-260-535-0531	584.00
TJ'S CUSTOM APPAREL	17253	Uniform T-Shirts and Hats	Dri-Fit Short Sleeve shirt	001-260-535-0531	585.00
				Vendor 06123 - TJ'S CUSTOM APPAREL Total:	**1,597.00**
Vendor: 01476 - UNIFIRST HOLDINGS, INC					
UNIFIRST HOLDINGS, INC	1530317390	FLOOR MAT AND UNIFORM SERVICE	FLOOR MAT AND UNIFORM SERVICE	001-550-535-0531	201.06
UNIFIRST HOLDINGS, INC	1530319045	FLOOR MAT AND UNIFORM SERVICE	FLOOR MAT AND UNIFORM SERVICE	001-550-535-0531	201.06
				Vendor 01476 - UNIFIRST HOLDINGS, INC Total:	**402.12**
Vendor: 03011 - WALMART COMMUNITY					
WALMART COMMUNITY	1462BCEE	custodial cleaning supplies and camp supplies	Lysol Disinfectant Spray 3pk	001-550-540-0540	87.96
WALMART COMMUNITY	726C09B3	TONER FOR PROJECT MGR/GRANTS PRINTER	SHARP MX-3050V Toner Cartridge	001-140-500-0000	101.49
WALMART COMMUNITY	7653258E	custodial cleaning supplies and camp supplies	Clorox disinfecting liquid bleach 121 oz	001-550-510-0000	49.44
WALMART COMMUNITY	7653258E	custodial cleaning supplies and camp supplies	Equate Antibiotic cream	001-550-540-0540	11.36
WALMART COMMUNITY	7653258E	custodial cleaning supplies and camp supplies	Equate Antibacterial Heavy Duty Fabric bandages	001-550-540-0540	7.92

Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
WALMART COMMUNITY	7653258E	custodial cleaning supplies and camp supplies	Equate Childrens pain reliever	001-550-540-0540	10.74
WALMART COMMUNITY	7653258E	custodial cleaning supplies and camp supplies	Lysol Wipes 4pk	001-550-540-0540	29.94
WALMART COMMUNITY	7653258E	custodial cleaning supplies and camp supplies	Frigo Cheese Heads string cheese 36ct	001-550-540-0540	49.88
WALMART COMMUNITY	7653258E	custodial cleaning supplies and camp supplies	GoGo squeeze applesauce pouches	001-550-540-0540	51.88
WALMART COMMUNITY	7653258E	custodial cleaning supplies and camp supplies	Equate kids sunscreen spray 2pk	001-550-540-0540	52.08
WALMART COMMUNITY	7653258E	custodial cleaning supplies and camp supplies	Lunchables	001-550-540-0540	11.22
WALMART COMMUNITY	7653258E	custodial cleaning supplies and camp supplies	Benadryl itch relief cream	001-550-540-0540	21.92
WALMART COMMUNITY	815F6B69	Full motion tv mount for mayor's office	USX Mount Full motion TV Wall Mount for 47-92" TV	001-140-643-0000	37.96
				Vendor 03011 - WALMART COMMUNITY Total:	**523.79**
Vendor: 05536 - WARREN PAVING, INC.					
WARREN PAVING, INC.	129741	Annual hot mix asphalt May 2026 - Sept 2026	Hot Plant Mix Asphalt Pick up MAY2026-Sept2026	001-301-902-0000	819.02
WARREN PAVING, INC.	129864	Annual hot mix asphalt May 2026 - Sept 2026	Hot Plant Mix Asphalt Pick up MAY2026-Sept2026	001-301-902-0000	622.70
				Vendor 05536 - WARREN PAVING, INC. Total:	**1,441.72**
Vendor: 039471 - WASTE PRO USA					
WASTE PRO USA	331927	610 Limestone delivered Approx 87-88 tons	610 Limestone delivered Approx 87-88 tons	401-751-923-0908	4,999.90
WASTE PRO USA	357562	LIMESTONE FOR CITY WIDE PROJECTS	#4 LIMESTONE	401-750-924-0910	4,998.75
WASTE PRO USA	357562	LIMESTONE FOR CITY WIDE PROJECTS	#4 LIMESTONE	401-750-924-0910	4,998.75
				Vendor 039471 - WASTE PRO USA Total:	**14,997.40**
Vendor: 003118 - WHITE CAP, LP					
WHITE CAP, LP	50038038016	Gas Detection Monitors for Manholes/Employees	121BWCLIP4 YELLOW BW CLIP4 CONTINUOUS RUN MULTI	401-751-571-0000	859.63
WHITE CAP, LP	50038038061	Tracing Dye for locating leaks/breaks	SP/PRESTOGREENPINT GREEN WATER TRACING DYE PINT TR	001-352-560-0000	847.89
WHITE CAP, LP	50038123192	Gas Detection Monitors for Manholes/Employees	121XTXWHMYNA GAS ALERT MAX XT II 4-GAS 121XTXWHMYN	401-751-571-0000	1,137.18
WHITE CAP, LP	50038449642	Tools and grinding wheels for PW use	324DW4523 4-1/2"X1/4" 5/8-11 METAL GRINDING	001-301-548-0000	29.20
WHITE CAP, LP	50038449642	Tools and grinding wheels for PW use	324DCD996P2 20V MAXXR BRUSHLESS 3sp HAMMERDRILL KT	001-301-548-0000	389.93
WHITE CAP, LP	50038461906	Tracing Dye/Filter Cloth/Ram Neck/Tie Wire Drainag	11351251 1" SYNKOFLEX WATERSTOP HENRY	001-352-906-0000	1,121.10
WHITE CAP, LP	50038461906	Tracing Dye/Filter Cloth/Ram Neck/Tie Wire Drainag	113TWGPVC 3LB 16GA DOMESTIC GOLD PVC COATED TIE WI	001-352-906-0000	169.80
WHITE CAP, LP	50038461906	Tracing Dye/Filter Cloth/Ram Neck/Tie Wire Drainag	157140NL3 140NL 3' X 360' NON WOVEN 120 SY	001-352-906-0000	487.00
WHITE CAP, LP	50038497106	Water Plug & Trash Grabbers	SP/2806-3 EZ REACH AND GRAB PICKUP AND REACHING TO	001-301-548-0000	246.96
WHITE CAP, LP	50038497106	Water Plug & Trash Grabbers	433112650 50LB QK HYDRAULIC WATERSTOP QUIKCRETE	401-751-571-0000	793.44
WHITE CAP, LP	50038522016	Metal Rakes & Manhole hooks	1392811600 54" 14-TINES TRUE TEMP BOW RAKE HANDLE	001-301-548-0000	193.36
				Vendor 003118 - WHITE CAP, LP Total:	**6,275.49**

Vendor Name	Payable Number	Description (Payable)	Description (Item)	Account Number	Amount
Vendor: 032331 - WOERNER LANDSCAPE GULFPORT					
WOERNER LANDSCAPE GULF…	443126	110120 BROWN MULCH BULK	BROWN MULCH	001-353-546-0000	871.50
				Vendor 032331 - WOERNER LANDSCAPE GULFPORT Total:	**871.50**
Vendor: 00234 - WYNTON'S PEST CONTROL					
WYNTON'S PEST CONTROL	296746	MONTHLY PEST SERVICES	525 DEWEY AVE	101-510-630-0000	50.00
WYNTON'S PEST CONTROL	296747	MONTHLY PEST SERVICES	400 ALICE ST	001-550-600-0600	50.00
WYNTON'S PEST CONTROL	296750	MONTHLY PEST SERVICES	1018 PORTER AVE	001-140-600-0600	75.00
				Vendor 00234 - WYNTON'S PEST CONTROL Total:	**175.00**
				Grand Total:	**1,892,576.31**

Report Summary

Fund Summary

Fund	Expense Amount
001 - GENERAL	209,744.87
005 - PUBLIC WORKS FACILITY	648,421.12
007 - TOURISM FUND	766.33
008 - FOOD AND BEVERAGE TAX 2%	5,140.00
010 - FESTIVALS	5,908.34
100 - MODERNIZATION USE TAX	84,634.00
101 - LIBRARY	12,645.00
324 - MCWI GRANTS	477,698.05
336 - HB 1353 - WATER/SEWER/INFRASTRUCTURE	4,375.00
401 - UTILITY ENTERPRISE	440,619.76
551 - TACONI BUILDING	2,623.84
Grand Total:	**1,892,576.31**

Account Summary

Account Number	Account Name	Expense Amount
001-001-108-0000	FACILITY RENTAL DEPOS...	900.00
001-001-130-0053	AMS Collection Fee / Pa...	95.75
001-001-316-0002	ATHLETIC PROGRAM RE...	450.00
001-100-605-0607	TRAVEL/TRAINING/SEM...	100.00
001-100-686-0000	DUES/MEMBERSHIPS/S...	1,805.00
001-100-924-0902	WARD 2 CAPITAL IMPR...	170.70
001-100-924-0905	WARD 5 CAPITAL IMPR...	17.49
001-110-500-0000	OFFICE SUPPLIES	324.00
001-120-630-0000	GENERAL REPAIRS & MA...	359.50
001-140-500-0000	OFFICE SUPPLIES	679.41
001-140-600-0600	CONTRACTUAL SERVICES	145.00
001-140-602-0000	COMPUTER SOFTWARE ...	10,177.50
001-140-603-0000	COMPUTER HARDWARE	150.75
001-140-625-0000	UTILITIES	1,665.63
001-140-643-0000	CITY WIDE BUILDING MA...	37.96
001-140-699-0000	OTHER SERVICES & CHA...	60.00
001-180-600-0600	CONTRACTUAL SERVICES	16.10
001-180-620-0624	UNEMPLOYMENT INSUR...	2,287.68
001-190-500-0000	OFFICE SUPPLIES	40.57
001-190-501-0000	OFFICE FURNITURE & E...	72.19
001-190-560-0000	MATERIALS & SUPPLIES	176.00
001-193-625-0000	UTILITIES	604.25
001-194-630-0000	GENERAL REPAIRS & MA...	70.00
001-195-625-0000	UTILITIES	2,263.87
001-195-630-0000	GENERAL REPAIRS & MA...	70.00
001-196-500-0000	OFFICE SUPPLIES - MARY...	41.00
001-196-560-0000	MATERIALS & SUPPLIES	495.03
001-196-600-0600	CONTRACTUAL SERVICES	70.00
001-196-610-0000	ADVERTISING - WEBSITE...	1,066.50
001-196-625-0000	UTILITIES	3,570.51
001-196-630-0000	GENERAL REPAIRS & MA...	576.87
001-196-688-0000	SPECIAL SERVICES - MAR...	292.00
001-197-625-0000	UTILITIES	92.06
001-200-520-0000	PRISONER COSTS	9,515.00
001-200-525-0000	GAS AND OIL	8,930.24
001-200-535-0531	UNIFORMS	2,553.59
001-200-570-0000	TIRES AND TUBES	1,346.94
001-200-600-0600	CONTRACTUAL SERVICES	2,500.00
001-200-605-0607	TRAVEL/TRAINING/SEM...	1,100.00
001-200-612-0000	TELEPHONE SERVICE - P...	38.76
001-200-625-0000	UTILITIES	5,809.46
001-200-630-0000	GENERAL REPAIRS & MA...	140.00

Account Summary

Account Number	Account Name	Expense Amount
001-260-510-0000	CLEANING & JANITORIAL...	375.03
001-260-535-0531	UNIFORMS	1,597.00
001-260-548-0000	SMALL TOOLS & EQUIP...	268.78
001-260-560-0000	MATERIALS & SUPPLIES	265.12
001-260-605-0607	TRAVEL/TRAINING/SEM...	1,525.00
001-260-625-0000	UTILITIES	3,691.83
001-260-630-0000	GENERAL REPAIRS & MA...	6,395.00
001-260-686-0000	DUES/MEMBERSHIPS/S...	169.99
001-300-535-0530	UNIFORM ALLOWANCES...	670.32
001-300-563-0000	REPAIR PARTS & SUPPLI...	107.96
001-300-625-0000	UTILITIES	3,295.45
001-300-686-0000	DUES/MEMBERSHIPS/S...	422.00
001-301-525-0000	GAS AND OIL	11,116.57
001-301-548-0000	SMALL TOOLS & EQUIP...	859.45
001-301-560-0000	MATERIALS & SUPPLIES	635.62
001-301-563-0000	REPAIR PARTS & SUPPLI...	1,977.00
001-301-566-0000	SIGNS AND SIGN MATER...	1,254.94
001-301-570-0000	TIRES AND TUBES	3,382.28
001-301-625-0000	UTILITIES	51,486.85
001-301-630-0000	GENERAL REPAIRS & MA...	2,626.27
001-301-902-0000	ASPHALT	1,441.72
001-301-916-0000	MACHINERY & EQUIPM...	28,598.40
001-350-563-0000	REPAIR PARTS & SUPPLI...	67.99
001-352-560-0000	MATERIALS & SUPPLIES	847.89
001-352-906-0000	DRAINAGE PROJECTS	1,777.90
001-353-546-0000	LANDSCAPE MATERIALS...	1,817.25
001-550-510-0000	CLEANING & JANITORIAL...	49.44
001-550-525-0000	GAS AND OIL	41.50
001-550-535-0531	UNIFORMS	402.12
001-550-540-0540	AFTER SCHOOL SUMMER..	334.90
001-550-540-0541	ATHLETIC SUPPLIES	217.00
001-550-560-0000	MATERIALS & SUPPLIES	146.34
001-550-600-0600	CONTRACTUAL SERVICES	75.00
001-550-602-0000	COMPUTER SOFTWARE ...	1,500.00
001-550-625-0000	UTILITIES	18,959.02
001-550-630-0000	GENERAL REPAIRS & MA...	143.63
001-550-688-0000	SPECIAL SERVICES	325.00
005-300-911-0002	PUBLIC WORKS RELOCAT...	648,421.12
007-650-704-0000	TOURISM BEAUTIFICATI...	766.33
008-550-603-0003	FREEDOM FIELD LIGHT L...	3,970.00
008-550-603-0004	BEACH WALKWAY/STRE...	1,170.00
010-140-600-0600	CONTRACTUAL SERVICES	208.34
010-140-703-0009	FRIDAYS AT THE FORT	5,700.00
100-750-630-0000	REPAIRS & MAINT - WAT...	84,634.00
101-510-630-0000	GENERAL REPAIRS & MA...	95.00
101-510-640-0000	AID TO OTHER GOVERM...	12,550.00
324-333-911-0000	CONSTRUCTION COST - ...	477,698.05
336-190-901-0000	CAPITAL IMPROVEMENT	4,375.00
401-001-365-0000	COLLECTIONS REVENUE	113.02
401-300-535-0530	UNIFORMS	326.38
401-300-602-0000	COMPUTER SOFTWARE ...	3,392.50
401-300-603-0000	COMPUTER HARDWARE	74.25
401-320-688-0000	COMFORT STATIONS	840.00
401-710-500-0000	OFFICE SUPPLIES	271.95
401-750-525-0000	GAS AND OIL	7,411.04
401-750-543-0000	CHEMICALS	5,759.32
401-750-560-0000	MATERIALS & SUPPLIES	86.68
401-750-563-0000	REPAIR PARTS & SUPPLI...	172.02

Account Summary

Account Number	Account Name	Expense Amount
401-750-571-0000	UTILITY SYSTEMS PARTS...	1,367.37
401-750-625-0000	UTILITIES	11,810.67
401-750-630-0000	GENERAL REPAIRS & MA...	100.00
401-750-686-0000	DUES/MEMBERSHIPS/S...	211.00
401-750-924-0910	WATER SYSTEM IMPRO...	119,726.22
401-751-543-0000	CHEMICALS	6,064.56
401-751-560-0000	MATERIALS & SUPPLIES	10.99
401-751-563-0000	REPAIR PARTS & SUPPLI...	409.54
401-751-571-0000	UTILITY SYSTEMS PARTS...	2,790.25
401-751-605-0607	TRAVEL/TRAINING/SEM...	110.00
401-751-625-0000	UTILITIES	12,178.81
401-751-630-0000	GENERAL REPAIRS & MA...	1,705.63
401-751-635-0000	RENTALS	750.00
401-751-686-0000	DUES/MEMBERSHIPS/S...	211.00
401-751-691-0000	SEWER SERVICE JCUA	239,516.00
401-751-923-0908	SEWER IMPROVEMENTS	25,210.56
551-551-625-0000	UTILITIES - TACONI	2,623.84
	Grand Total:	**1,892,576.31**

Project Account Summary

Project Account Key	Expense Amount
None	1,892,576.31
Grand Total:	**1,892,576.31**

Payroll Distribution Register

Ocean Springs, MS

Earning Expense Account Summary

For Pay Period: 07/04/2026 - 07/17/2026

7/24/26 Bi Weekly

Payroll Set: 01-Payroll Set 01
Packet: PYPKT01710-070426 TO 071726 PD 072426

Fund	Account Number	Account Name	Amount
001	001-110-420-0000	SALARIES	$4,377.60
001	001-120-420-0000	SALARIES	$3,224.00
001	001-140-420-0000	SALARIES	$7,420.60
001	001-140-430-0402	OVERTIME PAY	$66.70
001	001-180-420-0000	SALARIES	$3,131.30
001	001-190-420-0000	SALARIES	$4,275.11
001	001-191-420-0000	SALARIES	$9,117.46
001	001-196-420-0000	SALARIES	$4,369.61
001	001-200-420-0000	SALARIES	$95,691.33
001	001-200-421-0000	SALARIES - AUXILIARY	$3,442.50
001	001-200-425-0000	FTO PAY	$375.00
001	001-200-430-0402	OVERTIME PAY	$20,964.98
001	001-200-446-0000	GRANT-FBI O/T	$916.56
001	001-200-447-0000	OCCUPANT SAFETY GRANT O/T	$270.00
001	001-260-420-0000	SALARIES	$70,303.84
001	001-260-427-0000	OUT OF RANK PAY	$360.00
001	001-260-430-0401	FESTIVAL OVERTIME	$457.74
001	001-260-430-0402	OVERTIME PAY	$17,224.22
001	001-300-420-0000	SALARIES	$4,860.95
001	001-300-430-0402	OVERTIME PAY	$112.50
001	001-301-420-0000	SALARIES	$18,452.01
001	001-301-421-0000	GRASS-LANDSCAPING P/T HELP	$2,185.00
001	001-301-425-0000	STANDBY PAY	$75.00
001	001-301-430-0402	OVERTIME PAY	$492.26
001	001-350-420-0000	SALARIES	$2,084.64
001	001-351-420-0000	SALARIES	$6,996.01
001	001-351-430-0402	OVERTIME PAY	$476.33
001	001-352-420-0000	SALARIES	$5,833.20
001	001-352-425-0000	STANDBY PAY	$75.00
001	001-352-430-0402	OVERTIME PAY	$557.54
001	001-353-420-0000	SALARIES	$5,303.34
001	001-353-430-0402	OVERTIME PAY	$46.35
001	001-550-420-0000	SALARIES	$31,130.08
001	001-550-420-0003	SALARIES - INSTRUCTORS	$726.00
001	001-550-422-0001	PART TIME - CAMP COUNSELORS	$10,379.82
001	001-550-422-0002	PART TIME - REC AIDES	$897.01
001	001-550-422-0003	PART TIME - GRASS CUTTERS	$6,237.00
001	001-550-430-0402	OVERTIME PAY	$644.38
401	401-300-420-0000	SALARIES	$16,663.58
401	401-320-420-0000	SALARIES	$5,800.01
401	401-320-430-0400	CITY DUMP OVERTIME PAY	$614.39
401	401-320-430-0401	FESTIVAL OVERTIME	$179.63
401	401-320-430-0402	OVERTIME PAY	$536.63
401	401-710-420-0000	SALARIES	$6,432.00
401	401-710-430-0402	OVERTIME PAY	$310.66
401	401-750-420-0000	SALARIES	$10,235.20
401	401-750-425-0000	STANDBY PAY	$100.00
401	401-750-430-0402	OVERTIME PAY	$1,980.02
401	401-751-420-0000	SALARIES	$7,959.85
401	401-751-425-0000	STANDBY PAY	$100.00

Payroll Set: 01-Payroll Set 01
Packet: PYPKT01710-070426 TO 071726 PD 072426

	Deduction	Contribution	Employer Total
Posted			
Regular Payable Process			
EMPOWER TIER 5 - EMPOWER TIER 5	$958.62		$958.62
Federal W/H - Federal Income Tax Withholding	$22,437.64		$22,437.64
FLEX CHILD - CHILD CARE	$115.00		$115.00
FLEX MEDICAL - MEDICAL	$1,230.76		$1,230.76
MC - Medicare	$5,492.92	$5,492.92	$10,985.84
PERS - RETIREMENT	$31,803.73	$66,787.75	$98,591.48
PERS 2026 - PERS 2026	$766.89	$3,623.56	$4,390.45
PERS RETIREE - RETIREE RETIREMENT		$761.48	$761.48
SS - Social Security	$23,486.76	$23,486.76	$46,973.52
State W/H - State Income Tax Withholding	$9,644.00		$9,644.00
TSA - TSA DEFERRED COMPENSATION	$3,314.50		$3,314.50
Total Regular Payable Process	**$99,250.82**	**$100,152.47**	**$199,403.29**
Total Posted	**$99,250.82**	**$100,152.47**	**$199,403.29**
Not Posted			
3 MEDICAL (C) - NON-HEALTH SINGLE	$1,275.00	$6,875.82	$8,150.82
30 AFLAC - AFLAC	$432.29		$432.29
31 AFLAC (C) - AFLAC (C)	$493.36		$493.36
41 AFLAC - GROUP ACCIDENT (C)	$517.72		$517.72
42 AFLAC - GROUP CRITICAL ILLNESS (N)	$438.44		$438.44
51 MEDICAL (C) - NON-HEALTH KIDS	$990.00	$4,100.88	$5,090.88
52 MEDICAL (C) - NON-HEALTH SPOUSE	$552.50	$2,163.20	$2,715.70
53 MEDICAL (C) - NON-HEALTH FAMILY	$2,878.50	$10,627.46	$13,505.96
80 MEDICAL (C) - HEALTH SINGLE	$475.00	$8,634.74	$9,109.74
81 MEDICAL (C) - HEALTHY KIDS	$747.50	$4,767.62	$5,515.12
82 MEDICAL (C) - HEALTHY SPOUSE	$256.50	$1,372.92	$1,629.42
83 MEDICAL (C) - HEALTHY FAMILY	$2,150.50	$9,933.78	$12,084.28
CHILD SUPPORT (2 CKS - CHILD SUPPORT (2 CKS) 60	$1,117.90		$1,117.90
CHILD SUPPORT (26CK) - CHILD SUPPORT (ALL CHECKS) 62	$152.50		$152.50
DENTAL (C) - DENTAL	$3,713.02		$3,713.02
DENTAL CATCH UP - CATCH UP (C)	($91.88)		($91.88)
DUE FROM EMPLOYEE 26 - DUE FROM EMPLOYEE ALL CHECKS 126	$706.41		$706.41
LOCKARD BIWEEKLY - BI WEEKLY 57		$4,830.00	$4,830.00
MUTUAL OF OMAHA BI - MOO LIFE INSURANCE BI-WEEKLY	$611.22		$611.22
ROTH - IRA - ROTH - IRA	$150.00		$150.00
UNITED WAY - UNITED WAY	$17.50		$17.50
VISION - VISION C)	$701.35		$701.35
WOODMAN LIFE - WOODMAN LIFE	$34.15		$34.15
Total Not Posted	**$18,319.48**	**$53,306.42**	**$71,625.90**
AP Recap Totals	**$117,570.30**	**$153,458.89**	**$271,029.19**

Payroll Distribution Register

Ocean Springs, MS

Earning Expense Account Summary

For Pay Period: 07/01/2026 - 07/31/2026

July EOM

Payroll Set: 01-Payroll Set 01
Packet: PYPKT01712-JULY 2026 EOM

Fund	Account Number	Account Name	Amount
001	001-100-420-0000	SALARIES	$8,236.72
001	001-110-420-0000	SALARIES	$4,416.66
001	001-120-420-0000	SALARIES	$5,164.96
401	401-300-420-0000	SALARIES	$6,600.84
		Earnings Expense Account Summary Totals	**$24,419.18**

