



PLANNING & ZONING COMMISSION MEETING

Tuesday, August 27, 2024 at 6:00 PM

Agenda

1. **Call to Order**
2. **Opening Prayer and Pledge of Allegiance**
3. **Consideration and Approval of Minutes**
 - A) July 23, 2024 Planning And Zoning Meeting Minutes
4. **New Site Plan Considerations**
 - A) Discussion and Consideration of The Oaks Site Plan
 - B) Discussion and Consideration of Sowell Road Liquor Store Conditional Use
 - C) Discussion and Consideration of Bear Creek Water Conditional Use
 - D) Discussion and Consideration of Wellspring Church Conditional Use
5. **Request for Rezoning**
 - A) Discussion and Consideration of Application for Rezoning, Ferrous Processing and Trading Company, 082E-15-037/00.00 and 082E-15-038/00.00 (R-1 to I-2)
6. **New Business**
 - A) Election of Officers
7. **Next Meeting**
 - A) The Next Planning And Zoning Meeting Will Be Held On September 24, 2024
8. **Adjourn**

**MINUTES OF THE REGULAR MEETING
OF THE PLANNING AND ZONING COMMISSION
OF THE CITY OF GLUCKSTADT, MISSISSIPPI**

A regular meeting of the Planning and Zoning Commission of the City of Gluckstadt, Mississippi (“the Board”), was duly called, held, and conducted on Tuesday, July 23, 2024, at 6:00 p.m. at Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt, Madison County, Mississippi.

The following members were present, to-wit:

Sam McGaugh (Chairman)
Melanie Greer (Vice-Chairwoman)
Tim Slattery
Phillips King
Andrew Duggar
Katrina B. Myricks

Absent:

Kayce Saik

Also present:

Zachary L. Giddy, Attorney
William Hall, City of Gluckstadt

Chairman Sam McGaugh called the meeting to order. Roll was called and it was announced that a majority of the voting members of the Board were present, and that said number constituted a quorum.

Chairman McGaugh opened the meeting with prayer and led the Pledge of Allegiance.

All members of the Board present acknowledged receipt of the agenda and the agenda was as follows:

- 1. Call to Order**
- 2. Opening Prayer and Pledge of Allegiance**
- 3. Consideration and Approval of Minutes**

A) June 25, 2024 Planning and Zoning Meeting Minutes

4. Request for Rezoning

A) Public Hearing & Consideration of Application for Rezoning, K&S Warren Properties, LLC, 217 Weisenberger Road (R-1 to C-2)

5. New Business

6. Next Meeting

A) The Next Planning and Zoning Meeting Will Be Held on August 27, 2024.

7. Adjourn

The Board considered the Minutes of the June 25, 2024, regular meeting. Commissioner Katrina Myricks moved to approve the minutes presented as written. The motion was seconded by Commissioner Tim Slattery and approved unanimously by all present Commissioners. The Chairman declared the motion carried.

**Public Hearing for Application for Rezoning
for K&S Warren Properties, LLC**

The next matter of business brought for consideration is the Application for Rezoning for K&S Warren Properties, LLC for property located at 217 Weisenberger Road (R-1 to C-2) in the City of Gluckstadt and identified by Tax Parcel No. 082H-27-003/01.02 and 082H-28-014/01.02. The subject property is presently zoned R-1 Single Family Residential Estate District and applicant is seeking to rezone the subject property to C-2 Highway Commercial District with plans to construct a sports complex on the property. William Hall presented the application, recommended approval, and noted that notice was posted on the property and published in the newspaper in the time required by law. Mr. Hall further stated that he received one inquiry as to the nature of the rezoning. See Affidavit of Publication attached hereto as “Exhibit A.”

Don McGraw appeared on behalf of the application to rezone from R-1 to C-2. Mr. McGraw stated there has been a change in the character of the neighborhood because surrounding properties are C-2 and there is a public need for a sports complex.

Stuart Warren, the applicant appeared and stated he believes there is a public need for the sports complex with baseball/softball fields and an aquatic center. Mr. Warren stated that Mississippi lacks facilities for swimming. He further stated that the current residential classification is not the best use because the property is surrounded by commercial development and railroad tracts run along the rear of the property.

Jonathan Kizer of Kizer Traffic did a traffic study and recommended right-in/right-out because of location and proximity of railroad tracks.

Ron McMaster discussed plans for flood plain.

Opposition was given an opportunity to respond.

Jason Denman appeared and spoke in opposition of the application. Mr. Denman stated he wants a sports complex, but is concerned the facility in this area because of traffic on Hwy. 51 and Weisenberger Road. If the property is not developed then the city is left with a C-2 zoning property that can lead to anything being built there. He further stated that he is also concerned with the effect on property values of surrounding neighborhoods.

Tammy McCollough appeared and spoke in opposition on behalf of the Wildwood Homeowner's' Association. Ms. McCollough raised the question of whether financing has been acquired. The applicant did not want to discuss at this time. Ms. McCollough stated that the character of the neighborhood has not changed to allow a sports complex, although there is C-2 zoning in the area. She stated the access is across from Wildwood Subdivision and she is concerned with traffic issues. Mr. Kizer advised purpose of access across from Wildwood is so that a traffic signal could be placed at that intersection. Ms. McCollough stated she has further concerns about light pollution and she believes questions still need to be answered and ask that the rezoning be put on hold to have those questions answered.

Patty Darbonne, Wildwood Subdivision resident appeared and asked if the property is rezoned and the development is not built, can the zoning be changed back to R-1. Can it be changed back to R-1 with another rezoning.

Dr. Nikitra Burse, a Twin Cedars resident appeared and spoke in opposition stating she has traffic concerns regarding the facility increasing traffic flows during peak hours and wants to know the benefit to local neighborhoods.

Harrison Darbonne, a resident of the Wildwood Subdivision appeared and spoke in opposition stating he has concerns regarding the traffic and drainage.

Andrew Gunner, a resident of the Wildwood Subdivision appeared and spoke in opposition and stated he has concerns with the impact on residents with the construction traffic.

Lorenzo Lloyd, a resident of the Wildwood Subdivision appeared and spoke in opposition. He asked if an entrance could be placed onto Parkway East.

Questions were raised as to whether there was any other zoning classification.

There was also no one present in support other than the Petitioner.

Chairman Sam McGaugh closed the Public Hearing and called for a vote on the Application. On motion by Commissioner Phillips King and seconded by Commissioner Melanie Greer, the Board present voted unanimously to recommend to the Mayor and Board of Aldermen that they approve the rezoning to rezone the subject property from R-1 Single-Family Residential Estate District to C-2 Highway Commercial District, finding that there was a both a

change in character of the neighborhood and a public need. The Chairman declared the motion carried.

OLD BUSINESS

None.

NEW BUSINESS

None.

There was no further business to be presented.

ADJOURN

Commissioner Andrew Duggar moved that the meeting be adjourned. The motion was seconded by Commissioner Katrina Myricks and approved unanimously by all present Commissioners. The Chairman declared the Motion carried.

WITNESS OUR HANDS, this the _____ day of _____, 2024.

SAM McGAUGH, Chairman

MELANIE GREER, Vice Chairman/Secretary

City of Gluckstadt

Application for Site Plan Review

Subject Property Address: Section 9, T8N-R2E Calhoun Station Parkway Gluckstadt, MS 39110

Parcel #: 082B-09 -002/04.00,
See attached Legal Description "Tract A"

Owner: CPOR REL LLC

Applicant: CPOR REL LLC

Address: 282 Lake Village Dr
Madison MS 39110

Address: 282 Lake Village Dr
Madison MS 39110

Phone #: (601)955-7911

Phone #: (601) 955-7911

E-Mail: jrphilli7669@gmail.com

E-Mail: jrphilli7669@gmail.com

Current Zoning District: C-2 with Conditional Use for Personal Care Home- Assisted Living

Acreage of Property (If applicable): 5.00 acres

Use sought of Property: Personal Care Home- Assisted Living

Requirements of Applicant:

1. Copy of written legal description.
2. Site Plan as required in Sections 807-810 of City of Gluckstadt Zoning Ordinance
3. Color Rendering & Elevations at time of submittal

Requirements for Site Plan Submittal (Refer to Section 807, Gluckstadt Zoning Ordinance)

Nine (9) copies of the site plan shall be prepared and submitted to the Zoning Administrator. Digital copies are acceptable. Three (3) hard copies are required.

Site Plan Specifications (Section 809, Zoning Ordinance)

- A. Lot Lines (property lines)
- B. Zoning of the adjacent lots
- C. The names of owners of adjacent lots
- D. Rights of way existing and proposed streets, including streets shown on the adopted Throughfares plan
- E. Access ways, curb cuts, driveways, and parking, including number of parking spaces to be provided
- F. All existing and proposed easements
- G. All existing and proposed water and sewer lines. Also, the location of all existing and proposed fire hydrants.
- H. Drainage plan showing existing and proposed storm drainage facilities. The drainage plan shall indicate adjacent off site drainage courses and projected storm water flow rates from off-site and on-site sources.

- I. Contours at vertical intervals of five (5) feet or less.
- J. Floodplain designation, according to FEMA Maps.
- K. Landscaped areas and planting screens.
- L. Building lines and the locations of all structures, existing and proposed
- M. Proposed uses of the land and buildings, if known
- N. Open space and recreation areas, where required.
- O. Area in square feet, and/or square acres of parcel
- P. Proposed gross lot coverage in square feet
- Q. Number and type of dwelling units where proposed
- R. Location of sign structures and drawings. (Section 701)
- S. Location of garbage dumpster and enclosure. (Section 406.06)
- T. Any other data necessary to allow for a through evaluation of the proposed use, including a traffic study.

Applicant shall be present at the monthly meeting of the Planning and Zoning Commission when site plan is on the agenda for consideration; additionally, applicant shall be present at the Mayor and Board of Alderman meeting when the site plan is on the agenda for final approval.

Applicant is responsible for complying with all applicable requirements of the Gluckstadt Zoning Ordinance.

Site Plans shall be submitted by the 5:00 pm on the 5th day of the month, immediately preceding the next regular meeting of the Planning and Zoning Commission. No Exceptions.

Once submitted to the Planning & Zoning Administrator for approval to add to the Planning and Zoning Commission's agenda, no amendments or changes shall be made to the site plan. If you wish to submit changes, you will be required to resubmit by the 5th of the following month for the next monthly meeting of the Planning and Zoning Commission.

Attestation: By signing this application, the applicant agrees to all the terms and conditions laid out in this document. Approval of site plan is subject to Board approval.


 Applicant Signature

7-31-2024
 Date

CITY OF GLUCKSTADT BUILDING DEPARTMENT
OFFICE USE ONLY

Date Received: _____

Application Complete & Approved to Submit to P&Z Board (please check):

Yes _____ No _____

Signature: _____
 Planning & Zoning Administrator (or Authorized Representative)

Legal Description
Tract A

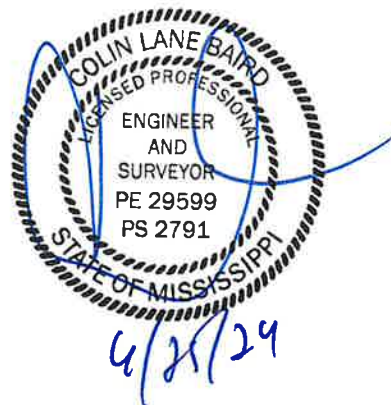
A parcel or tract of land, containing 5.00 acres, more or less, lying and being situated in the SW ¼ and the NW ¼ of Section 9, T8N-R2E, Madison County, Mississippi, being a part of the Third Floor Investments, LLC property as described in Deed Book 3532 at Page 390 of the Records of the Office of the Chancery Clerk of said Madison County, at Canton, Mississippi, and being more particularly described as follows:

COMMENCING at a found concrete monument lying at the SE corner of the SW ¼ of said Section 9, T8N-R2E, Madison County, Mississippi and run thence North 00 degrees 15 minutes 21 seconds West for a distance of 2,971.32 feet to ½” iron rebar found marking the southeast corner of the Third Floor Investments, LLC property as described in Deed Book 3532 at Page 390 of the Records of the Office of the Chancery Clerk of said Madison County, at Canton, Mississippi marking the Point of Beginning of the tract herein described:

From the Point of the Beginning thence run South 89 degrees 51 minutes 57 seconds West for a distance of 693.99 feet to ½” iron rebar found on the east right-of-way line of Calhoun Station Parkway; thence run North 00 degrees 17 minutes 41 seconds West, along said right-of-way line, for a distance of 313.83 feet to ½” iron rebar set on the east right-of-way line of Calhoun Station Parkway; thence leave said right-of-way line and run North 89 degrees 51 minutes 57 seconds East for a distance of 694.58 feet to ½” iron rebar set; thence run South 00 degrees 11 minutes 16 seconds East for a distance of 313.83 feet back to the Point of Beginning.

Prepared by:

Colin L. Baird
Baird Engineering, Inc.
Clinton, Mississippi



Legal Description
Tract B

A parcel or tract of land, containing 5.00 acres, more or less, lying and being situated in the SW ¼ and the NW ¼ of Section 9, T8N-R2E, Madison County, Mississippi, being a part of the Third Floor Investments, LLC property as described in Deed Book 3532 at Page 390 of the Records of the Office of the Chancery Clerk of said Madison County, at Canton, Mississippi, and being more particularly described as follows:

COMMENCING at a found concrete monument lying at the SE corner of the SW ¼ of said Section 9, T8N-R2E, Madison County, Mississippi and run thence North 00 degrees 15 minutes 21 seconds West for a distance of 2,971.32 feet to ½” iron rebar found marking the southeast corner of the Third Floor Investments, LLC property as described in Deed Book 3532 at Page 390 of the Records of the Office of the Chancery Clerk of said Madison County, at Canton, Mississippi; thence run North 00 degrees 11 minutes 16 seconds West for a distance of 313.83 feet to ½” iron rebar set marking the Point of Beginning of the tract herein described:

From the Point of the Beginning thence run South 89 degrees 51 minutes 57 seconds West for a distance of 694.58 feet to ½” iron rebar set on the east right-of-way line of Calhoun Station Parkway; thence run North 00 degrees 17 minutes 41 seconds West, along said right-of-way line, for a distance of 100.58 feet to ½” iron rebar set on the east right-of-way line of Calhoun Station Parkway; thence run North 89 degrees 42 minutes 19 seconds East, along said right-of-way line, for a distance of 15.00 feet to ½” iron rebar set on the east right-of-way line of Calhoun Station Parkway; thence run North 00 degrees 17 minutes 41 seconds West, along said right-of-way line, for a distance of 217.08 feet to ½” iron rebar set on the east right-of-way line of Calhoun Station Parkway; thence leave said right-of-way line and run North 89 degrees 48 minutes 46 seconds East for a distance of 680.17 feet to ½” iron rebar set; thence run South 00 degrees 11 minutes 16 seconds East for a distance of 318.32 feet back to the Point of Beginning.

Prepared by:

Colin L. Baird
Baird Engineering, Inc.
Clinton, Mississippi





HALL ENGINEERING, LLC

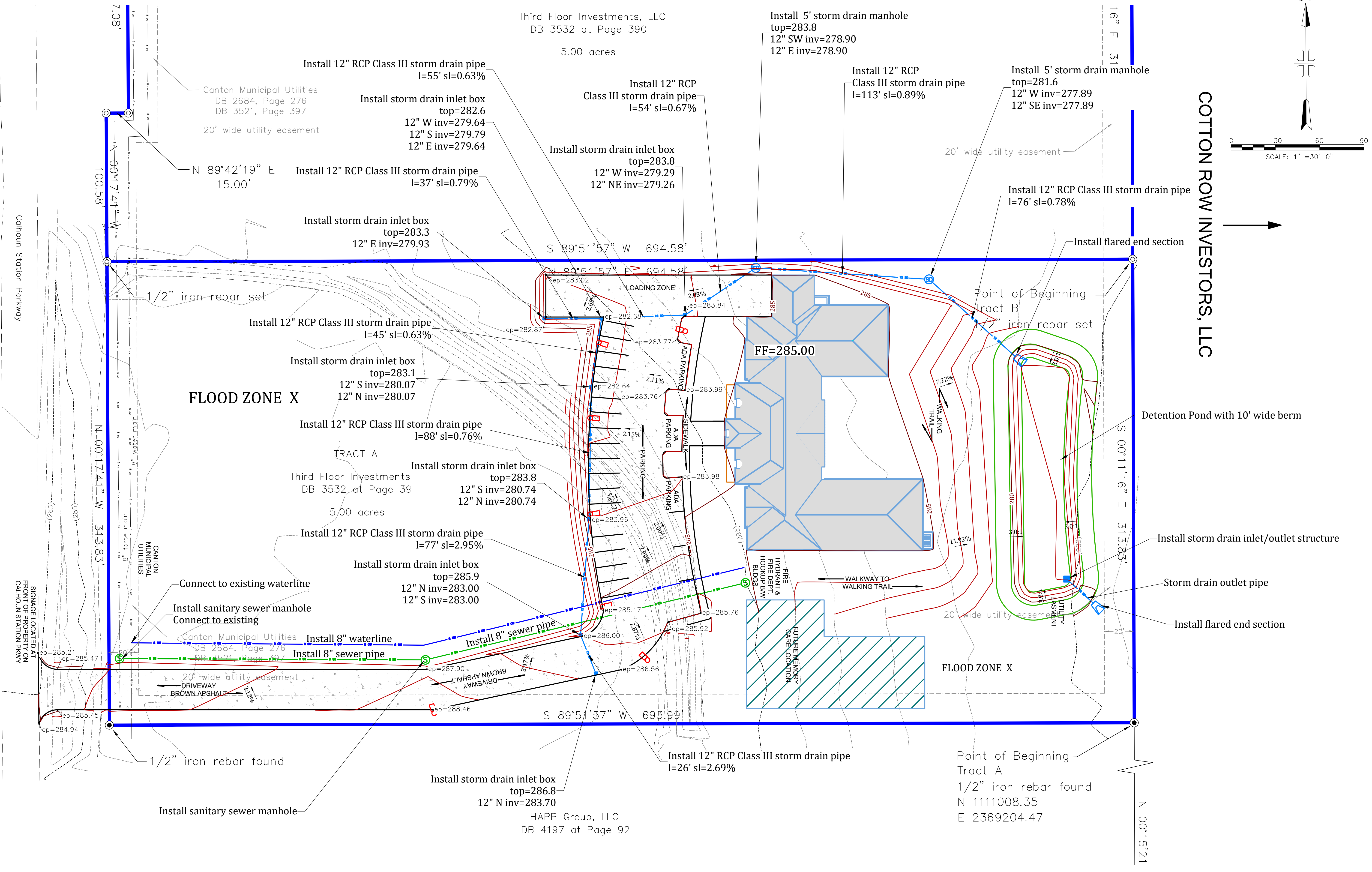
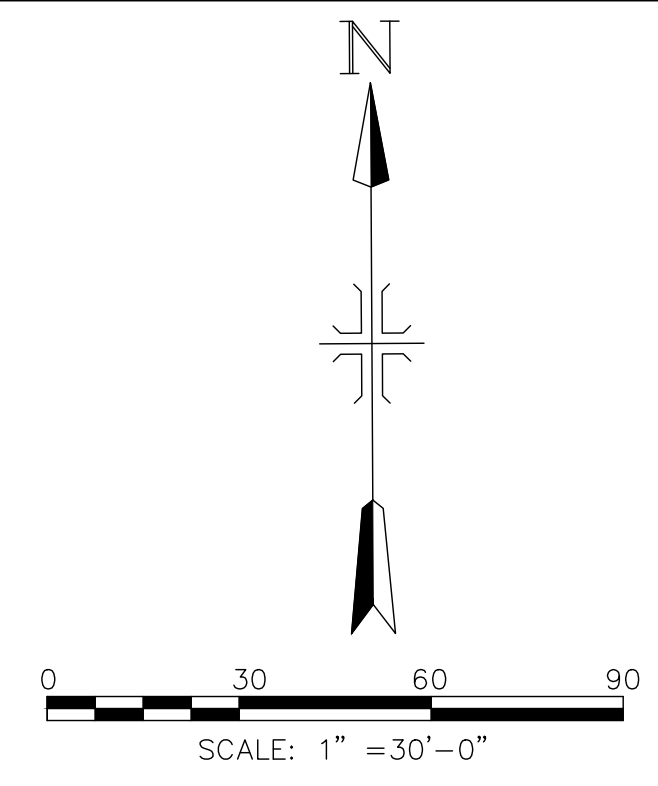
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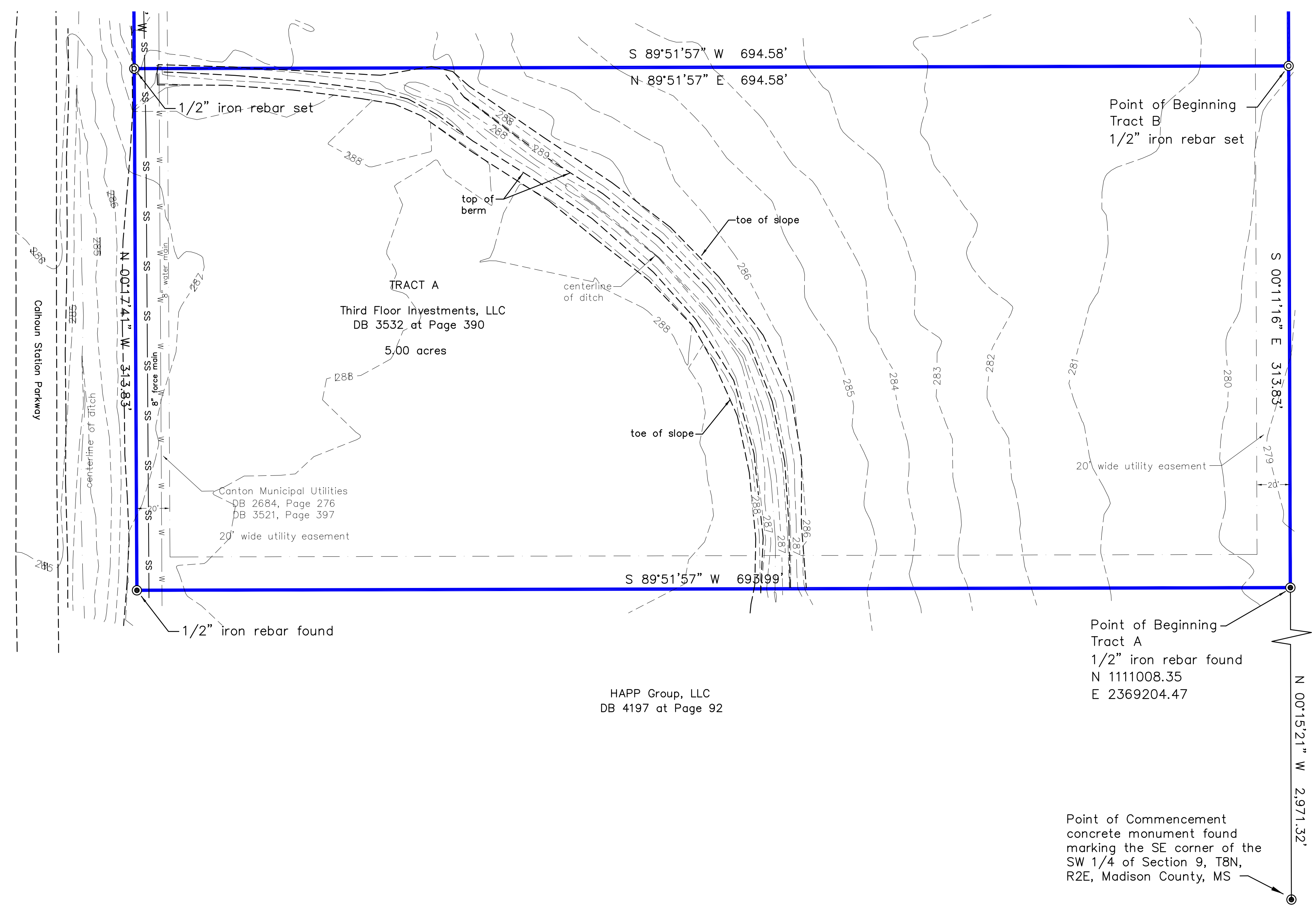
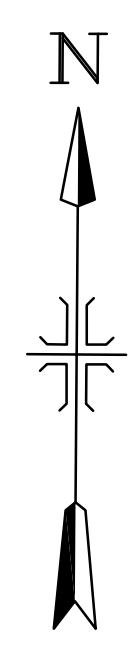
OAKS RESIDENCE
PERSONAL CARE ASSISTED LIVING
GLUCKSTADT, MISSISSIPPI
GRADING & UTILITY PLAN

SYMBOL	REVISIONS	DATE
	DESCRIPTION	

DRAWN	DESIGN	CHECK	SUBMIT	SCALE	PLOTTED
JLS	MH	MH	07-31-24	1"=30'	



DEVELOPER:



Date of field survey: July 11, 2024.

Basis of Bearing: the bearings on this plat are based on and referenced to the Mississippi State Plane Coordinate System Grid North (NAD83–West Zone) as derived using RTK GPS observations using Cors Stations MSJK and MSYZ. Convergence Angle = N 00°07'37" W Combined Factor = 1.00005734779172 (Grid to Ground) (Computed at N=1111008.35, E=2369204.47)

Subject property is located in Flood Zone X according to the FIRM Map for Madison County (280228), map reference 28089 C 415F, effective date March 17, 2010

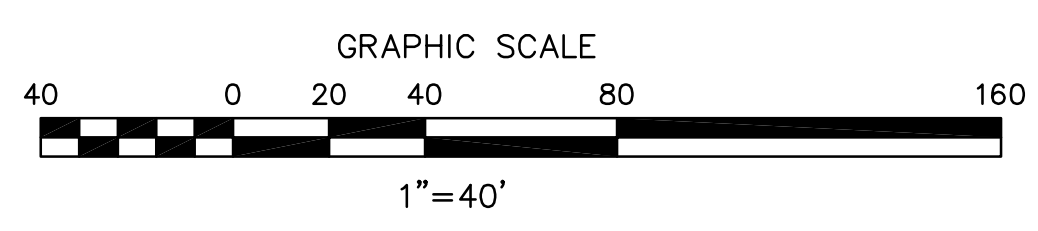
Class "B" survey in accordance with the minimum standards for land surveying in the State of Mississippi.

Reference: Plat by McMasters and Associates dated July 77, 2017.

This boundary and topographic survey was performed and this plat was prepared by Baird Engineering, Inc. 506 Jefferson Street, Clinton, MS 39056 Phone: (601) 925-5015

This survey is considered valid only when original seal and signature of surveyor of record is affixed hereto.

I, Colin L. Baird, do hereby certify that the features depicted on this plat are a correct representation of the conditions as they existed on July 11, 2024.



LEGEND			
	CABLE PEDESTAL		FIRE HYDRANT
	UTILITY POLE		TELEPHONE PEDESTAL
	GAS VALVE		SIGN
	WATER VALVE		STORM INLET
	1/2" IRON REBAR FOUND		SAN. SEWER MANHOLE
	1/2" IRON REBAR SET (18" long)		SOIL BORING
	LIGHT POLE		SAN. SEWER
	WATER METER		GAS LINE
	SEWER CLEANOUT		UNDERGROUND TELECOMMUNICATION
	POWER METER		CONTOURS
	GAS METER		OVERHEAD POWER
	PINE TREE		UNDERGROUND ELECTRIC
	12" PINE TREE		WATER MAIN
	WATER METER		OAK TREE
			AIR CONDITION UNIT

No.	Revisions:	By:	Date:

BAIRD ENGINEERING, INC.
506 Jefferson Street, Clinton, MS 39056
Phone: (601) 925-5015
www.bairdeng.com

Project No.: # 4919(4868)
Date: 07/11/2024
Scale: 1" = 40'
Designed By: CLB
Reviewed By: CLB

TOPOGRAPHIC SURVEY
JAMES PHILLIPS
GLUCKSTADT, MISSISSIPPI

0.0



Flynn Designs
8903 Jefferson Hwy
River Ridge LA, 70123
504.667.3837

The Oaks Residence

Personal Care Assisted Living Tract A Gluckstadt, MS

Sheet Index

- A-1 Title Sheet
- A-1.2 Landscaping Plan
- A-1.3 Reference Images
- A-1.4 Existing Contour Plan
- A-1.5 Proposed Grading
- A-1.6 Flood Hazard Map
- A-2 Floor Plans
- A-4 Elevations
- A-4.1 Elevations
- A-4.2 3D Render

Square Footage

First Floor Living: 11,550 SQFT
Port Cochere: 550 SQFT
Porches: 718 SQFT

Total Living: 11,550 SQFT
Total Gross Lot Coverage: 12,818 SQFT

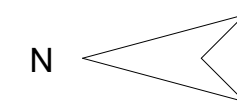
Parcel Acreage: APPROX. 5 ACRES

Total Parcel Area: 217,887 SQFT

Program Information:

Proposed Use: Personal Care Assisted Living
Number / Type of Units: 15 Assisted Care
Percentage of Lot Developed For This Use: 5.9%

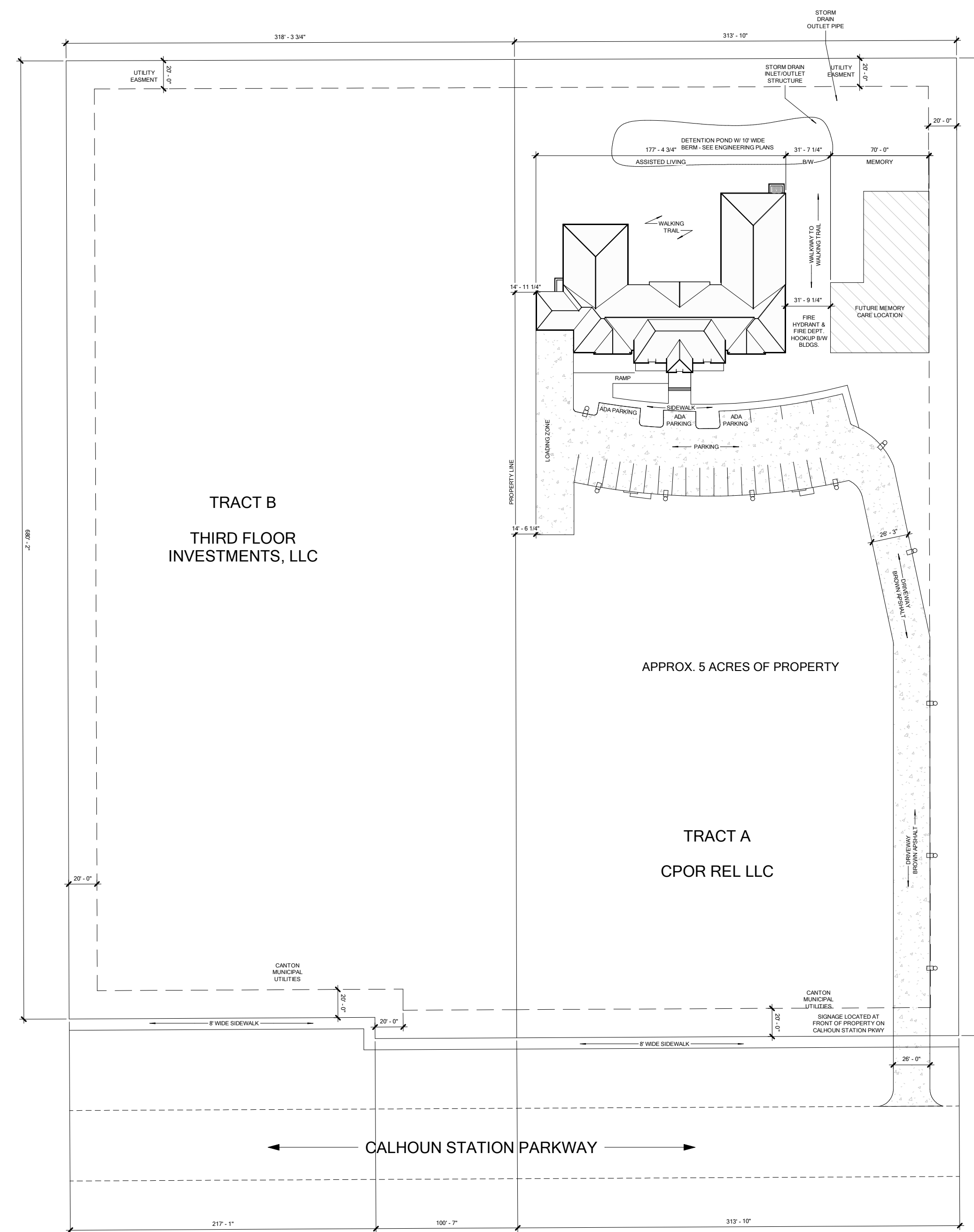
Parking Spaces: 24 Total, 3 ADA



COTTON ROW INVESTORS, LLC

MATTHEW M. MILLS

HAPP GROUP, LLC



1 Site Plan
A-1 1/64" = 1'-0"

The Oaks Residence
Personal Care Assisted Living
Tract A
Gluckstadt, MS

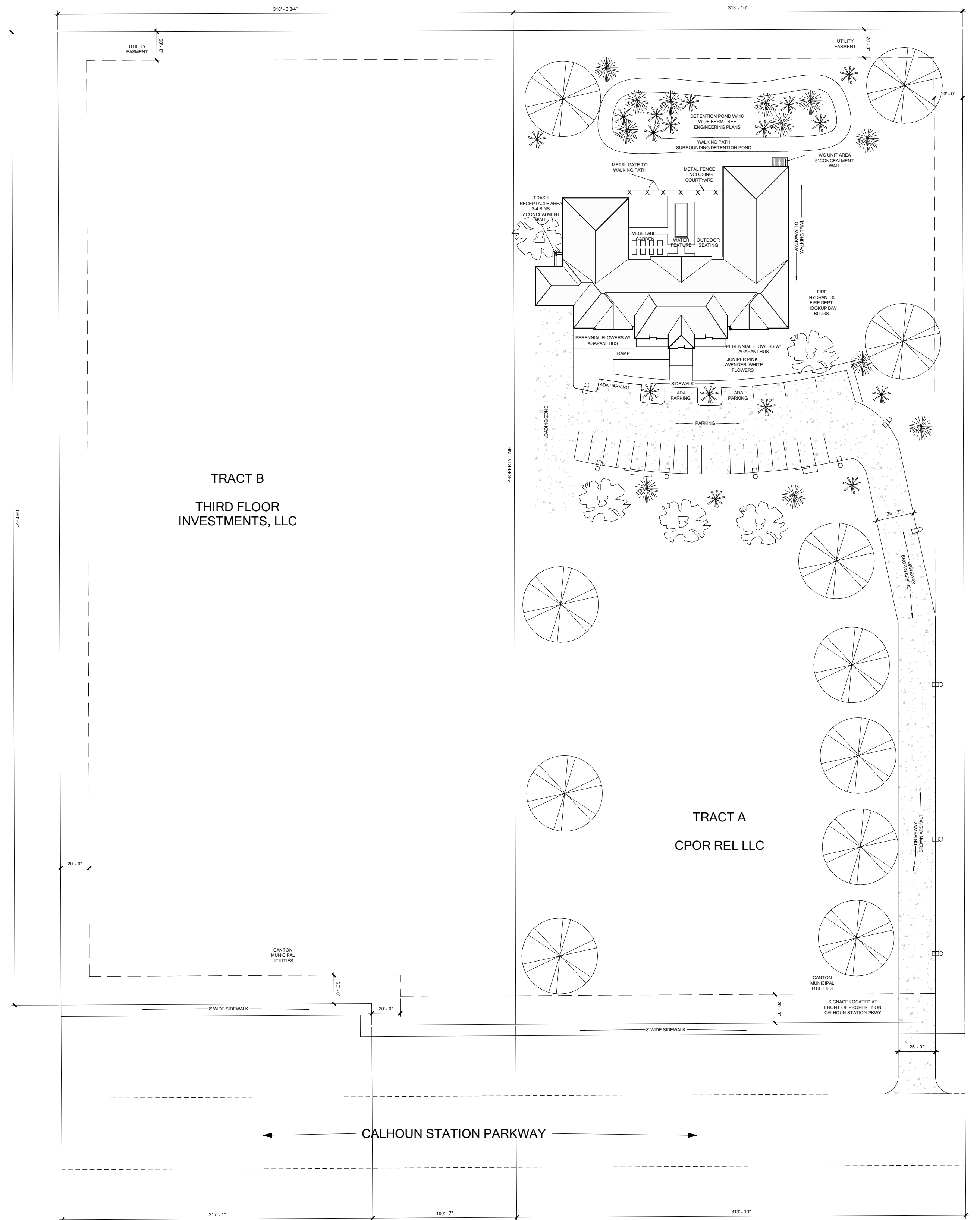
PROJECT NUMBER: FD22006
DATE: 7.31.2024
DRAWN BY: RLD
CHECKED BY: JEF

TITLE: Title Sheet

SHEET:

A-1

COTTON ROW INVESTORS, LLC



HAPP GROUP, LLC

LANDSCAPING KEY

	CREPE MYRTLE APPROX. 30 GAL.
	SAVANNAH HOLLY APPROX. 30 GAL.
	MAGNOLIA TREE APPROX. 30 GAL.
	OAK TREE APPROX. 30 GAL.
	SHRUBS / FLOWERS, SPECIFIED BY LOCATION

