

**CITY OF BILOXI
AGENDA ITEM
FACT SHEET**

Item No.: 5J

Council Meeting Date: June 16, 2026

ITEM TITLE: RESOLUTION

INTRODUCED BY: Mayor Andrew "FoFo" Gilich

CONTACT PERSON: Richard Weaver, Chief Administrative Officer
Rachel Quave, Contract Manager

SUMMARY EXPLANATION:

Resolution authorizing entry into First Amendment to the Lease and Fuel Dock Agreement, by and among the City of Biloxi, the State of Mississippi and N&J Enterprises, Inc.

Resolution Ordinance _____ Public Hearing _____ Routine Agenda _____

Exhibits for Review

Contract Minutes _____ Plans/Maps _____ Deed _____ Lease _____

Other (Specify): Exhibit A: First Amendment

Submittal Authorization: Council President _____ Mayor

STAFF RECOMMENDATION: Staff recommends approval

COUNCIL ACTION: Motion By: _____ Second By: _____

Vote:	Councilmember	Yes	No	AFR	ABST	Councilmember	Yes	No	AFR	ABST
	Gray	___	___	___	___	Tisdale	___	___	___	___
	Marshall	___	___	___	___	Glavan	___	___	___	___
	Nail	___	___	___	___	Shoemaker	___	___	___	___
	Creel	___	___	___	___					

ACTION TAKEN:

Resolution No.

RESOLUTION AUTHORIZING ENTRY INTO FIRST AMENDMENT TO THE LEASE AND FUEL DOCK AGREEMENT, BY AND AMONG THE CITY OF BILOXI, THE STATE OF MISSISSIPPI AND N&J ENTERPRISES, INC.

WHEREAS, pursuant to Resolution No. 550-14, the City of Biloxi (the "City") entered into that certain Lease and Fuel Dock Agreement (the "Agreement"), under which N&J Enterprises, Inc ("N&J") leases a parcel of land in the Point Cadet Marina, for the purposes of operating a fuel dock, from the City and the State of Mississippi, acting by and through the Secretary of State of the State of Mississippi as the State Land Commissioner, and with the approval of the Governor (the "State");

WHEREAS, as part of the Agreement, N&J received a credit in the amount of Forty-Six Thousand Twenty and 40/100 Dollars (\$46,020.40) as reimbursement for the cost of relocating the fuel facility, which applied only against the City's share of rents;

WHEREAS, from and since entry into the Agreement, N&J has invested an additional Twenty-Eight Thousand Three Hundred Eighty-Nine and 11/100 Dollars (\$28,389.11) in improvements to City property, including extension and broadening of the fuel dock pier and other improvements;

WHEREAS, under the terms of the First Amendment to the Agreement, attached hereto as Exhibit "A," N&J conveys all such improvements to the City and an additional credit of Twenty-Eight Thousand Three Hundred Eighty-Nine and 11/100 Dollars (\$28,389.11), to be applied against the City's rents; and

WHEREAS, it is the recommendation of Richard Weaver, Chief Administrative Officer, that the City enter into the First Amendment, attached hereto as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY

COUNCIL OF THE CITY OF BILOXI, MISSISSIPPI, THAT:

SECTION ONE: The findings, conclusions, and statements of fact contained in the foregoing preamble are hereby adopted, ratified, and incorporated herein.

SECTION TWO: The Mayor, on behalf of the City of Biloxi, is hereby authorized to execute the First Amendment to the Lease and Fuel Dock Agreement, attached hereto as Exhibit "A," with the State of Mississippi and N&J Enterprises, Inc.

SECTION THREE: This resolution shall take effect and be in force from and after adoption.



DO NOT WRITE ABOVE THIS SPACE	
Document Prepared by Office of the Secretary of State Raymond D. Carter Assistant Secretary of State for the Gulf Coast 1141 Bayview Avenue Suite 1700 Biloxi, MS 39530 (228) 432-0541 <input type="checkbox"/> Not a Mississippi Attorney <input checked="" type="checkbox"/> Mississippi Attorney Bar No. 8444	Return Original Document to Office of the Secretary of State 1141 Bayview Avenue Suite 1700 Biloxi, MS 39530 (228) 432-0541 <i>If left blank, original document will be returned to document preparer.</i>
<u>PUBLIC TRUST TIDELANDS LEASE</u> FIRST AMENDMENT TO THE LEASE AND FUEL DOCK AGREEMENT (Point Cadet, Biloxi, Mississippi)	
Lessor State of Mississippi c/o Secretary of State Public Lands Division Post Office Box 136 Jackson, Mississippi 39205-0136 (601) 359-1350 City of Biloxi c/o Mayor Post Office Box 429 Biloxi, Mississippi 39533 (228) 432-6254	Lessee N&J Enterprises, Inc. 409 Forest Hill Drive Ocean Springs, Mississippi 39564 (228) 669-2845
Indexing Instructions Part of Block 5 Sommerville Addition, City of Biloxi, Second Judicial District, Harrison c/county, Mississippi; And Margin Note at Instrument 2014 3111D-J2 filed /recorded 12/2/2014.	
This document contains 27 pages with the cover page(s) included as an integral part of the document.	

**FIRST AMENDMENT TO THE
LEASE AND FUEL DOCK AGREEMENT**

THIS, FIRST AMENDMENT TO THE LEASE AND FUEL DOCK AGREEMENT (this "Amendment"), is made this the ____ day of _____, 2026, by and between the CITY OF BILOXI, MISSISSIPPI, (the "City"), the STATE OF MISSISSIPPI, acting by and through the Secretary of State of the State of Mississippi as the State Land Commissioner, and with the approval of the Governor (the "State"), and N & J ENTERPRISES, INC. ("N&J").

