

City of Hattiesburg, MS

*200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401*



Meeting Agenda - Final

Tuesday, November 19, 2013

4:30 PM

Council Chambers

City Council

I. Call to Order**II. Call to Prayer and Pledge of Allegiance****III. Agenda Order****V. PRESENTATION AGENDA****VI. POLICY AGENDA**

- VI.-1** [2013-104](#) Adopt Resolution determining the necessity for and invoking the authority granted to municipalities and counties by the Legislature with respect to Tax Increment Financing as set forth in Chapter 45 of Title 21, Mississippi Code of 1972, as amended, determining that the "Midtown Market Project, Hattiesburg, Mississippi, 2013" is a project eligible for Tax Increment Financing under the laws of the State, that a public hearing be conducted in connection with the Tax Increment Financing Plan for said project, and for related purposes.

Attachments: [Resolution Adopting Midtown Market TIF Plan](#)
[Midtown Market TIF Plan Document](#)
[executed Resolution Adopting Midtown Market TIF Plan RES2013-128](#)

- VI.-2** [2013-0755](#) Approve or Deny the adoption of an Ordinance, as petitioned by Corey Smith on behalf of Bennett York, to change the zoning district boundaries for "split zoned" parcels of land located at the southwest corner of South 20th Avenue and Hardy Street, specifically Parcel No. 028P-08-059.00, 028P-08-060.00, 028P-08-065.00, and 028P-08-064.00 with PPINs (respectively) 16436, 16437, 16438, and 16441 that include the R-1B Single Family Residential District, B-1 Professional Business District, and B-3 Community Business District designations. The Planning Commission voted 6-0 to recommend approval of this request at its November 6, 2013 meeting.

Attachments: [Staff Summary Hardy & 20th Final](#)
[Hardy St and 20th St Image Pgs \(Corey Smith\)](#)
[Ordinance Rezone Hardy Street and S. 20th Avenue](#)
[November minutes to council](#)
[executed Ordinance Rezone Hardy Street and S. 20th Avenue ORD#3121](#)

- VI.-3** [2013-0757](#) Approve or Deny the petition by Corey Smith on behalf of Bennett York, for a Use Permit on Review as permitted in Section 89.04 of the Land Development Code to allow off-site parking for parcels of land located at the southwest corner of South 20th Avenue and Hardy Street, specifically Parcel No. 028P-08-059.00, 028P-08-060.00, 028P-08-065.00, and 028P-08-064.00 with PPINs (respectively) 16436, 16437, 16438, and 16441 that include the R-1B Single Family Residential District, B-1 Professional Business District, and B-3 Community Business District designations. The Planning Commission voted 6-0 to recommend approval of this request at its November 6, 2013 meeting.

Attachments: [Staff Summary Hardy & 20th Final](#)
 [Hardy St and 20th St Image Pgs \(Corey Smith\)](#)
 [November minutes to council](#)

- VI.-4** [2013-0756](#) Approve or Deny the petition by Corey Smith on behalf of Bennett York, for a front yard setback variance, a buffer yard variance, front yard setback variance for a monument sign, and a green space adjacent to right-of-way variance for parcels of land located at the southwest corner of South 20th Avenue and Hardy Street, specifically Parcel No. 028P-08-059.00, 028P-08-060.00, 028P-08-065.00, and 028P-08-064.00 with PPINs (respectively) 16436, 16437, 16438, and 16441 that include the R-1B Single Family Residential District, B-1 Professional Business District, and B-3 Community Business District designations. The Planning Commission voted 6-0 to recommend approval of this request at its November 6, 2013 meeting.

Attachments: [Staff Summary Hardy & 20th Final](#)
 [Hardy St and 20th St Image Pgs \(Corey Smith\)](#)
 [November minutes to council](#)

- VI.-5** [2013-0752](#) Approve or Deny a Use Permit on Review for a Single Family Residence at 221 Mobile Street (Parcel ID 029J-10-359.000 and PPIN 15650, Ward 4) as permitted Section 62.03 of the Land Development Code, Regional Business District. The Planning Commission voted 6-0 to recommend approval of this request.

Attachments: [Staff Summary 221 Mobile St. Final](#)
 [221 Mobile St Image Pgs \(Donna Watts\)](#)
 [November minutes to council](#)

- VI.-6** [2013-0753](#) Approve or Deny a petition by Donna Watts for a Front Yard Setback variance of thirty (30) feet as required in Section 62.04 of the Land Development Code, Regional Business District for 221 Mobile Street (Parcel ID 029J-10-359.000 and PPIN 15650). The Planning Commission voted 6-0 to recommend approval at its November 6, 2013 meeting.

Attachments: [Staff Summary 221 Mobile St. Final](#)
[221 Mobile St Image Pgs \(Donna Watts\)](#)
[November minutes to council](#)

- VI.-7** [2013-0754](#) Approve or Deny a petition filed by Larry Albert for a Rear Yard Variance of eighteen (18) feet from requirements of Section 52.04 of the Land Development Code, Single Family Residential District for property on 212 S. 22nd Avenue (Parcel ID 028O-08-051.00 and PPIN 16624, Ward 4)

Attachments: [Staff Summary 212 S 22nd St.](#)
[212 22nd St Image Pgs \(Larry Albert\)](#)
[November minutes to council](#)

- VI.-8** [2013-0751](#) Adopt or deny an amendment to Comprehensive Plan 2008 - 2028, City of Hattiesburg, to include the Twin Forks Rising Master Plan Phase 2. Hattiesburg Planning Commission voted 6-0 to recommend approval of this plan on November 6, 2013.

Attachments: [November minutes to council](#)
[TwinForksMasterPlanFINAL\[1\]](#)

- VI.-9** [2013-0738](#) Approve change order and Supplemental Agreement No. 1 with Warren Paving, Inc. for the 4th Street Expansion Project Phase I (HPP-8750-00(003) LPA 104873-801000) to correct typographical errors to individual pay items, add the installation of insertion valves to the existing water system, and other necessary modifications to the water and sewer systems to accommodate the project, for a net increase of \$7,388.94 to the contract; authorize Mayor to execute agreement.

Attachments: [Supplemental Agreement No. 1 - Warren Paving](#)
[executed Supplemental Agreement No. 1 - Warren Paving](#)

- VI.-10** [2013-0736](#) Approve Change Order No. 1 for the Quinn Street Pedestrian Bridge project increasing the cost \$6,100.00; Authorize Mayor to execute same.

Attachments: [Change Order No. 1](#)
[executed Change Order No. 1](#)

- VI.-11** [2013-0742](#) Approve Change Order No. 1 with Alaqua, Inc. for the USA Yeast Pretreatment Improvements Project (CDBG #R-103-205-03-KED) to modify the support structure from a welded and painted structure, to a hot-dipped galvanized and bolted structure with no net change to the contract amount, and modify the payment schedule to reflect the ahead-of-schedule fabrication process; authorize Mayor to execute change order.

Attachments: [USAY Change Order #1](#)
 [executed USAY Change Order #1](#)

- VI.-12** [2013-0744](#) Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 13 for the USA Yeast Wastewater Treatment Project, CDBG #R-103-205-03-KED in the amount of \$688,035.33; Authorize issuance of manual checks in payment of invoices within 3 business days of receipt of funds.

Attachments: [Request for Cash No 13](#)
 [executed Request for Cash No 13](#)

- VI.-13** [2013-0739](#) Authorize Mayor to execute agreement between the Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department (hereinafter referred to as A Customer) to administer the NFPA 1001 Field Program for the Hattiesburg Fire Department. Academy Staff is to provide NFPA 1001 Field Program powerpoints, activities, and provide testing of 5 modules. Curriculum will be delivered upon signed contract of both parties and the six documents required per student as required in the 2013 catalog. Certificates will be issued for those that complete the course successfully. The Contract amount is \$5,700.00

Attachments: [State Fire Academy 2013](#)
 [executed State Fire Academy 2013](#)

- VI.-14** [2013-0734](#) Authorize the Mayor to renew and approve the commitment to the Title VI program, as a reflection in the City of Hattiesburg's work program, publications, communications, and public involvement efforts, establishing a framework for efforts to be taken to ensure compliance with Title VI and related statutes regarding nondiscrimination and environmental justice.

Attachments: [Title VI Program 2013](#)
 [executed Title VI Program 2013](#)

VII. ROUTINE AGENDA

- VII.-1** [2013-0747](#) Authorize Purchase of 100,000 Additional Minutes with Cassidian (Reverse 911)

Attachments: [Forrest County Emergency Management 100,000 Minutes1.pdf](#)

- VII.-2** [2013-0730](#) Authorize Mayor to excute Maintance Contract between The City of Hattiesburg and MCCi for Legistar Software for 1 year ending October 2014.

Attachments: [HATTIESBURG MISSISSIPPI - 8 30 2013 \(2\).pdf](#)

- VII.-3** [2013-0735](#) Authorize the Mayor to execute a rental agreement between the City of Hattiesburg and Canon Solutions America, Inc. for a lease on a copier for the Purchasing Department at \$115.00 per month for sixty (60) months.

Attachments: [11-19-Purchasing Copier Agreement-Canon](#)
[executed 11-19-Purchasing Copier Agreement-Canon](#)

- VII.-4** [2013-0743](#) Acknowledge monthly budget report for the month ending October 31, 2013, on permanent file in the City Clerk's Office.

Attachments: [Copy of All Expenditures OCTOBER 2013](#)
[Copy of All Revenues OCTOBER 2013](#)

- VII.-5** [2013-0729](#) Acknowledge award of Solid Waste Assistance grant in the amount of \$75,000. To fund city's Amnesty Day, Right-Way to-Throw Away Day.

Attachments: [MDEQ 2013 Amnesty Day contract](#)
[executed MDEQ 2013 Amnesty Day contract](#)

- VII.-6** [2013-0745](#) Acknowledge receipt of a Permanent Utility Easement and a Temporary Construction Easement from Mr. Dennis L. Pierce for a portion of Tax Parcel No. 051L-11-039.000 & 051L-11-040.000 in Lamar County as needed for the maintenance, repair, and construction of the City sewer system; Authorize City Clerk to record with Lamar County.

Attachments: [Dennis Pierce Easement](#)
[executed Dennis Pierce Easement](#)

- VII.-7** [2013-0737](#) Rescind acceptance of bid from Precision Construction for the Safe Routes to School Woodley Elementary Sidewalk Project (SRSP-0210-00(024) LPA/106139-401000) that was accepted subject to MDOT concurrence on October 8, 2013 at Minute Book Number 2013-0305; Reject all bids received September 26, 2013 for aforementioned project because the advertisement for bids was not published in a statewide newspaper as required by MDOT; Rejection subject to MDOT concurrence.

Attachments: [MDOT Rejection Request Ltr 11-20-13](#)
 [executed MDOT Rejection Request Ltr 11-20-13](#)

- VII.-8** [2013-0732](#) Approve and authorize publication of a Request for Proposals for service related to the development of a Master Plan for Pathways as a component of the Long - Range Transportation Plan (MPO)

Attachments: [Bike-Ped Master Plan RFP](#)
 [executed Bike-Ped Master Plan RFP](#)

- VII.-9** [2013-0746](#) Acknowledge receipt of Privilege License report for the month of October, 2013 from the Tax Department, as per recommendation.

Attachments: [New Licenses for October](#)
 [Renewed License for October 2013](#)
 [Memo for October breakdown](#)

- VII.-10** [2013-0750](#) Approve sale of grave spaces per attached memo.

Attachments: [Grave Sales October 2013](#)
 [Grave Sales October 2013 MEMO](#)
 [Grave Sales October 2013 Receipts](#)
 [executed Grave Sales October 2013](#)

- VII.-11** [2013-0748](#) Approve and authorize issuance of manual checks for CDBG Program Claims per attached memorandum. {Entitlement}

Attachments: [MEMORANDUM-Manual Checks-CDBG](#)
 [CDBG Supporting Docs](#)

- VII.-12** [2013-0749](#) Approve and authorize issuance of manual checks for HOME Program Claims per attached memorandum. {Entitlement}

Attachments: [HOME Supporting Docs](#)
 [MEMORANDUM-Manual Checks-HOME](#)

- VII.-13** [2013-0740](#) Approve claims docket for the period ending November 15, 2013.

Attachments: [claims docket 11-19](#)
 [Docket Addendum November 19 2013](#)



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2013-104

File ID: 2013-104

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 11/13/2013

Brief Title: Resolution for Midtown Market Tax Increment
Financing Project

Final Action: 11/19/2013

Minute Book Number: MB2013-342

Title:

Adopt Resolution determining the neccessity for and invoking the authority granted to municipalities and counties by the Legislature with respect to Tax Increment Financing as set forth in Chapter 45 of Title 21, Mississippi Code of 1972, as amended, determining that the "Midtown Market Project, Hattiesburg, Mississippi, 2013" is a project eligible for Tax Increment Financing under the laws of the State, that a public hearing be conducted in connection with the Tax Increment Financing Plan for said project, and for related purposes.

Notes:

Sponsors:

Enactment Date:

Attachments: Resolution Adopting Midtown Market TIF Plan,
Midtown Market TIF Plan Document, executed
Resolution Adopting Midtown Market TIF Plan
RES2013-128

Enactment Number:

Contact:

Meeting Date: 11/19/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/19/2013	Adopt				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Adopt Resolution determining the necessity for and invoking the authority granted to municipalities and counties by the Legislature with respect to Tax Increment Financing as set forth in Chapter 45 of Title 21, Mississippi Code of 1972, as amended, determining that the "Midtown Market Project, Hattiesburg, Mississippi, 2013" is a project eligible for Tax Increment Financing under the laws of the State, that a public hearing be conducted in connection with the Tax Increment Financing Plan for said project, and for related purposes.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2013-104

Title

Adopt Resolution determining the neccessity for and invoking the authority granted to municipalities and counties by the Legislature with respect to Tax Increment Financing as set forth in Chapter 45 of Title 21, Mississippi Code of 1972, as amended, determining that the "Midtown Market Project, Hattiesburg, Mississippi, 2013" is a project eligible for Tax Increment Financing under the laws of the State, that a public hearing be conducted in connection with the Tax Increment Financing Plan for said project, and for related purposes.

Summary

Resolution determining the neccessity for and invoking the authority granted to municipalities and counties by the Legislature with respect to Tax Increment Financing determining that the "Midtown Market Project, Hattiesburg, Mississippi, 2013" is a project eligible for Tax Increment Financing under the laws of the State, that a public hearing be conducted in connection with the Tax Increment Financing Plan for said project, and for related purposes.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

The Mayor and City Council of the City of Hattiesburg, Mississippi, (the "Governing Body") took up for consideration the matter of the Tax Increment Financing Plan, Hattiesburg, Mississippi (Midtown Market Project) (the "Tax Increment Financing Plan"), and a resolution regarding such Tax Increment Financing Plan. After a full consideration and discussion of the matter, Councilperson _____ offered and moved the adoption of the following resolution:

A RESOLUTION APPROVING THE TAX INCREMENT FINANCING PLAN, HATTIESBURG, MISSISSIPPI (MIDTOWN MARKET PROJECT).

WHEREAS, under the power and authority granted by the laws of the State of Mississippi and particularly under Chapter 45 of Title 21, Mississippi Code of 1972, as amended, the Governing Body on October 22, 2013 did adopt a certain resolution entitled:

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, DETERMING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED; DETERMINING THAT THE MIDTOWN MARKET PROJECT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE; THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN FOR THE PROJECT; AND FOR RELATED PURPOSES.

WHEREAS, as directed by the aforesaid resolution and as required by law, a notice of public hearing was published one (1) time in *The Hattiesburg American*, a newspaper having a general circulation within the City and was so published in said newspaper on November 1, 2013, as evidenced by the publisher's proof of publication of the same heretofore presented to the Governing Body and filed with the Clerk;

WHEREAS, the Notice of Public Hearing generally described the TIF Plan and further called for a public hearing to be held at the regular meeting place of the Governing Body at City Hall, Council Chambers, 200 Forrest Street, Hattiesburg, Mississippi at 4:00 p.m. on November 18, 2013 in order for the general public to state or present their views on the TIF Plan; and

WHEREAS, at 4:00 p.m. on November 18, 2013 the public hearing was held and all in attendance were given an opportunity to state or present their oral and written comments on the TIF Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, AS FOLLOWS:

SECTION 1. That all of the findings of fact made and set forth in the preamble to this resolution shall be and the same are hereby found, declared and adjudicated to be true and correct.

SECTION 2. That the Governing Body of the City is now fully authorized and empowered under the provisions of Chapter 45 of Title 21, Mississippi Code of 1972, as amended, to adopt and implement the TIF Plan, a copy of which is attached hereto as Exhibit "A" to this Resolution, and does hereby adopt and approve such TIF Plan as presented in order to assist in the development of the proposed project by issuing tax increment financing bonds or notes, in cooperation with Forrest County (the "County"), in an amount not to exceed \$5,000,000 to finance the cost of various infrastructure improvements in connection with the TIF Plan, as well as issuance costs, engineering fees, attorney's fees, TIF Plan preparation fees, capitalized interest and other related soft costs.

SECTION 3. That the tax increment bonds or notes as set forth in the TIF Plan shall be issued pursuant to further proceedings of the City.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Councilperson _____, seconded by Councilperson _____, and was adopted by the following vote, to-wit:

Councilperson Kim Bradley	voted: _____
Councilperson Deborah Delgado	voted: _____
Councilperson Carter Carroll	voted: _____
Councilperson Mary Dryden	voted: _____
Councilperson Henry Naylor	voted: _____

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the _____ day of _____, 2013.

(SEAL)

ATTEST:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the _____ day of _____, 2013.

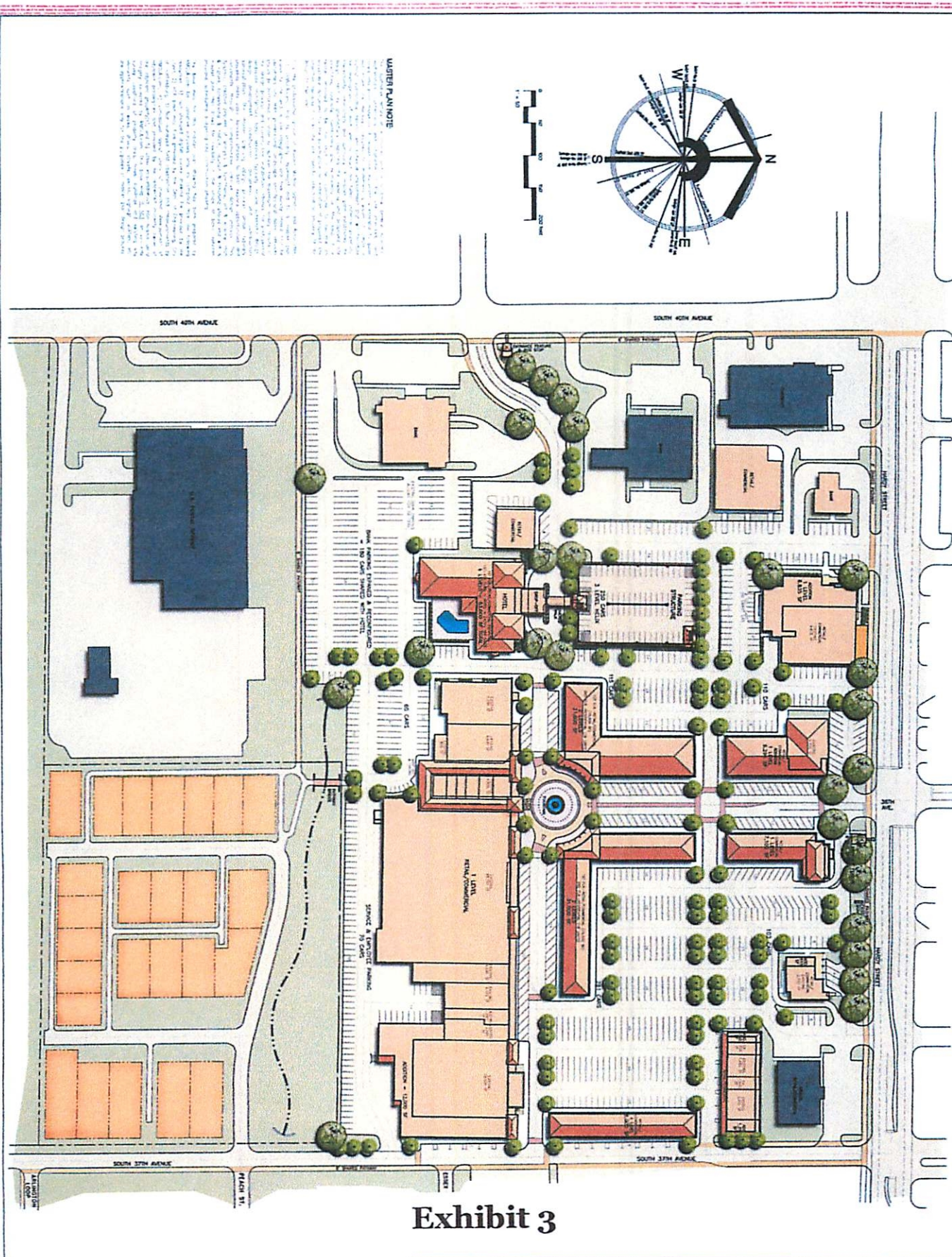
ATTEST:

CITY CLERK

MAYOR

EXHIBIT A

TAX INCREMENT FINANCING PLAN



The Mayor and City Council of the City of Hattiesburg, Mississippi, (the "Governing Body") took up for consideration the matter of the Tax Increment Financing Plan, Hattiesburg, Mississippi (Midtown Market Project) (the "Tax Increment Financing Plan"), and a resolution regarding such Tax Increment Financing Plan. After a full consideration and discussion of the matter, Councilperson Delgado offered and moved the adoption of the following resolution:

A RESOLUTION APPROVING THE TAX INCREMENT FINANCING PLAN, HATTIESBURG, MISSISSIPPI (MIDTOWN MARKET PROJECT).

WHEREAS, under the power and authority granted by the laws of the State of Mississippi and particularly under Chapter 45 of Title 21, Mississippi Code of 1972, as amended, the Governing Body on October 22, 2013 did adopt a certain resolution entitled:

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, DETERMINE THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED; DETERMINING THAT THE MIDTOWN MARKET PROJECT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE; THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN FOR THE PROJECT; AND FOR RELATED PURPOSES.

WHEREAS, as directed by the aforesaid resolution and as required by law, a notice of public hearing was published one (1) time in *The Hattiesburg American*, a newspaper having a general circulation within the City and was so published in said newspaper on November 1, 2013, as evidenced by the publisher's proof of publication of the same heretofore presented to the Governing Body and filed with the Clerk;

WHEREAS, the Notice of Public Hearing generally described the TIF Plan and further called for a public hearing to be held at the regular meeting place of the Governing Body at City Hall, Council Chambers, 200 Forrest Street, Hattiesburg, Mississippi at 4:00 p.m. on November 18, 2013 in order for the general public to state or present their views on the TIF Plan; and

WHEREAS, at 4:00 p.m. on November 18, 2013 the public hearing was held and all in attendance were given an opportunity to state or present their oral and written comments on the TIF Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, AS FOLLOWS:

SECTION 1. That all of the findings of fact made and set forth in the preamble to this resolution shall be and the same are hereby found, declared and adjudicated to be true and correct.

SECTION 2. That the Governing Body of the City is now fully authorized and empowered under the provisions of Chapter 45 of Title 21, Mississippi Code of 1972, as amended, to adopt and implement the TIF Plan, a copy of which is attached hereto as Exhibit "A" to this Resolution, and does hereby adopt and approve such TIF Plan as presented in order to assist in the development of the proposed project by issuing tax increment financing bonds or notes, in cooperation with Forrest County (the "County"), in an amount not to exceed \$5,000,000 to finance the cost of various infrastructure improvements in connection with the TIF Plan, as well as issuance costs, engineering fees, attorney's fees, TIF Plan preparation fees, capitalized interest and other related soft costs.

SECTION 3. That the tax increment bonds or notes as set forth in the TIF Plan shall be issued pursuant to further proceedings of the City.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Councilperson Delgado, seconded by Councilperson Carroll, and was adopted by the following vote, to-wit:

Councilperson Kim Bradley	voted: <u>yea</u>
Councilperson Deborah Delgado	voted: <u>yea</u>
Councilperson Carter Carroll	voted: <u>yea</u>
Councilperson Mary Dryden	voted: <u>yea</u>
Councilperson Henry Naylor	voted: <u>yea</u>

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 19th day of November, 2013.

(SEAL)

ATTEST:

Dina K. Bernardo
CLERK OF COUNCIL

Kim Bradley
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 19th day of November, 2013.

ATTEST:

Corrie Everett (dc)
CITY CLERK

Jimmy F. Dyer
MAYOR



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2013-0755

File ID: 2013-0755

Type: Ordinance

Status: Passed

Version: 2

Reference:

In Control: City Council

File Created: 11/12/2013

Brief Title: Rezoning of 105 South 20th Ave. and adjacent parcels

Final Action: 11/19/2013

Minute Book Number: MB2013-342-343

Title:

Approve or Deny the adoption of an Ordinance, as petitioned by Corey Smith on behalf of Bennett York, to change the zoning district boundaries for "split zoned" parcels of land located at the southwest corner of South 20th Avenue and Hardy Street, specifically Parcel No. 028P-08-059.00, 028P-08-060.00, 028P-08-065.00, and 028P-08-064.00 with PPINs (respectively) 16436, 16437, 16438, and 16441 that include the R-1B Single Family Residential District, B-1 Professional Business District, and B-3 Community Business District designations. The Planning Commission voted 6-0 to recommend approval of this request at its November 6, 2013 meeting.

Notes:

Sponsors:

Enactment Date:

Attachments: Staff Summary Hardy & 20th Final, Hardy St and 20th St Image Pgs (Corey Smith), Ordinance Rezone Hardy Street and S. 20th Avenue, November minutes to council, executed Ordinance Rezone Hardy Street and S. 20th Avenue ORD#3121

Enactment Number:

Contact:

Meeting Date: 11/19/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	11/19/2013	Approve				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve the adoption of an Ordinance, as petitioned by Corey Smith on behalf of Bennett York, to change the zoning district boundaries for "split zoned" parcels of land located at the southwest corner of South 20th Avenue and Hardy Street, specifically Parcel No. 028P-08-059.00, 028P-08-060.00, 028P-08-065.00, and 028P-08-064.00 with PPINs (respectively) 16436, 16437, 16438, and 16441 that include the R-1B Single Family Residential District, B-1 Professional Business District, and B-3 Community Business District designations. The Planning Commission voted 6-0 to recommend approval of this request at its November 6, 2013 meeting.

Council member Dryden said it is a privilege to purchase and own a piece of property. She said that responsibility comes with that privilege, and that the responsibility is multiplied when a landmark historic building [is involved]. She said that in this particular case, a historic landmark piece of property has been deteriorating for years. Council member Dryden stated that her concern is for this piece of property and because [the deterioration] has happened other places in Hattiesburg. She said that the neighborhood has grieved seeing this home in disrepair and has worked for a year to try and come up with something palatable; she said she respects all the work done [for this project] and the neighborhood's desire for enhancement and investment in this part of Hattiesburg. Council member Dryden asked the owner and developer of the property, in the spirit of altruism, to look at this historic home in a part of Hattiesburg that has tremendous potential as it is located near Kamper Park and USM and is a major entrance to downtown, and to think about how this building can be preserved and how it might enhance and serve the community going forward.

Following discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2013-0755

Title

Approve or Deny the adoption of an Ordinance, as petitioned by Corey Smith on behalf of Bennett York, to change the zoning district boundaries for "split zoned" parcels of land located at the southwest corner of South 20th Avenue and Hardy Street, specifically Parcel No. 028P-08-059.00, 028P-08-060.00, 028P-08-065.00, and 028P-08-064.00 with PPINs (respectively) 16436, 16437, 16438, and 16441 that include the R-1B Single Family Residential District, B-1 Professional Business District, and B-3 Community Business District designations. The Planning Commission voted 6-0 to recommend approval of this request at its November 6, 2013 meeting.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information



**Planning Commission
Case Fact Sheet**

Names of Applicant: Corey Smith, Executive Holdings

Address of Property:	Tax Parcels/Ward:	PPIN:	Ward:
105 S. 20th Ave.	028P-08-059.00	(16436)	4
	028P-08-060.00	(16437)	4
	028P-08-065.00	(16438)	4
	028P-08-064.00	(16441)	4

Requests: **Rezoning, Use Permit on Review, and Variances**

Purpose of Request: To consider an application for a **Rezoning** of the existing **R-1B Single Family Residential District, B-1 Professional Business District, and B-3 Community Business District**. This rezoning if approved will result in a change or shift of the district boundaries on a "split zoned" property. In addition, **(4) Variances** for Front Yard Setback, Buffer Yard, Sign Setback, and Green Space Right-of-Way Requirements and a **Use Permit on Review** for off-site parking are requested.

Applicant Summary: We are requesting the proposed rezoning lines as part of a total plan to allow practical new development along Hardy Street frontage while saving the historic home on site, as well as maintaining visibility of the historic home from Hardy Street. The proposed layout leaves options to re-purpose the historical home for use as a possible neighborhood community center, boutique, retail store, restaurant, or professional office space.

Applicable Regulations: *Property is split zoned B-3 Community Business District, B-1 Professional Business District, and R-1B Single Family Residential District.*

SECTION 53 **R-1B SINGLE FAMILY RESIDENTIAL DISTRICT**

53.01 General Description - The principal use is for single-family dwellings and related recreational, religious, and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

SECTION 58

B-1 PROFESSIONAL BUSINESS DISTRICT

58.01 General Description - The purpose of this business district is to provide areas for professional and business offices and related activities that require separate buildings and building groups surrounded by landscaped yards and open areas. The intent is to provide compact locations for business offices, medical and dental offices, as well as suburban locations near residential neighborhoods.

SECTION 60

B-3 COMMUNITY BUSINESS DISTRICT

60.01 General Description - This business district is intended for the conduct of personal and business services and retail business of the community. Traffic generated by the uses will be primarily passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery of retail goods.

Present Zoning: Split Zoned, R-1B Single Family Residential District, B-1 Professional Business District, and B-3 Community Business District.

Present Use: A vacant historical home is presently situated on the lot of approximately 5.5 acres.

**Surrounding Land
Use and Zoning:**

North: B-3 Community Business District & Commercial
South: R-1B Single-Family Residential District & Residential / School
East: R-1B Single-Family Residential District & Residential B-1 Professional Business District & Office / Residential B-3 Community Business District & Commercial
West: R-1B Single-Family Residential District & Residential B-1 Professional Business District & Office / Residential B-3 Community Business District & Commercial / Office

Future Land Use Plan:

The subject parcels are shown in the 2008 Future Land Use Map as being split between two different land use districts which are described below.

District Overview: **The Neighborhood Business District** is primarily a residential district located along the city's collector, minor arterial, and certain local streets. In this district, certain residential and low-intensity business uses may be found that exhibit development patterns that complement the residential, pedestrian-oriented character of surrounding neighborhoods.

District Characteristics: The characteristics of this district include the following: moderate-density single-family residences and certain two-family and multi-family uses; mixed-use buildings and developments; smaller, lower-intensity business developments that provide services to the neighborhood and community; and less-intensive commercial uses than are found in the Community Business District. Site development standards should include maximum building sizes, maximum residential densities, minimum and maximum building setbacks, building and site design elements, and provisions for pedestrian comfort and accessibility.

District Land Uses: The following land uses should be found in this district: single-family residential uses; two-family and multi-family residences, subject to use, density, and design guidelines; public and quasi-public uses, such as general indoor retail, specialty retail, service and office land uses that do not require the outdoor storage of goods or equipment.

District Overview: **This Neighborhood Conservation District 1** is primarily a residential district located in conventional subdivisions. In this district, large tracts of land were platted as single-family residential neighborhoods. Other than schools and churches, non-residential land uses are not typically found in these districts.

District Characteristics: The characteristics of this district include the following: low-density or moderate-density single-family residences; building lots with front and side yards with standard depths; and a lower overall density of development than downtown or historic neighborhoods.

District Land Uses: The following land uses should be found in this district: single-family residential uses; public and quasi-public uses, such as churches and schools; small neighborhood parks and tot lots.

**Most Nearly
Bounded By (streets):**

This parcel is bounded by Hardy Street to the north. South 20th Avenue bounds the eastern side of the parcel and South 21st Avenue is the nearest street to the west. The southern portion of

the parcel abuts O'Ferrall Street.

Adverse Influences:

The proposed development will remove open space along Hardy Street and replace it with more impervious surface cover.

The proposed use has a higher intensity and is located within close proximity to an elementary school and residential areas.

The commercial development will increase traffic volumes on South 20th Avenue and nearby streets.

The development will likely negatively impact the historic structure on the site by obstructing the view of it.

Positive Influences:

The project could increase economic development along Hardy Street and spur additional activity.

The project should encourage the renovation of a long derelict historic building on a heavily used public thoroughfare. Without this project the building could continue to decline to a point beyond repair.

The development represents infill on an underutilized lot inside the city rather than contributing to suburban sprawl.

The applicant has submitted multiple plans and revisions to address concerns of the Historic Conservation Commission.

The Historic Conservation Commission has approved the site plan or layout to save the existing structure. Additional reviews will occur related to the design of the building.

**Letters or
Concerns stated:**

The Planning Division Office has not received any letters or other written communications relative to this case, as of November 1, 2013.

**Rezoning – Comments &
Recommendations:**

The applicant is requesting that the parcel, which is currently split zoned, have its split zones reoriented. The main most dramatic change will be upzoning a large portion of B-1 to B-3.

The depth of the B-3 zoning is proposed to increase from 145 feet to 321 feet. The larger footprint of the B-3 district will allow the developer to increase the use of the property.

This site is currently occupied by a historic single family house constructed around 1930.

In an effort to maintain the visibility of the historic home on the site, the B-3 designation provides greater flexibility to the developer.

A Dollar General is located within close proximity to the parcel to the north east, and along Hardy Street to the west there has been additional strip development (Firehouse Subs, The Oak Barrel, McAlisters Deli). These developments represent a degree of change in neighborhood character.

Increasing use intensity to the south of property may cause conflicts with the single family residential and nearby elementary school.

While the B-1 zoning designation is more neighborhood friendly, it could be a limiting factor for the development of the site and a reason the property has been vacant for an extended period of time.

While the "low intensity" zoning for the site may be preferred by neighboring residents, single family residential on the back portion (near the school) is not highly probable due to school traffic and noise.

With the exception of continued growth of the school and development along Hardy Street there has been little neighborhood change along the southern portion of the project area.

Rezoning - Basis for Approval:

1. Change in neighborhood character based on current development activities along Hardy Street and continued growth of the FB Woodley Elementary school.
2. Public need to encourage the re-use of the vacant structure at the site and to encourage more economic activity within areas meant for support business.

Rezoning - Options:

Recommend approval or denial of the request for Rezoning and redistributing the R1-B Single Family Residential, B-1 Professional Business, and B-3 Community Business Districts for the subject parcels 028P-08-059.00 (16436), 028P-08-060.00 (16437), 028P-08-065.00 (16438), and 028P-08-064.00 (16441) as referenced by legal descriptions provided by the applicant and included in the Public Notice.

Variance – Comments & Recommendations:

The **front yard setback variance** accommodates the Historical Conservation Commission, City Engineer, and Planning Staff recommendations.

Pulling the building closer to Hardy Street allows for parking to be placed beside and behind the building. In addition, it preserves the historic building and the view of it from Hardy Street.

The reduced setback provides a more urban presence as opposed to suburban.

The **buffer yard requirements variance** allows for easier development of the entire site.

The variance enhances connectivity, both vehicular and pedestrian, on the parcel and reduces the need for multiple curb cuts or access points. (Historic building and Family Dollar could use the same frontage)

The variance will not apply to zones bordering abutting neighboring parcels.

The **Green Space Adjacent to Right-of-Way variance** compliments the reduced front yard setback. This variance allows the building to be constructed closer to Hardy Street and include wider pedestrian ways on the parcel.

The **sign setback variance** allows for a monument sign to be placed within five (5) feet of the right-of-way.

The sign must also be a monument sign and must have approval from the Historic Conservation Commission.

Variance - Basis for Approval:

1. The granting of the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.
2. The strict application of the Land Development Code regulations would result in peculiar and exceptional practical difficulties to or exceptional and undue hardship upon the owner of such property.
3. Granting of this variance will be in harmony with the general purpose and intent of the Land Development Code, and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

4. The special conditions and circumstances do not result from the actions of the applicant.

Variance - Options:

Recommend approval or denial of the request for the following variances:

Front yard setback variance along the north property line of twenty (20) feet of the requirements of Article 3, Section 60.04 (1);

A request for a variance for no (zero (0) foot) **buffer yard** requirements between areas described below having different zoning designations as specified in Article 3, Section 78.03;

Green space adjacent to public right-of-way variance of ten (10) feet of the requirements of Article 3, Section 78.04 (1); and

A monument sign with a front setback of five (5) feet of the requirement of Article 3, Section 95.10 (2) E.

Use Permit – Comments & Recommendations:

The applicant is requesting a “Use Permit on Review” for parking off-site on other parcels and/or in other zoning districts as detailed in Article 3, Section 89.09.

The proposed site will be subdivided into multiple parcels with different owners. The Use Permits on Review will allow the tenants to share parking among the various sites.

This proposed use permit should promote connectivity and a more efficient use of the property.

Use Permit - Basis for Approval:

1. The need to preserve and encourage the stability of the Hattiesburg business community.

Use Permit - Options:

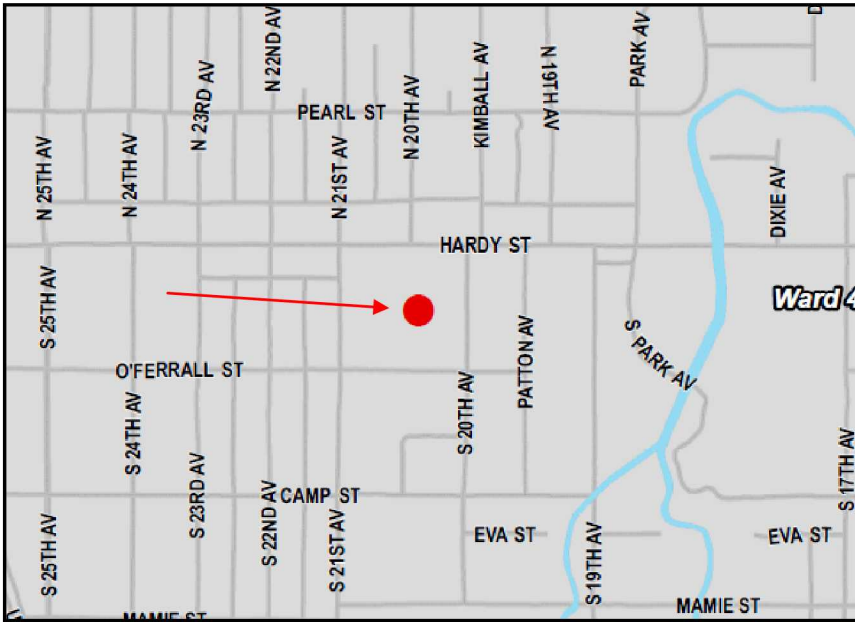
Recommend approval or denial of the request for a **use permit for off-site parking** for the subject parcels 028P-08-059.00 (16436), 028P-08-060.00 (16437), 028P-08-065.00 (16438), and 028P-08-064.00 (16441).

SUBJECT PARCEL:

Hardy Street and 20th St / Corey Smith

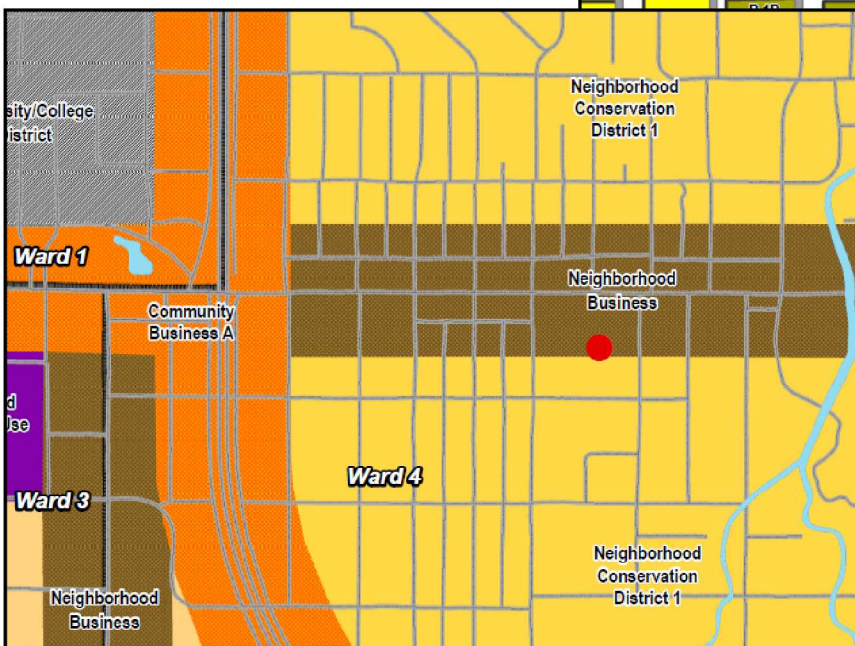
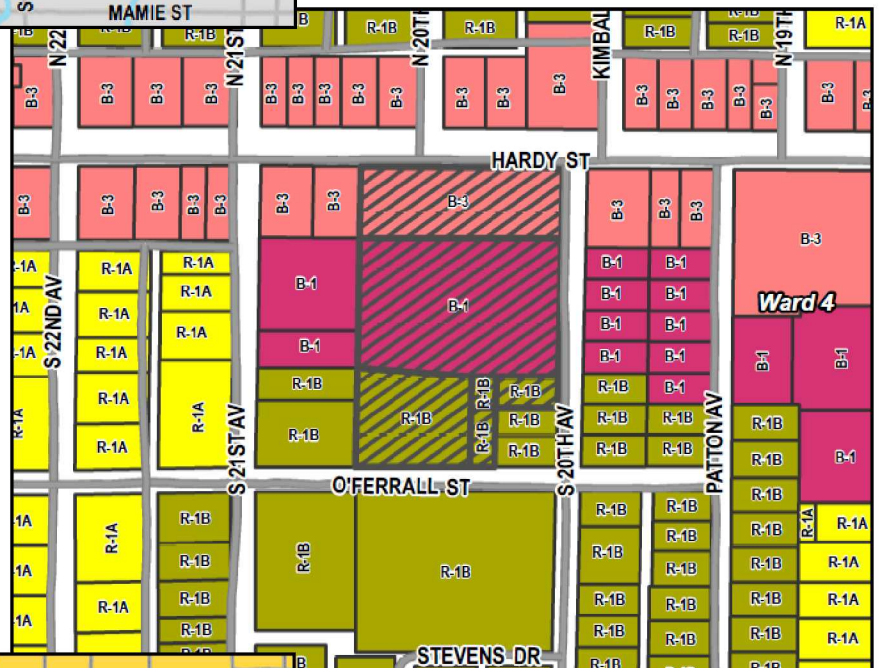
The site is currently a large lot (5.5 acres) that is split zoned (R-1B, B-1, and B-3). A historic residence and undeveloped open space are currently present. The applicant has requested a Rezoning, multiple Variances, and a Use Permit on Review to develop a Family Dollar Store along Hardy Street while leaving the historic structure intact.





The Subject Site is located on the SW corner of the Hardy Street and South 20th Avenue intersection.

The parcel is split zoned into R1-B, B-1, and B-3 districts and encompasses more than half of an entire city block.



The parcel is located on a city block that is divided by two districts of the Comprehensive Plans the Future Land Use Map; the Neighborhood Business District that runs the length of Hardy Street and a Neighborhood Conservation District 1.

NORTH OF PROPERTY

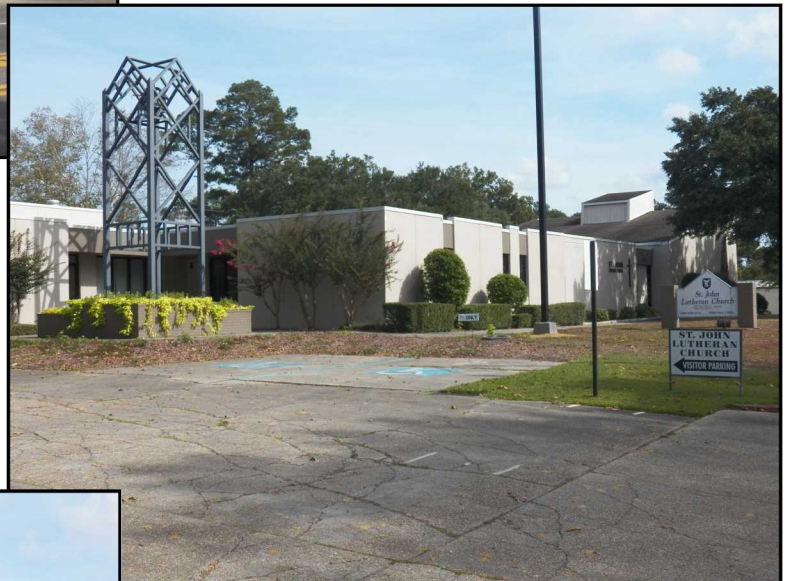
Professional Offices are across Hardy Street.



Pastry Shop across Hardy Street.



Community Church across Hardy Street.



Dollar General is located northeast of the property.



EAST OF PROPERTY

Mini mall located on opposing side of S. 20th Street zoned B-3.



Professional office across 20th Street zoned B-1.

Residential lots zoned B-1 and R-1B.



SOUTH OF PROPERTY

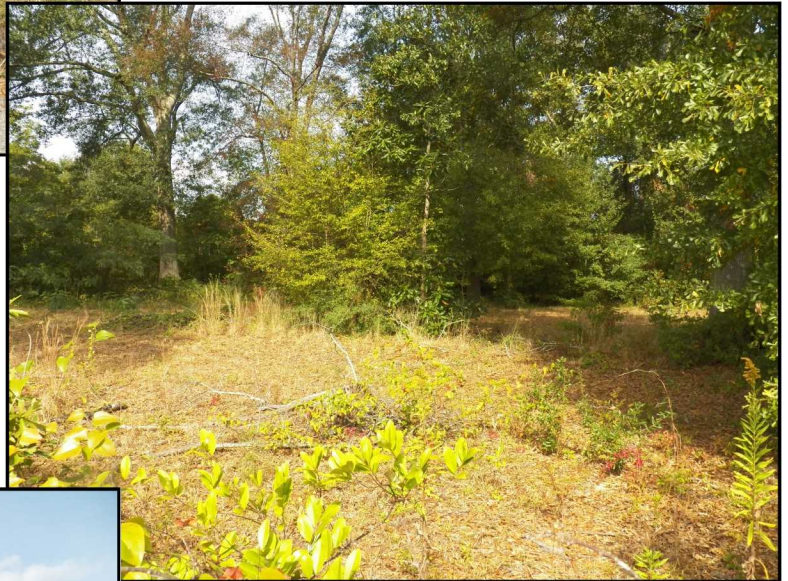
Two residential lots are located on the SW corner of the subject block and zoned R-1B. along 20th Street.



An empty lot zoned R-1B is a part of the property.



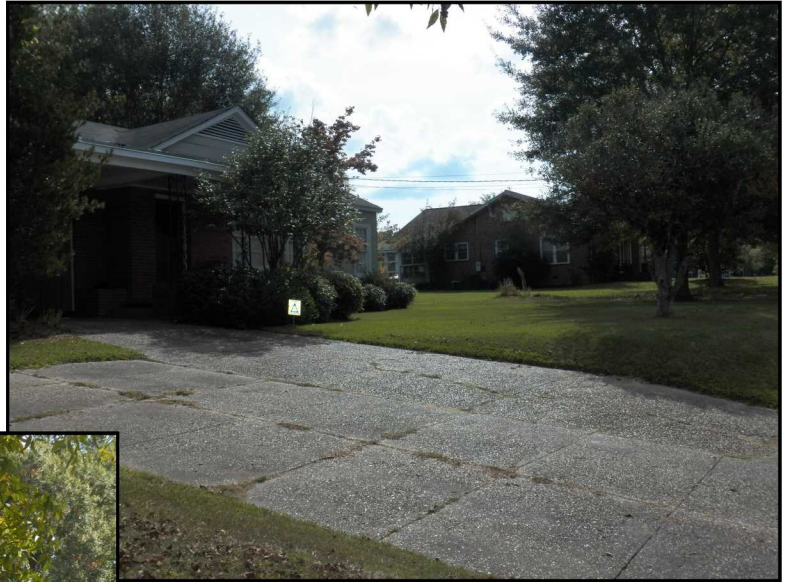
View from O'Farrell Street into the southern portion of the property.



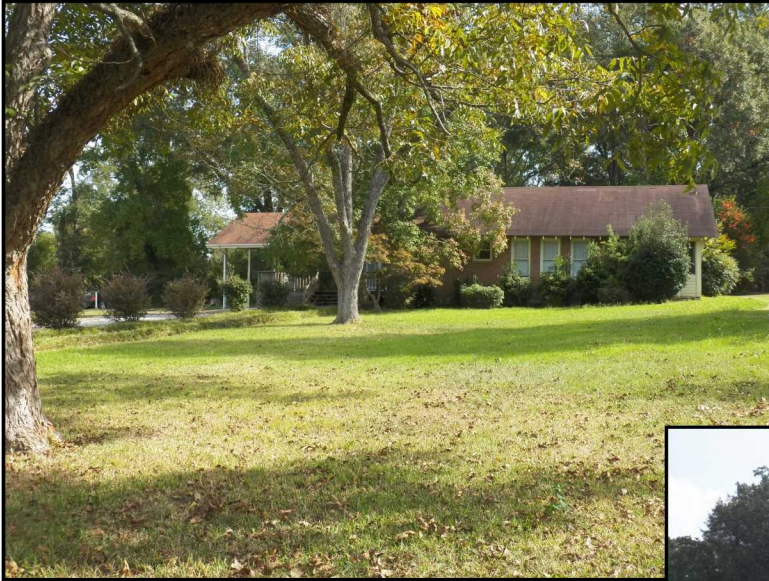
An elementary school sits on the opposite side of O'Farrell Street from the property.

WEST OF PROPERTY

Residential structure fronting 21st Street
zoned R-1B.



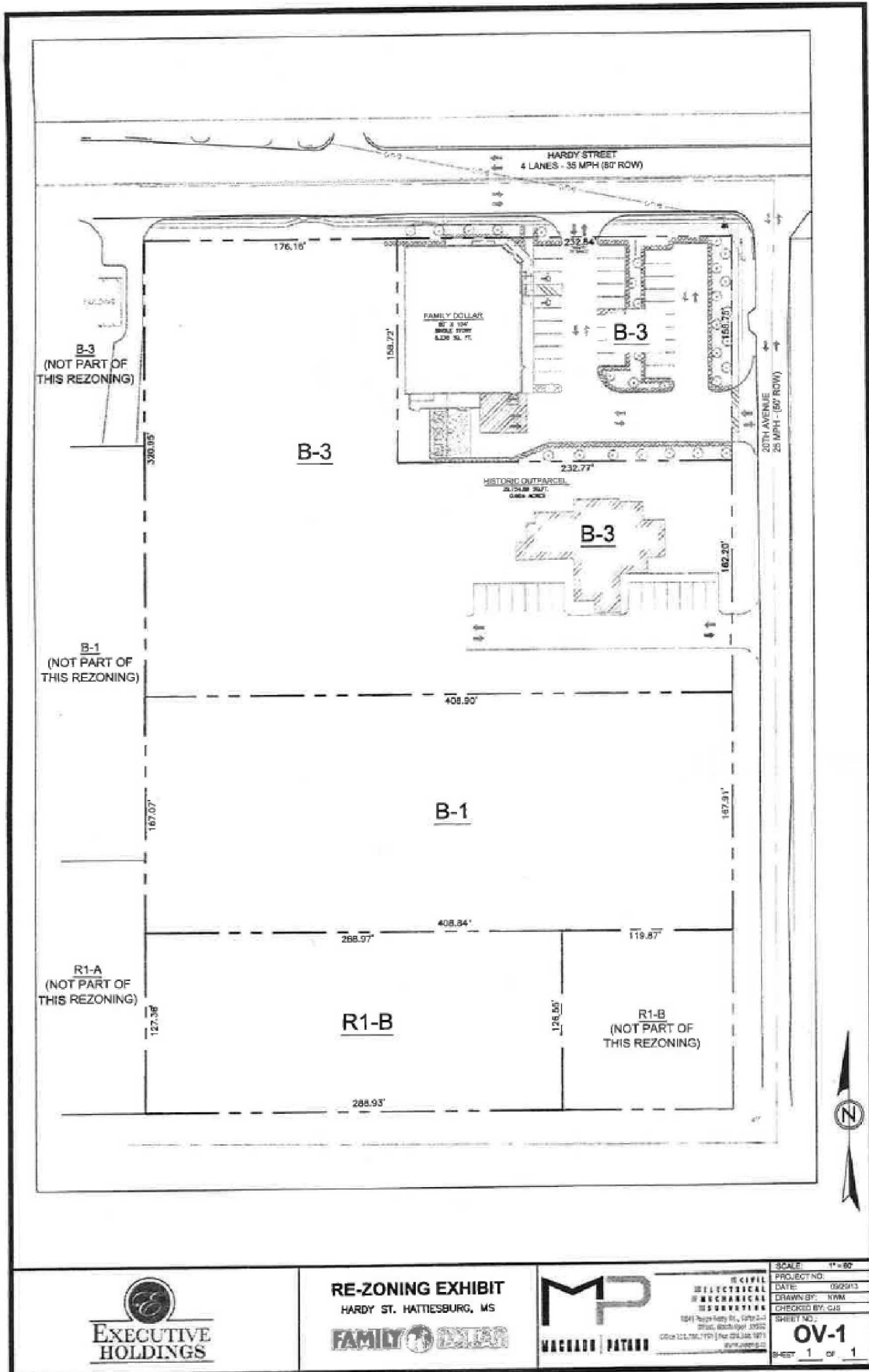
Residential structure fronting 21st Street
zoned R-1B.

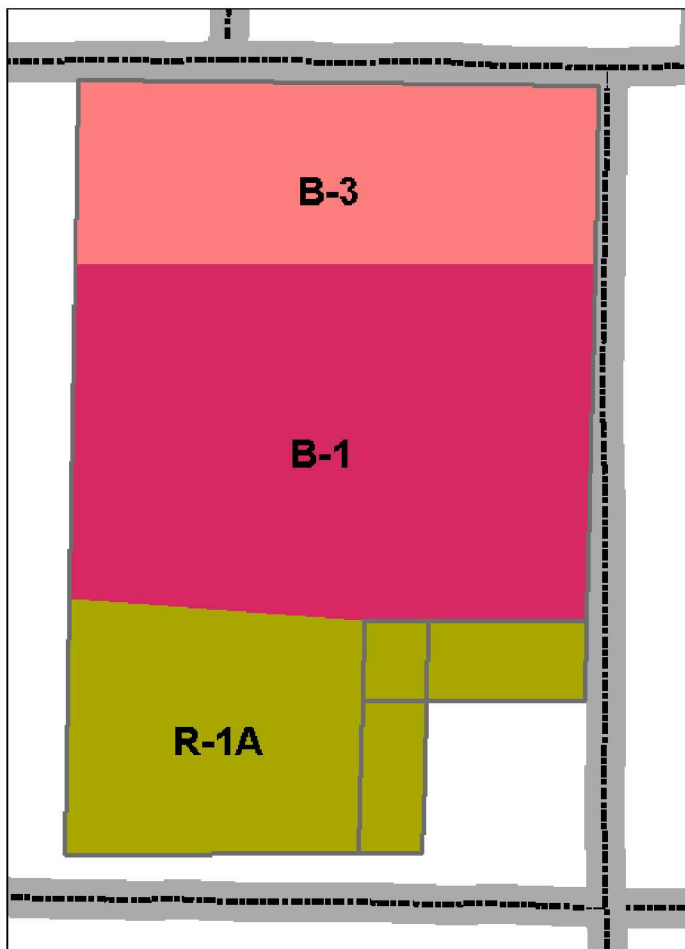
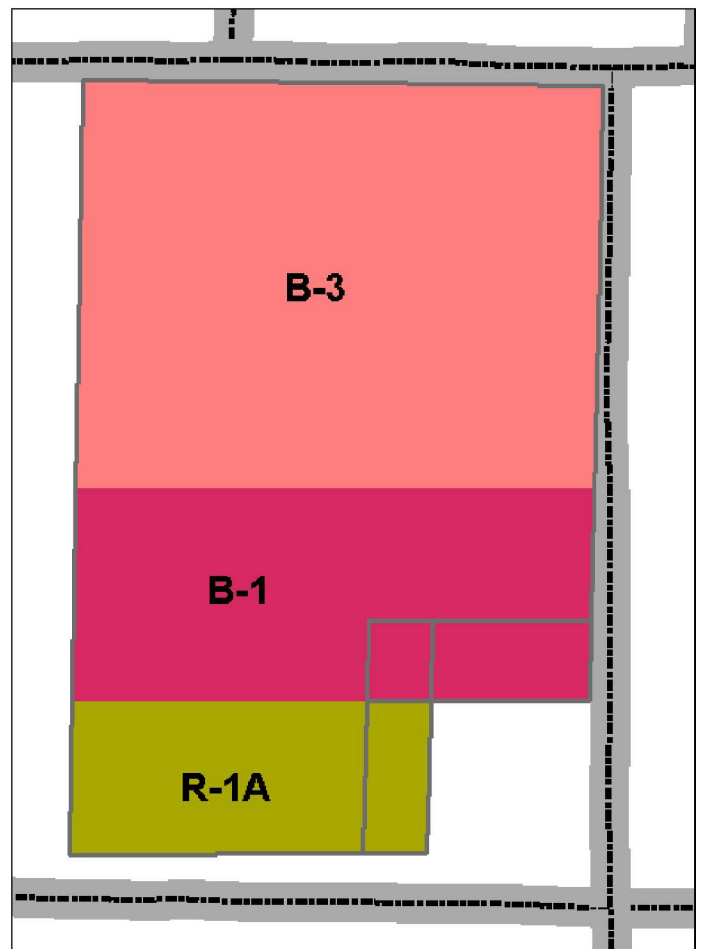


Dentist's office fronting 21st Street and zoned
B-1.



Office building fronting Hardy Street and
zoned B-3.



Current Split Zoning Distribution**Proposed Split Zoning Distribution**

This graphic is not to scale and is clearly a informative tool rather than an exact representation of the zoning changes being made to the properties at Hardy St and 20th Ave.

Prepared by: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601)545-4550

Return to: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403
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INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI

**AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE
ZONING DISTRICT MAP, ADOPTED AS PART OF THE
COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED,
OF THE CITY OF HATTIESBURG, MISSISSIPPI
FOR CERTAIN PROPERTIES LOCATED AT THE SOUTHWEST CORNER OF
HARDY STREET AND SOUTH 20TH AVENUE (PARCELS 028P-08-059.00, 028P-08-
060.00, 028P-08-065.00, AND 028P-08-064.00, PPINS 16436, 16437, 16438, AND 16441,
RESPECTIVELY, WARD 4), TO ADJUST OR RELOCATE THE DISTRICT
BOUNDARIES OF THE R-1B (SINGLE FAMILY RESIDENTIAL), B-1
(PROFESSIONAL BUSINESS), AND B-3 (COMMUNITY BUSINESS) DISTRICTS
WITHIN THE DESCRIBED PARCEL AREAS.**

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI:**

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommendation to APPROVE said change in zoning for the following reason:

There is a public need to encourage the re-use of the vacant structure at the site and to encourage more economic activity within areas meant for supporting businesses.

Said districts are to be designated as follows:

As B-3 Community Business District:

Commencing at a 1 inch iron pipe denoting the northeast corner of lot 3, block 17 of Hattiesburg heights third survey to the City of Hattiesburg, said point being situated at the intersection of the south margin of Hardy Street and the west margin of 20th Avenue; Thence run along said west margin south 00 degrees 12 minutes 11 seconds west for a distance of 158.75 feet to a point; thence departing said margin run north 89 degrees 48 minutes 45 seconds west for a distance of 232.77 feet to a point; thence run north 00 degrees 10 minutes 40 seconds east for a distance of 158.72 feet to a point on the south margin of Hardy Street; thence run along said margin south 89 degrees 49 minutes 12 seconds east a distance of 232.84 feet to the point of beginning, containing 36,954.30 square feet or 0.848 acres, more or less.

AND

Commencing at a 1 inch iron pipe denoting the northeast corner of lot 3, block 17 of Hattiesburg heights third survey to the City of Hattiesburg, said point being situated at the intersection of the south margin of Hardy Street and the west margin of 20th Avenue; thence run along said west margin south 00 degrees 12 minutes 11 seconds west for a distance of 158.75 feet to the point of beginning; thence continue along said margin south 00 degrees 12 minutes 11 seconds west for a distance of 162.20 feet to a point; Thence departing said margin run north 89 degrees 49 minutes 12 seconds west for a distance of 408.90 feet to a point; thence run north 00 degrees 11 minutes 05 seconds east for a distance of 320.95 feet to a point on the south margin of Hardy Street; thence run along said margin south 89 degrees 49 minutes 12 seconds east a distance of 176.16 feet to a point; thence departing said south margin run south 00 degrees 10 minutes 40 seconds west for a distance of 158.72 feet to a point; thence run south 89 degrees 48 minutes 45 seconds east for a distance of 232.77 feet to the point of beginning, containing 94,297.69 square feet or 2.164 acres, more or less.

As B-1 Professional Business District:

Commencing at a 1 inch iron pipe denoting the northeast corner of lot 3, block 17 of Hattiesburg heights third survey to the City of Hattiesburg, said point being situated at the intersection of the south margin of Hardy Street and the west margin of 20th Avenue; Thence run along said west margin south 00 degrees 12 minutes 11 seconds west for a distance of 320.95 feet to the point of beginning; thence continue along said margin south 00 degrees 12 minutes 11 seconds west for a distance of 167.91 feet to a point; thence departing said margin run north 89 degrees 42 minutes 10 seconds west for a distance of 408.84 feet to a point; thence run north 00 degrees 11 minutes 05 seconds east for a distance of 167.07 feet to a point; thence run south 89 degrees 49 minutes 12 seconds east for a distance of 408.90 feet to the point of beginning, containing 68,482.41 square feet or 1.572 acres, more or less.

As R-1B Single Family Residential District:

Commencing at a 1 inch iron pipe denoting the northeast corner of lot 3, block 17 of

Hattiesburg heights third survey to the City of Hattiesburg, said point being situated at the intersection of the south margin of Hardy Street and the west margin of 20th avenue; Thence run along said west margin south 00 degrees 12 minutes 11 seconds west for a distance of 488.86 feet to a point; thence departing said margin run north 89 degrees 42 minutes 10 seconds west for a distance of 119.87 feet to the point of beginning; thence run south 00 degrees 12 minutes 14 seconds west for a distance of 126.55 feet to a point on the north margin of O'ferral Street; thence run along said margin north 89 degrees 52 minutes 02 seconds west for a distance of 288.93 feet to a point; thence departing said margin run north 00 degrees 11 minutes 05 seconds east for a distance of 127.38 feet to a point; thence run south 89 degrees 42 minutes 10 seconds east for a distance of 288.97 feet to the point of beginning, containing 36,686.86 square feet or 0.842 acres, more or less.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by Council member _____ seconded by Council member _____ and was adopted by the following vote to-wit:

YEAS:

NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the _____ day of _____ A.D., 2013.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the _____ day of _____ A.D., 2013.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
November 6, 2013**

The Hattiesburg Planning Commission did meet in a regular session on November 6, 2013 at 12:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Joseph White, Vice-Chairman
Linda McMurtrey (arrived at 12:10)
Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton

Commissioners Absent: Dick Conville, Chariman
Judy Corts
Annie Pope

Also Present: Pattie Brantley, Director of Urban Development
Donovan Scruggs, Planning Manager
Ginger Maddox, Planner

Joe White, Vice-Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session at 12:00 P.M.

INVOCATION John Blanks gave the invocation.

AGENDA REVIEW

There came the matter of the November 2013 Agenda. Donovan Scruggs indicated that item 3 on the Agenda should read “October Meeting” for minutes approval and not “August Meeting.” A request was made by Vice-Chairman White for a motion to Approve or Deny the November 2013 Agenda as amended. A motion was made by Commissioner McClesky to Approve the November 2013 Agenda as amended and Seconded by Commissioner Horton.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the October 2, 2013 minutes. A motion was made by Commissioner Blanks and seconded by Commissioner Martin to approve the minutes as presented.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

ENGINEERING REPORT

There came the matter of the Engineering Report. No report was submitted.

BUILDING INSPECTION REPORT

There came the matter of the Building Inspection Report. No report was submitted.

PLANNING REPORT

There came the matter of the Planning Report. Planning Manager, Donovan Scruggs, informed the Commission that the APA Conference would be hosted in Hattiesburg and begins at 2:00 that afternoon. He mentioned training for commissioners on Friday. He updated the commissioners on the actions of the City Council relative to last month’s actions, noting that the approval of the “tow yard” application was approved with a 3-2 vote.

CHAIRMAN REPORT

There came the matter of the Chairman’s Report. No Report was submitted.

PUBLIC HEARING

Vice-Chairman White declared the Public Hearing open at 12:10 P.M. and explained the rules and procedures of the hearing.

There came the matter of Item A: Twin Fork Rising Master Plan, Phase 2, (amendment to Comprehensive Plan). The item was introduced by Donovan Scruggs, who gave the background of the plan and that it would represent an amendment to the Comprehensive Plan. He introduced Chris Baker, of Thompson Engineering who gave additional details of the Plan.

	Name	Address	City/State
<u>Presented by:</u>	Chris Baker	Thompson Engineering	Mobile, AL
<u>Proponents:</u>	Deborah Delgado	Council-woman Ward 2	
<u>Opponents:</u>	None		

Vice-Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Don McClesky made a motion to approve the adoption of the Twin Fork Rising Master Plan, Phase 2, and the amendment to the Comprehensive Plan of the City of Hattiesburg in that the plan builds on the Comprehensive Plan for orderly and sustainable growth

within the project area. The motion was seconded by Jessie Wilson. The vote to adopt the amendment is detailed below:

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B.1 (Use Permit) and Item B.2 (Front Yard Setback Variance) for Donna Watts. Donovan Scruggs presented the case and the reason for the requests which included a “Use Permit on Review” for a single family residence in a B-5 Regional Business District and a variance of 30 feet to allow a front yard setback of zero feet. The parcel number is 029J-10-359.00 (PPIN 15650). Ms. Watts explained her intentions.

	Name	Address	City/State
<u>Presented by:</u>	Donna Watt	221 Mobile Street	Hattiesburg
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Vice-Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Don McClesky made a motion to approve Item B for a “Use Permit on Review” for a single family residence located in the B-5 (Regional Business) District based on the need to conserve and protect Hattiesburg’s physical infrastructure. The motion was seconded by Eric Martin. The vote to approve the variance is detailed below:

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

There was a motion to approve the front yard variance of Item B.2, to allow the zero front yard setback made by Don McClesky. He stated the basis for his motion is the special circumstances that exists are not a result from actions of the applicant. The motion was seconded by Jessie Wilson.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item C, (variance), submitted by Larry Albert, Petitioner, for a rear yard variance of 18 feet from the 25’ setback requirement. The variance would allow construction to a point seven feet from the rear property line for a parcel located at 212 South 22nd Street (Parcel # 28O-08-051.00, PPIN # 16624, Ward 4). Donovan Scruggs gave the report on the matter.

	Name	Address	City/State
<u>Presented by:</u>	Larry Albert	212 S 22 nd Ave	Hattiesburg
<u>Proponents:</u>	Patti Mowery (PNA)	2324 Adeline St.	Hattiesburg
<u>Opponents:</u>	None		

Vice-Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Eric Martin made a motion to approve the variance of 18 feet from the front yard setback requirements based on the action being in harmony with the general purpose and intent of the Land Development Code and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item D for the (D.1) rezoning, (D.2.) variances, and (D.3) use permit on review of property located at 105 South 20th Avenue and the SW corner of Hardy Street and South 20th Avenue. The petition was submitted by Corey Smith on behalf of Bennett York. The item was introduced by Donovan Scruggs, who gave the background of the plan that has involved review by City staff, Site Plan Review Committee, and Historic Conservation Commission. Corey Smith provided information about the efforts made to meet the various requests of the City and neighborhood association. Glenn Nees of the Parkhaven Neighborhood Association spoke in favor of the site design and efforts of the developer.

	Name	Address	City/State
<u>Presented by:</u>	Corey Smith	Executive Holdings	Picayune
<u>Proponents:</u>	Glenn Nees (PNA)	301 S 22 nd Ave	Hattiesburg
<u>Opponents:</u>	None		

Vice-Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Linda McMurtrey made a motion to approve item **D.1 as the request to rezone** the properties which is adjusting the existing districts within the parcels. She stated the recommendation is based on a public need to encourage the re-use of the vacant structure at the

site and to encourage more economic activity within the areas meant for supporting business. John Blanks seconded the motion.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

Linda McMurtrey made a motion to approve item **D.2 as the request to variances to include no buffer yards between different zoning designation within the subject area (but not including properties outside the area), reduce the front yard setback to five feet for a monument sign, reduce the front yard setback to ten feet, and reduce the green space adjacent to right-of-way along Hardy Street to zero feet.** McMurtrey stated that granting this variance will be in harmony with the general purpose and intent of the Land Development Code and will not be injurious to the neighborhood or otherwise detrimental to the public welfare. Peggy Horton seconded the motion.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

Linda McMurtrey made a motion to approve item **D.3 as the Use Permit on Review for off-site parking** to allow the sharing of parking among the various areas of the site. She stated the recommendation is based on the need to preserve and encourage the stability of the Hattiesburg business community. Jessie Wilson seconded the motion.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

There being no further business, the meeting was adjourned at 1:50 P.M.

Joe White, Vice-Chairman

Donovan Scruggs, Planning Manager

Prepared by: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601)545-4550

Return to: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403
(601)545-4550

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER 3121

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

**AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE
ZONING DISTRICT MAP, ADOPTED AS PART OF THE
COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED,
OF THE CITY OF HATTIESBURG, MISSISSIPPI
FOR CERTAIN PROPERTIES LOCATED AT THE SOUTHWEST CORNER OF
HARDY STREET AND SOUTH 20TH AVENUE (PARCELS 028P-08-059.00, 028P-08-
060.00, 028P-08-065.00, AND 028P-08-064.00, PPINS 16436, 16437, 16438, AND 16441,
RESPECTIVELY, WARD 4), TO ADJUST OR RELOCATE THE DISTRICT
BOUNDARIES OF THE R-1B (SINGLE FAMILY RESIDENTIAL), B-1
(PROFESSIONAL BUSINESS), AND B-3 (COMMUNITY BUSINESS) DISTRICTS
WITHIN THE DESCRIBED PARCEL AREAS.**

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI:**

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommendation to APPROVE said change in zoning for the following reason:

There is a public need to encourage the re-use of the vacant structure at the site and to encourage more economic activity within areas meant for supporting businesses.

Said districts are to be designated as follows:

As B-3 Community Business District:

Commencing at a 1 inch iron pipe denoting the northeast corner of lot 3, block 17 of Hattiesburg heights third survey to the City of Hattiesburg, said point being situated at the intersection of the south margin of Hardy Street and the west margin of 20th Avenue; Thence run along said west margin south 00 degrees 12 minutes 11 seconds west for a distance of 158.75 feet to a point; thence departing said margin run north 89 degrees 48 minutes 45 seconds west for a distance of 232.77 feet to a point; thence run north 00 degrees 10 minutes 40 seconds east for a distance of 158.72 feet to a point on the south margin of Hardy Street; thence run along said margin south 89 degrees 49 minutes 12 seconds east a distance of 232.84 feet to the point of beginning, containing 36,954.30 square feet or 0.848 acres, more or less.

AND

Commencing at a 1 inch iron pipe denoting the northeast corner of lot 3, block 17 of Hattiesburg heights third survey to the City of Hattiesburg, said point being situated at the intersection of the south margin of Hardy Street and the west margin of 20th Avenue; thence run along said west margin south 00 degrees 12 minutes 11 seconds west for a distance of 158.75 feet to the point of beginning; thence continue along said margin south 00 degrees 12 minutes 11 seconds west for a distance of 162.20 feet to a point; Thence departing said margin run north 89 degrees 49 minutes 12 seconds west for a distance of 408.90 feet to a point; thence run north 00 degrees 11 minutes 05 seconds east for a distance of 320.95 feet to a point on the south margin of Hardy Street; thence run along said margin south 89 degrees 49 minutes 12 seconds east a distance of 176.16 feet to a point; thence departing said south margin run south 00 degrees 10 minutes 40 seconds west for a distance of 158.72 feet to a point; thence run south 89 degrees 48 minutes 45 seconds east for a distance of 232.77 feet to the point of beginning, containing 94,297.69 square feet or 2.164 acres, more or less.

As B-1 Professional Business District:

Commencing at a 1 inch iron pipe denoting the northeast corner of lot 3, block 17 of Hattiesburg heights third survey to the City of Hattiesburg, said point being situated at the intersection of the south margin of Hardy Street and the west margin of 20th Avenue; Thence run along said west margin south 00 degrees 12 minutes 11 seconds west for a distance of 320.95 feet to the point of beginning; thence continue along said margin south 00 degrees 12 minutes 11 seconds west for a distance of 167.91 feet to a point; thence departing said margin run north 89 degrees 42 minutes 10 seconds west for a distance of 408.84 feet to a point; thence run north 00 degrees 11 minutes 05 seconds east for a distance of 167.07 feet to a point; thence run south 89 degrees 49 minutes 12 seconds east for a distance of 408.90 feet to the point of beginning, containing 68,482.41 square feet or 1.572 acres, more or less.

As R-1B Single Family Residential District:

Commencing at a 1 inch iron pipe denoting the northeast corner of lot 3, block 17 of

Hattiesburg heights third survey to the City of Hattiesburg, said point being situated at the intersection of the south margin of Hardy Street and the west margin of 20th avenue; Thence run along said west margin south 00 degrees 12 minutes 11 seconds west for a distance of 488.86 feet to a point; thence departing said margin run north 89 degrees 42 minutes 10 seconds west for a distance of 119.87 feet to the point of beginning; thence run south 00 degrees 12 minutes 14 seconds west for a distance of 126.55 feet to a point on the north margin of O'ferral Street; thence run along said margin north 89 degrees 52 minutes 02 seconds west for a distance of 288.93 feet to a point; thence departing said margin run north 00 degrees 11 minutes 05 seconds east for a distance of 127.38 feet to a point; thence run south 89 degrees 42 minutes 10 seconds east for a distance of 288.97 feet to the point of beginning, containing 36,686.86 square feet or 0.842 acres, more or less.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by Council member Delgado seconded by Council member Naylor and was adopted by the following vote to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 19th day of November A.D., 2013.
(S E A L)

ATTEST:

Julia K. Bernardo
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 19th day of November A.D., 2013.

ATTEST:

Cornie Everett (DC)
CITY CLERK

APPROVED:

[Signature]
MAYOR



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2013-0757

File ID: 2013-0757

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 11/12/2013

Brief Title: Use Permit on Review for off-site parking for 105
South 20th Ave. and adjacent parcels

Final Action: 11/19/2013

Minute Book Number: MB2013-343-344

Title:

Approve or Deny the petition by Corey Smith on behalf of Bennett York, for a Use Permit on Review as permitted in Section 89.04 of the Land Development Code to allow off-site parking for parcels of land located at the southwest corner of South 20th Avenue and Hardy Street, specifically Parcel No. 028P-08-059.00, 028P-08-060.00, 028P-08-065.00, and 028P-08-064.00 with PPINs (respectively) 16436, 16437, 16438, and 16441 that include the R-1B Single Family Residential District, B-1 Professional Business District, and B-3 Community Business District designations. The Planning Commission voted 6-0 to recommend approval of this request at its November 6, 2013 meeting.

Notes:

Sponsors:

Enactment Date:

Attachments: Staff Summary Hardy & 20th Final, Hardy St and
20th St Image Pgs (Corey Smith), November
minutes to council

Enactment Number:

Contact:

Meeting Date: 11/19/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/19/2013	Approve				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve the petition by Corey Smith on behalf of Bennett York, for a Use Permit on Review as permitted in Section 89.04 of the Land Development Code to allow off-site parking for parcels of land located at the southwest corner of South 20th Avenue and Hardy Street, specifically Parcel No. 028P-08-059.00, 028P-08-060.00, 028P-08-065.00, and 028P-08-064.00 with PPINs (respectively) 16436, 16437, 16438, and 16441 that include the R-1B Single Family Residential District, B-1 Professional Business District, and B-3 Community Business District designations. The Planning Commission voted 6-0 to recommend approval of this request at its November 6, 2013 meeting.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2013-0757

Title

Approve or Deny the petition by Corey Smith on behalf of Bennett York, for a Use Permit on Review as permitted in Section 89.04 of the Land Development Code to allow off-site parking for parcels of land located at the southwest corner of South 20th Avenue and Hardy Street, specifically Parcel No. 028P-08-059.00, 028P-08-060.00, 028P-08-065.00, and 028P-08-064.00 with PPINs (respectively) 16436, 16437, 16438, and 16441 that include the R-1B Single Family Residential District, B-1 Professional Business District, and B-3 Community Business District designations. The Planning Commission voted 6-0 to recommend approval of this request at its November 6, 2013 meeting.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information



**Planning Commission
Case Fact Sheet**

Names of Applicant: Corey Smith, Executive Holdings

Address of Property:	Tax Parcels/Ward:	PPIN:	Ward:
105 S. 20th Ave.	028P-08-059.00	(16436)	4
	028P-08-060.00	(16437)	4
	028P-08-065.00	(16438)	4
	028P-08-064.00	(16441)	4

Requests: **Rezoning, Use Permit on Review, and Variances**

Purpose of Request: To consider an application for a **Rezoning** of the existing **R-1B Single Family Residential District, B-1 Professional Business District, and B-3 Community Business District**. This rezoning if approved will result in a change or shift of the district boundaries on a "split zoned" property. In addition, **(4) Variances** for Front Yard Setback, Buffer Yard, Sign Setback, and Green Space Right-of-Way Requirements and a **Use Permit on Review** for off-site parking are requested.

Applicant Summary: We are requesting the proposed rezoning lines as part of a total plan to allow practical new development along Hardy Street frontage while saving the historic home on site, as well as maintaining visibility of the historic home from Hardy Street. The proposed layout leaves options to re-purpose the historical home for use as a possible neighborhood community center, boutique, retail store, restaurant, or professional office space.

Applicable Regulations: *Property is split zoned B-3 Community Business District, B-1 Professional Business District, and R-1B Single Family Residential District.*

SECTION 53 **R-1B SINGLE FAMILY RESIDENTIAL DISTRICT**

53.01 General Description - The principal use is for single-family dwellings and related recreational, religious, and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

SECTION 58

B-1 PROFESSIONAL BUSINESS DISTRICT

58.01 General Description - The purpose of this business district is to provide areas for professional and business offices and related activities that require separate buildings and building groups surrounded by landscaped yards and open areas. The intent is to provide compact locations for business offices, medical and dental offices, as well as suburban locations near residential neighborhoods.

SECTION 60

B-3 COMMUNITY BUSINESS DISTRICT

60.01 General Description - This business district is intended for the conduct of personal and business services and retail business of the community. Traffic generated by the uses will be primarily passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery of retail goods.

Present Zoning: Split Zoned, R-1B Single Family Residential District, B-1 Professional Business District, and B-3 Community Business District.

Present Use: A vacant historical home is presently situated on the lot of approximately 5.5 acres.

**Surrounding Land
Use and Zoning:**

North: B-3 Community Business District & Commercial
South: R-1B Single-Family Residential District & Residential / School
East: R-1B Single-Family Residential District & Residential B-1 Professional Business District & Office / Residential B-3 Community Business District & Commercial
West: R-1B Single-Family Residential District & Residential B-1 Professional Business District & Office / Residential B-3 Community Business District & Commercial / Office

Future Land Use Plan:

The subject parcels are shown in the 2008 Future Land Use Map as being split between two different land use districts which are described below.

District Overview: **The Neighborhood Business District** is primarily a residential district located along the city's collector, minor arterial, and certain local streets. In this district, certain residential and low-intensity business uses may be found that exhibit development patterns that complement the residential, pedestrian-oriented character of surrounding neighborhoods.

District Characteristics: The characteristics of this district include the following: moderate-density single-family residences and certain two-family and multi-family uses; mixed-use buildings and developments; smaller, lower-intensity business developments that provide services to the neighborhood and community; and less-intensive commercial uses than are found in the Community Business District. Site development standards should include maximum building sizes, maximum residential densities, minimum and maximum building setbacks, building and site design elements, and provisions for pedestrian comfort and accessibility.

District Land Uses: The following land uses should be found in this district: single-family residential uses; two-family and multi-family residences, subject to use, density, and design guidelines; public and quasi-public uses, such as general indoor retail, specialty retail, service and office land uses that do not require the outdoor storage of goods or equipment.

District Overview: **This Neighborhood Conservation District 1** is primarily a residential district located in conventional subdivisions. In this district, large tracts of land were platted as single-family residential neighborhoods. Other than schools and churches, non-residential land uses are not typically found in these districts.

District Characteristics: The characteristics of this district include the following: low-density or moderate-density single-family residences; building lots with front and side yards with standard depths; and a lower overall density of development than downtown or historic neighborhoods.

District Land Uses: The following land uses should be found in this district: single-family residential uses; public and quasi-public uses, such as churches and schools; small neighborhood parks and tot lots.

**Most Nearly
Bounded By (streets):**

This parcel is bounded by Hardy Street to the north. South 20th Avenue bounds the eastern side of the parcel and South 21st Avenue is the nearest street to the west. The southern portion of

the parcel abuts O'Ferrall Street.

Adverse Influences:

The proposed development will remove open space along Hardy Street and replace it with more impervious surface cover.

The proposed use has a higher intensity and is located within close proximity to an elementary school and residential areas.

The commercial development will increase traffic volumes on South 20th Avenue and nearby streets.

The development will likely negatively impact the historic structure on the site by obstructing the view of it.

Positive Influences:

The project could increase economic development along Hardy Street and spur additional activity.

The project should encourage the renovation of a long derelict historic building on a heavily used public thoroughfare. Without this project the building could continue to decline to a point beyond repair.

The development represents infill on an underutilized lot inside the city rather than contributing to suburban sprawl.

The applicant has submitted multiple plans and revisions to address concerns of the Historic Conservation Commission.

The Historic Conservation Commission has approved the site plan or layout to save the existing structure. Additional reviews will occur related to the design of the building.

**Letters or
Concerns stated:**

The Planning Division Office has not received any letters or other written communications relative to this case, as of November 1, 2013.

**Rezoning – Comments &
Recommendations:**

The applicant is requesting that the parcel, which is currently split zoned, have its split zones reoriented. The main most dramatic change will be upzoning a large portion of B-1 to B-3.

The depth of the B-3 zoning is proposed to increase from 145 feet to 321 feet. The larger footprint of the B-3 district will allow the developer to increase the use of the property.

This site is currently occupied by a historic single family house constructed around 1930.

In an effort to maintain the visibility of the historic home on the site, the B-3 designation provides greater flexibility to the developer.

A Dollar General is located within close proximity to the parcel to the north east, and along Hardy Street to the west there has been additional strip development (Firehouse Subs, The Oak Barrel, McAlisters Deli). These developments represent a degree of change in neighborhood character.

Increasing use intensity to the south of property may cause conflicts with the single family residential and nearby elementary school.

While the B-1 zoning designation is more neighborhood friendly, it could be a limiting factor for the development of the site and a reason the property has been vacant for an extended period of time.

While the "low intensity" zoning for the site may be preferred by neighboring residents, single family residential on the back portion (near the school) is not highly probable due to school traffic and noise.

With the exception of continued growth of the school and development along Hardy Street there has been little neighborhood change along the southern portion of the project area.

Rezoning - Basis for Approval:

1. Change in neighborhood character based on current development activities along Hardy Street and continued growth of the FB Woodley Elementary school.
2. Public need to encourage the re-use of the vacant structure at the site and to encourage more economic activity within areas meant for support business.

Rezoning - Options:

Recommend approval or denial of the request for Rezoning and redistributing the R1-B Single Family Residential, B-1 Professional Business, and B-3 Community Business Districts for the subject parcels 028P-08-059.00 (16436), 028P-08-060.00 (16437), 028P-08-065.00 (16438), and 028P-08-064.00 (16441) as referenced by legal descriptions provided by the applicant and included in the Public Notice.

Variance – Comments & Recommendations:

The **front yard setback variance** accommodates the Historical Conservation Commission, City Engineer, and Planning Staff recommendations.

Pulling the building closer to Hardy Street allows for parking to be placed beside and behind the building. In addition, it preserves the historic building and the view of it from Hardy Street.

The reduced setback provides a more urban presence as opposed to suburban.

The **buffer yard requirements variance** allows for easier development of the entire site.

The variance enhances connectivity, both vehicular and pedestrian, on the parcel and reduces the need for multiple curb cuts or access points. (Historic building and Family Dollar could use the same frontage)

The variance will not apply to zones bordering abutting neighboring parcels.

The **Green Space Adjacent to Right-of-Way variance** compliments the reduced front yard setback. This variance allows the building to be constructed closer to Hardy Street and include wider pedestrian ways on the parcel.

The **sign setback variance** allows for a monument sign to be placed within five (5) feet of the right-of-way.

The sign must also be a monument sign and must have approval from the Historic Conservation Commission.

Variance - Basis for Approval:

1. The granting of the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.
2. The strict application of the Land Development Code regulations would result in peculiar and exceptional practical difficulties to or exceptional and undue hardship upon the owner of such property.
3. Granting of this variance will be in harmony with the general purpose and intent of the Land Development Code, and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

4. The special conditions and circumstances do not result from the actions of the applicant.

Variance - Options:

Recommend approval or denial of the request for the following variances:

Front yard setback variance along the north property line of twenty (20) feet of the requirements of Article 3, Section 60.04 (1);

A request for a variance for no (zero (0) foot) **buffer yard** requirements between areas described below having different zoning designations as specified in Article 3, Section 78.03;

Green space adjacent to public right-of-way variance of ten (10) feet of the requirements of Article 3, Section 78.04 (1); and

A monument sign with a front setback of five (5) feet of the requirement of Article 3, Section 95.10 (2) E.

Use Permit – Comments & Recommendations:

The applicant is requesting a “Use Permit on Review” for parking off-site on other parcels and/or in other zoning districts as detailed in Article 3, Section 89.09.

The proposed site will be subdivided into multiple parcels with different owners. The Use Permits on Review will allow the tenants to share parking among the various sites.

This proposed use permit should promote connectivity and a more efficient use of the property.

Use Permit - Basis for Approval:

1. The need to preserve and encourage the stability of the Hattiesburg business community.

Use Permit - Options:

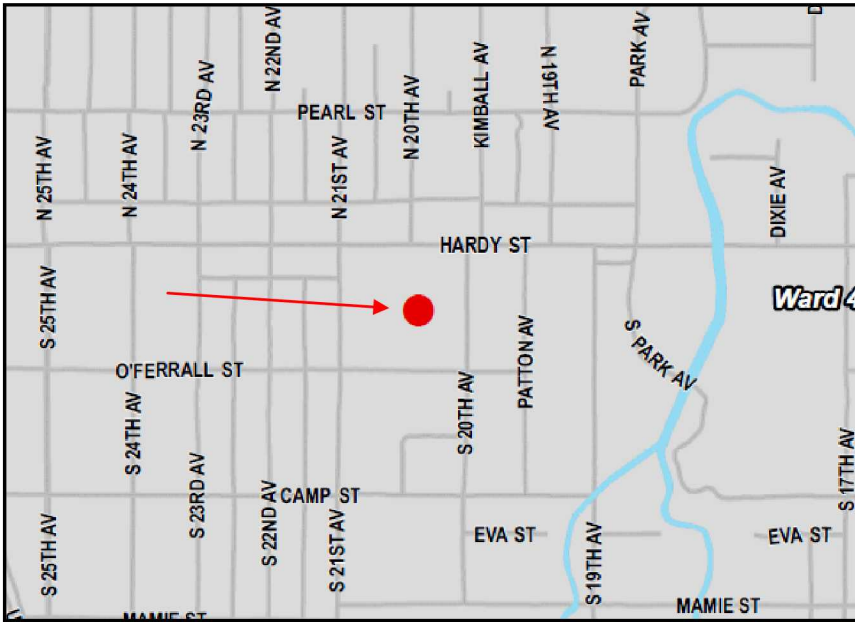
Recommend approval or denial of the request for a **use permit for off-site parking** for the subject parcels 028P-08-059.00 (16436), 028P-08-060.00 (16437), 028P-08-065.00 (16438), and 028P-08-064.00 (16441).

SUBJECT PARCEL:

Hardy Street and 20th St / Corey Smith

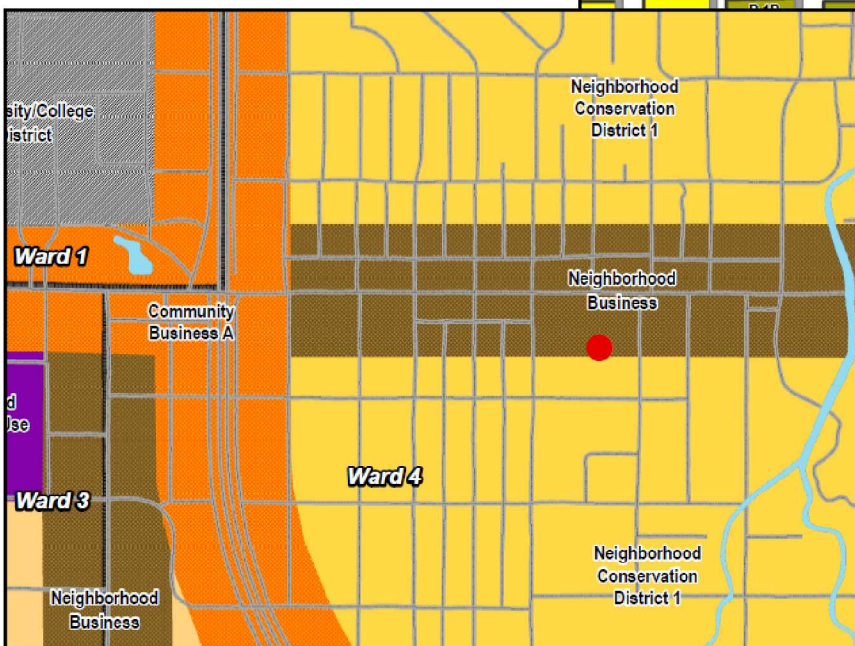
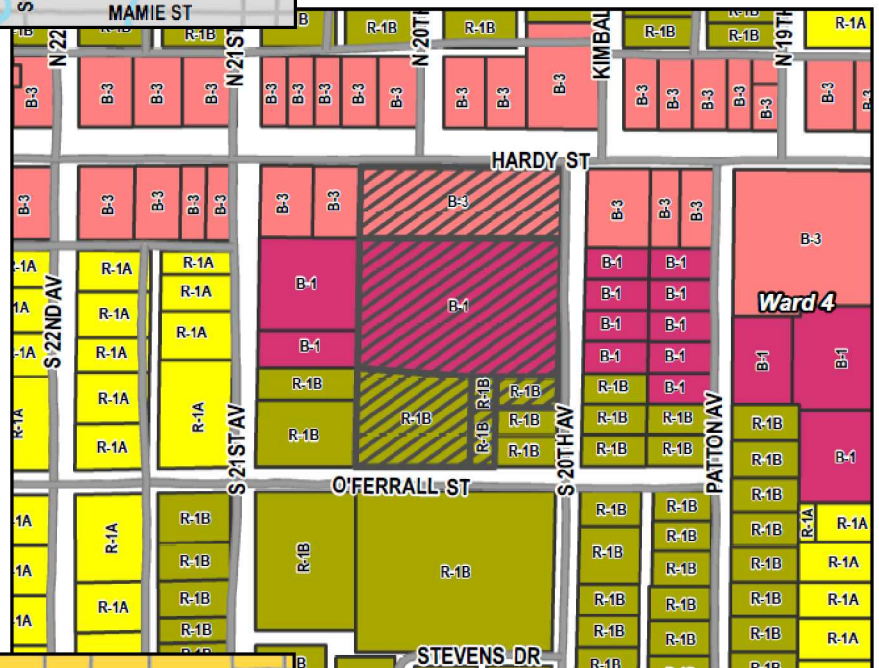
The site is currently a large lot (5.5 acres) that is split zoned (R-1B, B-1, and B-3). A historic residence and undeveloped open space are currently present. The applicant has requested a Rezoning, multiple Variances, and a Use Permit on Review to develop a Family Dollar Store along Hardy Street while leaving the historic structure intact.





The Subject Site is located on the SW corner of the Hardy Street and South 20th Avenue intersection.

The parcel is split zoned into R1-B, B-1, and B-3 districts and encompasses more than half of an entire city block.



The parcel is located on a city block that is divided by two districts of the Comprehensive Plans the Future Land Use Map; the Neighborhood Business District that runs the length of Hardy Street and a Neighborhood Conservation District 1.

NORTH OF PROPERTY

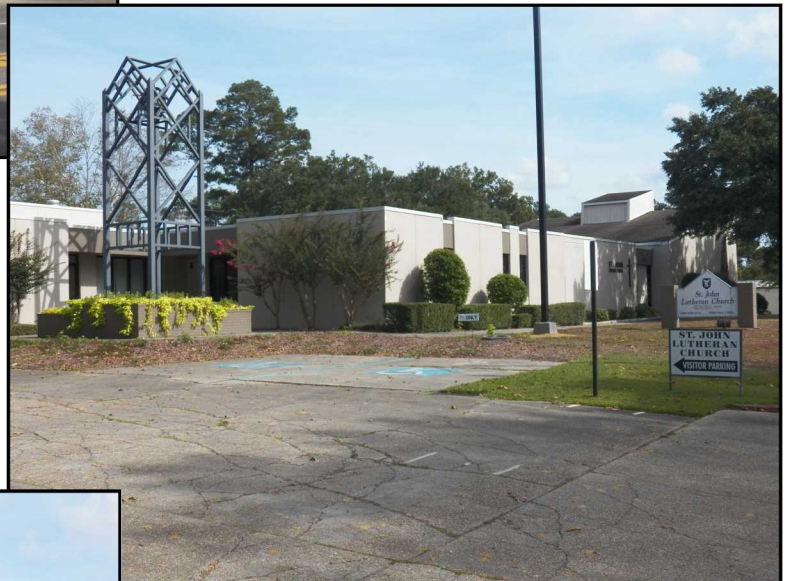
Professional Offices are across Hardy Street.



Pastry Shop across Hardy Street.



Community Church across Hardy Street.



Dollar General is located northeast of the property.



EAST OF PROPERTY

Mini mall located on opposing side of S. 20th Street zoned B-3.



Professional office across 20th Street zoned B-1.

Residential lots zoned B-1 and R-1B.



SOUTH OF PROPERTY

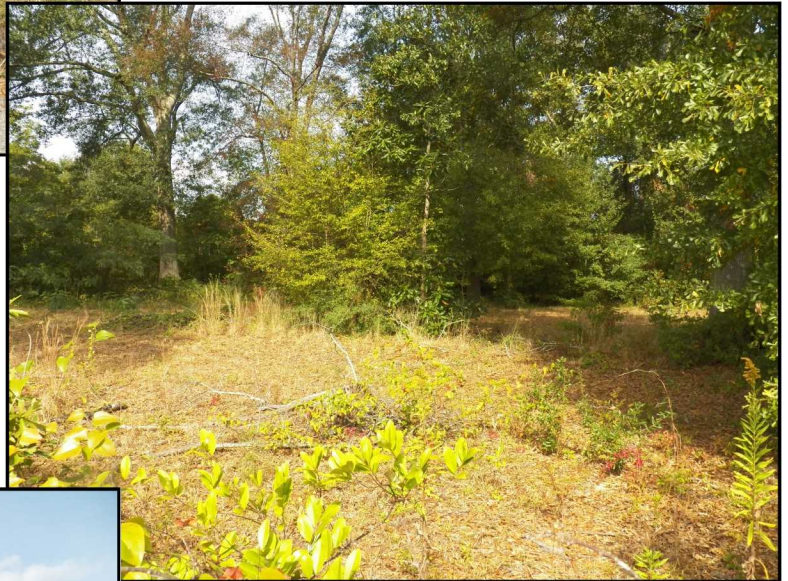
Two residential lots are located on the SW corner of the subject block and zoned R-1B. along 20th Street.



An empty lot zoned R-1B is a part of the property.



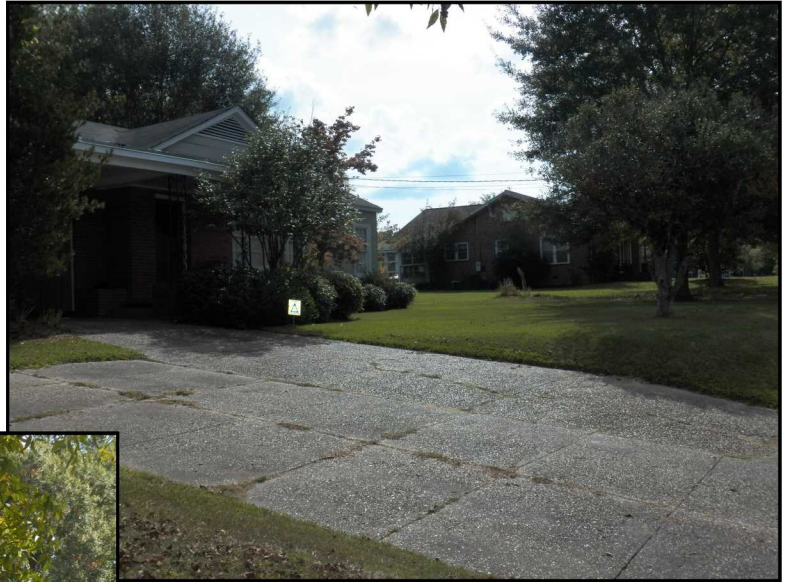
View from O'Farrell Street into the southern portion of the property.



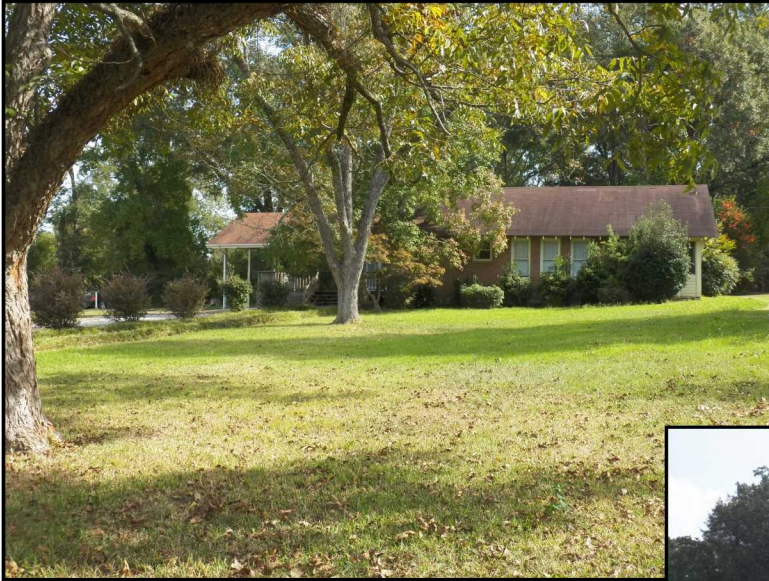
An elementary school sits on the opposite side of O'Farrell Street from the property.

WEST OF PROPERTY

Residential structure fronting 21st Street
zoned R-1B.



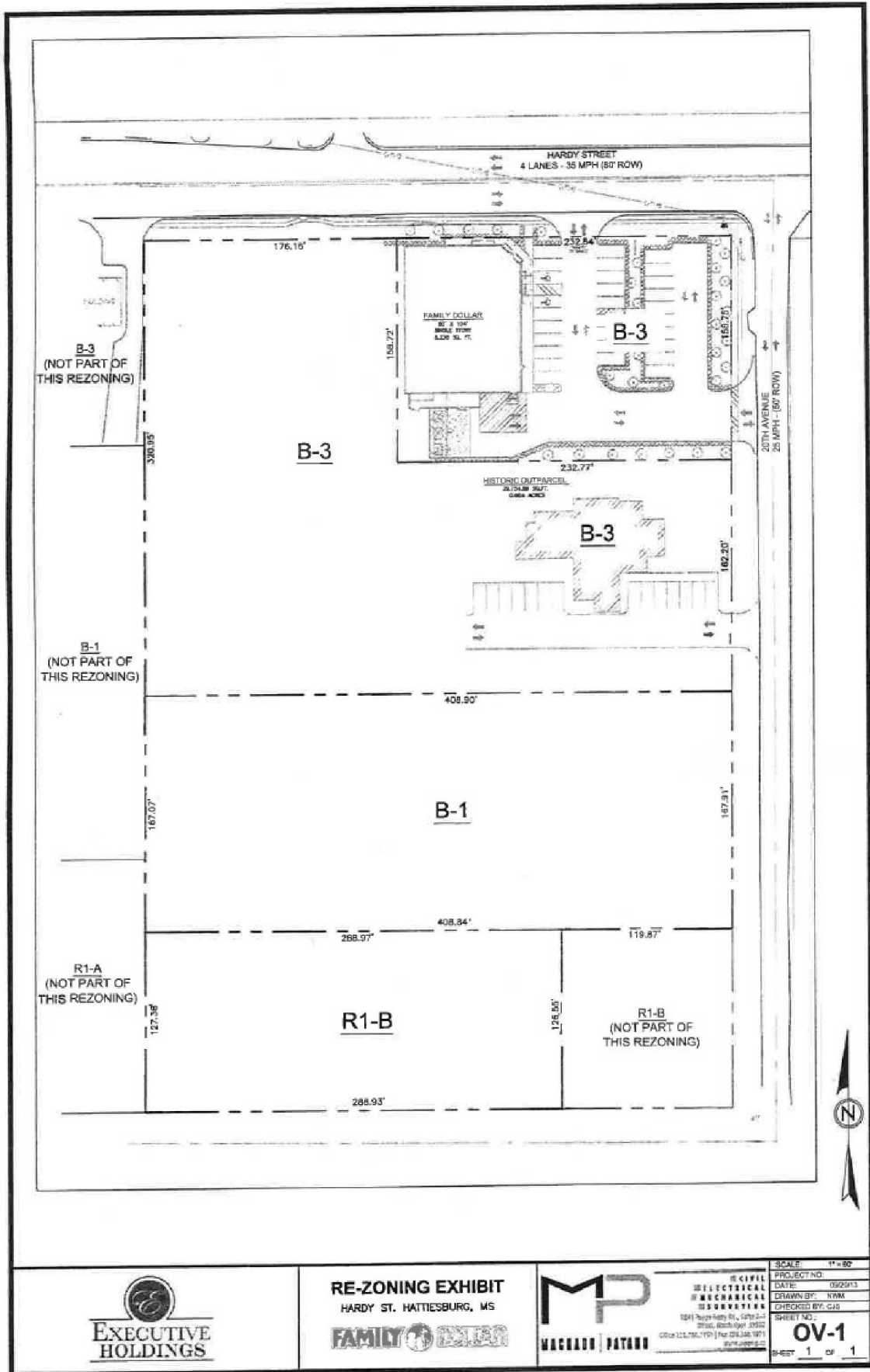
Residential structure fronting 21st Street
zoned R-1B.

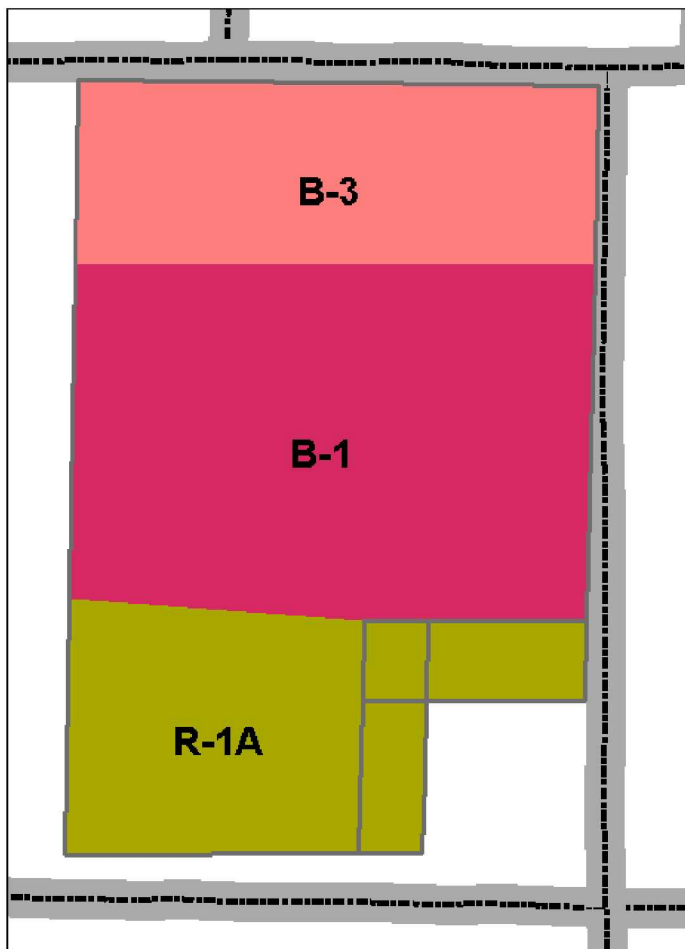
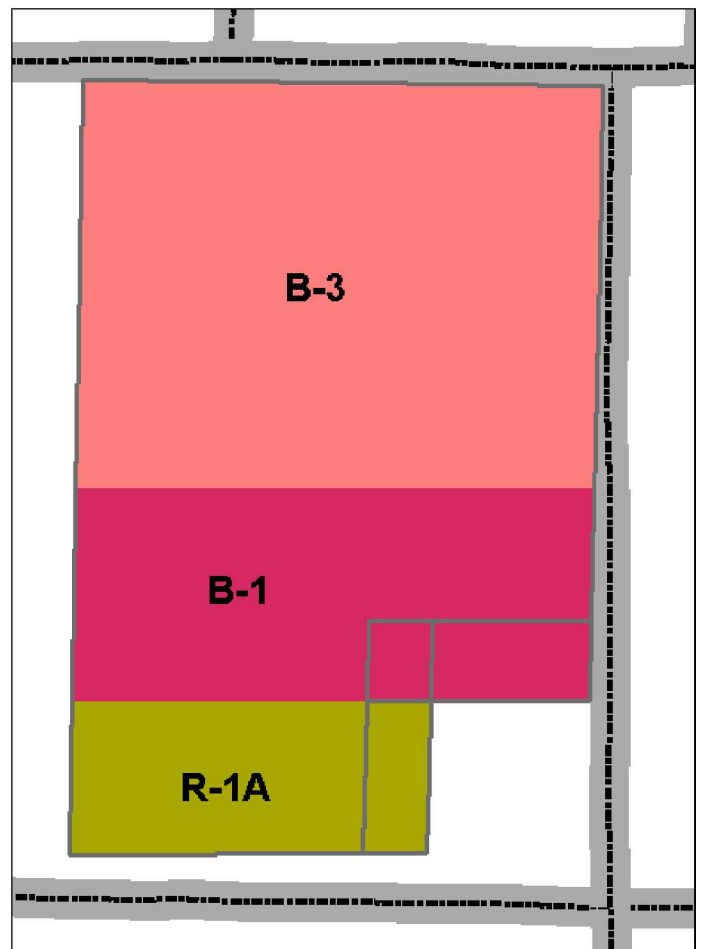


Dentist's office fronting 21st Street and zoned
B-1.



