



**Tuesday, September 8, 2020
4:00 PM**

**City Council
Tuesday Meeting Agenda**

**Jackie Dole Community Center
220 W. Front Street**

Public Hearing

1. **2020-613** Hold Public Hearing to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

Citizens' Forum

POLICY AGENDA

1. **2020-618** Approve the minutes for the August 17 & 18, 2020 meetings of the City Council.
2. **2020-561** Approve or Deny a petition filed by Karnella Myers, Representative and Mark Gibson, Owner, to request a Conditional Use as "Multi-Family Residential" in B-1 (Professional Business) District for a certain property located at 257 McLeod Street (Parcel 2-029J-10.137.00, PPIN 21836; Ward 4). The Planning Commission recommended to Approve on August 5, 2020 with conditions: A barrier should be installed along the creek and substantial fencing should be installed along the western and southern property boundaries - tabled at the August 18th meeting.
3. **2020-562** Adopt an Ordinance for a petition filed by The City of Hattiesburg to amend the Land Development Code Section 7 Standards of Design and Section 13 Definitions. More specifically, for the purpose of amending language as it relates to the design standards for parking and driveways. The Planning Commission recommended to Approve on August 5, 2020.

4. **2020-614** Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.
5. **2020-633** Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.
6. **2020-606** Adopt Resolution adjudicating and directing the placement as an assessment for the Emergency Measures Cost for the property located at 210 W. 7th Street in accordance with the International Property Maintenance Code 2018, Section 110.3
7. **2020-624** Adopt a Resolution declaring that certain real property belonging to the City of Hattiesburg, being described as set forth in the legal description attached to this Resolution, has ceased to be used for municipal purposes, and authorizing the sale of said real property for \$40,900.00, being the average of two (2) appraisals in the amounts of \$40,000.00 and \$41,800.00, respectively, to TC HELEASE, LLC, all pursuant to Miss. Code Ann. Section 21-17-1 (2) (b). Authorize the Mayor to execute the Deed and any other documents necessary to conclude the sale.
8. **2020-362** Adopt a Resolution declaring surplus a certain parcel of city-owned real estate at the corner of East 4th Street and Nora Street and authorize disposition by auction via GovDeals - tabled at the June 2nd meeting.
9. **2020-628** Adopt a Resolution authorizing Requisition No. 71 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.
10. **2020-623** Approve Supplemental Agreement No. 1 with Webster Electric Company, Inc. for the 38th Avenue Roadway Improvements project (Project No. STP-0210-00(036)LPA/108080-701000) to reflect the addition of a polymer cement surface system for a contract increase of \$27,730.04 and authorize Mayor to execute in duplicate.
11. **2020-631** Approve Pay Estimate No. 6 & Final to Wildstone Construction Services, LLC for construction services on the Camp Street Improvements - 25th Avenue to 19th Avenue Project; Approve final acceptance of said project and authorize issuance of manual check in payment of final pay estimate.
12. **2020-621** Approve Memorandum of Understanding (MOU) between the City of Hattiesburg and Borden Dairy of Alabama, LLC related to Borden's wastewater pretreatment permit and the calculation of billing surcharges and authorize the Mayor to execute in duplicate.
13. **2020-604** Approve Task Force Agreement between the Hattiesburg Police Department and the United State Department of Justice, Drug Enforcement Administration (hereinafter "DEA") concerning the use and abuse of controlled substances and authorizing the Mayor or designee to execute the same.
14. **2020-602** Approve revised HOME Homeowner Rehabilitation Policies and Procedures Program Manual (Dated 08/07/2020). {Entitlement}

15. **2020-603** Approve revised Community Housing Development Organization (CHDO) Policies and Procedures Program Manual (Dated 08/07/2020). {Entitlement}
16. **2020-592** Acknowledge revisions to the City of Hattiesburg employee handbook - tabled at the August 4, 2020 meeting.
17. **2020-639** Acknowledge and approve the amended 2018-2022 Consolidated Plan and 2019 Action Plan, shifting \$50,000 in CDBG-CARES grant funding from Economic Activities to Public Services Activities
18. **2020-607** Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-037D-14-172.00 (PPIN 022098) for the Hall Avenue Overpass Project: Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$760.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$760.00; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.
19. **2020-608** Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-037D-14-150.00 (PPIN 022075) for the Hall Avenue Overpass Project: Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$615.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$615.00; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.
20. **2020-609** Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-037D-14-151.00 (PPIN 022097) for the Hall Avenue Overpass Project: Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$350.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$350.00; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.
21. **2020-610** Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-037D-14-126.00 (PPIN 022052) for the Hall Avenue Overpass Project: Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$310.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$310.00; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.
22. **2020-611** Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-037D-14-085.00 (PPIN 022031) for the Hall Avenue Overpass Project: Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$315.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$315.00; Authorize Mayor to

execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.

23. **2020-612** Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-037D-14-084.00 (PPIN 022032) for the Hall Avenue Overpass Project: Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$315.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$315.00; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.
24. **2020-626** Authorize acceptance of the award for the Mississippi Arts Commission (MAC) Rapid Response Minigrant Program for funding to continue free virtual programming in the Fall of 2020 with a 16-week public art workshop. The total project cost is \$2,000 (\$1,000 state share and \$1,000 local share).
25. **2020-629** Authorize submission of the 2020 USDOJ Edward Byrne Memorial Justice Assistance Grant in the amount of \$18,866 to be shared by the City of Hattiesburg with disparate jurisdiction Forrest County (\$11,320 Hattiesburg/ \$7,546 Forrest County) and authorize the Mayor to execute the same.
26. **2020-634** Authorize submission of a grant application to Mississippi Department of Environmental Quality (MDEQ) for the Solid Waste Assistance Grant in the amount of \$75,000.00 to fund a Household Hazardous Waste "Right Way to Throw Away Day;" and authorize the Mayor to execute the same in duplicate. The grant requires the city to provide \$25,000.00 in matching funds.
27. **2020-627** Rescind Federal Transit Administration (FTA) grant application MS-2020-005-00 approved on July 7, 2020; and approve submission of revised grant application and execution of the grant agreement for FTA grant application MS-2020-008-00 for Hub City Transit, utilizing CARES Act funds for operations, paratransit, and planning—for a total of \$3,050,370 in federal funds.
28. **2020-638** Ratify and confirm the Mayor's appointment of Michael G. Dickerson (W5) to the Hattiesburg Planning Commission to fill the unexpired term of Charlene Allshouse beginning September 8, 2020 and ending May 12, 2021.
29. **2020-640** Ratify and confirm the Mayor's reappointment of Mary Halliwell (W4) to the Historic Conservation Commission for a 5year term beginning June 25,2020 and ending June 24, 2025

ROUTINE AGENDA

1. **2020-599** Ratification of Release of Lien documents filed in relation to Code Enforcement clean-up assessments

2. **2020-619** Acknowledge receipt of Privilege Tax License Monthly Reports for July and August 2020.
3. **2020-647** Acknowledge Proof of Publications for the month of July 2020 and August 2020.
4. **2020-636** Acknowledge receipt of the two quote docket as provided for in 31-7-13(b) of the Mississippi Code of 1972
5. **2020-615** Acknowledge receipt of two quote bids for Roof Replacement at Ben McNair Auditorium and accept the bid of Eddie Pearson Roofing
6. **2020-648** Acknowledge bids received on August 20, 2020, for the One or more Single Axle Dump Truck for the City of Hattiesburg Public Works Department ; reject all bids as they exceed the budget; authorize re-advertisement for bids for the same.
7. **2020-645** Acknowledge receipt of the award for the Uptrust Pilot Project from the University of Mississippi School of Law, MacArthur Justice Center, to receive technology and technical assistance to address the problem of Failures to Appear (FTAs) in the Municipal Court. This pilot project will provide services free for one year.
8. **2020-625** Authorize the submission of the FY 2020 Mississippi Office of Homeland Security (MOHS) grant application in the amount of \$33,228 for the Hattiesburg Fire Department to purchase emergency protective equipment.
9. **2020-630** Authorize submission of a grant application to the National Endowment for the Arts (NEA) Our Town Program for funding to support the creation of a series of 15 murals, for a total project cost of \$200,000 (\$100,000 federal share and \$100,000 local share).
10. **2020-620** Approve plans and specifications for the Lamar Boulevard Reconstruction Project and authorize publication of Advertisement for Bids.
11. **2020-601** Approve Lighting Agreement with Mississippi Power Company for additional lighting on W 4th Street from Highway 49 to W 7th Street for a monthly increase of \$202.13, and authorize the Mayor to execute the same.
12. **2020-616** Approve Lighting Agreement with Mississippi Power Company for additional lighting at 406 and 408 S 16th Avenue for a monthly increase of \$12.33, and authorize the Mayor to execute the same.
13. **2020-617** Approve Lighting Agreement with Mississippi Power Company for additional lighting at 13 Evans Street for a monthly increase of \$12.33, and authorize the Mayor to execute the same.
14. **2020-635** Approve renewal of Software Agreement between the City of Hattiesburg and Kronos for software support services, for Human Resources and Payroll Software for the period of September 30,2020 and ending September 29, 2021 for a cost not to exceed \$119,577.38 and authorize the Mayor to execute the same.

15. **2020-622** Approve Rental Agreement between the City of Hattiesburg and RJ Young for a copier located in the MPO Division office, for a period of 48 months, at a cost of \$175.00 per month and authorize the Mayor to execute the same.
16. **2020-598** Approve and authorize issuance of manual checks for CDBG-CV Program Claims per attached Memorandum. {Entitlement CDBG-CV}
17. **2020-634** Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}
18. **2020-637** Authorize and approve publication setting a Public Comment Period for the City's 2020 Edward Byrne Memorial Justice Assistance Grant application.
19. **2020-649** Approve claims docket for the period ending August 31,2020.

Public Hearing on the proposed budget for FYE 2021

1. **2020-642** Hold public hearing on the proposed budget and proposed tax levies for fiscal year 2021 for the City of Hattiesburg
2. **2020-644** Adopt Resolution levying ad valorem taxes on all taxable properties within the City of Hattiesburg for the purpose of raising revenue for said City for the fiscal year beginning October 1, 2020 and ending September 30, 2021.

In Memoriam:

- **Mr. Billie R. Clinton, Sr.**
- **Mr. Louis Bell**

Meeting Adjourn



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

TO: Mayor and City Council

FROM: Wiley Quinn, Code Enforcement Manager

DATE: September 8, 2020

RE: Hold Public Hearing

The Code Enforcement Division requests that the City Council hold a Public Hearing on Tuesday, September 8, 2020 to determine if the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provisions of MS Code 1972, Section 21-19-11.

	Address	PPIN	Ward	Violations	Proposed Actions	Estimated Cost	Estimated Penalty
1.	726 N. 19 th Avenue	14859	2	VS, DS, ID	Demo	\$4464	\$2232
2.	810 Whitney St.	25605	2	AS, VS, OGL	Cut/Clean, Demo	\$3344	\$1672
3.	535 W. 4 th St.	14464	2	DS, VS	Cut/Clean, Demo, Secure	\$5112	\$2556
4.	814 Atlanta St.	25711	2	AS, DS, OGL	Demo, Cut/Clean	\$3436	\$1718
5.	100 W 4 th St.	14580	2	VS	Close, Clean, Secure	\$1000	\$1500

6.	406 S 11 th Avenue	17149	4	GAR/RUB, US	Demo	\$5368	\$2684
7.	301 S. 17 th Avenue	16234	4	GAR/RUB, VS, US	Demo & Clear	\$6000	\$3000

Garbage & Rubbish=GAR/RUB
 Dilapidated Building=DB
 Dangerous Structure=DS
 Imminent Danger=ID
 Overgrown Lot=OGL
 Open Storage=OS
 Unsafe Structure=US
 Abandoned Vehicle=AV
 Abandoned Structure=AS
 Vacant Structure=VS
 Owner Responsibility=OR

Case # 1

Case History For

726 N. 19th Avenue

Ward: 2

Action Center: 12-19-007466

Date: 7-21-2020

PPIN: 14859

Owner: Wilmington Trust National Association

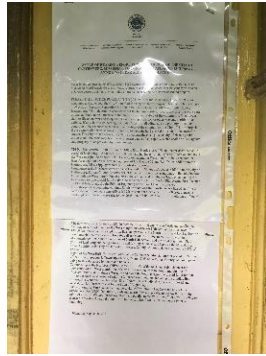
Violations: DS, VS, ID

Case History: This property caught fire on August 1, 2017, where significant damage was done to the interior of the property. The property is currently insecure and poses a risk to the community. The interior damage is so severe that structural members are in danger of collapsing on the north section of the house. The landscaping of the property is being maintained by a property preservation company, whom the code officer has been in contact with. The owners have been issued a Notice of Violation and citation, but have not communicated with the Code Officer. Code Enforcement is seeking a council resolution to condemn this property and demolish this property.

Inspector:

Anna Fowler

601-554-1011



**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S)
AND/OR TO CLEAR ALL CODE VIOLATIONS**

To: Wilmington Trust National Association, 8950 Cypress Waters Blvd., Coppell, TX 50190, N. A. as Trustee for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, September 8, 2020 in the Jackie Dole Sherrill Community Center, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

726 N. 19th Avenue PARCEL: 2-028H-05-033.00 Hattiesburg, MS, and better described as: A parcel of land being 135.00 feet by 155.00 feet and having a frontage of 135.00 feet on and along the West margin line of North 19th Avenue, and extending West therefrom between parallel lines for a depth of 155.00 feet, being a part of Lot 2 of the M. and F.A. Dunn Addition to the Hattiesburg, Mississippi, particularly described as follows:

Commence at the Northeast corner of said Lot 2 of the M. and F.A. Dunn Addition to the City of Hattiesburg, Forrest County, Mississippi, at the intersection of the South margin line of Choctaw Drive with the West margin line of North 19th Avenue, and run thence South on and along the East boundary line of said Lot 2 and/or the West margin line of North 19th Avenue for a distance of 135.00 feet, to and fro the Point of Beginning of the parcel hereby conveyed:

From this point of beginning continue South on and along the East boundary line of said Lot 2 and/or the West boundary line of North 19th Avenue for a distance of 135.00 feet; thence, at right angles run West and parallel to the North line of said Lot 2 and/or the South margin line of Choctaw drive for a distance of 155.00 feet; thence, at right angles, run North and parallel the East line of said Lot 2 and /or the West margin line of North 19th Avenue for a distance of

135.00 feet; thence at right angles, run East and parallel to the North line of said Lot 2 and/or the South margin line of Choctaw Drive for a distance of 155.00 feet to the East line of the aforementioned Lot 2 and/or West line of North 19th Avenue and the point beginning. Said parcel of land lying and being situated in and forming a part of said Lot 2 of the M. and F.A. Dunn Addition to the City of Hattiesburg, Forrest County, Mississippi, and containing 0.481 of an acre.

A part of the West Half (W 1/2) of Lot #2 of the M. Dunn Subdivision of that part of the NW ¼ of the SE ¼ of Section 5, Township 4 North, Range 13 West, in Forrest County, Mississippi and being further described by metes and bounds as:

Commencing at the Northeast (NE/c) Corner of Lot #2 of the M. Dunn Subdivision at the intersection of the West margin line of North 19th Avenue with the South margin line of Choctaw Drive and run thence West, on and along the South margin line of said Lot 2 for 330.00 feet, to the Northwest corner of said Lot 2, thence run South, on and along the dividing line between Lot 2 and the East boundary line of North Hills Subdivision, as now surveyed and located, for 135.00 feet, to and for the Point of Beginning.

Thence, continue South, on and along the dividing line between Lot 2 and the North Hills Subdivision for 135.00 feet; thence, with angles, run East and parallel to the North line of the said Lot 2 for 175.00 feet; thence run North and parallel to the West line of Lot 2 for 135.00 feet; thence run West and parallel to the North line of said Lot 2 for 175.00 feet to the Point of beginning.

Publication: August 20, 2020

726 N. 19th Avenue

PPIN: 14859

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Coppell, TX 50190

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726 N 19th

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Case # 2

Case History For 810 Whitney Street

Ward: 2

Action Center: 07-20-008141

Date: 7-21-2020

PPIN: 25605

Owner: Kendra Mendoza

Violations: DS, AS, VS, OGL

Case History: This property is severely dilapidated and has been in such state for several years. Code cases against this property have been opened against this property by previous Code Officer and the property did not come into compliance. Notices have been mailed to the owners and no response has been received by the Code Officer. Code Enforcement is seeking a resolution to condemn this property so it can be demolished, cut, and cleaned when funds are available.

Inspector:

Anna Fowler

601-554-1011



**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S)
AND/OR TO CLEAR ALL CODE VIOLATIONS**

To: Kendra Mendoza, 166 St Paul Road, Sandy Hook, MS 39478, 112 Cypress Avenue Hattiesburg, MS 39401, Merritt, Inc.; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, September 8, 2020 in the Jackie Dole Sherrill Community Center, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

810 Whitney St. PARCEL: 2-029G-03-037.00 Hattiesburg, MS, and better described as: Lot 4, Block 5, of and according to the Yellow Pine Park Survey to the City of Hattiesburg, Forrest County, Mississippi, as per the map of plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

Publication: August 20, 2020

Case # 3

Case History For

535 W. 4th Street

Ward: 2

Action Center: 08-19-007045

Date: 7-17-2020

PPIN: 14464

Owner: Adair Asset Management

Violations: DS, VS, OGL

Case History: This property has been abandoned for several years and has had multiple council resolutions on it. The property is currently being occupied by vagrants and has been for some time. The house is also a known drug house. The rear portion of the property has been burned and the property has not had an active water account since September 2016. This property has been a continual problem for the community and we are seeking a resolution in order to demolish the rear burned portion of the property, clean the exterior premises including lawn maintenance, and to fully board and secure the property to prevent the occupancy of the structure by vagrants.

Inspector:

Anna Fowler

601-554-1011



**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S)
AND/OR TO CLEAR ALL CODE VIOLATIONS**

To: Owner(s): Adair Asset Management, 141 Township Avenue, Suite 300, Ridgeland, MS 39158, Mitchell Lee, Sho LLC., Merrit, Inc., Pine Valley One Real Estate and W.R. Dye and Jessie L. Dye; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, September 8, 2020 in the Jackie Dole Sherrill Community Center, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

535 W. 4th Street PARCEL: 2-029F-04-192.00 Hattiesburg, MS, and better described as: PT 3 BEG 30 FT N & 3123.45 FT E OF SW COR SE 1/4 SEC 4T RG 4 R 13 W N 281 FT E 97.5 FT S 272.5 FT TP 4TH ST W 100 FT TP BEG BLK 171 CRITTENDEN SURVEY B 561 P 11 10-85 PREV#:H0144-02-013 STR 04-04N-13W

Publication: August 20, 2020

535 W. 4th Street

PPIN: 14464

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Case # 4

**Case History For
814 Atlanta Street**

Ward: 2

Action Center: 06-20-008099

Date: 7-21-2020

PPIN: 25711

Owner: Jessie Ree Bournes

Violations: DS, AS, VS, OGL

Case History: This property is severely dilapidated and has been in such state for several years. Code cases against this property have been opened against this property by previous Code Officer and the property did not come into compliance. Notices have been mailed to the owners and no response has been received by the Code Officer. The rear portion of the property has collapsed from deterioration and poses a risk to the community. Code Enforcement has also completed expedited maintenance on this property. Code Enforcement is seeking a resolution to condemn this property so it can be demolished, cut, and cleaned when funds are available.

Inspector:

Anna Fowler

601-554-1011



**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S)
AND/OR TO CLEAR ALL CODE VIOLATIONS**

To: Jessie Ree Bournes, 814 Atlanta St., Hattiesburg, MS 39401, Notluge FLP, Greenvalley Investment, Merrit, Inc., Jim Walter Homes, Inc.; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, September 8, 2020 in the Jackie Dole Sherrill Community Center, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

814 Atlanta Street PARCEL: 2-029G-03-152.00 Hattiesburg, MS, and better described as: Lot 5 Block 11 of Yellow Pine Park Subdivision, in the City of Hattiesburg, Forrest County, Mississippi. As per the plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

Publication: August 20, 2020

814 Atlanta Street

PPIN: 25711

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Sent to:

Jessie Ree Bourne
814 Atlanta St.
Hattiesburg, MS 39401

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Notluge FLP
20 Palmer Dr.
Petal, MS 39465

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Total Postage and Fees \$

Sent to:

Jim Walter Homes, Inc.
4875 Highway 80 W.
Jackson, MS 39209 (Gulf Shores)

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Sent to:

Greenvale Investment
95 Tower Road
Hattiesburg, MS 39401

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Sent to:

Merritt, Inc.
P.O. Box 3520
Meridian MS 39305

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Case # 5

**Case History For
100 W. 4th Street**

Ward: 2

Action Center: 06-20-008088

Date: 7-17-2020

PPIN: 14580

Owner: Pecanwood Investments

**Violations: VS, OGL, Prohibited
Signs (LDC Section 10.9.3)**

Case History: This property has been abandoned for several years and the owners have not responded to the Notice of Violation or Citation issued. The property is abandoned and is littered with trash, creating an unsanitary environment. We are seeking a council resolution on this property to give the City of Hattiesburg the authority to enter the property to clean and secure the property and remove the prohibited sign from the premise.

Inspector:

Anna Fowler

601-554-1011



**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S)
AND/OR TO CLEAR ALL CODE VIOLATIONS**

To: Pecanwood Investments, P.O. Box 16268, Hattiesburg, MS 39404; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, September 8, 2020 in the Jackie Dole Sherrill Community Center, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

100 W. 4th Street PARCEL: 2-029J-10-090.00 Hattiesburg, MS, and better described as: A portion of lot 10, Block 167, of O. H. Crittenden Survey, of City of Hattiesburg, Mississippi, described as follows; Commencing at the N.E. Corner of the above said lot 10, being at the intersection of West Fourth and Main streets, and running westerly along south boundary of West Fourth street, a distance of 182.58 feet, thence south 140 feet, thence east 73 feet, thence north to a point 3 feet south and several feet west of S.W. corner of brick masonry building, thence east to the west boundary of north Main street, thence north west along west boundary of North Main street to the intersection of West Fourth street and North Main street, the point of beginning being the N.E. corner of lot 10. It is the intention of this description to include the entire brick masonry building and a strip of land 3 feet wide along south side of south wall of brick masonry building.

Publication: August 20, 2020

100 W. 4th Street

PPIN: 14580

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ADDRESSEE

Pecanwood Investments
 P.O. Box 16268
 Hattiesburg, MS 39404

POSTMASTER: See Return for Instructions

100 W 4th
 Ocean Springs, AL 36567

04/07/2012

9505 1181 9178 1214

PAID

APR 7 2012

Ocean Springs, AL

J.B.

Case # 6

Case History For 406 S. 11th Avenue

Ward: 4

Action Center: 01-19-006494

Date: 7-21-2020

PPIN: 17149

Owner: Leslie and Carol Polley

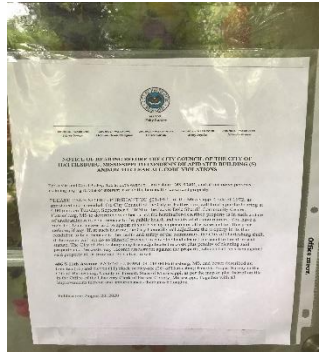
Violations: GAR/RUB, US

Case History: This property has been issued a Notice of Violation and taken to court and the violations at this address are still present. The back yard is dangerously overgrown and the carport has collapsed. The property has become an eyesore to the community. The Code Enforcement Division is seeking a Council Resolution to correct the issues at this address and bring it up to code.

Inspector:

Whit Sanguinetti

601-554-1011



**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S)
AND/OR TO CLEAR ALL CODE VIOLATIONS**

To: Leslie and Carol Polley, 406 S. 11th Avenue, Hattiesburg, MS 39401; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, September 8, 2020 in the Jackie Dole Sherrill Community Center, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

406 S 11th Avenue PARCEL: 2-029M-09-048.00 Hattiesburg, MS, and better described as: Lots ten (10) and eleven (11) block twenty-six (26) of Hattiesburg Heights Proper Survey in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi; Together with all improvements thereon and appurtenances thereunto belonging.

Publication: August 20, 2020

406 S. 11TH Avenue

PPIN: 17149

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Hattiesburg, MS
JUN 12 2015

Leslie & Carol Polley
406 S 11TH Avenue
Hattiesburg, MS 39401

Form 3826, April 2015 PSN 7520-02-000-9017 See Reverse for Instructions

Case # 7

Case History For 301 South 17th Avenue

Ward: 4

Action Center: 09-18-006277

Date: 5-08-2020

PPIN: 16234

Owner: T T L B L, LLC and Legacy Memorial Holding, LLC, c/o Alfreda Gray

Violations: GAR/RUB, VS, US, Roof

Case History: Many of the violations at 301 S. 17th Avenue have not been addressed. Code Enforcement has been to the property on multiple occasions because the structure was not secured. Vagrants have been observed by neighbors entering the structure. The close proximity to the Hattiesburg Zoo makes the unsecured property unsafe for the community. The damaged roof and fence have not been repaired since the Notice of Violation was issued. The Code Enforcement Division is seeking a council resolution to correct the violations at this address.

Inspector:

Whit Sanguinetti

601-554-1011



**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S)
AND/OR TO CLEAR ALL CODE VIOLATIONS**

To: T T L B L, LLC, 4747 Executive Drive, Ste. 50, San Diego, CA 92121, Legacy Memorial Holding, LLC c/o Alfreda R. Gray; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, September 8, 2020 in the Jackie Dole Sherrill Community Center, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

301 South 17th Avenue PARCEL: 2-028P-08-107.00 Hattiesburg, MS, and better described as: Lot one (1) and the North Half (N 1/2) of Lot Two (2), Block One (1) of the Hattiesburg Heights Third Survey in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements lying thereon and appurtenances thereunto belonging.

Publication: August 20, 2020

301 South 17th Avenue

PPIN: 16234

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T T L B L, LLC
4747 Executive Drive, Suite 50
San Diego, CA 92121

301 S 17th

PS Form 3800, April 2015 PSN 7530-02-000-9001 See Reverse for Instructions

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Legacy Memorial Holding, LLC
c/o Alfreda Gray
1207 W. Pine St.
Hattiesburg, MS 39401

801 S 17th

PS Form 3800, April 2015 PSN 7530-02-000-9001 See Reverse for Instructions



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ronda Cole, Clerk of Council

cc:

Date: Tuesday, September 8, 2020

Re: Approve the minutes for the August 17 & 18, 2020 meetings of the City Council.
File Number: 2020-618
Minute Book #

Summary

According to Miss. Code Ann. § 21-15-33, "the minutes of every municipality must be adopted and approved by a majority of all the members of the governing body of the municipality at the next regular meeting or within thirty (30) days of the meeting thereof, whichever occurs first....."

Recommendation Statement

I recommend approval of the minutes.

Please place this on the September 8, 2020 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, September 8, 2020

Re: Approve or Deny a petition filed by Karnella Myers, Representative and Mark Gibson, Owner, to request a Conditional Use as “Multi-Family Residential” in B-1 (Professional Business) District for a certain property located at 257 McLeod Street (Parcel 2-029J-10.137.00, PPIN 21836; Ward 4). The Planning Commission recommended to Approve on August 5, 2020 with conditions: A barrier should be installed along the creek and substantial fencing should be installed along the western and southern property boundaries - tabled at the August 18th meeting.
File Number: 2020-561
Minute Book #

Summary

257 McLeod Street – Conditional Use - Multi-Family Residential

Recommendation Statement

Approve or Deny a petition for a Conditional Use as “Multi-Family Residential” in B-1 (Professional Business) District for 257 McLeod Street with conditions.

Please place this on the September 8, 2020 City Council meeting for consideration.

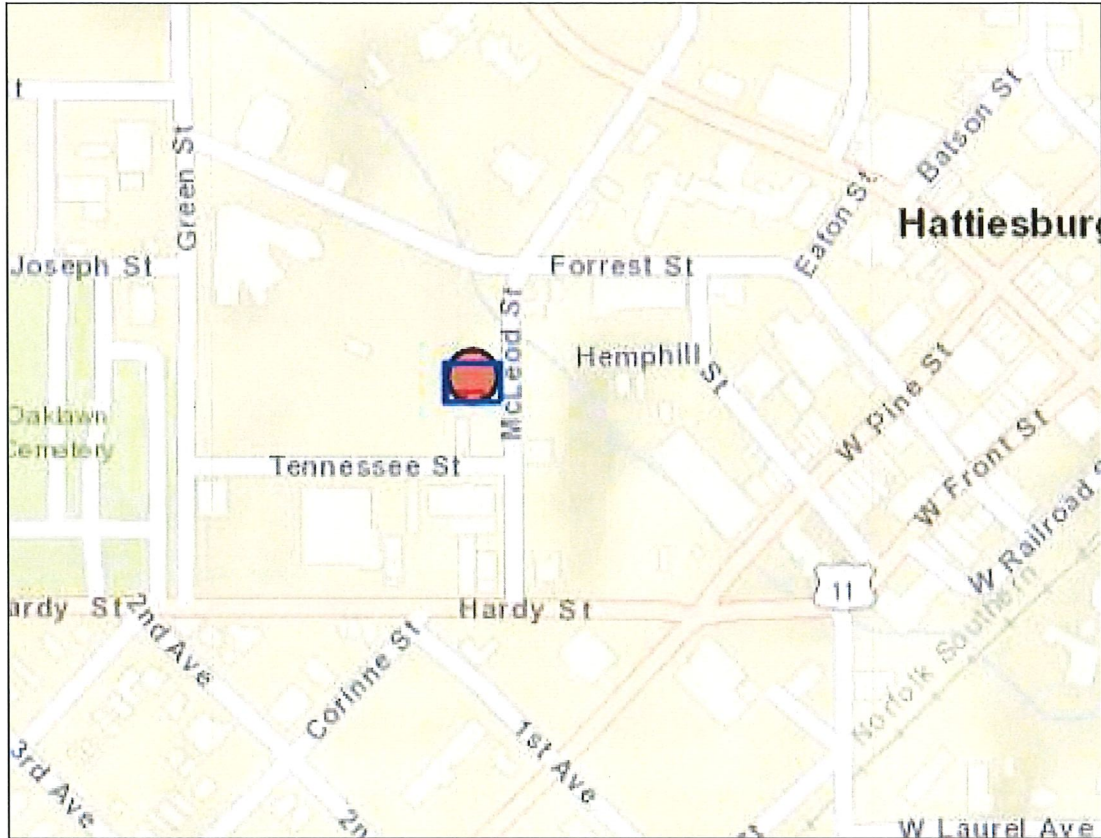
SUBJECT PARCEL: 257 McLeod Street

Karnella Myers, Representative and Mark Gibson, Owner

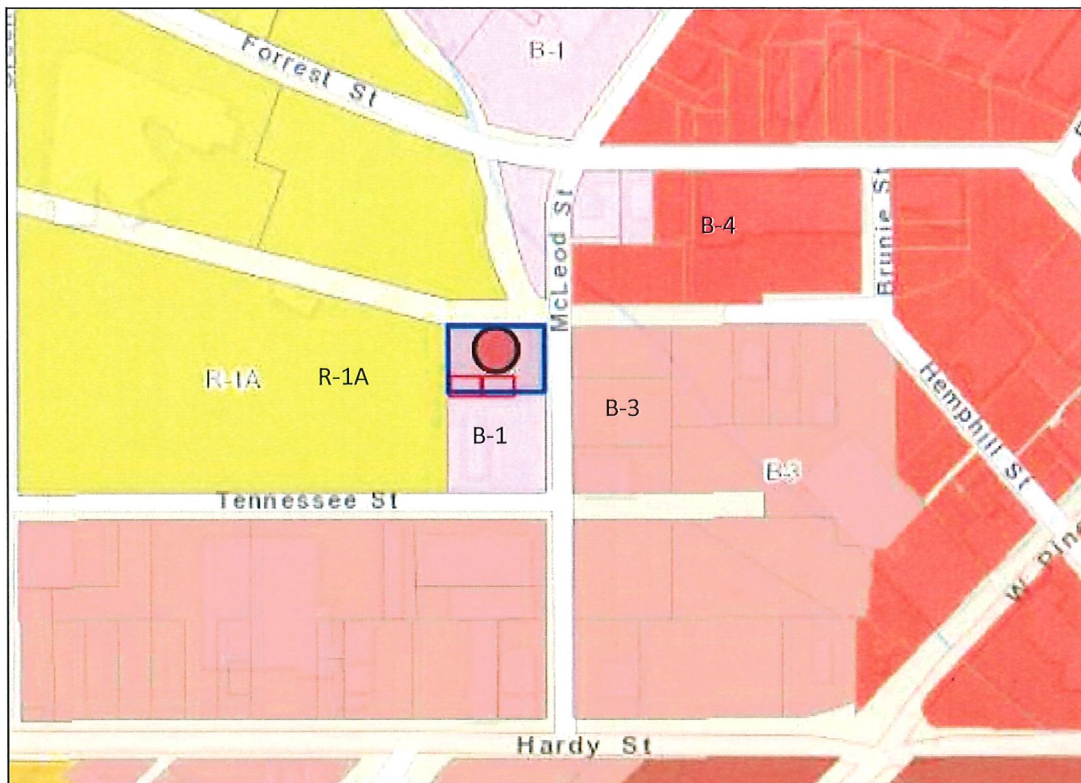
The petitioners request a Conditional Use as "Multi-Family Residential" in B-1 (Professional Business) District as defined by the LDC for a certain property located at 257 McLeod Street (Parcel 2-029J-10.137.00, PPIN 21836; Ward 4).



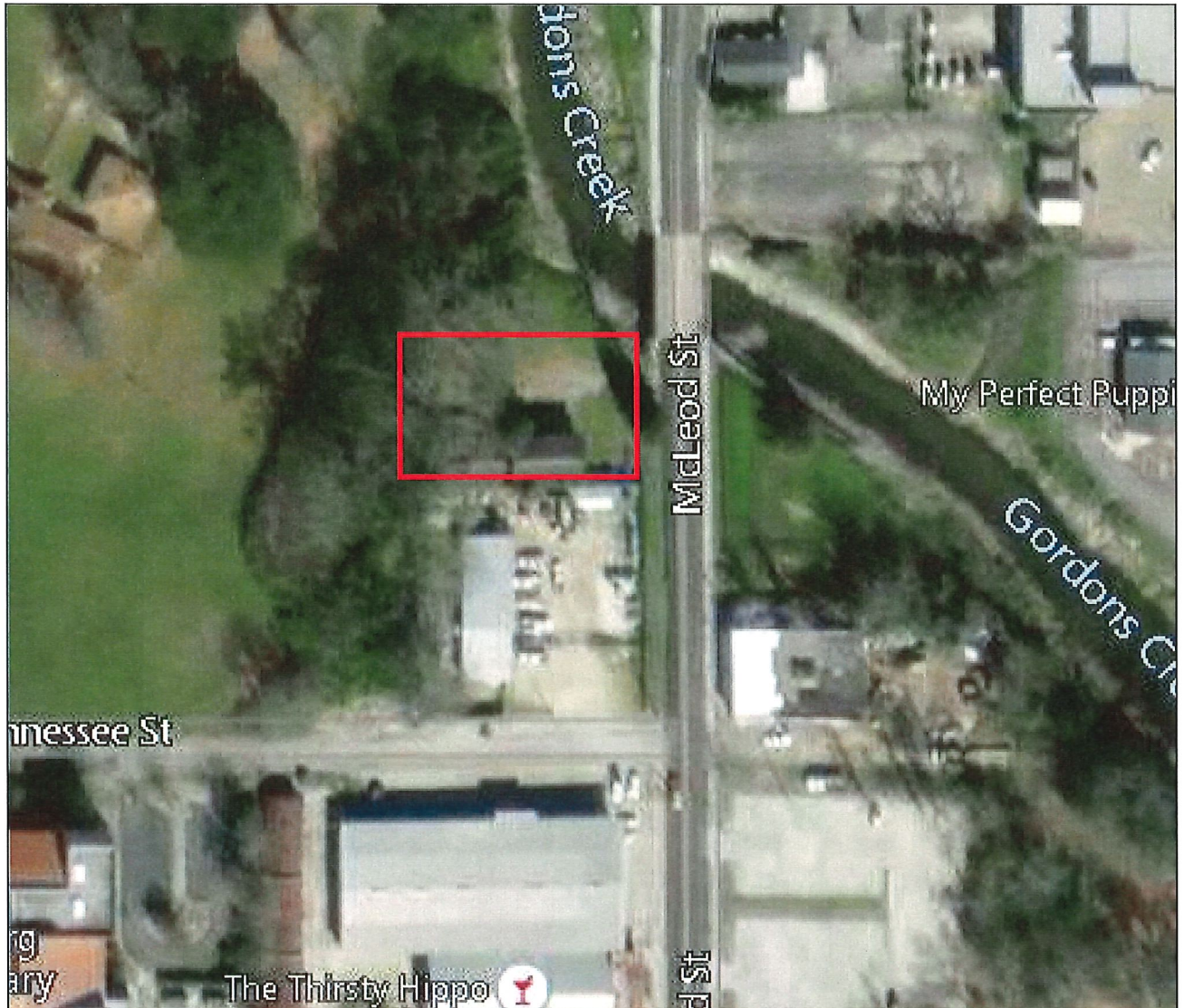
Vicinity Map—Ward 4



Zoning—B-1



Site Aerial



SURROUNDING AREA

Northern Direction: Right-of-Way/
Undeveloped ROW and Gordon
Creek

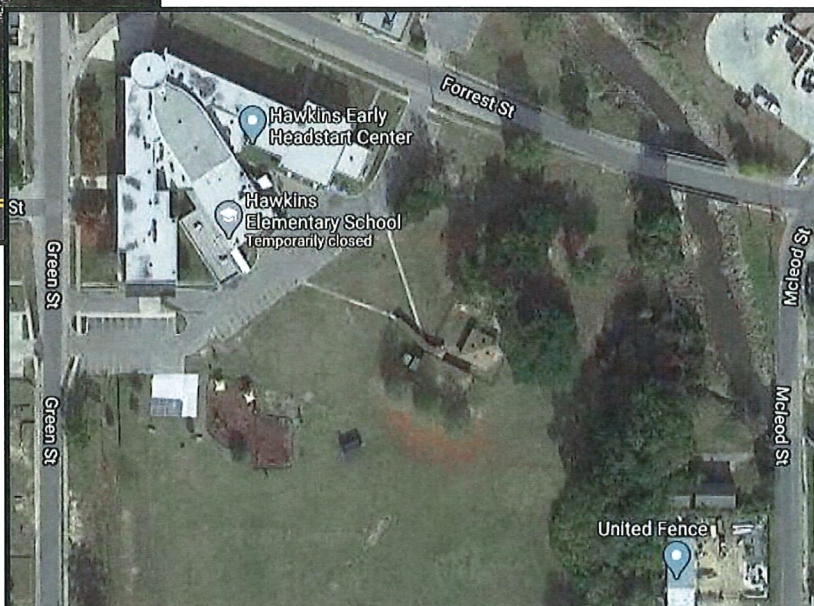


Southern Direction: B-1
(Professional Business) District/
Commercial



Eastern Direction: B-3 (Community
Business) District/ Greenspace,
Gordon Creek

Western Direction: R-1A (Single
Family Residential) District/ School





**Planning Commission
Case Fact Sheet**

Name of Petitioner: Karnella Myers, Representative, and Mark Gibson, Owner

Address of Property:	Tax Parcel	PPIN:	Ward:
257 McLeod Street	2-029J-10.137.00	21836	4

Request: **Conditional Use (Multi-Family Residential)**

Purpose of Request: To consider an application to request a Conditional Use as "Multi-Family Residential" in B-1 (Professional Business) District as defined by the LDC for a certain property located at 257 McLeod Street (Parcel 2-029J-10.137.00, PPIN 21836; Ward 4).

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4

Zoning Districts Established

4.5.8 B-1 Professional Business District: 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.

5.4.18 Additional Conditions for Use:

5.4.18 Dwelling, Two-Family and Multi-Family

5.4.18.1 On infill development sites in residential districts, multi-family buildings shall be designed to blend in with surrounding single-family residential buildings to the maximum extent practicable with regards to building design, setbacks, driveway and garage design and location, porches, and sidewalks.

5.4.18.2 Site designs shall create a sense of "neighborhood" and shall meet the following requirements:

i. Buildings shall be sited with front entrances and porches oriented toward streets, drives, and plazas, rather than clustered around parking lots.

ii. An internal vehicular circulation system for private streets, when included, shall be reflective of a single-family residential street system.

iii. Parking lots shall be located behind buildings, except where it is deemed appropriate to use a parking lot as a buffer from an arterial street, or where such parking area will directly abut a property line exterior to the development site when located in or adjacent to a residential district.

iv. Walkways shall connect all buildings with parking areas, play areas, clubhouses, and existing public sidewalks adjacent to the development site.

v. Plazas, clubhouses, pools, and recreational facilities shall be centrally located, when provided.

5.4.18.3 Building designs that create variety and do not look monotonous if replicated throughout the development shall be required. Such designs shall include the following:

i. Side and rear building elevations, garages, carports, and all accessory structures shall have the same level of design, aesthetic quality, and architectural detailing.

ii. Porches, varied rooflines, and varied façade depths shall be provided to create variety and individuality of each building.

iii. Windows and projecting wall surfaces shall be used to break up larger wall surfaces, establish visual interest and provide visibility of the street and other public spaces encouraging social interaction.

iv. Protective entry courts, common vestibules, covered breeze ways, or enclosed stair halls shall be used to reduce the number of visible doors, unless designed in a row house or townhouse manner oriented toward the street.

v. Garages shall be designed to be integrated with the building design or sited so as to avoid long monotonous rows of garage doors and building walls. Garages shall be oriented so that they do not visually dominate the building façade or the streetscape.

Present Zoning: This parcel is currently zoned B-1 (Professional Business) District

Present Use: Vacant

Future Land Use: Downtown District

Flood Zone: The existing structures are in the AE/100-year flood zone.

Surrounding Zoning and Land Use:
North: Right-of-Way/ Undeveloped ROW and Creek
South: B-1 (Professional Business) District/ Commercial
East: B-3 (Community Business) District/ Greenspace and Creek
West: R-1A (Single Family Residential) District/ School

Most Nearly

Bounded By (streets):

The parcel is most nearly bounded by McLeod Street to the east, Forrest Street to the north, Green Street to the west, and Tennessee Street to the south. The northern limit of the parcel abuts a platted, unimproved Right-of-Way. The parcel is accessible from McLeod Street.

Letters or

Concerns stated:

The Planning Division Office has not received any letters or other written communications relative to this case, as of July 21, 2020.

History / Background:

The petitioner met with the Planning Division regarding re-establishing the use of Multi-Family on the parcel. The use of Multi-Family Dwelling is a Conditional Use in B-1 zoning, and the previously established Multi-Family use on the site would have been considered legal nonconforming under the Land Development Code. However, the apartment buildings on the site have been vacant for many years. Legal nonconforming uses are not allowed to reestablish if they have not been used in a bona fide manner for a period of six (6) months. A Conditional Use is required for the Multi-Family use to re-establish on the property.

On February 19, 2019, the City Council adopted a resolution which determined the property was in such a state of uncleanness so as to be a menace to the health and safety of the community. The property cited for being in violation for the following from the International Property Maintenance Code: dangerous structure, exterior structure, unsafe structure, and vacant structure.

The current property owner acquired the property in January 2019 and has since made improvements on the property so as to avoid demolition of the structures by the City.

The structures on the site are in the AE/100-year flood zone. The site also contains regulated Floodway, but none of the buildings or existing parking areas are located within the Floodway.

The site is within the Hub City Downtown Historic District boundaries.

Per Forrest County Emergency Management, the official address for the site is 257 McLeod St. Some documents pertaining to the location list 205 McLeod St. as the address.

Option: **Basis for approval:**

Applicable conditions listed in 5.4.18 Dwelling, Two-Family and Multi-Family (5.4.18.1; 5.4.18.2; 5.4.18.3)

12.3.3.2 Additional Approval Criteria. In addition to the standards [5.4.18], the applicant for a request for the Planning Commission to approve a use shall be required to demonstrate that his/her proposal addresses the following additional requirements, except that the Planning Commission may waive any one or more criteria that it determines are not applicable based upon the expected impact of the proposal.

- i. Determination that adequate public facilities and services will be available concurrent with the impacts of the development as evidenced by letters of sufficiency from utilities and schools and a determination by the city engineer that the available capacity of existing streets can safely provide access to the site.
- ii. The proposed development will be compatible with surrounding uses and will protect adjacent properties through the following measures:
 - Protection of privacy. The proposed plan shall provide reasonable visual and auditory privacy for all dwelling units located within and adjacent to the site. Fences, walls, barriers and / or vegetation shall be arranged to protect and enhance the property and to enhance the privacy of on-site and neighboring occupants.
 - Protection of use and enjoyment. The proposed plan shall be designed and arranged to have minimal negative impact on the use and enjoyment of adjoining property.
 - Compatible design and integration. The use meets all design criteria required by this Code that apply and is designed to integrate well both on and off site.

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
August 5, 2020**

The Hattiesburg Planning Commission did meet in a regular session on August 5, 2020 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Mark Miller, Chair, presided over the meeting. Due to ongoing COVID-19 pandemic, CDC recommended social distancing guidelines were observed. Staff utilized GoToMeeting, an online meeting, desktop sharing, and telephone/video conferencing platform to allow Commissioners and petitioners to participate remotely. A quorum was indicated and the attendance was as follows:

Commissioners Present: Dick Conville (via GoToMeeting)
 Jeff Keyseear (via GoToMeeting)
 Elayne Lockett (in person)
 Mark Miller, Chair (via GoToMeeting)
 Rhoda A. Pickett (via GoToMeeting)
 Rebekah Ray (in person)
 Kenneth Waites (in person)

Commissioners Absent: Ricardo Bryant
 Charles Dawe
 Amy Hinton, Vice-Chair

Also Present: Ginger Maddox Lowrey, AICP, Planning Division Manager (in person)
 Andrew Ellard, Director Urban Development (via GoToMeeting)
 Caroline Miles, Planner (in person)
 Jim Gladden, Esq. (in person)
 Steve Mitchell, Building Official (in person)
 Nathan Satcher, Planning Office Manager (in person)

Chair Miller declared the meeting of the Hattiesburg Planning Commission open and in session at 1:00 PM.

AGENDA REVIEW

There came the matter of the August 2020 Agenda. A request was made by Chair Miller for a motion to approve the August 2020 Agenda. A motion was made to approve the August 2020 Agenda by Commissioner Ray and seconded by Commissioner Lockett.

Commissioners voting aye:

Dick Conville (via GoToMeeting)
Jeff Keysear (via GoToMeeting)
Elayne Lockett (in person)
Mark Miller, Chair (via GoToMeeting)
Rhoda A. Pickett (via GoToMeeting)
Rebekah Ray (in person)
Kenneth Waites (in person)

Commissioners voting nay:

None

MINUTES REVIEW

There came the matter of the July 1, 2020 minutes. Commissioner Ray requested a grammatical correction. A motion was made by Commissioner Conville to approve the July 1, 2020 minutes with a grammatical correction and seconded by Commissioner Ray.

Commissioners voting aye:

Dick Conville (via GoToMeeting)
Jeff Keysear (via GoToMeeting)
Elayne Lockett (in person)
Mark Miller, Chair (via GoToMeeting)
Rhoda A. Pickett (via GoToMeeting)
Rebekah Ray (in person)
Kenneth Waites (in person)

Commissioners voting nay:

None

REPORTS

BUILDING REPORT

Steve Mitchell, Building Official, provided the Building Permit Report. An electronic copy was emailed to the Planning Commission.

PLANNING REPORT

There came the matter of the Planning Report by Ginger Maddox Lowrey, AICP. Mrs. Lowrey introduced Nathan Satcher, the new Planning Division Office Manager. On July 21, 2020, City Council approved the rezone request, Conditional Use for a warehouse, and the alley closure for 119 Oak Street (HPC approval upheld). They also approved the rezone request and Conditional Use for a place of assembly at 103 Wisteria Drive (HPC approval upheld).

CHAIR'S REPORT

No report.

INTRODUCTIONS

Commissioners introduced themselves.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Item A (Conditional Use), to consider a request that has been filed by Karnella Myers, Representative and Mark Gibson, Owner, as required in the Land Development Code, Ord. No. 3209, to request a Conditional Use as “Multi-Family Residential” in B-1 (Professional Business) District as defined by the LDC for a certain property located at 257 McLeod Street (Parcel 2-029J-10.137.00, PPIN 21836; Ward 4).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Jeff Hall	PO Box 18307	Hattiesburg, MS
	Karnella Myers	PO Box 1	Picayune, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		
<u>Other:</u>	Chris West	104 McLeod St.	Hattiesburg, MS

Jeff Hall and Karnella Myers presented the request. Commissioner Pickett asked the representatives if there were any plans to add a barrier or protective railing along the creek bank. Ms. Myers stated that there would likely be some type of fencing put up along the creek. Commissioner Keysear asked what the plans were for solid waste management. Mr. Hall stated that his client, the owner of the property, would follow the City ordinances for the dumpsters/solid waste management on the property.

Chris West, who lives at a nearby property, asked if this would be Section 8 housing. He asked if federal state subsidies were provided for this housing. He also asked if background checks would be done on lessee and who would be managing the background screens. He stated the property abuts the school’s property and is also quite close to two Pre-K schools, making background screens important. Mr. West said he was not anti-low income housing, but he wanted to know what type of apartments these would be.

Mr. Hall rebutted by answering Mr. West’s questions. He stated that it was likely that the apartments do not even qualify for Section 8 status. Mr. Hall stated he was not aware of any federal/state housing grants so it was unlikely that this was something that would be pursued. However, if someone was eligible for some type of housing grant and wanted to apply, then they should apply. Mr. Hall also said that it is the owner’s policy to run background screens on his tenants prior to leasing, though the owner has ultimate discretion over leasing decisions.

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request (Item A). Commissioner Conville made a motion to approve the request with the conditions that a barrier be installed along the creek and substantial fencing be installed along the western and southern property boundaries. Commissioner Pickett seconded the motion. Mrs. Lowrey conducted a roll-call vote. Commissioners attending in person submitted physical voting sheets as well.

Commissioners voting aye: Dick Conville (via GoToMeeting)
 Jeff Keysear (via GoToMeeting)
 Elayne Lockett (in person)
 Mark Miller, Chair (via GoToMeeting)
 Rhoda A. Pickett (via GoToMeeting)
 Rebekah Ray (in person)
 Kenneth Waites (in person)

Commissioners voting nay: None

There came the matter of Item B (Text Amendment), to consider a request filed by The City of Hattiesburg, as required in the Land Development Code, Ord. No. 3209, to amend the Land Development Code Section 7 Standards of Design and Section 13 Definitions. More specifically, for the purpose of amending language as it relates to the design standards for parking and driveways.

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Staff		
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request (Item B). Commissioner Ray made a motion to recommend approval (Item B). Commissioner Lockett seconded the motion. Mrs. Lowrey conducted a roll-call vote. Commissioners attending in person submitted physical voting sheets as well.

Commissioners voting aye: Dick Conville (via GoToMeeting)
 Jeff Keysear (via GoToMeeting)
 Elayne Lockett (in person)
 Mark Miller, Chair (via GoToMeeting)
 Rhoda A. Pickett (via GoToMeeting)
 Rebekah Ray (in person)
 Kenneth Waites (in person)

Commissioners voting nay: None

BUSINESS MEETING

Having no further business, Commissioner Ray made a motion to adjourn the meeting. The motion was seconded by Commissioner Lockett. The meeting was adjourned at 2:20 PM.

Mark Miller, Chair

Ginger Maddox Lowrey, AICP, CFM, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, September 8, 2020

Re: Adopt an Ordinance for a petition filed by The City of Hattiesburg to amend the Land Development Code Section 7 Standards of Design and Section 13 Definitions. More specifically, for the purpose of amending language as it relates to the design standards for parking and driveways. The Planning Commission recommended to Approve on August 5, 2020.
File Number: 2020-562
Minute Book #

Summary

Adopt an Ordinance amending the Land Development Code – Section 7, & 13

Recommendation Statement

Review and comment period of proposed Ordinance for three (3) weeks until September 8, 2020.

Please place this on the September 8, 2020 City Council meeting for consideration.



**Planning Commission
Case Fact Sheet**

Applicant: City of Hattiesburg

Request: To consider an application to amend the Land Development Code, Ord. No. 3209, to amend the Land Development Code Section 7 Standards of Design and Section 13 Definitions. More specifically, for the purpose of amending language as it relates to the design standards for parking and driveways.

Applicable Regulations: Section 7 Standards of Design and Section 13 Definitions

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case as of July 20, 2020.

Additional Information: See attached memo outlining the proposed amendments. These amendments serve to clarify Code administration, update parking requirements, and add language regarding outdoor storage regulation.

Basis for Approval: Recommend **APPROVAL** or **DENIAL** of the request to amend the Land Development Code Section 7 Standards of Design and Section 13 Definitions.

The Planning Commission may approve, deny, and table at will. Minor, non-substantial changes may be made within a motion to the items presented in these amendments.



Department of Urban Development

Andrew Ellard, Director

601.545.4609 or aellard@hattiesburgms.com

MEMORANDUM

TO: To All It May Concern
FROM: Ginger M. Lowrey, AICP, Planning Division Manager
DATE: July 24, 2020
SUBJECT: Land Development Code amendment – Section 7 Standards of Design and related definitions – Parking, driveway, and storage codes.

Planning Commissioners and all others it may concern, the August 5, 2020 Planning Commission agenda includes a proposal for changes to Section 7 Standards of Design and related definitions. The intent of these amendments is to clarify Code administration, update parking requirements, and add language regarding outdoor storage regulation. Staff proposes to add legal options for new gravel facilities for driving and parking as well as further clarify when hard surfaces such as concrete and asphalt are required. The table below lists each proposed change.

	Code Section	Change proposed	Reasoning
1	7.12.8.3	Amend to read "Parking and Driveways shall be hard surface as approved by the Engineering Department. Additional parking may be paved with pervious pavers/pavement as approved by the Site and Design Review Committee."	Add "Driveways" to clarify administration of Code
2	7.12.8.3.i	Add: "Any parking or driveways on private property of a commercial use or multi-unit dwelling residential use that provides access to on-site parking or off-site parking shall be kept in a proper state of repair and maintained in a finished condition."	Add language regarding parking/driveway surface maintenance
3	7.12.8.3.ii	Add: "Dustless gravel maintained in finished condition and kept so as to be free of overgrowth may be allowed for	Add language to allow for gravel

		driveways by right in A-1 zones and as a Conditional Use in A-2 zones.”	driveways in Agricultural Zoning
4	7.12.8.3.iii	Add: “All approved gravel driveways shall have a hard surface apron that is a minimum of twenty (20) feet from the edge of pavement at the street or as required by the Engineering Department. The design of the apron shall prevent loose gravel from being deposited on the sidewalk and roadway.”	Add requirements for A zone permitted gravel driveways
5	7.12.10	Add new section: “Parking and Storage Areas in Non-Residential Zones.”	Add Section Title
6	7.12.10.1	Add: “Unless otherwise stated in Section 5, the following standards apply to all Business and Industrial Zones.”	Add language for standards
7	7.12.10.2	Add: “Outdoor storage of commercial equipment and materials and shall be kept at least 100 linear feet from any adjacent lot containing a legal, conforming residential use and shall be only located in a side or rear yard as an accessory to a principal use on the same lot or within 300 feet of the principal use.”	Align language regulating outdoor storage of commercial equipment with existing regulations Construction Office equipment regulations (LDC 5.4.16)
8	7.12.10.3	Add: “Outdoor storage shall be screened from major thoroughfares, local streets and adjacent properties in accordance with the screening requirements set forth in Section 7.9”	Align language regulating outdoor storage of commercial equipment with existing regulations Construction Office equipment regulations
9	7.12.10.4	Add: “A maximum outdoor equipment storage space of 50% of the side and rear lot area is allowed for business and industrial equipment and materials if outdoor storage is an accessory to another use on the same lot.”	Align language regulating outdoor storage of heavy equipment with existing regulations Construction Office equipment regulations
10	7.12.10.4.i	Add: “Unless otherwise permitted, commercial outdoor storage areas shall be hard surface only.”	Clarify administration of Code

11	7.12.10.4.ii	Add: "All outdoor storage associated with automotive and tow yard uses shall be hard surface, regardless of zone."	Clarify administration of Code
12	7.12.10.4.iii	Add: "Dustless gravel maintained so as to be free of overgrowth may be allowed for only non-public outdoor storage space of heavy equipment and non-hazardous materials by right in A-1, I zones and as a Conditional Use in A-2 and B-5 zones. Any approved gravel storage lot shall be subject to driveway requirements per 7.12.8.3.."	Clarify Code to allow for gravel storage lots in certain zones
13	7.12.10.5	Add: "Outdoor storage of materials shall not be piled or stacked over 20 feet in height above grade."	Align language regulating outdoor storage of commercial equipment with existing regulations Construction Office equipment regulations
14	13.2 Definitions – Hard Surface	Add: "Hard Surface -A surface paved with concrete or asphalt. May include approved pavers or pervious pavement. Does not include sand, gravel, or crushed aggregate."	New definition to clarify administration of Code
15	13.2 Definitions – All Weather Surface	Add: "All Weather Surface – See Definition for Hard Surface."	New definition to clarify administration of Code

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 _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI**

**AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE,
ORDINANCE NUMBER 3209, AS AMENDED, SECTION 7 STANDARDS OF DESIGN AND 13
DEFINITIONS
FOR THE CITY OF HATTIESBURG, MISSISSIPPI.**

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

SECTION 1. That the Land Development Code, Ordinance Number 3209, as amended, of the City of Hattiesburg, Mississippi, be further amended as follows:

That Section 7.12.8.3 be amended to read "Parking and Driveways shall be hard surface as approved by the Engineering Department. Additional parking may be paved with pervious pavers/pavement as approved by the Site and Design Review Committee."

That Section 7.12.8.3.i. be added to read: "Any parking or driveways on private property of a commercial use or multi-unit dwelling residential use that provides access to on-site parking or off-site parking shall be kept in a proper state of repair and maintained in a finished condition."

That Section 7.12.8.3.ii. be added to read: "Dustless gravel maintained in finished condition and kept so as to be free of overgrowth may be allowed for driveways by right in A-1 zones and as a Conditional Use in A-2 zones."

That Section 7.12.8.3.iii be added to read: "All approved gravel driveways shall have a hard surface apron that is a minimum of twenty (20) feet from the edge of pavement at the street or as required by the Engineering Department. The design of the apron shall prevent loose gravel from

being deposited on the sidewalk and roadway.”.

That Section 7.12.10. be amended to read: “Parking and Storage Areas in Non-Residential Zones.”.

That Section 7.12.10.1 be added to read: “Unless otherwise stated in Section 5, the following standards apply to all Business and Industrial Zones.”.

That Section 7.12.10.2. be added to read: “Outdoor storage of commercial equipment and materials and shall be kept at least 100 linear feet from any adjacent lot containing a legal, conforming residential use and shall be only located in a side or rear yard as an accessory to a principal use on the same lot or within 300 feet of the principal use.”.

That Section 7.12.10.3. be added to read: “Outdoor storage shall be screened from major thoroughfares, local streets and adjacent properties in accordance with the screening requirements set forth in Section 7.9.”.

That Section 7.12.10.4. be added to read: “A maximum outdoor equipment storage space of 50% of the side and rear lot area is allowed for business and industrial equipment and materials if outdoor storage is an accessory to another use on the same lot.”.

That Section 7.12.10.4.i be added to read: “Unless otherwise permitted, commercial outdoor storage areas shall be hard surface only.”.

That Section 7.12.10.4.ii be added to read: “All outdoor storage associated with automotive and tow yard uses shall be hard surface, regardless of zone.”.

That Section 7.12.10.4.iii be added to read: “Dustless gravel maintained so as to be free of overgrowth may be allowed for only non-public outdoor storage space of heavy equipment and non-hazardous materials by right in A-1, I zones and as a Conditional Use in A-2 and B-5 zones. Any approved gravel storage lot shall be subject to driveway requirements per 7.12.8.3.”.

That Section 10.8.2.5. be added to read: “Outdoor storage of materials shall not be piled or stacked over 20 feet in height above grade.”.

That Section 13.2 Definitions – “Hard Surface” be added to read “A surface paved with concrete or asphalt. May include approved pavers or pervious pavement. Does not include sand, gravel, or crushed aggregate.”.

That Section 13.2 Definitions – “All Weather Surface” be added to read “See Definition for Hard Surface”.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Land Development Code, Ordinance Number 3209, adopted February 21, 2017, 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 Councilmember _____, seconded by Councilmember _____, 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., 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above foregoing Ordinance having been submitted to and approved by the Mayor, this the _____ day of _____ A.D., 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
August 5, 2020**

The Hattiesburg Planning Commission did meet in a regular session on August 5, 2020 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Mark Miller, Chair, presided over the meeting. Due to ongoing COVID-19 pandemic, CDC recommended social distancing guidelines were observed. Staff utilized GoToMeeting, an online meeting, desktop sharing, and telephone/video conferencing platform to allow Commissioners and petitioners to participate remotely. A quorum was indicated and the attendance was as follows:

Commissioners Present: Dick Conville (via GoToMeeting)
 Jeff Keyseear (via GoToMeeting)
 Elayne Lockett (in person)
 Mark Miller, Chair (via GoToMeeting)
 Rhoda A. Pickett (via GoToMeeting)
 Rebekah Ray (in person)
 Kenneth Waites (in person)

Commissioners Absent: Ricardo Bryant
 Charles Dawe
 Amy Hinton, Vice-Chair

Also Present: Ginger Maddox Lowrey, AICP, Planning Division Manager (in person)
 Andrew Ellard, Director Urban Development (via GoToMeeting)
 Caroline Miles, Planner (in person)
 Jim Gladden, Esq. (in person)
 Steve Mitchell, Building Official (in person)
 Nathan Satcher, Planning Office Manager (in person)

Chair Miller declared the meeting of the Hattiesburg Planning Commission open and in session at 1:00 PM.

AGENDA REVIEW

There came the matter of the August 2020 Agenda. A request was made by Chair Miller for a motion to approve the August 2020 Agenda. A motion was made to approve the August 2020 Agenda by Commissioner Ray and seconded by Commissioner Lockett.

Commissioners voting aye:

Dick Conville (via GoToMeeting)
Jeff Keysear (via GoToMeeting)
Elayne Lockett (in person)
Mark Miller, Chair (via GoToMeeting)
Rhoda A. Pickett (via GoToMeeting)
Rebekah Ray (in person)
Kenneth Waites (in person)

Commissioners voting nay:

None

MINUTES REVIEW

There came the matter of the July 1, 2020 minutes. Commissioner Ray requested a grammatical correction. A motion was made by Commissioner Conville to approve the July 1, 2020 minutes with a grammatical correction and seconded by Commissioner Ray.

Commissioners voting aye:

Dick Conville (via GoToMeeting)
Jeff Keysear (via GoToMeeting)
Elayne Lockett (in person)
Mark Miller, Chair (via GoToMeeting)
Rhoda A. Pickett (via GoToMeeting)
Rebekah Ray (in person)
Kenneth Waites (in person)

Commissioners voting nay:

None

REPORTS

BUILDING REPORT

Steve Mitchell, Building Official, provided the Building Permit Report. An electronic copy was emailed to the Planning Commission.

PLANNING REPORT

There came the matter of the Planning Report by Ginger Maddox Lowrey, AICP. Mrs. Lowrey introduced Nathan Satcher, the new Planning Division Office Manager. On July 21, 2020, City Council approved the rezone request, Conditional Use for a warehouse, and the alley closure for 119 Oak Street (HPC approval upheld). They also approved the rezone request and Conditional Use for a place of assembly at 103 Wisteria Drive (HPC approval upheld).

CHAIR'S REPORT

No report.

INTRODUCTIONS

Commissioners introduced themselves.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Item A (Conditional Use), to consider a request that has been filed by Karnella Myers, Representative and Mark Gibson, Owner, as required in the Land Development Code, Ord. No. 3209, to request a Conditional Use as “Multi-Family Residential” in B-1 (Professional Business) District as defined by the LDC for a certain property located at 257 McLeod Street (Parcel 2-029J-10.137.00, PPIN 21836; Ward 4).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Jeff Hall	PO Box 18307	Hattiesburg, MS
	Karnella Myers	PO Box 1	Picayune, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		
<u>Other:</u>	Chris West	104 McLeod St.	Hattiesburg, MS

Jeff Hall and Karnella Myers presented the request. Commissioner Pickett asked the representatives if there were any plans to add a barrier or protective railing along the creek bank. Ms. Myers stated that there would likely be some type of fencing put up along the creek. Commissioner Keysear asked what the plans were for solid waste management. Mr. Hall stated that his client, the owner of the property, would follow the City ordinances for the dumpsters/solid waste management on the property.

Chris West, who lives at a nearby property, asked if this would be Section 8 housing. He asked if federal state subsidies were provided for this housing. He also asked if background checks would be done on lessee and who would be managing the background screens. He stated the property abuts the school’s property and is also quite close to two Pre-K schools, making background screens important. Mr. West said he was not anti-low income housing, but he wanted to know what type of apartments these would be.

Mr. Hall rebutted by answering Mr. West’s questions. He stated that it was likely that the apartments do not even qualify for Section 8 status. Mr. Hall stated he was not aware of any federal/state housing grants so it was unlikely that this was something that would be pursued. However, if someone was eligible for some type of housing grant and wanted to apply, then they should apply. Mr. Hall also said that it is the owner’s policy to run background screens on his tenants prior to leasing, though the owner has ultimate discretion over leasing decisions.

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request (Item A). Commissioner Conville made a motion to approve the request with the conditions that a barrier be installed along the creek and substantial fencing be installed along the western and southern property boundaries. Commissioner Pickett seconded the motion. Mrs. Lowrey conducted a roll-call vote. Commissioners attending in person submitted physical voting sheets as well.

Commissioners voting aye: Dick Conville (via GoToMeeting)
 Jeff Keysear (via GoToMeeting)
 Elayne Lockett (in person)
 Mark Miller, Chair (via GoToMeeting)
 Rhoda A. Pickett (via GoToMeeting)
 Rebekah Ray (in person)
 Kenneth Waites (in person)

Commissioners voting nay: None

There came the matter of Item B (Text Amendment), to consider a request filed by The City of Hattiesburg, as required in the Land Development Code, Ord. No. 3209, to amend the Land Development Code Section 7 Standards of Design and Section 13 Definitions. More specifically, for the purpose of amending language as it relates to the design standards for parking and driveways.

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Staff		
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chair Miller declared the Public Hearing closed and the Business Meeting open to vote on the request (Item B). Commissioner Ray made a motion to recommend approval (Item B). Commissioner Lockett seconded the motion. Mrs. Lowrey conducted a roll-call vote. Commissioners attending in person submitted physical voting sheets as well.

Commissioners voting aye: Dick Conville (via GoToMeeting)
 Jeff Keysear (via GoToMeeting)
 Elayne Lockett (in person)
 Mark Miller, Chair (via GoToMeeting)
 Rhoda A. Pickett (via GoToMeeting)
 Rebekah Ray (in person)
 Kenneth Waites (in person)

Commissioners voting nay: None

BUSINESS MEETING

Having no further business, Commissioner Ray made a motion to adjourn the meeting. The motion was seconded by Commissioner Lockett. The meeting was adjourned at 2:20 PM.

Mark Miller, Chair

Ginger Maddox Lowrey, AICP, CFM, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Andrew Ellard, Director
cc: Wiley Quinn, Code Enforcement Division Manager
Date: Tuesday, September 8, 2020
Re: Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.
File Number: 2020-614
Minute Book #

Summary

Adopt Resolutions of Condemnation 9 8 2020

Recommendation Statement

I recommend the adoption of resolutions determining that the properties listed in the following attachments are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

Please place this on the September 8, 2020 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

TO: Mayor and City Council

FROM: Wiley Quinn, Code Enforcement Division Manager

DATE: September 8, 2020

RE: Adopt Condemnation Resolutions

I recommend the adoption of resolutions determining the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

	Address	PPIN	Ward	Violations	Proposed Actions	Estimated Cost	Estimated Penalty
1.	726 N. 19 th Avenue	14859	2	VS, DS, ID	Demo	\$4464	\$2232
2.	810 Whitney St.	25605	2	AS, VS, OGL	Cut/Clean, Demo	\$3344	\$1672
3.	535 W. 4 th St.	14464	2	DS, VS	Cut/Clean, Demo, Secure	\$5112	\$2556
4.	814 Atlanta St.	25711	2	AS, DS, OGL	Demo, Cut/Clean	\$3436	\$1718
5.	100 W 4 th St	14580	2	VS	Close, Clean, Secure	\$1000	\$1500
6.	406 S. 11 th Avenue	17149	4	GAR/RUB, US	Demo	\$5368	\$2684
7.	301 S 17 TH Avenue	16234	4	GAR/RUB, VS, US	Demo & Clear	\$6000	\$3000

Garbage & Rubbish=GAR/RUB
Dilapidated Building=DB
Dangerous Structure=DS
Imminent Danger=ID
Overgrown Lot=OGL
Open Storage=OS
Unsafe Structure=US
Abandoned Vehicle=AV
Abandoned Structure=AS
Vacant Structure=VS
Owner Responsibility=OR

Prepared by:
City of Hattiesburg
Code Enforcement Division
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case #1 726 N. 19th Avenue

WHEREAS, on the 4th day of August, 2020, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 8th day of September, 2020, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

A parcel of land being 135.00 feet by 155.00 feet and having a frontage of 135.00 feet on and along the West margin line of North 19th Avenue, and extending West therefrom between parallel lines for a depth of 155.00 feet, being a part of Lot 2 of the M. and F.A. Dunn Addition to the Hattiesburg, Mississippi, particularly described as follows:

Commence at the Northeast corner of said Lot 2 of the M. and F.A. Dunn Addition to the City of Hattiesburg, Forrest County, Mississippi, at the intersection of the South margin line of Choctaw Drive with the West margin line of North 19th Avenue, and run thence South on and along the East boundary line of said Lot 2 and/or the West margin line of North 19th Avenue for a distance of 135.00 feet, to and fro the Point of Beginning of the parcel hereby conveyed:

From this point of beginning continue South on and along the East boundary line of said Lot 2 and/or the West boundary line of North 19th Avenue for a distance of 135.00 feet; thence, at right angles run West and parallel to the North line of said Lot 2 and/or the South margin line of Choctaw drive for a distance of 155.00 feet; thence, at right angles, run North and parallel the East line of said Lot 2 and /or the West margin line of North 19th Avenue for a distance of 135.00 feet; thence at right angles, run East and parallel to the North line of said Lot 2 and/or the South margin line of Choctaw Drive for a distance of 155.00 feet to the East line of the aforementioned Lot 2 and/or West line of North 19th Avenue and the point beginning. Said parcel of land lying and being situated in and forming a part of said Lot 2 of the M. and F.A. Dunn Addition to the City of Hattiesburg, Forrest County, Mississippi, and containing 0.481 of an acre.

A part of the West Half (W 1/2) of Lot #2 of the M. Dunn Subdivision of that part of the NW ¼ of the SE ¼ of Section 5, Township 4 North, Range 13 West, in Forrest County, Mississippi and being further described by metes and bounds as:

Commencing at the Northeast (NE/c) Corner of Lot #2 of the M. Dunn Subdivision at the intersection of the West margin line of North 19th Avenue with the South margin line of Choctaw Drive and run thence West, on and along the South margin line of said Lot 2 for 330.00 feet, to the Northwest corner of said Lot 2, thence run South, on and along the dividing line between Lot 2 and the East boundary line of North Hills Subdivision, as now surveyed and located, for 135.00 feet, to and for the Point of Beginning.

Thence, continue South, on and along the dividing line between Lot 2 and the North Hills Subdivision for 135.00 feet; thence, with angles, run East and parallel to the North line of the said Lot 2 for 175.00 feet; thence run North and parallel to the West line of Lot 2 for 135.00 feet; thence run West and parallel to the North line of said Lot 2 for 175.00 feet to the Point of beginning.

WHEREAS, the owner of the property is Wilmington Trust National Association, 8950 Cypress Waters Blvd., Coppell, TX 50190

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Abandoned and Unsafe Structure (International Property Maintenance Code 108.1.5.7), Vacant Structure (International Property Maintenance Code 301.3), Imminent Danger (International Property Maintenance Code 109.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by

Council member _____ seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

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 8th day of September, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 8th day of September, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement Division
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case# 2 810 Whitney Street

WHEREAS, on the 4th day of August, 2020, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 8th day of September, 2020, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Lot 4, Block 5, of and according to the Yellow Pine Park Survey to the City of Hattiesburg, Forrest County, Mississippi, as per the map of plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is Kendra Mendoza, 166 St. Paul Road, Sandy Hook, MS 39478, 112 Cypress Avenue, Hattiesburg, MS 39401

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Code 302.4), Abandoned and Unsafe Structure (International Property Maintenance Code 108.1.5.7), Vacant Structure (International Property Maintenance Code 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

NAYS:

ABSENT:

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 8th day of September, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 8th day of September, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement Division
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case# 3 535 W. 4th Street

WHEREAS, on the 4th day of August, 2020, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 8th day of September, 2020, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PT 3 BEG 30 FT N & 3123.45 FT E OF SW COR SE 1/4 SEC 4T RG 4 R 13 W N 281 FT E 97.5 FT S 272.5 FT
TP 4TH ST W 100 FT TP BEG BLK 171 CRITTENDEN SURVEY B 561 P 11 10-85 PREV#:H0144-02-013
STR 04-04N-13W

WHEREAS, the owner of the property is Adair Asset Management, 141 Township Avenue, Suite 300, Ridgeland, MS 39158, Mitchell Lee, Sho LLC., Merrit, Inc., Pine Valley One Real Estate and W.R. Dye and Jessie L. Dye

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Abandoned and Unsafe Structure (International Property Maintenance Code 108.1.5.7), Vacant Structure (International Property Maintenance Code 301.3), Overgrown Lot or Weeds (International Property Code 302.4)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private

contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

NAYS:

ABSENT:

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 8th day of September, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 8th day of September, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement Division
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case# 4 814 Atlanta Street

WHEREAS, on the 4th day of August, 2020, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 8th day of September, 2020, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Lot 5 Block 11 of Yellow Pine Park Subdivision, in the City of Hattiesburg, Forrest County, Mississippi. As per the plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is Jessie Ree Bournes, 814 Atlanta St., Hattiesburg, MS 39401, Notluge FLP, Greenvalley Investment, Merrit, Inc., Jim Walter Homes, Inc

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Code 302.4), Abandoned and Unsafe Structure (International Property Maintenance Code 108.1.5.7), Vacant Structure (International Property Maintenance Code 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

NAYS:

ABSENT:

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 8th day of September, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 8th day of September, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement Division
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case# 5 100 W 4th Street

WHEREAS, on the 4th day of August, 2020, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 8th day of September, 2020, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

A portion of lot 10, Block 167, of O. H. Crittenden Survey, of City of Hattiesburg, Mississippi, described as follows; Commencing at the N.E. Corner of the above said lot 10, being at the intersection of West Fourth and Main streets, and running westerly along south boundary of West Fourth street, a distance of 182.58 feet, thence south 140 feet, thence east 73 feet, thence north to a point 3 feet south and several feet west of S.W. corner of brick masonry building, thence east to the west boundary of north Main street, thence north west along west boundary of North Main street to the intersection of West Fourth street and North Main street, the point of beginning being the N.E. corner of lot 10. It is the intention of this description to include the entire brick masonry building and a strip of land 3 feet wide along south side of south wall of brick masonry building.

WHEREAS, the owner of the property is Pecanwood Investments, P.O. Box 16268, Hattiesburg, MS 39404

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Vacant Structure (International Property Maintenance Code 301.3), Overgrown Lot or Weeds (International Property Code 302.4), Prohibited Signs (LDC Section 10.9.3).

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

NAYS:

ABSENT:

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 8th day of September, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 8th day of September, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement Division
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case# 6 406 S. 11th Avenue

WHEREAS, on the 4th day of August, 2020, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 8th day of September, 2020, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

Lots ten (10) and eleven (11) block twenty-six (26) of Hattiesburg Heights Proper Survey in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi; Together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is Leslie and Carol Polley, 406 S. 11th Avenue, Hattiesburg, MS 39401

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Unsafe Structures or Equipment (International Fire Code 110.1.1), Accumulation of Rubbish or Garbage (International Property Maintenance Code 308.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

NAYS:

ABSENT:

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 8th day of September, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 8th day of September, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement Division
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case# 7 301 S. 17th Avenue

WHEREAS, on the 4th day of August, 2020, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 8th day of September, 2020, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

Lot one (1) and the North Half (N 1/2) of Lot Two (2), Block One (1) of the Hattiesburg Heights Third Survey in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements lying thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is T T L B L, LLC, 4747 Executive Drive, Ste. 50, San Diego, CA 92121, Legacy Memorial Holding, LLC c/o Alfreda R. Gray

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Unsafe Structures or Equipment (International Fire Code 110.1.1), Vacant Structure (International Property Maintenance Code 301.3), Accumulation of Rubbish or Garbage (International Property Maintenance Code 308.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal Disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:

NAYS:

ABSENT:

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 8th day of September, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 8th day of September, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Wiley Quinn, Code Enforcement Division Manager

Date: Tuesday, September 8, 2020

Re: Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.
File Number: 2020-633
Minute Book #

Summary

Adopt Resolutions of Adjudication 9 8 2020

Recommendation Statement

I recommend the adoption of resolutions adjudicating property maintenance costs and penalties for the properties on the attached list.

Please place this on the September 8, 2020 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

TO: Mayor and City Council

FR: Wiley Quinn, Code Enforcement Manager

DATE: September 8, 2020

RE: Adopt Resolutions of Adjudication

I recommend adopting Resolutions adjudicating and directing the placement as an assessment for the cleanup cost and Title Opinion cost, not to exceed the value of the property per State Law, against the following properties.

Owner	Address	PPIN	Clean Up Costs	WARD NUMBER
ACC TAX SALE PROPERTIES LLC	1214 Alcorn Avenue	22063	\$197.25	2
State of Mississippi	718 Greely Street	22082	\$195.00	2
Mikal Uqdah & Narjis Z Hassan	719 Lincoln Street	22065	\$197.25	2
Affordable Southern Homes	826 Main Street	14568	\$422.75	2
Edgar L. Foreman	451 W. 4th Street	14456	\$246.25	2
H L & C-Hattiesburg /West 4th LLC	543 West 4th Street	14466	\$246.25	2
L.D. & Michael Bethley	1215 Hall Avenue	22074	\$197.25	2
Independent Holy Church of God	800 Arnold Street	18479	\$162.50	2
Anthony Shindelar	202 N. 23rd Ave.	16132	\$1,998.70	4
VANDERBILT REAL ESTATE INVESTMENTS	504 Broad Street	19615	\$176.75	4
BENNETT TAX CO, INC, QUICKSILVER TAX FUNDING, PRIORITYONE BANK, AND SOUTH	102 South Street	19729	\$162.50	4

Owner	Address	PPIN	Clean Up Costs	WARD NUMBER
STREET INVESTMENTS, LLC				
Adair Asset Management BMO Harris	535 W. 4th Street	14464	\$246.25	4
H L & C-Hattiesburg West 4 th	528 West 4th Street	19709	\$167.25	4
Tommie Jean Hinton	115 Harrell Street	21304	\$243.00	5
State of Mississippi	110 Harrell Street	13352	\$243.00	5

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

INDEXING INSTRUCTIONS: 2-037D-14-139.00 1214 Alcorn Avenue, Hattiesburg, MS, MCINNIS, MITCHELL, & LONGRE ADDITION Lot 1, Block 5 PREV #:H0656-05-0

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
ACC TAX SALE PROPERTIES LLC	1214 Alcorn Avenue	2-037D-14-139.00	
			\$197.25
			Total: \$197.25

Lot One (1), Block Five (5) of the MCINNIS, MITCHELL, & LONGRE ADDITION, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

Section 2. That public interest and necessity requiring same, this resolution shall become Effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 8th day of September 2020.

(S E A L)

ATTEST: ADOPTED:

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 8th day of September 2020.

ATTEST: APPROVED:

CITY CLERK MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

**INDEXING INSTRUCTIONS: 2-037D-14-143.00 718 Greely Street, Hattiesburg, MS
MCINNIS, MITCHELL, & LONGRE ADDITION Lot 21, Block 5 PREV #:H0656-05-020**

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
State of Mississippi	718 Greely Street	2-037D-14-143.00	\$195.00
			Total: \$195.00

Lot Twenty-One (21), Block Five (5) of the MCINNIS, MITCHELL, & LONGRE ADDITION, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

Section 2. That public interest and necessity requiring same, this resolution shall become Effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 8th day of September 2020.

(S E A L)

ATTEST: ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 8th day of September 2020.

ATTEST: APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

**INDEXING INSTRUCTIONS: 2-037D-14-137.00 719 Lincoln Street, Hattiesburg, MS
MCINNIS, MITCHELL, & LONGRE ADDITION Lot 3, Block 5 PREV #:H0656-05-003**

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Mikal Uqdah & Narjis Z Hassan	719 Lincoln Street	2-037D-14-137.00	\$197.25
			Total: \$197.25

Lot Three (3), Block Five (5) of the MCINNIS, MITCHELL, & LONGRE ADDITION, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

Section 2. That public interest and necessity requiring same, this resolution shall become Effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 8th day of September 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 8th day of September 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

INDEXING INSTRUCTIONS: 2-029J-10-121.00, 826 Main Street, Hattiesburg, MS, CRITTENDEN SURVEY, Lot 5 & 6, Block 167 less 30 ft off NW side Blk side 167 PREV# H0144-08-003

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Affordable Southern Homes	826 Main Street	2-029J-10-121.00	\$422.75
			Total: \$422.75

Lot 5, Block 167 of the Crittenden Survey, City of Hattiesburg, Forrest County, Mississippi, and further described as beginning at the intersection of the North right of way of College Street and the West right of way to Main Street; run NW along the West right of way of Main Street 203.5 feet; thence SW parallel with College Street 200.0 feet; thence SE parallel with Main Street 203.5 feet to the North right of way of College Street; thence NE along the North right of way of College Street 200.0 feet back to the Point of Beginning; AND ALSO Lot 6, less 30 feet off the NW side, in Block 167 of the Crittenden Survey of the City of Hattiesburg, Forrest County, Mississippi as per map or plat thereof now on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi.

Section 2. That public interest and necessity requiring same, this resolution shall become Effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 8th day of September 2020.

(S E A L)

ATTEST: ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 8th day of September 2020.

ATTEST: APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

INDEXING INSTRUCTIONS: 2-029F-04-199.00, 451 W. 4th Street, Hattiesburg, MS, CRITTENDEN SURVEY, BLK 171, Part of Lot 2, Section 4, Township 04N, Range 13W, PREV#: H0144-02-005

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Edgar L. Foreman	451 W. 4th Street	2-029F-04-199.00	\$246.25
			Total: \$246.25

451 West 4th St. Hattiesburg, MS 39401, or better described as, Part of Lot Two (2) of Block 171 of Crittenden Survey to the City of Hattiesburg, Forrest County, Mississippi, and more particularly describes as beginning 253 feet West of the Southeast corner of said Lot Two (2), thence run North 236 feet, thence run West 4th Street, thence run East 58 feet to the point of beginning, together with all improvements lying thereon and appurtenances thereunto belonging.

Section 2. That public interest and necessity requiring same, this resolution shall become Effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 8th day of September 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 8th day of September 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

INDEXING INSTRUCTIONS: 2-029F-04-190.00, 543 W. 4th Street, Hattiesburg, MS, CRITTENDEN SURVEY, BLK 171, PT OF LT 4, Section 4, Township 04N, Range 13W

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
H L & C-Hattiesburg /West 4th LLC	543 West 4th Street	2-029F-04-190.00	
			<u>\$246.25</u>
			Total: \$246.25

543 West 4th Street, Hattiesburg, MS, and better described as, to-wit: Beginning at the SW corner of Lot 4 and run N for 30 feet to the intersection of N line of Fourth Street East 133 feet along the N line of Fourth Street to the point of beginning East 50 feet North 200 feet West 50 feet South 200 feet to point of beginning, being Part of Lot 4, Block 171 CRITTENDEN SURVEY. PPIN # 14466, also has the principal address of 543 W 4th Street.

Section 2. That public interest and necessity requiring same, this resolution shall become Effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 8th day of September 2020.

(S E A L)

ATTEST: ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 8th day of September 2020.

ATTEST: APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

INDEXING INSTRUCTIONS: 2-037D-14-128.00, 1215 Hall Avenue, Hattiesburg, MS, MCINNIS, MITCHELL, & LONGRE, BLK 5, Lot 12, Section 14, Township 04N, Range 13W PREV #:H0656-05-012

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
L.D. & Michael Bethley	1215 Hall Avenue	2-037D-14-128.00	\$197.25
			Total: \$197.25

1215 Hall Avenue, Hattiesburg, MS, Forrest County and better described as, to-wit: Lot Twelve (12) of Block Five (5) of MCINNIS, MITCHELL, & LONGRE subdivision. Section 14, Township 04N, Range 13W PREV #:H0656-05-012

Section 2. That public interest and necessity requiring same, this resolution shall become Effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 8th day of September 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 8th day of September 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

INDEXING INSTRUCTIONS: 2-038B-15-159.00, 800 Arnold Street, Hattiesburg, MS, KAMPER & LEWIN, BLK 103, Pt of Lot 3, Section 15, Township 04N, Range 13W PREV # H0440-03-010A

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Independent Holy Church of God	800 Arnold Street	2-038B-15-159.00	\$162.50
			Total: \$162.50

800 Arnold St. better described as: A part of Lot Three (3) in Block One Hundred Three (103) of the Kamper & Lewin Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi, more particularly described as follows:
Commencing at the Southwest Corner of said lot and block and run North along the West Boundary of said Lot 3 a distance of 49 feet to and for a point of Beginning; and from said Point of Beginning, run at right angles East and parallel to the South Boundary Line of said Lot 3 to a point on the Southwest Boundary Line of said B. & H. S. Railroad Right of Way as the same is presently situated; thence run in a Northwesterly direction along the Southwest Boundary Line of said Railroad Right of Way to a point where the said Southwest Boundary Line of said Railroad Right of Way intersects the West Boundary Line of Lot 3; then run South along the West Boundary Line of said Lot 3 to the Point of Beginning, together with the improvements thereon and appurtenances thereunto belonging.

Section 2. That public interest and necessity requiring same, this resolution shall become Effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 8th day of September 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 8th day of September 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

INDEXING INSTRUCTIONS: 2-028J-08-257.00 202 N 23rd Ave. better described as: The South Half (S 1/2) of Lot Nine (9) and all of Lot Ten (10) of Block Eleven (11), Hattiesburg Heights Second Survey, according to the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances there unto belonging.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Anthony Shindelar	202 N. 23rd Ave.	2-028J-08-257.00	\$1,998.70
			Total: \$1,998.70

The South Half (S 1/2) of Lot Nine (9) and all of Lot Ten (10) of Block Eleven (11), Hattiesburg Heights Second Survey, according to the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances there unto belonging.

Section 2. That public interest and necessity requiring same, this resolution shall become Effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 8th day of September 2020.
(S E A L)

ATTEST: ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 8th day of September 2020.

ATTEST: APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

INDEXING INSTRUCTIONS: 2-029K-09-172.00, 504 Broad St. better described as: A part of Lot One (1) in Block Two (2) of the John Kamper Subdivision of Block “D” and “E” or John Kamper First Survey and a part of Block “C” of John Kamper Survey, and a part of vacated alley lying between Lots One (1) and Two (2) in Block Two (2) of the John Kamper Subdivision of Blocks “D” and “E” of John Kamper First Survey of the City of Hattiesburg, Forrest County, Mississippi, according to the official plats of said surveys on file in the office of the Chancery Clerk of Forrest County, Mississippi Prev# H0452-02-003

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
VANDERBILT REAL ESTATE INVESTMENTS	504 Broad Street	2-029K-09-172.00	
			\$176.75
			Total: \$176.75

Commence at the Northeast corner of Lot One (1), Block Two (2) of the John Kamper Subdivision of Blocks “D” and “E” of John Kamper Survey and run thence South a distance of 120 feet to and for a point of beginning, thence run West for distance of 278.54 feet, thence run South for a distance of 58 feet, more or less, to the North line of vacated alley, thence run East a distance of 12.54 feet, thence run South for a distance of 20 feet to the South line of said vacated alley, thence run East along the South line of said vacated alley for a distance of 266 feet, more or less, to the West line of Broad Street for a distance of 85 feet, more or less, to the point of beginning; together with all improvements located on said property.

Section 2. That public interest and necessity requiring same, this resolution shall become Effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 8th day of September 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 8th day of September 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

INDEXING INSTRUCTIONS: 2-029K-09-035.00, 102 South Street, Hattiesburg, MS,
JOHN KAMPER SUB, BLK B, PART OF LOT 11, Section 9, Township 04N, Range 13W

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
<u>BENNETT TAX CO, INC, QUICKSILVER TAX FUNDING, PRIORITYONE BANK, AND SOUTH STREET INVESTMENTS, LLC</u>			
	<u>102 South Street</u>	<u>2-029K-09-035.00</u>	<u>\$162.50</u>
			Total: \$162.50

A part of Lot 11, Block “B” of the John Kamper Subdivision, Hattiesburg, Forrest County, Mississippi, and more particularly described as: Commencing at the Northeast corner of the above said Lot 11, Block “B”; thence South and along the East line of said Lot 11 for 140.7 feet to the Point of Beginning; thence continue South and along the East line of said Lot 11 for 39.7 feet; thence West 79 feet to the East margin of South Street; thence North and along the East margin of South Street 39.7 feet; thence East 79 feet to the Point of Beginning.

Section 2. That public interest and necessity requiring same, this resolution shall become Effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 8th day of September 2020.

(S E A L)

ATTEST: ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 8th day of September 2020.

ATTEST: APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

INDEXING INSTRUCTIONS: 2-029F-04-192.00 535 W. 4th Street, Hattiesburg, MS, CRITTENDEN SURVEY, PT 3 BEG 30 FT N & 313.45FT E OF SW COR SE ¼ SCE 4T RG 4 13 W N 281 FT E 97.5 FT S 272.5 FT TO 4TH ST W 100FT TO BEG BLK 171 PREV # H1044-02-013

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
<u>Adair Asset Management BMO Harris</u>	<u>535 W. 4th Street</u>	<u>2-029F-04-192.00</u>	<u>\$246.25</u>
			Total: \$246.25

A part of the Southwest Quarter of the Southeast Quarter (SW ¼ of SE ¼) of Section Four (4), Township (4) North, Range Thirteen (13) West in the County of Forrest, State of Mississippi, more particularly described as follows, to-wit:

Commencing at the concrete monument in Fourth Street set and established as and for the Southwest corner of the Southeast Quarter of the above described Section Four (4), and run thence East along the Section Four (4), for a distance of 313.45 feet, thence North for a distance of 30 feet to the North margin of Fourth Street to and for a point of beginning, thence North and along an old fence line for a distance of 281 feet to the right-of-way of the Mississippi Central Railroad, thence easterly and along the said railroad right-of-way for a distance of 97.5 feet to the corner of an old fence, thence South and along the said fence 272.5 feet to the North margin of Fourth Street, thence West along Fourth Street for a distance of 100 feet to the point of beginning, and being the identical property purchased by Charles H. Scoville, from W. O. Rea, Receiver of the Building and Loan Association of Jackson, Mississippi, on the 6th day of June, 1936, as per deed filed and recorded in Book 49, Pages 561 and 562 of the Land Deed Records of Forrest County, Mississippi, on the 8th of June, 1936, being a part of Lot Three (3) in Block 171 of the CRITTENDEN SURVEY of the City of Hattiesburg, County of Forrest, State of Mississippi.

Section 2. That public interest and necessity requiring same, this resolution shall become Effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 8th day of September 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 8th day of September 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

INDEXING INSTRUCTIONS: 2-029K-09-029.00 528 W. 4TH STREET, Hattiesburg, MS, JOHN KAMPER SURVEY, PT 8 BEG NE COR S 107 FT W 100FT N 107 FT E 100FT TO POB BLK B PREV#H0456-02-002

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
H L & C-Hattiesburg West 4th	528 West 4th Street	2-029K-09-029.00	\$167.25
			Total: \$167.25

Municipal 528 West Fourth Street, Hattiesburg, MS: A part of Lot 8, Block “B” of the John Kamper Survey of Hattiesburg, Forrest County, Mississippi, and being more particularly described as: Begin at the NE corner of Lot 8, Block “B” and run South 0 degrees 29 minutes West and along the East line of said Lot 8, Block “B” and also the West right of way line of Broad Street, 106.93 feet; thence West Fourth Street, 99.91 feet, thence North 4 degrees 27 minutes 15 seconds West 5.0 feet; thence North 80 degrees 40 minutes 40 seconds East 5.0 feet; thence North 3 degrees 32 minutes 40 seconds East, 101.33 feet to the South right of way line of West Fourth Street; thence East and along the said South right of way line of West Fourth Street 90.00 feet to the point of beginning; said survey being locate4d W ½ of the NE ¼ , Section 9, Township 4 North, Range 13 West, Forrest County, Mississippi. LESS AND EXCEPT A part of Lot 8, Block “B” of the John Kamper Survey of the City of Hattiesburg, Forrest County, Mississippi described as follows, to-wit: Begin at the Northwest Corner of Lot 8, of Block “B” of said survey, being the NE corner of the Turner property, and run thence East along the South line of West Fourth Street for ten (10) feet, more or less, to the Northwest corner of the property owned of record by Richardsons, said point being clearly marked by an iron pipe situated approximately five (5) feet East of the junction of the concrete sidewalk and blacktop drive-apron, and run thence South parallel with Broad Street for a distance of 101 feet 2 inches or less to an iron marker clearly identified and agreed upon by the parties.

Section 2. That public interest and necessity requiring same, this resolution shall become Effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 8th day of September 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 8th day of September 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

INDEXING INSTRUCTIONS: 2-038C-16-238.00 115 Harrell St. better described as: The Northeasterly one-half (1/2) of Lots 8, 9, and 10, in Block Two (2), according to the D. D. McInnis Third Survey or Addition to the City of Hattiesburg, Mississippi PREV #:H0628-01-016

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Tommie Jean Hinton	115 Harrell Street	2-038C-16-238.00	\$243.00
			Total: \$243.00

The Northeasterly one-half (1/2) of Lots 8, 9, and 10, in Block Two (2), according to the D. D. McInnis Third Survey or Addition to the City of Hattiesburg, Mississippi, as per map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, said parcel of land having a frontage of 150 feet in hat certain alley commonly referred to Harold or Harrell Street in the City of Hattiesburg, Mississippi, and extending Southwesterly between parallel lines a uniform depth of 109 feet, more or less to a lone running Northwesterly and Southeasterly direction through the center of Lots 8, 9, and 10, Block Two (2) of said Survey and being located in and forming part of the Northeast Quarter (NE1/4) of Section 16, Township 4 North, Range 13 West, in Forrest County, Mississippi, the same being a leasehold estate for a term of 99 years from April 13, 1953, and recorded in Book 130, at page 579 of the Land Deed Records in the Office of the Chancery Clerk of Forrest County, Mississippi, LESS AND RESERVED from this conveyance is the following described piece of land as follows:

A part of Lot Ten (10), in Block Two (2) of the D. D. McInnis Third Survey and more particularly describes as follows: Beginning 109.5 feet Northeasterly direction from the most Southern corner of Lot Ten (10) in Block Two (1) of the D. D> McInnis Third Survey in Hattiesburg, Forrest County, Mississippi, thence run Northwesterly 24 feet, more or less to the Southeasterly side of a drainage ditch, thence run Northeasterly along the Southeasterly side of said drainage ditch to a point where it intersects with Southeasterly side of Lot Ten (10), of above stated Block 2, and said Survey, thence run Southwesterly along Southeasterly side of said Lot Ten (10) to the point of beginning, together with all improvements thereon and appurtenances thereunto belonging.

Section 2. That public interest and necessity requiring same, this resolution shall become Effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 8th day of September 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 8th day of September 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

INDEXING INSTRUCTIONS: 2-038C-16-231.00 110 Harrell Street, Hattiesburg, MS, MCINNIS D D 3RD, PT BLK BEG 450FT SW & 330FT SE OF NW COR SE 80FT SW 200FT NW 80FT NE 200FT TO BEG BRICKYARD Section 16, Township 04N, Range 13W PREV#H0080-01-15

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
State of Mississippi	110 Harrell Street	2-038C-16-231.00	\$243.00
			Total: \$243.00

PT BLK BEG 450FT SW & 330FT SE OF NW COR SE 80FT SW 200FT NW 80FT NE 200FT TO BEG BRICKYARD D. D. MCINNIS 3RD B540 P484 /84

Section 2. That public interest and necessity requiring same, this resolution shall become Effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 8th day of September 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 8th day of September 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Wiley Quinn, Code Enforcement Division Manager

Date: Tuesday, September 8, 2020

Re: Adopt Resolution adjudicating and directing the placement as an assessment for the Emergency Measures Cost for the property located at 210 W. 7th Street in accordance with the International Property Maintenance Code 2018, Section 110.3
File Number: 2020-606
Minute Book #

Summary

Adopt Resolution of Adjudication for Emergency Measures Cost -210 W. 7th Street

Recommendation Statement

I recommend the adoption of a resolution adjudicating Emergency Measures Cost for the property located at 210 W. 7th Street.

Please place this on the September 8, 2020 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

TO: Mayor and City Council

FR: Wiley Quinn, Code Enforcement Division Manager

DATE: September 8, 2020

RE: Adopt Resolution of Adjudication-Emergency Measures Cost

I recommend adopting a Resolution adjudicating and directing the placement as an assessment the Emergency Measures cost against the following property.

<u>Owner</u>	<u>Address</u>	<u>PPIN</u>	<u>Clean Up Costs</u>	<u>Ward</u>
Dwight M. Pardue, III and Gaby L. Speed	210 W. 7 th Street	14513	\$8,693.90	2

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

**INDEXING INSTRUCTIONS: 210 W. 7th Street, Hattiesburg, MS, Crittenden Survey,
Part of Lot 6 Block 172**

WHEREAS, The City of Hattiesburg has adopted the 2018 International Property Maintenance Code through Ordinance 3255; and

WHEREAS, Section 110.1 of the 2018 International Property Maintenance Code authorizes the Code Official to order the owner or owner’s agent to demolish and remove a structure that is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair; and

WHEREAS, Section 110.3 of the 2018 International Property Maintenance Code authorizes the Code Official to cause the structure to be demolished or removed, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

WHEREAS, Section 109.4 of the 2018 International Property Maintenance Code authorizes the Code Official to employ the necessary labor and materials to perform the required work as expeditiously as possible.

WHEREAS, the following property has been cleared and cleaned by the City of Hattiesburg.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the emergency measures cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	
Dwight M. Pardue, III and Gaby L. Speed	210 W. 7 th Street	2-029F-04-073.00	
			CLEAN-UP COST
			<u>\$8,693.90</u>
			Total: \$8,693.90

Parcel Number 2-029F-04-073.00, PPIN Number 14513, Hattiesburg, MS, and better described as:

**PT6 BEG 8 FT E OF NW COR E 59 FT S 180 FT W ON 7TH ST 59 FT N 180 FT TO BEG BLK 172
CRITTENDEN SURVEY B 546 P240 10/84 11/94 722/295**

Prev#: H0144-03-018 STR 04-04N-13W

Section 2. That public interest and necessity requiring same, this resolution shall become Effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 8th day of September 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 8th day of September 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, September 8, 2020

Re: Adopt a Resolution declaring that certain real property belonging to the City of Hattiesburg, being described as set forth in the legal description attached to this Resolution, has ceased to be used for municipal purposes, and authorizing the sale of said real property for \$40,900.00, being the average of two (2) appraisals in the amounts of \$40,000.00 and \$41,800.00, respectively, to TC HELEASE, LLC, all pursuant to Miss. Code Ann. Section 21-17-1 (2) (b). Authorize the Mayor to execute the Deed and any other documents necessary to conclude the sale.
File Number: 2020-624
Minute Book #

Summary

Sale of a portion of City property adjacent to Ross Blvd (east) at Hardy Street.

Recommendation Statement

I recommend placing this item on the 9/8/2020 Council agenda.

Please place this on the September 8, 2020 City Council meeting for consideration.

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines certain real property belonging to the City of Hattiesburg, being described as set forth in the legal description attached to this Resolution, has ceased to be used for municipal purposes and is not to be used in the future operation of the City; and

WHEREAS, the governing authorities of the City of Hattiesburg are authorized and empowered in their discretion to convey said property in accordance with appropriate Miss Code statutes; and

WHEREAS, the governing authorities of the City of Hattiesburg desire to dispose of said property via sale to TC HELEASE, LLC for \$40,900 based on the average of two appraisals, the cost of which shall be shared by the buyer and seller, pursuant to Mississippi Code Annotated, Section 21-17-1 (2)(b);

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Hattiesburg City Council does hereby declare surplus the aforementioned property and authorizes sale of the same.

The foregoing resolution 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 Resolution adopted, on this 8th day of September, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, on this 8th day of September, 2020.

ATTEST:

ADOPTED:

CITY CLERK

MAYOR

For the purpose of sale of a portion of certain property adjacent to the eastern boundary of the property described at Forrest County PPIN 23246 (Parcel 2-028L-07-217.00).

LEGAL DESCRIPTION:

A parcel of land being part of Ross Boulevard as platted in Pine Crest Second Survey, Forrest County, Mississippi, having bearings based upon Grid North being referenced to Mississippi State Plane Coordinate System, East Zone and being more particularly described as follows:
COMMENCE at an iron pin found marking the Northwest Corner Lot 6, Block 28, of Pine Crest Second Survey Forrest County, Mississippi as recorded in the office of the Chancery Clerk of Forrest County, Mississippi; thence run South 88 degrees 38 minutes 04 seconds East along the North boundaries of Lots 1, 2, 3, 4, 5 and 6 for 320.06 feet to an iron pin set marking the Northeast corner of lot 1 and the West right-of-way of Ross Boulevard as platted in Pine Crest Second Survey; thence continue South 88 degrees 38 minutes 04 seconds East for 37.64 feet to a Chiseled "X" in concrete; thence South 00 degrees 04 minutes 18 seconds West for 141.21 feet to an iron pin set on the North right-of-way of Hardy Street as currently laid, thence North 88 degrees 42 minutes 36 seconds West for 37.64 feet to a "PK" nail set in asphalt on the East boundary of Lot 1, thence North 00 degrees 04 minutes 18 seconds East for 141.26 feet back to the Point of Beginning. Said parcel contains 0.12 acres more or less.

FROM: MICHAEL A. HUTCHINSON, SRA SOUTHERN MISSISSIPPI APPRAISAL GROUP 605 ADELINE STREET HATTIESBURG, MS 39401-3843 Telephone Number: (601) 520-9390Fax Number:			INVOICE <table><tr><td>INVOICE NUMBER</td></tr><tr><td>HUB CITY MASONIC</td></tr><tr><td>DATE</td></tr><tr><td>02/24/2020</td></tr><tr><td>REFERENCE</td></tr><tr><td>Internal Order #: Lender Case #: Client File #: Main File # on form: Other File # on form: Federal Tax ID: 64-0911937 Employer ID:</td></tr></table>			INVOICE NUMBER	HUB CITY MASONIC	DATE	02/24/2020	REFERENCE	Internal Order #: Lender Case #: Client File #: Main File # on form: Other File # on form: Federal Tax ID: 64-0911937 Employer ID:
INVOICE NUMBER											
HUB CITY MASONIC											
DATE											
02/24/2020											
REFERENCE											
Internal Order #: Lender Case #: Client File #: Main File # on form: Other File # on form: Federal Tax ID: 64-0911937 Employer ID:											
TO: CITY OF HATTIESBURG Telephone Number:Fax Number: Alternate Number:E-Mail:											
DESCRIPTION											
Lender: CITY OF HATTIESBURG Purchaser/Borrower: CLIENT: CITY OF HATTIESBURG Property Address: 3319 HARDY ST City: HATTIESBURG County: FORREST Legal Description: SEE ATTACHED SURVEY			Client: CITY OF HATTIESBURG State: MSZip: 39401								
FEES					AMOUNT						
					450.00						
SUBTOTAL					450.00						
PAYMENTS					AMOUNT						
Check #:	Date:	Description:									
Check #:	Date:	Description:									
Check #:	Date:	Description:									
SUBTOTAL											
TOTAL DUE					\$ 450.00						

LAND APPRAISAL REPORT

File No.:

Loan No.:

The purpose of this summary appraisal report is to provide the lender/client with an accurate and adequately supported opinion of the market value of the subject property.

CLIENT AND PROPERTY IDENTIFICATION

Property Address: **3319 HARDY ST**City: **HATTIESBURG**State: **MS**ZIP: **39401**

Borrower: **CLIENT: CITY OF HATTIESBURG**Owner of Public Record: **CITY OF HATTIESBURG**County: **FORREST**

Legal Description: **SEE ATTACHED SURVEY**

Assessor's Parcel #: **PART OF 2-028I-07-217.00**Tax Year: **2018**R.E. Taxes: **0**

Neighborhood Name: **FORREST/URBAN**Map Reference: **25620**Census Tract: **0009.00**

Special Assessments: **0**PUD ☐ Yes☒ NoHOA: \$ **0**☐ Per Year☐ Per Month

Property Rights Appraised: ☒ Fee Simple☐ Leasehold☐ Other (describe)

Assignment Type: ☐ Purchase Transaction☐ Refinance Transaction☐ Other (describe) **ASCERTAIN MARKET VALUE**

Lender/Client: **CITY OF HATTIESBURG**Address:

CONTRACT ANALYSIS

I ☐ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price \$: _____ Date of Contract: _____ Is the property seller the owner of public record? ☐ Yes ☐ No Data Sources _____

Is there any financial assistance (loan charges, sale concessions, gift or down payment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☐ No

If Yes, report the total dollar amount and describe the items to be paid. \$ _____

NEIGHBORHOOD DESCRIPTION

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Present Land Use %	
Location	☒ Urban	☐ Suburban	☐ Rural	Property Values	☐ Increasing	☒ Stable	☐ Declining	PRICE	AGE	One-Unit	20 %
Built-Up	☒ Over 75%	☒ 25-75%	☐ Under 25%	Demand/Supply	☐ Shortage	☒ In Balance	☐ Over Supply	\$ (000)	(yrs)	2-4 Unit	5 %
Growth	☐ Rapid	☒ Stable	☐ Slow	Marketing Time	☐ Under 3 mths	☒ 3-6 mths	☐ Over 6 mths	40	Low	0	Multi-Family 5 %
Neighborhood Boundaries: HIGHWAY 49 TO THE EAST; WEST FOURTH STREET TO THE NORTH; INTERSTATE 59 TO THE WEST; AND LINCOLN ROAD TO THE SOUTH.								350	High	100	Commercial 65 %
								120	Pred.	65	VACANT 5 %
	Good	Average	Fair	Poor		Good	Average	Fair	Poor		
Convenience to Employment	☐	☒	☐	☐	Property Compatibility	☐	☒	☐	☐		
Convenience to Shopping	☐	☒	☐	☐	General Appearance of Properties	☐	☒	☐	☐		
Convenience to Primary Education	☐	☒	☐	☐	Adequacy of Police/Fire Protection	☐	☒	☐	☐		
Convenience to Recreational Facilities	☐	☒	☐	☐	Protection from Detrimental Conditions	☐	☒	☐	☐		
Employment Stability	☐	☒	☐	☐	Overall Appeal to Market	☐	☒	☐	☐		

Neighborhood Description: **SUBJECT IS LOCATED IN THE NORTHWESTERN PORTION OF THE CITY OF HATTIESBURG AND IS CONVENIENTLY LOCATED TO SCHOOLS, SHOPPING, EMPLOYMENT CENTERS AND MEDICAL FACILITIES. THE SUBJECT IS ALSO WITHIN CLOSE TO THE UNIVERSITY OF SOUTHERN MISSISSIPPI. THE HARDY STREET CORRIDOR IS A BLEND OF COMMERCIAL USES INCLUDING RETAIL, FOOD SERVICE, MULTI-FAMILY AND OFFICE FACILITIES. MAINTENANCE LEVELS APPEAR TO BE GOOD WITH NO PROBLEMS NOTED.**

Market Conditions (including support for the above conclusions): **THE MARKET CURRENTLY APPEARS TO BE STABLE WITH MARKETING/EXPOSURE TIMES FOR 3 TO 6 MONTHS. SUPPLY AND DEMAND APPEAR TO BE IN BALANCE AND INTEREST RATES REMAIN FAVORABLE.**

SITE DESCRIPTION

Dimensions: **SEE ATTACHED SURVEY**Area: **5,227** ☐ Acres☒ Sq.Ft. Shape: **SEE PLAT**View: **TYPICAL**

Zoning Classification: **B-3**Zoning Description: **COMMUNITY BUSINESS DISTRICT**

Zoning Compliance: ☒ Legal☐ Legal Nonconforming (Grandfathered Use)☐ No Zoning☐ Illegal (describe) _____

Uses permitted under current zoning regulations: **COMMERCIAL/PERSONAL/RETAIL BUSINESS SERVICES**

Highest & Best Use: **IMPROVED COMMERCIAL**

Describe any improvements: **NONE**

Do present improvements conform to zoning? ☐ Yes☐ No☒ No improvements If No, explain: _____

Present use of subject site: **PARKING**Current or proposed ground rent? ☐ Yes☒ No If Yes, \$ _____

Topography: **GENTLY SLOPING**Size: **5,227 SQUARE FEET**Drainage: **ADEQUATE**

Corner Lot: ☒ Yes☐ NoUnderground Utilities: ☐ Yes☒ NoFenced: ☐ Yes☒ No If Yes, type: _____

Special Flood Hazard Area ☐ Yes☒ NoFEMA Flood Zone: **X**FEMA Map #: **28035C0104D**FEMA Map Date: **3/2/2010**

Utilities	Public	Other	Provider or Description	Off-site Improvements	Type/Description	Public	Other
Electricity	☐	☐	NONE	Street Surface	ASPHALT	☒	☐
Gas	☐	☐	NONE	Street Type/Influence	PUBLIC		
Water	☐	☐	NONE	Curb/Gutter	CONCRETE	☒	☐
Sanitary Sewer	☐	☐	NONE	Sidewalk	NONE	☐	☐
other	☐	☐	NONE	Street Lights (type)	OVERHEAD	☒	☐
Other	☐	☐	NONE	Alley	NONE	☐	☐

Are the utilities and off-site improvements typical for the market? ☒ Yes☐ No If No, describe: _____

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes☒ No If Yes, describe: _____

THERE DOES NOT APPEAR TO BE ANY ADVERSE EASEMENTS OR ENCROACHMENTS AND THE SITE DOES NOT APPEAR TO LIE IN A DESIGNATED FLOOD ZONE. NO SURVEY WAS PROVIDED TO THE APPRAISER. APPRAISER DID NOTE SUBJECT SITE HAD ACCESS TO ALL CITY/PUBLIC UTILITIES.

Site Comments: **SUBJECT SITE IS APPROXIMATELY 5,227 SQUARE FEET IN SIZE WITH GENTLY SLOPING TOPOGRAPHY, PAVED PUBLIC FRONTAGE, AND ADEQUATE DRAINAGE. THE SITE HAS ACCESS TO POWER, SEWER, AND WATER.**

LAND APPRAISAL REPORT

File No.:
Loan No.:

There are 0 comparable sites currently offered for sale in the subject neighborhood ranging in price from \$ 0 to \$ 0
There were 0 comparable sites sold in the past 12 months in the subject neighborhood ranging in sale price from \$ 0 to \$ 0

COMPARABLE SALES

FEATURE	SUBJECT	COMPARABLE # 1		COMPARABLE # 2		COMPARABLE # 3	
Address	3319 HARDY ST	300 HARDY ST		1000 HARDY ST		N 24TH AVE	
City/St/Zip	HATTIESBURG, MS 39401	HATTIESBURG, MS 39401		HATTIESBURG, MS 39401		HATTIESBURG, MS 39401	
Proximity to Subject		2.61 MILES E		2.00 MILES E		0.82 MILES E	
Data Sources	INSPECTION	RAYBURN/APPRaiser		RAYBURN/APPRaiser		RAYBURN/APPRaiser	
Verification Sources	TAX FILES	MUN LIAN/LOWERY		MCMILLAN/BRADLEY		FAUST/BAKER	
Sale Price	\$		\$ 150,000		\$ 135,000		\$ 212,500
Price/ Sq.Ft.	\$	\$ 6.62		\$ 5.58		\$ 9.64	
Date of Sale (MO/DA/YR)		11/30/2017		07/20/2007		12/21/2004	
Days on Market	N/A	UNKNOWN		UNKNOWN		UNKNOWN	
Financing Type	N/A	CASH TO SELLER		CASH TO SELLER		CASH TO SELLER	
Concessions		NONE		NONE		NONE	
Location	URBAN	URBAN		URBAN		URBAN	
Property Rights Appraised	FEE SIMPLE	FEE SIMPLE		FEE SIMPLE		FEE SIMPLE	
Site Size (in Sq.Ft.)	5,227	22,651		24,201		22,035	
View	TYPICAL	TYPICAL		TYPICAL		TYPICAL	
Topography	GENTLY SLOPING	SIMILAR		SIMILAR		SIMILAR	
Available Utilities	ELEC,WTR,SWR	SIMILAR		SIMILAR		SIMILAR	
Street Frontage	PUBLIC	PUBLIC		PUBLIC		PUBLIC	
Street Type	ASPHALT	ASPHALT		ASPHALT		ASPHALT	
Water Influence	NONE	NONE		NONE		NONE	
Fencing	NONE	NONE		NONE		NONE	
Improvements	NONE	FORMER BANK		NO		NO	
FLOOD ZONE	NO	BLD. REMOVAL		NO		NO	
OTHER	NONE	\$30,000 +1.32		NONE		NONE	
Net Adjustment (Total, in \$)		☒ + ☐ -	\$ 29,899	☐ + ☐ -	\$	☐ + ☐ -	\$
Adjusted sales price of the		Net Adj.	% (\$ 1.32 /Sq.Ft.)	Net Adj.	%	Net Adj.	%
Comparable Sales (in \$ / Sq.Ft.)		Gross Adj.	% \$ 7.94	Gross Adj.	% \$ 5.58	Gross Adj.	% \$ 9.64

The Appraiser has researched the transfer history of the subject property for the past 3 years and the listing history of the subject for the past 12 months prior to the effective date of this appraisal. The appraiser has also researched the transfer and listing history of the comparable sales for the past 12 months.

The appraiser's research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of the appraisal.

Data Sources: TAX RECORDS

The appraiser's research ☐ did ☒ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Sources: HATTIESBURG MLS

The appraiser's research ☐ did ☒ did not reveal any prior listings of the subject property or comparable sales for the year prior to the effective date of the appraisal.

Data Sources: HATTIESBURG,MLS

Listing/Transfer History (if more than two, use comments section or an addendum.)	Transfer/Sale (ONLY) of the Subject in past 36 months:		Listing and Transfer history of Comp 1 in past 12 months:		Listing and Transfer history of Comp 2 in past 12 months:		Listing and Transfer history of Comp 3 in past 12 months:	
	\$		\$		\$		\$	
	\$		\$		\$		\$	

Subject property is currently listed for sale? ☐ Yes ☒ No Data Source: HATTIESBURG MULTIPLE LISTING SERVICE

Current Listing History	List Date	List Price	Days on Market	Data Source
		\$		

Subject property has been listed within the last 12 months? ☐ Yes ☒ No Data Source: HATTIESBURG MULTIPLE LISTING SERVICE

12 Month Listing History	List Date	List Price	Days on Market	Data Source
		\$		
		\$		

Comments on Prior Sales/Transfers and Current and Prior Listings: NO TRANSFER WAS NOTED ON THE SUBJECT PROPERTY OR THE COMPARABLE SALES.

Summary of the Sales Comparison Approach: A RANGE OF VALUE WAS INDICATED BETWEEN \$5.58 AND \$9.64 PER SQUARE FOOT. ALL SALES WERE WITHIN THE PAST 15 YEAR PERIOD AND WERE CONSIDERED GOOD INDICATORS OF MARKET VALUE. THE MARKET APPROACH WAS USED EXCLUSIVELY IN ESTIMATING THE MARKET VALUE OF THE SUBJECT SITE. THE INCOME AND COST APPROACHES WERE CONSIDERED BUT NO UTILIZED DUE TO THE SITE BEING BASICALLY VACANT WITH NO SIGNIFICANT IMPROVEMENTS/BUILDINGS LOCATED ON THE SITE.

Reconciliation Comments: AFTER CONSIDERATION OF ALL OF THE ABOVE DATA, THE MARKET VALUE IS ESTIMATED AT \$8.00 PER SQUARE FOOT OR A TOTAL ROUNDED VALUE OF \$41,800.

This appraisal is made ☒ "as is", or ☐ subject to the following conditions or inspections:

Based on a complete visual inspection of the subject site and those improvements upon said site, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of market value, as defined, of the real property that is the subject of this report is:
Opinion of Market Value: \$ 41,800 , as of: 02/21/2020 , which is the date of inspection and the effective date of this appraisal.

File No.:
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LAND APPRAISAL REPORT

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)?
Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project:

Total number of phases:
Total number of units rented:
Was the project created by the conversion of existing building(s) into a PUD?
Does the project contain any multi-dwelling units?
Are the units, common elements, and recreation facilities complete?

Total number of units:
Total number of units for sale:

Data Source:

Total number of units sold:
Data sources:
If Yes, date of conversion:
If No, describe the status of completion:

Describe common elements and recreational facilities:

CERTIFICATIONS AND LIMITING CONDITIONS

This report form is designed to report an appraisal of a parcel of land which may have some minor improvements but is not considered to be an "improved site". All improvements are considered to be of relatively minor value impact on the overall value of the site. This report form is not designed to report on an "improved site" where significant value is derived from the improvements. This appraisal report form may be used for single family, multi-family sites and may be included within a PUD development.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject site and any limited improvements, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this report is the lender/client identified within the appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they consider their own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: OCC, OTS, FRS, & FDIC joint regulations published June 7, 1994)

*Adjustments to the comparables must be made for special or creative concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

- The appraiser will not be responsible for matters of a legal nature that affect the subject property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
- The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
- The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the subject property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties express or implied. The appraiser will not be responsible for any such conditions that do exist or for the engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal must not be considered as an environmental assessment of the property.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

- I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
- I performed a complete visual inspection of the subject site and any limited improvements. I have reported the information in factual and specific terms. I identified and reported the deficiencies of the subject site that could affect the utility of the site and its usefulness as a building lot(s).
- I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of the Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them unless indicated elsewhere within this report as there are no or very limited improvements and these approaches to value are not deemed necessary for credible results and/or reliable indicators of value for this appraisal assignment.
- I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
- I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of the sale of the comparable sale, unless otherwise indicated in this report.
- I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
- I have not used comparable sales that were the result of combining multiple transactions into one reported sale.
- I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
- I have verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
- I have knowledge and experience in appraising this type of property in this market area.
- I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

Form WFLND - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

01/2010

LAND APPRAISAL REPORT

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CERTIFICATIONS AND LIMITING CONDITIONS (continued)

13.

I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14.

I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15.

I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16.

I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17.

I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18.

My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19.

I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20.

I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
21.

The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
22.

I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
23.

The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
24.

If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.
25.

Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1.

I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2.

I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3.

The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4.

This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5.

If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SIGNATURES

APPRAISER

Signature:

Michael A. Hutchinson, SRA

Name:

MICHAEL A. HUTCHINSON, SRA

Company Name:

SOUTHERN MISSISSIPPI APPRAISAL GROUP

Company Address:

605 ADELINE STREET
HATTIESBURG, MS 39401

Telephone Number:

601-520-9390

Email Address:

HUTCHMON@COMCAST.NET

Date of Signature and Report:

02/24/2020

Effective Date of Appraisal:

02/21/2020

State Certification #:

RA-111

or State License #:

or Other (describe):

State:

MS

Expiration Date of Certification or License:

07/31/2021

ADDRESS OF PROPERTY APPRAISED

3319 HARDY ST
HATTIESBURG, MS 39401

APPRAISED VALUE OF SUBJECT PROPERTY \$

41,800

LENDER/CLIENT

Name:

Company Name:

CITY OF HATTIESBURG

Company Address:

Email Address:

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature:

Name:

Company Name:

Company Address:

Telephone Number:

Email Address:

Date of Signature:

State Certification #:

or State License #:

State:

Expiration Date of Certification or License:

SUBJECT PROPERTY

Did not inspect subject property

Did inspect exterior of subject property from at least the street

Date of Inspection:

COMPARABLE SALES

Did not inspect exterior of comparable sales from street

Did inspect exterior of comparable sales from street

Date of Inspection:

USPAP ADDENDUM

File No.

Borrower	CLIENT: CITY OF HATTIESBURG						
Property Address	3319 HARDY ST						
City	HATTIESBURG	County	FORREST	State	MS	Zip Code	39401
Lender	CITY OF HATTIESBURG						

This report was prepared under the following USPAP reporting option:

- ☒ Appraisal Report
- This report was prepared in accordance with USPAP Standards Rule 2-2(a).
- ☐ Restricted Appraisal Report
- This report was prepared in accordance with USPAP Standards Rule 2-2(b).

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 90 TO 180 DAYS

THE EXPOSURE TIME WAS ESTIMATED INDEPENDENTLY OF THE MARKETING TIME.

Additional Certifications

I certify that, to the best of my knowledge and belief:

- ☒ I have NOT performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- ☐ I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.
- The statements of fact contained in this report are true and correct.

- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.

- My engagement in this assignment was not contingent upon developing or reporting predetermined results.

- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.

- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.

- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Additional Comments

(1) INTENDED USER OF THIS REPORT IS THE CITY OF HATTIESBURG.

(2) HIGHEST AND BEST USE ANALYSIS IS UTILIZED USING FOUR BASIC TEST. LEGALLY PERMISSIBLE, PHYSICALLY POSSIBLE, FINANCIALLY FEASIBLE, AND MAXIMALLY PRODUCTIVE. BASED ON OUR OBSERVATION THE HIGHEST AND BEST USE WOULD BE THE CURRENT USE AS SINGLE-FAMILY RESIDENTIAL.

APPRAISER:

Signature: Michael A. Hutchinson, SRA

Name: MICHAEL A. HUTCHINSON, SRA

Date Signed: 02/24/2020

State Certification #: RA-111

or State License #: _____

State: MS

Expiration Date of Certification or License: 07/31/2021

Effective Date of Appraisal: 02/21/2020

SUPERVISORY APPRAISER: (only if required)

Signature: _____

Name: _____

Date Signed: _____

State Certification #: _____

or State License #: _____

State: _____

Expiration Date of Certification or License: _____

Supervisory Appraiser Inspection of Subject Property:

☐ Did Not

☐ Exterior-only from Street

☐ Interior and Exterior

REFERENCE MATERIAL:

- 1. Deed Book 958, Page 705
- 2. Deed Book 753, Page 232
- 3. Deed Book 228, Page 531
- 4. Deed Book 958, Page 461
- 5. Deed Book 1061, PG 305
- 6. Survey for Neet-Schaffer by Cleapoint Engineers dated April 2016, Proj 76242024
- 7. Pine Crest Second Survey, Addition to the City of Hattiesburg
- 8. Deed Book 578, PG 550

STATE PLANE DATA

State Plane Zone: MS East - 2301
Datums: NAD 1983 / NAVD 1988
Combined Factor: 0.999972437
Convergence Angle: -00° 15' 47.57"

POINT OF COMMENCEMENT:
IPF at the NW Corner of Lot 6,
Block 28, Pine Crest Second
Survey of Hattiesburg, Forrest
County, Mississippi

MS State Plane
N = 664234.88
E = 826168.14

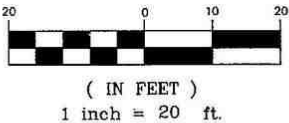
MS State Plane
N = 664243.40
E = 825810.54

Reference Point
MS State Plane
N = 664093.66
E = 826167.96

NOTES:

- 1. Class "B" Survey.
- 2. Date of field survey: February 2019
- 3. All property corners set are 1/2"x18" rebar with cap stamped "COA 165" unless noted otherwise.
- 5. Area of Subject Property: ±0.12 Acres
- 6. North is based upon GPS observation, referenced to Mississippi State Plane Coordinate System, East Zone.
- 7. Property shown is located in Flood Zone "X" according to the Flood Insurance Rate Map (FIRM) Number 28035C0104D, with an effective date of March 02, 2010.
- 8. The location of utilities are approximate. Additional underground utilities exist which are not shown on this survey plat. Excavations should be done with caution. The Mississippi one call network (MS-811 or 1-800-227-6477) should be notified prior to commencing with excavation activities.

GRAPHIC SCALE



LEGEND

- MONUMENT SET
- MONUMENT FOUND
- NO MONUMENT
- IPF
- IPF
- PKS
- APS
- APR
- POB
- ROW
- UTILITY POLE
- GAS METER
- FIBER OPTIC BOX
- FIRE HYDRANT
- WATER VALVE
- SEWER CLEAN-OUT
- SEWER MANHOLE
- SEWER LINE
- FIBER OPTIC LINE
- OVERHEAD POWER LINE
- WATER LINE
- WOOD FENCE
- BOUNDARY TIE LINE
- SUBJECT PROPERTY LINE
- PINE CREST 2ND SURVEY
- OVERHEAD PHONE LINE
- UNDERGROUND POWER

LEGAL DESCRIPTION:

A parcel of land being part of Ross Boulevard as platted in Pine Crest Second Survey, Forrest County, Mississippi, having bearings based upon Grid North being referenced to Mississippi State Plane Coordinate System, East Zone and being more particularly described as follows:

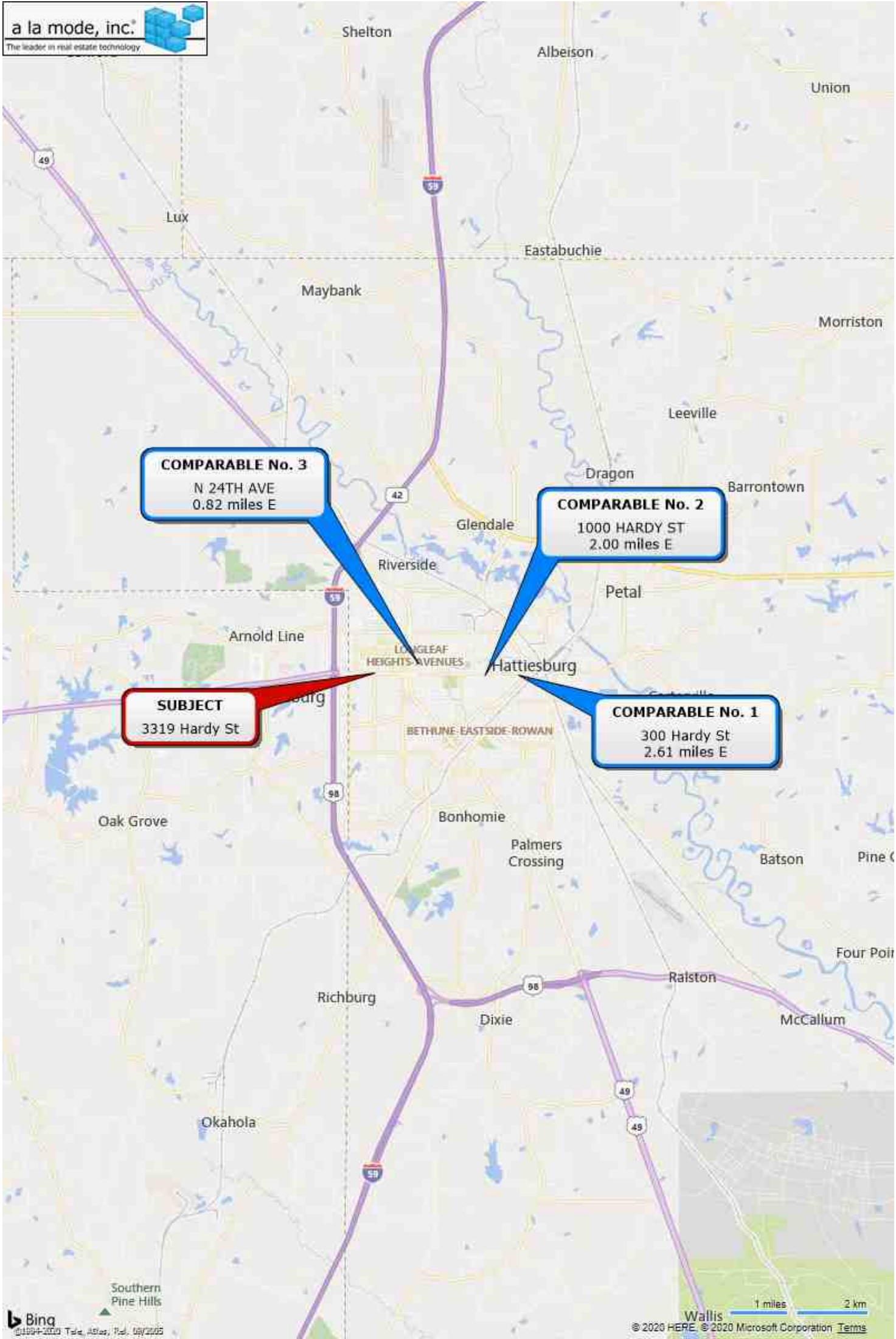
COMMENCE at an iron pin found marking the Northwest Corner Lot 6, Block 28, of Pine Crest Second Survey Forrest County, Mississippi as recorded in the office of the Chancery Clerk of Forrest County, Mississippi; thence run South 88 degrees 38 minutes 04 seconds East along the North boundaries of Lots 1, 2, 3, 4, 5 and 6 for 320.06 feet to an iron pin set marking the Northeast corner of lot 1 and the West right-of-way of Ross Boulevard as platted in Pine Crest Second Survey; thence continue South 88 degrees 38 minutes 04 seconds East for 37.64 feet to a Chiseled "X" in concrete; thence South 00 degrees 04 minutes 18 seconds West for 141.21 feet to an iron pin set on the North right-of-way of Hardy Street as currently laid, thence North 88 degrees 42 minutes 36 seconds West for 37.64 feet to a "PK" nail set in asphalt on the East boundary of Lot 1, thence North 00 degrees 04 minutes 18 seconds East for 141.26 feet back to the Point of Beginning. Said parcel contains 0.12 acres more or less.

Aerial Site Map



Location Map

Borrower	CLIENT: CITY OF HATTIESBURG			
Property Address	3319 HARDY ST			
City	HATTIESBURG	County	FORREST	State MS Zip Code 39401
Lender/Client	CITY OF HATTIESBURG			



Subject Photo Page

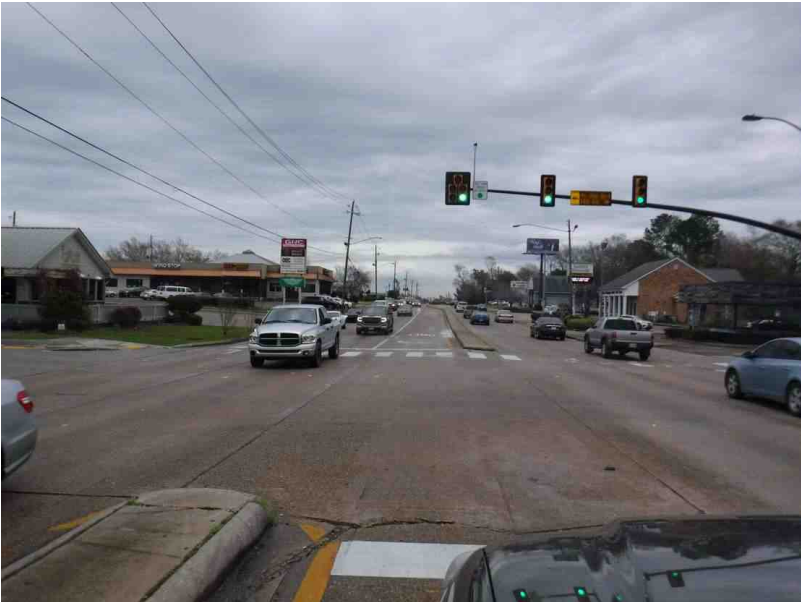
Borrower	CLIENT: CITY OF HATTIESBURG				
Property Address	3319 HARDY ST				
City	HATTIESBURG	County	FORREST	State	MS Zip Code 39401
Lender/Client	CITY OF HATTIESBURG				



View of Site Looking South
3319 HARDY ST



View of Site Looking North



View of Hardy Street

APPRAISER RESUME

PERSONAL DATA			
Name: MICHAEL A. HUTCHINSON		Phone Number: 601-520-9390	
Company Name: SOUTHERN MISSISSIPPI APPRAISAL GROUP		Fax Number: N/A	
Address: 605 ADELINE STREET		Certifications: SENIOR RESIDENTIAL APPRAISER, (SRA)	
HATTIESBURG, MS 39401		APPRAISAL INSTITUTE	
		CERTIFIED RESIDENTIAL APPRAISAL, RA-111, MISSISSIPPI	
PROFESSIONAL MEMBERSHIPS			
SENIOR RESIDENTIAL APPRAISER, APPRAISAL INSTITUTE			
MISSISSIPPI ASSESSMENT EVALUATOR, STATE OF MISSISSIPPI			
EDUCATION			
Name of Institution (HS, College, University, etc.)		Dates Attended	Type of Degree or Certificate
HAZLEHURST HIGH SCHOOL		1974-1976	HIGH SCHOOL DIPLOMA
COPIAH-LINCOLN JR. COLLEGE		1976-1978	ASSOCIATES OF ARTS
UNIVERSITY OF SOUTHERN MISSISSIPPI		1978-1983	BACHELOR OF SCIENCE
Professional/Technical Courses (Appraisal Related)		Date Completed	Sponsoring Organization
COURSE 101		1999	SOCIETY OF REAL ESTATE APPRAISERS
COURSE 102		1999	SOCIETY OF REAL ESTATE APPRAISERS
NARRATIVE DEMONSTRATION APPRAISAL REPORT		1990	SOCIETY OF REAL ESTATE APPRAISERS
PROFESSIONAL APPRAISAL PRACTICE		1990	SOCIETY OF REAL ESTATE APPRAISERS
SENIOR RESIDENTIAL APPRAISER DESIGNATION		1990	SOCIETY OF REAL ESTATE APPRAISERS/APPR. INSTITUTE
CERTIFIED RESIDENTIAL APPRAISER, RA-111		1991	MISSISSIPPI REAL ESTATE LICENSE & CERTIFICATION BRD
Seminars, Conferences, Clinics Attended		Date Completed	Sponsoring Organization
COMPLEX LITIGATION APPRAISAL STUDIES		2014	APPRAISAL INSTITUTE
7-HOUR NATIONAL USPAP UPDATE COURSE		2014	APPRAISAL INSTITUTE
EVALUATING RESIDENTIAL CONSTRUCTION		2013	APPRAISAL INSTITUTE
UNIFORM APPRAISAL DATASET/FANNIE MAE/FREDDIE MAC		2011	APPRAISAL INSTITUTE
BUSINESS PRACTICES AND ETHICS		2010	APPRAISAL INSTITUTE
ANALYZING THE EFFECTS OF ENVIRONMENTAL CONTAM.		2010	APPRAISAL INSTITUTE
EMPLOYMENT HISTORY			
Employer's Name and Address		Business Title	Dates of Employment
STAN LIGHTSEY APPRAISAL SERVICES		ASSOCIATE APPRAISER	1985-1986
COLLINS, LIGHTSEY AND ASSOCIATES		ASSOCIATE APPRAISER	1986-1988
PIERCE AND HUTCHINSON APPRAISAL GROUP		APPRAISER/PARTNER	1988-1989
SOUTHERN MISSISSIPPI APPRAISAL GROUP		APPRAISER/PRESIDENT	1990-PRESENT
EXPERIENCE SUMMARY			
OUR FIRM HAS EXPERIENCE IN APPRAISING SINGLE-FAMILY AND MULTI-FAMILY PROPERTIES FOR MORTGAGE, MARKETING AND FORECLOSURE PURPOSES. SINGLE-FAMILY AND VACANT LAND PROPERTIES FOR MARKETING, MORTGAGE, RELOCATION, FORECLOSURE, AND ESTATE PURPOSES. WE HAVE BEEN ON THE HUD APPROVED PANEL SINCE THE MID 1990'S AND OUR FIRM HAS ALSO COMPLETED DESK AND FIELD REVIEWS FOR QUALITY ASSURANCE AND INVESTIGATIVE PURPOSES. ANOTHER SEGMENT OF OUR FIRM WORKS WITH TAX ASSESSOR'S IN A CONSULTING CAPACITY TO CREATE COST INDEX AND SMALL/LARGE TRACT LAND STUDIES TO AID IN THE EQUALIZATION OF PROPERTY VALUES WITHIN VARIOUS COUNTIES IN SOUTH MISSISSIPPI. OUR FIRM ALSO WORKS IN THE LEGAL/COURT AREA TO CREATE APPRAISALS ON SINGLE-FAMILY AND VACANT LAND PROPERTIES FOR THE PURPOSE OF EQUITY DISTRIBUTION AND ESTATE PLANNING.			
APPRAISAL COVERAGE AREAS		MARKET AND COST DATA SOURCES	
FORREST, LAMAR, PEARL RIVER, MARION, JEFFERSON DAVIS, JONES, COVINGTON, WAYNE, PERRY, AND STONE COUNTIES		LAUREL MULTIPLE LISTING SERVICE HATTIESBURG MULTIPLE LISTING SERVICE PEARL RIVER COUNTY MULTIPLE LISTING SERVICE	
REFERENCES			
JULIE FRAZIER/APPRAISAL REVIEWER THE FIRST, NA 5299 OLD HIGHWAY 11 HATTIESBURG, MS 39402		SCOTT J. SCHWARTZ, ATTORNEY AT LAW 711 HARDY STREET HATTIESBURG, MS 39401	
DEBBIE MORAN, APPRAISAL REVIEWER HANCOCK BANK 2510 14TH STREET GULFPORT, MS 39501		J. ED MORGAN COMMISSIONER OF REVENUE; MISSISSIPPI STATE TAX COMMISSION 1577 SPRINGRIDGE ROAD RAYMOND, MS 39154	
DEBBIE RICHARDS, TAX ASSESSOR WAYNE COUNTY COURTHOUSE WAYNESBORO, MS 39367		ANDY BLAKE U.S. DEPARTMENT OF HOUSING 100 WEST CAPITOL STREET JACKSON, MS 39269	
SIGNATURE OF APPRAISER: _____ DATE: _____			

Copy of License

State of Mississippi	
MISSISSIPPI REAL ESTATE APPRAISER LICENSING AND	
CERTIFICATION BOARD	
LICENSE # : RA-111	STATUS: ACTIVE
MICHAEL A HUTCHINSON	
HAS BEEN GRANTED A LICENSE AS A	
STATE CERTIFIED RESIDENTIAL APPRAISER	
Effective Date: 08/01/2019	Expiration Date: 07/31/2021
	
SIGNATURE OF LICENSEE	
Robert E. Praytor, Administrator	

INVOICE**FROM:**

James K. Cox, Jr.
P.O. Box 15566
Hattiesburg, MS 39404

Telephone Number: (601) 264-3818

Fax Number:

INVOICE NUMBER

12471LAN

DATE

07/01/2020

REFERENCE

Internal Order #:

Lender Case #:

Client File #:

Main File # on form: 12471LAN

Other File # on form: Trustcare

Federal Tax ID:

Employer ID:

TO:

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Telephone Number: 601-545-4503

Fax Number:

Alternate Number:

E-Mail: annjones@hattiesburgms.com

DESCRIPTION

Lender: City of Hattiesburg

Client: City of Hattiesburg

Purchaser/Borrower: NA

Property Address: 3319 Hardy St

City: Hattiesburg

County: Forrest

State: MS

Zip: 39401

Legal Description: Part of Lot 6, Block 26, Pine Crest Subdivision, Forrest Co, MS

FEES**AMOUNT**

3319 Hardy St. (Ross Blvd @ Hardy St.), Hattiesburg, MS
Appraisal of vacant land situated at above location.

500.00

SUBTOTAL

500.00

PAYMENTS**AMOUNT**

Check #: Date: Description:

Check #: Date: Description:

Check #: Date: Description:

SUBTOTAL

TOTAL DUE

\$

500.00

LAND APPRAISAL REPORT

The purpose of this summary appraisal report is to provide the lender/client with an accurate and adequately supported opinion of the market value of the subject property.

CLIENT AND PROPERTY IDENTIFICATION

Property Address: 3319 Hardy St City: Hattiesburg State: MS ZIP: 39401
Borrower: NA Owner of Public Record: City of Hattiesburg County: Forrest
Legal Description: See Attached Survey
Assessor's Parcel #: 2-0281-07-217.00 Tax Year: 2019 R.E. Taxes:
Neighborhood Name: Hattiesburg Map Reference: 25620 Census Tract: 0009.00
Special Assessments: PUD ☐ Yes ☐ No HOA: \$ ☐ Per Year ☐ Per Month
Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Other (describe)
Assignment Type: ☐ Purchase Transaction ☐ Refinance Transaction ☒ Other (describe) Help establish possible sale price
Lender/Client: City of Hattiesburg Address: P.O. Box 1898, Hattiesburg, MS 39403

CONTRACT ANALYSIS

I ☐ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price \$: NA Date of Contract: NA Is the property seller the owner of public record? ☐ Yes ☐ No Data Sources
Is there any financial assistance (loan charges, sale concessions, gift or down payment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☐ No
If Yes, report the total dollar amount and describe the items to be paid. \$

NEIGHBORHOOD DESCRIPTION

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing			Present Land Use %	
Location	☒ Urban	☐ Suburban	☐ Rural	Property Values	☐ Increasing	☒ Stable	☐ Declining	PRICE	AGE	One-Unit	35 %	
Built-Up	☒ Over 75%	☐ 25-75%	☐ Under 25%	Demand/Supply	☐ Shortage	☒ In Balance	☐ Over Supply	\$ (000)	(yrs)	2-4 Unit	5 %	
Growth	☐ Rapid	☒ Stable	☐ Slow	Marketing Time	☐ Under 3 mths	☒ 3-6 mths	☐ Over 6 mths	15	Low	15	Multi-Family	5 %
Neighborhood Boundaries: HWY 49 - East, Hardy St - North, I-59 - West, and Richburg Rd running east-west (South).								175	High	100	Commercial	50 %
								90	Pred.	65	Vacant	5 %

	Good	Average	Fair	Poor		Good	Average	Fair	Poor
Convenience to Employment	☐	☒	☐	☐	Property Compatibility	☐	☒	☐	☐
Convenience to Shopping	☐	☒	☐	☐	General Appearance of Properties	☐	☒	☐	☐
Convenience to Primary Education	☐	☒	☐	☐	Adequacy of Police/Fire Protection	☐	☒	☐	☐
Convenience to Recreational Facilities	☐	☒	☐	☐	Protection from Detrimental Conditions	☐	☒	☐	☐
Employment Stability	☐	☒	☐	☐	Overall Appeal to Market	☐	☒	☐	☐

Neighborhood Description: Subject site is situated in west central part of Hattiesburg commonly referred to as "Mid-Town". Uses include professional offices, banking, retail shopping centers, and multi-family apartment complexes, etc. Hardy Street is one of the main east-west corridors for the City of Hattiesburg. The subject is located between U.S. HWY 49 and Interstate HWY 59, both major traffic arteries for both the souther part of the state of Mississippi but also the southeastern region of the country. Subject is also in very close proximity to the main campus of the University of Southern Mississippi. All of these factors contribute to a desirable commercial location.

Market Conditions (including support for the above conclusions): Market conditions for the subject area and Hattiesburg, MS overall appears to be relatively stable with a strong residential market and stable commercial market at the time of this report. No adverse conditions were noted.

SITE DESCRIPTION

Dimensions: See attached tax plat Area: ☐ Acres ☒ Sq.Ft. Shape: See Map View: Average
Zoning Classification: B-3, Commercial Zoning Description: Community Business District
Zoning Compliance: ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)
Uses permitted under current zoning regulations: Commercial Business Improvements
Highest & Best Use: Development as commercial or professional
Describe any improvements: No improvements vacant land
Do present improvements conform to zoning? ☐ Yes ☐ No ☒ No improvements If No, explain:

Present use of subject site: Vacant land Current or proposed ground rent? ☐ Yes ☒ No If Yes, \$
Topography: Level Size: 5,227 SF - see attached survey Drainage: Adequate
Corner Lot: ☐ Yes ☒ No Underground Utilities: ☒ Yes ☐ No Fenced: ☐ Yes ☒ No If Yes, type:
Special Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone: X FEMA Map #: 28035C0104D FEMA Map Date: 03/02/2010

Utilities	Public	Other	Provider or Description	Off-site Improvements	Type/Description	Public	Other
Electricity	☒	☐		Street Surface	Asphalt	☒	☐
Gas	☒	☐		Street Type/Influence	Public/Commercial		
Water	☒	☐		Curb/Gutter	Concrete	☒	☐
Sanitary Sewer	☒	☐		Sidewalk	Concrete	☒	☐
Other	☐	☐		Street Lights (type)	Poles	☒	☐
Other	☐	☐		Alley	No	☐	☐

Are the utilities and off-site improvements typical for the market? ☒ Yes ☐ No If No, describe:
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe:
No adverse easements or encroachments were apparent upon physical observation of the property or on the attached survey. The subject's size is small with limited utility other than to assemble it with adjoining property resulting in an adequate sized parcel for development.

Site Comments: Per FEMA Map #28035C0104D, dated 03/02/2010 the subject site is not located within a FEMA Identified Flood Hazard Area.

File No.: 12471LAN
Loan No.: 12471LAN

LAND APPRAISAL REPORT

There are 28 comparable sites currently offered for sale in the subject neighborhood ranging in price from \$ 10,000 to \$ 500,000
There were 3 comparable sites sold in the past 12 months in the subject neighborhood ranging in sale price from \$ 10,000 to \$ 500,000

COMPARABLE SALES

FEATURE	SUBJECT	COMPARABLE # 1		COMPARABLE # 2		COMPARABLE # 3	
Address	3319 Hardy St	S 31st & Chevy Chase		S 31st & Chevy Chase		Thornhill Dr	
City/St/Zip	Hattiesburg, MS 39401	Hattiesburg, MS 39401		Hattiesburg, MS 39401		Hattiesburg, MS 39401	
Proximity to Subject		0.35 miles SE		0.36 miles SE		0.76 miles NW	
Data Sources	Field Notes	Hub Dev to 31st Ave Retail		Hub Dev to Midtown Investments		Citizens National Bank to	
Verification Sources		Appraisal Files		Appraisal Files		Parth, LLC (L & S)	
Sale Price	\$ NA		\$ 448,074		\$ 482,500		\$ 450,000
Price/ Sq.Ft.	\$	\$ 8.31		\$ 14.05		\$ 8.57	
Date of Sale (MO/DA/YR)	NA	02/03/2017		10/17/2018		10/05/2017	
Days on Market		NA		NA		NA	
Financing Type	NA	CASH to seller		CASH to seller		Conventional	
Concessions		None Noted		None Noted		None Noted	
Location	Urban	Urban		Urban		Urban	
Property Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site Size (in Sq.Ft.)	5,227 SF	53,950 SF -404,888		34,332 SF -408,925		52,500 SF -405,130	
View	Good/Hardy St	Good/Mid Town 0		Good/Mid Town		Good	
Topography	Level	Level		Level		Level	
Available Utilities	All Public Utilities	All Public Utilities		All Public Utilities		All Public Utilities	
Street Frontage	Limited Size Front	Good -4,300		Good -7,300		Good -4,500	
Street Type	Public/Commercial	Public/Commercial		Public/Commercial		Public/Commercial	
Water Influence	Neutral	Neutral		Neutral		Neutral	
Fencing	None	None		None Noted		None Noted	
Improvements	None	None		None		None	
Part Legal Description	See Attached	Pt of S-7, T-4N, R-		Pt of Lots12-16,Blk		Pt of S-12, T-4N,	
Part Legal Description.	Survey	13W, Forrest Co.		6, Monte Vista Ter		R-13W, Lamar Co	
Net Adjustment (Total, in \$)		☐ + ☒ -	\$ -409,188	☐ + ☒ -	\$ -416,225	☐ + ☒ -	\$ -409,630
Adjusted sales price of the Comparable Sales (in \$)		Net Adj. 91.3 %		Net Adj. 86.3 %		Net Adj. 91.0 %	
		Gross Adj. 91.3%	\$ 38,886	Gross Adj. 86.3%	\$ 66,275	Gross Adj. 91.0%	\$ 40,370

The Appraiser has researched the transfer history of the subject property for the past 3 years and the listing history of the subject for the past 12 months prior to the effective date of this appraisal. The appraiser has also researched the transfer and listing history of the comparable sales for the past 12 months.

The appraiser's research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of the appraisal.

Data Sources: Field notes, owner (estate) data, and MLS data.

The appraiser's research ☐ did ☒ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Sources: MLS and Listing Broker Data.

The appraiser's research ☐ did ☒ did not reveal any prior listings of the subject property or comparable sales for the year prior to the effective date of the appraisal.

Data Sources: MLS and Estate Data

Listing/Transfer History (if more than two, use comments section or an addendum.)	Transfer/Sale (ONLY) of the Subject in past 36 months:		Listing and Transfer history of Comp 1 in past 12 months:		Listing and Transfer history of Comp 2 in past 12 months:		Listing and Transfer history of Comp 3 in past 12 months:	
	\$		\$		\$		\$	
	\$		\$		\$		\$	

Subject property is currently listed for sale? ☐ Yes ☒ No Data Source: HAAR MLS Data

Current Listing History	List Date	List Price	Days on Market	Data Source
		\$		

Subject property has been listed within the last 12 months? ☐ Yes ☒ No Data Source: HAAR MLS Data

12 Month Listing History	List Date	List Price	Days on Market	Data Source
		\$		
		\$		

Comments on Prior Sales/Transfers and Current and Prior Listings: Per data from the client the subject had not been sold within the previous three (3) years of the date of valuation. It was not listed for sale as of the date of valuation (07/01/2020), nor had it been listed within the previous year of the date of valuation. None of the comparable sales were noted to have had a prior sale take place within the previous year of their most recent sale dates.

Summary of the Sales Comparison Approach: All of the vacant land sales are of parcels of land in close proximity to the subject. As noted the subject is a parcel of land that the client, City of Hattiesburg, MS, owns. It is a remnant of land that resulted after relocation of Ross Blvd. Adjustments were made for differences in (1) size and (2) street frontage. Indicated values ranged from \$38,900 to \$66,300 (rounded) or approximately \$7.44 to to \$12.68 per square foot for the subject property. A final or indicated value of \$40,000 (\$7.65 per sq ft) was concluded as the subject's current market value.

Reconciliation Comments: Consideration of all approaches to value was made in the determination of the subject's value. Since the site is being valued as vacant land the Cost Approach is not appropriate to develop and the Income Approach is not typically used on vacant land due to limited land rental data. The appraiser relied primarily on the Market Data or Sales Comparison Approach to Value for the subject site.

This appraisal is made ☒ "as is", or ☐ subject to the following conditions or inspections: The subject property is being appraised in its "as is" condition which is vacant commercial land.

Based on a complete visual inspection of the subject site and those improvements upon said site, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of market value, as defined, of the real property that is the subject of this report is:
Opinion of Market Value: \$ 40,000 , as of: July 01, 2020 , which is the date of inspection and the effective date of this appraisal.

File No.: 12471LAN
Loan No.: 12471LAN

LAND APPRAISAL REPORT

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s): ☐ Detached: ☐ Attached:
Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.
Legal Name of Project: _____
Total number of phases: _____ Total number of units: _____ Total number of units sold: _____
Total number of units rented: _____ Total number of units for sale: _____ Data sources: _____
Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion: _____
Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source: _____
Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion: _____

Describe common elements and recreational facilities: _____

CERTIFICATIONS AND LIMITING CONDITIONS

This report form is designed to report an appraisal of a parcel of land which may have some minor improvements but is not considered to be an "improved site". All improvements are considered to be of relatively minor value impact on the overall value of the site. This report form is not designed to report on an "improved site" where significant value is derived from the improvements. This appraisal report form may be used for single family, multi-family sites and may be included within a PUD development.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject site and any limited improvements, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this report is the lender/client identified within the appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they consider their own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: OCC, OTS, FRS, & FDIC joint regulations published June 7, 1994)

*Adjustments to the comparables must be made for special or creative concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect the subject property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the subject property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties express or implied. The appraiser will not be responsible for any such conditions that do exist or for the engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal must not be considered as an environmental assessment of the property.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject site and any limited improvements. I have reported the information in factual and specific terms. I identified and reported the deficiencies of the subject site that could affect the utility of the site and its usefulness as a building lot(s).
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of the Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them unless indicated elsewhere within this report as there are no or very limited improvements and these approaches to value are not deemed necessary for credible results and/or reliable indicators of value for this appraisal assignment.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of the sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining multiple transactions into one reported sale.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I have verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

LAND APPRAISAL REPORT

CERTIFICATIONS AND LIMITING CONDITIONS (continued)

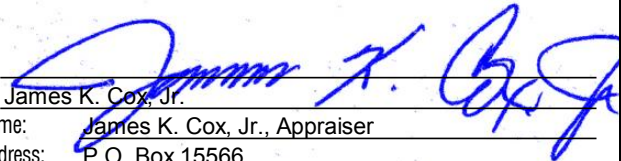
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.
25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SIGNATURES

APPRAISER

Signature: 
Name: James K. Cox, Jr.
Company Name: James K. Cox, Jr., Appraiser
Company Address: P.O. Box 15566
Hattiesburg, MS 39404
Telephone Number: 601-264-3818
Email Address: jamcoxr@bellsouth.net
Date of Signature and Report: July 03, 2020
Effective Date of Appraisal: July 01, 2020
State Certification #: GA #331
or State License #: _____
or Other (describe): _____ State #: _____
State: MS
Expiration Date of Certification or License: 06/30/2021
ADDRESS OF PROPERTY APPRAISED
3319 Hardy St
Hattiesburg, MS 39401
APPRAISED VALUE OF SUBJECT PROPERTY \$ 40,000
LENDER/CLIENT
Name: NO AMC
Company Name: City of Hattiesburg
Company Address: P.O. Box 1898
Hattiesburg, MS 39403
Email Address: annjones@hattiesburgms.com

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature: _____
Name: _____
Company Name: _____
Company Address: _____
Telephone Number: _____
Email Address: _____
Date of Signature: _____
State Certification #: _____
or State License #: _____
State: _____
Expiration Date of Certification or License: _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
☐ Did inspect exterior of subject property from at least the street
Date of Inspection: _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection: _____

Survey & Legal Description

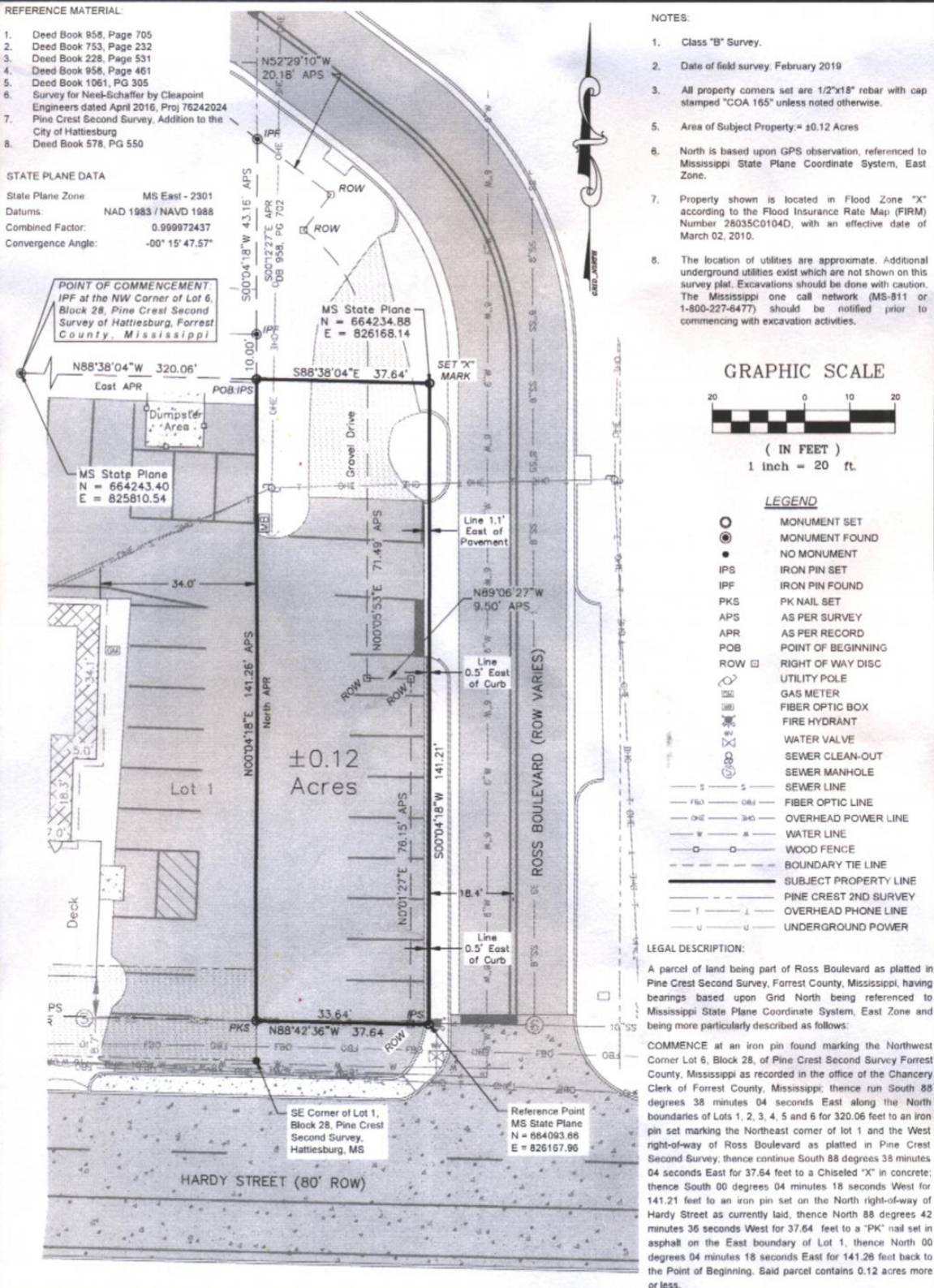
REFERENCE MATERIAL:

1. Deed Book 958, Page 705
2. Deed Book 753, Page 232
3. Deed Book 228, Page 531
4. Deed Book 958, Page 461
5. Deed Book 1061, PG 305
6. Survey for Nesh-Schaffer by Clearpoint Engineers dated April 2016, Proj 76242024
7. Pine Crest Second Survey, Addition to the City of Hattiesburg
8. Deed Book 578, PG 550

STATE PLANE DATA

State Plane Zone: MS East - 2301
 Datums: NAD 1983 / NAVD 1988
 Combined Factor: 0.999972437
 Convergence Angle: -00° 15' 47.57"

POINT OF COMMENCEMENT:
 IPF at the NW Corner of Lot 6,
 Block 28, Pine Crest Second
 Survey of Hattiesburg, Forrest
 County, Mississippi



Clearpoint
 CONSULTING ENGINEERS, P.A.

6657 US Highway 98 | Hattiesburg, MS 39402
 1 801 261 2609 | 1 601 261 5573 | clearpointengineers.com

SURVEY FOR
 Keriath Corporation
 PART OF PINE CREST
 SECOND SURVEY
 CITY OF HATTIESBURG, MISSISSIPPI

SCALE: 1" = 20'

DATE OF SURVEY: NOVEMBER, 2019

CLASS OF SURVEY: "B"

BEARINGS DETERMINED BY: GPS - GRID_MS EAST ZONE

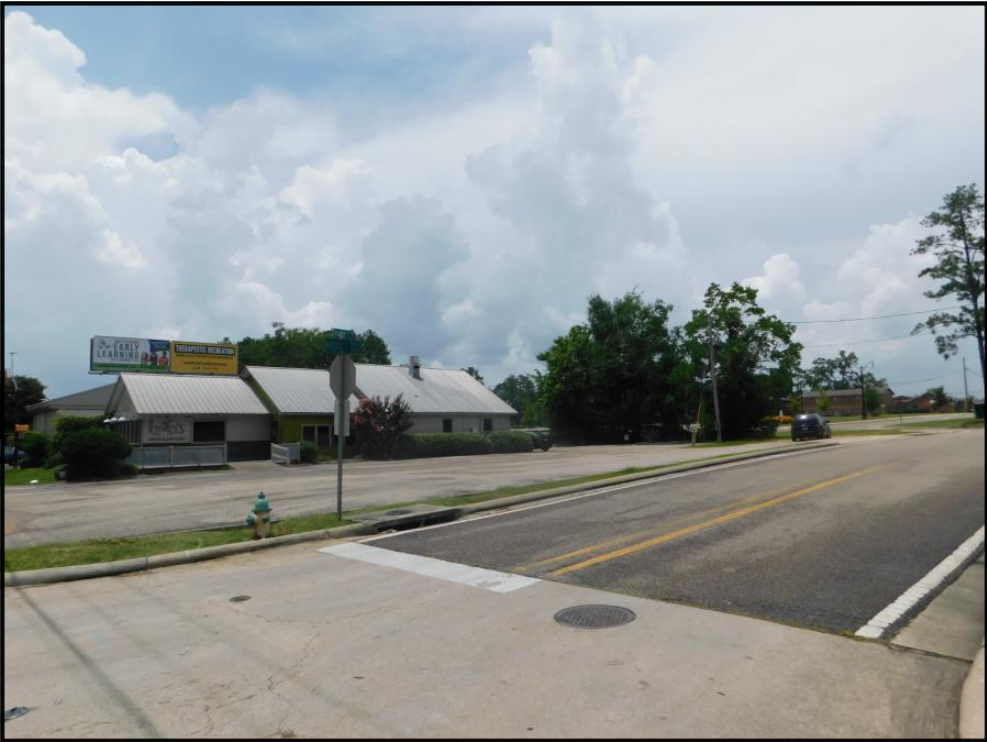
SURVEYED BY: R. AULTMAN

DRAWN BY: J. SMITH

DRAFT

Subject Photo Page

Borrower/Client	NA				
Property Address	3319 Hardy St				
City	Hattiesburg	County	Forrest	State	MS Zip Code 39401
Lender	City of Hattiesburg				



Subject Front

3319 Hardy St
Sales Price NA
GLA
Total Rooms
Total Bedrms
Total Bathrms
Location Urban
View Good/Hardy St
Site 5,227 SF
Quality
Age



Subject Rear



Subject Street

Subject Photo Page

Borrower/Client	NA				
Property Address	3319 Hardy St				
City	Hattiesburg	County	Forrest	State	MS Zip Code 39401
Lender	City of Hattiesburg				



Subject Front

3319 Hardy St
Sales Price NA
G.L.A.
Tot. Rooms
Tot. Bedrms.
Tot. Bathrms.
Location Urban
View Good/Hardy St
Site 5,227 SF
Quality
Age



View Along Ross Blvd



Subject Street

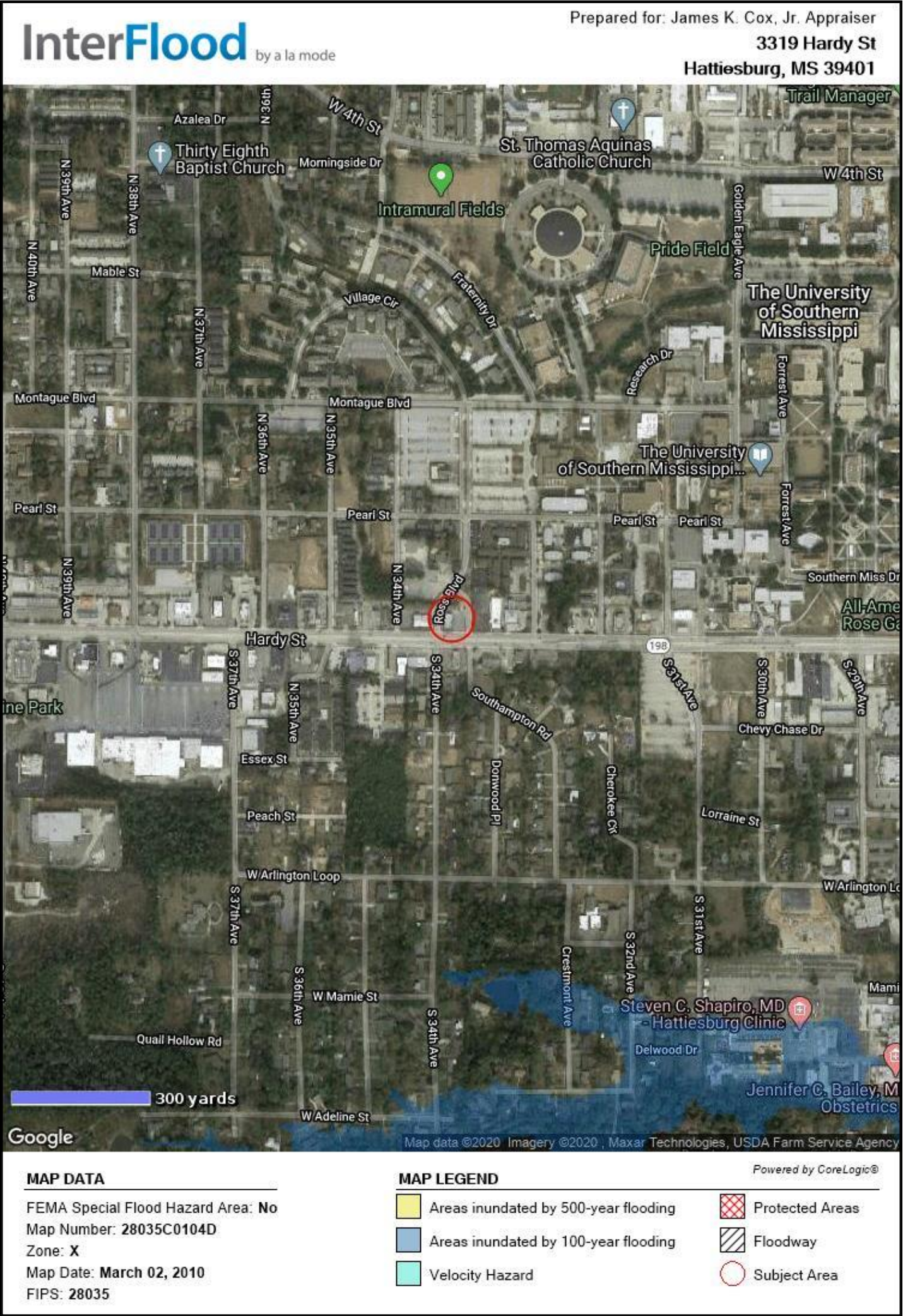
Location Map

Borrower/Client	NA				
Property Address	3319 Hardy St				
City	Hattiesburg	County	Forrest	State	MS Zip Code 39401
Lender	City of Hattiesburg				



Flood Map

Borrower/Client	NA			
Property Address	3319 Hardy St			
City	Hattiesburg	County	Forrest	State MS Zip Code 39401
Lender	City of Hattiesburg			



Borrower/Client	NA	File No. 12471LAN		
Property Address	3319 Hardy St			
City	Hattiesburg	County	Forrest	State MS Zip Code 39401
Lender	City of Hattiesburg			

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- ☒ **Appraisal Report** (A written report prepared under Standards Rule 2-2(a) , pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☐ **Restricted Appraisal Report** (A written report prepared under Standards Rule 2-2(b) , pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

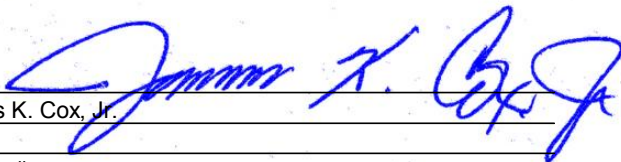
Reasonable Exposure Time (USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)
My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 150 to 180 days.

Comments on Appraisal and Report Identification
Note any USPAP-related issues requiring disclosure and any state mandated requirements:

COVID-19 Limiting Language
The global outbreak of a "novel coronavirus" known as COVID-19 was officially declared a pandemic by the World Health Organization (WHO). The reader is cautioned, and reminded that the conclusions presented in this appraisal report apply only as of the effective date(s) indicated. The appraiser makes no representation as to the effect on the subject property of any unforeseen event, subsequent to the effective date of the appraisal.

HIGHEST & BEST USE STATEMENT: The legally permissible use of the subject site is for Commercial. The zoning complies with the surrounding properties with no zoning changes anticipated. Highest and best use as "VACANT" is for Commercial. The subject is currently VACANT and is being appraised in its "as is" condition which is vacant. Since it is not improved at this time but if it were improved as Commercial it would be its "highest & best" use based on surrounding factors.

APPRAISER:

Signature: 
Name: James K. Cox, Jr.
State Certification #: GA #331
or State License #:
State: MS Expiration Date of Certification or License: 06/30/2021
Date of Signature and Report: July 03, 2020
Effective Date of Appraisal: July 01, 2020
Inspection of Subject: ☐ None ☒ Interior and Exterior ☐ Exterior-Only
Date of Inspection (if applicable): July 01, 2020

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____
Name: _____
State Certification #: _____
or State License #: _____
State: _____ Expiration Date of Certification or License: _____
Date of Signature: _____
Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only
Date of Inspection (if applicable): _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, September 8, 2020

Re: Adopt a Resolution declaring surplus a certain parcel of city-owned real estate at the corner of East 4th Street and Nora Street and authorize disposition by auction via GovDeals - tabled at the June 2nd meeting.
File Number: 2020-362
Minute Book #MB 2020-125 / Tabled

Summary

Adopt a Resolution declaring surplus a certain parcel of city-owned real estate at the corner of East 4th Street and Nora Street and authorize disposition by auction via GovDeals.

Recommendation Statement

I recommend adoption of resolution to surplus.

Please place this on the September 8, 2020 City Council meeting for consideration.

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines the parcel at the corner of East 4th Street and Nora Street, better identified by PPIN 22901 and county parcel number 2-029J-10-073.00, is no longer needed for municipal or related purposes and is not to be used in the future operation of the City; and

WHEREAS, the governing authorities of the City of Hattiesburg are authorized and empowered in their discretion to convey said property in accordance with appropriate Miss Code statutes; and

WHEREAS, the governing authorities of the City of Hattiesburg desire to dispose of said property with no residual value at the solid waste landfill and dispose at auction any property having a residual value;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Hattiesburg City Council does hereby declare surplus the aforementioned property and authorizes sale of the same.

The foregoing resolution 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 Resolution adopted, on this 2nd day of June, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, on this 2nd day of June, 2020.

ATTEST:

ADOPTED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, September 8, 2020

Re: Adopt a Resolution authorizing Requisition No. 71 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.
File Number: 2020-628
Minute Book #

Summary

Adopt a Resolution authorizing Requisition No. 71 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Recommendation Statement

I recommend approval of this item.

Please place this on the September 8, 2020 City Council meeting for consideration.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 71 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **71** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$203,760.56** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. **71** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Two Hundred Three Thousand Seven Hundred Sixty and 56/100 dollars (\$203,760.56)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 3. The Mayor and City Clerk are hereby authorized and directed for and on behalf of the City to take any and all action as may be required by the City to carry out and give effect to the aforesaid documents authorized pursuant to this Resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Resolution in order to evidence the authority.

ABSENT:

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 **8th** day of **September, 2020**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **8th** day of **September, 2020**.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: \$25,000,000.00 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Series 2016 Bonds") secured by \$25,000,000.00 Taxable Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated August 18, 2016 (the "Series 2016 Note").

**TO: Regions Bank
400 West Capitol, 7th Floor
Little Rock, AR 72201
ATTN: Corporate Trust Department**

REQUISITION NO.: 71

DATE OF REQUISITION: 9/8/2020

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Wildstone Construction Services, LLC P O Box 1122 Madison, MS 39130	093695.7220.69	24,024.47	Pay Est. No. 6 & Final	Camp Street Improvements Period: Through 08/17/2020 MB 2019-227
2	Suncoast Infrastructure Inc. P O Box 397 1858 Hwy 49 South Florence, MS 39073	093695.7220.75	45,634.00	Pay Est No. 11	CIPP Project Period: 03/23/19 - 06/28/20 MB 2019-20
3	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7220.70	103,144.59	Pay Est No. 19	Sewer Improvements Ph VIII - Camp St. Area Period: 02/01/20 - 08/20/20 MB 2011-4/89-110
4	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.75	6,672.50	21597	CIPP Project Period: 07/26/20 - 08/22/20 MB 2011-4/89-110 SDW #11256
5	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.74	18,972.50	21602	Sewer Improvements Ph XII Period: 07/26/20 - 08/22/20 MB 2011-4/89-110 SDW #1273-S012

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
6	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.70	3,080.00	21621	Sewer Improvements Ph VIII - Camp St. Area Period: 07/26/20 - 08/22/20 MB 2011-4/89-110 SDW #1273-S010
7	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.13	2,232.50	21632	Katie Ave & Arledge St Infrastructure Period: 07/26/20 - 08/22/20 MB 2018-25 SDW #11258
			203,760.56		

August 26, 2020
N-S Project No. 15481.000

Wildstone Construction

Lamar Rutland, P.E.
Director of Engineering
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

REFERENCE: CONTRACTORS FINAL ESTIMATE
CITY OF HATTIESBURG
CAMP STREET IMPROVEMENTS – 25TH AVENUE TO 19TH AVENUE

Dear Mr. Rutland:

Enclosed are three (3) originals of the Contractor's Final Estimate along with Final Close-Out Documents for the referenced project. I have reviewed the Contractor's Final Estimate and find the pay application to be in order. I, therefore, recommend payment to the contractor Wildstone Construction Services, in the amount of \$24,024.47 for work completed.

Please call me at 545-1565 if you have any questions or need additional information.

Sincerely,

NEEL-SCHAFFER, INC.


Geoffrey Crosby, P.E.
Senior Project Manager

Enclosures

RECEIVED
8/26/20

093695.7220.69
MB 2019-227

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

PROJECT:

Camp Street Improvements
25th Avenue to 19th Avenue

FROM CONTRACTOR:

Wildstone Construction Services, LLC
PO Box 1122
Madison, MS 39130

VIA ENGINEER:

Neel-Schaffer, Inc.
704 Hardy Street
Hattiesburg, MS 39401

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

- ORIGINAL CONTRACT SUM \$ 341,006.50
- Net change by Change Orders \$ \$31,880.00
- CONTRACT SUM TO DATE (Line 1 + 2) \$ 372,886.50
- TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ \$356,989.49
- RETAINAGE:
 - 5 % of Completed Work (Column D + E on G703) \$0.00
 - 5 % of Stored Material (Column F on G703) \$0.00Total Retainage (Lines 5a + 5b or) \$ -
- TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 356,989.49
- LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ \$332,965.02
- CURRENT PAYMENT DUE \$ 24,024.47
- BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ ~~15,997.07~~

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	-
Total approved this Month	\$31,880.00	-
TOTALS	\$31,880.00	-
NET CHANGES by Change Order	\$31,880.00	

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION AIA ©1992

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

Application for Payment

AIA DOCUMENT G702
APPLICATION NO: 6
DISTRIBUTION TO:

PERIOD TO: 08/17/20
PROJECT NO: X OWNER
CONTRACT DATE: 10/21/19 X ENGINEER
CONTRACTOR

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Emily B. Dot Date: 8-20-2020
State of: Mississippi County of: Madison
Subscribed and sworn to before me this day of August 2020
Notary Public: Rhonda J. Fox
My Commission Expires: August 3, 2024

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 24,024.47

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Jeffrey Cady Date: 08/26/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5792

Fax:

9

A ITEM NO.	B DESCRIPTION OF WORK	C		D		E		F		G		H		I		J		K		L		M		N		O	
		UNITS	QUANTITY VALUE	PRICE	TOTAL CONTRACT AMOUNT	QUANTITY PREVIOUS APP.	TOTAL COMPLETED THIS PERIOD APP.	QUANTITY THIS PERIOD	TOTAL COMPLETED THIS PERIOD	QUANTITY THIS PERIOD	TOTAL COMPLETED THIS PERIOD	MATERIAL STORED THIS PERIOD	TOTAL COMPLETED TO DATE	BALANCE TO FINISH	RETAINAGE												
BASE BID																											
201-B	Clearing and Grubbing	Acre	1	\$31,000.00	\$31,000.00	0.1	\$3,100.00	0	\$0.00	0	\$0.00	\$3,100.00	\$0.00	\$27,900.00	\$0.00	\$155.00											
202-A	Removal of Obstructions	LS	1	\$10,000.00	\$10,000.00	1	\$10,000.00	0	\$0.00	0	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$500.00											
202-B	Removal of Pavement, All Types and Depths	SY	591	\$35.00	\$20,685.00	537.67	\$18,818.45	0	\$0.00	0	\$0.00	\$18,818.45	\$1,866.55	\$940.92	\$1,866.55	\$940.92											
203-B	Excess Excavation, FM	CY	250	\$14.00	\$3,500.00	111.49	\$1,560.86	0	\$0.00	0	\$0.00	\$1,560.86	\$1,939.14	\$78.04	\$1,939.14	\$78.04											
203-EX	Borrow Excavation, AH, FME, Class B7-6	CY	100	\$30.00	\$3,000.00	71.14	\$2,134.20	0	\$0.00	0	\$0.00	\$2,134.20	\$865.80	\$106.71	\$865.80	\$106.71											
203-I	Site Grading	SY	170	\$27.00	\$4,590.00	170	\$4,590.00	0	\$0.00	0	\$0.00	\$4,590.00	\$0.00	\$229.50	\$0.00	\$229.50											
211-B	Topsoil for Slope Treatment, Contractor Furnished	CY	25	\$35.00	\$875.00	25	\$875.00	0	\$0.00	0	\$0.00	\$875.00	\$0.00	\$0.00	\$0.00	\$43.75											
211-D	Topsoil for Plant Pits, Contractor Furnished	CY	90	\$40.00	\$3,600.00	90	\$3,600.00	0	\$0.00	0	\$0.00	\$3,600.00	\$0.00	\$0.00	\$0.00	\$180.00											
216-B	Solid Sodding, Centipede	SY	500	\$8.00	\$4,000.00	692.82	\$5,542.56	0	\$0.00	0	\$0.00	\$5,542.56	\$1,542.56	\$277.13	\$1,542.56	\$277.13											
219-A	Watering	KGAL	80	\$20.00	\$1,600.00	8	\$160.00	0	\$0.00	0	\$0.00	\$160.00	\$0.00	\$8.00	\$0.00	\$8.00											
230-A	Shrub Planting, Knockout Rose	EA	31	\$20.00	\$620.00	30	\$600.00	0	\$0.00	0	\$0.00	\$600.00	\$0.00	\$20.00	\$0.00	\$20.00											
230-A	Shrub Planting, Juniper	EA	165	\$20.00	\$3,300.00	165	\$3,300.00	0	\$0.00	0	\$0.00	\$3,300.00	\$0.00	\$165.00	\$0.00	\$165.00											
230-B	Tree Planting, Natchez Grape Myrtle	EA	4	\$150.00	\$600.00	4	\$600.00	0	\$0.00	0	\$0.00	\$600.00	\$0.00	\$0.00	\$0.00	\$30.00											
230-D	Bed Preparation	SF	1000	\$3.00	\$3,000.00	1055.43	\$3,166.29	0	\$0.00	0	\$0.00	\$3,166.29	\$166.29	\$158.31	\$166.29	\$158.31											
230-F	Ground Cover and Shrub Planting, Big Blue Lirope	EA	675	\$12.50	\$8,437.50	675	\$8,437.50	0	\$0.00	0	\$0.00	\$8,437.50	\$0.00	\$0.00	\$0.00	\$421.88											
234-A	Temporary Silt Fence	LF	300	\$5.00	\$1,500.00	100	\$500.00	0	\$0.00	0	\$0.00	\$500.00	\$25.00	\$25.00	\$25.00	\$25.00											
237-A	Wattles, 12"	LF	100	\$8.00	\$800.00	50	\$400.00	0	\$0.00	0	\$0.00	\$400.00	\$20.00	\$20.00	\$20.00	\$20.00											
907-242-PP	Pedestrian Entry Arch, Per Plans	EA	1	\$11,500.00	\$11,500.00	1	\$11,500.00	0	\$0.00	0	\$0.00	\$11,500.00	\$0.00	\$0.00	\$0.00	\$375.00											
246-A	Sandbags	EA	100	\$10.00	\$1,000.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00											
907-258-E	Trash Receptacle, Per Plans	EA	1	\$800.00	\$800.00	1	\$800.00	0	\$0.00	0	\$0.00	\$800.00	\$0.00	\$0.00	\$0.00	\$40.00											
907-258-J	Metal Bench, Per Plans	EA	2	\$1,200.00	\$2,400.00	2	\$2,400.00	0	\$0.00	0	\$0.00	\$2,400.00	\$0.00	\$0.00	\$0.00	\$120.00											
907-258-X	Bike Rack, Per Plans	EA	1	\$1,200.00	\$1,200.00	1	\$1,200.00	0	\$0.00	0	\$0.00	\$1,200.00	\$0.00	\$0.00	\$0.00	\$60.00											
304-H	Size 610 Crushed Stone Base, AEA	CY	155	\$75.00	\$11,625.00	16.41	\$1,230.75	0	\$0.00	0	\$0.00	\$1,230.75	\$10,394.25	\$61.54	\$10,394.25	\$61.54											
601-B	Class "B" Concrete Minor Structures	CY	4	\$700.00	\$2,800.00	2.15	\$1,505.00	9.28572	\$6,500.00	0	\$0.00	\$6,500.00	\$5,205.00	\$400.25	\$5,205.00	\$400.25											
602-A	Reinforcing Steel	LBS	100	\$5.00	\$500.00	143.2	\$716.00	0	\$0.00	0	\$0.00	\$716.00	\$35.80	\$35.80	\$35.80	\$35.80											
603-PE	12" Corrugated Polyethylene Pipe	LF	60	\$100.00	\$6,000.00	24	\$2,400.00	0	\$0.00	0	\$0.00	\$2,400.00	\$3,600.00	\$120.00	\$3,600.00	\$120.00											
608-A	Concrete Sidewalk Without Reinforcement	SY	200	\$59.00	\$11,800.00	295.82	\$17,453.38	0	\$0.00	0	\$0.00	\$17,453.38	\$85,653.38	\$872.67	\$85,653.38	\$872.67											
907-608-E	Asphalt Pavement Texturing	SF	650	\$11.50	\$7,475.00	1047	\$12,040.50	0	\$0.00	0	\$0.00	\$12,040.50	\$4,565.50	\$602.03	\$4,565.50	\$602.03											
609-B	Concrete Header Curb	LF	840	\$25.00	\$21,000.00	782	\$19,550.00	0	\$0.00	0	\$0.00	\$19,550.00	\$1,450.00	\$977.50	\$1,450.00	\$977.50											
609-B	Small Concrete Median Island	LF	0	\$35.00	\$0.00	123	\$4,305.00	0	\$0.00	0	\$0.00	\$4,305.00	\$4,305.00	\$215.25	\$4,305.00	\$215.25											
613-A	Adjustment of Castings, Gratings, and Utility Appurtenances	LS	1	\$4,000.00	\$4,000.00	1	\$4,000.00	0	\$0.00	0	\$0.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$200.00											
618-A	Maintenance of Traffic	LS	1	\$45,000.00	\$45,000.00	1	\$45,000.00	0	\$0.00	0	\$0.00	\$45,000.00	\$0.00	\$0.00	\$0.00	\$2,250.00											
620-A	Mobilization	LS	1	\$30,000.00	\$30,000.00	1	\$30,000.00	0	\$0.00	0	\$0.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$1,500.00											
907-626-G	Thermoplastic Detail Stripe, White 6"	LF	400	\$4.00	\$1,600.00	995	\$3,980.00	0	\$0.00	0	\$0.00	\$3,980.00	\$2,380.00	\$199.00	\$2,380.00	\$199.00											
907-626-G	Thermoplastic Detail Stripe, Yellow	LF	200	\$4.00	\$800.00	780	\$3,120.00	0	\$0.00	0	\$0.00	\$3,120.00	\$2,320.00	\$156.00	\$2,320.00	\$156.00											
907-626-H	Thermoplastic Legend, Bike Lane Symbol	EA	12	\$500.00	\$6,000.00	12	\$6,000.00	0	\$0.00	0	\$0.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$300.00											
907-626-H	Thermoplastic Legend, White	SF	72	\$10.00	\$720.00	72	\$720.00	0	\$0.00	0	\$0.00	\$720.00	\$0.00	\$0.00	\$0.00	\$36.00											
907-626-Z	Thermoplastic Legend, White 6" Equivalent	LF	1000	\$4.00	\$4,000.00	996	\$3,984.00	0	\$0.00	0	\$0.00	\$3,984.00	\$16.00	\$16.00	\$16.00	\$16.00											
630-A	Standard Roadside Signs, Sheet Aluminum, 0.080" Thick	LF	25	\$75.00	\$1,875.00	55	\$4,125.00	0	\$0.00	0	\$0.00	\$4,125.00	\$3,990.00	\$206.25	\$3,990.00	\$206.25											
630-A	Standard Roadside Signs, Sheet Aluminum, 0.125" Thick	LF	114	\$35.00	\$3,990.00	114	\$3,990.00	0	\$0.00	0	\$0.00	\$3,990.00	\$0.00	\$0.00	\$0.00	\$576.00											
630-C	Steel U-Section Posts, 3.0 To 3.5 LB/FT	EA	336	\$24.00	\$8,064.00	360	\$8,640.00	0	\$0.00	0	\$0.00	\$8,640.00	\$0.00	\$0.00	\$0.00	\$432.00											
699-A	Roadway Construction Staking	EA	1	\$5,000.00	\$5,000.00	1	\$5,000.00	0	\$0.00	0	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$250.00											
202-C	Removal and Replacement of Concrete Curb and Gutter	LF	32	\$90.00	\$2,880.00	112	\$10,080.00	0	\$0.00	0	\$0.00	\$10,080.00	\$7,200.00	\$504.00	\$7,200.00	\$504.00											
609-B	Small Concrete Median Island w/Brick Paver	LF	1450	\$55.00	\$79,750.00	1443	\$79,365.00	0	\$0.00	0	\$0.00	\$79,365.00	\$385.00	\$385.00	\$385.00	\$385.00											
BASE BID TOTAL					\$372,886.50		\$350,489.49		\$6,500.00		\$0.00	\$356,989.49	\$15,897.01	\$17,849.47	\$15,897.01	\$17,849.47											



Engineering Progress

August 24, 2020

Suncoast

City of Hattiesburg
Post Office Box 1898
Hattiesburg MS 39403-1898

Attn: Lamar Rutland, P.E.

