

**MINUTES**  
**HARRISON COUNTY DEVELOPMENT COMMISSION**  
**March 19, 2025**

A regularly called meeting of the Board of Commissioners was held on Wednesday, March 19, 2025, at 1:00 p.m., at the Harrison County Development Commission, Gulfport, Mississippi.

**The Commissioners present:** Billy Thornton, Ollie Bailey Jr., Windy Swetman, Brian Gollott, Jimmy Levens, Mark Schloegel, John Carter, Rip Daniels and Frankie Castiglia Jr.

**The Commissioners absent:** James Moody, Mike Leonard, Warren Conway

**The staff members present:** Bill Lavers, Brandi Hough, Jason Gibson, Lori Frazier, Pamela Washington and Collin Caranna

**The legal counsel/consultants present:** David Duhé and Victoria Neal

**Non-legal consultants present:** None

**Guests present:** Clay Williams & Shelby Fox - Fly GPT, Michael Dickamp - PCC

**PUBLIC NOTICE**

Public notice of this meeting was posted on the <https://mscoast.org> website.

**INVOCATION AND PLEDGE – OPEN MEETING & CALL TO ORDER**

- Frankie Castiglia leads the group in prayer, thanking God for the day and asking for guidance in their decisions. The Pledge of Allegiance is recited.
- Billy Thornton acknowledges the guests' presence and mentions the busy agenda.

**AGENDA ADJUSTMENTS**

A motion was made to add two items to the agenda: the Free Port Warehouse Exemption and Surplus. Commissioner Jimmy Levens motioned to approve the agenda adjustments, and Commissioner Frankie Castiglia seconded it. There was no discussion; all favored Aye, and the motion carried.

**INTRODUCTION OF GUESTS / COMMENTS**

- Bill Lavers introduced Clay Williams, the airport's executive director, and Shelby Fox, the planning director.
- Clay Williams presents a promo video highlighting the airport's activities and economic impact. The video explains the airport's 1600-acre land and the 241-acre parcel designated for future development. The Airport has a \$469 million annual economic impact and supports 1,312 direct jobs.

- Michael Dickamp with PCC talked about PCC's \$6 million chlorine production plant project, noting a 50% capacity increase and ongoing permitting processes.

## **MEETING MINUTES**

Commissioner Frankie Castiglia motioned to approve the February 19, 2025, regular meeting minutes, seconded by Commissioner Jimmy Levens. There was no discussion, and all favored Aye, and the motion carried.

## **VOTE ITEMS**

- **RESOLUTION** authorizing and endorsing CoreX to move up to the supervisors for review. The \$70 million project is still required to reach 25% completion within three years. The agreement is fully executed, approved by the Board of Commissioners, and is ready to be sent to the Board of Supervisors for approval.

**A roll call took place with the affirmative vote of the Commissioners as follows:**

**Ayes:** 8 – Billy F. Thornton, Jr., Ollie Bailey Jr., Windy Swetman, III, Jimmy Levens, John Carter, Mark Schloegel, Brian Gollott, Rip Daniels and Frank Castiglia Jr.

**Nays:** 0

- **RESOLUTION** to revoke the prior lease agreement for US Marine and authorize the updated resolution.

**A roll call took place with the affirmative vote of the Commissioners as follows:**

**Ayes:** 8 – Billy F. Thornton, Jr., Ollie Bailey Jr., Windy Swetman, III, Jimmy Levens, John Carter, Mark Schloegel, Brian Gollott, Rip Daniels and Frank Castiglia Jr.

**Nays:** 0

- **RESOLUTION** to authorize the purchase of land that connects to US Marine behind the old rail bed by adding 700 feet to the same strip.

**Commissioner Jimmy Levens motioned to approve, and Commissioner Frank Castiglia Jr. seconded it. After discussion, a roll call took place with the affirmative vote of the Commissioners as follows:**

**Ayes:** 8 – Billy F. Thornton, Jr., Ollie Bailey Jr., Windy Swetman, III, Jimmy Levens, John Carter, Mark Schloegel, Brian Gollott, Rip Daniels and Frank Castiglia Jr.

**Nays:** 0

- **RESOLUTION** allowing access from the point of the old rail bed at the Pass Christian Business Terminal to build a \$6 million boat storage facility and lease the old rail bed to give access.

**Commissioner Jimmy Levens motioned to approve, and Commissioner Frank Castiglia Jr. seconded it. After discussion, a roll call took place with the affirmative vote of the Commissioners as follows:**

**Ayes:** 8 – Billy F. Thornton, Jr., Ollie Bailey Jr., Windy Swetman, III, Jimmy Levens, John Carter, Mark Schloegel, Brian Gollott, Rip Daniels and Frank Castiglia Jr.

**Nays:** 0

#### **Free Port Warehouse Application**

- **RESOLUTION** of the Harrison County Development Commission approving granting of a Free Port warehouse license for Branham Industries to operate a free port warehouse for five years. This has already been approved by the Board of Supervisors.

**Commissioner Jimmy Levens motioned to approve the Free Port Warehouse license, and Commissioner Frankie Castiglia seconded it. There was no discussion; all favored Aye, and the motion carried.**

#### **Surplus**

Motion to approve the removal of office surplus, including computers older than five years and old documents from the Fayard Storage Unit.

**Commissioner Jimmy Levens motioned to remove the surplus, and Commissioner Frankie Castiglia seconded it. There was no discussion; all favored Aye, and the motion carried.**

#### **FINANCIAL REPORT**

Commissioner Jimmy Levens motioned to approve the February 2025 operations, utilities, and capital financial statements and claims. Commissioner Frank Castiglia, Jr. seconded the motion. No further discussion occurred; all Commissioners present voted favorably, and the motion passed.

#### **OLD & NEW BUSINESS**

##### **S & J Leasing**

They were not satisfied with the initial resolution and requested that more specific language be added to the Special Warranty Deed, clearly stating when we would approve the road. Wayne's counsel wants this in writing, and the Board of Commissioners is asking to include a specific date in the updated resolution.

**Commissioner Billy Thornton motioned to approve, and Commissioner Frank Castiglia Jr. seconded it. There was no discussion. A roll call took place with the affirmative vote of the Commissioners as follows:**

**Yeas:** 8 – Billy F. Thornton, Jr., Jimmy Levens, Mark Schloegel, John Carter, Brian Gollott, Rip Daniels and Frank Castiglia Jr.


**Nays:** 1 - Ollie Bailey Jr


#### **ANNOUNCEMENTS/NOTICES**

The Next Marketing & Engineering meeting is on Thursday, April 3, 2025, @ 8:30 a.m. The Next Board of Commissioners meeting is on Wednesday, April 23, 2025, @ 1:00 p.m.

#### **ADJOURN**

The Commission motioned to enter into an executive session to discuss real estate, legal, and personnel. Commissioner Billy Thornton motioned to enter the executive session, and Commissioner Frankie Castiglia Jr. seconded it. The meeting was adjourned at 2:22 p.m. on March 19, 2025.

  
Billy Thornton (May 15, 2025 17:00 CDT)  
Billy Thornton, President

  
Windy Swetman, III (May 15, 2025 17:33 CDT)  
Windy Swetman III, Secretary

## ASSIGNMENT AND ASSUMPTION OF REAL ESTATE PURCHASE OFFER

**THIS ASSIGNMENT AND ASSUMPTION OF REAL ESTATE PURCHASE OFFER** (this “*Assignment*”) is made as of April 2, 2025 (the “*Effective Date*”) by and between **METAL PROPERTIES, LLC**, a Florida limited liability company (“*Assignor*”) and **METAL PROPERTIES MS, LLC**, a Florida limited liability company (“*Assignee*”).

### RECITALS

A. Reference is made to that certain Real Estate Purchase Offer dated on or about December 11, 2024 (the “*Agreement*”) by and between Assignor as Buyer, and Harrison County Development Commission, acting for and on behalf of Harrison County, Mississippi, as Seller, to purchase certain real property comprising approximately 5.04 acres and identified as all or a portion of Tax Parcel 0909H-01-003.018, as more particularly described in the Agreement (the “*Property*”).

B. Assignor desires and intends for Assignee to take title to the Property upon the closing of the sale and purchase of the Property pursuant to the Agreement.

C. Assignor desires to assign all of its rights and obligations arising under the Agreement to the Assignee; and Assignee desires to assume all such rights and obligations of Assignor.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of all of which is hereby expressly acknowledged, the parties hereto agree as follows:

### AGREEMENT

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers to Assignee its rights, title and interest in and obligations under the Agreement and delegates to Assignee the duties and obligations of Assignor arising under the Agreement.
2. **Acceptance and Assumption.** Assignee hereby accepts the rights assigned under this Assignment and agrees to assume and be bound by all of the obligations of Assignor under the Agreement required to be performed by the Assignor. Assignee shall indemnify and hold Assignor harmless from and against all claims, damages, costs and expenses arising from or in any way related to the performance by “Buyer” under the terms of the Agreement.
3. **Representations and Warranties.** Assignor represents and warrants that it has not pledged, assigned, sold or otherwise transferred any of its rights, title, and interest in, to and under the Agreement to any person or entity other than to Assignee pursuant to this Assignment.
4. **Modification.** This Assignment may not be modified except in a writing signed by both parties.
5. **Required Consent of Seller.** Assignor acknowledges that this assignment requires Seller’s consent, which Assignor shall diligently pursue.

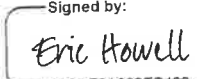
6. **Binding Effect.** This Assignment shall inure to the benefit of, and be binding upon, each of the parties hereto and their respective successors and assigns.

7. **Recitals.** The recitals are herein incorporated into this Assignment.

**IN WITNESS WHEREOF,** Assignor and Assignee have executed this Assignment of Purchase and Sale Agreement as of the Effective Date.

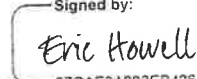
ASSIGNOR:

**METAL PROPERTIES, LLC,**  
a Florida limited liability company

By:   
Eric Howell, Manager

ASSIGNEE:

**METAL PROPERTIES MS, LLC,**  
a Florida limited liability company,

By:   
Eric Howell, Manager

APPROVED BY SELLER:

**HARRISON COUNTY  
DEVELOPMENT COMMISSION,**  
acting for and on behalf of Harrison County,  
Mississippi

By: \_\_\_\_\_  
Billy F. Thornton, Jr., President

By: \_\_\_\_\_  
Windy Swetman, III, Secretary

**STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT**

**SPECIAL WARRANTY DEED**

**GRANTOR:** **HARRISON COUNTY DEVELOPMENT COMMISSION**  
**12281 Intraplex Parkway, Gulfport, MS 39503**  
**Telephone: (228) 896-5020**  
**ACTING FOR AND ON BEHALF OF:**  
**HARRISON COUNTY BOARD OF SUPERVISORS**  
**1801 23rd Avenue, Gulfport, MS 39501**  
**Telephone: (228) 865-4001**

**GRANTEE:** **METAL PROPERTIES MS, LLC,**  
**a Florida limited liability company**  
**7850 Kipling Street**  
**Pensacola, FL 32514**  
**Telephone: (850) 806-9733**

**INDEXING**  
**INSTRUCTIONS:** **Lot A-2, being part of Lots 10 and 11, Subdivision No. 2,**  
**Bayou Bernard Industrial District; and also**  
**Pt. of SW ¼, Section 13, T7S, R11W**  
**1st J.D., Harrison County, MS**

**INSTRUMENT**  
**PREPARED BY**  
**AND RETURN TO:** **MARK E. BOND, ESQ.**  
**MS STATE BAR #103992**  
**BALCH & BINGHAM LLP**  
**1310 25th Avenue**  
**Gulfport, MS 39501**  
**Telephone: (228) 864-9900**

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT

**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 consideration, the receipt of which is hereby acknowledged, effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025, the **HARRISON COUNTY DEVELOPMENT COMMISSION**, acting for and on behalf of the **HARRISON COUNTY BOARD OF SUPERVISORS** (collectively, "**Grantor**") does hereby grant, bargain, sell, convey, and warrant specially unto **METAL PROPERTIES MS, LLC**, a Florida limited liability company ("**Grantee**"), all right, title, and interest in and to that certain real property situated and being located in the First Judicial District of Harrison County, State of Mississippi, being more particularly described on Exhibit "A", attached hereto and fully incorporated herein by this reference (the "**Property**").

The above-described property being one and the same as that depicted on that certain survey prepared by Christopher Alan Seward, MS P.S. No. 03282, Brown, Mitchell & Alexander, Inc., dated February 12, 2025 (the "**Survey**"), which is attached hereto as Exhibit "B" and fully incorporated herein by this reference.

As a condition of Grantor's conveyance to Grantee, Grantee hereby accepts the Property subject to restrictive covenants as set forth herein. Grantee covenants and agrees that the Property will be used by Grantee solely in furtherance of the specific purpose described in the Project Utilization Plan attached hereto as Exhibit "C" and fully incorporated herein by this reference (the "**Project Utilization Plan**"). Grantee covenants and agrees that Grantee will, and will cause its permitted successors, assigns, and affiliates to:

- (i) provide detailed written plans, schedule information, and project scope to Grantor (all of which deliverables must, in Grantor's reasonable determination, be consistent with the Project Utilization Plan) no later than ninety (90) days after the effective date of this Special Warranty Deed;
- (ii) apply for all permits required by applicable law within six (6) months after the effective date of this Special Warranty Deed;
- (iii) obtain all permits required by applicable law within nine (9) months after the effective date of this Special Warranty Deed;

- (iv) hire a construction contractor within twelve (12) months after the effective date of this Special Warranty Deed; and
- (v) cause such construction contractor to continuously perform construction such that construction will be complete within twenty-four (24) months after the effective date of this Special Warranty Deed, with substantial completion to occur no later than twenty-two (22) months after the effective date of this Special Warranty Deed.

If Grantee either (A) fails to satisfy any of the requirements identified in (i) through (v), or (B) after having satisfied the requirements of such sections, utilizes (including marketing for sale or lease to any third-party that is not an affiliate of Grantee) the Property in a manner inconsistent with the Project Utilization Plan, which determination shall be made in Grantor's sole and absolute discretion, during any period two (2) years after the effective date of this Special Warranty Deed, Grantor shall have the option, but not the obligation, to repurchase the Property at the Purchase Price, except that any costs in connection with any repurchase by Grantor will be paid by Grantee, including, without limitation, the cost of closing. The restrictive covenants described in this Special Warranty Deed will be covenants running with the land and be binding upon Grantee and its permitted successors, assigns, and affiliates for a period of two (2) years after the effective date of this Special Warranty Deed.

The foregoing covenants will not apply to Grantor and Grantor reserves the right to, at any time Grantor is the owner of record (whether as a result of Grantor's repurchase of the Property or otherwise) and in Grantor's sole and absolute discretion, revoke or otherwise revise any or all of the restrictive covenants contained herein.

The warranty of title contained in this Special Warranty Deed of conveyance from Grantor to Grantee shall be limited to claims of all persons owning, holding, or claiming by, through, or under Grantor. Other than the special warranty of title expressly provided for herein, the Property is being conveyed by Grantor to Grantee "AS-IS, WHERE IS" and Grantor makes no representations or warranties, whether express, implied, or otherwise, as to the physical or environmental condition of the Property.

This conveyance is subject to any and all recorded restrictive covenants and conditions, easements, rights-of-way, and prior reservations of oil, gas, and other minerals of record pertaining to the Property; all applicable federal, state, and local governmental statutes, ordinances, and regulations, including, without limitation, zoning and subdivision ordinances; any water body such as rivers, lakes, canals, creeks, streams, marsh, wetlands, or other waters within or adjacent to the Property; and those certain permitted encumbrances attached hereto as Exhibit "D" and fully incorporated herein by this reference.

The Property is tax exempt from ad valorem taxes for the current tax year. All subsequent tax years for the Property are assumed by Grantee.

This instrument is executed and delivered in connection that certain Real Estate Purchase Offer between Grantor and Metal Properties, LLC, a Florida limited liability company, effectively dated as of January 6, 2025, as assigned by that certain Assignment and Assumption of Real Estate Purchase Offer from Metal Properties, LLC and Grantee, dated on or about April 2, 2025.

WITNESS THE SIGNATURES of the duly authorized representatives of Grantor effective as of the date set forth above, although actually executed on the date set forth in the notary acknowledgement below.

**HARRISON COUNTY  
DEVELOPMENT COMMISSION**

By: \_\_\_\_\_  
Billy F. Thornton, Jr., President

By: \_\_\_\_\_  
Windy Swetman, III, Secretary

STATE OF MISSISSIPPI,  
COUNTY OF HARRISON

Personally appeared before me the undersigned authority in and for said county and state, on this the \_\_\_\_ day of \_\_\_\_\_, 2025, within my jurisdiction, the within named Billy F. Thornton, Jr. and Windy Swetman, III, who acknowledged to me that they are the President and Secretary, respectively, of the Harrison County Development Commission, and that in said representative capacities, they executed the above and foregoing instrument for and on behalf of said entity after first having been duly authorized so to do.

\_\_\_\_\_  
NOTARY PUBLIC

Printed Name: \_\_\_\_\_

[AFFIX SEAL]

My Commission Expires: \_\_\_\_\_

WITNESS THE SIGNATURES of the duly authorized representatives of Grantor effective as of the date set forth above, although actually executed on the date set forth in the notary acknowledgement below.

**HARRISON COUNTY  
BOARD OF SUPERVISORS**

By: \_\_\_\_\_  
Nathan Barrett, President

By: \_\_\_\_\_  
Angela Thrash, Chancery Clerk

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

Personally appeared before me the undersigned authority in and for said county and state, on this the \_\_\_\_ day of \_\_\_\_\_, 2025, within my jurisdiction, the within named Nathan Barrett and Angela Thrash, who acknowledged to me that they are the President and Chancery Clerk, respectively, of the Harrison County Board of Supervisors, and that in said representative capacities, they executed the above and foregoing instrument for and on behalf of said entity after first having been duly authorized so to do.

\_\_\_\_\_  
NOTARY PUBLIC

Printed Name: \_\_\_\_\_

[AFFIX SEAL]

My Commission Expires: \_\_\_\_\_

WITNESS THE SIGNATURE of the duly authorized representative of Grantee effective as of the date set forth above, although actually executed on the date set forth in the notary acknowledgement below.

**METAL PROPERTIES MS, LLC,**  
**a Florida limited liability company**

By: \_\_\_\_\_  
Eric Howell, Authorized Manager

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_ day of \_\_\_\_\_, 2025, within my jurisdiction, the within named Eric Howell, who acknowledged to and before me that he is the authorized manager of Metal Properties MS, LLC, a Florida limited liability company, and that he signed and delivered the above and foregoing instrument for and on behalf of the said entity, after being duly authorized to do so.