MATTHEW M. MILLS

Flynn Designs
 8903 Jefferson Hwy
 River Ridge LA, 70123
 504.667.3837

The Oaks Residence
 Personal Care Assisted Living
 Tract A
 Gluckstadt, MS

PROJECT NUMBER: F022006
 DATE: 7.31.2024
 DRAWN BY: RLD
 CHECKED BY: JEF
 TITLE: Landscaping Plan

SHEET:

A-1.2

Schematic Design



OAK TREE



CREPE MYRTLE



BOXWOOD
- ROUND



AGAPANTHUS



TOPIARY



SAVANNAH HOLLY



MAGNOLIA TREE



BOXWOOD
- LINEAR



FENCE ALONG
PROPERTY SETBACK



STREET LAMP POST

Flynn Designs
8903 Jefferson Hwy
River Ridge LA, 70123
504.667.3837

The Oaks Residence
Personal Care Assisted Living
Tract A
Gluckstadt, MS

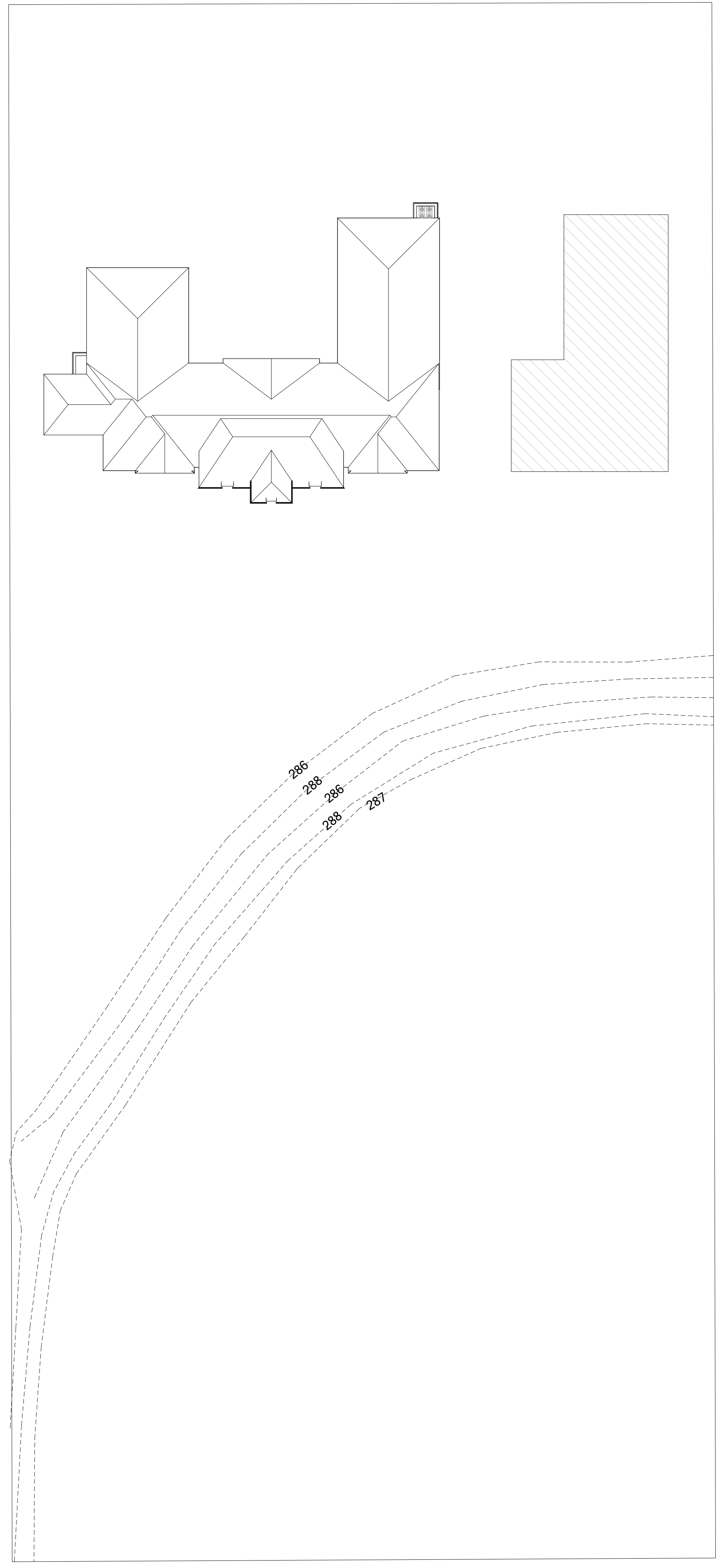
PROJECT NUMBER: F022006
DATE: 7/31/2024
DRAWN BY: RLD
CHECKED BY: JEF
TITLE:

Reference Images

SHEET:

A-1.3

Schematic Design



Flynn Designs
 8903 Jefferson Hwy
 River Ridge LA, 70123
 504.667.3837

The Oaks Residence
 Personal Care Assisted Living
 Tract A
 Gluckstadt, MS

PROJECT NUMBER: F022006
 DATE: 7.31.2024
 DRAWN BY: RLD
 CHECKED BY: JEF

TITLE:
 Existing Contour Plan

SHEET:

A-1.4

Schematic Design

1 Contour Map
 A-1.4 1/32" = 1'-0"



HALL ENGINEERING, LLC

4607 WOMACK
JACKSON MS 39209

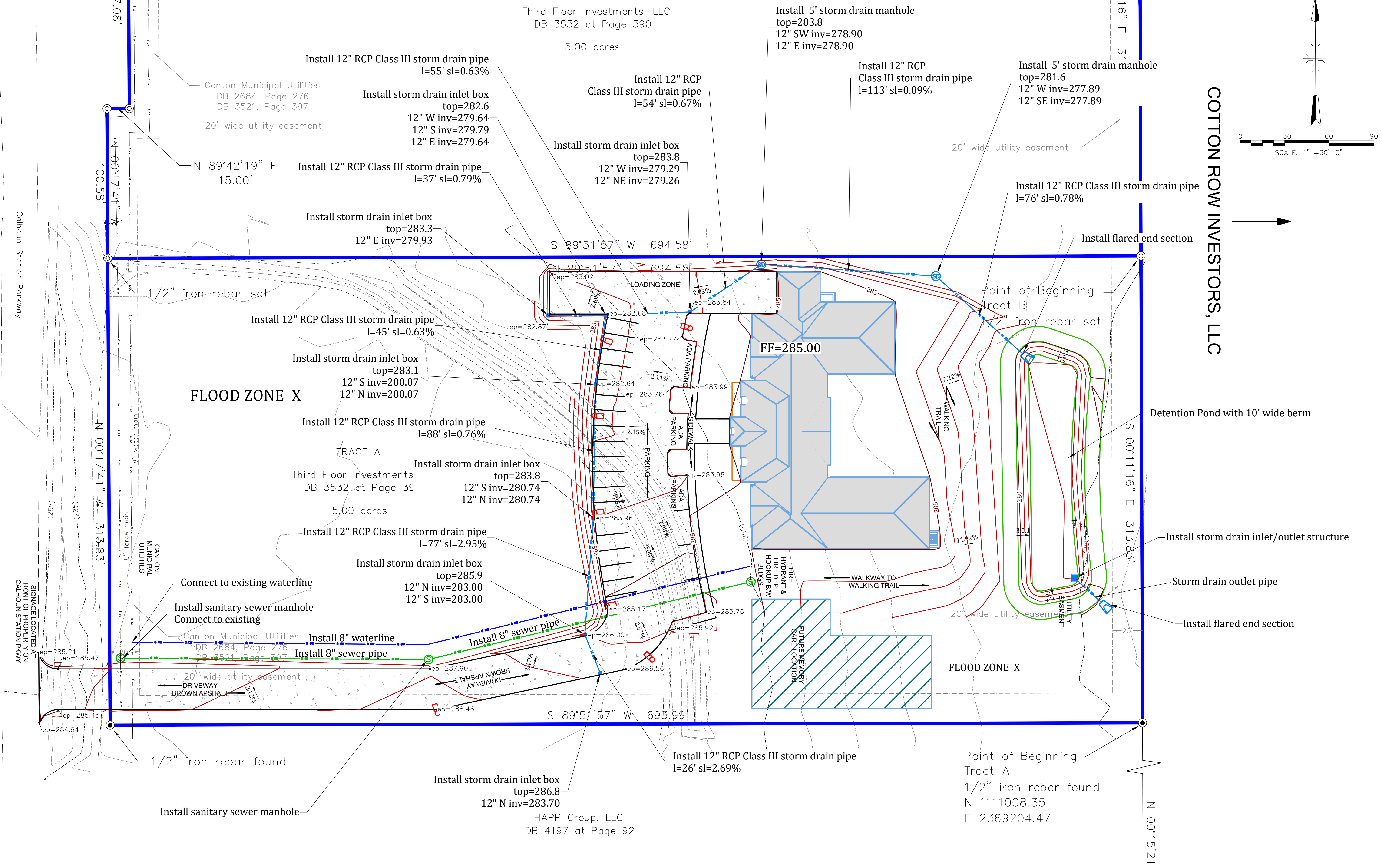
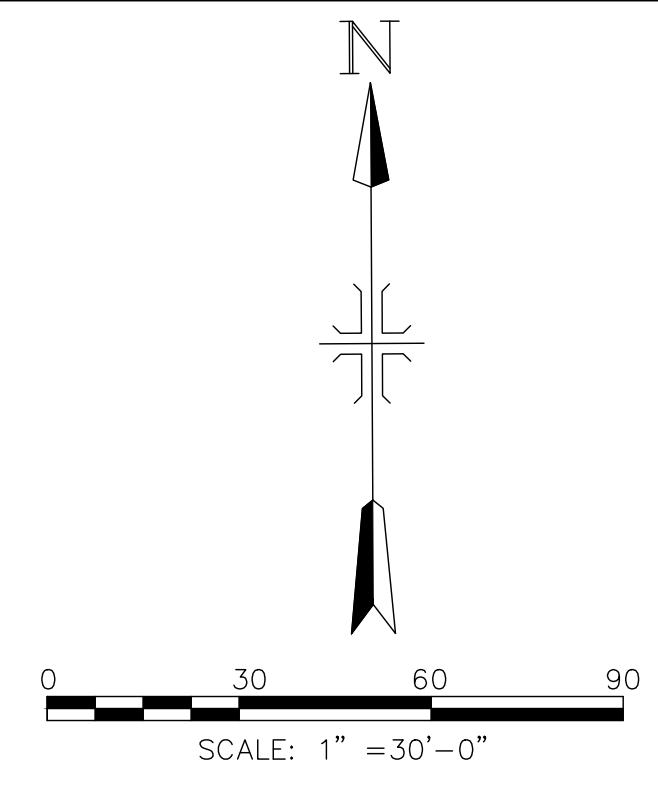


OAKS RESIDENCE
PERSONAL CARE ASSISTED LIVING
GLUCKSTADT, MISSISSIPPI
GRADING & UTILITY PLAN

SYMBOL	REVISIONS	DATE
	DESCRIPTION	

DRAWN	DESIGN	CHECK	SUBMIT	SCALE	PLOTTED
JLS	MH	MH	07-31-24	1"=30'	

C-01

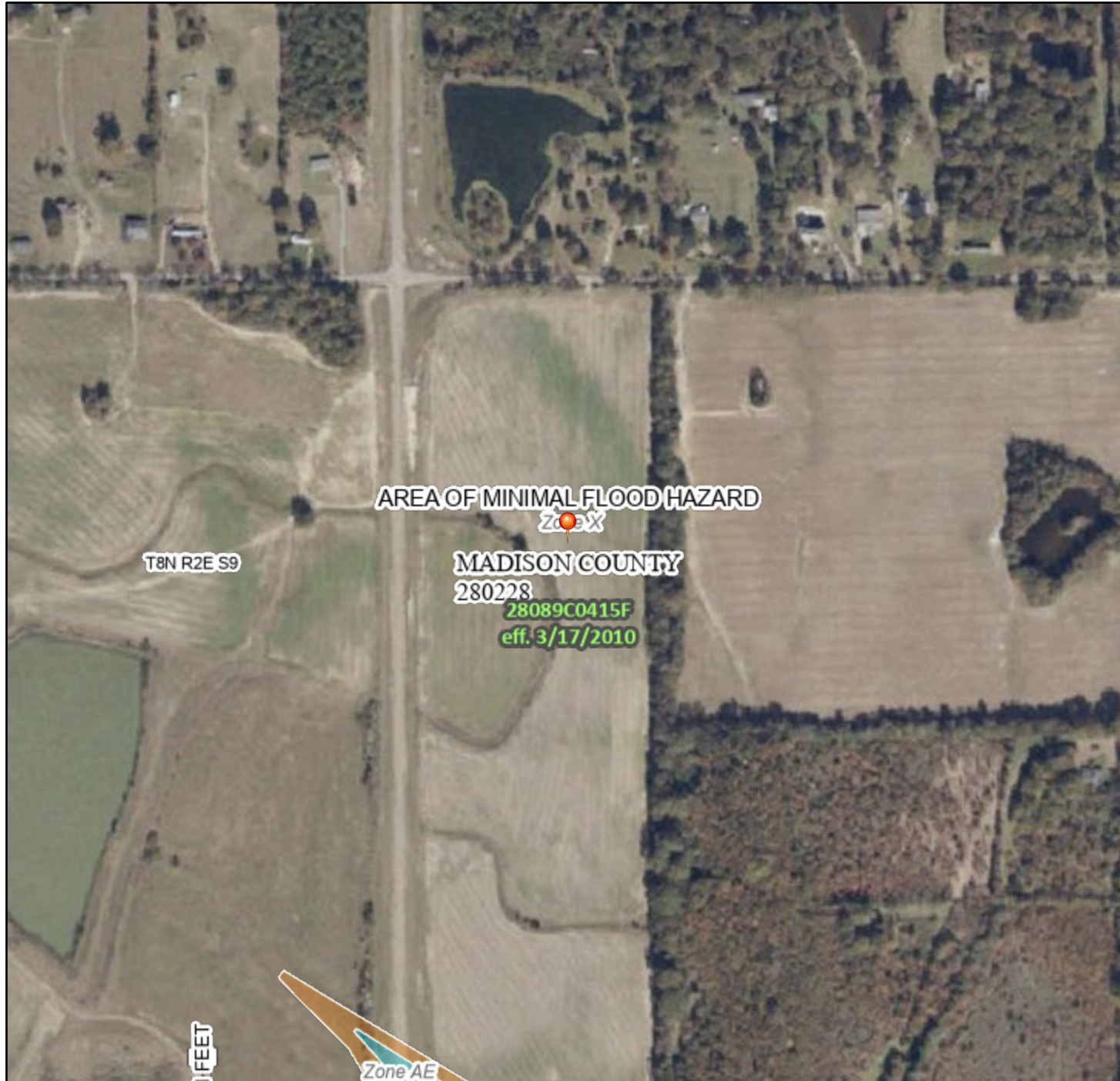


DEVELOPER:

National Flood Hazard Layer FIRMette



90°6'13"W 32°33'33"N



Legend Section 4, Item A)

SEE FIS REPORT FOR DETAILED LEGEND AND INFORMATION

- | | | |
|------------------------------------|--|--|
| SPECIAL FLOOD HAZARD AREAS | | Without Base Flood Elevation (BFE)
<i>Zone A, V, A99</i> |
| | | With BFE or Depth <i>Zone AE, AO, AH, VE, AR</i> |
| | | Regulatory Floodway |
| OTHER AREAS OF FLOOD HAZARD | | 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile <i>Zone X</i> |
| | | Future Conditions 1% Annual Chance Flood Hazard <i>Zone X</i> |
| | | Area with Reduced Flood Risk due to Levee. See Notes. <i>Zone X</i> |
| | | Area with Flood Risk due to Levee <i>Zone D</i> |
| OTHER AREAS | | NO SCREEN Area of Minimal Flood Hazard <i>Zone X</i> |
| | | Effective LOMRs |
| GENERAL STRUCTURES | | Area of Undetermined Flood Hazard <i>Zone D</i> |
| | | Channel, Culvert, or Storm Sewer |
| | | Levee, Dike, or Floodwall |
| OTHER FEATURES | | 20.2 Cross Sections with 1% Annual Chance Water Surface Elevation |
| | | 17.5 Water Surface Elevation |
| | | Coastal Transect |
| | | Base Flood Elevation Line (BFE) |
| | | Limit of Study |
| MAP PANELS | | Jurisdiction Boundary |
| | | Coastal Transect Baseline |
| | | Profile Baseline |
| | | Hydrographic Feature |
| | | Digital Data Available |
| | | No Digital Data Available |
| | | Unmapped |

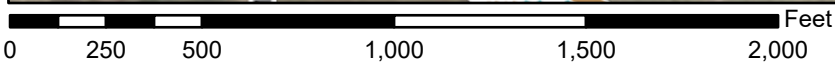


The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **7/31/2024 at 8:38 AM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifier, FIRM panel number, and FIRM effective date. Map information in unmapped and unmodernized areas cannot be used for regulatory purposes.



1:6,000

90°5'36"W 32°33'3"N

Basemap Imagery Source: USGS National Map 2023

Flynn Designs
8903 Jefferson Hwy
River Ridge LA, 70123
504.667.3837

The Oaks Residence
Personal Care Assisted Living
Tract A
Gluckstadt, MS

PROJECT NUMBER: F020006
DATE: 7.31.2024
DRAWN BY: RLD
CHECKED BY: JEF

TITLE: Floor Plans

SHEET:

A-2

Schematic Design



1 Floor Plan
A-2 1/8" = 1'-0"

Flynn Designs
8903 Jefferson Hwy
River Ridge LA, 70123
504.667.3837

The Oaks Residence
Personal Care Assisted Living
Tract A
Gluckstadt, MS

PROJECT NUMBER: F022006
DATE: 7.31.2024
DRAWN BY: RLD
CHECKED BY: JEF
TITLE:

Elevations

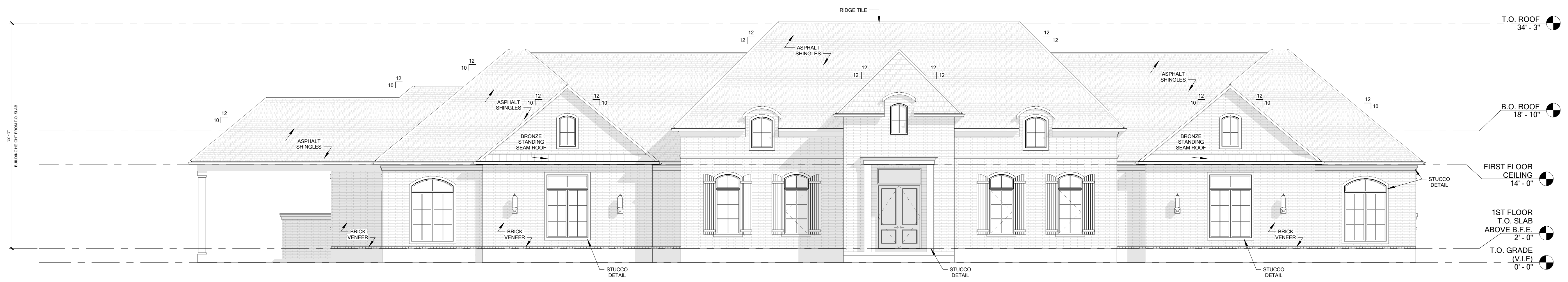
SHEET:

A-4

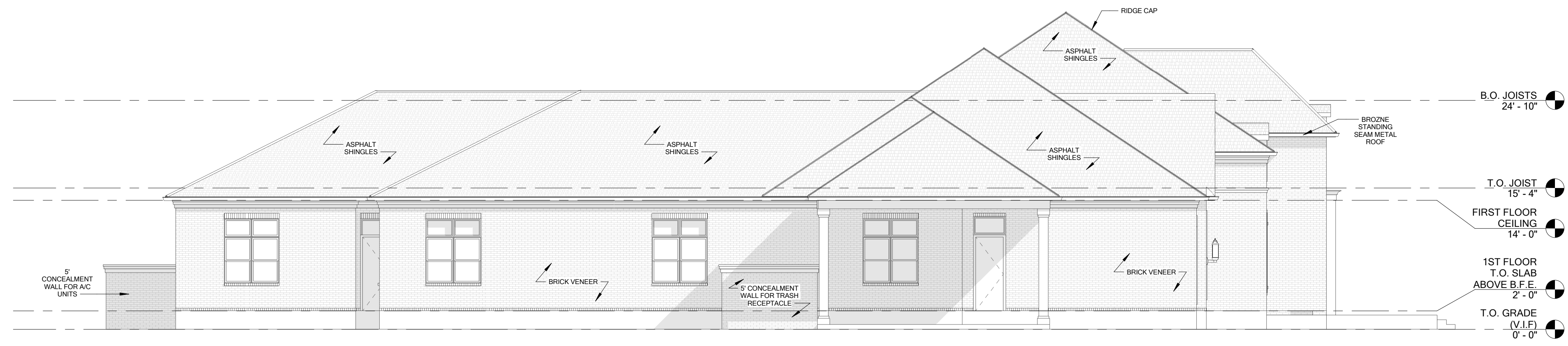
Schematic Design



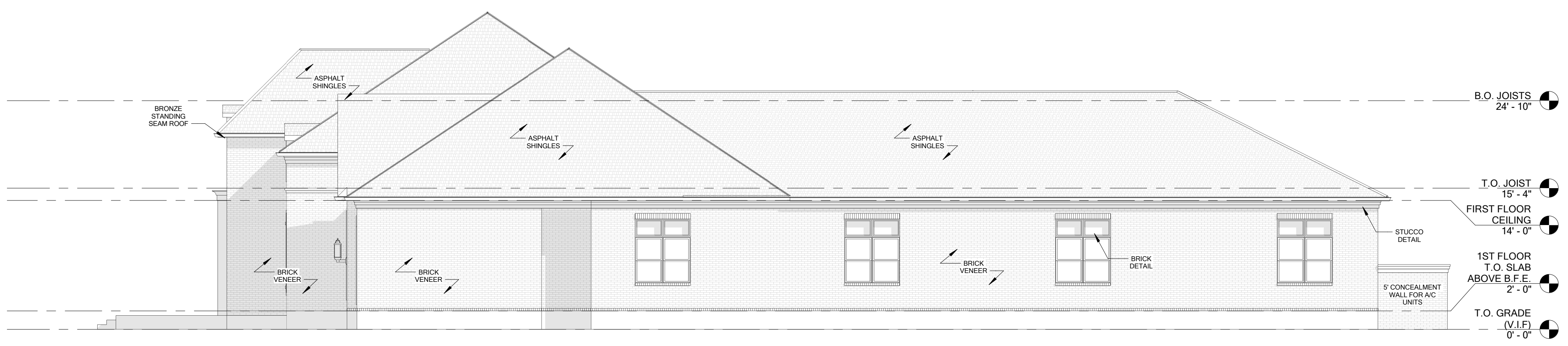
2 Rear Elevation
A-4 1/8" = 1'-0"



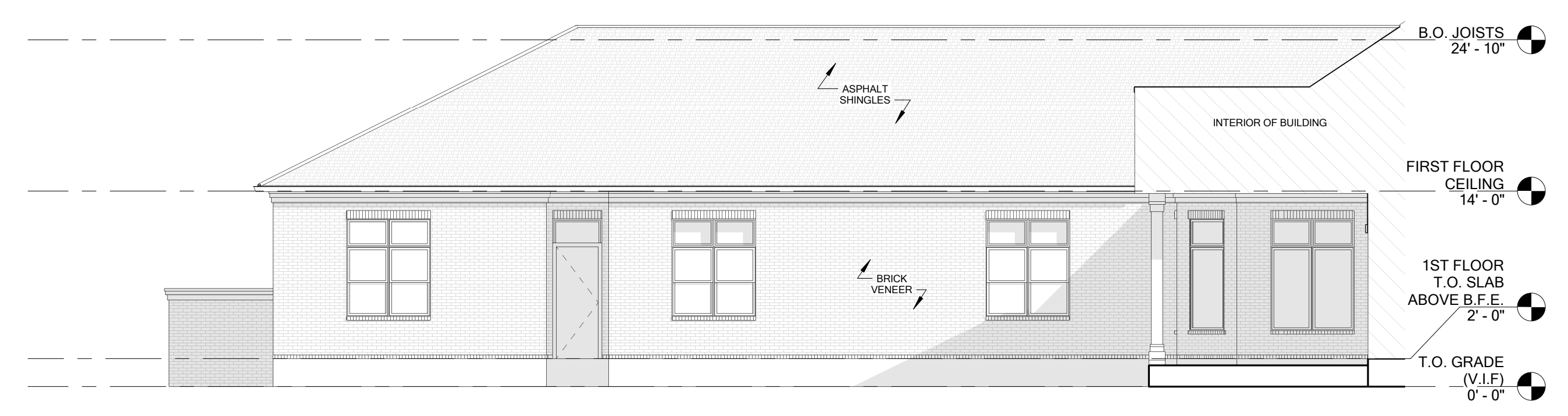
1 Front Elevation
A-4 1/8" = 1'-0"



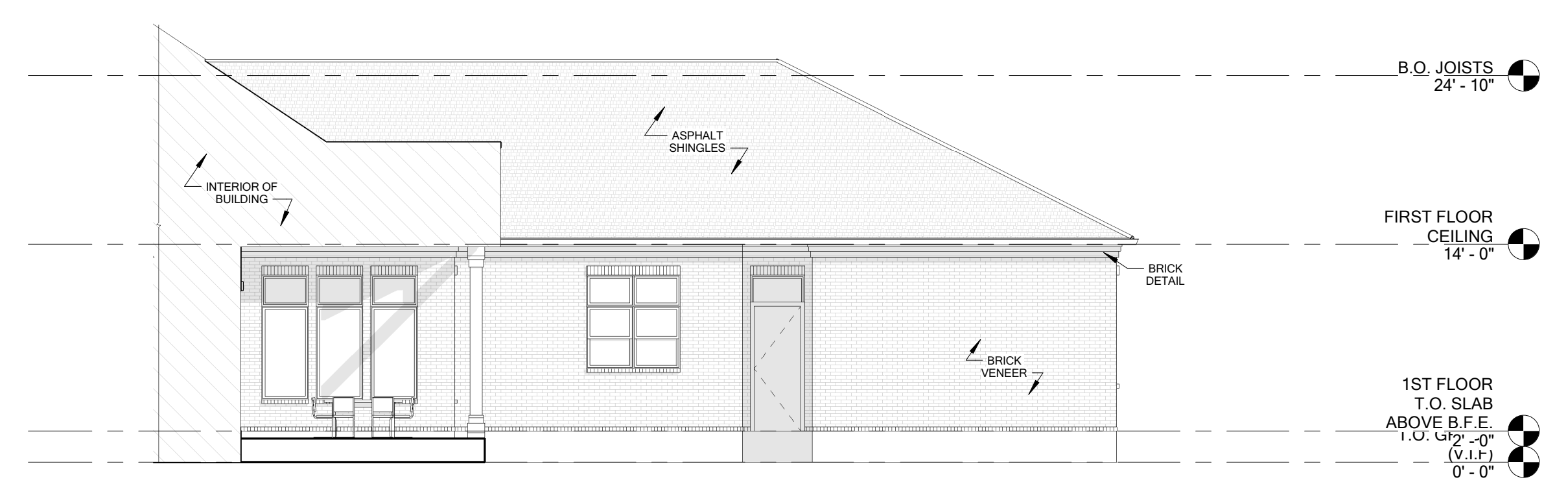
2 Livingston Side Elevation
A-4.1 1/8" = 1'-0"



1 Side Elevation
A-4.1 1/8" = 1'-0"



3 Courtyard Elevation - Left
A-4.1 1/8" = 1'-0"



4 Courtyard Elevation - Right
A-4.1 1/8" = 1'-0"

Flynn Designs
8903 Jefferson Hwy
River Ridge LA, 70123
504.667.3837

The Oaks Residence
Personal Care Assisted Living
Tract A
Gluckstadt, MS

PROJECT NUMBER: FD22006
DATE: 7.31.2024
DRAWN BY: RLD
CHECKED BY: JEF
TITLE:

Elevations

SHEET:

A-4.1

Schematic Design



Flynn Designs
 8903 Jefferson Hwy
 River Ridge LA, 70123
 504.667.3837

The Oaks Residence
 Personal Care Assisted Living
 Tract A
 Gluckstadt, MS

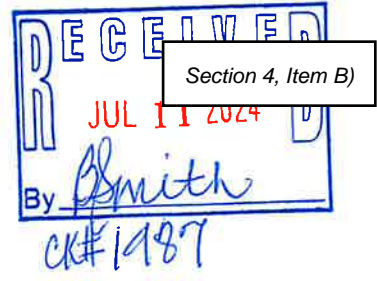
PROJECT NUMBER: F022006
 DATE: 7/31/2024
 DRAWN BY: RLD
 CHECKED BY: JEF

TITLE:
 3D Render

SHEET:

A-4.2

Schematic Design



City of Gluckstadt

Application for Conditional Use

Subject Property Address: 2210 Highway 51

Parcel#: 082 F 14-019/0.00

Owner: Sowell Rd Shell LLC

Applicant: Sowell Rd Shell, LLC

Address: _____

Address: _____

Phone#: 601-238-5918

Phone#: 601-238-5918

E-Mail: _____

E-Mail: _____

Current Zoning District: C-2

Acreage of Property (If applicable): 141,063 SF (3.24 ac)

Use sought of Property: Retail

2024124

Requirements of Applicant:

1. Letter demonstrating how the proposed use will comply with or otherwise satisfy the requirements for granting a Conditional Use pursuant to Section 804.01 of the Zoning Ordinance.
2. Copy of written legal description.
3. Additional items may be requested depending on the nature and status of the proposed development or property.
4. \$ 250.00 fee required for processing
5. Sie Plan as required in Section 807-810

Requirements for Granting Conditional Use: (Section 805.01, Zoning Ordinance)


A Conditional Use shall not be granted unless satisfactory provisions and arrangements have been made concerning all the following:

- (a). Ingress and egress to property and proposed structures
- (b). Off-Street parking and loading areas
- (c). Refuse and service areas
- (d). Utilities, with reference locations, availability, and compatibility.
- (e). Screening and buffering with reference to type, dimensions, and character.
- (f). Required yards and other open spaces.
- (g). General compatibility with adjacent properties and other properties in the district.
- (h). Any other provisions deemed applicable by the Mayor and Board of Aldermen.

Applicant shall be present at the Planning and Zoning Commission meeting and Mayor and Board of Alderman meeting. Documents shall be submitted thirty (30) days prior to the Planning and Zoning Commission meeting.

Applicant is responsible for complying with all applicable requirements of the Zoning Ordinance.

By signing this application, it is understood and agreed that permission is given to the Zoning Administrator to have a sign erected on subject property, giving notice to the public that said property is being considered for a dimensional variance.



Applicant Signature

Date



Property Owner Signature

Date



PREPARED BY AND RETURN TO:

Gardner Richey (MS Bar #: 105292)
 Maples & Richey, PLLC
 101 Webster Circle, Suite 200
 Madison, Mississippi 39110
 Phone: (601) 707-4114

INDEXING INSTRUCTIONS:

A parcel or tract of land, containing 3.2389 acres, more or less, lying and being situated in the NE ¼ of Section 15, T8N-R2E, and the NW ¼ of Section 14, T8N-R2E, Madison County, Mississippi Madison County, Mississippi

Parcel #: 082F-14-019/01.00 & 082F-14-019/00.00

WARRANTY DEED

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

Sowell Road, LLC, a Mississippi Limited Liability Company ("Grantor")
 1200 Meadowbrook Road, Unit 43, Jackson, MS 39206
 Phone: 601-540-6177

does hereby GRANT, BARGAIN, SELL, CONVEY AND WARRANT to

Sowell Rd Shell, LLC, a Mississippi Limited Liability Company ("Grantee")
 457 Bozeman Road, Madison, MS 39110
 Phone: (601) 238-5918

the following described land (the "Property"), situated, lying and being in **Madison County, Mississippi**, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER WITH all improvements and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder, and easement thereto belonging or in anyway

appertaining, to have and to hold the same in fee simple forever.

This conveyance and the warranty hereof are SUBJECT TO (a) ad valorem real property taxes and assessments for the current and subsequent years; (b) all zoning, environmental and other building and other regulations, laws, ordinances, orders, rules, permits, restrictions, codes and requirements of any governmental authorities, federal, state, county, local or otherwise; and (c) all covenants, conditions, restrictions, reservations (including prior oil, gas, mineral and royalty reservations), severances, easements, rights of way, leases or any other encumbrance or limitation of record, if any.

Current ad valorem taxes on the Property having been prorated, Grantee hereby assumes payment of all ad valorem real property taxes and assessments on the Property for the current year and subsequent years.

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

IN WITNESS WHEREOF, Grantor has signed and delivered this Warranty Deed on this the 14th day of December, 2021.

Sowell Road, LLC, a Mississippi Limited Liability Company

By: Big Mama Land and Cattle LLC, its Member

By: *Michael D. Maples*
Michael D. Maples, President

STATE OF MISSISSIPPI
COUNTY OF MADISON

This record was acknowledged before me on December 14, 2021 by Michael D Maples, President of Big Mama Land and Cattle, LLC, Big Mama Land and Cattle, LLC being the Sole Member of Sowell Road, LLC.

Kristine M. Sorey
Notary Public



EXHIBIT "A"
LEGAL DESCRIPTION

A parcel or tract of land, containing 3.2389 acres, more or less, lying and being situated in the NE ¼ of Section 15, T8N-R2E, and the NW ¼ of Section 14, T8N-R2E, Madison County, Mississippi, being a part of Parcel 1 of the Sowell Road, LLC property as described in Deed Book 2942 at Page 217 of the Records of the Office of the Chancery Clerk of said Madison County, at Canton, Mississippi, and being more particularly described as follows:

COMMENCING at a concrete monument lying at the NE corner of the NE ¼ of Section 15, T8N-R2E, Madison County, Mississippi; run thence

East for a distance of 402.95 feet; thence

South for a distance of 1,949.23 feet to the Northerly Right-Of-Way of Sowell Road, as it existed in September, 2021, said also being and lying at the NE corner of the above referenced Parcel 1 of the Sowell Road, LLC property and POINT OF BEGINNING of the herein described property; thence

Along the Northerly Right-Of-Way of said Sowell Road and the Easterly and Southerly boundary of Parcel 1 of said Sowell Road, LLC property to points at each of the following calls;

- South 23 degrees 43 minutes 28 seconds West for a distance of 273.33 feet; thence
- South 50 degrees 40 minutes 23 seconds West for a distance of 274.48 feet; thence
- North 66 degrees 15 minutes 24 seconds West for a distance of 65.72 feet; thence
- South 23 degrees 44 minutes 36 seconds West for a distance of 49.93 feet; thence
- North 66 degrees 15 minutes 24 seconds West for a distance of 39.78 feet; thence

40.93 feet along the arc of a 800.00 foot radius curve to the left, said arc having a 40.93 foot chord which bears North 67 degrees 43 minutes 21 seconds West to an iron pin; thence

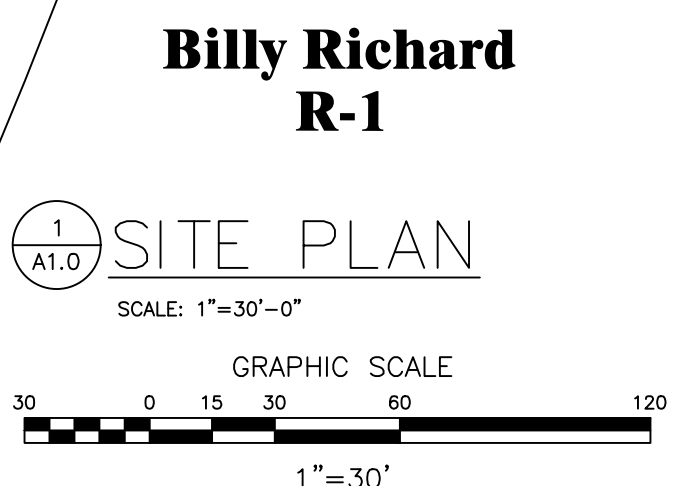
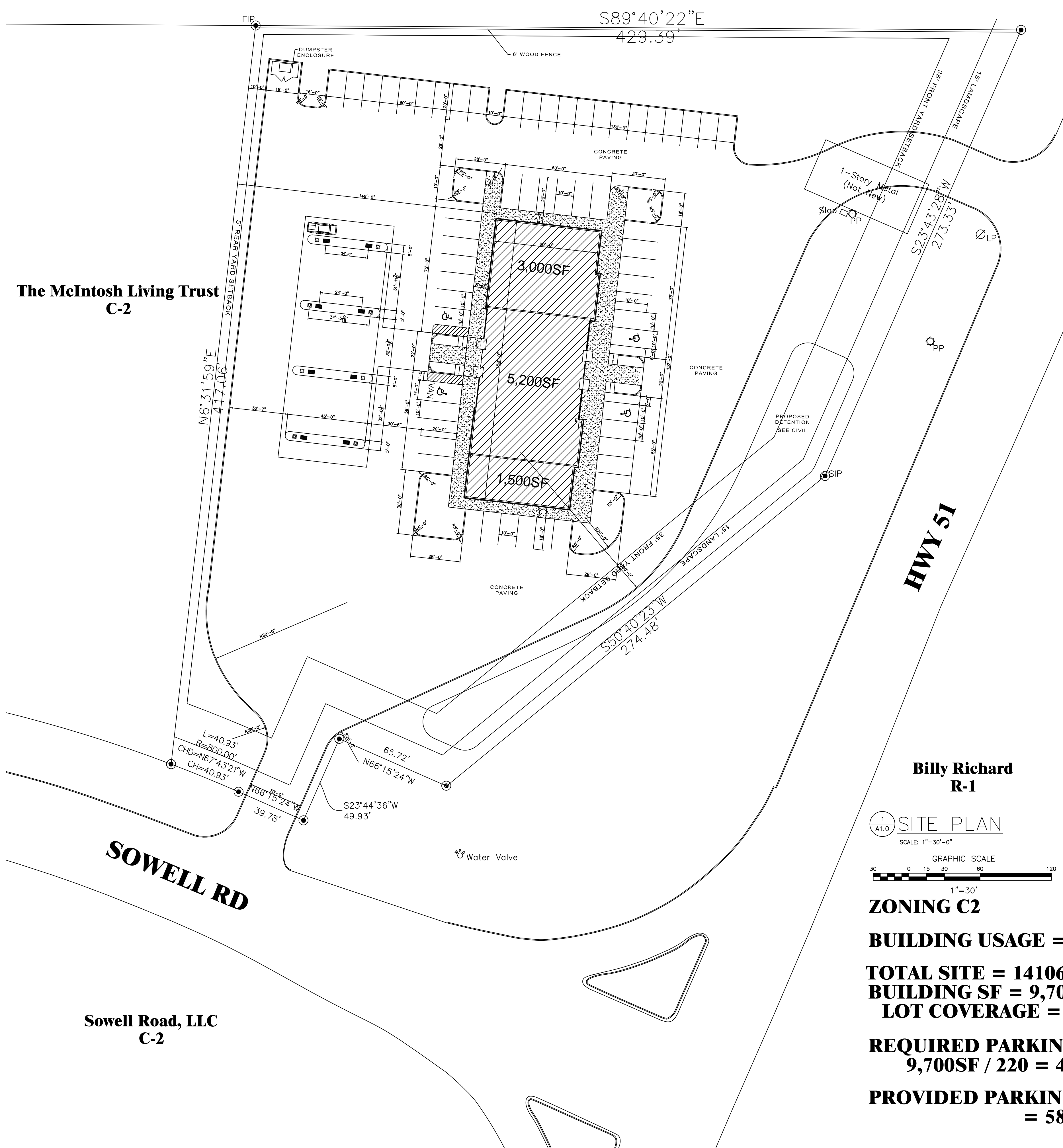
Leaving the Northerly Right-Of-Way of said Sowell Road and the Southerly boundary of Parcel 1 of said Sowell Road, LLC property, run North 06 degrees 31 minutes 59 seconds East for a distance of 417.06 feet to an iron pin lying on Northerly boundary of Parcel 1 of said Sowell Road, LLC property; thence

South 89 degrees 40 minutes 22 seconds East along the Northerly boundary of Parcel 1 of said Sowell Road, LLC property for a distance of 429.39 feet to the POINT OF BEGINNING of the above described parcel or tract of land.