WITNESSETH:

WHEREAS, the City, the State and N&J entered that certain Lease and Fuel Dock Agreement (the "Agreement"), effective September 1, 2014, which provides the terms and conditions under which N&J leases an irregularly shaped parcel of property located in the Point Cadet Marina (See Exhibit "B"); and

WHEREAS, as part of the Agreement, credit in the amount of \$46,020.40 to N&J for the cost of relocating the fuel facility, was applied only against the City's share of rent due;

WHEREAS, from and since entry into the Agreement, N&J has invested an additional \$28,389.11 in improvements to City property, specifically the expansion and improvement of the City's fuel dock pier which occurred in 2017 and 2018, as detailed in Exhibit "A" attached hereto; and

WHEREAS, the parties mutually desire to amend the Agreement to provide for the above-referenced circumstances.

NOW THEREFORE, in consideration of the provisions set forth in the foregoing recitals, and the consideration set forth in the Agreement, all of which is incorporated herein by reference, the sufficiency and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Section 3.01, Paragraph e) is hereby amended to read as follows:

e) Lessee shall receive a total rent credit in the amount of \$74,409.51 ("Credit") for the remaining balance of the cost of relocating the fuel facility required of Lessee by City and the expansion and improvement of the City's fuel dock pier in 2017 and 2018. Credit shall apply only against City's share of Annual Rent under this lease pursuant to Paragraph IV (2) of the PCCSA. The Credit for the First Lease Year (under the Agreement) is \$3596.42. The Credit for subsequent Lease Years (under the Agreement) is \$4346.67 and shall be adjusted based on future rent adjustments. The Credit for the Lease Year beginning June 30, 2026 (under this First Amendment), is \$5,398.00 and shall be adjusted based on future rent adjustments.

2. The following paragraph is hereby inserted at the end of Section 3.01:

f) Tenant conveys all improvements constructed in 2017, for the total cost of \$28,389.11, to the City of Biloxi, and City accepts such improvements.

3. All remaining terms and conditions of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties by their duly authorized officers have caused these presents to be subscribed on the day and year first above written.

N&J:

N & J ENTERPRISES, INC.

By: _____
Name: Danny Pitalo
Title: President

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2026, within my jurisdiction, the within named Danny Pitalo, who acknowledged that he is President of N&J Enterprises, Inc., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

SWORN TO AND SUBSCRIBED before me this, the ____ day of _____, 2026.

NOTARY PUBLIC

My Commission Expires: _____
(SEAL)

CITY:

THE CITY OF BILOXI, MISSISSIPPI, a
Mississippi municipal corporation

By: _____
Name: A. M. Gilich, Jr.
Title: Mayor

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2026, within my jurisdiction, the within named A.M. Gilich, Jr., who acknowledged that he is Mayor of the City of Biloxi, Mississippi, and that for and on behalf of the said municipality, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said municipality so to do.

SWORN TO AND SUBSCRIBED before me this, the _____ day of _____, 2026.

NOTARY PUBLIC

My Commission Expires: _____
(SEAL)

STATE:

STATE OF MISSISSIPPI

By: _____
MICHAEL D. WATSON, JR.
SECRETARY OF STATE
STATE OF MISSISSIPPI

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2026, within my jurisdiction, the within named Michael D. Watson, Jr., who acknowledged that he is the Secretary of State of the State of Mississippi, and that for and on behalf of the said state, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said state so to do.

SWORN TO AND SUBSCRIBED before me this, the _____ day of _____, 2026.

NOTARY PUBLIC

My Commission Expires: _____
(SEAL)

APPROVED BY THE GOVERNOR OF THE STATE OF MISSISSIPPI, on this the _____ day of _____, 2025.

TATE REEVES, GOVERNOR

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2026, within my jurisdiction, the within named Tate Reeves, who acknowledged that he is Governor of the State of Mississippi, and that for and on behalf of the said state, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said state so to do.

SWORN TO AND SUBSCRIBED before me this, the _____ day of _____, 2026.

NOTARY PUBLIC

My Commission Expires: _____
(SEAL)

**FIRST AMENDMENT TO THE
LEASE AND FUEL DOCK AGREEMENT
Exhibit "A"
(Lease And Fuel Dock Agreement, Effective September 1, 2014)
(2 Pages)**

SCANNED



J. Anderson 2nd Judicial District
Instrument 2014 3111 D -J2
Filed/Recorded 12/ 2/2014 09:59 A
Total Fees \$ 28.00
31 Pages Recorded



DO NOT WRITE ABOVE THIS SPACE	
<p>Document Prepared by Office of the Secretary of State Raymond D. Carter, Public Lands Attorney Post Office Box 97 Gulfport, MS 39502 (228) 864-0254</p> <p><input type="checkbox"/> Not a Mississippi Attorney <input checked="" type="checkbox"/> Mississippi Attorney Bar No.8444</p>	<p>Return Original Document to Office of the Secretary of State Post Office Box 97 Gulfport, MS 39502 (228) 864-0254</p> <p><i>If left blank, original document will be returned to document preparer.</i></p>
<p>LEASE AND FUEL DOCK AGREEMENT</p> <p>N & J ENTERPRISES, INC.</p> <p>(Point Cadet)</p>	
<p>Lessors</p> <p>State of Mississippi c/o Secretary of State Public Lands Division Post Office Box 136 Jackson, Mississippi 39205-0136 (601) 359-6373</p> <p>City of Biloxi, Mississippi c/o Mayor Post Office Box 429 Biloxi, Mississippi 39533 (228) 432-6254</p>	<p>Lessee</p> <p>N & J ENTERPRISES, INC. 409 Forrest Hill Drive Ocean Springs, MS 39564 (228) 669-2845</p>
<p>Indexing Instructions Part of Block 5 Summerville Addition, City of Biloxi, 2nd Judicial District, Harrison County, Mississippi.</p>	
<p>This document contains <u>31</u> pages with the cover page(s) included as an integral part of the document. If there is not enough space for all required information on this page, continue to the next page.</p>	