\_\_\_\_\_  
NOTARY PUBLIC

Printed Name: \_\_\_\_\_

[AFFIX SEAL]

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**  
**Legal Description**

**LOT "A-2" AS PER SURVEY**

A parcel of land located in part of Lots 10 and 11, Subdivision No. 2, Bernard Bayou Industrial District, as recorded in Plat Book 25, Page 26, of the deed records of the Chancery Clerk, First Judicial District, Gulfport, Harrison County, Mississippi, also situated in the Southeast 1/4 of Section 13, Township 7 South, Range 11 West, and being better described as, to-wit:

Commencing at an iron rod marking the Northwest corner of Lot 11, Subdivision No. 2, Bernard Bayou Industrial District, said point being on the South margin of Seaway Road, thence N 89°23'38" W 307.00 feet to an iron rod on the East margin of a 75 foot Drainage Easement, thence S 00°10'54" W along said East margin 870.00 feet to an iron rod, thence N 89°23'38" E 313.22 feet to an iron rod and the Point of Beginning, thence N 89°23'38" E 313.22 feet to an iron rod, thence S 00°11'52" W 702.62 feet to an iron rod on the North margin of Glascock Drive, thence N 89°53'01" W 313.19 feet to an iron rod, thence N 00°11'52" E 698.67 feet to the Point of Beginning. Said parcel contains 218194 square feet or 5.01 acres. Bearings based on GPS Observation, USM Network, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960, per survey by Gary A. Durbin, P.L.S. dated July 13, 2018.

**EXHIBIT “B”**  
**Survey**

*See attached.*

**EXHIBIT "C"**  
**Project Utilization Plan**

*See attached.*

**EXHIBIT "D"**  
**Permitted Encumbrances**

1. Subject to that certain Judgment in Cause No. 21,441 in Eminent Domain in the matter styled Harrison County Development Commission, acting for and on behalf of the Harrison County Board of Supervisors v. J. Stanley Arnold, et al., dated February 20, 1963, and filed March 22, 1963, in Book 511, Page 481 in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, and the terms and conditions thereof.

2. Subject to the matters reflected on the Plat of Subdivision No. 2 of Bernard Bayou Industrial District filed on July 11, 1966, in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi in Plat Book 25, Page 26.

3. Subject to that certain Final Decree in Cause No. 59,391 vacating Bayou View Road filed in Book 653, Page 59 on September 17, 1970, in the Chancery Court of the First Judicial District of Harrison County, Mississippi, and the terms and conditions thereof.

4. Subject to that Right of Way and Easement Deed from Harrison County Development Commission in favor of United Gas, Inc. dated November 29, 1971, and filed August 1, 1972, in Book 689, Page 55 in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, and the terms and conditions thereof, including matters reflected on the survey attached thereto.

5. Subject to the matters reflected on that Certificate of Re-Subdivision filed September 20, 2018, in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi as Instrument 2018-6179 D-J1, including, without limitation, a 10' Utility Easement running along the South lot lines of Lots "A", "B", and "C".

6. Subject to the matters reflected on that Certificate of Re-Subdivision filed March 8, 2021, in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi as Instrument 2021-3204 D-J1 and re-recorded on April 20, 2021, as Instrument 2021-5315 D-J1, including, without limitation, a 10' Utility Easement running along the South lot line of Lot "A-2", a 15' Drainage Easement running along the East lot line of Lot "A-2", and a 20' Drainage Easement running along the North lot line of Lot "A-2".

7. Subject to that certain Deed of Dedication for the dedication of Glasscock Road and Logan Cline Drive for street, road, right-of-way, and all other legal and necessary public purposes dated August 16, 2022, and filed October 10, 2022, as Instrument No. 2022-0025710 D-J1, in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, and the terms and conditions thereof.

8. All matters shown on the survey of the Land prepared by Christopher Alan Seward, MS. P.S. No. 03282, of Brown, Mitchell & Alexander, Inc., dated February 12, 2025, and designated as BMA # 3929.

## FIRPTA AFFIDAVIT

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform METAL PROPERTIES MS, LLC, a Florida limited liability company ("Transferee") that withholding of tax is not required upon the disposition of a U.S. real property interest by HARRISON COUNTY DEVELOPMENT COMMISSION and HARRISON COUNTY BOARD OF SUPERVISORS, jointly acting for and on behalf of HARRISON COUNTY, MISSISSIPPI ("Transferor"), Transferor hereby certifies the following:

1. Transferor is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor's taxpayer identification number is 64-0775688; and
3. Transferor's business address is 12281 Intraplex Parkway, Gulfport, MS 39503.
4. Transferor is a public entity of the State of Mississippi.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document.

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

TRANSFEROR:

HARRISON COUNTY DEVELOPMENT  
COMMISSION

BY:

\_\_\_\_\_  
Billy F. Thornton, Jr.  
Its: President

This affidavit was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Billy F. Thornton, Jr. as President of the Harrison County Development Commission.

[SEAL]

\_\_\_\_\_  
Notary Public, State of Mississippi  
Printed Name of Notary: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI

COUNTY OF HARRISON

COMMERCIAL REAL ESTATE BROKER'S LIEN CERTIFICATION

The Undersigned OWNER/SELLER hereby certifies (a) that there are no unpaid or disputed real estate commissions which would affect the sale of the property described on Exhibit A attached hereto and incorporated herein (the "Property"), (b) that there is no compensation due or to become due under any listing, agency or other brokerage agreement with respect to the Property or as a result of the sale of the Property, and (c) that no written notice has been received concerning any unpaid real estate commission respecting such sale which could give rise to a broker's lien under Senate Bill 2559 Mississippi Legislature Regular Session 2014, except for commissions or compensation due to the following agencies:

None

This certification is given for the purpose of inducing Balch & Bingham LLP to issue its title opinion, Chicago Title Insurance Company to issue its title insurance policy, and METAL PROPERTIES MS, LLC to purchase the property.

OWNER/SELLER:

HARRISON COUNTY DEVELOPMENT  
COMMISSION

BY:

Billy F. Thornton, Jr.  
Its: President

Sworn and subscribed before me this  
the \_\_\_\_ day of \_\_\_\_\_, 2025.

Notary Public

My commission expires: \_\_\_\_\_

[SEAL]

## EXHIBIT A

### LOT "A-2"

A parcel of land located in part of Lots 10 and 11, Subdivision No. 2, Bernard Bayou Industrial District, as recorded in Plat Book 25, Page 26, of the deeds and records of the Chancery Clerk, First Judicial District, Gulfport, Harrison County, Mississippi, also situated in the Southeast  $\frac{1}{4}$  of Section 13, Township 7 South, Range 11 West, and being better described as, to-wit:

Commencing at an iron rod marking the Northwest corner of Lot 11, Subdivision No. 2, Bernard Bayou Industrial District, said point being on the South margin of Seaway Road, thence N89°23'38"W 307.00 feet to an iron rod on the East margin of a 75' foot Drainage Easement, thence S00°10'54"W along said East margin 870.00 feet to an iron rod, thence N89°23'38"E 313.22 feet to an iron rod and the Point of Beginning, thence N89°23'38"E 313.22 feet to an iron rod, thence S00°11'52"W 702.62 feet to an iron rod on the North margin of Glascock Drive, thence N89°53'01"W 313.19 feet to an iron rod, thence N00°11'52"E 698.67 feet to the Point of Beginning.

**BALCH & BINGHAM LLP**

TELEPHONE (228) 864-9900

FEDERAL I.D. #63-0328165

1310 25th Avenue  
P. O. Box 130  
Gulfport, MS 39502

**INFORMATION FOR REAL ESTATE 1099-S REPORT FILING**  
**as required by the Internal Revenue Service**

Section 6045 of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, requires the reporting of certain information on every real estate transaction. From the information you provide below, a Form 1099-S will be produced, and a copy of it will be furnished to the IRS and to you. Please confirm and complete all information below.

DATE OF SALE: \_\_\_\_\_, 2025

NAME OF SELLER: HARRISON COUNTY DEVELOPMENT  
COMMISSION

ADDRESS OF SELLER: 12281 Intraplex Parkway, Gulfport, MS 39503

TAX ID NUMBER OF SELLER: 64-0775688

DESCRIPTION OF PROPERTY: See Exhibit "A" attached hereto and fully  
incorporated herein by this reference.

SELLER'S GROSS PROCEEDS: \$250,000.00

BUYER'S PORTION OF PRO-RATED TAXES: N/A; The Property is Tax Exempt

PRINCIPAL RESIDENCE ☐

OTHER REAL ESTATE ☒

FOREIGN PERSON

YES ☐

NO ☒

(See FIRPTA Affidavit for details)

The undersigned Seller hereby certifies that the above information is true and correct and acknowledges that it has received the required Tax Form 1099-S and that the above information will be submitted to the Internal Revenue Service.

HARRISON COUNTY DEVELOPMENT  
COMMISSION

BY: \_\_\_\_\_

Billy F. Thornton, Jr.  
Its: President

**EXHIBIT "A"**  
**Legal Description**

LOT "A-2"

A parcel of land located in part of Lots 10 and 11, Subdivision No. 2, Bernard Bayou Industrial District, as recorded in Plat Book 25, Page 26, of the deeds and records of the Chancery Clerk, First Judicial District, Gulfport, Harrison County, Mississippi, also situated in the Southeast  $\frac{1}{4}$  of Section 13, Township 7 South, Range 11 West, and being better described as, to-wit:

Commencing at an iron rod marking the Northwest corner of Lot 11, Subdivision No. 2, Bernard Bayou Industrial District, said point being on the South margin of Seaway Road, thence N89°23'38"W 307.00 feet to an iron rod on the East margin of a 75' foot Drainage Easement, thence S00°10'54"W along said East margin 870.00 feet to an iron rod, thence N89°23'38"E 313.22 feet to an iron rod and the Point of Beginning, thence N89°23'38"E 313.22 feet to an iron rod, thence S00°11'52"W 702.62 feet to an iron rod on the North margin of Glascock Drive, thence N89°53'01"W 313.19 feet to an iron rod, thence N00°11'52"E 698.67 feet to the Point of Beginning.

## SELLER'S/OWNER'S AFFIDAVIT AND INDEMNITY

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

I, Billy F. Thornton, Jr., President of HARRISON COUNTY DEVELOPMENT COMMISSION (the "Commission") being first duly sworn, on oath depose and state that the Commission owns the following described property:

See Attached Exhibit "A"

The Commission has owned the property now being sold or mortgaged by it continuously for approximately 45 ½ years, and its enjoyment thereof has been peaceable and undisturbed and the title to said property has never been disputed to my knowledge, nor do I know of any facts by reason of which the title to, or possession of, said property might be disputed or by reason of which any claim to any of said property might be asserted adversely to the Commission, and more particularly:

1. No party other than the Seller(s)/Owner(s) is in possession of all or any portion of the premises above described under any unrecorded leases, tenancy at will or otherwise.

2. The Seller(s)/Owner(s) during the time of ownership of the premises above described has/have conveyed no portion of the premises nor done any act or allowed any act to be done which has changed or could change the boundaries of the premises.

3. The Seller(s)/Owner(s) has/have allowed no encroachments on the premises above described by any adjoining land owners nor has/have the undersigned encroached upon any property of adjoining land owners.

4. The Seller(s)/Owner(s) has/have allowed no easements, rights of way, continuous driveway usage, drain, sewer, water, gas or oil pipeline or other rights of passage to others over the premises above described and has/have no knowledge of such adverse rights.

5. The Seller(s)/Owner(s), at present, and for a period of **at least ninety (90) days** past, has/have caused no construction, erection, alteration or repairs of any structures or improvements on the premises above cited to be done, nor has/have contracted for any material to be delivered to the premises for which charges therefor remain unpaid.

6. The Seller(s)/Owner(s) has/have no knowledge of any highways, abandoned roads, lanes, cemetery or family burial grounds, springs, streams, rivers, ponds, or lakes bordering or running through said premises.

7. The undersigned has no knowledge of any due taxes or special assessments.

8. The undersigned has not allowed and knows of no violation of any covenants, restrictions, agreements, conditions or zoning ordinances affecting the premises.

9. That there are no pending suits, proceedings, judgments, bankruptcies, liens or executions against said owner, either in the aforesaid county or any other county in the aforesaid state.

This affidavit is given to induce Chicago Title Insurance Company, a California corporation, to issue its title insurance policy or policies without exception to claims of materialmen's laborers' liens, survey matters, special assessments and rights of parties in possession, and as an inducement therefor.

Dated effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

HARRISON COUNTY DEVELOPMENT  
COMMISSION

BY: \_\_\_\_\_

Billy F. Thornton, Jr.  
Its: President

SWORN TO AND SUBSCRIBED before me, by the authorized representative of seller/owner whose signature appears above, this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

(Notary Stamp)

\_\_\_\_\_  
**Notary Public**

My Commission Expires: \_\_\_\_\_

## EXHIBIT "A"

### LOT "A-2"

A parcel of land located in part of Lots 10 and 11, Subdivision No. 2, Bernard Bayou Industrial District, as recorded in Plat Book 25, Page 26, of the deeds and records of the Chancery Clerk, First Judicial District, Gulfport, Harrison County, Mississippi, also situated in the Southeast  $\frac{1}{4}$  of Section 13, Township 7 South, Range 11 West, and being better described as, to-wit:

Commencing at an iron rod marking the Northwest corner of Lot 11, Subdivision No. 2, Bernard Bayou Industrial District, said point being on the South margin of Seaway Road, thence N89°23'38"W 307.00 feet to an iron rod on the East margin of a 75' foot Drainage Easement, thence S00°10'54"W along said East margin 870.00 feet to an iron rod, thence N89°23'38"E 313.22 feet to an iron rod and the Point of Beginning, thence N89°23'38"E 313.22 feet to an iron rod, thence S00°11'52"W 702.62 feet to an iron rod on the North margin of Glascock Drive, thence N89°53'01"W 313.19 feet to an iron rod, thence N00°11'52"E 698.67 feet to the Point of Beginning.



## EXHIBIT B



**HARRISON COUNTY**  
Development Commission

### Project Utilization Plan

1. Company Name: Metal Properties LLC

2. Legal Name of Purchaser: Metal Properties LLC

(If this name is different from the name of the company described in number 1 or from the entity for which the land is proposed, describe the relationship of the purchaser to such entity.)

3. Type of Operation/Product: Building for Metal manufacturer

4. Number of Existing Jobs (if applicable): \_\_\_\_\_

5. Number of new jobs: 20 -50

6. Average hourly wage: \$ 25.00

7. Amount of Capital Investment (exclusive of land purchase price): \$ 2.5Mil

8. Land Requirements

Acreage: 10 acr

Frontage (road/water/rail-feet): \_\_\_\_\_

9. Square footage of facility: 50,000 sq ft

10. Contact Person (Name, address, phone and fax): Eric Howell

7850 Kipling Street  
Pensacola FL 32514

*By signing below, the undersigned certifies that, upon their best information and belief, the representations made above are true and correct. The undersigned further certifies that they are aware that this information has been provided for the purpose of determining the eligibility to purchase and/or lease property in Harrison county industrial park listed above and to propose a sales price commensurate with the economic impact of the project.*

Date: 11/5/2024

Name: 

Title: Manager

**RESOLUTION 04222025-01**

**A RESOLUTION OF THE HARRISON COUNTY DEVELOPMENT COMMISSION AUTHORIZING AND APPROVING THE ASSIGNMENT AND ASSUMPTION OF REAL ESTATE PURCHASE OFFER ENTERED INTO BY AND BETWEEN METAL PROPERTIES, LLC AND METAL PROPERTIES MS, LLC**

**WHEREAS**, at its regular meeting held on December 16, 2024, this Commission authorized and approved the execution of that certain Real Estate Purchase Offer (the "Purchase Agreement") for the purchase of a portion of that tract commonly known as Tax Parcel #0909H-01-003.018 and comprising  $\pm$  5.04 acres of real property situated in the First Judicial District in Harrison County, Mississippi, entered into by and between the Harrison County Development Commission, acting for an on behalf of Harrison County, Mississippi, and Metal Properties, LLC, a Florida limited liability company; and

**WHEREAS**, Metal Properties, LLC desires to assign all of its rights and obligations arising under the Purchase Agreement to its affiliate, Metal Properties MS, LLC; and

**WHEREAS**, the Harrison County Development Commission does authorize and approve the proposed Assignment and Assumption of Real Estate Purchase Offer attached hereto as Exhibit "A".

**NOW THEREFORE, BE IT RESOLVED**, that the Harrison County Development Commission does authorize and approve the proposed Assignment and Assumption of Real Estate Purchase Offer attached hereto as Exhibit "A".

**RESOLVED FURTHER**, the President and Secretary of the Harrison County Development Commission are hereby authorized and directed to execute the proposed Assignment and Assumption of Real Estate Purchase Offer attached hereto as Exhibit "A".

Following discussion, Commissioner \_\_\_\_\_ moved and Commissioner \_\_\_\_\_ seconded the motion for its adoption. On a vote of the Commissioners present, the result was as follows:

Commissioner Ollie Bailey, Jr.	Voted:
Commissioner John Carter	Voted:
Commissioner Frank Castiglia, Jr.	Voted:
Commissioner Warren Conway	Voted:
Commissioner Rip Daniels	Voted:
Commissioner Brian Gollott	Voted:
Commissioner Mike Leonard	Voted:
Commissioner Windy Swetman, III	Voted:
Commissioner Jimmy Levens	Voted:
Commissioner James Moody	Voted:
Commissioner Mark Schloegel	Voted:
Commissioner Billy F. Thornton, Jr.	Voted:

Two-thirds of the Commissioners being present and having voted in the affirmative, the President declared the motion carried and the resolution adopted on the 22nd day of April 2025.

---

Billy F. Thornton, Jr., President

**C E R T I F I C A T E**

I, Windy Swetman, III, Secretary of the Harrison County Development Commission, hereby certify that the foregoing Resolution is a true and correct copy of such Resolution adopted on such date.

WITNESS MY SIGNATURE, this the \_\_\_\_\_ day of April 2025.

---

Windy Swetman, III, Secretary  
Harrison County Development Commission

**Exhibit "A"**

Assignment and Assumption of Real Estate Purchase Offer

*See attached.*



## REAL ESTATE PURCHASE OFFER

This Real Estate Purchase Offer (this "Offer") is entered into by the HARRISON COUNTY DEVELOPMENT COMMISSION, acting for and on behalf of HARRISON COUNTY, MISSISSIPPI ("Seller") and Safe Structures Designs LLC, a ("Buyer"). **THIS OFFER SHALL BECOME A BINDING CONTRACT TO PURCHASE UPON BEING APPROVED BY THE BOARD OF SUPERVISORS** (the "Commencement Date").

WHEREAS, Seller owns certain real property, described more particularly below as the "Property," which Seller desires to sell to Buyer and which Buyer desires to purchase from Seller.

NOW, THEREFORE, in consideration of mutual promises, warranties and undertakings expressed herein, Seller and Buyer agree as follows:

1. **AGREEMENT.** Subject to the terms and conditions of this Offer, Seller shall sell to Buyer, and Buyer shall purchase from Seller, that certain tract of real property, located in Harrison, Mississippi and commonly known as all or a portion of Parcel # \_\_\_\_\_ Tract comprising  $\pm$  6 acres and as more fully described in **Exhibit A**, together with any existing or future improvements thereon (the "Property"). Including shop, office and driveway.

2. **PURCHASE PRICE.** The purchase price for the Property is \$ 175,000.00 .00 USD representing \$ 15,000.00 .00 per acre, plus the cost of the Closing (the "Purchase Price"). The Purchase Price is to be paid by Buyer to Seller in cash at the Closing on or before the Closing Date.