Parcel #: 082F-14-019/01.00 & 082F-14-019/00.00
Address: 3.2389 +/- Acres Sowell Road, Madison, MS 39110

MADISON COUNTY, MS RONNY LOTT
I CERTIFY THIS INSTRUMENT WAS FILED ON 12/16/2021 7:56:27 AM AND RECORDED IN W BOOK 4146 PAGE 690

**Kanwal & Sowita Nair
R-2**



ZONING C2

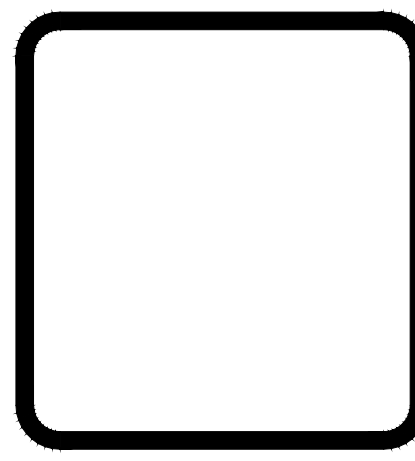
BUILDING USAGE = RETAIL

TOTAL SITE = 141063SF
BUILDING SF = 9,700SF
LOT COVERAGE = 7%

REQUIRED PARKING
9,700SF / 220 = 44 SPACES

PROVIDED PARKING
= 58 SPACES

REVISIONS	BY



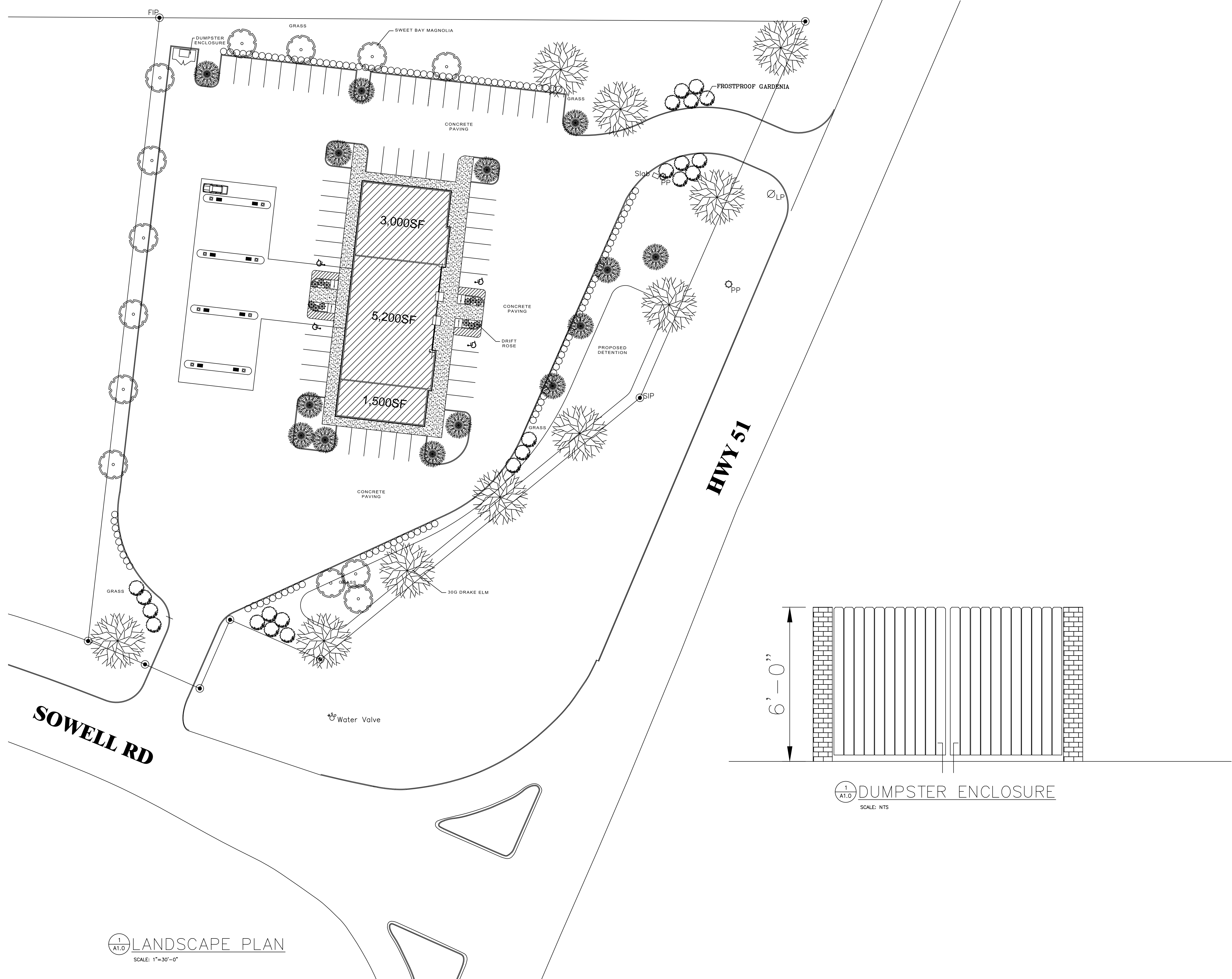
WOOLDRIDGE & ASSOCIATES
 464 CHURCH RD. SUITE 700
 MADISON, MS 39110
 601-209-8885
 WOOLDRIDGEARCHITECTURE@YAHOO.COM

Sowell Road Shell
 Corner of Sowell Rd. & Hwy. 51
 Gluckstadt, Mississippi

THIS DESIGN IS THE COPYRIGHTED PROPERTY OF WOOLDRIDGE & ASSOCIATES. IT MAY NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE EXPRESS WRITTEN PERMISSION OF WOOLDRIDGE & ASSOCIATES.

DRAWN
CHECKED
DATE
3/2/22
SCALE
JOB NO.
SHEET
A0.0
OF SHEETS

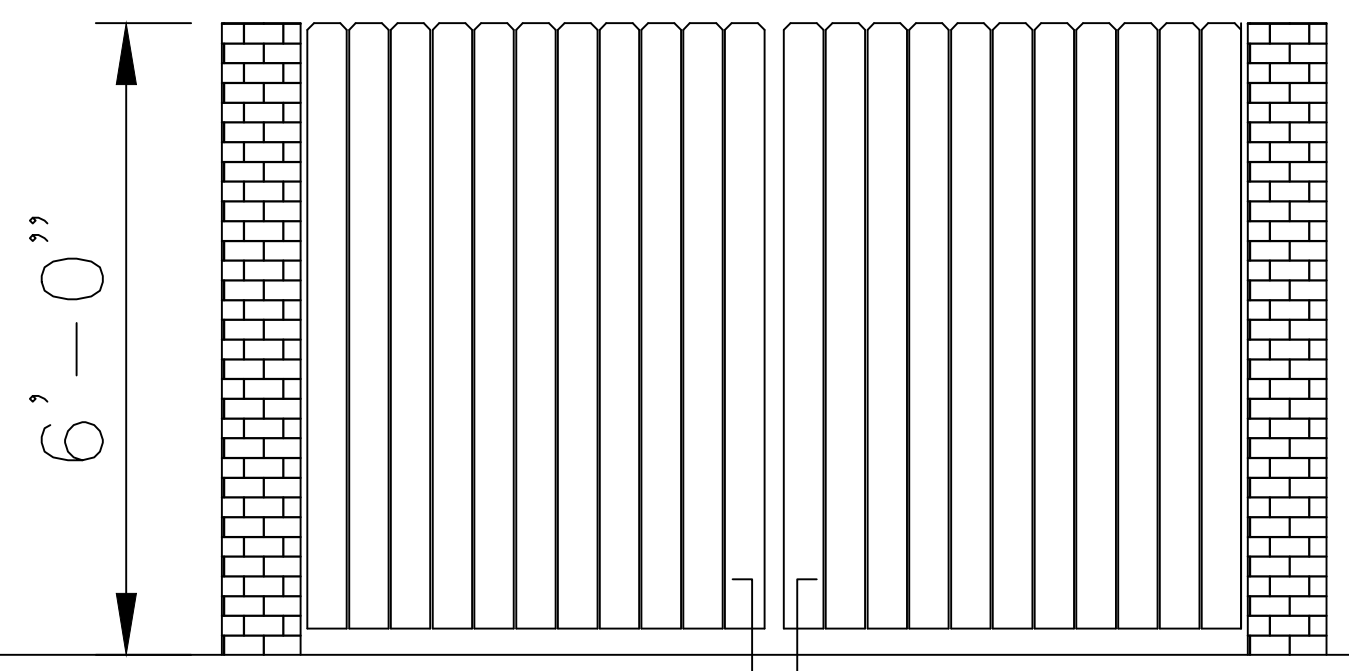
DW 3/28/2022 3:33 PM SITE PLAN.dwg



1
A1.0 LANDSCAPE PLAN
SCALE: 1"=30'-0"

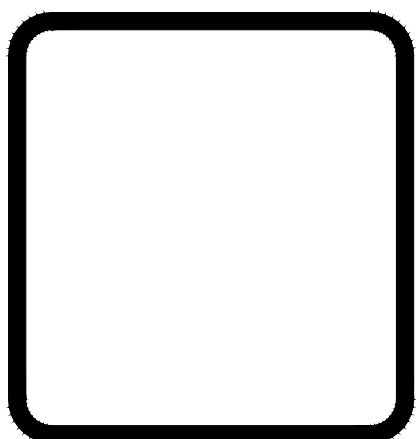
HWY 51

SOWELL RD



1
A1.0 DUMPSTER ENCLOSURE
SCALE: NTS

REVISIONS	BY

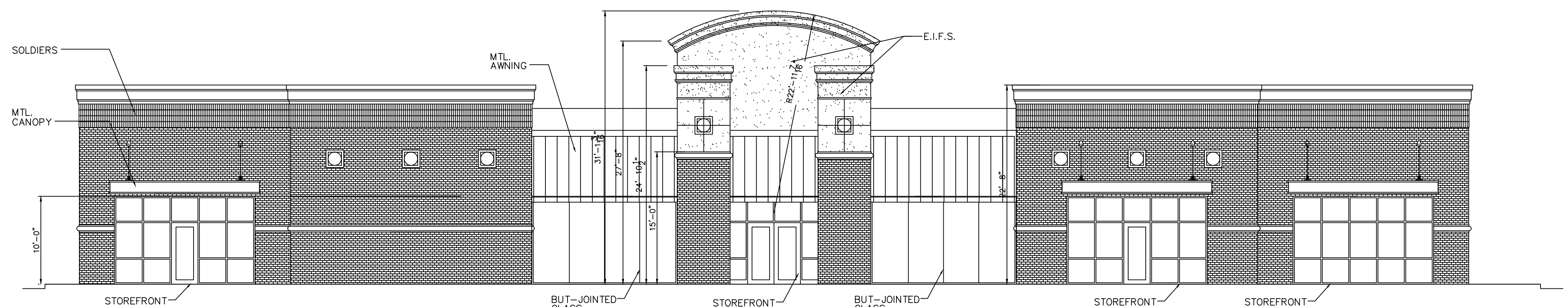



WOOLDRIDGE & ASSOCIATES
 464 CHURCH RD. SUITE 700
 MADISON, MS 39110
 601-209-8885
 WOOLDRIDGEARCHITECTUREFIRM.COM

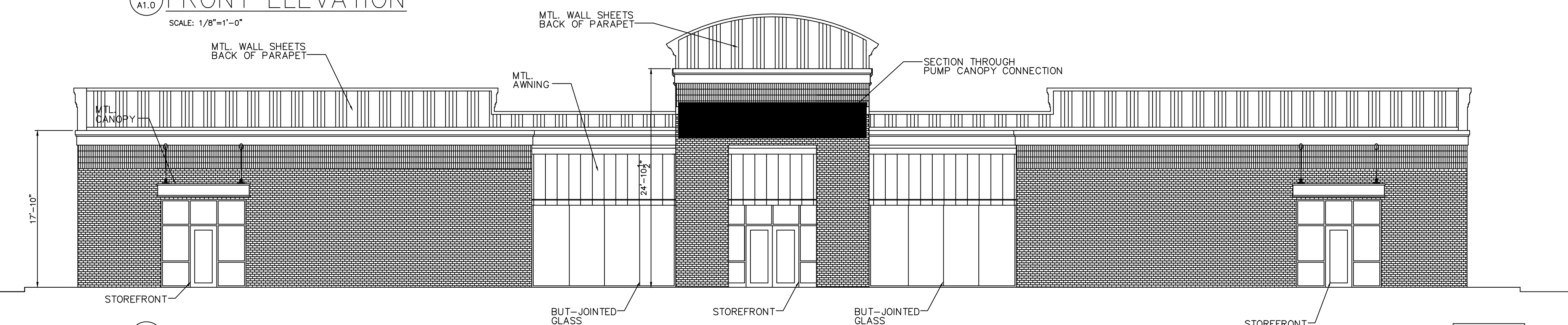
Sowell Road Shell
 Corner of Sowell Rd. & Hwy. 51
 Gluckstadt, Mississippi

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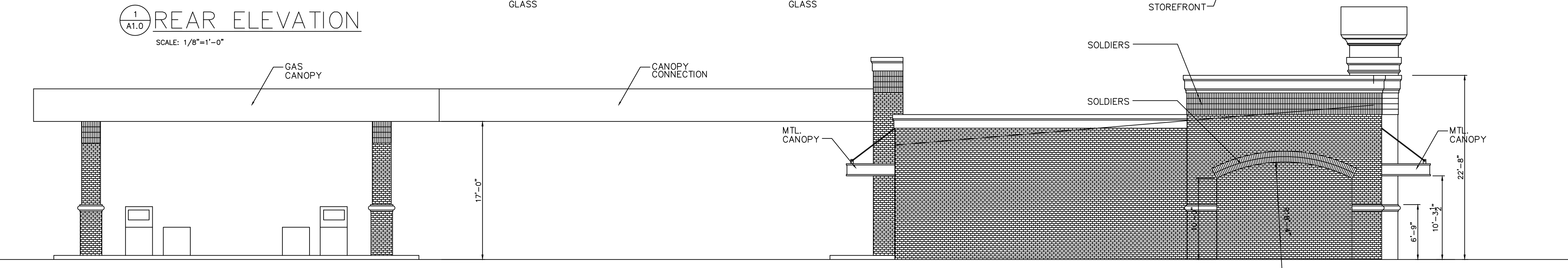
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CHECKED
DATE 3/2/22
SCALE
JOB NO.
SHEET A0.1
OF SHEETS



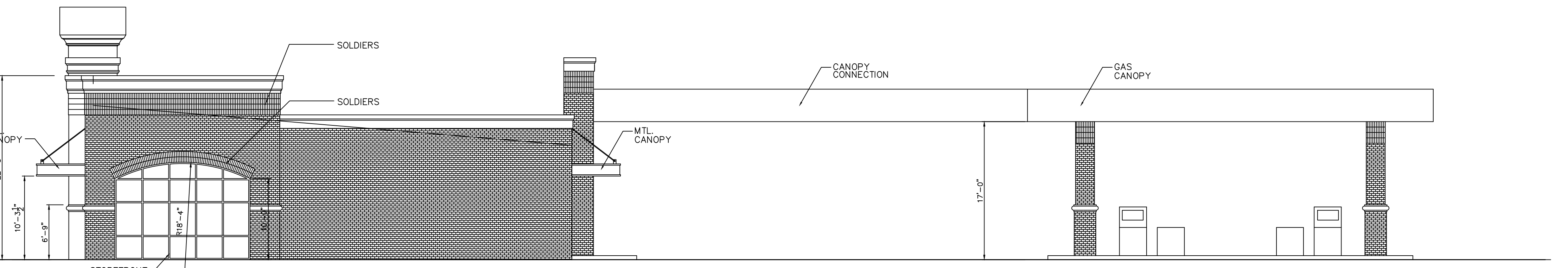
1 FRONT ELEVATION
SCALE: 1/8"=1'-0"



1 REAR ELEVATION
SCALE: 1/8"=1'-0"



1 SIDE ELEVATION
SCALE: 1/8"=1'-0"

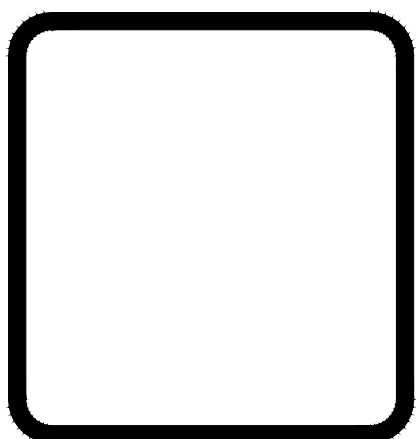


1 SIDE ELEVATION
SCALE: 1/8"=1'-0"



1 CANOPY ELEVATION
SCALE: 1/8"=1'-0"

REVISIONS	BY



WOOLRIDGE & ASSOCIATES
464 CHURCH RD. SUITE 700
MADISON, MS 39110
601-200-8865
WOOLRIDGEARCHITECTUREFIRM.COM

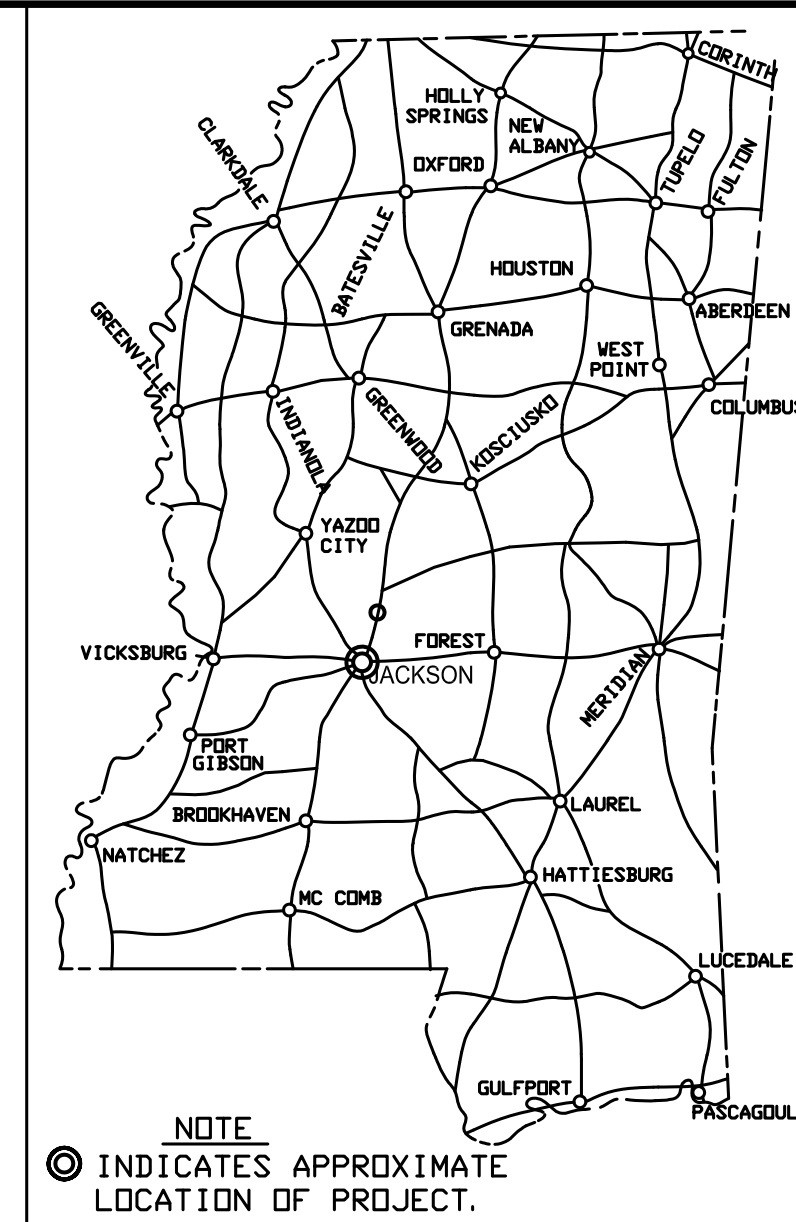
Sowell Road Shell
Corner of Sowell Rd. & Hwy. 51
Gluckstadt, Mississippi

THIS DESIGN IS THE COPYRIGHTED PROPERTY OF WOOLRIDGE & ASSOCIATES. IT MAY NOT BE CONSTRUCTED NOR SHALL ANY DOCUMENTS BE REPRODUCED FROM THIS DESIGN WITHOUT THE EXPRESS WRITTEN PERMISSION OF WOOLRIDGE & ASSOCIATES.


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CHECKED
DATE 3/2/22
SCALE
JOB NO.
SHEET A3.0
OF SHEETS

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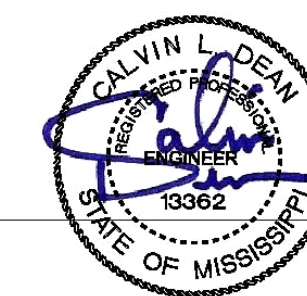
SITE DEVELOPMENT PLANS NEW CONVENIENCE STORE 2210 HIGHWAY 51 GLUCKSTADT, MS



PROJECT SITE

 **Crown Engineering, PLLC**
Engineers & Project Managers
P.O. Box 16812
Jackson, MS 39236
Ph.: (601)713-4346

VICINITY MAP
NOT TO SCALE
OCTOBER 2023



DATE: 10.11.2023

INDEX TO DRAWINGS

SHEET NO.	DESCRIPTION
1	Title Sheet
2	Existing Site Survey
3	Site Plan
4	Grading, Drainage, and Erosion Control Plan
5	Utility Layout Plan
6	Miscellaneous Detail Sheet

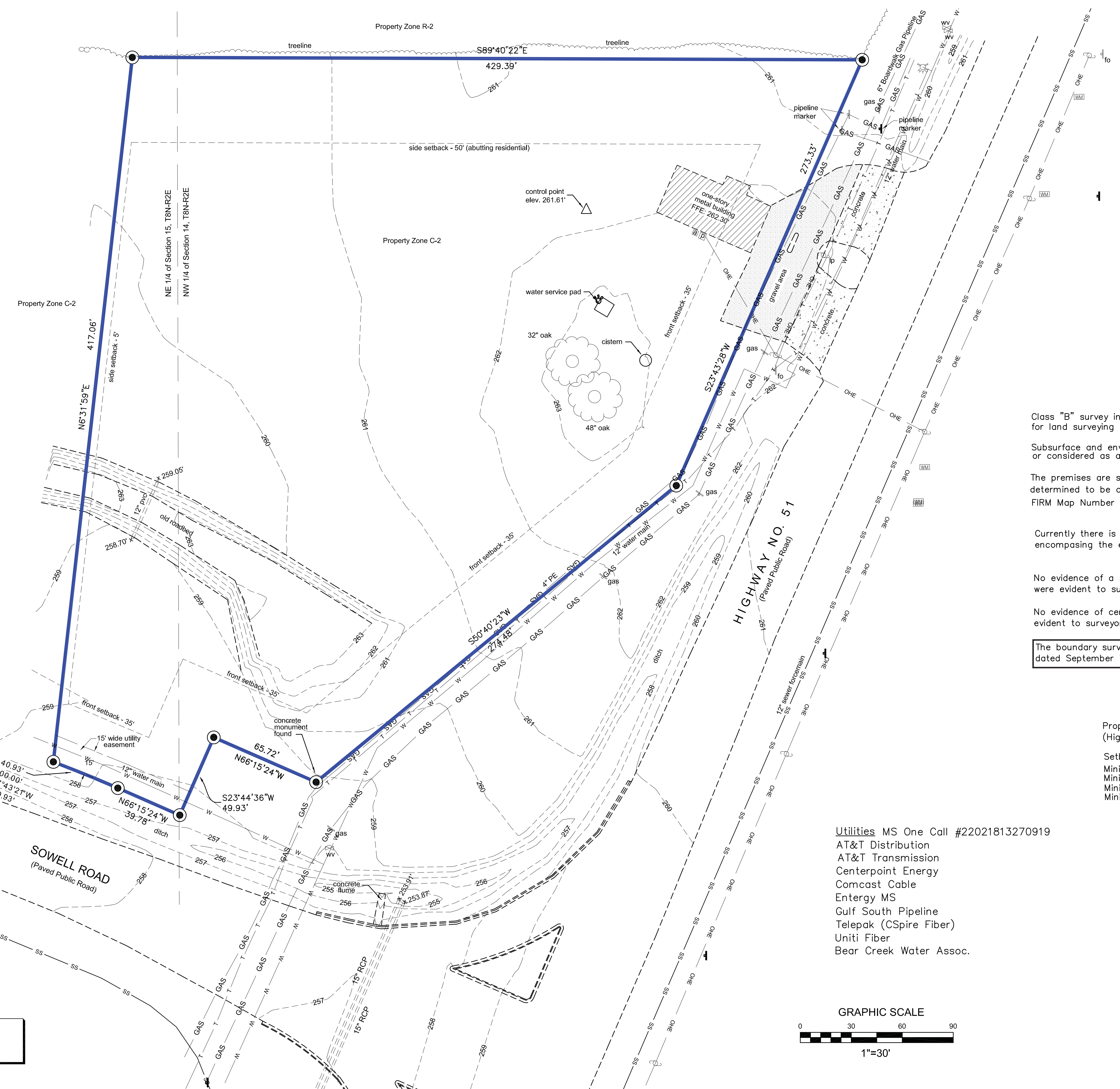
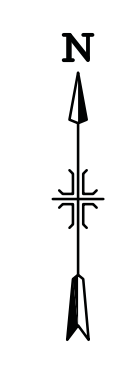
Date:	
By:	
Revisions:	
No.	

BAIRD ENGINEERING, INC.
506 Jefferson Street, Clinton, MS 39056
Phone: (601) 925-5015

Project No.: # 4532
Date: 02/17/2022
Scale: 1" = 30'
Drawn By: CLB
Reviewed By: CLB

TOPOGRAPHIC SURVEY OF CERTAIN PROPERTY IN THE NE 1/4 OF SECTION 15, T8N-R2E AND THE NW 1/4 OF SECTION 14, T8N-R2E, MADISON COUNTY, MISSISSIPPI

DRAWING NUMBER
C-1
SHEET NO.
2 of 6



Vertical elevations are referenced to NAVD88

This property may be subject to recorded or unrecorded easements, rights-of-way or other encumbrances which are not evident to the surveyor, but which would be revealed by a title search performed by a competent attorney.

Basis of Bearing: the bearings on this plat are based on and referenced to the Mississippi State Plane Coordinate System Grid North (NAD83—West Zone) as derived using RTK GPS observations using Cors Stations MSJK and MSYZ.

This TOPOGRAPHIC survey was performed and this plat was prepared by Baird Engineering, Inc., 506 Jefferson Street, Clinton, MS 39056 Phone: (601) 925-5015

This survey is considered valid only when original seal and signature of surveyor of record is affixed hereto.

I, Colin L. Baird, do hereby certify that the features depicted on this plat are a correct representation of the conditions as they existed on February 17, 2022.

Class "B" survey in accordance with the minimum standards for land surveying in the State of Mississippi.

Subsurface and environmental conditions were not examined or considered as a part of this survey.

The premises are situated in Zone X—Other Areas, which is defined as, "Areas determined to be outside the 0.2% annual chance floodplain", as shown on FIRM Map Number 28089C0415F, effective date of March 17, 2010.

Currently there is no earth moving work or building construction encompassing the entire property as evident to surveyor at time of survey.

No evidence of a solid waste dump, sump or sanitary landfill were evident to surveyor at time of survey.

No evidence of cemeteries, gravesites or burial grounds were evident to surveyor at time of survey.

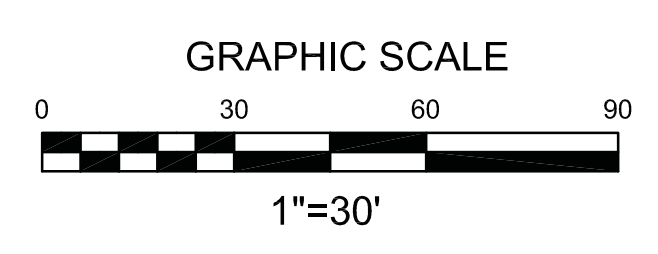
The boundary survey for this property was performed by Ron McMaster, Jr. dated September 7, 2021.

Property is zoned C-2 (Highway Commercial District)

Setback Limits:
Minimum Front Yard Requirements: 35 feet
Minimum Side Yard Requirements: 5 feet
Minimum Rear Yard Requirements: 5 feet
Minimum Side & Rear Requirements Abutting Residential: 50 feet

- Utilities MS One Call #22021813270919
AT&T Distribution
AT&T Transmission
Centerpoint Energy
Comcast Cable
Entergy MS
Gulf South Pipeline
Telepak (CSpire Fiber)
Uniti Fiber
Bear Creek Water Assoc.

TOTAL ACRES: 3.2389 acres



LEGEND

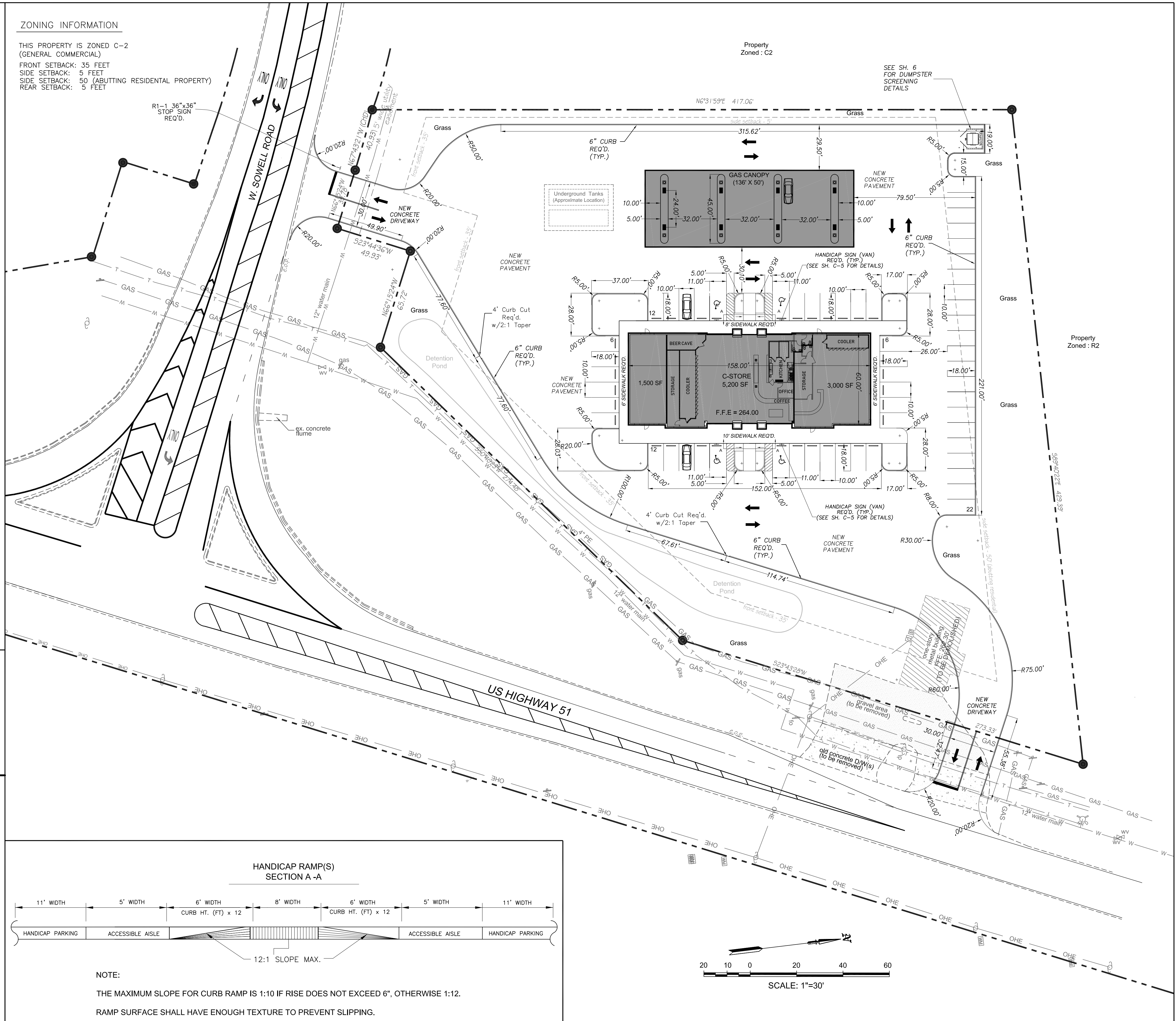
	UTILITY POLE		CABLE PEDESTAL
	GAS VALVE		TELEPHONE PEDESTAL
	WATER VALVE		SIGN
	1/2" IRON REBAR FOUND		STORM INLET
	1/2" IRON REBAR SET (18" long)		SAN. SEWER MANHOLE
	LIGHT POLE		SAN. SEWER
	WATER METER		GAS LINE
	SEWER CLEANOUT		UNDERGROUND TELECOM
	POWER METER		CONTOURS
	GAS METER		OVERHEAD POWER
	MONITORING WELL		UNDERGROUND ELECTRIC
	FIRE HYDRANT		WATER MAIN
			UNDERGROUND POWER
			FENCE

GENERAL CONSTRUCTION NOTES:

- Prior to construction, the Contractor shall be responsible for obtaining all permits from the City of Gluckstadt. Coordination by the contractor with the City should continue throughout the entire construction phase. All dimensions and specifications shall be checked and verified by the Contractor prior to the commencement of work.
- All proposed concrete curb and gutter, sidewalks, and concrete structures to be constructed of 3,500 psi concrete. See Drawing C-5 for details for curb and gutter, concrete pavement, sidewalks and other items not shown on this sheet.
- Unless otherwise noted, all striping shall comply with the manual on uniform traffic control devices (latest version).
- See topographic survey and/or civil drawings for all identified utilities. The contractor shall be responsible for determining the exact location of all existing utilities and shall contact any public and/or private utility company prior to construction. (Mississippi One-Call (811) or (601-362-4374).
- The Contractor shall be responsible for traffic control at or near the project site.
- It shall be the responsibility of the contractor to protect existing structures, fire hydrants, pipes, inlets, etc. from damages which might occur during construction. Extreme care should be exercised in work done in this vicinity. The contractor shall replace or repair any structures damaged during the life of the contract.
- Any utility line or service encountered during the construction whether shown on the plans or not, shall be protected by the contractor at no additional cost to the Owner.
- Provide expansion joints with 3/4" expansion joint material at intervals not greater than 30 feet for curb and gutter. Provide contraction joints in curb and gutter at intervals of no greater than 10 feet.
- Daily cleanup of materials and supplies will be required. The job site shall be maintained in a neat and orderly fashion. All Spoil Material (Trees, Shrubs, Old Pavement, etc.) shall be removed on a daily basis.
- The Contractor shall be required to maintain local access to all abutting properties during construction.
- All Areas where the natural vegetation is removed or destroyed during construction shall be seeded, mulched and fertilized, sodded, or planted as required by the Landscape Plan. Any and all temporary structures, embankments and culverts constructed during the progress of work shall be removed and the area restored to its original condition.
- Temporary and Construction Fencing shall be required where applicable.
- The Contractor's Field Representative shall be On-Site any time work is being conducted.
- All Existing Utilities requiring adjustment shall be done by Utility Owners. The Contractor shall be responsible for all repairs to existing utilities damaged during construction.