Payroll Set: 01-Payroll Set 01
Packet: PYPKT01712-JULY 2026 EOM

	Deduction	Contribution	Employer Total
Posted			
Regular Payable Process			
Federal W/H - Federal Income Tax Withholding	$1,215.88		$1,215.88
FLEX MO - MONTH	$35.00		$35.00
MC - Medicare	$330.53	$330.53	$661.06
MONTHLY PERS - PERS MONTHLY	$2,063.72	$4,333.83	$6,397.55
PERS RETIREE - RETIREE RETIREMENT		$281.38	$281.38
SS - Social Security	$1,413.28	$1,413.28	$2,826.56
State W/H - State Income Tax Withholding	$460.00		$460.00
TSA MO - DEF COMP MO	$375.00		$375.00
Total Regular Payable Process	**$5,893.41**	**$6,359.02**	**$12,252.43**
Total Posted	**$5,893.41**	**$6,359.02**	**$12,252.43**
Not Posted			
43 MO-AFLAC - GRP CRITICAL ILLNESS (N)	$30.20		$30.20
55 MEDICAL MO (C) - NON-HEALTH SPOUSE	$221.00	$865.28	$1,086.28
56 MEDICAL MO (C) - NON-HEALTH FAMILY	$303.00	$1,118.68	$1,421.68
85 MEDICAL MO (C) - HEALTHY SPOUSE	$342.00	$1,830.56	$2,172.56
86 MEDICAL MO (C) - HEALTHY FAMILY	$253.00	$1,168.68	$1,421.68
89 MEDICAL MO (C) - HEALTHY SINGLE	$75.00	$1,363.38	$1,438.38
DENTAL MO - MONTHLY (C)	$389.42		$389.42
DUE FROM EMPLOYEE MO - DUE FROM EMPLOYEE MONTHLY 125	$418.61		$418.61
LOCKARD MO - MONTHLY 58		$560.00	$560.00
MUTUAL OF OMAHA MO - MOO LIFE MONTHLY	$99.00		$99.00
VISION MO - MONTHLY (C)	$80.92		$80.92
Total Not Posted	**$2,212.15**	**$6,906.58**	**$9,118.73**
AP Recap Totals	**$8,105.56**	**$13,265.60**	**$21,371.16**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL								
Department: 001 - GENERAL								
Category: 20 - Taxes								
001-001-200-0000	REAL TAXES	5,135,255.00	5,135,255.00	56,929.65	4,447,245.75	0.00	-688,009.25	86.60 %
001-001-201-0000	AUTOMOBILE TAXES	742,447.00	742,447.00	68,540.52	710,458.42	0.00	-31,988.58	95.69 %
001-001-202-0000	PERSONAL PROPERTY TAXES	309,353.00	309,353.00	5,563.23	734,803.06	0.00	425,450.06	237.53 %
001-001-203-0000	PRIOR YEARS TAXES - REAL	600.00	600.00	0.00	947.08	0.00	347.08	157.85 %
001-001-204-0000	PRIOR YEARS TAXES - AUTOMOBILE	3,000.00	3,000.00	78.57	5,302.78	0.00	2,302.78	176.76 %
001-001-205-0000	PRIOR YEARS TAXES - PERSONAL	3,000.00	3,000.00	0.00	3,906.25	0.00	906.25	130.21 %
001-001-206-0000	PAYMENTS IN LIEU OF TAXES	1,000.00	1,000.00	0.00	0.00	0.00	-1,000.00	0.00 %
001-001-210-0000	PENALTIES & INTEREST ON TAXES	20,000.00	20,000.00	2,595.43	23,129.10	0.00	3,129.10	115.65 %
001-001-211-0000	CHANCERY CLERK LAND REDEMPTION	30,000.00	30,000.00	0.00	31,564.77	0.00	1,564.77	105.22 %
	Category: 20 - Taxes Total:	**6,244,655.00**	**6,244,655.00**	**133,707.40**	**5,957,357.21**	**0.00**	**-287,297.79**	**95.40%**
Category: 21 - Other Taxes								
001-001-208-0000	HOMESTEAD EXEMPTION REIMBURSE	325,000.00	325,000.00	0.00	245,085.10	0.00	-79,914.90	75.41 %
001-001-215-0000	GASOLINE TAX	14,000.00	14,000.00	6,480.93	15,265.49	0.00	1,265.49	109.04 %
001-001-216-0001	FRANCHISE TAX - MS POWER COMPANY	500,000.00	500,000.00	142,601.17	574,277.78	0.00	74,277.78	114.86 %
001-001-216-0002	FRANCHISE TAX - SINGING RIVER ELECTRIC	175,000.00	175,000.00	60,778.16	232,522.79	0.00	57,522.79	132.87 %
001-001-216-0003	FRANCHISE TAX - CABLE ONE (SPARKLIGHT)	60,000.00	60,000.00	0.00	46,913.47	0.00	-13,086.53	78.19 %
001-001-216-0004	FRANCHISE TAX - CENTERPOINT ENERGY	70,000.00	70,000.00	0.00	90,697.51	0.00	20,697.51	129.57 %
001-001-216-0005	FRANCHISE TAX - BELLSOUTH / AT&T	20,000.00	20,000.00	5,083.43	22,241.86	0.00	2,241.86	111.21 %
001-001-216-0006	FRANCHISE TAX - TELEPAK	50.00	50.00	0.00	19.04	0.00	-30.96	38.08 %
001-001-223-0000	ABC TAX	100,000.00	100,000.00	13,275.00	117,150.00	0.00	17,150.00	117.15 %
	Category: 21 - Other Taxes Total:	**1,264,050.00**	**1,264,050.00**	**228,218.69**	**1,344,173.04**	**0.00**	**80,123.04**	**106.34%**
Category: 22 - Licenses and Permits								
001-001-220-0000	PRIVILEGE LICENSES	45,000.00	45,000.00	253.20	37,549.79	0.00	-7,450.21	83.44 %
001-001-221-0000	FOOD TRUCK VENDOR LICENSE	0.00	0.00	0.00	1,303.97	0.00	1,303.97	0.00 %
001-001-222-0000	BUILDING PERMITS	250,000.00	250,000.00	44,973.00	381,616.00	0.00	131,616.00	152.65 %
001-001-224-0000	GOLF CART LICENSE	40,000.00	40,000.00	1,850.00	51,100.00	0.00	11,100.00	127.75 %
001-001-225-0000	OTHER PLANNING FEES/PERMITS	50,000.00	50,000.00	15,043.25	126,010.77	0.00	76,010.77	252.02 %
	Category: 22 - Licenses and Permits Total:	**385,000.00**	**385,000.00**	**62,119.45**	**597,580.53**	**0.00**	**212,580.53**	**155.22%**
Category: 23 - Intergovernmental Revenues								
001-001-230-0000	GRANT-FBI O/T	21,740.50	21,740.50	0.00	16,342.68	0.00	-5,397.82	75.17 %
001-001-231-0000	GRANT - HIDTA VEHICLE	8,400.00	8,400.00	0.00	2,100.00	0.00	-6,300.00	25.00 %
001-001-250-0000	MUNICIPAL REVOLVING FUND	10,000.00	10,000.00	1,525.67	14,887.32	0.00	4,887.32	148.87 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
001-001-260-0000	GENERAL SALES TAX	6,700,000.00	6,700,000.00	596,764.22	6,104,232.50	0.00	-595,767.50	91.11 %
001-001-275-0201	Grant - HIDTA O/T	0.00	0.00	0.00	2,648.88	0.00	2,648.88	0.00 %
001-001-278-0000	OCCUPANT SAFETY GRANT SEATBELT	0.00	0.00	3,256.39	7,736.64	0.00	7,736.64	0.00 %
	Category: 23 - Intergovernmental Revenues Total:	**6,740,140.50**	**6,740,140.50**	**601,546.28**	**6,147,948.02**	**0.00**	**-592,192.48**	**91.21%**
Category: 28 - Charges for Government Services								
001-001-285-0000	DISPATCH SERVICE REVENUE	12,000.00	12,000.00	1,000.00	10,000.00	0.00	-2,000.00	83.33 %
	Category: 28 - Charges for Government Services Total:	**12,000.00**	**12,000.00**	**1,000.00**	**10,000.00**	**0.00**	**-2,000.00**	**83.33%**
Category: 31 - Culture and Recreation								
001-001-316-0001	AFTER SCHOOL/SUMMER CAMP FEES	230,000.00	230,000.00	41,251.66	204,860.95	0.00	-25,139.05	89.07 %
001-001-316-0002	ATHLETIC PROGRAM REGISTRATION FEES	75,000.00	75,000.00	5,975.00	62,249.80	0.00	-12,750.20	83.00 %
001-001-316-0003	PARKS DEPT - OTHER INCOME	10,000.00	10,000.00	2,082.26	10,475.00	0.00	475.00	104.75 %
001-001-316-0004	POTTERY PROGRAMS	45,000.00	45,000.00	952.00	45,862.00	0.00	862.00	101.92 %
	Category: 31 - Culture and Recreation Total:	**360,000.00**	**360,000.00**	**50,260.92**	**323,447.75**	**0.00**	**-36,552.25**	**89.85%**
Category: 33 - Fines and Forfeits								
001-001-330-0330	COURT LATE FEES	1,200.00	1,200.00	200.00	1,287.00	0.00	87.00	107.25 %
001-001-330-0331	COURT FINES	200,000.00	200,000.00	22,021.25	190,856.09	0.00	-9,143.91	95.43 %
001-001-330-0332	COURT OPERATION FEES	25,000.00	25,000.00	5,693.00	43,526.92	0.00	18,526.92	174.11 %
001-001-330-0333	COURT TECH FEE	15,000.00	15,000.00	3,539.00	26,777.12	0.00	11,777.12	178.51 %
001-001-330-0334	COURT WIRELESS TECH FEE	0.00	0.00	1,866.75	2,698.25	0.00	2,698.25	0.00 %
001-001-330-0335	COURT ADMINISTRATION FEES	1,000.00	1,000.00	0.00	530.00	0.00	-470.00	53.00 %
	Category: 33 - Fines and Forfeits Total:	**242,200.00**	**242,200.00**	**33,320.00**	**265,675.38**	**0.00**	**23,475.38**	**109.69%**
Category: 34 - Miscellaneous								
001-001-234-0000	OSSD COLLECTION FEE	46,626.00	46,626.00	0.00	46,626.00	0.00	0.00	100.00 %
001-001-262-0000	PRO RATA COUNTY ROAD TAX	875,000.00	875,000.00	31,749.22	1,162,600.61	0.00	287,600.61	132.87 %
001-001-316-0000	P/Y CHILDCARE FEES	0.00	0.00	0.00	-100.00	0.00	-100.00	0.00 %
001-001-317-0000	SPECIAL EVENT FEES	2,000.00	2,000.00	55.00	2,095.00	0.00	95.00	104.75 %
001-001-340-0000	INTEREST EARNED	400,000.00	400,000.00	0.00	346,497.40	0.00	-53,502.60	86.62 %
001-001-341-0000	TOWER LEASE - AT&T	10,560.00	10,560.00	880.00	7,920.00	0.00	-2,640.00	75.00 %
001-001-341-0001	TOWER LEASE - CELLULAR SOUTH	50,940.00	50,940.00	4,390.60	42,886.80	0.00	-8,053.20	84.19 %
001-001-341-0340	CIVIC CENTER USE FEES	9,000.00	9,000.00	1,800.00	18,650.00	0.00	9,650.00	207.22 %
001-001-341-0341	COMM CENTER RENTAL FEE	8,650.00	8,650.00	0.00	0.00	0.00	-8,650.00	0.00 %
001-001-341-0342	RYAN YOUTH CENTER RENTAL FEE	2,000.00	2,000.00	0.00	325.00	0.00	-1,675.00	16.25 %
001-001-341-0343	SR CITIZEN RENTAL FEES	1,000.00	1,000.00	200.00	600.00	0.00	-400.00	60.00 %
001-001-341-0345	PARK & RECREATION RENTALS	12,000.00	12,000.00	250.00	6,110.00	0.00	-5,890.00	50.92 %
001-001-341-0346	FORT MAUREPAS RENTALS	1,000.00	1,000.00	125.00	2,000.00	0.00	1,000.00	200.00 %
	Category: 34 - Miscellaneous Total:	**1,418,776.00**	**1,418,776.00**	**39,449.82**	**1,636,210.81**	**0.00**	**217,434.81**	**115.33%**
Category: 35 - Miscellaneous								
001-001-352-0000	JACKSON COUNTY BOS REVENUE	260,000.00	260,000.00	0.00	260,000.00	0.00	0.00	100.00 %
001-001-352-0002	JACKSON COUNTY - MARY C FLOW THROUGH	20,000.00	20,000.00	20,000.00	20,000.00	0.00	0.00	100.00 %
001-001-353-0000	INSURANCE PROCEEDS	0.00	38,308.00	0.00	38,307.59	0.00	-0.41	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
001-001-354-0000	LOCAL: REIMB TRAINING PUB SAFY	7,500.00	7,500.00	0.00	837.44	0.00	-6,662.56	11.17 %
001-001-356-0000	SALE OF ASSETS	4,000.00	4,000.00	0.00	1,420.00	0.00	-2,580.00	35.50 %
001-001-359-0000	OTHER INCOME	85,000.00	85,000.00	2,475.66	100,118.93	0.00	15,118.93	117.79 %
	Category: 35 - Miscellaneous Total:	**376,500.00**	**414,808.00**	**22,475.66**	**420,683.96**	**0.00**	**5,875.96**	**101.42%**
Category: 38 - Transfers and Non Revenue Receipts								
001-001-380-0001	DONATIONS- MYC	0.00	0.00	0.00	2,019.15	0.00	2,019.15	0.00 %
001-001-380-0002	TRANSFER FROM ENTERPRISE	67,570.55	67,570.55	0.00	12,000.00	0.00	-55,570.55	17.76 %
001-001-380-0383	TRANSFER FROM OTHER FUNDS	0.00	0.00	55,570.55	55,570.55	0.00	55,570.55	0.00 %
001-001-380-0384	TRANSFER FROM 2% - TOURISM SUPPORT	40,000.00	40,000.00	0.00	40,000.00	0.00	0.00	100.00 %
001-001-385-0000	WORKING CASH	1,700,000.00	1,700,000.00	0.00	0.00	0.00	-1,700,000.00	0.00 %
	Category: 38 - Transfers and Non Revenue Receipts Total:	**1,807,570.55**	**1,807,570.55**	**55,570.55**	**109,589.70**	**0.00**	**-1,697,980.85**	**6.06%**
	Department: 001 - GENERAL Total:	**18,850,892.05**	**18,889,200.05**	**1,227,668.77**	**16,812,666.40**	**0.00**	**-2,076,533.65**	**89.01%**
Department: 100 - Board of Aldermen								
Category: 40 - Personnel Services								
001-100-420-0000	SALARIES	98,841.00	98,841.00	8,236.72	82,367.20	0.00	16,473.80	83.33 %
001-100-460-0000	STATE RETIREMENT-CITY'S SHARE	18,187.00	18,187.00	1,556.70	15,196.47	0.00	2,990.53	83.56 %
001-100-470-0000	FICA TAXES - CITY'S SHARE	7,562.00	7,562.00	583.78	5,925.17	0.00	1,636.83	78.35 %
001-100-480-0000	EMPLOYEE GROUP INSURANCE	24,789.00	24,789.00	2,819.48	23,118.95	0.00	1,670.05	93.26 %
	Category: 40 - Personnel Services Total:	**149,379.00**	**149,379.00**	**13,196.68**	**126,607.79**	**0.00**	**22,771.21**	**84.76%**
Category: 60 - Contractual Services								
001-100-600-0600	CONTRACTUAL SERVICES	0.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00 %
001-100-605-0607	TRAVEL/TRAINING/SEMINARS	6,000.00	6,000.00	0.00	6,046.20	0.00	-46.20	100.77 %
001-100-686-0000	DUES/MEMBERSHIPS/SUBSCRIPTIONS	9,900.00	9,900.00	0.00	7,771.60	0.00	2,128.40	78.50 %
	Category: 60 - Contractual Services Total:	**15,900.00**	**25,900.00**	**0.00**	**13,817.80**	**0.00**	**12,082.20**	**53.35%**
Category: 70 - Grants, Subsidies, & Allocations								
001-100-703-0000	MISC PROMOTIONS	7,000.00	7,000.00	0.00	6,950.00	0.00	50.00	99.29 %
	Category: 70 - Grants, Subsidies, & Allocations Total:	**7,000.00**	**7,000.00**	**0.00**	**6,950.00**	**0.00**	**50.00**	**99.29%**
Category: 90 - Capital Outlay								
001-100-916-0000	MACHINERY & EQUIPMENT	0.00	3,593.75	0.00	3,593.75	0.00	0.00	100.00 %
001-100-924-0900	AT-LARGE CAPITAL IMPROVEMENTS	6,000.00	6,531.88	0.00	531.88	0.00	6,000.00	8.14 %
001-100-924-0901	WARD 1 CAPITAL IMPROVEMENTS	6,000.00	6,000.00	500.00	1,000.00	0.00	5,000.00	16.67 %
001-100-924-0902	WARD 2 CAPITAL IMPROVEMENTS	6,000.00	6,000.00	85.35	85.35	170.70	5,743.95	4.27 %
001-100-924-0903	WARD 3 CAPITAL IMPROVEMENTS	6,000.00	7,530.91	0.00	1,530.91	0.00	6,000.00	20.33 %
001-100-924-0904	WARD 4 CAPITAL IMPROVEMENTS	6,000.00	9,356.64	0.00	3,356.64	0.00	6,000.00	35.87 %
001-100-924-0905	WARD 5 CAPITAL IMPROVEMENTS	6,000.00	6,000.00	0.00	2,000.00	17.99	3,982.01	33.63 %
001-100-924-0906	WARD 6 CAPITAL IMPROVEMENTS	6,000.00	6,739.30	0.00	2,868.30	0.00	3,871.00	42.56 %
	Category: 90 - Capital Outlay Total:	**42,000.00**	**51,752.48**	**585.35**	**14,966.83**	**188.69**	**36,596.96**	**29.28%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Category: 95 - Transfers Out								
001-100-950-0956	MARY C NON-PROFIT	20,000.00	20,000.00	20,000.00	20,000.00	0.00	0.00	100.00 %
	Category: 95 - Transfers Out Total:	**20,000.00**	**20,000.00**	**20,000.00**	**20,000.00**	**0.00**	**0.00**	**100.00%**
	Department: 100 - Board of Aldermen Total:	**234,279.00**	**254,031.48**	**33,782.03**	**182,342.42**	**188.69**	**71,500.37**	**71.85%**
Department: 110 - COURT DEPARTMENT								
Category: 40 - Personnel Services								
001-110-420-0000	SALARIES	166,818.00	166,818.00	13,171.86	145,447.41	0.00	21,370.59	87.19 %
001-110-432-0000	PERSONAL (TERMINAL) PAY	0.00	0.00	0.00	4,142.40	0.00	-4,142.40	0.00 %
001-110-460-0000	STATE RETIREMENT-CITY'S SHARE	30,695.00	30,695.00	2,489.49	27,590.38	0.00	3,104.62	89.89 %
001-110-470-0000	FICA TAXES - CITY'S SHARE	12,762.00	12,762.00	899.94	10,359.15	0.00	2,402.85	81.17 %
001-110-480-0000	EMPLOYEE GROUP INSURANCE	47,117.00	47,117.00	4,361.56	43,940.20	0.00	3,176.80	93.26 %
	Category: 40 - Personnel Services Total:	**257,392.00**	**257,392.00**	**20,922.85**	**231,479.54**	**0.00**	**25,912.46**	**89.93%**
Category: 50 - Supplies								
001-110-500-0000	OFFICE SUPPLIES	2,500.00	2,500.00	0.00	1,181.09	599.56	719.35	71.23 %
001-110-501-0000	OFFICE FURNITURE & EQUIPMENT	500.00	500.00	179.99	179.99	0.00	320.01	36.00 %
001-110-535-0531	UNIFORMS	500.00	500.00	0.00	0.00	0.00	500.00	0.00 %
001-110-560-0000	MATERIALS & SUPPLIES	3,300.00	3,300.00	0.00	0.00	0.00	3,300.00	0.00 %
	Category: 50 - Supplies Total:	**6,800.00**	**6,800.00**	**179.99**	**1,361.08**	**599.56**	**4,839.36**	**28.83%**
Category: 60 - Contractual Services								
001-110-600-0600	CONTRACTUAL SERVICES	1,260.00	1,260.00	96.96	966.85	337.38	-44.23	103.51 %
001-110-600-0601	ATTORNEY FEES - CASE RELATED	25,000.00	25,000.00	1,800.00	1,800.00	0.00	23,200.00	7.20 %
001-110-602-0000	COMPUTER SOFTWARE & SUPPORT	32,274.00	32,274.00	47.98	23,559.80	0.00	8,714.20	73.00 %
001-110-605-0607	TRAVEL/TRAINING/SEMINARS	1,500.00	1,500.00	0.00	100.00	0.00	1,400.00	6.67 %
001-110-611-0000	TELEPHONE	540.00	540.00	0.00	0.00	0.00	540.00	0.00 %
001-110-630-0000	GENERAL REPAIRS & MAINTENANCE	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00 %
001-110-686-0000	DUES/MEMBERSHIPS/SUBSCRIPTIONS	500.00	500.00	0.00	150.00	0.00	350.00	30.00 %
	Category: 60 - Contractual Services Total:	**62,574.00**	**62,574.00**	**1,944.94**	**26,576.65**	**337.38**	**35,659.97**	**43.01%**
	Department: 110 - COURT DEPARTMENT Total:	**326,766.00**	**326,766.00**	**23,047.78**	**259,417.27**	**936.94**	**66,411.79**	**79.68%**
Department: 120 - EXECUTIVE MAYOR								
Category: 40 - Personnel Services								
001-120-420-0000	SALARIES	180,745.00	180,745.00	11,552.96	150,760.08	0.00	29,984.92	83.41 %
001-120-432-0000	Personal (Terminal) Pay	0.00	0.00	0.00	2,726.33	0.00	-2,726.33	0.00 %
001-120-460-0000	STATE RETIREMENT-CITY'S SHARE	31,334.00	31,334.00	2,038.36	26,047.05	0.00	5,286.95	83.13 %
001-120-470-0000	FICA TAXES - CITY'S SHARE	13,827.00	13,827.00	848.03	11,270.59	0.00	2,556.41	81.51 %
001-120-480-0000	EMPLOYEE GROUP INSURANCE	27,726.00	27,726.00	1,772.12	17,721.20	0.00	10,004.80	63.92 %
	Category: 40 - Personnel Services Total:	**253,632.00**	**253,632.00**	**16,211.47**	**208,525.25**	**0.00**	**45,106.75**	**82.22%**
Category: 50 - Supplies								
001-120-500-0000	OFFICE SUPPLIES	2,600.00	3,100.00	1,014.00	2,898.10	0.00	201.90	93.49 %
001-120-501-0000	OFFICE FURNITURE & EQUIPMENT	1,000.00	6,000.00	0.00	5,488.04	0.00	511.96	91.47 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
001-120-535-0531	UNIFORMS	800.00	800.00	0.00	407.40	117.00	275.60	65.55 %
001-120-549-0544	SPECIAL PROJECTS SUPPLIES	1,000.00	1,000.00	0.00	979.76	0.00	20.24	97.98 %
001-120-551-0000	YOUTH COUNCIL EVENTS	3,250.00	2,250.00	0.00	1,230.15	0.00	1,019.85	54.67 %
001-120-552-0000	YOUTH COUNCIL SUPPLIES	3,250.00	3,250.00	0.00	678.84	1,654.50	916.66	71.80 %
	Category: 50 - Supplies Total:	**11,900.00**	**16,400.00**	**1,014.00**	**11,682.29**	**1,771.50**	**2,946.21**	**82.04%**
Category: 60 - Contractual Services								
001-120-600-0000	COMPREHENSIVE PLAN	55,000.00	55,000.00	0.00	109.10	0.00	54,890.90	0.20 %
001-120-600-0600	CONTRACTUAL SERVICES	2,764.00	2,764.00	22.00	522.50	0.00	2,241.50	18.90 %
001-120-600-0602	ATTORNEY FEES	118,800.00	118,800.00	9,840.00	98,400.00	0.00	20,400.00	82.83 %
001-120-600-0603	Attorney - Non Contract	70,000.00	70,000.00	687.50	26,589.89	0.00	43,410.11	37.99 %
001-120-600-0611	ENGINEERING - PUBLIC WORKS	5,000.00	5,000.00	1,832.50	1,832.50	0.00	3,167.50	36.65 %
001-120-600-0612	ENGINEERING FEES	15,000.00	15,000.00	5,003.25	14,996.25	0.00	3.75	99.98 %
001-120-602-0000	COMPUTER SOFTWARE & SUPPORT	7,633.00	7,633.00	77.96	7,485.19	0.00	147.81	98.06 %
001-120-605-0607	TRAVEL/TRAINING/SEMINARS	5,000.00	6,200.00	127.94	3,850.70	0.00	2,349.30	62.11 %
001-120-608-0000	LOBBYISTS / CONSULTANTS	52,000.00	52,000.00	3,300.00	23,973.36	0.00	28,026.64	46.10 %
001-120-611-0000	TELEPHONE	2,115.00	2,115.00	180.38	1,800.25	0.00	314.75	85.12 %
001-120-630-0000	GENERAL REPAIRS & MAINTENANCE	1,000.00	1,000.00	0.00	756.17	359.50	-115.67	111.57 %
001-120-686-0000	DUES/MEMBERSHIPS/SUBSCRIPTIONS	400.00	400.00	20.95	385.69	0.00	14.31	96.42 %
001-120-699-0000	OTHER SERVICES & CHARGES	5,800.00	5,800.00	0.00	3,323.80	0.00	2,476.20	57.31 %
	Category: 60 - Contractual Services Total:	**340,512.00**	**341,712.00**	**21,092.48**	**184,025.40**	**359.50**	**157,327.10**	**53.96%**
Category: 70 - Grants, Subsidies, & Allocations								
001-120-703-0000	MISC PROMOTIONS	6,000.00	6,000.00	0.00	2,190.00	0.00	3,810.00	36.50 %
	Category: 70 - Grants, Subsidies, & Allocations Total:	**6,000.00**	**6,000.00**	**0.00**	**2,190.00**	**0.00**	**3,810.00**	**36.50%**
	Department: 120 - EXECUTIVE MAYOR Total:	**612,044.00**	**617,744.00**	**38,317.95**	**406,422.94**	**2,131.00**	**209,190.06**	**66.14%**
Department: 140 - SUPERVISION & FINANCE								
Category: 40 - Personnel Services								
001-140-420-0000	SALARIES	189,516.00	189,516.00	14,841.18	167,282.48	0.00	22,233.52	88.27 %
001-140-420-0001	LONGEVITY PAY - GENERAL FUND	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	0.00 %
001-140-430-0402	OVERTIME PAY	6,000.00	6,000.00	66.70	2,738.41	0.00	3,261.59	45.64 %
001-140-432-0000	PERSONAL (TERMINAL) PAY	0.00	5,222.00	0.00	0.00	0.00	5,222.00	0.00 %
001-140-460-0000	STATE RETIREMENT-CITY'S SHARE	34,643.00	34,643.00	2,817.58	31,386.36	0.00	3,256.64	90.60 %
001-140-470-0000	FICA TAXES - CITY'S SHARE	14,957.00	14,957.00	1,114.88	12,754.70	0.00	2,202.30	85.28 %
001-140-480-0000	EMPLOYEE GROUP INSURANCE	10,677.00	10,677.00	889.73	8,791.05	0.00	1,885.95	82.34 %
001-140-492-0000	COMP (TERMINAL) PAY	0.00	0.00	0.00	151.54	0.00	-151.54	0.00 %
	Category: 40 - Personnel Services Total:	**455,793.00**	**461,015.00**	**19,730.07**	**223,104.54**	**0.00**	**237,910.46**	**48.39%**
Category: 50 - Supplies								
001-140-500-0000	OFFICE SUPPLIES	7,000.00	6,000.00	518.37	3,305.72	677.91	2,016.37	66.39 %
001-140-535-0531	UNIFORMS	600.00	600.00	0.00	0.00	0.00	600.00	0.00 %
001-140-560-0000	MATERIALS & SUPPLIES	1,500.00	2,500.00	273.20	1,691.75	0.00	808.25	67.67 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
001-140-563-0000	REPAIR PARTS & SUPPLIES	1,000.00	1,000.00	0.00	157.98	0.00	842.02	15.80 %
	Category: 50 - Supplies Total:	**10,100.00**	**10,100.00**	**791.57**	**5,155.45**	**677.91**	**4,266.64**	**57.76%**
Category: 60 - Contractual Services								
001-140-600-0600	CONTRACTUAL SERVICES	50,545.00	50,545.00	17,090.42	34,209.90	1,371.40	14,963.70	70.40 %
001-140-602-0000	COMPUTER SOFTWARE & SUPPORT	155,969.00	175,969.00	25,380.52	131,259.68	20,187.76	24,521.56	86.06 %
001-140-603-0000	COMPUTER HARDWARE	42,310.50	42,310.50	552.69	39,385.77	2,097.99	826.74	98.05 %
001-140-605-0607	TRAVEL/TRAINING/SEMINARS	7,500.00	7,500.00	25.00	3,633.09	0.00	3,866.91	48.44 %
001-140-606-0000	POSTAGE	9,000.00	9,000.00	839.95	8,087.12	0.00	912.88	89.86 %
001-140-610-0000	ADVERTISING	5,000.00	5,000.00	154.33	601.36	0.00	4,398.64	12.03 %
001-140-611-0000	TELEPHONE	540.00	540.00	46.55	470.03	0.00	69.97	87.04 %
001-140-612-0000	TELEPHONE - KLOUD 7	42,804.72	42,804.72	7,155.20	35,729.64	0.00	7,075.08	83.47 %
001-140-613-0000	CITYWIDE INTERNET SERVICE	24,060.00	24,060.00	3,017.84	24,864.18	0.00	-804.18	103.34 %
001-140-615-0000	PRINTING & BINDING	1,300.00	1,300.00	0.00	0.00	0.00	1,300.00	0.00 %
001-140-625-0000	UTILITIES	18,000.00	18,000.00	1,611.32	14,974.32	0.00	3,025.68	83.19 %
001-140-630-0000	GENERAL REPAIRS & MAINTENANCE	5,000.00	5,000.00	0.00	325.00	100.00	4,575.00	8.50 %
001-140-643-0000	CITY WIDE BUILDING MAINTENANCE	30,000.00	30,000.00	2,485.70	17,584.43	463.64	11,951.93	60.16 %
001-140-680-0000	AD VALOREM COLLECTION FEES	60,000.00	60,000.00	5,000.00	55,200.00	0.00	4,800.00	92.00 %
001-140-686-0000	DUES/MEMBERSHIPS/SUBSCRIPTIONS	500.00	500.00	0.00	271.50	0.00	228.50	54.30 %
001-140-699-0000	OTHER SERVICES & CHARGES	3,000.00	3,000.00	60.00	2,467.00	0.00	533.00	82.23 %
	Category: 60 - Contractual Services Total:	**455,529.22**	**475,529.22**	**63,419.52**	**369,063.02**	**24,220.79**	**82,245.41**	**82.70%**
	Department: 140 - SUPERVISION & FINANCE Total:	**921,422.22**	**946,644.22**	**83,941.16**	**597,323.01**	**24,898.70**	**324,422.51**	**65.73%**
Department: 180 - HUMAN RESOURCES								
Category: 40 - Personnel Services								
001-180-420-0000	SALARIES	81,777.00	81,777.00	6,262.61	76,180.82	0.00	5,596.18	93.16 %
001-180-460-0000	STATE RETIREMENT-CITY'S SHARE	15,047.00	15,047.00	1,183.64	14,048.61	0.00	998.39	93.36 %
001-180-470-0000	FICA TAXES - CITY'S SHARE	6,256.00	6,256.00	448.42	5,521.24	0.00	734.76	88.26 %
001-180-480-0000	EMPLOYEE GROUP INSURANCE	10,275.00	10,275.00	856.21	8,562.13	0.00	1,712.87	83.33 %
	Category: 40 - Personnel Services Total:	**113,355.00**	**113,355.00**	**8,750.88**	**104,312.80**	**0.00**	**9,042.20**	**92.02%**
Category: 50 - Supplies								
001-180-500-0000	OFFICE SUPPLIES	500.00	500.00	0.00	7.62	0.00	492.38	1.52 %
001-180-501-0000	OFFICE FURNITURE & EQUIPMENT	0.00	4,170.00	46.17	4,286.70	0.00	-116.70	102.80 %
001-180-535-0531	UNIFORMS	220.00	220.00	0.00	0.00	0.00	220.00	0.00 %
001-180-560-0000	MATERIALS AND SUPPLIES - CIVIL SERVICE	1,000.00	1,000.00	0.00	0.00	49.72	950.28	4.97 %
	Category: 50 - Supplies Total:	**1,720.00**	**5,890.00**	**46.17**	**4,294.32**	**49.72**	**1,545.96**	**73.75%**
Category: 60 - Contractual Services								
001-180-600-0600	CONTRACTUAL SERVICES	1,500.00	1,500.00	341.37	398.42	200.00	901.58	39.89 %
001-180-602-0000	COMPUTER SOFTWARE & SUPPORT	1,400.00	1,400.00	23.99	642.67	0.00	757.33	45.91 %
001-180-604-0000	PHYSICAL EXAMS & TESTING	10,000.00	10,000.00	681.06	4,153.56	0.00	5,846.44	41.54 %
001-180-605-0607	TRAVEL/TRAINING/SEMINARS	3,500.00	3,500.00	606.97	2,302.94	0.00	1,197.06	65.80 %
001-180-610-0000	ADVERTISING	2,200.00	2,200.00	95.09	1,449.45	0.00	750.55	65.88 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
001-180-611-0000	TELEPHONE	1,080.00	1,080.00	93.10	919.88	0.00	160.12	85.17 %
001-180-620-0620	BUILDING INSURANCE	230,000.00	230,000.00	0.00	148,022.10	0.00	81,977.90	64.36 %
001-180-620-0621	COMP/COLLISION INSURANCE	120,000.00	120,000.00	98.00	119,019.70	0.00	980.30	99.18 %
001-180-620-0622	LIABILITY INSURANCE	200,000.00	200,000.00	0.00	217,801.05	0.00	-17,801.05	108.90 %
001-180-620-0623	LIFE INSURANCE	14,000.00	14,000.00	1,070.13	10,897.05	0.00	3,102.95	77.84 %
001-180-620-0624	UNEMPLOYMENT INSURANCE	10,000.00	10,000.00	0.00	1,713.26	0.00	8,286.74	17.13 %
001-180-620-0626	WORKERS' COMPENSATION	140,000.00	140,000.00	0.00	110,387.17	0.00	29,612.83	78.85 %
001-180-621-0000	INSURANCE DEDUCTIBLES	4,000.00	4,000.00	0.00	4,000.00	0.00	0.00	100.00 %
001-180-681-0000	BONDS	10,200.00	10,200.00	0.00	6,725.00	0.00	3,475.00	65.93 %
001-180-686-0000	DUES/MEMBERSHIPS/SUBSCRIPTIONS	500.00	500.00	20.00	694.00	0.00	-194.00	138.80 %
001-180-699-0000	OTHER SERVICES & CHARGES	220.00	220.00	0.00	187.90	0.00	32.10	85.41 %
	Category: 60 - Contractual Services Total:	**748,600.00**	**748,600.00**	**3,029.71**	**629,314.15**	**200.00**	**119,085.85**	**84.09%**
	Department: 180 - HUMAN RESOURCES Total:	**863,675.00**	**867,845.00**	**11,826.76**	**737,921.27**	**249.72**	**129,674.01**	**85.06%**
Department: 190 - PLANNING DEPARTMENT								
Category: 40 - Personnel Services								
001-190-420-0000	SALARIES	128,254.00	128,254.00	7,602.48	89,298.73	0.00	38,955.27	69.63 %
001-190-460-0000	STATE RETIREMENT-CITY'S SHARE	23,599.00	23,599.00	1,436.88	15,818.43	0.00	7,780.57	67.03 %
001-190-470-0000	FICA TAXES - CITY'S SHARE	9,812.00	9,812.00	560.72	6,501.06	0.00	3,310.94	66.26 %
001-190-480-0000	EMPLOYEE GROUP INSURANCE	29,243.00	29,243.00	619.34	12,621.24	0.00	16,621.76	43.16 %
	Category: 40 - Personnel Services Total:	**190,908.00**	**190,908.00**	**10,219.42**	**124,239.46**	**0.00**	**66,668.54**	**65.08%**
Category: 50 - Supplies								
001-190-500-0000	OFFICE SUPPLIES	1,300.00	1,300.00	8.90	1,060.90	95.91	143.19	88.99 %
001-190-501-0000	OFFICE FURNITURE & EQUIPMENT	500.00	500.00	198.58	303.57	72.19	124.24	75.15 %
001-190-535-0531	UNIFORMS	500.00	642.10	0.00	627.10	0.00	15.00	97.66 %
001-190-560-0000	MATERIALS & SUPPLIES	300.00	950.00	0.00	564.32	196.00	189.68	80.03 %
	Category: 50 - Supplies Total:	**2,600.00**	**3,392.10**	**207.48**	**2,555.89**	**364.10**	**472.11**	**86.08%**
Category: 60 - Contractual Services								
001-190-600-0600	CONTRACTUAL SERVICES	2,920.00	2,920.00	-3,260.72	1,862.76	1,280.04	-222.80	107.63 %
001-190-602-0000	COMPUTER SOFTWARE & SUPPORT	9,932.00	9,932.00	4,141.97	10,059.49	0.00	-127.49	101.28 %
001-190-605-0607	TRAVEL/TRAINING/SEMINARS	2,500.00	2,500.00	0.00	714.10	0.00	1,785.90	28.56 %
001-190-606-0000	POSTAGE	1,000.00	1,000.00	0.00	1,000.00	0.00	0.00	100.00 %
001-190-607-0000	TRANSIT SYSTEM EXPENSE	76,900.00	76,900.00	19,225.00	76,900.00	0.00	0.00	100.00 %
001-190-610-0000	ADVERTISING	3,000.00	2,350.00	61.80	494.47	0.00	1,855.53	21.04 %
001-190-611-0000	TELEPHONE	540.00	540.00	46.55	470.03	0.00	69.97	87.04 %
001-190-615-0000	PRINTING & BINDING	500.00	500.00	0.00	0.00	0.00	500.00	0.00 %
001-190-617-0000	GRPC DUES	7,961.00	7,961.00	0.00	7,961.00	0.00	0.00	100.00 %
001-190-630-0000	GENERAL REPAIRS & MAINTENANCE	1,000.00	1,000.00	180.00	180.00	0.00	820.00	18.00 %
001-190-683-0000	UDC COMP PLAN/ORDINANCE UPDATE	5,000.00	5,000.00	0.00	2,280.00	0.00	2,720.00	45.60 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
001-190-686-0000	DUES/MEMBERSHIPS/SUBSCRIPTIONS	750.00	750.00	0.00	460.00	0.00	290.00	61.33 %
	Category: 60 - Contractual Services Total:	**112,003.00**	**111,353.00**	**20,394.60**	**102,381.85**	**1,280.04**	**7,691.11**	**93.09%**
	Department: 190 - PLANNING DEPARTMENT Total:	**305,511.00**	**305,653.10**	**30,821.50**	**229,177.20**	**1,644.14**	**74,831.76**	**75.52%**
Department: 191 - BUILDING DEPARTMENT								
Category: 40 - Personnel Services								
001-191-420-0000	SALARIES	237,595.00	237,595.00	18,166.92	200,236.43	0.00	37,358.57	84.28 %
001-191-460-0000	STATE RETIREMENT-CITY'S SHARE	43,718.00	43,718.00	3,433.55	36,934.30	0.00	6,783.70	84.48 %
001-191-470-0000	FICA TAXES - CITY'S SHARE	18,176.00	18,176.00	1,347.85	14,902.02	0.00	3,273.98	81.99 %
001-191-480-0000	EMPLOYEE GROUP INSURANCE	32,497.00	32,497.00	1,904.58	19,045.80	0.00	13,451.20	58.61 %
	Category: 40 - Personnel Services Total:	**331,986.00**	**331,986.00**	**24,852.90**	**271,118.55**	**0.00**	**60,867.45**	**81.67%**
Category: 50 - Supplies								
001-191-500-0000	OFFICE SUPPLIES	1,320.00	1,320.00	0.00	518.51	0.00	801.49	39.28 %
001-191-501-0000	OFFICE FURNITURE & EQUIPMENT	500.00	4,670.00	0.00	0.00	0.00	4,670.00	0.00 %
001-191-535-0531	UNIFORMS	1,000.00	1,000.00	0.00	353.05	0.00	646.95	35.31 %
001-191-560-0000	MATERIALS & SUPPLIES	2,500.00	2,500.00	0.00	1,601.62	0.00	898.38	64.06 %
001-191-563-0000	REPAIR PARTS & SUPPLIES	500.00	500.00	43.63	43.63	0.00	456.37	8.73 %
001-191-570-0000	TIRES AND TUBES	3,000.00	3,000.00	0.00	465.90	0.00	2,534.10	15.53 %
	Category: 50 - Supplies Total:	**8,820.00**	**12,990.00**	**43.63**	**2,982.71**	**0.00**	**10,007.29**	**22.96%**
Category: 60 - Contractual Services								
001-191-600-0600	CONTRACTUAL SERVICES	4,476.00	4,476.00	163.00	1,555.47	15.00	2,905.53	35.09 %
001-191-602-0000	COMPUTER SOFTWARE & SUPPORT	8,968.00	8,968.00	23.99	8,907.05	0.00	60.95	99.32 %
001-191-605-0607	TRAVEL/TRAINING/SEMINARS	3,000.00	3,000.00	200.00	1,298.60	0.00	1,701.40	43.29 %
001-191-606-0000	POSTAGE	2,000.00	2,000.00	170.00	2,000.00	0.00	0.00	100.00 %
001-191-610-0000	ADVERTISING	600.00	600.00	78.54	157.08	0.00	442.92	26.18 %
001-191-611-0000	TELEPHONE	2,160.00	2,160.00	186.20	1,839.76	0.00	320.24	85.17 %
001-191-615-0000	PRINTING & BINDING	800.00	800.00	0.00	340.00	0.00	460.00	42.50 %
001-191-626-0000	STORMWATER PERMIT MDEQ	20,000.00	20,000.00	2,750.00	12,375.00	4,125.00	3,500.00	82.50 %
001-191-630-0000	GENERAL REPAIRS & MAINTENANCE	1,300.00	1,300.00	0.00	368.41	0.00	931.59	28.34 %
001-191-686-0000	DUES/MEMBERSHIPS/SUBSCRIPTIONS	3,000.00	3,000.00	150.00	1,075.00	0.00	1,925.00	35.83 %
001-191-687-0000	LOT CLEANING	13,000.00	13,000.00	0.00	8,000.00	0.00	5,000.00	61.54 %
001-191-689-0000	TREE REMOVAL AND MAINTENANCE	42,000.00	42,000.00	2,300.00	44,150.00	0.00	-2,150.00	105.12 %
001-191-689-0001	TREE CANOPY CARE	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.00 %
	Category: 60 - Contractual Services Total:	**121,304.00**	**121,304.00**	**6,021.73**	**82,066.37**	**4,140.00**	**35,097.63**	**71.07%**
	Department: 191 - BUILDING DEPARTMENT Total:	**462,110.00**	**466,280.00**	**30,918.26**	**356,167.63**	**4,140.00**	**105,972.37**	**77.27%**
Department: 193 - SENIOR CITIZEN CENTER								
Category: 60 - Contractual Services								
001-193-620-0620	BUILDING INSURANCE	8,500.00	8,500.00	0.00	6,088.91	0.00	2,411.09	71.63 %
001-193-625-0000	UTILITIES	7,000.00	7,000.00	554.54	5,112.07	0.00	1,887.93	73.03 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
001-193-630-0000	GENERAL REPAIRS & MAINTENANCE	3,000.00	3,000.00	0.00	1,074.23	0.00	1,925.77	35.81 %
	Category: 60 - Contractual Services Total:	**18,500.00**	**18,500.00**	**554.54**	**12,275.21**	**0.00**	**6,224.79**	**66.35%**
	Department: 193 - SENIOR CITIZEN CENTER Total:	**18,500.00**	**18,500.00**	**554.54**	**12,275.21**	**0.00**	**6,224.79**	**66.35%**
Department: 194 - COMMUNITY CENTER								
Category: 60 - Contractual Services								
001-194-600-0600	CONTRACTUAL SERVICES	1,200.00	1,200.00	0.00	490.00	0.00	710.00	40.83 %
001-194-620-0620	BUILDING INSURANCE	8,300.00	8,300.00	0.00	5,993.20	0.00	2,306.80	72.21 %
001-194-620-0625	W A MURAL INSURANCE	12,000.00	12,000.00	0.00	12,000.00	0.00	0.00	100.00 %
001-194-625-0000	UTILITIES	7,500.00	7,500.00	0.00	1,422.63	0.00	6,077.37	18.97 %
001-194-630-0000	GENERAL REPAIRS & MAINTENANCE	1,500.00	1,500.00	195.00	829.68	140.00	530.32	64.65 %
	Category: 60 - Contractual Services Total:	**30,500.00**	**30,500.00**	**195.00**	**20,735.51**	**140.00**	**9,624.49**	**68.44%**
	Department: 194 - COMMUNITY CENTER Total:	**30,500.00**	**30,500.00**	**195.00**	**20,735.51**	**140.00**	**9,624.49**	**68.44%**
Department: 195 - CIVIC CENTER								
Category: 60 - Contractual Services								
001-195-600-0600	CONTRACTUAL SERVICES	1,550.00	1,550.00	0.00	490.00	0.00	1,060.00	31.61 %
001-195-620-0620	BUILDING INSURANCE	37,000.00	37,000.00	0.00	26,996.14	0.00	10,003.86	72.96 %
001-195-625-0000	UTILITIES	20,000.00	20,000.00	1,610.79	14,702.33	0.00	5,297.67	73.51 %
001-195-630-0000	GENERAL REPAIRS & MAINTENANCE	5,000.00	5,000.00	70.00	724.99	322.00	3,953.01	20.94 %
	Category: 60 - Contractual Services Total:	**63,550.00**	**63,550.00**	**1,680.79**	**42,913.46**	**322.00**	**20,314.54**	**68.03%**
	Department: 195 - CIVIC CENTER Total:	**63,550.00**	**63,550.00**	**1,680.79**	**42,913.46**	**322.00**	**20,314.54**	**68.03%**
Department: 196 - MARY C O'KEEFE								
Category: 34 - Miscellaneous								
001-196-341-0000	MARY C O'KEEFE PROGRAM REVENUES	10,000.00	10,000.00	562.50	9,059.15	0.00	-940.85	90.59 %
001-196-341-0001	GIFT SHOP SALES REVENUE	2,500.00	2,500.00	390.60	2,089.79	0.00	-410.21	83.59 %
001-196-342-0000	RENTAL REVENUE - MARY C BUILDING	40,000.00	40,000.00	-400.00	26,309.07	0.00	-13,690.93	65.77 %
	Category: 34 - Miscellaneous Total:	**52,500.00**	**52,500.00**	**553.10**	**37,458.01**	**0.00**	**-15,041.99**	**71.35%**
Category: 38 - Transfers and Non Revenue Receipts								
001-196-380-0000	DONATIONS RECEIVED	0.00	0.00	-376.60	980.40	0.00	980.40	0.00 %
	Category: 38 - Transfers and Non Revenue Receipts Total:	**0.00**	**0.00**	**-376.60**	**980.40**	**0.00**	**980.40**	**0.00%**
Category: 40 - Personnel Services								
001-196-420-0000	SALARIES	114,275.00	114,275.00	8,739.22	95,535.99	0.00	18,739.01	83.60 %
001-196-430-0402	OVERTIME PAY	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
001-196-460-0000	STATE RETIREMENT-CITY'S SHARE	18,044.00	18,044.00	1,388.62	14,694.46	0.00	3,349.54	81.44 %
001-196-470-0000	FICA TAXES - CITY'S SHARE	9,258.00	9,258.00	655.62	7,204.32	0.00	2,053.68	77.82 %
001-196-480-0000	EMPLOYEE GROUP INSURANCE	6,294.00	6,294.00	998.92	8,565.82	0.00	-2,271.82	136.10 %
001-196-499-0000	TEMP EMPLOYEE EXPENSE	0.00	0.00	0.00	2,150.50	0.00	-2,150.50	0.00 %
	Category: 40 - Personnel Services Total:	**148,871.00**	**148,871.00**	**11,782.38**	**128,151.09**	**0.00**	**20,719.91**	**86.08%**
Category: 50 - Supplies								
001-196-500-0000	OFFICE SUPPLIES - MARY C. O'KEEFE	2,000.00	2,000.00	211.99	1,325.94	90.94	583.12	70.84 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
001-196-501-0000	OFFICE FURNITURE AND EQUIPMENT- MARY C	500.00	2,500.00	52.79	2,089.13	339.98	70.89	97.16 %
001-196-510-0000	CLEANING & JANITORIAL SUPPLIES	2,000.00	2,000.00	71.86	1,649.53	125.65	224.82	88.76 %
001-196-535-0531	UNIFORMS - MARY C	250.00	250.00	0.00	0.00	0.00	250.00	0.00 %
001-196-553-0000	MARY C AND CITY MERCHANDISE SUPPLIES	4,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00 %
001-196-560-0000	MATERIALS & SUPPLIES	15,000.00	15,000.00	204.60	8,519.02	1,251.75	5,229.23	65.14 %
001-196-561-0000	MAINTENANCE TOOLS AND SUPPLIES	1,000.00	1,000.00	0.00	454.39	0.00	545.61	45.44 %
001-196-563-0000	REPAIR PARTS & SUPPLIES	5,000.00	5,000.00	990.16	1,429.76	179.75	3,390.49	32.19 %
	Category: 50 - Supplies Total:	**29,750.00**	**29,750.00**	**1,531.40**	**15,467.77**	**1,988.07**	**12,294.16**	**58.68%**
Category: 60 - Contractual Services								
001-196-600-0600	CONTRACTUAL SERVICES	5,700.00	5,700.00	172.43	4,473.75	140.00	1,086.25	80.94 %
001-196-602-0000	COMPUTER SOFTWARE & SUPPORT - MARY C	1,080.00	1,080.00	99.99	819.91	0.00	260.09	75.92 %
001-196-603-0000	COMPUTER HARDWARE	550.00	550.00	0.00	1,003.82	0.00	-453.82	182.51 %
001-196-605-0607	TRAVEL AND TRAINING	500.00	500.00	0.00	0.00	0.00	500.00	0.00 %
001-196-610-0000	ADVERTISING - WEBSITE & MARKETING	4,000.00	4,000.00	0.00	4,108.75	0.00	-108.75	102.72 %
001-196-613-0000	INTERNET SERVICE	3,000.00	3,000.00	0.00	824.16	0.00	2,175.84	27.47 %
001-196-620-0620	BUILDING INSURANCE	80,000.00	73,000.00	0.00	58,173.93	0.00	14,826.07	79.69 %
001-196-625-0000	UTILITIES	33,000.00	33,000.00	3,228.33	30,504.13	0.00	2,495.87	92.44 %
001-196-630-0000	GENERAL REPAIRS & MAINTENANCE	20,000.00	25,000.00	5,291.90	16,995.16	1,687.43	6,317.41	74.73 %
001-196-645-0000	CITY MUSEUM	13,000.00	13,000.00	325.66	5,108.98	4,144.96	3,746.06	71.18 %
001-196-645-0001	GALLERIES	6,500.00	8,500.00	2,976.96	6,971.76	500.00	1,028.24	87.90 %
001-196-688-0000	SPECIAL SERVICES - MARY C O'KEEFE	25,000.00	25,000.00	3,296.00	13,019.89	0.00	11,980.11	52.08 %
	Category: 60 - Contractual Services Total:	**192,330.00**	**192,330.00**	**15,391.27**	**142,004.24**	**6,472.39**	**43,853.37**	**77.20%**
Category: 90 - Capital Outlay								
001-196-901-0000	IMPROVEMENTS TO BUILDING	0.00	8,750.00	0.00	8,200.00	0.00	550.00	93.71 %
	Category: 90 - Capital Outlay Total:	**0.00**	**8,750.00**	**0.00**	**8,200.00**	**0.00**	**550.00**	**93.71%**
	Department: 196 - MARY C O'KEEFE Surplus (Deficit):	**-318,451.00**	**-327,201.00**	**-28,528.55**	**-255,384.69**	**-8,460.46**	**63,355.85**	**80.64%**
Department: 197 - OTHER CULTURAL								
Category: 60 - Contractual Services								