3. **PURPOSE.** The Property will be used by Buyer solely in furtherance of the specific purpose described in the Project Utilization Plan attached hereto and incorporated herein as **Exhibit B**.

Seller's conveyance of the Property is subject to the following limitations: Buyer must, or must cause its permitted successors, assigns, and affiliates to,

If Buyer either (A) fails to satisfy any of the requirements identified in Section 3(i) through Section 3(v), or (B) after having satisfied the requirements of such sections, utilizes (including marketing for sale or lease to any third-party that is not an affiliate of Buyer) the Property in a manner inconsistent with the Project Utilization Plan, which determination shall be made in Seller's sole and absolute discretion, during any period two (2) years after the Commencement Date, Seller shall have the option, but not the obligation, to repurchase the Property at the Purchase Price, except that any costs in connection with any repurchase by Seller will be paid by Buyer, including, without limitation, the cost of closing. The Deed shall contain a covenant providing for the requirements in this Section 3 (*Purpose*), which will be a restrictive covenant that will run with the Property for two (2) years.

4. **DEPOSIT.** Buyer has delivered to Seller an amount equal to one percent (1% if over \$100,000.00 or 10% if under \$100,000.00) of the Purchase Price as an earnest money deposit to



be held in escrow by Seller (the "Deposit"). Upon the consummation of the transaction contemplated hereby, the Deposit shall be paid to Seller at the Closing with Buyer receiving a corresponding credit against the portion of the Purchase Price payable in cash at the Closing. If the transaction fails to close due to operation of Section 10 (*Title Inspections*), or if Seller or the Harrison County Board of Supervisors decline to approve the sale contemplated by this Offer, then the Deposit shall be returned to Buyer, without any interest. If the transaction otherwise fails to Close due to Buyers' inability or refusal to perform in breach hereof, Seller shall be entitled to retain the Deposit as liquidated damages, and not as a penalty, which Buyer and Seller acknowledge to be a reasonable calculation of Seller's damages due to Buyer's inability, refusal to perform, or breach, as applicable.

**5. EXPENSES AND PRORATION ITEMS.** Except as otherwise expressly provided herein or in Section 3 (*Purpose*) with respect to monies that may become payable by Buyer to Seller should Seller elect to repurchase the Property, each party shall bear its own costs including attorneys' fees. Real estate taxes, utilities, and any other similar assessment affecting title to the Property shall be prorated as of the Closing Date. Recording fees to record the Deed and survey and appraisal costs shall be paid by Buyer. Seller shall bear the cost of preparing the Deed.

**6. BROKER.** The Seller and Buyer warrant and represent to each other that no broker has assisted in the transaction contemplated by this Offer and that no broker is entitled to a commission upon closing or otherwise.

**7. TITLE.** At the Closing, Seller will transfer title to the Property to Buyer by Special Warranty Deed (the "Deed") free and clear of all liens and encumbrances other than covenants and easements of record, and in accordance with the Title Policy. Buyer shall take title as follows: \_\_\_\_\_, a \_\_\_\_\_ company.

**8. INDEMNIFICATION.** Buyer shall defend, hold harmless, and indemnify Harrison County, the Harrison County Board of Supervisors, and the Harrison County Development Commission, and their respective members, directors, officers, employees, agents, and any successors thereof from any and all loss, damages, suits, penalties, costs, liability, or expenses arising out of any claim for loss or damage to property, injuries to or death of persons, contamination of or adverse effect on the environment, or any violation of federal, state, or local environmental laws, ordinances, rules, or regulations, caused by or resulting from any hazardous materials, substance, gas, or liquid as defined by the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.*, or other similar federal, state, or local law or ordinance in the rules or regulations promulgated thereof under which would necessitate response or remedial action under the aforesaid laws, ordinances, rules, or regulations, arising from the acts and/or omissions of Buyer. These indemnifications and hold harmless obligations shall be in addition to any and all other remedies available to Seller.

**9. SELLER REPRESENTATION.** Seller represents and warrants that it has no knowledge of any hazardous substances on or under the property and, if any such information comes to the attention of Seller prior to closing, Seller will promptly notify Buyer in writing. Seller makes no representations, guarantees or warranties regarding tidelands or wetlands issues as to the Property.



Buyer shall satisfy itself as to all such matters. The representations and warranties in this Section 9 (*Seller Representation*) are the only representations and warranties of Seller with respect to the Property.

**10. TITLE INSPECTIONS.** Buyer at its option, within fifteen (15) days of the date this Offer is approved by the Harrison County Board of Supervisors, may obtain a title insurance commitment relating to the Property, together with copies of all recorded documents referred to in the commitment, committing to insure marketable fee simple title in Buyer, subject only to standard title insurance exceptions, any and all easements, rights-of-way of record, covenants, and/or other matters of record and approved by Buyer as herein provided. Within fifteen 15 days after Buyer's receipt of the title commitment, Buyer shall give Seller notice of any exception(s) to title to which Buyer objects. In the event that Seller is unable or unwilling to remove such objectionable exceptions at or before the Closing, then to the exclusion of any other remedies which might otherwise be available to Buyer, Buyer shall either, at its election, (i) proceed to the Closing, with no adjustment to Purchase Price, with the objectionable exception on title, or (ii) terminate this Offer and upon any such termination, excepting only the force and effect of those provisions of this Offer which by their express terms survive termination of this Offer, this Offer shall be terminated and of no further force or effect and the parties hereto shall have no further rights or obligations under this Offer and the Deposit, without any interest, shall be promptly paid to Buyer as Buyer's sole and exclusive remedy. Failure by Buyer to timely provide Seller with notice of objections to title as described above shall be deemed to be an acceptance by Buyer of any exceptions to title to any portion of the Property which may exist.

**11. NOTICES.** Any notices given under this Offer shall be in writing. Notices may be sent via facsimile transmission, and will be deemed received on the date sent. If notice is sent by certified mail, postage prepaid, addressed to the following addresses, notice will be deemed received on the earlier of the date of actual receipt or five (5) days after its deposit with the U.S. Post office. Notices sent by mail shall be addressed to the following addresses:

If to Seller:

Harrison County Development Commission  
Attn: Executive Director  
12281 Intraplex Parkway  
Gulfport, Mississippi 39503  
Telephone No.: (228) 896-5020  
Fax No. (228) 896-6020

With copy to:

Balch & Bingham LLP  
Attn: Counsel  
1310 25<sup>th</sup> Avenue  
Gulfport, Mississippi 39501



If to Buyer: Safe Structures Designs LLC  
ATTN: Johnny Buscema  
10620 Southern Highlands PKWY  
STE 110-319  
Las Vegas, NV 89141  
Local Contact: Adrian Mitchell (228)-256-3400  
[Amitchell1022@outlook.com](mailto:Amitchell1022@outlook.com)

12. **EFFECTIVE DATE.** The effective date of this Offer shall be on the date it is approved by the Harrison County Board of Supervisors.

13. **RESTRICTIVE COVENANTS.** The use of the Property to be conveyed pursuant to this Agreement shall be subject to the terms and conditions of all restrictive covenants of record and those described in Section 3 (*Purpose*) hereinabove.

14. **COVENANTS.** The covenants and obligations of this Offer shall survive the execution of the Deed.

15. **MISCELLANEOUS.** This Offer supersedes all prior agreements between the parties with respect to the subject matter hereof. Headings are for convenience only and are not a part of this Offer. Any failure by any of the parties to comply with any of the obligations, agreement, or conditions set forth in this Offer may be waived by the other party, but any such waiver shall not be deemed a waiver of any other obligations or conditions contained in this Offer. A corporate officer signing this document on behalf of a corporate party warrants that he or she has full authority to sign this document. This Offer shall be construed and governed under the laws and jurisdiction of Mississippi. In interpreting this Offer, the presumption that Offers are to be construed against the drafter shall not be applicable. If a lawsuit is filed with respect to this Offer, if the prevailing party is Seller, Seller shall be entitled to collect all reasonable attorneys' fees and costs. This Offer may not be altered, amended, or modified except by written instrument signed by all parties.

16. **CLOSING.** The sale of the Property is to be closed (the "Closing") on or before 5/30, 2025, or on such later date within 90 days thereafter upon which Seller and Buyer may mutually agree in writing prior to 5/15, 2024 (the "Closing Date"). The Closing shall be deemed effective at 11:59 p.m. Central Standard Time on the Closing Date.

17. **APPROVALS.** This Offer is conditioned upon approval of same by the Harrison County Development Commission and the Harrison County Board of Supervisors.

18. **MERGER.** This Offer contains all the agreements and representations between the parties. No change or modifications of this Offer shall be valid unless the same is in writing and signed by the Buyer and Seller.



19. **SAVING CLAUSE.** In the event any term or provision of this Offer should be determined to be illegal, unenforceable, or invalid, the remaining terms and provisions shall not be affected thereby and shall be read and construed as if such illegality, unenforceable, or invalid terms or provisions were not originally contained therein.

20. **COUNTERPARTS.** This Offer may be executed in multiple counterparts, each of which when executed and delivered shall be an original for all purposes, but all of which, when taken together, shall constitute one and the same instrument.

21. **ASSIGNMENT.** Neither party may assign this Offer without the prior written consent of the other party. This Offer shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

*[Signature page follows]*



The parties have hereunto set their hands with the intent to be legally bound as of the dates by their signature.

**SELLER: HARRISON COUNTY DEVELOPMENT COMMISSION**

By:

Date:

**BUYER:** \_\_\_\_\_

By: \_\_\_\_\_

Date:

3/25/2025

It's: \_\_\_\_\_

**APPROVED:**

Harrison County Board of Supervisors

By: \_\_\_\_\_

Date: \_\_\_\_\_



There next came on for discussion the conveyance of certain real property situated in the First Judicial District of Harrison County, Mississippi to STS PROPERTIES, LLC, a Mississippi limited liability company, and after a general discussion of the subject, Commissioner Mark Schloegel offered the following Resolution for adoption:

### **RESOLUTION**

**A RESOLUTION OF THE HARRISON COUNTY DEVELOPMENT COMMISSION AUTHORIZING AND APPROVING THE SALE OF APPROXIMATELY 0.50 ACRES OF REAL PROPERTY, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A," TO STS PROPERTIES, LLC IN ACCORDANCE WITH THE REAL ESTATE PURCHASE OFFER ATTACHED HERETO AS EXHIBIT "B" AND HAVING A PURCHASE PRICE OF FIVE THOUSAND AND NO/100 DOLLARS (\$5,000); AND REQUESTING THE HARRISON COUNTY BOARD OF SUPERVISORS TO CONCUR IN THIS RESOLUTION AND TO JOIN IN THE CONVEYANCE OF SAID REAL PROPERTY PURSUANT TO A SPECIAL WARRANTY DEED IN SUBSTANTIAL CONFORMITY WITH EXHIBIT "C".**

**WHEREAS**, at its regular meeting held on January 15, 2025, this Commission considered the offer of STS PROPERTIES, LLC to purchase a portion of that tract commonly known as Tax Parcel #0312P-02-001.001 and comprising  $\pm$  0.50 acres of real property situated in the First Judicial District in Harrison County, Mississippi, which is more particularly described in the attached Exhibit "A" (the "Property"), in accordance with the Real Estate Purchase Offer (the "Purchase Agreement") attached hereto as Exhibit "B" and having a purchase price of Five Thousand and No/100 Dollars (\$5,000) and as further described in the Special Warranty Deed attached hereto as Exhibit "C"; and

**WHEREAS**, this Commission does find and adjudicate that it would be in the public's interest to sell said parcel of Property to STS PROPERTIES, LLC in accordance with the Purchase Agreement attached hereto as Exhibit "B" and having a purchase price of Five Thousand and No/100 Dollars (\$5,000) and as further described in the Special Warranty Deed attached hereto as Exhibit "C"; and

**WHEREAS**, the Harrison County Development Commission does find and adjudicate the consideration to be paid represents a fair and reasonable price for the Property, and that the terms of the said sale are fair and reasonable and ensure that the conveyance contemplated therein shall be in furtherance of the goals and purposes of the Harrison County Development Commission as articulated in Mississippi Code Annotated § 59-9-1, *et seq.*; and

**WHEREAS**, the Harrison County Board of Supervisors should be requested to concur herein and to join in the conveyance of said Property and the execution of a Special Warranty Deed in substantial conformity to the document attached hereto as Exhibit "C."

**NOW THEREFORE, BE IT RESOLVED**, that the Harrison County Development Commission does find and adjudicate that it would be in the public's interest to sell the Property described in the attached Exhibit "A" to STS PROPERTIES, LLC, with title to the Property to be taken in the name of STS PROPERTIES, LLC, in accordance with the Purchase Agreement attached hereto as Exhibit "B" and having a purchase price of Five Thousand and No/100 Dollars (\$5,000) and as further described in the Special Warranty Deed attached hereto as Exhibit "C";

**RESOLVED FURTHER**, the President and Secretary of the Harrison County Development Commission are hereby authorized and directed to execute a Special Warranty Deed in substantial conformity to the Special Warranty Deed attached to this Resolution as Exhibit "C".

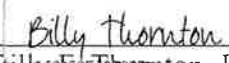
**RESOLVED FURTHER**, that the Harrison County Board of Supervisors is hereby requested to concur in this Resolution and to join in the conveyance and execution of the Special Warranty Deed which is contemplated by the Option to Purchase Agreement and attached hereto as Exhibit "C".

COMMISSIONER John Carter seconded the motion, and on a vote of the Commissioners present, the result was as follows:

Commissioner Ollie Bailey, Jr.	Voted: YEA
Commissioner John Carter	Voted: YEA
Commissioner Frank Castiglia, Jr.	Voted: YEA
Commissioner Warren Conway	Voted: ABSENT
Commissioner Rip Daniels	Voted: YEA
Commissioner Brian Gollott	Voted: ABSENT
Commissioner Mike Leonard	Voted: YEA
Commissioner Windy Swetman, III	Voted: YEA
Commissioner Jimmy Levens	Voted: YEA
Commissioner James Moody	Voted: ABSENT
Commissioner Mark Schloegel	Voted: YEA
Commissioner Billy F. Thornton, Jr.	Voted: YEA

*[Signature page follows]*

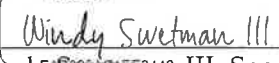
Two-thirds of the Commissioners being present and having voted in the affirmative, the President declared the motion carried and the resolution adopted on the 15th day of January 2025.

Signed by:  
  
Billy F. Thornton, Jr., President

### CERTIFICATE

I, Windy Swetman, III, Secretary of the Harrison County Development Commission, hereby certify that the foregoing Resolution is a true and correct copy of such Resolution adopted on such date.

WITNESS MY SIGNATURE, this the 15th day of January 2025.

DocuSigned by:  
  
Windy Swetman, III, Secretary  
Harrison County Development Commission

**Exhibit "A"**

### Legal Description of the Property

A parcel of land situated and being located in the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 24, Township 8 South, Range 13 West, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

COMMENCING at a 1/2-inch iron rod at the intersection of the westerly margin of Fleitas Avenue with the northerly margin of Saucier Avenue; thence run North 20 degrees 31 minutes 08 seconds West along the westerly margin of Fleitas Avenue a distance of 401.46 feet to a 3/4-inch iron pipe and the POINT OF BEGINNING of the property herein described;

Thence continue from said POINT OF BEGINNING North 20 degrees 31 minutes 08 seconds West along the westerly margin of Fleitas Avenue a distance of 300.00 feet to a point; thence run North 68 degrees 40 minutes 32 seconds East a distance of 80.00 feet to a 3/4-inch iron rod; thence run South 20 degrees 31 minutes 08 seconds East a distance of 300.00 feet to a 3/4-inch iron rod; thence run South 68 degrees 40 minutes 32 seconds West a distance of 80.00 feet to the POINT OF BEGINNING. Said parcel contains 0.551 acres, more or less.

**Exhibit "B"**

Real Estate Purchase Offer

*See attached.*

**Exhibit "C"**

Special Warranty Deed

*See attached.*

*[Special Warranty Deed to be attached after wet signature]*



## REAL ESTATE PURCHASE OFFER

This Real Estate Purchase Offer (this "Offer") is entered into by the HARRISON COUNTY DEVELOPMENT COMMISSION, acting for and on behalf of HARRISON COUNTY, MISSISSIPPI ("Seller") and STS PROPERTIES, LLC, a Mississippi limited liability company ("Buyer"). **THIS OFFER SHALL NOT BECOME A BINDING CONTRACT TO PURCHASE UNLESS AND UNTIL THE DATE APPROVED BY THE HARRISON COUNTY BOARD OF SUPERVISORS** (the "Commencement Date").

WHEREAS, Seller owns certain real property, described more particularly below as the "Property," which Seller desires to sell to Buyer and which Buyer desires to purchase from Seller.

NOW, THEREFORE, in consideration of mutual promises, warranties and undertakings expressed herein, Seller and Buyer agree as follows:

1. **AGREEMENT.** Subject to the terms and conditions of this Offer, Seller shall sell to Buyer, and Buyer shall purchase from Seller, that certain tract of real property located in the First Judicial District of Harrison County, Mississippi and being commonly known as all or a portion of Tax Parcel 0312P-02-001.001 comprising  $\pm$  0.50 acres and as more fully described in **Exhibit A** and **Exhibit A-1**, together with any existing or future improvements thereon (the "Property").

2. **PURCHASE PRICE.** The purchase price for the Property is \$5,000.00 USD representing \$10,000.00 per acre, plus the cost of the Closing (the "**Purchase Price**"). The Purchase Price is to be paid by Buyer to Seller in cash at the Closing on or before the Closing Date.

3. **PURPOSE.** The Property will be used by Buyer solely in furtherance of the specific purpose described in the Project Utilization Plan attached hereto and incorporated herein as **Exhibit B**.

Seller's conveyance of the Property is subject to the following limitations: After the Closing Date (as defined below), Buyer must, or must cause its permitted successors, assigns, and affiliates to,

- (i) provide detailed written plans, schedule information, and project scope to Seller (all of which deliverables must, in Seller's reasonable determination, be consistent with the Project Utilization Plan) within ninety (90) days of the Closing Date;
- (ii) apply for all permits required by applicable law within six (6) months of the Closing Date;
- (iii) obtain all permits required by applicable law within nine (9) months of the Closing Date;
- (iv) hire a construction contractor within twelve (12) months of the Closing Date; and
- (v) cause such construction contractor to continuously perform construction such that construction will be complete within twenty-four (24) months of the Closing Date, with substantial completion to occur no later than twenty-two (22) months after the Closing Date.