ZONING INFORMATION

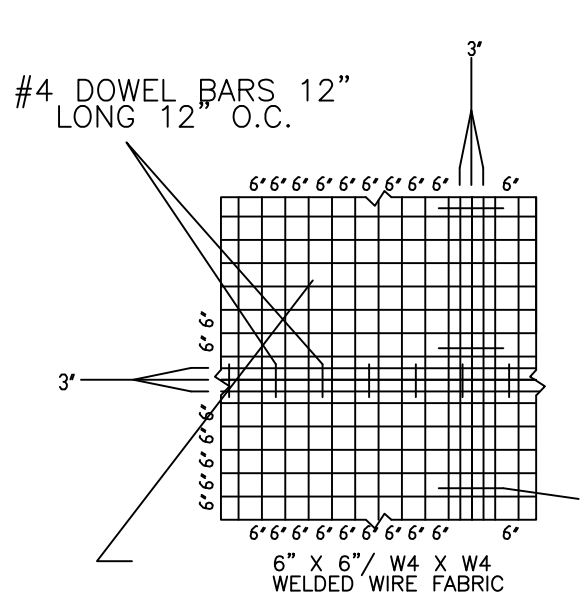
THIS PROPERTY IS ZONED C-2
(GENERAL COMMERCIAL)
FRONT SETBACK: 35 FEET
SIDE SETBACK: 5 FEET
SIDE SETBACK: 50 (ABUTTING RESIDENTIAL PROPERTY)
REAR SETBACK: 5 FEET



PARKING REQUIREMENTS

- PARKING STALL SIZE: (SEE PLANS)
- REQUIRED:
RETAIL: ONE PARKING SPACE FOR EACH 220 SQUARE FEET OF GROSS FLOOR AREA (APPROX. 9700 SQ.FT.) REQUIRED: 44 SPACES.
PROVIDED: 58 STALLS
INCLUDES 4 HANDICAP STALLS

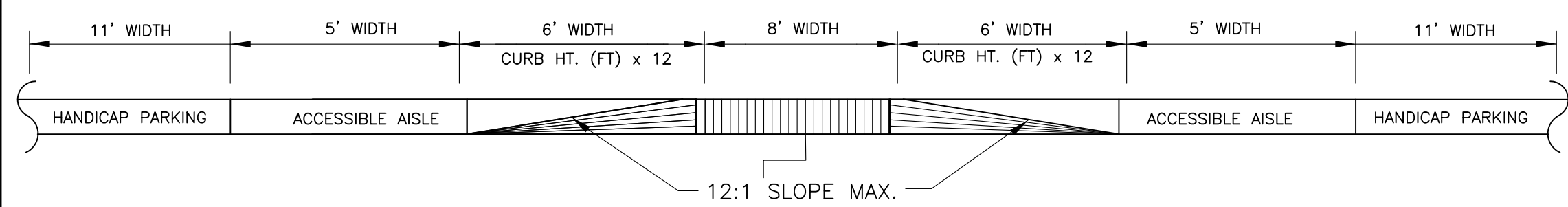
EXPANSION JOINT DETAIL FOR CONCRETE PAVEMENT (MIN. 3500 PSI)



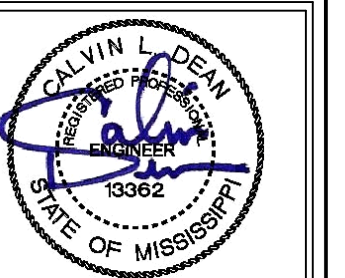
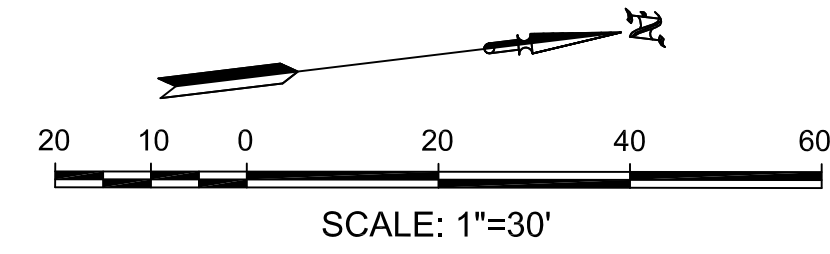
CONSTRUCTION NOTES:
1/2" Expansion Joints Required every 30' feet transversely and at center of the driveway longitudinally. Transverse contraction joints shall be required every 10 feet o.c. 1/4" wide and 1 1/2" deep. Wire Fabric shall be held in place by approved chairs or supports.
NOTE:
An Alternate Reinforcement can be used as approved by the Engineer.

TRANSVERSE EXPANSION JOINT (30' C. to C)
SEE SH. C-5 FOR CONCRETE PAV'T. DETAILS

HANDICAP RAMP(S) SECTION A-A



NOTE:
THE MAXIMUM SLOPE FOR CURB RAMP IS 1:10 IF RISE DOES NOT EXCEED 6", OTHERWISE 1:12.
RAMP SURFACE SHALL HAVE ENOUGH TEXTURE TO PREVENT SLIPPING.



THE INFORMATION SHOWN ON THIS DRAWING IS THE PROPERTY OF CROWN ENGINEERING, PLLC AND WAS CREATED SOLELY FOR THE DEVELOPMENT OF THIS PROJECT. THIS DRAWING SHALL NOT BE RE-USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF CROWN ENGINEERING. ANY RE-USE OF THIS DRAWING FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF CROWN ENGINEERING IS PROHIBITED. THE ENGINEER SHALL BE HELD RESPONSIBLE FOR ANY LOSSES AND EXPENSES ARISING FROM UNAUTHORIZED RE-USE OF THIS DRAWING. UNAUTHORIZED USE OF THE DRAWING IS A VIOLATION OF LAW AND IS STRICTLY PROHIBITED.

Crown Engineering, PLLC
Engineers & Project Managers
P.O. Box 16812
Jackson, MS 39236
Ph: (601) 713-4346

PROJECT:
**SITE DEVELOPMENT PLANS
NEW CONVENIENCE STORE
2210 HIGHWAY 51
GLUCKSTADT, MS**

SHEET TITLE:
SITE PLAN

NO.	REVISIONS

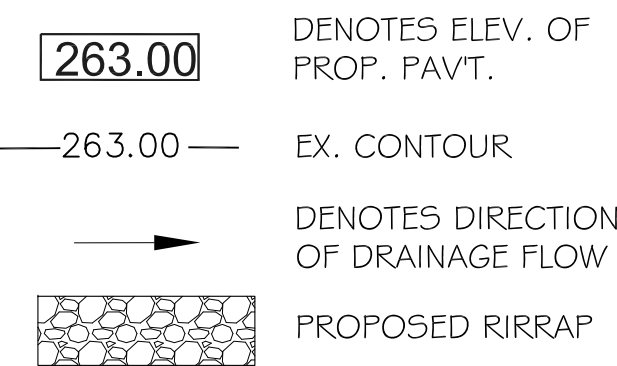
SCALE:
1" = 30'
DRAWING NUMBER
C-2
SHEET NO.
3 of 6

Construction Notes:

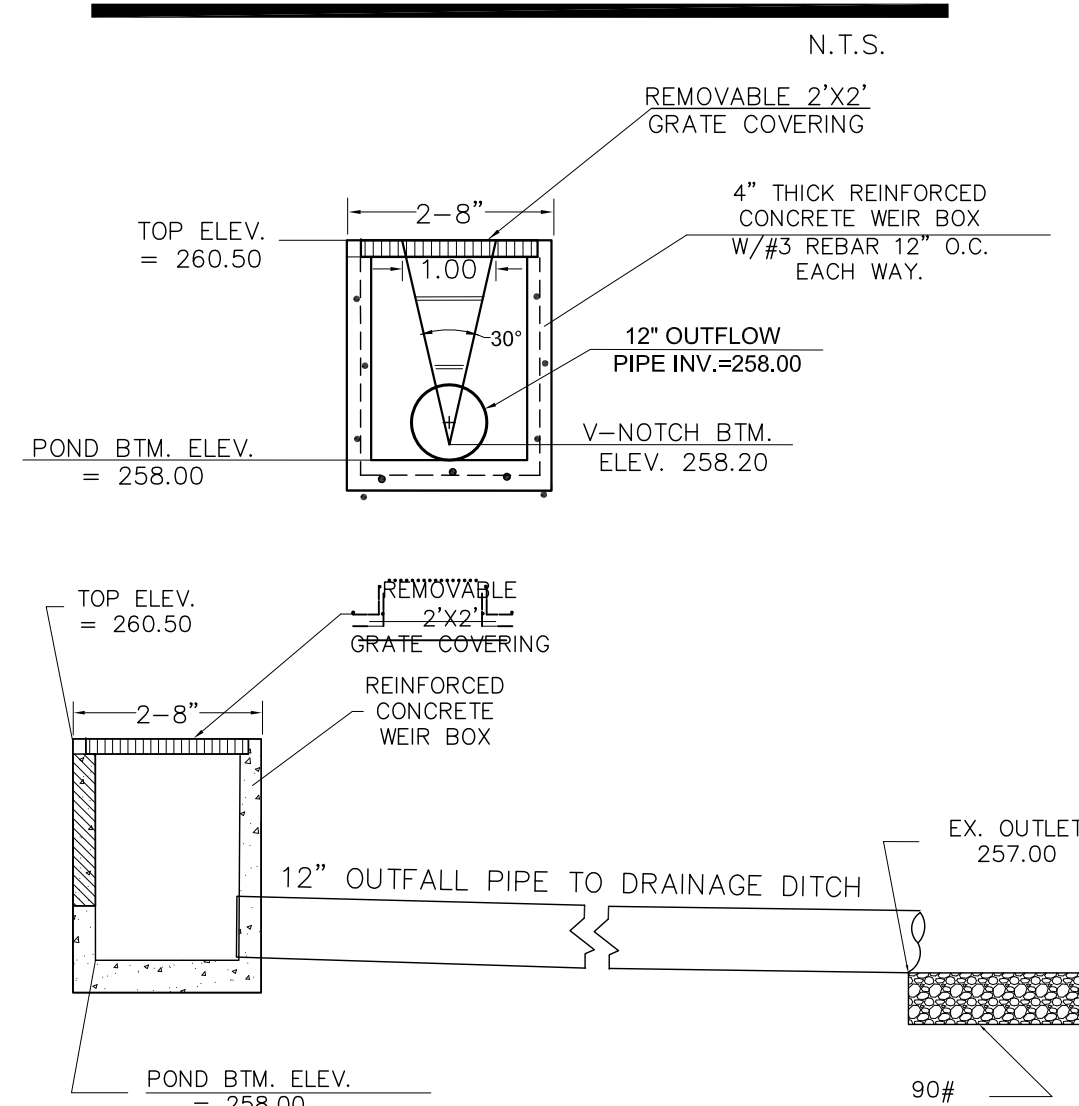
- Prior to excavation, The Contractor must coordinate directly with the involved owners to get underground utility lines field located in advance of construction.
- The Contractor shall be responsible for traffic control at or near the project site.
- It shall be the responsibility of the contractor to protect existing structures, pipes, inlets, selected trees, etc. from damages which might occur during construction. Extreme care should be exercised in work done in this vicinity. The contractor shall replace or repair any structures damaged during the life of the contract.
- Any utility line or service encountered during the construction whether shown on the plans or not, shall be protected by the contractor.
- Daily cleanup of materials and supplies will be required. The job site shall be maintained in a neat and orderly fashion.
- All Areas where the natural vegetation is removed or destroyed during construction shall be seeded, mulched and fertilized or sodded.
- Prior to the placement of any new pavement, the existing subgrade shall be proof-rolled and compacted to min. 95% of the Maximum Standard Proctor and loose soil encountered during compaction shall be removed and replaced with suitable backfill material as required. See Sheet C-5 for details.
- The Existing Contours on the Grading and Drainage Plan are based upon the latest survey supplied by the Surveyor.
- See Dwg. No. C-5 for details for pavement typical section, pipe installation, curb and gutter details
- The Drainage Basins for the Storm Drainage System shall be precast reinforced concrete or cast-in-place reinforced concrete and sized as shown on the drawings. All Storm Pipes shall be reinforced concrete and sized as shown on the drawings. All frames & grates shall be ductile iron per ASTM A536 grade 70-50-05 and shall be traffic rated for H-20 load. Installation shall be per manufacturer's instructions.
- Pipes, bends, tees, and other appurtenances necessary for the underground roof drainage system shall be connected as required for a watertight system and connected to the proposed storm drainage inlet as required. See Arch. Drawings for more details on final roof drain locations and spacing dimensions.

EROSION CONTROL ITEMS:

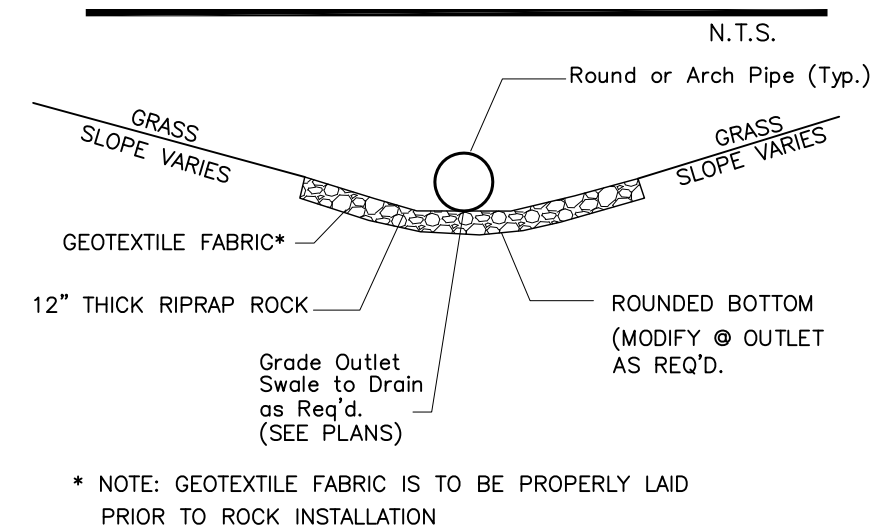
- The Contractor shall plan and execute construction and earthwork by methods to control surface drainage from cuts and fills and from borrow and waste disposal areas, to prevent erosion and sedimentation. The areas of bare soil exposed at one time shall be held to a minimum. Temporary control measures such as silt fences or wattles shall be provided as shown on the plans or as directed by the Engineer.
- See sheet Dwg. No. C-5 for stormwater management plan and installation details of the erosion control items.
- All appropriate measure shall be taken to insure fill materials, construction activities and structures will not encroach on adjacent properties.



CONCRETE V-NOTCH WEIR BOX DETAILS



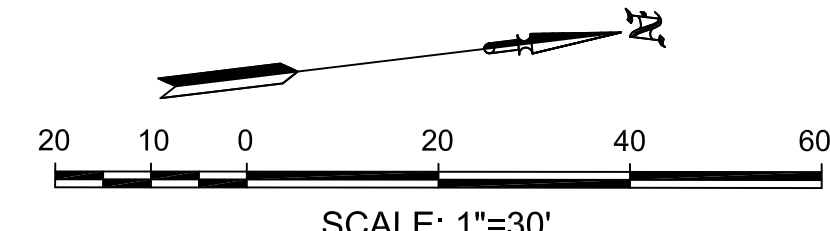
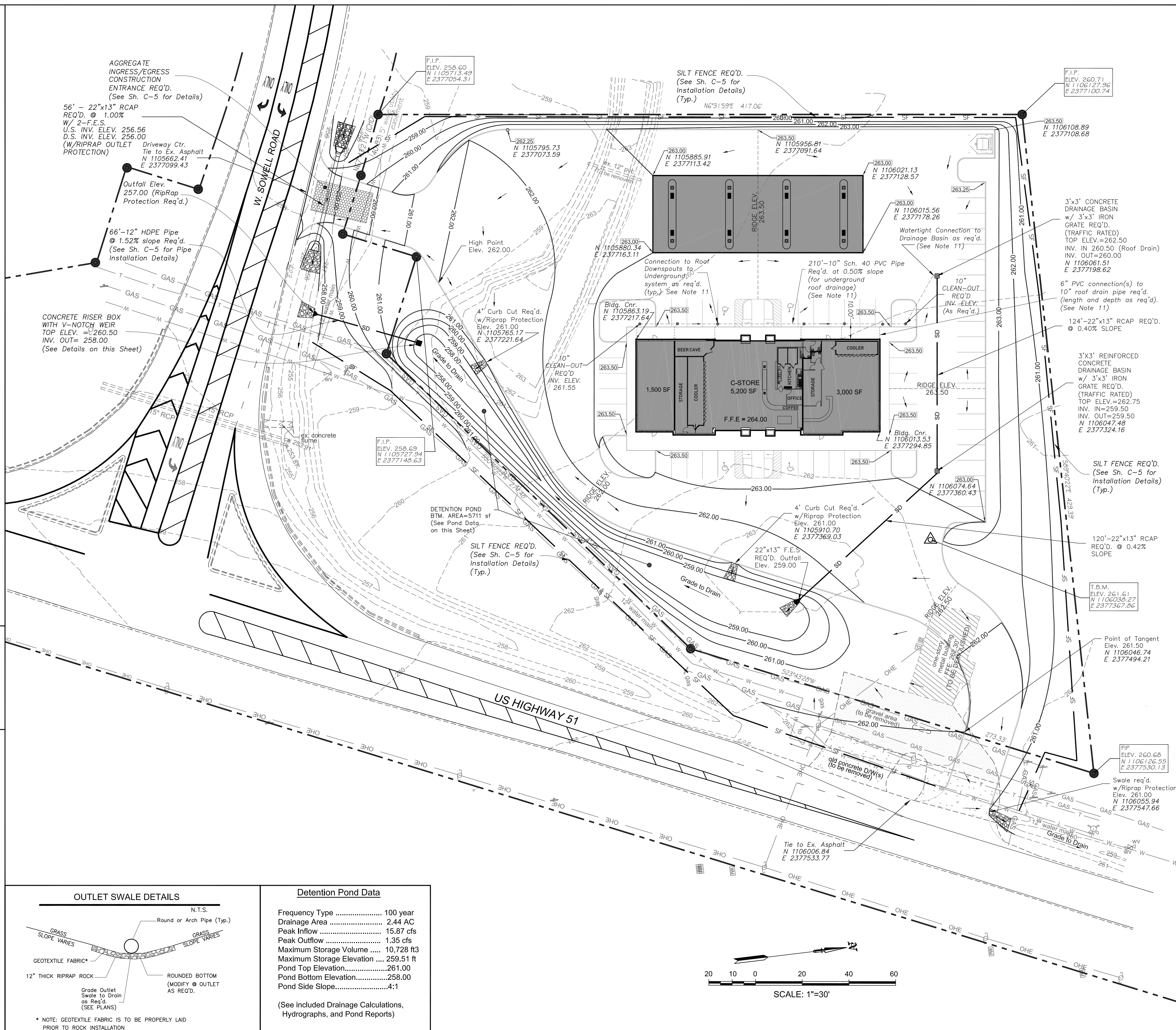
OUTLET SWALE DETAILS



Detention Pond Data

Frequency Type	100 year
Drainage Area	2.44 AC
Peak Inflow	15.87 cfs
Peak Outflow	1.35 cfs
Maximum Storage Volume	10,726 ft ³
Maximum Storage Elevation	259.51 ft
Pond Top Elevation	261.00
Pond Bottom Elevation	258.00
Pond Side Slope	4:1

(See included Drainage Calculations, Hydrographs, and Pond Reports)



THE INFORMATION SHOWN ON THIS DRAWING IS THE PROPERTY OF CROWN ENGINEERING, PLLC AND WAS CREATED SOLELY FOR THE DEVELOPMENT OF THIS PROJECT. THIS DRAWING SHALL NOT BE RE-USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF CROWN ENGINEERING, PLLC. THE ENGINEER SHALL BE HELD HARMLESS FROM ANY AND ALL LOSSES AND EXPENSES ARISING FROM UNAUTHORIZED RE-USE OF THIS DRAWING. UNAUTHORIZED USE OF THIS DRAWING IS A VIOLATION OF LAW AND IS STRICTLY PROHIBITED.

Crown Engineering, PLLC
Engineers & Project Managers
P.O. Box 16812
Jackson, MS 39236
Ph: (601)713-4346

PROJECT:
SITE DEVELOPMENT PLANS
NEW CONVENIENCE STORE
2210 HIGHWAY 51
GLUCKSTADT, MS

SHEET TITLE:
GRADING, DRAINAGE
& EROSION CONTROL
PLAN

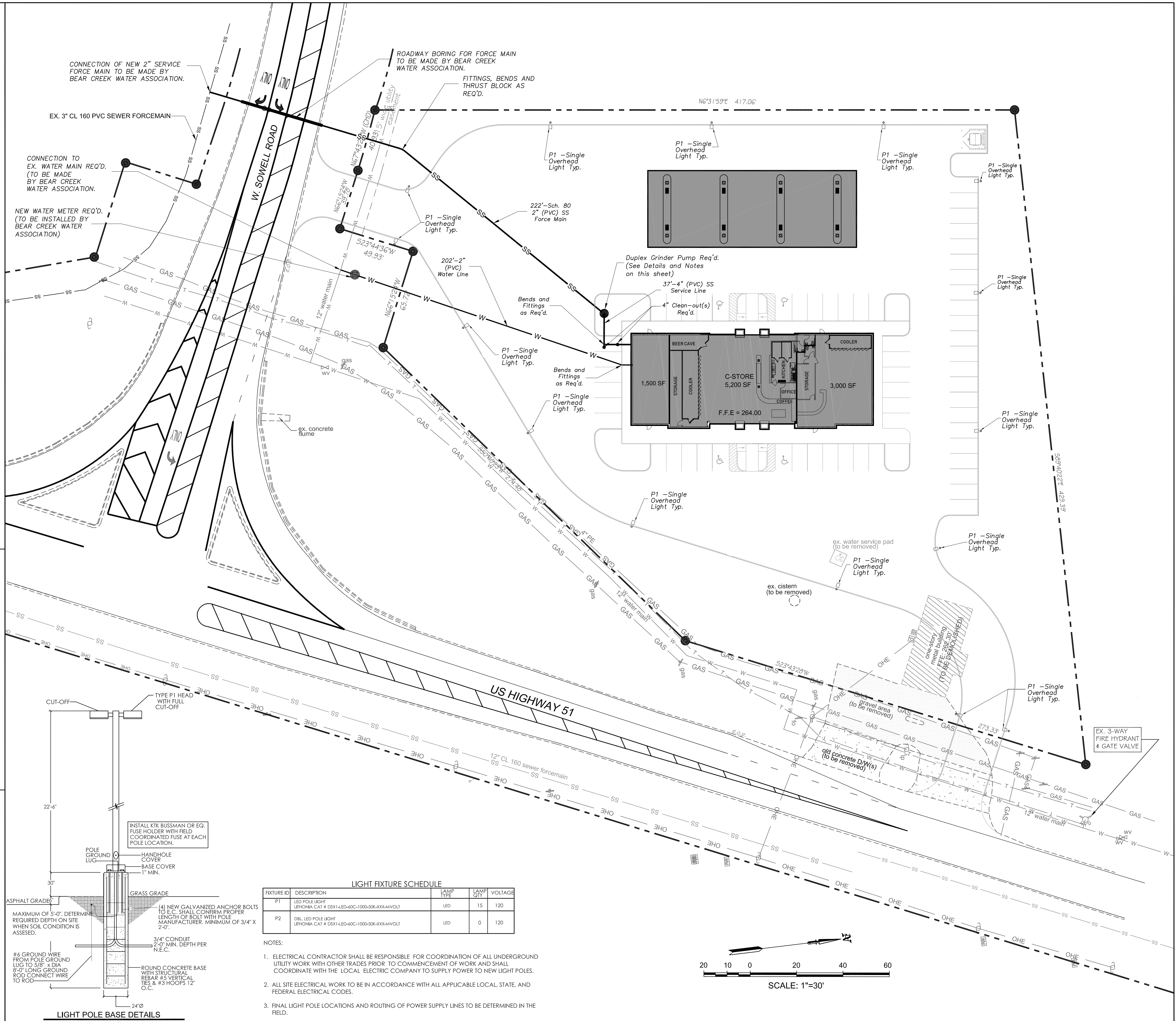
REVISIONS

SCALE:
1" = 30'

DRAWING NUMBER
C-3
SHEET NO.
4 of 6

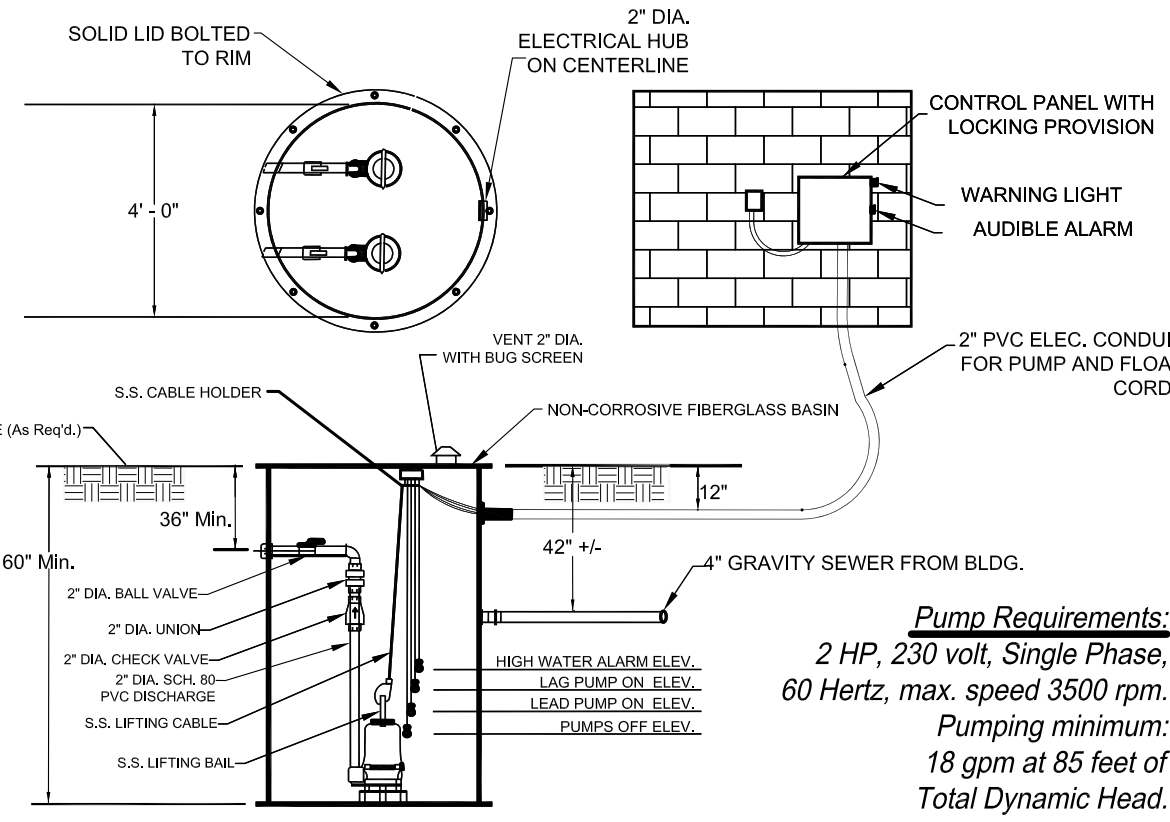
Construction Notes:

- Sanitary Sewer Lines and appurtenances shall conform to applicable requirements of the City of Gluckstadt.
- Water Lines and appurtenances shall conform to all applicable requirements of the City of Gluckstadt.
- Contractor shall verify depths of water and sewer lines prior to placement to meet required clearances. At locations where the water and sewer lines must cross each other, there shall be a minimum vertical clearance of 18 inches with the water line crossing over the sewer line.
- New water service line shall be a minimum of 2" in diameter and installed a minimum of 3 feet from final grade. New sanitary sewer service line shall be 4" in diameter and a 2" Force Main (PVC) as required on drawings.
- 11.25°, 22.50°, 45° bends or a combination thereof shall be installed on the sanitary sewer service liner to achieve the required fall for connection to the existing manhole.
- If applicable, final routing for new gas service line to be determined in the field by the appropriate gas company.
- Clean-outs are to be installed at all locations where change in direction of service line occurs. Depths shall be as required. See architectural drawings for specific locations for continuation of water and sanitary sewer service line piping.
- The Contractor shall furnish, place and maintain all sheeting, shoring, and bracing required to support the sides of all trench excavations. The Contractor shall be responsible for the sufficiency of any such supports to prevent any movement which can in any way damage or delay work; endanger or cause damage to adjacent pavements, buildings, or other structures; or create undue hazards to workmen.
- The location and depth of the existing water and sanitary sewer main line will be checked by the plumbing contractor to verify its conformity to the requirements for new construction prior to the use of any such line. Water and sewer service connections shall be done by the Bear Creek Water Association.
- All existing utilities requiring adjustment shall be done by the appropriate utility owner. The contractor shall be responsible for all repairs to existing utilities damaged during construction.
- Any existing service lines, ex. water meters not used for construction shall be located and removed or abandoned and capped.



DUPLEX GRINDER PUMP DETAILS

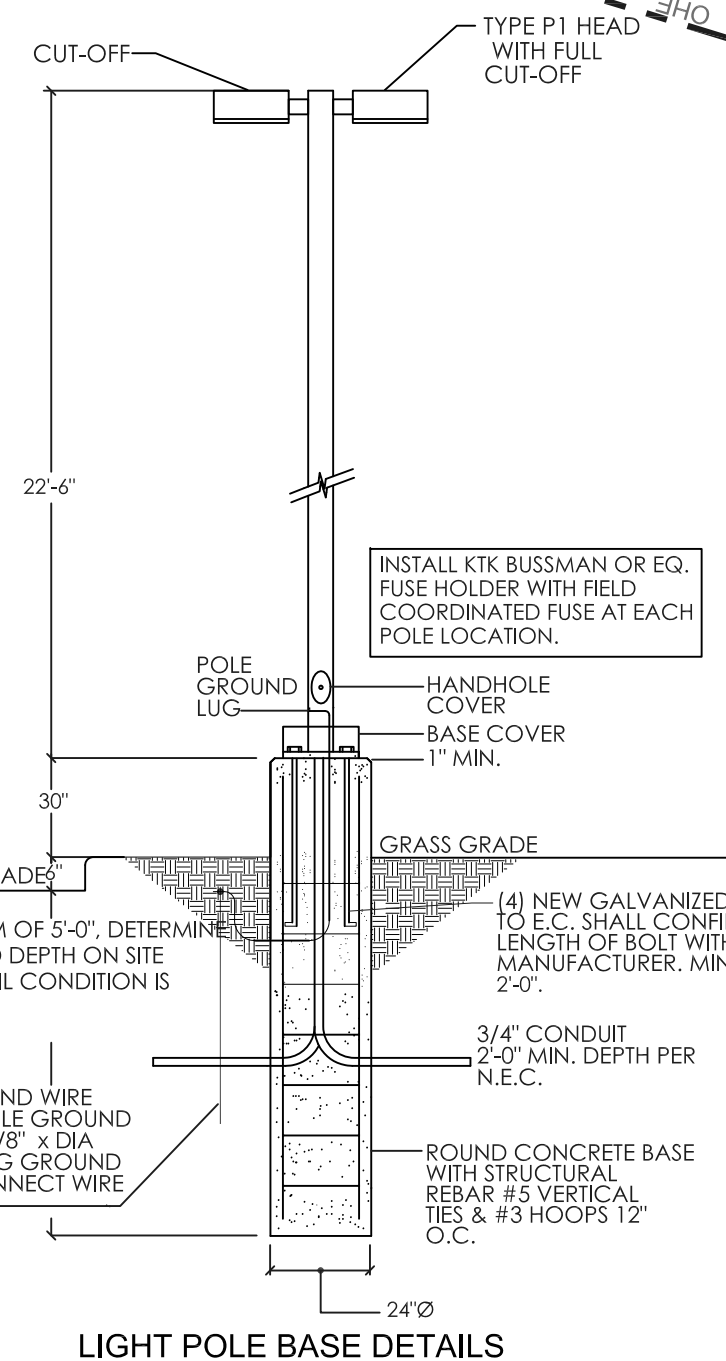
N.T.S.



Pump Requirements:
 2 HP, 230 volt, Single Phase,
 60 Hertz, max. speed 3500 rpm.
Pumping minimum:
 18 gpm at 85 feet of
 Total Dynamic Head.

Grinder Pump Construction Notes:

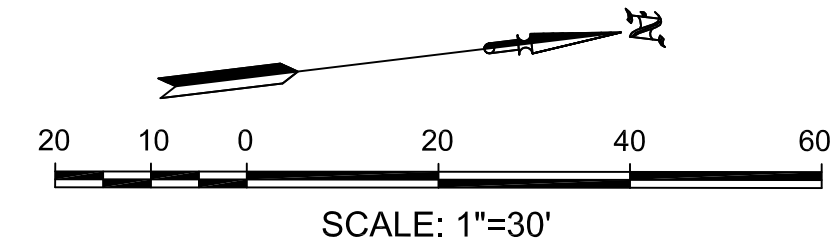
- Grinder Pump to be installed, maintained, and operated by the Owner.
- Pump basins shall be of non-corrosive fiberglass construction. The basin shall be a minimum of 48 inches in diameter and 72 inches in depth unless otherwise approved by the Engineer.
- The pump station discharge piping shall include a self-cleaning ball-type check valve, hydraulically-sealed discharge flange, and a gate valve with handle extension.
- The station shall be equipped with an exterior wall mounted or pedestal mounted electrical control panel in a NEMA4X, weather tight, non-corrosive fiberglass enclosure with a dead front outer door with a locking hasp or handle. A hinged inner door shall be provided for mounting a hand-off-automatic pump control switch, electrical overload reset buttons, running light, and related electrical equipment. **Final Control Panel location to be determined in the field.**
- A 6" Steel Casing shall be used in the following cases:
 - Crosses over or under a water line. (See Note 3)
 - Crosses beneath storm drainage pipe with less than three (3) feet of clearance or above storm drainage pipe with less than two (2) feet of clearance.
 - Cover is less than 36".



LIGHT FIXTURE SCHEDULE			
FIXTURE ID	DESCRIPTION	LAMP TYPE	VOLTAGE
P1	LED POLE LIGHT LITHONIA CAT # DSX1-LED-40C-1000-SKXXX-VOLT	LED	15 120
P2	DBL LED POLE LIGHT LITHONIA CAT # DSX1-LED-40C-1000-SKXXX-VOLT	LED	0 120

NOTES:

- ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ALL UNDERGROUND UTILITY WORK WITH OTHER TRADES PRIOR TO COMMENCEMENT OF WORK AND SHALL COORDINATE WITH THE LOCAL ELECTRIC COMPANY TO SUPPLY POWER TO NEW LIGHT POLES.
- ALL SITE ELECTRICAL WORK TO BE IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL ELECTRICAL CODES.
- FINAL LIGHT POLE LOCATIONS AND ROUTING OF POWER SUPPLY LINES TO BE DETERMINED IN THE FIELD.



THE INFORMATION SHOWN ON THIS DRAWING IS THE PROPERTY OF CROWN ENGINEERING, PLLC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN CONSENT OF CROWN ENGINEERING, PLLC. THE ENGINEER SHALL BE HELD RESPONSIBLE FOR ANY LOSSES AND EXPENSES ARISING FROM UNAUTHORIZED RE-USE OF THIS DRAWING. UNAUTHORIZED USE OF THIS DRAWING IS A VIOLATION OF LAW AND IS STRICTLY PROHIBITED.