**RE: CIPP Sewer Repair in Various Locations
City of Hattiesburg**

Dear Mr. Rutland:

Enclosed please find Pay Estimate No. 11 in the amount of \$45,634.00 for the above referenced project.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/md

cc: Suncoast Infrastructure, SDW files

RECEIVED
8/24/20

*093695.7220.75
MB 2019-20*

LK

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: S19015-11

To Customer: CITY OF HATTIESBURG
P.O. BOX 1898
HATTIESBURG, MS 39403

Via Engineer: Shows Dearman & Waits
301 Second Avenue
Hattiesburg, MS 39401

Application No.: JB App #11
Period From: 3/23/2020
Period To: 6/28/2020

Distribution to:
☐ Owner
☐ Engineer
☐ Contractor

From Contractor: Suncoast Infrastructure, Inc.
P.O. Box 397
1858 Hwy 49 South
Florence, MS 39073

External
Contract No. N/A

Contract Date: 1/11/2019

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet is attached.

1. Original Contract Sum	\$3,559,581.00
2. Net Change By Change Order	\$196,295.25
3. Contract Sum To Date	\$3,755,876.25
4. Work Completed To Date	\$2,472,168.25
5. Stored Materials Inventory	\$0.00
6. Total Completed and Stored To Date	\$2,472,168.25
7. Retainage	
a. Maximum Retainage is in effect.	\$90,000.00
b. Securities are furnished in lieu of Retainage.	\$61,804.21
c. Retainage on Work Completed to Date 2.50 %	\$0.00
d. Retainage on Stored Materials Inventory 0.00 %	\$61,804.21
e. Total Calculated Retainage	\$0.00
f. Total Retainage To Be Withheld	\$2,472,168.25
8. Total Earned Less Retainage	\$2,426,534.25
9. Less Previous Certificates For Payments	\$45,634.00
10. Current Payment Due	\$1,283,708.00
11 Balance to Finish, Plus Retainage.	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Suncoast Infrastructure, Inc.

By: John Laury Date: 7/17/2020

State of: Mississippi County of: Rankin

Subscribed and sworn to before me this 7th day of July 2020

Notary Public: Jennifer Laister

My Commission expires: April 29, 2023



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED \$ 45,634.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER:

By: [Signature] Date: Aug. 24, 2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$196,295.25	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$196,295.25	\$0.00
Net Changes By Change Order	\$196,295.25	

CONTINUATION SHEET

Page 2 of 6

Application and Certification for Payment, containing Engineer's signed certification is attached. Tabulations below.

Application No. : JB App #11

Application Date : 07/07/20

Period From: 03/23/20

Period To: 06/28/20

Invoice #: S19015-11

Contract : S19015- CIPP Sewer Repair-Variou Locations, Hattiesburg, MS

External Contract No.:

A		B		C			D			E		F			G		H		I			J		K		L			M			N			O			P		
CURRENT CONTRACT										PREVIOUS WORK										THIS PERIOD				JOB TO DATE																
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish															
1-1	8" CIPP	LF	4,647.00	\$30.00	\$139,410.00	3,601.00	\$108,030.00	0.00	\$0.00	3,601.00	\$108,030.00	0.00	\$0.00	3,601.00	\$108,030.00	0.00	\$0.00	3,601.00	\$108,030.00	0.00	\$0.00	\$0.00	\$108,030.00	77.49%	\$31,380.00															
1-2	10" CIPP	LF	200.00	\$31.00	\$6,200.00	314.00	\$9,734.00	0.00	\$0.00	314.00	\$9,734.00	0.00	\$0.00	314.00	\$9,734.00	0.00	\$0.00	314.00	\$9,734.00	0.00	\$0.00	\$0.00	\$9,734.00	157.00%	\$-3,534.00															
1-3	CIPP Service Lateral	LF	2,420.00	\$152.00	\$367,840.00	1,902.00	\$289,104.00	0.00	\$0.00	1,902.00	\$289,104.00	0.00	\$0.00	1,902.00	\$289,104.00	0.00	\$0.00	1,902.00	\$289,104.00	0.00	\$0.00	\$0.00	\$289,104.00	78.60%	\$78,736.00															
1-4	Remove and Replace Service Lateral	LF	810.00	\$40.00	\$32,400.00	1,023.60	\$40,944.00	0.00	\$0.00	1,023.60	\$40,944.00	0.00	\$0.00	1,023.60	\$40,944.00	0.00	\$0.00	1,023.60	\$40,944.00	0.00	\$0.00	\$0.00	\$40,944.00	126.37%	\$-8,544.00															
1-5	Cleanout Assembly (As Detailed)	EA	33.00	\$420.00	\$13,860.00	117.00	\$49,140.00	0.00	\$0.00	117.00	\$49,140.00	0.00	\$0.00	117.00	\$49,140.00	0.00	\$0.00	117.00	\$49,140.00	0.00	\$0.00	\$0.00	\$49,140.00	354.55%	\$-35,280.00															
1-6	Point Repair (8' - 30' Depth)	EA	3.00	\$14,660.00	\$43,980.00	3.00	\$43,980.00	0.00	\$0.00	3.00	\$43,980.00	0.00	\$0.00	3.00	\$43,980.00	0.00	\$0.00	3.00	\$43,980.00	0.00	\$0.00	\$0.00	\$43,980.00	100.00%	\$0.00															
1-7	Manhole Rehabilitation	VF	271.00	\$235.00	\$63,685.00	162.00	\$38,070.00	0.00	\$0.00	162.00	\$38,070.00	0.00	\$0.00	162.00	\$38,070.00	0.00	\$0.00	162.00	\$38,070.00	0.00	\$0.00	\$0.00	\$38,070.00	59.78%	\$25,615.00															
1-8	Concrete Road Repair	SY	183.00	\$78.00	\$14,274.00	184.40	\$14,383.20	0.00	\$0.00	184.40	\$14,383.20	0.00	\$0.00	184.40	\$14,383.20	0.00	\$0.00	184.40	\$14,383.20	0.00	\$0.00	\$0.00	\$14,383.20	100.77%	\$-109.20															
1-9	Asphalt Road Repair	SY	549.00	\$82.00	\$45,018.00	293.30	\$24,050.60	0.00	\$0.00	293.30	\$24,050.60	0.00	\$0.00	293.30	\$24,050.60	0.00	\$0.00	293.30	\$24,050.60	0.00	\$0.00	\$0.00	\$24,050.60	53.42%	\$20,967.40															
1-10	Maintenance of Traffic	LS	1.00	\$10,850.00	\$10,850.00	1.00	\$10,850.00	0.00	\$0.00	1.00	\$10,850.00	0.00	\$0.00	1.00	\$10,850.00	0.00	\$0.00	1.00	\$10,850.00	0.00	\$0.00	\$0.00	\$10,850.00	100.00%	\$0.00															
1-11	Mobilization	LS	1.00	\$74,750.00	\$74,750.00	1.00	\$74,750.00	0.00	\$0.00	1.00	\$74,750.00	0.00	\$0.00	1.00	\$74,750.00	0.00	\$0.00	1.00	\$74,750.00	0.00	\$0.00	\$0.00	\$74,750.00	100.00%	\$0.00															
1-12	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	0.00	\$0.00	\$0.00	\$600.00	75.00%	\$200.00															
1-13	Landscape Restoration	SF	4,050.00	\$0.60	\$2,430.00	1,250.00	\$750.00	0.00	\$0.00	1,250.00	\$750.00	0.00	\$0.00	1,250.00	\$750.00	0.00	\$0.00	1,250.00	\$750.00	0.00	\$0.00	\$0.00	\$750.00	30.86%	\$1,680.00															
1-14	CCTV Service Lateral	LF	3,230.00	\$10.50	\$33,915.00	3,240.00	\$34,020.00	0.00	\$0.00	3,240.00	\$34,020.00	0.00	\$0.00	3,240.00	\$34,020.00	0.00	\$0.00	3,240.00	\$34,020.00	0.00	\$0.00	\$0.00	\$34,020.00	100.31%	\$-105.00															
2-1	8" CIPP	LF	1,938.00	\$30.00	\$58,140.00	1,001.00	\$30,030.00	0.00	\$0.00	1,001.00	\$30,030.00	0.00	\$0.00	1,001.00	\$30,030.00	0.00	\$0.00	1,001.00	\$30,030.00	0.00	\$0.00	\$0.00	\$30,030.00	51.65%	\$28,110.00															
2-2	10" CIPP	LF	726.00	\$31.00	\$22,506.00	530.00	\$16,430.00	0.00	\$0.00	530.00	\$16,430.00	0.00	\$0.00	530.00	\$16,430.00	0.00	\$0.00	530.00	\$16,430.00	0.00	\$0.00	\$0.00	\$16,430.00	73.00%	\$6,076.00															
2-3	CIPP Service Lateral	LF	338.00	\$105.00	\$35,490.00	145.00	\$15,225.00	0.00	\$0.00	145.00	\$15,225.00	0.00	\$0.00	145.00	\$15,225.00	0.00	\$0.00	145.00	\$15,225.00	0.00	\$0.00	\$0.00	\$15,225.00	42.90%	\$20,265.00															
2-4	Remove and Replace Service Lateral	LF	113.00	\$40.00	\$4,520.00	421.00	\$16,840.00	0.00	\$0.00	421.00	\$16,840.00	0.00	\$0.00	421.00	\$16,840.00	0.00	\$0.00	421.00	\$16,840.00	0.00	\$0.00	\$0.00	\$16,840.00	372.57%	\$-12,320.00															
2-5	Cleanout Assembly (As Detailed)	EA	5.00	\$420.00	\$2,100.00	32.00	\$13,440.00	0.00	\$0.00	32.00	\$13,440.00	0.00	\$0.00	32.00	\$13,440.00	0.00	\$0.00	32.00	\$13,440.00	0.00	\$0.00	\$0.00	\$13,440.00	640.00%	\$-11,340.00															
2-6	Point Repair (8' - 30' Depth)	EA	0.00	\$14,660.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00															
2-7	Protruding Tap to be removed (8' - 30' Depth)	EA	1.00	\$14,660.00	\$14,660.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,660.00															
2-8	Manhole Rehabilitation	VF	90.80	\$235.00	\$21,338.00	84.60	\$19,881.00	0.00	\$0.00	84.60	\$19,881.00	0.00	\$0.00	84.60	\$19,881.00	0.00	\$0.00	84.60	\$19,881.00	0.00	\$0.00	\$0.00	\$19,881.00	93.17%	\$1,457.00															
2-9	Concrete Road Repair	SY	77.00	\$78.00	\$6,006.00	2.00	\$156.00	0.00	\$0.00	2.00	\$156.00	0.00	\$0.00	2.00	\$156.00	0.00	\$0.00	2.00	\$156.00	0.00	\$0.00	\$0.00	\$156.00	2.60%	\$5,850.00															
2-10	Asphalt Road Repair	SY	285.00	\$82.00	\$23,370.00	59.00	\$4,838.00	0.00	\$0.00	59.00	\$4,838.00	0.00	\$0.00	59.00	\$4,838.00	0.00	\$0.00	59.00	\$4,838.00	0.00	\$0.00	\$0.00	\$4,838.00	20.70%	\$18,532.00															
2-11	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	0.00	\$0.00	\$0.00	\$600.00	75.00%	\$200.00															
2-12	Maintenance of Traffic	LS	1.00	\$10,850.00	\$10,850.00	0.75	\$8,137.50	0.00	\$0.00	0.75	\$8,137.50	0.00	\$0.00	0.75	\$8,137.50	0.00	\$0.00	0.75	\$8,137.50	0.00	\$0.00	\$0.00	\$8,137.50	75.00%	\$2,712.50															
2-13	Mobilization	LS	1.00	\$14,200.00	\$14,200.00	0.75	\$10,650.00	0.00	\$0.00	0.75	\$10,650.00	0.00	\$0.00	0.75	\$10,650.00	0.00	\$0.00	0.75	\$10,650.00	0.00	\$0.00	\$0.00	\$10,650.00	75.00%	\$3,550.00															
2-14	Landscape Restoration	SF	565.00	\$0.60	\$339.00	1,445.00	\$867.00	0.00	\$0.00	1,445.00	\$867.00	0.00	\$0.00	1,445.00	\$867.00	0.00	\$0.00	1,445.00	\$867.00	0.00	\$0.00	\$0.00	\$867.00	255.75%	\$-528.00															
2-15	CCTV Service Lateral	LF	451.00	\$8.50	\$3,833.50	260.00	\$2,210.00	0.00	\$0.00	260.00	\$2,210.00	0.00	\$0.00	260.00	\$2,210.00	0.00	\$0.00	260.00	\$2,210.00	0.00	\$0.00	\$0.00	\$2,210.00	57.65%	\$1,623.50															
3-1	8" CIPP	LF	1,832.00	\$30.00	\$54,960.00	1,833.00	\$54,990.00	0.00	\$0.00	1,833.00	\$54,990.00	0.00	\$0.00	1,833.00	\$54,990.00	0.00	\$0.00	1,833.00	\$54,990.00	0.00	\$0.00	\$0.00	\$54,990.00	100.05%	\$-30.00															
3-2	CIPP Service Lateral	LF	1,090.00	\$152.00	\$165,680.00	504.00	\$76,608.00	0.00	\$0.00	504.00	\$76,608.00	0.00	\$0.00	504.00	\$76,608.00	0.00	\$0.00	504.00	\$76,608.00	0.00	\$0.00	\$0.00	\$76,608.00	46.24%	\$89,072.00															

CONTINUATION SHEET

Application and Certification for Payment, containing Engineer's signed certification is attached. Tabulations below.

Application No. : JB App #11

Application Date : 07/07/20

Period From: 03/23/20

Period To: 06/28/20

Invoice # : S19015-11

External Contract No.:

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

A		B		C			D			E		F		G		H		I		J		K	L			M	N	O	P	
CURRENT CONTRACT										PREVIOUS WORK										THIS PERIOD				JOB TO DATE						
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish					
3-3	Remove and Replace Service Lateral	LF	363.00	\$40.00	\$14,520.00	409.00	\$16,360.00	0.00	\$0.00	409.00	\$16,360.00	0.00	\$0.00	409.00	\$0.00	409.00	\$16,360.00	112.67%	\$-1,840.00											
3-4	Cleanout Assembly (As Detailed)	EA	15.00	\$420.00	\$6,300.00	40.00	\$16,800.00	0.00	\$0.00	40.00	\$16,800.00	0.00	\$0.00	40.00	\$0.00	40.00	\$16,800.00	266.67%	\$-10,500.00											
3-5	Point Repair (8' - 30' Depth)	EA	0.00	\$14,660.00	\$0.00	5.00	\$73,300.00	0.00	\$0.00	5.00	\$73,300.00	0.00	\$0.00	5.00	\$0.00	5.00	\$73,300.00	0.00%	\$-73,300.00											
3-6	Manhole Rehabilitation	VF	52.90	\$235.00	\$12,431.50	30.00	\$7,050.00	21.50	\$5,052.50	51.50	\$12,102.50	0.00	\$0.00	51.50	\$0.00	51.50	\$12,102.50	97.35%	\$329.00											
3-7	Concrete Road Repair	SY	91.00	\$78.00	\$7,098.00	55.00	\$4,290.00	0.00	\$0.00	55.00	\$4,290.00	0.00	\$0.00	55.00	\$0.00	55.00	\$4,290.00	60.44%	\$2,808.00											
3-8	Asphalt Road Repair	SY	274.00	\$82.00	\$22,468.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00%	\$22,468.00											
3-9	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	0.00	\$0.00	0.75	\$0.00	0.75	\$600.00	75.00%	\$200.00											
3-10	Maintenance of Traffic	LS	1.00	\$14,300.00	\$14,300.00	0.75	\$10,725.00	0.00	\$0.00	0.75	\$10,725.00	0.00	\$0.00	0.75	\$0.00	0.75	\$10,725.00	75.00%	\$3,575.00											
3-11	Mobilization	LS	1.00	\$14,200.00	\$14,200.00	0.75	\$10,650.00	0.00	\$0.00	0.75	\$10,650.00	0.00	\$0.00	0.75	\$0.00	0.75	\$10,650.00	75.00%	\$3,550.00											
3-12	Landscape Restoration	SF	1,815.00	\$0.60	\$1,089.00	4,151.00	\$2,490.60	0.00	\$0.00	4,151.00	\$2,490.60	0.00	\$0.00	4,151.00	\$0.00	4,151.00	\$2,490.60	228.77%	\$-1,401.60											
3-13	CCTV Service Lateral	LF	1,453.00	\$10.50	\$15,256.50	1,640.00	\$17,220.00	0.00	\$0.00	1,640.00	\$17,220.00	0.00	\$0.00	1,640.00	\$0.00	1,640.00	\$17,220.00	112.87%	\$-1,963.50											
4-1	8" CIPP	LF	5,871.00	\$30.00	\$176,130.00	4,807.00	\$144,210.00	9.00	\$270.00	4,816.00	\$144,480.00	0.00	\$0.00	4,816.00	\$0.00	4,816.00	\$144,480.00	82.03%	\$31,650.00											
4-2	12" CIPP	LF	2,225.00	\$32.00	\$71,200.00	2,038.00	\$65,216.00	0.00	\$0.00	2,038.00	\$65,216.00	0.00	\$0.00	2,038.00	\$0.00	2,038.00	\$65,216.00	91.60%	\$5,984.00											
4-3	CIPP Service Lateral	LF	675.00	\$105.00	\$70,875.00	179.00	\$18,795.00	0.00	\$0.00	179.00	\$18,795.00	0.00	\$0.00	179.00	\$0.00	179.00	\$18,795.00	26.52%	\$52,080.00											
4-4	Remove and Replace Service Lateral	LF	225.00	\$40.00	\$9,000.00	283.00	\$11,320.00	0.00	\$0.00	283.00	\$11,320.00	0.00	\$0.00	283.00	\$0.00	283.00	\$11,320.00	125.76%	\$-2,320.00											
4-5	Cleanout Assembly (As Detailed)	EA	9.00	\$420.00	\$3,780.00	15.00	\$6,300.00	0.00	\$0.00	15.00	\$6,300.00	0.00	\$0.00	15.00	\$0.00	15.00	\$6,300.00	166.67%	\$-2,320.00											
4-6	Point Repair (8' - 30' Depth)	EA	10.00	\$14,660.00	\$146,600.00	22.00	\$322,520.00	0.00	\$0.00	22.00	\$322,520.00	0.00	\$0.00	22.00	\$0.00	22.00	\$322,520.00	220.00%	\$-175,920.00											
4-7	Manhole Rehabilitation	VF	307.00	\$235.00	\$72,145.00	0.00	\$0.00	156.50	\$36,777.50	156.50	\$36,777.50	0.00	\$0.00	156.50	\$0.00	156.50	\$36,777.50	50.95%	\$35,367.50											
4-8	Concrete Road Repair	SY	144.00	\$78.00	\$11,232.00	92.70	\$7,230.60	0.00	\$0.00	92.70	\$7,230.60	0.00	\$0.00	92.70	\$0.00	92.70	\$7,230.60	64.35%	\$4,001.40											
4-9	Asphalt Road Repair	SY	485.00	\$82.00	\$39,770.00	117.40	\$9,626.80	0.00	\$0.00	117.40	\$9,626.80	0.00	\$0.00	117.40	\$0.00	117.40	\$9,626.80	24.27%	\$30,143.20											
4-10	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	0.00	\$0.00	0.75	\$0.00	0.75	\$600.00	75.00%	\$200.00											
4-11	Maintenance of Traffic	LS	1.00	\$5,850.00	\$5,850.00	0.75	\$4,387.50	0.00	\$0.00	0.75	\$4,387.50	0.00	\$0.00	0.75	\$0.00	0.75	\$4,387.50	75.00%	\$1,462.50											
4-12	Mobilization	LS	1.00	\$9,200.00	\$9,200.00	0.75	\$6,900.00	0.00	\$0.00	0.75	\$6,900.00	0.00	\$0.00	0.75	\$0.00	0.75	\$6,900.00	75.00%	\$2,300.00											
4-13	Landscape Restoration	SF	1,125.00	\$0.60	\$675.00	2,105.00	\$1,263.00	0.00	\$0.00	2,105.00	\$1,263.00	0.00	\$0.00	2,105.00	\$0.00	2,105.00	\$1,263.00	187.17%	\$-588.00											
4-14	CCTV Service Lateral	LF	1,388.00	\$105.00	\$145,740.00	787.00	\$83,535.00	0.00	\$0.00	787.00	\$83,535.00	0.00	\$0.00	787.00	\$0.00	787.00	\$83,535.00	56.70%	\$62,205.00											
5-1	Remove and Replace Service Lateral	LF	463.00	\$40.00	\$18,520.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00%	\$18,520.00											
5-2	Cleanout Assembly (As Detailed)	EA	19.00	\$420.00	\$7,980.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00%	\$7,980.00											
5-3	Hardy St Road Repair	SY	815.00	\$195.00	\$158,925.00	99.00	\$19,305.00	0.00	\$0.00	99.00	\$19,305.00	0.00	\$0.00	99.00	\$0.00	99.00	\$19,305.00	12.15%	\$139,620.00											
5-4	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	0.00	\$0.00	0.75	\$0.00	0.75	\$600.00	75.00%	\$200.00											
5-5	Maintenance of Traffic	LS	1.00	\$30,850.00	\$30,850.00	0.75	\$23,137.50	0.00	\$0.00	0.75	\$23,137.50	0.00	\$0.00	0.75	\$0.00	0.75	\$23,137.50	75.00%	\$7,712.50											
5-7	Mobilization	LS	1.00	\$17,500.00	\$17,500.00	0.75	\$13,125.00	0.00	\$0.00	0.75	\$13,125.00	0.00	\$0.00	0.75	\$0.00	0.75	\$13,125.00	75.00%	\$4,375.00											

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Application No. : JB App #11

Period From: 03/23/20

Period To: 06/28/20

External Contract No.:

Contract: C-0978-011 - Sewer Repair-various Locations; Hattiesburg, MS															
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
CURRENT CONTRACT				JOB TO DATE											
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
5-8	Landscape Restoration	SF	2,315.00	\$0.60	\$1,389.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,389.00
5-9	CCTV Service Lateral	LF	1,851.00	\$8.50	\$15,733.50	1,084.00	\$9,214.00	0.00	\$0.00	1,084.00	\$9,214.00	\$0.00	\$9,214.00	58.56%	\$6,519.50
6-1	8" CIPP	LF	767.00	\$30.00	\$23,010.00	767.00	\$23,010.00	0.00	\$0.00	767.00	\$23,010.00	\$0.00	\$23,010.00	100.00%	\$0.00
6-2	12" CIPP	LF	198.00	\$32.00	\$6,336.00	198.00	\$6,336.00	0.00	\$0.00	198.00	\$6,336.00	\$0.00	\$6,336.00	100.00%	\$0.00
6-3	CIPP Service Lateral	LF	132.00	\$155.00	\$20,460.00	247.00	\$38,285.00	0.00	\$0.00	247.00	\$38,285.00	\$0.00	\$38,285.00	187.12%	\$-17,825.00
6-4	Remove and Replace Service Lateral	LF	44.00	\$40.00	\$1,760.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,760.00
6-5	Cleanout Assembly (As Detailed)	EA	2.00	\$420.00	\$840.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$840.00
6-6	Manhole Rehabilitation	VF	48.00	\$235.00	\$11,280.00	34.80	\$8,178.00	0.00	\$0.00	34.80	\$8,178.00	\$0.00	\$8,178.00	72.50%	\$3,102.00
6-7	Concrete Road Repair	SY	17.00	\$78.00	\$1,326.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,326.00
6-8	Asphalt Road Repair	SY	50.00	\$82.00	\$4,100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,100.00
6-9	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$800.00
6-10	Maintenance of Traffic	LS	1.00	\$5,850.00	\$5,850.00	0.50	\$2,925.00	0.00	\$0.00	0.50	\$2,925.00	\$0.00	\$2,925.00	50.00%	\$2,925.00
6-11	Mobilization	LS	1.00	\$17,500.00	\$17,500.00	0.50	\$8,750.00	0.00	\$0.00	0.50	\$8,750.00	\$0.00	\$8,750.00	50.00%	\$8,750.00
6-12	Landscape Restoration	SF	220.00	\$0.60	\$132.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$132.00
6-13	CCTV Service Lateral	LF	176.00	\$10.50	\$1,848.00	173.00	\$1,816.50	0.00	\$0.00	173.00	\$1,816.50	\$0.00	\$1,816.50	98.30%	\$31.50
7-1	8" CIPP	LF	1,814.00	\$30.00	\$54,420.00	1,723.00	\$51,690.00	0.00	\$0.00	1,723.00	\$51,690.00	\$0.00	\$51,690.00	94.98%	\$2,730.00
7-2	10" CIPP	LF	1,926.00	\$31.00	\$59,706.00	2,203.00	\$68,293.00	0.00	\$0.00	2,203.00	\$88,293.00	\$0.00	\$68,293.00	114.38%	\$-8,587.00
7-3	CIPP Service Lateral	LF	770.00	\$105.00	\$80,850.00	523.00	\$54,915.00	0.00	\$0.00	523.00	\$54,915.00	\$0.00	\$54,915.00	67.92%	\$25,935.00
7-4	Remove and Replace Service Lateral	LF	257.00	\$40.00	\$10,280.00	159.00	\$6,360.00	0.00	\$0.00	159.00	\$6,360.00	\$0.00	\$6,360.00	61.87%	\$3,920.00
7-5	Cleanout Assembly (As Detailed)	EA	11.00	\$420.00	\$4,620.00	14.00	\$5,880.00	0.00	\$0.00	14.00	\$5,880.00	\$0.00	\$5,880.00	127.27%	\$-1,260.00
7-6	Manhole Rehabilitation	VF	207.00	\$235.00	\$48,645.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$48,645.00
7-7	Concrete Road Repair	SY	68.00	\$78.00	\$5,304.00	31.00	\$2,418.00	0.00	\$0.00	31.00	\$2,418.00	\$0.00	\$2,418.00	45.59%	\$2,886.00
7-8	Asphalt Road Repair	SY	203.00	\$82.00	\$16,646.00	133.80	\$10,971.60	0.00	\$0.00	133.80	\$10,971.60	\$0.00	\$10,971.60	65.91%	\$5,6

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Application No.: JB App #11
Application Date: 07/07/20
Period From: 03/23/20
Period To: 06/28/20
Internal Contract No.:

External Contract No.:

Contract: S19032-CIPF Sewer Repair-various Locations, Hattiesburg, MS																	
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P		
CURRENT CONTRACT				PREVIOUS WORK				THIS PERIOD		JOB TO DATE				Balance to Finish			
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish		
AA1-5	10" CIPP (3A)	LF	0.00	\$31.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00		
AA1-6	Manhole Rehabilitation (3A)	VF	0.00	\$235.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00		
AA1-7	8" CIPP (4A)	LF	0.00	\$30.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00		
AA1-8	Manhole Rehabilitation (4A)	VF	0.00	\$235.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00		
AA1-9	8" CIPP (5A)	LF	0.00	\$30.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00		
AA1-10	Manhole Rehabilitation (5A)	VF	0.00	\$235.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00		
AA1-11	8" CIPP (6A)	LF	1,660.00	\$30.00	\$49,800.00	1,952.00	\$58,560.00	0.00	\$0.00	1,952.00	\$58,560.00	\$0.00	\$58,560.00	117.58%	\$-8,760.00		
AA1-12	Manhole Rehabilitation (6A)	VF	60.00	\$235.00	\$14,100.00	32.90	\$7,731.50	0.00	\$0.00	32.90	\$7,731.50	\$0.00	\$7,731.50	54.83%	\$6,368.50		
AA1-13	18" CIPP (7A)	LF	848.00	\$95.00	\$80,560.00	850.00	\$80,750.00	0.00	\$0.00	850.00	\$80,750.00	\$0.00	\$80,750.00	100.24%	\$-190.00		
AA1-14	Manhole Rehabilitation (7A)	VF	25.00	\$235.00	\$5,875.00	18.60	\$4,371.00	0.00	\$0.00	18.60	\$4,371.00	\$0.00	\$4,371.00	74.40%	\$1,504.00		
AA1-15	Remove and Replace Service Lateral	LF	613.00	\$40.00	\$24,520.00	109.00	\$4,360.00	0.00	\$0.00	109.00	\$4,360.00	\$0.00	\$4,360.00	17.78%	\$20,160.00		
AA1-16	CIPP Service Lateral	LF	1,837.00	\$105.00	\$192,885.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$192,885.00		
AA1-17	Cleanout Assembly (As Detailed)	EA	25.00	\$420.00	\$10,500.00	9.00	\$3,780.00	0.00	\$0.00	9.00	\$3,780.00	\$0.00	\$3,780.00	36.00%	\$6,720.00		
AA1-18	Point Repair (8' - 30' Depth)	EA	2.00	\$14,660.00	\$29,320.00	2.00	\$29,320.00	0.00	\$0.00	2.00	\$29,320.00	\$0.00	\$29,320.00	100.00%	\$0.00		
AA1-19	Concrete Road Repair	SY	240.00	\$78.00	\$18,720.00	3.00	\$234.00	0.00	\$0.00	3.00	\$234.00	\$0.00	\$234.00	1.25%	\$18,466.00		
AA1-20	Asphalt Road Repair	SY	1,500.00	\$82.00	\$123,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$123,000.00		
AA1-21	Maintenance of Traffic	LS	1.00	\$5,600.00	\$5,600.00	0.75	\$4,200.00	0.00	\$0.00	0.75	\$4,200.00	\$0.00	\$4,200.00	75.00%	\$1,400.00		
AA1-22	Mobilization	LS	1.00	\$14,200.00	\$14,200.00	0.75	\$10,650.00	0.00	\$0.00	0.75	\$10,650.00	\$0.00	\$10,650.00	75.00%	\$3,550.00		
AA1-23	Temporary Erosion Control	LS	1.00	\$800.00	\$800.00	0.75	\$600.00	0.00	\$0.00	0.75	\$600.00	\$0.00	\$600.00	75.00%	\$200.00		
AA1-24	Landscape Restoration	SF	3,065.00	\$0.60	\$1,839.00	394.00	\$236.40	0.00	\$0.00	394.00	\$236.40	\$0.00	\$236.40	12.85%	\$1,602.60		
AA1-25	CCTV Service Lateral	LF	2,450.00	\$8.50	\$20,825.00	1,444.00	\$12,274.00	0.00	\$0.00	1,444.00	\$12,274.00	\$0.00	\$12,274.00	58.94%	\$8,551.00		
1-15	48-in Precast Manhole (0'-6") (Site 1)	EA	1.00	\$5,900.00	\$5,900.00	1.00	\$5,900.00	0.00	\$0.00	1.00	\$5,900.00	\$0.00	\$5,900.00	100.00%	\$0.00		
1-16	6-in CIPP (Site 1)	LF	858.00	\$34.00	\$29,172.00	866.00	\$29,444.00	0.00	\$0.00	866.00	\$29,444.00	\$0.00	\$29,444.00	100.93%	\$-272.00		
1-17	External Reinstatement of Service (Site 1)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00		
2-16	External Reinstatement of Service (Site 2)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00		
3-13A	External Reinstatement of Service (Site 3)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00		
4-15	48-in Precast Manhole (6'-8") (Site 4)	EA	1.00	\$7,304.00	\$7,304.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,304.00		
4-16	10-in CIPP (Site 4)	LF	114.00	\$31.00	\$3,534.00	0.00	\$0.00	114.00	\$3,534.00	114.00	\$3,534.00	\$0.00	\$3,534.00	100.00%	\$0.00		
4-17	15-in CIPP (Site 4)	LF	31.00	\$87.00	\$2,697.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,697.00		
4-18	External Reinstatement of Service (Site 4)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00		

CONTINUATION SHEET

Application and Certification for Payment, containing Engineer's signed certification is attached. Tabulations below.

Application No. : JB App #11

Application Date : 07/07/20

Period From: 03/23/20

Period To: 06/28/20

External Contract No.:

Invoice #: S19015-11

Contract : S19015- CIPP Sewer Repair-Various Locations, Hattiesburg, MS

A		B	C			D	E	F	G			H	I	J	K	L				M	N	O	P
			CURRENT CONTRACT						PREVIOUS WORK			THIS PERIOD			JOB TO DATE								
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish				
5-10	Manhole Rehabilitation (Site 5)	VF	0.00	\$235.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00				
5-11	External Reinstatement of Service (Site 5)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00				
7-14	Point Repair (8-ft ù 30-ft Depth) (Site 7)	EA	5.00	\$14,660.00	\$73,300.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$73,300.00				
7-15	External Reinstatement of Service (Site 7)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00				
AA1-26	Point Repair (8-ft ù 30-ft Depth) (Site 1A)	EA	2.00	\$14,660.00	\$29,320.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$29,320.00				
AA1-27	External Reinstatement of Service (Site 1A)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00				
AA1-28	CCTV Mains (Site 2A)	LF	841.30	\$3.35	\$2,818.36	992.50	\$3,324.88	0.00	\$0.00	992.50	\$3,324.88	0.00	\$0.00	992.50	\$3,324.88	\$0.00	\$3,324.88	117.97%	\$-506.52				
AA1-29	CCTV Mains (Site 3A)	LF	238.20	\$3.35	\$797.97	238.20	\$797.97	0.00	\$0.00	238.20	\$797.97	0.00	\$0.00	238.20	\$797.97	\$0.00	\$797.97	100.00%	\$0.00				
AA1-30	CCTV Mains (Site 4A)	LF	415.60	\$3.35	\$1,392.26	436.40	\$1,461.94	0.00	\$0.00	436.40	\$1,461.94	0.00	\$0.00	436.40	\$1,461.94	\$0.00	\$1,461.94	105.00%	\$-69.68				
AA1-31	CCTV Mains (Site 5A)	LF	429.30	\$3.35	\$1,438.16	429.30	\$1,438.16	0.00	\$0.00	429.30	\$1,438.16	0.00	\$0.00	429.30	\$1,438.16	\$0.00	\$1,438.16	100.00%	\$0.00				
AA1-32	External Reinstatement of Service (Site 6A)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00				
AA1-33	External Reinstatement of Service (Site 7A)	EA	0.00	\$3,416.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00				
8-1	30-in CIPP	LF	245.00	\$320.00	\$78,400.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$78,400.00				
8-2	Clean and CCTV 30-in	LF	245.00	\$18.00	\$4,410.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,410.00				
8-3	Bypass (RR)	LS	1.00	\$20,100.00	\$20,100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,100.00				
8-4	Railroad Permit	LS	1.00	\$22,000.00	\$22,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$22,000.00				
8-5	Mobilization (RR)	LS	1.00	\$8,700.00	\$8,700.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,700.00				
Grand Totals					\$3,755,876.25		\$2,426,534.25		\$45,634.00		\$2,472,168.25		\$0.00	\$2,472,168.25	\$0.00	\$2,472,168.25		65.82%	\$1,283,708.00				



Engineering Progress

August 12, 2020

C.B. Developers

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Attn: Lamar Rutland, P.E.

Re: Comprehensive Sewer/Water Improvements – Phase VIII
Camp Street Area
City of Hattiesburg

Dear Lamar:

Enclosed please find Pay Estimate No. 19 for the above referenced project in the amount of \$103,144.59.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

John T. Weeks, P.E.
Project Engineer

/md

Enclosure

cc: C.B. Developers
SDW

093695.7220.70
MB 2018-108

RECEIVED
8/13/20

Contractor's Application For Payment No. 19

To (Owner): CITY OF HATTIESBURG		Application Period: Beginning: 2/1/2020 Ending: 8/10/2020	Application Date: 10-Aug-20
Project: COMPREHENSIVE SEWER/WATER PHASE 8		From (Contractor): C.B. DEVELOPERS, INC.	Via (Engineer): SHOWS, DEARMAN & WAITS, INC.
Owner's Contract No.: Not Applicable		Contract: Contractor's Project No.:	Engineer's Project No.:

1. ORIGINAL CONTRACT PRICE	\$	3,721,611.76
2. Net change by Change Orders	\$	54,779.07
3. CURRENT CONTRACT PRICE (LINE 1 + 2)	\$	3,776,390.83
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimates)	\$	3,678,407.14
5. RETAINAGE:		
a. 2.5 % x Work Completed	\$	91,960.18
b. 5.0% x Stored Material	\$	-
c. Total Retainage (line 5a + line 5b)	\$	91,960.18
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	3,586,446.96
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	3,483,302.37
8. AMOUNT DUE THIS APPLICATION	\$	103,144.59
9. BALANCE TO FINISH, PLUS RETAINAGE		
(Column G on Progress Estimate + Line 5 above)	\$	189,943.87

Change Order Summary			
Approved Change Orders			
Number	Additions	Deductions	
SA No. 1	54779.07		
TOTALS	\$ 54,779.07	\$	-
NET CHANGE BY CHANGE ORDERS	\$		54,779.07

CONTRACTOR'S CERTIFICATION	
The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	
By: 	Date: 8/12/20
Payment of: \$103,144.59 (Line 8 or other - attach explanation of other amount)	
Is recommended by:	(Date)
Payment of: \$103,144.59	(Date)
(Line 8 or other - attach explanation of other amount)	
Is approved by:	(Owner)
Is approved by:	(Owner)
Approved by:	(Funding Agency, if applicable)

Progress Estimate

Contractor's Application

For (contract):		COMPREHENSIVE SEWER/WATER PHASE 8			Application Number: 19					
Application Period:		2/1/2020 TO 8/10/2020		Application Date: 10-Aug-20						
Pay Item	A	Bid Quantity	Unit Price	Bid Value	C	D	E	F	%	G
	Item Description				Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	(F)	Balance to Finish - F)
CAMP STREET AREA										
SEWER PIPE ITEMS										
1	8" SDR-26 PVC SEWER PIPE (0-6')	2109.0	\$ 48.54	\$ 102,370.86	2172.18	\$ 105,437.62	\$ -	\$ 105,437.62	103%	\$ (3,066.76)
2	8" SDR-26 PVC SEWER PIPE (6'-8')	5576.0	\$ 50.96	\$ 284,152.96	6026.49	\$ 307,109.93	\$ -	\$ 307,109.93	108%	\$ (22,956.97)
3	8" SDR-26 PVC SEWER PIPE (8'-10')	2961.0	\$ 53.38	\$ 158,058.18	3193.55	\$ 170,471.70	\$ -	\$ 170,471.70	108%	\$ (12,413.52)
4	8" SDR-26 PVC SEWER PIPE (10'-12')	863.0	\$ 55.81	\$ 48,164.03	788.78	\$ 44,021.81	\$ -	\$ 44,021.81	91%	\$ 4,142.22
5	8" SDR-26 PVC SEWER PIPE (12'-14')	249.0	\$ 59.44	\$ 14,800.56	106.00	\$ 6,300.64	\$ -	\$ 6,300.64	43%	\$ 8,499.92
6	10" SDR-26 PVC SEWER PIPE (0-6')	25.0	\$ 51.64	\$ 1,291.00		\$ -	\$ -	\$ -		\$ 1,291.00
7	10" SDR-26 PVC SEWER PIPE (6'-8')	351.0	\$ 54.06	\$ 18,975.06	429.00	\$ 23,191.74	\$ -	\$ 23,191.74	122%	\$ (4,216.68)
8	10" SDR-26 PVC SEWER PIPE (8'-10')	325.0	\$ 56.48	\$ 18,356.00	354.29	\$ 20,010.30	\$ -	\$ 20,010.30	109%	\$ (1,654.30)
9	10" SDR-26 PVC SEWER PIPE (10'-12')	239.0	\$ 58.91	\$ 14,079.49	341.71	\$ 20,130.14	\$ -	\$ 20,130.14	143%	\$ (6,050.65)
10	10" SDR-26 PVC SEWER PIPE (12'-14')	130.0	\$ 62.54	\$ 8,130.20	134.00	\$ 8,380.36	\$ -	\$ 8,380.36	103%	\$ (250.16)
11	10" SDR-26 PVC SEWER PIPE (14'-16')	67.0	\$ 78.28	\$ 5,244.76	76.00	\$ 5,949.28	\$ -	\$ 5,949.28	113%	\$ (704.52)
12	8" DUCTILE IRON SEWER PIPE (0-6')	384.0	\$ 79.57	\$ 30,554.88	400.00	\$ 31,828.00	\$ -	\$ 31,828.00	104%	\$ (1,273.12)
13	8" DUCTILE IRON SEWER PIPE (6'-8')	20.0	\$ 89.26	\$ 1,785.20		\$ -	\$ -	\$ -		\$ 1,785.20
14	10" DUCTILE IRON SEWER PIPE (0-6')	25.0	\$ 105.96	\$ 2,649.00	12.00	\$ 1,271.52	\$ -	\$ 1,271.52	48%	\$ 1,377.48
15	10" DUCTILE IRON SEWER PIPE (6'-8')	30.0	\$ 109.59	\$ 3,287.70	38.00	\$ 4,164.42	\$ -	\$ 4,164.42	127%	\$ (876.72)
16	REMOVAL OF EXISTING SEWER LINE	10650.0	\$ 3.63	\$ 38,659.50	12382.00	\$ 44,946.66	\$ -	\$ 44,946.66	116%	\$ (6,287.16)
17	ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)	3220.0	\$ 6.67	\$ 21,477.40		\$ -	\$ -	\$ -		\$ 21,477.40
18	TRACER WIRE SYSTEM FOR SEWER	19153.0	\$ 1.44	\$ 27,580.32	19434.00	\$ 27,984.96	\$ -	\$ 27,984.96	101%	\$ (404.64)
SEWER MANHOLE ITEMS										
19	48" PRECAST CONCRETE SEWER MANHOLE (0-6)	6.0	\$ 2,339.80	\$ 14,038.80	19.00	\$ 44,456.20	\$ -	\$ 44,456.20	317%	\$ (30,417.40)
20	48" PRECAST CONCRETE SEWER MANHOLE (6-8)	32.0	\$ 3,040.17	\$ 97,285.44	32.00	\$ 97,285.44	\$ -	\$ 97,285.44	100%	\$ -
21	48" PRECAST CONCRETE SEWER MANHOLE (8-10)	8.0	\$ 3,491.71	\$ 27,933.68	9.00	\$ 31,425.39	\$ -	\$ 31,425.39	113%	\$ (3,491.71)
22	48" PRECAST CONCRETE SEWER MANHOLE (10-12)	1.0	\$ 4,051.04	\$ 4,051.04	1.00	\$ 4,051.04	\$ -	\$ 4,051.04	100%	\$ -
TOTALS					\$ 942,926.06	\$ 998,417.14	\$ -	\$ 998,417.14		\$ (55,491.08)

EJCDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract):		COMPREHENSIVE SEWER/WATER PHASE 8			Application Number: 19					
Application Period:		2/1/2020 TO 8/10/2020		Application Date:						
Pay Item	A	Bid Quantity	Unit Price	Bid Value	C	D	E	F	%	G
	Item Description				Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	(F)	Balance to Finish = F
Subtotal from Previous Page										
23	48" PRECAST CONCRETE SEWER MANHOLE (12-14)	3.0	\$ 4,025.31	\$ 12,075.93	2.00	\$ 8,050.62	\$ -	\$ 998,417.14	67%	\$ (55,491.08)
24	48" PRECAST CONCRETE SEWER MANHOLE (0-6) (FLAT TOP)	3.0	\$ 3,553.84	\$ 10,661.52	1.00	\$ 3,553.84	\$ -	\$ 8,050.62	33%	\$ 4,025.31
25	60" PRECAST CONCRETE SEWER MANHOLE (0-6)	1.0	\$ 4,502.46	\$ 4,502.46	\$ -	\$ -	\$ -	\$ 3,553.84	\$ -	\$ 7,107.68
26	60" PRECAST CONCRETE SEWER MANHOLE (6-8)	1.0	\$ 5,058.41	\$ 5,058.41	1.00	\$ 5,058.41	\$ -	\$ 5,058.41	100%	\$ 4,502.46
27	60" PRECAST CONCRETE SEWER MANHOLE (8-10)	1.0	\$ 5,419.09	\$ 5,419.09	1.00	\$ 5,419.09	\$ -	\$ 5,419.09	100%	\$ -
28	60" PRECAST CONCRETE SEWER MANHOLE (10-12)	1.0	\$ 6,342.23	\$ 6,342.23	1.00	\$ 6,342.23	\$ -	\$ 6,342.23	100%	\$ -
29	60" PRECAST CONCRETE SEWER MANHOLE (6-8) (DOGHOUSE)	2.0	\$ 6,620.27	\$ 13,240.54	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,240.54
30	72" PRECAST CONCRETE SPLITTER SEWER MANHOLE (10-12) (DOGHOUSE)	1.0	\$ 9,100.91	\$ 9,100.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,100.91
31	DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TYPES)	35.0	\$ 302.70	\$ 10,594.50	45.00	\$ 13,621.50	\$ -	\$ 13,621.50	129%	\$ (3,027.00)
32	ABANDONMENT OF EXISTING MANHOLE	12.0	\$ 393.51	\$ 4,722.12	3.00	\$ 1,180.53	\$ -	\$ 1,180.53	25%	\$ 3,541.59
33	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	1.0	\$ 2,674.73	\$ 2,674.73	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,674.73
SEWER SERVICE ITEMS										
34	4" SANITARY SEWER SERVICE CLEANOUT	231.0	\$ 375.31	\$ 86,696.61	230.00	\$ 86,321.30	\$ -	\$ 86,321.30	100%	\$ 375.31
35	4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	316.0	\$ 39.97	\$ 12,630.52	756.00	\$ 30,217.32	\$ -	\$ 30,217.32	239%	\$ (17,586.80)
36	6" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	3792.0	\$ 27.33	\$ 103,635.36	3,929.00	\$ 107,379.57	\$ -	\$ 107,379.57	104%	\$ (3,744.21)
37	8"x8"x6" PVC SERVICE TEE	203.0	\$ 191.79	\$ 38,933.37	209.00	\$ 40,084.11	\$ -	\$ 40,084.11	103%	\$ (1,150.74)
38	10"x10"x6" PVC SERVICE TEE	20.0	\$ 417.00	\$ 8,340.00	19.00	\$ 7,923.00	\$ -	\$ 7,923.00	95%	\$ 417.00
39	8"x8"x6" DUCTILE IRON SERVICE TEE	5.0	\$ 825.41	\$ 4,127.05	3.00	\$ 2,476.23	\$ -	\$ 2,476.23	60%	\$ 1,650.82
WATER PIPE ITEMS										
40	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTIONS (OPEN CUT)	40.0	\$ 13.39	\$ 535.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 535.60
41	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	8340.0	\$ 26.87	\$ 224,095.80	7,899.00	\$ 212,246.13	\$ -	\$ 212,246.13	95%	\$ 11,849.67
42	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	4680.0	\$ 32.38	\$ 151,538.40	5,354.00	\$ 173,362.52	\$ -	\$ 173,362.52	114%	\$ (21,824.12)
43	8" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTING)	500.0	\$ 52.33	\$ 26,165.00	1,200.00	\$ 62,796.00	\$ -	\$ 62,796.00	240%	\$ (36,631.00)
44	10" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTING)	360.0	\$ 67.53	\$ 24,310.80	200.00	\$ 13,506.00	\$ -	\$ 13,506.00	56%	\$ 10,804.80
45	TRACER WIRE SYSTEM FOR WATER	22864.0	\$ 1.33	\$ 30,409.12	20,940.50	\$ 27,850.87	\$ -	\$ 27,850.87	92%	\$ 2,558.26
TOTALS				\$ 1,738,736.13		\$ 1,805,806.41	\$ -	\$ 1,805,806.41		\$ (67,070.28)

EICDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract):		COMPREHENSIVE SEWER/WATER PHASE 8			Application Number: 19					
Application Period:		2/1/2020	TO	8/10/2020	Application Date: 10-Aug-20					
Pay Item	A	Bid Quantity	Unit Price	Bid Value	C	D	E	F	% (F)	G
	Item Description				Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)		Balance to Finish - F)
	Subtotal from Previous Page			\$ 1,738,736.13	\$	1,805,806.41	\$ -	\$ 1,805,806.41		\$ (67,070.28)
WATER CONNECTION ITEMS										
46	CUT AND CAP EXISTING WATER LINE IN PLACE	6.0	\$ 644.87	\$ 3,869.22	2.00	\$ 1,289.74	\$ -	\$ 1,289.74	33%	\$ 2,579.48
47	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-REDUCED)	1.0	\$ 1,038.87	\$ 1,038.87	2.00	\$ -	\$ -	\$ -		\$ 1,038.87
48	CONNECTION: PROPOSED 6" TO EXISTING 6" (STRAIGHT-COUPLED)	2.0	\$ 1,006.18	\$ 2,012.36	2.00	\$ 2,012.36	\$ -	\$ -	100%	\$ -
49	CONNECTION: PROPOSED 6" TO EXISTING 6" (TEE & OTHER FITTING)	3.0	\$ 1,549.82	\$ 4,649.46	2.00	\$ 3,099.64	\$ -	\$ 3,099.64	67%	\$ 1,549.82
50	CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VALVE)	8.0	\$ 3,500.42	\$ 28,003.36	12.00	\$ 42,005.04	\$ -	\$ 42,005.04	150%	\$ (14,001.68)
51	CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ VALVE)	2.0	\$ 4,419.42	\$ 8,838.84	2.00	\$ 8,838.84	\$ -	\$ 8,838.84	100%	\$ -
52	CONNECTION: PROPOSED 6" TO PROPOSED 6" (TEE & OTHER FITTING)	1.0	\$ 934.74	\$ 934.74	1.00	\$ 934.74	\$ -	\$ 934.74	100%	\$ -
53	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FITTING)	11.0	\$ 1,657.59	\$ 18,233.49	7.00	\$ 11,603.13	\$ -	\$ 11,603.13	64%	\$ 6,630.36
54	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VALVE)	1.0	\$ 4,269.28	\$ 4,269.28	2.00	\$ 8,538.56	\$ -	\$ 8,538.56	200%	\$ (4,269.28)
55	CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VALVE)	1.0	\$ 4,881.95	\$ 4,881.95	1.00	\$ 4,881.95	\$ -	\$ 4,881.95	100%	\$ -
56	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ VALVE)	3.0	\$ 6,336.12	\$ 19,008.36	4.00	\$ 25,344.48	\$ -	\$ 25,344.48	133%	\$ (6,336.12)
57	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER FITTING)	5.0	\$ 1,129.68	\$ 5,648.40	6.00	\$ 6,778.08	\$ -	\$ 6,778.08	120%	\$ (1,129.68)
58	CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER FITTING)	3.0	\$ 1,145.42	\$ 3,436.26	3.00	\$ 3,436.26	\$ -	\$ 3,436.26	100%	\$ -
WATER VALVE ITEMS										
59	6" GATE VALVE	27.0	\$ 870.57	\$ 23,505.39	25.00	\$ 21,764.25	\$ -	\$ 21,764.25	93%	\$ 1,741.14
60	8" GATE VALVE	22.0	\$ 1,162.37	\$ 25,572.14	22.00	\$ 25,572.14	\$ -	\$ 25,572.14	100%	\$ -
WATER FIRE PROTECTION ITEMS										
61	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL TEE, VALVE, ETC.)	16.0	\$ 3,703.84	\$ 59,261.44	22.00	\$ 81,484.48	\$ -	\$ 81,484.48	138%	\$ (22,223.04)
62	REMOVAL OF EXISTING FIRE HYDRANT	9.0	\$ 787.02	\$ 7,083.18	\$ -	\$ -	\$ -	\$ -		\$ 7,083.18
WATER SERVICE ITEMS										
63	SERVICE TAP (3/4") (INCL, TAPPING SADDLE, CORP STOP, ETC.)	242.0	\$ 412.88	\$ 99,916.96	192.00	\$ 79,272.96	\$ -	\$ 79,272.96	79%	\$ 20,644.00
64	SERVICE TAP (1") (INCL, TAPPING SADDLE, CORP STOP, ETC.)	33.0	\$ 760.38	\$ 25,092.54	14.00	\$ 10,645.32	\$ -	\$ 10,645.32	42%	\$ 14,447.22
65	SERVICE TUBING (OPEN CUT) (3/4")	1985.0	\$ 6.28	\$ 12,465.80	945.50	\$ 5,937.74	\$ -	\$ 5,937.74	48%	\$ 6,528.06
66	SERVICE TUBING (OPEN CUT) (1")	400.0	\$ 6.41	\$ 2,564.00	105.00	\$ 673.05	\$ -	\$ 673.05	26%	\$ 1,890.95
TOTALS				\$ 2,099,022.17		\$ 2,149,919.17	\$ -	\$ 2,149,919.17		\$ (50,897.00)

EICDC No. C-620 (2002 Edition)

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Progress Estimate

Contractor's Application

For (contract):		COMPREHENSIVE SEWER/WATER PHASE 8			Application Number: 19					
Application Period:		2/1/2020 TO 8/10/2020		Application Date: 10-Aug-20						
Pay Item	A Item Description	Bid Quantity	Unit Price	B Bid Value	C Estimated Quantity Installed	D Value	E Materials Stored (not in C)	F Total Completed and Stored to Date (D + E)	% (F)	G Balance to Finish - F)
	Subtotal from Previous Page									
67	SERVICE TUBING (BORED) (3/4")	4080.0	9.92	\$ 40,473.60		\$ 2,149,919.17	\$ -	\$ 2,149,919.17		\$ (50,897.00)
68	SERVICE TUBING (BORED) (1")	400.0	10.04	\$ 4,016.00	5,113.00	\$ 50,720.96	\$ -	\$ 50,720.96	125%	\$ (10,247.36)
69	WATER SERVICE METER (3/4")	13.0	440.65	\$ 5,728.45	124.00	\$ 1,244.96	\$ -	\$ 1,244.96	31%	\$ 2,771.04
70	WATER SERVICE METER (1")	2.0	652.32	\$ 1,304.64	13.00	\$ 5,728.45	\$ -	\$ 5,728.45	100%	\$ -
	MISCELLANEOUS CONSTRUCTION ITEMS									\$ 1,304.64
71	CRUSHED AGGREGATE (SIZE 825)	5097.0	\$ 49.58	\$ 252,709.26						
72	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	23770.0	\$ 7.68	\$ 182,553.60	7910.73	\$ 392,213.99	\$ -	\$ 392,213.99	155%	\$ (139,504.73)
73	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	1062.0	\$ 65.38	\$ 69,433.56	23117.00	\$ 177,538.56	\$ -	\$ 177,538.56	97%	\$ 5,015.04
74	HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)	50.0	\$ 332.97	\$ 16,648.50	1286.73	\$ 84,126.41	\$ -	\$ 84,126.41	121%	\$ (14,692.85)
75	9.5 MM HOT MIX ASPHALT	1652.0	\$ 133.94	\$ 221,268.88	20.10	\$ 6,692.70	\$ -	\$ 6,692.70	40%	\$ 9,955.80
76	19 MM HOT MIX ASPHALT	1273.0	\$ 173.59	\$ 220,980.07	1148.13	\$ 153,780.53	\$ -	\$ 153,780.53	69%	\$ 67,488.35
77	CONCRETE SIDEWALK REPAIR (ALL DEPTHS)	55.0	\$ 66.59	\$ 3,662.45		\$ -	\$ -	\$ -		\$ 220,980.07
78	CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)	370.0	\$ 96.86	\$ 35,838.20	277.80	\$ 18,498.70	\$ -	\$ 18,498.70	505%	\$ (14,836.25)
79	CONCRETE DITCH REPAIR	95.0	\$ 26.64	\$ 2,530.80	536.00	\$ 51,916.96	\$ -	\$ 51,916.96	145%	\$ (16,078.76)
80	CLASS "B" CONCRETE, MINOR STRUCTURES	10.0	\$ 1,816.20	\$ 18,162.00	578.75	\$ 15,417.90	\$ -	\$ 15,417.90	609%	\$ (12,887.10)
81	REINFORCING STEEL	470.0	\$ 4.18	\$ 1,964.60	4.17	\$ 7,573.55	\$ -	\$ 7,573.55	42%	\$ 10,588.45
82	INLET GRATINGS	765.0	\$ 6.87	\$ 5,255.55	153.00	\$ 639.54	\$ -	\$ 639.54	33%	\$ 1,325.06
83	INLET CASTINGS	79.0	\$ 6.20	\$ 489.80	127.00	\$ 872.49	\$ -	\$ 872.49	17%	\$ 4,383.06
84	12" CORRUGATED HDPE PIPE (DUAL WALL)	64.0	\$ 25.55	\$ 1,635.20		\$ -	\$ -	\$ -		\$ 489.80
85	15" CORRUGATED HDPE PIPE (DUAL WALL)	20.0	\$ 40.48	\$ 809.60	485.00	\$ 12,391.75	\$ -	\$ 12,391.75	758%	\$ (10,756.55)
86	12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	32.0	\$ 30.83	\$ 986.56	20.00	\$ 809.60	\$ -	\$ 809.60	100%	\$ -
87	15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	370.0	\$ 27.86	\$ 10,308.20	26.00	\$ 801.58	\$ -	\$ 801.58	81%	\$ 184.98
88	18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	210.0	\$ 32.66	\$ 6,858.60	160.00	\$ 4,457.60	\$ -	\$ 4,457.60	43%	\$ 5,850.60
89	18"x11" REINFORCED CONCRETE ARCH PIPE (CLASS 3) (PLASTIC	76.0	\$ 50.08	\$ 3,806.08	203.00	\$ 6,629.98	\$ -	\$ 6,629.98	97%	\$ 228.62
90	REMOVAL OF EXISTING PIPE CROSS DRAINS (ALL SIZES AND DE	750.0	\$ 2.42	\$ 1,815.00	88.00	\$ 4,407.04	\$ -	\$ 4,407.04	116%	\$ (600.96)
	TOTALS			\$ 3,208,261.37	697.00	\$ 1,686.74	\$ -	\$ 1,686.74	93%	\$ 128.26
				\$		\$ 3,148,069.16	\$	\$ 3,148,069.16		\$ 60,192.21

ELCDC No. C-620 (2002 Edition)

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Contractor's Application

EJCDC No. C-620 (2002 Edition)

Monthly Totals

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	TOTAL
	DESCRIPTION	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
CAMP STREET AREA																					
SEWER PIPE ITEMS																					
1	10" DIA. 24" PVC SEWER PIPE (14.47)																				2172.18
2	10" DIA. 24" PVC SEWER PIPE (14.47)																				6026.49
3	10" DIA. 24" PVC SEWER PIPE (14.47)																				3193.55
4	10" DIA. 24" PVC SEWER PIPE (14.47)																				788.78
5	10" DIA. 24" PVC SEWER PIPE (14.47)																				108
6	10" DIA. 24" PVC SEWER PIPE (14.47)																				429
7	10" DIA. 24" PVC SEWER PIPE (14.47)																				354.29
8	10" DIA. 24" PVC SEWER PIPE (14.47)																				541.71
9	10" DIA. 24" PVC SEWER PIPE (14.47)																				134
10	10" DIA. 24" PVC SEWER PIPE (14.47)																				76
11	10" DIA. 24" PVC SEWER PIPE (14.47)																				400
12	10" DIA. 24" PVC SEWER PIPE (14.47)																				12
13	10" DIA. 24" PVC SEWER PIPE (14.47)																				38
14	10" DIA. 24" PVC SEWER PIPE (14.47)																				137.82
15	10" DIA. 24" PVC SEWER PIPE (14.47)																				194.94
16	10" DIA. 24" PVC SEWER PIPE (14.47)																				19
17	10" DIA. 24" PVC SEWER PIPE (14.47)																				32
18	10" DIA. 24" PVC SEWER PIPE (14.47)																				9
19	10" DIA. 24" PVC SEWER PIPE (14.47)																				1
20	10" DIA. 24" PVC SEWER PIPE (14.47)																				1
21	10" DIA. 24" PVC SEWER PIPE (14.47)																				1
22	10" DIA. 24" PVC SEWER PIPE (14.47)																				1

Monthly Totals

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	TOTAL
	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
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Monthly Totals

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	TOTAL
	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
WATER CONNECTION ITEMS																				
46	CUT AND CAP EXISTING WATER LINE IN PLACE																			
47	CONNECTION, PROPOSED 8" TO EXISTING 2" (STRAIGHT REDUCER AND COUPLING)																			
48	CONNECTION, PROPOSED 8" TO EXISTING 6" (STRAIGHT COUPLING)																			
49	CONNECTION, PROPOSED 8" TO EXISTING 6" (TEE & OTHER FITTINGS)																			
50	CONNECTION, PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)																			
51	CONNECTION, PROPOSED 8" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)																			
52	CONNECTION, PROPOSED 8" TO PROPOSED 8" (TEE & OTHER FITTINGS)																			
53	CONNECTION, PROPOSED 8" TO EXISTING 6" (TEE & OTHER FITTINGS)																			
54	CONNECTION, PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)																			
55	CONNECTION, PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)																			
56	CONNECTION, PROPOSED 8" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)																			
57	CONNECTION, PROPOSED 8" TO PROPOSED 8" (TEE & OTHER FITTINGS)																			
58	CONNECTION, PROPOSED 8" TO PROPOSED 8" (TEE & OTHER FITTINGS)																			
59	8" GATE VALVE																			
60	8" GATE VALVE																			
61	7 WAY FIRE HYDRANT w/ APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TAG, PIPE, & OTHER FITTINGS)																			
62	REMOVAL OF EXISTING FIRE HYDRANT																			
63	WATER SERVICE ITEMS																			
64	14 INCH TAP (14") (WEL, TAPPING MACHINE, COMP STOP, ETC.)																			
65	SERVICE TAP (12") (WEL, TAPPING MACHINE, COMP STOP, ETC.)																			
66	SERVICE TAPPING (12") (WEL, TAPPING MACHINE, COMP STOP, ETC.)																			
67	SERVICE TAPPING (12") (WEL, TAPPING MACHINE, COMP STOP, ETC.)																			
68	SERVICE TAPPING (12") (WEL, TAPPING MACHINE, COMP STOP, ETC.)																			
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71	SERVICE TAPPING (12") (WEL, TAPPING MACHINE, COMP STOP, ETC.)																			
72	SERVICE TAPPING (12") (WEL, TAPPING MACHINE, COMP STOP, ETC.)																			
73	SERVICE TAPPING (12") (WEL, TAPPING MACHINE, COMP STOP, ETC.)																			
74	SERVICE TAPPING (12") (WEL, TAPPING MACHINE, COMP STOP, ETC.)																			
75	SERVICE TAPPING (12") (WEL, TAPPING MACHINE, COMP STOP, ETC.)																			
76	SERVICE TAPPING (12") (WEL, TAPPING MACHINE, COMP STOP, ETC.)																			
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92	SERVICE TAPPING (12") (WEL, TAPPING MACHINE, COMP STOP, ETC.)																			
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94	SERVICE TAPPING (12") (WEL, TAPPING MACHINE, COMP STOP, ETC.)																			
95	SERVICE TAPPING (12") (WEL, TAPPING MACHINE, COMP STOP, ETC.)																			
96	SERVICE TAPPING (12") (WEL, TAPPING MACHINE, COMP STOP, ETC.)																			
97	SERVICE TAPPING (12") (WEL, TAPPING MACHINE, COMP STOP, ETC.)																			
98	SERVICE TAPPING (12") (WEL, TAPPING MACHINE, COMP STOP, ETC.)																			
99	SERVICE TAPPING (12") (WEL, TAPPING MACHINE, COMP STOP, ETC.)																			
100	SERVICE TAPPING (12") (WEL, TAPPING MACHINE, COMP STOP, ETC.)																			

Monthly Totals

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Monthly Totals

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	TOTAL
DESCRIPTION	Quantity Installed	Quantity Installed	Quantity Installed	Quantity Installed	Quantity Installed	Quantity Installed	Quantity Installed	Quantity Installed	Quantity Installed	Quantity Installed	Quantity Installed	Quantity Installed	Quantity Installed	Quantity Installed	Quantity Installed	Quantity Installed	Quantity Installed	Quantity Installed	Quantity Installed	Quantity Installed
91 REMOVAL OF EXISTING CORRUGATED HDPE PIPE (ALL SIZES AND GUTTERS) AND RESET																				
92 REMOVE, SALVAGE, AND RESET EXISTING WOOD FENCE																				
93 REMOVE, SALVAGE, AND RESET EXISTING MET WIRE FENCE																				
94 REMOVE, SALVAGE, AND RESET EXISTING CHAIN LINK FENCE																				
95 4" YELLOW POLYPROPYLENE SETBACK TRAFFIC STRIPS																				
96 LEGEND WHITE THERMOPLASTIC TRAFFIC MARKING (5' EQUIVALENT)																				
97 SEDJO (INCL. SED, TOP SOIL, RETAINER, WATERING, ETC.)																				
98 LANDSCAPE RESTORATION (INCL. TOP SOIL, PLANTS, MULCH, WATERING, ETC.)																				
100 LIGHTING AND FIRMING																				
101 TEMPORARY EROSION CONTROL																				
102 MAINTENANCE OF TRAFFIC																				
103 JACKUP EDITION																				
104 8" X 12" POLYUREA																				
105 12" X 12" POLYUREA																				
106 48" PRECAST INTERLOCK MANHOLE S-10																				
107 24" PRECAST INTERLOCK MANHOLE S-10																				
108 24" PRECAST INTERLOCK MANHOLE S-10																				
109 24" PRECAST INTERLOCK MANHOLE S-10																				
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114 24" PRECAST INTERLOCK MANHOLE S-10																				
115 24" PRECAST INTERLOCK MANHOLE S-10																				
116 24" PRECAST INTERLOCK MANHOLE S-10																				
117 24" PRECAST INTERLOCK MANHOLE S-10																				
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CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

August 26, 2020
Project No: 11256
Invoice No: 21597

Project Manager Kyle Wallace
Project 11256 CIPP Sewer in Various Locations

Professional Services from July 26, 2020 to August 22, 2020

Phase CM Construction Phase Services

Professional Personnel

	Hours	Rate	Amount	
RESIDENT PROJECT REPRESENTATIVE				
Jackson, Terry	26.00	85.00	2,210.00	
PROJECT ENGINEER				
Wallace, Kyle	17.50	175.00	3,062.50	
Weeks, John	8.00	175.00	1,400.00	
Totals	51.50		6,672.50	
Total Labor				6,672.50
		Total this Phase		\$6,672.50
		Total this Invoice		\$6,672.50

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

093695.7220.75
MB 2011-4/89-110



CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

August 26, 2020
Project No: 1273-S012
Invoice No: 21602

Project Manager Kyle Wallace

Project 1273-S012 COMSWIP Sewer Improv. Phase XII - J Ed Turner & Forrest Ave.

Professional Services from July 26, 2020 to August 22, 2020

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount	
RESIDENT PROJECT REPRESENTATIVE				
Phillips, Michael	23.00	85.00	1,955.00	
Tingle, William	104.00	95.00	9,880.00	
RESIDENT PROJECT REPRESENTATIVE				
Broome, Blake	110.00	45.00	4,950.00	
PROJECT ENGINEER				
Wallace, Kyle	12.50	175.00	2,187.50	
Totals	249.50		18,972.50	
Total Labor				18,972.50
		Total this Phase		\$18,972.50
		Total this Invoice		\$18,972.50

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

093695. 7220.74
MB 2011-4/89-110



CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

August 26, 2020
Project No: 1273-S010
Invoice No: 21621

Project Manager John Weeks
Project 1273-S010 ComSWIP Sewer Phase VIII - Camp St. Area

Professional Services from July 26, 2020 to August 22, 2020

Phase CM Construction Phase Services

Professional Personnel

	Hours	Rate	Amount	
RESIDENT PROJECT REPRESENTATIVE				
Tingle, William	14.00	95.00	1,330.00	
PROJECT ENGINEER				
Weeks, John	10.00	175.00	1,750.00	
Totals	24.00		3,080.00	
Total Labor				3,080.00
		Total this Phase		\$3,080.00
		Total this Invoice		\$3,080.00

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

093695, 7220, 70

MB 2011-4/89-110



CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

August 26, 2020
Project No: 11258
Invoice No: 21632

Project Manager Shea McNease

Project 11258 Infrastructure Improvements on Katie Ave & Arledge St

Professional Services from July 26, 2020 to August 22, 2020

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount	
RESIDENT PROJECT REPRESENTATIVE				
Jackson, Terry	17.00	85.00	1,445.00	
PROJECT ENGINEER				
McNease, Shea	4.50	175.00	787.50	
Totals	21.50		2,232.50	
Total Labor				2,232.50
		Total this Phase		\$2,232.50
		Total this Invoice		\$2,232.50

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

093695.7245.13

MB 2018-25

Hattiesburg, Mississippi does hereby certify to Regions Bank, as trustee in respect to the referenced Bonds (the Trustee”):

- (1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
- (2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Series 2016 Project Fund Construction Account.
- (3) Each of the items was reasonable and necessary in connection with the “Construction Project” being financed pursuant to the Loan Agreement dated as of August 18, 2016 (the “Loan Agreement”).
- (4) The payment herein authorized and approved is a proper charge against the Series 2016 Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
- (5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Title: Mayor or City Clerk
(Authorized City Representative)

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 71 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **71** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$203,760.56** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. **71** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Two Hundred Three Thousand Seven Hundred Sixty and 56/100 dollars (\$203,760.56)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 3. The Mayor and City Clerk are hereby authorized and directed for and on behalf of the City to take any and all action as may be required by the City to carry out and give effect to the aforesaid documents authorized pursuant to this Resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Resolution in order to evidence the authority.

ABSENT:

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 **8th** day of **September, 2020**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **8th** day of **September, 2020**.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

Hattiesburg, Mississippi does hereby certify to Regions Bank, as trustee in respect to the referenced Bonds (the Trustee”):

- (1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
- (2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Series 2016 Project Fund Construction Account.
- (3) Each of the items was reasonable and necessary in connection with the “Construction Project” being financed pursuant to the Loan Agreement dated as of August 18, 2016 (the “Loan Agreement”).
- (4) The payment herein authorized and approved is a proper charge against the Series 2016 Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
- (5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Title: Mayor or City Clerk
(Authorized City Representative)

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, September 8, 2020

Re: Approve Supplemental Agreement No. 1 with Webster Electric Company, Inc. for the 38th Avenue Roadway Improvements project (Project No. STP-0210-00(036)LPA/108080-701000) to reflect the addition of a polymer cement surface system for a contract increase of \$27,730.04 and authorize Mayor to execute in duplicate.
File Number: 2020-623
Minute Book #

Summary

Approve Supplemental Agreement No. 1 with Webster Electric Company, Inc. for the 38th Avenue Roadway Improvements project (Project No. STP-0210-00(036)LPA/108080-701000) to reflect the addition of a polymer cement surface system for a contract increase of \$27,730.04; Authorize Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the September 8, 2020 City Council meeting for consideration.

City of Hattiesburg
Project No. STP-0210-00(036)LPA/108080-701000

SUPPLEMENTAL AGREEMENT NO. 1

WHEREAS, WE, Webster Electric Company, Inc., Contractor, and Travelers Casualty and Surety Company of America, Surety, entered into a contract with the City of Hattiesburg, LPA, on the 24th day of February, 2020, for the construction of Federal Aid Project No. STP-0210-00(036)LPA/108080-701000, Forrest county; and

WHEREAS: The Project consists of lighting, asphalt paving, striping, traffic signal, and median landscape islands; AND

WHEREAS: During the course of construction, The LPA requested that a polymer cement surface system be included in the project for crosswalks; AND

WHEREAS: The LPA has reviewed the Contractor's price for the polymer cement surface system and found it to be fair and equitable; 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
907-417-A001-S/A	Polymer Cement Surface System	SY	206.11	\$134.54	\$27,730.04

Total Amount of Supplemental Agreement No. 1	+\$27,730.04
Original Contract Amount	\$1,191,322.20
Total Revised Contract Amount	\$1,219,052.24

NOW, THEREFORE, It is mutually agreed by all parties concerned that 5 working days will be added to the project for this work, revising the total working days for the Contract from 75 to 80. It is mutually agreed that the above stated price and time extension is full and final compensation for all materials, equipment, labor, incidentals, and delays necessary to complete 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.

This Supplemental Agreement has been discussed with Chuck Starita, P.E., District LPA Coordinator, Gabe Faggard, P.E., MDOT Construction Area Engineer, and Greg Grondin, P.E., Assistant State Construction Engineer.

APPROVED:

City of Hattiesburg
Project No. STP-0210-00(036)LPA/108080-701000
SUPPLEMENTAL AGREEMENT NO. 1
SUPPLEMENTAL SHEET

DETAIL EXPLANATION OF NECESSITY OF WORK INVOLVED:

The LPA requested a polymer cement surface system to be included in the project for crosswalks.

The Time request for 5 working days is based on 5 days of installation of the Polymer Cement Surface System.

JUSTIFICATION OF UNIT PRICES SUBMITTED:

The submitted prices were compared to MDOT's attached data average and found to be within the allowable range for comparable work



Project Professional

LPA Official



CONTRACTOR

{If additional space is needed use extra sheets.}



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, September 8, 2020

Re: Approve Pay Estimate No. 6 & Final to Wildstone Construction Services, LLC for construction services on the Camp Street Improvements - 25th Avenue to 19th Avenue Project; Approve final acceptance of said project and authorize issuance of manual check in payment of final pay estimate.
File Number: 2020-631
Minute Book #

Summary

Approve Pay Estimate No. 6 & Final to Wildstone Construction Services, LLC for construction services on the Camp Street Improvements - 25th Avenue to 19th Avenue Project; Approve final acceptance of said project; Authorize issuance of manual check in payment of final pay estimate.

Recommendation Statement

I recommend approval of this item.

Please place this on the September 8, 2020 City Council meeting for consideration.

August 26, 2020
N-S Project No. 15481.000

Lamar Rutland, P.E.
Director of Engineering
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

REFERENCE: CONTRACTORS FINAL ESTIMATE
CITY OF HATTIESBURG
CAMP STREET IMPROVEMENTS – 25TH AVENUE TO 19TH AVENUE

Dear Mr. Rutland:

Enclosed are three (3) originals of the Contractor's Final Estimate along with Final Close-Out Documents for the referenced project. I have reviewed the Contractor's Final Estimate and find the pay application to be in order. I, therefore, recommend payment to the contractor Wildstone Construction Services, in the amount of \$24,024.47 for work completed.

Please call me at 545-1565 if you have any questions or need additional information.

Sincerely,

NEEL-SCHAFFER, INC.



Geoffrey Crosby, P.E.
Senior Project Manager

Enclosures

RECEIVED
8/26/20

093695.7220.69



August 20, 2020

Neel-Schaffer, Inc.
Attn: Geoffrey Crosby
P.O. Box 1487
Hattiesburg, MS 39403-1487

Re: Camp Street Improvements
City of Hattiesburg

Mr. Crosby:

Wildstone Construction Services, LLC certifies that all subcontractors and all project related debts in connection with the project have been paid in full, and there are no liens that have been filed against the project. All work has been completed in accordance with the plans and specifications for the project.

Wildstone Construction Services, LLC warrants and guarantees to the Owner (City of Hattiesburg) that all work was built in accordance with the Contract Documents and will not be defective. The one year construction warranty period for this project began on August 17, 2020 and will end on August 17, 2021.

Sincerely,

Emily B Rut

Emily B. Rut
President



Rhonda J. Foxx
Notary Public in the
County of Madison
State of Mississippi
My Commission Expires:
August 3, 2024

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

Bond No. GS52800008

TO OWNER:
(Name and address)

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

PROJECT:
(Name and address)

Camp Street Improvements, 25th Avenue to 19th Avenue, City of Hattiesburg, Mississippi

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: See Below

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

The Gray Casualty & Surety Company
P.O. Box 6202
Metairie, LA 70009-6202

on bond of
(Insert name and address of Contractor)

Wildstone Construction Services, LLC
P.O. Box 1122
Madison, MS 39130

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to
(Insert name and address of Owner)

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: August 20, 2020
(Insert in writing the month followed by the numeric date and year.)

Attest:
(Seal): 
Brady Buckley - Witness



The Gray Casualty & Surety Company

(Surety)

By: 

(Signature of authorized representative)

Trina Cobb Attorney-in-Fact

(Printed name and title)

Resident Mississippi Agent
Fisher Brown Bottrell Insurance, Inc.

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY
GENERAL POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS, THAT **The Gray Insurance Company** and **The Gray Casualty & Surety Company**, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Trina Cobb**

on behalf of each of the Companies named above its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.

Surety Bond Number: GS52800008

Principal: Wildstone Construction Services, LLC

Obligee: City of Hattiesburg

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both **The Gray Insurance Company** and **The Gray Casualty & Surety Company** at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, **The Gray Insurance Company** and **The Gray Casualty & Surety Company** have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.



By:


Michael T. Gray
President, **The Gray Insurance Company**
and
Vice President,
The Gray Casualty & Surety Company

Attest:


Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of **The Gray Insurance Company** and Vice President of **The Gray Casualty & Surety Company**, and Mark S. Manguno, Secretary of **The Gray Insurance Company** and **The Gray Casualty & Surety Company**, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.





Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of **The Gray Insurance Company** and **The Gray Casualty & Surety Company**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 20th day of August, 2020.




Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

PROJECT:

Camp Street Improvements
25th Avenue to 19th Avenue

FROM CONTRACTOR:

Wildstone Construction Services, LLC
PO Box 1122
Madison, MS 39130

VIA ENGINEER:

Neel-Schaffer, Inc.
704 Hardy Street
Hattiesburg, MS 39401

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 341,006.50
2. Net change by Change Orders \$ \$31,880.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 372,886.50
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ \$356,989.49
5. RETAINAGE:
 - a. 5 % of Completed Work \$0.00
(Column D + E on G703)
 - b. 5 % of Stored Material \$0.00
(Column F on G703)
 Total Retainage (Lines 5a + 5b or
(Column I of G703) \$ -
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 356,989.49
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ \$332,965.02
8. CURRENT PAYMENT DUE \$ 24,024.47
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ ~~45,897.01~~ **24,024.47**

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	-
Total approved this Month	\$31,880.00	-
TOTALS	\$31,880.00	-
NET CHANGES by Change Order		\$31,880.00

Application for Payment

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

APPLICATION NO: 6

Distribution to:

PERIOD TO: 08/17/20 X OWNER

PROJECT NO: X ENGINEER

CONTRACT DATE: 10/21/19 CONTRACTOR

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Emily B. Put

Date: 8-20-2020

State of: Mississippi County of: Madison

Subscribed and sworn to before me this 20th day of August 2020

Notary Public: Rhonda J. Fox My Commission Expires: August 3, 2024



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ **24,024.47**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and only Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Jeffrey C. G...

Date: 08/26/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Wildstone Construction Services, LLC
PO Box 1122

(Schedule of Value - Work in Place)

Madison, MS 39130

Phase Code & Category:

Progress Invoice No:Continuation Form: Page 2 of Date: 8/20/2020

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Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, September 8, 2020

Re: Approve Memorandum of Understanding (MOU) between the City of Hattiesburg and Borden Dairy of Alabama, LLC related to Borden's wastewater pretreatment permit and the calculation of billing surcharges and authorize the Mayor to execute in duplicate.
File Number: 2020-621
Minute Book #

Summary

Approve plans and specifications for the Lamar Boulevard Reconstruction Project and authorize publication of Advertisement for Bids.

Recommendation Statement

I recommend approval of this item.

Please place this on the September 8, 2020 City Council meeting for consideration.

**MEMORANDUM OF UNDERSTANDING
BETWEEN BORDEN DAIRY OF ALABAMA, LLC
AND THE CITY OF HATTIESBURG**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between Borden Dairy of Alabama, LLC (hereinafter referred to as “Borden”) and the City of Hattiesburg (hereinafter referred to as “City”).

2. **Purpose.** The purpose of this MOU is to (1) establish the terms and conditions under which Borden and the City shall implement Sec. 21-33 of the Code of Ordinances of the City of Hattiesburg, METHOD OF BILLING SURCHARGE and (2) establish the revised parameters of the wastewater pretreatment permit held by Borden.

3. **Term of MOU.** This MOU is effective on the first day of the month in which a modified pretreatment permit is issued by the Mississippi Department of Environmental Quality. This MOU may be terminated, without cause, by either party upon written notice, which notice shall be delivered by hand or by certified mail.

4. **Responsibilities of Borden.** Borden shall prepare a surcharge calculation for each month in accordance with Attachment 1. The calculations shall be submitted on a quarterly basis, due on the 28th of the month following the quarter to which the calculation applies. Payment of the quarterly total shall be due on the same day as the calculation

6. **Responsibilities of the City.** The City shall submit to MDEQ approval of the request made by Borden to modify pretreatment permit MSP091493. The revised parameters are shown in Attachment 2.

7. **General Provisions**

A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

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8. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

BORDEN DAIRY OF ALABAMA, LLC

Jared Istre 8-14-20
[Name and Title] Date
Operations Mgr

Jared Istre
[Name and Title] Date

CITY OF HATTIESBURG

[Name and Title] Date

[Name and Title] Date

ATTACHMENT 2

REVISED PRETREATMENT PERMIT LIMITS

1. All current permit limits other than those listed shall remain in effect. The revised permit parameters shall be approved by the City as follows:

BOD₅

Monthly Average Concentration: 800 mg/l

Daily Maximum Concentration: 1,200 mg/l

Monthly Average Mass: 1,000 lb/d

Daily Maximum Mass: 1,500 lb/d

TSS

Monthly Average Concentration: 855 mg/l

Daily Maximum Concentration: 1,280 mg/l

Monthly Average Mass: 1,070 lbs/d

Daily Maximum Mass: 1,605 lbs/d

ATTACHMENT 1

CALCULATION OF WASTEWATER SURCHARGE FEES

1. The industrial waste surcharge shall be based on the following formula, with the total applied to the monthly bill:

$$\{A(C-240) + B(D-300)\} 8.34 \times E \times F = \text{Surcharge payment (\$/Month)}$$

Where:

- A Surcharge Rate for BOD, in \$/Pound.
- B Surcharge Rate for TSS, in \$/Pound.
- C Industrial User's BOD Concentration, in mg/l.
- D Industrial User's TSS Concentration, in mg/l.
- E Industrial User's Average Daily Flow, in million gallons per day.
- F Number of Days in Month

2. No reduction in sewage service charges, fees, or taxes shall be permitted because of the fact that certain industrial wastes discharged to the sewage works contain less than 240 mg/l of BOD, 300 mg/l of TSS



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Anthony Parker

cc: Kermas Eaton, City Clerk

Date: Tuesday, September 8, 2020

Re: Approve Task Force Agreement between the Hattiesburg Police Department and the United State Department of Justice, Drug Enforcement Administration (hereinafter "DEA") concerning the use and abuse of controlled substances and authorizing the Mayor or designee to execute the same.
File Number: 2020-604
Minute Book #

Summary

Agreement with the United States Department of Justice, Drug Enforcement Administration

Recommendation Statement

I recommend approval of the agreement with the United States Department of Justice, Drug Enforcement Administration

Please place this on the September 8, 2020 City Council meeting for consideration.

**Drug Enforcement Administration
New Orleans Field Division
STATE AND LOCAL HIDTA TASK FORCE AGREEMENT
Mississippi - Hattiesburg**

This agreement is made this 1st day of October 2020, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Hattiesburg Police Department, ORI# (hereinafter "**HPD**"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the Hattiesburg area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Mississippi, the parties hereto agree to the following:

1. The Hattiesburg HIDTA Task Force Will perform the activities and duties described below:

a. disrupt the illicit drug traffic in the Hattiesburg area by immobilizing targeted violators and trafficking organizations;

b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the task force's activities will result in effective prosecution before the courts of the United States and the State of Mississippi.

2. To accomplish the objectives of the Hattiesburg HIDTA Task Force, the **HPD** agrees to detail one (1) experienced officer(s) to the Hattiesburg HIDTA Task Force for a period of not less than two years. During this period of assignment, the **HPD** officers will be under the direct supervision and control of DEA supervisory personnel assigned to the task force.

3. The **HPD** officers assigned to the task force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the task force.

4. The **HPD** officers assigned to the task force shall be deputized as task force officers of DEA pursuant to 21 USC 878.

5. To accomplish the objectives of the Hattiesburg HIDTA Task Force, DEA will assign one (1) Special Agents to the task force. HIDTA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and HPD officers assigned to the task force. This support will include: office space, office supplies travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.

6. During the period of assignment to the Hattiesburg HIDTA Task Force, the HPD will remain responsible for establishing the salaries and benefits, including overtime, of the officers assigned to the Task force and for making all payments due them. HIDTA will, subject to availability of funds, reimburse the HPD for the equivalent of 25% of a GS-12, Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted **monthly** or **quarterly** on a fiscal year basis, and which provides the names of the investigators who incurred overtime for DEA during the invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. Invoices must be submitted at least quarterly within 10 business days of the end of the invoiced period. **Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses.**

7. In no event will the HPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The HPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The HPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The HPD shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of six(6) years after termination of this agreement, whichever is later.

10. The HPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The **HPD** agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, suspension and Other Responsibility Matters; and drug-Free Workplace Requirements. The **HPD** acknowledges that this agreement will not take effect and no federal funds will be awarded until the completed certification is received.

12. When issuing statements, press releases requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or part with federal money, the **HPD** shall clearly state: (1) percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the program or project.

13. While on duty and acting on task force business, the officers assigned to the HIDTA task force shall be subject to all DEA and federal government rules, regulations and procedures governing the use of OGV's for home to work transportation and for personal business. The HIDTA Executive Committee acknowledges that the United States is liable for the actions of task force officer, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Torts Claim Act.

14. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2021. This agreement may be terminated by either party on 30 days advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. HIDTA will be responsible only for obligations incurred by **HPD** during the term of this agreement.

For the Drug Enforcement Administration:

Brad L. Byerley

Special Agent in Charge

Date: _____

For the **Hattiesburg Police Department**

Name

Title

Date: _____



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers, (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; 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;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart E, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Check ☐ if there are workplace on file that are not identified here.

Section 67. 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 40617.

Check ☐ if the State has elected to complete OJP Form 40617.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection with any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Hattiesburg Police Department
300 Klondyke St. Hattiesburg, MS 39401

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

Hattiesburg HIDTA Task Force

4. Typed Name and Title of Authorized Representative

Anthony Parker, Chief

5. Signature

6. Date



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, September 8, 2020

Re: Approve revised HOME Homeowner Rehabilitation Policies and Procedures Program Manual (Dated 08/07/2020). {Entitlement}
File Number: 2020-602
Minute Book #

Summary

Approve revised HOME Homeowner Rehabilitation Policies and Procedures Program Manual (Dated 08/07/2020). {Entitlement}

Recommendation Statement

I recommend approval of revised HOME Homeowner Rehabilitation Policies and Procedures Program Manual (Dated 08/07/2020). {Entitlement}

Please place this on the September 8, 2020 City Council meeting for consideration.



HOME

Owner-Occupied Housing Rehabilitation Program

POLICIES & PROCEDURES MANUAL

Update: August 7, 2020



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HOME Owner-Occupied Housing Rehabilitation Program Policies and Procedures Manual

PURPOSE

The purpose of these guidelines is to establish policies, guidelines and procedure which will govern the Owner-Occupied Housing Rehabilitation Program administered by the City of Hattiesburg Urban Development Community Development Division (CoHCDD). This document is not intended to supersede any federal or state regulations pertaining to housing. Federal and/or state rule shall prevail in the event of conflict relating to the guidelines contained within.

The Owner-Occupied Housing Rehabilitation Program is funded through the U. S. Department of Housing and Urban Development (HUD).

Statutes and Regulations:

The Owner-Occupied Housing Rehabilitation Program utilizes Federal funds. The following Statutes and Regulations govern the program and are the source of the policies in this document.

- 1.1.3. HOME Program: (Home Investment Partnership Program) Federal Regulation: 24 CFR 92.

GOALS OF THE PROGRAM

The primary goals of this program:

- To provide housing assistance to extremely low, very low and low-income households;
- To preserve the City's existing housing stock;
- To strengthen the City's tax base;
- To reduce Lead Based Paint Hazards; and
- To prevent the spread of blight in the City of Hattiesburg

I. Affirmative Marketing Policy

Procedures for Implementing an Affirmative Fair Housing Marketing Plan

The CoHCDD is committed to the goals of affirmative marketing that will be implemented through the following procedures:

- A. Providing equal service without regard to race, color, religion, sex, handicap, familial status, or national origin of any client, customer, or resident of any community;
- B. Ensuring that the project/administrative staff have read and understood the Fair Housing Act, and the purpose and objectives of the Plan
- C. Informing clients and customers about their rights and responsibilities under the fair housing laws by providing verbal and written information;

- D. Evaluating the effectiveness and compliance of all marketing as it relates to fair housing;
- E. Including the *Equal Opportunity* logo or slogan, and where applicable the accessibility logotype, in all ads, brochures, and written communications to owners and potential tenants;
- F. Displaying the HUD's fair housing posters (at a minimum, English and Spanish versions);
- G. Soliciting applications from persons in the housing market who are least likely to apply for assistance without the benefit of special out - reach efforts; working with the local public housing authority and other service and housing agencies to distribute information to a wide and diversified population;
- H. Maintaining documentation of all marketing efforts (such as copies of newspaper ads, memos of phone calls, copies of letters).
- I. Maintaining a record of applicants with a general profile of the applicant, how the applicant learned of the vacancy, the outcome of the application, and if rejected, why; maintaining this record for two years or through one compliance audit, whichever is the shorter period of time.

Assessment

In conjunction with the annual on-site compliance reviews, the CoHCDD will:

- Review and evaluate records of affirmative marketing efforts (advertisements, flyers, and electronic media spots, etc.);
- Evaluate outcomes and effectiveness of marketing efforts and make changes where needed.
- Evaluate whether good faith efforts have attracted a diversified cross-section of the eligible population.

Corrective Actions

Failure to meet affirmative marketing requirements will result in the following corrective actions:

- **For failure to comply**, CoHCDD will set a probationary period for compliance, not to exceed six months, during which time the CoHCDD will provide more specific guidelines for compliance.
- **Further failure to comply** with the affirmative marketing requirements may result in the withdrawal of HOME support.
- **Further failure** to make appropriate actions to correct discrepancies in affirmative marketing programs may result in steps to recover all invested HOME funds.

Establish System for Documenting Outreach

- A. Establish a system for documenting activities and maintaining records of such AFH activities. At minimum, the sub-grantee must maintain documentation pertaining to:
 - 1. The special outreach activities undertaken to attract groups that are least likely to apply and also the general public that applies for the housing;
 - 2. How the groups considered least likely to apply were identified;
 - 3. Race and ethnicity of all persons applying for the housing; and
 - 4. Race and ethnicity of all individuals who visited the project in person.
 - 5. A copy of training materials used to train project management/staff on Federal, State local civil rights laws and fair housing laws;
 - 6. The selection of the community contacts who assisted or may assist in implementing the Plan. In addition, the sub-grantee must:
 - a. List, with names and addresses, groups or organizations identified as serving least likely to apply populations and those serving special populations who may be served by the project, including those with physical disabilities.
 - b. List, with names and addresses, community contact(s) that serve the disabled community, such as an independent living center (ILC).
 - c. Indicate the method of contact for each of these outreach organizations e.g., community meetings, brochures, briefing sessions, etc., approximate date the group or individuals are to be contacted and how the project manager/agent/sub-grantee will document such contact.
 - 7. Communications with community contacts listed in the Plan;
 - 8. Copies of public advertisements, brochures, leaflets, etc.;
 - 9. The training given to staff on Federal, State and local civil rights laws;
 - 10. Sub-grantees and all agencies must develop an affirmative marketing report that includes summaries of affirmative marketing efforts. The report details affirmative marketing activities and identifies actions to undertake or to correct any non-compliance with affirmative marketing policies or to mitigate any non-performance problems in implementing plans. If corrective measures have been identified, actions taken on such measures must be reported. The COH-UDD may review reports at any time to determine compliance with affirmative marketing regulations.
 - 11. Sub-grantees and all agencies must keep a record of complaints of unfair marketing and must notify the COH-UDD in writing of the complaint.

Affirmative Fair Housing Marketing Recordkeeping

- A. The documentation of activities should be maintained in the project file. This information must be collected and maintained during the federal period of affordability and must be made available for review throughout the period.
- B. Up-to-date records based on census data, application and surveys about community residents, applicants for housing units, residents of the project, and records about tenant selection or rejection must be kept in the project file.
- C. Racial and ethnic data on all persons applying for housing units and participants must be collected and kept in the project file.

- D. Data obtained voluntarily from applicants with disabilities should be collected and kept in a separate file.
- E. Examples of documentation that should be maintained include:
 - 1. Copies of newspaper advertisements and flyers or other printed material used;
 - 2. Copies of mailing lists to organizations that were sent flyers and other material;
 - 3. Copies of press releases and description of circulation;
 - 4. Evidence of broadcast of television and radio advertisement ;
 - 5. Photographs of site signs;
 - 6. The racial, ethnic and gender characteristics of tenants;
 - 7. List the names and addresses, of groups or organizations identified as serving least likely to apply populations and those serving special populations who may be served by the project, including those with physical disabilities; and
 - 8. List the names and addresses, of community contact(s) that serve the disabled community, such as an independent living center (ILC).

II. Project Selection, Commitment and Set-Up

The CoHCDD will announce via website, public notices and notices posted in City buildings the opening and closing date and time applications will be received. Applications are date/time stamped upon receipt and will be processed on first come first served basis.

- No activity will be created in IDIS – whether funded or not – until first, the Environmental Review process is complete, and second, there is a written agreement fully signed and dated by all necessary parties.
 - Exceptions to this may be Administration activities, Project Delivery activities, and other activities for which there is no other party with which to have an agreement. In these cases, the Division Manager is to approve/disapprove the creation of such activities with a note to an applicable file.
- The minimum per unit subsidy is \$1,000 and must be reflected in the work write-up/cost estimate [24 CFR 92.205(c)]
- An initial inspection is conducted to identify the deficiencies that must be addressed during the rehabilitation [24 CFR 92.251(b)(3)]
- Written cost estimates for rehabilitation must be reviewed and approved to determine that costs are reasonable [24 CFR 92.251(b)(2)]
- Progress inspections will be conducted to ensure all work is done in accordance with the work write-up [24 CFR 92.251(b)(3)]
- Project files shall include supporting documentation demonstrating inspections were conducted as required (i.e., prior to, during and upon completion of rehabilitation) [24 CFR 92.508(a)(3)(iv)]

Underwriting and subsidy layering Before committing funds to a project, the CoHCDD must evaluate the project in accordance with guidelines adopted for determining a reasonable level investment in a project and must not invest any more HOME funds, alone or in combination with other governmental assistance, than is necessary to provide quality affordable housing that is financially viable.

III. Income Determination

The CoHCDD has adopted the 24 CFR Part 5 (Part 5) definition of household income, which includes the income calculation of all adults, 18 and older, who will be part of the household during the time assistance will be received, plus unearned income of minor children (e.g., TANF).

For owner-occupied housing rehabilitation assistance, the applicant must provide documentation in support of income eligibility. CoHCDD shall review at least two (2) months of source documentation prior to application approval. To qualify for this program, the income of an applicant household may not exceed 80% of the median area income, as determined by HUD on an annual basis. The CPD Income Eligibility Calculator will be used to calculate annual income as defined at 24 CFR 5.609 and net family assets at 24 CFR 5.603.

CoHCDD is not required to re-examine the family's income at the time the HOME assistance is provided, unless more than six months has elapsed since the participating jurisdiction determined that the family qualified as income eligible.

Annual income includes, but is not limited to:

- full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
- Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b) (2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
- Full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount;

NOTE: Social Security income can only be verified by the Social Security Award Letter; direct deposit verification is not acceptable.

- Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay;
- Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:
 - (A) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
 - (B) Are not otherwise excluded under paragraph (c) of this section.

If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

- The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
- The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.
- Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;
- All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c) (7) of this section).

Annual income does not include the following:

- Income from employment of children (including foster children) under the age of 18 years;
- Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- Income of a live-in aide, as defined in § 5.403;
- The full amount of student financial assistance paid directly to the student or to the educational institution;
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

- Amounts received under training programs funded by HUD;
 - (ii) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - (iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
 - (iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;
 - (v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;
- Temporary, nonrecurring or sporadic income (including gifts);
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- Adoption assistance payments in excess of \$480 per adopted child;
- Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.
- Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
- Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of

assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

IV. Written Agreement

Written agreements with the homeowner will include the following:

- The estimated after rehab value to ensure compliance with 24 CFR 92.254(a)(2)(iii) and (b)(1)
- Housing is the principal residence of an income qualified homeowner
- Amount and form of assistance via a deferred payment loan
- The rehabilitation work to be performed
- Completion date
- Property standards that must be met

V. Ownership and Occupancy Status

The following are the eligible forms of homeownership as defined per 24CFR 92.504(a):

- Fee simple
- 99-year ground lease

(Note: A copy of the deed alone is not sufficient. A title search or a recent review of recorded ownership information should have been conducted.)[24 CFR 92.2 and 24 CFR 92.254(c)]

VI. Property Standards

Housing Must Meet Property Standards to Be Eligible. Property Standards ensure that a set of housing quality standards are being used to determine if a dwelling is decent, safe, and sanitary. In addition, property standards provide a level of inspection for judging the actual physical condition of a property and assist in determining a proposed rehabilitation property's scope of work.

Property rehabilitation standards for this program shall consist of the following:

- Housing Quality Standards
- The Uniform Housing Code
- The Council of American Building Officials One and Two Family Dwelling Code
- The City of Hattiesburg building, electrical, mechanical, plumbing, fire, housing codes and applicable state codes

- The City of Hattiesburg Zoning Ordinance

When HOME funds are used for housing rehabilitation, all health and safety hazards must be eliminated and the property must meet all applicable current local codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion as defined at 24 CFR 92.251(b)(i). Health and safety hazards include but are not limited to:

- Lead based paint
- Mold remediation
- Electrical and fire hazards
- Structural integrity
- Accessibility

All properties rehabilitated with HOME funds must meet or exceed the minimum housing rehabilitation standards set forth in Single Family Rehabilitation Standards to provide the minimum acceptable material, equipment and workmanship standards for items to be furnished and installed under the rehabilitation specifications. These Rehabilitation Standards are intended to ensure that housing rehabilitated with HOME funds is decent, safe, sanitary, and non-luxury housing with suitable amenities.

In addition to these rehabilitation standards, housing rehabilitated with HOME funds must also meet other property standards required under the HOME regulations. This includes compliance with 24 CFR 92.9251 which, in part, requires housing rehabilitated with HOME funds to meet all applicable state and local codes, ordinances, and zoning ordinances and to meet accessibility requirements under certain federal statutes and regulations. This also includes compliance with lead-based paint requirements under 24 CFR 92.355 and 24 CFR Part 35. The specifications for bidding should incorporate both the minimum property standards and these rehabilitation standards.

VII. Eligible and Reasonable Costs

HOME funds may be used to pay the following eligible costs:

(a) *Development hard cost*- The actual cost of constructing or rehabilitating housing. These costs include the following:

(1) For rehabilitation, costs to meet the property standards for rehabilitation projects in §92.251;

(2) For new construction and rehabilitation projects, costs:

(i) To demolish existing structures;

(ii) To make utility connections including off-site connections from the property line to the adjacent street; and

(iii) To make improvements to the project site that are in keeping with improvements of surrounding, standard projects. Site improvements may include on-site roads and sewer and water lines necessary to the development of the project. The project site is the property, owned by the project owner, upon which the project is located.

(3) Costs to make utility connections or to make improvements to the project site, in accordance with the provisions of §92.206(a) (3) (ii) and (iii) are also eligible in connection with acquisition of standard housing.

(b) Refinancing costs - The cost to refinance existing debt secured by a housing project that is being rehabilitated with HOME funds. These costs include the following:

(1) For single-family (one- to four- family) owner-occupied housing, when loaning HOME funds to rehabilitate the housing, if the refinancing is necessary to reduce the overall housing costs to the borrower and make the housing more affordable and if the rehabilitation cost is greater than the amount of debt that is refinanced.

(2) Specify whether the investment of HOME funds may be jurisdiction-wide or limited to a specific geographic area, such as a neighborhood identified in a neighborhood revitalization strategy under 24 CFR 91.215(e)(2) or a Federally designated Empowerment Zone or Enterprise Community; and

(c) Related soft costs. Other reasonable and necessary costs incurred by the owner or participating jurisdiction and associated with the financing, or development (or both) of new construction, rehabilitation or acquisition of housing assisted with HOME funds. These costs include, but are not limited to:

(1) Architectural, engineering, or related professional services required to prepare plans, drawings, specifications, or work write-ups. The costs may be paid if they were incurred not more than 24 months before the date that HOME funds are committed to the project and the participating jurisdiction expressly permits HOME funds to be used to pay the costs in the written agreement committing the funds.

(2) Costs to process and settle the financing for a project, such as private lender origination fees, credit reports, fees for title evidence, fees for recordation and filing of legal documents, building permits, attorneys fees, private appraisal fees and fees for an independent cost estimate, builders or developers fees.

(3) Costs of a project audit, including certification of costs performed by a certified public accountant, that the participating jurisdiction may require with respect to the development of the project.

(4) Costs to provide information services such as affirmative marketing and fair housing information to prospective homeowners and tenants as required by §92.351.

(5) Staff and overhead costs of the participating jurisdiction directly related to carrying out the project, such as work specifications preparation, loan processing inspections, and other services related to assisting potential owners, tenants, and homebuyers, e.g., housing counseling, may be charged to project costs only if the project is funded and the individual

becomes the owner or tenant of the HOME-assisted project. For multi-unit projects, such costs must be allocated among HOME- assisted units in a reasonable manner and documented. Although these costs may be charged as project costs, these costs (except housing counseling) cannot be charged to or paid by low-income families.

(7) Costs of environmental review and release of funds in accordance with 24 CFR part 58 which are directly related to the project.

(d) Relocation costs. The cost of relocation payments and other relocation assistance to persons displaced by the project are eligible costs.

(1) Relocation payments include replacement housing payments, payments for moving expenses, and payments for reasonable out-of-pocket costs incurred in the temporary relocation of persons.

(2) Other relocation assistance means staff and overhead costs directly related to providing advisory and other relocation services to persons displaced by the project, including timely written notices to occupants, referrals to comparable and suitable replacement property, property inspections, counseling, and other assistance necessary to minimize hardship.

VIII. Property Requirements

Properties eligible for HOME Owner-Occupied Housing Rehabilitation assistance must comply with the following criteria:

- i. Property must be the principal residence of an income-eligible occupant located within Hattiesburg city limits. Residences that are rented out and not occupied by the owner throughout the rehabilitation activity do not qualify.
- ii. Mobile homes are not eligible for the program.
- iii. **Home Value Limits.** The estimated value of the property, after rehabilitation does not exceed the Single-Family Mortgage Limits under Section 215(b) of the National Affordable Housing Act (NAHA). The limits can be found on the HUD HOME Program website:

<https://www.hudexchange.info/resource/2312/home-maximum-purchase-price-after-rehab-value/>

- iv. The property must be economically feasible for rehabilitation. If costs for repair exceed the program limits, or a home is in such disrepair that the costs are not justifiable, the property may not be eligible for the housing rehabilitation program.
- v. The property cannot have an outstanding Notice of Default or Notice of Sale filed against it. This must be certified by conducting a search with the county in which the property is located via Chancery County Deed's Office. If this information cannot be verified at the Deed Office then a title search must be ordered from a title company.
- vi. Mortgage payments must be current.
- vii. Homeowner must not have exhausted the maximum total expenditures of \$60,000 for any one structure and/or household.

- viii. The property cannot be in conflict with environmental regulations established in the National Environmental Policy Act (NEPA) of 1969. CoHCDD staff will prepare environmental documentation assessing the environmental eligibility of the rehabilitation property. To ensure compliance, property to be rehabilitated must meet the Environmental Review Criteria 58.15
- a. Property is an existing residential structure;
 - b. Property is not located in a Special Flood Hazard Area;
 - c. Property is not located within a Coastal Zone;
 - d. Property does not require further consultation from the State Historic Preservation Office;
 - e. Property is not located in an Airport Clear Zone;
 - f. Property will not result in increased density or cause a vacant building to become physically or legally habitable; or
 - g. Property is not located near visible toxic substances, chemical waste, dumps, landfills, industrial sites, or any other facilities capable of releasing toxic chemicals, hazardous wastes, or radioactive materials.

If the property meets all of the above, City Staff will determine whether the property to be rehabilitated meets all environmental requirements under 24 CFR Part 58.5 and can be rehabilitated through the Program. If the property does not comply with 24 CFR Part 58.5 based on completion of the Environmental Review form, the property cannot be rehabilitated through the Program.

Conform to Lead-Based Paint Poisoning Prevention Act. Housing assisted with Homeowner Rehabilitation funds must comply with the Lead-Based Paint Poisoning Prevention Act (42 USC 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 USC 4851-4856), and implementing regulations, as applicable, at 24 CFR part 35 subparts A, B, J, K, M and R.

IX. Procurement

Procurement is the process through which an agency obtains goods and services. The federal government has established a set of procurement rules that apply to HOME-funded projects. These rules are in place to ensure that federal dollars are spent fairly and encourage competition for the best level of service and price. The HOME Program administered by the City of Hattiesburg abides by the City of Hattiesburg Procurement Manual.

Section I: Applicable Laws and Regulations

The laws and regulations described in this section apply to the procurement of services, supplies or non-real property in the City of Hattiesburg HOME-funded projects.

The following rules apply to procurement of non-construction related goods and services. They are listed below and their application described in the following sections.

- HUD Conflict of Interest regulations at 24 CFR 570.489(h) and 24 CFR 92.356. These regulations set forth prohibitions against the use of CDBG/HOME funds by employees and officials for private gain.
- Grants and Cooperative Agreements with State and Local Governments A- 102 governs the use of grants, contracts and cooperative agreements. Implementation regulations can be found at 2 CFR 200 Subpart C.
- Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations. Nonprofits that receive CDBG/HOME funds must comply with A-110. Implementation regulations can be found at 2 CFR 200 Subpart A-D.
- Grantees and Sub-Recipients will use their own procurement procedures which reflect applicable State and local laws and regulations, if the procurements conform to applicable Federal laws and the standards identified in this section. HUD Procurement Standards implementation regulations can be found at 2 CFR 200 Subpart B General Provisions:

General Provisions:

Federal agencies are permitted to require changes, remedies, changed conditions, access and record retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. For an outline of these clauses see 2 CFR 200). Therefore, the City and sub-recipients will maintain accurate records of all procurements- see, Procurement Record Keeping Requirements.

These procurement procedures are in place to ensure that: purchase orders and contracts are signed by an authorized program official; items delivered and paid for are consistent with the items contained in the corresponding purchase order and/or contract; timely payment of vendors occurs once requested orders have been delivered, inspected, and accepted and payment of the vendor has been approved; a cost or price analysis is performed in connection with every procurement action, including contract modifications; and, profit is negotiated as a separate element of price where price competition is lacking or a cost analysis is performed.

Bonding and Insurance

For each construction or facility improvement contracts or subcontracts exceeding \$10,000, the City may require bonding if the bonding of the sub-recipient or contractor is not determined adequate to protect the interest of the City or the federal government. If such a determination is made, the minimum requirements shall be as follows:

- 1) A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- 2) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.
- 3) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Recipients of federal funding shall, at a minimum whether it is the City or one of its recipients, provide the equivalent insurance coverage for real property and equipment acquired with the Federal funds as would normally be provided to property owned by the recipient.

The contract file will be documented accordingly with respect to bonding and insurance

Contractor Oversight

- A. A list of Qualified Eligible Contractors (QEC list) will be maintained in the City of Hattiesburg Urban Development Department Community Development Division. Contractors may be added to the list annually; however, no Contractor shall be allowed to submit a proposal or cost quotation if not a Qualified Eligible Contractor and has not obtained a **Data Universal Numbering System number (DUNS)**.
1. Qualified Eligible Contractors (QECs) must:
 - a. Furnish current references from three (3) subcontractors, two (2) suppliers, one (1) bank, and three (3) prior jobs, carried out by the contractor in order to assess quality of work and evaluate the workmanship. These requirements are not in any way intended to exclude any qualified Contractor, but are intended to verify a proven track record of established business. The CoHCDD and the Selection Committee will review all submissions for consideration.
 - b. Furnish a copy of current license from the City of Hattiesburg.
 - c. Furnish a copy of current liability insurance and Workmen's compensation as required.
 - d. Sign a *Work Agreement* for each contract undertaken, which included the agreement to abide all local codes and ordinances as well as the City's Housing Programs Manuals in all work performed.
2. Proposals will be requested from all eligible contractors.
3. A Contractor's license from the City of Hattiesburg may be revoked for good cause in accordance with the codes and ordinances of the City. Also, contractors may be removed and disbarred from the Qualified Eligible Contractor list based on the following:
 - a. When a project's construction time exceeds, without justifiable cause, the construction period reflected in the contract. Once advised of the failure to meet contract deadlines, the contractor shall complete work within five (5) working days. If work exceeds the extended deadline, without justifiable cause, the contractor will be fined \$100 per day until the work is completed or until the contract is terminated at the discretion of the Program. In the event that the contractor neglects to complete contracted work, the associated Work Agreement may be terminated and the Housing Coordinator will arrange to have another contractor from the Qualified Eligible Contractors list complete the

work. The Housing Program Inspector or designee will determine the extent of work not completed. In some instances it may be necessary to estimate a percentage of work completed. The cost of work line items not completed or the percentage of work not completed, whichever is applicable, will be deducted from the total contracted amount in addition to the deduction for the penalty for incompleteness. These funds will be used to defray the cost for the unfinished work. Any remaining payment due the Contractor will not be made until all work is complete and the penalty for incompleteness will be deducted at that time.

- b. When a contractor's construction performance is unacceptable as documented by the City of Hattiesburg Housing Program Inspector, Technical Inspectors, and Housing Coordinator.
 - c. When a contractor violates the terms, conditions, and contents of the Work Agreement.
 - d. When a contractor violates the Housing Rehabilitation and Housing Repair Grants Program Guidelines.
 - e. When a contractor does not pay labor and material costs relating to the job, which could result in a lien against the property.
 - f. When a contractor fails to start work within ten (10) working days of issuance of the Notice to Proceed without justifiable cause, the contractor shall submit a letter to the attention of the Housing Coordinator explaining the reason(s) for the work delay, prior to the end of the ten (10) day working period, for approval. Contractors exceeding the ten (10) working days start date may be terminated from the Work Agreement with the Homeowner. (If contracted as the result of a proposal, the next lowest best proposer will be contracted with the homeowner to perform work originally contracted with the lowest best proposal Contractor.) In the event additional proposals were not received, the project will accept new proposals. The Contractor that exceeded the ten (10) working day period to start work will not be eligible to re-submit a proposal on the project. If contracted as the result of assignment to an eligible Sub-recipient to do housing rehabilitation or housing repair, the project will be reassigned to another eligible Sub-recipient.
 - g. When one or a combination of causes in (a) through (f) above or any other reasonable documented causes exists.
- 4. The Manager shall notify all contractors that have been removed or disbarred from the Qualified Eligible Contractors list in writing setting forth the cause and the term of disbarment.
 - 5. The U. S. Department of Housing and Urban Development (HUD) will be notified of Contractors violating federal law or exhibiting unethical behavior and recommended for disbarment from federal programs.
 - 6. The Qualified Eligible Contractors list may not in any manner be used as a means for discrimination or exclusion on the basis of race, national origin, sex, or age.

7. Contractors may request reinstatement in writing to the Director when disbarment did not result from violation of federal, state or local law.
8. Appeals regarding the Qualified Eligible Contractors Selection Process

If a Contractor disagrees with selection committee decision on any or all of the qualifying criteria, he or she may appeal the decision to the CDBG/HOME Board of Appeals. The Contractor should submit a written request for review of the decision within ten (10) working days of notice of the decision to:

City of Hattiesburg Urban Development
C/O: Director
ATTN: HOME Board of Appeals
Post Office Box 1898
Hattiesburg MS 39403-1898

Response time by the board will depend on the nature of the appeal, but will be as timely as possible. The Board is made up of three members appointed by the Mayor. The members shall be employed by the City of Hattiesburg and shall not be employees of the CoH Urban Development Department. The HOME Board of Appeals will meet as needed, if and when an appeal is made. Any further appeals will be made to a court with appropriate jurisdiction.

X. Loan Processing and Servicing

Homeowner refinancing after the completion of the housing project rehabilitated with HOME funds is allowable only if the new mortgage terms are reasonable and affordable to the household.

XI. Project Completion

Various milestones may be established and satisfied for a project, however a project is deemed satisfactorily completed only when the following factors have been satisfied:

1. All agreements have been properly executed (homeowner, contractor, subrecipient, PJ representative, etc.)
2. A passing final inspection conducted by the CoHCDD Housing Rehab Inspector or designated party and signed by homeowner, contractor, subrecipient, or PJ, as applicable.
3. Project completed within four (4) years of HOME funding commitment date.
4. All project data entered in IDIS within 120 days of the final draw. The data entered in IDIS should accurately reflect the data included in the written agreement and project files as per 24 CFR 92.502 (d)(1)
5. Each major system as defined in 24 CFR 92.251(b)(1)(ii), has a remaining useful life of a minimum of 5 years or the major system shall be rehabilitated or replaced as part of the rehabilitation work.

HUD will establish a HOME Investment Trust Fund United States Treasury account for each participating jurisdiction. The CoH HOME Investment Trust Fund account is an interest bearing account.

HOME funds drawn from the United States Treasury account must be expended for eligible costs within 15 days. Any interest earned within the 15-day period may be retained by the participating jurisdiction as HOME funds. Any funds that are drawn down and not expended for eligible costs within 15 days of the disbursement must be returned to HUD for deposit in the participating jurisdiction's United States Treasury account of the HOME Investment Trust Fund. Interest earned after 15 days belongs to the United States and must be remitted to the United States as provided in 2 CFR 200.305(b)(9), except interest amounts up to \$500 per year may be retained for administrative expenses.

If a project is not completed within four (4) years of the date of commitment of funds the project is considered terminated and all invested funds in the project must be repaid to the PJ's HOME Investment Trust Fund in accordance with §92.503(b).

Any project terminated, voluntarily or involuntarily, prior to completion is deemed ineligible and all invested HOME funds in the project must be repaid to the HOME Investment Trust Fund in accordance with §92.503(b).

XII. Record Retention

In all cases where HOME Investment Partnership funds are invested, all project records are to be retained for no less than five (5) years after project completion.

In all cases where HOME Investment Partnership funds are invested, all project written agreement records are to be retained for no less than five (5) years after the agreement terminates.

If any litigation, claim, negotiation, audit or other action has been started before the expiration of the regular period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

XIII. Responsibility and Authority

The Community Development Division Manager, under the direction of the Director of Urban Development, has delegated authority and responsibility to administer the *Owner-Occupied Housing Rehabilitation Program* in accordance with the guidelines set forth above and subject to the restriction of applicable local, state, and federal laws, and the dictates of sound business judgment, prudence, and ethical conduct.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, September 8, 2020

Re: Approve revised Community Housing Development Organization (CHDO) Policies and Procedures Program Manual (Dated 08/07/2020). {Entitlement}
File Number: 2020-603
Minute Book #

Summary

Approve revised Community Housing Development Organization (CHDO) Policies and Procedures Program Manual (Dated 08/07/2020). {Entitlement}

Recommendation Statement

I recommend approval of the revised Community Housing Development Organization (CHDO) Policies and Procedures Program Manual (Dated 08/07/2020). {Entitlement}

Please place this on the September 8, 2020 City Council meeting for consideration.



Community Housing Development Organization (CHDO)

Policies & Procedures Manual

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Community Housing Development Organization (CHDO) Policies and Procedures Manual

PURPOSE

The intent of this manual is to establish a uniform system to be used in the implementation of the Community Housing Development Organization (CHDO) program administered by the City of Hattiesburg, Urban Development Community Development Division (CoHCDD).

The City of Hattiesburg (CoHCDD) administers funding through the U.S. Department of Housing and Urban Development's HOME Investments Partnership Program (HOME) which is used to support activities that benefit low-and very-low income households.

Although some portions of these procedures are complicated and involve complex Federal regulations and policies, this manual summarizes the essential elements for proper program operation.

HOME Objectives:

The National Affordable Housing Act of 1990 created the HOME Investments Partnership (HOME) Program. This federal program is designed to strengthen public-private partnerships and to expand the supply of decent, safe, sanitary, and affordable housing for very low income and low-income families.

- 1.** To provide decent affordable housing to lower-income households.
- 2.** To expand the capacity of non-profit housing providers.
- 3.** To strengthen the ability of state and local governments to provide housing.
- 4.** To leverage private sector participation.

COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS (CHDO):

As defined in 24 CFR Part 92.2, CHDO is a private non-profit, community-based service organization that has significant capacity, and whose primary purpose is to develop affordable housing for the community it serves.

HOME regulations require a 15% set-aside of the CoHCDD's annual HOME allocation exclusively for qualified, eligible CHDO projects. Once an organization becomes a certified CHDO, it is eligible to take advantage of the HOME funds set-aside and financial support for a portion of the CHDO's operating expenses.

A CHDO may apply for funding in the capacity of a Developer, Owner, or Sponsor, but only CHDOs may apply for a HUD mandated set-aside percentage of local HOME funds.

I. HOW TO APPLY FOR CHDO CERTIFICATION

1. Complete the CHDO Certification Application, including all requested attachments, documentation and forms. (See exhibit A, CHDO Checklist)
2. The application may be mailed or hand delivered to the address below:

City of Hattiesburg
Community Development Division
P. O. Box 1898 | 200 Forrest Street
Hattiesburg, MS 39403 – 1898
3. The CHDO applicant has 30 days to respond to any request for additional information. If information is not received within 30 days, the CHDO certification application will not be processed for approval.

II. EFFECTIVE PERIOD OF CHDO/CERTIFICATON/RECERTIFICATION

To ensure compliance with the HOME regulations, the CoHCDD staff must certify organizations as meeting the definition of “community housing development organization” (CHDO) and must document that the organization has capacity to own, develop, or sponsor housing each time it commits funds to the organization. CHDO certification will be conducted on a project by project basis.

HOME Commitment

The regulations require that HOME funds must be committed to a "specific local project" and cannot be committed in anticipation of a project or on the assumption that a project will come together when additional funding sources are identified.

Prior to executing a legally binding written agreement committing HOME funds to a specific local project, the City ensure the project meets all of the requirements of the definition of "commitment" at §92.2, as well as all of the project assessment requirements contained in §92.250(b), "underwriting and subsidy layering." Prior to committing HOME funds, the City must ensure the project has met (and document compliance with) all of the following requirements:

1. Identify a specific project by address or legal description
2. Assess current market demand in the neighborhood where the project will be located
3. Complete an environmental review
4. Secure all necessary financing commitment in writing
5. Completed a budget (i.e. Sources and Uses) in sufficient detail to determine total project development costs and its funding
6. All costs are reasonable
7. Complete underwriting and subsidy layering requirements
8. Assess the experience and financial capacity of the developer
9. Construction must commence within 12 months

10. Establish a completion schedule

A. CHDO ORGANIZATIONAL STRUCTURE

The HOME Program establishes requirements for the organizational structure of a CHDO to ensure that the governing body of the organization is representative of the community it serves. These requirements are designed to ensure that the CHDO is capable of decisions and actions that address the community's needs without undue influence from external agendas as defined at 24 CFR 92.2.

There are specific requirements related to the CHDO board of directors, which must be evidenced in the organization's Charter, Articles of Incorporation, Bylaws, and/or IRS 501(c)(3) or (4) ruling. These are:

1. The organization is organized under State or local laws, as evidenced by documents such as Charter or Articles of Incorporation.
2. No part of the organization's net earnings inure to the benefit of any member, founder, contributor, or individual as evidenced by documents such as:
3. The nonprofit organization has a tax exemption ruling from the Internal Revenue Service (IRS) under Section 501(c)(3) or (4) of the Internal Revenue Code of 1986, or

The non-profit is an wholly owned entity disregarded as an entity separate from its owner for tax purposes (e.g., a single member LLC); or

The non-profit is classified as a subordinate of a central organization non-profit under section 905 of the Internal Revenue code, as evidenced by Group exemption letter from the IRS that includes the CHDO.

4. The nonprofit organization has, among its purposes, the provision of decent housing that is affordable to low- and moderate-income people, as evidenced by a statement in the organization's governing documents.
5. The organization is not a governmental entity (including the participating jurisdiction, other jurisdiction, Indian tribe, public housing authority, Indian housing authority, housing finance agency, or redevelopment authority) and is not controlled by a governmental entity.
6. If the CHDO was created by a governmental entity:
 - The government entity may not appoint more than one-third of the membership of the organizations body
 - Board members appointed by the governmental entity may not, in turn, appoint the remaining two-thirds of the board members
 - No more than one-third of the CHDO's governing board members are public officials (including any employees of a governmental entity).
7. None of the officers (e.g., CEO, CFO, or COO) or employees of the CHDO are officers or employees of a governmental entity (the PJ, other jurisdiction, Indian tribe, public housing authority, Indian housing authority, housing finance agency, or redevelopment authority).

8. If the CHDO is sponsored or created by a for-profit entity, it must comply with the following:
 - The for-profit entity may not appoint more than one-third of the membership of the CHDO's governing body;
 - Board members appointed by the for-profit entity, may not, in turn, appoint the remaining two-thirds of the board members.
9. If the CHDO has been sponsored or created by a for-profit entity, it must comply with the following:
 - The for-profit entity's primary purpose does not include the development of management of housing, as evidenced by the for-profit's governing documents.
 - None of the officers (CEO, CFO, or COO) or employees of the for-profit entity that created the CHDO are officer or employees of the CHDO.
 - The CHDO is free to contract for goods and service from vendor(s) of its own choosing.

B. History of Community Service and Accountability to the Low-Income Community

1. Community Service

The nonprofit organization has a demonstrated history of serving the community within which housing to be assisted with HOME funds is to be located, as evidenced by:

- Statement that documents at least one year of experience in serving the community; **OR**
- For newly created organizations formed by local churches, service or neighborhood organizations, a statement that documents that its parent organization has at least one year of experience in serving the community.

Note: The CHDO or its parent organization must be able to show one year of serving the community prior to the date the participating jurisdiction commits HOME funds to the organization. In the statement, the organization must describe its history (or its parent organization's history) of serving the community by describing activities which it provided (or its parent organization provided), such as: developing new housing; rehabilitating existing stock and managing housing stock; or delivering non-housing services that have had lasting benefits for the community (e.g., counseling, food relief, or childcare).

2. Board Composition

A. At least one-third of the organization's board must be representatives of the low-income community served by the CHDO written in the Articles of Incorporation and/or Bylaws. There are three ways a board member can meet the definition of a low-income representative:

- The person lives in a low-income neighborhood where 51% or more of the residents are low-income. This person does not necessarily need to be low-income; or
- The person is a low-income (below 80% area median income) resident of the community; or

- The person was elected by a low-income neighborhood organization to serve on the CHDO board. The organization must be composed primarily of residents of the low-income neighborhood and its primary purpose must be to serve the interests of the neighborhood residents. Such organizations might include block groups, neighborhood associations, and neighborhood watch groups.

The CHDO is required to certify the status of low-income representatives.

B. Public Sector Limitations. No more than one-third of the organization's board may be representatives of the public sector, including elected public officials, appointees of a public official or any employees of CoHCDD. If a person qualifies as a low-income representative **and** a public sector representative, their role as a public sector representative supersedes their residency or income status. Therefore, this person counts toward the one-third public sector limitation.

C. Low-Income Advisory Process. Input from the low-income community is not met solely by having low-income representation on the board. The CHDO must provide a formal process for low-income program beneficiaries to advise the CHDO on design, location of sites, development and management of affordable housing. The process must be described in writing in the Articles of Incorporation and/or Bylaws. Each project undertaken by the CHDO should allow potential program beneficiaries to be involved and provide input on the entire project from project concept, design and site location to property management. One way to accomplish this requirement is to develop a project advisory committee for each project or community where a HOME assisted project will be developed. Proof of input from the low-income community will be required at the time of the CHDO's certification.

Record Retention

In all cases where HOME Investment Partnership funds are invested, all project records are to be retained for no less than five (5) years after project completion.

In all cases where HOME Investment Partnership funds are invested, all project written agreement records are to be retained for no less than five (5) years after the agreement terminates.

In all cases where HOME Investment Partnership funds are invested, all documents imposing recapture/resale restrictions are to be retained for no less than five (5) years after the affordability period terminates.

C. CHDO CAPACITY

1. CHDOs must have financial accountability standards that conform to the requirements detailed in 2 CFR 200.302, "Financial Management" and 2 CFR 200.303 "Internal Controls" as evidenced by:
 - A notarized statement by the president or chief financial officer of the organization
 - Certification from a certified public accountant

- Independent audit completed by CPA
2. CHDOs must demonstrate that their key staff and board of directors have the **relevant** experience necessary to perform the HOME-assisted activities they plan to undertake. This can be evidenced by:
- W-2 forms or other documentation demonstrating that staff members are directly paid by and accountable to the CHDO, as well as résumés and/or statements that describe the housing experience of key staff members who have successfully completed projects similar to those to be assisted with HOME funds; **OR**
 - Contract(s) with consultant firms or individuals who have housing development experience similar to projects to be assisted with HOME funds, to train appropriate key staff of the organization (only if organization is in its first year of funding as a CHDO).

D. CHDO Service Area

A CHDO must have a clearly defined geographic service area:

- All HOME funded projects must be located within the incorporated and unincorporated areas of the City of Hattiesburg.

Nonprofits serving special populations must also define the geographic boundaries of their service areas in order to qualify as CHDOs.

CHDOs will be required to provide updates and documentation on how it is ensuring that it is active and visible in the communities included in its service area.

III. CHDO Set-Aside

The CoHCDD has a minimum of 15% of its annual allocation set-aside for CHDO projects. CHDO Set-Aside funds must be committed to CHDO development projects and funds must be committed to CHDO projects within 24 months, unless there are waivers issued by HUD relative to disasters. CHDO Set-aside funds are awarded on a calendar year basis.

Eligible Activities

- Acquisition and/or rehabilitation of rental or homebuyer property;
- New construction of rental or homebuyer property; and
- Direct financial assistance to homebuyers of HOME-assisted property developed or sponsored by the CHDO.

Ineligible Activities

- Homeowner rehabilitation;
- Tenant-based rental assistance (TBRA); and
- Downpayment and/or closing cost assistance to purchasers of housing not developed with HOME CHDO funds.

**NOTE: At this time the CoHCDD does not fund TBRA programs.*

IV. Operating Expenses

Up to 5% of the CoHCDD's HOME allocation may be used to provide funds for CHDO operating assistance. This allocation does not count towards the 15% set-aside funds used by CHDO's for projects.

CHDO operating assistance may not exceed the greater of:

- \$50,000 each fiscal year, or
- Fifty percent (50%) of the CHDO's total annual operating expense for that year.

The commitment of CHDO operating funds occurs after city council approves and executes a CHDO Operating agreement. This written agreement describes the uses of the CHDO Operating Expenses and states that the CHDO is expected to receive HOME funds for a project that it will either own, develop, or sponsor within 24 months, as required in 24 CFR 92.300(e). The written agreement also describes the terms and conditions upon which this expectation is based, and the consequences of failure to receive funding for a project. If the CHDO is also receiving CHDO set-aside funds, a separate agreement is executed.

Eligible operating expenses are:

- Salaries, wages, and other employee compensation;
- Rent and utilities;
- Communication costs;
- Taxes and insurance; and
- Equipment, materials, and supplies.

Special Assistance to CHDOs

The CoH HOME Program does not provide CHDO funding for the following:

- Capacity building
- Operating funds
- Project specific technical assistance
- Site control loans
- Project specific seed money loans

V. CHDO ROLES

A. CHDO AS AN OWNER

A CHDO is considered an owner of a property when it holds valid legal title or has a long-term leasehold interest (99-year minimum). The CHDO may be an owner with one or more individuals, corporations, partnerships, or other legal entities.

While a CHDO may be sole owner and have another entity act as developer, it can also be the owner and developer of its own project. The CHDO may own a property in partnership with either a majority or minority interest. However, the CHDO, in partnership with a wholly owned for profit or nonprofit subsidiary, must be the managing general partner with effective control (in decision making authority) of the project.

B. CHDO AS A DEVELOPER

A CHDO is considered a developer when it either owns the property and develops the project or has the contractual obligation to a property owner to develop a project.

If the CHDO owns the property: The CHDO must obtain financing and rehabilitate or construct the project. For HOME-assisted rental housing the CHDO may maintain ownership and manage the project over the long term, or it may transfer the project to another entity for long-term ownership and management. For HOME-assisted homebuyer projects, the CHDO must transfer title to the property and the HOME obligations to an eligible homebuyer within a specified time frame of project completion. If the eligible homebuyer is receiving downpayment assistance using HOME funds, that assistance shall not be greater than 10% of the HOME funds used for the development of housing.

If the CHDO does not own the property: The CHDO must be under a contractual obligation with the owner to obtain financing and rehabilitate or construct the project. Under this arrangement, the CHDO assumes all risks and rewards associated with being the project developer. A written agreement between the CHDO and the property owner must detail the CHDO's specific obligations. For HOME-assisted rental housing, the CHDO may manage the project for the owner at project completion. For homebuyer housing, the owner must transfer title of the property and the HOME obligations to eligible homebuyers within a specified timeframe of project completion.

If the CHDO develops the property for an owner pursuant to a written or other agreement: The CHDO is acting in the capacity of a subrecipient. CHDOs receiving funds as subrecipients cannot use the funds from the 15% set-aside for that particular project or service.

C. CHDO AS A SPONSOR

A CHDO may be a sponsor for both HOME-assisted rental housing and homebuyer housing. A CHDO sponsor must always own the project prior to and/or during the development phase of the project.

For HOME-assisted homebuyer projects: The CHDO is considered a sponsor when it owns a property and then transfers responsibility for the project to another nonprofit at a specified time in the development process. The second nonprofit, in turn, transfers title, along with the HOME obligations and resale/recapture requirements, to a HOME-qualified homebuyer within a specified time frame. In this situation, the following requirements apply:

- The HOME funds must be invested in the property owned by the CHDO.
- The other nonprofit being sponsored by the CHDO must acquire the completed units or complete the rehabilitation or construction of the property.

Upon completion of the rehabilitation or construction, the sponsored nonprofit is required to sell (transfer) the property, along with the HOME loan/grant obligations, to a qualified homebuyer.

For HOME-assisted rental housing: The CHDO is considered a sponsor when it develops a project that it solely or partially owns and agrees to convey ownership to a second nonprofit organization at a predetermined time. The conveyance may occur prior to or during development or upon completion of the development of the project. In this situation, the following requirements apply:

- HOME funds must be invested in the project owned by the CHDO sponsor. The CHDO sponsor must identify the particular nonprofit organization that will obtain ownership of the property prior to CoHCDD's commitment of HOME funds. The second nonprofit must assume all HOME obligations (including repayment of loans and tenant and rent requirements) for the project from the CHDO at a specified time. If the property is not transferred to the nonprofit organization, the CHDO sponsor will remain liable for the HOME obligations.
- The nonprofit organization must be financially and legally separate from the CHDO sponsor. (The second nonprofit may have been created by the CHDO; nevertheless it is a separate entity from the CHDO.) The CHDO must provide sufficient resources to the nonprofit organization to ensure the completion of the development and long-term operation of the project.
- When the CHDO is a sponsor of rental housing and a limited partnership or limited liability company agreement permits removal of the CHDO as a general partner or sole managing member of the organization:
 - The agreement must specify that the CHDO may only be removed as general partner or sole managing member for cause; and
 - Specify that the CHDO must be replaced with another CHDO
- When the CHDO is a sponsor of rental housing, HOME funds are provided to the project owner as defined in 24 CFR 92.508(a)(4)(v)

D. CHDO AS A DEVELOPER OR SPONSOR

The CHDO developer and sponsor roles are similar in various ways. In both roles, the CHDO carries out the principal project development activities, such as acquisition, financing, construction management, and assembling a capable development team to bring a project from conception to

completion. However, as a developer, the CHDO need not own the property. As a sponsor, the CHDO must own the property and shift the responsibility to another nonprofit at a specified time in the development process. This transfer could occur, for example at the:

- Initiation of the construction,
- Completion of the construction, or
- Issuance of the certificate of occupancy.

VI. Homebuyer Assistance and Recapture Policy

The CoHCDD has adopted a Recapture Policy that serves to address the continued affordability of housing units acquired with HOME funds. Recaptured funds are HOME funds which are recouped by the CoHCDD or the CHDO when HOME assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by 24 CFR 92.254(a)(4). When HOME funds are used to assist a household in the purchase of a unit, restrictions will be placed on the unit to ensure compliance with the recapture requirements described in 24 CFR 92.254(a)(S)(ii). This section sets forth the method that will be used by the CoHCDD and its CHDO's to enforce these requirements.

CoHCDD recapture option is applicable to all homebuyer activities that use HUD HOME funds. The HOME funds may be used as either a direct homebuyer subsidy or combined with a development subsidy. The HOME investment amount shall be reduced by the CoHCDD as determined on a pro-rata basis for the amount of time the homeowner owned and occupied the property measured against the entire affordability period. This is known as a forgivable period. A portion of the HOME subsidy will be forgiven annually upon the anniversary of the closing date.

Example: A Homebuyer received HOME assistance in the amount of \$10,000, with an applicable affordability period of 5 years (60 months). After 20 months, the beneficiary sells the house. The City will determine that 20 months of the affordability period was satisfied, which is 33.3% of the total period (20/60). Multiplying \$10,000 (total award) by 33.33% (portion satisfied) equals \$3,333. The total award can be reduced by this amount (\$10,000 - \$3,333) to arrive at the amount to be recaptured - \$6,667. This \$6,667 is the maximum amount that can be recaptured and is subject to what net proceeds are available at sale. If only \$2,000 in net proceeds is available at sale, only \$2,000 will be recaptured. If \$20,000 in net proceeds is available at sale, the maximum amount \$6,667 will be recaptured.

Affordability Period The affordability period will be determined by the amount buyer assistance as follow:

Buyer Assistance Amount per unit	Period of Affordability
Under \$15,000	5 years

Between \$15,000 to \$40,000

10 years

Over \$40,000

15 years

Affordability Periods are time periods in which beneficiaries are expected to continue to utilize the home as their personal residence, and restrict the beneficiary from selling or otherwise transferring the title to any other party. Transfers of property during an active affordability period will result in a recapture of a prorated share of the federal funds invested in the project. In the instance of a transfer of title (sale or otherwise) as a result of the death of the homeowner/beneficiary, the affordability period may be canceled. In the event that City staff is made aware of the death of a beneficiary (where there is no spouse or other joint applicant to carry on ownership), the City may cancel the Deed of Trust (affordability period) even before any transfer of title takes place.

During the period of affordability the owner is required to occupy the property as their principal residence. A lien will be recorded in the amount of the buyer assistance for the affordability period to ensure full compliance with all HOME requirements.

Buyer Education Any client(s) qualified to purchase a unit that will be developed utilizing HOME program funds:

- The homebuyer must attend an eight (8) hour Home Buyer Education class. The completion certificate must be submitted to the CoHCDD.
- Prior to and at loan closing, the CHDO must clearly explain the recapture policy including net proceeds due on sale or transfer of property, the principal residency requirement and the affordability period to the homebuyer.

This explanation, with respect to recapture and distribution of net proceeds, allows the homebuyer to understand the extent to which the homebuyer's funds are at risk, and the opportunities being provided for return on the homebuyer's investment. After the explanation is provided to the homebuyer, the homebuyer will sign an affidavit as evidence of the homebuyer's understanding of and commitment to these obligations.

VII. Rental Activities

CHDOs may use HOME funds for acquisition, new construction or rehabilitation of affordable rental housing. CHDOs will be monitored on an annual basis by CoHCDD to ensure compliance in occupancy, rent restrictions, affordability requirements, and property standards.

The CoHCDD allows rental activities and projects that support and provide incentives for the development of affordable rental housing that addresses needs identified in the Consolidated Plan. These activities may include new construction, acquisition and/or rehabilitation of non-luxury housing available with rent restrictions serving very-low and extremely-low income households.

It is required of HOME recipients to maintain HOME funded properties as affordable for a minimum affordability period based on the amount of HOME funds spent on the project. These guidelines are as follows:

Activity	Average Per Unit HOME \$	Minimum Affordability Period
Rehabilitation or acquisition of existing housing	Less than \$15,000/unit	5 years
	\$15,000-\$40,000/unit	10 years
	More than \$40,000/unit	15 years
New construction	Any amount	20 years

HOME rules require on-site inspections of HOME properties according to the total number of units in a project as follows:

Number of Units	Inspection Required
1 to 4	Every 3 years
5 to 25	Every 2 years
26 or more	Annually

VIII. Project Proceeds

The CHDO is authorized to retain proceeds generated from the CHDO's housing development activity.

The CHDO may retain project proceeds for future low-income housing activities.

IX. CHDO PROCUREMENT

CHDOs are not subject to requirements of 24 CFR, 200, in regard to procurement of goods and services. This exemption is for CHDO funded projects only; CHDOs must still follow appropriate procurement procedures that are compliant with Part 84 for their non-CHDO projects. The City may request a copy of the CHDO's procurement policy for any non-CHDO project.

X. Federal Requirements

CHDOs must comply with all applicable federal regulations governing the use of CoHCDD funds. These regulations include but may not be limited to those identified as follows:

- 1. Fair Housing.** CHDO must affirmatively further fair housing activities and pay

particular attention to any sign of discrimination as it may pertain to the sale of properties funded under the HOME Program in compliance with 24 CFR Part 92.202, 92.250, Title VI of Civil Rights Act of 1964 (42 U.S.C. 200d et. seq.), Fair Housing Act (42 U.S.C. 3601-3620)(implemented at 24 CFR Part 100), Executive Order 11063 (amended Executive Order 12259), Age Discrimination Act of 1975, as amended (42 U.S.C. 6101) and 24 CFR 5.105(a).

2. **Affirmative Marketing.** CHDO shall adopt and submit for CoHCDD's approval affirmative marketing procedures and requirements, no later than 30 days after the date of any CHDO agreement executed under the HOME Program.
3. **Accessibility for Persons with Disabilities.** The Uniform Federal Accessibility Standards set forth in 24 CFR, Part 40, Appendix A. Section 504 of the Rehabilitation Act of 1973 (prohibits discrimination based on physical handicap) (Pub.L. 93-112), as amended, and implementing regulations when published for effect.
4. **Equal Employment Opportunity.** Executive Order 11246, which provides that there shall be no discrimination in employment under federally, assisted construction. In providing the work and services herein specified, CHDO shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CHDO shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CHDO shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or the CoHCDD setting forth the provisions of this nondiscrimination clause. CHDO shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. CHDO shall incorporate the foregoing requirements of this Paragraph 4 in all of its contracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.
5. **Section 3 of the Housing and Urban Development Act of 1968**, which provides for training, employment, and contracting Opportunities for business and lower income persons' assurance of compliance.
 - a. The work to be performed on a project assisted under the HOME Program is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.
 - b. The parties to any CHDO agreement executed under the HOME Program will comply with the provisions of said Section 3 and the regulations

issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department of Housing and Community Development issued prior to the execution of a contract. The parties to any CHDO agreement executed under the HOME Program must certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- c. CHDO will send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advertising to the said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. CHDO will include these Section 3 clauses in every contract and subcontract for work in connection with the project and will take appropriate action pursuant to the contract upon a finding that any CHDO or subcontractor is in violation of regulation issued by the Secretary of Housing and Urban Development, 24 CFR Part 135.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued prior to the execution of the Construction Contract shall be a condition of the federal financial assistance provided to the project, binding upon CHDO, its successors, and assigns. Failure to fulfill these requirements shall subject CHDO, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135 which provides that, to the greatest extent feasible, opportunities for training and employment shall be given to lower-income residents of HUD- assisted project areas, and that contracts for work in connection with such projects be awarded to business concerns which are located in, or are owned in substantial part by, persons residing in the area of the Program.

- 6. Minority/Women Employment.** CHDO shall collect data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of \$25,000 or more paid, or to be paid, with HOME or other Federal funds. This data should indicate which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of recipient's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special out-reach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the

award of any contract or subcontract solely or in part on the basis of race or gender.

The requirements relating to minority and women's business enterprises set forth in Executive Order No. 11625 of October 13, 1971, 36 Fed. Reg. 1967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; and Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg. 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 23637.

- 7. Davis Bacon and Related Acts.** CHDO shall ensure that any contract for construction of housing that includes 12 or more dwelling units will contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor in accordance with the Davis- Bacon Act (40 U.S.C. §276A-5) to all laborers and mechanics employed in the development of any part of the housing and contracts involving their employment shall be subject to the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333). Construction contractors and subcontractors, must comply with regulations issued under these Acts and with other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable.
- 8. Conflict of Interest.** No officer, employee, or agent of CHDO who exercises any functions or responsibilities with respect to the HOME Program or to the services and work to be performed by CHDO, during such officer's employee's, or agent's tenure or for one (1) year thereafter, shall have any personal or financial interest or benefit, direct or indirect, in any CHDO agreement executed under the HOME Program or the proceeds thereof. CHDO shall incorporate or cause to be incorporated in every contract required to be in writing a provision prohibiting such interest pursuant to the purposes of this Section I1.M.8. Exceptions to the provision are allowed however must meet the requirements of 24 CFR Part 92.356(d).
- 9. Debarred Contractors.** In accordance with the provisions of 24 CFR, Part 24, relating to the employment, engagement of services and awarding of contracts, CHDO shall not employ, award contract to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by the U.S. Department of Housing and Urban Development. In addition, CoHCDD shall have the right to suspend or terminate this agreement if CHDO is debarred, suspended, proposed for debarment, or ineligible from participating in the HOME Program.
- 10. Environmental Requirements.** Notwithstanding any provisions of any CHDO agreement executed under the HOME Program, the parties hereto agree and acknowledge that an agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Participating Jurisdiction of a release of funds from the U.S. Department of Housing and Urban Development under 24CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the Participating Jurisdiction's determination to

proceed with, modify or cancel the project based on the results of a subsequent environmental review.

11. Release of Funds. CoHCDD shall not release any funds for any costs incurred by CHDO under any CHDO agreement executed under the HOME Program until CoHCDD has received certification from CHDO that its fiscal control and fund accounting procedures are adequate to assure the proper disbursement of and accounting for funds provided. CHDO understands and agrees that CoHCDD shall assume the responsibilities for environmental review, decision making, and other actions in accordance with and to the extent specified in 24 CFR 92.352 and 24 CFR, Part 58. However, if CHDO has staff experience and/or means to perform the environmental review, CHDO may request in writing, from CoHCDD, approval to perform them.

12. Flood Disaster Protection. CHDO shall comply with the Flood Disaster Protection Act of 1973, as amended (P.L. 93-234), and the standards issued thereto. No portion of the monies to be paid to CHDO shall be used for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in an area not in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any of said monies for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided shall contain, if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001, et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973, as amended. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided.

13. Site & Neighborhood Standards. In accordance with 24 CFR 92.251, housing that is newly constructed with HOME funds must meet all applicable local codes, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the, Model Energy Code published by the Council of American Building Officials. The CHDO must assure that unit design specifications and necessary inspections of each unit are conducted to meet compliance requirements. File documentation must demonstrate compliance.

14. Lead-Based Paint Hazards. Assistance provided is subject to the HUD Lead-Based Paint regulations at 24 CFR Part 35, hereby incorporated and made a part of this Agreement by reference. Any funding commitments made by

CoHCDD or CHDO shall be made subject to the provisions for the elimination of lead-based paint hazards under subpart B of said regulations

- 15. Relocation, Displacement, Relocation, and Acquisition.** CHDO must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this agreement. CHDO must comply with the applicable provisions of 24 CFR 92.353.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, September 8, 2020

Re: Acknowledge revisions to the City of Hattiesburg employee handbook - tabled at the August 4, 2020 meeting.
File Number: 2020-592
Minute Book #

Summary

Enclosed revisions of the employee handbook.

Recommendation Statement

I recommend acknowledgement of the revised employee handbook.

Please place this on the September 8, 2020 City Council meeting for consideration.



EMPLOYEE HANDBOOK

August 2020

INTRODUCTION

This Handbook has been adopted by the City Council of Hattiesburg, Mississippi (hereinafter “the City”), to inform you about the City’s employment policies and procedures, and to summarize the employee obligations owed by you to the City, as your employer, as well as the employee benefits available to you as a City employee. It is your responsibility to read your Handbook and familiarize yourself with the information it contains, and thereafter to refer to it whenever you have a question. If you have a question that is not answered by the Handbook, ask your department head, the Human Resources Department or the City Clerk.

As a City employee, the taxpayers and citizens of Hattiesburg, Mississippi, collectively are your ultimate “boss”. You are an integral part of a diversified work force which has the single purpose of serving the taxpayers and citizens of our city. The skills and experience you bring to your job are an important aspect of providing this service. Your day to day and occasional contacts with individual citizens will often be the only basis by which they are able to determine the efficiency, professionalism and responsiveness of the whole of City government. Therefore, it is of the utmost importance you always make the best possible impression when you are interacting with members of the general public. Your job, as is each job with the City, is an essential part of the overall operation of our City. As an employee, we all are counting on you to always provide honest, efficient, reliable and courteous service.

The City administration, acting by and through the elected City Council, reserves the right to amend, modify, supplement or cancel this Handbook at any time whatsoever, including, without limitation, any or all of the various policies, rules, procedures, and programs outlined within this Handbook. Whenever the masculine gender (he, him, his) is used, it also refers to the feminine gender (she, her, hers).

This handbook is not to be construed in any manner as a contract of employment. It does not create a contractual relationship between the City and any employee, nor shall anything in this Handbook be deemed to imply a guarantee of continued employment or benefits for any length of time whatsoever. This Handbook fully preserves the EMPLOYMENT AT WILL doctrine. Although it is hoped your employment relationship with us will be for an extended duration, you or the City of Hattiesburg may terminate this employment relationship at any time, with or without cause or notice. No director, chief, supervisor, manager, or representative of the City of Hattiesburg has the authority to enter into any agreement with you for employment for any specified period of time or to make any promises or commitments contrary to the at-will relationship between you and the City of Hattiesburg.

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CHAPTER ONE

EMPLOYMENT INFORMATION

1-1. At-Will Employment

Employment with the City of Hattiesburg is on an at-will basis. At-will means employment with the City may be ended at any time, for any reason, with or without cause by either you or the City of Hattiesburg. You should not rely upon any written or verbal statement to the contrary, no matter who provides it, as it is invalid. This handbook does not alter the at-will relationship, and nothing in this handbook should be interpreted as a guarantee of continued employment.

1-2. Equal Employment Opportunity

The City of Hattiesburg is committed to providing employment opportunities for all qualified employees and applicants. The City of Hattiesburg also seeks to employ the most competent, qualified, and motivated individuals into available positions, while remaining in compliance with federal and state requirements against discrimination. The City of Hattiesburg does not and shall not discriminate on the basis of race, gender, gender identity, sexual orientation, personal or family genetic predisposition, age, religious beliefs, national origin, veteran, and/or disability status. The City provides reasonable accommodation to individuals with a disability during the application process and as an employee. The obligation applies to all terms, condition and privileges of employment including, but not limited to: hiring, placement, upgrading, transfer and demotion, termination, and/or suspension, recruitment, advertising or compensation, treatment during employment, selection of training, and social and recreational programs.

1-3. Commitment to Diversity

The City of Hattiesburg is committed to being a diverse organization and actively seeks to recognize, value, and incorporate diversity in its services, policies and operations, vendors and workforce. In the event you have a work-related dispute or complaint, please raise your concern in accordance with the City of Hattiesburg's Grievance policy found in this handbook.

1-4. Immigration Employment Law Compliance

The City of Hattiesburg only employs citizens of the United States and alien persons who are authorized to work in the United States. Newly hired employees must complete the federal government I-9 eligibility verification form and present documentation to the Human Resources Department establishing employment eligibility and identity. The City of Hattiesburg uses the E-Verify government system to help establish eligibility.

If you do not present the required verification information that establishes your right to work

in the United States, you will not be permitted to work.

1-5. Infectious Diseases

The City of Hattiesburg does not discriminate against individuals with infectious diseases, including those who are infected with the Acquired Immune Deficiency Syndrome (AIDS) virus. The City will make reasonable accommodations for such individuals who are otherwise qualified to perform their assigned job duties. While privacy of the individual will be protected, the City reserves the right to inform any employee who might have been exposed to infectious diseases in a medically recognized situation.

1-6. Employment of Relatives

Your relatives who apply for employment with the City of Hattiesburg are eligible to be employed unless specifically prohibited by the state nepotism law or unless there is the possibility that public safety will be compromised. These individuals will be evaluated on their qualifications for the position and their relationship to you will be neither an advantage nor disadvantage. However, relatives employed with the City are not to be placed in close working proximity to each other and are not to supervise each other, directly or indirectly.

If you apply for an internal transfer to an available position, your relationship to the supervisor/manager, etc. of the position will be taken into consideration before a transfer is approved.

For the purposes of this policy, a relative is defined as:

Relative by Blood

Parent
Child
Grandparent
Grandchild
Sibling

Relative by Marriage

Spouse
Stepchild
Stepparent
Parent In-Law
Sibling In-Law

AND any other relative who lives in your household.

It is your responsibility to inform management when a relationship (as defined above) exists. Failure to do so could result in disciplinary action.

1-7. Employment Process

A. Position Announcement

In general, positions which have been approved to be filled and open to all candidates will be posted in Human Resources, on the City's website, the Job Line, and at various departmental locations. In addition, notice of position openings will be sent to the MS Employment Security office and sent out using the City's social media process. The City does, however, retain the discretion to allow department heads to verbally announce an opening and hire from within the department. Interested, qualified individuals may apply on-line by going to the City's website or by coming to the HR Department.

To ensure the City reviews applications that are from candidates currently interested in a position, only applications for posted positions are accepted and applicants must submit a new application to be considered for additional positions that become open.

Employees are encouraged to apply for a transfer should a position come open they are qualified for and interested in and the employee is out of their probationary period. When applying for an internal transfer which requires testing for skills such as Typing, Word and/or Excel, you will be required to submit to these skills tests.

To allow ample opportunity for internal transfer requests, vacant positions are posted a minimum of five (5) days before a selection is made and a job offer extended. The interview process will not begin until the minimum 5 day posting requirement is met.

You may apply for the next available Police or Fire Academy only when such applications are being actively recruited, in accordance with Civil Service guidelines. You must meet the minimum requirements for the position(s).

B. Probation Period

You are considered to be on probationary status for a period of six (6) months (12 months for sworn police and fire personnel). This probationary period gives you the opportunity to become familiar with the job and your supervisor an opportunity to evaluate your performance. As a standard practice, you will be evaluated at 2 months, 4 months and 5 months of employment. Should you not be performing at an acceptable level, your supervisor may establish a performance improvement plan.

During this period of employment, you may be reassigned or terminated without grievance or appeal rights.

If you are a temporary employee and are subsequently hired into a full-time position, you will serve a full six months (one year if sworn personnel) probation period; this period begins with the first workday in the permanent position.

C. Duty Assignment

Your supervisor is responsible for assigning duties, and you are expected to carry out these assignments to the best of your ability with a cooperative and helpful attitude. You may not change assignments without the knowledge and permission of your supervisor.

1-8. Classification of Employees

Fair Labor Standards Act Classifications

All paid positions with the City of Hattiesburg are classified as either exempt or nonexempt from the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA). For purposes of salary administration and eligibility for overtime payments, employees are classified as follows:

Non-exempt employees

Employees who are required to be paid the minimum wage and overtime or compensatory time at the rate of one and one-half times the employee's regular rate of pay for all hours worked in excess of forty hours in a workweek, in accordance with applicable federal wage and hour laws, or more frequently in accordance with certain state or local wage and hour laws.

Exempt employees

Employees who are not required to be paid the minimum wage and overtime or compensatory time in accordance with applicable federal wage and hour laws for work performed in excess of forty (40) hours in a workweek. Executives, professional employees, certain administrative and computer employees are typically exempt.

The City of Hattiesburg (COH) intends to comply with all federal regulations with respect to the Fair Labor Standards (FLSA). In this regard, the FLSA provides an exemption from both minimum wage and overtime payment for employees employed in a bona fide executive, administrative, professional and computer positions. To qualify for an overtime exemption, an employee generally must be paid no less than \$35,368 a year or \$684 per week on a salary basis (certain exempt computer employees may be paid at least \$684 on a salary basis or on an hourly basis at a rate not less than \$27.63 per hour.)

Being paid on a "salary basis" refers to an employee who regularly receives a predetermined amount of compensation each pay period on a weekly or less frequent basis which cannot be reduced

because of variations in the quality or quantity of work. Subject to the exceptions listed below, an exempt employee must receive his or her full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees do not need to be paid for any work week in which they perform no work and will not be paid, unless appropriate accrued leave is utilized. If deductions are made from an employee's predetermined salary because of the employer's operating requirements, that employee is not paid on a "salary basis." If the employee is ready, willing, and able to work, deductions may not be made for time when work is not available.

Deductions from pay are permissible when an exempt employee is:

- absent from work for personal reasons, other than sickness or disability;
- absent from work due to sickness and disability, if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;
- in receipt of amounts such as jury or witness fees; or
- on an unpaid disciplinary suspension for one or more full days, imposed in good faith for workplace conduct rule infractions.

Also, the COH is not required to pay an employee's full salary in the initial or final week of employment, for penalties imposed in good faith for infractions of safety rules of major significance, or for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act. In these circumstances, either a partial-day or full-day deduction may be made. Finally, as a public sector employer, the COH operates under principles of public accountability, which permit deductions from the pay of an exempt employee for partial-day or full-day absences due to illness, injury, or personal reasons when accrued paid leave is not used by an employee because:

- permission for its use has not been sought or has been sought and denied;
- accrued leave has been exhausted; or
- the employee chooses to use leave without pay, if such leave is available.

The COH has classified those positions which are considered to be "exempt." It is the policy of the COH to comply with the "salary basis" requirements of the FLSA with regard to exempt employees.

If you believe that an improper deduction has been made to your salary, you should immediately report this information to the Human Resources Department. Reports of an improper deduction from wages will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for improper deduction.

Job titles do not determine exempt status. In order for an exemption to apply, an employee's specific job duties and salary must meet all the requirements of the Department of Labor's regulations and must be approved by your Director and by Administration. The City of Hattiesburg may compensate certain exempt executive, administrative, professional, and computer employees on a guaranteed salary basis. Deductions from these salaries may only be made when the employee absents himself/herself for personal reasons, for sickness when his/her bona-fide sick leave plan has been exhausted, for disciplinary reasons for infractions of major safety or conduct rules, or in initial or terminal weeks. It is the policy of the City of Hattiesburg to not make any improper salary deductions based on variations in quantity or quality of work

done. Any salaried exempt employee who believes that an improper deduction was made from his/her salary may file a written complaint with the Human Resources Department over such deduction. The Human Resources Department will conduct an investigation into the deduction to determine if it was improper. If it is found that the deduction was improper, the amount of the deduction will be reimbursed to the employee by no later than the next pay day, and the City of Hattiesburg will ensure that such deduction is not made in the future from any exempt employee's salary. There will be no retaliation against the employee for filing a complaint under this section.

All salaried employees of the City of Hattiesburg are paid salaries that are intended to cover all hours that are worked.

Types of Employees

1. Elected and Appointed Officials - Mayor, Council Member, Director/Chief, City Attorney, Municipal City Clerk, Deputy Municipal Clerk, Deputy Municipal Court Clerk, Clerk of Council, Deputy Clerk of Council, Municipal Court Clerk, Municipal Judge, Municipal Prosecutor, and Municipal Public Defender.
2. Permanent Full Time – Employees, who are hired to work longer than six months, and who are regularly scheduled to work forty hours in a work week; or, if a sworn police or fire employee hired to work their scheduled FSLA cycle.
3. Permanent Part Time – employees who are hired to work longer than six months, and who are regularly scheduled to work less than forty hours in a work week. These employees are not entitled to full time benefits. They may, however, be required to participate in the Public Employees Retirement System. Human Resources will make that determination. These employees may work more than part-time hours on a temporary basis only, but will remain classified as part-time.
4. Temporary – employees hired to work less than 4 1/2 months because of seasonal needs or emergency situations. Such employees may work full time hours or part time hours. These employees are not entitled to employee benefits including participation in the Public Employees Retirement System.
5. Inactive – employees who, for whatever reason, are unable to work, have no available leave time, and are not eligible or no longer eligible for Family Medical Leave. Employees on inactive status will no longer continue to accrue benefits and are responsible for paying their single health and life insurance premium and any other voluntary deductions. Employees can only

remain on inactive status for 6 months. At 6 months of inactive status if the employee is unable to return to work, the employee's employment will automatically be terminated. Nothing in the previous statement shall prohibit from reapplying for employment.

1-9. Retirement

To be classified as a retiree with the City of Hattiesburg, you as an employee must meet the established criteria for eligibility for service retirement benefits under the Public Employees Retirement System (PERS) or the Municipal System. You also must be employed with the City when you become eligible and at the time you apply for retirement benefits.

To be eligible for service retirement benefits under PERS, you must have four (4) years of contributing membership service if you began paying into the retirement system before 07/01/07. If you began paying into the retirement system 07/01/07 or later, you must have eight (8) years of contributing membership AND be age 60 or older. You may begin drawing retirement benefits at any age if you have 30 years of creditable service in the retirement system (25 years of creditable service if hired 6/30/11 or before) or you are approved for disability retirement benefits by the retirement system. Benefits are based on the number of years of creditable service you have accrued and on the average of the greatest four years of compensation you earned.

For details, please see the Public Employee's Retirement System website at www.pers.ms.gov.

1.10. Compensation

The City of Hattiesburg has established by Ordinance a classification/compensation plan known as the Hattiesburg Variable Plan (HAV PAY). All employee salary ranges fall under this plan. The City encourages all pay be direct deposited into a checking or savings account and have established relationships with financial institutions to help employees meet this standard if needed.

A. Pay Period

The City's workweek begins on Saturday and ends on the following Friday. There are two workweeks in a pay period. Therefore, each paycheck you receive will be payment for hours worked or accrued leave time taken for the previous two workweeks.

You are responsible for clocking in when you begin work and out when you leave work into the City's time keeping system by entering your Employee ID Number and your biometric fingerprint. Employees may also be required to clock in/out for their meal period. Your biometric fingerprint clocking your work time is the official record of the time you have worked and is used to determine your pay. No one shall clock in or out for another unless fulfilling a supervisory responsibility.

Information on your pay will be given only to you, unless you have submitted signed authorization to your supervisor or to Human Resources identifying someone else who is allowed to obtain your pay information. The person you give permission to obtain this information for you must present picture identification for verification.

B. Rate of Pay

The City of Hattiesburg has established wage guidelines and ranges for all positions, including sworn police and fire personnel. Compensation paid is within this established range. There are exceptions, but they occur rarely and only with prior approval of the Mayor. The City will attempt, for the benefit of employees, to maintain wages that are competitive with those paid for similar work by other cities and local industry.

1-11. Work Hours

Workdays for City employees are based on the type of work done and are set by individual departments. A “normal” workweek is 40 hours for non-sworn employees. Sworn employees are paid every two weeks, but their assigned work hours will be different. However, in certain instances work schedules may vary and various employees may work different schedules because of our responsibility to the citizens of the City of Hattiesburg. Your supervisor determines scheduling of your work hours and any unpaid meal period. Your work schedule may need to be changed temporarily to meet the needs of the City. If you refuse to meet needed changes, disciplinary action, up to and including termination, may be taken.

Due to the nature of certain jobs in the City of Hattiesburg, some hourly (non-exempt) employees are subject to being on-call, ready to return to work after their normal work shift is finished.

For the inconvenience of being in such on-call status, employees will be paid \$2.00 per hour for any time spent in such waiting to be called back to work. For any time that such employee is working when called-in back to work, he/she will be paid their normal hourly rate of pay (time and a half such regular rate of pay for hours worked over 40 in a week). Overtime will be calculated on the on-call pay by use of the Wage and Hour Coefficient Table, an acceptable method of overtime pay computation per the Wage and Hour Division.

In order for such employee to be able to return to work in a safe and healthy condition, such employee must refrain from taking any substances, such as alcohol or drugs, including prescription drugs, that may hinder or impede him/her from performing their work. Also, they must be able to report back to work within 30 minutes.

Failure of any employee to accept on-call status and/or work may result in disciplinary action against the employee, up to and including termination of employment. Failure of an on-call

employee to remain sober and able to return to work while in on-call status may result in disciplinary action, up to and including termination of employment. Failure of the on-call employee to remain in close proximity to their job location that would permit them to report back to work within 30 minutes of being notified of the requirement that they return to work may result in disciplinary action against the employee, up to and including termination of employment.

1-12. Meal Period

You are normally given a meal period break during the workday. Meal periods are typically 30 minutes to one hour and you generally are not compensated. Meal periods are scheduled in advance at the discretion of your supervisor. You are required to take your meal period away from your work station area. The City provides a break area for employees who wish to remain at their job location during their meal period.

In rare circumstances, and only with your supervisor's prior approval and there is productive work available, you will be allowed to skip or shorten the meal period to shorten your workday or to make up worktime missed.

1-13. Work Breaks

Breaks may be provided, but not required, and must be approved by the supervisor and scheduled for the convenience of the department. In no case shall there be more than two breaks per eight (8) hour shift, and each break should be no more than fifteen (15) minutes long.

1-14. Overtime

If you are required to work beyond the normal work week or work cycle, you should be granted equal time off during that same work week so the total actual hours worked is the normal total hours in a workweek.

When this is impossible or impractical, if you are a nonexempt employee, you will be paid at one and one-half times your normal hourly rate of pay or accrue compensatory time at the rate of one and one-half hours for all hours worked beyond the normal work week (must work a minimum of 40 hours) in accordance with the Fair Labor Standards Act – FLSA. You may work overtime ONLY with prior authorization of your supervisor and are required to work additional hours as instructed. Refusal to work additional or other than normal scheduled hours may result in disciplinary action up to, and including termination of employment. You will need to provide an explanation of overtime worked to your supervisor so it can be entered into the timekeeping system as an explanation of duties performed to warrant additional work time. If you fail to clock in/out when working or do not report additional time worked to your supervisor during the pay period it is earned, it can be reported and calculated for inclusion on the next paycheck. A manual check will not be

issued to pay over-time hours not included when you fail to use the timekeeping system or report your work hours within the required timeframe. You may have to wait until the next regularly scheduled pay date.

When calculating overtime, do not count holidays or accrued leave time (personal, sick or compensatory hours) as hours worked.

1-15. Compensatory Time

You may, at times, receive credit for compensatory leave. This generally happens when your manager considers it essential you work after normal hours and you are unable to take the time off during the same workweek.

If you are a non-exempt, non-sworn employee, you may earn compensatory time -- instead of cash overtime pay - at a rate of an hour and half for each hour worked over forty (40) hours in a workweek (as defined in Department of Labor regulations). You are limited to 240 hours of earned compensatory time. Sworn Police and Fire have different limits.

Any compensatory hours you earn above the maximum will not be accrued but will be paid out to you. You must first exhaust all accrued compensatory hours when requesting personal leave. Your accrued unused compensatory time will be paid to you when you attain exempt status or leave City employment.

1-16. Promotions

A promotion is the movement of an employee from one position to another position that requires a higher level of skill and/or responsibility. It is also usually assigned to a higher pay range.

After you have served six (6) months in a position or meet the established standards for sworn personnel, you may apply for promotional opportunities through the internal transfer process.

1-17. Internal Transfer

Whenever possible, the City of Hattiesburg promotes and encourages personal and/or professional growth and development for its employees through internal transfers, promotions, and training and educational opportunities. Occasionally, the City will opt to change an employee's duties or position, not at the individual's request, but as a result of some other need, for instance job performance or elimination of the position.

There are two types of transfer requests for non-sworn employees:

A. Employee Request

You may request a transfer to an approved and posted position by submitting a completed Application for Transfer Form and a resume. Applicants must also meet the minimum criteria as listed below:

- You have held your current position for at least six (6) months.
- You have met or exceed the minimum requirements for the position.
- You have a satisfactory job performance and attendance record.
- The position has been approved to be filled and is posted.
- If the position requires candidates to successfully pass a typing test and/or other Clerical Skills test, internal transfer applicants who meet all other minimum requirements will be scheduled for testing.
- An approval for a transfer is at the discretion of the manager with the position open, it is not a guarantee.

The section on the form that you complete must be submitted to your manager. To give you ample time to apply for a transfer and perform any required tests, available positions are posted for a minimum of 5 working days before a hiring decision is made.

Internal transfer requests are only given more consideration than an outside applicant when all other qualifications are equal. Management will consider your ability, employment record and other qualifications in deciding whether to select you for a transfer. (In the event that two or more employees apply for a transfer to the same position and ALL qualifications - including education, initiative, attitude and other factors - are essentially the same among all applicants, the job will be awarded to the employee with seniority.)

If you request and receive a transfer, you will be placed on a six (6) month probationary period to determine job suitability. If your performance in the new position is unsatisfactory, your employment may be terminated if an alternative solution is not determined.

Your pay may be adjusted (either increased or decreased) to accommodate new job duties.

B. Management Transfer

Occasionally, the organizational needs of the City warrant movement of an employee to a different position. Because this movement is at the discretion of management, the previous criteria established for an employee internal transfer does not apply.

If you are a management-transferred employee, you will also be placed on a six (6) month probationary period to determine job suitability. If your performance in the new position is unsatisfactory, your employment may be terminated if an alternative solution is not determined.

If you receive a management transfer, you may receive an adjustment in your pay (either increase or decrease) to fit the responsibilities and the budget of the new position.

1-18. Personnel Records, References and Privacy

Personnel records shall be maintained for each employee in Human Resources. These records are the property of the City and are confidential. Departments are permitted to maintain additional files of employee information, but the official employment record is the one in Human Resources. All appropriate documentation must be forwarded to Human Resources to be included in this file. As an employee of the City, you are required to notify Human Resources of any changes in personal status (i.e.; marital status, number of dependents, beneficiaries, home address, telephone number, etc.) and of any additional educational and skill training you acquire after you are hired.

You may view your personnel records by notifying Human Resources and scheduling a time for inspection that is mutually convenient. If you are a current employee, you may request a copy of your file. Former employees are only allowed access to their employment files by court order.

All inquiries concerning current and former employees shall be referred to the Human Resources Department.

1-19. Performance Evaluations

As a City of Hattiesburg employee, your job performance will be evaluated to help identify your successes as well as areas that need improvement. Newly hired employees and employees who transfer to a new position, will be evaluated several times over the 6 month probationary period (note: Fire and Police Sworn Personnel are under a 1 year probationary period). Evaluations allow your supervisor to measure your work against the requirements of the position and to assess specific behaviors related to your job performance. As part of the process, you will be given the opportunity to review the evaluation and to set goals. If improvement is needed, your supervisor will work with you to develop an action plan that notes any required improvements and provides a time frame for achieving them.

You will be re-evaluated at the appropriate time to determine if improvement has been made; if you are unwilling or unable to make necessary adjustments, termination may be considered.

Performance evaluations will become a permanent part of your personnel file.

1-20. Travel and Expenses

If you are required to travel in the performance of an official duty, City policy allows you to be reimbursed for reasonable expenses incurred as allowed by policy. You are required to use city-owned vehicles when traveling unless circumstances prohibit and you have obtained prior written approval for use of a personal vehicle from your Director or Manager. You can be reimbursed for overnight lodging if you have proper authorization and receipts, and if travel circumstances prevent departure and return on the same day. You are expected to exercise the same care incurring expenses as a prudent person traveling for personal reasons.

It is your responsibility to obtain information regarding the City's travel reimbursement procedure from your department's purchasing and travel manual before you travel. To be reimbursed for any travel expenses, you must follow pre-established rules and regulations. The Purchasing Division is available to answer any additional questions you may have.

1-21. Polygraph Examination

As a condition of employment with the City, applicants for certain positions may be required to take a post-offer of employment polygraph examination. These are positions of trust that involve the handling of cash, property, evidence, equipment, confidential information, civilian law enforcement position, and/or those occupations designated as Deputy Municipal Clerk or Deputy Court Clerk. Results will not be used as the only factor in the hiring decision.

Employees may also be required to participate in specific-issue polygraph examinations during an investigation. It is a condition of employment with the City that you fully cooperate with any law enforcement agency's criminal investigation. Refusing or failing a polygraph with supporting evidence may result in disciplinary action, up to and including termination of employment. Results of a polygraph will be confidential and will be shared only with those who are in a "need-to-know" position.

1-22. Information Technology

The use of computer, electronic mail and Internet systems is reserved for the conduct of business within the City of Hattiesburg. Any unauthorized access or use of the City of Hattiesburg's computer systems is strictly prohibited. The City has established a computing policy. Upon employment, you are given a copy and are responsible for compliance. The City of Hattiesburg's computing Policy is incorporated by reference herein. A violation of this policy may result in disciplinary action ranging from a verbal warning up to discharge from employment.

1-23. Position which requires Bonding

If you were hired into a position which requires you to be bonded or should you transfer to a position which requires you to be bonded, you will **not be allowed to work** in that position until you successfully complete the bonding process and have been bonded. The bond will be paid for by the City. You are also responsible to remain in compliance with all bonding requirements to ensure your bond does not lapse. Failure to obtain bonding will mean termination of your employment should alternative arrangements not be feasible.

CHAPTER TWO

STANDARDS OF EMPLOYEE CONDUCT

2.1. Attendance

Regardless of your position or the duties you perform, you are a valuable employee and your presence is needed if the City is to function properly and efficiently. It is your responsibility to be ready and able to work at the start of your shift.

If for any reason you cannot report to duty or are unable to report to work on time, you must follow pre-established guidelines and notify your supervisor prior to the start of your scheduled work time. Your manager will provide you instructions on how you are to contact your department should an unforeseen circumstance occur.

If you report to work after the scheduled start time, even if it is due to circumstances beyond your control, you will be considered tardy and may be subject to disciplinary action.

If you are absent three or more consecutive days without proper notice or explanation to your supervisor, you may be considered to have abandoned your position and your employment may be terminated.

2.2. Commitment During Work Hours

While at work, you should apply yourself to your assigned duties during the entire work period for which you are being compensated, except for reasonable time needed to take care of personal needs, as approved by your supervisor.

2.3. Resignation

You are required to submit a written resignation to your supervisor if you want to terminate your employment. You should provide a minimum resignation period (“notice”) of ten (10) working days. You may not use compensatory time, personal time, or sick leave during your resignation period. If you happen to fall ill during your resignation period, you must submit a doctor’s excuse to be allowed to use accrued sick time. The resignation period may be extended for the number of days missed due to illness.

If your resignation period ends on a scheduled holiday, you must work the day after the holiday to be eligible to receive holiday pay.

2.4. Conflict of Interest

You should be very careful to avoid using, or appearing to use, your position with the City of Hattiesburg for personal gain. As an employee, you are not to engage in any activity,

whether in private or on official City business, which may pose or appear to pose a conflict of interest.

2.5. Political Activity

You shall not be compelled to participate in any political campaign, nor may you do so voluntarily while on paid duty time. You are encouraged to register to vote and to exercise that right in local, state, and federal elections. You are allowed to voice your opinion on issues and candidates on your own time and as a private citizen, but may not wear buttons, T-shirts, caps, stickers, etc., endorsing a particular candidate or party as part of your work attire or uniform.

2.6. Outside Employment

You are not prohibited from holding outside employment as long as it does not interfere with the performance of your duties, does not create a conflict of interest, and as long as you have informed your supervisor of your outside employment. However, you may not work for another employer while being paid accrued sick leave hours.

2.7. Workplace Violence

Safety of employees is our highest concern. We encourage you always to be alert to the possibility of workplace violence and require that you immediately report all acts of violence or threats of violence to your supervisor. All reports of violence will be handled in a confidential manner, with information released only to those who have a need to know. Every effort will be made to protect the safety and anonymity of anyone who comes forward with concerns about a threat or act of violence. You are given a copy of the City's Work Place Violence Policy upon employment. This policy is incorporated by reference herein. A violation of this policy may result in disciplinary action ranging from a verbal warning up to discharge from employment.

2-8. Harassment – including Harassment of a Sexual Nature

The City is committed in providing a work environment that is free from the hostile atmosphere created by harassment or intimidation. Unlawful harassment of any kind will not be tolerated. Harassment based upon an individual's sex, race, ethnicity, national origin, age, religion, or any other characteristics protected by law will not be tolerated. All employees, including management personnel, both elected and unelected, are expected and required to abide by this policy.

Use of racial or ethnic derogatory remarks, jokes, or gestures will not be allowed, the same shall be investigated, and disciplinary action may be taken, whenever found warranted.

Harassment of a sexual nature is also prohibited. Sexual harassment does not refer to

occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome, that is personally offensive, that lowers morale and that, therefore, interferes with work effectiveness. Specifically, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when: (1) submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for decisions about employment, promotion, transfer, selection for training, performance evaluations, benefits, or other terms and conditions of employment; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

If you believe you have been harassed on the basis of your sex, race, national origin, ethnicity, religion, or any other legally protected background as described in this Handbook, by any individual, including management personnel, employed by the City, you should immediately report the incident to your Director, the Human Resources Manager, the Chief Administrative Officer or the City Clerk. If your supervisor is one of the above or it involves a Council member, you should report harassing conduct to the Mayor. Such charges shall be promptly investigated and, if substantiated, the offending individual will be appropriately disciplined. To the extent possible, all persons involved in a complaint of harassment will be given the utmost protection of privacy, and such matters will be handled as discreetly and confidentially as possible. Persons complaining of harassment will be protected from reprisals and retaliation by other employees as a result of such complaints, and any claim of retaliation, or complaint of filing false harassment claims, shall be investigated and disciplinary action and disciplinary action may be taken, whenever found warranted.

2-9. Substance Abuse in the Workplace

The City of Hattiesburg is committed to maintaining a workplace free of alcohol or drug abuse, and therefore prohibits the sale, possession, and use of alcohol and/or drugs. You will be tested — and must successfully pass — a drug and/or alcohol test before the offer of employment is confirmed. You are subject to testing during your employment with the City for reasonable suspicion and after an accident/incident. A positive test is grounds for immediate termination. Employees in the positions of sworn police, sworn fire, equipment operators, plant operators, employees in Mass Transit, and any other position requiring a CDL are subject to random testing. Should you face the problem of drug/alcohol abuse, please know that you have the option, before testing, of accepting help through the City's Employee Assistance program. However, you can't ask for help after an incident or accident has already occurred. In addition, accessing the Employee Assistance Program does not mean you cannot be disciplined if warranted if you violate City policy, even if the discipline is for actions that are traceable to substance abuse. You are given a copy of the City's Substance Abuse in the Workplace Policy and Program upon employment. This policy is incorporated by reference herein. A violation of this policy may result in disciplinary action ranging from a verbal warning up to discharge from employment.

2-10. Intimate Relationships

You, as an employee, are encouraged to socialize and develop professional relationships in the workplace provided that these relationships do not interfere with the work performance of you or the other person. When you engage in personal relationships (including romantic and sexual relationships) you should always be aware of your professional responsibilities and assure that the relationship does not raise concerns about favoritism, bias, ethics and conflict of interest.

Romantic or sexual relationships between employees, even if consensual, where one individual has influence or control over the other's conditions of employment are inappropriate and prohibited. These relationships or behavior may result in disciplinary action up to and including immediate termination of employment for both parties.

2-11. Personal Phone Calls or Text Messages

Please place your cell phone on vibrate or silent mode when in city buildings. No-hands free cell phone devices are to be worn while at work at any time.

In conducting personal business while at work, you are expected to exercise the same discretion when using personal cellular phones as when using City of Hattiesburg phones. Making or receiving personal calls or text messages during the workday, regardless of the phone used, will interfere with productivity and may distract others.

You are asked to keep personal phone calls, received or made, during work hours to a minimum and to limit them to no more than three (3) minutes at a time. Although the City of Hattiesburg understands you may have personal obligations you feel demand immediate attention, City policy requires you make and receive personal phone calls and/or text messages during non-work-time. Please make sure family members and friends are made aware and adhere to the City's policy.

If an emergency arises, you may be contacted through your supervisor.

You should have no expectation of privacy in the use of City owned cell-phones, computers or other electronic devices. These devices may be searched and monitored.

2-12. Personal Use of City Provided Cellular Phones or Devices

Business cellular phones or other devices may be issued to employees as a necessary part of their jobs. City-issued cellular phones or devices are to be used for business purposes only. If you use a city-issued phone or other device for personal business, you may be required to reimburse the City.

As stated previously, employees should have no expectation of privacy in the use of City owned cell-phones, pagers, computers or other electronic devices. These devices may be searched and monitored.

2-13. Safety Issues for Use of Cellular Phones or Devices

City employees are bombarded with distractions when driving. Limiting the use of cellular devices during this time is one way to minimize the risk of an accident for our employees. Safety must come before all other concerns.

If your job responsibilities include regular or occasional driving, whether in a City-owned or personal vehicle, while on City time, you are expected to refrain from using any type of cell phone while driving a vehicle. Sending or reading text messages, surfing the Internet, receiving or responding to email, and checking text messages is **prohibited** while driving. (Note: Bluetooth may be used for conversation only in vehicles that have capability.)

You should pull safely off of the road and stop your vehicle before placing or accepting a phone call or reading/sending a text message. Texting while driving is not only against City policy but it is also illegal.

You are acting outside the scope of your employment if you use a cell-phone while driving. You are never to place yourself or others at risk to fulfill business needs.

If you are charged with traffic violations occurring because you were driving while using a City-issued or personal cell phone or other device or sending/reading text messages, you will be solely responsible for all liabilities that result from your actions and will be subject to disciplinary action up to and including termination of employment.

2-14. Assigned City Equipment

If you have been assigned City equipment for the performance of your job duties, it must be returned in good condition by your last day of employment or when requested. Should you fail to do so, the fair market value of the equipment may be withheld from your earnings or accrued time as allowed by law.

You are also expected to protect City equipment (i.e., cellular phone, radio, laptop, etc.) assigned to you from loss, damage, or theft. You may be responsible for repaying the City for lost or damaged equipment assigned to your care. If equipment assigned to you is stolen, you must complete a police report. City policy prohibits the misuse or use of City equipment for personal business. You should have no expectation of privacy in the use of City-owned cell phones, pagers, computers or other electronic devices. These devices may be searched and monitored.

2-15. Assignment or Use of City Vehicle

If you are assigned or use a city vehicle and receive a vehicle citation while using that vehicle you are personally responsible for reporting the incident to your immediate supervisor and payment of the citation in a timely manner. Depending on the circumstances you may be subject to disciplinary action up to and including termination of employment.

2-16. Smoking in the Workplace

The City of Hattiesburg is a smoke-free work environment. Breaks may be provided, but are not required and must be scheduled for the convenience of the department. If a break is provided, you may smoke in designated areas only and follow the City of Hattiesburg's Smoking Ordinance. Each break should be no more than fifteen (15) minutes long, and in no case should you take more than two breaks per eight (8) hour shift. Employees are not allowed to smoke in any City owned vehicle.

2-17. Driver's License

As an employee with the City of Hattiesburg you will have the potential to operate a City vehicle, motorized equipment (i.e., tractor, backhoe, etc.), or your personal vehicle while working. Therefore, unless specifically exempted by your Department Director and Administration, you are required to have and maintain a valid MS driver's license throughout the course of your employment. State law requires MS residents obtain a Mississippi license within 30 days, even if their previous license has not expired.

You are required to immediately report to your supervisor should your license expire, or becomes suspended or invalid for any reason.

If you are not exempted from having a valid driver's license for you to perform your day to day job duties and your license becomes *suspended* you will be suspended for 3 work days and given no more than 90 days to have your license reinstated. During this 90-day period of time, and only if it is feasible, you will be temporarily reassigned to duties which do not require a license. If temporary reassignment is not feasible, you will not be able to work until you obtain your valid license (you can use available Personal Leave or will be in a non-paid status.)

Failure to comply with these requirements may result in disciplinary actions up to and including termination of your employment.

2-18. Dress Code

The dress code and appearance of City employees is a direct reflection on the

professionalism of our services. City employees meet with the public daily as part of their regular work day. A neat, well-groomed employee will present a positive image of the City and demonstrate the pride of our City employees. Our appearance and attire have a definite impact on the way we are perceived by others and the confidence that citizens have in our ability to provide quality services.

City employees are expected to be neat, clean, and dress in attire appropriate to their positions. The following information should guide employees on proper dress in the workplace. Although it is difficult to develop a policy that will cover all individual variations in dress and style for each work situation or circumstance, the following guidelines have been established based on public image, job safety, and personal hygiene.

Non-Uniformed Personnel – Office Environment:

The following items of clothing are considered inappropriate for the office environment (Guidelines apply to full-time, part-time, interns, work-study, etc.)

- T-shirts or sweatshirts (unless with supervisor approval)
- Tube tops, halter tops, tank tops, muscle shirts
- Sweat pants or workout clothes
- Any clothing that is overly revealing or outlandish so as to cause distraction
- Clothing with advertisements (City-related logos are acceptable)
- Body-hugging clothing, including leggings and spandex garments
- Shorts
- Jeans (except on Casual Fridays)
- Military or hunting clothes
- Athletic shoes, tennis shoes, flip flops

Leggings are allowed if paired with an appropriate upper garment that is no more than 3 inches above the knee. Cardigan sweaters, dresses or full-length blazers are recommended attire with leggings. Long shirts are not considered a dress. The employee should be conscious of the length of attire to ensure professionalism is maintained.

Casual Friday is considered a casual dress day. Although considered more casual than the normal business attire, the guidelines set forth previously are to be followed. Jeans must not be overly worn, faded, or in disrepair.

Field workers in the office setting for a full day shall follow the same guidelines for non-uniformed personnel.

Please exercise good judgment when dressing for work. Violations may be just cause to require that you leave the work site to change into appropriate attire; you **will not** be paid for

work time missed if you are required to change clothes.

2-19. City Identification Badges

Upon employment, you are provided a City badge identifying you as an employee and listing your position and department. Badges are to be worn while at work and when on official City business unless you are working in certain outside jobs and wear a city uniform with your name on the shirt.

You are required to return your badge to your supervisor if you resign or your employment is terminated. If a badge is lost, there is a replacement fee to obtain a new one as allowed by law. Damaged badges will be replaced at no cost but may result in disciplinary action.

2-20. Solicitation

The City of Hattiesburg limits solicitation and distribution on its premises because such activities can interfere with normal City operations, can be detrimental to efficiency, can be annoying, and can pose a threat to security.

Persons who are not employed by the City are prohibited from soliciting funds or signatures, conducting membership drives, posting, distributing literature or gifts, offering to sell or to purchase merchandise or services (except by representative of properly identified supplies), or engaging in any other solicitation, distribution, or similar activity on City property. The City of Hattiesburg may authorize a limited number of fund drives by employees on behalf of charitable organizations.

The City may permit employees to engage in solicitation or distribution of literature for any group or organization, including charitable organizations, within the following guidelines:

- The sale of merchandise is limited to City functions and activities. Solicitation and distribution of literature with proper approval from Administration should not interfere with work time of either the employee making the solicitation or distribution, or the targeted employee. The term “work time” does not include an employee’s authorized lunch or rest period or other time when the employee is not required to be working.
- The City of Hattiesburg maintains bulletin boards to communicate City information to employees and to post notices required by law. Any unauthorized posting of notices, photographs, or other printed or written material on bulletin boards or any other City property is prohibited. There is only one community bulletin board. It is located on the second floor of City Hall outside of Council Chambers.

2-21. Social Media Policy

- The City of Hattiesburg respects the right of employees to use social media and networking sites as well as personal websites and blogs, but it is important that employees’ personal use of these sites does not damage the reputation of the City or have the potential to affect the operations of the City.
- All employees of the City of Hattiesburg shall observe the following while participating in any social media websites.

Access of social media websites for individual (personal) use during hours when an employee is on duty is prohibited.

Employees shall not post any data, documents, photos or other information to any website or application that has the potential to affect the operations of the City.

Employees shall never use their personal social media accounts in any way purporting to be or speaking for the City of Hattiesburg.

- Violation of any of these policies may result in disciplinary action up to and including termination.

CHAPTER THREE
EMPLOYMENT BENEFITS

3-1. Holidays

Full-time employees receive regular pay for ten (10) legal holidays and for any other day proclaimed as a holiday by the Governor or the President of the United States (section 3-3-7, Mississippi Code of 1972, Annotated, as amended).

If you are a full-time employee, you are required to work your regularly scheduled workday immediately before and after a scheduled holiday to be eligible to receive holiday pay, unless you are on an approved leave of absence, or have requested and been approved in advance to use your accrued personal time off. If you do not have available personal time, you must work the workday immediately before and after a holiday to be eligible to receive pay for the holiday. If you become sick and have to miss the day before or after a holiday, you must submit a physician's certification of illness or a physician's excuse to your supervisor immediately upon your return to work to be eligible for the holiday pay.