If Buyer either (A) fails to satisfy any of the requirements identified in Section 3(i) through Section 3(v), or (B) after having satisfied the requirements of such sections, utilizes (including marketing for sale or lease to any third-party that is not an affiliate of Buyer) the Property in a manner inconsistent with the Project



## HARRISON COUNTY Development Commission

Utilization Plan, which determination shall be made in Seller's sole and absolute discretion, during any period two (2) years after the Commencement Date, Seller shall have the option, but not the obligation, to repurchase the Property at the Purchase Price, except that any costs in connection with any repurchase by Seller will be paid by Buyer, including, without limitation, the cost of closing. If Buyer is prevented from satisfying any of the requirements identified in Section 3(i) through Section 3(v) due to an act of God or other similar circumstance beyond the control of Buyer that could not be avoided through Buyer's exercise of reasonable due diligence, then Buyer will notify Seller and the Parties will consult to determine whether a mutually agreeable amendment to the Deed is acceptable to Seller. The Deed shall contain a covenant providing for the requirements in this Section 3 (*Purpose*) (including any potential amendment pursuant to the foregoing sentence), which will be a restrictive covenant that will run with the Property for two (2) years.

4. **DEPOSIT.** Buyer has delivered to Seller an amount equal to a percentage of the Purchase Price (1% if over \$100,000.00 or 10% if under \$100,000.00) as an earnest money deposit (the "Deposit") to be held in escrow by Balch & Bingham LLP having an address of 1310 25<sup>th</sup> Avenue, Gulfport, Mississippi 39501 (the "Escrow Agent" or "Title Company"). Upon the consummation of the transaction contemplated hereby, the Deposit shall be released by the Escrow Agent and paid to Seller at the Closing with Buyer receiving a corresponding credit against the portion of the Purchase Price payable in cash at the Closing. If the transaction fails to close due to operation of Section 10 (*Title Inspections*), or if Seller or the Harrison County Board of Supervisors decline to approve the sale contemplated by this Offer, then the Deposit shall be returned to Buyer, without any interest. If the transaction otherwise fails to Close due to Buyers' inability or refusal to perform in breach hereof, Seller shall be entitled to retain the Deposit as liquidated damages, and not as a penalty, which Buyer and Seller acknowledge to be a reasonable calculation of Seller's damages due to Buyer's inability, refusal to perform, or breach, as applicable.

5. **EXPENSES AND PRORATION ITEMS.** Except as otherwise expressly provided herein or in Section 3 (*Purpose*) with respect to monies that may become payable by Buyer to Seller should Seller elect to repurchase the Property, each party shall bear its own costs including attorneys' fees. Real estate taxes, utilities, and any other similar assessment affecting title to the Property shall be prorated as of the Closing Date. Recording fees to record the Deed and survey and appraisal costs shall be paid by Buyer. Seller shall bear the cost of preparing the Deed.

6. **BROKER.** Seller and Buyer warrant and represent to each other that no broker has assisted in the transaction contemplated by this Offer and that no broker is entitled to a commission upon closing or otherwise.

7. **TITLE INSPECTIONS.** Buyer at its option and expense, within fifteen (15) days of the date this Offer is approved by the Harrison County Board of Supervisors, may obtain a title insurance commitment relating to the Property, together with copies of all recorded documents referred to in the commitment, committing to insure marketable fee simple title in Buyer, subject only to standard title insurance exceptions, any and all easements, rights of way of record, covenants, and/or other matters of record and approved by Buyer as herein provided (the "Title Commitment"). Within fifteen (15) days after Buyer's receipt of the Title Commitment, Buyer shall give Seller notice of any exception(s) to title to which Buyer objects. In the event that Seller is unable or unwilling to remove such objectionable exceptions at or before the Closing, then to the exclusion of any other remedies which might otherwise be available to Buyer, Buyer shall either, at its election, (i) proceed to the Closing, with no adjustment to Purchase Price, with the objectionable exception on title, or (ii) terminate this Offer and upon any such termination, excepting only the force and effect of those provisions of this Offer which by their express terms survive termination of this Offer, this Offer shall be terminated and of no further force or effect and the parties hereto shall have no further rights or



obligations under this Offer and the Deposit, without any interest, shall be promptly paid to Buyer as Buyer's sole and exclusive remedy. Failure by Buyer to timely provide Seller with notice of objections to title as described above shall be deemed to be an acceptance by Buyer of any exceptions to title to any portion of the Property which may exist.

**8. TITLE AND TITLE POLICY.** As soon as available after Closing, Buyer will cause, at its option and expense, Title Company, to issue to Buyer an ALTA owner's standard policy of title insurance pursuant to the Title Commitment, dated as of the Closing Date and insuring Buyer in the amount of the Purchase Price, subject only to the standard title insurance exceptions, any and all easements, rights of way of record, covenants, and/or other matters of record and approved by Buyer as herein provided (the "Title Policy"). Buyer may, at Buyer's option and expense, purchase extended coverage or additional title insurance endorsements for the Title Policy, in which event Seller shall provide an owner's affidavit and such other documents as may be reasonably required by Title Company in such form as may be reasonably acceptable to Seller. At the Closing, Seller will transfer title to the Property to Buyer by Special Warranty Deed (the "Deed") free and clear of all liens and encumbrances other than matters of record or as otherwise agreed by the Parties, and in accordance with the Title Policy. Buyer shall take title as follows: STS PROPERTIES, LLC, a Mississippi limited liability company.

**9. INDEMNIFICATION.** Buyer shall defend, hold harmless, and indemnify Harrison County, the Harrison County Board of Supervisors, and the Harrison County Development Commission, and their respective members, directors, officers, employees, agents, and any successors thereof from any and all loss, damages, suits, penalties, costs, liability, or expenses arising out of any claim for loss or damage to property, injuries to or death of persons, contamination of or adverse effect on the environment, or any violation of federal, state, or local environmental laws, ordinances, rules, or regulations, caused by or resulting from any hazardous materials, substance, gas, or liquid as defined by the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.*, or other similar federal, state, or local law or ordinance in the rules or regulations promulgated thereof under which would necessitate response or remedial action under the aforesaid laws, ordinances, rules, or regulations, arising from the acts and/or omissions of Buyer. Buyer's indemnification obligations under this Section will not apply to any loss, damage, suit, penalty, cost, liability, or expense determined to have been caused by the sole negligent or wrongful acts of Seller. These indemnifications and hold harmless obligations shall be in addition to any and all other remedies available to Seller.

**10. SELLER REPRESENTATION.** Seller represents and warrants that it has no knowledge of any hazardous substances on or under the property and, if any such information comes to the attention of Seller prior to the Closing, Seller will promptly notify Buyer in writing. Seller makes no representations, guarantees, or warranties regarding tidelands or wetlands issues as to the Property. Buyer shall satisfy itself as to all such matters. The representations and warranties in this Section 9 (*Seller Representation*) and the Special Warranty Deed are the only representations and warranties of Seller with respect to the Property.

**11. NOTICES.** Any notice given under this Offer shall be in writing. Notices may be sent via facsimile transmission and will be deemed received on the date sent. If notice is sent by certified mail, postage prepaid, addressed to the following addresses, notice will be deemed received on the earlier of the date of actual receipt or five (5) days after its deposit with the U.S. Post office. Notices sent by mail shall be addressed to the following addresses:



If to Seller: Harrison County Development Commission  
Attn: Executive Director  
12281 Intraplex Parkway  
Gulfport, Mississippi 39503  
Telephone No.: (228) 896-5020  
Fax No. (228) 896-6020

With copy to:

Balch & Bingham LLP  
Attn: Counsel  
1310 25<sup>th</sup> Avenue  
Gulfport, Mississippi 39501

If to Buyer: STS PROPERTIES, LLC  
Attn: Shaw Matthews  
455 Fleitas Ave  
Pass Christian, MS 39571  
Telephone No.: (228) 323-1346  
shaw@mbdllc.net

12. **EFFECTIVE DATE.** The effective date of this Offer shall be the Commencement Date.

13. **RESTRICTIVE COVENANTS.** The use of the Property to be conveyed pursuant to this Agreement shall be subject to the terms and conditions of all restrictive covenants of record and those described in Section 3 (*Purpose*) hereinabove.

14. **COVENANTS.** The covenants and obligations of this Offer shall survive the execution of the Deed.

15. **MISCELLANEOUS.** This Offer supersedes all prior agreements between the parties with respect to the subject matter hereof. Headings are for convenience only and are not a part of this Offer. Any failure by any of the parties to comply with any of the obligations, agreements, or conditions set forth in this Offer may be waived by the other party, but any such waiver shall not be deemed a waiver of any other obligations or conditions contained in this Offer. A corporate officer signing this document on behalf of a corporate party warrants that he or she has full authority to sign this document. This Offer shall be construed and governed under the laws and jurisdiction of Mississippi. In interpreting this Offer, the presumption that Offers are to be construed against the drafter shall not be applicable. If a lawsuit is filed with respect to this Offer, if the prevailing party is Seller, Seller shall be entitled to collect all reasonable attorneys' fees and costs. This Offer may not be altered, amended, or modified except by written instrument signed by all parties.

16. **CLOSING.** The sale of the Property is to be closed (the "Closing") on or before February 28, 2025, or on such later date within 90 days thereafter upon which Seller and Buyer may mutually agree in writing prior to February 28, 2025 (the "Closing Date"). The Closing will take place at the offices of Balch & Bingham LLP, 1310 25<sup>th</sup> Avenue, Gulfport, Mississippi 39501, or remotely by exchange of documents and signatures (or their electronic counterparts). The Closing shall be deemed effective at 11:59 p.m. Central Standard Time on the Closing Date. Buyer will bear all costs of Closing, including the cost of recording any documents in the Harrison County land records.



17. **APPROVALS.** This Offer is conditioned upon approval of same by the Harrison County Development Commission and the Harrison County Board of Supervisors.

18. **MERGER.** This Offer contains all the agreements and representations between the parties. No change or modifications of this Offer shall be valid unless the same is in writing and signed by the Buyer and Seller.

19. **SAVING CLAUSE.** In the event any term or provision of this Offer should be determined to be illegal, unenforceable, or invalid, the remaining terms and provisions shall not be affected thereby and shall be read and construed as if such illegality, unenforceable, or invalid terms or provisions were not originally contained therein.

20. **COUNTERPARTS.** This Offer may be executed in multiple counterparts, each of which when executed and delivered shall be an original for all purposes, but all of which, when taken together, shall constitute one and the same instrument.

21. **ASSIGNMENT.** Neither party may assign this Offer without the prior written consent of the other party. This Offer shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

*[Signature page follows]*



The parties have hereunto set their hands with the intent to be legally bound as of the Commencement Date.

**SELLER:** HARRISON COUNTY DEVELOPMENT COMMISSION

By: \_\_\_\_\_ Date: \_\_\_\_\_

**BUYER:** STS PROPERTIES, LLC

By:  \_\_\_\_\_ Date: 2/4/2025  
R. Shawn Matthews, Jr., Authorized Member-Manager

**APPROVED:**

Harrison County Board of Supervisors

By: \_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit A**

**Legal Description**

A parcel of land situated and being located in the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 24, Township 8 South, Range 13 West, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

COMMENCING at a 1/2-inch iron rod at the intersection of the westerly margin of Fleitas Avenue with the northerly margin of Saucier Avenue; thence run North 20 degrees 31 minutes 08 seconds West along the westerly margin of Fleitas Avenue a distance of 401.46 feet to a 3/4-inch iron pipe and the POINT OF BEGINNING of the property herein described;

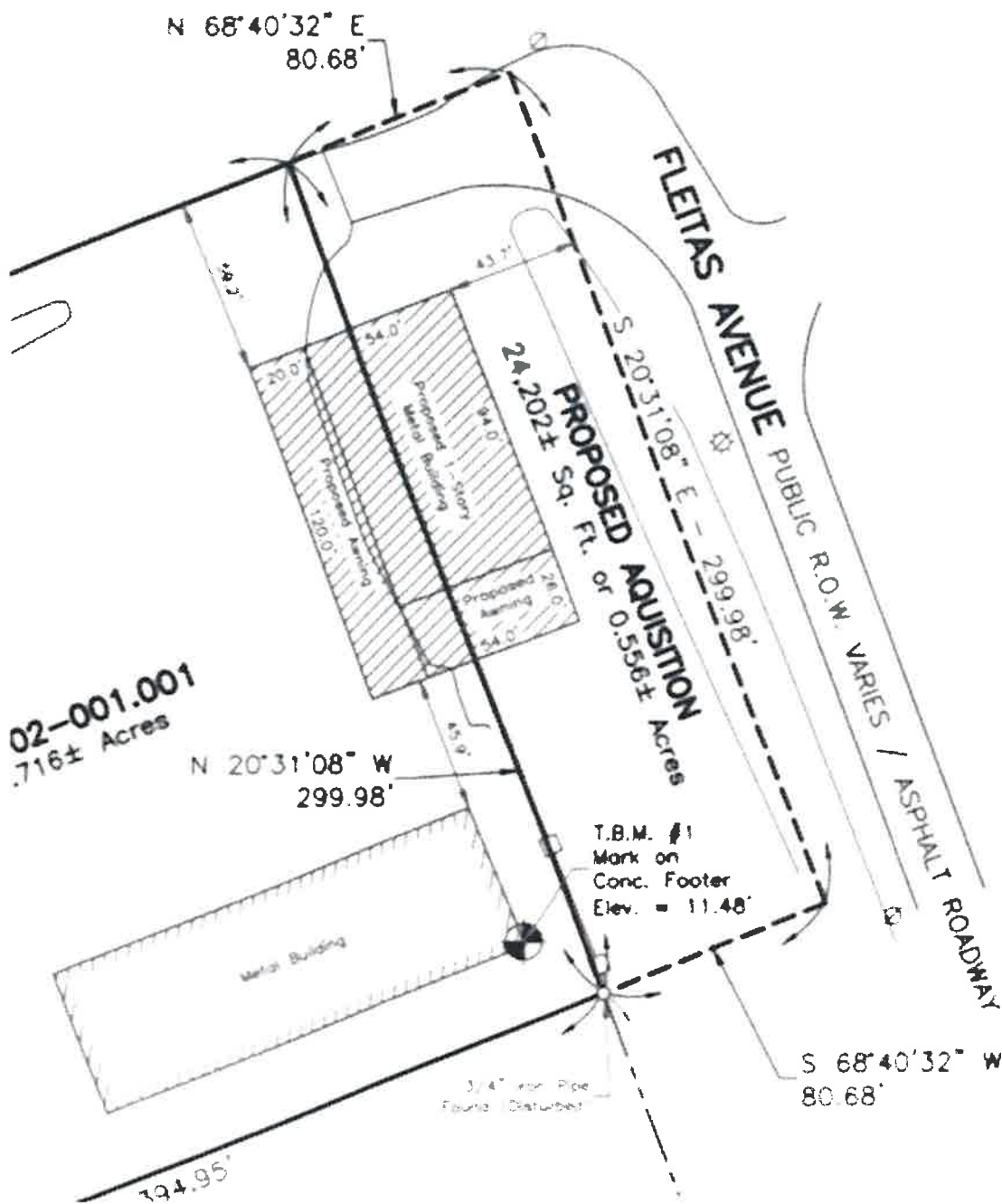
Thence continue from said POINT OF BEGINNING North 20 degrees 31 minutes 08 seconds West along the westerly margin of Fleitas Avenue a distance of 300.00 feet to a point; thence run North 68 degrees 40 minutes 32 seconds East a distance of 80.00 feet to a 3/4-inch iron rod; thence run South 20 degrees 31 minutes 08 seconds East a distance of 300.00 feet to a 3/4-inch iron rod; thence run South 68 degrees 40 minutes 32 seconds West a distance of 80.00 feet to the POINT OF BEGINNING. Said parcel contains 0.551 acres, more or less.



# HARRISON COUNTY

Development Commission

Exhibit A-1





**HARRISON COUNTY**  
Development Commission

**REAL ESTATE PURCHASE OFFER**

This Real Estate Purchase Offer (this "Offer") is entered into by the HARRISON COUNTY DEVELOPMENT COMMISSION, acting for and on behalf of HARRISON COUNTY, MISSISSIPPI, Seller") and KEK Investments, LLC ("Buyer").  
**THIS OFFER SHALL BECOME A BINDING CONTRACT TO PURCHASE UPON BEING APPROVED BY THE BOARD OF SUPERVISORS (the "Commencement Date")**

KEK  
Investments, LLC

WHEREAS, Seller owns certain real property, described more particularly below as the "Property," which Seller desires to sell to Buyer and which Buyer desires to purchase from Seller

NOW, THEREFORE, in consideration of mutual promises, warranties and undertakings expressed herein, Seller and Buyer agree as follows:

**1. AGREEMENT.** Subject to the terms and conditions of this Offer, Seller shall sell to Buyer, and Buyer shall purchase from Seller, that certain tract of real property, located in Harrison, Mississippi and commonly known as all or a portion of Parcel # N/A Tract comprising # 5 acres and as more fully described in **Exhibit A**, together with any existing or future improvements thereon (the "Property").

**2. PURCHASE PRICE.** The purchase price for the Property is \$ 6500 (00 USD) representing \$ 1300 00 per acre, plus the cost of the Closing (the "Purchase Price"). The Purchase Price is to be paid by Buyer to Seller in cash at the Closing on or before the Closing Date.

**3. PURPOSE.** The Property will be used by Buyer solely in furtherance of the specific purpose described in the Project Utilization Plan attached hereto and incorporated herein as **Exhibit B**.

Seller's conveyance of the Property is subject to the following limitations. Buyer must, or must cause its permitted successors, assigns, and affiliates to,

- (i) provide detailed written plans, schedule information, and project scope to Seller (all of which deliverables must, in Seller's reasonable determination, be consistent with the Project Utilization Plan) within ninety (90) days of the Closing Date;
- (ii) apply for all permits required by applicable law within six (6) months of the Closing Date;
- (iii) obtain all permits required by applicable law within nine (9) months of the Closing Date;
- (iv) hire a construction contractor within twelve (12) months of the Closing Date; and
- (v) cause such construction contractor to continuously perform construction such that construction will be complete within twenty-four (24) months of the Closing Date, with substantial completion to occur no later than twenty-two (22) months after the Closing Date.

(i) Buyer either (a) fails to satisfy any of the requirements identified in Section 3(i) through Section 3(v), or (b) after having satisfied the requirements of such sections, utilizes (including

seller's sole and absolute discretion. During any period two (2) years after the Commencement Date, Seller shall have the option, but not the obligation, to repurchase the Property at the Purchase Price, except that any costs in connection with any repurchase by Seller will be paid by Buyer, including, without limitation, the cost of closing. The Deed shall contain a covenant providing for the requirements in this Section 3 (Purpose), which will be a restrictive covenant that will run with the Property for two (2) years.

**4 DEPOSIT.** Buyer has delivered to Seller an amount equal to one percent (1%) if over \$100,000.00 or 1.0% if under \$100,000.00 of the Purchase Price as an earnest money deposit to be held in escrow by Seller (the "Deposit"). Upon the consummation of the transaction contemplated hereby, the Deposit shall be paid to Seller at the Closing with Buyer receiving a corresponding credit against the portion of the Purchase Price payable in cash at the Closing. If the transaction fails to close due to operation of Section 10 (Title Inspections), or if Seller or the Harrison County Board of Supervisors decline to approve the sale contemplated by this Offer, then the Deposit shall be returned to Buyer, without any interest. If the transaction otherwise fails to Close due to Buyer's inability or refusal to perform in breach hereof, Seller shall be entitled to retain the Deposit as liquidated damages, and not as a penalty, which Buyer and Seller acknowledge to be a reasonable calculation of Seller's damages due to Buyer's inability, refusal to perform, or breach, as applicable.