001-197-625-0000	UTILITIES	2,000.00	2,000.00	107.30	1,233.21	0.00	766.79	61.66 %
	Category: 60 - Contractual Services Total:	**2,000.00**	**2,000.00**	**107.30**	**1,233.21**	**0.00**	**766.79**	**61.66%**
	Department: 197 - OTHER CULTURAL Total:	**2,000.00**	**2,000.00**	**107.30**	**1,233.21**	**0.00**	**766.79**	**61.66%**
Department: 200 - POLICE DEPARTMENT								
Category: 40 - Personnel Services								
001-200-410-0000	SALARY - SCHOOL CROSSING GUARD	45,000.00	45,000.00	0.00	47,720.00	0.00	-2,720.00	106.04 %
001-200-420-0000	SALARIES	2,818,068.00	2,818,068.00	190,529.32	2,159,947.16	0.00	658,120.84	76.65 %
001-200-421-0000	SALARIES - AUXILIARY	0.00	0.00	6,218.00	44,607.50	0.00	-44,607.50	0.00 %
001-200-425-0000	FTO PAY	0.00	0.00	375.00	3,075.00	0.00	-3,075.00	0.00 %
001-200-430-0401	FESTIVAL OVERTIME	0.00	0.00	5,491.95	56,927.35	0.00	-56,927.35	0.00 %
001-200-430-0402	OVERTIME PAY	215,176.00	215,176.00	37,357.36	347,783.68	0.00	-132,607.68	161.63 %
001-200-431-0000	HOLIDAY PAY	79,437.00	79,437.00	0.00	6,029.04	0.00	73,407.96	7.59 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
001-200-432-0000	PERSONAL (TERMINAL) PAY	0.00	9,602.00	0.00	9,842.70	0.00	-240.70	102.51 %
001-200-444-0000	HIDTA/FIRE TASK FORCE	0.00	0.00	0.00	1,435.53	0.00	-1,435.53	0.00 %
001-200-446-0000	GRANT-FBI O/T	18,500.00	18,500.00	1,680.36	18,151.80	0.00	348.20	98.12 %
001-200-447-0000	OCCUPANT SAFETY GRANT O/T	0.00	0.00	472.50	7,366.17	0.00	-7,366.17	0.00 %
001-200-450-0000	STORMS -NO REIMBURSEMENT	0.00	0.00	180.00	2,695.98	0.00	-2,695.98	0.00 %
001-200-460-0000	STATE RETIREMENT-CITY'S SHARE	579,138.00	579,138.00	45,413.04	489,631.26	0.00	89,506.74	84.54 %
001-200-470-0000	FICA TAXES - CITY'S SHARE	242,978.00	242,978.00	17,810.53	199,292.41	0.00	43,685.59	82.02 %
001-200-480-0000	EMPLOYEE GROUP INSURANCE	457,750.00	457,750.00	27,578.14	297,600.41	0.00	160,149.59	65.01 %
001-200-492-0000	COMP (TERMINAL) PAY	0.00	0.00	0.00	197.76	0.00	-197.76	0.00 %
	Category: 40 - Personnel Services Total:	**4,456,047.00**	**4,465,649.00**	**333,106.20**	**3,692,303.75**	**0.00**	**773,345.25**	**82.68%**
Category: 50 - Supplies								
001-200-500-0000	OFFICE SUPPLIES	4,000.00	4,000.00	0.00	2,542.07	53.90	1,404.03	64.90 %
001-200-501-0000	OFFICE FURNITURE & EQUIPMENT	3,000.00	4,025.00	0.00	3,986.15	0.00	38.85	99.03 %
001-200-520-0000	PRISONER COSTS	144,000.00	102,000.00	0.00	70,070.00	0.00	31,930.00	68.70 %
001-200-525-0000	GAS AND OIL	190,000.00	190,000.00	22,274.64	149,994.03	31,002.34	9,003.63	95.26 %
001-200-535-0531	UNIFORMS	45,000.00	50,000.00	6,528.78	42,194.38	4,042.30	3,763.32	92.47 %
001-200-541-0000	AMMUNITION	25,000.00	25,000.00	2,000.00	20,480.00	2,390.00	2,130.00	91.48 %
001-200-542-0000	ANIMAL CONTROL EXPENSES	2,500.00	0.00	0.00	0.00	0.00	0.00	0.00 %
001-200-550-0000	TRAINING COURSE ITEMS	10,000.00	3,600.00	0.00	744.03	2,845.09	10.88	99.70 %
001-200-560-0000	MATERIALS & SUPPLIES	15,000.00	15,000.00	0.00	11,331.58	1,095.85	2,572.57	82.85 %
001-200-563-0000	REPAIR PARTS & SUPPLIES	20,000.00	20,000.00	2,312.22	9,645.53	3,309.90	7,044.57	64.78 %
001-200-570-0000	TIRES AND TUBES	20,000.00	33,900.00	3,742.88	24,209.89	4,257.12	5,432.99	83.97 %
	Category: 50 - Supplies Total:	**478,500.00**	**447,525.00**	**36,858.52**	**335,197.66**	**48,996.50**	**63,330.84**	**85.85%**
Category: 60 - Contractual Services								
001-200-600-0600	CONTRACTUAL SERVICES	200,000.00	227,500.00	4,253.78	201,760.38	9,173.03	16,566.59	92.72 %
001-200-602-0000	COMPUTER SOFTWARE & SUPPORT	35,000.00	35,000.00	400.00	28,118.76	0.00	6,881.24	80.34 %
001-200-602-0605	PTS & DIGITICKET MAINTENANCE FEES	60,000.00	54,300.00	0.00	54,300.00	0.00	0.00	100.00 %
001-200-603-0000	COMPUTER HARDWARE	5,000.00	5,000.00	0.00	2,941.39	0.00	2,058.61	58.83 %
001-200-605-0607	TRAVEL/TRAINING/SEMINARS	60,000.00	60,000.00	3,304.74	43,199.55	5,900.00	10,900.45	81.83 %
001-200-611-0000	ROCKET MODEM AND CELL PHONES	17,000.00	17,000.00	3,080.79	15,631.14	0.00	1,368.86	91.95 %
001-200-612-0000	TELEPHONE SERVICE - POLICE DEPT	480.00	480.00	39.82	349.01	0.00	130.99	72.71 %
001-200-613-0000	INTERNET SERVICE - POLICE DEPT	900.00	900.00	73.20	658.80	0.00	241.20	73.20 %
001-200-625-0000	UTILITIES	54,000.00	54,000.00	1,203.94	47,614.87	0.00	6,385.13	88.18 %
001-200-630-0000	GENERAL REPAIRS & MAINTENANCE	130,000.00	172,700.00	32,474.95	113,232.94	21,122.32	38,344.74	77.80 %
001-200-640-0000	AID TO OTHER GOVERMENTS	500.00	500.00	0.00	0.00	0.00	500.00	0.00 %
001-200-686-0000	DUES/MEMBERSHIPS/SUBSCRIPTIONS	2,300.00	2,300.00	520.95	1,800.69	0.00	499.31	78.29 %
001-200-699-0000	OTHER SERVICES & CHARGES	4,000.00	4,000.00	420.00	2,557.75	0.00	1,442.25	63.94 %
	Category: 60 - Contractual Services Total:	**569,180.00**	**633,680.00**	**45,772.17**	**512,165.28**	**36,195.35**	**85,319.37**	**86.54%**
Category: 90 - Capital Outlay								
001-200-915-0000	Vehicles	0.00	122,092.00	774.15	110,486.57	7,837.00	3,768.43	96.91 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
001-200-916-0000	MACHINERY & EQUIPMENT	0.00	49,407.78	9,227.00	49,142.78	0.00	265.00	99.46 %
	Category: 90 - Capital Outlay Total:	**0.00**	**171,499.78**	**10,001.15**	**159,629.35**	**7,837.00**	**4,033.43**	**97.65%**
	Department: 200 - POLICE DEPARTMENT Total:	**5,503,727.00**	**5,718,353.78**	**425,738.04**	**4,699,296.04**	**93,028.85**	**926,028.89**	**83.81%**
Department: 260 - FIRE DEPARTMENT								
Category: 40 - Personnel Services								
001-260-420-0000	SALARIES	1,969,110.00	1,969,110.00	138,973.00	1,578,531.89	0.00	390,578.11	80.16 %
001-260-427-0000	OUT OF RANK PAY	0.00	0.00	360.00	4,104.00	0.00	-4,104.00	0.00 %
001-260-430-0401	FESTIVAL OVERTIME	0.00	0.00	457.74	5,203.67	0.00	-5,203.67	0.00 %
001-260-430-0402	OVERTIME PAY	135,000.00	135,000.00	17,224.22	183,741.68	0.00	-48,741.68	136.10 %
001-260-432-0000	PERSONAL (TERMINAL) PAY	0.00	14,267.00	0.00	12,469.28	0.00	1,797.72	87.40 %
001-260-460-0000	STATE RETIREMENT-CITY'S SHARE	383,910.00	383,910.00	29,675.85	329,073.05	0.00	54,836.95	85.72 %
001-260-470-0000	FICA TAXES - CITY'S SHARE	159,615.00	159,615.00	11,380.10	130,149.71	0.00	29,465.29	81.54 %
001-260-480-0000	EMPLOYEE GROUP INSURANCE	346,217.00	346,217.00	26,403.42	275,219.52	0.00	70,997.48	79.49 %
001-260-492-0000	COMP (TERMINAL) PAY	0.00	0.00	0.00	122.80	0.00	-122.80	0.00 %
	Category: 40 - Personnel Services Total:	**2,993,852.00**	**3,008,119.00**	**224,474.33**	**2,518,615.60**	**0.00**	**489,503.40**	**83.73%**
Category: 50 - Supplies								
001-260-500-0000	OFFICE SUPPLIES	500.00	500.00	15.30	453.04	0.00	46.96	90.61 %
001-260-501-0000	OFFICE FURNITURE & EQUIPMENT	1,000.00	1,000.00	0.00	947.50	0.00	52.50	94.75 %
001-260-510-0000	CLEANING & JANITORIAL SUPPLIES	4,500.00	4,500.00	206.05	3,588.58	375.06	536.36	88.08 %
001-260-521-0000	DOG SUPPLIES & EXPENSES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
001-260-525-0000	GAS AND OIL	30,000.00	30,000.00	5,723.11	19,538.29	10.50	10,451.21	65.16 %
001-260-535-0531	UNIFORMS	27,750.00	27,750.00	798.89	19,991.80	5,105.03	2,653.17	90.44 %
001-260-540-0000	FIRE EXPLORER PROGRAM SUPPLIES	1,300.00	1,300.00	0.00	0.00	0.00	1,300.00	0.00 %
001-260-543-0000	CHEMICALS	1,300.00	1,300.00	1,049.00	1,289.27	0.00	10.73	99.17 %
001-260-547-0000	OTHER OPERATING SUPPLIES	2,000.00	2,000.00	0.00	1,394.57	0.00	605.43	69.73 %
001-260-548-0000	SMALL TOOLS & EQUIPMENT	25,000.00	20,400.00	1,538.72	14,492.00	758.55	5,149.45	74.76 %
001-260-551-0000	TURN OUT GEAR/CLOTHING PROTECT	20,000.00	22,100.00	0.00	19,302.77	0.00	2,797.23	87.34 %
001-260-560-0000	MATERIALS & SUPPLIES	6,000.00	8,500.00	648.65	3,195.62	3,252.70	2,051.68	75.86 %
001-260-563-0000	REPAIR PARTS & SUPPLIES	6,000.00	6,000.00	614.19	3,564.27	974.79	1,460.94	75.65 %
001-260-570-0000	TIRES AND TUBES	10,000.00	10,000.00	0.00	1,371.60	1,441.70	7,186.70	28.13 %
	Category: 50 - Supplies Total:	**136,350.00**	**136,350.00**	**10,593.91**	**89,129.31**	**11,918.33**	**35,302.36**	**74.11%**
Category: 60 - Contractual Services								
001-260-600-0600	CONTRACTUAL SERVICES	6,200.00	6,200.00	298.47	4,610.38	91.27	1,498.35	75.83 %
001-260-602-0000	COMPUTER SOFTWARE & SUPPORT	16,000.00	21,000.00	10,585.47	12,924.56	4,091.00	3,984.44	81.03 %
001-260-605-0607	TRAVEL/TRAINING/SEMINARS	28,000.00	23,000.00	2,141.05	11,076.45	3,559.00	8,364.55	63.63 %
001-260-611-0000	TELEPHONE	3,000.00	4,000.00	296.75	2,948.88	0.00	1,051.12	73.72 %
001-260-625-0000	UTILITIES	36,000.00	36,000.00	1,333.43	31,216.61	0.00	4,783.39	86.71 %
001-260-630-0000	GENERAL REPAIRS & MAINTENANCE	70,000.00	70,000.00	4,209.12	29,118.71	22,024.67	18,856.62	73.06 %
001-260-686-0000	DUES/MEMBERSHIPS/SUBSCRIPTIONS	1,250.00	1,250.00	20.95	315.69	169.99	764.32	38.85 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
001-260-699-0000	OTHER SERVICES & CHARGES	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %
	Category: 60 - Contractual Services Total:	**161,450.00**	**161,450.00**	**18,885.24**	**92,211.28**	**29,935.93**	**39,302.79**	**75.66%**
Category: 90 - Capital Outlay								
001-260-901-0915	IMPROVEMENTS TO BUILDING	0.00	24,091.36	0.00	22,053.96	0.00	2,037.40	91.54 %
001-260-915-0000	VEHICLES	0.00	60,000.00	160.00	55,598.00	1,500.00	2,902.00	95.16 %
001-260-916-0000	MACHINERY & EQUIPMENT	0.00	6,211.00	0.00	6,211.00	0.00	0.00	100.00 %
	Category: 90 - Capital Outlay Total:	**0.00**	**90,302.36**	**160.00**	**83,862.96**	**1,500.00**	**4,939.40**	**94.53%**
	Department: 260 - FIRE DEPARTMENT Total:	**3,291,652.00**	**3,396,221.36**	**254,113.48**	**2,783,819.15**	**43,354.26**	**569,047.95**	**83.24%**
Department: 268 - EMERGENCY MANAGEMENT								
Category: 50 - Supplies								
001-268-560-0000	MATERIALS & SUPPLIES	1,000.00	1,705.00	0.00	1,694.98	0.00	10.02	99.41 %
	Category: 50 - Supplies Total:	**1,000.00**	**1,705.00**	**0.00**	**1,694.98**	**0.00**	**10.02**	**99.41%**
Category: 60 - Contractual Services								
001-268-605-0607	TRAVEL/TRAINING/SEMINARS	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
	Category: 60 - Contractual Services Total:	**1,000.00**	**1,000.00**	**0.00**	**0.00**	**0.00**	**1,000.00**	**0.00%**
	Department: 268 - EMERGENCY MANAGEMENT Total:	**2,000.00**	**2,705.00**	**0.00**	**1,694.98**	**0.00**	**1,010.02**	**62.66%**
Department: 300 - PUBLIC WORKS ADMINISTRATION								
Category: 40 - Personnel Services								
001-300-420-0000	SALARIES	105,403.00	105,403.00	9,721.91	95,268.64	0.00	10,134.36	90.39 %
001-300-430-0402	OVERTIME PAY	2,000.00	2,000.00	380.69	3,784.28	0.00	-1,784.28	189.21 %
001-300-450-0000	STORMS -NO REIMBURSEMENT	0.00	0.00	1,971.02	4,024.63	0.00	-4,024.63	0.00 %
001-300-460-0000	STATE RETIREMENT-CITY'S SHARE	19,763.00	19,763.00	2,085.05	18,605.73	0.00	1,157.27	94.14 %
001-300-470-0000	FICA TAXES - CITY'S SHARE	8,217.00	8,217.00	800.85	7,320.61	0.00	896.39	89.09 %
001-300-480-0000	EMPLOYEE GROUP INSURANCE	22,532.00	22,532.00	1,903.18	16,446.75	0.00	6,085.25	72.99 %
	Category: 40 - Personnel Services Total:	**157,915.00**	**157,915.00**	**16,862.70**	**145,450.64**	**0.00**	**12,464.36**	**92.11%**
Category: 50 - Supplies								
001-300-500-0000	OFFICE SUPPLIES	4,000.00	3,000.00	0.00	960.28	0.00	2,039.72	32.01 %
001-300-501-0000	OFFICE FURNITURE & EQUIPMENT	1,000.00	1,000.00	0.00	573.39	299.00	127.61	87.24 %
001-300-510-0000	CLEANING & JANITORIAL SUPPLIES	8,800.00	5,900.00	708.56	3,884.09	0.00	2,015.91	65.83 %
001-300-535-0530	UNIFORM ALLOWANCES & SERVICE	10,055.00	16,555.00	5,947.78	13,226.30	0.00	3,328.70	79.89 %
001-300-560-0000	MATERIALS & SUPPLIES	8,000.00	5,400.00	0.00	2,867.72	0.00	2,532.28	53.11 %
001-300-563-0000	REPAIR PARTS & SUPPLIES	1,200.00	1,200.00	81.82	101.63	579.23	519.14	56.74 %
	Category: 50 - Supplies Total:	**33,055.00**	**33,055.00**	**6,738.16**	**21,613.41**	**878.23**	**10,563.36**	**68.04%**
Category: 60 - Contractual Services								
001-300-600-0600	CONTRACTUAL SERVICES	13,564.00	13,564.00	1,024.54	10,514.98	835.36	2,213.66	83.68 %
001-300-602-0000	COMPUTER SOFTWARE & SUPPORT	2,050.00	2,050.00	14.99	2,019.90	0.00	30.10	98.53 %
001-300-605-0607	TRAVEL/TRAINING/SEMINARS	1,400.00	1,400.00	0.00	1,173.00	0.00	227.00	83.79 %
001-300-611-0000	TELEPHONE	1,080.00	1,080.00	93.10	885.45	0.00	194.55	81.99 %
001-300-625-0000	UTILITIES	26,000.00	30,000.00	2,705.90	23,640.07	0.00	6,359.93	78.80 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
001-300-630-0000	GENERAL REPAIRS & MAINTENANCE	6,600.00	2,600.00	0.00	869.25	0.00	1,730.75	33.43 %
001-300-686-0000	DUES/MEMBERSHIPS/SUBSCRIPTIONS	600.00	600.00	0.00	0.00	0.00	600.00	0.00 %
	Category: 60 - Contractual Services Total:	**51,294.00**	**51,294.00**	**3,838.53**	**39,102.65**	**835.36**	**11,355.99**	**77.86%**
Category: 90 - Capital Outlay								
001-300-915-0000	VEHICLES	0.00	18,229.53	0.00	18,229.53	0.00	0.00	100.00 %
	Category: 90 - Capital Outlay Total:	**0.00**	**18,229.53**	**0.00**	**18,229.53**	**0.00**	**0.00**	**100.00%**
	Department: 300 - PUBLIC WORKS ADMINISTRATION Total:	**242,264.00**	**260,493.53**	**27,439.39**	**224,396.23**	**1,713.59**	**34,383.71**	**86.80%**
Department: 301 - STREET DEPARTMENT								
Category: 40 - Personnel Services								
001-301-420-0000	SALARIES	578,948.00	578,948.00	37,151.87	477,801.06	0.00	101,146.94	82.53 %
001-301-421-0000	GRASS-LANDSCAPING P/T HELP	18,000.00	18,000.00	3,478.00	18,225.75	0.00	-225.75	101.25 %
001-301-425-0000	STANDBY PAY	1,300.00	1,300.00	75.00	750.00	0.00	550.00	57.69 %
001-301-430-0402	OVERTIME PAY	10,000.00	10,000.00	1,071.27	9,966.01	0.00	33.99	99.66 %
001-301-432-0000	PERSONAL (TERMINAL) PAY	0.00	0.00	2,068.00	2,334.92	0.00	-2,334.92	0.00 %
001-301-450-0000	STORMS - NO REIMBURSEMENT	0.00	0.00	0.00	450.30	0.00	-450.30	0.00 %
001-301-460-0000	STATE RETIREMENT-CITY'S SHARE	108,367.00	108,367.00	7,739.48	93,242.71	0.00	15,124.29	86.04 %
001-301-470-0000	FICA TAXES - CITY'S SHARE	46,432.00	46,432.00	3,278.23	38,908.89	0.00	7,523.11	83.80 %
001-301-480-0000	EMPLOYEE GROUP INSURANCE	104,392.00	104,392.00	6,152.17	64,324.47	0.00	40,067.53	61.62 %
	Category: 40 - Personnel Services Total:	**867,439.00**	**867,439.00**	**61,014.02**	**706,004.11**	**0.00**	**161,434.89**	**81.39%**
Category: 50 - Supplies								
001-301-525-0000	GAS AND OIL	110,000.00	110,000.00	12,283.75	73,244.95	36,755.05	0.00	100.00 %
001-301-535-0531	UNIFORMS	400.00	400.00	0.00	0.00	0.00	400.00	0.00 %
001-301-543-0000	CHEMICALS	40,000.00	40,000.00	4,439.95	21,163.75	0.00	18,836.25	52.91 %
001-301-548-0000	SMALL TOOLS & EQUIPMENT	12,000.00	12,000.00	0.00	2,289.82	1,891.03	7,819.15	34.84 %
001-301-560-0000	MATERIALS & SUPPLIES	48,000.00	48,000.00	9,321.63	33,331.29	6,739.43	7,929.28	83.48 %
001-301-563-0000	REPAIR PARTS & SUPPLIES	50,000.00	58,408.51	4,683.29	39,144.30	4,398.35	14,865.86	74.55 %
001-301-566-0000	SIGNS AND SIGN MATERIAL	62,000.00	62,000.00	2,843.80	37,446.57	3,032.50	21,520.93	65.29 %
001-301-570-0000	TIRES AND TUBES	16,000.00	16,000.00	0.00	4,304.28	3,382.28	8,313.44	48.04 %
	Category: 50 - Supplies Total:	**338,400.00**	**346,808.51**	**33,572.42**	**210,924.96**	**56,198.64**	**79,684.91**	**77.02%**
Category: 60 - Contractual Services								
001-301-600-0601	LANDSCAPING CONTRACT	80,000.00	30,000.00	1,645.16	14,591.15	0.00	15,408.85	48.64 %
001-301-605-0607	TRAVEL/TRAINING/SEMINARS	1,200.00	1,200.00	0.00	923.00	0.00	277.00	76.92 %
001-301-611-0000	TELEPHONE	200.00	200.00	17.49	169.50	0.00	30.50	84.75 %
001-301-625-0000	UTILITIES	590,000.00	640,000.00	52,520.64	530,360.18	0.00	109,639.82	82.87 %
001-301-630-0000	GENERAL REPAIRS & MAINTENANCE	65,000.00	65,000.00	0.00	45,193.66	6,328.59	13,477.75	79.27 %
001-301-632-0000	PROPERTY DAMAGE REPAIRS	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00 %
001-301-689-0000	TREE REMOVAL AND MAINTENANCE	0.00	18,200.00	4,900.00	16,200.00	0.00	2,000.00	89.01 %
	Category: 60 - Contractual Services Total:	**738,400.00**	**756,600.00**	**59,083.29**	**607,437.49**	**6,328.59**	**142,833.92**	**81.12%**
Category: 90 - Capital Outlay								
001-301-902-0000	ASPHALT	35,000.00	35,000.00	0.00	13,080.89	6,625.44	15,293.67	56.30 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
001-301-903-0912	SIDEWALKS	20,000.00	30,000.00	912.00	22,883.60	0.00	7,116.40	76.28 %
001-301-915-0000	VEHICLES	0.00	31,434.00	0.00	31,434.00	0.00	0.00	100.00 %
001-301-916-0000	MACHINERY & EQUIPMENT	0.00	335,827.00	0.00	305,000.00	28,598.40	2,228.60	99.34 %
	Category: 90 - Capital Outlay Total:	**55,000.00**	**432,261.00**	**912.00**	**372,398.49**	**35,223.84**	**24,638.67**	**94.30%**
	Department: 301 - STREET DEPARTMENT Total:	**1,999,239.00**	**2,403,108.51**	**154,581.73**	**1,896,765.05**	**97,751.07**	**408,592.39**	**83.00%**
Department: 350 - CENTRAL SHOP								
Category: 40 - Personnel Services								
001-350-420-0000	SALARIES	61,380.00	61,380.00	4,169.28	65,682.04	0.00	-4,302.04	107.01 %
001-350-430-0402	OVERTIME PAY	1,000.00	1,000.00	0.00	919.04	0.00	80.96	91.90 %
001-350-432-0000	PERSONAL (TERMINAL) PAY	0.00	0.00	0.00	226.07	0.00	-226.07	0.00 %
001-350-460-0000	STATE RETIREMENT-CITY'S SHARE	11,478.00	11,478.00	788.00	12,382.35	0.00	-904.35	107.88 %
001-350-470-0000	FICA TAXES - CITY'S SHARE	4,773.00	4,773.00	302.66	4,901.51	0.00	-128.51	102.69 %
001-350-480-0000	EMPLOYEE GROUP INSURANCE	11,889.00	11,889.00	823.27	10,878.26	0.00	1,010.74	91.50 %
	Category: 40 - Personnel Services Total:	**90,520.00**	**90,520.00**	**6,083.21**	**94,989.27**	**0.00**	**-4,469.27**	**104.94%**
Category: 50 - Supplies								
001-350-548-0000	SMALL TOOLS & EQUIPMENT	2,500.00	2,500.00	0.00	1,629.69	114.99	755.32	69.79 %
001-350-560-0000	MATERIALS & SUPPLIES	6,500.00	8,500.00	1,772.73	6,911.05	671.74	917.21	89.21 %
001-350-560-0001	SUPPLIES - CITY VEHICLE WORK	500.00	500.00	7.50	448.86	0.00	51.14	89.77 %
001-350-563-0000	REPAIR PARTS & SUPPLIES	5,000.00	3,000.00	774.03	1,257.36	1,227.59	515.05	82.83 %
	Category: 50 - Supplies Total:	**14,500.00**	**14,500.00**	**2,554.26**	**10,246.96**	**2,014.32**	**2,238.72**	**84.56%**
Category: 60 - Contractual Services								
001-350-602-0000	COMPUTER SOFTWARE & SUPPORT	3,000.00	3,025.00	0.00	3,024.39	0.00	0.61	99.98 %
001-350-605-0607	TRAVEL/TRAINING/SEMINARS	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
001-350-630-0000	GENERAL REPAIRS & MAINTENANCE	1,000.00	1,000.00	0.00	452.47	0.00	547.53	45.25 %
001-350-635-0000	RENTALS	5,500.00	14,500.00	0.00	12,667.78	0.00	1,832.22	87.36 %
	Category: 60 - Contractual Services Total:	**10,500.00**	**19,525.00**	**0.00**	**16,144.64**	**0.00**	**3,380.36**	**82.69%**
	Department: 350 - CENTRAL SHOP Total:	**115,520.00**	**124,545.00**	**8,637.47**	**121,380.87**	**2,014.32**	**1,149.81**	**99.08%**
Department: 351 - MAINTENANCE								
Category: 40 - Personnel Services								
001-351-420-0000	SALARIES	203,528.00	203,528.00	15,282.24	131,164.89	0.00	72,363.11	64.45 %
001-351-430-0402	OVERTIME PAY	1,000.00	1,000.00	611.05	6,883.74	0.00	-5,883.74	688.37 %
001-351-450-0000	STORM - NO REIMBURSEMENT (MAINTENANCE)	0.00	0.00	198.68	1,145.48	0.00	-1,145.48	0.00 %
001-351-460-0000	STATE RETIREMENT-CITY'S SHARE	37,633.00	37,633.00	3,076.79	27,060.36	0.00	10,572.64	71.91 %
001-351-470-0000	FICA TAXES - CITY'S SHARE	15,647.00	15,647.00	1,192.89	10,971.71	0.00	4,675.29	70.12 %
001-351-480-0000	EMPLOYEE GROUP INSURANCE	48,754.00	48,754.00	3,137.96	18,849.58	0.00	29,904.42	38.66 %
	Category: 40 - Personnel Services Total:	**306,562.00**	**306,562.00**	**23,499.61**	**196,075.76**	**0.00**	**110,486.24**	**63.96%**
Category: 50 - Supplies								
001-351-548-0000	SMALL TOOLS & EQUIPMENT	2,000.00	2,600.00	0.00	1,405.41	1,115.92	78.67	96.97 %
001-351-560-0000	MATERIALS & SUPPLIES	5,000.00	4,000.00	26.98	2,014.00	500.00	1,486.00	62.85 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
001-351-563-0000	REPAIR PARTS & SUPPLIES	1,000.00	1,400.00	0.00	880.39	73.73	445.88	68.15 %
	Category: 50 - Supplies Total:	**8,000.00**	**8,000.00**	**26.98**	**4,299.80**	**1,689.65**	**2,010.55**	**74.87%**
Category: 60 - Contractual Services								
001-351-630-0000	GENERAL REPAIRS & MAINTENANCE	500.00	500.00	0.00	0.00	0.00	500.00	0.00 %
001-351-699-0000	OTHER SERVICES & CHARGES	500.00	500.00	0.00	0.00	0.00	500.00	0.00 %
	Category: 60 - Contractual Services Total:	**1,000.00**	**1,000.00**	**0.00**	**0.00**	**0.00**	**1,000.00**	**0.00%**
	Department: 351 - MAINTENANCE Total:	**315,562.00**	**315,562.00**	**23,526.59**	**200,375.56**	**1,689.65**	**113,496.79**	**64.03%**
Department: 352 - DRAINAGE DEPARTMENT								
Category: 40 - Personnel Services								
001-352-420-0000	SALARIES	194,668.00	194,668.00	10,718.01	127,802.43	0.00	66,865.57	65.65 %
001-352-425-0000	STANDBY PAY	1,300.00	1,300.00	75.00	925.00	0.00	375.00	71.15 %
001-352-430-0402	OVERTIME PAY	4,000.00	4,000.00	1,419.74	17,091.73	0.00	-13,091.73	427.29 %
001-352-450-0000	STORMS -NO REIMBURSEMENT	0.00	0.00	0.00	574.80	0.00	-574.80	0.00 %
001-352-460-0000	STATE RETIREMENT-CITY'S SHARE	36,555.00	36,555.00	2,308.21	27,941.66	0.00	8,613.34	76.44 %
001-352-470-0000	FICA TAXES - CITY'S SHARE	15,199.00	15,199.00	913.43	11,143.47	0.00	4,055.53	73.32 %
001-352-480-0000	EMPLOYEE GROUP INSURANCE	48,317.00	48,317.00	954.62	24,373.96	0.00	23,943.04	50.45 %
	Category: 40 - Personnel Services Total:	**300,039.00**	**300,039.00**	**16,389.01**	**209,853.05**	**0.00**	**90,185.95**	**69.94%**
Category: 50 - Supplies								
001-352-535-0530	UNIFORM ALLOWANCES & SERVICE	500.00	500.00	499.30	499.30	0.00	0.70	99.86 %
001-352-548-0000	SMALL TOOLS & EQUIPMENT	5,000.00	4,000.00	0.00	870.32	0.00	3,129.68	21.76 %
001-352-560-0000	MATERIALS & SUPPLIES	12,000.00	12,500.00	0.00	10,853.32	847.89	798.79	93.61 %
001-352-563-0000	REPAIR PARTS & SUPPLIES	7,000.00	7,500.00	2,254.58	6,162.99	406.78	930.23	87.60 %
	Category: 50 - Supplies Total:	**24,500.00**	**24,500.00**	**2,753.88**	**18,385.93**	**1,254.67**	**4,859.40**	**80.17%**
Category: 60 - Contractual Services								
001-352-605-0607	TRAVEL/TRAINING/SEMINARS	1,100.00	1,100.00	0.00	650.00	0.00	450.00	59.09 %
001-352-611-0000	TELEPHONE	1,250.00	1,250.00	145.50	777.76	0.00	472.24	62.22 %
001-352-630-0000	GENERAL REPAIRS & MAINTENANCE	15,000.00	15,000.00	709.00	8,946.61	0.00	6,053.39	59.64 %
001-352-631-0000	DRAINAGE REPAIR PARTS & SPLYS	10,000.00	10,000.00	1,198.60	6,435.50	0.00	3,564.50	64.36 %
001-352-632-0000	PROPERTY DAMAGE REPAIRS	6,000.00	6,000.00	0.00	2,133.82	656.00	3,210.18	46.50 %
001-352-689-0000	TREE REMOVAL	20,000.00	1,800.00	0.00	1,800.00	0.00	0.00	100.00 %
	Category: 60 - Contractual Services Total:	**53,350.00**	**35,150.00**	**2,053.10**	**20,743.69**	**656.00**	**13,750.31**	**60.88%**
Category: 90 - Capital Outlay								
001-352-906-0000	DRAINAGE PROJECTS	300,000.00	300,000.00	47,629.00	256,498.50	42,320.18	1,181.32	99.61 %
001-352-916-0000	MACHINERY & EQUIPMENT	0.00	33,333.00	0.00	0.00	0.00	33,333.00	0.00 %
	Category: 90 - Capital Outlay Total:	**300,000.00**	**333,333.00**	**47,629.00**	**256,498.50**	**42,320.18**	**34,514.32**	**89.65%**
	Department: 352 - DRAINAGE DEPARTMENT Total:	**677,889.00**	**693,022.00**	**68,824.99**	**505,481.17**	**44,230.85**	**143,309.98**	**79.32%**
Department: 353 - LANDSCAPING/BEAUTIFICATION								
Category: 40 - Personnel Services								
001-353-420-0000	SALARIES	135,408.00	135,408.00	10,195.75	92,398.80	0.00	43,009.20	68.24 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
001-353-430-0402	OVERTIME PAY	0.00	0.00	131.33	684.41	0.00	-684.41	0.00 %
001-353-450-0000	STORM - NO REIMBURSEMENT (BEAUTIFICATION)	0.00	0.00	115.88	115.88	0.00	-115.88	0.00 %
001-353-460-0000	STATE RETIREMENT-CITY'S SHARE	24,916.00	24,916.00	2,017.77	17,543.29	0.00	7,372.71	70.41 %
001-353-470-0000	FICA TAXES - CITY'S SHARE	10,359.00	10,359.00	796.68	7,053.63	0.00	3,305.37	68.09 %
001-353-480-0000	EMPLOYEE GROUP INSURANCE	24,575.00	24,575.00	1,473.38	15,399.25	0.00	9,175.75	62.66 %
	Category: 40 - Personnel Services Total:	**195,258.00**	**195,258.00**	**14,730.79**	**133,195.26**	**0.00**	**62,062.74**	**68.22%**
Category: 50 - Supplies								
001-353-546-0000	LANDSCAPE MATERIALS & SUPPLIES	35,000.00	35,000.00	591.50	25,032.80	4,045.91	5,921.29	83.08 %
001-353-548-0000	SMALL TOOLS AND EQUIPMENT - BEAUTIFICATION	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	0.00 %
	Category: 50 - Supplies Total:	**36,200.00**	**36,200.00**	**591.50**	**25,032.80**	**4,045.91**	**7,121.29**	**80.33%**
Category: 60 - Contractual Services								
001-353-600-0600	Contractual Services	0.00	0.00	-1,056.00	0.00	0.00	0.00	0.00 %
001-353-600-0601	CONTRACTUAL - LANDSCAPING	20,000.00	20,000.00	1,056.00	9,707.00	0.00	10,293.00	48.54 %
	Category: 60 - Contractual Services Total:	**20,000.00**	**20,000.00**	**0.00**	**9,707.00**	**0.00**	**10,293.00**	**48.54%**
	Department: 353 - LANDSCAPING/BEAUTIFICATION Total:	**251,458.00**	**251,458.00**	**15,322.29**	**167,935.06**	**4,045.91**	**79,477.03**	**68.39%**
Department: 550 - PARKS AND RECREATION								
Category: 40 - Personnel Services								
001-550-420-0000	SALARIES	902,949.00	902,949.00	62,193.60	742,988.02	0.00	159,960.98	82.28 %
001-550-420-0003	SALARIES - INSTRUCTORS	40,000.00	40,000.00	1,452.00	26,918.55	0.00	13,081.45	67.30 %
001-550-422-0000	PARKS PART TIME	0.00	0.00	0.00	320.00	0.00	-320.00	0.00 %
001-550-422-0001	PART TIME - CAMP COUNSELORS	132,000.00	132,000.00	22,218.58	99,827.49	0.00	32,172.51	75.63 %
001-550-422-0002	PART TIME - REC AIDES	16,500.00	16,500.00	1,409.89	22,692.16	0.00	-6,192.16	137.53 %
001-550-422-0003	PART TIME - GRASS CUTTERS	16,500.00	16,500.00	10,367.00	79,567.50	0.00	-63,067.50	482.23 %
001-550-430-0402	OVERTIME PAY	20,000.00	20,000.00	2,186.68	18,766.66	0.00	1,233.34	93.83 %
001-550-432-0000	PERSONAL (TERMINAL) PAY	0.00	4,247.00	0.00	3,369.60	0.00	877.40	79.34 %
001-550-460-0000	STATE RETIREMENT-CITY'S SHARE	202,759.00	202,759.00	13,817.88	151,886.44	0.00	50,872.56	74.91 %
001-550-470-0000	FICA TAXES - CITY'S SHARE	86,289.00	86,289.00	7,485.71	74,277.23	0.00	12,011.77	86.08 %
001-550-480-0000	EMPLOYEE GROUP INSURANCE	160,006.00	160,006.00	10,546.12	109,210.82	0.00	50,795.18	68.25 %
	Category: 40 - Personnel Services Total:	**1,577,003.00**	**1,581,250.00**	**131,677.46**	**1,329,824.47**	**0.00**	**251,425.53**	**84.10%**
Category: 50 - Supplies								
001-550-500-0000	OFFICE SUPPLIES	3,000.00	1,900.00	0.00	791.57	0.00	1,108.43	41.66 %
001-550-501-0000	OFFICE FURNITURE & EQUIPMENT	1,000.00	1,000.00	0.00	89.99	0.00	910.01	9.00 %
001-550-510-0000	CLEANING & JANITORIAL SUPPLIES	32,000.00	32,000.00	2,503.72	26,995.66	824.68	4,179.66	86.94 %
001-550-525-0000	GAS AND OIL	1,500.00	1,500.00	47.00	962.84	521.00	16.16	98.92 %
001-550-535-0531	UNIFORMS	11,000.00	12,100.00	804.24	9,589.03	272.45	2,238.52	81.50 %
001-550-540-0540	AFTER SCHOOL SUMMER CAMP SUPPL	32,000.00	29,000.00	4,726.41	17,621.03	1,228.89	10,150.08	65.00 %
001-550-540-0541	ATHLETIC SUPPLIES	50,000.00	50,000.00	2,498.97	17,310.10	2,177.00	30,512.90	38.97 %
001-550-540-0542	POTTERY SUPPLIES	12,000.00	12,000.00	840.00	5,347.10	1,237.10	5,415.80	54.87 %
001-550-543-0000	CHEMICALS	35,000.00	35,000.00	323.58	23,193.27	0.00	11,806.73	66.27 %
001-550-548-0000	SMALL TOOLS & EQUIPMENT	12,000.00	12,000.00	151.98	9,700.23	785.66	1,514.11	87.38 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
001-550-549-0543	SPECIAL EVENT SUPPLIES	4,000.00	4,000.00	0.00	546.09	351.82	3,102.09	22.45 %
001-550-560-0000	MATERIALS & SUPPLIES	58,000.00	58,000.00	2,980.31	35,333.95	5,365.47	17,300.58	70.17 %
001-550-563-0000	REPAIR PARTS & SUPPLIES	25,000.00	25,000.00	4,168.00	17,041.24	2,237.34	5,721.42	77.11 %
001-550-570-0000	TIRES AND TUBES	5,000.00	5,000.00	0.00	2,760.12	0.00	2,239.88	55.20 %
	Category: 50 - Supplies Total:	**281,500.00**	**278,500.00**	**19,044.21**	**167,282.22**	**15,001.41**	**96,216.37**	**65.45%**
Category: 60 - Contractual Services								
001-550-600-0600	CONTRACTUAL SERVICES	10,000.00	10,000.00	531.00	5,594.14	80.00	4,325.86	56.74 %
001-550-602-0000	COMPUTER SOFTWARE & SUPPORT	2,560.00	2,560.00	14.99	509.90	0.00	2,050.10	19.92 %
001-550-605-0607	TRAVEL/TRAINING/SEMINARS	2,500.00	2,500.00	0.00	529.00	0.00	1,971.00	21.16 %
001-550-611-0000	TELEPHONE	5,700.00	5,700.00	482.95	5,482.67	0.00	217.33	96.19 %
001-550-613-0000	INTERNET SERVICE - SPARKLIGHT	1,800.00	1,800.00	0.00	0.00	0.00	1,800.00	0.00 %
001-550-625-0000	UTILITIES	210,000.00	210,000.00	6,801.34	182,945.28	0.00	27,054.72	87.12 %
001-550-630-0000	GENERAL REPAIRS & MAINTENANCE	55,000.00	54,500.00	5,764.54	33,145.66	7,088.55	14,265.79	73.82 %
001-550-630-0001	GENERAL REPAIRS AND MAINT - HARBOR PARK	4,000.00	4,000.00	919.96	2,088.32	0.00	1,911.68	52.21 %
001-550-635-0000	RENTALS	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00 %
001-550-686-0000	DUES/MEMBERSHIPS/SUBSCRIPTIONS	1,200.00	1,200.00	0.00	325.00	0.00	875.00	27.08 %
001-550-688-0000	SPECIAL SERVICES	42,000.00	42,000.00	4,370.50	29,335.80	0.00	12,664.20	69.85 %
001-550-690-0000	SUMMER CAMP FIELD TRIPS	30,000.00	33,000.00	12,926.77	24,233.62	7,693.50	1,072.88	96.75 %
	Category: 60 - Contractual Services Total:	**366,260.00**	**368,760.00**	**31,812.05**	**284,189.39**	**14,862.05**	**69,708.56**	**81.10%**
Category: 90 - Capital Outlay								
001-550-908-0000	PARK IMPROVEMENTS-MISC	0.00	909.00	0.00	909.00	0.00	0.00	100.00 %
001-550-915-0000	VEHICLES	0.00	70,000.00	0.00	62,810.00	0.00	7,190.00	89.73 %
	Category: 90 - Capital Outlay Total:	**0.00**	**70,909.00**	**0.00**	**63,719.00**	**0.00**	**7,190.00**	**89.86%**
	Department: 550 - PARKS AND RECREATION Total:	**2,224,763.00**	**2,299,419.00**	**182,533.72**	**1,845,015.08**	**29,863.46**	**424,540.46**	**81.54%**
Department: 552 - RYAN YOUTH CENTER								
Category: 60 - Contractual Services								
001-552-630-0000	GENERAL REPAIRS & MAINTENANCE	3,000.00	3,500.00	0.00	3,061.78	0.00	438.22	87.48 %
	Category: 60 - Contractual Services Total:	**3,000.00**	**3,500.00**	**0.00**	**3,061.78**	**0.00**	**438.22**	**87.48%**
	Department: 552 - RYAN YOUTH CENTER Total:	**3,000.00**	**3,500.00**	**0.00**	**3,061.78**	**0.00**	**438.22**	**87.48%**
	Total Revenues	**18,903,392.05**	**18,941,700.05**	**1,227,845.27**	**16,851,104.81**	**0.00**	**-2,090,595.24**	**88.96%**
	Total Expenses	**18,838,382.22**	**19,747,602.98**	**1,444,615.82**	**15,588,973.20**	**360,803.61**	**3,797,826.17**	**80.77%**
	Fund: 001 - GENERAL Surplus (Deficit):	**65,009.83**	**-805,902.93**	**-216,770.55**	**1,262,131.61**	**-360,803.61**	**1,707,230.93**	**-111.84%**
Fund: 003 - CREDIT CARD FEES								
Department: 001 - GENERAL								
Category: 35 - Miscellaneous								
003-001-351-0000	CREDIT CARD FEES	0.00	0.00	844.09	7,024.32	0.00	7,024.32	0.00 %
	Category: 35 - Miscellaneous Total:	**0.00**	**0.00**	**844.09**	**7,024.32**	**0.00**	**7,024.32**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Category: 60 - Contractual Services								
003-001-684-0000	CREDIT CARD TRANSACTION FEES	0.00	0.00	68.27	4,721.64	0.00	-4,721.64	0.00 %
	Category: 60 - Contractual Services Total:	**0.00**	**0.00**	**68.27**	**4,721.64**	**0.00**	**-4,721.64**	**0.00%**
	Department: 001 - GENERAL Surplus (Deficit):	**0.00**	**0.00**	**775.82**	**2,302.68**	**0.00**	**2,302.68**	**0.00%**
	Total Revenues	**0.00**	**0.00**	**844.09**	**7,024.32**	**0.00**	**7,024.32**	**0.00%**
	Total Expenses	**0.00**	**0.00**	**68.27**	**4,721.64**	**0.00**	**-4,721.64**	**0.00%**
	Fund: 003 - CREDIT CARD FEES Surplus (Deficit):	**0.00**	**0.00**	**775.82**	**2,302.68**	**0.00**	**2,302.68**	**0.00%**
Fund: 005 - PUBLIC WORKS FACILITY								
Department: 001 - GENERAL								
Category: 23 - Intergovernmental Revenues								
005-001-275-0000	GCRF GRANT PROCEEDS	0.00	0.00	0.00	4,000,000.00	0.00	4,000,000.00	0.00 %
	Category: 23 - Intergovernmental Revenues Total:	**0.00**	**0.00**	**0.00**	**4,000,000.00**	**0.00**	**4,000,000.00**	**0.00%**
	Department: 001 - GENERAL Total:	**0.00**	**0.00**	**0.00**	**4,000,000.00**	**0.00**	**4,000,000.00**	**0.00%**
Department: 300 - PUBLIC WORKS ADMINISTRATION								
Category: 90 - Capital Outlay								
005-300-911-0001	PUBLIC WORKS RELOCATION PHASE II	0.00	0.00	0.00	3,049,941.18	0.00	-3,049,941.18	0.00 %
005-300-911-0002	PUBLIC WORKS RELOCATION - GRANT FUNDED	0.00	0.00	703,621.24	3,656,081.82	0.00	-3,656,081.82	0.00 %
	Category: 90 - Capital Outlay Total:	**0.00**	**0.00**	**703,621.24**	**6,706,023.00**	**0.00**	**-6,706,023.00**	**0.00%**
	Department: 300 - PUBLIC WORKS ADMINISTRATION Total:	**0.00**	**0.00**	**703,621.24**	**6,706,023.00**	**0.00**	**-6,706,023.00**	**0.00%**
	Total Revenues	**0.00**	**0.00**	**0.00**	**4,000,000.00**	**0.00**	**4,000,000.00**	**0.00%**
	Total Expenses	**0.00**	**0.00**	**703,621.24**	**6,706,023.00**	**0.00**	**-6,706,023.00**	**0.00%**
	Fund: 005 - PUBLIC WORKS FACILITY Surplus (Deficit):	**0.00**	**0.00**	**-703,621.24**	**-2,706,023.00**	**0.00**	**-2,706,023.00**	**0.00%**
Fund: 007 - TOURISM FUND								
Department: 001 - GENERAL								
Category: 21 - Other Taxes								
007-001-217-0000	HOTEL TAX	85,000.00	85,000.00	13,279.58	127,427.34	0.00	42,427.34	149.91 %
	Category: 21 - Other Taxes Total:	**85,000.00**	**85,000.00**	**13,279.58**	**127,427.34**	**0.00**	**42,427.34**	**149.91%**
Category: 38 - Transfers and Non Revenue Receipts								
007-001-380-0000	DONATIONS - TREE WRAPPING	0.00	11,200.00	0.00	11,200.00	0.00	0.00	100.00 %
	Category: 38 - Transfers and Non Revenue Receipts Total:	**0.00**	**11,200.00**	**0.00**	**11,200.00**	**0.00**	**0.00**	**100.00%**
	Department: 001 - GENERAL Total:	**85,000.00**	**96,200.00**	**13,279.58**	**138,627.34**	**0.00**	**42,427.34**	**144.10%**
Department: 140 - SUPERVISION & FINANCE								
Category: 50 - Supplies								
007-140-560-0000	DOWNTOWN DECORATIONS	43,000.00	55,089.10	0.00	54,789.10	0.00	300.00	99.46 %
	Category: 50 - Supplies Total:	**43,000.00**	**55,089.10**	**0.00**	**54,789.10**	**0.00**	**300.00**	**99.46%**
	Department: 140 - SUPERVISION & FINANCE Total:	**43,000.00**	**55,089.10**	**0.00**	**54,789.10**	**0.00**	**300.00**	**99.46%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 650 - ECONOMIC DEVELOPMENT & ASSISTC								
Category: 60 - Contractual Services								
007-650-600-0000	CITY WEBSITE	3,000.00	3,000.00	0.00	3,000.00	0.00	0.00	100.00 %
007-650-600-0001	MARY C WEBSITE	2,500.00	2,500.00	266.36	1,550.36	0.00	949.64	62.01 %
	Category: 60 - Contractual Services Total:	**5,500.00**	**5,500.00**	**266.36**	**4,550.36**	**0.00**	**949.64**	**82.73%**
Category: 70 - Grants, Subsidies, & Allocations								
007-650-700-0000	CHAMBER OF COMMERCE	30,000.00	30,000.00	0.00	30,000.00	0.00	0.00	100.00 %
007-650-703-0000	MISC PROMOTIONS	3,000.00	3,000.00	51.32	51.32	0.00	2,948.68	1.71 %
007-650-704-0000	TOURISM BEAUTIFICATION	2,500.00	2,500.00	275.94	365.94	766.33	1,367.73	45.29 %
	Category: 70 - Grants, Subsidies, & Allocations Total:	**35,500.00**	**35,500.00**	**327.26**	**30,417.26**	**766.33**	**4,316.41**	**87.84%**
	Department: 650 - ECONOMIC DEVELOPMENT & ASSISTC Total:	**41,000.00**	**41,000.00**	**593.62**	**34,967.62**	**766.33**	**5,266.05**	**87.16%**
	Total Revenues	**85,000.00**	**96,200.00**	**13,279.58**	**138,627.34**	**0.00**	**42,427.34**	**144.10%**
	Total Expenses	**84,000.00**	**96,089.10**	**593.62**	**89,756.72**	**766.33**	**5,566.05**	**94.21%**
	Fund: 007 - TOURISM FUND Surplus (Deficit):	**1,000.00**	**110.90**	**12,685.96**	**48,870.62**	**-766.33**	**47,993.39**	**43,376.28%**
Fund: 008 - FOOD AND BEVERAGE TAX 2%								
Department: 001 - GENERAL								
Category: 21 - Other Taxes								
008-001-214-0000	FOOD AND BEV TAX REVENUE	1,800,000.00	1,800,000.00	253,924.13	2,247,063.76	0.00	447,063.76	124.84 %
	Category: 21 - Other Taxes Total:	**1,800,000.00**	**1,800,000.00**	**253,924.13**	**2,247,063.76**	**0.00**	**447,063.76**	**124.84%**
Category: 35 - Miscellaneous								
008-001-359-0000	OTHER INCOME	0.00	0.00	0.00	8,150.00	0.00	8,150.00	0.00 %
	Category: 35 - Miscellaneous Total:	**0.00**	**0.00**	**0.00**	**8,150.00**	**0.00**	**8,150.00**	**0.00%**
	Department: 001 - GENERAL Total:	**1,800,000.00**	**1,800,000.00**	**253,924.13**	**2,255,213.76**	**0.00**	**455,213.76**	**125.29%**
Department: 255 - PUBLIC SAFETY CENTER								
Category: 90 - Capital Outlay								
008-255-916-0000	MACHINERY & EQUIPMENT	0.00	13,175.00	13,175.00	13,175.00	0.00	0.00	100.00 %
	Category: 90 - Capital Outlay Total:	**0.00**	**13,175.00**	**13,175.00**	**13,175.00**	**0.00**	**0.00**	**100.00%**
	Department: 255 - PUBLIC SAFETY CENTER Total:	**0.00**	**13,175.00**	**13,175.00**	**13,175.00**	**0.00**	**0.00**	**100.00%**
Department: 260 - FIRE DEPARTMENT								