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STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

LEASE AND FUEL DOCK AGREEMENT
(Point Cadet Marina)

WHEREAS, on April 8, 1997, the Biloxi Port Commission and Danny L. Pitalo ("Pitalo") entered into an agreement for the operation of a fuel dock and live bait facility within the Point Cadet Marina (hereinafter "Concession Agreement"), which was recorded in Land Deed Book 333, at Page 263, of the Land Records maintained in the Second Judicial District Office of the Chancery Clerk of Harrison County, Mississippi; and,

WHEREAS, due to changes in applicable federal and state regulations the fuel dock facility can no longer be maintained within the Point Cadet Marina, but must be relocated to property north of said marina; and,

WHEREAS, in 2009, the City of Biloxi, as successor in interest to the Biloxi Port Commission, and Pitalo entered into both a First Addendum and a Corrected First Addendum to the Concession Agreement, and agreed therein to the relocation of the fuel dock facilities to a parcel of land north of the Point Cadet Marina for the duration of said Concession Agreement; and,

WHEREAS, in order to finance construction of new facilities in the new location it is necessary for Pitalo to extend the term of his Concession Agreement; and,

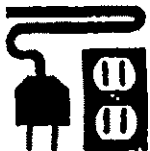
WHEREAS, in order to better reflect the evolved nature of the Concession Agreement, having relocated from within the marina to the land north of it and needing an extension of its term, it is necessary to enter into this lease; and,

WHEREAS, pursuant to the Point Cadet Compromise and Settlement Agreement, dated

**FIRST AMENDMENT TO THE
LEASE AND FUEL DOCK AGREEMENT
Exhibit "B"
(Expansion and Improvement of the City's Fuel Dock pier in 2017 and 2018)
(18 Pages)**

\$ 465.45 Moran's Electric
\$ 1,016.66 Rittiner
\$ 3,615.53 McKinney Petroleum
\$ (470.80) McKinney Petroleum
\$ 109.56 McKinney Petroleum
\$ 980.07 McKinney Petroleum
\$ 422.65 McKinney Petroleum
\$ 2,023.10 A&M Petroleum
\$ 171.20 Moran's Electric
\$ 8.53 SHF
\$ 17.06 SHF
\$ 674.10 Moran's Electric
\$ 19,356.00 JE Borries
\$ 28,389.11

" B "



**MORAN'S
ELECTRIC SERVICE LLC**
16097 Sweet Carolyn Road • Biloxi, MS 39532
Shop: (228) 324-6112

INVOICE

No 8078

Date 11-6-18

Cust. No. _____

TO: Point Cadet Inlet
119 Beach Blvd.
Biloxi, Ms. 39530

SHIP TO: _____

QUANTITY	DESCRIPTION	PRICE	PER	AMOUNT
1	<i>Work on repairs to shorted wires for gas pumps.</i>			
2				
3				
4				
5				
6				
7	<i>Materials + Labor</i>			<i>630.00</i>
8			<i>24</i>	<i>44.10</i>
9				<i>674.10</i>
10				
11				
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13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				

PAID
CK. NO. 7318 (F.O.)
DATE 11/12/18
\$ 674.10

Please pay from Invoice within 15 days. We appreciate your business!
All invoices not paid within 15 days will be charged 1%% per month service charge.

TOTAL → 674.10

Buyer: _____



**MORAN'S
ELECTRIC SERVICE LLC**
16097 Sweet Carolyn Road • Biloxi, MS 39532
Shop: (228) 324-6112

INVOICE

№ 7711

Date OCT. 2017
Cust. No. _____

TO: Pointe Cadet Fuel + Elec
119 Beach Blvd.
Biloxi, Ms. 39530

SHIP TO: _____


QUANTITY	DESCRIPTION	PRICE	PER	AMOUNT
1	<i>work on electrical repairs to conduit panels and relays damaged by Hurricane Nate</i>			
2				
3				
4				
5				
6				
7	<i>Materials + Labor</i>			<i>435.00</i>
8			<i>By</i>	<i>30.45</i>
9				<i>465.45</i>
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				

PAID
CK. NO. 6953 (FD.)
DATE 11/20/17
\$ 465.45

Please pay from invoice within 15 days. We appreciate your business!
All invoices not paid within 15 days will be charged 1 1/2% per month service charge.