**5 EXPENSES AND PRORATION ITEMS.** Except as otherwise expressly provided herein or in Section 3 (Purpose) with respect to monies that may become payable by Buyer to Seller should Seller elect to repurchase the Property, each party shall bear its own costs including attorneys' fees, Real estate taxes, utilities, and any other similar assessment affecting title to the Property shall be prorated as of the Closing Date. Recording fees to record the Deed and survey and appraisal costs shall be paid by Buyer. Seller shall bear the cost of preparing the Deed.

**6 BROKER.** The Seller and Buyer warrant and represent to each other that no broker has assisted in the transaction contemplated by this Offer and that no broker is entitled to a commission upon closing or otherwise.

**7 TITLE.** At the Closing, Seller will transfer title to the Property to Buyer by Special Warranty Deed (the "Deed") free and clear of all liens and encumbrances other than covenants and easements of record, and in accordance with the Title Policy. Buyer shall take title as follows:  
KEK, a LLP company  
Investments

**8. INDEMNIFICATION.** Buyer shall defend, hold harmless, and indemnify Harrison County, the Harrison County Board of Supervisors, and the Harrison County Development Commission, and their respective members, directors, officers, employees, agents, and any successors thereof from any and all loss, damages, suits, penalties, costs, liability, or expenses arising out of any claim for loss or damage to property, injuries to or death of persons, contamination of or adverse effect on the environment, or any violation of federal, state, or local environmental laws, ordinances,

rules, or regulations, caused by or resulting from any hazardous materials, substance, gas, or liquid as defined by the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.*, or other similar federal, state, or local law or ordinance in the rules or regulations promulgated thereof under which would necessitate response or remedial action under the above and laws, ordinances, rules, or regulations arising from the acts and/or omissions of Buyer. These indemnifications and hold harmless obligations shall be in addition to any and all other remedies available to Seller.

**9 SELLER REPRESENTATION.** Seller represents and warrants that it has no knowledge of any hazardous substances on or under the property and, if any such information comes to the attention of Seller prior to closing, Seller will promptly notify Buyer in writing. Seller makes no representations, guarantees, or warranties regarding tidelands or wetlands issues as to the Property. Buyer shall opiate itself as to all such matters. The representations and warranties in

10. **TITLE INSPECTIONS.** Buyer at its option, within fifteen (15) days of the date this Offer is approved by the Harrison County Board of Supervisors, may obtain a title insurance commitment relating to the Property, together with copies of all recorded documents referred to in the commitment, committing to insure marketable fee simple title in Buyer, subject only to standard title insurance exceptions, any and all easements, rights-of-way, of record, covenants, and/or other matters of record and approved by Buyer as herein provided. Within fifteen (15) days after Buyer's receipt of the title commitment, Buyer shall give Seller notice of any exception(s) to title to which Buyer objects. In the event that Seller is unable or unwilling to remove such objectionable exceptions at or before the Closing, then to the exclusion of any other remedies which might otherwise be available to Buyer, Buyer shall either, at its election, (i) proceed to the Closing, with no adjustment to Purchase Price, with the objectionable exception on title, or (ii) terminate this Offer and upon any such termination, excepting only the force and effect of those provisions of this Offer which by their express terms survive termination of this Offer, this Offer shall be terminated and of no further force or effect and the parties hereto shall have no further rights or obligations under this Offer and the Deposit, without any interest, shall be promptly paid to Buyer as Buyer's sole and exclusive remedy. Failure by Buyer to timely provide Seller with notice of objections to title as described above shall be deemed to be an acceptance by Buyer of any exceptions to title to any portion of the Property which may exist.

11. **NOTICES.** Any notices given under this Offer shall be in writing. Notices may be sent via facsimile transmission, and will be deemed received on the date sent. If notice is sent by certified mail, postage prepaid, addressed to the following addresses, notice will be deemed received on the earlier of the date of actual receipt or five (5) days after its deposit with the U.S. Post office. Notices sent by mail shall be addressed to the following addresses:

If to Seller, Harrison County Development Commission

Attn: Executive Director

12281 Intraplex Parkway

Gulfport, Mississippi 39503

Telephone No.: (228) 896-5020

Fax No.: (228) 896-6020

With copy to:

Balch & Bingham LLP

Attn: Counsel

131025 Avenue

Gulfport, Mississippi 39503

Buyer:

By:

12. **EFFECTIVE DATE.** The effective date of this Offer shall be on the date it is approved by the Harrison County Board of Supervisors.

13. **RESTRICTIVE COVENANTS.** The use of the Property to be conveyed pursuant to this Agreement shall be subject to the terms and conditions of all restrictive covenants of record and those described in Section 3 (*Purpose*) hereinabove.

14. **COVENANTS.** The covenants and obligations of this Offer shall survive the execution of the Deed.

15. **MISCELLANEOUS.** This Offer supersedes all prior agreements between the parties with respect to the subject matter hereof. Headings are for convenience only and are not a part of this Offer. Any failure by any of the parties to comply with any of the obligations, agreement, or conditions set forth in this Offer may be waived by the other party, but any such waiver shall not be deemed a waiver of any other obligations or conditions contained in this Offer. A corporate officer signing this document on behalf of a corporate party warrants that he or she has full authority to sign this document. This Offer shall be construed and governed under the laws and jurisdiction of Mississippi. In interpreting this Offer, the presumption that Offers are to be construed against the drafter shall not be applicable. If a lawsuit is filed with respect to this Offer, if the prevailing party is Seller, Seller shall be entitled to collect all reasonable attorneys' fees and costs. This Offer may not be altered, amended, or modified except by written instrument signed by all parties.

16. **CLOSING.** The sale of the Property is to be closed (the "Closing") on or before TOD, 2025, or on such later date within 90 days thereafter upon which Seller and Buyer may mutually agree in writing prior to TOD, 2025 (the "Closing Date"). The Closing shall be deemed effective at 11:59 p.m. Central Standard Time on the Closing Date.

17. **APPROVALS.** This Offer is conditioned upon approval of same by the Harrison County Development Commission and the Harrison County Board of Supervisors.

18. **MERGER.** This Offer contains all the agreements and representations between the parties. No change or modifications of this Offer shall be valid unless the same is in writing and signed by the Buyer and Seller.

19. **SAVING CLAUSE.** In the event any term or provision of this Offer should be determined to be illegal, unenforceable, or invalid, the remaining terms and provisions shall not be affected thereby and shall be read and construed as if such illegality, unenforceable, or invalid terms or provisions were not originally contained therein.

20. **COUNTERPARTS.** This Offer may be executed in multiple counterparts, each of which when executed and delivered shall be an original for all purposes, but all of which, when taken together, shall constitute one and the same instrument.

21. **ASSIGNMENT.** Neither party may assign this Offer without the prior written consent of the other party. This Offer shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows]

The parties have hereunto set their hands with the intent to be legally bound as of the dates by their signature

**SELLER**      HARRISON COUNTY DEVELOPMENT COMMISSION

By \_\_\_\_\_ Date \_\_\_\_\_

**BUYER:** \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_

**APPROVED:**

Harrison County Board of Commissioners

## Surplus storage boxes April 2,2025

Box	Fiscal year	contents	Retention requirements
236524	2000	special projects	3 years after audit
236535	2007	financial reports	3 years after audit
209515	2009-2013	Prospects, routine files	3 years after audit
236503	2009	Prospects, routine files	3 years after audit
209514	3023	Prospects, routine files	3 years after audit
236513	2009	FTZ Proposects	3 years after audit
209512	2009	Prospects, routine files	3 years after audit
209506	2009	General files	3 years after audit
236518	1987-1990	Committee meeting minutes	3 years after audit
209517	2009	Prospects, routine files	3 years after audit
209516	2014	Prospects, routine files	3 years after audit
236536	2008	monthly financial reports	3 years after audit
236501	2009	Prospects, routine files	3 years after audit
236533	2008	financial reports	3 years after audit
236534	2000-2003	Committee meeting minutes	3 years after audit
209511	2009	General files	3 years after audit
209507	2009	General files	3 years after audit
236539	2009	w/s financial reports	3 years after audit
236512	2009	Prospects, routine files	3 years after audit
209519	2009	Prospects, routine files	3 years after audit
236505	2009	General files	3 years after audit
236519	1990-1992	E&M meetings	3 years after audit
236504	2009	Prospects, routine files	3 years after audit
236506	2009	Prospects, routine files	3 years after audit
209521	2009	Prospects, routine files	3 years after audit
236514	2010	FTZ Prospects	3 years after audit
236528	2004-2006	w/s financials	3 years after audit
236509	2009	General files	3 years after audit
209518	2009	Prospects, routine files	3 years after audit
209504	2009	General files	3 years after audit
236511	2009	FTZ Prospects	3 years after audit
209505	2009	General files	3 years after audit
236500	2011	FTZ Prospects	3 years after audit
57849	2000	Deer Island project	3 years after audit
1.11E+08	1993	General files	3 years after audit
30309041	1985-1993	General files	3 years after audit
20709021	1990-1992	General files	3 years after audit
20610036	1990-1992	General files	3 years after audit
57848	2001	BTC Expansion general files	3 years after audit
1.11E+08	2002	General files	3 years after audit
123912	2004	Financials	3 years after audit
123914	1999-2003	non awarded grant applications	3 years after audit

10708039	1993	financial reports	3 years after audit
99628	2002	financial reports	3 years after audit
57846	2001	financial reports	3 years after audit
57842	2000-2001	financial reports	3 years after audit
99626	1996-2001	sales tax reports	3 years after audit
90510012	1994-1995	bank statement copies and backup	5 years
20610032	1994	financial reports	3 years after audit
5387	1999	account payables	3 years after audit
20610030	1993	BTC financials	3 years after audit
5382	1996-1997	financial reports	3 years after audit
99631	2003	financial reports	3 years after audit
208516	2006	billing reports	3 years after audit
99630	2003	financial reports	3 years after audit
123920	2004	financial reports	3 years after audit
123909	2003-2004	financial reports	3 years after audit
99627	2002	financial reports	3 years after audit
132975	2005	financial reports	3 years after audit
132978	1999-2004	financial reports	3 years after audit
208520	2006	billing reports	3 years after audit
132979	1999-2004	billing reports	3 years after audit
75267	2001	financial reports	3 years after audit
5385	1999	financial reports	3 years after audit
75318	1999-2000	Committee meeting minutes	3 years after audit
5383	1996-1997	financial reports	3 years after audit
5370	1999	Prospects, routine files	3 years after audit
5377	1998	Prospects, routine files	3 years after audit
5384	1996-1997	financial reports	3 years after audit
1.11E+08	1970	appraisals	7 years or until superseded
5778	1998	Prospects, routine files	3 years after audit
5373	1990	Prospects, routine files	3 years after audit
5374	1991	Prospects, routine files	3 years after audit
132991	2007	financial reports	3 years after audit
132988	2006	financial reports	3 years after audit
5376	1992	Prospects, routine files	3 years after audit
5381	1995	Prospects, routine files	3 years after audit
5388	1997	financial reports	3 years after audit
5371	1992	Prospects, routine files	3 years after audit
5375	1997	Prospects, routine files	3 years after audit
33679	1995-1996	Prospects, routine files	3 years after audit
5372	1993	Prospects, routine files	3 years after audit
5369	1996	Prospects, routine files	3 years after audit
132910	2007	financial reports	3 years after audit
132909	2007	financial reports	3 years after audit
33683	1999	BTC checks	5 years after fiscal close
99634	2002	BTC checks	5 years after fiscal close
70403010	1969-1972	financial reports	3 years after audit
99722	2000-2001	BTC checks	5 years after fiscal close

208527	2005	Utility invoices	3 years after audit
208514	2005-2006	Bank statements	5 years
75265	2002	Utility invoices	3 years after audit
1.11E+08	2006	BBID projects general files	3 years after audit
20610029	1993	financial reports	3 years after audit
57843	2001	Utility billing reports	3 years after audit

**Harrison County Development Commission Claims**

print date: 4/9/2025

Invoices by Fund

From: 3/1/2025 To: 3/31/2025

**100 Operations Fund-100**

<b>Vendor ID</b>	<b>Vendor Name</b>	<b>Amount</b>
126	AT&T 287296304929	520.17
3181	Balch & Bingham LLP	14,182.00
3057	Billy Thornton, Jr.	80.00
1635	Blue Cross Blue Shield of Miss	5,495.40
989	Brandi Hough	167.30
562	Brian Gollott	40.00
734	Coast Electric	499.21
3220	Coastal Clear Water	66.94
973	Commercial Electric of Long Beach, Inc.	510.00
790	EFTPS	20,213.79
1789	Frank Castiglia, Jr.	40.00
1019	Gary A. Durbin	200.00
3218	Graystone Locksmith	272.86
1107	H & H Lawn Care, LLC	700.00
3054	Industrial Welding Supply of Slidell, LLC DBA Gas and Supply	46.98
1001	James E. Levens, III	80.00
2095	Jason Gibson	129.37
3033	John Carter	40.00
644	Kentwood Springs	157.37
1023	Kim Harper	900.00
1933	Mark Schloegel	80.00
792	MDES	1,507.80
570	Mississippi Power Company	643.05
549	MS Secretary of State	50.00
146	Ms State Tax Commission	2,826.00
2076	MS Valuations, LLC dba Valbridge Property Advisors	950.00
584	Necaise Locksmith Service	165.00
3076	Ollie Bailey Jr.	40.00
960	Performance Tire & Wheel Inc.	12.99
906	Plan House Printing and Graphics, LLP	111.00
225	Public Employees Retirement System	21,782.59
1002	Rip Daniels	40.00

# Harrison County Development Commission Claims

print date: 4/9/2025

Invoices by Fund

From: 3/1/2025 To: 3/31/2025

**100 Operations Fund-100**

Vendor ID	Vendor Name	Amount
3217	Sarah Collin Caranna	141.29
535	Sparklight	205.93
490	The Guardian Life Ins. Co. of	1,281.46
750	Union Auto Parts	84.91
1027	Whitney Bank Credit Card	3,706.17
1069	William Lavers	528.40
2065	Windfield S Swetman, III	120.00
Total for: Operations Fund-100		<b>78,617.98</b>

# Harrison County Development Commission Claims

print date: 4/9/2025

Invoices by Fund

From: 3/1/2025 To: 3/31/2025

## 300 Capital Projects Fund-300

Vendor ID	Vendor Name	Amount
3219	American Ready Mix. LLC	6,541.50
3203	Covington Civil and Environmental LLC	7,101.00
3010	Design Precast & Pipe	1,976.00
3133	Environmental Response Trust	5,203.50
3193	Fair Tide Marine & Construction, LLC	92,296.30
2081	Ferguson Waterworks	40,741.22
3077	Prestige Construction & Land Services, Inc.	2,497.50
3221	Seals Trucking & Dirt Works LLC	14,520.00
3144	Smart Growth America	3,000.00
1050	Warren Paving Inc.	51,682.88
1069	William Lavers	2,000.00
Total for: Capital Projects Fund-300		227,559.90

**Harrison County Development Commission Claims**

Invoices by Fund

From: 3/1/2025 To: 3/31/2025

print date: 4/9/2025

**Grand Total: 306,177.88**

**Harrison County Development Commission Claims**

print date: 4/9/2025

Invoices by Fund

From: 3/1/2025 To: 3/31/2025

**100 Operations Fund-100**

<b>Vendor ID</b>	<b>Vendor Name</b>	<b>Amount</b>
126	AT&T 287296304929	520.17
3181	Balch & Bingham LLP	14,182.00
3057	Billy Thornton, Jr.	80.00
1635	Blue Cross Blue Shield of Miss	5,495.40
989	Brandi Hough	167.30
562	Brian Gollott	40.00
734	Coast Electric	499.21
3220	Coastal Clear Water	66.94
973	Commercial Electric of Long Beach, Inc.	510.00
790	EFTPS	20,213.79
1789	Frank Castiglia, Jr.	40.00
1019	Gary A. Durbin	200.00
3218	Graystone Locksmith	272.86
1107	H & H Lawn Care, LLC	700.00
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2095	Jason Gibson	129.37
3033	John Carter	40.00
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1023	Kim Harper	900.00
1933	Mark Schloegel	80.00
792	MDES	1,507.80
570	Mississippi Power Company	643.05
549	MS Secretary of State	50.00
146	Ms State Tax Commission	2,826.00
2076	MS Valuations, LLC dba Valbridge Property Advisors	950.00
584	Necaise Locksmith Service	165.00
3076	Ollie Bailey Jr.	40.00
960	Performance Tire & Wheel Inc.	12.99
906	Plan House Printing and Graphics, LLP	111.00
225	Public Employees Retirement System	21,782.59
1002	Rip Daniels	40.00

# Harrison County Development Commission Claims

print date: 4/9/2025

Invoices by Fund

From: 3/1/2025 To: 3/31/2025

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**Harrison County Development Commission Claims**

print date: 4/9/2025

Invoices by Fund

From: 3/1/2025 To: 3/31/2025

**300 Capital Projects Fund-300**

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3144	Smart Growth America	3,000.00
1050	Warren Paving Inc.	51,682.88
1069	William Lavers	2,000.00
<b>Total for: Capital Projects Fund-300</b>		<b>227,559.90</b>

**Harrison County Development Commission Claims**

Invoices by Fund

From: 3/1/2025 To: 3/31/2025

print date: 4/9/2025

**Grand Total:** 306,177.88

**Harrison County Development Commission Claims**

print date: 4/9/2025

Invoices by Fund

From: 3/1/2025 To: 3/31/2025

**400 Utilities**

<b>Vendor ID</b>	<b>Vendor Name</b>	<b>Amount</b>
510	All Phase Electric	248.42
110	AT&T	703.74
111	Bay Motor Winding	3,396.00
107	Breaux Services, Inc.	300.00
120	Coast Chlorinator	1,290.50
101	Commercial Electric of Long Beach	4,647.20
451	Continental Utility Solutions, Inc.	3,000.00
580	Ferguson Waterworks	1,780.81
695	Gracen Kostmayer	522.47
541	Harrison County	709.11
548	Harrison County Development Commission	19,325.80
696	Harrison County Utility Authority	7,414.76
210	J. H. Wright & Associates	1,145.00
620	Jack Ferrill's Heavy Equipment	685.75
625	Joseph Higginbotham	2,016.00
126	LNJ Services, Inc.	5,240.00
133	Micro Methods Lab, Inc.	1,024.00
116	Mississippi 811, Inc.	1,430.34
104	Mississippi Power Company	59.31
109	Ms State Tax Commission	4,628.93
686	PF3 Global	1,580.93
231	PVS DX, Inc.	5,669.64
687	Richey Concrete	2,000.00
<b>Total for: Utilities</b>		<b>68,818.71</b>