Category: 90 - Capital Outlay								
008-260-916-0000	MACHINERY & EQUIPMENT	0.00	135,000.00	0.00	134,707.15	0.00	292.85	99.78 %
	Category: 90 - Capital Outlay Total:	**0.00**	**135,000.00**	**0.00**	**134,707.15**	**0.00**	**292.85**	**99.78%**
	Department: 260 - FIRE DEPARTMENT Total:	**0.00**	**135,000.00**	**0.00**	**134,707.15**	**0.00**	**292.85**	**99.78%**
Department: 550 - PARKS AND RECREATION								
Category: 60 - Contractual Services								
008-550-603-0001	ALICE ST LIGHT LEASE	13,920.00	5,800.00	0.00	5,800.00	0.00	0.00	100.00 %
008-550-603-0003	FREEDOM FIELD LIGHT LEASE	47,640.00	47,640.00	3,970.00	39,700.00	0.00	7,940.00	83.33 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
008-550-603-0004	BEACH WALKWAY/STREET LIGHT LEASE	14,400.00	14,400.00	1,170.00	11,700.00	0.00	2,700.00	81.25 %
	Category: 60 - Contractual Services Total:	**75,960.00**	**67,840.00**	**5,140.00**	**57,200.00**	**0.00**	**10,640.00**	**84.32%**
Category: 90 - Capital Outlay								
008-550-911-0915	TENNIS COURTS	0.00	3,800.00	0.00	3,631.99	0.00	168.01	95.58 %
008-550-911-0920	SPORTS COMPLEX - HWY 57	0.00	38,175.00	0.00	9,175.00	28,581.02	418.98	98.90 %
008-550-911-0921	FREEDOM FIELD	0.00	2,500.00	0.00	2,423.39	0.00	76.61	96.94 %
008-550-911-0922	CLAY BOYD	0.00	9,000.00	4,998.00	4,998.00	3,978.00	24.00	99.73 %
008-550-911-0924	GAY LEMON	0.00	6,500.00	0.00	4,990.00	0.00	1,510.00	76.77 %
008-550-911-0925	MLK PARK	0.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00 %
008-550-911-0933	ALICE STREET BALLPARK	0.00	81,000.00	0.00	80,502.08	0.00	497.92	99.39 %
008-550-911-0935	INNER HARBOR	0.00	21,287.00	0.00	21,287.00	0.00	0.00	100.00 %
008-550-916-0000	MISC PARK EQUIPMENT & REPAIRS	50,000.00	40,675.00	4,200.00	13,080.50	279.00	27,315.50	32.84 %
	Category: 90 - Capital Outlay Total:	**50,000.00**	**207,937.00**	**9,198.00**	**140,087.96**	**32,838.02**	**35,011.02**	**83.16%**
	Department: 550 - PARKS AND RECREATION Total:	**125,960.00**	**275,777.00**	**14,338.00**	**197,287.96**	**32,838.02**	**45,651.02**	**83.45%**
Department: 554 - MARY C O'KEEFE CENTER								
Category: 90 - Capital Outlay								
008-554-901-0914	IMPROVEMENTS OTHER THAN BUILDINGS - MARY C	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.00 %
	Category: 90 - Capital Outlay Total:	**15,000.00**	**15,000.00**	**0.00**	**0.00**	**0.00**	**15,000.00**	**0.00%**
	Department: 554 - MARY C O'KEEFE CENTER Total:	**15,000.00**	**15,000.00**	**0.00**	**0.00**	**0.00**	**15,000.00**	**0.00%**
Department: 650 - ECONOMIC DEVELOPMENT & ASSISTC								
Category: 60 - Contractual Services								
008-650-600-0600	CONTRACTUAL SERVICES	57,000.00	57,000.00	0.00	42,500.00	0.00	14,500.00	74.56 %
008-650-635-0000	RENTS / LEASES	0.00	19,210.00	11,210.00	11,210.00	0.00	8,000.00	58.36 %
	Category: 60 - Contractual Services Total:	**57,000.00**	**76,210.00**	**11,210.00**	**53,710.00**	**0.00**	**22,500.00**	**70.48%**
	Department: 650 - ECONOMIC DEVELOPMENT & ASSISTC Total:	**57,000.00**	**76,210.00**	**11,210.00**	**53,710.00**	**0.00**	**22,500.00**	**70.48%**
Department: 800 - DEBT SERVICE								
Category: 80 - Debt Service								
008-800-810-0000	INTEREST - 2021 G/O REFUNDING	101,859.00	101,859.00	0.00	101,859.00	0.00	0.00	100.00 %
008-800-820-0000	PRINCIPAL - 2021 G/O REFUNDING	551,000.00	551,000.00	0.00	551,000.00	0.00	0.00	100.00 %
008-800-840-0000	PAYING AGENT FEES	2,500.00	2,500.00	850.00	1,650.00	0.00	850.00	66.00 %
	Category: 80 - Debt Service Total:	**655,359.00**	**655,359.00**	**850.00**	**654,509.00**	**0.00**	**850.00**	**99.87%**
	Department: 800 - DEBT SERVICE Total:	**655,359.00**	**655,359.00**	**850.00**	**654,509.00**	**0.00**	**850.00**	**99.87%**
Department: 999 - TRANSFER TO OTHER FUNDS								
Category: 95 - Transfers Out								
008-999-950-0000	TRANSFER TO SUPPORT TOURISM	40,000.00	40,000.00	0.00	40,000.00	0.00	0.00	100.00 %
008-999-950-0001	TRANSFER TO FESTIVAL FUND	75,000.00	110,000.00	0.00	75,000.00	0.00	35,000.00	68.18 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
008-999-950-0002	TRANSFER TO ENTERPRISE FUND	42,000.00	42,000.00	0.00	42,000.00	0.00	0.00	100.00 %
	Category: 95 - Transfers Out Total:	**157,000.00**	**192,000.00**	**0.00**	**157,000.00**	**0.00**	**35,000.00**	**81.77%**
	Department: 999 - TRANSFER TO OTHER FUNDS Total:	**157,000.00**	**192,000.00**	**0.00**	**157,000.00**	**0.00**	**35,000.00**	**81.77%**
	Total Revenues	**1,800,000.00**	**1,800,000.00**	**253,924.13**	**2,255,213.76**	**0.00**	**455,213.76**	**125.29%**
	Total Expenses	**1,010,319.00**	**1,362,521.00**	**39,573.00**	**1,210,389.11**	**32,838.02**	**119,293.87**	**91.24%**
	Fund: 008 - FOOD AND BEVERAGE TAX 2% Surplus (Deficit):	**789,681.00**	**437,479.00**	**214,351.13**	**1,044,824.65**	**-32,838.02**	**574,507.63**	**231.32%**
Fund: 009 - ETHELYN CONNER TREE FUND								
Department: 120 - EXECUTIVE MAYOR								
Category: 60 - Contractual Services								
009-120-601-0000	TREE SERVICES	0.00	0.00	0.00	0.00	1,750.00	-1,750.00	0.00 %
	Category: 60 - Contractual Services Total:	**0.00**	**0.00**	**0.00**	**0.00**	**1,750.00**	**-1,750.00**	**0.00%**
	Department: 120 - EXECUTIVE MAYOR Total:	**0.00**	**0.00**	**0.00**	**0.00**	**1,750.00**	**-1,750.00**	**0.00%**
	Total Revenues	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
	Total Expenses	**0.00**	**0.00**	**0.00**	**0.00**	**1,750.00**	**-1,750.00**	**0.00%**
	Fund: 009 - ETHELYN CONNER TREE FUND Total:	**0.00**	**0.00**	**0.00**	**0.00**	**1,750.00**	**-1,750.00**	**0.00%**
Fund: 010 - FESTIVALS								
Department: 001 - GENERAL								
Category: 34 - Miscellaneous								
010-001-344-0002	HALLOWEEN INCOME	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %
010-001-344-0009	FRIDAY AT THE FORT REVENUE	2,000.00	25.00	0.00	25.00	0.00	0.00	100.00 %
	Category: 34 - Miscellaneous Total:	**7,000.00**	**25.00**	**0.00**	**25.00**	**0.00**	**0.00**	**100.00%**
Category: 35 - Miscellaneous								
010-001-359-0000	Other Income	0.00	250.00	0.00	250.00	0.00	0.00	100.00 %
010-001-359-0001	DONATIONS - CRUISIN' THE COAST	3,000.00	3,000.00	0.00	0.00	0.00	-3,000.00	0.00 %
010-001-359-0002	DONATIONS - FIREWORKS	2,500.00	6,000.00	0.00	6,000.00	0.00	0.00	100.00 %
	Category: 35 - Miscellaneous Total:	**5,500.00**	**9,250.00**	**0.00**	**6,250.00**	**0.00**	**-3,000.00**	**67.57%**
Category: 38 - Transfers and Non Revenue Receipts								
010-001-380-0000	Transfer In	75,000.00	110,000.00	0.00	75,000.00	0.00	-35,000.00	68.18 %
	Category: 38 - Transfers and Non Revenue Receipts Total:	**75,000.00**	**110,000.00**	**0.00**	**75,000.00**	**0.00**	**-35,000.00**	**68.18%**
	Department: 001 - GENERAL Total:	**87,500.00**	**119,275.00**	**0.00**	**81,275.00**	**0.00**	**-38,000.00**	**68.14%**
Department: 140 - SUPERVISION & FINANCE								
Category: 50 - Supplies								
010-140-566-0000	FESTIVAL SIGNS AND MATERIALS	2,000.00	2,000.00	0.00	1,525.00	0.00	475.00	76.25 %
	Category: 50 - Supplies Total:	**2,000.00**	**2,000.00**	**0.00**	**1,525.00**	**0.00**	**475.00**	**76.25%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Category: 60 - Contractual Services								
010-140-600-0600	CONTRACTUAL SERVICES	5,000.00	5,000.00	416.67	3,750.03	0.00	1,249.97	75.00 %
	Category: 60 - Contractual Services Total:	**5,000.00**	**5,000.00**	**416.67**	**3,750.03**	**0.00**	**1,249.97**	**75.00%**
Category: 70 - Grants, Subsidies, & Allocations								
010-140-703-0001	CRUISIN' THE COAST	25,000.00	25,000.00	0.00	16,950.00	0.00	8,050.00	67.80 %
010-140-703-0002	HALLOWEEN	9,000.00	9,000.00	0.00	4,813.66	97.88	4,088.46	54.57 %
010-140-703-0003	ART FESTIVALS	500.00	10,920.00	0.00	10,920.00	0.00	0.00	100.00 %
010-140-703-0004	CHRISTMAS	5,000.00	5,334.00	0.00	5,334.49	0.00	-0.49	100.01 %
010-140-703-0005	1699 EVENT	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
010-140-703-0006	FIREWORKS	18,000.00	18,000.00	0.00	200.00	0.00	17,800.00	1.11 %
010-140-703-0007	CEMETERY TOUR - MARY C	2,300.00	2,300.00	0.00	2,287.88	0.00	12.12	99.47 %
010-140-703-0008	EASTER	2,000.00	2,000.00	0.00	1,116.00	884.00	0.00	100.00 %
010-140-703-0009	FRIDAYS AT THE FORT	26,000.00	26,000.00	4,500.00	10,076.15	0.00	15,923.85	38.75 %
010-140-703-0011	NEW YEARS EVE	15,000.00	15,700.00	0.00	15,698.65	0.00	1.35	99.99 %
	Category: 70 - Grants, Subsidies, & Allocations Total:	**103,800.00**	**115,254.00**	**4,500.00**	**67,396.83**	**981.88**	**46,875.29**	**59.33%**
	Department: 140 - SUPERVISION & FINANCE Total:	**110,800.00**	**122,254.00**	**4,916.67**	**72,671.86**	**981.88**	**48,600.26**	**60.25%**
	Total Revenues	**87,500.00**	**119,275.00**	**0.00**	**81,275.00**	**0.00**	**-38,000.00**	**68.14%**
	Total Expenses	**110,800.00**	**122,254.00**	**4,916.67**	**72,671.86**	**981.88**	**48,600.26**	**60.25%**
	Fund: 010 - FESTIVALS Surplus (Deficit):	**-23,300.00**	**-2,979.00**	**-4,916.67**	**8,603.14**	**-981.88**	**10,600.26**	**-255.83%**
Fund: 020 - KEEP OS BEAUTIFUL								
Department: 121 - KEEP OS BEAUTIFUL								
Category: 60 - Contractual Services								
020-121-686-0000	DUES/MEMBERSHIPS/SUBSCRIPTIONS	0.00	0.00	187.00	187.00	0.00	-187.00	0.00 %
	Category: 60 - Contractual Services Total:	**0.00**	**0.00**	**187.00**	**187.00**	**0.00**	**-187.00**	**0.00%**
	Department: 121 - KEEP OS BEAUTIFUL Total:	**0.00**	**0.00**	**187.00**	**187.00**	**0.00**	**-187.00**	**0.00%**
	Total Revenues	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
	Total Expenses	**0.00**	**0.00**	**187.00**	**187.00**	**0.00**	**-187.00**	**0.00%**
	Fund: 020 - KEEP OS BEAUTIFUL Total:	**0.00**	**0.00**	**187.00**	**187.00**	**0.00**	**-187.00**	**0.00%**
Fund: 040 - BELLANDE/EVERGREEN CEMETERIES								
Department: 001 - GENERAL								
Category: 34 - Miscellaneous								
040-001-345-0000	CEMETERY SALES	0.00	0.00	0.00	30,035.00	0.00	30,035.00	0.00 %
	Category: 34 - Miscellaneous Total:	**0.00**	**0.00**	**0.00**	**30,035.00**	**0.00**	**30,035.00**	**0.00%**
Category: 38 - Transfers and Non Revenue Receipts								
040-001-385-0000	WORKING CASH	6,500.00	6,500.00	0.00	0.00	0.00	-6,500.00	0.00 %
	Category: 38 - Transfers and Non Revenue Receipts Total:	**6,500.00**	**6,500.00**	**0.00**	**0.00**	**0.00**	**-6,500.00**	**0.00%**
	Department: 001 - GENERAL Total:	**6,500.00**	**6,500.00**	**0.00**	**30,035.00**	**0.00**	**23,535.00**	**462.08%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 140 - SUPERVISION & FINANCE								
Category: 60 - Contractual Services								
040-140-602-0000	COMPUTER SOFTWARE	1,000.00	1,000.00	0.00	530.00	0.00	470.00	53.00 %
040-140-616-0000	LEGAL DOCUMENT FILING	500.00	500.00	26.00	182.00	0.00	318.00	36.40 %
040-140-630-0000	GENERAL REPAIRS & MAINTENANCE	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00 %
	Category: 60 - Contractual Services Total:	**6,500.00**	**6,500.00**	**26.00**	**712.00**	**0.00**	**5,788.00**	**10.95%**
	Department: 140 - SUPERVISION & FINANCE Total:	**6,500.00**	**6,500.00**	**26.00**	**712.00**	**0.00**	**5,788.00**	**10.95%**
	Total Revenues	**6,500.00**	**6,500.00**	**0.00**	**30,035.00**	**0.00**	**23,535.00**	**462.08%**
	Total Expenses	**6,500.00**	**6,500.00**	**26.00**	**712.00**	**0.00**	**5,788.00**	**10.95%**
	Fund: 040 - BELLANDE/EVERGREEN CEMETERIES Surplus (Deficit):	**0.00**	**0.00**	**-26.00**	**29,323.00**	**0.00**	**29,323.00**	**0.00%**
Fund: 100 - MODERNIZATION USE TAX								
Department: 001 - GENERAL								
Category: 23 - Intergovernmental Revenues								
100-001-260-0000	MODERNIZATION USE TAX	0.00	0.00	1,035,231.04	2,007,105.37	0.00	2,007,105.37	0.00 %
	Category: 23 - Intergovernmental Revenues Total:	**0.00**	**0.00**	**1,035,231.04**	**2,007,105.37**	**0.00**	**2,007,105.37**	**0.00%**
	Department: 001 - GENERAL Total:	**0.00**	**0.00**	**1,035,231.04**	**2,007,105.37**	**0.00**	**2,007,105.37**	**0.00%**
Department: 301 - STREET DEPARTMENT								
Category: 60 - Contractual Services								
100-301-630-0000	REPAIRS & MAINT - ROADS/STREETS/BRIDGES	0.00	0.00	0.00	88,114.50	0.00	-88,114.50	0.00 %
	Category: 60 - Contractual Services Total:	**0.00**	**0.00**	**0.00**	**88,114.50**	**0.00**	**-88,114.50**	**0.00%**
Category: 90 - Capital Outlay								
100-301-911-0000	DEANA ROAD IMPROVEMENTS	0.00	0.00	11,260.00	25,885.00	0.00	-25,885.00	0.00 %
100-301-911-0001	HWY 90 WIDENING PROJECT	0.00	0.00	0.00	35,500.00	0.00	-35,500.00	0.00 %
	Category: 90 - Capital Outlay Total:	**0.00**	**0.00**	**11,260.00**	**61,385.00**	**0.00**	**-61,385.00**	**0.00%**
	Department: 301 - STREET DEPARTMENT Total:	**0.00**	**0.00**	**11,260.00**	**149,499.50**	**0.00**	**-149,499.50**	**0.00%**
	Total Revenues	**0.00**	**0.00**	**1,035,231.04**	**2,007,105.37**	**0.00**	**2,007,105.37**	**0.00%**
	Total Expenses	**0.00**	**0.00**	**11,260.00**	**149,499.50**	**0.00**	**-149,499.50**	**0.00%**
	Fund: 100 - MODERNIZATION USE TAX Surplus (Deficit):	**0.00**	**0.00**	**1,023,971.04**	**1,857,605.87**	**0.00**	**1,857,605.87**	**0.00%**
Fund: 101 - LIBRARY								
Department: 001 - GENERAL								
Category: 20 - Taxes								
101-001-200-0000	REAL TAXES	245,066.00	245,066.00	2,716.82	212,232.99	0.00	-32,833.01	86.60 %
101-001-201-0000	AUTOMOBILE TAXES	35,431.00	35,431.00	3,270.92	33,904.73	0.00	-1,526.27	95.69 %
101-001-202-0000	PERSONAL PROPERTY TAXES	14,763.00	14,763.00	265.49	35,066.52	0.00	20,303.52	237.53 %
101-001-203-0000	PRIOR YEARS TAXES - REAL	0.00	0.00	0.00	45.19	0.00	45.19	0.00 %
101-001-204-0000	PRIOR YEARS TAXES - AUTOMOBILE	0.00	0.00	3.75	254.50	0.00	254.50	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
101-001-205-0000	PRIOR YEARS TAXES - PERSONAL	0.00	0.00	0.00	187.26	0.00	187.26	0.00 %
	Category: 20 - Taxes Total:	**295,260.00**	**295,260.00**	**6,256.98**	**281,691.19**	**0.00**	**-13,568.81**	**95.40%**
	Department: 001 - GENERAL Total:	**295,260.00**	**295,260.00**	**6,256.98**	**281,691.19**	**0.00**	**-13,568.81**	**95.40%**
Department: 510 - JACKSON-GEORGE REGIONL LIBRARY								
Category: 60 - Contractual Services								
101-510-620-0620	BUILDING INSURANCE	57,000.00	57,000.00	0.00	42,614.16	0.00	14,385.84	74.76 %
101-510-630-0000	GENERAL REPAIRS & MAINTENANCE	20,000.00	20,000.00	95.00	5,958.86	90.00	13,951.14	30.24 %
101-510-640-0000	AID TO OTHER GOVERMENTS	150,600.00	150,600.00	12,550.00	138,050.00	0.00	12,550.00	91.67 %
	Category: 60 - Contractual Services Total:	**227,600.00**	**227,600.00**	**12,645.00**	**186,623.02**	**90.00**	**40,886.98**	**82.04%**
	Department: 510 - JACKSON-GEORGE REGIONL LIBRARY Total:	**227,600.00**	**227,600.00**	**12,645.00**	**186,623.02**	**90.00**	**40,886.98**	**82.04%**
	Total Revenues	**295,260.00**	**295,260.00**	**6,256.98**	**281,691.19**	**0.00**	**-13,568.81**	**95.40%**
	Total Expenses	**227,600.00**	**227,600.00**	**12,645.00**	**186,623.02**	**90.00**	**40,886.98**	**82.04%**
	Fund: 101 - LIBRARY Surplus (Deficit):	**67,660.00**	**67,660.00**	**-6,388.02**	**95,068.17**	**-90.00**	**27,318.17**	**140.38%**
Fund: 102 - SPECIAL PD FINES & FORFEITURES								
Department: 001 - GENERAL								
Category: 36 - Charges for Services								
102-001-335-0000	EQUITABLE SHARING FROM SEIZURES	2,000.00	2,000.00	0.00	55,653.55	0.00	53,653.55	2,782.68 %
	Category: 36 - Charges for Services Total:	**2,000.00**	**2,000.00**	**0.00**	**55,653.55**	**0.00**	**53,653.55**	**2,782.68%**
Category: 38 - Transfers and Non Revenue Receipts								
102-001-385-0000	WORKING CASH	60,000.00	60,000.00	0.00	0.00	0.00	-60,000.00	0.00 %
	Category: 38 - Transfers and Non Revenue Receipts Total:	**60,000.00**	**60,000.00**	**0.00**	**0.00**	**0.00**	**-60,000.00**	**0.00%**
	Department: 001 - GENERAL Total:	**62,000.00**	**62,000.00**	**0.00**	**55,653.55**	**0.00**	**-6,346.45**	**89.76%**
Department: 200 - POLICE DEPARTMENT								
Category: 60 - Contractual Services								
102-200-602-0000	COMPUTER SOFTWARE & SUPPORT	62,000.00	62,000.00	0.00	0.00	0.00	62,000.00	0.00 %
	Category: 60 - Contractual Services Total:	**62,000.00**	**62,000.00**	**0.00**	**0.00**	**0.00**	**62,000.00**	**0.00%**
	Department: 200 - POLICE DEPARTMENT Total:	**62,000.00**	**62,000.00**	**0.00**	**0.00**	**0.00**	**62,000.00**	**0.00%**
	Total Revenues	**62,000.00**	**62,000.00**	**0.00**	**55,653.55**	**0.00**	**-6,346.45**	**89.76%**
	Total Expenses	**62,000.00**	**62,000.00**	**0.00**	**0.00**	**0.00**	**62,000.00**	**0.00%**
	Fund: 102 - SPECIAL PD FINES & FORFEITURES Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**55,653.55**	**0.00**	**55,653.55**	**0.00%**
Fund: 103 - TASK FORCE								
Department: 001 - GENERAL								
Category: 33 - Fines and Forfeits								
103-001-334-0000	ASSET FORFEITURES	2,000.00	2,000.00	0.00	20,000.00	0.00	18,000.00	1,000.00 %
	Category: 33 - Fines and Forfeits Total:	**2,000.00**	**2,000.00**	**0.00**	**20,000.00**	**0.00**	**18,000.00**	**1,000.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Category: 38 - Transfers and Non Revenue Receipts								
103-001-385-0000	WORKING CASH	16,000.00	16,000.00	0.00	0.00	0.00	-16,000.00	0.00 %
Category: 38 - Transfers and Non Revenue Receipts Total:		**16,000.00**	**16,000.00**	**0.00**	**0.00**	**0.00**	**-16,000.00**	**0.00%**
Department: 001 - GENERAL Total:		**18,000.00**	**18,000.00**	**0.00**	**20,000.00**	**0.00**	**2,000.00**	**111.11%**
Department: 200 - POLICE DEPARTMENT								
Category: 50 - Supplies								
103-200-560-0000	MATERIALS & SUPPLIES	18,000.00	18,000.00	0.00	0.00	0.00	18,000.00	0.00 %
Category: 50 - Supplies Total:		**18,000.00**	**18,000.00**	**0.00**	**0.00**	**0.00**	**18,000.00**	**0.00%**
Category: 60 - Contractual Services								
103-200-600-0600	CONTRACTUAL SERVICES	0.00	0.00	0.00	735.00	0.00	-735.00	0.00 %
Category: 60 - Contractual Services Total:		**0.00**	**0.00**	**0.00**	**735.00**	**0.00**	**-735.00**	**0.00%**
Category: 90 - Capital Outlay								
103-200-916-0000	MACHINERY & EQUIPMENT	0.00	0.00	0.00	2,228.91	0.00	-2,228.91	0.00 %
Category: 90 - Capital Outlay Total:		**0.00**	**0.00**	**0.00**	**2,228.91**	**0.00**	**-2,228.91**	**0.00%**
Department: 200 - POLICE DEPARTMENT Total:		**18,000.00**	**18,000.00**	**0.00**	**2,963.91**	**0.00**	**15,036.09**	**16.47%**
Total Revenues		**18,000.00**	**18,000.00**	**0.00**	**20,000.00**	**0.00**	**2,000.00**	**111.11%**
Total Expenses		**18,000.00**	**18,000.00**	**0.00**	**2,963.91**	**0.00**	**15,036.09**	**16.47%**
Fund: 103 - TASK FORCE Surplus (Deficit):		**0.00**	**0.00**	**0.00**	**17,036.09**	**0.00**	**17,036.09**	**0.00%**
Fund: 104 - AMERICAN RESCUE PLAN (ARPA) FUNDS								
Department: 330 - GRANT ACTIVITY								
Category: 34 - Miscellaneous								
104-330-340-0000	INTEREST EARNED	0.00	0.00	0.00	97,905.95	0.00	97,905.95	0.00 %
Category: 34 - Miscellaneous Total:		**0.00**	**0.00**	**0.00**	**97,905.95**	**0.00**	**97,905.95**	**0.00%**
Department: 330 - GRANT ACTIVITY Total:		**0.00**	**0.00**	**0.00**	**97,905.95**	**0.00**	**97,905.95**	**0.00%**
Department: 999 - TRANSFER TO OTHER FUNDS								
Category: 95 - Transfers Out								
104-999-950-0330	TRANSFER OUT - (455) DT WATER SEWER	0.00	0.00	0.00	5,576.75	0.00	-5,576.75	0.00 %
104-999-950-0331	TRANSFER OUT - (108) EAST SIDE SEWER	0.00	0.00	0.00	339.43	0.00	-339.43	0.00 %
104-999-950-0332	TRANSFER OUT - (482) VIDEO UTILITY SYSTEMS	0.00	0.00	0.00	58,502.06	0.00	-58,502.06	0.00 %
104-999-950-0333	TRANSFER OUT - (470) STORM DRAIN DITCHES	0.00	0.00	0.00	107,672.71	0.00	-107,672.71	0.00 %
104-999-950-0334	TRANSFER OUT - (127) FT BAYOU STORM DRAIN	0.00	0.00	0.00	645,435.08	0.00	-645,435.08	0.00 %
Category: 95 - Transfers Out Total:		**0.00**	**0.00**	**0.00**	**817,526.03**	**0.00**	**-817,526.03**	**0.00%**
Department: 999 - TRANSFER TO OTHER FUNDS Total:		**0.00**	**0.00**	**0.00**	**817,526.03**	**0.00**	**-817,526.03**	**0.00%**
Total Revenues		**0.00**	**0.00**	**0.00**	**97,905.95**	**0.00**	**97,905.95**	**0.00%**
Total Expenses		**0.00**	**0.00**	**0.00**	**817,526.03**	**0.00**	**-817,526.03**	**0.00%**
Fund: 104 - AMERICAN RESCUE PLAN (ARPA) FUNDS Surplus (Deficit):		**0.00**	**0.00**	**0.00**	**-719,620.08**	**0.00**	**-719,620.08**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 105 - MDAH RECORDS MANAGEMENT								
Department: 001 - GENERAL								
Category: 34 - Miscellaneous								
105-001-341-0000	RECORDS MANAGEMENT FEE	0.00	0.00	151.50	1,793.00	0.00	1,793.00	0.00 %
	Category: 34 - Miscellaneous Total:	**0.00**	**0.00**	**151.50**	**1,793.00**	**0.00**	**1,793.00**	**0.00%**
	Department: 001 - GENERAL Total:	**0.00**	**0.00**	**151.50**	**1,793.00**	**0.00**	**1,793.00**	**0.00%**
	Total Revenues	**0.00**	**0.00**	**151.50**	**1,793.00**	**0.00**	**1,793.00**	**0.00%**
	Total Expenses	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
	Fund: 105 - MDAH RECORDS MANAGEMENT Total:	**0.00**	**0.00**	**151.50**	**1,793.00**	**0.00**	**1,793.00**	**0.00%**
Fund: 120 - MUNICIPAL RESERVE FUND								
Department: 001 - GENERAL								
Category: 34 - Miscellaneous								
120-001-340-0000	INTEREST EARNED	0.00	0.00	0.00	74,951.18	0.00	74,951.18	0.00 %
	Category: 34 - Miscellaneous Total:	**0.00**	**0.00**	**0.00**	**74,951.18**	**0.00**	**74,951.18**	**0.00%**
	Department: 001 - GENERAL Total:	**0.00**	**0.00**	**0.00**	**74,951.18**	**0.00**	**74,951.18**	**0.00%**
	Total Revenues	**0.00**	**0.00**	**0.00**	**74,951.18**	**0.00**	**74,951.18**	**0.00%**
	Total Expenses	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
	Fund: 120 - MUNICIPAL RESERVE FUND Total:	**0.00**	**0.00**	**0.00**	**74,951.18**	**0.00**	**74,951.18**	**0.00%**
Fund: 161 - FIRE PROTECTION								
Department: 001 - GENERAL								
Category: 21 - Other Taxes								
161-001-212-0000	FIRE PROTECTION	119,000.00	119,000.00	0.00	0.00	0.00	-119,000.00	0.00 %
	Category: 21 - Other Taxes Total:	**119,000.00**	**119,000.00**	**0.00**	**0.00**	**0.00**	**-119,000.00**	**0.00%**
Category: 38 - Transfers and Non Revenue Receipts								
161-001-385-0000	WORKING CASH	24,856.00	24,856.00	0.00	0.00	0.00	-24,856.00	0.00 %
	Category: 38 - Transfers and Non Revenue Receipts Total:	**24,856.00**	**24,856.00**	**0.00**	**0.00**	**0.00**	**-24,856.00**	**0.00%**
	Department: 001 - GENERAL Total:	**143,856.00**	**143,856.00**	**0.00**	**0.00**	**0.00**	**-143,856.00**	**0.00%**
Department: 800 - DEBT SERVICE								
Category: 80 - Debt Service								
161-800-810-0000	INTEREST	23,856.00	23,856.00	0.00	19,079.19	0.00	4,776.81	79.98 %
161-800-820-0000	PRINCIPAL	120,000.00	120,000.00	0.00	120,000.00	0.00	0.00	100.00 %
	Category: 80 - Debt Service Total:	**143,856.00**	**143,856.00**	**0.00**	**139,079.19**	**0.00**	**4,776.81**	**96.68%**
	Department: 800 - DEBT SERVICE Total:	**143,856.00**	**143,856.00**	**0.00**	**139,079.19**	**0.00**	**4,776.81**	**96.68%**
	Total Revenues	**143,856.00**	**143,856.00**	**0.00**	**0.00**	**0.00**	**-143,856.00**	**0.00%**
	Total Expenses	**143,856.00**	**143,856.00**	**0.00**	**139,079.19**	**0.00**	**4,776.81**	**96.68%**
	Fund: 161 - FIRE PROTECTION Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**-139,079.19**	**0.00**	**-139,079.19**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 171 - HURRICANE IDA AUG 2021								
Department: 330 - GRANT ACTIVITY								
Category: 23 - Intergovernmental Revenues								
171-330-275-0000	MEMA REVENUE	0.00	0.00	0.00	977,210.43	0.00	977,210.43	0.00 %
	Category: 23 - Intergovernmental Revenues Total:	**0.00**	**0.00**	**0.00**	**977,210.43**	**0.00**	**977,210.43**	**0.00%**
	Department: 330 - GRANT ACTIVITY Total:	**0.00**	**0.00**	**0.00**	**977,210.43**	**0.00**	**977,210.43**	**0.00%**
	Total Revenues	**0.00**	**0.00**	**0.00**	**977,210.43**	**0.00**	**977,210.43**	**0.00%**
	Total Expenses	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
	Fund: 171 - HURRICANE IDA AUG 2021 Total:	**0.00**	**0.00**	**0.00**	**977,210.43**	**0.00**	**977,210.43**	**0.00%**
Fund: 200 - GENERAL OBLIGATIONS								
Department: 001 - GENERAL								
Category: 20 - Taxes								
200-001-200-0000	REAL TAXES	1,062,697.00	1,062,697.00	11,781.10	920,314.38	0.00	-142,382.62	86.60 %
200-001-201-0000	AUTOMOBILE TAXES	153,643.00	153,643.00	14,183.88	147,023.32	0.00	-6,619.68	95.69 %
200-001-202-0000	PERSONAL PROPERTY TAXES	64,018.00	64,018.00	1,151.26	152,061.20	0.00	88,043.20	237.53 %
200-001-203-0000	PRIOR YEARS TAXES - REAL	0.00	0.00	0.00	195.99	0.00	195.99	0.00 %
200-001-204-0000	PRIOR YEARS TAXES - AUTOMOBILE	0.00	0.00	16.25	1,050.29	0.00	1,050.29	0.00 %
200-001-205-0000	PRIOR YEARS TAXES - PERSONAL	0.00	0.00	0.00	807.95	0.00	807.95	0.00 %
	Category: 20 - Taxes Total:	**1,280,358.00**	**1,280,358.00**	**27,132.49**	**1,221,453.13**	**0.00**	**-58,904.87**	**95.40%**
	Department: 001 - GENERAL Total:	**1,280,358.00**	**1,280,358.00**	**27,132.49**	**1,221,453.13**	**0.00**	**-58,904.87**	**95.40%**
Department: 800 - DEBT SERVICE								
Category: 80 - Debt Service								
200-800-810-0000	INTEREST - G/O REF 2019 THE PEOPLES BANK	51,775.00	51,775.00	0.00	51,775.00	0.00	0.00	100.00 %
200-800-820-0000	PRINCIPAL - G/O REF 2019 THE PEOPLES BANK	265,000.00	265,000.00	0.00	265,000.00	0.00	0.00	100.00 %
200-800-820-0002	PRINCIPAL - COMMUNITY BANK FIRE TRUCK LOAN	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	0.00 %
200-800-840-0000	PAYING AGENT FEES	2,250.00	2,250.00	0.00	2,250.00	0.00	0.00	100.00 %
	Category: 80 - Debt Service Total:	**469,025.00**	**469,025.00**	**0.00**	**319,025.00**	**0.00**	**150,000.00**	**68.02%**
	Department: 800 - DEBT SERVICE Total:	**469,025.00**	**469,025.00**	**0.00**	**319,025.00**	**0.00**	**150,000.00**	**68.02%**
	Total Revenues	**1,280,358.00**	**1,280,358.00**	**27,132.49**	**1,221,453.13**	**0.00**	**-58,904.87**	**95.40%**
	Total Expenses	**469,025.00**	**469,025.00**	**0.00**	**319,025.00**	**0.00**	**150,000.00**	**68.02%**
	Fund: 200 - GENERAL OBLIGATIONS Surplus (Deficit):	**811,333.00**	**811,333.00**	**27,132.49**	**902,428.13**	**0.00**	**91,095.13**	**111.23%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 201 - 2022 G/O FUND								
Department: 999 - TRANSFER TO OTHER FUNDS								
Category: 95 - Transfers Out								
201-999-950-0000	TRANSFER OUT	0.00	0.00	55,570.55	55,570.55	0.00	-55,570.55	0.00 %
	Category: 95 - Transfers Out Total:	**0.00**	**0.00**	**55,570.55**	**55,570.55**	**0.00**	**-55,570.55**	**0.00%**
	Department: 999 - TRANSFER TO OTHER FUNDS Total:	**0.00**	**0.00**	**55,570.55**	**55,570.55**	**0.00**	**-55,570.55**	**0.00%**
	Total Revenues	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
	Total Expenses	**0.00**	**0.00**	**55,570.55**	**55,570.55**	**0.00**	**-55,570.55**	**0.00%**
	Fund: 201 - 2022 G/O FUND Total:	**0.00**	**0.00**	**55,570.55**	**55,570.55**	**0.00**	**-55,570.55**	**0.00%**
Fund: 301 - MS DEPT OF ARCHIVES & HISTORY CLG								
Department: 001 - GENERAL								
Category: 23 - Intergovernmental Revenues								
301-001-275-0000	CLG GRANT REIMBURSEMENTS	0.00	0.00	0.00	20,320.00	0.00	20,320.00	0.00 %
	Category: 23 - Intergovernmental Revenues Total:	**0.00**	**0.00**	**0.00**	**20,320.00**	**0.00**	**20,320.00**	**0.00%**
	Department: 001 - GENERAL Total:	**0.00**	**0.00**	**0.00**	**20,320.00**	**0.00**	**20,320.00**	**0.00%**
	Total Revenues	**0.00**	**0.00**	**0.00**	**20,320.00**	**0.00**	**20,320.00**	**0.00%**
	Total Expenses	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
	Fund: 301 - MS DEPT OF ARCHIVES & HISTORY CLG Total:	**0.00**	**0.00**	**0.00**	**20,320.00**	**0.00**	**20,320.00**	**0.00%**
Fund: 303 - TIDELANDS FY21-P412-01 - PORTER AVE								
Department: 330 - GRANT ACTIVITY								
Category: 90 - Capital Outlay								
303-330-911-0000	CONSTRUCTION COST - TIDELAND FY21 PORTER AVE	0.00	0.00	0.00	0.00	74,800.00	-74,800.00	0.00 %
	Category: 90 - Capital Outlay Total:	**0.00**	**0.00**	**0.00**	**0.00**	**74,800.00**	**-74,800.00**	**0.00%**
	Department: 330 - GRANT ACTIVITY Total:	**0.00**	**0.00**	**0.00**	**0.00**	**74,800.00**	**-74,800.00**	**0.00%**
	Total Revenues	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
	Total Expenses	**0.00**	**0.00**	**0.00**	**0.00**	**74,800.00**	**-74,800.00**	**0.00%**
	Fund: 303 - TIDELANDS FY21-P412-01 - PORTER AVE Total:	**0.00**	**0.00**	**0.00**	**0.00**	**74,800.00**	**-74,800.00**	**0.00%**
Fund: 308 - MDOT LPA 108084 - OS ROAD PHASE I								
Department: 330 - GRANT ACTIVITY								
Category: 23 - Intergovernmental Revenues								
308-330-275-0000	GRANT PROCEEDS - MDOT	0.00	0.00	0.00	18,130.37	0.00	18,130.37	0.00 %
	Category: 23 - Intergovernmental Revenues Total:	**0.00**	**0.00**	**0.00**	**18,130.37**	**0.00**	**18,130.37**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Category: 90 - Capital Outlay								
308-330-911-0001	ENGINEERING AND CONSTRUCTION - OS ROAD	0.00	0.00	0.00	2,050.00	0.00	-2,050.00	0.00 %
Category: 90 - Capital Outlay Total:		**0.00**	**0.00**	**0.00**	**2,050.00**	**0.00**	**-2,050.00**	**0.00%**
Department: 330 - GRANT ACTIVITY Surplus (Deficit):		**0.00**	**0.00**	**0.00**	**16,080.37**	**0.00**	**16,080.37**	**0.00%**
Total Revenues		**0.00**	**0.00**	**0.00**	**18,130.37**	**0.00**	**18,130.37**	**0.00%**
Total Expenses		**0.00**	**0.00**	**0.00**	**2,050.00**	**0.00**	**-2,050.00**	**0.00%**
Fund: 308 - MDOT LPA 108084 - OS ROAD PHASE I Surplus (Deficit):		**0.00**	**0.00**	**0.00**	**16,080.37**	**0.00**	**16,080.37**	**0.00%**
Fund: 310 - CDBG GRANTS								
Department: 336 - Grant - Ft. Bayou								
Category: 90 - Capital Outlay								
310-336-911-0000	CONSTRUCTION - KCDBG FT. BAYOU	0.00	0.00	0.00	67,257.24	0.00	-67,257.24	0.00 %
Category: 90 - Capital Outlay Total:		**0.00**	**0.00**	**0.00**	**67,257.24**	**0.00**	**-67,257.24**	**0.00%**
Department: 336 - Grant - Ft. Bayou Total:		**0.00**	**0.00**	**0.00**	**67,257.24**	**0.00**	**-67,257.24**	**0.00%**
Total Revenues		**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Total Expenses		**0.00**	**0.00**	**0.00**	**67,257.24**	**0.00**	**-67,257.24**	**0.00%**
Fund: 310 - CDBG GRANTS Total:		**0.00**	**0.00**	**0.00**	**67,257.24**	**0.00**	**-67,257.24**	**0.00%**
Fund: 315 - SB 2468 - PUBLIC FACILITIES AND MAPPING								
Department: 001 - GENERAL								
Category: 34 - Miscellaneous								
315-001-340-0000	INTEREST INCOME	0.00	0.00	0.00	71,076.56	0.00	71,076.56	0.00 %
Category: 34 - Miscellaneous Total:		**0.00**	**0.00**	**0.00**	**71,076.56**	**0.00**	**71,076.56**	**0.00%**
Department: 001 - GENERAL Total:		**0.00**	**0.00**	**0.00**	**71,076.56**	**0.00**	**71,076.56**	**0.00%**
Department: 120 - EXECUTIVE MAYOR								
Category: 90 - Capital Outlay								
315-120-906-0000	MISC PROJECTS	0.00	0.00	1,702.50	113,546.00	0.00	-113,546.00	0.00 %
Category: 90 - Capital Outlay Total:		**0.00**	**0.00**	**1,702.50**	**113,546.00**	**0.00**	**-113,546.00**	**0.00%**
Department: 120 - EXECUTIVE MAYOR Total:		**0.00**	**0.00**	**1,702.50**	**113,546.00**	**0.00**	**-113,546.00**	**0.00%**
Total Revenues		**0.00**	**0.00**	**0.00**	**71,076.56**	**0.00**	**71,076.56**	**0.00%**
Total Expenses		**0.00**	**0.00**	**1,702.50**	**113,546.00**	**0.00**	**-113,546.00**	**0.00%**
Fund: 315 - SB 2468 - PUBLIC FACILITIES AND MAPPING Surplus (Deficit):		**0.00**	**0.00**	**-1,702.50**	**-42,469.44**	**0.00**	**-42,469.44**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 316 - GCRF - MARY C O'KEEFE								
Department: 001 - GENERAL								
Category: 34 - Miscellaneous								
316-001-340-0000	INTEREST INCOME	0.00	0.00	0.00	8,967.62	0.00	8,967.62	0.00 %
	Category: 34 - Miscellaneous Total:	**0.00**	**0.00**	**0.00**	**8,967.62**	**0.00**	**8,967.62**	**0.00%**
	Department: 001 - GENERAL Total:	**0.00**	**0.00**	**0.00**	**8,967.62**	**0.00**	**8,967.62**	**0.00%**
Department: 330 - GRANT ACTIVITY								
Category: 23 - Intergovernmental Revenues								
316-330-276-0001	REVENUE- MAC GRANT	0.00	0.00	72,750.00	72,750.00	0.00	72,750.00	0.00 %
	Category: 23 - Intergovernmental Revenues Total:	**0.00**	**0.00**	**72,750.00**	**72,750.00**	**0.00**	**72,750.00**	**0.00%**
Category: 60 - Contractual Services								
316-330-600-0600	WAMA SCULPTURE PROJECT	0.00	0.00	0.00	152,175.00	1,200.00	-153,375.00	0.00 %
	Category: 60 - Contractual Services Total:	**0.00**	**0.00**	**0.00**	**152,175.00**	**1,200.00**	**-153,375.00**	**0.00%**
Category: 90 - Capital Outlay								
316-330-911-0000	MARY C O'KEEFE EXTERIOR	0.00	0.00	0.00	36,744.00	0.00	-36,744.00	0.00 %
	Category: 90 - Capital Outlay Total:	**0.00**	**0.00**	**0.00**	**36,744.00**	**0.00**	**-36,744.00**	**0.00%**
	Department: 330 - GRANT ACTIVITY Surplus (Deficit):	**0.00**	**0.00**	**72,750.00**	**-116,169.00**	**-1,200.00**	**-117,369.00**	**0.00%**
	Total Revenues	**0.00**	**0.00**	**72,750.00**	**81,717.62**	**0.00**	**81,717.62**	**0.00%**
	Total Expenses	**0.00**	**0.00**	**0.00**	**188,919.00**	**1,200.00**	**-190,119.00**	**0.00%**
	Fund: 316 - GCRF - MARY C O'KEEFE Surplus (Deficit):	**0.00**	**0.00**	**72,750.00**	**-107,201.38**	**-1,200.00**	**-108,401.38**	**0.00%**
Fund: 320 - STP-GOVERNMENT ST SIDEWALKS								
Department: 340 - Grant Activity								
Category: 35 - Miscellaneous								
320-340-359-0000	OTHER INCOME - PHASE II	0.00	0.00	-621.50	0.00	0.00	0.00	0.00 %
	Category: 35 - Miscellaneous Total:	**0.00**	**0.00**	**-621.50**	**0.00**	**0.00**	**0.00**	**0.00%**
	Department: 340 - Grant Activity Total:	**0.00**	**0.00**	**-621.50**	**0.00**	**0.00**	**0.00**	**0.00%**
	Total Revenues	**0.00**	**0.00**	**-621.50**	**0.00**	**0.00**	**0.00**	**0.00%**
	Total Expenses	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
	Fund: 320 - STP-GOVERNMENT ST SIDEWALKS Total:	**0.00**	**0.00**	**-621.50**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 324 - MCWI GRANTS								
Department: 330 - GRANT ACTIVITY								
Category: 23 - Intergovernmental Revenues								
324-330-257-0000	GRANT - MCWI DT WATER/SEWER	0.00	0.00	2,405,611.73	2,399,398.98	-48,767.00	2,350,631.98	0.00 %
	Category: 23 - Intergovernmental Revenues Total:	**0.00**	**0.00**	**2,405,611.73**	**2,399,398.98**	**-48,767.00**	**2,350,631.98**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Category: 38 - Transfers and Non Revenue Receipts								
324-330-380-0000	TRANSFER FROM ARPA - (455) DT WATER/SEWER	0.00	0.00	0.00	5,576.75	0.00	5,576.75	0.00 %
	Category: 38 - Transfers and Non Revenue Receipts Total:	**0.00**	**0.00**	**0.00**	**5,576.75**	**0.00**	**5,576.75**	**0.00%**
Category: 90 - Capital Outlay								
324-330-911-0000	CONSTRUCTION COST - DT WATER/SEWER	0.00	0.00	1,127,744.03	8,318,864.58	30,443.76	-8,349,308.34	0.00 %
	Category: 90 - Capital Outlay Total:	**0.00**	**0.00**	**1,127,744.03**	**8,318,864.58**	**30,443.76**	**-8,349,308.34**	**0.00%**
	Department: 330 - GRANT ACTIVITY Surplus (Deficit):	**0.00**	**0.00**	**1,277,867.70**	**-5,913,888.85**	**-79,210.76**	**-5,993,099.61**	**0.00%**
Department: 331 - CIAP ACQUISITION								
Category: 23 - Intergovernmental Revenues								
324-331-257-0000	GRANT - MCWI EAST SIDE SEWER	0.00	0.00	142,663.20	864,146.87	0.00	864,146.87	0.00 %
	Category: 23 - Intergovernmental Revenues Total:	**0.00**	**0.00**	**142,663.20**	**864,146.87**	**0.00**	**864,146.87**	**0.00%**
Category: 38 - Transfers and Non Revenue Receipts								
324-331-380-0000	TRANSFER FROM ARPA - (108) EAST SIDE SEWER	0.00	0.00	0.00	339.43	0.00	339.43	0.00 %
	Category: 38 - Transfers and Non Revenue Receipts Total:	**0.00**	**0.00**	**0.00**	**339.43**	**0.00**	**339.43**	**0.00%**
Category: 90 - Capital Outlay								
324-331-911-0000	CONSTRUCTION COST - EAST SIDE SEWER	0.00	0.00	746,890.22	1,719,063.01	0.00	-1,719,063.01	0.00 %
	Category: 90 - Capital Outlay Total:	**0.00**	**0.00**	**746,890.22**	**1,719,063.01**	**0.00**	**-1,719,063.01**	**0.00%**
	Department: 331 - CIAP ACQUISITION Surplus (Deficit):	**0.00**	**0.00**	**-604,227.02**	**-854,576.71**	**0.00**	**-854,576.71**	**0.00%**
Department: 332 - CIAP STORMWATER OUTFALLS								
Category: 23 - Intergovernmental Revenues								
324-332-257-0000	GRANT - MCWI VIDEO UTILITY SYSTEMS	0.00	0.00	0.00	119,455.16	0.00	119,455.16	0.00 %
	Category: 23 - Intergovernmental Revenues Total:	**0.00**	**0.00**	**0.00**	**119,455.16**	**0.00**	**119,455.16**	**0.00%**
Category: 38 - Transfers and Non Revenue Receipts								
324-332-380-0000	TRANSFER FROM ARPA - (482) VIDEO UTILITY SYSTEMS	0.00	0.00	0.00	58,502.06	0.00	58,502.06	0.00 %
	Category: 38 - Transfers and Non Revenue Receipts Total:	**0.00**	**0.00**	**0.00**	**58,502.06**	**0.00**	**58,502.06**	**0.00%**
Category: 90 - Capital Outlay								
324-332-911-0000	CONSTRUCTION COST - VIDEO UTILITY SYSTEMS	0.00	0.00	0.00	6,479.60	0.00	-6,479.60	0.00 %