Crown Engineering, PLLC
 Engineers & Project Managers
 P.O. Box 16812
 Jackson, MS 39236
 Ph: (601) 713-4346

DATE: 06/08/2023
 CHECKED: CD
 DESIGNED: CD
 DRAWN: UC/UBR/BDJ

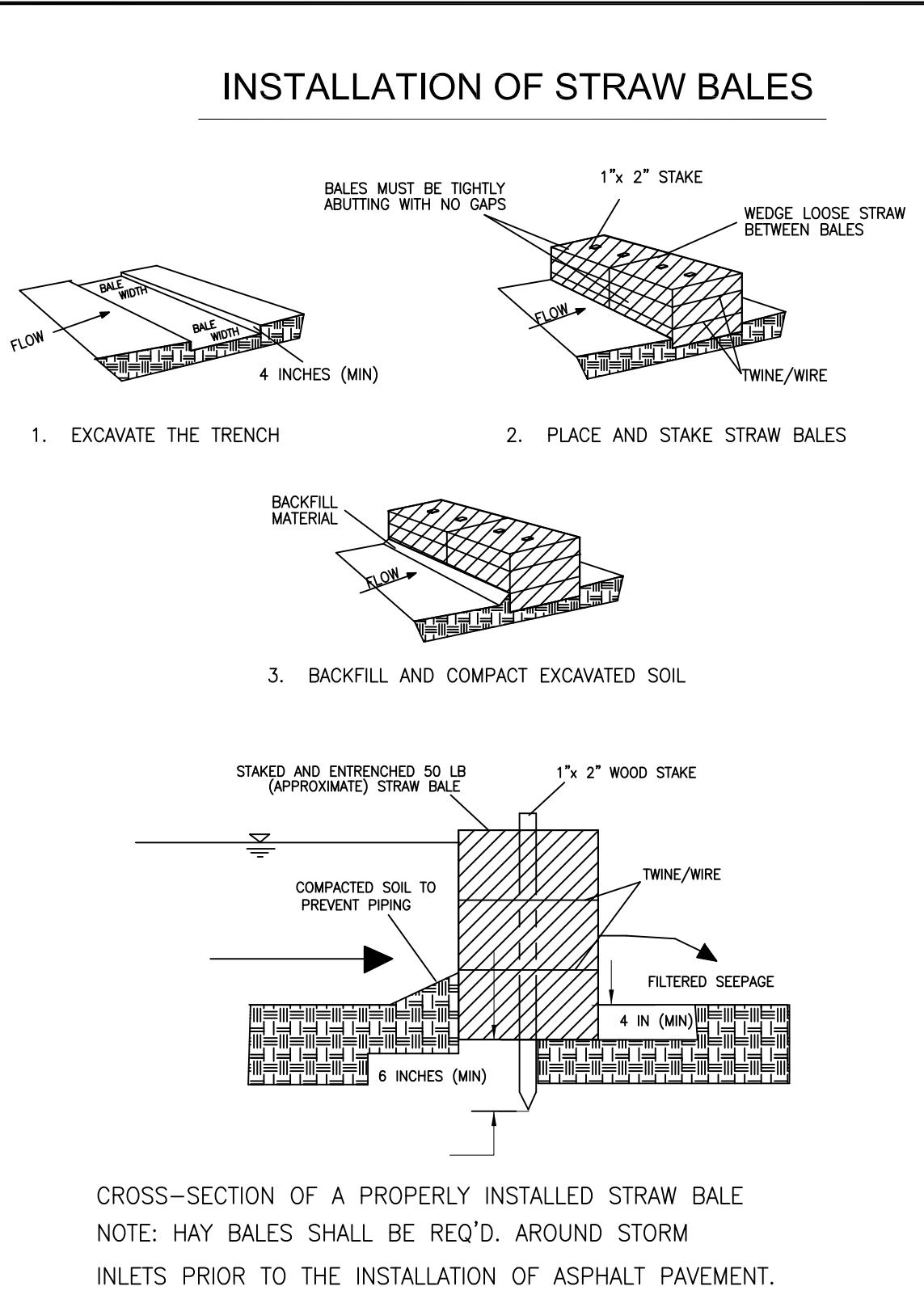
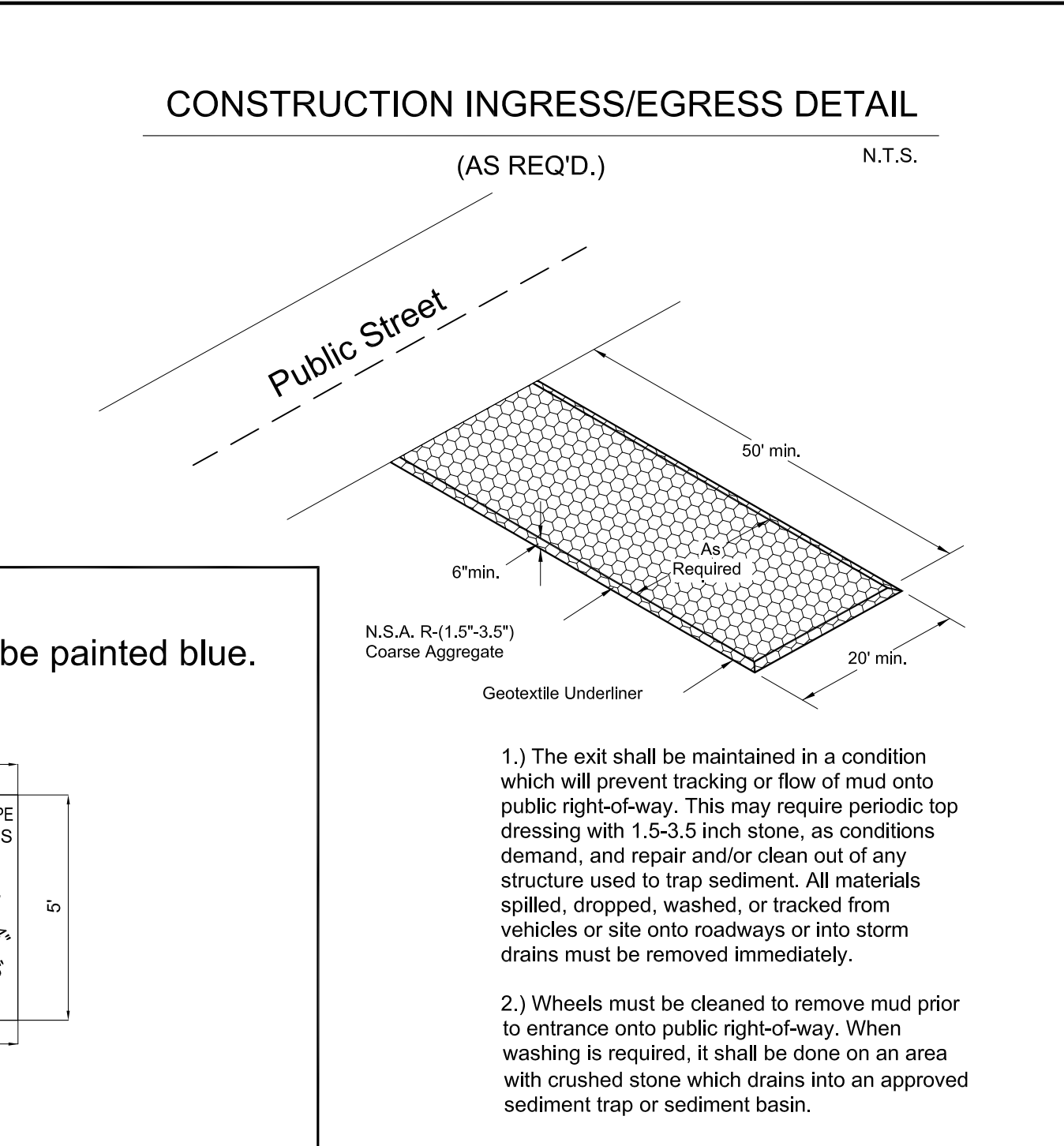
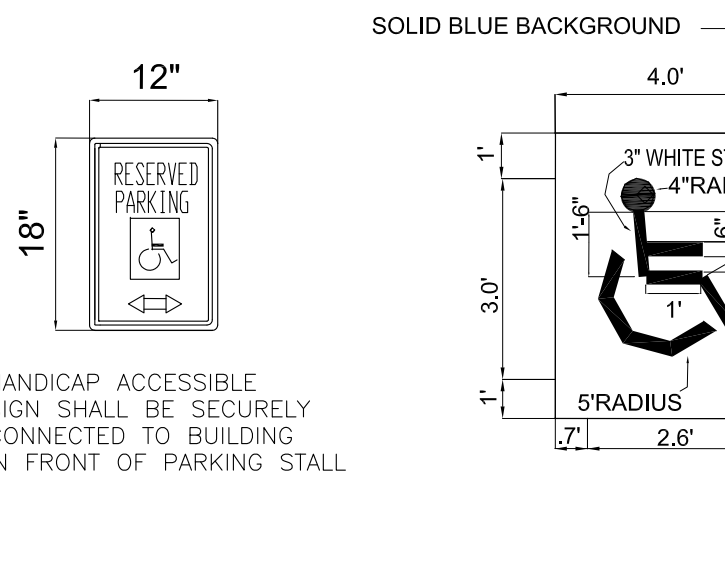
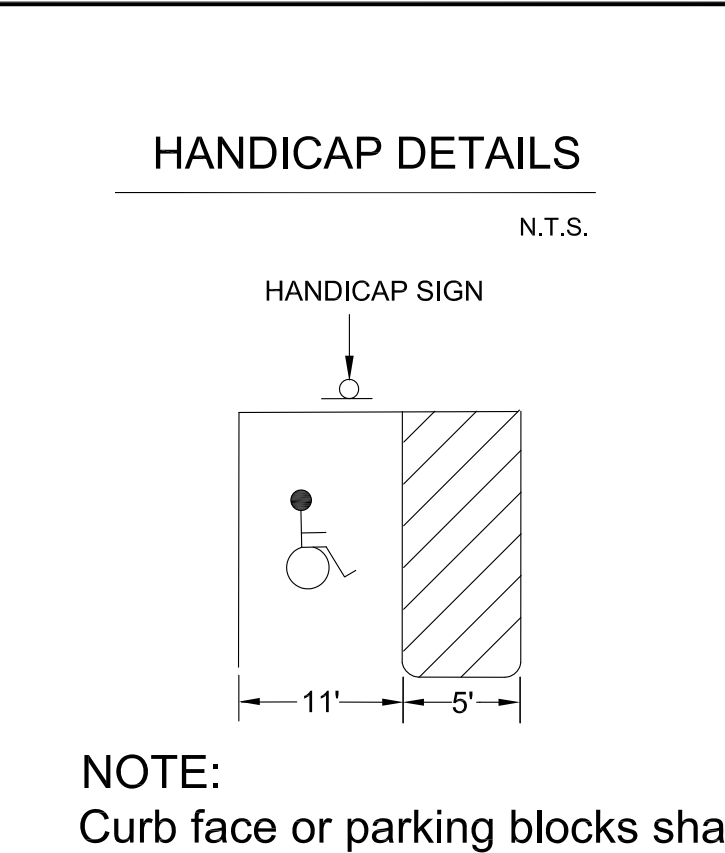
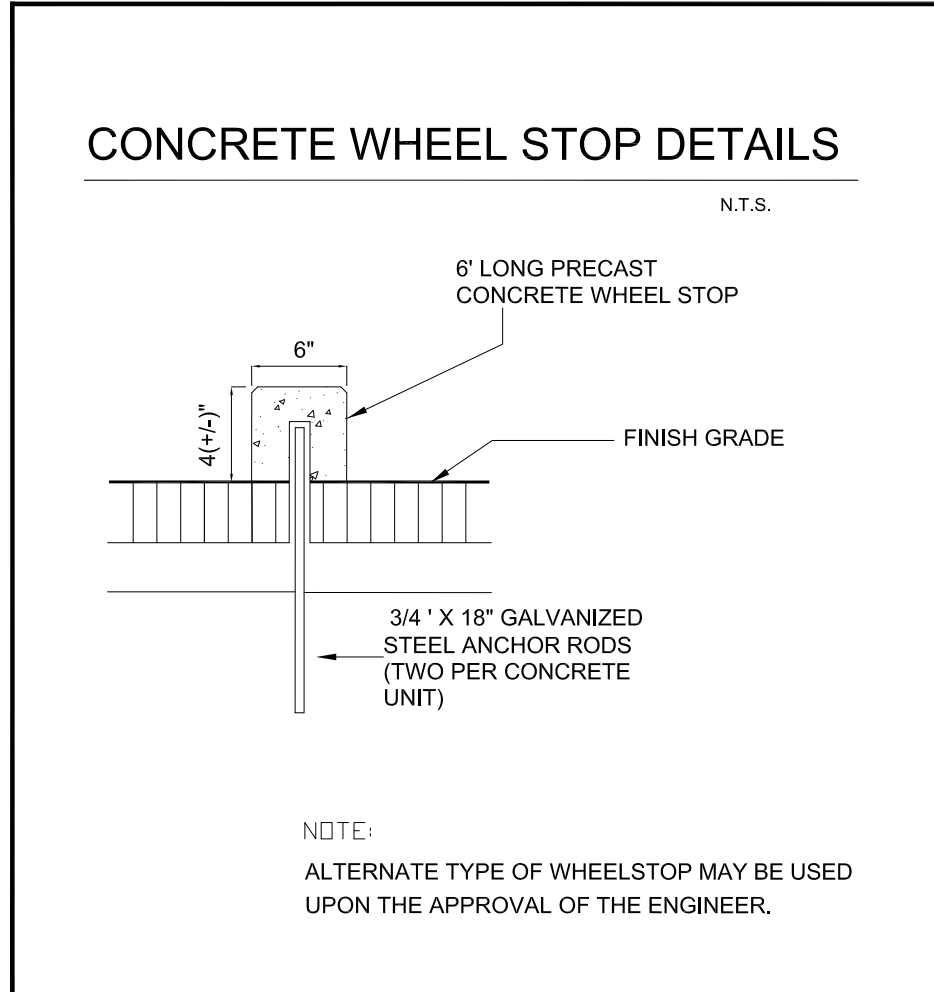
PROJECT:
 SITE DEVELOPMENT PLANS
 NEW CONVENIENCE STORE
 2210 HIGHWAY 51
 GLUCKSTADT, MS

SHEET TITLE:
 WATER & SEWER
 LAYOUT PLAN

NO.	REVISIONS

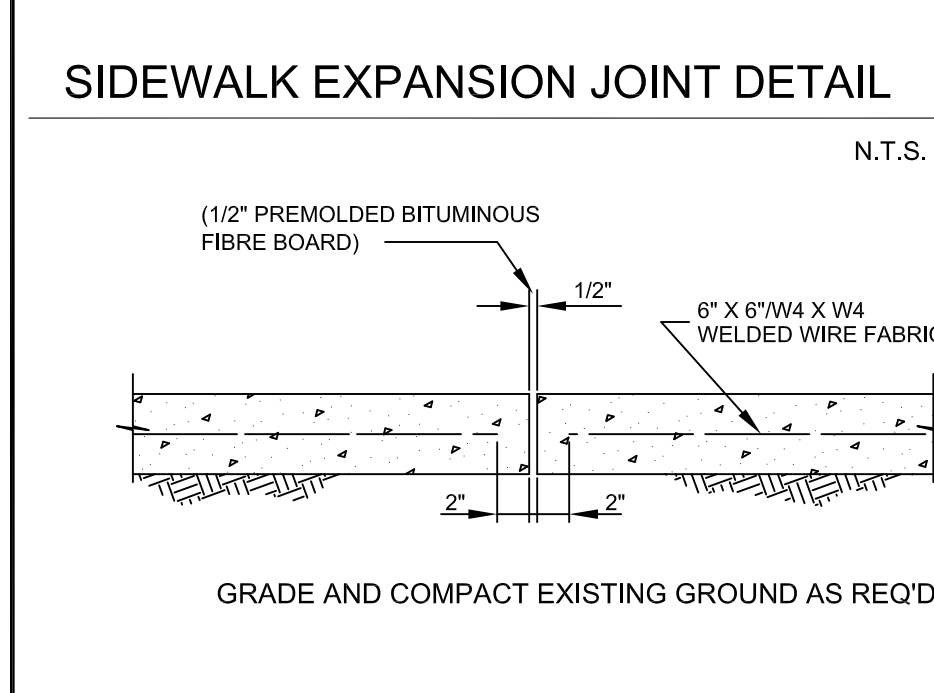
SCALE:
 1" = 30'

DRAWING NUMBER
C - 4
 SHEET NO.
 5 of 6



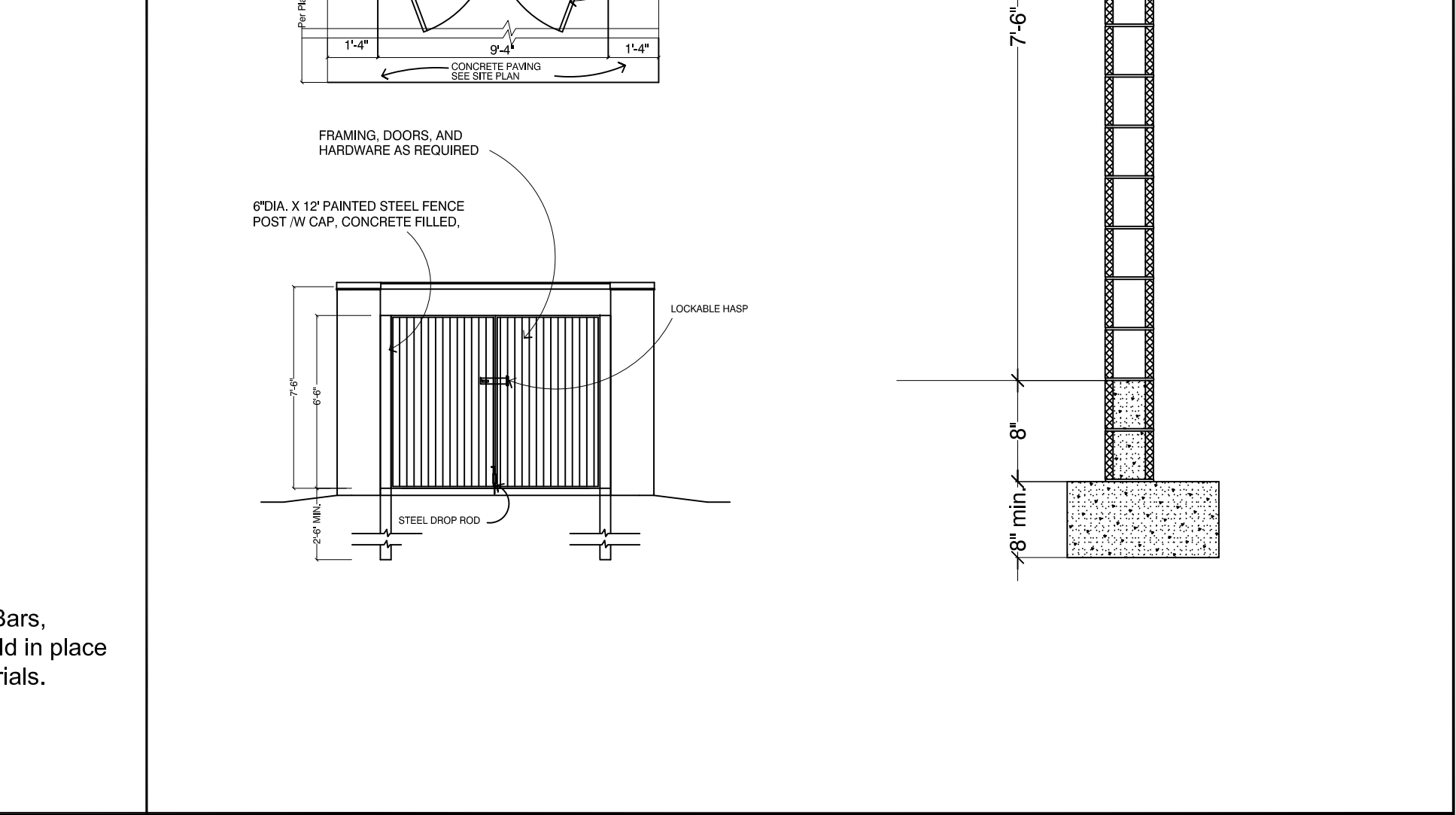
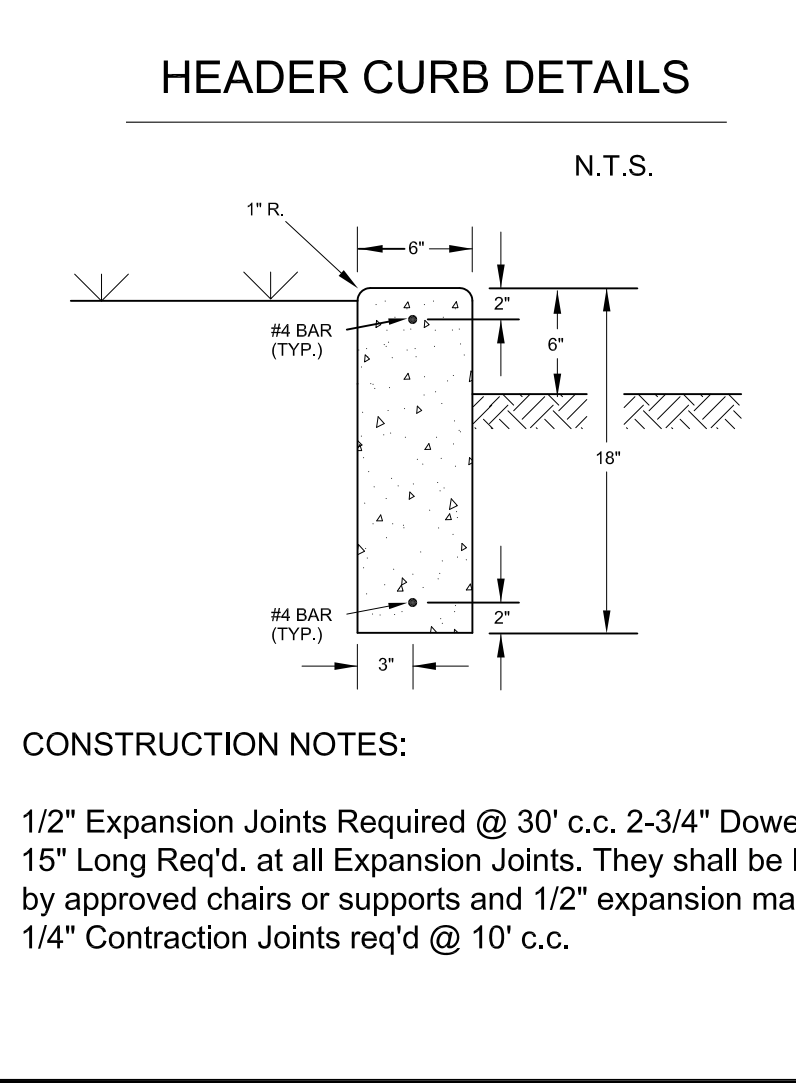
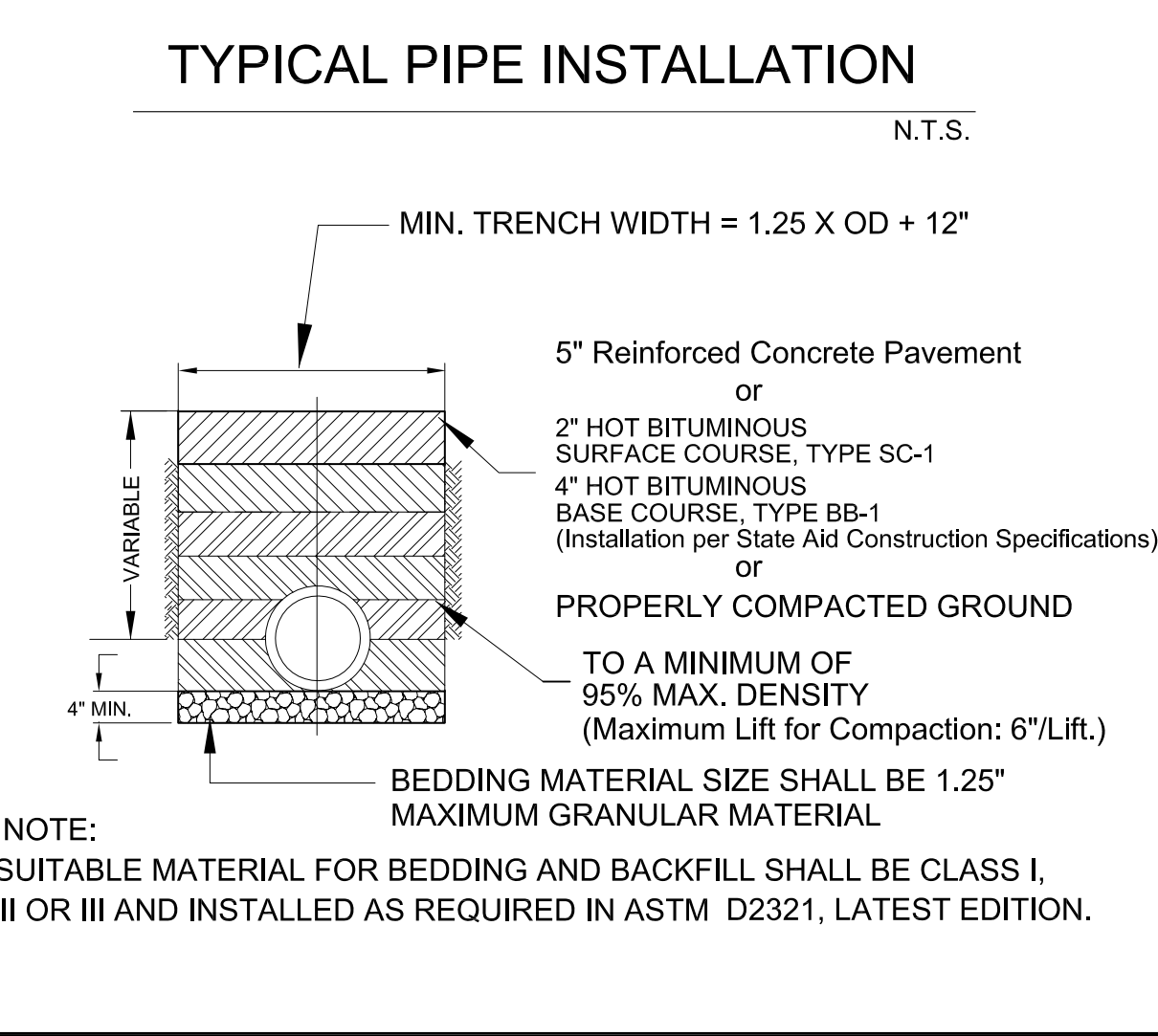
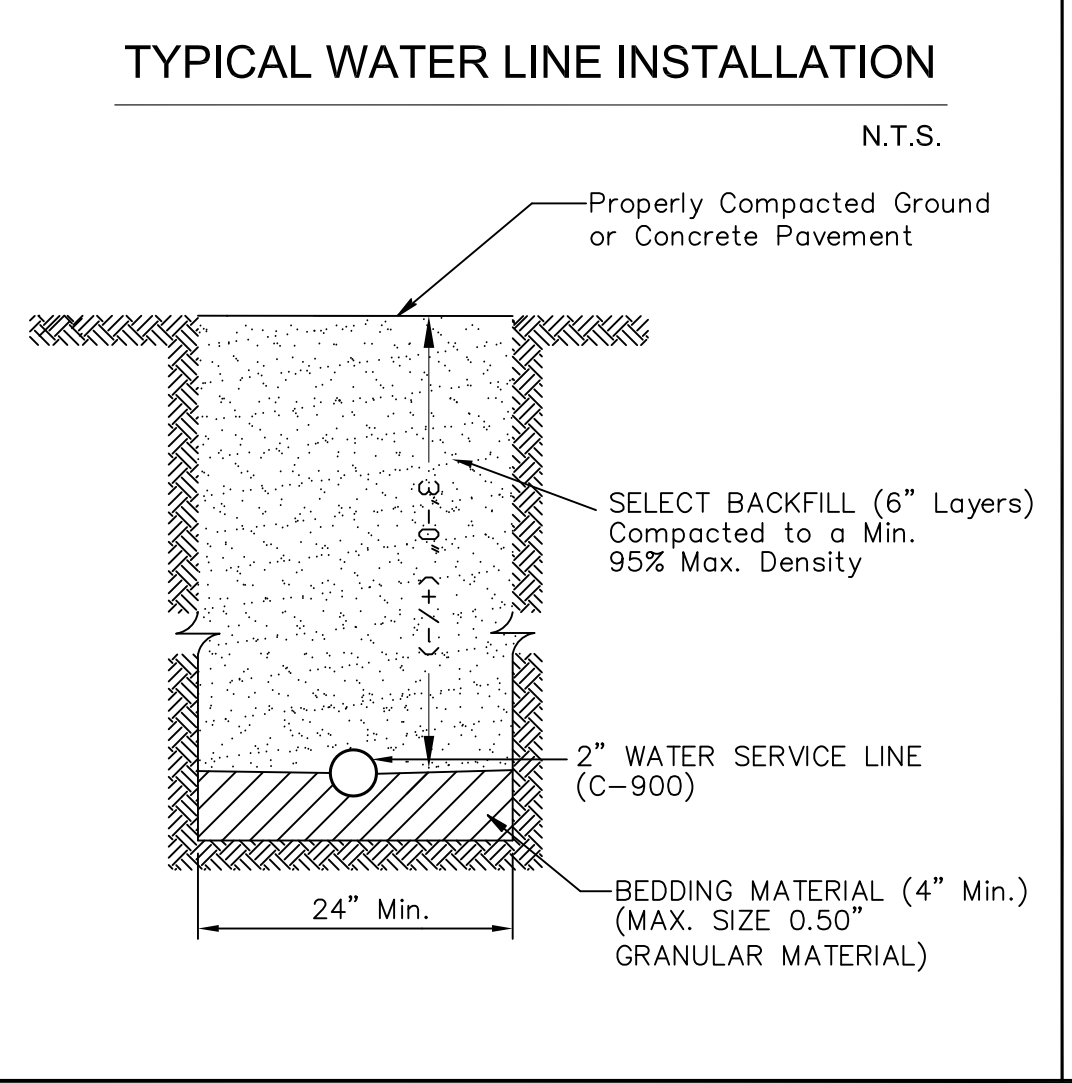
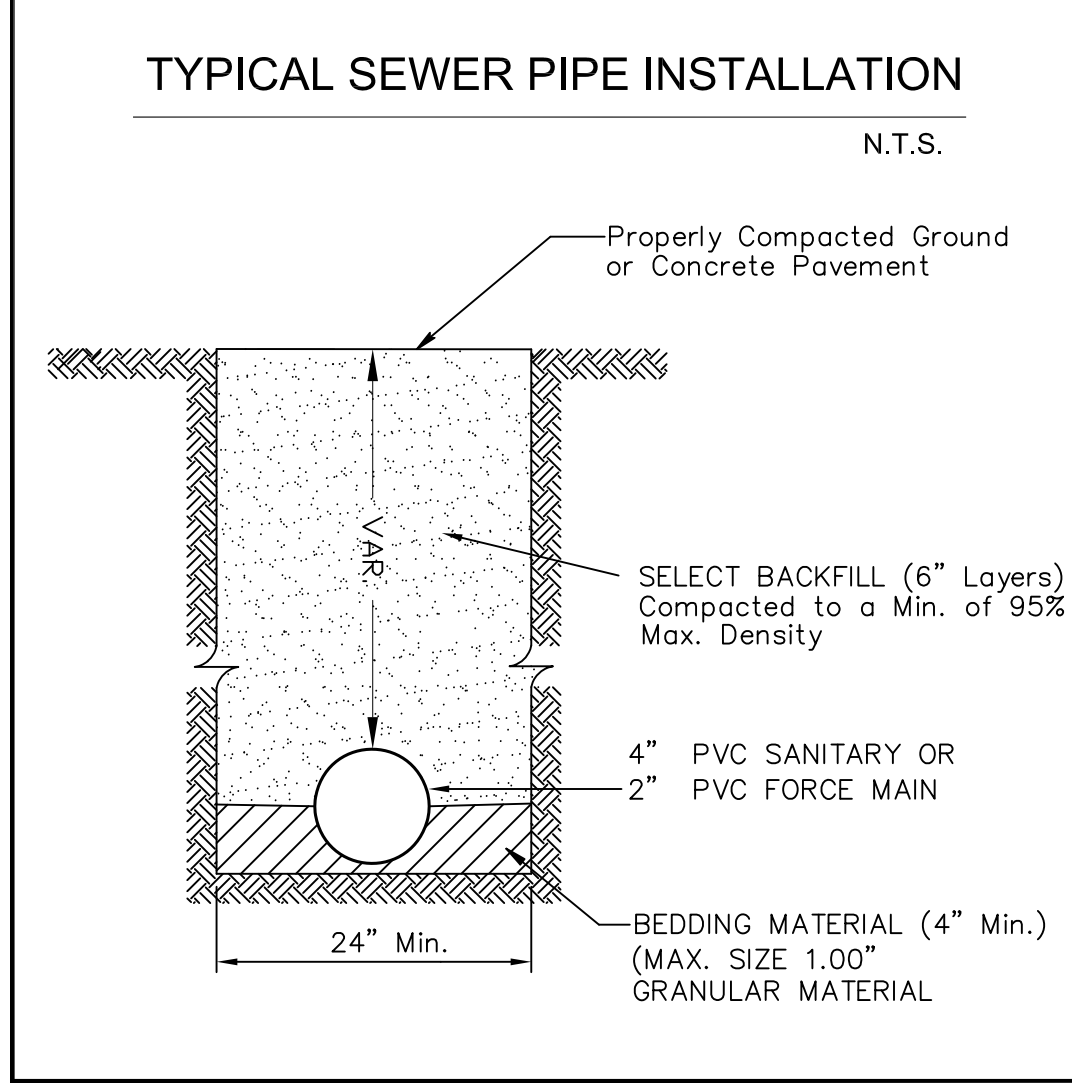
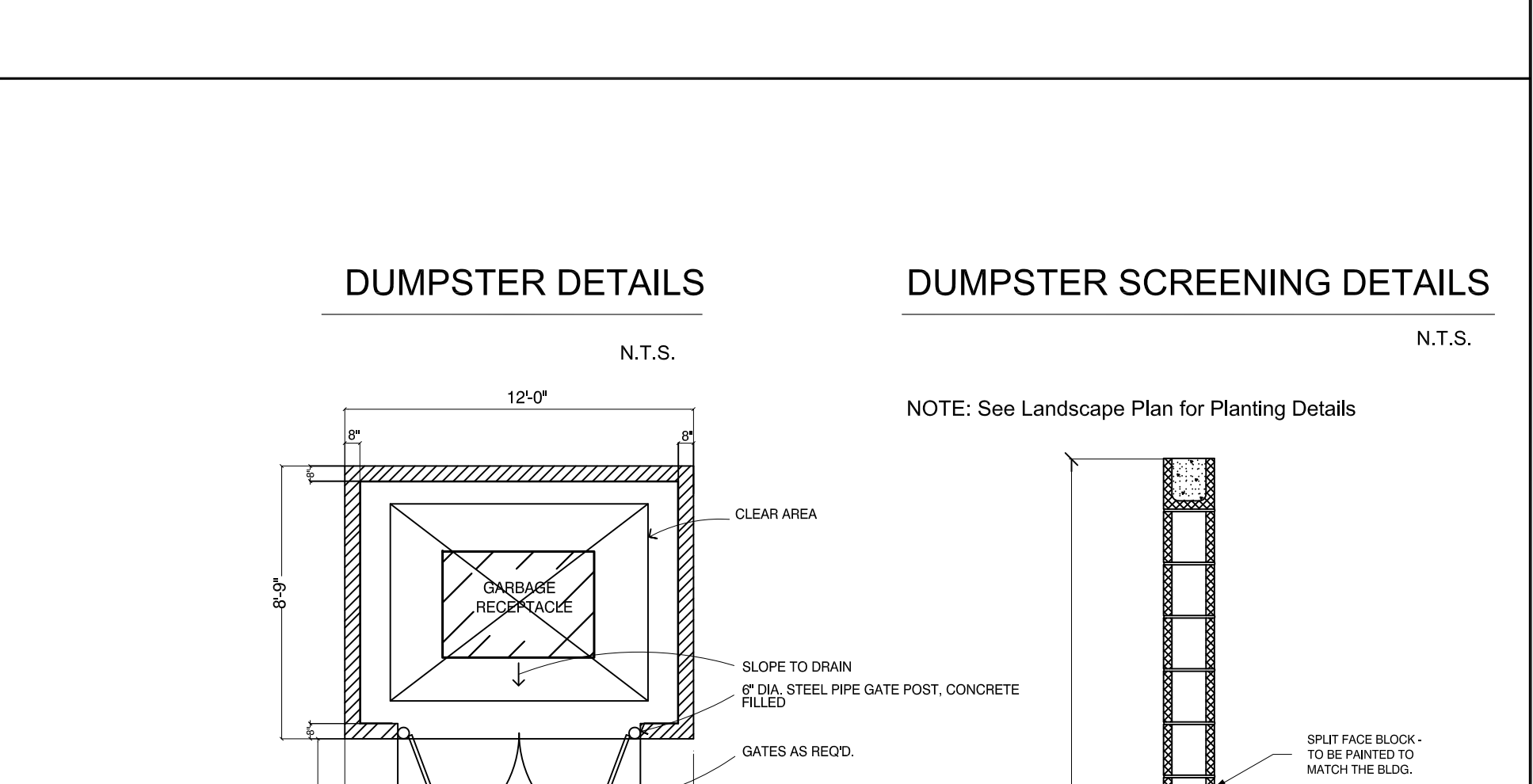
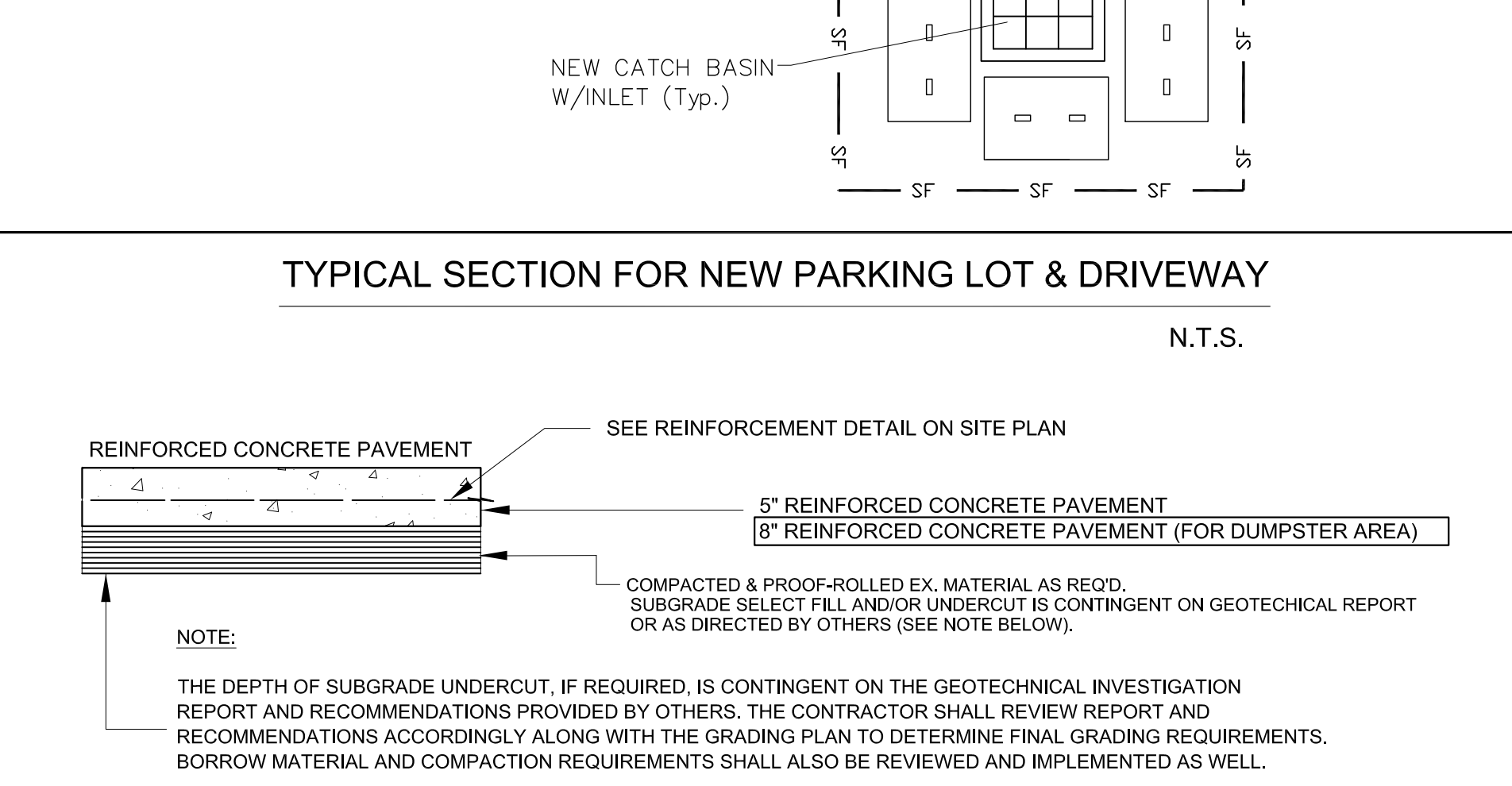
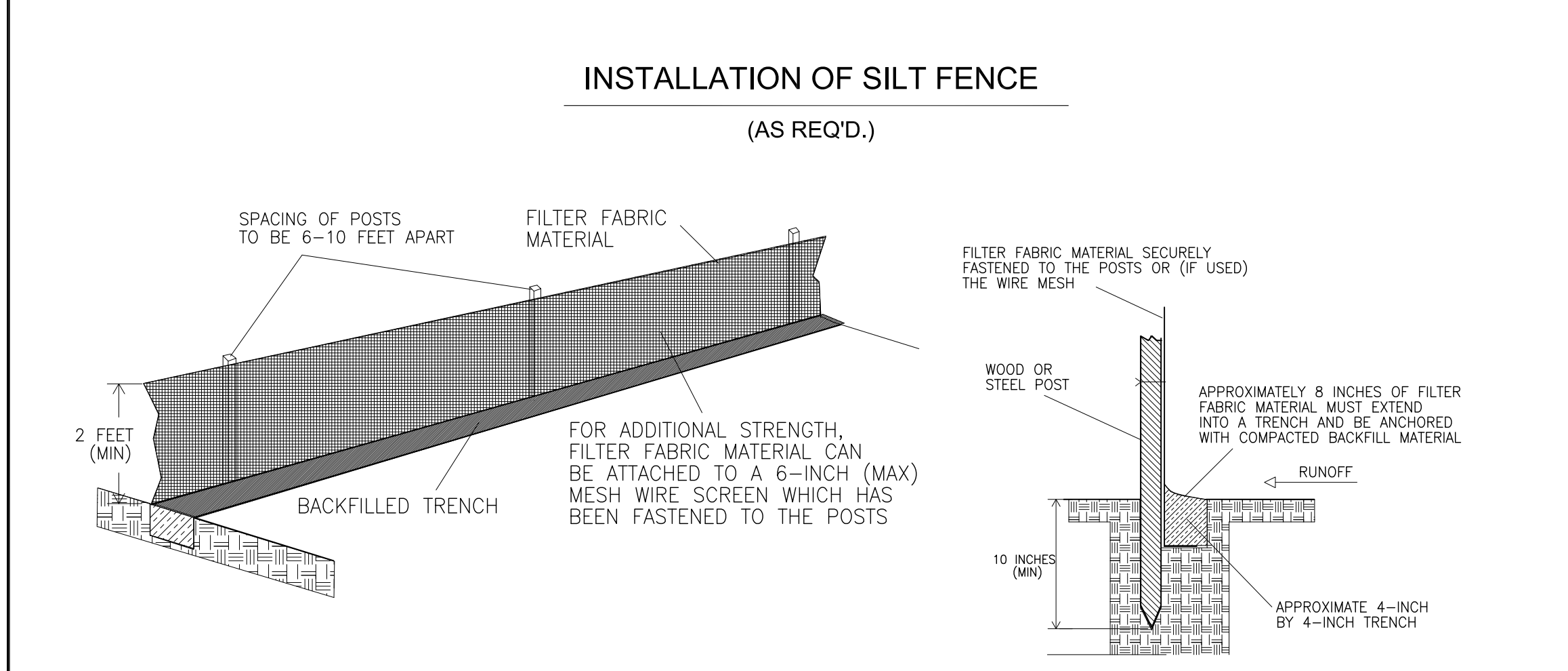
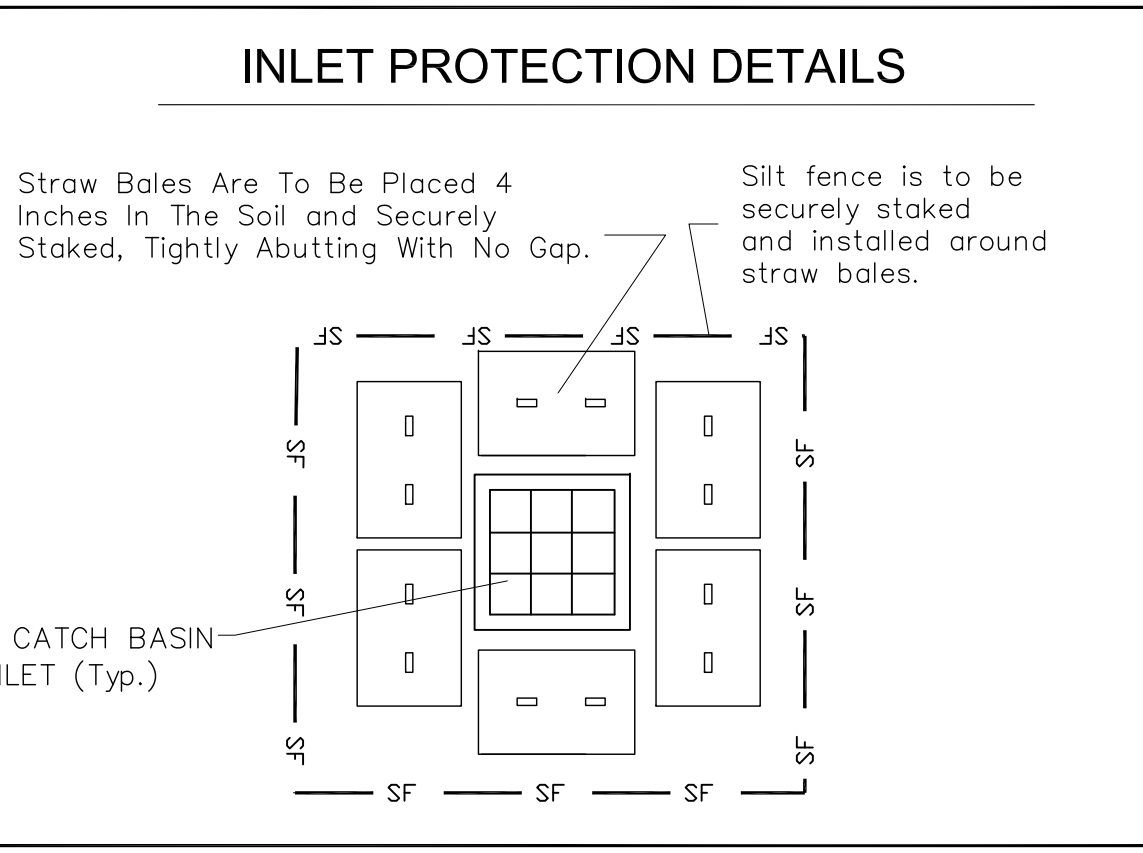
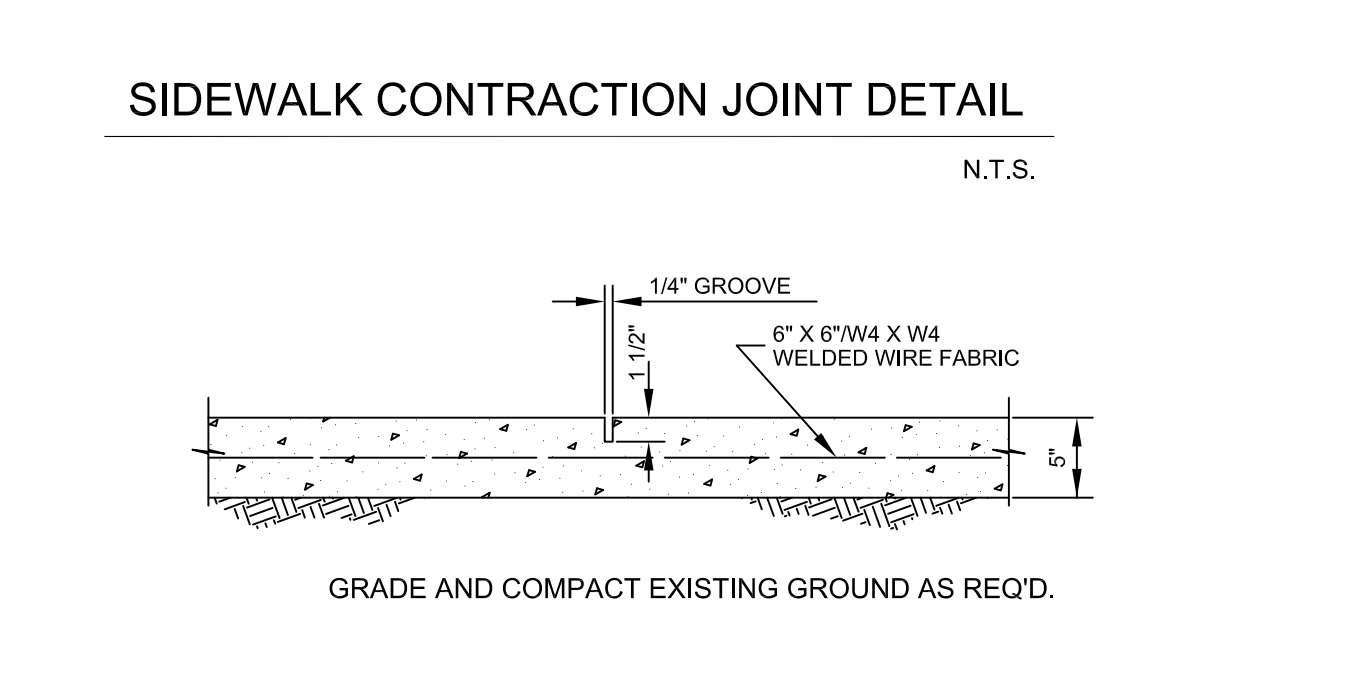
STORMWATER MANAGEMENT PLAN