Buyer: _____

TOTAL → 465.45

 <p>Rittiner Equipment Co., Inc 858 Leson Court Harvey, LA 70058 Phone: 504-367-5586 Fax: 504-367-5800</p> <p style="text-align: center;">AcctNo: 3628</p> <p>Billing Address: Point Cadet Fuel And Ice 119 Beach Blvd. Biloxi, MS 39530</p>	<p>Invoice No: 210877-1</p> <p>Date: 11/21/2017 Due Date: 11/21/2017 Terms: Due upon receipt of Invoice Reference: Order 222024</p> <p>Location Address: Point Cadet Fuel And Ice 119 Beach Blvd. Biloxi, MS 39530</p>																																										
NATE REBUILD																																											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">ItemNo</th> <th style="width: 45%;">Description</th> <th style="width: 10%;">Qty</th> <th style="width: 10%;">Unit</th> <th style="width: 15%;">Price</th> <th style="width: 10%;">Extended</th> </tr> </thead> <tbody> <tr> <td>CALL-DESC.</td> <td>INSTALL DIESEL PUMP--10/16/2017--SP/JS-- SET, ANCHORED, PIPED AND WIRED CUSTOMER SUPPLIED DISPENSER, PURGED . LEAK AND CHECKED PIPING</td> <td>0.00</td> <td></td> <td>0.00</td> <td>0.00</td> </tr> <tr> <td>CON1</td> <td>CONSTRUCTION LABOR - REG. HOUR</td> <td>5.25</td> <td>HOURS</td> <td>68.00</td> <td>357.00</td> </tr> <tr> <td>CGNA</td> <td>CONSTRUCTION LABOR - ADDITIONAL Regular Hours</td> <td>5.25</td> <td>HOURS</td> <td>68.00</td> <td>357.00</td> </tr> <tr> <td>TRIP</td> <td>FLAT RATE TRIP CHARGE</td> <td>2.00</td> <td>EA</td> <td>50.00</td> <td>100.00</td> </tr> <tr> <td>10RFT-8750</td> <td>VALVE SHEAR TOP 1-1/2" FEMALE</td> <td>1.00</td> <td>EA</td> <td>89.35</td> <td>89.35</td> </tr> <tr> <td>MISC</td> <td>-PIPE FITTINGS</td> <td>1.00</td> <td>EA</td> <td>88.80</td> <td>88.80</td> </tr> </tbody> </table>	ItemNo	Description	Qty	Unit	Price	Extended	CALL-DESC.	INSTALL DIESEL PUMP--10/16/2017--SP/JS-- SET, ANCHORED, PIPED AND WIRED CUSTOMER SUPPLIED DISPENSER, PURGED . LEAK AND CHECKED PIPING	0.00		0.00	0.00	CON1	CONSTRUCTION LABOR - REG. HOUR	5.25	HOURS	68.00	357.00	CGNA	CONSTRUCTION LABOR - ADDITIONAL Regular Hours	5.25	HOURS	68.00	357.00	TRIP	FLAT RATE TRIP CHARGE	2.00	EA	50.00	100.00	10RFT-8750	VALVE SHEAR TOP 1-1/2" FEMALE	1.00	EA	89.35	89.35	MISC	-PIPE FITTINGS	1.00	EA	88.80	88.80	
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MISC	-PIPE FITTINGS	1.00	EA	88.80	88.80																																						
* Invoice Re-written after Mark talked to them.																																											
<div style="border: 2px solid black; padding: 5px; display: inline-block;"> <p style="font-size: 2em; font-weight: bold; margin: 0;">PAID</p> <p style="margin: 0;">CK. NO. <u>6963 (ED.)</u></p> <p style="margin: 0;">DATE <u>11/28/17</u></p> <p style="margin: 0;">\$ <u>1,016.66</u></p> </div>																																											
<p>Remit To: Rittiner Equipment Co., Inc PO Box 385 Gretna, LA 70054-0385 Phone: 504-367-5588 Fax: 504-367-5800</p>	<p>Sub Total: 950.16 Sales Tax: 88.51</p> <p style="text-align: right; font-weight: bold; font-size: 1.2em;"> Total Amount Due: \$1,016.66 </p>																																										

13

11/03/2017 Fri 14:45
ORIGINAL

McKinney Petroleum 2516618821

ID: #41062 Page 3 of 3



McKINNEY PETROLEUM EQUIPMENT
 3926 Halls Mill Rd. P.O. Box 5099
 Mobile, AL 36693 Mobile, AL 36691
 E-mail: admin@mckinneypetroleum.com
 www.mckinneypetroleum.com

SALES (251) 661-8800
 SERVICE (251) 666-0300
 FAX (251) 661-8821
 1-800-476-PUMP (7867)

INVOICE NUMBER
63499

SOLD TO
 POINT CADET FUEL & ICE
 119 BEACH DR.
 BILOXI, MS 39530

DATE
10/31/17

TERMS:
NET 30 DAYS

TICKET NUMBER
S60848

PURCHASE ORDER NO.
LAURA PITALO

FLIGHT NO.
60079-1

SHIP TO
 POINT CADET FUEL & ICE
 119 BEACH DR.
 BILOXI, MS 39530

ORDERED BY

SALES CODE
54

TELEPHONE NO.
228-697-3479

SHIP	DESCRIPTION	PARTNUMBER	BACK ORDER	UNIT	AMOUNT
2	REBUILT NON COMPUTER WITH TOK RESET O/E	13005-5		394.00	788.00
2	REBUILT NON COMPUTER WITH V/R RESET O/E	13005-3		394.00	788.00
1	NEW V/R RESET FOR WAYNE	726980-081		395.00	395.00
7	ON SITE LABOR - REGULAR			88.00	616.00
1	ON SITE LABOR - OVERTIME			132.00	132.00
3	TRIP CHARGE - ZONE 4			220.00	660.00
	MFGR: WAYNE / GASBOY				
	7% MISSISSIPPI SALES TAX	14			236.53
STATEMENT WILL ONLY BE SENT UPON REQUEST				PLEASE PAY THIS AMOUNT	3615.53

INVOICE

THE SALE OF THE ABOVE GOODS TO BUYER OR PURCHASER IS SUBJECT TO THE TERMS, CONDITIONS, NOTIFICATIONS AND HOLD HARMLESS AGREEMENTS, EXCLUSIONS AND LIMITATIONS OF WARRANTIES, PURCHASE MONEY SECURITY AGREEMENT, AND OTHER PROVISIONS PRINTED ON BOTH SIDES OF THIS INSTRUMENT, AND IT IS UNDERSTOOD AND AGREED THAT THE PROCESS STATED FOR SUCH GOODS IS (ARE) A CONSIDERATION FOR ALL OF SAID TERMS, CONDITIONS, NOTIFICATIONS AND HOLD HARMLESS AGREEMENTS, EXCLUSIONS AND LIMITATIONS OF WARRANTIES, AND OTHER PROVISIONS. RECEIPT OF YOUR PURCHASE ORDER AND/OR THE ISSUANCE OF AN INVOICE OR "C", "O", OR "S" TICKET (WHICH IS A HARD COPY OF THE TRANSACTION AS WELL AS A SWEEPSTICKS TICKET), IS THE SAME AS A SIGNED COPY OF A SO.