The legal holidays are as follows:

January 1	New Year's Day
The Third Monday of January	Martin Luther King's Birthday
The Third Monday of February	Washington's Birthday/President's Day
The Last Monday of April	Confederate Memorial Day [the City substitutes the Friday before Easter Sunday (Good Friday) in lieu of Confederate Memorial Day]
The Last Monday of May	Memorial Day
July 4	Independence Day
The First Monday of September	Labor Day
November 11	Armistice or Veteran's Day
A day fixed by proclamation by the Governor	Thanksgiving Day

of Mississippi as a day of Thanksgiving, which shall be fixed to correspond to the date proclaimed by the President of the United States.

December 25

Christmas Day

The exact dates for observing holidays are published following formal Council adoption each year. If you are a full-time employee who is required to work on an announced holiday, you will receive holiday pay (or equitable compensatory time) and pay for actual hours worked. Holiday pay does not count as hours worked for determining overtime. If you are an exempt employee scheduled to work during a holiday, you may take the holiday at a later date as approved by your supervisor. A holiday cannot be taken before it occurs.

The City of Hattiesburg reserves the right to decrease or add additional holidays each year, as it deems appropriate.

3-2. Personal Leave

A. Accrual

Full-time employees accrue personal leave time based on continuous full-time employment. You are not allowed to use accrued personal leave until you have reached your six-month period of full-time employment.

Full time employees accrue personal leave time hours as indicated below:

Continuing Full Time Employment	Accrual Rate Monthly	Days Earned Annually
1 month - 2 years	8 hours	12 days
25 months - 12 years	12 hours	18 days
145months - 20 years	16 hours	24 days
241months and longer	18 hours	27 days

Advances on personal leave are not permitted.

B. Accumulation

There is no limit to the accumulation of personal leave. Unused personal leave will be carried over from year to year.

C. Payout

If you are resigning or retiring, upon separation of employment you may request to be paid up to 30 days (240 hours) of earned, unused personal leave. All remaining unused accrued personal leave will be certified to the Public Employees Retirement System (PERS) for award as creditable service under the state retirement plan.

D. Personal Leave Request

All personal leave off must be requested and approved in advance by your manager/supervisor. Occasionally situations may arise where you need to be off and requesting off in advance is not an option. Those situations will be handled on a case by case basis and are at the sole discretion of your supervisor.

When requesting off three (3) or more consecutive days, you should provide your manager a minimum of two (2) work weeks of notice. Some departments may require longer, so be sure to check with your supervisor. Unused Holidays and accrued compensatory time must be exhausted before you may use accrued personal leave.

3-3. Sick Leave

A. Accrual

As a full-time employees accrue sick leave time based on continuous full-time employment. Leave cannot be taken before it is earned.

You are eligible to request to use sick leave as soon as it is accrued.

<u>Continuing Full Time Employment</u>	<u>Accrual Rate Monthly</u>	<u>Days Earned Annually</u>
1 month to 2 years	8 hours	12 days
25 months to 12 years	7 hours	10.5 days
145 months to 20 years	6 hours	9 days
241 months and longer	5 hours	7.5 days

B. Accumulation

There is no limit to the accumulation of sick leave. Unused sick leave will be carried over from year to year.

C. Usage

You may only use accrued sick leave for the following reasons:

1. Absence from work due to personal illness
2. Absence from work for a doctor's appointment (includes dentist, eye, etc.)
3. Absence from work due to an approved Family Medical Leave qualifying event (even if an immediate family member)
4. Absence from work (maximum of 3 days) for the death of an immediate family member (spouse, child, parent, brother, sister, grandparents, grandchildren, or similar relationships that are "in-law" or "step."). This is called Emergency Leave.

D. Documentation Required

You are required to submit a physician's certification of illness (sick excuse) before you will be allowed to use accrued sick time for the following reasons:

- on the 3rd consecutive day of illness
- for a medical condition that will require periodic absences from work for a time frame beyond your initial absences
- for a Family Medical Leave event
- when your supervisor has notified you in writing that a physician's certificate of illness will be required for further absences for a specific period of time due to illness/doctor's appointment
- when you miss work due to illness the work day before or the work day after a holiday.

If at anytime, 10% or more of employees scheduled to work in a department designated as vital to the safety of the City of Hattiesburg (Sworn Fire and Police) or to ensure City functions (Sanitation, Water, Mass Transit, etc.) are out at the same time due to illness, all employees who missed work during that period will be required to present a doctor's certificate of illness upon their return to work.

E. Payout

You will not be paid out your accumulated, unused sick hours upon separation of employment. Rather, the unused hours will be certified to the Public Employee's Retirement System (PERS) for award as creditable service under the state retirement plan.

3-4. Administrative Leave

A. Administrative Leave - With Pay

The Mayor may grant you administrative leave with pay when you must serve as a juror, City witness or party litigant in City-related cases, as verified by the clerk of the applicable court (such leave may be in addition to any fees paid for such services). Verification must accompany your timesheet.

The Mayor may also grant administrative leave with pay for a specific length of time if you are involved in a traumatic situation and leave is recommended by your Chief or Director, or if you are under investigation for a violation of City policy and it is in the best interest of the City that you not appear at work. This type of administrative leave is usually of a short duration.

The Mayor may also grant administrative leave with pay in the event of extreme weather conditions or in the event of a man-made, technological, natural disaster, pandemic or other emergency.

B. Administrative Leave - Without Pay

As a City employee, you may be placed on leave without pay for disciplinary reasons and upon approval of your Chief or Director and the Mayor. However, the Mayor may permit you to continue to work when you, with a recommendation from your Director, request instead that a like number of days be deducted from your personal or compensatory leave accumulation, or a combination thereof. Suspension for disciplinary reasons with pay is prohibited.

In extreme and rare situations, you may be allowed to take leave without pay for a period of time not to exceed six (6) months. Leave without pay is granted on a case-by-case basis after all accrued leave is exhausted and if you are not eligible or no longer eligible for Family and Medical Leave. Your Chief or Director, with the Mayor's knowledge and approval, may grant leave without pay for up to one (1) month; only the Mayor can approve leave without pay for periods longer than one month (up to six months).

While on leave without pay, you will be placed on inactive status and will not be eligible to accrue benefits. You also will be responsible for paying individual or family insurance premium(s) each month to maintain coverage. You may choose to drop coverage if it is not under the Section 125 Cafeteria plan, however, if health insurance is terminated you will have to wait until the first of the month after 90 days of active status for your health insurance to go back into effect. You will not be able to pick up coverage again on optional benefits such as dental, vision, etc. until the City's annual open enrollment period.

Upon your timely return from an approved Administrative Leave - Without Pay, you

will be guaranteed your prior position or a position of equal status and equal pay.

3-5. Leave of Absence from Work

The City follows all legal requirements for allowing employees to be off from work including Pregnancy, Family and Medical Leave, and Military. A leave of absence is granted when your department can spare you, when your employee record justifies the privilege, and/or when there is a legal requirement to do so. An approved leave of absence does not guarantee you a job when you are able to return to work, except for Military and Medical Leave. Please contact the Human Resources Department for specifics on any leave of absence from work.

3-6. Jury Duty and Court Appearances

If you are selected for Jury duty, special leave with pay will be granted at your normal rate of pay. You must present a certificate from the court that indicates the date(s) of service to the Human Resources Department.

Should the court excuse you during your normal work hours, you are to report to work.

3-7. Voting

The City of Hattiesburg fully supports our democratic system and affords all of its employees an opportunity to exercise their right to vote. Upon the approval of your supervisor or manager, you may take up to two hours of compensatory or accumulated personal leave should it be impossible to vote either before or after your normal work schedule.

3-8. Employee Assistance Program

As an employee of The City of Hattiesburg, you have access to the Employee Assistance Program (EAP). EAP offers a variety of services to you and your spouse, and/or your dependent children, including personal assessments, referrals, counseling, and educational information to assist in resolving personal problems.

All contacts with EAP are handled professionally and are strictly confidential.

You have two avenues of referral:

- Self- Referral - You recognize that there is a problem and call the EAP to request an assessment. After the assessment, a recommendation and referral will be made for counseling or treatment.
- Supervisor /Mandatory Referral - A supervisor, recognizing a decline in job

performance and suspecting that personal problems may be a significant factor, consults with Human Resources and directs you to obtain an assessment from EAP. After the assessment has been completed, a recommendation and referral will be made and counseling or treatment may begin if needed. As a condition of continued employment, you are required to abide by the recommendation from EAP.

Please contact the Human Resources Department for information on the City's current provider.

3-9. Employee Health Clinic

Employees and eligible dependents may access the City's Employee Health Clinic. It is staffed by a Nurse Practitioner and a Lab Technician to provide free non-emergency health care. All services provided at the clinic are FREE! Un-insured City employees and their eligible dependents may also use the clinic but are required to pay a fee for each office visit and pay the cost for labs performed.

3-10. Employee Professional Development/Training

As an employee you may be afforded an opportunity to enhance your work skills. Details on training offered will be provided by your supervisor.

3-11. Worker's Compensation

The Mississippi Workers' Compensation Law covers all City employees. This law provides certain benefits in the event you suffer a work-related illness or injury. In case of a work-related fatality, this law guarantees the payments of benefits to your spouse and/or dependents. These benefits are provided at no cost to you or your dependents. Contact the Risk Management department for specifics.

You must report any work-related illness or injury to your immediate supervisor as soon as possible so appropriate medical treatment can be arranged. Timely reporting also insures you will be paid all wage loss benefits without undue delay.

3-12. Payroll Deductions for Benefits

Full-time, regular status employees are entitled to receive health, dental, or vision group insurance. Only single group health is provided free of charge. If you elect to cover yourself, you may also elect to cover your dependent(s).

Dependent Classification

You must be legally married in order to insure someone as a spouse.

To insure a child as a dependent, he/she MUST be:

- You or your spouse's biological child, OR
- You or your spouse's legally adoptive child, OR
- You or your spouse's legal foster child, OR
- You or your spouse is the legal guardian of the child, AND
- The child is age 26 or under to be covered under the group health plan, OR age 25 and under AND a full-time student at a college or university to be covered under the group dental or vision plan. For the group dental and vision plans, the college or university must provide verification of full-time enrollment status each fall by September 15 and again in the spring semester by January 15 of each year the dependent remains covered.

A. Health Insurance

As a full-time, regular status employee, you are provided health insurance coverage by the City of Hattiesburg on the first of the month following the completion of sixty (60) days of continuous full-time employment. Dependent coverage is available and is paid through payroll deduction. Should you wish to add dependent coverage at a later date, it can only be done during the City's annual Open Enrollment period unless you have a "qualifying event."

Changes must be made within 31 days of the "qualifying event." Please contact Human Resources if you have questions about "qualifying events."

If you enter into an inactive status, you are responsible for paying the total premium for single health (as well as family health, if applicable) until the time you return to full-time active status.

Upon termination/retirement you may elect to remain on the City's health insurance for the time period allowed by the Consolidated Omnibus Budget Reconciliation Act (COBRA). You are responsible for paying the total monthly premium.

B. Basic Life Insurance

As a full-time, regular status employee, you are provided a Basic Term Life and Accidental Death and Dismemberment Insurance policy of \$20,000. The effective date of coverage is the same as the health insurance, on the first of the month following the completion of sixty (60) days of continuous full-time employment.

C. Optional Term Life Insurance

As a full-time, regular status employee, you are provided an opportunity to purchase additional term life insurance. Group rates are based on your age. Coverage may also be obtained on your spouse and/or dependent children if you choose the additional voluntary life. If a newly eligible employee, you are given a one-time opportunity to obtain up to a \$100,000 policy without underwriting requirements. Spouses and dependents do not have the same guarantee. The effective date of coverage is the first of the month following the completion of sixty (60) days of continuous full-time employment. After initial eligibility, coverage can only be added during the City's annual Open Enrollment period.

D. Dental Insurance

As a full-time, regular status employee, you may elect to purchase group dental insurance, paying your premiums through payroll deduction. The effective date of coverage is the first of the month after sixty (60) days of continuous full-time employment. Dependent coverage is also available. Should you wish to add dependent coverage at a later date, it can only be done during the City's annual Open Enrollment period unless you have a "qualifying event." Changes must be made within 31 days of the "qualifying event." After initial eligibility, coverage can only be added during the City's annual Open Enrollment period.

Upon termination/retirement you may elect to remain on the City's health insurance for the time period allowed by the Consolidated Omnibus Budget Reconciliation Act (COBRA). You are responsible for paying the total monthly premium.

E. Vision Insurance

As a full-time, regular status employee, you may elect to purchase group vision insurance, paying your premiums through payroll deduction. The effective date of coverage is the first of the month after sixty (60) days of continuous full-time employment. Dependent coverage is also available. Should you wish to add dependent coverage at a later date, it can only be done during the City's annual Open Enrollment period unless you have a "qualifying event." Changes must be made within 31 days of the "qualifying event." After initial eligibility, coverage can only be added during the City's annual Open Enrollment period.

Upon termination/retirement you may elect to remain on the City's health insurance for the time period allowed by the Consolidated Omnibus Budget Reconciliation Act (COBRA). You are responsible for paying the total monthly premium.

F. Retirement

Another one of the great benefits you receive as an employee working for the City is your required participation in the Public Employee's Retirement System (PERS) of Mississippi. If you are an eligible employee, both you and the City contribute a percentage of your gross pay each payroll towards your individual retirement account. Currently you will be required to contribute 9% of your gross and the City will contribute 15.75%! This contribution rate may be adjusted in the future by the PERS retirement system. Please go to the Public Employees Retirement System website at www.pers.state.ms.us for additional information as well as current percentages.

If you do not retire but leave public service, you may obtain a refund of your contributions, less 20% withholding for income tax purposes. A penalty may be assessed; retirement contributions are not taxable until they are withdrawn. Please contact the Human Resources Department for additional information.

G. Deferred Compensation

Deferred Compensation is a supplemental, voluntary savings plan administered by the Public Employee's Retirement System offering tax advantages to participants. If you choose to participate, you may set aside part of your salary each year; income tax liability is postponed on that part of the salary until the year you receive the deferred amount. Interest and/or earnings also are tax deferred until withdrawal. Please contact Human Resources for more information

H. Section 125 Cafeteria Plan

The City of Hattiesburg participates in a tax savings mechanism permitted by

Section 125 of the Internal Revenue Code and Sections 25-17-1 to 25-17-9, Mississippi Code of 1972, Annotated, as amended. A Section 125 plan, also legally known as a "cafeteria plan," allows you to payroll deduct, before taxes, premiums paid for health, dental, vision, accident, and other policies. If you place an item under the cafeteria plan, you are prohibited by law from dropping the elected coverage for one year or until the next "Open Enrollment" effective date, unless you experience an eligible "qualifying event." A qualifying event includes marriage or divorce, employment termination, birth or adoption of a child, and loss of a dependent due to age or death. If you experience a qualifying event, you may make

changes to your coverage within 31 days of the qualifying event; any changes must be directly related to the qualifying event. Contact Human Resources for specifics on participating in this plan.

I. Social Security

The City and you (through payroll deduction) each contribute a percentage of your gross taxable income for Social Security/Medicare contributions. Federal law determines the amount to be withheld.

J. Federal and State Income Taxes

As required by law, the City will deduct federal and state income taxes from each of your paychecks. The amount withheld is based on your gross income, marital status, and the number of exemptions you claim and the current tax table.

K. Credit Unions

As a City employee, you may join Central Sunbelt's Federal Credit Union and Southern Mississippi Federal Credit Union for savings or checking accounts or personal loans and have those items withheld as payroll deductions.

L. Garnishments

The City of Hattiesburg will process employee garnishments as required by law. Should you be involved in a garnishment, please know that as long as your financial concerns do not interfere with your job performance, the City of Hattiesburg will merely make the deductions and payments as required. If they do interfere with your job performance, the City may take disciplinary action, as related to your job performance.

M. Optional Deductions

During Open Enrollment, authorized vendors will be on hand to offer additional insurances, such as accident/disability, life, etc. You may sign up for these items and have them payroll deducted during the Open Enrollment Period. In addition, you may join the Family Y and/or the Institute for Wellness and Sports Medicine any time during the year and have those monthly fees payroll deducted.

3-13. Grievance Process

The City of Hattiesburg does its best to provide you fair and equitable treatment. It also encourages you to discuss problems that may arise concerning your working conditions or the treatment you receive in the workplace. Therefore, a grievance process has been established to provide you a mechanism to resolve your issues of concern and a subsequent appeals process.

Ultimately, the grievance process is designed to:

- Resolve the grievance in a manner that is timely and that avoids bias and unfair employment practices;
- Settle the dispute at the lowest management level possible;
- Correct the cause of the grievance, if appropriate and if possible, and prevent future similar complaints;
- Afford the aggrieved party all the applicable safeguards of procedural due-process; and
- Guarantee that as an employee who files a grievance, you are free from reprisal.

The grievance procedure is a step-structured, time-limited process. You may file a formal grievance through this process. However, if you are sworn Police or Fire personnel you are not to use this process, please refer to your Civil Service grievance guidelines.

Employment actions or issues that you may dispute (grieve) are listed below:

- Disciplinary actions (non-sworn personnel only);
- Application of personnel policies, procedures, rules, regulations, ordinances, and statutes;
- Acts of reprisal against you for filing a grievance;
- Complaints of discrimination on the basis of race, color, creed, political affiliation, religion, age, disability, national origin, or gender;
- Performance appraisal ratings, if they affect or potentially may affect your employment status or compensation.

If the employment action is a suspension, demotion, or a reduction in pay, you may dispute these issues by submitting a written, signed, dated document directly with the Chief Administrative Officer (CAO) within five (5) working days from the employment action. The CAO will meet with you within five (5) working days of receiving the document of dispute, and after consultation with the Mayor, will provide you a written response within ten (10) working days of this meeting. This written decision will be final.

The following are employment actions or issues that you may NOT dispute (grieve):

- Issues which are pending or have been concluded by direct appeal through administrative or judicial procedures;
- Relocation or transfer;
- Temporary work assignments which do not exceed 90 days;
- Budget and organizational structure, including the number or assignment of employees or positions in any organizational unit;
- Performance standards and performance elements established as criteria for performance appraisal;
- The selection of an individual to fill a position through promotion, transfer, or demotion, unless it is alleged that selection is in violation of a written City policy or Civil Service statutes;
- Internal security practices;
- Termination or lay-off from duties because of lack of work, reduction of the work force or job abolishment;
- Any matter which is not within the jurisdiction or control of the appointing authority;
- The content of published City or department policy;
- An action by the City pursuant to federal or state law;
- Establishment and revision of the compensation plan (HAV Pay), position classification, and general benefits;
- At Will Employment.

Technical Assistance The Human Resources Division, will provide technical assistance in grieving/appealing issues or actions. Such assistance will not include the actual preparing of grievances/appeals and responses but may include reviewing drafts to assure the forms are technically correct.

Grievance Procedure:

- people
- Step I.
- a. You should first discuss the issue with your immediate supervisor and make every effort to resolve the issue before filing a formal grievance. Submit your concerns in writing to your immediate Supervisor within five (5) working days of the effective date of the action causing concern. There is not a form that you must use, just write your complaint. Be specific as possible. Include dates, involved, etc. to fully explain what happened. Be sure to include your signature and the date on the document you submit to your manager.
 - b. Your immediate supervisor will meet in person with you within five (5) working days of receiving your written grievance.
 - c. After your meeting, you will receive a response in writing from your Supervisor within five (5) working days.

- Step II .
- a. If you do not agree with your supervisor's response, you may, if desired, further grieve the issue by submitting to your Department Director a signed and dated written document stating you do not agree with the outcome of your meeting with your supervisor and the reason for your disagreement. Be specific. You must submit this written document within five (5) working days of your immediate supervisor's written response.
 - b. Your Department Director will meet with you within five (5) working days of receiving your grievance to discuss your concerns. You will receive a written response within five (5) working days of that meeting.
- Step III.
- a. Finally, if you do not agree with the Director's written response, you may further grieve the issue with the Chief Administrative Officer (CAO) by submitting to your Department Director a signed and dated, written document stating you do not agree with the outcome of your meeting and the reason(s) why. Be very specific. This written document must be submitted within five (5) working days of your receipt of your Director's written response.
 - b. The CAO (or designated other) will meet with you within five (5) working days of receiving your grievance and will respond in writing within ten (10) working days of that meeting. The CAO's decision will be final. Should the Department Director or CAO not be available, a person may be designated to act in their stead to continue the process. The CAO or designee's decision will be final.

Time Limit: If you do not initiate the grievance of an issue within the time as set forth above, it will be dismissed. Also, if your grievance is not advanced to the next step within the specified time limit, or within an agreed-upon extension of that limit, it will be considered settled on the basis of the response. Time limits on each step may be extended by mutual agreement of the parties involved. The extension must be in writing, dated, and signed by all parties.

CHAPTER FOUR

EMPLOYEE DISCIPLINE

4-1. Discipline Procedures

The City is committed to a disciplinary procedure that is more corrective and constructive than punitive. Disciplinary actions may arise when an employee violates any rules, regulations, or policies/procedures governing his/her employment, when an employee is guilty of offenses or misconduct which violate general rules of civil behavior, or for offenses against the City.

Normally, the disciplinary procedure to be followed is progressive in nature, as outlined below. However, each situation is considered individually, and the City reserves the right to bypass any of the normal process should circumstances warrant.

- A. Oral Reprimand - Designed to allow a supervisor to give informal, corrective guidance to an employee for a minor infraction or misbehavior.
- B. Written Reprimand - Designed to be issued when an employee has committed a more serious infraction or misbehavior or has repeated a minor infraction or behavior for which he/she has already been warned.
- C. Suspension-Without Pay - This action may be taken when an employee has committed a third infraction or misbehavior for which he/she has been reprimanded twice, either orally or in writing, previously or if an infraction or misconduct of a more serious nature occurs. An employee may be suspended without pay for up to five (5) working days. For suspensions greater than one day, the days will be consecutive work days. When, in the opinion of the director/chief, actual time-off would hinder the operation of the division/department, the employee may be offered the opportunity to have an equivalent number of days deducted from his/her vacation leave and/or compensatory time accruals. In either case, the notice of suspension will include notification of his/her grievance/appeal rights.
- D. Termination: - When infractions or acts of misconduct are repeated or where a single infraction or misconduct is severe, an employee may be terminated from City employment. Terminations will be effective immediately with the employee being advised of his/her grievance/appeal rights.
- E. Personal Conduct - City employees are always in the public eye. It is, therefore, especially important that actions which bring discredit to the City should be avoided in our relationships with the public and each other as fellow employees. Conduct by employees should conform to published rules and regulations and accepted customs

and standards of courtesy, conduct and cooperation. Listed below are examples of actions and conduct (although this is not an exhaustive list) which are unacceptable to the City and may result in disciplinary action, up to and including termination of employment. This policy is not all-inclusive, and the City of Hattiesburg reserves the right to add to or amend to this policy as necessary.

- a. Unauthorized absences or excessive tardiness. Three (3) days no call, no show employee is subject to immediate termination.
- b. Abuse of City Leave Policy
- c. Leaving work without permission or stopping work before time authorized
- d. Conviction of a felony or a crime involving moral turpitude, or a job-related Misdemeanor, or conviction of embezzlement
- e. Conduct unbecoming a City employee
- f. Negligence in performing job duties
- g. Failure to follow instructions of individuals in line of supervisory authority
- h. Insubordination
- i. Willful disregard or violation of safety rules
- j. Failure to report an accident, incident and/or injury
- k. Unauthorized use or mis-use of City equipment or property (including traffic signal control devices)
- l. Theft or removal of City property or that of a fellow employee
- m. Involvement in an accident chargeable to the employee while operating a City vehicle
- n. Accidents/incidents chargeable to the employee that result in injury and/or property damage
- o. Possession, use, distribution or sale of drugs or alcohol on the job
- p. Reporting to work under the influence of alcohol or drugs
- q. Testing positive (as defined by the alcohol/drug testing policy) on an alcohol/drug test
- r. Falsifying leave or work records, giving false information, or giving false testimony in an administrative or judicial proceeding
- s. Use of abusive language
- t. Threats against supervisors, co-workers, or other individuals encountered in the performance of his/her duties
- u. Fighting on the job
- v. Failure to cooperate in an internal investigation, including but not limited to, taking a polygraph examination
- w. Failure of a supervisor to discipline his/her employees at all or consistently

CHAPTER FIVE

EMPLOYEE ATTENDANCE

5-1. EMPLOYEE ATTENDANCE

There are two types of missed work time: Tardy or an Absence.

A. Tardiness

It is important for the operations of the City of Hattiesburg that you are at work and available to begin working at your scheduled start time. Tardiness causes undue hardship on co-workers and diminishes the City of Hattiesburg's service to its citizens.

Tardiness is defined as beginning the workday after your scheduled start time without prior authorization or returning from a rest or lunch period after your scheduled return time without prior authorization; even if you clocked in within the established rounding window for the timekeeping system and your pay is not being adjusted for the minutes late (docked). For any tardy in excess of 2 hours, you will be dismissed for the remainder of the day and will not be allowed to use accrued leave time.

This policy is not all-inclusive, and the City of Hattiesburg reserves the right to add to or amend to this policy as necessary.

B. Absences

There are two types of absences from work; Excused Absence and Unexcused Absence

Excused Absence

For an absence from work to be considered excused, your supervisor must approve the absence **prior** to your missing work. Under certain circumstances (i.e.; absences falling under FMLA, etc.) absences may be excused after an absence. To ensure departmental needs are being met and to allow proper scheduling, you should request time off less than 4 hours at least 12 hours in advance. Time off of 4 hours or more should be requested at least 3 workdays in advance.

Unexcused Absence

An unexcused absence should only occur in cases of unforeseeable circumstances or emergencies.

You are required to personally notify your supervisor that you need time off before the start of your work shift, unless you are hospitalized or otherwise physically unable to do so. Divisions may establish specific guidelines setting the minimum amount of notice that must be given and how you are to call in. Be sure to follow these guidelines to ensure you are meeting your departmental requirements.

If you are abusing your accumulated leave time, your manager may notify you in writing that you will not be allowed future use of your accumulated sick leave time without a written physician's excuse until notified in writing the requirement is lifted.

You are required to work your scheduled work day immediately before or after a City approved Holiday to be eligible for Holiday pay unless you are on approved paid Leave (Personal or Sick).

This policy is not all-inclusive, and the City of Hattiesburg reserves the right to add or amend to this policy as deemed necessary.

CHAPTER SIX

LEAVE PAYMENT – RESIGNATION OR TERMINATION OF EMPLOYMENT

Disclaimer: While the City of Hattiesburg does acknowledge different types of separations from employment and places higher merit on forms of separation such as resignation for unforeseen reasons, PERS statutes do not

The City of Hattiesburg has established the following guidelines for paying your accrued personal leave, accrued sick, and earned compensatory time when you terminate (leave) employment.

6-1. Resigning and Terminated Employee

A. Personal Leave Hours

If you have been employed in a permanent full-time position six months or greater and resign from the City of Hattiesburg, your final check may include pay for unused personal leave; state statute limits this pay to thirty (30) days of accrued hours (total of 240 hours).

As standard procedure, Human Resources will pay your available accrued hours (up to 240 hours) on your final check unless you submit a written request for **less** hours to the Human Resources Department by 5:00 p.m. the Monday before the Friday of your final payday (should that Monday be a holiday, you will need to contact Human Resources before the holiday to make other arrangements).

Any time you have remaining after the payout will be certified to the Public Employees Retirement System (PERS) for award as creditable service under the state retirement plan.

B. Sick Hours

You cannot be paid for accrued, unused sick hours when you are resigning. Instead, all unused time will be certified to the Public Employees Retirement System (PERS) for award as creditable service under the state retirement plan. You may not use sick hours during a resignation period unless you have presented a physician's certification of illness for the time you are sick or for the time you are visiting a doctor.

C. Compensatory Hours

Your unused earned compensatory hours will be paid out on your final payroll check. You may not use compensatory hours during a resignation period.

6-2. Retiring Employee

A. Personal Leave Hours

If you are retiring, you will be allowed to remain on payroll (if desired and you have sufficient unused accrued personal leave time) for up to 30 workdays. A workday is defined as 8 hours, therefore, the total can be no more than 240 hours. You may not use earned, unused sick leave or compensatory time, and at no time will you be allowed to remain on payroll after this date.

State statute allows you to receive a lump-sum payment on your final check for accrued personal leave hours of up to 240 hours.

As standard procedure, Human Resources will pay your available accrued hours (up to 240 hours) on your final check unless you submit a written request for less hours to the Human Resources Department by 5:00 p.m. the Monday before the Friday of your final payday (should that Monday be a holiday, you will need to contact Human Resources before the holiday to make other arrangements).

Any accrued time you have remaining after the payout will be certified to the Public Employees Retirement System (PERS) for award as creditable service under the state retirement plan.

B. Sick Hours

You cannot be paid for accrued, unused sick hours when you are retiring. Instead, all unused time will be certified to the Public Employees Retirement System (PERS) for award as creditable service under the state retirement plan. You may not use sick hours during a resignation period unless you have presented a physician's certification of illness for the time you are sick or for the time you are visiting a doctor.

C. Compensatory Hours

When you retire, your unused earned compensatory hours will be paid out on your final payroll check. You may not use compensatory hours during your resignation period.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, September 8, 2020

Re: Acknowledge and approve the amended 2018-2022 Consolidated Plan and 2019 Action Plan, shifting \$50,000 in CDBG-CARES grant funding from Economic Activities to Public Services Activities
File Number: 2020-639
Minute Book #

Summary

Acknowledge and approve the amended 2018-2022 Consolidated Plan and 2019 Action Plan, shifting \$50,000 in CDBG-CARES grant funding from Economic Activities to Public Services Activities

Recommendation Statement

I recommend approval of the amended 2018-2022 Consolidated Plan and 2019 Action Plan, shifting \$50,000 in CDBG-CARES grant funding from Economic Activities to Public Services Activities

Please place this on the September 8, 2020 City Council meeting for consideration.

Incorporate CDBG-CV funding and new project/activity types.

Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Hattiesburg's 2018-2022 Consolidated Plan was developed through a coordinated community process to identify housing, homelessness, supportive service, and non-housing community needs in the City. The Plan provides the basis and strategy for the use of federal funds granted to the City by the U.S. Department of Housing & Urban Development (HUD) under the Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) Programs. The accompanying one-year Action Plan serves as the City's application for its annual entitlement allocation from HUD under these programs for Program Year 2018.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The primary objectives of the Plan for 2018-2022 are consistent with the primary objectives in the prior Consolidated Plan, which involve addressing a variety of housing concerns. Housing Rehabilitation, Emergency Repair, Acquisition/Rehabilitation, Down Payment Assistance, and Affordable Housing are some of the types of housing-related activities that are consistent with the prior plan. Over the Plan period, the City plans to address 50 Homeowner Rehabilitation projects, Rehabilitate 2 rental units for affordable housing, and create 4 new affordable housing units either for sale or rent. The assistance of 15-20 households through the Down Payment Assistance Program. The achievement of these objectives will rely in part on the City's Community Housing Development Organizations (CHDOs) and other partners in the field of housing.

Behind housing objectives, the next objective of greatest need is in the area of Homelessness and Special Needs Populations. Objectives within the Consolidated Plan that address these populations vary among several eligible types of activities. Population-targeted housing activities can all benefit homeless individuals and families as well as households with special needs. .

The City's Plan also includes Infrastructure activities such as drainage, street improvements, sidewalks, and trails that would benefit low-income areas including more than 1,000 households. Commercial Rehabilitation such as the Facade Improvement Program and Economic Development activities such as the Microenterprise Program will continue to support businesses. Objectives include the facade

improvement of 5 commercial structures and Microenterprise Assistance awards to assist businesses in hopes of creating 10 jobs available to low/mod individuals.

Added by amendment, the City will undertake Public Service and Public Facility activities related to the COVID-19 pandemic with the use of the special allocation of CDBG CARES Act funding made available in 2020. In the area of Public Services, the City will seek to provide outreach and education to low-to-moderate income neighborhoods on the Coronavirus in general and practices to prevent its spread. Activities will also involve screening and testing for COVID-19 both at existing health care facilities as well as pop-up testing sites in low-to-moderate income neighborhoods. Other activities in response to the COVID-19 pandemic include financial assistance to low- and moderate-income households whose income has been negatively impacted by the pandemic as well as Public Facility activities to improve access to the internet in LMI areas.

3. Evaluation of past performance

The City has managed to meet many of its past objectives, in spite of severe funding cuts that decreased the City's to maintain its previous level of accomplishments, particularly in the area of substantial rehabilitation of single-family homess. Over the past five years of the previous five-year Consolidated Plan, was able to continue its objectives in the areas of housing activities by limiting its eligible activities to primarily committing its funding to housing and housing related activities. The City has reduced its waiting list to approximately 25-30 households. Through the funding awarded to its CHDO's the City, a number of rental and homeownership affordable housing opportunities were made available to residents.

The City during the previous five years also demolished more than 20 vacant and blighted properties.

The City also hired a full-time Homeless Coordinator. The City also made great strides in reducing the number of homeless veterans.

4. Summary of citizen participation process and consultation process

The Citizen Participation Process included two advertisements in the Hattiesburg American notifying the public of a schedule of upcoming public hearings and setting a public comment period on the topic of the Consolidated Plan. The City also mailed letters to known neighborhood representatives and faith-based organizations in order to garner additional interest in the upcoming public hearings. The City held one public hearing in each of the City's five (5) wards. Public hearings were held at all of the PHA housimg complexes and at the Council of Neighborhoods.

Recognizing the need for input from organizations that serve low-income areas and individuals, the City sent a letter to known non-profit organizations and held an Inter-Agency Meeting to solicit input. This meeting included participation from many of the organizations that would need to provide consultation in the development of the Plan - the Hattiesburg Housing Authority and MS Regional Housing Authority

No. 8, for instance. Following the meeting and at the close of the public comment period, the City began developing a draft of the Consolidated Plan, at which time, staff consulted organizations as needed in order to ensure appropriate consultations and data were included.

5. Summary of public comments

All consultations, summaries of public hearings, surveys and written comments received are contained herein. Comments largely reinforced the approach to resource allocation that the City has instituted in prior years, with Housing Rehabilitation and Repairs topping the list of priorities. Other activities advocated by the public and by partner agencies include down payment assistance, demolition, public services, microenterprise assistance, commercial rehabilitation, public facility improvement, and infrastructure improvement.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments and views received were accepted and included in the preparation of this document. No comments were rejected for any reason.

7. Summary

The City of Hattiesburg recognizes its CDBG and HOME grants as an opportunity to do great things to improve quality of life for low- to moderate-income residents and as a result, for the City as a whole.

The City values the citizen participation process, and appreciates the input that residents and organizations have supplied in guiding this document. Participation in this process by the residents of low-income areas, and the organizations that regularly serve low-income households is vital to ensuring that the funds are directed to areas and programs in which they can make the greatest impact.

The City believes that the strategies and objectives set forth in this Consolidated Plan are feasible and attainable (assuming that funding remains available), and they are in accordance with the needs and desires communicated by the public that these grants are intended to serve and organizations that provide such services.

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	HATTIESBURG	
CDBG Administrator	HATTIESBURG	Urban Development D/Community Development Division
HOPWA Administrator		
HOME Administrator	HATTIESBURG	Urban Development D/Community Development Division
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative

The lead agency, which is the entity responsible for overseeing the development of the plan, is the City of Hattiesburg through its Department of Urban Development, and more specifically, its Community Development Division. The City enjoys entitlement status under the U.S. Department of Housing & Urban Development's Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs. As such, the City receives an annual, formula driven allocation of funding from each program. In addition to overseeing the planning process for the use of these federal funding sources, the City also administers the programs either directly or through partnerships with capable subrecipients.

Consolidated Plan Public Contact Information

Questions or comments can be directed to:

Clarence Williams, Department of Urban Development

200 Forrest Street, First Floor (P.O. Box 1898)

Hattiesburg, MS 39403-1898

(601) 545-4558, cpwilliams@HattiesburgMS.com

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Additional contact and programmatic information can be found at www.HattiesburgMS.com.

PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(I) and 91.315(I)

1. Introduction

The City's program staff identified and reached out to citizens, local government representatives, public housing authorities, non-profit developers, and various social service agencies to gather input for the Consolidated Plan. The simultaneous development of an Analysis of Impediments to Fair Housing Choice included consultations with many of these same organizations as well as real estate industry professionals and lenders, which provided additional input that can be considered in the development of the Consolidated Plan - particularly as it relates to housing concerns. Subsequent to the above processs, the City has decided to forego the development of a separate AI and will instead participate in a joint AI with the State of Mississippi and other jurisdictions in the State. The City mailed out letters of invitations to all identified stakeholders inviting them to public hearings and inter-agency meetings.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

The City continues to facilitate a group known as the Housing Roundtable to discuss a variety of housing and homelessness issues. Participants include the City's Urban Development Department, Mississippi Regional Housing Authority No. 8, the Hattiesburg Housing Authority, Hattiesburg Area Habitat for Humanity, R3SM (a non-profit housing organization), as well as the City's Community Development Housing Organizations (CHDOs). Participants also include the Salvation Army and Pine Grove Behavioral Health & Addiction Services, which both serve homeless persons; the AIDS Services Coalition, which serves the homeless as well as those living with AIDS; the University of Southern Mississippi's Institute for Disability Studies, which addresses housing issues statewide; and the Hattiesburg Board of Realtors.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The City works closely with the Continuum of Care operating in Hattiesburg and the surrounding areas. The Pinebelt Homeless Coalition is the lead agency for the implementation of HUD Continuum of Care programs. Generally, individuals requiring assistance are referred to this organization. Further, the City has provided funding to the AIDS Services Coalition and Pine Grove Behavioral Health & Addiction Services. The City also has a full-time Homeless Advocate/Coordinator.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City of Hattiesburg is a part of the 71-county "balance of state" Continuum of Care. The City works with the Continuum of Care (Mississippi United to End Homelessness), and a representative from the City regularly participates in their meetings. MUTEH and its members establish guidelines, policies, etc. for the Continuum of Care. The City does not enjoy entitlement status under ESG, and as the City does not directly undertake any activities supporting homeless persons, the City does not access or input information into HMIS.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	AIDS Services Coalition
	Agency/Group/Organization Type	Housing Services-Persons with HIV/AIDS Services-homeless Services-Education
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Non-Homeless Special Needs HOPWA Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Spoke on the phone with agency Director. There is a need for continued mutual support between the City and the organization in the areas of services for persons living with HIV/AIDS as well as general support services for homeless persons.
2	Agency/Group/Organization	Mississippi State Department of Health
	Agency/Group/Organization Type	Housing Services-Children Services-Health Health Agency Child Welfare Agency Other government - State
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Lead-based Paint Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Contacted the agency by mail and by email regarding lead poisoning concerns. The agency reported that the Mississippi Childhood Lead Poisoning Prevention Program providing services to four families of children ages 0-6 years residing in Hattiesburg. All were African-American. The program does not gather information on children older than 7 years or on adults tested for blood lead poisoning. The results along with the area's known aging housing stock indicate that lead paint hazards must continue to be addressed.
3	Agency/Group/Organization	Salvation Army
	Agency/Group/Organization Type	Services-homeless

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The organization participated in an Interagency Meeting and was contacted by mail. The need in Hattiesburg of services for homeless persons and families is greater than the resources currently available. The needs have grown in recent years, and needs include emergency housing, transitional housing, permanent low-income housing, case work, supportive services, and basic needs.
4	Agency/Group/Organization	Southern MS Planning & Development District
	Agency/Group/Organization Type	Services-Education Services-Employment Planning organization
	What section of the Plan was addressed by Consultation?	Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency was contacted by mail. The agency's workforce development programs share some of the intended benefits with the City's Micro-enterprise Assistance Program. The City will further develop its relationship with SMPDD in an effort to improve coordination in the areas of economic and workforce development. A letter of invitation to attend and participate in the public hearings and the Inter-agency meeting was sent to local business groups and organizations.
5	Agency/Group/Organization	U. OF SOUTHERN MISS. INSTITUTE FOR DISABILITIES STUDIES
	Agency/Group/Organization Type	Housing Services-Persons with Disabilities Services-Education Service-Fair Housing Other government - State Business Leaders

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency participated in Interagency Meeting and submitted written comments. The agency suggests that the City fill the Disability Advocate vacancy, seek other sources of funding for homeowner rehabilitation, and suggest facilitating a seminar for residents on fair housing laws.
6	Agency/Group/Organization	Hattiesburg Housing Authority
	Agency/Group/Organization Type	Housing PHA Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency participated in an Interagency Meeting and by mail. With a waiting list of applicants in excess of 100, there is a clear need for additional affordable housing opportunities in Hattiesburg. The majority of housing units managed by HHA are more than 70 years old, so modernization, weatherization, and general maintenance is difficult and/or expensive. Although a new development is planned, its 56 units will not significantly address the waiting list of applicants.
7	Agency/Group/Organization	Hattiesburg Area Habitat for Humanity
	Agency/Group/Organization Type	Housing Services-Education Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The organization participated in an Interagency Meeting and submitted written comments. The organization plans to continue working with its applicants to take advantage of downpayment assistance funding. The organization is interested in taking part in the development of a mixed-income subdivision. Planning, infrastructure, development, downpayment, and financial counseling are all potential projects in which the City and the agency can collaborate.
8	Agency/Group/Organization	Hattiesburg Council of Neighborhoods
	Agency/Group/Organization Type	Civic Leaders Area Neighborhood Associations Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Infrastructure
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives attended and participated in public hearings, called in with comments, and submitted written comment. The organization would like to see the City's efforts toward housing rehab/repair focus on long-term solutions, and they encourage infrastructure improvements in areas of greatest need that are not already slated for repair/improvement by the Public Works Department.
9	Agency/Group/Organization	Oseola McCarty Youth Development Center
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Lead-based Paint Strategy Economic Development

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The organization participated in an Interagency Meeting, a Public Hearing, and submitted written comments. The organization serves mostly youth and children, but also seeks to expand into job creation activities. These are all activities that line up with the City's past Community Development activities, and as such, there will be continued coordination between the City and the organization. The organization also plans to abate asbestos hazards in part of its building in order to expand its useful area. As representation for the broader community, the organization also comments on the need to address lead/asbestos hazards in the aging housing stock - particularly for elderly, low-income households.
10	Agency/Group/Organization	DOMESTIC ABUSE FAMILY SHELTER, INC.
	Agency/Group/Organization Type	Housing Services-Victims of Domestic Violence Services-homeless Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Families with children Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This organization participated in an Interagency Meeting and supplied written comments. The comments reveal a need in the community for transitional housing. The organization provides emergency shelter and counseling to its clientele, but their services and resources are limited. Upon leaving the shelter, options for clients/families are most often Section 8, public housing, and other low-income housing, which is documented as being in short supply.
11	Agency/Group/Organization	DuBard School for Language Disorders
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Education Other government - State

	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This organization participated in a Public Hearing and submitted written comments. The organization works with children, youth, and adults with language disorders. Comments included alarming statistics about illiteracy in Mississippi and the invitation for the City and the DuBard School to coordinate on efforts to improve literacy within Hattiesburg.
12	Agency/Group/Organization	Off Campus Study Hall
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Public Services
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The organization participated in an Interagency Meeting and provided written comments. The comments offer suggestion of a need for after-school tutoring and a general safe place for youth to gather after school.
13	Agency/Group/Organization	Family Network Partnership
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-homeless Services-Education Services-Employment Other government - State Business and Civic Leaders USM - School of Social Work
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The organization participated in an Interagency Meeting and provided written comments. Statements suggested a geographically targeted approach to housing repair, rehab, and demolition programs and fan outward in order to create a culture of housing change, pride, etc.

14	Agency/Group/Organization	South Mississippi Children's Center
	Agency/Group/Organization Type	Housing Services-Children Services-Victims of Domestic Violence Services-homeless Child Welfare Agency
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The organization provided written comments advocating services for homeless persons - particularly services providing a "day haven" with an address that could be used, thereby helping people acquire identification and ultimately, employment and housing. The comments also advocate for all types of housing assistance ranging from homeless services and emergency housing to addressing substandard housing in the community and homeownership. The organization also advocates for rental and utility deposit assistance.
15	Agency/Group/Organization	MS Regional Housing Authority No. 8
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The organization participated in an Interagency Meeting and submitted comments in writing that suggest utilizing Community Development funding for security deposit assistance, utility deposit assistance, transitional rental assistance, and downpayment assistance programs. The City will continue to consult with the organization.
16	Agency/Group/Organization	BREAKTHROUGH COMMUNITY SERVICES
	Agency/Group/Organization Type	Housing Services-Elderly Persons Services-Persons with Disabilities Service-Fair Housing Business Leaders

	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This organization participated in an Interagency Meeting and provided written comment. As a CHDO and an organization with which the City has partnered previously on housing and public service activities, the City will continue to coordinate with this organization.
17	Agency/Group/Organization	Forrest General Hospital (Pine Grove Behavioral Health & Addiction Services)
	Agency/Group/Organization Type	Housing Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-homeless Services-Health Health Agency Publicly Funded Institution/System of Care
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homelessness Needs - Veterans Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This organization participated in an Interagency Meeting and was consulted by email and telephone conversation. Comments suggested continued need in areas of homelessness - both housing and supportive services.

Identify any Agency Types not consulted and provide rationale for not consulting

The process of developing the Consolidated Plan was intended to be as open and involving as possible among the public and servicing agencies. Were any organizations left out of the process, it was certainly not intentional. The City believes that a satisfactory effort was made in notifying the public and agencies from a wide range of types/missions and that ample input was provided by such organizations to create a complete Plan.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Mississippi United to End Homelessness	MUTEH is in the process of establishing a 10-year plan to end homelessness, and the City is in contact with the organization's chairperson, the more regional Pinebelt Coalition on Homelessness, and local organizations serving homeless persons and families.
Analysis of Impediments to Fair Housing Choice	City of Hattiesburg	The City will make an effort to address to the extent feasible, identified impediments - either directly or indirectly - as it develops the annual action plans to accompany the Consolidated Plan.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I))

The City reached out to officials in the City of Petal, Forrest County, and Lamar County during the comment period for the Consolidated Plan, and one response was received from one of those governing bodies.

Narrative (optional):

Forty-nine (49) organizations were invited to attend an Inter-Agency Meeting to discuss the Consolidated Plan. This meeting was not intended to be exclusive of any organization, and there was representation at the meeting from organizations that were previously unknown to the City's Community Development staff, which was encouraging in knowing that the meeting was well publicized. Individuals representing twenty-one (21) organizations attended the meeting, and several organizations that could not send a representative still sent in comments for the Plan and/or attended later Public Hearings. Twenty-nine (29) organizations – all of which had previously been invited to the Inter-Agency Meeting – were mailed targeted questionnaires for further consultation in their areas of expertise and service. At the close of the public comment period, Community Development staff continued to make direct contact with organizations if/when certain areas of the Plan were left without necessary consultation. These methods of contact were typically by email and/or telephone.

PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The Citizen Participation Process involved two Public Notices advertising five upcoming Public Hearings on the 2018-2022 Consolidated Plan and component 2018 Action Plan, which was also promoted through letters to 108 churches and faith-based organizations, and more than 150 neighborhood representatives citywide. The City also held an Interagency Meeting of known organizations that work directly with low/mod households to gather their input on the community development needs of the City. The City's program staff, also being direct providers of services to the low/mod community can attest to many of the needs of the community based on the daily calls received and referrals made for people in various positions of need. Input from the Public Hearings, the Interagency Meeting, written comments, and general daily phone calls to the City weigh heavily in the identification of goals for the Consolidated Plan. With little exception, the citizen participation in all of these areas are also in agreement with 1) the City's historical CDBG/HOME programming, 2) areas for improvement identified in the Analysis of Impediments to Fair Housing Choice, and 3) the consultation comments offered by area housing agencies, local governments, and the variety of other service providers.

Upon completion of a draft of the Consolidated Plan and 2018 Action Plan, Notice was published in the Hattiesburg American that the draft was available for public review and comment. During the comment period, written comment was received from two non-profit organizations requesting consideration of activities that would further address homelessness - particularly among the disabled and those living with HIV/AIDS. During the comment period, program staff experienced a heightened interest in the Down Payment Assistance Program by telephone inquiries and submission of applications. In finalizing the Consolidated Plan, the areas of Down Payment Assistance and affordable housing options for homeless populations has been given additional consideration.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Low-Income Area Residents	December 1 2017 - Public Notice advertised upcoming Public Hearings on the topic of the 2018-2022 Consolidated Plan. See the response/attendance information related to the Public Hearing entries.	Phone calls generated by the advertisement were mostly clarifying the topics the hearings would cover, how our programs operate, etc. and why the hearings were being held.		

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Letter to known Public Service Organizations	Agencies that work with Low/Mod Population	December 1, 2017 - Letter notified agencies of the upcoming Interagency Meeting on the topic of the 2018-2022 Consolidated Plan. See the response/attendance information related to the Interagency Meeting.	Calls were from organizations unable to attend this meeting asking for other opportunities to comment, and they were encouraged to attend one of the upcoming Public Hearings or submit comments in writing before the deadline for public comment.		

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Newspaper Ad	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Low-Income Area Residents	December 1, 2017- Public Notice advertised upcoming Public Hearings on the topic of the 2018-2022 Consolidated Plan. See the response/attendance information related to the Public Hearing entries.	Limited comments about programming were offered by phone, but most related to housing rehabilitation needs.		

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Letter to known Public Service Organizations	Minorities Non-targeted/broad community Churches and Neighborhood Groups	December 1, 2017 - Letters notifying individuals and faith based organizations of the upcoming Public Hearing schedule were mailed. See the response/attendance information related to the Public Hearing entries. Letters were mailed to 108 churches/faith-based organizations and 158 neighborhood representatives.	There were no written responses or comments.		

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Letter to known Public Service Organizations	Agencies that work with Low/Mod Population	January 4, 2018 Interagency Meeting - Two staff and 11 organization representatives attended the meeting (more representatives may have attended that did not sign in).	The meeting included an overview of the City's CDBG/HOME Programs, the Consolidated Plan process, and the importance of gathering input from stakeholders and the community in general, and the Update of the Analysis of Impediments to Fair Housing. Comments included advocacy for: Transitional Housing, Rental Subsidies, Security Deposit Assistance, Utility Assistance, Downpayment Assistance, Housing Rehabilitation, Reconstruction, New Construction of Affordable Housing.		

Demo

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
6	Public Meeting	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Low-Income Area Residents	January 8, 2018- The first Public Hearing was held in Ward 4 at the Jackie Dole Sherrill Community Center. Two staff members and two citizens were in attendance.	Comments included advocacy for Housing Rehabilitation, Crime Prevention Programs, Transportation and Programs for youth, and for the elderly and resources to assist those recently release from jails and prisons.		

Demo

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Public Meeting	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Low-Income Area Residents	January 23, 2018 - The second Public Hearing was held in Ward 2 at the C. E. Roy Community Center. Three staff members and a guest from the Mississippi Center for Justice were in attendance. There were 17 citizens who attended.	There were comments		

Demo

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
9	Public Meeting	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Low-Income Area Residents	January 24, 2018 - The fourth Public Hearing was held in Ward 1 at the Lake Terrace Convention Center. Three staff members and three citizens were in attendance.	Comments included advocacy for Housing Rehabilitation, Lead and asbestos abatement in homes and in facilities of non-profits, Infrastructure improvement in low/mod areas - particularly Palmer's Crossing, Demolition of homes contributing to blight, Single Room Occupancy housing for the mentally ill, and use of Public Facilities as emergency/transitional housing for the homeless. Some of the comments received were from a citizen representing a local non-profit, and those comments are also reflected in the agency consultation section of the Consolidated Plan.		

Consolidated Plan

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
10	Public Meeting	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Low-Income Area Residents	January 25, 2018 - The fourth Public Hearing was held in Ward 3 at the Thames Elementary school auditorium. Two staff members and eight citizens were in attendance.	Comments included additionally advocacy for affordable housing options for homeless persons - particularly the disabled and those living with HIV/AIDS. Program staff experienced a heightened interest in the Down Payment Assistance Program through telephone inquiries and submission of applications.		

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
11	Newspaper Ad	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing Low-Income Area Residents	February 27, 2018 ~ The fifth Public Hearing was held in Ward 5 at Mt. Olive Baptist Church Fellowship Hall. Three staff members, 1 public official, and twenty-two citizens were in attendance.	Comments included additionally advocacy for affordable housing options for homeless persons - particularly the		

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The following Needs Assessment provides some perspective on the condition of housing in the City of Hattiesburg through a review of particular categories of comparison and through different types of housing needs. The assessment serves to compare different types of housing concerns/issues/needs by income category, by household type, by geography, and by race/ethnic group.

According to mapping data, and to the Community Development Division staff's past experience, there is a decidedly greater need for community development efforts in the City's Easternmost Wards and U.S. Census Tracts. Generally speaking – and there are certainly exceptions – there are greater concentrations of minority households and greater concentrations of lower-income households in the Eastern part of the City. This area of the City is also marked with a large area of flood zone, particularly near the Leaf River, which can be an obstacle in the area of housing and marketability.

The Needs Assessment also identifies disproportionate needs in terms of housing cost burden, deteriorating housing conditions, and severe housing problems. In general, there are some areas of need that are disproportionately greater among African-Americans than any other race/ethnicity, but in most cases much of the disproportion is comparable to the distribution among different races/ethnicities within the income category.

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

Housing needs in the City of Hattiesburg are varied and are documented by CHAS data, U.S. Census data, consultation with housing and social service agencies, and citizen input. Needs exist for homeowners, renters, homeless persons, those at risk of homelessness, and people with needs for specific services and housing characteristics. Code compliant housing, affordable housing, emergency shelter, transitional housing, and permanent housing for the homeless are all existing housing needs – many of which the City has made efforts to address in the past. Data shows that overcrowding conditions, excessive housing cost burdens, and housing that lacks basic, complete kitchen and/or bathroom facilities are characteristics that some citizens face. Understandably, the largest subsection of the population facing these specific housing issues are those with extremely low household income or no income at all. Since the last Consolidated Plan, the shortage of decent rental housing along with increasing rents have contributed to an increased risk of homelessness.

Demographics	Base Year: 2000	Most Recent Year: 2013	% Change
Population	44,800	46,716	4%
Households	19,268	18,355	-5%
Median Income	\$24,409.00	\$27,609.00	13%

Table 5 - Housing Needs Assessment Demographics

Data Source: 2000 Census (Base Year), 2009-2013 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	3,710	2,990	2,530	1,405	7,730
Small Family Households	1,110	1,040	810	415	3,320
Large Family Households	255	109	155	45	424
Household contains at least one person 62-74 years of age	365	319	309	173	1,404
Household contains at least one person age 75 or older	134	380	355	185	750
Households with one or more children 6 years old or younger	780	559	394	212	830

Table 6 - Total Households Table

Data Source: 2009-2013 CHAS

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	44	115	25	15	199	4	0	10	0	14
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	35	0	35	4	74	0	0	0	0	0
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	75	65	49	0	189	0	15	20	0	35
Housing cost burden greater than 50% of income (and none of the above problems)	2,315	1,195	180	10	3,700	280	265	135	44	724
Housing cost burden greater than 30% of income (and none of the above problems)	115	590	1,020	160	1,885	4	230	330	119	683

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	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Zero/negative Income (and none of the above problems)	400	0	0	0	400	115	0	0	0	115

Table 7 – Housing Problems Table

Data 2009-2013 CHAS
Source:

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	2,470	1,370	290	30	4,160	285	280	165	44	774
Having none of four housing problems	365	820	1,425	900	3,510	70	520	650	430	1,670
Household has negative income, but none of the other housing problems	400	0	0	0	400	115	0	0	0	115

Table 8 – Housing Problems 2

Data 2009-2013 CHAS
Source:

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	805	805	359	1,969	75	180	145	400
Large Related	244	38	68	350	4	19	15	38
Elderly	134	160	245	539	93	214	119	426
Other	1,390	945	595	2,930	105	90	175	370

Demo

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Total need by income	2,573	1,948	1,267	5,788	277	503	454	1,234

Table 9 – Cost Burden > 30%

Data 2009-2013 CHAS
Source:

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	755	480	74	1,309	75	120	20	215
Large Related	230	24	4	258	4	15	0	19
Elderly	109	130	65	304	89	79	60	228
Other	1,350	635	50	2,035	105	60	50	215
Total need by income	2,444	1,269	193	3,906	273	274	130	677

Table 10 – Cost Burden > 50%

Data 2009-2013 CHAS
Source:

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	75	65	84	0	224	0	15	0	0	15
Multiple, unrelated family households	35	0	0	0	35	0	0	20	0	20
Other, non-family households	0	0	0	4	4	0	0	0	0	0
Total need by income	110	65	84	4	263	0	15	20	0	35

Table 11 – Crowding Information – 1/2

Data 2009-2013 CHAS
Source:

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	0	0	0	0	0	0	0	0

Table 12 – Crowding Information – 2/2

Data Source

Comments:

Describe the number and type of single person households in need of housing assistance.

The City has no available information with which it can describe the number and type of single person households in need of housing assistance.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

Not/Available. the city has no such estimates.

What are the most common housing problems?

The most common housing problems include code compliant housing. Whether owner occupied or rental, decent, safe, sanitary housing is a genuine concern particularly in the low-income census tracts of the City. Needs range from basic repair of critical housing systems to complete rehabilitation of deteriorated structures. Many properties reach a point of deterioration at which rehabilitation is infeasible.

The City's aging housing stock is a common concern particularly in the low-income census tracts. Older homes require more maintenance and regular repairs, which may be difficult or impossible for a person to finance if their income does not allow for it. Older homes also pose a greater health risk by way of lead paint hazards and asbestos hazards.

A substantial amount of the City's land area – especially in the Eastern part of the City – is designated as a flood zone. With some minor exceptions, flood zones in the City mostly cover low-income census tracts. Development, including rehabilitation of homes in the flood zone, which requires a permit, is limited by FEMA requirements and local building codes as to the amount of work that can be done without elevating a home above the base flood elevation. This requirement hampers homeowners in the flood zone from making certain substantial repairs or upgrades to their homes. Homes that are already in significant disrepair are less likely to be rehabilitated because regulation would prohibit the permitting of substantial work. This obstacle contributes to continued deterioration of such neighborhoods.

Code compliance and decent, sanitary housing standards for rental housing are a concern as well as problems in this area are shown to impact low-income citizens to a greater degree.

Are any populations/household types more affected than others by these problems?

Understandably, these housing problems impact low-income residents to a greater degree, and the lower the income of the household, the more likely they are to face these and similar housing problems. Potentially, people moving out of transitional housing into permanent living arrangements will be more likely to face such housing problems as well. Households with zero income or low, fixed-incomes are more likely to be impacted by these problems; as an example, these households may be elderly or disabled and receiving social security or disability income, and the limited amount may limit their housing options or ability to make repairs.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

While there is no single description that identifies all low-income individuals and families, there are several characteristics that are common among such individuals and families. Such characteristics include training, education, and employment challenges; individuals with less education and/or no technical skills are likely to encounter challenges in finding employment other than what would be considered low-income. Likewise, training, education, and employment challenges make it more likely that an individual will be employed in part time or even temporary work, which may be more volatile. Other characteristics of low-income populations include special needs such as physical or mental disabilities.

Common needs among low-income individuals and families are: improved access to the existing network of public services available in the community, opportunities to access housing choice vouchers, services to supplement rent and utilities if/when individuals/families encounter financial hardship, housing opportunities for special needs populations, transitional housing and permanent supportive housing - particularly for families. These needs will also be common among many individuals and families that are formerly homeless and nearing the termination of any temporary assistance provided.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

n/a – The City has no such estimate.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

The City has received no information that would lead to the obvious conclusion that a particular housing characteristic is/has been linked with instability and/or an increased risk of homelessness.

Discussion

Cannot locate the table.

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,880	315	515
White	925	104	190
Black / African American	1,845	180	290
Asian	29	0	10
American Indian, Alaska Native	25	0	0
Pacific Islander	0	0	10
Hispanic	60	30	10

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2009-2013 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,465	530	0
White	705	120	0
Black / African American	1,675	330	0
Asian	14	0	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	58	54	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Demo

Data Source: 2009-2013 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,800	725	0
White	635	195	0
Black / African American	1,070	470	0
Asian	20	0	0
American Indian, Alaska Native	15	0	0
Pacific Islander	0	0	0
Hispanic	20	64	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data Source: 2009-2013 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	355	1,040	0
White	214	424	0
Black / African American	135	585	0
Asian	0	10	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	0	15	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data Source: 2009-2013 CHAS

*The four housing problems are:

Demo

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

Discussion

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,755	435	515
White	925	104	190
Black / African American	1,720	305	290
Asian	29	0	10
American Indian, Alaska Native	25	0	0
Pacific Islander	0	0	10
Hispanic	60	30	10

Table 17 – Severe Housing Problems 0 - 30% AMI

Data Source: 2009-2013 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,650	1,340	0
White	520	290	0
Black / African American	1,065	935	0
Asian	10	4	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	29	84	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data Source: 2009-2013 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	455	2,075	0
White	105	720	0
Black / African American	335	1,200	0
Asian	4	20	0
American Indian, Alaska Native	0	15	0
Pacific Islander	0	0	0
Hispanic	0	84	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data Source: 2009-2013 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	74	1,330	0
White	49	604	0
Black / African American	25	700	0
Asian	0	10	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	0	15	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data Source: 2009-2013 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

Discussion

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	9,690	3,390	4,749	530
White	5,180	1,245	1,620	190
Black / African American	3,995	1,955	2,955	300
Asian	54	84	39	10
American Indian, Alaska Native	0	15	25	0
Pacific Islander	0	0	0	10
Hispanic	360	54	90	10

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2009-2013 CHAS

Discussion:

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

There are instances in Housing Problems and Severe Housing Problems that indicate a disproportionately greater representation of black/African-American households even among specific income groups. In particular, the lower the income categories (0-30% and 30-50% of AMI) were more likely to document such disproportions. This concept is addressed in more detail in previous segments of the Consolidated Plan.

If they have needs not identified above, what are those needs?

The needs of low-income communities are plenty, but strictly in terms of housing, code compliant housing, safe living conditions, and weatherization are basic, physical needs in the housing stock – both owner-occupied and rental. Additionally, there is a need in the community for rental assistance (such as Section 8), as evidenced in the current shortage of such vouchers in existing programs.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

A comparison of a map showing minority concentrations in the City of Hattiesburg and a map showing the concentration of low-income households in the City reveal glaring similarities. Particular areas (but certainly not all areas) of Wards 2, 4, and 5 are identified as low-income areas, which also may be considered “majority-minority” areas in that black/African-American population is significantly higher than white population.

NA-35 Public Housing – 91.205(b)

Introduction

The Hattiesburg Housing Authority is the local housing authority in the City of Hattiesburg with 120 units at each of two housing developments, and 28 single-family units at each of two additional developments for a total of 296 units.

Totals in Use

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	294	0	0	0	0	0	0

Table 22 - Public Housing by Program Type

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Data Source: PIC (PIH Information Center)

Characteristics of Residents

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	
Average Annual Income	0	0	9,801	0	0	0	0	0	0
Average length of stay	0	0	5	0	0	0	0	0	0

Demo

Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average Household size	0	0	2	0	0	0	0	0
# Homeless at admission	0	0	0	0	0	0	0	0
# of Elderly Program Participants (>62)	0	0	43	0	0	0	0	0
# of Disabled Families	0	0	68	0	0	0	0	0
# of Families requesting accessibility features	0	0	294	0	0	0	0	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	11	0	0	0	0	0	0
Black/African American	0	0	283	0	0	0	0	0	0
Asian	0	0	0	0	0	0	0	0	0

Demo

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
American Indian/Alaska Native	0	0	0	0	0	0	0	0	0
Pacific Islander	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 24 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Program Type									
Ethnicity	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	0	0	0	0	0	0	0
Not Hispanic	0	0	294	0	0	0	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

In general, the two 120-unit developments are more than 75 years old, and need to be replaced with new units. In terms of accessible units, of the 296 total units, 13 are suited as handicap-accessible units. The waiting list as of August 15, 2018 includes 357 households, of which, 21 require handicapped-accessible units.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

Of the households on the waiting list for public housing in the Hattiesburg Housing Authority, twenty-three (23) are described as elderly households and twenty-one (21) are described as disabled households. There is a need for 127 one-bedroom units (17 accessible), 108 two-bedroom units (2 accessible), and 81 three-bedroom units (2 accessible). Ninety-five percent (95%) of the households on the waiting list are black/African-American and five percent (5%) are white households. One percent (1%) is Hispanic and less than 0% is Asian.

The most immediate need of residents of public housing and Housing Choice voucher holders is availability. There are more families on the waiting list for housing than there are units that exist. Additionally, and although the Hattiesburg Housing Authority is not the issuer of Section 8 vouchers, it is necessary to point out that there are currently no Section 8 vouchers available through the issuer – the Mississippi Region No. 8 Housing Authority. The availability need for additional units pertains more to those on the waiting list than to families that are already housed in public units; the most immediate need of existing residents of public housing is updated units. The age of the existing units is such that general maintenance has become more expensive over time. Certain modernization efforts and upgrades may be deemed infeasible in favor of newer, replacement developments.

How do these needs compare to the housing needs of the population at large

The unavailability of Housing Choice vouchers is a common problem to the population at large. Also common to the needs of public housing residents is the aging housing stock. Although the Hattiesburg Housing Authority maintains code compliance in its properties, the basic premise that older housing units are more expensive to maintain, more prone to costly emergency repairs, and at some point become infeasible to rehabilitate, upgrade, and modernize, is common among any aging housing stock. Finally, public housing and the City's housing stock are comparable in the sense that there is a need for affordable, code compliant housing: the Hattiesburg Housing Authority has a waiting list of families seeking the authority's code compliant units, and the data presented in previous sections of the Consolidated Plan indicate that there are a significant number of households in Hattiesburg living in conditions that are unsafe, dilapidated, and/or burdensome in terms of cost.

Discussion

Demo

Input received from citizens, agencies, and the Hattiesburg Housing Authority in the course of developing the Consolidated Plan concur that there is a need for additional affordable, code compliant housing in Hattiesburg. This problem can be partially addressed in the development of more public housing units in the short-term, and the replacement of older units in the long-term. The problem can also be partially addressed through availability of Section 8 and other such housing assistance programs as well as economic opportunities in and around the City through which households might improve residents' financial condition and quality of life.

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	2	6	37	0	29	0
Persons in Households with Only Children	0	0	0	0	0	0
Persons in Households with Only Adults	85	18	243	0	54	0
Chronically Homeless Individuals	15	1	0	0	8	0
Chronically Homeless Families	0	0	0	0	1	0
Veterans	6	14	0	0	45	0
Unaccompanied Child	0	0	18	0	0	0
Persons with HIV	1	0	0	0	0	0

Table 26 - Homeless Needs Assessment

Data used originated from the Point in Time survey completed by Mississippi United to End Homelessness. Aggregate data was available for the sheltered/unsheltered data above, but not broken down by county or City. As such, the total count for Forrest County was compared to the total count for the entire survey. Forrest County's count represented approximately 28% of the total. This percentage was used as the factor against aggregate figures to arrive at the data above. Other data related to the number of individuals assigned to different living facilities during calendar year 2017 - emergency, transitional, permanent, etc. - was used to estimate the number experiencing homelessness, becoming homeless, and exiting homelessness. Factors such as lengths of stay less than 365 days and number of individuals placed into permanent housing arrangements were used to better define the estimates. Such estimates could not be deduced for chronic homelessness, veterans, and persons with HIV. There is no data available for Rural Homeless Needs.

Data Source Comments:

Indicate if the homeless population is: Partially Rural Homeless

Rural Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	0	0	0	0	0	0
Persons in Households with Only Children	0	0	0	0	0	0
Persons in Households with Only Adults	0	0	0	0	0	0
Chronically Homeless Individuals	0	0	0	0	0	0
Chronically Homeless Families	0	0	0	0	0	0
Veterans	0	0	0	0	0	0
Unaccompanied Youth	0	0	0	0	0	0
Persons with HIV	0	0	0	0	0	0

Table 27 - Homeless Needs Assessment

Demo

Data used originated from the Point in Time survey completed by Mississippi United to End Homelessness. Aggregate data was available for the sheltered/unsheltered data above, but not broken down by county or City. As such, the total count for Forrest County was compared to the total count for the entire survey. Forrest County's count represented approximately 28% of the total. This percentage was used as the factor against aggregate figures to arrive at the data above. Other data related to the number of individuals assigned to different living facilities during calendar year 2017 - emergency, transitional, permanent, etc. - was used to estimate the number experiencing homelessness, becoming homeless, and exiting homelessness. Factors such as lengths of stay less than 365 days and number of individuals placed into permanent housing arrangements were used to better define the estimates. Such estimates could not be deduced for chronic homelessness, veterans, and persons with HIV. There is no data available for Rural Homeless Needs.

Data Source Comments:

For persons in rural areas who are homeless or at risk of homelessness, describe the nature and extent of unsheltered and sheltered homelessness with the jurisdiction:

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

The comparison of numbers between rural homeless and sheltered or unsheltered homeless within urbanized areas is difficult to make. Generally speaking, the City of Hattiesburg, being the largest and the closest urbanized area within Forrest County, boasts the most services available that benefit homeless persons. As a result, many otherwise "rural homeless" travel to the City.

In simply comparing sheltered to unsheltered homeless, there is approximately a 50/50 distribution, with an insignificantly higher percentage (less than 2%) of unsheltered persons.

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	0	0
Black or African American	0	0
Asian	0	0
American Indian or Alaska Native	0	0
Pacific Islander	0	0
Ethnicity:	Sheltered:	Unsheltered (optional)
Hispanic	0	0
Not Hispanic	0	0

Data Source
Comments:

Data from the Point in Time Survey by Mississippi United to End Homelessness. Total percentage of sheltered vs. unsheltered was used to estimate the division among various race/ethnicities. There being 36 reported on the survey as "Other" race, these 36 were distributed according to the same proportions among White and Black/African-American sheltered/unsheltered.

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

One characteristic of rural homelessness is individuals or families living in substandard housing, or in conditions that are not intended for human habitation. "Neighborhoods without walls" are known to exist in several undeveloped, wooded areas within the City. In general, homeless individuals and families in rural areas - both inside and outside the City limits often migrate to Hattiesburg's urban center because of the availability of services from supportive agencies.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

The data above would indicate that homelessness does not impact a particular race or ethnic group to a disproportionately greater extent than any other. A point of interest in the data, however, is that although a greater number of low-income residents are Black/African-American (disproportionately in some cases), there is a greater number of White individuals/households reported as homeless.

Discussion:

n/a - Data from the 2017 Point In Time Analysis by Mississippi United to End Homelessness, the balance-of-state CoC, in which Hattiesburg is located, was utilized to complete the chart above.

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

Describe the characteristics of special needs populations in your community:

Special needs populations in the City of Hattiesburg are not limited to a specific demographic segment or family type. People living with HIV/AIDS, people living with disabilities (physical and/or cognitive), and the elderly living with disabilities are particular groups of special needs populations in the City, and all have varying needs depending on the specific situations of the individuals/households.

What are the housing and supportive service needs of these populations and how are these needs determined?

Needs are determined largely by the organizations that service these populations directly, as they are most capable of assessing needs as they work hand-in-hand with such clients. Needs of these populations include specific housing arrangements suitable for their specific special needs, which may involve transitional housing and/or permanent housing. Supportive services for special needs populations can vary widely but include services such as counseling, case management, health services, mental/behavioral health services, etc.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

The known population of persons living with HIV/AIDS in Forrest County is 253. 81% are male, 19% female. 70% are Black/African-American, 29% are White, and the balance is other. The total population has risen only slightly in the last five years. According to survey data recently updated by the Mississippi Department of Health, Mississippi was declared the #6 state in the nation for the most new infections reported. Among Mississippi counties, Forrest County ranked #2.

Discussion:

The City of Hattiesburg recognizes that there are special needs populations in the City and the surrounding area whose needs, while partly specific to whatever special need they may have, are still largely similar to the needs of the community in general, which is a basic improvement and maintenance of quality of life. The City recognizes that whether it is housing or supportive services for special needs residents, there are opportunities in planning Community Development activities that can specifically and directly benefit special needs populations.

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

The City's Community Development Division partners with several non-profit organizations in executing its Action Plans, and some such agencies have facilities that can be classified as Public Facilities. Like any facilities, all are in constant need of maintenance and upkeep; some are in need of specific improvements like generators, additions, or rehabilitation; some are in need of ADA compliant access; and some are in need of environmental remediation (lead, asbestos, mold, etc.) to bring the buildings into a condition in which they are 100% functional for use. Additionally, the City's Parks & Recreation Department maintains a list of facility needs for which there are limited or no current resources; many of these facility improvements, upgrades, and additions are located in the City's low-income areas. To address all of the Parks & Recreation items would exceed \$3,000,000.

How were these needs determined?

Needs were identified in consultation with the City's Parks & Recreation Department, which oversees such areas as Community Centers, and consultation with various non-profits through the Consolidated Plan's development process.

Describe the jurisdiction's need for Public Improvements:

There is a need for improvements to streets and drainage in particular – especially in low-income areas. Particular potential projects include drainage improvements in the Timberton Park Neighborhood, a “complete streets” implementation with expected upgrades along Country Club Road, and a Rails-to-Trails project through the Dabbs Street neighborhood, extending from William Carey University to Edwards Street, and along an abandoned rail bed to downtown. Similar drainage and street improvements, as well as construction of alternate transportation/recreation opportunities are possible in other low-income areas of the City as well. There is also a mutual interest with adjoining jurisdictions to maintain and expand the wastewater system, improve and expand industrial park capabilities, and complete outstanding regional road projects. The Palmer's Crossing area, having been mentioned as a potential site for a distribution and logistics hub following the expansion of the Port of Gulfport, is an area of particular interest for infrastructure upgrades. Should plans for such a hub move forward, Public Improvements in and around such a site – regardless of where exactly it may be – could include street widening, increasing numbers of traffic lanes, construction and improvement of sidewalks, drainage improvements, corridor improvements, site development for economic development opportunities, and coordination with railroads for appropriate rail infrastructure.

How were these needs determined?

Needs were identified in consultation with the City's Engineering Department and through citizen participation.

Describe the jurisdiction's need for Public Services:

Of all Community Development activities, the characteristics and purposes of Public Services and public service requests vary the greatest. Needs include meal programs/food banks, recreation opportunities for youth, education programs for youth, financial literacy and counseling, utility/rent/deposit assistance, support services for people living with HIV/AIDS, HIV/AIDS testing, jobs training programs, after school programs for children and youth, support services for homeless persons (varies greatly), medical services, mental/behavioral health services, lead poison screening, disability advocacy, fair housing education and housing counseling, business counseling for those seeking self-employment, adult literacy programs, programs to identify and address language/literacy disorders as early as possible in children, and day services ("day haven") for the homeless.

How were these needs determined?

Needs were identified through consultation with various non-profits and other agencies that provide, or hope to provide the services identified.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The following Market Analysis provides information on the housing market in the City of Hattiesburg by addressing the availability of housing, the cost of housing, the condition of the housing stock, public housing opportunities, barriers to housing, and homeless and special needs facilities. The Market Analysis section also brings into the discussion, community development needs like Infrastructure and Economic Development as it identifies demographics of the economic community and the area's workforce.

Through consultation with various agencies that service homeless and special needs populations, it was evident that there is a great need for facilities such as emergency shelter, transitional housing, and permanent supportive housing for homeless individuals and their families as well as facilities for special needs households.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

Although there are some indications of need in terms of affordable housing units, there is not an abundantly clear need in terms of total housing stock. There is not a preponderance of evidence that would indicate that people/households are homeless solely because there are no available housing units. Units are available, but affordability may be a factor because of some combination of employment and/or income, availability of housing vouchers, and location conducive to employment and/or transportation.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	11,218	52%
1-unit, attached structure	257	1%
2-4 units	2,620	12%
5-19 units	4,792	22%
20 or more units	2,272	11%
Mobile Home, boat, RV, van, etc	465	2%
Total	21,624	100%

Table 28 – Residential Properties by Unit Number

Data Source: 2009-2013 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	77	1%	517	5%
1 bedroom	69	1%	2,518	22%
2 bedrooms	981	14%	4,738	41%
3 or more bedrooms	5,727	84%	3,728	32%
Total	6,854	100%	11,501	100%

Table 29 – Unit Size by Tenure

Data Source: 2009-2013 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

The Hattiesburg Housing Authority is the only public housing authority that operates within the City of Hattiesburg, and they currently have 296 units – all of which are occupied. The City of Hattiesburg's Community Development Division, with funding through the HOME Investment Partnership Program, has constructed through partnership with other community organizations, a minimal number of housing

units for low-income, first time homebuyers. The City's programs as well as the Hattiesburg Housing Authority target low to moderate-income households. There is no targeting of family types, although in the case of the housing authority, the type of family served from their waiting list of applicants will be determined based on the type of unit (number of bedrooms, ADA accessibility, etc.) that has become available.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

Although the City of Hattiesburg's Community Development efforts include the demolition of housing units, these demolition projects are limited to vacant, often abandoned, dilapidated homes that are unsuitable and unsafe for occupancy. As such, these demolitions are not reducing the affordable housing inventory. Additionally, the Hattiesburg Housing Authority is undergoing efforts to begin the replacement of older units, but this process will not involve the long-term loss of affordable units.

Does the availability of housing units meet the needs of the population?

The Hattiesburg Housing Authority's waiting list of applicants is one indication that the housing stock in Hattiesburg may not be fully supporting the needs of the population. While the people on the waiting list may not necessarily be homeless, it is reasonable to presume that the people on the waiting list are not comfortable or accepting of their current living situation because of some combination of 1) cost burden, 2) physical housing condition, 3) overcrowding, or 4) some other economic and/or quality of life issue. Though there are some liberties being taken in this assessment, it is reasonable to presume that if an individual's needs/desires in all of these areas were being met, they would likely not be on a waiting list for a public housing unit.

Describe the need for specific types of housing:

The Hattiesburg Housing Authority's significant waiting list indicates that there is a need for additional housing units. In addition to needs for traditional housing units, needs have been identified through consultation with several non-profit agencies and service providers, for particular special needs and homeless populations. These needs include single room occupancy units for mentally ill or other applicable populations, general transitional housing units (not specific to special needs groups) for individuals and families coming out of emergency shelter, and permanent affordable housing units conducive to individuals or families moving from transitional housing. The City of Hattiesburg also has a growing need for emergency shelter options for households facing homelessness.

Discussion

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

Cost of Housing

	Base Year: 2000	Most Recent Year: 2013	% Change
Median Home Value	65,400	111,900	71%
Median Contract Rent	374	531	42%

Table 30 – Cost of Housing

Data Source: 2000 Census (Base Year), 2009-2013 ACS (Most Recent Year)

Rent Paid	Number	%
Less than \$500	5,136	44.7%
\$500-999	5,697	49.5%
\$1,000-1,499	500	4.3%
\$1,500-1,999	113	1.0%
\$2,000 or more	55	0.5%
Total	11,501	100.0%

Table 31 - Rent Paid

Data Source: 2009-2013 ACS

Housing Affordability

% Units affordable to Households earning	Renter	Owner
30% HAMFI	550	No Data
50% HAMFI	1,765	604
80% HAMFI	6,640	1,556
100% HAMFI	No Data	2,236
Total	8,955	4,396

Table 32 – Housing Affordability

Data Source: 2009-2013 CHAS

Monthly Rent

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	626	721	877	1,171	1,221
High HOME Rent	608	652	784	897	981

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Low HOME Rent	461	494	593	685	765

Table 33 – Monthly Rent

Data Source: HUD FMR and HOME Rents

Is there sufficient housing for households at all income levels?

The waiting list for housing at the Hattiesburg Housing Authority, as well as consultations with various non-profit agencies indicate that inventory of housing may not be sufficient for extremely low income residents, including households moving through transitional housing arrangements. Inventory of housing appears to be sufficient for households of higher income levels, although there are often credit/financing obstacles for those in the low- to moderate-income segments attempting to purchase a home even though the housing cost burden to own is often less than what one might face in a comparable rental arrangement.

How is affordability of housing likely to change considering changes to home values and/or rents?

Home values rose consistently in the early 2000's and spiked significantly in 2005 and 2006 following Hurricane Katrina. The troubles in the housing market and finance industry since 2009 have brought home values down. There has not been much impact to rents that would suggest they have come down in parity with home values since 2009.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

Median Contract Rent is below that of Fair Market Rent and HOME Rents for all categories of units with the exception of zero-bedroom units. This would indicate that the majority of rental units in Hattiesburg are more affordable than what HUD considers as a fair/allowable value for such units. In terms of impacting strategies for affordable housing activities, this does not make a considerable case to justify the City focusing on creating affordable rental activities. Although the overall strategy may include certain rental activities, it is more likely that such activities will remain a smaller part of the overall strategy.

Discussion

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

Definitions

A home with a substandard condition is one in which there is any code violation, any health or safety concern or deficiency, or one that is lacking any properly functioning system including roof, electrical, plumbing, full bathroom, and kitchen. Substandard condition but suitable for rehabilitation is a property that can be rehabilitated within the framework of the City of Hattiesburg's Housing Rehabilitation, Repair, and Reconstruction Manual. The manual which was revised in 2015 still lists a limit on such a project at a hard cost of \$50,000.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	1,869	27%	6,015	52%
With two selected Conditions	49	1%	411	4%
With three selected Conditions	0	0%	54	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	4,936	72%	5,021	44%
Total	6,854	100%	11,501	100%

Table 34 - Condition of Units

Data Source: 2009-2013 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	664	10%	3,446	30%
1980-1999	1,064	16%	2,749	24%
1950-1979	3,334	49%	4,299	37%
Before 1950	1,792	26%	1,007	9%
Total	6,854	101%	11,501	100%

Table 35 – Year Unit Built

Data Source: 2009-2013 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	5,126	75%	5,306	46%

Housing Units build before 1980 with children present	1,391	20%	223	2%
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Table 36 – Risk of Lead-Based Paint

Data Source: 2009-2013 ACS (Total Units) 2009-2013 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	75	25	100
Abandoned Vacant Units	30	120	150
REO Properties	0	0	0
Abandoned REO Properties	0	0	0

Table 37 - Vacant Units

Data Source Comments:

Need for Owner and Rental Rehabilitation

The history of the City's Homeowner Rehabilitation Program indicates that there is still a great need for such work. In 2009, the City stopped taking applications for homeowner rehab when the list of applicants exceeded 300. The general condition of aging housing stock in Hattiesburg would indicate that there is likely an equal proportion of rental units in the City that are in need of rehabilitation. The promotion of homeownership and the existing, documented need for homeowner rehab justify a continued focus on homeowner rehab versus rental rehab in the future, although rental rehabilitation will be given consideration.

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

Approximately 13,064 housing units in the City of Hattiesburg were built prior to 1980, and thus potentially contain lead-based paint hazards. It is estimated that 53% of Hattiesburg households are low- to moderate-income, so a simplified and conservative estimate of 6,924 units contain lead-based paint hazards and are occupied by LMI families. The actual number will be somewhat lower considering that 1) all LMI families do not reside in pre-1978 homes, 2) all pre-1980 homes do not have lead-based paint hazards, and 3) the City (as should any other entity using federal funds) abides by 24 CFR Part 35, which requires lead abatement on certain rehabilitation projects.

Discussion

Cannot locate the table.

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

The Hattiesburg Housing Authority is the only public housing authority that operates within the City limits. The Mississippi Regional Housing Authority No. 8 operates in the region and offers Section 8 vouchers that can be used within the City, but operates no public housing units. There is currently no available data for the number of accessible units nor the types of vouchers available.

Totals Number of Units

	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available			296						
# of accessible units									
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 38 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

The Hattiesburg Housing Authority has two developments with 120 units each, and two developments of 28 single-family units each, for a total of 296 units. The two 120-unit developments are more than 70 years old and are in need of replacement. Project based vouchers is 52. Tenant based vouchers is 829. 6 project based vouchers accessible units,

Public Housing Condition

Public Housing Development	Average Inspection Score
Hattiesburg Housing Authority	65

Table 39 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

As can be expected with aging buildings, there is a growing need for ongoing maintenance, and upgrades and rehabilitation efforts on older buildings are costly. The HHA has plans in place to begin replacing the older units in the coming years.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

The Hattiesburg Housing Authority has a citizen participation process by which residents are involved in the development of capital improvement plans. Additionally, the plans to replace the older housing stock would improve the living environment for residents.

Discussion:

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

INVENTORIES OF FACILITIES AND SERVICES

Pine Belt Mental Healthcare - Ivy Trace Female Group Home (7); The Oaks Male Group Home (10)

- Housing and mental healthcare for adults who are mentally ill; information and referral services

Breakthrough Community Services - Mercy House Group Home (6)

- Housing, counseling, and support services for youth who are in the Custody of the State

Salvation Army - Emergency shelter with (43) beds & three (3) baby beds; three (3) family rooms for women with children. This facility is currently under going reconstruction. It was destroyed during a tornado in January 2017.

- Emergency shelter, counseling, information and referral services

Domestic Abuse Family Shelter - Emergency shelter with twenty (20) beds for women and children and an area for children

- Full service shelters for women and children who are victims of domestic abuse; information and Referral services

South Mississippi Children's Center - Emergency shelter for children ages 10-17 for eleven (11) children for up to 45 days

- Shelter, diagnostic and evaluation services; information and referral services

Christian Services - Emergency shelter, Genesis Homes - three (3) homes for families with children; Transitional Program for up to 18 months for men 18 years old and older

- Shelter, counseling, employment assistance, etc.; information and referral services

AIDS Services Coalition - Transitional housing for up to ten (10) individuals with HIV/AIDS for up to two (2) years while working towards rehabilitation

- Housing, meals, counseling, educational programs, therapy, rental assistance, nutrition assistance, referral for child care, substance abuse counseling

Pine Grove Next Step - Housing and basic care management for up to 25 males and 30 females who are chronically homeless and suffer addiction, mental illness, or disability

- Housing, basic care, mental health, vocal rehab, case management

Special Needs Facilities and Services

The Consolidated Plan must describe the facilities and services that assist persons who are not homeless but who require supportive housing and programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing.

Agencies such as the following provide services and facilities to assist persons who are not homeless but who require supportive services, for persons who are returning from mental and physical health institutions: The Forrest County Health Department, Lamar County Health Department, Pine Belt Mental Health Resources, AIDS Services Coalition, Mississippi Department of Rehabilitation Services, Domestic Abuse Family Shelter, Salvation Army, and Christian Services.

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	8	0	0	35	0
Households with Only Adults	0	0	0	27	0

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Chronically Homeless Households	0	0	64	0	0
Veterans	15	0	0	0	0
Unaccompanied Youth	35	0	95	81	0

Table 40 - Facilities and Housing Targeted to Homeless Households

Data Source Comments: Data gathered from Mississippi United to End Homelessness.

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

Pine Grove Behavioral Health & Addiction Services offers services to chronically homeless persons, which often involves health and mental health services. The University of Southern Mississippi's Institute for Disability Studies also provides case management services, which may vary depending on an individual's needs, but could include employability skills. Several agencies have expressed interest in the creation of a day haven for homeless persons, which would create a temporary address that may help in gaining employment, and may serve as a location from which other employment/employability services are provided.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

Basic Facility Info is listed in Introduction section above - IDIS' character limit in this box prohibited a full answer

Facilities and Services/Non-Homeless

The following is a listing of the agencies providing facilities and services to the non-homeless who require supportive housing and other support needs:

Agency/Facility - Services Provided

Domestic Abuse Family Shelter - Shelter for victims of Domestic Violence; Child Care; Counseling

Christian Services - Emergency Shelter; Food; Counseling; Transitional Housing; Rent and Mortgage Assistance

Salvation Army - Food; Clothing; Medicine; Shelter; Rental Assistance

AIDS Services Coalition - Assistance with: Food, lodging, counseling, rental assistance, utility assistance, assistance with medications, HIV/AIDS prevention education, nutritional assistance, Food Pantry, referrals for child care, medical services, substance abuse/drug counseling, mental health, etc. The Coalition is the only HIV/AIDS service organization providing comprehensive HIV disease specific individual services and referral.

Boys & Girls Clubs - Wide variety of Youth Development Programs; Recreation; Crisis Intervention; Substance Abuse Prevention; Public Housing; Youth Sports Program

Pine Belt Mental Healthcare - Shelter for Alcohol and Drug Abusers; Temporary shelter for Transient Men and Women; Counseling; Food; Clothing; Mental Healthcare and counseling; Case Management; Severely limited housing

Forrest & Lamar County Health Departments - Home Health Care; Testing for Persons with AIDS; Provisions of Medicine and Health Care; Testing; Immunization

MS Dept of Rehab Services - Employment assistance

Meals on Wheels - Home delivery of meals to the elderly

Christian Services - Hot meals daily; Rental assistance; Utility assistance; Clothing; Help with cost of medicine; Referral to other assistance agencies

PACE Headstart - Child Care Program designed to allow parents to seek and maintain gainful employment in part; Educational Programs

Catholic Social and Community Services - Food; Clothing; Utility Assistance; Counseling; Assistance with housing

Breakthrough Community Services, Inc. - Utility Assistance

American Red Cross - Emergency Support Services

United Way - Financial Literacy Programs

Facilities and Programs for Mentally and Physically Impaired

The availability of facilities and programs to serve the mentally and physically impaired are limited. Agencies known to serve mentally and physically impaired include, but are not limited to:

- Pine Belt Mental Healthcare
- Pine Grove Next Step
- Mississippi Department of Rehabilitation Services
- LIFE of South Mississippi
- Salvation Army
- Christian Services, Inc.

· AIDS Services Coalition

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

The City's interaction with several non-profit agencies that serve special needs groups serves as evidence that there is an ongoing need for such services in the City. The AIDS Services Coalition's 1-2-1 Haven House serves persons living with HIV/AIDS and provides various supportive services. Pine Grove Behavioral Health & Addiction Services serves chronically homeless populations, which often require services related to various addictions, physical health needs, and/or mental health services. Living Independently for Everyone (LIFE) serves as an advocate for people living with disabilities. Several organizations offer transitional housing options for homeless families and individuals; these organizations have case management service needs to assist their residents.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

The staff at Forrest General Hospital is trained to screen and identify patients that may have special housing and/or related supportive service needs. A procedure created by FGH and Pine Grove Behavioral Health & Addiction Services ensures that hospital staff provides applicable referrals or involves the Pine Grove staff as needed in order to better determine and serve patients' special needs.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

The Pinebelt Coalition on Homelessness includes representation from the City's Department of Federal Programs and the Department of Urban Development. Meetings of the coalition serve as an opportunity for appropriate City staff to become apprised of the goings on of the local agencies that directly serve the homeless and special needs populations. Collaboration at the meetings shed light on opportunities for the members – including the City – to partner for mutual purposes. The City's Public Relations Office produces a referral brochure related to local services for the homeless. Many of the Coalition members are referenced, and the document is a useful tool to provide to homeless individuals, the public, law enforcement, and other partner agencies. Purely in terms of housing, the City's

Downpayment Assistance Program (HOME funds) can be combined with a similar downpayment program administered by the USM Institute for Disability Studies (for dually eligible applicants).

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

The Pinebelt Coalition on Homelessness includes representation from the City's Department of Urban Development. Meetings of the coalition serve as an opportunity for appropriate City staff to become apprised of the goings on of the local agencies that directly serve the homeless and special needs populations. Collaboration at the meetings shed light on opportunities for the members – including the City – to partner for mutual purposes. In the next year, the City's Public Relations Office plans to produce a referral brochure related to local services for the homeless. Many of the Coalition members will be referenced, and the document will be a useful tool to provide to homeless individuals, the public, law enforcement, and other partner agencies. Purely in terms of housing, the City's Downpayment Assistance Program (HOME funds) can be combined with a similar downpayment program administered by the USM Institute for Disability Studies (for dually eligible applicants).

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

The City's zoning ordinance and related regulations are conducive to affordable housing development. As public policies are concerned, the only notable barrier to affordable housing has to do with development in flood zones where FEMA regulations create limitations on the value/cost of rehabilitation that can take place on existing structures. Historically, new affordable housing has not been created in flood zones when using CDBG or HOME funds because of the challenges of meeting the development requirements. The City will make it known to partner agencies and CHDOs that such new developments are possible given compliance with certain development and insurance requirements.

Until the City completes a new Analysis of Impediments to Fair Housing, the City will use the information from its previous AI. The City has joined a coalition with the State of Mississippi and others to produce a joint AI. In 2012, the City completed an Analysis of Impediments to Fair Housing Choice.

Impediments/challenges identified include 1) a lack of fair housing education, 2) the unavailability of code standard affordable housing for homeownership, 3) the unavailability of code standard housing, both rental and homeownership for low- to moderate-income persons, 4) the unavailability of code standard housing, both rental and homeownership for elderly and disabled, 5) low- to moderate-income persons are un-banked or under-banked and do not understand the need for good credit ratings, 6) the lack of credit worthy low and moderate-income families limit their opportunities to purchase affordable housing and to participate in downpayment assistance programs, and 7) housing to accommodate the needs of persons with HIV/AIDS is virtually non-existent; most property owners have a fear of renting to a person with AIDS. None of these impediments to fair housing choice or affordable housing have been created by a public policy. Many of these impediments can, however, be addressed through proper planning and implementation of the CDBG and HOME Program activities described herein.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	219	88	2	0	-2
Arts, Entertainment, Accommodations	2,253	6,006	20	19	-1
Construction	478	1,151	4	4	0
Education and Health Care Services	2,147	7,252	19	23	4
Finance, Insurance, and Real Estate	692	2,053	6	6	0
Information	151	430	1	1	0
Manufacturing	1,363	2,863	12	9	-3
Other Services	323	849	3	3	0
Professional, Scientific, Management Services	603	1,629	5	5	0
Public Administration	0	0	0	0	0
Retail Trade	2,040	6,823	18	21	3
Transportation and Warehousing	560	1,321	5	4	-1
Wholesale Trade	410	1,291	4	4	0
Total	11,239	31,756	--	--	--

Table 41 - Business Activity

Data Source: 2009-2013 ACS (Workers), 2013 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	23,912
Civilian Employed Population 16 years and over	20,754
Unemployment Rate	13.21
Unemployment Rate for Ages 16-24	38.96
Unemployment Rate for Ages 25-65	7.84

Table 42 - Labor Force

Data Source: 2009-2013 ACS

Occupations by Sector	Number of People
Management, business and financial	4,038
Farming, fisheries and forestry occupations	780
Service	2,974
Sales and office	5,464
Construction, extraction, maintenance and repair	1,585
Production, transportation and material moving	970

Table 43 – Occupations by Sector

Data Source: 2009-2013 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	17,512	86%
30-59 Minutes	2,247	11%
60 or More Minutes	667	3%
Total	20,426	100%

Table 44 - Travel Time

Data Source: 2009-2013 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	1,518	350	1,071
High school graduate (includes equivalency)	2,868	562	1,421
Some college or Associate's degree	4,391	587	1,516

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Bachelor's degree or higher	5,338	154	994

Table 45 - Educational Attainment by Employment Status

Data Source: 2009-2013 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	105	156	147	435	544
9th to 12th grade, no diploma	705	774	404	1,023	950
High school graduate, GED, or alternative	1,819	1,743	1,196	2,029	1,155
Some college, no degree	6,130	1,978	1,054	2,074	755
Associate's degree	1,093	695	352	482	97
Bachelor's degree	942	1,629	973	1,316	818
Graduate or professional degree	122	1,056	611	967	808

Table 46 - Educational Attainment by Age

Data Source: 2009-2013 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	13,370
High school graduate (includes equivalency)	21,517
Some college or Associate's degree	19,723
Bachelor's degree	33,406
Graduate or professional degree	47,974

Table 47 – Median Earnings in the Past 12 Months

Data Source: 2009-2013 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

The largest employment sectors in the City of Hattiesburg are, starting with the largest: Arts, Entertainment, Accommodations; Education and Health Care Services; Retail Trade; Manufacturing; Finance, Insurance, and Real Estate; and Professional, Scientific, and Management Services.

Describe the workforce and infrastructure needs of the business community:

The City of Hattiesburg has a very diverse economy in that the economic climate of the City is not dependent on the success of any single sector. In terms of workforce, the City benefits from the presence of one public and one private university – The University of Southern Mississippi and William Carey University, respectively – as well as a branch of Pearl River Community College and private trade school, Antonelli College. Although these formal education institutions provide opportunities for individuals to further their education and in some cases, to learn a trade, there are segments of the population that may not be immediately eligible for enrollment, but would benefit from learning a trade. The City, through partnerships with local non-profits, has participated in workforce development efforts geared toward low-income individuals that wish to enter the construction field and for individuals recently released from incarceration and/or rehabilitation facilities that may benefit from employment skills training. The City has also established and implemented a Microenterprise Assistance Program through which small businesses are assisted in part as an effort to create employment opportunities for low-income residents. In terms of infrastructure needs in the business community, the Forrest County Industrial Park is a mature industrial park. To adequately service some of the remainder acreage available, minor upgrades and new extensions need to be made. Identifying new sites for industries to conduct their respective business is an ongoing process to keep the region competitive in site selection location. In that vein, there is a basic need for space/land designated for industrial use. The closer such land/space is to the City of Hattiesburg, the more of a benefit it becomes for the City as a whole, and particularly for the workforce and lower-income (or unemployed) workers that may qualify for employment opportunities at such a facility.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

The city of Hattiesburg will build a new police facility and a new fire department headquarters. This is provide jobs and will be an economic benefit in Ward 2. Most of the census tracts in Ward 2 are at least 51% low-mod.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

A 2010 Pathfinders study showed that this region had 24,700 underemployed workers in various industries within a 40 mile radius and 52,000 with a 60 mile radius. As new employment opportunists continue to flourish in the region, workforce-training programs are available for industries to utilize as a resource to provide their workforce with the necessary skill set needed to achieve the goals of the job.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

The Pine Belt region is home to a wide variety of entities that provide the best business models in workforce education and training through various state, federal, and community development programs. From adult education to specially designed programs for targeted business and industry, workforce development is vital to ensuring the academic, occupational and continuing education needs of the workforce and employers are met. This concept allows us an opportunity to facilitate the building of a strong workforce for the great and ever-changing needs of our business and industry community. Pearl River Community College's Lowery A. Woodall Advanced Technology Center provides computer classes, a workkeys service center, and adult learning classes; The WIN Job Center combines state, federal, and community development programs in easily accessible, one-stop service centers. These centers offer a variety of services in areas of unemployment insurance assistance, education, training, human services, and employment, and are networked throughout the state of Mississippi; Jones County Junior College's Advanced Technology Center provides Workforce Development, Adult Education, and has a Small Business Development Center.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

Yes, the area falls in the South Mississippi Planning Development District and is a part of their regional growth strategy. In addition to SMPDD, the Area Development Partnership outlines goals and objectives on a 5 years basis, with updates and adjustments annually. The goals and objectives are based on assessments to best increase economic development activity in the region.

Discussion

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

The City's Housing Rehabilitation, Repair, and Reconstruction Program has historically addressed more homes in Wards 2 and 5 than in any other areas of the City. The vast majority rehabilitation and repair projects that are taken on involve the correction of more than one housing problem, and homes that are reconstructed are done so when the cost of addressing all rehabilitation needs are prohibitively costly. Although this data does not definitively support the claim that households with multiple housing problems are concentrated in Wards 2 and 5, it can be inferred that such is the case. There is some other data that supports the above contention. The HUD AFFHT Map #14 - Demographics and Poverty clearly shows that concentration in the City's R/ECAPS which are located in wards 2 and 5.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

A comparison of a map showing minority concentrations in the City of Hattiesburg and a map showing the concentration of low-income households in the City reveal glaring similarities. Particular areas (but certainly not all areas) of Wards 2, 4, and 5 are identified as low-income areas, which also may be considered "majority-minority" areas in that black/African-American population is significantly higher than white population. For this purpose, "concentration" refers only to actual presence/residence and does not refer to a particular threshold.

What are the characteristics of the market in these areas/neighborhoods?

Neighborhoods with high concentrations of households with multiple housing problems are typically located in areas where low-income residents are concentrated. Characteristics of such neighborhoods may include vacant, blighted housing, vacant lots where demolition activities previously took place, and occupied homes - either owner-occupied or rented - that may be in deteriorating condition. As can be expected, some of the deteriorating conditions are not unnoticed by the occupants, but the owners may not have the financial resources or the skills necessary to correct maintenance issues.

Are there any community assets in these areas/neighborhoods?

Seemingly, every neighborhood in the City has assets that could be utilized in community development efforts. Some neighborhoods have parks where neighborhood gatherings and events could be held; some neighborhoods have schools or former school buildings that could be used as community centers, used by non-profits for programs, or converted into multi-unit housing facilities; some neighborhoods have vacant land or lots that could be converted into recreational open space, parks, or community gardens. Several neighborhoods - even some that appear purely residential - have nearby neighborhood businesses and/or land that is zoned (or could become zoned) for particular business uses that would

support neighborhood businesses. The City is in the process of constructing new Police and Fire facilities in Ward 2.

Are there other strategic opportunities in any of these areas?

See the section above regarding community assets, which relates potential strategic opportunities through the use or leveraging of community assets. A new non-profit has been formed to spearhead the fulfillment and initiation of the revitalization of the area of the City known as Twin-Forks Rising in Ward 2. In Ward 5, discussion are underway to spur revitalization of one of the City's historically business and cultural streets, known as Dabbs street.

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The City of Hattiesburg's strategy in addressing priority needs over the 2018-2022 Consolidated Plan period will focus largely on Housing, but will also incorporate more intentional efforts to directly impact the homeless, special needs populations, and the agencies that serve them through housing and/or supportive services. The manner through which homeless and special needs populations are served may vary and overlap with other priority needs that the City plans to address, such as Housing, Public Services, Public Facility Improvement, and potentially even Infrastructure Improvement and Economic Development efforts.

Regarding housing priorities, the Housing Rehabilitation and Repair Program will continue to address code compliant affordable housing and safety of residents. The Downpayment Assistance Program will continue to offer advantages to low/mod first time homebuyers. The City will also on a case-by-case basis consider acquisition opportunities for the purpose of furthering affordable housing, emergency shelter, transitional housing, and permanent housing. Demolition of vacant, dilapidated houses will continue to be a focus of the City's attention in the planning period, as removal blighted properties that are beyond opportunity for repair serves a multitude of purposes in community development. As a second tier among housing activities, the City may undertake Rental Rehabilitation and/or TBRA programming should market conditions influence a shift in priority.

Throughout the public participation process, it was apparent that there is an overwhelming need to address issues of homelessness and populations with a variety of special needs and to support the agencies that serve these groups. Support from the City in the Consolidated Plan period will include efforts through Public Service grants, and where appropriate, through Public Facility Improvements, housing services, and the creation of housing targeted toward the homeless and their families, and households with special needs.

The City will also consider activities impacting low/mod neighborhoods and households in general with Public Facility Improvements, Public Services, Infrastructure, Economic Development, and Commercial Rehabilitation. As a matter of strategic planning, the City has also included Urgent Needs as a priority within this plan, which may take on many forms in terms of activities should the need arise. This City of Hattiesburg, having lived through natural disasters and threats of natural disasters, recognizes the prudence in including Urgent Needs in the Consolidated Plan in order to be afforded flexibility in shifting priorities to critical needs in the aftermath of a potential disaster. In addition to natural disasters, public health crises and other emergencies such as that brought on by the COVID-19 pandemic requires flexibility in prioritizing. Special allocations of funding as a result of such events, such as the CDBG CARES Act funding allocated in 2020 will be guided by this Consolidated Plan document and related

Annual Action Plans, and funding may be utilized for any activity deemed eligible by the authorizing agency.

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

Table 48 - Geographic Priority Areas

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

In general, it has not been the City's practice to target investments geographically. While there are certain activities that are only allowed to take place in low- to moderate-income areas (LMI activities), activities that benefit specific low- or moderate-income household(s) (LMI or LMI) may take place anywhere, Citywide. While activities that meet LMI or LMI objectives are more flexible in terms of geographic requirement, in recent years, activities that the City has undertaken with these objectives happen to have been located in low/mod areas almost exclusively. The majority of activities undertaken by the City and its partner agencies are located in Census Tracts 001, 002, 003, 004, 005, 006, 011, and 105.

The City has also entered subrecipient agreements with housing repair organizations that identified particular areas of need in which to target investment as they addressed code issues and substandard housing. The City did not require this implementation method, but recognizes the value in its intended impact.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 49 – Priority Needs Summary

1	Priority Need Name	Housing Rehabilitation
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly
	Geographic Areas Affected	
	Associated Goals	Housing Programs (including Affordable Housing)
	Description	Housing Rehabilitation needs for low- to moderate-income homeowners continues to be the need for which the City's Community Development staff receives the most comments. These activities have historically allowed for rehabilitation of owner-occupied homes using CDBG or HOME funds when the cost for such rehabilitation is estimated at or below \$50,000. Through these activities, the City seeks to address code compliance, safety, and deteriorating conditions, leaving the homeowner with decent, safe, and sanitary living conditions. The City may also create activities for the sole purpose of assessing and/or abating lead based paint and/or asbestos hazards, although such activities will take a lower priority to activities with the intention of full housing rehabilitation, which may also involve lead/asbestos abatement.
	Basis for Relative Priority	Housing Rehabilitation needs for low- to moderate-income homeowners continues to be the need for which the City's Community Development staff receives the most comments. These activities address the quality of life for both occupants and neighbors while improving housing conditions and alleviating safety concerns for residents whose income are likely inadequate for addressing such problems without some form of assistance.
2	Priority Need Name	Emergency Repair
	Priority Level	High

	Population	Extremely Low Low Moderate Large Families Families with Children Elderly
	Geographic Areas Affected	
	Associated Goals	Housing Programs (including Affordable Housing)
	Description	The City's Emergency Repair Program addresses emergency needs of owner-occupied homes when the estimated cost of necessary repairs does not exceed \$10,000. Typical emergency repairs involve some major system such as roofing, electrical, plumbing, and other problems that present a hazard or threat to safety of occupants or neighbors.
	Basis for Relative Priority	Like Housing Rehabilitation, emergency repairs continue to be a need for which the City's Community Development staff receives daily calls for assistance. These activities address the quality of life for occupants and prevent disasters that may also impact neighbors. The activities improve housing conditions and alleviate safety concerns for residents whose income are likely inadequate for addressing such problems without some form of assistance.
3	Priority Need Name	Demolition
	Priority Level	High
	Population	Extremely Low Low Moderate
	Geographic Areas Affected	
	Associated Goals	Housing Programs (including Affordable Housing)

	Description	Demolition activities intend to eliminate slum & blight by demolishing buildings - particularly single-family structures - that are vacant and dilapidated to the point that the City's Code Enforcement Division has slated the property for demolition. The Community Development Division utilizes CDBG funds to demolish structures through this process when no clear owner or responsible party can be identified, and therefore, no individual is likely to benefit financially from their own negligence. Typical properties to be demolished with CDBG funds include those with several finance agencies listed on the title or lien(s).
	Basis for Relative Priority	Blighted properties - particularly within low-income areas - are a detriment to quality of life and community development in general. Such properties can become havens for illegal activities, can deteriorate to the point of being a threat to public safety, and often become overgrown and detrimental to the community's property values. Comments received through public participation and through the daily work of the code enforcement department indicate that this problem persists.
4	Priority Need Name	Down Payment Assistance
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents
	Geographic Areas Affected	
	Associated Goals	Down Payment Assistance
	Description	The City's Down Payment Assistance (DPA) Program provides up to \$10,000 in assistance to first-time, low- to moderate-income homebuyers that meet certain program criteria. The funds can be applied at closing to closing costs and/or down payment on the cost of the home.

	Basis for Relative Priority	Through public participation and periodic requests for information received by the City's Community Development staff, it is evident that there is a continued public interest in the DPA Program. Although housing and financial market conditions have been less than favorable - particularly for lower-income buyers - in recent years, the City still recognizes the value of homeownership, the positive impact that homeownership can have on quality of life, and the sense of pride that accompanies homeownership.
5	Priority Need Name	Acquisition
	Priority Level	Low
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	

	Associated Goals	Housing Programs (including Affordable Housing)
	Description	This activity may serve community development purposes such as: acquisition of land on which affordable housing may be built; acquisition of a lot and house that is to be rehabilitated for affordable housing purposes; acquisition of land for a park, open space, or other community benefit; acquisition of property for economic development purpose; acquisition with the intent to convert a building for an alternate, community development or housing purpose; and/or acquisition of property that will benefit the programs of non-profit, public service providers.
	Basis for Relative Priority	Through public participation, many needs were identified that would require space in which to operate and/or land/lots on which to locate. Agencies serving the homeless addressed the need for additional transitional housing; agencies spoke of the need for development to occur around central points like parks and community centers; vacant, foreclosed houses may provide affordable housing alternatives more favorable than new construction. The ability to acquire property allows a level of flexibility for many aspects of community development.
6	Priority Need Name	Public Facility Improvement
	Priority Level	Low
	Population	Extremely Low Low Moderate Middle Non-housing Community Development
	Geographic Areas Affected	
	Associated Goals	Public Facilities

	Description	Public Facility Improvements can serve low/mod limited clientele (LMC) or low/mod areas (LMA) depending on the circumstances. Such an activity may upgrade facilities at a City Park in a low-income area, which benefits the entire area and all who utilize the park. Such an activity may make improvements to a community center or to a non-profit-owned facility that benefits the clientele (51%+ low/mod) of its programs. Such an activity may serve to create a recreational path in and through low- to moderate income areas. Such an activity may allow for the assessment and/or abatement of lead based paint hazards or asbestos hazards to benefit the facility's usefulness to the LMI community. Such an activity may include installing or adding features that benefit the surrounding area, such as public wifi access at strategic locations in a LMA.
	Basis for Relative Priority	Through public participation and inter-agency meetings, a need was communicated for improvements to facilities - specifically to facilities where low-income clientele are served. Improvements to such facilities also serve as an opportunity to create an "anchor" of improvement, around which other community development efforts may radiate in order to transform neighborhoods. Public participation also suggested facility improvements to include assessment and abatement of lead based paint and asbestos hazards. Consultation with the City's Engineering Department also suggested a need for "Rails-to-Trails" recreation/alternative transportation trails.
7	Priority Need Name	Infrastructure
	Priority Level	Low
	Population	Extremely Low Low Moderate Middle Non-housing Community Development
	Geographic Areas Affected	
	Associated Goals	Infrastructure
	Description	Infrastructure activities may include creation or improvement of streets, drainage, or sidewalks, or full implementation of "complete streets" in low- to moderate-income areas. Improving networks of sidewalks and bike paths to enable better non-automobile transportation may also be a part of this priority.

	Basis for Relative Priority	Through public participation, indication was given that infrastructure improvements with CDBG funds should be focused on low-income areas such as Palmer's Crossing. Consultation with local government representatives also indicated an interest in infrastructure that may benefit economic development efforts in the Forrest County Industrial Park and/or other sites with economic development potential. Consultation also suggested need for complete networks of sidewalks and bike paths that would connect residents within easy walking distance of grocers and employers.
8	Priority Need Name	Public Services
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Rural Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	

	Associated Goals	Public Services
	Description	The City may pursue non-profit organizations to implement Public Service activities or enact such activities through its own efforts or the use of vendors. These activities vary, but all benefit low/mod clientele (or areas). Specific needs identified through the public participation process include financial literacy, job/skills training, housing counseling, supportive services for persons living with HIV/AIDS, supportive services for homeless persons and families, utility/rent/deposit assistance for low-income households, health-related outreach and education, and health screening and testing.
	Basis for Relative Priority	Public participation and Interagency Meetings included several comments related to the need for various public services. Types of public services vary to such a degree that it is difficult to determine what specific demographics within the "Special Needs" or "Homeless" population category will benefit. Comments received related in some way to all of the possible groups. Consultation and public engagement in April/May 2020 as a result of the COVID-19 pandemic supported the use of CDBG CARES Act funding for health-related outreach and education and health screening and testing in low-mod neighborhoods as well as utility/rent/deposit assistance for low-income households.
9	Priority Need Name	Housing - Special Needs and/or Homeless
	Priority Level	High

	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Rural Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	
	Associated Goals	Housing Programs (including Affordable Housing)
	Description	This priority refers generally to the needs addressed through public participation, consultations, and interagency meetings that communicated needs for housing for special needs populations and homeless person/families. Such an activity may take the form of the provision and/or rehabilitation of a facility in which to establish a transitional housing program by a partner agency. Such an activity may take the form of assistance in expanding existing facilities to serve the homeless or special needs groups. Such an activity may take the form of Single Room Occupancy housing for special needs groups or for transitional housing.
	Basis for Relative Priority	Many comments were received through public participation, consultations, and interagency meetings related to the need for additional housing opportunities for the homeless and special needs populations.

10	Priority Need Name	Microenterprise Assistance
	Priority Level	Low
	Population	Extremely Low Low Moderate Non-housing Community Development
	Geographic Areas Affected	
	Associated Goals	Economic Development
	Description	This priority is established through public participation and interest following the recent implementation of the Microenterprise Assistance Program in 2011 and 2012. The program seeks to assist business that either a) are owned by low/mod persons, or b) will create job opportunities available to low/mod persons.
	Basis for Relative Priority	This priority is established through public participation and interest following the recent implementation of the Microenterprise Assistance Program in 2011 and 2012.
11	Priority Need Name	Commercial Rehab - Facade Improvement
	Priority Level	Low
	Population	Non-housing Community Development
	Geographic Areas Affected	
	Associated Goals	Economic Development
	Description	This priority need addresses slub and blight of commercial buildings predominately in the downtown area. A smaller version of this commercial rehabilitation opportunity may assist commercial structures along identified corridors to downtown.

	Basis for Relative Priority	Through public participation and staff contact with interested parties, it is evident that there is a continued interest in facade improvement projects in Hattiesburg. Although fewer Facade Grants have been executed in recent years, the City recognizes this program as an attraction feature for businesses considering a location in the downtown area.
12	Priority Need Name	Rental Rehabilitation
	Priority Level	Low
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly
	Geographic Areas Affected	
	Associated Goals	Housing Programs (including Affordable Housing)
	Description	Rental Rehabilitation involves bringing rental properties into code compliance, removing threats to health and safety, and making them decent and sanitary. Units/developments assisted are established as affordable units that must benefit low/mod households for a specified minimum period.
	Basis for Relative Priority	Public participation, Interagency meetings, and consultations spoke to the need for code compliant, affordable housing. Although this need is partially addressed in higher priority needs - Housing Rehabilitation, Emergency Repair, Acquisition, and Down Payment Assistance - none of the previously mentioned projects address code compliance for rental properties.
13	Priority Need Name	Economic Development - Neighborhoods
	Priority Level	Low

	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Non-housing Community Development
	Geographic Areas Affected	
	Associated Goals	Economic Development
	Description	A basic need of communities - particularly low-income neighborhoods - is access to fresh food within walking distance. Activities that address this need may include attraction and support of businesses that provide such a product or development of sidewalk/bike path infrastructure that would support residents' access to such businesses.
	Basis for Relative Priority	Consultation with the City's Engineering Department communicated the problem of "food deserts," and the ideal economy having fresh food grocers within 1/2 mile walking distance of all residents.
14	Priority Need Name	TBRA
	Priority Level	Low
	Population	Extremely Low Low Large Families Families with Children Elderly Public Housing Residents
	Geographic Areas Affected	
	Associated Goals	Housing Programs (including Affordable Housing)

	Description	There is a need in the community for rental assistance, and this need is largely addressed through Section 8 vouchers administered by the MS Regional Housing Authority No. 8. At present (2012), the Regional Housing Authority is not issuing any vouchers. Although this activity is not a high priority under this plan, the need is recognized and could be addressed in future Action Plans should the need be exacerbated.
	Basis for Relative Priority	The MS Regional Housing Authority No. 8 administers the Section 8 voucher Program and is known for doing so. This is a lower priority need than others because there is an agency addressing it. However, because that agency is not issuing vouchers at present, there is a heightened number of calls to the City's Community Development staff from residents seeking rental assistance. For planning purposes only, this need is included in case the problem is exacerbated in the future.
15	Priority Need Name	Urgent Needs
	Priority Level	Low
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Non-housing Community Development
	Geographic Areas Affected	
	Associated Goals	Urgent Needs
	Description	Urgent Needs include emergency activities that may be given sudden high priority as the result of natural disasters and other activities that result in mass destruction/impact and/or public health crises or pandemic.
	Basis for Relative Priority	The area's history with natural disasters make it prudent to plan for the potential use of an urgent need basis for the use of community development funding.

Narrative (Optional)

Geographic Areas Affected : Citywide

Associated Goals IMprovement of Public Facilities

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	At present, the MS Regional Housing Authority No. 8 has stopped issuing section 8 vouchers. Tenant Based Rental Assistance (TBRA) is not a high priority need in the City of Hattiesburg because the Regional Housing Authority administers the program. However, should the problem of need be exacerbated in the coming years because the need for vouchers rises significantly or the Regional Authority's supply of vouchers diminish substantially, the Consolidated Plan's inclusion of TBRA allows the City to act by establishing a program and including the funding of it in an Action Plan.
TBRA for Non-Homeless Special Needs	The market characteristics that influence the use of funds for TBRA for Non-Homeless Special Needs population would not differ significantly from the characteristics that influence decisions on using funds for TBRA in general.
New Unit Production	A market analysis by the City's CHDOs or by the City itself must indicate the need and demand for production of new housing units. The existing housing stock and presence of vacant housing and houses currently on the market present ample opportunity for organizations to bring affordable housing units on line without building new homes. Construction in planned, mixed-income, mixed-use developments may be considered favorably, but the need for a market analysis is not waived. There are currently available many houses for sale for those of moderate income and above. There are some but fewer house for sale in areas identified as low income.
Rehabilitation	Historically, the largest program by funding allocation that the City administers is homeowner-occupied Rehabilitation. This program is the greatest priority asdefined need. Characteristics that influence the use of funds in this housing type may depend on pressing needs that arise in other priority need areas, which may reduce funds available for Rehabilitation, and needs that go unaddressed (such as when fewer people are approved for Downpayment Assistance than expected), which may increase the funds available for Rehabilitation.
Acquisition, including preservation	Acquisition by homebuyers (Downpayment Assistance) remains a priority need. Characteristics that influence its funding are largely dependent upon the number of households that apply and are approved for an award. In recent years, the use of the DPA Program has slowed considerably because of the conditions in the housing and finance industries. Increasing interest rates will have the greatest impact going forward as it relates to potential buyers becoming homeowners.

Table 50 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	560,001	0	0	560,001	2,240,004	The expected amount for the remainder of the Con Plan is simply the Year 1 amount multiplied by 4. Also, the Program Income figure is zero, but changes in programming could potentially create Program Income. Prior Year resources listed are an estimate only based on existing resources and an approximation of expenditures to be made between the writing of the Con Plan and the end of the 2018 Program Year.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	317,860	0	0	317,860	1,271,440	The expected amount for the remainder of the Con Plan is simply the Year 1 amount multiplied by 4. Also, the Program Income figure is zero, but changes in programming could potentially create Program Income. Prior Year resources listed are an estimate only based on existing resources and an approximation of expenditures to be made between the writing of the Con Plan and the end of the 2018 Program Year.
Other	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	0	0	0	0	321,280	Atypical, special allocation.

Table 51 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City hopes to continue its partnerships through groups such as the Housing Roundtable and the Pinebelt Coalition on Homelessness in a concerted effort to strategically address problems and mutual concerns. As in the past, the City values these and other such partnerships as community partners bring differing resources to the table - funding, volunteers, services, etc. - for mutual benefit. The City will also continue to seek out funding opportunities such as those available for housing activities through the Federal Home Loan Bank, the Mississippi Home Corporation. The City will continue its relationship with PRVO. After the City completes substantial rehabilitation projects, PRVO will provide HVAC systems to eligible households as long as they have funding. Regarding matching requirements, the City of Hattiesburg does not have a local HOME matching requirement. The does not plan to provide funding for any public services during the duration of this Consolidated Plan.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City has recently utilized its mapping capabilities to identify City and State owned property throughout the City of Hattiesburg. These properties are reviewed periodically when need arises for particular projects, and the City intends to continue this approach of utilizing property already in its inventory (when appropriate) before seeking property to purchase.

Discussion

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
AIDS Services Coalition	Subrecipient	Homelessness Non-homeless special needs	Jurisdiction
Hattiesburg Housing Authority	PHA	Public Housing Rental	Jurisdiction
MS Regional Housing Authority No. 8	PHA	Public Housing Rental	Region
HOUSING ALTERNATIVES OF HATTIESBURG	CHDO	Ownership	Jurisdiction
American Red Cross, South Central MS Chapter	Non-profit organizations	Homelessness	Region
PEARL RIVER VALLEY OPPORTUNITY	Non-profit organizations	Economic Development Non-homeless special needs public services	Region
Southern MS Planning & Development District	Regional organization	Economic Development Non-homeless special needs Planning public services	Region
FORREST COUNTY	Government	Economic Development Planning public facilities public services	Other
LAMAR COUNTY	Government	Economic Development Planning public facilities public services	Other

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
PINE BELT COMMUNITY SERVICES, INC.	CHDO	Ownership Rental neighborhood improvements public services	Jurisdiction
THE SALVATION ARMY, HATTIESBURG	Non-profit organizations	Homelessness neighborhood improvements public facilities public services	Region
United Way of Southeast Mississippi	Non-profit organizations	Non-homeless special needs neighborhood improvements public services	Region
Hattiesburg Area Habitat for Humanity	Subrecipient	Ownership	Region
PETAL	Government	Economic Development Planning neighborhood improvements public facilities public services	Other
U. OF SOUTHERN MISS. INSTITUTE FOR DISABILITIES STUDIES	Public institution	Homelessness Non-homeless special needs Ownership public services	State
South Mississippi Children's Center	Non-profit organizations	Homelessness Non-homeless special needs public services	Region
CENTER FOR PREVENTION OF CHILD ABUSE	Non-profit organizations	public services	Region

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
DOMESTIC ABUSE FAMILY SHELTER, INC.	Non-profit organizations	Homelessness Non-homeless special needs public facilities public services	Region
BREAKTHROUGH COMMUNITY SERVICES	CHDO	Ownership neighborhood improvements public services	Jurisdiction
COMMUNITY CONNECTIONS		Ownership neighborhood improvements	
Forrest General Hospital (Pine Grove Behavioral Health & Addiction Services)	Subrecipient	Homelessness Non-homeless special needs public services	Region
R3SM, Inc.	Subrecipient	Ownership neighborhood improvements	Region

Table 52 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

An assessment of the strengths in the Institutional Structure revealed that there is a large number of well-organized agencies committed to addressing the needs of Hattiesburg's low- and moderate-income persons. Hundreds of volunteers support these agencies, and literally thousands of people are served with limited facilities and funding. Most notable among gaps in the Institutional structure are the following:

- The lack of code compliant, affordable rental housing for LMI households
- The difficulty in attaining financing for potential LMI homebuyers
- The lack of programs to assist owners of rental homes to upgrade housing while keeping rents affordable
- The inadequate number of public housing units (which exacerbates the lack of affordable, code compliant housing)
- The need for additional emergency shelter, transitional housing, and permanent housing for homeless individuals and families
- The need for additional supportive services for homeless individuals and families
- The need for additional emergency and transitional housing for homeless persons with HIV/AIDS and their families

- The need for transitional and permanent housing for those with special needs i.e. drug and alcohol, mental illness, etc.
- The need for housing for persons with disabilities
- The need to expand programs to address the needs of youth who suffer from drug and alcohol abuse

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X
Legal Assistance	X		
Mortgage Assistance	X	X	
Rental Assistance	X	X	X
Utilities Assistance	X	X	X
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics			
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X	X	
Child Care	X	X	
Education	X	X	X
Employment and Employment Training	X	X	
Healthcare	X	X	X
HIV/AIDS	X	X	X
Life Skills	X	X	X
Mental Health Counseling	X	X	X
Transportation	X	X	X
Other			

Table 53 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The organizations that offer services targeted to homeless persons and persons with HIV/AIDS do not lack for clients to serve. Agencies that serve these populations are in constant need of resources - volunteers (when applicable), funding, facilities, supplies, etc.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

As with the Institutional Structure in general, there is great strength in the fact that the organizations addressing homelessness and special needs are well organized. An additional strength lies in the fact that their missions are similar, yet diverse, in the specific special needs groups that they serve. This list, taken from the list above lists the gaps noted in delivery service.

- The need for additional emergency shelter, transitional housing, and permanent housing for homeless individuals and families
- The need for additional emergency and transitional housing for homeless persons with HIV/AIDS and their families
- The need for transitional and permanent housing for those with special needs i.e. drug and alcohol, mental illness, etc.
- The need for housing for persons with disabilities
- The need to expand programs to address the needs of youth who suffer from drug and alcohol abuse
- The need for additional supportive services for homeless individuals and families

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The Consolidated Plan process requires that the City take a proactive role and a collaborative effort in the delivery of housing, supportive housing, and non-housing community development needs in Hattiesburg.

Rehabilitation and Emergency Repair programs to improve existing owner-occupied housing will continue to be the focus of the CDBG and HOME Programs. The City will additionally continue to partner with housing organizations in the arena of affordable housing development. The City will enforce housing codes to bring about improvement of substandard rental properties and will support efforts to improve the properties. The City will also support the Hattiesburg Housing Authority and the Regional Housing Authority in efforts to expand the number of units and Section 8 vouchers available in the City.

The City will continue to support efforts of agencies - particularly those participating in the Pinebelt Coalition to End Homelessness - to increase the availability of emergency, transitional, and permanent housing to accommodate the homeless, and for the expansion of supportive services to address the accompanying needs. The City will continue to support the efforts of agencies providing housing and supportive services to persons with HIV/AIDS and their families and to special needs populations. The

City will also continue to support efforts to broaden housing opportunities for the disabled and to make contractors aware of ADA requirements. the city hired a Homeless Outreach Coordinator.

The City will support efforts/programs that address the needs of at-risk youth who suffer from drug and alcohol abuse.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Programs (including Affordable Housing)	2018	2022	Affordable Housing		Acquisition Demolition Emergency Repair Housing - Special Needs and/or Homeless Housing Rehabilitation Rental Rehabilitation TBRA	CDBG: \$727,652 HOME: \$344,046	Rental units rehabilitated: 2 Household Housing Unit Homeowner Housing Added: 4 Household Housing Unit Homeowner Housing Rehabilitated: 50 Household Housing Unit
3	Down Payment Assistance	2018	2022	Affordable Housing		Down Payment Assistance	HOME: \$75,000	Direct Financial Assistance to Homebuyers: 10 Households Assisted
8	Economic Development	2018	2022	Non-Housing Community Development		Commercial Rehab - Facade Improvement Economic Development - Neighborhoods Microenterprise Assistance	CDBG: \$30,000	Jobs created/retained: 5 Jobs Businesses assisted: 3 Businesses Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
9	Public Facilities	2018	2022	Non-Housing Community Development		Public Facility Improvement	CDBG: \$0 HOME: \$0 CDBG-CV: \$50,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1000 Persons Assisted
10	Infrastructure	2018	2022	Non-Housing Community Development		Infrastructure	CDBG: \$0 HOME: \$0	
11	Public Services	2018	2022	Non-Homeless Special Needs Non-Housing Community Development		Public Services	CDBG: \$0 HOME: \$0 CDBG-CV: \$221,280	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 850 Persons Assisted Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 150 Households Assisted
12	Urgent Needs	2018	2022			Urgent Needs		

Table 54 – Goals Summary

Goal Descriptions

1	Goal Name	Housing Programs (including Affordable Housing)
	Goal Description	The goals below identify programs undertaken according to the City's Housing Rehabilitation, Repair, & Reconstruction Program Manual, projects to be undertaken by the City's CHDOs, and other potential affordable housing activities (such as Rental Rehab and/or TBRA should the need arise). Goals are based on homeowner-occupied rehabilitations and/or repairs that could be accomplished should funding remain level compared with that in 2012. These goals may be adjusted should plans shift to focus on rental rehabilitation, TBRA, or as amended for other activities/priority needs to be addressed.
3	Goal Name	Down Payment Assistance
	Goal Description	These goals identify the number of homebuyers that could be assisted taking into consideration the decrease demand/awards that the program has witnessed in recent years. Should demand exceed supply, the goals and funding allocation may warrant amendment at some point in the 5-year period.
8	Goal Name	Economic Development
	Goal Description	This goal addresses the priorities of the Microenterprise Assistance Program, general business development, job creation, and retention. Provision of assistance to private, for-profit entities, when appropriate to carry out an economic development project, particularly to provide grants or loans to support new businesses or business expansion to create jobs and manufacture medical supplies necessary to respond to infectious disease OR to avoid job loss caused by business closures related to social distancing by providing short-term working capital assistance to small businesses to enable retention of jobs held by low- and moderate-income persons. Also, provision of assistance to microenterprises to provide technical assistance, grants, loans, and other financial assistance to establish, stabilize, and expand microenterprises that provide medical, food delivery, cleaning, and other services to support home health and quarantine.
9	Goal Name	Public Facilities
	Goal Description	Public Facility Improvements can serve low/mod limited clientele (LMC) or low/mod are (LMA) depending on the circumstances. Such an activity may upgrade facilities at a city park in a low-income area, which benefits the entire area and all who utilize the park. such an activity may make improvements to a community center or to a non-profit owned facility that benefits the clientele (51%+ low/mod) of its programs. Such activity may serve to create a recreational path in and through low to moderate income areas. such an activity may allow for the assessment and/or abatement of lead based paint hazards or asbestos hazards to benefit the facility's usefulness to the LMI community. Such an activity may include installing or adding features that benefit the surrounding area, such as public wifi access at strategic locations in a LMA.

10	Goal Name	Infrastructure
	Goal Description	Infrastructure activities may include creation or improvement of streets, drainage, or sidewalks, or full implementation of "complete streets" in low-to moderate-income areas, improving networks of sidewalks and bike paths to enable better non-automobile transportation may be a part of this priority.
11	Goal Name	Public Services
	Goal Description	When the City decides to fund Public services, it often pursues non-profit organizations to implement the activities. These activities vary, but all benefit low/mod clientele (or areas). Special needs identified through the public participation process include financial literacy, job/skills training, housing counseling, supportive services for persons living with HIV/AIDS, supportive services for homeless persons and families, and utility/rent/deposit assistance for low-income households, health-related outreach and education, and health screening and testing.
12	Goal Name	Urgent Needs
	Goal Description	Urgent Needs include emergency activities that may be given sudden high priority at the result of natural disasters and other activities that result in mass destruction/impact.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The City's outlined goals are estimated to serve the following through affordable housing activities:

Extremely Low-Income households - 15

- 13 Homeowner Rehabilitation activities
- 2 potential Rental Rehabilitation activities

Low-Income households - 24

- 20 Homeowner Rehabilitation activities

- 4 Down Payment Assistance Awards

Moderate-Income households - 25

- 15 Homeowner Rehabilitation activities
- 6 Down Payment Assistance Awards
- 4 Newly Constructed Affordable Houses (homebuyer)

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

The Hattiesburg Housing Authority complies with Section 504; there is no requirement to increase accessible units.

Activities to Increase Resident Involvements

The Hattiesburg Housing Authority conducts monthly resident meetings at each site. Monthly meetings follow different themes with guest speakers from varying organizations such as the city, the school district, the Red Cross, Emergency Management, etc. The Housing Authority also invites community civic organizations to attend monthly resident meetings, and encourages their interaction with residents. Annually, each site also participates in the National Night Out Against Crime. The HHA has a 9 member adult-resident advisory council/board (RAB) that is made up from the 3 housing complexes managed by the HHA. The RAB participates in the creation of HHA policies concerning maintenance and security.

Is the public housing agency designated as troubled under 24 CFR part 902?

No

Plan to remove the ‘troubled’ designation

n/a

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

The City's zoning ordinance and related regulations are conducive to affordable housing development. As public policies are concerned, the only notable barrier to affordable housing has to do with development in flood zones where FEMA regulations create limitations on the value/cost of rehabilitation that can take place on existing structures. Historically, new affordable housing has not been created in flood zones when using CDBG or HOME funds because of the challenges of meeting the development requirements. The City will make it known to partner agencies and CHDOs that such new developments are possible given compliance with certain development and insurance requirements.

Until the City completes a new Analysis of Impediments to Fair Housing, the City will use the information from its previous AI. The City has joined a coalition with the State of Mississippi and others to produce a joint AI. In 2012, the City completed an Analysis of Impediments to Fair Housing Choice.

Impediments/challenges identified include 1) a lack of fair housing education, 2) the unavailability of code standard affordable housing for homeownership, 3) the unavailability of code standard housing, both rental and homeownership for low- to moderate-income persons, 4) the unavailability of code standard housing, both rental and homeownership for elderly and disabled, 5) low- to moderate-income persons are un-banked or under-banked and do not understand the need for good credit ratings, 6) the lack of credit worthy low and moderate-income families limit their opportunities to purchase affordable housing and to participate in downpayment assistance programs, and 7) housing to accommodate the needs of persons with HIV/AIDS is virtually non-existent; most property owners have a fear of renting to a person with AIDS. None of these impediments to fair housing choice or affordable housing have been created by a public policy. Many of these impediments can, however, be addressed through proper planning and implementation of the CDBG and HOME Program activities described herein.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

Hattiesburg has historically supported efforts to meet housing needs of its citizens and has been proactive in the provision of housing to its low- and moderate-income residents. In the 1938-1939 timeframe, the City created one of the first housing authorities in the State of Mississippi. The City supported the creation of the Mississippi Regional Housing Authority No. VIII and its efforts to bring Section 8 assistance to the City residents.

The Official Zoning Ordinance and Subdivision Regulations make provisions for affordable housing and provide protection to citizens by ensuring proper land use and high quality residential land development.

The City continues to implement housing rehabilitation programs to upgrade owner-occupied housing. Through its three CHDOs, the City of Hattiesburg is supporting affordable housing initiatives providing for the construction of new affordable housing and homebuyer down-payment assistance programs.

These activities serve to reduce affordable housing barriers. The City has also partnered with service providers in areas of adult financial literacy, jobs training, and employability skills training - all of which address barriers individuals may have in attaining affordable housing. The City will continue to support such programs. The city has not changed its strategy to development in Flood zones. Because of repetitive losses, the City's Planning Division limits how much can be spent on a property without full flood hazard mitigation.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Hattiesburg hired a Homelessness Coordinator in February of 2016. Through this position, the homelessness coordinator is acting co-chair for the Pine Belt Coalition on Homelessness and attends and leads regular monthly meetings. Also in 2016, the Homelessness Coordinator began the Hub City Homeless Outreach Team. The team goes into homeless encampments and engages the most chronically homeless individuals where they live, whether that be in the woods, under a bridge, in a car, or any other place that is uninhabitable. The Hub City Outreach Team is able to build relationships through outreach and assess homeless individual's most vital needs through initial assessments that are able to connect them to the services needed. The City of Hattiesburg also actively supports the efforts of individual organizations whose mission is to serve its homeless population. The homelessness coordinator has partnered with multiple agencies and faith-based entities in order to provide basic needs to homeless individuals, such as state ID cards, transportation, food, clothes, and hygiene items needed for daily living.

Addressing the emergency and transitional housing needs of homeless persons

The City intends to continue its collaboration with organizations whose missions include services and housing for homeless person. The City will support these agencies in competing for and attaining funding for additional emergency and transitional shelter, and may, as funding allows, consider opportunities to support new sustainable programs for emergency and/or transitional housing. This year the City's Homelessness Coordinator has partnered with ASC to house the city's most chronic individuals through a Rapid Re-housing grant received through ASC. The City is open to other opportunities similar to this grant in order to address homelessness.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The City of Hattiesburg's partner agencies in the field of homelessness and special needs clients are well organized and maintain close working relationships. Through the partnership of the Pine Belt Coalition on Homelessness and the City's homeless coordinator and the Hub City Homeless Street Outreach Team that is lead by the City's homeless coordinator, individuals can be more quickly identified, accessed, and connected with resources they need to reach stability. The Hub City Homeless Street Outreach Team is out weekly and the City's homeless coordinator is able to go out on calls to meet homeless individuals where they are to start the process of recovery.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

The City has supported financial literacy programs, utility assistance programs, and job/skills training programs with CDBG assistance. With the help of the City's homeless coordinator and her ties to the community through speaking engagements and networking, many people are educated on what resources are available and where individuals can seek out help. Connections to the jails, hospitals and schools have also helped in the effort to prevent families from becoming homeless.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

All activities undertaken by the City of Hattiesburg with CDBG or HOME funds are done in accordance with 24 CFR Part 35, which dictates the assessment and abatement requirements that accompany certain activities. Rehabilitation projects to exceed \$25,000 in cost that contain LBP hazards are abated. Subrecipients and CHDOs that perform activities with HUD funding are required to follow the same requirements, and the City monitors such activities to ensure compliance. In addition to the abatement done as a part of rehabilitation activities, the City participates in housing fairs (as/when invited) sponsored by other housing agencies such as the USM Institute for Disability Studies and make presentations related to LBP hazards. The City has included as a potential activity, the identification of LBP hazards as a stand-alone housing activity. It means that when the city has a rehab project and lead is found during testing, the City will provide for abatement and all LBP workplace safety activities. The City may also undertake the screening for lead poisoning as a Public Service should the Mississippi Department of Health dictate such a need.

How are the actions listed above related to the extent of lead poisoning and hazards?

The City of Hattiesburg has a significantly aging housing stock, with the oldest of the homes in the City distributed in concentration similar to the concentration of low-income households. The City has placed an emphasis on housing rehabilitation to improve the housing stock, save deteriorating homes, improve the lives of the homeowners, and improve the community around low-income households; in accomplishing goals in this priority area, the City is also addressing lead based paint hazards. The extent of the LBP hazards are likely higher than the extent (in sheer numbers) of homes needing rehabilitation, but the overall impact on quality of life – both immediate and lasting – of rehabilitating homes is higher than the impact that simply identifying and/or abating LBP hazards would have.

How are the actions listed above integrated into housing policies and procedures?

The environmental review process for any CDBG or HOME funded activity will dictate – according to 24 CFR Part 35 – the procedure that must be followed prior to officially committing to a project.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

Through CDBG Public Service grants, the City has partnered with subrecipients for purposes and programs such as adult financial literacy, utility assistance, jobs training, and employability skills training; through Microenterprise Assistance Awards, the City has supported job creation. Additionally, the Community Development Division the Bank On Hattiesburg Program to educate the un-banked and under-banked population in hopes that they may better understand how banking works and steer clear of predatory lending institutions. Microenterprise activities, and the Bank On program are all activities that the City intends to carry out in the coming period. The city has developed a Financial Literacy Master Plan.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

The City recognizes the value of homeownership, but also recognizes the challenges that face lower-income households in achieving homeownership. As such, the City intends to continue to support efforts such as financial literacy, utility assistance, jobs training, employability skills training, Bank On, Microenterprise development, and other economic development activities, because through efforts like these, lower-income individuals and families can be afforded a hand-up and potential catalyst to help them out of poverty, toward financial independence, and possibly toward homeownership. The City also intends to continue partnerships with affordable housing agencies such as Hattiesburg Area habitat for Humanity that offers more than a home for sale, but also individualized case management and support that is something typical mortgage lending institutions may not be capable of offering.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

It is City policy to monitor all subrecipients and CHDOs annually. The simplicity of an agreement & scope of services may only justify a desk monitoring, but most agreements/agencies will be monitored on site. The City's Community Development Division (CDD) will monitor its own performance in the course of creating the annual CAPER, and will reflect on outcomes, achievements, and shortcomings in the creation of each year's Action Plan.

On-site monitoring will involve identifying an agreeable date and sending a confirmation letter including a brief summary of topics that may be reviewed. As an assistance tool, staff uses an in-house monitoring form for Subrecipients. Staff utilizes checklists from HUD.gov for on site monitoring visits of CHDOs; the form(s) used depend on the type of project the CHDO is undertaking and activity undertaken since the last monitoring. In all visits, results from prior monitoring may be used to identify whether or not concerns have been addressed. Visits and desk reviews include an assessment of performance related to program guidelines (HUD and local) and contracted timelines to ensure timeliness. To conclude visits, staff verbally identifies areas that may be findings or concerns. Staff sends a letter within 30 days listing any concerns or findings and any required corrective action. Follow up continues as necessary until findings are addressed.

On site monitoring visits focus on program and project details. Code requirements and quality standards are monitored throughout each housing or construction project. The CDD's Inspector visits all projects periodically to review progress, confirm work claimed on funding requests, and serve as an advisor prior to scheduled technical inspections by the building official. The CDD Inspector visits sites of in-house projects no less than weekly or as progress dictates.

All housing and infrastructure projects are required to follow the same permitting process a private entity would follow in similar projects. The City's Department of Urban Development (UD) is the author and administrator of the City's Comprehensive Plan, and also administers the permitting process. Taking all such CDD projects through UD for some manner of approvals ensures that CDD projects comply to the greatest extent possible with the intent of the Comprehensive Plan.

The City engages in outreach to minority & women-owned businesses through strategic partnerships with organizations at the state & local levels. In 2015, the City partnered with the MS Development Authority to host a Model Contractor Development Workshop. This workshop targeted DBEs & covered a range of topics including business structure, finance, bonding and developing proposal/bids. The city continues to partner with the Area Development Partnership in an effort to identify DBEs and develop services and programs to increase capacity. The ADP maintains a Minority Business Directory and targets these businesses with its loan programs and other services. The Community Development staff conducts annual physical inspections of all CHDO HOME rental housing units during the affordability period. The CHDOs are required to re-certify tenants income annually and to provide the City with the results. For houses that receive substantial rehabilitation assistance, the City records a Deed of Trust on the property which contains a 5-year affordability period which contains provision for notification to the city when the owner attempts to sale or refinance before the affordability period is up and when the owner is tardy with their homeowners insurance.

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	560,001	0	0	560,001	2,240,004	The expected amount for the remainder of the Con Plan is simply the Year 1 amount multiplied by 4. Also, the Program Income figure is zero, but changes in programming could potentially create Program Income. Prior Year resources listed are an estimate only based on existing resources and an approximation of expenditures to be made between the writing of the Con Plan and the end of the 2018 Program Year.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	317,860	0	0	317,860	1,271,440	The expected amount for the remainder of the Con Plan is simply the Year 1 amount multiplied by 4. Also, the Program Income figure is zero, but changes in programming could potentially create Program Income. Prior Year resources listed are an estimate only based on existing resources and an approximation of expenditures to be made between the writing of the Con Plan and the end of the 2018 Program Year.
Other	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	0	0	0	0	321,280	Atypical, special allocation.

Table 55 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City hopes to continue its partnerships through groups such as the Housing Roundtable and the Pinebelt Coalition on Homelessness in a concerted effort to strategically address problems and mutual concerns. As in the past, the City values these and other such partnerships as community partners bring differing resources to the table - funding, volunteers, services, etc. - for mutual benefit. The City will also continue to seek out funding opportunities such as those available for housing activities through the Federal Home Loan Bank, the Mississippi Home Corporation. The City will continue its relationship with PRVO. After the City completes substantial rehabilitation projects, PRVO will provide HVAC systems to eligible households as long as they have funding. Regarding matching requirements, the City of Hattiesburg does not have a local HOME matching requirement. The does not plan to provide funding for any public services during the duration of this Consolidated Plan.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City has recently utilized its mapping capabilities to identify City and State owned property throughout the City of Hattiesburg. These properties are reviewed periodically when need arises for particular projects, and the City intends to continue this approach of utilizing property already in its inventory (when appropriate) before seeking property to purchase.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Programs (including Affordable Housing)	2018	2022	Affordable Housing		Acquisition Emergency Repair Housing Rehabilitation Rental Rehabilitation	CDBG: \$223,001 HOME: \$234,074	Rental units rehabilitated: 2 Household Housing Unit Homeowner Housing Added: 1 Household Housing Unit Homeowner Housing Rehabilitated: 11 Household Housing Unit
3	Down Payment Assistance	2018	2022	Affordable Housing		Down Payment Assistance	HOME: \$50,000	Direct Financial Assistance to Homebuyers: 7 Households Assisted
9	Public Facilities	2018	2022	Non-Housing Community Development		Public Facility Improvement Public Services	CDBG: \$225,000	

Table 56 – Goals Summary

Goal Descriptions

1	Goal Name	Housing Programs (including Affordable Housing)
	Goal Description	Housing Programs include substantial rehabilitation of owner-occupied units, emergency and minor repairs, project delivery, acquisition and rental rehabilitation..
3	Goal Name	Down Payment Assistance
	Goal Description	Downpayment assistance in the form of closing costs.
9	Goal Name	Public Facilities
	Goal Description	Acquisition and renovation of a facility for use in low to moderate income areas for various community functions, recreational uses, and services.

Projects

AP-35 Projects – 91.220(d)

Introduction

The following is a listing of projects that the City of Hattiesburg proposes to undertake using CDBG and HOME funds anticipated for 2018

Projects

#	Project Name
1	CDBG Administration
2	CDBG Housing Programs
3	HOME Administration
4	HOME Housing Programs
5	Down Payment Assistance
6	CHDO Set-Aside
7	CDBG Public Facilities

Table 57 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocation of funding is in keeping with the priority needs identified in the Consolidated Plan. Housing issues such as rehabilitation, code compliance, and affordability continue to be the greatest priority identified, and is allocated the greatest amount of funding. Need for public community facilities in certain neighborhoods was also identified through public engagement. These are the only priority areas that the city will provide funding for through the 2018 program year.

AP-38 Project Summary
Project Summary Information

1	Project Name	CDBG Administration
	Target Area	
	Goals Supported	Housing Programs (including Affordable Housing) Down Payment Assistance
	Needs Addressed	Housing Rehabilitation Emergency Repair Down Payment Assistance Acquisition
	Funding	CDBG: \$112,000
	Description	Overall and day-to-day administration of the CDBG Program.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
2	Project Name	CDBG Housing Programs
	Target Area	
	Goals Supported	Housing Programs (including Affordable Housing)
	Needs Addressed	Housing Rehabilitation Emergency Repair
	Funding	CDBG: \$223,001
	Description	Funding for all CDBG Housing Activities.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	5-7 households of low and/or moderate income families.
	Location Description	
	Planned Activities	Owner-occupied rehabilitation.
3	Project Name	HOME Administration
	Target Area	

	Goals Supported	Housing Programs (including Affordable Housing) Down Payment Assistance
	Needs Addressed	Housing Rehabilitation Acquisition
	Funding	HOME: \$31,786
	Description	Overall and day-to-day administration of the HOME Program.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
4	Project Name	HOME Housing Programs
	Target Area	
	Goals Supported	Housing Programs (including Affordable Housing)
	Needs Addressed	Housing Rehabilitation
	Funding	HOME: \$188,385
	Description	Funding of HOME housing activities, primarily substantial home rehabilitation.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	six low and very/low income households.
	Location Description	
	Planned Activities	There are no targeted areas.
5	Project Name	Down Payment Assistance
	Target Area	
	Goals Supported	Down Payment Assistance
	Needs Addressed	Down Payment Assistance
	Funding	HOME: \$50,000

	Description	Provide down payment assistance to low and very low income first time homebuyers.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	A minimum of 5 low and very low income first time homebuyers.
	Location Description	
	Planned Activities	Downpayment Assistance.
6	Project Name	CHDO Set-Aside
	Target Area	
	Goals Supported	Housing Programs (including Affordable Housing)
	Needs Addressed	
	Funding	HOME: \$47,679
	Description	Funding to be awarded to a CHDO for an affordable housing activity that benefits low and very low income persons.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	One or two low or very low income households depending of activity chosen by CHDO.
	Location Description	
	Planned Activities	
7	Project Name	CDBG Public Facilities
	Target Area	
	Goals Supported	Public Facilities
	Needs Addressed	Public Facility Improvement Public Services
	Funding	CDBG: \$225,000
	Description	Acquisition and renovation of a facility for use in low to moderate income areas for various community functions, recreational uses, and services.
	Target Date	12/31/2020

	Estimate the number and type of families that will benefit from the proposed activities	The project is proposed to benefit a low to moderate income neighborhood. The number anticipated to benefit will depend on the exact neighborhood identified. Family types are expected to vary, including single-individual households, multiple-individual households, single-parent households, two-parent households, elderly households, disabled individuals, etc. The expectation is that the neighborhood selected will be significantly low-income.
	Location Description	To be determined
	Planned Activities	Acquisition and renovation of a facility for use in low to moderate income areas for various community functions, recreational uses, and services.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

With the exception of the Facade Improvement Program, none of the activities proposed for the 2018 Action Plan are directed geographically, meaning that there is not a prescribed area in which these activities are required to take place. Public Facilities, Microenterprise Assistance, Housing Rehabilitation, Emergency Repair, Demolition, Down Payment Assistance, and other Affordable Housing activities are allowable Citywide. However, these activities have historically taken place in areas of low-income and minority concentration. Such areas include the greater portion of Wards 2, 4, and 5, which are better identified by U.S. Census tracts 001, 002, 003, 004, 005, 006, 011, and 105. Public Service grants are likewise, not directed geographically, but tend to be centered in low-income areas by virtue of the clients that the agencies serve. The Facade Improvement Program is directed to the downtown area as a program policy in an effort to continue the revitalization of the historic downtown. Public Facilities projects will be directed to neighborhoods of particular need for such activities, but the area(s) are not targeted.

Geographic Distribution

Target Area	Percentage of Funds

Table 58 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

No activities in the 2018 Action Plan are geographically driven.

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	17
Special-Needs	0
Total	17

Table 59 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	1
Rehab of Existing Units	11
Acquisition of Existing Units	5
Total	17

Table 60 - One Year Goals for Affordable Housing by Support Type
Discussion

The figures provided above are taken from the total goals from all activities/projects anticipated within the 2018 Action Plan with the exception of Administrative activities, and Public Facilities Activities. To a large degree, the goals for each category of household or housing project type are unknown because they will vary depending on the type of households that apply for downpayment assistance or for any housing developed by CHDO's. The numbers above are a tabulation of each type as listed in the goals outlined earlier in the Action Plan. The number of house holds supported included among the non-homeless are those households anticipated to directly benefit for housing rehabilitation activities.

AP-60 Public Housing – 91.220(h)

Introduction

The Hattiesburg Housing Authority manages 296 Public Housing units in the City of Hattiesburg.

Actions planned during the next year to address the needs to public housing

The City of Hattiesburg stands ready to support the Hattiesburg Housing Authority in any way possible, particularly as the HHA seeks to replace many of its older units in the coming years.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Housing Authority will continue to host monthly resident meetings at each of its developments to engage its residents. Guest speakers will be scheduled as appropriate to bring residents valuable information related to the City, the schools, civic service agencies, or others as may be pertinent. The HHA will also continue to host National Night Out Against Crime events as an opportunity to engage residents.

The City of Hattiesburg continue to offer homeownership options through our homebuyer education program. The City will continue to work with public housing management to encourage homeownership options through downpayment assistance, Family Self-Sufficiency (FSS) Program, and Section 8 Housing Choice Voucher Program. In addition, the City will continue to chair/hold quarterly Housing Roundtable meetings for the purpose of be bringing together organizations throughout the city to engage in collaborative opportunities and services in support of affordable housing for low to moderate income households.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

n/a

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Hattiesburg actively participates in meetings of the Pinebelt Coalition on Homelessness and supports the efforts of individual organizations whose mission is to serve homeless populations. The City intends to continue this collaboration in 2018, and intends to increase efforts in serving the homeless community by way of funding supportive services offered by appropriate agencies. The City also intends to support these agencies in attaining funding for additional emergency and transitional shelter. The City has a full-time Homeless coordinator to assist the city and homeless support agencies with all homeless issues.

Addressing the emergency shelter and transitional housing needs of homeless persons

As previously stated, the City intends to continue its collaboration with organizations whose missions include services and housing for homeless persons. The City will support these agencies in competing for and attaining funding for additional emergency and transitional shelter, and may, as funding allows, consider opportunities to support new sustainable programs for emergency and/or transitional housing. More direct support for these housing needs will likely come through Public Facility Improvement activities, which may be more feasible in future years. the City has a full time Homeless Coordinator to assist with all homeless issues in the City.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Hattiesburg's partner agencies in the field of homelessness and special needs clients are well organized and maintain close working relationships. The City also facilitates a Housing Roundtable – an organization focused on a variety of housing concerns in Hattiesburg. Though the two coalitions differ somewhat in purpose, there is a great deal of overlap in both subject matter and membership. The City's intended (continued) support of the agencies within both groups are an opportunity to address transition to independent living, affordable housing, and ensuring appropriate case management, as the

organizations have already proven capable of doing. The City has a Homeless Coordinator to assist with all homeless issues.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City has recently supported financial literacy programs, utility assistance programs, and job/skills training programs with CDBG assistance. Forrest General Hospital has a process for identifying homeless persons and persons with substance abuse problems that may require certain case management or supportive service resources, and there is a well-organized process by which people are referred to appropriate agencies that may be able to assist. The City intends to support activities that will assist all manners of homelessness, including the prevention thereof.

Discussion

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Hattiesburg has historically supported efforts to meet housing needs of its citizens and has been proactive in the provision of housing to its low- and moderate-income residents. In the 1938-1939 timeframe, the City created one of the first housing authorities in the State of Mississippi. The City supported the creation of the Mississippi Regional Housing Authority No. VIII and its efforts to bring Section 8 assistance to City residents.

The Official Zoning Ordinance and Subdivision Regulations make provisions for affordable housing and provide protection to citizens by ensuring proper land use and high quality residential land development.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City's zoning ordinance and related regulations are conducive to affordable housing development. As public policies are concerned, the only notable barrier to affordable housing has to do with development in flood zones where FEMA regulations create limitations on the value/cost of rehabilitation that can take place on existing structures. Historically, new affordable housing has not been created in flood zones when using CDBG or HOME funds because of the challenges of meeting the development requirements. The City will make it known to partner agencies and CHDOs that such new developments are possible given compliance with certain development and insurance requirements.

Discussion:

The City continues to implement housing rehabilitation programs to upgrade owner-occupied housing. Through its three CHDOs, the City of Hattiesburg is supporting affordable housing initiatives providing for the construction of new affordable housing and homebuyer down-payment assistance programs. These activities serve to reduce affordable housing barriers. The City has also partnered with service providers in areas of adult financial literacy, jobs training, and employability skills training - all of which address barriers individuals may have in attaining affordable housing. The City will continue to support such programs.

AP-85 Other Actions – 91.220(k)

Introduction:

Actions planned to address obstacles to meeting underserved needs

Several of the City of Hattiesburg's CDBG and HOME funded activities seek to address underserved needs by way of affordable housing, housing rehabilitation, and assistance to non-profit organizations with such missions, among others. The City will continue these efforts in the coming years, and will also continue work in areas of obstacles pertaining to affordable housing.

Actions planned to foster and maintain affordable housing

In this planning period, the City will continue to make its Down Payment Assistance Program available, will continue to promote the Bank On Hattiesburg Program, and will continue to address code compliance in an effort to continue improving housing stock.

Actions planned to reduce lead-based paint hazards

Through the City's ongoing Housing Rehabilitation, Emergency Repair, and other housing activities, the City and its partners comply with 24 CFR Part 35, which often requires lead-based paint abatement. These activities will be continued in 2018 along with the potential for addressing LBP hazards in housing as a stand-alone activity.

Actions planned to reduce the number of poverty-level families

The City will continue to support non-profits and public efforts to improve adult financial literacy, and will continue to promote Bank On Hattiesburg in an effort to address the high number of households in the area that are either un-banked or under-banked and may rely on predatory lenders and other non-traditional financial institutions.

Actions planned to develop institutional structure

The City plans to continue facilitating the Housing Roundtable, participating in the Pinebelt Coalition on Homelessness, and participating with other similar organizations as the opportunity arises. The City will also continue to support agencies in the area as they may have opportunities to compete for grants that serve the needs identified in the City's Consolidated Plan or other opportunities that are of a community benefit. The mayor and city staff have conducted ward meetings and meetings with neighborhood associations and will continue until all have been visited. The introduction of Public Facilities activities is in part intended to further support the development of institutional structure within neighborhoods - facilitating improved opportunities for neighborhood organization activities and other non-profit, recreational, or other agency use for community development purposes.

Actions planned to enhance coordination between public and private housing and social service agencies

As stated previously, the City will continue to participate with the Housing Roundtable and the Pinebelt Coalition on Homelessness, and will continue to encourage agencies that have a mutual interest to participate as well. The City continue to work with United Way and Bank-On to provide reasonable costs banking services and financial literacy education to all residents, especially the un-banked and the under-banked.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(I)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The City has no other forms of investment beyond identified in section 95.205.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

CITY OF HATTIESBURG

HOME PROGRAM – RECAPTURE PROVISIONS

Recapture Provisions HOME program regulations governing recapture when a HOME participating jurisdiction (City of Hattiesburg) uses HOME funds to assist homebuyers are set forth in 24 CFR Part 92.254(a)(5). By virtue of the fact that the City of Hattiesburg uses HOME funds to assist homebuyers, all homebuyers programs provided by the City of Hattiesburg and its sub-recipients must include guidelines for recapture as required by HUD. The 2013 HOME Program Final Rule updated the requirements of Resale and Recapture. As per 24 CFR Part 92.254(b) the requirements set forth for resale/recapture will be provided in a separate written agreement between the City of Hattiesburg and the sub-recipient and/or beneficiary. Homebuyer Assistance Programs – The City of Hattiesburg will utilize the same Recapture requirements.

Funds subject to *recapture* – include direct subsidy of HOME investment that enabled the homebuyer to purchase the property. This includes down payment assistance, closing costs or other HOME assistance provided directly to the homebuyer.

Net proceeds are defined as the sales price minus superior loan repayment (other than HOME funds) and any closing costs.

The *Recapture* requirements of all the homebuyer assistance programs that utilize direct financial assistance include the following provisions and is included in the Program Written Participation Agreement and the Deed of Trust and Promissory Note:

i. The Deed of Trust and Promissory Note (lien), attached to the property to enforce recapture will be executed at loan closing and recapture guidelines adhered to by the homebuyer. The lien also restricts the homebuyer's ability to refinance during the period of affordability without approval. (See refinance/subordination policy).

ii. The lien will depreciate annually in equal increments based on the affordability period, 5 years (20% per year), 10 years (10% per year), and 15 years (6.66% per year).

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

CITY OF HATTIESBURG

HOME PROGRAM – RECAPTURE PROVISIONS

Recapture Provisions

HOME program regulations governing recapture when a HOME participating jurisdiction (City of Hattiesburg) uses HOME funds to assist homebuyers are set forth in 24 CFR Part 92.254(a)(5). By virtue of the fact that the City of Hattiesburg uses HOME funds to assist homebuyers, all homebuyers programs provided by the City of Hattiesburg and its sub-recipients must include guidelines for recapture as required by HUD.

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The lien will depreciate annually in equal increments based on the affordability period, 5 years (20% per year), 10 years (10% per year), and 15 years (6.66% per year).

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

N/A

Based on the HOME Affordable Homeownership, the City will determine 95% of the median area purchase price set forth at CFR 92.254 (a)(2)(iii). For single-family housing, this does not exceed \$148,000.00. Eligible applicants for the City's DPA and Rehabilitation Programs are low and very-low income residents of the City. The City uses a number of public forums and events to promote its programs and to solicit applicants. Information may be obtained in the Community Development office Monday-Friday from 8:00 am to 5:00 pm. For CHDO Set-Aside funds, the eligible applicants are local not-for-profit housing development organizations that can meet HOME CHDO requirements. These agencies are solicited through a Request for Proposal process.

Appendixx - Alternate/Local Data Sources

1	Data Source Name CHAS
	List the name of the organization or individual who originated the data set.

	Provide a brief summary of the data set.
	What was the purpose for developing this data set?
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population?
	What time period (provide the year, and optionally month, or month and day) is covered by this data set?
	What is the status of the data set (complete, in progress, or planned)?
2	Data Source Name AHS
	List the name of the organization or individual who originated the data set.
	Provide a brief summary of the data set.
	What was the purpose for developing this data set?
	Provide the year (and optionally month, or month and day) for when the data was collected.
	Briefly describe the methodology for the data collection.
	Describe the total population from which the sample was taken.
	Describe the demographics of the respondents or characteristics of the unit of measure, and the number of respondents or units surveyed.

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Hattiesburg's 2018-2022 Consolidated Plan was developed through a coordinated community process to identify housing, homelessness, supportive service, and non-housing community needs in the City. The Plan provides the basis and strategy for the use of federal funds granted to the City by the U.S. Department of Housing & Urban Development (HUD) under the Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) Programs. The accompanying one-year Action Plan serves as the City's application for its annual entitlement allocation from HUD under these programs for Program Year 2019.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The primary objectives of the Plan for 2018-2022 are consistent with the primary objectives in the prior Consolidated Plan, which involve addressing a variety of housing concerns. Housing Rehabilitation, Emergency Repair, Acquisition/Rehabilitation, Down Payment Assistance, and Affordable Housing are some of the types of housing-related activities that are consistent with the prior plan. Over the Plan period, the City plans to address 50 Homeowner Rehabilitation projects, Rehabilitate 2 rental units for affordable housing, and create 4 new affordable housing units either for sale or rent, to assist 15-20 households through the Down Payment Assistance Program. The achievement of these objectives will rely in part on the City's Community Housing Development Organizations (CHDOs) and other partners in the field of housing.

Behind housing objectives, the next objective of greatest need is in the area of Homelessness and Special Needs Populations. Objectives within the Consolidated Plan that address these populations vary among several eligible types of activities. Population-targeted housing activities can all benefit homeless individuals and families as well as households with special needs. .

The City's Plan also includes Infrastructure activities such as drainage, street improvements, sidewalks, and trails that would benefit low-income areas including more than 1,000 households. Commercial

Rehabilitation such as the Facade Improvement Program and Economic Development activities such as the Microenterprise Program will continue to support businesses. Objectives include the facade improvement of commercial structures in the commercial business district and Microenterprise Assistance awards that meet various eligibility requirements.

Added by amendment, the City will undertake Public Service and Public Facility activities related to the COVID-19 pandemic with the use of the special allocation of CDBG CARES Act funding made available in 2020. In the area of Public Services, the City will seek to provide outreach and education to low-to-moderate income neighborhoods on the Coronavirus in general and practices to prevent its spread. Activities will also involve screening and testing for COVID-19 both at existing health care facilities as well as pop-up testing sites in low-to-moderate income neighborhoods. Other activities in response to the COVID-19 pandemic include financial assistance to low- and moderate-income households whose income has been negatively impacted by the pandemic as well as Public Facility activities to improve access to the internet in LMI areas.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City has managed to meet many of its past objectives, in spite of funding cuts that decreased the City's ability to maintain its previous level of accomplishments, particularly in the area of substantial rehabilitation of single-family homes. Over the five years of the previous five-year Consolidated Plan, was able to continue its objectives in the areas of housing activities by limiting its eligible activities to primarily housing and housing related activities. The City has reduced its waiting list to approximately 25-30 households. Along with partnerships with CHDOs, a number of rental and homeownership affordable housing opportunities were made available to residents.

During the previous five year Consolidated Plan period, the City also demolished more than 20 vacant and blighted properties.

In 2016, the City also hired a full-time Homelessness Coordinator. This new role was the first full-time position of its kind hired by a Mississippi city. The position focuses on outreach and documentation of homeless individuals, and partnership with other agencies to update the state's homeless management information system. The role is integral to identifying resources available across various agencies and organizations, and to connecting individuals in need to those resources. Likewise, the coordinator has become a go-to point of contact for other city departments and citizens when facing challenges related to homelessness. In recent years, the City also made great strides in reducing the number of homeless veterans.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City conducted a Public Hearing on February 4, 2019. There were no citizens nor residents in attendance, only City staff. This is a problem that the city seeks to correct in the future through more intentional outreach. The role of Public Engagement Coordinator has been assigned to a member of the department in order to help various divisions get creative in ways to go above and beyond the minimal effort of public comments and public hearings. We anticipate results of this change in the year ahead. Despite the poor attendance at the formal public hearing, the city has had sufficient opportunity over the last 12-18 months to gather input from the public on a variety of topics through a circuit of Town Hall meetings hosted by the Mayor. In that amount of time, the Mayor has hosted more than 40 such meetings, discussing strengths, weaknesses, opportunities, and threats as it relates to individual neighborhoods. Though not a part of the formal citizen participation process, feedback at these meetings provide insight into what residents hold as priorities for their neighborhoods, and in lower-income areas of the city, that was often found to revolve around condition of housing stock.

As it relates to the May 2020 amendment to incorporate CDBG CARES Act funding and related activities, the City provided an expedited consultation process to engage as many community partner agencies in as short a period of time as possible. Responses from various agencies, including housing organizations, health care institutions, higher education, civic and business organizations and various public service providers provided responses. Responses supported the Public Service activities, and others suggested economic support to businesses other possible activities to consider. Following consultation, a draft amendment to the 2018-2022 Consolidated Plan and the 2019 Action Plan were created, and a notice of the proposed amendments was published. The city took advantage of HUD's waiver opportunity for the typical public comment period and public hearing requirement in order to expedite the use of these funds in addressing local public health concerns. The public comment period extended from May 14, 2020 until May 21, 2020 and included a virtual public hearing on May 19, 2020.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

There were no verbal nor written comments during the formal citizen participation process. However, though not a part of the formal citizen participation process, feedback at the Mayor's Town Hall meetings provide insight into what residents hold as priorities for their neighborhoods, and in lower-income areas of the city, that was often found to revolve around condition of housing stock. Daily phone calls to the Community Development Division from residents interested in assistance would also indicate that housing rehabilitation and affordable housing assistance remain high priorities for citizens.

As it relates to the May 2020 amendment to incorporate CDBG CARES Act funding, during the course of the public comment period, only one comment came in writing. Other comments came verbally to members of the Mayor's office. Comments included advocating for improved internet access such as

through free public wifi in order to help address challenges especially among lower income individuals in accessing the internet for education or job-related resources. Comments also supported the concept of financial assistance to households, particularly those that have been negatively impacted financially by the pandemic.

6. Summary of comments or views not accepted and the reasons for not accepting them

N/A

7. Summary

The City of Hattiesburg recognizes its CDBG and HOME grants as an opportunity to do great things to improve quality of life for low- to moderate-income residents and as a result, for the City as a whole.

The City values the citizen participation process and looks forward to doing more to promote participation opportunities in the future. Participation in this process by the residents of low-income areas, and the organizations that regularly serve low-income households is vital to ensuring that the funds are directed to areas and programs in which they can make the greatest impact. Though we did not receive input in the manner in which we would have preferred, we believe that the input through other meetings and daily calls to the city support the priorities in this plan.

The City believes that the strategies and objectives set forth in this Annual Action Plan and the Consolidated Plan are feasible and attainable (assuming that funding remains available), and they are in accordance with the needs and desires communicated by the public that these grants are intended to serve and organizations that provide such services.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role		Name	Department/Agency
Lead Agency		HATTIESBURG	
CDBG Administrator	HATTIESBURG	Urban Development D/Community Development Division	
HOPWA Administrator			
HOME Administrator	HATTIESBURG	Urban Development D/Community Development Division	
HOPWA-C Administrator			

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City's program staff reached out to citizens, local government representatives, public housing authorities, non-profit developers, and various social service agencies to gather input for the Annual Action Plan through its traditional advertising method. Staff also participated in the Mayor's Town Hall meetings and in quarterly meetings of the Community Advisory Committee – a group similar in purpose to the Housing Round Table.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City continues to participate quarterly in the Community Advisory Committee to discuss a variety of housing and homelessness issues. Participants are similar to the former Housing Round Table, which included the City's Urban Development Department, Mississippi Regional Housing Authority No. 8, the Hattiesburg Housing Authority, Hattiesburg Area Habitat for Humanity, R3SM (a non-profit housing organization), as well as the City's Community Housing Development Organizations (CHDOs). Participants also include the Salvation Army and Pine Grove Behavioral Health & Addiction Services, which both serve homeless persons; the AIDS Services Coalition, which serves the homeless as well as those living with AIDS; the University of Southern Mississippi's Institute for Disability Studies, which addresses housing issues statewide; and the Hattiesburg Board of Realtors.

The City has worked to bolster mental health services by way of a Behavioral Health Court partnership with Pine Belt Mental Healthcare Resources, and through working with the Pinebelt Coalition on Homelessness to coordinate efforts toward functionally ending homelessness.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City works closely with the Continuum of Care operating in Hattiesburg and the surrounding areas. The Pinebelt Homeless Coalition is the lead agency for the implementation of HUD Continuum of Care programs. Generally, individuals requiring assistance are referred to this organization. Further, the City has provided funding to the AIDS Services Coalition and Pine Grove Behavioral Health & Addiction Services. The City also has a full-time Homeless Advocate/Coordinator, who works actively with the coalition as well as other agencies in making proper referrals to appropriate resource agencies. In the last year, the city's coordinator has worked with the coalition to press the issue of a need for a documented plan as well as an adopted standard of care.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Hattiesburg is a part of the 71-county "balance of state" Continuum of Care. The City works with the Continuum of Care (Mississippi United to End Homelessness), and a representative from the City regularly participates in their meetings. MUTEH and its members establish guidelines, policies, etc. for the Continuum of Care. The City does not enjoy entitlement status under ESG, and as the City does not directly undertake any activities supporting homeless persons, the City does not access or input information into HMIS.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care		

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City's interaction and coordination with the agencies and partnership groups mentioned above is constant. A full-time grant coordinator also seeks out other opportunities to leverage the city's resources – in Community Development as well as citywide. We have recently considered grant opportunities specific to lead hazard reduction, but have elected to defer such application until we have additional capacity to administer such a program.

The preparation of this action plan also overlapped with the creation of the Analysis of Impediments to Fair Housing Choice, which afforded opportunities to gauge feedback regarding the need for quality affordable housing from the perspective of both public housing residents and public housing management.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City conducted a Public Hearing on February 4, 2019. There were no verbal nor written comments during the formal citizen participation process. However, though not a part of the formal citizen participation process, feedback at the Mayor's Town Hall meetings provide insight into what residents hold as priorities for their neighborhoods, and in lower-income areas of the city, that was often found to revolve around condition of housing stock. Daily phone calls to the Community Development Division from residents interested in assistance would also indicate that housing rehabilitation and affordable housing assistance remain high priorities for citizens.

The City will bolster its efforts going forward to encourage more citizen engagement.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-targeted/broad community Residents of Public and Assisted Housing	N/A. Only city staff was in attendance.	None were received.		

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	561,417	0	0	561,417	1,684,251	The expected amount for the remainder of the Con Plan is simply the Year 2 amount multiplied by 3 to estimate Program Years 2020, 2021, and 2022.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	284,296	0	0	284,296	852,888	The expected amount for the remainder of the Con Plan is simply the Year 2 amount multiplied by 3 to estimate Program Years 2020, 2021, and 2022.
Other	public - federal	Economic Development Public Improvements Public Services	321,280	0	0	321,280	0	Atypical, special allocation.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City has recently utilized its mapping capabilities to identify City and State owned property throughout the City of Hattiesburg. These properties are reviewed periodically when need arises for particular projects, and the City intends to continue this approach of utilizing property already in its inventory (when appropriate) before seeking property to purchase.

It is anticipated that publicly owned property may be used in the provision of Public Service activities as well as in provision of public wifi resources.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Programs (including Affordable Housing)	2018	2022	Affordable Housing		Emergency Repair Housing Rehabilitation Rental Rehabilitation	CDBG: \$389,114 HOME: \$205,867	Rental units rehabilitated: 0 Household Housing Unit Homeowner Housing Added: 1 Household Housing Unit Homeowner Housing Rehabilitated: 8 Household Housing Unit
3	Down Payment Assistance	2018	2022	Affordable Housing		Down Payment Assistance	HOME: \$50,000	Homeowner Housing Added: 5 Household Housing Unit
8	Economic Development	2018	2022	Non-Housing Community Development		Commercial Rehab - Facade Improvement Microenterprise Assistance	CDBG: \$60,000 CDBG-CV: \$50,000	Jobs created/retained: 7 Jobs Businesses assisted: 2 Businesses Assisted
9	Public Facilities	2018	2022	Non-Housing Community Development		Public Facility Improvement	CDBG-CV: \$50,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1000 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
10	Public Services	2018	2022	Non-Homeless Special Needs Non-Housing Community Development		Public Services	CDBG-CV: \$221,280	Public service activities other than Low/Moderate Income Housing Benefit: 850 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 150 Households Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Housing Programs (including Affordable Housing)
	Goal Description	This goal includes the creation of affordable housing by CHDOs either in the rehabilitation of existing housing stock or the construction of new housing for the purpose of sale or rental to eligible households. This goal also includes the bulk of the City's housing program, which is the substantial and emergency rehabilitation of eligible owner-occupied homes. Substantial Rehabilitations are completed with either HOME or CDBG funding. Emergency Repairs are completed using CDBG funding.
3	Goal Name	Down Payment Assistance
	Goal Description	This goal includes the use of HOME funds to assist in making new homeownership affordable for eligible buyers.

8	Goal Name	Economic Development
	Goal Description	This goal serves to re-establish the City's former façade improvement program to incentivize the elimination of slum and blight conditions in the central business district. This is considered Privately-Owned Commercial Rehabilitation, a CDBG eligible activity. This goal includes support of eligible microenterprise businesses. Historically, this program was available without geographic boundary as long as other eligibility requirements were met. The City may consider a geographic target. As it relates to CDBG-CV funds, this goal includes provision of assistance to private, for-profit entities, when appropriate to carry out an economic development project, particularly to provide grants or loans to support new businesses or business expansion to create jobs and manufacture medical supplies necessary to respond to infectious disease OR to avoid job loss caused by business closures related to social distancing by providing short-term working capital assistance to small businesses to enable retention of jobs held by low- and moderate-income persons. Also, provision of assistance to microenterprises to provide technical assistance, grants, loans, and other financial assistance to establish, stabilize, and expand microenterprises that provide medical, food delivery, cleaning, and other services to support home health and quarantine.
9	Goal Name	Public Facilities
	Goal Description	Public Facility Improvements can serve low/mod limited clientele (LMC) or low/mod are (LMA) depending on the circumstances. Such an activity may upgrade facilities at a city park in a low-income area, which benefits the entire area and all who utilize the park. such an activity may make improvements to a community center or to a non-profit owned facility that benefits the clientele (51%+ low/mod) of its programs. Such activity may serve to create a recreational path in and through low to moderate income areas. such an activity may allow for the assessment and/or abatement of lead based paint hazards or asbestos hazards to benefit the facility's usefulness to the LMI community. Such an activity may include installing or adding features that benefit the surrounding area, such as public wifi access at strategic locations in a LMA.

10	Goal Name	Public Services
	Goal Description	When the City decides to fund Public services, it often pursues non-profit organizations to implement the activities. These activities vary, but all benefit low/mod clientele (or areas). Special needs identified through the public participation process include financial literacy, job/skills training, housing counseling, supportive services for persons living with HIV/AIDS, supportive services for homeless persons and families, and utility/rent/deposit assistance for low-income households, health-related outreach and education, and health screening and testing. City will seek to provide outreach and education to low-to-moderate income neighborhoods on the Coronavirus in general and practices to prevent its spread. Activities will also involve screening and testing for COVID-19 both at existing health care facilities as well as pop-up testing sites in low-to-moderate income neighborhoods.

Projects

AP-35 Projects – 91.220(d)

Introduction

The following is a listing of projects that the City of Hattiesburg proposes to undertake using CDBG and HOME funds anticipated for 2019.

Projects

#	Project Name
1	CDBG Administration
2	CDBG Housing Programs
3	CDBG Facade Improvement
4	CDBG - Microenterprise Assistance
5	HOME Administration
6	HOME Housing Programs
7	Down Payment Assistance
8	CHDO Set-Aside
9	CV-CDBG Public Services
11	CV-CDBG Public Facilities

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocation of funding is in keeping with the priority needs identified in the Consolidated Plan. Housing issues - rehabilitation, code compliance, demolition, affordability - being the greatest priority identified, it is allocated the greatest amount of funding. The City also seeks to make funding available for Façade Improvement and Microenterprise Assistance. Should funding for those programs go unused for any reason, the city may reallocate those funds for use in Housing Programs.

AP-38 Project Summary
Project Summary Information

1	Project Name	CDBG Administration
	Target Area	
	Goals Supported	Housing Programs (including Affordable Housing) Down Payment Assistance Economic Development
	Needs Addressed	Housing Rehabilitation Emergency Repair Down Payment Assistance Microenterprise Assistance Commercial Rehab - Facade Improvement Rental Rehabilitation
	Funding	CDBG: \$112,283
	Description	Overall and day-to-day administration of the CDBG Program
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	n/a
	Planned Activities	Overall and day-to-day administration of the CDBG Program
2	Project Name	CDBG Housing Programs
	Target Area	
	Goals Supported	Housing Programs (including Affordable Housing)
	Needs Addressed	Housing Rehabilitation Emergency Repair
	Funding	CDBG: \$389,134
	Description	Funding for all CDBG Housing Activities as well as project delivery for CDBG and HOME-funded housing activities
	Target Date	12/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	5-8 households of low and/or moderate income households.
	Location Description	Eligible housing activities citywide

	Planned Activities	Emergency Repair Housing Rehabilitation Project Delivery
3	Project Name	CDBG Facade Improvement
	Target Area	
	Goals Supported	Economic Development
	Needs Addressed	Commercial Rehab - Facade Improvement
	Funding	CDBG: \$30,000
	Description	Commercial rehabilitation of building exteriors to improve quality of life and/or eliminate blight conditions.
	Target Date	12/31/2019
	Estimate the number and type of families that will benefit from the proposed activities	n/a
	Location Description	Applicants within the central business district / downtown area.
	Planned Activities	Commercial rehabilitation
4	Project Name	CDBG - Microenterprise Assistance
	Target Area	
	Goals Supported	Economic Development
	Needs Addressed	Microenterprise Assistance
	Funding	CDBG: \$30,000
	Description	Assistance to microenterprise businesses based on qualifying factor of owner, job creation/retention, and/or limited clientele benefit.
	Target Date	12/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	n/a
	Location Description	Citywide
	Planned Activities	Microenterprise Assistance awards
5	Project Name	HOME Administration

	Target Area	
	Goals Supported	Housing Programs (including Affordable Housing) Down Payment Assistance
	Needs Addressed	Housing Rehabilitation Down Payment Assistance Acquisition Rental Rehabilitation
	Funding	HOME: \$28,429
	Description	Overall and day-to-day administration of the HOME Program.
	Target Date	12/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	n/a
	Location Description	
	Planned Activities	
6	Project Name	HOME Housing Programs
	Target Area	
	Goals Supported	Housing Programs (including Affordable Housing)
	Needs Addressed	Housing Rehabilitation
	Funding	HOME: \$163,222
	Description	Funding of HOME housing activities, primarily substantial housing rehabilitation.
	Target Date	12/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	3-4 low and very-low income households.
	Location Description	Citywide
	Planned Activities	Housing Rehabilitation
7	Project Name	Down Payment Assistance
	Target Area	
	Goals Supported	Down Payment Assistance

	Needs Addressed	Down Payment Assistance
	Funding	HOME: \$50,000
	Description	Down Payment Assistance
	Target Date	12/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	A minimum of 5 eligible households.
	Location Description	Eligible households citywide
	Planned Activities	Down Payment Assistance
8	Project Name	CHDO Set-Aside
	Target Area	
	Goals Supported	Housing Programs (including Affordable Housing)
	Needs Addressed	Housing Rehabilitation Acquisition Rental Rehabilitation
	Funding	HOME: \$42,645
	Description	Funding to be awarded to a CHDO for an affordable housing activity that benefits a low and/or very low income household.
	Target Date	12/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	One or two low and/or very-low income households depending on activity chosen by CHDO.
	Location Description	
	Planned Activities	
9	Project Name	CV-CDBG Public Services
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG-CV: \$271,280

	Description	Currently, COVID-19 testing is conducted by local health care facilities at a cost. The City proposes to provide free testing and outreach and education to low-to-moderate income neighborhoods on the Coronavirus in general and practices to prevent its spread and to assist in providing some financial relief. Additionally, funding will be used to assist LMI households that have been negatively impacted financially by the pandemic.
	Target Date	12/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	1,000+ households in LMI areas.
	Location Description	LMI neighborhoods
	Planned Activities	Activities will involve screening and free testing for COVID-19 at pop-up testing sites in low-to-moderate income neighborhoods. The City will also use funding to provide facilities, security, daily sanitizing, etc. Additionally, supplies to aid in preventing the spread of COVID-19 will be distributed to tested individuals (masks, gloves, thermometers, wipes, etc.). Outreach activities will include community canvassing to promote free testing and reinforce messaging on preventing the spread of COVID-19. The City will additionally seek to provide assistance to LMI households that have been negatively impacted financially by the pandemic by way of utility/rent arrearages.
10	Project Name	CV-CDBG Public Facilities
	Target Area	
	Goals Supported	Public Facilities
	Needs Addressed	Public Facility Improvement
	Funding	CDBG-CV: \$50,000
	Description	Funding to install equipment at strategic locations in LMI Areas to provide free wifi access.
	Target Date	12/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	1,000+ households in LMI areas
	Location Description	LMI neighborhoods

	Planned Activities	Provide free Wi-Fi access in LMI communities at locations such as community centers, parks, and public school properties.
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AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

With the exception of the Facade Improvement Program, none of the activities proposed for the 2019 Action Plan are directed geographically, meaning that there is not a prescribed area in which these activities are required to take place. Microenterprise Assistance, Housing Rehabilitation, Emergency Repair, Demolition, Down Payment Assistance, and other Affordable Housing activities are allowable Citywide. However, these activities have historically taken place in areas of low-income and minority concentration. Such areas include the greater portion of Wards 2, 4, and 5, which are better identified by U.S. Census tracts 001, 002, 003, 004, 005, 006, 011, and 105. Public Service grants are likewise, not directed geographically, but tend to be centered in low-income areas by virtue of the clients that the agencies serve. The Facade Improvement Program is directed to the downtown area as a program policy in an effort to continue the revitalization of the historic downtown.

Geographic Distribution

Target Area	Percentage of Funds

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The only activity/priority that is geographically driven in the 2019 Action Plan is the Facade Improvement Program, which is focused by program policy on the downtown area in an effort to continue the revitalization of the historic downtown. It is possible that procedures may change in the future regarding the approach taken to address housing rehabilitation, which could allow for a geographic focus. Such a focus would be based on findings of concentrations of need in low-income areas and/or based on a concerted effort by the City and/or partner agencies to create an impact on a particular neighborhood or area. Though it is currently not the case, the same effort could be enacted to concentrate Microenterprise Assistance on particular low- to moderate-income areas.

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The city intends to concentrate its limited resources on affordable housing rehabilitation.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	14
Special-Needs	0
Total	14

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	1
Rehab of Existing Units	8
Acquisition of Existing Units	5
Total	14

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The figures provided above are taken from the total goals from all activities/projects anticipated within the 2019 Action Plan with the exception of Administrative activities, and Economic Development Activities. To a large degree, the goals for each category of household or housing project type are unknown because they will vary depending on the type of households that apply for downpayment assistance or for any housing developed by CHDO's. The numbers above are a tabulation of each type as listed in the goals outlined earlier in the Action Plan. The number of house holds supported included among the non-homeless are those households anticipated to directly benefit for housing rehabilitation activities.

AP-60 Public Housing – 91.220(h)

Introduction

The Hattiesburg Housing Authority manages 296 Public Housing units in the City of Hattiesburg.

Actions planned during the next year to address the needs to public housing

The City of Hattiesburg stands ready to support the Hattiesburg Housing Authority in any way possible, particularly as the HHA seeks to replace many of its older units in the coming years. Most recently, the City has supported via resolution, a funding opportunity that would allow for the replacement of several buildings/units with new units at a HHA property.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Housing Authority will continue to host monthly resident meetings at each of its developments to engage its residents. Guest speakers will be scheduled as appropriate to bring residents valuable information related to the City, the schools, civic service agencies, or others as may be pertinent. The HHA will also continue to host National Night Out Against Crime events as an opportunity to engage residents.

The City of Hattiesburg continues to require, as a component of its Downpayment Assistance Program, homebuyer education requirements, which are available to attendees at no cost through various agencies. The City will continue to work with public housing management to encourage homeownership options through downpayment assistance, Family Self-Sufficiency (FSS) Program, and Section 8 Housing Choice Voucher Program. In addition, the City will continue to chair/hold quarterly Housing Roundtable meetings for the purpose of be bringing together organizations throughout the city to engage in collaborative opportunities and services in support of affordable housing for low to moderate income households.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Hattiesburg actively participates in meetings of the Pinebelt Coalition on Homelessness and supports the efforts of individual organizations whose mission is to serve homeless populations. The City's Homelessness Coordinator leads a homeless outreach team, which travels weekly to known and suspected homeless encampments and other known locations in order to assess individuals' needs and to work to pair willing individuals with appropriate resources or services. The City intends to continue this collaboration in 2019, and intends to increase efforts in serving the homeless community by way of funding supportive services offered by appropriate agencies. The City also intends to support these agencies in attaining funding for additional emergency and transitional shelter. The City has a full-time Homeless coordinator to assist the city and homeless support agencies with all homeless issues. The city has also recently acquired a facility to be used by Pinebelt Mental Healthcare Resources and other agencies serving homeless individuals, which will become a multi-faceted resource center for the homeless and those at risk of homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

As previously stated, the City intends to continue its collaboration with organizations whose missions include services and housing for homeless persons. The City will support these agencies in competing for and attaining funding for additional emergency and transitional shelter, and may, as funding allows, consider opportunities to support new sustainable programs for emergency and/or transitional housing. More direct support for these housing needs will likely come through Public Facility Improvement activities, which may be more feasible in future years. The City's full time Homeless Coordinator assists in identifying available resources for individuals facing homelessness, and these resources sometimes include connecting individuals with emergency or transitional housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that

individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Hattiesburg's partner agencies in the field of homelessness and special needs clients are well organized and maintain close working relationships. The City also facilitates a Housing Roundtable – an organization focused on a variety of housing concerns in Hattiesburg. Though the two coalitions differ somewhat in purpose, there is a great deal of overlap in both subject matter and membership. The City's intended (continued) support of the agencies within both groups are an opportunity to address transition to independent living, affordable housing, and ensuring appropriate case management, as the organizations have already proven capable of doing. The City's Homeless Coordinator works closely with a local non-profit by helping to refer clients for the Rapid Re-Housing Program. This work will continue in 2019.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Forrest General Hospital has a process for identifying homeless persons and persons with substance abuse problems that may require certain case management or supportive service resources, and there is a well-organized process by which people are referred to appropriate agencies that may be able to assist. The City intends to support activities that will assist all manners of homelessness, including the prevention thereof.