	Category: 90 - Capital Outlay Total:	**0.00**	**0.00**	**0.00**	**6,479.60**	**0.00**	**-6,479.60**	**0.00%**
	Department: 332 - CIAP STORMWATER OUTFALLS Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**171,477.62**	**0.00**	**171,477.62**	**0.00%**
Department: 333 - CIAP HARBOR STORMWATER								
Category: 23 - Intergovernmental Revenues								
324-333-257-0000	GRANT - MCWI STORM DRAIN DITCHES	0.00	0.00	446,493.63	1,108,332.90	0.00	1,108,332.90	0.00 %
	Category: 23 - Intergovernmental Revenues Total:	**0.00**	**0.00**	**446,493.63**	**1,108,332.90**	**0.00**	**1,108,332.90**	**0.00%**
Category: 38 - Transfers and Non Revenue Receipts								
324-333-380-0000	TRANSFER FROM ARPA - (470) STORM DRAIN DITCHES	0.00	0.00	0.00	107,672.71	0.00	107,672.71	0.00 %
	Category: 38 - Transfers and Non Revenue Receipts Total:	**0.00**	**0.00**	**0.00**	**107,672.71**	**0.00**	**107,672.71**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Category: 90 - Capital Outlay								
324-333-911-0000	CONSTRUCTION COST - STORM DRAIN DITCHES	0.00	0.00	7,305.00	1,388,306.08	0.00	-1,388,306.08	0.00 %
	Category: 90 - Capital Outlay Total:	**0.00**	**0.00**	**7,305.00**	**1,388,306.08**	**0.00**	**-1,388,306.08**	**0.00%**
	Department: 333 - CIAP HARBOR STORMWATER Surplus (Deficit):	**0.00**	**0.00**	**439,188.63**	**-172,300.47**	**0.00**	**-172,300.47**	**0.00%**
Department: 334 - CDBG - BILLS AVENUE								
Category: 23 - Intergovernmental Revenues								
324-334-257-0000	GRANT - MCWI FT BAYOU STORM DRAIN	0.00	0.00	0.00	1,945,553.51	0.00	1,945,553.51	0.00 %
	Category: 23 - Intergovernmental Revenues Total:	**0.00**	**0.00**	**0.00**	**1,945,553.51**	**0.00**	**1,945,553.51**	**0.00%**
Category: 38 - Transfers and Non Revenue Receipts								
324-334-380-0000	TRANSFER FROM ARPA - (127) FT BAYOU STORM DRAIN	0.00	0.00	0.00	645,435.08	0.00	645,435.08	0.00 %
	Category: 38 - Transfers and Non Revenue Receipts Total:	**0.00**	**0.00**	**0.00**	**645,435.08**	**0.00**	**645,435.08**	**0.00%**
Category: 90 - Capital Outlay								
324-334-911-0000	CONSTRUCTION COST - FT BAYOU STORM DRAIN	0.00	0.00	0.00	1,405,145.08	0.00	-1,405,145.08	0.00 %
	Category: 90 - Capital Outlay Total:	**0.00**	**0.00**	**0.00**	**1,405,145.08**	**0.00**	**-1,405,145.08**	**0.00%**
	Department: 334 - CDBG - BILLS AVENUE Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**1,185,843.51**	**0.00**	**1,185,843.51**	**0.00%**
	Total Revenues	**0.00**	**0.00**	**2,994,768.56**	**7,254,413.45**	**-48,767.00**	**7,205,646.45**	**0.00%**
	Total Expenses	**0.00**	**0.00**	**1,881,939.25**	**12,837,858.35**	**30,443.76**	**-12,868,302.11**	**0.00%**
	Fund: 324 - MCWI GRANTS Surplus (Deficit):	**0.00**	**0.00**	**1,112,829.31**	**-5,583,444.90**	**-79,210.76**	**-5,662,655.66**	**0.00%**
Fund: 328 - TIDELANDS GRANTS								
Department: 001 - GENERAL								
Category: 23 - Intergovernmental Revenues								
328-001-275-0002	TIDELANDS FY23-P412-06 WASH. AVE @ FRONT BEACH	0.00	0.00	298,970.62	544,457.35	0.00	544,457.35	0.00 %
	Category: 23 - Intergovernmental Revenues Total:	**0.00**	**0.00**	**298,970.62**	**544,457.35**	**0.00**	**544,457.35**	**0.00%**
	Department: 001 - GENERAL Total:	**0.00**	**0.00**	**298,970.62**	**544,457.35**	**0.00**	**544,457.35**	**0.00%**
Department: 300 - PUBLIC WORKS ADMINISTRATION								
Category: 90 - Capital Outlay								
328-300-911-0002	CONSTRUCTION - WASH. AVE @ FRONT BEACH	0.00	0.00	290,023.13	325,134.09	0.00	-325,134.09	0.00 %
	Category: 90 - Capital Outlay Total:	**0.00**	**0.00**	**290,023.13**	**325,134.09**	**0.00**	**-325,134.09**	**0.00%**
	Department: 300 - PUBLIC WORKS ADMINISTRATION Total:	**0.00**	**0.00**	**290,023.13**	**325,134.09**	**0.00**	**-325,134.09**	**0.00%**
	Total Revenues	**0.00**	**0.00**	**298,970.62**	**544,457.35**	**0.00**	**544,457.35**	**0.00%**
	Total Expenses	**0.00**	**0.00**	**290,023.13**	**325,134.09**	**0.00**	**-325,134.09**	**0.00%**
	Fund: 328 - TIDELANDS GRANTS Surplus (Deficit):	**0.00**	**0.00**	**8,947.49**	**219,323.26**	**0.00**	**219,323.26**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 329 - TIDELANDS GRANT BEACH REPAIRS								
Department: 330 - GRANT ACTIVITY								
Category: 23 - Intergovernmental Revenues								
329-330-275-0001	JACKSON COUNTY BOS ASSISTANCE	0.00	0.00	0.00	151,815.53	0.00	151,815.53	0.00 %
Category: 23 - Intergovernmental Revenues Total:		**0.00**	**0.00**	**0.00**	**151,815.53**	**0.00**	**151,815.53**	**0.00%**
Department: 330 - GRANT ACTIVITY Total:		**0.00**	**0.00**	**0.00**	**151,815.53**	**0.00**	**151,815.53**	**0.00%**
Total Revenues		**0.00**	**0.00**	**0.00**	**151,815.53**	**0.00**	**151,815.53**	**0.00%**
Total Expenses		**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 329 - TIDELANDS GRANT BEACH REPAIRS Total:		**0.00**	**0.00**	**0.00**	**151,815.53**	**0.00**	**151,815.53**	**0.00%**
Fund: 332 - SENATE BOND 2948 SIDEWALKS								
Department: 001 - GENERAL								
Category: 34 - Miscellaneous								
332-001-340-0000	INTEREST EARNED	0.00	0.00	0.00	27,776.12	0.00	27,776.12	0.00 %
Category: 34 - Miscellaneous Total:		**0.00**	**0.00**	**0.00**	**27,776.12**	**0.00**	**27,776.12**	**0.00%**
Department: 001 - GENERAL Total:		**0.00**	**0.00**	**0.00**	**27,776.12**	**0.00**	**27,776.12**	**0.00%**
Department: 190 - PLANNING DEPARTMENT								
Category: 90 - Capital Outlay								
332-190-901-0003	MISC SIDEWALK PROJECTS	0.00	0.00	0.00	1,686.74	0.00	-1,686.74	0.00 %
Category: 90 - Capital Outlay Total:		**0.00**	**0.00**	**0.00**	**1,686.74**	**0.00**	**-1,686.74**	**0.00%**
Department: 190 - PLANNING DEPARTMENT Total:		**0.00**	**0.00**	**0.00**	**1,686.74**	**0.00**	**-1,686.74**	**0.00%**
Total Revenues		**0.00**	**0.00**	**0.00**	**27,776.12**	**0.00**	**27,776.12**	**0.00%**
Total Expenses		**0.00**	**0.00**	**0.00**	**1,686.74**	**0.00**	**-1,686.74**	**0.00%**
Fund: 332 - SENATE BOND 2948 SIDEWALKS Surplus (Deficit):		**0.00**	**0.00**	**0.00**	**26,089.38**	**0.00**	**26,089.38**	**0.00%**
Fund: 333 - SB2948 SPECIAL PROJECTS - MARY C								
Department: 001 - GENERAL								
Category: 34 - Miscellaneous								
333-001-340-0000	INTEREST EARNED	0.00	0.00	0.00	374.38	0.00	374.38	0.00 %
Category: 34 - Miscellaneous Total:		**0.00**	**0.00**	**0.00**	**374.38**	**0.00**	**374.38**	**0.00%**
Department: 001 - GENERAL Total:		**0.00**	**0.00**	**0.00**	**374.38**	**0.00**	**374.38**	**0.00%**
Total Revenues		**0.00**	**0.00**	**0.00**	**374.38**	**0.00**	**374.38**	**0.00%**
Total Expenses		**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 333 - SB2948 SPECIAL PROJECTS - MARY C Total:		**0.00**	**0.00**	**0.00**	**374.38**	**0.00**	**374.38**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 334 - SB2971 WATER/SEWER/DRAINAGE								
Department: 001 - GENERAL								
Category: 34 - Miscellaneous								
334-001-340-0000	INTEREST EARNED	0.00	0.00	0.00	1,099.56	0.00	1,099.56	0.00 %
	Category: 34 - Miscellaneous Total:	**0.00**	**0.00**	**0.00**	**1,099.56**	**0.00**	**1,099.56**	**0.00%**
	Department: 001 - GENERAL Total:	**0.00**	**0.00**	**0.00**	**1,099.56**	**0.00**	**1,099.56**	**0.00%**
Department: 190 - PLANNING DEPARTMENT								
Category: 90 - Capital Outlay								
334-190-901-0000	CAPITAL IMPROVEMENT	0.00	0.00	0.00	61,382.50	0.00	-61,382.50	0.00 %
	Category: 90 - Capital Outlay Total:	**0.00**	**0.00**	**0.00**	**61,382.50**	**0.00**	**-61,382.50**	**0.00%**
	Department: 190 - PLANNING DEPARTMENT Total:	**0.00**	**0.00**	**0.00**	**61,382.50**	**0.00**	**-61,382.50**	**0.00%**
	Total Revenues	**0.00**	**0.00**	**0.00**	**1,099.56**	**0.00**	**1,099.56**	**0.00%**
	Total Expenses	**0.00**	**0.00**	**0.00**	**61,382.50**	**0.00**	**-61,382.50**	**0.00%**
	Fund: 334 - SB2971 WATER/SEWER/DRAINAGE Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**-60,282.94**	**0.00**	**-60,282.94**	**0.00%**
Fund: 335 - HB1353 - RILEY RD IMPROVEMENTS								
Department: 001 - GENERAL								
Category: 34 - Miscellaneous								
335-001-340-0000	INTEREST EARNED	0.00	0.00	0.00	10,869.97	0.00	10,869.97	0.00 %
	Category: 34 - Miscellaneous Total:	**0.00**	**0.00**	**0.00**	**10,869.97**	**0.00**	**10,869.97**	**0.00%**
	Department: 001 - GENERAL Total:	**0.00**	**0.00**	**0.00**	**10,869.97**	**0.00**	**10,869.97**	**0.00%**
Department: 190 - PLANNING DEPARTMENT								
Category: 90 - Capital Outlay								
335-190-901-0000	CAPITAL IMPROVEMENT	0.00	0.00	2,174.75	28,487.48	6,450.00	-34,937.48	0.00 %
	Category: 90 - Capital Outlay Total:	**0.00**	**0.00**	**2,174.75**	**28,487.48**	**6,450.00**	**-34,937.48**	**0.00%**
	Department: 190 - PLANNING DEPARTMENT Total:	**0.00**	**0.00**	**2,174.75**	**28,487.48**	**6,450.00**	**-34,937.48**	**0.00%**
	Total Revenues	**0.00**	**0.00**	**0.00**	**10,869.97**	**0.00**	**10,869.97**	**0.00%**
	Total Expenses	**0.00**	**0.00**	**2,174.75**	**28,487.48**	**6,450.00**	**-34,937.48**	**0.00%**
	Fund: 335 - HB1353 - RILEY RD IMPROVEMENTS Surplus (Deficit):	**0.00**	**0.00**	**-2,174.75**	**-17,617.51**	**-6,450.00**	**-24,067.51**	**0.00%**
Fund: 336 - HB 1353 - WATER/SEWER/INFRASTRUCTURE								
Department: 001 - GENERAL								
Category: 34 - Miscellaneous								
336-001-340-0000	INTEREST EARNED	0.00	0.00	0.00	17,054.25	0.00	17,054.25	0.00 %
	Category: 34 - Miscellaneous Total:	**0.00**	**0.00**	**0.00**	**17,054.25**	**0.00**	**17,054.25**	**0.00%**
	Department: 001 - GENERAL Total:	**0.00**	**0.00**	**0.00**	**17,054.25**	**0.00**	**17,054.25**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 190 - PLANNING DEPARTMENT								
Category: 90 - Capital Outlay								
336-190-901-0000	CAPITAL IMPROVEMENT	0.00	0.00	0.00	514,105.37	126,522.63	-640,628.00	0.00 %
	Category: 90 - Capital Outlay Total:	**0.00**	**0.00**	**0.00**	**514,105.37**	**126,522.63**	**-640,628.00**	**0.00%**
	Department: 190 - PLANNING DEPARTMENT Total:	**0.00**	**0.00**	**0.00**	**514,105.37**	**126,522.63**	**-640,628.00**	**0.00%**
	Total Revenues	**0.00**	**0.00**	**0.00**	**17,054.25**	**0.00**	**17,054.25**	**0.00%**
	Total Expenses	**0.00**	**0.00**	**0.00**	**514,105.37**	**126,522.63**	**-640,628.00**	**0.00%**
	Fund: 336 - HB 1353 - WATER/SEWER/INFRASTRUCTURE Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**-497,051.12**	**-126,522.63**	**-623,573.75**	**0.00%**
Fund: 337 - HB603 APPROPRIATIONS								
Department: 196 - MARY C O'KEEFE								
Category: 34 - Miscellaneous								
337-196-340-0000	INTEREST INCOME - MARY C	0.00	0.00	0.00	1,900.38	0.00	1,900.38	0.00 %
	Category: 34 - Miscellaneous Total:	**0.00**	**0.00**	**0.00**	**1,900.38**	**0.00**	**1,900.38**	**0.00%**
	Department: 196 - MARY C O'KEEFE Total:	**0.00**	**0.00**	**0.00**	**1,900.38**	**0.00**	**1,900.38**	**0.00%**
Department: 301 - STREET DEPARTMENT								
Category: 34 - Miscellaneous								
337-301-340-0000	INTEREST INCOME - ROAD IMPROVEMENTS	0.00	0.00	0.00	3,184.38	0.00	3,184.38	0.00 %
	Category: 34 - Miscellaneous Total:	**0.00**	**0.00**	**0.00**	**3,184.38**	**0.00**	**3,184.38**	**0.00%**
Category: 90 - Capital Outlay								
337-301-901-0000	ROAD IMPROVEMENTS EXPENSE	0.00	0.00	0.00	175,337.97	64,783.72	-240,121.69	0.00 %
	Category: 90 - Capital Outlay Total:	**0.00**	**0.00**	**0.00**	**175,337.97**	**64,783.72**	**-240,121.69**	**0.00%**
	Department: 301 - STREET DEPARTMENT Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**-172,153.59**	**-64,783.72**	**-236,937.31**	**0.00%**
Department: 727 - UTILITY OPERATIONS								
Category: 34 - Miscellaneous								
337-727-340-0000	INTEREST INCOME - GIS MAPPING	0.00	0.00	0.00	78.01	0.00	78.01	0.00 %
	Category: 34 - Miscellaneous Total:	**0.00**	**0.00**	**0.00**	**78.01**	**0.00**	**78.01**	**0.00%**
	Department: 727 - UTILITY OPERATIONS Total:	**0.00**	**0.00**	**0.00**	**78.01**	**0.00**	**78.01**	**0.00%**
	Total Revenues	**0.00**	**0.00**	**0.00**	**5,162.77**	**0.00**	**5,162.77**	**0.00%**
	Total Expenses	**0.00**	**0.00**	**0.00**	**175,337.97**	**64,783.72**	**-240,121.69**	**0.00%**
	Fund: 337 - HB603 APPROPRIATIONS Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**-170,175.20**	**-64,783.72**	**-234,958.92**	**0.00%**
Fund: 401 - UTILITY ENTERPRISE								
Department: 001 - GENERAL								
Category: 28 - Charges for Government Services								
401-001-297-0000	GARBAGE COLLECTION CHARGES	3,000,000.00	3,030,000.00	262,855.50	2,621,706.50	0.00	-408,293.50	86.52 %
	Category: 28 - Charges for Government Services Total:	**3,000,000.00**	**3,030,000.00**	**262,855.50**	**2,621,706.50**	**0.00**	**-408,293.50**	**86.52%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Category: 34 - Miscellaneous								
401-001-317-0000	SEWER CHARGES	3,972,010.00	4,032,010.00	354,975.06	3,435,871.34	0.00	-596,138.66	85.21 %
	Category: 34 - Miscellaneous Total:	**3,972,010.00**	**4,032,010.00**	**354,975.06**	**3,435,871.34**	**0.00**	**-596,138.66**	**85.21%**
Category: 35 - Miscellaneous								
401-001-350-0000	FIRE PLUG REVENUE	500.00	500.00	0.00	453.19	0.00	-46.81	90.64 %
401-001-359-0000	OTHER INCOME - ENTERPRISE	2,500.00	2,500.00	49.88	3,417.13	0.00	917.13	136.69 %
	Category: 35 - Miscellaneous Total:	**3,000.00**	**3,000.00**	**49.88**	**3,870.32**	**0.00**	**870.32**	**129.01%**
Category: 36 - Charges for Services								
401-001-360-0000	METERED SALES	3,000,000.00	3,028,200.00	272,147.88	2,583,152.63	0.00	-445,047.37	85.30 %
401-001-361-0000	OTHER SALES - WATER	75,000.00	75,000.00	7,962.54	56,033.43	0.00	-18,966.57	74.71 %
401-001-362-0000	SERVICE CONNECTION CHARGES	40,000.00	40,000.00	4,320.00	32,685.00	0.00	-7,315.00	81.71 %
401-001-363-0000	WATER / SEWER TAP FEES	25,000.00	25,000.00	0.00	4,515.29	0.00	-20,484.71	18.06 %
401-001-364-0000	PENALTIES & LATE CHARGES ON BILLING	200,000.00	200,000.00	4,419.97	169,508.84	0.00	-30,491.16	84.75 %
401-001-365-0000	COLLECTIONS REVENUE	0.00	0.00	-16,645.08	-340.27	0.00	-340.27	0.00 %
	Category: 36 - Charges for Services Total:	**3,340,000.00**	**3,368,200.00**	**272,205.31**	**2,845,554.92**	**0.00**	**-522,645.08**	**84.48%**
Category: 38 - Transfers and Non Revenue Receipts								
401-001-380-0000	TRANSFER IN - FESTIVAL OVERTIME	42,000.00	42,000.00	0.00	42,000.00	0.00	0.00	100.00 %
401-001-385-0000	WORKING CASH	400,000.00	400,000.00	0.00	0.00	0.00	-400,000.00	0.00 %
	Category: 38 - Transfers and Non Revenue Receipts Total:	**442,000.00**	**442,000.00**	**0.00**	**42,000.00**	**0.00**	**-400,000.00**	**9.50%**
	Department: 001 - GENERAL Total:	**10,757,010.00**	**10,875,210.00**	**890,085.75**	**8,949,003.08**	**0.00**	**-1,926,206.92**	**82.29%**
Department: 300 - PUBLIC WORKS ADMINISTRATION								
Category: 40 - Personnel Services								
401-300-420-0000	SALARIES	527,171.00	527,171.00	39,927.99	444,566.06	0.00	82,604.94	84.33 %
401-300-420-0001	LONGEVITY PAY - ENTERPRISE	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.00 %
401-300-460-0000	STATE RETIREMENT-CITY'S SHARE	95,940.00	95,940.00	7,743.28	82,756.38	0.00	13,183.62	86.26 %
401-300-470-0000	FICA TAXES - CITY'S SHARE	40,329.00	40,329.00	2,972.12	32,733.27	0.00	7,595.73	81.17 %
401-300-480-0000	EMPLOYEE GROUP INSURANCE	85,985.00	85,985.00	7,014.68	66,501.25	0.00	19,483.75	77.34 %
401-300-491-0000	WORKERS' COMPENSATION	30,000.00	30,000.00	0.00	24,231.34	0.00	5,768.66	80.77 %
	Category: 40 - Personnel Services Total:	**829,425.00**	**829,425.00**	**57,658.07**	**650,788.30**	**0.00**	**178,636.70**	**78.46%**
Category: 50 - Supplies								
401-300-535-0530	UNIFORMS	5,300.00	8,500.00	2,821.72	6,039.07	0.00	2,460.93	71.05 %
	Category: 50 - Supplies Total:	**5,300.00**	**8,500.00**	**2,821.72**	**6,039.07**	**0.00**	**2,460.93**	**71.05%**
Category: 60 - Contractual Services								
401-300-600-0600	CONTRACTUAL SERVICES	26,630.00	26,630.00	7,794.54	16,330.96	435.36	9,863.68	62.96 %
401-300-602-0000	COMPUTER SOFTWARE & SUPPORT	80,000.00	80,000.00	26,205.17	60,797.47	6,729.24	12,473.29	84.41 %
401-300-603-0000	COMPUTER HARDWARE	20,839.50	20,839.50	74.25	16,446.21	222.75	4,170.54	79.99 %
401-300-604-0000	PHYSICAL EXAMS & TESTING	1,200.00	1,200.00	38.00	753.50	0.00	446.50	62.79 %
401-300-605-0607	TRAVEL/TRAINING/SEMINARS	1,500.00	1,500.00	0.00	300.00	0.00	1,200.00	20.00 %
401-300-610-0000	ADVERTISING	400.00	400.00	0.00	130.19	0.00	269.81	32.55 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
401-300-620-0620	BUILDING INSURANCE	38,000.00	38,000.00	0.00	24,159.23	0.00	13,840.77	63.58 %
401-300-620-0621	COMP/COLLISION INSURANCE	14,000.00	14,000.00	0.00	13,300.30	0.00	699.70	95.00 %
401-300-620-0623	LIFE INSURANCE	2,000.00	2,000.00	155.00	1,550.00	0.00	450.00	77.50 %
	Category: 60 - Contractual Services Total:	**184,569.50**	**184,569.50**	**34,266.96**	**133,767.86**	**7,387.35**	**43,414.29**	**76.48%**
Category: 90 - Capital Outlay								
401-300-915-0000	VEHICLES - PW ADMIN	0.00	37,011.47	0.00	37,011.47	0.00	0.00	100.00 %
	Category: 90 - Capital Outlay Total:	**0.00**	**37,011.47**	**0.00**	**37,011.47**	**0.00**	**0.00**	**100.00%**
Category: 95 - Transfers Out								
401-300-999-0950	TRANSFER TO GENERAL FUND - SHOP EXPENSES	12,000.00	12,000.00	0.00	12,000.00	0.00	0.00	100.00 %
	Category: 95 - Transfers Out Total:	**12,000.00**	**12,000.00**	**0.00**	**12,000.00**	**0.00**	**0.00**	**100.00%**
	Department: 300 - PUBLIC WORKS ADMINISTRATION Total:	**1,031,294.50**	**1,071,505.97**	**94,746.75**	**839,606.70**	**7,387.35**	**224,511.92**	**79.05%**
Department: 320 - SANITARY DEPARTMENT								
Category: 40 - Personnel Services								
401-320-420-0000	SALARIES	150,800.00	150,800.00	11,745.76	134,879.05	0.00	15,920.95	89.44 %
401-320-430-0400	CITY DUMP OVERTIME PAY	0.00	0.00	1,030.19	7,472.39	0.00	-7,472.39	0.00 %
401-320-430-0401	FESTIVAL OVERTIME	40,000.00	40,000.00	1,721.26	43,355.80	0.00	-3,355.80	108.39 %
401-320-430-0402	OVERTIME PAY	10,000.00	10,000.00	1,150.63	14,977.69	0.00	-4,977.69	149.78 %
401-320-430-0403	OVERTIME - WEEKEND TRASH PICKUP	20,000.00	20,000.00	994.82	23,022.15	0.00	-3,022.15	115.11 %
401-320-450-0000	STORMS -NO REIMBURSEMENT	0.00	0.00	0.00	492.00	0.00	-492.00	0.00 %
401-320-460-0000	STATE RETIREMENT-CITY'S SHARE	40,628.00	40,628.00	2,918.78	34,368.46	0.00	6,259.54	84.59 %
401-320-470-0000	FICA TAXES - CITY'S SHARE	16,892.00	16,892.00	1,117.98	13,660.75	0.00	3,231.25	80.87 %
401-320-480-0000	EMPLOYEE GROUP INSURANCE	30,071.00	30,071.00	3,096.39	29,519.07	0.00	551.93	98.16 %
	Category: 40 - Personnel Services Total:	**308,391.00**	**308,391.00**	**23,775.81**	**301,747.36**	**0.00**	**6,643.64**	**97.85%**
Category: 60 - Contractual Services								
401-320-610-0000	ADVERTISING - GARBAGE	900.00	900.00	0.00	0.00	0.00	900.00	0.00 %
401-320-630-0000	GENERAL REPAIRS & MAINTENANCE	20,000.00	20,000.00	8,228.73	14,365.36	0.00	5,634.64	71.83 %
401-320-686-0000	GARBAGE & TRASH REMOVAL	2,700,000.00	2,730,000.00	228,292.56	2,042,407.33	662,592.67	25,000.00	99.08 %
401-320-688-0000	COMFORT STATIONS	10,000.00	20,000.00	240.00	16,665.00	0.00	3,335.00	83.33 %
	Category: 60 - Contractual Services Total:	**2,730,900.00**	**2,770,900.00**	**236,761.29**	**2,073,437.69**	**662,592.67**	**34,869.64**	**98.74%**
	Department: 320 - SANITARY DEPARTMENT Total:	**3,039,291.00**	**3,079,291.00**	**260,537.10**	**2,375,185.05**	**662,592.67**	**41,513.28**	**98.65%**
Department: 705 - SEWER ELECTRICIAN								
Category: 40 - Personnel Services								
401-705-420-0000	SALARIES	0.00	0.00	0.00	390.60	0.00	-390.60	0.00 %
401-705-430-0402	OVERTIME PAY	11,720.00	11,720.00	0.00	2,782.10	0.00	8,937.90	23.74 %
401-705-460-0000	STATE RETIREMENT-CITY'S SHARE	2,098.00	2,098.00	0.00	638.60	0.00	1,459.40	30.44 %
401-705-470-0000	FICA TAXES - CITY'S SHARE	897.00	897.00	0.00	262.28	0.00	634.72	29.24 %
401-705-480-0000	EMPLOYEE GROUP INSURANCE	0.00	0.00	0.00	374.69	0.00	-374.69	0.00 %
	Category: 40 - Personnel Services Total:	**14,715.00**	**14,715.00**	**0.00**	**4,448.27**	**0.00**	**10,266.73**	**30.23%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Category: 50 - Supplies								
401-705-560-0000	MATERIALS & SUPPLIES	500.00	500.00	0.00	0.00	0.00	500.00	0.00 %
	Category: 50 - Supplies Total:	**500.00**	**500.00**	**0.00**	**0.00**	**0.00**	**500.00**	**0.00%**
	Department: 705 - SEWER ELECTRICIAN Total:	**15,215.00**	**15,215.00**	**0.00**	**4,448.27**	**0.00**	**10,766.73**	**29.24%**
Department: 710 - UTILITY BILLING & COLLECTION								
Category: 40 - Personnel Services								
401-710-420-0000	SALARIES	162,469.00	162,469.00	12,864.02	135,889.17	0.00	26,579.83	83.64 %
401-710-430-0402	OVERTIME PAY	6,000.00	6,000.00	673.41	6,626.13	0.00	-626.13	110.44 %
401-710-460-0000	STATE RETIREMENT-CITY'S SHARE	30,999.00	30,999.00	2,558.59	26,290.57	0.00	4,708.43	84.81 %
401-710-470-0000	FICA TAXES - CITY'S SHARE	12,888.00	12,888.00	943.33	10,199.63	0.00	2,688.37	79.14 %
401-710-480-0000	EMPLOYEE GROUP INSURANCE	36,493.00	36,493.00	2,941.08	27,827.10	0.00	8,665.90	76.25 %
	Category: 40 - Personnel Services Total:	**248,849.00**	**248,849.00**	**19,980.43**	**206,832.60**	**0.00**	**42,016.40**	**83.12%**
Category: 50 - Supplies								
401-710-500-0000	OFFICE SUPPLIES	1,000.00	875.00	0.00	96.87	271.95	506.18	42.15 %
401-710-535-0531	UNIFORMS	600.00	725.00	0.00	404.20	319.80	1.00	99.86 %
401-710-548-0000	SMALL TOOLS & EQUIPMENT	800.00	800.00	0.00	666.00	0.00	134.00	83.25 %
401-710-560-0000	MATERIALS & SUPPLIES	4,000.00	4,000.00	159.23	2,651.67	0.00	1,348.33	66.29 %
401-710-563-0000	REPAIR PARTS & SUPPLIES	750.00	750.00	0.00	-85.00	0.00	835.00	-11.33 %
401-710-570-0000	TIRES AND TUBES	200.00	200.00	0.00	0.00	0.00	200.00	0.00 %
	Category: 50 - Supplies Total:	**7,350.00**	**7,350.00**	**159.23**	**3,733.74**	**591.75**	**3,024.51**	**58.85%**
Category: 60 - Contractual Services								
401-710-600-0600	CONTRACTUAL SERVICES	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	0.00 %
401-710-602-0000	COMPUTER SOFTWARE & SUPPORT	0.00	50,000.00	0.00	50,000.00	0.00	0.00	100.00 %
401-710-606-0000	POSTAGE	60,000.00	75,000.00	5,685.25	58,490.22	0.00	16,509.78	77.99 %
401-710-611-0000	TELEPHONE	1,080.00	2,230.00	256.02	1,897.40	0.00	332.60	85.09 %
401-710-630-0000	GENERAL REPAIRS & MAINTENANCE	5,000.00	5,000.00	0.00	1,163.50	0.00	3,836.50	23.27 %
401-710-686-0000	DUES/MEMBERSHIPS/SUBSCRIPTIONS	400.00	400.00	0.00	0.00	0.00	400.00	0.00 %
401-710-699-0000	OTHER SERVICES & CHARGES	500.00	500.00	0.00	0.00	0.00	500.00	0.00 %
	Category: 60 - Contractual Services Total:	**96,980.00**	**163,130.00**	**5,941.27**	**111,551.12**	**0.00**	**51,578.88**	**68.38%**
Category: 90 - Capital Outlay								
401-710-918-0000	WATER METERS AND REPLACEMENT	200,000.00	245,000.00	0.00	219,995.71	20,712.50	4,291.79	98.25 %
	Category: 90 - Capital Outlay Total:	**200,000.00**	**245,000.00**	**0.00**	**219,995.71**	**20,712.50**	**4,291.79**	**98.25%**
	Department: 710 - UTILITY BILLING & COLLECTION Total:	**553,179.00**	**664,329.00**	**26,080.93**	**542,113.17**	**21,304.25**	**100,911.58**	**84.81%**
Department: 750 - WATER OPERATIONS								
Category: 40 - Personnel Services								
401-750-420-0000	SALARIES	284,565.00	284,565.00	20,470.40	204,319.36	0.00	80,245.64	71.80 %
401-750-425-0000	STANDBY PAY	1,300.00	1,300.00	100.00	1,100.00	0.00	200.00	84.62 %
401-750-430-0402	OVERTIME PAY	18,000.00	18,000.00	3,829.97	48,886.07	0.00	-30,886.07	271.59 %
401-750-432-0000	PERSONAL (TERMINAL) PAY	0.00	0.00	0.00	5,704.80	0.00	-5,704.80	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
401-750-460-0000	STATE RETIREMENT-CITY'S SHARE	55,672.00	55,672.00	4,611.65	49,039.40	0.00	6,632.60	88.09 %
401-750-470-0000	FICA TAXES - CITY'S SHARE	23,147.00	23,147.00	1,764.78	19,489.54	0.00	3,657.46	84.20 %
401-750-480-0000	EMPLOYEE GROUP INSURANCE	61,852.00	61,852.00	5,407.70	44,030.27	0.00	17,821.73	71.19 %
	Category: 40 - Personnel Services Total:	**444,536.00**	**444,536.00**	**36,184.50**	**372,569.44**	**0.00**	**71,966.56**	**83.81%**
Category: 50 - Supplies								
401-750-525-0000	GAS AND OIL	96,000.00	96,000.00	8,189.16	45,001.27	42,772.04	8,226.69	91.43 %
401-750-535-0530	UNIFORM ALLOWANCES & SERVICE	1,000.00	1,000.00	699.30	699.30	0.00	300.70	69.93 %
401-750-543-0000	CHEMICALS	40,000.00	50,000.00	7,762.57	33,554.36	12,239.05	4,206.59	91.59 %
401-750-548-0000	SMALL TOOLS & EQUIPMENT	5,000.00	5,000.00	0.00	4,279.17	0.00	720.83	85.58 %
401-750-560-0000	MATERIALS & SUPPLIES	7,500.00	7,500.00	65.50	6,256.03	487.67	756.30	89.92 %
401-750-563-0000	REPAIR PARTS & SUPPLIES	8,000.00	8,000.00	833.16	7,108.12	1,140.83	-248.95	103.11 %
401-750-570-0000	TIRES AND TUBES	5,000.00	5,000.00	0.00	1,142.96	0.00	3,857.04	22.86 %
401-750-571-0000	UTILITY SYSTEMS PARTS & SPLYS	130,000.00	120,000.00	8,317.56	91,274.24	10,493.23	18,232.53	84.81 %
	Category: 50 - Supplies Total:	**292,500.00**	**292,500.00**	**25,867.25**	**189,315.45**	**67,132.82**	**36,051.73**	**87.67%**
Category: 60 - Contractual Services								
401-750-600-0600	CONTRACTUAL SERVICES	11,000.00	19,700.00	5,308.00	14,226.62	0.00	5,473.38	72.22 %
401-750-600-0602	ATTORNEY FEES - CONTRACT	12,960.00	12,960.00	1,080.00	10,800.00	0.00	2,160.00	83.33 %
401-750-600-0611	ENGINEERING - PUBLIC WORKS	25,000.00	25,000.00	463.75	11,407.25	0.00	13,592.75	45.63 %
401-750-600-0613	ENGINEERING - ANNEXED AREA	120,000.00	160,000.00	18,010.94	139,590.26	0.00	20,409.74	87.24 %
401-750-602-0000	COMPUTER SOFTWARE & SUPPORT	2,000.00	2,000.00	0.00	1,815.00	0.00	185.00	90.75 %
401-750-605-0607	TRAVEL/TRAINING/SEMINARS	4,000.00	4,000.00	0.00	2,819.00	0.00	1,181.00	70.48 %
401-750-611-0000	TELEPHONE	1,380.00	1,380.00	93.10	893.73	0.00	486.27	64.76 %
401-750-625-0000	UTILITIES	125,000.00	150,000.00	12,307.28	123,961.79	0.00	26,038.21	82.64 %
401-750-630-0000	GENERAL REPAIRS & MAINTENANCE	75,000.00	75,000.00	4,806.00	32,329.08	23,431.50	19,239.42	74.35 %
401-750-632-0000	PROPERTY DAMAGE REPAIRS	10,000.00	10,000.00	0.00	8,742.00	0.00	1,258.00	87.42 %
401-750-635-0000	RENTALS	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00 %
401-750-685-0000	CSX EASEMENTS	4,000.00	4,000.00	0.00	1,445.83	0.00	2,554.17	36.15 %
401-750-686-0000	DUES/MEMBERSHIPS/SUBSCRIPTIONS	1,000.00	1,000.00	0.00	637.50	0.00	362.50	63.75 %
401-750-691-0000	WATER SERVICE JCUA	255,000.00	195,000.00	16,094.38	131,025.03	0.00	63,974.97	67.19 %
401-750-691-0001	WATER SERVICE (JCUA) - COLONIAL ESTATES	2,500.00	2,500.00	164.57	1,737.01	0.00	762.99	69.48 %
401-750-699-0000	OTHER SERVICES & CHARGES	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00 %
	Category: 60 - Contractual Services Total:	**656,840.00**	**670,540.00**	**58,328.02**	**481,430.10**	**23,431.50**	**165,678.40**	**75.29%**
Category: 90 - Capital Outlay								
401-750-916-0000	MACHINERY & EQUIPMENT	0.00	68,333.00	0.00	33,000.00	0.00	35,333.00	48.29 %
401-750-924-0910	WATER SYSTEM IMPROVEMENTS	300,000.00	437,186.14	40,151.32	257,264.42	40,166.36	139,755.36	68.03 %
	Category: 90 - Capital Outlay Total:	**300,000.00**	**505,519.14**	**40,151.32**	**290,264.42**	**40,166.36**	**175,088.36**	**65.36%**
	Department: 750 - WATER OPERATIONS Total:	**1,693,876.00**	**1,913,095.14**	**160,531.09**	**1,333,579.41**	**130,730.68**	**448,785.05**	**76.54%**
Department: 751 - SEWER OPERATIONS								
Category: 40 - Personnel Services								
401-751-420-0000	SALARIES	272,876.00	272,876.00	16,224.67	183,203.27	0.00	89,672.73	67.14 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
401-751-425-0000	STANDBY PAY	1,300.00	1,300.00	100.00	1,100.00	0.00	200.00	84.62 %
401-751-430-0402	OVERTIME PAY	10,000.00	10,000.00	4,061.23	9,780.94	0.00	219.06	97.81 %
401-751-450-0000	STORMS -NO REIMBURSEMENT	0.00	0.00	0.00	378.00	0.00	-378.00	0.00 %
401-751-460-0000	STATE RETIREMENT-CITY'S SHARE	52,050.00	52,050.00	3,885.63	36,126.79	0.00	15,923.21	69.41 %
401-751-470-0000	FICA TAXES - CITY'S SHARE	21,640.00	21,640.00	1,531.89	14,384.46	0.00	7,255.54	66.47 %
401-751-480-0000	EMPLOYEE GROUP INSURANCE	56,451.00	56,451.00	2,137.60	29,086.56	0.00	27,364.44	51.53 %
	Category: 40 - Personnel Services Total:	**414,317.00**	**414,317.00**	**27,941.02**	**274,060.02**	**0.00**	**140,256.98**	**66.15%**
Category: 50 - Supplies								
401-751-543-0000	CHEMICALS	75,000.00	75,000.00	8,655.72	54,695.44	18,078.80	2,225.76	97.03 %
401-751-548-0000	SMALL TOOLS & EQUIPMENT	5,000.00	5,000.00	0.00	3,454.53	0.00	1,545.47	69.09 %
401-751-560-0000	MATERIALS & SUPPLIES	23,000.00	23,000.00	3,316.67	13,787.55	7,469.99	1,742.46	92.42 %
401-751-563-0000	REPAIR PARTS & SUPPLIES	18,000.00	18,000.00	1,664.16	5,863.25	632.33	11,504.42	36.09 %
401-751-570-0000	TIRES AND TUBES	2,000.00	2,000.00	0.00	836.92	0.00	1,163.08	41.85 %
401-751-571-0000	UTILITY SYSTEMS PARTS & SPLYS	85,000.00	85,000.00	30,751.84	63,469.98	3,631.35	17,898.67	78.94 %
	Category: 50 - Supplies Total:	**208,000.00**	**208,000.00**	**44,388.39**	**142,107.67**	**29,812.47**	**36,079.86**	**82.65%**
Category: 60 - Contractual Services								
401-751-600-0600	CONTRACTUAL SERVICES - SEWER DEPT	25,000.00	31,300.00	22,350.40	31,269.02	0.00	30.98	99.90 %
401-751-600-0602	ATTORNEY FEES - CONTRACT	12,960.00	12,960.00	1,080.00	10,800.00	0.00	2,160.00	83.33 %
401-751-602-0000	COMPUTER SOFTWARE & SUPPORT	2,000.00	2,000.00	0.00	1,815.00	0.00	185.00	90.75 %
401-751-605-0607	TRAVEL/TRAINING/SEMINARS	4,000.00	4,000.00	0.00	3,561.00	0.00	439.00	89.03 %
401-751-611-0000	TELEPHONE	1,572.00	1,572.00	133.83	1,325.68	0.00	246.32	84.33 %
401-751-625-0000	UTILITIES	140,000.00	140,000.00	12,526.41	112,203.97	0.00	27,796.03	80.15 %
401-751-630-0000	GENERAL REPAIRS & MAINTENANCE	60,000.00	60,000.00	7,208.00	51,499.00	4,286.86	4,214.14	92.98 %
401-751-632-0000	PROPERTY DAMAGE REPAIRS	10,000.00	10,000.00	2,960.00	3,719.00	0.00	6,281.00	37.19 %
401-751-635-0000	RENTALS	3,000.00	3,000.00	0.00	0.00	675.00	2,325.00	22.50 %
401-751-685-0000	CSX EASEMENTS	2,200.00	3,400.00	0.00	3,700.46	0.00	-300.46	108.84 %
401-751-686-0000	DUES/MEMBERSHIPS/SUBSCRIPTIONS	800.00	800.00	0.00	637.50	0.00	162.50	79.69 %
401-751-691-0000	SEWER SERVICE JCUA	2,874,192.00	2,942,464.00	258,209.00	2,463,093.08	0.00	479,370.92	83.71 %
	Category: 60 - Contractual Services Total:	**3,135,724.00**	**3,211,496.00**	**304,467.64**	**2,683,623.71**	**4,961.86**	**522,910.43**	**83.72%**
Category: 90 - Capital Outlay								
401-751-916-0000	MACHINERY & EQUIPMENT	0.00	33,334.00	0.00	0.00	0.00	33,334.00	0.00 %
401-751-923-0908	SEWER IMPROVEMENTS	300,000.00	300,000.00	20,388.50	63,173.03	62,154.56	174,672.41	41.78 %
	Category: 90 - Capital Outlay Total:	**300,000.00**	**333,334.00**	**20,388.50**	**63,173.03**	**62,154.56**	**208,006.41**	**37.60%**
	Department: 751 - SEWER OPERATIONS Total:	**4,058,041.00**	**4,167,147.00**	**397,185.55**	**3,162,964.43**	**96,928.89**	**907,253.68**	**78.23%**
Department: 800 - DEBT SERVICE								
Category: 80 - Debt Service								
401-800-810-0001	INTEREST - WATER METERS (ENDS FY30)	8,296.41	8,296.41	0.00	6,424.93	0.00	1,871.48	77.44 %
401-800-810-0003	INTEREST - 500,000 TANK/LINES/HYD (ENDS FY26)	500.45	500.45	0.00	500.45	0.00	0.00	100.00 %
401-800-810-0004	INTEREST - DEANNA WELL MAIN LINES (ENDS FY28)	2,938.00	2,938.00	0.00	2,313.09	0.00	624.91	78.73 %
401-800-810-0005	INTEREST - WATER IMPROVEMENTS (ENDS FY28)	789.55	789.55	55.27	688.10	0.00	101.45	87.15 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
401-800-810-0006	INTEREST - WATER MAIN LINES (ENDS FY28)	2,163.85	2,163.85	0.00	1,712.17	0.00	451.68	79.13 %
401-800-810-0007	INTEREST - 50 SEWER STATIONS (ENDS FY33)	7,106.58	7,106.58	0.00	5,422.47	0.00	1,684.11	76.30 %
401-800-820-0001	PRINCIPAL - WATER METER LOAN (END FY30)	110,849.59	110,849.59	0.00	82,859.57	0.00	27,990.02	74.75 %
401-800-820-0003	PRINCIPAL - 500,000 TANK/LINES/HYD (ENDS FY26)	42,696.90	42,696.90	0.00	42,696.90	0.00	0.00	100.00 %
401-800-820-0004	PRINCIPAL - DEANNA WELL LINES (ENDS FY28)	59,901.32	59,901.32	0.00	44,816.40	0.00	15,084.92	74.82 %
401-800-820-0005	PRINCIPAL - WATER IMPROVEMENTS (ENDS FY28)	21,669.65	21,669.65	1,816.33	18,027.90	0.00	3,641.75	83.19 %
401-800-820-0006	PRINCIPAL - WATER MAIN LINES (ENDS FY28)	49,211.55	49,211.55	0.00	36,818.63	0.00	12,392.92	74.82 %
401-800-820-0007	PRINCIPAL - 50 SEWER STATIONS (ENDS FY33)	56,359.26	56,359.26	0.00	42,176.91	0.00	14,182.35	74.84 %
	Category: 80 - Debt Service Total:	**362,483.11**	**362,483.11**	**1,871.60**	**284,457.52**	**0.00**	**78,025.59**	**78.47%**
	Department: 800 - DEBT SERVICE Total:	**362,483.11**	**362,483.11**	**1,871.60**	**284,457.52**	**0.00**	**78,025.59**	**78.47%**
	Total Revenues	**10,757,010.00**	**10,875,210.00**	**890,085.75**	**8,949,003.08**	**0.00**	**-1,926,206.92**	**82.29%**
	Total Expenses	**10,753,379.61**	**11,273,066.22**	**940,953.02**	**8,542,354.55**	**918,943.84**	**1,811,767.83**	**83.93%**
	Fund: 401 - UTILITY ENTERPRISE Surplus (Deficit):	**3,630.39**	**-397,856.22**	**-50,867.27**	**406,648.53**	**-918,943.84**	**-114,439.09**	**128.76%**
Fund: 551 - TACONI BUILDING								
Department: 001 - GENERAL								
Category: 34 - Miscellaneous								
551-001-341-0001	LEASE INCOME - YMCA	31,325.00	31,325.00	2,610.42	26,104.20	0.00	-5,220.80	83.33 %
551-001-341-0002	LEASE INCOME - HEADSTART	59,380.00	59,380.00	0.00	39,586.64	0.00	-19,793.36	66.67 %
551-001-342-0000	UTILITY REIMBURSEMENTS	20,000.00	20,000.00	1,269.69	19,860.52	0.00	-139.48	99.30 %
	Category: 34 - Miscellaneous Total:	**110,705.00**	**110,705.00**	**3,880.11**	**85,551.36**	**0.00**	**-25,153.64**	**77.28%**
	Department: 001 - GENERAL Total:	**110,705.00**	**110,705.00**	**3,880.11**	**85,551.36**	**0.00**	**-25,153.64**	**77.28%**
Department: 551 - TACONI RECREATIONAL FACILITY								
Category: 60 - Contractual Services								
551-551-620-0620	BUILDING INSURANCE - TACONI	96,000.00	96,000.00	0.00	69,042.54	0.00	26,957.46	71.92 %
551-551-625-0000	UTILITIES - TACONI	32,000.00	32,000.00	2,763.59	29,055.00	0.00	2,945.00	90.80 %
551-551-630-0000	GENERAL REPAIRS & MAINTENANCE - TACONI	10,000.00	17,900.00	855.00	12,999.46	200.00	4,700.54	73.74 %
	Category: 60 - Contractual Services Total:	**138,000.00**	**145,900.00**	**3,618.59**	**111,097.00**	**200.00**	**34,603.00**	**76.28%**
	Department: 551 - TACONI RECREATIONAL FACILITY Total:	**138,000.00**	**145,900.00**	**3,618.59**	**111,097.00**	**200.00**	**34,603.00**	**76.28%**
	Total Revenues	**110,705.00**	**110,705.00**	**3,880.11**	**85,551.36**	**0.00**	**-25,153.64**	**77.28%**
	Total Expenses	**138,000.00**	**145,900.00**	**3,618.59**	**111,097.00**	**200.00**	**34,603.00**	**76.28%**
	Fund: 551 - TACONI BUILDING Surplus (Deficit):	**-27,295.00**	**-35,195.00**	**261.52**	**-25,545.64**	**-200.00**	**9,449.36**	**73.15%**
Fund: 650 - PAYROLL CLEARING								
Department: 001 - GENERAL								
Category: 34 - Miscellaneous								
650-001-340-0000	INTEREST EARNED	0.00	0.00	0.00	28,995.80	0.00	28,995.80	0.00 %
	Category: 34 - Miscellaneous Total:	**0.00**	**0.00**	**0.00**	**28,995.80**	**0.00**	**28,995.80**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Category: 35 - Miscellaneous								
650-001-359-0000	OTHER INCOME	0.00	0.00	0.00	-0.02	0.00	-0.02	0.00 %
	Category: 35 - Miscellaneous Total:	**0.00**	**0.00**	**0.00**	**-0.02**	**0.00**	**-0.02**	**0.00%**
Category: 40 - Personnel Services								
650-001-482-0000	FLEX PLAN	0.00	0.00	0.00	1,058.00	0.00	-1,058.00	0.00 %
	Category: 40 - Personnel Services Total:	**0.00**	**0.00**	**0.00**	**1,058.00**	**0.00**	**-1,058.00**	**0.00%**
	Department: 001 - GENERAL Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**27,937.78**	**0.00**	**27,937.78**	**0.00%**
	Total Revenues	**0.00**	**0.00**	**0.00**	**28,995.78**	**0.00**	**28,995.78**	**0.00%**
	Total Expenses	**0.00**	**0.00**	**0.00**	**1,058.00**	**0.00**	**-1,058.00**	**0.00%**
	Fund: 650 - PAYROLL CLEARING Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**27,937.78**	**0.00**	**27,937.78**	**0.00%**
Fund: 651 - FLEXIBLE MEDICAL SPENDING								
Department: 001 - GENERAL								
Category: 34 - Miscellaneous								
651-001-340-0000	INTEREST EARNED	0.00	0.00	0.00	448.53	0.00	448.53	0.00 %
	Category: 34 - Miscellaneous Total:	**0.00**	**0.00**	**0.00**	**448.53**	**0.00**	**448.53**	**0.00%**
	Department: 001 - GENERAL Total:	**0.00**	**0.00**	**0.00**	**448.53**	**0.00**	**448.53**	**0.00%**
	Total Revenues	**0.00**	**0.00**	**0.00**	**448.53**	**0.00**	**448.53**	**0.00%**
	Total Expenses	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
	Fund: 651 - FLEXIBLE MEDICAL SPENDING Total:	**0.00**	**0.00**	**0.00**	**448.53**	**0.00**	**448.53**	**0.00%**
	Report Surplus (Deficit):	**1,687,719.22**	**74,649.75**	**1,431,010.21**	**-2,944,685.31**	**-1,669,340.79**	**-4,688,675.85**	**-6,180.90%**