FUEL INVENTORY SYSTEMS • FILTERS • KEY AND CARD SYSTEMS • HOSE • HOSE REELS • LIFTS • LIGHTS • LUBE EQUIPMENT • METERS • NOZZLES • PUMPS • TANKS

6

15



McKINNEY PETROLEUM EQUIPMENT
 3928 Haas Mill Rd. P.O. Box 5069
 Mobile, AL 36693 Mobile, AL 36691
 E-mail: admin@mcKinneyPetroleum.com
 www.mckinneyPetroleum.com

EQ
 SALES (251) 661-8800
 SERVICE (251) 666-0300
 FAX (251) 661-8821
 1-800-476-PUMP (7867)

INVOICE NUMBER
63499

ORDER NUMBER
S60848

CLASSIFICATION
60079-1

SUBJECT
54

SOLD TO
 POINT CADET FUEL & ICE
 119 BEACH DR.
 BILOXI, MS 39530

SHIP TO
 POINT CADET FUEL & ICE
 119 BEACH DR.
 BILOXI, MS 39530

DATE
10/31/17

TERMS:
 NET 30 DAYS

PURCHASE ORDER NO.
LAURA PITALO

CREATED BY

TELEPHONE NO.
228-697-3479

SHIP	DESCRIPTION	PART NUMBER	BACK ORDER	UNIT	AMOUNT
	SITE PHONE: 228-697-3479 10/13/17 INSPECTED PUMPS UPON ARRIVAL. REPAIRED WIRE CONNECTIONS IN RESETS. DETERMINED V/R RESET WILL NEED TO BE REPLACED. WILL RETURN TO REPLACE RESET. ALSO, RETURN WITH QUOTE FOR NON COMPUTER PER CUSTOMERS REQUEST. 10/16/17 REPLACED 2 RESETS & 1 NON COMPUTER IN WAYNE DISPENSER. REPLACED 2 NON COMPUTERS IN GASBOY DISPENSER. NEED TO RETURN WITH V/R RESET NON COMPUTER FOR WAYNE DISPENSER. 10/19/17 REPLACED NON COMPUTER ON WAYNE DISPENSER. LUBED GEARS ON GASBOY DISPENSER. TESTED & VERIFIED OPERATION.				
	STATEMENT WILL ONLY BE SENT UPON REQUEST			PLEASE PAY THIS AMOUNT	

THE SALE OF THE ABOVE GOODS TO BUYER OR PURCHASER IS SUBJECT TO THE TERMS, CONDITIONS, NOTIFICATIONS AND HOLD HARMLESS AGREEMENTS, EXCLUDING AND LIMITATIONS OF WARRANTIES, PURCHASE MONEY SECURITY AGREEMENT, AND OTHER PROVISIONS PRINTED ON BOTH SIDES OF THIS INSTRUMENT, AND IT IS UNDERSTOOD AND AGREED THAT THE PROCEEDS STATED FOR SUCH GOODS IS USED IN CONSIDERATION FOR ALL OF SAID TERMS, CONDITIONS, NOTIFICATIONS AND HOLD HARMLESS AGREEMENTS, EXCLUSIONS AND LIMITATIONS OF WARRANTIES, AND OTHER PROVISIONS. RECEIPT OF YOUR PURCHASE ORDER AND OR THE ISSUANCE OF AN INVOICE OR "C.O.D." IS NOT CONSIDERED AS A RECEIPT OF THE TRANSACTION AS WELL AS A SHIPPING TICKET, IS THE SAME AS A SIGNED COPY OF A PO.

FUEL INVENTORY SYSTEMS • FILTERS • KEY AND CARD SYSTEMS • HOSE • HOSE REELS • LIFTS • LIGHTS • LUBE EQUIPMENT • METERS • NOZZLES • PUMPS • TANKS

ORIGINAL



McKINNEY PETROLEUM EQUIPMENT
 3928 Halls Mill Rd. P.O. Box 9099
 Mobile, AL 36693 Mobile, AL 36691
 E-mail: admin@mckinneypetroleum.com
 www.mckinneypetroleum.com

EQ
 SALES (251) 661-8800
 SERVICE (251) 666-0300
 FAX (251) 661-8821
 1-800-476-PUMP (7867)

INVOICE NUMBER	63946
INVOICE NUMBER	S60848
SHIP TO	60079-1
SHIP TO	54

SOLD TO
 POINT CADET FUEL & ICE
 119 BEACH DR.
 BILOXI, MS 39530

SHIP TO
 POINT CADET FUEL & ICE
 119 BEACH DR
 BILOXI, MS
 39530 g

DATE	11/28/17
TERMS:	NET 30 DAYS
PURCHASE BY/ORDER	LAURA PITALO
CASER BY	
TELEPHONE NO.	228-697-3479

QUANTITY	DESCRIPTION	PART NUMBER	BACK ORDER	UNIT	AMOUNT
1-	ON SITE LABOR - REGULAR			88.00	88.00-
1-	ON SITE LABOR - OVERTIME			132.00	132.00-
1-	TRIP CHARGE - ZONE 4			220.00	220.00-
	CHARGED ON INVOICE # 63499				
	7% MISSISSIPPI SALES TAX	14			30.80-
	* * * CREDIT MEMO . . . DO NOT PAY * * *				
	INVOICE				
	STATEMENT WILL ONLY BE SENT UPON REQUEST				
				PLEASE PAY THIS AMOUNT	470.80-