Discussion

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Hattiesburg has historically supported efforts to meet housing needs of its citizens and has been proactive in the provision of housing to its low- and moderate-income residents. In the 1938-1939 timeframe, the City created one of the first housing authorities in the State of Mississippi. The City supported the creation of the Mississippi Regional Housing Authority No. VIII and its efforts to bring Section 8 assistance to City residents.

The Official Zoning Ordinance and Subdivision Regulations make provisions for affordable housing and provide protection to citizens by ensuring proper land use and high quality residential land development.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City's zoning ordinance and related regulations are conducive to affordable housing development. As public policies are concerned, the only notable barrier to affordable housing has to do with development in flood zones where FEMA regulations create limitations on the value/cost of rehabilitation that can take place on existing structures. Historically, new affordable housing has not been created in flood zones when using CDBG or HOME funds because of the challenges of meeting the development requirements. The City will make it known to partner agencies and CHDOs that such new

Discussion:

Discussion:

The City continues to implement housing rehabilitation programs to upgrade owner-occupied housing. Through its three CHDOs, the City of Hattiesburg is supporting affordable housing initiatives providing for the construction of new affordable housing and homebuyer down-payment assistance programs. These activities serve to reduce affordable housing barriers. The City has also partnered with service providers in areas of adult financial literacy, jobs training, and employability skills training - all of which address barriers individuals may have in attaining affordable housing. The City will continue to support such programs.

AP-85 Other Actions – 91.220(k)

Introduction:

Actions planned to address obstacles to meeting underserved needs

Several of the City of Hattiesburg's CDBG and HOME funded activities seek to address underserved needs by way of affordable housing, housing rehabilitation, and assistance to non-profit organizations with such missions, among others. The City will continue these efforts in the coming years, and will also continue work in areas of obstacles pertaining to affordable housing.

Public Service activities related to CDBG CARES Act funding and COVID-19 specifically seek to address obstacles in access to accurate information on prevention of the spread of Coronavirus and obstacles in access to testing for residents in LMI areas. Additionally, Public Facility activities designed to install free wifi resources will support LMI areas in a time that internet access for educational resources and for job related resources is becoming more critical.

Actions planned to foster and maintain affordable housing

In this planning period, the City will continue to make its Down Payment Assistance Program available, will continue to promote the Bank On Hattiesburg Program, and will continue to address code compliance in an effort to continue improving housing stock.

Actions planned to reduce lead-based paint hazards

Through the City's ongoing Housing Rehabilitation, Emergency Repair, and other housing activities, the City and its partners comply with 24 CFR Part 35, which often requires lead-based paint abatement. These activities will be continued in 2019 along with the potential for addressing LBP hazards in housing as a stand-alone activity.

Actions planned to reduce the number of poverty-level families

Actions planned to reduce the number of poverty-level families

The City will continue to support non-profits and public efforts to improve adult financial literacy

through continued participation with Bank On Hattiesburg and continued promotion of free tax preparation services in an effort to address the high number of households in the area that are either un-banked or under-banked.

Actions planned to develop institutional structure

Actions planned to develop institutional structure

The City plans to continue facilitating meetings with various housing agencies, and participating in the Community Action Agency, the Pinebelt Coalition on Homelessness, and participating with other similar organizations as the opportunity arises. The City will continue to assess the group for gaps in representation and work to close those gaps by bringing other valuable participants to the table in order to further develop institutional structure. The Mayor's Town Hall circuit of neighborhood meetings will also continue, which has proven effective in making additional contacts with interested organizations and individuals.

Actions planned to enhance coordination between public and private housing and social service agencies

As stated previously, the City will continue to participate with the Housing Roundtable and the Pinebelt Coalition on Homelessness, and will continue to encourage agencies that have a mutual interest to participate as well. The City continue to work with United Way and Bank-On to provide reasonable costs banking services and financial literacy education to all residents, especially the un-banked and the under-banked.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(I)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:
 1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows: The City has no other forms of investment beyond identified in section 95.205.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

HOME PROGRAM – RECAPTURE PROVISIONS

Recapture Provisions HOME program regulations governing recapture when a HOME participating jurisdiction (City of Hattiesburg) uses HOME funds to assist homebuyers are set forth in 24 CFR Part 92.254(a)(5). By virtue of the fact that the City of Hattiesburg uses HOME funds to assist homebuyers, all homebuyers programs provided by the City of Hattiesburg and its sub-recipients must include guidelines for recapture as required by HUD. The 2013 HOME Program Final Rule updated the requirements of Resale and Recapture. The requirements set forth for resale/recapture will be provided in a separate written agreement between the City of Hattiesburg and the sub-recipient and/or beneficiary. Homebuyer Assistance Programs – The City of Hattiesburg will utilize the same Recapture requirements.

Funds subject to *recapture* – include direct subsidy of HOME investment that enabled the homebuyer to purchase the property. This includes down payment assistance, closing costs or other HOME assistance provided directly to the homebuyer.

Net proceeds are defined as the sales price minus superior loan repayment (other than HOME funds) and any closing costs.

The *Recapture* requirements of all the homebuyer assistance programs that utilize direct financial assistance include the following provisions and is included in the Program Written Participation Agreement and the Deed of Trust and Promissory Note:

ii. The Deed of Trust and Promissory Note (lien), attached to the property to enforce recapture will be executed at loan closing and recapture guidelines adhered to by the homebuyer. The lien also restricts the homebuyer's ability to refinance during the period of affordability without approval. (See refinance/subordination policy).

The lien will depreciate annually in equal increments based on the affordability period, 5 years (20% per year), 10 years (10% per year), and 15 years (6.66% per year).

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

HOME PROGRAM – RECAPTURE PROVISIONS

Recapture Provisions

HOME program regulations governing recapture when a HOME participating jurisdiction (City of Hattiesburg) uses HOME funds to assist homebuyers are set forth in 24 CFR Part 92.254(a)(5). By virtue of the fact that the City of Hattiesburg uses HOME funds to assist homebuyers, all homebuyers programs provided by the City of Hattiesburg and its sub-recipients must include guidelines for recapture as required by HUD.

The 2013 HOME Program Final Rule updated the requirements of Resale and Recapture. The requirements set forth for resale/recapture will be provided in a separate written agreement between the City of Hattiesburg and the sub-recipient and/or beneficiary.

Homebuyer Assistance Programs – The City of Hattiesburg will utilize the same Recapture requirements.

Funds subject to *recapture* – include direct subsidy of HOME investment that enabled the homebuyer to purchase the property. This includes down payment assistance, closing costs or other HOME assistance provided directly to the homebuyer.

Net proceeds are defined as the sales price minus superior loan repayment (other than HOME funds) and any closing costs.

The *Recapture* requirements of all the homebuyer assistance programs that utilize direct financial assistance include the following provisions and is included in the Program Written Participation Agreement and the Deed of Trust and Promissory Note:

The Deed of Trust and Promissory Note (lien), attached to the property to enforce recapture will be executed at loan closing and recapture guidelines adhered to by the homebuyer. The lien also restricts the homebuyer's ability to refinance during the period of affordability without approval. (See refinance/subordination policy).

The lien will depreciate annually in equal increments based on the affordability period, 5 years (20% per year), 10 years (10% per year), and 15 years (6.66% per year).

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

N/A

Based on the HOME Affordable Homeownership, the City will determine 95% of the median area purchase price set forth at CFR 92.254 (a)(2)(iii). For single-family housing, this does not exceed \$148,000.00. Eligible applicants for the City's DPA and Rehabilitation Programs are low and very-low income residents of the City. The City uses a number of public forums and events to promote its programs and to solicit applicants. Information may be obtained in the Community Development office Monday-Friday from 8:00 am to 5:00 pm. For CHDO Set-Aside funds, the eligible applicants are local not-for-profit housing development organizations that can meet HOME CHDO requirements. These agencies are solicited through a Request for Proposal process.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, September 8, 2020

Re: Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-037D-14-172.00 (PPIN 022098) for the Hall Avenue Overpass Project: Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$760.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$760.00; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.

File Number: 2020-607

Minute Book #

Summary

Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-037D-14-172.00 (PPIN 022098) for the Hall Avenue Overpass Project: Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$760.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$760.00; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.

Recommendation Statement

I recommend approval of this item.

Please place this on the September 8, 2020 City Council meeting for consideration.

RICHARD & THOMAS

Attorneys at Law

Stephen K. Thomas

132 Westover Drive
Hattiesburg, MS 39402
(601)602-2457 phone
(601)602-2458 fax

Ray J. Richard, of counsel

January 16, 2020

City of Hattiesburg
Attn: Kathleen Hartfield
P.O. Box 1898
Hattiesburg, MS 39403

Re: 810 South Tipton Street, Hattiesburg, MS39401

Lots 13 and 14 of Block 6, of The McInnis, Mitchell and Longre Subdivision or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

Pursuant to your request, I have examined the land records on file in the office of the Chancery Clerk of Forrest County, Mississippi, relating to the above described real property for a period back of thirty-one years prior to this date, and find sufficient evidence that the above described property was conveyed by Quitclaim Deed to **Russell Jennings**, dated January 20, 2017, and recorded in Land Deed Book 1250 at Page 244, in the office of the Chancery Clerk of Forrest County, Mississippi. Based upon my examination for the aforesaid period and with the presumption that prior conveyances in chain of title are legal and valid, it is my opinion that the said **Russell Jennings** owns a fee simple, merchantable title to above described real property subject to the following liens, encumbrances and reservations;

RESERVATIONS

1. This opinion does not cover the oil, gas or other minerals lying on or under said property and no opinion is given thereon.
2. As no current survey is present, I do not certify as to the actual occupancy, nor to matters which should be revealed by an accurate survey of subject lands, nor do I certify rights of parties in possession, deficiency in the quantity of lands, boundary line disputes, roadways, unrecorded servitudes or easements, any matters not of proper record which would be disclosed by a true and accurate survey and inspection of the property, and easements or other uses of subject lands not so visible from the surface.
3. Title is subject to any liability or loss due to environmental contamination by past uses of the property as a toxic hazardous waste site, or due to violation of any environmental protection law of any governmental body.
4. Title is subject to instruments of record being properly filed and indexed in the office of the Chancery Clerk where the property is located.

5. This is not a guarantee of title and is not an insurance policy on said property, and this opinion is for the use and benefit of only the party or parties to whom it is addressed and may not be availed of or relied upon by any other person(s) or entity.

6. Title is subject to confirmation that Grantors of Quitclaim Deed recorded in Book 1139 at Page 326 are the sole and only heirs of Lee Jennings.

7. Title is subject to defective acknowledgment in Quitclaim Deed recorded in Book 1139 at Page 326, only Liddie Jennings signature was acknowledged.

ENCUMBRANCES

None of Record

TAXES

Taxes assessed by Forrest County, Mississippi for 2020 are not due and owing but would constitute a lien against said property if not paid by January 31, 2021.

2019 Forrest County ad valorem taxes for Parcel No. 2-037D-14-172.00, PPIN 22098, are **due and payable** in the amount of \$1,551.48.

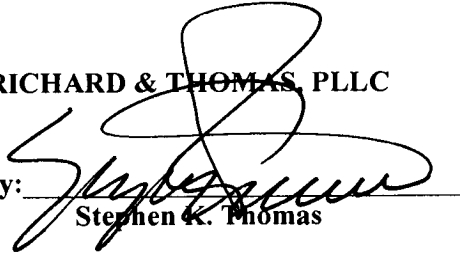
2018 taxes sold in the tax sale and can be redeemed in the amount of \$155.91, through January 31, 2020.

JUDGMENTS

This opinion reflects only those liens or judgments recorded on the Judgment Rolls in the office of the Circuit Clerk of Forrest County, Mississippi. As of this date, no such judgments appear:

This Opinion is certified through this, the 16th day of January, A.D., 2020, at 8:00 a.m.

RICHARD & THOMAS, PLLC

By: 

Stephen K. Thomas

APPRAISAL OF PROPERTY AT

810 SOUTH TIPTON STREET

PIN # 022098

HATTIESBURG, MS

LIGHTSEY & ASSOCIATES

P.O. Box 15489
Hattiesburg, MS 39404
(601) 584-6260

April 7, 2020

Mr. Lamar Rutland
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

RE: Appraisal of property at 810 South Tipton Street,
Hattiesburg, MS

Dear Mr. Rutland:

In accordance with the your request, I have made an inspection and investigation of the property located 810 South Tipton Street, Hattiesburg, Mississippi, for the purpose of forming an opinion of the Market Value, in fee simple, as of March 31, 2020, the effective date of the appraisal being the date the subject property was last inspected. The value opinion is both before and after the taking of a 948 square foot parcel (.02 acre) in conjunction with the Hall Avenue railroad overpass by the City of Hattiesburg and noting damages to the remainder, if any.

Market Value is defined as the most probable price in cash, terms equivalent to cash, or in other precisely revealed terms, for which the property will sell in an open and competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self interest, and assuming that neither is under undue duress.

NEIGHBORHOOD DESCRIPTION

The subject area lies to the southeast of downtown Hattiesburg and is located east of Williams Street and the Canadian National Railway right of way. The general area contains a wide age range of properties that range from commercial/retail uses to single-family dwellings and multi-family dwellings. The subject is in relative close proximity to public schools, shopping and employment centers, and medical facilities. The new Hattiesburg Law Enforcement Complex is under construction on Hall Avenue at the southern end of Bay Street. The majority of properties in the area are in excess of fifty years old.

SITE DESCRIPTION

The subject site is located on the easterly side of South Tipton Street at the southeasterly corner of South Tipton Street and Hall Avenue. It has a frontage of 100 feet on South Tipton and extends to a depth of 100 feet along its Hall Avenue. The site is square in shape and contains approximately 10,000 square feet. The site is at or above street grade, and appears to have adequate utility for use a single unit dwelling site. The property does appear to lie in a designated flood area, though this is subject to certification by a professional engineer or surveyor. All public utilities area connected or available to the site. A survey and plat map are included in the addenda of this report in order to assist the reader in visualizing the property. There were no adverse soil or subsoil conditions observed; however, no soil tests have been made as a part of this report. The property is zoned R-1C, Single Unit Residential, by the zoning authorities of the City of Hattiesburg. The City of Hattiesburg intends to take a 948 square foot rectangularly shaped parcel along Hall Avenue. Following the taking, the subject site will be effectively reduced in size to 9,052 square feet. Access and utility will remain essentially the same as in the before condition.

IMPROVEMENTS DESCRIPTIONS

The subject site is improved with wood frame single unit dwelling on block pilings. This dwelling is well removed from the acquisition area and will not be affected by the take. Thus, it is given no consideration in this appraisal.

PROPERTY HISTORY

The subject property is shown to have transferred by quitclaim deed to the present owner on 01/20/2017. Mississippi is a non-disclosure state and sales price is not a matter of public record. The subject property is not known to be listed for sale nor under contract.

TAXES

The total taxes for the subject property for 2019 are \$1,551,48. The total true value (tax value) of the property is \$56,740.00 with an assessed value of \$8,511.00.

HIGHEST AND BEST USE

In order to estimate the Highest and Best Use of the subject, the surrounding property uses as well as the four tests of Highest and Best Use were considered. These are 1)physically possible, 2)legally permissible, 3)financially feasible, and 4)maximally productive. After considering these factors, the Highest and Best Use of the site as vacant is estimated to be for a single unit house site, and as presently improved for use as a single unit dwelling, in both the before and after conditions.

INTENDED USE AND SCOPE OF THE APPRAISAL

This appraisal is intended to assist the client, Mr. Lamar Rutland of the City of Hattiesburg, in forming an opinion of value of the subject property both before and after the taking of a 948 square foot parcel by the City for road widening. In preparing this appraisal, the appraiser inspected the subject site; gathered information on comparable land sales and listings, confirmed and analyzed the data and applied the Sales Comparison Approach to value. As only the land was considered in this appraisal, this was the only approach deemed applicable to the subject's valuation.

APPRAISAL PROCESS

In good appraisal practice, three approaches to value are normally used to arrive at a value conclusion for a given property. These approaches are the Sales Comparison Approach, the Cost Approach, and the Income Approach. The Sales Comparison Approach is based on deriving a value indication by comparing properties that have been sold recently to the subject property and adjusting the sales price of the comparables for any basic differences. The Income Approach considers the present value of the future benefits of income and ownership. To estimate the income potential of the subject, comparable rents are obtained and reconciled to the subject, then a deduction is made for anticipated expenses. The resulting net income is then capitalized into value using a rate supported by market data. The Cost Approach provides a value indicator based on the cost to reproduce the improvements less any observed depreciation. The value estimate of the land developed through the Sales Comparison Approach is then added to the depreciated value estimate of the Improvements. As noted above, the appraiser has utilized the Sales Comparison Approach only as the land only is considered in this appraisal report.

LAND SALES

The following vacant land sales were utilized to arrive at opinion of value for the subject site.

LAND SALE NO. 1

Location: Walnut Street, Hattiesburg
Date: 04/07/2016
Price: \$20,000
Size: 18,270 sq ft
Price/SF: \$1.09
Zoning: R-1A, Single Unit Residential
Confirmation: MLS # 103560/Re/Max Real Estate
Comments: Located just south of Southern Avenue on Walnut Street.
Generally level vacant site.

LAND SALE NO. 2

Location: North 24th Avenue., Hattiesburg
Date: 04/07/2017
Price: \$22,000
Size: 36,940 sq ft
Price/SF: \$.60
Zoning: R-1B, Single Unit Residential
Confirmation: MLS # 107417/Coldwell Banker
Comments: Corner of North 24th and Quinn Street.
Vacant site purchased for future development.

LAND SALE NO. 3

Location: South 21st Avenue , Hattiesburg

Date: 06/30/2015

Price: \$10,000

Size: 15,000 sq ft

Price/SF: \$.67

Zoning: R-1A, Single Unit Residential

Confirmation: MLS # 101179/Realty Executives

Comments: Located just south of Hardy Street. Vacant site purchased for future development.

The above lot sales indicate an unadjusted range in value from \$.60 to \$1.09 per square foot. All are in the subject market segment. The subject area is virtually fully developed and there are very few vacant sites that are available for sale. Research of the market found these sales to be the most recent and relevant to the subject's valuation. Sale 1 was given the most reliance due to time and location. After considering time, size, location, topography, the subject's location in a flood zone, and other pertinent factors, the value opinion of the subject site is \$.80 per square foot. Thus the value of the subject is:

BEFORE VALUE

10,000 sf @ \$.80 = \$8,000.00

AFTER VALUE

9,052 sf @ \$.80 = \$7,241.00

Value Before Taking	\$8,000.00
Value After Taking	\$7,241.00
Damages	\$ -0-
Just Compensation Due Owner	\$ 759.00
Rounded	\$ 760.00

I appreciate the opportunity to prepare this appraisal report for you. Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely

Stan Lightsey

Stan Lightsey
RA-16

ADDENDA

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- the statements contained in this report are true and correct.**
- the reported analyses, opinions, and conclusions are limited only by the reporting assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.**
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved unless otherwise stated.**
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.**
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.**
- My compensation for completing this assignment is not contingent upon the developing or reporting of a predetermined value or a direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.**
- no one provided significant appraisal assistance to the person signing this appraisal unless otherwise noted.**
- unless otherwise noted, the person signing this report has not performed an appraisal or rendered any other service regarding the subject property in the past three years.**
- The Appraisal Institute conducts a voluntary re-certification process for its designated members. I am currently certified under this program.**

Stan Lightsey

**Stan Lightsey
RA-16**

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following limiting conditions:

The legal description furnished is assumed to be correct.

No responsibility is assumed for matters of a legal character nor does the appraiser render any opinion as to title which is assumed to be good. All existing liens and encumbrances have been disregarded unless otherwise noted and the property is appraised as though free and clear and under responsible ownership and competent management.

The appraiser believes to be accurate the information provided by others; but assumes no responsibility for its accuracy.

Possession of this report, or a copy thereof, does not carry with it the right of publication, and neither all nor any part of the contents of this report may be disseminated to the public through media of any type nor may be used for any other purpose other than that specified in the engagement by the client without the previous written consent of the appraiser and client particularly as to the value conclusions, the identity of the appraiser or the firm with which he is employed, or to the SRA designation of The Appraisal Institute.

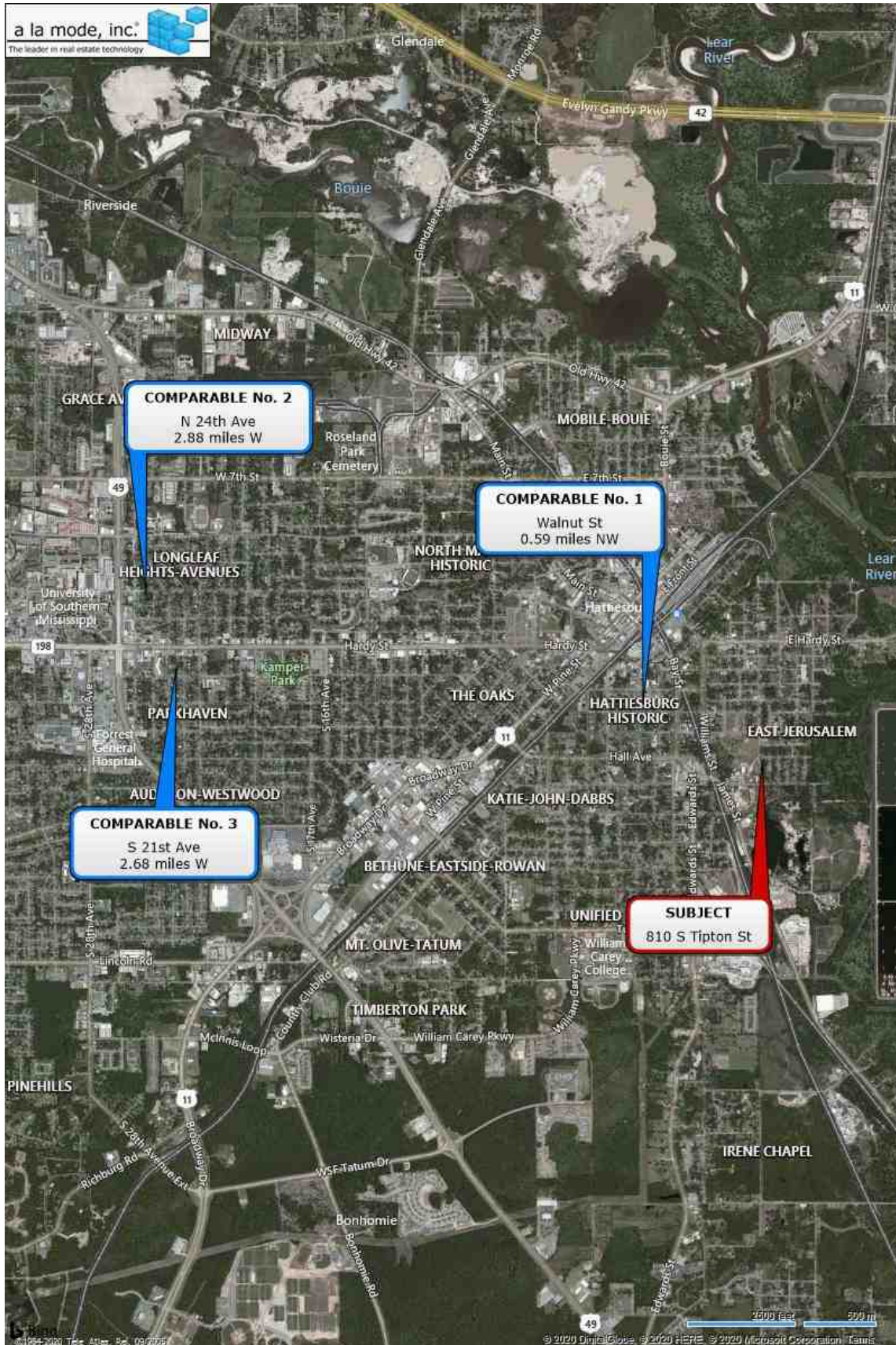
The appraiser will not be required to give testimony or appear in court by reason of this appraisal, with reference to the property in question, unless prior arrangements have been made.

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

Unless otherwise stated in this report, the existence of hazardous substances, including but not limited to asbestos, poly-chlorinated biphenyls, petroleum leakage, mold, or agricultural chemicals; which may or may not be present on the property, or other environmental conditions; were not called to the attention of nor did the appraiser become aware of such during the inspection of the property. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser is not an expert in the environmental field and is not qualified to test for such substances or conditions. If the presence of hazardous substances or environmental conditions may affect the value of the property, the value opinion is predicated on the assumption that there is no such condition in or on the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for such conditions; nor for any expertise or knowledge required to discover them. The client is advised to retain an expert in the field of environmental impact on real estate if such conditions are suspected.

Location Map

Owner	Russell Jennings					
Property Address	810 S Tipton St					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



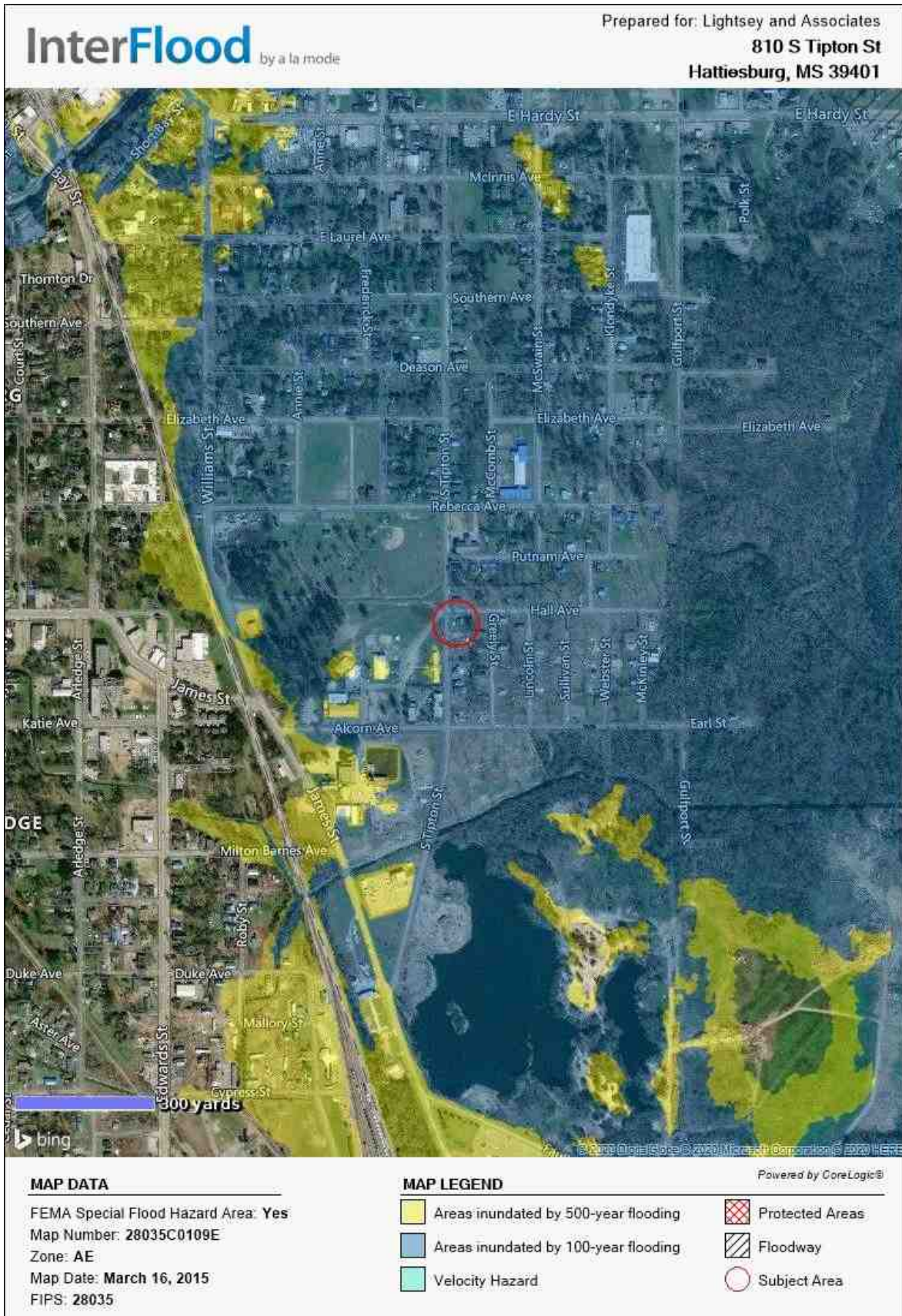
Location Map

Owner	Russell Jennings					
Property Address	810 S Tipton St					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Flood Map

Owner	Russell Jennings					
Property Address	810 S Tipton St					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Plat Map



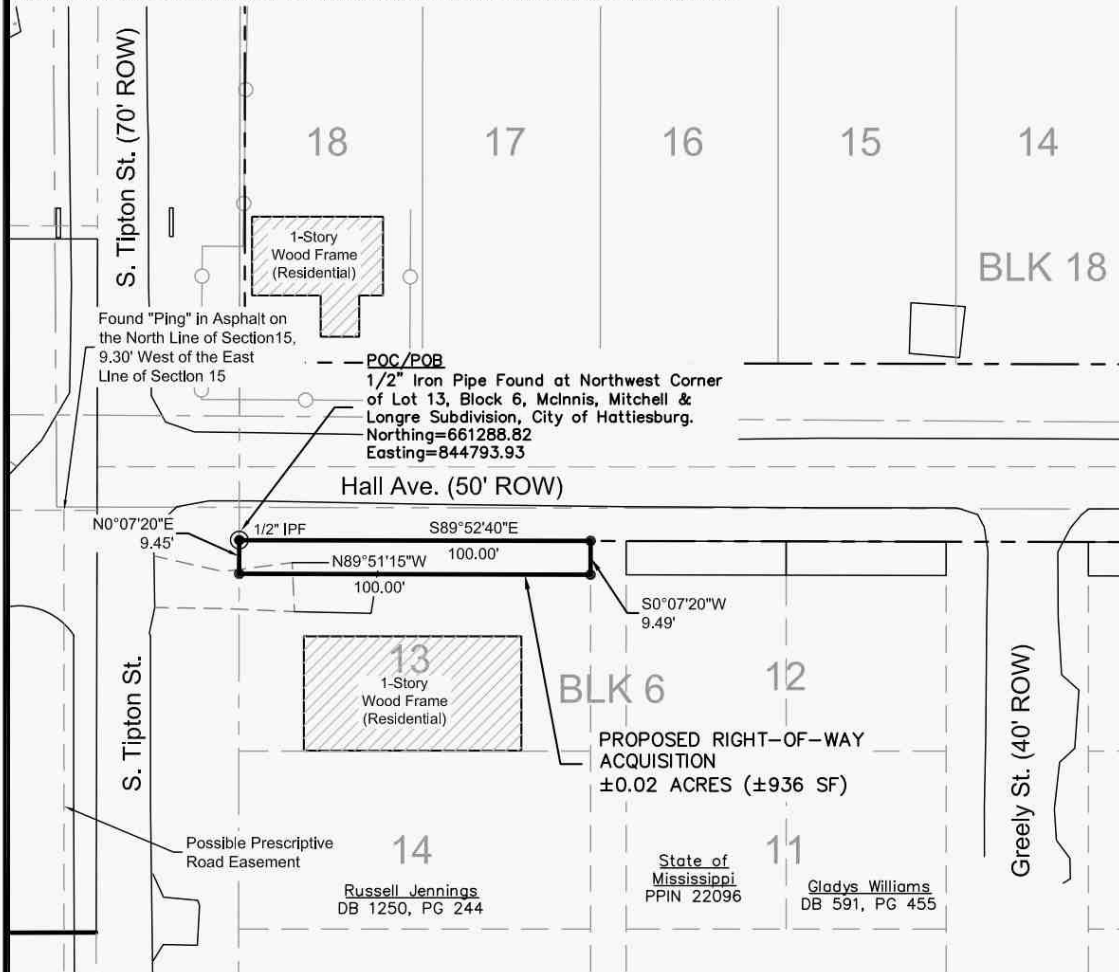
Survey

Russell Jennings - +/-0.02 Ac.

LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)

A parcel of land being part of Lot 13 of Block 6 of McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows:

Commencing at a found 1/2" iron pipe at the Northwest Corner of Lot 13 of Block 6 of Said McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Mississippi, said point also being the Point of Beginning; thence run and along the southern right-of-way boundary of Hall Avenue South 89 degrees 52 minutes 40 seconds East for a distance of 100.00 feet to Northeast Corner of Said Lot 13 of Block 6; thence leaving said southern right-of-way boundary run South 00 degrees 07 minutes 20 seconds West along the eastern boundary of said Lot 13 for a distance of 9.49 feet; thence leaving said eastern boundary run, North 89 degrees 51 minutes 15 seconds West for a distance of 100.00 feet to a point on the eastern right-of-way boundary of South Tipton Street; thence run and along said eastern right-of-way boundary North 00 degrees 07 minutes 20 seconds East for a distance of 9.45 feet back to the POINT OF BEGINNING. Said parcel contains 0.02 acres (948 square feet), more or less.



NO TITLE REPORT PROVIDED

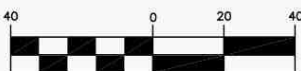


LEGEND:

BK
PG
CTP
MPF
IPF
●
POB
POC
UTL
MON

PROPOSED RIGHT-OF-WAY
BOOK
PAGE
FOUND CRIMP-TOP PIPE
FOUND METAL PIPE
FOUND IRON ROD
SET 1/2" IRON REBAR
POINT OF BEGINNING
POINT OF COMMENCEMENT
UTILITY POLE
MONUMENT FOUND

GRAPHIC SCALE



(IN FEET)

1 inch = 40 ft.

NOTES:

1. Class "B" Survey.
2. No Additional Record Search for Easements was Conducted.
3. Date of Field Survey: Nov. 5, 2019.
4. Orientation is based on GPS observation, Grid North, as referenced to MS State Plane Coordinate System, East Zone.
5. Location of existing subdivision lines based upon monuments from on the interior of McInnis, Mitchell, & Longre Subdivision.

REFERENCE MATERIAL:

1. McInnis, Mitchell, & Longre Subdivision Plat in the City of Hattiesburg
2. Forrest County Tax Maps
3. Quitclaim Deed Bk 1250, PG 244
4. Quitclaim Deed Bk 455, PG 591
5. Tax Deed Bk 641, PG 256

STATE PLANE DATA

State Plane Zone: MS East-2301
Datum: NAD 1983
Combined Factor: 0.99997228
Convergence Angle: -0° 13' 55.65"
Reference Point: Northwest Corner of Lot 13, Block 6



PRELIMINARY - PINS NOT SET

Clearpoint
CONSULTING ENGINEERS, P.A.

6652 US Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com



Right-of-Way Survey

Russell Jennings
PPIN: 22098

CCE NO: 76242036
SCALE: 1" = 40'
DATE: 11/30/2019
CHECKED: RTB
DRAWN: JCR
SHEET 1 OF 1

Drawing Location: S:\76242036\dwg\PLATS\76242036-PLATS.dwg

Tax Data

4/7/2020

Delta Computer Systems

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Link FORREST COUNTY, MS

Current Date 4/ 7/2020

Tax Year 2019
Records Last Updated 4/ 7/2020

PROPERTY DETAIL

OWNER JENNINGS RUSSELL
C/O RUSSELL JENNINGS
716 W CHURCH ST STE 1
JACKSONVILLE FL 32202-4837

ACRES : **NA**
LAND VALUE : 2520
IMPROVEMENTS : 54220
TOTAL VALUE: 56740
ASSESSED : 8511

PARCEL 2-037D-14-172.00
ADDRESS 810 SOUTH TIPTON STREET

TAX INFORMATION

YEAR 2019	TAX DUE	PAID	BALANCE
COUNTY	553.73	0.00	570.34
CITY	452.19	0.00	465.76
SCHOOL	545.56	0.00	561.93
TOTAL	1551.48	0.00	1598.03 3% Penalty

LAST PAYMENT DATE **NA**

TAXES DELINQUENT PRIOR YEAR MISCELLANEOUS INFORMATION

EXEMPT CODE	LEGAL
HOMESTEAD CODE None	LTS 13 & 14 BLK 6 B546 P371
TAX DISTRICT 1110	10/84
PPIN 022098	PREV #:H0656-06-013
SECTION 14	MCINNIS, MITCHELL, & LONGRE
TOWNSHIP 04N	
RANGE 13W	

B 1250 P 244 01/20/2017

Book 1250 **Page** 244

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
2018	KALE FARMS	NOT REDEEMED
2013	PRO TAX04 LLC	12/ 9/2014 JENNINGS LEE
2012	STAMP HOUSE HOLDINGS LLC	12/ 9/2014 JENNINGS LEE

[View Appraisal Record](#)

[Back](#)

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Photograph Addendum

Owner	Russell Jennings					
Property Address	810 S Tipton St					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



View of Subject



View of Acquisition Area

Photograph Addendum

Owner	Russell Jennings					
Property Address	810 S Tipton St					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



View of Hall Avenue



View of South Tipton Street



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, September 8, 2020

Re: Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-037D-14-150.00 (PPIN 022075) for the Hall Avenue Overpass Project: Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$615.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$615.00; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.

File Number: 2020-608

Minute Book #

Summary

Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-037D-14-150.00 (PPIN 022075) for the Hall Avenue Overpass Project: Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$615.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$615.00; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.

Recommendation Statement

I recommend approval of this item.

Please place this on the September 8, 2020 City Council meeting for consideration.

RICHARD & THOMAS

Attorneys at Law

Stephen K. Thomas

132 Westover Drive
Hattiesburg, MS 39402
(601)602-2457 phone
(601)602-2458 fax

Ray J. Richard, of counsel

January 16, 2020

City of Hattiesburg
Attn: Kathleen Hartfield
P.O. Box 1898
Hattiesburg, MS 39403

Re: 700 Greely Street, Hattiesburg, MS 39401

Lot 13 of Block 5, of The McInnis, Mitchell and Longre Subdivision or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

Pursuant to your request, I have examined the land records on file in the office of the Chancery Clerk of Forrest County, Mississippi, relating to the above described real property for a period back of thirty-one years prior to this date, and find sufficient evidence that the above described property was conveyed by Quitclaim Deed to **Josie Williams McKorkle**, dated April 2, 1991, and recorded in Land Deed Book 650 at Page 245, in the office of the Chancery Clerk of Forrest County, Mississippi. Based upon my examination for the aforesaid period and with the presumption that prior conveyances in chain of title are legal and valid, it is my opinion that the said **Josie Williams McKorkle** owns a fee simple, merchantable title to above described real property subject to the following liens, encumbrances and reservations;

RESERVATIONS

1. This opinion does not cover the oil, gas or other minerals lying on or under said property and no opinion is given thereon.
2. As no current survey is present, I do not certify as to the actual occupancy, nor to matters which should be revealed by an accurate survey of subject lands, nor do I certify rights of parties in possession, deficiency in the quantity of lands, boundary line disputes, roadways, unrecorded servitudes or easements, any matters not of proper record which would be disclosed by a true and accurate survey and inspection of the property, and easements or other uses of subject lands not so visible from the surface.
3. Title is subject to any liability or loss due to environmental contamination by past uses of the property as a toxic hazardous waste site, or due to violation of any environmental protection law of any governmental body.
4. Title is subject to instruments of record being properly filed and indexed in the office of the Chancery Clerk where the property is located.

5. This is not a guarantee of title and is not an insurance policy on said property, and this opinion is for the use and benefit of only the party or parties to whom it is addressed and may not be availed of or relied upon by any other person(s) or entity.

6. Title is subject to the interest of Josephine Williams who held title with Ernest Williams as tenants by the entirety with right of survivorship.

7. Title is subject to confirmation that Ernest Williams and Ernest Williams, Jr. are one and the same person.

ENCUMBRANCES

None of Record

TAXES

Taxes assessed by Forrest County, Mississippi for 2020 are not due and owing but would constitute a lien against said property if not paid by January 31, 2021.

2019 Forrest County ad valorem taxes for Parcel No. 2-037D-14-150.00, PPIN 22075, are **due and payable** in the amount of \$30.99.

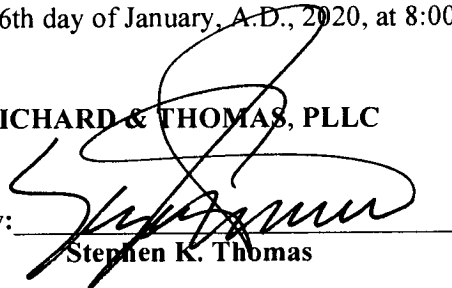
JUDGMENTS

This opinion reflects only those liens or judgments recorded on the Judgment Rolls in the office of the Circuit Clerk of Forrest County, Mississippi. As of this date, no such judgments appear:

This Opinion is certified through this, the 16th day of January, A.D., 2020, at 8:00 a.m.

RICHARD & THOMAS, PLLC

By: _____


Stephen K. Thomas

APPRAISAL OF PROPERTY AT

HALL AVENUE

PIN # 022075

HATTIESBURG, MS

LIGHTSEY & ASSOCIATES

P.O. Box 15489
Hattiesburg, MS 39404
(601) 584-6260

April 9, 2020

Mr. Lamar Rutland
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

RE: Appraisal of property at Hall Avenue,
Hattiesburg, MS

Dear Mr. Rutland:

In accordance with the your request, I have made an inspection and investigation of the property located on Hall Avenue, Hattiesburg, Mississippi, for the purpose of forming an opinion of the Market Value, in fee simple, as of April 8, 2020, the effective date of the appraisal being the date the subject property was last inspected. The value opinion is both before and after the taking of a 765 square foot parcel (.02 acre) in conjunction with the Hall Avenue railroad overpass by the City of Hattiesburg and noting damages to the remainder, if any.

Market Value is defined as the most probable price in cash, terms equivalent to cash, or in other precisely revealed terms, for which the property will sell in an open and competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self interest, and assuming that neither is under undue duress.

NEIGHBORHOOD DESCRIPTION

The subject area lies to the southeast of downtown Hattiesburg and is located east of Williams Street and the Canadian National Railway right of way. The general area contains a wide age range of properties that range from commercial/retail uses to single-family dwellings and multi-family dwellings. The subject is in relative close proximity to public schools, shopping and employment centers, and medical facilities. The new Hattiesburg Law Enforcement Complex is under construction on Hall Avenue at the southern end of Bay Street. The majority of properties in the area are in excess of fifty years old.

SITE DESCRIPTION

The subject site is located on the southerly side of Hall Avenue at the southeasterly corner of Hall Avenue and Greeley Street. It has a frontage of 80 feet on Hall Avenue and extends to a depth of 50 feet along Greeley Street. The site is rectangular in shape and contains approximately 4,000 square feet. The site is at or above street grade, and appears to have adequate utility for use a single unit dwelling site. The property does appear to lie in a designated flood area, though this is subject to certification by a professional engineer or surveyor. All public utilities area connected or available to the site. A survey and plat map are included in the addenda of this report in order to assist the reader in visualizing the property. There were no adverse soil or subsoil conditions observed; however, no soil tests have been made as a part of this report. The property is zoned R-1C, Single Unit Residential, by the zoning authorities of the City of Hattiesburg. The City of Hattiesburg intends to take a 765 square foot rectangularly shaped parcel along Hall Avenue. Following the taking, the subject site will be effectively reduced in size to 3,235 square feet. Access and utility will remain essentially the same as in the before condition.

IMPROVEMENTS DESCRIPTIONS

There are no known improvements on the subject property.

PROPERTY HISTORY

The subject property appears to have been under the present ownership for in excess of three years. The subject property is not known to be listed for sale nor under contract.

TAXES

The total taxes for the subject property for 2019 are \$30.99. The total true value (tax value) of the property is \$1,130.00 with an assessed value of \$170.00.

HIGHEST AND BEST USE

In order to estimate the Highest and Best Use of the subject, the surrounding property uses as well as the four tests of Highest and Best Use were considered. These are 1)physically possible, 2)legally permissible, 3)financially feasible, and 4)maximally productive. After considering these factors, the Highest and Best Use of the site as vacant is estimated to be for a single unit house site, in both the before and after conditions.

INTENDED USE AND SCOPE OF THE APPRAISAL

This appraisal is intended to assist the client, Mr. Lamar Rutland of the City of Hattiesburg, in forming an opinion of value of the subject property both before and after the taking of a 765 square foot parcel by the City for road widening. In preparing this appraisal, the appraiser inspected the subject site; gathered information on comparable land sales and listings, confirmed and analyzed the data and applied the Sales Comparison Approach to value. As only the land was considered in this appraisal, this was the only approach deemed applicable to the subject's valuation.

APPRAISAL PROCESS

In good appraisal practice, three approaches to value are normally used to arrive at a value conclusion for a given property. These approaches are the Sales Comparison Approach, the Cost Approach, and the Income Approach. The Sales Comparison Approach is based on deriving a value indication by comparing properties that have been sold recently to the subject property and adjusting the sales price of the comparables for any basic differences. The Income Approach considers the present value of the future benefits of income and ownership. To estimate the income potential of the subject, comparable rents are obtained and reconciled to the subject, then a deduction is made for anticipated expenses. The resulting net income is then capitalized into value using a rate supported by market data. The Cost Approach provides a value indicator based on the cost to reproduce the improvements less any observed depreciation. The value estimate of the land developed through the Sales Comparison Approach is then added to the depreciated value estimate of the Improvements. As noted above, the appraiser has utilized the Sales Comparison Approach only as the land only is considered in this appraisal report.

LAND SALES

The following vacant land sales were utilized to arrive at opinion of value for the subject site.

LAND SALE NO. 1

Location: Walnut Street, Hattiesburg
Date: 04/07/2016
Price: \$20,000
Size: 18,270 sq ft
Price/SF: \$1.09
Zoning: R-1A, Single Unit Residential
Confirmation: MLS # 103560/Re/Max Real Estate
Comments: Located just south of Southern Avenue on Walnut Street.
Generally level vacant site.

LAND SALE NO. 2

Location: North 24th Avenue., Hattiesburg
Date: 04/07/2017
Price: \$22,000
Size: 36,940 sq ft
Price/SF: \$.60
Zoning: R-1B, Single Unit Residential
Confirmation: MLS # 107417/Coldwell Banker
Comments: Corner of North 24th and Quinn Street.
Vacant site purchased for future development.

LAND SALE NO. 3

Location: South 21st Avenue , Hattiesburg

Date: 06/30/2015

Price: \$10,000

Size: 15,000 sq ft

Price/SF: \$.67

Zoning: R-1A, Single Unit Residential

Confirmation: MLS # 101179/Realty Executives

Comments: Located just south of Hardy Street. Vacant site purchased for future development.

The above lot sales indicate an unadjusted range in value from \$.60 to \$1.09 per square foot. All are in the subject market segment. The subject area is virtually fully developed and there are very few vacant sites that are available for sale. Research of the market found these sales to be the most recent and relevant to the subject's valuation. Sale 1 was given the most reliance due to time and location. After considering time, size, location, topography, the subject's location in a flood zone, and other pertinent factors, the value opinion of the subject site is \$.80 per square foot. Thus the value of the subject is:

BEFORE VALUE

4,000 sf @ \$.80 = \$3,200.00

AFTER VALUE

3,235 sf @ \$.80 = \$2,588.00

Value Before Taking	\$3,200.00
Value After Taking	\$2,588.00
Damages	\$ -0-
Just Compensation Due Owner	\$ 612.00
Rounded	\$ 615.00

I appreciate the opportunity to prepare this appraisal report for you. Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely

Stan Lightsey

Stan Lightsey
RA-16

ADDENDA

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- the statements contained in this report are true and correct.**
- the reported analyses, opinions, and conclusions are limited only by the reporting assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.**
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved unless otherwise stated.**
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.**
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.**
- My compensation for completing this assignment is not contingent upon the developing or reporting of a predetermined value or a direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.**
- no one provided significant appraisal assistance to the person signing this appraisal unless otherwise noted.**
- unless otherwise noted, the person signing this report has not performed an appraisal or rendered any other service regarding the subject property in the past three years.**
- The Appraisal Institute conducts a voluntary re-certification process for its designated members. I am currently certified under this program.**

Stan Lightsey

**Stan Lightsey
RA-16**

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following limiting conditions:

The legal description furnished is assumed to be correct.

No responsibility is assumed for matters of a legal character nor does the appraiser render any opinion as to title which is assumed to be good. All existing liens and encumbrances have been disregarded unless otherwise noted and the property is appraised as though free and clear and under responsible ownership and competent management.

The appraiser believes to be accurate the information provided by others; but assumes no responsibility for its accuracy.

Possession of this report, or a copy thereof, does not carry with it the right of publication, and neither all nor any part of the contents of this report may be disseminated to the public through media of any type nor may be used for any other purpose other than that specified in the engagement by the client without the previous written consent of the appraiser and client particularly as to the value conclusions, the identity of the appraiser or the firm with which he is employed, or to the SRA designation of The Appraisal Institute.

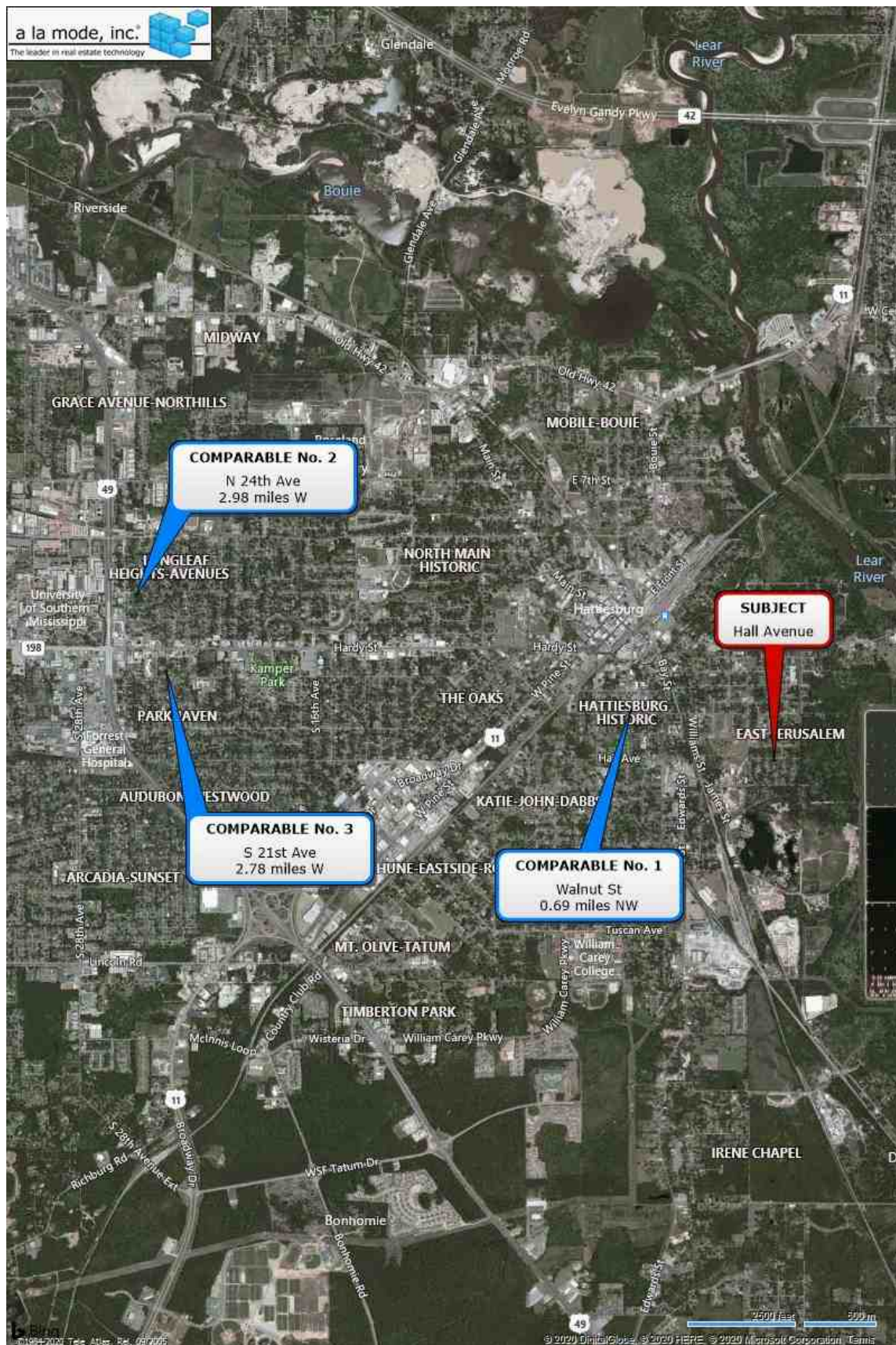
The appraiser will not be required to give testimony or appear in court by reason of this appraisal, with reference to the property in question, unless prior arrangements have been made.

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

Unless otherwise stated in this report, the existence of hazardous substances, including but not limited to asbestos, poly-chlorinated biphenyls, petroleum leakage, mold, or agricultural chemicals; which may or may not be present on the property, or other environmental conditions; were not called to the attention of nor did the appraiser become aware of such during the inspection of the property. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser is not an expert in the environmental field and is not qualified to test for such substances or conditions. If the presence of hazardous substances or environmental conditions may affect the value of the property, the value opinion is predicated on the assumption that there is no such condition in or on the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for such conditions; nor for any expertise or knowledge required to discover them. The client is advised to retain an expert in the field of environmental impact on real estate if such conditions are suspected.

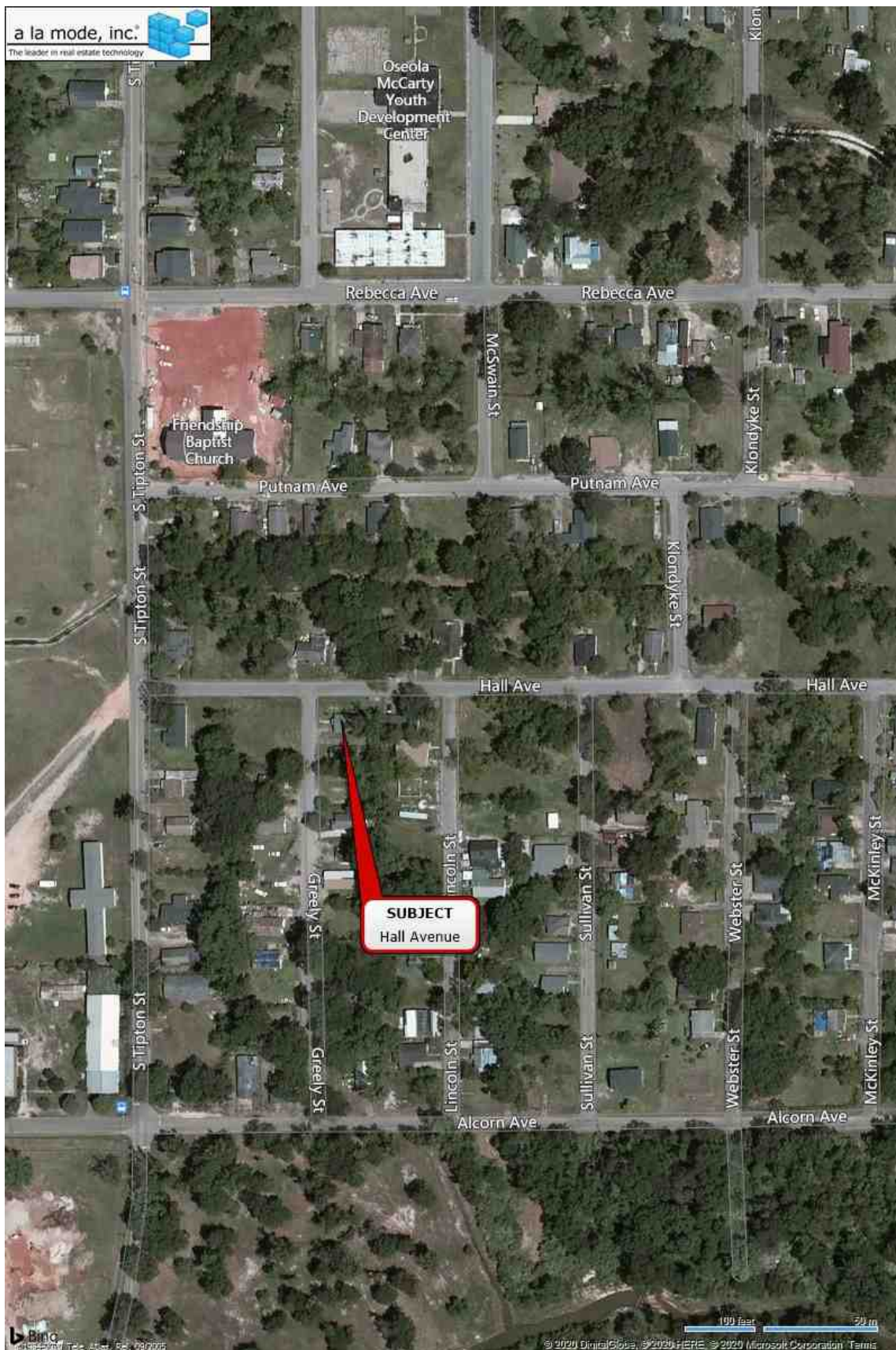
Location Map

Owner	Josie McKorkle						
Property Address	Hall Avenue						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Client	City of Hattiesburg						



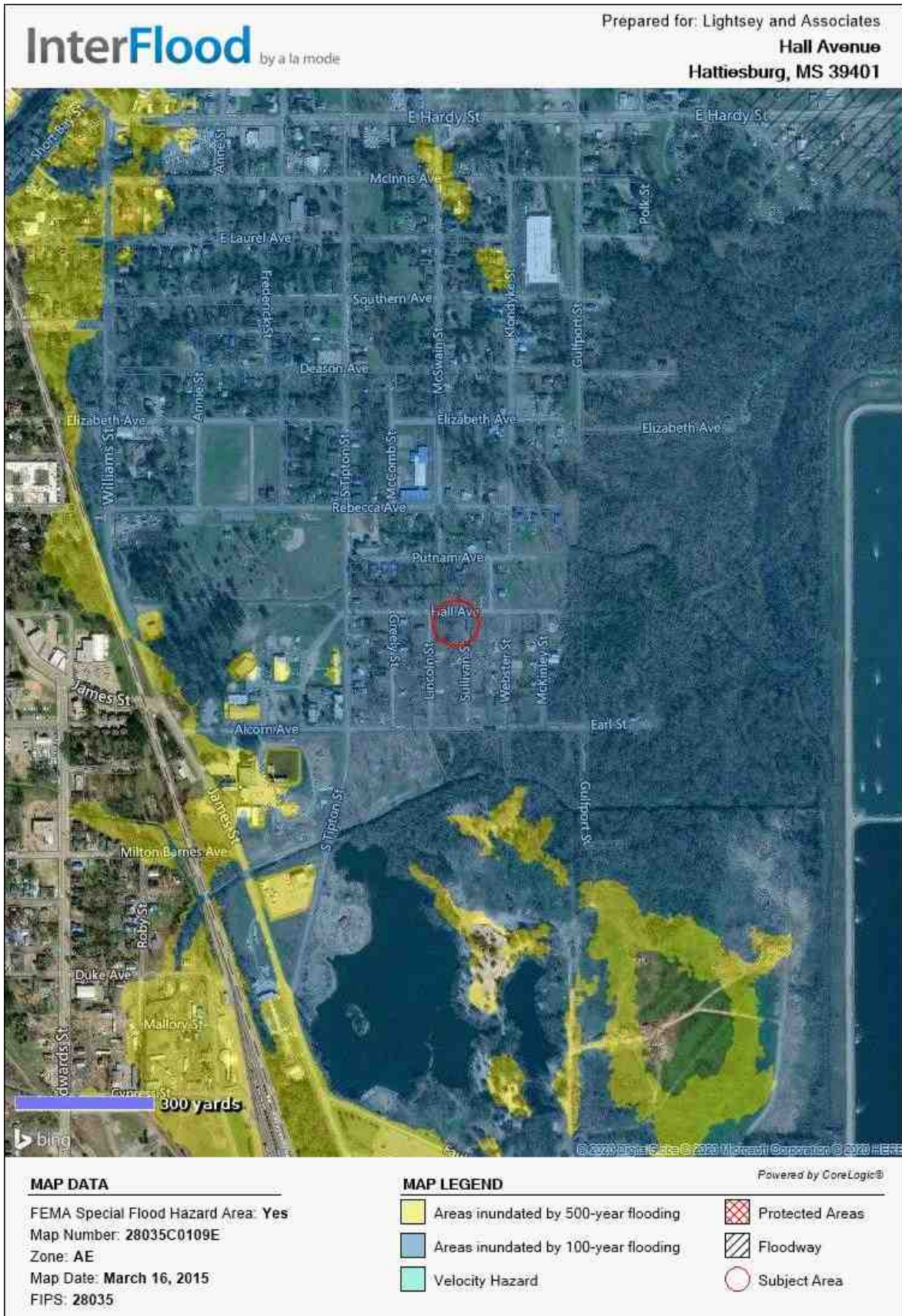
Location Map

Owner	Josie McKorkle					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					

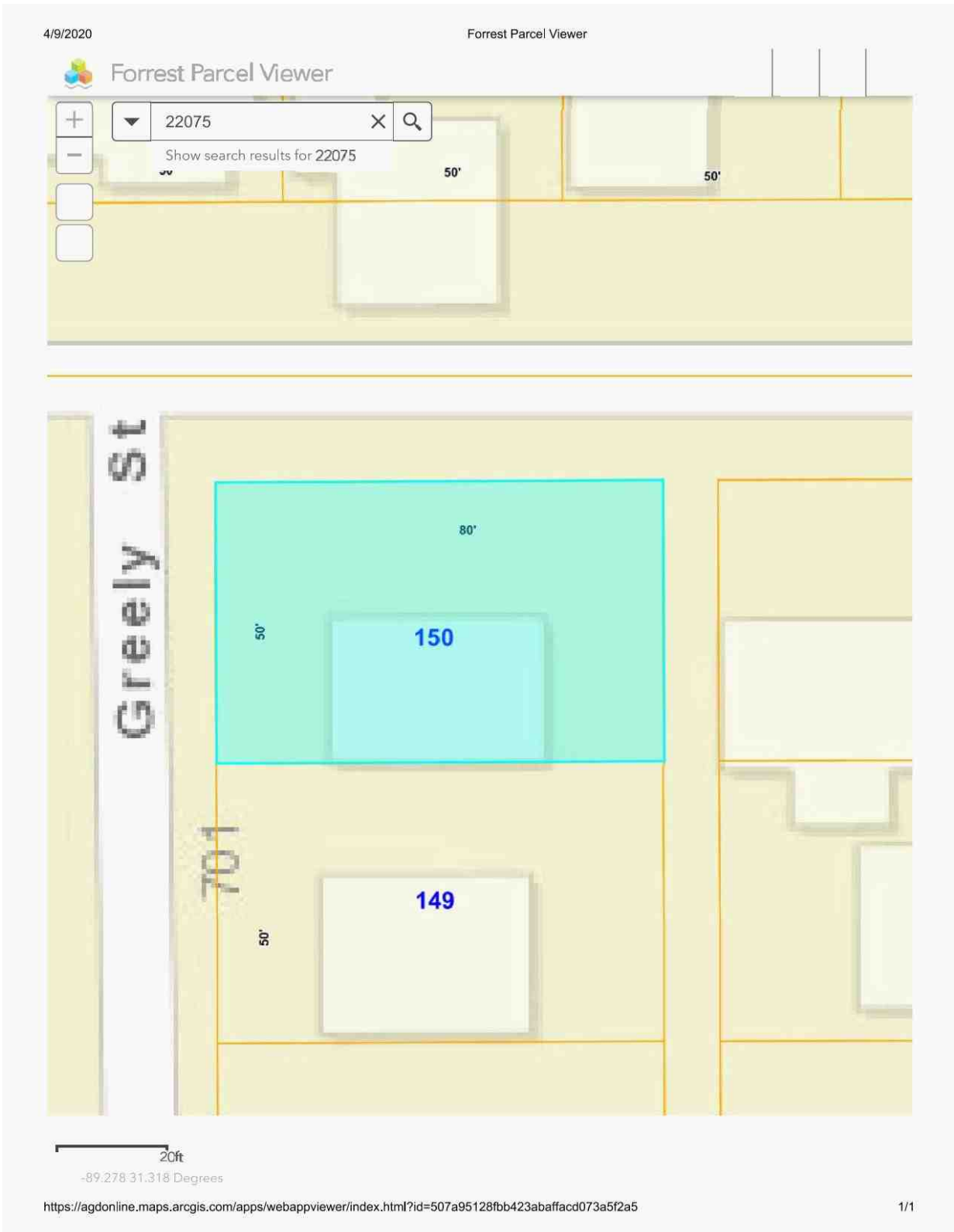


Flood Map

Owner	Josie McKorkle					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Plat Map



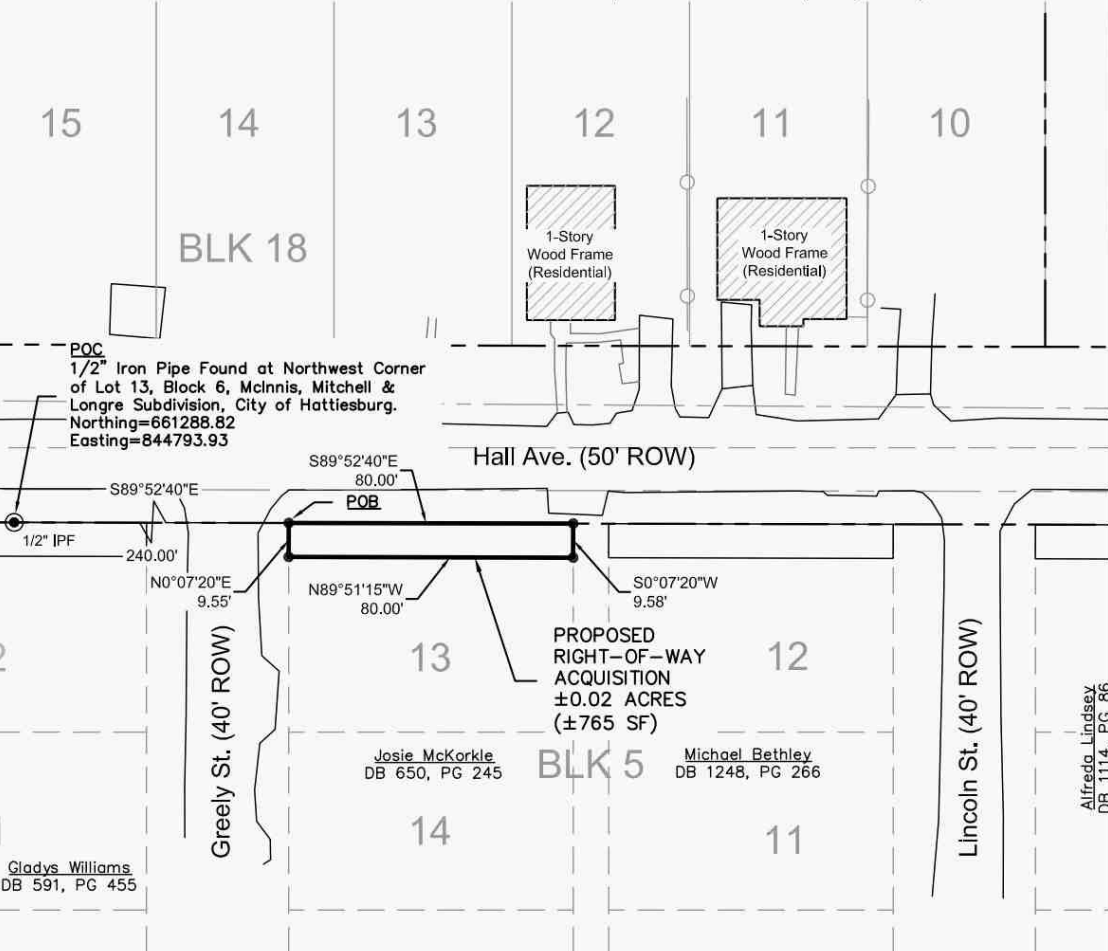
Survey

Josie McKorkle - +/-0.02 Ac.

LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)

A parcel of land being part of Lot 13 of Block 5 of McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows:

Commencing at a found 1/2" iron pipe at the Northwest Corner of Lot 13 of Block 6 of Said McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Mississippi; thence run and along the southern right-of-way boundary of Hall Avenue South 89 degrees 52 minutes 40 seconds East for a distance of 240.00 feet to Northwest Corner of said Lot 13 of Block 5, said point also being the Point of Beginning; thence continue and along said southern right-of-way boundary South 89 degrees 52 minutes 40 seconds East for a distance of 80.00 feet to Northeast Corner of said Lot 13 of Block 5; thence leaving said southern right-of-way boundary and along the eastern boundary of said Lot 13, Block 5, run South 00 degrees 07 minutes 20 seconds West for a distance of 9.58 feet; thence leaving said eastern boundary run, North 89 degrees 51 minutes 15 seconds West for a distance of 80.00 feet to a point on the eastern right-of-way boundary of Greely Street; thence run and along said eastern right-of-way boundary North 00 degrees 07 minutes 20 seconds East for a distance of 9.55 feet back to the POINT OF BEGINNING. Said parcel contains 0.02 acres (765 square feet), more or less.



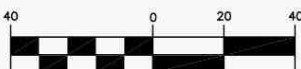
NO TITLE REPORT PROVIDED



LEGEND:

BK BOOK
PG PAGE
CTP FOUND CRIMP-TOP PIPE
MPF FOUND METAL PIPE
IPF FOUND IRON ROD
SET 1/2" IRON REBAR
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
UTILITY POLE
MONUMENT FOUND

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

NOTES:

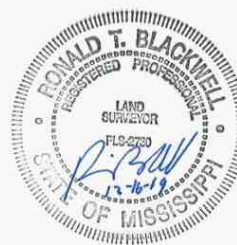
1. Class "B" Survey.
2. No Additional Record Search for Easements was Conducted.
3. Date of Field Survey: Nov. 5, 2019.
4. Orientation is based on GPS observation, Grid North, as referenced to MS State Plane Coordinate System, East Zone.
5. Location of existing subdivision lines based upon monuments from on the interior of McInnis, Mitchell, & Longre Subdivision.

STATE PLANE DATA

State Plane Zone: MS East-2301
Datum: NAD 1983
Combined Factor: 0.99997228
Convergence Angle: -0° 13' 55.65"
Reference Point: Northwest Corner of Lot 13, Block 6

REFERENCE MATERIAL:

1. McInnis, Mitchell, & Longre Subdivision Plat in the City of Hattiesburg
2. Forrest County Tax Maps
3. Quitclaim Deed Bk 1081, PG 685



PRELIMINARY - PINS NOT SET

Clearpoint
CONSULTING ENGINEERS, P.A.

6652 US Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com



PREPARED FOR: **Right-of-Way Survey**
Josie McKorkle
PPIN: 22075

CCE NO: 76242036
SCALE: 1" = 40'
DATE: 11/30/2019
CHECKED: RTB
DRAWN: JCR
SHEET 1 OF 1

Drawing Location: S:\76242036\dwg\PLATS\76242036-PLATS.dwg

Tax Data

4/9/2020

Delta Computer Systems

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Link FORREST COUNTY, MS

Current Date 4/ 9/2020

Tax Year 2019

Records Last Updated 4/ 9/2020

PROPERTY DETAIL

OWNER MCKORKLE JOSIE WILLIAMS **ACRES : **NA****
822 RICHBURG RD **LAND VALUE : 1130**
IMPROVEMENTS : **NA**
HATTIESBURG MS 39402 **TOTAL VALUE: 1130**
ASSESSED : 170

PARCEL 2-037D-14-150.00

ADDRESS 700 GREELY STREET

TAX INFORMATION

YEAR 2019	TAX DUE	PAID	BALANCE
COUNTY	11.06	11.06	0.00
CITY	9.03	9.03	0.00
SCHOOL	10.90	10.90	0.00
TOTAL	30.99	30.99	0.00

LAST PAYMENT DATE 2 / 1 / 2020

MISCELLANEOUS INFORMATION

EXEMPT CODE	LEGAL	LT 13 BLK 5
HOMESTEAD CODE	None	PREV #:H0656-05-013
TAX DISTRICT	1110	4/91 650/245
PPIN	022075	MCINNIS, MITCHELL, & LONGRE
SECTION	14	
TOWNSHIP	04N	
RANGE	13W	

Book **Page**

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES

Year **Sold To** **Redeemed Date/By:**
NO TAX SALES FOUND

[View Appraisal Record](#)

[Back](#)

[Forrest County Home](#) | [Chancery Court](#) | [Instrument Indexing](#) | [Online Property Tax Payments](#) | [Online Personal Property Tax Payments](#) | [Online Mobile Home Tax Payments](#) | [Online Car Tag Payments](#)
[Privacy Policy](#) | [Terms of Use](#) | [Contact Us](#) | [Help](#)

Photograph Addendum

Owner	Josie McKorkle					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



View of Subject



View of Hall Avenue



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, September 8, 2020

Re: Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-037D-14-151.00 (PPIN 022097) for the Hall Avenue Overpass Project: Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$350.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$350.00; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.

File Number: 2020-609

Minute Book #

Summary

Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-037D-14-151.00 (PPIN 022097) for the Hall Avenue Overpass Project: Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$350.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$350.00; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.

Recommendation Statement

I recommend approval of this item.

Please place this on the September 8, 2020 City Council meeting for consideration.

RICHARD & THOMAS

Attorneys at Law

Stephen K. Thomas

132 Westover Drive
Hattiesburg, MS 39402
(601)602-2457 phone
(601)602-2458 fax

Ray J. Richard, of counsel

January 16, 2020

City of Hattiesburg
Attn: Kathleen Hartfield
P.O. Box 1898
Hattiesburg, MS 39403

Re: 1207 Hall Avenue, Hattiesburg, MS 39401

East ½ of Lots 11 and 12 of Block 6, of The McInnis, Mitchell and Longre Subdivision or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

Pursuant to your request, I have examined the land records on file in the office of the Chancery Clerk of Forrest County, Mississippi, relating to the above described real property for a period back of thirty-one years prior to this date, and find sufficient evidence that the above described property was conveyed by Quitclaim Deed to **Gladys Johnson Williams**, dated June 14, 1978, and recorded in Land Deed Book 455 at Page 591, in the office of the Chancery Clerk of Forrest County, Mississippi. Based upon my examination for the aforesaid period and with the presumption that prior conveyances in chain of title are legal and valid, it is my opinion that the said **Gladys Johnson Williams** owns a fee simple, merchantable title to above described real property subject to the following liens, encumbrances and reservations;

RESERVATIONS

1. This opinion does not cover the oil, gas or other minerals lying on or under said property and no opinion is given thereon.
2. As no current survey is present, I do not certify as to the actual occupancy, nor to matters which should be revealed by an accurate survey of subject lands, nor do I certify rights of parties in possession, deficiency in the quantity of lands, boundary line disputes, roadways, unrecorded servitudes or easements, any matters not of proper record which would be disclosed by a true and accurate survey and inspection of the property, and easements or other uses of subject lands not so visible from the surface.
3. Title is subject to any liability or loss due to environmental contamination by past uses of the property as a toxic hazardous waste site, or due to violation of any environmental protection law of any governmental body.
4. Title is subject to instruments of record being properly filed and indexed in the office of the Chancery Clerk where the property is located.

5. This is not a guarantee of title and is not an insurance policy on said property, and this opinion is for the use and benefit of only the party or parties to whom it is addressed and may not be availed of or relied upon by any other person(s) or entity.

ENCUMBRANCES

None of Record

TAXES

Taxes assessed by Forrest County, Mississippi for 2020 are not due and owing but would constitute a lien against said property if not paid by January 31, 2021.

2019 Forrest County ad valorem taxes for Parcel No. 2-037D-14-151.00, PPIN 22097, are **due and payable** in the amount of \$30.99.

2018 taxes sold in the tax sale and can be redeemed in the amount of \$108.24, through January 31, 2020.

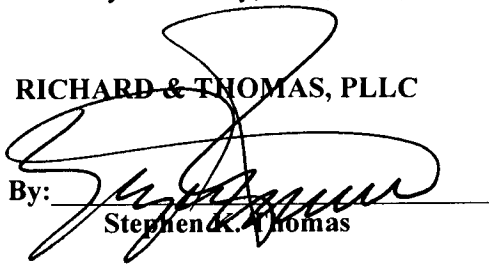
2017 taxes sold in the tax sale and can be redeemed in the amount of \$114.64, through January 31, 2020.

JUDGMENTS

This opinion reflects only those liens or judgments recorded on the Judgment Rolls in the office of the Circuit Clerk of Forrest County, Mississippi. As of this date, no such judgments appear:

This Opinion is certified through this, the 16th day of January, A.D., 2020, at 8:00 a.m.

RICHARD & THOMAS, PLLC

By: 

Stephen K. Thomas

APPRAISAL OF PROPERTY AT

HALL AVENUE

PIN # 022097

HATTIESBURG, MS

LIGHTSEY & ASSOCIATES

P.O. Box 15489
Hattiesburg, MS 39404
(601) 584-6260

April 1, 2020

Mr. Lamar Rutland
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

RE: Appraisal of property at Hall Avenue,
Hattiesburg, MS

Dear Mr. Rutland:

In accordance with the your request, I have made an inspection and investigation of the property located on Hall Avenue, Hattiesburg, Mississippi, for the purpose of forming an opinion of the Market Value, in fee simple, as of March 31, 2020, the effective date of the appraisal being the date the subject property was last inspected. The value opinion is both before and after the taking of a 428 square foot parcel (.01 acre) in conjunction with the Hall Avenue railroad overpass by the City of Hattiesburg and noting damages to the remainder, if any.

Market Value is defined as the most probable price in cash, terms equivalent to cash, or in other precisely revealed terms, for which the property will sell in an open and competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self interest, and assuming that neither is under undue duress.

NEIGHBORHOOD DESCRIPTION

The subject area lies to the southeast of downtown Hattiesburg and is located east of Williams Street and the Canadian National Railway right of way. The general area contains a wide age range of properties that range from commercial/retail uses to single-family dwellings and multi-family dwellings. The subject is in relative close proximity to public schools, shopping and employment centers, and medical facilities. The new Hattiesburg Law Enforcement Complex is under construction on Hall Avenue at the southern end of Bay Street. The majority of properties in the area are in excess of fifty years old.

SITE DESCRIPTION

The subject site is located on the southerly side of Hall Avenue at the southeasterly corner of Hall Avenue and Greeley Street. It has a frontage of 45 feet on Hall Avenue and extends to a depth of 100 feet along its Greeley Street. The site is rectangular in shape and contains approximately 4,500 square feet. The site is at or above street grade, and appears to have adequate utility for use a single unit dwelling site. The property does appear to lie in a designated flood area, though this is subject to certification by a professional engineer or surveyor. All public utilities area connected or available to the site. A survey and plat map are included in the addenda of this report in order to assist the reader in visualizing the property. There were no adverse soil or subsoil conditions observed; however, no soil tests have been made as a part of this report. The property is zoned R-1C, Single Unit Residential, by the zoning authorities of the City of Hattiesburg. The City of Hattiesburg intends to take a 428 square foot rectangularly shaped parcel along Hall Avenue. Following the taking, the subject site will be effectively reduced in size to 4,072 square feet. Access and utility will remain essentially the same as in the before condition.

IMPROVEMENTS DESCRIPTIONS

There are no known improvements on the subject property.

PROPERTY HISTORY

The subject property appears to have been under the present ownership for in excess of five years. The subject property is not known to be listed for sale nor under contract.

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The total taxes for the subject property for 2019 are \$30.99. The total true value (tax value) of the property is \$1,130.00 with an assessed value of \$170.00.

HIGHEST AND BEST USE

In order to estimate the Highest and Best Use of the subject, the surrounding property uses as well as the four tests of Highest and Best Use were considered. These are 1)physically possible, 2)legally permissible, 3)financially feasible, and 4)maximally productive. After considering these factors, the Highest and Best Use of the site as vacant is estimated to be for a single unit house site, in both the before and after conditions.

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Zoning: R-1B, Single Unit Residential
Confirmation: MLS # 107417/Coldwell Banker
Comments: Corner of North 24th and Quinn Street.
Vacant site purchased for future development.

LAND SALE NO. 3

Location: South 21st Avenue , Hattiesburg

Date: 06/30/2015

Price: \$10,000

Size: 15,000 sq ft

Price/SF: \$.67

Zoning: R-1A, Single Unit Residential

Confirmation: MLS # 101179/Realty Executives

Comments: Located just south of Hardy Street. Vacant site purchased for future development.

The above lot sales indicate an unadjusted range in value from \$.60 to \$1.09 per square foot. All are in the subject market segment. The subject area is virtually fully developed and there are very few vacant sites that are available for sale. Research of the market found these sales to be the most recent and relevant to the subject's valuation. Sale 1 was given the most reliance due to time and location. After considering time, size, location, topography, the subject's location in a flood zone, and other pertinent factors, the value opinion of the subject site is \$.80 per square foot. Thus the value of the subject is:

BEFORE VALUE

4,500 sf @ \$.80 = \$3,600.00

AFTER VALUE

4,072 sf @ \$.80 = \$3,257.00

Value Before Taking	\$3,600.00
Value After Taking	\$3,257.00
Damages	\$ -0-
Just Compensation Due Owner	\$ 343.00
Rounded	\$ 350.00

I appreciate the opportunity to prepare this appraisal report for you. Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely

Stan Lightsey

Stan Lightsey
RA-16

ADDENDA

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- the statements contained in this report are true and correct.**
- the reported analyses, opinions, and conclusions are limited only by the reporting assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.**
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved unless otherwise stated.**
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.**
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.**
- My compensation for completing this assignment is not contingent upon the developing or reporting of a predetermined value or a direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.**
- no one provided significant appraisal assistance to the person signing this appraisal unless otherwise noted.**
- unless otherwise noted, the person signing this report has not performed an appraisal or rendered any other service regarding the subject property in the past three years.**
- The Appraisal Institute conducts a voluntary re-certification process for its designated members. I am currently certified under this program.**

Stan Lightsey

**Stan Lightsey
RA-16**

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following limiting conditions:

The legal description furnished is assumed to be correct.

No responsibility is assumed for matters of a legal character nor does the appraiser render any opinion as to title which is assumed to be good. All existing liens and encumbrances have been disregarded unless otherwise noted and the property is appraised as though free and clear and under responsible ownership and competent management.

The appraiser believes to be accurate the information provided by others; but assumes no responsibility for its accuracy.

Possession of this report, or a copy thereof, does not carry with it the right of publication, and neither all nor any part of the contents of this report may be disseminated to the public through media of any type nor may be used for any other purpose other than that specified in the engagement by the client without the previous written consent of the appraiser and client particularly as to the value conclusions, the identity of the appraiser or the firm with which he is employed, or to the SRA designation of The Appraisal Institute.

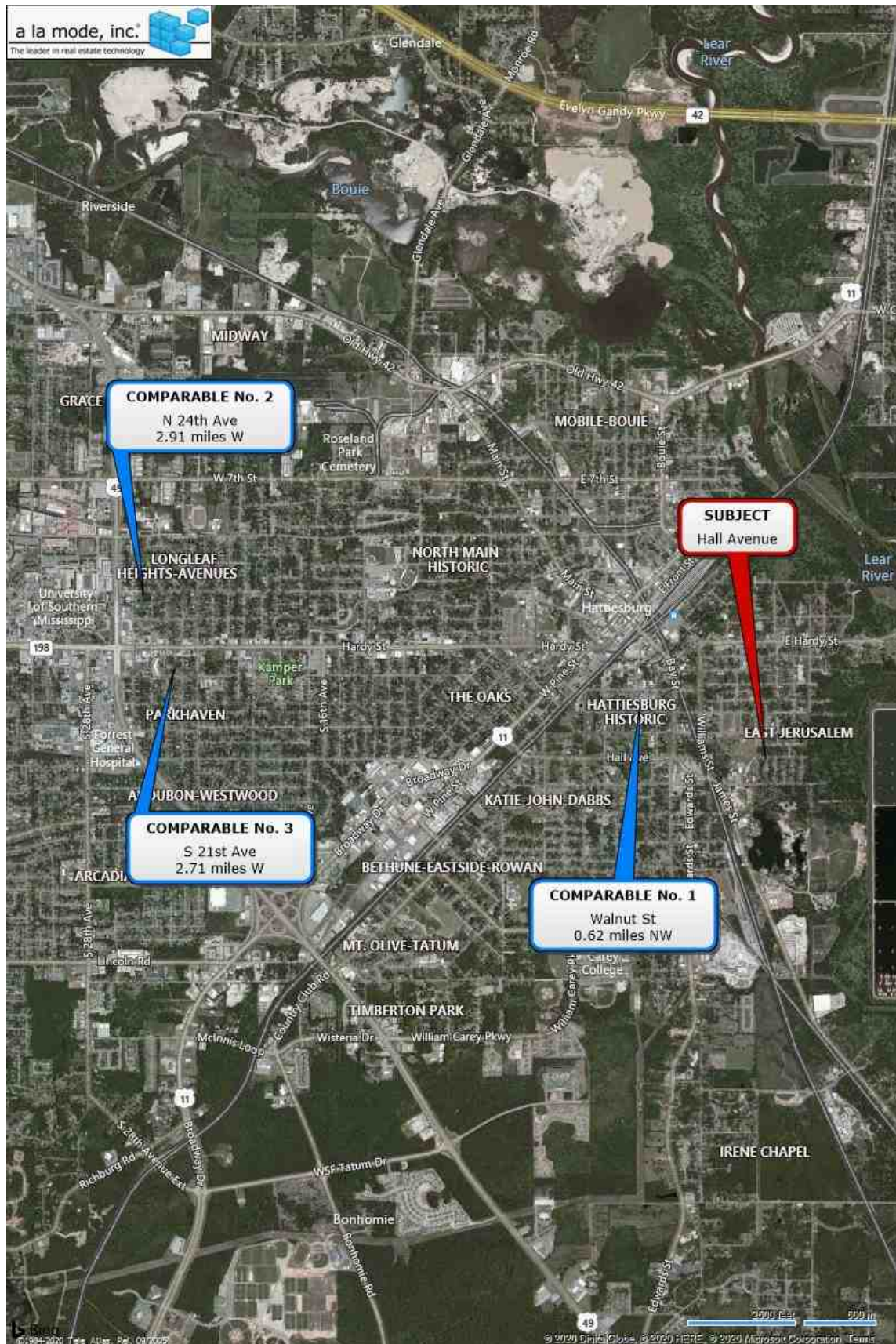
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Unless otherwise stated in this report, the existence of hazardous substances, including but not limited to asbestos, poly-chlorinated biphenyls, petroleum leakage, mold, or agricultural chemicals; which may or may not be present on the property, or other environmental conditions; were not called to the attention of nor did the appraiser become aware of such during the inspection of the property. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser is not an expert in the environmental field and is not qualified to test for such substances or conditions. If the presence of hazardous substances or environmental conditions may affect the value of the property, the value opinion is predicated on the assumption that there is no such condition in or on the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for such conditions; nor for any expertise or knowledge required to discover them. The client is advised to retain an expert in the field of environmental impact on real estate if such conditions are suspected.

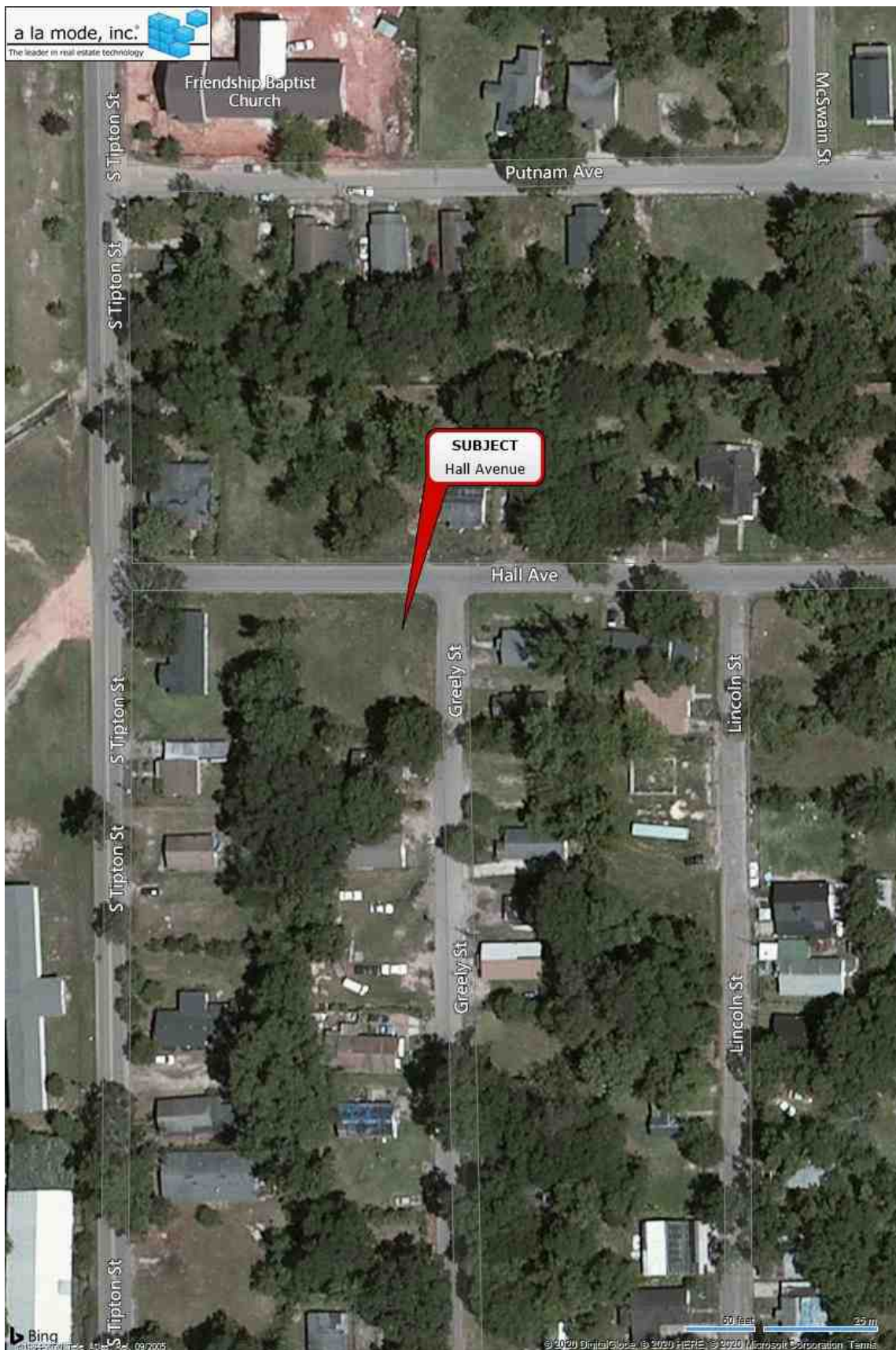
Location Map

Owner	Gladys Williams						
Property Address	Hall Avenue						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Client	City of Hattiesburg						



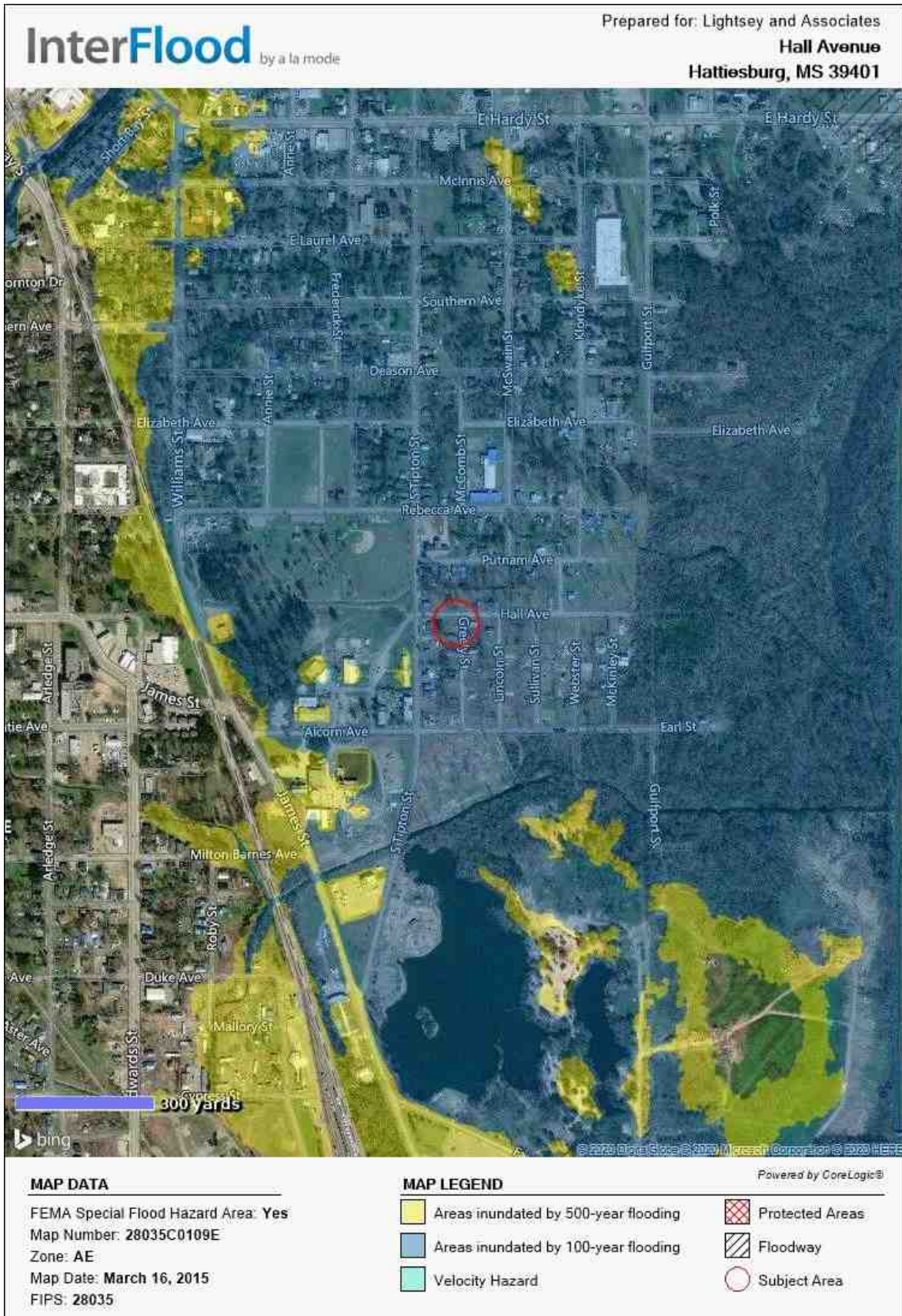
Location Map

Owner	Gladys Williams					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Flood Map

Owner	Gladys Williams					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Plat Map

4/1/2020

Forrest Parcel Viewer

+

-

▼

22097

×

🔍

Show search results for 22097



20ft

-89.27931.318 Degrees

<https://agdonline.maps.arcgis.com/apps/webappviewer/index.html?id=507a95128fbb423abaffacd073a5f2a5>

1/1

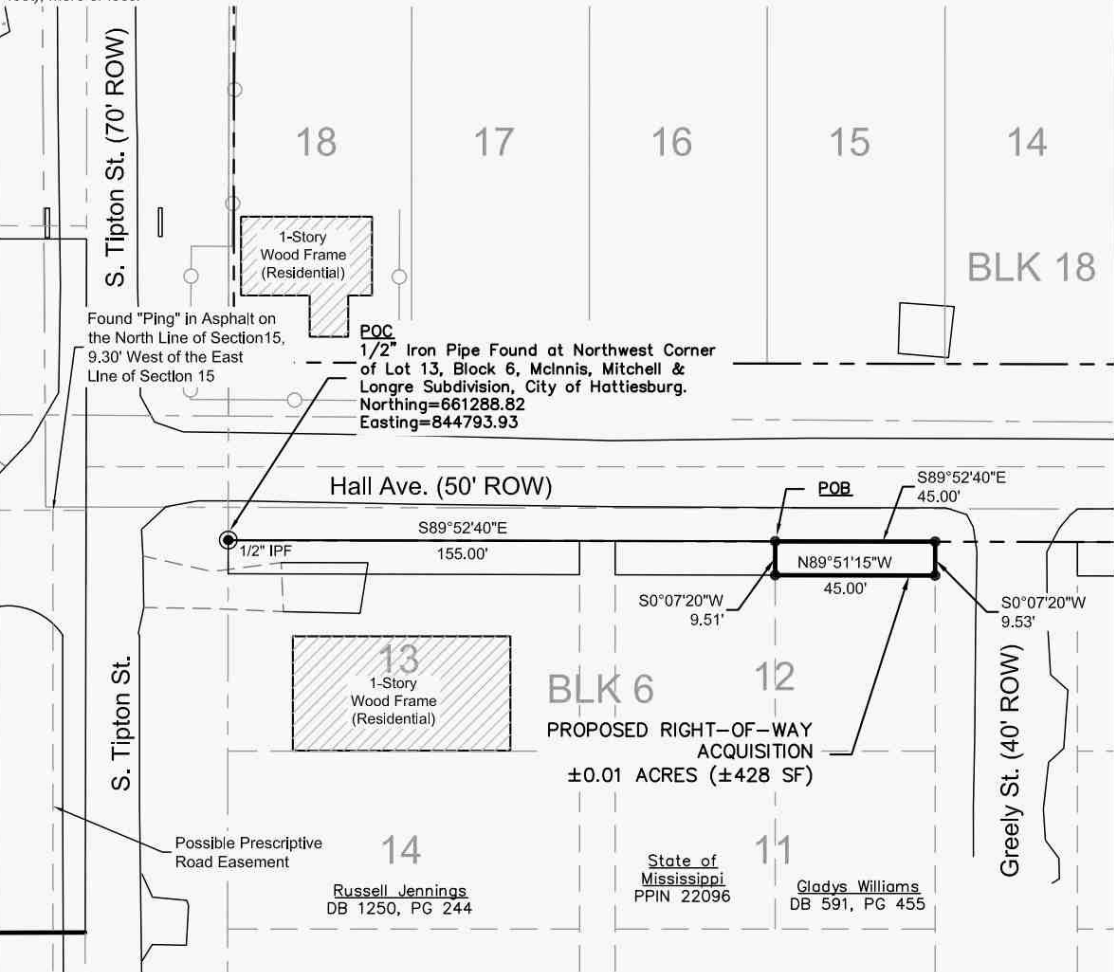
Survey

Gladys Williams - +/-0.01 Ac.

LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)

A parcel of land being part of Lot 12 of Block 6 of McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows:

Commencing at a found 1/2" iron pipe at the Northwest Corner of Lot 13 of Block 6 of Said McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Mississippi; thence run and along the southern right-of-way boundary of Hall Avenue South 89 degrees 52 minutes 40 seconds East for a distance of 155.00 feet, said point also being the Point of Beginning; thence continue and along said southern right-of-way boundary South 89 degrees 52 minutes 40 seconds East for a distance of 45.00 feet to the Northeast Corner of said Lot 12 of Block 6, said point also being a point on the western right-of-way boundary of Greely Street; thence run and along said western right-of-way boundary South 00 degrees 07 minutes 20 seconds West for a distance of 9.53 feet; thence leaving said western right-of-way boundary run, North 89 degrees 51 minutes 15 seconds West for a distance of 45.00 feet; thence run North 00 degrees 07 minutes 20 seconds East for a distance of 9.51 feet back to the POINT OF BEGINNING. Said parcel contains 0.01 acres (428 square feet), more or less.



NO TITLE REPORT PROVIDED

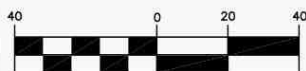


LEGEND:

BK
PG
CTP
MPF
IPF
●
POB
POC
UTL
MON

PROPOSED RIGHT-OF-WAY
BOOK
PAGE
FOUND CRIMP-TOP PIPE
FOUND METAL PIPE
FOUND IRON ROD
SET 1/2" IRON REBAR
POINT OF BEGINNING
POINT OF COMMENCEMENT
UTILITY POLE
MONUMENT FOUND

GRAPHIC SCALE



(IN FEET)

1 inch = 40 ft.

NOTES:

1. Class "B" Survey.
2. No Additional Record Search for Easements was Conducted.
3. Date of Field Survey: Nov. 5, 2019.
4. Orientation is based on GPS observation, Grid North, as referenced to MS State Plane Coordinate System, East Zone.
5. Location of existing subdivision lines based upon monuments from on the interior of McInnis, Mitchell, & Longre Subdivision.

REFERENCE MATERIAL:

1. McInnis, Mitchell, & Longre Subdivision Plat in the City of Hattiesburg
2. Forrest County Tax Maps
3. Quitclaim Deed Bk 1250, PG 244
4. Quitclaim Deed Bk 455, PG 591
5. Tax Deed Bk 641, PG 256

STATE PLANE DATA

State Plane Zone: MS East-2301
Datum: NAD 1983
Combined Factor: 0.99997228
Convergence Angle: -0° 13' 55.65"
Reference Point: Northwest Corner of Lot 13, Block 6



PRELIMINARY - PINS NOT SET

Clearpoint
CONSULTING ENGINEERS, P.A.

6652 US Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com



Right-of-Way Survey

Gladys Williams
PPIN: 22097

CCE NO: 76242036

SCALE: 1" = 40'

DATE: 11/30/2019

CHECKED: RTB

DRAWN: JCR

SHEET 1 OF 1

Drawing Location: S:\76242036\dwg\PLATS\76242036-PLATS.dwg

4/1/2020

Delta Computer Systems

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Link

FORREST COUNTY, MS

Current Date 4/ 1/2020

Tax Year 2019

Records Last Updated 4/ 1/2020

PROPERTY DETAIL

OWNER WILLIAMS GLADYS J ACRES : **NA**
 701 TUSCAN AVE LAND VALUE : 1130
 HATTIESBURG MS 39401 IMPROVEMENTS : **NA**
 TOTAL VALUE : 1130
 ASSESSED : 170

PARCEL 2-037D-14-151.00
 ADDRESS 1207 HALL AVENUE

TAX INFORMATION

YEAR 2019	TAX DUE	PAID	BALANCE
COUNTY	11.06	0.00	11.39
CITY	9.03	0.00	9.30
SCHOOL	10.90	0.00	11.23
TOTAL	30.99	0.00	31.92 3% Penalty

LAST PAYMENT DATE **NA**

TAXES DELINQUENT PRIOR YEAR

MISCELLANEOUS INFORMATION

EXEMPT CODE		LEGAL E 1/2 LTS 11 & 12 BLK 6
HOMESTEAD CODE	None	PREV #:H0656-06-012
TAX DISTRICT	1110	MCINNIS, MITCHELL, & LONGRE
PPIN	022097	
SECTION	14	
TOWNSHIP	04N	
RANGE	13W	

Book Page

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
2018	KALE FARMS	NOT REDEEMED
2017	KALE FARMS	NOT REDEEMED

[View Appraisal Record](#)
[Back](#)

[Forrest County Home](#) |
 [Chancery Court](#) |
 [Instrument Indexing](#) |
 [Online Property Tax Payments](#) |
 [Online Personal Property Tax Payments](#) |
 [Online Mobile Home Tax Payments](#) |
 [Online Car Tag Payments](#)
[Privacy Policy](#) |
[Terms of Use](#) |
[Contact Us](#) |
[Help](#)

Photograph Addendum

Owner	Gladys Williams					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



View of Subject



View of Acquisition Area

Photograph Addendum

Owner	Gladys Williams					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



View of Hall Avenue



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, September 8, 2020

Re: Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-037D-14-126.00 (PPIN 022052) for the Hall Avenue Overpass Project: Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$310.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$310.00; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.

File Number: 2020-610

Minute Book #

Summary

Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-037D-14-126.00 (PPIN 022052) for the Hall Avenue Overpass Project: Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$310.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$310.00; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.

Recommendation Statement

I recommend approval of this item.

Please place this on the September 8, 2020 City Council meeting for consideration.

RICHARD & THOMAS

Attorneys at Law

Stephen K. Thomas

132 Westover Drive
Hattiesburg, MS 39402
(601)602-2457 phone
(601)602-2458 fax

Ray J. Richard, of counsel

January 16, 2020

City of Hattiesburg
Attn: Kathleen Hartfield
P.O. Box 1898
Hattiesburg, MS 39403

Re: 1303 Hall Avenue, Hattiesburg, MS 39401

The East ½ of Lots 11 and 12 of Block 4, of The McInnis, Mitchell and Longre Subdivision or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

Pursuant to your request, I have examined the land records on file in the office of the Chancery Clerk of Forrest County, Mississippi, relating to the above described real property for a period back of thirty-one years prior to this date, and find sufficient evidence that the above described property was conveyed by Warranty Deed to **Roosevelt Shaw and his wife, Beverly Shaw**, dated April 2, 1986, and recorded in Land Deed Book 567 at Page 164, in the office of the Chancery Clerk of Forrest County, Mississippi. Based upon my examination for the aforesaid period and with the presumption that prior conveyances in chain of title are legal and valid, it is my opinion that the said **Roosevelt Shaw and his wife, Beverly Shaw** owns a fee simple, merchantable title to above described real property subject to the following liens, encumbrances and reservations;

RESERVATIONS

1. This opinion does not cover the oil, gas or other minerals lying on or under said property and no opinion is given thereon.
2. As no current survey is present, I do not certify as to the actual occupancy, nor to matters which should be revealed by an accurate survey of subject lands, nor do I certify rights of parties in possession, deficiency in the quantity of lands, boundary line disputes, roadways, unrecorded servitudes or easements, any matters not of proper record which would be disclosed by a true and accurate survey and inspection of the property, and easements or other uses of subject lands not so visible from the surface.
3. Title is subject to any liability or loss due to environmental contamination by past uses of the property as a toxic hazardous waste site, or due to violation of any environmental protection law of any governmental body.
4. Title is subject to instruments of record being properly filed and indexed in the office of the Chancery Clerk where the property is located.

5. This is not a guarantee of title and is not an insurance policy on said property, and this opinion is for the use and benefit of only the party or parties to whom it is addressed and may not be availed of or relied upon by any other person(s) or entity.

ENCUMBRANCES

None of Record

TAXES

Taxes assessed by Forrest County, Mississippi for 2020 are not due and owing but would constitute a lien against said property if not paid by January 31, 2021.

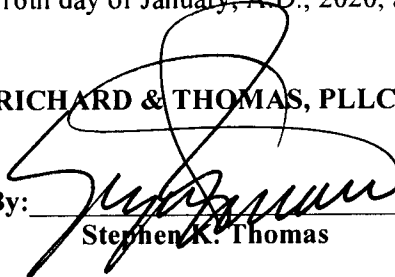
2019 Forrest County ad valorem taxes for Parcel No. 2-037D-14-126.00, PPIN 22052, are **paid** in the amount of \$27.81.

JUDGMENTS

This opinion reflects only those liens or judgments recorded on the Judgment Rolls in the office of the Circuit Clerk of Forrest County, Mississippi. As of this date, no such judgments appear:

This Opinion is certified through this, the 16th day of January, A.D., 2020, at 8:00 a.m.

RICHARD & THOMAS, PLLC

By: 

Stephen K. Thomas

APPRAISAL OF PROPERTY AT

HALL AVENUE

PIN # 022052

HATTIESBURG, MS

LIGHTSEY & ASSOCIATES

P.O. Box 15489
Hattiesburg, MS 39404
(601) 584-6260

April 9, 2020

Mr. Lamar Rutland
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

RE: Appraisal of property at Hall Avenue,
Hattiesburg, MS

Dear Mr. Rutland:

In accordance with the your request, I have made an inspection and investigation of the property located on Hall Avenue, Hattiesburg, Mississippi, for the purpose of forming an opinion of the Market Value, in fee simple, as of April 8, 2020, the effective date of the appraisal being the date the subject property was last inspected. The value opinion is both before and after the taking of a 386 square foot parcel (.01 acre) in conjunction with the Hall Avenue railroad overpass by the City of Hattiesburg and noting damages to the remainder, if any.

Market Value is defined as the most probable price in cash, terms equivalent to cash, or in other precisely revealed terms, for which the property will sell in an open and competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self interest, and assuming that neither is under undue duress.

NEIGHBORHOOD DESCRIPTION

The subject area lies to the southeast of downtown Hattiesburg and is located east of Williams Street and the Canadian National Railway right of way. The general area contains a wide age range of properties that range from commercial/retail uses to single-family dwellings and multi-family dwellings. The subject is in relative close proximity to public schools, shopping and employment centers, and medical facilities. The new Hattiesburg Law Enforcement Complex is under construction on Hall Avenue at the southern end of Bay Street. The majority of properties in the area are in excess of fifty years old.

SITE DESCRIPTION

The subject site is located on the southerly side of Hall Avenue between Lincoln and Sullivan Streets. It has a frontage of 40 feet on Hall Avenue and extends to a uniform depth of 100 feet. The site is rectangular in shape and contains approximately 4,000 square feet. The site is at or above street grade, and appears to have adequate utility for use a single unit dwelling site. The property does appear to lie in a designated flood area, though this is subject to certification by a professional engineer or surveyor. All public utilities area connected or available to the site. A survey and plat map are included in the addenda of this report in order to assist the reader in visualizing the property. There were no adverse soil or subsoil conditions observed; however, no soil tests have been made as a part of this report. The property is zoned R-1C, Single Unit Residential, by the zoning authorities of the City of Hattiesburg. The City of Hattiesburg intends to take a 386 square foot rectangularly shaped parcel along Hall Avenue. Following the taking, the subject site will be effectively reduced in size to 3,614 square feet. Access and utility will remain essentially the same as in the before condition.

IMPROVEMENTS DESCRIPTIONS

There are no known improvements on the subject property.

PROPERTY HISTORY

The subject property appears to have been under the present ownership for in excess of five years. The subject property is not known to be listed for sale nor under contract.

TAXES

The total taxes for the subject property for 2019 are \$27.71. The total true value (tax value) of the property is \$1,010.00 with an assessed value of \$152.00.

HIGHEST AND BEST USE

In order to estimate the Highest and Best Use of the subject, the surrounding property uses as well as the four tests of Highest and Best Use were considered. These are 1)physically possible, 2)legally permissible, 3)financially feasible, and 4)maximally productive. After considering these factors, the Highest and Best Use of the site as vacant is estimated to be for a single unit house site, in both the before and after conditions.

INTENDED USE AND SCOPE OF THE APPRAISAL

This appraisal is intended to assist the client, Mr. Lamar Rutland of the City of Hattiesburg, in forming an opinion of value of the subject property both before and after the taking of a 386 square foot parcel by the City for road widening. In preparing this appraisal, the appraiser inspected the subject site; gathered information on comparable land sales and listings, confirmed and analyzed the data and applied the Sales Comparison Approach to value. As only the land was considered in this appraisal, this was the only approach deemed applicable to the subject's valuation.

APPRAISAL PROCESS

In good appraisal practice, three approaches to value are normally used to arrive at a value conclusion for a given property. These approaches are the Sales Comparison Approach, the Cost Approach, and the Income Approach. The Sales Comparison Approach is based on deriving a value indication by comparing properties that have been sold recently to the subject property and adjusting the sales price of the comparables for any basic differences. The Income Approach considers the present value of the future benefits of income and ownership. To estimate the income potential of the subject, comparable rents are obtained and reconciled to the subject, then a deduction is made for anticipated expenses. The resulting net income is then capitalized into value using a rate supported by market data. The Cost Approach provides a value indicator based on the cost to reproduce the improvements less any observed depreciation. The value estimate of the land developed through the Sales Comparison Approach is then added to the depreciated value estimate of the Improvements. As noted above, the appraiser has utilized the Sales Comparison Approach only as the land only is considered in this appraisal report.

LAND SALES

The following vacant land sales were utilized to arrive at opinion of value for the subject site.

LAND SALE NO. 1

Location: Walnut Street, Hattiesburg
Date: 04/07/2016
Price: \$20,000
Size: 18,270 sq ft
Price/SF: \$1.09
Zoning: R-1A, Single Unit Residential
Confirmation: MLS # 103560/Re/Max Real Estate
Comments: Located just south of Southern Avenue on Walnut Street.
Generally level vacant site.

LAND SALE NO. 2

Location: North 24th Avenue., Hattiesburg
Date: 04/07/2017
Price: \$22,000
Size: 36,940 sq ft
Price/SF: \$.60
Zoning: R-1B, Single Unit Residential
Confirmation: MLS # 107417/Coldwell Banker
Comments: Corner of North 24th and Quinn Street.
Vacant site purchased for future development.

LAND SALE NO. 3

Location: South 21st Avenue , Hattiesburg

Date: 06/30/2015

Price: \$10,000

Size: 15,000 sq ft

Price/SF: \$.67

Zoning: R-1A, Single Unit Residential

Confirmation: MLS # 101179/Realty Executives

Comments: Located just south of Hardy Street. Vacant site purchased for future development.

The above lot sales indicate an unadjusted range in value from \$.60 to \$1.09 per square foot. All are in the subject market segment. The subject area is virtually fully developed and there are very few vacant sites that are available for sale. Research of the market found these sales to be the most recent and relevant to the subject's valuation. Sale 1 was given the most reliance due to time and location. After considering time, size, location, topography, the subject's location in a flood zone, and other pertinent factors, the value opinion of the subject site is \$.80 per square foot. Thus the value of the subject is:

BEFORE VALUE

4,000 sf @ \$.80 = \$3,200.00

AFTER VALUE

3,614 sf @ \$.80 = \$2,360.00

Value Before Taking	\$3,200.00
Value After Taking	\$2,891.00
Damages	\$ -0-
Just Compensation Due Owner	\$ 309.00
Rounded	\$ 310.00

I appreciate the opportunity to prepare this appraisal report for you. Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely

Stan Lightsey

Stan Lightsey
RA-16

ADDENDA

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I certify that, to the best of my knowledge and belief:

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Stan Lightsey

**Stan Lightsey
RA-16**

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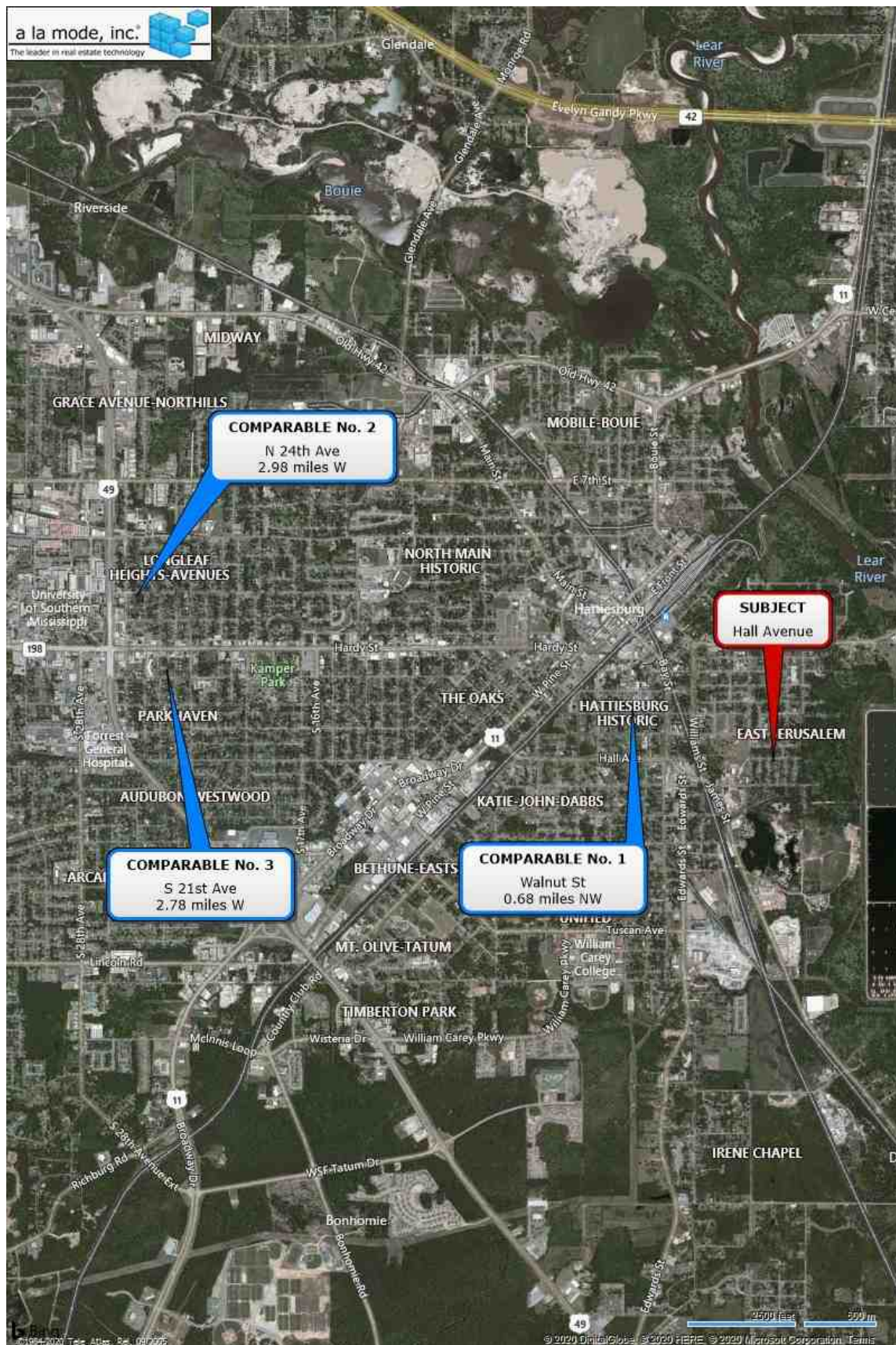
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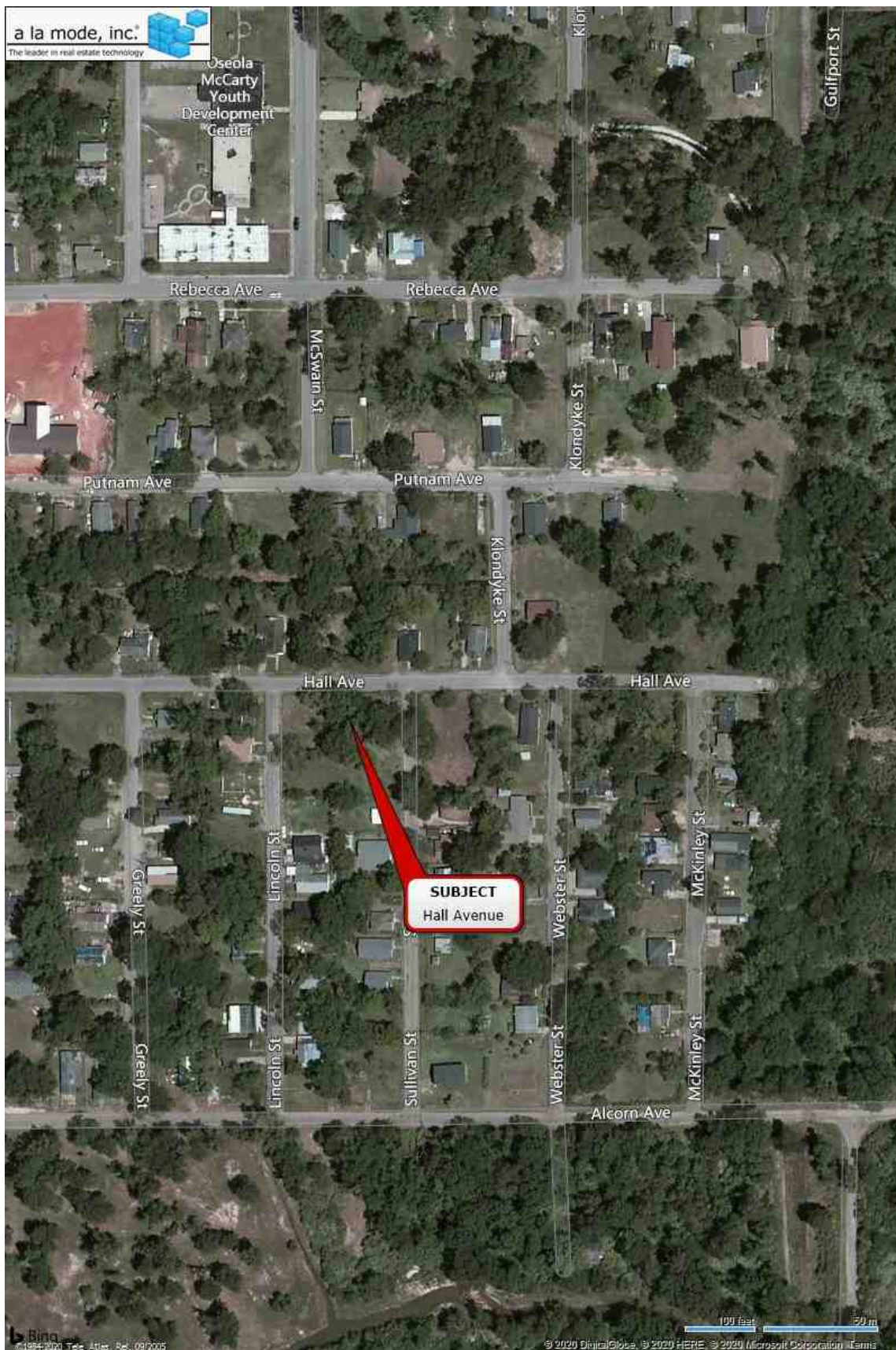
Location Map

Owner	Roosevelt and Beverly Shaw						
Property Address	Hall Avenue						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Client	City of Hattiesburg						



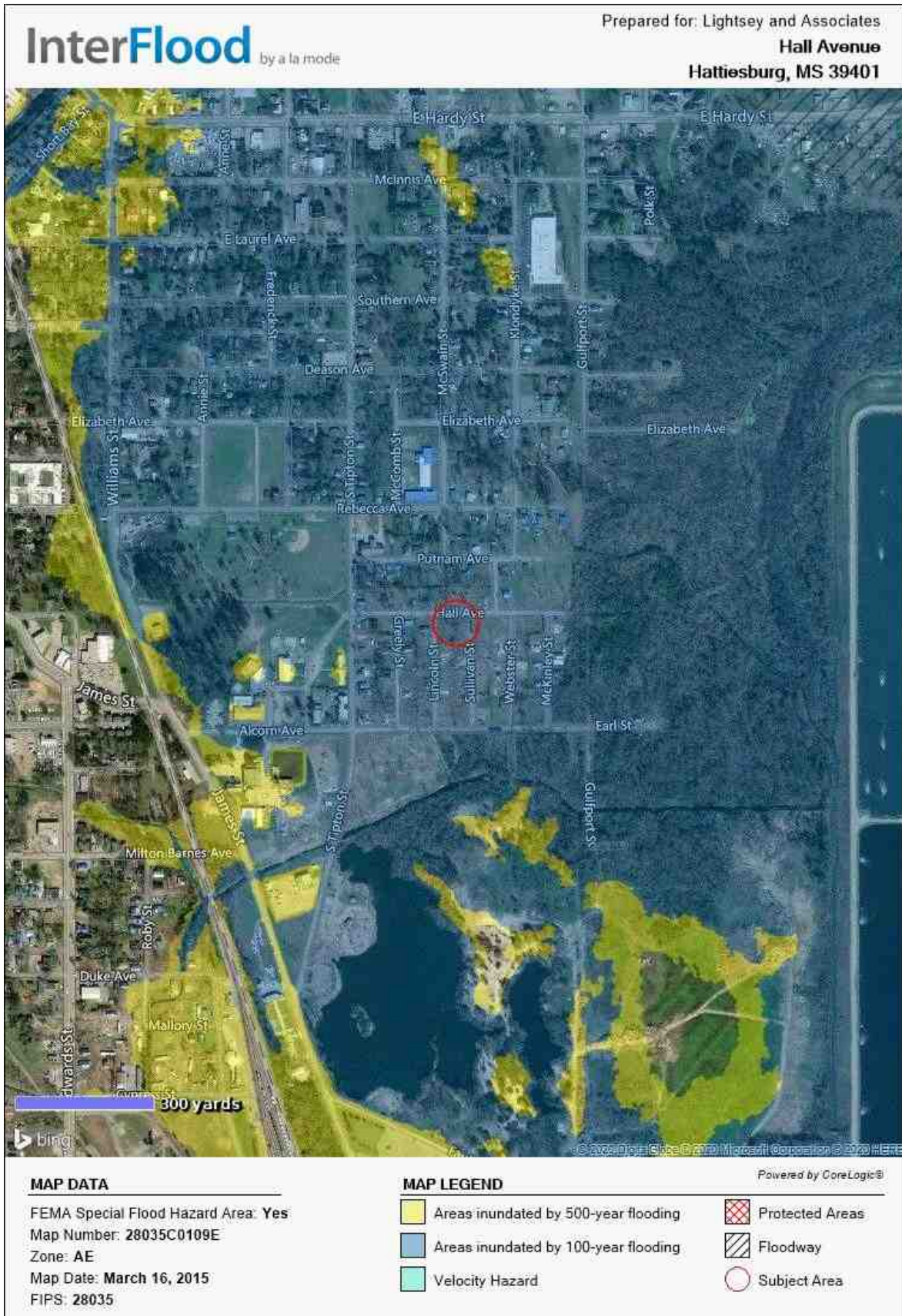
Location Map

Owner	Roosevelt and Beverly Shaw					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Flood Map

Owner	Roosevelt and Beverly Shaw					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Plat Map



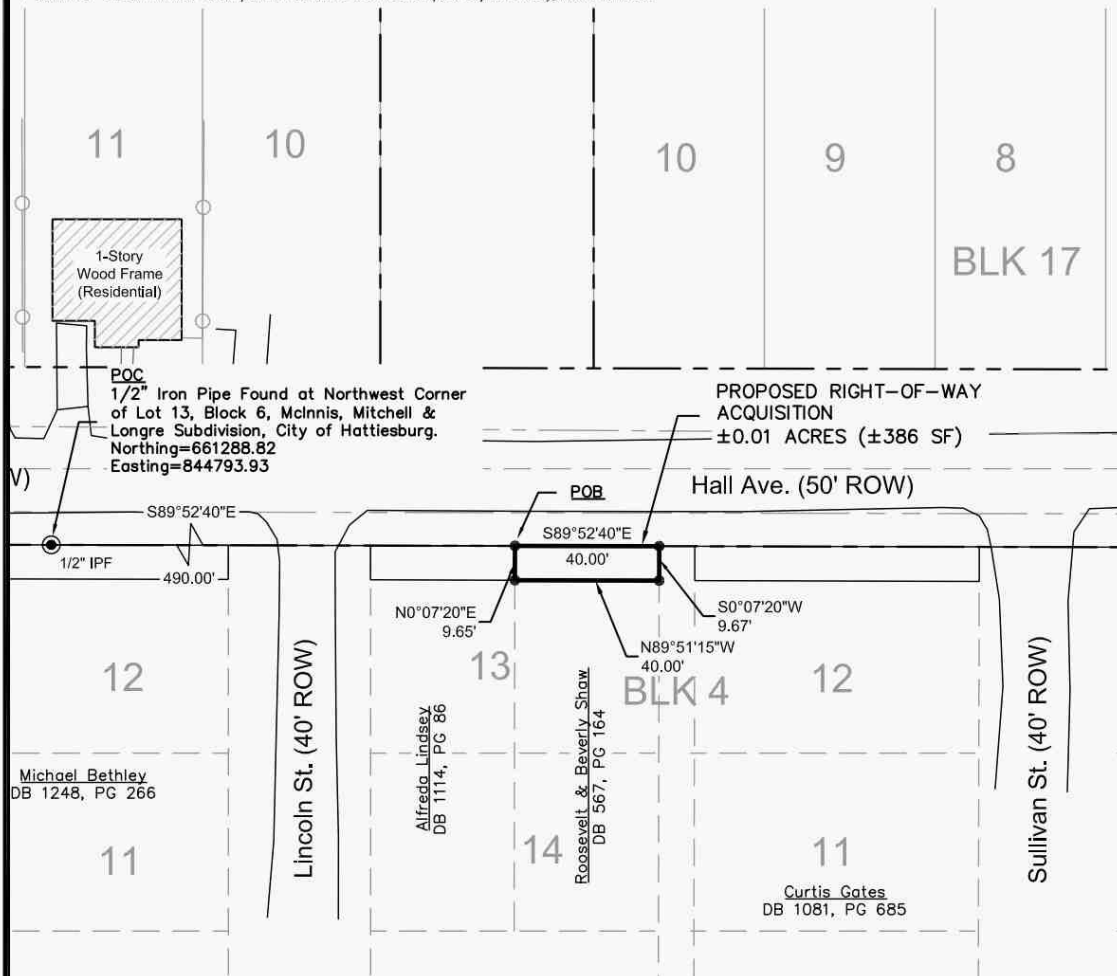
Survey

Roosevelt Shaw - +/-0.01 Ac.

LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)

A parcel of land being part of Lot 13 of Block 4 of McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows:

Commencing at a found 1/2" iron pipe at the Northwest Corner of Lot 13 of Block 6 of Said McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Mississippi; thence run and along the southern right-of-way boundary of Hall Avenue South 89 degrees 52 minutes 40 seconds East for a distance of 490.00 feet, said point also being the Point of Beginning; thence continue and along said southern right-of-way boundary South 89 degrees 52 minutes 40 seconds East for a distance of 40.00 feet to the northeast corner of said Lot 13, Block 4; thence run and along the eastern boundary of said Lot 13, Block 4, South 00 degrees 07 minutes 20 seconds West for a distance of 9.67 feet; thence leaving said eastern boundary run North 89 degrees 51 minutes 15 seconds West for a distance of 40.00 feet; thence run North 00 degrees 07 minutes 20 seconds East for a distance of 9.65 feet back to the POINT OF BEGINNING. Said parcel contains 0.01 acres (386 square feet), more or less.



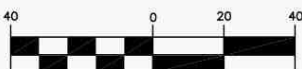
NO TITLE REPORT PROVIDED



LEGEND:

BK BOOK
PG PAGE
CTP FOUND CRIMP-TOP PIPE
MPF FOUND METAL PIPE
IPF FOUND IRON ROD
SET 1/2" IRON REBAR
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
UTILITY POLE
MONUMENT FOUND

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

NOTES:

- Class "B" Survey.
- No Additional Record Search for Easements was Conducted.
- Date of Field Survey: Nov. 5, 2019.
- Orientation is based on GPS observation, Grid North, as referenced to MS State Plane Coordinate System, East Zone
- Location of existing subdivision lines based upon monuments from on the interior of McInnis, Mitchell, & Longre Subdivision.

STATE PLANE DATA

State Plane Zone: MS East-2301
Datum: NAD 1983
Combined Factor: 0.99997228
Convergence Angle: -0° 13' 55.65"
Reference Point: Northwest Corner of Lot 13, Block 6

REFERENCE MATERIAL:

- McInnis, Mitchell, & Longre Subdivision Plat in the City of Hattiesburg
- Forrest County Tax Maps
- Tax Deed Bk 1114, PG 86
- Warranty Deed Bk 567, PG 164



PRELIMINARY - PINS NOT SET

Clearpoint
CONSULTING ENGINEERS, P.A.

6652 US Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com



Right-of-Way Survey

Roosevelt and Beverly Shaw
PPIN: 22052

CCE NO: 76242036

SCALE: 1" = 40'
DATE: 11/30/2019
CHECKED: RTB
DRAWN: JCR
SHEET 1 OF 1

Drawing Location: S:\76242036\dwg\PLATS\76242036-PLATS.dwg

Tax Data

4/9/2020

Delta Computer Systems

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Link FORREST COUNTY, MS

Current Date 4/ 9/2020

Tax Year 2019
Records Last Updated 4/ 9/2020

PROPERTY DETAIL

OWNER SHAW ROOSEVELT & BEVERLY
814 MARTIN LUTHER KING

HATTIESBURG MS 39401

ACRES : **NA**
LAND VALUE : 1010
IMPROVEMENTS : **NA**
TOTAL VALUE: 1010
ASSESSED : 152

PARCEL 2-037D-14-126.00
ADDRESS 1303 HALL AVENUE

TAX INFORMATION

YEAR 2019	TAX DUE	PAID	BALANCE
COUNTY	9.89	9.89	0.00
CITY	8.08	8.08	0.00
SCHOOL	9.74	9.74	0.00
TOTAL	27.71	27.71	0.00

LAST PAYMENT DATE 1 / 7 / 2020

MISCELLANEOUS INFORMATION

EXEMPT CODE		LEGAL	E 1/2 LTS 13 & 14 BLK 4 DB567
HOMESTEAD CODE	None		P164 4/86
TAX DISTRICT	1110		PREV #:H0656-04-013
PPIN	022052		MCINNIS, MITCHELL, & LONGRE
SECTION	14		
TOWNSHIP	04N		
RANGE	13W		

Book **Page**

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
2015	CASA PORCA LLC	6/ 1/2017 SHAW ROOSEVELT & BEVERLY
2011	STATE OF MISSISSIPPI	5/20/2013 SHAW ROOSEVELT & BEVERLY
2010	STATE OF MISSISSIPPI	8/30/2012 SHAW BEVERLY

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Photograph Addendum

Owner	Roosevelt and Beverly Shaw					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



View of Subject



View of Hall Avenue



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, September 8, 2020

Re: Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-037D-14-085.00 (PPIN 022031) for the Hall Avenue Overpass Project: Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$315.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$315.00; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.

File Number: 2020-611

Minute Book #

Summary

Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-037D-14-085.00 (PPIN 022031) for the Hall Avenue Overpass Project: Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$315.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$315.00; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.

Recommendation Statement

I recommend approval of this item.

Please place this on the September 8, 2020 City Council meeting for consideration.

RICHARD & THOMAS

Attorneys at Law

Stephen K. Thomas

132 Westover Drive
Hattiesburg, MS 39402
(601)602-2457 phone
(601)602-2458 fax

Ray J. Richard, of counsel

January 16, 2020

City of Hattiesburg
Attn: Kathleen Hartfield
P.O. Box 1898
Hattiesburg, MS 39403

Re: 1315 Hall Avenue, Hattiesburg, MS 39401

The West ½ of Lots 11 and 12 of Block 3, of The McInnis, Mitchell and Longre Subdivision or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

Pursuant to your request, I have examined the land records on file in the office of the Chancery Clerk of Forrest County, Mississippi, relating to the above described real property for a period back of thirty-one years prior to this date, and find sufficient evidence that the above described property was conveyed by Warranty Deed to **William Lynett Greely**, dated November 8, 1981, and recorded in Land Deed Book 502 at Page 262, in the office of the Chancery Clerk of Forrest County, Mississippi. Based upon my examination for the aforesaid period and with the presumption that prior conveyances in chain of title are legal and valid, it is my opinion that the said **William Lynett Greely** owns a fee simple, merchantable title to above described real property subject to the following liens, encumbrances and reservations;

RESERVATIONS

1. This opinion does not cover the oil, gas or other minerals lying on or under said property and no opinion is given thereon.
2. As no current survey is present, I do not certify as to the actual occupancy, nor to matters which should be revealed by an accurate survey of subject lands, nor do I certify rights of parties in possession, deficiency in the quantity of lands, boundary line disputes, roadways, unrecorded servitudes or easements, any matters not of proper record which would be disclosed by a true and accurate survey and inspection of the property, and easements or other uses of subject lands not so visible from the surface.
3. Title is subject to any liability or loss due to environmental contamination by past uses of the property as a toxic hazardous waste site, or due to violation of any environmental protection law of any governmental body.
4. Title is subject to instruments of record being properly filed and indexed in the office of the Chancery Clerk where the property is located.

5. This is not a guarantee of title and is not an insurance policy on said property, and this opinion is for the use and benefit of only the party or parties to whom it is addressed and may not be availed of or relied upon by any other person(s) or entity.

6. Title is subject to Resolution of Condemnation of Unsafe and Dilapidated Property issued by the City of Hattiesburg.

ENCUMBRANCES

None of Record

TAXES

Taxes assessed by Forrest County, Mississippi for 2020 are not due and owing but would constitute a lien against said property if not paid by January 31, 2021.

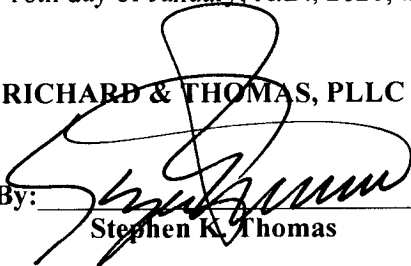
2019 Forrest County ad valorem taxes for Parcel No. 2-037D-14-085.00, PPIN 22031, are **due and payable** in the amount of \$27.71.

JUDGMENTS

This opinion reflects only those liens or judgments recorded on the Judgment Rolls in the office of the Circuit Clerk of Forrest County, Mississippi. As of this date, no such judgments appear:

This Opinion is certified through this, the 16th day of January, A.D., 2020, at 8:00 a.m.

RICHARD & THOMAS, PLLC

By: 

Stephen K. Thomas

APPRAISAL OF PROPERTY AT

HALL AVENUE

PIN # 022031

HATTIESBURG, MS

LIGHTSEY & ASSOCIATES

P.O. Box 15489
Hattiesburg, MS 39404
(601) 584-6260

April 23, 2020

Mr. Lamar Rutland
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

RE: Appraisal of property at Hall Avenue,
Hattiesburg, MS

Dear Mr. Rutland:

In accordance with the your request, I have made an inspection and investigation of the property located on Hall Avenue, Hattiesburg, Mississippi, for the purpose of forming an opinion of the Market Value, in fee simple, as of April 22, 2020, the effective date of the appraisal being the date the subject property was last inspected. The value opinion is both before and after the taking of a 391 square foot parcel (.01 acre) in conjunction with the Hall Avenue railroad overpass by the City of Hattiesburg and noting damages to the remainder, if any.

Market Value is defined as the most probable price in cash, terms equivalent to cash, or in other precisely revealed terms, for which the property will sell in an open and competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self interest, and assuming that neither is under undue duress.

NEIGHBORHOOD DESCRIPTION

The subject area lies to the southeast of downtown Hattiesburg and is located east of Williams Street and the Canadian National Railway right of way. The general area contains a wide age range of properties that range from commercial/retail uses to single-family dwellings and multi-family dwellings. The subject is in relative close proximity to public schools, shopping and employment centers, and medical facilities. The new Hattiesburg Law Enforcement Complex is under construction on Hall Avenue at the southern end of Bay Street. The majority of properties in the area are in excess of fifty years old.

SITE DESCRIPTION

The subject site is located on the southerly side of Hall Avenue between Sullivan Street and Webster Street. It has a frontage of 40 feet on Hall Avenue and extends to a uniform depth of 100 feet. The site is rectangular in shape and contains approximately 4,000 square feet. The site is at or above street grade, and appears to have adequate utility for use a single unit dwelling site. The property does appear to lie in a designated flood area, though this is subject to certification by a professional engineer or surveyor. All public utilities area connected or available to the site. A survey and plat map are included in the addenda of this report in order to assist the reader in visualizing the property. There were no adverse soil or subsoil conditions observed; however, no soil tests have been made as a part of this report. The property is zoned R-1C, Single Unit Residential, by the zoning authorities of the City of Hattiesburg. The City of Hattiesburg intends to take a 391 square foot rectangularly shaped parcel along Hall Avenue. Following the taking, the subject site will be effectively reduced in size to 3,609 square feet. Access and utility will remain essentially the same as in the before condition.

IMPROVEMENTS DESCRIPTIONS

There are no known improvements on the subject property.

PROPERTY HISTORY

The subject property appears to have been under the present ownership for in excess of five years. The subject property is not known to be listed for sale nor under contract.

TAXES

The total taxes for the subject property for 2019 are \$27.71. The total true value (tax value) of the property is \$1,010.00 with an assessed value of \$152.00.

HIGHEST AND BEST USE

In order to estimate the Highest and Best Use of the subject, the surrounding property uses as well as the four tests of Highest and Best Use were considered. These are 1)physically possible, 2)legally permissible, 3)financially feasible, and 4)maximally productive. After considering these factors, the Highest and Best Use of the site as vacant is estimated to be for a single unit house site, in both the before and after conditions.

INTENDED USE AND SCOPE OF THE APPRAISAL

This appraisal is intended to assist the client, Mr. Lamar Rutland of the City of Hattiesburg, in forming an opinion of value of the subject property both before and after the taking of a 391 square foot parcel by the City for road widening. In preparing this appraisal, the appraiser inspected the subject site; gathered information on comparable land sales and listings, confirmed and analyzed the data and applied the Sales Comparison Approach to value. As only the land was considered in this appraisal, this was the only approach deemed applicable to the subject's valuation.

APPRAISAL PROCESS

In good appraisal practice, three approaches to value are normally used to arrive at a value conclusion for a given property. These approaches are the Sales Comparison Approach, the Cost Approach, and the Income Approach. The Sales Comparison Approach is based on deriving a value indication by comparing properties that have been sold recently to the subject property and adjusting the sales price of the comparables for any basic differences. The Income Approach considers the present value of the future benefits of income and ownership. To estimate the income potential of the subject, comparable rents are obtained and reconciled to the subject, then a deduction is made for anticipated expenses. The resulting net income is then capitalized into value using a rate supported by market data. The Cost Approach provides a value indicator based on the cost to reproduce the improvements less any observed depreciation. The value estimate of the land developed through the Sales Comparison Approach is then added to the depreciated value estimate of the Improvements. As noted above, the appraiser has utilized the Sales Comparison Approach only as the land only is considered in this appraisal report.

LAND SALES

The following vacant land sales were utilized to arrive at opinion of value for the subject site.

LAND SALE NO. 1

Location: Walnut Street, Hattiesburg
Date: 04/07/2016
Price: \$20,000
Size: 18,270 sq ft
Price/SF: \$1.09
Zoning: R-1A, Single Unit Residential
Confirmation: MLS # 103560/Re/Max Real Estate
Comments: Located just south of Southern Avenue on Walnut Street.
Generally level vacant site.

LAND SALE NO. 2

Location: North 24th Avenue., Hattiesburg
Date: 04/07/2017
Price: \$22,000
Size: 36,940 sq ft
Price/SF: \$.60
Zoning: R-1B, Single Unit Residential
Confirmation: MLS # 107417/Coldwell Banker
Comments: Corner of North 24th and Quinn Street.
Vacant site purchased for future development.

LAND SALE NO. 3

Location: South 21st Avenue , Hattiesburg

Date: 06/30/2015

Price: \$10,000

Size: 15,000 sq ft

Price/SF: \$.67

Zoning: R-1A, Single Unit Residential

Confirmation: MLS # 101179/Realty Executives

Comments: Located just south of Hardy Street. Vacant site purchased for future development.

The above lot sales indicate an unadjusted range in value from \$.60 to \$1.09 per square foot. All are in the subject market segment. The subject area is virtually fully developed and there are very few vacant sites that are available for sale. Research of the market found these sales to be the most recent and relevant to the subject's valuation. Sale 1 was given the most reliance due to time and location. After considering time, size, location, topography, the subject's location in a flood zone, and other pertinent factors, the value opinion of the subject site is \$.80 per square foot. Thus the value of the subject is:

BEFORE VALUE

4,000 sf @ \$.80 = \$3,200.00

AFTER VALUE

3,609 sf @ \$.80 = \$2,887.00

Value Before Taking	\$3,200.00
Value After Taking	\$2,887.00
Damages	\$ -0-
Just Compensation Due Owner	\$ 313.00
Rounded	\$ 315.00

I appreciate the opportunity to prepare this appraisal report for you. Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely

Stan Lightsey

Stan Lightsey
RA-16

ADDENDA

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- the statements contained in this report are true and correct.**
- the reported analyses, opinions, and conclusions are limited only by the reporting assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.**
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved unless otherwise stated.**
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.**
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.**
- My compensation for completing this assignment is not contingent upon the developing or reporting of a predetermined value or a direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.**
- no one provided significant appraisal assistance to the person signing this appraisal unless otherwise noted.**
- unless otherwise noted, the person signing this report has not performed an appraisal or rendered any other service regarding the subject property in the past three years.**
- The Appraisal Institute conducts a voluntary re-certification process for its designated members. I am currently certified under this program.**

Stan Lightsey

**Stan Lightsey
RA-16**

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following limiting conditions:

The legal description furnished is assumed to be correct.

No responsibility is assumed for matters of a legal character nor does the appraiser render any opinion as to title which is assumed to be good. All existing liens and encumbrances have been disregarded unless otherwise noted and the property is appraised as though free and clear and under responsible ownership and competent management.

The appraiser believes to be accurate the information provided by others; but assumes no responsibility for its accuracy.

Possession of this report, or a copy thereof, does not carry with it the right of publication, and neither all nor any part of the contents of this report may be disseminated to the public through media of any type nor may be used for any other purpose other than that specified in the engagement by the client without the previous written consent of the appraiser and client particularly as to the value conclusions, the identity of the appraiser or the firm with which he is employed, or to the SRA designation of The Appraisal Institute.

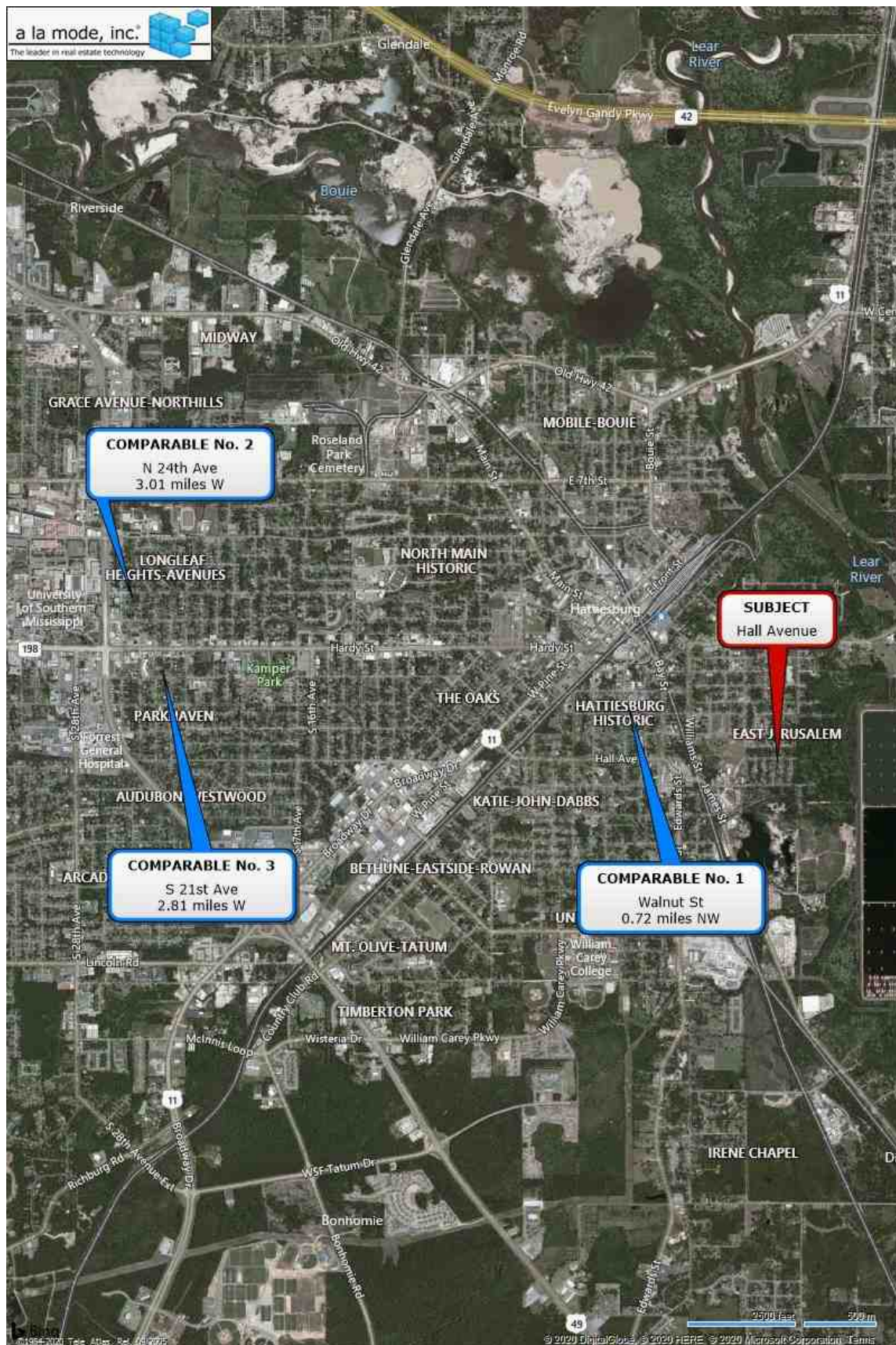
The appraiser will not be required to give testimony or appear in court by reason of this appraisal, with reference to the property in question, unless prior arrangements have been made.

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

Unless otherwise stated in this report, the existence of hazardous substances, including but not limited to asbestos, poly-chlorinated biphenyls, petroleum leakage, mold, or agricultural chemicals; which may or may not be present on the property, or other environmental conditions; were not called to the attention of nor did the appraiser become aware of such during the inspection of the property. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser is not an expert in the environmental field and is not qualified to test for such substances or conditions. If the presence of hazardous substances or environmental conditions may affect the value of the property, the value opinion is predicated on the assumption that there is no such condition in or on the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for such conditions; nor for any expertise or knowledge required to discover them. The client is advised to retain an expert in the field of environmental impact on real estate if such conditions are suspected.

Location Map

Owner	William Greely					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



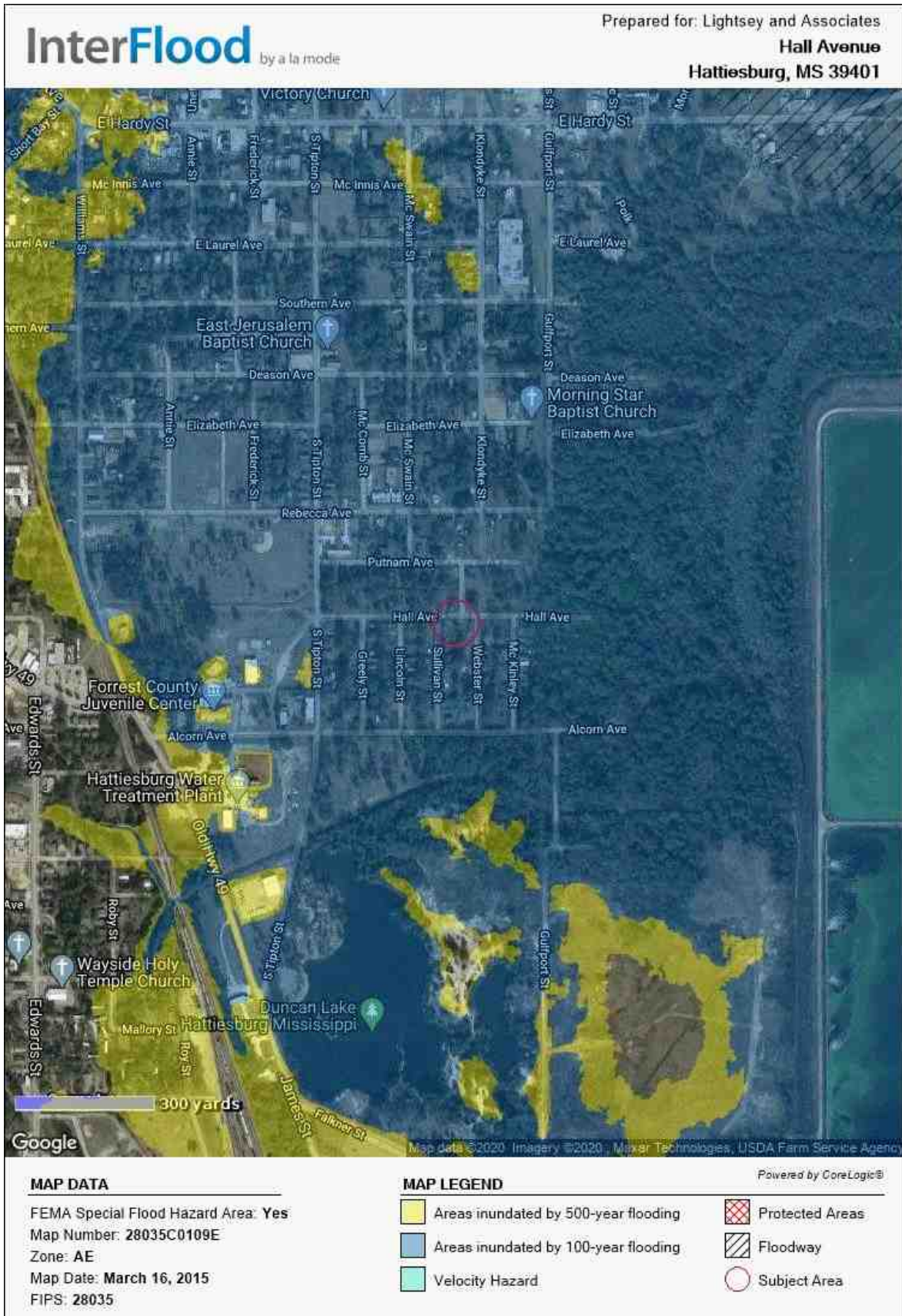
Location Map

Owner	William Greely					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Flood Map

Owner	William Greely					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Plat Map



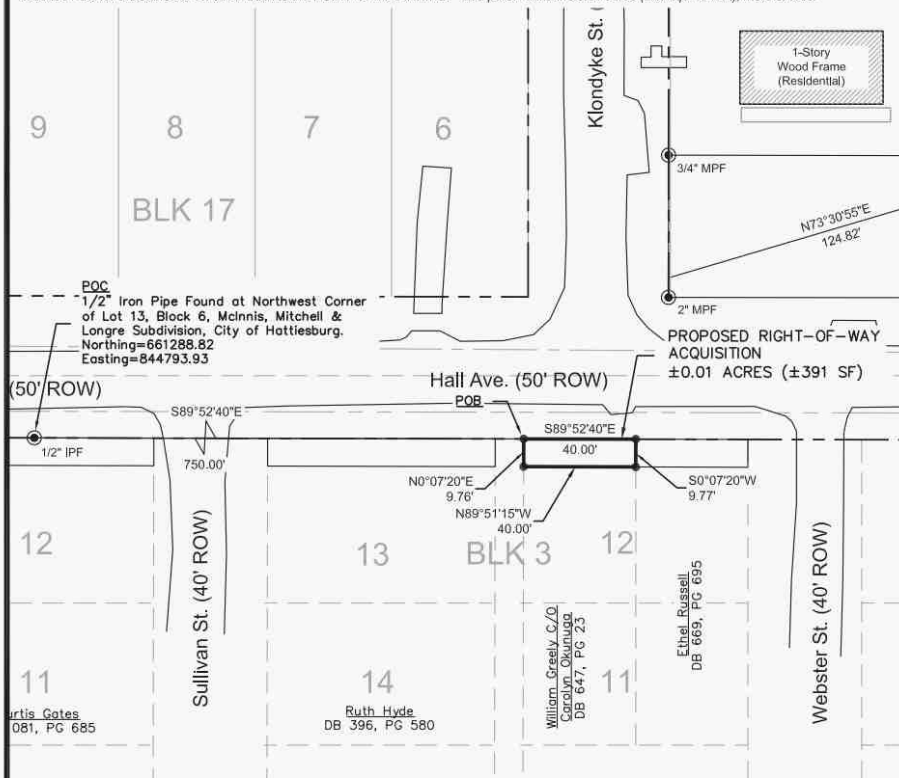
Survey

William Greely C/O Carolyn Okunuga - +/-0.01 Ac.

LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)

A parcel of land being part of Lot 12 of Block 3 of McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows:

Commencing at a found 1/2" iron pipe at the Northwest Corner of Lot 13 of Block 6 of Said McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Mississippi; thence run and along the southern right-of-way boundary of Hall Avenue South 89 degrees 52 minutes 40 seconds East for a distance of 750.00 feet to Northwest Corner of said Lot 12 of Block 3, said point also being the Point of Beginning; thence continue and along said southern right-of-way boundary South 89 degrees 52 minutes 40 seconds East for a distance of 40.00 feet; thence leaving said southern right-of-way boundary, run South 00 degrees 07 minutes 20 seconds West for a distance of 9.77 feet; thence run North 89 degrees 51 minutes 15 seconds West for a distance of 40.00 feet to a point on the western boundary of said Lot 12, Block 3; thence run and along said western boundary North 00 degrees 07 minutes 20 seconds East for a distance of 9.76 feet back to the POINT OF BEGINNING. Said parcel contains 0.01 acres (391 square feet), more or less.



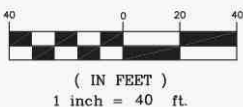
NO TITLE REPORT PROVIDED



LEGEND:

BK BOOK
 PG PAGE
 CTP FOUND CRIMP-TOP PIPE
 MPF FOUND METAL PIPE
 IPF FOUND IRON ROD
 SET 3" IRON REBAR
 POB POINT OF BEGINNING
 POC POINT OF COMMENCEMENT
 UTILITY POLE
 MONUMENT FOUND

GRAPHIC SCALE



NOTES:

- Class "B" Survey.
- No Additional Record Search for Easements was Conducted.
- Date of Field Survey: Nov. 5, 2019.
- Orientation is based on GPS observation, Grid North, as referenced to MS State Plane Coordinate System, East Zone.
- Location of existing subdivision lines based upon monuments from on the interior of McInnis, Mitchell, & Longre Subdivision.

STATE PLANE DATA

State Plane Zone: MS East-2301
 Datum: NAD 1983
 Combined Factor: 0.99997228
 Convergence Angle: -0° 13' 55.65"
 Reference Point: Northwest Corner of Lot 13, Block 6

REFERENCE MATERIAL:

- McInnis, Mitchell, & Longre Subdivision Plat in the City of Hattiesburg
- Forrest County Tax Maps
- Resolution Deed Bk 647, PG 23
- Executrix's Special Warranty Deed Bk 669, PG 695



PRELIMINARY - PINS NOT SET

Clearpoint
CONSULTING ENGINEERS, P.A.

6652 US Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com



PREPARED FOR:
Right-of-Way Survey
 William Greely C/O
 Carolyn Okunuga
 PPIN: 22031

CCE NO.: 76242036
 SCALE: 1" = 40'
 DATE: 11/30/2019
 CHECKED: RTB
 DRAWN: JCR
 SHEET 1 OF 1

Drawing Location: B:\76242036\dwg\PLAT5\76242036-PLAT5.dwg

4/23/2020

Delta Computer Systems

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Link

FORREST COUNTY, MS

Current Date 4/23/2020

Tax Year 2019

Records Last Updated 4/23/2020

PROPERTY DETAIL

OWNER GREELY WILLIAM L
C/O CAROLYN OKUNUGA
5891 US HWY 49 STE 60 #235
HATTIESBURG MS 39402

ACRES : **NA**
LAND VALUE : 1010
IMPROVEMENTS : **NA**
TOTAL VALUE: 1010
ASSESSED : 152

PARCEL 2-037D-14-085.00
ADDRESS 1315 HALL AVENUE

TAX INFORMATION

	TAX DUE	PAID	BALANCE
YEAR 2019			
COUNTY	9.89	0.00	10.19
CITY	8.08	0.00	8.32
SCHOOL	9.74	0.00	10.03
TOTAL	27.71	0.00	28.54 3% Penalty

Pay Tax

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION

EXEMPT CODE		LEGAL W 1/2 LTS 11 & 12 BLK 3
HOMESTEAD CODE None		PREV #:H0656-03-007
TAX DISTRICT 1110		MCINNIS, MITCHELL, & LONGRE
PPIN 022031		
SECTION 14		
TOWNSHIP 04N		
RANGE 13W		

Book **Page**

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
2010	PINE HILLS LAND COMPANY	10/12/2011 GREELY WILLIAM L

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Photograph Addendum

Owner	William Greely					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



View of Subject



View of Hall Avenue

Photograph Addendum

Owner	William Greely					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



View of Subject



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, September 8, 2020

Re: Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-037D-14-084.00 (PPIN 022032) for the Hall Avenue Overpass Project: Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$315.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$315.00; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.

File Number: 2020-612

Minute Book #

Summary

Authorize acquisition of a portion of a parcel of property identified as Forrest County Parcel No. 2-037D-14-084.00 (PPIN 022032) for the Hall Avenue Overpass Project: Acknowledge receipt of Appraisal Report; Determine the appraisal valuation of \$315.00 to be Just Compensation for the aforementioned portion of the parcel; Authorize Mayor to make a Fair Market Value Offer for the property of \$315.00; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.

Recommendation Statement

I recommend approval of this item.

Please place this on the September 8, 2020 City Council meeting for consideration.

RICHARD & THOMAS

Attorneys at Law

Stephen K. Thomas

132 Westover Drive
Hattiesburg, MS 39402
(601)602-2457 phone
(601)602-2458 fax

Ray J. Richard, of counsel

January 16, 2020

City of Hattiesburg
Attn: Kathleen Hartfield
P.O. Box 1898
Hattiesburg, MS 39403

Re: 1317 Hall Avenue, Hattiesburg, MS 39401

The East ½ of Lots 11 and 12 of Block 3, of The McInnis, Mitchell and Longre Subdivision or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

Pursuant to your request, I have examined the land records on file in the office of the Chancery Clerk of Forrest County, Mississippi, relating to the above described real property for a period back of thirty-one years prior to this date, and find sufficient evidence that the above described property was conveyed by Quitclaim Deed to **Ethel Marie Holman Russell Brown, Charlene Shatell Holman and Ricky D. Brown**, dated January 26, 1994, and recorded in Land Deed Book 705 at Page 604, in the office of the Chancery Clerk of Forrest County, Mississippi. Based upon my examination for the aforesaid period and with the presumption that prior conveyances in chain of title are legal and valid, it is my opinion that the said **Ethel Marie Holman Russell Brown, Charlene Shatell Holman and Ricky D. Brown** own a fee simple, merchantable title to above described real property subject to the following liens, encumbrances and reservations;

RESERVATIONS

1. This opinion does not cover the oil, gas or other minerals lying on or under said property and no opinion is given thereon.
2. As no current survey is present, I do not certify as to the actual occupancy, nor to matters which should be revealed by an accurate survey of subject lands, nor do I certify rights of parties in possession, deficiency in the quantity of lands, boundary line disputes, roadways, unrecorded servitudes or easements, any matters not of proper record which would be disclosed by a true and accurate survey and inspection of the property, and easements or other uses of subject lands not so visible from the surface.
3. Title is subject to any liability or loss due to environmental contamination by past uses of the property as a toxic hazardous waste site, or due to violation of any environmental protection law of any governmental body.
4. Title is subject to instruments of record being properly filed and indexed in the office of the

Chancery Clerk where the property is located.

5. This is not a guarantee of title and is not an insurance policy on said property, and this opinion is for the use and benefit of only the party or parties to whom it is addressed and may not be availed of or relied upon by any other person(s) or entity.

6. Title is subject to Resolution of Condemnation of Unsafe and Dilapidated Property filed by the City of Hattiesburg, dated August 7, 2012, recorded in Book 1135 at Page 525, in the office of the Chancery Clerk of Forrest County, Mississippi.

7. Title is subject to Confirmation that Florence Ware and Florence Granger are one and the same person.

ENCUMBRANCES

None of Record

TAXES

Taxes assessed by Forrest County, Mississippi for 2020 are not due and owing but would constitute a lien against said property if not paid by January 31, 2021.

2019 Forrest County ad valorem taxes for Parcel No. 2-037D-14-084.00, PPIN 22032, are due and payable in the amount of \$27.71.

JUDGMENTS

This opinion reflects only those liens or judgments recorded on the Judgment Rolls in the office of the Circuit Clerk of Forrest County, Mississippi. As of this date the following lien appears:

Judgment No. CO12-0152: Midland Funding LLC vs Ethel Brown, rendered April 24, 2012, enrolled June 12, 2012, re-enrolled April 9, 2019, in the amount of \$1,911.52, plus interest and penalties.

Judgment No. CO10-1532: Midland Funding LLC vs Ethel Brown, rendered March 2, 2011, enrolled March 2, 2011, re-enrolled February 26, 2018, in the amount of \$561.19, plus interest and penalties.

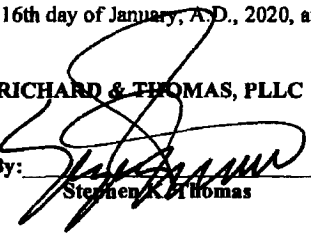
Judgment No. 3204-1503: First Tower Loan vs Ethel M. Brown, rendered June 18, 2018, enrolled July 19, 2018, in the amount of \$2,597.94, plus interest and penalties.

Judgment No. 3204-5323: Cavalry SPV I, LLC vs Ethel M. Brown, rendered February 4, 2019, enrolled December 26, 2019, in the amount of \$1,920.35, plus interest and penalties.

Judgment No. 623260: MS Dept. of Revenue vs Ethel M. Brown, enrolled November 20, 2015, in the amount of \$795.70, plus interest and penalties.

This Opinion is certified through this, the 16th day of January, A.D., 2020, at 8:00 a.m.

RICHARD & THOMAS, PLLC

By: 

Stephen K. Thomas

APPRAISAL OF PROPERTY AT

HALL AVENUE

PIN # 022032

HATTIESBURG, MS

LIGHTSEY & ASSOCIATES

P.O. Box 15489
Hattiesburg, MS 39404
(601) 584-6260

April 23, 2020

Mr. Lamar Rutland
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

RE: Appraisal of property at Hall Avenue,
Hattiesburg, MS

Dear Mr. Rutland:

In accordance with the your request, I have made an inspection and investigation of the property located on Hall Avenue, Hattiesburg, Mississippi, for the purpose of forming an opinion of the Market Value, in fee simple, as of April 22, 2020, the effective date of the appraisal being the date the subject property was last inspected. The value opinion is both before and after the taking of a 391 square foot parcel (.01 acre) in conjunction with the Hall Avenue railroad overpass by the City of Hattiesburg and noting damages to the remainder, if any.

Market Value is defined as the most probable price in cash, terms equivalent to cash, or in other precisely revealed terms, for which the property will sell in an open and competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self interest, and assuming that neither is under undue duress.

NEIGHBORHOOD DESCRIPTION

The subject area lies to the southeast of downtown Hattiesburg and is located east of Williams Street and the Canadian National Railway right of way. The general area contains a wide age range of properties that range from commercial/retail uses to single-family dwellings and multi-family dwellings. The subject is in relative close proximity to public schools, shopping and employment centers, and medical facilities. The new Hattiesburg Law Enforcement Complex is under construction on Hall Avenue at the southern end of Bay Street. The majority of properties in the area are in excess of fifty years old.

SITE DESCRIPTION

The subject site is located on the southerly side of Hall Avenue at the southwesterly corner of Hall Avenue and Webster Street. It has a frontage of 40 feet on Hall Avenue and extends to a uniform depth of 100 feet. The site is rectangular in shape and contains approximately 4,000 square feet. The site is at or above street grade, and appears to have adequate utility for use a single unit dwelling site. The property does appear to lie in a designated flood area, though this is subject to certification by a professional engineer or surveyor. All public utilities area connected or available to the site. A survey and plat map are included in the addenda of this report in order to assist the reader in visualizing the property. There were no adverse soil or subsoil conditions observed; however, no soil tests have been made as a part of this report. The property is zoned R-1C, Single Unit Residential, by the zoning authorities of the City of Hattiesburg. The City of Hattiesburg intends to take a 391 square foot rectangularly shaped parcel along Hall Avenue. Following the taking, the subject site will be effectively reduced in size to 3,609 square feet. Access and utility will remain essentially the same as in the before condition.

IMPROVEMENTS DESCRIPTIONS

There are no known improvements on the subject property.

PROPERTY HISTORY

The subject property appears to have been under the present ownership for in excess of five years. The subject property is not known to be listed for sale nor under contract.

TAXES

The total taxes for the subject property for 2019 are \$27.71. The total true value (tax value) of the property is \$1,010.00 with an assessed value of \$152.00.

HIGHEST AND BEST USE

In order to estimate the Highest and Best Use of the subject, the surrounding property uses as well as the four tests of Highest and Best Use were considered. These are 1)physically possible, 2)legally permissible, 3)financially feasible, and 4)maximally productive. After considering these factors, the Highest and Best Use of the site as vacant is estimated to be for a single unit house site, in both the before and after conditions.

INTENDED USE AND SCOPE OF THE APPRAISAL

This appraisal is intended to assist the client, Mr. Lamar Rutland of the City of Hattiesburg, in forming an opinion of value of the subject property both before and after the taking of a 391 square foot parcel by the City for road widening. In preparing this appraisal, the appraiser inspected the subject site; gathered information on comparable land sales and listings, confirmed and analyzed the data and applied the Sales Comparison Approach to value. As only the land was considered in this appraisal, this was the only approach deemed applicable to the subject's valuation.

APPRAISAL PROCESS

In good appraisal practice, three approaches to value are normally used to arrive at a value conclusion for a given property. These approaches are the Sales Comparison Approach, the Cost Approach, and the Income Approach. The Sales Comparison Approach is based on deriving a value indication by comparing properties that have been sold recently to the subject property and adjusting the sales price of the comparables for any basic differences. The Income Approach considers the present value of the future benefits of income and ownership. To estimate the income potential of the subject, comparable rents are obtained and reconciled to the subject, then a deduction is made for anticipated expenses. The resulting net income is then capitalized into value using a rate supported by market data. The Cost Approach provides a value indicator based on the cost to reproduce the improvements less any observed depreciation. The value estimate of the land developed through the Sales Comparison Approach is then added to the depreciated value estimate of the Improvements. As noted above, the appraiser has utilized the Sales Comparison Approach only as the land only is considered in this appraisal report.

LAND SALES

The following vacant land sales were utilized to arrive at opinion of value for the subject site.

LAND SALE NO. 1

Location: Walnut Street, Hattiesburg
Date: 04/07/2016
Price: \$20,000
Size: 18,270 sq ft
Price/SF: \$1.09
Zoning: R-1A, Single Unit Residential
Confirmation: MLS # 103560/Re/Max Real Estate
Comments: Located just south of Southern Avenue on Walnut Street.
Generally level vacant site.

LAND SALE NO. 2

Location: North 24th Avenue., Hattiesburg
Date: 04/07/2017
Price: \$22,000
Size: 36,940 sq ft
Price/SF: \$.60
Zoning: R-1B, Single Unit Residential
Confirmation: MLS # 107417/Coldwell Banker
Comments: Corner of North 24th and Quinn Street.
Vacant site purchased for future development.

LAND SALE NO. 3

Location: South 21st Avenue , Hattiesburg

Date: 06/30/2015

Price: \$10,000

Size: 15,000 sq ft

Price/SF: \$.67

Zoning: R-1A, Single Unit Residential

Confirmation: MLS # 101179/Realty Executives

Comments: Located just south of Hardy Street. Vacant site purchased for future development.

The above lot sales indicate an unadjusted range in value from \$.60 to \$1.09 per square foot. All are in the subject market segment. The subject area is virtually fully developed and there are very few vacant sites that are available for sale. Research of the market found these sales to be the most recent and relevant to the subject's valuation. Sale 1 was given the most reliance due to time and location. After considering time, size, location, topography, the subject's location in a flood zone, and other pertinent factors, the value opinion of the subject site is \$.80 per square foot. Thus the value of the subject is:

BEFORE VALUE

4,000 sf @ \$.80 = \$3,200.00

AFTER VALUE

3,609 sf @ \$.80 = \$2,887.00

Value Before Taking	\$3,200.00
Value After Taking	\$2,887.00
Damages	\$ -0-
Just Compensation Due Owner	\$ 313.00
Rounded	\$ 315.00

I appreciate the opportunity to prepare this appraisal report for you. Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely

Stan Lightsey

Stan Lightsey
RA-16

ADDENDA

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- the statements contained in this report are true and correct.**
- the reported analyses, opinions, and conclusions are limited only by the reporting assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.**
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved unless otherwise stated.**
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.**
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.**
- My compensation for completing this assignment is not contingent upon the developing or reporting of a predetermined value or a direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.**
- no one provided significant appraisal assistance to the person signing this appraisal unless otherwise noted.**
- unless otherwise noted, the person signing this report has not performed an appraisal or rendered any other service regarding the subject property in the past three years.**
- The Appraisal Institute conducts a voluntary re-certification process for its designated members. I am currently certified under this program.**

Stan Lightsey

**Stan Lightsey
RA-16**

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following limiting conditions:

The legal description furnished is assumed to be correct.

No responsibility is assumed for matters of a legal character nor does the appraiser render any opinion as to title which is assumed to be good. All existing liens and encumbrances have been disregarded unless otherwise noted and the property is appraised as though free and clear and under responsible ownership and competent management.

The appraiser believes to be accurate the information provided by others; but assumes no responsibility for its accuracy.

Possession of this report, or a copy thereof, does not carry with it the right of publication, and neither all nor any part of the contents of this report may be disseminated to the public through media of any type nor may be used for any other purpose other than that specified in the engagement by the client without the previous written consent of the appraiser and client particularly as to the value conclusions, the identity of the appraiser or the firm with which he is employed, or to the SRA designation of The Appraisal Institute.

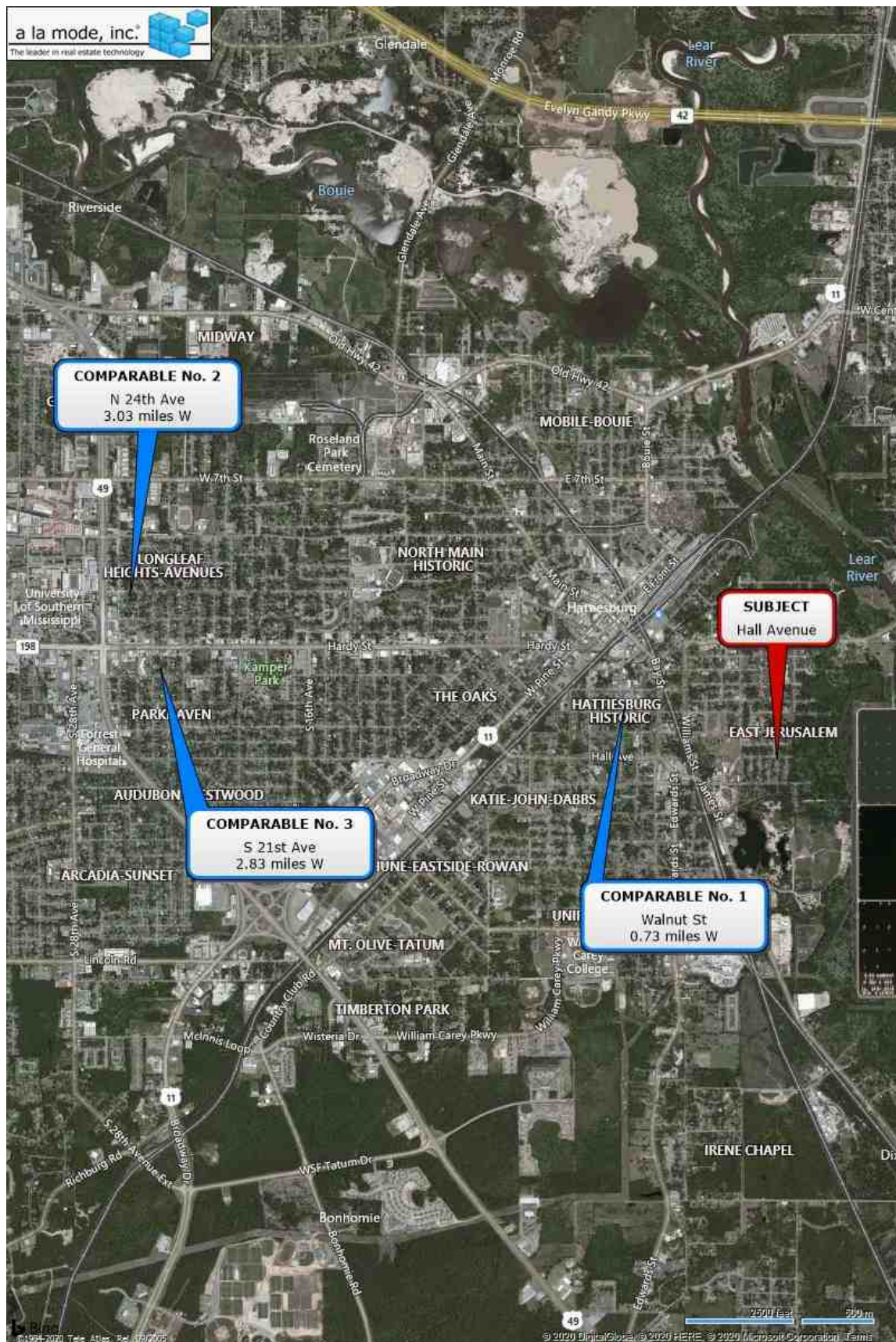
The appraiser will not be required to give testimony or appear in court by reason of this appraisal, with reference to the property in question, unless prior arrangements have been made.

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

Unless otherwise stated in this report, the existence of hazardous substances, including but not limited to asbestos, poly-chlorinated biphenyls, petroleum leakage, mold, or agricultural chemicals; which may or may not be present on the property, or other environmental conditions; were not called to the attention of nor did the appraiser become aware of such during the inspection of the property. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser is not an expert in the environmental field and is not qualified to test for such substances or conditions. If the presence of hazardous substances or environmental conditions may affect the value of the property, the value opinion is predicated on the assumption that there is no such condition in or on the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for such conditions; nor for any expertise or knowledge required to discover them. The client is advised to retain an expert in the field of environmental impact on real estate if such conditions are suspected.

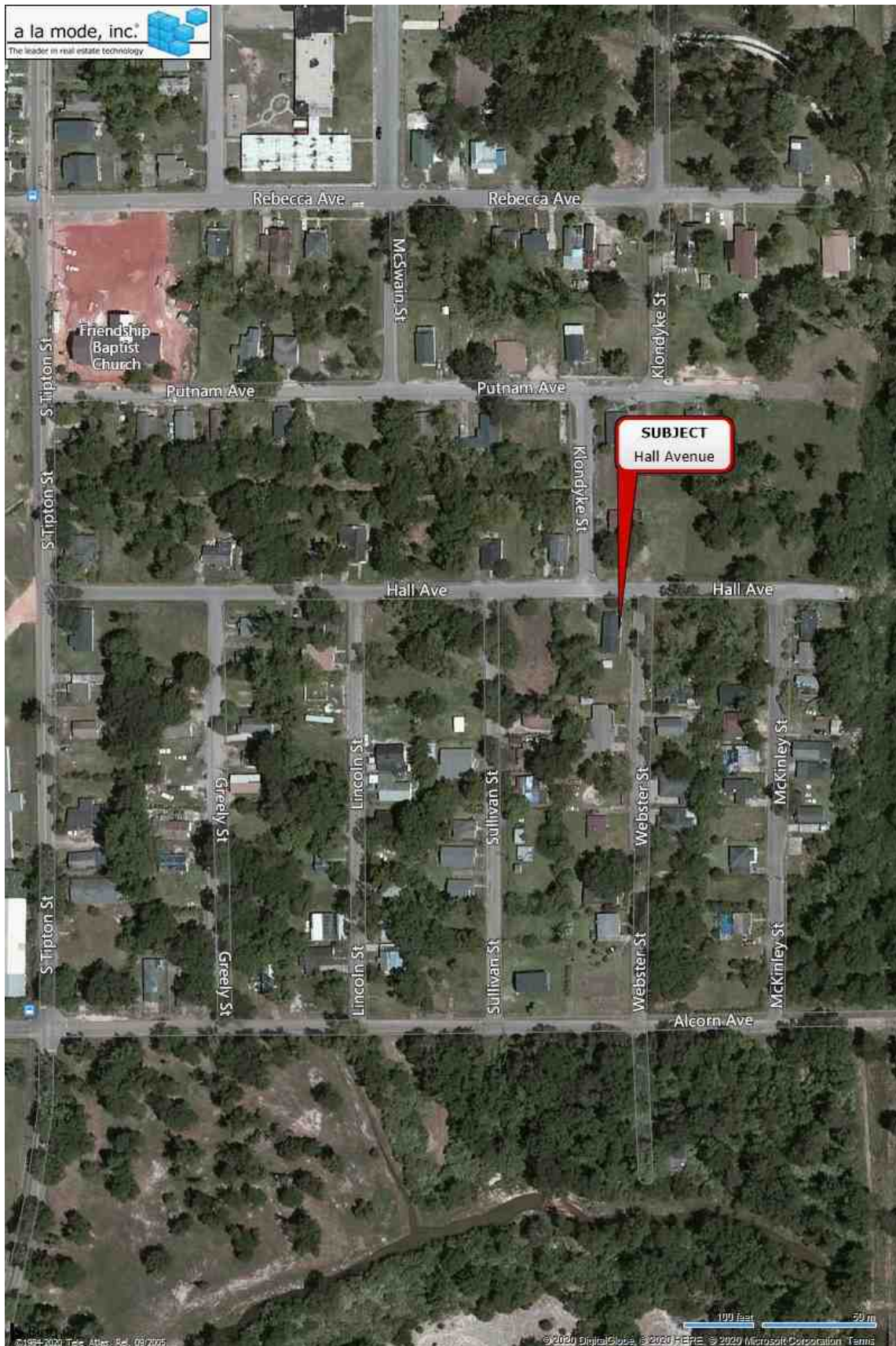
Location Map

Owner	Ethel M Russell, et al						
Property Address	Hall Avenue						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Client	City of Hattiesburg						



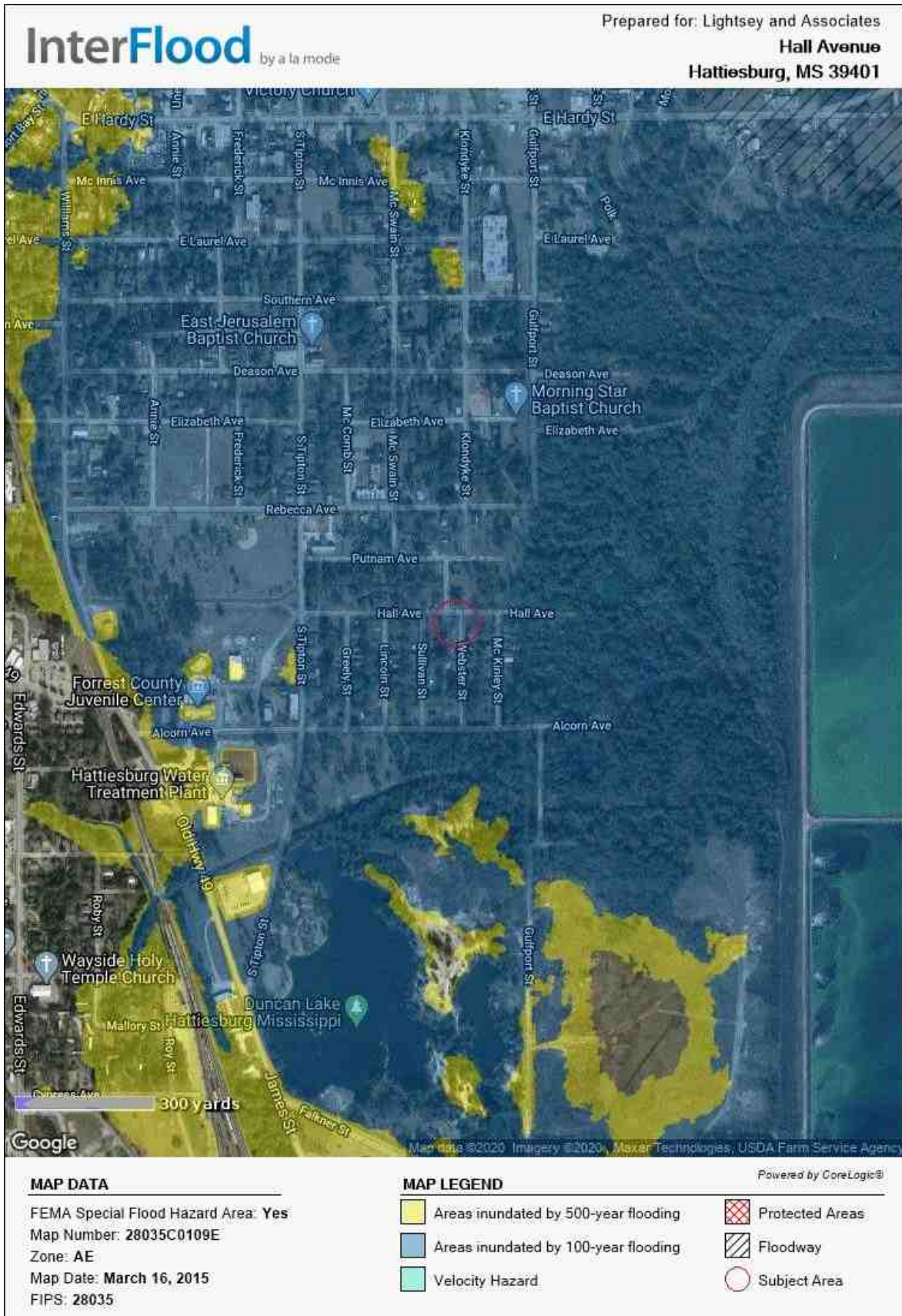
Location Map

Owner	Ethel M Russell, et al					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Flood Map

Owner	Ethel M Russell, et al					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Plat Map

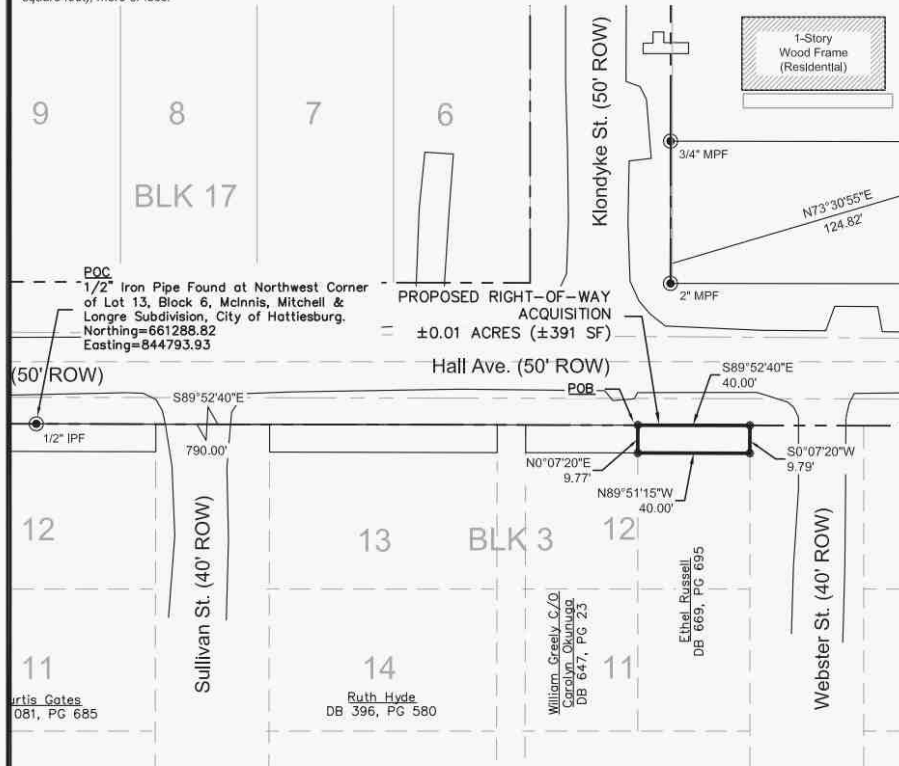


Survey

Ethel Russell - +/-0.01 Ac.

LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)

A parcel of land being part of Lot 12 of Block 6 of McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows: Commencing at a found 1/2" iron pipe at the Northwest Corner of Lot 13 of Block 6 of Said McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Mississippi; thence run and along the southern right-of-way boundary of Hall Avenue South 89 degrees 52 minutes 40 seconds East for a distance of 790.00 feet, said point also being the Point of Beginning; thence continue and along said southern right-of-way boundary South 89 degrees 52 minutes 40 seconds East for a distance of 40.00 feet to the Northeast Corner of said Lot 12 of Block 3, said point also being a point on the western right-of-way boundary of Webster Street; thence run and along said western right-of-way boundary South 00 degrees 07 minutes 20 seconds West for a distance of 9.79 feet; thence leaving said western right-of-way boundary run, North 89 degrees 51 minutes 15 seconds West for a distance of 40.00 feet; thence run North 00 degrees 07 minutes 20 seconds East for a distance of 9.77 feet back to the POINT OF BEGINNING. Said parcel contains 0.01 acres (391 square feet), more or less.



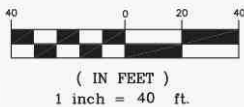
NO TITLE REPORT PROVIDED



LEGEND:

BK BOOK
 PG PAGE
 CTP CRIMP-TOP PIPE
 MPF FOUND METAL PIPE
 IPF FOUND IRON ROD
 SET 3" IRON REBAR
 POB POINT OF BEGINNING
 POC POINT OF COMMENCEMENT
 UTILITY POLE
 MONUMENT FOUND

GRAPHIC SCALE



NOTES:

1. Class "B" Survey.
2. No Additional Record Search for Easements was Conducted.
3. Date of Field Survey: Nov. 5, 2019.
4. Orientation is based on GPS observation, Grid North, as referenced to MS State Plane Coordinate System, East Zone.
5. Location of existing subdivision lines based upon monuments from on the interior of McInnis, Mitchell, & Longre Subdivision.

STATE PLANE DATA

State Plane Zone: MS East-2301
 Datum: NAD 1983
 Combined Factor: 0.99997228
 Convergence Angle: -0° 13' 55.65"
 Reference Point: Northwest Corner of Lot 13, Block 6

REFERENCE MATERIAL:

1. McInnis, Mitchell, & Longre Subdivision Plat in the City of Hattiesburg
2. Forrest County Tax Maps
3. Resolution Deed Bk 647, PG 23
4. Executrix's Special Warranty Deed Bk 669, PG 695



PRELIMINARY - PINS NOT SET

Clearpoint
CONSULTING ENGINEERS, P.A.

6652 US Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com



Right-of-Way Survey

Ethel Russell
PPIN: 22032

CCE NO.: 76242036

SCALE: 1" = 40'

DATE: 11/30/2019

CHECKED: RTB

DRAWN: JCR

SHEET 1 OF 1

Drawing Location: S:\76242036\dwg\PLAT8\76242036-PLAT8.dwg

Tax Data

4/23/2020

Delta Computer Systems

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Link FORREST COUNTY, MS

Current Date 4/23/2020

Tax Year 2019

Records Last Updated 4/23/2020

PROPERTY DETAIL

OWNER RUSSELL ETHEL M H & ETAL **ACRES : **NA****
% CHARLENE HOLMAN **LAND VALUE : 1010**
121 89 CRAB APPLE LANE **IMPROVEMENTS : **NA****
FRISCO TX 75035-0000 **TOTAL VALUE: 1010**
ASSESSED : 152

PARCEL 2-037D-14-084.00

ADDRESS 1317 HALL AVENUE

TAX INFORMATION

	YEAR 2019	TAX DUE	PAID	BALANCE
COUNTY		9.89	9.89	0.00
CITY		8.08	8.08	0.00
SCHOOL		9.74	9.74	0.00
TOTAL		27.71	27.71	0.00

LAST PAYMENT DATE 2 / 1 / 2020

MISCELLANEOUS INFORMATION

EXEMPT CODE	LEGAL	E 1/2 LTS 11 & 12 BLK 3
HOMESTEAD CODE None		PREV #:H0656-03-008
TAX DISTRICT 1110		3/53 139-67
PPIN 022032		MCINNIS-MITCHELL & LONGRE
SECTION 14		B669 P695 "SWD" 4/23/92
TOWNSHIP 04N		705/604 1/94
RANGE 13W		MCINNIS, MITCHELL, & LONGRE

Book **Page**

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By:
NO TAX SALES FOUND		

[View Appraisal Record](#)

[Back](#)

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Photograph Addendum

Owner	Ethel M Russell, et al				
Property Address	Hall Avenue				
City	Hattiesburg	County	Forrest	State	MS Zip Code 39401
Client	City of Hattiesburg				



View of Subject



View of Hall Avenue

Photograph Addendum

Owner	Ethel M Russell, et al					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



View of Subject



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Chris McGee, Director of Parks and Recreation

cc:

Date: Tuesday, September 8, 2020

Re: Authorize acceptance of the award for the Mississippi Arts Commission (MAC) Rapid Response Minigrant Program for funding to continue free virtual programming in the Fall of 2020 with a 16-week public art workshop. The total project cost is \$2,000 (\$1,000 state share and \$1,000 local share).
File Number: 2020-626
Minute Book #

Summary

MAC Rapid Response Minigrant Award

Recommendation Statement

I recommend authorization of the acceptance of the award for the Mississippi Arts Commission (MAC) Rapid Response Minigrant Program for funding to continue free virtual programming in the Fall of 2020 with a 16-week public art workshop. The total project cost is \$2,000 (\$1,000 state share and \$1,000 local share).

Please place this on the September 8, 2020 City Council meeting for consideration.



Dear Grantee:

Congratulations! MAC has approved your application for the Rapid Response grant program. Please read through and follow the steps outlined in the “Steps to Managing Your MAC Grant” document that starts on the next page.

IMPORTANT:

Due to limitations on this grant opportunity because of the state government’s fiscal calendar, we ask that you **reply immediately**. It is vitally important that you return your signed grant contract and completed W-9 form as soon as possible.

Please make sure to thank your state and federal legislators who make MAC’s grant programs possible. Their support is critical to the growth of the arts in Mississippi. Let them know how important MAC grants are to your work as an artist, as well as your community’s well-being. Be sure to include copies of the letters to legislators with your final report. We look forward to hearing about your activities.

Sincerely,

Malcolm White
Executive Director

Mississippi Arts Commission Grant Contract

In accordance with the laws of the State of Mississippi, the Mississippi Arts Commission ("MAC") hereby agrees to provide support in an amount not to exceed **\$1,000** to **City of Hattiesburg DBA Hattiesburg Community Arts Center** ("grantee"), DUNS# 079448130 for application **20-5353389-CD/RR** to fund free virtual programming about creating public art. It is understood that support for this grant is provided on the basis of the application submitted by grantee and is subject to MAC's policies and to the following terms and conditions:

1. The grantee, under this program, will spend funds solely for the purpose set forth in grant number **20-5353389-CD/RR**.
2. The grantee will provide matching financial support in this grant program as described in MAC's guidelines for grants to organizations. In the event the grantee fails to raise the necessary matching funds, MAC will provide only a proportionate payment for the actual match from the grantee.
3. In the event the grantee is unable to complete the project due to an act or regulation of any public authority, or on account of war, labor difficulties, strikes, riots, epidemics, interruptions of transportation services, or an act of God or other causes beyond grantee's control, MAC shall be obligated to make the payment only to the extent that the grantee has reasonably incurred expenses or obligations that could not have been discharged otherwise.
4. The grantee must submit a final report on the grant funded project to MAC within 30 days after the ending date of the project or by **December 31, 2020**, whichever comes first. If the project is scheduled to end after December 31st, grantee has five days to complete the report. The report will consist of a comprehensive written evaluation and accounting of the project expenses. Failure to submit the final report and close out the grant in a timely manner will result in forfeiture of the grantee's final payment and jeopardize future funding.
5. All financial accounting shall be subject to an audit by MAC or the appropriate agencies of the federal government or the state. The grantee will be responsible for the safekeeping and the identification of financial records that support the financial statements of the project. Further, the grantee will keep these records on file for a period of three (3) years after the end of the project.
6. It is understood by the grantee that all of MAC's financial obligations outlined in this contract are granted on the condition that the agency receives a sufficient level of financial support from the National Endowment for the Arts and the Mississippi State Legislature.
7. All of the funds for this grant come from state funds. However, this grant is counted in MAC's match for its federal grant, therefore MAC is required to provide the following information on the grant from the National Endowment for the Arts: CFDA# 45.025, NEA grant number: 1856014-61-19, total award amount: \$1,243,600, award date: 6/18/2019, Grant description: To support partnership agreement activities,

Period of support: 7/1/2019 – 6/30/2022.

Because this grant is counted as part of MAC's match for its grant from the NEA, this grant cannot be used to match a federal grant. The grantee also must comply with the national policy requirements that govern all federal awards. These are listed on pages 23-26 of the NEA's "General Terms and Conditions" document: (<https://www.arts.gov/sites/default/files/General-Terms-and-Conditions-for-Partnerships-6.11.18.pdf>).

8. The grantee agrees to notify MAC in writing (using a Grant Change Form) to receive advance permission from the agency before making any changes in the personnel, activities, or budget of the project.
9. The grantee agrees to permit a review of the project, without charge, upon the request of any member of MAC's Board of Commissioners or staff.
10. It is understood that funds, materials, property, or services provided directly or indirectly under this agreement shall not be used for any partisan political activity or promotion; activities of a primarily sectarian or religious nature; furthering the election or defeat of any candidate for public office; or to lobby members of the U.S. Congress or federal agencies.
11. The grantee agrees to recognize MAC's support in all published material or publicity about the project. The recognition should read as follows: *"This project is supported in part by funding from the Mississippi Arts Commission, a state agency, and in part, from the National Endowment for the Arts, a federal agency."* When written programs are not used, credit should be given verbally.
12. Upon receipt from MAC, the grantee will place their grant funds in an interest bearing account. The grantee will return all interest over \$100 earned on the grant funds to MAC (who will return the funds to the NEA). In accordance with federal cash management regulations, grantees are allowed to keep \$100 or less in interest to cover administrative expenses.
13. The grantee agrees to comply with the requirements set forth in MAC's grant guidelines and with all other rules and regulations that may be adopted by the agency.

The grant award will be processed in one payment to the grantee. It will be processed upon the return a signed copy of the grant contract and the other required forms. The contract is made and entered into on 08/11/2020. Failure to sign and return this contract within 60 days of receipt will result in cancellation of the grant.



Malcolm White

Executive Director



Jennifer Shows
City of Hattiesburg DBA Hattiesburg
Community Arts Center

Mississippi Arts Commission



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Anthony Parker

cc:

Date: Tuesday, September 8, 2020

Re: Authorize submission of the 2020 USDOJ Edward Byrne Memorial Justice Assistance Grant in the amount of \$18,866 to be shared by the City of Hattiesburg with disparate jurisdiction Forrest County (\$11,320 Hattiesburg/ \$7,546 Forrest County) and authorize the Mayor to execute the same.
File Number: 2020-629
Minute Book #

Summary

2020 Edward Byrne Memorial Justice Assistance Grant Application

Recommendation Statement

I recommend authorization of the submission of the 2020 USDOJ Edward Byrne Memorial Justice Assistance Grant in the amount of \$18,866 to be shared by the City of Hattiesburg with disparate jurisdiction Forrest County (\$11,320 Hattiesburg/ \$7,546 Forrest County) and authorization for the Mayor to execute the same.

Please place this on the September 8, 2020 City Council meeting for consideration.

APPLICATION FOR FEDERAL ASSISTANCE		2. DATE SUBMITTED August 13, 2020	Applicant Identifier
1. TYPE OF SUBMISSION Application Non-Construction		3. DATE RECEIVED BY STATE	State Application Identifier
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION			
Legal Name City of Hattiesburg		Organizational Unit Hattiesburg Police Department	
Address P.O. Box 1898 Hattiesburg, Mississippi 39403-1898		Name and telephone number of the person to be contacted on matters involving this application Shows, Jennifer (601) 545-4544	
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 64-6000432		7. TYPE OF APPLICANT Municipal	
8. TYPE OF APPLICATION New		9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA TITLE: Edward Byrne Memorial Justice Assistance Grant Program		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT City of Hattiesburg & Forrest County Byrne JAG Program FY 2020	
12. AREAS AFFECTED BY PROJECT Hattiesburg, MS; Forrest County; Lamar County			
13. PROPOSED PROJECT Start Date: October 01, 2019 End Date: September 30, 2021		14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project MS04	
15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
Federal	\$18,866	Program has not been selected by state for review	
Applicant	\$0		
State	\$0		
Local	\$0		
Other	\$0		
Program Income	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?	
TOTAL	\$18,866	N	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.			

Close Window

2020 MISSISSIPPI LOCAL JAG ALLOCATIONS

Listed below are all jurisdictions in the state that are eligible for FY 2020 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here:

<https://www.bja.gov/Jag/pdfs/JAG-Technical-Report.pdf> and current JAG Frequently Asked Questions here:

<https://www.bja.gov/Funding/JAGFAQ.pdf>.

Finding your jurisdiction:

(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.

(2) Direct allocations are listed alphabetically below the shaded, disparate groupings.

(3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
MS	COAHOMA COUNTY	County	*	
MS	CLARKSDALE CITY	Municipal	\$13,142	\$13,142
MS	DESOTO COUNTY	County	*	
MS	SOUTHAVEN CITY	Municipal	\$10,055	\$10,055
MS	FORREST COUNTY	County	*	
MS	HATTIESBURG CITY	Municipal	\$18,866	\$18,866
MS	HARRISON COUNTY	County	*	
MS	BILOXI CITY	Municipal	\$26,283	
MS	GULFPORT CITY	Municipal	\$45,697	\$71,980
MS	HINDS COUNTY	County	\$13,590	
MS	JACKSON CITY	Municipal	\$199,963	\$213,553
MS	JONES COUNTY	County	*	
MS	LAUREL CITY	Municipal	\$13,241	\$13,241
MS	LAUDERDALE COUNTY	County	*	
MS	MERIDIAN CITY	Municipal	\$29,021	\$29,021
MS	LOWNDES COUNTY	County	*	
MS	COLUMBUS CITY	Municipal	\$10,703	\$10,703
MS	MARSHALL COUNTY	County	*	
MS	HOLLY SPRINGS CITY	Municipal	\$15,083	\$15,083
MS	PIKE	County	*	
MS	MCCOMB CITY	Municipal	\$13,739	\$13,739
MS	SUNFLOWER COUNTY	County	*	
MS	INDIANOLA CITY	Municipal	\$11,798	\$11,798
MS	WARREN COUNTY	County	*	
MS	VICKSBURG CITY	Municipal	\$20,111	\$20,111

2020 MISSISSIPPI LOCAL JAG ALLOCATIONS

Listed below are all jurisdictions in the state that are eligible for FY 2020 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here:

<https://www.bja.gov/Jag/pdfs/JAG-Technical-Report.pdf> and current JAG Frequently Asked Questions here:

<https://www.bja.gov/Funding/JAGFAQ.pdf>.

Finding your jurisdiction:

(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.

(2) Direct allocations are listed alphabetically below the shaded, disparate groupings.

(3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
MS	GREENWOOD CITY	Municipal	\$12,395	
MS	JACKSON COUNTY	County	\$16,626	
MS	LAMAR COUNTY	County	\$13,639	
MS	LEFLORE COUNTY	County	\$12,295	
MS	Mississippi Band of Choctaw Indians	Tribal	\$22,799	
MS	MOSS POINT CITY	Municipal	\$15,780	
MS	PANOLA COUNTY	County	\$16,079	
MS	PASCAGOULA CITY	Municipal	\$10,105	
	Local total		\$561,010	

FY 2020 Edward Byrne Memorial Justice Assistance Grant

City of Hattiesburg and Forrest County

Project Narrative

Description of the Issues

The City of Hattiesburg is applying on behalf of the City of Hattiesburg and Forrest County for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2020 Local Solicitation. The title of the project is “City of Hattiesburg and Forrest County Byrne JAG Program FY 2020.” The City of Hattiesburg and Forrest County are seeking to use funds for the purchase of equipment to improve the existing capabilities of the Hattiesburg Police Department and Forrest County Sheriff’s Department.

The City of Hattiesburg will purchase a Watch Guard 4RE/VISTA server, motorcycle helmets, and desktop computers. Acquisition of the server will include the server hardware, software, installation, and technical services. The Watch Guard server will improve the evidence data storage and retrieval capabilities of the existing 4RE in-car video system and integrated VISTA body-worn cameras. Eight (8) motorcycle police helmets are being requested to increase the level of protection for eight officers by replacing older worn and damaged helmets. Finally, three (3) desktop computers are being requested to replace older desktops that are outdated and no longer meet agency needs due to incompatibility with newer software programs and hardware. The balance of the items not covered by grant funds will come from the city’s general fund.

The Forrest County Sheriff’s Department is currently seeking to update its existing capabilities by equipping six (6) officers with tactical rifles and rifle scopes. With violent offenders increasingly using high-powered rifles, officers are at a disadvantage when not adequately armed going into high-risk situations. This disadvantage could mean the difference between life and death for both the officers and innocent bystanders. The acquisition of the rifles and scopes will improve the efficiency and accuracy with which officers are able to neutralize threats and protect the public in high-risk situations. The balance of the cost of the items not covered by grant funds will come from the county’s general fund.

The following project identifiers are associated with the proposed project activities: Computer Software/Hardware, Conflict Resolution, Equipment – Tactical, Firearms, Officer Safety, Protective Helmets, Policing, Violence Violent Crime.

Project Design and Implementation

The Hattiesburg Police Department guides its priorities and funding strategy through an evaluation of the needs of the department. The need that is most pressing is the one that is addressed first, while under the direction of the City of Hattiesburg Mayor and City Council. Forrest County Sheriff’s Department under the direction of the Forrest County Board of Supervisors and Planning Department coordinate priorities during the budget review process and outline long range plans.

FY 2020 Edward Byrne Memorial Justice Assistance Grant

City of Hattiesburg and Forrest County

Project Narrative

Capabilities and Competencies

The Hattiesburg Police Department works with other local and state agencies on criminal justice and juvenile justice efforts. Forrest County Sheriff's Department has collaborative partnerships with neighboring jurisdictions within the county (City of Hattiesburg and City of Petal) along with agencies such as the 12 Net Narcotics Team, DEA and other law enforcement entities.

Plan for Collecting the Data Required

The City of Hattiesburg Grant Coordinator will gather, track and document the data required for performance measures. This individual will also enter all the data into BJA's Performance Measurement Tool. The City of Hattiesburg Accounting Division will gather the financial information for reporting purposes.

City of Hattiesburg/Forrest County Edward Byrne Memorial JAG Program 2020

City of Hattiesburg			
Item	Computation		Total Cost
	Quantity	Unit Cost	
Watch Guard 4RE/Vista Server (includes hardware, software, and technical services)	1	\$7,500.00	\$7,500.00
Motorcycle Helmets	8	\$150.00	\$1,200
Desktop Computers	3	\$900.00	\$2,700
TOTAL			\$11,400
Federal Total			\$11,320
Non-Federal Total			\$80

Budget Narrative
The City of Hattiesburg/Hattiesburg Police Department has received certification of NIBRS compliance from the FBI, so the 3% budget set-aside for NIBRS compliance is not required. The City of Hattiesburg will purchase a Watch Guard 4RE/VISTA server, eight (8) motorcycle helmets, and three (3) desktop computers. Acquisition of the server will include the server hardware, software, installation, and technical services--which will improve the data storage and retrieval capabilities of the 4RE in-car video system and integrated VISTA body-worn cameras. The motorcycle police helmets will increase the level of protection for eight officers by replacing older worn and damaged helmets. The desktop computers will replace older desktops that are outdated and no longer meet agency needs due to incompatibility with newer software programs and hardware. The City of Hattiesburg/Hattiesburg Police Department is following agency procurement policies.

Forrest County			
Item	Computation		Total Cost
	Quantity	Unit Cost	
Tactical Rifles	6	\$855.00	\$5,130.00
Rifle Scopes	6	\$402.60	\$2,415.60
Total			\$7,546
Federal Total			\$7,546
Non-Federal Total			\$0

Budget Narrative
Forrest County has received certification of NIBRS compliance from the FBI, so the 3% budget set-aside for NIBRS compliance is not required. The Forrest County Sheriff's Department will purchase six (6) tactical rifles and rifle scopes. The acquisition of the rifles and scopes will improve the efficiency and accuracy with which officers are able to neutralize threats and protect the public in high-risk situations. Forrest County is following agency procurement policies.

Budget Summary

Agency	Federal Request	Non-Federal Amounts	Total
City of Hattiesburg	\$11,320	\$80	\$11,400
Forrest County	\$7,546	\$0	\$7,546
Totals	\$18,866	\$80	\$18,946

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Justice Assistance Grant Program FY 2020 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2020 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of
Local Government

Toby Barker

Printed Name of Chief Executive

City of Hattiesburg

Name of Applicant Unit of Local Government

9/08/2020

Date of Certification

Mayor

Title of Chief Executive

MEMORANDUM OF UNDERSTANDING

City of Hattiesburg, Mississippi

Forrest County, Mississippi

RE: BJA FY20 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Solicitation

This agreement meets the disparate jurisdiction finding requirement as mandated by the U.S. Department of Justice (USDOJ) Edward Byrne Memorial Justice Assistance Grant (JAG).

This Memorandum of Understanding between Forrest County and the City of Hattiesburg covers the Edward Byrne Memorial Justice Assistance Grant 2020 grant cycle in the amount of \$18,866.00. Both the city and the county proposed budgets comply with all USDOJ expenditure guidelines, certifications and assurances for this grant program and should not require any waivers.

The City of Hattiesburg will act as the fiscal agent for USDOJ Edward Byrne Memorial JAG including drawing down funds that will be divided as follows: (60%) Hattiesburg - \$11,320; (40%) Forrest County - \$7,546.

Chief
Hattiesburg Police Department

Sheriff
Forrest County

Date

Date

Mayor
City of Hattiesburg

Board President
Forrest County

9/08/2020
Date

Date



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ronnie Perkins, Director of Public Works

cc:

Date: Tuesday, September 8, 2020

Re: Authorize submission of a grant application to Mississippi Department of Environmental Quality (MDEQ) for the Solid Waste Assistance Grant in the amount of \$75,000.00 to fund a Household Hazardous Waste "Right Way to Throw Away Day;" and authorize the Mayor to execute the same in duplicate. The grant requires the city to provide \$25,000.00 in matching funds.
File Number: 2020-634
Minute Book #

Summary

MDEQ Solid Waste Assistance Grant Application

Recommendation Statement

I recommend authorization of the submission of a grant application to Mississippi Department of Environmental Quality (MDEQ) for the Solid Waste Assistance Grant in the amount of \$75,000.00 to fund a Household Hazardous Waste "Right Way to Throw Away Day;" and authorize the Mayor to execute the same in duplicate. The grant requires the city to provide \$25,000.00 in matching funds.

Please place this on the September 8, 2020 City Council meeting for consideration.

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
GRANT APPLICATION
PART 1. GENERAL INFORMATION**

1. Name of Applicant City of Hattiesburg
2. Address of Applicant P.O. Box 1898
City Hattiesburg State MS Zip 39403-1898
3. Telephone No. of Applicant 601-545-4544
4. Contact Person Jennifer Shows
5. Address of Contact Person (if different than applicant) _____
City _____ State _____ Zip _____
6. Telephone No. of Contact Person 601-545-4544
7. Email Address of Contact Person jshows@hattiesburgms.com
8. Grant Request Category:
X a. Local Government Solid Waste Assistance Grant (attach Part 2a)
Competitive grant request X Non-Competitive grant request _____
_____ b. Local Government Solid Waste Planning Grant (attach Part 2c)
_____ c. Local Government Waste Tire Grant (attach Part 2b)
9. Descriptive Title of Project/Program Right Way to Throw Away Day
10. Describe the geographic area which the project/program will serve including the population to be served and list all political subdivisions to be served (e.g. counties, cities, etc.):
City of Hattiesburg (46,251); City of Petal (10,669); Forrest County (75,517); Lamar County (61,223)
11. Is applicant in violation of or delinquent on, any condition of a previously awarded grant or loan from the MDEQ?
_____ yes X no (If yes, please attach an explanation)
12. Certification
- To the best of my knowledge and belief, I certify that the information provided in this application including attachments is true, accurate, and correct. I further certify that I possess the authority to apply for this grant on behalf of the applicant.
- Toby Barker
Name of authorized representative (Please type or print)
- Mayor
Title of authorized representative (Please type or print)
- _____
Signature of authorized representative
- 9/08/2020
Date

SOLID WASTE ASSISTANCE GRANT REQUEST

PART 2a

1. Grant Applicant: City of Hattiesburg

2. Please check one or more of the following activities which the applicant intends to conduct with the requested funds and include an estimate of the total funds needed to conduct the activity. Also, attach a more detailed proposed breakdown of how the funds will be used, such as costs for construction, equipment, personnel, administration, etc., (Note that no more than 3% of the funds may be used for administration of the grant.)

Funds Requested

☐ A. Cleanup of existing and/or future unauthorized dumps on public or private property \$ _____

☐ B. Establishment of a collection center or program for white goods, recyclables or other bulky rubbish waste not managed by local residential solid waste collection programs \$ _____

☐ C. Provision of public notice and education related to the proper management of solid waste, including recycling \$ _____

☐ D. Payment of the costs of employing a local solid waste enforcement officer (Complete Supplemental Part 3) \$ _____

☒ E. Payment of a maximum of seventy-five percent (75%) of the cost of conducting household hazardous waste collection programs. \$ **75,000**

☐ F. Development of other local solid waste management program activities associated with the prevention, enforcement or abatement of unauthorized dumps, as approved by the commission \$ _____

TOTAL FUNDS REQUESTED \$ **75,000**

3. Please attach a narrative description for each part of Section 2 checked above, indicating how the applicant proposes to conduct the activities with the funds requested.

- If the activity includes Section 2.A., the description must identify the primary solid waste management facilities that will be utilized to ensure proper management of all solid wastes. The description must also identify the person or office that will be responsible for making a reasonable effort to require any known person(s) responsible for creating an unauthorized dump to clean up the property before the applicant expends money from the grant funds to do so and the person or office that will be responsible on behalf of the applicant for making a reasonable effort to recover from the responsible person any funds expended by the applicant.
- If the activity includes Section 2.B., the description should identify the location of any proposed collection center, if known, and any other primary solid waste management facilities that will be utilized to ensure proper management of all collected items.
- If the activity includes Section 2.D., applicant must submit Part 3: Enforcement Officer Supplemental Grant Request form.
- If the activity includes Section 2.E., the project shall be conducted in accordance with the Mississippi "Right-Way -To-Throw-Away Program" Regulations.

Mississippi Department of Environmental Quality
Solid Waste Policy, Planning & Grants Branch
P. O. Box 2261, Jackson, MS 39225
Phone: 601-961-5171/Fax: 601-961-5785

2020 Solid Waste Assistance Grant

City of Hattiesburg Project Narrative & Budget

Project Narrative:

The City of Hattiesburg, City of Petal, Forrest County, Lamar County, and the University of Southern Mississippi plan to use the Solid Waste Assistance Grant funds to implement its “Pine Belt Right Way to Throw Away Day 2021” program to collect household hazardous waste on April 17, 2021 from 8:00 a.m. to 2:00 p.m. The region would like to establish the third Saturday of each April, which is the Saturday of Earth Day, to be known as the Pine Belt Right-Way-to-Throw-Away Day.

Due to the response from previous years, it is clear that the presence of the MDEQ external funding is mandatory to complete the event successfully, as public response and interest has grown and continues to grow throughout the year.

The Pine Belt Stormwater Committee will again sponsor the event, and the service area will include the City of Hattiesburg, City of Petal, University of Southern Mississippi, Forrest County and Lamar County. Hattiesburg will again act as applicant and administrator for the grant. A significant number of visitors from Perry County, Stone County and Pearl River County are anticipated. The City of Hattiesburg will continue to use Complete Environmental and Remediation Company as the contractor to dispose of the household hazardous waste. According to the U.S. Census Bureau 2014-2018 American Community Survey 5-year estimates, the population of the City of Hattiesburg is 46,251. The City of Petal’s population is 10,669. Forrest County has a population of 75,517 and Lamar County has a population of 61,223. In addition, the University of Southern Mississippi is home to almost 15,000 students.

Public education of the event will occur through press releases to the media and through Public Service Announcements (PSA) that will be in cooperation with the *Keep Hattiesburg Beautiful* and local *Keep Mississippi Beautiful* campaigns. Since the first *Hattiesburg Right Way to Throw Away Day* in 1997, the number of vehicles bringing goods for proper disposal has steadily increased. In 2007, Hattiesburg partnered with Forrest County, Lamar County, City of Petal and University of Southern Mississippi to hold our area’s first multi-jurisdictional “Right Way to Throw Away Day” event.

We continually receive calls with requests to hold the event again, and we will be pursuing the possibility of establishing a permanent collection site in the future.

Project Budget

The 2021 proposed budget for this project is \$100,000.00. The figures are based on the costs of the 2017, 2018, and 2019 Right Way to Throw Away events. Our largest expense continues to be for contractor removal of the waste. The major estimated expenditures for 2021 are as follows:

MDEQ Funding	\$ 75,000
Local HHW match funding	\$ 5,000
Additional local partner funding	<u>\$ 20,000</u>
Total	\$100,000

Project Expenses Breakdown:

- Personnel: \$12,900
- Equipment: \$9,500
- Supplies: \$1,000
 - Safety Gear for Volunteers
 - Advertising
 - Volunteer Care Booths
 - Potable Water
 - Emergency Medical Services
 - Event Administration
 - Planning meetings mileage
 - Paper
 - Printing/Copying
 - Office Supplies
- Other: \$1,600
 - Facility Rental
 - Portable Toilets Rental
 - Tent Rental
- Contractual Services: \$75,000

TOTAL: \$100,000

Project Total \$100,000		
MDEQ	\$75,000	75%
Local Contribution	\$25,000	25%

25% Local Match

The City of Hattiesburg, City of Petal, University of Southern Mississippi, Forrest County and Lamar County understand that the applicant of this grant is expected to provide a local match of at least twenty-five (25) percent of the grant. The City of Hattiesburg and its co-sponsors agree to provide staff, facilities and other assistance that will meet or exceed the grant requirements. Each jurisdiction has set aside funds for this annual event in their General Fund budget.

Intergovernmental Agreements

Not applicable to this grant agreement.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, September 8, 2020

Re: Rescind Federal Transit Administration (FTA) grant application MS-2020-005-00 approved on July 7, 2020; and approve submission of revised grant application and execution of the grant agreement for FTA grant application MS-2020-008-00 for Hub City Transit, utilizing CARES Act funds for operations, paratransit, and planning—for a total of \$3,050,370 in federal funds.
File Number: 2020-627
Minute Book #

Summary

FTA CARES Act Revised Application # MS-2020-008-00

Recommendation Statement

I recommend rescinding Federal Transit Administration (FTA) grant application MS-2020-005-00 approved on July 7, 2020; and approval of submission of the revised grant application and execution of the grant agreement for FTA grant application MS-2020-008-00 for Hub City Transit, utilizing CARES Act funds for operations, paratransit, and planning—for a total of \$3,050,370 in federal funds.

Please place this on the September 8, 2020 City Council meeting for consideration.

DOT

FTA

U.S. Department of Transportation

Federal Transit Administration

Award

Federal Award Identification Number (FAIN)	MS-2020-008-00
Temporary Application Number	1108-2020-3
Award Name	CARES Act Sec 5307 for Hub City Transit Ops, Para, & Planning; Hattiesburg, MS
Award Status	Active (Executed)
Award Budget Number	0

Period of Performance Start Date	8/12/2020	
Original Period of Performance End Date	3/30/2025	
Current Period of Performance End Date	3/30/2025	Revision #: 0

Part 1: Recipient Information

Name: Hattiesburg, City Of

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
1108	City	CITY OF HATTIESBURG	079448130

Location Type	Address	City	State	Zip
Headquarters	200 FORREST ST	HATTIESBURG	MS	394013451
Physical Address	200 FORREST ST	HATTIESBURG	MS	39401

Mailing Address

PO BOX 1898

HATTIESBURG

MS

39403

Union Information

Union Name	NO UNIONS
Address 1	N/A
Address 2	
City	N/A
State	
Zipcode	
Contact Name	N/A
Telephone	000-000-00
Fax	
E-mail	
Website	

Part 2: Award Information

Title: CARES Act Sec 5307 for Hub City Transit Ops, Para, & Planning; Hattiesburg, MS

FAIN	Award Status	Award Type	Date Created	Last Updated Date	From TEAM?
MS-2020-008-00	Active (Executed)	Grant	7/29/2020	7/29/2020	No

Award Executive Summary

This is a FFY 2020 Section 5307 Application in the amount of \$3,050,370 (100% Federal Share). This application utilizes CARES Act funding to help respond to and recover from the COVID-19 pandemic. Governor Tate Reeves issued Executive Order No. 1466 declaring a State of Emergency in response to COVID-19 on April 1, 2020. The application is for ongoing operations for fixed route service, the Hattiesburg Job Access and Reverse Commute (JARC) Program, and paratransit service; and for planning assistance to develop a Transit Master Plan. Operating assistance will cover service from January 20, 2020 through September 30, 2020; as well as for FY 2021—October 1, 2020 through September 30, 2021; and FY 2022—October 1, 2021 through September 30, 2022.

This grant will fund (1) project for Operating Assistance (including fixed route service and the JARC Program), (1) project for ADA Paratransit Operating Expenses, and (1) project for Planning Assistance.

1. Operating Assistance
2. ADA Paratransit Operating Expenses
3. Planning Assistance

The start date is January 20, 2020 and the end date is March 20, 2025. The City of Hattiesburg is the Direct Recipient. This application is consistent with the apportionment made available in the split allocation letter dated April 3, 2020 which is attached to this application.

Other FTA grants used to fund operating assistance:

1. Grant application # 2017-010-00, ALI 30.90.01. The total amount is \$492,814 (\$246,407 federal and \$246,407 local match).
2. Grant application # 2017-006-01, ALI 30.90.01. The total amount is \$2,371,280 (\$1,185,640 federal and \$1,185,640 local match).
3. Grant application # 2019-009-00, ALI 30.90.01. The total amount is \$1,200,000 (\$600,000 federal and \$600,000 local match).
4. Grant application # MS-90-X093-00, ALI 30.09.05. The total amount is \$367,964 (\$183,982 federal and \$183,982 local match).

This project has neither applied for nor received funding from FEMA or any other Federal Agency. Neither FEMA nor other Federal Agency funds have been received for transit-related projects. City of Hattiesburg/Hub City Transit agrees that if it receives Federal funding from Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different Federal agency, or insurance proceeds for any portion of a project activity approved for FTA funding under this Grant Agreement, it will provide written notification to FTA, and reimburse FTA for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company.

The recipient does not plan to request a waiver through the Emergency Relief Docket.

The Operational Expenses requested in this application were determined by a review of past Operational Expenses. Hub City Transit understands that the expenses requested in this application are subject to review for their reasonableness as part of the agency's next Triennial/State Management Review.

Insurance is non-applicable for this project.

No capital items are included in the grant application.

City of Hattiesburg/Hub City Transit will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance).

City of Hattiesburg/Hub City Transit will ensure contractors procured will not be on the FTA Suspension and Debarment List.

This project only includes operating expenses that do not include substantial functional, location, or capacity changes to the asset or system. Therefore, no additional TIP/STIP documentation is needed.

Frequency of Milestone Progress Reports (MPR)

Quarterly

Frequency of Federal Financial Reports (FFR)

Quarterly

Does this application include funds for research and/or development activities?

This award does not include research and development activities.

Pre-Award Authority

This award is using Pre-Award Authority.

Does this application include suballocation funds?

Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?

No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?

This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
	aviance.webb@dot.gov	Community Planner		
	layana.george@dot.gov	General Engineer		
Jennifer	Shows	Grant Coordinator	jshows@hattiesburgms.com	(601) 545-4544

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$3,050,370
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$3,050,370

Award Budget

Project Number		Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
MS-2020-008-01-00	300-00 (300-A1)	OPERATING ASSISTANCE	\$2,298,092.00	\$0.00	\$2,298,092.00	3
MS-2020-008-01-00		30.09.08 EMER RELIEF - OPERATING ASSIST - 100% Fed Share	\$711,250.00	\$0.00	\$711,250.00	1
MS-2020-008-01-00		30.09.08 EMER RELIEF - OPERATING ASSIST - 100% Fed Share	\$1,119,120.00	\$0.00	\$1,119,120.00	1
MS-2020-008-01-00		30.09.08 EMER RELIEF - OPERATING ASSIST - 100% Fed Share	\$467,722.00	\$0.00	\$467,722.00	1
MS-2020-008-02-00	117-00 (117-A2)	OTHER CAPITAL ITEMS (BUS)	\$627,278.00	\$0.00	\$627,278.00	3

MS-2020-008-02-00		11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	\$145,234.00	\$0.00	\$145,234.00	1
MS-2020-008-02-00		11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	\$309,000.00	\$0.00	\$309,000.00	1
MS-2020-008-02-00		11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	\$173,044.00	\$0.00	\$173,044.00	1
MS-2020-008-03-00	442-00 (442-A3)	METROPOLITAN PLANNING		\$125,000.00	\$0.00	\$125,000.00	1
MS-2020-008-03-00		44.24.00	SHORT RANGE TRANSIT PLANNING	\$125,000.00	\$0.00	\$125,000.00	1

Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
MS-90-X110	MS-2020-008-01-00	OPERATING ASSISTANCE	300-00 (300)	A1	280000	Mississippi	2020.29.90.CV.1	04	Urbanized Area Formula Grants (CARES Act)	\$2,298,092	\$2,298,092
MS-90-X110	MS-2020-	OTHER CAPITAL ITEMS (BUS)	117-00 (117)	A2	280000	Mississippi	2020.29.90.CV.1	00	Urbanized Area Formula	\$627,278	\$627,278

	008-02-00								Grants (CARES Act)		
MS-90-X110	MS-2020-008-03-00	METROPOLITAN PLANNING	442-00 (442)	A3	280000	Mississippi	2020.29.90.CV.1	02	Urbanized Area Formula Grants (CARES Act)	\$125,000	\$125,000

Part 3: Project Information

Project Title: Operating Assistance for Hub City Transit

Project Number	Temporary Project Number	Date Created	Start Date	End Date
MS-2020-008-01-00	1108-2020-3-P1	7/29/2020	1/20/2020	9/30/2022

Project Description

City of Hattiesburg (Hub City Transit) is applying for Section 5307 CARES Act funds in the amount of \$2,298,092 (100% federal) to cover fixed route and Job Access and Reverse Commute (JARC) Program operating expenses for Hub City Transit for FY 2020—January 20, 2020 through September 30, 2020; as well as for FY 2021—October 1, 2020 through September 30, 2021; and FY 2022—October 1, 2021 through September 30, 2022.

The funds budgeted for Hub City Transit operations will cover the costs to operate, maintain, and manage the transit system. These expenses include but are not limited to costs such as salaries, office expenses, administrative expenses, fuel, supplies, and other items needed for operations of the fixed route services. Also included in operating expenses will be administrative leave for employees that occurred as a result of the COVID-19 public health emergency, such as leave due to reduction in service or quarantine—as well as supplies and operational services to respond to, and prevent the spread of, COVID-19. Fixed route operating service will be completed by Hub City Transit.

Operating expenses for the JARC Program will provide on-demand transportation services to eligible low-income individuals in order enhance access to affordable transportation for employment and employment-related activities (such as child care and job training activities). Funds for JARC operating assistance will be used for the contractual costs incurred with a third-party transportation service provider. Transportation service operating times will be from 5:30am until 10:00pm, Monday through Friday; 6:30am until 8:00pm on Saturday; and scheduled as-needed on Sundays. This operating schedule meets an availability need that Hub City Transit cannot currently meet, with its fixed route and para-transit services that are only offered between 6:00am and 6:30pm, Monday through Friday (excluding major holidays). This service will eliminate the barrier to obtaining and maintaining employment due to lack of access to affordable transportation services that meet scheduling needs outside of HCT's traditional operating times.

This application reflects the apportionment made available in the split allocation letter dated April 3, 2020 and attached to this application. Historical data was used to estimate operating costs.

Of the CARES Act apportionment, we are applying for \$467,722 in Section 5307 CARES Act funds (100% federal) for a portion of FY 2020 (January 1, 2020 through September 30, 2020); \$1,119,120 in Section 5307 CARES Act funds (100% federal) for FY 2021 (October 1, 2020 through September 30, 2021); and \$711,250 in Section 5307 CARES Act funds (100% federal) for FY 2022 (October 1, 2021 through September 30, 2022).

This project only includes operating expenses that do not include substantial functional, location, or capacity changes to the asset or system. Therefore, no additional TIP/STIP documentation is needed.

City of Hattiesburg/Hub City Transit will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance).

Project Benefits

This project will benefit Hub City Transit (HCT) and all individuals who utilize it. The funding will allow the City of Hattiesburg to continue offering safe, efficient, and affordable transportation to the general public in Hattiesburg.

Additional Information

None provided.

Location Description

This project will take place in the UZA of Hattiesburg, Mississippi.

Security

No -- our organization will NOT expend at least 1% of the 5307 funds in this application for security-related projects

Project Location (Urbanized Areas)

UZA Code	Area Name
283380	Hattiesburg, MS

Congressional District Information

State	District	Representative
Mississippi	4	Steven M Palazzo

Program Plan Information

STIP/TIP

Date: N/A

Description: N/A

UPWP

Date: 5/14/2020

Description: 2019-2020 UPWP - Amended 5/5/2020

Long Range Plan

Date: N/A

Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$2,298,092
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$2,298,092

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
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MS-2020-008-01-00	300-00 (300-A1)	OPERATING ASSISTANCE	\$2,298,092.00	\$0.00	\$2,298,092.00	3
MS-2020-008-01-00		30.09.08 EMER RELIEF - OPERATING ASSIST - 100% Fed Share	\$711,250.00	\$0.00	\$711,250.00	1
MS-2020-008-01-00		30.09.08 EMER RELIEF - OPERATING ASSIST - 100% Fed Share	\$1,119,120.00	\$0.00	\$1,119,120.00	1
MS-2020-008-01-00		30.09.08 EMER RELIEF - OPERATING ASSIST - 100% Fed Share	\$467,722.00	\$0.00	\$467,722.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 30.09.08 - EMER RELIEF - OPERATING ASSIST - 100% Fed Share
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Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.08	EMER RELIEF - OPERATING ASSIST - 100% Fed Share	OPERATING ASSISTANCE	1

Extended Budget Description

City of Hattiesburg/Hub City Transit is applying for Section 5307 CARES Act funds in the amount of \$467,722 (100% federal) to cover fixed route and JARC Program operating expenses from January 20, 2020 through September 30, 2020.

The funds budgeted for Hub City Transit operations will cover the costs to operate, maintain, and manage the transit system. These expenses include, but are not limited to, costs such as salaries, office expenses, administrative expenses, fuel, supplies, and other items needed for operations of the fixed route services. Also included in operating expenses will be administrative leave for employees that occurred as a result of the COVID-19 public health emergency, such as leave due to reduction in service or quarantine—as well as supplies and operational services to respond to, and prevent the spread of, COVID-19. Fixed route operating service will be completed by Hub City Transit.

Operating expenses for the JARC Program will provide on-demand transportation services to eligible low-income individuals in order enhance

access to affordable transportation for employment and employment-related activities. Funds for JARC operating assistance will be used for the contractual costs incurred with a third-party transportation service provider.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$467,722
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$467,722

Milestone Name	Est. Completion Date	Description
Start Date	1/20/2020	Start Date
Initiate Selection Process	7/1/2020	Initiate Contractor selection process for JARC service covering October 1, 2020 through September 30, 2022.
End Date	9/30/2020	End Date

Budget Activity Line Item: 30.09.08 - EMER RELIEF - OPERATING ASSIST - 100% Fed Share

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.08	EMER RELIEF - OPERATING ASSIST - 100% Fed Share	OPERATING ASSISTANCE	1

Extended Budget Description

City of Hattiesburg/Hub City Transit is applying for Section 5307 CARES Act funds in the amount of \$1,119,120 (100% federal) to cover fixed route and JARC Program operating expenses from October 1, 2020 through September 30, 2021.

The funds budgeted for Hub City Transit operations will cover the costs to operate, maintain, and manage the transit system. These expenses include, but are not limited to, costs such as salaries, office expenses, administrative expenses, fuel, supplies, and other items needed for operations of the fixed route services. Also included in operating expenses will be administrative leave for employees that occurred as a result of the COVID-19 public health emergency, such as leave due to reduction in service or quarantine—as well as supplies and operational services to respond to, and prevent the spread of, COVID-19. Fixed route operating service will be completed by Hub City Transit.

Operating expenses for the JARC Program will provide on-demand transportation services to eligible low-income individuals in order enhance access to affordable transportation for employment and employment-related activities. Funds for JARC operating assistance will be used for the contractual costs incurred with a third-party transportation service provider.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$1,119,120
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$1,119,120

Milestone Name	Est. Completion Date	Description
Start Date	10/1/2020	Start Date
Contract Award	10/1/2020	Contract Award for JARC service October 1, 2020 through September 30, 2022.
End Date	9/30/2021	End Date

Budget Activity Line Item: 30.09.08 - EMER RELIEF - OPERATING ASSIST - 100% Fed Share

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.08	EMER RELIEF - OPERATING ASSIST - 100% Fed Share	OPERATING ASSISTANCE	1

Extended Budget Description

City of Hattiesburg/Hub City Transit is applying for Section 5307 CARES Act funds in the amount of \$711,250 (100% federal) to cover fixed route and JARC Program operating expenses from October 1, 2021 through September 30, 2022.

The funds budgeted for Hub City Transit operations will cover the costs to operate, maintain, and manage the transit system. These expenses include, but are not limited to, costs such as salaries, office expenses, administrative expenses, fuel, supplies, and other items needed for operations of the fixed route services. Also included in operating expenses will be administrative leave for employees that occurred as a result of the COVID-19 public health emergency, such as leave due to reduction in service or quarantine—as well as supplies and operational services to respond to, and prevent the spread of, COVID-19. Fixed route operating service will be completed by Hub City Transit.

Operating expenses for the JARC Program will provide on-demand transportation services to eligible low-income individuals in order enhance access to affordable transportation for employment and employment-related activities. Funds for JARC operating assistance will be used for the contractual costs incurred with a third-party transportation service provider.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$711,250
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$711,250

Milestone Name	Est. Completion Date	Description
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Start Date	10/1/2021	Start Date
End Date	9/30/2022	End Date
Contract Completion Date	9/30/2022	Contract completion date for JARC service covering October 1, 2020 through September 30, 2022.

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	6/11/2020

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OPERATING ASSISTANCE (300-00)	30.09.08	EMER RELIEF - OPERATING ASSIST - 100% Fed Share	1	\$711,250.00	\$711,250.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	6/11/2020

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OPERATING ASSISTANCE (300-00)	30.09.08	EMER RELIEF - OPERATING ASSIST - 100% Fed Share	1	\$1,119,120.00	\$1,119,120.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	6/11/2020

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OPERATING ASSISTANCE (300-00)	30.09.08	EMER RELIEF - OPERATING ASSIST - 100% Fed Share	1	\$467,722.00	\$467,722.00

Project Title: Paratransit Operating Assistance for Hub City Transit

Project Number	Temporary Project Number	Date Created	Start Date	End Date
MS-2020-008-02-00	1108-2020-3-P2	7/29/2020	1/20/2020	9/30/2022

Project Description

City of Hattiesburg (Hub City Transit) is applying for Section 5307 CARES Act funds in the amount of \$627,278 (100% federal) to cover paratransit operating expenses for Hub City Transit for FY 2020—January 20, 2020 through September 30, 2020; as well as for FY 2021—October 1, 2020 through September 30, 2021; and FY 2022—October 1, 2021 through September 30, 2022. The funds budgeted for Hub City Transit paratransit operations will cover the costs to operate and manage the paratransit system. These expenses include but are not limited to costs such as salaries, office expenses, administrative expenses, fuel, supplies, and other items needed for operations of paratransit services. Also included in paratransit operating expenses will be administrative leave for employees that occurred as a result of the COVID-19 public health emergency, such as leave due to reduction in service or quarantine—as well as supplies and operational services to respond to, and prevent the spread of, COVID-19. Paratransit operating service will be completed by Hub City Transit. This application reflects the apportionment made available in the split allocation letter dated April 3, 2020 and attached to this application. Historical data was used to estimate operating costs.

Of the CARES Act apportionment, we are applying for \$145,234 in Section 5307 CARES Act funds (100% federal) for a portion of FY 2020 (January 1, 2020 through September 30, 2020); \$309,000 in Section 5307 CARES Act funds (100% federal) for FY 2021 (October 1, 2020 through September 30, 2021); and \$173,044 in Section 5307 CARES Act funds (100% federal) for FY 2022 (October 1, 2021 through September 30, 2022).

This project only includes operating expenses that do not include substantial functional, location, or capacity changes to the asset or system. Therefore, no additional TIP/STIP documentation is needed.

Project Benefits

This project will benefit Hub City Transit (HCT) and all individuals who utilize it. The funding will allow the City of Hattiesburg to continue offering safe, efficient, and affordable transportation to the general public in Hattiesburg.

Additional Information

None provided.

Location Description

This project will take place in the UZA of Hattiesburg, Mississippi.

Security

No -- our organization will NOT expend at least 1% of the 5307 funds in this application for security-related projects

Project Location (Urbanized Areas)

UZA Code	Area Name
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283380	Hattiesburg, MS
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Congressional District Information

State	District	Representative
Mississippi	4	Steven M Palazzo

Program Plan Information

STIP/TIP

Date: N/A

Description: N/A

UPWP

Date: 5/14/2020

Description: 2019-2020 UPWP - Amended 5/5/2020

Long Range Plan

Date: N/A

Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$627,278
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0

Adjustment			\$0
Total Eligible Cost			\$627,278

Project Budget

Project Number		Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
MS-2020-008-02-00	117-00 (117-A2)	OTHER CAPITAL ITEMS (BUS)	\$627,278.00	\$0.00	\$627,278.00	3
MS-2020-008-02-00		11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE	\$145,234.00	\$0.00	\$145,234.00	1
MS-2020-008-02-00		11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE	\$309,000.00	\$0.00	\$309,000.00	1
MS-2020-008-02-00		11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE	\$173,044.00	\$0.00	\$173,044.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 11.7C.00 - NON FIXED ROUTE ADA PARATRANSIT SERVICE				
Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	OTHER CAPITAL ITEMS (BUS)	1

Extended Budget Description

City of Hattiesburg/Hub City Transit is applying for Section 5307 CARES Act funds in the amount of \$173,044 (100% federal) to cover operating expenses from October 1, 2021 through September 30, 2022. The funds budgeted for Hub City Transit paratransit operations will cover the costs to operate and manage the paratransit system. These expenses include, but are not limited to, costs such as salaries, office expenses, administrative expenses, fuel, supplies, and other items needed for operations of the non-fixed route paratransit services. Also included in paratransit operating expenses will be administrative leave for employees that occurred as a result of the COVID-19 public health emergency, such as leave due to reduction in service or quarantine—as well as supplies and operational services to respond to, and prevent the spread of, COVID-19. Paratransit operating service will be completed by Hub City Transit.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$173,044
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$173,044

Milestone Name	Est. Completion Date	Description
Start Date	10/1/2021	Start Date
End Date	9/30/2022	End Date

Budget Activity Line Item: 11.7C.00 - NON FIXED ROUTE ADA PARATRANSIT SERVICE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	OTHER CAPITAL ITEMS (BUS)	1

Extended Budget Description

City of Hattiesburg/Hub City Transit is applying for Section 5307 CARES Act funds in the amount of \$309,000 (100% federal) to cover operating expenses from October 1, 2020 through September 30, 2021. The funds budgeted for Hub City Transit paratransit operations will cover the costs to operate and manage the paratransit system. These expenses include, but are not limited to, costs such as salaries, office expenses, administrative expenses, fuel, supplies, and other items needed for operations of the non-fixed route paratransit services. Also included in paratransit operating expenses will be administrative leave for employees that occurred as a result of the COVID-19 public health emergency, such as leave due to reduction in service or quarantine—as well as supplies and operational services to respond to, and prevent the spread of, COVID-19. Paratransit operating service will be completed by Hub City Transit

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$309,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$309,000

Milestone Name	Est. Completion Date	Description
Start Date	10/1/2020	Start Date
End Date	9/30/2021	End Date

Budget Activity Line Item: 11.7C.00 - NON FIXED ROUTE ADA PARATRANSIT SERVICE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	OTHER CAPITAL ITEMS (BUS)	1

Extended Budget Description

City of Hattiesburg/Hub City Transit is applying for Section 5307 CARES Act funds in the amount of \$145,234 (100% federal) to cover operating expenses from January 20, 2020 through September 30, 2020. The funds budgeted for Hub City Transit paratransit operations will cover the costs to operate and manage the paratransit system. These expenses include, but are not limited to, costs such as salaries, office expenses, administrative expenses, fuel, supplies, and other items needed for operations of the non-fixed route paratransit services. Also included in paratransit operating expenses will be administrative leave for employees that occurred as a result of the COVID-19 public health emergency, such as leave due to reduction in service or quarantine—as well as supplies and operational services to respond to, and prevent the spread of, COVID-19. Paratransit operating service will be completed by Hub City Transit.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$145,234
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$145,234

Milestone Name	Est. Completion Date	Description
Start Date	1/20/2020	Start Date
End Date	9/30/2020	End Date

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	7/29/2020

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	1	\$145,234.00	\$145,234.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	7/29/2020

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
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OTHER CAPITAL ITEMS (BUS) (117-00)	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	1	\$309,000.00	\$309,000.00
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Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	7/29/2020

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	1	\$173,044.00	\$173,044.00

Project Title: Planning Assistance for Hub City Transit
--

Project Number	Temporary Project Number	Date Created	Start Date	End Date
MS-2020-008-03-00	1108-2020-3-P4	7/29/2020	8/1/2020	3/1/2022

Project Description

City of Hattiesburg/Hub City Transit is applying for Section 5307 CARES Act funds in the amount of \$125,000 (100% federal) to cover the costs of a Transit Master Plan. The development of a Transit Master Plan will involve assessing the needs and opportunities for improvement of the transit system, in order to enhance and expand public transit service in Hattiesburg. Over the years, Hattiesburg has experienced growth in population and businesses. Along with that growth comes an awareness of constantly evolving demographics and transportation needs, and the struggle to provide effective and efficient fixed route options. In addition, the pre-2020 growing public demand for micro-transit and on-demand services may intensify as a result of the COVID-19 pandemic due to increased emphasis on social distancing. A new plan will explore the

feasibility and options for Hub City Transit to respond to public demands by offering more diverse service types. This process will involve data collection and analysis, developing goals, identifying strategies for improvement, and planning for changes that need to happen in order to implement those strategies. Contractual services will be used for the Transit Master Plan.

This application reflects the apportionment made available in the split allocation letter dated April 3, 2020 and attached to this application.

This project is included in the 2019/2020 UPWP, specifically pages 23-24 (attached to this application as “UPWP - Task 6 - Public Transportation”).

Project Benefits

This project will benefit Hub City Transit (HCT) and all individuals who utilize it. The funding will allow the City of Hattiesburg to continue, expand, and diversify its offering of safe, efficient, and affordable transportation options to the general public in Hattiesburg.

Additional Information

None provided.

Location Description

This project will take place in the UZA of Hattiesburg, Mississippi.

Security

No -- our organization will NOT expend at least 1% of the 5307 funds in this application for security-related projects

Project Location (Urbanized Areas)

UZA Code	Area Name
283380	Hattiesburg, MS

Congressional District Information

State	District	Representative
Mississippi	4	Steven M Palazzo

Program Plan Information

STIP/TIP

Date: N/A

Description: N/A

UPWP

Date: 5/14/2020

Description: 2019-2020 UPWP - Amended 5/5/2020

Long Range Plan

Date: N/A

Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$125,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$125,000

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
MS-2020-008-03-00	442-00 (442-A3) METROPOLITAN PLANNING	\$125,000.00	\$0.00	\$125,000.00	1
MS-2020-008-03-00	44.24.00 SHORT RANGE TRANSIT PLANNING	\$125,000.00	\$0.00	\$125,000.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 44.24.00 - SHORT RANGE TRANSIT PLANNING

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
METROPOLITAN PLANNING (442-00)	44.24.00	SHORT RANGE TRANSIT PLANNING	METROPOLITAN PLANNING	1

Extended Budget Description

Extended Budget Description

City of Hattiesburg/Hub City Transit is applying for Section 5307 CARES Act funds in the amount of \$125,000 (100% federal) to cover the costs to develop a Transit Master Plan, which is anticipated to occur from August 1, 2020 through March 1, 2022. The development of a Transit Master Plan will involve assessing the needs and opportunities for improvement of the transit system, in order to enhance and expand public transit service in Hattiesburg. This process will include data collection and analysis, developing goals, identifying strategies for improvement, and planning for changes that need to happen in order to implement those strategies. Contractual services will be used for the Transit Master Plan.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$125,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$125,000

Milestone Name	Est. Completion Date	Description
Initiation of Selection Process	8/1/2020	Initiation of Selection Process
Contract Award	11/1/2020	Contract Award

Contract Completion	3/1/2022	Contract Completion
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Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	6/11/2020

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
METROPOLITAN PLANNING (442-00)	44.24.00	SHORT RANGE TRANSIT PLANNING	1	\$125,000.00	\$125,000.00

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

Application Review Comments

Comment By Aviance Webb

Comment Type	FTA Post Review Comments for Grantee
Date	8/4/2020
Comment	1. Please verify page number(s) of planning activities in attached UPWP. Or attach page that corresponds to requested activities within the application. 2. Please remove JARC Scope Code and related Operating activities. Place these activities and funding amounts under the 100% Operating Assistance Scope.

Comment By	Aviance Webb
Comment Type	FTA Post Review Comments for Grantee
Date	8/6/2020
Comment	The end date is stated in the executive summary as September 30, 2022 which is inconsistent with the end date specified in TrAMS and the table on the top of the grant's view print. Please update the date in the executive summary to match.

Application Review Comments

Comment By	Boyd Melton
Comment Type	Application Details
Date	8/10/2020
Comment	NOTE to TA -- As PAA has been selected a task will be generated in TrAMS after award requesting an Initial FFR prior to execution of the grant.

Part 6: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-26, October 1, 2019)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(26), October 1, 2019, <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: Hattiesburg, City Of

Recipient ID: 1108

DUNS No: 079448130

Award Information

Federal Award Identification Number: MS-2020-008-00

Award Name: CARES Act Sec 5307 for Hub City Transit Ops, Para, & Planning; Hattiesburg, MS

Award Start Date: 8/12/2020

Original Award End Date: 3/30/2025

Current Award End Date: 3/30/2025

Award Executive Summary: This is a FFY 2020 Section 5307 Application in the amount of \$3,050,370 (100% Federal Share). This application utilizes CARES Act funding to help respond to and recover from the COVID-19 pandemic. Governor Tate Reeves issued Executive Order No. 1466 declaring a State of Emergency in response to COVID-19 on April 1, 2020. The application is for ongoing operations for fixed route service, the Hattiesburg Job Access and Reverse Commute (JARC) Program, and paratransit service; and for planning assistance to develop a Transit Master Plan. Operating assistance will cover service from January 20, 2020 through September 30, 2020; as well as for FY 2021—October 1, 2020 through September 30, 2021; and FY 2022—October 1, 2021 through September 30, 2022.

This grant will fund (1) project for Operating Assistance (including fixed route service and the JARC Program), (1) project for ADA Paratransit Operating Expenses, and (1) project for Planning Assistance.

1. Operating Assistance
2. ADA Paratransit Operating Expenses
3. Planning Assistance

The start date is January 20, 2020 and the end date is March 20, 2025. The City of Hattiesburg is the Direct Recipient. This application is consistent with the apportionment made available in the split allocation letter dated April 3, 2020 which is attached to this application.

Other FTA grants used to fund operating assistance:

1. Grant application # 2017-010-00, ALI 30.90.01. The total amount is \$492,814 (\$246,407 federal and \$246,407 local match).
2. Grant application # 2017-006-01, ALI 30.90.01. The total amount is \$2,371,280 (\$1,185,640 federal and \$1,185,640 local match).
3. Grant application # 2019-009-00, ALI 30.90.01. The total amount is \$1,200,000 (\$600,000 federal and \$600,000 local match).
4. Grant application # MS-90-X093-00, ALI 30.09.05. The total amount is \$367,964 (\$183,982 federal and \$183,982 local match).

This project has neither applied for nor received funding from FEMA or any other Federal Agency. Neither FEMA nor other Federal Agency funds have been received for transit-related projects. City of Hattiesburg/Hub City Transit agrees that if it receives Federal funding from Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different Federal agency, or insurance proceeds for any portion of a project activity approved for FTA funding under this Grant Agreement, it will provide written notification to FTA, and reimburse FTA for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company.

The recipient does not plan to request a waiver through the Emergency Relief Docket.

The Operational Expenses requested in this application were determined by a review of past Operational Expenses. Hub City Transit understands that the expenses requested in this application are subject to review for their reasonableness as part of the agency's next Triennial/State Management Review.

Insurance is non-applicable for this project.

No capital items are included in the grant application.

City of Hattiesburg/Hub City Transit will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance).

City of Hattiesburg/Hub City Transit will ensure contractors procured will not be on the FTA Suspension and Debarment List.

This project only includes operating expenses that do not include substantial functional, location, or capacity changes to the asset or system. Therefore, no additional TIP/STIP documentation is needed.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$3,050,370.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$3,050,370.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$0.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$3,050,370.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$0.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$3,050,370

Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$3,050,370

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Review Decision: DOL Concurs - Certified
Original Certification Date: 8/12/2020

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Yvette Taylor
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION

Contact Info: yvette.taylor@dot.gov
Award Date: 8/12/2020

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:
Toby Barker
Mayor
Hattiesburg, City Of
8/13/2020



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, September 8, 2020

Re: Ratify and confirm the Mayor's appointment of Michael G. Dickerson (W5) to the Hattiesburg Planning Commission to fill the unexpired term of Charlene Allshouse beginning September 8, 2020 and ending May 12, 2021.
File Number: 2020-638
Minute Book #

Summary

Planning Commission Appointment - Michael G. Dickerson (W5)

Recommendation Statement

Ratify and confirm the Mayor's appointment of Michael G. Dickerson (W5)

Please place this on the September 8, 2020 City Council meeting for consideration.

July 6, 2020

Toby Barker

Mayor City of Hattiesburg

Hattiesburg, Ms. 39401

Re: Resignation from Hattiesburg Planning Commission

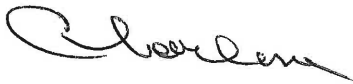
Dear Toby,

Due to personal reasons, I'm resigning my position as a commissioner for Ward 5 effective July 15, 2020.

It has been my pleasure to serve with a great team of commissioners and planning department staff. Thank you for submitting me for this position almost 2 years ago! It has surely been a learning experience for me.

Thanks for all you do to push our Hattiesburg in the right direction! Wishing the city much success in the future.

Sincerely,



Charlene Allshouse,

1055 Poplar Rd., Hattiesburg, Ms. 39401

Cc: Ann Jones, Chief Administrative Officer

Ginger Lowery, AICP Planning Manager

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION Hattiesburg Planning Commission

TERM OF OFFICE 5 years PERIOD September 8, 2020 through May 12, 2021

TERM EXPIRED: _____ OR RESIGNED: X LETTER ATTACHED: X

REPLACES Charlene Allshouse

NAME OF PROPOSED APPOINTEE Michael G. Dickerson

ADDRESS 20 Saint Andrews Circle

HOME PHONE NUMBER (601) 447-0215 WARD Ward 5

PLACE OF EMPLOYMENT HORNE

EMPLOYMENT ADDRESS 15 Thompson Park Suite 10

EMPLOYMENT PHONE NO: 601-268-1040 POSITION: Senior Manager, Government Services

PERSON CONTACTED BY Mayor DATE: 8-28-2020

AGREED TO SERVE: X DECLINED: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, September 8, 2020

Re: Ratify and confirm the Mayor's reappointment of Mary Halliwell (W4) to the Historic Conservation Commission for a 5year term beginning June 25,2020 and ending June 24, 2025
File Number: 2020-640
Minute Book #

Summary

Historic Conservation Commission Reappointment - Mary Halliwell (W4)

Recommendation Statement

Ratify and confirm the Mayor's appointment of Mary Halliwell (W4)

Please place this on the September 8, 2020 City Council meeting for consideration.

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION Hattiesburg Historic Conservation Commission

TERM OF OFFICE 5 years PERIOD June 25, 2020 through June 24, 2025

REPLACES Re-appointment

NAME OF PROPOSED APPOINTEE Mary Halliwell

ADDRESS 515 Walnut Street

HOME PHONE NUMBER (Cell) 601-408-3610 WARD Ward 4

PLACE OF EMPLOYMENT _____

EMPLOYMENT ADDRESS _____

EMPLOYMENT PHONE NO: _____ POSITION _____

PERSON CONTACTED BY Russell Archer, Historic Preservation Planner DATE August 2020

AGREED TO SERVE Yes



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk, Wiley Quinn, Code Enforcement Division Manager

Date: Tuesday, September 8, 2020

Re: Ratification of Release of Lien documents filed in relation to Code Enforcement clean-up assessments
File Number: 2020-599
Minute Book #

Summary

Ratification of Release of Liens 9 8 2020

Recommendation Statement

I recommend the ratification of the release of lien documents for the properties on the attached list.

Please place this on the September 8, 2020 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

TO: Mayor and City Council

FROM: Wiley Quinn, Code Enforcement Division Manager

DATE: September 8, 2020

RE: Ratification of Release of Lien Documents

Request for ratification of the release of lien documents for the following properties:

PROPERTY OWNER'S NAME	PROPERTY ADDRESS	PPIN	BOOK NUMBER/PAGE NUMBER OF THE ADJUDICATION TO BE RELEASED	NOTE
Mitchell Lee	201 S. 23rd Avenue	16582	1316/363-364	Payment received 2019-147 \$2,668.50
Nathaniel & Felicia Hibbler	222 Dossett Avenue	27425	1318/609-610	Payment to Forrest County 2019-216 \$287.00
Alcus & Ashley Hudson	441 W. 4th Street	14453	1316/271-272	Payment received 2019-81 \$125.00

PROPERTY OWNER'S NAME	PROPERTY ADDRESS	PPIN	BOOK NUMBER/PAGE NUMBER OF THE ADJUDICATION TO BE RELEASED	NOTE
Nathaniel & Felicia Hibbler	547 W. 4th Street	14468	1307/205-206	Payment received 2019-51 \$119.51
Robert Lee & Etal Posey c/o Hattiesburg Area Habitat	702 Greely Street	22076	1332/737-738	Payment received 2020-40 \$195.00
Adam Stringer	2203 Quinn Street	22798	1341/539-540	Payment received 2020-165 \$538.05
Parish Investments LLC	3604 Peach Street	24162	1307/221-222	Payment received 2019-60 \$103.25
Parish Investments LLC	3607 Peach Street	24153	1307/227-228	Resolution Correction 2019-62

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	July 10, 2019
BOOK:	1316
PAGE:	363-364
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$2,668.50
NAME:	Mitchell Lee

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

201 S. 23rd Avenue

Legal Description:

LT 1 & 2 BLK 12 HATTIESBURG HEIGHTS 4TH SURVEY B 669 P 121 4/1/92

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 20_____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	August 8, 2019
BOOK:	1318
PAGE:	609-610
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$287.00
NAME:	Nathaniel & Felicia Hibbler

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

222 Dossett Avenue

Legal Description:

Section 21, Township 4 N Range 13 W beg, 70 feet North SW cor. SW ¼ Ne ¼ Ne ¼ run North 55 ft. East 102 ft South 55 ft W 102 ft. to beg. City of Hattiesburg

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 20_____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG,
having previously filed a Resolution as a result of code enforcement action against certain
property in the following location:

DATE FILED:	July 10, 2019
BOOK:	1316
PAGE:	271-272
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$125.00
NAME:	Alcus & Ashley Hudson

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and
satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to
enter satisfaction and certificate of payment in full upon said instrument and that this order be
recorded in the records of said County as is provided by law.

441 W. 4th Street

Legal Description:

A part of Lot 2 in Block 171, according to the Crittenden Survey of the City of Hattiesburg, Forrest County, Mississippi, and described as commencing at the Southeast corner of the said Lot 2 and run West on the North side of 4th Street 60 feet for a Point of Beginning; thence run North 220 feet; more or less to the Right-of-Way of the Mississippi Central Railroad, thence Westward along the South side of the said Right-of-Way 75 feet to the land sold to Mr. Green, thence South along the boundary line of the said Mr. Green's land 2258 feet, more or less to 4th Street, thence run east along the North side of 4th Street 75 feet to the Point of Beginning; together with all improvements ; located thereon, and appurtenances thereunto belonging, this property is known as Municipal Number 441 West 4th Street; together with all improvements and appurtenances thereunto belonging.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of
____, 20____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	March 13, 2019
BOOK:	1307
PAGE:	205-206
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$119.51
NAME:	Nathaniel & Felicia Hibbler

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

547 W. 4th Street

Legal Description:

A part of Lot Four (4) One Hundred Seventy-One (171) of the Crittenden Survey of the City of Hattiesburg, Forrest County, Mississippi, particularly described as beginning at the South-west Corner of said Lot Four (4) of Block One Hundred Seventy-One (171) of the said Crittenden Survey of the City of Hattiesburg and run East 65 feet; thence North 100 feet; thence West 65 feet; thence South 100 feet to the point of beginning, together with all buildings and appurtenances thereunto belonging.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 20____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	February 26, 2020
BOOK:	1332
PAGE:	737-738
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$195.00
NAME:	Robert Lee & Etal Posey c/o Hattiesburg Area Habitat

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

702 Greely Street

Legal Description:

Lot 14 of Block 5 of the McInnis, Mitchell, and Longre Subdivision of the said City of Hattiesburg, Mississippi.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 20____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	July 10, 2020
BOOK:	1341
PAGE:	539-540
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$538.05
NAME:	Adam Stringer

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

2203 Quinn Street

Legal Description:

Lot 137 Park Haven (Parkhaven) North Subdivision, Forrest County, Mississippi, as per official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 20____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	March 13, 2019
BOOK:	1307
PAGE:	221-222
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$103.25
NAME:	Parish Investments LLC

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

3604 Peach Street

Legal Description:

The West 18 feet of Lot 8 and the East 72 feet of Lot 9 in Block 2 of the Sunny Acres Subdivision, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 20_____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	March 13, 2019
BOOK:	1307
PAGE:	227-228
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$103.25
NAME:	Parish Investments LLC

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

3607 Peach Street

Legal Description:

The East 80 feet of Lot No. 5 in Block 1 of Sunny Acres Subdivision of the City of Hattiesburg, Forrest County, Mississippi, according to the official map or plat of said subdivision on file in Plat Book 8 at Page 40 of the records in the office of the Chancery Clerk of Forrest County, Mississippi

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 20____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Cecilia Jones

cc: Kermas Eaton, City Clerk

Date: Tuesday, September 8, 2020

Re: Acknowledge receipt of Privilege Tax License Monthly Reports for July and August 2020.
File Number: 2020-619
Minute Book #

Summary

Acknowledge receipt of Privilege Tax License Monthly Reports for July and August 2020.

Recommendation Statement

Recommend acknowledgment of receipt of Privilege Tax License monthly reports for July and August 2020.

Please place this on the September 8, 2020 City Council meeting for consideration.

PRIVILEGE LICENSE MONTHLY REPORT

07/01/2020 TO 07/31/2020

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-01-20-017865	\$45.00		YOUR TAX PRO 6204 HWY 49 N HATTIESBURG MS 39402
LIC-02-20-018123	\$45.00		ENCORE REHABILITATION INC 710 WILLIAM CAREY PKWY HATTIESBURG MS 394015461
LIC-03-19-015537	\$45.00		ANJAH AND ASSOCIATE TAX 2619 LINCOLN RD HATTIESBURG MS 39401
LIC-03-19-015538	\$45.00		KARING HANDS PERSONAL CARE P.O. BOX 130 COLUMBIA MS 39429
LIC-03-19-015607	\$55.00		ALBERT & ROBINSON ARCHITECTS, PLLC 514 N MAIN ST HATTIESBURG MS 39401
LIC-04-18-012754	\$48.00		PHARMACY PLUS, INC. 115 SOUTH 40TH AV HATTIESBURG MS 39402
LIC-05-20-018575	\$225.00		TRIBLE'S INC. 16200 QUEENS CT UPPER MALLBORO MD 20774
LIC-05-20-018627	\$45.00		THE GENTRY 4600 HARDY ST STE 24 HATTIESBURG MS 39401
LIC-05-20-018674	\$30.00		ROOSEVELTS HONEST DETAIL PHASE II 1110 HARDY ST HATTIESBURG MS 39401
LIC-05-20-018693	\$45.00		MICHAEL ANTHONY'S 903 W SCOBA ST HATTIESBURG MS 39401
LIC-05-20-018708	\$55.00		LASER MANIA 905 HARDY ST HATTIESBURG MS
LIC-06-19-016144	\$55.00		THE SALAD STATION USM, LLC 104 S 30TH AV HATTIESBURG MS 39401
LIC-06-20-018778	\$45.00		HERRINGTON CHIROPRACTIC 423 WEATHERSBY ROAD STE 110 HATTIESBURG MS 39402
LIC-06-20-018792	\$45.00		PAGE FAMILY & SPORT CHIROPRACTIC 423 WEATHERSBY RD STE 120 HATTIESBURG MS 39402
LIC-06-20-018903	\$45.00		SIMPLY CHIC BY FETICHE BOUTIQUE 163 TURTLE CREEK DR STE 160 HATTIESBURG MS 39402
LIC-07-20-018993	\$45.00		STRAIGHT EDGE BARBER SHOPPE 16 ATWATER LUMBERTON MS 39455

LIC-07-20-019044	\$20.00	ICCY'S T-SHIRTS & BOUTIQUE 111 COLEMAN AV HATTIESBURG MS 39401
LIC-07-20-019055	\$20.00	WINDHAM ADMINISTRATIVE ASSISTANT & SUPPORT PROGRAM 1906 EDWARDS ST HATTIESBURG MS 39401
LIC-07-20-019085	\$20.00	SK ROYAL PALACE 20 ANNIE CHRISTIE DR HATTIESBURG MS 39401
LIC-07-20-019098	\$20.00	BRIOR SECRETS 128 BROOKWOOD LN HATTIESBURG MS 39401
LIC-07-20-019127	\$20.00	STEWART & SONS PLUMBING 801 SUNRISE ROAD PETAL MS 39465
LIC-07-20-019131	\$20.00	KITTY'S FANTASIES 208 GORDON ST HATTIESBURG MS
LIC-07-20-019142	\$20.00	LET'S TALK KURVY 7 PICKENS COVE HATTIESBURG MS 39401
LIC-07-20-019147	\$20.00	DRIPPIN IN GLAM BY VEE 1923 RAMBLING ROSE LN HATTIESBURG MS 39402
LIC-07-20-019148	\$45.00	VIEWPOINT EYECARE 102 N 38TH AV STE H HATTIESBURG MS 39401
LIC-07-20-019203	\$20.00	INSTANT DELIVERY 6264 HWY 49 APT B 107 HATTIESBURG MS 39401
LIC-07-20-019218	\$20.00	HUB CITY LAUNDRY 1000 HARDY ST HATTIESBURG MS 39401
LIC-07-20-019219	\$90.00	HUB CITY LAUNDRY 4219 LINCOLN ST HATTIESBURG MS 39402
LIC-07-20-019220	\$20.00	DEVYNE 29 PARK PLACE APT 1208 HATTIESBURG MS 39402
LIC-07-20-019221	\$20.00	ELEGANT INSPIRATIONS 6264 HWY 49 APT B107 HATTIESBURG MS 39401

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\$1,293.00

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-07-20-018994	\$30.00		VITAL CARE COMPOUNDER 4001 O'FERRAL STREET HATTIESBURG MS 39402-
LIC-07-20-018995	\$20.00		DABBS PHOTOGRAPHY 85 ST ANDREWS HATTIESBURG MS 39401
LIC-07-20-018996	\$20.00		ORAL & FACIAL SURGERY CENTER 811 S 28TH AVENUE HATTIESBURG MS 39402

LIC-07-20-018997	\$20.00		HUB CITY FASHIONS 4600 HARDY ST STE 19 HATTIESBURG MS 39402
LIC-07-20-018998	\$105.00		KENTUCKY FRIED CHICKEN #58 PO BOX 2906 LAUREL MS 39442
LIC-07-20-018999	\$20.00		BURGER KING #4673 6517 HIGHWAY 49 HATTIESBURG MS 39401
LIC-07-20-019001	\$30.00		SMOOTHIE KING #641 3705 HARDY ST STE 30 HATTIESBURG MS 39402
LIC-07-20-019002	\$280.00		VENDONE 85 SAINT ANNES HATTIESBURG MS 39401-
LIC-07-20-019003	\$20.00		NEW ASIAN EXPRESS INC 5004 LINCOLN RD STE 10 HATTIESBURG MS 39402
LIC-07-20-019004	\$1,200.00		PROBUILD COMPANY LLC 74 LIBERTY PLACE HATTIESBURG MS 39402
LIC-07-20-019006	\$50.00	\$6.00	INFINITY BICYCLES HB INC 4700 HARDY ST HATTIESBURG MS 39402
LIC-07-20-019008	\$36.00		MACK GRUBBS HYUNDAI LLC 6507 HIGHWAY 98 HATTIESBURG MS 39402-
LIC-07-20-019009	\$20.00		J. OLIVE CO. HATTIESBURG, LLC 106 AZALEA ST MADISON MS 39110
LIC-07-20-019010	\$20.00		PRIDESTAFF 5910 HIGHWAY 49 5 HATTIESBURG MS 39401
LIC-07-20-019011	\$20.00		SHEAR ENVY 4002 O'FERRALL ST STE A HATTIESBURG MS 39402
LIC-07-20-019012	\$20.00		THE EXECUTIVE TEAM, INC 118 LAMAR BOULEVARD STE 10 HATTIESBURG MS 39402-
LIC-07-20-019013	\$20.00		GILLILAND ELECTRONICS SUPPLY CO. PO BOX 2052 HATTIESBURG MS 394032052
LIC-07-20-019014	\$30.00		FIRST HERITAGE CREDIT LLC 3317 HARDY STREET STE 50 HATTIESBURG MS 39401
LIC-07-20-019015	\$20.00		HARRY E. GOZA, JR. 814 S 28TH AVENUE HATTIESBURG MS 39402
LIC-07-20-019016	\$50.00		STOKES DISTRIBUTING CO. INC. 12 STOKES DR HATTIESBURG MS 394019084
LIC-07-20-019017	\$20.00		INTERPINE LLC 3702 HARDY STREET 2 HATTIESBURG MS 394040000
LIC-07-20-019018	\$20.00		PINE BELT CHIROPRACTIC INC 117 THORNHILL DRIVE HATTIESBURG MS 39402-

LIC-07-20-019019	\$30.00	LADY LUCK TATTOO 6230 HIGHWAY 49 N HATTIESBURG MS 39401
LIC-07-20-019020	\$90.00	4TH STREET CAR WASH 3810 W 4TH STREET HATTIESBURG MS 39401
LIC-07-20-019021	\$30.00	LAVISH 3002 HARDY ST STE 130 (MIDTOWN) HATTIESBURG MS 39402
LIC-07-20-019022	\$20.00	MONOGRAM HUT FRANCHISING INC 43 TURTLE CREEK DRIVE HATTIESBURG MS 39402-
LIC-07-20-019023	\$20.00	PALADIN SYSTEMS LLC 6086 US HWY 98 STE 2 HATTIESBURG MS 39402
LIC-07-20-019024	\$30.00	ADVANTAGE PROMOTIONAL SYSTEMS, INC . 5219 OLD HIGHWAY 11 HATTIESBURG MS
LIC-07-20-019025	\$20.00	CARRIGEE CONSULTING LLC 1017 POAR RD HATTIESBURG MS 39401
LIC-07-20-019026	\$20.00	THE GOLD PLACE 3801 W 4TH STREET HATTIESBURG MS 39401-
LIC-07-20-019027	\$0.00	1ST DENTAL, LLC 313 SOUTH 40TH AV HATTIESBURG MS 39402
LIC-07-20-019029	\$20.00	SMILES BY BIGELOW 4301 LINCOLN ROAD HATTIESBURG MS 39402-
LIC-07-20-019030	\$20.00	EZ CASH 8601 DUNWOODY PLACE 406 ATLANTA GA 33035
LIC-07-20-019031	\$20.00	CASH COW 8601 DUNWOODY PLACE 406 ATLANTA GA 30350-
LIC-07-20-019032	\$30.00	HALLIWELL, D. H. 314 S 25TH AV HATTIESBURG MS 394010000
LIC-07-20-019033	\$54.00	KEITHCO PETROLEUM, INC. 7048 HIGHWAY 49 HATTIESBURG MS 394020000
LIC-07-20-019034	\$20.00	P AND R COSMETIC ALLIANCE, LLC 421 S 28TH AVENUE 110 HATTIESBURG MS 39401-
LIC-07-20-019035	\$45.00	SONIC OF HATTIESBURG #2 5895 HIGHWAY 49 HATTIESBURG MS 39401
LIC-07-20-019036	\$30.00	SMART START COMMUNITY SCHOOL, LLC 412 J. C. KILLINGSWORTH DR HATTIESBURG MS 39401
LIC-07-20-019037	\$30.00	GREENBRIAR DIGGING SERVICE, LP 681 DENTON TRAIL NW BROOKHAVEN MS 39601-
LIC-07-20-019039	\$250.00	ENGLISH COLOR & SUPPLY, LLC 110 LUNDY LANE HATTIESBURG MS 39401-

LIC-07-20-019040	\$105.00		HATTIESBURG CARS, LLC 1620 W PINE STREET HATTIESBURG MS 39401
LIC-07-20-019041	\$1,840.00		THE HOME DEPOT #2905 4100 O'FERRELL STREET HATTIESBURG MS 39402
LIC-07-20-019042	\$30.00		JOHN C. NELSON 406 HEMPHILL STREET HATTIESBURG MS 394010000
LIC-07-20-019043	\$20.00	\$3.20	CHANGING LOOKS HAIR SALON 2525 LINCOLN RD STE C HATTIESBURG MS 39402
LIC-07-20-019049	\$30.00		FRONT PORCH BARBECUE & SEAFOOD 39 CANEBRAKE BLVD HATTIESBURG MS 39402
LIC-07-20-019050	\$30.00		TREMONT AT 22 APARTMENTS, LLC 585 BOYLSTON ST 4TH FLR, STRATFORD M BOSTON MA 02116
LIC-07-20-019051	\$20.00		MEDICAL ANALYSIS 6335 HWY 49 50 HATTIESBURG MS 39403
LIC-07-20-019052	\$20.00		LULU SWEETS & MORE ICE CREAM TRUCK 600 WILLIAMS ST HATTIESBURG MS 39401
LIC-07-20-019053	\$30.00		THE FIRST NATIONAL BANK OF SOUTH MISSISSIPPI PO BOX 15549 HATTIESBURG MS 394040000
LIC-07-20-019054	\$20.00		GRID SOURCE 2808 EDWARDS ST HATTIESBURG MS 39401
LIC-07-20-019056	\$20.00		AMERICAN DELI 1000 TURTLE CREEK DRIVE HATTIESBURG MS 39402-
LIC-07-20-019059	\$54.00		JUDE & JUDE, PLLC PO BOX 17468 HATTIESBURG MS 394047468
LIC-07-20-019060	\$80.00		WIS-PAK OF HATTIESBURG, LLC 2 W.L. RUNNELS INDUSTRIAL DRIVE HATTIESBURG MS 39401-
LIC-07-20-019062	\$20.00	\$3.20	ANGEL ACADEMY LEARNING CENTER 6080 HWY 49 S HATTIESBURG MS 39401-
LIC-07-20-019063	\$20.00		HATTIESBURG TRANSPORTATION SERVICES 102 LINDEN CT HATTIESBURG MS 39401
LIC-07-20-019064	\$40.00		MOORE'S BICYCLE SHOP 1607 HARDY ST STE C HATTIESBURG MS 39401
LIC-07-20-019065	\$20.00		PLATINUM STYLES 1412 W 7TH STREET HATTIESBURG MS
LIC-07-20-019066	\$20.00		ROSIE'S ICE CREAM 223 LYNNWOOD CIR HATTIESBURG MS 39402
LIC-07-20-019067	\$20.00		QUALITY TAXES 1507 HARDY STREET STE 201 HATTIESBURG MS 39402

LIC-07-20-019068	\$50.00		QUEST PHARMACY, INC 602 ADELINE STREET STE E HATTIESBURG MS 39401
LIC-07-20-019069	\$30.00		SMITH PETROLEUM, INC. 6415 HIGHWAY 49 N HATTIESBURG MS 39401
LIC-07-20-019070	\$51.00		DERMATOLOGY CLINIC OF H'BURG P.A. 415 S. 28TH AVENUE CIRCLE HATTIESBURG MS 39401
LIC-07-20-019071	\$20.00		PEACE OF MIND 803 ARLEDGE STREET HATTIESBURG MS 39401-
LIC-07-20-019072	\$30.00		HATTIESBURG CLINIC, P.A. PSYCHIATRY LINCOLN CENTER 415 S 28TH AV HATTIESBURG MS 39401
LIC-07-20-019073	\$30.00		HATTIESBURG CLINIC P A - HYPERTENSION CENTER 7 MEDICAL BOULEVARD HATTIESBURG MS 39401-
LIC-07-20-019074	\$30.00	\$3.60	EMERGENCY VETS 107 FAIRFIELD DR STE 60 HATTIESBURG MS 39402
LIC-07-20-019075	\$20.00		ESSARY HEATING & A/C, INC. 60 ESSARY LANE SEMINARY MS 39479
LIC-07-20-019077	\$20.00	\$2.20	WATSON, PERCY W . ATTORNEY PO BOX 1767 HATTIESBURG MS 394030000
LIC-07-20-019078	\$42.00	\$7.56	W. A. WARREN CONSTRUCTION CO.INC. PO BOX 483 HATTIESBURG MS 394030483
LIC-07-20-019079	\$20.00		WILLIAMS SERVICE 169 W CANEBRAKE BOULEVARD HATTIESBURG MS
LIC-07-20-019080	\$150.00		PETAL ANIMAL MEDICAL CLINIC, PLLC 3422 HARDY ST HATTIESBURG MS 39402
LIC-07-20-019081	\$200.00		OWL DRUG STORE 2 MEDICAL BOULEVARD HATTIESBURG MS
LIC-07-20-019082	\$75.00		ENT ASSOCIATES OF HATTIESBURG 415 S 28TH AVENUE HATTIESBURG MS 394010000
LIC-07-20-019083	\$96.00		HATTIESBURG CLINIC PA -CONNECTIONS/PHY & COUNSELING 102 MEDICAL PARK HATTIESBURG MS 39401
LIC-07-20-019084	\$39.00		HATTIESBURG CLINIC, PA -WEIGHT MANAGEMENT 415 S 28TH AV ATTN : ACCOUNTING HATTIESBURG MS 394017283
LIC-07-20-019086	\$20.00		AUTO LOCATORS & SALES INC 6384 HWY 98 HATTIESBURG MS 39402-
LIC-07-20-019087	\$30.00		TRUSTMARK NATIONAL BANK 248 E. CAPITOL ST STE 517 HATTIESBURG MS 394020000

LIC-07-20-019088	\$150.00		TRUSTMARK NATIONAL BANK 248 E. CAPITOL ST STE 517 JACKSON MS 392011071
LIC-07-20-019089	\$40.00		DA REMIX FURNITURE P.O. BOX 752390 MEMPHIS TX 38175
LIC-07-20-019090	\$30.00		TRUSTMARK NATIONAL BANK 3112 HARDY ST HATTIESBURG MS 39401
LIC-07-20-019091	\$30.00		TRUSTMARK NATIONAL BANK 104 MAYFAIR ROAD HATTIESBURG MS 39402
LIC-07-20-019092	\$30.00		TRUSTMARK NATIONAL BANK 951 BROADWAY DRIVE HATTIESBURG MS 39401
LIC-07-20-019093	\$20.00		PHILLIPS CAR CARE CENTER 80 RAWLS SPRINGS ROAD HATTIESBURG MS 39402-
LIC-07-20-019094	\$25.00		BREAZY'S BOUTIQUE LLC 6555 HWY 98 STE 21 HATTIESBURG MS 39402
LIC-07-20-019095	\$150.00		SOUTHERN EYE PHYSICIANS CENTER, LLC 1420 S 28TH AVENUE HATTIESBURG MS 394020000
LIC-07-20-019097	\$20.00	\$3.40	PRO ONE DETAILING 5779 HWY 42 BYPASS STE C HATTIESBURG MS 39401
LIC-07-20-019099	\$63.00		DIRT CHEAP 5912 HWY 49 N STE B HATTIESBURG MS 39402
LIC-07-20-019101	\$20.00		REAVES PURE WATER LLC 2320 EDDY STREET HATTIESBURG MS 39402
LIC-07-20-019102	\$20.00		JENE'S 6111 US HWY 49 S 100 HATTIESBURG MS 39401-
LIC-07-20-019103	\$30.00		BRINKLEY LAW FIRM, P.A. 608 W PINE ST HATTIESBURG MS 39401
LIC-07-20-019105	\$380.00		TREASURE HUNT PO BOX 1857 HATTIESBURG MS 394031857
LIC-07-20-019106	\$25.00		MOBILE ONE NET 5319 OLD HWY 42 BOULEVARD HATTIESBURG MS 39401
LIC-07-20-019107	\$285.00		MOBILE ONE NET 5319 OLD HWY 42 HATTIESBURG MS 39401
LIC-07-20-019108	\$30.00		ERMC, LLC 1000 TURTLE CREEK DR STE 290 HATTIESBURG MS 39402
LIC-07-20-019109	\$33.00		SECURAMERICA, LLC 1000 TURTLE CREEK DR 290 HATTIESBURG MS 39402
LIC-07-20-019110	\$20.00		STEWARTS CAMERA CENTER 103 THORNHILL DRIVE HATTIESBURG MS 394020000

LIC-07-20-019111	\$560.00		SHOE STATION 720 EXECUTIVE PARK DRIVE MOBILE AL 366060000
LIC-07-20-019112	\$45.00		BAKER & GRAHAM DENTAL 4216 LINCOLN RD HATTIESBURG MS 39402
LIC-07-20-019113	\$102.00		HATTIESBURG G.I. ASSOCIATES. PLLC 100 METHODIST BOULEVARD HATTIESBURG MS 394020000
LIC-07-20-019114	\$30.00		DIGESTIVE DISEASE CENTER OF H'BURG 100 METHODIST BOULEVARD HATTIESBURG MS 39402
LIC-07-20-019115	\$30.00		BOWMAN HEATING & AIR CONDITIONING PO BOX 1046 PETAL MS 39465
LIC-07-20-019116	\$54.00		COMMUNITY BANK-HATTIESBURG PO BOX 17617 HATTIESBURG MS 394047617
LIC-07-20-019117	\$20.00	\$4.20	UPPER CUTZ 1203 E HARDY ST HATTIESBURG MS 39401
LIC-07-20-019118	\$20.00	\$4.20	UPPER CUTZ 1203 E HARDY ST HATTIESBURG MS 39401
LIC-07-20-019119	\$93.00		PETCO #1572 4600 HARDY STREET STE 23A HATTIESBURG MS 39401
LIC-07-20-019121	\$20.00		AFFORDABLE AUTO CARE 100 64TH STREET HATTIESBURG MS 39401-
LIC-07-20-019122	\$150.00		E. CORNELL MALONE CORPORATION 910 SCOTT STREET HATTIESBURG MS 39401
LIC-07-20-019123	\$135.00		RAISING CANE'S 6800 BISHOP RD PLANO TX 750243549
LIC-07-20-019124	\$20.00	\$2.20	THE LAWN RANGER 3320 HARDY STREET HATTIESBURG MS 39401-
LIC-07-20-019126	\$20.00		MYERS CHILD CARE 1101 DABBS STREET HATTIESBURG MS 39401
LIC-07-20-019128	\$20.00		HATTIESBURG MEDICAL SUPPLY 1301 S 28TH AVENUE HATTIESBURG MS 39401
LIC-07-20-019129	\$20.00		WINGED-IT 207 S 40TH AVENUE HATTIESBURG MS 39402
LIC-07-20-019132	\$20.00		BUNNY DISCOUNT BREAD STORE 5096 HWY 42 HATTIESBURG MS 39401
LIC-07-20-019133	\$30.00		MANPOWER US INC. 100 MANPOWER PLACE ATTN : BUSINESS LAW MILWAUKEE WI 532120000
LIC-07-20-019134	\$20.00		BOX DROP MATTRESS HATTIESBURG 712 BARTUR ST HATTIESBURG MS 39401

LIC-07-20-019135	\$20.00		COLE'S REMODELING LLC 121 RD HARTFIELD ROAD PURVIS MS 39475-
LIC-07-20-019143	\$20.00		KALEXANT BOUTIQUE 100 BARNES CIR HATTIESBURG MS 39401
LIC-07-20-019144	\$20.00		EDWARD JONES PO BOX 66528 ATTN: BRANCH TAX 28659 ROAD ST LOUIS MO 631666528
LIC-07-20-019149	\$20.00		AA ELECTRIC, LLC 106 CHESTERFIELD ROAD HATTIESBURG MS 394020000
LIC-07-20-019150	\$30.00		EDWARDS ELECTRIC SERVICE,LLC PO BOX 4277 MERIDIAN MS 393040000
LIC-07-20-019152	\$20.00		KONE, INC. 3421 HARDY STREET HATTIESBURG MS 39401
LIC-07-20-019153	\$30.00		NEUROLOGY ASSOCIATES 5003 HARDY STREET STE 400 HATTIESBURG MS 39402-
LIC-07-20-019154	\$93.00		UNICARE RX, INC. 124 WALNUT STREET HATTIESBURG MS 39401
LIC-07-20-019155	\$75.00		SOUTHERN FINANCIAL SYSTEMS, INC. 2603 OAK GROVE RD STE B HATTIESBURG MS 39402-
LIC-07-20-019156	\$48.00		LITTLE CAESARS OF HATTIESBURG 3602 HARDY STREET HATTIESBURG MS 39401
LIC-07-20-019157	\$20.00		BAGGETT PLUMBING CO. 317 RALPH RAWLS ROAD HATTIESBURG MS 39402
LIC-07-20-019158	\$30.00	\$4.50	SIMPLY the BEST KARE, LLC 602 ADELINE ST STE D1, D2 & D3 HATTIESBURG MS 39401
LIC-07-20-019159	\$20.00	\$2.20	PLAN HOUSE PRINTING & GRAPHICS LLP 1 CHURCHHILL STREET HATTIESBURG MS 39401
LIC-07-20-019160	\$36.00		ALL BRANDS FOODS INC. 76 RAWLS SPRINGS LOOP ROAD HATTIESBURG MS 39401
LIC-07-20-019161	\$700.00		ALL BRANDS FOODS INC. 76 RAWLS SPRINGS LOOP ROAD HATTIESBURG MS 39401
LIC-07-20-019162	\$20.00		ELWOOD STAFFING SERVICES INC 560 WEATHERSBY RD STE 180 HATTIESBURG MS 39402-
LIC-07-20-019164	\$20.00		S & B CONSTRUCTION GROUP, LLC 8740 E 30TH STREET INDIANAPOLIS IN 46219-
LIC-07-20-019165	\$20.00		UAR DIRECT LLC 5110 HWY 49 S HATTIESBURG MS 39401-
LIC-07-20-019166	\$20.00		DA REMIX 215 BROADWAY DR STE 80 HATTIESBURG MS 39401

LIC-07-20-019174	\$20.00		ULTIMATE NAILS 3901 HARDY STREET 10 HATTIESBURG MS
LIC-07-20-019175	\$20.00		EL JAROCHO 301 BROADWAY DR HATTIESBURG MS 39401
LIC-07-20-019176	\$20.00		TOTAL EQUIPMENT MAINTENANCE CO. INC 7385 HWY 483 LENA MS 39094-
LIC-07-20-019177	\$20.00		BRIGHTER HORIZONS THERPY, LLC 77 ST. ANNES DR HATTIESBURG MS 39401
LIC-07-20-019178	\$20.00		RICHTON TIE AND TIMBER, LLC PO BOX 606 PETAL MS 39465-
LIC-07-20-019179	\$30.00		SAFELITE AUTO GLASS #5700 PO BOX 182000 COLUMBUS OH 43218-
LIC-07-20-019180	\$20.00		GULF COAST CARDS & SPORTS MEMORABIL 1000 TURTLE CREEK DRIVE STE 710 HATTIESBURG MS 39402-
LIC-07-20-019181	\$30.00		LANCE COMPUTER SYSTEMS INC 5296 OLD HWY 11 3 HATTIESBURG MS 39402
LIC-07-20-019184	\$30.00	\$3.60	DAIRY QUEEN GRILL AND CHILL 6370 US HWY 98 HATTIESBURG MS 39402
LIC-07-20-019186	\$30.00	\$3.60	DAIRY QUEEN 6442 CITY WEST PARKWAY STE 400 EDEN PRAIRIE MN 55344
LIC-07-20-019187	\$30.00		JIMMY JOHN'S #2857 129 WEDGEWOOD TRACE HATTIESBURG MS 39402-
LIC-07-20-019188	\$30.00		JIMMY JOHN'S GOURMET SANDWICHES 129 WEDGEWOOD TRACE HATTIESBURG MS 39402-
LIC-07-20-019189	\$20.00		MVP DETAIL 6409 HWY 98 W STE B HATTIESBURG MS 39402-
LIC-07-20-019190	\$20.00		HIDDEN SECRETS BOUTIQUE 308 N 40TH AV HATTIESBURG MS 39401
LIC-07-20-019191	\$30.00		U-HAUL COMPANY OF MISSISSIPPI 1301 W 7TH STREET HATTIESBURG MS 39401
LIC-07-20-019192	\$20.00		BELLSOUTH TELECOMMUNICATIONS LLC 300 S 40TH AVENUE HATTIESBURG MS 39402
LIC-07-20-019193	\$20.00	\$2.20	EDWARD JONES #82586 PO BOX 66719 ST. LOUIS MO 63166
LIC-07-20-019194	\$20.00		BEAUTY FIRST 2609 LINCOLN RD HATTIESBURG MS 39402
LIC-07-20-019195	\$20.00		FAMILY HEARING SERVICES, LLC 6380 HWY 98 STE 1 HATTIESBURG MS 39402

LIC-07-20-019196	\$93.00		HOME HEALTH CARE SYSTEMS, INC. 133 MAYFAIR ROAD HATTIESBURG MS 39402
LIC-07-20-019197	\$48.00		HOSPICE CARE OF MISSISSIPPI LLC PO BOX 380546 BIRMINGHAM AL 35238
LIC-07-20-019198	\$20.00		GO YOUNG FASHIONS 2 111 S 40TH AVENUE STE 10 HATTIESBURG MS 39402-
LIC-07-20-019199	\$30.00		EXECUTIVE INN 6595 HIGHWAY 49 HATTIESBURG MS 39401-
LIC-07-20-019200	\$30.00		ECONO LODGE 309 SOUTH 16TH AV N LAUREL MS 394400000
LIC-07-20-019201	\$20.00		SHOEMAKER PROPERTY MANAGEMENT LLC DBA 219 S 40TH AVENUE STE F HATTIESBURG MS 39402
LIC-07-20-019202	\$20.00		VOSS & ASSOCIATES, PLLC 22 MILLBRANCH ROAD 300 HATTIESBURG MS 39402
LIC-07-20-019204	\$20.00	\$2.80	CLARK ELECTRIC 188 ROY TUCKER RD HATTIESBURG MS 39401
LIC-07-20-019205	\$0.00	\$0.00	VICTOR J. ROBERTS ATTORNEY AT LAW PO BOX 608 HATTIESBURG MS 394030608
LIC-07-20-019206	\$20.00		HUB CITY INSURANCE 2803 PRINCE GEORGE RD HATTIESBURG MS 39402
LIC-07-20-019207	\$54.00		BELK SALON #670 2801 W TYVOLA RD CHARLOTTE NC 282174500
LIC-07-20-019208	\$1,840.00		BELK #670 1000 TURTLE CREEK DRIVE HATTIESBURG MS 39402
LIC-07-20-019210	\$20.00		A & R FARM & GARDEN 5367 OLD HIGHWAY 42 HATTIESBURG MS 39401-
LIC-07-20-019211	\$30.00		MS FIRE/FRED'S FIRE 500 CAMPBELL LOOP HATTIESBURG MS 39402
LIC-07-20-019212	\$20.00		J ALLEN PEGUES 20 COUNTRY CLUB LN HATTIESBURG MS 394020000
LIC-07-20-019213	\$30.00		SOUTHEASTERN ASPHALT & CONSTRUCTION CO LLC PO BOX 16748 HATTIESBURG MS 39404
LIC-07-20-019214	\$20.00		LEAMAN'S ANTIQUES 2103 W PINE STREET HATTIESBURG MS 39402
LIC-07-20-019215	\$20.00		WESTERN MOTEL UNIVERSITY 3501 HARDY STREET HATTIESBURG MS 39401
LIC-07-20-019216	\$20.00		TAYLOR RENTAL 4219 LINCOLN EXTENTION ROAD HATTIESBURG MS 394020000

LIC-07-20-019217	\$20.00		WINDHAM SIGNS 34 STONEFIELD DRIVE PURVIS MS 39475-3047
LIC-07-20-019222			ELEGANT INSPIRATIONS 6264 HWY 49 APT B107 HATTIESBURG MS 39401
LIC-07-20-019223	\$20.00	\$2.20	WAX ON WAX OFF 5597-C HWY 42 HATTIESBURG MS 39401
LIC-07-20-019224	\$99.00	\$11.88	BROOKDALE HATTIESBURG I 103 FOX CHASE DR HATTIESBURG MS 39402
LIC-07-20-019225	\$20.00	\$2.40	UNIVERSAL NAIL SALON 1204 HARDY ST HATTIESBURG MS 39401
LIC-07-20-019226	\$20.00		MUNN ENTERPRISES INC.(ELECTRICAL) 7712 HIGHWAY 49 N HATTIESBURG MS 39401-
LIC-07-20-019227	\$20.00		C & M TRANSMISSION, LLC 415 E PINE STREET HATTIESBURG MS 394010000
LIC-07-20-019228	\$20.00		AUTOMATIC FIRE PROTECTION, LLC 36060 AMANDA ROAD PEARL RIVER LA 70452-
LIC-07-20-019229	\$20.00		FG SUBWAY, INC 77 BIENVILLE TRC HATTIESBURG MS 39402
LIC-07-20-019230	\$20.00		HUB CITY GRAPHIX 404 MANDALAY DR HATTIESBURG MS 39402
LIC-07-20-019231	\$25.00		AMERICAN APPLIANCE PARTS & SUPPLY INC OF HATTIESBURG 6142 HWY 98 W HATTIESBURG MS 39402
LIC-07-20-019232	\$20.00		METRO MEDICAL 5268 OLD HWY 11 STE 1 & 2 HATTIESBURG MS 39402
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185	\$13,423.00	\$75.14	

Total Collection for July

New Licenses	\$1,293.00
Renewed Licenses	\$13,423.00
Penalties	\$75.14
Grand Total	\$14,791.14

PRIVILEGE LICENSE MONTHLY REPORT

08/01/2020 TO 08/31/2020

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-01-20-017975	\$45.00		HANG 2 WIN 9 WORTHINGTON HATTIESBURG MS 39402
LIC-01-20-017979	\$45.00		ZOOMERS 9 WORTHINGTON HATTIESBURG MS 39402
LIC-02-19-015309	\$45.00		RUSH LAW FIRM P.O. BOX 105 HATTIESBURG MS 39403
LIC-03-19-015562	\$40.00		EASTSIDE SOULFOOD RESTAURANT 522 EASTSIDE AV HATTIESBURG MS 39401
LIC-03-19-015563	\$7.50		EASTSIDE SOULFOOD RESTAURANT PO BOX 1554 HATTIESBURG MS 39403
LIC-03-20-018251	\$30.00		THE VILLAGE SALON 1084 RICHBURG RD HATTIESBURG MS 39402
LIC-03-20-018290	\$55.00		HAIR WORX 5268 OLD HWY 11 STE 9B HATTIESBURG MS 39402
LIC-03-20-018323	\$45.00		LICE CLINIC OF SOUTH MISSISSIPPI 6098 HWY 98 HATTIESBURG MS 39402
LIC-06-20-018741	\$45.00		CYPRESS OUTDOOR ADVERTISING, LLC 6504 HWY 98 STE F HATTIESBURG MS 39402
LIC-06-20-018842	\$45.00		EXCALIBUR VAPES 5268 OLD HWY 11 STE 10 HATTIESBURG MS 39401
LIC-06-20-018938	\$61.00		HUB CITY CREAMERY & HERSHEY ICE CREAM 4400 HARDY ST STE A 8-9 HATTIESBURG MS 39402
LIC-07-20-019005	\$45.00		NAIL DIVAS 2 SALON, LLC 2621 LINCOLN RD HATTIESBURG MS 39402
LIC-07-20-019007	\$45.00		MULLINS SPEECH THERAPY 623 NICOLANS DRIVE HATTIESBURG MS 39402
LIC-07-20-019046	\$45.00		ADCO METALS 5267 OLD HWY 11 HATTIESBURG MS 39402
LIC-07-20-019120	\$45.00		HATTIESBURG MEDICAL SUPPLY -WEST 6424 HWY 98 STE 20 HATTIESBURG MS 39402
LIC-07-20-019168	\$45.00		CHANDLER RESIDENTIAL COMPANY, LLC 92 INDUSTRIAL DR HATTIESBURG MS 39401

LIC-08-19-016511	\$26.67	GRAHAM'S ONE STOP SHOP 616 MOBILE ST HATTIESBURG MS 39401
LIC-08-19-016515	\$1.25	GRAHAM'S ONE STOP SHOP 616 MOBILE ST HATTIESBURG MS 39401
LIC-08-20-019250	\$20.00	TRENDI TOTS, LLC 3307 LUPER DR HATTIESBURG MS 39401
LIC-08-20-019260	\$20.00	QUALITY OF LIFE ASPIRATIONS 308 KIMBALL AV HATTIESBURG MS 39401
LIC-08-20-019278	\$20.00	NEW WAVE HAIR FETISH 208 GORDON ST J-55 HATTIESBURG MS 39401
LIC-08-20-019280	\$20.00	MAGEE LAWN CARE SERVICE, LLC 208 W 7TH ST HATTIESBURG MS 39401
LIC-08-20-019294	\$20.00	BMADDOX ENTERPRISES, LLC 5 WAVERLY CT HATTIESBURG MP 39402
LIC-08-20-019310	\$20.00	D & D CATERING SERVICE 2320 ARCADIA ST HATTIESBURG MS 39401
LIC-08-20-019319	\$20.00	ALL AROUND STYLEZ BOUTIQUE 123 COOPER ST HATTIESBURG MS 39401
LIC-08-20-019336	\$20.00	EXPLOSION 201 BLUE GABLE RD APT. 305 HATTIESBURG MS 39401
LIC-08-20-019341	\$20.00	BROWN EYEZ BOUTIQUE 613 BAXTER ST HATTIESBURG MS 39401
LIC-08-20-019345	\$20.00	EDDING-TONS OF ESTATE 3409 SOUTHAVEN DR HATTIESBURG MS 39402
LIC-08-20-019367	\$30.00	CHEINKA'S BEAUTY OF SALON/KUEEN KIRBY KOLLECTION 36 BARNHART LOOP HATTIESBURG MS 39401
LIC-08-20-019384	\$20.00	LAY D. COLLECTION 1312 RAMBLING ROSE LN HATTIESBURG MS 39402
LIC-08-20-019385	\$20.00	XTRA CURVE' 1312 RAMBLING ROSE LN HATTIESBURG MS 39402
LIC-08-20-019387	\$20.00	COLLUDIUM BREWERY LLC 2205 W 4TH HATTIESBURG MS 39401
LIC-08-20-019427	\$20.00	HAUTE DRIP COLLECTION 115 E SCOоба ST HATTIESBURG MS 39401
LIC-08-20-019460	\$20.00	FURIOUS STYLES 1122 MOBILE ST HATTIESBURG MS 39401
LIC-09-19-016921	\$30.00	PARADIGM 5315 OLD HWY 11 STE 1 HATTIESBURG MS 39402

35

\$1,076.42

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-07-20-019209	\$63.00		AMERICAN EAGLE OUTFITTERS #0194 1000 TURTLE CREEK DR 790 HATTIESBURG MS 394021147
LIC-08-19-016612	\$30.00		HATTIESBURG SURGERY CENTER 139 FAIRFIELD DRIVE HATTIESBURG MS 39403
LIC-08-20-019233	\$20.00	\$2.20	NUNEZ 416 BROAD STREET HATTIESBURG MS 39401
LIC-08-20-019234	\$45.00		SAKALARIOS, BLACKWELL, SIMS & SCHOCK, PLLC PO DRAWER 1858 HATTIESBURG MS 394031858
LIC-08-20-019235	\$20.00	\$2.60	PINEBELT ELECTRICAL HEAT & AIR 605 NORTH STREET HATTIESBURG MS 394010000
LIC-08-20-019236	\$30.00		BURGER KING #9037 1000 TURTLE CREEK DRIVE HATTIESBURG MS 39402
LIC-08-20-019237	\$20.00	\$2.60	PINEBELT ELECTRICAL HEAT & AIR 605 NORTH STREET HATTIESBURG MS 39401
LIC-08-20-019238	\$20.00		MAYFIELD HEATING & AIR PO BOX 1318 N PETAL MS 39465
LIC-08-20-019239	\$135.00		FINLO CONSTRUCTION CO. 1116 FINLO DRIVE HATTIESBURG MS 39401
LIC-08-20-019240	\$20.00		SCOTT SCHWARTZ, P. A. PO BOX 191 HATTIESBURG MS 394030000
LIC-08-20-019241	\$630.00		ENTERTAINMENT GROUP INC 111 VETERANS BOULEVARD STE 1546 METAIRIE LA 70005-
LIC-08-20-019242	\$20.00		YOUR CBD STORE 403 MAIN ST HATTIESBURG MS 39401
LIC-08-20-019243	\$30.00		MARTIN H. BAKER, JR. DDS 6504 HIGHWAY 98 STE G HATTIESBURG MS 39402
LIC-08-20-019245	\$40.00		TURNER SUPPLY COMPANY 7028 HIGHWAY 49 N STE A HATTIESBURG MS 39401-
LIC-08-20-019246	\$20.00		T & C COMPANY INC 616 CAMPBELL LOOP HATTIESBURG MS 394013044
LIC-08-20-019247	\$20.00		SOUTH 3002 HARDY ST STE 140 HATTIESBURG MS 39401
LIC-08-20-019248	\$30.00		SHIPLEY DONUTS 2011 HARDY STREET HATTIESBURG MS 394010000
LIC-08-20-019249	\$99.00		SOUTHERN SURGERY CENTER, LLC 3688 VETERAN MEMORIAL DRIVE STE 100 HATTIESBURG MS 39401-

LIC-08-20-019251	\$20.00		WORKNET 2000, INC P O BOX 1367 METAIRIE LA 70001-
LIC-08-20-019252	\$20.00		JCK ELECTRICAL, LLC 30 TRANQUILITY LN MOSELLE MS 39459
LIC-08-20-019253	\$30.00		KEENE, BAINE, SANDERSON, HAIGLER & EAVERTSON, PA 12 PROFESSIONAL PARKWAY HATTIESBURG MS 39402-
LIC-08-20-019254	\$63.00		GENERAL NUTRITION CORPORATION 1000 TURTLE CREEK DRIVE HATTIESBURG MS
LIC-08-20-019256	\$30.00		SMART START COMMUNITY SCHOOL LLC 2 183 OLD AIRPORT RD HATTIESBURG MS 39401
LIC-08-20-019259	\$20.00	\$2.20	SERENDIPITY 98 S 11TH AV HATTIESBURG MS 39401
LIC-08-20-019262	\$20.00		J B DENTAL LAB 2019 HARDY STREET HATTIESBURG MS 39401
LIC-08-20-019263	\$30.00		NUWAY AUTO SALES 2006 W PINE ST HATTIESBURG MS 39401
LIC-08-20-019264	\$20.00		FRAMES AND PANES 3416 HARDY STREET STE 100 HATTIESBURG MS 39401
LIC-08-20-019267	\$20.00		THE OAKS ICC 607 CORINNE ST STE A1 HATTIESBURG MS 39401
LIC-08-20-019268	\$30.00		LENNY'S SUB SHOP 3704 HARDY STREET HATTIESBURG MS 39401
LIC-08-20-019269	\$20.00		FAIRCHILD MOTORS #2 2011 W PINE ST HATTIESBURG MS 39401
LIC-08-20-019270	\$40.00		JOURNEYS #1103 1000 TURTLE CREEK DR STE 430 HATTIESBURG MS 39402
LIC-08-20-019271	\$10.00		POMANK VENTURES 500 KATIE AV HATTIESBURG MS 39401
LIC-08-20-019272	\$63.00		POMANK VENTURES 500 KATIE AV HATTIESBURG MS 39401
LIC-08-20-019273	\$20.00		LEE'S MAINTENANCE 1918 EDWARDS STREET HATTIESBURG MS 39401
LIC-08-20-019274	\$30.00		ASTHMA & ALLERGY CLINIC-HATT., PLLC 109 MILLSAPS DRIVE C HATTIESBURG MS 39402
LIC-08-20-019275	\$81.00		MCDONALD'S #10694 4900 HARDY STREET HATTIESBURG MS 39402
LIC-08-20-019276	\$78.00		MCDONALD'S #3376 811 BROADWAY DRIVE HATTIESBURG MS 39402

LIC-08-20-019277	\$20.00	\$2.40	CURTIS CUSTOM COUNTERS 102 GORDON ST HATTIESBURG MS 39401
LIC-08-20-019279	\$20.00		J & J CONSTRUCTION OF MS LLC 15 OLD AIRPORT RD LOT 501 HATTIESBURG MS 39401
LIC-08-20-019281	\$20.00		AMERICAN DATA MANAGEMENT AND STORAGE, LLC 1110 W PINE STREET HATTIESBURG MS 39401-
LIC-08-20-019282	\$30.00		HUB REFRIGERATION & FIXTURE CO PO BOX 17395 HATTIESBURG MS 39404
LIC-08-20-019283	\$30.00		HUB REFRIGERATION & FIXTURE CO. PO BOX 17395 HATTIESBURG MS 39404
LIC-08-20-019284	\$20.00		AMERICAN SELF STORAGE 1110 W PINE STREET HATTIESBURG MS 39401-
LIC-08-20-019285	\$70.00		DUFF AMUSEMENT CAR WASH 5194 HIGHWAY 49 S HATTIESBURG MS 394010000
LIC-08-20-019286	\$20.00		THE VENUE 127 BUSCHMAN STREET STE 10 HATTIESBURG MS 39401-
LIC-08-20-019287	\$30.00		CLINTON CPA FIRM PLLC PO BOX 70 HATTIESBURG MS 394010000
LIC-08-20-019288	\$30.00	\$3.30	AMERICA'S HOME PLACE, INC 4700 HARDY STREET N HATTIESBURG MS 39401
LIC-08-20-019289	\$30.00		MOBILE SOLUTIONS LLC PO BOX 3060 TUPELO MS 38803
LIC-08-20-019290	\$93.00		RA SHOP #7 LLC 629 LOTUS DR N. MANDEVILLE LA 704710000
LIC-08-20-019291	\$30.00		ST. MICHAEL'S URGENT CARE OF H'BURG 3700 W HARDY ST STE 10 HATTIESBURG MS 39401-
LIC-08-20-019300	\$20.00	\$2.20	UNLIMITED COSMETOLOGY SCHOOL 102 BROAD STREET HATTIESBURG MS 39401-
LIC-08-20-019301	\$60.00		HAVARD PEST CONTROL INC . 5297 OLD HIGHWAY 111 HATTIESBURG MS 39403
LIC-08-20-019302	\$20.00		A. RENA' SALON 108 MCLEOD STREET HATTIESBURG MS 39401-
LIC-08-20-019303	\$20.00		1914 WEST PINE ESTATE AUCTION 1914 W PINE ST HATTIESBURG MS 39401-
LIC-08-20-019304	\$20.00		BONNER ELECTRIC CO. 933 RICHBURG HILL ROAD HATTIESBURG MS 394020000
LIC-08-20-019305	\$20.00		FLY BOUTIQUE, LLC 1703 HWY 11 N #A PICAYUNE MS 39466-

LIC-08-20-019306	\$20.00		THE HILLMAN GROUP INC 6004 HWY 98 HATTIESBURG MS 39402
LIC-08-20-019307	\$30.00		GREEN EYE INSTITUTE, P. A. 1420 S 28TH AV HATTIESBURG MS 39402
LIC-08-20-019308	\$720.00		NATIONAL ENTERTAINMENT NETWORK, LLC 325 INTERLOCKEN PARKWAY STE B BROOMFIELD CO 80021-8043
LIC-08-20-019309	\$510.00		NATIONAL ENTERTAINMENT NETWORK, LLC 325 INTERLOCKEN PARKWAY B BROOMFIELD CO 80021-8043
LIC-08-20-019311	\$93.00		AT&T MOBILITY 6109 HIGHWAY 98 W STE 40 HATTIESBURG MS 39402
LIC-08-20-019312	\$57.00		CLEAR CHANNEL BROADCASTING INC 20880 STONE OAK PKWY SAN ANTONIO TX 78258
LIC-08-20-019313	\$20.00		32 A YOGURT BAR 6136 HIGHWAY 98 STE 101 HATTIESBURG MS 39402-
LIC-08-20-019314	\$30.00		TRUST CARE 6176 US HWY 98 HATTIESBURG MS 39402
LIC-08-20-019315	\$20.00	\$3.60	THE HOPE CENTER PO BOX 17918 HATTIESBURG MS 39404
LIC-08-20-019321	\$20.00		GOLDEN TOUCH CAR WASH 214 WOODSTONE DR HATTIESBURG MS 39402
LIC-08-20-019322	\$30.00		TATUM DEVELOPMENT CORP 3000 W 7TH ST HATTIESBURG MS 39402
LIC-08-20-019323	\$20.00		J & S APPLIANCE SVC. & SALES 1508 OLD RICHTON RD PETAL MS 39465
LIC-08-20-019326	\$30.00	\$3.90	LIN R. ROGERS ELECTRICAL CONT., INC 2050 MARCONI DRIVE ALPHARETTA GA 300050000
LIC-08-20-019327	\$60.00		J&J PRODUCE CO INC 105 FREDRICK STREET HATTIESBURG MS 394010000
LIC-08-20-019328	\$40.00		COMMERCIAL BUSINESS INTERIORS, INC. 6927 HIGHWAY 49 N HATTIESBURG MS 394020000
LIC-08-20-019329	\$30.00		SOUTHERN UROLOGY SURGERY CENTER, LLC 139 FAIRFIELD DRIVE HATTIESBURG MS 39402-
LIC-08-20-019330	\$20.00		GARCIA USED TIRES 810 BOUIE STREET HATTIESBURG MS 39401-
LIC-08-20-019331	\$57.00		MISSISSIPPI MUSIC INC. 222 S MAIN STREET HATTIESBURG MS 39401
LIC-08-20-019332	\$30.00		RILEY DARBY & WILSON PRIVATE WEALTH MANAGEMENT GROUP 6440 HWY 98 HATTIESBURG MS 39402

LIC-08-20-019333	\$150.00		BANCORP SOUTH 100 HARDY ST HATTIESBURG MS 39401
LIC-08-20-019334	\$20.00		BANCORP SOUTH CONTROL DEPT. 100 HARDY ST HATTIESBURG MS 39401
LIC-08-20-019335	\$30.00		BANCORP SOUTH WESTWOOD BRANC 4650 HARDY STREET STE 532 HATTIESBURG MS
LIC-08-20-019340	\$54.00		PEDIATRUST HATTIESBURG, LLC 2041 FLORIDA BLVD SW DENHAM SPRINGS LA 70726
LIC-08-20-019342	\$20.00	\$2.60	AWA AFRICAN HAIR BRAIDING 2617 LINCOLN ROAD HATTIESBURG MS 39401-
LIC-08-20-019346	\$20.00	\$2.40	TJ'S VENDING CO. 18 REGISTRAR ST HATTIESBURG MS 39401
LIC-08-20-019347	\$40.00	\$20.00	TJ'S VENDING CO. 18 REGISTRAR ST HATTIESBURG MS 39401
LIC-08-20-019348	\$20.00		CITY GEAR #6143 5912 US HWY 49 STE A-2 HATTIESBURG MS 39401
LIC-08-20-019349	\$380.00		SOUTHERN PIPE SUPPLY CO 116 LUNDY LANE HATTIESBURG MS 39401-
LIC-08-20-019350	\$30.00		SLEEP INN & SUITES 6603 HWY 49 N HATTIESBURG MS 39401-
LIC-08-20-019351	\$80.00		KOHLER COMPANY 444 HIGHLAND DRIVE KOHLER WI 530440000
LIC-08-20-019352	\$20.00		ASC OF HATTIESBURG, LLC 103 MILSAPS DRIVE HATTIESBURG MS 394020000
LIC-08-20-019353	\$30.00		COPELAND, COOK, TAYLOR & BUSH, PA P O BOX 17619 HATTIESBURG MS 39404-
LIC-08-20-019354	\$30.00		DICKEYS BARBECUE PIT 50 CROSS CREEK PARKWAY HATTIESBURG MS 394020000
LIC-08-20-019355	\$69.00		JUVO TECHNOLOGIES, LLC PO BOX 1937 STREET HATTIESBURG MS 39403
LIC-08-20-019356	\$111.00		PANERA BREAD 4600 HARDY ST HATTIESBURG MS 39402
LIC-08-20-019357	\$45.00		HEADRICK SIGN & GRAPHICS, INC. 1 FREEDOM SQUARE LAUREL MS 394403325
LIC-08-20-019358	\$40.00		SOUTHERN GAS & SUPPLY INC. 1512 MAIN STREET HATTIESBURG MS 39401-
LIC-08-20-019359	\$54.00		PIZZA HUT #2212 1000 BROADWAY DRIVE HATTIESBURG MS 39401- -

LIC-08-20-019360	\$20.00		THE UPS STORE #2758 6068 HIGHWAY 98 W 1 HATTIESBURG MS 394020000
LIC-08-20-019361	\$105.00		BEAN MOVING AND STORAGE 4908 HIGHWAY 49 S HATTIESBURG MS 39401
LIC-08-20-019362	\$20.00		AFC 11299 N FAIRFIELD ST ATTN : LEGAL DEPT CARMEL IN 46032
LIC-08-20-019363	\$20.00	\$2.20	AMBASSADOR CONSTRUCTION 310 RUBY STREET HATTIESBURG MS 394010000
LIC-08-20-019364	\$45.00		BELL AUTO SALES & TOWING 5244-A HIGHWAY 42 BYPASS HATTIESBURG MS 39401
LIC-08-20-019365	\$20.00		MICHAEL'S PLUMBING 12302 THEO BILBO RD CARRIERE MS 39426
LIC-08-20-019366	\$20.00		THOMPSON, CHARLES 367 CHURCH STREET PETAL MS 39465
LIC-08-20-019368	\$25.00		SALVAGE WORLD LLC 1309 W PINE ST HATTIESBURG MS 39401
LIC-08-20-019371	\$20.00		CHANDLER'S STUDIO, LLC 516 W LAUREL AV HATTIESBURG MS 39401
LIC-08-20-019374	\$20.00	\$2.60	GRANTS UNLIMITED 3108 PRINCE GEORGE RD HATTIESBURG MS 39402
LIC-08-20-019375	\$30.00	\$3.30	HEARTBEATZ ENTERTAINMENT 5056 OLD HWY 42 STE C 1 HATTIESBURG MS 39401
LIC-08-20-019382	\$15.00	\$7.50	MINIT MART #20 6481 HIGHWAY 98 HATTIESBURG MS 39402
LIC-08-20-019383	\$20.00	\$4.20	MINIT MART #20 6481 HIGHWAY 98 HATTIESBURG MS 39402
LIC-08-20-019392	\$20.00		TUNJIA'S LITTLE ONES CHILD DEV CTR LLC 104 N 39TH AV HATTIESBURG MS 39401-
LIC-08-20-019393	\$20.00	\$3.20	SOUTHERN Q-TEEZ 1000 TURTLE CREEK DRIVE HATTIESBURG MS 39403
LIC-08-20-019395	\$30.00		WAYSIDE CHILD DAY CARE 919 EDWARDS STREET HATTIESBURG MS 39401
LIC-08-20-019396	\$48.00		NORDIC LOGISTICS & WAREHOUSING, LLC 25 BONHOMIE ROAD HATTIESBURG MS 39401
LIC-08-20-019397	\$30.00		PLANET FITNESS 4635 BOSTON LANE STE 200 AUSTIN TX 78735
LIC-08-20-019398	\$250.00		PUCKETT MACHINERY 6751 HIGHWAY 49 N HATTIESBURG MS 39401-

LIC-08-20-019399	\$1,455.00		HERTZ 6152 HWY 98 HATTIESBURG MS 39402-
LIC-08-20-019400	\$30.00		BAPTIST MEDICAL & DENTAL MISSION INTERNATIONAL 11 PLAZA DRIVE HATTIESBURG MS 39402
LIC-08-20-019401	\$33.00		WICOM INC PO BOX 17408 HATTIESBURG MS 394047408
LIC-08-20-019402	\$20.00		BLACK AND COMPANY LLC/BLACK FINANCIAL SERVICES LLC 6102 HWY 98 STE 45 HATTIESBURG MS 39402-
LIC-08-20-019403	\$440.00		ULTA BEAUTY 1000 TURTLE CREEK DR 500 HATTIESBURG MS 39402
LIC-08-20-019404	\$30.00		PRECISION PLUMBING & HEATING, INC 25 CITY BARN LOOP PETAL MS 39465
LIC-08-20-019405	\$20.00		MOORE CONSTRUCTION INC 10 COMMERCIAL WAREHOUSE DR HATTIESBURG MS 39402
LIC-08-20-019406	\$150.00		DOLLAR TREE #2203 5889 HIGHWAY 49 HATTIESBURG MS 39401
LIC-08-20-019407	\$20.00		FISHER BROTHERS FINANCIAL SERVICES 1910 W PINE ST STE B HATTIESBURG MS 39401
LIC-08-20-019408	\$20.00	\$3.80	ETC TAX SERVICE 301 HUMBLE AV STE 163 HATTIESBURG MS 39401
LIC-08-20-019409	\$100.00		PAWN SHOP PLUS 1910 W PINE STREET HATTIESBURG MS 39401-
LIC-08-20-019410	\$500.00		PAWN SHOP PLUS 1910 W PINE STREET HATTIESBURG MS 39401-
LIC-08-20-019414	\$30.00	\$5.70	SUPERCUTS 6068 HIGHWAY 49 #4 HATTIESBURG MS 39402-
LIC-08-20-019415	\$150.00		HATTIESBURG CLINIC CLOVERLEAF MED PLAZA 5909 HIGHWAY 49 HATTIESBURG MS 39401
LIC-08-20-019416	\$42.00		HATTIESBURG CLINIC. P.A.-COPD CARE, CCC, FAMILY MEDICINE 1101 A S 28TH AV HATTIESBURG 39401
LIC-08-20-019417	\$20.00		HATTIESBURG CLINIC - TRAINING ROOM "C" 415 S 28TH AV HATTIESBURG MS 394017283
LIC-08-20-019418	\$20.00		HATTIESBURG CLINIC - TRAINING ROOM E 415 S 28TH AV HATTIESBURG MS
LIC-08-20-019419	\$30.00		HATTIESBURG CLINIC - SATELLITE MGT OFFICE 415 S 28TH AV HATTIESBURG MS 39401

LIC-08-20-019420	\$45.00		REDBOX AUTOMATED RETAIL LLC ONE TOWER LN OAKBROOK TERRACE IL 60181-
LIC-08-20-019421	\$45.00		REDBOX AUTOMATED RETAIL, LLC 4050 HWY 11 HATTIESBURG MS 39401
LIC-08-20-019422	\$45.00		REDBOX AUTOMATED RETAIL, LLC ONE TOWER LN STE 900 OAKBROOK TERRACE IL 60181-
LIC-08-20-019423	\$45.00		REDBOX AUTOMATED RETAIL, LLC ONE TOWER LANE STE 900 OAKBROOK TERRACE IL 60181-
LIC-08-20-019424	\$45.00		REDBOX AUTOMATED RETAIL, LLC 7123 HWY 98 HATTIESBURG MS 39402-
LIC-08-20-019425	\$30.00		AUTO ARMATURE SERVICE INC . 200 BROADWAY DRIVE HATTIESBURG MS 39401-
LIC-08-20-019426	\$340.00		OLLIE'S BARGAIN OUTLET, INC. 4600 HARDY ST STE 33 HATTIESBURG MS 39402
LIC-08-20-019428	\$20.00		I CREATE 219 S. 40TH AV STE B HATTIESBURG MS 39401
LIC-08-20-019429	\$20.00		DR TAX SERVICES 409 WHISPERING PINES DR HATTIESBURG MS 39402
LIC-08-20-019430	\$20.00		GILBERT CLEANING SERVICES 428 MABLE STREET HATTIESBURG MS 39401-
LIC-08-20-019431	\$20.00	\$2.40	BEAUTY MART 1208 HARDY STREET HATTIESBURG MS 39402-0000
LIC-08-20-019432	\$20.00		JOHN F KAVANAUGH LLC 22 98 PLACE 10 HATTIESBURG MS 39402-
LIC-08-20-019434	\$250.00	\$30.00	BARTON'S HOME OUTLET 5131 HWY 42 HATTIESBURG MS 39401
LIC-08-20-019436	\$20.00		DIVINE INSPIRATIONS 6925 HIGHWAY 49 STE 2 HATTIESBURG MS 39401
LIC-08-20-019439	\$20.00		BONHOMIE GROCERY 1714 COUNTRY CLUB ROAD HATTIESBURG MS 39401
LIC-08-20-019440	\$15.00		BONHOMIE GROCERY 1714 COUNTRY CLUB ROAD HATTIESBURG MS 394010000
LIC-08-20-019442	\$20.00		COMPLIANCE ENVIROSYSTEMS, LLC 102 ALCORN AVENUE HATTIESBURG MS 39401
LIC-08-20-019443	\$60.00		WAFFLE HOUSE # 1980 963 BROADWAY DRIVE HATTIESBURG MS 39401
LIC-08-20-019446	\$20.00		JUMP'IN GYMNASTICS & TUMBLING HATTIESBURG, LLC 111 FAIRFIELD DR HATTIESBURG MS 39402

LIC-08-20-019447	\$20.00	CONNECT CHIROPRACTIC 103 WALNUT STREET HATTIESBURG MS 39401-
LIC-08-20-019448	\$20.00	THE THIRSTY HIPPO 309 MCLEOD STREET HATTIESBURG MS 39401
LIC-08-20-019449	\$15.00	THE THIRSTY HIPPO 312 3RD AVENUE HATTIESBURG MS 39401-
LIC-08-20-019455	\$20.00	COLLUDIUM BREWERY LLC 2205 W 4TH ST HATTIESBURG MS 39401
LIC-08-20-019456	\$20.00	BEAUTIFUL DAY 6196 HIGHWAY 49 HATTIESBURG MS 394010000
LIC-08-20-019457	\$20.00	WILSON 8:21 PAINTING & MORE 119 COMANCHE DRIVE HATTIESBURG MS 39402
LIC-08-20-019458	\$60.00	MCDONALD'S #5111 6571 HIGHWAY 49 N HATTIESBURG MS 39402
LIC-08-20-019459	\$20.00	DERKSON OF HATTIESBURG 7336 N HWY 49 HATTIESBURG MS 39401
LIC-08-20-019461	\$20.00	TIM MIDDLETON CONSTRUCTION 21 HIDDEN HOLLOW DR LAUREL MS 39443
LIC-08-20-019462	\$45.00	B & D TOWING PO BOX 285 PURVIS MS 39475
LIC-08-20-019463	\$20.00	HWY 42 TIRE SHOP 1416 CARTERVILLE RD PETAL MS 39465
LIC-08-20-019465	\$30.00	CDI CONTRACTORS, LLC 1600 CANTRELL RD LITTLE ROCK AR 72201
-----	-----	-----
162	\$10,918.00	\$114.90

Total Collection for August

New Licenses	\$1,076.42
Renewed Licenses	\$10,918.00
Penalties	\$114.90
Grand Total	\$12,109.32



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Cecilia Jones

cc: Kermas Eaton, City Clerk

Date: Tuesday, September 8, 2020

Re: Acknowledge Proof of Publications for the month of July 2020 and August 2020.
File Number: 2020-647
Minute Book #

Summary

Acknowledge Proof of Publications for the months of July 2020 and August 2020.

Recommendation Statement

Acknowledge acceptance of proof of Publications for the months of July 2020 and August 2020.

Please place this on the September 8, 2020 City Council meeting for consideration.

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 269 Published 1 times

Date 1st Published: Jul 23 Amt: 32.28

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 32.28

Proof of Publication Fee: 3.00

TOTAL: 35.28

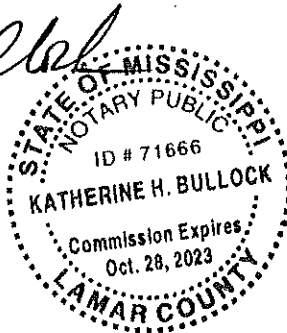
(signed) Christina Prince
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 6th
day of August, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☒ Em P: 7/17
☒ App: 7/20
☐ File Name: COH, Ord 3275
☐ Invoice #: _____
☐ Inv. Crt/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____



CITY OF HATTIESBURG NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 3275, duly adopted and approved by the City Council of the City of Hattiesburg on July 7, 2020. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk of the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi, 39401.

The title of the Ordinance is:

CITY OF HATTIESBURG
ORDINANCE NO. 3275

AN ORDINANCE GRANTING
A NON-EXCLUSIVE ELECTRIC
FRANCHISE TO MISSISSIPPI POWER
COMPANY, ITS SUCCESSORS, AND
ASSIGNS IN THE MUNICIPALITY OF
HATTIESBURG, MISSISSIPPI

BE IT ORDAINED BY THE MAYOR
AND COUNCIL OF THE CITY OF HAT-
TIESBURG, MISSISSIPPI:

A general summary of the subject matter of the Ordinance is contained in its title.

This notice constitutes compliance with Sections 13-3-31 and 21-17-19 of the Mississippi Code Annotated (1972) as amended.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by Councilmember George, seconded by Councilmember Brown and was adopted by the following roll call votes, to wit:

Yeas: George, Delgado, Carroll, Dryden and Brown
Absent: None
Nays: None

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 7th day of July, 2020.

(SEAL) ATTEST: /s/ Ronda S. Cole, Clerk of Council
ADOPT: /s/ Carter Carroll, President

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the 7th day of July, 2020.

ATTEST: /s/ Kemas Eaton,
City Clerk
APPROVED: /s/ Toby Barker,
Mayor
Published July 23, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 281 Published 1 times

Date 1st Published: Jul 23 Amt: 32.52

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 32.52

Proof of Publication Fee: 3.00

TOTAL: 35.52

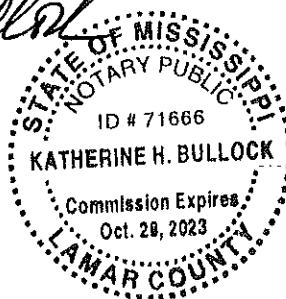
(signed) Christina Purce
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 6th
day of August, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H Bullock

FOR OFFICE USE ONLY:

- ☒ Em P: 7/17
☒ App: 7/20
☐ File Name: COH, Ord 3274
☐ Invoice #: _____
☐ Inv. Crt/Mld: _____
☐ Pymt Rec'd: _____
☐ POP sent: _____



CITY OF HATTIESBURG NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 3274, duly adopted and approved by the City Council of the City of Hattiesburg on May 14, 2020. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk of the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi, 39401.

The title of the Ordinance is:

CITY OF HATTIESBURG
ORDINANCE NO. 3274
AN ORDINANCE TEMPORARILY
AMENDING THE GEOGRAPHIC AREA
AND BOUNDARIES OF THE LEISURE
AND RECREATION DISTRICTS
WITHIN THE CORPORATE BOUND-
ARIES OF THE CITY OF HATTIES-
BURG, MISSISSIPPI; AND FOR
RELATED PURPOSES BE IT OR-
DAINED BY THE MAYOR AND COUN-
CIL OF THE CITY OF HATTIESBURG,
MISSISSIPPI.

A general summary of the subject matter of the Ordinance is contained in its title.

This notice constitutes compliance with Sections 13-3-31 and 21-17-19 of the Mississippi Code Annotated (1972) as amended.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by Councilmember George, seconded by Councilmember Brown and was adopted by the following roll call votes, to wit:

Yeas: George, Delgado (via telecon-
ference), Carroll, Dryden (via teleconfer-
ence) and Brown
Absent: None
Nays: None

WHEREUPON the President de-
clared the motion carried and the Ordi-
nance adopted, this the 14th day of May,
2020.

(SEAL:) ATTEST: /s/ Ronda S.
Cole, Clerk of Council
ADOPT: /s/ Carter Carroll,
President

The above and foregoing Ordinance,
having been submitted and approved by
the Mayor, this the 14th day of May,
2020.

ATTEST: /s/ Kermas Eaton, City
Clerk
APPROVED: /s/ Toby Barker,
Mayor
Published July 23, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 296 Published 2 times

Date 1st Published: Jul 23 Amt: 35.52

Date 2nd Published: Jul 30 Amt: 29.60

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 65.12

Proof of Publication Fee: 3.00

TOTAL: 68.12

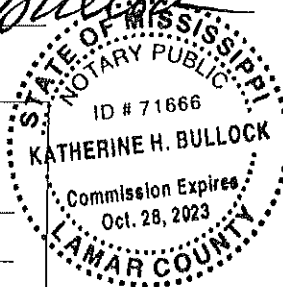
(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 6th
day of August, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☒ Em P: 7117
☒ App: 7120
☐ File Name: COH,Excavator
☐ Invoice #: _____
☐ Inv. Crt/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____



NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive bids in the following manner:

Proposals will be accepted until 10:00a.m. On Thursday, August 13, 2020, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Vendors must supply prices with their proposal. The bid form should be filled out and uploaded by the date and time stated above.

Specifications and procedures can be downloaded from Central Bidding at www.centralbidding.com. All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic process, please call Central Bidding at (225)810-4814.

Qualified bidders will be invited to participate in a reverse auction, which will take place on August 20, 2020, at 10:30a.m.

ONE (1) HYDRAULIC MINI EXCAVATOR WITH SWING BOOM.

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities. PUBLISHED by Order of the Council on this, the 21st day of July, 2020.

CITY OF HATTIESBURG,
MISSISSIPPI
BY: Kemas Eaton/s/
CITY CLERK
Published July 23, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 297 Published 2 times

Date 1st Published: Jul 23 Amt: 35.64

Date 2nd Published: Jul 30 Amt: 29.70

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 65.34

Proof of Publication Fee: 3.00

TOTAL: 68.34

(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 6th
day of August, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☒ Em P: 7120
☒ App: 7120
☐ File Name: COH, Dump Truck
☐ Invoice #: _____
☐ Inv. Crt/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____



NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive bids in the following manner:

Proposals will be accepted until 10:00a.m. On Thursday, August 13, 2020, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Vendors must supply prices with their proposal. The bid form should be filled out and uploaded by the date and time stated above.

Specifications and procedures can be downloaded from Central Bidding at www.centralbidding.com. All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic process, please call Central Bidding at (225) 810-4814.

Qualified bidders will be invited to participate in a reverse auction, which will take place on August 20, 2020, at 10:30a.m.

ONE (1) OR MORE NEW SINGLE AXLE DUMP TRUCK(S).

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law, but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 21st day of July, 2020.

CITY OF HATTIESBURG,
MISSISSIPPI
/s/Kernas Eaton
CITY CLERK
Published July 23, 30, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, repre-
senting The PineBelt NEWS, a weekly newspapers published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 345 Published 2 times

Date 1st Published: Jul 23 Amt: 41.40

Date 2nd Published: Jul 30 Amt: 34.50

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 75.90

Proof of Publication Fee: 3.00

TOTAL: 78.90

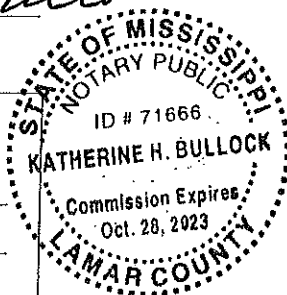
(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 30th
day of July, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☒ Em P: 7/17
☒ App: 7/17
☐ File Name: COH, Notice of Public Comment
☐ Invoice #: _____
☐ Inv. Cr1/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____



NOTICE OF PUBLIC COMMENT PE- RIOD FOR THE 2020 ACTION PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG & HOME) PROGRAMS AND APPLICABLE INFORMATION ATTENTION: ALL HATTIESBURG, MISSISSIPPI RESIDENTS

The City of Hattiesburg, Mississippi has completed a draft of the 2020 Action Plan guiding the use of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program funds from the U.S. Department of Housing and Urban Development. A public hearing and public comment period in November and December of 2019 served to guide the direction of this document. The funds will be used to meet the primary objectives of the Housing and Urban Development Act of 1974, as amended, by providing access to affordable, decent, safe and sanitary housing and a suitable living environment and expanding economic opportunities for persons, of low and moderate-income.

The draft 2020 Action Plan is available for review on the City of Hattiesburg's website at www.HattiesburgMS.com/community-development or in person at City Hall, 200 Forrest Street, Hattiesburg, MS between the hours of 8:00 a.m. and 5:00 p.m. in the Community Development Division or the City Clerk's office. The City will receive public comments on the document from July 23, 2020 through August 24, 2020.

The City will consider any comments or views of citizens, agencies or units of local government received in writing. Written comments will be accepted in the Community Development Division or by email to pwingo@hattiesburgms.com through August 24, 2020. A summary of any comments or reviews accepted will be attached to the final action plan.

Comments related to this NOTICE may be sent to or delivered to City Hall, First Floor, Community Development/Department of Urban Development, 200 Forrest Street, Hattiesburg, MS 39401.

If you have any questions regarding this information, please contact the Department at (601) 545-4558. To ensure compliance with the Americans with Disabilities Act (ADA), persons with disabilities that require aids or services to participate may contact the Department of Urban Development at (601) 545-4558; or e-mail pwingo@hattiesburgms.com.

CITY OF HATTIESBURG,
MISSISSIPPI
BY: Kermas Eaton /s/
CITY CLERK
(SEAL)
Toby Barker, Mayor
Published July 23, 30, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 316 Published 1 times

Date 1st Published: Jun 04 Amt: 37.92

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 37.92

Proof of Publication Fee: 3.00

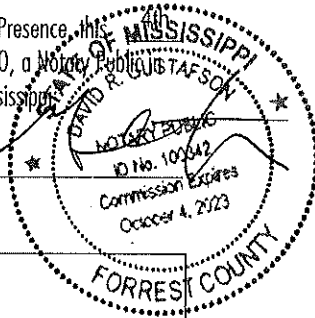
TOTAL: 40.92

(signed) _____

The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this
day of June, 2020, a Notary Public
and for the County of Forrest, State of Mississippi.

(signed) _____



FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - Ordinance 3273
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

REGIONAL BUSINESS) DISTRICT TO
SECTION 4.5.11, B-4 (DOWNTOWN
BUSINESS) DISTRICT

BE IT ORDAINED BY THE MAYOR
AND COUNCIL OF THE CITY OF HAT-
TIESBURG, MISSISSIPPI:

A general summary of the subject
matter of the Ordinance is contained in
its title.

This notice constitutes compliance
with Sections 13-3-31 and 21-17-19 of
the Mississippi Code Annotated (1972) as
amended.

CITY OF HATTIESBURG NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and
of a general summary of the subject mat-
ter contained in Ordinance No. 3273, duly
adopted and approved by the City Coun-
cil of the City of Hattiesburg on May 5 18,
2020. A complete copy of the Ordinance
is available for public inspection during
normal and regular business hours in the
office of the City Clerk of the City of Hat-
tiesburg, 200 Forrest Street, Hattiesburg,
Mississippi, 39401.

The above and foregoing Ordinance,
after having been first reduced to writing,
was introduced by Councilmember
George, seconded by Councilmember
Vice President Dryden and was adopted
by the following roll call votes, to wit:

Yeas: George, Delgado, Carroll,
Dryden and Brown
Absent: None
Nays: None

WHEREUPON the President declared
the motion carried and the Ordinance
adopted, this the 5th day of May, 2020.

The title of the Ordinance is:
CITY OF HATTIESBURG
ORDINANCE NO. 3273

ATTEST: /s/ Ronda S. Cole,
Clerk of Council
ADOPT: /s/ Carter Carroll,
President

AN ORDINANCE CHANGING AND
AMENDING THE COMPREHENSIVE
ZONING DISTRICT MAP, ADOPTED AS
PART OF THE LAND DEVELOPMENT
CODE ORDINANCE NO. 3209, AS
AMENDED, OF THE CITY OF HATTIES-
BURG, MISSISSIPPI FOR CERTAIN
PROPERTIES LOCATED AT 100
EVANS STREET (PARCEL 2-0291-10-
075.00, PPIN 15583, PARCEL 2-0291-10-
074.00, PPIN 15584, AND PARCEL
2-0291-10-066.00, PPIN 15585, WARD 2)
FROM SECTION 4.5.12, B-5 (RE-

The above and foregoing Ordinance,
having been submitted and approved by
the Mayor, this the 5th day of May, 2020.

ATTEST: /s/ Kermas Eaton,
City Clerk
APPROVED: /s/ Toby Barker, Mayor

Published June 4, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 271 Published 1 times

Date 1st Published: Jun 04 Amt: 32.52

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 32.52

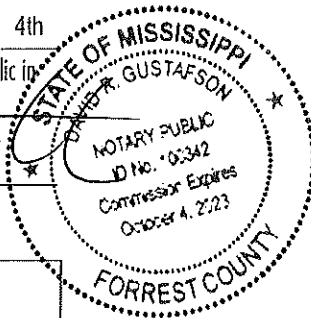
Proof of Publication Fee: 3.00

TOTAL: 35.52

(signed) [Signature] The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 4th
day of June, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi

(signed) [Signature]



FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - Ordinance 3272
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

CITY OF HATTIESBURG NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 3272, duly adopted and approved by the City Council of the City of Hattiesburg on March 17, 2020. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk of the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi, 39401.

The title of the Ordinance is:

CITY OF HATTIESBURG
ORDINANCE NO. 3272

AN ORDINANCE AMENDING THE
LAND DEVELOPMENT CODE,
ORDINANCE NUMBER 3209, AS
AMENDED, SECTION 10 SIGNS, 11 ADMINISTRATION AND ENFORCEMENT,
AND 13 DEFINITIONS

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

A general summary of the subject matter of the Ordinance is contained in its title.

This notice constitutes compliance with Sections 13-3-31 and 21-17-19 of the Mississippi Code Annotated (1972) as amended.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by Council Vice President Dryden, seconded by Councilmember George and was adopted by the following roll call votes, to wit:

Yeas: George, Delgado, Carroll,
Dryden and Brown
Absent: None
Nays: None

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 17th day of March, 2020.

ATTEST: /s/ Ronda S. Cole,
Clerk of Council

ADOPT: /s/ Carter Carroll,
President

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the 17th day of March, 2020.

ATTEST: /s/ Kemas Eaton,
City Clerk

APPROVED: /s/ Toby Barker, Mayor

Published June 4, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 316 Published 1 times

Date 1st Published: Jun 04 Amt: 37.92

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 37.92

Proof of Publication Fee: 3.00

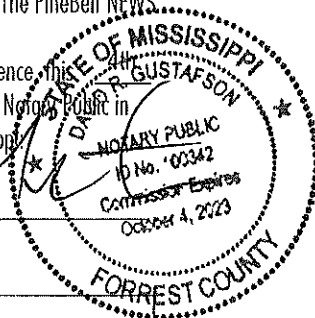
TOTAL: 40.92

(signed) _____

The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this _____ day of June, 2020, a Notary Public in and for the County of Forrest, State of Mississippi.

(signed) _____



FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - Ordinance 3271
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

CITY OF HATTIESBURG NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 3271, duly adopted and approved by the City Council of the City of Hattiesburg on March 17, 2020. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk of the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi, 39401.

The title of the Ordinance is:

CITY OF HATTIESBURG ORDINANCE NO. 3271

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE LAND DEVELOPMENT CODE, ORDINANCE NO. 3209, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR CERTAIN PROPERTIES LOCATED AT 5216 HIGHWAY 42 (PARCEL 2-029D-04-016.01, PPIN 38984 AND PARCEL 2-028A-05-001.00, PPIN 26029, WARD 2) FROM SECTION 4.5.13, I-1 (LIGHT INDUSTRIAL DISTRICT) AND SECTION 4.5.10, B-3 (COMMERCIAL BUSINESS)

DISTRICT, TO SECTION 4.5.12, B-5 (REGIONAL BUSINESS) DISTRICT.

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

A general summary of the subject matter of the Ordinance is contained in its title.

This notice constitutes compliance with Sections 13-3-31 and 21-17-19 of the Mississippi Code Annotated (1972) as amended.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by Councilmember Delgado, seconded by Councilmember George and was adopted by the following roll call votes, to wit:

Yeas: George, Delgado, Carroll,
Dryden and Brown
Absent: None
Nays: None

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 17th day of March, 2020.

ATTEST: /s/ Ronda S. Cole,
Clerk of Council

ADOPT: /s/ Carter Carroll, President
The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the 17th day of March, 2020.

ATTEST: /s/ Kemas Eaton,
City Clerk

APPROVED: /s/ Toby Barker, Mayor

Published June 4, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspaper published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 309 Published 1 times

Date 1st Published: Jun 04 Amt: 37.08

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 37.08

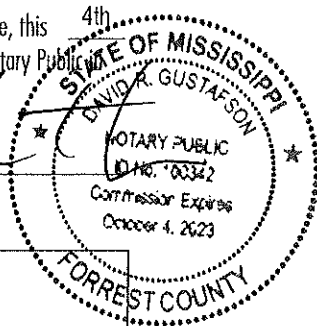
Proof of Publication Fee: 3.00

TOTAL: 40.08

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 4th day of June, 2020, a Notary Public in and for the County of Forrest, State of Mississippi:

(signed) [Signature]



FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - Ordinance 3270
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

CITY OF HATTIESBURG NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 3270, duly adopted and approved by the City Council of the City of Hattiesburg on February 18, 2020. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk of the City

of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi, 39401.

The title of the Ordinance is:
CITY OF HATTIESBURG
ORDINANCE NO. 3270

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE LAND DEVELOPMENT CODE ORDINANCE NO. 3209, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR THE NORTHERN PORTION OF A CERTAIN PROPERTY LOCATED AT 3703 HARDY STREET (PARCEL 2-028L-07-162.00, PPIN 23222, WARD 1) FROM SECTION 4.5.9, B-2 (NEIGHBORHOOD BUSINESS) DISTRICT TO SECTION 4.5.10, B-3 (COMMERCIAL BUSINESS) DISTRICT.

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

A general summary of the subject matter of the Ordinance is contained in its title.

This notice constitutes compliance with Sections 13-3-31 and 21-17-19 of the Mississippi Code Annotated (1972) as amended.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by Councilmember George, seconded by Councilmember Delgado and was adopted by the following roll call votes, to wit:

Yeas: George, Delgado, Carroll,
Dryden and Brown
Absent: None
Nays: None

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 18th day of February, 2020.

ATTEST: /s/ Ronda S. Cole,
Clerk of Council
ADOPT: /s/ Carter Carroll, President

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the 18th day of February, 2020.

ATTEST: /s/ Kermas Eaton,
City Clerk
APPROVED: /s/ Toby Barker, Mayor

Published June 4, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspaper published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 325 Published 1 times

Date 1st Published: Jun 04 Amt: 39.00

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 39.00

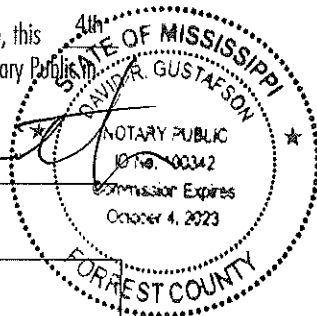
Proof of Publication Fee: 3.00

TOTAL: 42.00

(signed) [Signature] The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 4th day of June, 2020, a Notary Public in and for the County of Forrest, State of Mississippi.

(signed) [Signature]



FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - Ordinance 3269
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

CITY OF HATTIESBURG NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 3269, duly adopted and approved by the City Council of the City of Hattiesburg on February 18, 2020. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk of the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi, 39401.

The title of the Ordinance is:
CITY OF HATTIESBURG
ORDINANCE NO. 3269

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE LAND DEVELOPMENT CODE, ORDINANCE NO. 3209, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED ALONG TUSCAN AVENUE AND 1304 MAGNOLIA AVENUE (PARCEL 2-038H-15-114.00, PPIN 32310; PARCEL 2-038H-15-113.00, PPIN 13642; PARCEL 2-038H-15-094.00, PPIN 13638; PARCEL 2-038G-15-149.00, PPIN 13639; PARCEL 2-038G-15-212.00, PPIN 13640; PARCEL 2-038H-15-115.00, PPIN 13641, WARD 2) FROM SECTION 4.5.3, R-1A (SINGLE-FAMILY RESIDENTIAL) DISTRICT TO SECTION 4.5.7, R-3 (MULTI-FAMILY RESIDENTIAL) DISTRICT.

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

A general summary of the subject matter of the Ordinance is contained in its title.

This notice constitutes compliance with Sections 13-3-31 and 21-17-19 of the Mississippi Code Annotated (1972) as amended.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by Councilmember Delgado, seconded by Councilmember Brown and was adopted by the following roll call votes, to wit:

Yeas: George, Delgado, Carroll,
Dryden and Brown
Absent: None
Nays: None

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 18th day of February, 2020.

ATTEST: /s/ Ronda S. Cole,
Clerk of Council
ADOPT: /s/ Carter Carroll,
President

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the 18th day of February, 2020.

ATTEST: /s/ Kermas Eaton,
City Clerk
APPROVED: /s/ Toby Barker, Mayor

Published June 4, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 306 Published 1 times

Date 1st Published: Jun 04 Amt: 36.72

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 36.72

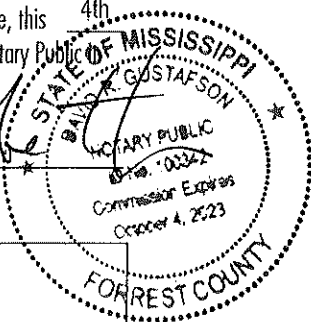
Proof of Publication Fee: 3.00

TOTAL: 39.72

(signed) [Signature] The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 4th day of June, 2020, a Notary Public in and for the County of Forrest, State of Mississippi:

(signed) [Signature]



FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - Ordinance 3268
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

CITY OF HATTIESBURG NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 3268, duly adopted and approved by the City Council of the City of Hattiesburg on February 18, 2020. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk of the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi, 39401.

The title of the Ordinance is:

CITY OF HATTIESBURG

ORDINANCE NO. 3268

AN ORDINANCE CLOSING AND VACATING A PORTION OF THE UNIMPROVED UNNAMED ALLEY WHICH IS LOCATED NORTH OF TUSCAN AVENUE BOUNDED BY CEDAR STREET TO THE EAST AND BOUNDED BY CHERRY STREET TO THE WEST (BETWEEN PARCEL 2-038H-15-094.00, PPIN 13638; PARCEL 2-038G-15-149.00, PPIN 13639; PARCEL 2-038G-15-212.00, PPIN 13640; PARCEL 2-038H-15-115.00, PPIN 13641, WARD 2) THAT IS CURRENTLY PLATTED AND EXISTING.

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

A general summary of the subject matter of the Ordinance is contained in its title.

This notice constitutes compliance with Sections 13-3-31 and 21-17-19 of the Mississippi Code Annotated (1972) as amended.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by Councilmember Delgado, seconded by Councilmember Brown and was adopted by the following roll call votes, to wit:

Yeas: George, Delgado, Carroll, Dryden and Brown
Absent: None
Nays: None

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 18th day of February, 2020.

ATTEST: /s/ Ronda S. Cole, Clerk of Council

ADOPT: /s/ Carter Carroll, President

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the 18th day of February, 2020.

ATTEST: /s/ Kermas Eaton, City Clerk

APPROVED: /s/ Toby Barker, Mayor

Published June 4, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 598 Published 1 times

Date 1st Published: Jun 11 Amt: 71.76

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 71.76

Proof of Publication Fee: 3.00

TOTAL: 74.76

(signed) [Signature] The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11th day of June, 2020, a Notary Public in and for the County of Forrest, State of Mississippi.

(signed) [Signature]



FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - Moyer Hearing July
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Kenneth Moyer, Representative and Bishop Arthur Cohens, Owner, as required in the Land Development Code, Ord. No. 3209, Ord. No. 3209, to request a Conditional Use as "Places of Assembly not Otherwise Listed (Church)" in R-3 (Multi-Family Residential) District as defined by the LDC for certain properties located at 103 Wisteria Drive (Parcel 2-0391-20-008.00, PPIN 27137; Parcel 2-038L-21-080.00, PPIN 39333, Ward 5). Said property being more particularly described as follows, to-wit:

A PARCEL OF LAND IN THE NW 1/4 OF THE SW 1/4 OF THE NW 1/4, SECTION 21, TOWNSHIP 4 NORTH, RANGE 13 WEST, FORREST COUNTY, MISSISSIPPI AND MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF THE SE 1/4 OF THE NW 1/4 OF THE ABOVE SAID SECTION 21; THENCE RUN SOUTH 89 DEGREES 42' EAST AND ALONG THE NORTH OF SAID SW 1/4 OF NW 1/4 FOR 155 FEET; THENCE RUN SOUTH 00 DEGREES 25' EAST 660.41 FEET TO THE SOUTH LINE OF THE ABOVE SAID NW 1/4 OF SW 1/4; THENCE RUN NORTH 89 DEGREES 33' WEST AND ALONG SOUTH LINE FOR 155 FEET TO THE WEST LINE OF THE ABOVE SAID SW 1/4 OF NW 1/4; THENCE RUN NORTH 00 DEGREES 25' WEST AND ALONG SAID WEST LINE FOR 660 FEET TO THE POINT OF BEGINNING; CONTAINING 2.34 ACRES MORE OR LESS.

AND

A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE 1/4 OF NE 1/4) OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 13 WEST IN THE COUNTY OF FORREST, STATE OF MISSISSIPPI, AND MORE PARTICULARLY DESCRIBES AS FOLLOW, TO WIT:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE 1/4 OF NE 1/4) OF SAID SECTION, TOWNSHIP AND RANGE, AND RUN THENCE SOUTH ON AND ALONG THE EAST BOUNDARY LINE OF SAID SECTION, TOWNSHIP AND RANGE, A DISTANCE OF 30

FEET TO AND FOR THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING ON THE SOUTH SIDE OF THE BLACKTOP PUBLIC ROAD KNOWN AS WISTERIA DRIVE, AND FROM SAID POINT OF BEGINNING RUN SOUTH ALONG THE EAST BOUNDARY LINE OF SAID SECTION, TOWNSHIP AND RANGE A DISTANCE OF 242 FEET, RUN THENCE WEST A DISTANCE OF 195 FEET TO THE EAST BOUNDARY LINE OF THE LOCAL PUBLIC ROAD, RUN THENCE NORTH 03 DEGREES 27 MINUTES WEST ON AND ALONG THE EAST BOUNDARY LINE OF SAID PUBLIC ROAD A DISTANCE OF 210.7 FEET TO THE POINT OF INTERSECTION OF THE EAST BOUNDARY LINE OF SAID LOCAL PUBLIC ROAD WITH THE SOUTH BOUNDARY LINE OF SAID WISTERIA DRIVE, AND RUN THENCE NORTH 81 DEGREES 17 MINUTES EAST AND ON AND ALONG THE SOUTH BOUNDARY LINE OF SAID WISTERIA DRIVE A DISTANCE OF 210 FEET TO THE POINT OF BEGINNING, THE SAID PARCEL OF LAND BEING BOUNDED ON THE NORTH SIDE BY THE SAID WISTERIA DRIVE AND ON THE WEST SIDE BY THE ABOVE MENTIONED PUBLIC ROAD, AND THE SAME CONTAINING ONE (1) ACRE OF LAND, MORE OR LESS.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, July 1, 2020 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 4th day of June 2020.

CITY OF HATTIESBURG, MISSISSIPPI

BY: s/ Kermas Eaton
CITY CLERK (SEAL)

Published June 11, 2020.

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 437 Published 1 times

Date 1st Published: Jun 11 Amt: 52.44

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 52.44

Proof of Publication Fee: 3.00

TOTAL: 55.44

(signed) [Signature] The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11th
day of June, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) [Signature]



FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - StJohn Hearing July
- ☐ Invoice #: _____
- ☐ Inv. Crf/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed Robert St. John, Owner, as required in the Land Development Code, Ord. No. 3209, to request a variance from Section 7.9.8.6 which states, "The maximum height of fences and walls shall be four feet above grade when located in a front yard. Otherwise the maximum height of a fence is eight feet" and instead allow for a ten (10) foot wall in the front yard for a variance of six (6) feet and a ten (10) foot wall in the side yard for a variance of two (2) feet for a proposed wall located at 3810 Hardy Street (Parcel 2-028M-07-076.00, PPIN 26450; Parcel 2-028M-07-074.00, PPIN 26449; Parcel 2-028M-07-020.00, PPIN 44632, Ward 3). Said property being more particularly described as follows, to-wit:

A parcel of land located in NW 1/4 of the SW 1/4 of Section 07, Township 04 North, Range 13 West, Forrest County, Mississippi, and being more particularly described as follows:

Commence at a found concrete monument marking the SW Corner of said Section 07; thence run EAST for 399.58 feet; thence run NORTH for 2415.09 feet to a found mag nail; thence run N01°17'32"E for 113.79 feet to a found mag nail and the POINT OF BEGINNING; thence continue N01°17'32"E for 64.14 feet to a set iron pin on the south right-of-way of Hardy Street (U.S. Highway 98); thence run S88°36'02"E along said south right-of-way for 41.32 feet to a set iron pin; thence leaving said south right-of-way run S00°25'34"W for 64.09 feet to a set chiseled "x" in concrete; thence run N88°40'36"W for 42.29 feet back to the POINT OF BEGINNING. The bearings and distances in this description are grid, derived from a GPS observation, and are referenced to the Mississippi East Zone State Plane Coordinate System, NAD 83 Horizontal Datum, NAVD 88 Vertical Datum, with a Grid Convergence Angle of -0°16'01" and a Combined Scale Factor of 0.99997314 for the Point of Beginning of this parcel.

Said parcel of land contains 0.062 acres (2680.125 sq. ft.) more or less.

A PUBLIC HEARING in relation to the above described petition will be held at 3:30 p.m., Wednesday, July 1, 2020 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Board of Adjustment of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 4th day of June 2020.

CITY OF HATTIESBURG, MISSISSIPPI

BY: s/ Kermas Eaton
CITY CLERK (SEAL)

Published June 11, 2020

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 385 Published 1 times

Date 1st Published: Jun 11 Amt: 46.20

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 46.20

Proof of Publication Fee: 3.00

TOTAL 49.20

(signed) [Signature] The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11th
day of June, 2020, a Notary Public in and for the County of Forrest, State of Mississippi.

(signed) [Signature]



FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - Jackson Hearing June 3
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Terry Jackson, Jr., Applicant, and Tony Garino, LeHigh Hanson, Inc., Owner, as required in the Land Development Code, Ord. No. 3209, to close and vacate a portion of an undeveloped alley, which located north of East Hardy Street, south of Jersey Street, and to the east of Oak Street (Parcel 2-030L-11-138.01, PPIN 20306, Ward 2) Said property being more particularly described as follows, to-wit:

The North 255 feet of a platted 10 foot wide public alley located in Block 4 of the R. A. Magruder Subdivision, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per Map or Plat thereof on file in the Office of the Chancery Clerk of said County and State, and being more particularly described as Beginning at the Northeast corner of Lot 10 in said Block 4 of the R. A. Magruder Subdivision at the South right-of-way of Jersey Street, thence run South along the West right-of-way of said platted alley along the East line of Lots 10, 9, 8, 7 and 6 in said Block 4, thence run East for 10 feet to the East right-of-way of said platted alley and to the Southwest corner of Lot 15 of said Block 4, thence run North along the East right-of-way of said platted alley along the West line of Lots 15, 14, 13, 12 and 11 in said Block 4 to the Northwest corner of Lot 11 of said Block 4 and to the South right-of-way of Jersey Street, thence run West along the South right-of-way of Jersey Street for 10 feet back to the Point-of-Beginning. The above described portion of said public alley to be vacated contains 0.06 acres, more or less.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, July 1, 2020 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 4th day of June 2020.

CITY OF HATTIESBURG, MISSISSIPPI

BY: s/ Kermas Eaton
CITY CLERK (SEAL)

Published June 11, 2020.

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 529 Published 1 times

Date 1st Published: Jun 11 Amt: 63.48

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 63.48

Proof of Publication Fee: 3.00

TOTAL: 66.48

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this
day of June, 2020, a Notary Public in and for the County of Forrest, State of Mississippi.

(signed) [Signature]



FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - Jackson Hearing June
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Terry Jackson, Jr., Applicant, and Tony Garino, LeHigh Hanson, Inc., Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for a certain property located at 119 Oak St. (Parcel 2-030L-11-138.01, PPIN 20306, Ward 2) from Section 4.5.3, R-1A (Single Family Residential) to Section 4.5.10, B-3 (Commercial Business) District. Said property being more particularly described as follows, to-wit:

TRACT 1:

All that part of Lots 11, 12, 13 and 14 of Block 4 of the R.A. Magruder Addition to the City of Hattiesburg, Mississippi, lying West of a line parallel with and 50 feet West of the center line of the main track of the Mississippi Central Railroad Company as now located and constructed across said lots.

TRACT 2:

LTS 6, 7, 8, 9 and 10 in block 4 of R.A. Marred Survey of the City of Hattiesburg, Mississippi.

TRACT 3:

A part of lots 15, 16 and 17 in Block 4 of the R.A. Magruder Addition of the city of Hattiesburg, Mississippi as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said part of said lots being more particularly described as

Beginning at the Northwest corner of Lot 15 in said Block 4 of said Survey and run thence in an easterly direction along the North line of said Lot 15 a distance of one hundred twenty-five feet (125') more or less, to a point fifty feet (50') West of the center line of the main track of the Mississippi Central Railroad Company, measured at right angles, thereto, thence southeasterly parallel with and fifty feet (50') West of the center line of said main track for a distance of one hundred fifty-nine and seven-tenths feet (159'-7'), more or less, to the South line of Lot No. 17, thence West along the South line of Lot No. 17 a distance of one hundred eighty feet (180'), more or less, to the Southwest corner of said Lot 17, thence in a northerly direction along the West line of Lot 17, 16, and 15 a distance of one hundred fifty feet (150') to the point of beginning, containing 22,075 sq. ft., more or less, as showing red lines on the blue print her to attached and made a part hereof as fully and completely as if copied herein in full, all of the above described property being a part of and located in the Southwest Quarter (SWq) of the Northwest Quarter (NWq) of Section 11, Township 4 North Range 13 West in said Forrest County, Mississippi.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, July 1, 2020 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 4th day of June 2020.

CITY OF HATTIESBURG, MISSISSIPPI

BY s/ Kemas Eaton
CITY CLERK (SEAL)

Published June 11, 2020.

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

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Total # of Words: 529 Published 1 times

Date 1st Published: Jun 11 Amt: 63.48

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 63.48

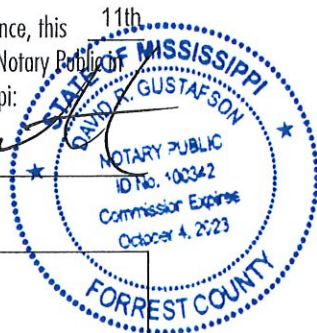
Proof of Publication Fee: 3.00

TOTAL: 66.48

(signed) [Signature] The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11th day of June, 2020, a Notary Public for and for the County of Forrest, State of Mississippi:

(signed) [Signature]



FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - Jackson Hearing June 2
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Terry Jackson, Jr., Applicant, and Tony Garino, LeHigh Hanson, Inc., Owner, as required in the Land Development Code, Ord. No. 3209, to request a Conditional Use as "Warehousing and Distribution (Warehouse)" in B-3 (Commercial Business) District as defined by the LDC for a certain property located at 119 Oak St. (Parcel 2-030L-11-138.01, PPIN 20306, Ward 2) Said property being more particularly described as follows, to-wit:

TRACT 1:

All that part of Lots 11,12,13 and 14 of Block 4 of the R.A. Magruder Addition to the City of Hattiesburg, Mississippi, lying West of a line parallel with and 50 feet West of the center line of the main track of the Mississippi Central Railroad Company as now located and constructed across said lots.

TRACT 2:

LTS 6, 7, 8, 9 and 10 in block 4 of R.A. Marred Survey of the City of Hattiesburg, Mississippi.

TRACT 3:

A part of lots 15, 16 and 17 in Block 4 of the R.A. Magruder Addition of the city of Hattiesburg, Mississippi as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said part of said lots being more particularly described as

Beginning at the Northwest corner of Lot 15 in said Block 4 of said Survey and run thence in an easterly direction along the North line of said Lot 15 a distance of one hundred twenty-five feet (125') more or less, to a point fifty feet (50') West of the center line of the main track of the Mississippi Central Railroad Company, measured at right angles, thereto, thence southeasterly parallel with and fifty feet (50') West of the center line of said main track for a distance of one hundred fifty-nine and seven-tenths feet (159'-7"), more or less, to the South line of Lot No. 17, thence West along the South line of Lot No. 17 a distance of one hundred eighty feet (180'), more or less, to the Southwest corner of said Lot 17, thence in a northerly direction along the West line of Lot 17, 16, and 15 a distance of one hundred fifty feet (150') to the point of beginning, containing 22,075 sq.ft., more or less, as showing red lines on the blue print her to attached and made a part hereof as fully and completely as if copied herein in full, all of the above described property being a part of and located in the Southwest Quarter (SWQ) of the Northwest Quarter (NWQ) of Section 11, Township 4 North Range 13 West in said Forrest County, Mississippi.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, July 1, 2020 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 4th day of June 2020.

CITY OF HATTIESBURG, MISSISSIPPI

BY: s/Kermas Eaton
CITY CLERK (SEAL)

Published June 11, 2020.

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 315 Published 1 times

Date 1st Published: Jun 11 Amt: 37.80

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

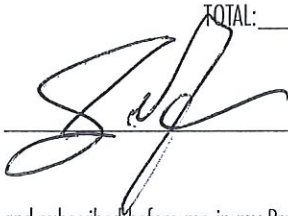
Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 37.80

Proof of Publication Fee: 3.00

TOTAL: 40.80

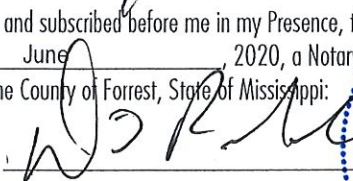
(signed)



The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11th day of June, 2020, a Notary Public in and for the County of Forrest, State of Mississippi:

(signed)



FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - Moye Hearing July 2
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pynt Rec.d: _____
- ☐ POP sent: _____

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Kenneth Moye, Representative and Bishop Arthur Cohens, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for a certain property located at 103 Wisteria Drive (Parcel 2-038L-21-080.00, PPIN 39333, Ward 5) from Section 4.5.6, R-2 (Two Family Residential) District and to Section 4.5.7, R-3 (Multi-Family Residential) District. Said property being more particularly described as follows, to-wit:

A PARCEL OF LAND IN THE NW 1/4 OF THE SW 1/4 OF THE NW 1/4, SECTION 21, TOWNSHIP 4 NORTH, RANGE 13 WEST, FORREST COUNTY, MISSISSIPPI AND MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF THE SE 1/4 OF THE NW 1/4 OF THE ABOVE SAID SECTION 21; THENCE RUN SOUTH 89 DEGREES 42' EAST AND ALONG THE NORTH OF SAID SW 1/4 OF NW 1/4 FOR 155

FEET; THENCE RUN SOUTH 00 DEGREES 25' EAST 660.41 FEET TO THE SOUTH LINE OF THE ABOVE SAID NW 1/4 OF SW 1/4; THENCE RUN NORTH 89 DEGREES 33' WEST AND ALONG SOUTH LINE FOR 155 FEET TO THE WEST LINE OF THE ABOVE SAID SW 1/4 OF NW 1/4; THENCE RUN NORTH 00 DEGREES 25' WEST AND ALONG SAID WEST LINE FOR 660 FEET TO THE POINT OF BEGINNING; CONTAINING 2.34 ACRES MORE OR LESS.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, July 1, 2020 in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 4th day, of June 2020.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: s/ Kermas Eaton
CITY CLERK (SEAL)

Published June 11, 2020.

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, repre-
senting The PineBelt NEWS, a weekly newspapers published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 274 Published 1 times

Date 1st Published: Jun 18 Amt: 32.88

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 32.88

Proof of Publication Fee: 3.00

TOTAL: 35.88

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 18th
day of June, 2020, a Notary Public in and for the County of Forrest, State of Mississippi:

(signed) [Signature]



FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 19 Conner Lane
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Mark Gipson c/o HL & C-Palmers
Crossing, LLC, P.O. Box 1, Picayune,
MS 39466; and all unknown persons
claiming any right, title or interest in or to
the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT
TO §21-19-11 of the Mississippi Code of
1972, as annotated and amended, the
City Council of the City of Hattiesburg will
hold a public hearing at 4:00 p.m. on
Monday, July 6, 2020 in the Jackie Dole
Sherrill Community Center, Hattiesburg,
MS to determine whether or not the
hereinafter-described property is in such
a state of uncleanness to be a menace
to the public health and safety of the
community. You have a right to file an an-
swer and to appear at said hearing in
person or otherwise and to offer your de-
fense, if any. If, at such hearing, the City
Council shall adjudicate the property in
its then condition to be a menace to the
health and safety of the community, the
City of Hattiesburg shall, if the owner will
not do so himself, proceed to have the
land cleared pursuant to the aforesaid
statute. The City of Hattiesburg may then
adjudicate the costs plus penalty of
cleaning said property and the costs may
become assessment against the prop-
erty, which shall be a lien against said
property all as provided by statute, to wit:

19 Conner Lane PARCEL: 2-042F-26-
146.00 Hattiesburg, MS, and better de-
scribed as : Lot 10, Block 3, W.A. Conner
Subdivision fo Palmer's Crossing, For-
rest County, Mississippi

Published June 18, 2020.

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 406 Published 1 times

Date 1st Published: Jun 18 Amt: 48.72

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 48.72

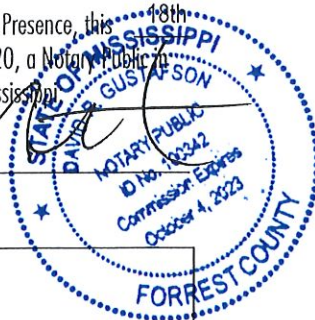
Proof of Publication Fee: 3.00

TOTAL: 51.72

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 18th day of June, 2020, a Notary Public in and for the County of Forrest, State of Mississippi.

(signed) [Signature]



FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 79 Dixie Pine Road
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING(S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Steven & Zandra Heilmeier, 4350 Driscoll Place, Brandywine, MD 20613; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, July 6, 2020 in the Jackie Dole Sherrill Community Center, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

79 Dixie Pine Road PARCEL: 2-0381-22-122.00 Hattiesburg, MS, and better described as : A strip of land 128 ft. in width across the East end of lot 1, block 2 of the D.E. McInnis survey or subdivision of the east half of the east half section 22, Township 4 North, Range 13 West, Forrest County, Mississippi, more particularly described as beginning at the southeast corner of said lot 1 for the place of beginning and thence west along the Southerly Boundary of said lot of 128 ft.; thence run north parallel with the east boundary of said lot of distance of 330 ft.; thence run east along the north boundary of said lot a distance of 128 ft. to the northeast corner of said lot; thence run south of the ease boundary of said lot a distance of 330 ft. to the southeast corner of said lot to the place of beginning; together with all improvements thereon and appurtenances thereunto belonging.

Published June 18, 2020.

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 340 Published 1 times

Date 1st Published: Jun 18 Amt: 40.80

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 40.80

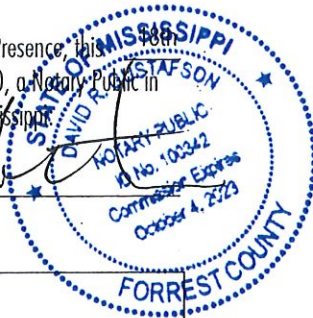
Proof of Publication Fee: 3.00

TOTAL: 43.80

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 18th day of June, 2020, a Notary Public in and for the County of Forrest, State of Mississippi.

(signed) [Signature]



FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 104 N 22nd
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING

(S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Dorothy W. Garrett, 41 Jupiter Circle, Violet, LA 70092; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, July 6, 2020 in the Jackie Dole Sherrill Community Center, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

104 North 22nd Avenue PARCEL: 2-028J-08-292.00 Hattiesburg, MS, and better described as : All of Lot Eight (8) in Block Twenty-One (21) of the Hattiesburg Heights Second Survey of the City of Hattiesburg, Forrest County, Mississippi, according to the official plat of said survey on file and of record in the office of Chancery Clerk of said county and state; together with all improvements located on said property which property is known as Municipal No. 104 North 22nd Avenue in said City of Hattiesburg, Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

Published June 18, 2020.

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 340 Published 1 times

Date 1st Published: Jun 18 Amt: 40.80

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 40.80

Proof of Publication Fee: 3.00

TOTAL: 43.80

(signed) _____

The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this _____ day of June, 2020, by _____ a Notary Public in and for the County of Forrest, State of Mississippi.

(signed) _____



FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 108 E 4th
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Linda Wahnetah and Thomas Harold
65 Howell Road Hattiesburg, MS 39401;
and all unknown persons claiming any
right, title or interest in or to the here-
inafter described property.

PLEASE TAKE NOTICE PURSUANT
TO §21-19-11 of the Mississippi Code of
1972, as annotated and amended, the
City Council of the City of Hattiesburg will
hold a public hearing at 4:00 p.m. on
Monday, July 6, 2020 in the Jackie Dole
Sherrill Community Center, Hattiesburg,
MS to determine whether or not the
hereinafter-described property is in such
a state of uncleanness to be a menace
to the public health and safety of the
community. You have a right to file an answer
and to appear at said hearing in person
or otherwise and to offer your defense,
if any. If, at such hearing, the City
Council shall adjudicate the property in
its then condition to be a menace to the
health and safety of the community, the
City of Hattiesburg shall, if the owner will
not do so himself, proceed to have the
land cleared pursuant to the aforesaid
statute. The City of Hattiesburg may then
adjudicate the costs plus penalty of
cleaning said property and the costs may
become assessment against the property,
which shall be a lien against said
property all as provided by statute, to wit:

108 East. 4th Street PARCEL: 2-092G-
03-606.00 Hattiesburg, MS, and better
described as : E 20 feet of lot 4 and the
west half of lot 5 (w/2 of lot 5), South of
railroad right-of-way, block 100 of the
Kamper and Whinnery Subdivision in the
City of Hattiesburg, County of Forrest,
State of Mississippi; as per the map or
plat thereof on file in the office of the
Chancery Clerk of Forrest County Mississippi,
and being known as Municipal
Number 108 East 4th St., Hattiesburg,
Mississippi, together with all improvements
thereon and appurtenances there-
unto belonging.

Published June 18, 2020.

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 332 Published 1 times

Date 1st Published: Jun 18 Amt: 39.84

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

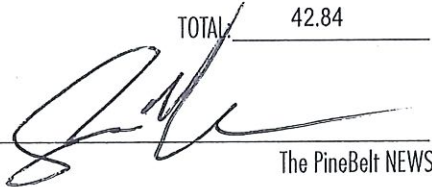
Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 39.84

Proof of Publication Fee: 3.00

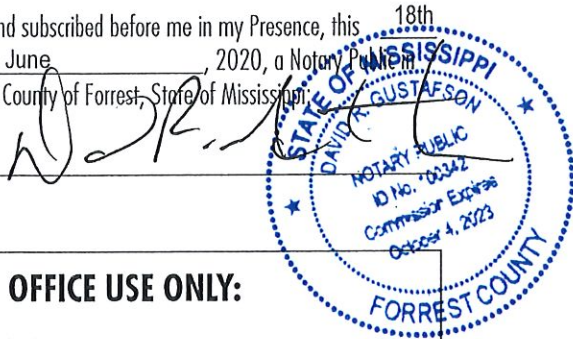
TOTAL: 42.84

(signed)


The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 18th
day of June, 2020, a Notary Public in and for the County of Forrest, State of Mississippi.

(signed)



FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 301 S 17th
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Legacy Memorial Holding, LLC, c/o
Alfreda R. Gray P.O. Box 1224, Hattiesburg, MS 39403 and T T L B L, LLC; and
all unknown persons claiming any right,
title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of

1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, July 6, 2020 in the Jackie Dole Sherrill Community Center, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

301 South 17th Avenue PARCEL: 2-028P-08-107.00 Hattiesburg, MS, and better described as: Lot one (1) and the North Half (N ½) of Lot Two (2), Block One (1) of the Hattiesburg Heights Third Survey in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements lying thereon and appurtenances thereunto belonging

Published June 18, 2020.

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 280 Published 1 times

Date 1st Published: Jun 18 Amt: 33.60

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 33.60

Proof of Publication Fee: 3.00

TOTAL: 36.60

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 18th
day of June, 2020, a Notary Public
and for the County of Forrest, State of Mississippi:

(signed) [Signature]



NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Roger Allen, 416 South 15th Avenue, Hattiesburg, MS 39401; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, July 6, 2020 in the Jackie Dole Sherrill Community Center, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

416 South 15th Avenue PARCEL: 2-029M-09-357.00 Hattiesburg, MS, and better described as : Receipt #15423, Parcel# 2-029M-09-357.00, PPIN# 17078, S 20ft 9 & N 35ft 10 BLK 22, Hattiesburg Heights Proper Survey Prev#: H0328-22-009 Str 09-04N-13W

Published June 18, 2020.

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 416 S 15th
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 297 Published 1 times

Date 1st Published: Jun 18 Amt: 35.64

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 35.64

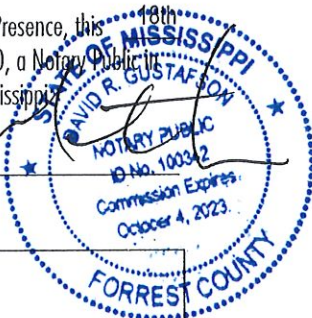
Proof of Publication Fee: 3.00

TOTAL 38.64

(signed) [Signature] The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 18th
day of June 2020, a Notary Public in
and for the County of Forrest, State of Mississippi.

(signed) [Signature]



FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - 703 Woodland
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Sharon Smith, 703 Woodland Ct.,
Hattiesburg, MS 39401; and all unknown
persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Monday, July 6, 2020 in the Jackie Dole Sherrill Community Center, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property,

which shall be a lien against said property all as provided by statute, to wit:

703 Woodland Ct. PARCEL: 2-038B-15-087.00 Hattiesburg, MS, and better described as : Lot 2 Block 2 of the Woodland Court Subdivision of the City of Hattiesburg, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Published June 18, 2020.