Group Summary

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL							
Department: 001 - GENERAL							
20 - Taxes	6,244,655.00	6,244,655.00	133,707.40	5,957,357.21	0.00	-287,297.79	95.40%
21 - Other Taxes	1,264,050.00	1,264,050.00	228,218.69	1,344,173.04	0.00	80,123.04	106.34%
22 - Licenses and Permits	385,000.00	385,000.00	62,119.45	597,580.53	0.00	212,580.53	155.22%
23 - Intergovernmental Revenues	6,740,140.50	6,740,140.50	601,546.28	6,147,948.02	0.00	-592,192.48	91.21%
28 - Charges for Government Services	12,000.00	12,000.00	1,000.00	10,000.00	0.00	-2,000.00	83.33%
31 - Culture and Recreation	360,000.00	360,000.00	50,260.92	323,447.75	0.00	-36,552.25	89.85%
33 - Fines and Forfeits	242,200.00	242,200.00	33,320.00	265,675.38	0.00	23,475.38	109.69%
34 - Miscellaneous	1,418,776.00	1,418,776.00	39,449.82	1,636,210.81	0.00	217,434.81	115.33%
35 - Miscellaneous	376,500.00	414,808.00	22,475.66	420,683.96	0.00	5,875.96	101.42%
38 - Transfers and Non Revenue Receipts	1,807,570.55	1,807,570.55	55,570.55	109,589.70	0.00	-1,697,980.85	6.06%
Department: 001 - GENERAL Total:	**18,850,892.05**	**18,889,200.05**	**1,227,668.77**	**16,812,666.40**	**0.00**	**-2,076,533.65**	**89.01%**
Department: 100 - Board of Aldermen							
40 - Personnel Services	149,379.00	149,379.00	13,196.68	126,607.79	0.00	22,771.21	84.76%
60 - Contractual Services	15,900.00	25,900.00	0.00	13,817.80	0.00	12,082.20	53.35%
70 - Grants, Subsidies, & Allocations	7,000.00	7,000.00	0.00	6,950.00	0.00	50.00	99.29%
90 - Capital Outlay	42,000.00	51,752.48	585.35	14,966.83	188.69	36,596.96	29.28%
95 - Transfers Out	20,000.00	20,000.00	20,000.00	20,000.00	0.00	0.00	100.00%
Department: 100 - Board of Aldermen Total:	**234,279.00**	**254,031.48**	**33,782.03**	**182,342.42**	**188.69**	**71,500.37**	**71.85%**
Department: 110 - COURT DEPARTMENT							
40 - Personnel Services	257,392.00	257,392.00	20,922.85	231,479.54	0.00	25,912.46	89.93%
50 - Supplies	6,800.00	6,800.00	179.99	1,361.08	599.56	4,839.36	28.83%
60 - Contractual Services	62,574.00	62,574.00	1,944.94	26,576.65	337.38	35,659.97	43.01%
Department: 110 - COURT DEPARTMENT Total:	**326,766.00**	**326,766.00**	**23,047.78**	**259,417.27**	**936.94**	**66,411.79**	**79.68%**
Department: 120 - EXECUTIVE MAYOR							
40 - Personnel Services	253,632.00	253,632.00	16,211.47	208,525.25	0.00	45,106.75	82.22%
50 - Supplies	11,900.00	16,400.00	1,014.00	11,682.29	1,771.50	2,946.21	82.04%
60 - Contractual Services	340,512.00	341,712.00	21,092.48	184,025.40	359.50	157,327.10	53.96%
70 - Grants, Subsidies, & Allocations	6,000.00	6,000.00	0.00	2,190.00	0.00	3,810.00	36.50%
Department: 120 - EXECUTIVE MAYOR Total:	**612,044.00**	**617,744.00**	**38,317.95**	**406,422.94**	**2,131.00**	**209,190.06**	**66.14%**
Department: 140 - SUPERVISION & FINANCE							
40 - Personnel Services	455,793.00	461,015.00	19,730.07	223,104.54	0.00	237,910.46	48.39%
50 - Supplies	10,100.00	10,100.00	791.57	5,155.45	677.91	4,266.64	57.76%
60 - Contractual Services	455,529.22	475,529.22	63,419.52	369,063.02	24,220.79	82,245.41	82.70%
Department: 140 - SUPERVISION & FINANCE Total:	**921,422.22**	**946,644.22**	**83,941.16**	**597,323.01**	**24,898.70**	**324,422.51**	**65.73%**
Department: 180 - HUMAN RESOURCES							
40 - Personnel Services	113,355.00	113,355.00	8,750.88	104,312.80	0.00	9,042.20	92.02%