Office building fronting Hardy Street and
zoned B-3.



Current Split Zoning Distribution**Proposed Split Zoning Distribution**

This graphic is not to scale and is clearly a informative tool rather than an exact representation of the zoning changes being made to the properties at Hardy St and 20th Ave.

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
November 6, 2013**

The Hattiesburg Planning Commission did meet in a regular session on November 6, 2013 at 12:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Joseph White, Vice-Chairman
Linda McMurtrey (arrived at 12:10)
Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton

Commissioners Absent: Dick Conville, Chariman
Judy Corts
Annie Pope

Also Present: Pattie Brantley, Director of Urban Development
Donovan Scruggs, Planning Manager
Ginger Maddox, Planner

Joe White, Vice-Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session at 12:00 P.M.

INVOCATION John Blanks gave the invocation.

AGENDA REVIEW

There came the matter of the November 2013 Agenda. Donovan Scruggs indicated that item 3 on the Agenda should read “October Meeting” for minutes approval and not “August Meeting.” A request was made by Vice-Chairman White for a motion to Approve or Deny the November 2013 Agenda as amended. A motion was made by Commissioner McClesky to Approve the November 2013 Agenda as amended and Seconded by Commissioner Horton.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the October 2, 2013 minutes. A motion was made by Commissioner Blanks and seconded by Commissioner Martin to approve the minutes as presented.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

ENGINEERING REPORT

There came the matter of the Engineering Report. No report was submitted.

BUILDING INSPECTION REPORT

There came the matter of the Building Inspection Report. No report was submitted.

PLANNING REPORT

There came the matter of the Planning Report. Planning Manager, Donovan Scruggs, informed the Commission that the APA Conference would be hosted in Hattiesburg and begins at 2:00 that afternoon. He mentioned training for commissioners on Friday. He updated the commissioners on the actions of the City Council relative to last month’s actions, noting that the approval of the “tow yard” application was approved with a 3-2 vote.

CHAIRMAN REPORT

There came the matter of the Chairman’s Report. No Report was submitted.

PUBLIC HEARING

Vice-Chairman White declared the Public Hearing open at 12:10 P.M. and explained the rules and procedures of the hearing.

There came the matter of Item A: Twin Fork Rising Master Plan, Phase 2, (amendment to Comprehensive Plan). The item was introduced by Donovan Scruggs, who gave the background of the plan and that it would represent an amendment to the Comprehensive Plan. He introduced Chris Baker, of Thompson Engineering who gave additional details of the Plan.

	Name	Address	City/State
<u>Presented by:</u>	Chris Baker	Thompson Engineering	Mobile, AL
<u>Proponents:</u>	Deborah Delgado	Council-woman Ward 2	
<u>Opponents:</u>	None		

Vice-Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Don McClesky made a motion to approve the adoption of the Twin Fork Rising Master Plan, Phase 2, and the amendment to the Comprehensive Plan of the City of Hattiesburg in that the plan builds on the Comprehensive Plan for orderly and sustainable growth

within the project area. The motion was seconded by Jessie Wilson. The vote to adopt the amendment is detailed below:

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B.1 (Use Permit) and Item B.2 (Front Yard Setback Variance) for Donna Watts. Donovan Scruggs presented the case and the reason for the requests which included a “Use Permit on Review” for a single family residence in a B-5 Regional Business District and a variance of 30 feet to allow a front yard setback of zero feet. The parcel number is 029J-10-359.00 (PPIN 15650). Ms. Watts explained her intentions.

	Name	Address	City/State
<u>Presented by:</u>	Donna Watt	221 Mobile Street	Hattiesburg
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Vice-Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Don McClesky made a motion to approve Item B for a “Use Permit on Review” for a single family residence located in the B-5 (Regional Business) District based on the need to conserve and protect Hattiesburg’s physical infrastructure. The motion was seconded by Eric Martin. The vote to approve the variance is detailed below:

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

There was a motion to approve the front yard variance of Item B.2, to allow the zero front yard setback made by Don McClesky. He stated the basis for his motion is the special circumstances that exists are not a result from actions of the applicant. The motion was seconded by Jessie Wilson.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item C, (variance), submitted by Larry Albert, Petitioner, for a rear yard variance of 18 feet from the 25’ setback requirement. The variance would allow construction to a point seven feet from the rear property line for a parcel located at 212 South 22nd Street (Parcel # 28O-08-051.00, PPIN # 16624, Ward 4). Donovan Scruggs gave the report on the matter.

	Name	Address	City/State
<u>Presented by:</u>	Larry Albert	212 S 22 nd Ave	Hattiesburg
<u>Proponents:</u>	Patti Mowery (PNA)	2324 Adeline St.	Hattiesburg
<u>Opponents:</u>	None		

Vice-Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Eric Martin made a motion to approve the variance of 18 feet from the front yard setback requirements based on the action being in harmony with the general purpose and intent of the Land Development Code and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item D for the (D.1) rezoning, (D.2.) variances, and (D.3) use permit on review of property located at 105 South 20th Avenue and the SW corner of Hardy Street and South 20th Avenue. The petition was submitted by Corey Smith on behalf of Bennett York. The item was introduced by Donovan Scruggs, who gave the background of the plan that has involved review by City staff, Site Plan Review Committee, and Historic Conservation Commission. Corey Smith provided information about the efforts made to meet the various requests of the City and neighborhood association. Glenn Nees of the Parkhaven Neighborhood Association spoke in favor of the site design and efforts of the developer.

	Name	Address	City/State
<u>Presented by:</u>	Corey Smith	Executive Holdings	Picayune
<u>Proponents:</u>	Glenn Nees (PNA)	301 S 22 nd Ave	Hattiesburg
<u>Opponents:</u>	None		

Vice-Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Linda McMurtrey made a motion to approve item **D.1 as the request to rezone** the properties which is adjusting the existing districts within the parcels. She stated the recommendation is based on a public need to encourage the re-use of the vacant structure at the

site and to encourage more economic activity within the areas meant for supporting business. John Blanks seconded the motion.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

Linda McMurtrey made a motion to approve item **D.2 as the request to variances to include no buffer yards between different zoning designation within the subject area (but not including properties outside the area), reduce the front yard setback to five feet for a monument sign, reduce the front yard setback to ten feet, and reduce the green space adjacent to right-of-way along Hardy Street to zero feet.** McMurtrey stated that granting this variance will be in harmony with the general purpose and intent of the Land Development Code and will not be injurious to the neighborhood or otherwise detrimental to the public welfare. Peggy Horton seconded the motion.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

Linda McMurtrey made a motion to approve item **D.3 as the Use Permit on Review for off-site parking** to allow the sharing of parking among the various areas of the site. She stated the recommendation is based on the need to preserve and encourage the stability of the Hattiesburg business community. Jessie Wilson seconded the motion.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

There being no further business, the meeting was adjourned at 1:50 P.M.

Joe White, Vice-Chairman

Donovan Scruggs, Planning Manager



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2013-0756

File ID: 2013-0756

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 11/12/2013

Brief Title: Variance, South 20th Avenue and Hardy Street

Final Action: 11/19/2013

Minute Book Number: MB2013-344

Title:

Approve or Deny the petition by Corey Smith on behalf of Bennett York, for a front yard setback variance, a buffer yard variance, front yard setback variance for a monument sign, and a green space adjacent to right-of-way variance for parcels of land located at the southwest corner of South 20th Avenue and Hardy Street, specifically Parcel No. 028P-08-059.00, 028P-08-060.00, 028P-08-065.00, and 028P-08-064.00 with PPINs (respectively) 16436, 16437, 16438, and 16441 that include the R-1B Single Family Residential District, B-1 Professional Business District, and B-3 Community Business District designations. The Planning Commission voted 6-0 to recommend approval of this request at its November 6, 2013 meeting.

Notes:

Sponsors:

Enactment Date:

Attachments: Staff Summary Hardy & 20th Final, Hardy St and 20th St Image Pgs (Corey Smith), November minutes to council

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/19/2013	Approve				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve the petition by Corey Smith on behalf of Bennett York, for a front yard setback variance, a buffer yard variance, front yard setback variance for a monument sign, and a green space adjacent to right-of-way variance for parcels of land located at the southwest corner of South 20th Avenue and Hardy Street, specifically Parcel No. 028P-08-059.00, 028P-08-060.00, 028P-08-065.00, and 028P-08-064.00 with PPINs (respectively) 16436, 16437, 16438, and 16441 that include the R-1B Single Family Residential District, B-1 Professional Business District, and B-3 Community Business District designations. The Planning Commission voted 6-0 to recommend approval of this request at its November 6, 2013 meeting.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2013-0756

Title

Approve or Deny the petition by Corey Smith on behalf of Bennett York, for a front yard setback variance, a buffer yard variance, front yard setback variance for a monument sign, and a green space adjacent to right-of-way variance for parcels of land located at the southwest corner of South 20th Avenue and Hardy Street, specifically Parcel No. 028P-08-059.00, 028P-08-060.00, 028P-08-065.00, and 028P-08-064.00 with PPINs (respectively) 16436, 16437, 16438, and 16441 that include the R-1B Single Family Residential District, B-1 Professional Business District, and B-3 Community Business District designations. The Planning Commission voted 6-0 to recommend approval of this request at its November 6, 2013 meeting.

Summary

Budget Information

Expenditure Type

Publication Information



**Planning Commission
Case Fact Sheet**

Names of Applicant: Corey Smith, Executive Holdings

Address of Property:	Tax Parcels/Ward:	PPIN:	Ward:
105 S. 20th Ave.	028P-08-059.00	(16436)	4
	028P-08-060.00	(16437)	4
	028P-08-065.00	(16438)	4
	028P-08-064.00	(16441)	4

Requests: **Rezoning, Use Permit on Review, and Variances**

Purpose of Request: To consider an application for a **Rezoning** of the existing **R-1B Single Family Residential District, B-1 Professional Business District, and B-3 Community Business District**. This rezoning if approved will result in a change or shift of the district boundaries on a "split zoned" property. In addition, **(4) Variances** for Front Yard Setback, Buffer Yard, Sign Setback, and Green Space Right-of-Way Requirements and a **Use Permit on Review** for off-site parking are requested.

Applicant Summary: We are requesting the proposed rezoning lines as part of a total plan to allow practical new development along Hardy Street frontage while saving the historic home on site, as well as maintaining visibility of the historic home from Hardy Street. The proposed layout leaves options to re-purpose the historical home for use as a possible neighborhood community center, boutique, retail store, restaurant, or professional office space.

Applicable Regulations: *Property is split zoned B-3 Community Business District, B-1 Professional Business District, and R-1B Single Family Residential District.*

SECTION 53 **R-1B SINGLE FAMILY RESIDENTIAL DISTRICT**

53.01 General Description - The principal use is for single-family dwellings and related recreational, religious, and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

SECTION 58

B-1 PROFESSIONAL BUSINESS DISTRICT

58.01 General Description - The purpose of this business district is to provide areas for professional and business offices and related activities that require separate buildings and building groups surrounded by landscaped yards and open areas. The intent is to provide compact locations for business offices, medical and dental offices, as well as suburban locations near residential neighborhoods.

SECTION 60

B-3 COMMUNITY BUSINESS DISTRICT

60.01 General Description - This business district is intended for the conduct of personal and business services and retail business of the community. Traffic generated by the uses will be primarily passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery of retail goods.

Present Zoning: Split Zoned, R-1B Single Family Residential District, B-1 Professional Business District, and B-3 Community Business District.

Present Use: A vacant historical home is presently situated on the lot of approximately 5.5 acres.

**Surrounding Land
Use and Zoning:**

North: B-3 Community Business District & Commercial
South: R-1B Single-Family Residential District & Residential / School
East: R-1B Single-Family Residential District & Residential B-1 Professional Business District & Office / Residential B-3 Community Business District & Commercial
West: R-1B Single-Family Residential District & Residential B-1 Professional Business District & Office / Residential B-3 Community Business District & Commercial / Office

Future Land Use Plan:

The subject parcels are shown in the 2008 Future Land Use Map as being split between two different land use districts which are described below.

District Overview: **The Neighborhood Business District** is primarily a residential district located along the city's collector, minor arterial, and certain local streets. In this district, certain residential and low-intensity business uses may be found that exhibit development patterns that complement the residential, pedestrian-oriented character of surrounding neighborhoods.

District Characteristics: The characteristics of this district include the following: moderate-density single-family residences and certain two-family and multi-family uses; mixed-use buildings and developments; smaller, lower-intensity business developments that provide services to the neighborhood and community; and less-intensive commercial uses than are found in the Community Business District. Site development standards should include maximum building sizes, maximum residential densities, minimum and maximum building setbacks, building and site design elements, and provisions for pedestrian comfort and accessibility.

District Land Uses: The following land uses should be found in this district: single-family residential uses; two-family and multi-family residences, subject to use, density, and design guidelines; public and quasi-public uses, such as general indoor retail, specialty retail, service and office land uses that do not require the outdoor storage of goods or equipment.

District Overview: **This Neighborhood Conservation District 1** is primarily a residential district located in conventional subdivisions. In this district, large tracts of land were platted as single-family residential neighborhoods. Other than schools and churches, non-residential land uses are not typically found in these districts.

District Characteristics: The characteristics of this district include the following: low-density or moderate-density single-family residences; building lots with front and side yards with standard depths; and a lower overall density of development than downtown or historic neighborhoods.

District Land Uses: The following land uses should be found in this district: single-family residential uses; public and quasi-public uses, such as churches and schools; small neighborhood parks and tot lots.

**Most Nearly
Bounded By (streets):**

This parcel is bounded by Hardy Street to the north. South 20th Avenue bounds the eastern side of the parcel and South 21st Avenue is the nearest street to the west. The southern portion of

the parcel abuts O'Ferrall Street.

Adverse Influences:

The proposed development will remove open space along Hardy Street and replace it with more impervious surface cover.

The proposed use has a higher intensity and is located within close proximity to an elementary school and residential areas.

The commercial development will increase traffic volumes on South 20th Avenue and nearby streets.

The development will likely negatively impact the historic structure on the site by obstructing the view of it.

Positive Influences:

The project could increase economic development along Hardy Street and spur additional activity.

The project should encourage the renovation of a long derelict historic building on a heavily used public thoroughfare. Without this project the building could continue to decline to a point beyond repair.

The development represents infill on an underutilized lot inside the city rather than contributing to suburban sprawl.

The applicant has submitted multiple plans and revisions to address concerns of the Historic Conservation Commission.

The Historic Conservation Commission has approved the site plan or layout to save the existing structure. Additional reviews will occur related to the design of the building.

**Letters or
Concerns stated:**

The Planning Division Office has not received any letters or other written communications relative to this case, as of November 1, 2013.

**Rezoning – Comments &
Recommendations:**

The applicant is requesting that the parcel, which is currently split zoned, have its split zones reoriented. The main most dramatic change will be upzoning a large portion of B-1 to B-3.

The depth of the B-3 zoning is proposed to increase from 145 feet to 321 feet. The larger footprint of the B-3 district will allow the developer to increase the use of the property.

This site is currently occupied by a historic single family house constructed around 1930.

In an effort to maintain the visibility of the historic home on the site, the B-3 designation provides greater flexibility to the developer.

A Dollar General is located within close proximity to the parcel to the north east, and along Hardy Street to the west there has been additional strip development (Firehouse Subs, The Oak Barrel, McAlisters Deli). These developments represent a degree of change in neighborhood character.

Increasing use intensity to the south of property may cause conflicts with the single family residential and nearby elementary school.

While the B-1 zoning designation is more neighborhood friendly, it could be a limiting factor for the development of the site and a reason the property has been vacant for an extended period of time.

While the "low intensity" zoning for the site may be preferred by neighboring residents, single family residential on the back portion (near the school) is not highly probable due to school traffic and noise.

With the exception of continued growth of the school and development along Hardy Street there has been little neighborhood change along the southern portion of the project area.

Rezoning - Basis for Approval:

1. Change in neighborhood character based on current development activities along Hardy Street and continued growth of the FB Woodley Elementary school.
2. Public need to encourage the re-use of the vacant structure at the site and to encourage more economic activity within areas meant for support business.

Rezoning - Options:

Recommend approval or denial of the request for Rezoning and redistributing the R1-B Single Family Residential, B-1 Professional Business, and B-3 Community Business Districts for the subject parcels 028P-08-059.00 (16436), 028P-08-060.00 (16437), 028P-08-065.00 (16438), and 028P-08-064.00 (16441) as referenced by legal descriptions provided by the applicant and included in the Public Notice.

Variance – Comments & Recommendations:

The **front yard setback variance** accommodates the Historical Conservation Commission, City Engineer, and Planning Staff recommendations.

Pulling the building closer to Hardy Street allows for parking to be placed beside and behind the building. In addition, it preserves the historic building and the view of it from Hardy Street.

The reduced setback provides a more urban presence as opposed to suburban.

The **buffer yard requirements variance** allows for easier development of the entire site.

The variance enhances connectivity, both vehicular and pedestrian, on the parcel and reduces the need for multiple curb cuts or access points. (Historic building and Family Dollar could use the same frontage)

The variance will not apply to zones bordering abutting neighboring parcels.

The **Green Space Adjacent to Right-of-Way variance** compliments the reduced front yard setback. This variance allows the building to be constructed closer to Hardy Street and include wider pedestrian ways on the parcel.

The **sign setback variance** allows for a monument sign to be placed within five (5) feet of the right-of-way.

The sign must also be a monument sign and must have approval from the Historic Conservation Commission.

Variance - Basis for Approval:

1. The granting of the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.
2. The strict application of the Land Development Code regulations would result in peculiar and exceptional practical difficulties to or exceptional and undue hardship upon the owner of such property.
3. Granting of this variance will be in harmony with the general purpose and intent of the Land Development Code, and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

4. The special conditions and circumstances do not result from the actions of the applicant.

Variance - Options:

Recommend approval or denial of the request for the following variances:

Front yard setback variance along the north property line of twenty (20) feet of the requirements of Article 3, Section 60.04 (1);

A request for a variance for no (zero (0) foot) **buffer yard** requirements between areas described below having different zoning designations as specified in Article 3, Section 78.03;

Green space adjacent to public right-of-way variance of ten (10) feet of the requirements of Article 3, Section 78.04 (1); and

A monument sign with a front setback of five (5) feet of the requirement of Article 3, Section 95.10 (2) E.

Use Permit – Comments & Recommendations:

The applicant is requesting a “Use Permit on Review” for parking off-site on other parcels and/or in other zoning districts as detailed in Article 3, Section 89.09.

The proposed site will be subdivided into multiple parcels with different owners. The Use Permits on Review will allow the tenants to share parking among the various sites.

This proposed use permit should promote connectivity and a more efficient use of the property.

Use Permit - Basis for Approval:

1. The need to preserve and encourage the stability of the Hattiesburg business community.

Use Permit - Options:

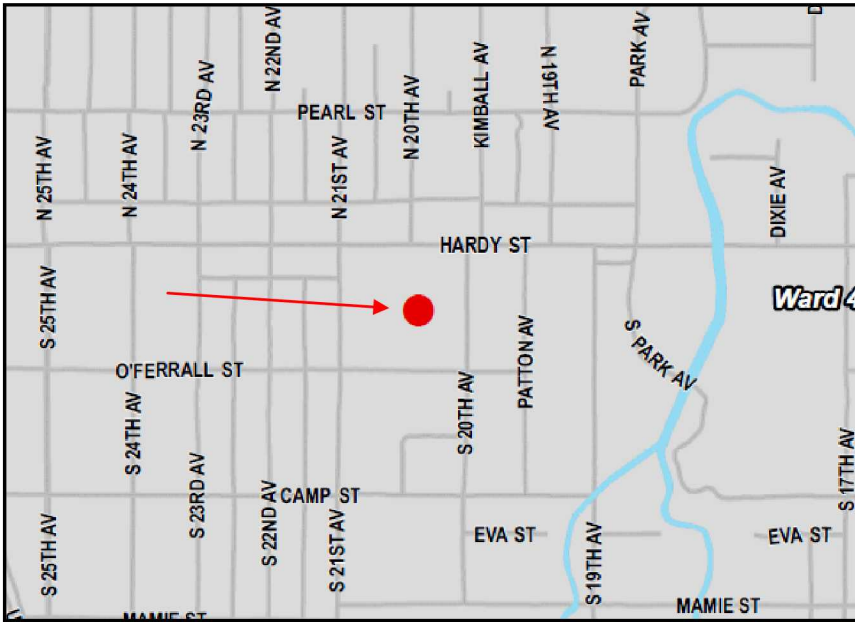
Recommend approval or denial of the request for a **use permit for off-site parking** for the subject parcels 028P-08-059.00 (16436), 028P-08-060.00 (16437), 028P-08-065.00 (16438), and 028P-08-064.00 (16441).

SUBJECT PARCEL:

Hardy Street and 20th St / Corey Smith

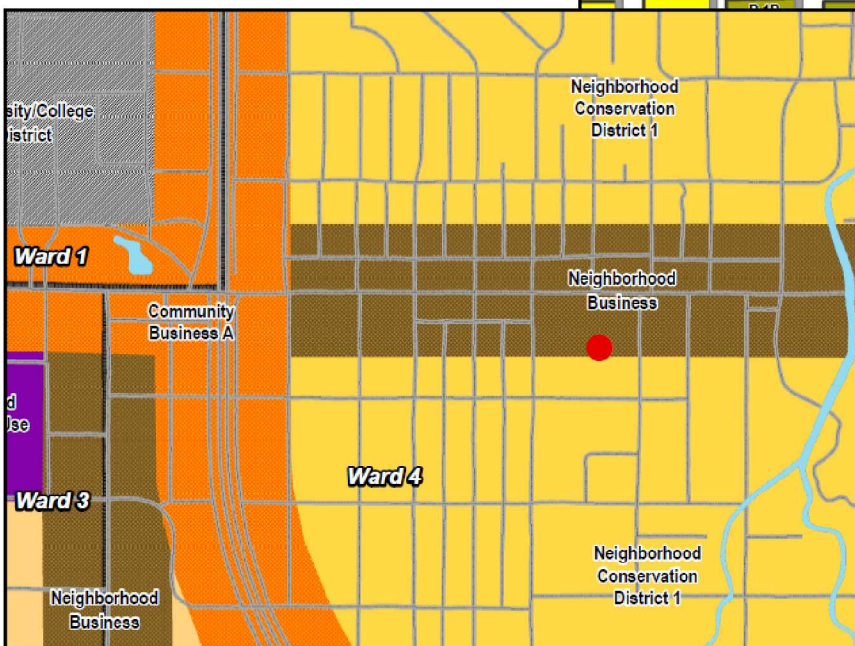
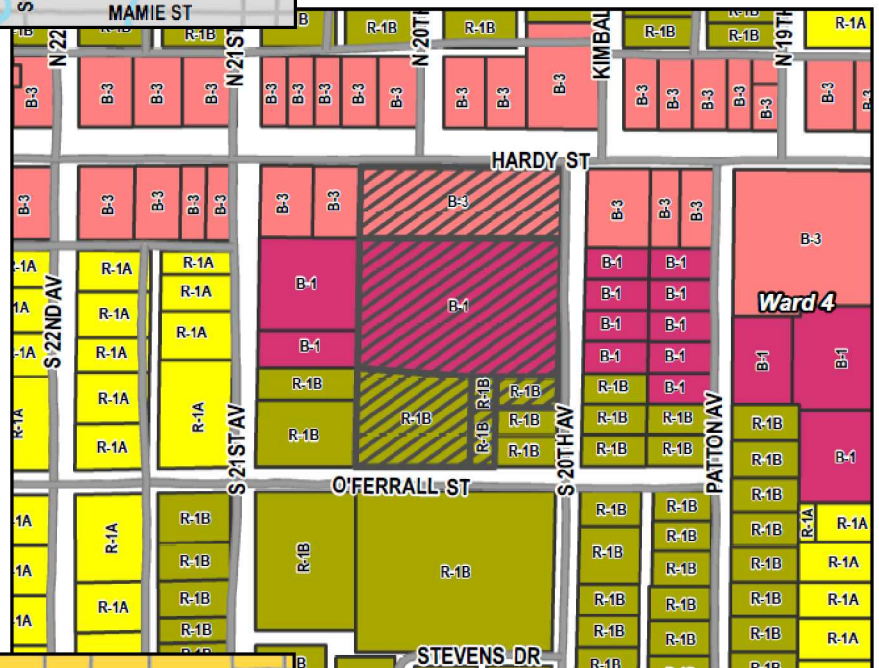
The site is currently a large lot (5.5 acres) that is split zoned (R-1B, B-1, and B-3). A historic residence and undeveloped open space are currently present. The applicant has requested a Rezoning, multiple Variances, and a Use Permit on Review to develop a Family Dollar Store along Hardy Street while leaving the historic structure intact.





The Subject Site is located on the SW corner of the Hardy Street and South 20th Avenue intersection.

The parcel is split zoned into R1-B, B-1, and B-3 districts and encompasses more than half of an entire city block.



The parcel is located on a city block that is divided by two districts of the Comprehensive Plans the Future Land Use Map; the Neighborhood Business District that runs the length of Hardy Street and a Neighborhood Conservation District 1.

NORTH OF PROPERTY

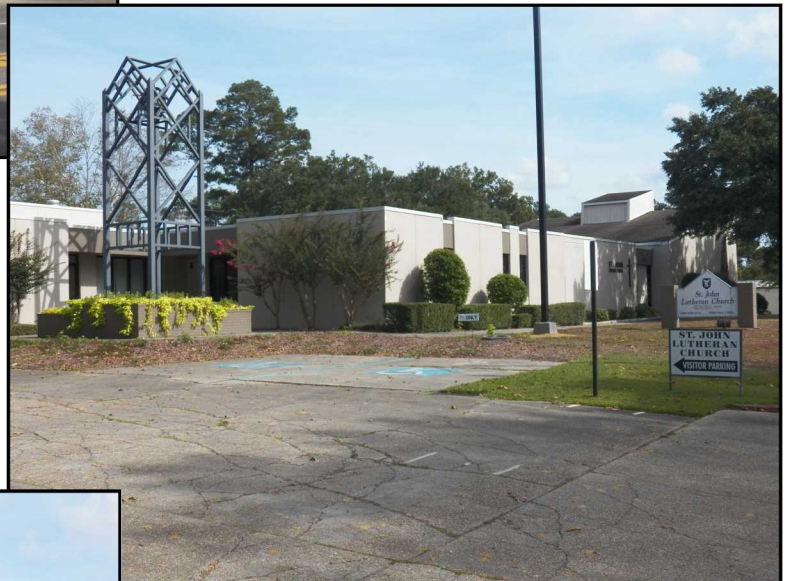
Professional Offices are across Hardy Street.



Pastry Shop across Hardy Street.



Community Church across Hardy Street.



Dollar General is located northeast of the property.



EAST OF PROPERTY

Mini mall located on opposing side of S. 20th Street zoned B-3.



Professional office across 20th Street zoned B-1.

Residential lots zoned B-1 and R-1B.



SOUTH OF PROPERTY

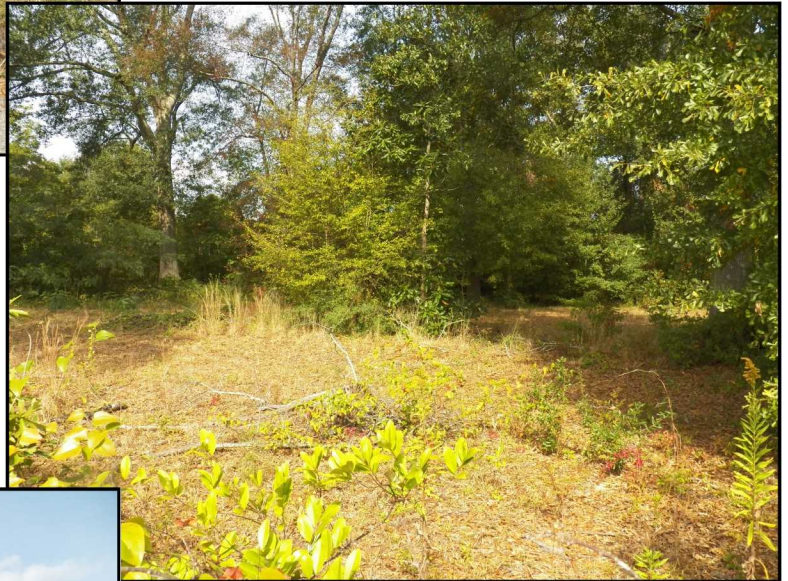
Two residential lots are located on the SW corner of the subject block and zoned R-1B. along 20th Street.



An empty lot zoned R-1B is a part of the property.



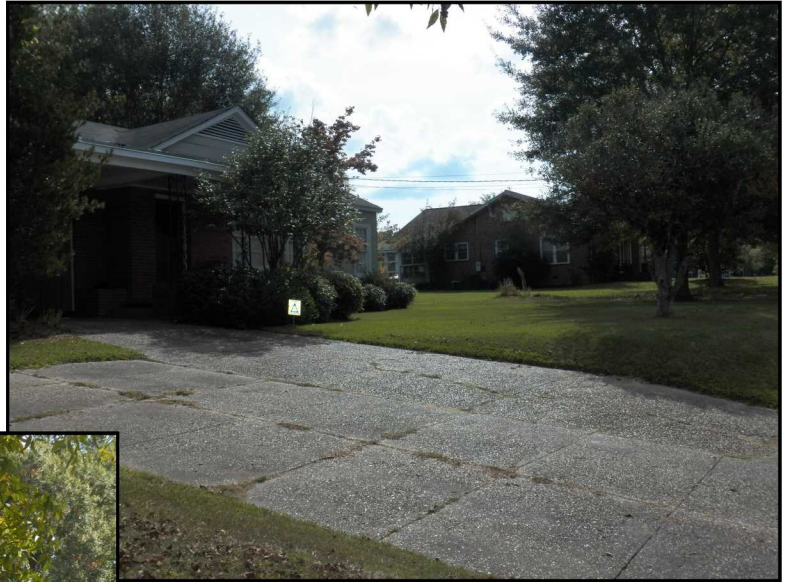
View from O'Farrell Street into the southern portion of the property.



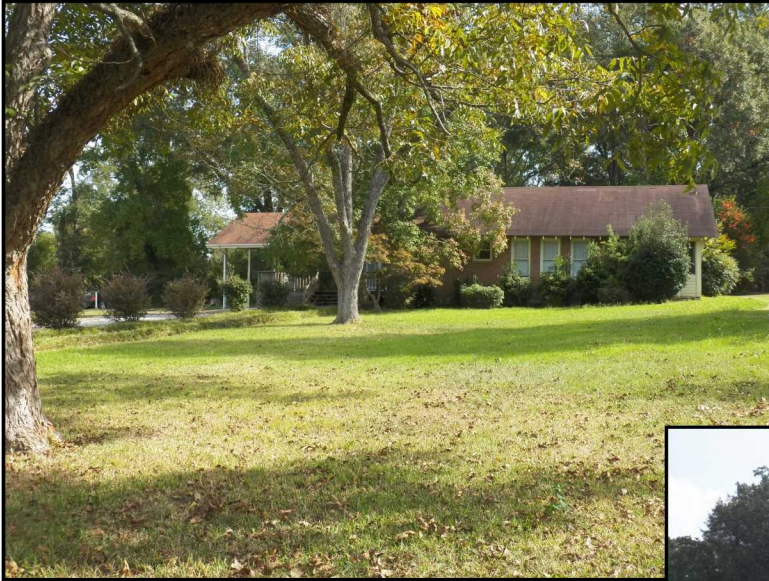
An elementary school sits on the opposite side of O'Farrell Street from the property.

WEST OF PROPERTY

Residential structure fronting 21st Street
zoned R-1B.



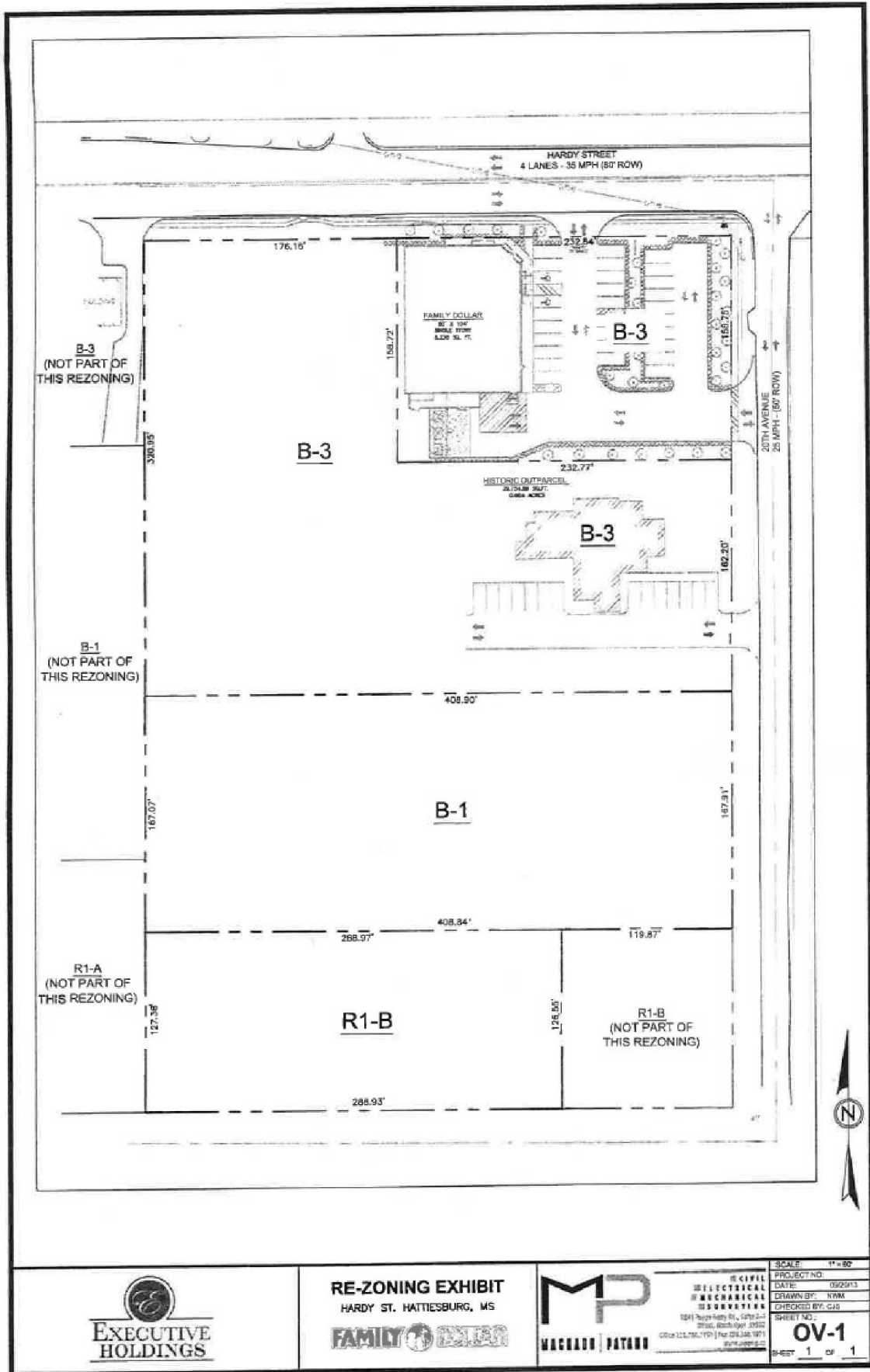
Residential structure fronting 21st Street
zoned R-1B.

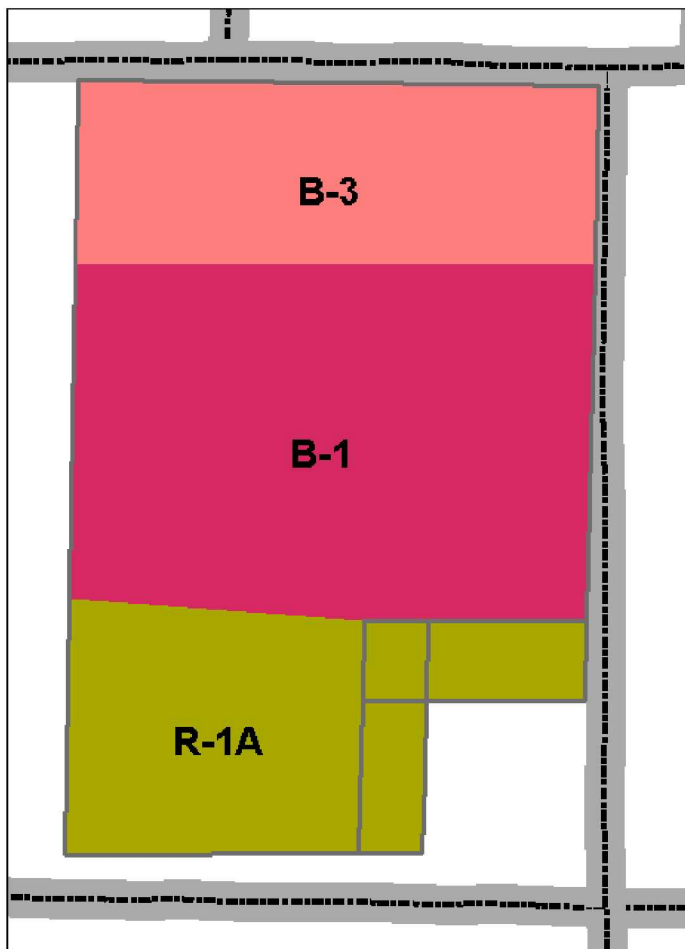
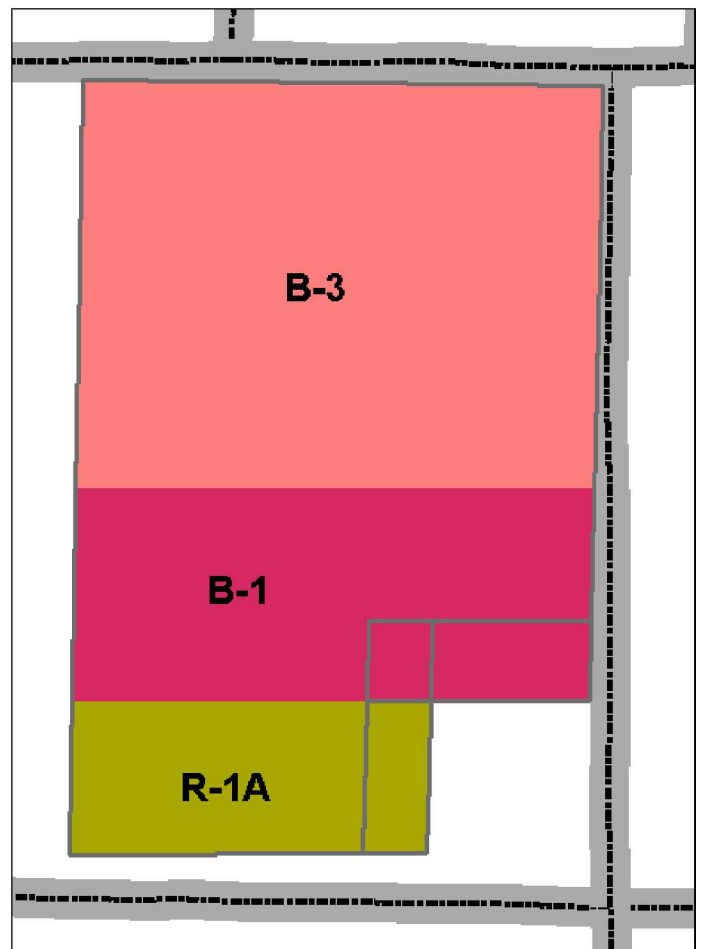


Dentist's office fronting 21st Street and zoned
B-1.



Office building fronting Hardy Street and
zoned B-3.



Current Split Zoning Distribution**Proposed Split Zoning Distribution**

This graphic is not to scale and is clearly a informative tool rather than an exact representation of the zoning changes being made to the properties at Hardy St and 20th Ave.

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
November 6, 2013**

The Hattiesburg Planning Commission did meet in a regular session on November 6, 2013 at 12:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Joseph White, Vice-Chairman
Linda McMurtrey (arrived at 12:10)
Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton

Commissioners Absent: Dick Conville, Chariman
Judy Corts
Annie Pope

Also Present: Pattie Brantley, Director of Urban Development
Donovan Scruggs, Planning Manager
Ginger Maddox, Planner

Joe White, Vice-Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session at 12:00 P.M.

INVOCATION John Blanks gave the invocation.

AGENDA REVIEW

There came the matter of the November 2013 Agenda. Donovan Scruggs indicated that item 3 on the Agenda should read “October Meeting” for minutes approval and not “August Meeting.” A request was made by Vice-Chairman White for a motion to Approve or Deny the November 2013 Agenda as amended. A motion was made by Commissioner McClesky to Approve the November 2013 Agenda as amended and Seconded by Commissioner Horton.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the October 2, 2013 minutes. A motion was made by Commissioner Blanks and seconded by Commissioner Martin to approve the minutes as presented.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

ENGINEERING REPORT

There came the matter of the Engineering Report. No report was submitted.

BUILDING INSPECTION REPORT

There came the matter of the Building Inspection Report. No report was submitted.

PLANNING REPORT

There came the matter of the Planning Report. Planning Manager, Donovan Scruggs, informed the Commission that the APA Conference would be hosted in Hattiesburg and begins at 2:00 that afternoon. He mentioned training for commissioners on Friday. He updated the commissioners on the actions of the City Council relative to last month’s actions, noting that the approval of the “tow yard” application was approved with a 3-2 vote.

CHAIRMAN REPORT

There came the matter of the Chairman’s Report. No Report was submitted.

PUBLIC HEARING

Vice-Chairman White declared the Public Hearing open at 12:10 P.M. and explained the rules and procedures of the hearing.

There came the matter of Item A: Twin Fork Rising Master Plan, Phase 2, (amendment to Comprehensive Plan). The item was introduced by Donovan Scruggs, who gave the background of the plan and that it would represent an amendment to the Comprehensive Plan. He introduced Chris Baker, of Thompson Engineering who gave additional details of the Plan.

	Name	Address	City/State
<u>Presented by:</u>	Chris Baker	Thompson Engineering	Mobile, AL
<u>Proponents:</u>	Deborah Delgado	Council-woman Ward 2	
<u>Opponents:</u>	None		

Vice-Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Don McClesky made a motion to approve the adoption of the Twin Fork Rising Master Plan, Phase 2, and the amendment to the Comprehensive Plan of the City of Hattiesburg in that the plan builds on the Comprehensive Plan for orderly and sustainable growth

within the project area. The motion was seconded by Jessie Wilson. The vote to adopt the amendment is detailed below:

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B.1 (Use Permit) and Item B.2 (Front Yard Setback Variance) for Donna Watts. Donovan Scruggs presented the case and the reason for the requests which included a “Use Permit on Review” for a single family residence in a B-5 Regional Business District and a variance of 30 feet to allow a front yard setback of zero feet. The parcel number is 029J-10-359.00 (PPIN 15650). Ms. Watts explained her intentions.

	Name	Address	City/State
<u>Presented by:</u>	Donna Watt	221 Mobile Street	Hattiesburg
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Vice-Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Don McClesky made a motion to approve Item B for a “Use Permit on Review” for a single family residence located in the B-5 (Regional Business) District based on the need to conserve and protect Hattiesburg’s physical infrastructure. The motion was seconded by Eric Martin. The vote to approve the variance is detailed below:

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

There was a motion to approve the front yard variance of Item B.2, to allow the zero front yard setback made by Don McClesky. He stated the basis for his motion is the special circumstances that exists are not a result from actions of the applicant. The motion was seconded by Jessie Wilson.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item C, (variance), submitted by Larry Albert, Petitioner, for a rear yard variance of 18 feet from the 25’ setback requirement. The variance would allow construction to a point seven feet from the rear property line for a parcel located at 212 South 22nd Street (Parcel # 28O-08-051.00, PPIN # 16624, Ward 4). Donovan Scruggs gave the report on the matter.

	Name	Address	City/State
<u>Presented by:</u>	Larry Albert	212 S 22 nd Ave	Hattiesburg
<u>Proponents:</u>	Patti Mowery (PNA)	2324 Adeline St.	Hattiesburg
<u>Opponents:</u>	None		

Vice-Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Eric Martin made a motion to approve the variance of 18 feet from the front yard setback requirements based on the action being in harmony with the general purpose and intent of the Land Development Code and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item D for the (D.1) rezoning, (D.2.) variances, and (D.3) use permit on review of property located at 105 South 20th Avenue and the SW corner of Hardy Street and South 20th Avenue. The petition was submitted by Corey Smith on behalf of Bennett York. The item was introduced by Donovan Scruggs, who gave the background of the plan that has involved review by City staff, Site Plan Review Committee, and Historic Conservation Commission. Corey Smith provided information about the efforts made to meet the various requests of the City and neighborhood association. Glenn Nees of the Parkhaven Neighborhood Association spoke in favor of the site design and efforts of the developer.

	Name	Address	City/State
<u>Presented by:</u>	Corey Smith	Executive Holdings	Picayune
<u>Proponents:</u>	Glenn Nees (PNA)	301 S 22 nd Ave	Hattiesburg
<u>Opponents:</u>	None		

Vice-Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Linda McMurtrey made a motion to approve item **D.1 as the request to rezone** the properties which is adjusting the existing districts within the parcels. She stated the recommendation is based on a public need to encourage the re-use of the vacant structure at the

site and to encourage more economic activity within the areas meant for supporting business. John Blanks seconded the motion.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

Linda McMurtrey made a motion to approve item **D.2 as the request to variances to include no buffer yards between different zoning designation within the subject area (but not including properties outside the area), reduce the front yard setback to five feet for a monument sign, reduce the front yard setback to ten feet, and reduce the green space adjacent to right-of-way along Hardy Street to zero feet.** McMurtrey stated that granting this variance will be in harmony with the general purpose and intent of the Land Development Code and will not be injurious to the neighborhood or otherwise detrimental to the public welfare. Peggy Horton seconded the motion.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

Linda McMurtrey made a motion to approve item **D.3 as the Use Permit on Review for off-site parking** to allow the sharing of parking among the various areas of the site. She stated the recommendation is based on the need to preserve and encourage the stability of the Hattiesburg business community. Jessie Wilson seconded the motion.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

There being no further business, the meeting was adjourned at 1:50 P.M.

Joe White, Vice-Chairman

Donovan Scruggs, Planning Manager



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2013-0752

File ID: 2013-0752

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 11/12/2013

Brief Title: Use Permit on Review for Single Family Residence,
221 Mobile Street

Final Action: 11/19/2013

Minute Book Number: MB2013-344-345

Title:

Approve or Deny a Use Permit on Review for a Single Family Residence at 221 Mobile Street (Parcel ID 029J-10-359.000 and PPIN 15650, Ward 4) as permitted Section 62.03 of the Land Development Code, Regional Business District. The Planning Commission voted 6-0 to recommend approval of this request.

Notes:

Sponsors:

Enactment Date:

Attachments: Staff Summary 221 Mobile St. Final, 221 Mobile St Image Pgs (Donna Watts), November minutes to council

Enactment Number:

Contact:

Meeting Date: 11/19/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/19/2013	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve a Use Permit on Review for a Single Family Residence at 221 Mobile Street (Parcel ID 029J-10-359.000 and PPIN 15650, Ward 4) as permitted Section 62.03 of the Land Development Code, Regional Business District. The Planning Commission voted 6-0 to recommend approval of this request.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2013-0752

Title

Approve or Deny a Use Permit on Review for a Single Family Residence at 221 Mobile Street (Parcel ID 029J-10-359.000 and PPIN 15650, Ward 4) as permitted Section 62.03 of the Land Development Code, Regional Business District. The Planning Commission voted 6-0 to recommend approval of this request.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information



**Planning Commission
Case Fact Sheet**

Names of Applicant: Donna Watts, Owner

Address of Property: 221 Mobile St. **Tax Parcels/Ward:** 029J-10-359.00 **PPIN:** (15650) **Ward:** 4

Request: **Use Permit and Variance**

Purpose of Request: To consider an application for **(1) a Use Permit** that would allow for the construction of a single-family residence that is not a "permitted use" under the current zoning of **B-5 Regional Business District** and **(2) a Variance** for the decrease in the front yard setback requirement of thirty (30) feet (Section 62, Article 62.04) for the **B-5 Regional Business District** to allow a zero (0) foot setback.

Applicant Summary: The purpose of a **Use Permit** is to allow the construction of a single-family residence. The request for a **Variance** from the front yard setback requirement of thirty (30) feet to allow a zero (0) foot is for the newly constructed residence to maintain consistency with surrounding properties.

Applicable Regulations: **SECTION 62 B-5 REGIONAL BUSINESS DISTRICT**

62.01 General Description: This business district is intended for the conduct of personal and business services for the motoring public.

Present Zoning: B-5 Regional Business District

Present Use: The property is currently a vacant lot and slab.

**Surrounding Land
Use and Zoning:**

North: B-5 Regional Business District / B-4 Downtown Business District and commercial / vacant

South: B-4 Downtown Business District and commercial / vacant

East: B-5 Regional Business District and commercial

West: B-5 Regional Business District and commercial / vacant

Future Land Use Plan:

The subject parcel is shown in the 2008 Future Land Use Map as part of a large **Downtown Hattiesburg District** which is described as follows:

District Overview: The Downtown district is the historic central business district. In this district, land uses are promoted that are consistent with the special character and quality befitting the historic center of commerce and public activity. The historic development patterns and building arrangements are promoted and should be reinforced through amendments to the Land Development Code.

District Characteristics: The characteristics of this district include the following: buildings that are constructed to the front property line and share common walls with adjacent buildings; on-street parking areas or shared parking in public lots; mixed land uses, including residential uses, within the same building; a higher percentage of publicly-owned buildings and lands; public parks and small private courtyards and green spaces; and an overall higher density of development.

District Land Uses: The following land uses should be found in this district; various types of retail and service businesses, such as specialty shops and restaurants; anchor businesses, such as grocery stores, that draw residents to the district; public uses, such as city, county, state and federal offices. Public parks and community center; higher density residential uses, including condominiums and second-floor apartment; areas-related businesses, museums and cultural center; and offices and employment centers.

**Most Nearly
Bounded By (streets):**

This parcel is bounded by 2nd Street to the north. Mobile Street is on the west side of the property with Allens Crown and Trophy across from the parcel. A railroad bounds the property on the east side. East Pine is to the south along with Sacks Outdoors business and a public building that contains a Sherriff's office substation.

Adverse Influences:

The single-family residence would be surrounded by business properties and would not be cohesive with the current land use of this district. It is also not consistent with the Future Land Use Plan for the **Downtown Hattiesburg District** which aims to include residence into a mixed land use and higher density residential in contrast to single-family residences.

Positive Influences: The request for a **Variance** on the front yard setback of zero (0) feet would create a streetscape that is consistent with the Future Land Use Plan for the **Downtown Hattiesburg District** which states that the district's characteristics to include buildings to be constructed to the front property line.

There will be investment and activity on a vacant lot that is surrounded by vacant buildings and lots.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case, as of October 24, 2013. There are no letters of approval/denial from any of the adjoining property owners.

Comments: **Use Permit:**
The applicant is requesting a **Use Permit** that would allow for the construction of a single-family residence in a current zoned **B-5 Regional Business District**.

The B-5 zoning designation is most closely related to Highway 98 and more regional commercial areas west of Highway 49.

The project area will likely be considered for a downtown zoning designation with the Land Development Code Update.

While the use of the building (single family) may not be consistent with the surrounding uses and zoning, the "form" of the building is consistent with the other buildings in the area.

Recent activity in the area includes Southern Prohibition and the Aldersgate Mission Expansion. Southern Prohibition includes a "live/work" residential unit.

No single family residential activity has occurred in the immediate area, but the apartments of the America and Carter buildings have created residential units downtown.

Investment at this site could lead to additional investments in the area.

Variance:
The applicant is requesting a **Variance** on the front yard setback requirement of thirty (30) feet for the **B-5 Regional Business District** be reduced to zero (0) feet.

The lot is a triangle and the irregular shape makes construction difficult for this site.

To maintain the harmony of the street, a zero setback would allow the new building to match the nearby structures.

Basis for Approval: Use Permit on Review

1. The need to preserve and encourage the stability of the Hattiesburg business community.
2. The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.
3. The need to conserve and protect Hattiesburg's physical infrastructure.

Options: Recommend approval or denial of the request for a Use Permit on Review for a Single Family Residence within the B-5 Regional Business District.

Basis for Approval: Variance

1. The special conditions and circumstances do not result from the actions of the applicant.
2. The strict application of the Land Development Code regulations would result in peculiar and exceptional practical difficulties to or exceptional and undue hardship upon the owner of such property.
3. Granting of this variance will be in harmony with the general purpose and intent of the Land Development Code, and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
4. The granting of the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

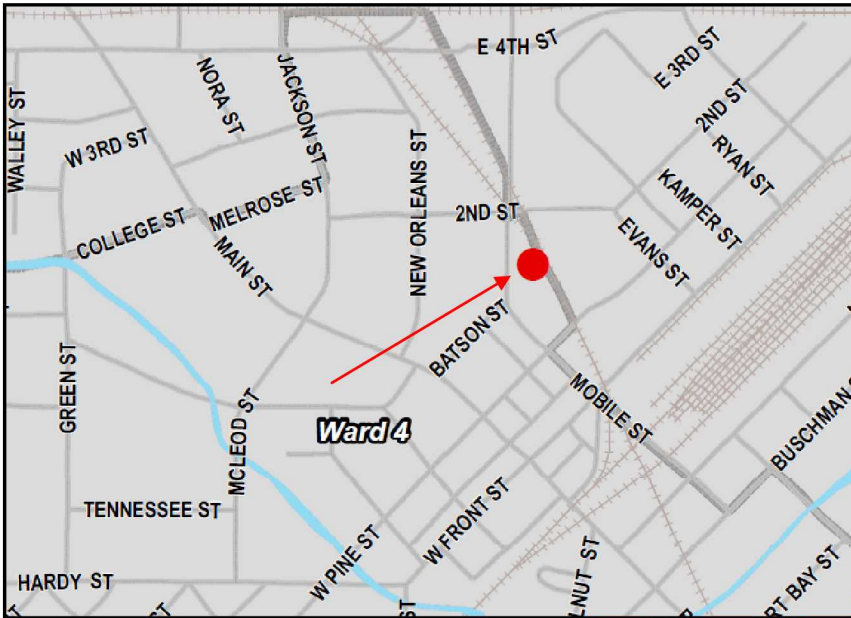
Options: Recommend approval or denial of the request for a Variance of thirty (30) feet for a zero (0) foot front yard setback.

SUBJECT PARCEL:

221 Mobile Street / Donna Watts

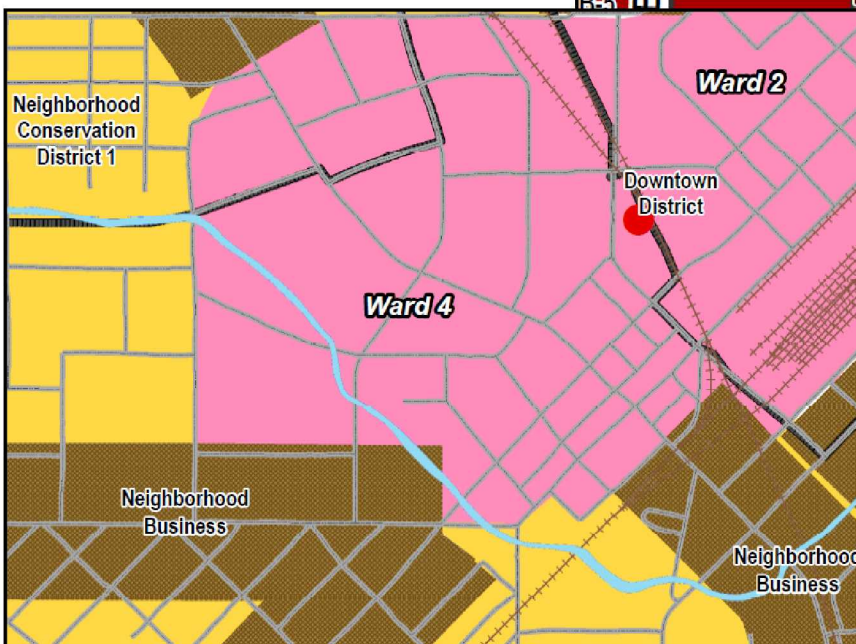
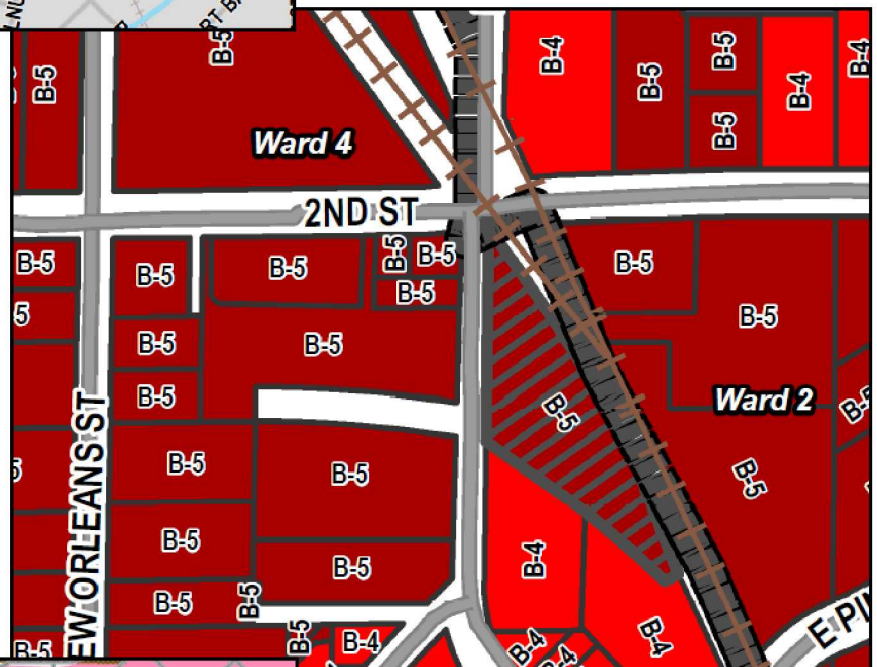
The site is currently vacant with a concrete slab present. The request for a “Use Permit on Review” in a B-5 Regional Business District would allow for a residential structure to be placed on this currently vacant lot. A front setback variance of zero (0) feet will align the front of the building with adjacent structures.





The Subject Site is located in the Southeast corner of Mobile and 2nd Streets. The area is a mix of B-4 and B-5 zones, but situated in an urban, compact area.

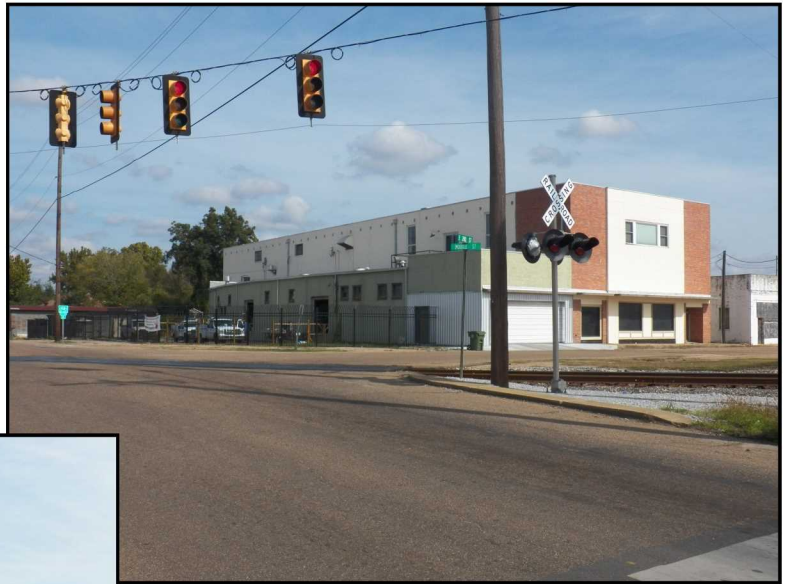
The lot is triangular in shape and is currently vacant with only a cement slab present.



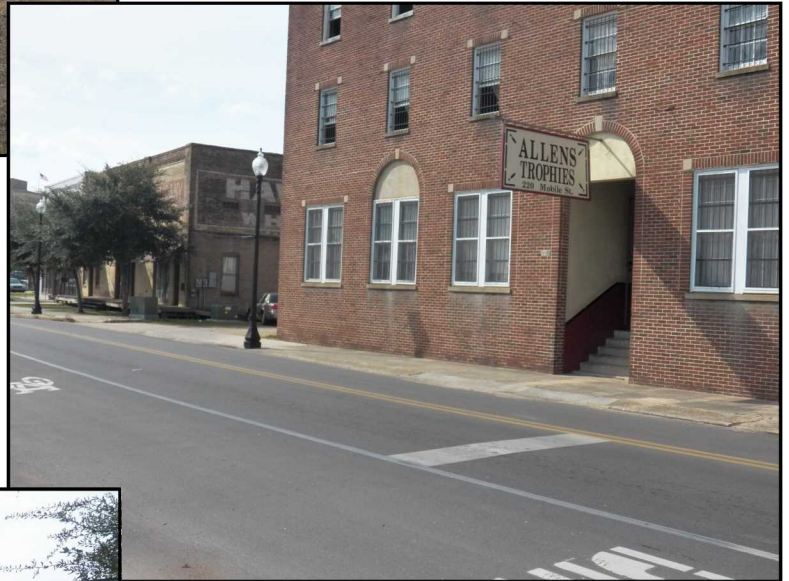
The property is located within the Downtown District of the Comprehensive Plans Future Land Use Map.

SURROUNDING AREA

Northern Direction: Southern Prohibition Brewing is across the train tracks and 2nd Street.



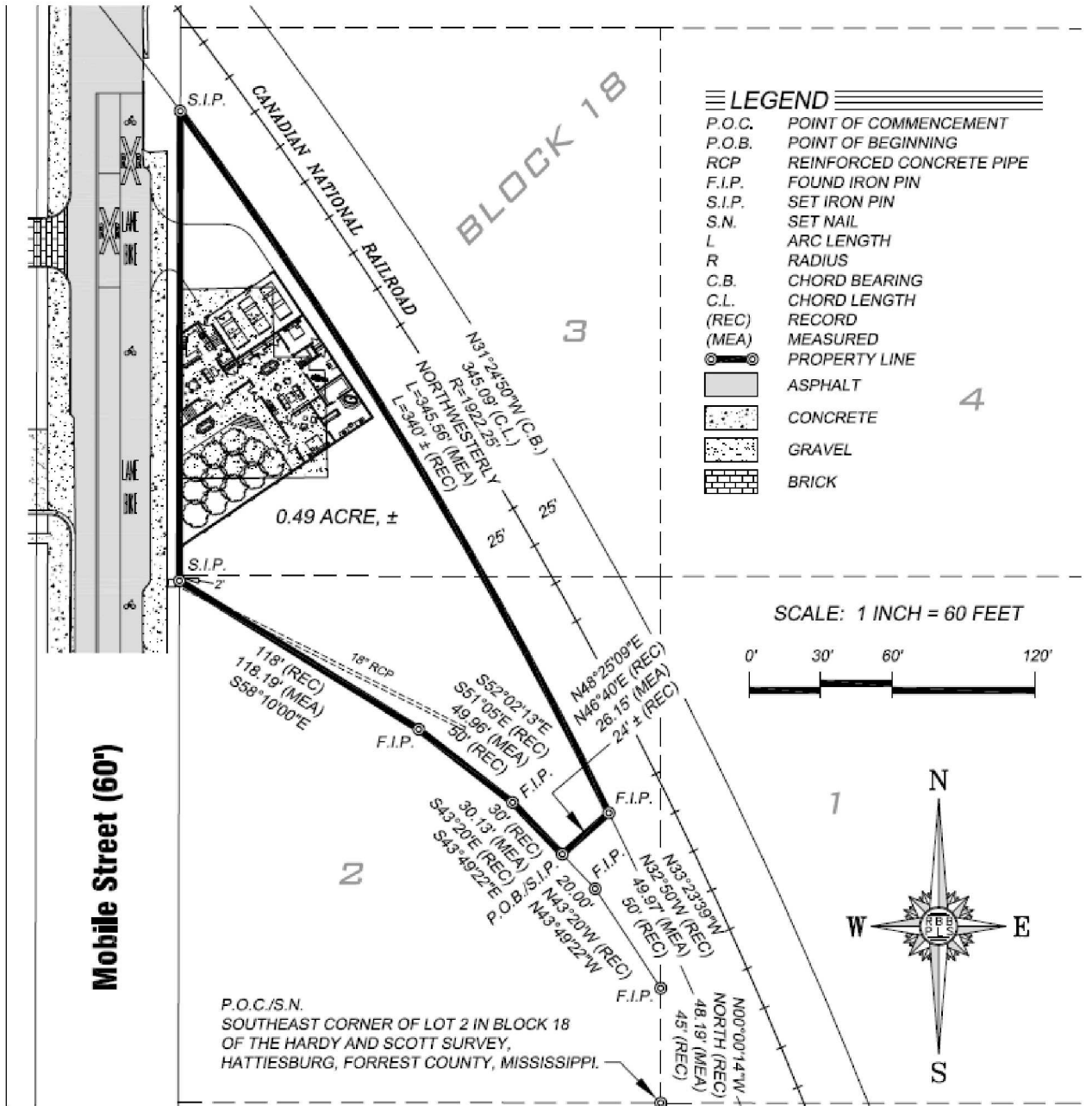
Eastern Direction: Bargains and Blessings is across the train tracks to the east.

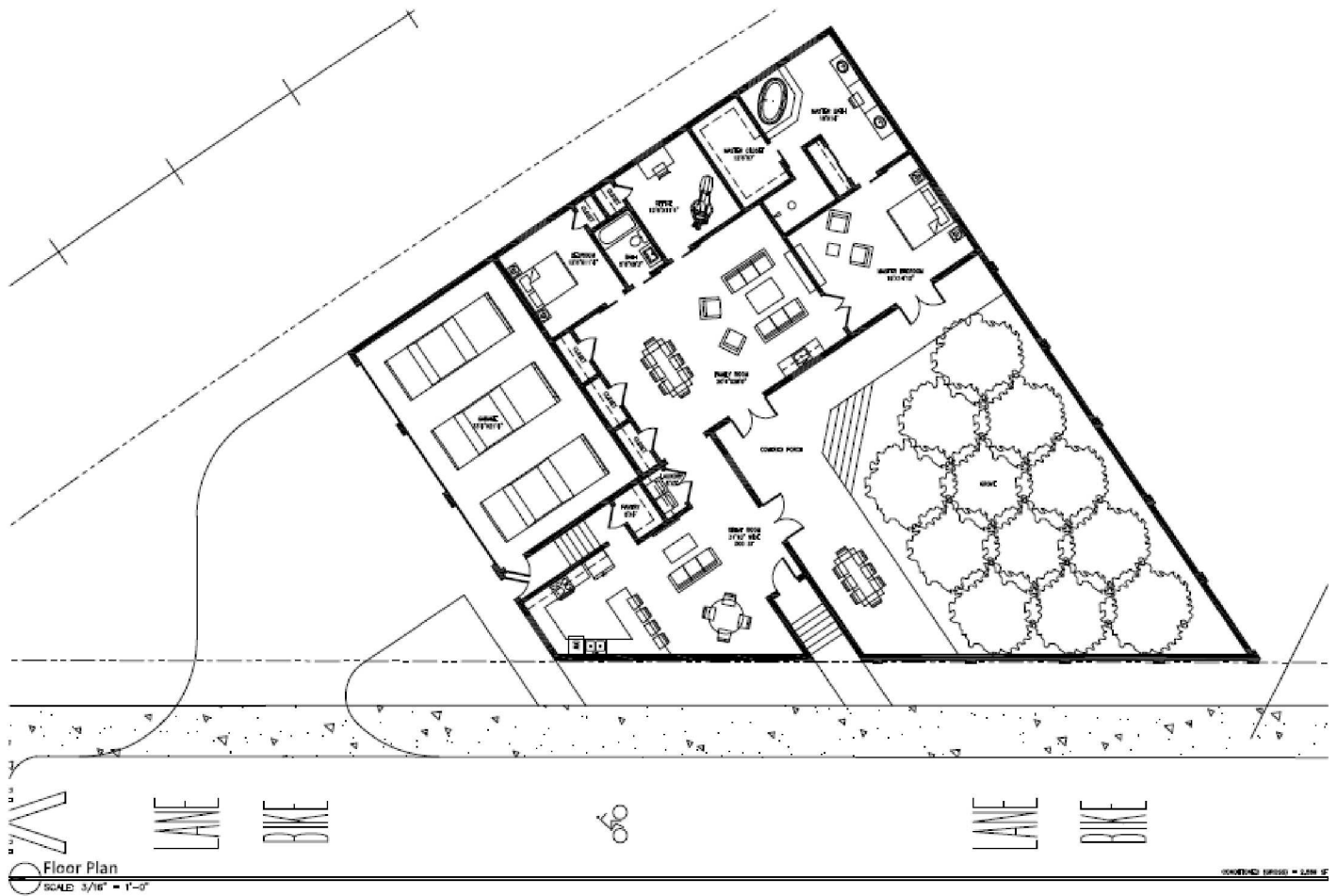


Western Direction: On the opposite side of Mobile Street is Allens Trophies as well as a some vacant buildings and lots.



Southern Direction: To the south is a dilapidated structure that contains a vacant building, pawn shop, and a gutted store.





**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
November 6, 2013**

The Hattiesburg Planning Commission did meet in a regular session on November 6, 2013 at 12:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Joseph White, Vice-Chairman
Linda McMurtrey (arrived at 12:10)
Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton

Commissioners Absent: Dick Conville, Chariman
Judy Corts
Annie Pope

Also Present: Pattie Brantley, Director of Urban Development
Donovan Scruggs, Planning Manager
Ginger Maddox, Planner

Joe White, Vice-Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session at 12:00 P.M.

INVOCATION John Blanks gave the invocation.

AGENDA REVIEW

There came the matter of the November 2013 Agenda. Donovan Scruggs indicated that item 3 on the Agenda should read “October Meeting” for minutes approval and not “August Meeting.” A request was made by Vice-Chairman White for a motion to Approve or Deny the November 2013 Agenda as amended. A motion was made by Commissioner McClesky to Approve the November 2013 Agenda as amended and Seconded by Commissioner Horton.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the October 2, 2013 minutes. A motion was made by Commissioner Blanks and seconded by Commissioner Martin to approve the minutes as presented.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

ENGINEERING REPORT

There came the matter of the Engineering Report. No report was submitted.

BUILDING INSPECTION REPORT

There came the matter of the Building Inspection Report. No report was submitted.

PLANNING REPORT

There came the matter of the Planning Report. Planning Manager, Donovan Scruggs, informed the Commission that the APA Conference would be hosted in Hattiesburg and begins at 2:00 that afternoon. He mentioned training for commissioners on Friday. He updated the commissioners on the actions of the City Council relative to last month’s actions, noting that the approval of the “tow yard” application was approved with a 3-2 vote.

CHAIRMAN REPORT

There came the matter of the Chairman’s Report. No Report was submitted.

PUBLIC HEARING

Vice-Chairman White declared the Public Hearing open at 12:10 P.M. and explained the rules and procedures of the hearing.

There came the matter of Item A: Twin Fork Rising Master Plan, Phase 2, (amendment to Comprehensive Plan). The item was introduced by Donovan Scruggs, who gave the background of the plan and that it would represent an amendment to the Comprehensive Plan. He introduced Chris Baker, of Thompson Engineering who gave additional details of the Plan.

	Name	Address	City/State
<u>Presented by:</u>	Chris Baker	Thompson Engineering	Mobile, AL
<u>Proponents:</u>	Deborah Delgado	Council-woman Ward 2	
<u>Opponents:</u>	None		

Vice-Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Don McClesky made a motion to approve the adoption of the Twin Fork Rising Master Plan, Phase 2, and the amendment to the Comprehensive Plan of the City of Hattiesburg in that the plan builds on the Comprehensive Plan for orderly and sustainable growth

within the project area. The motion was seconded by Jessie Wilson. The vote to adopt the amendment is detailed below:

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B.1 (Use Permit) and Item B.2 (Front Yard Setback Variance) for Donna Watts. Donovan Scruggs presented the case and the reason for the requests which included a “Use Permit on Review” for a single family residence in a B-5 Regional Business District and a variance of 30 feet to allow a front yard setback of zero feet. The parcel number is 029J-10-359.00 (PPIN 15650). Ms. Watts explained her intentions.

	Name	Address	City/State
<u>Presented by:</u>	Donna Watt	221 Mobile Street	Hattiesburg
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Vice-Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Don McClesky made a motion to approve Item B for a “Use Permit on Review” for a single family residence located in the B-5 (Regional Business) District based on the need to conserve and protect Hattiesburg’s physical infrastructure. The motion was seconded by Eric Martin. The vote to approve the variance is detailed below:

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

There was a motion to approve the front yard variance of Item B.2, to allow the zero front yard setback made by Don McClesky. He stated the basis for his motion is the special circumstances that exists are not a result from actions of the applicant. The motion was seconded by Jessie Wilson.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item C, (variance), submitted by Larry Albert, Petitioner, for a rear yard variance of 18 feet from the 25’ setback requirement. The variance would allow construction to a point seven feet from the rear property line for a parcel located at 212 South 22nd Street (Parcel # 28O-08-051.00, PPIN # 16624, Ward 4). Donovan Scruggs gave the report on the matter.

	Name	Address	City/State
<u>Presented by:</u>	Larry Albert	212 S 22 nd Ave	Hattiesburg
<u>Proponents:</u>	Patti Mowery (PNA)	2324 Adeline St.	Hattiesburg
<u>Opponents:</u>	None		

Vice-Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Eric Martin made a motion to approve the variance of 18 feet from the front yard setback requirements based on the action being in harmony with the general purpose and intent of the Land Development Code and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item D for the (D.1) rezoning, (D.2.) variances, and (D.3) use permit on review of property located at 105 South 20th Avenue and the SW corner of Hardy Street and South 20th Avenue. The petition was submitted by Corey Smith on behalf of Bennett York. The item was introduced by Donovan Scruggs, who gave the background of the plan that has involved review by City staff, Site Plan Review Committee, and Historic Conservation Commission. Corey Smith provided information about the efforts made to meet the various requests of the City and neighborhood association. Glenn Nees of the Parkhaven Neighborhood Association spoke in favor of the site design and efforts of the developer.

	Name	Address	City/State
<u>Presented by:</u>	Corey Smith	Executive Holdings	Picayune
<u>Proponents:</u>	Glenn Nees (PNA)	301 S 22 nd Ave	Hattiesburg
<u>Opponents:</u>	None		

Vice-Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Linda McMurtrey made a motion to approve item **D.1 as the request to rezone** the properties which is adjusting the existing districts within the parcels. She stated the recommendation is based on a public need to encourage the re-use of the vacant structure at the

site and to encourage more economic activity within the areas meant for supporting business. John Blanks seconded the motion.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

Linda McMurtrey made a motion to approve item **D.2 as the request to variances to include no buffer yards between different zoning designation within the subject area (but not including properties outside the area), reduce the front yard setback to five feet for a monument sign, reduce the front yard setback to ten feet, and reduce the green space adjacent to right-of-way along Hardy Street to zero feet.** McMurtrey stated that granting this variance will be in harmony with the general purpose and intent of the Land Development Code and will not be injurious to the neighborhood or otherwise detrimental to the public welfare. Peggy Horton seconded the motion.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

Linda McMurtrey made a motion to approve item **D.3 as the Use Permit on Review for off-site parking** to allow the sharing of parking among the various areas of the site. She stated the recommendation is based on the need to preserve and encourage the stability of the Hattiesburg business community. Jessie Wilson seconded the motion.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

There being no further business, the meeting was adjourned at 1:50 P.M.

Joe White, Vice-Chairman

Donovan Scruggs, Planning Manager



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2013-0753

File ID: 2013-0753

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 11/12/2013

Brief Title: Front Yard Variance for 221 Mobile Street

Final Action: 11/19/2013

Minute Book Number: MB2013-345

Title:

Approve or Deny a petition by Donna Watts for a Front Yard Setback variance of thirty (30) feet as required in Section 62.04 of the Land Development Code, Regional Business District for 221 Mobile Street (Parcel ID 029J-10-359.000 and PPIN 15650). The Planning Commission voted 6-0 to recommend approval at its November 6, 2013 meeting.

Notes:

Sponsors:

Enactment Date:

Attachments: Staff Summary 221 Mobile St. Final, 221 Mobile St Image Pgs (Donna Watts), November minutes to council

Enactment Number:

Contact:

Meeting Date: 11/19/2013

Drafter:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/19/2013	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve a petition by Donna Watts for a Front Yard Setback variance of thirty (30) feet as required in Section 62.04 of the Land Development Code, Regional Business District for 221 Mobile Street (Parcel ID 029J-10-359.000 and PPIN 15650). The Planning Commission voted 6-0 to recommend approval at its November 6, 2013 meeting.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							

Text of Legislative File 2013-0753

Title

Approve or Deny a petition by Donna Watts for a Front Yard Setback variance of thirty (30) feet as required in Section 62.04 of the Land Development Code, Regional Business District for 221 Mobile Street (Parcel ID 029J-10-359.000 and PPIN 15650). The Planning Commission voted 6-0 to recommend approval at its November 6, 2013 meeting.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information



**Planning Commission
Case Fact Sheet**

Names of Applicant: Donna Watts, Owner

Address of Property: 221 Mobile St. **Tax Parcels/Ward:** 029J-10-359.00 **PPIN:** (15650) **Ward:** 4

Request: **Use Permit and Variance**

Purpose of Request: To consider an application for **(1) a Use Permit** that would allow for the construction of a single-family residence that is not a "permitted use" under the current zoning of **B-5 Regional Business District** and **(2) a Variance** for the decrease in the front yard setback requirement of thirty (30) feet (Section 62, Article 62.04) for the **B-5 Regional Business District** to allow a zero (0) foot setback.

Applicant Summary: The purpose of a **Use Permit** is to allow the construction of a single-family residence. The request for a **Variance** from the front yard setback requirement of thirty (30) feet to allow a zero (0) foot is for the newly constructed residence to maintain consistency with surrounding properties.

Applicable Regulations: **SECTION 62 B-5 REGIONAL BUSINESS DISTRICT**

62.01 General Description: This business district is intended for the conduct of personal and business services for the motoring public.

Present Zoning: B-5 Regional Business District

Present Use: The property is currently a vacant lot and slab.

**Surrounding Land
Use and Zoning:**

North: B-5 Regional Business District / B-4 Downtown Business District and commercial / vacant
South: B-4 Downtown Business District and commercial / vacant
East: B-5 Regional Business District and commercial
West: B-5 Regional Business District and commercial / vacant

Future Land Use Plan:

The subject parcel is shown in the 2008 Future Land Use Map as part of a large **Downtown Hattiesburg District** which is described as follows:

District Overview: The Downtown district is the historic central business district. In this district, land uses are promoted that are consistent with the special character and quality befitting the historic center of commerce and public activity. The historic development patterns and building arrangements are promoted and should be reinforced through amendments to the Land Development Code.

District Characteristics: The characteristics of this district include the following: buildings that are constructed to the front property line and share common walls with adjacent buildings; on-street parking areas or shared parking in public lots; mixed land uses, including residential uses, within the same building; a higher percentage of publicly-owned buildings and lands; public parks and small private courtyards and green spaces; and an overall higher density of development.

District Land Uses: The following land uses should be found in this district; various types of retail and service businesses, such as specialty shops and restaurants; anchor businesses, such as grocery stores, that draw residents to the district; public uses, such as city, county, state and federal offices. Public parks and community center; higher density residential uses, including condominiums and second-floor apartment; areas-related businesses, museums and cultural center; and offices and employment centers.

**Most Nearly
Bounded By (streets):**

This parcel is bounded by 2nd Street to the north. Mobile Street is on the west side of the property with Allens Crown and Trophy across from the parcel. A railroad bounds the property on the east side. East Pine is to the south along with Sacks Outdoors business and a public building that contains a Sherriff's office substation.

Adverse Influences:

The single-family residence would be surrounded by business properties and would not be cohesive with the current land use of this district. It is also not consistent with the Future Land Use Plan for the **Downtown Hattiesburg District** which aims to include residence into a mixed land use and higher density residential in contrast to single-family residences.

Positive Influences: The request for a **Variance** on the front yard setback of zero (0) feet would create a streetscape that is consistent with the Future Land Use Plan for the **Downtown Hattiesburg District** which states that the district's characteristics to include buildings to be constructed to the front property line.

There will be investment and activity on a vacant lot that is surrounded by vacant buildings and lots.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case, as of October 24, 2013. There are no letters of approval/denial from any of the adjoining property owners.

Comments: **Use Permit:**
The applicant is requesting a **Use Permit** that would allow for the construction of a single-family residence in a current zoned **B-5 Regional Business District**.

The B-5 zoning designation is most closely related to Highway 98 and more regional commercial areas west of Highway 49.

The project area will likely be considered for a downtown zoning designation with the Land Development Code Update.

While the use of the building (single family) may not be consistent with the surrounding uses and zoning, the "form" of the building is consistent with the other buildings in the area.

Recent activity in the area includes Southern Prohibition and the Aldersgate Mission Expansion. Southern Prohibition includes a "live/work" residential unit.

No single family residential activity has occurred in the immediate area, but the apartments of the America and Carter buildings have created residential units downtown.

Investment at this site could lead to additional investments in the area.

Variance:
The applicant is requesting a **Variance** on the front yard setback requirement of thirty (30) feet for the **B-5 Regional Business District** be reduced to zero (0) feet.

The lot is a triangle and the irregular shape makes construction difficult for this site.

To maintain the harmony of the street, a zero setback would allow the new building to match the nearby structures.

Basis for Approval: Use Permit on Review

1. The need to preserve and encourage the stability of the Hattiesburg business community.
2. The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.
3. The need to conserve and protect Hattiesburg's physical infrastructure.

Options: Recommend approval or denial of the request for a Use Permit on Review for a Single Family Residence within the B-5 Regional Business District.

Basis for Approval: Variance

1. The special conditions and circumstances do not result from the actions of the applicant.
2. The strict application of the Land Development Code regulations would result in peculiar and exceptional practical difficulties to or exceptional and undue hardship upon the owner of such property.
3. Granting of this variance will be in harmony with the general purpose and intent of the Land Development Code, and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
4. The granting of the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

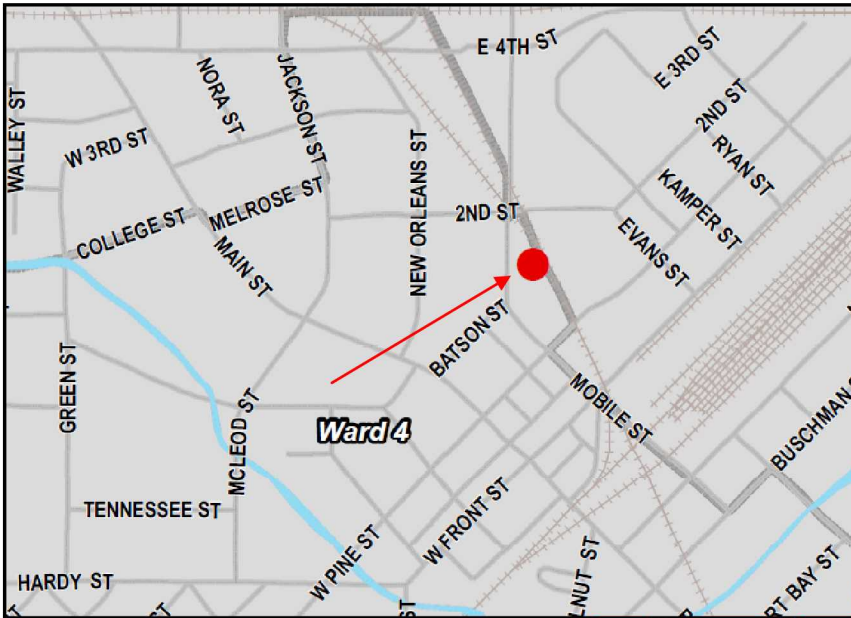
Options: Recommend approval or denial of the request for a Variance of thirty (30) feet for a zero (0) foot front yard setback.

SUBJECT PARCEL:

221 Mobile Street / Donna Watts

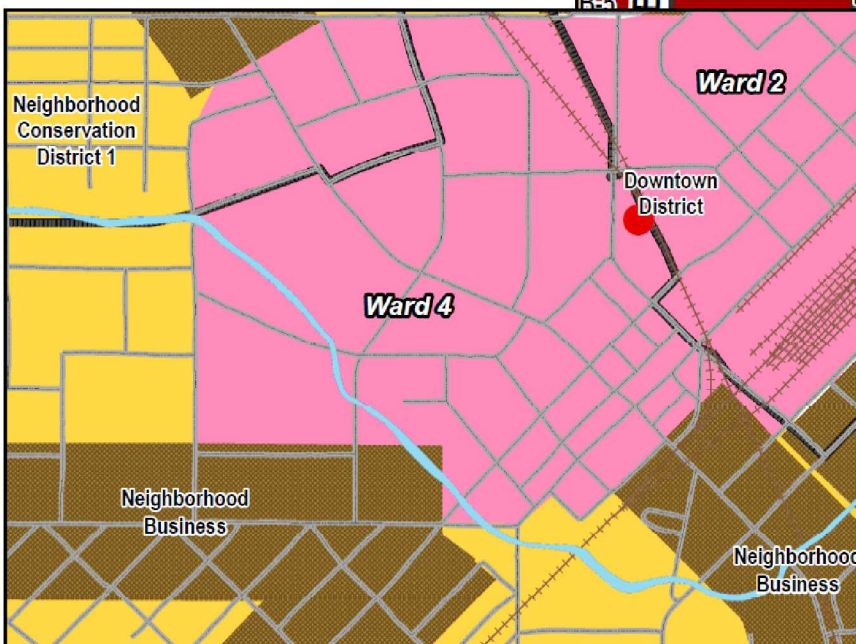
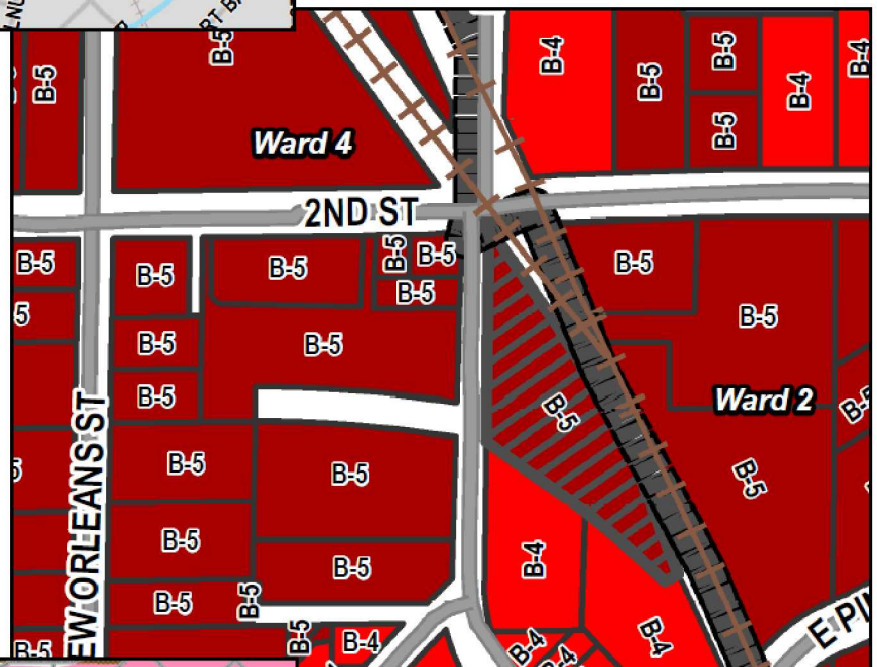
The site is currently vacant with a concrete slab present. The request for a “Use Permit on Review” in a B-5 Regional Business District would allow for a residential structure to be placed on this currently vacant lot. A front setback variance of zero (0) feet will align the front of the building with adjacent structures.





The Subject Site is located in the Southeast corner of Mobile and 2nd Streets. The area is a mix of B-4 and B-5 zones, but situated in an urban, compact area.

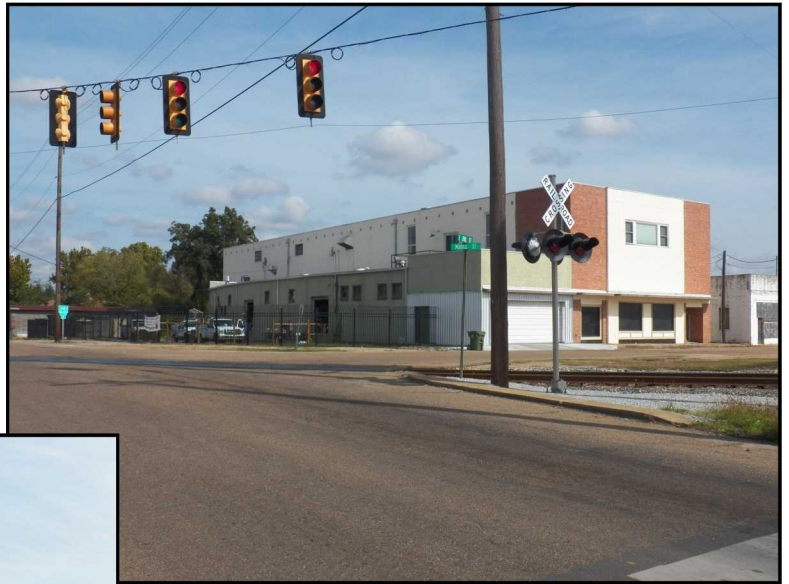
The lot is triangular in shape and is currently vacant with only a cement slab present.



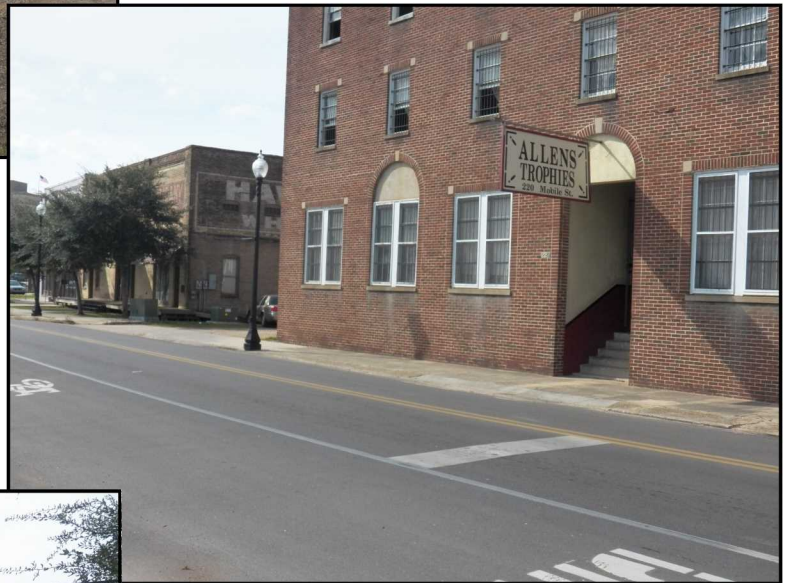
The property is located within the Downtown District of the Comprehensive Plans Future Land Use Map.

SURROUNDING AREA

Northern Direction: Southern Prohibition Brewing is across the train tracks and 2nd Street.



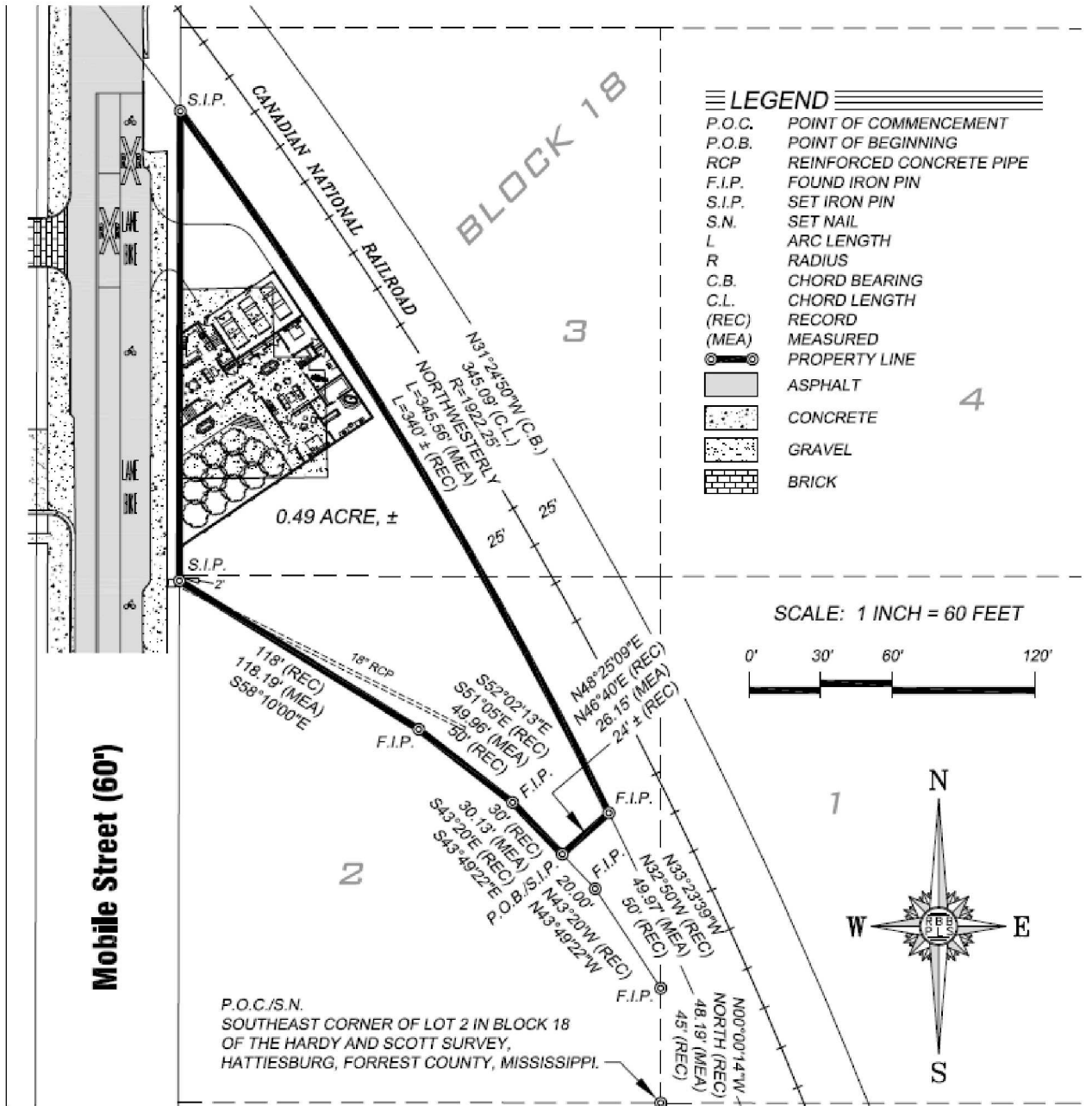
Eastern Direction: Bargains and Blessings is across the train tracks to the east.

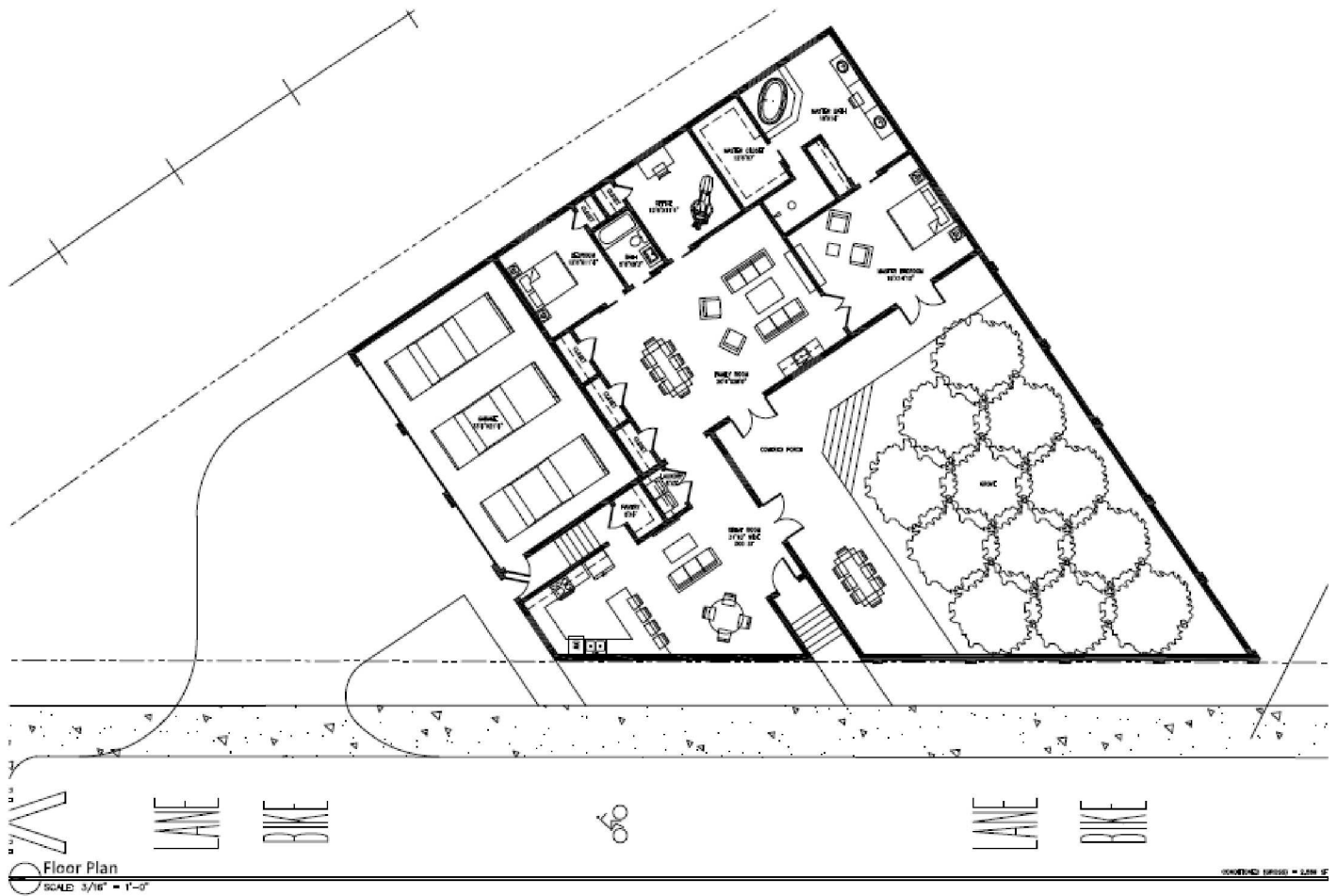


Western Direction: On the opposite side of Mobile Street is Allens Trophies as well as a some vacant buildings and lots.



Southern Direction: To the south is a dilapidated structure that contains a vacant building, pawn shop, and a gutted store.





**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
November 6, 2013**

The Hattiesburg Planning Commission did meet in a regular session on November 6, 2013 at 12:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Joseph White, Vice-Chairman
Linda McMurtrey (arrived at 12:10)
Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton

Commissioners Absent: Dick Conville, Chariman
Judy Corts
Annie Pope

Also Present: Pattie Brantley, Director of Urban Development
Donovan Scruggs, Planning Manager
Ginger Maddox, Planner

Joe White, Vice-Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session at 12:00 P.M.

INVOCATION John Blanks gave the invocation.

AGENDA REVIEW

There came the matter of the November 2013 Agenda. Donovan Scruggs indicated that item 3 on the Agenda should read “October Meeting” for minutes approval and not “August Meeting.” A request was made by Vice-Chairman White for a motion to Approve or Deny the November 2013 Agenda as amended. A motion was made by Commissioner McClesky to Approve the November 2013 Agenda as amended and Seconded by Commissioner Horton.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the October 2, 2013 minutes. A motion was made by Commissioner Blanks and seconded by Commissioner Martin to approve the minutes as presented.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

ENGINEERING REPORT

There came the matter of the Engineering Report. No report was submitted.

BUILDING INSPECTION REPORT

There came the matter of the Building Inspection Report. No report was submitted.

PLANNING REPORT

There came the matter of the Planning Report. Planning Manager, Donovan Scruggs, informed the Commission that the APA Conference would be hosted in Hattiesburg and begins at 2:00 that afternoon. He mentioned training for commissioners on Friday. He updated the commissioners on the actions of the City Council relative to last month’s actions, noting that the approval of the “tow yard” application was approved with a 3-2 vote.

CHAIRMAN REPORT

There came the matter of the Chairman’s Report. No Report was submitted.

PUBLIC HEARING

Vice-Chairman White declared the Public Hearing open at 12:10 P.M. and explained the rules and procedures of the hearing.

There came the matter of Item A: Twin Fork Rising Master Plan, Phase 2, (amendment to Comprehensive Plan). The item was introduced by Donovan Scruggs, who gave the background of the plan and that it would represent an amendment to the Comprehensive Plan. He introduced Chris Baker, of Thompson Engineering who gave additional details of the Plan.

	Name	Address	City/State
<u>Presented by:</u>	Chris Baker	Thompson Engineering	Mobile, AL
<u>Proponents:</u>	Deborah Delgado	Council-woman Ward 2	
<u>Opponents:</u>	None		

Vice-Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Don McClesky made a motion to approve the adoption of the Twin Fork Rising Master Plan, Phase 2, and the amendment to the Comprehensive Plan of the City of Hattiesburg in that the plan builds on the Comprehensive Plan for orderly and sustainable growth

within the project area. The motion was seconded by Jessie Wilson. The vote to adopt the amendment is detailed below:

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B.1 (Use Permit) and Item B.2 (Front Yard Setback Variance) for Donna Watts. Donovan Scruggs presented the case and the reason for the requests which included a “Use Permit on Review” for a single family residence in a B-5 Regional Business District and a variance of 30 feet to allow a front yard setback of zero feet. The parcel number is 029J-10-359.00 (PPIN 15650). Ms. Watts explained her intentions.

	Name	Address	City/State
<u>Presented by:</u>	Donna Watt	221 Mobile Street	Hattiesburg
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Vice-Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Don McClesky made a motion to approve Item B for a “Use Permit on Review” for a single family residence located in the B-5 (Regional Business) District based on the need to conserve and protect Hattiesburg’s physical infrastructure. The motion was seconded by Eric Martin. The vote to approve the variance is detailed below:

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

There was a motion to approve the front yard variance of Item B.2, to allow the zero front yard setback made by Don McClesky. He stated the basis for his motion is the special circumstances that exists are not a result from actions of the applicant. The motion was seconded by Jessie Wilson.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item C, (variance), submitted by Larry Albert, Petitioner, for a rear yard variance of 18 feet from the 25’ setback requirement. The variance would allow construction to a point seven feet from the rear property line for a parcel located at 212 South 22nd Street (Parcel # 28O-08-051.00, PPIN # 16624, Ward 4). Donovan Scruggs gave the report on the matter.

	Name	Address	City/State
<u>Presented by:</u>	Larry Albert	212 S 22 nd Ave	Hattiesburg
<u>Proponents:</u>	Patti Mowery (PNA)	2324 Adeline St.	Hattiesburg
<u>Opponents:</u>	None		

Vice-Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Eric Martin made a motion to approve the variance of 18 feet from the front yard setback requirements based on the action being in harmony with the general purpose and intent of the Land Development Code and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item D for the (D.1) rezoning, (D.2.) variances, and (D.3) use permit on review of property located at 105 South 20th Avenue and the SW corner of Hardy Street and South 20th Avenue. The petition was submitted by Corey Smith on behalf of Bennett York. The item was introduced by Donovan Scruggs, who gave the background of the plan that has involved review by City staff, Site Plan Review Committee, and Historic Conservation Commission. Corey Smith provided information about the efforts made to meet the various requests of the City and neighborhood association. Glenn Nees of the Parkhaven Neighborhood Association spoke in favor of the site design and efforts of the developer.

	Name	Address	City/State
<u>Presented by:</u>	Corey Smith	Executive Holdings	Picayune
<u>Proponents:</u>	Glenn Nees (PNA)	301 S 22 nd Ave	Hattiesburg
<u>Opponents:</u>	None		

Vice-Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Linda McMurtrey made a motion to approve item **D.1 as the request to rezone** the properties which is adjusting the existing districts within the parcels. She stated the recommendation is based on a public need to encourage the re-use of the vacant structure at the

site and to encourage more economic activity within the areas meant for supporting business. John Blanks seconded the motion.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

Linda McMurtrey made a motion to approve item **D.2 as the request to variances to include no buffer yards between different zoning designation within the subject area (but not including properties outside the area), reduce the front yard setback to five feet for a monument sign, reduce the front yard setback to ten feet, and reduce the green space adjacent to right-of-way along Hardy Street to zero feet.** McMurtrey stated that granting this variance will be in harmony with the general purpose and intent of the Land Development Code and will not be injurious to the neighborhood or otherwise detrimental to the public welfare. Peggy Horton seconded the motion.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

Linda McMurtrey made a motion to approve item **D.3 as the Use Permit on Review for off-site parking** to allow the sharing of parking among the various areas of the site. She stated the recommendation is based on the need to preserve and encourage the stability of the Hattiesburg business community. Jessie Wilson seconded the motion.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

There being no further business, the meeting was adjourned at 1:50 P.M.