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 342 Published 1 times

Date 1st Published: Jun 18 Amt: 41.04

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 41.04

Proof of Publication Fee: 3.00

TOTAL: 44.04

(signed) [Signature]
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 18th
day of June, 2020, a Notary Public in
and for the County of Forrest, State of Mississippi:

(signed) [Signature]



FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CoH - Milton Barnes Avenue
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

To: Darren C. Jackson (deceased) and
any heirs 3930 Village Main St., Lo-
ganville, GA 30052 and Susan Jackson;
and all unknown persons claiming any
right, title or interest in or to the here-
inafter described property.

PLEASE TAKE NOTICE PURSUANT
TO §21-19-11 of the Mississippi Code of
1972, as annotated and amended, the
City Council of the City of Hattiesburg will
hold a public hearing at 4:00 p.m. on
Monday, July 6, 2020 in the Jackie Dole
Sherrill Community Center, Hattiesburg,
MS to determine whether or not the here-
inafter-described property is in such a
state of uncleanness to be a menace to
the public health and safety of the com-
munity. You have a right to file an answer
and to appear at said hearing in person
or otherwise and to offer your defense, if
any. If, at such hearing, the City Council
shall adjudicate the property in its then
condition to be a menace to the health
and safety of the community, the City of
Hattiesburg shall, if the owner will not do
so himself, proceed to have the land
cleared pursuant to the aforesaid statute.
The City of Hattiesburg may then adju-
dicate the costs plus penalty of cleaning
said property and the costs may become
assessment against the property, which
shall be a lien against said property all
as provided by statute, to wit:

2-038B-15-583.00 Milton Barnes PAR-
CEL: 2-038B-15-583.00 Hattiesburg,
MS, and better described as : A part of
lot 1 in block 1 of the Bertrand Survey
and more particularly described as: Be-
ginning at the northwest corner of said
lot and run east 451/2 ft. to the point of
beginning; thence run south 94-1/3 ft. to
the south line of said lot; thence run east
121-1/6 ft. to the right-of-way of the
B&HS Railroad; thence run northwest-
wardly 121 ft. to Manning Avenue,
thence run west 44 ft. top to the point of
beginning.

Published June 18, 2020.

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 282 Published 2 times

Date 1st Published: Jun 18 Amt: 33.84

Date 2nd Published: Jun 25 Amt: 28.20

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 62.04

Proof of Publication Fee: 3.00

TOTAL: 65.04

(signed) Christina Purie
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 25th day of June, 2020, a Notary Public in and for the County of Forrest, State of Mississippi.

(signed) [Signature]
NOTARY PUBLIC
ID No. 100342
Commission Expires
October 4, 2023
FORREST COUNTY

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: CofH - SCADA bids
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive bids in the following manner:

Proposals will be accepted until 10:00a.m. On Thursday, July 9, 2020, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Vendors must supply prices with their proposal.

Specifications and procedures can be downloaded from Central Bidding at www.centralbidding.com. All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic process, please call Central Bidding at (225)810-4814.

Qualified bidders will be invited to participate in a reverse auction, which will take place on July 16, 2020, at 10:30a.m. Supervisory Control and Data Acquisition Units "SCADA Units".

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities. PUBLISHED by Order of the Council on this, the 16th day of June, 2020.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/s/
CITY CLERK

Published June 18, 25, 2020.

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 603 Published 1 times

Date 1st Published: Jul 02 Amt: 72.36

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 72.36

Proof of Publication Fee: 3.00

TOTAL: 75.36

(signed) Chris P
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 2nd
day of July, 2020, a Notary Public
and for the County of Forrest, State of Mississippi:

(signed) [Signature]

FOR OFFICE USE ONLY:

- ☒ Em P: 6/29
☐ App: _____
☐ File Name: C of H - Resolution 2020-188
☐ Invoice #: _____
☐ Inv. Crt/Mld: _____
☐ Pymt Rec.d: _____
☐ POP sent: _____

CITY OF HATTIESBURG NOTICE OF ADOPTION OF RESOLUTION

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 2020-188, duly adopted and approved by the City Council of the City of Hattiesburg on June 16, 2020. A complete copy of the Resolution is available for public inspection during normal and regular business hours in the office of the City Clerk of the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi, 39401.

Section 1. That the following budget amendments are hereby authorized to be made in the City's General Fund General Government Other Services & Charges Unappropriated Fund Balance:

Original Balance: \$4,518,591; Cumulative Amendments: \$1,087,315; Amended Budget: \$5,605,906; Adjust budget for grant award.

Section 2. That the following budget amendments are hereby authorized to be made in the City's General Fund Public Safety Contractual Services Other Services & Charges Unappropriated Fund Balance:

Original Balance: \$918,000; Cumulative Amendments: \$300,000; Amended Budget: \$1,218,000; Adjust budget for prisoner housing costs.

Section 3. That the following budget amendments are hereby authorized to be made in the City's TIF Debt Service (Planet Fitness) Fund Principal Payments Unappropriated Fund Balance:

Original Balance: \$0; Cumulative Amendments: \$9,282; Amended Budget: \$9,282; Budget for payment of principal for TIF debt.

Section 4. That the following budget amendments are hereby authorized to be made in the City's TIF Debt Service (Planet Fitness) Fund Interest Payments Unappropriated Fund Balance:

Original Balance: \$0; Cumulative Amendments: \$3,840; Amended Budget: \$3,840; Budget for payment of interest for TIF debt.

Section 5. That the following budget amendments are hereby authorized to be made in the City's Police Forfeitures Fund Capital Outlay Unappropriated Fund Balance:

Original Balance: \$16,601; Cumulative Amendments: \$88,063; Amended Budget: \$104,664; Budget for purchase of equipment with forfeiture funds.

Section 6. That the following budget amendments are hereby authorized to be made in the City's TIF Debt Service (Midtown Market) Fund Other Services & Charges Unappropriated Fund Balance:

Original Balance: \$0; Cumulative Amendments: \$11; Amended Budget: \$11; Budget for bank services charges.

Section 7: That the following budget amendments are hereby authorized to be made in the City's Municipal Road & Bridge Fund Capital Outlay Unappropriated Fund Balance:

Original Balance: \$3,921,000; Cumulative Amendments: \$405,110;

Amended Budget: \$4,326,110; Budget funds for road improvements.

Section 8: That the following budget amendments are hereby authorized to be made in the City's Community Development Block Grant Fund Other Services & Charges Unappropriated Fund Balance:

Original Balance: \$223,602; Cumulative Amendments: \$221,280; Amended Budget: \$444,882; Budget fund received from CARES Act.

Section 9: That the following budget amendments are hereby authorized to be made in the City's

Special Sales Tax/Parks/Recreation/USM Improvements Fund Personal Services Unappropriated Fund Balance:

Original Balance: \$0; Cumulative Amendments: \$12,457; Amended Budget: \$12,457; Budget remaining fiscal year salary for project manager.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HATTIESBURG:

This notice constitutes compliance with Section 21-35-25 of the Mississippi Code Annotated (1972) as amended.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council Vice President Dryden, seconded by Councilmember George and was adopted by the following roll call votes, to wit:

Yeas: George, Delgado, Carroll, Dryden, Brown
Absent: None
Nays: None

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 16th day of June, 2020.

(SEAL:) ATTEST: /s/ Ronda S. Cole, Clerk of Council

ADOPT: /s/ Carter Carroll, President

The above and foregoing Resolution, having been submitted and approved by the Mayor, this the 16th day of June, 2020.

ATTEST: /s/ Kermas Eaton, City Clerk

APPROVED: /s/ Toby Barker, Mayor

Published July 2, 2020.

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 490 Published 1 times

Date 1st Published: Jul 02 Amt: 58.80

Date 2nd Published: Amt:

Date 3rd Published: Amt:

Date 4th Published: Amt:

Date 5th Published: Amt:

Subtotal Printer's Fee: 58.80

Proof of Publication Fee: 3.00

TOTAL: 61.80

(signed) Christina Pucé
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 2nd day of July, 2020, a Notary Public in and for the County of Forrest, State of Mississippi.

(signed) [Signature]
NOTARY PUBLIC
DAVID R. GUSTAFSON
ID No. 102342
Commission Expires October 4, 2023
FORREST COUNTY

FOR OFFICE USE ONLY:

- ☐ Em P: 6/29
- ☐ App:
- ☐ File Name: C of H - CARES disclosure
- ☐ Invoice #:
- ☐ Inv. Crt/Mld:
- ☐ Pymt Rec.d:
- ☐ POP sent:

NOTICE

CONFLICT OF INTEREST DISCLOSURE CITY OF HATTIESBURG COMMUNITY DEVELOPMENT PROGRAMS

ATTENTION: ALL HATTIESBURG,
MISSISSIPPI RESIDENTS

The City of Hattiesburg is an entitlement recipient of Federal funds from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) Program, having been awarded \$321,280 through the CARES Act in 2020 in response to the COVID-19 health crisis. Among other activities, the City has proposed to use a portion of the funds to provide financial assistance to low and moderate-income households whose income has been negatively impacted by COVID-19 through job loss, business closure, social distancing, etc. This financial support would be used to pay certain rent and utility payments. Because the City of Hattiesburg operates the water and sewer utility for most residential areas in the City, this creates a perceived conflict of interest warranting this disclosure. This disclosure is further warranted because the households of city employees, former city employees, and other covered persons may apply and could potentially become recipients.

The Federal Government's Code of Federal Regulations, 24 CFR Section 570.611 states: "(b) Conflicts Prohibited. The general rule is that no person described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to the CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity or have a financial interest in any contract, or agreement with respect to a CDBG-assisted activity either for themselves or those with whom

they have business or immediate family ties, during their tenure or one year thereafter . . ." (c) Persons Covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or sub-recipients which are receiving funds under this part."

The U.S. Department of Housing and Urban Development (HUD) may grant an exception to these provisions and allow the activities described herein, provided the City publicly disclose the nature of the potential conflict and an opinion from the City attorney that the interest for which we are seeking the exception is not in violation of State or Local law. The potential conflict in this case arises from the fact that the City of Hattiesburg is the owner/operator of one of the utilities that may be paid with the described assistance, and that it is possible that the households of current and former city employees and other "covered persons" may apply for said assistance. Mr. Randy Pope, serving as City Attorney, has reviewed the proposed activity and perceived conflict of interest and has issued a legal opinion in accordance with 24 CFR 570.611 determining that it does not violate state or local law.

Published July 2, 2020.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Sylvester London, Division Manager

cc:

Date: Tuesday, September 8, 2020

Re: Acknowledge receipt of the two quote docket as provided for in 31-7-13(b) of the Mississippi Code of 1972
File Number: 2020-636
Minute Book #

Summary

Acknowledge receipt of the two quote docket as provided for in 31-7-13(b) of the Mississippi Code of 1972

Recommendation Statement

Attached is the unadvertised bid docket for the period of July 27, 2020 through August 30, 2020, covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-7-13 (B) of the Mississippi Code.

This report is submitted for your review, approval, and acknowledgement on the minutes of the City Council. Should there be any questions, please feel free to contact my office.

Please place this on the September 8, 2020 City Council meeting for consideration.

BILL TO: CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page
Date

07/28/201

VENDOR MAILING:
RJM MCQUEEN CONTRACTING INC
80 RAMSEY MCQUEEN ROAD
COLLINS MS 39428

LEWIS AKIRA
MINUTE BOOK # PENDING
VENDOR # 00092535

SHIP TO :
CITY OF HATTIESBURG
GROUNDS MAINTENANCE
139 PARKWAY BLVD
HATTIESBURG MS 39401

PROCESSING CODE:

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
-----------	-------------	-----	----	-----------	------------

PROJECT LINE: CHAIN PARK-REMOVAL OF DEBRIS AND TOPSOIL APPLICATION

002300.6999	VENDOR SHALL REMOVE BRICKS, DEBRIS, OTHER MATERIAL FROM JOBSITE. CLEAN THE ENTIRE JOBSITE AND APPLY TOPSOIL. GRASS SHOULD BE CLEAR FOR FUTURE MOWING-VENDOR SHALL PROVIDE MATERIAL AND EQUIPMENT INCLUDING TOPSOIL TO COMPLETE THE PROJECT *POINT OF CONTACT WILL BE JOHN MCLEMORE 6016061475*	1.00	EA	4,800.0000	4,800.00
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TOTAL CONTRACT AMOUNT NOT TO EXCEED 4,800.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE CONTACT ACCOUNTING (601) 545-4686.

KERMAE EATON
CITY CLERK

48530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 7/20/20
Order Number 11 2578 00

RIM GREEN CONTRACTING I
80 RUSSEY WOODS ROAD
COLLINS MS 39425

Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
HATTIESBURG MS 39401

PRINTED NAME: Amelie D. Keys

Phone Number: 601 5454512

SIGNATURE: Amelie D. Keys DATE: 7/21/20

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: CHAIN PAVE-REMOVAL OF DEBRIS AND TOPSOIL APPLICATION

ITEM DESCRIPTION	Request Date	QTY	Unit	Unit Price	Extended Cost	Delivery Date	Expired Date
VENOR SPALLS, DEBRIS, OTHER MATERIAL FROM JOBSITE. CLEAN REMOVING MATERIAL FROM JOBSITE. CLEAN FOR FUTURE PAVING. SHALL PROVIDE MATERIAL AND EQUIPMENT INCLUDING PERSONNEL TO COMPLETE THE PROJECT. POINT OF CONTACT WILL BE JOHN MCLEMORE 6016061475.	07/20/20	1.00	EA	\$4800.00	\$4800.00	8/3/20	8/3/20

TOTAL BID PRICE: \$4800.00



CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 7/22/20
Order Number 2978 00HOMESTEAD DIRT WORKS & MU
PO BOX 1552
HATTIESBURG MS 39403Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401PRINTED NAME Gabriel Shemper Homestead Dirt Works & Mulching

Phone Number . . . 601 5454512

SIGNATURE Gabriel Shemper DATE 7/24/20

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: CHAIN PARK-REMOVAL OF DEBRIS AND TOPSOIL APPLICATION

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
VENDOR SHALL REMOVE BRICKS, DEBRIS, OTHER MATERIAL FROM JOBSITE. CLEAN THE ENTIRE JOBSITE AND APPLY TOPSOIL. GRASS SHOULD BE CLEAR FOR FUTURE MOWING-VENDOR SHALL PROVIDE MATERIAL AND EQUIPMENT INCLUDING TOPSOIL TO COMPLETE THE PROJECT *POINT OF CONTACT WILL BE JOHN MCLEMORE 6016061475*	07/20/20	1.00	EA	\$5,000.00		7/27/20	7/24/21

TOTAL BID PRICE \$5,000.00

BILL TO: CITY OF HATTIESBURG
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page Date 08/05/201

PO No. 201135

Req No. 2979

VENDOR MAILING:
SOUTHERN INDUSTRIAL SUPPLY
PO BOX 15698
HATTIESBURG MS 39404-5698

MCCLAIN, JACQUILINE (601) 5541006
MINUTE BOOK # PENDING
VENDOR # 00071736

SHIP TO:
CITY OF HATTIESBURG
SANITATION DIVISION
103 FAULKNER STREET
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: 95 GALLON REFUSE CARTS FOR RESIDENTIAL REFUSE COLLECTION SEND METHOD 1 (601)5457161

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001220.6049	95 MIL GREEN CAN ALL CARTS INCLUDE THE FOLLOWING: 10" DIAMETER INJECTION MOLDED WHEELS, SOLID STEEL AXLE AND METAL FRONT BAR: CITY LOGO HOT STAMP ON EACH SIDE OF CART BODY: SEQUENTIAL SERIAL NUMBER HOT STAMP ON EACH CONTAINER. 10 YEAR NON-PRORATED WARRANTY ON ANY MANUFACTURER DEFECTS. PLEASE INCLUDE FREIGHT	150.00	EA	51.5000	7,725.00
001220.6049	95 MIL BROWN CAN BROWN 95 GALLON MIL CARTS ALL CARTS INCLUDE THE FOLLOWING: 10" DIAMETER INJECTION MOLDED WHEELS, SOLID STEEL AXLE AND METAL FRONT BAR: CITY LOGO HOT STAMP ON EACH SIDE OF CART BODY: SEQUENTIAL SERIAL NUMBER HOT STAMP ON EACH CONTAINER. 10 YEAR NON-PRORATED WARRANTY ON ANY MANUFACTURER DEFECTS. PLEASE INCLUDE FREIGHT	150.00	EA	51.5000	7,725.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 15,450.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE CONTACT ACCOUNTING (601) 545-4686.

KERMAE EATON
CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 7/22/20
Order Number 2979 OQSOUTHERN INDUSTRIAL SUPPL
PO BOX 15698
HATTIESBURG MS 39404-5698Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401PRINTED NAME Jeff Plante Phone Number . 601 5454512SIGNATURE Jeff Plante DATE 7/28/20

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: 95 GALLON REFUSE CARTS FOR RESIDENTIAL REFUSE COLLECTION

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
95 MIL GREEN CAN ALL CARTS INCLUDE THE FOLLOWING: 10" DIAMETER INJECTION MOLDED WHEELS, SOLID STEEL AXLE, AND METAL FRONT BAR. CITY LOGO HOT STAMP ON EACH SIDE OF CART BODY. SEQUENTIAL SERIAL NUMBER HOT STAMP ON EACH CONTAINER. 10 YEAR NON-PRORATED WARRANTY ON ANY MANUFACTURER DEFECTS. PLEASE INCLUDE FREIGHT	07/21/20	150.00	EA	\$51.50	\$7725.00	30 DAYS ARO	9/4/20
95 MIL BROWN CAN BROWN 95 GALLON MIL CARTS ALL CARTS INCLUDE THE FOLLOWING: 10" DIAMETER INJECTION MOLDED WHEELS, SOLID STEEL AXLE, AND METAL FRONT BAR. CITY LOGO HOT STAMP ON EACH SIDE OF CART BODY. SEQUENTIAL SERIAL NUMBER HOT STAMP ON EACH CONTAINER. 10 YEAR NON-PRORATED WARRANTY ON ANY MANUFACTURER DEFECTS. PLEASE INCLUDE FREIGHT	07/21/20	150.00	EA	\$51.50	\$7725.00	30 DAYS ARO	9/4/20

TOTAL BID PRICE \$15450.00



Chubbey
8-5-20

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

OTTO ENVIRONMENTAL
12700 GENERAL DR
CHARLOTTE NC 28273

Mail To.

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Page No. 1
Date 7/22/20
Order Number 2979 00

Phone Number . . 601 5454512

PRINTED NAME Michael Costello, President and CEO

SIGNATURE [Signature] DATE 7/28/20

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: 95 GALLON REFUSE CARTS FOR RESIDENTIAL REFUSE COLLECTION

ITEM DESCRIPTION	Request		QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
	Date							
95 MIL GREEN CAN ALL CARTS INCLUDE THE FOLLOWING: 10" DIAMETER INJECTION MOLDED WHEELS, SOLID STEEL AXLE AND METAL FRONT BAR. CITY LOGO HOT STAMP ON EACH SIDE OF CART BODY. SEQUENTIAL SERIAL NUMBER HOT STAMP ON EACH CONTAINER. 10 YEAR NON-PRORATED WARRANTY ON ANY MANUFACTURER DEFECTS. PLEASE INCLUDE FREIGHT	07/21/20		150.00	EA	\$67.75	\$10,162.50	30 days	01/21/2021
95 MIL BROWN CAN BROWN 95 GALLON MIL CARTS. ALL CARTS INCLUDE THE FOLLOWING: 10" DIAMETER INJECTION MOLDED WHEELS, SOLID STEEL AXLE AND METAL FRONT BAR. CITY LOGO HOT STAMP ON EACH SIDE OF CART BODY. SEQUENTIAL SERIAL NUMBER HOT STAMP ON EACH CONTAINER. 10 YEAR NON-PRORATED WARRANTY ON ANY MANUFACTURER DEFECTS. PLEASE INCLUDE FREIGHT	07/21/20		150.00	EA	\$67.75	\$10,162.50	30 days	01/21/2021

TOTAL BID PRICE \$20,325.00

BILL TO: CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
 PURCHASE ORDER
 THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

WAGGONER, ROBIN
 MINUTE BOOK #
 VENDOR # 00013714

(601) 5454630

SHIP TO:
 CITY OF HATTIESBURG
 WATER PLANT #2
 900 JAMES STREET
 HATTIESBURG MS 39401

Page Date
 PO No.
 Req No.

- -
 - 201100
 - 2981

08/04/2011

VENDOR MAILING:
 INDUSTRIAL CHEMICALS INC
 PO BOX 73305
 DALLAS TX 75373-3305

PROCESSING CODE:

PROJECT LINE: 50LB BAGS OF LIME FOR WATER PLANTS
 Account #

SEND METHOD 1 (205)9780485
 UM UNIT COST TOTAL COST

009673.5130
 LIME (50LB BAGS)
 720.00 EA 8.1000 5,832.00

REQUIREMENTS:
 -DELIVERY BY FLATBED OR BOX WITH LIFT GATE.
 -ONE SHIP DATE (COMPLETE ORDER)
 -DELIVER TO BOTH PLANT#1 & PLANT#2
 -NO ADDITIONAL SHIPPING/FREIGHT/FUEL SURCHARGE, ETC.

TOTAL CONTRACT AMOUNT NOT TO EXCEED 5,832.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE CONTACT ACCOUNTING (601) 545-4686.

KERMAE EATON
 CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMINDUSTRIAL CHEMICALS INC
PO BOX 73305
DALLAS TX 75378-3305

Mail To

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401Page No. 1
Date - 7/28/20
Order Number 2981 OQPRINTED NAME Robin Roop

Phone Number . . 601 5454512

SIGNATURE Robin Roop DATE 07/30/2020

Shipping terms are F.O.B. destination, freight prepaid

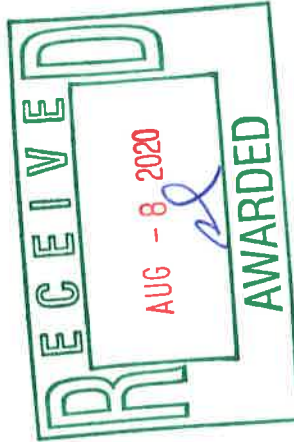
PROJECT LINE: 50LB BAGS OF LIME FOR WATER PLANTS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
LIME (50LB BAGS)	07/28/20	720.00	EA	8.10 per bag	5832.00	Upon request	30 days

REQUIREMENTS:

- DELIVERY BY FLAUBED OR BOX WITH LIFT GATE.
- ONE SHIP DATE (COMPLETE ORDER)
- DELIVER TO BOTH PLANT#1 & PLANT#2
- NO ADDITIONAL SHIPPING/FREIGHT/FUEL SURCHARGE, ETC.

TOTAL BID PRICE \$5,832.00



RL

8/4/20

HARCROS CHEMICALS INC
1480 TELEGRAPH RD
MOBILE AL 36610-1867

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 7/28/20
Order Number 2981 OQ

Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME

SIGNATURE

DATE 7/29/20

PROJECT LINE: 50LB BAGS OF LIME FOR WATER PLANTS

Shipping terms are F.O.B. destination, freight prepaid

ITEM DESCRIPTION
LIME (50LB BAGS)
REQUIREMENTS:
-DELIVERY BY FLATBED OR BOX WITH LIFT GATE.
-ONE SHIP DATE (COMPLETE ORDER)
-DELIVER TO BOTH PLANT#1 & PLANT#2
-NO ADDITIONAL SHIPPING/FREIGHT/FUEL SURCHARGE, ETC.

Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
07/28/20	720.00	EA	\$9.475	\$6,822.00	8/10	+30

TOTAL BID PRICE

\$6,822.00

BILL TO: CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page Date
08/04/201

VENDOR MAILING:
INDUSTRIAL CHEMICALS INC
PO BOX 73305
DALLAS TX 75373-3305

WAGGONER, ROBIN
MINUTE BOOK # PENDING
VENDOR # 00013714

SHIP TO:
CITY OF HATTIESBURG
WATER PLANT #2
900 JAMES STREET
HATTIESBURG MS 39401

POINT OF CONTACT:

PROCESSING CODE:

PROJECT LINE: 50LB BAGS OF SODIUM FLUOSILICATE FOR WATER PLANTS

SEND METHOD 1 (205)9780485

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
009673.5130	SODIUM FLUOSILICATE 50LB BAGS OF SODIUM FLUOSILICATE.	350.00	EA	36.0000	12,600.00
REQUIREMENTS: -DELIVERY BY FLATBED OR BOX WITH LIFT GATE. -ONE SHIP DATE (COMPLETE ORDER) -DELIVER TO BOTH PLANT#1 & PLANT#2 -NO ADDITIONAL SHIPPING/FREIGHT/FUEL SURCHARGE, ETC.					

TOTAL CONTRACT AMOUNT NOT TO EXCEED 12,600.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAE EATON
CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMINDUSTRIAL CHEMICALS INC
PO BOX 733305
DALLAS TX 75373-3305Mail To . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W. FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401Page No. . . . 1
Date . . . 7/28/20
Order Number . . . 2982 00PRINTED NAME Robin Roop

Phone Number . . 601 5454512

SIGNATURE Robin Roop DATE 08/03/20

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: 50LB BAGS OF SODIUM FLUOSILICATE FOR WATER PLANTS

ITEM DESCRIPTION

SODIUM FLUOSILICATE

50LB BAGS OF SODIUM FLUOSILICATE.

REQUIREMENTS:

- DELIVERY BY FLATBED OR BOX WITH LIFT GATE.
- ONE SHIP DATE (COMPLETE ORDER)
- DELIVER TO BOTH PLANT#1 & PLANT#2
- NO ADDITIONAL SHIPPING/FREIGHT/FUEL SURCHARGE, ETC.

Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
07/28/20	350.00	EA	36.00/bag	\$12,600.00	Upon request	

TOTAL BID PRICE \$12,600.00



RL

8/4/20

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMHARCROS CHEMICALS INC
1480 TELEGRAPH RD
MOBILE AL 36610-1867Mail To. . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME

Sean Kessler

Phone Number . . 601 5454512

SIGNATURE

DATE *7/31/20*

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: 50LB BAGS OF SODIUM FLUOSILICATE FOR WATER PLANTS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
------------------	--------------	-----	----	------------	---------------	---------------	--------------

SODIUM FLUOSILICATE
50LB BAGS OF SODIUM FLUOSILICATE.

07/28/20

350.00

EA

*\$48**\$16,800**8/15 +30*

REQUIREMENTS:
 -DELIVERY BY FLATBED OR BOX WITH LIFT GATE.
 -ONE SHIP DATE (COMPLETE ORDER)
 -DELIVER TO BOTH PLANT#1 & PLANT#2.
 -NO ADDITIONAL SHIPPING/FREIGHT/FUEL SURCHARGE, ETC.

TOTAL BID PRICE

*\$16,800.00*Page No. . . . 1
Date - . . . 7/28/20
Order Number . . . 2982 00

BILL TO: CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-545-6661

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432
 P U R C H A S E O R D E R
 POINT OF CONTACT:

CITY OF HATTIESBURG
 FIRE DEPT-STATION #1
 810 N MAIN STREET
 HATTIESBURG MS 39401

WADE, DANNY
 MINUTE BOOK # PENDING
 VENDOR # 00111548

VENDOR MAILING:
 UNIFORM SURPLUS OF AMERICA, LLC
 200 EAST PINE STREET
 HATTIESBURG MS 39401

PO No. 201509
 Req No. 2984

Page Date 08/19/20

PROJECT LINE: HFD UNIFORMS FOR ALL PERSONNEL				PROCESSING CODE:		(888)7406278	
Account #	Description	QTY	UM	UNIT COST	TOTAL COST		
001160.5350	UA VALSETZ SIDE ZIP Under Armour Black Boots	30.00	EA	100.0000	3,000.00		
001160.5350	511 PERFORMANCE SS Red Polo Short Sleeve	30.00	EA	43.9900	1,319.70		
001160.5350	511 PERFORMANCE LS Red Polo Long Sleeve	20.00	EA	44.9900	899.80		
001160.5350	SWEATSHIRT RED Premium Heavy Weight 100% COTTON	120.00	EA	19.9900	2,398.80		
001160.5350	5430 PERFORMANCE 9" POCKETED SHORT NAVY BLUE	175.00	EA	14.9900	2,623.25		

TOTAL CONTRACT AMOUNT NOT TO EXCEED 10,241.55

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAE EATON
 CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 8/12/20
Order Number 2984 OQUNIFORM SURPLUS OF AMERIC
200 EAST PINE STREET
HATTIESBURG MS 39401Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W. FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401PRINTED NAME Avon Sackler

Phone Number . . . 601 5454512

SIGNATURE Avon Sackler DATE 8/13/2020

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: HFD UNIFORMS FOR ALL PERSONNEL

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
UA VALSETZ SIDE ZIP Under Armour Black Boots	08/12/20	30.00	EA	100.00	3000.00	9/13/20	12/13/20
511 PERFORMANCE SS Red Polo Short Sleeve	08/12/20	30.00	EA	43.99	1319.70	9/13/20	12/13/20
511 PERFORMANCE LS Red Polo Long Sleeve	08/12/20	20.00	EA	44.99	899.80	9/13/20	12/13/20
SWEATSHIRT RED Premium Heavy Weight 100% COTTON	08/12/20	120.00	EA	19.99	2398.80	9/13/20	12/13/20
5430 PERFORMANCE 9" POCKETED SHORT NAVY BLUE	08/12/20	175.00	EA	14.99	2623.25	9/13/20	12/13/20

TOTAL BID PRICE \$ 10,241.55

Approved
Chip
Aug 13/20

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 8/12/20
Order Number 2984 00EK EMBROIDERY LLC
2219 PASS RD
GULFPORT MS 39501-4906Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Megan DubrocSIGNATURE M. Dubroc DATE 8/17/20

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: HFD UNIFORMS FOR ALL PERSONNEL

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
UA VALSETZ SIDE ZIP Under Armour Black Boots	08/12/20	30.00	EA	190.50	3415.00	9/13/20	12/13/20
511 PERFORMANCE SS Red Polo Short Sleeve	08/12/20	30.00	EA	47.50	1425.00	9/13/20	12/13/20
511 PERFORMANCE LS Red Polo Long Sleeve	08/12/20	20.00	EA	49.50	990.00	9/13/20	12/13/20
SWEATSHIRT RED Premium Heavy Weight 100% COTTON	08/12/20	120.00	EA	22.50	2700.00	9/13/20	12/13/20
5430 PERFORMANCE 9" POCKETED SHORT NAVY BLUE	08/12/20	175.00	EA	19.50	3412.50	9/13/20	12/13/20

TOTAL BID PRICE 2142.50

BILL TO: CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-545-6661

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

LEWIS, AKIRA
 MINUTE BOOK # PENDING
 VENDOR # 00070283

(601) 5454667

SHIP TO :
 CITY OF HATTIESBURG
 GROUNDS MAINTENANCE
 139 PARKWAY BLVD
 HATTIESBURG MS 39401

Page Date 08/20/2011
 PO No. 201550
 Req No. 2985

VENDOR MAILING:
 TOUCHSTONE MOTOR SALES INC
 1801 CORINNE ST
 HATTIESBURG MS 39401-6322

PROJECT LINE: RECREATION MAINTENANCE-VEHICLES
 PROCESSING CODE:
 SEND METHOD 1 (601)5832266

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
002300.7420	USED 2010 OR NEWER F250 3/4 TON CREW CAB WITH LESS THAN 150,000 MILES OR BETTER COLOR-WHITE 4 DOOR	1.00	EA	9,650.0000	9,650.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 9,650.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE CONTACT ACCOUNTING (601) 545-4686.

KERMAE EATON
 CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 8/13/20
Order Number 2885 00TOUCHSTONE MOTOR SALES IN
1801 CORLIFF ST.
HATTIESBURG MS 39401-6322Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME

Cherry Dyak
DATE 8-13-2020

SIGNATURE

DATE

8-13-2020

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: RECREATION MAINTENANCE-VEHICLES

ITEM DESCRIPTION

USED 2010 OR NEWER
F250 3/4 TON CREW CAB WITH LESS THAN 150,000 MILES OR BETTER
COLOR-WHITE 4 DOORRequest
Date

08/13/20

QTY

1.00

UM

EA

Unit
Price

\$9,650.00

Extended
Cost

\$9,650.00

Delivery
Date

8-14-2020

Expired
Date

8-24-2020

TOTAL BID PRICE

\$9,650.00



John Dyak

08/13/2020 THU 14:11 FAX 6015456661 Hattiesburg Purchasing RECEIVED 08/13/2020 02:02PM

003/003

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMDANIELL MOYERS
1500 BROADWAY DR.
HATTIESBURG MS 39401Page No. 1
Date 8/13/20
Order Number 2885 00Mail To. . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME

Book Daniel

SIGNATURE

DATE

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: RECREATION MAINTENANCE-VEHICLES

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
USED 2010 OR NEWER F250 3/4 TON CREW CAB WITH LESS THAN 150,000 MILES OR COLOR-WHITE 4 DOOR	08/13/20	1.00	EA	24,900	24,900	8/20	8/20

TOTAL BID PRICE 24,900

BILL TO: CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-545-6661

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

CITY OF HATTIESBURG
 PURCHASE ORDER
 ID# 64-6000432

Page 1
 Date 08/20/20

VENDOR MAILING:
 COURTESY MOTORS INC
 6393 HIGHWAY 98 WEST
 HATTIESBURG MS 39402

LEWIS AKIRA
 MINUTE BOOK # PENDING
 VENDOR # 00001304

(601) 5454667

SHIP TO :
 CITY OF HATTIESBURG
 GROUNDS MAINTENANCE
 139 PARKWAY BLVD
 HATTIESBURG MS 39401

PROJECT LINE: RECREATION MAINTENANCE-VEHICLES

PROCESSING CODE:

SEND METHOD 1 (601)5453204

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
002300.7420	2012 OR NEWER PICKUP CREW CAB COLOR-WHITE GAS ENGINE WITH 150,000 MILES OR BETTER.	1.00	EA	21,613.0000	21,613.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 21,613.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE CONTACT ACCOUNTING (601) 545-4686.

KERMAS EATON
 CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 8/13/20
Order Number 2986 OQCOURTESY MOTORS INC
6393 HIGHWAY 98 WEST
HATTIESBURG MS 39402Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME

Zinebelt COSR

SIGNATURE

DATE

Phone Number . . 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: RECREATION MAINTENANCE-VEHICLES

ITEM DESCRIPTION

2012 OR NEWER
PICKUP CREW CAB
OR BETTER.

Request Date

08/13/20

MILES

QTY

1.00

UM

EA

Unit Price

21278.00

Extended Cost

21278.00

Delivery Date

2/6/13

Expired Date

8/20/2020

+ Title 10.00

+ Doc 325

TOTAL BID PRICE

21613.00

Total = 21613.00

Stock # 5DW1075



08/13/2020 THU 14:24 FAX 6015450061 Hattiesburg RECEIVED 08/13/2020 02:16PM Purchasing

009/003

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

DANIELL MOTORS
1500 BROADWAY DR.
HATTIESBURG MS 39401

Page No. 1
Date 8/13/20
Order Number 2986 00

Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PRINTED NAME

SIGNATURE

DATE

PROJECT LINE: RECREATION MAINTENANCE-VEHICLES

ITEM DESCRIPTION	Request Date	QTY	UNIT	Unit Price	Extended Cost	Delivery Date	Expired Date
2012 OR NEWER PICKUP CREW CAB COLOR-WHITE GAS ENGINE WITH 150,000 MILES OR BETTER.	08/13/20	1.00	EA	279.00	279.00	8/2	8/2

TOTAL BID PRICE 279,900

SUCCESSFUL BID/ OTHER BID	BID RECEIVED	BID AWARDED	BID AMOUNT	PURCHASE ORDER	ITEM DESCRIPTION
RJM MCQUEEN CONTRACTING INC HOMESTEAD DIRT WORKS & MULCHING LLC	07/27/20 07/24/20	07/28/20 07/28/20	4,800.00 5,000.00	200942	CHAIN PARK-REMOVAL OF DEBRIS AND TOPSOIL AP
INDUSTRIAL CHEMICALS INC HARCROS CHEMICALS INC	07/30/20 07/29/20	08/04/20 08/04/20	5,832.00 6,822.00	201100	50LB BAGS OF LIME FOR WATER PLANTS
INDUSTRIAL CHEMICALS INC HARCROS CHEMICALS INC	08/03/20 07/31/20	08/04/20 08/04/20	12,600.00 16,800.00	201101	50LB BAGS OF SODIUM FLUOSILICATE FOR WATER
SOUTHERN INDUSTRIAL SUPPLY OTTO ENVIRONMENTAL SYS NA(CONTAINER)	07/28/20 07/28/20	08/05/20 08/05/20	15,450.00 20,325.00	201135	95 GALLON REFUSE CARTS FOR RESIDENTIAL REFU
UNIFORM SURPLUS OF AMERICA, LLC EK EMBROIDERY LLC	08/13/20 08/17/20	08/19/20 08/19/20	10,241.55 12,142.50	201509	HFD UNIFORMS FOR ALL PERSONNEL
TOUCHSTONE MOTOR SALES INC DANIELL MOTORS	08/13/20 08/13/20	08/20/20 08/20/20	9,650.00 24,900.00	201550	RECREATION MAINTENANCE-VEHICLES
COURTESY MOTORS INC DANIELL MOTORS	08/19/20 08/13/20	08/20/20 08/20/20	21,613.00 29,900.00	201551	RECREATION MAINTENANCE-VEHICLES
EDDIE PEARSON ROOFING, LLC PACE ROOFING MALONE ROOFING SERVICES, LLC	08/20/20 08/19/20 08/21/20	08/25/20 08/25/20 08/25/20	11,440.00 19,368.00 28,500.00	*201645	ROOF REPLACEMENT BEN MCNAIR AUDITORIUM

To be approved - File ID# 2020-615



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Sylvester London, Division Manager

cc:

Date: Tuesday, September 8, 2020

Re: Acknowledge receipt of two quote bids for Roof Replacement at Ben McNair Auditorium and accept the bid of Eddie Pearson Roofing
File Number: 2020-615
Minute Book #

Summary

Acknowledge receipt of unadvertised bids for Roof Replacement at Ben McNair Auditorium and accept the bid of Eddie Pearson Roofing in the amount of \$11,440.00 as the lowest bid received (Unadvertised bids for Construction Project)

Recommendation Statement

I recommend the council acknowledge receipt of unadvertised bids for Roof Replacement at Ben McNair Auditorium and accept the bid of Eddie Pearson Roofing in the amount of \$11,440.00 as the lowest bid received (Unadvertised bids for Construction Project)

Please place this on the September 8, 2020 City Council meeting for consideration.

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

EDDIE PEARSON ROOFING, LL
PO BOX 1528
HATTIESBURG MS 39403-1528

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Page No. 8/19/20
Date 2989 04
Order Number

PRINTED NAME BRYAN BARKES

Phone Number . . 601 5454512

SIGNATURE Bryan Barks DATE 8-19-20

Shipping terms are F.O.B. destination, freight prepaid

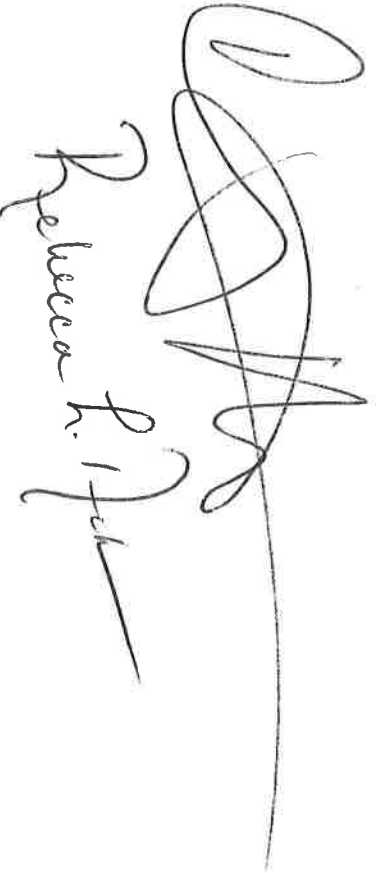
PROJECT LINE: ROOF REPLACEMENT BEN MCNAIR AUDITORIUM

ITEM DESCRIPTION	QTY	UM	Unit Price	Extended Cost	Request Date		Delivery Date		Expired Date
					Date		Date		
ROOF REPLACEMENT MATERIAL AND LABOR TO REPLACE ROOF @ BEN MCNAIR A COMPLETE TPO OVERLAY OR A MODIFIED ASPHALT ROOF WILL BE INSTALLED. TERMINATION BAR WILL BE USED TO SEAL ALL FOUR SIDES OF THE BUILDING. MANUFACTURER'S MATERIAL AND CONTRACTOR'S WARRANTY WILL BE INCLUDED. COMPLETION DATE 09/24/2020.	1.00	EA	11,440.00	0	08/18/20		08-19-20		N/A

Est# 1335

SL# 1030

TOTAL BID PRICE \$ 11,440.00


Rebecca L. Fick



43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 8/19/20
Order Number 2989 00

PAGE ROOFING
PO BOX 444
PETAL MS 39465-0444

Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME

Pace Roofing, LLC

Phone Number . . 601 5454512

SIGNATURE

[Signature]

DATE 8.19.2020

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: ROOF REPLACEMENT BEN MCNAIR AUDITORIUM

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
ROOF REPLACEMENT MATERIAL AND LABOR TO REPLACE ROOF @ BEN MCNAIR. A COMPLETE TPO OVERLAY OF A MODIFIED ASPHALT ROOF WILL BE INSTALLED. TERMINATION BAR WILL BE USED TO SEAL ALL FOUR SIDES OF THE BUILDING. MANUFACTURER'S MATERIAL AND CONTRACTOR'S WARRANTY WILL BE INCLUDED. COMPLETION DATE 09/24/2020.	08/18/20	1.00	EA	19,368.00	19,368.00	2020	60 Days

TOTAL BID PRICE 19,368.00



Proposal

439 Dory Street

Jackson, MS 39201

Ph. (601) 352-5940

Fax (601) 352-5944

August 21, 2020

Proposal No. 20-1911-02

To: Rebecca Acker
City of Hattiesburg

License No: 05871-MC

Project: New TPO Recover
Ben McNair Rec Center
300 N 12th Ave
Hattiesburg, MS

SCOPE OF WORK

- Fully adhere 60 mil TPO FB to existing modified bitumen membrane roof.
- Mechanically attach termination bar to seal all 4 sides of the building.
- Provide a manufacturer's 20 Year labor and material warranty, and a contractor's 1 Year warranty.

EXCLUSIONS

- Any replacement of damaged or defective roof decking, framing, blocking, and sheathing.
- Any removal or replacement of any rooftop units.
- Any work on any roof areas not indicated on the roof layout below
- Any performance bonds.

NOTES

- This proposal includes forklifts, dumpsters, and toilets as needed.
- Permits are included as needed in this proposal.
- MS state sales tax is included in this proposal.
- Performance and payment bonds are not included in this proposal. If needed add, 1.5% or a minimum of \$500.00.
- ECMC plans to access these roofs from the exterior of the building.
- Customer to allow access for forklifts and dumpsters and laydown yard of at least 3,000 sf.
- Customer warrants he/she has personally read and understands the terms and conditions on the following page of this proposal and that the contract between the parties is subject to these terms and conditions.
- ECMC reserves the right to withdraw this proposal if not accepted within 30 days.

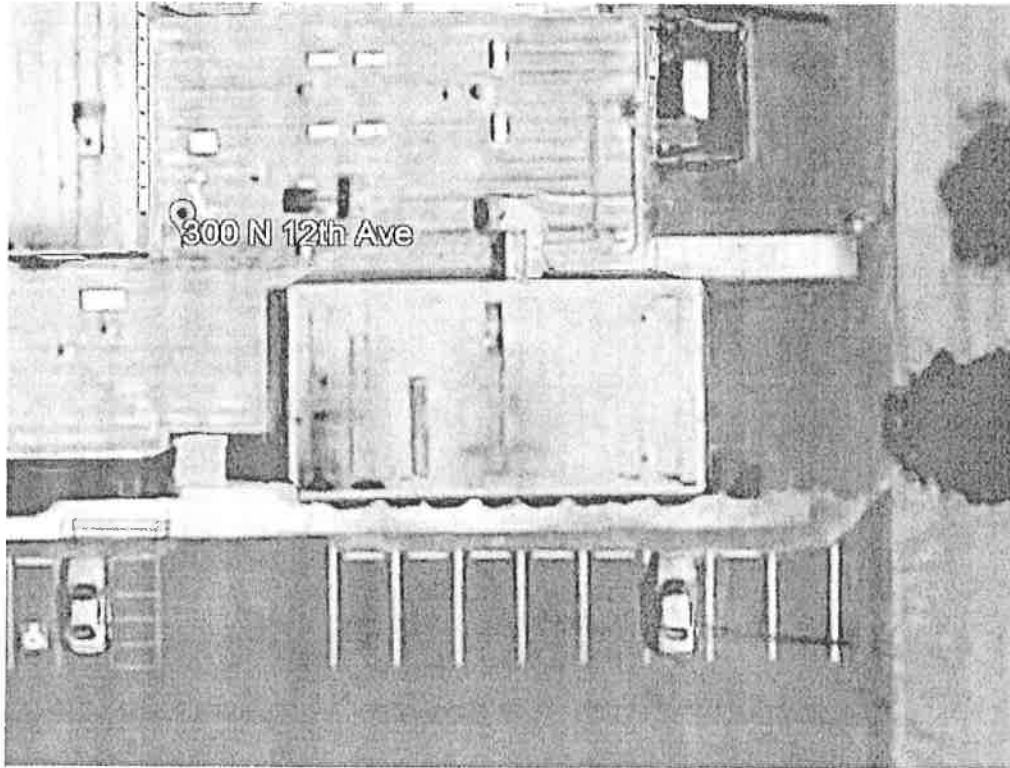
Birmingham, AL
Alexandria, LA
Hattiesburg, MS

Mobile, AL
Baton Rouge, LA
Jackson, MS

Pensacola, FL
New Orleans, LA
Knoxville, TN

ROOF OUTLINE

This proposal is based on the roof area indicated in the roof outline below:

**ADDITIONAL PHOTOS**

None

PRICING

Base Bid: \$ 28,500.00

ACCEPTANCE**Customer Acceptance:**

Signature: _____

Name: _____

Title: _____

Date: _____

E CORNELL MALONE CORP

Signature: Michael Federowski

Name: Michael Federowski

Title: Estimator/Project Manager

Date: August 21, 2020

Birmingham, AL
Alexandria, LA
Hattiesburg, MS

Mobile, AL
Baton Rouge, LA
Jackson, MS

Pensacola, FL
New Orleans, LA
Knoxville, TN

TERMS & CONDITIONS

1. Nature of Work. E. Cornell Malone Corp. and/or Malone Roofing Services, LLC ("Contractor") shall furnish the labor and material to perform the work described herein or in the referenced contract documents. Contractor does not provide engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. If plans, specifications or other design documents have been furnished to Contractor, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Contractor is not responsible for loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Contractor from the contract documents. Contractor is not responsible for location of roof drains, adequacy of drainage, ponding on the roof or structural conditions.

2. Commencement of Work. Customer warrants that the structures on which Contractor is to work are in sound condition and capable of withstanding normal activities of roofing construction, equipment and operations. Contractor's prosecution of the roof work indicates only that the surface of the deck appears satisfactory to Contractor to attach roofing materials. Contractor is not responsible for the construction, undulations or structural sufficiency of the roof deck or other trades' work or design.

3. Asbestos and Toxic Materials. This proposal is based on Contractor's not coming into contact with asbestos-containing or toxic materials. Contractor is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic materials. Contractor shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site. Customer agrees to indemnify Contractor from and against any liability, damages, losses, claims, demands or citations arising out of the presence of asbestos or toxic materials at the work site.

4. Payment. Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges for changed or extra work within ten (10) days of substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to Contractor by or before the fifth (5th) day of each month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project. All sums not paid when due shall earn interest at the rate of 1-1/2% per month. Contractor shall be entitled to recover from Customer costs of collection, including attorney's fees, resulting from Customer's failure to make proper payment when due. Contractor's entitlement to payment is not dependent upon criteria promulgated by Factory Mutual Global, including wind uplift testing.

5. Right to Stop Work. The failure of Customer to make proper payment to Contractor when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle Contractor, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made. The time period in which Contractor shall perform the work shall be extended for a period equal to the period during which the Work was suspended, and the contract sum to be paid Contractor shall be increased by the amount of Contractor's reasonable costs of shut-down, delay and start-up.

6. Insurance. Contractor shall carry worker's compensation, automobile and commercial general liability insurance. Contractor will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance, including the labor and materials furnished by Contractor, covering fire, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted. Moneys owed to Contractor shall not be withheld by reason of any damage or claim against Contractor covered by liability or property damage insurance maintained by Contractor or claims covered under builder's risk insurance.

7. Additional Insured. If Customer requires and Contractor agrees to name Customer or others as additional insureds on Contractor's liability insurance policy, Customer and Contractor agree that the naming of Customer or other parties as an additional insured is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Contractor and is not intended to make the Contractor's insurer liable for claims that are due to the fault of the additional insured.

8. Interior Protection. Customer acknowledges that re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Contractor shall not be responsible for disturbance, damage, clean up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Contractor harmless from claims of tenants who were not so notified and did not provide protection.

9. Damages and Delays. Contractor will not be responsible for damage done to Contractor's Work by others. Any repairing of the same by Contractor will be charged as an extra. Contractor shall not be liable for liquidated or delay damages due to a delay in completion of the Project unless the delay was caused by Contractor. Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, accidents, fire, weather, vandalism, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor. In the event of these occurrences, Contractor's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.

10. Roof Projections. Contractor will flash all projections through roofing that are shown on the architectural plans provided to Contractor and that are in place prior to installation of roofing. Any penetrations through the roofing to be installed by Contractor not shown on the plans provided to Contractor prior to submittal of this proposal or required after installation of roofing shall be considered an order for extra work, and Contractor shall be compensated at its customary time and material rates.

11. Wind Loads or Uplift Pressures. Design Professional is responsible to design the work to be in compliance with applicable codes and regulations and to specify or show the work that is to be performed. Contractor is not responsible for design, including calculation or verification of wind-load design. To the extent minimum wind loads or uplift pressures are required, Contractor's bid is based solely on manufacturer's printed test results. Contractor itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift.

12. Backcharges. No backcharges or claims for payment of services or materials and equipment furnished by Customer to Contractor shall be valid unless previously authorized in writing by Contractor and unless written notice is given to Contractor within five (5) days of the event, act or omission which is the basis of the backcharge.

13. Electrical Safety. Owner warrants that there will be no live power lines on or near the roof servicing the building where Contractor will be working and that Owner will turn off any such power supplies to avoid an electrocution risk to Contractor's employees. Contractor's price is based upon there not being electrical conduit or other materials embedded within the roof assembly or attached directly to the underside or topside of the roof deck upon which Contractor will be working. Owner will indemnify Contractor from personal injury and other claims and expenses if Owner fails to turn-off power so as to avoid injury to Contractor's personnel or resulting from the presence of concealed electrical conduit and live electrical power. Contractor is not responsible for costs of repair or damages, including disruption of service, resulting from damage to undisclosed or concealed electrical or other utility lines.

14. Availability of Site. Contractor shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Contractor shall not be required to begin work until underlying areas are ready and acceptable to receive Contractor's work and sufficient areas of roof deck are clear and available and free from snow, water or debris to allow for continuous full operation. The expense of any extra trips by Contractor to and from the job as a result of the job not being ready for the Work after Contractor has been notified to proceed will be charged as an extra.

15. Warranty. Contractor's work will be warranted by Contractor in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A facsimile of Contractor's standard warranty is attached or, if not, will be furnished upon request. Contractor SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Contractor.

A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of alleged defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material.

16. Existing Conditions. Contractor is not responsible for leakage due to existing conditions through the existing roof or other portions of the building that have not yet been reroofed by Contractor.

17. Mold. Contractor and Owner are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Owner will make periodic inspections for signs of water intrusion and act promptly including prompt notice to Contractor if Owner believes there are roof leaks, to correct the condition. Upon receiving notice, Contractor will make roof repairs. The Owner is responsible for monitoring any leak areas and for indoor air quality. Contractor is not responsible for indoor air quality. Owner shall hold harmless and indemnify Contractor from claims due to indoor air quality and resulting from a failure by Owner to maintain the building in a manner to avoid growth of mold. Customer agrees to indemnify and hold harmless Contractor from claims brought by tenants and third parties arising from mold growth.

18. Material Cost Escalation. Steel products, asphalt, polyisocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Contractor. If there is a substantial increase in these or other roofing products between the date of this proposal and the time when the work is to be performed, the amount of the contract may be increased to reflect the additional cost to the roofing Contractor, upon submittal of written documentation and advance notice.

19. Material References. Contractor is not responsible for the actual verification of technical specifications of product manufacturers; i.e., R-value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.

20. Tolerances. All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Specified quantities are intended to represent an average over the entire roof area.

21. Fumes and Emissions. Customer acknowledges that odors and emissions from roofing products will be released and noise will be generated as part of the roofing operations to be performed by Contractor. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these emissions than others. Customer shall hold Contractor harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

22. Oil-canning. Metal roofing and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on factor such as the length and color of the panels, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the roofing Contractor. The type of metal roofing panels specified can affect the degree of oil-canning. Contractor is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.

23. Dispute Resolution. Any dispute between the Contractor and Customer arising out of or related to the Work or this Contract (including the interpretation of this Contract) shall be decided by arbitration. Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree to otherwise. This arbitration agreement shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator(s) shall be final and a judgment may be entered upon it in any Court having jurisdiction thereof. However, notwithstanding anything herein to the contrary and as an exception to this arbitration agreement, any claim by Contractor seeking to collect any amounts owed under this Contract may, at Contractor's sole discretion, be adjudicated through either litigation or arbitration; and, in the event that Contractor elects to proceed in litigation: (a) the state and federal courts for Rankin County, Mississippi shall have exclusive jurisdiction over and be the exclusive venue for the adjudication of any such claims, and (b) Contractor and Guarantor and Customer waive any right to a jury trial in connection with any such claims.

Birmingham, AL
Alexandria, LA
Hattiesburg, MS

Mobile, AL
Baton Rouge, LA
Jackson, MS

Pensacola, FL
New Orleans, LA
Knoxville, TN



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, September 8, 2020

Re: Acknowledge bids received on August 20, 2020, for the One or more Single Axle Dump Truck for the City of Hattiesburg Public Works Department ; reject all bids as they exceed the budget; authorize re-advertisement for bids for the same.
File Number: 2020-648
Minute Book #

Summary

Recommendation Statement

Please place this on the September 8, 2020 City Council meeting for consideration.

Title:	One (1) Single Axle Dump Truck
Agency:	Mississippi > City of Hattiesburg
Start date:	20-Aug-2020 10:30:00 AM
End date:	20-Aug-2020 12:05:00 PM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
45759	EmpireTruckSalesLLC	81420.0000	20-Aug-2020 11:59:32 AM	Barry	Newell	Empire Truck Sales, LLC	Bnewell@empiretruck.com	6019395000
45758	WatersBidding	81440.0000	20-Aug-2020 11:59:11 AM	Josh	Waters	Waters international trucks, Inc.	isales@waterstruck.com	601-693-4807
45757	EmpireTruckSalesLLC	81450.0000	20-Aug-2020 11:58:43 AM	Barry	Newell	Empire Truck Sales, LLC	Bnewell@empiretruck.com	6019395000
45756	WatersBidding	81475.0000	20-Aug-2020 11:56:56 AM	Josh	Waters	Waters international trucks, Inc.	isales@waterstruck.com	601-693-4807
45755	EmpireTruckSalesLLC	81500.0000	20-Aug-2020 11:56:03 AM	Barry	Newell	Empire Truck Sales, LLC	Bnewell@empiretruck.com	6019395000
45753	WatersBidding	81600.0000	20-Aug-2020 11:55:13 AM	Josh	Waters	Waters international trucks, Inc.	isales@waterstruck.com	601-693-4807
45752	EmpireTruckSalesLLC	81700.0000	20-Aug-2020 11:54:48 AM	Barry	Newell	Empire Truck Sales, LLC	Bnewell@empiretruck.com	6019395000
45751	WatersBidding	81800.0000	20-Aug-2020 11:50:55 AM	Josh	Waters	Waters international trucks, Inc.	isales@waterstruck.com	601-693-4807
45750	EmpireTruckSalesLLC	82175.0000	20-Aug-2020 11:49:19 AM	Barry	Newell	Empire Truck Sales, LLC	Bnewell@empiretruck.com	6019395000
45749	WatersBidding	82200.0000	20-Aug-2020 11:46:42 AM	Josh	Waters	Waters international trucks, Inc.	isales@waterstruck.com	601-693-4807
45748	EmpireTruckSalesLLC	82500.0000	20-Aug-2020 11:46:16 AM	Barry	Newell	Empire Truck Sales, LLC	Bnewell@empiretruck.com	6019395000
45747	WatersBidding	82600.0000	20-Aug-2020 11:45:07 AM	Josh	Waters	Waters international trucks, Inc.	isales@waterstruck.com	601-693-4807
45746	EmpireTruckSalesLLC	82900.0000	20-Aug-2020 11:44:47 AM	Barry	Newell	Empire Truck Sales, LLC	Bnewell@empiretruck.com	6019395000
45745	WatersBidding	82950.0000	20-Aug-2020 11:44:11 AM	Josh	Waters	Waters international trucks, Inc.	isales@waterstruck.com	601-693-4807
45744	EmpireTruckSalesLLC	83000.0000	20-Aug-2020 11:43:11 AM	Barry	Newell	Empire Truck Sales, LLC	Bnewell@empiretruck.com	6019395000
45743	WatersBidding	83200.0000	20-Aug-2020 11:38:37 AM	Josh	Waters	Waters international trucks, Inc.	isales@waterstruck.com	601-693-4807
45742	EmpireTruckSalesLLC	83250.0000	20-Aug-2020 11:38:19 AM	Barry	Newell	Empire Truck Sales, LLC	Bnewell@empiretruck.com	6019395000
45741	WatersBidding	83350.0000	20-Aug-2020 11:37:30 AM	Josh	Waters	Waters international trucks, Inc.	isales@waterstruck.com	601-693-4807
45740	EmpireTruckSalesLLC	83400.0000	20-Aug-2020 11:36:59 AM	Barry	Newell	Empire Truck Sales, LLC	Bnewell@empiretruck.com	6019395000

45739	WatersBidding	83600.0000	20-Aug-2020 11:36:18 AM	Josh	Waters	Waters international trucks, Inc.	isales@waterstruck.com	601-693-4807
45738	EmpireTruckSalesLLC	83650.0000	20-Aug-2020 11:35:53 AM	Barry	Newell	Empire Truck Sales, LLC	Bnewell@empiretruck.com	6019395000
45737	WatersBidding	83800.0000	20-Aug-2020 11:35:04 AM	Josh	Waters	Waters international trucks, Inc.	isales@waterstruck.com	601-693-4807
45736	EmpireTruckSalesLLC	83850.0000	20-Aug-2020 11:34:43 AM	Barry	Newell	Empire Truck Sales, LLC	Bnewell@empiretruck.com	6019395000
45735	WatersBidding	83950.0000	20-Aug-2020 11:33:47 AM	Josh	Waters	Waters international trucks, Inc.	isales@waterstruck.com	601-693-4807
45734	EmpireTruckSalesLLC	84000.0000	20-Aug-2020 11:32:43 AM	Barry	Newell	Empire Truck Sales, LLC	Bnewell@empiretruck.com	6019395000
45733	WatersBidding	84300.0000	20-Aug-2020 11:30:47 AM	Josh	Waters	Waters international trucks, Inc.	isales@waterstruck.com	601-693-4807
45732	EmpireTruckSalesLLC	84400.0000	20-Aug-2020 11:30:00 AM	Barry	Newell	Empire Truck Sales, LLC	Bnewell@empiretruck.com	6019395000
45731	WatersBidding	84500.0000	20-Aug-2020 11:29:50 AM	Josh	Waters	Waters international trucks, Inc.	isales@waterstruck.com	601-693-4807
45730	EmpireTruckSalesLLC	84700.0000	20-Aug-2020 11:29:19 AM	Barry	Newell	Empire Truck Sales, LLC	Bnewell@empiretruck.com	6019395000
45729	WatersBidding	84900.0000	20-Aug-2020 11:28:59 AM	Josh	Waters	Waters international trucks, Inc.	isales@waterstruck.com	601-693-4807
45728	EmpireTruckSalesLLC	85000.0000	20-Aug-2020 11:28:29 AM	Barry	Newell	Empire Truck Sales, LLC	Bnewell@empiretruck.com	6019395000
45727	WatersBidding	85200.0000	20-Aug-2020 11:28:04 AM	Josh	Waters	Waters international trucks, Inc.	isales@waterstruck.com	601-693-4807
45726	EmpireTruckSalesLLC	85250.0000	20-Aug-2020 11:27:24 AM	Barry	Newell	Empire Truck Sales, LLC	Bnewell@empiretruck.com	6019395000
45725	WatersBidding	85900.0000	20-Aug-2020 11:25:03 AM	Josh	Waters	Waters international trucks, Inc.	isales@waterstruck.com	601-693-4807
45724	EmpireTruckSalesLLC	86000.0000	20-Aug-2020 11:23:02 AM	Barry	Newell	Empire Truck Sales, LLC	Bnewell@empiretruck.com	6019395000
45723	WatersBidding	86400.0000	20-Aug-2020 11:15:38 AM	Josh	Waters	Waters international trucks, Inc.	isales@waterstruck.com	601-693-4807
45722	EmpireTruckSalesLLC	86500.0000	20-Aug-2020 11:15:17 AM	Barry	Newell	Empire Truck Sales, LLC	Bnewell@empiretruck.com	6019395000
45721	WatersBidding	86600.0000	20-Aug-2020 11:13:05 AM	Josh	Waters	Waters international trucks, Inc.	isales@waterstruck.com	601-693-4807
45720	EmpireTruckSalesLLC	86700.0000	20-Aug-2020 11:10:39 AM	Barry	Newell	Empire Truck Sales, LLC	Bnewell@empiretruck.com	6019395000
45718	WatersBidding	86800.0000	20-Aug-2020 11:05:03 AM	Josh	Waters	Waters international trucks, Inc.	isales@waterstruck.com	601-693-4807
45717	Truckworxkenworth	86900.0000	20-Aug-2020 11:04:41 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	601-939-5300
45716	WatersBidding	87000.0000	20-Aug-2020 11:01:53 AM	Josh	Waters	Waters international trucks, Inc.	isales@waterstruck.com	601-693-4807
45715	Truckworxkenworth	87500.0000	20-Aug-2020 11:01:16 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	601-939-5300
45714	WatersBidding	87900.0000	20-Aug-2020 11:00:47 AM	Josh	Waters	Waters international trucks, Inc.	isales@waterstruck.com	601-693-4807
45713	Truckworxkenworth	88000.0000	20-Aug-2020 10:59:36 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	601-939-5300

45712	WatersBidding	88400.0000	20-Aug-2020 10:59:26 AM	Josh	Waters	Waters international trucks, Inc.	isales@waterstruck.com	601-693-4807
45711	Truckworxkenworth	88500.0000	20-Aug-2020 10:58:28 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	601-939-5300
45710	WatersBidding	88800.0000	20-Aug-2020 10:58:08 AM	Josh	Waters	Waters international trucks, Inc.	isales@waterstruck.com	601-693-4807
45709	Truckworxkenworth	88900.0000	20-Aug-2020 10:57:47 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	601-939-5300
45708	WatersBidding	89300.0000	20-Aug-2020 10:57:15 AM	Josh	Waters	Waters international trucks, Inc.	isales@waterstruck.com	601-693-4807
45707	Truckworxkenworth	89400.0000	20-Aug-2020 10:56:23 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	601-939-5300
45705	WatersBidding	89500.0000	20-Aug-2020 10:55:22 AM	Josh	Waters	Waters international trucks, Inc.	isales@waterstruck.com	601-693-4807
45704	EmpireTruckSalesLLC	91900.0000	20-Aug-2020 10:55:13 AM	Barry	Newell	Empire Truck Sales, LLC	Bnewell@empiretruck.com	6019395000
45703	Truckworxkenworth	92000.0000	20-Aug-2020 10:54:57 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	601-939-5300
45702	OLDRIVERLLC	92400.0000	20-Aug-2020 10:54:48 AM	David	Sherer	Old River Truck Sales	david.sherer@oldriver.com	3374944316
45701	Truckworxkenworth	92500.0000	20-Aug-2020 10:54:38 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	601-939-5300
45700	WatersBidding	92900.0000	20-Aug-2020 10:54:27 AM	Josh	Waters	Waters international trucks, Inc.	isales@waterstruck.com	601-693-4807
45699	Truckworxkenworth	93000.0000	20-Aug-2020 10:53:54 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	601-939-5300
45698	OLDRIVERLLC	93900.0000	20-Aug-2020 10:53:36 AM	David	Sherer	Old River Truck Sales	david.sherer@oldriver.com	3374944316
45697	WatersBidding	94000.0000	20-Aug-2020 10:53:27 AM	Josh	Waters	Waters international trucks, Inc.	isales@waterstruck.com	601-693-4807
45696	Truckworxkenworth	94500.0000	20-Aug-2020 10:52:30 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	601-939-5300
45695	WatersBidding	95000.0000	20-Aug-2020 10:51:52 AM	Josh	Waters	Waters international trucks, Inc.	isales@waterstruck.com	601-693-4807
45694	Truckworxkenworth	96000.0000	20-Aug-2020 10:51:02 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	601-939-5300
45693	WatersBidding	97000.0000	20-Aug-2020 10:50:45 AM	Josh	Waters	Waters international trucks, Inc.	isales@waterstruck.com	601-693-4807
45691	Truckworxkenworth	97500.0000	20-Aug-2020 10:50:29 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	601-939-5300
45690	WatersBidding	97900.0000	20-Aug-2020 10:50:14 AM	Josh	Waters	Waters international trucks, Inc.	isales@waterstruck.com	601-693-4807
45689	Truckworxkenworth	98000.0000	20-Aug-2020 10:48:41 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	601-939-5300
45688	OLDRIVERLLC	98100.0000	20-Aug-2020 10:48:28 AM	David	Sherer	Old River Truck Sales	david.sherer@oldriver.com	3374944316
45687	WatersBidding	98300.0000	20-Aug-2020 10:47:53 AM	Josh	Waters	Waters international trucks, Inc.	isales@waterstruck.com	601-693-4807
45685	Truckworxkenworth	98500.0000	20-Aug-2020 10:46:22 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	601-939-5300
45684	WatersBidding	98700.0000	20-Aug-2020 10:45:04 AM	Josh	Waters	Waters international trucks, Inc.	isales@waterstruck.com	601-693-4807

45683	Truckworxkenworth	98800.0000	20-Aug-2020 10:43:52 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	601-939-5300
45682	WatersBidding	98900.0000	20-Aug-2020 10:42:30 AM	Josh	Waters	Waters international trucks, Inc.	isales@waterstruck.com	601-693-4807
45681	Truckworxkenworth	99000.0000	20-Aug-2020 10:39:15 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	601-939-5300
45680	OLDRIVERLLC	99200.0000	20-Aug-2020 10:39:01 AM	David	Sherer	Old River Truck Sales	david.sherer@oldriver.com	3374944316
45679	Truckworxkenworth	99300.0000	20-Aug-2020 10:38:34 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	601-939-5300
45678	WatersBidding	99400.0000	20-Aug-2020 10:38:17 AM	Josh	Waters	Waters international trucks, Inc.	isales@waterstruck.com	601-693-4807
45677	Truckworxkenworth	99500.0000	20-Aug-2020 10:35:23 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	601-939-5300
45675	WatersBidding	99600.0000	20-Aug-2020 10:34:11 AM	Josh	Waters	Waters international trucks, Inc.	isales@waterstruck.com	601-693-4807
45674	Truckworxkenworth	99700.0000	20-Aug-2020 10:32:11 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	601-939-5300
45673	WatersBidding	99800.0000	20-Aug-2020 10:30:48 AM	Josh	Waters	Waters international trucks, Inc.	isales@waterstruck.com	601-693-4807
45672	OLDRIVERLLC	99900.0000	20-Aug-2020 10:30:34 AM	David	Sherer	Old River Truck Sales	david.sherer@oldriver.com	3374944316
45671	Truckworxkenworth	100000.0000	20-Aug-2020 10:30:08 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	601-939-5300

CITY HATTIESBURG

SINGLE AXLE DUMP TRUCK(S)



OFFICE OF MAYOR

**BIDDER SHALL COMPLETE BY CHECKING THE FOLLOWING.
IF NOT COMPLIANT, STATE SPECIFICALLY ITEM BEING OFFERED.**

The following are the suggested minimum specifications for one (1) or more 2021 model or newer Single Axle Dump Truck(s) All bids must be equal in performance and quality pursuant to the bid specifications below, which are not intended to exclude any manufacturer's standard deviation. Any reference to manufacture's make or series of equipment stated in the following specifications is intended only to establish an acceptable standard and is not intended to limit the bidding. The City of Hattiesburg is acting under the authority of Section 31-7-13, Miss. Code of 1972 Amended, and reserves the right to reject any and all bids.

	<u>YES</u>	<u>NO</u>	<u>OFFERED</u>
ENGINE & EQUIPMENT			
New & Unused 2020 or Newer	☐	☐	
Conventional Cab	☐	☐	
ENGINE & EQUIPMENT			
300 HP Engine or greater with turbo exhaust brake (no exceptions)	☐	☐	
660 lb/ft Torque or greater	☐	☐	
7 Liter Engine liter displacement or greater (no exceptions)	☐	☐	
Oil cooler	☐	☐	
Aluminum flywheel housing	☐	☐	
18.7 air compressors or greater	☐	☐	
Dry-type firewall mounted air cleaner with filter restriction indicator	☐	☐	
2-Speed fan hub	☐	☐	
1000 sq/in Cooling module or greater	☐	☐	
Radiator bug screen on back side of hood grill	☐	☐	
Horizontal Series Exhaust	☐	☐	
2 spare switches wired to power	☐	☐	

YES NO OFFERED

Fleetguard filter/water separator

Engine block heater (120 volt minimum)

160 AMP Alternator

Two (2) batteries – 2100-2190 CCA dual purpose

12-Volt light system with circuit protection

12-Volt Starter

Body builder harness to end of frame

TRANSMISSION & EQUIPMENT

Allison 3500RDS series 6-speed automatic transmission with PTO provisions

Heat exchanger

Oil level sensor

Transmission PTO Rear Support Spring(s)

Driveline: 2 Dana Spicer 1710, 1 centerbearing or equal

Torque converter

Park brake auto neutral

FRONT AXLE & EQUIPMENT

12k or greater front axle, Dana Spicer or equal Meritor Brand

16 1/2" x 5" Cast drum brakes

Aluminum 10-bolt hub pilot LMS hubs with hub caps

Front oil seals

Front slack adjusters

12k. or greater Taperleaf front springs

Front shock absorbers

Single gear power steering

REAR AXLE & EQUIPMENT

21k or greater rear axle

Rear axle ratio: 5.29-5.57

16 1/2" x 7" Cast drum brakes

Iron 10-bolt hub pilot hubs

Rear slack adjusters

Diff Locks on both axles no exceptions

Single spring brake 3030

[illegible]

YES NO OFFERED

Bendix 4S/4M Anti-lock brake system

21k. rear suspension or greater

TIRES & WHEELS

Front tires: 11R22.5 14PR

Rear tires: 11R22.5 14PR

Front wheels: Steel Wheels

Rear wheels: Steel wheels

FRAME & EQUIPMENT

10 5/8" x 5/16" Steel frame

1,776,000RBM or greater

120,000 PSI Yield steel

Section modulus: 14.80 in

Aerodynamic bumper, painted

Two removable front tow hooks

FUEL TANK(S) & EQUIPMENT

75 Gallon minimum or greater aluminum fuel tank (no exceptions)

Minimum of 11 Gallon DEF tank; LH mount no exceptions

CAB & EQUIPMENT

Fully-Hucked bolted Aluminum or equivalent in Steel Cab

Aluminum Bulkhead doors or steel equivalent

Heater with integral defroster and A/C

Adjustable telescoping tilt steering column (no exceptions)

Dash mounted air filter restriction gauge

Transmission oil temperature gauge

No dog house protruding inside cab (no exceptions)

Tachometer

Fuel gauge

Engine coolant temperature gauge

Engine oil pressure gauge

Voltmeter

Engine hour meter

Primary and secondary air restriction gauges

DEF fluid level gauge

[illegible]

YES NO OFFERED

- Air driver seat
- passenger seat
- AM/FM/WB/USB/BT Radio Must have Bluetooth
- Cab access grab handles, LH & RH
- Daylight doors with RH peeper window
- Air horn; LH top of room mount
- Heated mirrors
- Manual LH and electric RH door window
- Dual halogen headlights
- Exterior Stainless steel sunvisor
- Fender mounted turn signal lights
- Circuit breakers replacing all but 5-amp fuses
- Bendix AD-IS air dryer, heated; mounted LH rail back of cab
- Moisture drain valve with pull cable drain

☐	☐	_____
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PAINT

Color: white

☐	☐	_____
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Additional Requirements:

Delivery Date: 30 days no exceptions (delivery will be a determining factor in the lowest and Best Bid)

Warranty:

- 3year 100k mile engine warranty
- 3year 100k mile aftertreatment warranty
- 3year 100k mile base vehicle (major components warranty)

Body Specifications

Yardage 7/8

Body Style Maverick

10ft body

Must Include tarp system with 30ton min pintle hitch

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive bids in the following manner:

Proposals will be accepted until 10:00a.m. On Thursday, October 1, 2020, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Vendors must supply prices with their proposal. The bid form should be filled out and uploaded by the date and time stated above.

Specifications and procedures can be downloaded from Central Bidding at www.centralbidding.com All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic process, please call Central Bidding at (225)810-4814.

Qualified bidders will be invited to participate in a reverse auction, which will take place on October 8, 2020, at 10:30a.m.

ONE (1) OR NEW OR USED SINGLE AXLE DUMP TRUCK(S).

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 8th day of September, 2020.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/s/
CITY CLERK



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Wes Curry, Municipal Court Judge

cc:

Date: Tuesday, September 8, 2020

Re: Acknowledge receipt of the award for the Uptrust Pilot Project from the University of Mississippi School of Law, MacArthur Justice Center, to receive technology and technical assistance to address the problem of Failures to Appear (FTAs) in the Municipal Court. This pilot project will provide services free for one year.
File Number: 2020-645
Minute Book #

Summary

MacArthur Justice Center Uptrust Pilot Project Award

Recommendation Statement

I recommend acknowledging receipt of the award for the Uptrust Pilot Project from the University of Mississippi School of Law, MacArthur Justice Center, to receive technology and technical assistance to address the problem of Failures to Appear (FTAs) in the Municipal Court. This pilot project will provide services free for one year.

Please place this on the September 8, 2020 City Council meeting for consideration.

Shows, Jennifer

From: Shows, Jennifer
Sent: Wednesday, September 2, 2020 9:39 AM
To: Shows, Jennifer
Subject: FW: UpTrust Pilot Project

Begin forwarded message:

From: Cliff Johnson <cliff.johnson@macarthurjustice.org>
Date: September 1, 2020 at 4:26:46 PM CDT
To: Thomas Mastin <tmastin@southaven.org>, "wcurry@hattiesburgms.com" <wcurry@hattiesburgms.com>, "daniel_guice@co.jackson.ms.us" <daniel_guice@co.jackson.ms.us>, "lweaver@columbusms.org" <lweaver@columbusms.org>
Subject: UpTrust Pilot Project

Dear All,

Congratulations! You have been selected to participate in the Mississippi UpTrust Pilot Project. We are eager to get started, and we will begin by having a joint virtual meeting during which you will be introduced to the UpTrust team and provided additional information regarding the start-up process. I will send you proposed meeting times within the next day or so.

If for any reason circumstances have changed and you are unable to participate, please let me know as soon as possible. We are considering issuing a press release describing the project and applauding all of you for your participation. Let me know if you have any objections to being included in such a release (we would want a quote from you or someone else in your court - we'll obtain those later).

Thanks again for your interest in this project. My hope is that it will provide significant help with your failure to appear issues and will serve as a model for the rest of the state.

Cliff Johnson
Director, MacArthur Justice Center
Clinical Professor of Law
University of Mississippi School of Law
(662) 915-6863
<https://www.macarthurjustice.org/mississippi/>



THE UNIVERSITY OF
MISSISSIPPI
SCHOOL OF LAW

Roderick & Solange MacArthur Justice Center

Cliff Johnson
Director
cliff.johnson@macarthurjustice.org

The Problem:

People often miss court dates and other mandatory appointments. As a result, case resolution is delayed, warrants are issued, and some people ultimately end up in jail. These technical violations are often the result of issues stemming from poverty - such as an unstable mailing address. The need for new and creative approaches to court appearance and defendant communication has become even more important in light of COVID-19. Uncertainty about how court proceedings will be handled during this pandemic combined with all the other factors that cause people to miss appointments may result in a spike of Failures to Appear (FTAs) and bench warrants. Each new admission to Mississippi jails creates both a health risk and additional expense borne by cash-strapped counties.

Grant Overview:

In an effort to better understand best practices and support the adoption of new, client-centered technologies in Mississippi, the MacArthur Justice Center at the University of Mississippi School of Law has fully-funded a one-year program to provide technology and technical assistance to five local courts interested in reducing FTAs.

Participants of this one-year program will receive the following:

- Help analyzing arrest and appearance data.
- Implementation and maintenance of court reminder technology (including unlimited reminders for a 12-month period).
- Technical assistance from national experts in the field on best practices for collecting defendant phone numbers and crafting successful messaging.
- An analysis of the cost savings associated with a more efficiently run justice system that prevents FTAs (i.e. how much money can be saved when court appearance improves by 30%).

Technical Assistance Partner:

The technical assistance partner of the MacArthur Justice Center is Uptrust (www.uptrust.co). Uptrust has developed software used by courts and public defender offices to ensure individuals with criminal justice involvement are reminded of their mandatory court obligations. Uptrust is the top criminal justice communication tool, decreasing FTA rates by 50% in jurisdictions across the country. Uptrust currently works in 27 states, covering over 500 counties.

Application Process:

If interested, please send a short (no more than 1-page) Statement of Interest via email to Cliff Johnson, Director of the MacArthur Justice Center at UM Law, by the end of business on August 21. A blank copy of the application is attached. The Statement of Interest must contain the signatures of a primary point-person for the jurisdiction and the local presiding judge committing to support and dedicate the time and personnel necessary to participate in this one-year program (we estimate it will require five hours per week of IT-focused work for the first six weeks to launch the program, and there will be monthly one-hour check-ins for the point-person and presiding judge with the MacArthur Justice Center).

The Statement of Interest should answer the following questions:

1. Name of the jurisdiction?
2. Name and contact information for the Court's point person who will oversee this project?
3. Name and contact information for the Court's IT point person?
4. Please briefly describe your interest in reducing failures to appear in your jurisdiction.
5. What is the jurisdiction's Failure to Appear rate? If unable to calculate, please estimate.
6. What case management system does the Court use?
7. Does the Court collect/have access to phone numbers of individuals with cases before the Court?
8. How many cases does the Court handle each year?
9. Is the Court willing to make a commitment to dedicate the time and personnel necessary to launch Uptrust's service within 45 days (Uptrust estimates an IT person and court clerk would each spend approximately five hours/week for six weeks)?

Proposed project timeline:

August 21	Deadline for Statements of Interest
August 28	Recipients selected
Week of August 31	Kickoff/Planning Call with selected Courts
Month of September	Integration Work
Week of October 5th	Pre-Launch Call and Staff Training
Week of October 12th	Uptrust goes live

***For questions or to submit your application please email Cliff Johnson at
Cliff.Johnson@macarthurjustice.org***

Name of jurisdiction: City of Hattiesburg/Hattiesburg Municipal Court

Name and contact information:

Project point person: Phillip McSwain; Ph: 601-554-3605; Email: pmcswain@hattiesburgms.com

IT Lead: Angie Sanford; Ph: 601-545-4565; Email: asanford@hattiesburgms.com

Presiding Judge: Judge Wes Curry; Ph: 601-545-4933; Email: wcurry@hattiesburgms.com

Briefly describe your interest in reducing failures to appear in your jurisdiction:

See Attachment 1

What is the jurisdiction's Failure to Appear rate? If unable to calculate, please estimate.

October 1, 2017 - September 30, 2018: 29%.

October 1, 2018 - September 30, 2019: 60%

October 1, 2019 - July 31, 2020: 44%

What case management system does the Court use?

OMNICourt by S.A.S, Inc., currently; moving to a Tyler Technologies system.

Does the Court collect/have access to phone numbers of individuals with cases before the Court?

Yes

How many cases does the Court handle each year?

October 1, 2017 - September 30, 2018: 17,213

October 1, 2018 - September 30, 2019: 21,306

October 1, 2019 - July 31, 2020: 17,294

Is the Court willing to make a commitment to dedicate the time and personnel necessary to launch Uptrust's service within 45 days and join monthly update calls?

Yes



Signature of project point person
Name and title:

Phillip McSwain
Municipal Court Clerk



Signature of Presiding Judge
Name and title:

Wes Curry
Judge

Attachment Number 1

It is our desire to always strive for excellence in pursuing our goal of becoming a world class municipal court. Upon taking on this responsibility in October of 2017, we have looked for ways in which we can enhance the court's performance and the system we swore to serve in. Finding ways to improve our overall performance during that timeframe has shown us that the ability to decrease our FTA (failure to appear) numbers would allow us to not only decrease the number of people jailed, and also increase our ability to maintain a more excellent process for case management and follow up by our court staff.

In light of COVID-19 we have had to creatively design strategies that reduce the numbers of people housed in the jail, while also maintaining accountability to the courts and the judicial system. Having a means of reminding people of their appearances would help to provide this. Analyzing arrest and appearance data by technological means could greatly improve our productivity and limit the number of arrest warrants issued, both of which would provide a healthy environment for all concerned.

If we are one of the courts awarded this grant opportunity, we will be able to define the changes and quantify the social cost savings both to our court, to our city and our citizens.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Sherrocko Stewart, Fire Chief

cc:

Date: Tuesday, September 8, 2020

Re: Authorize the submission of the FY 2020 Mississippi Office of Homeland Security (MOHS) grant application in the amount of \$33,228 for the Hattiesburg Fire Department to purchase emergency protective equipment.
File Number: 2020-625
Minute Book #

Summary

2020 MS Office of Homeland Security Grant Application

Recommendation Statement

I recommend authorization of the submission of the FY 2020 Mississippi Office of Homeland Security (MOHS) grant application in the amount of \$33,228 for the Hattiesburg Fire Department to purchase bulletproof vests to protect first responders at potentially violent fire and emergency medical scenes.

Please place this on the September 8, 2020 City Council meeting for consideration.



STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
MISSISSIPPI OFFICE OF HOMELAND SECURITY

DATE: June 1, 2020
FROM: Marsha Manuel, Grants Director
RE: 2020 FUNDING OPPORTUNITY ANNOUNCEMENT AND STAKEHOLDER INPUT

The Mississippi Office of Homeland Security is announcing the availability of the FY 2020 State Homeland Security Funding Opportunity as well as conducting a State-wide Threat and Hazards review (your input will be utilized to develop Mississippi's State Homeland Security Grant Program Funding Request, State Threat and Hazard identification and Risk Assessment, as well as the annual State Preparedness Report).

In your funding request/stakeholder response please provide the following:

1. One brief paragraph describing each of your jurisdictions top three threats.
2. One brief paragraph describing each of your jurisdictions top three hazards.
3. One to three brief paragraph(s) describing any capability gap which inhibits your jurisdiction's ability to respond to the threats and hazards you have identified. Explain how you determined your capability gaps (i.e. a response to a real life event, an exercise, a training event). Please address how utilization of existing state-wide assets (Task Forces, Force Protection Units, bomb teams, etc) may/may not mitigate the threats and hazards you have identified.
4. Provide a Budget Detail Worksheet outlining the piece(s) of equipment, cost per item(s), number of item(s), and a grand total of the amount that you are requesting. Verify equipment eligibility: Go to "Google" and type in "DHS Authorized Equipment List"
5. Acknowledge and provide a brief description of having an adequate property management system.

**** Please ensure that you submit your response on agency letterhead with an address and contact information. (Notifications will be mailed to the address and contact person provided.)**

****This document serves as your request for FY 2020 MOHS grant funding and must be completed properly and returned by the due date stated for consideration of grant funding from MOHS. Please submit your funding request/stakeholder response to Mississippi Office of Homeland Security (Attn. Mrs. Marsha Manuel, Grants Director, P.O. Box 958 Jackson, MS 39205) no later than August 15, 2020. No electronic submissions will be accepted.**



MAYOR
Toby Barker

COUNCIL - WARD ONE

Jeffrey George

COUNCIL - WARD TWO

Deborah Denard Delgado

COUNCIL - WARD THREE

Carter Carroll

COUNCIL - WARD FOUR

Mary Dryden

COUNCIL - WARD FIVE

Nicholas Brown

August 10, 2020

Mississippi Office of Homeland Security
Attn: Mrs. Marsha Manuel, Grants Director
P.O. Box 958
Jackson, MS 39205

RE: 2020 MOHS Funding Opportunity Announcement and Stakeholder Input

Dear Mrs. Manuel:

The City of Hattiesburg Fire Department (HFD) is requesting a total of \$33,228 for the purchase of 52 Safe-Life Defense High-Vis First Response Enhanced Multi-Threat Vests. This Level IIIa+ stab/slash resistant body armor will help protect our firefighters and investigators from increasingly common attacks on first responders in the event of terrorist actions, civil unrest, and in day-to-day operations at violent and potentially violent fire and emergency medical scenes.

The majority of the 52 vests will be assigned to HFD's 11 front-line apparatus, where they will be available to on-duty crews at all times. The remaining eight vests will be assigned to fire investigators, HAZMAT personnel, and the department's Chief and Assistant Chief.

Hazards

Hattiesburg's major hazards consist of weather conditions, public safety issues for a growing population, and our transportation network. Environmental conditions here are often conducive to the development of severe weather events, including, but not limited to, hurricanes, tropical storms, tornadoes, thunderstorms, and heavy rainfall. The locations of waterways such as the Leaf River, Bouie River, and Gordon's creek, combined with heavy rainfall events, create prime conditions for flooding to occur in Hattiesburg. Additionally, the rapid population growth in Hattiesburg gives rise to hazards in protecting soft targets such as public buildings, schools and hospitals. Nationwide, incidents of active shooters particularly are on the rise and represent a tangible hazard as they are nearly impossible to predict. Finally, Hattiesburg's third major hazard stems from our transportation corridors, which provide ample opportunity for traffic and hazardous materials accidents. Interstate 59, U.S. Highway 49, U.S. Highway 98, and U.S. Highway 11 are major highways through the city. These, along with two active rail lines, provide routes for the transport of radioactive and other hazardous materials. They also serve as conduits to bring human threats into the area.

Threats

An increasingly large and diverse population brings with it threats from bad actors within the populace. This can include the criminal element as well as domestic and foreign terrorists. Attacks against public safety personnel have been increasing for several years. HFD members have been threatened with firearms at least twice at medical scenes over the past year, and firefighters perceive the general climate on the street as more and more hostile. Civil unrest and related violence are at a crisis level in many other parts of the nation and will likely spread to Hattiesburg in the future. Furthermore, Camp Shelby Joint Forces Training Center (CSJFTC) is the largest state-owned military training site in the US and is located on 134,000 acres with its North Gate on US Highway 49 at the southern boundary of Hattiesburg. This facility played a pivotal role in training troops during the global war on terrorism. The possibility of a terrorist attack on such an important facility and Hattiesburg is a danger that should be considered due to the support that Hattiesburg provides in terms of public safety services, education, housing, and employment opportunities. Additionally, other potential critical infrastructure targets include extensive rail yards, our three institutions of higher education, the University of Southern Mississippi, William Carey University, and Pearl River Community College, with their associated sports complexes, and our two large hospitals, Forrest General Hospital and Merit Health Wesley, as well as extensive other healthcare facilities and a regional commercial and retail hub. Just beyond the city limits, HFD has mutual aid responsibilities to fuel facilities of national importance, including billions of cubic feet of natural gas storage in local salt domes and extensive pipeline and bulk fuel storage tank farms in Covington County.

Capability Gaps

Although Hattiesburg Police are well trained and equipped to handle many of the threats outlined above, they are often overextended and cannot be present at critical moments when firefighters are most vulnerable. Fire personnel struggle with situational awareness when engaged in life-saving medical interventions or fire suppression actions. The situation would be compounded exponentially in the case of natural disaster or civil unrest. State task forces and law enforcement assets are a tremendous aid in the event of large incidents, but none can offer the immediate individual protection to HFD members against hostile attack that body armor can provide.

Budget

AEL Code	AEL Description	Item	Quantity	Price Per Item	Total
01LE-01-ARMR	Armor, Body	First Response Enhanced Multi-Threat Vest, Level iii+	52	\$639.00	\$33,228.00

Property Management

The City of Hattiesburg is bound by MS law to maintain an accurate property inventory system. This includes placing inventory labels on the property, placing the property information in an electronic database, and conducting an inventory of this property annually. HFD is currently implementing an upgraded electronic records management system to improve efficiency and accountability. This system will add redundancy to the

city's already robust property management efforts. Protective vests assigned to each fire apparatus will be inspected and electronically documented daily at the beginning of each duty shift.

We appreciate your support and look forward to working with you in the future. Please feel free to contact me if additional information is needed.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer Shows". The signature is written in a cursive, flowing style.

Jennifer Shows
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4544
jshows@hattiesburgms.com



**Mississippi Department of Public Safety
Office of Homeland Security**



**State Domestic Preparedness Equipment Program
Equipment Purchase Budget Detail Worksheet and
Impact of Funding Table**

Fiscal Year: 2020

Jurisdiction: City of Hattiesburg Fire Department

Category	Item	Quantity	Total Cost	Items to Each Discipline(s)	Allocation to Each Discipline(s)
Personal Protective Equipment	First Response Enhanced Multi-Threat Vest, Level iiiia+	52	\$33,228	FS - 52	FS - 52
Explosive Device Mitigation and Remediation Equipment					
CBRNE Search & Rescue Equipment					
Interoperable Communication Equipment					
Detection Equipment					
Decontamination Equipment					
Physical Security Enhancement Equipment					
Terrorism Incident Prevention Equipment					
CBRNE Logistical Support Equipment					
CBRNE Incident Response Vehicle					
Medical Supplies and Limited Types of Pharmaceuticals					
CBRNE Reference Materials					



Mississippi Department of Public Safety Office of Homeland Security



Category	Item	Quantity	Total Cost	Items to Each Discipline (s)	Allocation to Each Discipline (s)
Agricultural Terrorism Prevention, Response and Mitigation Equipment					
CBRNE Response Watercraft					
CBRNE Aviation Equipment					
Cyber Security Enhancement Equipment					
Intervention Equipment					
Other Authorized Equipment					
Total:			\$ 33,228		

List of Suggested Abbreviations

LE - Law Enforcement

EMS-FB - Emergency Medical Services (Fire Based)

EMS-NFB – Emergency Medical Services (Non-Fire Based)

EMA - Emergency Management

FS - Fire Service

HZ - HAZMAT

PW - Public Works

PH - Public Health

GA - Governmental Administrative

PSC - Public Safety Communications

HC - Health Care

Ag – Agriculture

CS – Cyber Security



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, September 8, 2020

Re: Authorize submission of a grant application to the National Endowment for the Arts (NEA) Our Town Program for funding to support the creation of a series of 15 murals, for a total project cost of \$200,000 (\$100,000 federal share and \$100,000 local share).
File Number: 2020-630
Minute Book #

Summary

NEA 2020 Our Town Grant Application

Recommendation Statement

I recommend authorization of the submission of a grant application to the National Endowment for the Arts (NEA) Our Town Program for funding to support the creation of a series of 15 murals, for a total project cost of \$200,000 (\$100,000 federal share and \$100,000 local share).

Please place this on the September 8, 2020 City Council meeting for consideration.

Applicant Information

Tracking Number: GRANT13151540

Application #:

Date: 08-18-2020 16:17 PM

Grants.gov Information

Category Our Town
Name City of Hattiesburg

Organization Information

Legal/IRS Name (per your IRS Determination Letter)
City of Hattiesburg

Popular Name (if different)
n/a

Date organization was incorporated (if applicable)

Applicant Organization Status *
Municipal Government

Applicant Organization Description: Select the primary description that is most relevant to your organization *
Government

Applicant Organization Description: Optionally, choose up to two additional descriptions

Does your organization have a disaster preparedness plan (i.e., plans to handle disasters and emergencies such as floods, hurricanes, and man-made disasters)?
• Yes

Applicant Organization Discipline: Select the primary discipline that is most relevant to your organization and, optionally, up to two additional disciplines. This refers to the primary artistic emphasis of your organization. *
None of the Above

Applicant Organization Discipline: Optionally, choose up to two additional disciplines

Briefly summarize the mission of your organization. *

Our vision is for Hattiesburg to become a premier city in the Gulf South. In economic growth, education, health care, culture, entrepreneurship, tourism and especially customer service, our aim is to be the best. We will consistently strive to be bold in our vision and meet and surpass a high standard of excellence in city services.

Primary Partner Information

Primary Partner Legal Name: *
Hattiesburg Tourism Commission

Primary Partner Popular Name (if different):
VisitHattiesburg

Primary Partner's Taxpayer ID Number *
64-0798251

Primary partner date organization was incorporated (if applicable):

1/1/1991

Primary Partner Organization Status *

Nonprofit Organization

Mission/purpose of the partner organization: *

VisitHattiesburg is the official destination marketing organization for Hattiesburg. VisitHattiesburg is committed to several key strategic focuses, including prioritizing placemaking and enhancing the Hattiesburg experience.

Mission: To actively position Hattiesburg as a year-round premier leisure and business destination in the Gulf South.

Vision: To ignite tourism economic growth in Hattiesburg through strategic vision and collaborative leadership while enhancing local quality of life.

Four focus areas:

- Grow tourism's economic impact in Hattiesburg
- Communicate and amplify the Hattiesburg Story
- Strengthen partner network and collaboration
- Prioritize placemaking and enhance the Hattiesburg

Primary Partner Proposed Role: *

VisitHattiesburg's expected role will include organizing/hosting public forum(s) seeking public input on the subject matter and location of the murals, managing the process of commissioning the murals, as well as offering their marketing expertise to ensure the project is successful.

Commissioning of the murals will involve the following:

- Developing and distributing a call for artist proposals based on public input
- Encouraging proposals and corresponding with artists submitting proposals
- Developing/hosting a selection committee composed of professional artists, city officials, and arts patrons
- Distributing proposals to the selection committee for review
- Host selection meetings where committee members will evaluate and score entries based on published criteria
- Inviting finalists to further develop proposals and present in person
- Arrange and hold finalist presentations
- Preparing artist contracts and announce artists selected
- Monitoring

Partner Organization Discipline: Select the primary discipline that is most relevant to your primary partner's organization and, optionally, up to two additional disciplines. This refers to the primary artistic emphasis of your primary partner's organization. *

None of the Above

Primary Partner Organization Discipline : Optionally, choose up to two additional disciplines.

Local Arts Agency ;

Primary Partner Organization Description: Select the primary description that is most relevant to your primary partner's organization *

None of the Above

Primary Partner Organization Description : Optionally, choose up to two additional descriptions.

Organization Budget

	Most Recently Completed FY	Previous FY	Two FYs Prior
FY End Date (MM/DD/YYYY)	09/30/2019	09/30/2018	09/30/2017
Income:			
Earned	\$0	\$0	\$0
Contributed	\$761,633	\$720,592	\$767,714

	Most Recently Completed FY	Previous FY	Two FYs Prior
Total Income	\$761,633	720592.00	\$767,714
Expenses:			
Artistic Salaries	\$0	\$0	\$0
Production/ Exhibition && Service	\$0	\$0	\$0
Administrative Expenses	\$761,633	\$720,592	\$767,714
Total Expenses	\$761,633	\$720,592	\$767,714
Operating Surplus and Deficit	\$0	\$0	\$0

In the space below, discuss the fiscal health of your organization. In addition, you must explain: 1) any changes of 15% or more in either your income or expenses from one year to the next, and 2) plans for reducing any deficit (include the factors that contributed to the deficit and its amount). *

FY2019 ended with stable tax revenues. Property tax revenue increased 5.75% over the prior year. Sales tax revenue increased 4%, due partly to a new 1% motel/restaurant tax. The General Fund's end balance increased 17%, due partly to structural changes (streamlining duties/position elimination as employees resigned/retired) and reclassification of funds held from prior fiscal year, pending distribution to state agencies and city revenue accounts. Our diverse economic base minimizes the cyclical economy's impact. FY2019 saw increases in building permits issued. Industrial, medical, and educational facilities represent the largest employers and largest tax base. The list of those entities has remained virtually unchanged for a number of years.;

Project Information

Project Information

Our Town Project Type *

- Public art

Our Town Additional Project Type: select up to two

Project Activity Type: *

- Artwork Creation - Includes media arts, design projects, and commissions

Additional Project Activity Types: select up to two

Project Start Date *

7/1/2021

Project End Date *

6/30/2023

Schedule of Key Project Dates *

- July – Oct. 2021: Host public forums seeking public input on subject matter and locations of murals
- Nov. 2021 – Jan. 2022: Develop and distribute a national call for artist proposals
- Feb. – Mar. 2022: Develop selection committee
- Apr. 2022: Distribute artist proposals to committee members
- May 2022: Host selection meeting for committee review of artist proposals
- June 2022: Invite finalists to further develop proposals and present them in person
- July 2022: Finalist presentations
- Aug. – Oct. 2022: Prepare artist contracts

- Nov. 2022: Announce artists selected
- Dec. 2022 – Apr. 2023: Monitor progress of murals
- May – June 2023: Completion of murals

Project Title *

To support the creation of a series of fifteen murals in Hattiesburg, Mississippi.

ProjectSummary *

To support the creation of fifteen murals in Hattiesburg, Mississippi, the City of Hattiesburg aims to collaborate with VisitHattiesburg. As we navigate the troubled waters of pervasive anxiety, social distancing, isolation, job loss, civil unrest, and grief for the life that once was, it has become apparent that defining "essential" for human beings is much more complicated than food, water, and shelter. The proposed murals will target residents and visitors alike with the themes plaguing our society today, giving residents a voice in their creation with the hopes that collective healing will come to pass as we look to improve the trajectory of the future.

Project Background and Context *

Known as the *Hub City*, Hattiesburg is home to three major railroads and is located at the intersections of Interstate 59 and U.S. Highways 49, 98 and 11. One of the fastest growing areas in South Mississippi, Hattiesburg is less than 100 miles from the state capital of Jackson, as well as the Gulf Coast, New Orleans, Louisiana, and Mobile, Alabama. The city is home to two universities; a strong medical community; a healthy, historic downtown; successful businesses and industries; and a friendly, civic-minded community. The city survived and was strengthened by experiences during the turbulent Civil Rights era. Hattiesburg is also strengthened by the diversity of its citizenry, drawing college students, young professionals, families, and retirees. Truly, it is diversity—economic, social, racial—that makes Hattiesburg a great city.

The most significant change to Hattiesburg occurred when Hurricane Katrina struck the Mississippi Gulf Coast in 2005. The loss of life and property throughout South Mississippi has forever changed the way we look at our cities and development patterns. The city's desire is to affect its physical destiny by being flexible to changes in area conditions and yielding creative development proposals that benefit our neighborhoods and surrounding communities. Catastrophe struck yet again in both 2013 and 2017, when Hattiesburg experienced the devastation of deadly and destructive EF3 and EF4 tornadoes ripping through our city. Additionally, in recent years, Hattiesburg has experienced an increase in crime, particularly violent crime and gang activity. As we repeatedly struggle to rebuild and improve the quality of life for our citizens, 2020 now brings us the myriad effects of COVID-19, a floundering economy, civil unrest, and high racial tensions. In an attempt to overcome these struggles, to rise again, to unite our citizens, to bring hope to our community and a voice to our people, Hattiesburg wishes to employ the healing power of public art.

Project Description *

The City of Hattiesburg is requesting funding to support a project that will harness the power of collaboration and community engagement to plan and implement a public mural venture that will effect positive change in a community struggling to work through challenges and bounce back from a series of hardships. The end goal of the project consists of the creation of fifteen (15) murals scattered strategically about the city, reflecting the culture and history of Hattiesburg as well as embodying themes related to the deleterious mental health effects of the COVID-19 pandemic, economic distress, rising crime, and increased racial tensions in a way that promotes healing in our community. Also of particular concern is the beautification and revitalization of particularly blighted and distressed neighborhoods, which will be taken into consideration when determining priority locations for the murals.

The initial task of the project will be to convene public forums to explore with community members the issues most prevalent to them in their respective neighborhoods and to gather input to formulate the topics that will be reflected in the murals, as well as to work with community members to determine the most desirable, feasible, and appropriate locations for the works of art. These community discussions will be utilized to develop the call for artist proposals, and a selection committee composed of professional artists, arts patrons, and city officials will review proposals. Once artists and mural locations are finalized, the creation of the murals will begin, with a goal of completion by June 2023. The murals will all be located within the city limits of Hattiesburg, Mississippi. The City of Hattiesburg and VisitHattiesburg will work together to manage and maintain the murals both during creation and after.

VisitHattiesburg will lend marketing and promotion expertise to ensure public awareness of the murals and to draw visitors and tourists to Hattiesburg, increasing the patronage of businesses and restaurants and breathing new life into Hattiesburg's economy. The murals will improve the aesthetics of the various neighborhoods where they eventually find their homes, giving residents a sense of pride in where they live. The murals will tell the stories of residents' grief, trauma, and ongoing struggles while exhibiting their ever-present resilience and hopes for the future—bringing together our diverse population in unity with the implied message that, no matter what happens, we will all get through this together and we will come out stronger on the other side.

Work of Art

Description of Key Project Deliverables and/or Works of Art

Briefly describe any key works of art (e.g., public art, festivals and performances, artist-led planning processes, cultural planning documents) that will be created through the project. Where key works of art to be created is not yet determined, describe the procedures that will guide that determination. **For design projects**, the works of art can include the final designs or documentation of the community design/visioning process. **For cultural planning**, the works of art can include a plan or other community documentation.

The City of Hattiesburg proposes to place fifteen (15) public murals throughout the city. Designs and locations have yet to be determined. Both will be finalized after the project start date of July 1, 2021. Public forums will be held to invite community members to the planning process. Community input will be gathered at these forums to determine the subject matter for the design of the works of art, as well as the locations of the murals. The idea is for the mural themes to emerge from issues currently plaguing our society as well as issues that are important to Hattiesburg residents in particular—such as the mental health effects of social isolation and COVID-19, economic distress, violence, the Black Lives Matter movement, civil unrest, and issues surrounding racial justice.

Project Objectives

Strengthening Communities Objective Narrative *

Economic improvements include the increase of tourism in Hattiesburg, business growth, increased hotel occupancy rates, and decreased unemployment rates. Physical improvements include beautification, especially in blighted neighborhoods—with the hopes that new development will result. Targeting blighted neighborhoods will hopefully start a rejuvenation trend in these areas to improve residents' quality of life. Improvements to social cohesion, community attachment, and public morale are expected, as residents participate in this project by talking about what matters to them, conveying artistic expressions they would like to see come to life in their community, and seeing those hopes and wishes become a reality. Giving residents the ability to affect the destiny of their community will empower them and give them a stronger sense of community pride and identity. Happier, more connected and empowered residents will be more likely to stay in Hattiesburg and continue to make contribution.

Performance Measurement *

Short-term impact and success of the murals in contributing to beautification efforts and reflecting the concerns of residents will be evaluated by direct observation and by collecting oral and written feedback from stakeholders and the public. Press coverage will be monitored. Measures of economic success will focus on traffic numbers, business revenue, hotel occupancy rates, and unemployment rates. Longer term measures will consider crime rates over time, with the hopes that with all the other good things that come along with the murals, crime rates will in turn decrease. Since longer-term goals also involve shifts in attitude—a sense of community pride, appreciation of the arts, and positivity and hope for the future, and community connectedness—we'll gather responses on quality of life issues, measuring impact on sense of community attachment and access to arts.

Intended Audience/Participants/Community. Who will benefit from the project and how? *

The primary intended beneficiaries of the project are the residents of the city of Hattiesburg. However, the hope is that the murals will draw a large number of visitors from throughout the Hattiesburg Metropolitan Statistical Area (which includes Forrest, Lamar, and Perry counties), as well as visitors from within the entire state of Mississippi and throughout the nation. The target audience also includes the residents who specifically live in the neighborhoods surrounding the mural sites, which are yet to be identified. The outdoor murals will be available for viewing to all at no charge, so barriers such as socioeconomic status will not hinder residents or visitors from enjoying the public art available.

Community Engagement *

Information such as population diversity, poverty levels, and crime rates will be examined to determine potential neighborhoods of focus. Public forums will be organized for the purpose of gathering the input of community members to determine the desired subject matter and locations for the murals.

Hattiesburg neighborhood associations actively meet to pursue improvement strategies, and the City employs a Neighborhood Coordinator who acts as a liaison between city government and the neighborhood associations to facilitate the sharing of information and to plan/conduct community events and meetings. These ongoing engagement efforts keep residents informed and connected, giving them avenues for sharing concerns and ideas with city government so they can contribute in a meaningful way to improving the quality of life within their communities.

Race/Ethnicity (choose all that apply)

- American Indian or Alaskan Native
- Asian
- Black or African American

- Hispanic or Latino
- Native Hawaiian or Other Pacific Islander
- White

Age Ranges (choose all that apply)

- Children/Youth (0-17 years)
- Young Adults (18-24 years)
- Adults (25-64 years)
- Older Adults (65+ years)

Underserved/Distinct Groups (choose all that apply)

- Individuals with Disabilities
- Individuals below the Poverty Line
- Individuals with Limited English Proficiency
- Military Veterans/Active Duty Personnel
- Youth at Risk
- Other underserved/distinct group

Population for your Town/City/Tribal Land? *

46,251

Project Locations

City	State	Zip	Action
Hattiesburg	Mississippi	39401	

Project Budget**Project Expenses**

DIRECT COSTS: SALARIES & WAGES				
Title and/or Type of Personnel	Number of personnel	Annual or Average Salary Range	% of time devoted to this project	Amount
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
Total Salaries and Wages				\$0
FRINGE BENEFITS	\$0			
Total Salaries and Fringe Benefits	\$0			

DIRECT COSTS: TRAVEL

# of travelers	From	To	Amount
Total Travel Expenses			\$0

DIRECT COSTS: OTHER

Description	Amount
Artist Fees (includes development, creation, and completion of the murals)	\$200,000
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
	\$0
Total Other Expenses	\$200,000

Total Expenses	\$200,000
-----------------------	-----------

INDIRECT COSTS (if applicable)

Federal Agency	0
Rate Agency (.0000)	0.00
Base	\$ 0.00
TOTAL INDIRECT COSTS	\$0

Project Income

Cash Project Income	
Description	Amount
City of Hattiesburg & VisitHattiesburg	\$100,000
Total Cash	\$100,000

In-kind Project Income	
Description	Amount
	\$
	\$
	\$
	\$
	\$
Total in-kind	\$ \$0

Amount Requested from the NEA

\$ \$100,000

Total Cost Share/Match for this project (Total CASH + Total IN-KIND)

\$ \$100,000

TOTAL PROJECT COSTS/EXPENSES (Total Direct Costs + Total Indirect Costs)

\$ \$200,000

TOTAL PROJECT INCOME (Total Cost Share / Match + Amount Requested from NEA)

\$ \$200,000

Project Participants**Selection of Key Organizational Partners:**

N/A

Organization Name	Description of the Organization	Organization Type	Proposed or committed?
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Selection of Key Individuals: *

The City of Hattiesburg and VisitHattiesburg have partnered successfully on many projects. As a result, Marlo Dorsey, Executive Director of VisitHattiesburg, was chosen as a key individual for this project. Her marketing expertise and assistance with commissioning the murals will prove invaluable to the project's success. Ann Jones, Project Director, is the city's Chief Administrative Officer, chosen based on her experience managing/implementing city projects. Artists will be determined by a competitive selection process. A selection committee will review/score artist proposals based on published criteria. Selection criteria will include artistic merit and creativity, demonstrated ability, and the technical knowledge to execute the project.

Last Name	First Name	Project Role	Title	Bio including the proposed role in the project	Proposed or committed?
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Last Name	First Name	Project Role	Title	Bio including the proposed role in the project	Proposed or committed?
Dorsey	Marlo	Executive Director of VisitHattiesburg	Executive Director	Marlo Dorsey has served as the Executive Director of VisitHattiesburg, and played a pivotal role in Hattiesburg becoming the third most visited city in Mississippi. She will assist with the process of commissioning the murals and offering her marketing expertise to promote the project.	Committed
Jones	Ann	Project Director	Chief Administrative Officer	Ann Jones has worked for the City of Hattiesburg since 1994, in many roles. In her current role of Chief Administrative Officer, she will assist with the implementation and management of the project.	Committed

Programmatic Activities

Year 1 * 2017

Representative Examples Year 1 *

Since 2016, the City of Hattiesburg and Hattiesburg Alliance for Public Art (HAPA), an umbrella organization under VisitHattiesburg, have collaborated in outdoor sculpture competitions and exhibits as well as mural projects. Examples are presented from the both the sculpture and mural projects. In October of 2017, Mayor Toby Barker enlisted the help of Betsy Mercier to paint City Hall's fire hydrant in a way to honor those who have battled breast cancer. The fire hydrant quickly morphed into a way to engage Hattiesburg residents through public art. Each month, the City Hall fire hydrant reveals a different presentation of art on social media.

Sculpture exhibits:

- Andrew Light's "Anomis Exquisite"
- Ryan Lamfer's "Emergence"
- Ray Katz's "Stargazer"
- Stacey Rathert's "Which Way Home"
- Kevin Vanek's "The Screws That We Lose are the Hardest to Replace"

Fire Hydrant Art:

- Oct. 2017: Breast Cancer Awareness
- Nov. 2017: No Shave Nov.
- Dec. 2017: Rudolph

Year 2 * 2018

**Representative
Examples Year
2 ***

Murals:
 •Heidi Pitre – Ribbons & Wheels
 •Kelsey Wishik – We're All In This Together

Fire Hydrant Art:
 •Jan. 2018 – In Honor of Martin Luther King
 •Feb. 2018 – Mardi Gras
 •Mar. 2018 – St. Patrick's Day
 •Apr. 2018 – Autism Awareness
 •May 2018 – Police Week
 •May 2018 – Graduation
 •June 2018 – FestivalSouth
 •July 2018 – Stars & Stripes
 •Aug. 2018 – Lil Brown Jug Game
 •Sept. 2018 – Suicide Prevention
 •Oct. 2018 – Breast Cancer Awareness
 •Oct. 2018 – Halloween
 •Nov. 2018 – Veterans Day
 •Dec. 2018 – The Grinch

Year 3 *

2019

**Representative
Examples Year
3 ***

Sculptures:
 •Jason Kimes's "Positive Capability"
 •Glenn Zweygardt's "Earth Om"
 •Jacob Burmood's "Aloft"
 •Joe Barrington's "Wild Boar"
 •Phil Proctor's "Cumulon"

Fire Hydrant Art:
 •Jan. 2019 – In Memory of the 2017 Tornado Victims
 •Feb. 2019 – In Honor of Ensign Jesse Brown
 •Mar. 2019 – In Honor of Evelyn Gandy
 •Apr. 2019 – Downtown Crawfish Jam
 •May 2019 – Bike to Work
 •June 2019 – 75th Anniversary of D-Day
 •July 2019 – 50th Anniversary of Apollo 11/Man on the Moon
 •Aug. 2019 – Back to School in the Burg
 •Sept. 2019 – 9/11 Memorial
 •Oct. 2019 – Breast Cancer Awareness
 •Nov. 2019 – 50th Anniversary of Sesame Street
 •Dec. 2019 – Christmas

Uploaded Docs, Work Samples

Support Material	Title	Description
2020 OT - Letters of Support.pdf	Letters of Support	Letters of Support from Hattiesburg's Mayor and VisitHattiesburg
Image Work Samples.pdf	Hattiesburg Image Work Samples	The attachment includes examples from previous Hattiesburg public art projects, including murals as well as images of City Hall's fire hydrant--which sports a new design each month (thanks to artist Betsy Mercier) to raise awareness and honor all that is Hattiesburg, from historical events to prominent local figures and current public events.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, September 8, 2020

Re: Approve plans and specifications for the Lamar Boulevard Reconstruction Project and authorize publication of Advertisement for Bids.
File Number: 2020-620
Minute Book #

Summary

Approve plans and specifications for the Lamar Boulevard Reconstruction Project and authorize publication of Advertisement for Bids.

Recommendation Statement

I recommend approval of this item.

Please place this on the September 8, 2020 City Council meeting for consideration.

ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the **City of Hattiesburg**, MISSISSIPPI, will receive sealed bids until **10:00 AM** on **October 15th, 2020** in the City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, and then at said location opened and read aloud for furnishing the City's requirements for the following:

LAMAR BOULEVARD RECONSTRUCTION HATTIESBURG, MISSISSIPPI

Official bid documents can be downloaded from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

BID: LAMAR BOULEVARD RECONSTRUCTION HATTIESBURG, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 8th day of September, 2020.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on September 16 and September 23, 2020
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401



Engineering Progress

August 25, 2020

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Attn: Lamar Rutland, P.E.

**RE: Lamar Boulevard Reconstruction
City of Hattiesburg**

Dear Lamar:

Enclosed please find the Advertisement for Bids, Plans, and Specifications for the above referenced project. We would like to request permission to advertise on the September 8th City Council agenda.

If you should have any questions or comments, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shea E. McNease', enclosed within a blue oval.

Shea E. McNease, P.E.
Project Engineer

/md

Enclosure



Engineering Progress

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

LAMAR BOULEVARD RECONSTRUCTION

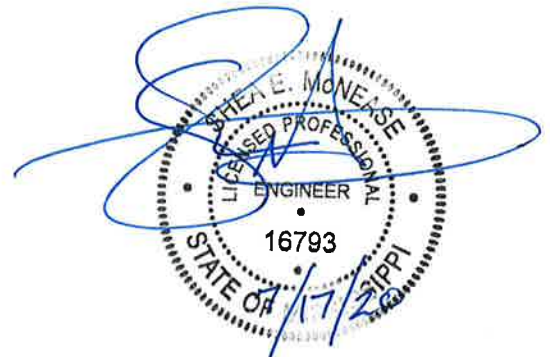
E.D.A. AWARD #: 04-79-07362

FOR THE

CITY OF HATTIESBURG

JULY 2020

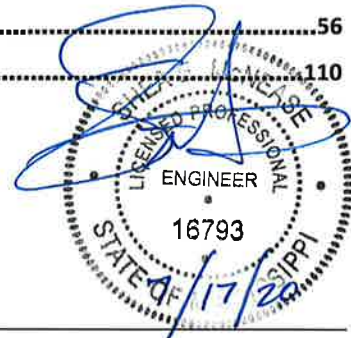
PREPARED BY:



**SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS**

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CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on September 16 and September 23, 2020
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

INSTRUCTIONS to BIDDERS

- 1) Bids will be received by **CITY of HATTIESBURG** herein called the "OWNER," at **Office of the City Clerk at City Hall** until **10:00 AM**, on **October 15th, 2020** and then at said office publicly opened and read aloud.
- 2) Each sealed envelope must be plainly marked on the outside as: **"BID for LAMAR BOULEVARD RECONSTRUCTION"**
 - a) Sealed Bids Hand Delivered: The outside of the sealed bid envelope must bear the name of the bidder, bidder's complete address, "Certificate of Responsibility Number," and the name of the project for which the bid is submitted.
 - b) Sealed Bids Mailed
 - i) The outside of the sealed bid envelope must bear the name of the bidder, bidder's complete address, "Certificate of Responsibility Number," and the name of the project for which the bid is submitted.
 - ii) The sealed bid envelope (containing the bid) must then be enclosed in a carrier envelope addressed to the OWNER.
 - c) No bid will be opened, considered, or accepted unless the above stated information is given as specified.
- 3) When required by the OWNER, sufficient evidence must be submitted that said "Certificate of Responsibility" has been issued and is in effect at the time of receiving bids.
- 4) All bids must be made on the required bid form (enclosed). All spaces, including blank spaces, for bid prices must be completed in ink or typewritten and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required.
- 5) The contract will be awarded on the basis of the low base bid or low combination of base bid and those alternatives which produce a total within available funds. The OWNER reserves the right to waive irregularities and to reject any or all bids. The OWNER reserves the right to award to a bidder other than the low bidder when, in the OWNER'S judgment, it is in his best interest to do so. Three such reasons may be, but are not limited to: (1) bidder being in arrears on existing contracts; (2) bidder being in litigation with the OWNER; (3) bidder having defaulted on a previous contract. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the bidder.
- 6) Bidders must satisfy themselves of the accuracy of the estimated quantities in the bid schedule by examination of the site and a review of the contract documents, including

"ADDENDA." After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

- 7) If any person contemplating the submission of a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, submit a written request for an interpretation thereof to:

**Shows, Dearman and Waits, Inc.
Consulting Engineers
301 Second Ave
Hattiesburg, MS 39401**

- a) The written request for clarification must be received at least ten (10) days prior to the date fixed for opening of bids.
- b) Any interpretation of the contract documents will be made by the "ADDENDA" duly issued to each person receiving a set of such documents not later than forty-eight (48) hours prior to the time of opening of bids, excluding weekends and legal holidays.
- c) The OWNER will not be responsible for explanations or interpretations of proposed documents, except as issued in accordance herewith.
- 8) The OWNER shall provide to bidders prior to bidding all information that is pertinent to, delineates, and describes the land owned as well as rights-of-way acquired or to be acquired.
- 9) The "Contract Documents" contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the contractor or relieve contractor from fulfilling any of the conditions of the "Contract Agreement."
- 10) Each bid must be accompanied by a "Bid Bond" payable to the OWNER for five percent (5%) of the total amount of the bid. As soon as the bid prices have been compared, the OWNER will return all the said bonds except the bonds from the three (3) lowest responsive, responsible bidders. When the "Contract Agreement" is executed, the said bonds of the two remaining unsuccessful bidders will be returned. The "Bid Bond" of the successful bidder will be retained until the "Payment Bond," "Performance Bond," and "Certificates of Insurance" have been executed and approved, after which the "Bid Bond" will be returned to the successful bidder. A certified check may be used in lieu of a "Bid Bond."
- 11) A "Payment Bond," and "Performance Bond," each in the amount of one hundred percent (100%) of the contract price along with an owner-approved corporate surety that is listed on the US Treasury Department's most current list (Circular 570, as amended) will be required for the faithful performance of the contract.
- 12) Attorneys-in-fact who sign the "Bid Bond," "Payment Bond," and "Performance Bond" must file with each said bond a certified and effective-dated copy of their "Power of Attorney."

- 13) The party to whom the contract is awarded will be required to execute the "Contract Agreement" and obtain and submit the "Performance Bond," "Payment Bond," and "Certificate of Insurance" within ten (10) calendar days from the date when "Notice of Award" is delivered to the bidder. The "Notice of Award" shall be accompanied by the required "Contract Agreement" and said bond forms. In case of failure of the bidder to execute and submit the "Contract Agreement," "Performance Bond," "Payment Bond," and "Certificate of Insurance," the OWNER may - at his option - determine the bidder to be in default, in which case the "Bid Bond" accompanying the proposal shall become the property of the OWNER.
- 14) The OWNER, within ten (10) calendar days of receipt of acceptable "Performance Bond," "Payment Bond," "Certificate of Insurance," and "Contract Agreement" signed by the party to whom the "Contract Agreement" was awarded, shall sign the "Contract Agreement" and return to such party an executed duplicate of the "Contract Agreement" and issue a "Notice to Proceed." Should the OWNER not execute the "Contract Agreement" within such stated period, the bidder may by written notice withdraw his signed "Contract Agreement" without further liability on the part of either party. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER. Should there be reason(s) the "Notice to Proceed" cannot be issued within such stated period, the time may be extended by mutual agreement between the OWNER and contractor. If the "Notice to Proceed" has not been issued within the ten (10) calendar day period or within the period mutually agreed upon between OWNER and contractor, the contractor may terminate the "Contract Agreement" without further liability on the part of either party.
- 15) The OWNER may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the OWNER that such bidder is properly qualified to carry out the obligations of the "Contract Agreement" and to complete the work contemplated therein.
- 16) A conditional (or qualified) bid will not be accepted.
- 17) Award will be made to the lowest responsible, responsive bidder. (See herein paragraph 5.)
- 18) All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the stated project shall apply to the "Contract Agreement" throughout.
- 19) Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the contract documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to his bid.
- 20) Further, the bidder agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the "Supplemental General Conditions."

- 21) Non-Resident Contractor: When a non-resident contractor submits a bid for a Mississippi public project, he shall attach thereto a copy of his resident state's current law pertaining to such state's treatment of non-resident contractors as required by House Bill Number 850, Chapter Number 527, Laws of 200588.
- 22) Telegraphic Modifications: Any bidder may modify his bid by telegraphic communication at any time, provided such communication is received prior to the scheduled bid opening. Written confirmation must be received within two (2) days after the scheduled bid opening or no consideration will be given the telegraphic modifications.
- 23) Resident Labor Used on Public Works: Each bidder must inform himself of the requirements and provisions of Sections 31-5-17, 31-5-2005 and 31-5-21 of the Mississippi Code of 200572, which require the use of Mississippi resident labor on this public works project.
- 24) This project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with the program.

PROPOSAL FORM

Proposal of _____ (hereinafter called "BIDDER"),
organized and existing under the Laws of the State of _____ doing business as
*. To the City of Hattiesburg (hereinafter called "OWNER").

In compliance with your Advertisement for BIDS, BIDDER hereby proposes to perform all
WORK for the construction of the Lamar Boulevard Reconstruction in strict
accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at
the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each
party thereto certifies as to his own organization, that this BID has been arrived at
independently, without consultation, communication, or agreement as to any matter
relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be
specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 275
consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated
damages in the amount of \$ 750.00 for each consecutive calendar day thereafter
as provided in Section 15.9 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDA:

*Insert "a corporation", "a partnership", or "an individual" as applicable.

PROPOSAL (BID FORM)

LAMAR BOULEVARD RECONSTRUCTION CITY of HATTIESBURG

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
	Demolition				
201-A	Clearing and Grubbing	1	Lump Sum		
202-B	Removal of Asphalt Pavement, All Depths	15,677	Sq.Yd.		
202-B	Removal of Concrete Pavement, All Depths	684	Sq.Yd.		
202-B	Removal of Curb &/or Curb and Gutter, All Types	7,114	Lin. Ft.		
202-B	Removal of Concrete Storm Inlets (All Sizes)	3	Each		
202-B	Removal of Concrete Storm Drainage Pipe (Under 36" Diameter) (All Depths)	631	Lin. Ft.		
202-B	Removal of Concrete Storm Drainage Pipe (36" Diameter & Over) (All Depths)	179	Lin. Ft.		
202-B	Removal of Riprap (All Depths)	80	Sq.Yd.		
	Earthwork & Temporary Erosion Control				
203-A	Unclassified Excavation, LVM, AH	100	Cu.Yd.		
203-	Muck Excavation, LVM	20	Cu.Yd.		
203-EX	Borrow Excavation, Class B9, LVM, AH	1,575	Cu.Yd.		
203-G	Excess Excavation, LVM, AH	1,250	Cu.Yd.		
211-B	Topsoil for Slope Treatment, Contractor Furnished	1,560	Cu.Yd.		
211-C	Topsoil for Plant Holes, Contractor Furnished	70	Cu.Yd.		
215-A	Vegetative Materials for Mulch	5	Ton		
216-B	Solid Sodding, Zoysia	3,215	Sq.Yd.		
219-A	Watering	225	Kgal		
221-A	Concrete Paved Ditch	0.5	Cu.Yd.		
225-A	Grassing	1.7	Acre		
226-A	Temporary Grassing	2.3	Acre		
230-B	Tree Planting, Per Plans	29	Each		

233-A	Tree Bark Mulch, Type II	10	Cu.Yd.		
234-A	Temporary Silt Fence	7,400	Lin. Ft.		
237-A	Wattles, 20"	1,400	Lin. Ft.		
246-A	Sandbags	470	Lin. Ft.		
	SubBase, Base & Paving				
304-A	Granular Material (LVM) (Class 9, Group B)	1,400	Cu.Yd.		
304-G	Crushed Aggregate (610)	465	Tons		
308-A	Cement	260	Tons		
308-B	Soil-Cement-Water Mixing, Multiple Pass Mixers, Base	16,060	Sq. Yd.		
308-S	Bituminous Curing Seal	1,610	Gal.		
403-B	9.5 mm, ST, Asphalt Pavement, Leveling	14	Tons		
403-A	9.5 mm, ST, Asphalt Pavement	1,035	Tons		
403-A	19 mm, ST, Asphalt Pavement	3,030	Tons		
406-A	Cold Milling of Bituminous Pavement, All Depths	258	Sq. Yd.		
	Drainage				
601-B	Class "B" Structural Concrete - Minor Structures	150	Cu.Yd.		
602-A	Reinforcing Steel	13,110	Lbs.		
603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	2,495	Lin. Ft.		
603-CA	24" Reinforced Concrete Pipe, Class III, Rubber Gaskets	525	Lin. Ft.		
603-CA	36" Reinforced Concrete Pipe, Class III, Rubber Gaskets	598	Lin. Ft.		
603-CA	48" Reinforced Concrete Pipe, Class III, Rubber Gaskets	595	Lin. Ft.		
603-CA	72" Reinforced Concrete Pipe, Class III, Rubber Gaskets	21	Lin. Ft.		
603-CB	18" Reinforced Concrete End Section	1	Each		
603-CB	48" Reinforced Concrete End Section	1	Each		
603-CB	72" Reinforced Concrete End Section	1	Each		
603-SB	6" Branch Connection, Stub into Proposed Reinforced Concrete Pipe	13	Each		
604-A	Gratings	495	Lbs.		
604-A	Castings	3,485	Lbs.		
605-AA	Geotextile for Subsurface Drainage, Type III	1,520	Sq. Yd.		
605-Q	6" Perforated Corrugated Polyethylene Drainage Tubing for Underdrains, SDR 35	2,002	Lin. Ft.		
605-P	6" Non-Perforated Sewer Pipe for Underdrains, SDR 23.5	190	Lin. Ft.		
605-W	Filter Material for Combination Storm Drain and/or Underdrain, Type A	195	Cu.Yd.		

605-W	Filter Material for Combination Storm Drain and/or Underdrain, Type B	210	Cu.Yd.		
	Curbing, Sidewalks & Cutters				
609-B	Concrete Curb, Header	52	Lin. Ft.		
609-D	Combination Concrete Curb and Gutter, Per Plans	10,515	Lin. Ft.		
614-A	Concrete Driveway, without Reinforcement, 6" Thickness	160	Sq. Yd.		
	Miscellaneous				
618-A	Maintenance of Traffic	1	Lump Sum		
619-D	Remove and Reset Signs, All Sizes	4	Each		
620-A	Mobilization	1	Lump Sum		
	Pavement Striping & Marking				
626-B	6" Thermoplastic Traffic Stripe, Continuous Yellow	3,285	Lin. Ft.		
626-D	6" Thermoplastic Edge Stripe, Continuous White	50	Lin. Ft.		
626-D	6" Thermoplastic Traffic Stripe, Skip Yellow	1,610	Lin. Ft.		
626-G	Thermoplastic Detail Traffic Stripe, White, 6"	225	Lin. Ft.		
626-H	Thermoplastic Legend, White (6"Equiv)	300	Lin. Ft.		
626-H	Thermoplastic Legend, White	485	Sq. Ft.		
626-H	Thermoplastic Legend, Yellow (6"Equiv)	250	Lin. Ft.		
627-K	Red-Clear Reflective High Performance Raised Markers	14	Each		
627-L	Two-Way Yellow Reflective High Performance Raised Markers	224	Each		
	Permanent Traffic Control				
630-A	Standard Roadside Signs, Sheet Aluminum, 0.08" Thickness	154	Sq. Ft.		
630-C	Steel U-Section Posts, 3.0 Lbs./Ft	350	Lin. Ft.		
630-K	Welded & Seamless Steel Pipe Posts, 3"	14	Lin. Ft.		
	Survey & Staking				
699-A	Construction Staking	1	Lump Sum		
	Permanent Erosion Control				
815-A	Loose Riprap, Size 200	122	Tons		
815-B	Grouted Riprap	210	Sq. Yd.		
815-E	Geotextile under Riprap	381	Sq. Yd.		

BID TOTAL: _____

BID BOND

KNOWN ALL MEN BY THESE PRESENTS: that we, the undersigned, _____, as PRINCIPAL, and _____, as SURETY, are hereby held and firmly bound unto _____, as OWNER in the penal sum of _____ (\$_____) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed, this _____ day of _____, 20__.

The condition of the above obligation is such that whereas the PRINCIPAL has submitted to _____ a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the **Lamar Boulevard Reconstruction** project. NOW, THEREFORE,

- a) If said bid shall be rejected, or
- b) If said bid shall be accepted and the PRINCIPAL shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void; otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the SURETY for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such bid and said SURETY does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(Seal)

PRINCIPAL

(L.S.)

(Seal)

SURETY

by: _____

IMPORTANT NOTE: Surety companies executing bonds must appear on the US Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

CONTRACT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the CITY of HATTIESBURG, hereinafter called "OWNER" and _____, doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR,"

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned:

ARTICLE 1 - Scope of Work

The CONTRACTOR agrees to furnish all tools, labor, equipment, materials, and supplies required to be furnished and perform all work required under an in accordance with the plans entitled:

LAMAR BOULEVARD RECONSTRUCTION

CITY of HATTIESBURG

which are on file at the office of the OWNER, and the Specifications, Proposals, General and Special Conditions attached hereto and made a part hereof as fully as though copied herein, under the direct supervision and to the entire satisfaction of the OWNER and in accordance with the laws of the State of Mississippi.

The term "Contract Documents" means and includes the following:

Advertisement for Bids	Notice of Award
Instructions to Bidders	Notice to Proceed
Bid	Change Order
Bid Bond	General Conditions
Contract Agreement	Supplemental General Conditions
Payment Bond	Technical Specifications
Performance Bond	Drawings

Addenda: No. _____. Dated: _____, 20____

No. _____. Dated: _____, 20____

No. _____. Dated: _____, 20____

No. _____. Dated: _____, 20____

No. _____. Dated: _____, 20____

ARTICLE 2 - The Contract Sum

It is further agreed and understood by and between the parties hereunto that the OWNER agrees to pay and the CONTRACTOR agrees to accept full and final compensation for all work done under this agreement, the lump sum amount adjusted for variation of quantities at the unit prices named in the proposal, which is hereto attached, such payment to be made in lawful money of the United States at the time and in the manner hereinafter set forth.

ARTICLE 3 - Time of Completion

The CONTRACTOR agrees, for the consideration above expressed, to begin and complete the work within the time specified in the proposal. If the CONTRACTOR fails to complete the work in the time specified, he shall pay the OWNER as liquidated damages, ascertained and agreed, and not in the nature of a penalty, the sum of Seven Hundred Fifty Dollars (**\$750.00**) for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidated damages may be granted as provided for in the Specifications.

ARTICLE 4 - Progress Payments

- 1) The owner agrees to make progress payments during the construction as provided herein as follows:
- 2) The Engineer will, on or before the tenth (10th) day of each month, make an estimate of the value of the work done based on contract prices.
- 3) The OWNER agrees to pay the CONTRACTOR one hundred percent (100%) of the value of the work done each month, less ten percent (10%) retainage until final acceptance of the work has been made.

ARTICLE 5 - Acceptance and Final Payment

- 1) Upon receipt of written notice that the work is ready for final acceptance and inspection, the Engineer shall promptly make such inspection and when he finds the work acceptable under the contract and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating the work provided for in the contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the CONTRACTOR within thirty (30) days from the date of said final acceptance.
- 2) Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the Engineer that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.
- 3) The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work or materials appearing within one (1) year after payment or claims previously made and still unsettled.
- 4) If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR and the Engineer so certifies, the OWNER shall, upon certificate of the Engineer and without terminating the contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6 - The Performance Bond

The CONTRACTOR agrees to furnish a bond with an approved surety, thereon guaranteeing the performance of this contract in no less one hundred percent (100%) of the amount of the contract. Said

bond shall be conditioned on full and complete performance of the contract and for the payment of all labor and materials for a period of one (1) year after completion. The surety on said bond shall be a surety company of financial resources satisfactory to the OWNER and authorized to do business in the State of Mississippi.

ARTICLE 7 - Insurance

The CONTRACTOR agrees to also carry public liability insurance, property damage insurance, and workman's compensation insurance in amounts as required by the specifications.

IN WITNESS WEHREOF, the parties hereto have executed this "Contract Agreement" the day and year first written above.

(Owner's Seal)

ATTEST by:

_____	CITY of HATTIESBURG
	OWNER
_____	Toby Barker
Name	Name
_____	Mayor
Title	Title
	P. O. Box 1898
	Address
	Hattiesburg MS 39403-1898
	City/State/Zip

(Contractor's Seal)

ATTEST by:

_____	CONTRACTOR

Name	Name

Title	Title

	Address <i>(Please print)</i>

	City/State/Zip

PAYMENT BOND

KNOWN ALL MEN BY THESE PRESENTS: that

_____ Contractor	_____ Contractor's Address
_____ (Corporation, Partnership, Individual)	_____ City/State/Zip

hereinafter called "PRINCIPAL," and

_____ SURETY	_____ SURETY's Address
	_____ City/State/Zip

hereinafter called 'SURETY," are held and firmly bound unto

_____ CITY of HATTIESBURG OWNER	_____ P O Box 1898 OWNER's Address
	_____ Hattiesburg MS 39403-1898 City/State/Zip

hereinafter called "OWNER,"

in the penal sum of _____ Dollars (\$_____) in lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

LAMAR BOULEVARD RECONSTRUCTION
HATTIESBURG, MISSISSIPPI

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided in such contract, and any authorized extension or

modification thereof, including all amounts due to materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work whether by subcontractor or otherwise, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, said PRINCIPAL and SURETY have hereunto set their hands and seals at _____ this the ____ day of _____, 20__.

(PRINCIPAL's Seal)

ATTEST by:

Name

(PRINCIPAL) Secretary;
Witness as to PRINCIPAL

Address

City/State/Zip

PRINCIPAL

Authorized Representative
Executing for PRINCIPAL

Title

(SURETY's Seal)

ATTEST by:

_____	_____
	SURETY
_____	_____
Name	Authorized Person Executing For SURETY
_____	_____
Title	Title

Witness as to SURETY	

Address	

City/State/Zip	

NOTE: Date of bond must not be prior to the date of the contract agreement. If PRINCIPAL is a partnership, all partners should execute the bond.

IMPORTANT NOTE: SURETY companies executing bonds must appear on the US Treasury Department's most current list (Circular C570, as amended) and be authorized to transact business in the state where the project is located.

PERFORMANCE BOND

KNOWN ALL MEN BY THESE PRESENTS: that

Contractor

Contractor's Address

(Corporation, Partnership,
Individual)

City/State/Zip

hereinafter called "PRINCIPAL," and

SURETY

SURETY's Address

City/State/Zip

hereinafter called 'SURETY,' are held and firmly bound unto

CITY of HATTIESBURG
OWNER

P. O. Box 1898
OWNER's Address

Hattiesburg MS 39403-1898
City/State/Zip

hereinafter called "OWNER,"

in the penal sum of _____ Dollars (\$_____) in lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

LAMAR BOULEVARD RECONSTRUCTION HATTIESBURG, MISSISSIPPI

NOW, THEREFORE, if the PRINCIPAL shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY, and during the one year guaranty period, and if PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages that it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

NOW THEREFORE, if the PRINCIPAL shall promptly make payment of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the State of Mississippi, or any county, municipality, board, department, commission, or political subdivision thereof, by reason of and directly connected with the performance of said contract or any part thereof as provided by Sections 27-65-1, 27-65-21, 27-67-1, 27-67-301, and 31-5-3, supra, or any other applicable statute or other authority, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, said PRINCIPAL and SURETY have hereunto set their hands and seals at _____ this the ____ day of _____, 20__.

(PRINCIPAL's Seal)

ATTEST by:

Name

(PRINCIPAL) Secretary;
Witness as to PRINCIPAL

Address

City/State/Zip

PRINCIPAL

Authorized Person Executing
for PRINCIPAL

Title

(SURETY's Seal)

ATTEST by:

SURETY

Name

Authorized Person Executing
For SURETY

Title

Title

Witness as to SURETY

Address

City/State/Zip

NOTE: Date of bond must not be prior to the date of the contract agreement. If PRINCIPAL is a partnership, all partners should execute the bond.

IMPORTANT NOTE: *SURETY companies executing bonds must appear on the US Treasury Department's most current list (Circular C570, as amended) and be authorized to transact business in the state where the project is located.*

NOTICE of AWARD

TO: _____

Project Description: Lamar Boulevard Reconstruction

The owner has considered the bid submitted by you for the above described work in response to his/its "Advertisement for Bids" dated _____, 20__ and "Instructions to Bidders." You are hereby notified that your bid has been accepted for items in the amount of _____ (\$_____).

You are required by the "Instructions to Bidders" to execute the "Contract Agreement" and furnish the required contractor's "Payment Bond and Performance Bond" and certificates of insurance within ten (10) calendar days from the date of this Notice to you. (See "Contract Documents.")

If you fail to execute said "Contract Agreement" and to furnish said bonds and certificates within ten (10) days from the date of this Notice, said owner will be entitled to consider all your rights arising out of the owner's acceptance of your bid as abandoned. The owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this "Notice of Award" to the owner.

Dated this _____ day of _____, 20__.

CITY of HATTIESBURG
OWNER

by: _____
Toby Barker
Mayor
Title

ACCEPTANCE of NOTICE

Receipt of the above "Notice of Award" is acknowledged by: _____
Contractor Authorized Signee

This the _____ day of _____, 20__.

Print Name

Title

NOTICE to PROCEED

TO: _____

Project Description: Lamar Boulevard Reconstruction

In accordance with the "Contract Agreement" dated _____, 20__:

- 1) You are hereby notified to commence stated project work on or before _____, 20__.
- 2) You are to complete the stated project work within 275 consecutive calendar days thereafter.
- 3) The date of completion of all stated project work is therefore _____, 20__.

Dated this _____ day of _____, 20__.

CITY of HATTIESBURG
OWNER

by: _____
Toby Barker
Mayor
Title

ACCEPTANCE of NOTICE

Receipt of the above "Notice to Proceed" is acknowledged by: _____
Contractor Authorized Signee

This the _____ day of _____, 20__. _____
Print Name

Title

GENERAL CONDITIONS

ARTICLE I

DEFINITIONS

Wherever used in these “General Conditions” or in the other contract documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

Acceptance: Acceptance by the owner of the work as being fully complete in accordance with the contract documents.

Agreement: The written agreement between the owner and the contractor covering the work to be performed; the contract documents, which are attached to and made a part of the agreement, also designated as the contract.

Addenda: Written or graphic instruments issued prior to the execution of the agreement, which modify and/or interpret any or all part thereof of the contract documents, drawings and specifications by addition, deletions, clarifications, and/or corrections.

Application for Payment: The form furnished by the engineer, which is to be used by the contractor in requesting progress payments. The “Application for Payment” form is submitted along with an affidavit by the contractor that progress payments theretofore received from the owner on account for completed work have been applied by the contractor to discharge in full all of the contractor’s obligations stated in prior “Application(s) for Payment.”

Approval: Accepts as satisfactory.

Bid: The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.

Bidder: Any person, firm, or corporation submitting a bid for the work.

Bonds: Bid, performance, and payment bonds and other instruments of security furnished by the contractor and contractor’s surety in accordance with the contract documents and in accordance with the law of the place/location of the project.

Change Order: A written order to the contractor signed by the owner authorizing an addition to, deletion of, or revision in the work, or an adjustment in the contract price or the contract time issued after execution of the agreement.

Contract Documents: “Advertisement for Bids; Instructions for Bidders; Contractor’s Bid; Bid Bond; Contract Agreement; General Conditions; Supplemental General Conditions; Technical Specifications; Payment Bond; Performance Bond; Notice of Award; Notice to Proceed; Change Order, and Drawings.”

Contract Price: The total moneys payable to the contractor under the contract documents.

Contract Time: The number of calendar days stated in the agreement for the completion of the work.

Contracting Officer: The individual who is authorized to sign the contract documents on behalf of the owner’s governing body. The contracting officer is also known as the “Owner’s Recipient.”

Contractor: The person, firm, or corporation with whom/which the owner has executed the agreement.

Day: A calendar day of twenty-four hours measured from midnight to the next midnight.

Drawings: The drawings that show the character and scope of the work to be performed that have been prepared or approved by the engineer and are referred to in the contract documents.

Engineer: The person, firm, or corporation named as such in the contract documents.

Field Order: A written order issued by the engineer which clarifies or interprets the contract documents in accordance with herein **Article 9**, paragraph 3 or orders minor changes in the work in accordance with herein **Article 10**, paragraph 2.

He, His, and Him: These are general pronouns that shall represent both male and female genders.

Modification: (a) A written amendment of the contract documents signed by both parties, (b) a change order, (c) a written clarification or interpretation issued by the engineer in accordance with herein **Article 9**, paragraph 3, or (d) a written order for a minor change or alteration in the work issued by the engineer pursuant to herein **Article 10**, paragraph 2. A modification may only be issued after execution of the agreement.

Notice of Award: The written notice by owner to the apparent successful bidder stating that upon compliance with the conditions precedent to be fulfilled by the bidder within the time specified, owner will execute and deliver the agreement to him.

Notice to Proceed: A written notice given by owner to contractor (with a copy to engineer) fixing the date on which the contract time will commence to run and on which the contractor shall start to perform said contractor's obligations under the contract documents.

Owner: A public body or authority, corporation, association, partnership, or individual for which/whom the work is to be performed.

Project: The entire construction to be performed as provided in the contract documents.

Resident Project Representative: An authorized representative of the engineer assigned to observe the work performed and materials furnished by the contractor or such other person as may be appointed by the owner as his representative. The contractor shall be notified in writing of the identity of this representative.

Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules, and other data that are prepared by the contractor, a subcontractor, manufacturer, supplier, or distributor and which illustrate the equipment, material, or some portion of the work and as required by the contract documents.

Samples: Physical examples that illustrate materials, equipment, or workmanship and establish standards by which the work will be judged.

Specifications: Those portions of the contract documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the work.

Subcontractor: An individual, firm, or corporation having a direct contract with contractor or with any other subcontractor for the performance of a part of the work at the site.

Substantial Completion: Substantial completion may be granted for all or portions of the work prior to final completion and stopping of contract time. Substantial completion is defined as the date when the

construction is sufficiently completed in accordance with the contract documents so that the project or specified part of the project can be utilized for the purpose for which it was intended. The contract provides that the retainer may be reduced for that portion of the work for which substantial completion is granted, but the granting of substantial completion will not stop contract time or liquidated damages.

Supplemental General Conditions: Certain conditions of this contract required by the State of Mississippi, Department of Environmental Quality and by federal laws, executive orders, and regulations on projects funded by the state revolving fund loan program.

Supplier: An individual who and/or firm, corporation, or other organization that supplies materials or equipment for the work - including that which is fabricated to a special design, but does not perform labor at the site.

Special Conditions: Special conditions refer only to the work under this contract when included as a part of the contract documents.

Surety: The corporate body which is bound with the contractor and which engages to be responsible for the contractor and his acceptable performance of the work.

Work: Any and all obligations, duties, and responsibilities necessary to the successful completion of the project assigned to or undertaken by contractor under the contract documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

Written Notice: The term "Notice" or "notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with contract requirements. Written "Notice" shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the "Notice." Unless otherwise stated in writing, any "Notice" to or demand upon the owner under this contract shall be delivered to the owner through the engineer.

ARTICLE 2

PRELIMINARY MATTERS

- 1) **Award:** The award of the contract, if it is awarded, will be to the lowest responsive, responsible bidder. No "Notice of Award" will be given until the owner has concluded such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the bidders to do the work in accordance with the contract documents to the satisfaction of the owner within the time prescribed. The owner reserves the right to reject the bid of any bidder who does not pass such investigation to the owner's satisfaction. In analyzing bids, the owner may take into consideration alternates and unit prices, if requested by the bid forms. If the contract is awarded, the owner will issue the "Notice of Award" and give the successful bidder a contract for execution within sixty (60) days after the opening of bids.
- 2) **Execution of Agreement:** At least three counterparts of the agreement and such other contract documents will be executed and delivered by the contractor to the owner within ten (10) calendar days of receipt from the owner.
- 3) **Forfeiture of Bid Security:** Failure of the successful bidder to execute and deliver the agreement and deliver the required bonds as stipulated herein in **Article 2**, paragraph 2 shall be just cause for the owner to annul the "Notice of Award" and declare the bid and any security therefore forfeited.

- 4) **Contractor's Pre-Start Representations:** Contractor represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the contract documents, work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect performance of the work, and represents that he has correlated his study and observations with the requirements of the contract documents. Contractor also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the specifications and made such additional surveys and investigations as he deems necessary for the performance of the work at the contract price in accordance with the requirements of the contract documents and that he has correlated the results of all such data with the requirements of the contract documents.
- 5) **Commencement of Contract Time:** The contract time will commence to run no more than fifteen (15) days after issuance of the "Notice to Proceed."
- 6) **Starting the Project:** Contractor shall start to perform his obligations under the contract documents on the date when the contract time commences to run. No work shall be done at the site prior to the date on which the contract time commences to run, except with the written consent of the owner.
- 7) **Before Starting Construction:** Before undertaking each part of the work, the contractor shall carefully study and compare the contract documents and check and verify pertinent figures shown thereon and all applicable field measurements. The contractor shall at once report in writing to the engineer any conflict, error or discrepancy which he may discover; however, the contractor shall not be liable to the owner or engineer for contractor's failure to discover any conflict, error, or discrepancy in the drawings or specifications.
- 8) **Schedule of Completion:** Within ten (10) days after delivery of the "Notice to Proceed" by the owner to the contractor, the contractor shall submit to the engineer an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the work and a preliminary schedule of shop drawing submissions. (See herein **Article 6**, paragraphs 22 through 26.) The engineer shall review and return said progress schedule or require revisions thereto within fourteen (14) days of its submittal. The responsibility for coordinating the work of all contractors shall be as provided in the special conditions if there is more than one contractor involved in a project.
- 9) **Preconstruction Conference:** Prior to starting the work at the site, a preconstruction conference will be held to review the above mentioned schedules to establish procedures for handling shop drawings and other submissions, for processing applications for payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the owner or owner's representative, the engineer, resident project representatives, contractor, and contractor's superintendent.
- 10) **Qualification of Subcontractors, Material-Men, and Suppliers**
- a) Within ten (10) working days after bid opening, the contractor will (if required) submit to the owner and the engineer for acceptance a list of the names of subcontractors and such other persons and organizations (including those who are to furnish principal items of materials or equipment) proposed for those portions of the work to which the identity of the subcontractors and other persons and organizations must be submitted as specified in the contract documents.
- b) Within thirty (30) working days after receiving said list, the engineer will notify the contractor in writing if either the owner or the engineer, after due investigation, has reasonable objection to any subcontractor, person, or organization on said list. The failure of the owner or the engineer

to make objection to any subcontractor, person, or organization on said list within thirty (30) days of receipt shall constitute an acceptance of such subcontractor, person, or organization. Acceptance of any such subcontractor, person, or organization shall not constitute a waiver of any right of the owner or the engineer to reject defective work, material, or equipment, or any work, material, or equipment not in conformance with the requirements of the contract documents.

ARTICLE 3

CORRELATION, INTERPRETATION and INTENT of CONTRACT DOCUMENTS

- 1) **Intent:** It is the intent of the specifications and drawings to describe a complete project to be constructed in accordance with the contract documents. The contract documents comprise the entire agreement between the owner and the contractor. The contract documents may be altered only by a modification.
- 2) **Binding of Contract Documents:** The contract documents are complementary; what is called for by one is as binding as if called for by all. If the contractor finds a conflict, error, or discrepancy in the contract documents, contractor shall call it to the engineer's attention in writing at once and before proceeding with the work affected thereby; however, contractor shall not be liable to owner or engineer for contractor's failure to discover any conflict, error, or discrepancy in the specifications or drawings. The various contract documents shall be given precedence, in case of conflict, error, or discrepancy, as follows: supplemental general conditions; agreement modifications; addenda; special conditions; information to bidders; general conditions; technical specifications, and drawings. If the requirements of other contract documents are more stringent than of the supplemental general conditions, the more stringent requirements shall apply.
- 3) **Similar Words Interpretation:** The words "furnish," "are required," "furnish and install," "install," and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install-- complete in place and ready for service."
- 4) **Miscellaneous Items and Accessories:** Miscellaneous items and accessories that are not specifically mentioned that are essential to produce a complete and properly operating installation or usable structure or plant providing the indicated function shall be furnished and installed without change in the contract price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight, and other applicable characteristics as specified for the major component of which the miscellaneous item or accessory is an essential part and shall be approved by the engineer before installation. The above requirement is not intended to include major components not covered by or inferable from the drawings and specifications.
- 5) **Coordination of Work:** The work of all trades under this contract shall be coordinated by the contractor in such a manner as to obtain the best workmanship possible for the entire project, and all components of the work shall be installed or erected in accordance with the best practices of the particular trade.
- 6) **Manufacturer's Literature and Agency/Organization Codes:** Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes, standard specifications, or other data published by regulating agencies or accepted organizations, including but not limited to, national electrical code, applicable state building code, federal specifications, ASTM Specifications, various institute

specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of bid.

- 7) **Brand Names:** Brand names, where used in the technical specifications, are intended to denote the standard of quality required for the particular material or product. The term "equal" or "equivalent" when used in connection with brand names shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color, and other applicable characteristics to the material or product specified by trade name and that is suitable for the same use and capable of performing the same function in the opinion of the engineer as the material or product so specified. It shall be understood by all bidders that "or equal" products may be used for all brands specified unless specifically noted otherwise. Proposed equivalent items must be approved by the engineer before they are purchased or incorporated in the work. (When a brand name, catalog number, model number, or other identification is used without the phrase "or equal," the contractor shall assume the phrase "or equal.")

ARTICLE 4

AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS

- 1) **Availability of Land:** The owner will furnish, as indicated in the contract documents, the lands upon which the work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the owner unless otherwise specified in the contract documents. Other access to such lands or rights-of-way for the contractor's convenience shall be the responsibility of the contractor. The contractor will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.
- 2) **Surveys and Test:** The owner will, upon request, furnish to the bidder(s) copies of all available boundary surveys and subsurface tests at no cost.
- 3) **Subsurface Conditions:** The contractor acknowledges that he has investigated conditions prior to bidding and is satisfied with said conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, and the character of equipment and facilities needed preliminary to and during prosecution of the work. The contractor further acknowledges that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done on behalf of the owner on the site or any contiguous site, as well as from information presented by the drawings and specifications made a part of this contract, or any other information made available to said contractor prior to receipt of bids. Any failure by the contractor to acquaint himself with the available information will not relieve said contractor from responsibility for estimating properly the difficulty or cost of successfully performing the work. The owner assumes no responsibility for any conclusions or interpretations made by the contractor on the basis of the information made available by the owner.
- 4) **Differing Site Conditions**

- a) The contractor shall promptly, and before such conditions are disturbed, notify the owner in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site and/or of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The owner shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.
- b) No claim of the contractor under this clause shall be allowed unless the contractor has given the notice required in (a) above; provided, however, the time prescribed thereof may be extended by the owner.
- c) No claim by the contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5

BONDS AND INSURANCE

- 1) **Performance and Payment Bonds:** The contractor's attention is directed to the instructions for bidders, the performance bond, and the payment bond as contained in the contract documents.
- 2) **Contractor's Liability Insurance:** The contractor shall provide the owner with insurance certificates certifying that all required liability insurance is in force, and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire, or be materially changed without giving the owner advance notice by registered mail.
- 3) **Sublet Work:** The contractor agrees that if any part of the work under the contract is sublet, he will require the subcontractor(s) to carry insurance as required, and that the contractor will require the subcontractor(s) to furnish to contractor insurance certificates similar to those required by the owner in above listed paragraph 2.
- 4) **Owner's Liability Insurance:** The owner will be responsible for purchasing and maintaining owner's own liability insurance and, at his option, may purchase, and maintain such insurance as will protect him against claims which may arise from operations under the contract documents.
- 5) **Fire and Extended Coverage Insurance (Builders' Risk):** The contractor shall maintain, as applicable, with an insurance company or insurance companies acceptable to the owner, fire, extended coverage, and vandalism and malicious mischief insurance on buildings and structures while in the course of construction including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery if the cost of machinery is included in the contract. The amount of insurance must be at all times at least equal to the actual cash value of the insured property. The policy shall be in the name of the owner and the contractor, as their interests may appear, and shall also cover the interests of all subcontractors performing work.
- 6) **Flood Insurance:** The contractor shall maintain, as applicable, with an insurance company or insurance companies acceptable to the owner, any flood insurance made available under the US National Flood Insurance Act of 1968, as amended. This requirement applies only to insurable improvements with a value in excess of ten thousand dollars (\$10,000.00 USD) located inside the

boundaries of a special flood hazard area delineated on a flood hazard boundary map or flood insurance rate map which has been issued by the Department of Housing and Urban Development and the Federal Insurance Administration. The insurance shall be in an amount at least equal to the total eligible project costs located within the flood hazard area, or to the maximum limit of coverage made available under the National Flood Insurance Act of 1968, as amended, whichever is less, for the entire life of the contract.

- 7) **Evidence of Insurance:** The contractor shall provide the owner with satisfactory evidence certifying that the foregoing insurance is in force, and such evidence shall include provisions that the insurance shall not be canceled, allowed to expire, or be materially changed without giving the owner advance notice by registered mail.
- 8) **Cancellation and Re-Insurance:** If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this contract, the contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this contract.

ARTICLE 6

CONTRACTOR'S RESPONSIBILITIES

- 1) **Supervision and Superintendence:** The contractor will supervise and direct the work. The contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the contractor as the contractor's representative at the site. The supervisor shall have full authority to act on behalf of the contractor, and all communications given to the supervisor shall be as binding as if given to the contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work. (Copies of written communications given to the superintendent shall be mailed to the contractor's home office).
- 2) **Labor, Materials, and Equipment:** The contractor will provide competent, suitable, qualified personnel to survey and layout the work and perform construction as required by the contract documents. Contractor will at all times maintain good discipline and order at the site.
- 3) **Contractor to Furnish:** The contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water, sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the work.
- 4) **Condition of Materials and Equipment:** All materials and equipment will be new except as otherwise provided in the contract documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.
- 5) **Materials and Equipment Specifications:** All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the contract documents.

6) Materials, Equipment, Products, and Substitutions

- a) Materials, equipment, and products incorporated in the work must be approved for use before being purchased by the contractor. The contractor shall submit to the engineer a list of proposed materials, equipment, or products, together with such samples as may be necessary for contractor to determine said materials, equipment or products acceptability and obtain engineer's approval within ninety (90) calendar days after award of contract unless otherwise stipulated in the special conditions. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the engineer.
- b) Whenever a material, article, or piece of equipment is identified on the drawings or specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance of other salient requirements and that other products of equal capacities, quality, and function shall be considered. The contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the contract documents by reference to brand name or catalogue number, and if, in the opinion of the engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the engineer may approve its substitution and use by the contractor. Incidental changes or extra component parts required to accommodate the substitute will be made by the contractor without a change in the contract price or contract time.
- c) No substitute shall be ordered or installed without the written approval of the engineer, who shall be the judge of equality.
- d) Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.
- e) Should any work or materials, equipment, or products not conform to requirements of the drawings and specifications or become damaged during the progress of the work, such work or materials shall be removed and replaced together with any work disarranged by such alterations at any time before completion and acceptance of the project. All such work shall be done at the expense of the contractor. (See herein **Article 7**, paragraph 10.)
- f) No materials or supplies for the work shall be purchased by the contractor or by a subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The contractor warrants that he has good title to all materials and supplies used by him in the work.

7) Concerning Subcontractors: The contractor will not employ any subcontractor, other person, or organization of the types referred to in herein **Article 2**, paragraph 10 (whether initially or as a substitute) against whom the owner or the engineer may have reasonable objection, nor will the contractor be required to employ any subcontractor against whom contractor has reasonable objection. The contractor will not make any substitution for any subcontractor who has been accepted by the owner and the engineer unless the engineer determines there is good cause for doing so.

8) Contractor's Responsibility for (Direct and Indirect) Personnel: The contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that contractor is responsible for the acts and omissions of persons directly employed by him. Nothing in the contract documents shall create any contractual relationship between owner or engineer and any subcontractor or other person or organization having a direct contract with contractor, nor shall it create any obligation on the part of owner or engineer to pay or to see to the payment of any moneys due any subcontractor or other person or

organization, except as may otherwise be required by law. Owner or engineer may furnish to any subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to contractor on account of specific work done in accordance with the schedule of values.

- 9) **Drawings Disassociation of Work Delegation:** The divisions and sections of the specifications and the identifications of any drawings shall not control the contractor in dividing the work among subcontractors or delineating the work to be performed by any specific trade.
- 10) **Binding Subcontractors to Contract:** The contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the contract documents for the benefit of the owner.
- 11) **Contractor and Subcontractor Agreement:** All work performed for the contractor by a subcontractor shall be pursuant to an appropriate agreement between the contractor and the subcontractor.
- 12) **Contractor's Responsibility When Delegating Work**
- a) The contractor shall be responsible for the coordination of the trades, subcontractors, and material-men engaged upon contractor's work.
 - b) The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the contractor by the terms of these general conditions and other contract documents insofar as applicable to the work of subcontractors and to give the contractor the same power as regards to terminating any subcontract that the owner may exercise over the contractor under any provisions of the contract documents.
 - c) The owner or engineer will not undertake to settle any differences between the contractor and his subcontractors or between subcontractors.
 - d) The subcontractor shall be replaced if and when directed in writing if, in the opinion of the engineer, any subcontractor on the project proves to be incompetent or otherwise unsatisfactory.
- 13) **Patent Fees and Royalties:** The contractor will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process, or device that is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the owner and the engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorney's fees) arising out of any infringement of such rights during or after completion of the work, and shall defend all such claims in connection with any alleged infringement of such rights.
- 14) **Patent Rights and Royalties:** The contractor shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles, and/or systems prior to bidding. However, he shall not be responsible for such determination on systems that do not involve purchase by him of materials, appliances, and articles.
- 15) **Permits:** The contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary that are applicable at the time of his bid for the prosecution of the work. There will be no charges to the contractor when such charges are normally made by the owner and when so stated in the special conditions. The owner shall assist the contractor, when necessary, in obtaining such permits and licenses. The contractor will also pay all public utility charges.

- 16) **Laws and Regulations:** The contractor will give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work. If the contractor observes that the specifications or drawings are at variance therewith, he will give the engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the engineer, he will bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the drawings and specifications are in accordance with such laws, ordinances, rules, and regulations.
- 17) **Taxes:** Cost of all sales and other taxes for which the contractor is liable under the terms of the contract shall be included in the contract price stated by the contractor.
- 18) **Record Drawings:** The contractor will keep one record copy of all specifications, drawings, addenda, modifications, and shop drawings at the site in good order and annotated to show all changes made during the construction process. These complete drawings shall be available to the engineer and shall be delivered to him for the owner upon completion of the project. It shall be used for this purpose only.
- 19) **Safety and Protection:** The contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to
- a) all employees on the work job and other persons who may be affected thereby;
 - b) all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
 - c) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- 20) **Preventative Measures:** The contractor will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the contractor's superintendent unless otherwise designated in writing by the contractor to the owner.
- 21) **Emergencies:** In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the contractor, without special instruction or authorization from the engineer or owner, is obligated to act at his discretion to prevent threatened damage, injury, or loss. He will give the engineer prompt written notice of any significant changes in the work or deviations from the contract documents caused thereby, and a change order shall thereupon be issued covering the changes and deviations involved. If the contractor believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the contract price or an extension of the contract time, he may make a claim therefore as provided herein in **Articles 11 and 12.**
- 22) **Shop Drawings and Samples:** After checking and verifying all field measurements, the contractor will submit to the engineer for review copies (or at the engineer's option, one reproducible copy) of all shop drawings in accordance with the accepted schedule of shop drawing submissions (see herein **Article 2**, paragraph 8), which shall have been checked by and stamped with the approval of the contractor. The data shown on the shop drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the engineer to review the information as required.

- 23) **Submittal of Samples:** The contractor will also submit to the engineer for review, with such promptness as to cause no delay in work, all samples required by the contract documents. All samples will have been checked by and stamped with the approval of the contractor, identified clearly as to material, manufacturer and pertinent catalog numbers, and the use for which intended.
- 24) **Drawing or Sample Deviations from Contract:** At the time of each submission, the contractor will, in writing, bring to the engineer's attention any deviations that the shop drawings or sample may have from the requirements of the contract documents.
- 25) **Engineer's Review of Submitted Drawings and Samples:** The engineer will review with reasonable promptness shop drawings and samples, but his review shall be only for conformance with the design concept of the project and for compliance with the information given in the contract documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The contractor will make any corrections required by the engineer and will return the required number of corrected copies of shop drawings and resubmit new samples until the review is satisfactory to the engineer. The contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections called for by the engineer on previous submissions. The contractor's stamp of approval on any shop drawing or sample shall constitute a representation to the owner and the engineer that the contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data, or he assumes full responsibility for doing so and that he has reviewed or coordinated each shop drawing or sample with the requirements of the work and the contract documents.
- 26) **Commencement of Work of Submission(s):** No work requiring a shop drawing or sample submission shall be commenced until the submission has been reviewed and approved by the engineer. A copy of each shop drawing and each approved sample shall be kept in good order by the contractor at the site and shall be available to the engineer.
- 27) **Contractor's Responsibility of Submission(s):** The engineer's review of shop drawings or samples shall neither relieve the contractor from his responsibility for any deviations from the requirements of the contract documents unless the contractor has, in writing, called the engineer's attention to such deviation at the time of submission and the engineer has given written approval to the specific deviation, nor shall any review by the engineer relieve the contractor from responsibility for errors or omissions in the shop drawings.
- 28) **Site Clean-Up:** The contractor shall clean up behind the work as much as is reasonably possible as the work progresses. Upon completion of the work, and before acceptance of and final payment for the project by the owner, the contractor shall remove all his surplus and discarded materials, excavated material, and rubbish from the roadways, sidewalks, parking areas, lawns, and all adjacent property; shall clean his portion of work involved in any building under this contract so that no further cleaning by the owner is necessary prior to his occupancy; shall restore all property, both public and private, that has been disturbed or damaged during the prosecution of the work, and shall leave the whole in a neat and presentable condition.
- 29) **Building Clean-Up:** Clean-up operations shall consistently be carried on by the contractor at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., from the building and shall leave his work "broom clean," or its equivalent, unless more exactly specified elsewhere in the contract. The general contractor shall do the following special cleaning for all trades upon completion of the work:
- a) remove putty stains and paint from and wash and polish all glass. Do not scratch or otherwise damage glass.

- b) remove all marks, stains, fingerprints and other soil and dirt from painted, stained, and decorated work.
- c) remove all temporary protections and clean and polish floors.
- d) clean and polish all hardware for all trades; this shall include removal of all stains, dust, dirt, paint, etc.
- 30) **General Clean-Up:** In case of dispute, the owner may remove the rubbish and charge the cost to the several contractors as the engineer shall determine to be just.
- 31) **Public Convenience and Safety:** The contractor shall, at all times, conduct the work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the work shall be provided for in a satisfactory manner consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the work in a conspicuous position at such locations as traffic demands. At any time that streets are required to be closed, the contractor shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times.
- 32) **Sanitary Provisions:** The general contractor shall furnish necessary toilet conveniences secluded from public observation for use of all personnel on the work site, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the public authorities having jurisdiction. The general contractor shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the work and the premises shall be left clean.
- 33) **Indemnification:** The contractor will indemnify and hold harmless the owner and the engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of work, provided that any such claim, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than work itself) including the loss of use resulting therefrom, and (b) caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 34) **Claims Against Owner or Engineer:** In any and all claims against the owner or the engineer or any of their agents or employees, by an employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under herein **Article 6**, paragraph 33 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workmen's compensation acts, disability benefit acts, or other employees benefit acts.
- 35) **Contractor's Liability Obligations:** The obligations of the contractor under herein **Article 6**, paragraph 34 shall not extend to the liability of the engineer's negligent acts, errors, or omissions or those of his employees or agents.
- 36) **Responsibility for Connecting to Existing Work:** It shall be the express responsibility of the contractor to connect his work to each part of the existing work or work previously installed as required by the drawings and specifications to provide a complete installation.

37) Work in Street, Highway, and Other Rights-of-Way: Excavation, grading, fill, storm drainage, paving, and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of federal, state, and local laws. The owner will be responsible for obtaining all permits necessary for the work. Upon completion of the work, contractor shall present to engineer certificates, in triplicate, from the proper authorities stating that the work has been done in accordance with their requirements.

a) The owner will cooperate with the contractor in obtaining action from any utilities or public authorities involved in the above requirements.

b) The engineer shall be responsible for obtaining elevations of curbs and gutters, pavements, storm drainage structures, and other such items as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the project.

i) Any variation from the requirements of paragraph 37(b) above shall be stated in the "Special Conditions."

38) Cooperation with Governmental Departments, Public Utilities, Etc.: The contractor shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies, and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith that are encountered in the work so that such items may be properly shored, supported, and protected, or the contractor may relocate them if he so desires. The contractor shall give all proper notices, shall comply with requirements of such parties in the performance of his work, shall permit entrance of such parties on the project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

a) The contractor's attention is called to the fact that there may be delays on the project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The contractor shall cooperate with the above parties in every way possible so that the construction can be completed in the least possible time.

b) The contractor shall have made himself familiar with all codes, laws, ordinances, and regulations that in any manner affect those engaged or employed in the work, or materials and equipment used in or upon the work, or in any way affect the conduct of the work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

39) Use of Premises: The contractor shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of engineer and owner, and shall not unnecessarily encumber any part of the site.

a) Contractor shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the work to stresses or pressures that will endanger it.

b) Contractor shall enforce owner's instructions in connection with signs, advertisements, fires, and smoking.

c) Contractor shall arrange and cooperate with owner in routing and parking of automobiles of his employees, subcontractors and other personnel, and in routing material delivery trucks and other vehicles to the project site.

- 40) **Protection of Existing Property Improvements:** Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), and/or trees and shrubbery not indicated on the drawings or noted in the specifications as being removed or altered shall be protected from damage during construction of the project. Any such improvements damaged during construction of the project shall be restored to a condition equal to that existing at time of award of contract.
- 41) **Temporary Heat:** The general contractor shall provide heat, fuel, and services as necessary to protect all work and materials within all habitable areas of permanent building construction for all contracts against injury from dampness and cold until final acceptance of all work and materials for the project --unless building is fully occupied by the owner prior to such acceptance in which case the owner shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel, and services as required to protect his work or shall make all necessary arrangements with the general contractor for providing such temporary heat, fuel, and services. Unless otherwise specifically permitted by stated special conditions, the permanent heating system shall not be used to provide temporary heat. Contractor's proposed methods of heating shall be submitted for approval.

ARTICLE 7

WORK by OTHERS

- 1) **Additional Related Work:** The owner may perform additional work related to the project by himself, or he may let other direct contracts thereof that shall contain general conditions similar to these herein. The contractor will afford the other contractors who are parties to such direct contracts (or the owner, if he is performing the additional work himself) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
- 2) **Report of Defects or Deficiencies:** If any part of the contractor's work depends on proper execution or results upon the work of any such other contractor (or the owner), the contractor will promptly report to the engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.
- 3) **Altering the Work of Others:** The contractor will do all cutting, fitting, and patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The contractor will not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the engineer and of the other contractors whose work will be affected.
- 4) **Prior Written Notice of Additional Work:** If the performance of additional work by other contractors or the owner is not noted in the contract documents prior to the execution of the contract, written notice thereof shall be given to the contractor prior to starting any such additional work. If the contractor believes that the performance of such additional work by the owner or others involves him in additional expense or entitles him to an extension of the contract time, he may make a claim as provided herein in **Articles 11 and 12.**

- 5) **Contractor's Allowance for Work of Others:** Where practicable, the general contractor shall build around the work of other separate contractors or shall leave chases, slots, and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the engineer.
- 6) **Necessary Alterations Not Built by General Contractor:** Necessary chases, slots, and holes not built or left by the general contractor shall be cut by the separate contractor requiring such alterations after approval of the general contractor. The general contractor shall do all patching and finishing of his work where cut by other contractors at the expense of such other contractors.
- 7) **Contractors Sharing of the Work Site:** Cooperation is required in the use of site facilities and in the detailed execution of the work. Each contractor shall coordinate his operations with those of the other contractors for the best interest of the work in order to prevent delay in the execution thereof.
- 8) **Monitoring Contractors Work:** Each contractor shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the contractor shall notify the engineer immediately. Lack of such notice to the engineer will be construed as acceptance by the contractor for proper coordination of his own work.
- 9) **Contractor's Progress of Work Notice(s):** Each contractor shall give notice(s) of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The general contractor shall give notice(s) of the progress of his work so that work of other contractors, when required to be concealed, may be placed before the general construction work. All such notices shall be submitted (a) to the engineer with copies to other prime contractors on the project, and (b) sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.
- 10) **Notice Negligence and Other Liability:** The cost of extra work resulting from lack of notices, untimely notices, and failure to respond to notices, defective work, or lack of coordination shall be borne by the contractor responsible for such lack of notices, etc.

ARTICLE 8

OWNER'S RESPONSIBILITIES

- 1) **Communication:** The owner will issue all communications to the contractor through the engineer.
- 2) **Engineer's Termination:** In case of termination of the employment of the engineer, the owner will appoint an engineer against whom the contractor makes no reasonable objection and whose status under the contract documents shall be that of the former engineer. Any dispute in connection with such appointment shall be subject to arbitration, if mutually agreeable.
- 3) **Prompt Payments to Contractor:** The owner will promptly furnish the data required of him under the contract documents and shall promptly make payments to the contractor after they are due as provided herein in **Article 14**.
- 4) **Owner's Duties:** Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth herein in **Article 4**. **Article 4**, paragraph 2 refers to the owner identifying and making available to contractor copies of surveys

and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the work, which has been relied upon by the engineer in preparing the drawings and specifications.

- 5) **Owner's Liability Responsibilities:** The owner's responsibilities in respect of liability and property insurance are set forth herein in **Article 5**, paragraph 4.
- 6) **Owner's Right to Request Changes:** In addition to owner's rights to request changes in the work in accordance with herein **Article 10**, the owner (especially in certain instances as provided in **Article 10**, paragraph 4) will be obligated to execute change orders.
- 7) **Owner's Right to Stop or Suspend Work:** In connection with the owner's right to stop or suspend work, see herein **Article 15**, paragraph 1. **Article 15**, paragraph 3 deals with the owner's right to terminate services of the contractor under certain circumstances.
- 8) **Owner's Use of Completed or Partially Completed Work:** The owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the fact that the time for completing the entire work or any portion thereof may not have expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the work, the contractor shall be entitled to such extra compensation or extension of time or both, except by prior agreement as the engineer may determine.
- 9) **Other Owner's Responsibility:** Owner's responsibility in respect of certain inspections, tests, and approvals is set forth herein in **Article 9**.

ARTICLE 9

ENGINEER'S STATUS DURING CONSTRUCTION

- 1) **Owner's Representative:** The engineer shall be the owner's representative during the construction period. The duties and responsibilities and the limitations of authority of the engineer as the owner's representative during construction are set forth herein in **Articles 1** through **17** of these "General Conditions" and shall not be extended without written consent of the owner and the engineer.
 - a) The engineer's decision in matters relating to aesthetics shall be final if within the terms of the contract documents.
 - b) Except as may be otherwise provided in this contract, all claims, counter-claims, disputes, and other matters in question between the owner and the contractor arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the owner is located.
- 2) **Visits to Site:** The engineer will make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. The engineer will not be required to make continuous on-site observations to check the quality or quantity of the work. The engineer's efforts will be directed toward ascertaining on behalf of the owner that the completed project will conform to the requirements of the contract documents. On the basis of his on-site observations as an experienced and qualified

design professional, he will keep the owner informed of the progress of the work and will endeavor to guard the owner against defects and deficiencies in the work of contractors.

- 3) **Clarifications and Interpretations:** The engineer will issue with reasonable promptness such written clarifications or interpretations of the contract documents (in the form of drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the contract documents. If the contractor believes that a written clarification and interpretation entitles him to an increase in the contract price or extension of contract time, he may make a claim thereof as provided herein in **Articles 11 and 12.**
- 4) **Measurement of Quantities:** All work completed under the contract will be measured by the engineer according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.
- 5) **Rejecting Defective Work:** The engineer will have authority to disapprove or reject work which is "defective" (which term is hereinafter used to describe work that is unsatisfactory, faulty, or defective, does not conform to the requirements of the contract documents, does not meet the requirements of any inspection, test, or approval referred to in the special conditions, or has been damaged prior to final acceptance). The engineer will also have authority to require special inspection or testing of the work as provided in the special conditions, whether or not the work is fabricated, installed, or completed.
- 6) **Shop Drawings, Change Orders, and Payments:** In connection with the engineer's responsibility as to shop drawings and samples, see herein **Article 6**, paragraphs 25 through 27, inclusively.
- 7) **Engineer's Responsibility for Change Orders:** In connection with the engineer's responsibility for change orders, see herein **Articles 10, 11, and 12.**
- 8) **Engineer's Responsibility Regarding Application for Payment:** In connection with the engineer's responsibilities in respect of "Application for Payment," etc., see herein **Article 14.**
- 9) **Resident Project Representative:** The owner or the engineer will provide on-site representation sufficient to guarantee that construction is in general compliance with the construction drawings and the contract specifications.
- 10) **Decisions on Disagreements:** The engineer will be the initial interpreter of the terms and conditions of the contract documents and the judge of the performance thereunder. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both the owner and the contractor. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes, and other matters relating to the execution and progress of the work or the interpretation of or performance under the contract documents shall be referred initially to the engineer for decision, which he shall render in writing within a reasonable time.
- 11) **Right to Request Arbitration:** Either the owner or the contractor, if the other agrees, may request arbitration with respect to any such claim, dispute, or other matter that has been referred to the engineer, except any that have been waived by the making or acceptance of final payment as provided herein in **Article 14**, paragraph 11, and such arbitration is to be in accordance with herein **Article 16.** However, no request for arbitration of any such claim, dispute, or other matter shall be made until the earlier of (a) the date on which the engineer has rendered his decision or (b) the tenth day after the parties have presented their evidence to the engineer if the engineer has not rendered his written decision before that date. No request for arbitration shall be made later than thirty (30) days after the date on which the engineer rendered his written decision in respect of the claim, dispute, or other matter to which arbitration is sought, and the failure to request arbitration

within said thirty (30) days' period shall result in the engineer's decision being final and binding upon the owner and the contractor. If the engineer renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but shall not supersede the arbitration proceedings except where the decision is acceptable to the parties concerned.

- 12) **Limitations of Engineer's Responsibilities to Contractor and Others:** Neither the engineer's authority to act under this herein **Article 9** nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the engineer to the contractor, any subcontractor, any of their agents or employees or any other person performing any of the work.
- 13) **Engineer's Limitations of Responsibility:** The engineer will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the contractor's failure to perform the work in accordance with the contract documents.
- 14) **Engineer's Limitations of Responsibility for Omissions:** The engineer will not be responsible for the acts or omissions of the contractor, or any subcontractors, or any of his or their agents or employees, or any other persons performing any of the work.

ARTICLE 10

CHANGES IN WORK

- 1) **Owner's Right to Initiate Change Orders:** Without invalidating the agreement, the owner may, at any time or from time-to-time, order additions, deletions, or revisions in the work; these will be authorized by change orders. Upon receipt of a change order, the contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the contract documents. If any change order causes an increase or decrease in the contract price or an extension or shortening of the contract time, an equitable adjustment will be made as provided herein in **Article 11** or **Article 12**. A change order signed by the contractor indicates his agreement therewith.
- 2) **Authorization of Minor Changes or Alterations :** The engineer may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the contract documents. These changes and/or alterations may be accomplished by a field order. If the contractor believes that any minor change or alteration authorized by the engineer entitles him to an increase in the contract price or extension of contract time, the contractor may make a claim thereof as provided herein in **Articles 11** and **12**.
- 3) **Unauthorized Additional Work:** Additional work performed by the contractor without authorization of a change order will not entitle him to an increase in the contract price or an extension of the contract time except in the case of an emergency as provided herein in **Article 6**, paragraph 21 and except as provided herein in **Article 10**, paragraph 2.
- 4) **Execution of Change Order(s):** The owner will execute appropriate change orders prepared by the engineer covering changes in the work to be performed as provided herein in **Article 4**, paragraph 4, and work performed in an emergency as provided herein in **Article 6**, paragraph 21 and any other claim of the contractor for a change in the contract time or the contract price, which is approved by the engineer.
- 5) **Notification of Surety of Changes:** It is the contractor's responsibility to notify his surety of any changes affecting the general scope of the work or change in the contract price and the amount of

the applicable bonds shall be adjusted accordingly. The contractor will furnish proof of such adjustment to the owner.

ARTICLE 11

CHANGE of CONTRACT PRICE

- 1) **Total Compensation Payable to Contractor:** The contract price constitutes the total compensation payable to the contractor for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by the contractor shall be at his expense without changing the contract price.
- 2) **Owner's Written and/or Verbal Change Orders**
 - a) The owner may, at any time and without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes: (a) in the specifications (including drawings and designs); (b) in the method or manner of performance of the work; (c) in the owner-furnished facilities, equipment, materials, services, or site; or (d) directing acceleration in the performance of the work, and/or (e) directing the contractor to stop work for a stated time.
 - b) Any other written order or an oral order (which terms as used in this paragraph shall include direction, instruction, interpretation, or determination) from the owner, which causes any such change, shall be treated as a change order under this clause, provided that the contractor gives the owner written notice stating the date, circumstances, and source of the order and that the contractor regards the order as a change order.
 - c) Except as herein provided, no order, statement, or conduct of the owner shall be treated as a change under this clause or entitle the contractor to an equitable adjustment hereunder.
 - d) If any change under this clause causes an increase or decrease in the contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: Provided, however, that except for claims based on defective specifications, no claim for any change under above listed paragraph 2(b) shall be allowed for any costs incurred more than twenty (20) days before the contractor gives written notice as therein required. And provided further that in the case of defective specifications for which the owner is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the contractor in attempting to comply with such defective specifications.
 - e) If the contractor intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under above listed paragraph 2(a) or the furnishing of a written notice under above listed paragraph 2(b), submit to the owner a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the owner. The statement of claim hereunder may be included in the notice under above listed paragraph 2(b). If not received by the owner within 30 days, the owner may choose to reject the contractor's information relating to such claim without review.
 - f) No claim by the contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

- 3) **Determination of Change Order Compensation:** The compensation of any portion of the work covered by a change order or of any claim for an increase or decrease in the contract price shall be determined in one of the following ways:
- a) where the change order involved is covered by unit prices contained in the contract documents by application of unit prices to the quantities of the items involved. Should the items (by quantity) be increased or decreased by more than 15 percent (15%) from that stipulated in the contract documents and the total dollar amount is significant (greater than ten thousand dollars [\$10,000]), either the owner or the contractor may request to negotiate a new unit price for the quantities in excess of the 15 percent (15%) window to protect their financial interest in the project.
 - b) by negotiated lump sum.
 - c) the actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.
- 4) **Defining "Cost of the Work":** The term "Cost of the Work" (also "Cost of Work") means the sum of all costs necessarily incurred and paid by the contractor in the proper performance of the work. Except as otherwise may be agreed to in writing by owner, such costs shall be in amounts no higher than those prevailing in the locality of the project shall include only the following items and shall not include any of the costs itemized herein in **Article 11**, paragraph 5:
- a) payroll costs for employees in the direct employ of contractor in the performance of the work under schedules of job classifications agreed upon by owner and contractor. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited, to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday, or legal holidays shall be included in the above to the extent authorized by owner.
 - b) cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to contractor unless owner deposits funds with contractor with which to make payments, in which case the cash discounts shall accrue to owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to owner, and contractor shall make provisions so that they may be obtained.
 - c) payments made by contractor to the subcontractors for work performed by subcontractors. If required by owner, contractor shall obtain competitive bids from subcontractors acceptable to him and shall deliver such bids to owner who will then determine with the advice of engineer which bids will be accepted. If a subcontract provides that the subcontractor is to be paid on the basis of "Cost of Work" plus a fee, the cost of the work shall be determined in accordance with herein **Article 11**, paragraphs 4 and 5. All subcontracts shall be subject to the other provisions of the contract documents insofar as applicable.
 - d) costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers, and accountants) employed for services specifically related to the work.
 - e) supplemental costs including the following:

- i) the proportion of necessary transportation, traveling, and subsistence expenses of contractor's employees incurred in discharge of duties connected with the work.
- ii) cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the site and hand tools not owned by the workmen that are consumed in the performance of the work, and cost less market value of such items used but not consumed, which remain the property of contractor.
- iii) rentals of all construction equipment and machinery and the parts thereof whether rented from contractor or others in accordance with rental agreements approved by owner with the advise of engineer, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the work.
- iv) sales, use, or similar taxes related to the work and for which contractor is liable, imposed by any governmental authority.
- v) deposits lost for causes other than contractor's negligence, royalty payments, and fees and licenses. Costs for permits and licenses must be shown as a separate item.
- vi) losses, damages, and expenses, not compensated by insurance or otherwise, sustained by contractor in connection with the execution of, and to, the work, provided they have resulted from causes other than the negligence of contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of owner. No such losses, damages, and expenses shall be included in the cost of the work for the purpose of determining contractor's fee. If, however, any such loss or damage requires reconstruction and contractor is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated herein in **Article 11**, paragraph 6(b).
- vii) the cost of utilities, fuel, and sanitary facilities at the site.
- viii) minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage, and similar petty cash items in connection with the work.
- ix) cost of premiums for additional bonds and insurance required because of changes in the work.

5) Limitations Regarding "Cost of Work": The term "Cost of Work" shall not include any of the following:

- a) payroll costs and other compensation of contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by contractor, whether at the site, or in his principal, or a branch office for general administrator of the work and not specifically included in the schedule referred to herein in **Article 11**, subparagraph 4(a) - all of which are to be considered administrative costs covered by the contractor's fee.
- b) expenses of contractor's principal and branch offices other than his office at the site.
- c) any part of contractor's capital expenses, including interest on contractor's capital employed for the work and charges against contractor for delinquent payments.

- d) cost of premiums for all bonds and for all insurance policies whether or not contractor is required by the contract documents to purchase and maintain the same (except as otherwise provided herein in **Article 11**, subparagraph 4(e)ix.)
 - e) costs due to the negligence of contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to the correction of defective work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - f) other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included herein in **Article 11**, paragraph 4.
- 6) **Determining Contractor's Fee:** The contractor's fee, which shall be allowed to contractor for his overhead and profit, shall be determined as follows:
- a) a mutually acceptable firm, fixed price; or if none can be agreed upon,
 - b) a mutually acceptable fixed fee based on the estimate of the various portions of the "Cost of Work."
- 7) **Credits from Contractor to Owner:** The amount of credit to be allowed by contractor to owner for any such change that results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one charge, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.
- 8) **Itemizing Cost:** Whenever the cost of any work is to be determined pursuant to herein **Article 11**, paragraphs 4 and 5, contractor will submit in form prescribed by engineer an itemized cost breakdown together with supporting data.
- 9) **Allowances:** It is understood that the contractor has included in the contract price all allowances so named in the contract documents and shall cause the work so covered to be done by such material-men, suppliers, or subcontractors and for such sums within the limit of the allowances as the engineer may approve. Upon final payment, the contract price shall be adjusted as required and an appropriate change order issued. The contractor agrees that the original contract price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.
- a) These allowances shall cover the cost of the contractor less any applicable trade discount of the materials and equipment required by the allowance delivered at the site and all applicable taxes.
 - b) The contractor's costs for unloading and handling on the site: labor, installation costs, overhead, profit, and other expenses contemplated for the original allowance shall be included in the contract price and not in the allowance.
 - c) Whenever the cost as described in above listed **Article 11**, paragraph 9(a) is more or less than the allowance, the contract price shall be adjusted accordingly by change order. The amount of the change order will recognize changes, if any, in handling costs on the site: labor, installation costs, overhead, profit, and other expenses except that whenever unit price allowances are stipulated for brick, the change order will not include any cost as described in above listed **Article 11**, paragraph 5.

ARTICLE 12

CHANGE OF CONTRACT TIME

- 1) **Contract Time Change Order:** The contract time may only be changed by a change order. Any claim for an extension in the contract time shall be based on written notice delivered to owner and engineer within ten (10) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless engineer allows an additional period of time to ascertain more accurate data. All claims for adjustment in the contract time shall be determined by engineer if owner and contractor cannot otherwise agree. Any change in the contract time resulting from any such claim shall be incorporated in a change order.
- 2) **Extended Contract Time Requirements:** The contract time will be extended in an amount equal to time lost due to delays beyond the control of contractor if he makes a claim therefore as provided herein in **Article 12**, paragraph 1. Such delays shall include, but not be restricted to acts or neglect by any separate contractor employed by owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.
- 3) **Binding Time Limits:** All time limits stated in the contract documents are of the essence of the agreement. The provisions of this herein **Article 12** shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.
- 4) **Claims Due to Drawing(s) Delays:** No claim for delay shall be allowed because of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.
- 5) **Other Damage Recovery Rights:** This **Article 12** does not exclude the recovery of damages for delay by either party under other provisions in the contract documents.