**Harrison County Development Commission Claims**

print date: 4/9/2025

Invoices by Fund

From: 3/1/2025 To: 3/31/2025

**400 Utilities**

<b>Vendor ID</b>	<b>Vendor Name</b>	<b>Amount</b>
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451	Continental Utility Solutions, Inc.	3,000.00
580	Ferguson Waterworks	1,780.81
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541	Harrison County	709.11
548	Harrison County Development Commission	19,325.80
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625	Joseph Higginbotham	2,016.00
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133	Micro Methods Lab, Inc.	1,024.00
116	Mississippi 811, Inc.	1,430.34
104	Mississippi Power Company	59.31
109	Ms State Tax Commission	4,628.93
686	PF3 Global	1,580.93
231	PVS DX, Inc.	5,669.64
687	Richey Concrete	2,000.00
<b>Total for: Utilities</b>		<b>68,818.71</b>

# **Harrison County Development Commission**

Balance Sheet  
As Of March 31, 2025

Unaudited

## **ASSETS**

Current assets:	
CD Citizens Bank 0611	659,721.85
Cash- CD Hancock-8967	2,569,786.02
Cash-MM Citizens Bank - 224	1,001,126.88
Cash-MM Peoples	163,337.34
Cash-Land Deposit	59,753.28
Cash - Checking	289,531.19
Lease Receivable	3,005,101.00
Prepaid Insurance, Administration	13,223.83
Land-BBID	1,125,873.70
Land-BCP	(0.11)
Land-LBIP	782,919.01
Land - NHCIC	7,516,461.95
Mitigation Credits	933,510.00
Due from W/S	(214.36)
Total current assets	18,120,131.58

Fixed assets:	0.00
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Other assets:	0.00
	18,120,131.58

## **LIABILITIES AND CAPITAL**

Current liabilities:	
Land Deposits and Options	146,404.20
Accounts Payable	404.42
State W/H Payroll Tax, Administration	(0.60)
Retirement Payable - Employee, Administration	35.20
Deferred Comp	60.00
Ms Unemployment Tax, Administration	0.03
Deferred Inflows of Resources-Leases	2,517,433.00
Total current liabilities	2,664,336.25

Long term liabilities:	0.00
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Capital:	
Fund Balance-Administration	765,805.02
Fund Balance	14,156,882.31
Net Income/ (loss) for YTD	533,108.00
Total Capital	15,455,795.33
	18,120,131.58

# Harrison County Development Commission

## Statement of Earnings

3/31/2025

Consolidated

	Current Month	Monthly Budget	Monthly Variance	YTD Total	YTD Budget	YTD Variance	Annual Budget	Total %
Income								
Land Sales	100,000.00	41,666.67	58,333.33	280,000.00	250,000.02	29,999.98	500,000.00	56.00%
Cost of Sales	1,750.00	0.00	1,750.00	17,500.00	0.00	1,750.00	0.00	0.00%
Rental	29,537.72	37,166.67	(7,628.95)	150,358.52	223,000.02	(72,641.50)	446,000.00	33.71%
Lease Purchase	6,241.04	7,083.33	(842.29)	29,302.50	-42,499.98	(13,197.48)	85,000.00	34.47%
Interest	0.00	833.33	(833.33)	30,047.56	4,999.98	25,047.58	10,000.00	30.48%
Interest Income Lease Purchases	1,858.93	2,083.33	(224.40)	11,206.97	12,499.98	(1,293.01)	25,000.00	44.83%
Dredge Disposal	0.00	5,000.00	(5,000.00)	103,194.00	30,000.00	73,194.00	60,000.00	171.99%
KCS Interchange	19,950.00	1,350.00	18,600.00	19,950.00	8,100.00	11,850.00	18,200.00	123.15%
Returns/Reimbursables/Misc.	0.00	1,666.67	(1,666.67)	28,977.58	10,000.02	18,977.56	20,000.00	144.89%
GS1 GCRF 23	0.00	240,000.00	(240,000.00)	0.00	1,440,000.00	(1,440,000.00)	2,880,000.00	0.00%
Cash Earmark	0.00	200,000.00	(200,000.00)	0.00	1,200,000.00	(1,200,000.00)	2,400,000.00	0.00%
County Farm/GST Land Purchase	0.00	12,500.00	(12,500.00)	0.00	75,000.00	(75,000.00)	150,000.00	0.00%
Bulkhead Grant	0.00	0.00	0.00	1,401,103.94	0.00	1,401,103.94	0.00	0.00%
Restore Seaway Rail 2018	0.00	0.00	0.00	361,089.75	0.00	361,089.75	0.00	0.00%
Total Income	150,337.69	549,350.00	(399,012.31)	2,416,980.82	3,296,100.00	(879,109.18)	6,592,200.00	
Staff Expenses								
Payroll	55,744.42	47,916.67	(7,827.75)	332,652.61	287,500.02	(45,152.59)	575,000.00	57.85%
Employee Benefits	4,381.97	4,166.67	(215.30)	24,197.90	25,000.02	(802.12)	50,000.00	48.40%
Payroll Taxes/PERS	15,880.39	13,708.33	(2,172.06)	92,035.15	82,249.98	(9,785.17)	164,500.00	55.95%
Training/Development	0.00	416.67	(416.67)	0.00	2,500.02	2,500.02	5,000.00	0.00%
Auto Expenses	1,000.00	1,166.67	(166.67)	6,000.00	7,000.02	1,000.02	14,000.00	42.86%
Employee Mileage	382.13	500.00	(117.87)	2,154.68	3,000.00	845.32	6,000.00	35.91%
Dues & Memberships	1,126.00	1,250.00	(124.00)	11,500.26	7,500.00	(4,000.26)	15,000.00	76.67%
Employee Bond Insurance	0.00	41.67	(41.67)	175.00	250.02	75.02	500.00	35.00%
Commissioner Expenses	78,514.91	69,166.68	(9,348.23)	468,715.80	415,000.08	(53,715.72)	830,000.00	
Per Diem/Travel	560.00	1,583.33	(1,023.33)	5,160.00	9,499.98	4,339.98	19,000.00	27.16%
Commissioner Bond Insurance	0.00	116.67	(116.67)	700.00	700.02	0.02	1,400.00	50.00%
Professional Services	590.00	1,700.00	(1,140.00)	5,860.00	10,200.00	4,340.00	20,400.00	
Legal	14,182.00	25,000.00	(10,818.00)	116,747.89	150,000.00	33,252.11	300,000.00	38.92%
Auditing/CPA	0.00	2,333.33	(2,333.33)	0.00	13,999.98	13,999.98	26,000.00	0.00%
Building Maintenance	437.86	1,666.67	(1,228.81)	965.68	10,000.02	9,134.34	20,000.00	4.33%
Building Repairs Maintenance	0.00	141.67	(141.67)	825.25	850.02	24.77	1,700.00	48.54%
Garbage Collection	700.00	800.00	(100.00)	5,200.00	4,800.00	(400.00)	9,600.00	54.17%
Lawn Care/Landscaping	900.00	666.67	(233.33)	4,680.00	4,000.02	(679.98)	8,000.00	58.50%
Cleaning Services								

General Insurance Insurance	5450	2,037.88	3,275.01	1,237.15	11,570.93	19,650.06	8,079.13	39,300.00	
		2,203.97	2,916.67	712.70	15,210.82	17,500.02	2,289.20	35,000.00	43.46%
		2,203.97	2,916.67	712.70	15,210.82	17,500.02	2,289.20	35,000.00	
Utilities Electric Telephone/Internet/Cell Phone	5500	1,142.26	1,666.67	524.41	8,774.76	10,000.02	1,225.26	20,000.00	43.87%
	5650	726.10	725.00	(1.10)	4,354.33	4,350.00	(4.33)	8,700.00	50.05%
		1,868.36	2,391.67	523.31	13,129.09	14,350.02	1,220.93	28,700.00	
Office Administration/Management Postage/Shipping Office Supplies Technology and IT Document Storage Contract/Temporary Labor Miscellaneous Expenses Office Purchases less than \$3500 Bank Charge/sh all fees	5750	(181.20)	333.33	514.53	312.21	1,999.98	1,687.77	4,000.00	7.81%
	5800	363.13	1,000.00	636.87	4,028.95	6,000.00	1,973.05	12,000.00	33.56%
	5850	2,275.47	3,333.33	1,067.86	40,203.36	19,999.98	(20,203.38)	40,000.00	100.51%
	5900 100	0.00	100.00	100.00	1,257.38	600.00	(657.38)	1,200.00	104.78%
	6000	0.00	583.33	583.33	0.00	3,499.98	3,499.98	7,000.00	0.00%
	6100 100	0.00	166.67	166.67	126.83	1,000.02	873.19	2,000.00	6.34%
	6150 100	0.00	291.67	291.67	0.00	1,750.02	1,750.02	3,500.00	0.00%
	6200 100	0.00	400.00	400.00	5,461.05	2,400.00	(3,061.05)	4,800.00	113.77%
		2,457.40	6,206.33	3,750.93	51,387.76	37,249.98	(14,137.78)	74,500.00	
	6250 100	0.00	2,500.00	2,500.00	4,234.62	15,000.00	10,765.38	30,000.00	14.12%
	6350	819.39	10,416.67	9,597.28	22,373.74	62,500.02	40,126.28	125,000.00	17.90%
	6400	0.00	1,250.00	1,250.00	50.00	7,500.00	7,450.00	15,000.00	0.33%
	6450 100	0.00	1,250.00	1,250.00	0.00	7,500.00	7,500.00	15,000.00	0.00%
Industrial Park Maintenance Signs/Entrances Rail Crossings Special Areas Grubbing and Clearing Roadway Supplies/Repairs/Parts Grass Cutting	6500 100	0.00	1,666.67	1,666.67	1,255.00	10,000.02	8,745.02	20,000.00	6.28%
	6600 100	0.00	1,666.67	1,666.67	0.00	10,000.02	10,000.02	20,000.00	0.00%
	6650	348.40	6,250.00	5,901.60	7,962.08	37,500.00	29,537.92	75,000.00	10.62%
		1,167.79	25,000.01	23,832.22	35,875.44	150,000.06	114,124.62	300,000.00	
	6675 100	0.00	833.33	833.33	0.00	4,999.98	4,999.98	10,000.00	0.00%
	6680 100	0.00	333.33	333.33	0.00	1,999.98	1,999.98	4,000.00	0.00%
	6685 100	0.00	5,833.33	5,833.33	0.00	34,999.98	34,999.98	70,000.00	0.00%
	6691 100	0.00	3,333.33	3,333.33	0.00	19,999.98	19,999.98	40,000.00	0.00%
	6694 100	0.00	3,333.33	3,333.33	0.00	19,999.98	19,999.98	40,000.00	0.00%
Engineering Services General Special Projects Surveys Wetlands survey/delineation Appraisals	6705 100	27.91	2,916.67	2,888.76	9,795.19	17,500.02	7,704.83	35,000.00	27.99%
	6710 100	0.00	833.33	833.33	3,452.86	4,999.98	1,547.12	10,000.00	34.53%
		27.91	17,416.65	17,388.74	13,248.05	104,499.90	91,251.85	209,000.00	
	6715 100	0.00	333.33	333.33	0.00	1,999.98	1,999.98	4,000.00	0.00%
	6720 100	0.00	416.67	416.67	0.00	2,500.02	2,500.02	5,000.00	0.00%
	6750 100	200.00	1,250.00	1,050.00	5,300.00	7,500.00	2,200.00	15,000.00	35.33%
Bond Payments Capital Purchases/Projects Park Equipment	6760 100	0.00	500.00	500.00	0.00	3,000.00	3,000.00	6,000.00	0.00%
	6775 100	550.00	1,250.00	300.00	1,950.00	7,500.00	5,550.00	15,000.00	13.00%
		1,150.00	3,750.00	2,600.00	7,250.00	22,500.00	15,250.00	45,000.00	
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Capital Purchases/Projects Park Equipment	6790	0.00	8,333.33	8,333.33	0.00	49,999.98	49,999.98	100,000.00	0.00%

Capital/Special Projects		0.00	8,333.33	8,333.33	0.00	49,999.98	49,999.98	100,000.00	
6420 300	Project Sand	0.00	0.00	0.00	2,015.00	0.00	(2,015.00)	0.00	0.00%
6430 300	Project Helio/Curex	0.00	0.00	0.00	17,912.66	0.00	(17,912.66)	0.00	0.00%
6435 300	Project Helio/Curex Blvd	59,829.94	0.00	(59,829.94)	59,829.94	0.00	(59,829.94)	0.00	0.00%
6685 300	Lease payments	5,203.50	5,666.67	463.17	31,221.00	34,000.02	2,779.02	68,000.00	45.91%
6800	Land Purchases	7,101.00	12,500.00	5,399.00	32,101.00	75,000.00	42,899.00	150,000.00	21.40%
6802 300	Cross Duck	0.00	66,666.67	66,666.67	0.00	400,000.02	400,000.02	800,000.00	0.00%
6804 300	County Farm/GST match	0.00	12,500.00	12,500.00	0.00	75,000.00	75,000.00	150,000.00	0.00%
6853	Park Improvements	0.00	625.00	625.00	0.00	3,750.00	3,750.00	7,500.00	0.00%
6870 300	LBIP Park Improvements	0.00	2,083.33	2,083.33	0.00	12,499.98	12,499.98	25,000.00	0.00%
6872 300	Gulfpout Rail	0.00	2,083.33	2,083.33	0.00	12,499.98	12,499.98	25,000.00	0.00%
6873 300	LBIP Road Paving	0.00	2,500.00	2,500.00	0.00	15,000.00	15,000.00	30,000.00	0.00%
6875 300	BBIP Park Improvements	0.00	2,916.67	2,916.67	0.00	17,500.02	17,500.02	35,000.00	0.00%
6876 300	BBIP Corporate Court	0.00	0.00	0.00	1,388.60	0.00	(1,388.60)	0.00	0.00%
6881 300	Ditch Clearing	900.00	4,166.67	3,266.67	900.00	25,000.02	24,100.02	50,000.00	1.80%
6883 300	Consultant 2018 Seaway Rail Restore	3,000.00	3,333.33	333.33	13,500.00	19,999.98	6,499.98	40,000.00	33.75%
6887 300	2018 Restore Seaway Rail	0.00	0.00	0.00	238,048.35	0.00	(238,048.35)	0.00	0.00%
6888 300	GST GCRF 23	0.00	240,000.00	240,000.00	0.00	1,440,000.00	1,440,000.00	2,880,000.00	0.00%
6889 300	GST GCRF 23 match	0.00	60,000.00	60,000.00	0.00	360,000.00	360,000.00	720,000.00	0.00%
6890 300	Crisi earmark match	0.00	50,000.00	50,000.00	0.00	300,000.00	300,000.00	600,000.00	0.00%
6894 300	BP Restore Act Seaway Lead	2,000.00	0.00	(2,000.00)	2,000.00	0.00	(2,000.00)	0.00	0.00%
6895 300	LBIP 'A' Ave Subdivision	0.00	0.00	0.00	1,070.08	0.00	(1,070.08)	0.00	0.00%
6897 300	Bulkhead	149,525.46	100,000.00	(49,525.46)	744,900.61	600,000.00	(144,900.61)	1,200,000.00	62.08%
6899 300	Crisi Earmark	0.00	200,000.00	200,000.00	0.00	1,200,000.00	1,200,000.00	2,400,000.00	0.00%
		227,559.90	765,041.67	537,481.77	1,144,887.24	4,590,250.02	3,445,362.78	9,180,500.00	
Total Expenses		331,730.10	932,533.35	600,803.25	1,883,882.82	5,595,200.10	3,711,317.28	11,190,400.00	
Net Income/ Loss		(172,392.41)	(383,183.35)	210,790.94	533,108.00	(2,299,100.10)	(4,590,426.46)	(4,598,200.00)	

**Harrison County Development Commission**  
**Balance Sheet**  
As Of March 31, 2025

Unaudited

**ASSETS**

Current assets:	
CD Citizens Bank 0611	659,721.85
Cash- CD Hancock-8967	2,569,786.02
Cash-MM Citizens Bank - 224	1,001,126.88
Cash-MM Peoples	163,337.34
Cash-Land Deposit	59,753.28
Cash - Checking	289,531.19
Lease Receivable	3,005,101.00
Prepaid Insurance, Administration	13,223.83
Land-BBID	1,125,873.70
Land-BCP	(0.11)
Land-LBIP	782,919.01
Land - NHCIC	7,516,461.95
Mitigation Credits	933,510.00
Due from W/S	(214.36)
Total current assets	<u>18,120,131.58</u>

Fixed assets:	<u>0.00</u>
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Other assets:	<u>0.00</u>
	<u><u>18,120,131.58</u></u>

**LIABILITIES AND CAPITAL**

Current liabilities:	
Land Deposits and Options	146,404.20
Accounts Payable	404.42
State W/H Payroll Tax, Administration	(0.60)
Retirement Payable - Employee, Administration	35.20
Deferred Comp	60.00
Ms Unemployment Tax, Administration	0.03
Deferred Inflows of Resources-Leases	2,517,433.00
Total current liabilities	<u>2,664,336.25</u>

Long term liabilities:	<u>0.00</u>
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Capital:	
Fund Balance-Administration	765,805.02
Fund Balance	14,156,882.31
Net Income/ (loss) for YTD	533,108.00
Total Capital	<u>15,455,795.33</u>
	<u><u>18,120,131.58</u></u>