- The Contractor shall install/implement measures as needed to take all prudent and reasonable measures to protect properties from damage caused by the construction
- The Contractor shall install all the silt fencing, straw bales, sediment control ponds, drainage pipes, and rock riprap required, prior to the beginning of any stripping and/or excavation.
- The Contractor shall maintain a minimal buffer of undisturbed areas, where practical, around the perimeter of the site. This buffer will reduce the erosion caused by wind and water and also help reduce the amount of sediment leaving the site.
- Earth fill procedures will utilize temporary diversions to eliminate surface runoff.
- The Contractor shall provide for protective measures for the containment of hazardous materials, including petroleum products and lubricants, etc.
- The Contractor shall provide for trash containers on site for disposal of all construction materials and prevent trash from the site from entering into the storm drainage system.
- The Contractor shall inspect all installed erosion control measures and repair as necessary during the length of the construction at least every seven (7) days during dry periods. The Contractor shall diligently inspect and repair, within 24 hours of a rainfall event, all erosion control measures.
- The Contractor shall maintain the erosion control measures required to assure that the storm water discharged shall be free from:
 - Debris, oil, scum and other floating materials, other than in trace amounts;
 - Eroded soils and other materials that will settle to form objectionable deposits in receiving waters;
 - Suspended solids, turbidity and color at levels inconsistent with the receiving waters;
 - Chemicals in concentrations that would cause violation of the State Water Quality Criteria in the receiving waters.
- The Contractor shall maintain adequate record keeping documenting inspection and repair of all erosion control measures installed.
- The Contractor shall make himself familiar with the Storm Water Construction General Permit Regulations and the "Planning and Design Manual for the Control of Erosion, Sediment and Stormwater", published by the MDEQ, Mississippi Soil & Water Commission and the USDA Soil Conservation Service.
- This plan contains the minimum erosion control measures to be taken. The Contractor shall utilize the BMP's outlined in the above referenced material for implementation of additional measures, as required.



CONSTRUCTION NOTES:

1/2" Expansion Joints Required @ 20' c.c.
 2-3/4" Dowel Bars, 15" Long Req'd. at all Expansion Joints. They shall be held in place by approved chairs or supports and 1/2" expansion materials. 1/4" Contraction Joints req'd @ 5' c.c.



PROJECT: **SITE DEVELOPMENT PLANS CONVENIENCE STORE 2210 HIGHWAY 51 GLUCKSTADT, MS**

DATE: OCTOBER 2023

CHECKED: CD

DESIGNED: CD

DRAWN: [Signature]

PROJECT: **Crown Engineering, PLLC**
 Engineers & Project Managers
 P.O. Box 16812
 Jackson, MS 39236
 Ph.: (601) 713-4346

REVISIONS

NO.	DATE	DESCRIPTION

SCALE: N/A

DRAWING NUMBER: **C-5**

SHEET NO. 6 of 6



WOOLDRIDGE & ASSOCIATES
464 CHURCH RD. SUITE 700
MADISON, MS 39110

June 27, 2024

William Hall

City of Gluckstadt

Planning Administrator

Re: Liquor Store Conditional Use Request

Sowell Shell C-Store

2210 Hwy 51

Gluckstadt, Ms

William,

Please find that my client is requesting a conditional use to place and operate a 2,946sf liquor store with in the convenient store approved at the intersection of US Hwy 51 and Sowell Rd. (2210 Hwy 51)

The site located at this intersection meets the requirements of the City of Gluckstadt's ordinance for the minimum required distance between two liquor stores of 4,000ft.

Cocktailz distance of 10,560ft

Cheers distance of 9,240ft

Bear Creek distance of 11,035ft

This intersection is a commercial district and the new store will service this area appropriately.

**Thank you,
Daniel Wooldridge**

AFFP

Conditional Use for Sowell Road Shell LLC

AFFIDAVIT OF PUBLICATION

State of Pennsylvania, County of Lancaster, ss:

Hayden Lipsky, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Madison County Journal, a newspaper printed and published in the City of Ridgeland, County of Madison, State of Mississippi, and that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:
Aug. 1, 2024

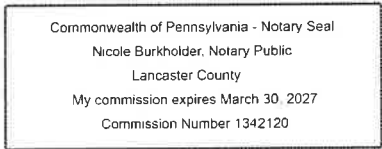
NOTICE ID: RSQItFyBNeof1WJZcoSF
NOTICE NAME: Conditional Use for Sowell Road Shell LLC
Publication Fee: 25.86

That said newspaper was regularly issued and circulated on those dates.

Hayden Lipsky

VERIFICATION

State of Pennsylvania
County of Lancaster



Subscribed in my presence and sworn to before me on this: **08/02/2024**

Nicole Burkholder

Notary Public
Notarized remotely online using communication technology via Proof.

NOTICE IS HEREBY GIVEN TO THOSE PARTIES IN INTEREST that there will be a Public Hearing on Tuesday, August 27, 2024 at 6:00 PM before the Gluckstadt Planning and Zoning Commission at the Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt MS 39110 for the purpose of Conditional Use for a Liquor Store for the following described parcel and address:

Madison County Tax Parcel No.
082F-14-019/01.00

Address: 2210 Highway 51

The Public Hearing in relation thereto shall provide parties in interest and citizens opportunity to be heard. A copy of the Conditional Use application is available at the Gluckstadt City Hall for inspection.

/s/ Lindsay Kellum City
Clerk's Signature

City of Gluckstadt

Application for Conditional Use

Subject Property Address: 586 CHURCH RD
Parcel #: 082E-22-10102 082E-22-010102.00

Owner: BEAR CREEK WATER ASSOCIATION
Address: 301 Distribution Dr
MADISON

Applicant: Bear Creek Water
Address: 301 Distribution Dr
MADISON

Phone #: 601-856-5969
E-Mail: nwilliamson@bearwaterms.org

Phone #: _____
E-Mail: _____

Current Zoning District: _____
Acreage of Property (If applicable): 11.06 Acreage
Use sought of Property: BUSINESS

2024/30

Requirements of Applicant:

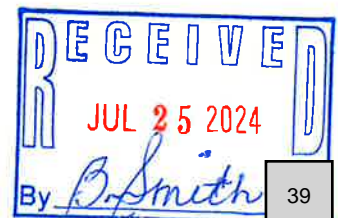
1. Letter demonstrating how the proposed use will comply with or otherwise satisfy the requirements for granting a Conditional Use pursuant to Section 804.01 of the Zoning Ordinance.
2. Copy of written legal description.
3. Additional items may be requested depending on the nature and status of the proposed development or property.
4. \$ 250.00 fee required for processing
5. Site Plan as required in Section 807-810

Requirements for Granting Conditional Use: (Section 805.01, Zoning Ordinance)

A Conditional Use shall not be granted unless satisfactory provisions and arrangements have been made concerning all the following:

- (a). Ingress and egress to property and proposed structures
- (b). Off-Street parking and loading areas
- (c). Refuse and service areas
- (d). Utilities, with reference locations, availability, and compatibility.
- (e). Screening and buffering with reference to type, dimensions, and character.
- (f). Required yards and other open spaces.
- (g). General compatibility with adjacent properties and other properties in the district.
- (h). Any other provisions deemed applicable by the Mayor and Board of Aldermen.

Applicant shall be present at the Planning and Zoning Commission meeting and Mayor and Board of Alderman meeting. Documents shall be submitted thirty (30) days prior to the Planning and Zoning Commission meeting.

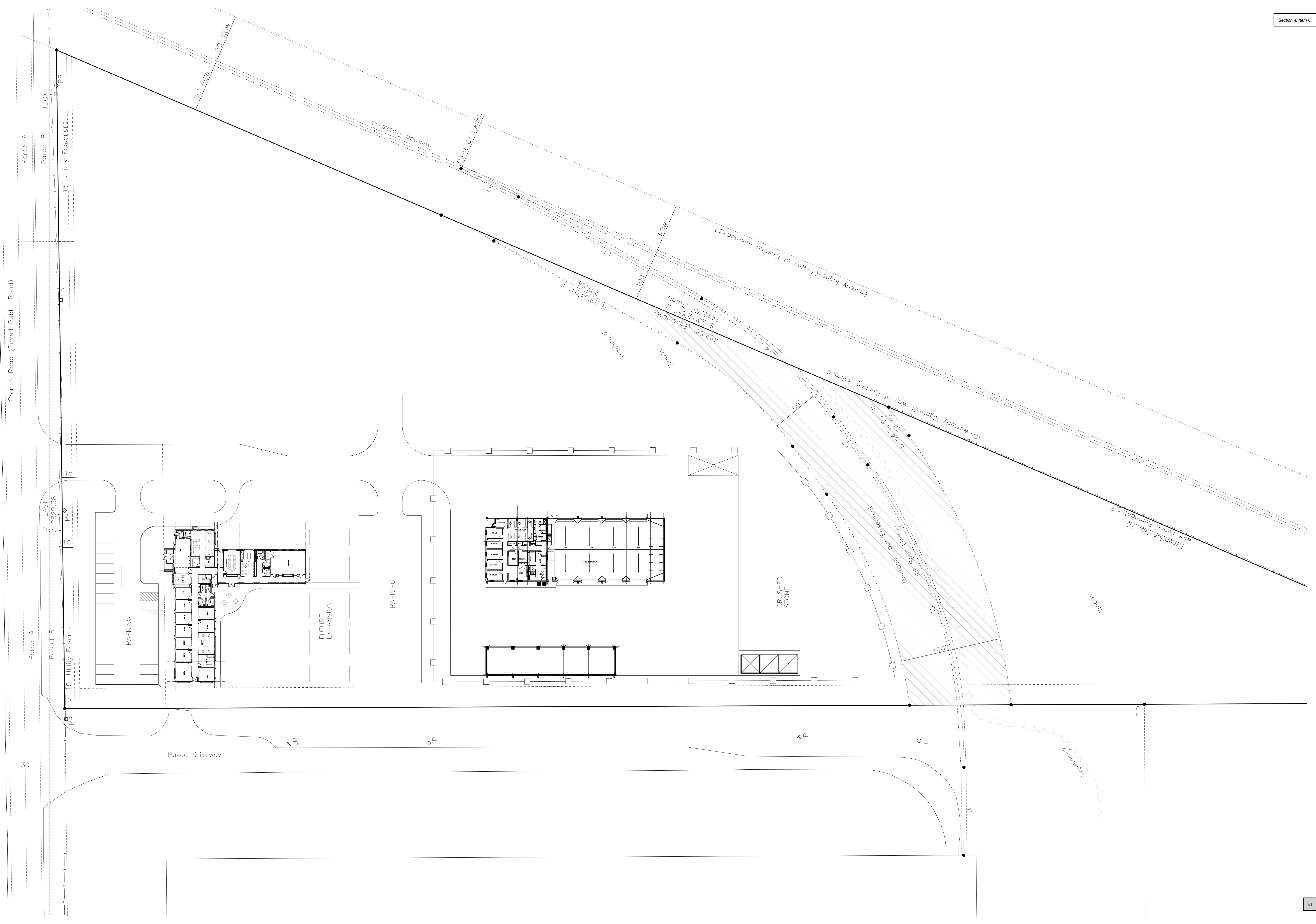


Applicant is responsible for complying with all applicable requirements of the Zoning Ordinance.

By signing this application, it is understood and agreed that permission is given to the Zoning Administrator to have a sign erected on subject property, giving notice to the public that said property is being considered for a dimensional variance.

WJ Wilton, GENERAL MANAGER 7/25/2024
Applicant Signature BEAR CREEK WATER ASSOC Date

WJ Wilton, GENERAL MANAGER 7/25/2024
Property Owner Signature Date
BEAR CREEK WATER ASSOC



















AFFP

Conditional Use for Bear Creek Water Assoc.

AFFIDAVIT OF PUBLICATION

State of Pennsylvania, County of Lancaster, ss:

Hayden Lipsky, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Madison County Journal, a newspaper printed and published in the City of Ridgeland, County of Madison, State of Mississippi, and that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached.

PUBLICATION DATES:
Aug. 1, 2024

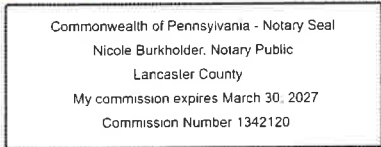
NOTICE ID: TX96WUBz29N2UKE2qlor
NOTICE NAME: Conditional Use for Bear Creek Water Assoc.
Publication Fee: 25.06

That said newspaper was regularly issued and circulated on those dates.

Hayden Lipsky

VERIFICATION

State of Pennsylvania
County of Lancaster



Subscribed in my presence and sworn to before me on this: 08/02/2024

Nicole Burkholder

Notary Public
Notarized remotely online using communication technology via Proof.

NOTICE IS HEREBY GIVEN TO THOSE PARTIES IN INTEREST that there will be a Public Hearing on Tuesday, August 27, 2024 at 6:00 PM before the Gluckstadt Planning and Zoning Commission at the Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt MS 39110, for the purpose of Conditional Use for a public utility facility.

Madison County Tax Parcel No.
082E-22-010/02.00

Address: 586 Church Road

The Public Hearing in relation thereto shall provide parties in interest and citizens opportunity to be heard. A copy of the Conditional Use application is available at the Gluckstadt City Hall for inspection.

/s/ Lindsay Kellum
City Clerk's Signature

City of Gluckstadt

Application for Conditional Use

Subject Property Address: 418 Business Park Dr., Gluckstadt
Parcel #: 082E-21-024/00.00

Owner: Eastside Plaza, LLC Applicant: Wellspring Methodist Church
Address: 217 Draperon Dr., Ste 100 Address: 217 Draperon Dr., Ste 100
Ridgeland, MS 39157 Ridgeland, MS 39157

Phone #: 601-853-9131 or Phone #: 601-260-6834
E-Mail: johnd@johndmoores.com E-Mail: same

Current Zoning District: C-2
Acreage of Property (If applicable): 1.09 acres
Use sought of Property: Church

2024132

Requirements of Applicant:

1. Letter demonstrating how the proposed use will comply with or otherwise satisfy the requirements for granting a Conditional Use pursuant to Section 804.01 of the Zoning Ordinance.
2. Copy of written legal description.
3. Additional items may be requested depending on the nature and status of the proposed development or property.
4. \$ 250.00 fee required for processing
5. Site Plan as required in Section 807-810

Requirements for Granting Conditional Use: (Section 805.01, Zoning Ordinance)

A Conditional Use shall not be granted unless satisfactory provisions and arrangements have been made concerning all the following:

- (a). Ingress and egress to property and proposed structures
- (b). Off-Street parking and loading areas
- (c). Refuse and service areas
- (d). Utilities, with reference locations, availability, and compatibility.
- (e). Screening and buffering with reference to type, dimensions, and character.
- (f). Required yards and other open spaces.
- (g). General compatibility with adjacent properties and other properties in the district.
- (h). Any other provisions deemed applicable by the Mayor and Board of Aldermen.

Applicant shall be present at the Planning and Zoning Commission meeting and Mayor and Board of Alderman meeting. Documents shall be submitted thirty (30) days prior to the Planning and Zoning Commission meeting.

Applicant is responsible for complying with all applicable requirements of the Zoning Ordinance.

By signing this application, it is understood and agreed that permission is given to the Zoning Administrator to have a sign erected on subject property, giving notice to the public that said property is being considered for a dimensional variance.

[Handwritten Signature], Secretary
Applicant Signature

7/29/2024
Date

[Handwritten Signature], Secretary
Property Owner Signature

7/29/2024
Date

July 30, 2024

Via Hand Delivery

City of Gluckstadt
 Planning and Zoning Department
 Attn: William Hall
 343 Distribution Drive
 Madison, MS 39110

**Re: 418 Business Park Drive
 Application for Conditional Use by Wellspring Methodist Church**

Dear Mr. Hall,

I am enclosing an Application for Conditional Use related to the 418 Business Park Drive (the “**Property**”). I am also enclosing a written legal description of the Property, a site plan, an interior buildout plan, and a filing fee of \$250.00.

Wellspring Methodist Church has purchased Eastside Plaza, LLC, which owns this Property. We desire to establish a church which meets weekly, and it is my understanding that the City requires the enclosed application to be reviewed by the Board.

The proposed use of this property will comply with or otherwise satisfy the requirements for granting a Conditional Use pursuant to Section 804.01 and related sections of the Zoning Ordinance of the City of Gluckstadt Mississippi as adopted on December 16, 2021 (the “**Ordinance**”), as well as any related amendments and regulations.

Zoning and Compatibility with Adjacent Properties

The Ordinance defines a church as a “Public/Quasi-Public” facility. *See Sec. 301*. The subject property is zoned C-2 – Highway Commercial District. Section 402 of the Ordinance states that “All public and quasi-public facilities and utilities...may be located in any district in the City, provided...” that three requirements are met.

The first requirement is that “all applicable requirements of federal, state and local laws shall be met.” The Applicant has satisfied all such laws. The second requirement is that “all such proposed uses shall be subject to the procedures stated under Section 805 relative to Conditional Uses.” The Applicant believes it has satisfied all such procedures. The third requirement is that the use cannot be “incompatible with surrounding land uses.” The Applicant believes that a church is compatible with all the surrounding land uses.

City of Gluckstadt
July 30, 2024
Page Two

The attached site plan demonstrates that the proposed church will meet the Dimensional Requirements for Public/Quasi-Public Facilities as set forth in Section 403 of the Ordinance.

Ingress / Egress

The Site Plan indicates proper ingress and egress from the street. There is one access point to the Property which meets all requirements of the Ordinance. The Property contains a curb, which is a suitable access barrier against unchanneled motor vehicle ingress or egress. This curb is continuous for the entire length of the lot line adjoining the street, which meets the requirements of Section 503.01.

Off-Street Parking and Loading Areas

The Site Plan indicates 63 parking spaces which satisfies the Off-Street Parking Space Requirements for Churches, as set forth in 501.02(E)(1). I have also attached an interior buildout plan which indicates 144 seats. A church is required to have “One parking space for each five fixed seats in the principal assembly hall....” *See Sec. 501.02(E)(1)*. We will not have “fixed seats”. They will be movable seats. However, the parking requirement is more than satisfied either way as we have enough parking spaces for 315 fixed seats. The main assembly hall is not large enough to hold 315 seats. Therefore, the Off-Street Parking Space Requirements for Churches is satisfied.

Refuse and Service Areas

Our Site Plan indicates a concrete pad for a dumpster, which will use to service the Property. The Site Plan also calls for fencing on all four sides of the dumpster to properly shield and enclose it in compliance with Section 406.06.

Utilities

The Property has adequate water and sewer system capacity. There is proper drainage. Underground utilities are not required for this Property. Garbage disposal facilities will be enclosed.

Screening and Buffering / Required Yards and other Open Spaces

The Site Plan indicates screening, buffering, and required yards and open spaces which are sufficient for this conditional use as a church. The Property follows all setback requirements for front, rear, and side yards.

City of Gluckstadt
July 30, 2024
Page Three

Please let me know if you need anything else.

Warm regards,



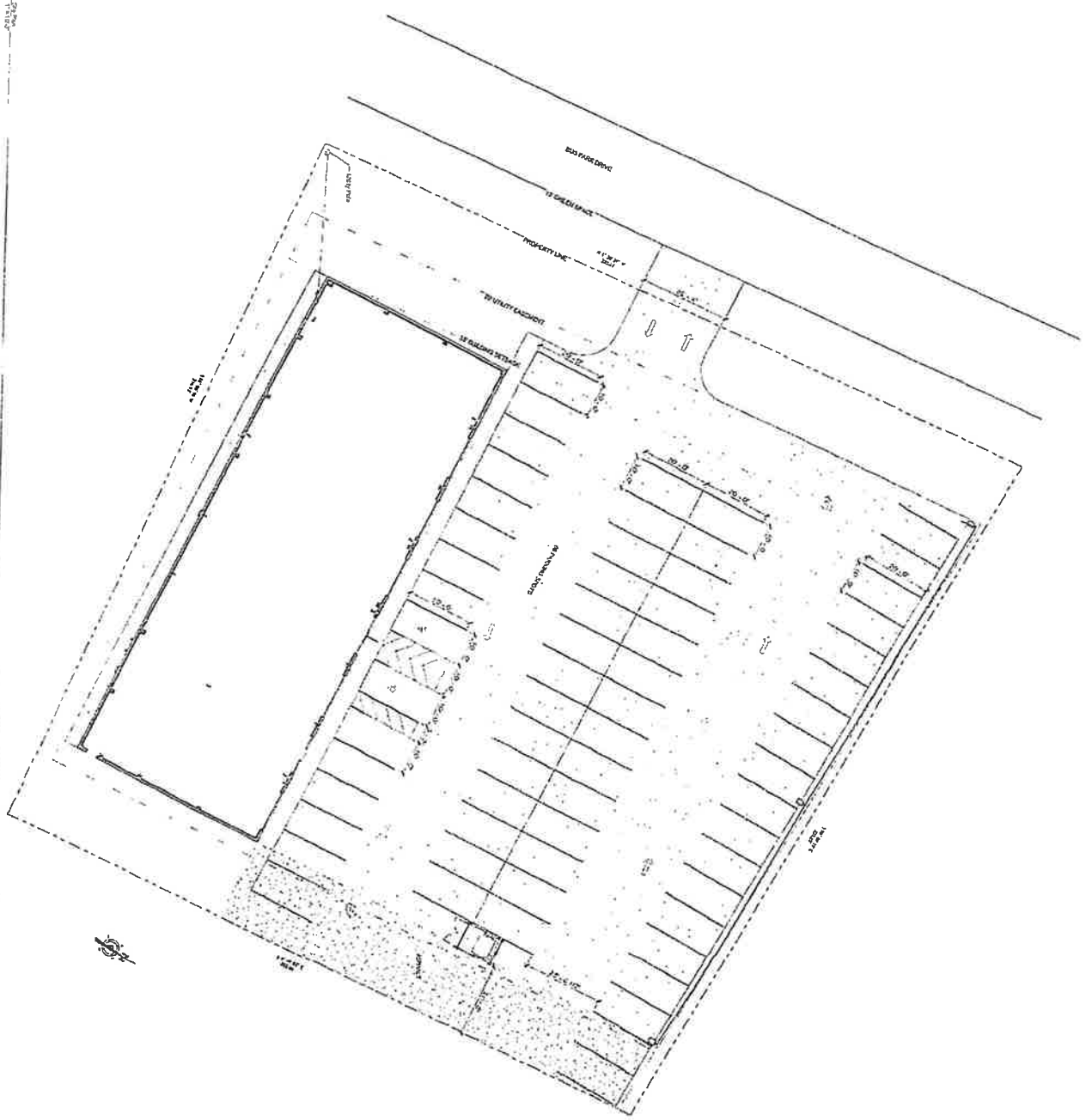
John D. Moore

JDM/
Enclosures

- c. J. Clint Sumrall
Lone Oak Construction

LEGAL DESCRIPTION OF 418 BUSINESS PARK DRIVE

Lot 5, Gluckstadt Business Park, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet C, Slide 175, reference to which is made in aid of and as part of this description.