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
50 - Supplies	1,720.00	5,890.00	46.17	4,294.32	49.72	1,545.96	73.75%
60 - Contractual Services	748,600.00	748,600.00	3,029.71	629,314.15	200.00	119,085.85	84.09%
Department: 180 - HUMAN RESOURCES Total:	**863,675.00**	**867,845.00**	**11,826.76**	**737,921.27**	**249.72**	**129,674.01**	**85.06%**
Department: 190 - PLANNING DEPARTMENT							
40 - Personnel Services	190,908.00	190,908.00	10,219.42	124,239.46	0.00	66,668.54	65.08%
50 - Supplies	2,600.00	3,392.10	207.48	2,555.89	364.10	472.11	86.08%
60 - Contractual Services	112,003.00	111,353.00	20,394.60	102,381.85	1,280.04	7,691.11	93.09%
Department: 190 - PLANNING DEPARTMENT Total:	**305,511.00**	**305,653.10**	**30,821.50**	**229,177.20**	**1,644.14**	**74,831.76**	**75.52%**
Department: 191 - BUILDING DEPARTMENT							
40 - Personnel Services	331,986.00	331,986.00	24,852.90	271,118.55	0.00	60,867.45	81.67%
50 - Supplies	8,820.00	12,990.00	43.63	2,982.71	0.00	10,007.29	22.96%
60 - Contractual Services	121,304.00	121,304.00	6,021.73	82,066.37	4,140.00	35,097.63	71.07%
Department: 191 - BUILDING DEPARTMENT Total:	**462,110.00**	**466,280.00**	**30,918.26**	**356,167.63**	**4,140.00**	**105,972.37**	**77.27%**
Department: 193 - SENIOR CITIZEN CENTER							
60 - Contractual Services	18,500.00	18,500.00	554.54	12,275.21	0.00	6,224.79	66.35%
Department: 193 - SENIOR CITIZEN CENTER Total:	**18,500.00**	**18,500.00**	**554.54**	**12,275.21**	**0.00**	**6,224.79**	**66.35%**
Department: 194 - COMMUNITY CENTER							
60 - Contractual Services	30,500.00	30,500.00	195.00	20,735.51	140.00	9,624.49	68.44%
Department: 194 - COMMUNITY CENTER Total:	**30,500.00**	**30,500.00**	**195.00**	**20,735.51**	**140.00**	**9,624.49**	**68.44%**
Department: 195 - CIVIC CENTER							
60 - Contractual Services	63,550.00	63,550.00	1,680.79	42,913.46	322.00	20,314.54	68.03%
Department: 195 - CIVIC CENTER Total:	**63,550.00**	**63,550.00**	**1,680.79**	**42,913.46**	**322.00**	**20,314.54**	**68.03%**
Department: 196 - MARY C O'KEEFE							
34 - Miscellaneous	52,500.00	52,500.00	553.10	37,458.01	0.00	-15,041.99	71.35%
38 - Transfers and Non Revenue Receipts	0.00	0.00	-376.60	980.40	0.00	980.40	0.00%
40 - Personnel Services	148,871.00	148,871.00	11,782.38	128,151.09	0.00	20,719.91	86.08%
50 - Supplies	29,750.00	29,750.00	1,531.40	15,467.77	1,988.07	12,294.16	58.68%
60 - Contractual Services	192,330.00	192,330.00	15,391.27	142,004.24	6,472.39	43,853.37	77.20%
90 - Capital Outlay	0.00	8,750.00	0.00	8,200.00	0.00	550.00	93.71%
Department: 196 - MARY C O'KEEFE Surplus (Deficit):	**-318,451.00**	**-327,201.00**	**-28,528.55**	**-255,384.69**	**-8,460.46**	**63,355.85**	**80.64%**
Department: 197 - OTHER CULTURAL							
60 - Contractual Services	2,000.00	2,000.00	107.30	1,233.21	0.00	766.79	61.66%
Department: 197 - OTHER CULTURAL Total:	**2,000.00**	**2,000.00**	**107.30**	**1,233.21**	**0.00**	**766.79**	**61.66%**
Department: 200 - POLICE DEPARTMENT							
40 - Personnel Services	4,456,047.00	4,465,649.00	333,106.20	3,692,303.75	0.00	773,345.25	82.68%
50 - Supplies	478,500.00	447,525.00	36,858.52	335,197.66	48,996.50	63,330.84	85.85%
60 - Contractual Services	569,180.00	633,680.00	45,772.17	512,165.28	36,195.35	85,319.37	86.54%
90 - Capital Outlay	0.00	171,499.78	10,001.15	159,629.35	7,837.00	4,033.43	97.65%
Department: 200 - POLICE DEPARTMENT Total:	**5,503,727.00**	**5,718,353.78**	**425,738.04**	**4,699,296.04**	**93,028.85**	**926,028.89**	**83.81%**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 260 - FIRE DEPARTMENT							
40 - Personnel Services	2,993,852.00	3,008,119.00	224,474.33	2,518,615.60	0.00	489,503.40	83.73%
50 - Supplies	136,350.00	136,350.00	10,593.91	89,129.31	11,918.33	35,302.36	74.11%
60 - Contractual Services	161,450.00	161,450.00	18,885.24	92,211.28	29,935.93	39,302.79	75.66%
90 - Capital Outlay	0.00	90,302.36	160.00	83,862.96	1,500.00	4,939.40	94.53%
Department: 260 - FIRE DEPARTMENT Total:	**3,291,652.00**	**3,396,221.36**	**254,113.48**	**2,783,819.15**	**43,354.26**	**569,047.95**	**83.24%**
Department: 268 - EMERGENCY MANAGEMENT							
50 - Supplies	1,000.00	1,705.00	0.00	1,694.98	0.00	10.02	99.41%
60 - Contractual Services	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00%
Department: 268 - EMERGENCY MANAGEMENT Total:	**2,000.00**	**2,705.00**	**0.00**	**1,694.98**	**0.00**	**1,010.02**	**62.66%**
Department: 300 - PUBLIC WORKS ADMINISTRATION							
40 - Personnel Services	157,915.00	157,915.00	16,862.70	145,450.64	0.00	12,464.36	92.11%
50 - Supplies	33,055.00	33,055.00	6,738.16	21,613.41	878.23	10,563.36	68.04%
60 - Contractual Services	51,294.00	51,294.00	3,838.53	39,102.65	835.36	11,355.99	77.86%
90 - Capital Outlay	0.00	18,229.53	0.00	18,229.53	0.00	0.00	100.00%
Department: 300 - PUBLIC WORKS ADMINISTRATION Total:	**242,264.00**	**260,493.53**	**27,439.39**	**224,396.23**	**1,713.59**	**34,383.71**	**86.80%**
Department: 301 - STREET DEPARTMENT							
40 - Personnel Services	867,439.00	867,439.00	61,014.02	706,004.11	0.00	161,434.89	81.39%
50 - Supplies	338,400.00	346,808.51	33,572.42	210,924.96	56,198.64	79,684.91	77.02%
60 - Contractual Services	738,400.00	756,600.00	59,083.29	607,437.49	6,328.59	142,833.92	81.12%
90 - Capital Outlay	55,000.00	432,261.00	912.00	372,398.49	35,223.84	24,638.67	94.30%
Department: 301 - STREET DEPARTMENT Total:	**1,999,239.00**	**2,403,108.51**	**154,581.73**	**1,896,765.05**	**97,751.07**	**408,592.39**	**83.00%**
Department: 350 - CENTRAL SHOP							
40 - Personnel Services	90,520.00	90,520.00	6,083.21	94,989.27	0.00	-4,469.27	104.94%
50 - Supplies	14,500.00	14,500.00	2,554.26	10,246.96	2,014.32	2,238.72	84.56%
60 - Contractual Services	10,500.00	19,525.00	0.00	16,144.64	0.00	3,380.36	82.69%
Department: 350 - CENTRAL SHOP Total:	**115,520.00**	**124,545.00**	**8,637.47**	**121,380.87**	**2,014.32**	**1,149.81**	**99.08%**
Department: 351 - MAINTENANCE							
40 - Personnel Services	306,562.00	306,562.00	23,499.61	196,075.76	0.00	110,486.24	63.96%
50 - Supplies	8,000.00	8,000.00	26.98	4,299.80	1,689.65	2,010.55	74.87%
60 - Contractual Services	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00%
Department: 351 - MAINTENANCE Total:	**315,562.00**	**315,562.00**	**23,526.59**	**200,375.56**	**1,689.65**	**113,496.79**	**64.03%**
Department: 352 - DRAINAGE DEPARTMENT							
40 - Personnel Services	300,039.00	300,039.00	16,389.01	209,853.05	0.00	90,185.95	69.94%
50 - Supplies	24,500.00	24,500.00	2,753.88	18,385.93	1,254.67	4,859.40	80.17%
60 - Contractual Services	53,350.00	35,150.00	2,053.10	20,743.69	656.00	13,750.31	60.88%
90 - Capital Outlay	300,000.00	333,333.00	47,629.00	256,498.50	42,320.18	34,514.32	89.65%
Department: 352 - DRAINAGE DEPARTMENT Total:	**677,889.00**	**693,022.00**	**68,824.99**	**505,481.17**	**44,230.85**	**143,309.98**	**79.32%**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 353 - LANDSCAPING/BEAUTIFICATION							
40 - Personnel Services	195,258.00	195,258.00	14,730.79	133,195.26	0.00	62,062.74	68.22%
50 - Supplies	36,200.00	36,200.00	591.50	25,032.80	4,045.91	7,121.29	80.33%
60 - Contractual Services	20,000.00	20,000.00	0.00	9,707.00	0.00	10,293.00	48.54%
Department: 353 - LANDSCAPING/BEAUTIFICATION Total:	**251,458.00**	**251,458.00**	**15,322.29**	**167,935.06**	**4,045.91**	**79,477.03**	**68.39%**
Department: 550 - PARKS AND RECREATION							
40 - Personnel Services	1,577,003.00	1,581,250.00	131,677.46	1,329,824.47	0.00	251,425.53	84.10%
50 - Supplies	281,500.00	278,500.00	19,044.21	167,282.22	15,001.41	96,216.37	65.45%
60 - Contractual Services	366,260.00	368,760.00	31,812.05	284,189.39	14,862.05	69,708.56	81.10%
90 - Capital Outlay	0.00	70,909.00	0.00	63,719.00	0.00	7,190.00	89.86%
Department: 550 - PARKS AND RECREATION Total:	**2,224,763.00**	**2,299,419.00**	**182,533.72**	**1,845,015.08**	**29,863.46**	**424,540.46**	**81.54%**
Department: 552 - RYAN YOUTH CENTER							
60 - Contractual Services	3,000.00	3,500.00	0.00	3,061.78	0.00	438.22	87.48%
Department: 552 - RYAN YOUTH CENTER Total:	**3,000.00**	**3,500.00**	**0.00**	**3,061.78**	**0.00**	**438.22**	**87.48%**
Total Revenues	**18,903,392.05**	**18,941,700.05**	**1,227,845.27**	**16,851,104.81**	**0.00**	**-2,090,595.24**	**88.96%**
Total Expenses	**18,838,382.22**	**19,747,602.98**	**1,444,615.82**	**15,588,973.20**	**360,803.61**	**3,797,826.17**	**80.77%**
Fund: 001 - GENERAL Surplus (Deficit):	**65,009.83**	**-805,902.93**	**-216,770.55**	**1,262,131.61**	**-360,803.61**	**1,707,230.93**	**-111.84%**
Fund: 003 - CREDIT CARD FEES							
Department: 001 - GENERAL							
35 - Miscellaneous	0.00	0.00	844.09	7,024.32	0.00	7,024.32	0.00%
60 - Contractual Services	0.00	0.00	68.27	4,721.64	0.00	-4,721.64	0.00%
Department: 001 - GENERAL Surplus (Deficit):	**0.00**	**0.00**	**775.82**	**2,302.68**	**0.00**	**2,302.68**	**0.00%**
Total Revenues	**0.00**	**0.00**	**844.09**	**7,024.32**	**0.00**	**7,024.32**	**0.00%**
Total Expenses	**0.00**	**0.00**	**68.27**	**4,721.64**	**0.00**	**-4,721.64**	**0.00%**
Fund: 003 - CREDIT CARD FEES Surplus (Deficit):	**0.00**	**0.00**	**775.82**	**2,302.68**	**0.00**	**2,302.68**	**0.00%**
Fund: 005 - PUBLIC WORKS FACILITY							
Department: 001 - GENERAL							
23 - Intergovernmental Revenues	0.00	0.00	0.00	4,000,000.00	0.00	4,000,000.00	0.00%
Department: 001 - GENERAL Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**4,000,000.00**	**0.00**	**4,000,000.00**	**0.00%**
Department: 300 - PUBLIC WORKS ADMINISTRATION							
90 - Capital Outlay	0.00	0.00	703,621.24	6,706,023.00	0.00	-6,706,023.00	0.00%
Department: 300 - PUBLIC WORKS ADMINISTRATION Total:	**0.00**	**0.00**	**703,621.24**	**6,706,023.00**	**0.00**	**-6,706,023.00**	**0.00%**
Total Revenues	**0.00**	**0.00**	**0.00**	**4,000,000.00**	**0.00**	**4,000,000.00**	**0.00%**
Total Expenses	**0.00**	**0.00**	**703,621.24**	**6,706,023.00**	**0.00**	**-6,706,023.00**	**0.00%**
Fund: 005 - PUBLIC WORKS FACILITY Surplus (Deficit):	**0.00**	**0.00**	**-703,621.24**	**-2,706,023.00**	**0.00**	**-2,706,023.00**	**0.00%**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 007 - TOURISM FUND							
Department: 001 - GENERAL							
21 - Other Taxes	85,000.00	85,000.00	13,279.58	127,427.34	0.00	42,427.34	149.91%
38 - Transfers and Non Revenue Receipts	0.00	11,200.00	0.00	11,200.00	0.00	0.00	100.00%
Department: 001 - GENERAL Surplus (Deficit):	**85,000.00**	**96,200.00**	**13,279.58**	**138,627.34**	**0.00**	**42,427.34**	**144.10%**
Department: 140 - SUPERVISION & FINANCE							
50 - Supplies	43,000.00	55,089.10	0.00	54,789.10	0.00	300.00	99.46%
Department: 140 - SUPERVISION & FINANCE Total:	**43,000.00**	**55,089.10**	**0.00**	**54,789.10**	**0.00**	**300.00**	**99.46%**
Department: 650 - ECONOMIC DEVELOPMENT & ASSISTC							
60 - Contractual Services	5,500.00	5,500.00	266.36	4,550.36	0.00	949.64	82.73%
70 - Grants, Subsidies, & Allocations	35,500.00	35,500.00	327.26	30,417.26	766.33	4,316.41	87.84%
Department: 650 - ECONOMIC DEVELOPMENT & ASSISTC Total:	**41,000.00**	**41,000.00**	**593.62**	**34,967.62**	**766.33**	**5,266.05**	**87.16%**
Total Revenues	**85,000.00**	**96,200.00**	**13,279.58**	**138,627.34**	**0.00**	**42,427.34**	**144.10%**
Total Expenses	**84,000.00**	**96,089.10**	**593.62**	**89,756.72**	**766.33**	**5,566.05**	**94.21%**
Fund: 007 - TOURISM FUND Surplus (Deficit):	**1,000.00**	**110.90**	**12,685.96**	**48,870.62**	**-766.33**	**47,993.39**	**43,376.28%**
Fund: 008 - FOOD AND BEVERAGE TAX 2%							
Department: 001 - GENERAL							
21 - Other Taxes	1,800,000.00	1,800,000.00	253,924.13	2,247,063.76	0.00	447,063.76	124.84%
35 - Miscellaneous	0.00	0.00	0.00	8,150.00	0.00	8,150.00	0.00%
Department: 001 - GENERAL Surplus (Deficit):	**1,800,000.00**	**1,800,000.00**	**253,924.13**	**2,255,213.76**	**0.00**	**455,213.76**	**125.29%**
Department: 255 - PUBLIC SAFETY CENTER							
90 - Capital Outlay	0.00	13,175.00	13,175.00	13,175.00	0.00	0.00	100.00%
Department: 255 - PUBLIC SAFETY CENTER Total:	**0.00**	**13,175.00**	**13,175.00**	**13,175.00**	**0.00**	**0.00**	**100.00%**
Department: 260 - FIRE DEPARTMENT							
90 - Capital Outlay	0.00	135,000.00	0.00	134,707.15	0.00	292.85	99.78%
Department: 260 - FIRE DEPARTMENT Total:	**0.00**	**135,000.00**	**0.00**	**134,707.15**	**0.00**	**292.85**	**99.78%**
Department: 550 - PARKS AND RECREATION							
60 - Contractual Services	75,960.00	67,840.00	5,140.00	57,200.00	0.00	10,640.00	84.32%
90 - Capital Outlay	50,000.00	207,937.00	9,198.00	140,087.96	32,838.02	35,011.02	83.16%
Department: 550 - PARKS AND RECREATION Total:	**125,960.00**	**275,777.00**	**14,338.00**	**197,287.96**	**32,838.02**	**45,651.02**	**83.45%**
Department: 554 - MARY C O'KEEFE CENTER							
90 - Capital Outlay	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.00%
Department: 554 - MARY C O'KEEFE CENTER Total:	**15,000.00**	**15,000.00**	**0.00**	**0.00**	**0.00**	**15,000.00**	**0.00%**
Department: 650 - ECONOMIC DEVELOPMENT & ASSISTC							
60 - Contractual Services	57,000.00	76,210.00	11,210.00	53,710.00	0.00	22,500.00	70.48%
Department: 650 - ECONOMIC DEVELOPMENT & ASSISTC Total:	**57,000.00**	**76,210.00**	**11,210.00**	**53,710.00**	**0.00**	**22,500.00**	**70.48%**
Department: 800 - DEBT SERVICE							
80 - Debt Service	655,359.00	655,359.00	850.00	654,509.00	0.00	850.00	99.87%

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 800 - DEBT SERVICE Total:	**655,359.00**	**655,359.00**	**850.00**	**654,509.00**	**0.00**	**850.00**	**99.87%**
Department: 999 - TRANSFER TO OTHER FUNDS							
95 - Transfers Out	157,000.00	192,000.00	0.00	157,000.00	0.00	35,000.00	81.77%
Department: 999 - TRANSFER TO OTHER FUNDS Total:	**157,000.00**	**192,000.00**	**0.00**	**157,000.00**	**0.00**	**35,000.00**	**81.77%**
Total Revenues	**1,800,000.00**	**1,800,000.00**	**253,924.13**	**2,255,213.76**	**0.00**	**455,213.76**	**125.29%**
Total Expenses	**1,010,319.00**	**1,362,521.00**	**39,573.00**	**1,210,389.11**	**32,838.02**	**119,293.87**	**91.24%**
Fund: 008 - FOOD AND BEVERAGE TAX 2% Surplus (Deficit):	**789,681.00**	**437,479.00**	**214,351.13**	**1,044,824.65**	**-32,838.02**	**574,507.63**	**231.32%**
Fund: 009 - ETHELYN CONNER TREE FUND							
Department: 120 - EXECUTIVE MAYOR							
60 - Contractual Services	0.00	0.00	0.00	0.00	1,750.00	-1,750.00	0.00%
Department: 120 - EXECUTIVE MAYOR Total:	**0.00**	**0.00**	**0.00**	**0.00**	**1,750.00**	**-1,750.00**	**0.00%**
Total Revenues	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Total Expenses	**0.00**	**0.00**	**0.00**	**0.00**	**1,750.00**	**-1,750.00**	**0.00%**
Fund: 009 - ETHELYN CONNER TREE FUND Total:	**0.00**	**0.00**	**0.00**	**0.00**	**1,750.00**	**-1,750.00**	**0.00%**
Fund: 010 - FESTIVALS							
Department: 001 - GENERAL							
34 - Miscellaneous	7,000.00	25.00	0.00	25.00	0.00	0.00	100.00%
35 - Miscellaneous	5,500.00	9,250.00	0.00	6,250.00	0.00	-3,000.00	67.57%
38 - Transfers and Non Revenue Receipts	75,000.00	110,000.00	0.00	75,000.00	0.00	-35,000.00	68.18%
Department: 001 - GENERAL Surplus (Deficit):	**87,500.00**	**119,275.00**	**0.00**	**81,275.00**	**0.00**	**-38,000.00**	**68.14%**
Department: 140 - SUPERVISION & FINANCE							
50 - Supplies	2,000.00	2,000.00	0.00	1,525.00	0.00	475.00	76.25%
60 - Contractual Services	5,000.00	5,000.00	416.67	3,750.03	0.00	1,249.97	75.00%
70 - Grants, Subsidies, & Allocations	103,800.00	115,254.00	4,500.00	67,396.83	981.88	46,875.29	59.33%
Department: 140 - SUPERVISION & FINANCE Total:	**110,800.00**	**122,254.00**	**4,916.67**	**72,671.86**	**981.88**	**48,600.26**	**60.25%**
Total Revenues	**87,500.00**	**119,275.00**	**0.00**	**81,275.00**	**0.00**	**-38,000.00**	**68.14%**
Total Expenses	**110,800.00**	**122,254.00**	**4,916.67**	**72,671.86**	**981.88**	**48,600.26**	**60.25%**
Fund: 010 - FESTIVALS Surplus (Deficit):	**-23,300.00**	**-2,979.00**	**-4,916.67**	**8,603.14**	**-981.88**	**10,600.26**	**-255.83%**
Fund: 020 - KEEP OS BEAUTIFUL							
Department: 121 - KEEP OS BEAUTIFUL							
60 - Contractual Services	0.00	0.00	187.00	187.00	0.00	-187.00	0.00%
Department: 121 - KEEP OS BEAUTIFUL Total:	**0.00**	**0.00**	**187.00**	**187.00**	**0.00**	**-187.00**	**0.00%**
Total Revenues	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Total Expenses	**0.00**	**0.00**	**187.00**	**187.00**	**0.00**	**-187.00**	**0.00%**
Fund: 020 - KEEP OS BEAUTIFUL Total:	**0.00**	**0.00**	**187.00**	**187.00**	**0.00**	**-187.00**	**0.00%**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 040 - BELLANDE/EVERGREEN CEMETERIES							
Department: 001 - GENERAL							
34 - Miscellaneous	0.00	0.00	0.00	30,035.00	0.00	30,035.00	0.00%
38 - Transfers and Non Revenue Receipts	6,500.00	6,500.00	0.00	0.00	0.00	-6,500.00	0.00%
Department: 001 - GENERAL Surplus (Deficit):	**6,500.00**	**6,500.00**	**0.00**	**30,035.00**	**0.00**	**23,535.00**	**462.08%**
Department: 140 - SUPERVISION & FINANCE							
60 - Contractual Services	6,500.00	6,500.00	26.00	712.00	0.00	5,788.00	10.95%
Department: 140 - SUPERVISION & FINANCE Total:	**6,500.00**	**6,500.00**	**26.00**	**712.00**	**0.00**	**5,788.00**	**10.95%**
Total Revenues	**6,500.00**	**6,500.00**	**0.00**	**30,035.00**	**0.00**	**23,535.00**	**462.08%**
Total Expenses	**6,500.00**	**6,500.00**	**26.00**	**712.00**	**0.00**	**5,788.00**	**10.95%**
Fund: 040 - BELLANDE/EVERGREEN CEMETERIES Surplus (Deficit):	**0.00**	**0.00**	**-26.00**	**29,323.00**	**0.00**	**29,323.00**	**0.00%**
Fund: 100 - MODERNIZATION USE TAX							
Department: 001 - GENERAL							
23 - Intergovernmental Revenues	0.00	0.00	1,035,231.04	2,007,105.37	0.00	2,007,105.37	0.00%
Department: 001 - GENERAL Surplus (Deficit):	**0.00**	**0.00**	**1,035,231.04**	**2,007,105.37**	**0.00**	**2,007,105.37**	**0.00%**
Department: 301 - STREET DEPARTMENT							
60 - Contractual Services	0.00	0.00	0.00	88,114.50	0.00	-88,114.50	0.00%
90 - Capital Outlay	0.00	0.00	11,260.00	61,385.00	0.00	-61,385.00	0.00%
Department: 301 - STREET DEPARTMENT Total:	**0.00**	**0.00**	**11,260.00**	**149,499.50**	**0.00**	**-149,499.50**	**0.00%**
Total Revenues	**0.00**	**0.00**	**1,035,231.04**	**2,007,105.37**	**0.00**	**2,007,105.37**	**0.00%**
Total Expenses	**0.00**	**0.00**	**11,260.00**	**149,499.50**	**0.00**	**-149,499.50**	**0.00%**
Fund: 100 - MODERNIZATION USE TAX Surplus (Deficit):	**0.00**	**0.00**	**1,023,971.04**	**1,857,605.87**	**0.00**	**1,857,605.87**	**0.00%**
Fund: 101 - LIBRARY							
Department: 001 - GENERAL							
20 - Taxes	295,260.00	295,260.00	6,256.98	281,691.19	0.00	-13,568.81	95.40%
Department: 001 - GENERAL Surplus (Deficit):	**295,260.00**	**295,260.00**	**6,256.98**	**281,691.19**	**0.00**	**-13,568.81**	**95.40%**
Department: 510 - JACKSON-GEORGE REGIONL LIBRARY							
60 - Contractual Services	227,600.00	227,600.00	12,645.00	186,623.02	90.00	40,886.98	82.04%
Department: 510 - JACKSON-GEORGE REGIONL LIBRARY Total:	**227,600.00**	**227,600.00**	**12,645.00**	**186,623.02**	**90.00**	**40,886.98**	**82.04%**
Total Revenues	**295,260.00**	**295,260.00**	**6,256.98**	**281,691.19**	**0.00**	**-13,568.81**	**95.40%**
Total Expenses	**227,600.00**	**227,600.00**	**12,645.00**	**186,623.02**	**90.00**	**40,886.98**	**82.04%**
Fund: 101 - LIBRARY Surplus (Deficit):	**67,660.00**	**67,660.00**	**-6,388.02**	**95,068.17**	**-90.00**	**27,318.17**	**140.38%**
Fund: 102 - SPECIAL PD FINES & FORFEITURES							
Department: 001 - GENERAL							
36 - Charges for Services	2,000.00	2,000.00	0.00	55,653.55	0.00	53,653.55	2,782.68%