ARTICLE 13

GUARANTY

Contractor's Guaranty Requirements: The contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of substantial completion. The contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The owner will give notice of observed defects with reasonable promptness. In the event that the contractor should fail to make such repairs, adjustments, or the work that may be made necessary by such defects, the owner may do so and charge the contractor the cost thereby incurred. The performance bond shall remain in full force and effect through the guarantee period.

ARTICLE 14

PAYMENTS AND COMPLETION

- 1) **Payments to Contractor:** At least ten (10) days before each progress payment falls due (but not more often than once a month), the contractor will submit to the engineer a partial payment estimate filled out and signed by the contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the engineer may reasonably require. If a payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the owner. The engineer will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the owner, or return the partial payment estimate to the contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the contractor may make the necessary corrections and resubmit the partial payment estimate. The owner will, within ten (60) days of presentation to him of an approved partial payment estimate, pay the contractor a progress payment on the basis of the approved partial payment estimate. The owner shall retain a portion of the amount otherwise due the contractor in accordance with Section 31-5-33 of the Mississippi Code.
- 2) **Contractor's Warranty of Title:** The contractor warrants and guarantees that title to all work, materials, and equipment covered by an "Application for Payment," whether incorporated in the project or not, will have passed to the owner prior to the making of the "Application for Payment" free and clear of all liens, claims, security, interests and encumbrances (hereafter in these general conditions referred to as "Liens") and that no work, materials, or equipment covered by an "Application for Payment" will have been acquired by the contractor or by any other person performing the work at the site or furnishing materials and equipment for the project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the contractor or such other person.
- 3) **Approval of Payments:** The engineer's approval of any payment requested in an "Application for Payment" shall constitute a representation by him to the owner based on the engineer's on-site observations of the work in progress as an experienced and qualified design professional and on his review of the "Application for Payment" and the supporting data that the work has progressed to the point indicated; that, to the best of his knowledge, information, and belief, the quality of the work is in accordance with the contract documents (subject to an evaluation of the work is a functioning project upon substantial completion, to the results of any subsequent tests called for in the contract documents and any qualifications stated in his approval); and that the contractor is entitled to payment of the amount approved. However, by approving any such payment the engineer shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the work; or that he has reviewed the means, methods, techniques, sequences, and procedures of construction; or that he has made any examination to ascertain how or for what purpose the contractor has used the moneys paid or to be paid to him on account of the contract price; or that title to any work, materials, or equipment has passed to the owner free and clear of any liens.
- 4) **Contractor's Certification Statement:** The contractor shall make the following certification on each request for payment: "I hereby certify that the labor and materials listed on this request for payment have been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location, and payment received from the last request for payment has been used to make payments to all first tier subcontractors and suppliers except as listed below."

- 5) **Engineer's Final Payment Approval:** The engineer's approval of final payment shall constitute an additional representation by him to the owner that the conditions precedent to the contractor's being entitled to final payment as set forth herein in **Article 14**, paragraph 11 have been fulfilled.
- 6) **Engineer's Right to Refuse Payment Approval:** The engineer may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the owner as above listed in **Article 14**, paragraph 5. He may also refuse to approve any such payment, or because of subsequently discovered evidence or the results of subsequent inspection or tests, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the owner from loss because:
- a) the work is defective, or completed work has been damaged requiring connection or replacement;
 - b) the work for which payment is requested cannot be verified;
 - c) claims or liens have been filed, or there is reasonable evidence indicating the probable filing thereof;
 - d) the contract price has been reduced because of modifications;
 - e) the owner has been required to correct defective work or complete the work in accordance herein with **Article 13**, paragraph 1;
 - f) of unsatisfactory prosecution of the work, including failure to clean up as required by herein **Article 6**, paragraphs 28, 29 and 30;
 - g) of persistent failure to cooperate with other contractors on the project and persistent failure to carry out the work in accordance with the contract documents;
 - h) of liquidated damages payable by the contractor; or
 - i) of any other violation of or failure to comply with the provisions of the contract documents.
- 7) **Owner's Use of Completed or Partially Completed Work:** Prior to substantial completion, the owner, with the approval of the engineer and with the concurrence of the contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.
- 8) **Owner's Right to Entry:** The owner shall have the right to enter the premises for the purpose of doing work not covered by the contract documents. This provision shall not be construed as relieving the contractor of the sole responsibility for the care and protection of the work or the restoration of any damaged work except such as may be caused by agents or employees of the owner.
- 9) **Engineer's Certificate:** Upon completion and acceptance of the work the engineer shall issue a certificate attached to the final payment request that the work has been accepted by him under the conditions of the contract documents. The entire balance found to be due the contractor including the retained percentages, but except such sums as may be lawfully retained by the owner, shall be paid to the contractor within sixty (60) days of completion and acceptance of the work.
- 10) **Contractor's Indemnification Requirements to Owner:** The contractor will indemnify and save the owner or the owner's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material-men, and furnishes of machinery and

parts thereof, equipment, tools, and all supplies incurred in the furtherance of the performance of the work. The contractor shall, at the owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the contractor fails to do so, the owner may, after having notified the contractor, either pay unpaid bills or withhold from the contractor's pay from the contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the contractor shall be resumed in accordance with the terms of the contract documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the owner to either the contractor, his surety, or any third party. In paying any unpaid bills of the contractor, any payment so made by the owner shall be considered as a payment made under the contract documents by the owner to the contractor and the owner shall not be liable to the contractor for any such payments made in good faith.

- 11) **Acceptance of Final Payment as Release:** The acceptance by the contractor of final payments shall be and operate as a release to the owner of all claims and all liability to the contractor other than claims in stated amounts as may be specifically excepted by the contractor for all things done or furnished in connection with his work and for every fact and neglect of the owner and others relating to or arising out of his work. Any payment, however, final or otherwise, shall not release the contractor or his sureties from any obligations under the contract documents or the performance bond and payment bonds.

ARTICLE 15

SUSPENSION OF WORK AND TERMINATION

- 1) **Owner May Suspend Work:** The owner may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the contractor and the engineer, which shall fix the date on which work shall be resumed. The contractor will resume the work on the date so fixed. The contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension if he makes claim therefore as provided herein in **Articles 11 and 12**.
- 2) **Work During Inclement Weather:** No work shall be done under these specifications except by permission of the owner when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the contractor, upon the direction of the owner, shall suspend all work until instructed to resume operations by the owner and the contract time shall be extended to cover the duration of the order. Work damaged during the periods of suspension due to inclement weather shall be repaired and/or replaced by the contractor. Any compensation for repairs or replacements shall be subject to approval of the owner.
- 3) **Owner May Terminate:** If the contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workman or suitable materials or equipment, or if he repeatedly fails to make prompt payments to subcontractors or for labor, materials, and/or equipment, or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the engineer, or if he otherwise violates any provision of the contract documents, then the owner may, without prejudice to any other right or remedy and after giving the contractor and his surety seven (7) days written notice, terminate the services of the contractor and take possession of the project and of all materials, equipment, tools, construction equipment, and machinery thereon owned by

the contractor and finish the work by whatever method he may deem expedient. In such case the contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the contractor. If such costs exceed such unpaid balance, the contractor or the surety will pay the difference to the owner. Such costs incurred by the owner will be determined by the engineer and incorporated in a change order.

- 4) **Rights of Owner against Terminated Contractor:** Where the contractor's services have been so terminated by the owner, said terminations shall not affect any rights of the owner against the contractor then existing or which may thereafter accrue. Any retention or payment of moneys by the owner due the contractor will not release the contractor from liability.
- 5) **Owner's Right to Abandon Project:** Upon seven (7) days written notice to the contractor and the engineer, the owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the agreement. In such case, the contractor shall be paid for all work executed and any expenses sustained plus a reasonable profit.
- 6) **Removal of Equipment:** In the case of termination of this contract before completion for any cause whatever, the contractor, if notified to do so by the owner, shall promptly remove any part or all of his equipment and supplies from the property of the owner. Should the contractor not remove such equipment and supplies, the owner shall have the right to remove them at the expense of the contractor. Equipment and supplies shall not be construed to include such items for which the contractor has been paid in whole or in part.
- 7) **Contractor May Stop Work or Terminate:** If, through no act or fault of the contractor, the work is suspended for a period of more than ninety (90) days by the owner, or under an order of court or other public authority, or the engineer fails to act on any "Application for Payment" within sixty (60) days after it is submitted, or the owner fails to pay the contractor any sum approved by the engineer or awarded by arbitrators within sixty (60) days of its approval and presentation, then the contractor may, upon seven (7) days written notice to the owner and the engineer, terminate the agreement and recover from the owner payment for all work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the agreement, if the engineer has failed to act on an "Application for Payment" or the owner has failed to make any payment as aforesaid, the contractor may upon seven (7) days notice to the owner and the engineer stop the work until he has been paid all amounts then due.
- 8) **Owner Furnished Equipment:** In case the owner furnishes equipment to the contractor to install but fails to deliver it to the contractor as required by supplementary or special conditions, and in case such failure causes the contractor additional expense or need for extension of time, the contractor may make such claims upon the owner and obtain adjustments as provided herein.
- 9) **Liquidated Damages:** If the contractor shall fail to complete the work within the contract time or extension of time granted by the owner, then the contractor will pay to the owner the amount for liquidated damages as shown on his bid for each calendar day that the contractor shall be in default after the time stipulated in the contract documents.

ARTICLE 16

ARBITRATION

- 1) **16.1 Arbitration Standards and Rules:** All claims, disputes and other matters in question arising out of, or related to, this agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided herein by **Article 14**, paragraph 11, shall be decided by arbitration, if all parties mutually agree, in accordance with the "Construction Industry Arbitration Rules of the American Arbitration Association" then obtaining, or in a court of competent jurisdiction. This agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof. The arbitration decision must present findings of fact, conclusions of law, basis of award, and rationale.
- 2) **Notice of Arbitration Requirements:** Notice of the request for arbitration shall be filed in writing with the other party to the agreement and with the American Arbitration Association, if both parties mutually agree to arbitration, and a copy shall be filed with the engineer. The request for arbitration shall be made within the thirty (30) day period specified herein in **Article 9**, paragraph 11 where applicable, and in all other cases within a reasonable time after the claim, dispute, or other matter in question has arisen and in no event shall it be made after institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.
- 3) **Arbitration Affects on Work:** The contractor will carry on the work and maintain the progress schedule during any arbitration proceedings unless otherwise agreed by him and the owner in writing.

ARTICLE 17

MISCELLANEOUS

- 1) **Recognized Delivery of Notice(s):** Whenever any provision of the contract documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended or if delivered at or sent by registered or certified mail, postage prepaid to the last business address known to him who gives the notice.
- 2) **Owner's Failure to Pay Contractor:** If the owner fails to make payment sixty (60) days after approval by the engineer, in addition to other remedies available to the contractor, there shall be added to each such progress payment, interest at one percent (1%) per month commencing on the first day after said payment is due and continuing until the payment is received by the contractor.
- 3) **Engineer's Property:** All specifications, drawings, and copies thereof furnished by the engineer shall remain the engineer's property. They shall not be used on another project, and, with the exception of those sets which have been signed in connection with the execution of the agreement, shall be returned to him on request upon completion of the project.
- 4) **Non-Limiting Rights and Remedies by Herein Identified Documents:** The duties and obligations imposed by these general conditions, special conditions, and supplemental general conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees, and obligations imposed upon contractor and those in the special

conditions and the rights and remedies available to owner and engineer there under shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to them which are otherwise imposed or available by law, by special guarantee, or be other provisions of the contract documents.

- 5) **Notice of Injury or Damage Claim** Should the owner or the contractor suffer injury or damage to his/its person or property because of any error, omission or act of the other or of any of his/its employees or agents or others for whose acts he/it is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.
- 6) **Laws that Supersede Contract Documents:** The contract documents shall be governed by the law of the place (location) of the project.
- 7) **Practicable Schedule:** The contractor shall within five (5) days or within such time as determined by the owner after date of commencement of work prepare and submit to the owner for approval a practicable schedule showing the order in which the contractor proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment), and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate approximately the percentage of work scheduled for completion at any time. The contractor shall enter on the chart the actual progress at such intervals as directed by the owner and shall immediately deliver to the owner three (3) copies thereof. If the contractor fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the contractor submits the required progress schedule.
- 8) **Falling behind the Progress Schedule:** If, in the opinion of the owner, the contractor falls behind the progress schedule, the contractor shall take such steps as may be necessary to improve his progress and the owner may require him to increase the number of shifts or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the owner.
- 9) **Failure of Contractor to Comply with Owner Requirements:** Failure of the contractor to comply with the requirements of the owner under this provision shall be grounds for determination by the owner that the contractor is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination, the owner may terminate the contractor's right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay – Time Extensions."
- 10) **Failure to Complete the Work on Time:** Should the contractor fail to complete the work within the specified time or within any extra time allowed under these specifications, a sum of money determined by the following schedule shall be deducted from any funds due the contractor. The owner shall have the right to recover the said sum or sums from the contractor or from the surety or from both. The amounts of these deductions are to cover the liquidated damages to the owner incurred by additional or other expenses due to the failure of the contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties as stated in the Contract Documents.
- 11) **Liquidated Damages:** The damages indicated in the contract documents shall be considered as liquidated damages for the loss to the owner on account of the expense due to the employment of engineers and their assistants and to any others expenses incurred after the expiration of the contract time as determined by the engineer.

- 12) **Laws that Supersede Contract Documents** The contract documents shall be governed by the law of the place (location) of the project.

ECONOMIC DEVELOPMENT ADMINISTRATION

EDA REQUIRED SPECIFICATION DOCUMENTS

**NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246 AND 41 CFR PART 60-4)**

The following Notice shall be included in, and shall be a part of all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000.

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation for each trade
	<u>32.0%</u>	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60- 4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is:

State of	<u>Mississippi</u>
County of	<u>Forrest</u>
City of	<u>Hattiesburg</u>

DAVIS-BACON WAGE RATES

"General Decision Number: MS20200131 01/03/2020

Superseded General Decision Number: MS20190131

State: Mississippi

Construction Type: Highway

County: Forrest County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/03/2020

* ELEC0903-006 12/01/2019

	Rates	Fringes
ELECTRICIAN.....	\$ 27.45	9.5%+5.52

SUMS2010-054 08/04/2014		

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 12.00	0.00

CEMENT MASON/CONCRETE FINISHER...\$ 11.54 1.63

HIGHWAY/PARKING LOT STRIPING:

Truck Driver (Line Striping
Truck).....\$ 14.55 0.00

INSTALLER - SIGN.....\$ 12.19 0.00

INSTALLER: Guardrail.....\$ 12.39 0.00

IRONWORKER, REINFORCING.....\$ 16.44 0.00

LABORER: Common or General,
Including Asphalt Raking,
Shoveling, Spreading.....\$ 10.34 0.00

LABORER: Flagger.....\$ 11.42 0.00

LABORER: Grade Checker.....\$ 14.82 0.00

LABORER: Luteman.....\$ 12.88 0.00

LABORER: Mason Tender -
Cement/Concrete.....\$ 10.57 0.00

LABORER: Pipelayer.....\$ 14.50 0.00

LABORER: Laborer-Cones/
Barricades/Barrels -
Setter/Mover/Sweeper.....\$ 12.17 0.00

OPERATOR: Asphalt Spreader.....\$ 14.71 0.00

OPERATOR:
Backhoe/Excavator/Trackhoe.....\$ 14.20 0.00

OPERATOR: Bobcat/Skid
Steer/Skid Loader.....\$ 11.86 0.00

OPERATOR: Broom/Sweeper.....\$ 10.94 0.00

OPERATOR: Bulldozer.....\$ 13.99 0.00

OPERATOR: Concrete Saw.....\$ 13.93 0.00

OPERATOR: Crane.....\$ 14.80 0.00

OPERATOR: Distributor.....\$ 11.46 0.00

OPERATOR: Grader/Blade.....\$ 16.09 0.00

OPERATOR: Loader.....\$ 13.99 0.00

OPERATOR: Mechanic.....\$ 13.00 0.00

OPERATOR: Milling Machine.....\$ 16.96 0.00

OPERATOR: Oiler.....	\$ 12.22	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 11.56	0.00
OPERATOR: Roller (All Types)....	\$ 12.17	0.00
OPERATOR: Scraper.....	\$ 14.00	0.00
OPERATOR: Tractor.....	\$ 12.00	0.00
SURVEYOR (Staking, Marking and Brush Clearing).....	\$ 11.56	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.72	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 14.18	0.00
TRUCK DRIVER: Mechanic.....	\$ 12.31	0.00
TRUCK DRIVER: Water Truck.....	\$ 17.08	0.00
TRUCK DRIVER: Dump Truck (All Types).....	\$ 11.58	0.00
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 14.36	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**CERTIFICATION REGARDING LOBBYING
LOWER TIER COVERED TRANSACTIONS**

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

CONTRACT CLAUSE NEW RESTRICTIONS ON LOBBYING

This contract, subcontract, or subgrant is subject to Section 319 of Public Law 101-121, which added section 1352, regarding lobbying restrictions, to Chapter 13 of Title 31 of the United States Code. The new section is explained in the common rule, 15 CFR Part 28 (55 FR 6736-6748, 2/26/90). Each bidder/applicant/recipient of this contract subcontract, or subgrant and subrecipients are generally prohibited from using Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this Award.

Contract Clause Threshold

This Contract Clause regarding lobbying must be included in each application for a subgrant and in each bid for a contract or subcontract exceeding \$100,000 of Federal funds at any tier under the Federal Award.

Certification and Disclosure

Each applicant/recipient of a subgrant and each bidder/applicant/ recipient of a contract or subcontract exceeding \$100,000 of Federal funds at any tier under the Federal Award must file a "Certification Regarding Lobbying" and, if applicable, Standard Form LLL, "Disclosure of Lobbying Activities," regarding the use of any nonfederal funds for lobbying. Certifications shall be retained by the next higher tier. All disclosure forms, however, shall be forwarded from tier to tier until received by the Recipient of the Federal Award (grant), who shall forward all disclosure forms to the Federal agency.

Continuing Disclosure Requirement

Each subgrantee, contractor, or subcontractor that is subject to the Certification and Disclosure provision of this Contract Clause is required to file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person. Disclosure forms shall be forwarded from tier to tier until received by the Recipient of the Federal Award (grant) who shall forward all disclosure forms to the Federal agency.

Indian Tribes, Tribal Organizations, or Other Indian Organizations

Indian tribes, tribal organizations, or any other Indian organizations, including the Alaskan Native organizations, are excluded from the above lobbying restrictions and reporting requirements, but only with respect to expenditures that are by such tribes or organizations for lobbying activities permitted by other Federal law. An Indian tribe or organization that is seeking an exclusion from Certification and Disclosure requirements must provide (preferably in an attorney's opinion) EDA with the citation of the provision or provisions of Federal law upon which it relies to conduct lobbying activities that would otherwise be subject to the prohibitions in and to the Certification and Disclosure requirements of Section 319 of Public Law No. 101-121. Note, also, that a non-Indian subgrantee, contractor, or subcontractor under an award (grant) to an Indian tribe, for example, is subject to the restrictions and reporting requirements.

U. S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION



EDA CONTRACTING PROVISIONS FOR CONSTRUCTION PROJECTS

These EDA Contracting Provisions for Construction Projects (EDA Contracting Provisions) are intended for use by recipients receiving federal assistance from the U. S. Department of Commerce - Economic Development Administration (EDA). They contain provisions specific to EDA and other federal provisions not normally found in non-federal contract documents. The requirements contained herein must be incorporated into all construction contracts and subcontracts funded wholly or in part with federal assistance from EDA.

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1. **DEFINITIONS**

Agreement – The written instrument that is evidence of the agreement between the Owner and the Contractor overseeing the Work.

Architect/Engineer - The person or other entity engaged by the Recipient to perform architectural, engineering, design, and other services related to the work as provided for in the contract.

Contract – The entire and integrated written agreement between the Owner and the Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

Contract Documents – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents.

Contractor – The individual or entity with whom the Owner has entered into the Agreement.

Drawings or Plans – That part of the Contract Documents prepared or approved by the Architect/Engineer that graphically shows the scope, extent, and character of the Work to be performed by the Contractor.

EDA - The United States of America acting through the Economic Development Administration of the U.S. Department of Commerce or any other person designated to act on its behalf. EDA has agreed to provide financial assistance to the Owner, which includes assistance in financing the Work to be performed under this Contract. Notwithstanding EDA's role, nothing in this Contract shall be construed to create any contractual relationship between the Contractor and EDA.

Owner – The individual or entity with whom the Contractor has entered into the Agreement and for whom the Work is to be performed.

Project – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

Recipient – A non-Federal entity receiving a Federal financial assistance award directly from EDA to carry out an activity under an EDA program, including any EDA-approved successor to the entity.

Specifications – That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

Subcontractor – An individual or entity having direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

Work – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

2. **APPLICABILITY**

The Project to which the construction work covered by this Contract pertains is being assisted by the United States of America through federal assistance provided by the U.S. Department of Commerce - Economic Development Administration (EDA). Neither EDA, nor any of its departments, entities, or employees is a party to this Contract. The following EDA Contracting Provisions are included in this Contract and all subcontracts or related instruments pursuant to the provisions applicable to such federal assistance from EDA.

3. **FEDERALLY REQUIRED CONTRACT PROVISIONS**

- (a) All contracts in excess of the simplified acquisition threshold - currently fixed at \$150,000 (*see* 41 U.S.C. §§ 134 and 1908) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- (b) All contracts in excess of \$10,000 must address termination for cause and for convenience by the Recipient including the manner by which it will be effected and the basis for settlement.
- (c) All construction contracts awarded in excess of \$10,000 by recipients of federal assistance and their contractors or subcontractors shall contain a provision requiring compliance with Executive Order 11246 of September 24, 1965, *Equal Employment Opportunity*, as amended by Executive Order 11375 of October 13, 1967, and Department of Labor implementing regulations at 41 C.F.R. part 60.
- (d) All prime construction contracts in excess of \$2,000 awarded by Recipients must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) as supplemented by Department of Labor regulations at 29 C.F.R. part 5. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) as supplemented by Department of Labor regulations at 29 C.F.R. part 3.
- (e) All contracts awarded by the Recipient in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704 (the Contract Work Hours and Safety Standards Act) as supplemented by Department of Labor regulations at 29 C.F.R. part 5.
- (f) All contracts must include EDA requirements and regulations that involve a requirement on the contractor or sub-contractor to report information to EDA, the Recipient or any other federal agency.

- (g) All contracts must include EDA requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (h) All contracts must include EDA requirements and regulations pertaining to copyrights and rights in data.
- (i) All contracts and subgrants in excess of \$150,000 must contain a provision that requires compliance with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401 *et seq.*) and the Federal Water Pollution Control Act (Clean Water Act) (33 U.S.C. § 1251 *et seq.*), and Executive Order 11738, *Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants, or Loans*.
- (j) Contracts must contain mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).
- (k) Contracts must contain a provision ensuring that contracts are not to be made to parties on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180.
- (l) Contracts must contain a provision ensure compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) under which contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (m) If the Recipient is a state agency or agency of a political subdivision of a state, any contract awarded must contain a provision ensuring compliance with section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act related to the procurement of recovered materials.

4. REQUIRED PROVISIONS DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion of correction.

5. INSPECTION BY EDA REPRESENTATIVES

The authorized representatives and agents of EDA shall be permitted to inspect all work, materials, payrolls, personnel records, invoices of materials, and other relevant data and records.

6. EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

(a) The Owner, EDA, or the Comptroller General of the United States, or any of their duly authorized representatives shall, generally until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders that do not exceed \$10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Owner, EDA, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

7. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in a form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor also shall furnish the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only to determine the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

8. CONTRACTOR'S TITLE TO MATERIAL

No materials, supplies, or equipment for the work shall be purchased by the Contractor or by any subcontractor that is subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants and guarantees that he/she has good title to all work, materials, and equipment used by him/her in the Work, free and clear of all liens, claims, or encumbrances.

9. INSPECTION AND TESTING OF MATERIALS

All materials and equipment used in the completion of the Work shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. Materials of construction, particularly those upon which the strength and durability of any structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for intended uses.

10. "OR EQUAL" CLAUSE

Whenever a material, article, or piece of equipment is identified in the Contract Documents by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard. Any material, article, or equipment of other manufacturers and vendors that will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Architect/Engineer, of equal substance and function. However, such substitution material, article, or equipment shall not be purchased or installed by the Contractor without the Architect/Engineer's written approval.

11. PATENT FEES AND ROYALTIES

(a) Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Architect/Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.

(b) To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner and the Architect/Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

12. CLAIMS FOR EXTRA COSTS

No claims for extra work or cost shall be allowed unless the same was done in pursuance of a written order from the Architect/Engineer approved by the Owner.

13. **CONTRACTORS AND SUBCONTRACTORS INSURANCE**

(a) The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance reasonably required by the Owner, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until the insurance required of the subcontractor has been so obtained and approved.

(b) Types of insurance normally required are:

- (1) Workers' Compensation
- (2) Contractor's Public Liability and Property Damage
- (3) Contractor's Vehicle Liability
- (4) Subcontractors' Public Liability, Property Damage and Vehicle Liability
- (5) Builder's Risk (Fire and Extended Coverage)

(c) **Scope of Insurance and Special Hazards:** The insurance obtained, which is described above, shall provide adequate protection for the Contractor and his/her subcontractors, respectively, against damage claims that may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him/her and also against any of the special hazards that may be encountered in the performance of this Contract.

(d) **Proof of Carriage of Insurance:** The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of applicable insurance policies.

14. **CONTRACT SECURITY BONDS**

(a) If the amount of this Contract exceeds \$150,000, the Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the Contract price as security for the faithful performance of this Contract and also a payment bond in an amount equal to one hundred percent (100%) of the Contract price or in a penal sum not less than that prescribed by State, Territorial, or local law, as security for the payment of all persons performing labor on the Work under this Contract and furnishing materials in connection with this Contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law. Before final acceptance, each bond must be approved by EDA. If the amount of this Contract does not exceed \$150,000, the Owner shall specify the amount of the payment and performance bonds.

(b) All bonds shall be in the form prescribed by the Contract Documents except as otherwise provided in applicable laws or regulations, and shall be executed by such sureties as are named in the current list of *Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies* as published in Treasury Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the

Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act. Surety companies executing the bonds must also be authorized to transact business in the state where the Work is located.

15. LABOR STANDARDS - DAVIS-BACON AND RELATED ACTS
(as required by section 602 of PWEDA)

(a) Minimum Wages

(1) All laborers and mechanics employed or working upon the site of the Work in the construction or development of the Project will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act at 29 C.F.R. part 3, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor, which is attached hereto and made a part hereof, regardless of any contractual relationship that may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R.

§ 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates determined under 29 C.F.R. § 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics to be employed under the Contract, but not listed in the wage determination, shall be classified in conformance with the wage determination. EDA shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (A) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (B) The classification is utilized in the area by the construction industry; and
- (C) The proposed wage rate, including any bona fide fringe benefits, bears a

reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and EDA or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by EDA or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and EDA or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), EDA or its designee shall refer the questions, including the views of all interested parties and the recommendation of EDA or its designee, to the Administrator for determination.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(2)(ii) or (iii) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) Withholding

EDA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper employed or working on the site of the Work in the construction or development of the Project, all or part of the wages required by the Contract, EDA or its designee may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the

suspension of any further payment, advance, or guarantee of funds until such violations have ceased. EDA or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(c) Payrolls and basic records

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work in the construction or development of the Project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R.

§ 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, the plan or program is financially responsible, and the plan or program has been communicated in writing to the laborers or mechanics affected, and provide records that show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (i) For each week in which Contract work is performed, the Contractor shall submit a copy of all payrolls to the Owner for transmission to EDA or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose. It may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402; or downloaded from the U.S. Department of Labor's website at <https://www.dol.gov/whd/forms/wh347.pdf>. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under 29 C.F.R. § 5.5(a)(3)(i) and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 C.F.R. part 3; and

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 15(c)(2)(ii) of this section.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 3729 of Title 31 of the U.S. Code.

(3) The Contractor or subcontractor shall make the records required under paragraph 15(c)(1) of this section available for inspection, copying, or transcription by authorized representatives of EDA or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, EDA or its designee may, after written notice to the Contractor or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. § 5.12.

(d) **Apprentices and Trainees.**

(1) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training (Bureau), or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage

determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a Project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) **Trainees.** Except as provided in 29 C.F.R. § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program that has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity

requirements of Executive Order 11246, *Equal Employment Opportunity*, as amended, and 29 C.F.R. part 30.

(e) **Compliance with Copeland Anti-Kickback Act Requirements.** The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) as supplemented by Department of Labor regulations (29 C.F.R. part 3, “Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States”). The Act provides that the Contractor and any subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled. The Owner shall report all suspected or reported violations to EDA.

(f) **Subcontracts.** The Contractor and any subcontractors will insert in any subcontracts the clauses contained in 29 C.F.R. §§ 5.5(a)(1) through (10) and such other clauses as EDA or its designee may require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. § 5.5.

(g) **Contract termination; debarment.** The breach of the contract clauses in 29 C.F.R. § 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 C.F.R. § 5.12.

(h) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this contract.

(i) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and EDA or its designee, the U.S. Department of Labor, or the employees or their representatives.

(j) **Certification of Eligibility.**

(1) By entering into this Contract, the Contractor certifies that neither it nor any person or firm that has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

(2) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

16. **LABOR STANDARDS - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which that person is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) **Violation; liability for unpaid wages, liquidated damages.** In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) **Withholding for unpaid wages and liquidated damages.** EDA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such Contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

(d) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (c) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (c) of this section.

17. **EQUAL EMPLOYMENT OPPORTUNITY**

(a) The Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. chapter 60, which is paid for in whole or in part with funds obtained from EDA, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by EDA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph 17(a)(1) and the provisions of paragraphs 17(a)(1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as EDA or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by EDA or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(9) The Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally-assisted construction work. Provided, however, that if the Recipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government that does not participate in work on or under the Contract.

(10) The Recipient agrees that it will assist and cooperate actively with EDA and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish EDA and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist EDA in the discharge of the EDA's primary responsibility for securing compliance.

(11) The Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by EDA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Recipient agrees that if it fails or refuses to comply with these undertakings, EDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this EDA financial assistance; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case

to the Department of Justice for appropriate legal proceedings.

(b) Exemptions to Above Equal Opportunity Clause (41 C.F.R. chapter 60):

(1) Contracts and subcontracts not exceeding \$10,000 (other than Government bills of lading, and other than contracts and subcontracts with depositories of Federal funds in any amount and with financial institutions which are issuing and paying agents for U.S. savings bonds and savings notes) are exempt. The amount of the Contract, rather than the amount of the federal financial assistance, shall govern in determining the applicability of this exemption.

(2) Except in the case of subcontractors for the performance of construction work at the site of construction, the clause shall not be required to be inserted in subcontracts below the second tier.

(3) Contracts and subcontracts not exceeding \$10,000 for standard commercial supplies or raw materials are exempt.

18. CONTRACTING WITH SMALL, MINORITY AND WOMEN'S BUSINESSES

(a) If the Contractor intends to let any subcontracts for a portion of the work, the Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services.

(b) Affirmative steps shall consist of:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

(4) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises;

(5) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies;

(6) Requiring each party to a subcontract to take the affirmative steps of this section; and

(7) The Contractor is encouraged to procure goods and services from labor surplus area firms.

19. HEALTH, SAFETY, AND ACCIDENT PREVENTION

(a) In performing this contract, the Contractor shall:

- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
- (2) Protect the lives, health, and safety of other persons;
- (3) Prevent damage to property, materials, supplies, and equipment; and
- (4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 C.F.R. part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 – 3708); and
- (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this Contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 C.F.R. part 1904.

(d) The Owner shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the Work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Owner may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as EDA, or the Secretary of Labor shall direct as a means of enforcing such provisions.

20. CONFLICT OF INTEREST AND OTHER PROHIBITED INTERESTS

(a) No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part hereof.

(b) No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

(c) The Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the Contract Documents has a corporate or financial affiliation with the supplier or manufacturer.

(d) The Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, may be involved. Such a conflict may arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in the Contractor. The Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from the Contractor or subcontractors.

(e) If the Owner finds after a notice and hearing that the Contractor, or any of the Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of the Owner or EDA in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, the Owner may, by written notice to the Contractor, terminate this Contract. The Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which the Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.

(f) In the event this Contract is terminated as provided in paragraph (e) of this section, the Owner may pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Contract by the Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, the Owner may pursue exemplary damages in an amount (as determined by the Owner) which shall not be less than three nor more than ten times the costs the Contractor incurs in providing any such gratuities to any such officer or employee.

21. RESTRICTIONS ON LOBBYING

(a) This Contract, or subcontract is subject to 31 U.S.C. § 1352, regarding lobbying restrictions. The section is explained in the common rule, 15 C.F.R. part 28 (55 FR 6736-6748, February 26, 1990). Each bidder under this Contract or subcontract is generally prohibited from using federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this EDA Award.

(b) **Contract Clause Threshold:** This Contract Clause regarding lobbying must be included in each bid for a contract or subcontract exceeding \$100,000 of federal funds at any tier under the EDA Award.

(c) **Certification and Disclosure:** Each bidder of a contract or subcontract exceeding \$100,000 of federal funds at any tier under the federal Award must file Form CD-512, *Certification Regarding Lobbying – Lower Tier Covered Transactions*, and, if applicable, Standard Form-LLL, *Disclosure of Lobbying Activities*, regarding the use of any nonfederal funds for lobbying. Certifications shall be retained by the Contractor or subcontractor at the next higher tier. All disclosure forms, however, shall be forwarded from tier to tier until received by the Recipient of the EDA Award, who shall forward all disclosure forms to EDA.

(d) **Continuing Disclosure Requirement:** Each Contractor or subcontractor that is subject to the Certification and Disclosure provision of this Contract Clause is required to file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person. Disclosure forms shall be forwarded from tier to tier until received by the Recipient of the EDA Award, who shall forward all disclosure forms to EDA.

(e) **Indian Tribes, Tribal Organizations, or Other Indian Organizations:** Indian tribes, tribal organizations, or any other Indian organizations, including Alaskan Native organizations, are excluded from the above lobbying restrictions and reporting requirements, but only with respect to expenditures that are by such tribes or organizations for lobbying activities permitted by other federal law. An Indian tribe or organization that is seeking an exclusion from Certification and Disclosure requirements must provide EDA with the citation of the provision or provisions of federal law upon which it relies to conduct lobbying activities that would otherwise be subject to the prohibitions in and to the Certification and Disclosure requirements of 31 U.S.C. § 1352, preferably through an attorney's opinion. Note, also, that a non-Indian subrecipient, contractor, or subcontractor under an award to an Indian tribe, for example, is subject to the restrictions and reporting requirements.

22. HISTORICAL AND ARCHAEOLOGICAL DATA PRESERVATION

The Contractor agrees to facilitate the preservation and enhancement of structures and objects of historical, architectural or archaeological significance and when such items are found and/or unearthed during the course of project construction. Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the Owner and a representative of EDA. Construction shall be temporarily halted pending the notification process

and further directions issued by EDA after consultation with the State Historic Preservation Officer (SHPO) for recovery of the items. *See* the National Historic Preservation Act of 1966 (54 U.S.C. § 300101 *et seq.*, formerly at 16 U.S.C. § 470 *et seq.*) and Executive Order No. 11593 of May 31, 1971.

23. CLEAN AIR AND WATER

Applicable to Contracts in Excess of \$150,000

(a) **Definition.** “Facility” means any building, plant, installation, structure, mine, vessel, or other floating craft, location, or site of operations, owned, leased, or supervised by the Contractor or any subcontractor, used in the performance of the Contract or any subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the United States Environmental Protection Agency (EPA) determines that independent facilities are collocated in one geographical area.

(b) In compliance with regulations issued by the EPA, 2 C.F.R. part 1532, pursuant to the Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*); the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 *et seq.*); and Executive Order 11738, the Contractor agrees to:

- (1) Not utilize any facility in the performance of this contract or any subcontract which is listed on the Excluded Parties List System, part of the System for Award Management (SAM), pursuant to 2 C.F.R. part 1532 for the duration of time that the facility remains on the list;
- (2) Promptly notify the Owner if a facility the Contractor intends to use in the performance of this contract is on the Excluded Parties List System or the Contractor knows that it has been recommended to be placed on the List;
- (3) Comply with all requirements of the Clean Air Act and the Federal Water Pollution Control Act, including the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all applicable clean air and clean water standards; and
- (4) Include or cause to be included the provisions of this clause in every subcontract and take such action as EDA may direct as a means of enforcing such provisions.

24. USE OF LEAD-BASED PAINTS ON RESIDENTIAL STRUCTURES

- (a) If the work under this Contract involves construction or rehabilitation of residential structures over \$5,000, the Contractor shall comply with the Lead-based Paint Poisoning Prevention Act (42 U.S.C. § 4831). The Contractor shall assure that paint or other surface coatings used in a residential property does not contain lead equal to or in excess of 1.0 milligram per square centimeter or 0.5 percent by weight or 5,000 parts per million (ppm) by weight. For purposes of this section, “residential property” means a dwelling unit, common areas, building exterior surfaces, and any surrounding land, including outbuildings, fences and play equipment affixed to the land, belonging to an owner and available for use by residents, but not

including land used for agricultural, commercial, industrial or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways.

- (b) As a condition to receiving assistance under PWEDA, recipients shall assure that the restriction against the use of lead-based paint is included in all contracts and subcontracts involving the use of federal funds.

25. ENERGY EFFICIENCY

The Contractor shall comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201) for the State in which the Work under the Contract is performed.

26. ENVIRONMENTAL REQUIREMENTS

When constructing a Project involving trenching and/or other related earth excavations, the Contractor shall comply with the following environmental constraints:

- (1) **Wetlands.** When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert wetlands.
- (2) **Floodplains.** When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert 100 year floodplain areas delineated on the latest Federal Emergency Management Agency (FEMA) Floodplain Maps, or other appropriate maps, i.e., alluvial soils on Natural Resource Conservation Service (NRCS) Soil Survey Maps.
- (3) **Endangered Species.** The Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the Contractor, the Contractor will immediately report this evidence to the Owner and a representative of EDA. Construction shall be temporarily halted pending the notification process and further directions issued by EDA after consultation with the U.S. Fish and Wildlife Service.

27. DEBARMENT, SUSPENSION, INELIGIBILITY, AND

VOLUNTARY EXCLUSIONS

As required by Executive Orders 12549 and 12689, *Debarment and Suspension*, 2 C.F.R. Part 180 and implemented by the Department of Commerce at 2 C.F.R. part 1326, for prospective participants in lower tier covered transactions (except subcontracts for goods or services under the \$25,000 small purchase threshold unless the subrecipient will have a critical influence on or substantive control over the award), the Contractor agrees that:

- (1) By entering into this Contract, the Contractor and subcontractors certify, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency.
- (2) Where the Contractor or subcontractors are unable to certify to any of the statements in this certification, the Contractor or subcontractors shall attach an explanation to this bid.

See also 2 C.F.R. part 180 and 2 C.F.R. § 200.342.

28. EDA PROJECT SIGN

The Contractor shall supply, erect, and maintain in good condition a Project sign according to the specifications provided by EDA. To the extent practical, the sign should be a free standing sign. Project signs shall not be located on public highway rights-of-way. Location and height of signs will be coordinated with the local agency responsible for highway or street safety in the Project area, if any possibility exists for obstructing vehicular traffic line of sight. Whenever the EDA site sign specifications conflict with State law or local ordinances, the EDA Regional Director will permit such conflicting specifications to be modified so as to comply with State law or local ordinance.

29. BUY AMERICA

To the greatest extent practicable, contractors are encouraged to purchase American- made equipment and products with funding provided under EDA financial assistance awards.

EDA PROJECT SIGN

The Contractor shall supply, erect, and maintain in good condition a project sign according to the specifications set forth below:

EDA SITE SIGN SPECIFICATIONS

Size: 4' x 8' x 3/4"

Materials: Exterior grade/MDO

plywood (APA rating A-B) Supports:

4" x 4" x 12' posts with 2"

x 4" cross branching

Erection: Posts shall be set a minimum of three feet deep in concrete footings that are at least 12" in diameter.

Paint: Colors:

Outdoor enamel

Jet Black, Blue (PMS300), and Gold (PMS7406). Specifically, on white background the following will be placed:

The U. S. Department of Commerce seal in blue, black,

and gold; "EDA" in blue;

"U. S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT

ADMINISTRATION" in

black; "In partnership with"

in blue;

(Actual name of the) "EDA Grant Recipient" in black;

"Donald J. Trump, President of the United States" in black.

Lettering: Specific fonts are named below; positioning will be as shown on the

attached illustration. "U. S. DEPARTMENT OF COMMERCE

ECONOMIC DEVELOPMENT

ADMINISTRATION" use Bank Gothic Medium -

BANK GOTHIC MED “In partnership with” use

Univers™ 55 Oblique - *Univers 55*

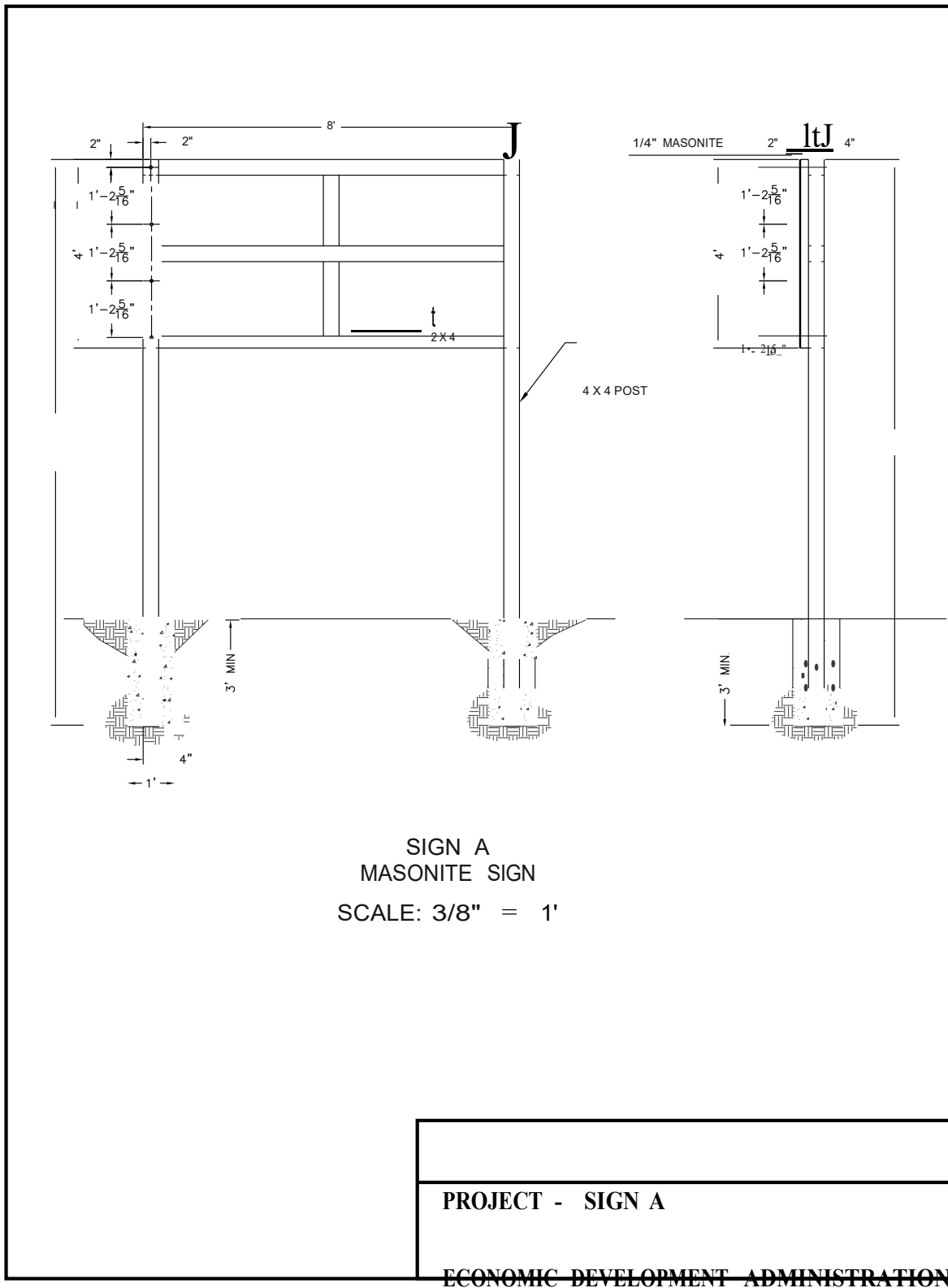
(Name of) “EDA Grant Recipient” use Univers™ Extra Black 85

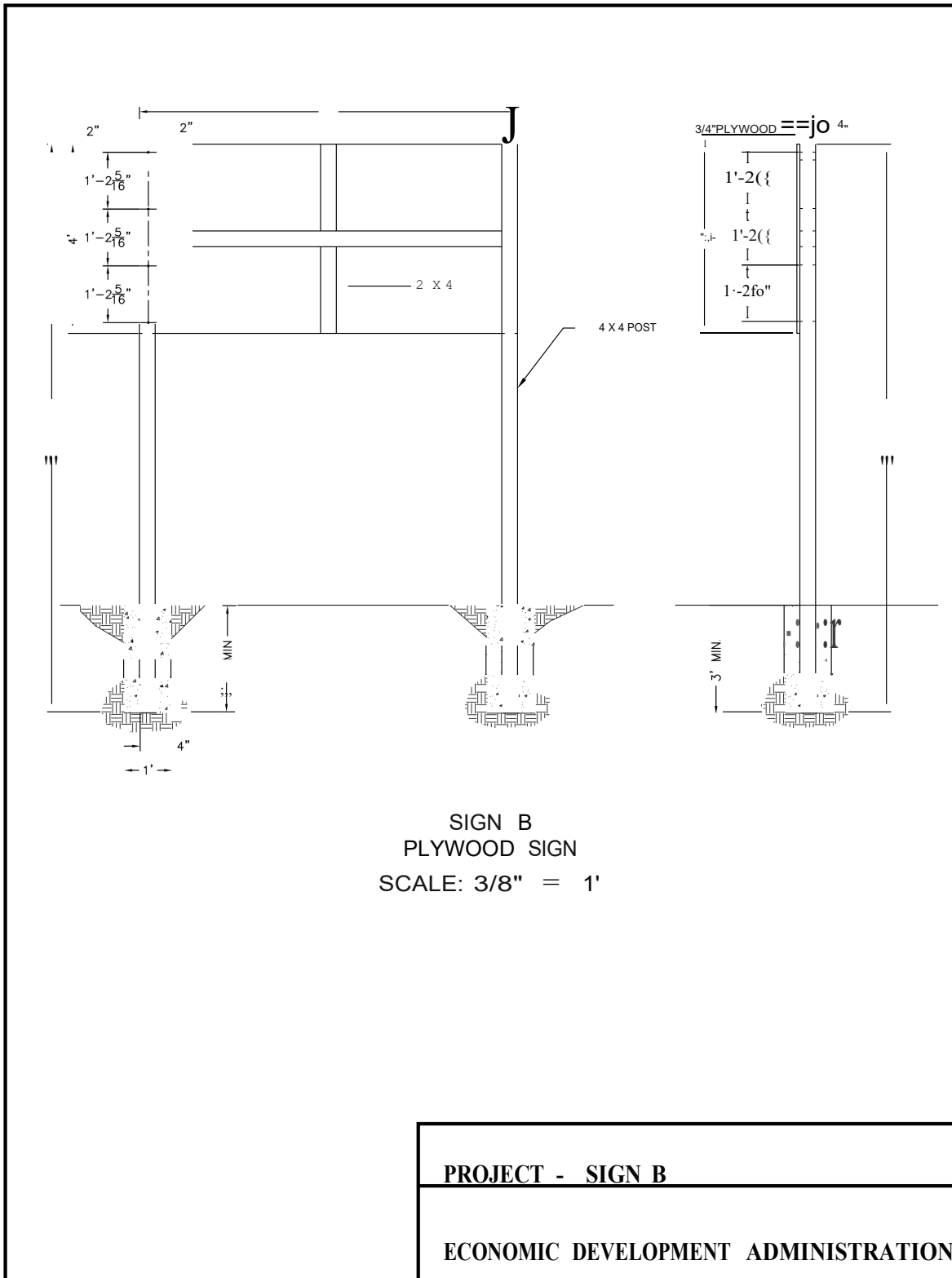
Univers 85

“Donald J. Trump, President of the United States” use Univers™ 55 Oblique -
Univers 55

Project signs will not be erected on public highway rights-of-way. If any possibility exists for obstruction to traffic line of sight, the location and height of the sign will be coordinated with the agency responsible for highway or street safety in the area.

The EDA Regional Director may permit modifications to these specifications if they conflict with state law or local ordinances.





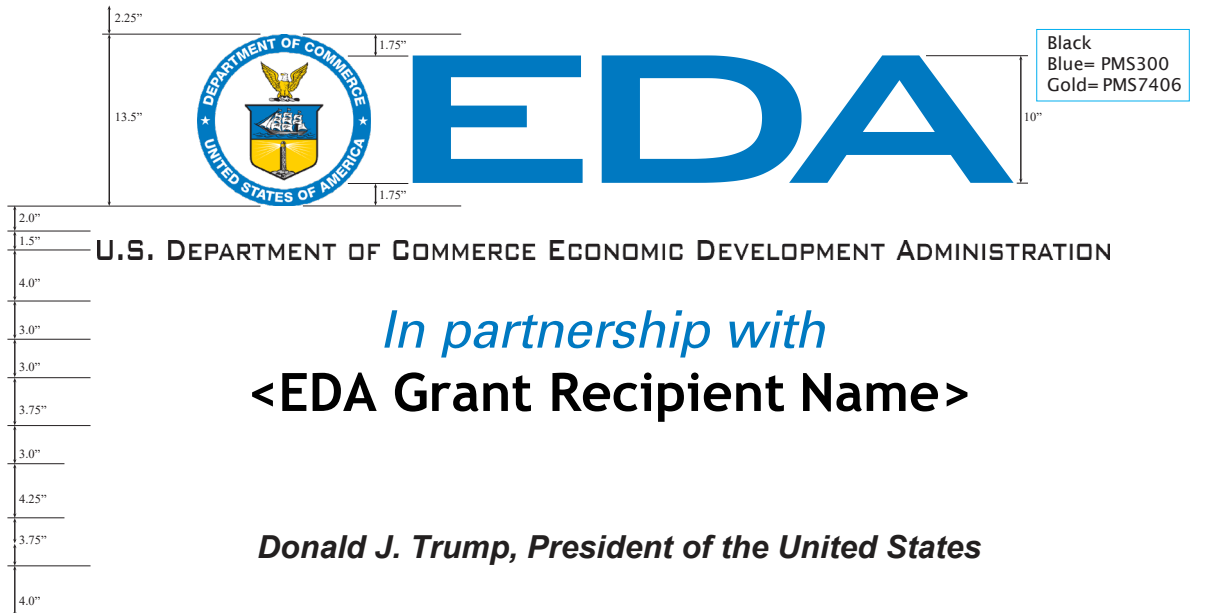


EDA

U.S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION

In partnership with
<EDA Grant Recipient Name>

Donald J. Trump, President of the United States



ATTACHMENT A

Recipients of awards which involve both Federal financial assistance valued at \$500,000 or more and procurement of supplies, equipment, construction, or services shall be required to submit the SF-334, "Minority Business Enterprise/Women Business Enterprise Utilization Under Federal Grants, Cooperative Agreement, and other Federal Financial Assistance."

U.S. Department of Commerce Economic Development Administration (EDA) Minority and/or Women Business Enterprise Program MBE/WBE Guidelines for Professional and Personal Service Contracts \$10,000 and above

Policy Statement

Economic Development Administration (EDA) encourages Recipients to utilize Minority and Women-owned firms and enterprises in contracts awarded under financial assistance awards. The office of Program Development, Minority Business Development Agency, will assist Recipients in matching qualified minority and women-owned enterprises with contract opportunities.

It is the policy of the Economic Development Administration to provide minorities and women equal opportunity for participating in all aspects of Federal Grants, Cooperative Agreements, and other Federal Financial Assistance contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchases, and professional and personal service contracts.

Goals and Good Faith Efforts

Service providers responding to this solicitation shall comply with the MBE/WBE program by making Good Faith Efforts to achieve the following aspirational goals for participation.

County, State

Professional and Personal Services	MBE XX.X%	WBE 6.9%
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The numerical goals are established based on the availability of qualified applicants in the job market. Executive Order numerical goals do not create set-asides for specific groups, nor are they designed to achieve proportional representation or equal results. Rather, the goal-setting process in affirmative action planning is used to target and measure the effectiveness of affirmative action efforts to eradicate and prevent discrimination. The regulations enumerate the good faith steps Federal Award Recipients must take in order to increase the utilization of minorities and women owned firms and enterprises.

Submitters shall submit MBE/WBE information with their submissions on the forms provided. This information will be subject to verification by the EDA prior to contract award. Contractors, subcontractors, suppliers, service providers, or MBE/WBE members of joint ventures intended to satisfy MBE/WBE goals shall be certified by the Office of Program Development, Minority Business Development Agency. Firms qualifying as "WBE" for the County's goals must be designated as a "women-owned business" by the MBDA Office. Firms qualifying as "MBE" for the County's goals must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and

Economically Disadvantaged). Those firms who are certified as both a “WBE” and “MBE” may only satisfy one requirement.

A directory of MBDA certified firms that have expressed a direct desire to do business with the MBDA may be found on the MBDA’s website at www.mbda.gov. A complete database of MBDA certified firms may be found at <http://www.doc.mbda.gov>.

Please note: A contractor may utilize any firm desired. However, for participation purposes, all MBE/WBE vendors who wish to do business as a minority must be certified by MBDA.

The submitter shall make good faith efforts to encourage participation of MBE/WBE’s prior to submission of bids in order to be considered responsive. Submitters should be prepared to submit documentation of these efforts if aspirational goals are not met.

Instructions

The submitter shall provide with submission the following forms:

FORM 1—Sub-Service Provider Utilization Commitment

This form provides the amount of sub-contracted work committed to on the project for MBE/WBE. Submitter must turn in this form with submission. If the submitter does not customarily subcontract elements of this type of project, do not complete this form. Instead complete FORM 2.

FORM 2--Statement of Intent to Perform work without Sub-Service Providers

This form provides that the submitter does not customarily subcontract work on this type project. This form does not need to be accompanied by any other form and must be submitted with submission.

FORM 1A—Checklist of Good Faith Efforts

This checklist provides ways in which the prime service provider can actively work to increase participation by MBE/WBE firms. Please answer all questions honestly. The Checklist should be provided with submission if aspirational goals are not achieved. Documentation of efforts identified must be provided within 72 hours of selection/award.

Proof of Payment Certification

Submitted by the selected service provider with each payment application, listing payments made to subcontractors. This form is not submitted with the submission.

Types of Documentation Accepted

If aspirational goals are not achieved, documentation of good faith efforts must be submitted by the selected submitter within 72 hours of selection. This documentation must include but is not limited to:

- A list of all quotes/proposals received from M/WBE sub-service providers that

indicates the action taken by the prime provider in response to the quote/proposal submitted. In cases where proposals were rejected, the reason for rejection must be indicated.

- Copies of solicitations provided to MBE/WBE's from the registries of certified firms provided by the MBE/WBE website.
- Copies of quotes/proposals from each firm responding to solicitations.
- Documentation of any contacts, correspondence, or conversations with MBE/WBE firms made in attempt to meet the goals.

Minimum Compliance Requirements:

All written statements, affidavits, or intentions made by the Bidder shall become a part of the agreement between the Contractor and the Recipient for performance of contracts. Failure to comply with any of these statements, affidavits or intentions or with the minority business guidelines shall constitute a breach of the contract. A finding by the Recipient that any information submitted (either prior to award of the contract or during the performance of the contract) is inaccurate, false, or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the Recipient whether to terminate the contract for breach or not.

In determining whether a contractor has made Good Faith Efforts, the EDA will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts.

Sub-Service Provider Utilization Commitment

FORM 1

(Must be included with submission if subcontracting any portion of work)

We _____, do certify that on the

(Company Name)

_____ We will expend a minimum of _____%

(Project Name)

of the total dollar amount of the contract with certified minority and/or women business enterprises. If the submitter intends to subcontract, this form along with the Checklist of Good Faith Efforts must be completed and submitted at time of submission

Name, Address, & Phone Number of Sub-Service Provider	*M/WBE Category	Work description	% of Work
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*Minority categories: Black, African American (B), Hispanic or Latino (L), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (S) Disabled (D)

The undersigned will enter into a formal agreement with MBE/WBE firms for work listed in this schedule conditional upon execution of a contract. Failure to fulfill this commitment may constitute a breach of contract.

The undersigned hereby certifies that he/she has read the terms of this commitment and is authorized to bind the submitter to the commitment herein set forth.

Date:_____

Name & Title of Authorized Representative_____

Signature of Authorized Representative_____

Statement of Intent to Perform work without Sub-Service Providers

FORM 2

(Must be included with submission if not subcontracting any portion of work)

We, _____, hereby certify that it is our intent
to perform 100% of the work required for the _____ contract.
(Project Name)

In making this certification, the submitter states that the submitter does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own work forces; and

The submitter agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he/she has read this certification and is authorized to bind the submitter to the commitments herein contained.

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

Checklist of Good Faith Efforts

FORM 1a

(Must be included with submission if subcontracting any portion of work and the goal of XX.X% MBE and 6.9% WBE has not been met) Documentation of these efforts must be submitted by the selected service provider within 72 hours of award.

1. Have you attended the pre-bid conference(s) scheduled?
(☐) Yes (☐) No (Meeting attendance is documented by the local government agency)
 2. Did your firm identify specific items of work which could be executed by a MBE/WBE?
(☐) Yes (☐) No
 3. Did your firm advertise identified work in media of general circulation, trade publications, and minority-focused media in a timely manner to allow sufficient time for the response of MBE/WBE firms?
(☐) Yes (☐) No
 4. Did your firm contact MBE/WBE firms, associations or centers which disseminate information to MBE/WBE firms, and utilize the registries of certified MBE/*WBE firms located on the MBE/WBE website at www.greenvillenc.gov for proposals on identified work?*
(☐) Yes (☐) No
- Were contacted firms made aware of the type of work being solicited and expressed interest for proposals? Was assistance provided to MBE/WBE's concerning information about the requirements of the project including review of plans and specifications?
(☐) Yes (☐) No
5. Did your firm follow up initial solicitations of interest by contacting MBE/WBE's to determine with certainty whether they were interested in submitting a proposal? (☐) Yes
(☐) No
 6. Did your firm attempt to enter into joint venture or partnership arrangements with MBE/WBE's for the execution of identified work?
(☐) Yes (☐) No
 7. Did your firm negotiate in good faith with interested MBE/WBE firms and did not unjustifiably reject as unsatisfactory proposals prepared by any Minority or Women Business Enterprise?
(☐) Yes (☐) No
 8. Did your firm provide assistance and relevant information to MBE/WBE's in review of

Requests for Proposal and work to be done by sub service provider for the project.

() Yes () No

9. Did your firm make every effort to obtain M/WBE participation that could reasonably be expected to produce a level of Participation sufficient to meet the goals of the Recipient

() Yes () No

Date: _____

Name & Title of Authorized Representative_____

Signature of Authorized Representative_____

OMB NOS. 9999-0001 AND 0640-0017
EXPIRES: SEPTEMBER 30, 2002**MBE/WBE* UTILIZATION UNDER FEDERAL GRANTS, COOPERATIVE AGREEMENTS, AND OTHER FEDERAL FINANCIAL ASSISTANCE****PART 1. (NEGATIVE REPORTS MAY BE REQUIRED)**

1A. FEDERAL FISCAL YEAR 19 _____		1B. REPORTING QUARTER (Check appropriate box) ☐ 1st (Oct. - Dec.) ☐ 2nd (Jan. - Mar.) ☐ 3rd (Apr. - Jun.) ☐ 4th (Jul. - Sep.)	
2. FEDERAL FINANCIAL ASSISTANCE AGENCY (Department/Agency, Bureau/Administering Office, Address)		3. REPORTING RECIPIENT (Name and Address)	
2A. REPORTING CONTACT	PHONE:	3A. REPORTING CONTACT	PHONE:
4A. FINANCIAL ASSISTANCE AGREEMENT ID NUMBER		4B. FEDERAL FINANCIAL ASSISTANCE PROGRAM	
4C. TYPE OF FEDERAL ASSISTANCE AGREEMENT ☐ GRANT ☐ COOPERATIVE AGREEMENT ☐ OTHER FEDERAL FINANCIAL ASSISTANCE			
5A. PERIOD WHEN PROCUREMENT UNDER THIS AWARD WILL OCCUR START DATE:		END DATE:	
5B. AMOUNT OF TOTAL PROJECT DOLLARS PLANNED FOR PROCUREMENT THIS FISCAL YEAR \$		5C. RECIPIENT'S MBE/WBE GOALS (Percent of total procurement dollars (5b) for each) MBE % WBE %	
5D. MBE/WBE PROCUREMENT ACCOMPLISHED THIS QUARTER MBE \$ WBE \$		5E. NEGATIVE REPORT (Check) ☐ SEE INSTRUCTIONS	
6. COMMENTS:			
7. NAME OF AUTHORIZED REPRESENTATIVE		TITLE	
8. SIGNATURE OF AUTHORIZED REPRESENTATIVE			DATE

*WBE reporting is optional at the direction of Federal financial assistance agency

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 334

Prescribed by DEPARTMENT OF COMMERCE

PART II.

[illegible]¹ Type of product or service codes:

- | | |
|-------------------|-------------------------------------|
| 1 = Agriculture | 5 = Transportation |
| 2 = Mining | 6 = Wholesale Trade |
| 3 = Construction | 7 = Retail Trade |
| 4 = Manufacturing | 8 = Finance, Insurance, Real Estate |

- 9 = Services
a = Business Services
b = Professional Services
c = Repair Services
d = Personal Services

INSTRUCTIONS

MBE/WBE UTILIZATION UNDER FEDERAL GRANTS, COOPERATIVE AGREEMENTS, AND OTHER FEDERAL FINANCIAL ASSISTANCE Standard Form 334

A. General Instructions

MBE/WBE utilization is based on Executive Orders 11635, 12138 and 12432 and OMB Circular A-102. Standard Form 334 must be completed by recipients of Federal grants, cooperative agreements, or other Federal financial assistance valued at \$500,000* or more and which involve procurement of supplies, equipment, construction or services to accomplish Federal assistance programs.

Recipients are required to report to agency award officials within one month following the end of each Federal fiscal year quarter (i.e. January 31, April 30, July 31 and October 31) during which any procurement in excess of \$10,000 is actually executed under this assistance agreement.

B. Definitions:

Procurement is the acquisition through order, purchase, lease or barter of supplies, equipment, construction or services needed to accomplish Federal assistance programs.

A *minority business enterprise* (MBE) is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners.

There is no standard definition of *minority individuals* used by all Federal financial assistance agencies. However, recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under section 5 of Executive Order 11625. The reporting contact at your Federal financial assistance agency can provide additional information.

* There is no reporting threshold for the Environmental Protection Agency (EPA). Recipients of EPA financial assistance must report under all assistance agreements regardless of the size of the award.

A *woman business enterprise* (WBE) is a business concern that is (1) at least 51 percent owned by one or more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more of the women owners.

Business firms which are 51 percent owned by minorities or women, but are in fact managed and operated by non-minority individuals do not qualify for meeting MBE/WBE procurement goals.

The following affirmative steps for utilizing MBEs and WBEs are suggested:

1. Inclusion of MBEs/WBEs on solicitation lists.
2. Assure MBEs/WBEs are solicited once they are identified.
3. Where feasible, divide total requirements into smaller tasks to permit maximum MBE-WBE participation.
4. Where feasible, establish delivery schedules which will encourage MBE/WBE participation.
5. Encourage use of the services of the U.S. Department of Commerce's Minority Business Development Agency (MBDA) and the U.S. Small Business Administration to identify MBEs/WBEs.
6. Require that each party to a subgrant, subagreement, or contract award take the affirmative steps outlined here.

C. Instructions for Part I:

1. Complete Federal fiscal year and check applicable reporting quarter. (Federal fiscal year runs from October 1 through September 30.)
2. Identify the Federal assistance department or agency including the bureau, office or other subactivity which administers your financial assistance agreement.
3. Identify the agency, state, authority,

university or other organization which is the recipient of the Federal financial assistance and the person to contact concerning this report.

- 4a. Assistance agreement number assigned by Federal financial assistance agency.
- 4b. If appropriate, identify specific department or agency Federal financial assistance program under which this project is awarded.
- 4c. Check type of Federal assistance.
- 5a. Period during which contracts and other purchases under this award will actually be executed.
- 5b. Includes procurement using Federal funds plus recipient matching funds and funds from other sources.
- 5c. Portion of total procurement dollars recipient plans to spend with MBEs or WBEs this fiscal year. With the concurrence of the Federal financial assistance agency, a fair share goals shall be determined by each recipient.
- 5d. Dollar amount of all MBE/WBE contracts awarded under this assistance agreement this quarter.
- 5e. Check only if one or more procurements in excess of \$10,000 were executed this reporting quarter but *no* MBE/WBE procurements occurred. Sign and date form and return it to Federal financial assistance agency.

- 6. Additional comments or explanations. Please refer to specific item number(s) if appropriate.
- 7. Name and title of official administrator or designated reporting officials.
- 8. Signature and month, day, year report submitted.

D. Instructions for Part II:

For each MBE/WBE procurement over \$10,000 made under this assistance agreement during the reporting quarter, provide the following information. (Recipients may also report on individuals MBE/WBE procurements of less than \$10,000 if they want these credited toward their MBE/WBE goals, however, reporting on smaller procurements is not required.)

- 1. Check whether this is a *first tier* procurement made directly by Federal financial assistance recipient or other *second tier* procurement made by recipient's subgrantee or prime contractor. Include all qualifying second tier purchases executed this quarter regardless of when the first tier procurement occurred.
- 2. Check MBE or WBE.
- 3. Dollar value of procurement.
- 4. Date of award, shown as month, day, year.
- 5. Using codes at the bottom of the form, identify type of product or service acquired through this procurement (e.g. enter 1 if agriculture, 2 is mining, etc.).
- 6. Name and address of MBE/WBE firm.

Adequate Good Faith Effort

The Economic Development Administration (EDA) will consider the quality, quantity, and intensity of the different kinds of efforts a qualified competitor has made. If the EDA Award Recipients do not award the contract to the most qualified competitor, the Recipients should reserves the right to award the contract to the next most qualified competitor that can satisfy to the Award Recipients that the MBE and WBE goals can be met or that an adequate good faith effort has been made to meet the MBE and WBE goals.

Adequate good faith efforts mean that the Award Recipients take all necessary and reasonable steps to achieve the goal which, by their scope, intensity, and appropriateness, could reasonably be expected to obtain sufficient MBE/WBE participation. Adequate good faith efforts also mean that the Award Recipients and qualified competitors actively and aggressively sought MBE/WBE participation. Mere pro forma efforts are not considered good faith efforts.

Submitters shall submit MBE/WBE information with their submissions on the forms provided. This information will be subject to verification by the EDA prior to contract award. Contractors, subcontractors, suppliers, service providers, or MBE/WBE members of joint ventures intended to satisfy MBE/WBE goals shall be certified by the Office of Program Development, Minority Business Development Agency. Firms qualifying as “WBE” for the County’s goals must be designated as a “women-owned business” by the MBDA Office. Firms qualifying as “MBE” for the County’s goals must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). Those firms who are certified as both a “WBE” and “MBE” may only satisfy one requirement. Please refer to “MBE-WBE Due Diligence Attachment A” attached to this email transmission. Please complete “attachment A” and return to EDA as applicable.

EDA may require the selected Consultant/Consulting Team to submit additional information regarding MBE/WBE certification and utilization. Such information may include but not be limited to: (i) Copies of all executed agreements for each MBE/WBE enterprise engaged to satisfy the participation goals, showing (ii) the name and address of the MBE/WBE, (iii) the scope of work to be performed, (iv) the dollar value of work to be performed or furnished by each proposed MBE/WBE subcontractor or MBE/WBE joint venture partner, (v) acknowledgement and acceptance of the agreement by the MBE/WBE and (vi) quarterly utilization payment reports (see attachment).

EDA will accept MBE/WBE certifications from the following:

- The Small Business Administration (SBA) (both SBA 8(a) program certification and SBA Small Disadvantaged Business (SDB) Program self-certifications);
- The Department of Transportation’s state implemented DBE Certification Program (with U.S. citizenship);
- Tribal, State and local governments, as long as their standards for certification meet or exceed EDA; and

- Independent private organization certifications as long as their standards for certification meet or exceed EDA.

If an entity holds one of these certifications, it is considered acceptable to EDA for establishing MBE or WBE status (see MBDA Office of Program Development MBE/WBE Certification Program), therefore an application for EDA certification is not needed. This certification requirement applies to contractors, suppliers, consultants, joint ventures, and other vendors declaring themselves to be MBE's or WBE's. To qualify as a MBE or WBE under EDA's programs an entity must establish that it is at least 51% owned and/or controlled by socially and economically disadvantaged individuals who are of good character and are citizens of the United States.

TECHNICAL SPECIFICATIONS

1. Applicable Specifications

The Technical Specifications entitled Mississippi Standard Specifications for Road and Bridge Construction, 2004 Edition shall be the specifications applicable to this project except as for herein specified. Any testing required by those specifications for material submittal approval shall be the responsibility of the Contractor. The testing laboratory used by the Contractor shall be a laboratory certified by the Mississippi Department of Transportation and shall be approved by the Engineer. Any reference to Unit Item for pay shall be modified and paid based on the Measurement and Payment section of the specifications.

2. References Amended to mean Engineer

Any reference in the above-mentioned specifications to Commission, Director, Chief Engineer, Testing Engineer, or Project Engineer shall be amended in these specifications to mean the Engineer, or his duly authorized representative, of the City of HATTIESBURG.

3. Buy American Clause

Contractors are hereby notified that they are encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this award.

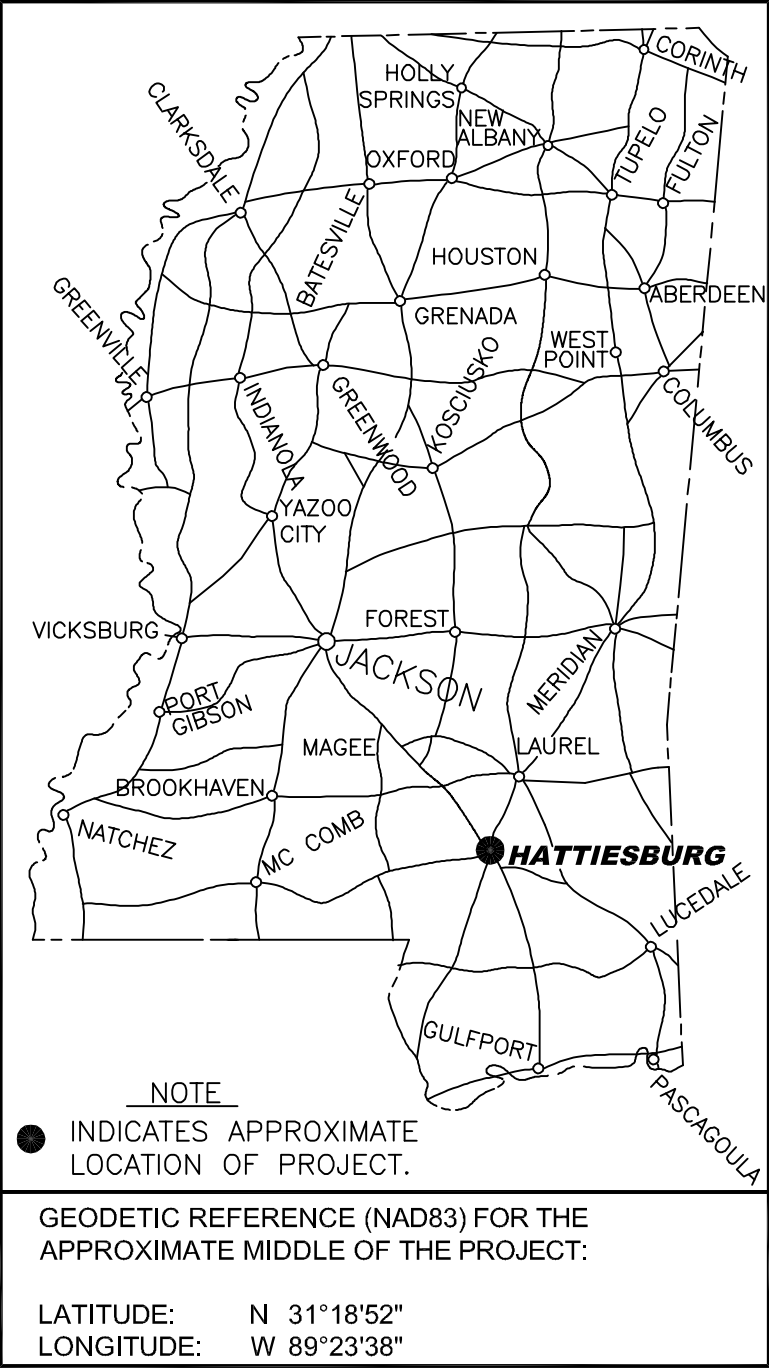
CONSTRUCTION PLANS

FOR

LAMAR BOULEVARD
RECONSTRUCTION

FOR THE

CITY OF HATTIESBURG



PUBLIC UTILITIES

CABLE COMCAST 2100 LINCOLN RD HATTIESBURG, MS 39402 (601) 264-1188	SEWER CITY OF HATTIESBURG WATER & SEWER DEPT. 900 JAMES ST HATTIESBURG, MS 39403 (601) 545-4530
POWER PEARL RIVER VALLY EPA 6803 U.S. HIGHWAY 98 HATTIESBURG, MS 39402 (601) 264-2458	WATER CITY OF HATTIESBURG WATER & SEWER DEPT. 900 JAMES ST HATTIESBURG, MS 39403 (601) 545-4530
TELECOMM AT&T P.O. BOX 1191 HATTIESBURG, MS 39401 (601) 545-6424	ARNOLD LINE WATER ASSOC 4901 W 4TH ST HATTIESBURG, MS 39402 (601) 264-7111
INLINE 405 LEGACY PARK RIDGELAND, MS 39157 (601) 956-8909 (888) 346-5463	NORTH LAMAR WATER ASSOÇ 4906 OLD HWY 11 SUITE 8 HATTIESBURG, MS 39402 (601) 264-1157
TELEPAK DBA CSPIRE FIBER 1018 HIGHLAND COLONY PKWY SUITE 300 RIDGELAND, MS 39157 (855) 277-4732	TRAFFIC CITY OF HATTIESBURG TRAFFIC DEPT. 125 WALNUT ST HATTIESBURG, MS 39401 (601) 545-4626
SOUTHERN LIGHT LLC 9501 INTERNATIONAL COURT NORTH ST. PETERSBURG, FL 33716 (727) 471-5600	
GAS SPIRE ENERGY 314 MAIN ST HATTIESBURG, MS 39401 (601) 544-6001	

MAYOR

Toby Barker

COUNCIL PERSONS

Carter Carroll, President
Mary Dryden, Vice President
Jeffery George
Deborah Denard Delgado
Nicholas Brown

DIRECTOR OF ENGINEERING

Lamar Rutland, PE

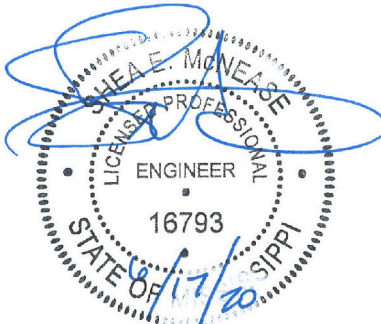
PREPARED BY:



Engineering Progress

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

Working No. CVR
Sheet No. 1
Drawing No.: 11248R



DETAILED SHEET INDEX

SHEET No.	WRK No.	DESCRIPTION
1	CVR	COVER SHEET
2	VM	VICINITY MAP
3	GN1	GENERAL NOTES
4	TS1	TYPICAL ROADWAY SECTION DETAILS
5	TS2	TYPICAL ROADWAY SECTION DETAILS
6	PhP1	LAMAR BLVD STA 10+00 - STA 16+60
7	PhP2	LAMAR BLVD STA 16+00 - STA 22+60
8	PhP3	LAMAR BLVD STA 22+00 - STA 28+60
9	PhP4	LAMAR BLVD STA 28+00 - STA 34+60
10	PhP5	LAMAR BLVD STA 34+00 - STA 40+60
11	PhP6	LAMAR BLVD STA 40+00 - STA 46+60
12	PhP7	LAMAR BLVD STA 40+00 - STA 49+00
13	PhP8	LOWER DRAIN STA 1+00 - STA 4+00
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6310	SN-6	BREAKAWAY SIGN SUPPORTS
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6351	TCP-1	TRAFFIC CONTROL PLAN WITH FLAGGER (ONE-LANE CLOSURE OF TWO-WAY TRAFFIC)
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6363	TCP-13	TEMPORARY STRIPING FOR TRAFFIC CONTROL 2-LANE AND 4-LANE DIVIDED HIGHWAYS
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6419	SD-1	DRIVEWAYS, CURB & GUTTER, & SIDEWALK
6428	PD-1	TYPICAL PLANTING DETAILS FOR TREES & SHRUBS
6501	PI-1	PIPE CULVERT INSTALLATION
6504	JB-1	JUNCTION BOX FOR PIPE CULVERTS
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6517	IG-2	DETAILS OF GRATES FOR GUTTER INLETS
6524	SS-2	STORM SEWER INLET TYPE SS-2
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6533	UD-1	DETAILS OF NORMAL UNDERDRAIN AND STORM DRAIN USED AS UNDERDRAIN
6535	PCU-1	PRECAST UNITS (JUNCTION BOX, SS-3 INLET, & DROP INLET)



Know what's below.
Call before you dig.

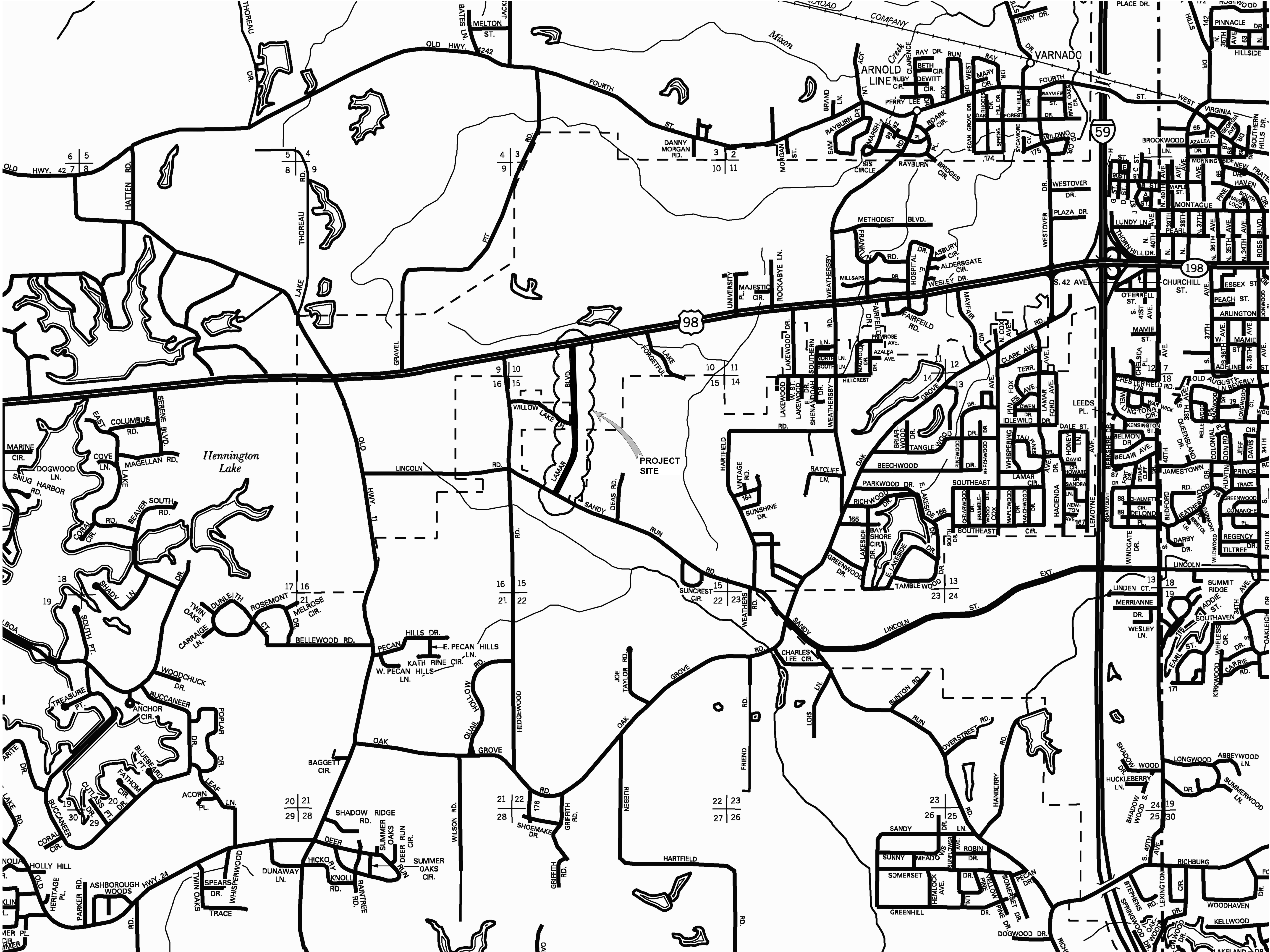
SPECIAL UTILITY NOTES:

1. UTILITY LOCATION REQUESTS WERE SUBMITTED TO MISSISSIPPI 811 (FORMERLY MISSISSIPPI ONE CALL) DURING THE FIELD DATA COLLECTION PHASE FOR THE DESIGN OF THIS PROJECT. ALL UTILITIES THAT LOCATED DURING THE FIELD DATA COLLECTION ARE SHOWN ON THESE PLANS. ALL CONFLICTS WITH EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION SHALL BE COORDINATED WITH THE UTILITY OWNER, THE ENGINEER AND THE PROJECT OWNER PRIOR TO INSTALLATION OF THE PROPOSED WATER SYSTEM. (NO SEPARATE PAY FOR COORDINATION)
2. THE CONTRACTOR SHALL DOCUMENT THE EXISTENCE OF ANY MISSING AND/OR OVERLAPPING UNDERGROUND UTILITIES AND STORM DRAINAGE NOT SHOWN ON THESE CONSTRUCTION DRAWINGS.

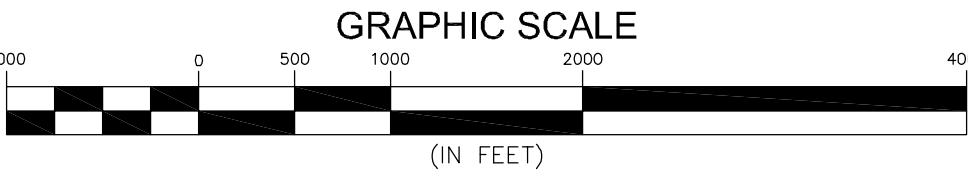
MISSISSIPPI 811 TICKETS	
TICKET No.	DESCRIPTION
17050508540259	LAMAR BLVD FROM LINCOLN RD TO HWY 89

JUNE 2020

NO.	DATE	DESCRIPTION	BY



TOWNSHIP 4 NORTH



NO.	DATE	DESCRIPTION	BY

VICINITY MAP

LAMAR BOULEVARD RECONSTRUCTION
CITY OF HATTIESBURG
LAMAR COUNTY, MISSISSIPPI

sdw
Engineering Progress
301 Second Ave., Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

Drawn by: RES/BT Checked by: SEM Scale: AS NOTED

Date: 06-11-2020 Working No.: VM

Drawing No.: 11248R Sheet No.: 2

G:\PROJECTS\Hattiesburg_City of\11248 - Infrastructure Improvements Along Lamar Boulevard\11248 CAD Files\Roadway\11248_Rdwy_cvm\notes_c1.dwg, ONT: 6/18/2020 3:17:59 PM

GENERAL NOTES

1. THE APPROVED AND EXECUTED MDOT PERMIT, MDEQ PERMIT AND ANY CITY OF HATTIESBURG PERMITS SHALL BE CONSIDERED A PART OF THESE PLANS AND SPECIFICATIONS.

2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES.

3. THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017 EDITION", OR LATEST EDITION (PAY ITEM NUMBERS SHALL BE DEFINED IN THE PROPOSAL).

4. THE CONTRACTOR SHALL KEEP A SET PRINTS OF THE PROJECT ON THE JOB SITE SHOWING THE ACCURATE MEASUREMENTS AND ELEVATIONS OF THE "AS-BUILT" SYSTEM. THIS DATA WILL BE COLLECTED AND PUT ON THE DRAWINGS DAILY.

5. DEVIATIONS FROM THESE PLANS AND NOTES WITHOUT PRIOR WRITTEN CONSENT OF THE OWNER, HIS REPRESENTATIVE OR THE ENGINEER/ARCHITECT MAY CAUSE THE WORK TO BE UNACCEPTABLE.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING THE ENTIRE PROJECT.

7. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CITY OF HATTIESBURG, MDOT AND/OR LAMAR COUNTY FEES AND PERMITS ASSOCIATED WITH CONSTRUCTION.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING AND THE LOCATION OF THE PROJECT. CONTROL COORDINATE SYSTEM AND ELEVATION CONTROL ARE SHOWN ON THE PLAN SHEETS.

9. THE CONTRACTOR SHALL VERIFY AND/OR REESTABLISH ALL CENTERLINES AS DEFINED ON THESE PLANS AND SPECIFICATIONS.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN SUB--SURFACE SOIL INVESTIGATIONS.

11. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIAL TESTING BY AN INDEPENDENT LABORATORY APPROVED BY THE ENGINEER/ARCHITECT.

12. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.

13. CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR FINISHING THE CONSTRUCTION PLAN.

14. UTILITIES SHALL BE RELOCATED BY THE UTILITY OWNERS, WHERE CONFLICT WITH CONSTRUCTION OCCURS, UNLESS NOTED OTHERWISE. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH, APPLICATIONS, PERMITS AND FEES THAT MAY BE REQUIRED BY THE UTILITY OWNERS.

15. CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF ALL EXISTING TOPOGRAPHIC DATA, LOCATION AND PROTECTION OF ALL EXISTING UTILITIES WITHIN THE WORK AREA AND ALL OTHER SITE CONDITIONS PRIOR TO THE BEGINNING OF CONSTRUCTION. ANY CONFLICT SHALL BE COORDINATED WITH THE CONTRACTOR, OWNER AND ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE.

16. CONTRACTOR SHALL BE FAMILIAR WITH THE EXTENT OF THE CLEARING AND GRUBBING PRIOR TO BIDDING.

17. ALL CULVERT CROSS DRAINS AND SIDE DRAINS SHALL BE PROTECTED, NOT SEPARATE PAY. REMOVAL AND REPLACEMENT, IF REQUIRED, SHALL BE PAID AS NOTED.

17.1. IF THE EXISTING DRAIN PIPES ARE CONNECTED TO INLETS, HEADWALLS OR ANY OTHER DRAINAGE STRUCTURE WHICH IS SHOWN TO BE REPLACED OR MODIFIED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTION TO THOSE STRUCTURES, UNLESS OTHERWISE NOTED. CONCRETE PIPE COLLARS SHALL BE USED AS WARRANTED, AS APPROVED BY THE ENGINEER.

17.2. THE CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE THE EXISTING STORM DRAINAGE STRUCTURES DURING THE CONSTRUCTION PROCESS. ANY DAMAGE, OTHER THAN THAT NOTED ABOVE, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

17.3. EXISTING PIPES TO REMAIN IN PLACE AND ALL NEW PIPES WITHIN THE CONSTRUCTION LIMITS SHALL BE CLEANED OF ALL FOREIGN MATTER, INCLUDING SILT, PRIOR TO FINAL ACCEPTANCE (NOT A SEPARATE PAY ITEM).

18. ALL RCP SHALL BE CLASS III, UNLESS NOTED OTHERWISE.

19. ALL CONCRETE PIPE JOINTS SHALL BE WRAPPED IN TYPE V GEOTEXTILE FABRIC, 24" WIDTH. ALL PICKUP HOLES SHALL BE PLUGGED WITH EPOXY GROUT AND COVERED WITH TYPE V GEOTEXTILE FABRIC TO THE SATISFACTION OF THE ENGINEER.

20. ALL STRUCTURE EXCAVATION SHALL BE ABSORBED IN THE COST OF ANY STRUCTURES OR PIPES REQUIRING STRUCTURE EXCAVATION.

21. ALL BEDDING MATERIAL FOR ALL PIPE SHALL BE ABSORBED IN THE PRICE OF THE PIPE LAYING OPERATION.

22. ALL JUNCTION BOXES AND INLETS SHALL BE CONSTRUCTED PER DETAILS. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PRIOR TO CONSTRUCTION FOR APPROVAL BY THE ENGINEER. PRECAST INLET BOTTOMS AND WALLS SHALL BE ALLOWED, IF APPROVED BY THE ENGINEER. **ALL INLET TOPS SHALL BE CAST IN PLACE, NO EXCEPTIONS.** ALL INLET TOPS SHALL BE CAST TO MATCH THE SLOPE OR GRADE OF THE SURROUNDING PAVEMENT OR CURB, COORDINATE WITH THE GRADING PLAN. PRECAST SUBSURFACE JUNCTION BOXES ARE ALLOWED. ALL LIFT HOLES IN PRECAST STRUCTURES SHALL BE FILLED WITH EPOXY GROUT.

23. PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.

24. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).

25. ALL EXISTING STREET SIGNAGE CONFLICTING WITH CONSTRUCTION SHALL BE REMOVED DURING CONSTRUCTION, REPLACED AFTER CONSTRUCTION AND SHALL BE CONSIDERED PART OF MAINTENANCE OF TRAFFIC (NOT A SEPARATE PAY ITEM).

26. THE CONTRACTOR SHALL PROVIDE PROPER TRAFFIC CONTROL SIGNS AND FLAGGERS TO MAINTAIN ONE LANE TRAFFIC DURING CONSTRUCTION, WHERE LANE CLOSURES ARE NEEDED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. SEE SHEET No. 6250 & 6251 FOR TYPICAL LANE CLOSURE DETAILS.

27. FLUORESCENT ORANGE SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC SIGNS EXCEPT FOR THOSE DESIGNATED IN PLANS TO BE BLACK LEGEND AND BORDER ON WHITE BACKGROUND.

28. CONES SHALL BE NARROW PROFILE WITH A MINIMUM HEIGHT OF 28 INCHES AND A MINIMUM WEIGHT OF TEN (10) POUNDS. CONES USED IN SPEED ZONES EQUAL TO OR GREATER THAN 45 MPH SHALL BE NARROW PROFILE WITH A MINIMUM HEIGHT OF 28 INCHES AND A MINIMUM WEIGHT OF FIFTEEN (15) POUNDS. ALL CONES SHALL BE APPROVED BY THE ENGINEER PRIOR TO USE.

29. ALL POST LENGTHS FOR SIGNS SHALL BE FIELD VERIFIED PRIOR TO FABRICATION.

30. ALL DISTURBED AREAS SHALL BE FERTILIZED AND SEEDED ACCORDING TO THE VEGETATION SCHEDULE IN THESE PLANS, UNLESS OTHERWISE NOTED.

31. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION PROVIDED TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION.

32. ALL EXISTING MAILBOXES, STREET SIGNS, FENCES, AND OTHER STRUCTURES LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED AND RESET AS DICTATED BY CONSTRUCTION ACTIVITIES. (NO SEPARATE PAY, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER). EXISTING FLOWER BEDS, GARDENS, SHRUBS, ETC. WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED AND RESET AS DICTATED BY CONSTRUCTION ACTIVITIES. (NO SEPARATE PAY, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER). ALL ITEMS (INCLUDING REMOVAL OF OBSTRUCTIONS, REMOVED AND RESET AND/OR REPLACEMENT OF STORM DRAIN STRUCTURES, ETC.) FOR WHICH NO PAY ITEM IS LISTED, SHALL BE INCLUDED IN THE COST OF THE PIPING LAYING OPERATION. (NO SEPARATE PAY).

33. CONTRACTOR SHALL PROVIDE ACCESS TO ALL BUSINESSES AND RESIDENCES AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE ALL DRIVEWAY CUTS AND EXCAVATION WITH THE OWNERS OF SAID DRIVEWAYS.

34. ANY DAMAGE TO PAVED ROADS OR DRIVEWAYS, WHICH ARE OUTSIDE OF THE PROJECT LIMITS, SHALL BE REPAIRED IN KIND, AT THE CONTRACTOR'S EXPENSE.

35. THE CONTRACTOR SHALL REMOVE EXISTING PAVEMENTS, STRUCTURES, SOIL AND OTHER ITEMS AS INDICATED ON THE PLANS AND AS REQUIRED FOR PROJECT CONSTRUCTION AND SHALL BE DISPOSED OF OFF SITE AT THE CONTRACTOR'S EXPENSE.

36. PRIOR TO THE BEGINNING OF ANY EXCAVATION, ALL EXISTING PAVEMENT SHALL BE SCORED OR SAW CUT TO A DEPTH SUCH THAT A STRAIGHT AND UNIFORM VERTICAL EDGE IS ESTABLISHED PRIOR TO REMOVAL OF SAID PAVEMENT FROM THE PROJECT. IF VERTICAL EDGE IS DISTURBED, THEN A SECOND CUT SHALL BE REQUIRED PRIOR TO ASPHALT OR CONCRETE PATCHING. ALL ASPHALT OR CONCRETE SHALL BE REMOVED FROM THE PROJECT SITE PRIOR TO EXCAVATION PROCEDURES. (NO SEPARATE PAY FOR SAW CUTTING, DEBRIS REMOVAL, PAVEMENT REMOVAL AND DISPOSAL)

37. WORK FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING WHAT BRACING, SHORING OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION. THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION, ALL COSTS FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.

38. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING BRACING, SHORING OR ANY GROUND SUPPORT SYSTEM REQUIRED TO PREVENT A FAILURE FROM OCCURRING DURING EXCAVATION. ALL COST FOR ANY PROTECTIVE MEASURES, INCLUDING THE MATERIALS AND LABOR FOR DESIGNING AND CONSTRUCTING THE SUPPORT SYSTEM, SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.

39. PRIOR TO COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL REMOVE ALL VEGETATION, SOIL AND DEBRIS FROM PAVEMENTOR CURBS WITHIN THE PROJECT LIMITS (NOT A SEPARATE PAY ITEMS).

40. MINIMUM CONCRETE STRENGTH: 3,000 P.S.I., UNLESS OTHERWISE NOTED.

41. ASPHALT MIX DESIGN SHALL BE SUBMITTED FOR THE ENGINEER'S APPROVAL.

42. ALL MATERIALS FOR THE PROJECT SHALL BE A PRODUCT OF THE USA.

43. THE CONTRACTOR SHALL HAVE A COMPETENT AND EXPERIENCED SUPERINTENDENT ON SITE AT ALL TIMES. THE SUPERINTENDENT SHALL **NOT** OPERATE EQUIPMENT WHILE ON THE PROJECT SITE. WORK ON THE PROJECT SHALL **STOP** IF THE ASSIGNED PROJECT SUPERINTENDENT IS NOT ON SITE.

EROSION NOTES

1. THE CONTRACTOR SHALL ADHERE TO ALL MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS FOR EROSION CONTROL AND ANY OTHER PERTINENT GUIDELINES.
2. PROTECTING THE SITE FROM EROSION SHALL BE A REQUIREMENT OF THIS CONTRACT. THE EROSION CONTROL DEVICES REFERENCED IN THESE PLANS ARE A MINIMUM REQUIREMENT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE CONSTRUCTION SITE OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN THE PLAN DURING CONSTRUCTION. MAINTENANCE SHALL BE PERFORMED A MAXIMUM OF 24 HOURS AFTER SILT ACCUMULATION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL THE NECESSARY PERMITS REQUIRED BY THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY AND ANY OTHER AGENCIES.
4. PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.
5. TEMPORARY GRASSING: UNLESS OTHERWISE NOTED, ALL DISTURBED AREAS SHALL BE FERTILIZED AND SEEDED IN ACCORDANCE WITH THE VEGETATION SCHEDULE INCLUDED IN THESE PLANS. TEMPORARY GRASSING SHALL BE MAINTAINED DURING CONSTRUCTION.
6. PERMANENT GRASSING: UNLESS OTHERWISE NOTED, ALL DISTURBED AREAS SHALL BE FERTILIZED AND SEEDED IN ACCORDANCE WITH THE VEGETATION SCHEDULE INCLUDED IN THESE PLANS. THE CONTRACTOR SHALL BE REQUIRED TO ESTABLISH A FULL COVERAGE OF PERMANENT GRASS GROWTH PRIOR TO COMPLETION OF THE PROJECT.
7. THE EROSION CONTROL MEASURES SHOWN ON THESE PLANS SHALL BE REQUIRED UNTIL GRASSING HAS BEEN ESTABLISHED TO THE SATISFACTION OF THE ENGINEER.

SPECIAL NOTES

1. THE CONTRACTOR SHALL SUBMIT A COMPLETE "PHASES OF CONSTRUCTION" TO THE ENGINEER AND THE OWNER FOR WRITTEN APPROVAL PRIOR TO THE BEGINNING OF THE PROJECT. PHASES OF CONSTRUCTION SHALL INCLUDE A DETAILED BREAKDOWN OF THE ENTIRE CONSTRUCTION PROJECT AND THE INTENDED TRAFFIC CONTROL PLAN FOR MAJOR PHASE OF THE PROJECT. ALL TRAFFIC CONTROL PLAN PHASES SHALL USE THE TRAFFIC CONTROL PLAN (TCP-1, SHT No. 16) INCLUDED IN THESE PLANS AS STARTING POINT.
2. ALL ROAD CLOSURES SHALL BE SUBMITTED TO THE ENGINEER AND OWNER FOR APPROVAL AT LEAST 7 DAYS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH ALL EMERGENCY AGENCIES (CITY AND COUNTY).
3. THE CONTRACTOR SHALL PROVIDE ACCESS TO ALL BUSINESSES THROUGHOUT THE ENTIRE LENGTH OF THE PROJECT. SPECIFICALLY, THE CONTRACTOR SHALL NOTE THE PRESENCE OF A CITY OF HATTIESBURG FIRE STATION AND POLICE SUBSTATION LOCATED WITHIN THE PROJECT LIMITS

SYMBOL LEGEND:

	— BENCH MARK
	— CONTROL MONUMENT
	— FIBER OPTIC PEDESTAL
	— FIBER OPTIC INDICATOR POST
	— FIBER OPTIC PULL BOX
	— FIRE HYDRANT
	— GAS INDICATOR POST
	— GAS LINE
	— GAS VALVE
	— GROUND LIGHT
	— GUARD POST
	— IRRIGATION CONTROL VALVE
	— LIGHT ON POLE
	— MAIL BOX
	— OVERHEAD POWER LINES
	— OVERHEAD TELEPHONE LINES
	— POLE GUY WIRE
	— POST INDICATOR VALVE
	— PROPERTY LINE
	— SAN SWR CLEAN-OUT
	— SAN SWR FORCE MAIN
	— SAN SWR LINE
	— SAN SWR MANHOLE
	— SAN SWR PUMP STATION
	— SIGN
	— SPRINKLER
	— TELEPHONE PEDESTAL
	— TREE LINE
	— UNDERGROUND FIBER OPTIC LINE
	— UNDERGROUND POWER LINE
	— UNDERGROUND TELEPHONE LINE
	— UTILITY POLE
	— WATER LINE
	— WATER METER
	— WATER VALVE

NOTE

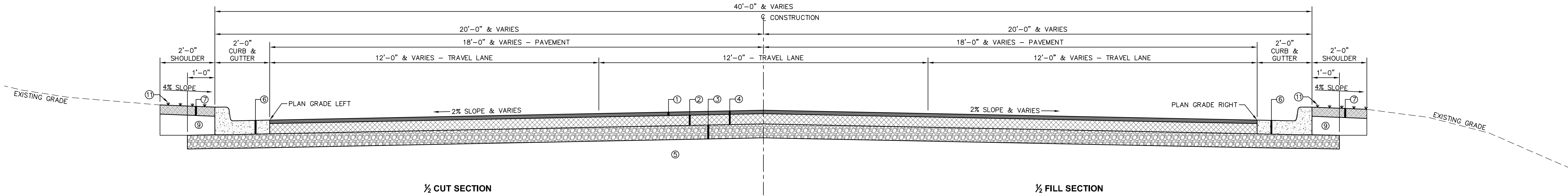
ALL ITEMS SHOWN HERE ARE EXISTING ON THE GROUND OR UNDERGROUND.

EDA AWARD No. 04-79-07362

ABBREVIATION LEGEND:

ASPH	— ASPHALT
BLVD	— BOULEVARD
CL	— CENTER LINE
CONC	— CONCRETE
CONST	— CONSTRUCTION
CONT	— CONTINUOUS
CMP	— CORRUGATED METAL PIPE
CPP	— CORRUGATED PLASTIC PIPE
D	— DEGREE OF CURVE
Δ	— DELTA
DIA	— DIAMETER
DBL	— DOUBLE
DS	— DOWN STREAM
DR	— DRIVE
DI	— DUCTILE IRON
E	— EAST
EXIST	— EXISTING
FT	— FEET
FFE	— FINISHED FLOOR ELEVATION
FES	— FLARED END SECTION
FL	— FLOW LINE
GALV	— GALVEANIZED
HWY	— HIGHWAY
INV	— INVERT
JB	— JUNCTION BOX
L	— LENGTH OF CURVE
LT	— LEFT
LF	— LINEAR FOOT
MH	— MANHOLE
MIN	— MINIMUM
MPH	— MILES PER HOUR
N	— NORTH
NE	— NORTHEAST
NW	— NORTHWEST
O.C.	— ON CENTER
PC	— POINT OF CURVE
PI	— POINT OF INTERSECTION
PT	— POINT OF TANGENCY
PVC	— POLYVINYL CHLORIDE PIPE
LBS	— POUNDS
R	— RADIUS
RCP	— REINFORCED CONCRETE PIPE
REQ'D	— REQUIRED
ROW	— RIGHT OF WAY
RT	— RIGHT
S	— SOUTH
SE	— SOUTHEAST
SW	— SOUTHWEST
STA	— STATION
SS	— STORM SEWER
SY	— SQUARE YARDS
T	— TANGENT LENGTH
TYP	— TYPICAL
US	— UP STREAM
W	— WEST
W/	— WITH

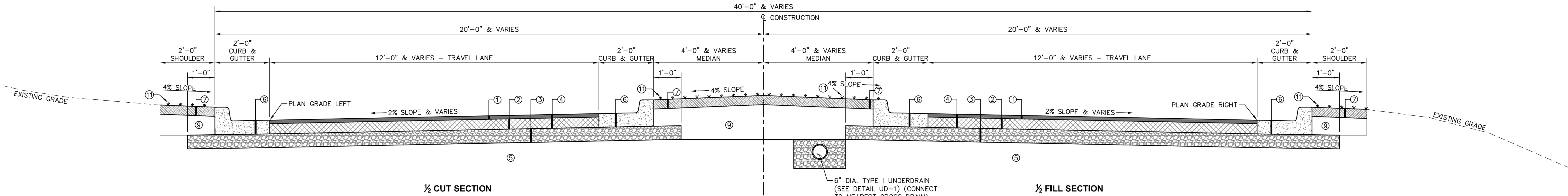
NO.	DATE	DESCRIPTION	BY
GENERAL NOTES			
LAMAR BOULEVARD RECONSTRUCTION CITY OF HATTIESBURG LAMAR COUNTY, MISSISSIPPI			
 301 Second Ave, Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
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Date:	06-11-2020	Working No.	GN1
Drawing No.:	11248R	Sheet No.	3



TYPICAL 3 LANE ROADWAY - SECTION DETAIL

SCALE: 1" = 2'

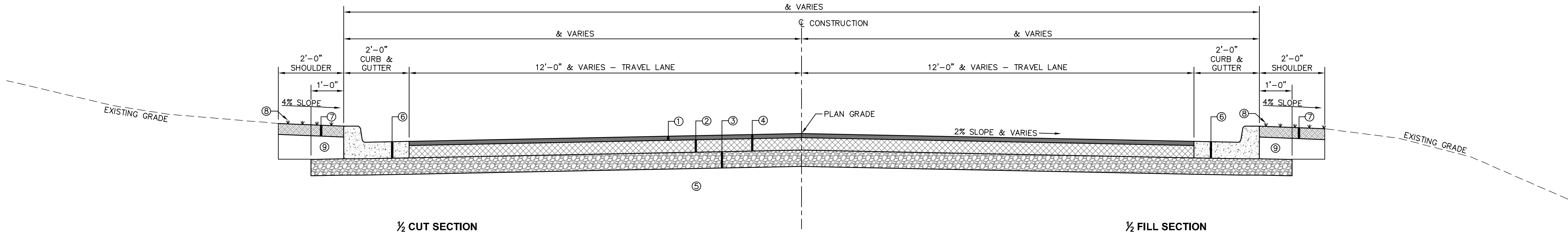
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STA 11+04.70 (BOP) TO STA 16+39.01
STA 21+11.90 TO STA 21+56.27
STA 24+89.36 TO STA 25+23.36
STA 30+98.00 TO STA 31+42.00
STA 35+88.48 TO STA 37+83.05
STA 39+66.01 TO STA 47+19.56 (EOP)



TYPICAL 2 LANE ROADWAY WITH MEDIAN - SECTION DETAIL

SCALE: 1" = 2'

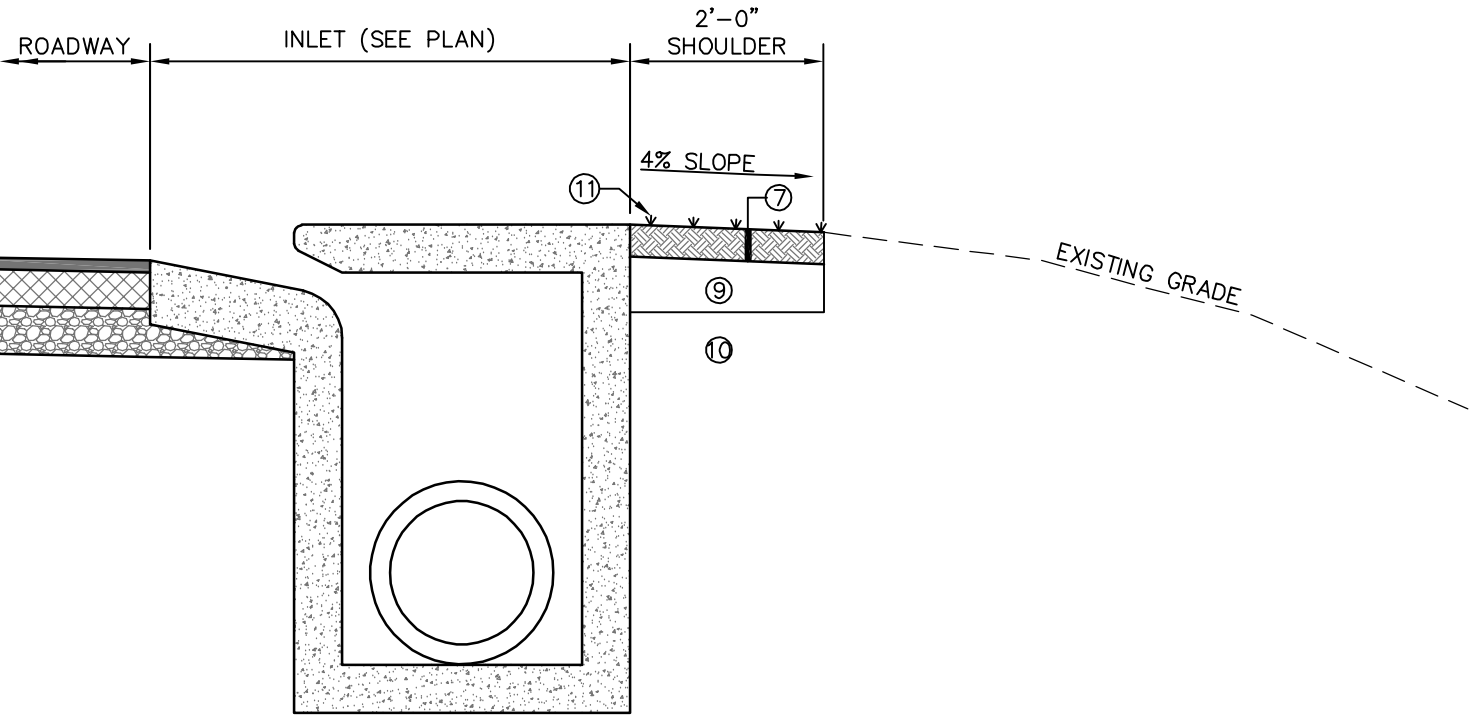
LAMAR BLVD
STA 16+39.01 TO STA 21+11.90
STA 21+56.27 TO STA 24+89.36
STA 25+23.36 TO STA 30+98.00
STA 31+72.00 TO STA 35+88.48
STA 37+83.05 TO STA 39+66.01



TYPICAL 2 LANE ROADWAY - SECTION DETAIL

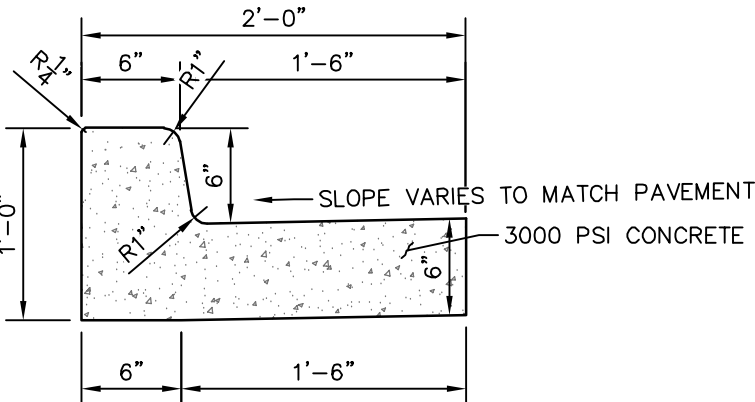
SCALE: 1" = 2'

OFFICE PARK DRIVE
STA 2+75.00 TO STA 3+31.15
ACCESS ROAD
STA 1+27.30 TO STA 1+75.00



TYPICAL PARTIAL ROADWAY SECTION AT CURB INLET

SCALE: 1" = 2'



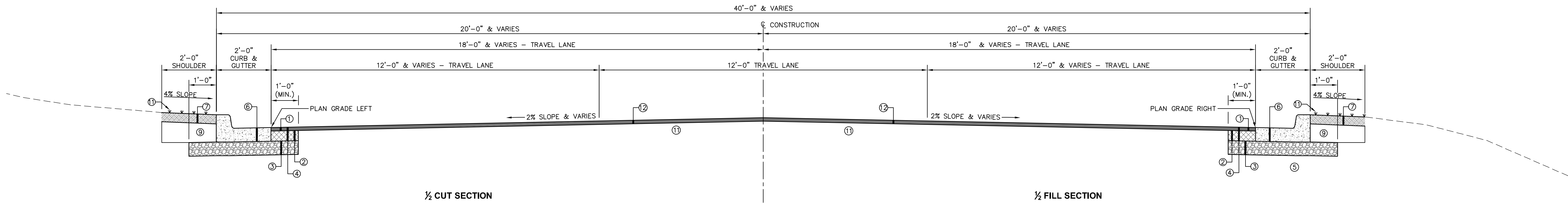
JOINT NOTE:
1/2" SCORED JOINTS REQUIRED @ 20' O.C.
1/2" EXPANSION JOINTS REQUIRED @ 60' O.C. WITH 1/2" EXPANSION MATERIAL
& JOINT SEALER, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

TYPICAL TYPE "1" MODIFIED
CONCRETE CURB & GUTTER SECTION DETAIL

SCALE: 1" = 1'

- 1 1/2" 9.5mm HOT BITUMINOUS ASPHALT (1 @ 1 1/2" LIFTS)
- 4 1/2" 19mm HOT BITUMINOUS ASPHALT (2 @ 2 1/4" LIFTS)
- 6" DEPTH SCARIFIED EXISTING SUBGRADE & (7%) SOIL-CEMENT TREATED DESIGN SOIL (MULTIPASS) SUBGRADE
- VARIABLE DEPTH PAVEMENT TO BE REMOVED
- EXISTING SUBGRADE
- EXISTING CONCRETE CURB, CURB & GUTTER AND/OR GUTTER SHALL BE REMOVED AND REPLACED WITH TYPE "1" MODIFIED CONCRETE CURB & GUTTER
- 4" DEPTH TOP SOIL (CONTRACTOR FURNISHED)
- GRASSING - SEE VEGETATION SCHEDULE
- 6" & VARIABLE DEPTH GRANULAR MATERIAL (CL 9, GP B) COMPACTED TO 95%
- VARIABLE DEPTH FILL MATERIAL (CL B9), AS REQ'D
- SOLID SOD (ZOYSIA) - SEE VEGETABLE SCHEDULE

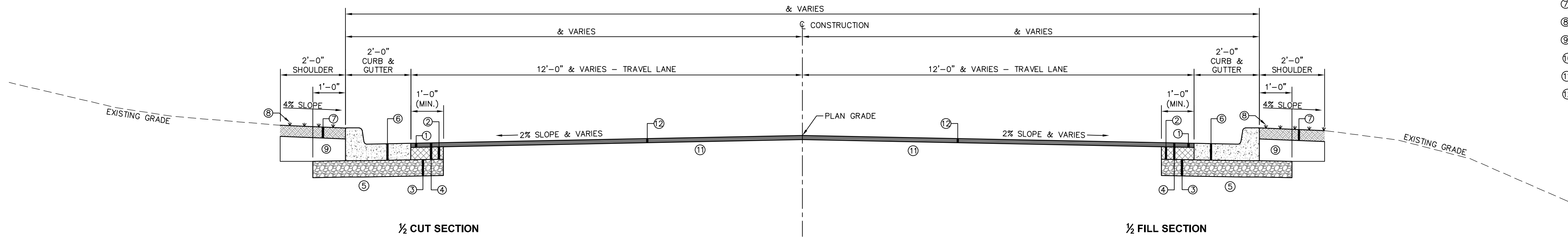
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TYPICAL ROADWAY SECTION DETAILS			
LAMAR BLVD RECONSTRUCTION CITY OF HATTIESBURG LAMAR COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
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Date: 06-11-2020	Working No. TS 1		
Drawing No.: 11248R	Sheet No. 4		



TYPICAL 3 LANE ROADWAY - SECTION DETAIL

SCALE: 1" = 2'

LAMAR BLVD.
STA 47+19.56 TO STA 47+44.56 (EOP)

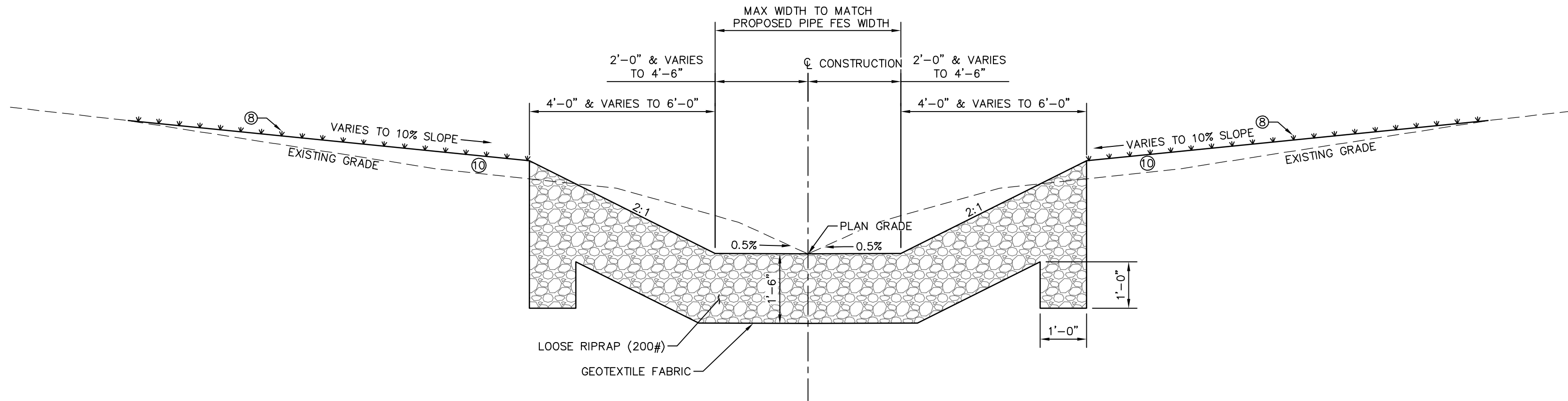


TYPICAL 2 LANE ROADWAY - SECTION DETAIL

SCALE: 1" = 2'

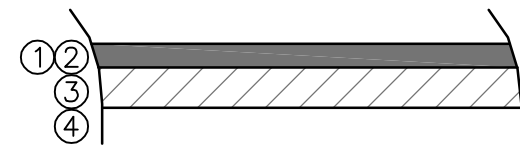
OFFICE PARK DRIVE
STA 2+50.00 TO STA 2+75.00
ACCESS ROAD
STA 1+75.00 TO STA 2+00.00

- ① 1 1/2" 9.5mm HOT BITUMINOUS ASPHALT (1 @ 1 1/2" LIFTS)
- ② 4 1/2" 19mm HOT BITUMINOUS ASPHALT (2 @ 2 1/4" LIFTS)
- ③ 6" DEPTH CRUSHED AGGREGATE (SIZE 610), COMPACTED TO 95%
- ④ VARIABLE DEPTH PAVEMENT TO BE REMOVED
- ⑤ EXISTING SUBGRADE
- ⑥ EXISTING CONCRETE CURB, CURB & GUTTER AND/OR GUTTER SHALL BE REMOVED AND REPLACED WITH TYPE "1" MODIFIED CONCRETE CURB & GUTTER
- ⑦ 4" DEPTH TOP SOIL (CONTRACTOR FURNISHED)
- ⑧ GRASSING - SEE VEGETATION SCHEDULE
- ⑨ 6" & VARIABLE DEPTH GRANULAR MATERIAL (CL 9, GP B) COMPACTED TO 95%
- ⑩ VARIABLE DEPTH FILL MATERIAL (CL B9)
- ⑪ EXISTING ROADWAY & SUBGRADE
- ⑫ SEE MILL & OVERLAY SECTION (BELOW)



TYPICAL RIPRAP DITCH SECTION

SCALE: 1" = 2'

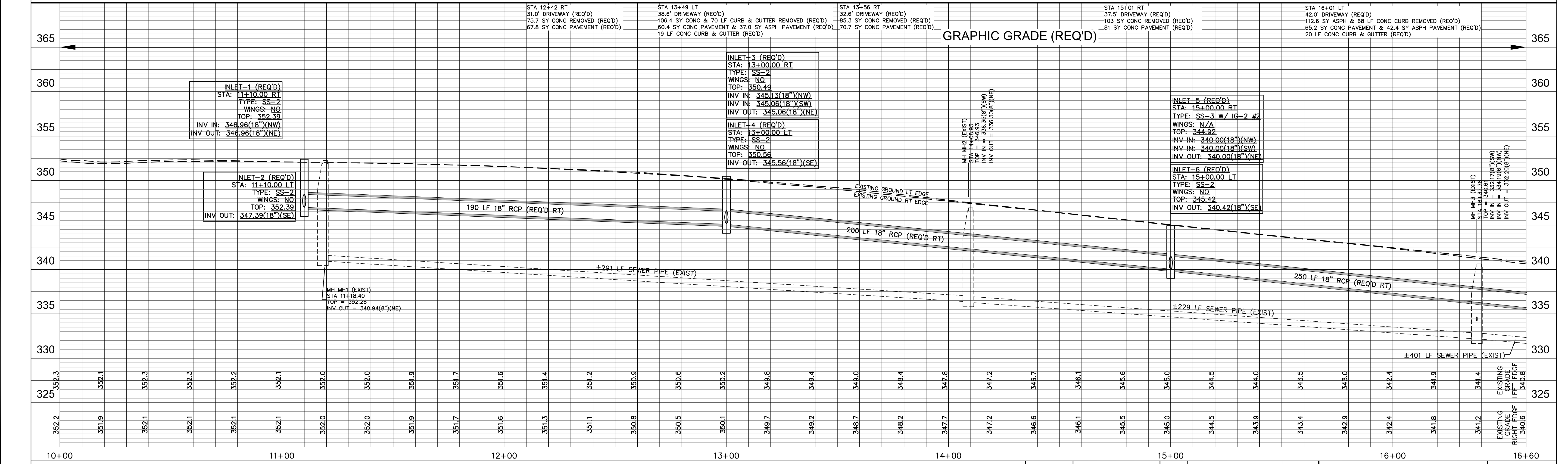
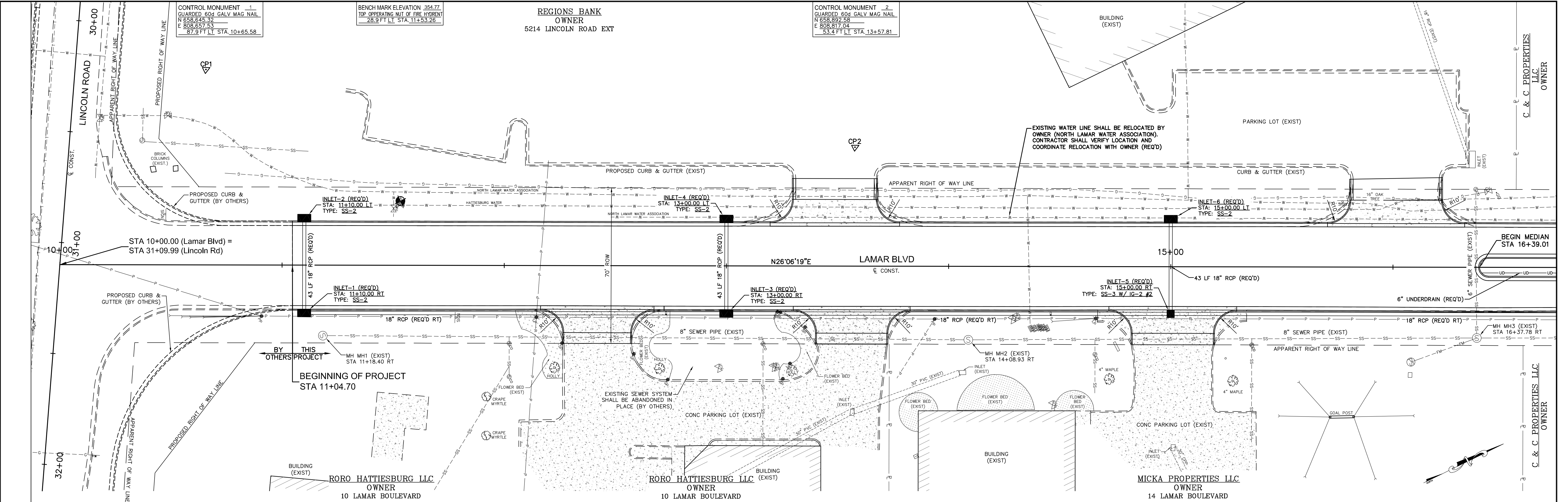


- ① 1 1/2" 9.5mm HOT BITUMINOUS ASPHALT (1 @ 1 1/2" LIFTS)
- ② VARIABLE DEPTH LEVELING HOT BITUMINOUS ASPHALT
- ③ 1 1/2" & VARIABLE DEPTH MILLING
- ④ EXISTING PAVEMENT TO REMAIN

TYPICAL ASPHALT MILL & OVERLAY PAVEMENT SECTION
NOT TO SCALE

NO.	DATE	DESCRIPTION	BY
TYPICAL ROADWAY SECTION DETAILS			
LAMAR BLVD RECONSTRUCTION CITY OF HATTIESBURG LAMAR COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
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Date: 06-11-2020	Working No. TS 2		
Drawing No.: 11248R	Sheet No. 5		

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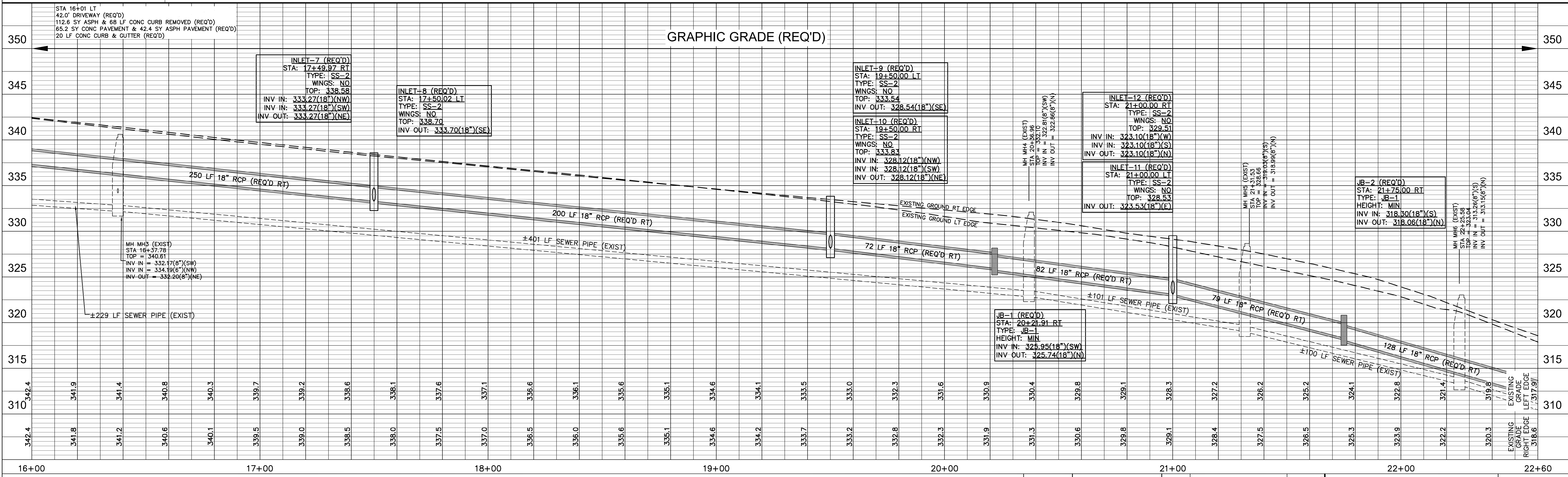
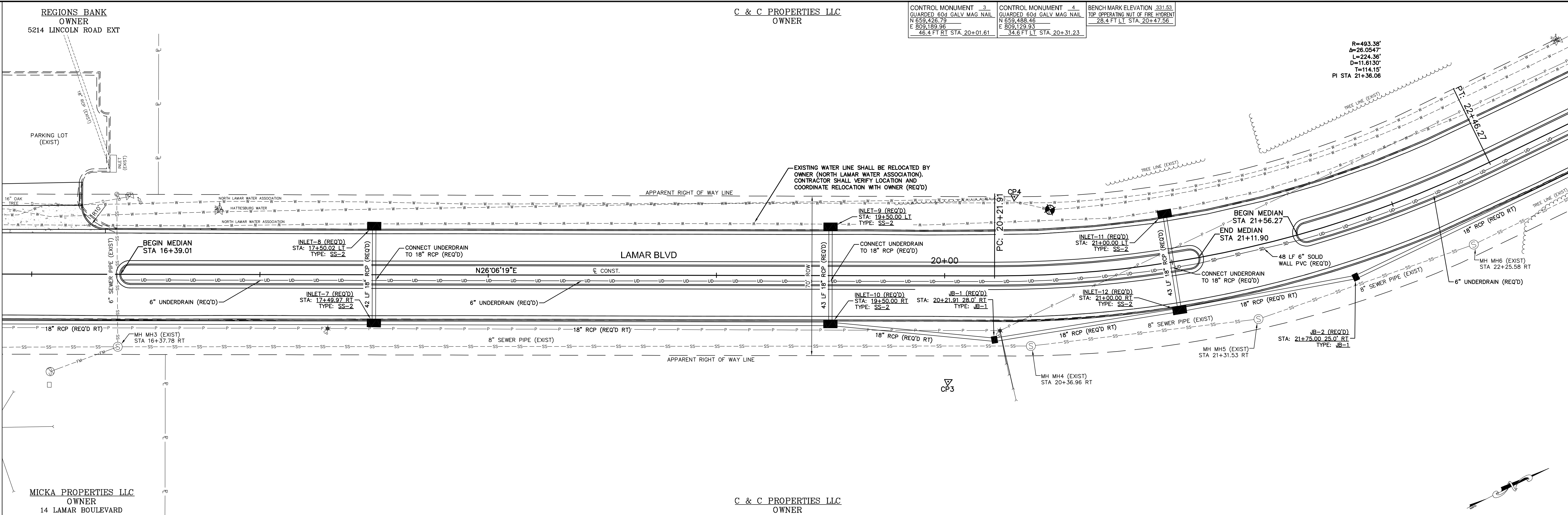


LAMAR BLVD STA 10+00 - STA 16+60

LAMAR BOULEVARD RECONSTRUCTION
HATTIESBURG, MISSISSIPPI

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			DATE: 06-11-2020		
			CHECKED BY: SEM		
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DATE	REVISION	BY	301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sdw.com		
			WORKING No. <u>PnP 1</u>		
			SHEET NO. <u>6</u>		

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LAMAR BLVD STA 16+00 - STA 22+60

LAMAR BOULEVARD RECONSTRUCTION
HATTIESBURG, MISSISSIPPI

DATE	REVISION	BY

sdw

Engineering Progress

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DATE: 06-11-2020

CHECKED BY: SEM

SCALE: 1" = 20' H, 1" = 5' V

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WORKING No. PnP 2

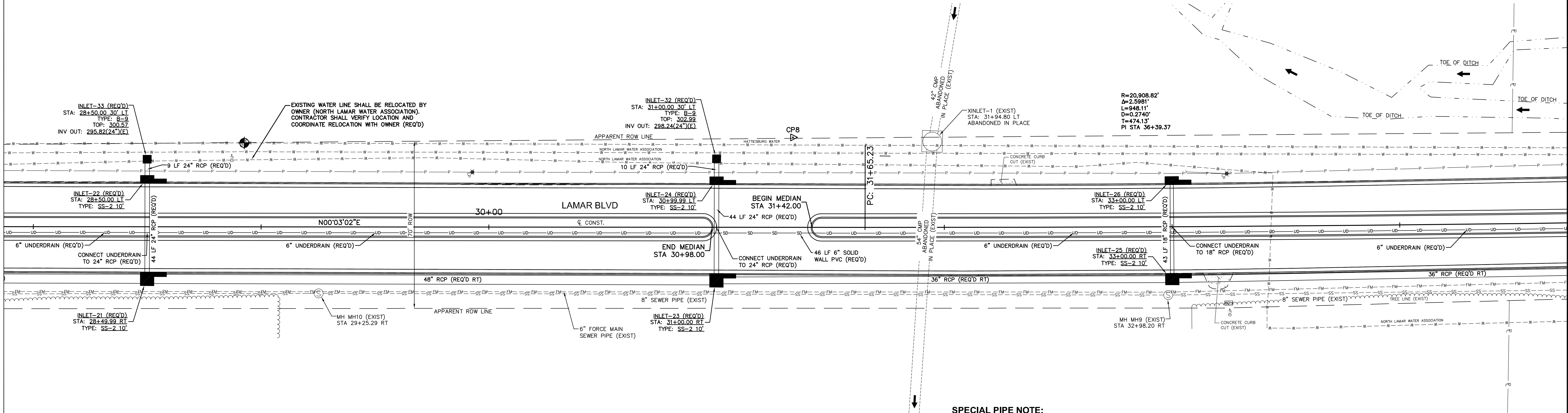
SHEET NO. 7

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BENCHMARK ELEVATION 298.24
TOP OPERATING NUT OF FIRE HYDRANT
36.9 FT LT STA 28+92.59

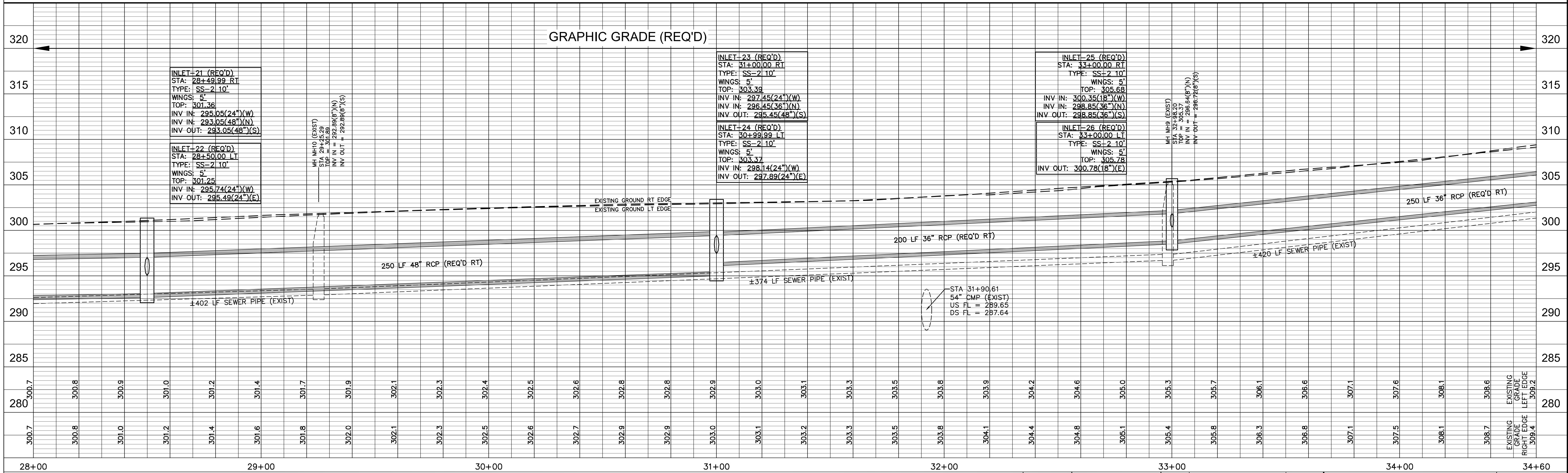
DENNIS L PIERCE
OWNER

CONTROL MONUMENT .8
GUARDED 60d GALV MAG NAIL
N 660.569.38
E 809.168.80
39.6 FT LT STA 31+33.54



SPECIAL PIPE NOTE:

54\"/>



LAMAR BLVD STA 28+00 - STA 34+60

LAMAR BOULEVARD RECONSTRUCTION
HATTIESBURG, MISSISSIPPI

DATE	REVISION	BY	DRAWN BY: RES/SLS/BT DATE: 06-11-2020 CHECKED BY: SEM SCALE: 1" = 20' H, 1" = 5' V
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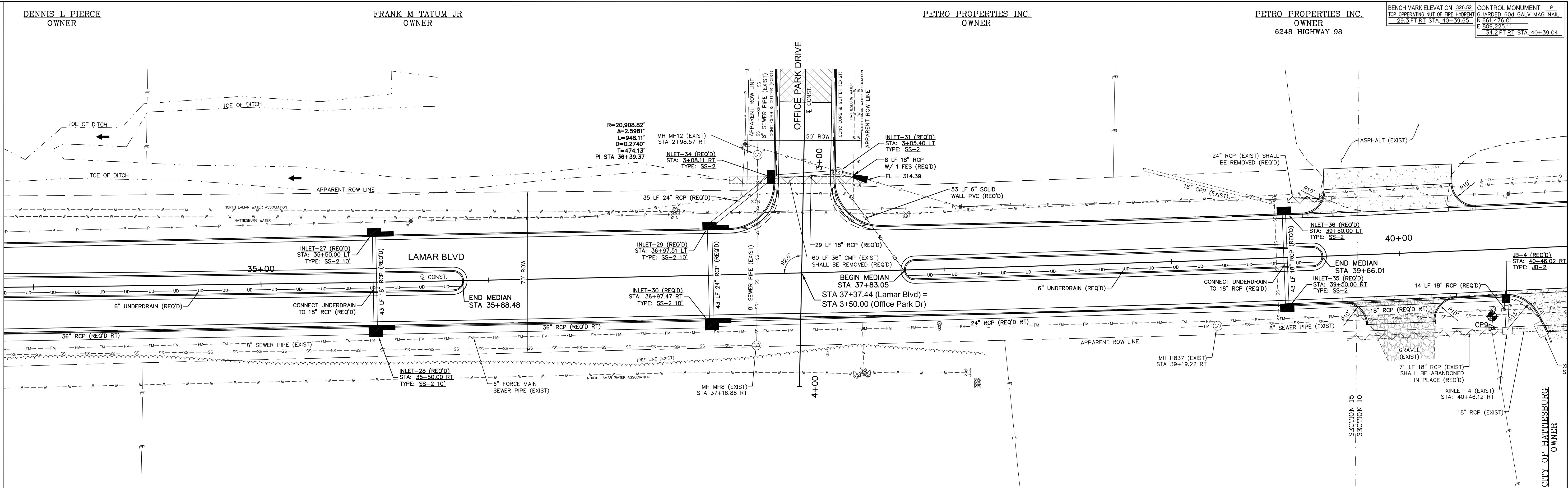
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DRAWING NO.
11248R
WORKING No. PnP 4
SHEET NO. 9

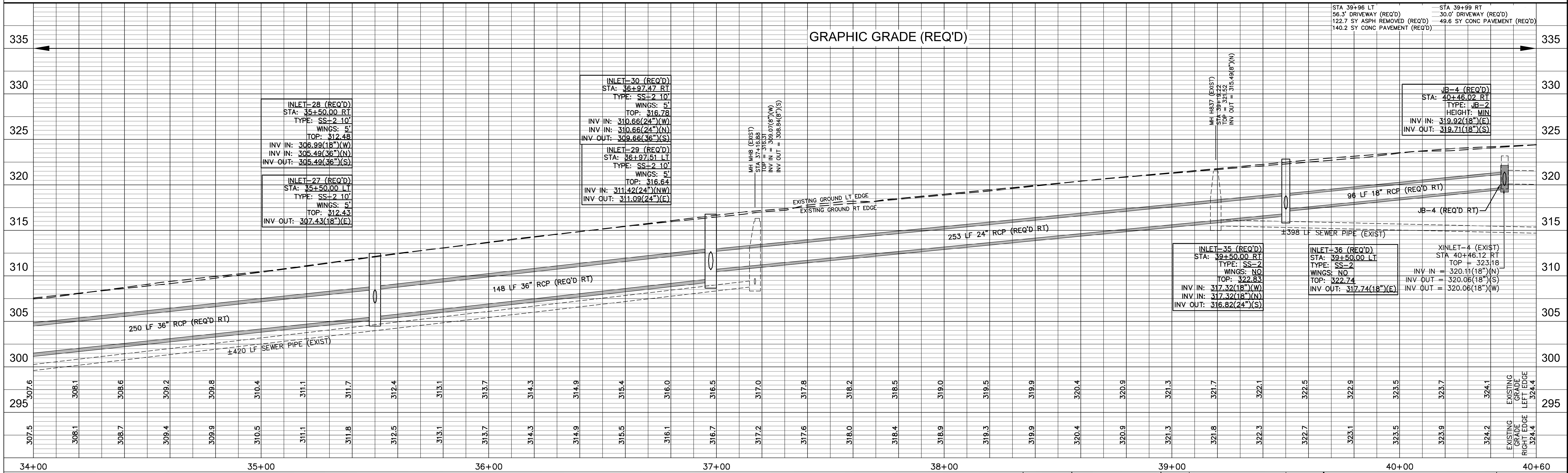
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DENNIS L PIERCE
OWNER

GRAHAM DEVELOPMENT
OWNER

CRONIN PROPERTIES LLC
OWNER



LAMAR BLVD STA 34+00 - STA 40+60

LAMAR BOULEVARD RECONSTRUCTION
HATTIESBURG, MISSISSIPPI

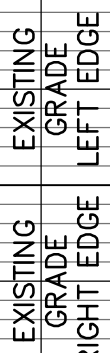
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DATE: 06-11-2020
CHECKED BY: SEM
SCALE: 1" = 20' H, 1" = 5' V

sdw

Engineering Progress

301 Second Ave., Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

DRAWING NO.
11248R
WORKING No. PnP 5
SHEET NO. 10



LAMAR BOULEVARD RECONSTRUCTION HATTIESBURG, MISSISSIPPI

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DRAWING NO.
11248R
WORKING No. PnP 7
SHEET NO. 12

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CONTROL MONUMENT 6	CONTROL MONUMENT 7
GUARDED 60d GALV MAG NAIL	GUARDED 60d GALV MAG NAIL
N 659.991.10	N 860.015.34
E 809.182.55	E 809.228.74
5.9 FT RT STA 1+96.31	5.2 FT RT STA 2+48.64

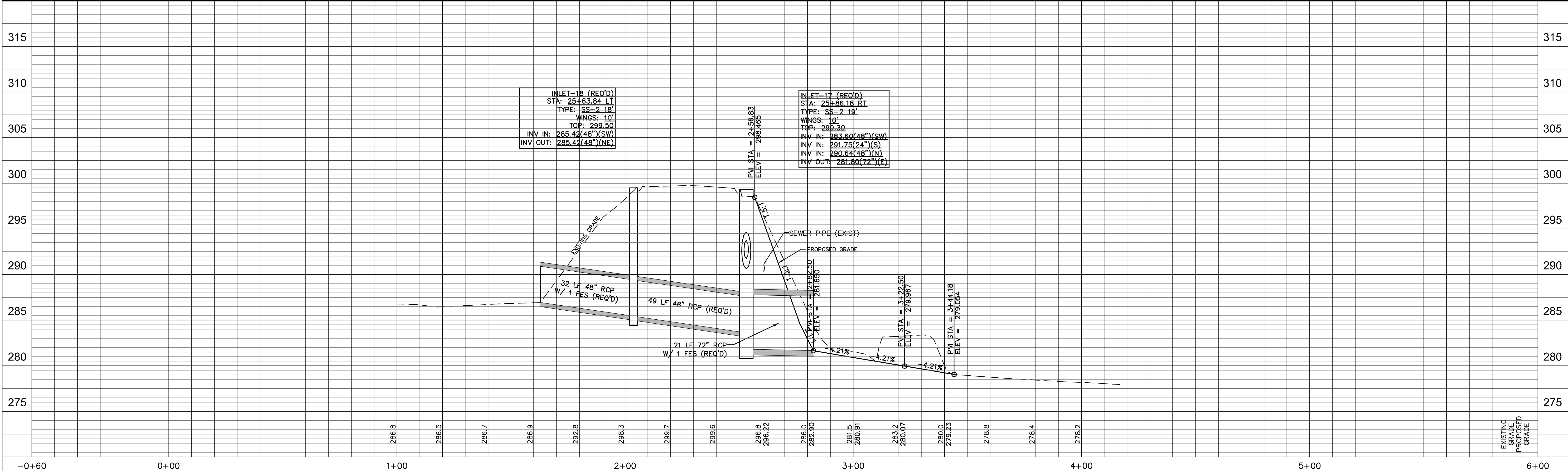
DENNIS L PIERCE
OWNER

DENNIS L PIERCE
OWNER

C C PROPERTIES LLC
OWNER

C C PROPERTIES LLC
OWNER

CITY OF HATTIESBURG
OWNER



LOWER DRAIN STA 1+00 - STA 4+00

LAMAR BOULEVARD RECONSTRUCTION
HATTIESBURG, MISSISSIPPI

DATE	REVISION	BY

DRAWN BY: RES/BT

DATE: 06-11-2020

CHECKED BY: SEM

SCALE: 1" = 20' H, 1" = 5' V

sdw

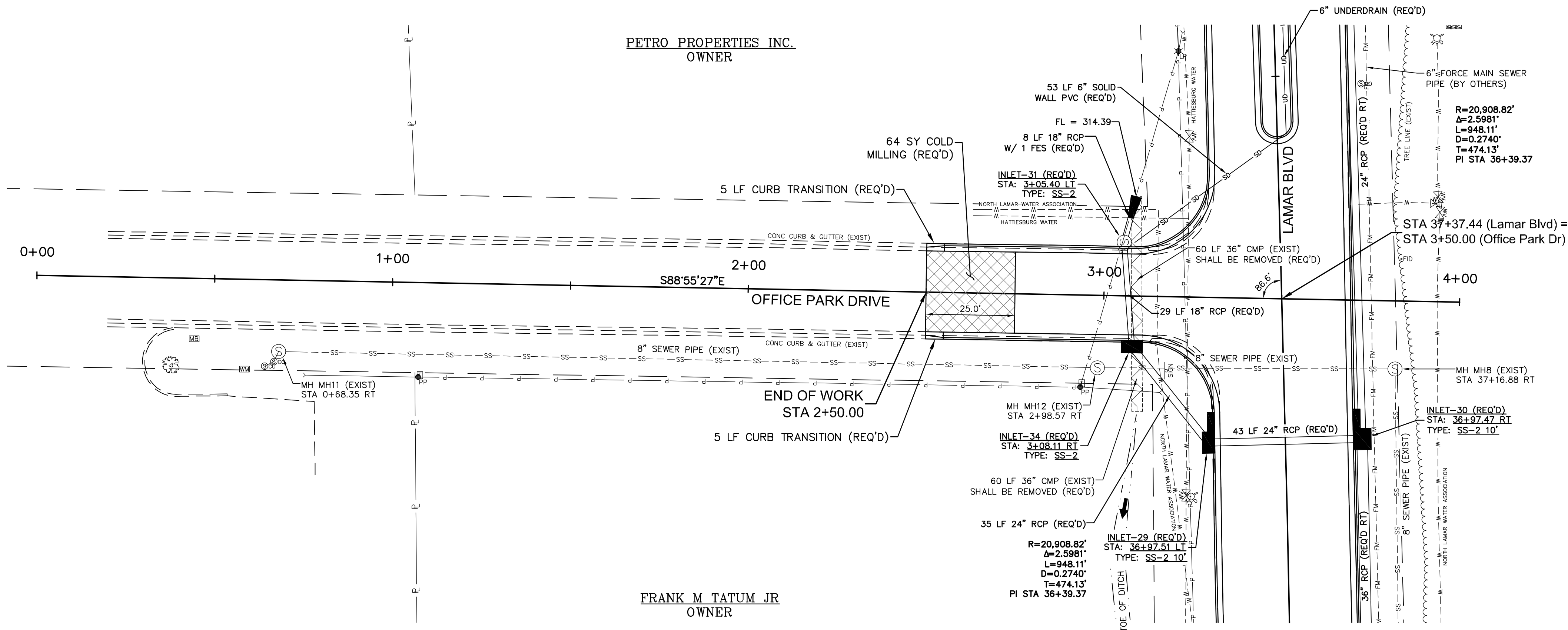
Engineering Progress

301 Second Ave., | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

DRAWING NO.
11248R

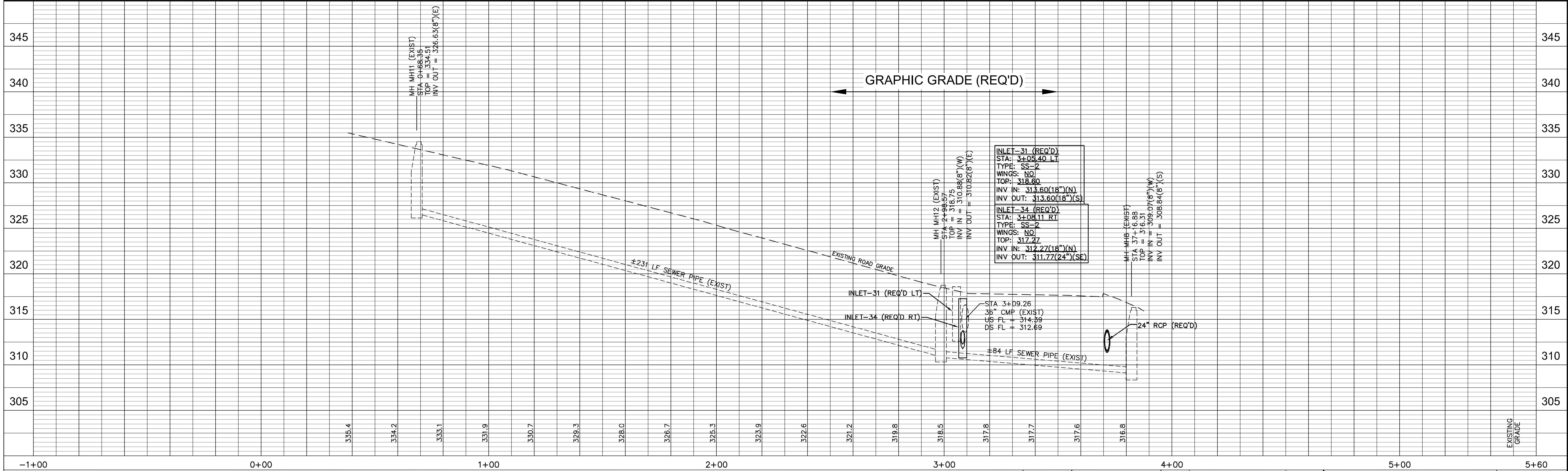
WORKING No. PnP 8

SHEET NO. 13



GRAHAM DEVELOPMENT
OWNER

FRANK M. TATUM JR
OWNER



OFFICE PARK DR STA 2+50 - STA 3+50

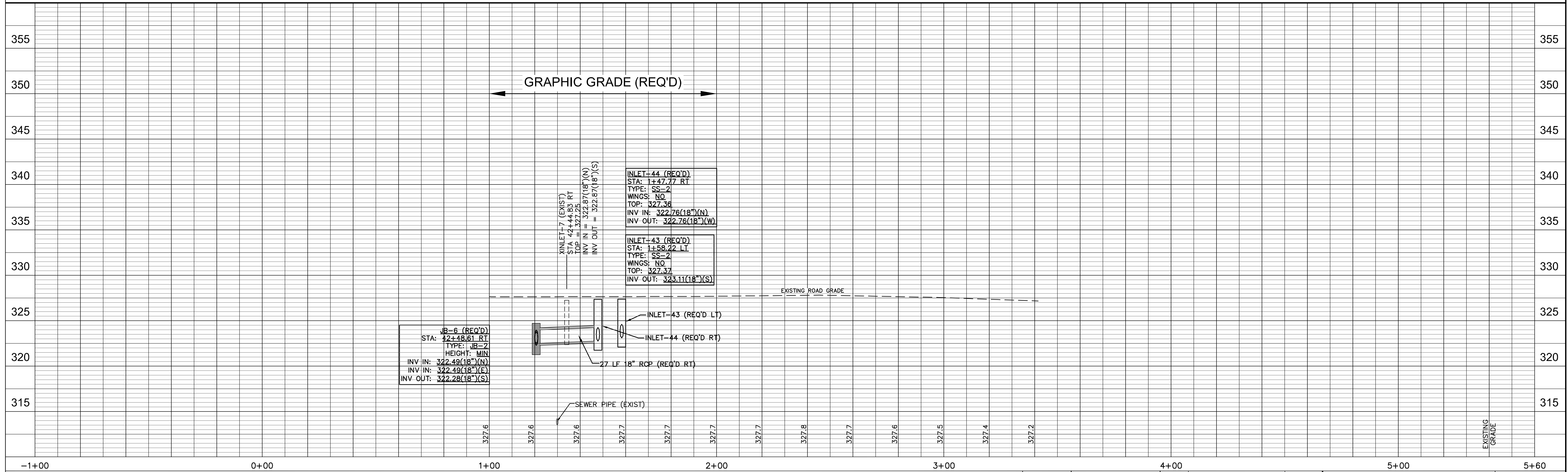
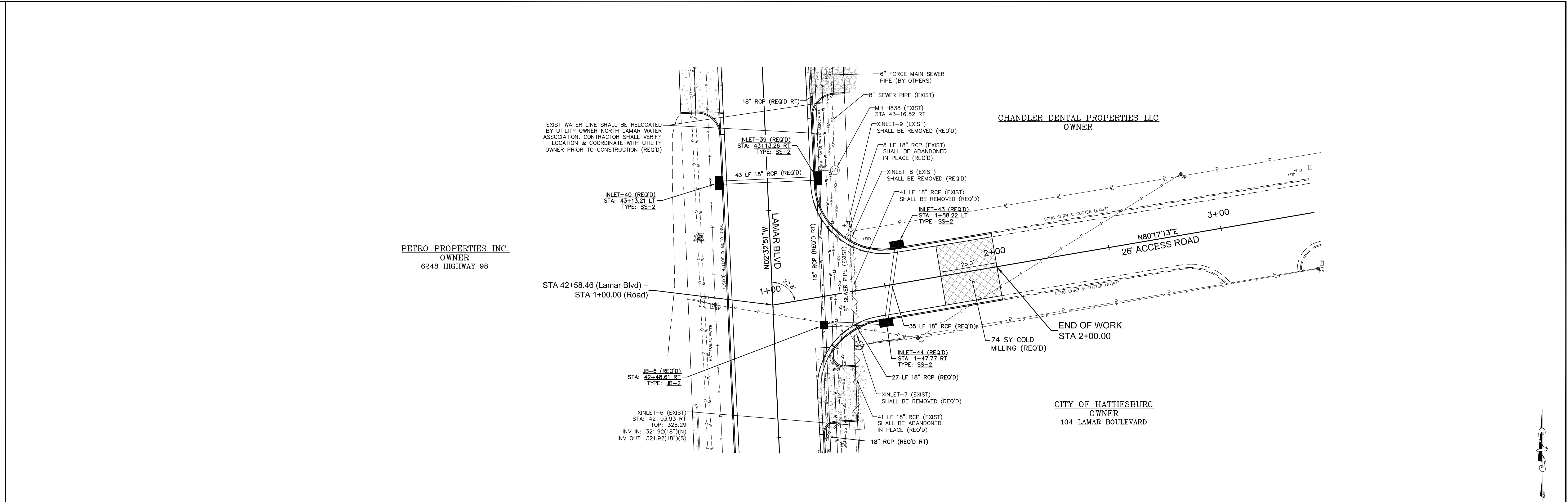
LAMAR BOULEVARD RECONSTRUCTION
HATTIESBURG, MISSISSIPPI

DATE	REVISION	BY	DRAWN BY: RES/BT DATE: 06-11-2020 CHECKED BY: SEM SCALE: 1" = 20' H, 1" = 5' V

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DRAWING NO.
11248R
WORKING No. PnP 9
SHEET NO. 14

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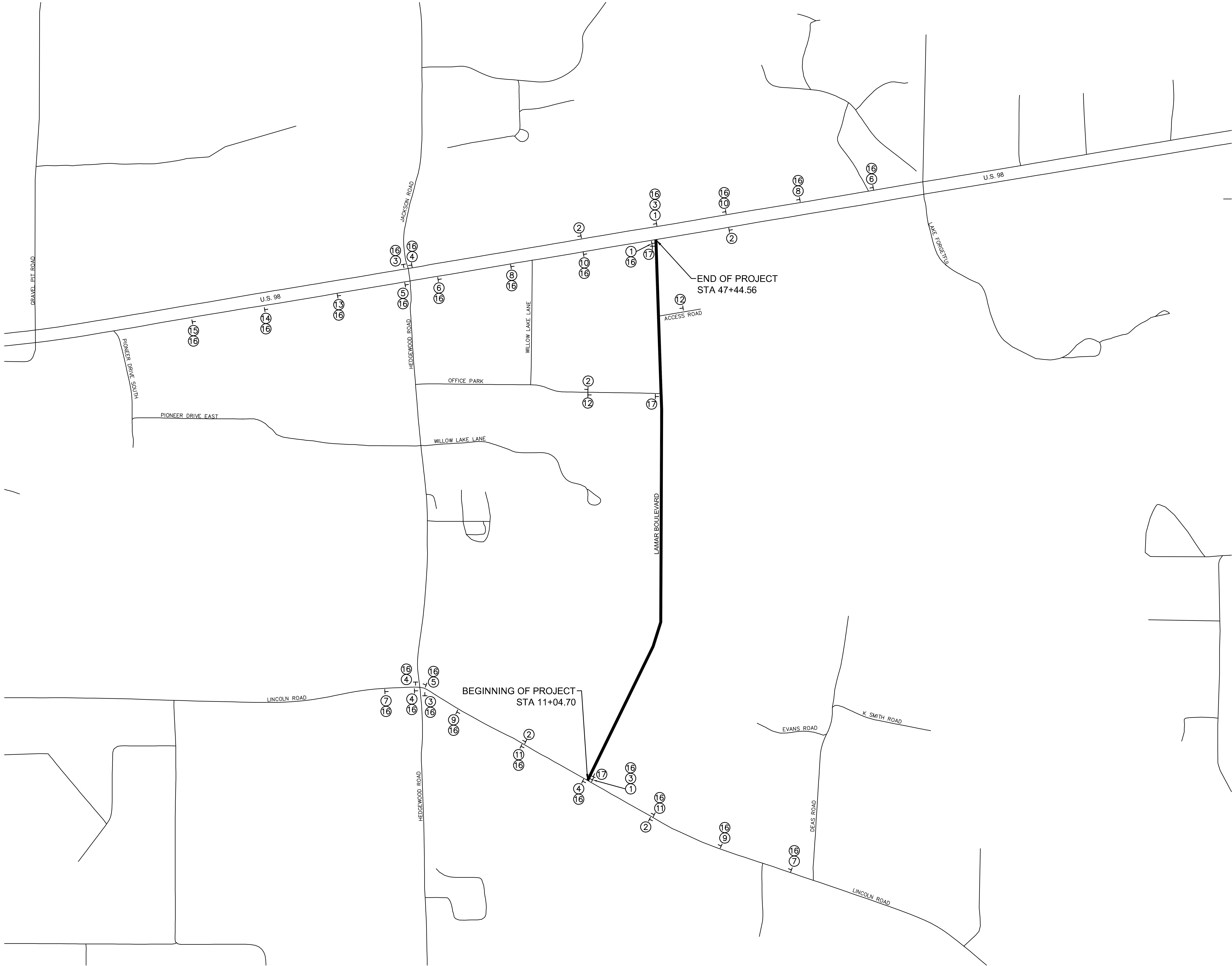


ACCESS ROAD STA 1+00 - STA 2+00

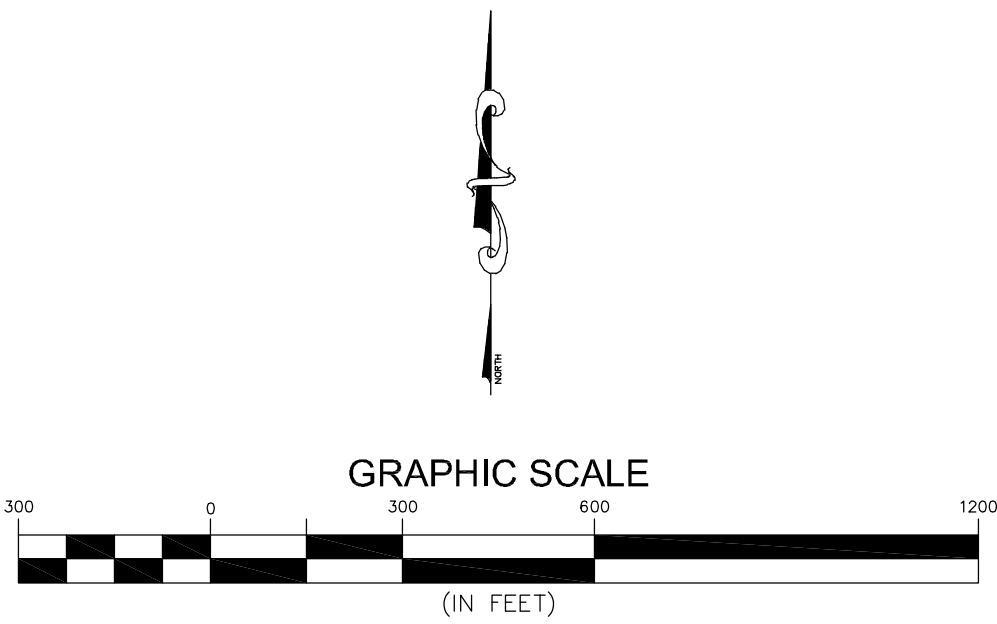
LAMAR BOULEVARD RECONSTRUCTION
HATTIESBURG, MISSISSIPPI

DATE	REVISION	BY	DRAWN BY: RES/BT DATE: 06-11-2020 CHECKED BY: SEM SCALE: 1" = 20' H, 1" = 5' V	sdw Engineering Progress 301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com	DRAWING NO. 11248R WORKING No. PnF 10 SHEET NO. 15
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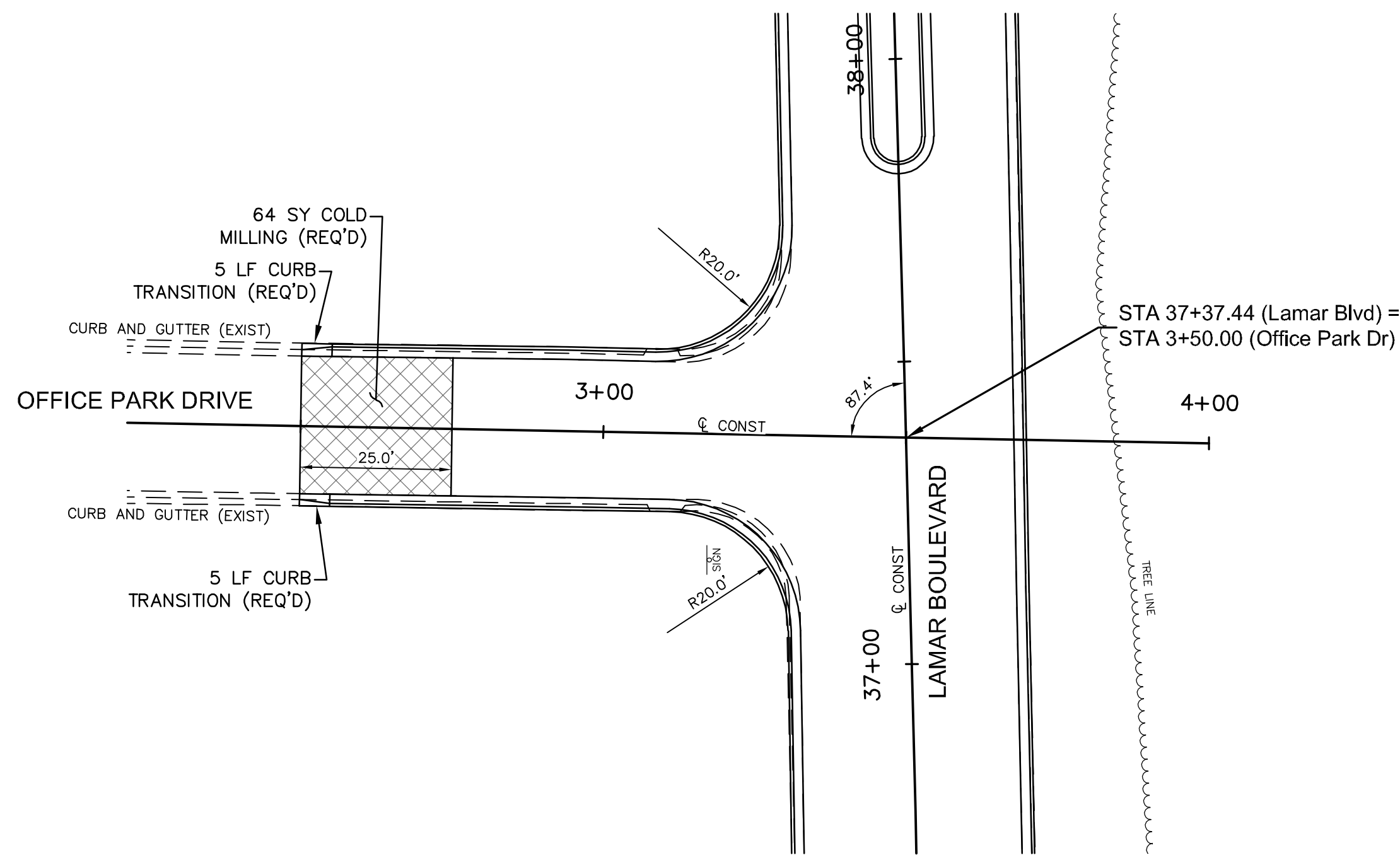
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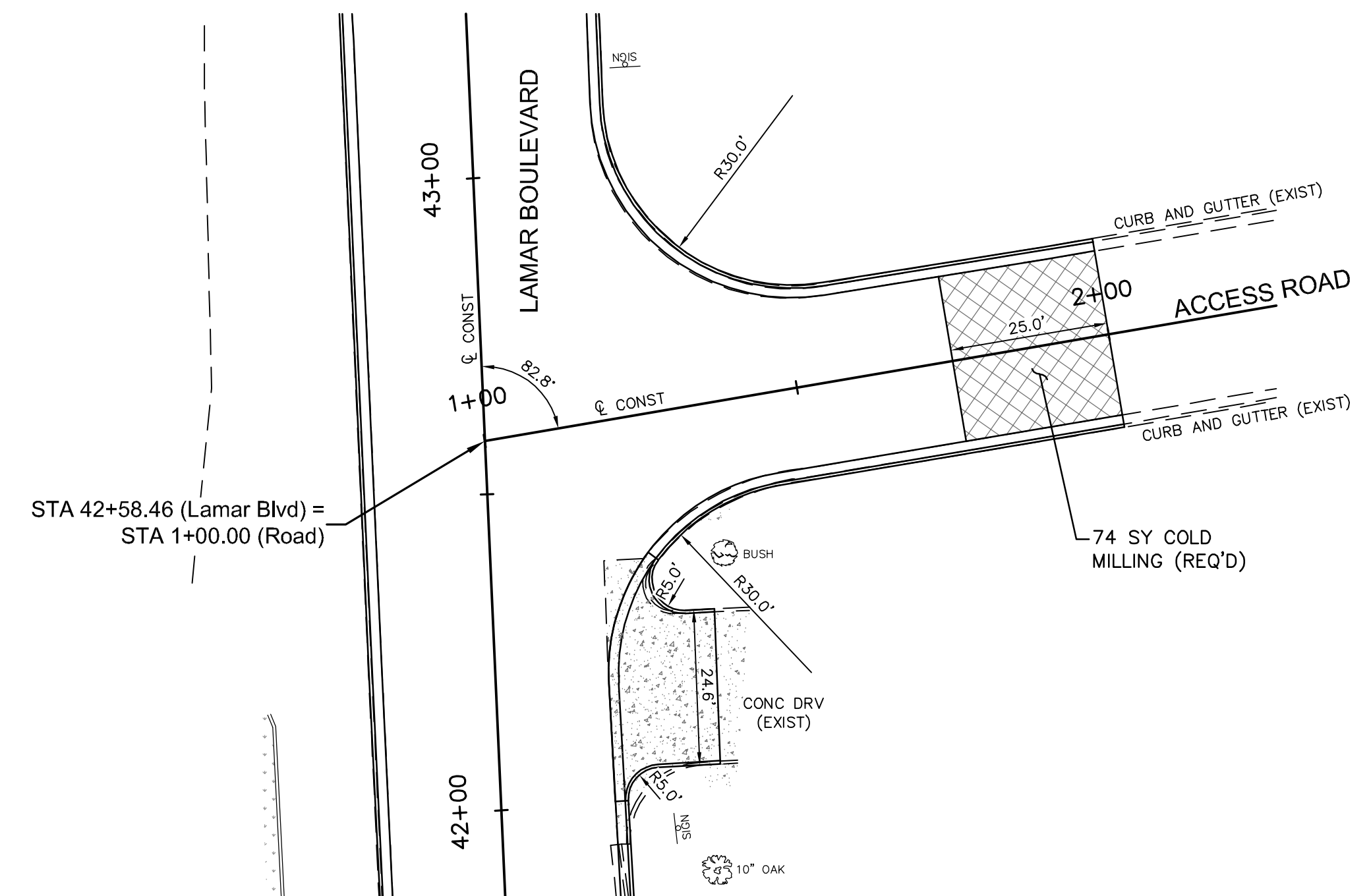
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NOTE	SIZE	SIGN No.	REMARKS
1	60"x36"	G20-1	BEGIN ROAD WORK
2	60"x24"	G20-2A	END ROAD WORK
3	48"x36"	M4-9	DETOUR
4	48"x36"	M4-9BL	DETOUR TURN LEFT
5	48"x36"	M4-9BR	DETOUR TURN RIGHT
6	48"x48"	W20-1	ADVANCED ROAD WORK 1500 FT
7	36"x36"	W20-1	ADVANCED ROAD WORK 1500 FT
8	48"x48"	W20-1	ADVANCED ROAD WORK 1000 FT
9	36"x36"	W20-1	ADVANCED ROAD WORK 1000 FT
10	48"x48"	W20-1	ADVANCED ROAD WORK 500 FT
11	36"x36"	W20-1	ADVANCED ROAD WORK 500 FT
12	36"x36"	W20-1	ADVANCED ROAD WORK AHEAD
13	48"x48"	W20-2	ADVANCED DETOUR 1500 FT
14	48"x48"	W20-2	ADVANCED DETOUR 1000 FT
15	48"x48"	W20-2	ADVANCED DETOUR 500 FT
16	30"x6"	SD-1	LAMAR BLVD
17	60"x30"	R11-4	ROAD CLOSED TO THRU TRAFFIC, MOUNTED ON TYPE III BARRICADE, SINGLE FACED, 8 FT WIDE



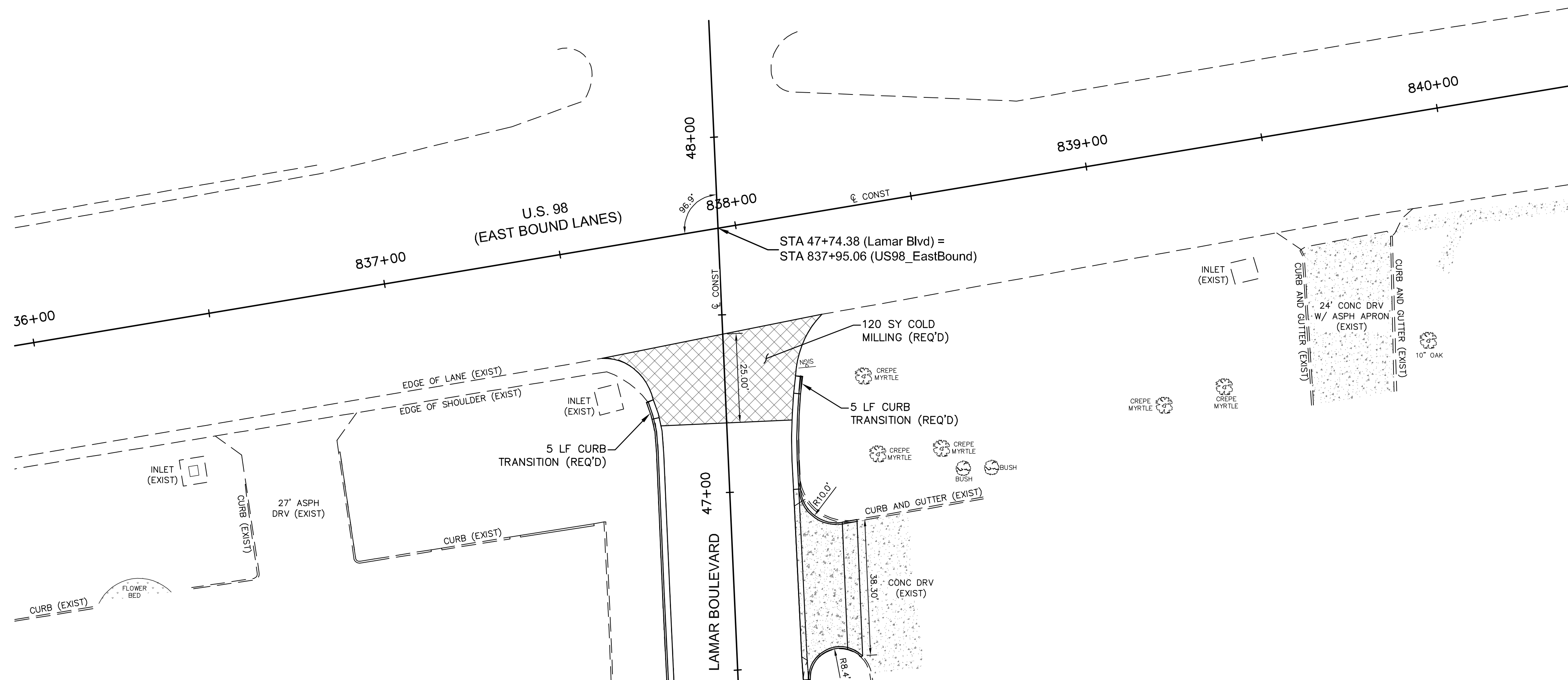
NO.	DATE	DESCRIPTION	BY
TRAFFIC CONTROL PLAN			
LAMAR BOULEVARD RECONSTRUCTION			
CITY OF HATTIESBURG			
LAMAR COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES		Checked by: SEM	Scale: AS NOTED
Date: 06-11-2020		Working No. TCP 1	
Drawing No.: 11248R		Sheet No. 16	



LAMAR BLVD &
OFFICE PARK DR

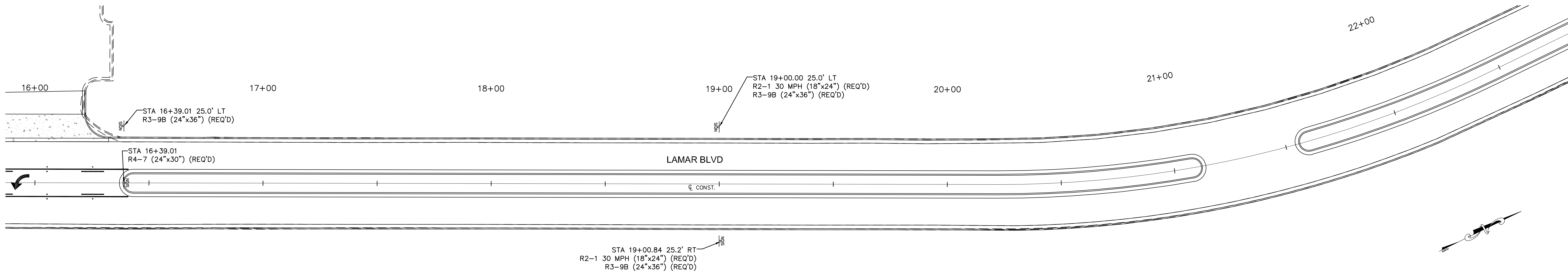
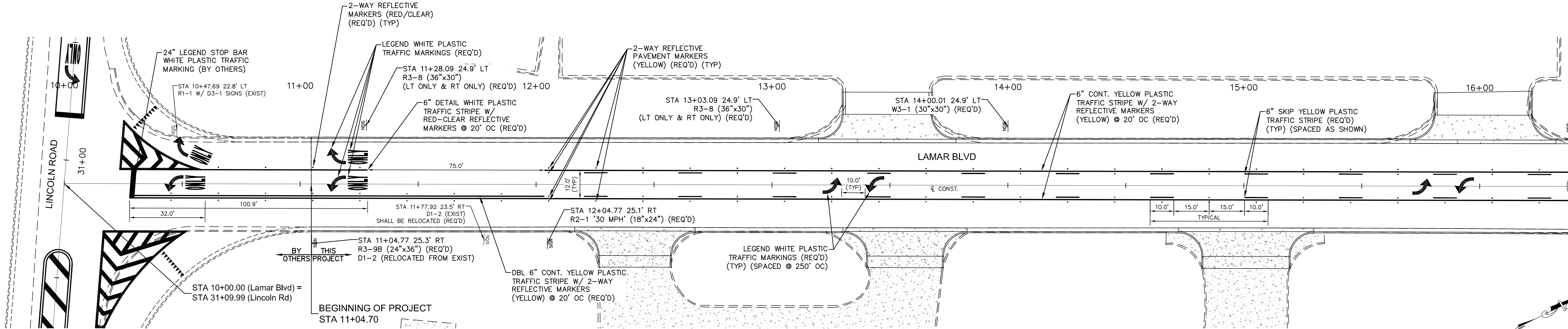


LAMAR BLVD &
ROAD
LAMAR BLVD &
US HWY 98 EAST



NO.	DATE	DESCRIPTION	BY
INTERSECTION DETAIL PLAN			
LAMAR BOULEVARD RECONSTRUCTION			
CITY OF HATTIESBURG			
LAMAR COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES/SLS		Checked by: SEM	Scale: 1" = 20'
Date: 06-11-2020		Working No.	IDP 1
Drawing No.: 11248R		Sheet No.	17

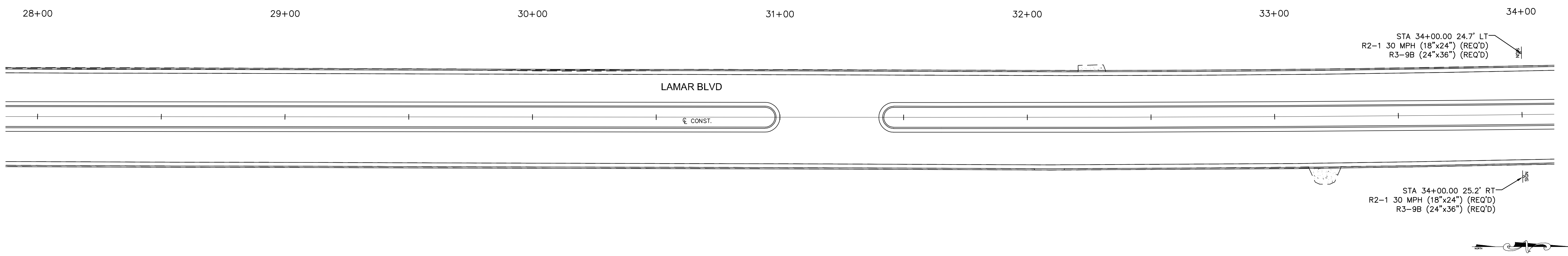
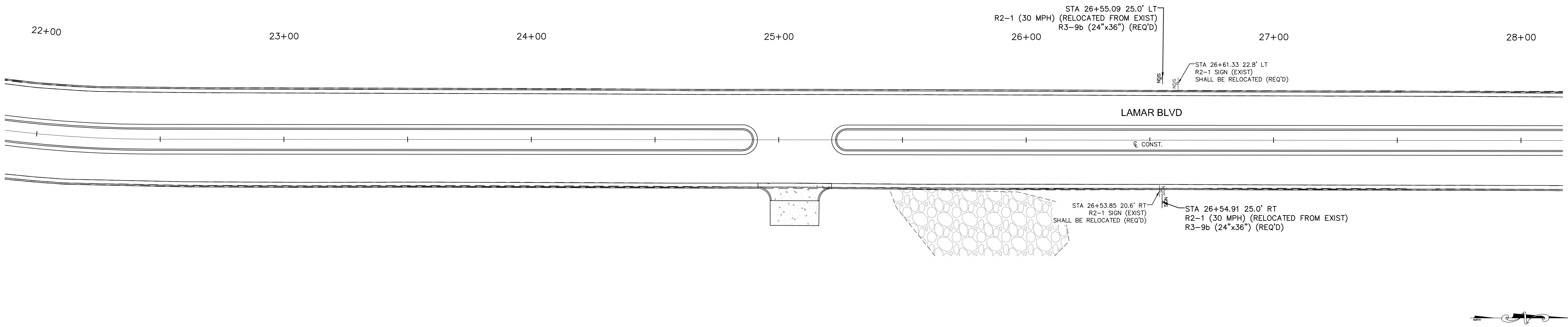
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- NOTES:**
- ROAD NAMES SHOWN ON THIS PLAN ARE NOT PAVEMENT MARKINGS.
 - ALL PROPOSED SIGNS SHALL BE MOUNTED ON STEEL 3.0 LBS/FT U-SECTION POSTS PER STANDARD DETAILS, UNLESS OTHERWISE NOTED.
 - RAISED REFLECTIVE PAVEMENT MARKERS SHALL BE INSTALLED AS NOTED.
 - WHERE MULTIPLE SIGNS ARE SHOWN ON THIS PLAN, SIGNS SHALL BE MOUNTED IN THE ORDER AS LISTED FROM TOP TO BOTTOM.
 - ALL TEMPORARY STRIPING & MARKINGS SHALL BE PAINT & PLACED TO MATCH PERMANENT STRIPING & MARKINGS AND AS DIRECTED. PAID UNDER ITEM No. 618-A, MAINTENANCE OF TRAFFIC

NO.	DATE	DESCRIPTION	BY
PAVEMENT MARKING & SIGNAGE PLAN			
LAMAR BOULEVARD RECONSTRUCTION			
CITY OF HATTIESBURG			
LAMAR COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES/SLS	Checked by: SEM	Scale: 1" = 20'	
Date: 06-11-2020	Working No. MP 1		
Drawing No.: 11248R	Sheet No. 18		

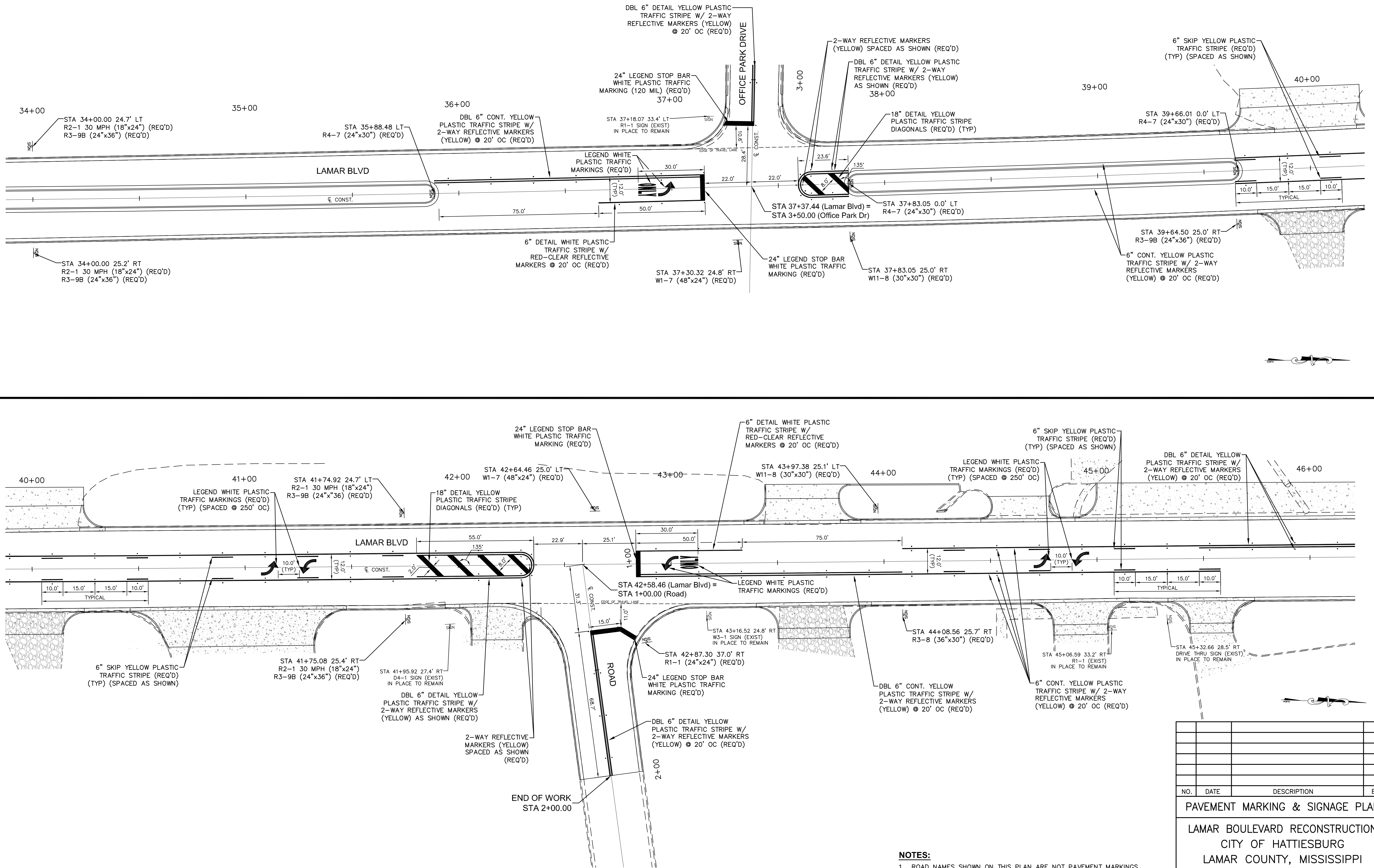
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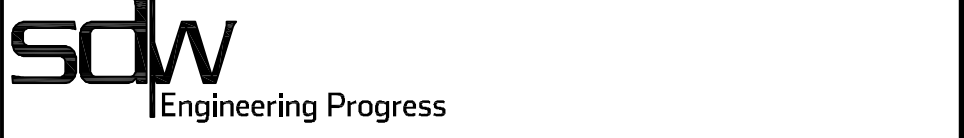
- NOTES:**
- ROAD NAMES SHOWN ON THIS PLAN ARE NOT PAVEMENT MARKINGS.
 - ALL PROPOSED SIGNS SHALL BE MOUNTED ON STEEL 3.0 LBS/FT U-SECTION POSTS PER STANDARD DETAILS, UNLESS OTHERWISE NOTED.
 - RAISED REFLECTIVE PAVEMENT MARKERS SHALL BE INSTALLED AS NOTED.
 - WHERE MULTIPLE SIGNS ARE SHOWN ON THIS PLAN, SIGNS SHALL BE MOUNTED IN THE ORDER AS LISTED FROM TOP TO BOTTOM.
 - ALL TEMPORARY STRIPING & MARKINGS SHALL BE PAINT & PLACED TO MATCH PERMANENT STRIPING & MARKINGS AND AS DIRECTED. PAID UNDER ITEM No. 618-A, MAINTENANCE OF TRAFFIC

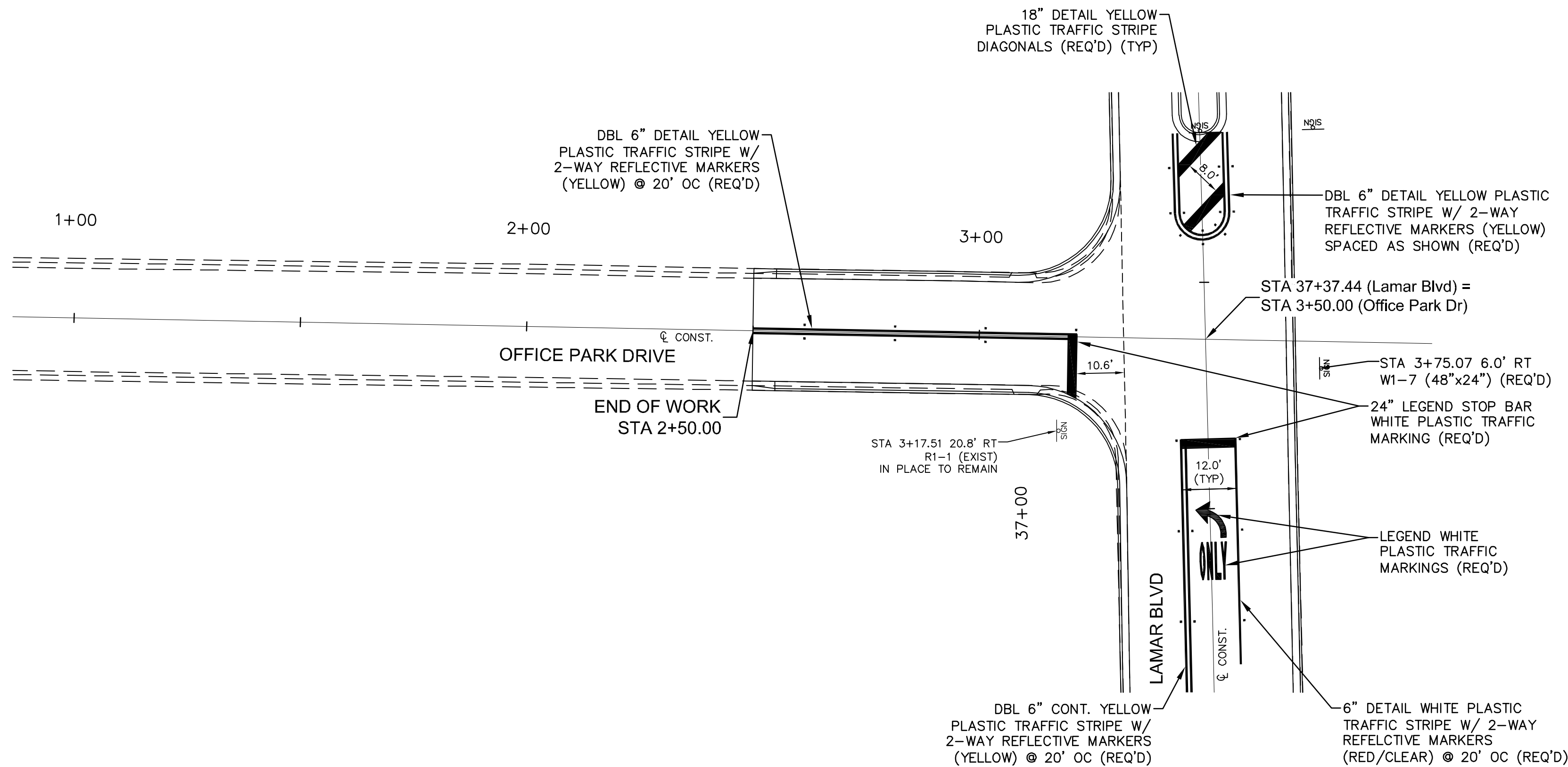
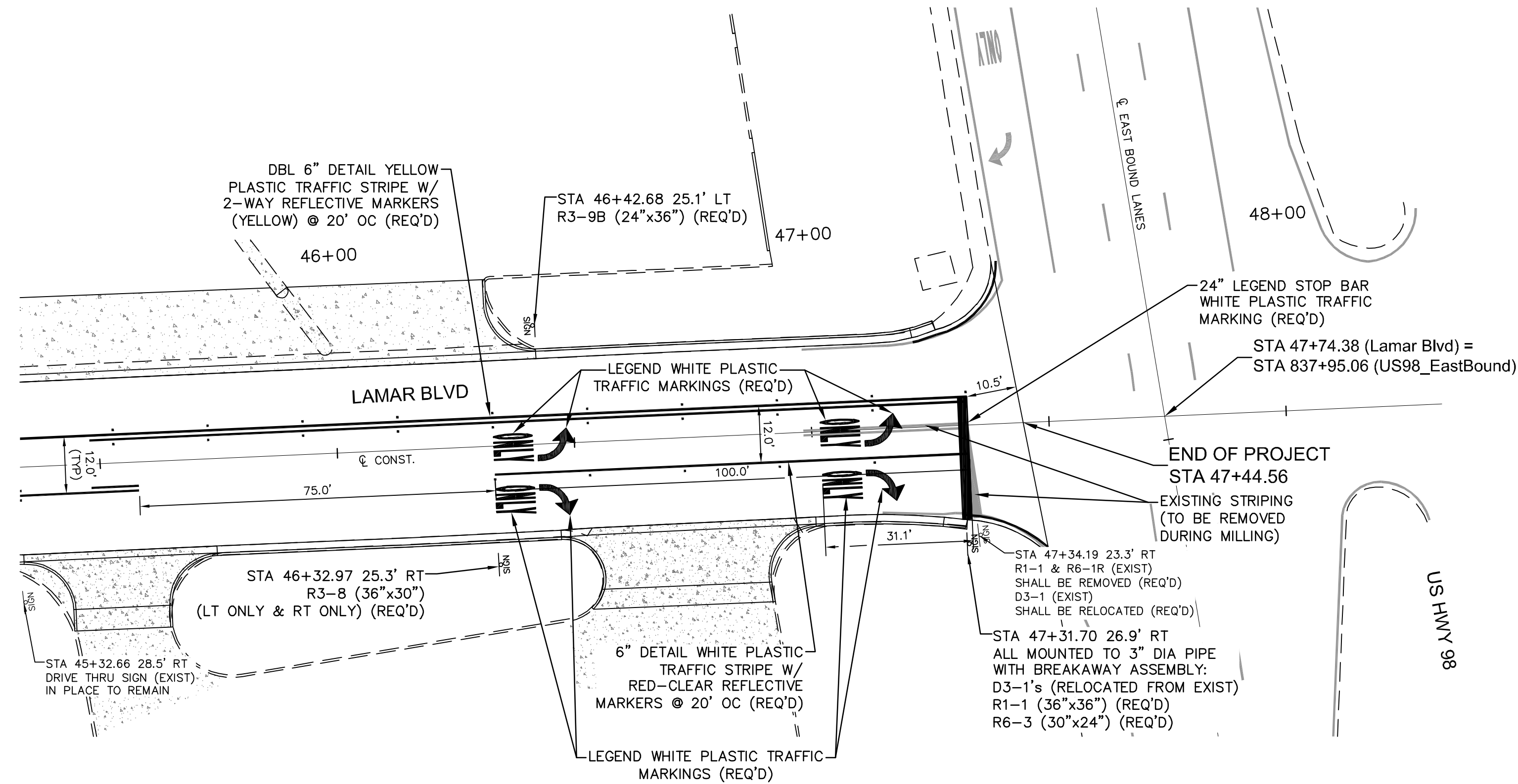
NO.	DATE	DESCRIPTION	BY
PAVEMENT MARKING & SIGNAGE PLAN			
LAMAR BOULEVARD RECONSTRUCTION CITY OF HATTIESBURG LAMAR COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES/SLS		Checked by: SEM	Scale: 1" = 20'
Date: 06-11-2020		Working No.	MP 2
Drawing No.: 11248R		Sheet No. 19	

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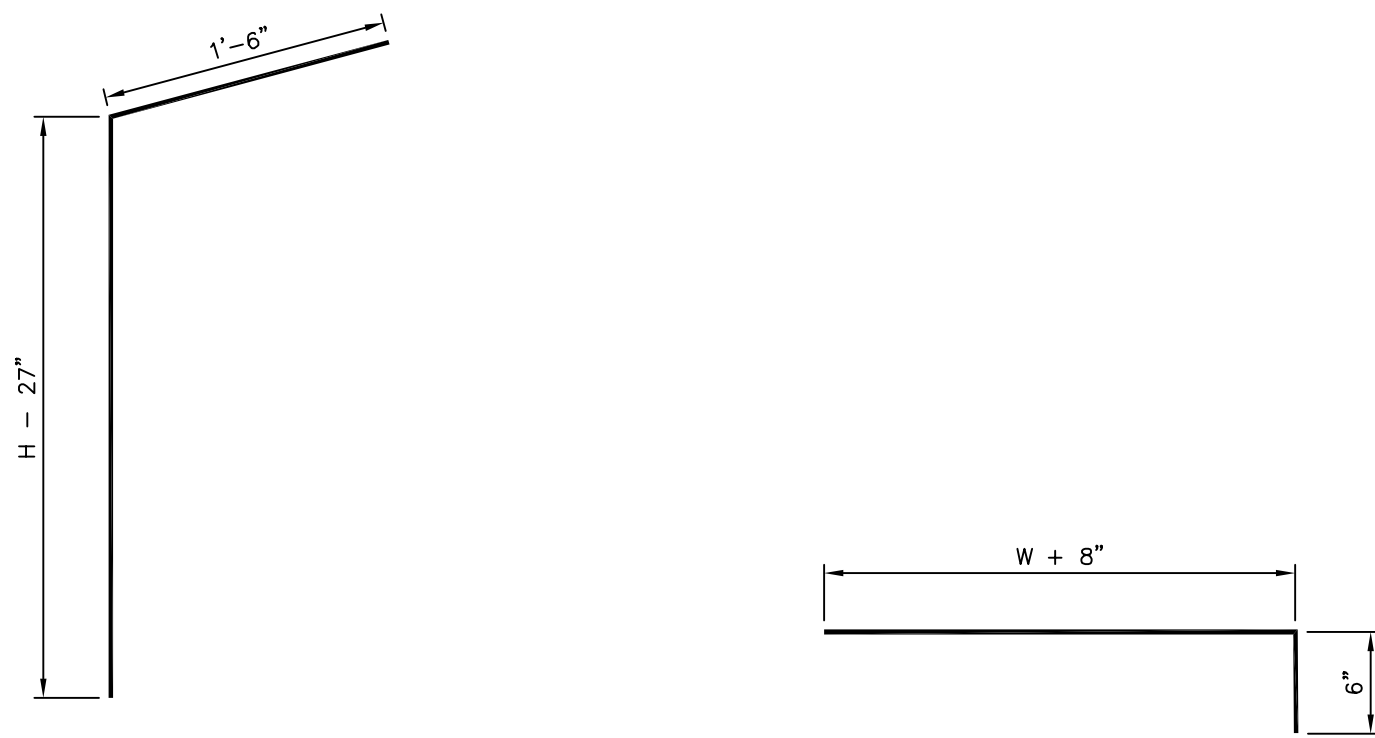
- NOTES:**
1. ROAD NAMES SHOWN ON THIS PLAN ARE NOT PAVEMENT MARKINGS.
 2. ALL PROPOSED SIGNS SHALL BE MOUNTED ON STEEL 3.0 LBS/FT U-SECTION POSTS PER STANDARD DETAILS, UNLESS OTHERWISE NOTED.
 3. RAISED REFLECTIVE PAVEMENT MARKERS SHALL BE INSTALLED AS NOTED.
 4. WHERE MULTIPLE SIGNS ARE SHOWN ON THIS PLAN, SIGNS SHALL BE MOUNTED IN THE ORDER AS LISTED FROM TOP TO BOTTOM.
 5. ALL TEMPORARY STRIPING & MARKINGS SHALL BE PAINT & PLACED TO MATCH PERMANENT STRIPING & MARKINGS AND AS DIRECTED. PAID UNDER ITEM No. 618-A, MAINTENANCE OF TRAFFIC

NO.	DATE	DESCRIPTION	BY
PAVEMENT MARKING & SIGNAGE PLAN			
LAMAR BOULEVARD RECONSTRUCTION			
CITY OF HATTIESBURG			
LAMAR COUNTY, MISSISSIPPI			
			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES/SLS		Checked by: SEM	Scale: 1" = 20'
Date: 06-11-2020		Working No.	MP 3
Drawing No.: 11248R		Sheet No. 20	



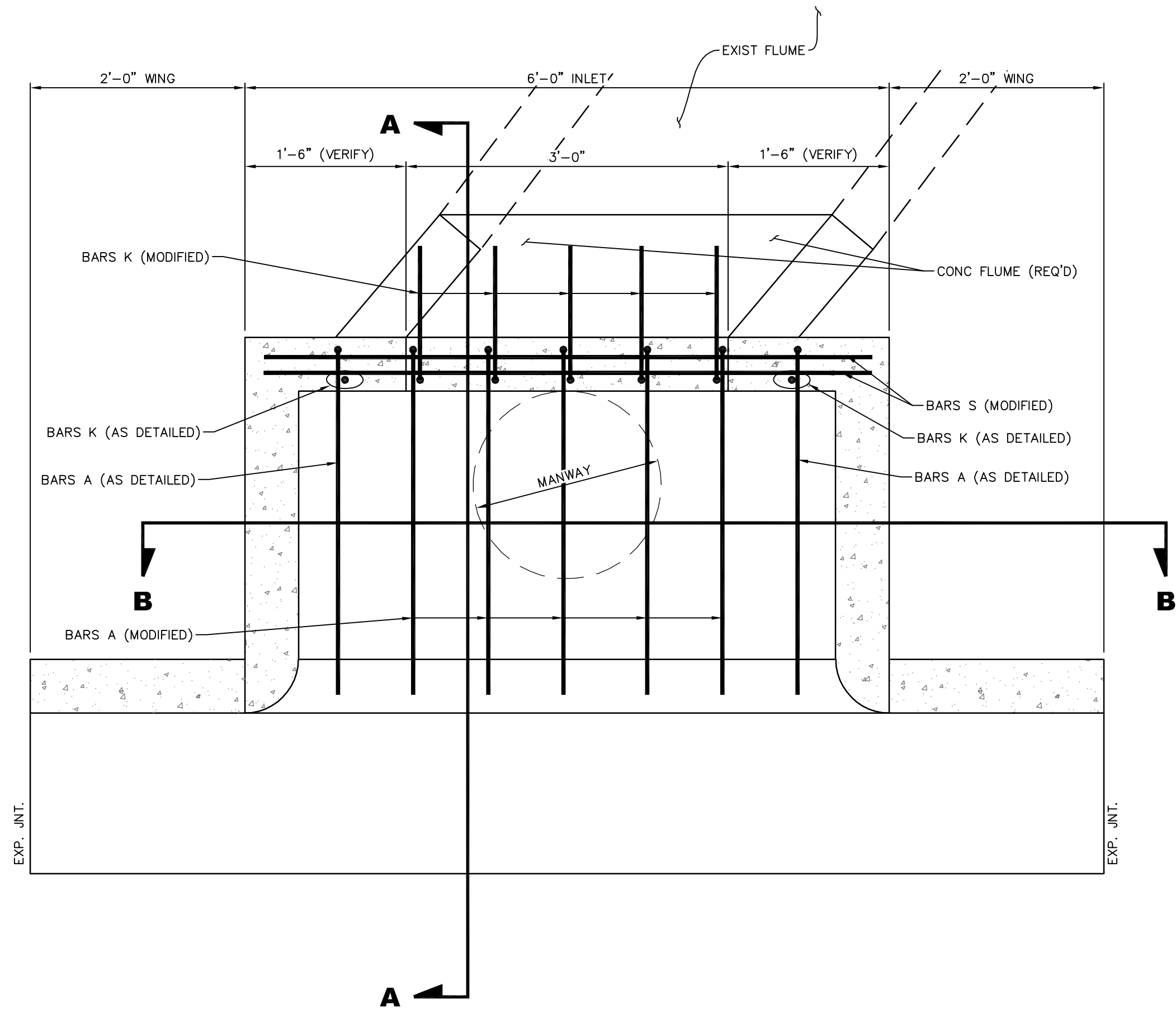
- NOTES:**
1. ROAD NAMES SHOWN ON THIS PLAN ARE NOT PAVEMENT MARKINGS.
 2. ALL PROPOSED SIGNS SHALL BE MOUNTED ON STEEL 3.0 LBS/FT U-SECTION POSTS PER STANDARD DETAILS, UNLESS OTHERWISE NOTED.
 3. RAISED REFLECTIVE PAVEMENT MARKERS SHALL BE INSTALLED AS NOTED.
 4. WHERE MULTIPLE SIGNS ARE SHOWN ON THIS PLAN, SIGNS SHALL BE MOUNTED IN THE ORDER AS LISTED FROM TOP TO BOTTOM.
 5. ALL TEMPORARY STRIPING & MARKINGS SHALL BE PAINT & PLACED TO MATCH PERMANENT STRIPING & MARKINGS AND AS DIRECTED. PAID UNDER ITEM No. 618-A, MAINTENANCE OF TRAFFIC.
 6. BREAKAWAY HARDWARE, ASSEMBLY & FOUNDATION SHALL BE PAID UNDER PAY ITEM No. 630-K.