Joe White, Vice-Chairman

Donovan Scruggs, Planning Manager



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2013-0754

File ID: 2013-0754

Type: Regular Agenda Item

Status: Passed

Version: 2

Reference:

In Control: City Council

File Created: 11/12/2013

Brief Title: Rear Yard Variance for 212 South 22nd Street

Final Action: 11/19/2013

Minute Book Number: MB2013-345

Title:

Approve or Deny a petition filed by Larry Albert for a Rear Yard Variance of eighteen (18) feet from requirements of Section 52.04 of the Land Development Code, Single Family Residential District for property on 212 S. 22nd Avenue (Parcel ID 028O-08-051.00 and PPIN 16624, Ward 4)

Notes:

Sponsors:

Enactment Date:

Attachments: Staff Summary 212 S 22nd St., 212 22nd St Image
Pgs (Larry Albert), November minutes to council

Enactment Number:

Contact:

Meeting Date: 11/19/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	11/19/2013	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve a petition filed by Larry Albert for a Rear Yard Variance of eighteen (18) feet from requirements of Section 52.04 of the Land Development Code, Single Family Residential District for property on 212 S. 22nd Avenue (Parcel ID 028O-08-051.00 and PPIN 16624, Ward 4)							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2013-0754

Title

Approve or Deny a petition filed by Larry Albert for a Rear Yard Variance of eighteen (18) feet from requirements of Section 52.04 of the Land Development Code, Single Family Residential District for property on 212 S. 22nd Avenue (Parcel ID 028O-08-051.00 and PPIN 16624, Ward 4)

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information



**Planning Commission
Case Fact Sheet**

Names of Applicant:	Larry Albert, Owner		
Address of Property: 212 S. 22 nd St.	Tax Parcels/Ward: 028O-08-051.00	PPIN: (16624)	Ward: 4

Request:	Variance
Purpose of Request:	To consider an application for a Variance for a decrease in the required rear yard setback of twenty-five (25) feet as stipulated in Land Development Code (Section 52, Article 52.04, (3)) to eighteen (18) feet for a property located in R-1A Single Family Residential District
Applicant Summary:	The purpose of a rear setback Variance to provide safe and secure entry to the house by means of a two-car garage without taking away from the historical value or view of the original house from S. 22 nd Avenue.
Applicable Regulations:	SECTION 52 R-1A SINGLE FAMILY RESIDENTIAL DISTRICT <u>52.01 General Description:</u> The principal use is for single-family dwellings and related recreational, religious, and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order, and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.
Present Zoning:	R-1A Single Family Residential
Present Use:	Residential Lot

**Surrounding Land
Use and Zoning:**

North: R-1A Single Family Residential and Residential
South: R-1A Single Family Residential and Residential
East: R-1B Single Family Residential and Residential
West: R-1A Single Family Residential and Residential

Future Land Use Plan:

The subject parcel is shown in the 2008 Future Land Use Map as part of a large **Neighborhood Conservation District 1** which is described as follows:

District Overview: This Neighborhood Conservation District is primarily a residential district located adjacent to Downtown Hattiesburg and in older, established neighborhoods east of U.S. Highway 49. In this district, predominantly-residential land uses may be found that exhibit certain types of development patterns.

District Characteristics: The Characteristics of this district include the following: moderate-density single-family residences or residential lands along the city's original street system; certain two-family and multi-family uses constricted to the character of the surrounding neighborhood; buildings with shallow front and side yards; certain neighborhood business land uses that are compatible in design to the surrounding residential areas; and a higher overall density of development than modern or suburban neighborhoods.

District Land Uses: The following land uses should be found in this district: single family residential uses; certain two-family and multi-family residences, subject to use, density, and design guidelines; public and quasi-public uses, such as churches and schools; and small offices and retail uses clustered along collector streets or at the edges of neighborhoods and constructed to the same character as the surrounding residences.

**Most Nearly
Bounded By (streets):**

This parcel is bounded by South 22nd Street to the west and an alley to the east. South 21st Street is further east of the alley. Camp Street is the most nearby to the south and O'Ferrall to the north.

Adverse Influences:

Decreasing the setback could reduce the visibility for those using the alley.

Positive Influences:

The façade of the original historic house will not be altered.

The structure has been vacant for an extended period of time. The occupancy and investment to the home are positive.

**Letters or
Concerns stated:**

The Planning Division Office has received two letters or other written communications relative to this case, as of November 1, 2013.

There are two letters of approval from the adjoining property owners.

The improvements were approved at the meeting of the Historic Conservation Commission. At that meeting representatives of the neighborhood spoke in favor of the improvements.

**Comments/
Recommendations:**

The applicant is requesting a **Variance** that would allow for the construction of a two car garage in the area set aside for a rear yard setback in **R-1A Single Family Residential District**.

The applicant is requesting that the rear yard setback, requirement of twenty-five (25) feet for the **R-1A Single Family Residential District**, be reduced to eighteen (18) feet.

The owner is attempting to maintain the historic façade of the original house located on the property. Approximately 1,022 square feet will be added to the home, but the additions are to the rear of the home and are not visible from the street.

Many neighbors seem receptive to the changes as the house will no longer be left in a dilapidated state.

Basis for Approval:

1. The special conditions and circumstances do not result from the actions of the applicant.
2. The strict application of the Land Development Code regulations would result in peculiar and exceptional practical difficulties to or exceptional and undue hardship upon the owner of such property.
3. Granting of this variance will be in harmony with the general purpose and intent of the Land Development Code, and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

Options:

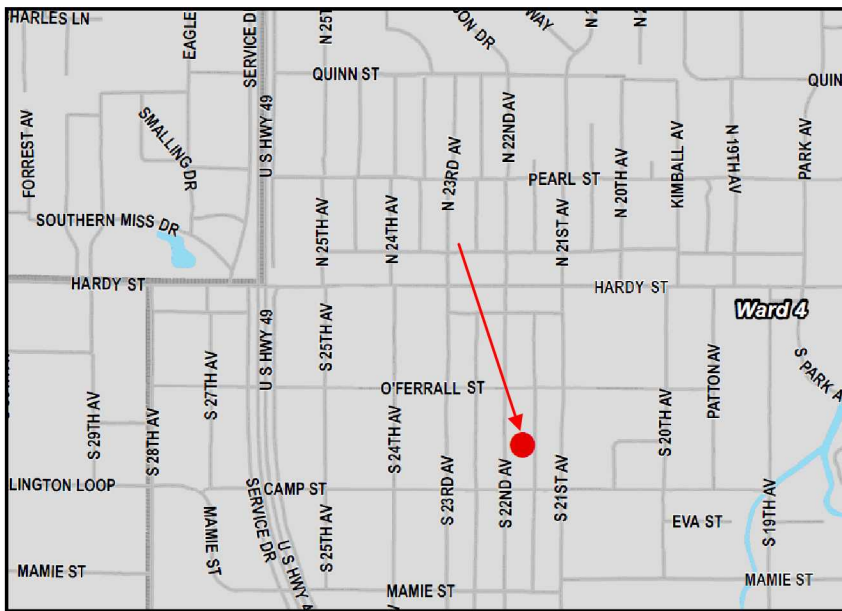
Recommend approval or denial of the request for Variance to decrease the minimum rear yard setback of twenty-five (25) feet to eighteen (18) feet.

SUBJECT PARCEL:

212 22nd Street / Larry Albert

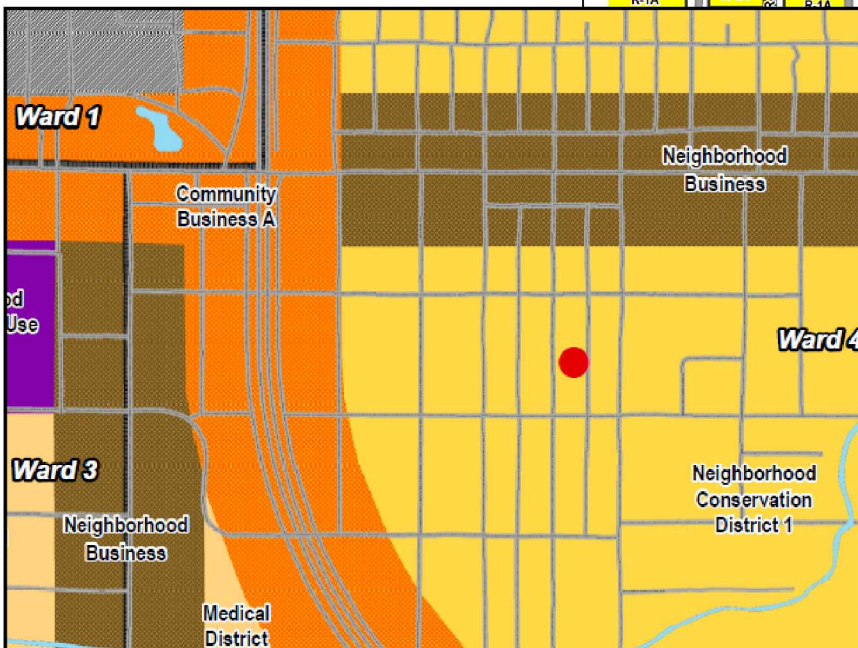
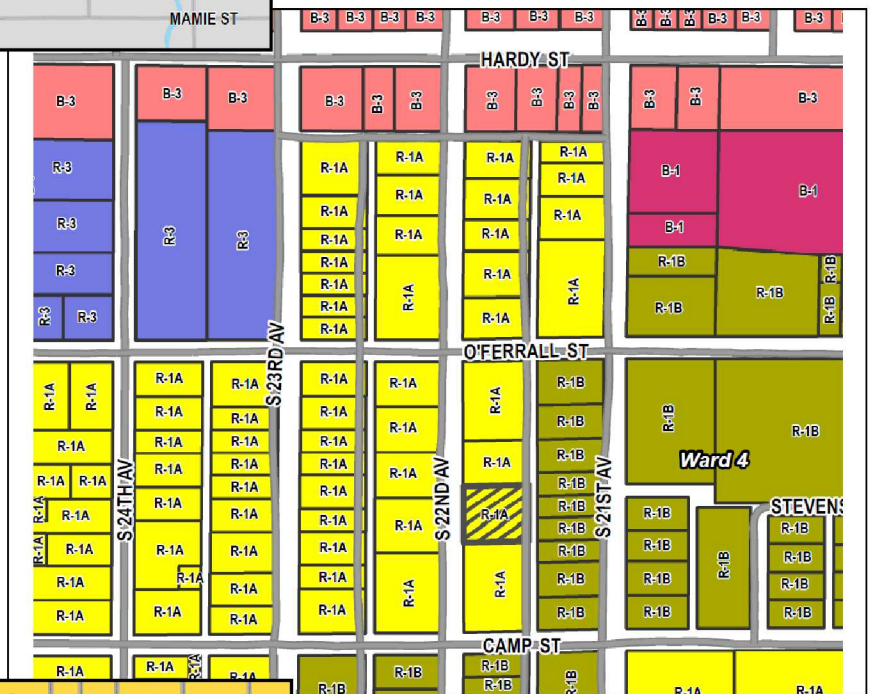
The site is occupied by an older house that has been vacant for an extended period of time. The request for a rear yard setback variance of eighteen (18) feet of the requirements would allow the owner to build an addition and garage while preserving the historic façade.





The Subject Site is located on 212 22nd Street within the Parkhaven Neighborhood.

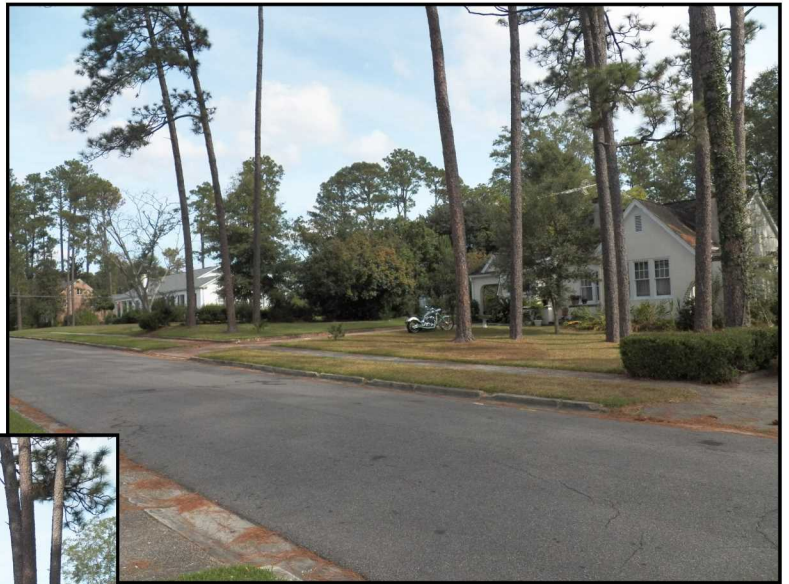
The existing zoning is consistent with surrounding zoning designations. It is an R-1A on a city block that transitions into R-1B to the east.



The property is located within the Neighborhood Conservation District 1 of the Comprehensive Plans Future Land Use Map.

SURROUNDING AREA

Northern Direction: Residential structures zoned R-1A.



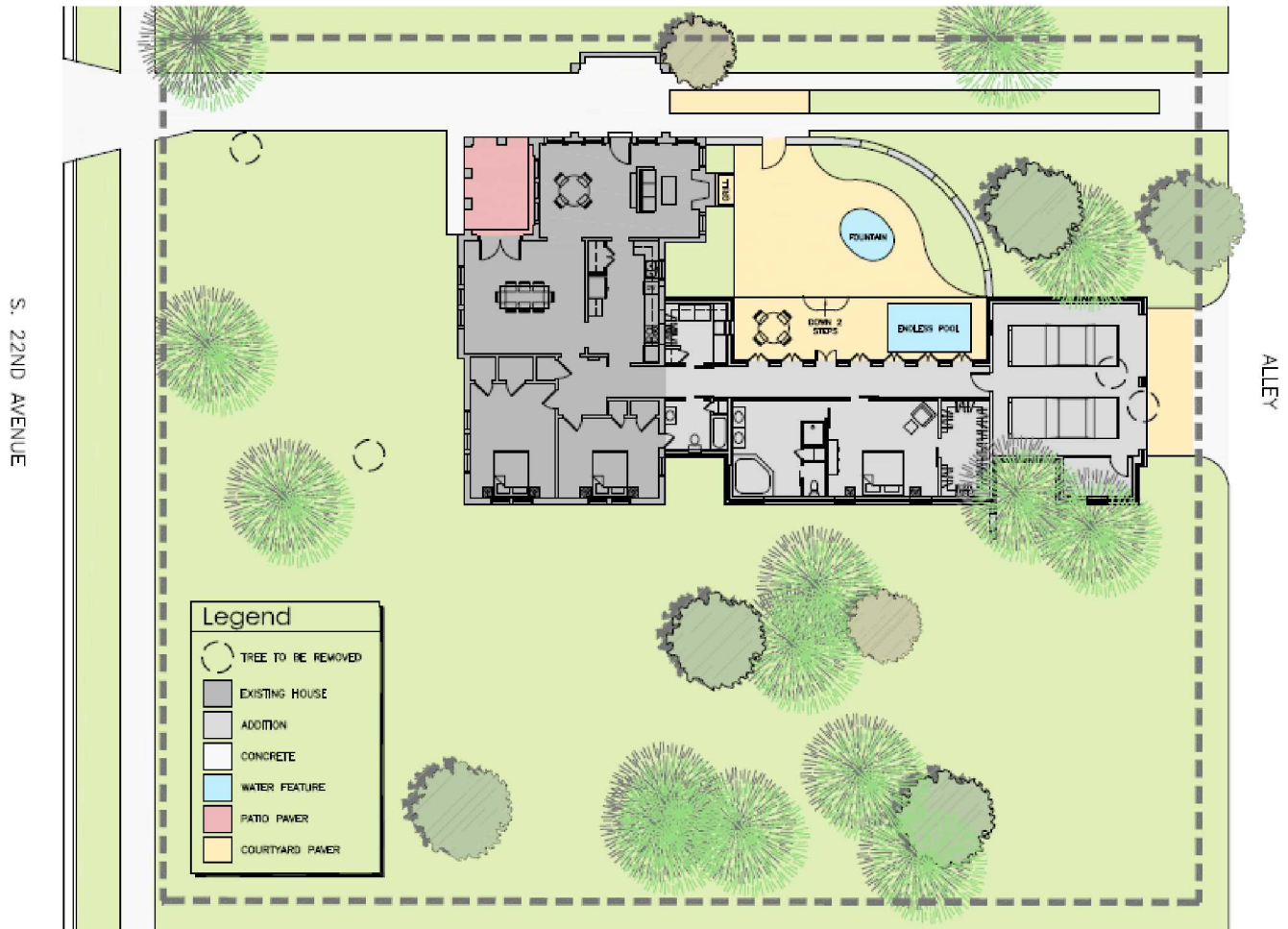
Eastern Direction: Smaller residential structures zoned R-1B.



Western Direction: Two residential structures zoned R-1A.



Southern Direction: Large residential structure on a corner lot zoned R-1A.



212 S. 22nd Avenue

Parkhaven Historic District, Hattiesburg, Mississippi

OCTOBER 4, 2013

ALBERT & ASSOCIATES ARCHITECTS

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
November 6, 2013**

The Hattiesburg Planning Commission did meet in a regular session on November 6, 2013 at 12:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Joseph White, Vice-Chairman
Linda McMurtrey (arrived at 12:10)
Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton

Commissioners Absent: Dick Conville, Chariman
Judy Corts
Annie Pope

Also Present: Pattie Brantley, Director of Urban Development
Donovan Scruggs, Planning Manager
Ginger Maddox, Planner

Joe White, Vice-Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session at 12:00 P.M.

INVOCATION John Blanks gave the invocation.

AGENDA REVIEW

There came the matter of the November 2013 Agenda. Donovan Scruggs indicated that item 3 on the Agenda should read “October Meeting” for minutes approval and not “August Meeting.” A request was made by Vice-Chairman White for a motion to Approve or Deny the November 2013 Agenda as amended. A motion was made by Commissioner McClesky to Approve the November 2013 Agenda as amended and Seconded by Commissioner Horton.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the October 2, 2013 minutes. A motion was made by Commissioner Blanks and seconded by Commissioner Martin to approve the minutes as presented.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

ENGINEERING REPORT

There came the matter of the Engineering Report. No report was submitted.

BUILDING INSPECTION REPORT

There came the matter of the Building Inspection Report. No report was submitted.

PLANNING REPORT

There came the matter of the Planning Report. Planning Manager, Donovan Scruggs, informed the Commission that the APA Conference would be hosted in Hattiesburg and begins at 2:00 that afternoon. He mentioned training for commissioners on Friday. He updated the commissioners on the actions of the City Council relative to last month’s actions, noting that the approval of the “tow yard” application was approved with a 3-2 vote.

CHAIRMAN REPORT

There came the matter of the Chairman’s Report. No Report was submitted.

PUBLIC HEARING

Vice-Chairman White declared the Public Hearing open at 12:10 P.M. and explained the rules and procedures of the hearing.

There came the matter of Item A: Twin Fork Rising Master Plan, Phase 2, (amendment to Comprehensive Plan). The item was introduced by Donovan Scruggs, who gave the background of the plan and that it would represent an amendment to the Comprehensive Plan. He introduced Chris Baker, of Thompson Engineering who gave additional details of the Plan.

	Name	Address	City/State
<u>Presented by:</u>	Chris Baker	Thompson Engineering	Mobile, AL
<u>Proponents:</u>	Deborah Delgado	Council-woman Ward 2	
<u>Opponents:</u>	None		

Vice-Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Don McClesky made a motion to approve the adoption of the Twin Fork Rising Master Plan, Phase 2, and the amendment to the Comprehensive Plan of the City of Hattiesburg in that the plan builds on the Comprehensive Plan for orderly and sustainable growth

within the project area. The motion was seconded by Jessie Wilson. The vote to adopt the amendment is detailed below:

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B.1 (Use Permit) and Item B.2 (Front Yard Setback Variance) for Donna Watts. Donovan Scruggs presented the case and the reason for the requests which included a “Use Permit on Review” for a single family residence in a B-5 Regional Business District and a variance of 30 feet to allow a front yard setback of zero feet. The parcel number is 029J-10-359.00 (PPIN 15650). Ms. Watts explained her intentions.

	Name	Address	City/State
<u>Presented by:</u>	Donna Watt	221 Mobile Street	Hattiesburg
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Vice-Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Don McClesky made a motion to approve Item B for a “Use Permit on Review” for a single family residence located in the B-5 (Regional Business) District based on the need to conserve and protect Hattiesburg’s physical infrastructure. The motion was seconded by Eric Martin. The vote to approve the variance is detailed below:

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

There was a motion to approve the front yard variance of Item B.2, to allow the zero front yard setback made by Don McClesky. He stated the basis for his motion is the special circumstances that exists are not a result from actions of the applicant. The motion was seconded by Jessie Wilson.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item C, (variance), submitted by Larry Albert, Petitioner, for a rear yard variance of 18 feet from the 25’ setback requirement. The variance would allow construction to a point seven feet from the rear property line for a parcel located at 212 South 22nd Street (Parcel # 28O-08-051.00, PPIN # 16624, Ward 4). Donovan Scruggs gave the report on the matter.

	Name	Address	City/State
<u>Presented by:</u>	Larry Albert	212 S 22 nd Ave	Hattiesburg
<u>Proponents:</u>	Patti Mowery (PNA)	2324 Adeline St.	Hattiesburg
<u>Opponents:</u>	None		

Vice-Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Eric Martin made a motion to approve the variance of 18 feet from the front yard setback requirements based on the action being in harmony with the general purpose and intent of the Land Development Code and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item D for the (D.1) rezoning, (D.2.) variances, and (D.3) use permit on review of property located at 105 South 20th Avenue and the SW corner of Hardy Street and South 20th Avenue. The petition was submitted by Corey Smith on behalf of Bennett York. The item was introduced by Donovan Scruggs, who gave the background of the plan that has involved review by City staff, Site Plan Review Committee, and Historic Conservation Commission. Corey Smith provided information about the efforts made to meet the various requests of the City and neighborhood association. Glenn Nees of the Parkhaven Neighborhood Association spoke in favor of the site design and efforts of the developer.

	Name	Address	City/State
<u>Presented by:</u>	Corey Smith	Executive Holdings	Picayune
<u>Proponents:</u>	Glenn Nees (PNA)	301 S 22 nd Ave	Hattiesburg
<u>Opponents:</u>	None		

Vice-Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Linda McMurtrey made a motion to approve item **D.1 as the request to rezone** the properties which is adjusting the existing districts within the parcels. She stated the recommendation is based on a public need to encourage the re-use of the vacant structure at the

site and to encourage more economic activity within the areas meant for supporting business. John Blanks seconded the motion.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

Linda McMurtrey made a motion to approve item **D.2 as the request to variances to include no buffer yards between different zoning designation within the subject area (but not including properties outside the area), reduce the front yard setback to five feet for a monument sign, reduce the front yard setback to ten feet, and reduce the green space adjacent to right-of-way along Hardy Street to zero feet.** McMurtrey stated that granting this variance will be in harmony with the general purpose and intent of the Land Development Code and will not be injurious to the neighborhood or otherwise detrimental to the public welfare. Peggy Horton seconded the motion.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

Linda McMurtrey made a motion to approve item **D.3 as the Use Permit on Review for off-site parking** to allow the sharing of parking among the various areas of the site. She stated the recommendation is based on the need to preserve and encourage the stability of the Hattiesburg business community. Jessie Wilson seconded the motion.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

There being no further business, the meeting was adjourned at 1:50 P.M.

Joe White, Vice-Chairman

Donovan Scruggs, Planning Manager



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2013-0751

File ID: 2013-0751

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 11/12/2013

Brief Title: Twin Forks Rising Ph. 2 amendment to Comprehensive Plan

Final Action: 11/19/2013

Minute Book Number: MB2013-345-346

Title:

Adopt or deny an amendment to Comprehensive Plan 2008 - 2028, City of Hattiesburg, to include the Twin Forks Rising Master Plan Phase 2. Hattiesburg Planning Commission voted 6-0 to recommend approval of this plan on November 6, 2013.

Notes:

Sponsors:

Enactment Date:

Attachments: November minutes to council,
TwinForksMasterPlanFINAL[1]

Enactment Number:

Contact:

Meeting Date: 11/19/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/19/2013	Adopt				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Adopt an amendment to Comprehensive Plan 2008 - 2028, City of Hattiesburg, to include the Twin Forks Rising Master Plan Phase 2. Hattiesburg Planning Commission voted 6-0 to recommend approval of this plan on November 6, 2013.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2013-0751

Title

Adopt or deny an amendment to Comprehensive Plan 2008 - 2028, City of Hattiesburg, to include the Twin Forks Rising Master Plan Phase 2. Hattiesburg Planning Commission voted 6-0 to recommend approval of this plan on November 6, 2013.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
November 6, 2013**

The Hattiesburg Planning Commission did meet in a regular session on November 6, 2013 at 12:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Joseph White, Vice-Chairman
Linda McMurtrey (arrived at 12:10)
Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton

Commissioners Absent: Dick Conville, Chariman
Judy Corts
Annie Pope

Also Present: Pattie Brantley, Director of Urban Development
Donovan Scruggs, Planning Manager
Ginger Maddox, Planner

Joe White, Vice-Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session at 12:00 P.M.

INVOCATION John Blanks gave the invocation.

AGENDA REVIEW

There came the matter of the November 2013 Agenda. Donovan Scruggs indicated that item 3 on the Agenda should read “October Meeting” for minutes approval and not “August Meeting.” A request was made by Vice-Chairman White for a motion to Approve or Deny the November 2013 Agenda as amended. A motion was made by Commissioner McClesky to Approve the November 2013 Agenda as amended and Seconded by Commissioner Horton.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the October 2, 2013 minutes. A motion was made by Commissioner Blanks and seconded by Commissioner Martin to approve the minutes as presented.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

ENGINEERING REPORT

There came the matter of the Engineering Report. No report was submitted.

BUILDING INSPECTION REPORT

There came the matter of the Building Inspection Report. No report was submitted.

PLANNING REPORT

There came the matter of the Planning Report. Planning Manager, Donovan Scruggs, informed the Commission that the APA Conference would be hosted in Hattiesburg and begins at 2:00 that afternoon. He mentioned training for commissioners on Friday. He updated the commissioners on the actions of the City Council relative to last month’s actions, noting that the approval of the “tow yard” application was approved with a 3-2 vote.

CHAIRMAN REPORT

There came the matter of the Chairman’s Report. No Report was submitted.

PUBLIC HEARING

Vice-Chairman White declared the Public Hearing open at 12:10 P.M. and explained the rules and procedures of the hearing.

There came the matter of Item A: Twin Fork Rising Master Plan, Phase 2, (amendment to Comprehensive Plan). The item was introduced by Donovan Scruggs, who gave the background of the plan and that it would represent an amendment to the Comprehensive Plan. He introduced Chris Baker, of Thompson Engineering who gave additional details of the Plan.

	Name	Address	City/State
<u>Presented by:</u>	Chris Baker	Thompson Engineering	Mobile, AL
<u>Proponents:</u>	Deborah Delgado	Council-woman Ward 2	
<u>Opponents:</u>	None		

Vice-Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Don McClesky made a motion to approve the adoption of the Twin Fork Rising Master Plan, Phase 2, and the amendment to the Comprehensive Plan of the City of Hattiesburg in that the plan builds on the Comprehensive Plan for orderly and sustainable growth

within the project area. The motion was seconded by Jessie Wilson. The vote to adopt the amendment is detailed below:

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B.1 (Use Permit) and Item B.2 (Front Yard Setback Variance) for Donna Watts. Donovan Scruggs presented the case and the reason for the requests which included a “Use Permit on Review” for a single family residence in a B-5 Regional Business District and a variance of 30 feet to allow a front yard setback of zero feet. The parcel number is 029J-10-359.00 (PPIN 15650). Ms. Watts explained her intentions.

	Name	Address	City/State
<u>Presented by:</u>	Donna Watt	221 Mobile Street	Hattiesburg
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Vice-Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Don McClesky made a motion to approve Item B for a “Use Permit on Review” for a single family residence located in the B-5 (Regional Business) District based on the need to conserve and protect Hattiesburg’s physical infrastructure. The motion was seconded by Eric Martin. The vote to approve the variance is detailed below:

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

There was a motion to approve the front yard variance of Item B.2, to allow the zero front yard setback made by Don McClesky. He stated the basis for his motion is the special circumstances that exists are not a result from actions of the applicant. The motion was seconded by Jessie Wilson.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item C, (variance), submitted by Larry Albert, Petitioner, for a rear yard variance of 18 feet from the 25’ setback requirement. The variance would allow construction to a point seven feet from the rear property line for a parcel located at 212 South 22nd Street (Parcel # 28O-08-051.00, PPIN # 16624, Ward 4). Donovan Scruggs gave the report on the matter.

	Name	Address	City/State
<u>Presented by:</u>	Larry Albert	212 S 22 nd Ave	Hattiesburg
<u>Proponents:</u>	Patti Mowery (PNA)	2324 Adeline St.	Hattiesburg
<u>Opponents:</u>	None		

Vice-Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Eric Martin made a motion to approve the variance of 18 feet from the front yard setback requirements based on the action being in harmony with the general purpose and intent of the Land Development Code and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item D for the (D.1) rezoning, (D.2.) variances, and (D.3) use permit on review of property located at 105 South 20th Avenue and the SW corner of Hardy Street and South 20th Avenue. The petition was submitted by Corey Smith on behalf of Bennett York. The item was introduced by Donovan Scruggs, who gave the background of the plan that has involved review by City staff, Site Plan Review Committee, and Historic Conservation Commission. Corey Smith provided information about the efforts made to meet the various requests of the City and neighborhood association. Glenn Nees of the Parkhaven Neighborhood Association spoke in favor of the site design and efforts of the developer.

	Name	Address	City/State
<u>Presented by:</u>	Corey Smith	Executive Holdings	Picayune
<u>Proponents:</u>	Glenn Nees (PNA)	301 S 22 nd Ave	Hattiesburg
<u>Opponents:</u>	None		

Vice-Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Linda McMurtrey made a motion to approve item **D.1 as the request to rezone** the properties which is adjusting the existing districts within the parcels. She stated the recommendation is based on a public need to encourage the re-use of the vacant structure at the

site and to encourage more economic activity within the areas meant for supporting business. John Blanks seconded the motion.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

Linda McMurtrey made a motion to approve item **D.2 as the request to variances to include no buffer yards between different zoning designation within the subject area (but not including properties outside the area), reduce the front yard setback to five feet for a monument sign, reduce the front yard setback to ten feet, and reduce the green space adjacent to right-of-way along Hardy Street to zero feet.** McMurtrey stated that granting this variance will be in harmony with the general purpose and intent of the Land Development Code and will not be injurious to the neighborhood or otherwise detrimental to the public welfare. Peggy Horton seconded the motion.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

Linda McMurtrey made a motion to approve item **D.3 as the Use Permit on Review for off-site parking** to allow the sharing of parking among the various areas of the site. She stated the recommendation is based on the need to preserve and encourage the stability of the Hattiesburg business community. Jessie Wilson seconded the motion.

Commissioners voting aye: Eric Martin
John Blanks
Don McClesky
Jessie Wilson
Peggy Horton
Linda McMurtrey

Commissioners voting nay: None

Commissioners abstaining: None

There being no further business, the meeting was adjourned at 1:50 P.M.

Joe White, Vice-Chairman

Donovan Scruggs, Planning Manager



MASTER PLAN

Phase II

09.10.2013



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Executive Summary

In early 2013, the City of Hattiesburg made an important decision; it authorized the development of a future land use plan for Twin Forks Rising (TFR). This plan will provide the foundation for community-founded and meaningful improvements in Ward 2.

The plan is a result of a nine-month collaboration with community leaders, elected and appointed officials, and citizens of TFR. The planning team led a series of meetings of the working group, a committee of citizens who provided invaluable context, content and input as only the residents of TFR can. The working group developed this plan.

In addition to the working group, two townhall meetings were held, during which the general public was invited to listen, participate, and assist in the development of the plan. More than 300 people participated in the town hall meetings.

After listening to the aspirations and desires of resi-

dents and coming to grips with the challenges that face TFR, the planning team developed a series of future land use options. A consensus was achieved and the preferred plan was agreed to by both the working group and the general public.

The preferred plan is purposefully ambitious, creating a series of water features to address both the real and the perceived threat of flooding in TFR. These features, based on the Dutch philosophy of embracing flood waters, incorporate two important redevelopment catalysts: 1) to serve as a basis of flood zone revisions and 2) to provide redevelopment opportunities based on a public amenity.

Another important element of the plan is that it provides options for improved and enhanced transportation and livability on an east and west basis in TFR. Chain Park is a great asset for TFR but getting to it, except by car, is not easy or safe. The plan calls for the City to continue to implement the Complete Streets Policy on east-west arteries so that residents

will have appropriate access to Chain Park, potentially one of TFR's greatest amenities.

Yet another important element of the plan is to embrace William Carey University (WCU), located in the southern portion of TFR. WCU is a growing institution and one that can act as a serious investor and economic engine. The plan calls for educational enterprise zones around the university to encourage organic growth in TFR and expansion of WCU.

The TFR plan calls also for is the redevelopment of the quality of life within TFR. A key feature of the plan is the creation of a community development corporation (CDC) to guide future growth and finance its vision. The CDC invests in the community first, and then reinvests dollars earned on subsequent projects in the district. This reinvestment provides continuous return, creating a loop of prosperity.

Lastly and perhaps most importantly, the plan

calls for the development of human capital. People, not places, are the future of TFR. People live, work, and raise families here. People must be the ultimate foundation, because their actions to invest, move, live, and work will make or break the future of TFR. They must have the skills and opportunities for meaningful jobs as redevelopment and new investment occurs. The CDC, through both financial incentives and lending decisions, can help provide the needed opportunities.

The people of Twin Forks Rising can be proud of its past. The challenge is to make the most of TFR's assets and to implement this ambitious plan for its future. TFR will realize its potential as a great community through the persistence and the efforts of its people.



Chapter One

Introduction

The City of Hattiesburg has a rich, diverse, and proud history. As the City has prospered over time it has grown into a series of wards. Ward 2, also known as Twin Forks due to the fork created by the meeting of the Bouie and Leaf Rivers, encompasses approximately 4,220 acres and 8,352 people.

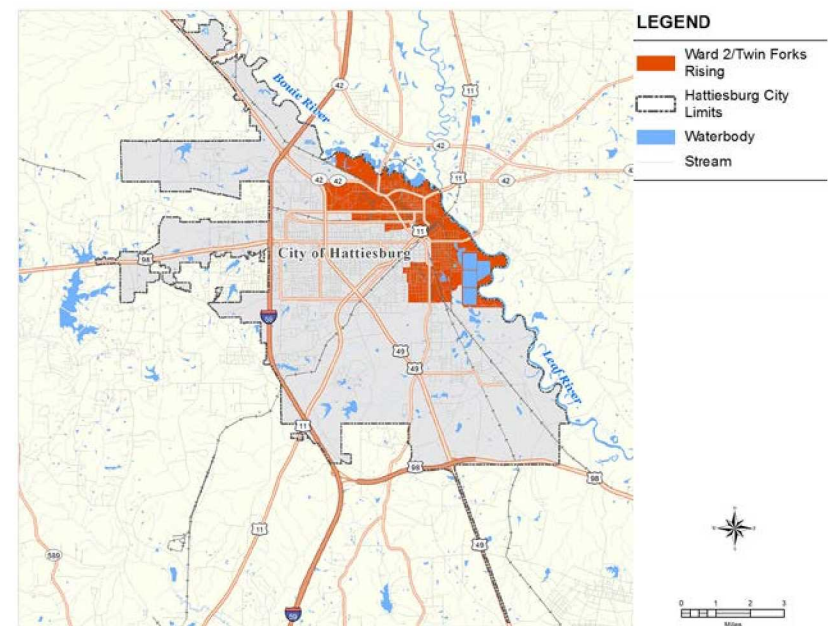
This project, known as Twin Forks Rising (TFR), is an effort to map out a prosperous future, one that creates opportunity for all and provides a blueprint for positive change for Ward 2. In general terms, the limits of the study mimic the current political lines of Ward 2.

The City retained the services of an outside planning team to assist in the development of the TFR plan. The team is led by Thompson Engineering, partnered with Billes Partners. This professional

team led the process, and with significant input from residents and stakeholders helped to formulate strategies and preferences.

In addition to pure planning the project also includes an analysis of infrastructure in Ward 2; this companion effort is to merge the future plan with infrastructure upgrades for efficient implementation of the plan. Furthermore, the infrastructure components are broken down into segments including construction cost estimates. This level of detail will make it easier for the City to budget for infrastructure projects each year that implement the plan and make the future vision a reality.

Location Map





Chapter Two

Planning Process

Planning for the future is as much art as it is science. For any planning project to be embraced by the public and local leaders the process must be public, participatory, and transparent. This philosophy was applied to the TFR Master Plan.

The process started with the appointment of a 13 member working group. This group would act as a community resource to identify issues, solidify goals and objectives, provide input on draft plans and ultimately vote to endorse the preferred plan.

The planning team first undertook a listening phase. This portion of the project included understanding the history of Ward 2, how it got to where it is, and a photographic survey of the Ward. The pictures were divided into “likes”, “dislikes”, and “unsure.” This process broke through communication barriers and served to start conversation on both positives and negatives of Ward 2.

The overall planning process with the working group was punctuated by strategic Town Hall meetings. The Town Hall meetings were held at the Depot in an effort to garner participation and provide a forum for citizens of Ward 2 to offer input, critiques, and comments, and ultimately to choose the preferred plan. The first Town Hall meeting on March 5, 2013 gathered approximately 180 people. The second Town Hall meeting on June 13, 2013 had approximately 80 attendees.

The planning process required the team to develop three future land use alternatives for consideration. The team defined these options as easy, moderate and ambitious (see Appendix B). The three options were presented to members of the working group who provided feedback that guided the preferred plan. The preferred plan presented later in this document takes the best aspects of the moderate and ambitious alternatives and blends them together.



Ultimately, the planning process concludes with the “formal” adoption of the plan by the City Council. Once adoption takes place, the effort shifts to implementation; the portion of the plan that is the most difficult, yet yields the greatest rewards. This plan focuses on the importance of implementation by spelling out achievable, manageable projects.



Chapter Three

Goals and Strategies

Chapter 3. Goals and Strategies

Goals are general statements that describe how community residents want Twin Forks Rising to evolve in the future. Strategies are statements describing the steps needed to achieve these goals. As discussed in the previous chapter, the goals and strategies for Twin Forks Rising were developed in the Phase I stage of the master planning process. In Phase II, these statements were further validated through the results of a voting exercise at the first Town Hall meeting and discussions with the working group. (See Appendix A.)

Goal 1: Devise flood control strategies that would encourage growth and ensure a safe and stable community

- ☒ Improve the city's flood mitigation system to minimize risk to the community
- ☒ Educate residents on current floodplain regu-

lations and provide assistance for compliance activities

- ☒ Provide better maintenance of existing storm sewer network
- ☒ Encourage site surface treatment and drainage designs that allow storm water infiltration versus storm water runoff

Goal 2: Upgrade Infrastructure

- ☒ Invest in water and sewer services, storm sewers, curbs and gutters, streets, sidewalks and bikeways and streetlights.

Goal 3: Promote development in Twin Forks Rising to improve the quality of life of residents and attract new residents

- ☒ Revise the City's Land Development Code to align with Twin Forks Rising Master Plan
- ☒ Form a community development corporation to lead the master plan implementation activ-

ities and be the focal point for information and assistance for residents, developers and interested parties

- ☒ Conduct a marketing drive and develop incentive packages to attract new investment and residents
- ☒ Monitor development in Twin Fork Rising to ensure compliance with the Master Plan
- ☒ Encourage new small scale enterprises and support the growth of existing local businesses to increase economic development opportunities
- ☒ Promote light industrial activities in designated areas to increase job opportunities

Goal 4: Improve housing conditions and opportunities for existing and new residents

- ☒ Work with enforcement agencies to report violations and enforce building standards to remove and replace substandard housing
- ☒ Assist home improvement efforts by establishing need-based home improvement funds, and

working with local banks and credit unions to increase the availability of low or no interest loans for home repairs, renovations and additions

- ☒ Develop affordable housing guidelines for new construction and encourage diversity in housing types relative to age of occupant, household size and price point
- ☒ Increase density around commercial and transportation hubs and areas of historic significance

Goal 5: Provide community support and services to increase job opportunities and further enhance residents' quality of life.

- ☒ Provide family services such as parenting skills classes, childcare and after school and summer programs
- ☒ Offer adult education programs dealing with increasing job skills, GED training, money management classes, homeownership workshops and healthy cooking classes
- ☒ Promote neighborhood associations, foster social networking in neighborhoods and promote affiliation between organizations
- ☒ Provide community space for recreation and meetings
- ☒ Promote healthy lifestyles through increasing the availability of fresh foods, providing healthy cooking classes and promoting physical exercise for adults and children
- ☒ Invest in parks and recreation facilities, community centers, public spaces and walking trails

Goal 6: Promote safety and security of residents in neighborhoods

- ☒ Remove dilapidated and vacant structures promptly to discourage use by criminal elements
- ☒ Upgrade streetscapes with sidewalks and streetlights to encourage more pedestrian activity and eyes on the street
- ☒ Increase police presence
- ☒ Promote Neighborhood Watch initiatives
- ☒ Utilize neighborhood associations for communicating news, events, concerns and announcements
- ☒ Design and implement children's playgrounds that are safe
- ☒ Provide adequate separation from railroad tracks and reduce on-grade crossing points.

Goal 7: Encourage sustainable (green) design and lifestyles to reduce maintenance costs and promote a healthy environment

- ☒ Provide opportunities to live, work and play within Ward 2
- ☒ Promote sustainable design and construction methods, especially in the area of efficient energy consumption to achieve low utility bills
- ☒ Reuse instead of rebuild where possible
- ☒ Provide better public transportation and enhance the use of existing services by increasing housing density around stops and nodes
- ☒ Promote community gardens



Chapter Four

Character of Ward 2: Physical, Social and Economic

4.1 Development History and Historic Resources

History

The area encompassed by the Twin Forks Rising district, also known as Ward 2 of the City of Hattiesburg, includes a variety of neighborhoods and commercial areas that represent broad and diverse patterns of development in the Hub City. The midpoint of the district is represented by East Hardy Street, which radiates from the eastern and western boundaries of the Central Business District. The area directly north of East Hardy Street consists of sparse neighborhoods that now exist in flood-prone areas. Farther north, along the northern boundary of the district, is Highway 42, a major east/west corridor that provides access to the north terminus of Mobile Street. Mobile Street is a north/south corridor originally home to a thriving African-American commercial district, as well as a mix of residential properties. Similarly, Bouie Street represents a north/south corridor that is more industrial in nature but historically



African-American-owned Drug Store on Mobile Street, c1950

had a modest number of residences. Both Mobile Street and Bouie Street connect to the northeast quadrant of the Central Business District.

The earliest pockets of development within the TFR District are in close proximity to the Central Business

District, which is now listed on the National Register of Historic Places. Hattiesburg's railroad and timber industry spurred aggressive development during the late eighteenth and early nineteenth centuries. As commerce and industry grew, so did the need for additional neighborhoods. The areas directly north and south of the downtown represent the neighborhoods with the highest density of residences, due to their proximity to the downtown and other commercial corridors.

William Carey University, founded in 1911 as Mississippi Woman's College, also drew more development to the south, especially along Edwards Street, James Street, and Dabbs Street.

The north portion of the TFR District contains a primarily residential section of North Main Street as well as a group of neighborhoods that developed around the Hercules Refinery, a major industry that employed nearly 1,000 workers at its peak. The northwest portion of the District was developed



*An early postcard view of Mississippi Woman's College
(known today as William Carey University)*

primarily post-World War II as traditional neighborhoods gave way to suburbs. Grace Christian School was constructed on West 7th Street to serve pupils in this area of town, which lies due east of U.S. Hwy. 49 and due north of West 4th Street.

Architectural Assessment

The buildings in the district vary widely, due to the broad patterns of development. In the core of the district, one will find primarily residential structures, small- to modest-sized, single-family units. The commercial buildings are a mixture of traditional row-style buildings with facades at the sidewalk line, and smaller, stand-alone buildings constructed mostly of sheet metal or brick. The exception is a handful of businesses that operate from buildings that were originally constructed as single-family residential buildings.

The prominent architectural style in the residential areas can be best described as "Minimal Traditional."

There are also examples of the Craftsman Style as well as some Folk Victorian influences. Along North Main Street, several two-story residences exhibit high style architecture, such as Neoclassical Revival and Queen Anne. The post-WWII neighborhoods in the northwest area of the district are a mixture of Minimal Traditional cottages, Ranch Style houses, and modern vernacular designs. The commercial buildings in this area are sparse and tend to be stand-alone, one-story brick or sheet metal structures.

There are also a number of church buildings in the district, most of which exhibit Gothic or Neoclassical influences. The schools in the district also represent a variety of styles, due to their varying construction dates. The old Hattiesburg High School, on North Main Street, is one of the only examples of Jacobethan Revival in the state. Jefferson Davis School on West 7th Street is a good example of Spanish Eclectic architecture. The E. 6th Street U.S.O. building, now known as the African-American Military History Museum, is a vernacular designed building that holds a particular significance, not just for Hattiesburg but also on a nationwide level. It is the only African-American U.S.O. building remaining in the United States.

Overall, there is a moderately high level of architectural and historic integrity throughout the Twin Forks Rising District. The district contains many important resources that not only tell the story of the Hub City's growth and development over 120 years, but also serve to retain Hattiesburg's unique architectural and cultural identity. The most evident preservation need is in housing maintenance



Residence at 634 Mobile St.

and rehabilitation. Also, following the damage inflicted by the tornado of February 10, 2013, a thorough evaluation of commercial districts and a plan for their preservation would be prudent.

Historic Districts, Requirements and Incentives

Twin Forks Rising contains portions of three locally-designated historic districts, referred to as "conservation districts": North Main Street Historic District, the Newman-Buschman Historic District and the Hattiesburg Historic District. It also includes portions of the Hub City Historic District, Hattiesburg Historic Neighborhood District, and the North Main Historic District, all listed on the National Register of Historic Places.

All building owners holding real property within the boundaries of a designated conservation district are subject to the following requirements:

- ☒ Obtain a Letter of Compliance from the City of Hattiesburg Historic Preservation Planning Office if the proposed work is routine in nature



Residence at 215 Mobile St.

and involves repair without change in design, form, materials and color. This process does not require a public hearing.

- ☒ Obtain a Certificate of Appropriateness from the City of Hattiesburg Historic Preservation Planning Office if the proposed work involves making any exterior alterations to any building features or site elements, including removal of trees over 6" in diameter.

The City of Hattiesburg, through City ordinance (Ord. 2193), has created the Hattiesburg Historic Conservation Commission (HHCC) to oversee the "conservation districts." The HHCC is a 9-member board of citizen volunteers who are appointed by the Mayor, with approval of the City Council, to guide the historic preservation process. The Commission meets monthly on the second Wednesday to review applications for Certificates of Appropriateness. The review process is guided by the Historic Conservation Ordinance and the Hattiesburg Design Guidelines Manual, based on the U.S. De-



*E. 6th Street U.S.O. Building
(now known as the African-American Military History Museum)*

partment of the Interior Standards for Rehabilitation for Historic Preservation Projects. However, the HHCC does not maintain review over the National Register Districts within the City.

Properties listed on the National Register, either individually or as contributing elements of a district, do not have the level of review and oversight found in local historic districts. However, under certain circumstances, such as federally-funded projects, these properties will undergo review through Sec. 106 of the National Preservation Act. National Register-listed properties are also eligible for federal and state tax incentives if the owners wish to offset the cost of building rehabilitation in a manner that maintains the historic integrity of the property. While federal tax credits apply to structures used for business only, state tax credits are available for both business and residential properties. These incentives may total up to 45% of the total cost of construction. The proposed scope of work has to be



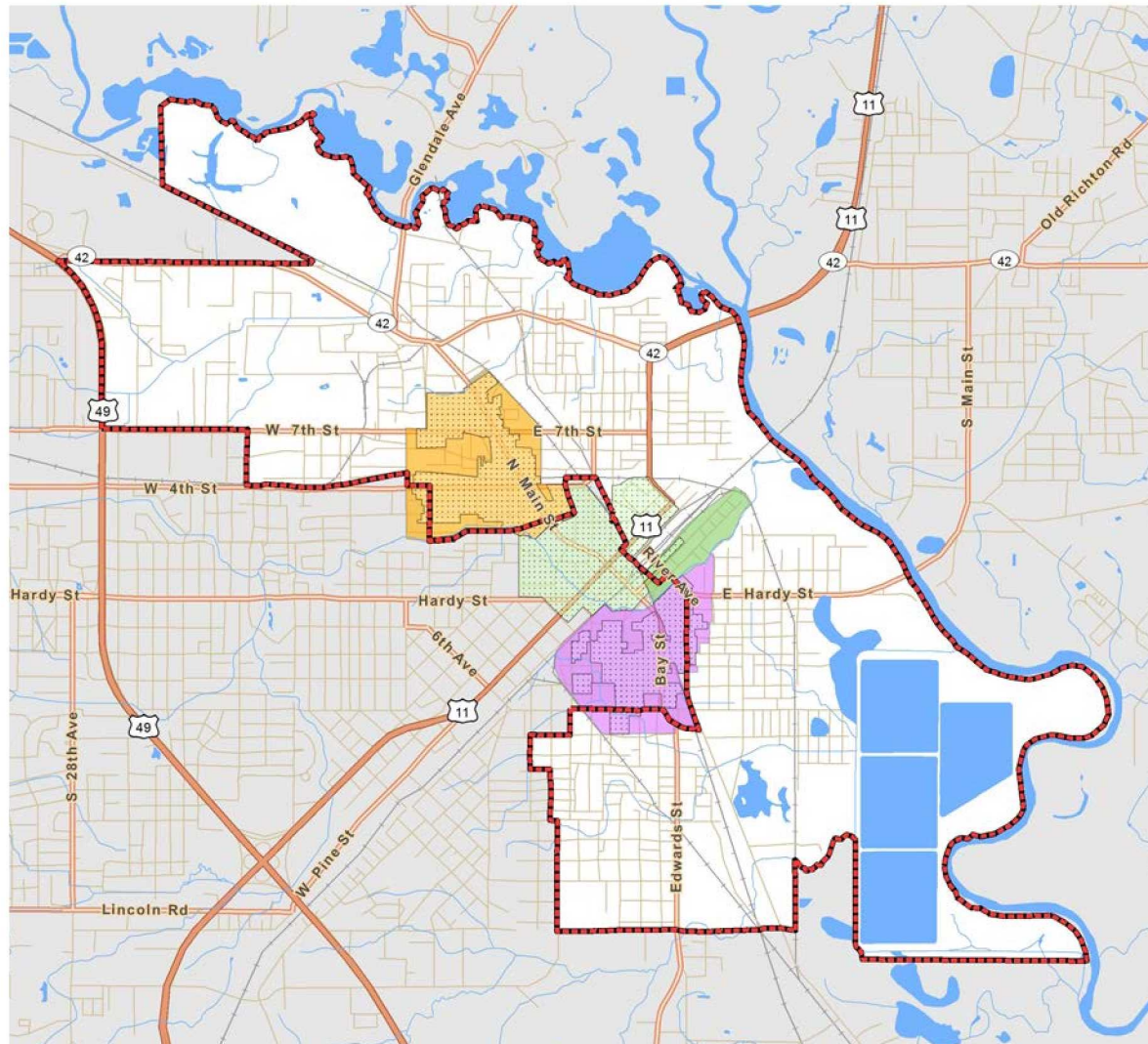
Recently Restored Hattiesburg Depot, built in 1910 in the Italian Renaissance style

approved by National Park Service and the Historic Preservation Division of the Mississippi Department of Archives and History.



Church at 601 Pine St.

Historic Districts



LEGEND

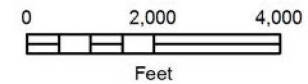
National Register Historic Districts (NRD)

-  Hattiesburg NRD
-  Hub City NRD
-  North Main NRD

Local Historic Districts (HD)

-  Hattiesburg HD
-  Newman-Buschman HD
-  North Main HD

-  Ward 2
-  Waterbody
-  Stream



4.2 Population and Economy

The TFR population is currently estimated to be 8,352 (City of Hattiesburg GIS Department, 2013). This population is less than it could be for a variety of reasons. For example, the 2010 US Census Block information for TFR indicates there are 740 vacant housing units. This means that the population of TFR could increase by 1,480 people just by occupying the current vacant units. This would bring the population total to 9,832, which does not include vacant lots now owned by the City or in private ownership. While no trustworthy dataset could be found to support an ultimate population including vacant lots, it is well within reason to expect that a fully occupied and utilized TFR district could easily accommodate a total population in excess of 11,000 people.

A growing or stable population is important for TFR. It is important because it contributes to the sense of place and vitality and because it represents prosperity and opportunity. It is also important because it contributes to the basic elements of TFR - successful and vibrant neighborhoods that are safe and pleasant places to live.

The decline in population in TFR over time has resulted in serious challenges. This plan is a tool to reinvigorate TFR and attract new people and new investment. In large part this planning document and its subsequent implementation is about repopulating TFR. It is about a return to prosperity and vitality.

Economy

The economic conditions of TFR can be characterized as challenging. The per capita income in TFR is \$10,770, 40% below the City of Hattiesburg figure of \$18,361.

The existing commercial community in TFR generally can be considered light industrial. Industrial supply, contractors and similar types of businesses are predominant.

There are numerous locally owned retail outlets, but there is a notable lack of professional services, national retail and grocery outlets. Additional information can be found in Phase 1 of the TFR Master Plan.

The current economic conditions in TFR are derived from two primary categories:

1. Employment
2. Property values

Creating meaningful employment opportunities for the residents of TFR is a critical piece of the future puzzle. Currently, unemployment of TFR is approximately 77%, roughly 650 people. This is a high number and can be attributed to many factors. The main point, however, is that employment must be addressed for the future of TFR. Employment opportunities can be the result of outside investments but can also be organically grown from within TFR. While it is clear that many residents would prefer the organically grown approach, outside investment is welcomed.

Property values in TFR are also a significant issue.

Low property values are a reflection of the existing housing stock and desirability of the district. Depressed property values reinforce a broader perception of TFR as an undesirable place for investment. Property values are based on many factors, including physical characteristics, location, appearance, maintenance and supply and demand. In order to increase property values, the equation must be changed. By taking one piece of the value proposition and redeveloping it for the better, the values can change. Fundamentally, people and entrepreneurs must perceive TFR as a desirable place. That will require marketing and advertising, in addition to physical changes to property and infrastructure. TFR must position itself to compete for business dollars.



Chapter Five

The Natural Environment

5.1 Floodplains and Waterways

The City of Hattiesburg has two rivers, the Bouie and Leaf, that form its northern and eastern city limits. These two rivers also form the boundaries of Twin Forks Rising, i.e. Ward 2. In fact, the name Twin Forks Rising (TFR) derives from the historic name of the first settlement of the City of Hattiesburg at the confluence of the two rivers. These rivers are very scenic and serve as a popular recreational destination. They also serve as part of the discharge system for the city's wastewater treatment system.

In addition to these two major water bodies, TFR is traversed by numerous creeks, such as Burkett's Creek, Gordon's Creek and Greens Creek. The creeks are currently mainly used as part of the storm water drainage system for the area. Some have been partially covered while others are open with hard-surface bank stabilization structures installed.

The major risk presented by these water bodies is

flooding. The main flood hazard in Hattiesburg comes primarily from The Leaf River and its tributary creeks, i.e., Gordon and Burkett, which are within the Pascagoula River Basin. Floods in Hattiesburg are of relatively short duration. After an intense rainfall floodwaters can rise at a rate of two to three feet per hour and reach maximum stage in two hours or less. Floodwaters in some areas of the city can attain substantial velocities. The last flood involving major river flooding with a river stage of 29.19 ft., and more than 32 million dollars in damage occurred on April 6, 1983.

The Federal Emergency Management Agency's (FEMA) flood zone map shows 31.3% of the area of Twin Forks Rising as a high risk area (AE Zone). The zone is defined as an area that will be inundated by the flood event having a 1% chance of being equaled or exceeded in any given year. The 1% annual chance flood is also referred to as the base flood or 100-year flood. The National Flood Insurance Program mandates flood insurance for build-

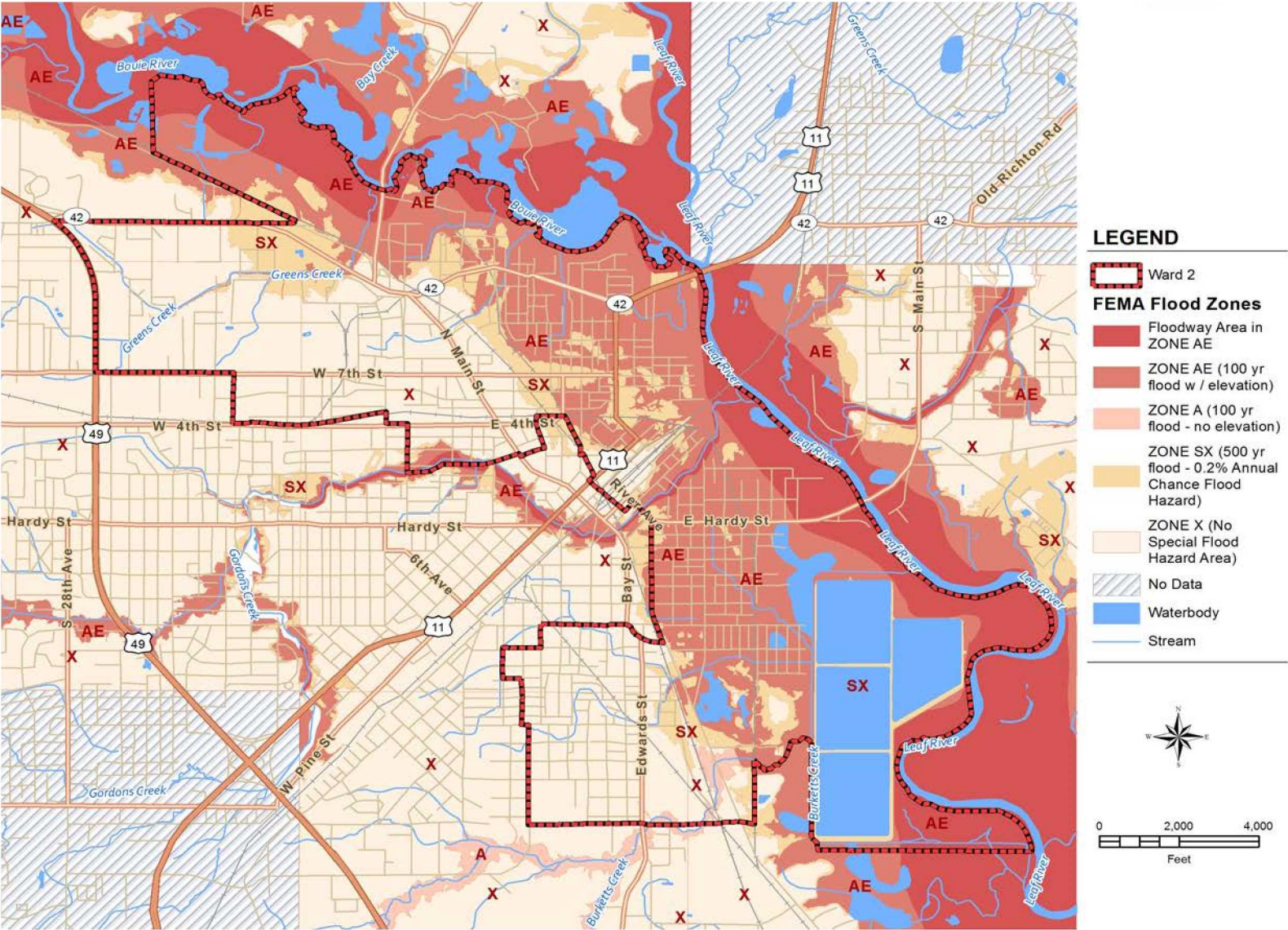


Boat Access to Leaf River at Old Highway 42 Bridge

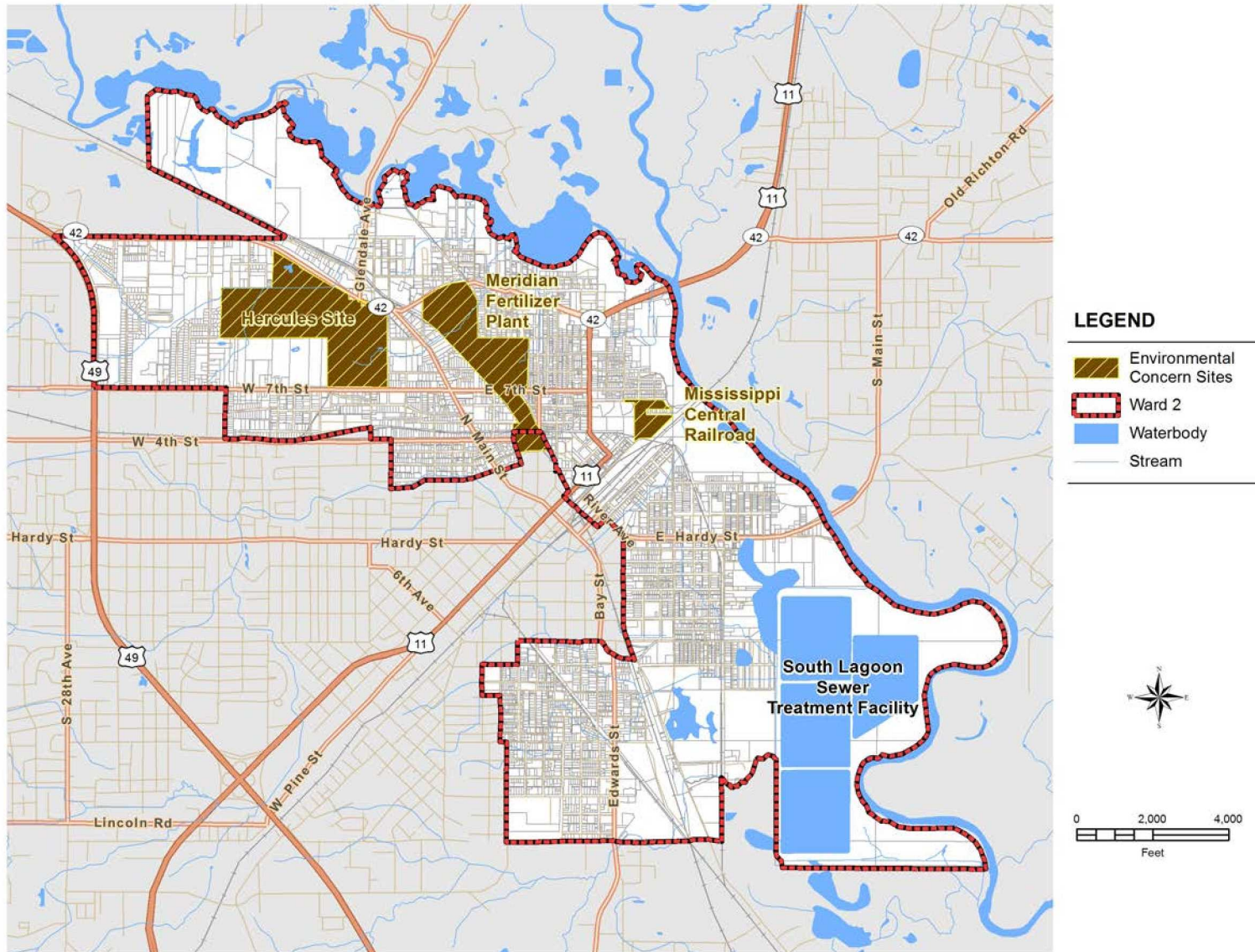
ings located in this zone. New structures or existing structures with cumulative substantial improvement plans must be elevated above the designated base flood elevation.

Of the total Ward 2 area, 14.8% is designated as a floodway area with even higher restrictions on de-

FEMA Flood Zones



Areas of Environmental Concern



velopment. A floodway is defined as the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Communities must regulate development in these floodways to ensure that there are no increases in upstream flood elevations.

5.2 Brownfields and Environmental Issues

Brownfields

The Comprehensive Plan 2008-2028 of the City of Hattiesburg identifies two brownfield sites in TFR: the Mississippi Central Railroad site and the former Meridian Fertilizer Plant site. Since the publishing of the Comprehensive Plan, an additional brownfield site has been identified: the Hercules Inc. site. The current status of these sites is as follows:

Mississippi Central Railroad Site - Listed as Illinois Central Railroad – Hattiesburg on the Mississippi Department of Environmental Quality (MDEQ) Brownfields List as an active site. However, according to MDEQ, the assessment of this site was only initiated due to its proximity to the Shemper and Sons Site and no contamination was discovered during the assessment. A Letter of No Further Action has not been requested by the City of Hattiesburg or the property owner. According to the Comprehensive Plan 2008-2028 of the City of Hattiesburg, this site is proposed to be a passive recreational site adjacent to Chain Park.

Former Forrest County Co-op and Meridian Fertilizer Plant - This team was not able to get updated

information on this site. According to the Comprehensive Plan 2008-2028 of the City of Hattiesburg, MDEQ had finished Phase 1 of its investigations and was planning to move into Phase 2 which would have involved drilling soil samples for testing purposes.

Hercules Inc. Site - This site has been issued a Restricted Use Order Agreement (RUOA) by MDEQ. The primary contaminant listed is Carbon Tetrachloride. According to MDEQ, this site is under an Environmental Protection Agency order for additional assessment and remediation.

Environmental Issues

TFR is currently the home of the South Lagoon Wastewater Treatment Facility. An open air facility, the site totals approximately 400 acres. It is made of 4 cells that are approximately 90 acres each. The facility in conjunction with the 18 acre North Lagoon (located outside TFR) handle the total wastewater output of the city. Located adjacent to the Leaf River, the facility treats and discharges wastewater into the river. There are also concerns regarding the pollution of the river by facilities such as USA Yeast that discharge wastewater into the lagoon. The area is a source of heavy disagreeable odors that affect a large portion of southern and eastern TFR.

In order to meet current MDEQ standards on the type and level of contaminants released into the river, the City of Hattiesburg has had to make decisions on how to overhaul its treatment system. The City is currently moving forward with a combination of land application and mechanical method of wastewater disposal that would allow it to meet the

requirements. The land application will be implemented on properties located in Forrest and Lamar Counties with a combined acreage of approximately 1,100 acres. The project also involves diverting non-household wastewater to a mechanical system on one of the land application properties. Wastewater from Marshall Durbin, the yeast plant and other similar commercial entities will be directed to the sites located outside of the City. Removing this waste stream from facilities located in TFR will remove the noxious odors and issues associated with them.

The existing site will be re-purposed to be utilized for wastewater treatment, but the intensity and the nature of the operation will be significantly altered. The operations will include using the existing cells for pre-treatment of wastewater prior to land application and for storage of treated effluent. Additionally, the City is actively exploring alternative ways to remove the sludge from the treatment process, which not only incurs expense for the City but also contributes to smell issues.

In summary the changes coming regarding wastewater treatment in Hattiesburg should mitigate some of the negatives of having the existing lagoon system in TFR. The lagoon will remain as part of the wastewater treatment process, but its primary role will be diminished.



Chapter Six

Analysis of Barriers to Investment

Twin Forks Rising (TFR) has historically been a predominantly African-American portion of the City of Hattiesburg and for many many years was a vibrant and thriving district. Home to families, businesses, professional and social services in the past, TFR has significantly changed and now only resembles a vestige of its former self.

Early in the planning process it became clear that TFR sorely needs investment in businesses and opportunities in structures, and infrastructures and especially in its people. While the City and the State can have an impact on the public realm, much of what needs to take place must come from the private sector.

Investment decisions are largely based on perception:

- ☒ Is the neighborhood well kept, is it attractive?
- ☒ Do I have a preconceived opinion based on what I heard?
- ☒ Is this a good place to live, is the future bright?

- ☒ Can a person or business get financing for a project in TFR?

For answers to these questions, the planning team interviewed the presidents of several local banks. While the name of the institutions and interviewees will be kept in confidence, their responses were insightful and provided a great deal of support to the direction of the TFR Master Plan.

Two common themes resulted from the interviews:

1. Increase home ownership
2. Change the flood zone lines

Increase Home Ownership:

Increasing home ownership is a very powerful tool not only for an individual's future economic well-being, but also for creating stability in TFR. Making TFR a stable, family-oriented, predominantly single-family neighborhood would increase the desirability of TFR over time as a place to live,

work, and fuel new job opportunities. In the local banking perception, there is a real danger that significant amounts of rental properties could be amassed because properties are affordable; that poses a substantial threat to the re-evolution of TFR. Creating stable, single-family neighborhoods is of paramount importance to the future of TFR.

Change Flood Zone Lines:

Flood zone lines represent the single largest issue, and the most complex issue facing TFR. The area has always been known to flood. The flooding doesn't happen frequently, but TFR is labeled with a Base Flood Elevation on the FIRM Flood Maps. The City of Hattiesburg participates in the National Flood Insurance Program, which requires that the City enforce BFE requirements as directed and depicted on the FIRM maps.

While this federal program is generally considered positive for homeowners, in TFR it has become a burden and has contributed significantly to its de-

terioration in recent years.

Many of the structures in TFR were constructed before the BFE was established and changed (increased) over time. The NFIP allows for investment in a non-conforming structure up to 50% of the value of the structure. Because structure values in the flood zones are low it is quite easy to arrive at the 50% value of the structure with a singular improvement project. This would then require that the structure be elevated. This is a significant disincentive to investment in existing structures.

Additionally as a result of severe and repetitive loss programs, the City has acquired significant amounts of property in TFR. These acquisitions make sense from a NFIP perspective, yet from a neighborhood stability perspective this creates significant voids in the neighborhood fabric and impacts stability, longevity, and viability. Furthermore, these acquisitions communicate to potential investors that these properties are not good places to make an investment reinforcing the perception that TFR is not stable or desirable.

Information provided by local bankers indicated that on several occasions commercial and residential investment in TFR halted due to the perception of the flood regulations and the regulations themselves. This comment was made on several occasions; while specific project losses were not detailed, the fact that investment is continually diverted in TFR is an issue.

On a more positive note, local bankers commented on the fact that loan successes in TFR were as good

if not better than loans from other areas of the City. They reported making financial decisions based on the individual projects and feasibility rather than the “red-lining” of a portion of the City. There were no outright comments that TFR is a bad place or not worthy of investment; rather local lenders appeared to position themselves as willing partners in the re-evolution of TFR. They recognized the fact that a growing and economically viable Hattiesburg must include the regeneration of TFR.



Chapter Seven

Land Use and Development

7.1 Existing Land Use and Plans

Existing Land Use

Located in the area –immediately surrounding the downtown, Twin Forks Rising is mainly composed of older building stock with mainly residential uses mixed with business, entertainment and public service facilities.

The majority of residences in Twin Forks Rising are single family homes. There are some apartment complexes, such as the Briarfield and Robertson public housing apartments, as well as several mobile home parks. The vicinity of William Carey University has some student and staff housing; however, the majority of the college community either lives on campus or outside TFR. The condition of homes in TFR ranges from excellent to moderately maintained to severe disrepair. As highlighted in Chapter 4.1, the area has a high concentration of buildings of significant architectural character. Businesses in the area range from small neighbor-



Historic homes in the Newman - Buschman Historic District

hood businesses to pharmacies, gas stations and restaurants on major roads. Warehouses and industrial uses are located along major thoroughfares and close to rail tracks. A logging operation and an auto recycling business are some examples. There are also vacant manufacturing plants such as the Hercules Plant and Big Yank site.



Briarfield Homes Apartments, built in 1941 with the assistance of the U.S. Department of Housing and Urban Development

Police and fire departments as well as a juvenile detention center are located in TFR. Schools and numerous churches are located in the neighborhoods. Most churches appear to be in good condition, usually standing out from the surrounding area of



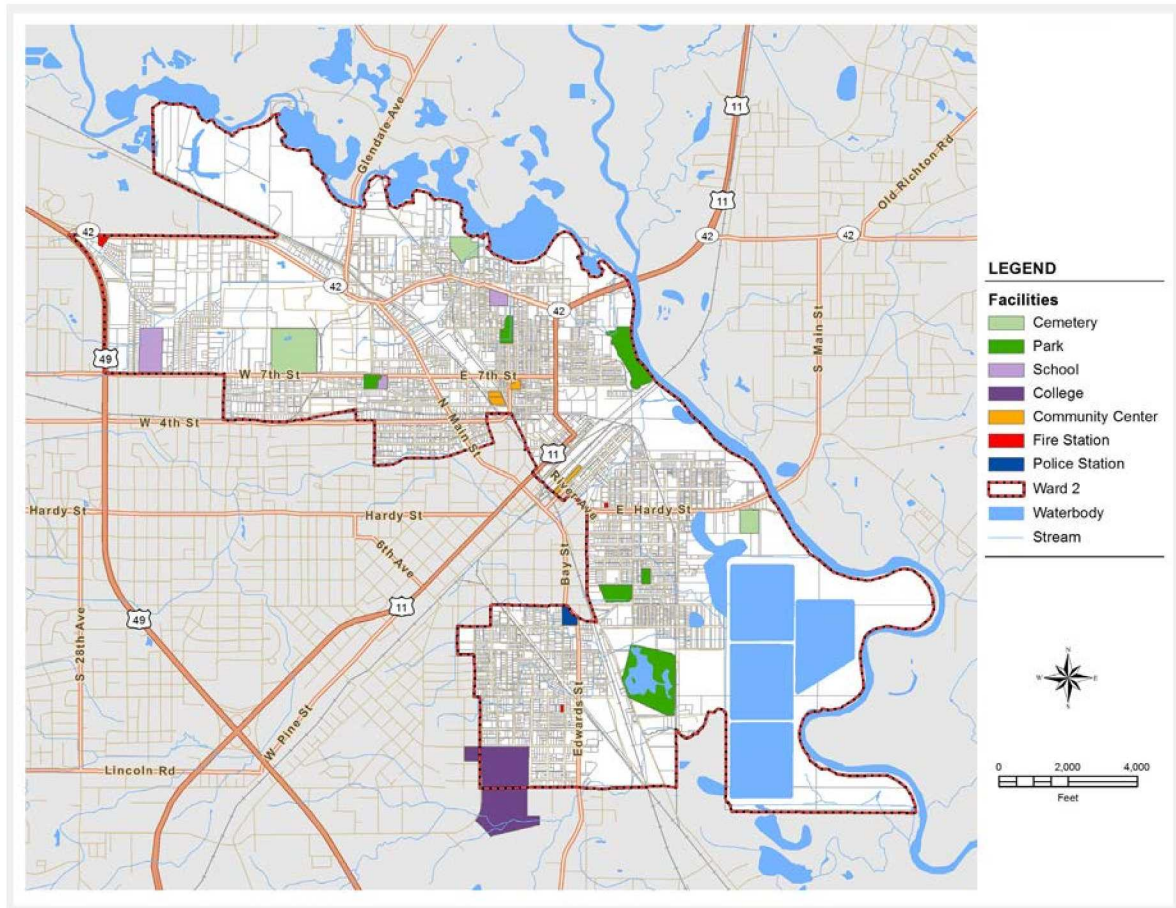
Logging operation in TFR



An occupied home adjacent to a home in disrepair

moderate to poor condition homes. Parks are distributed in the district and appear to be well maintained. Duncan Lake Park and the Leaf and Bouie Rivers provide additional recreational spaces.

Distribution of Existing Public Facilities



Few streets have sidewalks, even less have provisions for bikes or streetlights. Storm water drainage in residential neighborhoods is mainly managed with open ditches along street sides. There is a problem of storm water flooding in low-lying areas

which is compounded by the lack of maintenance of the open ditches.

About a third of the area of Twin Forks Rising is located in a flood zone and has historically experienced repetitive flood damage. Over the years, policies have been put in place to encourage residents to relocate rather than rebuild. This policy has resulted in neighborhoods that are sparsely populated by residents determined to stay who are surrounded by empty lots and abandoned homes. Many occupied homes also suffer from severe disrepair making blight a major issue.

Existing Plans and Studies

Comprehensive Plan 2008-2028 of the City of Hattiesburg – Land Use

The Comprehensive Plan 2008-2028 of the City of Hattiesburg lists the majority of TFR as a Neighborhood Conservation District 1- Downtown/Historic Neighborhoods, which consists of mainly residential, older, denser developments adjacent to Downtown. This district is characterized by “moderate-density single-family residences or residential lands along the city’s original street system; certain two family and multi-family uses constructed to the character of the surrounding neighborhood; buildings with shallow front and side yards; certain neighborhood business land uses that are compatible in design to the surrounding residential areas; and a higher overall density of development than modern or suburban neighborhoods.” Exceptions to this district in TFR are: specific corridor areas, designated as Regional, Neighborhood or Community Business Districts; east downtown, designated as Downtown District; newer developments in the northwest end of TFR at US 49 and 7th St., designated as Neighborhood Conservation District 2 – Suburban; and small sections in the south adjacent to

Future Land Use Plan of the City of Hattiesburg Comprehensive Plan 2008- 2028

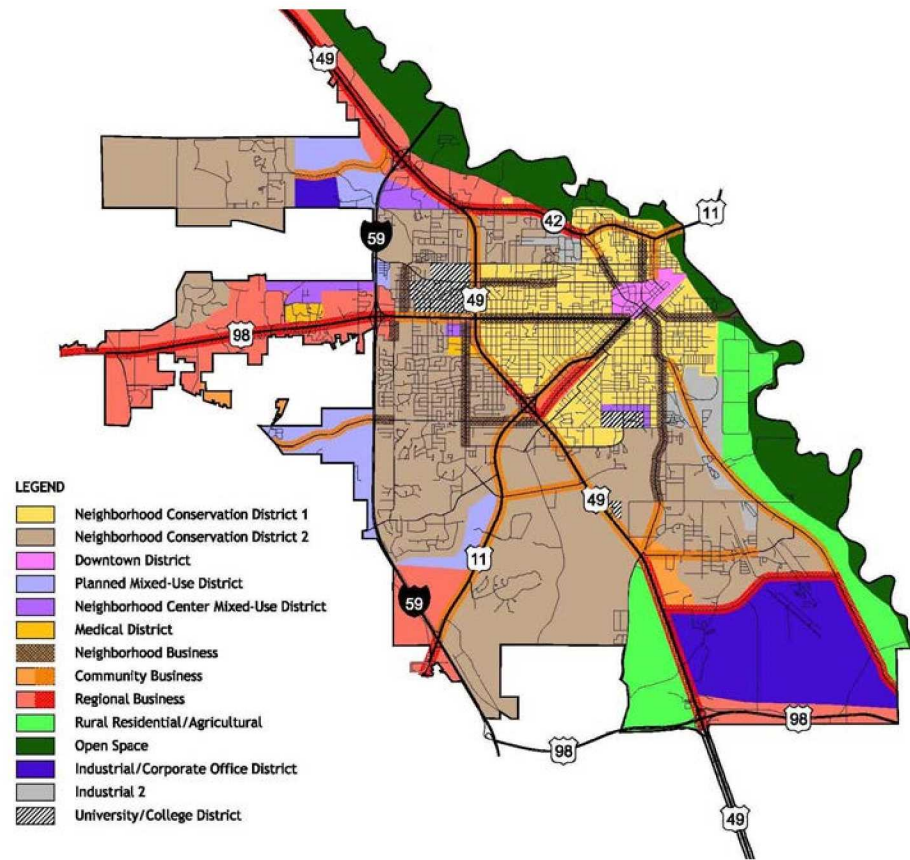


Image Source: City of Hattiesburg Comprehensive Plan 2008-2028, p. 104

the South Sewer Lagoon and the former Hercules plant site in the northwest designated as Industrial 2 District.

The Downtown District is the historic central busi-

ness district. It is characterized by a mix of uses that “are constructed to the front property line and share common walls with adjacent buildings; on-street parking areas or shared parking in public lots; mixed land uses, including residential uses, within

the same building; a higher percentage of publicly-owned buildings and lands; public parks and small private courtyards and green spaces; and an overall higher density of development.”

The Comprehensive Plan recommends the following uses in the various districts:

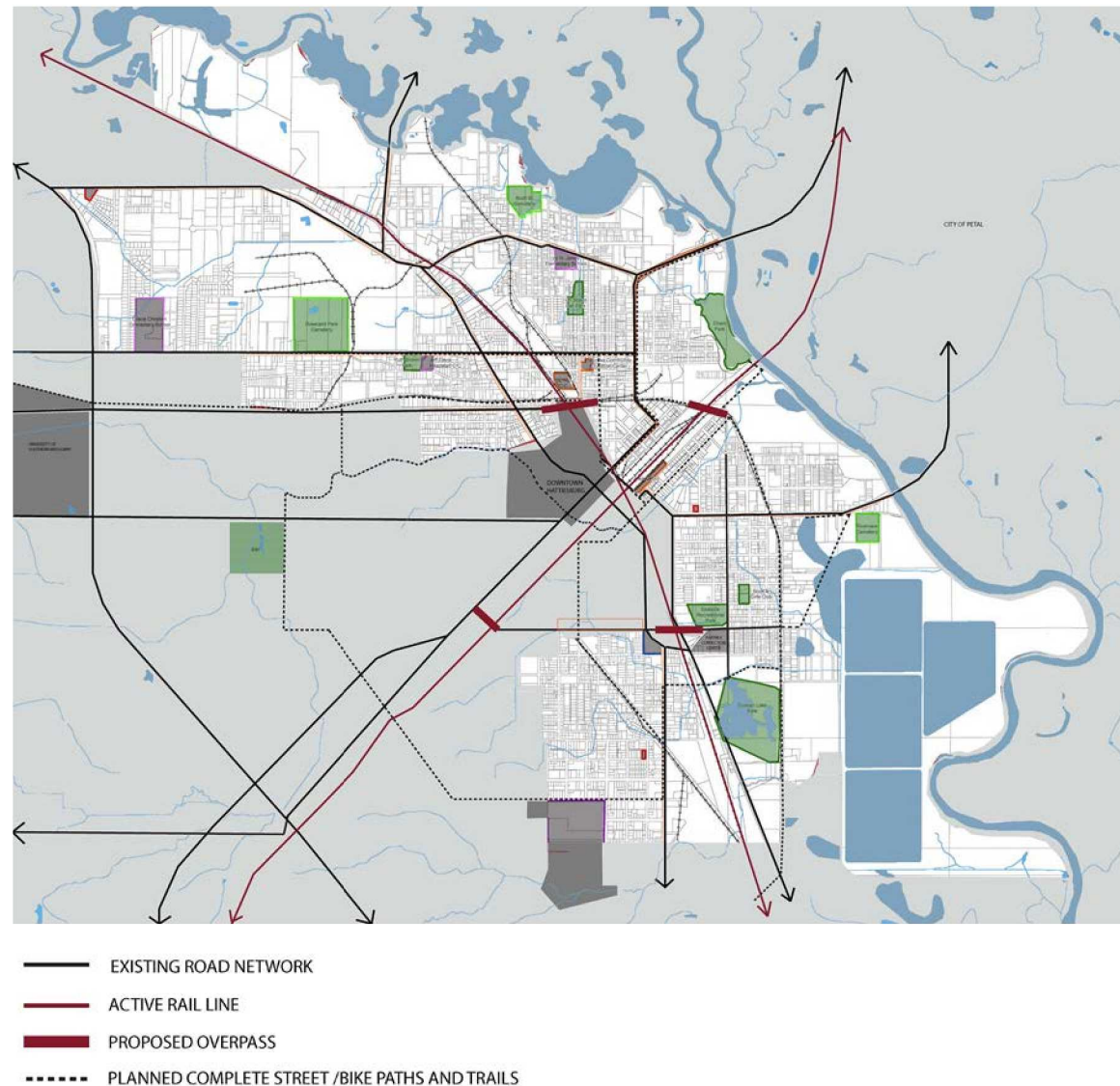
Neighborhood Conservation District 1 - single-family residential uses; certain two-family and multi-family residences, subject to use, density, and design guidelines; public and quasi-public uses, such as churches and schools; and small offices and retail uses clustered along collector streets or at the edges of neighborhoods and constructed to the same character as the surrounding residences.

Neighborhood Conservation District 2 - single-family residential uses; public and quasi-public uses, such as churches and schools; small neighborhood parks and tot lots.

Downtown District - various types of retail and service businesses, such as specialty shops and restaurants; anchor businesses, such as grocery stores, that draw residents to the district; public uses, such as city, county, state and federal offices, public parks and community centers; higher density residential uses, including condominiums and second-floor apartments; arts-related businesses, museums and cultural centers; and offices and employment centers.

Neighborhood Center Mixed-Use District - single-family residential uses; accessory apartments; small townhome developments (six to eight units

Existing Planned Projects



Industry and Corporate Office District or Industrial District 1 - general industrial uses; industrial parks; light industrial and corporate office campuses; and certain residential, public, retail, service and office land uses.

Industrial District 2 – manufacturing, production or assembly activities and related businesses including warehousing and wholesaling activities, businesses with outdoor storage of products and materials, and uses that produce noises, vibrations, dust and odors that are not typically found in neighborhoods or business districts.

Comprehensive Plan 2008-2028 of the City of Hattiesburg also has provisions for infrastructure improvement which include implementation of a 'bikes and trails' network that would provide multi-modal accessibility to all major amenities in the city; and expansion of the road network, including a new Gulfport Parkway traversing the East Jerusalem neighborhood.

Proposed Rail Road Overpasses

The City of Hattiesburg has active two rail lines passing through the Train Depot located in Downtown. These very busy lines section the city into four quadrants, and due to the use of at grade road crossings along the line, present a challenge in terms of accessibility through the city and safety to residents. Currently the city is in the process of considering the construction of road overpasses at four railway crossings to:

- ☒ Reduce accidents at on-grade crossings
- ☒ Enable the provision of emergency services to the eastern and southern sections of the city at all times
- ☒ Reduce the cost of time spent by travellers at closed crossings in the course of a day

The location of these proposed overpasses are:

1. E. 4th St. Overpass NS line and Gordon's Creek

on 4th St. from Bouie St. to East Hardy

2. E. 4th St. Overpass CN line on 4th St. between Main St. and Mobile St.
3. Hall Ave. Overpass CN line and Williams St. on Hall Ave. between Bay St. and S. Tipton St.
4. Hall Ave. Overpass NS line on Hall Ave. between Pine St. and M.L. King Ave.

SUMMARY

The intent of this plan is to develop solutions for the specific challenges faced by Twin Forks Rising (TFR). Based on the analysis of issues and opportunities identified specific to Twin Forks Rising in the previous chapters, the planning team developed the goals and strategies to be addressed in the future land use plan. The Comprehensive Plan 2008-2028 of the City of Hattiesburg remains applicable to the Twin Forks Rising area with the additional provisions of the Twin Forks Rising Land Use Plan complementing the Comprehensive Plan provisions for targeted areas.

7.2 Future Land Use

Based on the analysis of issues and opportunities identified in the previous chapters, the planning team developed the following goals and strategies to be addressed in the future land use plan.

a. Flood Mitigation

One of the biggest hurdles to the future of Twin Forks Rising is the risk of flooding and associated regulatory requirements. In order to ensure a stable and vibrant future, it is imperative to determine means to eliminate or reduce the flood risk. The solution needs not only to avert a flood event, but also to be comprehensive enough to warrant the revision of the Federal Emergency Management Agency's Flood Zone Map to allow no or minimal restrictions on development in all of Twin Forks.

Toward this end, the planning team researched strategies used by other communities as appropriate precedents that would correlate to the Twin Forks situation. Jumping to the forefront was a series of workshops called the Dutch Dialogues conducted in New Orleans after Hurricane Katrina and organized by David Waggoner, a New Orleans architect, and Dale Morris, from the Royal Netherlands Embassy. The Dutch Dialogues workshops were a collaborative platform for the interaction of engineers, landscape architects, city planners and other experts practicing in two cities famously impacted by the threat of flooding: Amsterdam and New Orleans. The workshop's aim was to adopt the extensive, successful experience of Dutch professionals in water management to solve the flooding challenges faced by New Orleans.



Type 1: Neighborhood relation to water retention structures. Example at E. Hardy St. and Leaf River

Image Source: Meyer, H., Morris, D., and Waggoner, D. (2009). Dutch Dialogues: Common Challenges in Urbanized Deltas. 67

After reviewing the different methodologies utilized in these workshops, the planning team selected the concept of increasing the water retention capacity of Twin Forks as the appropriate strategy. This would entail the construction of immense water retention structures that would serve as spillways to divert excess river/creek water. These structures, in addition, would be designed and constructed to be easily accessible to the community and serve as attractive neighborhood amenities as well. At normal times, these structures would serve as parks or other recreational areas with integrated, permanent

water features. At times of high water load, water would be released into the park to relieve the rivers and creeks, performing its retention function.

To apply this concept, the planning team sought to find locations for these man-made water retention parks. The criteria for the location of these structures are:

- ☒ Geographic distribution to attain maximum flood area coverage
- ☒ Availability of publicly or privately owned vacant land, or identification of areas that would pose relatively minimal challenges of reloca-



tion for properties

- ☒ Availability of existing connection to a river/creek

Accordingly, the following locations were selected:

- ☒ North of Chain Park at Old Highway 42 at the two rivers' confluence
- ☒ East of Canadian National Rail Line and 7th St., to the west of the Mobile/Bouie neighborhood. Structure will relieve flow to the Bouie River through a widened existing creek that passes by Scott St. Cemetery
- ☒ Expansion of Gordon's Creek south of Newman-Buschman neighborhood
- ☒ Southeast of E. Hardy St. and west of the Leaf River

b. Neighborhood Amenity Enhancement

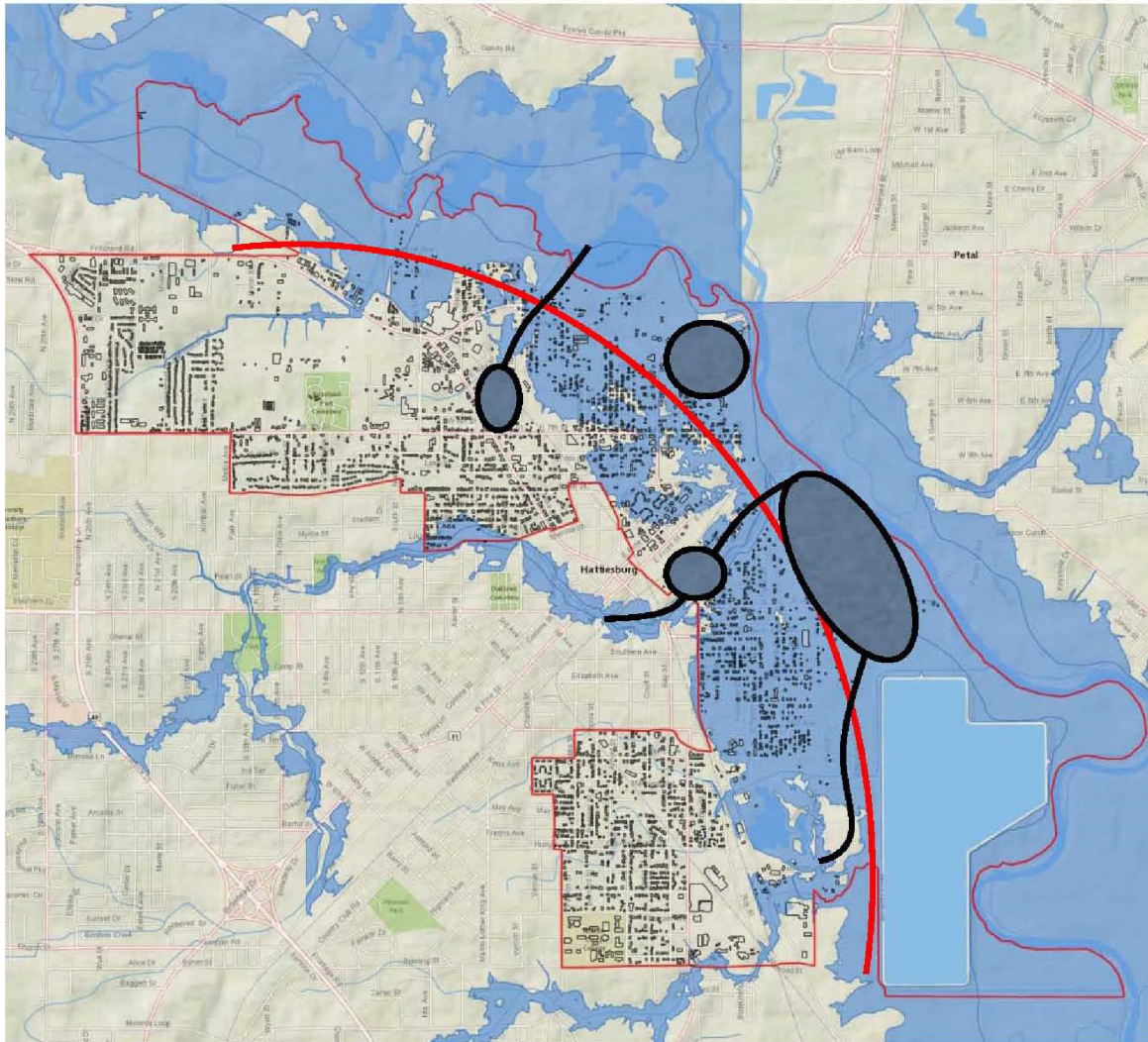
Most neighborhoods in Ward 2 have seen very little investment in the past decades and suffer from dwindling population, blight, or lack of amenities. An attraction is needed to trigger redevelopment as well as motivate current owners and developers to improve and redevelop properties. The four water retention parks described in the previous section provide such an amenity (see character sketches Type 1 & 2 on this page and the previous page) that will bring high value to local and regional residents and may potentially transform into economic development opportunities in the vicinity. Other amenities introduced in this plan are a neighborhood park in the Katie/Dabbs neighborhood as well as the promotion of neighborhood business uses that supply community needs within neighborhood blocks.



Type 2: Neighborhood relation to water retention park at varying levels of inundation. Example Gordon's Creek at Newman-Buschman neighborhood

Image Source: Meyer, H., Morris, D., and Waggoner, D. (2009). Dutch Dialogues: Common Challenges in Urbanized Deltas. 76

Location of Proposed Water Retention Parks



c. Increasing Accessibility to Existing Amenities

Currently, there are very good existing amenities in and around Ward 2. However, accessibility to these amenities has been very limited. This plan addresses this issue by improving streets, converting them into “complete streets” or creating bike/pedestrian trail connections to Chain Park, Dunbar Lake Park and Downtown Hattiesburg. In addition, the plan improves local streets in neighborhoods adjacent to Chain Park and Duncan Lake Park to activate re-population around these attractive amenities.

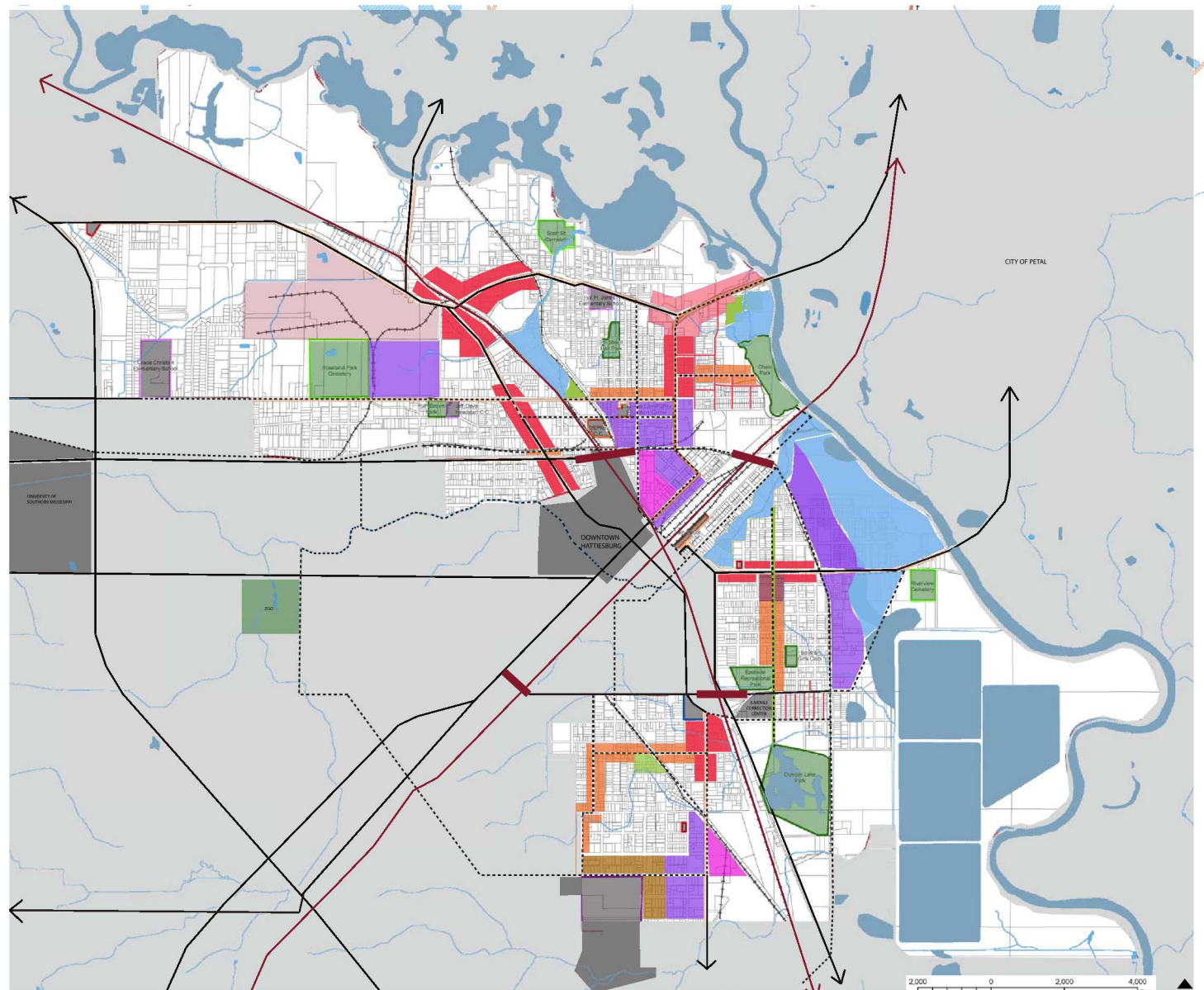
d. Development of Neighborhood Nodes and Corridors

Based on an analysis of the proposed land use plan of the Comprehensive Plan of City of Hattiesburg 2008-2028 and the four proposed railroad overpasses at 4th St. and Hall Ave., this plan promotes the creation of nodes and corridors of economic development and neighborhood services. These are located at Edwards St. commercial node at James St., Old Highway 42 Corridor at Main St., E. Hardy St. Corridor, Dabbs St. and Milton Barnes neighborhood corridor, Tipton neighborhood corridor, and 8th St. corridor at Chain Park.

e. Development of East Downtown

The East Downtown area is located east of the Canadian National Rail Line tracks in Downtown. This district is already on the National Register of Historic Districts and therefore is eligible for up to a 45% tax incentive. The area’s proximity to Downtown, its history as a vibrant African-American commercial district along Mobile Street and the current availability of funding in the form of tax incentives all make this area ‘low hanging fruit’ for immediate development into an expansion of Downtown with

Land Use Plan



Legend

	PROPOSED STREET INFRASTRUCTURE IMPROVEMENT PROJECTS
	EXISTING ROAD NETWORK
	ACTIVE RAIL LINE
	PROPOSED OVERPASS
	PLANNED COMPLETE STREET/ BIKES & TRAILS
	EXISTING COMMERCIAL
	NEW COMMERCIAL
	MIXED USE
	ENTERTAINMENT
	COTTAGE BUSINESS/RESIDENCES
	NEW WATERFEATURE/PARK
	EXISTING WATERBODY
	EXISTING FACILITIES
	EDUCATIONAL ENTERPRISE ZONE
	NEW PARKS
	EXISTING PARKS/CEMETRIES
	SOCIAL SERVICES
	LIGHT INDUSTRIAL

entertainment and mixed-use districts.

f. Redevelopment of Hercules Site

Twin Forks residents have expressed significant concern in regard to the contamination and lack of vision about the site's future. The site is currently undergoing testing for contaminants to satisfy MDEQ requirements. Once the site has been cleared, the site is proposed to be divided into two uses: mixed-use in the section close to 7th St., and light industrial for the larger tract adjacent to US 42.

g. Maximizing WCU Potential

Located partially in Ward 2, William Carey University (WCU) is one of its significant assets. The University is currently undergoing an expansion program, acquiring properties in the surrounding blocks. WCU possesses numerous properties two blocks north of Tuscan Ave. and one block east of Cherry St.. With the intent of streamlining redevelopment efforts of the University and providing opportunities for other compatible economic and educational endeavors, the plan creates an educational enterprise zone around WCU surrounded by mixed-use zones.

7.3 Land Use Category or 'District' Definitions

As discussed in the Existing Plans and Studies section of this document (see pages 27-30), the Future Land Use Plan of the Comprehensive Plan 2008-2028 of the City of Hattiesburg remains applicable to the TFR area with the additional provisions of the TFR Land Use Plan complementing the Comprehensive Plan provisions for targeted areas.

Commercial District: The Entertainment District

corresponds with the 'Community Business District' as defined in the City's Comprehensive Plan. (See page 29).

Mixed Use District: The Entertainment District corresponds with the 'Neighborhood Center Mixed-Use District' as defined in the City's Comprehensive Plan (see page 28). In addition, it is envisioned to include anchor businesses such as grocery stores, movie theaters, and department stores. Where located close to water features and parks, it may also include boardwalk developments and public or private indoor and outdoor performance venues.

Entertainment District: The Entertainment District corresponds with the 'Downtown District' as defined in the City's Comprehensive Plan (see page 28). In addition, it is envisioned to be a geographic area where food, music, productions, and cultural events are concentrated in TFR. This concept embraces the creation of restaurants that provide music and adheres to the City's noise ordinances. The intent is to help create a viable, attractive, and safe nightlife scene where activity and investment is made in TFR. This concept does not embrace just the development of bars. During the day, it may also serve as a "lunch crowd" destination and offer cultural resources, such as an art center, potters and similar crafts.

Cottage Business and Residence District: The Cottage Business and Residence District corresponds with the 'Neighborhood Business District' as defined in the City's Comprehensive Plan (see page 29). In addition, it is envisioned to allow people in their homes to own and operate small scale busi-

ness ventures. This may be professional in nature or may be service oriented. Clients or customers may come and go, but the noticeable increase in residential traffic would be minimal. Examples may include a home based beautician, artist, writer, graphic designer, real estate agent, personal trainer, and other similar type occupations. These occupations may be operated out of their homes or in accessory buildings located on residential property.

Water Features/Parks: The Water Features proposed by this plan serve a multitude of purposes. First and foremost, they serve as a means of storm-water management and flood attenuation. Secondly, they service as a public amenity and a means to create private investment. It is envisioned that the design will include a combination of water body and green area that would serve as spillway for increased water retention capacity as needed. These structures may also accommodate compatible uses such as water parks and other revenue generating uses that would not affect their primary performance on water retention.

Educational Enterprise Zones: The Education Enterprise Zone seeks to facilitate and capitalize on the growth of William Carey University (WCU). WCU is partially located in TFR and is a tremendous asset that is currently growing and investing in itself and in the community. The Educational Enterprise Zone seeks to provide great flexibility to William Carey in the expansion of the campus. It would allow educational uses, mixed-use buildings, higher residential densities to accommodate student apartments and dorms, surface parking, allow museums and art space as well as restaurants, food service and pro-

fessional office space.

Social Services District: The Social Services District seeks to provide resident services to the community at a geographically defined location with easy public transportation access. Uses would include outreach ministry locations, medical and health clinics, family planning, training centers, socially orientated government services and similar types of activities.

Light Industrial District: The Light Industrial District corresponds with the 'Industry and Corporate Office District' as defined in the City's Comprehensive Plan. (See page 29).



Chapter Eight

Infrastructure

The Phase I report for the planning effort detailed and inventoried much of the existing infrastructure in Ward 2. In general, however, the infrastructure for purposes of this phase is defined as city owned and operated, and can be classified as in poor shape requiring rehabilitation.

The City is, however, undergoing a significant reinvestment in water and sewer lines, most notably on the northern side of TFR. These large and expensive projects will result in the reconstruction of streets as well. These projects, which are all booked and scheduled, will provide considerable upgrades for the residents and businesses in TFR. Additionally, parts of the TFR district, Mobile St. for example, have had significant streetscape improvements. Mobile St. now provides two-way traffic with a dedicated bicycle lane. Mobile St. also has new curbs, gutters and sidewalks with attractive pedestrian scale street lighting. Mobile Street is an example of the improvements that the City can create and implement within the public realm.

Besides the projects relating to water and sewer upgrades, the major area of concern in TFR relates to poor or inadequate drainage. Much of the failure of the infrastructure can be directly or indirectly attributed to drainage issues. Many of the streets in TFR were simply paved dirt roads. When they were originally paved stormwater was not part of the project and, thus, many of the residential areas in TFR have small open ditches and the streets have little to no formalized stormwater management. The lack of a formalized system in conjunction with maintenance needs results in standing water, inadequate drainage, and a variety of other issues. This water, over time, breaks down roadway stability leading to further deterioration of the paved dirt roads.

The planning team took considerable effort to evaluate the infrastructure in TFR from a variety of perspectives. The prism used to evaluate the infrastructure was based on what is the benefit or burden to the quality of life and investment in TFR. Based on

these two primary criteria the team embarked on a comprehensive effort in an attempt to identify infrastructure projects that would provide a solid basis for the re-evolution of TFR.

Because much of the evaluation of the infrastructure and the analysis needed to arrive at sound engineering projects was needed, the planning team created a “sister” team of engineers that ran on a parallel tract during the development of the future plan. This engineering team evaluated current conditions, met with City staff, collected data, and performed field inspections. The team participated in Town Hall and Working Group meetings. The future master plan, as outlined in this document, was coordinated with the engineering team so that project scopes and recommendations implement the vision and desire that the master plan seeks to create.

The engineering team worked diligently to create a series of projects that implement the plan, are affordable for the City to implement, and are ranked

according to priority. The project “fly sheets,” or project descriptions, also provide a scope and a real world engineering based cost estimate. Some of the projects are quite easy to implement and others will require the appropriate amount of engineering in order to be implemented. It is the hope and desire of this project and effort that these infrastructure projects will simply be “inserted” for funding into the City of Hattiesburg Capital Improvements Plan and future maintenance plan efforts. It is important to note that the size of the projects was purposefully kept reasonable so that single projects can be executed on a year-over-year basis. This approach provides flexibility allowing multiple projects to take place at once if funding is appropriately applied.



Chapter Nine

Human Capital Development

Human Capital Development

Perhaps the greatest, and the most underutilized, asset in TFR are the people that call Ward 2 home. These residents represent the future of Ward 2, while bearing its current struggles. This TFR Master Plan is intended to provide a roadmap to help spur investment, opportunity and also to improve the quality of life. A vital portion of the equation for success is for the residents in Ward 2 to also improve economically speaking.

The strategies suggested in this chapter are more germane to the local Community Development Corporation (CDC) proposed to be created, rather than for other agencies. It is envisioned that the CDC will secure an initial capital base from which to

operate. This capital will be used by the CDC to help fund private and economic redevelopment projects. The CDC acts similar to a bank in that it lends capital and then uses those returns to make further lending decisions. This model and similar strategies have proven to be successful across the country.