THE SALE OF THE ABOVE GOODS TO BUYER OR PURCHASER IS SUBJECT TO THE TERMS, CONDITIONS, NOTIFICATIONS AND HOLD HARMLESS AGREEMENTS, EXCLUSIONS AND LIMITATIONS OF WARRANTIES, PURCHASE SECURITY AGREEMENT AND OTHER PROVISIONS PRINTED ON BOTH SIDES OF THIS INSTRUMENT AND IT IS UNDERSTOOD AND AGREED THAT THE PRICE IS STATED FOR SUCH GOODS IS (A) A CASH PRICE FOR ALL OF SAID TERMS, CONDITIONS, WARRANTIES AND HOLD HARMLESS AGREEMENTS, EXCLUSIONS AND LIMITATIONS OF WARRANTIES, AND OTHER PROVISIONS, RECEIPT OF YOUR PURCHASE OR STAMP OR THE ISSUANCE OF AN INVOICE OR "C", "T", OR "S" TICKET FROM A THIRD PARTY COPY OF THE TRANSACTION AS WELL AS A SHIPPING TICKET, IS THE SAME AS A SIGNED COPY OF A "S".

FUEL INVENTORY SYSTEMS • FILTERS • KEY AND CARD SYSTEMS • HOSE • HOSE REELS • LIFTS • LIGHTS • LUBE EQUIPMENT • METERS • NOZZLES • PUMPS • TANKS



McKINNEY PETROLEUM EQUIPMENT
 3928 Halls Rd. P.O. Box 9099
 Mobile, AL 36693
 e-mail: admin@mcKinneypetroleum.com
 www.mckinneypetroleum.com

EQ
 SALES (251) 661-8800
 SERVICE (251) 666-0300
 FAX (251) 661-8821
 1-800-476-PUMP (7867)

63945

SOLD TO
 POINT CADET FUEL & ICE
 119 BEACH DR.
 BILOXI, MS 39530

DATE
 11/28/17

TERMS:
 NET 30 DAYS

S61112

60079-1

SHIP TO
 POINT CADET FUEL & ICE
 119 BEACH DR
 BILOXI, MS
 39530 g

PREPARED BY
 LAURA PITALO

ORDERED BY

TELEPHONE NO.
 228-697-3479

SHIP	DESCRIPTION	PART NUMBER	BACK ORDER	UNIT	AMOUNT
	SITE PHONE: 228-697-3479				
1	11/16/17 ADJUSTED PIN RESET IN NORTH DSL TOKHEIM PUMP, TESTED AND VERIFIED OPERATION. FOUND NO ISSUES WITH RECENTLY INSTALLED NON-COMPUTER.				
1	ON SITE LABOR - REGULAR			88.00	88.00
	TRIP CHARGE - ZONE 4			220.00	220.00
	MFGR: TOKHEIM				
	7% MISSISSIPPI SALES TAX	14			21.56
	<p><i>This should have been fixed on 10/19/17. If Jon had checked the pump after he put in the non-computer part he would have caught this.</i></p>				
	STATEMENT WILL ONLY BE SENT UPON REQUEST				
				PLEASE PAY THIS AMOUNT	329.56

THE SALE OF THE ABOVE GOODS TO BUYER OR PURCHASER IS SUBJECT TO THE TERMS, CONDITIONS, NOTIFICATIONS AND HOLD HARMLESS AGREEMENTS, EXCLUSIONS AND LIMITATIONS OF WARRANTIES, PURCHASE INVOICES, WARRANTY AGREEMENT, AND OTHER PAPERS PRINTED ON SOME OF THE EQUIPMENT AND IT IS UNDERSTOOD AND AGREED THAT THE PRICE(S) STATED FOR SUCH GOODS IS (ARE) A CONSIDERATION FOR ALL OF SAID TERMS, CONDITIONS, NOTIFICATIONS, HOLD HARMLESS AGREEMENTS, EXCLUSIONS AND LIMITATIONS OF WARRANTIES, AND OTHER PROVISIONS. RECEIPT OF YOUR PURCHASE CREDIT AND/OR THE ISSUANCE OF AN INVOICE OR C.O.D. IS THE BUYER'S ACCEPTANCE OF THE TRANSACTION AS WELL AS A RECEIPT OF THE GOODS AS SHOWN ON THE INVOICE.

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We should not have to pay for a 3rd trip to us because of something that was neglected to be done the 2nd trip \$ 109.56

12/01/2017 Fri 10:36
 ORIGINAL

McKinney Petroleum 2516618821

ID: #41467 Page 2 of 2



MCKINNEY PETROLEUM EQUIPMENT
 3923 Halls Mill Rd. P.O. Box 6049
 Mobile, AL 36683 Mobile, AL 36691
 E-mail: admin@mckinneypetroleum.com
 www.mckinneypetroleum.com

SALES (251) 661-8800
 SERVICE (251) 666-0300
 FAX (251) 661-8821
 1-800-476-PUMP (7867)

64049

SOLD TO

POINT CADET FUEL & ICE
 119 BEACH DR.
 BILOXI, MS 39530

C91953

60079-1

SHIPP TO

* SAME *

41

g

11/30/17

TERMS:
 NET 30 DAYS

DANNY PITALO

DANNY PITALO

228-697-3479

SHIP	DESCRIPTION	PART NUMBER	BACK ORDER	UNIT	AMOUNT
2	GASBOY BEZEL REPLACEMENT ATL BEZEL KIT 9153KXTW1			450.00	900.00
1	SERIAL DRAT002393 SHIPPING CHARGES			15.95	15.95
	7% MISSISSIPPI SALES TAX	14			64.12
				PLEASE PAY THIS AMOUNT	980.07