Site Plan

Scale 1" = 10'-0"

S100

Interior Buildout For Community Meeting Room

418 Bus Park Dr. Madison, MS 39110

Date: _____

Project: 4108

Property: _____

PHASE CHANGES:

FAMILY TOILET

ADA BATHROOM CHANGES

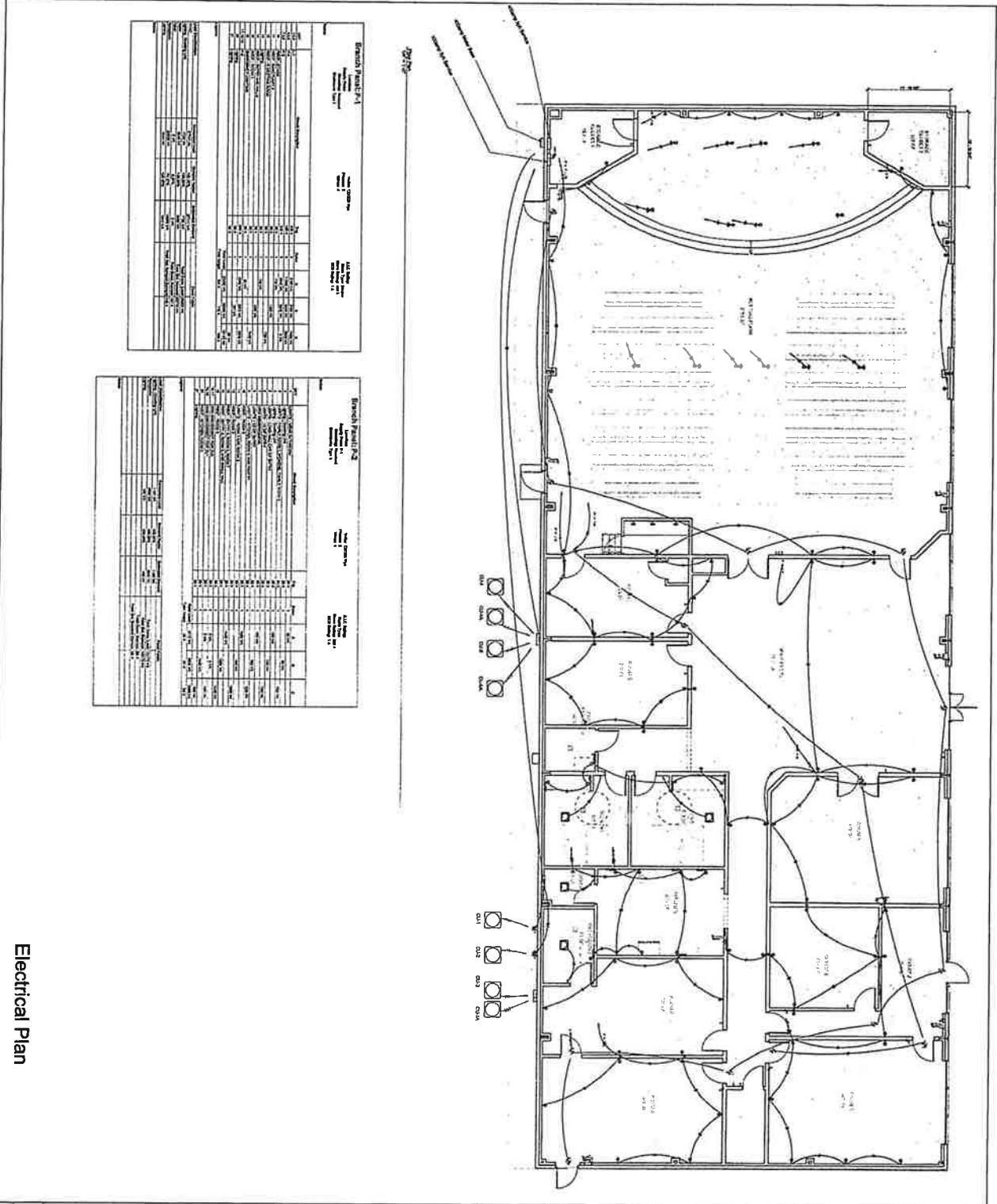
STAIRS



ROBERT NEAL, ARCHITECT

201 W. GARDNER ST. MADISON, MS 39110

601-922-1111



Branch Panel #1

Panel	Panel Description	Panel Location	Panel Size	Panel Type	Panel Voltage	Panel Current	Panel Power	Panel Notes
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Branch Panel #2

Panel	Panel Description	Panel Location	Panel Size	Panel Type	Panel Voltage	Panel Current	Panel Power	Panel Notes
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Electrical Plan

<p>Scale: 1/4" = 1'-0"</p>	<p>E101</p> <p>Interior Buildout For Community Meeting Room</p> <p>418 Bus Park Dr. Madison, MS 39110</p>	<p>DATE: _____</p> <p>PROJECT: _____</p> <p>DESIGNER: _____</p> <p>CLIENT: _____</p> <p>STATUS: _____</p>		<p>ROBERT NEAL, ARCHITECT</p> <p>197 CROSSVIEW PLANTATION BRANDON, MS, 39047 16011 405-5462</p>
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AFFP
Conditional Use for Eastside Plaza LLC

AFFIDAVIT OF PUBLICATION

State of Florida, County of Duval, ss;

Hayden Lipsky, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Madison County Journal, a newspaper printed and published in the City of Ridgeland, County of Madison, State of Mississippi, and that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:
Aug. 3, 2024

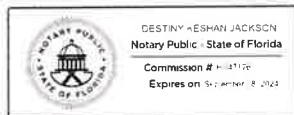
NOTICE ID: fek6XQfFOsw2zuzcXhcD
NOTICE NAME: Conditional Use for Eastside Plaza LLC
Publication Fee: 23.65

That said newspaper was regularly issued and circulated on those dates.

Hayden Lipsky

VERIFICATION

State of Florida
County of Duval



Subscribed in my presence and sworn to before me on this, 08/08/2024

Destiny H. Jackson

Notary Public
Notarized remotely online using communication technology via Proof.

NOTICE IS HEREBY GIVEN TO THOSE PARTIES IN INTEREST that there will be a Public Hearing on Tuesday, August 27, 2024 at 6:00 PM before the Gluckstadt Planning and Zoning Commission at the Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt MS 39110, for the purpose of Conditional Use for Public Quasi-Public Facility for 1.09 acres for the following described parcel and address:

Madison County Parcel No. 082E-21-024/00.00

Address: 418 Business Park Drive

The Public Hearing in relation thereto shall provide parties in interest, and citizens an opportunity to be heard. A copy of the Conditional Use shall be available at the City Hall for inspection by the public.

/s/ Lindsay Kellum
City Clerk's Signature

REQUEST FOR REZONING APPLICATION

Subject Property Address: 082E-15-037/00.00 and 082E-15-038/00.00
 Owner: MMC Materials Applicant: C/O. Jernigan Copeland Attys. PLLC
 Address: 133 New Ragdale Rd Address: 970 Ebenzer Blvd
Madison MS 39110 Madison MS 39110
 Phone No. _____ Phone No. (601) 427-0021
 Current Zoning District: R-1
 Requested Change I-2 2024134

Requirements of Applicant:

1. Letter stating reason for requested zoning change.
2. Copy of the written legal description.
3. Site plan of property.
4. Identification of property owners within 160 feet of subject property.
5. \$250.00 fee required for processing.

Criteria for Rezoning: (Section 2406.03 - Zoning Ordinance)

- (a). Show proof that a mistake was made in the original zoning. "Mistake" in this context shall refer to a clerical or administrative error.
- (b). Show proof that the character of the neighborhood has changed to such an extent as to justify reclassification, AND that there is a public need for the rezoning.

Applicant shall be present at the Planning and Zoning Commission meeting and Mayor/Board of Aldermen meeting. Documents shall be submitted thirty (30) days prior to the Planning and Zoning Commission meeting.

Applicant is responsible for complying with all applicable requirements of the Zoning Ordinance.

By signing this application, it is understood and agreed that permission is given to the Zoning Administrator to have a sign erected on subject property, giving notice to the public that said property is being considered for rezoning.

Via Hand Delivery
Applicant Signature

Date

Property Owner Signature

Date

Template
028
Fee codes
Z 10



ANDY J. CLARK
aclark@jcalawfirm.com

August 1, 2024

VIA HAND DELIVERY

City of Gluckstadt
c/o William R. Hall, Planning and Zoning Director
107 Lone Wolf Drive
Gluckstadt, MS 39110

**RE: FERROUS PROCESSING AND TRADING COMPANY
PETITION TO REZONE AND RECLASSIFY REAL PROPERTY
MADISON COUNTY TAX PARCEL NOS: 082E-15-037/00.00 AND 082E-15-038/00.00**

Dear William:

I represent Ferrous Processing and Trading Company (“Ferrous”) in their Petition to Rezone and Reclassify Real Property. This property lies east of the railroad track, and west of Highway 51 in Gluckstadt and is known as Madison County Tax Parcel Nos: **082E-15-037/00.00** and **082E-15-038/00.00** (“Subject Property”).

Ferrous is seeking to rezone the Subject Property from its current designation as Residential Estate District (R-1) to Heavy Industrial District (I-2).

The Subject Property is currently owned by MMC Materials, Inc. (“MMC”) but is under contract to be purchased from MMC by Ferrous. The parties’ respective addresses are as follows:

MMC Materials, Inc. P.O. Box 2749 Madison, MS 39130 (601) 898-4000	Ferrous Processing and Trading Company 1333 Brewery Park Blvd. Suite 400 Detroit, MI 48207-4550 (313) 567-9710
---	--

Please find Ferrous’s Petition, and all relevant exhibits attached hereto, as well as this firm’s check #9315 in the amount of \$250.00 for processing. I will provide you with a digital copy of the legal description for publishing under separate cover. I understand that this matter will be taken up by the City of Gluckstadt Planning & Zoning Commission on Tuesday, August 27, 2024, at 6:00 p.m.

I thank you for your consideration, and, as always, please feel free to contact me with any questions or concerns.

Sincerely,

Andy J. Clark, Esq.
One of Counsel for Petitioner

cc: Hon. Samuel C. Kelly (via email only)
Andrew M. Walker (via email only)

**BEFORE THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF GLUCKSTADT, MISSISSIPPI**

**IN THE MATTER OF REZONING CERTAIN LAND SITUATED IN:
THE NE ½ OF THE SE ¼ SECTION 15, TOWNSHIP 8 NORTH, RANGE 2 EAST
CITY OF GLUCKSTADT, MADISON COUNTY, MISSISSIPPI**

**MADISON COUNTY TAX PARCEL NOS:
082E-15-037/00.00
082E-15-037/00.00**

PETITIONER: FERROUS PROCESSING AND TRADING COMPANY

PETITION TO REZONE AND RECLASSIFY REAL PROPERTY

COMES NOW, Ferrous Processing and Trading Company (“Petitioner”), by written permission of MMC Materials, Inc. (“MMC”), owner of the hereinafter described land and property, and files this Petition with the Mayor and Board of Aldermen of the City of Gluckstadt, Mississippi to rezone and reclassify tract(s) or parcel(s) of land situated in the NE ½ of the SE ¼ Section 15, Township 8 North, Range 2 East, City of Gluckstadt, Mississippi, (“the Subject Property”) and would show as follows:

1. Petitioner has written permission to file this Petition from MMC pursuant to that certain Contract of Purchase and Sale agreement (“Agreement”) as rezoning of the Subject Property is a condition to closing the Agreement. Please see the following Exhibits:

Exhibit “A” – Current Deed to Property vested in MMC

Exhibit “B” --Contract of Purchase and Sale by and between Petitioner and MMC

Exhibit “C”—Legal Description of the Property

2. Petitioner requests that the Subject Property be rezoned from its present Zoning District Classification of Residential Estate District (R-1) to Heavy Industrial District (I-2). An aerial photo/map depicting the Subject Property is attached hereto as **Exhibit “D”**.

3. The Subject Property is part of a larger parcel owned by MMC. *See Exhibit “A.”*

4. The entirety of the MMC property has been used as a concrete plant for the past 20+

years.

5. The majority (+/-10.98) of MMC's property is already zoned as Heavy Industrial District (I-2). *See Exhibit "E."* attached hereto.

6. However, the Subject Property is currently zoned as Residential Estate District (R-1). *See Exhibit "F"* attached hereto.

7. Petitioner is purchasing the entirety of the MMC property, including the Subject Property for use as a metal materials recycling facility. Materials will be processed, bailed, and placed on railcars via a new branch line spur connecting the property to the adjacent CN railway on the west side of the property. A conceptual site plan is attached hereto as **Exhibit "G."**

8. Justification and public need:

- a. Due to its adjacency to the CN railway, and larger tract which has already been rezoned to Heavy Industrial District (I-2), the Subject Property is best suited for Heavy Industrial District (I-2). *See Exhibit "E."*
- b. All of the properties adjacent to the Subject Property are zoned as Heavy Industrial District (I-2) or Highway Commercial District (C-2). *See Exhibit "E."*
- c. There is a public need for rezoning as the rezoning and proposed use of the Subject Property will create jobs and have a positive economic impact on the City of Gluckstadt, and Madison County.

9. The Land Use and Transportation Plan of Madison County, Mississippi depicts the Subject Property as "Major Thoroughfare Commercial"—i.e. Highway Commercial District (C-2). As such, Heavy Industrial District (I-2) is technically not in compliance with the Land Use and Transportation Plan of Madison County, Mississippi. However, because the majority (+/-10.98) of

MMC’s property is already zoned as Heavy Industrial District (I-2), such designation is the highest and best use of the Subject Property.

10. Petitioner is notifying the surrounding landowners owning property within 160 feet of the property described herein (excluding streets and highways), of the hearing date for this Petition by certified mail, return receipt requested. A list of the landowners and their addresses is attached as **Exhibit “H”**.

11. A *Notice of Hearing* to the surrounding landowners is attached as **Exhibit “I”**.

WHEREFORE, PREMISES CONSIDERED, Petitioner respectfully requests that this Petition be received, and after due consideration, the Mayor and Board of Aldermen of the City of Gluckstadt, Mississippi will rezone and reclassify this property from its present designation of Residential Estate District (R-1) to Heavy Industrial District (I-2).

RESPECTFULLY SUBMITTED, this the 1st day of August, 2024.

Ferrous Processing and Trading Company
Petitioner



Andy J. Clark

OF COUNSEL:
Andy J. Clark (MSB #102903)
JERNIGAN COPELAND ATTORNEYS, PLLC
Post Office Box 2249
Madison, Mississippi 39130-2249
T: (601) 427-0021
F: (601) 427-0051
aclark@jcalawfirm.com
Attorney for Petitioner

INDEXING INSTRUCTIONS:
 SE 1/4 and N 1/4 of SE 1/4 of Section 15,
 T8N, R2E, Madison County, MS

Prepared by & Return To:
 William C. Smith III
 Taylor, Covington & Smith, P.A.
 315 Tombigbee Street, 3rd Floor
 P. O. Box 3509
 Jackson, MS 39207

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **J.E. Harreld Properties, Inc.**, a Mississippi corporation, Grantor, does hereby sell, convey and warrant unto **MMC Materials, Inc.**, a Mississippi corporation, as Grantee, the real property (herein "Subject Property") lying and being situate in the Madison County, State of Mississippi, described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO
 AND MADE A PART HEREOF BY REFERENCE**

IT IS AGREED AND UNDERSTOOD that the taxes for the current year have been prorated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, then the Grantor agrees to pay to said Grantee or its assigns any deficit on an actual proration. Likewise, Grantee agrees to pay to said Grantor or its assigns any overpayment on an actual proration.

THIS CONVEYANCE and the warranty herein contained is made subject to all prior mineral severances of record, any and all easements, rights of way, covenants and building restrictions of record.

FURTHER, THIS CONVEYANCE and the warranty herein contained is made subject to the following exceptions:

1. Terms and conditions of that certain right of way executed to Entergy recorded in Book 485 at Page 417.
2. Terms and conditions of that certain Lease recorded in Book 494 at Page 571. (As to Parcel One only)



3. Terms and conditions of that certain easement in favor of Puckett Machinery Company contained in that Easement executed of even date herewith and recorded in Book _____, at Page _____ in the office of the Chancery Clerk of Madison County, Mississippi.

WITNESS THE DULY AUTHORIZED SIGNATURE of the undersigned on this the 23 day of August, 2002.

J.E. Harreld Properties, Inc.

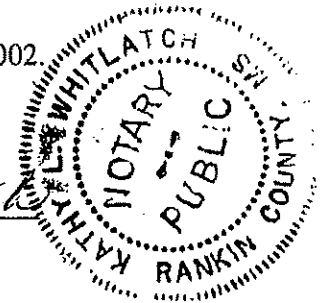
James E. Harreld
By: James E. Harreld
Title: President

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named James E. Harreld who acknowledged that he is President of J.E. Harreld Properties, Inc., and that for and on behalf of said Corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said Corporation so to do.

GIVEN under my hand and official seal on this the 23rd day of August, 2002.

Kathy L. Whitlatch
NOTARY PUBLIC



My Commission Expires:
Notary Public State of Mississippi At Large
My Commission Expires: June 7, 2008
Bonded Thru Heiden, Brooks & Garland, Inc.

Grantor's Address:
P.O. Box 413
Canton, MS 39046
Telephone: 601- 354-2233

Grantees's Address:
1052 Highland Colony Parkway, Suite 201
Ridgeland, MS 39157-0200
Telephone: 601-

EXHIBIT "A"

PARCEL ONE

10.0 acres lying in the Southeast Quarter of Section 15, T-8-N, R-2-E of Madison County, Mississippi lying between the East R.O.W. of the I.C.G. Railroad R.O.W. and being more particularly described as follows:

Begin at the Southeast Corner of the Northwest Quarter of the Southeast Quarter of Section 15 and run West for a distance of 491.7 feet to the Easternmost R.O.W. line of the I.C.G. Railroad R.O.W.; thence

Northeasterly along said R.O.W. line for a distance of 717.0 feet; thence

East for a distance of 660.0 feet; thence

Southwesterly along a line parallel to the East R.O.W. line of the said I.C.G. Railroad for a distance of 717.0 feet; thence

West for a distance of 188.3 feet to the Point of Beginning.

The herein described tract contains 10.0 acres more or less.

PARCEL TWO

A parcel of land lying and situated in the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 15, Township 8 North, Range 2 East, Madison County, Mississippi, being more particularly described as follows:

Commence at a Cotton Picker Spindle representing the SW corner of Section 15, Township 8 North, Range 2 East, Madison County, Mississippi and run thence N 89 degrees 32 minutes 45 seconds E for a distance of 3434.58 feet to a point; thence run N 0 degrees 27 minutes 15 seconds W for a distance of 33.43 feet to an iron pin; thence run N 12 degrees 06 minutes 00 seconds E for a distance of 1323.48 feet to an iron pin on the north line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 15; thence run S 89 degrees 32 minutes 45 seconds W along the north line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 15 for a distance of 246.03 feet to an iron pin of the easterly right of way of Illinois Gulf Central Railroad; thence run N 23 degrees 13 minutes 22 seconds E along said railroad right of way for a distance of 717.00 feet to an iron pin which is the Point of Beginning of the parcel herein described. From the Point of Beginning run thence N 23 degrees 13 minutes 22 seconds E along said railroad right of way for a distance of 266.05 feet to a concrete monument which is the NW corner of Lot 4 J. R. Davis Subdivision the map or plat of which is of record and on file in the Office of the Chancery Clerk of Madison County, located in Canton, Mississippi; thence run S 89 degrees 53 minutes 23 seconds E along the North line of said lot 4 for a distance of 441.37 feet to an iron pin; thence run S 23 degrees 42 minutes 33 seconds W for a distance of 262.20 feet to an iron pin; thence run S 89 degrees 32 minutes 45 seconds W for a distance of 441.67 feet to the Point of Beginning. This parcel contains 2.45 acres, more or less.

EXHIBIT "A" (Cont.)

PARCEL THREE

A parcel of land lying and situated in the N ½ of the SE ¼ of Section 15, Township 8 North, Range 2 East, Madison County, Mississippi, being more particularly described as follows:

Commence at a Cotton Picker Spindle representing the SW corner of Section 15, Township 8 North, Range 2 East, Madison County, Mississippi and run thence N 89 degrees 32 minutes 45 Second E for a distance of 3434.58 feet to a point; thence run N 0 degrees 27 minutes 15 seconds W for a distance of 33.43 feet to an iron pin; thence run N 12 degrees 06 minutes 00 seconds E for a distance of 1323.48 feet to an iron pin on the north line of the SW ¼ of the SE ¼ of Section 15; thence run S 89 degrees 32 minutes 45 seconds W along the north line of the SW ¼ of the SE ¼ of Section 15 for a distance of 246.03 feet to an iron pin of the easterly right of way of Illinois Gulf Central Railroad; thence run N 23 degrees 13 minutes 22 seconds E along said railroad right of way for a distance of 717.00 feet to an iron pin; thence run N 89 degrees 32 minutes 45 seconds E for a distance of 660.00 feet to an iron pin which is the Point of Beginning of the parcel herein described. From the Point of Beginning continue thence N 89 degrees 32 minutes 45 seconds E for a distance of 709.96 feet to an iron pin on the westerly right of way of Highway 51; thence run S 23 degrees 42 minutes 33 seconds W along said right of way for a distance of 65.76 feet to a point; thence run S 89 degrees 32 minutes 45 seconds W for a distance of 709.35 feet to a point; thence run N 23 degrees 13 minutes 22 seconds E for a distance of 65.51 feet to the Point of Beginning. This Parcel contains 0.98 acres, more or less.

CONTRACT OF PURCHASE AND SALE

This Contract of Purchase and Sale (“Agreement”) is made and entered into by and between MMC Materials, Inc., a Mississippi corporation (referred to as “Seller”) and Ferrous Processing and Trading Company, a Michigan corporation (referred to as “Purchaser”), effective as of March __, 2024 (“Effective Date”).

For the consideration, and subject to the terms, conditions and provisions hereinafter set out, and the mutual promises of and benefits to the parties to this Agreement, Seller and Purchaser have agreed and do hereby agree as follows:

1. Agreement and Description: Seller will sell to Purchaser, and Purchaser will purchase from Seller, the following described real property (“Property”) consisting of approximately thirteen (13) acres located in Madison County, Mississippi, as follows, to-wit:

SEE EXHIBIT “A” ATTACHED HERETO FOR DESCRIPTION.

2. Purchase Price: The consideration to be paid by Purchaser to Seller for the Property is ~~Eight Hundred Fifty Thousand (\$850,000.00)~~ Dollars (“Purchase Price”) payable as follows:

(a) Earnest Money deposit of ~~One Hundred Thousand (\$100,000.00)~~ Dollars (“Earnest Money”) delivered to JC Title LLC, a Mississippi licensed title company, as escrow agent upon execution of this Agreement, which will be refundable to the Purchaser or delivered to Seller as set forth in this Agreement in the event the transaction contemplated hereby shall not close.

(b) The balance of the Purchase Price, which is ~~Seven Hundred Fifty Thousand (\$750,000.00)~~ Dollars, will be paid by Purchaser to Seller at Closing, subject to all prorations, credits, adjustments and other disbursements and payments provided for in this Agreement.

(c) Seller and Purchaser shall allocate the Purchase Price as follows: ~~Seven Hundred Fifty Thousand (\$750,000.00)~~ Dollars to land and buildings and ~~One Hundred Thousand (\$100,000.00)~~ Dollars to certain raw materials to remain on the Property at Closing (the “Asset Allocation”). The Purchase Price for the Property shall be allocated in accordance with the Asset Allocation, and all income tax returns and reports filed by Purchaser and Seller shall be prepared consistently therewith. Neither Purchaser nor Seller shall, nor shall they permit their respective affiliates to, take any position inconsistent with the Asset Allocation.

3. Closing: The closing of this transaction (“Closing”) shall occur at a mutually agreeable time and location within five (5) business days after the satisfaction or waiver of the Closing Conditions (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions at such time) or such other time as agreed by the mutual written consent of the parties (“Closing Date”).

4. Delivery of Documents by Seller: Within ten (10) business days after the Effective Date, Seller shall deliver to Purchaser copies of all existing land surveys, title reports, title commitments, title policies, environmental reports, soil reports, zoning documents, and other testing reports that are in Seller’s possession or are otherwise readily available to Seller if such documents and materials exist. Seller shall notify Purchaser if it will be unable to



such materials within the above time frame and the parties shall agree on a reasonable time for the delivery of such materials. In the event the transaction contemplated hereby shall not close, Purchaser shall promptly return all originals and copies of same provided to Purchaser by or on behalf of Seller, to Seller.

5. Seller's Warranties: Seller warrants to Purchaser as follows:

(a) To the best of Seller's actual knowledge without investigation, the Property is not subject to any pending litigation or condemnation proceeding and, to the actual knowledge of Seller, none is threatened or filed but not served.

(b) The Property is not the subject of any outstanding sale contract or option to purchase in favor of a third party.

(c) To the best of Seller's actual knowledge without investigation, the Property is not the subject of any administrative order or any judgment or decree, including any order concerning wetlands.

(d) To the best of Seller's actual knowledge without investigation, Seller is the sole owner of the Property.

(e) Seller has full right, power, and authority to execute this Agreement and to consummate the transactions contemplated hereby.

(f) There are no use restrictions, other than zoning restrictions recorded in the public records, imposed on the Property.

6. Deleted.

7. Title. Within ten (10) business days after the Effective Date, Purchaser will obtain a title commitment for the Property and a copy of all recorded documents referred to in the title commitment. Upon Purchaser's receipt of the title commitment and recorded documents, Purchaser will deliver copies of the commitment and recorded documents to Seller. Purchaser shall advise Seller in writing of any title objections within ten (10) business days ("Objection Period") after Seller's receipt of the title commitment. In the event of any such objections, Seller shall have the right, but not the obligation, to remedy any or all of those objections to the reasonable satisfaction of Purchaser within thirty (30) ("Cure Period") business days after receipt of Purchaser's notice. If any objections are not waived by Purchaser and Seller cannot or elects not to cure such objection to the reasonable satisfaction of Purchaser during the Cure Period, Seller may terminate this Agreement and receive a refund of the Earnest Money, and thereafter neither party shall have any further liability to the other under this Agreement except as set forth herein. If Purchaser fails to notify Seller in writing of an objection to a title defect within the Objection Period, such title defect shall be deemed waived and acceptable to Purchaser. Notwithstanding the foregoing, Seller, at its sole cost, shall be obligated to cure or remove at or before Closing (or apply a portion of the Purchase Price to satisfy such obligations at Closing) all mortgages, deeds of trust, judgment liens, mechanics and materialmen's liens, and other monetary liens against the Property (excluding from Seller's obligation any such monetary liens caused by the actions or inspections of Purchaser), whether or not Purchaser objects thereto. Pending Closing and subject

to any reservations in the form of Special Warranty Deed attached hereto as Exhibit "B", Seller will not encumber or convey any interest in the Property after the date of the commitment without Purchaser's prior written approval.

8. Risk of Loss, Eminent Domain. Risk of damage or destruction to the Property by fire or otherwise shall remain with Seller until title and possession of the Property have been conveyed and transferred to Purchaser. If, prior to the Closing, all or any material part of the Property is taken by eminent domain or if condemnation proceedings are commenced, Purchaser or Seller may terminate this Agreement by delivery of written notice to the other, at which time the Purchaser shall receive a refund of the Earnest Money and thereafter neither party shall have any further liability to the other under this Agreement except as otherwise expressly set forth in herein.

9. Inspections and Survey.

(a) The Purchaser will obtain a Phase I environmental report of the subject parcel of property. Purchaser will have 90 days after the Effective Date (the "Inspection Period") to satisfy itself as to the suitability of the Property for Purchaser's purposes. During the Inspection Period, Purchaser and its contractors, agents, invitees, designees, employees, engineers, and representatives (in each such instance, a "Purchaser Party" and collectively, "Purchaser Parties") may enter the Property and undertake such inspections and tests as Purchaser deems necessary at Purchaser's sole expense (including soil boring tests and an additional Phase II environmental audit) but any invasive soils or additional environmental testing will require the prior written consent of Seller. Purchaser may also perform a Phase I Cultural Resources Survey, USFWS Threatened and Endangered Species Survey, and obtain a wetlands certification from a licensed and registered engineer. Purchaser may obtain a survey of the Property at its sole expense. Purchaser shall repair as nearly as possible to its original condition any damage to the Property and any personal property in connection with its and its agents' entry onto the Property including, without limitation, damage to roads, improvements, gates, fences, crops, timber and equipment; provided Purchaser shall not be required to repair any pre-existing conditions existing on, at or about the Property. While on the Property, Purchaser and Purchaser Parties shall comply with all applicable federal, state and local laws, regulations, rules, ordinances, orders, permits and licenses, including but not limited to properly plugging any and all wells, bore holes and other excavations on the Property. Any and all information arising from Purchaser and Purchaser Parties' inspections of the Property shall be maintained by Purchaser and Purchaser Parties as confidential information and shall not be distributed beyond other Purchaser Parties with a need to know such information without Seller's prior written approval, in either case unless and until the Closing occurs. If Purchaser does not close on the Property, then within thirty (30) days after the termination or expiration of this Agreement, Purchaser and Purchaser Parties shall remove any equipment, materials, debris, etc., that they placed or created on the Property. Purchaser shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property that arise from Purchaser and Purchaser Parties' use of and/or presence on the Property pursuant to this Agreement. Purchaser and its agents shall not enter the Property without providing Seller with prior written notice and certificate(s) of insurance (for general liability insurance providing at least One Million Dollars of coverage per occurrence) from those entering the Property and without the consent of Seller, which shall not be unreasonably conditioned, withheld or delayed but may be conditioned on

reasonable time and manner restrictions imposed by Seller to accommodate Seller's ongoing operations on the Property and availability of Seller's representatives. The obligations of this paragraph shall survive Closing or the earlier termination or expiration of this Agreement.

(b) Indemnity Requirements. Prior to Purchaser and/or Purchaser Parties entering the Property for any purpose whatsoever, Purchaser hereby agrees to and shall indemnify, defend and hold Seller and its contractors, agents, invitees, officers, directors, employees, representatives and insurers ("Seller Parties") harmless, with respect to any liability, claims or losses for bodily injury and/or property damage suffered or incurred by Seller, arising from or related to the negligence of Purchaser and/or Purchaser Parties while conducting any inspection and/or testing on Property prior to the Closing, except to the extent such liability, claim or loss results from the gross negligence or willful misconduct of Seller. Furthermore, Purchaser agrees to be responsible for and repair and remediate at its sole expense any and all damage it or any Purchaser Party causes or contributes to in, on, under or from the Property. Notwithstanding any other provision of this Agreement to the contrary, all of Purchaser and Purchaser Parties' obligations in this paragraph shall survive Closing or the earlier termination or expiration of this Agreement.

(c) Purchaser may terminate this Agreement by delivering written notice to Seller before expiration of the Inspection Period if Purchaser finds the Property unsuitable for its intended use for any reason and receive a refund of the Earnest Money, and thereafter neither party shall have any further liability to the other under this Agreement except as set forth herein.

10. Closing Conditions. Purchaser's obligation to close the transaction is subject to the satisfaction of the following conditions ("Closing Conditions"):

(a) All title objections and monetary liens are cured, remedied, or satisfactory provision made therefor by Seller in accordance with and to the extent, if any, required by paragraph 7.

(b) There shall have been no material change in the title, survey or physical condition of the Property, other than changes resulting from the actions of Purchaser, its agents or contractors.

(c) Without regard to Seller's knowledge, the statements in Section 5 of this Agreement shall be true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date.

(d) All parcels of the Property zoned as residential (R-1) as of the Effective Date shall be rezoned as heavy industrial (I-2).

(e) Purchaser shall have diligently pursued and received any special and/or conditional use approval from the Town of Gluckstadt required to support Purchaser's intended use of the Property.

(f) Purchaser shall have diligently pursued and entered into a written agreement with Canadian National Railway Company to provide switch and rail service to the Property.

If the Closing Conditions are not satisfied on or prior to 180 days after the Effective Date, then Purchaser, at its election, shall have the right to either: (x) close the transaction regardless of the unsatisfied Closing Conditions, in which case the Closing shall constitute a waiver by Purchaser of the unsatisfied Closing Conditions; (y) terminate this Agreement by delivering written notice to Seller; or (z) upon payment by Purchaser to Seller of a nonrefundable payment of [REDACTED] to be applied to the Purchase Price if Closing occurs, extend the Closing Date for a reasonable time, not to exceed 180 days, in order to permit the fulfilment of the unsatisfied Closing Conditions. Should Purchaser terminate this Agreement as a result of a failure of a Closing Condition, it shall receive a refund of the Earnest Money and thereafter neither party shall have any further liability to the other under this Agreement except as otherwise expressly set forth herein.

11. Closing. At the Closing:

(a) Seller shall cause to be delivered release(s) of liens created by Seller, if any, affecting the Property.

(b) Seller shall execute and deliver to the Purchaser a Special Warranty Deed covering the Property in the form attached hereto as Exhibit "B". The special warranty will apply to the Property which is within the Seller's record description. The Seller will quitclaim to the Purchaser any part of the Property which is outside the Seller's record description.

(c) Seller shall execute and deliver to Purchaser or its title insurer: (1) an owner's/contractor's affidavit required to remove from the title commitment the standard exceptions other than the mineral exception and survey/inspection exception and (2) an affidavit in the form required by Section 1445 of the Internal Revenue Code of 1986 to establish that the Seller is not a foreign person.

(d) Purchaser shall tender to Seller the Purchase Price by wire transfer at the Closing. Any real estate taxes or assessments applicable to the Property for the year in which the Closing occurs shall be prorated as of the date of the Closing.

(e) The Parties will execute and deliver a closing statement which is reasonably acceptable to the parties.

(f) The parties shall execute and deliver any other documents normally required in Mississippi for Closing, and further agree that if there are reasonably determined to be other documents, other than the survey (of a class sufficient to remove the survey exception) to be provided by Buyer at its expense, necessary for the special warranty of title and the issuance of an Owner's Title insurance policy without a survey exception then such documents will be signed and executed by the Parties at or after the closing.

12. Use of Property and Possession.

(a) Seller will have the right to continue using and possessing the Property and all parts of the Property for any lawful purposes prior to Closing. Such uses include, without limitation, continuing Seller's industrial, agricultural, farming, timber thinning and harvesting activities, hunting and fishing activities and general recreation activities.

(b) Seller shall deliver to Purchaser possession of the Property at the Closing, free and clear of all tenants, occupants or parties in possession. Possession of the Property shall be conveyed to Purchaser in its “**AS IS, WHERE IS**” condition, without representation or warranty of any kind from Seller concerning the condition of the Property. Purchaser shall satisfy itself as to every aspect whatsoever of the condition of the Property by inspecting the Property as provided in Section 9 of this Agreement. Consequently, consistent with its “as is, where is” acquisition of the Property after full inspection by Purchaser and consistent with Purchaser’s stated intent to operate a scrap metal collection facility on the Property, Purchaser shall defend, indemnify and hold Seller and Seller Parties harmless with respect to any remediation obligations and liability for and any liability, claims or losses of any and all kinds whatsoever, arising from or related to any Environmental Conditions on, at, in, under, from or about the Property, whether known or unknown, whether existing and/or arising at any time before, at or after Closing. “Environmental Conditions” shall mean the presence or suspected presence of any Hazardous Materials in, on, about, under or emanating from the soils, ground water, surface water, air and/or any improvements of the Property to an extent or concentration that investigation, removal and/or remediation of such Hazardous Materials is required by any applicable law, regulation, rule, order or judgment. In the event of any Environmental Conditions, Purchaser hereby agrees solely between Purchaser and Seller to waive, release and disclaim any defenses, limitations or causes of action against Seller otherwise available to Purchaser by state, federal or local laws, whether statutory, common law or equitable, including, but not limited to the so called “innocent landowner” or “bona fide purchaser” provisions provided in the Comprehensive Environmental Response, Compensation and Liability Act “CERCLA”), 42 §§ USC 9601 et seq., so as to give full effect to the indemnity provided in this paragraph. “Hazardous Material” or “Hazardous Materials” means any chemical, pollutant, contaminant, pesticide, petroleum or petroleum product or by-product, radioactive substance, solid waste, hazardous waste, extremely hazardous waste, special, dangerous or toxic waste, substance, chemical or material regulated, listed, limited or prohibited under any environmental law, including without limitation: (i) asbestos, asbestos-containing material, presumed asbestos-containing material, polychlorinated biphenyls (“PCBs”), solvents, per-and polyfluoroalkyl substances (“PFASs”) and waste oil; (ii) any “hazardous substance” as defined under CERCLA; (iii) any “hazardous waste” as defined under the Resource Conservation and Recovery Act, 42 USC §§ 6901 et seq.; and (iv) indoor air pollutants such as mold, urea formaldehyde or legionella. Notwithstanding any other provision of this Agreement to the contrary, all of Purchaser’s obligations in this Section shall survive Closing.

13. Brokers. Each of Seller and Purchaser represents and warrants to the other that it has not hired, engaged or consulted with any broker or agent to which the other party has or will have any obligation, and agrees to indemnify the other from and against any cost or expense arising from such party’s failure to pay any commission or fee payable to its respective broker or agents. Each Seller and Purchaser agrees to indemnify, defend and hold harmless the other from and against any cost or expense arising from such party’s failure to pay any commission or fee payable to its respective brokers or agents. The provisions of this paragraph shall survive the Closing or the earlier termination or expiration of this Agreement.

14. Costs. Purchaser will pay all costs and expenses for any title searches, title commitment and for any title insurance policy. Purchaser will pay all costs and expenses for any due diligence and surveying of all or any part of the Property. Each party will pay its own

attorneys' fees and expenses except as provided in paragraph 17. The obligations of this paragraph shall survive the Closing or the earlier termination or expiration of this Agreement.

15. Mutual Representations and Warranties. Each party represents and warrants to the other that it has full power and authority to execute and deliver this Agreement and all other documents executed and delivered or to be executed and delivered in connection with the transactions described in this Agreement and to perform all of its obligations arising under this Agreement. Each party also represents to the other that the person executing this Agreement on its behalf has the authority to bind such party in accordance with the terms of this Agreement.

16. Remedies.

(a) If Purchaser fails to perform its obligations under this Agreement, and such default is not remedied within ten (10) business days after Seller notifies Purchaser in writing, Seller may, at its option and as its sole and exclusive remedy, terminate this Agreement by written notice to Purchaser, in which event the Earnest Money will be delivered to Seller as liquidated damages and not as a penalty (it being understood that Seller's actual damages may be extremely difficult to calculate) and neither party shall have any further liability to the other under this Agreement except as otherwise expressly set forth in herein.

(b) If Seller fails to perform its obligations under this Agreement, and such default is not remedied within ten (10) business days after Purchaser notifies Seller in writing, Purchaser may, at its option and its sole and exclusive remedies, (i) terminate this Agreement by written notice to Seller, in which event, the Earnest Money will be refunded to Purchaser and neither party shall have any further liability to the other under this Agreement except as otherwise expressly set forth in herein or (ii) seek specific performance of Seller's obligations under this Agreement (and the Earnest Money shall be refunded to Purchaser in the event such specific performance is not granted).

(c) In the event of a default of this Agreement, neither party will be entitled to, and each party waives all right to seek, any other remedies that may be available to it at law, in equity or otherwise, including, but not limited to, consequential, exemplary, punitive or incidental damages.

17. Attorneys' Fees. If either party elects to file any action in order to enforce the terms of this Agreement, or for a declaration of rights hereunder, the prevailing party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' fees and expenses as a result thereof from the losing party, upon final settlement, judgment or judgment on appeal thereof. The obligations of this paragraph shall survive Closing or the earlier termination or expiration of this Agreement.