The purpose of human capital development is to increase opportunity and break the cycle of poverty. The CDC, through its use of capital, incentives and other efforts, can contribute significant positive impacts.

Suggested strategies include:

1. Financial Incentives - The CDC through lending to commercial enterprises may require a cer-

tain percentage of workers in all earning strata to come from TFR.

2. Education Cooperative – The CDC should have the ability to leverage resources and opportunity by partnering with other institutions such as USM, Pearl River Community College, and WCU to foster educational opportunities. It has been proven over the course of time that education and workforce development skills play a primary role in the ability to earn income.
3. National Emergency Grants – Hattiesburg is located geographically in an area that can be impacted by severe weather. When these situations unfortunately occur, National Emergency Grants can provide localized temporary recovery jobs. These jobs range from manual labor to more professional services. While these jobs

are temporary and short-term, it does present an opportunity for the CDC in both the short-term and long-term. On a short-term basis the CDC can advocate for residents of TFR and facilitate awareness of employment opportunities. In the long-term, the CDC can utilize the pool of employees as a targeted resource for further education and workforce development training.

4. Business Incubator – The CDC may want to consider creating a business incubator in TFR for residents. There are many great examples of business incubators around the country and even in Mississippi. For example, the residents of Moss Point, MS have an opportunity to participate in just such a local incubator. In fact, one of the businesses supported by the incubator recently won local, state and even national recognition for its success story.
5. Middle Class Express – This is a program utilized by states that focuses on the long-term path to prosperity. It involves multiple strategies to increase life skills, education, financial literacy and other opportunities. The program requires a multi-year commitment and involves “sweat-equity” from the participant. While a program such as this may be beyond the administrative core of the CDC, the CDC can certainly provide resource assistance and facilitate other aspects of the program. It is important to note that the MCE program requires partners to be a success and the CDC could play a vital partnership role.
6. Improving Graduation Rates – Education is critical to success and young people must graduate from high school in order to ever have an

opportunity to become successful. The CDC may be able to partner with the school system and other social institutions such as churches to provide suitable counseling, tutoring, transportation and maybe even childcare so a GED or graduation can take place. Efforts such as these invest in the individual, which is a cornerstone of future success.

7. Crime Watchers – The CDC can partner with the Police Department to facilitate a crime watch program. A local neighborhood based program fosters civic pride and social accountability with the obvious goal of reducing crime. Simply requesting additional police protection when local government budgets are strained may not prove to be useful in the long run. Facilitating this program engages citizens and ensures they are part of the solution.
8. Adopt-A-Street Program – The CDC in partnership with public works can facilitate local Adopt-A-Street maintenance programs. Routine activities such as mowing grass, litter patrol, and in the long-term, landscaping can build relationships and improve the neighborhoods.

In closing: The CDC can become an influential organization for positive change in TFR. It can become influential through financial resources, building partnerships, and politically. The CDC needs to be careful to not become schizophrenic and attempt to do too much too early. At first the CDC must demonstrate success to the community, to its partners and to the City. Success builds legitimacy and the CDC must be careful not to be overly aggressive.



Chapter Ten

Implementation

This chapter provides guidance on what actions need to be taken as well as when they need to be taken to fully realize this master plan. The actions are listed as strategies under each planning element and also designated as short, medium or long-term actions. In addition, a general phasing plan holistically divides Ward 2 into geographic sections of priority activities.

This chapter also contains a breakdown of costs for the infrastructure portion. Each individual project is described and listed by priority in accordance with the overall phasing plan developed. However, it does not include estimates for the proposed water retention parks. This is because in-depth analyses and feasibility studies as well as preliminary designs need to take place before costs can be generated.

10.1 implementation Strategies

INFRASTRUCTURE	TIME FRAME		
	SHORT	MEDIUM	LONG
Define a plan to develop new waterfront features according to Master Plan:			
- north of Riverview Cemetery		X	
- east of Train Depot		X	
- north of Chain Park		X	
- adjacent railway just northwest of CE Roy CC		X	
Enhance pedestrian connections across the new overpass bridge by providing a dedicated and separated pedestrian / bicycle travel lane	X		
Promote the overall character of Twin Forks Rising through low-maintenance design of streetscapes and other public spaces:	X		
- Coordinate highway improvements with Mississippi Department of Transportation's plans for the highway within Twin Forks Rising		X	X
- Implement Complete Streets Policy	X		
Expand street infrastructure to serve infill and newly developed areas:			
- adjacent to Chain Park		X	
- adjacent to juvenile correction center			X
For infrastructure improvement projects, consider the viability of upgrading as many utility elements simultaneously as possible to reduce duplication of efforts and impact on neighboring uses	X		
Promote opportunities for all travel modes, while preserving the character of Twin Forks Rising:			
- Encourage multi-modal connections, specifically pedestrian and bicycle, between all neighborhoods	X		
- Require that all transportation projects, whether developer or government initiated, consider pedestrian and bicycle level of service as part of the analysis	X		

ECONOMIC DEVELOPMENT	TIME FRAME		
	SHORT	MEDIUM	LONG
Promote and facilitate new commercial development according to Master Plan:			
- at Edwards St and James St intersection		X	
- along E. Hardy St.		X	
- along Bouie St.	X		
- along Main St.	X		
- northeast of Hercules brownfield			X
Promote Cottage Business development according to Master Plan:			
- along Dabbs St. and Milton Barnes Ave.	X		
- along Tipton St., south of E. Hardy St.		X	
- along E. 8 th St. at Chain Park entrance		X	
- along E. 7 th St., north of downtown Hattiesburg			X
Promote mixed-use development according to Master Plan:			
- east of William Carey University	X		
- east of new Gulfport Parkway			X
- northeast of downtown Hattiesburg	X		
- east of Roseland Park Cemetery			X
Promote entertainment development according to Master Plan:			
- east of William Carey University	X		
- northeast downtown Hattiesburg		X	
Develop and promote Educational Enterprise Zone according to Master Plan:			
- north and east of William Carey University	X		
Create incentives to increase homeownership	X	X	X
Encourage appropriate light industrial development to occur along Highway (at existing Hercules Inc. brownfield site):		X	

ECONOMIC DEVELOPMENT	TIME FRAME		
	SHORT	MEDIUM	LONG
- Create a program to assist property owners in financing and planning for the rehabilitation or redevelopment of their property	X	X	X
- Encourage the creation of business through technical support and educational information regarding finance, capital, marketing, sales, etc.		X	X
- Develop a Twin Forks Rising business brochure to promote local business	X		
Allow for community oriented development to occur adjacent to the downtown district to enhance the existing town center atmosphere and build on the existing character			X
Ensure that new development is reflective of the small town scale, character, and architectural vernacular:	X		
- New construction should reflect the context of historic and existing buildings, respecting regional architectural expression while also allowing for change within the traditions		X	X
- Identify opportunities for technical support or regulatory streamlining for projects that adaptively reuse or rehabilitate existing structures and projects that use green building practices, such as energy efficiency	X		
- Encourage quality building design and materials that promote longevity and adaptability of buildings and developments over time		X	X
Ensure the future character and contribution to the community through quality development that is appropriate in its context:			X
- Identify properties for clean-up and improvement as well as infill development opportunities	X		
- Design to support the Master Plan			X
Provide opportunities to mix compatible land uses within Twin Forks Rising and better integrate supporting uses among adjacent developments:			
- Convenience stores into neighborhood hubs	X		
- Design for diversity and mixed-use	X	X	X
- Encourage mixed-use development to promote coordination and collaboration among	X	X	X

ECONOMIC DEVELOPMENT	TIME FRAME		
	SHORT	MEDIUM	LONG
institutions			
- Include new housing in development	X	X	X
- Offer diverse housing types	X	X	X
- Increase density at commercial hubs and along Mobile Street	X	X	X
Establish and/or implement overlay standards for non-residential areas	X		
Assess and revise the current zoning code for consistency with the plan	X		
Enhance the highway commercial corridor, which leaves a lasting impression on visitors and residents of the community:			
- Develop a physical improvement and urban design plan for the highway corridor			X
- Require all public improvements be reviewed and recommended by the Planning Commission	X	X	X
- Review individual development plans and require improvements be consistent with any specific plans addressing the highway corridor			X

ENVIRONMENTAL QUALITY	TIME FRAME		
	SHORT	MEDIUM	LONG
Remediate and redevelop brownfield areas:			
- Facilitate evaluation and remediation processes for areas identified as brownfields in conjunction with relevant authorities such as EPA, MDEQ	X	X	X
- Facilitate court proceedings where lawsuits are in motion for a final determination	X		
- Market areas to site selection consultants and real estate developers to secure new users per designated land use		X	
- Facilitate site control for new users		X	X
- Develop a fast-track review and approval process for development proposals	X		
- Provide the necessary infrastructure support for planned redevelopments	X	X	X
- Improve the South Lagoon Wastewater Treatment facility			X
Consider financing arrangements on brownfield sites			X

HISTORIC	TIME FRAME		
	SHORT	MEDIUM	LONG
Support Twin Forks Rising as an intergenerational community:			
- Provide events for residents and visitors of all ages	X		
- Review ordinances for the ability to develop homes that accommodate an older population as well as new families		X	
Protect and preserve historic homes and properties:			
- Promote existing historic districts	X		
- Create programs for recognizing or featuring specific exemplary properties		X	X
- Create and promote a list of qualified local / regional professionals for referrals on rehabilitation or routine maintenance projects	X		
- Maintain and monitor inventory of public and private grants to promote historic preservation policies			X
- Assist property owners with applications for Hattiesburg Historical Society and National Historic Landmark dedication	X		
Encourage the investment and revitalization of neighborhoods and homes:			
- Promote infill housing that respects the development pattern and character of Twin Forks Rising	X	X	X

SOCIAL SERVICES	TIME FRAME		
	SHORT	MEDIUM	LONG
Develop a Social Services Center at Tipton St. and E. Hardy St. to serve the East Jerusalem neighborhood:			
- Prepare the vacant Eaton School site for development as a professional services building or remove it	X		
- Facilitate the development of adjacent blocks as office/professional services buildings		X	
- Secure available funding such as historic tax credits and new market tax credits to support development			X
- Coordinate with public and private services to place tenants (e.g. urgent care, day care, job placement assistance center)			X

FLOOD CONTROL	TIME FRAME		
	SHORT	MEDIUM	LONG
Prevent flooding caused by overflow of water bodies:			
- Work with other municipal, state and federal government agencies on initiatives to conduct regional stormwater master plans	X	X	X
- Review and update development regulations to allow for low impact development standards that mitigate stormwater runoff	X		
- Implement low impact design standards for streets that collect and filter water through a natural stormwater treatment system	X	X	X
- Reduce flooding by slowing down the flow of water and increasing pervious areas		X	X
Implement water retention parks as per master plan:			
- Develop preliminary designs and analysis	X	X	X
- Complete environmental impact studies		X	X
- Determine preliminary cost estimates	X		
- Research implementation funding options	X	X	X
- Develop partnerships			X
Reduce non-point source pollution through natural stormwater treatment methods:			
- Educate and encourage property owners to make improvements to their property that could reduce volume and treat stormwater runoff (i.e. best management practices)	X		
- Make improvements to public rights-of-way and open spaces that serve aesthetic functions as well as helping to treat and retain stormwater runoff		X	
- Review and change site design standards to promote site designs that minimize impervious surfaces and prioritize infiltration of stormwater	X		
Improve storm sewers as part of infrastructure re-development plan	X		

HOUSING	TIME FRAME		
	SHORT	MEDIUM	LONG
Form or identify a community housing development organization to lead the development task as a master developer:	X		
- Identify affordable housing goals		X	
- Market and advertise Ward 2 as a location of choice	X		
Improve the existing housing stock:			
- Educate property owners on funding opportunities for energy efficient products	X	X	
- Develop an acquisition process such as the Road Home program to address blighted and vacant properties			
- Develop a program such as the Lot-Next-Door program to allow existing residents to redevelop adjacent blighted properties		X	
- Enforce and coordinate the current property adjudication process to enter affected properties into programs listed above		X	
- Pending the installation of proposed water retention parks, facilitate the revision of the FEMA floodplain map and development guidelines to remove or reduce minimum requirements			X
Develop infill single-family housing on vacant or blighted properties:			
- Identify a pilot neighborhood to commence projects	X		
- Identify sites for development and assess site control options	X		
- Develop design guidelines to maintain neighborhood character		X	
- Promote sustainable design and energy cost saving design strategies	X		
- Conduct infill housing development in pilot neighborhood		X	
- Evaluate pilot success and prepare to replicate in other neighborhoods		X	
- Implement infill development projects in all Ward 2 neighborhoods		X	X
Develop new multi-family housing:			
- Identify priority development zones and develop incentive packages	X	X	
- Promote sustainable design and energy cost saving design strategies	X	X	
- Implement strategy in all Ward 2 neighborhoods		X	

QUALITY OF LIFE	TIME FRAME		
	SHORT	MEDIUM	LONG
Provide convenient access to existing amenities:			
- Upgrade streets for better pedestrian and bike access from Ward 2 to Chain Park	X		
- Upgrade streets for better pedestrian and bike access from William Carey University to Downtown	X		
- Upgrade streets for better pedestrian and bike access from Dabbs/Katie and East Jerusalem neighborhood to Duncan Lake Park	X		
- Provide convenient access to Leaf River for recreational use		X	
- Finalize approval and design processes for the City's proposed railroad overpass projects	X		
- Facilitate the installation of railroad overpasses	X		
Develop new neighborhood parks and outdoor recreation:			
- At Milton Barnes Ave. and old rail bed		X	
- At E. 7 th St and Canadian Central Railroad		X	
- Develop water retention parks that serve as flood water storage ponds and neighborhood amenities	X	X	X
- Facilitate the development of regional and neighborhood attractions in proximity to the water retention parks	X	X	X
Provide neighborhoods with access to fresh foods:			
- Form or identify community-based organizations to run farmers' markets within neighborhoods	X	X	X
- Facilitate the application of SNAP food benefits (food stamps) at farmers' markets	X		
- Encourage the formation of community gardens by neighborhood residents and allow them on city property	X	X	X
- Form or identify community-based organizations to run cooperative food stores within neighborhoods	X	X	
- Consider and implement edible landscaping projects	X	X	

CITY POLICY	TIME FRAME		
	SHORT	MEDIUM	LONG
Develop and adopt a capital improvements need-based program that coordinates and budgets for necessary improvements in the district	X	X	X
Develop a five-year plan for all city operations including addition of personnel and new technology as the need arises to implement master plan recommendations		X	
Link annual comprehensive plan reviews and decisions to the town budget and new capital improvements program to ensure logical implementation of the plan through a variety of practices and processes			X
Continue to monitor and enforce traffic violations as a means to reduce potential incidences along roads:	X		
- Inform residents of how to identify and document violations	X		
- Continue to support patrols in Twin Forks Rising	X		
- Develop a long range plan regarding police protection			X

10.2 Plan Phasing

As is usually the case, this master plan addresses a vast area in need of intervention, while chances are that available funds will be limited at any given time. In order to have the maximum return from any public or private investment, it is necessary that projects be linked geographically or conceptually in order to take advantage of synergetic advantages and achieve maximum impact. A geographically focused intervention will also provide maximum

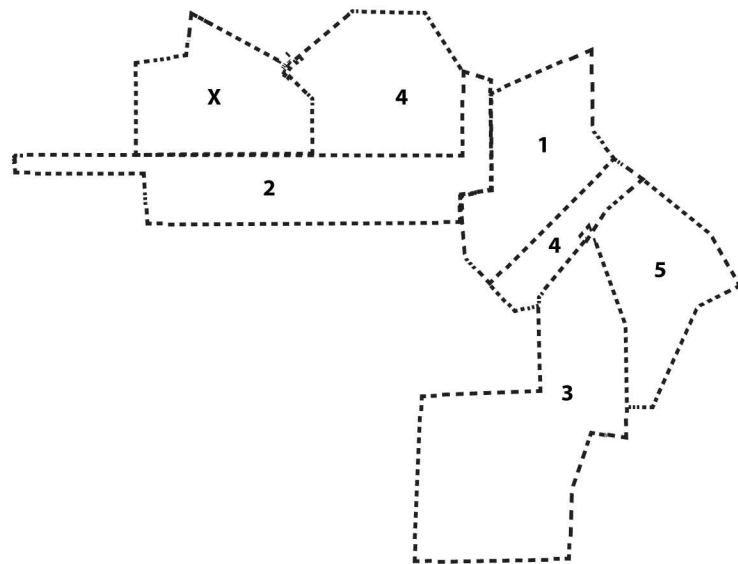
visibility of successes and therefore generate more interest and momentum.

The following phasing plan first focuses projects around utilizing existing amenities and available funding opportunities optimally. Next, it focuses on neighborhood revitalization efforts that would provide the greatest value for residents. At the same time, primary design, feasibility studies, permitting and financing activities should take place for projects that require extensive public/private investment. The final phase consists of the implementa-

tion of projects requiring extensive public/private investment.

It is important to note that this phasing plan is only intended to be a starting point for analysis for the implementing agency of this master plan. A closer look at specific projects may lead to the discovery of other factors that determine the order of projects. This section is, therefore, intended to serve only as a general guide on how to prioritize areas for intervention and investment.

Phasing Plan



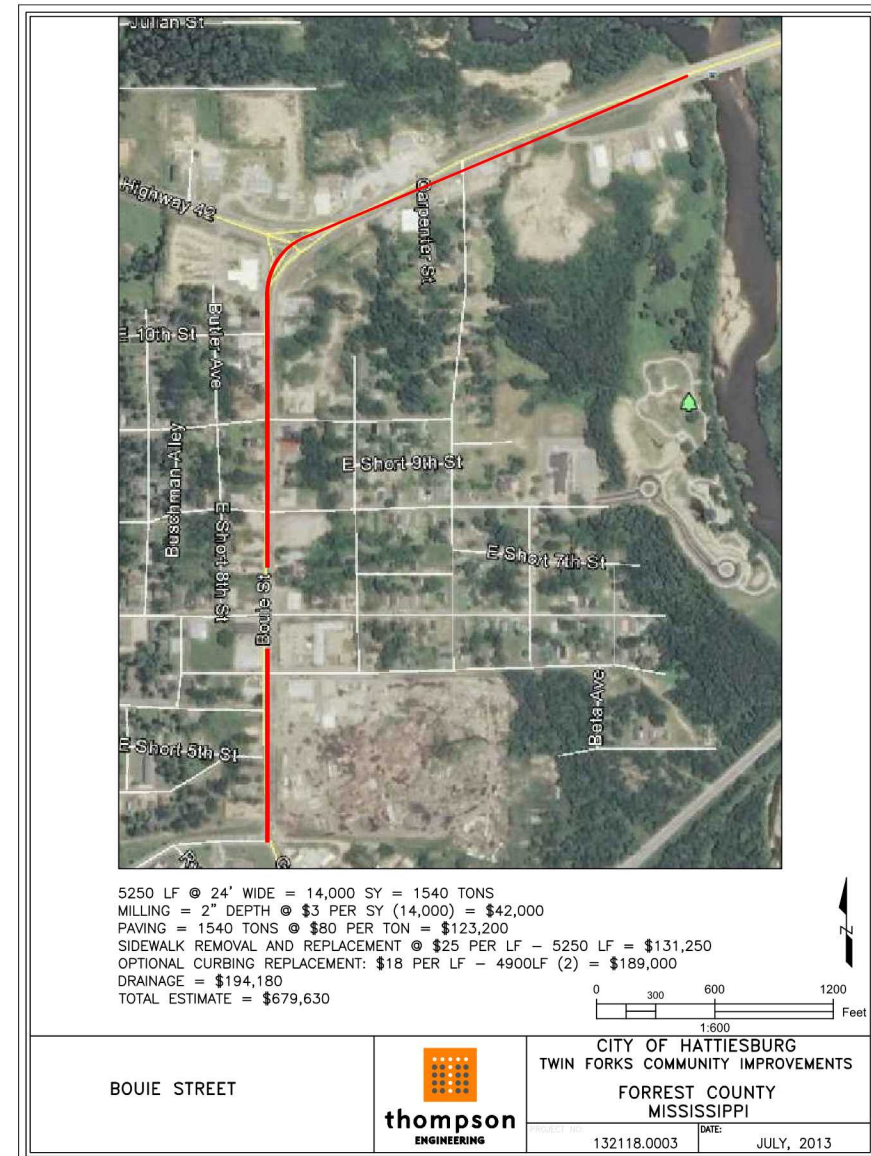
LEGEND

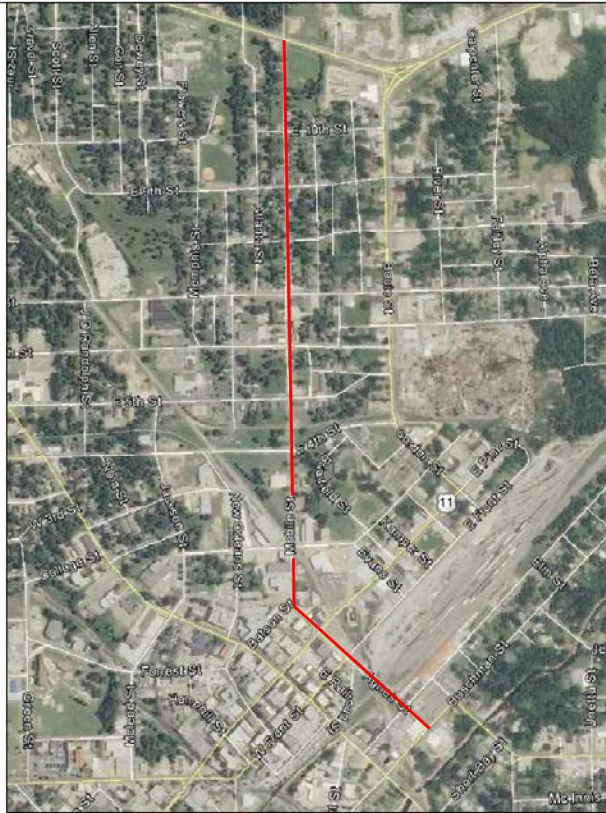
- PHASE 1** PROMOTE EAST DOWNTOWN EXPANSION BY TAPPING AVAILABLE TAX CREDITS AND PROVIDING INCENTIVE PACKAGES
IMPROVE ACCESS TO EXISTING AMENITIES, I.E. CHAIN PARK, EAST DOWNTOWN
PROMOTE RESIDENTIAL DEVELOPMENT AROUND CHAIN PARK
DEVELOP WATER RETENTION PARK AT CHAIN PARK, IMPLEMENT GATEWAY DESIGN AT OLD HIGHWAY 42 BRIDGE AT LEAF RIVER
- PHASE 2** EXPAND IMPROVED ACCESS FROM WESTERN SECTION OF WARD 2 TO EXISTING AMENITIES, I.E. CHAIN PARK, EAST DOWNTOWN
- PHASE 3** DEVELOP CURRENT EATON SCHOOL AND VICINITY INTO A SOCIAL SERVICES NODE
IMPROVE ACCESS TO EXISTING AMENITIES, I.E. CHAIN PARK, DOWNTOWN, DUNCAN LAKE, NEW COMMERCIAL AND SOCIAL SERVICES NODES
PROMOTE IMPROVEMENT AND NEW DEVELOPMENT IN EAST JERUSALEM, KATIE-DABBS AND ADJACENT NEIGHBORHOODS PER MASTER PLAN
DEVELOP NEW PARK ALONG MILTON BARNES AVE, PROMOTE COTTAGE BUSINESSES AND FRESH FOOD VENUES ALONG DABBS ST. AND TIPTON ST.
PROMOTE CAMPUS EXPANSION AND MIXED USE DEVELOPMENT AROUND WILLIAM CAREY UNIVERSITY, PROVIDE CONVENIENT PEDESTRIAN AND BIKE ACCESS FROM UNIVERSITY TO DOWNTOWN
- PHASE 4** DEVELOP WATER RETENTION PARKS ALONG GORDON'S CREEK AND FORMER MERIDIAN FERTILIZER PLANT SITE
PROMOTE IMPROVEMENT AND NEW DEVELOPMENT IN MOBILE/BOUIE AND OTHER NEIGHBORHOODS ADJACENT TO MAIN ST., RAILROAD LINES AND OLD HIGHWAY 42
- PHASE 5** DEVELOP WATER RETENTION PARK ALONG LEAF RIVER
PROMOTE IMPROVEMENT AND NEW DEVELOPMENT ADJACENT TO WATER RETENTION PARK PER MASTER PLAN
DEVELOP NEW GULFPORT PARKWAY
IMPLEMENT GATEWAY DESIGN AT E. HARDY ST. AND LEAF RIVER
- PHASE X** PRIORITY DEVELOPMENT SITE AFTER APPROPRIATE REMEDIATION ACTIVITIES ARE COMPLETED

10.3 Infrastructure Project Cost Estimate

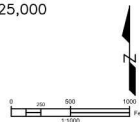
Priority	Project Name	Total Cost
1	Bouie Street	\$ 679,630.00
2	Mobile Street	\$ 809,970.00
3	Gordon Street/Front Street	\$ 663,215.00
4	East 4th Street	\$ 338,360.00
5	West 7th Street	\$ 958,160.00
6	East 6th Street/East 7th Street	\$ 840,560.00
7	West 4th Street	\$ 932,064.00
8	East Short 7th Street/East 8th Street/East Short 9th Street/East 9th Street	\$ 193,760.00
9	Fairley Street/River Street/Alpha Avenue/Beta Avenue	\$ 239,680.00
10	Tuscan Avenue/Penton Street/Dabbs Street/Ronie Street	\$ 1,423,660.00
11	Manning Avenue/Edwards Street/James Street/Bikeway	\$ 1,323,860.00
12	Southeast Drainage Canal/Old Hwy 49-Manning Street	\$ 182,000.00
13	Central Drainage Canal	\$ 525,000.00
13	Tipton Street	\$ 840,560.00
15	Greely Street/Lincoln Street/Sullivan Street/Webster Street/McKinley Street/Alcorn Street/Hall Avenue/Klondyke Avenue	\$ 446,110.00
16	Gulfport Street/Buschman Street	\$ 1,909,110.00
17	Proposed Hall Avenue Extension	\$ 330,960.00

\$ 12,636,659.00





6250 LF @ 24' WIDE = 16,700 SY = 1840 TONS
 MILLING = 2" DEPTH @ \$3 PER SY (16,700) = \$50,100
 PAVING = 1840 TONS @ \$80 PER TON = \$147,200
 SIDEWALK REMOVAL AND REPLACEMENT @ \$25 PER LF - 7200 LF = \$156,250
 OPTIONAL CURBING REPLACEMENT: \$18 PER LF - 6250LF (2) = \$225,000
 DRAINAGE = \$231,420
 TOTAL ESTIMATE = \$809,970



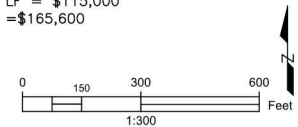
MOBILE STREET



CITY OF HATTIESBURG
 TWIN FORKS COMMUNITY IMPROVEMENTS
 FORREST COUNTY
 MISSISSIPPI
 PROJECT NO: 132118.0003 DATE: JULY, 2013



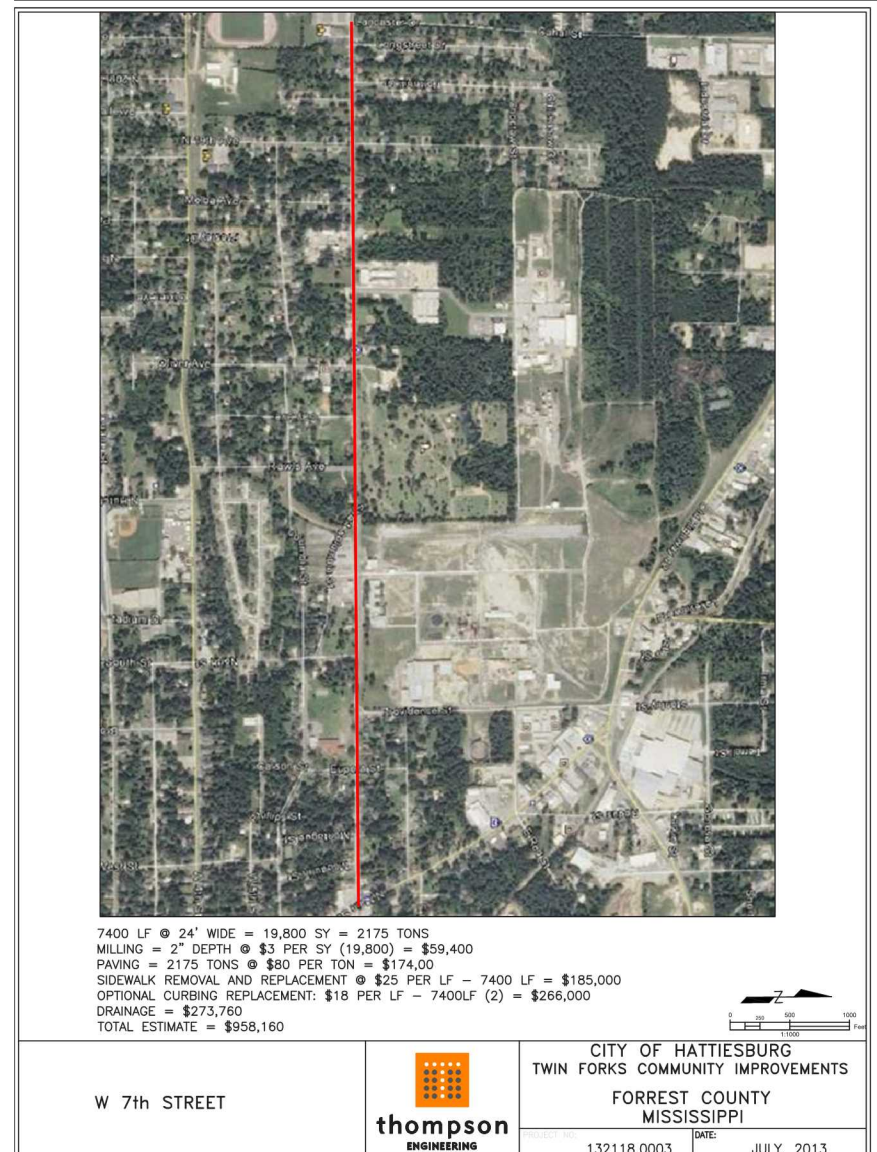
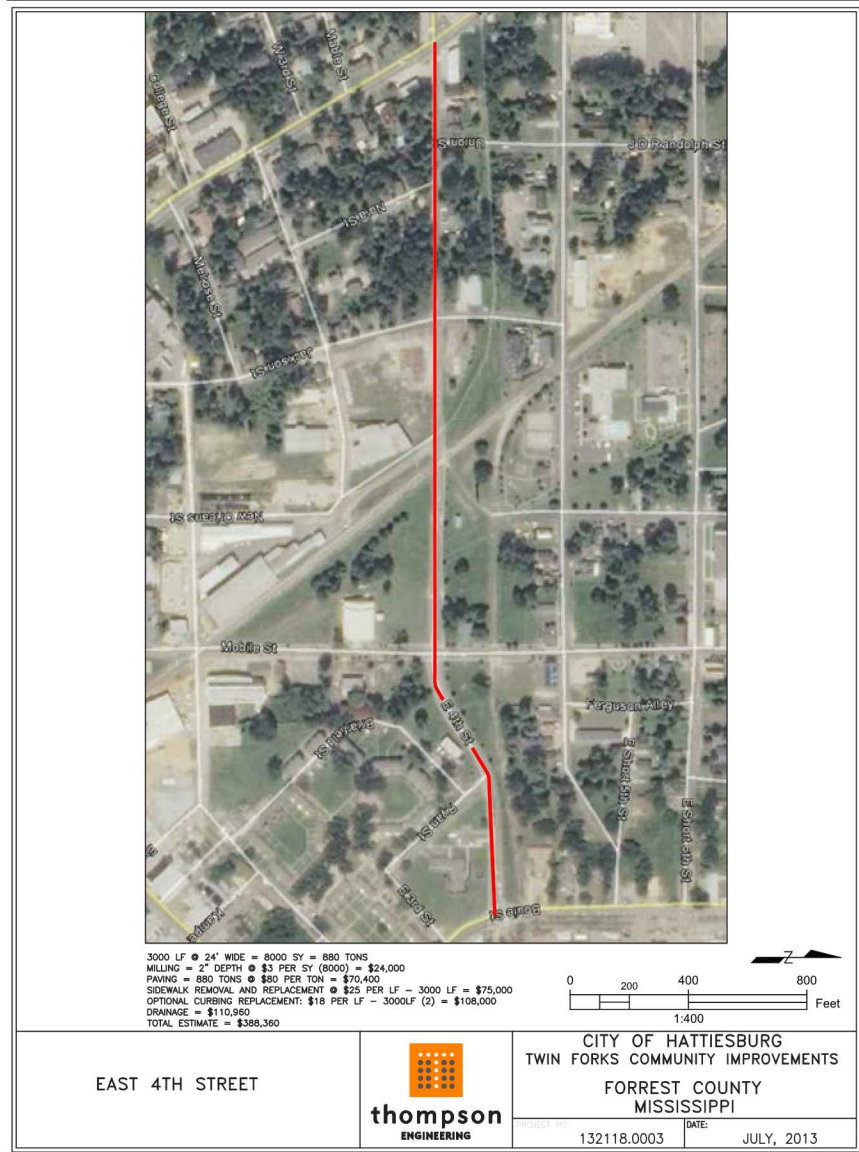
4600 LF @ 24' WIDE = 12,300 SY = 1350 TONS
 MILLING = 2" DEPTH @ \$3 PER SY (12,300) = \$36,900
 PAVING = 1350 TONS @ \$80 PER TON = \$108,000
 SIDEWALK REMOVAL AND REPLACEMENT @ \$25 PER LF - 4600 LF = \$115,000
 OPTIONAL CURBING REPLACEMENT: \$18 PER LF - 4600 LF (2) = \$165,600
 DRAINAGE = \$170,200
 TOTAL ESTIMATE = \$595,700

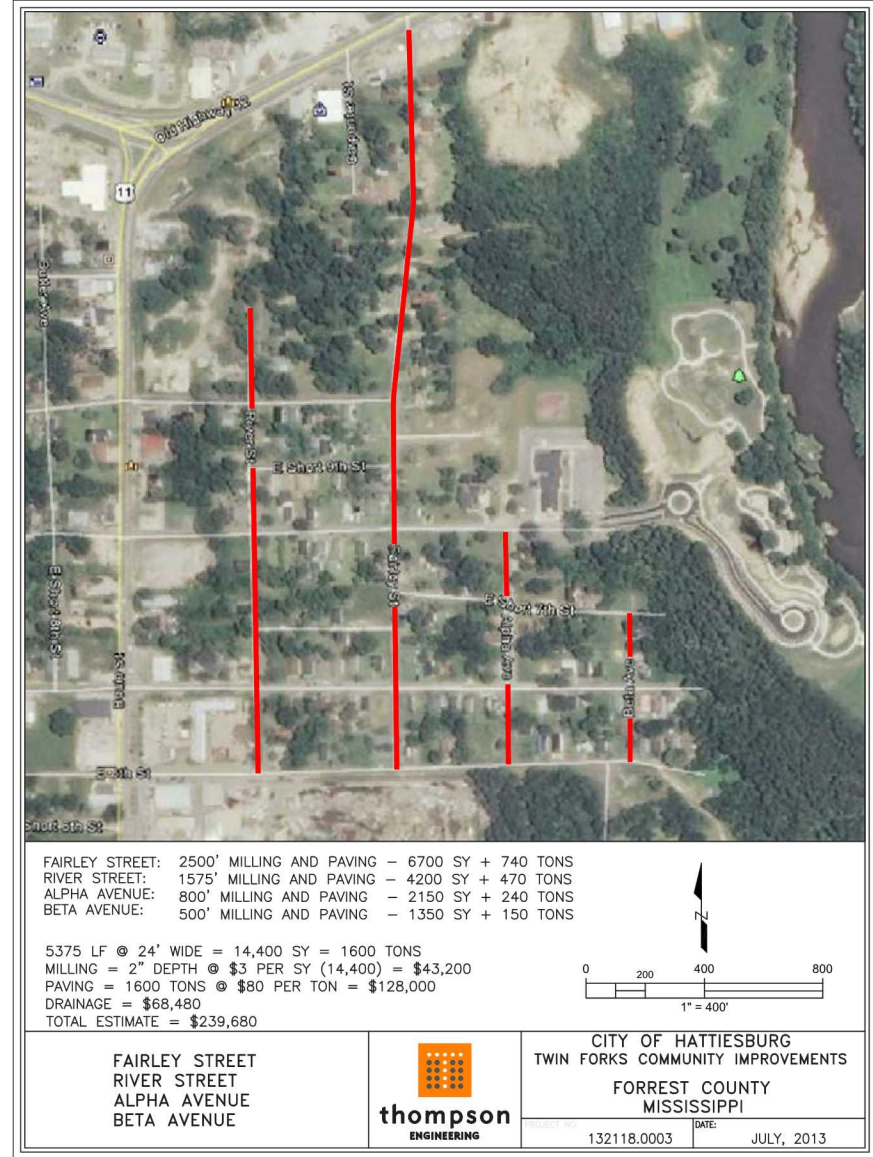


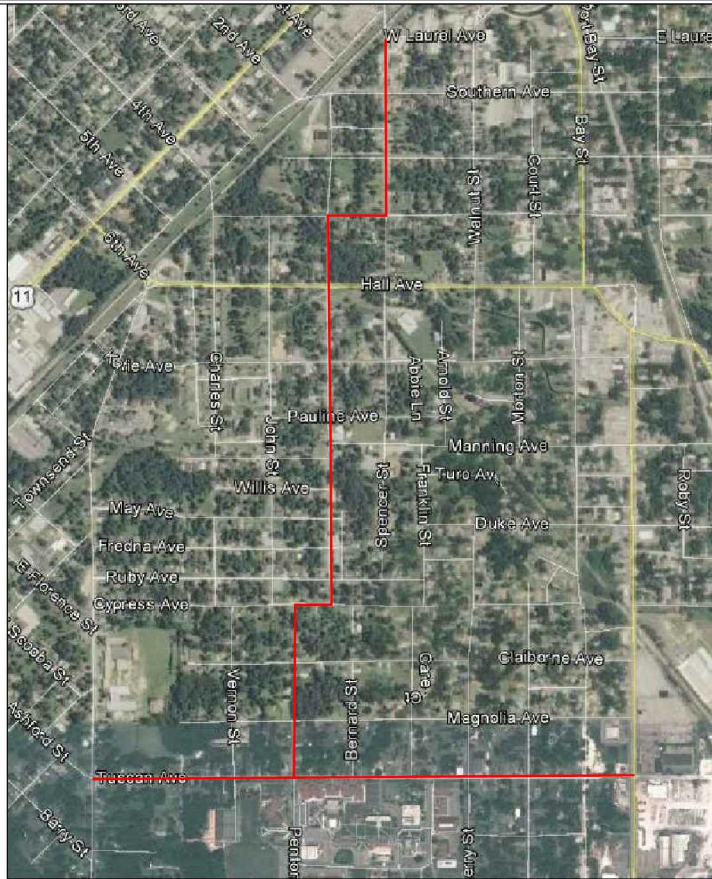
GORDON STREET
FRONT STREET



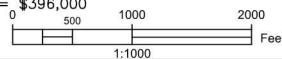
CITY OF HATTIESBURG
 TWIN FORKS COMMUNITY IMPROVEMENTS
 FORREST COUNTY
 MISSISSIPPI
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11,000 LF @ 24' WIDE = 29,300 SY = 3225 TONS
 MILLING = 2" DEPTH @ \$3 PER SY (29,300) = \$87,900
 PAVING = 3225 TONS @ \$80 PER TON = \$258,000
 SIDEWALK REMOVAL AND REPLACEMENT @ \$25 PER LF - 11,000 LF = \$275,000
 OPTIONAL CURBING REPLACEMENT: \$18 PER LF - 9500 LF (2) = \$396,000
 DRAINAGE = \$406,760
 TOTAL ESTIMATE = \$1,423,660

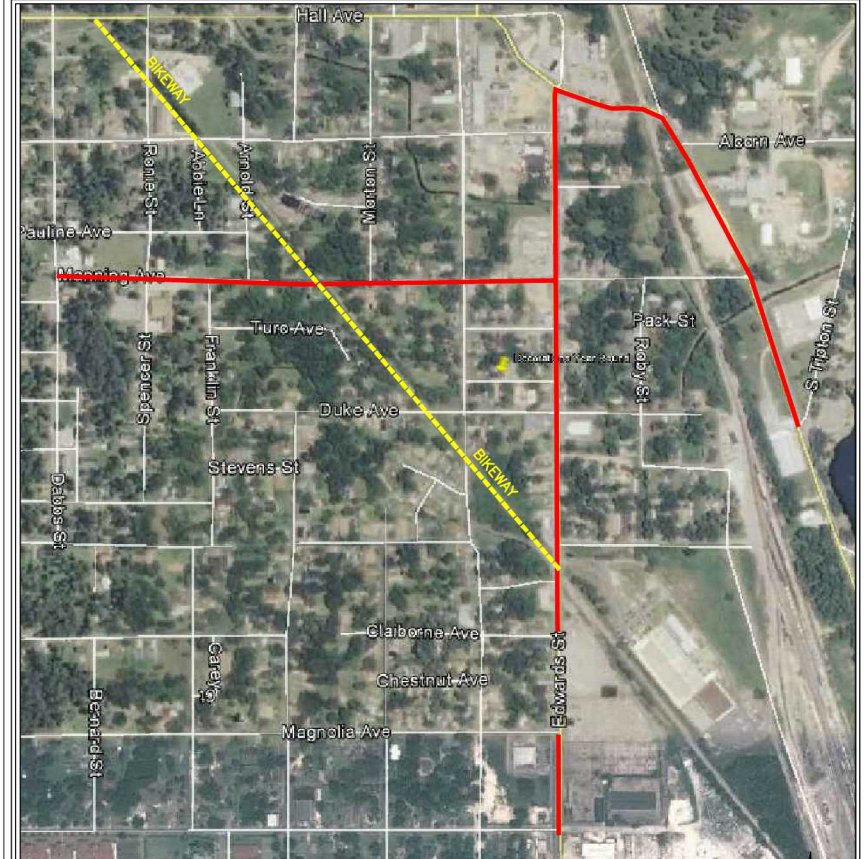


TUSCAN AVENUE
 PENTON STREET
 DABBS STREET
 RONIE STREET

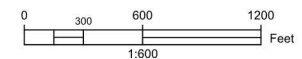


CITY OF HATTIESBURG
 TWIN FORKS COMMUNITY IMPROVEMENTS
 FORREST COUNTY
 MISSISSIPPI

PROJECT NO: 132118.0003
 DATE: JULY, 2013



8600 LF @ 24' WIDE = 23,000 SY = 2525 TONS
 MILLING = 2" DEPTH @ \$3 PER SY (23,000) = \$69,000
 PAVING = 2525 TONS @ \$80 PER TON = \$202,000
 SIDEWALK REMOVAL AND REPLACEMENT @ \$25 PER LF - 8600 LF = \$215,000
 OPTIONAL CURBING REPLACEMENT: \$18 PER LF - 8600LF (2) = \$309,600
 DRAINAGE = \$318,240
 BIKEWAY - 3000LF @ 10' WIDE= 3300 SY = 365 TONS
 PAVING = 365 TONS @ \$80 PER TON = \$29,000
 TOTAL ESTIMATE = \$1,323,860

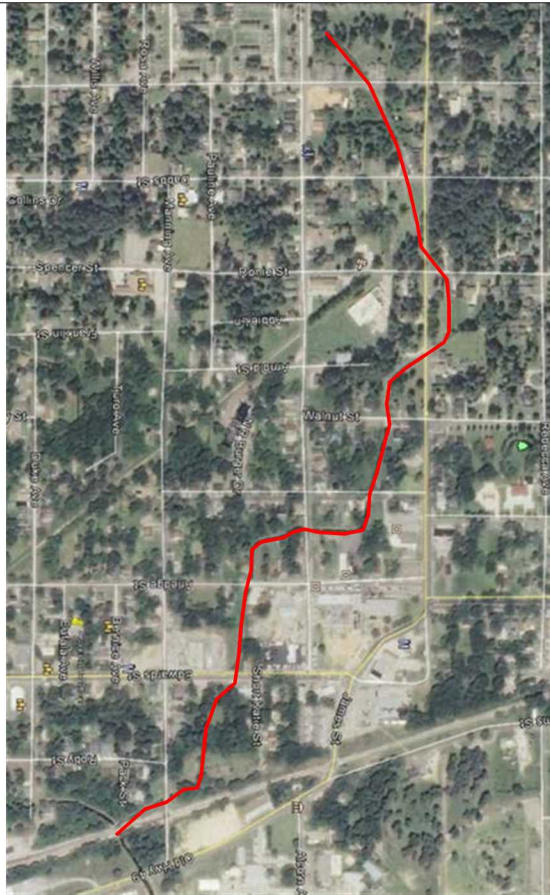


MANNING AVENUE
 EDWARDS STREET
 JAMES STREET
 BIKEWAY

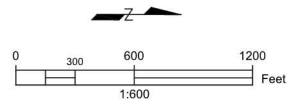


CITY OF HATTIESBURG
 TWIN FORKS COMMUNITY IMPROVEMENTS
 FORREST COUNTY
 MISSISSIPPI

PROJECT NO: 132118.0003
 DATE: JULY, 2013



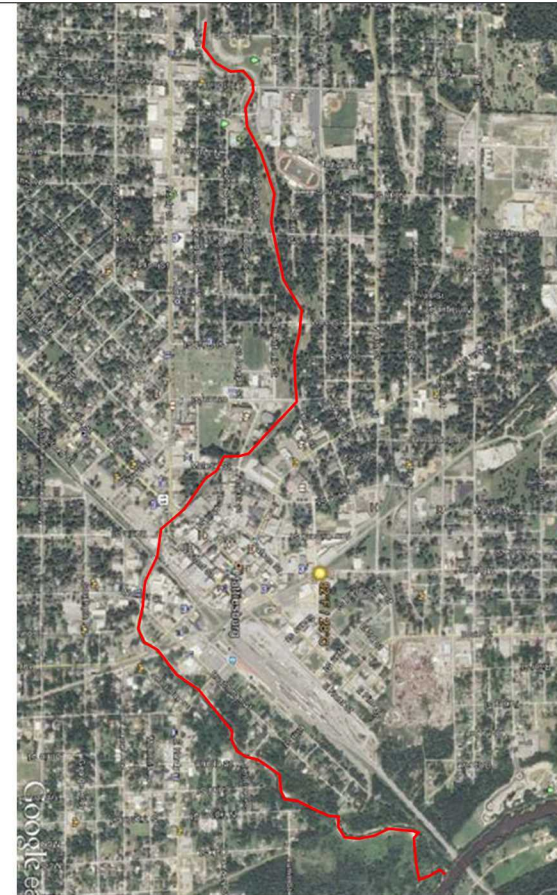
5200 LF @ \$35 PER FOOT
TOTAL ESTIMATE = \$182,000



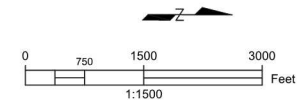
SOUTHEAST DRAINAGE CANAL
OLD HWY 49 - MANNING AVENUE



CITY OF HATTIESBURG
TWIN FORKS COMMUNITY IMPROVEMENTS
FORREST COUNTY
MISSISSIPPI
PROJECT NO. 132118.0003 DATE: JULY, 2013



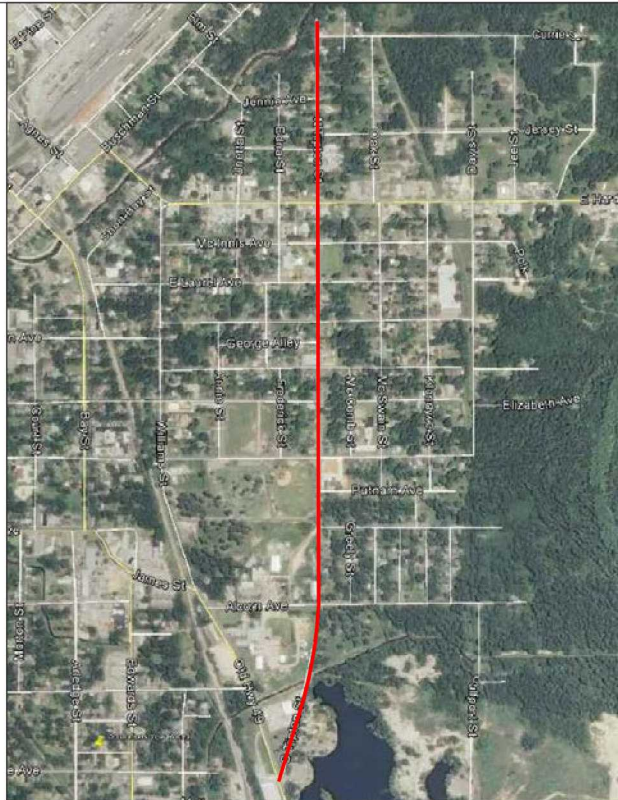
15,000 LF @ \$35 PER FOOT
TOTAL ESTIMATE = \$525,000



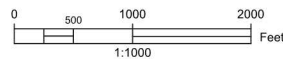
CENTRAL DRAINAGE CANAL



CITY OF HATTIESBURG
TWIN FORKS COMMUNITY IMPROVEMENTS
FORREST COUNTY
MISSISSIPPI
PROJECT NO. 132118.0003 DATE: JULY, 2013



6500 LF @ 24' WIDE = 17,300 SY = 1900 TONS
 MILLING = 2" DEPTH @ \$3 PER SY (17,300) = \$51,900
 PAVING = 1900 TONS @ \$80 PER TON = \$152,000
 SIDEWALK REMOVAL AND REPLACEMENT @ \$25 PER LF - 6500 LF = \$162,500
 OPTIONAL CURBING REPLACEMENT: \$18 PER LF - 6250LF (2) = \$234,000
 DRAINAGE = \$240,160
 TOTAL ESTIMATE = \$840,560



TIPTON STREET



CITY OF HATTIESBURG
 TWIN FORKS COMMUNITY IMPROVEMENTS
 FORREST COUNTY
 MISSISSIPPI
 PROJECT NO: 132118.0003 DATE: JULY, 2013

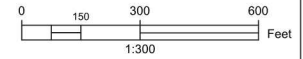


GREELY STREET: 650' MILLING AND PAVING
 LINCOLN STREET: 650' MILLING AND PAVING
 SULLIVAN AVENUE: 650' MILLING AND PAVING
 WEBSTER AVENUE: 650' MILLING AND PAVING
 MCKINLEY STREET: 650' MILLING AND PAVING

ALCORN STREET: 3550' MILLING AND PAVING
 HALL AVENUE: 2600' MILLING AND PAVING
 KLONDYKE AVENUE: 580' MILLING AND PAVING

650 LF @ 24' WIDE = 1750 SY = 200 TONS
 MILLING = 2" DEPTH @ \$3 PER SY (1750) = \$5250
 PAVING = 200 TONS @ \$80 PER TON = \$16,000
 TOTAL ESTIMATE PER STREET = \$21,250 (5)
 DRAINAGE = \$42,500
 TOTAL ESTIMATE = \$148,750

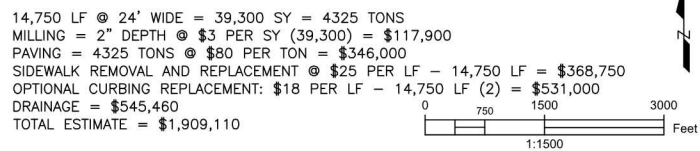
6730 LF @ 24' WIDE = 18,000 SY = 1980 TONS
 MILLING = 2" DEPTH @ \$3 PER SY (18,000) = \$54,000
 PAVING = 1980 TONS @ \$80 PER TON = \$158,400
 DRAINAGE = \$84,960
 TOTAL ESTIMATE = \$297,360



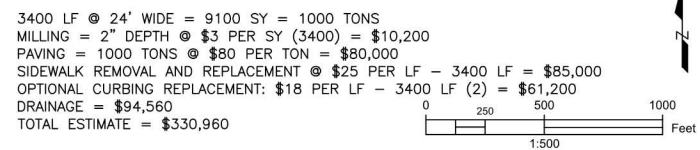
GREELY STREET
 LINCOLN STREET
 SULLIVAN STREET
 WEBSTER STREET
 MCKINLEY STREET



CITY OF HATTIESBURG
 TWIN FORKS COMMUNITY IMPROVEMENTS
 FORREST COUNTY
 MISSISSIPPI
 PROJECT NO: 132118.0003 DATE: JULY, 2013



132118.0003	DATE: JULY, 2013
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CITY OF HATTIESBURG TWIN FORKS COMMUNITY IMPROVEMENTS FORREST COUNTY MISSISSIPPI	
PROJECT NO: 132118.0003	DATE: JULY, 2013



Appendices

A. Introductory Town Hall Meeting Goals and Objectives Voting Tally

B. Future Land Use Alternatives

B.1 Ambitious

B.2 Moderate

B.3 Easy

Appendix A

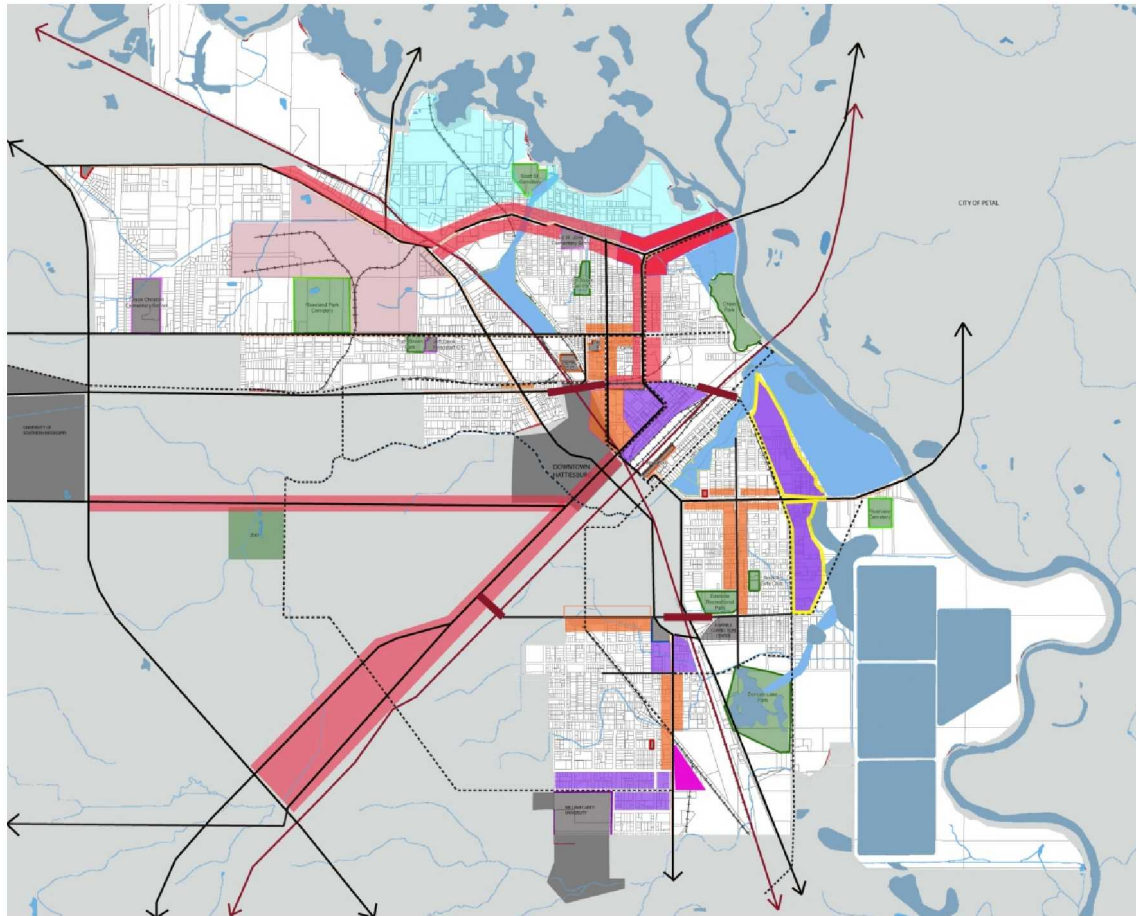
Introductory Town Hall Meeting Goals and Objectives Voting Tally

<u>Upgrade Infrastructure</u>	<u>Important</u>	<u>6</u>	<u>Not Important</u>	<u>1</u>
Water and sewer service	24		2	
Storm sewers	8		2	
Curb and Gutters	3		3	
Streets	3		2	
Sidewalks	11		2	
Streetlights	4			
<u>Address Flood Control</u>	<u>Important</u>	<u>1</u>	<u>Not Important</u>	<u>1</u>
Buy out homes in flood zone	12		16	
Set minimum elevation for new construction	13		3	
Improve storm sewers	4		1	
<u>Promote Development</u>	<u>Important</u>	<u>8</u>	<u>Not Important</u>	
Revise Zoning	8		7	
Form a District community development Corp.	4			
Design to the Mater Plan	2		4	
Convenience stores into neighborhood hubs	3		14	
Design for diversity and mixed use	1		2	
Include housing in development	16		1	
Strengthen light industrial	2		5	
<u>Provide Community Support and Services</u>	<u>Important</u>	<u>3</u>	<u>Not Important</u>	
Provide family services	2		4	
Offer adult education/ GED	3		10	
Promote neighborhood associations	4		3	
Provide community space for recreation and meetings	5		2	
Improve health care in Ward 2	3		3	
Provide better public transportation	3		9	

<u>Improve Housing</u>	<u>Important</u>	<u>5</u>	<u>Not Important</u>	
Remove and replace substandard housing	11		1	
Decrease density in flood zone	3		4	
Increase density and commercial hubs and along Mobile St	3		2	
Design for diversity	2			
Fund improvements (need based improvement fund)	11			
Offer diverse housing types	1		6	
<u>Promote Safety and Security</u>	<u>Important</u>	<u>5</u>	<u>Not Important</u>	
Increase police presence	9		7	
Neighborhood Watch	1		1	
Communicate via Neighborhood Associations			1	
Remove dilapidated and vacant structures	20		1	
Upgrade streetscape with sidewalks and streetlights	8		1	
Create safe playgrounds	2		4	
Provide separation from RR tracks	1		3	
<u>Think Green</u>	<u>Important</u>		<u>Not Important</u>	<u>1</u>
Reuse instead of Rebuild, where possible	9		2	
Provide needed services in Ward 2	6		2	
Build new construction energy efficient	1		3	
Improve public transportation	3		4	
Create community gardens	2		12	
Total Votes collected -	94	Incorrectly filled (not tallied) -	8	
Correctly filled and tallied		Incorrectly filled by broad goals		
(those with > 10 votes shown in red) -	76	(shown in color filled cells) -	10	

Appendix B

B.1 Land Use Plan Alternative 04-24-2013, Ambitious



FUTURE LAND USE PLAN - OPTION 1

APRIL 2013

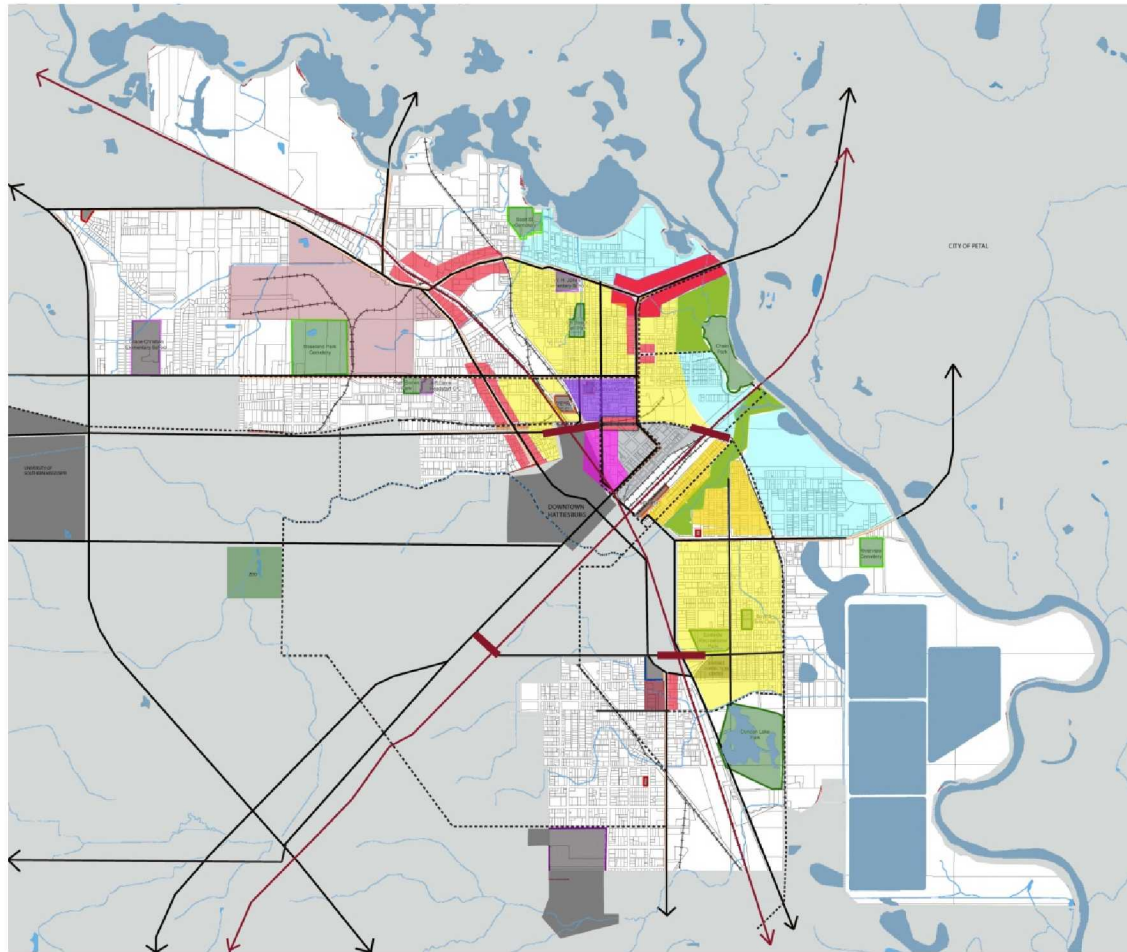
TWIN FORKS RISING PHASE II HATTIESBURG, MS

LEGEND

— EXISTING ROAD NETWORK	RESIDENTIAL RECEIVER ZONE	NEW PARKS	ENTERTAINMENT/GAME PARK
— ACTIVE RAIL LINE	EXISTING COMMERCIAL	EXISTING PARKS/CEMETRIES	RIVERFRONT MIXED USE DEVELOPMENT
— PROPOSED OVERPASS	NEW COMMERCIAL	NEW WATER/FEATURE/PARK	SOCIAL SERVICES
— PLANNED COMPLETE STREET	MIXED USE	EXISTING WATERBODY	COMPLETE BUY OUTS
	LIGHT INDUSTRIAL	EXISTING FACILITIES	FUTURE UNKNOWN

billespartners   

B.2 Land Use Plan Alternative 04-24-2013, Moderate



FUTURE LAND USE PLAN - OPTION 2

APRIL 2013

TWIN FORKS RISING PHASE II HATTIESBURG, MS

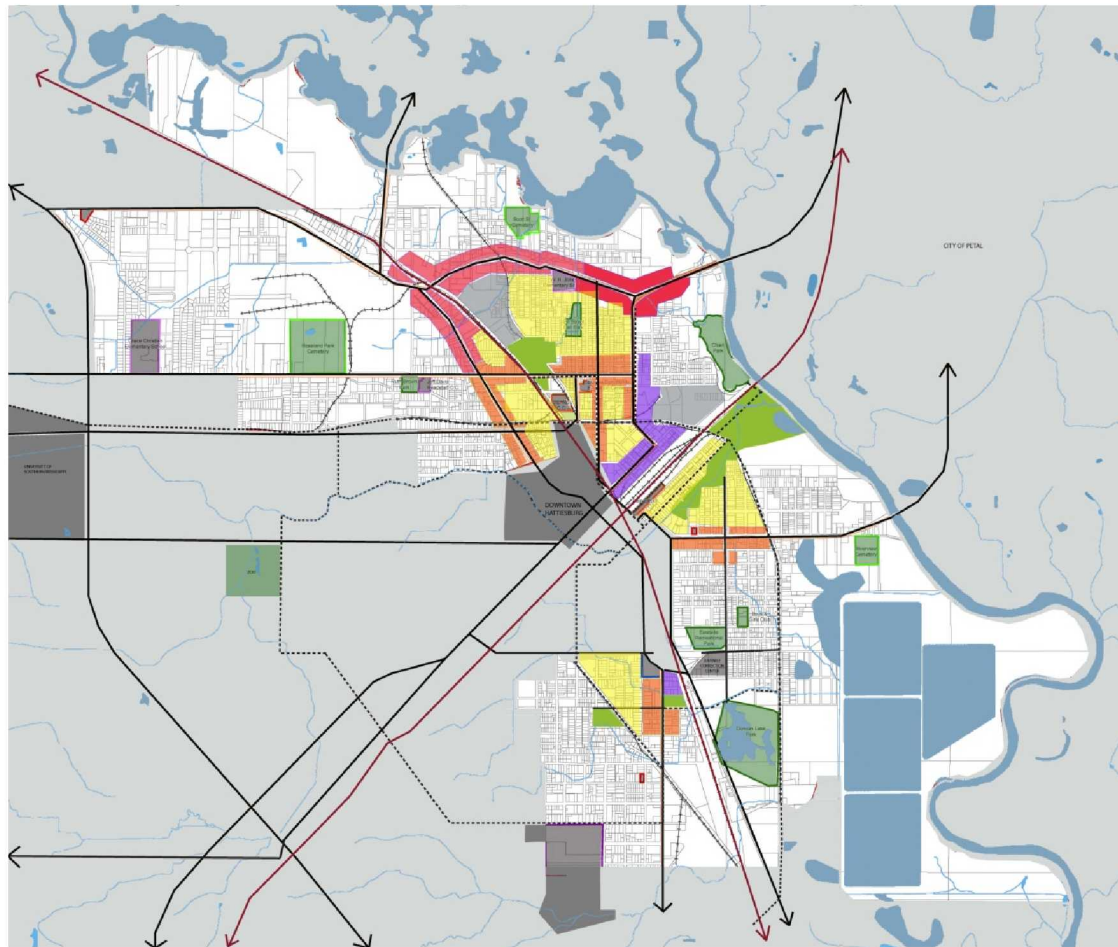
LEGEND

— EXISTING ROAD NETWORK	RESIDENTIAL RECEIVER ZONE	NEW PARKS	ENTERTAINMENT
— ACTIVE RAIL LINE	EXISTING COMMERCIAL	EXISTING PARKS/CEMETRIES	CREATIVE/FUNKY DISTRICT
— PROPOSED OVERPASS	NEW COMMERCIAL	NEW WATERBODY	SOCIAL SERVICES
— PLANNED COMPLETE STREET	MIXED USE	EXISTING WATERBODY	COMPLETE BUY OUTS
	LIGHT INDUSTRIAL	EXISTING FACILITIES	FUTURE UNKNOWN

thompson
ENGINEERING

billespartners

B.3 Land Use Plan Alternative 04-24-2013, Easy



FUTURE LAND USE PLAN - OPTION 3

APRIL 2013

TWIN FORKS RISING PHASE II HATTIESBURG, MS

LEGEND

— EXISTING ROAD NETWORK
— ACTIVE RAIL LINE
— PROPOSED OVERPASS
- - - PLANNED COMPLETE STREET

RESIDENTIAL RECEIVER ZONE
COTTAGE BUSINESS / RESIDENCES
NEW COMMERCIAL
MIXED USE RESIDENTIAL / ENTERTAINMENT
LIGHT INDUSTRIAL

NEW PARKS
EXISTING PARKS / CEMETERIES
EXISTING COMMERCIAL
EXISTING WATERBODY
EXISTING FACILITIES

thompson
billespartners



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2013-0738

File ID: 2013-0738

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 11/12/2013

Brief Title: Approve Supplemental Agreement No. 1 with Warren Paving, Inc. for the 4th Street Expansion Project Phase I.

Final Action: 11/19/2013

Minute Book Number: MB2013-346

Title:

Approve change order and Supplemental Agreement No. 1 with Warren Paving, Inc. for the 4th Street Expansion Project Phase I (HPP-8750-00(003) LPA 104873-801000) to correct typographical errors to individual pay items, add the installation of insertion valves to the existing water system, and other necessary modifications to the water and sewer systems to accomodate the project, for a net increase of \$7,388.94 to the contract; authorize Mayor to execute agreement.

Notes:

Sponsors:

Enactment Date:

Attachments: Supplemental Agreement No. 1 - Warren Paving, executed Supplemental Agreement No. 1 - Warren Paving

Enactment Number:

Contact:

Meeting Date: 11/19/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/19/2013	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve change order and Supplemental Agreement No. 1 with Warren Paving, Inc. for the 4th Street Expansion Project Phase I (HPP-8750-00(003) LPA 104873-801000) to correct typographical errors to individual pay items, add the installation of insertion valves to the existing water system, and other necessary modifications to the water and sewer systems to accommodate the project, for a net increase of \$7,388.94 to the contract; authorize Mayor to execute agreement.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2013-0738

Title

Approve change order and Supplemental Agreement No. 1 with Warren Paving, Inc. for the 4th Street Expansion Project Phase I (HPP-8750-00(003) LPA 104873-801000) to correct typographical errors to individual pay items, add the installation of insertion valves to the existing water system, and other necessary modifications to the water and sewer systems to accomodate the project, for a net increase of \$7,388.94 to the contract; authorize Mayor to execute agreement.

Summary

Approve Supplemental Agreement No. 1 with Warren Paving, Inc. for the 4th Street Expansion Project Phase I.

Budget Information

072201.7230.08

MDOT Grant 80/20

Expenditure Type

Regular Budget Item

Purchasing Item

Publication Information

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Lisa M. Hancock
Deputy Executive Director/
Administration



Melinda L. McGrath
Executive Director

Tom King
Southern District Commissioner

Kelly R. Castleberry
District 6 Engineer

Albert L. White
District 7 Engineer

P. O. Box 551 / Hattiesburg, MS 39403-0055 / Telephone (601) 544-6511 / FAX (601) 544-0227 / GoMDOT.com

16499-B Highway 49, N. Trailer, Saucier, MS 39574
November 5, 2013

Geoffrey Crosby
Neel-Schaffer, Inc.
P O Box 1487
Hattiesburg, MS 39403-1487

Re: HPP-8750-00 (003) LPA 104873/801000 City of Hattiesburg/Forrest Co.
West 4th Street from N. 25th Ave. to Hutchinson Ave.

Dear Geoffrey:

Enclosed you will find one (1) approved original copy of Supplemental Agreement No.1 on the above referenced project for further execution. Please return a copy of the fully executed document to my office. If you have any questions, please call me at 228-832-0682.

Respectfully,

David H. Seyfarth, PE, PS
District 6 Special Projects Engineer

cc: 16-10

DHS/aj



**CITY OF HATTIESBURG, MISSISSIPPI
SUPPLEMENTAL AGREEMENT NO. 1**

WHEREAS, WE, Warren Paving, Inc., Contractors, and Travelers Casualty and Surety Company of America, Surety, entered into a contract with the City of Hattiesburg, LPA, on the 11th day of March, 2013, for the construction of Federal Aid Project No. HPP-8750-00(003)LPA / 104873-801000, Forrest county; and

WHEREAS: The original contract contained typographical misprints on multiple pay items to complete work in the contract and Standard Drawings; **AND**

NOW THEREFORE: It is mutually agreed that the following items will be deleted from the original contract and replaced with the appropriate items below:

PAY ITEM NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
907-265-K007	8" Line Stop	Each	3	\$5,924.80	-\$17,774.40
907-265-K008	6" Line Stop	Each	2	\$5,152.00	-\$10,304.00

It is mutually agreed that the following items will be added to the original contract in lieu of the original items deleted herein:

PAY ITEM NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
907-265-K007-SA	6" Line Stop	Each	2	\$5,152.00	\$10,304.00
907-265-K008-SA	8" Line Stop	Each	3	\$5,924.80	\$17,774.40

WHEREAS: During the course of construction of this project it became necessary to add items of work due to conditions encountered in the field; **AND**

WHEREAS: the Contractor is due monies due to added work and quantity adjustment; **AND**

WHEREAS: These changes, additional work are listed on the attached supplemental sheet(s) and Quantity Adjustment Form(s); **AND**

WHEREAS: The contract provides that the contract time may be increased if it can be established that the extra work was of such character that is required more time than is indicated by the money value; **AND**

NOW, THEREFORE, the additional work described within this Supplemental Agreement will be done under the pay items listed below where applicable.

Item Code	Pay Item Description	Unit	Quantity	Unit Price	Item Total
907-265-D027-SA	6" Insertion Valve	Each	3	\$7,947.50	\$23,842.50
907-265-D017-SA	8" Insertion Valve	Each	2	\$8,309.60	\$16,619.20
907-265-F001-SA	Fire Hydrant Assembly (w/ Hot Tap)	Each	9	\$3,214.22	\$28,927.98
1540-A001-SA	Alterations to Sewer Service (Station 21+50)	LS	1	\$10,045.29	\$10,045.29
907-265-L008-SA	3/4" Service Assembly Reconnection, 8" Hot Tap	Each	4	\$558.25	\$2,233.00

Cont'd

Item Code	Pay Item Description	Unit	Quantity	Unit Price	Item Total
907-265-L010-SA	1" Service Assembly Reconnection, 8" Hot Tap	Each	8	\$607.05	\$4,856.40
907-265-L009-SA	2" Service Assembly Reconnection, 8" Hot Tap	Each	2	\$1,431.00	\$2,862.00
907-265-L003-SA	2" Diameter Water Service Line	LF	25	\$14.90	\$372.50
907-265-L001-SA	1" Diameter Water Service Line	LF	100	\$13.65	\$1,365.00
907-265-L002-SA	3/4" Diameter Water Service Line	LF	50	\$13.00	\$650.00
Original Construction Cost					\$3,432,046.62
Total Cost for Supplemental Agreement					\$91,773.87
Total Revised Construction Cost					\$3,523,820.49

NOW, THEREFORE, Any increase in time will be made in accordance with Section 108.06. Work addressed herein will not be reconsidered for any increase in contract time. It is mutually agreed that the above stated unit prices shall be full and final compensation for time, labor, materials, traffic control, equipment, and incidentals used in completing the work addressed herein.

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, WE, Warren Paving, Inc., Contractors, and Travelers Casualty and Surety Company of America, Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this supplemental agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this 17th day of October, 2013.

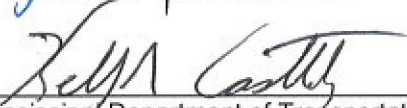
Travelers Casualty and Surety Company of America
SURETY

By: 
Charles F. Porter, Attorney-In-Fact
RECOMMENDED FOR APPROVAL:


LPA Professional

Warren Paving, Inc.
CONTRACTOR

By: 
Jeremy Patterson


Mississippi Department of Transportation
MDOT District Engineer

APPROVED:

_____, 2013

By: _____
LPA OFFICIAL

**CITY OF HATTIESBURG, MISSISSIPPI
SUPPLEMENTAL AGREEMENT NO. 1
SUPPLEMENTAL SHEET**

PROJECT NO.: HPP-8750-00(003)LPA / 104873-801000

DETAILED EXPLANATION OF NECESSITY OF WORK INVOLVED:

As part of the contract, it is required that the Contractor lower the existing water lines whenever a conflict with the proposed storm drainage pipe is encountered. To isolate each conflict area and lower the water line, the LPA turned the existing gate valves to the OFF position. It was discovered during this process that closing the valves caused not only the residents along the project to be without water but also adjacent neighborhoods. By placing insertion valves in strategic locations, the shutdown can isolate only those residents within the project limits.

Fire hydrants are to be installed by isolating sections as well. To eliminate shutting down the water system, the LPA requested that the fire hydrants be installed without disruption to the existing water service.

When relocating the existing water meters that were in conflict with construction, it was discovered that the water lines were in poor condition and many of them were leaking. This leak creates a potential for sub-base failure that would require the LPA to remove and excavate a newly installed roadway to make the necessary repairs.

During the installation of the 51"x31" drainage pipe, existing sewer service lines were encountered between the buildings and were in direct conflict with the proposed drainage pipe. Due to plan grade of the drainage pipe, sewer services would have to be constructed into separate systems and re-installed back to the main sewer line.

DETAIL BREAKDOWN OF ADDITIONAL DAYS

NA

EXPLANATION AND RECOMMENDATION FROM LPA ENGINEER

During construction it was discovered that by shutting of existing water valves was not only shutting down the water along the project limits but adjacent neighborhoods as well. By placing insertion valves in strategic locations, the shutdown can isolate only those residents within the project limits.

Fire hydrants are to be installed by isolating sections as well. Hot-tapping allows for connection to the existing pipe without interrupting the flow. Hot-tapping the new fire hydrants eliminate extra days for the water system to be out of service.

When relocating the existing water meters that were in conflict with construction, it was discovered that the water lines were in poor condition and many of them were leaking which could create a potential for sub-base failure. To prevent the potential failure, water services lines need to be replaced with pipe meeting current industry standards.

During the installation of the drainage pipe between the buildings, existing sewer service lines were encountered and connected to the sewer main as one system. Due to plan grades of the drainage pipe and the sewer service, the service was required to be split into two separate systems in order to properly convey sewage to the main sewer line.

As shown on the above explanation of the work involved, it would require the additional pay items listed above to complete the project.


PROJECT PROFESSIONAL

LPA OFFICIAL
CONTRACTOR

QUANTITY ADJUSTMENT

1. QUANTITY ADJUSTMENT NO. 1

2. PROJECT NO. HPP 8750-00(003) LPA/104873-801000

3. DATE October 17, 2013

4. LPA City of Hattiesburg

5. The following changes on the above project, with stations, quantities and items involved, are recommended for the reasons stated in detail:

	Station	Pay Item	Original Quantity	Revised Quantity	Adjusted Quantity	Unit	Unit Price	Extension
1	B.O.P to E.O.P.	907-265-F001, Fire Hydrant Assembly	9	0	-9	CY	\$3,141.36	-\$28,272.24
	Reason: Underrun - replaced by Fire Hydrant Assembly with Hot Tap							
2	B.O.P to E.O.P.	907-265-F001-SA, Fire Hydrant Assembly (w/Hot Tap)	0	9	9	LF	\$3,214.22	\$28,927.98
	Reason: Replacing Fire Hydrant Assembly							
3	B.O.P to E.O.P.	907-265-A007, 8" C900 PVC Waterline	900	42.42	-857.58	LF	\$32.69	-\$28,034.29
	Reason: Quantity sufficient for conflicts encountered							
4	B.O.P to E.O.P.	907-265-K007, 8" Line Stop	3	0	-3	Each	\$5,924.80	-\$17,774.40
	Reason: Incorrect Pay Item Number							
5	B.O.P to E.O.P.	907-265-K008, 6" Line Stop	2	0	-2	Each	5,152.00	-\$10,304.00
	Reason: Incorrect Pay Item Number							
6	B.O.P to E.O.P.	907-265-K007-SA, 6" Line Stop	0	2	2	Each	\$5,152.00	\$10,304.00
	Reason: Corrected Pay Item Number							
7	B.O.P to E.O.P.	907-265-K008-SA, 8" Line Stop	0	3	3	Each	\$5,924.80	\$17,774.40
	Reason: Corrected Pay Item Number							
8	B.O.P to E.O.P.	907-265-K007-SA, 6" Line Stop	2	0	-2	Each	\$5,152.00	-\$10,304.00
	Reason: Replaced with 6" Insertion Valve							

9	B.O.P to E.O.P.	907-265-K008-SA, 8" Line Stop	3	0	-3	Each	\$5,924.80	-\$17,774.40
	Reason: Replaced with 8" Insertion Valve							
10	B.O.P to E.O.P.	907-265-D027-SA, 6" Insertion Valve	0	3	3	Each	\$7,947.50	\$23,842.50
	Reason: Corrected Pay Item Number							
11	B.O.P to E.O.P.	907-265-D017-SA, 8" Insertion Valve	0	2	2	Each	\$8,309.60	\$16,619.20
	Reason: Corrected Pay Item Number							
12	B.O.P to E.O.P.	1540-A001-SA, Alterations to Sewer Service (Station 21+50)	0	1	1	LS	\$10,045.29	\$10,045.29
	Reason: Sewer services encountered during construction and in conflict with proposed drainage pipe							
13	B.O.P to E.O.P.	907-265-L008-SA, 3/4" Service Reconnection, 8" Hot Tap	0	4	4	Each	\$558.25	\$2,233.00
	Reason: Required for water services encountered in poor condition							
14	B.O.P to E.O.P.	907-265-L010-SA, 1" Service Reconnection, 8" Hot Tap	0	8	8	Each	\$607.05	\$4,856.40
	Reason: Required for water services encountered in poor condition							
15	B.O.P to E.O.P.	907-265-L009-SA, 2" Service Reconnection, 8" Hot Tap	0	2	2	Each	\$1,431.00	\$2,862.00
	Reason: Required for water services encountered in poor condition							
16	B.O.P to E.O.P.	907-265-L003-SA, 2" Diameter Water Service Line	0	25	25	LF	\$14.90	\$372.50
	Reason: Required for water services encountered in poor condition							

17	B.O.P to E.O.P.	907-265-L001-SA, 1" Diameter Water Service Line	0	100	100	LF	\$13.65	\$1,365.00
	Reason: Required for water services encountered in poor condition							
18	B.O.P to E.O.P.	907-265-L002-SA, 3/4" Diameter Water Service Line	0	50	50	LF	\$13.00	\$650.00
	Reason: Required for water services encountered in poor condition							

6. Original Cost Estimate for Project: <u>Dated March 11, 2013</u>	<u>\$4,008,600.00</u>
7. Changes by Previous Quantity Adjustment (s)	\$0
8. Changes This Quantity Adjustment <u>QA1</u>	<u>\$7,388.94</u>
9. a. Original Construction Engineering and Contingencies \$662,534.54	
b. Less - Total of All Quantity Adjustments to Date	\$0.00
c. Less - Construction Engineering Expenses to Date	\$100,393.00
d. Equals-Remaining Const. Eng and Contingencies	\$562,141.54
10. Revised Total Estimated Cost of Project	<u>\$4,008,600.00</u>
Note: If block 9d is less than 0.00, the Revised Estimated Cost (block 10) must be greater than the Original Estimate.	

Approval

Date Requested 10/22/2013


Project Manager

Date Approved _____

LPA Official

**CITY OF HATTIESBURG, MISSISSIPPI
SUPPLEMENTAL AGREEMENT NO. 1**

WHEREAS, WE, Warren Paving, Inc., Contractors, and Travelers Casualty and Surety Company of America, Surety, entered into a contract with the City of Hattiesburg, LPA, on the 11th day of March, 2013, for the construction of Federal Aid Project No. HPP-8750-00(003)LPA / 104873-801000, Forrest county; and

WHEREAS: The original contract contained typographical misprints on multiple pay items to complete work in the contract and Standard Drawings; **AND**

NOW THEREFORE: It is mutually agreed that the following items will be deleted from the original contract and replaced with the appropriate items below:

PAY ITEM NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
907-265-K007	8" Line Stop	Each	3	\$5,924.80	-\$17,774.40
907-265-K008	6" Line Stop	Each	2	\$5,152.00	-\$10,304.00

It is mutually agreed that the following items will be added to the original contract in lieu of the original items deleted herein:

PAY ITEM NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
907-265-K007- SA	6" Line Stop	Each	2	\$5,152.00	\$10,304.00
907-265-K008- SA	8" Line Stop	Each	3	\$5,924.80	\$17,774.40

WHEREAS: During the course of construction of this project it became necessary to add items of work due to conditions encountered in the field; **AND**

WHEREAS: the Contractor is due monies due to added work and quantity adjustment; **AND**

WHEREAS: These changes, additional work are listed on the attached supplemental sheet(s) and Quantity Adjustment Form(s); **AND**

WHEREAS: The contract provides that the contract time may be increased if it can be established that the extra work was of such character that is required more time than is indicated by the money value; **AND**

NOW, THEREFORE, the additional work described within this Supplemental Agreement will be done under the pay items listed below where applicable.

Item Code	Pay Item Description	Unit	Quantity	Unit Price	Item Total
907-265-D027-SA	6" Insertion Valve	Each	3	\$7,947.50	\$23,842.50
907-265-D017-SA	8" Insertion Valve	Each	2	\$8,309.60	\$16,619.20
907-265-F001-SA	Fire Hydrant Assembly (w/ Hot Tap)	Each	9	\$3,214.22	\$28,927.98
1540-A001-SA	Alterations to Sewer Service (Station 21+50)	LS	1	\$10,045.29	\$10,045.29
907-265-L008-SA	3/4" Service Assembly Reconnection, 8" Hot Tap	Each	4	\$558.25	\$2,233.00

Cont'd

Item Code	Pay Item Description	Unit	Quantity	Unit Price	Item Total
907-265-L010-SA	1" Service Assembly Reconnection, 8" Hot Tap	Each	8	\$607.05	\$4,856.40
907-265-L009-SA	2" Service Assembly Reconnection, 8" Hot Tap	Each	2	\$1,431.00	\$2,862.00
907-265-L003-SA	2" Diameter Water Service Line	LF	25	\$14.90	\$372.50
907-265-L001-SA	1" Diameter Water Service Line	LF	100	\$13.65	\$1,365.00
907-265-L002-SA	3/4" Diameter Water Service Line	LF	50	\$13.00	\$650.00
Original Construction Cost					\$3,432,046.62
Total Cost for Supplemental Agreement					\$91,773.87
Total Revised Construction Cost					\$3,523,820.49

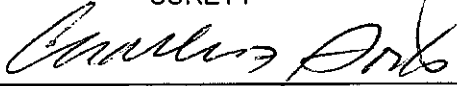
NOW, THEREFORE, Any increase in time will be made in accordance with Section 108.06. Work addressed herein will not be reconsidered for any increase in contract time. It is mutually agreed that the above stated unit prices shall be full and final compensation for time, labor, materials, traffic control, equipment, and incidentals used in completing the work addressed herein.

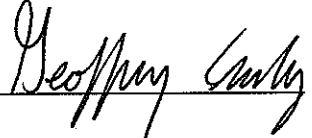
This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, WE, Warren Paving, Inc., Contractors, and Travelers Casualty and Surety Company of America, Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this supplemental agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

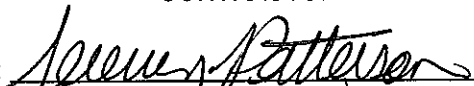
Dated, this 17th day of October, 2013.

Travelers Casualty and Surety Company of America
SURETY

By: 
Charles F. Porter, Attorney-In-Fact
RECOMMENDED FOR APPROVAL:


LPA Professional

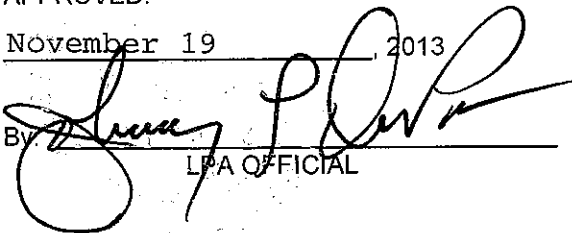
Warren Paving, Inc.
CONTRACTOR

By: 
Jeremy Patterson


Mississippi Department of Transportation
MDOT District Engineer

APPROVED:

November 19, 2013

By: 
LPA OFFICIAL

**CITY OF HATTIESBURG, MISSISSIPPI
SUPPLEMENTAL AGREEMENT NO. 1
SUPPLEMENTAL SHEET**

PROJECT NO.: HPP-8750-00(003)LPA / 104873-801000

DETAILED EXPLANATION OF NECESSITY OF WORK INVOLVED:

As part of the contract, it is required that the Contractor lower the existing water lines whenever a conflict with the proposed storm drainage pipe is encountered. To isolate each conflict area and lower the water line, the LPA turned the existing gate valves to the OFF position. It was discovered during this process that closing the valves caused not only the residents along the project to be without water but also adjacent neighborhoods. By placing insertion valves in strategic locations, the shutdown can isolate only those residents within the project limits.

Fire hydrants are to be installed by isolating sections as well. To eliminate shutting down the water system, the LPA requested that the fire hydrants be installed without disruption to the existing water service.

When relocating the existing water meters that were in conflict with construction, it was discovered that the water lines were in poor condition and many of them were leaking. This leak creates a potential for sub-base failure that would require the LPA to remove and excavate a newly installed roadway to make the necessary repairs.

During the installation of the 51"x31" drainage pipe, existing sewer service lines were encountered between the buildings and were in direct conflict with the proposed drainage pipe. Due to plan grade of the drainage pipe, sewer services would have to be constructed into separate systems and re-installed back to the main sewer line.

DETAIL BREAKDOWN OF ADDITIONAL DAYS

NA

EXPLANATION AND RECOMMENDATION FROM LPA ENGINEER

During construction it was discovered that by shutting of existing water valves was not only shutting down the water along the project limits but adjacent neighborhoods as well. By placing insertion valves in strategic locations, the shutdown can isolate only those residents within the project limits.

Fire hydrants are to be installed by isolating sections as well. Hot-tapping allows for connection to the existing pipe without interrupting the flow. Hot-tapping the new fire hydrants eliminate extra days for the water system to be out of service.

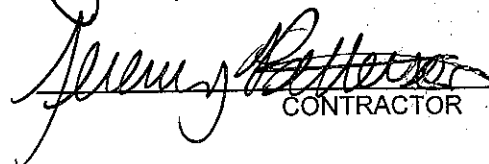
When relocating the existing water meters that were in conflict with construction, it was discovered that the water lines were in poor condition and many of them were leaking which could create a potential for sub-base failure. To prevent the potential failure, water services lines need to be replaced with pipe meeting current industry standards.

During the installation of the drainage pipe between the buildings, existing sewer service lines were encountered and connected to the sewer main as one system. Due to plan grades of the drainage pipe and the sewer service, the service was required to be split into two separate systems in order to properly convey sewage to the main sewer line.

As shown on the above explanation of the work involved, it would require the additional pay items listed above to complete the project.


PROJECT PROFESSIONAL


LPA OFFICIAL


CONTRACTOR

QUANTITY ADJUSTMENT

1. QUANTITY ADJUSTMENT NO. 1 2. PROJECT NO. HPP 8750-00(003) LPA/104873-801000
3. DATE October 17, 2013 4. LPA City of Hattiesburg
5. The following changes on the above project, with stations, quantities and items involved, are recommended for the reasons stated in detail:

	Station	Pay Item	Original Quantity	Revised Quantity	Adjusted Quantity	Unit	Unit Price	Extension
1	B.O.P to E.O.P.	907-265-F001, Fire Hydrant Assembly	9	0	-9	CY	\$3,141.36	-\$28,272.24
	Reason: Underrun - replaced by Fire Hydrant Assembly with Hot Tap							
2	B.O.P to E.O.P.	907-265-F001-SA, Fire Hydrant Assembly (w/Hot Tap)	0	9	9	LF	\$3,214.22	\$28,927.98
	Reason: Replacing Fire Hydrant Assembly							
3	B.O.P to E.O.P.	907-265-A007, 8" C900 PVC Waterline	900	42.42	-857.58	LF	\$32.69	-\$28,034.29
	Reason: Quantity sufficient for conflicts encountered							
4	B.O.P to E.O.P.	907-265-K007, 8" Line Stop	3	0	-3	Each	\$5,924.80	-\$17,774.40
	Reason: Incorrect Pay Item Number							
5	B.O.P to E.O.P.	907-265-K008, 6" Line Stop	2	0	-2	Each	5,152.00	-\$10,304.00
	Reason: Incorrect Pay Item Number							
6	B.O.P to E.O.P.	907-265-K007-SA, 6" Line Stop	0	2	2	Each	\$5,152.00	\$10,304.00
	Reason: Corrected Pay Item Number							
7	B.O.P to E.O.P.	907-265-K008-SA, 8" Line Stop	0	3	3	Each	\$5,924.80	\$17,774.40
	Reason: Corrected Pay Item Number							
8	B.O.P to E.O.P.	907-265-K007-SA, 6" Line Stop	2	0	-2	Each	\$5,152.00	-\$10,304.00
	Reason: Replaced with 6" Insertion Valve							

9	B.O.P to E.O.P.	907-265-K008-SA, 8" Line Stop	3	0	-3	Each	\$5,924.80	-\$17,774.40
	Reason: Replaced with 8" Insertion Valve							
10	B.O.P to E.O.P.	907-265-D027-SA, 6" Insertion Valve	0	3	3	Each	\$7,947.50	\$23,842.50
	Reason: Corrected Pay Item Number							
11	B.O.P to E.O.P.	907-265-D017-SA, 8" Insertion Valve	0	2	2	Each	\$8,309.60	\$16,619.20
	Reason: Corrected Pay Item Number							
12	B.O.P to E.O.P.	1540-A001-SA, Alterations to Sewer Service (Station 21+50)	0	1	1	LS	\$10,045.29	\$10,045.29
	Reason: Sewer services encountered during construction and in conflict with proposed drainage pipe							
13	B.O.P to E.O.P.	907-265-L008-SA, 3/4" Service Reconnection, 8" Hot Tap	0	4	4	Each	\$558.25	\$2,233.00
	Reason: Required for water services encountered in poor condition							
14	B.O.P to E.O.P.	907-265-L010-SA, 1" Service Reconnection, 8" Hot Tap	0	8	8	Each	\$607.05	\$4,856.40
	Reason: Required for water services encountered in poor condition							
15	B.O.P to E.O.P.	907-265-L009-SA, 2" Service Reconnection, 8" Hot Tap	0	2	2	Each	\$1,431.00	\$2,862.00
	Reason: Required for water services encountered in poor condition							
16	B.O.P to E.O.P.	907-265-L003-SA, 2" Diameter Water Service Line	0	25	25	LF	\$14.90	\$372.50
	Reason: Required for water services encountered in poor condition							

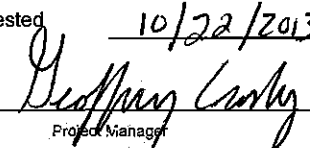
17	B.O.P to E.O.P.	907-265-L001-SA, 1" Diameter Water Service Line	0	100	100	LF	\$13.65	\$1,365.00
Reason: Required for water services encountered in poor condition								
18	B.O.P to E.O.P.	907-265-L002-SA, 3/4" Diameter Water Service Line	0	50	50	LF	\$13.00	\$650.00
Reason: Required for water services encountered in poor condition								

6. Original Cost Estimate for Project: <u>Dated March 11, 2013</u>	<u>\$4,008,600.00</u>
7. Changes by Previous Quantity Adjustment (s)	\$0
8. Changes This Quantity Adjustment <u>QA1</u>	<u>\$7,388.94</u>
9. a. Original Construction Engineering and Contingencies \$662,534.54	
b. Less - Total of All Quantity Adjustments to Date	\$0.00
c. Less - Construction Engineering Expenses to Date	\$100,393.00
d. Equals-Remaining Const. Eng and Contingencies	\$562,141.54
10. Revised Total Estimated Cost of Project	<u>\$4,008,600.00</u>

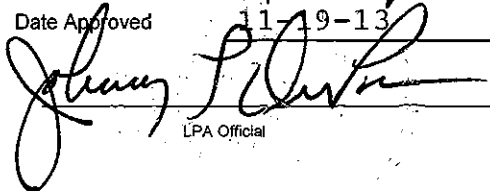
Note: If block 9d is less than 0.00, the Revised Estimated Cost (block 10) must be greater than the Original Estimate.

Approval

Date Requested 10/22/2013


Project Manager

Date Approved 11-19-13


LPA Official



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2013-0736

File ID: 2013-0736

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 11/12/2013

Brief Title: Approve Change Order No. 1 for the Quinn Street Pedestrian Bridge project.

Final Action: 11/19/2013

Minute Book Number: MB2013-346

Title:

Approve Change Order No. 1 for the Quinn Street Pedestrian Bridge project increasing the cost \$6,100.00; Authorize Mayor to execute same.

Notes:

Sponsors:

Enactment Date:

Attachments: Change Order No. 1, executed Change Order No. 1

Enactment Number:

Contact:

Meeting Date: 11/19/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/19/2013	Approve				Pass
Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Delgado to Approve Change Order No. 1 for the Quinn Street Pedestrian Bridge project increasing the cost \$6,100.00; Authorize Mayor to execute same.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2013-0736

Title

Approve Change Order No. 1 for the Quinn Street Pedestrian Bridge project increasing the

cost \$6,100.00; Authorize Mayor to execute same.

Summary

Approve Change Order No. 1 for the Quinn Street Pedestrian Bridge project increasing the cost \$6,100.00; Authorize Mayor to execute same.

Budget Information

072201.6360

Expenditure Type

Purchasing Item

Publication Information

CONTRACT CHANGE ORDER

To: Bush Construction Co., Inc.
CONTRACTOR

Project: Quinn Street Bridge Rehabilitation

Change Order No. : 1

Initiation Date: August 12, 2013

Loan No.: N/A

Contract Date: July 18, 2013

Reason for Change:

Remove and replace rotten cap with a new timber cap.

You are directed to make the following changes in this Contract:

Item No.	Description	Unit	Qty	Unit Price	Total
1	Cap Replacement	EA	1.0	\$6,100.00	\$6,100.00

The original Contract sum was: \$35,665.54

Net change by previously authorized "Change Orders": \$0.00

The Contract sum prior to this "Change Order" was: \$35,665.54

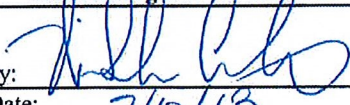
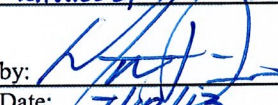
The Contract sum will be increased by this "Change Order." \$6,100.00

The new Contract sum, including this "Change Order" will be: \$41,765.54

The Contract time will be (increased) (decreased) (unchanged) by: 0 Days

The date of substantial completion as of the date of this "Change Order" therefore is: 11/10/2013

All parties hereto represent that they have the authority to enter into this Contract.

<u>Recommended by:</u>	<u>Accepted by</u>	<u>Authorized by:</u>
		
Shows, Dearman & Waits, Inc.	Bush Construction	
Engineer	Contractor	Owner
P O Box 1711	P.O. Box 8327	
Hattiesburg MS 39403-1711	LAUREL, MS 39441-8327	
by: 	by: 	by:
Date: <u>7/10/13</u>	Date: <u>7/10/13</u>	Date:

Not valid until signed by both the Owner and Engineer. Signature of the Contractor indicates his/her agreement herewith, including any adjustment in the Contract sum or Contract time.

CONTRACT CHANGE ORDER

To: Bush Construction Co., Inc.
CONTRACTOR

Project: Quinn Street Bridge Rehabilitation

Change Order No.: 1

Initiation Date: August 12, 2013

Loan No.: N/A

Contract Date: July 18, 2013

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The date of substantial completion as of the date of this "Change Order" therefore is: 11/10/2013

All parties hereto represent that they have the authority to enter into this Contract.

Recommended by: _____ Accepted by: _____ Authorized by: _____

SDW

Shows, Dearman & Waits, Inc.
Engineer

P O Box 1711

Hattiesburg MS 39403-1711

Bush Construction
Contractor

P.O. Box 8327

LAUREL, MS 39441-8327

City of Hattiesburg
Owner

by: [Signature]
Date: 7/10/13

by: [Signature]
Date: 7/10/13

by: [Signature]
Date: 7-19-13

Not valid until signed by both the Owner and Engineer. Signature of the Contractor indicates his/her agreement herewith, including any adjustment in the Contract sum or Contract time.

SHOWS, DEARMAN & WAITS, INC. - CONSULTING ENGINEERS -

Date: 11-11-13

Project: Quinn Street Bridge Rehab

Contractor: Bush Construction Co., Inc.

Pay Estimate No.: Two (2) and Final

Pay Period: 8-12-13 to 9-24-13

Item No.	Item Description	Total Quantities			Unit	Unit Price	Amount
		On Cont. Price Est.	Allowed This Period	Allowed To Date			

CONTRACT TOTAL: \$ 35,665.54

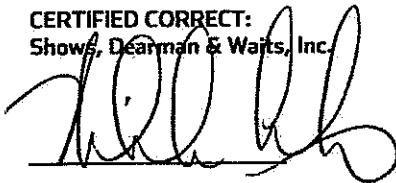
1	Timber Cap Replacement	1	1	1	EA	\$14,942.16	\$ 14,942.16
2	Removal of Asphalt	21	21	21	S.Y.	\$27.72	\$ 582.12
3	Concrete Walk	15.40	15.40	15.40	S.Y.	\$507.92	\$ 7,821.97
4	Concrete Ramp	9.10	9.10	9.10	S.Y.	\$232.35	\$ 2,114.39
5	Handrail	50	50	50	L.F.	\$170.44	\$ 8,522.00
6	Detectable Warning (3'x2')	3	3	3	EA	\$149.56	\$ 448.68
7	6" HDPE Pipe	6	6	6	L.F.	\$37.44	\$ 224.64
8	Silt Fence	85	85	85	L.F.	\$7.48	\$ 635.80
9	Grassing and Sodding	1	1	1	L.S.	\$373.78	\$ 373.78
10	Cap Replacement *	1	1	1	EA	\$6,100.00	\$ 6,100.00
11							
12							
13							

*Per Change Order No. 1

Time Elapsed 49%
Work Completed 100%

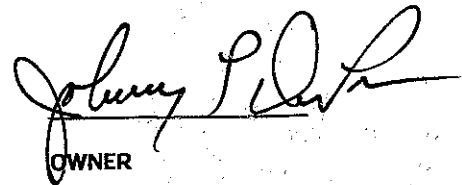
Total Earned - Regular Work	\$ 41,765.54
Less 10% Retainage	\$ -
Less Stored Materials	\$ -
Total Due - Regular Work	\$ 41,765.54
Less Previous Payments	\$ 35,665.54
Net Amount Due This Estimate	\$ 6,100.00
Less Deductions	\$ -
Net Payment Due	\$ 6,100.00

CERTIFIED CORRECT:
Shows, Dearmann & Waits, Inc.



Project Engineer

APPROVED:



OWNER



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2013-0742

File ID: 2013-0742

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 11/12/2013

Brief Title: Approve Change Order No. 1 with Alaqua, Inc. for the USA Yeast Pretreatment Improvements Project.

Final Action: 11/19/2013

Minute Book Number: MB2013-346-347

Title:

Approve Change Order No. 1 with Alaqua, Inc. for the USA Yeast Pretreatment Improvements Project (CDBG #R-103-205-03-KED) to modify the support structure from a welded and painted structure, to a hot-dipped galvanized and bolted structure with no net change to the contract amount, and modify the payment schedule to reflect the ahead-of-schedule fabrication process; authorize Mayor to execute change order.

Notes:

Sponsors:

Enactment Date:

Attachments: USAY Change Order #1, executed USAY Change Order #1

Enactment Number:

Contact:

Meeting Date: 11/19/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/19/2013	Approve				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Approve Change Order No. 1 with Alaqua, Inc. for the USA Yeast Pretreatment Improvements Project (CDBG #R-103-205-03-KED) to modify the support structure from a welded and painted structure, to a hot-dipped galvanized and bolted structure with no net change to the contract amount, and modify the payment schedule to reflect the ahead-of-schedule fabrication process; authorize Mayor to execute change order.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2013-0742

Title

Approve Change Order No. 1 with Alaqua, Inc. for the USA Yeast Pretreatment Improvements Project (CDBG #R-103-205-03-KED) to modify the support structure from a welded and painted structure, to a hot-dipped galvanized and bolted structure with no net change to the contract amount, and modify the payment schedule to reflect the ahead-of-schedule fabrication process; authorize Mayor to execute change order.

Summary

Approve Change Order No. 1 with Alaqua, Inc. for the USA Yeast Pretreatment Improvements Project.

Budget Information

075695.7220.51

Expenditure Type

Purchasing Item

Publication Information

CONTRACT CHANGE ORDER

OWNER: CITY OF HATTIESBURG

VENDOR: ALAQUA, INC.

PROJECT NAME: USA YEAST SEWER PRE-TREATMENT IMPROVEMENTS

DATE: NOVEMBER 8, 2013

CHANGE ORDER NUMBER: 1 CONTRACT NUMBER: #R-103-205-03-KED

REASON FOR CHANGE: MODIFICATIONS TO SUPPORT STRUCTURE & PAYMENT SCHEDULE

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT
PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	QTY	UNIT COST	TOTAL CONTRACT
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

ALAUQUA, Inc.

7004 BOULEVARD EAST, SUITE 28A, GUTTENBERG, NJ 07093, USA
TEL: 201 758 1577, FAX: 201 758 1522, E-mail: Alaqua@Mindspring.com

ENGINEERS and MANUFACTURERS of SYSTEMS and EQUIPMENT

October 30, 2013

Web: <http://www.alaquainc.com/>

KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT
USA YEAST SEWER PRE-TREATMENT IMPROVEMENTS
PROJECT #R-103-205-03-KED
CITY OF HATTIESBURG, MISSISSIPPI
Alaqua Proposal # 408415

Page 1 of 2

Subject: RFI for Structure for USAY

Dear Sir/Madam,

Alaqua is grateful for the City of Hattiesburg's award of the Evaporator project.

In the interest of accelerating the fabrication and delivery of the support structure for the evaporator system for USA Yeast, we request to build a hot-dip-galvanized, bolted structure as opposed to a welded and painted structure. The galvanized, bolted structure is mre expensive than the welded, painted structure, but Alaua agrees to cover the difference.

It is generally noted that hot dip galvanization offers better protection to structures. This can be observed at USA Yeast job-site, and again, at the Cedar Rapids, IA facility we all (Neel-Shaffer, the City of Hattiesburg, and USA Yeast) inspected about a year ago.

The support structure in the Cedar Rapids plant was for an evaporator system of similar size as the one for USA Yeast, and is a hot-dip-galvanized structure.

We have awarded the job of fabricating the structure for USA Yeast to the same company which built the structure we saw in Cedar Rapid:

Mr. Chet Krawczyk
Lockport Steel Fabricators
3051 S. State Street
Lockport, IL 60441

ALAQUA, Inc.

7004 BOULEVARD EAST, SUITE 28A, GUTTENBERG, NJ 07093, USA
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Alaqua Proposal # 408415

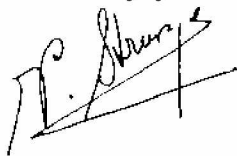
Page 2 of 2

Subject: RFI for Structure for USAY

It is Lockport Steel's recommendation, that the hot dip galvanized structure will result in speeded-up fabrication and delivery of a superior quality structure to USA Yeast, just as a bolted structure will provide easier and faster of assembly of the structure at the job site.

Kindly review this matter and indicate us your approval for the hot-dip galvanized, bolted structure.