INVOICE

STATEMENT WILL BE SENT UPON REQUEST
 THE BUYER OF THE ABOVE EQUIPMENT IS SUBJECT TO THE TERMS, CONDITIONS, AGREEMENTS AND HOLD HARMLESS AGREEMENTS, EXCLUSIONS AND LIMITATIONS OF WARRANTIES, PURCHASE ORDER
 RECEIPT, AND OTHER POLICIES PRINTED ON THE EDGE OF THIS INSTRUMENT, AND IT IS UNDERSTOOD AND AGREED THAT THE ABOVE STATED FOR EACH GOOD IS BASED A COOPERATION FOR ALL OF SAID TERMS
 AND CONDITIONS. BUYER'S ACCEPTANCE OF THIS INSTRUMENT, INCLUDING AND LIMITATIONS OF WARRANTIES AND OTHER PROVISIONS, RECEIPT OF YOUR PURCHASE ORDER AND OR THE SIGNING OF AN INVOICE OR "O"
 "O" TO BE MAILED TO THE BUYER'S ADDRESS, IS THE SAME AS A SIGNED COPY OF A S/D.

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19



(251) 661-8800
 : (251) 666-0300
) 661-8821

McKINNEY PETROLEUM EQUIPMENT
 3926 Halls Mill Road P.O. Box 9099
 Mobile, Alabama 36693 Mobile, Alabama 36691
 email: admin@mckinneypetroleum.com
 www.mckinneypetroleum.com



Pulled By _____
 Checked By _____

INVOICE # _____	DATE _____
P.O. NO. _____	ORDER PLACED BY _____
TOKT# _____	SHIPPED FROM _____
DATE RECEIVED _____	

SHIP TO: _____

PICK#	SUSMN	TERMS	SHIP DATE	TELEPHONE#	VIA	NOTES	UNIT	EXT PRICE	LINE

TO BUYER OR PURCHASER IS SUBJECT TO THE TERMS, CONDITIONS, INDEMNIFICATIONS AND HOLD HARMLESS AGREEMENTS, EXCLUSIONS AND PURCHASE SECURITY AGREEMENT, AND OTHER PROVISIONS PRINTED ON BOTH SIDES OF THIS INSTRUMENT, AND IT IS UNDERSTOOD AND AGREED THAT SUCH GOODS ARE A CONSIDERATION FOR ALL OF SAID TERMS, CONDITIONS, INDEMNIFICATIONS AND HOLD HARMLESS AGREEMENTS, EXCLUSIONS AND OTHER PROVISIONS. RECEIPT OF YOUR PURCHASE ORDER AND/OR THE ISSUANCE OF AN INVOICE OR "C", "D", "T", OR "S" TICKET (WHICH IS A HARD COPY AS A SHIPPING TICKET), IS THE SAME AS OUR RECEIPT OF A SIGNED COPY OF OUR BID.

DIRECT SHIP: _____

CHARGE IN FRT: _____

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS TICKET
 ALL RETURNS ARE SUBJECT TO A 20% RESTOCKING CHARGE.

01/09/2018 Tue 11:36
 ORIGINAL

McKinney Petroleum 2516618821

ID: #42051 Page 2 of 2



McKINNEY PETROLEUM EQUIPMENT
 3928 H&P'S MO Rd. P.O. Box 6069
 Mobile, AL 36653 Mobile, AL 36651
 E-mail: admin@mcKinneyPetroleum.com
 www.mckinneyPetroleum.com

EQ
 SALES (251) 661-8800
 SERVICE (251) 666-0300
 FAX (251) 661-8821
 1-800-476-PUMP (7867)

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POINT CADET FUEL & ICE
 119 BEACH DR.
 BILOXI, MS 39530

1/09/18

TERMS:
 NET 30 DAYS

S60848

LAURA PITALO

60079-1

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* SAME *

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228-697-3479

QTY	DESCRIPTION	PART NUMBER	BACKORDER	UNIT	AMOUNT
1	NEW V/R RESET FOR WAYNE	726980-081		395.00	395.00
	THIS PART WAS LEFT OFF OF INVOICE #63499 DATED 10/31/17.				
	7% MISSISSIPPI SALES TAX	14			27.65
<p>PAID CK. NO. <u>1989 (E.O.)</u> DATE <u>12/30/17</u> \$ <u>422.65</u></p>					
STATEMENT WILL ONLY BE SENT UPON REQUEST					
					PLEASE PAY THIS AMOUNT 422.65

THE SALE OF THE ABOVE GOODS TO BUYER OR PURCHASER IS SUBJECT TO THE TERMS, CONDITIONS, NOTICES, CANCELS AND HOLD HARMLESS AGREEMENTS, EXCLUSIONS AND LIMITATIONS OF WARRANTIES, PURCHASE MONEY SECURITY AGREEMENT, AND OTHER PROVISIONS PRINTED ON THE ENDS OF THE INSTRUMENT AND IT IS UNDERSTOOD AND AGREED THAT THE PRICE(S) STATED FOR SUCH GOODS IS/ARE A CONSIDERATION FOR ALL OF SAID TERMS, CONDITIONS, NOTICES, CANCELS AND HOLD HARMLESS AGREEMENTS, EXCLUSIONS AND LIMITATIONS OF WARRANTIES AND OTHER PROVISIONS. RECEIPT OF YOUR PURCHASE ORDER AND OR THE ISSUANCE OF AN INVOICE OR "O.C." IS NOT A REPRESENTATION OR WARRANTY OF THE TRANSPORT AND AS A RECEIPT, IS THE SAME AS SERVED COPY OF A.S.O.