# Harrison County Development Commission

Statement of Earnings

3/31/2025

Consolidated

	Current Month	Monthly Budget	Monthly Variance	YTD Total	YTD Budget	YTD Variance	Annual Budget	Total %
<b>Income</b>								
Land Sales	100,000.00	41,666.67	58,333.33	280,000.00	250,000.02	29,999.98	500,000.00	56.00%
Cost of Sales	1,750.00	0.00	1,750.00	1,750.00	0.00	1,750.00	0.00	0.00%
Rental	29,537.72	37,166.67	(7,628.95)	150,358.52	223,000.02	(72,641.50)	446,000.00	33.71%
Lease Purchase	6,241.04	7,083.33	(842.29)	29,302.50	42,499.98	(13,197.48)	85,000.00	34.47%
Interest	0.00	833.33	(833.33)	30,047.56	4,999.98	25,047.58	10,000.00	300.48%
Interest Income: Lease Purchases	1,858.93	2,083.33	(224.40)	11,206.97	12,499.98	(1,293.01)	25,000.00	44.83%
Dredge Disposal	0.00	5,000.00	(5,000.00)	103,184.00	30,000.00	73,184.00	60,000.00	171.96%
KCS Interchange	19,950.00	1,350.00	18,600.00	19,950.00	8,100.00	11,850.00	16,200.00	123.15%
Refunds/Reimbursables/Misc	0.00	1,666.67	(1,666.67)	28,977.58	10,000.02	18,977.56	20,000.00	144.89%
GST GCRF 23	0.00	240,000.00	(240,000.00)	0.00	1,440,000.00	(1,440,000.00)	2,880,000.00	0.00%
Cris Earmark	0.00	200,000.00	(200,000.00)	0.00	1,200,000.00	(1,200,000.00)	2,400,000.00	0.00%
County Fund GST Land Purchase	0.00	12,500.00	(12,500.00)	0.00	75,000.00	(75,000.00)	150,000.00	0.00%
Bulkhead Grant	0.00	0.00	0.00	1,401,103.94	0.00	1,401,103.94	0.00	0.00%
Restore Seaway Rail 2018	0.00	0.00	0.00	381,089.75	0.00	381,089.75	0.00	0.00%
<b>Total Income</b>	<b>159,337.69</b>	<b>549,350.00</b>	<b>(390,012.31)</b>	<b>2,416,990.82</b>	<b>3,296,100.00</b>	<b>(879,109.18)</b>	<b>6,592,200.00</b>	
<b>Staff Expenses</b>								
Payroll	55,744.42	47,918.67	(7,825.75)	332,652.61	287,500.02	(45,152.59)	575,000.00	57.85%
Employee Benefits	4,381.97	4,166.67	(215.30)	24,197.90	25,000.02	(802.12)	50,000.00	48.40%
Payroll Taxes/PEPS	15,880.39	13,708.33	(2,172.06)	92,035.15	82,249.98	(9,785.17)	164,500.00	55.95%
Training/Development	0.00	416.67	(416.67)	0.00	2,500.02	(2,500.02)	5,000.00	0.00%
Auto Expenses	1,000.00	1,166.67	(166.67)	6,000.00	7,000.02	(1,000.02)	14,000.00	42.86%
Employee Mileage	382.13	500.00	(117.87)	2,154.68	3,000.00	(845.32)	6,000.00	35.91%
Dues & Memberships	1,126.00	1,250.00	(124.00)	11,500.26	7,500.00	(4,000.26)	15,000.00	76.67%
Employee Fund Insurance	0.00	41.67	(41.67)	175.00	250.02	(75.02)	500.00	35.00%
<b>Commissioner Expenses</b>	<b>78,514.91</b>	<b>69,166.68</b>	<b>(9,348.23)</b>	<b>468,715.60</b>	<b>415,000.08</b>	<b>(53,715.52)</b>	<b>830,000.00</b>	
Per Diem/Travel	560.00	1,583.33	(1,023.33)	5,160.00	9,499.98	(4,339.98)	19,000.00	27.16%
Commissioner Bond Insurance	0.00	116.67	(116.67)	700.00	700.02	(0.02)	1,400.00	50.00%
<b>Professional Services</b>	<b>560.00</b>	<b>1,700.00</b>	<b>(1,140.00)</b>	<b>5,860.00</b>	<b>10,200.00</b>	<b>(4,340.00)</b>	<b>20,400.00</b>	
Legal	14,182.00	25,000.00	(10,818.00)	116,747.89	150,000.00	(33,252.11)	300,000.00	38.92%
Auditing/CPA	0.00	2,333.33	(2,333.33)	0.00	13,999.98	(13,999.98)	28,000.00	0.00%
<b>Building Maintenance</b>	<b>14,182.00</b>	<b>27,333.33</b>	<b>(13,151.33)</b>	<b>116,747.89</b>	<b>163,999.98</b>	<b>(47,252.09)</b>	<b>328,000.00</b>	
Building Repairs Maintenance	437.86	1,666.67	(1,228.81)	865.68	10,000.02	(9,134.34)	20,000.00	4.33%
Garbage Collection	0.00	141.67	(141.67)	825.25	850.02	(24.77)	1,700.00	48.54%
Lawn Care/Landscaping	706.00	800.00	(94.00)	5,200.00	4,800.00	(400.00)	9,600.00	54.17%
Cleaning Services	900.00	666.67	(233.33)	4,680.00	4,000.02	(679.98)	8,000.00	58.50%

General Insurance	2,037.88	3,275.01	1,237.15	11,570.93	19,650.06	8,079.13	39,300.00	
Insurance	2,203.97	2,916.67	712.70	15,210.82	17,500.02	2,289.20	35,000.00	43.48%
	2,203.97	2,916.67	712.70	15,210.82	17,500.02	2,289.20	35,000.00	
Utilities	1,142.26	1,666.67	524.41	8,774.76	10,000.02	1,225.26	20,000.00	43.87%
Electric	726.10	725.00	(1.10)	4,354.33	4,350.00	(4.33)	8,700.00	50.05%
Telephone/Internet/Cell Phone	1,868.36	2,391.67	523.31	13,129.09	14,350.02	1,220.93	28,700.00	
Office Administration/Management	(181.20)	333.33	514.53	312.21	1,999.98	1,687.77	4,000.00	7.81%
Postage/Shipping	363.13	1,000.00	636.87	4,026.95	6,000.00	1,973.05	12,000.00	33.56%
Office Supplies	2,275.47	3,333.33	1,057.86	40,203.36	19,999.98	(20,203.38)	40,000.00	100.51%
Technology and IT	0.00	100.00	100.00	1,257.38	600.00	(657.38)	1,200.00	104.78%
Document Storage	0.00	0.00	0.00	0.00	3,499.98	3,499.98	7,000.00	0.00%
Contract/Temporary Labor	0.00	583.33	583.33	126.83	1,000.02	873.19	2,000.00	6.34%
Miscellaneous Expenses	0.00	166.67	166.67	0.00	1,750.02	1,750.02	3,500.00	0.00%
Office Purchases less than \$3500	0.00	291.67	291.67	5,461.05	2,400.00	(3,061.05)	4,800.00	113.77%
Bank Charges/fees	0.00	400.00	400.00	51,387.76	37,249.98	(14,137.78)	74,500.00	
	2,457.40	6,208.33	3,750.93	4,234.62	15,000.00	10,765.38	30,000.00	14.12%
Promotional Expenses	0.00	2,500.00	2,500.00	22,373.74	62,500.02	40,126.28	125,000.00	17.90%
SeaForce Intern Program	819.39	10,416.67	9,597.28	50.00	7,500.00	7,450.00	15,000.00	0.33%
Marketing	0.00	1,250.00	1,250.00	0.00	7,500.00	7,500.00	15,000.00	0.00%
Special Projects	0.00	1,250.00	1,250.00	1,255.00	10,000.02	8,745.02	20,000.00	6.28%
Business Retention / Expansion	0.00	1,666.67	1,666.67	0.00	10,000.02	29,537.92	75,000.00	10.62%
Coastal Partnership	0.00	1,666.67	1,666.67	7,962.08	37,500.00	114,124.62	300,000.00	
Local Organization Support	348.40	6,250.00	5,901.60	35,875.44	150,000.06	114,124.62	300,000.00	
Travel Expenses	1,167.79	25,000.01	23,832.22	0.00	4,999.98	4,999.98	10,000.00	0.00%
Industrial Park Maintenance	0.00	833.33	833.33	0.00	1,999.98	1,999.98	4,000.00	0.00%
Signage/Entrances	0.00	333.33	333.33	0.00	34,999.98	34,999.98	70,000.00	0.00%
Rail Crossings	0.00	5,833.33	5,633.33	0.00	19,999.98	19,999.98	40,000.00	0.00%
Spill Areas	0.00	3,333.33	3,333.33	0.00	19,999.98	19,999.98	40,000.00	0.00%
Grubbing and Clearing	0.00	3,333.33	3,333.33	0.00	17,500.02	7,104.83	35,000.00	27.99%
Roads/Drainage	27.91	2,916.67	2,888.76	9,756.19	4,999.98	1,547.12	10,000.00	34.53%
Supplies/Repairs/Parts	0.00	833.33	833.33	3,452.86	104,499.90	91,251.85	209,000.00	
Grass Cutting	27.91	17,416.65	17,388.74	13,248.05	0.00	0.00	0.00	
Engineering Services	0.00	333.33	333.33	0.00	1,999.98	1,999.98	4,000.00	0.00%
General	0.00	416.67	416.67	0.00	2,500.02	2,500.02	5,000.00	0.00%
Special Projects	0.00	1,250.00	1,050.00	5,300.00	7,500.00	2,200.00	15,000.00	35.33%
Surveys	200.00	500.00	500.00	0.00	3,000.00	3,000.00	6,000.00	0.00%
Wetlands survey/delineation	0.00	1,250.00	320.00	1,950.00	7,500.00	5,550.00	15,000.00	13.00%
Appraisals	1,150.00	3,750.00	2,600.00	7,250.00	22,500.00	15,250.00	45,000.00	
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Bond Payments	0.00	8,333.33	8,333.33	0.00	49,999.98	49,999.98	100,000.00	0.00%
Capital Purchases/Projects								
Park Equipment								

	0.00	8,333.33	8,333.33	0.00	49,999.98	49,999.98	100,000.00	
Capital/Special Projects								
Project Sand	0.00	0.00	0.00	2,015.00		(2,015.00)	0.00	0.00%
Project HelloCorex	0.00	0.00	0.00	17,912.66		(17,912.66)	0.00	0.00%
Project HelloCorex Blvd	59,829.94	0.00	(59,829.94)	59,829.94		(59,829.94)	0.00	0.00%
Lease Payments	5,203.50	5,666.67	463.17	31,221.00	34,000.02	2,779.02	68,000.00	45.91%
Land Purchases	7,101.00	12,500.00	5,399.00	32,101.00	75,000.00	42,899.00	150,000.00	21.40%
Cross Dock	0.00	66,666.67	66,666.67	0.00	400,000.02	400,000.02	800,000.00	0.00%
County Farm/GST match	0.00	12,500.00	12,500.00	0.00	75,000.00	75,000.00	150,000.00	0.00%
Park Improvements	0.00	625.00	625.00	0.00	3,750.00	3,750.00	7,500.00	0.00%
LBIP Park Improvements	0.00	2,083.33	2,083.33	0.00	12,499.98	12,499.98	25,000.00	0.00%
LBIP Road Paving	0.00	2,083.33	2,083.33	0.00	12,499.98	12,499.98	25,000.00	0.00%
BBID Park Improvements	0.00	2,500.00	2,500.00	0.00	15,000.00	15,000.00	30,000.00	0.00%
BBID Corporate Court	0.00	2,916.67	2,916.67	0.00	17,500.02	17,500.02	35,000.00	0.00%
Ditch Clearing	800.00	0.00	0.00	1,388.60		(1,388.60)	0.00	0.00%
2018 Restore Seaway Rail	3,000.00	4,166.67	3,266.67	900.00	25,000.02	24,100.02	50,000.00	1.80%
GST GCRF 2/3	0.00	3,333.33	333.33	13,500.00	19,999.98	6,499.98	40,000.00	33.75%
2018 Restore Seaway Rail	0.00	0.00	0.00	234,048.35	0.00	(238,048.35)	0.00	0.00%
GST GCRF 2/3	0.00	240,000.00	240,000.00	0.00	1,440,000.00	1,440,000.00	2,880,000.00	0.00%
Crisi earmark match	0.00	60,000.00	60,000.00	0.00	360,000.00	360,000.00	720,000.00	0.00%
BP Restore Act Seaway Lead	0.00	50,000.00	50,000.00	0.00	300,000.00	300,000.00	600,000.00	0.00%
LBIP A Ave Subdivision	2,000.00	0.00	(2,000.00)	2,000.00	0.00	(2,000.00)	0.00	0.00%
Bulkhead	149,525.46	100,000.00	(49,525.46)	744,900.61	600,000.00	(144,900.61)	1,200,000.00	0.00%
Crisi Earmark	0.00	200,000.00	200,000.00	0.00	1,200,000.00	1,200,000.00	2,400,000.00	62.08%
	227,559.90	765,041.67	537,481.77	1,144,887.24	4,590,250.02	3,445,362.78	9,180,500.00	0.00%
Total Expenses	331,730.10	932,533.35	600,803.25	1,883,882.82	5,595,200.10	3,711,317.28	11,190,400.00	
Net Income/ Loss	(172,392.41)	(383,183.35)	210,790.94	533,108.00	(2,299,100.10)	(4,590,426.46)	(4,598,200.00)	

# **HCDC Water/Sewer**

## **Balance Sheet**

As Of March 31, 2025

**Unaudited**

### **ASSETS**

#### **Current assets:**

Hancock Whitney CD 5405	321,400.15
Cash Checking	1,461,459.61
Accounts Receivable Billed	77,971.04
Allowance for Bad Debts	(17,908.04)
Due to Operations	214.36
LBIP STP	2,010,866.58
A/D LBIP STP	(1,133,935.74)
Construction in Progress	123,512.00
Property & Equipment	62,512.95
Prepaid Insurance	24,009.75
Total current assets	<u>2,930,102.66</u>

#### **Fixed assets:**

0.00

#### **Other assets:**

0.00

2,930,102.66

### **LIABILITIES AND CAPITAL**

#### **Current liabilities:**

Deferred Outflow Pension	(50,267.00)
Accounts Payable Claims	8,152.27
MS Unemployment Tax Administr	92.30
Support payments/garnishments	1,000.00
Compensated Absences	6,873.00
Net Pension Liability	205,434.00
PERS Pension Expense	(27,161.00)
Total current liabilities	<u>144,123.57</u>

#### **Long term liabilities:**

0.00

#### **Capital:**

Fund Balance	2,844,840.14
Net Income/ (loss) for YTD	(58,861.05)
Total Capital	<u>2,785,979.09</u>
	<u>2,930,102.66</u>

# HCDC Water/Sewer

## Statement of Earnings

3/31/2025

Consolidated

		Current Month	Monthly Budget	Monthly Variance	YTD Total	YTD Budget	YTD Variance	Annual Budget	Total %
Income									
Water	7100 400	30,913.45	30,000.00	913.45	187,740.23	180,000.00	7,740.23	360,000.00	52.15%
Sewer	7105 400	48,870.80	45,000.00	4,870.80	301,277.79	270,000.00	31,277.79	540,000.00	55.79%
Fire Protection	7110 400	3,188.00	3,083.33	34.67	19,008.00	18,499.98	508.02	37,000.00	51.37%
Admin Fee	7115 400	9,255.00	3,333.33	921.67	48,227.00	49,999.98	(1,772.98)	100,000.00	48.23%
Sales Tax	7120 400	4,878.83	4,168.87	512.86	28,251.18	25,000.02	3,251.14	50,000.00	56.50%
Connection Fees/Bulk meters	7200 400	0.00	333.33	(333.33)	4,082.77	7,000.02	(5,119.90)	4,000.00	102.07%
Interest Earnings	7300 400	0.00	1,166.87	(1,166.87)	1,880.12	22,500.00	35,375.05	45,000.00	13.43%
Refunds/Miscellaneous/Jail Repairs	7305 400	3,560.00	3,750.00	(190.00)	57,875.05	22,500.00	35,375.05	45,000.00	128.81%
Total Income		101,445.98	95,833.33	5,612.65	648,342.12	574,999.98	73,342.14	1,160,000.00	
Staff Expenses									
Payroll	4000 400	25,231.81	23,918.87	(1,315.14)	150,071.27	143,500.02	(6,571.25)	287,000.00	52.29%
Employee Benefits	4300 400	2,384.89	3,788.67	1,371.78	14,589.99	22,800.02	8,010.33	45,200.00	32.28%
Payroll Taxes/PERS	4350 400	5,137.12	4,833.33	(303.79)	30,213.08	28,999.98	(1,213.10)	58,000.00	52.09%
Employee Mileage	4380 400	0.00	41.87	41.87	159.60	250.02	90.42	500.00	31.92%
		32,753.82	32,558.34	(205.48)	195,033.94	195,350.04	316.10	390,700.00	
Expenses									
Legal	5000 400	0.00	208.33	208.33	0.00	1,248.98	1,248.98	2,500.00	0.00%
Engineer/Services	5100 400	0.00	1,250.00	1,250.00	0.00	7,500.00	7,500.00	15,000.00	0.00%
LBIP Water payable HCUA	5200 400	7,414.78	0.00	(7,414.78)	7,414.78	0.00	(7,414.76)	0.00	0.00%
Personal Protection/Safety	5250 400	273.12	333.33	60.21	573.12	1,399.98	1,426.86	4,000.00	14.33%
General Contract Services	5300 400	0.00	416.87	416.87	0.00	2,500.02	2,500.02	5,000.00	0.00%
Office Supplies	5325 400	97.17	166.87	69.50	1,002.88	1,000.02	(2.84)	2,000.00	50.13%
Postage	5330 400	181.20	250.00	68.80	1,087.20	1,500.00	412.80	3,000.00	36.24%
Sewage Plant Operator	5350 400	2,016.00	2,208.33	192.33	12,098.00	13,249.98	1,153.98	26,500.00	45.65%
Insurance	5400 400	4,001.83	3,308.33	(393.30)	24,009.78	21,649.98	(2,359.80)	43,300.00	55.45%
Software	5900 400	3,000.00	866.87	(2,333.33)	3,816.80	4,000.02	383.42	8,000.00	45.21%
Contract Labor	6040 400	0.00	2,916.87	2,916.87	0.00	17,500.02	17,500.02	35,000.00	0.00%
Fuel	6060 400	708.11	1,666.87	957.56	6,301.22	10,000.02	3,698.80	20,000.00	31.51%
Truck	6070 400	0.00	83.33	83.33	0.00	499.98	499.98	1,000.00	0.00%
Treatment Plants	6310 400	3,658.47	8,888.87	3,008.20	73,608.50	40,000.02	(33,608.48)	80,000.00	92.01%
		21,351.48	20,441.67	(909.79)	129,710.84	122,650.02	(7,060.82)	245,300.00	
Utilities									
Garbage Collection	5450 400	0.00	166.87	166.87	412.88	1,000.02	587.13	2,000.00	20.84%
Telephone	5500 400	703.74	741.87	37.93	4,087.70	4,450.02	362.32	8,900.00	45.93%
Electricity	5550 400	59.31	3,750.00	3,690.69	46,432.98	52,500.00	6,067.04	105,000.00	44.22%
Sales Tax Payments	6150 400	4,628.93	4,333.33	(295.60)	27,951.16	25,999.98	(1,951.18)	52,000.00	53.75%
		5,391.98	13,391.67	8,599.69	78,984.71	83,950.02	5,065.31	167,800.00	
Maintenance & Repairs									
Tap Expense	5600 400	0.00	166.87	166.87	0.00	1,000.02	1,000.02	2,000.00	0.00%
Hydrants/Valves	5650 400	0.00	1,000.00	1,000.00	0.00	6,000.00	6,000.00	12,000.00	0.00%
Sludge Removal	5800 400	2,340.00	2,083.33	(256.67)	13,074.00	12,499.98	(574.02)	25,000.00	52.30%
Testing	6000 400	1,024.00	1,250.00	226.00	6,477.25	7,500.00	1,022.75	15,000.00	43.18%
Parts/Supplies/Chemicals	6050 400	8,584.52	3,333.33	(1,251.19)	58,382.24	49,999.98	(8,382.26)	100,000.00	58.38%
LBIP Maint & Repairs	6075 400	0.00	2,083.33	2,083.33	0.00	12,499.98	12,499.98	25,000.00	0.00%
BID Maint & Repair	6175 400	0.00	2,083.33	2,083.33	881.84	12,499.98	11,518.14	25,000.00	3.93%
Bank Charges	6200 400	0.00	58.33	58.33	0.00	349.98	349.98	700.00	0.00%
		12,948.52	17,058.32	4,109.80	78,895.33	102,349.92	23,454.59	204,700.00	
Capital/Special Projects									
Lift Stations	6300 400	8,330.67	4,166.87	(4,164.00)	29,688.22	25,000.02	(4,688.20)	50,000.00	59.36%
Jail Skimmer	6475 400	1,920.00	2,083.33	163.33	13,440.00	12,499.98	(940.02)	25,000.00	53.76%
Upgrade New Water Meters	6478 400	522.47	0.00	(522.47)	3,881.71	0.00	(3,881.71)	0.00	0.00%
City of Long Beach Utilities	6480 400	0.00	4,400.00	4,400.00	0.00	28,400.00	28,400.00	52,800.00	0.00%
Generators	6500 400	0.00	0.00	0.00	187,981.95	0.00	(187,981.95)	0.00	0.00%
Project Pains	6538 400	0.00	0.00	0.00	2,268.00	0.00	(2,268.00)	0.00	0.00%
Lagoons Drying Beds	6610 400	3,580.93	3,750.00	169.07	7,540.47	22,500.00	14,959.53	45,000.00	16.76%
		14,354.07	14,400.00	45.93	224,878.35	85,400.00	(139,278.35)	172,800.00	
Total Expenses		86,809.85	98,450.00	11,640.15	707,203.17	590,700.00	(116,503.17)	1,181,400.00	
Net Income/Loss		14,636.13	(2,616.67)	17,252.80	(59,861.05)	(15,700.02)	189,845.31	(31,400.00)	