Sincerely yours,



Vital Strumza

REVISED Payment and Delivery Schedule

USA Yeast Sewer Pre-Treatment Improvements

Katrina CDBG Grant #R-103-205-03-KED

				Payment	Paid to Date
NTP	11/8/2012	25%	1,759,350	1,759,350	1,759,350
	12/6/2012				
Submittal	4/15/2013	35%	2,463,090	703,740	2,463,090
	5/13/2013				
+90 days	7/14/2013	50%	3,518,700	1,055,610	3,518,700
	8/11/2013				
+180 days	10/12/2013	65%	4,574,310	1,055,610	4,574,310
	11/9/2013				
+225 days	11/26/2013	80%	5,629,920	1,055,610	5,629,920
	12/24/2013				
Equip Ready	1/15/2014	90%	6,333,660	703,740	6,333,660
	2/12/2014				
Start-up		95%	6,685,530	351,870	6,685,530
Release Retainage		100%	7,037,400	351,870	7,037,400

CONTRACT CHANGE ORDER

OWNER: CITY OF HATTIESBURG

VENDOR: ALAQUA, INC.

PROJECT NAME: USA YEAST SEWER PRE-TREATMENT IMPROVEMENTS

DATE: NOVEMBER 8, 2013

CHANGE ORDER NUMBER: 1 CONTRACT NUMBER: #R-103-205-03-KED

REASON FOR CHANGE: MODIFICATIONS TO SUPPORT STRUCTURE & PAYMENT SCHEDULE

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				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

TOTAL CONTRACT CHANGE	\$	0.00
	TOTAL CONTRACT	
ORIGINAL CONTRACT AMOUNT:	\$	7,037,400.00
CURRENT CONTRACT AMOUNT:	\$	7,037,400.00
THIS CONTRACT CHANGE	\$	0.00
REVISED CONTRACT AMOUNT:	\$	7,037,400.00
CURRENT CONTRACT COMPLETION DATE:		
TIME EXTENSION REQUIRED BY CHANGE:		
REVISED CONTRACT COMPLETION DATE:		
THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.		
RECOMMENDED BY:		
	ENGINEER	DATE
ACCEPTED BY:		
	VENDOR	DATE
APPROVED BY:		
	OWNER	DATE
		11-19-13

ALAQUA, Inc.

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PROJECT #R-103-205-03-KED
CITY OF HATTIESBURG, MISSISSIPPI
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Page 1 of 2

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Alaqua Proposal # 408415

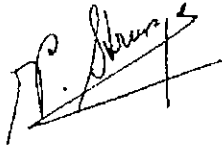
Page 2 of 2

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USA Yeast Sewer Pre-Treatment Improvements

Katrina CDBG Grant #R-103-205-03-KED

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	2/12/2014				
Start-up		95%	6,685,530	351,870	6,685,530
Release Retainage		100%	7,037,400	351,870	7,037,400



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2013-0744

File ID: 2013-0744

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/12/2013

Brief Title: Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 13 for the USA Yeast project.

Final Action: 11/19/2013

Minute Book Number: MB2013-347

Title:

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 13 for the USA Yeast Wastewater Treatment Project, CDBG #R-103-205-03-KED in the amount of \$688,035.33; Authorize issuance of manual checks in payment of invoices within 3 business days of receipt of funds.

Notes:

Sponsors:

Enactment Date:

Attachments: Request for Cash No 13, executed Request for Cash No 13

Enactment Number:

Contact:

Meeting Date: 11/19/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/19/2013	Authorize				Pass
Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Naylor to Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 13 for the USA Yeast Wastewater Treatment Project, CDBG #R-103-205-03-KED in the amount of \$688,035.33; Authorize issuance of manual checks in payment of invoices within 3 business days of receipt of funds.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							

Text of Legislative File 2013-0744

Title

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 13 for the USA Yeast Wastewater Treatment Project, CDBG #R-103-205-03-KED in the amount of \$688,035.33; Authorize issuance of manual checks in payment of invoices within 3 business days of receipt of funds.

Summary

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 13 for the USA Yeast Wastewater Treatment Project, CDBG #R-103-205-03-KED in the amount of \$688,035.33; Authorize issuance of manual checks in payment of invoices within 3 business days of receipt of funds.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMO



DATE: November 12, 2013
TO: Honorable Johnny L. DuPree
City of Hattiesburg
FROM: Ann Frazier
Jimmy G. Gouras Urban Planning
RE: City of Hattiesburg
CDBG Project #R-103-205-03-KED
Wastewater Treatment/USA Yeast
Request for Cash and Summary Support Sheet

Enclosed please find the following invoices for the above referenced project:

1. Jimmy Gouras
Invoice number 9600 in the amount of \$5,583.33
For Administration expense
2. City of Hattiesburg
Invoice number 97705 in the amount of \$1,055,610.00
For Evaporator Module Equipment expense
CDBG \$682,452.00 Match \$373,158.00

Also enclosed is "Request for Cash and Summary Support Sheet No. 13" in the amount of \$688.035.33 for payment of the above invoices.

Please have the above invoice and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 13" and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins
Jimmy Gouras Urban Planning
3530 Manor Drive Suite 4
Vicksburg, MS 39180

If you have any questions, please do not hesitate to call me or Debra Tompkins at (601)638-7121.

REMINDER

From the date of deposit into your account you have only three (3) working days to distribute funds to avoid penalties from MDA.

enclosures

Mississippi Development Authority REQUEST FOR CASH

Section A: General Information

Applicant Name: City of Hattiesburg
Mailing Address: P.O. Box 1898
Street Address: Hattiesburg, MS 39403-1898
City, State Zip: Hattiesburg, MS 39403-1898
Telephone No.: 601-554-1014

Fax Number:
Email Address:

Bank Information

Electronic Transfer: 06530027
Bank Account: 4800186627
Bank Name: Trustmark National Bank
Address: P.O. Box 1071
City, State Zip: Hattiesburg, MS 39403-1071
Telephone No.: 601-469-3663

Section B: Project Information

Grant No.: R-103-06
Contract No.: R-103-205-03-KED
Request No.: 13

FOR MDA USE ONLY

Vendor No.

IDIS Voucher Number

Section C: Request Per Activity

Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance
1 Administration	\$ 90,000.00	\$ 35,333.32	\$ 5,583.33	\$ 49,083.35
2 Application Preparation	\$ 10,000.00	\$ 10,000.00		\$ -
3 Architect/Engineering	\$ 351,000.00	\$ 121,419.64		\$ 229,580.36
4 Evaporator Module Equipment	\$ 4,549,000.00	\$ 2,957,292.00	\$ 682,452.00	\$ 909,256.00
5				\$ -
6				\$ -
7				\$ -
8				\$ -
9				\$ -
10				\$ -
11				\$ -
Total:	\$ 5,000,000.00	\$ 3,124,044.96	\$ 688,035.33	\$ 1,187,919.71

Approval for Payment

Signature
Date

Activity Numbers

I Herby Certify That (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.

I Herby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time lister above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.

Signature of Authorized Official

Date Signed

Debra Tompkins

Prepared By

11/12/2013
Date Prepared

Johnny DuPree, Mayor

Typed Name and Title of Authorized Official

601-638-7121

Preparer's Telephone No.

**Mississippi Development Authority
Cash Summary Support Sheet**

Page 1 of 2

Applicant : City of Hattiesburg Request No: 13 Grant Number: R-103-06
 Period Cost - Beginning October 1, 2013 Ending Date: November 6, 2013 Contract Number: R-103-205-03-KED

1. Activity: Administration		(a)	:	(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
A. Administration	Jimmy Gouras	9600	\$5,583.33		\$5,583.33
B.					\$0.00
C.					
D.					
Subtotal:			\$5,583.33	\$-	\$5,583.33

2. Activity: Architect/Engineering		(a)	:	(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
A.	Architect/Engineering				\$0.00
B.	Architect/Engineering				\$0.00
C.	Architect/Engineering				\$0.00
D.					
Subtotal:		\$	-	\$	-

3. Activity: <u>Evaporator Module Equipment</u>		(a)		(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
A. <u>Evaporator Module Equipment</u>	<u>City of Hattiesburg</u>	<u>97705</u>	<u>\$1,055,610.00</u>	<u>\$373,158.00</u>	<u>\$682,452.00</u>
B. <u>Evaporator Module Equipment</u>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
C. <u>Evaporator Module Equipment</u>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
D. <u>Evaporator Module Equipment</u>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
Subtotal:		\$	<u>1,055,610.00</u>	\$	<u>373,158.00</u>
				\$	<u>682,452.00</u>

Cash Summary Support Sheet

Page 2 of 2

Applicant: City of Hattiesburg

Request No: 13

13

Grant Number: R-103-06

Contract Number: R-103-205-03-KED

4. Activity:

Line Item	Vendor Name	Invoice #	Invoice Amount (a)	Match Share (b)	Federal Share
A.					\$0.00
B.					
C.					
D.					
Subtotal:			\$0.00	\$0.00	\$0.00

5. Activity:

Line Item	Vendor Name	Invoice #	Invoice Amount (a)	Match Share (b)	Federal Share
A.					\$0.00
B.					\$0.00
C.					
D.					
Subtotal:			\$0.00	\$0.00	\$0.00

6. Activity:

Line Item	Vendor Name	Invoice #	Invoice Amount (a)	Match Share (b)	Federal Share
A.					\$0.00
B.					
C.					
D.					
Subtotal:			\$0.00	\$0.00	\$0.00

Cumulative Match Expended To Date:

\$1,990,176.00

GRAND TOTAL:

\$1,061,193.33

\$

373,158.00

\$

688,035.33

Cumulative Federal Expended To Date:

\$3,812,080.29

I hereby Certify That: a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; b) the amount requested will be expended for allowable costs/expenditures under the terms of the contract agreement or grant; c) the amount requested herein does not exceed the total funds obligated by contract; and d) the funds are requested for only immediate disbursements.
I Herby Certify that the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.

Johnny DuPree, Mayor

Typed Name and Title of Authorized Official

Signature of Authorized Official

Contract Number: R-103-205-03-KED
Total Amount Requested: \$ 688,035.33

\$	3,812,080.29
	\$1,990,176.00
\$	1,187,919.71



November 7, 2013

Mayor Johnny L. DuPree, Ph.D.
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

REFERENCE: USA YEAST SEWER PRE-TREATMENT IMPROVEMENTS
PROJECT #R-103-205-03-KED
ALAQUA INVOICE #097705 RECOMMENDATION

Dear Mayor DuPree:

Hattiesburg Resource Group, LLC (HRG) has reviewed the enclosed invoice from Alaquia, Inc. and the current project status. Based on this information and the contract requirements, HRG recommends payment of the invoice, as requested following approval of Change Order #1 and receipt of funds from the Mississippi Development Authority.

If you have any questions regarding this letter or the enclosed invoice, please do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink, which appears to read "Michelle Gill".

Michelle Gill, E.I.
Project Manager

cc: Ann Frazier, Jimmy G. Gouras Urban Planning

ALAQUA, INC.

7004 BOULEVARD EAST, SUITE 28A
GUTTENBERG, NJ 07093
201.758.1577 Fax 201.758.1522
alagua@mindspring.com

INVOICE NO:
097705

Bill To: City of Hattiesburg, Mississippi

**Ship to: USA Yeast Job-site,
Hattiesburg, MS**

INVOICE DATE

FROM

DELIVERY

PAYMENT TERMS

November 6, 2013

Fini Herscovitz

See below

See below

DESCRIPTION OF WORKS:

KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT
USA YEAST SEWER PRE-TREATMENT IMPROVEMENTS
PROJECT #R-103-205-03-KED, CITY OF HATTIESBURG, MISSISSIPPI

SUPPLY of Evaporator System, in accordance with the Contract made on the 19th day of September, 2012, between the City of Hattiesburg, MS, and Alagua, Inc., and in accordance with Alagua proposal # 408415, dated August 16, 2012, which is an integral part of this Contract.

PRICE: \$ 7,037,400.00

TERMS of PAYMENT: The Owner will pay to the Vendor in a manner commensurate to the progress of fabrication and supply of the specified equipment. A down-payment, at the time of equipment order will not exceed 25% of the contracted price. Additional payments will be allowed at the following milestones:

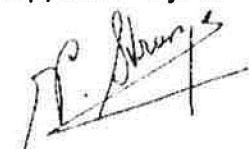
1. Approval of submittals/shop drawings by the owner. Progress payment will not exceed a total payment of 35% of the contracted price. 2. Ninety (90) calendar days following the date of approval of submittals/shop drawings. Progress payment will not exceed a total payment of 50% of the contracted price. 3. One Hundred Eighty (180) calendar days following the date of approval of submittals/shop drawings. Progress payment will not exceed a total payment of 65% of the contracted price. **4. Change Order: Two Hundred twenty (220) calendar days following the date of approval of submittals/shop drawings. Progress payment will not exceed a total payment of 80% of the contracted price.** 5. Upon notification that the equipment is ready for delivery. Progress payment will not exceed a total payment of 90% of the contracted price. 6. Upon successful installation and start-up performance testing to verify the equipment performance is in compliance with these specifications. Progress payment will not exceed a total payment of 95% of the contracted price. 7. The owner shall retain five percent (5%) of the contracted price until final completion and acceptance of all work covered by the Contract Documents unless otherwise mutually agreed, including providing evidence of release of liens.

DELIVERY to Job-site: December 2013, and before.

This Invoice is for USD 1,055,610.--: 15% after approval of submittals/shop drawings.

PAYMENT DUE: \$ 1,055,610.--

Approved by:



Vital Strumza

WE THANK YOU FOR YOUR BUSINESS!



STATEMENT FOR SERVICES RENDERED

CITY OF HATTIESBURG

KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT

ECONOMIC DEVELOPMENT

PROJECT NO. R-103-205-03-KED

WASTEWATER TREATMENT/USA YEAST

October 30, 2013

INVOICE #9600

Monthly Administrative Services Rendered Pertaining Project #R-103-205-03-KED.

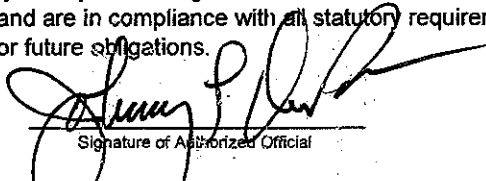
Services rendered include overall coordination of project activities; Attending MDA/HUD monitoring visits, meetings, etc.; Maintaining financial records; Preparing the necessary documentation to request funds from MDA; and Providing all other services considered normal administrative services within the course of this Agreement

TOTAL DUE

\$ 5,583.33


Ann Frazier 

**Mississippi Development Authority
REQUEST FOR CASH**

Section A: General Information		Bank Information		Section B: Project Information		
Applicant Name: City of Hattiesburg	Electronic Transfer	06530027		Grant No.	Contract No.	Request No.
Mailing Address P.O. Box 1898	Bank Account	4800186627		R-103-06	R-103-205-03-KED	13
Street Address	Bank Name:	Trustmark National Bank		FOR MDA USE ONLY		
City, State Zip Hattiesburg, MS 39403-1898	Address	P.O. Box 1071				
Telephone No. 601-554-1014	City, State ZIP	Hattiesburg, MS 39403-1071		Vendor No.		
Fax Number	Telephone No.	601-469-3663		IDIS Voucher Number		
Email Address	Services Rendered					
	From	Thru	To			
	October 1, 2013		November 6, 2013			
Section C: Request Per Activity				Approval for Payment		
				Signature		
				Date		
				Activity Numbers		
	Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance	
1	Administration	\$ 90,000.00	\$ 35,333.32	\$ 5,583.33	\$ 49,083.35	
2	Application Preparation	\$ 10,000.00	\$ 10,000.00		\$ -	
3	Architect/Engineering	\$ 351,000.00	\$ 121,419.64		\$ 229,580.36	
4	Evaporator Module Equipment	\$ 4,549,000.00	\$ 2,957,292.00	\$ 682,452.00	\$ 909,256.00	
5					\$ -	
6					\$ -	
7					\$ -	
8					\$ -	
9					\$ -	
10					\$ -	
11					\$ -	
Total:		\$ 5,000,000.00	\$ 3,124,044.96	\$ 688,035.33	\$ 1,187,919.71	
I Hereby Certify That (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements. I Hereby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.  Signature of Authorized Official Johnny DuPree, Mayor Typed Name and Title of Authorized Official 11-19-13 Date Signed Debra Tompkins Prepared By 601-638-7121 Preparer's Telephone No. 11/12/2013 Date Prepared						

**Mississippi Development Authority
Cash Summary Support Sheet**

Page 1 of 2

Applicant : <u>City of Hattiesburg</u>	Request No: <u>13</u>	Grant Number: <u>R-103-06</u>	
Period Cost - Beginning <u>October 1, 2013</u>	Ending Date: <u>November 6, 2013</u>	Contract Number: <u>R-103-205-03-KED</u>	

1. Activity: <u>Administration</u>				(a)	:	(b)	
	Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share	
A.	<u>Administration</u>	<u>Jimmy Gouras</u>	<u>9600</u>	<u>\$5,583.33</u>		<u>\$5,583.33</u>	
B.						<u>\$0.00</u>	
C.							
D.							
Subtotal:				<u><u>\$5,583.33</u></u>	<u><u>\$ -</u></u>	<u><u>\$5,583.33</u></u>	

2. Activity: <u>Architect/Engineering</u>				(a)	:	(b)	
	Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share	
A.	<u>Architect/Engineering</u>					<u>\$0.00</u>	
B.	<u>Architect/Engineering</u>					<u>\$0.00</u>	
C.	<u>Architect/Engineering</u>					<u>\$0.00</u>	
D.							
Subtotal:				<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	

3. Activity: <u>Evaporator Module Equipment</u>				(a)	:	(b)	
	Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share	
A.	<u>Evaporator Module Equipment</u>	<u>City of Hattiesburg</u>	<u>97705</u>	<u>\$1,055,610.00</u>	<u>\$373,158.00</u>	<u>\$682,452.00</u>	
B.	<u>Evaporator Module Equipment</u>						
C.	<u>Evaporator Module Equipment</u>						
D.	<u>Evaporator Module Equipment</u>						
Subtotal:				<u><u>\$ 1,055,610.00</u></u>	<u><u>\$ 373,158.00</u></u>	<u><u>\$ 682,452.00</u></u>	

Cash Summary Support Sheet

Page 2 of 2

Applicant : City of Hattiesburg

Request No: 13

Grant Number: R-103-06

Contract Number: R-103-205-03-KED

4. Activity: _____

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	_____	_____	_____	_____	_____	\$0.00
B.	_____	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____	_____
Subtotal:				<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>

5. Activity: _____

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	_____	_____	_____	_____	_____	\$0.00
B.	_____	_____	_____	_____	_____	\$0.00
C.	_____	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____	_____
Subtotal:				<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>

6. Activity: _____

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	_____	_____	_____	_____	_____	\$0.00
B.	_____	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____	_____
Subtotal:				<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>

Cumulative Match Expended To Date: \$1,990,176.00 GRAND TOTAL: \$1,061,193.33 \$ 373,158.00 \$ 688,035.33

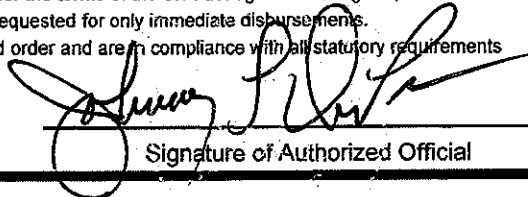
Cumulative Federal Expended To Date: \$3,812,080.29

I hereby Certify That: a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; b) the amount requested will be expended for allowable costs/expenditures under the terms of the contract agreement or grant; c) the amount requested herein does not exceed the total funds obligated by contract; and d) the funds are requested for only immediate disbursements.

I Hereby Certify that the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.

Johnny DuPree, Mayor

Typed Name and Title of Authorized Official


Signature of Authorized Official

Mississippi Development Authority Consolidated Support Sheet

Applicant:

City of Hattiesburg

Contract Number:

R-103-205-03-KED

Request for Cash Number:

13

Total Amount Requested:

1: \$ 688,035.33

Line Items	Amount Budgeted	Amount Requested to Date	Amount of This Request	Balance
Administration	\$ 90,000.00	\$ 35,333.32	\$ 5,583.33	\$ 49,083.35
Engineering				\$ -
Specific Line Items as Listed in the Budget:				
Application Preparation	\$ 10,000.00	\$ 10,000.00		\$ -
Architect/Engineering	\$ 351,000.00	\$ 121,419.64	\$ -	\$ 229,580.36
Evaporator module Equipment	\$ 4,549,000.00	\$ 2,957,292.00	\$ 682,452.00	\$ 909,256.00
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
			\$ -	\$ -
				\$ -
				\$ -
				\$ -
Total Budget	\$ 5,000,000.00	\$ 3,124,044.96	\$ 688,035.33	\$ 1,187,919.71

Total Funds Request to Date:

\$ 3,812,080.29

Amount of Other Funds Expended to Date:

\$1,990,176.00

CDBG Project Balance

\$ 1,187,919.71

Period of Projected Cash Needs - Beginning:

October 1, 2013

Thru

November 6, 2013

TODAY'S DATE	11/12/2013	TOTAL CONTRACT BUDGET	\$ 5,000,000.00	
CONTRACT BEGIN DATE (FROM CONTRACT)	2/17/2012	TOTAL AMOUNT SPENT TO DATE	\$ 3,812,080.29	
CONTRACT END DATE (FROM CONTRACT)	6/30/2015	% TOTAL CONTRACT BUDGET SPENT	76.24%	
CONTRACT EXTENSION (MONTHS) (ENTER # OF MONTHS OR "0")		% CONTRACT BUDGET REMAINING	23.76%	
FINAL CONTRACT COMPLETION DATE	6/30/2015	CONSTRUCTION BUDGET AMOUNT	\$ 4,549,000.00	Enter number from Cash Request.
CONTRACT DURATION (MONTHS)	40.00	TOTAL CONSTRUCTION DOLLARS SPENT TO	\$ 3,639,744.00	Enter number from Cash Request.
% OF CONTRACT PERIOD ELAPSED	52.11%	% CONSTRUCTION BUDGET SPENT	80.01%	
% OF CONTRACT PERIOD REMAINING	47.89%			



November 7, 2013

Mayor Johnny L. DuPree, Ph.D.
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

REFERENCE: USA YEAST SEWER PRE-TREATMENT IMPROVEMENTS
PROJECT #R-103-205-03-KED
ALAQUA INVOICE #097705 RECOMMENDATION

Dear Mayor DuPree:

Hattiesburg Resource Group, LLC (HRG) has reviewed the enclosed invoice from Alaquia, Inc. and the current project status. Based on this information and the contract requirements, HRG recommends payment of the invoice, as requested following approval of Change Order #1 and receipt of funds from the Mississippi Development Authority.

If you have any questions regarding this letter or the enclosed invoice, please do not hesitate to contact us.

Sincerely,

Michelle Gill, E.I.
Project Manager

cc: Ann Frazier, Jimmy G. Gouras Urban Planning

ALAQUA, INC.

7004 BOULEVARD EAST, SUITE 28A
GUTTENBERG, NJ 07093
201.758.1577 Fax 201.758.1522
alagua@mindspring.com

**INVOICE NO:
097705****Bill To: City of Hattiesburg, Mississippi****Ship to: USA Yeast Job-site,
Hattiesburg, MS**

INVOICE DATE	FROM	DELIVERY	PAYMENT TERMS
November 6, 2013	Fini Herscovitz	See below	See below

DESCRIPTION OF WORKS:

KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT
USA YEAST SEWER PRE-TREATMENT IMPROVEMENTS
PROJECT #R-103-205-03-KED, CITY OF HATTIESBURG, MISSISSIPPI

SUPPLY of Evaporator System, in accordance with the Contract made on the 19th day of September, 2012, between the City of Hattiesburg, MS, and Alagua, Inc., and in accordance with Alagua proposal # 408415, dated August 16, 2012, which is an integral part of this Contract.

PRICE: \$ 7,037,400.00

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DELIVERY to Job-site: December 2013, and before.

This Invoice is for USD 1,055,610.--: 15% after approval of submittals/shop drawings.

PAYMENT DUE: \$ 1,055,610.--

Approved by:



Vital Strumza

WE THANK YOU FOR YOUR BUSINESS!



STATEMENT FOR SERVICES RENDERED

CITY OF HATTIESBURG

KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT
ECONOMIC DEVELOPMENT
PROJECT NO. R-103-205-03-KED
WASTEWATER TREATMENT/USA YEAST

October 30, 2013

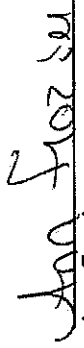
INVOICE #9600

Monthly Administrative Services Rendered Pertaining Project #R-103-205-03-KED.

Services rendered include overall coordination of project activities; Attending MDA/HUD monitoring visits, meetings, etc.; Maintaining financial records; Preparing the necessary documentation to request funds from MDA; and Providing all other services considered normal administrative services within the course of this Agreement

TOTAL DUE

\$ 5,583.33


Ann Frazier

3530 Manor Drive Suite 4 • Vicksburg, MS 39180 • 601-638-7121



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2013-0739

File ID: 2013-0739

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/12/2013

Brief Title: State Fire Academy Contract 2013 for employee training

Final Action: 11/19/2013

Minute Book Number: MB2013-347-348

Title:

Authorize Mayor to execute agreement between the Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department (hereinafter referred to as A Customer) to administer the NFPA 1001 Field Program for the Hattiesburg Fire Department. Academy Staff is to provide NFPA 1001 Field Program powerpoints, activities, and provide testing of 5 modules. Curriculum will be delivered upon signed contract of both parties and the six documents required per student as required in the 2013 catalog. Certificates will be issued for those that complete the course successfully. The Contract amount is \$5,700.00

Notes:

Sponsors:

Enactment Date:

Attachments: State Fire Academy 2013, executed State Fire Academy 2013

Enactment Number:

Contact:

Meeting Date: 11/19/2013

Drafter: Linda Montgomery

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/19/2013	Authorize				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Authorize Mayor to execute agreement between the Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department (hereinafter referred to as A Customer) to administer the NFPA 1001 Field Program for the Hattiesburg Fire Department. Academy Staff is to provide NFPA 1001 Field Program PowerPoints, activities, and provide testing of 5 modules. Curriculum will be delivered upon signed contract of both parties and the six documents required per student as required in the 2013 catalog. Certificates will be issued for those that complete the course successfully. The Contract amount is \$5,700.00

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2013-0739

Title

Authorize Mayor to execute agreement between the Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department (hereinafter referred to as A Customer) to administer the NFPA 1001 Field Program for the Hattiesburg Fire Department. Academy Staff is to provide NFPA 1001 Field Program powerpoints, activities, and provide testing of 5 modules. Curriculum will be delivered upon signed contract of both parties and the six documents required per student as required in the 2013 catalog. Certificates will be issued for those that complete the course successfully. The Contract amount is \$5,700.00

Summary

NFPA 1001 Field Program

Budget Information

Municipal Fire

Expenditure Type

Contract

Purchasing Item

[Enter Purchasing Item Here Without Parentheses. Example: Sealed Bid, State Contract, Unadvertised Bid, Regular Purchase.]

Publication Information

[Please enter publication sites and dates]



Reggie Bell
Executive Director

STATE FIRE ACADEMY

Division of the Mississippi Insurance Department

#1 FIRE ACADEMY U.S.A.

JACKSON, MISSISSIPPI 39208-9600

Phone: (601) 932-2444



Mike Chaney
Insurance Commissioner

Memorandum of Understanding

This Memorandum of Understanding is entered into between the Mississippi State Fire Academy (MSFA), #1 Fire Academy USA, Jackson, MS 39208 (Rankin County Mississippi) and the following Customer:

Customer Name: **Hattiesburg Fire Department**
Address: **53rd Academy Drive**
City, State Zip: **Hattiesburg, Ms 39401**
Phone:
Fax: **601-545-4652**
Federal ID Number:
Contact Person/Title: **Robert Pickering, Battalion Chief**
Email Address:

1. DATE(S) OF SERVICE: **November 2013**
2. LOCATION FOR SERVICE TO BE PERFORMED: **Hattiesburg Fire Department**
3. DESCRIPTION OF SERVICE TO BE PROVIDED TO CUSTOMER: (Course Name and Description, Course Hours, Certificates Issued, Dorm/Meals/Books if Applicable, etc.)
Ms Fire Academy staff is to conduct a NFPA 1001 Field Program for the Hattiesburg Fire Department. Academy staff is to provide NFPA 1001 Field Program powerpoints, activities, and provide testing of 5 modules. Curriculum will be delivered upon signed contract of both parties and the six documents required per student as required in the 2013 catalog. Certificates will be issued for those that complete the course successfully.

All documents and curriculum provide to the Hattiesburg Fire Department from the Mississippi Fire Academy is property of the Academy and cannot be duplicated for use outside of this delivery. No books are included in this contract.

4. NUMBER OF STUDENTS THIS MEMORANDUM OF UNDERSTANDING APPLIES TO: maximum of 10

5. SERVICE FEE: **\$5,700.00**

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

Please note that if there is more than one department/organization entering this agreement for this course and the fee is split between the departments/organizations, the cost per student is based on the provided number of students. If the number of students from participating departments/organizations changes, the cost per student will change. However, the total of the fees will equal the total cost above and will be split between the participating departments/organizations.

If on Academy campus Monday through Thursday, are meals to be provided: ☐ Yes ☐ No ☒ N/A If Yes, indicate which meals are provided: Breakfast served 6:30 a.m. to 7:15 a.m Lunch served 11:30 a.m. to 12:45 p.m.

If on Academy campus Monday through Thursday, are dorm rooms requested: ☐ Yes Rooms ☐ No ☒ N/A

Note: An invoice will be submitted to the customer upon completion of the service. If a purchase order number is required from your company, please fill in the appropriate blocks on this form. Payment for services is due within thirty (30) days of completion of services and receipt of invoice.

MISSISSIPPI FIRE ACADEMY

Fax: (601) 932-2819

E-Mail: fireacademy@msfa.state.ms.us

Home Page: <http://www.mid.state.ms.us/fireacad>

6. MODIFICATION, AMENDMENT, OR TERMINATION OF AGREEMENT:

Modifications, amendments, or termination of the Memorandum of Understanding may be made upon mutual agreement of both parties but must be in writing and signed by both parties. This Agreement may be terminated by the Academy upon written notice to the Customer should the Academy be subject to governmental budgetary cuts or if personnel cuts limit the amount of available manpower necessary to execute the professional service

7. INSURANCE:

Customer represents that it will maintain workers' compensation insurance as prescribed by law that will inure to the benefit of the customer's personnel, as well as comprehensive general liability insurance. The Academy represents that it maintains workers compensation insurance for Academy personnel during the course of their official duties. Further, the Academy represents that as a state agency, the Mississippi Tort Claims Board views the organization as a sub-agency of the Mississippi Insurance Department. The Mississippi Insurance Department is certified by the Mississippi Tort Claims Board by participating in the Mississippi Tort Claims Fund as set forth in Chapter 46, Title 11, Mississippi Code 1972, as amended. This fund provides protection for tort claims against state employees and agencies subject to terms and limitations established by law while in the scope of their duties.

8. GOVERNING LAW:

This Agreement will be construed and governed in accordance with the laws of the State of Mississippi excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

9. ACADEMY COURSE MATERIAL IS PROTECTED PROPERTY:

Academy course instructional material (lesson plans, power point presentations, handouts, skills check offs, etc.) shall be considered Protected Property belonging to the Academy. If part of this agreement is to provide the Customer this information for performance of this agreement, the Customer shall not copy, duplicate, transcribe, or any other form of duplication, in whole or in part, any course material submitted to them for use in fulfilling this Memorandum of Understanding, either directly or indirectly, for personal benefit, the benefit of another, or for future use. This statement of policy shall continue to be in effect whether or not the Agreement is terminated or has expired. Additionally, if any state property is utilized as part of this agreement, the Customer assures proper custody and care of the property (withstanding normal use and wear and tear).

10. ACKNOWLEDGEMENT OF MEMORANDUM OF UNDERSTANDING:

This constitutes the entire agreement of both parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. For the faithful performance of the terms of this agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

PARTIES IN AGREEMENT:

Mississippi State Fire Academy
Authorized Personnel: Reggie Bell, Executive Director
Authorized Personnel: Pam Ladner, Office Director

Customer: Hattiesburg Fire Department
Authorized Personnel: Fire Chief
Title: Fire Chief
Authorized Personnel:

 11-7-13

Signature/Date

 11-7-2013

Signature/Date

Academy Contact Regarding this Agreement:
Daniel Cross, Instructor Chief

Telephone: 601-932-2444
Email: dcross@msfa.state.ms.us

Signature/Date

Optional Signature/Date:

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

Customer Invoicing/Billing Address:

Contact Name: _____
Contact Phone Number: _____

Please fax to 601-932-2819 and mail the original signature document to the Fire Academy at the following address:

Pam Ladner, Office Director
State Fire Academy
#1 Fire Academy USA Jackson MS 39208-9600



STATE FIRE ACADEMY

Division of the Mississippi Insurance Department
#1 FIRE ACADEMY U.S.A.
JACKSON, MISSISSIPPI 39208-9600
Phone: (601) 932-2444



Reggie Bell
Executive Director

Memorandum of Understanding

Mike Chaney
Insurance Commissioner

This Memorandum of Understanding is entered into between the Mississippi State Fire Academy (MSFA), #1 Fire Academy USA, Jackson, MS 39208 (Rankin County Mississippi) and the following Customer:

Customer Name: **Hattiesburg Fire Department**
Address: **53rd Academy Drive**
City, State Zip: **Hattiesburg, Ms 39401**
Phone:
Fax: **601-545-4652**
Federal ID Number:
Contact Person/Title: **Robert Pickering, Battalion Chief**
Email Address:

1. DATE(S) OF SERVICE: **November 2013**

2. LOCATION FOR SERVICE TO BE PERFORMED: **Hattiesburg Fire Department**

3. DESCRIPTION OF SERVICE TO BE PROVIDED TO CUSTOMER: (Course Name and Description, Course Hours, Certificates Issued, Dorm/Meals/Books if Applicable, etc.)

Ms Fire Academy staff is to conduct a NFPA 1001 Field Program for the Hattiesburg Fire Department. Academy staff is to provide NFPA 1001 Field Program powerpoints, activities, and provide testing of 5 modules. Curriculum will be delivered upon signed contract of both parties and the six documents required per student as required in the 2013 catalog. Certificates will be issued for those that complete the course successfully.

All documents and curriculum provide to the Hattiesburg Fire Department from the Mississippi Fire Academy is property of the Academy and cannot be duplicated for use outside of this delivery. No books are included in this contract.

4. NUMBER OF STUDENTS THIS MEMORANDUM OF UNDERSTANDING APPLIES TO: maximum of 10

5. SERVICE FEE: **\$5,700.00**

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

Please note that if there is more than one department/organization entering this agreement for this course and the fee is split between the departments/organizations, the cost per student is based on the provided number of students. If the number of students from participating departments/organizations changes, the cost per student will change. However, the total of the fees will equal the total cost above and will be split between the participating departments/organizations.

If on Academy campus Monday through Thursday, are meals to be provided: ☐ Yes ☐ No ☒ N/A If Yes, indicate which meals are provided: Breakfast served 6:30 a.m. to 7:15 a.m Lunch served 11:30 a.m. to 12:45 p.m.

If on Academy campus Monday through Thursday, are dorm rooms requested: ☐ Yes Rooms ☐ No ☒ N/A

Note: An invoice will be submitted to the customer upon completion of the service. If a purchase order number is required from your company, please fill in the appropriate blocks on this form. Payment for services is due within thirty (30) days of completion of services and receipt of invoice.

MISSISSIPPI FIRE ACADEMY
Fax: (601) 932-2819
E-Mail: fireacademy@msfa.state.ms.us
Home Page: <http://www.mid.state.ms.us/fireacad>

6. MODIFICATION, AMENDMENT, OR TERMINATION OF AGREEMENT:

Modifications, amendments, or termination of the Memorandum of Understanding may be made upon mutual agreement of both parties but must be in writing and signed by both parties. This Agreement may be terminated by the Academy upon written notice to the Customer should the Academy be subject to governmental budgetary cuts or if personnel cuts limit the amount of available manpower necessary to execute the professional service

7. INSURANCE:

Customer represents that it will maintain workers' compensation insurance as prescribed by law that will inure to the benefit of the customer's personnel, as well as comprehensive general liability insurance. The Academy represents that it maintains workers compensation insurance for Academy personnel during the course of their official duties. Further, the Academy represents that as a state agency, the Mississippi Tort Claims Board views the organization as a sub-agency of the Mississippi Insurance Department. The Mississippi Insurance Department is certified by the Mississippi Tort Claims Board by participating in the Mississippi Tort Claims Fund as set forth in Chapter 46, Title 11, Mississippi Code 1972, as amended. This fund provides protection for tort claims against state employees and agencies subject to terms and limitations established by law while in the scope of their duties.

8. GOVERNING LAW:

This Agreement will be construed and governed in accordance with the laws of the State of Mississippi excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

9. ACADEMY COURSE MATERIAL IS PROTECTED PROPERTY:

Academy course instructional material (lesson plans, power point presentations, handouts, skills check offs, etc.) shall be considered Protected Property belonging to the Academy. If part of this agreement is to provide the Customer this information for performance of this agreement, the Customer shall not copy, duplicate, transcribe, or any other form of duplication, in whole or in part, any course material submitted to them for use in fulfilling this Memorandum of Understanding, either directly or indirectly, for personal benefit, the benefit of another, or for future use. This statement of policy shall continue to be in effect whether or not the Agreement is terminated or has expired. Additionally, if any state property is utilized as part of this agreement, the Customer assures proper custody and care of the property (withstanding normal use and wear and tear).

10. ACKNOWLEDGEMENT OF MEMORANDUM OF UNDERSTANDING:

This constitutes the entire agreement of both parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. For the faithful performance of the terms of this agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

PARTIES IN AGREEMENT:

Mississippi State Fire Academy
Authorized Personnel: Reggie Bell, Executive Director
Authorized Personnel: Pam Ladner, Office Director

 11-7-13

Signature/Date

 11-7-2013

Signature/Date

Academy Contact Regarding this Agreement:

Daniel Cross, Instructor Chief

Telephone: 601-932-2444

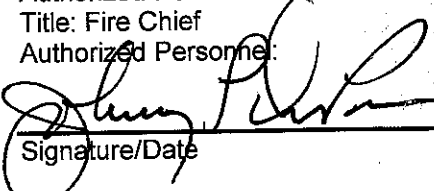
Email: dcross@msfa.state.ms.us

Customer: Hattiesburg Fire Department

Authorized Personnel: Fire Chief

Title: Fire Chief

Authorized Personnel:

 11-19-13

Signature/Date

Optional Signature/Date:

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

Customer Invoicing/Billing Address:

Contact Name: _____
Contact Phone Number: _____

Please fax to 601-932-2819 and mail the original signature document to the Fire Academy at the following address:
Pam Ladner, Office Director
State Fire Academy
#1 Fire Academy USA Jackson MS 39208-9600



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2013-0734

File ID: 2013-0734

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/08/2013

Brief Title: Authorize the Mayor to renew and approve this commitment to the Title VI program,

Final Action: 11/19/2013

Minute Book Number: MB2013-348

Title:

Authorize the Mayor to renew and approve the commitment to the Title VI program, as a reflection in the City of Hattiesburg's work program, publications, communications, and public involvement efforts, establishing a framework for efforts to be taken to ensure compliance with Title VI and related statutes regarding nondiscrimination and environmental justice.

Notes:

Sponsors:

Enactment Date:

Attachments: Title VI Program 2013, executed Title VI Program 2013

Enactment Number:

Contact:

Meeting Date:

Drafter: KaTonya McLaughlin

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/19/2013	Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Authorize the Mayor to renew and approve the commitment to the Title VI program, as a reflection in the City of Hattiesburg's work program, publications, communications, and public involvement efforts, establishing a framework for efforts to be taken to ensure compliance with Title VI and related statutes regarding nondiscrimination and environmental justice.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							

Text of Legislative File 2013-0734

Title

Authorize the Mayor to renew and approve the commitment to the Title VI program, as a reflection in the City of Hattiesburg's work program, publications, communications, and public involvement efforts, establishing a framework for efforts to be taken to ensure compliance with Title VI and related statutes regarding nondiscrimination and environmental justice.

Summary

Title VI Plan



The City of Hattiesburg, Mississippi

Title VI Program

Version 1.1
November 2013

Mayor

Johnny L. DuPree, Ph.D.

Hattiesburg City Council

Kim Bradley, Ward 1

Deborah Delgado, Ward 2

Mary Dryden, Ward 4

Carter Carroll, Ward 3

Henry Naylor, Ward 5



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CITY OF HATTIESBURG, MISSISSIPPI

TITLE VI PLAN

Over the past decade, a renewed emphasis on Title VI issues and environmental justice has become a more integral part of the transportation planning and programming process throughout the United States, particularly in urban regions. This renewed commitment to Title VI has, and continues to be, reflected in the City of Hattiesburg's work program, publications, communications, and public involvement efforts. This document establishes a framework for efforts that will be taken at the City of Hattiesburg to ensure compliance with Title VI and related statutes regarding nondiscrimination and environmental justice.

Title VI Plan Policy Statement

The City of Hattiesburg (City) assures that no person shall on the grounds of race, color, sex, age, disability or national origin, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City further assures every effort will be made to ensure nondiscrimination in all of its programs activities, whether those programs and activities are federally funded or not.

In the event that the city distributes federal aid funds to another entity, the City will include Title VI language in all written agreements and will monitor for compliance.

The Department of Federal and State Programs is responsible for initiating and monitoring Title VI activities, preparing required reports and other City responsibilities as required by 23 Code of Federal Regulation (CFR) 200 and 49 Code of Federal Regulation 21.

Mayor Johnny L. DuPree, Ph.D.

Date

Mayor's Statement on Limited English Proficiency

The City of Hattiesburg welcomes diversity and has taken steps to insure that those who come to our City can participate in and enjoy to the fullest all our great City has to offer.

The City of Hattiesburg is proud of our efforts to insure that inclusiveness and fairness are a part of all of our activities. It is our intention to be proactive in extending our services and programs to all who wish to participate, including our Limited English Proficiency (LEP) residents. The City's Department of Federal and State Programs leads the way in celebrating our differences and drawing strength from our similarities.

The Policy Statement that precedes this page shows our commitment to Title VI and our fairness in contracting. By signing below, I am reaffirming the City's efforts to reach out to the LEP community and insure that they are a part of the City's democratic processes. This is a step I gladly take, as inclusiveness and fairness are an integral part of this City.

Mayor Johnny L. DuPree, Ph.D.

Date

Authorities

Title VI of the 1964 Civil Rights Act provides that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance (please refer to 23 CFR 200.9 and 49 CFR 21).

Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors, whether such programs and activities are federally assisted or not (Public Law 100259 [2.557] March 22, 1988).

Additional Authorities and Citations Include:

Title VI of the Civil Rights Act of 1964, 42 United States Code 2000d to 2000-4; 42 United States Code 4601 to 4655; 23 United States Code 109(h); 23 United States Code 324; Department of Transportation Order 1050.2; Executive Order 12250; Executive Order 12898; 29 Code of Federal Regulations 50.3.

Title VI Delegation Chart

CITY OF HATTIESBURG, MISSISSIPPI

Johnny L. DuPree, Ph.D.

Mayor

601-545-4501

City Attorney

Charles E. Lawrence, Esq.

Attorney

601-545-4501

Title VI Liaison Officer

Director, of Federal and State Programs

Department of Federal and State Programs

601-554-1006

Organization and Staffing - General

The Mayor of the City of Hattiesburg is responsible for ensuring the implementation of the City's Title VI program. The Director of the Federal and State Programs, on behalf of the Mayor, is responsible for the overall management of the Title VI programs, and serves as the Title VI Liaison Officer. The day-to-day administration of the program lies with the Title VI Coordinator, as assigned, (hereafter referred to as "Coordinator") under the direct supervision of the Director of the Federal and State Programs.

General Responsibilities

General Title VI Program Responsibilities

Following are general Title VI responsibilities of the agency. The Title VI Liaison is responsible for ensuring these elements of the plan are appropriately implemented and maintained;

- 1. Data collection**
- 2. Annual Title VI Report**
- 3. Title VI complaint procedures**
- 4. Annual review of Title VI program**
- 5. Dissemination of Information**
- 6. Resolution of Complaints**

Responsibilities of the Title VI Liaison

The Title VI Liaison is responsible in implementing, monitoring, and reporting on the City's compliance with Title VI regulations. In support of this, the Title VI Liaison will:

- Identify, investigate, and eliminate discrimination when found to exist.
- Process Title VI complaints received by the City.
- Meet with Coordinators quarterly to monitor and discuss progress, implementation, and compliance issues.
- Periodically review the agency's Title VI program to assess if administrative procedures are effective, staffing is appropriate, and adequate resources are available to ensure compliance.
- Work with Coordinators to develop and submit the Annual Title VI Report to MDOT, FHWA, and FTA by the end of October each year.
- If a sub recipient is found to not be compliance with Title VI, work with the Consultant Contracts Liaison and sub recipient to resolve the deficiency status and write a remedial action if necessary.
- Review important Title VI-related issues with the City Attorney, as needed.
- Assess communications and public involvement strategies to ensure adequate participation of impacted Title VI protected groups and address additional language needs when needed.

Responsibilities of Title VI Coordinators

Title VI Coordinators, under supervision of the Title VI Liaison, are responsible for day-to-day administration of the Title VI program, including implementation of the plan and Title VI compliance, program monitoring, reporting, and education within the assigned program area, as described in the "Program Area Responsibilities" section of this document. In addition, each Coordinator is responsible for drafting text for their section of the Annual Title VI Report, and maintaining the data and documentation necessary for that report. This includes reviewing guidelines and procedures for the assigned Title VI Program Area, and incorporating Title VI-related language and provisions into agency documents, as appropriate.

Title VI Coordinator Responsibilities

The Title VI Coordinator is charged with the responsibility for implementing, monitoring, and ensuring the City's compliance with Title VI regulations. Title VI responsibilities are as follows:

1. Process the disposition of Title VI complaints received by the City.
2. Collect statistical data (race, color, sex, age, disability or national origin) of participants in and beneficiaries of state highway programs, e.g. relocates, affected citizens, and impacted communities.
3. Conduct annual Title VI reviews of special emphasis program areas (right of way, planning, design, etc.) to determine the effectiveness of program activities at all levels.
4. Conduct Title VI reviews of construction contractors, consultant contractors, suppliers, and other recipients of federal-aid highway fund contracts administered through the City.
5. Review City program directives in coordination with Title VI Liaisons for special emphasis program areas. Where applicable, include Title VI language and related requirements.
6. Conduct training programs on Title VI and other related statutes for City employees and recipients of federal highway funds.
7. Prepare a yearly report of Title VI accomplishments and goals, as required.
8. Develop Title VI information for dissemination to the general public and, where appropriate, in languages other than English.
9. Conduct post-grant approval reviews of City programs and applicants (e.g. highway location, design and relocation, and persons seeking contracts with the City), for compliance with Title VI requirements.
10. Identify and eliminate discrimination.
11. Establish procedures for promptly resolving deficiency status and reducing to writing the remedial action agreed to be necessary, all within a period not to exceed 90 days.

Program Administration - General

As Title VI Liaison Officer, the Director of the Department of Federal and State Programs shall be responsible for coordinating the overall administration of the Title VI program, plan, and assurances (see Addendum 1).

A. Complaints

If any individual believes that s/he or any other program beneficiaries have been subjected to unequal treatment or discrimination in their receipt of benefits and/or services, or on the grounds of race, color, national origin, sex disability or age, s/he may exercise their right to file a complaint with the City. Every effort will be made to resolve complaints informally at the City and contractor level.

B. Data Collection

Statistical data on race, color, national origin and sex of participants in, and beneficiaries of federally funded program, (e.g., relocates, impacted citizens, and affected communities), will be gathered and maintained by the Title VI Coordinator. Each of the Title VI special emphasis program areas will maintain data to be incorporated in the Title VI Annual Update. The data gathering process will be reviewed regularly to ensure sufficiency of the data in meeting the requirements of the Title VI program administration.

C. Title VI Program Reviews

The City's Title VI Program reviews will be overseen by the Title VI Liaison to assess the office's administrative procedures, staffing, and resources available for Title VI compliance. All special emphasis programs will be reviewed with the Title VI designees annually to assure their effectiveness in compliance with Title VI provisions. This is in addition to the day to day monitoring. Title VI Coordinator and program representatives will coordinate efforts to ensure that the requirements of Title VI are met throughout the entire contracting process. The Title VI Coordinator will conduct reviews of contractors, subcontractors, consultants, suppliers and all other sub recipients of city's federal funds to ensure compliance with Title VI provisions.

D. Operational Guidelines/Program Directives

All operational guidelines to regions, contractors, sub recipients, and special emphasis program areas will be reviewed annually to include Title VI language and provisions and related requirements, where applicable.

E. Training Program

Title VI training will be made available at least annually to employees, contractors, sub recipients, and special emphasis program area liaisons. The training will provide comprehensive

information on Title VI provisions, application to program operations, and identification of Title VI issues and resolution of complaints. A summary of the training conducted will be reported in the annual update.

F. Title VI Plan Update

A Title VI Plan Update will be submitted to MDOT or FTA by October 1 of each year. The update will report on accomplishments and changes to the program occurring during the preceding year, and will also include goals and objectives for the upcoming year.

G. Public Dissemination

The Title VI Liaison will disseminate Title VI Program information to City employees, sub recipients, contractors, and beneficiaries as well as the general public. Public dissemination will include the posting of public statements, inclusion of Title VI language in contracts, and publishing annually the Title VI Policy Statement in newspapers having a general circulation in the vicinity of proposed projects and announcements of hearings and meetings in minority publications (see Addendum 3).

I. Post-grant Reviews

Review post-grant approval procedures (e.g. highway location design, relocation and individuals seeking contracts, etc.) to ensure compliance with Title VI requirements.

J. Elimination of Discrimination

Implement procedures to identify and eliminate discrimination when found to exist, related to Minority/Women/Disadvantaged Business Enterprises (DBE) contractors, public involvement, and property acquisition.

K. Remedial Action

The City will actively pursue the prevention of Title VI deficiencies and violations and will take the necessary steps to ensure compliance with all program administrative requirements. When irregularities occur in the administration of the program's operation, corrective action will be taken to resolve Title VI issues, and reducing to writing a remedial action agreed upon to be necessary, all within a period not to exceed 90 days.

- 1) Sub recipients placed in a deficiency status will be given a reasonable time, (not to exceed 90 days after receipt of the deficiency letter), to voluntarily correct deficiencies.
- 2) The City will seek the cooperation of the sub recipient in correcting deficiencies found during the review. The City will also provide the technical assistance and guidance needed to aid the sub recipient to comply voluntarily.

3) When a sub recipient fails or refuses to voluntarily comply with requirements within the time frame allotted, the City will submit to MDOT Civil Rights Office or the FHWA two copies of the case file and a recommendation that the sub recipient be found in noncompliance.

4) A follow-up review will be conducted within 180 days of the initial review to ensure that the sub recipient has complied with the Title VI Program requirements in correcting deficiencies previously identified.

L. Procedures Manual

Administration of the Title VI Program will be incorporated in a Procedures Manual that will be updated regularly to incorporate changes and additional responsibilities.

Title VI-Special Program Areas

Each of the special emphasis program areas listed below shall have designated a Title VI Coordinator. The Coordinator(s) shall be responsible for ensuring compliance, program monitoring, reporting, and education within their respective programs.

1. City of Hattiesburg Department of Engineering and the Mississippi Department of Transportation (MDOT)

- a) Planning
- b) Environmental Activities
- c) Right of Way
- d) Construction and Maintenance
- e) Design Management

2. Department of Administration, Purchasing/Accounting Division (City of Hattiesburg)

- a) Disadvantaged Business Enterprise Compliance on Construction and Consulting Contracts
- b) Consultant Services

3. Department of Federal and State Programs (City of Hattiesburg)

- a) Title VI Implementation and Compliance

The special program areas will meet regularly with all the Title VI liaisons to discuss issues regarding program implementation and compliance monitoring within the City.

Title VI Responsibilities for Special Emphasis Program Areas

Planning

A. Department of Federal and State Programs – City of Hattiesburg and the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization

HPFL-MPO has the responsibility to develop long- and short-range plans to provide efficient transportation services to the citizens of the City of Hattiesburg and Hattiesburg Urbanized Area.

B. Operational Guidelines

Hattiesburg Municipal Code

Executive Order 12898 on Environmental Justice

Executive Order 13166 on Providing Meaningful Access to Individuals Who Are Limited English Proficient to Federally Assist and Federally Conducted Programs and Activities

Metropolitan Planning Organization Procedures Manual
23 CFR 450

RCW 47.06 Statewide Transportation Planning

RCW 47.80 Regional Transportation Planning Organization

C. Planning Process

The City annually updates and coordinates the City's future transportation improvement plans and programs. A comprehensive transportation planning process is used which incorporates input from the public in coordination with the various jurisdictions affected. Planning includes the monitoring and collection of data.

D. Title VI Responsibilities

Ensure that all aspects of the planning process operation comply with Title VI.

Ensure that various social, economic, and ethnic interest groups are represented in the planning process by disseminating program information to minority media and ethnic/gender related organizations and participating in roundtable meetings in predominantly minority communities.

Assist the Title VI Coordinator in gathering and organizing the Planning special program emphasis area section of the Annual Title VI Update Report.

Review the department work program and other directives to ensure compliance with Title VI program requirements.

Visit public meetings to verify the level of participation of Title VI protected group members when offered in predominantly ethnic minority communities.

Ensure that Limited English Proficiency (LEP) individuals who will be affected by planned projects receive meaningful access into the public awareness/involvement process. Meaningful access means that the affected parties will receive the necessary communicative assistance required to allow them to participate in governmental services/activities.

Environmental Justice

A. Mississippi Department of Transportation (MDOT)

MDOT assist in integrating environmental considerations and regulatory requirements into the City's transportation program, provide technical expertise for project analyses, develop environmental policies, procedures, manuals, and training and work with regulatory agencies to streamline the environmental permit process.

MDOT use a systematic process to study and evaluate all necessary environmental aspects of a proposed project, including its social and economic impacts. Depending on the scope, complexity, and impacts of the project, a National Environmental Policy Act (NEPA) Categorical Exclusion (CE), NEPA Environmental Assessment (EA), State Environmental Policy Act (SEPA) checklist, SEPA Determination of Non-significance (DNS), or NEPA and/or SEPA Environmental Impact Statement are completed. MDOT also develop agreements, guidance documents, and training programs with the regulatory and resource agencies.

B. Operational Guidelines

Executive Order 12898 on Environmental Justice

Executive Order 13166 on Providing Meaningful Access to Individuals Who Are Limited English Proficient to Federally Assist and Federally Conducted Programs and Activities

National Environmental Policy Act (NEPA), Title 23 CFR 771,
Title 49 CFR 622, 635, 640, 712, 771

All regulations are administered by the Federal Highway Administration.

MDOT Project Development Manual

Title VI Responsibilities

- Monitor compliance with Title VI requirements in all aspects of the environmental process.
- Conduct meetings to review the project impact.
- Disseminate to the public their rights to call or write the department to view plans and discuss environmental problems.
- Coordinate the gathering of environmental information for the Annual Title VI Update Report, including awards to DBE firms.
- Notify affected protected group residents of public meetings or hearings regarding a proposed project, and make meetings and hearings accessible.
- Develop mechanisms to identify the population affected by a project.
- Ensure that Limited English Proficiency (LEP) individuals who will be affected by locating and citing actions receive meaningful access into the public awareness/involvement process. Meaningful access means that the affected parties will receive the necessary communicative assistance required to allow them to participate in governmental services/activities.
- Ensure public participation in the location selection process.
- Ensure Title VI/Environmental Justice compliance in all Environmental Impact Statements.

Right of Way

A. City of Hattiesburg (COH) and Mississippi Department of Transportation

The COH will manage and coordinate the appraisal and acquisition of real property for transportation needs, the management of excess properties, and relocation assistance services.

B. Operational Guidelines

Executive Order 13166 on Providing Meaningful Access to Individuals Who Are Limited English Proficient to Federally Assist and Federally Conducted Programs and Activities.

Local Agencies Guideline Manual

Right of Way Manual

ROW Standard Operating Procedures

ROW Manual

23 CFR 130

49 CFR 24

Miss. Code Ann. Title 65

C. Acquisition Process

The property acquisition process follows the ROW Standard Operating Procedures and all applicable laws and regulations, including Title VI. The right of way acquisition process entails appraisal of property, negotiation of terms and conditions for acquisition, and assistance in the relocation of displaced individuals, business, farm operations, and nonprofit organizations, as well as property management.

D. Title VI Responsibilities

- Ensure participation by Minority/Women Disadvantaged Business Enterprises as identified by the MDOT DBE Office in consulting contracts. The contracts are typically appraisal contracts but can cover all services of real estate including negotiation, relocation, and property management.
- Ensure participation by minority/women disadvantaged business appraisers by reviewing updates to DBE directories identifying fee appraiser organizations.
- Appraise affected property owners, tenants, and others involved of their rights and options regarding negotiation, relocation, condemnation and other aspects of the acquisition process.
- Ensure that Limited English Proficiency (LEP) individuals who will be affected by right of way activities/decisions receive meaningful access into the public awareness/involvement process. Meaningful access means that the affected parties will receive the necessary communicative assistance required to allow them to participate in governmental services/activities.
- Conduct annual implementation reviews of Title VI provisions within the entire real estate acquisition process.

- Incorporate Title VI language and assurance statements in all surveys of property owners and tenants after the conclusion of all business.
- Ensure that appraised values and communications associated with the appraisal and negotiation operations result in equitable treatment.
- Ensure comparable replacement dwellings are available and assistance is given to all displaced persons and entities by the property acquisition process.
- Coordinate the preparation of deeds, permits and leases to ensure the inclusion of the appropriate Title VI clauses.
- Gather the statistical data required for completion of the Annual Title VI Update Report, including awards to minority and female appraisers.

Construction/Maintenance

A. The City of Hattiesburg (COH)—Department of Engineering

City Of Hattiesburg is responsible for the administration of new federally funded construction. This department is responsible for the preservation and upkeep of the local transportation system throughout the City.

B. Operational Guidelines

Local Agencies Guideline Manual

MDOT Project Development Manual

Construction Manual

Maintenance's Standard Operating Procedures

Standard Specifications for Road and Bridge Construction

23 CFR Part 200

49 CFR Part 21

C. Construction and Maintenance Process

COH is responsible for developing an efficient program for federally-funded projects and road maintenance by utilizing the resources of people, equipment, and materials in the most economic way. The City Of Hattiesburg set policy and

provide guidance and oversight for the administration of transportation construction projects by the City.

D. Title VI Responsibilities

- Monitor all maintenance operations to ensure nondiscrimination.
- Review activities and programs to assure that maintenance and construction efforts and resources are applied uniformly and fairly.
- Review all projects for application of DBE program requirements.
- Include DBE general special provisions in projects with assigned goals.
- Include Title VI language in contract advertisements and award letters to encourage the utilization of DBE firms. Award construction contracts on the basis of the lowest responsive bidder including DBE requirements.
- Ensure thorough reviews that prime contractors with DBE requirements award have previously committed work to proper DBEs, and that DBEs actually performed a commercially useful function on the contracts.
- Consult DBE firms to identify possible barriers to their participation in contracts. Use this information to eliminate such barriers.
- Provide supportive services to DBEs.
- Include Title VI language in every contract to ensure nondiscrimination in contract awards due to race or gender.
- Coordinate the gathering of maintenance and construction information regarding DBE participation for the Title VI Annual Update Report.

Design

A. The City of Hattiesburg Department of Public Services/Engineering and Mississippi Department of Transportation

These departments perform studies to assess various environmental factors, including social and economic elements, as they relate to project development.

B. Operational Guidelines

MDOT Project Development Manual

Executive Order 12898 on Environmental Justice

AASHTO Design Manual

23 CFR 771

Executive Order 12898 on Environmental Justice

Standard Operating Procedures

C. Design Process

Economic, social, topographic, and environmental impact of a proposed project are key factors weighed in the location consideration. Federal, state, local, and departmental policies and procedures require that public hearings and/or informational meetings be held to give all citizens an opportunity to obtain information and express their opinions on proposed project locations. Special efforts shall be made to inform members of minority communities of public hearings and other public involvement activities. These efforts include public notices in minority newspapers and selection of accessible location and time for public hearings.

D. Title VI Responsibilities

- Ensure that all aspects of the location selection process comply with the Title VI requirements.
- Consult and seek input from affected populations.
- Develop mechanisms to identify affected populations.
- Ensure public participation in the selection process.
- Provide notice of public hearings and meetings in minority newspapers and newsletters.
- Maintain required Title VI compliance documentation and statistical data.
- Monitor program components for compliance with the Title VI requirements.
- Review activities associated with public hearings to enhance the participation of targeted communities.
- Develop and update operational manuals and directives to ensure the inclusion of Title VI language and provisions.

- Gather program area data to be included in the Title VI Annual Update Report.

Education and Training

A. Minorities, women, veterans, individuals with a disability, and other individuals protected by Title VI and federal and state anti-discrimination laws are provided with equal opportunity and fair treatment in all employment-related decisions, including opportunities for education and training.

B. Operational Guidelines:

- Employee Handbook
- Affirmative Action Plan

C. Employees Encouraged to Participate in Training

All employees are encouraged to participate in professional development and training. All materials received by the agency on training and education opportunities are made available to all employees, which includes all information on federally funded training, such as courses provided by the National Highway Institute (NHI) and the National Transit Institute (NTI).

D. Title VI Responsibilities

Evaluating and monitoring compliance with Title VI requirements in all aspects of the education and training program.

Provide information on training opportunities open to City staff and sub recipients, including information on training provided by NHI and NTI:

- Assist in the distribution of information on training programs regarding Title VI and related statutes.
- Ensure equal access to, and participation in, applicable NHI and NTI courses for qualified employees.
- Track participation in Title VI, NHI, and NTI courses.
- Establish, maintain, and update a Title VI Procedures Manual containing all day-to-day administration of the Title VI Program.

Consultant Services

A. Department of Administration Purchasing Division – City of Hattiesburg

The DOA Purchasing Division is responsible for setting policy and establishing procedures for consultant selection, negotiation, and administration of consultant contracts for the City.

B. Operational Guidelines

Mississippi Municipal Code

Consultant Services Procedures Manual

Standard Operating Procedures

23 CFR 172

48 CFR 31

23 CFR 172

C. Consultant Selection Process

Each City department may contract directly for consultant services. The departments are required to follow the guidelines produced by the Purchasing Division. Upon the initial request of a consultant contractor's services, the Purchasing Division is available to assist the department's project manager with negotiation and administration of the contract.

D. Title VI Responsibilities

- Monitor DBE program requirements.
- Ensure that all federally funded consultant contracts administered by the City have the appropriate Title VI provisions included.
- Review directives and procedures to ensure Title VI compliance.
- Maintain necessary data and documentation required for completion of the department's Title VI Update Annual Report.

Addendum I - CITY OF HATTIESBURG, MISSISSIPPI

Title VI Assurances

The City of Hattiesburg (hereinafter referred to as the "Recipient"), HEREBY AGREES THAT as a condition to receiving any federal financial assistance from the U.S. Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d-42 USC 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This Assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances to its Federal Aid Highway Program.

1. That the Recipient agrees that each "program" and each "facility" as defined in Subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the Federal Aid Highway Program, and in adapted form in all proposals for negotiated agreements:

The City of Hattiesburg in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d-d4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such

Act, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

3. That the Recipient shall insert the clauses of Appendix 1 of this Assurance in every contract subject to the Act and the Regulations.

4. That the Recipient shall insert the clauses of Appendix 2 of this Assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where the Recipient receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives federal financial assistance in the form, or for the acquisition of real property, or an interest in real property, the Assurance shall extend rights to space on, over or under such property.

7. That the Recipient shall include the appropriate clauses set forth in Appendix 3 of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered

into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under the Federal Aid Highway Program.

8. That this Assurance obligates the Recipient for the period during which federal financial assistance is extended to the program, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the Assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.

9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation, or the official to whom s/he delegates specific authority to give reasonable guarantee that it, other recipients, sub grantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial endorsement with regard to any matter arising under the Act, the Regulations, and this Assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under the Federal Aid Highway Program and is binding on it, other recipients, sub grantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign the Assurance on behalf of the Recipient.

Johnny L. DuPree, Ph.D.
Mayor of Hattiesburg, Mississippi

Date

Addendum 2 - Nondiscrimination Complaint Procedures for Federally Assisted Programs or Activities

These procedures cover all complaints filed under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Civil Rights Restoration Act of 1987, and the Americans with Disabilities Act of 1990, relating to any program or activity administered by the City as to sub recipients, consultants, and contractors.

Intimidation or retaliation of any kind is prohibited by law.

The procedures do not deny the right of the complainant to file formal complaints with other state or federal agencies or to seek private counsel for complaints alleging discrimination.

Every effort will be made to obtain early resolution of complaints at the lowest level possible. The option of informal mediation meeting(s) between the affected parties and the Title VI Coordinator may be utilized for resolution.

Procedure

1. Any individual, group of individuals or entity believing they have been subjected to discrimination may file a written complaint with the City. A formal complaint must be filed within 180 days of the alleged occurrence.
2. Upon receipt of the complaint, the Title VI Liaison will determine its jurisdiction, acceptability, need for additional information, and investigative merit of the complaint. Once the Title VI Coordinator decides the course of action for the complaint, the complainant and the respondent will be notified in writing of such determination within five working days of receipt of complaint.
3. The Title VI Liaison will provide the respondent with the opportunity to respond in writing to the allegations made by the complainant. The respondent will have 10 working days from receipt of notification to furnish a response to the allegations.
4. If the complaint is against one of City's sub recipients of federal funds, the City will have 15 working days from receipt of the complaint to advise MDOT as to the status of the investigation.
5. Within 60 working days of the receipt of the complaint, the investigator will prepare a written report for the Title VI Liaison. The report shall include a narrative description of the incident, identification of persons interviewed, findings, and recommendations for disposition.
6. The investigative report and findings of the complaint will be sent to City Attorney for review.
7. The recommendation shall be reviewed by the Title VI Liaison. The Title VI Liaison will then discuss the report with the Department of Administration Director.
8. Once the City completes its investigative report and finding, the complainant and respondent shall receive a copy of the investigative report and will be notified of their appeal rights.
9. Out briefings will be scheduled with each party within 15 days of their receipt of the investigative report.
10. A copy of the complaint and the City's investigation report will be issued to MDOT within 60 days of the receipt of the complaint.
11. After receiving MDOT's comments, out briefings will be scheduled with all relevant parties to the complaint.
12. If the complainant is not satisfied with the results of the investigation of the alleged discriminatory practice(s), s/he shall be advised of her/his rights to appeal the City's decision to MDOT and USDOT. The complainant has 180 days

after the City's final resolution to appeal to MDOT and USDOT. Unless new facts not previously considered come to light, reconsideration (appeal) by the City is not being available.

Addendum 3 — City of Hattiesburg -- Title VI Notice to Public

The City hereby gives public notice that it is the policy of the department to ensure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, sex, or national origin be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the City receives federal financial assistance.

Any person who believes he or she has been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with the City. Any such complaint must be in writing and filed with the City's Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence. Title VI Discrimination Complaint Forms may be obtained from City of Hattiesburg at no cost to the complainant by calling (601) 554-1006.

Appendix 1 - Contractor Title VI Requirement

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontractors, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City, Washington State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the City, the Washington State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it, the Washington State Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the contractor under the contract until the contractor complies, and/or;
2. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued

pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the City of Hattiesburg, Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City enter into such litigation to protect its interests and, in addition, the contractor may request MDOT or the United States to enter into such litigation to protect the interests of the United States.

Appendix 2 - Granting Clause and Habendum Clause

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE

NOW, THEREFORE, the City of Hattiesburg, as authorized by law, and upon the condition that the City will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d—4) does hereby remise, release, quitclaim, and convey unto the City of Hattiesburg all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the City of Hattiesburg, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the state of Mississippi, its successors, and assigns.

The City of Hattiesburg, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex, disability, national origin, age, or religion, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,) (and)* (2) that the City of Hattiesburg, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination of federally assisted programs of the Department of Transportation — Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned nondiscrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the City of Hattiesburg and its assigns as such interest existed prior to this instruction.¹

Appendix 3 - Deeds, License, Leases and Permit Clause

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the City of Hattiesburg pursuant to the provisions of Assurance 7.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose for which a City of Hattiesburg program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation — Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the City shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.



Limited English Proficiency Plan

Title VI of the Civil Rights Act of 1964

City of Hattiesburg, Mississippi

In partnership with the
Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization
Mississippi Department of Transportation



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I. Introduction

It is the policy of the City of Hattiesburg (City) to assure full and affirmative compliance with Title VI of the Civil Rights Act of 1964, as amended, and related statutes and implementing authority. The City has given certain assurances to the U.S. Department of Transportation in this regard: The City of Hattiesburg assures that no person in the United States, on the grounds of race, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program or activity for which the recipient receives federal assistance from the Department of Transportation, Mississippi Department of Transportation, including Federal Highway Administration.

English is the predominant language of the United States. The United States is also, however, home to millions of national origin minority individuals who are "limited English proficient" (LEP). That is, they cannot speak, read, write or understand the English language at a level that permits them to interact effectively. Because of these language differences and their inability to speak or understand English, LEP persons are often excluded from programs, benefits and/or activities of agencies receiving Federal financial assistance.

Presidential Executive Order (EO) 13166 entitled "Improving Access to Services for Persons with Limited English Proficiency" was intended to improve access to federally conducted and assisted programs for persons who are LEP. The EO requires recipients of Federal financial assistance to develop and implement guidance on how the recipient will assess and address the needs of otherwise eligible limited English proficient persons seeking access to the programs and activities of recipients of federal financial assistance.

The City's LEP guidance provides procedures that will assist the City of Hattiesburg in complying with Title VI responsibilities to ensure meaningful access to all programs, activities and/or benefits for LEP persons.

II. Limited English Proficiency Statement of Commitment

As a recipient of federal-aid funding, the City is committed to nondiscrimination in all its programs and activities whether or not those programs and activities are federally funded. This guidance clarifies the City's fulfillment of responsibilities to limited English proficient (LEP) persons, pursuant to Executive Order 13166, entitled "Improving Access to services for persons with Limited English Proficiency." The City will take reasonable steps to ensure meaningful access to the agency's programs, activities; services and information that are normally provided in English are accessible to LEP persons. Failure to ensure that LEP persons can effectively participate in federally assisted programs and activities may violate the prohibition against national origin discrimination in Title VI of the Civil Rights Act.

The key to providing meaningful access to LEP persons is to ensure that LEP beneficiaries can communicate effectively and act appropriately based on that communication. The City's Administration will ensure that every manager, supervisor, employee, and sub-recipient of federal-aid funds administered by the City takes reasonable steps to ensure meaningful access to the City recipients' programs and activities. Where possible, the agency will collect and maintain demographic statistics on persons who participate in our programs and services. In addition, every division will post written notices in a public area regarding the right to free language assistance for persons conducting business with the City in the most frequently encountered or likely to be encountered languages.

Allegations of discrimination will be brought to the immediate attention of the City of Hattiesburg, Department of Administration or a District Civil Rights Officer.

III. Legal Authority

Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, provides that no person shall “on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” Section 602 authorizes and directs Federal agencies that are empowered to extend Federal financial assistance to any program or activity “to effectuate the provisions of [section 601] * * * by issuing rules, regulations, or orders of general applicability.” 42 U.S.C. 2000d-1.

Department of Justice regulations promulgated pursuant to section 602 forbid recipients from “utiliz[ing] criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program as respects individuals of a particular race, color, or national origin.” 28 CFR 42.104(b)(2). DOT’s Title VI regulations include almost identical language in this regard. *See* 49 CFR 21.5(b)(vii)(2) (portions of these regulations are provided in Appendix A).

The Supreme Court, in *Lau v. Nichols*, 414 U.S. 563 (1974), interpreted regulations promulgated by the former Department of Health, Education, and Welfare, including a regulation similar to that of DOJ, 45 CFR 80.3(b)(2), to hold that Title VI prohibits conduct that has a disproportionate effect on LEP persons because such conduct constitutes national origin discrimination. In *Lau*, a San Francisco school district that had a significant number of non-English speaking students of Chinese origin was required to take reasonable steps to provide them with a meaningful opportunity to participate in federally funded educational programs.

On August 11, 2000, Executive Order 13166 was issued. “Improving Access to Services for Persons With Limited English Proficiency,” 65 FR 50121 (August 16, 2000). Under that order, every Federal agency that provides financial assistance to non-Federal entities must publish guidance on how its recipients can provide meaningful access to LEP persons and thus comply with Title VI regulations forbidding recipients from “restrict[ing] an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under the program” or from “utiliz[ing] criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program as respects individuals of a particular race, color, or national origin.”

On that same day, DOJ issued a general guidance document addressed to “Executive Agency Civil Rights Officers” setting forth general principles for agencies to apply in developing guidance documents for recipients pursuant to the Executive Order. “Enforcement of Title VI of the Civil Rights Act of 1964—National Origin Discrimination Against Persons with Limited English Proficiency,” 65 FR 50123 (August 16, 2000) (DOJ’s General LEP Guidance).

Pursuant to Executive Order 13166, DOT developed its own guidance document for recipients and initially issued it on January 22, 2001, “DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries.” However, in light of the public comments received and the Assistant Attorney General’s October 26, 2001, clarifying memorandum, DOT has revised its LEP guidance to ensure greater consistency with DOJ’s revised LEP guidance, published June 18, 2002, and other agencies’ revised LEP guidance. 67 FR 117 (June 18, 2002).

IV. **The City of Hattiesburg Guidelines for Full Participation of Limited English Proficient (LEP) Persons**

1. Implementation

The Department of Federal and State Programs is responsible for monitoring agency programs and activities to ensure meaningful access for LEP persons. The Mayor of the City of Hattiesburg has designated the Director of the Department of Federal and State Programs as the agency's LEP Liaison.

2. Agency Responsibilities

All managers and supervisors have been notified that they are fully obligated to ensuring meaningful access to all programs and activities offered by the City of Hattiesburg.

The LEP Liaison along with management will identify language service needs and strategies for responding to those needs. The Department of Federal and State Programs, Title VI Coordinator is responsible for monitoring agency programs and activities to ensure meaningful access for LEP persons. The LEP Liaison duties include:

- Ensure identification and securing of existing and needed resources (in-house, new hire contract, resource sharing with other agencies, volunteers, or other) to provide oral and written language services.
- Identify and develop and recommend guidelines to implement the Plan.
- Identify criteria for designation of language for initial round of translation, based on demographic data;
- Create systems to distribute translated documents, post electronically, and maintain supply;
- Identify training needs to staff and managers needing to use language services, as well as language service providers on staff.
- Establish protocols for ensuring quality, timeliness, cost effectiveness, and appropriate levels of confidentiality in translations, interpretations, and bilingual staff communications.
- Identify and implement a system for receiving and responding to complaints.
- Exchange best practices information with Divisions.
- Review the progress of the City on an annual basis in providing meaningful access to LEP persons, develop reports, and recommend modification to LEP Guidelines as appropriate.

3. LEP Services

The LEP Liaison will identify and maintain an inventory of Language Assistance Services (LAS) providers available to all City personnel. The inventory will include, but is not limited to, the following:

1. Contract language service providers (LSP) based on the following qualification factors:
 - The interpretation skill level of the LSP and its agents;
 - The length of time the LSP has been in business;
 - Any previous experience the agency may have had with the LSP,
 - The LSP's experience in providing LEP services in similar contexts, and
 - The timeliness in which they provide the service.

To ensure consistent standards, professional providers based on the factors listed in 2 will provide translation services. Bilingual staff may be utilized on a limited basis when LAS are not anticipated or available.

2. Contract document translators based on the following qualification factors:
 - The translation skill level of the contractor and its agents;
 - The length of time the contractor has been in business;
 - Any previous experience the agency may have had with the contractor,
 - The contractor's experience in providing LEP services in similar contexts, and
 - The timeliness and accuracy in which they provide the service.

These contracts would be available for use by all City Divisions as a source of professional and responsive language translation and interpretation services. All requests for translation/interpreter services will be forwarded to the Title VI Coordinator within the Department of Federal and State Programs. Requests for services will include the name of the person requesting the services, and the department name and number.

The Title VI Coordinator will maintain a database for LEP requests, by department and division. This database will include, at a minimum, the name of the person requesting the service, type of service requested, name of LEP person affected, type of document to be translated, language translated from and to, and any other pertinent information for tracking language services.

The LEP Liaison will develop a form that each requestor for services will complete to evaluate the services performed by the Contractor. The evaluation forms will be sent directly to the LEP Liaison.

All LAS will be made available to LEP persons at the expense of the City, where the circumstances indicate the provision of LEP services is appropriate and required.

4. Training

The City of Hattiesburg departments and sub-recipients should know their obligations to provide meaningful access to information and services for LEP persons, and all persons in

public contact positions should be properly trained. An effective training objective would likely include training to ensure that:

- City departments/division and sub-recipients know about LEP policies and procedures.
- City departments/division and sub-recipients who have contact with the public (or those in a recipient's custody) are trained to utilize interpreter services effectively.
- City departments/divisions and sub-recipients shall include this training as part of the orientation provided for new employees.

Management staff, even if they do not interact regularly with LEP persons, should be fully aware of and understand the plan so they can reinforce its importance and ensure its implementation by staff. Training will be arranged by the Department of Federal and State Programs

Needs Assessment

The city will, on a continuing basis, assess the need for language services on a local basis and make LAS available as deemed appropriate. In making this assessment, the city will examine the prevalence of LEP stakeholders statewide, by district and/or by service area of program:

- The number or Proportion of LEP persons served or encountered in the eligible service population
- The frequency with which LEP individuals come in contact with the program
- The nature and importance of the program, activity, or service to people's lives
- The resources available to the City and costs to provide LEP services

In making this assessment, the agency will consider the following among other data sources:

- United States census results
- Data maintained by the agency
- The agency's past experience in providing services to LEP stakeholders
- Information sources maintained by private and public local entities, including community-based organizations and local social services departments

The LEP Liaison and management will, on a continuing basis, identify vital documents that are routinely provided to stakeholders that will be translated into languages other than English. The translation of vital documents into languages other than English is particularly important where a significant number or percentage of the customers served and/or eligible to be served have limited English proficiency. Whether or not a document is vital depends on how significant the impact on the health, safety, legal rights, or livelihood of an LEP person may be. Written documents include electronic documents and web-sites. Vital documents may include materials such as:

- Emergency transportation information;
- Notices of public hearings and proposed transportation plans;

- Community education materials;
- Notices notifying LEP persons of language assistance at no cost to the LEP person;
- Markings, signs and packaging for hazardous materials and substances;
- Signs in waiting rooms, reception areas, and other initial points of entry;
- Instructions on how to participate in a recipient's program.

The LEP Liaison will coordinate with the LSP to have identified documents translated accordingly. Translated documents will be made available as requested.

5. Complaint Procedure

- a. Any LEP individual has a right to file a complaint against the city where he or she believes that the city did not provide necessary LEP services as appropriate. These complaints include those available under Title VI of the Civil rights Act of 1964.
- b. All complaints, alleging a violation under Title VI will be referred to the Title VI Coordinator or Title VI Offers.
- c. The Title VI Coordinator and the City Attorney will take appropriate steps to resolve all complaints in accordance with the agency's discrimination complaint procedures.
- d. The Title VI Coordinator will maintain a database tracking requests for all complaints and their resolution. The database will include the following items:
 1. Source of complaint
 2. LEP request including relevant contact information
 3. Nature of complaint request
 4. Date complaint/request received
 5. Date complaint/request resolved
 6. Manner of resolution
 7. Comments
- e. Fact-finding procedures by Title VI Coordinator and City Attorney will follow the investigation protocol in the Title VI Plan.
- f. Mediation and hearings:
- g. Interpreters will be made available to hearing participants upon request or where CRD staff identifies a need for an interpreter.

7. Frequently Asked Questions

Q. Who is a Limited English Proficient (LEP) individual?

A. Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English can be limited English proficient, or "LEP." These individuals may be entitled language assistance with respect to a particular type or service, benefit, or encounter.

Q. Does a recipient have to provide translation services in every language?

A. No

A. No. Recipients and federal agencies are required to take reasonable steps to ensure meaningful access to their programs and activities by LEP persons. What is "reasonable" is based on the four factor analysis. Once the recipient researches the demographics and takes resources available and costs into consideration it may be that they only provide language services in the largest number of LEP persons served or encountered by a program or service.

Q. Will providing language services increase the risk of litigation and liability for recipients as a result of LEP Guidance?

A. No. *Alexander v. Sandoval* holds principally that there is no private right of action to enforce Title VI disparate regulations. The LEP Guidelines are based on Title VI and DOT's Title VI regulations at 49 CFR part 21 and does not provide any private right of action beyond that which exists in those laws. Thus LEP Guidance does not increase the risk of recipient's legal liability to private plaintiffs. DOT does not dismiss the fact that although there is no legal grounds this does not prevent persons from initiating legal actions.

Q. What are recipients of federal funds and federal agencies required to do to meet LEP requirements?

A. Recipients and federal agencies are required to take reasonable steps to ensure meaningful access to their programs and activities by LEP persons. While designed to be a flexible and fact-dependent standard, the starting point is an individualized assessment that balances the following four factors:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or grantee;
2. The frequency with which LEP individuals come in contact with the program;
3. The nature and importance of the program, activity, or service provided by the program to people's lives; and
4. The resources available to the grantee/recipient or agency, and costs. As indicated above, the intent of this guidance is to find a balance that ensures meaningful access by LEP persons to critical services while not imposing undue burdens on small business, or small nonprofits.

FOUR FACTOR FRAMEWORK

Number and Proportion of LEP Persons

The City of Hattiesburg services a population of approximately 50,000 persons. Of the number according to the 2000 U.S. Census, indicated less than 3000 persons spoke a language other than English in their home. Of that the population of 25 most individuals living in the United States read, write, speak, and understand English. There are many individuals, however, for whom English is not their primary language. For instance, based on the 2000 census, regarding individuals older than age 5, over 26 million individuals speak Spanish and almost 7 million individuals speak an Asian or Pacific Island language at home. If these individuals have a limited ability to read, write, speak, or understand English, they are limited English proficient, or "LEP."

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The City of Hattiesburg, Mississippi

Title VI Program

Version 1.1
November 2013

Mayor

Johnny L. DuPree, Ph.D.

Hattiesburg City Council

Kim Bradley, Ward 1

Deborah Delgado, Ward 2

Mary Dryden, Ward 4

Carter Carroll, Ward 3

Henry Naylor, Ward 5



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CITY OF HATTIESBURG, MISSISSIPPI

TITLE VI PLAN

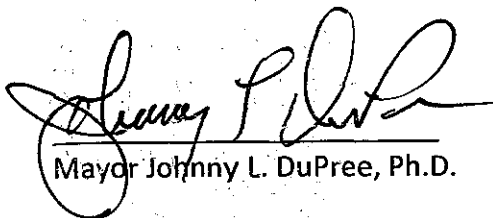
Over the past decade, a renewed emphasis on Title VI issues and environmental justice has become a more integral part of the transportation planning and programming process throughout the United States, particularly in urban regions. This renewed commitment to Title VI has, and continues to be, reflected in the City of Hattiesburg's work program, publications, communications, and public involvement efforts. This document establishes a framework for efforts that will be taken at the City of Hattiesburg to ensure compliance with Title VI and related statutes regarding nondiscrimination and environmental justice.

Title VI Plan Policy Statement

The City of Hattiesburg (City) assures that no person shall on the grounds of race, color, sex, age, disability or national origin, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City further assures every effort will be made to ensure nondiscrimination in all of its programs activities, whether those programs and activities are federally funded or not.

In the event that the city distributes federal aid funds to another entity, the City will include Title VI language in all written agreements and will monitor for compliance.

The Department of Federal and State Programs is responsible for initiating and monitoring Title VI activities, preparing required reports and other City responsibilities as required by 23 Code of Federal Regulation (CFR) 200 and 49 Code of Federal Regulation 21.


Mayor Johnny L. DuPree, Ph.D.

11-19-13

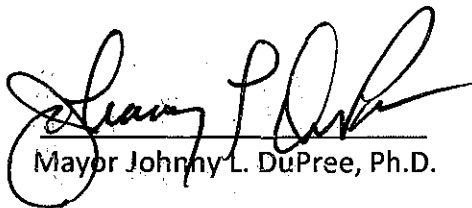
Date

Mayor's Statement on Limited English Proficiency

The City of Hattiesburg welcomes diversity and has taken steps to insure that those who come to our City can participate in and enjoy to the fullest all our great City has to offer.

The City of Hattiesburg is proud of our efforts to insure that inclusiveness and fairness are a part of all of our activities. It is our intention to be proactive in extending our services and programs to all who wish to participate, including our Limited English Proficiency (LEP) residents. The City's Department of Federal and State Programs leads the way in celebrating our differences and drawing strength from our similarities.

The Policy Statement that precedes this page shows our commitment to Title VI and our fairness in contracting. By signing below, I am reaffirming the City's efforts to reach out to the LEP community and insure that they are a part of the City's democratic processes. This is a step I gladly take, as inclusiveness and fairness are an integral part of this City.



Mayor Johnny L. DuPree, Ph.D.

11-19-13

Date

Authorities

Title VI of the 1964 Civil Rights Act provides that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance (please refer to 23 CFR 200.9 and 49 CFR 21).

Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors, whether such programs and activities are federally assisted or not (Public Law 100259 [2.557] March 22, 1988).

Additional Authorities and Citations Include:

Title VI of the Civil Rights Act of 1964, 42 United States Code 2000d to 2000-4; 42 United States Code 4601 to 4655; 23 United States Code 109(h); 23 United States Code 324; Department of Transportation Order 1050.2; Executive Order 12250; Executive Order 12898; 29 Code of Federal Regulations 50.3.

Title VI Delegation Chart

CITY OF HATTIESBURG, MISSISSIPPI

Johnny L. DuPree, Ph.D.

Mayor

601-545-4501

City Attorney

Charles E. Lawrence, Esq.

Attorney

601-545-4501

Title VI Liaison Officer

Director, of Federal and State Programs

Department of Federal and State Programs

601-554-1006

Organization and Staffing - General

The Mayor of the City of Hattiesburg is responsible for ensuring the implementation of the City's Title VI program. The Director of the Federal and State Programs, on behalf of the Mayor, is responsible for the overall management of the Title VI programs, and serves as the Title VI Liaison Officer. The day-to-day administration of the program lies with the Title VI Coordinator, as assigned, (hereafter referred to as "Coordinator") under the direct supervision of the Director of the Federal and State Programs.

General Responsibilities

General Title VI Program Responsibilities

Following are general Title VI responsibilities of the agency. The Title VI Liaison is responsible for ensuring these elements of the plan are appropriately implemented and maintained;

- 1. Data collection**
- 2. Annual Title VI Report**
- 3. Title VI complaint procedures**
- 4. Annual review of Title VI program**
- 5. Dissemination of Information**
- 6. Resolution of Complaints**

Responsibilities of the Title VI Liaison

The Title VI Liaison is responsible in implementing, monitoring, and reporting on the City's compliance with Title VI regulations. In support of this, the Title VI Liaison will:

- Identify, investigate, and eliminate discrimination when found to exist.
- Process Title VI complaints received by the City.
- Meet with Coordinators quarterly to monitor and discuss progress, implementation, and compliance issues.
- Periodically review the agency's Title VI program to assess if administrative procedures are effective, staffing is appropriate, and adequate resources are available to ensure compliance.
- Work with Coordinators to develop and submit the Annual Title VI Report to MDOT, FHWA, and FTA by the end of October each year.
- If a sub recipient is found to not be compliance with Title VI, work with the Consultant Contracts Liaison and sub recipient to resolve the deficiency status and write a remedial action if necessary.
- Review important Title VI-related issues with the City Attorney, as needed.
- Assess communications and public involvement strategies to ensure adequate participation of impacted Title VI protected groups and address additional language needs when needed.

Responsibilities of Title VI Coordinators

Title VI Coordinators, under supervision of the Title VI Liaison, are responsible for day-to-day administration of the Title VI program, including implementation of the plan and Title VI compliance, program monitoring, reporting, and education within the assigned program area, as described in the "Program Area Responsibilities" section of this document. In addition, each Coordinator is responsible for drafting text for their section of the Annual Title VI Report, and maintaining the data and documentation necessary for that report. This includes reviewing guidelines and procedures for the assigned Title VI Program Area, and incorporating Title VI-related language and provisions into agency documents, as appropriate.

Title VI Coordinator Responsibilities

The Title VI Coordinator is charged with the responsibility for implementing, monitoring, and ensuring the City's compliance with Title VI regulations. Title VI responsibilities are as follows:

1. Process the disposition of Title VI complaints received by the City.
2. Collect statistical data (race, color, sex, age, disability or national origin) of participants in and beneficiaries of state highway programs, e.g. relocates, affected citizens, and impacted communities.
3. Conduct annual Title VI reviews of special emphasis program areas (right of way, planning, design, etc.) to determine the effectiveness of program activities at all levels.
4. Conduct Title VI reviews of construction contractors, consultant contractors, suppliers, and other recipients of federal-aid highway fund contracts administered through the City.
5. Review City program directives in coordination with Title VI Liaisons for special emphasis program areas. Where applicable, include Title VI language and related requirements.
6. Conduct training programs on Title VI and other related statutes for City employees and recipients of federal highway funds.
7. Prepare a yearly report of Title VI accomplishments and goals, as required.
8. Develop Title VI information for dissemination to the general public and, where appropriate, in languages other than English.
9. Conduct post-grant approval reviews of City programs and applicants (e.g. highway location, design and relocation, and persons seeking contracts with the City), for compliance with Title VI requirements.
10. Identify and eliminate discrimination.
11. Establish procedures for promptly resolving deficiency status and reducing to writing the remedial action agreed to be necessary, all within a period not to exceed 90 days.

Program Administration - General

As Title VI Liaison Officer, the Director of the Department of Federal and State Programs shall be responsible for coordinating the overall administration of the Title VI program, plan, and assurances (see Addendum 1).

A. Complaints

If any individual believes that s/he or any other program beneficiaries have been subjected to unequal treatment or discrimination in their receipt of benefits and/or services, or on the grounds of race, color, national origin, sex disability or age, s/he may exercise their right to file a complaint with the City. Every effort will be made to resolve complaints informally at the City and contractor level.

B. Data Collection

Statistical data on race, color, national origin and sex of participants in, and beneficiaries of federally funded program, (e.g., relocates, impacted citizens, and affected communities), will be gathered and maintained by the Title VI Coordinator. Each of the Title VI special emphasis program areas will maintain data to be incorporated in the Title VI Annual Update. The data gathering process will be reviewed regularly to ensure sufficiency of the data in meeting the requirements of the Title VI program administration.

C. Title VI Program Reviews

The City's Title VI Program reviews will be overseen by the Title VI Liaison to assess the office's administrative procedures, staffing, and resources available for Title VI compliance. All special emphasis programs will be reviewed with the Title VI designees annually to assure their effectiveness in compliance with Title VI provisions. This is in addition to the day to day monitoring. Title VI Coordinator and program representatives will coordinate efforts to ensure that the requirements of Title VI are met throughout the entire contracting process. The Title VI Coordinator will conduct reviews of contractors, subcontractors, consultants, suppliers and all other sub recipients of city's federal funds to ensure compliance with Title VI provisions.

D. Operational Guidelines/Program Directives

All operational guidelines to regions, contractors, sub recipients, and special emphasis program areas will be reviewed annually to include Title VI language and provisions and related requirements, where applicable.

E. Training Program

Title VI training will be made available at least annually to employees, contractors, sub recipients, and special emphasis program area liaisons. The training will provide comprehensive

information on Title VI provisions, application to program operations, and identification of Title VI issues and resolution of complaints. A summary of the training conducted will be reported in the annual update.

F. Title VI Plan Update

A Title VI Plan Update will be submitted to MDOT or FTA by October 1 of each year. The update will report on accomplishments and changes to the program occurring during the preceding year, and will also include goals and objectives for the upcoming year.

G. Public Dissemination

The Title VI Liaison will disseminate Title VI Program information to City employees, sub recipients, contractors, and beneficiaries as well as the general public. Public dissemination will include the posting of public statements, inclusion of Title VI language in contracts, and publishing annually the Title VI Policy Statement in newspapers having a general circulation in the vicinity of proposed projects and announcements of hearings and meetings in minority publications (see Addendum 3).

I. Post-grant Reviews

Review post-grant approval procedures (e.g. highway location design, relocation and individuals seeking contracts, etc.) to ensure compliance with Title VI requirements.

J. Elimination of Discrimination

Implement procedures to identify and eliminate discrimination when found to exist, related to Minority/Women/Disadvantaged Business Enterprises (DBE) contractors, public involvement, and property acquisition.

K. Remedial Action

The City will actively pursue the prevention of Title VI deficiencies and violations and will take the necessary steps to ensure compliance with all program administrative requirements. When irregularities occur in the administration of the program's operation, corrective action will be taken to resolve Title VI issues, and reducing to writing a remedial action agreed upon to be necessary, all within a period not to exceed 90 days.

- 1) Sub recipients placed in a deficiency status will be given a reasonable time, (not to exceed 90 days after receipt of the deficiency letter), to voluntarily correct deficiencies.
- 2) The City will seek the cooperation of the sub recipient in correcting deficiencies found during the review. The City will also provide the technical assistance and guidance needed to aid the sub recipient to comply voluntarily.

3) When a sub recipient fails or refuses to voluntarily comply with requirements within the time frame allotted, the City will submit to MDOT Civil Rights Office or the FHWA two copies of the case file and a recommendation that the sub recipient be found in noncompliance.

4) A follow-up review will be conducted within 180 days of the initial review to ensure that the sub recipient has complied with the Title VI Program requirements in correcting deficiencies previously identified.

L. Procedures Manual

Administration of the Title VI Program will be incorporated in a Procedures Manual that will be updated regularly to incorporate changes and additional responsibilities.

Title VI-Special Program Areas

Each of the special emphasis program areas listed below shall have designated a Title VI Coordinator. The Coordinator(s) shall be responsible for ensuring compliance, program monitoring, reporting, and education within their respective programs.

1. City of Hattiesburg Department of Engineering and the Mississippi Department of Transportation (MDOT)

- a) Planning
- b) Environmental Activities
- c) Right of Way
- d) Construction and Maintenance
- e) Design Management

2. Department of Administration, Purchasing/Accounting Division (City of Hattiesburg)

- a) Disadvantaged Business Enterprise Compliance on Construction and Consulting Contracts
- b) Consultant Services

3. Department of Federal and State Programs (City of Hattiesburg)

- a) Title VI Implementation and Compliance

The special program areas will meet regularly with all the Title VI liaisons to discuss issues regarding program implementation and compliance monitoring within the City.

Title VI Responsibilities for Special Emphasis Program Areas

Planning

A. Department of Federal and State Programs – City of Hattiesburg and the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization

HPFL-MPO has the responsibility to develop long- and short-range plans to provide efficient transportation services to the citizens of the City of Hattiesburg and Hattiesburg Urbanized Area.

B. Operational Guidelines

Hattiesburg Municipal Code

Executive Order 12898 on Environmental Justice

Executive Order 13166 on Providing Meaningful Access to Individuals Who Are Limited English Proficient to Federally Assist and Federally Conducted Programs and Activities

Metropolitan Planning Organization Procedures Manual
23 CFR 450

RCW 47.06 Statewide Transportation Planning

RCW 47.80 Regional Transportation Planning Organization

C. Planning Process

The City annually updates and coordinates the City's future transportation improvement plans and programs. A comprehensive transportation planning process is used which incorporates input from the public in coordination with the various jurisdictions affected. Planning includes the monitoring and collection of data.

D. Title VI Responsibilities

Ensure that all aspects of the planning process operation comply with Title VI.

Ensure that various social, economic, and ethnic interest groups are represented in the planning process by disseminating program information to minority media and ethnic/gender related organizations and participating in roundtable meetings in predominantly minority communities.

Assist the Title VI Coordinator in gathering and organizing the Planning special program emphasis area section of the Annual Title VI Update Report.

Review the department work program and other directives to ensure compliance with Title VI program requirements.

Visit public meetings to verify the level of participation of Title VI protected group members when offered in predominantly ethnic minority communities.

Ensure that Limited English Proficiency (LEP) individuals who will be affected by planned projects receive meaningful access into the public awareness/involvement process. Meaningful access means that the affected parties will receive the necessary communicative assistance required to allow them to participate in governmental services/activities.

Environmental Justice

A. Mississippi Department of Transportation (MDOT)

MDOT assist in integrating environmental considerations and regulatory requirements into the City's transportation program, provide technical expertise for project analyses, develop environmental policies, procedures, manuals, and training and work with regulatory agencies to streamline the environmental permit process.

MDOT use a systematic process to study and evaluate all necessary environmental aspects of a proposed project, including its social and economic impacts. Depending on the scope, complexity, and impacts of the project, a National Environmental Policy Act (NEPA) Categorical Exclusion (CE), NEPA Environmental Assessment (EA), State Environmental Policy Act (SEPA) checklist, SEPA Determination of Non-significance (DNS), or NEPA and/or SEPA Environmental Impact Statement are completed. MDOT also develop agreements, guidance documents, and training programs with the regulatory and resource agencies.

B. Operational Guidelines

Executive Order 12898 on Environmental Justice

Executive Order 13166 on Providing Meaningful Access to Individuals Who Are Limited English Proficient to Federally Assist and Federally Conducted Programs and Activities

National Environmental Policy Act (NEPA), Title 23 CFR 771,
Title 49 CFR 622, 635, 640, 712, 771

All regulations are administered by the Federal Highway Administration.

MDOT Project Development Manual

Title VI Responsibilities

- Monitor compliance with Title VI requirements in all aspects of the environmental process.
- Conduct meetings to review the project impact.
- Disseminate to the public their rights to call or write the department to view plans and discuss environmental problems.
- Coordinate the gathering of environmental information for the Annual Title VI Update Report, including awards to DBE firms.
- Notify affected protected group residents of public meetings or hearings regarding a proposed project, and make meetings and hearings accessible.
- Develop mechanisms to identify the population affected by a project.
- Ensure that Limited English Proficiency (LEP) individuals who will be affected by locating and citing actions receive meaningful access into the public awareness/involvement process. Meaningful access means that the affected parties will receive the necessary communicative assistance required to allow them to participate in governmental services/activities.
- Ensure public participation in the location selection process.
- Ensure Title VI/Environmental Justice compliance in all Environmental Impact Statements.

Right of Way

A. City of Hattiesburg (COH) and Mississippi Department of Transportation

The COH will manage and coordinate the appraisal and acquisition of real property for transportation needs, the management of excess properties, and relocation assistance services.

B. Operational Guidelines

Executive Order 13166 on Providing Meaningful Access to Individuals Who Are Limited English Proficient to Federally Assist and Federally Conducted Programs and Activities.

Local Agencies Guideline Manual

Right of Way Manual

ROW Standard Operating Procedures

ROW Manual

23 CFR 130

49 CFR 24

Miss. Code Ann. Title 65

C. Acquisition Process

The property acquisition process follows the ROW Standard Operating Procedures and all applicable laws and regulations, including Title VI. The right of way acquisition process entails appraisal of property, negotiation of terms and conditions for acquisition, and assistance in the relocation of displaced individuals, business, farm operations, and nonprofit organizations, as well as property management.

D. Title VI Responsibilities

- Ensure participation by Minority/Women Disadvantaged Business Enterprises as identified by the MDOT DBE Office in consulting contracts. The contracts are typically appraisal contracts but can cover all services of real estate including negotiation, relocation, and property management.
- Ensure participation by minority/women disadvantaged business appraisers by reviewing updates to DBE directories identifying fee appraiser organizations.
- Appraise affected property owners, tenants, and others involved of their rights and options regarding negotiation, relocation, condemnation and other aspects of the acquisition process.
- Ensure that Limited English Proficiency (LEP) individuals who will be affected by right of way activities/decisions receive meaningful access into the public awareness/involvement process. Meaningful access means that the affected parties will receive the necessary communicative assistance required to allow them to participate in governmental services/activities.
- Conduct annual implementation reviews of Title VI provisions within the entire real estate acquisition process.

- Incorporate Title VI language and assurance statements in all surveys of property owners and tenants after the conclusion of all business.
- Ensure that appraised values and communications associated with the appraisal and negotiation operations result in equitable treatment.
- Ensure comparable replacement dwellings are available and assistance is given to all displaced persons and entities by the property acquisition process.
- Coordinate the preparation of deeds, permits and leases to ensure the inclusion of the appropriate Title VI clauses.
- Gather the statistical data required for completion of the Annual Title VI Update Report, including awards to minority and female appraisers.

Construction/Maintenance

A. The City of Hattiesburg (COH)—Department of Engineering

City Of Hattiesburg is responsible for the administration of new federally funded construction. This department is responsible for the preservation and upkeep of the local transportation system throughout the City.

B. Operational Guidelines

Local Agencies Guideline Manual

MDOT Project Development Manual

Construction Manual

Maintenance's Standard Operating Procedures

Standard Specifications for Road and Bridge Construction

23 CFR Part 200

49 CFR Part 21

C. Construction and Maintenance Process

COH is responsible for developing an efficient program for federally-funded projects and road maintenance by utilizing the resources of people, equipment, and materials in the most economic way. The City Of Hattiesburg set policy and

provide guidance and oversight for the administration of transportation construction projects by the City.

D. Title VI Responsibilities

- Monitor all maintenance operations to ensure nondiscrimination.
- Review activities and programs to assure that maintenance and construction efforts and resources are applied uniformly and fairly.
- Review all projects for application of DBE program requirements.
- Include DBE general special provisions in projects with assigned goals.
- Include Title VI language in contract advertisements and award letters to encourage the utilization of DBE firms. Award construction contracts on the basis of the lowest responsive bidder including DBE requirements.
- Ensure thorough reviews that prime contractors with DBE requirements award have previously committed work to proper DBEs, and that DBEs actually performed a commercially useful function on the contracts.
- Consult DBE firms to identify possible barriers to their participation in contracts. Use this information to eliminate such barriers.
- Provide supportive services to DBEs.
- Include Title VI language in every contract to ensure nondiscrimination in contract awards due to race or gender.
- Coordinate the gathering of maintenance and construction information regarding DBE participation for the Title VI Annual Update Report.

Design

A. The City of Hattiesburg Department of Public Services/Engineering and Mississippi Department of Transportation

These departments perform studies to assess various environmental factors, including social and economic elements, as they relate to project development.

B. Operational Guidelines

MDOT Project Development Manual

Executive Order 12898 on Environmental Justice

AASHTO Design Manual

23 CFR 771

Executive Order 12898 on Environmental Justice

Standard Operating Procedures

C. Design Process

Economic, social, topographic, and environmental impact of a proposed project are key factors weighed in the location consideration. Federal, state, local, and departmental policies and procedures require that public hearings and/or informational meetings be held to give all citizens an opportunity to obtain information and express their opinions on proposed project locations. Special efforts shall be made to inform members of minority communities of public hearings and other public involvement activities. These efforts include public notices in minority newspapers and selection of accessible location and time for public hearings.

D. Title VI Responsibilities

- Ensure that all aspects of the location selection process comply with the Title VI requirements.
- Consult and seek input from affected populations.
- Develop mechanisms to identify affected populations.
- Ensure public participation in the selection process.
- Provide notice of public hearings and meetings in minority newspapers and newsletters.
- Maintain required Title VI compliance documentation and statistical data.
- Monitor program components for compliance with the Title VI requirements.
- Review activities associated with public hearings to enhance the participation of targeted communities.
- Develop and update operational manuals and directives to ensure the inclusion of Title VI language and provisions.

- Gather program area data to be included in the Title VI Annual Update Report.

Education and Training

A. Minorities, women, veterans, individuals with a disability, and other individuals protected by Title VI and federal and state anti-discrimination laws are provided with equal opportunity and fair treatment in all employment-related decisions, including opportunities for education and training.

B. Operational Guidelines:

- Employee Handbook
- Affirmative Action Plan

C. Employees Encouraged to Participate in Training

All employees are encouraged to participate in professional development and training. All materials received by the agency on training and education opportunities are made available to all employees, which includes all information on federally funded training, such as courses provided by the National Highway Institute (NHI) and the National Transit Institute (NTI).

D. Title VI Responsibilities

Evaluating and monitoring compliance with Title VI requirements in all aspects of the education and training program.

Provide information on training opportunities open to City staff and sub recipients, including information on training provided by NHI and NTI:

- Assist in the distribution of information on training programs regarding Title VI and related statutes.
- Ensure equal access to, and participation in, applicable NHI and NTI courses for qualified employees.
- Track participation in Title VI, NHI, and NTI courses.
- Establish, maintain, and update a Title VI Procedures Manual containing all day-to-day administration of the Title VI Program.

Consultant Services

A. Department of Administration Purchasing Division – City of Hattiesburg

The DOA Purchasing Division is responsible for setting policy and establishing procedures for consultant selection, negotiation, and administration of consultant contracts for the City.

B. Operational Guidelines

Mississippi Municipal Code

Consultant Services Procedures Manual

Standard Operating Procedures

23 CFR 172

48 CFR 31

23 CFR 172

C. Consultant Selection Process

Each City department may contract directly for consultant services. The departments are required to follow the guidelines produced by the Purchasing Division. Upon the initial request of a consultant contractor's services, the Purchasing Division is available to assist the department's project manager with negotiation and administration of the contract.

D. Title VI Responsibilities

- Monitor DBE program requirements.
- Ensure that all federally funded consultant contracts administered by the City have the appropriate Title VI provisions included.
- Review directives and procedures to ensure Title VI compliance.
- Maintain necessary data and documentation required for completion of the department's Title VI Update Annual Report.

Addendum I - CITY OF HATTIESBURG, MISSISSIPPI

Title VI Assurances

The City of Hattiesburg (hereinafter referred to as the "Recipient"), HEREBY AGREES THAT as a condition to receiving any federal financial assistance from the U.S. Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d-42 USC 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This Assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances to its Federal Aid Highway Program.

1. That the Recipient agrees that each "program" and each "facility" as defined in Subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the Federal Aid Highway Program, and in adapted form in all proposals for negotiated agreements:

The City of Hattiesburg in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such

Act, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

3. That the Recipient shall insert the clauses of Appendix 1 of this Assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix 2 of this Assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives federal financial assistance in the form, or for the acquisition of real property, or an interest in real property, the Assurance shall extend rights to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix 3 of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered

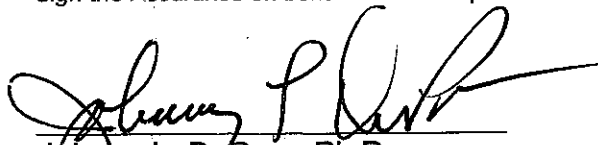
into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under the Federal Aid Highway Program.