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Invoice

A&M PETROLEUM SERVICES

P.O. BOX 7580
D'IBERVILLE, MS 39540

Date	Invoice #
7/10/2018	1108

Bill To
POINT CADET FUEL AND ICE 119 BEACH BLVD. BILOXI, MS 39530

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Date of Service: July 9, 2018		
	Diesel STP down: Trace issue to faulty STP. Pull STP and replace motor, wiring harness, and capacitor. All test ok at this time.		
1	R/J Motor 2HP S/N 625873	976.00	976.00T
1	R/J 2HP Capacitor	151.00	151.00T
0.5	On Site Labor Troubleshooting	70.00	35.00T
0.5	Assistant Service Troubleshooting	45.00	22.50T
	On Site 12:00pm - 2:45pm		
2.75	On Site Labor	70.00	192.50T
2.75	Assistant Service	45.00	123.75T
120	Mileage	0.95	114.00T
2.4	Travel	70.00	168.00T
2.4	Assistant Travel	45.00	108.00T
	Sales Tax	7.00%	132.35
		Total	\$2,023.10

PAID
7204 (F.D.)
7/11/18
\$ 2,023.10



**MORAN'S
ELECTRIC SERVICE LLC**
16097 Sweet Carolyn Road • Biloxi, MS 39532
Shop: (228) 324-6112

INVOICE

No. 7971

Date Aug 2018
Cust. No. _____

TO: Paint Credit Fuel + Elec
119 Beach Blvd.
Biloxi, Ms. 39530

SHIP TO: _____

QUANTITY	DESCRIPTION	PRICE	PER	AMOUNT
1	<i>Work on trouble shooting relays for Diesel Pumps.</i>			
2				
3				
4				
5	<i>Relays OK - pumped</i>			
6				
7				
8				
9	<i>2 Hr. Service call</i>			<i>160.00</i>
10			<i>IX</i>	<i>71.20</i>
11				<i>171.20</i>
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				

PAID
CASH 727 (FD.)
DATE 8/11/18
\$ 171.20

Please pay from invoice within 15 days. We appreciate your business!
All invoices not paid within 15 days will be charged 1 1/2% per month service charge.

TOTAL → *171.20*

Buyer: _____



Specialty Hose & Fabrication Inc.

13309 Three Rivers Road
Gulfport, MS 39503

Phone #

Fax #

228-831-1919

228-831-1920

www.specialtyhose.net

Sales Receipt

Sold To
POINT CADET FUEL & ICE 228-432-0454

Date	Sale No.
9/6/2018	S-1731

Payment Method	Check No.	Rep	Purchase Order #
Check	5730	31	

Qty	Item	Description	Ea	Amount				
1	A-2046-16-16S	1" FNPT SWIVEL x 1" FNPT HYDRAULIC ADAPTER	7.97	7.97				
<i>Gordon Repair</i>								
<table border="1"> <tr><td>PAID</td></tr> <tr><td>5730 (T.S.)</td></tr> <tr><td>9/6/18</td></tr> <tr><td>\$ 8.53</td></tr> </table>					PAID	5730 (T.S.)	9/6/18	\$ 8.53
PAID								
5730 (T.S.)								
9/6/18								
\$ 8.53								

Please Note:

Subtotal \$7.97

Received by : _____

Sales Tax (7.0%) \$0.56

Printed Name : _____

Total **\$8.53**

Date : _____

25



Specialty Hose & Fabrication Inc.

13309 Three Rivers Road
Gulfport, MS 39503

Phone # 228-831-1919 Fax # 228-831-1920

www.specialtyhose.net

T.S. Uukaur

Sales Receipt

Sold To
POINTE CADET FUEL 228-432-7387

Date	Sale No.
9/18/2018	S-1810

Payment Method	Check No.	Rep	Purchase Order #
Check	7258	31	

Qty	Item	Description	Ea	Amount
2	A-2045-16-16S	1" FNPT SWIVEL x 1" MNPT HYDRAULIC ADAPTER	7.97	15.94
<p>Repair hoses from having to remove dispensers for storm</p> <p>pd. 9/18/18 ck# 7258 (FD.) \$ 17.06</p>				

Please Note:	Subtotal	\$15.94
--------------	----------	---------

Received by : _____	Sales Tax (7.0%)	\$1.12
---------------------	------------------	--------

Printed Name : _____	Total	\$17.06
----------------------	--------------	----------------

Date : _____

J. E. BORRIES, INC.
 16701 HWY 57
 VANCLEAVE, MS 39565

INVOICE

Invoice Number: 4673
 Invoice Date: 10/25/17
 Page: 1

Voice: (228) 826-4947
 Fax: (228) 826-2251

Bill To:
POINT CADET FUEL AND ICE 119 BEACH BLVD. BILOXI, MS 39530

Customer ID: POINT CADET

Customer PO	Payment Terms	Sales Rep ID	Due Date
	Net 30 Days		11/24/17

Description	Amount
3 PILE DOLPHIN	8,239.00
DOCK EXTENSION, TRIANGULAR PIER, REMOVAL OF PILES & PIER, DRIVE TIE OFF PILES	11,117.00
<i>Actual work done in October</i>	
<i>Pd. 11/16/17 PAID (FD.)</i>	
<i>ORIG. NO. 19,356.00</i>	
<i>DATE 11/16/17 maintenance & Improvements</i>	

Subtotal	19,356.00
Sales Tax	
Total Invoice Amount	19,356.00
Payment/Credit Applied	
TOTAL	19,356.00

Check/Credit Memo No:

27