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
38 - Transfers and Non Revenue Receipts	60,000.00	60,000.00	0.00	0.00	0.00	-60,000.00	0.00%
Department: 001 - GENERAL Surplus (Deficit):	**62,000.00**	**62,000.00**	**0.00**	**55,653.55**	**0.00**	**-6,346.45**	**89.76%**
Department: 200 - POLICE DEPARTMENT							
60 - Contractual Services	62,000.00	62,000.00	0.00	0.00	0.00	62,000.00	0.00%
Department: 200 - POLICE DEPARTMENT Total:	**62,000.00**	**62,000.00**	**0.00**	**0.00**	**0.00**	**62,000.00**	**0.00%**
Total Revenues	**62,000.00**	**62,000.00**	**0.00**	**55,653.55**	**0.00**	**-6,346.45**	**89.76%**
Total Expenses	**62,000.00**	**62,000.00**	**0.00**	**0.00**	**0.00**	**62,000.00**	**0.00%**
Fund: 102 - SPECIAL PD FINES & FORFEITURES Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**55,653.55**	**0.00**	**55,653.55**	**0.00%**
Fund: 103 - TASK FORCE							
Department: 001 - GENERAL							
33 - Fines and Forfeits	2,000.00	2,000.00	0.00	20,000.00	0.00	18,000.00	1,000.00%
38 - Transfers and Non Revenue Receipts	16,000.00	16,000.00	0.00	0.00	0.00	-16,000.00	0.00%
Department: 001 - GENERAL Surplus (Deficit):	**18,000.00**	**18,000.00**	**0.00**	**20,000.00**	**0.00**	**2,000.00**	**111.11%**
Department: 200 - POLICE DEPARTMENT							
50 - Supplies	18,000.00	18,000.00	0.00	0.00	0.00	18,000.00	0.00%
60 - Contractual Services	0.00	0.00	0.00	735.00	0.00	-735.00	0.00%
90 - Capital Outlay	0.00	0.00	0.00	2,228.91	0.00	-2,228.91	0.00%
Department: 200 - POLICE DEPARTMENT Total:	**18,000.00**	**18,000.00**	**0.00**	**2,963.91**	**0.00**	**15,036.09**	**16.47%**
Total Revenues	**18,000.00**	**18,000.00**	**0.00**	**20,000.00**	**0.00**	**2,000.00**	**111.11%**
Total Expenses	**18,000.00**	**18,000.00**	**0.00**	**2,963.91**	**0.00**	**15,036.09**	**16.47%**
Fund: 103 - TASK FORCE Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**17,036.09**	**0.00**	**17,036.09**	**0.00%**
Fund: 104 - AMERICAN RESCUE PLAN (ARPA) FUNDS							
Department: 330 - GRANT ACTIVITY							
34 - Miscellaneous	0.00	0.00	0.00	97,905.95	0.00	97,905.95	0.00%
Department: 330 - GRANT ACTIVITY Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**97,905.95**	**0.00**	**97,905.95**	**0.00%**
Department: 999 - TRANSFER TO OTHER FUNDS							
95 - Transfers Out	0.00	0.00	0.00	817,526.03	0.00	-817,526.03	0.00%
Department: 999 - TRANSFER TO OTHER FUNDS Total:	**0.00**	**0.00**	**0.00**	**817,526.03**	**0.00**	**-817,526.03**	**0.00%**
Total Revenues	**0.00**	**0.00**	**0.00**	**97,905.95**	**0.00**	**97,905.95**	**0.00%**
Total Expenses	**0.00**	**0.00**	**0.00**	**817,526.03**	**0.00**	**-817,526.03**	**0.00%**
Fund: 104 - AMERICAN RESCUE PLAN (ARPA) FUNDS Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**-719,620.08**	**0.00**	**-719,620.08**	**0.00%**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 105 - MDAH RECORDS MANAGEMENT							
Department: 001 - GENERAL							
34 - Miscellaneous	0.00	0.00	151.50	1,793.00	0.00	1,793.00	0.00%
Department: 001 - GENERAL Surplus (Deficit):	**0.00**	**0.00**	**151.50**	**1,793.00**	**0.00**	**1,793.00**	**0.00%**
Total Revenues	**0.00**	**0.00**	**151.50**	**1,793.00**	**0.00**	**1,793.00**	**0.00%**
Total Expenses	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 105 - MDAH RECORDS MANAGEMENT Surplus (Deficit):	**0.00**	**0.00**	**151.50**	**1,793.00**	**0.00**	**1,793.00**	**0.00%**
Fund: 120 - MUNICIPAL RESERVE FUND							
Department: 001 - GENERAL							
34 - Miscellaneous	0.00	0.00	0.00	74,951.18	0.00	74,951.18	0.00%
Department: 001 - GENERAL Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**74,951.18**	**0.00**	**74,951.18**	**0.00%**
Total Revenues	**0.00**	**0.00**	**0.00**	**74,951.18**	**0.00**	**74,951.18**	**0.00%**
Total Expenses	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 120 - MUNICIPAL RESERVE FUND Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**74,951.18**	**0.00**	**74,951.18**	**0.00%**
Fund: 161 - FIRE PROTECTION							
Department: 001 - GENERAL							
21 - Other Taxes	119,000.00	119,000.00	0.00	0.00	0.00	-119,000.00	0.00%
38 - Transfers and Non Revenue Receipts	24,856.00	24,856.00	0.00	0.00	0.00	-24,856.00	0.00%
Department: 001 - GENERAL Surplus (Deficit):	**143,856.00**	**143,856.00**	**0.00**	**0.00**	**0.00**	**-143,856.00**	**0.00%**
Department: 800 - DEBT SERVICE							
80 - Debt Service	143,856.00	143,856.00	0.00	139,079.19	0.00	4,776.81	96.68%
Department: 800 - DEBT SERVICE Total:	**143,856.00**	**143,856.00**	**0.00**	**139,079.19**	**0.00**	**4,776.81**	**96.68%**
Total Revenues	**143,856.00**	**143,856.00**	**0.00**	**0.00**	**0.00**	**-143,856.00**	**0.00%**
Total Expenses	**143,856.00**	**143,856.00**	**0.00**	**139,079.19**	**0.00**	**4,776.81**	**96.68%**
Fund: 161 - FIRE PROTECTION Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**-139,079.19**	**0.00**	**-139,079.19**	**0.00%**
Fund: 171 - HURRICANE IDA AUG 2021							
Department: 330 - GRANT ACTIVITY							
23 - Intergovernmental Revenues	0.00	0.00	0.00	977,210.43	0.00	977,210.43	0.00%
Department: 330 - GRANT ACTIVITY Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**977,210.43**	**0.00**	**977,210.43**	**0.00%**
Total Revenues	**0.00**	**0.00**	**0.00**	**977,210.43**	**0.00**	**977,210.43**	**0.00%**
Total Expenses	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 171 - HURRICANE IDA AUG 2021 Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**977,210.43**	**0.00**	**977,210.43**	**0.00%**
Fund: 200 - GENERAL OBLIGATIONS							
Department: 001 - GENERAL							
20 - Taxes	1,280,358.00	1,280,358.00	27,132.49	1,221,453.13	0.00	-58,904.87	95.40%
Department: 001 - GENERAL Surplus (Deficit):	**1,280,358.00**	**1,280,358.00**	**27,132.49**	**1,221,453.13**	**0.00**	**-58,904.87**	**95.40%**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 800 - DEBT SERVICE							
80 - Debt Service	469,025.00	469,025.00	0.00	319,025.00	0.00	150,000.00	68.02%
Department: 800 - DEBT SERVICE Total:	**469,025.00**	**469,025.00**	**0.00**	**319,025.00**	**0.00**	**150,000.00**	**68.02%**
Total Revenues	**1,280,358.00**	**1,280,358.00**	**27,132.49**	**1,221,453.13**	**0.00**	**-58,904.87**	**95.40%**
Total Expenses	**469,025.00**	**469,025.00**	**0.00**	**319,025.00**	**0.00**	**150,000.00**	**68.02%**
Fund: 200 - GENERAL OBLIGATIONS Surplus (Deficit):	**811,333.00**	**811,333.00**	**27,132.49**	**902,428.13**	**0.00**	**91,095.13**	**111.23%**
Fund: 201 - 2022 G/O FUND							
Department: 999 - TRANSFER TO OTHER FUNDS							
95 - Transfers Out	0.00	0.00	55,570.55	55,570.55	0.00	-55,570.55	0.00%
Department: 999 - TRANSFER TO OTHER FUNDS Total:	**0.00**	**0.00**	**55,570.55**	**55,570.55**	**0.00**	**-55,570.55**	**0.00%**
Total Revenues	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Total Expenses	**0.00**	**0.00**	**55,570.55**	**55,570.55**	**0.00**	**-55,570.55**	**0.00%**
Fund: 201 - 2022 G/O FUND Total:	**0.00**	**0.00**	**55,570.55**	**55,570.55**	**0.00**	**-55,570.55**	**0.00%**
Fund: 301 - MS DEPT OF ARCHIVES & HISTORY CLG							
Department: 001 - GENERAL							
23 - Intergovernmental Revenues	0.00	0.00	0.00	20,320.00	0.00	20,320.00	0.00%
Department: 001 - GENERAL Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**20,320.00**	**0.00**	**20,320.00**	**0.00%**
Total Revenues	**0.00**	**0.00**	**0.00**	**20,320.00**	**0.00**	**20,320.00**	**0.00%**
Total Expenses	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 301 - MS DEPT OF ARCHIVES & HISTORY CLG Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**20,320.00**	**0.00**	**20,320.00**	**0.00%**
Fund: 303 - TIDELANDS FY21-P412-01 - PORTER AVE							
Department: 330 - GRANT ACTIVITY							
90 - Capital Outlay	0.00	0.00	0.00	0.00	74,800.00	-74,800.00	0.00%
Department: 330 - GRANT ACTIVITY Total:	**0.00**	**0.00**	**0.00**	**0.00**	**74,800.00**	**-74,800.00**	**0.00%**
Total Revenues	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Total Expenses	**0.00**	**0.00**	**0.00**	**0.00**	**74,800.00**	**-74,800.00**	**0.00%**
Fund: 303 - TIDELANDS FY21-P412-01 - PORTER AVE Total:	**0.00**	**0.00**	**0.00**	**0.00**	**74,800.00**	**-74,800.00**	**0.00%**
Fund: 308 - MDOT LPA 108084 - OS ROAD PHASE I							
Department: 330 - GRANT ACTIVITY							
23 - Intergovernmental Revenues	0.00	0.00	0.00	18,130.37	0.00	18,130.37	0.00%
90 - Capital Outlay	0.00	0.00	0.00	2,050.00	0.00	-2,050.00	0.00%
Department: 330 - GRANT ACTIVITY Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**16,080.37**	**0.00**	**16,080.37**	**0.00%**
Total Revenues	**0.00**	**0.00**	**0.00**	**18,130.37**	**0.00**	**18,130.37**	**0.00%**
Total Expenses	**0.00**	**0.00**	**0.00**	**2,050.00**	**0.00**	**-2,050.00**	**0.00%**
Fund: 308 - MDOT LPA 108084 - OS ROAD PHASE I Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**16,080.37**	**0.00**	**16,080.37**	**0.00%**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 310 - CDBG GRANTS							
Department: 336 - Grant - Ft. Bayou							
90 - Capital Outlay	0.00	0.00	0.00	67,257.24	0.00	-67,257.24	0.00%
Department: 336 - Grant - Ft. Bayou Total:	**0.00**	**0.00**	**0.00**	**67,257.24**	**0.00**	**-67,257.24**	**0.00%**
Total Revenues	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Total Expenses	**0.00**	**0.00**	**0.00**	**67,257.24**	**0.00**	**-67,257.24**	**0.00%**
Fund: 310 - CDBG GRANTS Total:	**0.00**	**0.00**	**0.00**	**67,257.24**	**0.00**	**-67,257.24**	**0.00%**
Fund: 315 - SB 2468 - PUBLIC FACILITIES AND MAPPING							
Department: 001 - GENERAL							
34 - Miscellaneous	0.00	0.00	0.00	71,076.56	0.00	71,076.56	0.00%
Department: 001 - GENERAL Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**71,076.56**	**0.00**	**71,076.56**	**0.00%**
Department: 120 - EXECUTIVE MAYOR							
90 - Capital Outlay	0.00	0.00	1,702.50	113,546.00	0.00	-113,546.00	0.00%
Department: 120 - EXECUTIVE MAYOR Total:	**0.00**	**0.00**	**1,702.50**	**113,546.00**	**0.00**	**-113,546.00**	**0.00%**
Total Revenues	**0.00**	**0.00**	**0.00**	**71,076.56**	**0.00**	**71,076.56**	**0.00%**
Total Expenses	**0.00**	**0.00**	**1,702.50**	**113,546.00**	**0.00**	**-113,546.00**	**0.00%**
Fund: 315 - SB 2468 - PUBLIC FACILITIES AND MAPPING Surplus (Deficit):	**0.00**	**0.00**	**-1,702.50**	**-42,469.44**	**0.00**	**-42,469.44**	**0.00%**
Fund: 316 - GCRF - MARY C O'KEEFE							
Department: 001 - GENERAL							
34 - Miscellaneous	0.00	0.00	0.00	8,967.62	0.00	8,967.62	0.00%
Department: 001 - GENERAL Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**8,967.62**	**0.00**	**8,967.62**	**0.00%**
Department: 330 - GRANT ACTIVITY							
23 - Intergovernmental Revenues	0.00	0.00	72,750.00	72,750.00	0.00	72,750.00	0.00%
60 - Contractual Services	0.00	0.00	0.00	152,175.00	1,200.00	-153,375.00	0.00%
90 - Capital Outlay	0.00	0.00	0.00	36,744.00	0.00	-36,744.00	0.00%
Department: 330 - GRANT ACTIVITY Surplus (Deficit):	**0.00**	**0.00**	**72,750.00**	**-116,169.00**	**-1,200.00**	**-117,369.00**	**0.00%**
Total Revenues	**0.00**	**0.00**	**72,750.00**	**81,717.62**	**0.00**	**81,717.62**	**0.00%**
Total Expenses	**0.00**	**0.00**	**0.00**	**188,919.00**	**1,200.00**	**-190,119.00**	**0.00%**
Fund: 316 - GCRF - MARY C O'KEEFE Surplus (Deficit):	**0.00**	**0.00**	**72,750.00**	**-107,201.38**	**-1,200.00**	**-108,401.38**	**0.00%**
Fund: 320 - STP-GOVERNMENT ST SIDEWALKS							
Department: 340 - Grant Activity							
35 - Miscellaneous	0.00	0.00	-621.50	0.00	0.00	0.00	0.00%
Department: 340 - Grant Activity Surplus (Deficit):	**0.00**	**0.00**	**-621.50**	**0.00**	**0.00**	**0.00**	**0.00%**
Total Revenues	**0.00**	**0.00**	**-621.50**	**0.00**	**0.00**	**0.00**	**0.00%**
Total Expenses	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 320 - STP-GOVERNMENT ST SIDEWALKS Surplus (Deficit):	**0.00**	**0.00**	**-621.50**	**0.00**	**0.00**	**0.00**	**0.00%**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 324 - MCWI GRANTS							
Department: 330 - GRANT ACTIVITY							
23 - Intergovernmental Revenues	0.00	0.00	2,405,611.73	2,399,398.98	-48,767.00	2,350,631.98	0.00%
38 - Transfers and Non Revenue Receipts	0.00	0.00	0.00	5,576.75	0.00	5,576.75	0.00%
90 - Capital Outlay	0.00	0.00	1,127,744.03	8,318,864.58	30,443.76	-8,349,308.34	0.00%
Department: 330 - GRANT ACTIVITY Surplus (Deficit):	**0.00**	**0.00**	**1,277,867.70**	**-5,913,888.85**	**-79,210.76**	**-5,993,099.61**	**0.00%**
Department: 331 - CIAP ACQUISITION							
23 - Intergovernmental Revenues	0.00	0.00	142,663.20	864,146.87	0.00	864,146.87	0.00%
38 - Transfers and Non Revenue Receipts	0.00	0.00	0.00	339.43	0.00	339.43	0.00%
90 - Capital Outlay	0.00	0.00	746,890.22	1,719,063.01	0.00	-1,719,063.01	0.00%
Department: 331 - CIAP ACQUISITION Surplus (Deficit):	**0.00**	**0.00**	**-604,227.02**	**-854,576.71**	**0.00**	**-854,576.71**	**0.00%**
Department: 332 - CIAP STORMWATER OUTFALLS							
23 - Intergovernmental Revenues	0.00	0.00	0.00	119,455.16	0.00	119,455.16	0.00%
38 - Transfers and Non Revenue Receipts	0.00	0.00	0.00	58,502.06	0.00	58,502.06	0.00%
90 - Capital Outlay	0.00	0.00	0.00	6,479.60	0.00	-6,479.60	0.00%
Department: 332 - CIAP STORMWATER OUTFALLS Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**171,477.62**	**0.00**	**171,477.62**	**0.00%**
Department: 333 - CIAP HARBOR STORMWATER							
23 - Intergovernmental Revenues	0.00	0.00	446,493.63	1,108,332.90	0.00	1,108,332.90	0.00%
38 - Transfers and Non Revenue Receipts	0.00	0.00	0.00	107,672.71	0.00	107,672.71	0.00%
90 - Capital Outlay	0.00	0.00	7,305.00	1,388,306.08	0.00	-1,388,306.08	0.00%
Department: 333 - CIAP HARBOR STORMWATER Surplus (Deficit):	**0.00**	**0.00**	**439,188.63**	**-172,300.47**	**0.00**	**-172,300.47**	**0.00%**
Department: 334 - CDBG - BILLS AVENUE							
23 - Intergovernmental Revenues	0.00	0.00	0.00	1,945,553.51	0.00	1,945,553.51	0.00%
38 - Transfers and Non Revenue Receipts	0.00	0.00	0.00	645,435.08	0.00	645,435.08	0.00%
90 - Capital Outlay	0.00	0.00	0.00	1,405,145.08	0.00	-1,405,145.08	0.00%
Department: 334 - CDBG - BILLS AVENUE Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**1,185,843.51**	**0.00**	**1,185,843.51**	**0.00%**
Total Revenues	**0.00**	**0.00**	**2,994,768.56**	**7,254,413.45**	**-48,767.00**	**7,205,646.45**	**0.00%**
Total Expenses	**0.00**	**0.00**	**1,881,939.25**	**12,837,858.35**	**30,443.76**	**-12,868,302.11**	**0.00%**
Fund: 324 - MCWI GRANTS Surplus (Deficit):	**0.00**	**0.00**	**1,112,829.31**	**-5,583,444.90**	**-79,210.76**	**-5,662,655.66**	**0.00%**
Fund: 328 - TIDELANDS GRANTS							
Department: 001 - GENERAL							
23 - Intergovernmental Revenues	0.00	0.00	298,970.62	544,457.35	0.00	544,457.35	0.00%
Department: 001 - GENERAL Surplus (Deficit):	**0.00**	**0.00**	**298,970.62**	**544,457.35**	**0.00**	**544,457.35**	**0.00%**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 300 - PUBLIC WORKS ADMINISTRATION							
90 - Capital Outlay	0.00	0.00	290,023.13	325,134.09	0.00	-325,134.09	0.00%
Department: 300 - PUBLIC WORKS ADMINISTRATION Total:	**0.00**	**0.00**	**290,023.13**	**325,134.09**	**0.00**	**-325,134.09**	**0.00%**
Total Revenues	**0.00**	**0.00**	**298,970.62**	**544,457.35**	**0.00**	**544,457.35**	**0.00%**
Total Expenses	**0.00**	**0.00**	**290,023.13**	**325,134.09**	**0.00**	**-325,134.09**	**0.00%**
Fund: 328 - TIDELANDS GRANTS Surplus (Deficit):	**0.00**	**0.00**	**8,947.49**	**219,323.26**	**0.00**	**219,323.26**	**0.00%**
Fund: 329 - TIDELANDS GRANT BEACH REPAIRS							
Department: 330 - GRANT ACTIVITY							
23 - Intergovernmental Revenues	0.00	0.00	0.00	151,815.53	0.00	151,815.53	0.00%
Department: 330 - GRANT ACTIVITY Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**151,815.53**	**0.00**	**151,815.53**	**0.00%**
Total Revenues	**0.00**	**0.00**	**0.00**	**151,815.53**	**0.00**	**151,815.53**	**0.00%**
Total Expenses	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 329 - TIDELANDS GRANT BEACH REPAIRS Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**151,815.53**	**0.00**	**151,815.53**	**0.00%**
Fund: 332 - SENATE BOND 2948 SIDEWALKS							
Department: 001 - GENERAL							
34 - Miscellaneous	0.00	0.00	0.00	27,776.12	0.00	27,776.12	0.00%
Department: 001 - GENERAL Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**27,776.12**	**0.00**	**27,776.12**	**0.00%**
Department: 190 - PLANNING DEPARTMENT							
90 - Capital Outlay	0.00	0.00	0.00	1,686.74	0.00	-1,686.74	0.00%
Department: 190 - PLANNING DEPARTMENT Total:	**0.00**	**0.00**	**0.00**	**1,686.74**	**0.00**	**-1,686.74**	**0.00%**
Total Revenues	**0.00**	**0.00**	**0.00**	**27,776.12**	**0.00**	**27,776.12**	**0.00%**
Total Expenses	**0.00**	**0.00**	**0.00**	**1,686.74**	**0.00**	**-1,686.74**	**0.00%**
Fund: 332 - SENATE BOND 2948 SIDEWALKS Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**26,089.38**	**0.00**	**26,089.38**	**0.00%**
Fund: 333 - SB2948 SPECIAL PROJECTS - MARY C							
Department: 001 - GENERAL							
34 - Miscellaneous	0.00	0.00	0.00	374.38	0.00	374.38	0.00%
Department: 001 - GENERAL Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**374.38**	**0.00**	**374.38**	**0.00%**
Total Revenues	**0.00**	**0.00**	**0.00**	**374.38**	**0.00**	**374.38**	**0.00%**
Total Expenses	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 333 - SB2948 SPECIAL PROJECTS - MARY C Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**374.38**	**0.00**	**374.38**	**0.00%**
Fund: 334 - SB2971 WATER/SEWER/DRAINAGE							
Department: 001 - GENERAL							
34 - Miscellaneous	0.00	0.00	0.00	1,099.56	0.00	1,099.56	0.00%
Department: 001 - GENERAL Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**1,099.56**	**0.00**	**1,099.56**	**0.00%**

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 190 - PLANNING DEPARTMENT							
90 - Capital Outlay	0.00	0.00	0.00	61,382.50	0.00	-61,382.50	0.00%
Department: 190 - PLANNING DEPARTMENT Total:	**0.00**	**0.00**	**0.00**	**61,382.50**	**0.00**	**-61,382.50**	**0.00%**
Total Revenues	**0.00**	**0.00**	**0.00**	**1,099.56**	**0.00**	**1,099.56**	**0.00%**
Total Expenses	**0.00**	**0.00**	**0.00**	**61,382.50**	**0.00**	**-61,382.50**	**0.00%**
Fund: 334 - SB2971 WATER/SEWER/DRAINAGE Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**-60,282.94**	**0.00**	**-60,282.94**	**0.00%**
Fund: 335 - HB1353 - RILEY RD IMPROVEMENTS							
Department: 001 - GENERAL							
34 - Miscellaneous	0.00	0.00	0.00	10,869.97	0.00	10,869.97	0.00%
Department: 001 - GENERAL Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**10,869.97**	**0.00**	**10,869.97**	**0.00%**
Department: 190 - PLANNING DEPARTMENT							
90 - Capital Outlay	0.00	0.00	2,174.75	28,487.48	6,450.00	-34,937.48	0.00%
Department: 190 - PLANNING DEPARTMENT Total:	**0.00**	**0.00**	**2,174.75**	**28,487.48**	**6,450.00**	**-34,937.48**	**0.00%**
Total Revenues	**0.00**	**0.00**	**0.00**	**10,869.97**	**0.00**	**10,869.97**	**0.00%**
Total Expenses	**0.00**	**0.00**	**2,174.75**	**28,487.48**	**6,450.00**	**-34,937.48**	**0.00%**
Fund: 335 - HB1353 - RILEY RD IMPROVEMENTS Surplus (Deficit):	**0.00**	**0.00**	**-2,174.75**	**-17,617.51**	**-6,450.00**	**-24,067.51**	**0.00%**
Fund: 336 - HB 1353 - WATER/SEWER/INFRASTRUCTURE							
Department: 001 - GENERAL							
34 - Miscellaneous	0.00	0.00	0.00	17,054.25	0.00	17,054.25	0.00%
Department: 001 - GENERAL Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**17,054.25**	**0.00**	**17,054.25**	**0.00%**
Department: 190 - PLANNING DEPARTMENT							
90 - Capital Outlay	0.00	0.00	0.00	514,105.37	126,522.63	-640,628.00	0.00%
Department: 190 - PLANNING DEPARTMENT Total:	**0.00**	**0.00**	**0.00**	**514,105.37**	**126,522.63**	**-640,628.00**	**0.00%**
Total Revenues	**0.00**	**0.00**	**0.00**	**17,054.25**	**0.00**	**17,054.25**	**0.00%**
Total Expenses	**0.00**	**0.00**	**0.00**	**514,105.37**	**126,522.63**	**-640,628.00**	**0.00%**
Fund: 336 - HB 1353 - WATER/SEWER/INFRASTRUCTURE Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**-497,051.12**	**-126,522.63**	**-623,573.75**	**0.00%**
Fund: 337 - HB603 APPROPRIATIONS							
Department: 196 - MARY C O'KEEFE							
34 - Miscellaneous	0.00	0.00	0.00	1,900.38	0.00	1,900.38	0.00%
Department: 196 - MARY C O'KEEFE Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**1,900.38**	**0.00**	**1,900.38**	**0.00%**
Department: 301 - STREET DEPARTMENT							
34 - Miscellaneous	0.00	0.00	0.00	3,184.38	0.00	3,184.38	0.00%
90 - Capital Outlay	0.00	0.00	0.00	175,337.97	64,783.72	-240,121.69	0.00%
Department: 301 - STREET DEPARTMENT Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**-172,153.59**	**-64,783.72**	**-236,937.31**	**0.00%**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 727 - UTILITY OPERATIONS							
34 - Miscellaneous	0.00	0.00	0.00	78.01	0.00	78.01	0.00%
Department: 727 - UTILITY OPERATIONS Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**78.01**	**0.00**	**78.01**	**0.00%**
Total Revenues	**0.00**	**0.00**	**0.00**	**5,162.77**	**0.00**	**5,162.77**	**0.00%**
Total Expenses	**0.00**	**0.00**	**0.00**	**175,337.97**	**64,783.72**	**-240,121.69**	**0.00%**
Fund: 337 - HB603 APPROPRIATIONS Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**-170,175.20**	**-64,783.72**	**-234,958.92**	**0.00%**
Fund: 401 - UTILITY ENTERPRISE							
Department: 001 - GENERAL							
28 - Charges for Government Services	3,000,000.00	3,030,000.00	262,855.50	2,621,706.50	0.00	-408,293.50	86.52%
34 - Miscellaneous	3,972,010.00	4,032,010.00	354,975.06	3,435,871.34	0.00	-596,138.66	85.21%
35 - Miscellaneous	3,000.00	3,000.00	49.88	3,870.32	0.00	870.32	129.01%
36 - Charges for Services	3,340,000.00	3,368,200.00	272,205.31	2,845,554.92	0.00	-522,645.08	84.48%
38 - Transfers and Non Revenue Receipts	442,000.00	442,000.00	0.00	42,000.00	0.00	-400,000.00	9.50%
Department: 001 - GENERAL Surplus (Deficit):	**10,757,010.00**	**10,875,210.00**	**890,085.75**	**8,949,003.08**	**0.00**	**-1,926,206.92**	**82.29%**
Department: 300 - PUBLIC WORKS ADMINISTRATION							
40 - Personnel Services	829,425.00	829,425.00	57,658.07	650,788.30	0.00	178,636.70	78.46%
50 - Supplies	5,300.00	8,500.00	2,821.72	6,039.07	0.00	2,460.93	71.05%
60 - Contractual Services	184,569.50	184,569.50	34,266.96	133,767.86	7,387.35	43,414.29	76.48%
90 - Capital Outlay	0.00	37,011.47	0.00	37,011.47	0.00	0.00	100.00%
95 - Transfers Out	12,000.00	12,000.00	0.00	12,000.00	0.00	0.00	100.00%
Department: 300 - PUBLIC WORKS ADMINISTRATION Total:	**1,031,294.50**	**1,071,505.97**	**94,746.75**	**839,606.70**	**7,387.35**	**224,511.92**	**79.05%**
Department: 320 - SANITARY DEPARTMENT							
40 - Personnel Services	308,391.00	308,391.00	23,775.81	301,747.36	0.00	6,643.64	97.85%
60 - Contractual Services	2,730,900.00	2,770,900.00	236,761.29	2,073,437.69	662,592.67	34,869.64	98.74%
Department: 320 - SANITARY DEPARTMENT Total:	**3,039,291.00**	**3,079,291.00**	**260,537.10**	**2,375,185.05**	**662,592.67**	**41,513.28**	**98.65%**
Department: 705 - SEWER ELECTRICIAN							
40 - Personnel Services	14,715.00	14,715.00	0.00	4,448.27	0.00	10,266.73	30.23%
50 - Supplies	500.00	500.00	0.00	0.00	0.00	500.00	0.00%
Department: 705 - SEWER ELECTRICIAN Total:	**15,215.00**	**15,215.00**	**0.00**	**4,448.27**	**0.00**	**10,766.73**	**29.24%**
Department: 710 - UTILITY BILLING & COLLECTION							
40 - Personnel Services	248,849.00	248,849.00	19,980.43	206,832.60	0.00	42,016.40	83.12%
50 - Supplies	7,350.00	7,350.00	159.23	3,733.74	591.75	3,024.51	58.85%
60 - Contractual Services	96,980.00	163,130.00	5,941.27	111,551.12	0.00	51,578.88	68.38%
90 - Capital Outlay	200,000.00	245,000.00	0.00	219,995.71	20,712.50	4,291.79	98.25%
Department: 710 - UTILITY BILLING & COLLECTION Total:	**553,179.00**	**664,329.00**	**26,080.93**	**542,113.17**	**21,304.25**	**100,911.58**	**84.81%**
Department: 750 - WATER OPERATIONS							
40 - Personnel Services	444,536.00	444,536.00	36,184.50	372,569.44	0.00	71,966.56	83.81%
50 - Supplies	292,500.00	292,500.00	25,867.25	189,315.45	67,132.82	36,051.73	87.67%
60 - Contractual Services	656,840.00	670,540.00	58,328.02	481,430.10	23,431.50	165,678.40	75.29%

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
90 - Capital Outlay	300,000.00	505,519.14	40,151.32	290,264.42	40,166.36	175,088.36	65.36%
Department: 750 - WATER OPERATIONS Total:	**1,693,876.00**	**1,913,095.14**	**160,531.09**	**1,333,579.41**	**130,730.68**	**448,785.05**	**76.54%**
Department: 751 - SEWER OPERATIONS							
40 - Personnel Services	414,317.00	414,317.00	27,941.02	274,060.02	0.00	140,256.98	66.15%
50 - Supplies	208,000.00	208,000.00	44,388.39	142,107.67	29,812.47	36,079.86	82.65%
60 - Contractual Services	3,135,724.00	3,211,496.00	304,467.64	2,683,623.71	4,961.86	522,910.43	83.72%
90 - Capital Outlay	300,000.00	333,334.00	20,388.50	63,173.03	62,154.56	208,006.41	37.60%
Department: 751 - SEWER OPERATIONS Total:	**4,058,041.00**	**4,167,147.00**	**397,185.55**	**3,162,964.43**	**96,928.89**	**907,253.68**	**78.23%**
Department: 800 - DEBT SERVICE							
80 - Debt Service	362,483.11	362,483.11	1,871.60	284,457.52	0.00	78,025.59	78.47%
Department: 800 - DEBT SERVICE Total:	**362,483.11**	**362,483.11**	**1,871.60**	**284,457.52**	**0.00**	**78,025.59**	**78.47%**
Total Revenues	**10,757,010.00**	**10,875,210.00**	**890,085.75**	**8,949,003.08**	**0.00**	**-1,926,206.92**	**82.29%**
Total Expenses	**10,753,379.61**	**11,273,066.22**	**940,953.02**	**8,542,354.55**	**918,943.84**	**1,811,767.83**	**83.93%**
Fund: 401 - UTILITY ENTERPRISE Surplus (Deficit):	**3,630.39**	**-397,856.22**	**-50,867.27**	**406,648.53**	**-918,943.84**	**-114,439.09**	**128.76%**
Fund: 551 - TACONI BUILDING							
Department: 001 - GENERAL							
34 - Miscellaneous	110,705.00	110,705.00	3,880.11	85,551.36	0.00	-25,153.64	77.28%
Department: 001 - GENERAL Surplus (Deficit):	**110,705.00**	**110,705.00**	**3,880.11**	**85,551.36**	**0.00**	**-25,153.64**	**77.28%**
Department: 551 - TACONI RECREATIONAL FACILITY							
60 - Contractual Services	138,000.00	145,900.00	3,618.59	111,097.00	200.00	34,603.00	76.28%
Department: 551 - TACONI RECREATIONAL FACILITY Total:	**138,000.00**	**145,900.00**	**3,618.59**	**111,097.00**	**200.00**	**34,603.00**	**76.28%**
Total Revenues	**110,705.00**	**110,705.00**	**3,880.11**	**85,551.36**	**0.00**	**-25,153.64**	**77.28%**
Total Expenses	**138,000.00**	**145,900.00**	**3,618.59**	**111,097.00**	**200.00**	**34,603.00**	**76.28%**
Fund: 551 - TACONI BUILDING Surplus (Deficit):	**-27,295.00**	**-35,195.00**	**261.52**	**-25,545.64**	**-200.00**	**9,449.36**	**73.15%**
Fund: 650 - PAYROLL CLEARING							
Department: 001 - GENERAL							
34 - Miscellaneous	0.00	0.00	0.00	28,995.80	0.00	28,995.80	0.00%
35 - Miscellaneous	0.00	0.00	0.00	-0.02	0.00	-0.02	0.00%
40 - Personnel Services	0.00	0.00	0.00	1,058.00	0.00	-1,058.00	0.00%
Department: 001 - GENERAL Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**27,937.78**	**0.00**	**27,937.78**	**0.00%**
Total Revenues	**0.00**	**0.00**	**0.00**	**28,995.78**	**0.00**	**28,995.78**	**0.00%**
Total Expenses	**0.00**	**0.00**	**0.00**	**1,058.00**	**0.00**	**-1,058.00**	**0.00%**
Fund: 650 - PAYROLL CLEARING Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**27,937.78**	**0.00**	**27,937.78**	**0.00%**

Categor…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 651 - FLEXIBLE MEDICAL SPENDING							
Department: 001 - GENERAL							
34 - Miscellaneous	0.00	0.00	0.00	448.53	0.00	448.53	0.00%
Department: 001 - GENERAL Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**448.53**	**0.00**	**448.53**	**0.00%**
Total Revenues	**0.00**	**0.00**	**0.00**	**448.53**	**0.00**	**448.53**	**0.00%**
Total Expenses	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Fund: 651 - FLEXIBLE MEDICAL SPENDING Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**448.53**	**0.00**	**448.53**	**0.00%**
Report Surplus (Deficit):	**1,687,719.22**	**74,649.75**	**1,431,010.21**	**-2,944,685.31**	**-1,669,340.79**	**-4,688,675.85**	**-6,180.90%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)
001 - GENERAL	65,009.83	-805,902.93	-216,770.55	1,262,131.61	-360,803.61	1,707,230.93
003 - CREDIT CARD FEES	0.00	0.00	775.82	2,302.68	0.00	2,302.68
005 - PUBLIC WORKS FACILITY	0.00	0.00	-703,621.24	-2,706,023.00	0.00	-2,706,023.00
007 - TOURISM FUND	1,000.00	110.90	12,685.96	48,870.62	-766.33	47,993.39
008 - FOOD AND BEVERAGE TAX	789,681.00	437,479.00	214,351.13	1,044,824.65	-32,838.02	574,507.63
009 - ETHELYN CONNER TREE FUI	0.00	0.00	0.00	0.00	-1,750.00	-1,750.00
010 - FESTIVALS	-23,300.00	-2,979.00	-4,916.67	8,603.14	-981.88	10,600.26
020 - KEEP OS BEAUTIFUL	0.00	0.00	-187.00	-187.00	0.00	-187.00
040 - BELLANDE/EVERGREEN CEM	0.00	0.00	-26.00	29,323.00	0.00	29,323.00
100 - MODERNIZATION USE TAX	0.00	0.00	1,023,971.04	1,857,605.87	0.00	1,857,605.87
101 - LIBRARY	67,660.00	67,660.00	-6,388.02	95,068.17	-90.00	27,318.17
102 - SPECIAL PD FINES & FORFEI	0.00	0.00	0.00	55,653.55	0.00	55,653.55
103 - TASK FORCE	0.00	0.00	0.00	17,036.09	0.00	17,036.09
104 - AMERICAN RESCUE PLAN (A	0.00	0.00	0.00	-719,620.08	0.00	-719,620.08
105 - MDAH RECORDS MANAGEM	0.00	0.00	151.50	1,793.00	0.00	1,793.00
120 - MUNICIPAL RESERVE FUND	0.00	0.00	0.00	74,951.18	0.00	74,951.18
161 - FIRE PROTECTION	0.00	0.00	0.00	-139,079.19	0.00	-139,079.19
171 - HURRICANE IDA AUG 2021	0.00	0.00	0.00	977,210.43	0.00	977,210.43
200 - GENERAL OBLIGATIONS	811,333.00	811,333.00	27,132.49	902,428.13	0.00	91,095.13
201 - 2022 G/O FUND	0.00	0.00	-55,570.55	-55,570.55	0.00	-55,570.55
301 - MS DEPT OF ARCHIVES & HI	0.00	0.00	0.00	20,320.00	0.00	20,320.00
303 - TIDELANDS FY21-P412-01 -	0.00	0.00	0.00	0.00	-74,800.00	-74,800.00
308 - MDOT LPA 108084 - OS RO/	0.00	0.00	0.00	16,080.37	0.00	16,080.37
310 - CDBG GRANTS	0.00	0.00	0.00	-67,257.24	0.00	-67,257.24
315 - SB 2468 - PUBLIC FACILITIES	0.00	0.00	-1,702.50	-42,469.44	0.00	-42,469.44
316 - GCRF - MARY C O'KEEFE	0.00	0.00	72,750.00	-107,201.38	-1,200.00	-108,401.38
320 - STP-GOVERNMENT ST SIDE'	0.00	0.00	-621.50	0.00	0.00	0.00
324 - MCWI GRANTS	0.00	0.00	1,112,829.31	-5,583,444.90	-79,210.76	-5,662,655.66
328 - TIDELANDS GRANTS	0.00	0.00	8,947.49	219,323.26	0.00	219,323.26
329 - TIDELANDS GRANT BEACH F	0.00	0.00	0.00	151,815.53	0.00	151,815.53
332 - SENATE BOND 2948 SIDEW/	0.00	0.00	0.00	26,089.38	0.00	26,089.38
333 - SB2948 SPECIAL PROJECTS -	0.00	0.00	0.00	374.38	0.00	374.38
334 - SB2971 WATER/SEWER/DR/	0.00	0.00	0.00	-60,282.94	0.00	-60,282.94
335 - HB1353 - RILEY RD IMPROV	0.00	0.00	-2,174.75	-17,617.51	-6,450.00	-24,067.51
336 - HB 1353 - WATER/SEWER/I	0.00	0.00	0.00	-497,051.12	-126,522.63	-623,573.75
337 - HB603 APPROPRIATIONS	0.00	0.00	0.00	-170,175.20	-64,783.72	-234,958.92
401 - UTILITY ENTERPRISE	3,630.39	-397,856.22	-50,867.27	406,648.53	-918,943.84	-114,439.09
551 - TACONI BUILDING	-27,295.00	-35,195.00	261.52	-25,545.64	-200.00	9,449.36
650 - PAYROLL CLEARING	0.00	0.00	0.00	27,937.78	0.00	27,937.78

651 - FLEXIBLE MEDICAL SPENDIN	0.00	0.00	0.00	448.53	0.00	448.53
Report Surplus (Deficit):	**1,687,719.22**	**74,649.75**	**1,431,010.21**	**-2,944,685.31**	**-1,669,340.79**	**-4,688,675.85**

City of Discovery
OCEAN SPRINGS
MISSISSIPPI

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

To: **Honorable Mayor Bobby Cox**
Members of the Board of Aldermen

From: **Darrell Stringfellow, Building Official**

Date: **July 29, 2026**

Re: **Tree Removal Appeal – 310 Hunter Drive**

Dear Mayor and Board:

Please find attached the appeal and the original tree removal application for the removal of one Live Oak tree at 310 Hunter Drive. The original request was submitted on the June 17, 2026 BOA meeting.

The Building Official had recommended denial of removal as there was no damage to home found during site visit. He recommended a root cut instead.

The appeal requests a second review of the removal application providing additional information and pictures. The additional information includes estimates for sewer line repair from a plumber and an assessment from a tree removal specialist. Documents are attached for your review.

RECEIVED
JUL 28 2026
BY: .....

Rachel Johnson

From: Patricia Joseph [redacted]
Sent: Monday, July 27, 2026 9:05 PM
To: Rachel Johnson; Alexis Strickland
Subject: Letter of Appeal
Attachments: Appeal Letter.pdf; 1000003486.jpg; 1000003489.jpg; 20260723_170714.jpg; 20260723_170433.jpg; 20260723_170424.jpg

Honorable Board of Aldermen and Planning Department,

I am writing to follow up on tree removal application #12286, which I submitted on June 17th, 2026. As detailed in the application, the tree poses a significant risk to my property. I previously provided photographic evidence demonstrating that the tree is leaning, and that its roots have grown under my outdoor HVAC unit, causing it to tilt. Furthermore, the roots are growing toward my home's foundation and may be interfering with the main sewer line.

On July 8th, I checked the City of Ocean Springs website to check the outcome of my application letter. I learned that it was recommended to the Board of Alderman that my application was denied by the building inspector. The recommendation was to try a root cut/root lop instead as he found no damage to the home during his site visit. After reading that, I contacted the building department to find out how to appeal the decision. I then contacted both my plumber and a tree removal specialist for an assessment of the situation. I have attached their recommendations and quotes for the work that needs to be done. My plumber came out with a camera to check the main sewer line for my home, just to verify that the line was clear. However, that was not the case as the attachment shows. My main sewer line has been compromised and needs to be replaced . However, that cannot happen until the tree and roots are removed, his recommendation is also attached. As for the tree removal specialist, it is their professional opinion that removal of the tree is the appropriate long-term solution to prevent continued damage to my property. There is more information in the letter from the company.

In the time all this was being done I did my research and spoke to several tree experts on the subject of root cutting or root lopping. The consensus is that a root cut/root lop can cause more harm than good. A root cut can cause a loss of stability, reduced water and nutrient uptake, increased stress and disease risk and long-term survival risk. It is also not a long-term solution, as roots can regenerate and the problem starts all over again. Also large leaning trees prone to structural stress on the base of the tree making it more prone to split or fall during a storm, high winds, prolonged rain or a combination of the three. If the tree were to fall, it would fall on my home causing substantial damage. My roof was replaced three years ago and it is an expensive project.

I understand the historical and cultural significance of the live oak tree in Ocean Springs, along with the ecological and storm resilience they provide but not at the expense of someone's home. I would gladly plant another smaller live oak in the front yard, but per professionals a live oak should be planted a minimum of 20 feet from homes/structures and should not be planted near underground utilities. This is done so that the tree has room to grow and be healthy without damaging buildings or structures.

I respectfully request that my appeal be approved to remove the live oak tree in order to preserve my home and replace my sewer main line. i was not able to attach all the photos, as I am limited by Gmail.

However, I can show those at the meeting if required. Please have me down for the Board meeting on August 4th and I will verify the time via the website.

Danny McClain's Tree Care was requested to evaluate a live oak tree located on the property of Patty Joseph in Ocean Springs, Mississippi. Following our site inspection and discussion with the homeowner, it is our professional opinion that removal of this tree is the most appropriate long-term solution to prevent continued damage to the property.

During our evaluation, we observed that the tree's root system is growing immediately adjacent to the home's foundation. The roots have already begun exerting pressure against structural improvements, including encroaching beneath the HVAC condenser pad, resulting in noticeable displacement and tilting of the unit.

Additionally, the homeowner has retained a licensed plumbing contractor to investigate ongoing concerns with the sewer service. According to the homeowner, a camera inspection was unable to completely traverse the sewer line, and the plumbing contractor believes tree root intrusion is the likely cause of the obstruction. While we defer to the licensed plumber regarding underground utility conditions, this information is consistent with the location and growth pattern of the tree.

During the City's inspection, root pruning was suggested as an alternative to removal. We understand and appreciate the City's commitment to preserving the tree canopy whenever practical. However, based on our professional experience evaluating and managing mature trees, we do not believe root pruning is an appropriate long-term solution in this case.

Live oaks rely heavily on large structural roots for stability, water uptake, and overall health. Removal of significant structural roots near the trunk can:

- Reduce the structural stability of the tree and increase the potential for failure during tropical storms, hurricanes, or other severe weather.
- Create large wounds that increase susceptibility to decay organisms, disease and pests.
- Place substantial physiological stress on the tree, often resulting in canopy decline and a shortened life expectancy.
- Fail to eliminate the underlying conflict between the tree and the home's foundation and underground utilities, allowing future damage to continue.

In situations where roots have already extended beneath foundations, HVAC equipment, or underground utilities, root pruning frequently serves only as a temporary measure while increasing the likelihood that the tree will ultimately require removal. This results in additional expense to the homeowner while failing to permanently resolve the property damage.

Based upon our inspection, we believe this tree has outgrown its available planting space and has become incompatible with the existing improvements on the property. Our recommendation is based on the documented damage occurring to the residence and infrastructure rather than on convenience or aesthetics.

It is also our understanding that the homeowner is willing to mitigate the loss of the tree by planting a more appropriate replacement tree elsewhere on the property where adequate space exists for mature growth. We believe this represents a reasonable compromise that preserves the City's tree canopy while preventing continued damage to private property.

For these reasons, Danny McClain's Tree Care respectfully supports the homeowner's appeal and recommends approval of the requested tree removal permit.

Respectfully,
Danny McClain's Tree Care

Estimate # 00472-E

Client Information

Client: Patty Joseph
Client Address: 310 Hunter Drive, Ocean Springs, MS 39564-5620
Client Phone: (228) 219-7518

Proposed Work

DESCRIPTION	PRICE
Tree Removal Oak Tree Removed	$ 0.00
Stump Grinding Stump and Roots that are encroaching on foundation removed	$ 0.00
Debris Removal Removal of fence and all tree/stump debris on property	$ 0.00
Total Price Price Agreed Upon	$ 3,500.00

Subtotal: $ 3,500.00
Tax 0%: $ 0.00
Total: $ 3,500.00

We thank you for the opportunity to submit the prices and specifications noted above. Please contact us at (228) 217-1993 if you would like to proceed with the quotation.

Acceptance of proposal. *The prices, specifications, and terms and conditions are satisfactory and hereby accepted. Danny McClain Tree Care is authorized to do the work as specified.*

Estimator: Alex Brady **00472-E**, Rev 1 **Date:** Jul 27, 2026

Authorized Signature: _____ **Date:** _____

INVOICE
5057



A.L.L. Plumbing

115 Blue Heron Blvd.
Ocean Springs, MS 39564 • Cell 228-218-4107

NEW INSTALLATIONS • GRINDER PUMPS
REPAIR WATER & SEWER SERVICES • VIDEO SEWER SERVICES

TO: Patty

310 Hunter dr O.S.

DESCRIPTION	AMOUNT
Cleaned and jetted Sewer Line till it cleared The Line and Put in a camera and found that the were roots busted in sewer Line Cut out best that I could but will grow back.	
7-22-2026	
TAX	
TOTAL	300.00


Goodman



#12280

RECEIVED
JUN 17 2026
CITY OF OCEAN SPRINGS

OCEAN SPRINGS BUILDING DEPARTMENT

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: 6/17/2026

Address/Location of Work to be Performed: 310 Hunter Drive Ocean Springs 39564

Owner Information:

Name: Patricia Joseph Email: [redacted]

Phone: [redacted] Alt Phone: N/A

Applicant Information (if different than owner):

Name: Email:

Phone: Alt Phone :

Tree Contractor Information (if applicable):

Name: Undecided Email:

Phone: Alt Phone :

Description of work or alteration to be performed: The tree roots are growing in the direction of both my house foundation and a/c unit. These are not small roots, they are big enough to cause damage to both, and also to my underground that runs on that side of the house. The tree is already leaning and I am also afraid it will cause roof damage to my home in the event of a storm. We can get high gust just with regular thunder storms much less anything such as a tropical storm or hurricane. I need to protect my home.

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 informmation 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 Patricia Joseph **DATE** 6/17/2026

Office Use Only:

Building Official Findings:

Recommend Denying Removal of Live OAK, No Damage to Home was Found during site visit. Recommend try A Root Cut instead

Darrell Gafford
6/26/26