8. That this Assurance obligates the Recipient for the period during which federal financial assistance is extended to the program, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the Assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.

9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation, or the official to whom s/he delegates specific authority to give reasonable guarantee that it, other recipients, sub grantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial endorsement with regard to any matter arising under the Act, the Regulations, and this Assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under the Federal Aid Highway Program and is binding on it, other recipients, sub grantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign the Assurance on behalf of the Recipient.


Johnny L. DuPree, Ph.D.
Mayor of Hattiesburg, Mississippi

11-19-13
Date

Addendum 2 - Nondiscrimination Complaint Procedures for Federally Assisted Programs or Activities

These procedures cover all complaints filed under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Civil Rights Restoration Act of 1987, and the Americans with Disabilities Act of 1990, relating to any program or activity administered by the City as to sub recipients, consultants, and contractors.

Intimidation or retaliation of any kind is prohibited by law.

The procedures do not deny the right of the complainant to file formal complaints with other state or federal agencies or to seek private counsel for complaints alleging discrimination.

Every effort will be made to obtain early resolution of complaints at the lowest level possible. The option of informal mediation meeting(s) between the affected parties and the Title VI Coordinator may be utilized for resolution.

Procedure

1. Any individual, group of individuals or entity believing they have been subjected to discrimination may file a written complaint with the City. A formal complaint must be filed within 180 days of the alleged occurrence.
2. Upon receipt of the complaint, the Title VI Liaison will determine its jurisdiction, acceptability, need for additional information, and investigative merit of the complaint. Once the Title VI Coordinator decides the course of action for the complaint, the complainant and the respondent will be notified in writing of such determination within five working days of receipt of complaint.
3. The Title VI Liaison will provide the respondent with the opportunity to respond in writing to the allegations made by the complainant. The respondent will have 10 working days from receipt of notification to furnish a response to the allegations.
4. If the complaint is against one of City's sub recipients of federal funds, the City will have 15 working days from receipt of the complaint to advise MDOT as to the status of the investigation.
5. Within 60 working days of the receipt of the complaint, the investigator will prepare a written report for the Title VI Liaison. The report shall include a narrative description of the incident, identification of persons interviewed, findings, and recommendations for disposition.
6. The investigative report and findings of the complaint will be sent to City Attorney for review.
7. The recommendation shall be reviewed by the Title VI Liaison. The Title VI Liaison will then discuss the report with the Department of Administration Director.
8. Once the City completes its investigative report and finding, the complainant and respondent shall receive a copy of the investigative report and will be notified of their appeal rights.
9. Out briefings will be scheduled with each party within 15 days of their receipt of the investigative report.
10. A copy of the complaint and the City's investigation report will be issued to MDOT within 60 days of the receipt of the complaint.
11. After receiving MDOT's comments, out briefings will be scheduled with all relevant parties to the complaint.
12. If the complainant is not satisfied with the results of the investigation of the alleged discriminatory practice(s), s/he shall be advised of her/his rights to appeal the City's decision to MDOT and USDOT. The complainant has 180 days

after the City's final resolution to appeal to MDOT and USDOT. Unless new facts not previously considered come to light, reconsideration (appeal) by the City is not being available.

Addendum 3 — City of Hattiesburg -- Title VI Notice to Public

The City hereby gives public notice that it is the policy of the department to ensure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, sex, or national origin be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the City receives federal financial assistance.

Any person who believes he or she has been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with the City. Any such complaint must be in writing and filed with the City's Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence. Title VI Discrimination Complaint Forms may be obtained from City of Hattiesburg at no cost to the complainant by calling (601) 554-1006.

Appendix 1 - Contractor Title VI Requirement

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontractors, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City, Washington State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the City, the Washington State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it, the Washington State Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the contractor under the contract until the contractor complies, and/or;
2. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued

pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the City of Hattiesburg, Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City enter into such litigation to protect its interests and, in addition, the contractor may request MDOT or the United States to enter into such litigation to protect the interests of the United States.

Appendix 2 - Granting Clause and Habendum Clause

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE

NOW, THEREFORE, the City of Hattiesburg, as authorized by law, and upon the condition that the City will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d—4) does hereby remise, release, quitclaim, and convey unto the City of Hattiesburg all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the City of Hattiesburg, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the state of Mississippi, its successors, and assigns.

The City of Hattiesburg, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex, disability, national origin, age, or religion, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,) (and)* (2) that the City of Hattiesburg, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination of federally assisted programs of the Department of Transportation — Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned nondiscrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the City of Hattiesburg and its assigns as such interest existed prior to this instruction.¹

Appendix 3 - Deeds, License, Leases and Permit Clause

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the City of Hattiesburg pursuant to the provisions of Assurance 7.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose for which a City of Hattiesburg program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation — Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the City shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.



Limited English Proficiency Plan

Title VI of the Civil Rights Act of 1964

City of Hattiesburg, Mississippi

In partnership with the
Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization
Mississippi Department of Transportation



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I. Introduction

It is the policy of the City of Hattiesburg (City) to assure full and affirmative compliance with Title VI of the Civil Rights Act of 1964, as amended, and related statutes and implementing authority. The City has given certain assurances to the U.S. Department of Transportation in this regard: The City of Hattiesburg assures that no person in the United States, on the grounds of race, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program or activity for which the recipient receives federal assistance from the Department of Transportation, Mississippi Department of Transportation, including Federal Highway Administration.

English is the predominant language of the United States. The United States is also, however, home to millions of national origin minority individuals who are "limited English proficient" (LEP). That is, they cannot speak, read, write or understand the English language at a level that permits them to interact effectively. Because of these language differences and their inability to speak or understand English, LEP persons are often excluded from programs, benefits and/or activities of agencies receiving Federal financial assistance.

Presidential Executive Order (EO) 13166 entitled "Improving Access to Services for Persons with Limited English Proficiency" was intended to improve access to federally conducted and assisted programs for persons who are LEP. The EO requires recipients of Federal financial assistance to develop and implement guidance on how the recipient will assess and address the needs of otherwise eligible limited English proficient persons seeking access to the programs and activities of recipients of federal financial assistance.

The City's LEP guidance provides procedures that will assist the City of Hattiesburg in complying with Title VI responsibilities to ensure meaningful access to all programs, activities and/or benefits for LEP persons.

II. Limited English Proficiency Statement of Commitment

As a recipient of federal-aid funding, the City is committed to nondiscrimination in all its programs and activities whether or not those programs and activities are federally funded. This guidance clarifies the City's fulfillment of responsibilities to limited English proficient (LEP) persons, pursuant to Executive Order 13166, entitled "Improving Access to services for persons with Limited English Proficiency." The City will take reasonable steps to ensure meaningful access to the agency's programs, activities; services and information that are normally provided in English are accessible to LEP persons. Failure to ensure that LEP persons can effectively participate in federally assisted programs and activities may violate the prohibition against national origin discrimination in Title VI of the Civil Rights Act.

The key to providing meaningful access to LEP persons is to ensure that LEP beneficiaries can communicate effectively and act appropriately based on that communication. The City's Administration will ensure that every manager, supervisor, employee, and sub-recipient of federal-aid funds administered by the City takes reasonable steps to ensure meaningful access to the City recipients' programs and activities. Where possible, the agency will collect and maintain demographic statistics on persons who participate in our programs and services. In addition, every division will post written notices in a public area regarding the right to free language assistance for persons conducting business with the City in the most frequently encountered or likely to be encountered languages.

Allegations of discrimination will be brought to the immediate attention of the City of Hattiesburg, Department of Administration or a District Civil Rights Officer.

III. Legal Authority

Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, provides that no person shall "on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." Section 602 authorizes and directs Federal agencies that are empowered to extend Federal financial assistance to any program or activity "to effectuate the provisions of [section 601] * * * by issuing rules, regulations, or orders of general applicability." 42 U.S.C. 2000d-1.

Department of Justice regulations promulgated pursuant to section 602 forbid recipients from "utiliz[ing] criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program as respects individuals of a particular race, color, or national origin." 28 CFR 42.104(b)(2). DOT's Title VI regulations include almost identical language in this regard. See 49 CFR 21.5(b)(vii)(2) (portions of these regulations are provided in Appendix A).

The Supreme Court, in *Lau v. Nichols*, 414 U.S. 563 (1974), interpreted regulations promulgated by the former Department of Health, Education, and Welfare, including a regulation similar to that of DOJ, 45 CFR 80.3(b)(2), to hold that Title VI prohibits conduct that has a disproportionate effect on LEP persons because such conduct constitutes national origin discrimination. In *Lau*, a San Francisco school district that had a significant number of non-English speaking students of Chinese origin was required to take reasonable steps to provide them with a meaningful opportunity to participate in federally funded educational programs.

On August 11, 2000, Executive Order 13166 was issued. "Improving Access to Services for Persons With Limited English Proficiency," 65 FR 50121 (August 16, 2000). Under that order, every Federal agency that provides financial assistance to non-Federal entities must publish guidance on how its recipients can provide meaningful access to LEP persons and thus comply with Title VI regulations forbidding recipients from "restrict[ing] an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under the program" or from "utiliz[ing] criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program as respects individuals of a particular race, color, or national origin."

On that same day, DOJ issued a general guidance document addressed to "Executive Agency Civil Rights Officers" setting forth general principles for agencies to apply in developing guidance documents for recipients pursuant to the Executive Order. "Enforcement of Title VI of the Civil Rights Act of 1964—National Origin Discrimination Against Persons with Limited English Proficiency," 65 FR 50123 (August 16, 2000) (DOJ's General LEP Guidance).

Pursuant to Executive Order 13166, DOT developed its own guidance document for recipients and initially issued it on January 22, 2001, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries." However, in light of the public comments received and the Assistant Attorney General's October 26, 2001, clarifying memorandum, DOT has revised its LEP guidance to ensure greater consistency with DOJ's revised LEP guidance, published June 18, 2002, and other agencies' revised LEP guidance. 67 FR 117 (June 18, 2002).

IV. The City of Hattiesburg Guidelines for Full Participation of Limited English Proficient (LEP) Persons

1. Implementation

The Department of Federal and State Programs is responsible for monitoring agency programs and activities to ensure meaningful access for LEP persons. The Mayor of the City of Hattiesburg has designated the Director of the Department of Federal and State Programs as the agency's LEP Liaison.

2. Agency Responsibilities

All managers and supervisors have been notified that they are fully obligated to ensuring meaningful access to all programs and activities offered by the City of Hattiesburg.

The LEP Liaison along with management will identify language service needs and strategies for responding to those needs. The Department of Federal and State Programs, Title VI Coordinator is responsible for monitoring agency programs and activities to ensure meaningful access for LEP persons. The LEP Liaison duties include:

- Ensure identification and securing of existing and needed resources (in-house, new hire contract, resource sharing with other agencies, volunteers, or other) to provide oral and written language services.
- Identify and develop and recommend guidelines to implement the Plan.
- Identify criteria for designation of language for initial round of translation, based on demographic data;
- Create systems to distribute translated documents, post electronically, and maintain supply;
- Identify training needs to staff and managers needing to use language services, as well as language service providers on staff.
- Establish protocols for ensuring quality, timeliness, cost effectiveness, and appropriate levels of confidentiality in translations, interpretations, and bilingual staff communications.
- Identify and implement a system for receiving and responding to complaints.
- Exchange best practices information with Divisions.
- Review the progress of the City on an annual basis in providing meaningful access to LEP persons, develop reports, and recommend modification to LEP Guidelines as appropriate.

3. LEP Services

The LEP Liaison will identify and maintain an inventory of Language Assistance Services (LAS) providers available to all City personnel. The inventory will include, but is not limited to, the following:

1. Contract language service providers (LSP) based on the following qualification factors:

- The interpretation skill level of the LSP and its agents;
- The length of time the LSP has been in business;
- Any previous experience the agency may have had with the LSP,
- The LSP's experience in providing LEP services in similar contexts, and
- The timeliness in which they provide the service.

To ensure consistent standards, professional providers based on the factors listed in 2 will provide translation services. Bilingual staff may be utilized on a limited basis when LAS are not anticipated or available.

2. Contract document translators based on the following qualification factors:

- The translation skill level of the contractor and its agents;
- The length of time the contractor has been in business;
- Any previous experience the agency may have had with the contractor,
- The contractor's experience in providing LEP services in similar contexts, and
- The timeliness and accuracy in which they provide the service.

These contracts would be available for use by all City Divisions as a source of professional and responsive language translation and interpretation services. All requests for translation/interpreter services will be forwarded to the Title VI Coordinator within the Department of Federal and State Programs. Requests for services will include the name of the person requesting the services, and the department name and number.

The Title VI Coordinator will maintain a database for LEP requests, by department and division. This database will include, at a minimum, the name of the person requesting the service, type of service requested, name of LEP person affected, type of document to be translated, language translated from and to, and any other pertinent information for tracking language services.

The LEP Liaison will develop a form that each requestor for services will complete to evaluate the services performed by the Contractor. The evaluation forms will be sent directly to the LEP Liaison.

All LAS will be made available to LEP persons at the expense of the City, where the circumstances indicate the provision of LEP services is appropriate and required.

4. Training

The City of Hattiesburg departments and sub-recipients should know their obligations to provide meaningful access to information and services for LEP persons, and all persons in

public contact positions should be properly trained. An effective training objective would likely include training to ensure that:

- City departments/division and sub-recipients know about LEP policies and procedures.
- City departments/division and sub-recipients who have contact with the public (or those in a recipient's custody) are trained to utilize interpreter services effectively.
- City departments/divisions and sub-recipients shall include this training as part of the orientation provided for new employees.

Management staff, even if they do not interact regularly with LEP persons, should be fully aware of and understand the plan so they can reinforce its importance and ensure its implementation by staff. Training will be arranged by the Department of Federal and State Programs

Needs Assessment

The city will, on a continuing basis, assess the need for language services on a local basis and make LAS available as deemed appropriate. In making this assessment, the city will examine the prevalence of LEP stakeholders statewide, by district and/or by service area of program:

- The number or Proportion of LEP persons served or encountered in the eligible service population
- The frequency with which LEP individuals come in contact with the program
- The nature and importance of the program, activity, or service to people's lives
- The resources available to the City and costs to provide LEP services

In making this assessment, the agency will consider the following among other data sources:

- United States census results
- Data maintained by the agency
- The agency's past experience in providing services to LEP stakeholders
- Information sources maintained by private and public local entities, including community-based organizations and local social services departments

The LEP Liaison and management will, on a continuing basis, identify vital documents that are routinely provided to stakeholders that will be translated into languages other than English. The translation of vital documents into languages other than English is particularly important where a significant number or percentage of the customers served and/or eligible to be served have limited English proficiency. Whether or not a document is vital depends on how significant the impact on the health, safety, legal rights, or livelihood of an LEP person may be. Written documents include electronic documents and web-sites. Vital documents may include materials such as:

- Emergency transportation information;
- Notices of public hearings and proposed transportation plans;

- Community education materials;
- Notices notifying LEP persons of language assistance at no cost to the LEP person;
- Markings, signs and packaging for hazardous materials and substances;
- Signs in waiting rooms, reception areas, and other initial points of entry;
- Instructions on how to participate in a recipient's program.

The LEP Liaison will coordinate with the LSP to have identified documents translated accordingly. Translated documents will be made available as requested.

5. Complaint Procedure

- a. Any LEP individual has a right to file a complaint against the city where he or she believes that the city did not provide necessary LEP services as appropriate. These complaints include those available under Title VI of the Civil rights Act of 1964.
- b. All complaints, alleging a violation under Title VI will be referred to the Title VI Coordinator or Title VI Offers.
- c. The Title VI Coordinator and the City Attorney will take appropriate steps to resolve all complaints in accordance with the agency's discrimination complaint procedures.
- d. The Title VI Coordinator will maintain a database tracking requests for all complaints and their resolution. The database will include the following items:
 1. Source of complaint
 2. LEP request including relevant contact information
 3. Nature of complaint request
 4. Date complaint/request received
 5. Date complaint/request resolved
 6. Manner of resolution
 7. Comments
- e. Fact-finding procedures by Title VI Coordinator and City Attorney will follow the investigation protocol in the Title VI Plan.
- f. Mediation and hearings:
- g. Interpreters will be made available to hearing participants upon request or where CRD staff identifies a need for an interpreter.

7. Frequently Asked Questions

Q. Who is a Limited English Proficient (LEP) individual?

A. Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English can be limited English proficient, or "LEP." These individuals may be entitled language assistance with respect to a particular type or service, benefit, or encounter.

Q. Does a recipient have to provide translation services in every language?

A. No

A. No. Recipients and federal agencies are required to take reasonable steps to ensure meaningful access to their programs and activities by LEP persons. What is "reasonable" is based on the four factor analysis. Once the recipient researches the demographics and takes resources available and costs into consideration it may be that they only provide language services in the largest number of LEP persons served or encountered by a program or service.

Q. Will providing language services increase the risk of litigation and liability for recipients as a result of LEP Guidance?

A. No. *Alexander v. Sandoval* holds principally that there is no private right of action to enforce Title VI disparate regulations. The LEP Guidelines are based on Title VI and DOT's Title VI regulations at 49 CFR part 21 and does not provide any private right of action beyond that which exists in those laws. Thus LEP Guidance does not increase the risk of recipient's legal liability to private plaintiffs. DOT does not dismiss the fact that although there is no legal grounds this does not prevent persons from initiating legal actions.

Q. What are recipients of federal funds and federal agencies required to do to meet LEP requirements?

A. Recipients and federal agencies are required to take reasonable steps to ensure meaningful access to their programs and activities by LEP persons. While designed to be a flexible and fact-dependent standard, the starting point is an individualized assessment that balances the following four factors:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or grantee;
2. The frequency with which LEP individuals come in contact with the program;
3. The nature and importance of the program, activity, or service provided by the program to people's lives; and
4. The resources available to the grantee/recipient or agency, and costs. As indicated above, the intent of this guidance is to find a balance that ensures meaningful access by LEP persons to critical services while not imposing undue burdens on small business, or small nonprofits.

FOUR FACTOR FRAMEWORK

Number and Proportion of LEP Persons

The City of Hattiesburg services a population of approximately 50,000 persons. Of the number according to the 2000 U.S. Census, indicated less than 3000 persons spoke a language other than English in their home. Of that the population of 25 most individuals living in the United States read, write, speak, and understand English. There are many individuals, however, for whom English is not their primary language. For instance, based on the 2000 census, regarding individuals older than age 5, over 26 million individuals speak Spanish and almost 7 million individuals speak an Asian or Pacific Island language at home. If these individuals have a limited ability to read, write, speak, or understand English, they are limited English proficient, or "LEP."

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City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2013-0747

File ID: 2013-0747

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/12/2013

Brief Title: Reverse 911 - Purchase Additional Minutes

Final Action:

Minute Book Number: MB2013-349

Title:

Authorize Purchase of 100,000 Additional Minutes with Cassidian (Reverse 911)

Notes:

Sponsors:

Enactment Date:

Attachments: Forrest County Emergency Management 100,000 Minutes1.pdf

Enactment Number:

Contact:

Meeting Date: 11/19/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/19/2013					

Text of Legislative File 2013-0747

Title

Authorize Purchase of 100,000 Additional Minutes with Cassidian (Reverse 911)

Budget Information

001100.6365 \$6,000

Expenditure Type

\$5,000 provided by Forrest County Supervisors

\$1,000 City of Hattiesburg

Purchasing Item

Regular Purchase



Cassidian Communications
117 Seaboard Lane, Suite D-100
Franklin, TN 37067
PH 800.723.3207
FAX 615.790.1329

EMERGENCY NOTIFICATION PROPOSAL
Forrest County Emergency Management

Customer: **Angie Sanford**
601-545-4565
asanford@hattiesburgms.com

Date: 10/28/2013

ACCT Exec: **Hope Baker**
615-435-4872
Hope.baker@cassidiancommunications.com

Proposal No: DIR47223

(Quote is valid for 90 Days)

Thank you for the opportunity for Cassidian Communications, an EADS North America company, to provide our industry renowned Notification Solutions and Services (NSS).

Proven to meet any communications need, our comprehensive offerings include The Communicator!® NXT™ for list-based notifications; the GeoCast® Web™ and REVERSE 911® systems for map-based communications; the Frontwave® IVR for automation of inbound inquiries; and a desktop alerting application. Most technologies are available as on-premise, hosted or hybrid deployments.

Should you have any questions regarding your proposed Cassidian Communications solution, please contact your NSS Account Executive at the information detailed above.

Solution Offered: Sample Packages: Minutes & SMS Minutes

Universal Minutes: SMS Units & Voice

10,000 universal calling minutes and SMS units	\$1,000
25,000 universal calling minutes and SMS units	\$2,250
50,000 universal calling minutes and SMS units	\$4,000
100,000 universal calling minutes and SMS units	\$6,000
250,000 universal calling minutes and SMS units	\$13,750

SMS Units

10,000 SMS units (.09 / unit) 1 unit = 1 domestic SMS	\$900
50,000 SMS units (.08 / unit) 1 unit = 1 domestic SMS	\$4000
100,000 SMS Units (.07 / unit) 1 unit = 1 domestic SMS	\$7000
250,000 SMS Units (.06 / unit) 1 unit = 1 domestic SMS	\$15000

Calling Minutes

10,000 calling units (.10 / unit) 1 unit = 1 domestic minute	\$1000
25,000 calling units (.09 / unit) 1 unit = 1 domestic minute	\$2250
50,000 calling units (.07 / unit) 1 unit = 1 domestic minute	\$3500
100,000 calling units (.05 / unit) 1 unit = 1 domestic minute	\$5000



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2013-0730

File ID: 2013-0730

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/07/2013

Brief Title: Maintenance agreement with MCCi for Legistar Software

Final Action:

Minute Book Number: MB2013-349

Title:

Authorize Mayor to excute Maintance Contract between The City of Hattiesburg and MCCi for Legistar Software for 1 year ending October 2014.

Notes:

Sponsors:

Enactment Date:

Attachments: HATTIESBURG MISSISSIPPI - 8_30_2013 (2).pdf

Enactment Number:

Contact:

Meeting Date: 11/19/2013

Drafter: Angie Sanford

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/19/2013					

Text of Legislative File 2013-0730

Title

Authorize Mayor to excute Maintance Contract between The City of Hattiesburg and MCCi for Legistar Software for 1 year ending October 2014.

Summary

[Enter Summary Here Without Parentheses]

Budget Information

001091.6365 \$13,576.50

Expenditure Type

Regular Budget Item

Purchasing Item

Regular Purchase

Bill To:

HATTIESBURG, MISSISSIPPI
DEBBIE BERNARDO
PO BOX 1898
HATTIESBURG, MS 39403

Invoice Number	00003421
Invoice Date	8/30/2013
PO Number	
Customer Id	60-60811
Payment Terms	Net 30

Shipped	Description	Unit Price	Extended Price
1	LG MANAGED SERVICES RENEWAL	\$1,890.000	\$1,890.00
1	LG SUPPORT RENEWAL HOSTED	\$11,686.500	\$11,686.50
LEGISTAR ANNUAL RENEWAL 10/24/13 - 10/23/14			

Subtotal	\$13,576.50
Discount	\$0.00
Freight	\$0.00
Tax	\$0.00
Total	\$13,576.50



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2013-0735

File ID: 2013-0735

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/12/2013

Brief Title: Authorize the Mayor to execute a rental agreement between the City of Hattiesburg and Canon Solutions America, Inc. for a lease on a copier for the Purchasing Department at \$115.00 per month for sixty (60) months.

Final Action:

Minute Book Number: MB2013-349

Title:

Authorize the Mayor to execute a rental agreement between the City of Hattiesburg and Canon Solutions America, Inc. for a lease on a copier for the Purchasing Department at \$115.00 per month for sixty (60) months.

Notes:

Sponsors:

Enactment Date:

Attachments: 11-19-Purchasing Copier Agreement-Canon, executed 11-19-Purchasing Copier Agreement-Canon

Enactment Number:

Contact:

Meeting Date: 11/19/2013

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/19/2013					

Text of Legislative File 2013-0735

Title

Authorize the Mayor to execute a rental agreement between the City of Hattiesburg and Canon Solutions America, Inc. for a lease on a copier for the Purchasing Department at \$115.00 per month for sixty (60) months.

Summary

Authorize the Mayor to execute a rental agreement between the City of Hattiesburg and Canon Solutions America, Inc. for a lease on a copier for the Purchasing Department at \$115.00 per month for sixty (60) months.

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI DEPARTMENTS
AND VENDORS
(applicable to equipment rental transactions)

The Agreement is entered into by and between City of Hattiesburg – Purchasing Department (hereinafter referred to as Customer), and Canon Solutions America, Inc. (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendors, Vendor's Credit Department may conduct a credit investigation for this Order. Notwithstanding delivery of equipment, Vendor may revoke this Order by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Rental Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Rental Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the customer desires to continue renting the equipment at the expiration of the original rental agreement, the customer must enter into a new rental agreement which shall be separate from this agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Rental Agreement are specified in the attached Exhibit A.

Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer. Customer agrees to make payment in accordance with Mississippi law on Timely Payments for Purchases by Public Bodies, Sections 31-7-301, et. seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment by Customer within forty-five (45) days of the date the invoice is received and the goods are inspected and accepted.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with non-compatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: Vendor agrees that it will, and hereby does, indemnify, defend and hold harmless Customer from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused by Vendor and/or its partners, principals, agents, employees or subcontractors in the performance of this Agreement. Customer will promptly notify Vendor in writing of any claim to be indemnified hereunder, of which Customer has knowledge, and Vendor in turn will promptly notify Customer of any such claim. Vendor shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT:

A. BY CUSTOMER: Without the prior consent of Vendor, which consent shall not be unreasonably withheld, Customer shall not (1) assign, transfer or pledge all or any part of this Agreement or software licensed by Vendor, or (2) resell, lease, lend or permit a lien or encumbrance of any kind against the equipment unless Customer has obtained title to the equipment free and clear of any Vendor security interest.

B. BY VENDOR: Vendor shall not assign its rights or delegate its duties hereunder without the prior written consent of Customer, which consent shall not be unreasonably withheld.

14. GOVERNING LAW: This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Vendor expressly agrees that under no circumstances shall Customer be obligated to pay an attorneys fee or the cost of legal action to Vendor. Notwithstanding any other provisions of this Agreement between the parties, all activities and performances of the parties with respect to the equipment, software or services herein shall be subject to all applicable laws, regulations, policies and procedures of the United States of America, or any agency thereof, the State of Mississippi or any agency thereof, or any local governments or political subdivisions that may affect the performance of services hereunder.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and sent by certified United States mail, postage prepaid, return

receipt requested, to the party to whom the notice should be given at their usual business address. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other of any change of address.

16. **WAIVER:** Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement.

17. **CAPTIONS:** The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. **SEVERABILITY:** If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. **THIRD PARTY ACTION NOTIFICATION:** Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. **AUTHORITY TO CONTRACT:** Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement. That entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. **RECORD RETENTION AND ACCESS TO RECORDS:** Vendor shall maintain and make available to Customer, any financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Agreement. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the State has begun that is not completed at the end of the three (3) year period, or if audit findings, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

22. **EXTRAORDINARY CIRCUMSTANCES:** If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. **TERMINATION:** This Agreement may be terminated as follows: (a) Customer and vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the fulfillment of the conditions of this agreement by Customer is conditioned upon the receipt of governmental funding. If the funds anticipated for the fulfillment of this Agreement are, at any time, not forthcoming or insufficient, Customer shall have the right to terminate this Agreement, without damage, penalty, cost or expense to Customer of any kind whatsoever.

25. **MODIFICATION OR RENEGOTIATION:** This Agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal and/or state revision of any applicable laws or regulations make changes in this Agreement necessary.

26. **WARRANTIES:** Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment. The State may be held liable for any damages caused by failure to operate the equipment according to the specifications and documented instructions.

27. **E-VERIFY COMPLIANCE:** Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

28. **HARD DRIVE SECURITY:** The manufacturer or dealer that rented the equipment to the entity must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. If they choose, agencies may also request to retain the hard drive for a nominal fee. The vendor will supply written notification to the renting agency that all data has been made inaccessible. This notification must be provided within 45 days of the equipment being returned to the vendor.

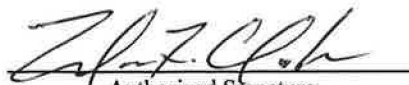
29. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 5 day of November, 20 13.

Vendor: Canon Solutions America, Inc.

By: 
Authorized Signature

Printed Name: Wes Clark

Title: Account Representative

WITNESS:

Witness my signature this the _____ day of _____, 20 _____.

State of Mississippi: City of Hattiesburg – Purchasing Department

 By: _____
Authorized Signature

 Printed Name: _____

 Title: _____

WITNESS:

5

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI DEPARTMENTS
AND VENDORS
(applicable to equipment rental transactions)

The Agreement is entered into by and between City of Hattiesburg – Purchasing Department (hereinafter referred to as Customer), and Canon Solutions America, Inc. (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendors, Vendor's Credit Department may conduct a credit investigation for this Order. Notwithstanding delivery of equipment, Vendor may revoke this Order by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Rental Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Rental Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the customer desires to continue renting the equipment at the expiration of the original rental agreement, the customer must enter into a new rental agreement which shall be separate from this agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Rental Agreement are specified in the attached Exhibit A.

Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer. Customer agrees to make payment in accordance with Mississippi law on Timely Payments for Purchases by Public Bodies, Sections 31-7-301, et. seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment by Customer within forty-five (45) days of the date the invoice is received and the goods are inspected and accepted.

B. **METER READINGS:** If applicable, the Customer shall provide accurate and timely meter readings at the end of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. **COPY CREDITS:** If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. **USE OF EQUIPMENT:** Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. **MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:**

A. **SERVICES:** If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. **EXCLUSIONS:** The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with non-compatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. **REMEDIES:** If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. **HOLD HARMLESS:** Vendor agrees that it will, and hereby does, indemnify, defend and hold harmless Customer from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused by Vendor and/or its partners, principals, agents, employees or subcontractors in the performance of this Agreement. Customer will promptly notify Vendor in writing of any claim to be indemnified hereunder, of which Customer has knowledge, and Vendor in turn will promptly notify Customer of any such claim. Vendor shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

12. **ALTERATIONS, ATTACHMENTS, AND SUPPLIES:**

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. **ASSIGNMENT:**

A. **BY CUSTOMER:** Without the prior consent of Vendor, which consent shall not be unreasonably withheld, Customer shall not (1) assign, transfer or pledge all or any part of this Agreement or software licensed by Vendor, or (2) resell, lease, lend or permit a lien or encumbrance of any kind against the equipment unless Customer has obtained title to the equipment free and clear of any Vendor security interest.

B. **BY VENDOR:** Vendor shall not assign its rights or delegate its duties hereunder without the prior written consent of Customer, which consent shall not be unreasonably withheld.

14. **GOVERNING LAW:** This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Vendor expressly agrees that under no circumstances shall Customer be obligated to pay an attorneys fee or the cost of legal action to Vendor. Notwithstanding any other provisions of this Agreement between the parties, all activities and performances of the parties with respect to the equipment, software or services herein shall be subject to all applicable laws, regulations, policies and procedures of the United States of America, or any agency thereof, the State of Mississippi or any agency thereof, or any local governments or political subdivisions that may affect the performance of services hereunder.

15. **NOTICE:** Any notice required or permitted to be given under this Agreement shall be in writing and sent by certified United States mail, postage prepaid, return

receipt requested, to the party to whom the notice should be given at their usual business address. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other of any change of address.

16. **WAIVER:** Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement.

17. **CAPTIONS:** The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. **SEVERABILITY:** If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. **THIRD PARTY ACTION NOTIFICATION:** Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. **AUTHORITY TO CONTRACT:** Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement. That entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. **RECORD RETENTION AND ACCESS TO RECORDS:** Vendor shall maintain and make available to Customer, any financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Agreement. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the State has begun that is not completed at the end of the three (3) year period, or if audit findings, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

22. **EXTRAORDINARY CIRCUMSTANCES:** If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. **TERMINATION:** This Agreement may be terminated as follows: (a) Customer and vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the fulfillment of the conditions of this agreement by Customer is conditioned upon the receipt of governmental funding. If the funds anticipated for the fulfillment of this Agreement are, at any time, not forthcoming or insufficient, Customer shall have the right to terminate this Agreement, without damage, penalty, cost or expense to Customer of any kind whatsoever.

25. **MODIFICATION OR RENEGOTIATION:** This Agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal and/or state revision of any applicable laws or regulations make changes in this Agreement necessary.

26. **WARRANTIES:** Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment. The State may be held liable for any damages caused by failure to operate the equipment according to the specifications and documented instructions.

27. **E-VERIFY COMPLIANCE:** Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

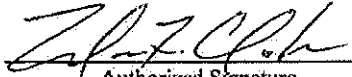
28. **HARD DRIVE SECURITY:** The manufacturer or dealer that rented the equipment to the entity must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. If they choose, agencies may also request to retain the hard drive for a nominal fee. The vendor will supply written notification to the renting agency that all data has been made inaccessible. This notification must be provided within 45 days of the equipment being returned to the vendor.

29. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned
For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 5 day of November, 2013.

Vendor: Canon Solutions America, Inc.

By: 
Authorized Signature

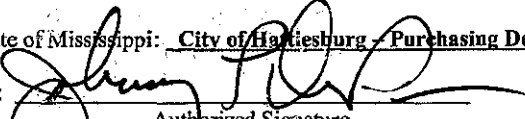
Printed Name: Wes Clark

Title: Account Representative

WITNESS:

Witness my signature this the 19th day of November, 2013.

State of Mississippi: City of Hattiesburg - Purchasing Department

☒ By: 
Authorized Signature

☒ Printed Name: Johnny L. DuPre

☒ Title: Mayor

WITNESS:



EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI DEPARTMENTS AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the rental agreement between the parties.

Vendor Company Name: Canon Solutions America, Inc.

Customer Agency Name: City of Hattiesburg - Purchasing Department

Bill to Address: PO Box 1898
Hattiesburg, MS 39403-1898

Ship to Address: 220 West Front Street
Hattiesburg, MS 39401

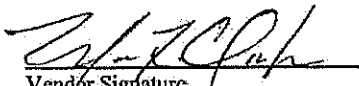
<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
<u>Canon iR ADV 4235</u>	<u>\$115.00/month</u>
<u>Cassette Feeding Unit - AF1</u>	<u></u>
<u>Duplexing Automatic Document Feeder - AG1</u>	<u></u>
<u>Staple Finisher - G1</u>	<u></u>
<u>External 2/3 Hole Puncher - B2</u>	<u></u>
<u>Super G3 Fax Board - AP1</u>	<u></u>
<u>PCL Printer Kit - AY1 ELAN</u>	<u></u>
<u>Surge Protector / Line Filter</u>	<u></u>

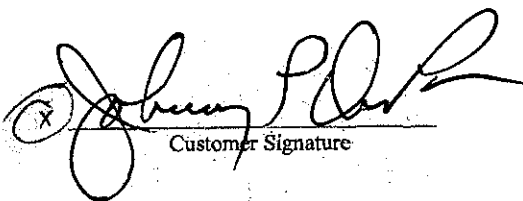
Canon State Contract No. 5-600-21161-13
Remit Address: Canon Financial Services, 14904 Collections Center Drive, Chicago, IL 60693

Delivery Schedule and Installation Date:

Rental Term: Number of Months 60 Start Date End Date

Modifications: Equipment Maintenance Agreement (EMA): 0.00980 Cost Per Copy; No Monthly Base Charge; Includes all parts, labor,
service calls, toner, staples and supplies, excluding paper, to maintain the machine.


Vendor Signature


Customer Signature



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2013-0743

File ID: 2013-0743

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/12/2013

Brief Title: Monthly Budget Report.

Final Action:

Minute Book Number: MB2013-349

Title:

Acknowledge monthly budget report for the month ending October 31, 2013, on permanent file in the City Clerk's Office.

Notes:

Sponsors:

Enactment Date:

Attachments: Copy of All Expenditures OCTOBER 2013, Copy of All Revenues OCTOBER 2013

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/19/2013					

Text of Legislative File 2013-0743

Title

Acknowledge monthly budget report for the month ending October 31, 2013, on permanent file in the City Clerk's Office.

Summary

Monthly Budget Report.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

			CITY OF HATTIESBURG EXPENDITURE REPORT							
	001003 - GENERAL FUND-CITY COUNCIL		1 Months Ending 10/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SALARIES									
11,120	REGULAR WAGES	4000	145,080		11,120	133,960	8%	8%	(11,640)	-8%
	DISASTER RECOVERY WAGE	4010								
	OVERTIME	4300								
	DISASTER RECOVERY OVER	4310								
-----			-----	-----	-----	-----	-----	-----	-----	-----
11,120	SALARIES		145,080		11,120	133,960	8%	8%	(11,640)	-8%
	EMPLOYEE BENEFITS									
1,644	STATE RETIREMENT	4600	22,220		1,644	20,576	8%	7%	(2,492)	-11%
784	F.I.C.A. TAXES	4700	11,100		784	10,316	8%	7%	(1,692)	-15%
2,328	HOSPITALIZATION INS.	4800	31,320		2,328	28,992	8%	7%	(3,384)	-11%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	495			495	8%	0%	(495)	-100%
-----			-----	-----	-----	-----	-----	-----	-----	-----
4,756	EMPLOYEE BENEFITS		65,135		4,756	60,379	8%	7%	(8,063)	-12%
-----			-----	-----	-----	-----	-----	-----	-----	-----
15,876	PERSONAL SERVICES		210,215		15,876	194,339	8%	8%	(19,703)	-9%
	OFFICE SUPPLIES									
	PAPER	5003	600			600	8%	0%	(600)	-100%
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010	1,200			1,200	8%	0%	(1,200)	-100%
	MINOR OFFICE EQUIP/FUR	5020								
	PHOTO SUPPLIES	5040								
	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070								
	COMPUTER SUPPLIES	5080	800			800	8%	0%	(800)	-100%
-----			-----	-----	-----	-----	-----	-----	-----	-----
	OFFICE SUPPLIES		2,600			2,600	8%	0%	(2,600)	-100%
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100								
	HOUSEHOLD SUPPLIES	5110	500			500	8%	0%	(500)	-100%
49	FOOD	5115	300		49	251	8%	16%	288	96%
	MINOR EQUIPMENT	5460								
	OTHER OPERATING MATL/S	5590								

	001003 - GENERAL FUND-CITY COUNCIL		CITY OF HATTIESBURG EXPENDITURE REPORT 1 Months Ending 10/31/13							
THIS MONTH ACTUAL		OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL		PROJECTED.... OVER/UNDER	%
-----			-----	-----	-----	-----	----	----	-----	----
49	OPERATING SUPPLIES		800		49	751	8%	6%	(212)	-27%
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
	MTR VEHICLE REP. PTS/S	5700								
	OTHER REPAIR/MAINT. SP	5990								
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	REPAIR & MAINTENANCE									
-----			-----	-----	-----	-----	----	----	-----	----
49	SUPPLIES AND EXPENSES		3,400		49	3,351	8%	1%	(2,812)	-83%
	PROFESSIONAL SERVICES									
20,000	AUDITING AND ACCOUNTIN	6010	99,750		20,000	79,750	8%	20%	140,250	141%
	ARCHITECTURAL	6012								
	ENTERTAINMENT	6033								
	DATA PROCESSING	6035								
	OTHER PROFESSIONAL SER	6049								
-----			-----	-----	-----	-----	----	----	-----	----
20,000	PROFESSIONAL SERVICE		99,750		20,000	79,750	8%	20%	140,250	141%
	COMMUNICATIONS									
155	TELEPHONE AND TELEGRAP	6060			155	(155)			1,860	
	POSTAGE	6070								
-----			-----	-----	-----	-----	----	----	-----	----
155	COMMUNICATIONS				155	(155)			1,860	
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
	TRAVEL EXP-CLERK	6110 CLERK	2,000			2,000	8%	0%	(2,000)	-100%
	TRAVEL EXP-WARD 1	6110 WARD1	2,000			2,000	8%	0%	(2,000)	-100%
	TRAVEL EXP-WARD 2	6110 WARD2	2,000			2,000	8%	0%	(2,000)	-100%
	TRAVEL EXP-WARD 3	6110 WARD3	2,000			2,000	8%	0%	(2,000)	-100%
	TRAVEL EXP-WARD 4	6110 WARD4	2,000			2,000	8%	0%	(2,000)	-100%
	TRAVEL EXP-WARD 5	6110 WARD5	2,000			2,000	8%	0%	(2,000)	-100%
-----			-----	-----	-----	-----	----	----	-----	----
	TRAVEL EXPENSE		12,000			12,000	8%	0%	(12,000)	-100%
	FREIGHT	6120	100			100	8%	0%	(100)	-100%
	MESSENGER/EXPRESS SERV	6130	100			100	8%	0%	(100)	-100%
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			CITY OF HATTIESBURG							
	001003 - GENERAL FUND-CITY COUNCIL		EXPENDITURE REPORT							
			1 Months Ending 10/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	TRANSPORTATION		12,200			12,200	8%	0%	(12,200)	-100%
	ADVERTISING									
	ADVERTISING	6150								
	ORDINANCE EXPENSE	6160								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
	BINDING	6205								
	FILM PROCESSING	6240								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	PRINTING AND BINDING									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	SURETY AND FORGERY BON	6270	2,015			2,015	8%	0%	(2,015)	-100%
	OTHER INSURANCE	6299								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	INSURANCE		2,015			2,015	8%	0%	(2,015)	-100%
	REPR/MAINT-OUTSIDE LABO									
	OFFICE EQUIPMENT R&M	6365								
	HOUSEHOLD EQUIPMENT R&	6370								
	MINOR EQUIPMENT R&M	6382								
	MOTOR VEHICLE EQ. R&M	6384								
	OTHER REPAIRS AND MAIN	6399	1,000			1,000	8%	0%	(1,000)	-100%
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	REPR/MAINT-OUTSIDE L		1,000			1,000	8%	0%	(1,000)	-100%
	RENTALS									
	OFFICE EQUIPMENT RENT	6410								
	OTHER RENT	6449								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	RENTALS									
	OTHER SERVICES & CHARGE									
	EXHIBITIONS & PROMOTIO	6500	975			975	8%	0%	(975)	-100%
	DUES AND MEMBERSHIPS	6840	500			500	8%	0%	(500)	-100%
	REGISTRATION FEE/TUITI	6845								
	REG FEE/TUITION-CLERK	6845 CLERK	1,000			1,000	8%	0%	(1,000)	-100%
	REG FEE/TUITION-WARD	6845 WARD1	1,000			1,000	8%	0%	(1,000)	-100%

			CITY OF HATTIESBURG							
	001003 - GENERAL FUND-CITY COUNCIL		EXPENDITURE REPORT							
			1 Months Ending 10/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	REG FEE/TUITION-WARD	6845 WARD2	1,000			1,000	8%	0%	(1,000)	-100%
	REG FEE/TUITION-WARD	6845 WARD3	1,000			1,000	8%	0%	(1,000)	-100%
	REG FEE/TUITION-WARD	6845 WARD4	1,000			1,000	8%	0%	(1,000)	-100%
	REG FEE/TUITION-WARD	6845 WARD5	1,000			1,000	8%	0%	(1,000)	-100%
-----			-----	-----	-----	-----	-----	-----	-----	-----
	REGISTRATION FEE/TU		6,000			6,000	8%	0%	(6,000)	-100%
	SERVICES NOT SPECIFIED	6999								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	OTHER SERVICES & CHA		7,475			7,475	8%	0%	(7,475)	-100%
-----			-----	-----	-----	-----	-----	-----	-----	-----
20,155	OTHER SERVICES & CHAR		122,440		20,155	102,285	8%	16%	119,420	98%
	IMPROVEMENT OTHER THAN									
	OTHER IMPROVEMENTS	7295								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	HOUSEHOLD FURN/EQUIP.	7320								
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
-----			-----	-----	-----	-----	-----	-----	-----	-----
	MACHINERY AND EQUIPM									
-----			-----	-----	-----	-----	-----	-----	-----	-----
	CAPITAL OUTLAY									
-----			-----	-----	-----	-----	-----	-----	-----	-----
36,080	EXPENDITURES		336,055		36,080	299,975	8%	11%	96,905	29%

		CITY OF HATTIESBURG						1	
001001 - GENERAL FUND REVENUES		REVENUE REPORT						11/3/13	
		1 MONTHS ENDING 10/31/13							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
TAXES-OTHER	206A								
PAYMENT IN LIEU OF TAXE	2060								
HOUSING AUTHORITY	2065	2,583			2,583			31,000	31,000
MERCHANTS COMPANY	2066								
COLLECTIONS-P/Y EXCESS	2070								
	-----	-----	-----	----	-----	-----	----	-----	-----
PAYMENT IN LIEU OF T		2,583			2,583			31,000	31,000
	-----	-----	-----	----	-----	-----	----	-----	-----
TAXES-OTHER		2,583			2,583			31,000	31,000
LICENSES, PERMITS & FEES	220A								
PRIVILEGE LICENSES	2200	13,750	18,427	134%	13,750	18,427	134%	165,000	146,573
FRANCHISES	2210								
ELECTRICAL FRANCHISE	2211	241,666	729,206	301%	241,666	729,206	301%	2,900,000	2,170,794
SOLID WASTE OPER/FRANC	2212	18,750	4,224	22%	18,750	4,224	22%	225,000	220,776
GAS FRANCHISE	2215	16,250	24,251	149%	16,250	24,251	149%	195,000	170,749
CABLE T.V. FRANCHISE	2219	39,166			39,166			470,000	470,000
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FRANCHISES		315,833	757,681	239%	315,833	757,681	239%	3,790,000	3,032,319
BLDG/INSP PERMITS & FEE	2220								
BUILDING PERMIT/INSPEC	2221	32,083	58,328	181%	32,083	58,328	181%	385,000	326,672
FIRE INSPECTION	2222								
SIGN PERMIT	2223	1,333	1,311	98%	1,333	1,311	98%	16,000	14,689
LAND CODE ENFORCEMENT	2224	2,666	3,431	128%	2,666	3,431	128%	32,000	28,569
GAS & PLUMBING	2225	833	1,200	144%	833	1,200	144%	10,000	8,800
ELECTRICAL INSPECTION	2226	1,250	1,150	92%	1,250	1,150	92%	15,000	13,850
DEMOLITION PERMIT	2227	208	200	96%	208	200	96%	2,500	2,300
HOUSE MOVING	2228								
	-----	-----	-----	----	-----	-----	----	-----	-----
BLDG/INSP PERMITS &		38,375	65,620	170%	38,375	65,620	170%	460,500	394,880
OTHER PERMITS & FEES	2230								
PUBLIC RECORDS ACCESS	2233		303			303			(303)
PROPERTY CLEAN-UP COST	2234	416			416			5,000	5,000
TAXI BADGE PERMIT	2235	8	50	625%	8	50	625%	100	50
WRECKER REGISTRATION F	2236	41			41			500	500
BURN OR MISC FIRE PERM	2237	83			83			1,000	1,000
AMBULANCE PERMIT	2238	75			75			900	900

		CITY OF HATTIESBURG						1	
001001 - GENERAL FUND REVENUES		REVENUE REPORT						11/3/13	
		1 MONTHS ENDING 10/31/13							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
ZONING PETITION FEE	2240								
ZONING CERTIFICATE FEE	2245	500	400	80%	500	400	80%	6,000	5,600
TITLE PLEDGE LICENSE F	2248								
EXAMINATION FEE	2250								
CONTRACTOR LICENSE FEE	2255								
ORDINANCE SALES	2260								
ORDINANCE VIOLATION FE	2265								
DATA PROCESSING FEES	2280								
NSF CHECK FEE	2290	41			41			500	500
MISC. PERMITS & FEES	2299	2,500			2,500			30,000	30,000
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OTHER PERMITS & FEES		3,666	753	20%	3,666	753	20%	44,000	43,247
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LICENSES, PERMITS & F		371,625	842,481	226%	371,625	842,481	226%	4,459,500	3,617,019
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
JUST./USM-PROJECT SAFE	2304								
JUST./USM-POLICE CORPS	2305								
JUST.-OTHER	2307								
JUST.-COPS SECURE SCHOO	2309								
JUST.-JAIL DIVERSION	2310								
JUST.-BYRNE GRANTS	2311	1,359			1,359			16,308	16,308
JUST.-DOMESTIC PREP'06	2312	4,590			4,590			55,080	55,080
JUST.-COPS IN SCHOOLS	2313								
JUST.-DOMESTIC PREPARED	2314								
JUST.-COPS METHAMPHETAM	2315								
JUST.-COPS HIRING RECOV	2316								
JUST.-UNIVERSAL COPS	2317								
JUST.-COPS TECHNOLOGY	2318								
JUST.-LLEBG '04	2319								
SAFE COMMUNITY PROJECT	2320								
NRCS-USDA STORM RELATED	2322	42,325			42,325			507,900	507,900
FHWA-STORM RELATED	2323								
FEMA-EMER. WARNING SIRE	2324								
FEMA-'04 REGIONAL RESPO	2325								
FIREFIGHTERS GRANT	2326								

		CITY OF HATTIESBURG						1	
001001 - GENERAL FUND REVENUES		REVENUE REPORT						11/3/13	
		1 MONTHS ENDING 10/31/13							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
FEMA-'05 REGIONAL RESPO	2327								
FEMA-CITIZENS CORPS	2328								
LAW ENF.GRANTS-OTHER	2329								
FEMA/HAZARD MITIG/GENER	2336								
FEMA RELIEF	2337	60,000			60,000			720,000	720,000
CDBG-FIRE STATION	2338								
MISC FEDERAL GRANTS	2339								
ARRA-STOP VIOLENCE GRAN	2348								
FEMA RELIEF ADMIN.	2349								
DEPT.OF DEFENSE-CAMP SH	2350								
EPA-BROWNSFIELD PROJ	2356								
HUD-MIDTOWN STUDY	2360	1,121	7,770	693%	1,121	7,770	693%	13,455	5,685
HUD/MDA HUB CITY LOFT P	2361								
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FEDERAL GRANTS		109,395	7,770	7%	109,395	7,770	7%	1,312,743	1,304,973
STATE GRANTS	250B								
MOSQUITO CONTROL GRANT	2504								
ARCHIVES & HISTORY	2505								
JUVENILE PREVENTION PRO	2510								
JUVENILE ACCT.INCENTIVE	2511								
EMER.SHELTER-MDA GRANT	2513								
I.P.-HYBERPLASTIC-MDA G	2514								
POLICE ACADEMY REIMB.	2515								
SOLID WASTE GRANT	2518	6,250			6,250			75,000	75,000
URBAN YOUTH CORPS MDOT	2519	1,666			1,666			20,000	20,000
DEQ GRANTS(SO.LAGOON ST	2520								
ARTS COMMISSION GRANT	2521								
BEAUTIFICATION-VARIOUS	2522								
MS CITY CORPS COUNCIL	2523								
STOP VIOLENCE GRANT	2526		1,764			1,764			(1,764)
ALCOHOL INCENTIVE	2527	7,928	7,274	91%	7,928	7,274	91%	95,144	87,870
JUSTICE ASSISTANCE	2528								
DISASTER RELIEF	2545								
MEMA-DOMESTIC PREPAREDN	2550								
MEMA-SAFE ROOMS	2551								
MDOT GRANT-DEPOT PROJEC	2556								
MDOT GRANT-VISITOR'S CT	2557								

		CITY OF HATTIESBURG						1	
001001 - GENERAL FUND REVENUES		REVENUE REPORT						11/3/13	
		1 MONTHS ENDING 10/31/13							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
MDOT GRANT-TRAFFIC STUD	2558								
	-----	-----	-----	---	-----	-----	---	-----	-----
STATE GRANTS		15,845	9,038	57%	15,845	9,038	57%	190,144	181,106
STATE-SHARED REVENUE	260B								
GENERAL SALES TAX	2600	1,733,333	1,755,986	101%	1,733,333	1,755,986	101%	20,800,000	19,044,014
CITY UTILITY TAX	2601	500	247	49%	500	247	49%	6,000	5,753
SALES TAX-SRF REIMB.	2602		36,105			36,105			(36,105)
ALCOHOLIC BEV. LICENSE	2610	12,500	15,975	127%	12,500	15,975	127%	150,000	134,025
MOTOR VEH.PRIVILEGE TAX	2635	8,333	8,037	96%	8,333	8,037	96%	100,000	91,963
PAT HARRISON WATERWAY D	2665								
HATT.METROPLTN. PLANNIN	2670	41,666			41,666			500,000	500,000
MISC DORMANT ACCOUNT RF	2699								
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STATE-SHARED REVENUE		1,796,333	1,816,350	101%	1,796,333	1,816,350	101%	21,556,000	19,739,650
CITY/COUNTY-SHARED REVEN	270B								
FORREST CTY	2705								
FORREST CTY CAMP SHELBY	2705 01								
FORREST CTY GORDON CRK	2705 02								
FORREST GENERAL CTY HOS	2706								
FORREST-INFRAST.IMPR.	2707								
LAMAR-INFRAST.IMPR.	2708								
LAMAR/FORREST-HAZ.WASTE	2709								
PETAL/F-CO FLOOD INUNDA	2718	1,720			1,720			20,640	20,640
FORREST CTY-TWIN FORKS	2719								
HPSD-COPS IN SCHOOLS	2720								
CONV.COMM/TOURISM BUREA	2725								
METRO WAGES/MILEAGE-FOR	2735	5,000			5,000			60,000	60,000
METRO NARC.O/T-FORREST	2736		4,070			4,070			(4,070)
MEMA/HAZARD MITIG/GENER	2739								
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CITY/COUNTY-SHARED RE		6,720	4,070	60%	6,720	4,070	60%	80,640	76,570
CHARGES FOR SERVICES	280A								
PUBLIC SAFETY	2850								
CRIME SCENE UNIT CONT	2855	2,083			2,083			25,000	25,000
FIRE DPT.SERV FOR OTHE	2860	416			416			5,000	5,000
800 MHZ RADIO ACCESS F	2865								

001001 - GENERAL FUND REVENUES		CITY OF HATTIESBURG							1
		REVENUE REPORT							11/3/13
		1 MONTHS ENDING 10/31/13							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
POLICE/FIRE-SPECIAL DU	2870	13,333	13,584	101%	13,333	13,584	101%	160,000	146,416
P&F LATERAL TRNG REIMB	2880								
DRUG ENF.AGENCY O/T RE	2881		1,619			1,619			(1,619)
HOMELAND SECURITY O/T	2882								
US MARSHALL O/T REIMB.	2883								
FED BUREAU INVEST O/T	2884		1,061			1,061			(1,061)
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PUBLIC SAFETY		15,833	16,264	102%	15,833	16,264	102%	190,000	173,736
TROLLEY SERVICE	2890								
CONV.CENTER TROLLEY FE	2895								
TROLLEY RECEIPTS	2896								
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TROLLEY SERVICE									
STREETS	2900								
STREET WORK	2901								
PARKING METERS	2910	166			166			2,000	2,000
PARKING FINES	2915	1,000	997	99%	1,000	997	99%	12,000	11,004
CROSSING LIGHT FEES	2920	8			8			100	100
LOT CLEAN-UP/HEAVY TRA	2930	83			83			1,000	1,000
CDBG LOT CLEAN-UP/DEMO	2931	416			416			5,000	5,000
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STREETS		1,675	997	59%	1,675	997	59%	20,100	19,104
SANITATION	2950								
TRASH HAULING	2960	11,666			11,666			140,000	140,000
RESIDENTL WASTE COLLEC	2965	173,333			173,333			2,080,000	2,080,000
SANITA-REFUND & RECOVE	2970								
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SANITATION		185,000			185,000			2,220,000	2,220,000
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CHARGES FOR SERVICES		202,508	17,261	8%	202,508	17,261	8%	2,430,100	2,412,839
FINES AND FORFEITS	330A								
POLICE FINES	3320	116,666	143,822	123%	116,666	143,822	123%	1,400,000	1,256,178
CITY COURT COSTS	3321	16,666	21,512	129%	16,666	21,512	129%	200,000	178,488
CCC-JAIL REIMB.	3322	166	42	25%	166	42	25%	2,000	1,958
ENVIR CT-CODE VIOLATION	3323		1,570			1,570			(1,570)
ANIMAL CONTROL	3327								
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		CITY OF HATTIESBURG						1	
001001 - GENERAL FUND REVENUES		REVENUE REPORT						11/3/13	
		1 MONTHS ENDING 10/31/13							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
FINES AND FORFEITS		133,500	166,945	125%	133,500	166,945	125%	1,602,000	1,435,055
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSIT	3402								
OTHER INTEREST-CD'S	3403								
SAVINGS ACCOUNT/MMA	3405	333	453	136%	333	453	136%	4,000	3,547
INTEREST-GRANT MONIES	3406								
OTHER INTEREST-MMA	3407								
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
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INTEREST EARNINGS		333	453	136%	333	453	136%	4,000	3,547
RENTS AND ROYALTIES	3410								
LAND	3411								
LAMAR OUTDOOR ADVERTISING	3411 05								
ALWEST ADVERTISING	3411 10								
MS.POWER-HWY.42	3411 11								
TRITELL COMMUNICATION	3411 12								
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LAND									
BUILDING	3412								
DEPOT FACILITY	3412 01	1,250	1,600	128%	1,250	1,600	128%	15,000	13,400
P&F ACADEMY RENTALS	3412 02								
SEXUAL ASSAULT CRISIS	3412 05								
MERCHANTS	3412 07	200	200	100%	200	200	100%	2,400	2,200
DEPOT - AMTRAK	3412 08		300			300			(300)
USM CELLULAR ONE RENT	3412 41								
HUBSOUTH/WATER TOWER	3412 62								
OTHER BLDG. RENT	3412 99								
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BUILDING		1,450	2,100	144%	1,450	2,100	144%	17,400	15,300
PARKING GARAGE-CIVIC C	3415	2,500	135	5%	2,500	135	5%	30,000	29,865
PARKING GARAGE-PINE ST	3416	2,916	1,395	47%	2,916	1,395	47%	35,000	33,605
PARKING SPACES	3417								
MAIN STREET PARKING L	3417 01	375	880	234%	375	880	234%	4,500	3,620
CHURCH PARKING LOT	3417 02	416	50	12%	416	50	12%	5,000	4,950

001001 - GENERAL FUND REVENUES		CITY OF HATTIESBURG							1
		REVENUE REPORT							11/3/13
		1 MONTHS ENDING 10/31/13							
		CURRENT.....			YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
RAILROAD PARKING LOT	3417 03	1,170	70	5%	1,170	70	5%	14,040	13,970
MOBILE ST. PKG.LOT #1	3417 04	275	90	32%	275	90	32%	3,300	3,210
MOBILE ST. PKG.LOT #2	3417 05								
BATSON STREET PKG. LO	3417 06								
HEMPHILL PKG. LOT	3417 07	150			150			1,800	1,800
EAST PINE PKG.LOT	3417 08	41			41			500	500
OTHER	3417 09								
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PARKING SPACES		2,428	1,090	44%	2,428	1,090	44%	29,140	28,050
EQUIPMENT	3419								
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RENTS AND ROYALTIES		9,295	4,720	50%	9,295	4,720	50%	111,540	106,820
CEMETERY FEES	3420	2,500	2,100	84%	2,500	2,100	84%	30,000	27,900
CONTRIBUTIONS-PUBLIC	3450								
CONTRIB-GORDONS CRK STU	3450 01								
CONTRIB-REV 911 MINUTES	3450 02	416			416			5,000	5,000
CONTRIB-MDTWN STDY MAT	3458								
CONTRIBUTIONS-OTHER	3459								
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CONTRIB-REV 911 MINU		416			416			5,000	5,000
CONTRIBUTIONS-PRIVATE	3460								
CONTRIB-EUREKA SCHOOL	3461								
CONTRIB-NCBM-BROWNFIEL	3462								
CONTRIB-SENIOR FARE	3463								
CONTRIB-MAYOR'S YOUTH	3464								
CONTRIB-BC HEALTHY HOM	3465								
CONTRIB-NIGHT OUT AGAI	3466								
CONTRIB-MDTWN STDY MAT	3468								
CONTRIB-OTHER	3469								
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CONTRIBUTIONS-PRIVAT									
POLICE DEPT-MISC CHARGE	3590		8,021			8,021			(8,021)
OTHER MISC. REVENUE	3599								
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MISCELLANEOUS		12,545	15,294	121%	12,545	15,294	121%	150,540	135,246
TRANSFERS	380A								

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001001 - GENERAL FUND REVENUES		REVENUE REPORT							11/3/13
		1 MONTHS ENDING 10/31/13							
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	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
TRANSFERS FROM OTHR FND	3800								
T/F H'BURG REDEV.AUTH.	3800 101								
T/F GOVERNMENT COMPLEX	3800 104								
T/F 2002 USA YEAST/LAG	3800 106								
T/F SPEC.SALES TAX	3800 107								
T/F WATER & SEWER	3800 11	20,833			20,833			250,000	250,000
T/F POL.FORFEITURES	3800 19								
T/F POL.FORF O/T(HURR	3800 19HR								
T/F '03 TIF B&I CHAUVE	3800 22								
T/F TAX COLLECTORS-GPT	3800 27	1,032,083	97,649	9%	1,032,083	97,649	9%	12,385,000	12,287,351
T/F TAX COLL-C.C.FEE	3800 27CC								
T/F TAX COLL-EXCESS BI	3800 27EB	2,500			2,500			30,000	30,000
T/F TAX COLL-CHKG INT	3800 27ICLK	333			333			4,000	4,000
T/F TAX COLL-INT/PEN	3800 27IP	26,666	30,421	114%	26,666	30,421	114%	320,000	289,579
T/F W & S CONSTRUCTION	3800 75								
T/F COM.DEV.BLK.GRANT	3800 82								
T/F INDUSTRIAL PARK DE	3800 87								
T/F 2007 TIF CONST-TUR	3800 91								
T/F 2001 STREETS,SWRS,	3800 95								
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TRANSFERS FROM OTHR		1,082,416	128,070	11%	1,082,416	128,070	11%	12,989,000	12,860,930
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TRANSFERS		1,082,416	128,070	11%	1,082,416	128,070	11%	12,989,000	12,860,930
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INT-BONDS	3915								
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SALE OF BONDS									
SALE OF REAL ESTATE	3920								
SALE OF TIMBER	3923								
SALE OF EASEMENTS	3925								
SALE OF CEMETERY LOTS	3930	3,750	2,975	79%	3,750	2,975	79%	45,000	42,025
SALE OF EQUIPMENT	3940	4,166			4,166			50,000	50,000
SALE OF SCRAP MATERIAL	3943	250	392	156%	250	392	156%	3,000	2,608
SALE OF MISC. ITEMS	3945								
SALE OF MAPS/PUBLICATIO	3947								

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	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
SALE OF RECYCLABLE ITEM	3948								
MDB LOAN PYMT-HUB CITY	3950	10,283	10,118	98%	10,283	10,118	98%	123,400	113,282
KERR MAGEE PROJECT	3960								
MS TANK PROJECT	3961								
INSURANCE REIMB-STORM	3962	25,000			25,000			300,000	300,000
VENDING COMM./REFUNDS	3964								
REFUND & RECOVERY	3965	1,666	255	15%	1,666	255	15%	20,000	19,745
RECOVERY OF DAMAGE CLAI	3967								
REFUND/RECOVERY-INFO SY	3968								
RECOVERY-PERS SERV/EQUI	3969								
CAPITAL LEASE PROCEEDS	3970	114,416			114,416			1,373,000	1,373,000
TIF DEPOSIT/PROCEEDS	3971								
NOTE PROCEEDS	3975								
FIRE STATION (MDB)	3975 03								
CHURCH PROJ (MDB)	3975 07								
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NOTE PROCEEDS									
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NON-REVENUE RECEIPTS		159,533	13,740	8%	159,533	13,740	8%	1,914,400	1,900,660
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	383,333			383,333			4,600,000	4,600,000
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BEGINNING CASH BALANC		383,333			383,333			4,600,000	4,600,000
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REVENUES		4,276,338	3,021,017	70%	4,276,338	3,021,017	70%	51,316,067	48,295,050



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

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In Control: City Council

File Created: 11/05/2013

Brief Title: MDEQ Solid Waste 2013

Final Action:

Minute Book Number: MB2013-349

Title:

Acknowledge award of Solid Waste Assistance grant in the amount of \$75,000. To fund city's Amnesty Day, Right-Way to-Throw Away Day.

Notes: Three (3) copies for signature

Sponsors:

Enactment Date:

Attachments: MDEQ 2013 Amnesty Day contract, executed MDEQ
2013 Amnesty Day contract

Enactment Number:

Contact:

Meeting Date: 11/19/2013

Drafter: Brett Benson

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/19/2013					

Text of Legislative File 2013-0729

Title

Acknowledge award of Solid Waste Assistance grant in the amount of \$75,000. To fund city's Amnesty Day, Right-Way to-Throw Away Day.

Summary

2013 Amnesty Day grant

Budget Information

Expenditure Type

Grant Acknowledgement

Purchasing Item

Publication Information



STATE OF MISSISSIPPI
PHIL BRYANT
GOVERNOR
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
TRUDY D. FISHER, EXECUTIVE DIRECTOR

October 28, 2013

Honorable Johnny DuPree, Mayor
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Dear Mayor DuPree:

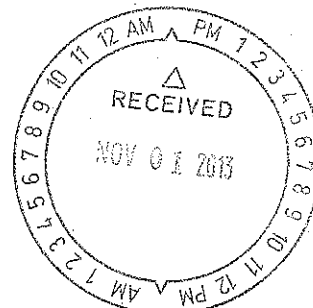
Our Department has completed a favorable review of the solid waste assistance grant application for competitive funds submitted on behalf of The City of Hattiesburg. Based on this review, the Department is approving a grant award to the City in the amount of \$75,000 subject to the full execution of a formal grant agreement.

The formal grant agreement has been enclosed for your review and signature. **Please sign the three copies of the agreement and return these three copies within 30 days from the above date to Mr. Brad Ware at our Department. (please do not sign attachment B, release of claims form at this time)** Please contact our office at (601) 961-5171 if you have any questions concerning your grant award.

Sincerely,

Luis Murillo
Solid Waste Policy, Planning & Grants Branch

Mr. Brett Benson
Enclosures



MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY ASSISTANCE AGREEMENT		Assistance ID No. SWC431	
		Date of Staff Approval 28-Oct-13	
AGREEMENT TYPE		Recipient Type	
Cooperative Agreement		CITY	
Grant Agreement	X	Tax ID No.	
Assistance Amendment			
RECIPIENT CITY OF HATTIESBURG P.O. BOX 1898 HATTIESBURG, MS 39403-1898		PROJECT MANAGER BRETT BENSON GRANT COORDINATOR	
ISSUING OFFICE MS DEPT. OF ENVIRONMENTAL QUALITY OFFICE OF POLLUTION CONTROL P. O. BOX 2261 JACKSON, MS 39225		PROJECT MANAGER LUIS MURILLO SOLID WASTE POLICY, PLANNING AND GRANTS BRANCH	
ASSISTANCE PROGRAM LOCAL GOVERNMENT SOLID WASTE ASSISTANCE PROGRAM		STATUTORY AUTHORITY SECTION 17-17-65, MS CODE ANN.	
PROJECT TITLE AND DESCRIPTION HOUSEHOLD HAZARDOUS WASTE COLLECTION PROJECT			
PROJECT LOCATION CITY HATTIESBURG COUNTY FORREST STATE MS		PROJECT PERIOD The project period shall begin upon execution of the grant agreement by the Executive Director of MDEQ and end no later than DECEMBER 31, 2014.	
		TOTAL PROJECTED PERIOD COST \$ 75,000.00	
FUNDS	Former Award	This Action	Amended Total
MDEQ Amount This Action -- Allocated (4049)			
MDEQ Amount This Action -- Competitive (4050)		\$ 75,000.00	
Recipient Contribution		\$ 25,000.00	
Other Contribution		\$ 15,000.00	
Total Project Cost		\$ 115,000.00	
APPROVED BUDGET			
Personnel			
Indirect			
Travel			
Equipment			
Supplies			
Educational Material			
Construction			
Other		\$ 75,000.00	
Total Charges		\$ 75,000.00	
METHOD OF PAYMENT			
Advance			
Reimbursement	X		

SPECIAL TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENT
(Local Governments Solid Waste Assistance Program)

Method of Payment

Reimbursement shall be the method of payment. The recipient shall submit Attachment A, Request for Payment, and additional documentation for verification of service/work performed prior to payment being issued. Request for Payment forms and supporting documentation shall be submitted to Mississippi Department of Environmental Quality (MDEQ) on a quarterly basis and include a report of activities to date, (i.e., unauthorized dump sites cleaned, etc.) The recipient shall submit a payment request for eligible program activities performed through June 30 of each year no later than July 31 of that year. All requests for payment related to this grant agreement shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant agreement after which time, the grant agreement will be considered closed and funds will no longer be available to the recipient. Funds utilized and/or disbursed under this grant award shall be consistent with the recipient's approved grant application, incorporated herein by reference. This clause shall supercede Clause 5, Method of Payment of the Standard Terms and Conditions.

Disposal of Wastes

Disposal of solid wastes from the clean-up of unauthorized dumps or from other collection activities funded by this grant shall be conducted in accordance with existing solid waste disposal laws and regulations. The preferred method of disposal shall be the removal of the wastes to a permitted/authorized solid waste landfill, or where appropriate, rubbish landfill. However, if conditions warrant, the recipient, upon concurrence from MDEQ, may elect to abate an unauthorized dump by on-site burial of such wastes as allowed by state law. On-site burial of wastes shall be considered by MDEQ on a case-by-case and shall be limited to nonhazardous wastes.

Grant Administration Costs

The recipient shall use not more than three percent (3%) of funds provided through this grant to defray the costs of administration of the grant.

Responsible Party

If a person is found to be responsible for creating an unauthorized dump, the recipient shall make a reasonable effort to require that person to clean up the property before expending any monies from this funding to clean up the property. If the recipient is unable to locate the person responsible for creating the dump, or if the recipient determines that person is financially or otherwise incapable of cleaning up the property, the recipient may use the monies from the fund to clean up the property and shall make a reasonable effort to recover from the responsible person any funds expended.

Enforcement Officer

Upon selection or designation of the enforcement officer the Recipient agrees to provide MDEQ with the following information:

1. Name, address, telephone number, fax number, and, where applicable, e-mail address for the enforcement officer;
2. Detailed description of the duties and responsibilities for the enforcement officer.

Should the enforcement officer be replaced due to resignation, or attrition, the recipient shall provide the information above upon selection of the replacement.

Recipient further agrees that the enforcement officer shall be required to investigate local complaint related matters, which may be directed to the enforcement officer by MDEQ.

Recipient further agrees to adhere to the Local Solid Waste Enforcement Officers Duties and Procedures guidance document prescribed by MDEQ.

Household Hazardous Waste Collection Project (HHW)

The Recipient shall conduct a HHW project in accordance with Sections 17-17-439 through 17-17-445 and the Mississippi "Right-Way to Throw Away Program."

The Recipient shall provide to MDEQ a comprehensive report following the HHW collection day event which would include, at a minimum, the following:

1. Description of the public notification efforts;
2. Amounts of waste collected, by type;
3. Cost summary;
4. Number of residents participating in the HHW collection day event.

The Recipient shall ensure that all hazardous materials collected shall be disposed by a contractor who is properly licensed and approved by all applicable regulatory agencies.

STANDARD TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENTS

1. Workplan

The workplan (grant application) constitutes the Recipient's and MDEQ's commitment to accomplish the program goals and objectives. MDEQ's review and evaluation of performance under this agreement and MDEQ's response to the findings of oversight will be carried out in accordance with the stated policies.

2. Expenditure Commitment

The Recipient commits to expend the funds awarded in this agreement and to complete the funded project in accordance with the workplan included in this grant application (workplan) and incorporated into this agreement by reference.

3. Financial Management

MDEQ requires that Recipients have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every grant dollar from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation are vendor invoices, bills of lading, payment vouchers, payrolls, bank statements and reconciliations.

4. Audit: Access to Records

Recipient assures that it will give MDEQ, the Comptroller General of the United States, and the State of Mississippi, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives; and will retain all required records relating to this agreement for three years after project completion and all other pending matters are closed.

5. Method of Payment

Reimbursement shall be the preferred method of funding. Recipients shall be paid a predetermined sum for services/work performed. Recipient shall submit a Request for Payment, as provided in Attachment A, and additional documentation for verification of service/work performed prior to payment being issued. In special cases, funding advances may be allowed, subject to approval by MDEQ. Requests for Payment and applicable supporting documentation shall be submitted to MDEQ upon project completion. All requests for payments related to this grant shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant.

6. Final Payment

Pursuant to satisfactory completion of the work performed under this agreement as may be determined by final inspection, and as a condition before final payment under this agreement or as termination settlement under this agreement, the Recipient shall execute and deliver to MDEQ a release of all claims against MDEQ arising under, or by virtue of, this agreement, except claims which are specifically exempted by the Recipient to be set forth therein. Such release is provided in Attachment B of this agreement. Unless otherwise provided in this agreement, by state law, or expressly agreed to by the parties in this agreement, final payment under this agreement or settlement upon termination of this agreement shall not constitute waiver of MDEQ's claims against the Recipient or his sureties under this agreement or applicable performance and payment of bonds.

7. Procurement

Recipient shall comply with purchasing guidelines established in 31-7-13 of the Mississippi Code in the procurement of commodities and services.

8. Disadvantaged Businesses

Recipient will ensure that its best efforts will be used in making available to minority businesses a minimum of 5% of the grant funds that may be expended as necessary in obtaining any supplies, construction, equipment, or services in completing the project detailed in the Workplan.

9. Title to Real Property, Equipment and Supplies

Unless otherwise agreed to, title to any real property, equipment and supplies that may be acquired under this agreement shall vest upon acquisition in the Recipient. Real property, equipment and supplies shall be used by the Recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds.

10. Changes and Amendments

Changes may be made to the agreement in relation to the effective period of the agreement, the total amount of the agreement, budgetary categories associated with the funding of the agreement, and the work to be performed as defined in the work plan. Such changes shall be constructively made by way of a formal agreement amendment, which shall require written approval of the Executive Director of MDEQ prior to any such changes being made. Changes which affect the total amount of the agreement may also require prior approval by the Commission on Environmental Quality.

11. Recycled Paper

Recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to MDEQ.

12. Gratuities

- A. If MDEQ finds, after a notice and hearing, that the Recipient or any of the Recipient's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any employee, official or agent of MDEQ, the state agency providing funds used in this agreement in an attempt to secure a agreement or favorable treatment in awarding, amending or making any determination related to the performance of this agreement, MDEQ may, by written notice to the Recipient, terminate this agreement. MDEQ may also pursue other rights and remedies that the law or this agreement provides. However, the existence of the facts on which MDEQ bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this agreement.
- B. In the event this agreement is terminated as provided in paragraph A., MDEQ may pursue the same remedies against the Recipient as it could pursue in the event of a breach of the agreement by the Recipient, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by MDEQ) which shall be not less than three nor more than ten times the costs the Recipient incurs in providing any such gratuities to such officer or employee.

13. Publication and Publicity

- A. Recipient may publish results of its participation pursuant to this agreement after prior review by and consent by MDEQ's Project Manager provided that (1) such publications acknowledge that the program is supported by funds granted by MDEQ, and (2) that one (1) copy of the publication is furnished to MDEQ.
- B. Recipient shall use its best efforts to ensure that any publicity received by the Recipient as a result of the work funded by this agreement shall acknowledge that the program is supported by funds granted by MDEQ.

14. Hold Harmless for Personnel Claims

To the extent permitted by Mississippi law, recipient agrees to indemnify, save and hold harmless the Mississippi Commission on Environmental Quality, MDEQ and the state of Mississippi, as well as their employees, from and against any and all losses, claims, debts, demands, damages, suits or actions at law, judgments, and costs, including attorney's fees, or expenses on the part of MDEQ or MDEQ's agents or employees arising out of or attributable

to work performed under this agreement or the use of facilities or equipment provided to Recipient under the terms of this agreement.

15. Assurances

The Recipient certifies that:

- A. It maintains the legal authority to apply for state assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of the project described in the grant application.
- B. It is not presently debarred, suspended, proposed for debarment, declared ineligible from participating in government projects; has not within a three year period preceding this application been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing public transactions; has not within a three year period preceding this proposal been convicted of violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and has not within a three year period preceding this application had one or more public transactions terminated for default.
- C. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- D. It will comply with all applicable requirements or State and Federal laws, executive orders, regulations and policies governing this program.
- E. The Recipient shall maintain current permits and approvals necessary from applicable regulatory agencies to carry out the project/program activities.

16. Enforcement

- A. If a Recipient materially fails to comply with any term of an award, whether stated in Federal and State statute or regulation, an assurance, in a State plan or application, a notice of an award, or elsewhere, MDEQ may take one or more of the following actions, as appropriate in the circumstances:
 - 1. Temporarily withholding payments pending correction of the deficiency by the Recipient or more severe enforcement by MDEQ;

2. Disallow (that is deny both use of funds and matching credit for) all or part of the cost of the activity of action not in compliance;
 3. Wholly or partly suspend or terminate the current award for the Recipient's program.
 4. Withhold further awards for the program, or
 5. Take other remedies that may be legally available.
- B. In taking an enforcement action, MDEQ will provide the Recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Recipient is entitled under any statute or regulation applicable to the action involved.
- C. Costs of Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not allowable unless MDEQ expressly authorizes them in the notice of suspension or termination or subsequently. Other Recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
1. The costs result from obligations which were properly incurred by the Recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancelable, and
 2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

17. Termination for Convenience

This agreement may be terminated in whole or in part as follows:

- A. By MDEQ with the consent of the Recipient in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of a partial termination, the portion to be terminated; or
- B. By the Recipient upon written notification to MDEQ, setting forth the reasons for such termination, the effective date, and in the case of a partial termination, the portion to be terminated. However, if, in the case of a partial termination, MDEQ determines that the remaining portion of the award will not accomplish the purposes for which the award was made, MDEQ may terminate the award in its entirety under paragraph A. of this section.

18. Remedies

Unless otherwise provided in this agreement, all claims, counter-claims, disputes and other matters in question between MDEQ and the Recipient arising out of, or relating to, this agreement or the breach of it will be decided in a court of competent jurisdiction within the State of Mississippi. Before pleading to the Mississippi judicial system at any level, the Recipient must exhaust all administrative remedies in effect on the date the agreement giving rise to the dispute was executed.

The State of Mississippi, acting by and through the Mississippi Department of Environmental Quality, hereby offers assistance/amendment **CITY OF HATTIESBURG** for all approved costs incurred up to and not exceeding \$75,000.00 for the support of approved budget period effort described in application (including all application modifications) cited in this agreement for **HOUSEHOLD HAZARDOUS WASTE COLLECTION PROJECT**.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Trudy D. Fisher
Executive Director

Date

CITY OF HATTIESBURG

Authorized Signature

Date

Reminder

Please do not sign Attachment B Release of Claims at this time.
Attachment B should only be signed when you are requesting your FINAL
Request for Payment form.

ATTACHMENT B

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

RELEASE OF CLAIMS

Agreement Number SWC431

WHEREAS, by the terms of the above-identified agreement entered into by the Mississippi Department of Environmental Quality and the Recipient, **CITY OF HATTIESBURG** it is provided that after completion of all work, and prior to final payment, the Recipient will furnish the Mississippi Department of Environmental Quality with a release of all claims;

NOW, THEREFORE, in consideration of the above premises and the payments by the Mississippi Department of Environmental Quality to the Recipient pursuant to the above referenced agreement, the sum of \$ _____, the Recipient hereby remises, releases, and forever discharges the Mississippi Department of Environmental Quality, its officers, agents, and employees, of and from all manner of debts, dues, liabilities, obligations, accounts, claims, and demands whatsoever, in law and equity, under or by virtue of the said agreement except:

CITY OF HATTIESBURG

Authorized Signature

ATTACHMENT A
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
ATTN: INVOICES
P. O. BOX 2369
JACKSON, MS 39225

REQUEST FOR PAYMENT

Name of Recipient _____ Grant Agreement No. _____
Address _____ Person preparing report: _____
_____ Telephone number: _____
_____ Request period: From _____ To _____

1. Amount of this payment request: \$ _____
2. Total amount of grant: \$ _____
3. Total prior payments approved: \$ _____
4. Total funds requested to date (*line 1 plus line 3*): \$ _____
5. Balance of grant funds remaining after this request (*line 2 minus line 4*) \$ _____

TO BE COMPLETED ONLY IF RECIPIENT IS PROVIDING FUNDS TO THE GRANT PROJECT.

6. Total funds to be contributed by recipient: \$ _____
7. Amount contributed by recipient to date: \$ _____
8. Balance to be contributed by recipient (*line 6 minus line 7*): \$ _____

I hereby certify that the amount requested is for reimbursement of allowable costs consistent with the terms of this agreement, that request for reimbursement of these costs has not previously been made, and that the amounts requested herein do not exceed budgeted amounts stipulated in the award.

NOTE: Please attach appropriate documentation that supports this payment request (for example, payroll records for Enforcement officer, billing records, volume of tires disposed, volume of solid wastes disposed, location of solid waste sites cleaned up).

Signature of Authorized Official

Typed Name and Title of Authorized Official

Date

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY ASSISTANCE AGREEMENT		Assistance ID No. SWC431	
		Date of Staff Approval 28-Oct-13	
AGREEMENT TYPE		Recipient Type	
Cooperative Agreement		CITY	
Grant Agreement	X	Tax ID No.	
Assistance Amendment			
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ISSUING OFFICE MS DEPT. OF ENVIRONMENTAL QUALITY OFFICE OF POLLUTION CONTROL P. O. BOX 2261 JACKSON, MS 39225		PROJECT MANAGER LUIS MURILLO SOLID WASTE POLICY, PLANNING AND GRANTS BRANCH	
ASSISTANCE PROGRAM LOCAL GOVERNMENT SOLID WASTE ASSISTANCE PROGRAM		STATUTORY AUTHORITY SECTION 17-17-65, MS CODE ANN.	
PROJECT TITLE AND DESCRIPTION HOUSEHOLD HAZARDOUS WASTE COLLECTION PROJECT			
PROJECT LOCATION CITY HATTIESBURG COUNTY FORREST STATE MS		PROJECT PERIOD The project period shall begin upon execution of the grant agreement by the Executive Director of MDEQ and end no later than DECEMBER 31, 2014.	
		TOTAL PROJECTED PERIOD COST \$ 75,000.00	
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MDEQ Amount This Action -- Competitive (4050)		\$ 75,000.00	
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Other		\$ 75,000.00	
Total Charges		\$ 75,000.00	
METHOD OF PAYMENT			
Advance			
Reimbursement	X		

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(Local Governments Solid Waste Assistance Program)

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A. If MDEQ finds, after a notice and hearing, that the Recipient or any of the Recipient's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any employee, official or agent of MDEQ, the state agency providing funds used in this agreement in an attempt to secure a agreement or favorable treatment in awarding, amending or making any determination related to the performance of this agreement, MDEQ may, by written notice to the Recipient, terminate this agreement. MDEQ may also pursue other rights and remedies that the law or this agreement provides. However, the existence of the facts on which MDEQ bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this agreement.

B. In the event this agreement is terminated as provided in paragraph A., MDEQ may pursue the same remedies against the Recipient as it could pursue in the event of a breach of the agreement by the Recipient, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by MDEQ) which shall be not less than three nor more than ten times the costs the Recipient incurs in providing any such gratuities to such officer or employee.

13. Publication and Publicity

A. Recipient may publish results of its participation pursuant to this agreement after prior review by and consent by MDEQ's Project Manager provided that (1) such publications acknowledge that the program is supported by funds granted by MDEQ, and (2) that one (1) copy of the publication is furnished to MDEQ.

B. Recipient shall use its best efforts to ensure that any publicity received by the Recipient as a result of the work funded by this agreement shall acknowledge that the program is supported by funds granted by MDEQ.

14. Hold Harmless for Personnel Claims

To the extent permitted by Mississippi law, recipient agrees to indemnify, save and hold harmless the Mississippi Commission on Environmental Quality, MDEQ and the state of Mississippi, as well as their employees, from and against any and all losses, claims, debts, demands, damages, suits or actions at law, judgments, and costs, including attorney's fees, or expenses on the part of MDEQ or MDEQ's agents or employees arising out of or attributable

to work performed under this agreement or the use of facilities or equipment provided to Recipient under the terms of this agreement.

15. Assurances

The Recipient certifies that:

- A. It maintains the legal authority to apply for state assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of the project described in the grant application.
- B. It is not presently debarred, suspended, proposed for debarment, declared ineligible from participating in government projects; has not within a three year period preceding this application been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing public transactions; has not within a three year period preceding this proposal been convicted of violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and has not within a three year period preceding this application had one or more public transactions terminated for default.
- C. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- D. It will comply with all applicable requirements or State and Federal laws, executive orders, regulations and policies governing this program.
- E. The Recipient shall maintain current permits and approvals necessary from applicable regulatory agencies to carry out the project/program activities.

16. Enforcement

- A. If a Recipient materially fails to comply with any term of an award, whether stated in Federal and State statute or regulation, an assurance, in a State plan or application, a notice of an award, or elsewhere, MDEQ may take one or more of the following actions, as appropriate in the circumstances:
 - 1. Temporarily withholding payments pending correction of the deficiency by the Recipient or more severe enforcement by MDEQ;

2. Disallow (that is deny both use of funds and matching credit for) all or part of the cost of the activity of action not in compliance;
 3. Wholly or partly suspend or terminate the current award for the Recipient's program.
 4. Withhold further awards for the program, or
 5. Take other remedies that may be legally available.
- B. In taking an enforcement action, MDEQ will provide the Recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Recipient is entitled under any statute or regulation applicable to the action involved.
- C. Costs of Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not allowable unless MDEQ expressly authorizes them in the notice of suspension or termination or subsequently. Other Recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
1. The costs result from obligations which were properly incurred by the Recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancelable, and
 2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

17. Termination for Convenience

This agreement may be terminated in whole or in part as follows:

- A. By MDEQ with the consent of the Recipient in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of a partial termination, the portion to be terminated; or
- B. By the Recipient upon written notification to MDEQ, setting forth the reasons for such termination, the effective date, and in the case of a partial termination, the portion to be terminated. However, if, in the case of a partial termination, MDEQ determines that the remaining portion of the award will not accomplish the purposes for which the award was made, MDEQ may terminate the award in its entirety under paragraph A. of this section.

18. Remedies

Unless otherwise provided in this agreement, all claims, counter-claims, disputes and other matters in question between MDEQ and the Recipient arising out of, or relating to, this agreement or the breach of it will be decided in a court of competent jurisdiction within the State of Mississippi. Before pleading to the Mississippi judicial system at any level, the Recipient must exhaust all administrative remedies in effect on the date the agreement giving rise to the dispute was executed.

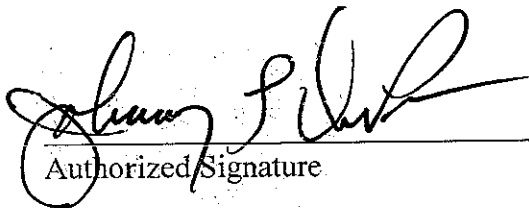
The State of Mississippi, acting by and through the Mississippi Department of Environmental Quality, hereby offers assistance/amendment **CITY OF HATTIESBURG** for all approved costs incurred up to and not exceeding **\$75,000.00** for the support of approved budget period effort described in application (including all application modifications) cited in this agreement for **HOUSEHOLD HAZARDOUS WASTE COLLECTION PROJECT**.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Trudy D. Fisher
Executive Director

Date

CITY OF HATTIESBURG



Authorized Signature

11-19-13
Date

ATTACHMENT B

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

RELEASE OF CLAIMS

Agreement Number SWC431

WHEREAS, by the terms of the above-identified agreement entered into by the Mississippi Department of Environmental Quality and the Recipient, **CITY OF HATTIESBURG** it is provided that after completion of all work, and prior to final payment, the Recipient will furnish the Mississippi Department of Environmental Quality with a release of all claims;

NOW, THEREFORE, in consideration of the above premises and the payments by the Mississippi Department of Environmental Quality to the Recipient pursuant to the above referenced agreement, the sum of \$ _____, the Recipient hereby remises, releases, and forever discharges the Mississippi Department of Environmental Quality, its officers, agents, and employees, of and from all manner of debts, dues, liabilities, obligations, accounts, claims, and demands whatsoever, in law and equity, under or by virtue of the said agreement except:

CITY OF HATTIESBURG


Authorized Signature

ATTACHMENT A
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
ATTN: INVOICES
P. O. BOX 2369
JACKSON, MS 39225

REQUEST FOR PAYMENT

Name of Recipient _____ Grant Agreement No. _____
Address _____ Person preparing report: _____
_____ Telephone number: _____
_____ Request period: From _____ To _____

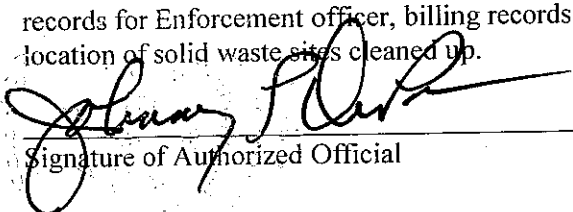
1. Amount of this payment request: \$ _____
2. Total amount of grant: \$ _____
3. Total prior payments approved: \$ _____
4. Total funds requested to date (*line 1 plus line 3*): \$ _____
5. Balance of grant funds remaining after this request (*line 2 minus line 4*) \$ _____

TO BE COMPLETED ONLY IF RECIPIENT IS PROVIDING FUNDS TO THE GRANT PROJECT.

6. Total funds to be contributed by recipient: \$ _____
7. Amount contributed by recipient to date: \$ _____
8. Balance to be contributed by recipient (*line 6 minus line 7*): \$ _____

I hereby certify that the amount requested is for reimbursement of allowable costs consistent with the terms of this agreement, that request for reimbursement of these costs has not previously been made, and that the amounts requested herein do not exceed budgeted amounts stipulated in the award.

NOTE: Please attach appropriate documentation that supports this payment request (for example, payroll records for Enforcement officer, billing records, volume of tires disposed, volume of solid wastes disposed, location of solid waste sites cleaned up).



Signature of Authorized Official

Johnny L. DuPree, Mayor

Typed Name and Title of Authorized Official

11-19-13

Date



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2013-0745

File ID: 2013-0745

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/12/2013

Brief Title: Acknowledge receipt of utility easements from
Dennis Pierce.

Final Action:

Minute Book Number: MB2013-349

Title:

Acknowledge receipt of a Permanent Utility Easement and a Temporary Construction Easement from Mr. Dennis L. Pierce for a portion of Tax Parcel No. 051L-11-039.000 & 051L-11-040.000 in Lamar County as needed for the maintenance, repair, and construction of the City sewer system; Authorize City Clerk to record with Lamar County.

Notes:

Sponsors:

Enactment Date:

Attachments: Dennis Pierce Easement, executed Dennis Pierce
Easement

Enactment Number:

Contact:

Meeting Date: 11/19/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/19/2013					

Text of Legislative File 2013-0745

Title

Acknowledge receipt of a Permanent Utility Easement and a Temporary Construction Easement from Mr. Dennis L. Pierce for a portion of Tax Parcel No. 051L-11-039.000 & 051L-11-040.000 in Lamar County as needed for the maintenance, repair, and construction of the City sewer system; Authorize City Clerk to record with Lamar County.

Summary

Acknowledge receipt of a Permanent Utility Easement and a Temporary Construction Easement from Mr. Dennis L. Pierce for a portion of Tax Parcel No. 051L-11-039.000 & 051L-11-040.000 in Lamar County as needed for the maintenance, repair, and construction

of the City sewer system.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Grantee, prepared by and return to:City of HattiesburgDepartment of EngineeringP O Box 1898Hattiesburg, MS 39403-1898**Phone:** (601) 544-4540**Account No.****Grantor Address:**Dennis L. Pierce23 Liberty PlaceHattiesburg, MS 39402**Phone:** (601) 264-7437**Business No.****PERMANENT UTILITY EASEMENT****INDEXING INSTRUCTIONS:**

North ½ of the Northeast ¼
Section 11,
Township 4 North, Range 14 West
Lamar County, Mississippi

Shows, Dearman and Waits, Inc.
Consulting Engineers
Project No.: 1273-S002

County Tax Parcel No.: 051L-11-039.000 & 051L-11-040.000

THE STATE OF MISSISSIPPI

County of Lamar

City of Hattiesburg

For and in consideration of _____
_____/100 Dollars (\$_____),
and other good and valuable considerations, including the benefits to be derived herefrom, the receipt and sufficiency of which is hereby acknowledged, I/we, the undersigned, hereby grant, bargain, sell, and convey unto the City of Hattiesburg, Mississippi, a municipal corporation, a Permanent Utility Easement over, across and upon a parcel of real property, for the construction and maintenance of a proposed sewer line on the following described property located in the City of Hattiesburg, County of Lamar, State of Mississippi:

A part of the North ½ of the Northeast ¼ of Section 11, Township 4 North, Range 14 West, in the County of Lamar, State of Mississippi, and being more particularly described as follows:

- **Commencing** at a ¾ Inch Round Iron Pin representing the Northeast Corner of said Section 11;
- thence run S89°41'55"W along the North Line of said North ½ of the Northeast ¼ for 1,170.51 feet to the **Point of Beginning**;
- thence run S48°41'18"W and parallel to the Eastern Right of Way Line of Weathersby Road, a public roadway, for 584.36 feet,
- thence run S53°01'31"W and parallel to said Eastern Right of Way Line for 691.05 feet,
- thence run S42°55'50"W and parallel to said Eastern Right of Way Line for 329.68 feet,
- thence run S37°18'55"W and parallel to said Eastern Right of Way Line for 97.95 feet,
- thence run S27°06'33"W and parallel to said Eastern Right of

- Way Line for 18.65 feet,
- thence run S27°07'37"W and parallel to said Eastern Right of Way Line for 27.02 feet,
 - thence run S28°57'35"W and parallel to said Eastern Right of Way Line for 97.03 feet to a Point on the South Line of the Grantor's Property,
 - thence run N89°13'51"W along said South Line for 11.35 feet to a Point on the Eastern Line of an Existing Telephone Easement as described in Deed Book 11G, Page 394 thereof on file in the Office of the Chancery Clerk of Lamar County,
 - thence run N28°57'35"E along said Eastern Line and parallel to said Eastern Right of Way Line for 102.23 feet,
 - thence run N27°07'37"E along said Eastern Line and parallel to said Eastern Right of Way Line for 26.86 feet,
 - thence run N27°06'33"E along said Eastern Line and parallel to said Eastern Right of Way Line for 19.54 feet,
 - thence run N37°18'55"E along said Eastern Line and parallel to said Eastern Right of Way Line for 99.33 feet,
 - thence run N42°55'50"E along said Eastern Line and parallel to said Eastern Right of Way Line for 331.06 feet,
 - thence run N53°01'31"E along said Eastern Line and parallel to said Eastern Right of Way Line for 691.55 feet,
 - thence run N48°41'18"E along said Eastern Line and parallel to said Eastern Right of Way Line for 572.48 feet to a Point on said North Line,
 - thence run N89°41'55"E along said North Line for 15.23 feet to the **Point of Beginning**,
 - comprising **0.42 Acres**, more or less.

The above described parcel being a 10.00 foot wide Permanent Utility Easement crossing the Grantor's Property as described in Deed Book 17F, Page 301 (County Tax Parcel No. 051L-11-039.000 & 051L-11-040.000) thereof on file in the Office of the Chancery Clerk of Lamar County.

The grantor herein further warrants that the above described property is not a part of his or her homestead.

The Grantee herein is given full rights to do whatever may be necessary and

proper for the enjoyment of the rights granted herein, including the right of ingress and egress and the right to clear said easement of selected vegetation such as shrubs, trees, and other vegetation, change of grade, installation and/or removal of pavements and any other structure named herein or otherwise as may be necessary to install and maintain a sewer line. Grantee will restore any damage caused by this action.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness our signatures, this the 9th day of August, 2013.

Signature/Date: 
Print Name: Dennis L. Pierce

Signature/Date: _____
Print Name: _____

STATE OF MISSISSIPPI

COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said
County and State, on this 9th day of August, 2013, within
my jurisdiction, the within named _____
Instrument Signer Name

and _____
Instrument Signer Name who acknowledged before me
that(he)(she)(they) signed, executed and delivered the above and foregoing
instrument on the day and year therein as their own free and voluntary act and



Jonna Van Thiel (NOTARY PUBLIC)

My commission expires: February 4, 2017

Grantee, prepared by and return to:

City of Hattiesburg

Department of Engineering

P O Box 1898

Hattiesburg, MS 39403-1898

Phone: (601) 544-4540

Account No.**Grantor Address:**

Dennis L. Pierce

23 Liberty Place

Hattiesburg, MS 39402

Phone: (601) 264-7437

Business No.**TEMPORARY EASEMENT****INDEXING INSTRUCTIONS:**

North ½ of the Northeast ¼
Section 11,
Township 4 North, Range 14 West
Lamar County, Mississippi

Shows, Dearman and Waits, Inc.
Consulting Engineers
Project No.: 1273-S002

County Tax Parcel No.: 051L-11-039.000 & 051L-11-040.000

THE STATE OF MISSISSIPPI

County of Lamar

City of Hattiesburg

For and in consideration of _____

_____/100 Dollars (\$_____),

and other good and valuable considerations, including the benefits to be derived herefrom, the receipt and sufficiency of which is hereby acknowledged, I/we, the undersigned, hereby grant, bargain, sell, and convey a Temporary Construction Easement unto the City of Hattiesburg, Mississippi, a municipal corporation, the following described property located in the City of Hattiesburg, County of Lamar, State of Mississippi:

A part of the North ½ of the Northeast ¼ of Section 11, Township 4 North, Range 14 West, in the County of Lamar, State of Mississippi, and being more particularly described as follows:

- **Commencing** at a ¾ Inch Round Iron Pin representing the Northeast Corner of said Section 11;
- thence run S89°41'55"W along the North Line of said North ½ of the Northeast ¼ for 1,140.03 feet to the **Point of Beginning**;
- thence run S48°41'18"W and parallel to the Eastern Right of Way Line of Weathersby Road, a public roadway, for 608.11 feet,
- thence run S53°01'31"W and parallel to said Eastern Right of Way Line for 690.04 feet,
- thence run S42°55'50"W and parallel to said Eastern Right of Way Line for 326.94 feet,
- thence run S37°18'55"W and parallel to said Eastern Right of Way Line for 95.18 feet,
- thence run S27°06'33"W and parallel to said Eastern Right of Way Line for 16.87 feet,
- thence run S27°07'37"W and parallel to said Eastern Right of

Dennis L Pierce
County Tax Parcel No.: 051L-11-039.000 & 051L-11-040.000

- Way Line for 27.34 feet,
- thence run S28°57'35"W and parallel to said Eastern Right of Way Line for 86.63 feet to a Point on the South Line of the Grantor's Property,
 - thence run N89°13'51"W along said South Line for 22.69 feet,
 - thence run N28°57'35"E and parallel to said Eastern Right of Way Line for 97.03 feet,
 - thence run N27°07'37"E and parallel to said Eastern Right of Way Line for 27.02 feet,
 - thence run N27°06'33"E and parallel to said Eastern Right of Way Line for 18.65 feet,
 - thence run N37°18'55"E and parallel to said Eastern Right of Way Line for 97.95 feet,
 - thence run N42°55'50"E and parallel to said Eastern Right of Way Line for 329.68 feet,
 - thence run N53°01'31"E and parallel to said Eastern Right of Way Line for 691.05 feet,
 - thence run N48°41'18"E and parallel to said Eastern Right of Way Line for 584.36 feet to a Point on said North Line,
 - thence run N89°41'55"E along said North Line for 30.48 feet to the **Point of Beginning**,
 - comprising **0.85 Acres**, more or less.

The above described parcel being a 20.00 foot wide Temporary Construction Easement crossing the Grantor's Property as described in Deed Book 17F, Page 301 (County Tax Parcel No. 051L-11-039.00 & 051L-11-040.000) thereof on file in the Office of the Chancery Clerk of Lamar County.

The grantor herein further warrants that the above described property is not a part of his or her homestead.

The Grantee herein is given full rights to do whatever may be necessary and proper for the enjoyment of the rights granted herein, including the right of ingress and egress and the right to clear said easement of selected vegetation such as shrubs, trees, and other vegetation, change of grade, installation and/or removal of pavements and any other structure named herein or otherwise as may be necessary. Grantee will restore any damage caused by this action.

The Grantee further agrees to relinquish all rights granted herein at the conclusion and final acceptance of the said sewer line construction.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed sewer line, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness our signatures, this the 9th day of August, 2013.

Signature/Date: Dennis L. Pierce
Print Name: Dennis L. Pierce

Signature/Date: _____
Print Name: _____

STATE OF MISSISSIPPI

COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said
County and State, on this 9th day of August, 2013, within
my jurisdiction, the within named _____
Instrument Signer Name

and _____
Instrument Signer Name who acknowledged before me

that(he)(she)(they) signed, executed and delivered the above and foregoing

instrument on the day and year therein as their own free and voluntary act and



Jonna van Thiel (NOTARY PUBLIC)

My commission expires: February 4, 2017

Grantee, prepared by and return to:City of HattiesburgDepartment of EngineeringP O Box 1898Hattiesburg, MS 39403-1898Phone: (601) 544-4540Account No.**Grantor Address:**Dennis L. Pierce23 Liberty PlaceHattiesburg, MS 39402Phone: (601) 264-7437Business No.**PERMANENT UTILITY EASEMENT****INDEXING INSTRUCTIONS:**

North ½ of the Northeast ¼
Section 11,
Township 4 North, Range 14 West
Lamar County, Mississippi

Shows, Dearman and Waits, Inc.
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Project No.: 1273-S002

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THE STATE OF MISSISSIPPI

County of Lamar

City of Hattiesburg

For and in consideration of _____

_____/100 Dollars (\$_____),

and other good and valuable considerations, including the benefits to be derived herefrom, the receipt and sufficiency of which is hereby acknowledged, I/we, the undersigned, hereby grant, bargain, sell, and convey unto the City of Hattiesburg, Mississippi, a municipal corporation, a Permanent Utility Easement over, across and upon a parcel of real property, for the construction and maintenance of a proposed sewer line on the following described property located in the City of Hattiesburg, County of Lamar, State of Mississippi:

A part of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 11, Township 4 North, Range 14 West, in the County of Lamar, State of Mississippi, and being more particularly described as follows:

- **Commencing** at a $\frac{3}{4}$ Inch Round Iron Pin representing the Northeast Corner of said Section 11;
- thence run S89°41'55"W along the North Line of said North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ for 1,170.51 feet to the **Point of Beginning**;
- thence run S48°41'18"W and parallel to the Eastern Right of Way Line of Weathersby Road, a public roadway, for 584.36 feet,
- thence run S53°01'31"W and parallel to said Eastern Right of Way Line for 691.05 feet,
- thence run S42°55'50"W and parallel to said Eastern Right of Way Line for 329.68 feet,
- thence run S37°18'55"W and parallel to said Eastern Right of Way Line for 97.95 feet,
- thence run S27°06'33"W and parallel to said Eastern Right of

Dennis L Pierce
County Tax Parcel No.: 051L-11-039.000 & 051L-11-040.000

- Way Line for 18.65 feet,
- thence run S27°07'37"W and parallel to said Eastern Right of Way Line for 27.02 feet,
 - thence run S28°57'35"W and parallel to said Eastern Right of Way Line for 97.03 feet to a Point on the South Line of the Grantor's Property,
 - thence run N89°13'51"W along said South Line for 11.35 feet to a Point on the Eastern Line of an Existing Telephone Easement as described in Deed Book 11G, Page 394 thereof on file in the Office of the Chancery Clerk of Lamar County,
 - thence run N28°57'35"E along said Eastern Line and parallel to said Eastern Right of Way Line for 102.23 feet,
 - thence run N27°07'37"E along said Eastern Line and parallel to said Eastern Right of Way Line for 26.86 feet,
 - thence run N27°06'33"E along said Eastern Line and parallel to said Eastern Right of Way Line for 19.54 feet,
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 - thence run N89°41'55"E along said North Line for 15.23 feet to the **Point of Beginning**,
 - comprising **0.42 Acres**, more or less.

The above described parcel being a 10.00 foot wide Permanent Utility Easement crossing the Grantor's Property as described in Deed Book 17F, Page 301 (County Tax Parcel No. 051L-11-039.000 & 051L-11-040.000) thereof on file in the Office of the Chancery Clerk of Lamar County.

The grantor herein further warrants that the above described property is not a part of his or her homestead.

The Grantee herein is given full rights to do whatever may be necessary and

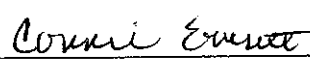
proper for the enjoyment of the rights granted herein, including the right of ingress and egress and the right to clear said easement of selected vegetation such as shrubs, trees, and other vegetation, change of grade, installation and/or removal of pavements and any other structure named herein or otherwise as may be necessary to install and maintain a sewer line. Grantee will restore any damage caused by this action.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness our signatures, this the 9th day of August, 2013.

Signature/Date: 
Print Name: Dennis L. Pierce

Signature/Date: 
Print Name: CONNIE EVERETT

STATE OF MISSISSIPPI

COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said
County and State, on this 9th day of August, 2013, within
my jurisdiction, the within named _____
Instrument Signer Name

and _____
Instrument Signer Name who acknowledged before me

that(he)(she)(they) signed, executed and delivered the above and foregoing
instrument on the day and year therein as their own free and voluntary act and



Jonna Van Thiel (NOTARY PUBLIC)

My commission expires: February 4, 2017

Grantee, prepared by and return to:City of HattiesburgDepartment of EngineeringP O Box 1898Hattiesburg, MS 39403-1898Phone: (601) 544-4540Account No.**Grantor Address:**Dennis L. Pierce23 Liberty PlaceHattiesburg, MS 39402Phone: (601) 264-7437Business No.**TEMPORARY EASEMENT****INDEXING INSTRUCTIONS:**

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THE STATE OF MISSISSIPPI

County of Lamar

City of Hattiesburg

For and in consideration of _____

_____ /100 Dollars (\$_____),

and other good and valuable considerations, including the benefits to be derived herefrom, the receipt and sufficiency of which is hereby acknowledged, I/we, the undersigned, hereby grant, bargain, sell, and convey a Temporary Construction Easement unto the City of Hattiesburg, Mississippi, a municipal corporation, the following described property located in the City of Hattiesburg, County of Lamar, State of Mississippi:

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- thence run S42°55'50"W and parallel to said Eastern Right of Way Line for 326.94 feet,
- thence run S37°18'55"W and parallel to said Eastern Right of Way Line for 95.18 feet,
- thence run S27°06'33"W and parallel to said Eastern Right of Way Line for 16.87 feet,
- thence run S27°07'37"W and parallel to said Eastern Right of

Dennis L Pierce
County Tax Parcel No.: 051L-11-039.000 & 051L-11-040.000

- Way Line for 27.34 feet,
- thence run S28°57'35"W and parallel to said Eastern Right of Way Line for 86.63 feet to a Point on the South Line of the Grantor's Property,
 - thence run N89°13'51"W along said South Line for 22.69 feet,
 - thence run N28°57'35"E and parallel to said Eastern Right of Way Line for 97.03 feet,
 - thence run N27°07'37"E and parallel to said Eastern Right of Way Line for 27.02 feet,
 - thence run N27°06'33"E and parallel to said Eastern Right of Way Line for 18.65 feet,
 - thence run N37°18'55"E and parallel to said Eastern Right of Way Line for 97.95 feet,
 - thence run N42°55'50"E and parallel to said Eastern Right of Way Line for 329.68 feet,
 - thence run N53°01'31"E and parallel to said Eastern Right of Way Line for 691.05 feet,
 - thence run N48°41'18"E and parallel to said Eastern Right of Way Line for 584.36 feet to a Point on said North Line,
 - thence run N89°41'55"E along said North Line for 30.48 feet to the **Point of Beginning**,
 - comprising **0.85 Acres**, more or less.