## **HCDC Water/Sewer**

### **Balance Sheet**

As Of March 31, 2025

**Unaudited**

#### **ASSETS**

**Current assets:**

Hancock Whitney CD 5405	321,400.15
Cash Checking	1,461,459.61
Accounts Receivable Billed	77,971.04
Allowance for Bad Debts	(17,908.04)
Due to Operations	214.36
LBIP STP	2,010,866.58
A/D LBIP STP	(1,133,935.74)
Construction in Progress	123,512.00
Property & Equipment	62,512.95
Prepaid Insurance	24,009.75
Total current assets	<u>2,930,102.66</u>

**Fixed assets:**

0.00

**Other assets:**

0.00

2,930,102.66

#### **LIABILITIES AND CAPITAL**

**Current liabilities:**

Deferred Outflow Pension	(50,267.00)
Accounts Payable Claims	8,152.27
MS Unemployment Tax Administr	92.30
Support payments/garnishments	1,000.00
Compensated Absences	6,873.00
Net Pension Liability	205,434.00
PERS Pension Expense	(27,161.00)
Total current liabilities	<u>144,123.57</u>

**Long term liabilities:**

0.00

**Capital:**

Fund Balance	2,844,840.14
Net Income/ (loss) for YTD	(58,861.05)
Total Capital	<u>2,785,979.09</u>
	<u>2,930,102.66</u>

# HCDC Water/Sewer

Statement of Earnings  
3/31/2025  
Consolidated

		Current Month	Monthly Budget	Monthly Variance	YTD Total	YTD Budget	YTD Variance	Annual Budget	Total %
<b>Income:</b>									
Water	7100 400	30,913.45	30,000.00	913.45	187,740.23	180,000.00	7,740.23	360,000.00	52.15%
Sewer	7105 400	49,870.60	45,000.00	4,870.60	301,277.79	270,000.00	31,277.79	540,000.00	55.79%
Fire Protection	7110 400	3,168.00	3,083.33	84.67	19,008.00	18,499.88	508.02	37,000.00	51.37%
Admin Fee	7115 400	9,255.90	8,333.33	921.67	48,227.00	49,999.98	(1,772.98)	100,000.00	48.23%
Sales Tax	7120 400	4,678.83	4,166.67	512.26	28,251.18	25,000.02	3,251.14	50,000.00	56.50%
Connection Fees/Bulk meters	7200 400	0.00	333.33	(333.33)	4,082.77	1,399.98	2,082.79	4,000.00	102.07%
Interest Earnings	7300 400	0.00	1,166.67	(1,166.67)	1,880.12	7,000.02	(5,119.90)	14,000.00	13.43%
Refunds/Miscellaneous/Jail Repairs	7305 400	3,560.00	3,750.00	(190.00)	57,875.05	22,500.00	35,375.05	45,000.00	128.61%
<b>Total Income:</b>		<b>101,445.98</b>	<b>95,833.33</b>	<b>5,612.65</b>	<b>648,342.12</b>	<b>574,999.98</b>	<b>73,342.14</b>	<b>1,150,000.00</b>	
<b>Staff Expenses:</b>									
Payroll	4000 400	25,231.81	23,916.67	(1,315.14)	150,071.27	143,500.02	(6,571.25)	287,000.00	52.29%
Employee Benefits	4300 400	2,394.89	3,798.67	1,371.78	14,589.08	22,800.02	8,010.03	45,200.00	32.28%
Payroll Taxes/PERS	4350 400	5,137.12	4,833.33	(303.79)	30,213.08	28,999.98	(1,213.10)	58,000.00	52.09%
Employee Mileage	4360 400	0.00	41.67	41.67	159.60	250.02	90.42	500.00	31.92%
		<b>32,763.82</b>	<b>32,558.34</b>	<b>(205.48)</b>	<b>195,033.94</b>	<b>195,350.04</b>	<b>316.10</b>	<b>390,700.00</b>	
<b>Expenses:</b>									
Legal	5000 400	0.00	208.33	208.33	0.00	1,249.98	1,249.98	2,500.00	0.00%
Engineer/Services	5100 400	0.00	1,250.00	1,250.00	0.00	7,500.00	7,500.00	15,000.00	0.00%
LBIP Water payable HCUA	5200 400	7,414.76	0.00	(7,414.76)	7,414.76	0.00	(7,414.76)	0.00	0.00%
Personal Protection/Safety	5250 400	273.12	333.33	60.21	573.12	1,999.98	1,426.86	4,000.00	14.33%
Office Supplies	5300 400	0.00	416.67	416.67	0.00	2,500.02	2,500.02	5,000.00	0.00%
General Contract Services	5325 400	97.17	166.67	69.50	1,002.66	1,000.02	(2.64)	2,000.00	50.13%
Postage	5330 400	181.20	250.00	68.80	1,067.20	1,500.00	412.80	3,000.00	36.24%
Sewage Plant Operator	5350 400	2,016.00	2,208.33	192.33	12,066.00	13,249.98	1,153.98	26,500.00	45.55%
Insurance	5400 400	4,001.63	3,808.33	(393.30)	24,006.78	21,649.98	(2,356.80)	43,300.00	55.45%
Software	5900 400	3,000.00	366.67	(2,333.33)	3,616.80	4,000.02	383.42	8,000.00	45.21%
Contract Labor	6040 400	0.00	2,316.67	2,316.67	0.00	17,500.02	17,500.02	35,000.00	0.00%
Fuel	6060 400	709.11	1,666.67	957.56	6,301.22	10,000.02	3,698.80	20,000.00	31.51%
Truck	6070 400	0.00	83.33	83.33	0.00	499.98	499.98	1,000.00	0.00%
Treatment Plants	6310 400	3,658.47	3,888.67	3,008.20	73,606.50	40,000.02	(33,606.48)	80,000.00	92.01%
		<b>21,351.46</b>	<b>20,441.67</b>	<b>(909.79)</b>	<b>129,710.84</b>	<b>122,650.02</b>	<b>(7,060.82)</b>	<b>245,300.00</b>	
<b>Utilities:</b>									
Garbage Collection	5450 400	0.00	166.67	166.67	412.89	1,000.02	587.13	2,000.00	20.64%
Telephone	5500 400	703.74	741.67	37.93	4,087.70	4,450.02	362.32	8,900.00	45.93%
Electricity	5550 400	59.31	8,750.00	8,690.69	40,432.98	52,500.00	6,067.04	105,000.00	44.22%
Sales Tax Payments	6150 400	4,828.93	4,333.33	(295.60)	27,851.16	25,999.98	(1,851.18)	52,000.00	53.75%
		<b>5,391.98</b>	<b>13,991.67</b>	<b>8,599.69</b>	<b>78,884.71</b>	<b>93,950.02</b>	<b>5,065.31</b>	<b>167,900.00</b>	
<b>Maintenance &amp; Repairs</b>									
Tap Expense	5800 400	0.00	166.67	166.67	0.00	1,000.02	1,000.02	2,000.00	0.00%
Hydrants/Valves	5850 400	0.00	1,000.00	1,000.00	0.00	8,000.00	8,000.00	12,000.00	0.00%
Sludge Removal	5800 400	2,340.00	2,083.33	(256.67)	13,074.00	12,489.98	(574.02)	25,000.00	52.30%
Testing	6000 400	1,024.00	1,250.00	226.00	6,477.25	7,500.00	1,022.75	15,000.00	43.18%
Parts/Supplies/Chemicals	6050 400	8,684.52	8,333.33	(1,251.19)	58,362.24	49,999.98	(8,362.26)	100,000.00	58.36%
LBIP Maint & Repairs	6075 400	0.00	2,083.33	2,083.33	0.00	12,489.98	12,489.98	25,000.00	0.00%
BBID Maint & Repair	6175 400	0.00	2,083.33	2,083.33	681.84	12,489.98	11,518.14	25,000.00	3.93%
Bank Charges	6200 400	0.00	58.33	58.33	0.00	349.98	349.98	700.00	0.00%
		<b>12,948.52</b>	<b>17,058.32</b>	<b>4,109.80</b>	<b>78,995.33</b>	<b>102,349.92</b>	<b>23,454.59</b>	<b>204,700.00</b>	
<b>Capital/Special Projects</b>									
Lift Stations	6300 400	8,330.67	4,166.67	(4,164.00)	29,888.22	25,000.02	(4,888.20)	50,000.00	59.38%
Jail Skimmer	6475 400	1,920.00	2,083.33	163.33	13,440.00	12,489.98	(940.02)	25,000.00	53.76%
Upgrade New Water Meters	6479 400	522.47	0.00	(522.47)	3,881.71	0.00	(3,881.71)	0.00	0.00%
City of Long Beach Utilities	6480 400	0.00	1,400.00	1,400.00	0.00	25,400.00	26,400.00	52,900.00	0.00%
Generators	6500 400	0.00	0.00	0.00	187,881.95	0.00	(187,881.95)	0.00	0.00%
Project - Main	6529 400	0.00	0.00	0.00	2,268.00	0.00	(2,268.00)	0.00	0.00%
Lagoons Drying Beds	6510 400	3,580.93	3,750.00	169.07	7,540.47	22,500.00	14,959.53	45,000.00	16.76%
		<b>14,354.07</b>	<b>14,400.00</b>	<b>45.93</b>	<b>224,878.35</b>	<b>96,400.00</b>	<b>(138,278.35)</b>	<b>172,800.00</b>	
<b>Total Expenses:</b>		<b>96,909.85</b>	<b>98,450.00</b>	<b>11,540.15</b>	<b>707,203.17</b>	<b>590,700.00</b>	<b>(116,503.17)</b>	<b>1,181,400.00</b>	
<b>Net Income/Loss</b>		<b>14,536.13</b>	<b>(2,616.67)</b>	<b>17,252.80</b>	<b>(58,861.05)</b>	<b>(15,700.02)</b>	<b>189,845.31</b>	<b>(31,400.00)</b>	



REPLY TO  
ATTENTION OF:

**DEPARTMENT OF THE ARMY**  
U.S. ARMY CORPS OF ENGINEERS, MOBILE DISTRICT  
P.O. BOX 2288  
MOBILE, AL 36628-0001

April 18, 2025

South Mississippi Branch  
Regulatory Division

SUBJECT: Department of the Army Permit Application Number SAM-2023-01097-SMZ, Harrison County Development Commission-County Farm Road Commercial/Industrial Site, Gulfport, Harrison County, MS

Harrison County Development Commission  
ATTN: Mr. Bill Lavers  
12281 Intraplex Parkway  
Gulfport, MS 39503  
Transmitted electronically: [blavers@mscoast.org](mailto:blavers@mscoast.org)

Dear Mr. Lavers:

Reference is made to your application requesting a Department of the Army (DA) permit to construct a mixed-use commercial/industrial park. This project has been assigned file number SAM-2023-01097-SMZ, which should be referred to in all future correspondence with this office. The project is located just east of the intersection of County Farm Road and Interstate 10; within Section 16, Township 7 South, Range 12 West; Latitude 30.422299° North and Longitude -89.183375° West; in Gulfport, Harrison County, MS.

Based on our review of your application, we have determined your application is not complete. In order for us to process the application and issue a public notice, you will need to provide the following additional information within 30 days of the date of this letter:

- a. Provide the "preferred" alternative for the proposed project. Currently, two (2) layouts for the project are proposed. One of the layouts may be used in the formation of your alternatives analysis (discussed below). Keep in mind, that in accordance with the Guidelines in 40 CFR 230.10(a), a permit cannot be issued if a practicable alternative exists that would have less adverse impact on the aquatic ecosystem (known as the Least Environmentally Damaging Practicable Alternative [LEDPA]), provided that the LEDPA does not have other significant adverse environmental consequences to other natural ecosystem components.
- b. Provide the quantity (cubic yards) and source of fill material to be discharged (e.g. on-site, commercial source, specific off-site location).

- c. Provide cross-section drawings for the proposed buildings, walking track, and stormwater features.

In addition to the above-listed information requested for a complete application, there is additional information listed below, which will be needed to complete our overall review of the subject application, but is not required at this time to issue a public notice:

- d. Provide a list of wetland impacts and quantities associated with each proposed activity: roads/parking areas, building pads/foundations, walking track, stormwater features, etc.
- e. Provide drawings of the proposed site plan overlain on the wetland delineation map clearly showing all buildings, parking areas, stormwater features, and wetland impacts.
- f. Identify any "other waters" on-site in addition to the wetlands indicated from the March 2020 wetland delineation included in the permit application. The USGS National Hydrography Dataset (NHD) map shows possible stream and/or ditch features in addition to the delineated wetlands at the site.
- g. Provide a revised alternatives analysis which fully addresses the requirements of the CWA Section 404(b)(1) Guidelines and NEPA. The analysis should clearly list and define all site selection and design criteria (with specific thresholds or quantities) by which each alternative is evaluated for practicability. The narrative description and evaluation of each alternative must consistently address all selection criteria. The analysis should be commensurate with the scale of the project impacts and should include a comparison table/matrix summarizing the alternatives, with each criterion evaluated for practicability in terms of pass/fail, yes/no, or other pre-defined threshold.
- h. On-site Alternatives:
  - i. Provide further explanation of how impacts associated with the proposed activity have been avoided and minimized. For example: Can number of parking spaces be reduced? Is the walking track an essential part of the development? Is the size of the detention pond commensurate with the associated impacts? (see "selection and design criteria" in Item "g" above)
  - ii. Please explain why these mixed-use (industrial/commercial) projects need to be co-located at this site. It appears that these elements have independent purposes and needs and may not necessarily need to be located adjacent to each other in order to function.

- iii. The submitted alternatives analysis states that reduction of impacts by decreasing number and/or footprint of buildings was not financially feasible. How was it determined what size development would be needed for the development to be financially feasible/beneficial? (see "selection and design criteria" in Item "g" above)
- i. Off-site Alternatives:
  - i. Provide the additional off-site locations considered for the project, as noted in the application. Include maps, site descriptions, and the comparison matrix/table mentioned in Item "g" above.
  - ii. There appear to be adjacent parcels to the east which are owned by or potentially available to the applicant. Please include an additional off-site alternative which evaluates use of these areas in addition to the preferred location/alternative.
- j. Provide a revised Phase I Cultural Resources Assessment (CRA) which includes a more detailed description of site conditions. Specifically, include additional information supporting the determination that some areas of the site were too wet to survey. Provide additional environmental and historic meeting State standards. Upon receipt of a revised CRA, the Mobile District will initiate consultation with the Mississippi Department of Archives and History, in accordance with Section 106 of the Historic Preservation Act.
- k. The proposed activity will require Clean Water Act Section 401 Water Quality Certification from the Mississippi Department of Environmental Quality (MDEQ). Applicants are responsible for submitting a pre-filing meeting request to MDEQ at least 30 days prior to requesting 401 Water Quality Certification. MDEQ has established a portal for submission of pre-filing meeting requests at <https://www.mdeq.ms.gov/permits/environmental-permits-division/about-epd/401-water-quality-certification/prefiling-meeting/>. The Water Quality Certification process must be completed prior to issuance of a Department of the Army Section 404 CWA authorization.

No further action will be taken on this application until we receive the requested information for a complete application (Items "a" through "c"). You may provide the additional information to me by email or by mail to the letterhead address. If the requested information is not received by **May 18, 2025**, we will assume that you have no further interest in obtaining a DA permit and the application will be considered withdrawn.

A copy of this correspondence is being provided to your agent, Covington Civil & Environmental, Attention: Ms. Rachel Kistler at [rachel@ccellc.us](mailto:rachel@ccellc.us); the Mississippi

Department of Environmental Quality, Attention: Ms. Carrie Barefoot at [cbarefoot@mdeq.ms.gov](mailto:cbarefoot@mdeq.ms.gov); and the Mississippi Department of Marine Resources, Attention: Ms. Willia Brantley at [willa.brantley@dmr.ms.gov](mailto:willa.brantley@dmr.ms.gov).

Please contact me at 251-387-1066, or by e-mail at [Gregory.s.christodoulou@usace.army.mil](mailto:Gregory.s.christodoulou@usace.army.mil), if 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](http://www.sam.usace.army.mil/Missions/Regulatory.aspx).

Sincerely,

Greg Christodoulou  
Project Manager  
Regulatory Division  
Mobile District











# BOC 3-19 Minutes

Final Audit Report

2025-05-15

Created:	2025-05-15
By:	Victoria Neal (vneal@balch.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3EjBzJouzcnT2O9wf7NGeNvbkh2Xte6g

## "BOC 3-19 Minutes" History

-  Document created by Victoria Neal (vneal@balch.com)  
2025-05-15 - 9:42:57 PM GMT- IP address: 4.14.18.135
-  Document emailed to bthornton71160@gmail.com for signature  
2025-05-15 - 9:44:30 PM GMT
-  Email viewed by bthornton71160@gmail.com  
2025-05-15 - 9:59:19 PM GMT- IP address: 172.225.216.107
-  Signer bthornton71160@gmail.com entered name at signing as Billy Thornton  
2025-05-15 - 10:00:27 PM GMT- IP address: 67.20.0.185
-  Document e-signed by Billy Thornton (bthornton71160@gmail.com)  
Signature Date: 2025-05-15 - 10:00:29 PM GMT - Time Source: server- IP address: 67.20.0.185
-  Document emailed to windy@swetmansecurity.com for signature  
2025-05-15 - 10:00:32 PM GMT
-  Email viewed by windy@swetmansecurity.com  
2025-05-15 - 10:03:00 PM GMT- IP address: 174.126.106.90
-  Signer windy@swetmansecurity.com entered name at signing as Windy Swetman, III  
2025-05-15 - 10:33:12 PM GMT- IP address: 69.197.194.205
-  Document e-signed by Windy Swetman, III (windy@swetmansecurity.com)  
Signature Date: 2025-05-15 - 10:33:14 PM GMT - Time Source: server- IP address: 69.197.194.205
-  Agreement completed.  
2025-05-15 - 10:33:14 PM GMT