18. Recording. Neither party shall record this Agreement or a memorandum of this Agreement.

19. Assignment. Purchaser shall not have the right to assign its rights under this Agreement to any unaffiliated party without the prior written consent of Seller which may be withheld in Seller's sole discretion. Any assignment to an affiliate permitted under this paragraph

shall not relieve Purchaser of its obligations, covenants and representations to Seller and Seller Parties under the terms of this Agreement, including, without limitation, its indemnity obligations pursuant to Sections 9(b) and 12(b) hereof, and any permitted assignee must fully assume the obligations of Purchaser under this Agreement in writing. If Purchaser assigns its rights under this Agreement to an affiliate as permitted under this paragraph, Purchaser shall promptly notify Seller of such assignment.

20. Time of the Essence. Time shall be of the essence in the performance of all obligations under this Agreement. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required under this Agreement must be performed, or by which Closing must be held, expires on a Saturday, Sunday or a holiday, then such time period shall be automatically extended to the next business day.

21. Controlling Law. This Agreement has been entered into under, and shall be interpreted and construed according to, the laws of the State of Mississippi.

22. Notices. All notices provided or permitted to be given under this Agreement must be in writing and may be served by (a) sending by registered or certified mail (postage pre-paid, return receipt requested) or nationally recognized overnight courier or (b) by hand delivering the same to such person. For purposes of notice, the addresses of the parties shall be as follows:

If to Purchaser: Ferrous Processing and Trading Company
1333 Brewery Park Blvd., Suite 400
Detroit, MI 48207-4550
Attention: President

With a copy to: legal.notices@clevelandcliffs.com

If to Seller: MMC Materials, Inc.
133 New Ragsdale Road
Madison, MS 39110

With a copy to: Sam Kelly
Brunini, Grantham, Grower & Hewes, PLLC
P. O. Drawer 119, Jackson, MS 39205
190 East Capitol Street, Suite 100, Jackson, MS 39201

23. Entire Agreement, Modification. This Agreement and all exhibits attached hereto constitute the entire and complete agreement between the parties hereto and supersede any prior oral or written agreements between the parties with respect to the Property. Seller and Purchaser expressly agree that there are no oral or written understandings or agreements between them that in any way change the terms, covenants and conditions set forth in this Agreement, and that no modification of this Agreement, and no waiver of any of its terms or conditions, shall be effective unless made in writing and duly executed by both parties.

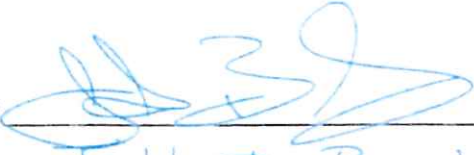
24. Severability. If any term of this Agreement is found to be void or invalid, such provision shall be fully severable here from and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provision shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of the parties as expressed herein.

[signature page follows]

IN WITNESS WHEREOF, Seller and Purchaser have executed this Agreement as of the dates of their respective signatures below but this Agreement shall be effective for all purposes as of the Effective Date.

SELLER:

MMC Materials, Inc.

By: 
Name: Judd D. Beech
Title: President
Date: 3-14-24

PURCHASER:

Ferrous Processing and Trading Company

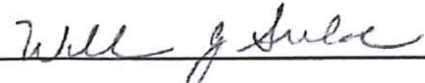
By: 
Name: William J. Sulak
Title: President
Date: 3-14-24

EXHIBIT "A"**LEGAL DESCRIPTION**Parcel One

10.0 acres lying in the Southeast Quarter of Section 15, T-8-N, R-2-E of Madison County, Mississippi lying between the East R.O.W. of the I.C.G. Railroad R.O.W. and being more particularly described as follows:

Begin at the Southeast Comer of the Northwest Quarter of the Southeast Quarter of Section 15 and run West for a distance of 491.7 feet to the Easternmost R.O.W. line of the I.C.G. Railroad R.O.W.; thence

Northeasterly along said R.O.W. line for a distance of 717.0 feet; thence

East for a distance of 660.0 feet; thence

Southwesterly along a line parallel to the East R.O.W. line of the said I.C.G. Railroad for distance of 717.0 feet; thence

West for a distance of 188.3 feet to the Point of Beginning.

The herein described tract contains 10.0 acres more or less.

Parcel Two

A parcel of land lying and situated in the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 15, Township 8 North, Range 2 East, Madison County, Mississippi, being more particularly described as follows:

Commence at a Cotton Picker Spindle representing the SW comer of Section 15, Township 8 North, Range 2 East, Madison County, Mississippi and run thence N 89 degrees 32 minutes 45 seconds E for a distance of 3434.58 feet to a point; thence run N 0 degrees 27 minutes 15 seconds W for a distance of 33.43 feet to an iron pin: thence run N 12 degrees 06 minutes 00 seconds E for a distance of 1323.48 feet to an iron pin on the north line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 15; thence nm S 89 degrees 32 minutes 45 seconds W along the north line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 15 for a distance of 246.03 feet to an iron pin of the easterly right of way of Illinois Gulf Central Railroad; thence run N 23 degrees 13 minutes 22 seconds E along said railroad right of way for a distance of 717.00 feet to an iron pin which is the Point of Beginning of the parcel herein described. From the Point of Beginning run thence N 23 degrees 13 minutes 22 seconds E along said railroad right of way for a distance of 266.05 feet to a concrete monument which is the NW corner of Lot 4 J. R. Davis Subdivision the map or plat of which is of record and on file in the Office of the Chancery Clerk of Madison County, located in Canton, Mississippi; thence run S 89 degrees 53 minutes 23 seconds E along the North line of said lot 4 for a distance of 441.37 feet to an iron pin; thence run S 23 degrees 42 minutes 33 seconds W for a distance of 262.20 feet to an iron pin: thence run S 89 degrees 32 minutes 45 seconds W for a distance of 441.67 feet to the Point of Beginning. This parcel contains 2.45 acres, more or less.

Parcel Three

A parcel of land lying and situated in the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 15, Township 8 North, Range 2 East, Madison County, Mississippi, being more particularly described as follows:

Commence at a Cotton Picker Spindle representing the SW corner of Section 15, Township 8 North, Range 2 East, Madison County, Mississippi and run thence N 89 degrees 32 minutes 45 Second E for a distance of 3434.58 feet to a point; thence run N 0 degrees 27 minutes 15 seconds W for a distance of 33.43 feet to an iron pin: thence run N 12 degrees 06 minutes 00 seconds E for a distance of 1323.48 feet to an iron pin on the north line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 15; thence run S 89 degrees 32 minutes 45 seconds W along the north line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 15 for a distance of 246.03 feet to an iron pin of the easterly right of way of Illinois Gulf Central Railroad; thence run N 23 degrees 13 minutes 22 seconds E along said railroad right of way for a distance of 717.00 feet to an iron pin; thence run N 89 degrees 32 minutes 45 seconds E for a distance of 660.00 feet to an iron pin which is the Point of Beginning of the parcel herein described. From the Point of Beginning continue thence N 89 degrees 32 minutes 45 seconds E for a distance of 709.96 feet to an iron pin on the westerly right of way of Highway 51; thence run S 23 degrees 42 minutes 33 seconds W along said right of way for a distance of 65.76 feet to a point; thence run S 89 degrees 32 minutes 45 seconds W for a distance of 709.35 feet to a point; thence run N 23 degrees 13 minutes 22 seconds E for a distance of 65.51 feet to the Point of Beginning. This Parcel contains 0.98 acres, more or less.

EXHIBIT "B"

SPECIAL WARRANTY DEED

Prepared by and Return to: Arthur F. Jernigan, Jr. Jernigan Copeland Attorneys 970 Ebenezer Blvd. Madison, MS 39110	Grantor: MMC Materials, Inc. 133 New Ragsdale Road Madison, MS 39110 601-898-4000	Grantee: [●] 1333 Brewery Park Blvd., Suite 400 Detroit, MI 48207-4550 313-567-9710
Indexing Instructions: SE1/4 and N1/2 of SE1/4 of Section 15, T8N, R2E, Madison County, Mississippi.		

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 and sufficiency of all of which are hereby acknowledged, MMC Materials, Inc., a Mississippi corporation ("**Grantor**"), hereby grants, conveys and warrants specially unto [●], a [●] ("**Grantee**"), the real property located in Madison County, Mississippi, ("**Property**"), that is described in "Exhibit A" attached hereto.

The Property is conveyed subject to, and there is excepted from the special warranty of this conveyance zoning ordinances and the permitted exceptions set forth on "Exhibit B" attached hereto.

Grantor hereby covenants that Grantor will warrant and defend the title to the Property unto Grantee, and unto Grantee's successors and assigns, against the lawful claims and demands of all persons claiming under or through Grantor, but not otherwise, and subject to the above exceptions.

Ad valorem taxes for the year 2023 shall be prorated between Grantor and Grantee as of the date of closing based on the 2022 taxes. Grantee assumes all liability for and agrees to pay when due the ad valorem taxes for 2023 and thereafter.

EXECUTED on this ____ day of _____, 2024.

GRANTOR:

MMC Materials, Inc.

By: _____

Its: President

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named Judd Beech who acknowledged that he is President of MMC Materials, Inc., and that for and on behalf of said Corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said Corporation to do so.

GIVEN under my hand and official seal on this ____ day of _____, 2024.

NOTARY PUBLIC

My Commission Expires:

Legal Description

A parcel of land lying and situated in the N ½ of the SE ¼ of Section 15, Township 8 North, Range 2 East, Madison County, Mississippi, being more particularly described as follows:

Commence at a Cotton Picker Spindle representing the SW corner of Section 15, Township 8 North, Range 2 East, Madison County, Mississippi and run thence N 89 degrees 32 minutes 45 seconds E for a distance of 3434.58 feet to a point; thence run N 0 degrees 27 minutes 15 seconds W for a distance of 33.43 feet to an iron pin; thence run N 12 degrees 06 minutes 00 seconds E for a distance of 1323.48 feet to an iron pin on the north line of the SW ¼ of the SE ¼ of Section 15; thence run S 89 degrees 32 minutes 45 seconds W along the north line of the SW ¼ of the SE ¼ of Section 15 for a distance of 246.03 feet to an iron pin of the easterly right of way of Illinois Gulf Central Railroad; thence run N 23 degrees 13 minutes 22 seconds E along said railroad right of way for a distance of 717.00 feet to an iron pin which is the Point of Beginning of the parcel herein described. From the Point of Beginning run thence N 23 degrees 13 minutes 22 seconds E along said railroad right of way for a distance of 266.05 feet to a concrete monument which is the NW corner of Lot 4 J. R. Davis Subdivision the map or plat of which is of record and on file in the Office of the Chancery Clerk of Madison County, located in Canton, Mississippi; thence run S 89 degrees 53 minutes 23 seconds E along the North line of said Lot 4 for a distance of 441.37 feet to an iron pin; thence run S 23 degrees 42 minutes 33 seconds W for a distance of 262.20 feet to an iron pin; thence run S 89 degrees 32 minutes 45 seconds W for a distance of 441.67 feet to the Point of Beginning. This parcel contains 2.45 acres, more or less.





EXHIBIT B
BOOK 1858
PAGE 911
+/-5.00 ACRES

PARCEL TWO
+/-2.45 ACRES
BOOK 0517
PAGE 748

PARCEL ONE
BOOK 0517
PAGE 746
+/-10 ACRES

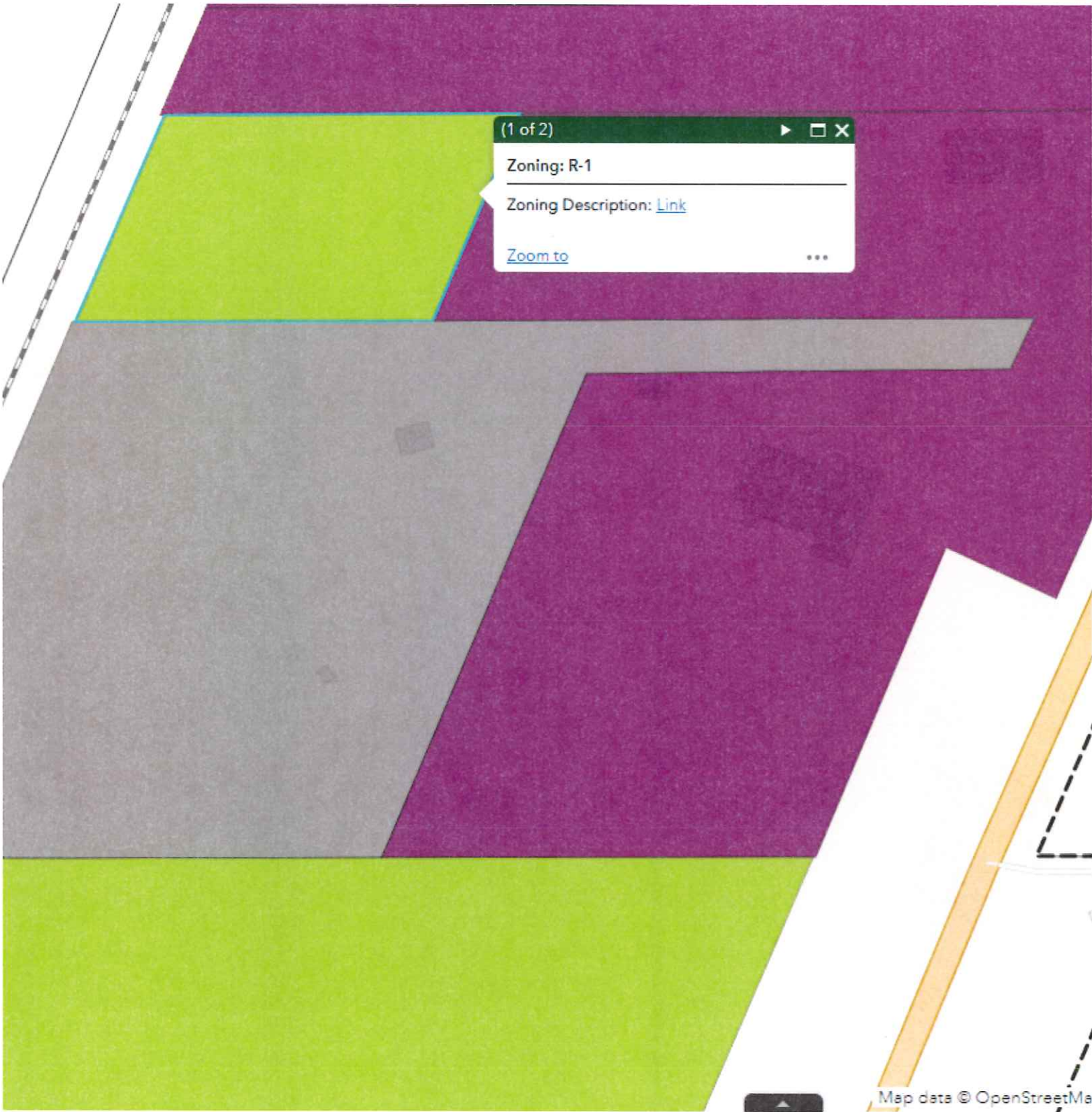
PARCEL THREE
0.98 ACRES
BOOK 517, PAGE 749
ALSO:
EASEMENT TO PUCKETT MACHINERY
BOOK 517, PAGE 742, EXHIBIT "A"
60 FT. WIDE ENTERGY EASEMENT
BOOK 485, PAGE 417

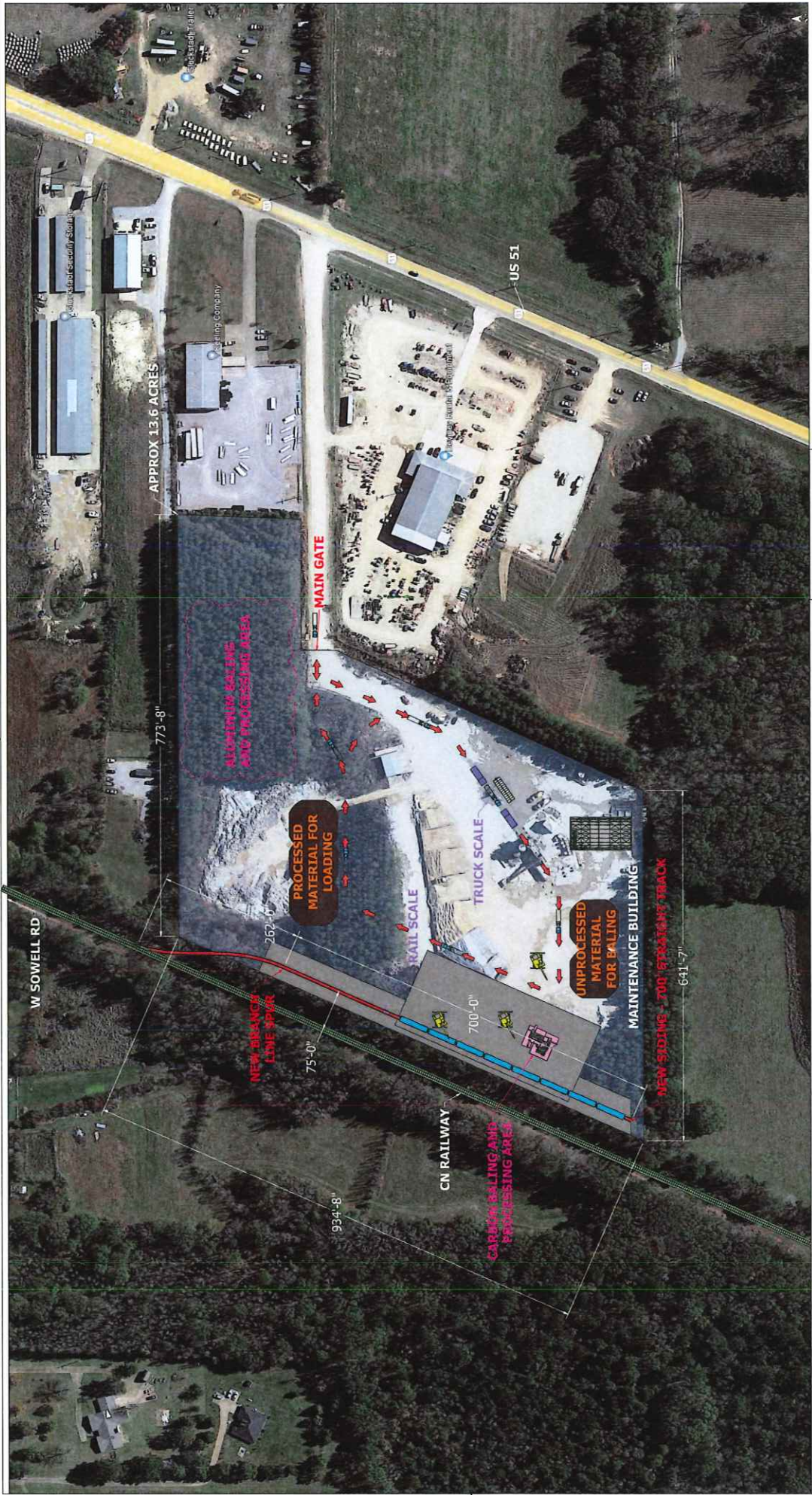
EXHIBIT A
BOOK 0484
PAGE 689
15 FT EASEMENT

© 2024 Mic... Corporation © 2024 Mahan © CINES 12024J Distribution Airbus DS

EXHIBIT
D
84







UNLESS OTHERWISE NOTED DIMENSIONS ARE IN INCHES		DATE: 7/9/2024
X/X' = ± 1/16	APPROVED:	DESIGN: 7/9/2024
X' = ± .03	REVISED:	PROJECT: [Blank]
.XX = ± .015	WORK ORDER:	CLIENT: [Blank]
.XXX = ± .005	MATERIAL:	PROJECT: [Blank]
.XXXX = ± .0005		PROJECT: [Blank]
ANGLES = ± .5°		PROJECT: [Blank]

LEGEND	DESCRIPTION
[Red Line]	TRANSPORTATION PATH
[Blue Line]	RAILCARS / TRUCKS
[Yellow Line]	MATERIAL HANDLERS
[Green Line]	MATERIAL PILE
[Purple Line]	PROCESSING AREA
[Pink Line]	SCALE
[Green Line]	EXISTING RAILWAY

EXHIBIT

G

87

FERRIS
 Ferris Fabrication & Engineering
 PHONE: (313) 347-4700 FAX: (313) 925-1331
FPT - Canton MS - US 51
Layout
 USER: [Blank]
 ID: 705578
 SCALE: 1" = 100'
 SHEET: [Blank]

C:\Work_WorkEngineering\Design\FPT Canton MS\Site Layout Concept\

Property Owners within 160 feet of Subject Property

082E-15-009/01.00

Kevin Pearson
118 Taylor Lane S
Madison, MS 39110

082E-15-009/02.00

Michael & Vanessa Pearson
118B Taylor Lane S
Madison, MS 39110

082E-15-032/00.00

082E-15-037/00.00

082E-15-038/00.00

MMC Materials, Inc.
P.O. Box 2749
Madison, MS 39130

082E-15-038/01.00

Keeling Company
4227 E 43rd
Little Rock, AK 72231

082E-15-039/00.00

Baine Foote Ventures, LLC
P.O. Box 1400
Madison, MS 39130

082E-15-039/02.00

Yard Sarge, LLC
109 Dixon Run
Madison, MS 39110

082E-15-040/00.00

Gluckstadt Security Storage, LLC
2195 Highway 51
Madison, MS 39110

082E-15-033/00.00

Deviney Brothers, Inc.
P.O. Box 6717
Jackson, MS 39282





ANDY J. CLARK
aclark@jcalawfirm.com

August 1, 2024

VIA CERTIFIED MAIL-RETURN RECEIPT REQUESTED

Kevin Pearson
118 Taylor Lane S
Madison, MS 39110

RE: NOTICE OF PUBLIC HEARING TO REZONE REAL PROPERTY

Dear Property Owner:

Notice is hereby given to those parties in interest that there will be a public hearing on Tuesday, August 27, 2024, at 6:00 p.m. before the Planning & Zoning Commission at Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt, MS for the purpose of determining whether or not a Petition and Application to Rezone Real Property shall be granted to the owners of the described property in the City of Gluckstadt, Madison County, Mississippi:

082E-15-037/00.00

082E-15-038/00.00

Sincerely,

Ferrous Processing and Trading Company



Andy J. Clark, Esq.
One of Counsel for Petitioner





970 Ebenezer Blvd.
Post Office Box 2249
Madison, MS 39130-2249

CERTIFIED MAIL®



9589 0710 5270 1413 7088 32



quadrant
FIRST-CLASS MAIL
IMI
\$009.64⁰
08/01/2024 ZIP 39110
043M30224626

US POSTAGE

**Kevin Pearson
118 Taylor Lane S
Madison, MS 39110**

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Kevin Pearson
 118 Taylor Lane S
 Madison, MS 39110



9590 9402 8654 3244 5985 85

2. Article Number: 9589 0710 5270 1413 7088 32
(over 3500)

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) _____ C. Date of Delivery _____

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
- Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery Restricted Delivery
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery
 - Priority Mail Express®

Domestic Return Receipt



ANDY J. CLARK
aclark@jcalawfirm.com

August 1, 2024

VIA CERTIFIED MAIL-RETURN RECEIPT REQUESTED

Michael & Vanessa Pearson
118B Taylor Lane S
Madison, MS 39110

RE: NOTICE OF PUBLIC HEARING TO REZONE REAL PROPERTY

Dear Property Owner:

Notice is hereby given to those parties in interest that there will be a public hearing on Tuesday, August 27, 2024, at 6:00 p.m. before the Planning & Zoning Commission at Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt, MS for the purpose of determining whether or not a Petition and Application to Rezone Real Property shall be granted to the owners of the described property in the City of Gluckstadt, Madison County, Mississippi:

082E-15-037/00.00

082E-15-038/00.00

Sincerely,

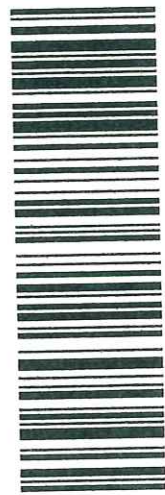
Ferrous Processing and Trading Company

Andy J. Clark, Esq.
One of Counsel for Petitioner



970 Ebenezer Blvd.
Post Office Box 2249
Madison, MS 39130-2249

CERTIFIED MAIL



9589 0710 5270 1413 7088 54

**Michael and Vanessa Pearson
118B Taylor Lane S
Madison, MS 39110**



quodient
FIRST-CLASS MAIL
IMI
\$009.64
09/01/2024 ZIP 39110
043M30224626

US POSTAGE

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Michael Pearson
Vanessa Pearson
118 B Taylor Lane S
Madison, MS 39110



9590 9402 8654 3244 5985 54

2. Article Number (Transfer from service label)

9589 0710 5270 1413 7088 56

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

C. Date of Delivery

Agent
 Addressee

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

(over 350g)

Registered Delivery

Domestic Return Receipt



ANDY J. CLARK
aclark@jcalawfirm.com

August 1, 2024

VIA CERTIFIED MAIL-RETURN RECEIPT REQUESTED

MMC Materials, Inc.
P.O. Box 2749
Madison, MS 39130

RE: NOTICE OF PUBLIC HEARING TO REZONE REAL PROPERTY

Dear Property Owner:

Notice is hereby given to those parties in interest that there will be a public hearing on Tuesday, August 27, 2024, at 6:00 p.m. before the Planning & Zoning Commission at Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt, MS for the purpose of determining whether or not a Petition and Application to Rezone Real Property shall be granted to the owners of the described property in the City of Gluckstadt, Madison County, Mississippi:

082E-15-037/00.00

082E-15-038/00.00

Sincerely,

Ferrous Processing and Trading Company

A handwritten signature in blue ink, appearing to be 'AJC', is written over a horizontal line.

Andy J. Clark, Esq.
One of Counsel for Petitioner

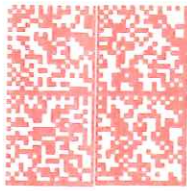
CERTIFIED MAIL®



970 Ebenezer Blvd.
Post Office Box 2249
Madison, MS 39130-2249



9589 0710 5270 1413 7088 70




quadrant
FIRST-CLASS MAIL
IMI
\$009.64
08/01/2024 ZIP 39110
043M30224626

US POSTAGE

**MMC Materials, Inc.
P. O. Box 2749
Madison, MS 39130**

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS; FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input type="checkbox"/> Agent Addresssee</p> <p>B. Received by (Printed Name) <input type="checkbox"/> Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to:</p> <p>MMC Materials, Inc. P.O. Box 2749 Madison, MS 39130</p>  <p>9590 9402 8654 3244 5985 61</p>		<p>3. Service Type</p> <ul style="list-style-type: none"> <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery 	
<p>2. Article Number (Transfer from carrier label)</p> <p>9589 0710 5270 1413 7088 70</p> <p>(OVER \$500) 88</p>		<p>Domestic Return Receipt</p>	
<p>PS Form 3811, July 2020 PSN 7530-02-000-9053</p>			



ANDY J. CLARK
aclark@jcalawfirm.com

August 1, 2024

VIA CERTIFIED MAIL-RETURN RECEIPT REQUESTED

Keeling Company
4227 E 43rd
Little Rock, AK 72231

RE: NOTICE OF PUBLIC HEARING TO REZONE REAL PROPERTY

Dear Property Owner:

Notice is hereby given to those parties in interest that there will be a public hearing on Tuesday, August 27, 2024, at 6:00 p.m. before the Planning & Zoning Commission at Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt, MS for the purpose of determining whether or not a Petition and Application to Rezone Real Property shall be granted to the owners of the described property in the City of Gluckstadt, Madison County, Mississippi:

082E-15-037/00.00
082E-15-038/00.00

Sincerely,

Ferrous Processing and Trading Company

Andy J. Clark, Esq.
One of Counsel for Petitioner



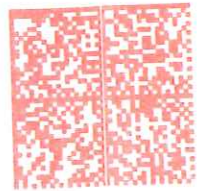
970 Ebenezer Blvd.
Post Office Box 2249
Madison, MS 39130-2249

CERTIFIED MAIL



9589 0710 5270 1413 7088 87

Keeling Company
4227 E. 43rd
Little Rock, AR 72231



quodient
FIRST-CLASS MAIL
IM1
\$009.64
08/01/2024 ZIP 39110
043M30224626
US POSTAGE

PLACE STICKERS TO THE RIGHT OF THE ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Keeling Company
4227 E. 43rd
Little Rock, AR 72231



9590 9402 8654 3244 5985 92

2. Article: 9589 0710 5270 1413 7088 87

Registered Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053



Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?
If YES, enter delivery address below:

Yes
 No

3. Service Type

- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery



ANDY J. CLARK
aclark@jcalawfirm.com

August 1, 2024

VIA CERTIFIED MAIL-RETURN RECEIPT REQUESTED

Baine Foote Ventures, LLC
P.O. Box 1400
Madison, MS 39130

RE: NOTICE OF PUBLIC HEARING TO REZONE REAL PROPERTY

Dear Property Owner:

Notice is hereby given to those parties in interest that there will be a public hearing on Tuesday, August 27, 2024, at 6:00 p.m. before the Planning & Zoning Commission at Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt, MS for the purpose of determining whether or not a Petition and Application to Rezone Real Property shall be granted to the owners of the described property in the City of Gluckstadt, Madison County, Mississippi:

082E-15-037/00.00

082E-15-038/00.00

Sincerely,

Ferrous Processing and Trading Company



Andy J. Clark, Esq.
One of Counsel for Petitioner

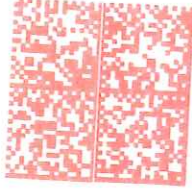


970 Ebenezer Blvd.
Post Office Box 2249
Madison, MS 39130-2249

CERTIFIED MAIL®



9589 0710 5270 1413 7088 94



quadrant
FIRST-CLASS MAIL
IMI
\$009.64⁹
08/01/2024 ZIP 39110
043M30224626

US POSTAGE

**Baine Foote Ventures, LLC
P. O. Box 1400
Madison, MS 39130**

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Baine Foote Ventures, LLC
 P.O. Box 1400
 Madison, MS 39130



9590 9402 8654 3244 5986 08

2. Article Number (Transfer from services label)

9589 0710 5270 1413 7088 94
 (over 3000)

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below: Yes No

3. Service Type
- Adult Signature Restricted Delivery
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

Domestic Return Receipt



ANDY J. CLARK
aclark@jcalawfirm.com

August 1, 2024

VIA CERTIFIED MAIL-RETURN RECEIPT REQUESTED

Yard Sarge, LLC
109 Dixon Run
Madison, MS 39110

RE: NOTICE OF PUBLIC HEARING TO REZONE REAL PROPERTY

Dear Property Owner:

Notice is hereby given to those parties in interest that there will be a public hearing on Tuesday, August 27, 2024, at 6:00 p.m. before the Planning & Zoning Commission at Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt, MS for the purpose of determining whether or not a Petition and Application to Rezone Real Property shall be granted to the owners of the described property in the City of Gluckstadt, Madison County, Mississippi:

082E-15-037/00.00

082E-15-038/00.00

Sincerely,

Ferrous Processing and Trading Company



Andy J. Clark, Esq.
One of Counsel for Petitioner



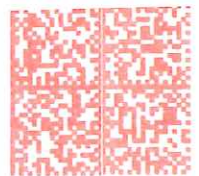
**JERNIGAN
COPELAND**
ATTORNEYS PC

970 Ebenezer Blvd.
Post Office Box 2249
Madison, MS 39130-2249

CERTIFIED MAIL



9589 0710 5270 1413 7089 00



quadrant
FIRST-CLASS MAIL
IMI
\$009.64
08/01/2024 ZIP 39110
043M30224626

US POSTAGE

**Yard Sarge, LLC
1109 Dixon Run
Madison, MS 39110**

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOR THE RETURN ADDRESS, FOR THE RETURN ADDRESS

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Yard Sarge, LLC
109 Dixon Run
Madison, MS 39110



9590 9402 8654 3244 5986 15

2. Article Number Transfer from previous label

9589 0710 5270 1413 7089 00

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

C. Date of Delivery

Agent
 Addressee

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Adult Signature Restricted Delivery
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

(over \$500) Restricted Delivery

Domestic Return Receipt

SS



ANDY J. CLARK
aclark@jcalawfirm.com

August 1, 2024

VIA CERTIFIED MAIL-RETURN RECEIPT REQUESTED

Gluckstadt Security Storage, LLC
2195 Highway 51
Madison, MS 39110

RE: NOTICE OF PUBLIC HEARING TO REZONE REAL PROPERTY

Dear Property Owner:

Notice is hereby given to those parties in interest that there will be a public hearing on Tuesday, August 27, 2024, at 6:00 p.m. before the Planning & Zoning Commission at Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt, MS for the purpose of determining whether or not a Petition and Application to Rezone Real Property shall be granted to the owners of the described property in the City of Gluckstadt, Madison County, Mississippi:

082E-15-037/00.00
082E-15-038/00.00

Sincerely,

Ferrous Processing and Trading Company

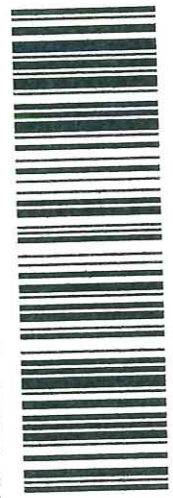


Andy J. Clark, Esq.
One of Counsel for Petitioner



970 Ebenezer Blvd.
Post Office Box 2249
Madison, MS 39130-2249

CERTIFIED MAIL



9589 0710 5270 1413 7089 17

**Gluckstadt Security Storage
Storage, LLC
2195 Highway 51
Madison, MS 39110**



quadrant
FIRST-CLASS MAIL
IMI
\$009.64⁹
08/01/2024 ZIP 39110
043M30224626

US POSTAGE

PLACE STICKER ON ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Gluckstoft Security
 Storage, LLC
 2105 Highway 51
 Madison, MS 39110



9590 9402 8654 3244 5986 22

2. 9589 0710 5270 1413 7089 17

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

(over 300)

Restricted Delivery

Domestic Return Receipt



ANDY J. CLARK
aclark@jcalawfirm.com

August 1, 2024

VIA CERTIFIED MAIL-RETURN RECEIPT REQUESTED

Deviney Brothers, Inc.
P.O. Box 6717
Jackson, MS 39282

RE: NOTICE OF PUBLIC HEARING TO REZONE REAL PROPERTY

Dear Property Owner:

Notice is hereby given to those parties in interest that there will be a public hearing on Tuesday, August 27, 2024, at 6:00 p.m. before the Planning & Zoning Commission at Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt, MS for the purpose of determining whether or not a Petition and Application to Rezone Real Property shall be granted to the owners of the described property in the City of Gluckstadt, Madison County, Mississippi:

082E-15-037/00.00

082E-15-038/00.00

Sincerely,

Ferrous Processing and Trading Company

Andy J. Clark, Esq.
One of Counsel for Petitioner



**JERNIGAN
COPELAND**
ATTORNEYS PC

970 Ebenezer Blvd.
Post Office Box 2249
Madison, MS 39130-2249

CERTIFIED MAIL



9589 0710 5270 1413 7089 24

**Deviney Brothers, Inc.
P. O. Box 6717
Jackson, MS 39282**



quodient
FIRST-CLASS MAIL
IM1
\$009.64
08/01/2024 ZIP 39110
043M30224626

US POSTAGE

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Devinney Brothers, Inc.
P.O. Box 4717
Jackson, MS 39282



9590 9402 8654 3244 5986 39

2. Article Number Transfer from previous label

9589 0710 5270 1413 7089 24

(over \$500)

led Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent
 Addressee
- B. Received by (Printed Name) Date of Delivery
- D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

AFFP
Rezoning Application for MMC Materials

AFFIDAVIT OF PUBLICATION

State of Florida, County of Duval, ss:

Hayden Lipsky, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Madison County Journal, a newspaper printed and published in the City of Ridgeland, County of Madison, State of Mississippi, and that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:
Aug. 8, 2024

NOTICE ID: zQby2BFWIS0pS13PcMih
NOTICE NAME: Rezoning Application for MMC Materials
Publication Fee: 28.10

That said newspaper was regularly issued and circulated on those dates.

Signature: Hayden Lipsky



VERIFICATION

State of Florida
County of Duval

Subscribed in my presence and sworn to before me on this: **08/08/2024**

Destiny K. Jackson

Notary Public
Notarized remotely online using communication technology via Proof.

NOTICE IS HEREBY GIVEN TO THOSE PARTIES IN INTEREST that there will be a Public Hearing on Tuesday, August 27, 2024 at 6:00 PM before the Gluckstadt Planning and Zoning Commission at the Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt MS 39110 for the purpose of determining whether or not a petition for rezoning shall be granted to the owners of the described parcel numbers in the City of Gluckstadt, Madison County, Mississippi:

Madison County Tax Parcel No. 082E-15-037/00.00
and
Madison County Tax Parcel No. 082E-15-038/00.00

The Public Hearing in relation thereto shall provide parties in interest and citizens opportunity to be heard. A copy of the Conditional Use application is available at the Gluckstadt City Hall for inspection.

/s/ Lindsay Kellum
City Clerk's Signature



CITY OF GLUCKSTADT

MISSISSIPPI
PLANNING AND ZONING ADMINISTRATOR

MEMORANDUM

TO: Planning And Zoning Board

FROM: William Hall, Planning And Zoning Admin

DATE: 08/08/2024

SUBJECT: Election of Officers

Officer elections are held once per year by the Planning And Zoning Commission Ordinance. The Ordinance lists a Chairperson as a requirement. An additional Vice-Chairperson has been appointed in past. Per Ordinance 2021-3, the same Commissioners may be elected to their current positions.