The above described parcel being a 20.00 foot wide Temporary Construction Easement crossing the Grantor's Property as described in Deed Book 17F, Page 301 (County Tax Parcel No. 051L-11-039.00 & 051L-11-040.000) thereof on file in the Office of the Chancery Clerk of Lamar County.

The grantor herein further warrants that the above described property is not a part of his or her homestead.

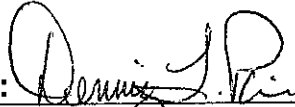
The Grantee herein is given full rights to do whatever may be necessary and proper for the enjoyment of the rights granted herein, including the right of ingress and egress and the right to clear said easement of selected vegetation such as shrubs, trees, and other vegetation, change of grade, installation and/or removal of pavements and any other structure named herein or otherwise as may be necessary. Grantee will restore any damage caused by this action.

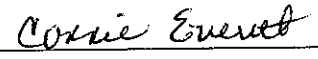
The Grantee further agrees to relinquish all rights granted herein at the conclusion and final acceptance of the said sewer line construction.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed sewer line, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness our signatures, this the 9th day of August, 2013.

Signature/Date: 
Print Name: Dennis L. Pierce

Signature/Date: 
Print Name: CONNIE EVERETT

STATE OF MISSISSIPPI

COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said
County and State, on this 9th day of August, 2013, within
my jurisdiction, the within named _____
Instrument Signer Name

and _____
Instrument Signer Name who acknowledged before me

that(he)(she)(they) signed, executed and delivered the above and foregoing
instrument on the day and year therein as their own free and voluntary act and



Jonna Van Thiel (NOTARY PUBLIC)

My commission expires: February 4, 2017



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2013-0737

File ID: 2013-0737

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/12/2013

Brief Title: Reject all bids for Woodley Elementary Sidewalk project.

Final Action:

Minute Book Number: MB2013-350

Title:

Rescind acceptance of bid from Precision Construction for the Safe Routes to School Woodley Elementary Sidewalk Project (SRSP-0210-00(024) LPA/106139-401000) that was accepted subject to MDOT concurrence on October 8, 2013 at Minute Book Number 2013-0305; Reject all bids received September 26, 2013 for aforementioned project because the advertisement for bids was not published in a statewide newspaper as required by MDOT; Rejection subject to MDOT concurrence.

Notes:

Sponsors:

Enactment Date:

Attachments: MDOT Rejection Request Ltr 11-20-13, executed
MDOT Rejection Request Ltr 11-20-13

Enactment Number:

Contact:

Meeting Date: 11/19/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/19/2013					

Text of Legislative File 2013-0737

Title

Rescind acceptance of bid from Precision Construction for the Safe Routes to School Woodley Elementary Sidewalk Project (SRSP-0210-00(024) LPA/106139-401000) that was accepted subject to MDOT concurrence on October 8, 2013 at Minute Book Number 2013-0305; Reject all bids received September 26, 2013 for aforementioned project because the advertisement for bids was not published in a statewide newspaper as required by MDOT; Rejection subject to MDOT concurrence.

Summary

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Budget Information

Expenditure Type

Purchasing Item

Publication Information



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carter Carroll

Council - Ward 4

Mary Dryden

Council - Ward 5

Henry Naylor

November 20, 2013

David H. Seyfarth, PE
District LPA Coordinator
Mississippi Department of Transportation
16499#B Highway 49, N. Trailer
Saucier, MS 39574

REFERENCE: WOODLEY SIDEWALK PROJECT
PROJECT NO. SRSP 0210-00(024) LPA/106139-401000
CITY OF HATTIESBURG, FORREST COUNTY

Dear Mr. Seyfarth:

Enclosed for your review are the following:

- 1) Checklist for rejection of all bids and re-advertise
- 2) One certified copy of the bid tabulation for all bidders including the engineer's estimate
- 3) Sworn Proof of Publication not available due to not advertising project in the Clarion Ledger
- 4) One copy of the minutes of the LPA meeting rejecting all bids.

On September 26, 2013 the City of Hattiesburg (City) received and opened four (4) bids on the referenced project. The following bids were submitted to the City.

PERCENT INCREASE OR DECREASE OVER ENGINEER'S ESTIMATE

BIDDER	TOTAL BID	% OF ENGINEER'S ESTIMATE
<i>Engineers Estimate</i>	<i>\$193,685.00</i>	---
Precision Construction	\$170,569.00	-11.93%
RJM McQueen	\$210,615.65	8.74%
Simmons Erosion Control	\$257,040.96	32.71%
Bush Construction	\$279,302.53	44.20%

The City has reviewed the bids that were received and opened on September 26, 2013, and found that none of the four bids received were deemed irregular. All bids were rejected based on the City not meeting the requirements to publish the advertisement in a newspaper having a statewide distribution. The rejection of this bid by the City of Hattiesburg is subject to the concurrence of the Mississippi Department of Transportation.

We request concurrence from the Mississippi Department of Transportation in rejection of all bids received.

Sincerely,

Neel-Schaffer, Inc.

Johnny L. DuPree, Ph.D.
Mayor, City of Hattiesburg

Geoffrey Crosby
Project Engineer

Enclosures



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carter Carroll

Council - Ward 4

Mary Dryden

Council - Ward 5

Henry Naylor

November 20, 2013

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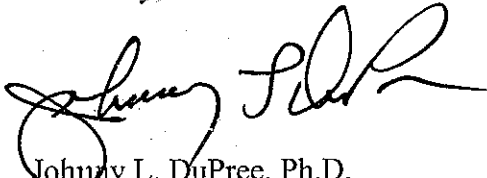
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Sincerely,

Neel-Schaffer, Inc.

A handwritten signature in black ink, appearing to read "Johnny L. DuPree".

Johnny L. DuPree, Ph.D.
Mayor, City of Hattiesburg

Geoffrey Crosby
Project Engineer

Enclosures



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2013-0732

File ID: 2013-0732

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/07/2013

Brief Title: Approve and authorize publication of a Request for Proposals for service related to the development of a Master Plan for Pathways as a component of the Long - Range Transportation Plan (MPO)

Final Action:

Minute Book Number: MB2013-350

Title:

Approve and authorize publication of a Request for Proposals for service related to the development of a Master Plan for Pathways as a component of the Long - Range Transportation Plan (MPO)

Notes:

Sponsors:

Enactment Date:

Attachments: Bike-Ped Master Plan RFP, executed Bike-Ped Master Plan RFP

Enactment Number:

Contact:

Meeting Date:

Drafter: KaTonya McLaughlin

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/19/2013					

Text of Legislative File 2013-0732

Title

Approve and authorize publication of a Request for Proposals for service related to the development of a Master Plan for Pathways as a component of the Long - Range Transportation Plan (MPO)

Summary

HPFL-MPO Master Plan for pathways RFP

**Request for Proposals
Pathways Master Plan
For The**

HATTIESBURG URBANIZED AREA

Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization



RFP# MPO #2013-1001



**RFP DUE: 10:00PM (CST)
January 9, 2014**

CONTACT:

Andrew Ellard

City of Hattiesburg, Mississippi

Department of Federal and State Programs

HPFL-MPO

P.O. Box 1898

Hattiesburg, MS 39403-1898

601-554-1006 Office

TO THE HATTIESBURG AMERICAN: Publish on November 22nd and November 29th, as a legal ad and furnish City of Hattiesburg with Two (2) Proofs of Publication.

Request for Proposals

Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization

PUBLIC NOTICE

MASTER PLAN FOR PATHWAYS

Planners, architects, landscape architects and other related professionals are requested to submit a proposal to provide professional services for the development of a Master Plan for Pathways in the urbanized area of the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL MPO). The boundary area for the project, which is the adopted urbanized area, is identified at <http://government.hattiesburgms.com/city-departments/federal-a-state-programs/metropolitan-planning-organization>.

The goal of the **Master Plan for Pathways** is to create an actionable plan for the development of sidewalks, bicycle lanes paths, blueways and recreational trails that will improve non-motorized transportation networks throughout the urbanized area, promote recreation opportunities, and improve connectivity and safety in accessing major employers and areas of economic activity. The Master Plan for Pathways should take into consideration similar plans for development of pathways as well as trends in population movement and local economic activity.

The intended outcome of this project is a planning document that complements the MPO's Long-Range Transportation Plan (2009-2035) by way of specific attention to pathways, which local jurisdictions will find useful in planning and implementing pathway projects.

The plan shall be delivered within a budget of \$40,000.00.

The Request for Proposals application can be found on the MPO's website at <http://government.hattiesburgms.com/city-departments/federal-a-state-programs/metropolitan-planning-organization>. Questions regarding the project should be submitted to Christine Brown, MPO Division Manager, at mpo@hattiesburgms.com. Questions and answers will be posted periodically at this website. Interested professionals should deliver six copies of proposals and one PDF version on a flash drive or CD by 10:00 a.m. on January 9, 2014 to:

Physical Address:

Office of the City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Mailing Address:

Office of the City Clerk
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

PUBLISHED by the Order of the Council on the 19th day of November A.D., 2013.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

Connie Everett
City Clerk

(SEAL)



REQUEST FOR PROPOSALS
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- *Phase III – Evaluate and Prioritize Capital Improvement Needs*
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- *Technical Proposal*
- *Additional Comments*

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VI. SUBMISSION OF PROPOSALS

Attachment 1

Understanding of RFP Procedures, Terms and Conditions

SECTION I: CONDITIONS AND STIPULATIONS

The Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (MPO) is seeking proposals from qualified and professional consulting firms to work with the MPO in development of a Pathway Master Plan for the entire Hattiesburg Urban Area Metropolitan Planning Organization (MPO).

The following jurisdictions are located within the MPO boundary: City of Hattiesburg, City of Petal, Forrest County (portion) and Lamar County (portion).

This Request for Proposal (RFP) describes the elements requested for inclusion in the proposal. It is expected that this master plan will become a strong planning tool for MPO-member jurisdictions and that it will facilitate the orderly development of both pedestrian and bicycle modes of transportation, as well as recreational opportunities in trails and blueways. The plan is expected to:

- Create a lasting pedestrian and bicycle, trails and blueways transportation program;
- Identify convenient and on-street and off-street routes for pedestrian walking/jogging and bicycling to important nodes and destinations;
- Identify connections to other modes of transportation;
- Address the needs of all ability, age and skill levels;
- Promote safe bicycling and enhance bicycle safety.

This project is anticipated to take approximately one year to complete.

Proposals will include estimates of starting and completion dates for each phase of the project listed below based on the information contained in this Request for Proposal:

- Phase I Identify Project Goals and Community Goals and Objectives
- Phase II Identify Existing Deficiencies and Future Needs
- Phase III Evaluate and Prioritize Capital Improvement Needs
- Phase IV Develop Bike, Pedestrian and Pathway Design Guide
- Phase V Develop Funding Strategies
- Phase VI Prepare Final Master Plan Report

Under the provisions of the Freedom of Information Act, all proposals, after opening, will become public information. Unless a specific note is made to the contrary in your proposal or a subsequent contract, we will assume that your proposal conforms to the City of Hattiesburg's specifications and an award to you will bind you to comply fully with all of the following General Conditions and Stipulations.

When responding to this Request for Proposals, the consultant should propose an approach and schedule for efficiently managing involvement of key stakeholders and the general public during preparation of the Pathway Master Plan. It is expected that the approach will include both public meetings and other outreach strategies by which neighborhood organizations and other stakeholder groups may identify needs and propose capital improvement projects. Similarly, it is expected the approach will address involving a broad range of stakeholders both within and outside of local government. Due to the wide nature of the project and the multi-disciplinary nature of pathway issues, completion of this plan will require significant involvement of the public, as well as of stakeholders within local government and partner agencies. To accomplish this, the consultant will be expected to organize, prepare workshop materials, and facilitate a series of five (5) public information workshops, one to be held in each of the MPO-member jurisdiction. In addition, the consultant is expected to work closely with, receive input from, and meet frequently with the advisory group. In addition to the public and stakeholder workshops, consultant proposals are encouraged to include additional outreach strategies for seeking community input on needs, capital improvement projects, design best practices, and implementation and funding strategies.

The chosen consultant will be expected to develop and meet with a Pathway Master Plan advisory group. The consultant will develop a plan and schedule detailing proposed meetings and frequency sufficient to provide the consultant necessary guidance and gather information, ideas, and 'brainstorm' with members of this group, to update them on findings, progress, and plan future steps. These meetings will be open to the general public. Furthermore, it is envisioned the selected consultant will make a presentation of the final draft to each MPO member jurisdiction's governing body for acceptance, in addition to presenting at the MPO's Technical Committee and Policy Committee for adoption.

The City of Hattiesburg and the HPFL-MPO have budgeted \$40,000 for this project.

SECTION II: BACKGROUND INFORMATION

Mississippi Governor William Winter established the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization in August 1982. The HPFL-MPO was established when the Hattiesburg central area reached a population status of 50,000 plus. The HPFL-MPO area consists of the City of Hattiesburg, the City of Petal, a portion of Forrest County and a portion of Lamar County.

The smallest of MPO's in the State of Mississippi, representatives from the City of Hattiesburg, City of Petal, Forrest County and Lamar County, the Mississippi Department of Transportation and the Federal Highway Administration are involved in the transportation planning process for the MPO. Their purpose is to provide effective leadership in the development of transportation plans and programs.

The HPFL-MPO metropolitan urbanized area is in southeastern Mississippi that covers two counties - Forrest, Lamar.

Hattiesburg is part of the Hattiesburg Metropolitan Statistical Area. In the 2010 census, 43,685 of the city's 45,989 residents lived in Forrest County and 2,304 in Lamar County. According to the United States Census Bureau, the city of Hattiesburg has a total area of 49.7 square miles (129 km²), of which 49.3 square miles (128 km²) is land and 0.4 square miles (1.0 km²) (0.83%) is water. West Hattiesburg (a primarily commercial area in Lamar County) is part of the Hattiesburg metropolitan urbanized area. The population was 5,905 at the 2010 census. According to the United States Census Bureau, the western portion of the city of Hattiesburg has a total area of 7.2 square miles (19 km²), of which, 7.1 square miles (18 km²) is land and 0.1 square miles (0.26 km²) is water. The total area is 1.39% water.

Forrest County is a part the Hattiesburg, Mississippi Metropolitan Statistical Area. As of the 2010 census, the population was 76,894. According to the 2000 census, the county has a total area of 470 sq miles (1,217 km²) and 3.59 sq mi (9 km²) is water.

Lamar County is part of the Hattiesburg, Mississippi Metropolitan Statistical Area. As of the 2010 census, the population was 55,658. According to the 2000 census, the county has a total area of 500.49 square miles (1,296.3 km²), of which 497.07 square miles (1,287.4 km²) (or 99.32%) is land and 3.42 square miles (8.9 km²) (or 0.68%) is water.

Petal is a city in Forrest County, Mississippi, along the Leaf River. It is part of the Hattiesburg, Mississippi Metropolitan Statistical Area. The population is approximately 10,454 per the US Census estimates performed in April, 2010. According to the United States Census Bureau of 2000, the city had a total area of 9.7 square miles (25 km²), of which 9.7 square miles (25 km²) was land and 0.04 square miles (0.10 km²) (0.21%) was water. However, following an annexation effort approved in 2002, the total area of the city is now estimated at 16.87 square miles (43.7 km²)

In 2000, the total population of the HPFL-MPO study area was 93,721 persons with 91,125 persons in households, and 2,596 persons in group quarters (dorms, prisons, etc.). The household population was 67,470 in Forrest County, and 23,655 in Lamar County.

With passage of SAFETEA-LU in 2005, the needs and safety of the non-motorized segment of the transportation system were specified for inclusion in metropolitan transportation plans. The recent nature of the HPFL non-motorized network is reflected in the Pine Belt Pathways Progress Report in March of 2010. This report was accepted by the MPO Policy Committee to be included as part of the 2035 HPFL MPO Hattiesburg Urbanized Area Metropolitan Transportation Plan.

SECTION III: SCOPE OF SERVICES

PHASE 1 – Identify Project Goals and Community Goals and Objectives

Task 1A Project Goals

The purpose of the Pathways Master Plan is to provide clear priorities, tools and programs for improving the pathway environments in the Hattiesburg urbanized area. The ultimate goal is to provide a holistic master plan for a multiple-year time horizon, that can be used by transportation professionals when decisions are being made regarding funding various transportation projects. Specifically, the plan should:

- Identify the types of bicycle and pedestrian environment and travel patterns the Urbanized Area presently has in place.
- Identify the greatest needs for physical improvements over the short, medium, and long-term, and how these needs can be funded
- Detail the most effective short-term strategies for increasing walking and biking within the community and improving the pedestrian and bicycling environment
- Provide details of the specific needs and opportunities in the Hattiesburg Urbanized Area
- Pathways (Bike, Pedestrian, Trail, Blueways) Suitability Map
- Identify a good pathway (bicycle, pedestrian, trails, blueways) system, how its designed and maintained.

Task 1B Identify Community Goals and Objectives

Define the needs of pathway modes of transportation, with special emphasis to include the public/private school systems, public facilities such as the library and City parks, other important destination points in our community. The consultant will be expected to solicit input on objectives, needs and opportunities, improvement options, and recommendations from key stakeholders and from the general public.

PHASE II – Identify Existing Deficiencies and Future Needs

Identify the area's current and future pathways transportation needs based on roadway configuration (design) and future socioeconomic data, land use and travel patterns.

Task 2A Incorporate Existing Plans: The consultant shall incorporate recommendations from existing plans as policy guidance for pathway improvements.

Task 2B Future Needs: The consultant shall assess existing and future bike and pedestrian demand based upon existing data such as: population and employment; planned developments; location of major transit stops and transfer locations; and location of pedestrian generators, such as schools, universities, libraries, parks and open spaces, community centers, sporting venues, tourist destinations, hospitals, recreational trails and other pedestrian activity centers.

PHASE III – Evaluate and Prioritize Capital Improvement Needs

Task 3A Evaluate and Prioritize Needs and Develop Capital Improvement Projects

The consultant shall evaluate, prioritize, and document pathways facility needs, and develop a prioritized plan of short, medium, and long-range capital improvement projects (on a per-jurisdiction basis).

PHASE IV: Develop Bike and Pedestrian Design Guide

The Pathway Design Guide is expected to be a stand-alone document that clearly communicates how a good pathway environment is designed. It will be used to guide pathway improvements as opportunities arise through street reconstruction, property development, and other maintenance and improvement activities. The guide will incorporate Federal, State, and Local (municipally-desired) design criteria. The consultant will incorporate Americans with Disabilities Act (ADA) Accessibility Guidelines (ADAAG) into the design guide.

Task 4A Identify Design Elements: The consultant shall recommend the elements to be included in the Pathway Design Guide. The elements to be included should reflect the range of conditions and needs in the Hattiesburg Urbanized Area and may include Sidewalk Corridor Design Guidelines and Street Corner Design Guidelines.

Task 4B: Develop Typical Cross Sections

The consultant shall develop typical cross sections for various roadway right-of-way widths for those roadways identified through the master planning effort containing pedestrian or bicycle accommodations. These cross sections will be developed in a manner that can be incorporated by MPO-member jurisdictions.

Task 4C: Review of Development Regulations

The consultant will describe ideal methodologies, implementation strategies, and suggested potential improvements to development regulations and applicable ordinances as they apply to new pathway infrastructure. The consultant will review ordinances and development regulations of all MPO-member jurisdictions. The consultant will provide recommended guidelines for improvement to existing ordinance(s) and successful implementation strategies.

Phase V - Develop Funding Strategies

Prepare an implementation plan based on the project alternatives selected during the study.

Task 5A: Evaluate Existing Funding Strategies

The consultant shall evaluate existing funding strategies for maintaining, operating and improving the pathway system and recommend improvements to existing implementation and funding strategies by comparing to peer cities to determine best-practices.

Task 5B: Identify New Funding Opportunities

In addition to the existing funding strategies identified in Task 5A, the consultant shall identify potential new funding opportunities for pathway improvements, maintenance and operation. Report on updates of Safe Routes to School (SRTS) proposed in the new Federal legislation.

Task 5C: Develop Retrofit Implementation Strategies and Concept Designs

It is anticipated that in order to make needed improvements to the pathway environment, the local jurisdictions will need to implement more pathway improvements by retrofitting existing streets and sidewalks. The consultant shall prepare best practice examples on design and implementation strategies for retrofitting and/or phasing improvements, such as curb extensions, sidewalks, and widening. Inclusion of best practices which incorporate storm water management improvements with pathway improvements is desirable. In addition, the consultant shall develop conceptual designs and implementation strategies for retrofitting pathway improvements for various typical sections, including cost estimates in present-year dollars. This task includes the creation of guidelines for maintaining and improving the connectivity of the pathway system, including when gaps should be filled.

Task 5D: Develop Non-Infrastructure Strategies for Increasing Walking and Biking

The consultant should identify best practices nationally and internationally on changing travel behavior to increase the number of people walking and biking and increase the frequency of such trips through outreach, education, and special events. Examples could include biking and walking tours, health-based programs, or programmed events to create bike and pedestrian oriented street activity or public spaces. A special focus on opportunities for public education

and sharing the roadway with bicycle traffic is emphasized. Other options to be investigated include a review of roadway speed limits as it relates to bicycling based on best management practices.

Task 5E: Develop Draft Recommended Implementation and Funding Strategies

The consultant shall refine and assemble the work developed in Tasks 5A-5D based upon stakeholder and public input.

Phase VI: - Prepare Final Pathway Master Plan Report

The consultant shall assemble the completed technical work and integrate into a final Pathway Master Plan report.

Final Presentation

In addition to a written Executive Summary, the consultant will be expected to make a variety of public presentations to the public and stakeholders, MPO Technical Committee and MPO Policy Committee, as well as the project advisory group. The consultant must provide:

- Various printed materials to be presented and distributed at workshops, advisory meetings, council meetings, MPO meetings, etc. as the consultants proposed plan may necessitate.

Deliverables

- Development and ongoing updates to a new Pathway section to be added to the City of Hattiesburg's Department of Federal and State Programs website.
- Bicycle Suitability Map: 25 print copies + electronic version
- Bicycle and Pedestrian Master Plan: 25 copies + electronic version
- Bicycle and Pedestrian Design Guide: 25 copies + electronic version
- Local Advertisement and promotion of public input opportunities

- **Copies of all digital files including:**

- The finished Plan
- Any and all graphics
- Technical drawings, photographs, maps and GIS files, including metadata
- Items used to promote the Plan
- Any of the above items used for public meetings

Document accessibility and ownership:

- All documents, printed or electronically produced as part of this project shall be the property of the City of Hattiesburg, the HPFL-MPO, and MDOT.
- The City of Hattiesburg (HPFL-MPO) shall remain free to copy and edit any and all documents and presentation materials, electronic or otherwise.
- Electronic documents shall not be locked or password protected and the City of Hattiesburg (HPFL-MPO) shall retain the ability to edit and update documents, including original word processing, spreadsheet, database and mapping files and resulting Acrobat files.

SECTION IV: PROPOSAL DEVELOPMENT

Required Contents of Proposal

The detailed requirements set forth in the **Proposal Format** are mandatory. Failure by any firm(s) to respond to a specific requirement may result in disqualification. The City reserves the right to accept or reject any or all proposals. Offerors are reminded that proposals will be considered exactly as submitted. Points of clarification will be solicited from proposers at the discretion of the HPFL-MPO. Those proposals determined not to be in compliance with provisions of this RFP and the applicable law and/or regulations will not be processed. All costs incurred by the proposer associated with RFP preparations and subsequent interviews and/or negotiations, which may or may not lead to execution of an agreement, shall be borne entirely and exclusively by the proposer.

The information and proposed budget for the contractor selected for contract award will form the basis for negotiation of a contract. The HPFL-MPO reserves the right to issue a contract

without further negotiation using the data contained in the RFP. Failure of a prospective contractor to accept this method of contract development will result in cancellation of the award.

Submission **Understanding of RFP Procedures, Terms and Conditions** of proposals form must be included in the proposal.

Proposal Format

The proposal format requirements were developed to aid firms(s) in their proposal development. They also provide a structured format so reviewers can systematically evaluate several proposals. These directions apply to all proposals submitted. The purpose of the Proposal is to demonstrate the qualifications, service level, cost for services, competence and capacity of the firms seeking to become a consultant of record for the HPFL-MPO. The offeror's proposal should include a Technical Proposal which addresses all the points outlined here as required. Proposals should be held to no more than 20 pages in length; this is to include: resumes and inserts and be printed on standard 8.5" x 11" paper and be bound.

Transmittal Letter: A transmittal letter must be submitted with an offeror's proposal. The letter must include:

1. A statement of the firm's interest in the procurement and why it feels the company is best qualified to be selected.
2. The name of the person or persons authorized to make representations on behalf of the offeror, binding the firm to a contract.

Proposal Title Page: The Title Page must include:

1. The RFP "**MASTER PLAN FOR PATHWAYS**" subject.
2. Name of the firm responding, including mailing address, telephone number, **e-mail address**, and **contact person**.
3. Be labeled **Technical Proposal**.

Technical Proposal

A. Experience: The consultant team is expected to have expertise in the following areas:

- Bike and Pedestrian master planning
- Bike and Pedestrian traffic safety and intersection design
- Site plan standards and strategies for improving the current pathway system.
- Design and costing of pathway infrastructure improvements
- Non-infrastructure strategies for encouraging pathway.
- Implementation and funding strategies for pathway improvements and maintenance

B. Firm History and Project Management

Proposer is requested to define the overall structure of the firm to include the following:

1. Brief overview of firm's history, primary line of business as well as specialty areas.
2. A description of the firm's principal business location and any other service locations, including the primary office that will service the City.
3. Length of time providing services as described herein.
4. Expected communication responsibilities.
5. Discuss any impending changes in your organization that could impact the delivery of services.
6. Disclose any conflicts or perceived conflicts of interest as well as what procedures your firm utilizes to identify and resolve conflicts of interest.

C. Qualifications: Proposer is requested to provide a description of the proposed project team, staff qualifications, experience and credentials:

1. Description of service philosophy and what sets your company apart from other consulting firms.
2. Describe similar master planning efforts successfully undertaken by your company.
3. Introduce the project team by name with specific roles, qualifications, experience, present client load, and distribution of responsibilities.

4. Indicate current responsibilities of person designated to serve as lead contact for the HPFL-MPO.
5. State level of organizational responsibility of key project staff members.
6. Include certifications held by Proposer's personnel.
7. Indicate back-up support capability.

D. Scope of Services: As indicated above, please include a detailed explanation of services offered, as they relate to the Scope of Services provided herein, and your recommended approach to addressing the MPO's needs. Include any services offered by your firm that may be above and beyond the Scope of Services indicated by the City.

E. References: Proposer is requested to provide a list of references with the RFP:

1. Provide the contact names and telephone numbers of three (3) references, preferably other municipalities.
2. Include name of the client, address, telephone number, and name of main contact.

V. PROPOSAL EVALUATION

A. Criteria

The Selection Committee will evaluate proposals based on the factors outlined below which shall be applied to all eligible, responsive proposals in selecting the successful offeror. Award of such a contract may be made without discussion with proposers after responses are received. Proposals should, therefore, be submitted on the most favorable terms. The City reserves the right to void the contract if the successful proposer cannot perform services specified by the proposer's response. Proposal evaluation criteria will be grouped into percentage factors as follows:

1. Responsiveness and completeness of the written proposal with regard to RFP specifications and requirements (overall quality of submittal). **20%**
2. Approach and methodology of how Consultant will meet MPO's objectives for the project. **20%**
3. Demonstrated and proven successful experience in developing pathway master plans in a multi-jurisdictional (MPO or Countywide) setting. **30%**
4. Demonstrated experience in the development of pathway suitability maps. **10%**
5. Qualifications, expertise, and availability of key personnel assigned to the project. **20%**

The relative merits of all proposals will be determined at the sole discretion of the Selection Committee. The successful candidate will be required to enter into a written agreement with the City of Hattiesburg. This agreement will last for the period of time it is estimated to complete this study. The City of Hattiesburg reserves the rights to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected. The HPFL-MPO will choose the proposal(s) that best fits its needs.

VI. SUBMISSION OF PROPOSALS

Final sealed proposals must be received by the City of Hattiesburg City Clerk Office no later than 10:00 a.m. (Central Standard Time) local time on the proposal closing date specified on the cover of this document. Late proposals will not be accepted nor considered.

All proposals must be sealed and clearly marked with the Proposer’s name and labeled with the RFP# provided on the cover of this document and the name of the RFP, “MASTER PLAN FOR PATHWAYS”. Proposers must allow sufficient lead-time to ensure receipt of their proposals by the time specified. HPFL-MPO nor the City of Hattiesburg will not be responsible for a carrier’s failure to deliver. An original plus 6 copies of the proposal of the complete proposal response must be delivered to the following:

Physical Address

Office of the City Clerk – 2nd Floor City Hall
City of Hattiesburg
200 Forrest Street
Hattiesburg, Ms 39401

Or

Mailing Address

Office of the City Clerk – 2nd Floor City Hall
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Schedule of Activities

Please note that dates are subject to change based on HPFL-MPO and City of Hattiesburg needs.

<u>Item</u>	<u>Date</u>
RFP Issue Date	Nov 18, 2013
Proposal Inquiry Deadline	Dec 13, 2013
Response in Writing, to Questions	Dec 20, 2013
Closing Date for Receipt of Proposals	Jan 09, 2014, 10:00 am, CDT
Bid Openings	Jan 09, 2014, 10:00 am, CDT
Discussions/Negotiations	Jan 16, 2014
Anticipated Notice to Proceed	Feb 05, 2014
Full Implementation to Satisfaction HPFL-MPO	Dec 31, 2014

The City of Hattiesburg (HPFL-MPO) reserves the right to reject any or all Proposals, or any parts thereof, waive formalities, negotiate terms and conditions, and to select the consultant and service options that best meet the needs of the City of Hattiesburg and the Hattiesburg Urbanized Area. The project objective is to provide a blueprint for the future pathway needs of the community. It is expected that all vendors will be able to furnish satisfactory evidence that they have the ability, experience, and capital to enable them to complete this project. Within thirty (30) days from receiving notice that the HPFL-MPO has awarded the contract, the firm awarded the contract shall submit to the HPFL-MPO an action plan and timetable for a proposed scope of services. This project is funded by the City of Hattiesburg with reimbursement of 80% of the cost by the HPFL Metropolitan Planning Organization for a project total budget of \$40,000

Understanding of RFP Procedures, Terms and Conditions
(To be returned with proposal submission)

Invitation to Submit Proposals
City of Hattiesburg, Mississippi (HPFL-MPO)

I acknowledge I have read and understand all procedures and requirements of the above referenced RFP and have complied fully with the general terms and conditions outlined in the RFP.

Contractor: _____

Representative’s Signature: _____

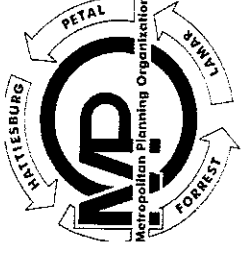
Representative’s Printed Name: _____

Date: _____

**Request for Proposals
Pathways Master Plan**
For The

HATTIESBURG URBANIZED AREA

Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization



RFP# MPO #2013-1001



**RFP DUE: 10:00PM (CST)
January 9, 2014**

CONTACT:

Andrew Ellard

City of Hattiesburg, Mississippi
Department of Federal and State Programs
HPFL-MPO
P.O. Box 1898
Hattiesburg, MS 39403-1898
601-554-1006 Office

TO THE HATTIESBURG AMERICAN: Publish on November 22nd and November 29th, as a legal ad and furnish City of Hattiesburg with Two (2) Proofs of Publication.

Request for Proposals
Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization
PUBLIC NOTICE

MASTER PLAN FOR PATHWAYS

Planners, architects, landscape architects and other related professionals are requested to submit a proposal to provide professional services for the development of a Master Plan for Pathways in the urbanized area of the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL MPO). The boundary area for the project, which is the adopted urbanized area, is identified at <http://government.hattiesburgms.com/city-departments/federal-a-state-programs/metropolitan-planning-organization>.

The goal of the **Master Plan for Pathways** is to create an actionable plan for the development of sidewalks, bicycle lanes paths, blueways and recreational trails that will improve non-motorized transportation networks throughout the urbanized area, promote recreation opportunities, and improve connectivity and safety in accessing major employers and areas of economic activity. The Master Plan for Pathways should take into consideration similar plans for development of pathways as well as trends in population movement and local economic activity.

The intended outcome of this project is a planning document that complements the MPO's Long-Range Transportation Plan (2009-2035) by way of specific attention to pathways, which local jurisdictions will find useful in planning and implementing pathway projects.

The plan shall be delivered within a budget of \$40,000.00.

The Request for Proposals application can be found on the MPO's website at <http://government.hattiesburgms.com/city-departments/federal-a-state-programs/metropolitan-planning-organization>. Questions regarding the project should be submitted to Christine Brown, MPO Division Manager, at mpos@hattiesburgms.com. Questions and answers will be posted periodically at this website. Interested professionals should deliver six copies of proposals and one PDF version on a flash drive or CD by 10:00 a.m. on January 9, 2014 to:

Physical Address:
Office of the City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

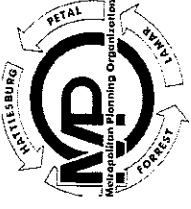
Mailing Address:
Office of the City Clerk
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

PUBLISHED by the Order of the Council on the 19th day of November A.D., 2013.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Connie Everett (x)
Connie Everett
City Clerk

(SEAL)



REQUEST FOR PROPOSALS

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I. CONDITIONS AND STIPULATIONS

II. BACKGROUND INFORMATION ON THE HPFL-MPO

III. SCOPE OF SERVICES

- Phase I – Identify Project Goals and Community Goals and Objectives
- Phase II – Identify Existing Deficiencies and Future Needs
- Phase III – Evaluate and Prioritize Capital Improvement Needs
- Phase IV – Develop Pathway Design Guide
- Phase V – Develop Funding Strategies
- Phase VI - Prepare Final Master Plan Report and Pathway Design Guide

IV. PROPOSAL DEVELOPMENT

- Required Contents of Proposal
- Technical Proposal
- Additional Comments

V. PROPOSAL EVALUATION

VI . SUBMISSION OF PROPOSALS

Attachment 1

Understanding of RFP Procedures, Terms and Conditions

SECTION I: CONDITIONS AND STIPULATIONS

The Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (MPO) is seeking proposals from qualified and professional consulting firms to work with the MPO in development of a Pathway Master Plan for the entire Hattiesburg Urban Area Metropolitan Planning Organization (MPO).

The following jurisdictions are located within the MPO boundary: City of Hattiesburg, City of Petal, Forrest County (portion) and Lamar County (portion).

This Request for Proposal (RFP) describes the elements requested for inclusion in the proposal. It is expected that this master plan will become a strong planning tool for MPO-member jurisdictions and that it will facilitate the orderly development of both pedestrian and bicycle modes of transportation, as well as recreational opportunities in trails and blueways. The plan is expected to:

- Create a lasting pedestrian and bicycle, trails and blueways transportation program;
- Identify convenient and on-street and off-street routes for pedestrian walking/jogging and bicycling to important nodes and destinations;
- Identify connections to other modes of transportation;
- Address the needs of all ability, age and skill levels;
- Promote safe bicycling and enhance bicycle safety.

This project is anticipated to take approximately one year to complete.

Proposals will include estimates of starting and completion dates for each phase of the project listed below based on the information contained in this Request for Proposal:

- Phase I Identify Project Goals and Community Goals and Objectives
- Phase II Identify Existing Deficiencies and Future Needs
- Phase III Evaluate and Prioritize Capital Improvement Needs
- Phase IV Develop Bike, Pedestrian and Pathway Design Guide
- Phase V Develop Funding Strategies
- Phase VI Prepare Final Master Plan Report

Under the provisions of the Freedom of Information Act, all proposals, after opening, will become public information. Unless a specific note is made to the contrary in your proposal or a subsequent contract, we will assume that your proposal conforms to the City of Hattiesburg's specifications and an award to you will bind you to comply fully with all of the following General Conditions and Stipulations.

When responding to this Request for Proposals, the consultant should propose an approach and schedule for efficiently managing involvement of key stakeholders and the general public during preparation of the Pathway Master Plan. It is expected that the approach will include both public meetings and other outreach strategies by which neighborhood organizations and other stakeholder groups may identify needs and propose capital improvement projects. Similarly, it is expected the approach will address involving a broad range of stakeholders both within and outside of local government. Due to the wide nature of the project and the multi-disciplinary nature of pathway issues, completion of this plan will require significant involvement of the public, as well as of stakeholders within local government and partner agencies. To accomplish this, the consultant will be expected to organize, prepare workshop materials, and facilitate a series of five (5) public information workshops, one to be held in each of the MPO-member jurisdiction. In addition, the consultant is expected to work closely with, receive input from, and meet frequently with the advisory group. In addition to the public and stakeholder workshops, consultant proposals are encouraged to include additional outreach strategies for seeking community input on needs, capital improvement projects, design best practices, and implementation and funding strategies.

The chosen consultant will be expected to develop and meet with a Pathway Master Plan advisory group. The consultant will develop a plan and schedule detailing proposed meetings and frequency sufficient to provide the consultant necessary guidance and gather information, ideas, and 'brainstorm' with members of this group, to update them on findings, progress, and plan future steps. These meetings will be open to the general public. Furthermore, it is envisioned the selected consultant will make a presentation of the final draft to each MPO member jurisdiction's governing body for acceptance, in addition to presenting at the MPO's Technical Committee and Policy Committee for adoption.

The City of Hattiesburg and the HPFL-MPO have budgeted \$40,000 for this project.

SECTION II: BACKGROUND INFORMATION

Mississippi Governor William Winter established the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization in August 1982. The HPFL-MPO was established when the Hattiesburg central area reached a population status of 50,000 plus. The HPFL-MPO area consists of the City of Hattiesburg, the City of Petal, a portion of Forrest County and a portion of Lamar County.

The smallest of MPO's in the State of Mississippi, representatives from the City of Hattiesburg, City of Petal, Forrest County and Lamar County, the Mississippi Department of Transportation and the Federal Highway Administration are involved in the transportation planning process for the MPO. Their purpose is to provide effective leadership in the development of transportation plans and programs.

The HPFL-MPO metropolitan urbanized area is in southeastern Mississippi that covers two counties - Forrest, Lamar.

Hattiesburg is part of the Hattiesburg Metropolitan Statistical Area. In the 2010 census, 43,685 of the city's 45,989 residents lived in Forrest County and 2,304 in Lamar County. According to the United States Census Bureau, the city of Hattiesburg has a total area of 49.7 square miles (129 km²), of which 49.3 square miles (128 km²) is land and 0.4 square miles (1.0 km²) (0.83%) is water. West Hattiesburg (a primarily commercial area in Lamar County) is part of the Hattiesburg metropolitan urbanized area. The population was 5,905 at the 2010 census. According to the United States Census Bureau, the western portion of the city of Hattiesburg has a total area of 7.2 square miles (19 km²), of which, 7.1 square miles (18 km²) is land and 0.1 square miles (0.26 km²) is water. The total area is 1.39% water.

Forrest County is a part the Hattiesburg, Mississippi Metropolitan Statistical Area. As of the 2010 census, the population was 76,894. According to the 2000 census, the county has a total area of 470 sq miles (1,217 km²) and 3.59 sq mi (9 km²) is water.

Lamar County is part of the Hattiesburg, Mississippi Metropolitan Statistical Area. As of the 2010 census, the population was 55,658. According to the 2000 census, the county has a total area of 500.49 square miles (1,296.3 km²), of which 497.07 square miles (1,287.4 km²) (or 99.32%) is land and 3.42 square miles (8.9 km²) (or 0.68%) is water.

Petal is a city in Forrest County, Mississippi, along the Leaf River. It is part of the Hattiesburg, Mississippi Metropolitan Statistical Area. The population is approximately 10,454 per the US Census estimates performed in April, 2010. According to the United States Census Bureau of 2000, the city had a total area of 9.7 square miles (25 km²), of which 9.7 square miles (25 km²) was land and 0.04 square miles (0.10 km²) (0.21%) was water. However, following an annexation effort approved in 2002, the total area of the city is now estimated at 16.87 square miles (43.7 km²)

In 2000, the total population of the HPFL-MPO study area was 93,721 persons with 91,125 persons in households, and 2,596 persons in group quarters (dorms, prisons, etc.). The household population was 67,470 in Forrest County, and 23,655 in Lamar County.

With passage of SAFETEA-LU in 2005, the needs and safety of the non-motorized segment of the transportation system were specified for inclusion in metropolitan transportation plans. The recent nature of the HPFL non-motorized network is reflected in the Pine Belt Pathways Progress Report in March of 2010. This report was accepted by the MPO Policy Committee to be included as part of the 2035 HPFL MPO Hattiesburg Urbanized Area Metropolitan Transportation Plan.

SECTION III: SCOPE OF SERVICES

PHASE 1 – Identify Project Goals and Community Goals and Objectives

Task 1A Project Goals

The purpose of the Pathways Master Plan is to provide clear priorities, tools and programs for improving the pathway environments in the Hattiesburg urbanized area. The ultimate goal is to provide a holistic master plan for a multiple-year time horizon, that can be used by transportation professionals when decisions are being made regarding funding various transportation projects. Specifically, the plan should:

- Identify the types of bicycle and pedestrian environment and travel patterns the Urbanized Area presently has in place.
- Identify the greatest needs for physical improvements over the short, medium, and long-term, and how these needs can be funded
- Detail the most effective short-term strategies for increasing walking and biking within the community and improving the pedestrian and bicycling environment
- Provide details of the specific needs and opportunities in the Hattiesburg Urbanized Area
- Pathways (Bike, Pedestrian, Trail, Blueways) Suitability Map
- Identify a good pathway (bicycle, pedestrian, trails, blueways) system, how its designed and maintained.

Task 1B Identify Community Goals and Objectives

Define the needs of pathway modes of transportation, with special emphasis to include the public/private school systems, public facilities such as the library and City parks, other important destination points in our community. The consultant will be expected to solicit input on objectives, needs and opportunities, improvement options, and recommendations from key stakeholders and from the general public.

PHASE II – Identify Existing Deficiencies and Future Needs

Identify the area's current and future pathways transportation needs based on roadway configuration (design) and future socioeconomic data, land use and travel patterns.

Task 2A Incorporate Existing Plans: The consultant shall incorporate recommendations from existing plans as policy guidance for pathway improvements.

Task 2B Future Needs: The consultant shall assess existing and future bike and pedestrian demand based upon existing data such as: population and employment; planned developments; location of major transit stops and transfer locations; and location of pedestrian generators, such as schools, universities, libraries, parks and open spaces, community centers, sporting venues, tourist destinations, hospitals, recreational trails and other pedestrian activity centers.

PHASE III – Evaluate and Prioritize Capital Improvement Needs

Task 3A Evaluate and Prioritize Needs and Develop Capital Improvement Projects

The consultant shall evaluate, prioritize, and document pathways facility needs, and develop a prioritized plan of short, medium, and long-range capital improvement projects (on a per-jurisdiction basis).

PHASE IV: Develop Bike and Pedestrian Design Guide

The Pathway Design Guide is expected to be a stand-alone document that clearly communicates how a good pathway environment is designed. It will be used to guide pathway improvements as opportunities arise through street reconstruction, property development, and other maintenance and improvement activities. The guide will incorporate Federal, State, and Local (municipally-desired) design criteria. The consultant will incorporate Americans with Disabilities Act (ADA) Accessibility Guidelines (ADAAG) into the design guide.

Task 4A Identify Design Elements: The consultant shall recommend the elements to be included in the Pathway Design Guide. The elements to be included should reflect the range of conditions and needs in the Hattiesburg Urbanized Area and may include Sidewalk Corridor Design Guidelines and Street Corner Design Guidelines.

Task 4B: Develop Typical Cross Sections

The consultant shall develop typical cross sections for various roadway right-of-way widths for those roadways identified through the master planning effort containing pedestrian or bicycle accommodations. These cross sections will be developed in a manner that can be incorporated by MPO-member jurisdictions.

Task 4C: Review of Development Regulations

The consultant will describe ideal methodologies, implementation strategies, and suggested potential improvements to development regulations and applicable ordinances as they apply to new pathway infrastructure. The consultant will review ordinances and development regulations of all MPO-member jurisdictions. The consultant will provide recommended guidelines for improvement to existing ordinance(s) and successful implementation strategies.

Phase V - Develop Funding Strategies

Prepare an implementation plan based on the project alternatives selected during the study.

Task 5A: Evaluate Existing Funding Strategies

The consultant shall evaluate existing funding strategies for maintaining, operating and improving the pathway system and recommend improvements to existing implementation and funding strategies by comparing to peer cities to determine best-practices.

Task 5B: Identify New Funding Opportunities

In addition to the existing funding strategies identified in Task 5A, the consultant shall identify potential new funding opportunities for pathway improvements, maintenance and operation. Report on updates of Safe Routes to School (SRTS) proposed in the new Federal legislation.

Task 5C: Develop Retrofit Implementation Strategies and Concept Designs

It is anticipated that in order to make needed improvements to the pathway environment, the local jurisdictions will need to implement more pathway improvements by retrofitting existing streets and sidewalks. The consultant shall prepare best practice examples on design and implementation strategies for retrofitting and/or phasing improvements, such as curb extensions, sidewalks, and widening. Inclusion of best practices which incorporate storm water management improvements with pathway improvements is desirable. In addition, the consultant shall develop conceptual designs and implementation strategies for retrofitting pathway improvements for various typical sections, including cost estimates in present-year dollars. This task includes the creation of guidelines for maintaining and improving the connectivity of the pathway system, including when gaps should be filled.

Task 5D: Develop Non-Infrastructure Strategies for Increasing Walking and Biking

The consultant should identify best practices nationally and internationally on changing travel behavior to increase the number of people walking and biking and increase the frequency of such trips through outreach, education, and special events. Examples could include biking and walking tours, health-based programs, or programmed events to create bike and pedestrian oriented street activity or public spaces. A special focus on opportunities for public education

and sharing the roadway with bicycle traffic is emphasized. Other options to be investigated include a review of roadway speed limits as it relates to bicycling based on best management practices.

Task 5E: Develop Draft Recommended Implementation and Funding Strategies

The consultant shall refine and assemble the work developed in Tasks 5A-5D based upon stakeholder and public input.

Phase VI: - Prepare Final Pathway Master Plan Report

The consultant shall assemble the completed technical work and integrate into a final Pathway Master Plan report.

Final Presentation

In addition to a written Executive Summary, the consultant will be expected to make a variety of public presentations to the public and stakeholders, MPO Technical Committee and MPO Policy Committee, as well as the project advisory group. The consultant must provide:

- Various printed materials to be presented and distributed at workshops, advisory meetings, council meetings, MPO meetings, etc. as the consultants proposed plan may necessitate.

Deliverables

- Development and ongoing updates to a new Pathway section to be added to the City of Hattiesburg's Department of Federal and State Programs website.
- Bicycle Suitability Map: 25 print copies + electronic version
- Bicycle and Pedestrian Master Plan: 25 copies + electronic version
- Bicycle and Pedestrian Design Guide: 25 copies + electronic version
- Local Advertisement and promotion of public input opportunities

• Copies of all digital files including:

- The finished Plan
- Any and all graphics
- Technical drawings, photographs, maps and GIS files, including metadata
- Items used to promote the Plan
- Any of the above items used for public meetings

Document accessibility and ownership:

- All documents, printed or electronically produced as part of this project shall be the property of the City of Hattiesburg, the HPFL-MPO, and MDOT.
- The City of Hattiesburg (HPFL-MPO) shall remain free to copy and edit any and all documents and presentation materials, electronic or otherwise.
- Electronic documents shall not be locked or password protected and the City of Hattiesburg (HPFL-MPO) shall retain the ability to edit and update documents, including original word processing, spreadsheet, database and mapping files and resulting Acrobat files.

SECTION IV: PROPOSAL DEVELOPMENT

Required Contents of Proposal

The detailed requirements set forth in the **Proposal Format** are mandatory. Failure by any firm(s) to respond to a specific requirement may result in disqualification. The City reserves the right to accept or reject any or all proposals. Offerors are reminded that proposals will be considered exactly as submitted. Points of clarification will be solicited from proposers at the discretion of the HPFL-MPO. Those proposals determined not to be in compliance with provisions of this RFP and the applicable law and/or regulations will not be processed. All costs incurred by the proposer associated with RFP preparations and subsequent interviews and/or negotiations, which may or may not lead to execution of an agreement, shall be borne entirely and exclusively by the proposer.

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2. Name of the firm responding, including mailing address, telephone number, **e-mail address**, and **contact person**.
3. Be labeled **Technical Proposal**.

Technical Proposal

A. Experience: The consultant team is expected to have expertise in the following areas:

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V. PROPOSAL EVALUATION

A. Criteria

The Selection Committee will evaluate proposals based on the factors outlined below which shall be applied to all eligible, responsive proposals in selecting the successful offeror. Award of such a contract may be made without discussion with proposers after responses are received. Proposals should, therefore, be submitted on the most favorable terms. The City reserves the right to void the contract if the successful proposer cannot perform services specified by the proposer's response. Proposal evaluation criteria will be grouped into percentage factors as follows:

1. Responsiveness and completeness of the written proposal with regard to RFP specifications and requirements (overall quality of submittal). **20%**
2. Approach and methodology of how Consultant will meet MPO's objectives for the project. **20%**
3. Demonstrated and proven successful experience in developing pathway master plans in a multi-jurisdictional (MPO or Countywide) setting. **30%**
4. Demonstrated experience in the development of pathway suitability maps. **10%**
5. Qualifications, expertise, and availability of key personnel assigned to the project. **20%**

The relative merits of all proposals will be determined at the sole discretion of the Selection Committee. The successful candidate will be required to enter into a written agreement with the City of Hattiesburg. This agreement will last for the period of time it is estimated to complete this study. The City of Hattiesburg reserves the rights to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected. The HPFL-MPO will choose the proposal(s) that best fits its needs.

VI. SUBMISSION OF PROPOSALS

Final sealed proposals must be received by the City of Hattiesburg City Clerk Office no later than 10:00 a.m. (Central Standard Time) local time on the proposal closing date specified on the cover of this document. Late proposals will not be accepted nor considered.

All proposals must be sealed and clearly marked with the Proposer’s name and labeled with the RFP# provided on the cover of this document and the name of the RFP, “MASTER PLAN FOR PATHWAYS”. Proposers must allow sufficient lead-time to ensure receipt of their proposals by the time specified. HPFL-MPO nor the City of Hattiesburg will not be responsible for a carrier’s failure to deliver. **An original plus 6 copies of the proposal of the complete proposal response must be delivered to the following:**

Physical Address

Office of the City Clerk – 2nd Floor City Hall
City of Hattiesburg
200 Forrest Street
Hattiesburg, Ms 39401

Or

Mailing Address

Office of the City Clerk – 2nd Floor City Hall
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Schedule of Activities

Please note that dates are subject to change based on HPFL-MPO and City of Hattiesburg needs.

<u>Item</u>	<u>Date</u>
RFP Issue Date	Nov 18, 2013
Proposal Inquiry Deadline	Dec 13, 2013
Response in Writing, to Questions	Dec 20, 2013
Closing Date for Receipt of Proposals	Jan 09, 2014, 10:00 am, CDT
Bid Openings	Jan 09, 2014, 10:00 am, CDT
Discussions/Negotiations	Jan 16, 2014
Anticipated Notice to Proceed	Feb 05, 2014
Full Implementation to Satisfaction HPFL-MPO	Dec 31, 2014

The City of Hattiesburg (HPFL-MPO) reserves the right to reject any or all Proposals, or any parts thereof, waive formalities, negotiate terms and conditions, and to select the consultant and service options that best meet the needs of the City of Hattiesburg and the Hattiesburg Urbanized Area. The project objective is to provide a blueprint for the future pathway needs of the community. It is expected that all vendors will be able to furnish satisfactory evidence that they have the ability, experience, and capital to enable them to complete this project. Within thirty (30) days from receiving notice that the HPFL-MPO has awarded the contract, the firm awarded the contract shall submit to the HPFL-MPO an action plan and timetable for a proposed scope of services. This project is funded by the City of Hattiesburg with reimbursement of 80% of the cost by the HPFL Metropolitan Planning Organization for a project total budget of \$40,000

Understanding of RFP Procedures, Terms and Conditions
(To be returned with proposal submission)

Invitation to Submit Proposals
City of Hattiesburg, Mississippi (HPFL-MPO)

I acknowledge I have read and understand all procedures and requirements of the above referenced RFP and have complied fully with the general terms and conditions outlined in the RFP.

Contractor: _____

Representative's Signature:  _____

Representative's Printed Name: Johnny L. DuPre

Date: 11-19-13



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2013-0746

File ID: 2013-0746

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/12/2013

Brief Title: Privilege License Report

Final Action:

Minute Book Number: MB2013-350

Title:

Acknowledge receipt of Privilege License report for the month of October, 2013 from the Tax Department, as per recommendation.

Notes:

Sponsors:

Enactment Date:

Attachments: New Licenses for October, Renewed License for October 2013, Memo for October breakdown

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/19/2013					

Text of Legislative File 2013-0746

Title

Acknowledge receipt of Privilege License report for the month of October, 2013 from the Tax Department, as per recommendation.

Summary

Privilege License Report.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PRIVILEGE LICENSE MONTHLY REPORT
October 2013

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0132074	20.00		IMPREZZ STUDIO 215 BROADWAY DR., STE 65 HATTIESBURG, MS 39401
0132089	30.00		MCDONALD'S 5901 HWY 49 N (INSIDE OF WAL-MART) HATTIESBURG, MS 39402
0132090	20.00		BLESSED 715 QUINN ST HATTIESBURG, MS 39401
0132119	20.00		SWEET RESULTS WEIGHT LOSS CLINIC 1707 LINCOLN ROAD, SUITE D & E HATTIESBURG, MS 39401
0132136	20.00		GADSBY'S GOOD GRUB 1170 RICHBURG RD HATTIESBURG, MS 39402
0132143	20.00		AMELAINE, LLC 6555 US HWY 98 STE 7 HATTIESBURG, MS 39402
0132154	150.00	123.00	CHANNEL CONTROL MERCHANTS, LLC 6892 HWY 49 N HATTIESBURG, MS 39403
0132161	40.00		DSW LEASED BUSINESS DIVISION LLC 1000 TURTLE CREEK DR. COLUMBUUS, OH 43219
0132172	20.00		FLOR CLEANING SERVICE 119 NORA ST. HATTIESBURG, MS 39401
0132183	20.00		EZVAPORS, LLC 6051 HWY 98 WEST, UNIT 5 BILOXI, MS 39532
0132223	30.00		MCHARD & ASSOCIATES, PLLC 15 MILLBRANCH RD HATTIESBURG, MS 39402
0132230	20.00		GOLDEN HARA MASSAGE STUDIO 610 ADELINE ST. STE 1-C HATTIESBURG, MS 39402
0132231	30.00		SECURITY BLANKET, INC 48 LIBERTY PLACE, STE 3 HATTIESBURG, MS 39404

PRIVILEGE LICENSE MONTHLY REPORT
October 2013

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0132232	20.00		OCCASIONS QUALITY CATERING 2508 W. 7TH STREET HATTIESBURG, MS 39401
0132265	20.00		WADADA PAYDAY & TITLE LOAN CO., LLC 28 MARKET COURT, STE 9 & 10 HATTIESBURG, MS 39402
0132272	20.00		SPECIALIZED WHOLESALE 1410 W. PINE ST HATTIESBURG, MS 39401
0132273	20.00		DUSTLESS DIVAS CLEANING 124 COOPER ST HATTIESBURG, MS 39401
0132282	20.00		SYLVANIA LIGHTING SERVICES CORP 100 ENDICOTT ST DANVERS, MA 01923
0132297	20.00		MATTHEWS AND STROUD, PLLC 48 LIBERTY PLACE #2 HATTIESBURG, MS 39401
0132298	30.00		MED PLUS EXPRESS CARE CLINIC 6169 HWY 98 W., STE 30 HATTIESBURG, MS 39404

20	590.00	123.00	

PRIVILEGE LICENSE MONTHLY REPORT
October 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0132053	25.00		ADVANTAGE PHARMACY LLC 6375 HWY 98 W. SUITE 50 HATTIESBURG, MS 39402
0132054	60.00		MARSALIS MECHANICAL CONTRACTOR, INC 2012 NATCHEZ DR MCCOMB, MS 39648
0132055	20.00		ALTERATION SERVICES & MORE LLC 2013 HARDY ST. HATTIESBURG, MS 39401
0132056	80.00		MISSISSIPPI TANK COMPANY 3000 W. 7TH ST HATTIESBURG, MS 39403
0132057	20.00		TWIST & TASTE YOGURT 3901 HARDY STREET, SUITE 30 HATTIESBURG, MS 39402
0132058	20.00		CASH SOURCE OF HATTIESBURG, LLC 1404 WEST PINE ST. HATTIESBURG, MS 39401
0132059	20.00		EAGLE TIRE & SERVICE 4934 HARDY ST. HATTIESBURG, MS 39404
0132060	20.00		KIM'S NAIL SALON 28 MARKET COURT ST. SUITE 30 HATTIESBURG, MS 39402
0132061	20.00		ED PITTMAN, JR. ATTORNEY 5295 OLD HWY 11, STE 3 HATTIESBURG, MS 39402
0132062	35.00		SIDELINES SPORTS CAFE 2763 OAK GROVE RD. STE 30 HATTIESBURG, MS 39402
0132063	60.00		ROBERTS COMPANY, INC. 1612 ADELINE STREET HATTIESBURG, MS 39404
0132064	75.00		WATTS BROTHERS TRACTOR COMPANY 7061 US HWY 49 HATTIESBURG, MS 39402
0132065	20.00		STRAHAN AUTO SALES 1913 PINE STREET HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
October 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0132066	20.00		SOUTHERN MISSISSIPPI NEONATOLOGY PA FORREST GENERAL HOSPITAL HATTIESBURG, MS 39402
0132067	20.00		JAY JERNIGAN 631 MAIN ST. STE D HATTIESBURG, MS 39403
0132068	20.00		ROBERTS COMPANY INC - WAREHOUSE 700 RONIE ST HATTIESBURG, MS 39404
0132069	20.00		COLOR WORKS #22 COUNTRY CLUB LANE HATTIESBURG, MS 39402
0132070	30.00		CAR FINDERS, INC 5057 HWY 42 E HATTIESBURG, MS 39401
0132071	60.00		DEAN MCCRARY KIA 603 BROADWAY DRIVE HATTIESBURG, MS 39401
0132072	1,535.00		TARGET STORE T-2055 6143 US HWY 98 SUITE 8D MINNEAPOLIS, MN 55440
0132073	30.00	3.30	N.E.E.D.S. II 166 OLD AIRPORT RD HATTIESBURG, MS 39401
0132075	20.00		WIREWORLD ELECTRICAL LLC 53 ROUSE RD HATTIESBURG, MS 39401
0132076	20.00		MOLLY MAID OF HATTIESBURG 1513 HARDY ST HATTIESBURG, MS 39401
0132077	72.00		DOLEAC ELECTRIC CO. 1120 FINLO DR. HATTIESBURG, MS 39401
0132078	20.00		LIL' TIRE COMPANY 1900 BROADWAY DRIVE PURVIS, MS 39475
0132079	25.00		SOUTHERN INTERIORS 6390 HWY 98 W. HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
October 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0132080	30.00		GREER DENTAL CLINIC 6046 U.S. HWY 49 HATTIESBURG, MS 39401
0132081	30.00		OPTOMETRIC CLINIC P.A. 600 W. PINE ST. HATTIESBURG, MS 39401
0132082	48.00		WATERS INTERNATIONAL TRUCKS, INC. 80 S & K DRIVE HATTIESBURG, MS 39403
0132083	32.50		ARMSTRONG MCCALL BEAUTY SUPPLY 5268 OLD HWY 11 SUITE 3 GULFPORT, MS 39503
0132084	20.00		PETAL MUFFLER & GLASS 5383 HWY 42 HATTIESBURG, MS 39401
0132085	25.00		THE COPPER PEACOCK LLC 6565 HWY 98, STE 90 HATTIESBURG, MS 39402
0132086	72.00		PRIORITYONE BANK 6276 HWY 98 WEST HATTIESBURG, MS 39402
0132087	150.00		GATTITOWN #520 4600 HARDY ST., STE 32 AUSTIN, TX 78701
0132088	30.00		CRIMSON ELECTRICAL CONTRACTOR 21 CRESTWICK CIRCLE HATTIESBURG, MS 39404
0132091	45.00		SMITH PAINTING & CONTRACTING INC. 652 W 4TH STREET HATTIESBURG, MS 39401
0132092	200.00		BUMPER TO BUMPER 1009 SCOoba ST. LITTLE ROCK, AR 72203
0132093	50.00		VERIZON WIRELESS 6123 HWY 98 WEST MONSEY, NY 10952
0132094	40.00		COMMERCIAL STATIONERY COMPANY, INC 723 SCOoba STREET HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
October 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0132095	80.00		EXCEL INJECTION MOLDING INC 977 SULLIVAN DR HATTIESBURG, MS 39401
0132096	20.00		SCARLETT'S 3104 SOUTHAVEN DR. HATTIESBURG, MS 39402
0132097	51.00		MCARTHUR, THAMES, SLAY & DEWS, PLLC #1 COMMERCE DR. STE. 100 HATTIESBURG, MS 39404
0132098	20.00		SIGN LITE, LLC 1490 I-10 SERVICE RD SLIDELL, LA 70461
0132099	20.00		THRASH DEVELOPMENT 18 BELLEGRASS BLVD HATTIESBURG, MS 39402
0132100	20.00		MACK'S HEATING AND AIR 697 LAMPTON HILLTOP RD. COLUMBIA, MS 39429
0132101	20.00		C SHARPE CO 22657 CANAL RD ORANGE BEACH, AL 36561
0132102	20.00		SOUTHEAST AVIATION SERVICES, INC. H'BURG MUNICIPAL AIRPORT HATTIESBURG, MS 39401
0132103	150.00		HATTIESBURG COCA-COLA BOTTLING CO. HWY 98 WEST HATTIESBURG, MS 39404
0132104	40.00		SALLY'S BEAUTY SUPPLY #2859 5891 US HWY 49 STE. 50 DENTON, TX 76202
0132105	30.00		DOWNTOWN MEDICAL ASSOCIATES 511 WEST LAUREL AVE. HATTIESBURG, MS 39401
0132106	150.00		HATTIESBURG CLINIC P.A. 415 S. 28TH AVE. HATTIESBURG, MS 39401
0132107	78.00		CHILDREN'S CLINIC #5 MEDICAL BLVD. HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
October 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0132108	30.00		WESLEY MEDICAL GROUP 2109 HARDY ST HATTIESBURG, MS 39404
0132109	150.00		WESLEY MEDICAL CENTER 5001 HARDY STREET HATTIESBURG, MS 39404
0132110	20.00		REPASKY LOTT & COMPANY (GOLD BUYERS) 5910 HWY 49, SUITE 20 PURVIS, MS 39475
0132111	30.00		PARKER'S LANDSCAPE SERVICE, LLC 1951 MCINNIS LOOP HATTIESBURG, MS 39402
0132112	20.00		CONFETTI KIDS 24 CROSS CREEK PKWY, STE 90 HATTIESBURG, MS 39402
0132113	30.00		WESTGATE CLEANERS & LAUNDRY 108 S. 37TH AVE. HATTIESBURG, MS 39401
0132114	20.00		HUB CITY BREAD COMPANY LLC 3705 HARDY ST, STE 20 HATTIESBURG, MS 39402
0132115	60.00		WAFFLE HOUSE #235 6512 HWY 49 N NORCROSS, GA 30091
0132116	60.00		WAFFLE HOUSE #665 6737 US HWY 49 N NORCROSS, GA 30091
0132117	60.00		WAFFLE HOUSE #682 4406 W. HARDY ST. NORCROSS, GA 30091
0132118	10.00	4.50	SUPER KING BUFFET, INC. 4591 HARDY STREET HATTIESBURG, MS 39402
0132120	35.00	9.70	SHELTON PLACE 815 1/2 EAST 7TH ST. HATTIESBURG, MS 39401
0132121	45.00		SUPER KING BUFFET, INC. 4591 HARDY STREET HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
October 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0132122	20.00		MCILWAIN SERVICES 12051 NATHAN JORDAN RD MILLRY, AL 36558
0132123	54.00		MOLPUS TIMBERLAND MAMAGEMENT 178 BONHOMIE ROAD HATTIESBURG, MS 39402
0132124	30.00		WALKER ASSOCIATES 2203 HARDY STREET HATTIESBURG, MS 39404
0132125	20.00		MAC'S TRIANGLE SERVICE 301 BROADWAY DR. HATTIESBURG, MS 39401
0132126	20.00		ADVANTAGE MEDICAL & PHARMACEUTICAL 6375 HWY 98 W, SUITE 40 HATTIESBURG, MS 39402
0132127	80.00		USA YEAST COMPANY, LLC 457 TATUM INDUSTRIAL DRIVE HATTIESBURG, MS 39401
0132128	20.00		P & C CONSTRUCTION 2500 EAST 18TH ST CHATTANOOGA, TN 37404
0132129	20.00		D'OR INTERNATIONAL 1000 TURTLE CRRK DR., UNIT K-1 SUGAR LAND, TX 77478
0132130	20.00		TREASURES 1000 TURTLE CREEK DR., UNIT K-6 SUGAR LAND, TX 77478
0132131	15.00		DOLLAR GENERAL #1039* 1909 HARDY ST GOODLETTSVILLE, TN 37072
0132132	15.00		DOLLAR GENERAL STORE #9731 2603 OAK GROVE ROAD GOODLETTSVILLE, TN 37072
0132133	15.00		DOLLAR GENERAL STORE #4111 2099 LINCOLN RD HATTIESBURG MS GOODLETTSVILLE, TN 37072
0132134	15.00		DOLLAR GENERAL #1717 5021 HWY 42 GOODLETTSVILLE, TN 37072

PRIVILEGE LICENSE MONTHLY REPORT
October 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0132135	15.00		DOLLAR GENERAL #8538 7068 HIGHWAY 49, HATTIESBURG, MS GOOGLETTSVILLE, TN 37072
0132137	20.00		MOORES LOCK & KEY LLC 408 NORTH STREET HATTIESBURG, MS 39401
0132138	20.00		OAK GROVE ANTIQUES AND MORE 5315 OLD HWY 11 SUITE 7 HATTIESBURG, MS 39402
0132139	30.00		NAILSHOP 1000 TURTLE CREEK DR. #720 HATTIESBURG, MS 39402
0132140	20.00		CHECK NOW, INC #299 1815 HARDY ST. MOSS POINT, MS 39563
0132141	30.00		DOMINOS PIZZA #5922 6061 HWY 98 WEST GULFORT, MS 39503
0132142	30.00		CURVES BROW BAR 1000 TURTLE CREEK DR., STE 615 SUGARLAND, TX 77479
0132144	20.00		VANITY BEAUTY SALON 104 S 37TH AVE, STE 3 HATTIESBURG, MS 39402
0132145	20.00		TOTAL TRIM, INC. 3110 KENDALL DRIVE FLORENCE, AL 35630
0132146	20.00		BRIM CONSTRUCTION GROUP, INC 1536 AZALEA RD MOBILE, AL 36693 MOBILE, AL 36691
0132147	20.00		FLOYD ELECTRIC 1204 GRAVELINE ST. HATTIESBURG, MS 39401
0132148	30.00		TURTLE CREEK MALL OFFICE 1000 TURTLE CREEK DR. STE 290 HATTIESBURG, MS 39402
0132149	20.00		EXPRESS CHECK ADVANCE OF MS, LLC 3901 HARDY STREET SUITE 20 SPARTANBURG, SC 29304

PRIVILEGE LICENSE MONTHLY REPORT
October 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0132150	92.50		SHOE DEPT ENCORE #387 1000 TURTLE CREEK DR. CONCORD, NC 28026
0132151	50.00		SHOE SHOW #388 1000 TURTLE CREEK DR. #640 CONCORD, NC 28026
0132152	90.00		JAY-VAN COMPANY 24 BONHOMIE ST HATTIESBURG, MS 39404
0132153	20.00		QUICK SHOP 5729 HWY 49 S, UNIT 2 HATTIESBURG, MS 39401
0132155	150.00	105.00	CHANNEL CONTROL MERCHANTS, LLC 6892 HWY 49 N HATTIESBURG, MS 39403
0132156	150.00	87.00	CHANNEL CONTROL MERCHANTS, LLC 6892 HWY 49 N HATTIESBURG, MS 39403
0132157	150.00	69.00	CHANNEL CONTROL MERCHANTS, LLC 6892 HWY 49 N HATTIESBURG, MS 39403
0132158	150.00	51.00	CHANNEL CONTROL MERCHANTS, LLC 6892 HWY 49 N HATTIESBURG, MS 39403
0132159	150.00	33.00	CHANNEL CONTROL MERCHANTS, LLC 6892 HWY 49 N HATTIESBURG, MS 39403
0132160	150.00		CHANNEL CONTROL MERCHANTS, LLC 6892 HWY 49 N HATTIESBURG, MS 39403
0132162	20.00		CURRY & CURRY PLLC 108 NORTH 38TH AVENUE HATTIESBURG, MS 39401
0132163	32.50	6.50	WOLFE GANG MUSIC 1206-A HARDY ST HATTIESBURG, MS 39401
0132164	20.00		STORAGE CHOICE HATTIESBURG LLC 70 OLD RAWLS SPRING RD. HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
October 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0132165	20.00		AMERICAN AIR SPECIALIST OF MS 199 SULLIVAN-KILRAW RD. HATTIESBURG, MS 39403
0132166	40.00		JERRY'S AUTOMOTIVE REPAIR, INC. 5101 HWY 42 BYPASS HATTIESBURG, MS 39401
0132167	45.00		TOPHER'S ROCK N ROLL GRILL 5252 OLD HWY 11 HATTIESBURG, MS 39401
0132168	20.00		MEDICAL ANALYSIS 6333 US HWY 49 STE 10 BILOXI, MS 39535
0132169	50.00		DOLLAR TREE #345 6143 HWY 98 SUITE 90 CHESAPEAKE, VA 23320
0132170	20.00		MAIN STREET BOOKS 210 SOUTH MAIN STREET HATTIESBURG, MS 39401
0132171	20.00		MISSISSIPPI MOTORS 1600 WEST PINE STREET HATTIESBURG, MS 39401
0132173	45.00	10.80	HOUSE OF BLUES II BAR & GRILL 1207 W PINE ST HATTIESBURG, MS 39402
0132174	20.00		CHECK XPRESS, INC. 6051 HWY 98 WEST SUITE 1 HUNTSVILLE, AL 35816
0132175	20.00		HONEY BAKED HAM & CAFE 4600 HARDY STREET, STE. 10 HATTIESBURG, MS 39402
0132176	20.00		CAMPER CITY 7166 HWY 49 N HATTIESBURG, MS 39402
0132177	20.00		DALEY CONSTRUCTION MANAGEMENT 425 CHOCKTAW ROAD CARSON, MS 39427
0132178	20.00		AZTEC MOTORS 1500 C NORTH MAIN ST. LAUREL, MS 39440

PRIVILEGE LICENSE MONTHLY REPORT
October 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0132179	25.00		HUB CITY FASHIONS 4400 HARDY ST., STE A8-A9 HATTIESBURG, MS 39402
0132180	20.00		SUNGLASS HUT #4753 1000 TURTLE CREEK DR. MASON, OH 45040
0132181	20.00	2.20	COMFORT SUITES 122 PLAZA DR. INDIANAPOLIS, IN 46241
0132182	35.00	9.70	COMFORT INN 6541 HWY 49 N INDIANAPOLIS, IN 46241
0132184	40.00		DUMAS MOTEL 1306 CORINNE ST. HATTIESBURG, MS 39401
0132185	33.00		SOUTHEASTERN CONSTRUCTION 20 HEGWOOD ROAD HATTIESBURG, MS 39402
0132186	200.00		HUGHES SUPPLY 103 INDUSTRIAL BLVD ARDMORE, PA 19003
0132187	20.00		JOHNSON & RATLIFF & HAYS, PLLC 1300 HARDY ST HATTIESBURG, MS 39404
0132188	20.00		MOTHERHOOD MATERNITY #1306 1000 TURTLE CREEK DRIVE PHILADELPHIA, PA 19123
0132189	33.00		MOVIE STAR RESTAURANT 5213 OLD HWY 11 HATTIESBURG, MS 39402
0132190	20.00		LARGESSE JEWELRY & GIFTS 1000 TURTLE CREEK DR, STE 320 HATTIESBURG, MS 39402
0132191	62.50		AUTOMOTIVE GLASS SPECIALIST, INC 607 ADELINE STREET HATTIESBURG, MS 39401
0132192	30.00		MASON FOREST PRODUCTS, INC. 6975 HWY 49 N. HATTIESBURG, MS 39404

PRIVILEGE LICENSE MONTHLY REPORT
October 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0132193	30.00		UNITED RENTALS (NORTH AMERICA), INC 5595 HWY 49 SOUTH TEMPLE TERRACE, FL 33637
0132194	20.00		MATERIAL GIRLS LLC 24 CROSSCREEK PKWY, STE 240 FLOWOOD, MS 39232
0132195	60.00		HATTIESBURG CLINIC 104 MILLSAPS DR. HATTIESBURG, MS 39401
0132196	150.00		VICTORIA'S SECRET #616 1000 TURTLE CREEK DR, SUITE 150 COLUMBUS, OH 43218
0132197	32.50		BATH & BODY WORKS #788 1000 TURTLE CREEK DRIVE SPACE #410 COLUMBUS, OH 43218
0132198	20.00	4.80	1914 WEST PINE ESTATE AUCTION 1914 WEST PINE ESTATE AUCTION HATTIESBURG, MS 39402
0132199	20.00	2.40	1914 WEST PINE ESTATE AUCTION 1914 WEST PINE ESTATE AUCTION HATTIESBURG, MS 39402
0132200	30.00		VILLA PIZZA 1000 TURTLE CREEK DR. MORRISTOWN, NJ 07960
0132201	20.00		THE DANCE PLACE 99 N 25TH AVE HATTIESBURG, MS 39401
0132202	20.00		AVIS 6405 HWY 49 PARSIPPANY, NJ 07054
0132203	30.00		EYE EXAMINERS, INC 6117 US HWY 98 STE 20 HATTIESBURG, MS 39404
0132204	20.00		CHECK INTO CASH 4700 HARDY ST., SUITE V CLEVELAND, TN 37311
0132205	30.00		MASTERCUTS #2538 1000 TURTLE CREEK DR MINNEAPOLIS, MN 55439

PRIVILEGE LICENSE MONTHLY REPORT
October 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0132206	50.00		IT'S FASHION METRO #7629 5912 HWY 49, SUITE A-1B CHARLOTTE, NC 28234
0132207	62.50		BURKE'S OUTLET #460-711110 5912 HWY 49 BRADENTON, FL 34208
0132208	75.00		HIBBETT SPORTS #440 5912 HWY 49 SPACE A2 BIRMINGHAM, AL 35211
0132209	92.50		HIBBETT SPORTS #69 1000 TURTLE CREEK DRIVE BIRMINGHAM, AL 35211
0132210	90.00		REDBOX AUTOMATED RETAIL, LLC 5093 HARDY ST HATTIESBURG, MS OAKBROOK TERRACE, IL 60181
0132211	45.00		REDBOX AUTOMATED RETAIL, LLC 5901 HWY 49 S HATTIESBURG, MS OAKBROOK TERRACE, IL 60181
0132212	45.00		REDBOX AUTOMATED RETAIL, LLC 6072 US HWY 98 HATTIESBURG, MS OAKBROOK TERRACE, IL 60181
0132213	90.00		REDBOX AUTOMATED RETAIL, LLC 6130 HWY 49 HATTIESBURG, MS OAKBROOK TERRACE, IL 60181
0132214	20.00	9.00	LEVINE & POOR, INC. 4967 WILLIAM ARNOLD ROAD MEMPHIS, TN 38117
0132215	20.00	6.60	LEVINE & POOR, INC. 4967 WILLIAM ARNOLD ROAD MEMPHIS, TN 38117
0132216	20.00	4.20	LEVINE & POOR, INC. 4967 WILLIAM ARNOLD ROAD MEMPHIS, TN 38117
0132217	20.00		LEVINE & POOR, INC. 4967 WILLIAM ARNOLD ROAD MEMPHIS, TN 38117
0132218	20.00		CLARK & CLARK, ATTORNEYS PLLC 912 W. PINE ST. HATTIESBURG, MS 39403

PRIVILEGE LICENSE MONTHLY REPORT
October 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0132219	20.00		VERSUS STRENGTH & CONDITIONING 48 LIBERTY PLACE STE 4 HATTIESBURG, MS 39402
0132220	300.00	45.00	LIGHTS JEWELERS & GEMOLOGIST LLC 6555 HWY 98 W, STE 21 HATTIESBURG, MS 39402
0132221	20.00		NORTH AMERICAN AUTO BROKERS 1401 BROADWAY DR. HATTIESBURG, MS 39401
0132222	20.00		THANK YOU 202 WEST 4TH ST. HATTIESBURG, MS 39401
0132224	20.00		CURTIS WAITES MOBILE HOME PARK 310 GENEVA ST. PETAL, MS 39465
0132225	20.00		WELLS FARGO HOME MORTGAGE 6371 US HWY 98 W DES MOINES, IA 50328
0132226	20.00	2.20	SMITH HEATING AND A/C ROBERT E. BLOUNT DR. BASSFIELD, MS 39421
0132227	50.00		NEW YORK & CO. #243 1000 TURTLE CREEK DRIVE NEW YORK, NY 10001
0132228	62.50		DOLLAR GENERAL STORE #9731 2603 OAK GROVE ROAD GOODLETTSVILLE, TN 37072
0132229	200.00		TRUCKPRO OF HATTIESBURG 7414 HWY 49 NORTH MEMPHIS, TN 38134
0132233	20.00	2.40	AMERICA'S HOME PLACE, INC 4700 HARDY ST STE N GAINESVILLE, GA 30503
0132234	62.50		GAP #5603 1000 TURTLE CREEK DR. #5603 ALBUQUERQUE, NM 87102
0132235	335.00		THE GATE 6757 US HWY 49 HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
October 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0132236	20.00		WEST TRAILER PARK 3000 CAMPBELL DR. HATTIESBURG, MS 39401
0132237	20.00		HERZOG CPA COMPANY, PLLC #12 98 PLACE BOULEVARD HATTIESBURG, MS 39404
0132238	30.00		RETINA SPECIALTY INSTITUTE 109 MILLSAPS DR. STE B HATTIESBURG, MS 39402
0132239	20.00		HAMMOND, JAN 112 SHEFFIELD LOOP SUITE D-1 HATTIESBURG, MS 39402
0132240	20.00		EMERGENCY VETS 6335 US HWY 49 STE 40 HATTIESBURG, MS 39401
0132241	54.00		COMCAST SPOTLIGHT, LLC 1518 BROADWAY DR., STE 40 PHILADELPHIA, PA 19103
0132242	62.50		HOLLISTER #577 1000 TURTLE CREEK MALL SUITE 90 LISLE, IL 60532
0132243	51.00		HANCOCK BANK 6052 HWY 98 W. GULFPORT, MS 39502
0132244	20.00		PERRY OFFICE MACHINES, INC 1068 W.PINE ST. HATTIESBURG, MS 39401
0132245	80.00		STION SOLAR MISSISSIPPI, LLC 95 W.L. RUNNELS INDUSTRIAL HATTIESBURG, MS 39401
0132246	20.00		RADIOSHACK #8493 5891 US HWY 49 FORT WORTH, TX 76161
0132247	20.00	4.20	PREMISE, INC. 4200 MAMIE ST. HATTIESBURG, MS 39402
0132248	20.00		PREMISE, INC. 4200 MAMIE ST. HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
October 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0132249	20.00		JAMES DILLON, PLUMBING 85 SCENIC DRIVE HATTIESBURG, MS 39403
0132250	51.00	5.61	ARBY'S ROAST BEEF 6525 HWY 49 MANDEVILLE, LA 70448
0132251	30.00	4.50	VILLAGE HAIR DESIGN 560 WEATHERSBY ROAD SUITE 90 HATTIESBURG, MS 39402
0132252	200.00		PINE BELT INDUSTRIAL SUPPLY 1406 CORINNE STREET HATTIESBURG, MS 39401
0132253	30.00		HANCOCK BANK 6042 HWY 98 W. GULFPORT, MS 39502
0132254	30.00		HANCOCK BANK 2007 LINCOLN ROAD GULFPORT, MS 39502
0132255	25.00		VISIONWORKS #225 1000 TURTLE CREEK DR #450 SAN ANTONIO, TX 78205
0132256	20.00	4.20	STACO MANUFACTURING CO. 5243 OLD HWY 11 HATTIESBURG, MS 39402
0132257	1,360.00		BEST BUY STORES LP #661 4600 HARDY ST LISLE, IL 60532
0132258	90.00		COMCAST OF SOUTHERN MISSISSIPPI, INC 2100 LINCOLN RD PHILADELPHIA, PA 19103
0132259	300.00		REEDS JEWELERS 1000 TURTLE CREEK DRIVE WILMINGTON, NC 28402
0132260	20.00		CENTURY CONSTRUCTION 100 BANKSTON ARMS DR. OXFORD, MS 38655
0132261	20.00		JAVA MOE'S COFFEE COMPANY 4400 HARDY ST HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
October 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0132262	20.00		MID SOUTH GLASS 609 EMERALD LANE HATTIESBURG, MS 39401
0132263	380.00		STEIN MART, INC #353 1000 TURTLE CREEK DR, BLDG G JACKSONVILLE, FL 32207
0132264	20.00		UNIVERSITY FLORIST & GIFTS LLC 1901 ARCADIA STREET HATTIESBURG, MS 39401
0132266	20.00		F & F CONSTRUCTION INC 3180 CARRIER ST MEMPHIS, TN 38116
0132267	20.00	2.60	R & J PLUMBING 304 NORTH OAK ST. HATTIESBURG, MS 39404
0132268	20.00	2.20	BAGGETT PLUMBING CO. 317 RALPH RAWLS ROAD HATTIESBURG, MS 39402
0132269	20.00	2.40	BAGGETT PLUMBING CO. 317 RALPH RAWLS ROAD HATTIESBURG, MS 39402
0132270	380.00	41.80	SOUTHERN PIPE SUPPLY COMPANY, INC 116 LUNDY LANE MERIDIAN, MS 39302
0132271	20.00		COMMUNITY SELF STORAGE-DOWNTOWN 1602 S. 28TH AVE GULFPORT, MS 39505
0132274	150.00	16.50	MANHEIM MISSISSIPPI 7510 US HWY 49 NORTH HATTIESBURG, MS 39402
0132275	20.00	4.00	AUTO MAX, INC. 5302 HWY 42 HATTIESBURG, MS 39401
0132276	20.00		FISHER BROTHERS FINANCIAL SERVICES 1910 WEST PINE ST., SUITE C HATTIESBURG, MS 39401
0132277	40.00		JUSTICE STORES #104 1000 TURTLE CREEK DRIVE #620 COLUMBUS, OH 43236

PRIVILEGE LICENSE MONTHLY REPORT
October 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0132278	20.00		CLAIRE'S BOUTIQUES INC 6089 1000 TURTLE CREEK DR PEMBROKE PINES, FL 33027
0132279	60.00		UNIVERSAL SERVICES 708 MAIN ST. LEAKESVILLE, MS 39451
0132280	20.00		NEW LIFE ENTERPRISES, BOOKS & GIFTS 604 LAFAYETTE AVE. HATTIESBURG, MS 39403
0132281	345.00		CLUB MEMORIES 1720 NORTH 31ST AVE. HATTIESBURG, MS 39402
0132283	20.00		WALTER DIDLAKE 593 RALSTON RD HATTIESBURG, MS 39403
0132284	20.00		WALTER DIDLAKE 593 RALSTON RD HATTIESBURG, MS 39403
0132285	20.00		PATTERSON AUTO ELECTRIC, LLC 5436 HWY 42 HATTIESBURG, MS 39401
0132286	30.00		GRAND BANK FOR SAVINGS FSB 204 WESTOVER DR HATTIESBURG, MS 39404
0132287	20.00		TANNER ENTERPRISES 600 1/2 BROADWAY DR. HATTIESBURG, MS 39401
0132288	20.00		VITAMINS PLUS, INC. 4600 HARDY STREET, SUITE 12 HATTIESBURG, MS 39401
0132289	20.00		EMERGENCY CASH, INC. 1707 LINCOLN ROAD STE. F HATTIESBURG, MS 39402
0132290	30.00		LAMBERT, TERRY 814 S. 28TH AVE. HATTIESBURG, MS 39402
0132291	20.00		SOAP & SUDS 1900 HILL STREET HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
October 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0132292	20.00		TAYLOR MOTOR SALES, INC 600 BROADWAY DR. HATTIESBURG, MS 39401
0132293	30.00		HOLLAND VETERINARY HOSPITAL P.A. 5163 US HWY 49 SOUTH HATTIESBURG, MS 39401
0132294	35.00	9.70	CLUB XCLUSIVE 5729 HWY 49 SOUTH HATTIESBURG, MS 39401
0132295	20.00		DANNY BRYANT 3 GREENBROOK DR HATTIESBURG, MS 39401
0132296	20.00		HEALING HANDS HOMECARE 704 WALNUT ST. HATTIESBURG, MS 39401
0132299	36.00		KOOL SMILES 3720 HARDY ST SUITE 23 MARIETTA, GA 30067
0132300	92.50		COWBOY MALONEY'S ELECTRIC CITY 4700 J HARDY ST. JACKSON, MS 39202
0132301	20.00		BACKSTAGE & CO. HAIR SALON 1715 HARDY ST. STE #10 HATTIESBURG, MS 39401
0132302	20.00		ADELINE AFTER-HOUR CARE, LLC 1307 ADELINE ST. HATTIESBURG, MS 39401
0132303	20.00		COLD STONE CREAMERY 6156 US HWY 98 W STE 100 HATTIESBURG, MS 39402
0132304	30.00	7.50	EXTREME SKATE ZONE 5272 OLD HIGHWAY 11 HATTIESBURG, MS 39402
0132305	30.00	3.90	EXTREME SKATE ZONE 5272 OLD HIGHWAY 11 HATTIESBURG, MS 39402
0132306	20.00		BARGAINS & BLESSINGS 301 E 2ND STREET HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
October 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0132307	20.00		FURNITURE LIQUIDATORS 710 BARTUR STREET HATTIESBURG, MS 39402
0132308	80.00		BAE SYSTEMS 48 RAWLS SPRINGS LOOP RD. HATTIESBURG, MS 39402
0132309	20.00		LISAS UNLIMITED STYLES 806 SOUTH 28TH AVE HATTIESBURG, MS 39401
0132310	40.00		BORAL BRICKS-BRICK STUDIO 221 THORNHILL DR. HATTIESBURG, MS 39401
0132311	30.00		DENTAL SERVICES OF SOUTH MS P.A. 2019 HARDY ST. HATTIESBURG, MS 39401
0132312	20.00		FAMILY CHECK ADVANCE, LLC 5910 HWY 49 SOUTH, SUITE 30 HATTIESBURG, MS 39401
0132313	30.00		CHICK-FIL-A 6099 US HWY 98 WEST HATTIESBURG, MS 39402
0132314	40.00		DRESS BARN #0394/2394 6143 HWY 98 SUITE 60 DULUTH, MN 55802
0132315	60.00		WHLT-22 MEDIA GENERAL, INC. 5912 HWY 49 SUITE A JACKSON, MS 39204
0132316	20.00		NATIONAL CASH ADVANCE #4686 2401 HARDY ST #40 SPARTANBURG, SC 29304
0132317	20.00		COMFORT KEEPERS 2111 OAK GROVE RD HATTIESBURG, MS 39402
0132318	1,680.00		DILLARD'S 1000 TURTLE CREEK DR. LITTLE ROCK, AR 72203
0132319	40.00		SOUTH MISS. BUSINESS MACHINES, INC. 6401 US HWY 49N HATTIESBURG, MS 39404

PRIVILEGE LICENSE MONTHLY REPORT
October 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0132320	20.00		BEAUTY LAND 716 BARTUR ST. HATTIESBURG, MS 39401
0132321	20.00		U-NEEK VENDING 231 MCINNIS SPRINGS RD. HATTIESBURG, MS 39401
0132322	20.00	2.40	CAPTAIN KIDD'S TREASURE HOUSE 5268 OLD HWY 11 STE 10 HATTIESBURG, MS 39402
0132323	30.00		MAGNOLIA STATE BANK 560 WEATHERSBY ROAD, SUITE 120 HATTIESBURG, MS 39402
0132324	54.00		ANDERSON CARPET ONE FLOOR & HOME 11 OFFICE PARK DR. STE 40 & 50 HATTIESBURG, MS 39404
0132325	20.00	3.40	SS ENTERPRISES LLC 240 BUTLER RD PETAL, MS 39465
0132326	20.00	2.20	BANKS TECH. & PRINTING SOLUTIONS 4010 OFERRAL ST, STE 130 HATTIESBURG, MS 39404
0132327	45.00	9.00	PLANET GYMNASTICS 111 FAIRFIELD DRIVE HATTIESBURG, MS 39401
0132328	20.00		LANDA'S SWEETS 713 GRACE AVE HATTIESBURG, MS 39404
0132329	20.00		CENTURY MANAGEMENT COMPANY 102 NORTH 10TH AVENUE HATTIESBURG, MS 39401
0132330	20.00		BENNETT'S LOCK & KEY SHOP 120 EVAN ST. HATTIESBURG, MS 39403
0132331	33.00		SUBWAY INC. OF H'BURG 826 BROADWAY DR. HATTIESBURG, MS 39401
0132332	32.50		HI-FI CRUISIN, INC. 106 SHEFFIELD LOOP HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
October 2013

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0132333	20.00		SPECIALTY SERVICES LLC #3 BLACKWELL BLVD HATTIESBURG, MS 39404
0132334	20.00		COMMAND HEARING CENTERS, LLC 201 S 27TH AVE., STE 20 MOBILE, AL 36695
0132335	20.00		ASSOCIATED CONTRACTORS INC 5729 HWY 49S STE 11 HATTIESBURG, MS 39404
0132336	30.00		SUNSET INN 6560 HWY 49 N HATTIESBURG, MS 39401
0132337	20.00		HUB CITY CONSTRUCTION, INC 706 REBECCA AVE HATTIESBURG, MS 39401
0132338	30.00		COOPER MARINE & TIMBERLANDS CORP. 620 HOOD ROAD HATTIESBURG, MS MOBILE, AL 36633
0132339	75.00		GAMESTOP...AND MOVIES TOO #2575 5819 HWY 49 STE 70 GRAPEVINE, TX 76051
0132340	50.00		EB GAMES #4098 1000 TURTLE CREEK DRIVE SUITE 220 GRAPEVINE, TX 76051
0132341	20.00		RAC ACCEPTANCE #06728 6143 U.S. HWY 98, SUITE 110 PLANO, TX 75024
0132342	20.00		TWO MEN & A BUCKET 29 PARK PLACE STE 817 HATTIESBURG, MS 39401
0132343	20.00	2.20	LORI'S GIFTS #142 5001 HARDY STREET H'BURG, MS CARROLLTON, TX 75006



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carter Carroll

Council - Ward 4

Mary Dryden

Council - Ward 5

Henry Naylor

November 12, 2013

Mayor & Council
City of Hattiesburg

Attached is a copy of the Privilege License Report for the month of October, 2013. The breakdown for this month's collection is as follows:

New Licenses	\$ 590.00
Renewed Licenses	\$ 17,055.00
Penalties	\$ 719.61

The grand total collected for October was **\$18,364.61.**

Respectfully,

Kermas Eaton
Division Manager



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2013-0750

File ID: 2013-0750

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

File Created: 11/12/2013

Brief Title: Grave Spaces.

Final Action:

Minute Book Number: MB2013-350

Title:

Approve sale of grave spaces per attached memo.

Notes:

Sponsors:

Enactment Date:

Attachments: Grave Sales October 2013, Grave Sales October 2013 MEMO, Grave Sales October 2013 Receipts, executed Grave Sales October 2013

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	11/19/2013					

Text of Legislative File 2013-0750

Title

Approve sale of grave spaces per attached memo.

Summary

Grave Spaces.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Christine Lang, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½)
of the
Southwest Quarter (SW¼)

Lot Number: 88 Section Number: 1
according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as South Hill Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of November, 2013.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of November, 2013.
My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of ONE THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$1,400.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Charles Baylis subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Lot Number 87 Section Number 36
East Half (E 1/2) &
North Half(N1/2)

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
_____eight (8) _____ Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of November 2013.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of November, 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

CORRECTED
DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$1,400.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Charles Baylis subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Lot Number §7

Section Number 36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
eight (8) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of November 2013.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of November, 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Angela Townes, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half(W1/2) of the Southeast Quarter(SE1/4)

Lot Number 89

Section Number: 29

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of November, 2013.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of November, 2013.

My Commission Expires: _____

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Samuel D Baker, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Northeast Quarter(NE1/4)

Lot Number 100

Section Number: 37

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of November, 2013.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of November, 2013.

My Commission Expires: _____

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Veronica Manaway, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Southwest Quarter(SW1/4)

Lot Number 52

Section Number:34

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of November, 2013.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of November, 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Sharra Rhodes, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Northwest Quarter(NW1/4)

Lot Number 39 Section Number 27

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of November, 2013.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of November, 2013.

My Commission Expires: _____

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Harvell Harris Jr. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half(N1/2) of the Southwest Quarter(SW1/4)

Lot Number 37 Section Number: 35

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of November, 2013.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Connie Everett, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of November, 2013.

My Commission Expires: _____

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Belinda Harris, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Southwest Quarter(SW1/4)

Lot Number 37 Section Number: 35

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of November, 2013.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Connie Everett, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of November, 2013.

My Commission Expires: _____

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Brenda Poole, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW 1/4)

Lot Number 62 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of November, 2013.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of November , 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Rosie Bell Williams, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half(E1/2) of the Southwest Quarter(SW1/4)

Lot Number 55 Section Number: 34

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of November, 2013.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of November, 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Cortez I Spillman, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Northeast Quarter(NE1/4)

Lot Number 36 Section Number: 33

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of November, 2013.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre, and Connie Everett, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of November, 2013.

My Commission Expires: _____

NOTARY PUBLIC

TO: CITY COUNCIL

FROM: Robert Harvey, General Manager of Cemeteries

DATE: November 19, 2013

RE: Grave Sells

The following represents the grave space sells from October 14, 2013 through November 12, 2013:

Christine Lang

(1) space \$150.00
East Half (E1/2) of the Southwest Quarter (SW1/4)
Lot 88, Section 1, South Hill Cemetery

Charles M Baylis

(8) spaces \$1400.00
East Half (E1/2)
Lot 87, Section 36 and
North Half (N1/2)
Lot 93, Section 36, Highland Cemetery

Angela Townes

(1) space \$175.00
West Half (W1/2) of the Southeast Quarter (SE1/4)
Lot 89, Section 29, Highland Cemetery

Samuel D Baker

(1) space \$175.00
South Half (S1/2) of the Northeast Quarter (NE1/4)
Lot 100, Section 37, Highland Cemetery

Veronica Manaway

(1) space \$175.00
South Half (S1/2) of the Southwest Quarter (SW1/4)
Lot 52, Section 34, Highland Cemetery

Sharra Rhodes

(1) space \$175.00
South Half (S1/2) of the Northwest Quarter (NW1/4)
Lot 39, Section 27, Highland Cemetery

Harrell Harris, Jr
(1) space \$175.00
North Half (N1/2) of the Southwest Quarter (SW1/4)
Lot 37, Section 35, Highland Cemetery

Belinda F Harris
(1) space \$175.00
South Half (S1/2) of the Southwest Quarter (SW1/4)
Lot 37, Section 35, Highland Cemetery

Brenda Poole
(2) spaces \$350.00
Southwest Quarter (SW1/4)
Lot 62, Section 36, Highland Cemetery

Rosie Bell Williams
(1) space \$175.00
East Half (E1/2) of the Southwest Quarter (SW1/4)
Lot 55, Section 34, Highland Cemetery

Cortez I Spillman
(1) space \$175.00
South Half (S1/2) of the Northeast Quarter (NE1/4)
Lot 36, Section 33, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-14 2013

SOLD TO:

Mr. Mrs. Miss Christine Lang
ADDRESS 809 Dabbs St Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 88 Section No. 2 in South Hill Cemetery
Number of grave spaces 1 Price per grave space \$ 150⁰⁰
Price Received \$ 150⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By John H. Williams
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-14-13

SOLD TO:

Mr. Mrs. Miss Charles M Baylis
ADDRESS 136 Westover Drive Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

and E $\frac{1}{2}$ N $\frac{1}{2}$ Lot No. 87 Section No. 36 in Highland Cemetery
Number of grave spaces 8 Price per grave space \$ 175⁰⁰
Price Received \$ 1400⁰⁰

check 1032

CITY OF HATTIESBURG, MISSISSIPPI

By John H. Williams
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-15-13

SOLD TO:

Mr. Mrs. Miss Angela Townes
ADDRESS 1407 Cedar St Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 89 Section No. 29 in Highland Cemetery
Number of grave spaces 1 Price per grave space \$ 175⁰⁰
Price Received \$ 175⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By John H. Williams
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-15-2013

SOLD TO:

Mr.. Mrs. Miss Samuel D Baker
ADDRESS #10 Fairlake Cr. Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 100 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175⁰⁰

Price Received \$ 175⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By Joh H William
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-23-2013

SOLD TO:

Mr.. Mrs. Miss Veronica Manaway
ADDRESS 195 Freda Ave Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 52 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175⁰⁰

Price Received \$ 175⁰⁰

Check #11610

CITY OF HATTIESBURG, MISSISSIPPI

By Joh H William
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10 25 2013

SOLD TO:

Mr.. Mrs. Miss Sharra Rhodes
ADDRESS 715 B Ida Ave Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 39 Section No. 27 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175⁰⁰

Price Received \$ 175⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By Joh H William
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-28 2013

SOLD TO:

Mr.. Mrs. Miss Harrell Harris Jr.

ADDRESS 107 Hazel St. Hattiesburg ms. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 37 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ ~~350.00~~ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-28 2013

SOLD TO:

Mr.. Mrs. Miss Belinda F. Harris

ADDRESS 107 Hazel St. Hattiesburg ms. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 37 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Robert H.
Supt. of City Cemeteries

CR# 1946

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-21 2013

SOLD TO:

Mr.. Mrs. Miss Brenda Poole

ADDRESS 206 Jackson st. Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

— 1/2 SW 1/4 Lot No. 62 Section No. 36 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By John H. Williams
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11/12/ 2013

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 SW 1/4 Lot No. 55 Section No. 34 in Nighland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11-12- 2013

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 36 Section No. 33 in Nighland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Christine Lang, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½)
of the
Southwest Quarter (SW¼)

Lot Number: 88 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the ^{19th} day of November, 2013.

ATTEST:

Connie Everett
DEPUTY CITY CLERK

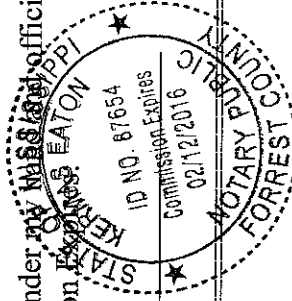
(SEAL)

Johnny L. DuPre
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Connie Everett, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my ~~Mississippi~~ official seal of office on this, the ^{19th} day of November, 2013.
My Commission Expires: 02/12/2016



NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of ONE THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$1,400.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Charles M Baylis subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E 1/2)
Lot Number 87 & Section Number 36
Lot Number 93 North Half(N1/2)
according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
eight (8) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of November 2013.

ATTEST:

Connie Everett
DEPUTY CITY CLERK

(S E A L)

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPree
MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of November, 2013.

My Commission Expires: 02/12/2016
ID NO. 07534
Commission Expires
NOTARY PUBLIC
FORREST COUNTY
MISSISSIPPI

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Angela Townes, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half(W1/2) of the Southeast Quarter(SE1/4)

Lot Number 89

Section Number: 29

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of November, 2013.

ATTEST:

Connie Everett
DEPUTY CITY CLERK

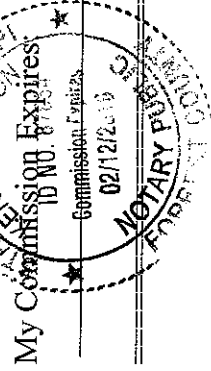
CITY OF HATTIESBURG, MISSISSIPPI
Henry J. Lee
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of November, 2013.



NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Samuel D Baker, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Northeast Quarter(NE1/4)

Lot Number 100 Section Number: 37

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of November, 2013.

ATTEST:

Connie Everett
DEPUTY CITY CLERK

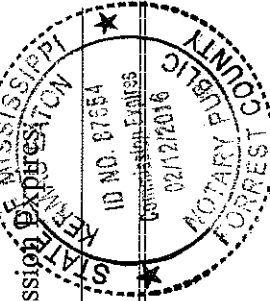
CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPre
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Connie Everett, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of November, 2013.



NOTARY PUBLIC

[Signature]

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Veronica Manaway, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Southwest Quarter(SW1/4)

Lot Number 52 Section Number: 34

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of November, 2013.

ATTEST:

Connie Everett
DEPUTY CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPre
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Connie Everett, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized to do so.

Given under my hand and official seal of office on this, the 19th day of November, 2013.

My Commission Expires NOV 16 2016

NOTARY PUBLIC

[Signature]

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Sharra Rhodes, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Northwest Quarter(NW1/4)

Lot Number 39

Section Number: 27

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of November, 2013.

ATTEST:

Connie Everett
DEPUTY CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPre
MAYOR

(S E A L)

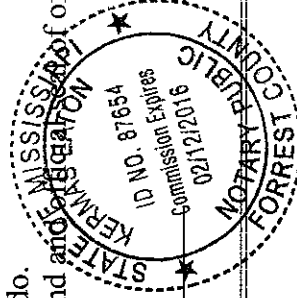
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Connie Everett, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of November, 2013.

My Commission Expires:

NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Harvell Harris Jr. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half(N1/2) of the Southwest Quarter(SW1/4)

Lot Number 37 Section Number: 35

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of November, 2013.

ATTEST:

Connie Everett
DEPUTY CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPre
MAYOR

(S E A L)

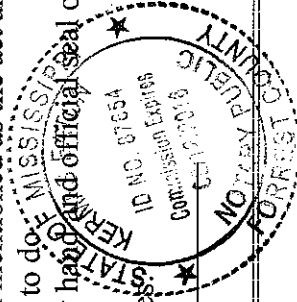
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Connie Everett, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of November, 2013.

My Commission Expires

NOTARY PUBLIC



[Signature]

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Belinda Harris, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Southwest Quarter(SW1/4)

Lot Number 37 Section Number: 35

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of November, 2013.

ATTEST:

Connie Everett
DEPUTY CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPre
MAYOR

(SEAL)

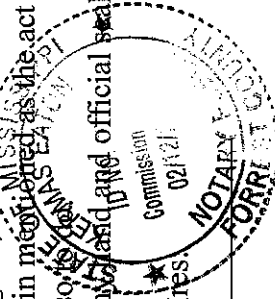
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Connie Everett, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned, as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of November, 2013.

My Commission Expires:

NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Brenda Poole, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW 1/4)

Lot Number 62 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of November, 2013.

ATTEST:

Connie Everett
DEPUTY CITY CLERK

(S E A L)

CITY OF HATTIESBURG, MISSISSIPPI

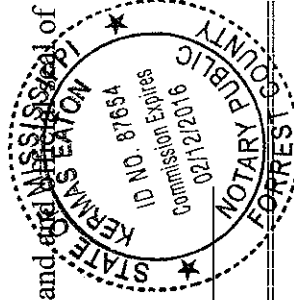
Johnny L. DuPre
MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Connie Everett, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and seal of office on this, the 19th day of November, 2013.

My Commission Expires:



[Signature]
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Rosie Bell Williams, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half(E1/2) of the Southwest Quarter(SW1/4)

Lot Number 55 Section Number: 34

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of November, 2013.

ATTEST:

Connie Everett
DEPUTY CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Shamyl D. Clark
MAYOR

(S E A L)

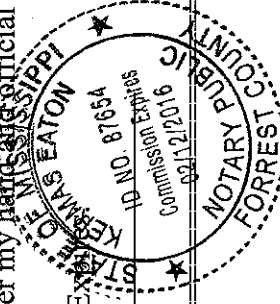
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of November, 2013.

My Commission Expires

NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Cortez I Spillman, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Northeast Quarter(NE1/4)

Lot Number 36 Section Number: 33

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of November, 2013.

ATTEST:

Connie Everett
DEPUTY CITY CLERK

(S E A L)

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPre
MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre, and Connie Everett, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of November, 2013.

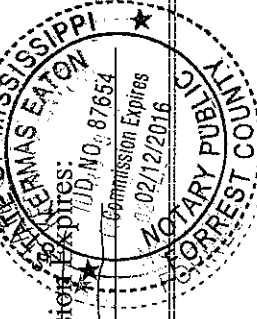
My Commission Expires:

11/01/16

Commission Expires

11/02/16

NOTARY PUBLIC





City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2013-0748

File ID: 2013-0748

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/12/2013

Brief Title: CDBG Program Payments

Final Action:

Minute Book Number: MB2013-350

Title:

Approve and authorize issuance of manual checks for CDBG Program Claims per attached memorandum. {Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: MEMORANDUM-Manual Checks-CDBG, CDBG Supporting Docs

Enactment Number:

Contact:

Meeting Date: 11/19/2013

Drafter: Anita Bratcher

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/19/2013					

Text of Legislative File 2013-0748

Title

Approve and authorize issuance of manual checks for CDBG Program Claims per attached memorandum. {Entitlement}

Summary

CDBG Program Payments

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for CDBG Program claims

DATE: November 12, 2013

The following request for payment is being submitted for approval during the City Council's November 19, 2013 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	John Sims
Activity:	Rehabilitation
Program:	CDBG
Project Site:	1802 Edwards St.
Amount Requested:	\$650.00
Purpose of Request:	Temporary Relocation – 11/1/2013 – 11/30/2013
Work Provided by:	n/a

Recipient:	Domestic Abuse Family Shelter, Inc.
Activity:	Public Services
Program:	CDBG
Project Site:	912 North Main St.
Amount Requested:	\$4,596.66
Purpose of Request:	Draw #2
Work Provided by:	Domestic Abuse Family Shelter, Inc.



Domestic Abuse
Family Shelter, Inc.

November 8, 2013

24-HOUR CRISIS LINE 1-800-649-1092

Business Office 601-428-1707

P.O. Box 273
Laurel, MS 39441-0273
601-428-8821

P.O. Box 1504
Hattiesburg, MS 39403-1504
601-582-2102

Hattiesburg City Council
Post Office Box 1898
Hattiesburg, MS 39403-1898

Re: Community Development Block Grant/Public Services
FY August 20, 2013- December 20, 2013

Dear Hattiesburg City Council:

Listed below are the expenditures of the Domestic Abuse Family Shelter for the month of October 2013
as set forth in our agreement.

Budget Line Item	Total Budget	Prior Request	Check Numbers	Current Request	Balance
Food Supplies, Consumables, etc.	4,500.00	1,168.10	9629	1,221.86	2,110.04
Programs and related Materials, Client Services	4,500.00	167.39	9572/9575/9627	2,435.03	1,897.58
Shelter Operations-utilities, maintenance, insurance, etc.	6,000.00	3,736.63	9579/9583/9584/9 587/9616	939.77	1,323.60
TOTAL Request	15,000.00	5,072.12		4,596.66	5,331.22

AB 11/12/13

We are therefore, requesting funds in the amount of \$4,596.66 . Enclosed you will find copies
of checks and receipts for the above expenses.

Respectfully,

Becky Sims
Director

Enclosures





City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2013-0749

File ID: 2013-0749

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/12/2013

Brief Title: HOME Program Payments

Final Action:

Minute Book Number: MB2013-350

Title:

Approve and authorize issuance of manual checks for HOME Program Claims per attached memorandum. {Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: HOME Supporting Docs, MEMORANDUM-Manual Checks-HOME

Enactment Number:

Contact:

Meeting Date: 11/19/2013

Drafter: Anita Bratcher

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/19/2013					

Text of Legislative File 2013-0749

Title

Approve and authorize issuance of manual checks for HOME Program Claims per attached memorandum. {Entitlement}

Summary

HOME Program Payments

Budget Information

Expenditure Type

Purchasing Item

Publication Information

SMITH'S REMODELING

OWNER: JOHNNIE L. SMITH

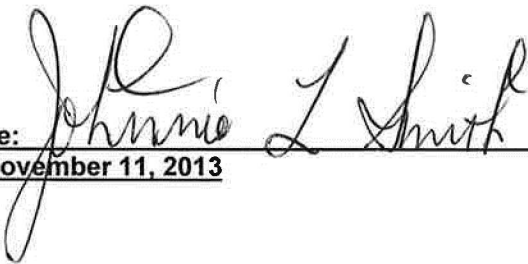
Phone #(601)408-3588

**Address: 28 Pine Street
Hattiesburg, MS 39402**

**Job Performed For:
The City of Hattiesburg/Mrs. Willie Banks
602 Stevens St.
Hattiesburg, MS 39401**

Request: Final draw for work done according to work write-up.

\$ 4,990⁰⁰
RJ

Signature: 
Date: November 11, 2013

SMITH'S REMODELING

OWNER: JOHNNIE L. SMITH

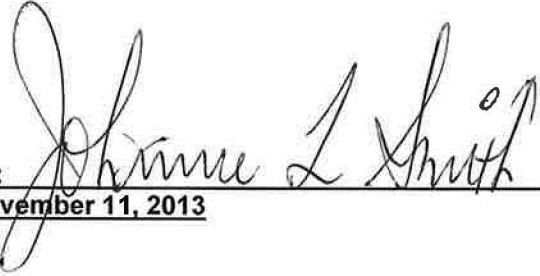
Phone #(601)408-3588

Address: 28 Pine Street
Hattiesburg, MS 39402

Job Performed For: Williams
The City of Hattiesburg/Mrs. Willie Banks
901 North 34th Ave
Hattiesburg, MS 39402

Request: Final draw for work done according to work write-up.

\$ 9,553.⁰⁰

Signature: 
Date: November 11, 2013

SMITH'S REMODELING

OWNER: JOHNNIE L. SMITH
Phone #(601)408-3588

Address: 28 Pine Street
Hattiesburg, MS 39402

Job Performed For:
The City of Hattiesburg/Mrs. Williams
901 North 34th Ave
Hattiesburg, MS 39402

Request: Change order request for replacing 5 sheets of paneling in the carport
For installing door going to closet in the carport and also for the repair
Of plumbing drain and washer box at washing machine and repair of
leaky toilet in ½ bath. Subtraction of portion of the front door installation
and cost of concrete and dirt to correct slope of water run-off at carport.
Lowering sidewall not enough in itself to correct water flowing into carport.

1.) Cost to replace 5 sheets of paneling in carport area	\$ 375.00
2.) Cost to replace plumbing drain/trap and washer box and repair Sheetrock and repaint	\$ 560.00
3.) Cost to repair running toilet	\$ 120.00
4.) Subtraction of portion of front door cost because it was not replaced It was just updated	\$~ 180.00
5.) Cost of concrete and fill dirt to correct drain problem and also Costs associated with paving same area so to correct it's look	\$ 1,125.00
6.) Cost to add flooring in closets not listed	\$ 240.00
Total cost of change orders	<u>\$2,600.00</u>

Signature: 
Date: 10-28-13

SMITH'S REMODELING

OWNER: JOHNNIE L. SMITH

Phone #(601)408-3588

**Address: 28 Pine Street
Hattiesburg, MS 39402**

**Job Performed For:
The City of Hattiesburg/Mrs. Williams
901 North 34th Ave
Hattiesburg, MS 39402**

Request: Change order request for repair of air conditioning ductwork

- 1.) While servicing unit, found that the ductwork was not attached to the transition and that some of the ductwork was smashed.**

Cost to repair

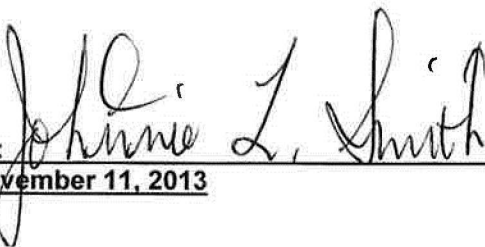
\$800.00

Total cost of change orders

\$800.00

Signature:

Date: November 11, 2013

A handwritten signature in black ink, appearing to read "Johnnie L. Smith", is written over a horizontal line. The signature is cursive and somewhat stylized.

MEMORANDUM

TO: City of Hattiesburg Council Members
FROM: Andrew Ellard
Department of Federal & State Programs
SUBJECT: Authorize issuance of manual checks for HOME Program claims
DATE: November 12, 2013

The following request for payment is being submitted for approval during the City Council's November 19, 2013 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	Victoria Johnson
Activity:	Rehabilitation
Program:	HOME
Project Site:	309 N 21 st Ave.
Amount Requested:	\$650.00
Purpose of Request:	Temporary Relocation – 11/1/2013 – 11/30/2013
Work Provided by:	n/a

Recipient:	Willie Banks
Activity:	Rehabilitation
Program:	HOME
Project Site:	602 Stevens Street
Amount Requested:	\$650.00
Purpose of Request:	Temporary Relocation – 11/5/2013 – 12/4/2013
Work Provided by:	n/a

Recipient:	Louise Williams
Activity:	Rehabilitation
Program:	HOME
Project Site:	901 N 34 th Ave.
Amount Requested:	\$650.00
Purpose of Request:	Temporary Relocation – 11/1/2013 – 11/30/2013
Work Provided by:	n/a

Recipient:	Smith's Remodeling
Activity:	Rehabilitation
Program:	HOME
Project Site:	602 Stevens St.
Amount Requested:	\$4,990.00
Purpose of Request:	Draw #4
Work Provided by:	Smith's Remodeling

Recipient:

Activity:

Program:

Project Site:

Draw #5

Change Order #1

Amount Requested:

Purpose of Request:

Work Provided by:

Smith's Remodeling

Rehabilitation

HOME

901 N 34th Ave.

\$9,553.00

\$3,400.00

\$12,953.00

Draw #5 & Change Order #1 (Final)

Smith's Remodeling



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2013-0740

File ID: 2013-0740

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/12/2013

Brief Title: Claims Docket

Final Action:

Minute Book Number: MB2013-350

Title:

Approve claims docket for the period ending November 15, 2013.

Notes:

Sponsors:

Enactment Date:

Attachments: claims docket 11-19, Docket Addendum November 19 2013

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/19/2013					

Text of Legislative File 2013-0740

Title

Approve claims docket for the period ending November 15, 2013.

Summary

Claims Docket.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

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ASH MILLWORKS
Sum

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 15, 2013

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Date - 11/14/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 ASSN OF STATE FLOODPLAIN	MBRSH/EXAM	00137936	13000857	MBRSH/EXAM MADDOX 11/18-22	11/15/13	234614	220.00-
00001 ASSN OF STATE FLOODPLAIN	MBRSH/EXAM	00137936	13000858	MBRSH/EXAM-MARET 11/18-22	11/15/13	234614	220.00-
ASSN OF STATE FLOODPLAIN Sum							440.00-
00001 AT&T	M23905500105	00020142	13000940	VEHICLE LOC MAINT 10/28-11/27	11/15/13	234615	202.00-
AT&T Sum							202.00-
00001 AUTO ARMATURE SERVICE IN	11351	00137843	13000824	BATTERIES U#13982 STREET	11/15/13	234616	247.90-
00001 AUTO ARMATURE SERVICE IN	11456	00138080	13001006	BATTERY U#17838 FIRE DEPT	11/15/13	234616	255.90-
AUTO ARMATURE SERVICE IN Sum							503.80-
00001 AUTO ZONE	0139697064	00137704	13000838	GREASE SANIT STOCK	11/15/13	234617	66.40-
AUTO ZONE Sum							66.40-
00001 AUTOMOTIVE GLASS SPECIAL	I144946	00137250	13000920	WINDOW REPR U#19117 POLICE	11/15/13	234618	78.00-
AUTOMOTIVE GLASS SPECIAL Sum							78.00-
00001 BATES, KEVIN	CONF REG REI	00137874	13000818	REG-REIMB AIA CONF JACKSON	11/15/13	234622	190.00-
BATES, KEVIN Sum							190.00-
00001 BENNETT'S LOCK & KEY SHO	62812	00136784	13000902	LOCKS/KEYS 10/13 POLICE DEPT	11/15/13	234624	25.88-
00001 BENNETT'S LOCK & KEY SHO	62818	00136784	13000903	LOCKS/KEYS 10/13 POLICE DEPT	11/15/13	234624	11.00-
00001 BENNETT'S LOCK & KEY SHO	62831	00136784	13000967	LOCKS/KEYS 10/13 POLICE DEPT	11/15/13	234624	23.15-
BENNETT'S LOCK & KEY SHO Sum							60.03-
00001 BIG IRON DIESEL REPAIR L	SO1498	00137610	13000986	REPRS U#14407 SANIT	11/15/13	234626	1,823.52-
BIG IRON DIESEL REPAIR L Sum							1,823.52-
00001 BODY TECH INC	4602	00137902	13000807	HEATER REPR U#16647 POLICE	11/15/13	234628	533.68-
BODY TECH INC Sum							533.68-
00001 BOURNE BROTHERS PRINTING	48658	00137498	13000781	SEALS/SIGNATURE STAMPS-COURT	11/15/13	234631	93.40-
00001 BOURNE BROTHERS PRINTING	48691	00137498	13000782	STAMP SEALS MUN COURT	11/15/13	234631	100.50-
BOURNE BROTHERS PRINTING Sum							193.90-
00001 BRACKMAN MOWER WAREHOUSE	0125308	00137693	13000935	BLOWER/TRIMMERS HEALTH DIV	11/15/13	234632	2,486.97-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 15, 2013

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Date - 11/14/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
BRACKMAN MOWER WAREHOUSE							
Sum							2,486.97-
00001 BROADWAY DRIVE TIRE	089476	00137698	13000825	TIRES U#9900,U#8643 STREET	11/15/13	234634	257.44-
BROADWAY DRIVE TIRE							
Sum							257.44-
00001 C D W GOVERNMENT	GQ46551	00137501	13000907	DATA PROCESS EQUIP INFO TECH	11/15/13	234641	3,765.00-
00001 C D W GOVERNMENT	GT01379	00137501	13000908	DATA PROCESS EQUIP INFO TECH	11/15/13	234641	795.96-
C D W GOVERNMENT							
Sum							4,560.96-
00001 CARQUEST AUTO PARTS STOR	14758-15889	00137373	13000786	REPR PTS U#13982 ST CLEAN	11/15/13	234644	7.98-
00001 CARQUEST AUTO PARTS STOR	14758-15891	00137373	13000787	REPR PTS U#14915 URBAN DEV	11/15/13	234644	39.56-
00001 CARQUEST AUTO PARTS STOR	14758-15874	00137537	13000789	REPR PTS U#15915 URBAN DEV	11/15/13	234644	39.56-
00001 CARQUEST AUTO PARTS STOR	14758-15875	00137537	13000790	SILICONE-SHOP	11/15/13	234644	19.20-
00001 CARQUEST AUTO PARTS STOR	14758-15887	00137508	13000826	REPR PTS U#14175 STREET	11/15/13	234644	93.47-
00001 CARQUEST AUTO PARTS STOR	14758-15884	00137707	13000827	MIRRORS U#7871 STREET	11/15/13	234644	45.12-
00001 CARQUEST AUTO PARTS STOR	14758-15882	00137705	13000833	REPR PTS SHOP STOCK	11/15/13	234644	17.80-
00001 CARQUEST AUTO PARTS STOR	14758-14876	00137550	13000904	REPR PTS U#15901 RISK MGMT	11/15/13	234644	11.66-
00001 CARQUEST AUTO PARTS STOR	14758-15344	00137898	13000953	AUTO COMPUTER CAR CODE READER	11/15/13	234644	2,999.99-
00001 CARQUEST AUTO PARTS STOR	14758-16539	00137789	13001029	REPR PTS U#17354 POLICE	11/15/13	234644	27.18-
00001 CARQUEST AUTO PARTS STOR	14758-16540	00137789	13001030	REPR PTS U#16758 POLICE	11/15/13	234644	17.78-
00001 CARQUEST AUTO PARTS STOR	14758-16541	00137789	13001031	REPR PTS POLICE STOCK	11/15/13	234644	150.30-
00001 CARQUEST AUTO PARTS STOR	14758-16542	00137789	13001032	REPR PTS U#16640 POLICE	11/15/13	234644	101.28-
00001 CARQUEST AUTO PARTS STOR	14758-16543	00137789	13001033	REPR PTS POLICE STOCK	11/15/13	234644	206.36-
00001 CARQUEST AUTO PARTS STOR	14758-16544	00137789	13001034	REPR PTS U#17568 POLICE	11/15/13	234644	81.12-
00001 CARQUEST AUTO PARTS STOR	14758-16545	00137789	13001035	REPR PTS POLICE STOCK	11/15/13	234644	14.56-
00001 CARQUEST AUTO PARTS STOR	14758-16692	00138069	13001036	REPR PTS VARI POLICE UNITS	11/15/13	234644	254.93-
CARQUEST AUTO PARTS STOR							
Sum							4,127.85-
00001 CARROT TOP INDUSTRIES IN	CI1341843	00137831	13000963	US FLAG PUBLIC WORKS	11/15/13	234645	40.50-
CARROT TOP INDUSTRIES IN							
Sum							40.50-
00001 CERTIFIED LABORATORIES	1285153	00136259	13000844	CHEMICALS HEALTH DIVISION	11/15/13	234648	4,867.50-
00001 CERTIFIED LABORATORIES	1271795	00137185	13000934	GARBAGE TRUCK CHEMICALS	11/15/13	234648	1,051.00-
00001 CERTIFIED LABORATORIES	1300465	00137953	13001037	CAR CLEAN SUPP POLICE DEPT	11/15/13	234648	603.00-
00001 CERTIFIED LABORATORIES	13801834	00138019	13001049	FUEL ADDITIVES-SHOP	11/15/13	234648	4,069.80-
CERTIFIED LABORATORIES							
Sum							10,591.30-
00001 CITY OF HATTIESBURG FUND	TRF 2ND 11/1	02014106	13001088	TRF 2ND 11/13 PAYROLL	11/13/13	18287	997,644.74-
CITY OF HATTIESBURG FUND							
Sum							997,644.74-
00001 CLEMTS HARDWARE	107464	00137691	13000984	HAND TOOLS SANIT DIV	11/15/13	234650	482.90-
CLEMTS HARDWARE							
Sum							482.90-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 15, 2013

Page 4
Date - 11/14/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 COBURN'S SUPPLY CO INC	606289196	00137068	13000930	PLUMB SUPP CONSTR DEPT	11/15/13	234651	1,467.63-
COBURN'S SUPPLY CO INC Sum							1,467.63-
00001 COMCAST CABLEVISION OF H	095777340100	00137945	13000867	SRVS AIRPORT MAINT	11/15/13	234653	85.95-
COMCAST CABLEVISION OF H Sum							85.95-
00001 COMSOUTH	171797	00137708	13000980	RADIO ANTENNAS	11/15/13	234655	203.00-
COMSOUTH Sum							203.00-
00001 COURTESY MOTORS INC	408536	00138066	13001025	REPR PTS U#17789 POLICE	11/15/13	234658	35.28-
COURTESY MOTORS INC Sum							35.28-
00001 COURTNEY'S RESTAURANT EQ	8002	00137835	13000971	CLEAN ICE MACHINE TRAIN DEPOT	11/15/13	234659	252.82-
00001 COURTNEY'S RESTAURANT EQ	8024	00138065	13001047	CLEAN FIRE DEPT ICE MACHINES	11/15/13	234659	1,200.00-
COURTNEY'S RESTAURANT EQ Sum							1,452.82-
00001 DAKTECH COMPUTERS	INV0308039	00137651	13001019	COMPUTER SUPP INFO TECH	11/15/13	234663	980.00-
DAKTECH COMPUTERS Sum							980.00-
00001 DATALINE ASSOCIATES	PCM26344	00137738	13001101	PRINTER SUPP INFO TECH	11/15/13	234664	3,214.32-
DATALINE ASSOCIATES Sum							3,214.32-
00001 DICK'S SPORTING GOODS	35994	00137532	13000924	EXERCISE GEAR #6 FIRE STA	11/15/13	234667	760.26-
DICK'S SPORTING GOODS Sum							760.26-
00001 DUNAGIN PEST CONTROL (PRE	8775235	00020141	13001065	SRV 10-12/13 POLICE COMPLX	11/15/13	234672	135.00-
00001 DUNAGIN PEST CONTROL (PRE	8775501	00020141	13001066	SRV 10-12/13 SUB-STA DEPOT	11/15/13	234672	56.70-
00001 DUNAGIN PEST CONTROL (PRE	8775219	00020141	13001067	SRV 10-12/13 #1 FIRE STA	11/15/13	234672	54.00-
00001 DUNAGIN PEST CONTROL (PRE	8775220	00020141	13001068	SRV 10-12/13 #2 FIRE STA	11/15/13	234672	54.00-
00001 DUNAGIN PEST CONTROL (PRE	8775221	00020141	13001069	SRV 10-12/13 #3 FIRE STA	11/15/13	234672	54.00-
00001 DUNAGIN PEST CONTROL (PRE	8775228	00020141	13001070	SRV 10-12/13 #4 FIRE STA	11/15/13	234672	54.00-
00001 DUNAGIN PEST CONTROL (PRE	8775223	00020141	13001071	SRV 10-12/13 #5 FIRE STA	11/15/13	234672	54.00-
00001 DUNAGIN PEST CONTROL (PRE	8775224	00020141	13001072	SRV 10-12/13 #6 FIRE STA	11/15/13	234672	54.00-
00001 DUNAGIN PEST CONTROL (PRE	8775225	00020141	13001073	SRV 10-12/13 #7 FIRE STA	11/15/13	234672	54.00-
00001 DUNAGIN PEST CONTROL (PRE	8775226	00020141	13001074	SRV 10-12/13 #8 FIRE STA	11/15/13	234672	54.00-
00001 DUNAGIN PEST CONTROL (PRE	8775234	00020141	13001075	SRV 10-12/13 POLICE RANGE	11/15/13	234672	54.00-
00001 DUNAGIN PEST CONTROL (PRE	8775237	00020141	13001076	SSRV 10-12/13 P/F ACADEMY	11/15/13	234672	60.00-
00001 DUNAGIN PEST CONTROL (PRE	8775502	00020141	13001077	SRV 10-12/13 PAVLN LAKEVW	11/15/13	234672	56.70-
00001 DUNAGIN PEST CONTROL (PRE	8775212	00020141	13001078	SRV 10-12/13 CITY HALL	11/15/13	234672	75.00-
00001 DUNAGIN PEST CONTROL (PRE	8775245	00020141	13001079	SRV 10-12/13 TRAFFIC OFFC	11/15/13	234672	54.00-
00001 DUNAGIN PEST CONTROL (PRE	8775218	00020141	13001080	SRV 10-12/13 ENGR OFFICE	11/15/13	234672	60.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 15, 2013

Page 5
Date - 11/14/13

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 DUNAGIN PEST CONTROL(PRE	8775210	00020141	13001081	SRV 10-12/13 CITY BARN	11/15/13	234672	285.00-
00001 DUNAGIN PEST CONTROL(PRE	8775204	00020141	13001082	SRV 10-12/13 AIRPORT	11/15/13	234672	54.00-
00001 DUNAGIN PEST CONTROL(PRE	8775203	00020141	13001083	SRV 10-12/13 AIRPORT MAINT	11/15/13	234672	54.00-
00001 DUNAGIN PEST CONTROL(PRE	8775473	00020141	13001084	SRV 10-12/13 HANGER #3	11/15/13	234672	54.00-
00001 DUNAGIN PEST CONTROL(PRE	8775216	00020141	13001085	SRV 10-12/13 TRAIN DEPOT	11/15/13	234672	45.00-
00001 DUNAGIN PEST CONTROL(PRE	8775229	00020141	13001086	SRV 10-12/13 HILND CEM	11/15/13	234672	45.00-
00001 DUNAGIN PEST CONTROL(PRE	8775241	00020141	13001087	SRV 10-12/13 S HILL CEM	11/15/13	234672	45.00-
DUNAGIN PEST CONTROL(PRE Sum							1,565.40-
00001 ECONOMY SUPPLY CO	201830	00137636	13000906	POSTING STAKE BOARDS PLANNING	11/15/13	234675	78.75-
00001 ECONOMY SUPPLY CO	202102	00137810	13000926	NAILS-TRAFFIC BARRICADES	11/15/13	234675	76.95-
ECONOMY SUPPLY CO Sum							155.70-
00001 ELLARD, ANDREW	TRAV ADVANCE	00137970	13000859	TRAV ADV-FTA FIN MGMT SMNAR	11/15/13	234677	467.28-
ELLARD, ANDREW Sum							467.28-
00001 EMERGENCY MEDICAL PRODUC	1600614	00138040	13001105	MEDICAL SUPP FIRE DEPT	11/15/13	234678	634.60-
EMERGENCY MEDICAL PRODUC Sum							634.60-
00001 EMPIRE TRUCK SALES (H'BU	RE006017724	00138039	13000958	REPRS U#13933 FIRE DEPT	11/15/13	234679	347.78-
EMPIRE TRUCK SALES (H'BU Sum							347.78-
00001 FASTENAL COMPANY	MSHAT164716	00137136	13000835	ELEC SUPP FUEL CENTER	11/15/13	234682	65.31-
00001 FASTENAL COMPANY	MSHAT164883	00138002	13000959	VENDING MACH ITEMS PUB WORKS	11/15/13	234682	793.51-
00001 FASTENAL COMPANY	MSHAT165314	00138194	13001109	VENDING MACHINE ITEMS P/WORKS	11/15/13	234682	174.66-
FASTENAL COMPANY Sum							1,033.48-
00001 FEDEX OFFICE AND PRINT S	1502626151	00137055	13001046	NO FIRE ARMS SIGNS FIRE DEPT	11/15/13	234683	252.49-
FEDEX OFFICE AND PRINT S Sum							252.49-
00001 FERGUSON ENTERPRISES INC	1208398	00137568	13000931	PLUMB STOCK U#15480 CONSTR	11/15/13	234684	619.05-
00001 FERGUSON ENTERPRISES INC	1208400	00137568	13000932	PLUMB STOCK U#15480 CONSTR	11/15/13	234684	749.81-
00001 FERGUSON ENTERPRISES INC	1209682	00137826	13000960	PLUMB SUPP P/W RESTRM FAUCETS	11/15/13	234684	188.91-
FERGUSON ENTERPRISES INC Sum							1,557.77-
00001 FOREMOST PROMOTIONS	235680	00136002	13000816	FIRE EDUCATION SUPPLIES	11/15/13	234686	900.38-
FOREMOST PROMOTIONS Sum							900.38-
00001 FORERUNNER TECHNOLOGIES, INV103119 TR		00137607	13001021	PHONE/PAGE SYS MAINT 10/13-1	11/15/13	234687	792.00-

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00001 FORERUNNER TECHNOLOGIES,	INV103119	CI	00137607	13001022 PHONE/PAGE SYS MAINT 10/13-1	11/15/13	234687	2,664.00-
00001 FORERUNNER TECHNOLOGIES,	INV103119	PO	00137607	13001023 PHONE/PAGE SYS MAINT 10/13-1	11/15/13	234687	3,444.00-
00001 FORERUNNER TECHNOLOGIES,	INV103119	P/	00137607	13001024 PHONE/PAGE SYS MAINT 10/13-1	11/15/13	234687	450.00-
FORERUNNER TECHNOLOGIES, Sum							7,350.00-
00001 FORESTRY SUPPLIERS INC	522414.00		00137003	13000923 OVERLAND SEARCH EQUIP-ACADEMY	11/15/13	234688	1,262.42-
FORESTRY SUPPLIERS INC Sum							1,262.42-
00001 FORREST CTY DISTRICT ATT	BAD CHECK FE	02014111	13001119	BAD CHECK RECOVERY FEE	11/15/13	234690	86.55-
FORREST CTY DISTRICT ATT Sum							86.55-
00001 FORREST GENERAL HOSPITAL	EAP CHARGE 1		00137989	13000860 EAP CHARGE 11/13	11/15/13	234691	1,785.00-
FORREST GENERAL HOSPITAL Sum							1,785.00-
00001 FUELMAN OF MS	BG120744	NP3	00137860	13000800 FUEL CHGS 10/14-20/13 POLICE	11/15/13	234692	66.61-
00001 FUELMAN OF MS	BG127044	NP3	00137935	13000865 FUEL CHG MCKINLEY 10/18/13	11/15/13	234692	80.58-
00001 FUELMAN OF MS	BG127044	NP3	00138027	13000947 FUEL CHGS 10/21-27/13 POLICE	11/15/13	234692	35.16-
FUELMAN OF MS Sum							182.35-
00001 G & K SERVICES	1035425200		00137990	13000874 UNIFORMS 10/08 TRAFFIC	11/15/13	234696	18.18-
00001 G & K SERVICES	1035423039		00137990	13000875 UNIFORMS 10/01 TRAFFIC	11/15/13	234696	18.18-
00001 G & K SERVICES	1035427352		00137990	13000876 UNIFORMS 10/15 TRAFFIC	11/15/13	234696	18.18-
00001 G & K SERVICES	1035429513		00137990	13000877 UNIFORMS 10/22 TRAFFIC	11/15/13	234696	18.18-
00001 G & K SERVICES	1035431662		00137990	13000878 UNIFORMS 10/29 TRAFFIC	11/15/13	234696	18.18-
00001 G & K SERVICES	1035423040		00137990	13000879 UNIFORMS 10/01 CONSTR	11/15/13	234696	56.88-
00001 G & K SERVICES	1035425201		00137990	13000880 UNIFORMS 10/08 CONSTR	11/15/13	234696	50.58-
00001 G & K SERVICES	1035427353		00137990	13000881 UNIFORMS 10/15 CONSTR	11/15/13	234696	50.58-
00001 G & K SERVICES	1035429514		00137990	13000882 UNIFORMS 10/22 CONSTR	11/15/13	234696	50.58-
00001 G & K SERVICES	1035431663		00137990	13000883 UNIFORMS 10/29 CONSTR	11/15/13	234696	50.58-
00001 G & K SERVICES	1035423041		00137990	13000884 MATS 10/01 CONSTR	11/15/13	234696	6.40-
00001 G & K SERVICES	1035425202		00137990	13000885 MATS 10/08 CONSTR	11/15/13	234696	6.40-
00001 G & K SERVICES	1035427354		00137990	13000886 MATS 10/15 CONSTR	11/15/13	234696	6.40-
00001 G & K SERVICES	1035429515		00137990	13000887 MATS 10/22 CONSTR	11/15/13	234696	6.40-
00001 G & K SERVICES	1035431664		00137990	13000888 MATS 10/29 CONSTR	11/15/13	234696	6.40-
00001 G & K SERVICES	1035423061		00137990	13000889 UNIFORMS 10/01 AIRPORT	11/15/13	234696	12.70-
00001 G & K SERVICES	1035425222		00137990	13000890 UNIFORMS 10/08 AIRPORT	11/15/13	234696	12.70-
00001 G & K SERVICES	1035427374		00137990	13000891 UNIFORMS 10/15 AIRPORT	11/15/13	234696	12.70-
00001 G & K SERVICES	1035431684		00137990	13000892 UNIFORMS 10/29 AIRPORT	11/15/13	234696	12.70-
00001 G & K SERVICES	1035429535		00137990	13000893 UNIFORMS 10/22 AIRPORT	11/15/13	234696	19.00-
G & K SERVICES Sum							451.90-
00001 GALL'S INC	001167588		00137756	13000912 UNIFORM BOOTS-DAVIS-POLICE	11/15/13	234697	130.48-
GALL'S INC Sum							130.48-

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00001 GAME STOP, INC dba EB GA	PRIVILEGE TA	00201498	13001063	PRIVILEGE TAX REFUND	11/15/13	234698	12.50-
GAME STOP, INC dba EB GA Sum							12.50-
00001 GAP INC (REFUNDS)	PRIVILEGE TA	00201498	13001062	PRIVILEGE TAX REFUND	11/15/13	234699	12.50-
GAP INC (REFUNDS) Sum							12.50-
00001 GARNER LUMLEY ELECTRIC S	493432	00137569	13000837	FLASHLIGHTS CONSTR DEPT	11/15/13	234700	264.00-
00001 GARNER LUMLEY ELECTRIC S	493938	00137625	13000944	LIGHT BULBS C HALL FOUNTAIN	11/15/13	234700	182.68-
GARNER LUMLEY ELECTRIC S Sum							446.68-
00001 GILKEY ELECTRIC SUPPLY C	250336	00137759	13000845	ELEC SUPP AIRPT RUNWAY LIGHTS	11/15/13	234702	201.76-
GILKEY ELECTRIC SUPPLY C Sum							201.76-
00001 GLOBAL ELECTRIC & SAFETY	03352	00136814	13000819	HAND TOOLS TRAFFIC DEPT	11/15/13	234704	77.93-
00001 GLOBAL ELECTRIC & SAFETY	03413	00136814	13000820	HAND TOOLS TRAFFIC DEPT	11/15/13	234704	66.85-
00001 GLOBAL ELECTRIC & SAFETY	03479	00136814	13000821	HAND TOOLS TRAFFIC DEPT	11/15/13	234704	73.03-
00001 GLOBAL ELECTRIC & SAFETY	03393	00137350	13000822	6 VOLT BATTERIES TRAFF STOCK	11/15/13	234704	168.96-
GLOBAL ELECTRIC & SAFETY Sum							386.77-
00001 H'BURG COCA COLA BOTTLIN	56202049179	00137829	13000779	BOTTLED WATER COUNCIL OFFICE	11/15/13	234707	49.00-
H'BURG COCA COLA BOTTLIN Sum							49.00-
00001 H'BURG HYDRAULICS INC	53547	00137507	13000828	REPR PTS U#8258 STREET	11/15/13	234708	132.50-
00001 H'BURG HYDRAULICS INC	53548	00137701	13000839	REPR PTS U#14407 SANIT	11/15/13	234708	153.71-
00001 H'BURG HYDRAULICS INC	53549	00137701	13000840	REPR PTS U#17721 SANIT	11/15/13	234708	196.94-
00001 H'BURG HYDRAULICS INC	53550	00137706	13000841	REPR PTS U#17721 SANIT	11/15/13	234708	82.01-
00001 H'BURG HYDRAULICS INC	53295	00137150	13000961	REPR PTS U#15892 SANIT	11/15/13	234708	485.00-
H'BURG HYDRAULICS INC Sum							1,050.16-
00001 HATTIESBURG ATHLETIC BOO	2013-15	00138095	13000996	SPONSOR AD 8/13-7/14	11/15/13	234709	1,000.00-
HATTIESBURG ATHLETIC BOO Sum							1,000.00-
00001 IMG COLLEGE LLC	4355991	00138094	13000997	SPONSORSHIP AD	11/15/13	234713	25,000.00-
IMG COLLEGE LLC Sum							25,000.00-
00001 INDOFF INC	2330422	00135631	13000852	BAL STMT	11/15/13	234714	41.99
00001 INDOFF INC	2360764	00137666	13000922	JANIT SUPP P/F ACADEMY	11/15/13	234714	317.27-
00001 INDOFF INC	2360231	00137654	13000928	OFFICE SUPP PUBLIC WORKS	11/15/13	234714	67.96-
00001 INDOFF INC	2360875	00137170	13000933	OFFICE SUPP PUBLIC WORKS	11/15/13	234714	521.70-

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00001 LOWE'S OF HATTIESBURG IN	905834	00136957	13000895	HOUSES/BOWLS POLICE K-9	11/15/13	234735	550.72-
00001 LOWE'S OF HATTIESBURG IN	924810	00136981	13000896	REPR/MAINT SUPP P/F ACADEMY	11/15/13	234735	175.48-
00001 LOWE'S OF HATTIESBURG IN	991676	00136981	13000897	REPR/MAINT SUPP P/F ACADEMY	11/15/13	234735	129.20-
00001 LOWE'S OF HATTIESBURG IN	924028	00136981	13000898	REPR/MAINT SUPP P/F ACADEMY	11/15/13	234735	341.88-
00001 LOWE'S OF HATTIESBURG IN	905837	00137361	13000899	BLDG MATLS F TATE DAY IN PARK	11/15/13	234735	239.94-
00001 LOWE'S OF HATTIESBURG IN	967010	00137139	13000900	RPLCMNT DOOR 302 DEASON AVE	11/15/13	234735	89.30-
00001 LOWE'S OF HATTIESBURG IN	967802	00136530	13000901	SCRAPER BLADES POLICE MAINT	11/15/13	234735	35.84-
00001 LOWE'S OF HATTIESBURG IN	967549 ADDL	00136290	13000968	ADDL AMT DUE PO#136290	11/15/13	234735	20.00-
LOWE'S OF HATTIESBURG IN Sum							1,582.36-
00001 MADDOX, GINGER	TRAV ADVANCE	00137993	13000855	TRAV ADV-FLOODPLAIN DEV CONF	11/15/13	234737	525.88-
MADDOX, GINGER Sum							525.88-
00001 MARET, MICHAEL	TRAV ADVANCE	00137992	13000856	TRAV ADV-FLOODPLAIN DEV CONF	11/15/13	234738	525.88-
MARET, MICHAEL Sum							525.88-
00001 MAULDIN COMPANY	112513	00137368	13000829	REPR PTS U#8629 STREET	11/15/13	234740	70.87-
MAULDIN COMPANY Sum							70.87-
00001 MCCAIN UNIFORMS	268818-1	00134216	13000848	BAL STMT	11/15/13	10	65.00-
00001 MCCAIN UNIFORMS	259313-1 CRE	00134216	13000849	BAL STMT	11/15/13	10	65.00-
MCCAIN UNIFORMS Sum							
00001 MCELHANEY PLUMBING INC	206747	00136785	13000850	HARDWARE SUPP 10/13 POLICE DEP	11/15/13	234742	128.40-
00001 MCELHANEY PLUMBING INC	211593	00136785	13000851	HARDWARE SUPP 10/13 POLICE DEP	11/15/13	234742	54.38-
00001 MCELHANEY PLUMBING INC	212602	00137784	13000909	TOILET SEAT DEPOT RESTROOM	11/15/13	234742	29.95-
00001 MCELHANEY PLUMBING INC	213208	00138008	13000954	PLUMB SUPP P/F ACDMY RESTROOM	11/15/13	234742	59.90-
00001 MCELHANEY PLUMBING INC	213203	00138025	13001020	PLUMB SUPP MAYOR'S RESTROOM	11/15/13	234742	217.65-
00001 MCELHANEY PLUMBING INC	213003	00137997	13001041	PLUMB SUPP #7 FIRE STA	11/15/13	234742	259.95-
00001 MCELHANEY PLUMBING INC	213379	00138160	13001106	PLUMB SUPP FIRE ADM OFFICE	11/15/13	234742	73.70-
MCELHANEY PLUMBING INC Sum							823.93-
00001 MCMULLAN EQUIPMENT CO	347047	00137604	13000921	REWIRE LIGHTS U#19100 POLICE	11/15/13	234743	253.50-
MCMULLAN EQUIPMENT CO Sum							253.50-
00001 METRO CRIMESTOPPERS INC	CITY COURT C	00201491	13000788	CITY COURT COST 10/13	11/04/13	18273	2,297.42-
METRO CRIMESTOPPERS INC Sum							2,297.42-
00001 MID SOUTH UNIFORM & SUPP	505671	00137216	13000913	JACKETS POLICE STOCK	11/15/13	234747	452.50-
00001 MID SOUTH UNIFORM & SUPP	505706	00137478	13000950	NAME TAGS POLICE DEPT	11/15/13	234747	140.35-
00001 MID SOUTH UNIFORM & SUPP	505675	00137209	13000975	SHIRTS/NAME TAGS RUPLE/REID	11/15/13	234747	242.14-

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00001 MS STATE/TAX COMM/UNDERC	PO#137889 10	00137889	13000803	TAG RNWLS UNDERCOVER UNITS	11/15/13	234762	73.75-
MS STATE/TAX COMM/UNDERC Sum							73.75-
00001 MS STATE/TREASURER/FINAN		00201490	13000853		11/04/13	18280	116,988.23-
MS STATE/TREASURER/FINAN Sum							116,988.23-
00001 MS URBAN FOREST COUNCIL	2014 DUES	00138105	13001059	2014 MBRSHF DUES	11/15/13	234763	100.00-
MS URBAN FOREST COUNCIL Sum							100.00-
00001 NAPA AUTO PARTS	497407	00137584	13000817	REPR PTS FIRE UNIT MAINT	11/15/13	234765	4,872.93-
00001 NAPA AUTO PARTS	497849	00137846	13000832	REPR PTS U#14676 SHOP	11/15/13	234765	91.73-
00001 NAPA AUTO PARTS	497328	00137551	13000905	REPR PTS U#15901 RISK MGMT	11/15/13	234765	5.45-
00001 NAPA AUTO PARTS	497832	00137848	13000938	AIR HOSE AIRPORT MAINT	11/15/13	234765	39.99-
00001 NAPA AUTO PARTS	496893	00137253	13000976	PAINT SUPP POLICE STOCK	11/15/13	234765	31.20-
00001 NAPA AUTO PARTS	497769	00137781	13001042	BATTERIES U#15491 FIRE DEPT	11/15/13	234765	646.68-
00001 NAPA AUTO PARTS	497947	00137913	13001043	REPR PTS U#14516 FIRE DEPT	11/15/13	234765	38.71-
NAPA AUTO PARTS Sum							5,726.69-
00001 NATL RIFLE ASSN SALES OF REG-DAVIS	11	00135868	13000955	REG-DAVIS-INSTRUCTOR CLASS	11/15/13	234766	595.00-
00001 NATL RIFLE ASSN SALES OF RH-09 "C2"		00135870	13001104	REG-JOHNSON INSTRUCTOR SCHOOL	11/15/13	234766	100.00-
NATL RIFLE ASSN SALES OF Sum							695.00-
00001 NEWELL PAPER COMPANY	575474	00137244	13000799	JANIT SUPP POLICE DEPT	11/15/13	234769	174.78-
00001 NEWELL PAPER COMPANY	800055	00137906	13001015	JANIT SUPP AIRPORT MAINT	11/15/13	234769	66.60-
NEWELL PAPER COMPANY Sum							241.38-
00001 NICHOLSON & COMPANY PLLC	167289	02014100	13000995	INTERIM BILLING '12-'13 AUDIT	11/15/13	234770	20,000.00-
NICHOLSON & COMPANY PLLC Sum							20,000.00-
00001 NORTHERN TOOL & EQUIP CO	29394056	00137978	13001056	PRESSURE WASHER PUBLIC WORKS	11/15/13	234772	6,899.99-
NORTHERN TOOL & EQUIP CO Sum							6,899.99-
00001 O'REILLY AUTO PARTS	0943-398572	00136215	13000916	REPR PTS POLICE STOCK	11/15/13	234773	144.38-
00001 O'REILLY AUTO PARTS	0943-401535	00136772	13000917	REPR PTS POLICE/ANIMAL CNTRL	11/15/13	234773	365.01-
00001 O'REILLY AUTO PARTS	0943-404084	00137254	13000918	REPR PTS POLICE STOCK	11/15/13	234773	690.48-
O'REILLY AUTO PARTS Sum							1,199.87-
00001 OFFICE DEPOT INC	1626171594	00137734	13000970	COMPUTER/OFFICE SUPP	11/15/13	234775	1,059.72-
00001 OFFICE DEPOT INC	679323578001	00137082	13000972	OFFICE SUPP POLICE ADM	11/15/13	234775	22.18-

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00001 OFFICE DEPOT INC	679323577001	00137082	13000973	OFFICE SUPP POLICE ADM	11/15/13	234775	42.96-
00001 OFFICE DEPOT INC	679323579001	00137082	13000974	OFFICE SUPP POLICE ADM	11/15/13	234775	99.98-
00001 OFFICE DEPOT INC	1626171590	00137684	13000982	OFFICE SUPP TRAFFIC/CONSTR	11/15/13	234775	131.22-
00001 OFFICE DEPOT INC	681462407001	00137957	13001000	STATIONERY-CHAPLAIN CHERRY	11/15/13	234775	34.95-
00001 OFFICE DEPOT INC	681478117001	00137573	13001001	COMPUTER SUPP POLICE DEPT	11/15/13	234775	179.94-
00001 OFFICE DEPOT INC	681482584001	00137606	13001002	OFFICE SUPP POLICE DEPT	11/15/13	234775	153.36-
00001 OFFICE DEPOT INC	681464599001	00137921	13001007	OFFICE SUPP TRAFFIC STOCK	11/15/13	234775	183.54-
00001 OFFICE DEPOT INC	1627173417	00137813	13001013	OFFICE/COMPUTER SUPP-ANIMAL C	11/15/13	234775	170.01-
00001 OFFICE DEPOT INC	1627173382	00137821	13001014	EQUIP BATTERIES ANIMAL CNTRL	11/15/13	234775	24.76-
00001 OFFICE DEPOT INC	681464600001	00137921	13001016	OFFICE SUPP TRAFFIC STOCK	11/15/13	234775	55.12-
00001 OFFICE DEPOT INC	68146469001	00137921	13001017	OFFICE SUPP TRAFFIC STOCK	11/15/13	234775	93.24-
00001 OFFICE DEPOT INC	1625323000	00137605	13001050	PRINTER SUPP-SHOP	11/15/13	234775	133.16-
OFFICE DEPOT INC Sum							2,384.14-
00001 OVERHEAD DOOR CO OF HBUR	64959	00138017	13000956	BAY DOOR REPR #4 FIRE STA	11/15/13	234777	203.00-
00001 OVERHEAD DOOR CO OF HBUR	64940	00137985	13000957	BAY DOOR REPR #2 FIRE STA	11/15/13	234777	138.00-
OVERHEAD DOOR CO OF HBUR Sum							341.00-
00001 PEANUTS TOWING SERVICE	64682	00137904	13000809	TOWING U#17357 POLICE	11/15/13	234782	65.00-
00001 PEANUTS TOWING SERVICE	64677	00137904	13000810	TOWING SEIZED VEHICLE	11/15/13	234782	175.00-
00001 PEANUTS TOWING SERVICE	64691	00138037	13000952	TOWING SEIZED VEHICLE	11/15/13	234782	100.00-
PEANUTS TOWING SERVICE Sum							340.00-
00001 PEARL RIVER VALLEY EPA (	102100005 11	00020143	13001090	MNTHLY 11/13 #8 FIRE STATION	11/15/13	234783	721.38-
00001 PEARL RIVER VALLEY EPA (	11/13 GENERA	00020143	13001091	MNTHLY 11/13 PUBLIC SERVICES	11/15/13	234783	4,391.27-
PEARL RIVER VALLEY EPA () Sum							5,112.65-
00001 PENNEY, J C COMMERCIAL	P9119008V00Y	00137257	13001027	CLOTH ALLOW-ROCKHOLD-POLICE	11/15/13	234784	187.93-
PENNEY, J C COMMERCIAL Sum							187.93-
00001 PINE BELT OIL COMPANY IN	1015674	00137768	13000777	WEEKLY GASOLINE PUBLIC WORKS	11/15/13	234785	15,654.53-
00001 PINE BELT OIL COMPANY IN	1015788	00137768	13000778	WEEKLY DIESEL PUBLIC WORKS	11/15/13	234785	14,266.49-
00001 PINE BELT OIL COMPANY IN	727877	00137579	13000911	MOTOR OIL POLICE STOCK	11/15/13	234785	877.18-
00001 PINE BELT OIL COMPANY IN	POLICE 10/1-	00138033	13000948	MINIT MART CHGS 10/13 POLICE	11/15/13	234785	6,055.44-
00001 PINE BELT OIL COMPANY IN	FIRE 10/1-10	00138033	13000949	MINIT MART CHGS 10/13 FIRE	11/15/13	234785	1,903.72-
00001 PINE BELT OIL COMPANY IN	735800	00138188	13001110	GAS,DIESEL CEMETERY/FORESTRY	11/15/13	234785	2,907.98-
PINE BELT OIL COMPANY IN Sum							41,665.34-
00001 PINE BELT REGIONAL SOLID	100006 10/13	00138109	13001054	REFUSE DISPOSAL 10/13 SANIT	11/15/13	234786	35,562.35-
PINE BELT REGIONAL SOLID Sum							35,562.35-
00001 PUCKETT MACHINERY COMPAN	P05C556806	00137700	13000830	REPR PTS U#14956 STREET	11/15/13	234793	64.30-

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PUCKETT MACHINERY COMPAN Sum							64.30-
00001 R & D FOODS (BAD CHECK R	TIFFANY GORD	00201484	13000872	MERCHANT FEE & FINE	11/15/13	234795	3.50-
00001 R & D FOODS (BAD CHECK R	S FILLINGAME	02014112	13001115	MERCHANT FEE & FINE	11/15/13	234795	28.72-
00001 R & D FOODS (BAD CHECK R	A WALKER 9/1	02014112	13001116	MERCHANT FEE & FINE	11/15/13	234795	40.00-
00001 R & D FOODS (BAD CHECK R	K KELLY 3/1/	02014112	13001118	MERCANT FEE & FINE	11/15/13	234795	27.44-
R & D FOODS (BAD CHECK R Sum							99.66-
00001 REGIONS CARDHOLDER SERVI	7079 10/31/1	00137445	13001093	TKTS-DOUBLE DUTCH PERFORMERS	11/15/13	234796	517.59-
00001 REGIONS CARDHOLDER SERVI	7079 10/31/1	00136684	13001094	VIDEO CONVERTER SOFTWARE	11/15/13	234796	105.69-
00001 REGIONS CARDHOLDER SERVI	1708 10/31/1	00137049	13001095	A ELLARD TRAVEL EXPENSE	11/15/13	234796	313.10-
00001 REGIONS CARDHOLDER SERVI	4670 10/31/1	00137049	13001096	C BROWN TRAVEL EXPENSE	11/15/13	234796	309.27-
00001 REGIONS CARDHOLDER SERVI	1032 10/31/1	00137049	13001097	H GOPALAN TRAVEL EXPENSE	11/15/13	234796	291.02-
00001 REGIONS CARDHOLDER SERVI	7079 10/31/1	00137721	13001098	L BARNES TRAVEL APWA CONF	11/15/13	234796	178.00-
00001 REGIONS CARDHOLDER SERVI	7079 10/31/1	00137237	13001099	A MCKINLEY TRAVEL MACE CONF	11/15/13	234796	179.82-
REGIONS CARDHOLDER SERVI Sum							1,894.49-
00001 RICOH CORP	5028025039	00137892	13000792	COPY OVERAGE 7/22-10/21 PLANN	11/15/13	234797	391.41-
RICOH CORP Sum							391.41-
00001 RJ YOUNG COMPANY	354000	00137915	13000780	COPIER 7/13-7/14 MUN COURT	11/15/13	234798	876.00-
00001 RJ YOUNG COMPANY	INV108033	00137903	13000812	COPIER 9/28-10/27 DETECTIVES	11/15/13	234798	518.00-
00001 RJ YOUNG COMPANY	INV113822	00137969	13000863	COPIER MAINT FIRE DEPT	11/15/13	234798	202.30-
00001 RJ YOUNG COMPANY	INV108113	00137933	13000864	COPIER 9/28-10/27/13 ENGR	11/15/13	234798	392.64-
00001 RJ YOUNG COMPANY	108032	00138020	13000943	COPIER 9/28-10/27 PLANNING	11/15/13	234798	390.00-
00001 RJ YOUNG COMPANY	INV102651	00138056	13000978	COPIER 9/26-10/25 P/F ACADEMY	11/15/13	234798	419.06-
RJ YOUNG COMPANY Sum							2,798.00-
00001 RYAN MOTORS INC	198383	00138067	13001057	REPR PTS U#15398 ANIMAL CNTRL	11/15/13	234800	204.26-
RYAN MOTORS INC Sum							204.26-
00001 SACKS OUTDOOR SUPPLY	17986	00138034	13001102	CLOTH ALLOW-ROBINSON-POLICE	11/15/13	234801	253.94-
SACKS OUTDOOR SUPPLY Sum							253.94-
00001 SCOTTS HYDRAULIC SERVICE	16512	00137775	13001107	REPRS U#8323 FIRE DEPT	11/15/13	234803	1,960.42-
SCOTTS HYDRAULIC SERVICE Sum							1,960.42-
00001 SHERWIN-WILLIAMS COMPANY	7287-5	00137523	13000836	PAINT SUPP PUBLIC WORKS	11/15/13	234805	29.84-
SHERWIN-WILLIAMS COMPANY Sum							29.84-

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00001 SHOWS DEARMAN & WAITS IN	17710	00138141	13001048	SRV 9/29-10/26 WHISPERING PNS	11/15/13	234806	1,530.00-
00001 SHOWS DEARMAN & WAITS IN	17711	00138148	13001051	SRV 9/29-10/26 IRENE CHAPEL	11/15/13	234806	4,450.00-
00001 SHOWS DEARMAN & WAITS IN	17736	00138150	13001052	SRV 9/29-10/26 5TH ST DRNGE	11/15/13	234806	150.00-
SHOWS DEARMAN & WAITS IN Sum							6,130.00-
00001 SIGMA CONSULTING AND TRA	REG-ELLENBUR	00138091	13001009	REG-ELLENBURG RESPONSE TRNG	11/15/13	234807	100.00-
00001 SIGMA CONSULTING AND TRA	REG-MILLER 1	00138091	13001010	REG-MILLER-RESPONSE TRNG	11/15/13	234807	100.00-
00001 SIGMA CONSULTING AND TRA	REG-WATTS 11	00138091	13001011	REG-WATTS-RESPONSE TRNG	11/15/13	234807	100.00-
00001 SIGMA CONSULTING AND TRA	REG-KEYS 11/	00138091	13001012	REG-KEYS-RESPONSE TRNG	11/15/13	234807	100.00-
SIGMA CONSULTING AND TRA Sum							400.00-
00001 SOLAR SUPPLY INC	3449400	00137914	13000919	A/C SUPP POLICE DEPT	11/15/13	234812	350.00-
00001 SOLAR SUPPLY INC	3449370	00137883	13000929	HVAC TOOLS CONSTR DEPT	11/15/13	234812	267.00-
SOLAR SUPPLY INC Sum							617.00-
00001 SOUTH MS ELITE BASKETBAL	100	00132743	13001018	SME BASKETBALL BOOKLET ADS	11/15/13	234813	150.00-
00001 SOUTH MS ELITE BASKETBAL	100	00138108	13001100	CITY OF HBURG AD	11/15/13	234813	500.00-
SOUTH MS ELITE BASKETBAL Sum							650.00-
00001 SOUTHEASTERN CONCRETE CO	12655	00134949	13000987	CONCRETE TRAINING PAD ACADEMY	11/15/13	234815	9,975.00-
00001 SOUTHEASTERN CONCRETE CO	12659	00134949	13000988	CONCRETE TRAINING PAD ACADEMY	11/15/13	234815	1,962.00-
00001 SOUTHEASTERN CONCRETE CO	12659(B)	00137924	13000989	CONCRETE TRAINING PAD ACADEMY	11/15/13	234815	692.00-
00001 SOUTHEASTERN CONCRETE CO	12007	00137924	13001061	CONCRETE ACADEMY TRAINING PAD	11/15/13	234815	1,211.00-
SOUTHEASTERN CONCRETE CO Sum							13,840.00-
00001 SOUTHERN BEVERAGE (BAD C D WALLEY 5/1	02014112	13001117	MERCHANT FEE & FINE	11/15/13	234816	50.00-	
SOUTHERN BEVERAGE (BAD C Sum							50.00-
00001 SOUTHERN PINE ELECTRIC P 11/13 GENERA	00020143	13001089	MNTHLY 11/13 PUBLIC SERVICES	11/15/13	234819	1,222.01-	
SOUTHERN PINE ELECTRIC P Sum							1,222.01-
00001 SOUTHERN PINES ANIMAL SH 12/13		00137961	13000866	HANDLING,HOUSING 12/13	11/15/13	234820	9,374.00-
SOUTHERN PINES ANIMAL SH Sum							9,374.00-
00001 SOUTHERN PIPE & SUPPLY C 7099284-00		00137917	13001040	A/C REPR PTS #2 FIRE STA	11/15/13	234821	2,025.98-
SOUTHERN PIPE & SUPPLY C Sum							2,025.98-
00001 SPEEDY PRINTING & SIGNS	18723	00137709	13000981	FIRE CODE INSPECTION FORMS	11/15/13	234824	821.95-

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SPEEDY PRINTING & SIGNS							
Sum							821.95-
00001 STANDARD OFFICE SUPPLY C	0039045-001	00137664	13000783	OFFICE SUPP MAYOR'S OFFICE	11/15/13	234825	561.44-
00001 STANDARD OFFICE SUPPLY C	0039088-001	00137664	13000784	OFFICE SUPP MAYOR'S OFFICE	11/15/13	234825	51.50-
00001 STANDARD OFFICE SUPPLY C	0039126-001	00137449	13000795	CITY LETTERHEAD	11/15/13	234825	1,000.00-
00001 STANDARD OFFICE SUPPLY C	0039169-001	00137833	13000910	OFFICE SUPP POLICE DEPT	11/15/13	234825	207.63-
00001 STANDARD OFFICE SUPPLY C	0039276-001	00137918	13000945	BOX SEALING TAPE POLICE DEPG	11/15/13	234825	119.94-
00001 STANDARD OFFICE SUPPLY C	0039304-001	00137944	13000946	OFFICE SUPP POLICE DEPT	11/15/13	234825	449.75-
00001 STANDARD OFFICE SUPPLY C	0039038-001	00137659	13000998	OFFICE SUPP CITY CLERK	11/15/13	234825	92.63-
00001 STANDARD OFFICE SUPPLY C	0039140-001	00137659	13000999	CITY CLERK/TAX ENVELOPES	11/15/13	234825	883.30-
00001 STANDARD OFFICE SUPPLY C	0039399-001	00137830	13001039	FIRE RECRUIT NAME TAGS	11/15/13	234825	193.60-
STANDARD OFFICE SUPPLY C							
Sum							3,559.79-
00001 STATIONERS INC	85929-0	00138004	13001028	OFFICIAL POLICE NOTEBOOKS	11/15/13	234826	594.68-
STATIONERS INC							
Sum							594.68-
00001 TEMPLE INC	INV0126168	00136306	13000925	TESTER FOR TRAFFIC SIGNALS	11/15/13	234827	9,470.00-
00001 TEMPLE INC	INV0126349	00138081	13001008	REPRS TRAFFIC SIGNAL EQUIP	11/15/13	234827	90.00-
TEMPLE INC							
Sum							9,560.00-
00001 THYSSENKRUPP ELEVATOR CO	3000770747	00138026	13000966	MAINT 11/13 PINE ST GARAGE	11/15/13	234831	410.45-
THYSSENKRUPP ELEVATOR CO							
Sum							410.45-
00001 TIRE CENTERS LLC	5900057553	00137908	13001044	TIRES U#14516 FIRE DEPT	11/15/13	234832	1,068.40-
TIRE CENTERS LLC							
Sum							1,068.40-
00001 TLO LLC	362606 11/01	00138029	13000951	ONLINE INVESTIGATIONS 10/13	11/15/13	234833	111.00-
TLO LLC							
Sum							111.00-
00001 TRAZY PRODUCTIONS	PO#137922 10	00137922	13000785	MUSIC/SOUND HEALTHY HOMETOWN	11/15/13	234835	350.00-
TRAZY PRODUCTIONS							
Sum							350.00-
00001 UNITED PARCEL SERVICE IN	00008E1Y1543	00137909	13000805	SERVS 9/28,10/23 POLICE DEPT	11/15/13	234840	23.09-
UNITED PARCEL SERVICE IN							
Sum							23.09-
00001 V F W OF THE US	PARKING SPAC	00137987	13000868	PARKING SPACES 11/13	11/15/13	234841	75.00-
V F W OF THE US							
Sum							75.00-

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00001 VERMEER MIDSOUTH INC	00284876 (B)	00137872	13000847	ADDL AMT DUE PO#137275	11/15/13	234844	112.13-
00001 VERMEER MIDSOUTH INC	00285091	00137783	13001112	CHIPPER REPR PTS	11/15/13	234844	354.75-
00001 VERMEER MIDSOUTH INC	00285091 (B)	00138214	13001113	ADDL AMT DUE PO#137783	11/15/13	234844	39.05-
00001 VERMEER MIDSOUTH INC	00285086	00138214	13001114	FREIGHT CHGS 137783	11/15/13	234844	20.88-
VERMEER MIDSOUTH INC Sum							526.81-
00001 VERMEER SALES & SERVICE	00284876	00137275	13000846	CHIPPER REPR PTS FORESTRY	11/15/13	234845	215.44-
VERMEER SALES & SERVICE Sum							215.44-
00001 VULCAN SIGNS	244276	00137450	13000823	END OF ROAD MARKERS TRAFFIC	11/15/13	234848	1,398.78-
VULCAN SIGNS Sum							1,398.78-
00001 WASTE MANAGEMENT OF SOUT	0006998-2526	00138110	13001055	REFUSE DISPOSAL 10/13 SANIT	11/15/13	234851	3,957.14-
WASTE MANAGEMENT OF SOUT Sum							3,957.14-
00001 WATERS INTERNATIONAL TRU	232970073	00137694	13000831	REPRS U#16082 STREET	11/15/13	234852	436.51-
00001 WATERS INTERNATIONAL TRU	232910019	00137692	13000843	REPRS U#17723 SANIT	11/15/13	234852	1,295.22-
WATERS INTERNATIONAL TRU Sum							1,731.73-
00001 WILLMUT GAS & OIL COMPAN	11/13 GENERA	00020143	13001064	MNTHLY GAS-GENERAL	11/15/13	234856	734.97-
WILLMUT GAS & OIL COMPAN Sum							734.97-
00001 1ST SOURCE SERVALL	KD8400402	00138028	13000979	ELEC SUPP #4 FIRE STA	11/15/13	234858	205.38-
1ST SOURCE SERVALL Sum							205.38-
Sum							1,453,141.58-

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PARKS & RECREATION FUND							
00002 A & R FARM AND GARDEN	261004	00137862	13000236	HERBICIDE GRNDS MAINT	11/15/13	234599	57.50-
00002 A & R FARM AND GARDEN	261003	00137895	13000237	ADDL AMT DUE PO#137862	11/15/13	234599	92.50-
A & R FARM AND GARDEN Sum							150.00-
00002 AGRI-AFC LLC	1040582	00137794	13000222	WEED KILLER TATUM PARK	11/15/13	234603	114.00-
00002 AGRI-AFC LLC	1149	00137733	13000224	GRASS SEED/FERT CRICKET FIELD	11/15/13	234603	340.50-
00002 AGRI-AFC LLC	1040738	00137520	13000255	FERTILIZER GRNDS MAINT	11/15/13	234603	4,390.45-
AGRI-AFC LLC Sum							4,844.95-
00002 ALLBRITTON CHAIN SAW & L 30000		00138086	13000263	AGRI EQUIP REPR PTS	11/15/13	234605	68.33-
ALLBRITTON CHAIN SAW & L Sum							68.33-
00002 AUTO ARMATURE SERVICE IN 11335		00138010	13000259	BATTERY U#16048 GRNDS MAINT	11/15/13	234616	115.95-
00002 AUTO ARMATURE SERVICE IN 11504		00138118	13000329	BATTERY U#15928	11/15/13	234616	106.95-
AUTO ARMATURE SERVICE IN Sum							222.90-
00002 AUTO ZONE	0139709502	00138084	13000260	JUMPER CABLES GRNDS MAINT	11/15/13	234617	93.98-
AUTO ZONE Sum							93.98-
00002 AUTOMOTIVE GLASS SPECIAL I145098		00137617	13000240	WINDOW REPR U#13130	11/15/13	234618	203.00-
AUTOMOTIVE GLASS SPECIAL Sum							203.00-
00002 B S N SPORTS	95302618 FRT	00137916	13000243	FREIGHT CHGS PO#132372	11/15/13	234619	150.00-
00002 B S N SPORTS	95656442	00137671	13000254	YOUTH FOOTBALL HELMET RACK	11/15/13	234619	662.28-
B S N SPORTS Sum							812.28-
00002 B W I	12141959	00137696	13000225	GRASS SEED BALLFIELDS	11/15/13	234620	5,192.50-
00002 B W I	12141960	00137696	13000226	GRASS SEED BALLFIELDS	11/15/13	234620	6,868.92-
B W I Sum							12,061.42-
00002 BARRETT'S NURSERY	2795	00137599	13000246	LANDSCAPE PLANTS COMM CNTRS	11/15/13	234621	320.00-
00002 BARRETT'S NURSERY	2795 (B)	00138015	13000247	FREIGHT CHGS PO#137599	11/15/13	234621	100.00-
BARRETT'S NURSERY Sum							420.00-
00002 BELL, DEVON	OFFICIAL 10/	02014107	13000291	OFFICIAL-YOUTH TACKLE	11/15/13	234623	210.00-
BELL, DEVON Sum							210.00-

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00002 BETTS, SHERMAN	OFFICIAL 10/	02014107	13000292	OFFICIAL-SOFTBALL/TACKLE	11/15/13	234625	312.00-
BETTS, SHERMAN Sum							312.00-
00002 BOND, MARK	OFFICIAL 10/	02014107	13000293	OFFICIAL-ADULT SOFTBALL	11/15/13	234629	84.00-
BOND, MARK Sum							84.00-
00002 BRACKMAN MOWER WAREHOUSE	0125281	00137859	13000241	TRIMMER REPR PTS	11/15/13	234632	119.70-
00002 BRACKMAN MOWER WAREHOUSE	0125368	00137939	13000250	DECK REPR U#18866	11/15/13	234632	1,175.00-
00002 BRACKMAN MOWER WAREHOUSE	IN0125373	00138003	13000264	REPRS MOWER U#15517	11/15/13	234632	109.95-
00002 BRACKMAN MOWER WAREHOUSE	0125404	00138043	13000265	EDGER REPR PTS	11/15/13	234632	50.00-
BRACKMAN MOWER WAREHOUSE Sum							1,454.65-
00002 BRADDOCK, ARETHA	OFFICIAL 10/	02014107	13000294	OFFICIAL-ADULT SOFTBALL	11/15/13	234633	170.00-
BRADDOCK, ARETHA Sum							170.00-
00002 BROWN, JAWAN	SPORTS SRV 1	02014109	13000311	SPORTS SUPPORT SERVICES	11/15/13	234635	56.00-
BROWN, JAWAN Sum							56.00-
00002 BUCKHAULTS ELECTRIC SERV	PO#137763 10	00137763	13000230	LIGHT REPR TATUM SOCCER FLD	11/15/13	234636	4,625.00-
BUCKHAULTS ELECTRIC SERV Sum							4,625.00-
00002 BURKE, HOWARD	OFFICIAL 10/	02014107	13000295	OFFICIAL-ADULT SOFTBALL	11/15/13	234637	85.00-
BURKE, HOWARD Sum							85.00-
00002 C & S AUTOMOTIVE LLC	1579	00137723	13000231	ALIGNMENT U#15928 GRNDS MAINT	11/15/13	234640	47.00-
C & S AUTOMOTIVE LLC Sum							47.00-
00002 CARQUEST AUTO PARTS STOR	14758-15877	00137705	13000219	REPR PTS U#18558 GRNDS MAINT	11/15/13	234644	15.33-
00002 CARQUEST AUTO PARTS STOR	14758-15881	00137705	13000220	REPR PTS U#12891 GRNDS MAINT	11/15/13	234644	13.22-
00002 CARQUEST AUTO PARTS STOR	14758-15886	00137730	13000261	REPR PTS U#9267 GRNDS MAINT	11/15/13	234644	86.78-
CARQUEST AUTO PARTS STOR Sum							115.33-
00002 CARTER, MICHAEL	OFFICIAL 10/	02014108	13000280	OFFICIAL-ADULT FLAG FTBALL	11/15/13	234646	108.00-
CARTER, MICHAEL Sum							108.00-
00002 CITY OF HATTIESBURG FUND	TRF 2ND 11/1	02014106	13000278	TRF 2ND 11/13 PAYROLL	11/13/13	36703	56,258.82-

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CITY OF HATTIESBURG FUND Sum							56,258.82-
00002 CLEMTS HARDWARE	107552	00138063	13000256	SPRINKLERS/HOSES GRNDS MAINT	11/15/13	234650	62.95-
CLEMTS HARDWARE Sum							62.95-
00002 COLON, PAUL	OFFICIAL 10/	02014108	13000281	OFFICIAL-ADULT FLAG FTBALL	11/15/13	234652	48.00-
COLON, PAUL Sum							48.00-
00002 COMMERCIAL STATIONERY CO	350979-0	00137260	13000235	COMPUTER TABLE SENIOR CENTER	11/15/13	234654	379.99-
COMMERCIAL STATIONERY CO Sum							379.99-
00002 COMSOUTH	172039	00138032	13000262	RADIO BATTERIES GRNDS MAINT	11/15/13	234655	228.80-
COMSOUTH Sum							228.80-
00002 COOK, JANICE	OFFICIAL 10/	02014108	13000282	OFFICIAL-ADULT FLAG FTBALL	11/15/13	234656	300.00-
COOK, JANICE Sum							300.00-
00002 COOLEY, NIKITA	SPORTS SRV 1	02014109	13000312	SPORTS SUPPORT SERVICES	11/15/13	234657	84.00-
COOLEY, NIKITA Sum							84.00-
00002 CURTIS, MALCOLM	OFFICIAL 10/	02014107	13000296	OFFICIAL-ADULT SOFTBALL	11/15/13	234662	136.00-
CURTIS, MALCOLM Sum							136.00-
00002 DIAMOND G REPAIRS	170272	00137940	13000268	GOAL POST REPR SAN ANTONIO FL	11/15/13	234666	220.00-
DIAMOND G REPAIRS Sum							220.00-
00002 DIXON, TIMOTHY	OFFICIAL 10/	02014107	13000297	OFFICIAL-ADULT SOFTBALL	11/15/13	234668	323.00-
DIXON, TIMOTHY Sum							323.00-
00002 DUNAGIN PEST CONTROL(PRE	8775231	00020141	13000271	SRV 10-12/13 MAINT BLDG	11/15/13	234672	54.00-
00002 DUNAGIN PEST CONTROL(PRE	8775209	00020141	13000272	SRV 10-12/13 CARPENTER SHP	11/15/13	234672	54.00-
00002 DUNAGIN PEST CONTROL(PRE	8775205	00020141	13000273	SRV 10-12/13 BOYS BRHOOD	11/15/13	234672	54.00-
00002 DUNAGIN PEST CONTROL(PRE	8775208	00020141	13000274	SRV 10-12/13 CAMERON FLD	11/15/13	234672	54.00-
00002 DUNAGIN PEST CONTROL(PRE	8775214	00020141	13000275	SRV 10-12/13 DAHMER POOL	11/15/13	234672	54.00-
00002 DUNAGIN PEST CONTROL(PRE	8775242	00020141	13000276	SRV 10-12/13 TATUM SOCCER	11/15/13	234672	135.00-
00002 DUNAGIN PEST CONTROL(PRE	8775244	00020141	13000277	SRV 10-12/13 TIMBERTON	11/15/13	234672	81.00-
DUNAGIN PEST CONTROL(PRE							

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Sum							486.00-
00002 EASTERLING, ISIAIAH (POLL OFFICIAL 10/	02014107	13000298	OFFICIAL-ADULT SOFTBALL	11/15/13	234674		170.00-
EASTERLING, ISIAIAH (POLL Sum							170.00-
00002 ECONOMY SUPPLY CO	202144	00137837	13000327	BLDG MATLS SAN ANTONIO BLDG	11/15/13	234675	55.86-
ECONOMY SUPPLY CO Sum							55.86-
00002 ELKINS WHOLESALE INC	190798-00	00137857	13000221	JANIT SUPP GRNDS MAINT	11/15/13	234676	296.88-
ELKINS WHOLESALE INC Sum							296.88-
00002 ESTERS, WILLARD (BUTCH) OFFICIAL 10/	02014107	13000299	OFFICIAL-ADULT SOFTBALL	11/15/13	234680		153.00-
ESTERS, WILLARD (BUTCH) Sum							153.00-
00002 FAIRLEY, BILLY RAY	913951	00137731	13000232	BRICK REPR VETERANS PARK	11/15/13	234681	400.00-
FAIRLEY, BILLY RAY Sum							400.00-
00002 FERGUSON, TERRELL	SPORTS SRV 1	02014109	13000313	SPORTS SUPPORT SERVICES	11/15/13	234685	70.00-
FERGUSON, TERRELL Sum							70.00-
00002 GILKEY ELECTRIC SUPPLY C	250227	00137638	13000227	ELEC SUPP LIGHTS VARI BLDGS	11/15/13	234702	320.54-
00002 GILKEY ELECTRIC SUPPLY C	250050	00137517	13000233	ELEC SUPP TOWN SQUARE PARK	11/15/13	234702	2,644.81-
00002 GILKEY ELECTRIC SUPPLY C	250414	00137517	13000234	ELEC SUPP TOWN SQUARE PARK	11/15/13	234702	112.00-
GILKEY ELECTRIC SUPPLY C Sum							3,077.35-
00002 GRIFFIN, MICHAEL	OFFICIAL 10/	02014108	13000326	OFFICIAL-ADULT FLAG FTBALL	11/15/13	234705	48.00-
GRIFFIN, MICHAEL Sum							48.00-
00002 HOOKER, CONNELLA	OFFICIAL 10/	02014108	13000284	OFFICIAL-ADULT FLAG FTBALL	11/15/13	234711	48.00-
HOOKER, CONNELLA Sum							48.00-
00002 HOSKINS, JORDAN E	SPORTS SRV 1	02014109	13000314	SPORTS SUPPORT SERVICES	11/15/13	234712	63.00-
HOSKINS, JORDAN E Sum							63.00-
00002 IRBY, STUART C CO	S007903274.0	00137639	13000228	ELEC SUPP LIGHTS DAHMER PAVLN	11/15/13	234716	61.50-
00002 IRBY, STUART C CO	S007868504.0	00137063	13000252	RPLCMNT GLOBES TOWN SQ PARK	11/15/13	234716	1,778.37-

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IRBY, STUART C CO Sum							1,839.87-
00002 JONES, ANN	PETTY CASH 1	00138030	13000245	PETTY CASH GRNDS MAINT	11/15/13	234721	236.71-
JONES, ANN Sum							236.71-
00002 KETTLEY, ANNETTE	SPORTS SRV 1	02014109	13000315	SPORTS SUPPORT SERVICES	11/15/13	234723	84.00-
KETTLEY, ANNETTE Sum							84.00-
00002 KEYS, MECHEKA	SPORTS SRV 1	02014109	13000316	SPORTS SUPPORT SERVICES	11/15/13	234724	98.00-
KEYS, MECHEKA Sum							98.00-
00002 KIRKSEY, JOHNATHAN	OFFICIAL 10/	02014107	13000300	OFFICIAL-TACKLE FOOTBALL	11/15/13	234725	451.00-
KIRKSEY, JOHNATHAN Sum							451.00-
00002 KIRKSEY, NANCY JONES	SPORTS SRV 1	02014109	13000317	SPORTS SUPPORT SERVICES	11/15/13	234726	250.00-
KIRKSEY, NANCY JONES Sum							250.00-
00002 LANGHAM, PAUL	OFFICIAL 10/	02014108	13000285	OFFICIAL-ADULT FLAG FTBALL	11/15/13	234728	60.00-
LANGHAM, PAUL Sum							60.00-
00002 LEE, REGINALD	OFFICIAL 10/	02014107	13000301	OFFICIAL-FOOTBALL	11/15/13	234730	346.00-
LEE, REGINALD Sum							346.00-
00002 MCELHANEY PLUMBING INC	212113	00137905	13000239	PLUMB SUPP TATUM SOCCER FLD#5	11/15/13	234742	99.93-
00002 MCELHANEY PLUMBING INC	213234	00138089	13000328	PLUMB SUPP GRNDS SHOP RESTRM	11/15/13	234742	96.03-
MCELHANEY PLUMBING INC Sum							195.96-
00002 MCNAIR, EVELENE	OFFICIAL 10/	02014107	13000302	OFFICIAL-SOFTBALL	11/15/13	234744	306.00-
MCNAIR, EVELENE Sum							306.00-
00002 MCSWAIN, ZA'TARRA	OFFICIAL 10/	02014108	13000286	OFFICIAL-ADULT FLAG FTBALL	11/15/13	234745	84.00-
MCSWAIN, ZA'TARRA Sum							84.00-
00002 MIKE'S TIRE & WHEEL CO	2170795	00137853	13000229	TIRES U#14127 GRNDS MAINT	11/15/13	234748	542.04-
00002 MIKE'S TIRE & WHEEL CO	2170803	00137888	13000242	TIRE/TUBE U#17714	11/15/13	234748	139.02-
00002 MIKE'S TIRE & WHEEL CO	2170931	00138048	13000266	TRACTOR TIRE REPR U#18474	11/15/13	234748	20.16-

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00002 MIKE'S TIRE & WHEEL CO	2170930	00138055	13000267	MOWER TIRE U#17561	11/15/13	234748	86.67-
MIKE'S TIRE & WHEEL CO Sum							787.89-
00002 MILLER, CLIFF	OFFICIAL 10/	02014107	13000303	OFFICIAL-ADULT SOFTBALL	11/15/13	234749	51.00-
MILLER, CLIFF Sum							51.00-
00002 MOORE'S LOCK AND KEY LLC	14523	00138187	13000331	LOCK REPR SAN ANTONIO FLD	11/15/13	234752	65.00-
MOORE'S LOCK AND KEY LLC Sum							65.00-
00002 MS POWER COMPANY	11/13 PKS/RE	00020143	13000279	MNTHLY ELEC-PARKS & REC	11/15/13	234760	1,344.90-
MS POWER COMPANY Sum							1,344.90-
00002 MYERS, JAMES	OFFICIAL 10/	02014107	13000304	OFFICIAL-ADULT SOFTBALL	11/15/13	234764	279.00-
MYERS, JAMES Sum							279.00-
00002 NORRIS, RANDY	OFFICIAL 10/	02014107	13000305	OFFICIAL-ADULT SOFTBALL	11/15/13	234771	204.00-
NORRIS, RANDY Sum							204.00-
00002 OHENRY PRODUCTIONS INC	5532	00137608	13000257	TENT FOR CITY FUNCTIONS	11/15/13	234776	2,935.00-
00002 OHENRY PRODUCTIONS INC	5532 (B)	00137609	13000258	PRICE CORRECTION PO#137608	11/15/13	234776	265.00-
OHENRY PRODUCTIONS INC Sum							3,200.00-
00002 PARTRIDGE, SETH	OFFICIAL 10/	02014108	13000287	OFFICIAL-ADULT FLAG FTBALL	11/15/13	234781	24.00-
PARTRIDGE, SETH Sum							24.00-
00002 PEANUTS TOWING SERVICE	64766	00138129	13000330	TOWING U#6111 GRNDS MAINT	11/15/13	234782	75.00-
PEANUTS TOWING SERVICE Sum							75.00-
00002 PINE BELT TROPHY	PO#137879 10	00137879	13000244	TROPHIES YTH TACKLE FOOTBALL	11/15/13	234787	720.00-
PINE BELT TROPHY Sum							720.00-
00002 PIONEER MANUFACTURING CO	INV500408	00137847	13000251	PAINT MACHINE REPR PTS	11/15/13	234788	419.70-
PIONEER MANUFACTURING CO Sum							419.70-
00002 POWELL, RANDY	SPORTS SRV 1	02014109	13000318	SPORTS SUPPORT SERVICES	11/15/13	234789	210.00-

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POWELL, RANDY Sum							210.00-
00002 PRIDE CLEANERS	6911	00138172	13000332	CLEAN YTH FOOTBALL JERSEYS	11/15/13	234791	387.00-
00002 PRIDE CLEANERS	6979	00138172	13000333	CLEAN YTH FOOTBALL JERSEYS	11/15/13	234791	258.00-
PRIDE CLEANERS Sum							645.00-
00002 ROLLIN, JACOB	OFFICIAL 10/	02014108	13000288	OFFICIAL-ADULT FLAG FTBALL	11/15/13	234799	12.00-
ROLLIN, JACOB Sum							12.00-
00002 SCENIC LANDSCAPES, LLC (4342		00137598	13000253	IRRIGATION REPR TATUM PARK	11/15/13	234802	2,500.00-
SCENIC LANDSCAPES, LLC (							2,500.00-
Sum							
00002 SIMPSON, LYNN	OFFICIAL 10/	02014107	13000306	OFFICIAL-ADULT SOFTBALL	11/15/13	234809	85.00-
SIMPSON, LYNN Sum							85.00-
00002 SIMPSON, NELDA	SPORTS SRV 1	02014109	13000319	SPORTS SUPPORT SERVICES	11/15/13	234810	35.00-
SIMPSON, NELDA Sum							35.00-
00002 SMITH, THOMAS III	OFFICIAL 10/	02014108	13000289	OFFICIAL-ADULT FLAG FTBALL	11/15/13	234811	48.00-
SMITH, THOMAS III Sum							48.00-
00002 SOUTH, CASSIUS	SPORTS SRV 1	02014109	13000320	SPORTS SUPPORT SERVICES	11/15/13	234814	84.00-
SOUTH, CASSIUS Sum							84.00-
00002 SOUTHEASTERN CONCRETE CO 12602		00137613	13000223	CONCRETE DAHMER DUMPSTER PAD	11/15/13	234815	235.50-
SOUTHEASTERN CONCRETE CO Sum							235.50-
00002 SOUTHERN FOREST PRODUCTS 2666		00137855	13000248	WOOD SHAVINGS CITY WIDE USE	11/15/13	234817	800.00-
SOUTHERN FOREST PRODUCTS Sum							800.00-
00002 SOUTHERN MS PINE STRAW 8606		00137893	13000238	PINE STRAW TRAIN DEPOT	11/15/13	234818	250.00-
SOUTHERN MS PINE STRAW Sum							250.00-
00002 SPEEDY PRINTING & SIGNS 18715		00137656	13000334	WRIST BANDS YOUTH LEAGUE 2013	11/15/13	234824	396.00-

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SPEEDY PRINTING & SIGNS Sum							396.00-
00002 STANDARD OFFICE SUPPLY C	0039243-001	00137901	13000269	PRINTER SUPP REC ADM	11/15/13	234825	220.71-
STANDARD OFFICE SUPPLY C Sum							220.71-
00002 THOMPSON, JESSICA	OFFICIAL 10/	02014107	13000307	OFFICIAL-ADULT SOFTBALL	11/15/13	234829	68.00-
THOMPSON, JESSICA Sum							68.00-
00002 TROTTER, COREY	OFFICIAL 10/	02014107	13000308	OFFICIAL-ADULT SOFTBALL	11/15/13	234836	102.00-
TROTTER, COREY Sum							102.00-
00002 TROTTER, WILLIE	OFFICIAL 10/	02014107	13000309	OFFICIAL-ADULT SOFTBALL	11/15/13	234837	85.00-
TROTTER, WILLIE Sum							85.00-
00002 VARNADO, ALEXZANDRIA	SPORTS SRV 1	02014109	13000321	SPORTS SUPPORT SERVICES	11/15/13	234842	28.00-
VARNADO, ALEXZANDRIA Sum							28.00-
00002 VARNADO, UNDRA	SPORTS SRV 1	02014109	13000322	SPORTS SUPPORT SERVICES	11/15/13	234843	147.00-
VARNADO, UNDRA Sum							147.00-
00002 VESELY'S NURSERY	PO#137791 11	00137791	13000249	PANSIES VETERANS PK LANDSCAPE	11/15/13	234846	412.50-
VESELY'S NURSERY Sum							412.50-
00002 VINCENT, CALVIN JR	SPORTS SRV 1	02014109	13000323	SPORTS SUPPORT SERVICES	11/15/13	234847	376.00-
VINCENT, CALVIN JR Sum							376.00-
00002 WALKER, TEDDRIC	OFFICIAL 10/	02014107	13000310	OFFICIAL-ADULT SOFTBALL	11/15/13	234849	119.00-
WALKER, TEDDRIC Sum							119.00-
00002 WHEELER, CURTIS	SPORTS SRV 1	02014109	13000324	SPORTS SUPPORT SERVICES	11/15/13	234854	98.00-
WHEELER, CURTIS Sum							98.00-
00002 WILEY, RAYCORY	SPORTS SRV 1	02014109	13000325	SPORTS SUPPORT SERVICES	11/15/13	234855	70.00-
WILEY, RAYCORY Sum							70.00-

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WATER & SEWER OPERATION/MAINT.							
00009 ALLBRITTON CHAIN SAW & L	29927	00137930	13000208	PTO CLUTCH PLANT MOWER	11/15/13	234605	479.70-
ALLBRITTON CHAIN SAW & L Sum							479.70-
00009 BLOSSMAN GAS INC	315698	00137942	13000197	PROPANE PLANT FORKLIFT	11/15/13	234627	26.00-
BLOSSMAN GAS INC Sum							26.00-
00009 BONNER ANALYTICAL TESTIN	53787	00137877	13000175	BOIL WATER SAMPLES VARI LOC	11/15/13	234630	371.00-
00009 BONNER ANALYTICAL TESTIN	53806	00137877	13000176	BOIL WATER SAMPLES VARI LOC	11/15/13	234630	159.00-
00009 BONNER ANALYTICAL TESTIN	53786	00137877	13000177	NPDES MONITORING 10/13 LAGOON	11/15/13	234630	885.82-
00009 BONNER ANALYTICAL TESTIN	53870	00138064	13000213	REPEAT 10/13 SOUTH LAGOON	11/15/13	234630	157.10-
BONNER ANALYTICAL TESTIN Sum							1,572.92-
00009 CAMERON ELECTRIC MOTOR C	28597	00137959	13000239	LIME MACHINE MOTOR PLT #1	11/15/13	234642	590.01-
CAMERON ELECTRIC MOTOR C Sum							590.01-
00009 CARQUEST AUTO PARTS STOR	14758-15885	00137626	13000199	REPR PTS U#13061 SEWER	11/15/13	234644	463.60-
00009 CARQUEST AUTO PARTS STOR	14758-16196	00137876	13000201	REPR PTS U#13081 LAGOON	11/15/13	234644	803.38-
CARQUEST AUTO PARTS STOR Sum							1,266.98-
00009 CENTRAL PIPE SUPPLY INC	R96322	00136777	13000178	PLUMB SUPP TRANS/SEWER STOCK	11/15/13	234647	1,904.32-
00009 CENTRAL PIPE SUPPLY INC	R98205	00137650	13000179	PLUMB SUPP TRANS STOCK	11/15/13	234647	1,738.59-
00009 CENTRAL PIPE SUPPLY INC	R97611	00139777	13000180	PLUMB SUPP TRANS STOCK	11/15/13	234647	85.64-
00009 CENTRAL PIPE SUPPLY INC	R97079	00136777	13000181	CREDIT	11/15/13	234647	85.64
00009 CENTRAL PIPE SUPPLY INC	R98373	00137668	13000194	PLUMB SUPP TRANS STOCK	11/15/13	234647	832.36-
00009 CENTRAL PIPE SUPPLY INC	R98204	00137534	13000203	PLUMB SUPP TRANS STOCK	11/15/13	234647	166.80-
00009 CENTRAL PIPE SUPPLY INC	R98745	00137534	13000204	PLUMB SUPP TRANS STOCK	11/15/13	234647	75.60-
00009 CENTRAL PIPE SUPPLY INC	R98744	00137875	13000205	PLUMB SUPP TRANS DEPT	11/15/13	234647	69.65-
00009 CENTRAL PIPE SUPPLY INC	R95416	00136439	13000233	PLUMB SUPP TRANS STOCK	11/15/13	234647	238.95-
00009 CENTRAL PIPE SUPPLY INC	R95888	00136439	13000234	PLUMB SUPP TRANS STOCK	11/15/13	234647	72.45-
00009 CENTRAL PIPE SUPPLY INC	R96323	00136439	13000235	PLUMB SUPP TRANS STOCK	11/15/13	234647	47.00-
00009 CENTRAL PIPE SUPPLY INC	R81124	00138181	13000236	PLUMB SUPP TRANS STOCK	11/15/13	234647	9,872.00-
CENTRAL PIPE SUPPLY INC Sum							15,017.72-
00009 CERTIFIED LABORATORIES	1300697	00137960	13000240	CHEMICALS SEWER DEPT	11/15/13	234648	14,497.25-
CERTIFIED LABORATORIES Sum							14,497.25-
00009 CITY OF HATTIESBURG FUND	TRF 2ND 11/1	02014106	13000228	TRF 2ND 11/13 PAYROLL	11/13/13	21708	98,864.05-
CITY OF HATTIESBURG FUND Sum							98,864.05-
00009 COVINGTON SALES & SERVIC	63921	00137662	13000200	REPR PTS U#18897,U#10811 SWR	11/15/13	234660	392.70-

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COVINGTON SALES & SERVIC Sum							392.70-
00009 DUNAGIN PEST CONTROL(PRE	8775249	00020141	13000221	SRV 10-12/13 WATER OFFICE	11/15/13	234672	54.00-
00009 DUNAGIN PEST CONTROL(PRE	8775246	00020141	13000222	SRV 10-12/13 PLT-LOWER	11/15/13	234672	54.00-
00009 DUNAGIN PEST CONTROL(PRE	8775247	00020141	13000223	SRV 10-12/13 PLT-UPPER	11/15/13	234672	54.00-
00009 DUNAGIN PEST CONTROL(PRE	8775250	00020141	13000224	SRV 10-12/13 JAMES ST PLT	11/15/13	234672	56.70-
00009 DUNAGIN PEST CONTROL(PRE	8775206	00020141	13000225	SRV 10-12/13 BURKETT STA	11/15/13	234672	45.00-
00009 DUNAGIN PEST CONTROL(PRE	8775217	00020141	13000226	SRV 10-12/13 E LAUREL STA	11/15/13	234672	45.00-
00009 DUNAGIN PEST CONTROL(PRE	8775233	00020141	13000227	SRV 10-12/13 N LAGOON	11/15/13	234672	45.00-
DUNAGIN PEST CONTROL(PRE Sum							353.70-
00009 FASTENAL COMPANY	MSHAT164965	00137565	13000198	JOBBER DRILL SET SEWER DEPT	11/15/13	234682	54.43-
FASTENAL COMPANY Sum							54.43-
00009 G & K SERVICES	1035407993	00137880	13000183	UNIFORMS 8/13 WTR SERV EMP	11/15/13	234696	20.00-
00009 G & K SERVICES	1035410135	00137880	13000184	UNIFORMS 8/20 WTR SERV EMP	11/15/13	234696	20.00-
00009 G & K SERVICES	1035412294	00137880	13000185	UNIFORMS 8/27 WTR SERV EMP	11/15/13	234696	16.00-
00009 G & K SERVICES	1035414430	00137880	13000186	UNIFORMS 9/03 WTR SERV EMP	11/15/13	234696	16.00-
00009 G & K SERVICES	1035416593	00137880	13000187	UNIFORMS 9/10 WTR SERV EMP	11/15/13	234696	16.00-
00009 G & K SERVICES	1035418735	00137880	13000188	UNIFORMS 9/17 WTR SERV EMP	11/15/13	234696	16.00-
00009 G & K SERVICES	1035420887	00137880	13000189	UNIFORMS 9/24 WTR SERV EMP	11/15/13	234696	16.00-
00009 G & K SERVICES	1035423033	00137880	13000190	UNIFORMS 10/01 WTR SERV EMP	11/15/13	234696	16.00-
00009 G & K SERVICES	1035425194	00137880	13000191	UNIFORMS 10/08 WTR SERV EMP	11/15/13	234696	16.00-
00009 G & K SERVICES	1035427346	00137880	13000192	UNIFORMS 10/15 WTR SERV EMP	11/15/13	234696	16.00-
00009 G & K SERVICES	1035429507	00137880	13000193	UNIFORMS 10/22 WTR SERV EMP	11/15/13	234696	16.00-
G & K SERVICES Sum							184.00-
00009 INDOFF INC	2362851	00137779	13000196	JANIT/OFFICE SUPP WTR PLANT	11/15/13	234714	287.24-
INDOFF INC Sum							287.24-
00009 MAACO COLLISION REPAIR &	16119	00137663	13000211	DOOR REPR U#14760 WTR PLANT	11/15/13	234736	299.45-
00009 MAACO COLLISION REPAIR &	16119(B)	00137968	13000212	ADDL AMT DUE PO#137663	11/15/13	234736	92.00-
MAACO COLLISION REPAIR & Sum							391.45-
00009 MS POWER COMPANY	11/13 W&SO&M	00020143	13000232	MNTHLY ELEC-W&SO&M	11/15/13	234760	35,212.90-
MS POWER COMPANY Sum							35,212.90-
00009 NAPA AUTO PARTS	497851	00137846	13000174	REPR PTS U#11546 SEWER	11/15/13	234765	45.21-
NAPA AUTO PARTS Sum							45.21-
00009 NICHOLSON & COMPANY PLLC	167324	02014110	13000229	INTERIM BILLING '12-'13 AUDIT	11/15/13	234770	4,000.00-

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POLICE FORFEITURES FUND							
00019 FORREST CTY DIST ATTY(SE	20% SHARE \$3	00201496	13000009	20% SHARE SEIZED CASH	11/15/13	234689	625.00-
FORREST CTY DIST ATTY(SE							625.00-
Sum							
00019 OFFICE DEPOT INC	679323159001	00137489	13000008	METRO CRIME SCENE SUPPLIES	11/15/13	234775	169.98-
OFFICE DEPOT INC							169.98-
Sum							
00019 TOP NOTCH EMBROIDERY	29	00137842	13000010	TEE SHIRTS DARE/GREAT GRAD	11/15/13	234834	2,720.20-
TOP NOTCH EMBROIDERY							2,720.20-
Sum							
							3,515.18-
Sum							

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MUNICIPAL ROAD & BRIDGE 00072 AGGIE'S CONSTRUCTION	PO#138232 11	00138232	13000048	DRIVEWAY REPR 3420 HARDY ST	11/15/13	234602	4,650.00-
AGGIE'S CONSTRUCTION Sum							4,650.00-
00072 BUSH CONSTRUCTION COMPAN EST#1		00138132	13000043	CONSTR QUINN ST PED BRIDGE	11/15/13	234638	35,665.54-
BUSH CONSTRUCTION COMPAN Sum							35,665.54-
00072 DEWS, C L & SONS FOUNDRY 132316		00135908	13000033	RISER RINGS CAMP ST PAVING	11/15/13	234665	1,075.00-
DEWS, C L & SONS FOUNDRY Sum							1,075.00-
00072 DUNN ROADBUILDERS LLC EST#8		00137897	13000031	SRV 9/13 HARDY ST WIDENING	11/15/13	234673	149,498.06-
DUNN ROADBUILDERS LLC Sum							149,498.06-
00072 GARVEY, MIKE INC REALTOR 11-7-13		00138130	13000041	SRVS UNETTA/BROAD ST BRIDGES	11/15/13	234701	1,200.00-
GARVEY, MIKE INC REALTOR Sum							1,200.00-
00072 JACKSON BOWMAN & ARRINGT 53555		00138138	13000042	SRVS DOWNTOWN TRANSPORTATION	11/15/13	234717	35.00-
JACKSON BOWMAN & ARRINGT Sum							35.00-
00072 MS POWER COMPANY 17458-28005		00136642	13000049	INSTALL LIGHTS HARDY ST	11/15/13	234761	55,777.51-
MS POWER COMPANY Sum							55,777.51-
00072 NEEL-SCHAFFER INC 1014064-SRTS		00138145	13000034	SRVS 8/1-9/30 GENERAL CONSULT	11/15/13	234768	385.70-
00072 NEEL-SCHAFFER INC 1014064-B		00138147	13000035	SRVS 8/1-9/30 GENERAL CONSULT	11/15/13	234768	931.92-
00072 NEEL-SCHAFFER INC 1014064-CART		00138149	13000037	SRVS 8/1-9/30 GENERAL CONSULT	11/15/13	234768	513.88-
00072 NEEL-SCHAFFER INC 1014084-27TH		00138151	13000038	SRVS 8/1-9/30 GENERAL CONSULT	11/15/13	234768	62.35-
00072 NEEL-SCHAFFER INC 1014069		00138152	13000039	SRV 9/13 MDTOWN/HARDY/28TH	11/15/13	234768	38,617.07-
00072 NEEL-SCHAFFER INC 1014064-12-7		00138144	13000044	SRVS 8/1-9/30 BIKE LANES	11/15/13	234768	28,113.37-
00072 NEEL-SCHAFFER INC APPL #4		00138140	13000045	SRVS 8/1-9/30 4TH ST EXP PH I	11/15/13	234768	55,982.06-
NEEL-SCHAFFER INC Sum							124,606.35-
00072 SHOWS DEARMAN & WAITS IN 17725		00138146	13000036	SRVS 9/29-10/26 QUINN ST BRDG	11/15/13	234806	2,125.00-
00072 SHOWS DEARMAN & WAITS IN 17712		00138153	13000040	SRV 9/29-10/26 HARDY ST WIDNG	11/15/13	234806	6,082.73-
SHOWS DEARMAN & WAITS IN Sum							8,207.73-
00072 WARREN PAVING INC 810754		00136970	13000032	RELOC EXPNS 4TH ST EXP PH I	11/15/13	234850	9,752.40-
00072 WARREN PAVING INC APPL #7		00138142	13000046	SRVS 10/13 4TH ST EXPAN PH I	11/15/13	234850	171,745.42-
WARREN PAVING INC							

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Sum

CITY OF HATTIESBURG
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND							
00073 AIRGAS USA LLC (NORDAN S	9913360850	M 00137886	13000040	CYL RENT 9/13 MASS TRANSIT	11/15/13	234604	114.48-
AIRGAS USA LLC (NORDAN S							
Sum							114.48-
00073 AUTO ARMATURE SERVICE IN	11031	00137587	13000064	BATTERY U#17382	11/15/13	234616	65.42-
AUTO ARMATURE SERVICE IN							
Sum							65.42-
00073 CARQUEST AUTO PARTS STOR	14758-16945	00137665	13000065	REPR PTS U#16234	11/15/13	234644	217.06-
CARQUEST AUTO PARTS STOR							
Sum							217.06-
00073 CITY OF HATTIESBURG FUND	TRF 2ND 11/1	02014106	13000063	TRF 2ND 11/13 PAYROLL	11/13/13	18287	25,351.89-
CITY OF HATTIESBURG FUND							
Sum							25,351.89-
00073 CUMMINS MID SOUTH LLC	003-46287	00137616	13000043	PUMP REPR U#16234	11/15/13	234661	2,424.69-
CUMMINS MID SOUTH LLC							
Sum							2,424.69-
00073 DUNAGIN PEST CONTROL(PRE	8775232	00020141	13000062	SRV 10-12/13 MASS TRANSIT	11/15/13	234672	54.00-
DUNAGIN PEST CONTROL(PRE							
Sum							54.00-
00073 G & K SERVICES	1035423048	00138075	13000044	UNIFORMS 10/01 DRIVERS	11/15/13	234696	39.60-
00073 G & K SERVICES	1035425209	00138075	13000045	UNIFORMS 10/08 DRIVERS	11/15/13	234696	39.60-
00073 G & K SERVICES	1035427361	00138075	13000046	UNIFORMS 10/15 DRIVERS	11/15/13	234696	39.60-
00073 G & K SERVICES	1035429522	00138075	13000047	UNIFORMS 10/22 DRIVERS	11/15/13	234696	39.60-
00073 G & K SERVICES	1035431671	00138075	13000048	UNIFORMS 10/29 DRIVERS	11/15/13	234696	39.60-
00073 G & K SERVICES	1035423050	00138076	13000049	UNIFORMS 10/01 MECHANICS	11/15/13	234696	8.00-
00073 G & K SERVICES	1035425211	00138076	13000050	UNIFORMS 10/08 MECHANICS	11/15/13	234696	8.00-
00073 G & K SERVICES	1035427363	00138076	13000051	UNIFORMS 10/15 MECHANICS	11/15/13	234696	8.00-
00073 G & K SERVICES	1035429524	00138076	13000052	UNIFORMS 10/22 MECHANICS	11/15/13	234696	8.00-
00073 G & K SERVICES	1035431673	00138076	13000053	UNIFORMS 10/29 MECHANICS	11/15/13	234696	8.00-
00073 G & K SERVICES	1035423051	00138074	13000054	MATS 10/01	11/15/13	234696	5.10-
00073 G & K SERVICES	1035425212	00138074	13000055	MATS 10/05	11/15/13	234696	5.10-
00073 G & K SERVICES	1035427364	00138074	13000056	MATS 10/15	11/15/13	234696	5.10-
00073 G & K SERVICES	1035429525	00138074	13000057	MATS 10/22	11/15/13	234696	5.10-
00073 G & K SERVICES	1035431674	00138074	13000058	MATS 10/29	11/15/13	234696	5.10-
G & K SERVICES							
Sum							263.50-
00073 JACKSON, ROOSEVELT III	9962771 PO#1	00138018	13000061	CLEAN/PAINT BUILDING	11/15/13	234718	4,985.00-
JACKSON, ROOSEVELT III							
Sum							4,985.00-
00073 O'REILLY AUTO PARTS	0943-06602	00137822	13000059	BATTERIES U#16235	11/15/13	234773	439.98-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 CITY OF HATTIESBURG FUND	TRF 2ND 11/1	02014106	13000051	TRF 2ND 11/13/13 PAYROLL	11/13/13	36703	21,320.48-
CITY OF HATTIESBURG FUND							
Sum							21,320.48-
00077 COURTNEY'S RESTAURANT EQ	8004	00137823	13000042	CLEAN ICE MACHINES COMM CNTRS	11/15/13	234659	688.65-
00077 COURTNEY'S RESTAURANT EQ	8029	00138099	13000054	STOVE REPR SHERRILL CNTR	11/15/13	234659	173.80-
COURTNEY'S RESTAURANT EQ							
Sum							862.45-
00077 DUNAGIN PEST CONTROL(PRE	8775207	00020141	13000046	SRV 10-12/13 CE ROY CNTR	11/15/13	234672	120.00-
00077 DUNAGIN PEST CONTROL(PRE	8775239	00020141	13000047	SRV 10-12/13 SHERRILL CNTR	11/15/13	234672	120.00-
00077 DUNAGIN PEST CONTROL(PRE	8775240	00020141	13000048	SRV 10-12/13 SIGLER BLDG	11/15/13	234672	54.00-
00077 DUNAGIN PEST CONTROL(PRE	8775238	00020141	13000049	SRV 10-12/13 REC CNTR	11/15/13	234672	54.00-
00077 DUNAGIN PEST CONTROL(PRE	8775213	00020141	13000050	SRV 10-12/13 CULTURAL CTR	11/15/13	234672	54.00-
DUNAGIN PEST CONTROL(PRE							
Sum							402.00-
00077 ELKINS WHOLESALE INC	191054-00	00137926	13000039	JANIT SUPP COMM CNTRS	11/15/13	234676	848.39-
ELKINS WHOLESALE INC							
Sum							848.39-
00077 GILLILANDS ELECTRONICS S	55990	00138087	13000043	NEW PHONE LINE CE ROY CNTR	11/15/13	234703	75.00-
GILLILANDS ELECTRONICS S							
Sum							75.00-
00077 H.H.S CLASS OF 63 (REFUN	SHERRILL CNT	02014104	13000057	DAMAGE DEPOSIT REFUND	11/15/13	234706	100.00-
H.H.S CLASS OF 63 (REFUN							
Sum							100.00-
00077 INDOFF INC	2362892	00137792	13000041	STORAGE SHELVES CE ROY CNTR	11/15/13	234714	799.96-
INDOFF INC							
Sum							799.96-
00077 IRBY, STUART C CO	S007909619.0	00137690	13000037	ELEC SUPP CULTURAL CNTR POOL	11/15/13	234716	123.16-
IRBY, STUART C CO							
Sum							123.16-
00077 MASSENGALE, MATT (REFUND	CE ROY CNTR	02014104	13000055	DAMAGE DEPOSIT REFUND	11/15/13	234739	100.00-
MASSENGALE, MATT (REFUND							
Sum							100.00-
00077 MCBRIDE, SONYA (REFUNDS)	CE ROY CNTR	02014104	13000058	DAMAGE DEPOSIT REFUND	11/15/13	234741	100.00-
MCBRIDE, SONYA (REFUNDS)							
Sum							100.00-
00077 MID SOUTH GLASS INC	6039539	00138011	13000044	WINDOW REPR U#16048 COMM CTRS	11/15/13	234746	91.00-

CITY OF HATTIESBURG
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Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount

Grand Total Level						-----
Sum						3,551,568.96-

**ADDENDUM CLAIMS DOCKET
PERIOD ENDING NOVEMBER 15, 2013**

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	CLAIMS NUMBER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
01	LIGHTHOUSE RESCUE MISSION INC	2:12-CV-00184-KS-MTP	138378	1183	LAWSUIT DAMAGE SETTLEMENT	11/18/13	18340	15,000.00

TOTAL 15,000.00

City of Hattiesburg, MS

*200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401*



Meeting Agenda - Final

Tuesday, November 19, 2013

4:30 PM

Council Chambers

City Council - Amendments to the Agenda

Add Policy Agenda Item VI.-15 at the request of the Administration and the Council as follows:

- VI. - 15** [2013-0766](#) APPROVE OR DENY to acknowledge proposal received November 11, 2013, from Groundworx, LLC, for land application of treated wastewater effluent and to enter into negotiations with Groundworx, LLC, for a mutually agreeable services agreement with the City of Hattiesburg, MS to collect, store, transport, treat and dispose of wastewater through a land application disposal system in accordance with the rules and regulations of the Mississippi Department of Environmental Quality (MDEQ) and the United States Environmental Protection Agency (EPA) for an agreed-to fee.



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2013-0766

File ID: 2013-0766

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 11/19/2013

Final Action: 11/19/2013

Brief Title: Acknowledge proposal and enter into negotiations with Groundworx, LLC, for land application of treated wastewater effluent

Minute Book Number: MB2013-348-349

Title:

APPROVE OR DENY to acknowledge proposal received November 11, 2013, from Groundworx, LLC, for land application of treated wastewater effluent and to enter into negotiations with Groundworx, LLC, for a mutually agreeable services agreement with the City of Hattiesburg, MS to collect, store, transport, treat and dispose of wastewater through a land application disposal system in accordance with the rules and regulations of the Mississippi Department of Environmental Quality (MDEQ) and the United States Environmental Protection Agency (EPA) for an agreed-to fee.

Notes:

Sponsors:

Enactment Date:

Attachments:

Enactment Number:

Contact:

Meeting Date: 11/19/2013

Drafter: Debbie Bernardo

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	11/19/2013					
1	City Council	11/19/2013	Approve				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to acknowledge proposal received November 11, 2013, from Groundworx, LLC, for land application of treated wastewater effluent and to enter into negotiations with Groundworx, LLC, for a mutually agreeable services agreement with the City of Hattiesburg, MS to collect, store, transport, treat and dispose of wastewater through a land application disposal system in accordance with the rules and regulations of the Mississippi Department of Environmental Quality (MDEQ) and the United States Environmental Protection Agency (EPA) for an agreed-to fee.

Council member Delgado said this project will have a huge impact on this community and that ratepayers bear responsibility of repayment over the life of the project, which will be many years. She said she trusts that [the Council] will embrace solutions to cause monies to be recirculated within the Hattiesburg community. Council member Delgado stated that the Hattiesburg community has changed in [composition] over the years. She said that traditionally [the word] "minority" has [been defined] in terms of numbers and that African Americans traditionally have been [considered] minorities; she said African Americans are a majority in Hattiesburg but that minority businesses and professionals have not participated to an equitable extent in these kinds of projects. She said her admonishment is to try to create some equity within the Hattiesburg community and to make sure every available economic opportunity causes dollars to recirculate in Hattiesburg. She quoted author Amos Wilson as writing that there is a moral, political and economic imperative to empower people and requested that the Council do so in moving forward.

Following discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2013-0766

Title

APPROVE OR DENY to acknowledge proposal received November 11, 2013, from Groundworx, LLC, for land application of treated wastewater effluent and to enter into negotiations with Groundworx, LLC, for a mutually agreeable services agreement with the City of Hattiesburg, MS to collect, store, transport, treat and dispose of wastewater through a land application disposal system in accordance with the rules and regulations of the Mississippi Department of Environmental Quality (MDEQ) and the United States Environmental Protection Agency (EPA) for an agreed-to fee.

Summary

Acknowledge proposal and enter into negotiations with Groundworx, LLC, for land application of treated wastewater effluent

Budget Information

Expenditure Type

Purchasing Item

Publication Information