NO.	DATE	DESCRIPTION	BY
PAVEMENT MARKING & SIGNAGE PLAN			
LAMAR BOULEVARD RECONSTRUCTION CITY OF HATTIESBURG LAMAR COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
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Date: 06-11-2020	Working No. MP 4		
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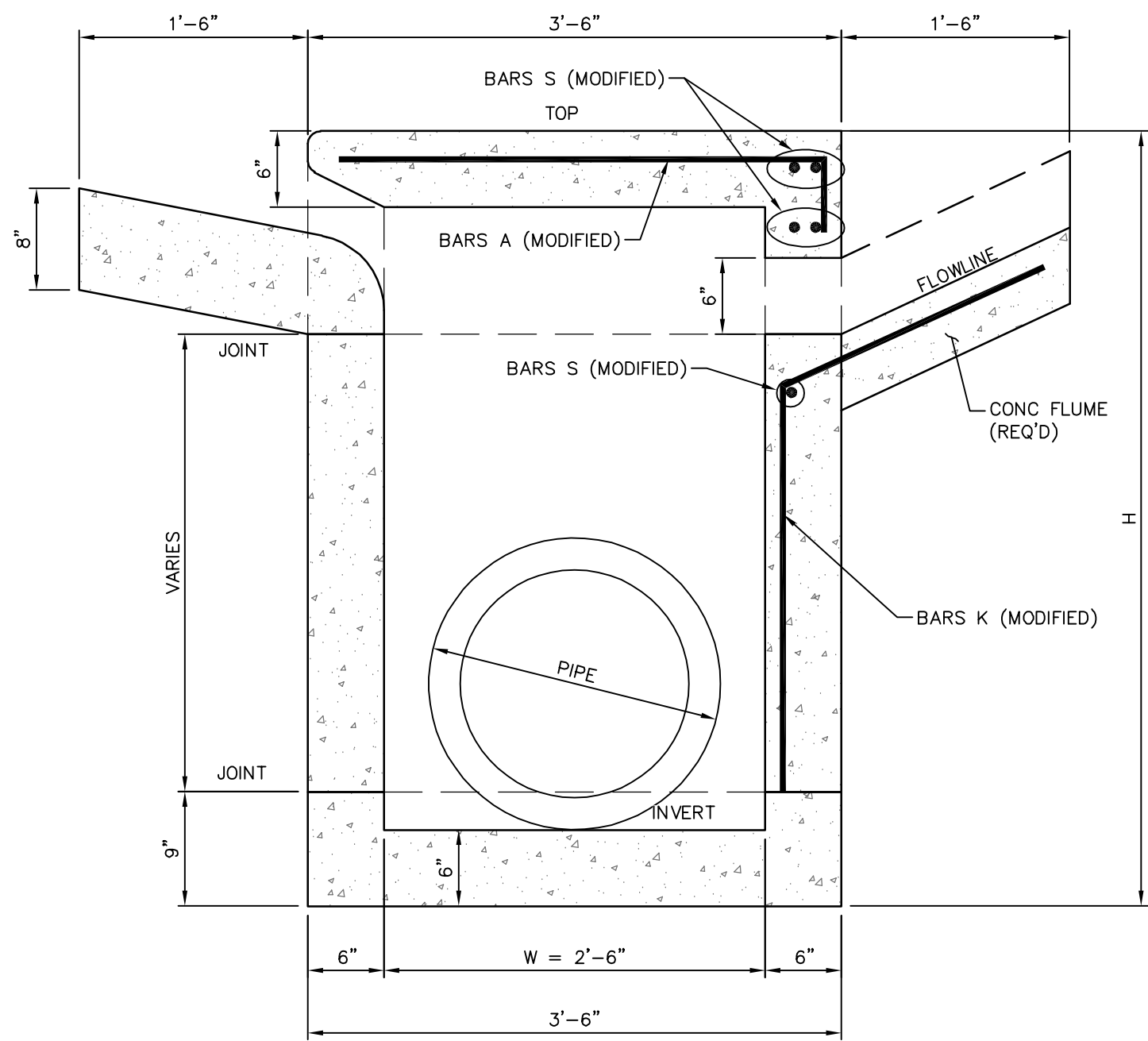


BAR K
MODIFIED

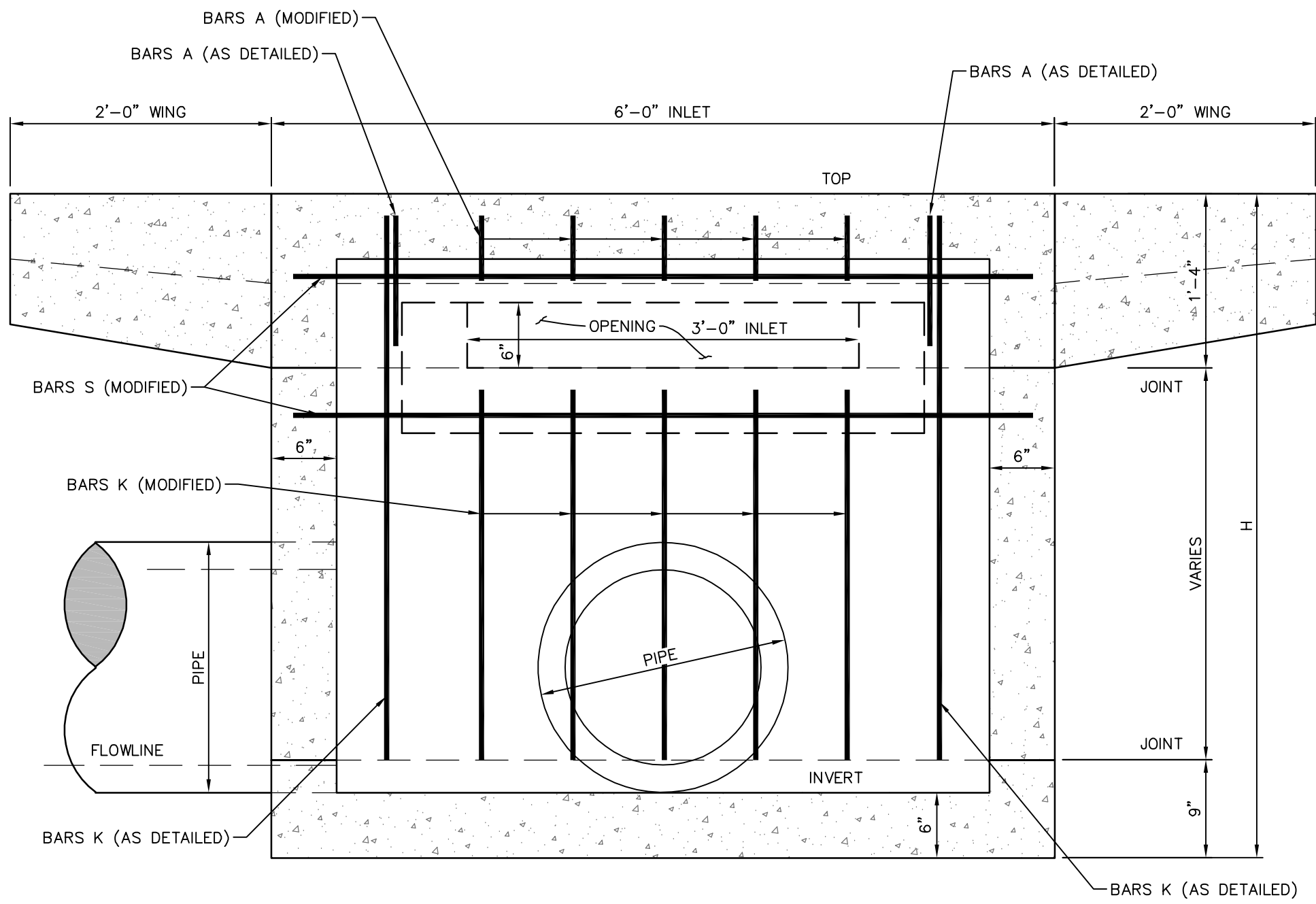
BAR A
MODIFIED



PLAN



SECTION 'A-A'



SECTION 'B-B'

SPECIAL DESIGN SS-2 MODIFIED DETAIL

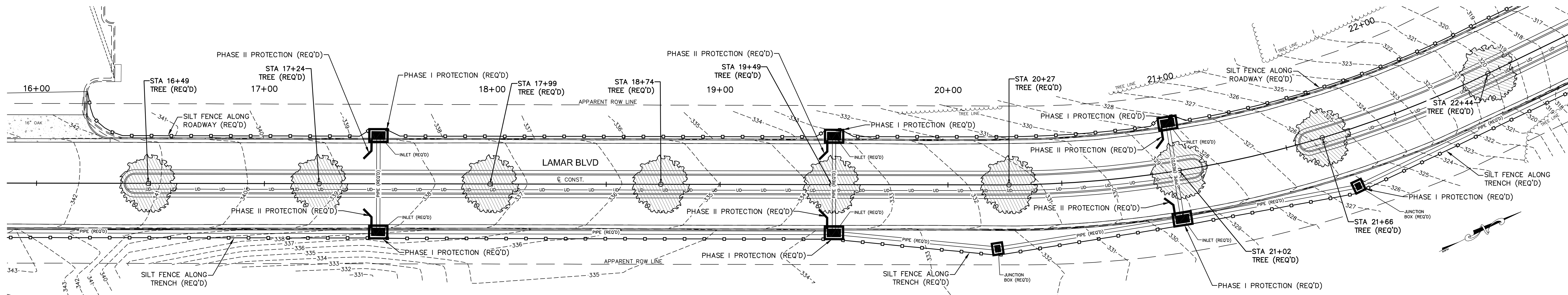
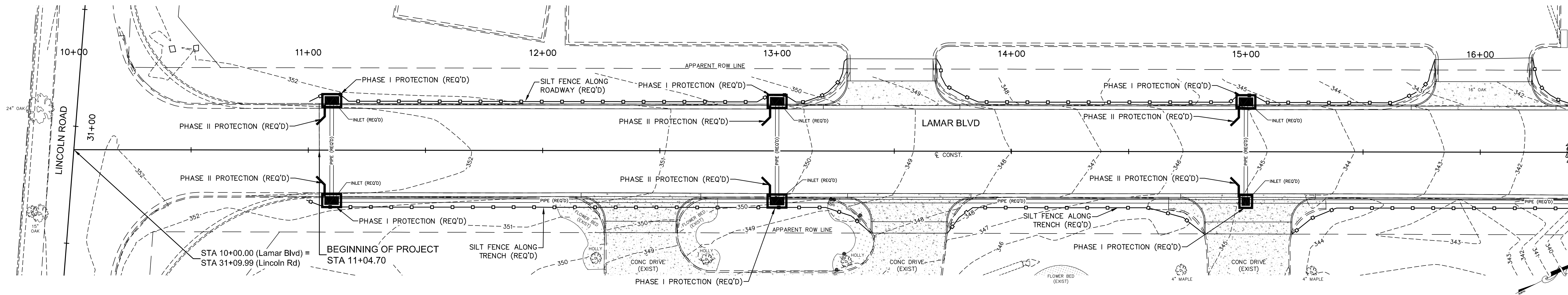
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MODIFICATION NOTE (This Detail):

1. THIS DETAIL SHALL BE USED IN CONJUNCTION WITH THE STANDARD SS-2 DETAIL "STORM SEWER STRUCTURE SS-2" (ABOVE). THIS DETAIL SHOWS ONLY THE MODIFICATIONS REQUIRED FOR THIS PROJECT. ALL OTHER ASPECTS OF THE ORIGINAL DETAIL SHALL REMAIN UNCHANGED AND IN FULL EFFECT AND VIRTUE.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR QUANTITY CALCULATION ADJUSTMENTS AS A RESULT OF THIS DETAIL.
3. EXTENSIONS ARE NOT SHOWN ON THIS DETAIL BUT MAY BE REQUIRED. SEE GRADING PLAN - NOTED AS 'SS-2 MOD.'

NO.	DATE	DESCRIPTION	BY
SS-2 MOD. DETAILS			
LAMAR BOULEVARD RECONSTRUCTION			
CITY OF HATTIESBURG			
LAMAR COUNTY, MISSISSIPPI			
sdw Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by:	RES/SLS	Checked by:	SEM
Date:	06-11-2020	Working No.	SMD1
Drawing No.:	11248R	Sheet No.	22

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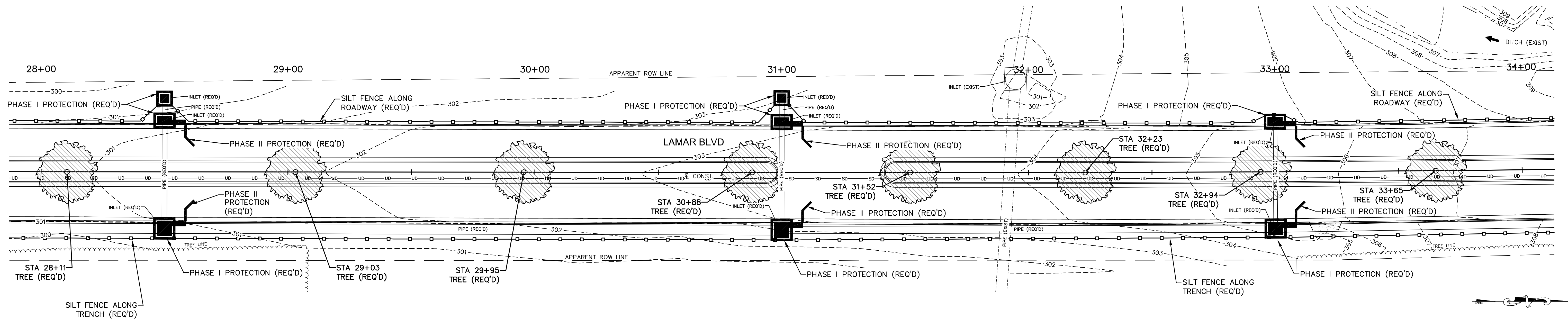
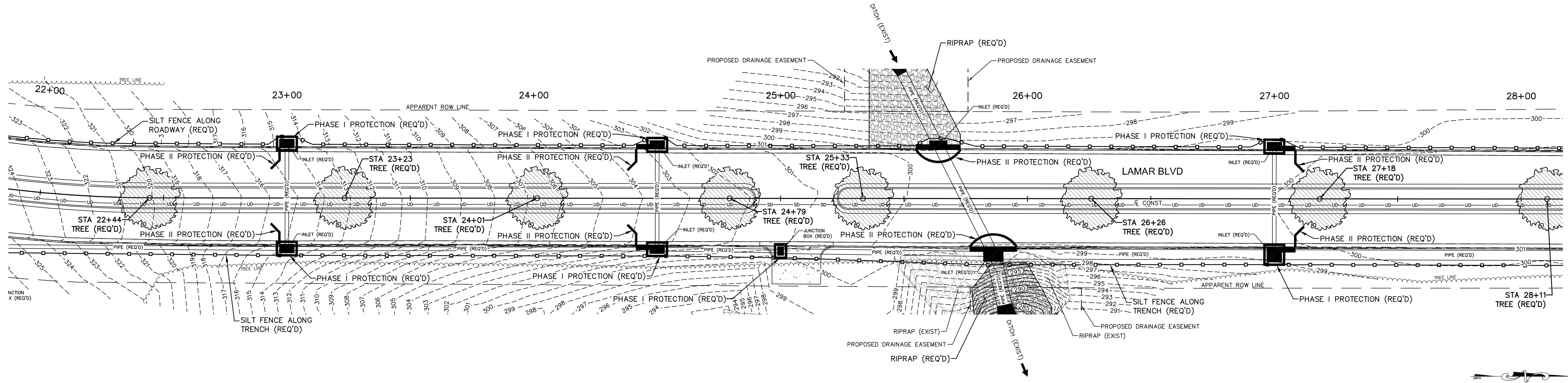


GRASSING NOTE:
SOLID SOD SHALL BE ZOYSIA

TREE NOTE:
ALL TREES SHALL BE 2" CALIBER HARDWOOD, AS
APPROVED BY THE ENGINEER.

- NOTES:**
- ALL DITCH CHECKS SHALL BE 20" WATTLES.
 - ALL PHASE I PROTECTION, AS NOTED ON THIS PLAN, SHALL BE SUFFICIENT TO CONTROL SILT FROM WASHING INTO THE STRUCTURES DURING CONSTRUCTION. SEE DETAILS.
 - ALL PHASE II PROTECTION, AS NOTED ON THIS PLAN, SHALL BE 20" WATTLES IF THE ROADWAY HAS NOT BEEN PAVED OR SHALL BE SANDBAGS IF THE ROADWAY HAS BEEN PAVED. SEE DETAILS.

NO.	DATE	DESCRIPTION	BY
STORM WATER POLLUTION PREVENTION PLAN			
LAMAR BOULEVARD RECONSTRUCTION			
CITY OF HATTIESBURG			
LAMAR COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
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Date: 06-11-2020		Working No. SP 1	
Drawing No.: 11248R		Sheet No. 23	



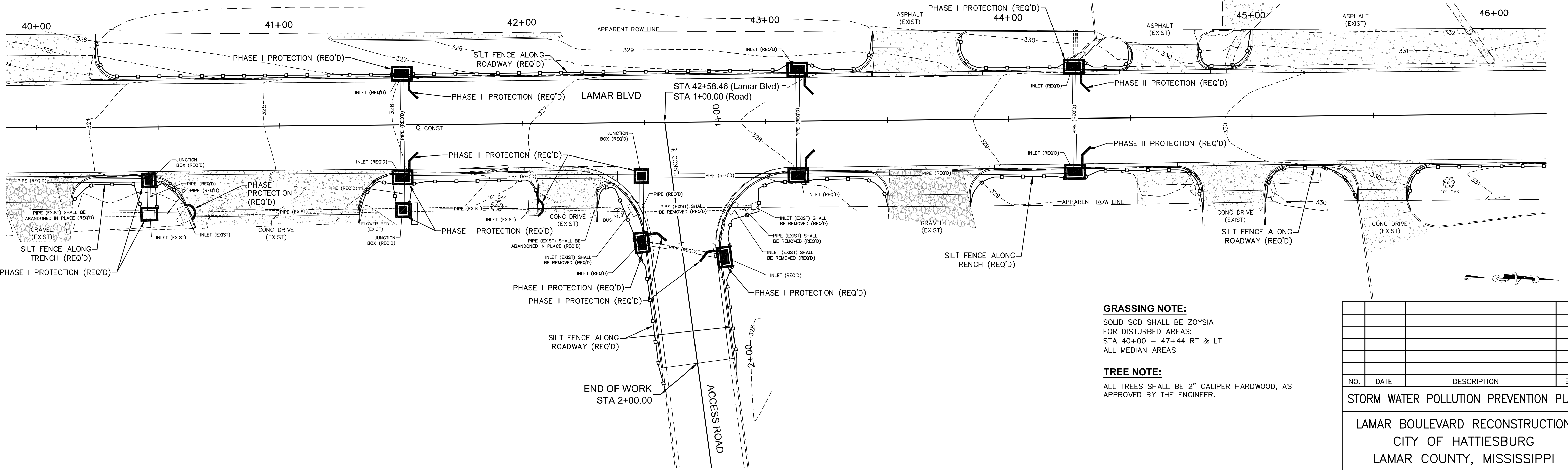
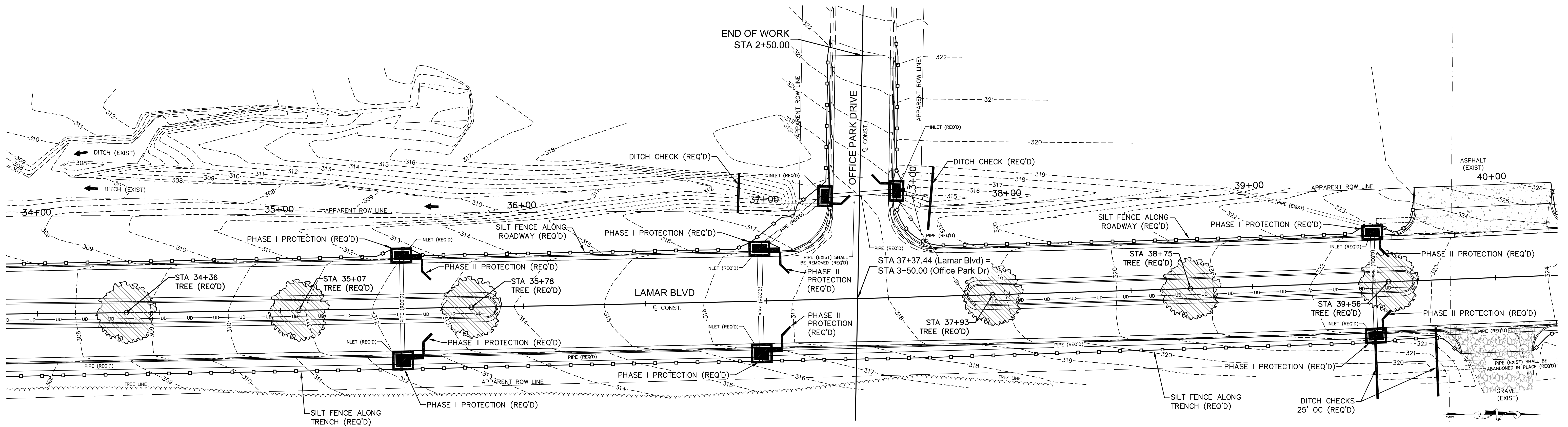
GRASSING NOTE:
SOLID SOD SHALL BE ZOYSIA

TREE NOTE:
ALL TREES SHALL BE 2" CALIPER HARDWOOD, AS APPROVED BY THE ENGINEER.

- NOTES:**
- ALL DITCH CHECKS SHALL BE 20" WATTLES.
 - ALL PHASE I PROTECTION, AS NOTED ON THIS PLAN, SHALL BE SUFFICIENT TO CONTROL SILT FROM WASHING INTO THE STRUCTURES DURING CONSTRUCTION. SEE DETAILS.
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NO.	DATE	DESCRIPTION	BY
STORM WATER POLLUTION PREVENTION PLAN			
LAMAR BOULEVARD RECONSTRUCTION CITY OF HATTIESBURG LAMAR COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by:	RES/SLS	Checked by:	SEM
Date:	06-11-2020	Working No.	SP 2
Drawing No.:	11248R	Sheet No.	24

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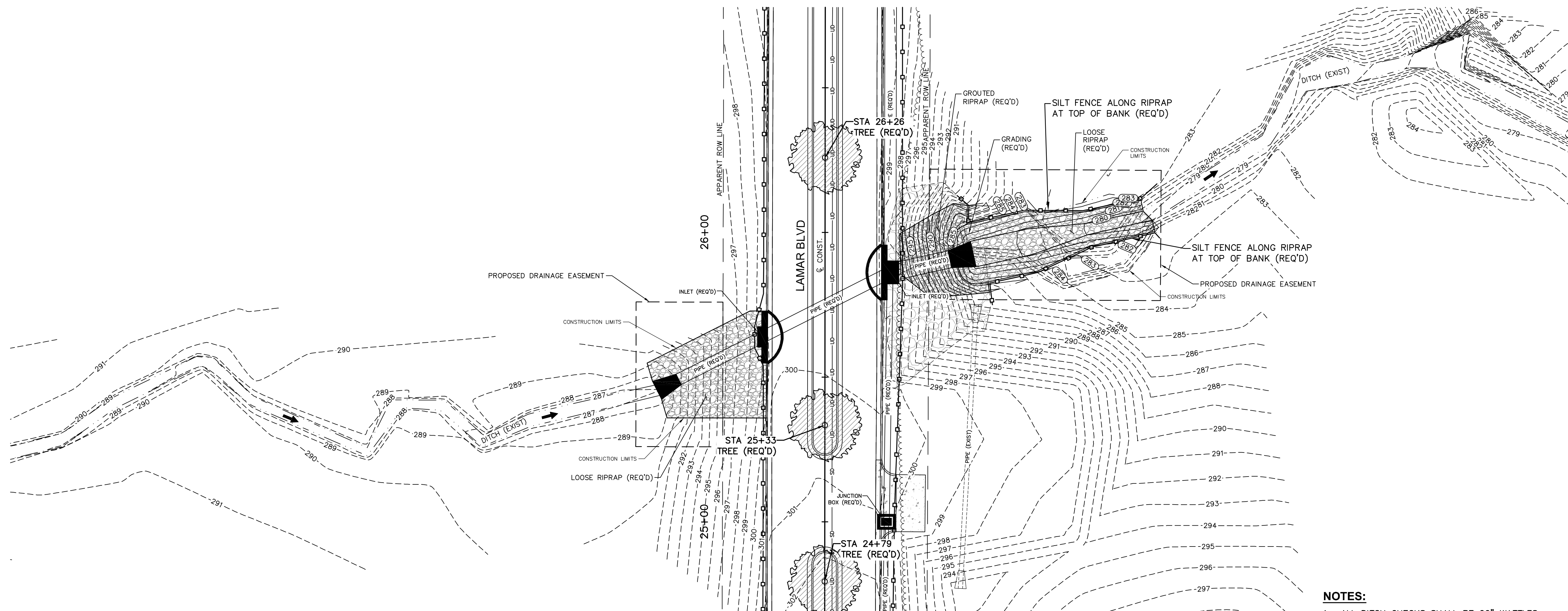
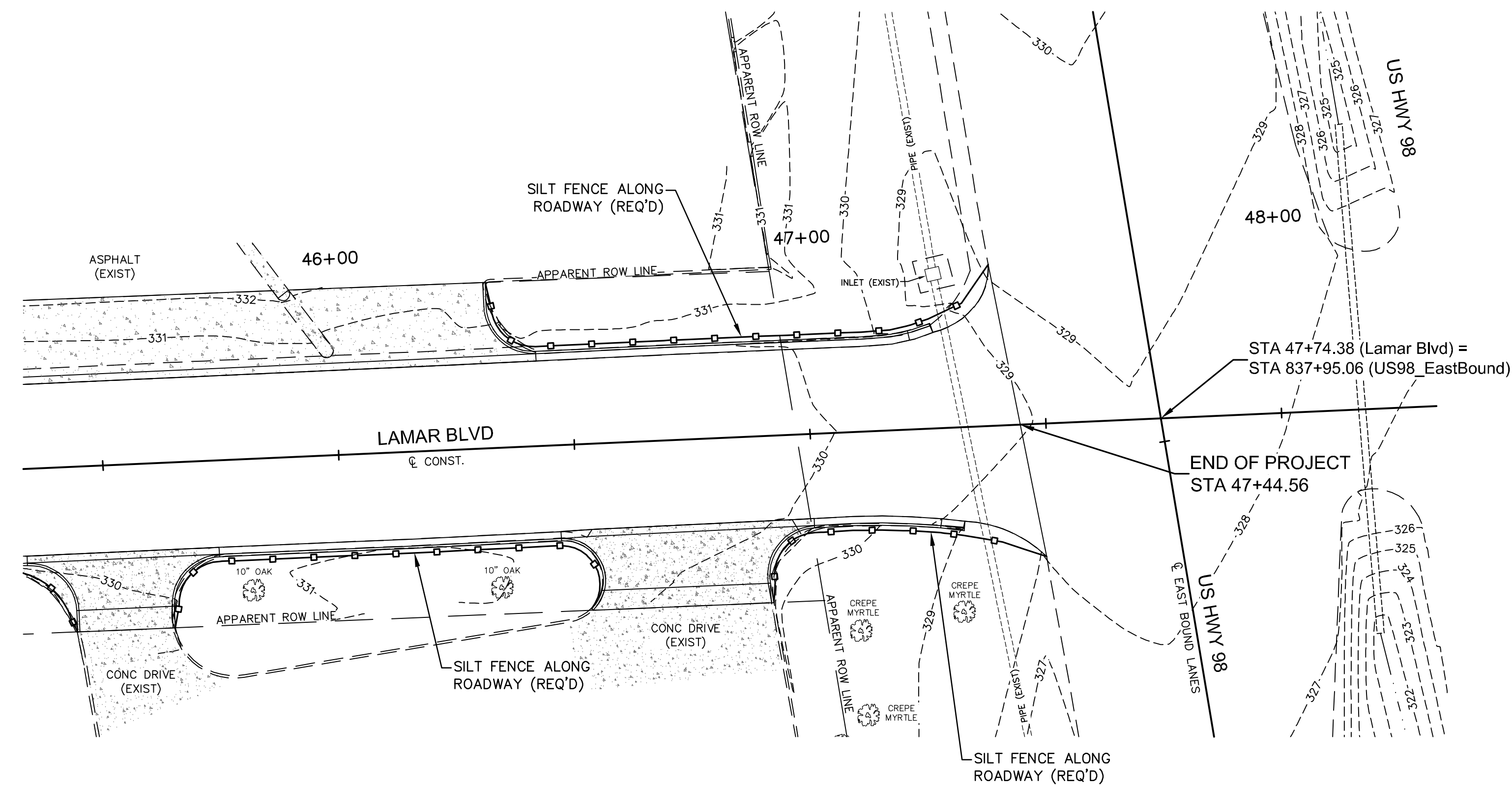


GRASSING NOTE:
SOLID SOD SHALL BE ZOYSIA
FOR DISTURBED AREAS:
STA 40+00 - 47+44 RT & LT
ALL MEDIAN AREAS

TREE NOTE:
ALL TREES SHALL BE 2" CALIBER HARDWOOD, AS
APPROVED BY THE ENGINEER.

- NOTES:**
- ALL DITCH CHECKS SHALL BE 20" WATTLES.
 - ALL PHASE I PROTECTION, AS NOTED ON THIS PLAN, SHALL BE SUFFICIENT TO CONTROL SILT FROM WASHING INTO THE STRUCTURES DURING CONSTRUCTION. SEE DETAILS.
 - ALL PHASE II PROTECTION, AS NOTED ON THIS PLAN, SHALL BE 20" WATTLES IF THE ROADWAY HAS NOT BEEN PAVED OR SHALL BE SANDBAGS IF THE ROADWAY HAS BEEN PAVED. SEE DETAILS.

STORM WATER POLLUTION PREVENTION PLAN			
LAMAR BOULEVARD RECONSTRUCTION CITY OF HATTIESBURG LAMAR COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
NO.	DATE	DESCRIPTION	BY
Drawn by: RES/SLS Checked by: SEM Scale: 1" = 20'			
Date: 06-11-2020		Working No. SP3	
Drawing No.: 11248R		Sheet No. 25	



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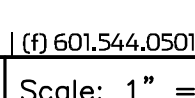
SOLID SOD SOLID SOD SHALL BE ZOYSIA
FOR DISTURBED AREAS:
ALL MEDIAN AREAS

TREE NOTE:

ALL TREES SHALL BE 2" CALIPER HARDWOOD, AS
APPROVED BY THE ENGINEER.

- NOTES:**

1. ALL DITCH CHECKS SHALL BE 20" WATTLES.
2. ALL PHASE I PROTECTION, AS NOTED ON THIS PLAN, SHALL BE SUFFICIENT TO CONTROL SILT FROM WASHING INTO THE STRUCTURES DURING CONSTRUCTION. SEE DETAILS.
3. ALL PHASE II PROTECTION, AS NOTED ON THIS PLAN, SHALL BE 20" WATTLES IF THE ROADWAY HAS NOT BEEN PAVED OR SHALL BE SANDBAGS IF THE ROADWAY HAS BEEN PAVED. SEE DETAILS.

NO.	DATE	DESCRIPTION	BY
STORM WATER POLLUTION PREVENTION PLAN			
LAMAR BOULEVARD RECONSTRUCTION CITY OF HATTIESBURG LAMAR COUNTY, MISSISSIPPI			
			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES/SLS	Checked by:	SEM	Scale: 1" = 20'
Date: 06-11-2020	Working No. SP4		
Drawing No.: 11248R	Sheet No. 26		

G:\PROJECTS\Hattiesburg_City of 11248 - Infrastructure Improvements Along Lamar Boulevard\11248 CAD Files\Roadway\11248_Rdwy_Veg_Sched.dwg, VNS, 6/12/2020 12:47:40 PM

VEGETATION SCHEDULE						
EROSION CONTROL ITEMS		SEASONAL APPLICATIONS - DATES & RATES				REQUIREMENTS
		SPRING & SUMMER		FALL & WINTER		
	ITEMS	RATES	DATES	RATES	DATES	
	TOPSOIL FOR SLOPE TREATMENT (LVM)	4" THICK	MARCH 1 TO SEPTEMBER 1	4" THICK	SEPTEMBER 1 TO MARCH 1	TOPSOIL REQUIRED ON SLOPES DETERMINED BY THE ENGINEER DURING CONSTRUCTION
	STANDARD GROUND PREPARATION	PER SQ. FT.	MARCH 1 TO SEPTEMBER 1	PER SQ. FT.	SEPTEMBER 1 TO MARCH 1	GROUND PREPARATION REQUIRED ON AREAS TO RECEIVE SOLID SODDING OR SEEDING, AS APPLICABLE
	AGRICULTURAL LIMESTONE	3 TONS / ACRE	MARCH 1 TO SEPTEMBER 1	3 TONS / ACRE	SEPTEMBER 1 TO MARCH 1	LIMESTONE SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
	COMBINATION FERTILIZER (13–13–13)	1000 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	1000 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	FERTILIZER SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
	SUPER PHOSPHATE	0.5 TON / ACRE (EST)	MARCH 1 TO SEPTEMBER 1			SUPER PHOSPHATE (FOR BID ITEM PURPOSES)
	SEEDING (BERMUDA GRASS)	20 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	20 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	SEED REQUIRED ON DISTURBED AREAS. UNHULLED SEED MAY BE REQUIRED DURING THE DORMANT SEASON AS DIRECTED
	SEEDING (TALL FESCUE)			15 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED IN DISTURBED AREAS
	SEEDING (CRIMSON CLOVER)			20 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED ON DISTURBED AREA
	VEGETATIVE MATERIAL FOR MULCH	2 TONS / ACRE (EST)	MARCH 1 TO SEPTEMBER 1	2 TONS / ACRE (EST)	SEPTEMBER 1 TO MARCH 1	THE ENGINEER WILL DESIGNATE THE RATES OF APPLICABLE (SEE SUBSECTION 215–03.3)
	SOLID SODDING	PER SQ. YD.	MARCH 1 TO SEPTEMBER 1	PER SQ. YD.	SEPTEMBER 1 TO MARCH 1	SOLID SOD REQUIRED ON AREAS SPECIFIED IN THE CONTRACT OR BY THE ENGINEER
	WATERING	20 GAL / S.Y. (EST)	MARCH 1 TO SEPTEMBER 1	20 GAL. / S.Y. (EST)	SEPTEMBER 1 TO MARCH 1	TO BE USED AS DIRECTED IN THE PLANTING AND ESTABLISHING OF SOLID SOD
	INSECT PEST CONTROL	PER ACRE		PER ACRE		SEE SECTION 220
TEMPORARY EROSION CONTROL ITEMS						
	LIGHT GROUND PREPARATION	PER SQ. YD.		PER SQ. YD.		APPROXIMATELY HALF SQ.YD. STANDARD GROUND PREPARATION
	COMBINATION FERTILIZER (13–13–13)	0.25 TONS/ ACRE		0.25 TONS/ ACRE		QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (BROWN TOP MILLET)	20 LBS / ACRE	APRIL 1 TO AUGUST 31			QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (RYE GRASS)			25 LBS / ACRE	SEPTEMBER 1 TO MARCH 31	QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (OATS)			90 LBS / ACRE	SEPTEMBER 1 TO DECEMBER 15	QUANTITY BASED ON LIGHT GROUND PREPARATION
	VEGETATIVE MATERIAL FOR MULCH	1 TON / ACRE (EST)		1 TON / ACRE (EST)		QUANTITY BASED ON LIGHT GROUND PREPARATION

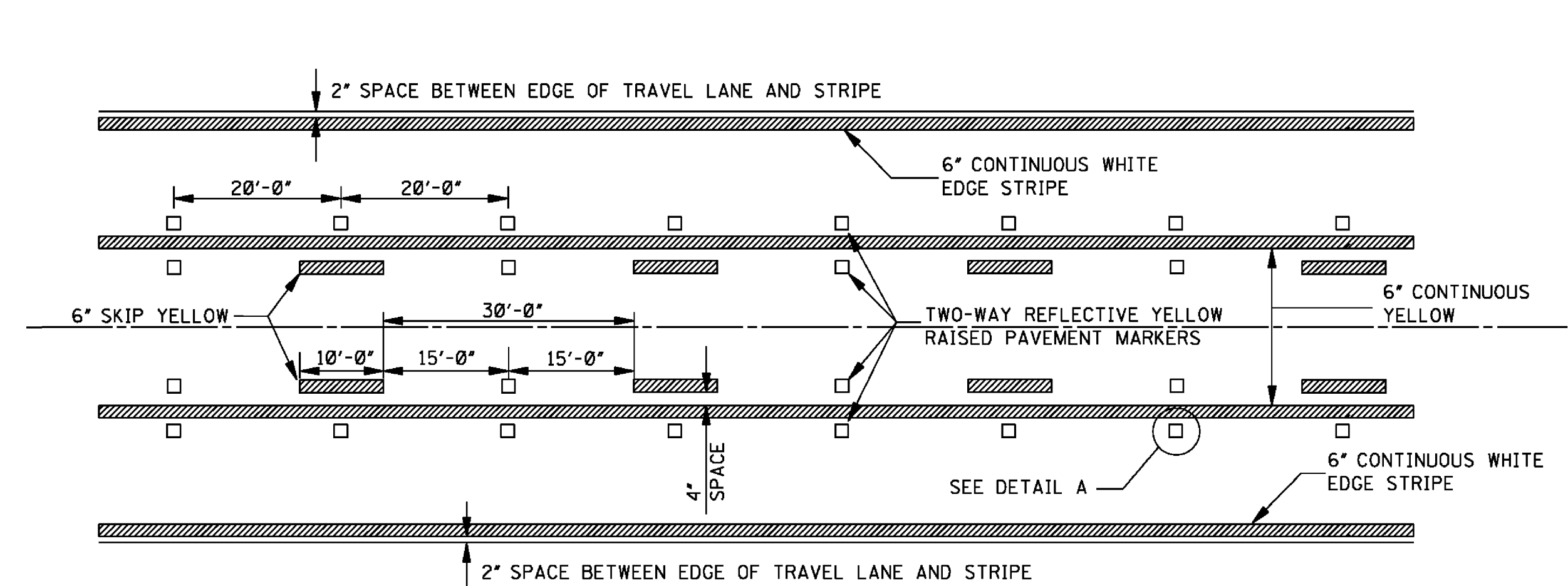
- ① ALL AREAS THAT HAVE BEEN VEGETATED, UNDER THIS CONTRACT, FOR AT LEAST (60) SIXTY DAYS, SHALL RECEIVE ADDITIONAL APPLICATION(S) OF FERTILIZER(S) OF THE TYPE(S) AND RATE(S) OF APPLICATIONS AS DETERMINED BY SOIL TEST OR AS DIRECTED DURING THE GROWING SEASONS THE CONTRACT IS IN FORCE. GROUND PREPARATION WILL NOT BE REQUIRED FOR THE ADDITIONAL APPLICATIONS.
- ② PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 100% OF THE ACREAGE WILL BE SEEDED.
- ③ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE WILL BE SEEDED.
- ④ QUANTITY ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE VEGETATED MAY REQUIRED TREATMENT.
- ⑤ THIS ITEM MAY BE OMITTED ON AREAS SELECTED BY THE ENGINEER.
- ⑥ BAHIAGRASS WILL NOT BE PERMITTED AS A MULCH MATERIAL.
- ⑦ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 75% OF THE ACREAGE SEEDED MAY REQUIRE TOPSOIL

TEMPORARY EROSION CONTROL ITEMS REQUIRED FOR DETOURS

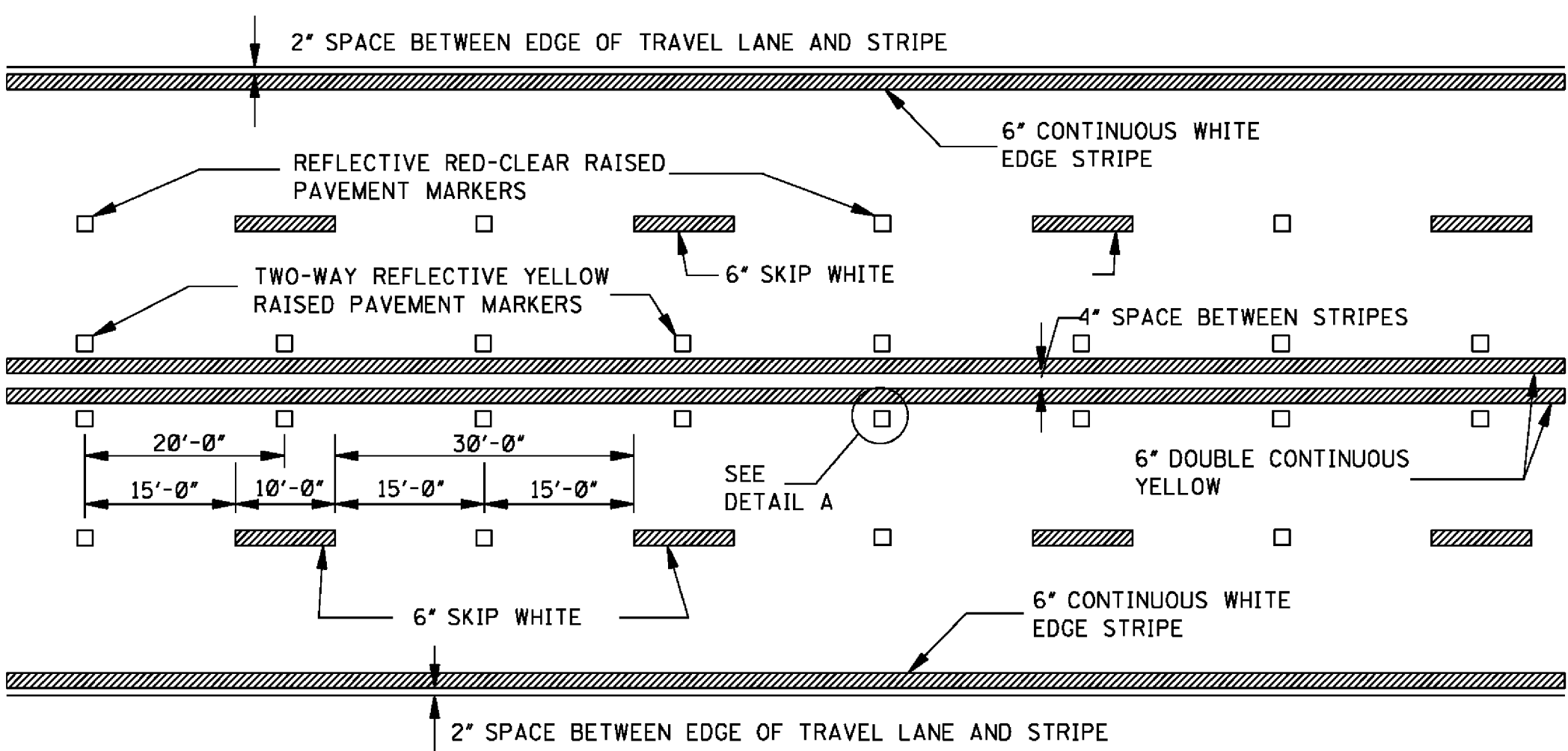
ITEM	RATE	SEASONAL LIMITATIONS
STANDARD GROUND PREPARATION	---	---
COMBINATION FERTILIZER (13–13–13)	500 LBS/ACRE	---
SEEDING (BERMUDA GRASS)	10 LBS/ACRE	---
SEEDING (TALL FESCUE)	20 LBS/ACRE	AUGUST 15 TO MARCH 15
VEGETATIVE MATERIAL FOR MULCH	2 LBS/ACRE	---

NOTE: ALL VEGETATION ON THIS PROJECT SHALL BE PAID FOR UNDER AS OUTLINED IN THE BID PROPOSAL. ITEMS SHALL BE APPLIED USING THE RATES OF APPLICATION AS SHOWN ON THIS SHEET AND WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

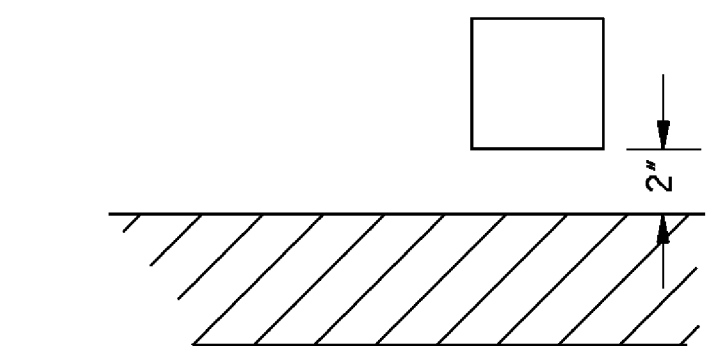
NO.	DATE	DESCRIPTION	BY
VEGETATION SCHEDULE			
LAMAR BOULEVARD RECONSTRUCTION CITY OF HATTIESBURG LAMAR COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES		Checked by: SEM	Scale: NONE
Date: 06–11–2020		Working No. VS1	
Drawing No.: 11248R		Sheet No. 27	



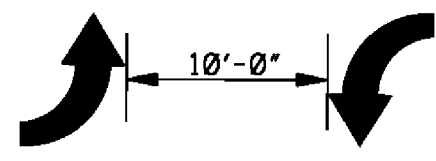
TYPICAL STRIPING AND RAISED PAVEMENT MARKERS FOR 3-LANE SECTION



TYPICAL STRIPING AND RAISED PAVEMENT MARKERS FOR 4-LANE SECTION

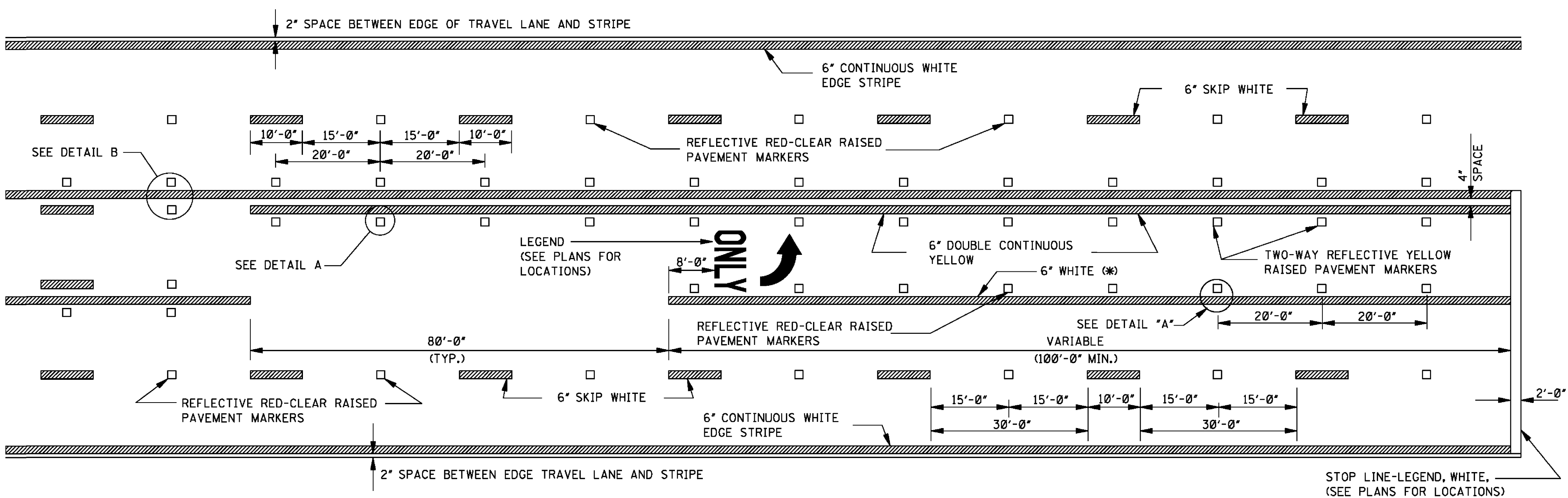


DETAIL A
LATERAL PLACEMENT OF PAVEMENT MARKERS



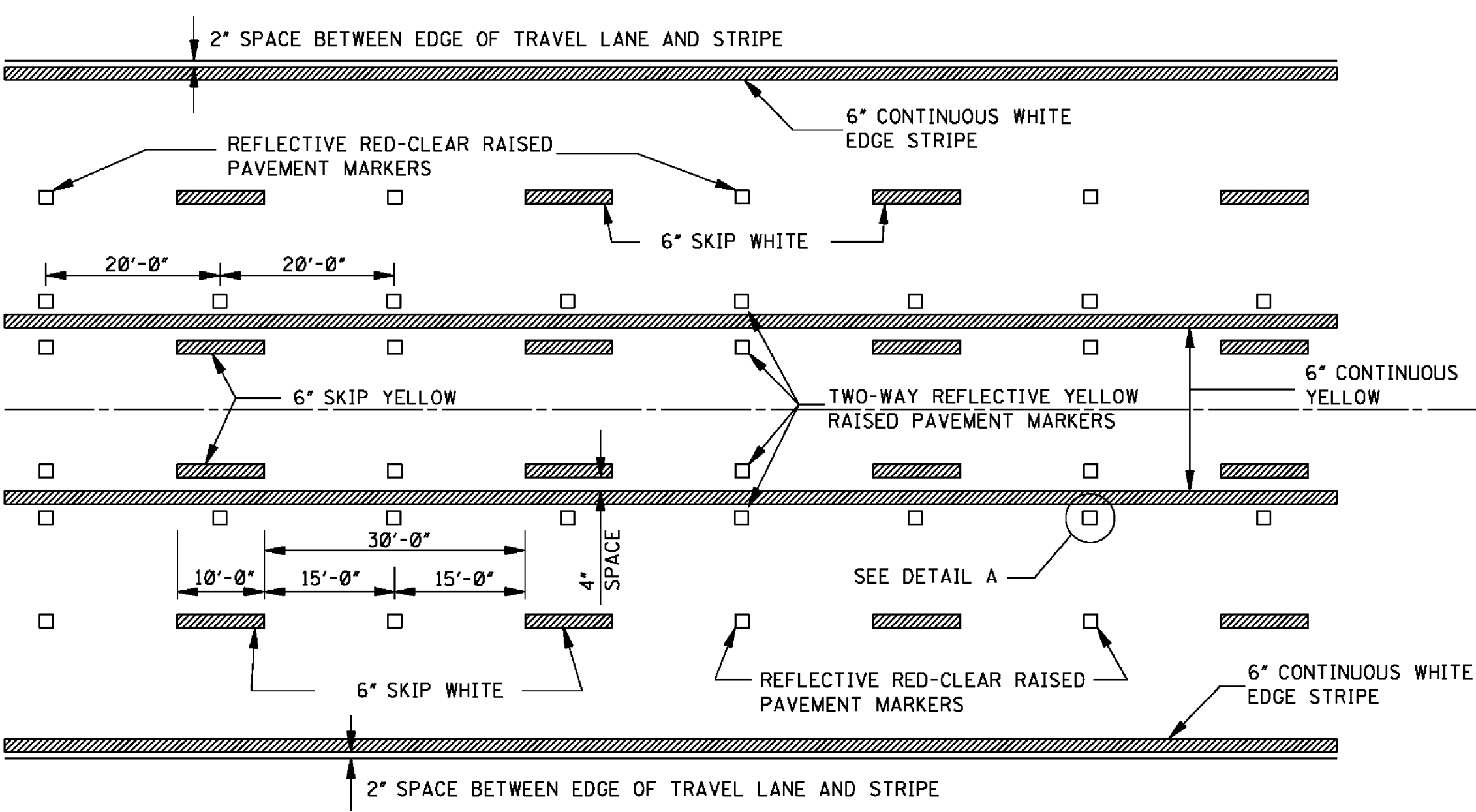
TYPICAL TWO-WAY ARROW INSTALLATION

NOTES: 1. CONSIDER EACH SEGMENT OF CONTINUOUS TWO-WAY LEFT TURN LANE SEPARATELY.
2. IF SEGMENT IS LESS THAN 350', PLACE ONE SET OF ARROWS IN CENTER OF SEGMENT.
3. IF SEGMENT IS GREATER THAN 350', PLACE FIRST SET OF ARROWS 50' TO 100' FROM BEGINNING AND/OR END OF SEGMENT AND SPACE ADDITIONAL SETS OF ARROWS (250' O.C.).

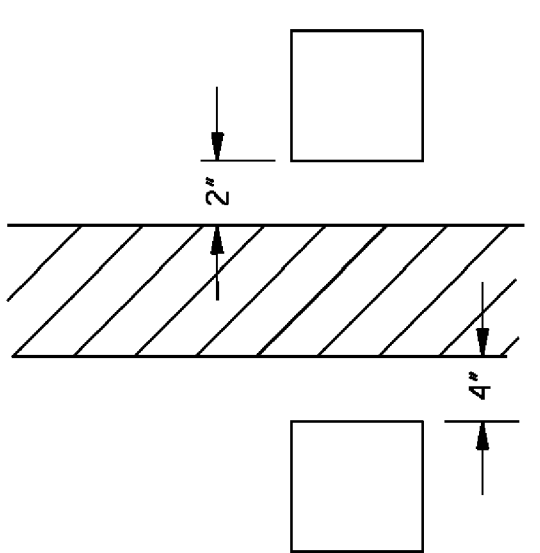
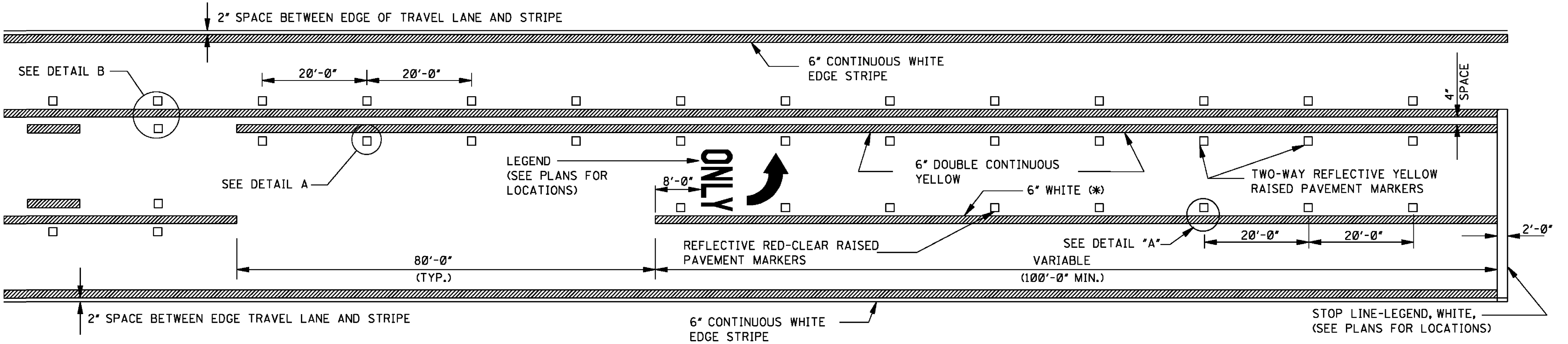


TYPICAL STRIPING AND RAISED PAVEMENT MARKERS AT LEFT TURN LANES

NOTE: USE DETAIL STRIPING IF LENGTH < 150' AT THIS LOCATION, OTHERWISE USE CONTINUOUS STRIPING.



TYPICAL STRIPING AND RAISED PAVEMENT MARKERS FOR 5-LANE SECTION

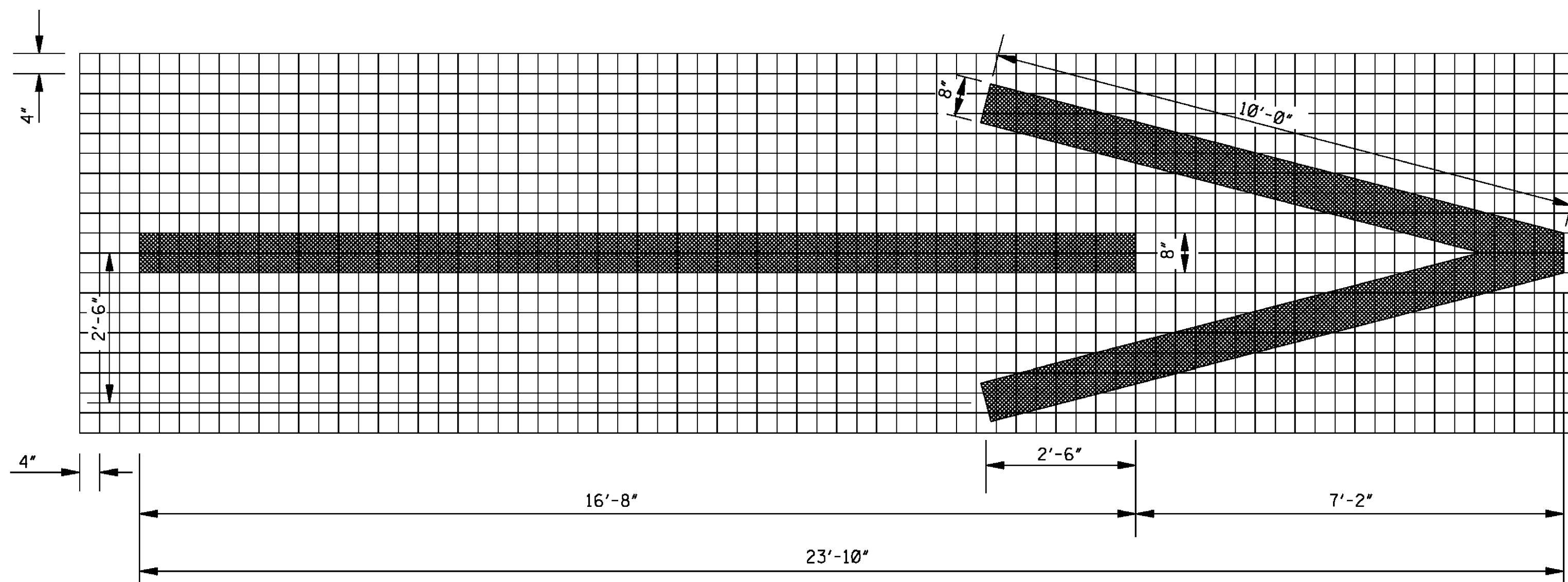
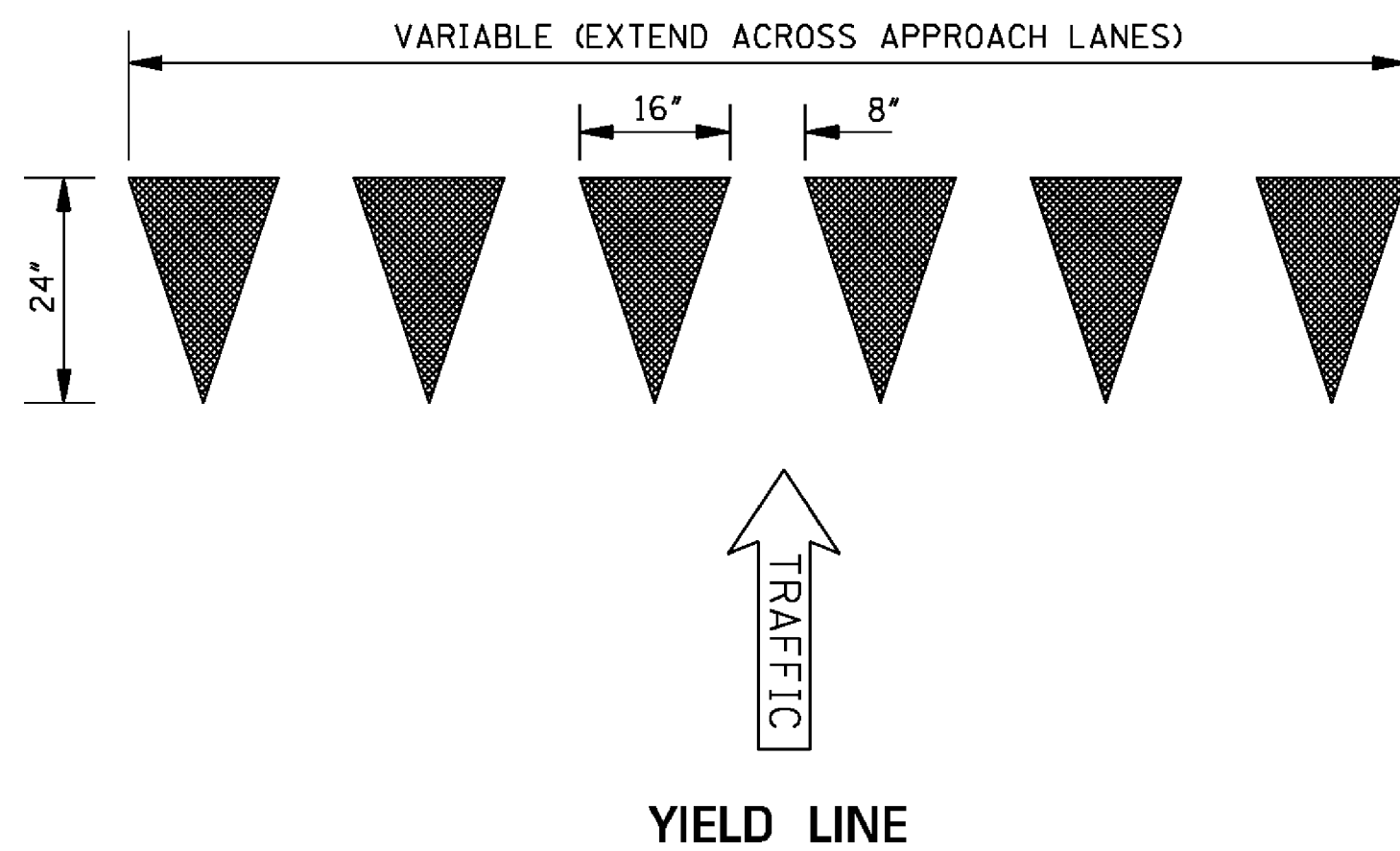
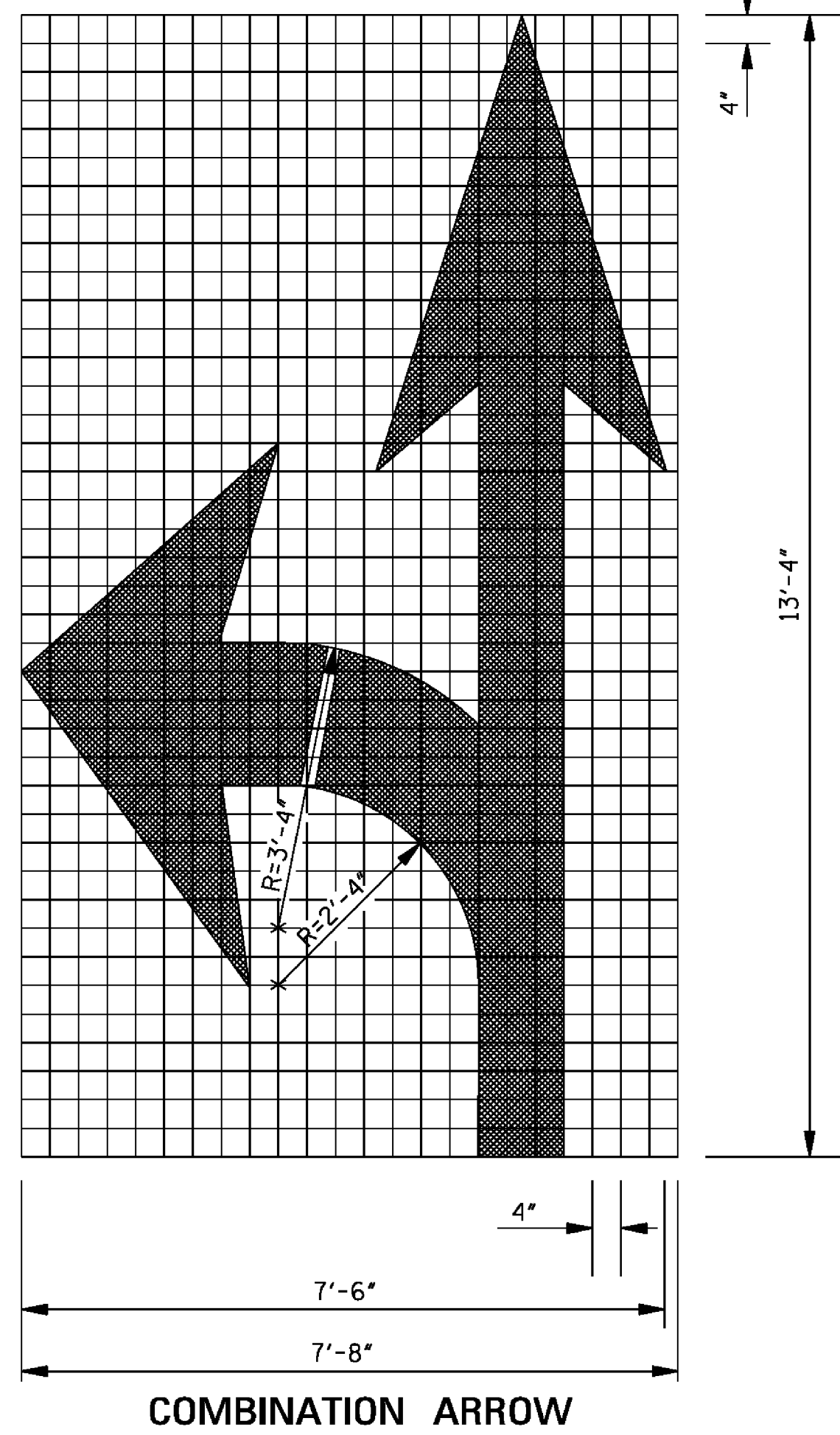
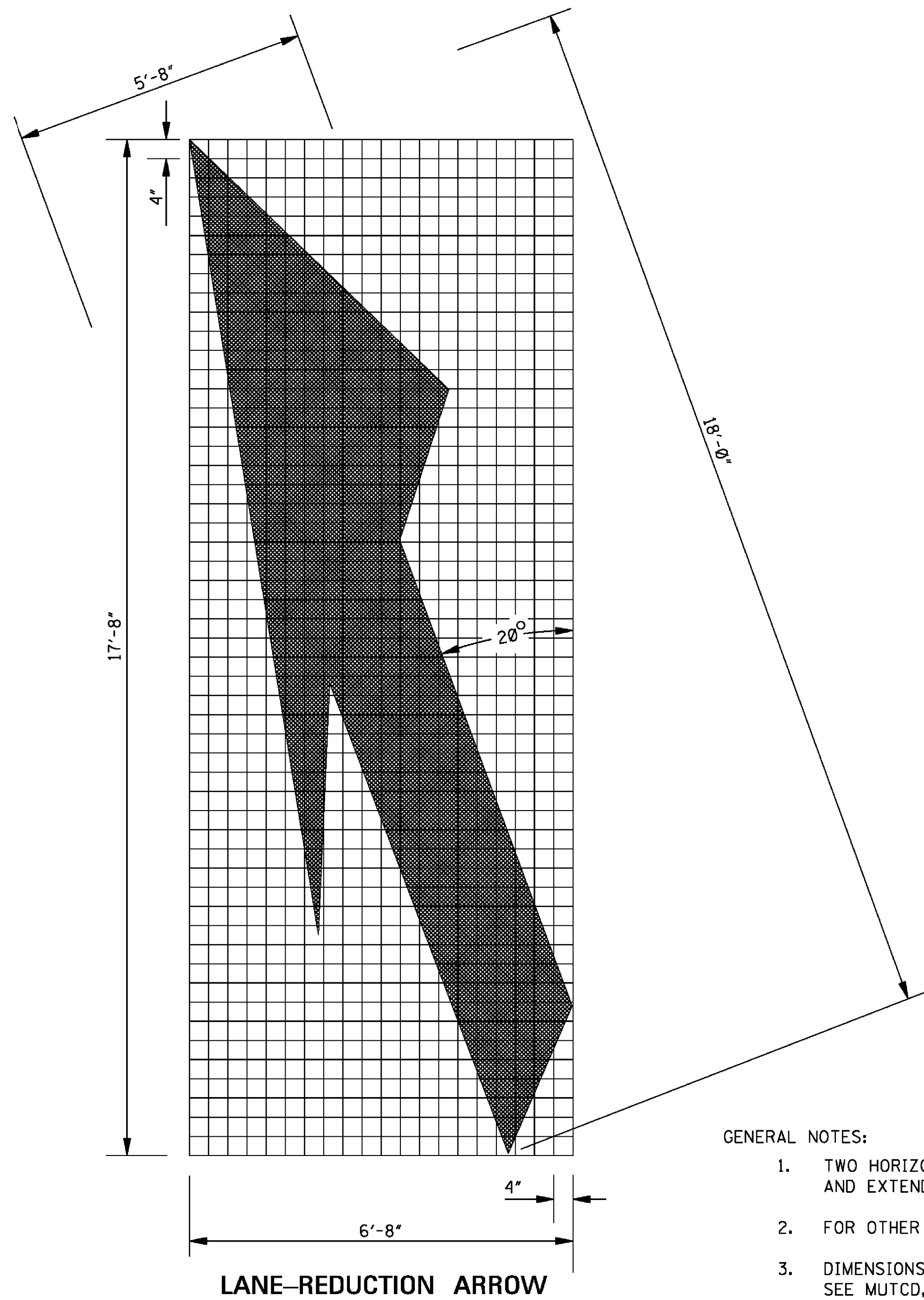
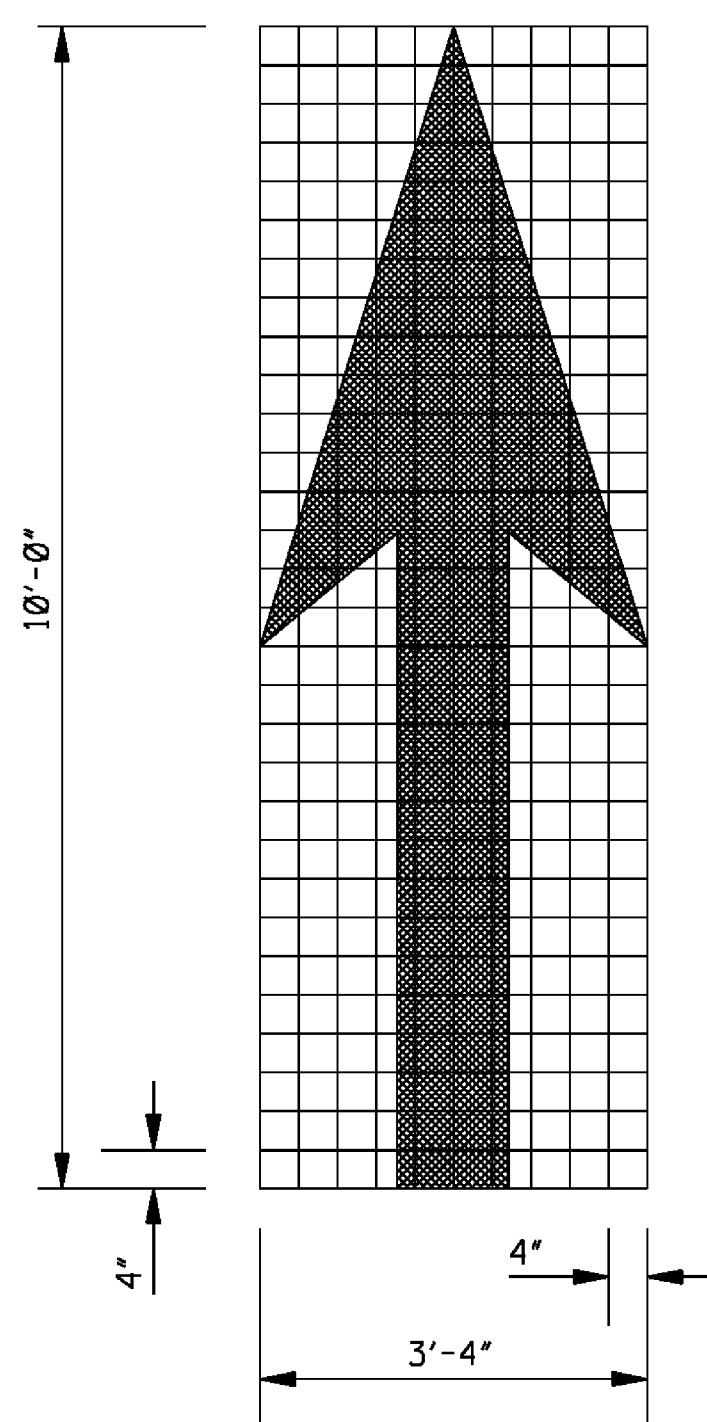
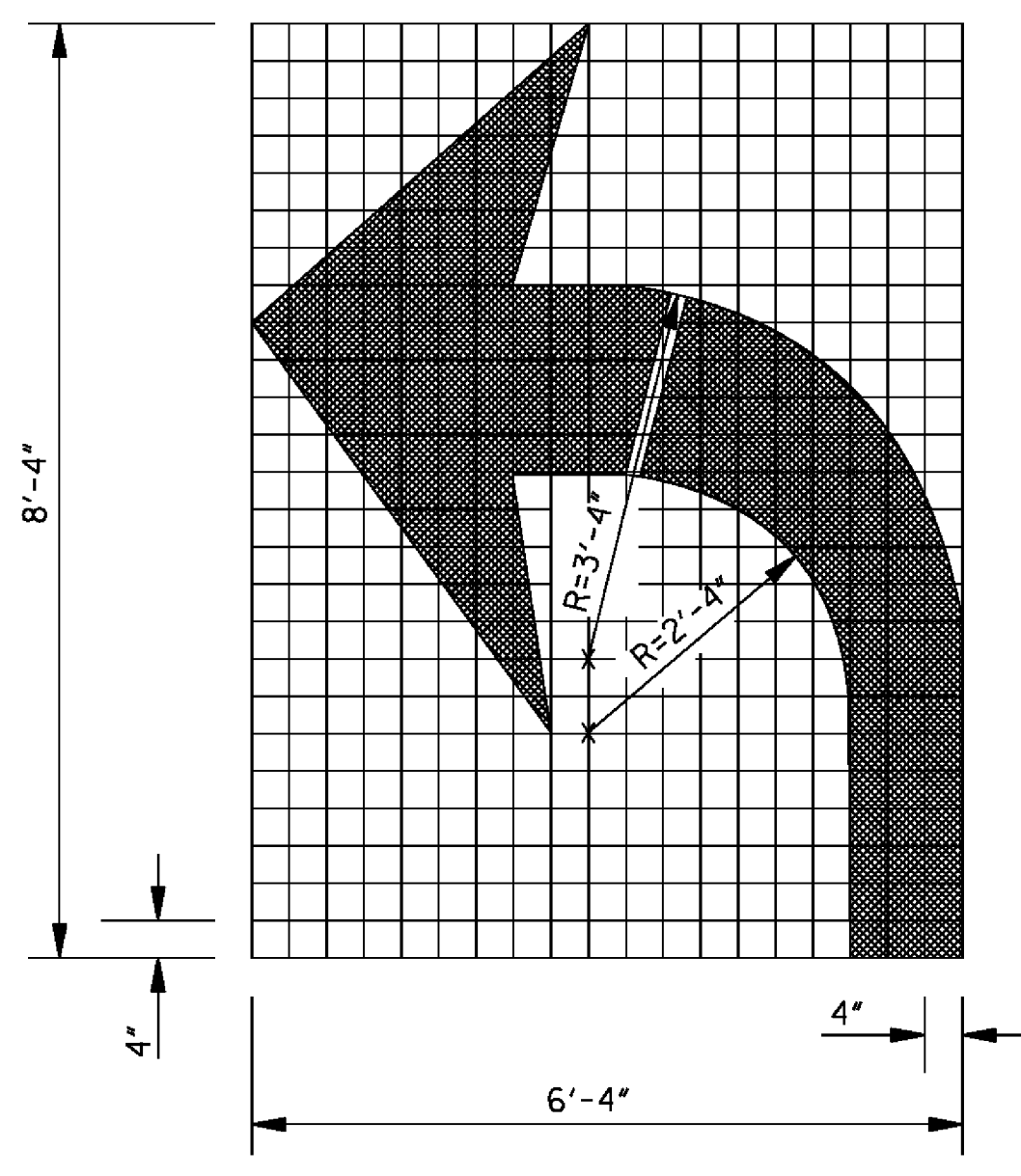
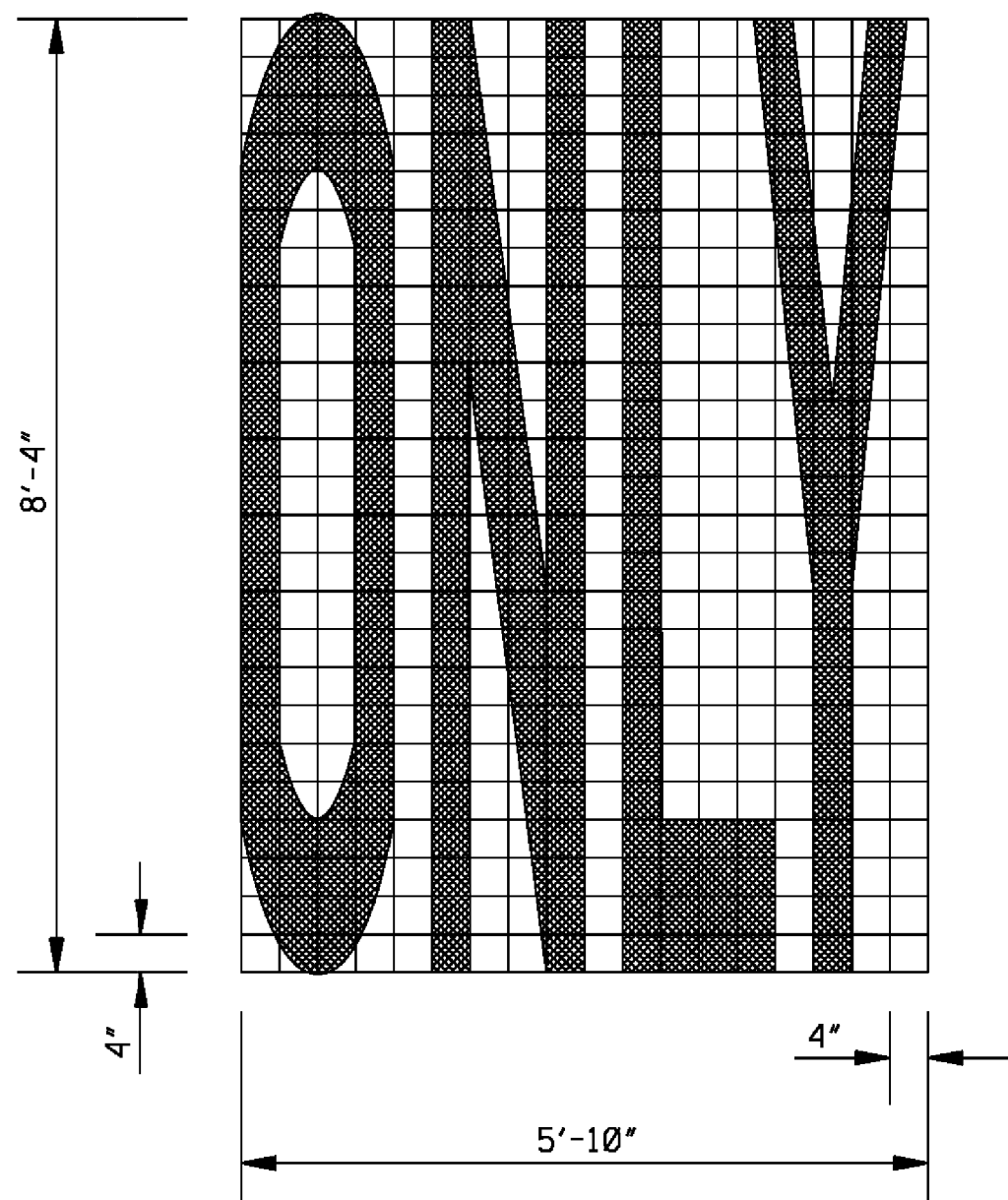


DETAIL B
LATERAL PLACEMENT OF PAVEMENT MARKERS

GENERAL NOTE:
1. PAVEMENT MARKERS SHALL BE HIGH PERFORMANCE RAISED PAVEMENT MARKERS AS LISTED IN THE MDOT "APPROVED SOURCES OF MATERIALS".

BY				MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN			
REVISION				PAVEMENT MARKING DETAILS FOR 3-LANE 4-LANE AND 5-LANE UNDIVIDED ROADWAYS			
DATE				ISSUE DATE: AUGUST 01, 2017			
				WORKING NUMBER PM-2			
				SHEET NUMBER 6052			





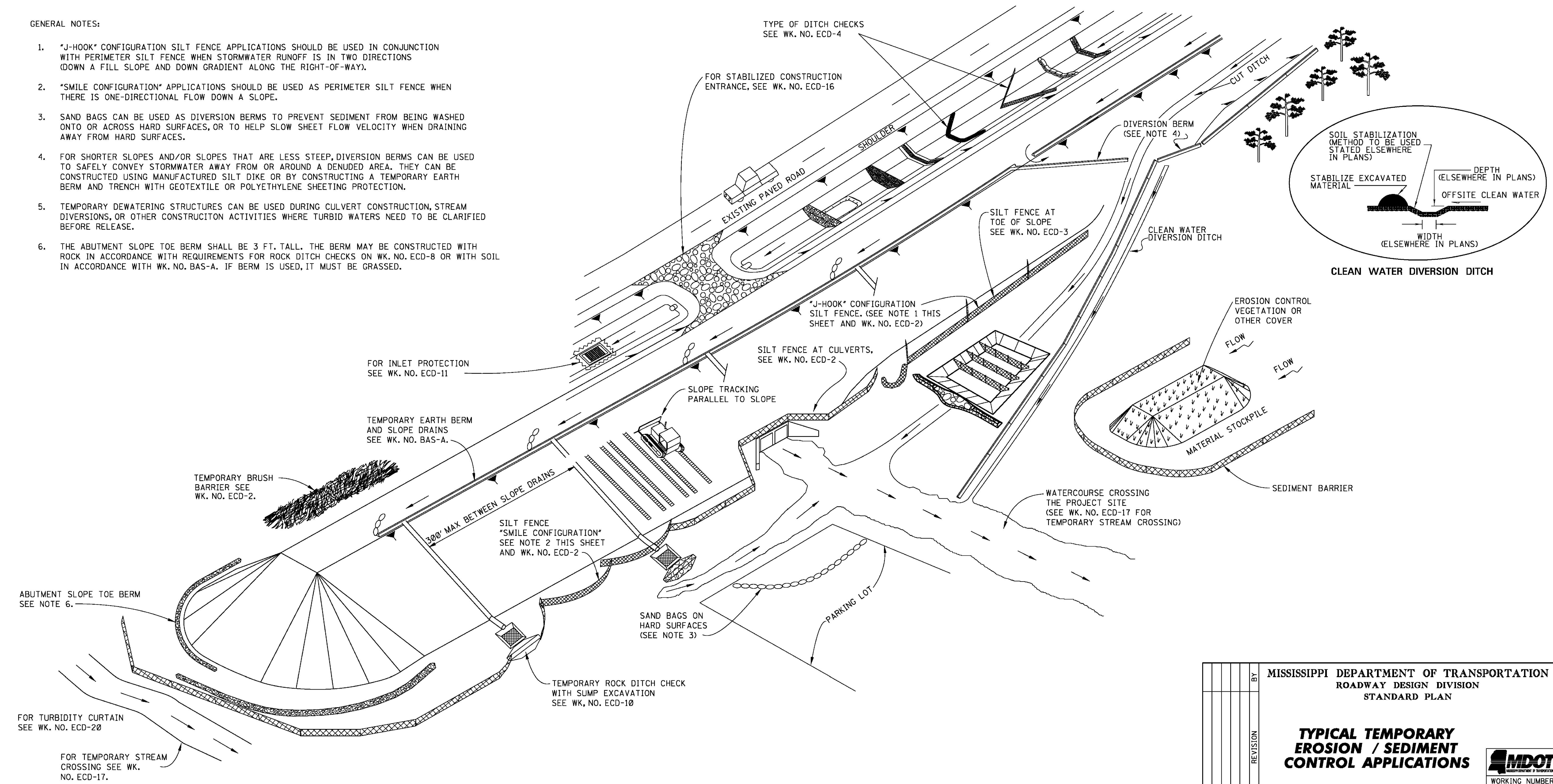
- GENERAL NOTES:
1. TWO HORIZONTAL GAPS (CAUSED BY TEMPLATE CONNECTORS) OF 1/2" OR LESS AND EXTENDING THE FULL WIDTH ARE PERMITTED IN EACH LETTER.
 2. FOR OTHER DETAILS, SEE THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
 3. DIMENSIONS OF THE YIELD LINE MAY VARY WITH APPROVAL OF THE ENGINEER. SEE MUTCD, LATEST EDITION, FOR ALLOWABLE DIMENSIONS.
 4. PAY QUANTITIES FOR PAVEMENT MARKING LEGENDS ARE AS FOLLOWS:

PAY QUANTITIES	
LEGEND/SYMBOL	AREA (ft ²)
ONLY	22.0
TURN ARROW	16.4
THRU ARROW	12.3
COMB. ARROW	27.5
1-WAY ARROW	24.3
LANE REDUCTION ARROW	40.0

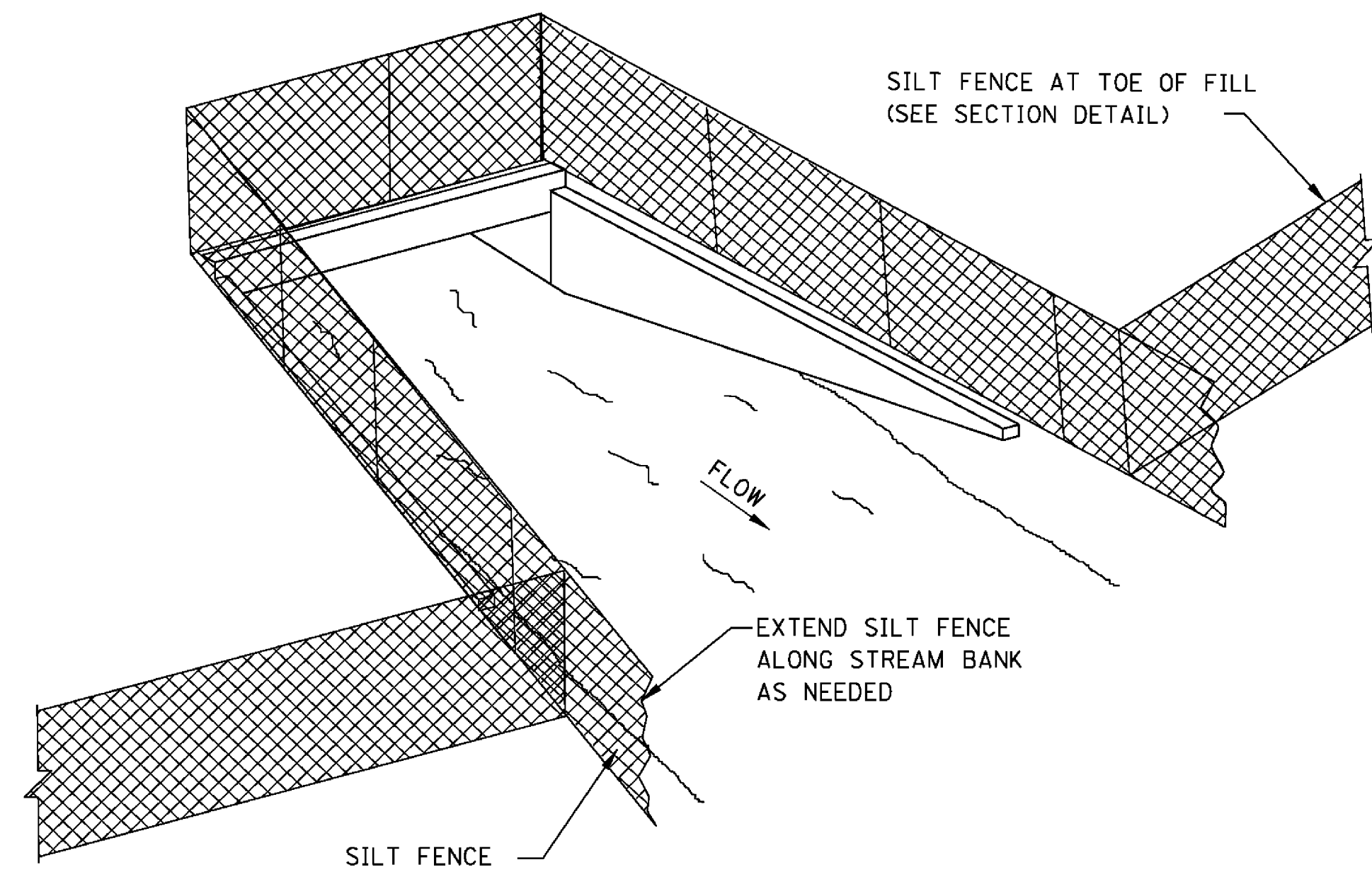
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GENERAL NOTES:

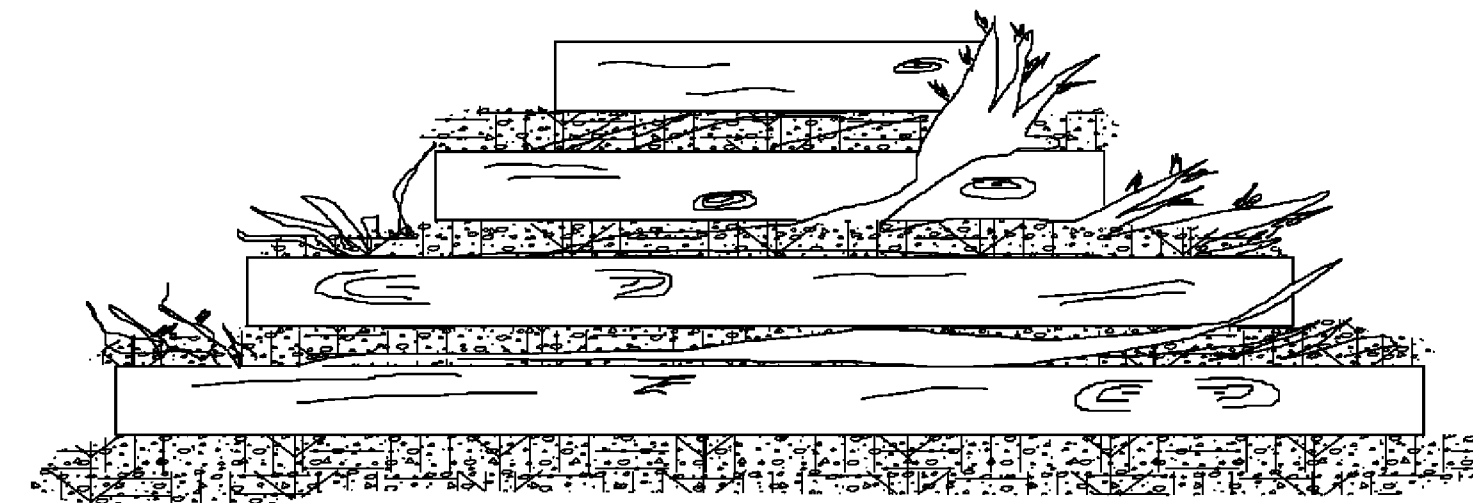
1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS SHOULD BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
2. "SMILE CONFIGURATION" APPLICATIONS SHOULD BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.
3. SAND BAGS CAN BE USED AS DIVERSION BERMS TO PREVENT SEDIMENT FROM BEING WASHED ONTO OR ACROSS HARD SURFACES, OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.
4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUDED AREA. THEY CAN BE CONSTRUCTED USING MANUFACTURED SILT DIKE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.
5. TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION, STREAM DIVERSIONS, OR OTHER CONSTRUCTION ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.
6. THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FT. TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON WK. NO. ECD-8 OR WITH SOIL IN ACCORDANCE WITH WK. NO. BAS-A. IF BERM IS USED, IT MUST BE GRASSED.



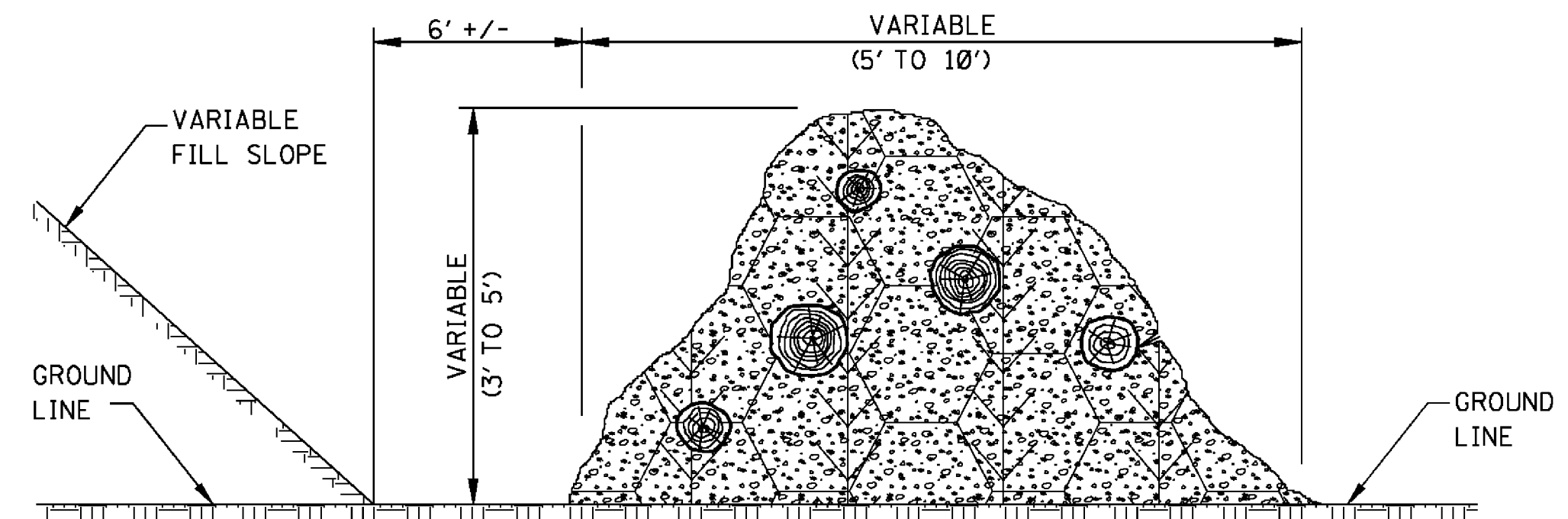
BY		MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
REVISION		TYPICAL TEMPORARY EROSION / SEDIMENT CONTROL APPLICATIONS	
DATE		ISSUE DATE: AUGUST 01, 2017	
		WORKING NUMBER ECD-1	
		SHEET NUMBER 6101	



SEDIMENT BARRIER AT CROSS DRAIN



FRONT ELEVATION



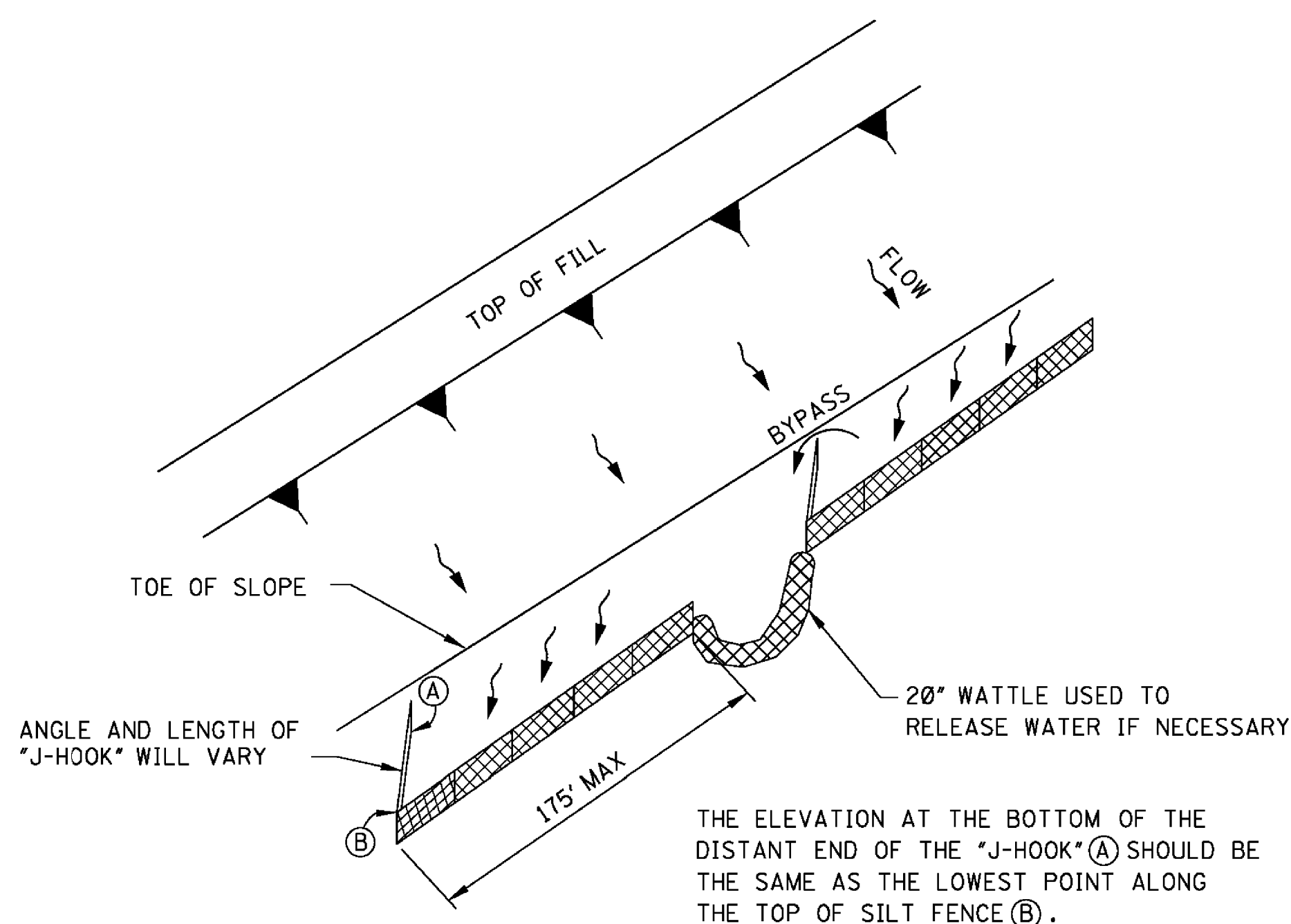
SIDE ELEVATION

TEMPORARY BRUSH BARRIER

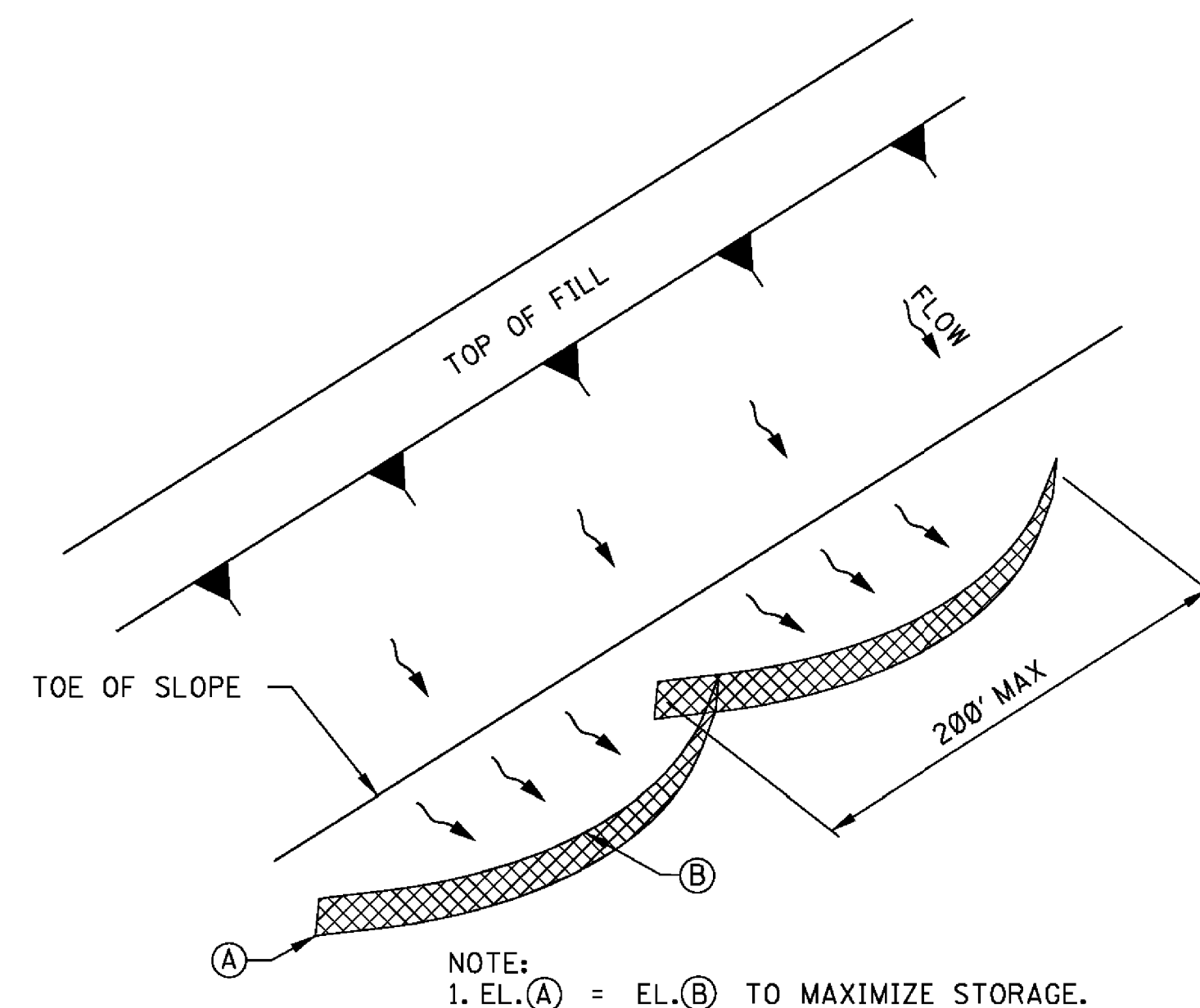
NOTES:

- BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
- PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TO TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
- TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
- THE BRUSH BARRIER MAY BE CHOKED WITH FILTER FABRIC. THE COST OF FABRIC TO BE INCLUDED IN OTHER ITEMS BID.
- TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

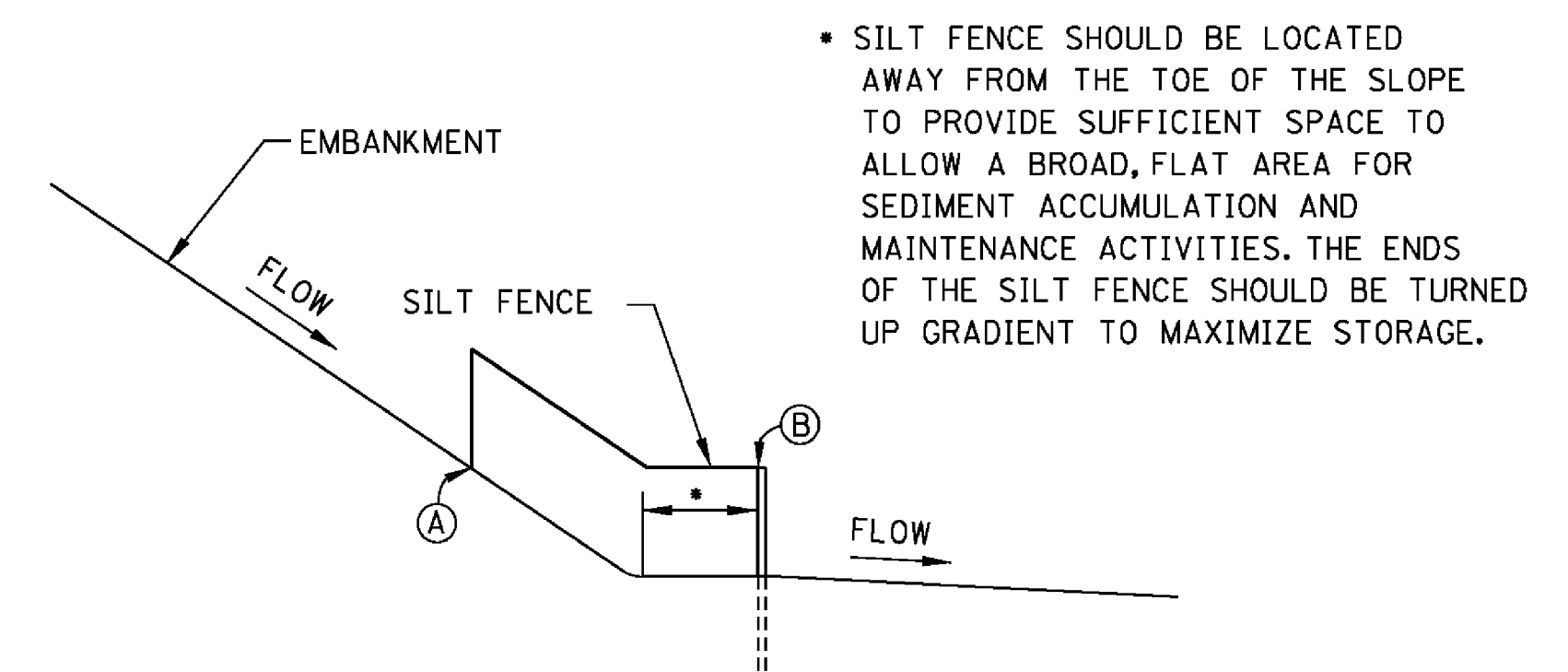
NOTE: ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON WK. NO. ECD-3



"J-HOOK" SILT FENCE APPLICATION



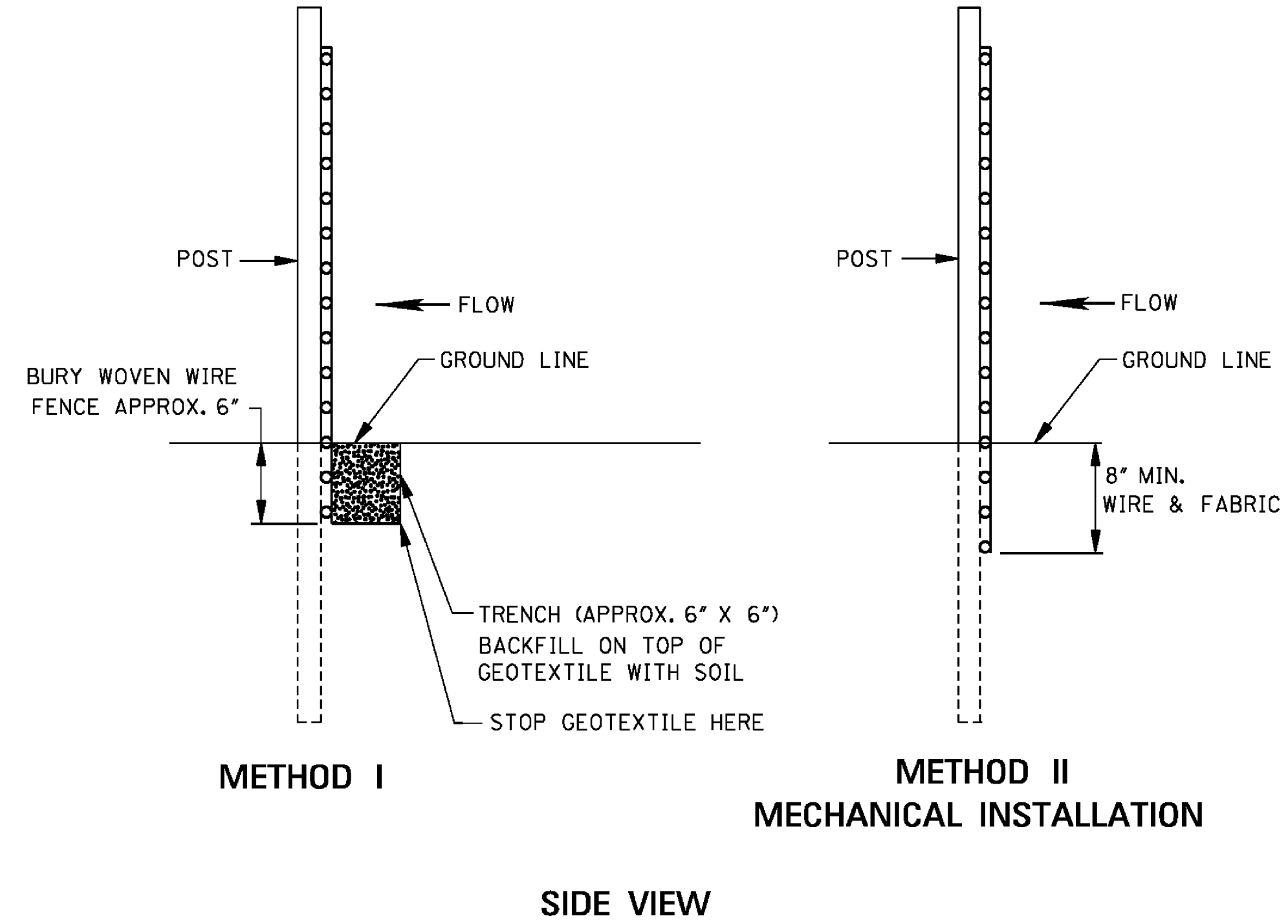
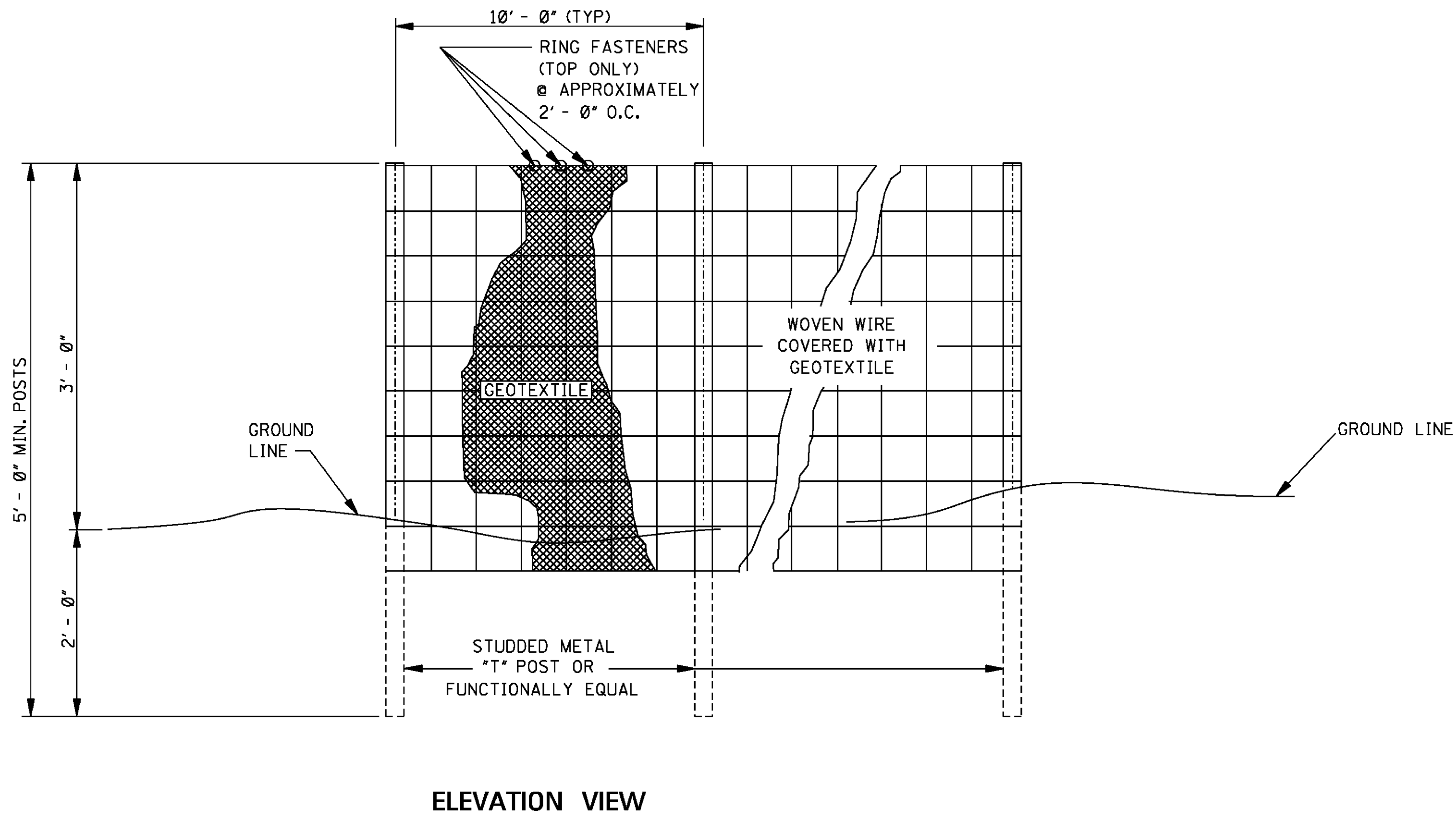
"SMILE-CONFIGURATION" SILT FENCE APPLICATION



SILT FENCE SECTION AT TOE OF FILL

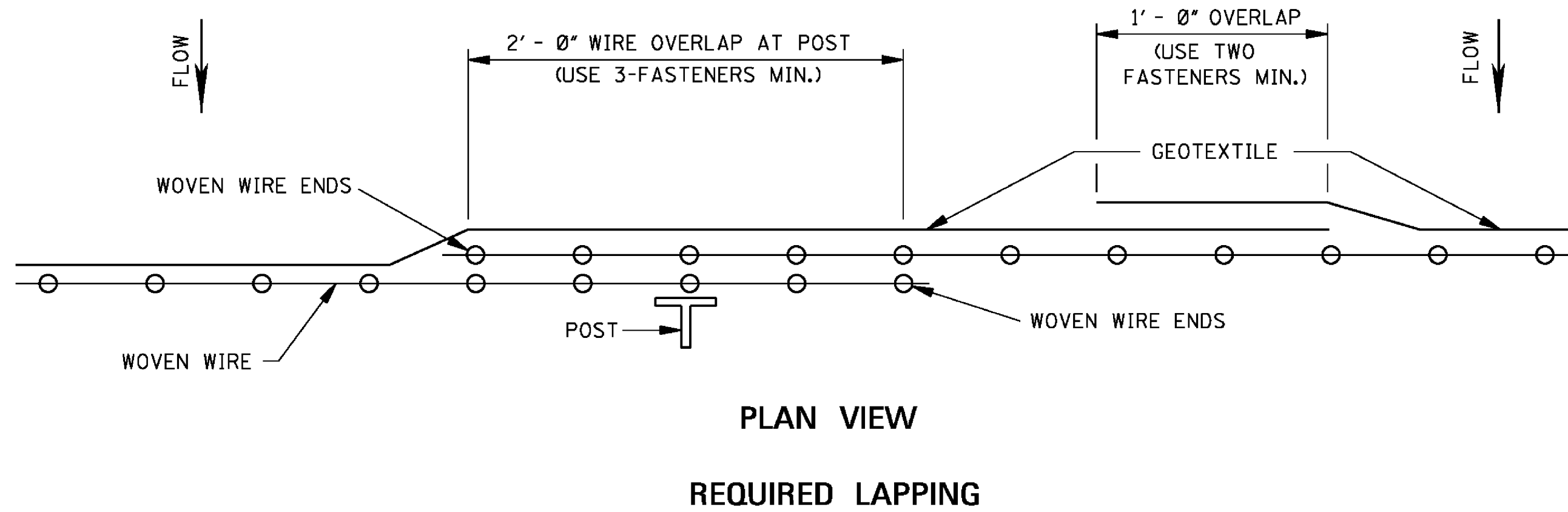
- SILT FENCE SHOULD BE LOCATED AWAY FROM THE TOE OF THE SLOPE TO PROVIDE SUFFICIENT SPACE TO ALLOW A BROAD, FLAT AREA FOR SEDIMENT ACCUMULATION AND MAINTENANCE ACTIVITIES. THE ENDS OF THE SILT FENCE SHOULD BE TURNED UP GRADIENT TO MAXIMIZE STORAGE.

				MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN			
				DETAILS OF SEDIMENT BARRIER APPLICATIONS			
				WORKING NUMBER ECD-2			
				SHEET NUMBER 6102			
				ISSUE DATE: AUGUST 01, 2017			

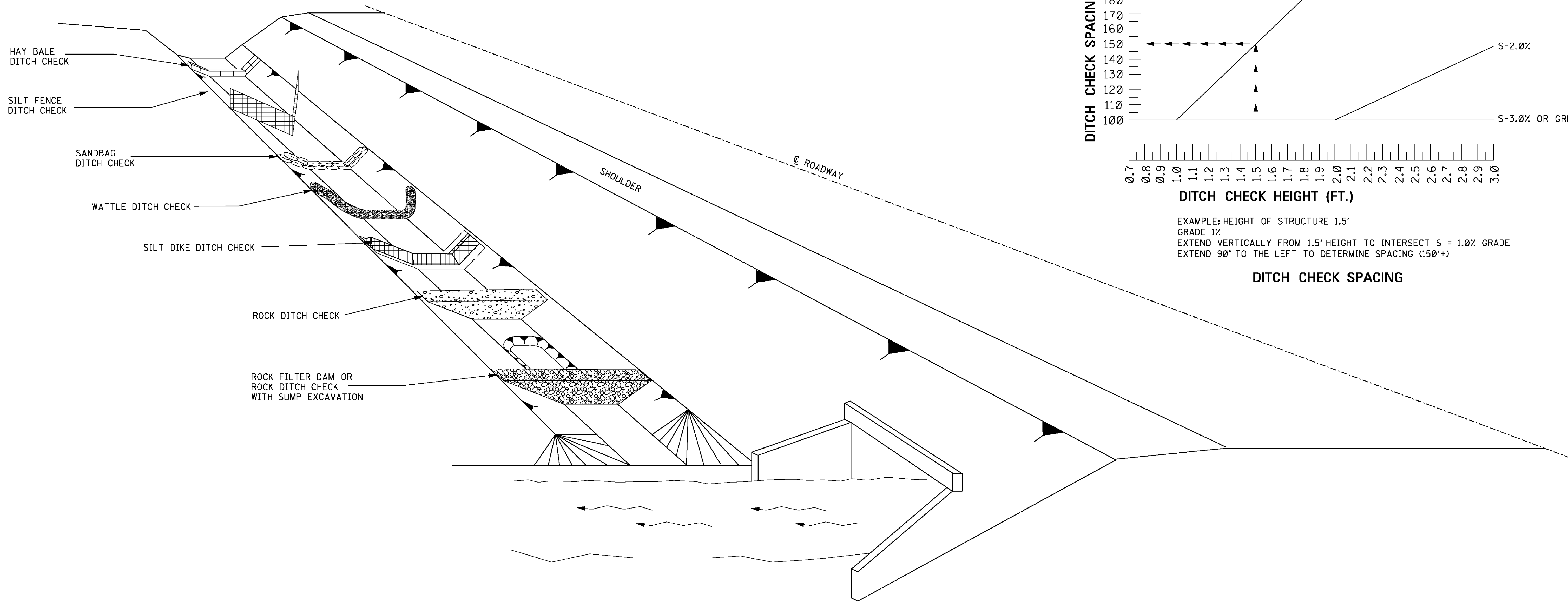


GENERAL NOTES:

1. SILT FENCES SHOULD BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHOULD BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STEAMS AND CHANNELS.
3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
4. WHENEVER POSSIBLE SILT FENCE SHOULD BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AN FACILITATES SEDIMENTATION.
5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF DETAIL.
7. WIRE SHALL BE A MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE.



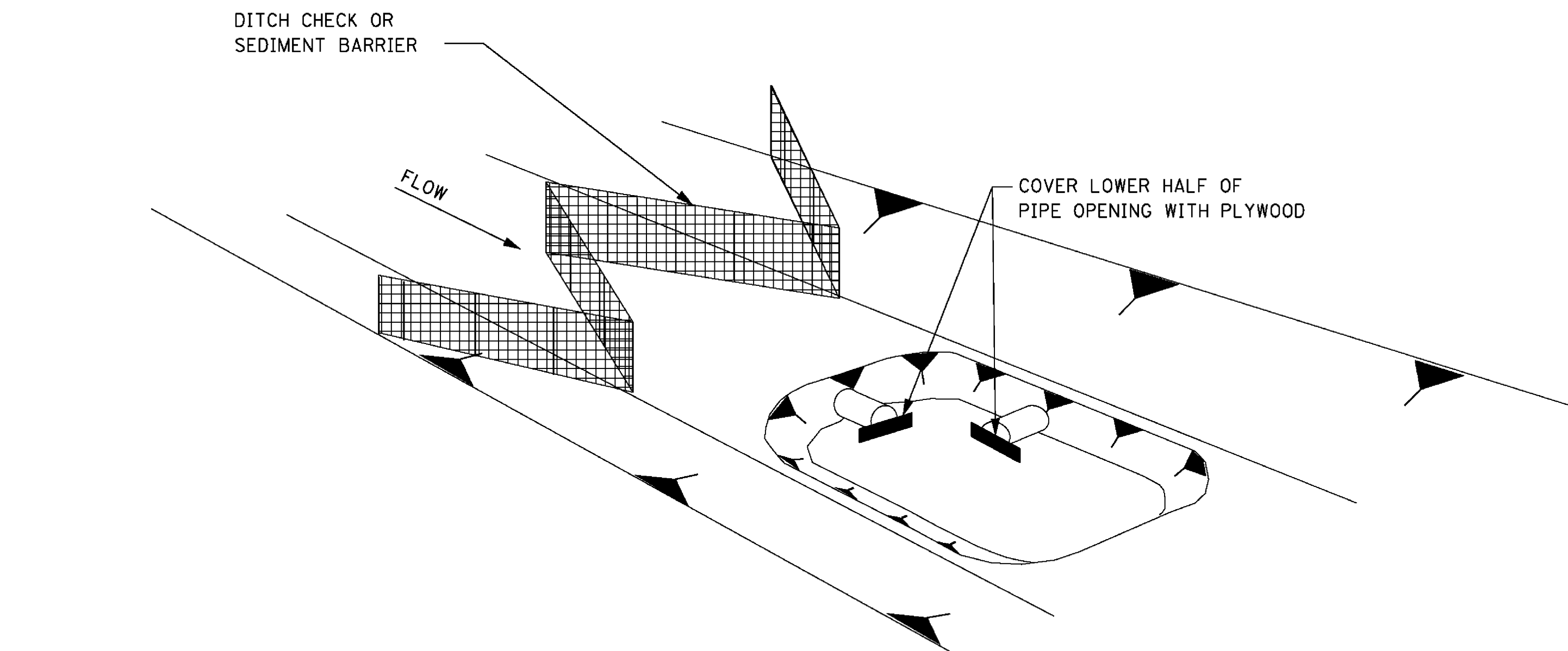
				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
				REVISION		
				DATE	ISSUE DATE: AUGUST 01, 2017	
					DETAILS OF SILT FENCE INSTALLATION	
					 WORKING NUMBER ECD-3	
					SHEET NUMBER 6103	



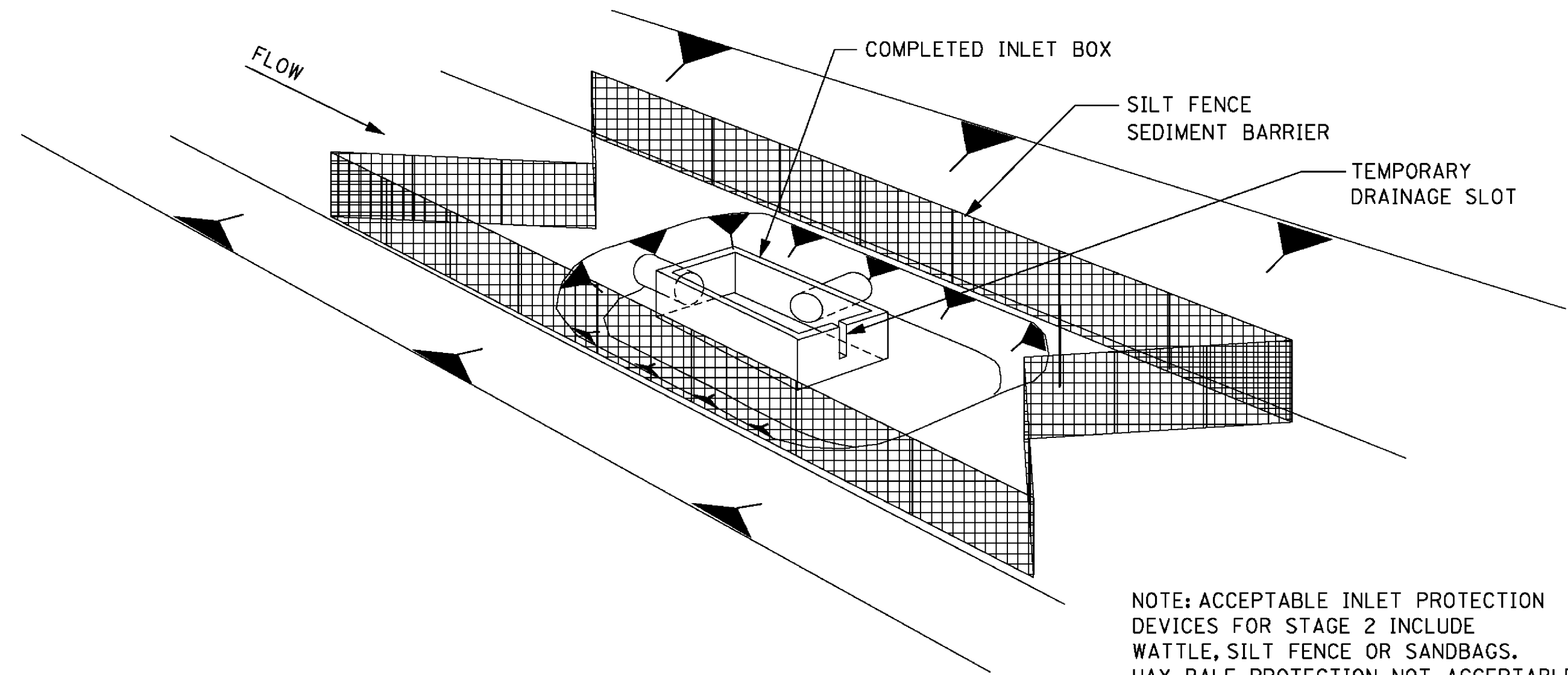
GENERAL NOTES:

1. THE DITCH CHECK PERSPECTIVE ILLUSTRATES A TOOL BOX OF TEMPORARY PRACTICES THAT MAY BE USED. DITCH CHECKS ARE INSTALLED TO CONTROL RUNOFF VELOCITY AND THUS REDUCE EROSION AND PROVIDE FOR TRAPPING OF SEDIMENTS.
2. SELECTION OF THE APPROPRIATE DITCH CHECK SHOULD BE A FUNCTION OF CONSTRUCTION PHASE, DRAINAGE AREA, DITCH GRADIENT, SOIL TYPE, ECONOMY AND SAFETY.
3. DITCH CHECKS CAN BE REMOVED FOR MAINTENANCE AND/OR REPLACEMENT BUT MUST REMAIN IN PLACE UNTIL UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED. MAINTENANCE INCLUDES REMOVAL OF SEDIMENT BEGINNING WHEN SEDIMENT ACCUMULATION REACHES $\frac{1}{3}$ THE CAPACITY OR HEIGHT OF THE STRUCTURE AND NEVER ALLOWING FOR SEDIMENT TO ACCUMULATE MORE THAN $\frac{1}{2}$ THE VOLUME OR HEIGHT OF THE DITCH CHECK STRUCTURE.
4. HAY BALES SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
5. SILT FENCE DITCH CHECKS SHOULD BE USED WHERE IT HAS BEEN DETERMINED THAT HAY BALE CHECKS ARE INADEQUATE. SILT FENCE DITCH CHECKS SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
6. SANDBAG DITCH CHECKS SHOULD BE USED FOR VELOCITY REDUCTION AND MINIMAL SEDIMENT TRAPPING IN CONCRETE PAVED DITCHES OR IN DITCHES THAT HAVE ROCK BOTTOMS.
7. WATTLE DITCH CHECKS CAN BE USED FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
8. SILT DIKES CAN BE USED IN DITCHES WITH CONCENTRATED FLOWS WITHIN THE CLEAR ZONE WHERE RIPRAP CAN NOT BE USED. AS CONSTRUCTION PROGRESSES.
9. ROCK DITCH CHECKS WITH SUMP EXCAVATION CAN BE PLACED IN DITCHES TO ASSURE ON-SITE SEDIMENT TRAPPING REQUIREMENTS ARE MET. DITCH CHECK WITH SUMP EXCAVATION IS USED WHEN DITCHES RECEIVE DRAINAGE FROM CUT OR FILL SLOPES OR OTHER CRITICAL AREAS WHERE SOIL EROSION IS EXPECTED. DRAINAGE AREA FOR A TEMPORARY SEDIMENT TRAP SHOULD BE LIMITED TO 3 ACRES. THEY CAN BE USED IN SERIES TO INCREASE ON-SITE SEDIMENT TRAPPING EFFICIENCY.
10. DITCH CHECKS, IN NO CASE, SHALL BE PLACED IN LIVE STREAMS.
11. CONFIGURATION AND SPACING MAY BE ADJUSTED IF APPROVED BY THE ENGINEER TO ACCOMMODATE TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES.

					BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
					REVISION	DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS
					DATE	ISSUE DATE: AUGUST 01, 2017
						WORKING NUMBER ECD-4
						SHEET NUMBER 6104

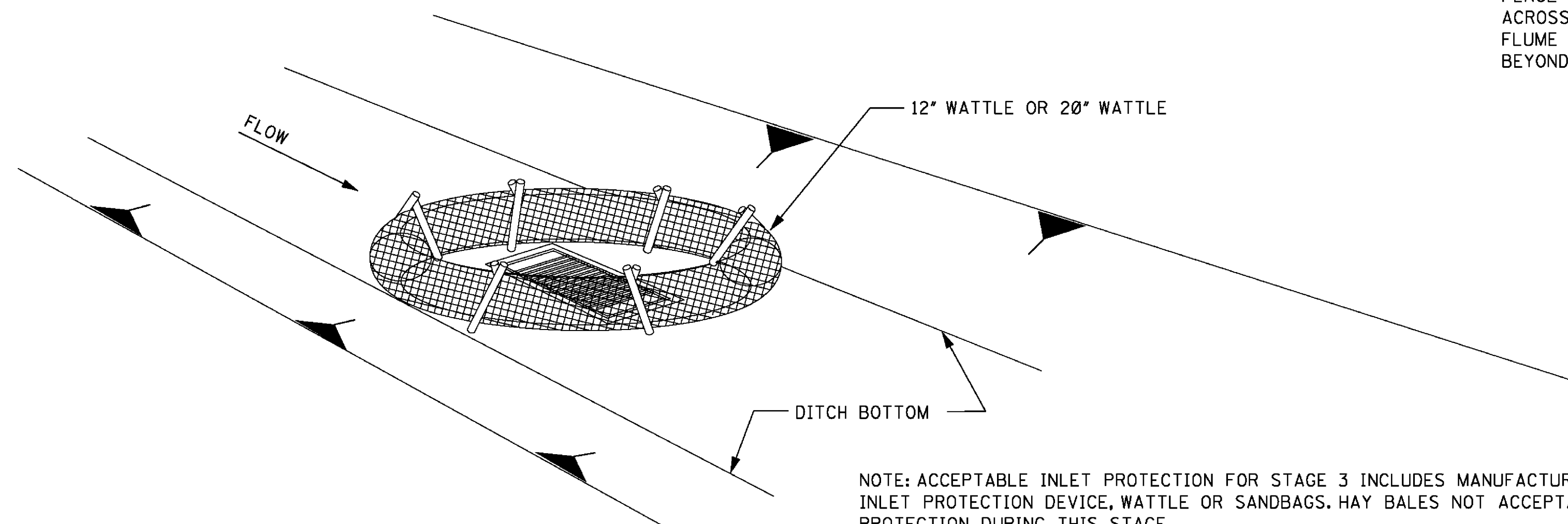


STAGE 1
INLET/JUNCTION BOX LOCATION EXCAVATED



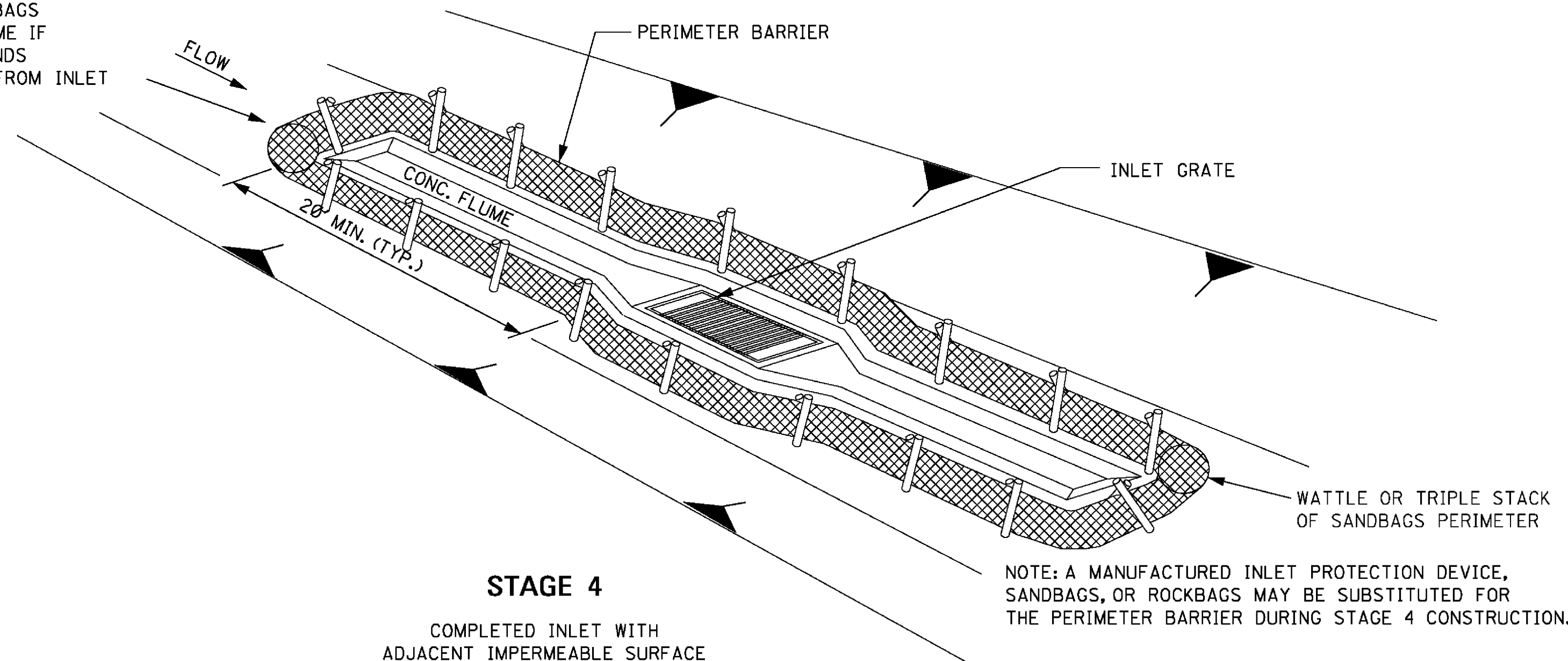
STAGE 2
INLET/JUNCTION BOX
CONSTRUCTED BUT NOT BACKFILLED

NOTE: ACCEPTABLE INLET PROTECTION DEVICES FOR STAGE 2 INCLUDE WATTLE, SILT FENCE OR SANDBAGS. HAY BALE PROTECTION NOT ACCEPTABLE DURING THIS PHASE.



STAGE 3
INLET CONSTRUCTED AND BACKFILLED

PLACE SANDBAGS
ACROSS FLUME IF
FLUME EXTENDS
BEYOND 20' FROM INLET



STAGE 4
COMPLETED INLET WITH
ADJACENT IMPERMEABLE SURFACE

NOTE: A MANUFACTURED INLET PROTECTION DEVICE, SANDBAGS, OR ROCKBAGS MAY BE SUBSTITUTED FOR THE PERIMETER BARRIER DURING STAGE 4 CONSTRUCTION.

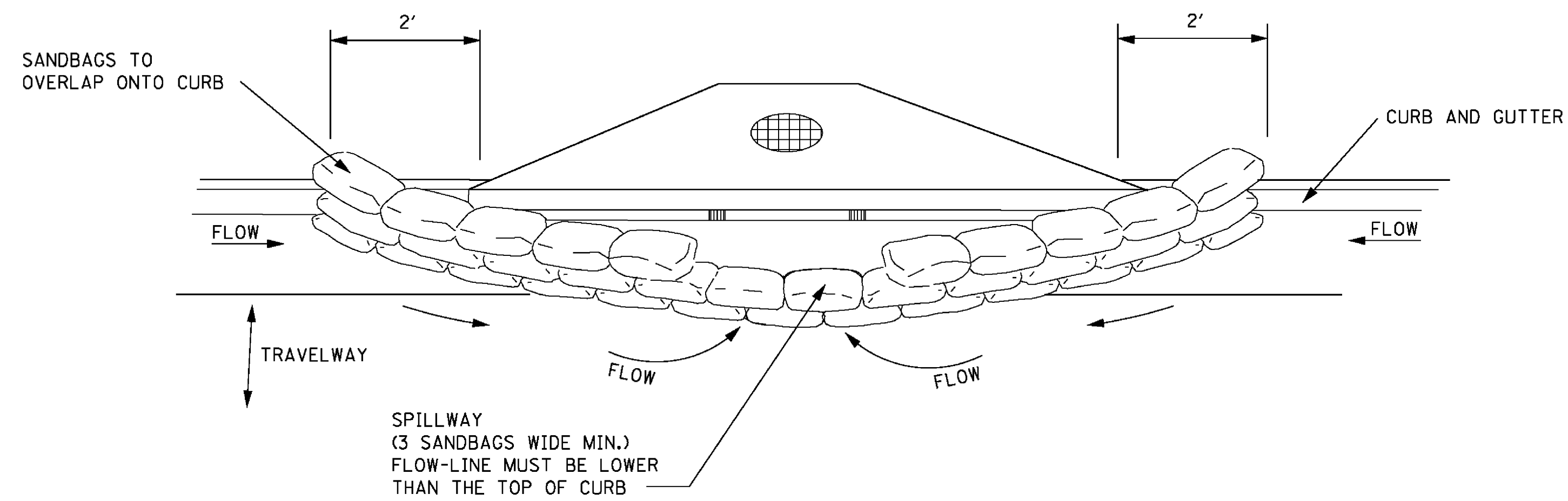
DITCH INLET CONSTRUCTION STAGES

NOTES:

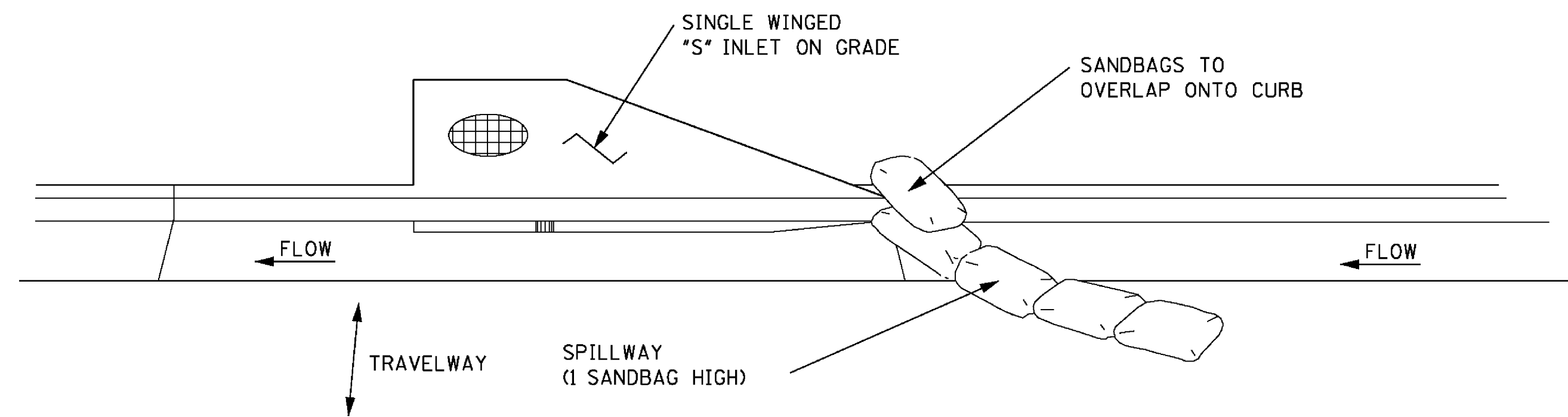
1. DRAINAGE STRUCTURE BACKFILL SHOULD BE PLACED IN STAGE 1 IMMEDIATELY AFTER PIPE INSTALLATION. INLET CONSTRUCTION SHOULD COMMENCE AS SOON AS POSSIBLE AND BE CONTINUOUS THROUGH COMPLETION.
2. CONFIGURATIONS MAY BE ADJUSTED WITH APPROVAL OF THE ENGINEER FOR TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES.
3. DURING STAGE 1 AND STAGE 2, SILT FENCE MAY BE REQUIRED UPSLOPE OF THE INLET EXCAVATION AS DIRECTED BY THE ENGINEER.
4. IF SILT FENCE IS INSTALLED AROUND THE INLET INSTALLATION IT SHOULD BE IN A CONFIGURATION THAT WILL ALLOW INLET CONSTRUCTION.
5. FOR INLET PROTECTION TO BE USED IN STAGES 1 AND 2 OF CONSTRUCTION, SEE WK. NO. ECD-12.

			BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
			REVISION	TYPICAL APPLICATIONS AND DETAILS FOR INLET CONSTRUCTION	
			DATE	ISSUE DATE: <u> AUGUST 01, 2017 </u>	
				 MISSISSIPPI DEPARTMENT OF TRANSPORTATION WORKING NUMBER ECD-11 SHEET NUMBER 6111	

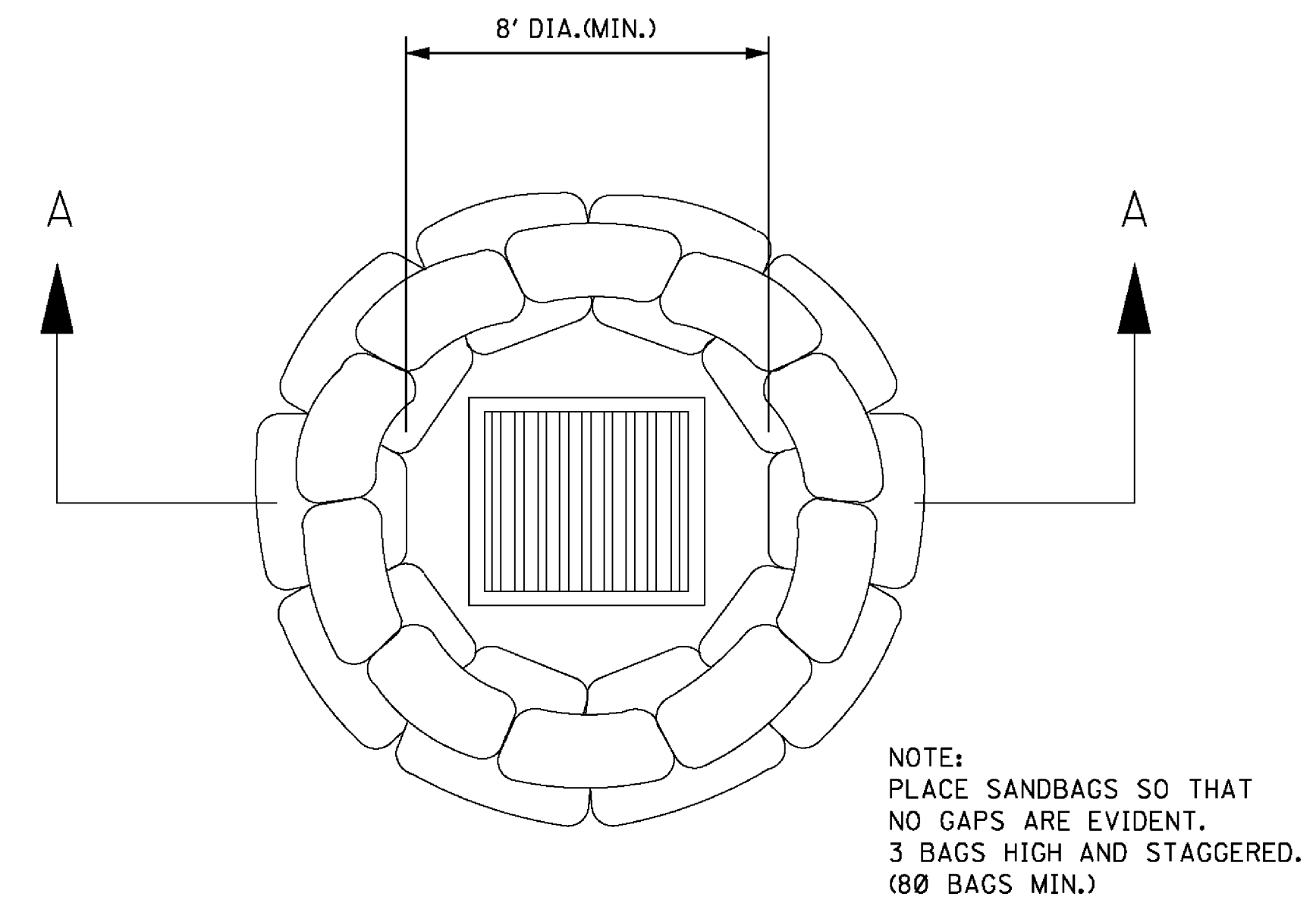
STATE	PROJECT NO.
MISS.	



TYPICAL (SANDBAG) PROTECTION FOR INLET IN SAG

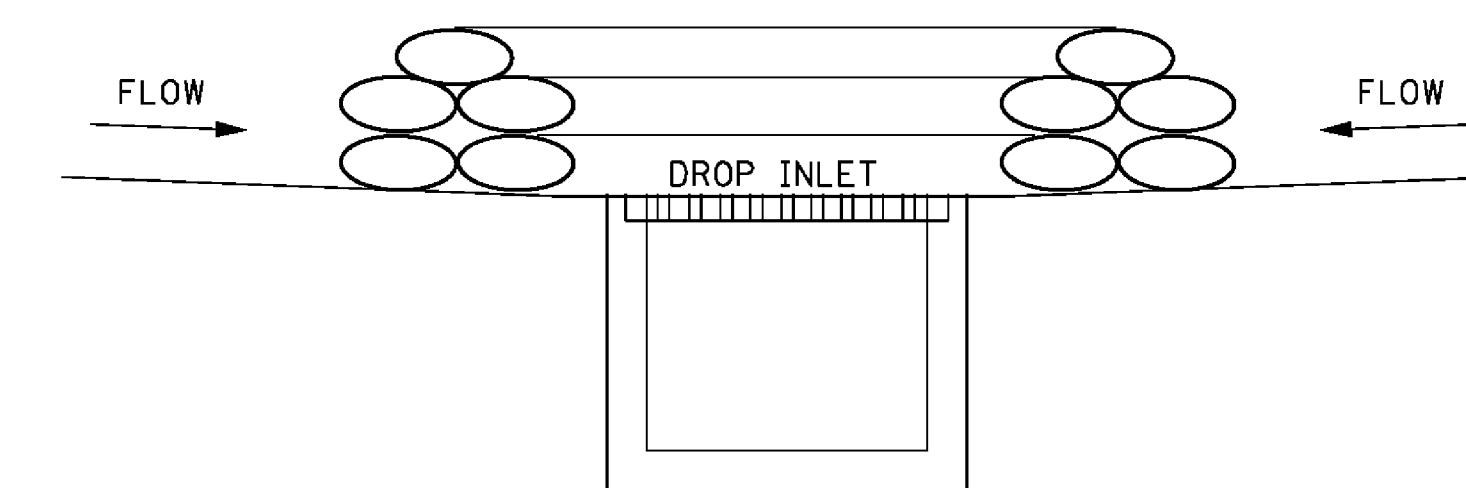


TYPICAL (SANDBAG) PROTECTION FOR INLET ON GRADE



DROP INLET

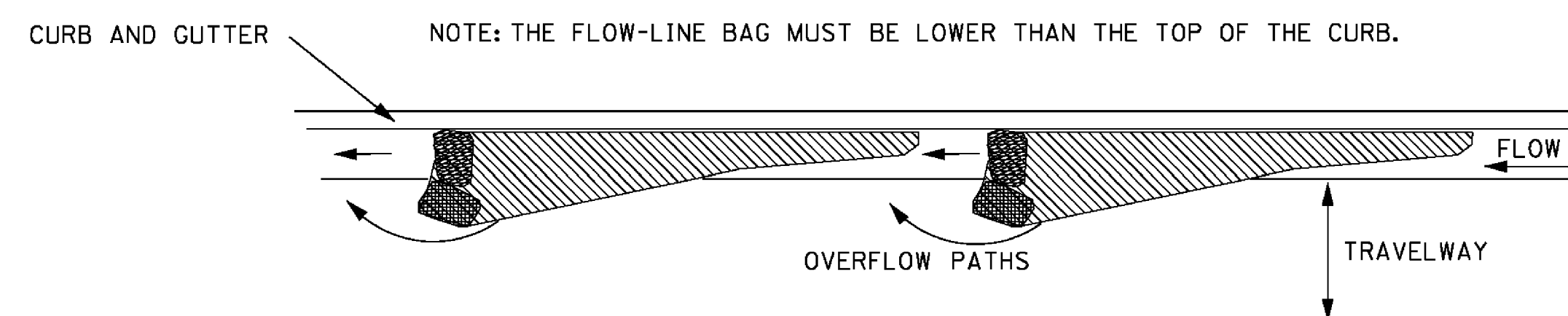
PLAN VIEW



SECTION A-A
SANDBAG BARRIER

CURB INLET PROTECTION NOTES:

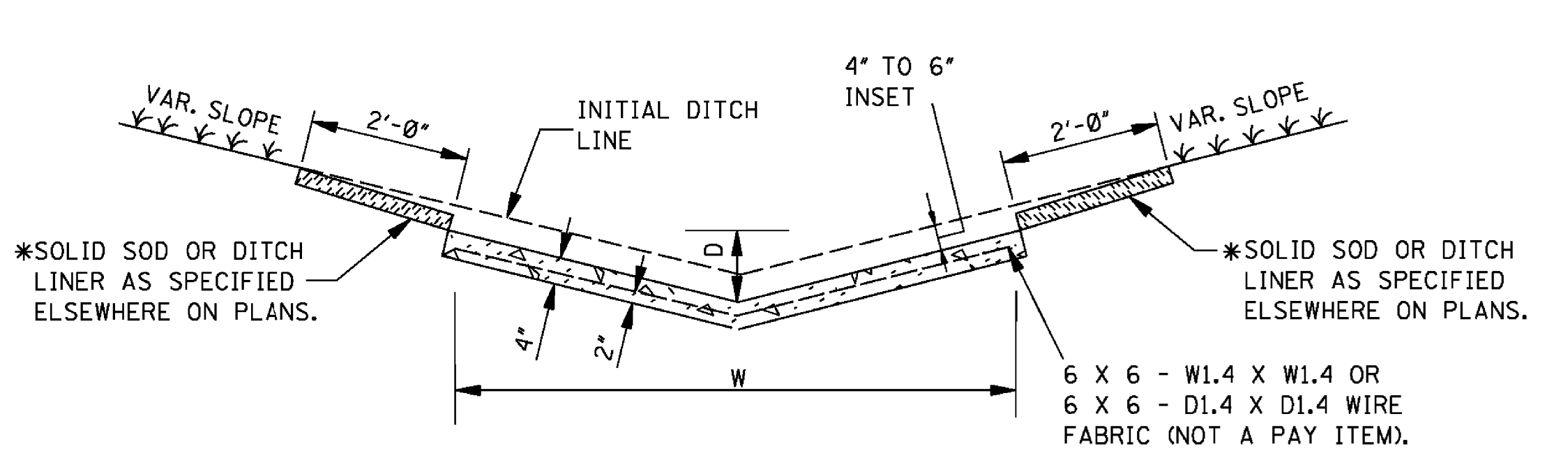
1. THIS CURB INLET PROTECTION METHOD CAN BE USED DURING ANY STAGE OF BASE AND PAVEMENT CONSTRUCTION.
2. BAG HEIGHT AND NUMBER OF BAGS SHOULD BE BASED ON CURB HEIGHT AND USE OF TRAVELWAY.
3. SEDIMENT SHOULD BE CONTROLLED PRIOR TO ENTERING GUTTER. GUTTER CHECKS AND INLET PROTECTION ARE FOR SECONDARY CONTROL.
4. REMOVE ACCUMULATED SEDIMENT AFTER EVERY RAINFALL. SWEEP SEDIMENT FROM HARD SURFACES AND DISPOSE OF APPROPRIATELY AWAY FROM INLETS AND/OR WATER BODIES.
5. IF DENUDED AREAS EXIST BEHIND THE INLET, A SEDIMENT BARRIER SHOULD BE INSTALLED AROUND ITS PERIMETER TO CONTROL SEDIMENT.



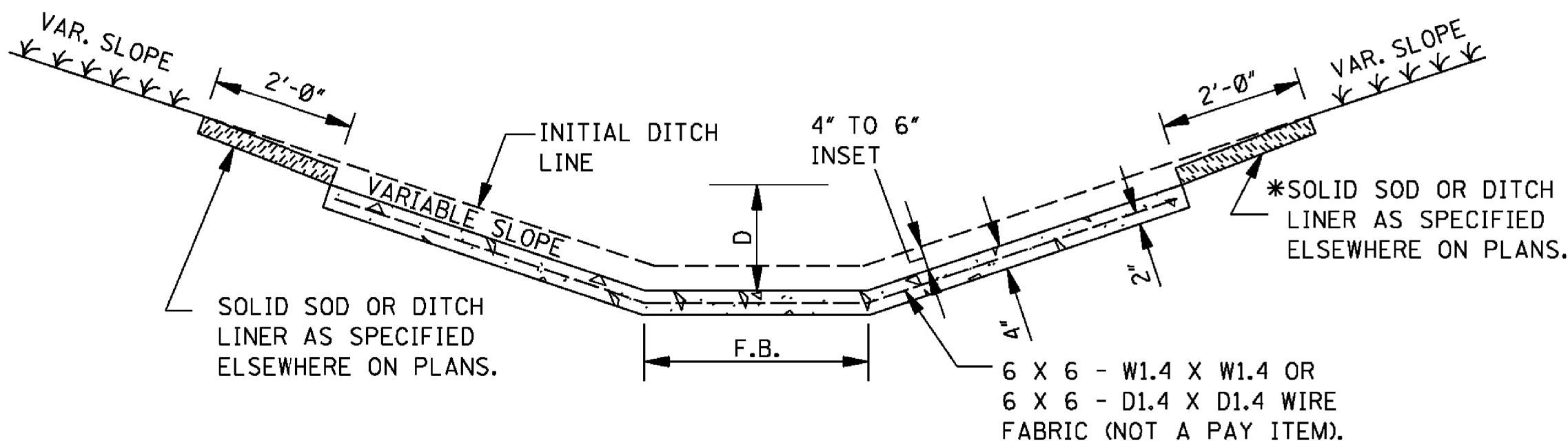
CURB AND GUTTER SEDIMENT CONTAINMENT SYSTEM

					BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN				
					REVISION		INLET PROTECTION DETAILS OF SANDBAGS	 WORKING NUMBER ECD-15		
					DATE	ISSUE DATE: <u> AUGUST 01, 2017 </u>				

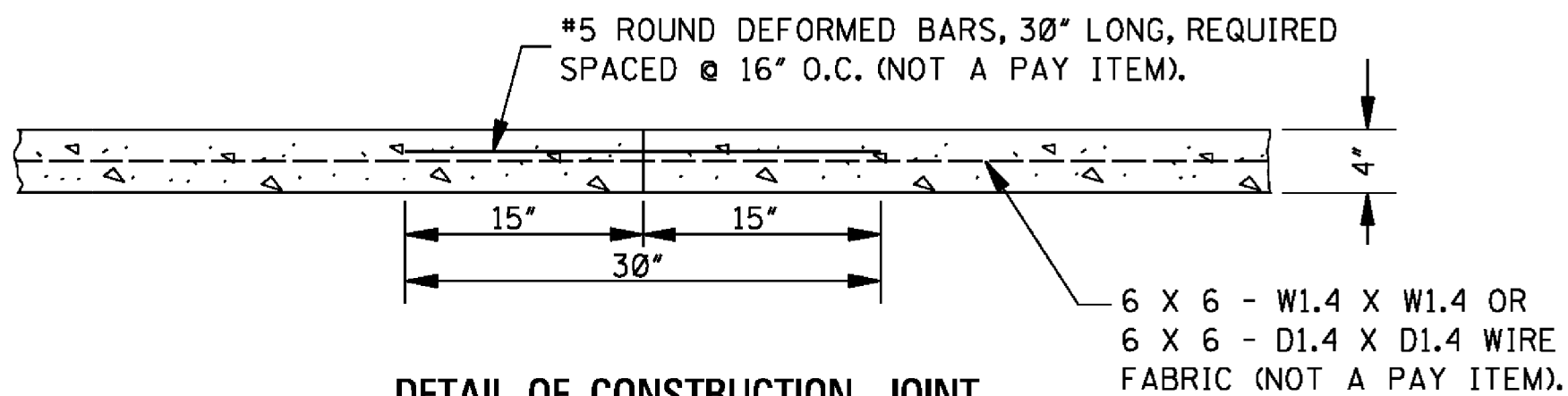
G:\PROJECTS\Mississippi Highway Improvements Along Lamar Boulevard\11248\AAD Files\Roadway\11248_Rdwy_Stdin\DWG_r1.dwg, 6/12/2020 12:56:18 PM



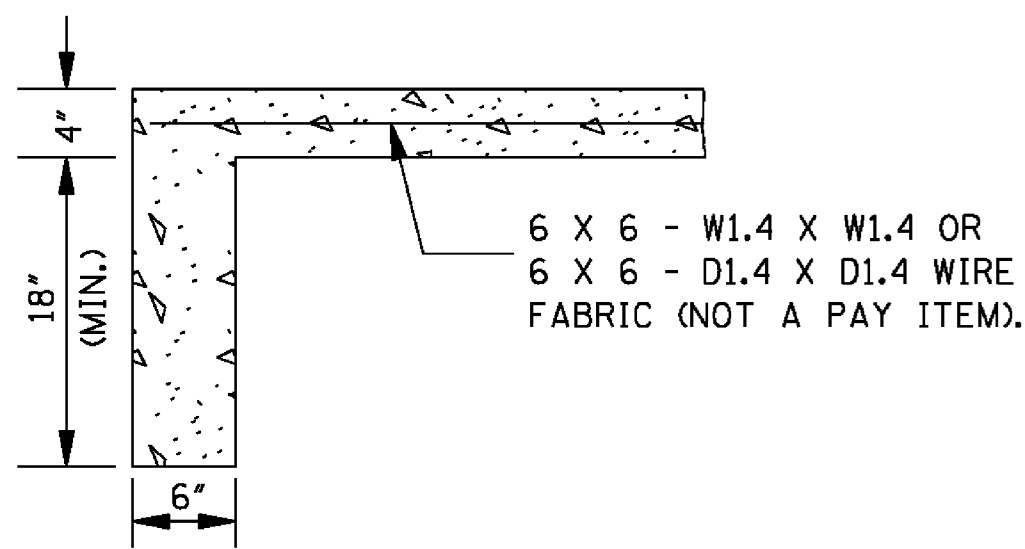
"V" TYPE SECTION



FLAT BOTTOM SECTION



DETAIL OF CONSTRUCTION JOINT



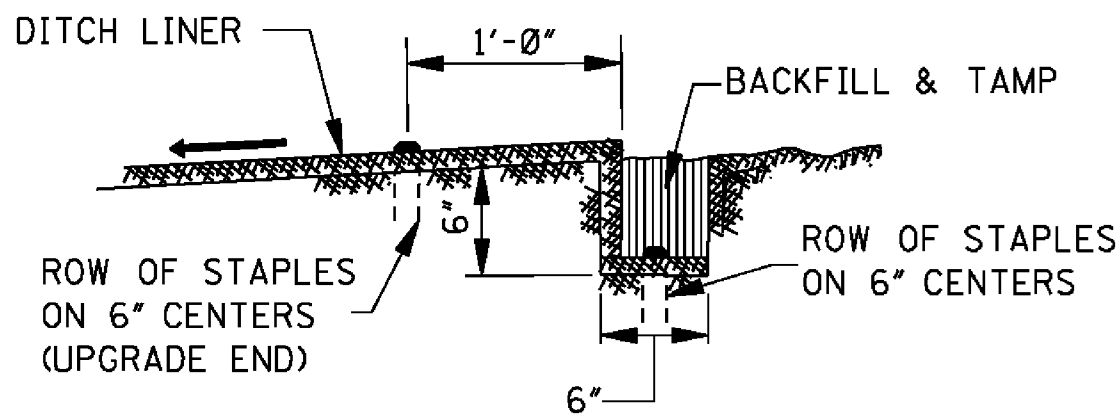
DETAIL OF TOE WALL

NOTE: TOE WALL REQUIRED
UPSTREAM AND DOWNSTREAM.

CONCRETE PAVED DITCH

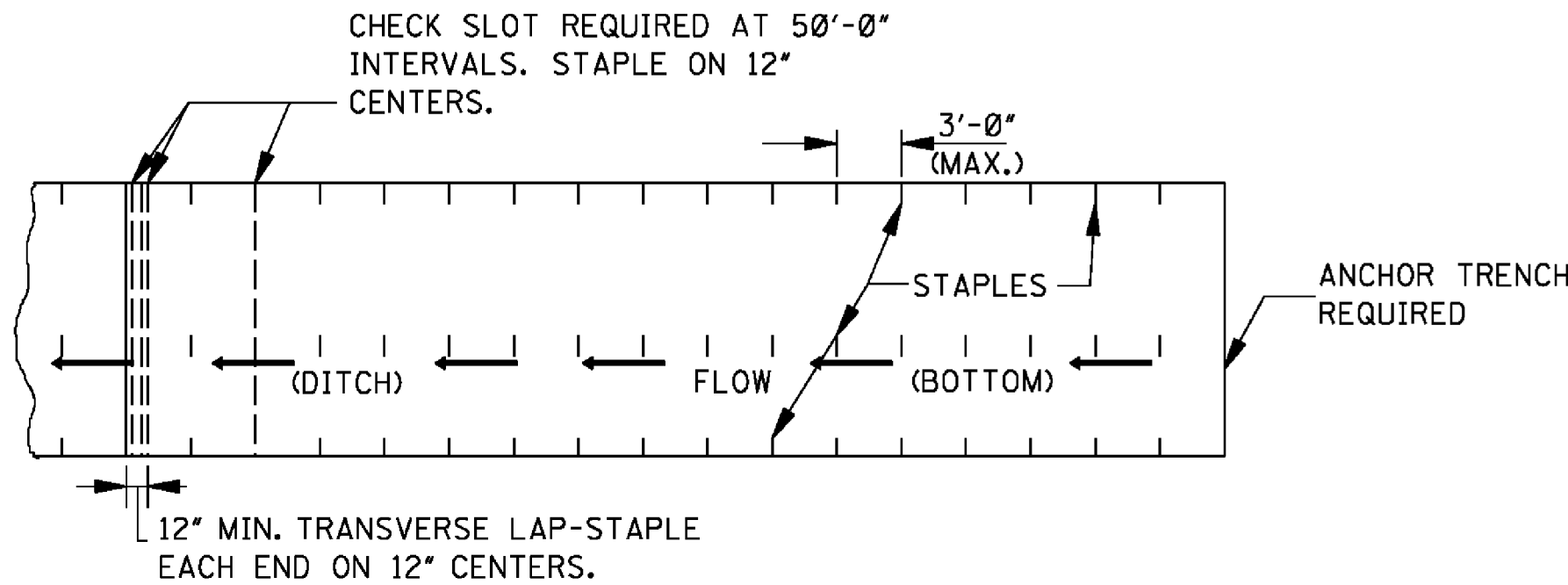
NOTES:

- CONCRETE PAVED DITCHES SHALL BE GROOVED AT 20'-0" INTERVALS. THE GROOVES SHALL BE CUT TO A DEPTH OF NOT LESS THAN 1".
 - DIMENSIONS D & W ARE AS FOLLOWS:
D(MINIMUM) = 6"
D(NOMINAL) = 9"
W(MINIMUM) = 24"
 - CHAIR SUPPORTS FOR THE WIRE MESH WILL NOT BE REQUIRED. HOWEVER, THE CONTRACTOR SHALL PLACE THE WIRE MESH IN A SATISFACTORY AND WORKMANLIKE MANNER TO ENSURE THAT THE FINAL POSITION IS REASONABLY NEAR THE POSITION INDICATED.
- * 4. CENTER ROW OF STAPLES MAY BE OMITTED ON DITCH LINER.

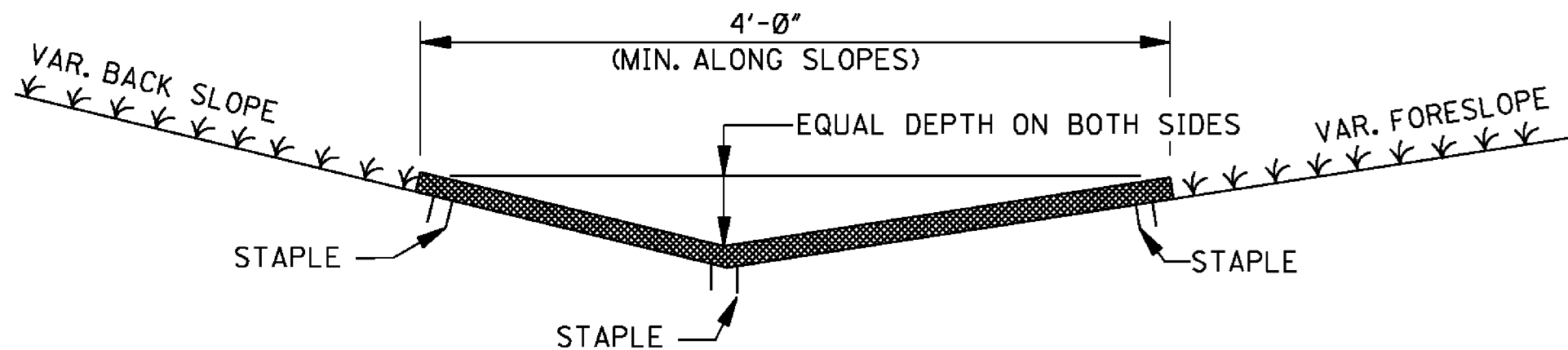


ANCHOR TRENCH DETAIL

NOTE: ANCHOR TRENCH REQUIRED AT THE BEGINNING
AND ENDING OF EACH AREA TO BE COVERED, EXCEPT
DOWNSTREAM END ADJOINING A STRUCTURE.



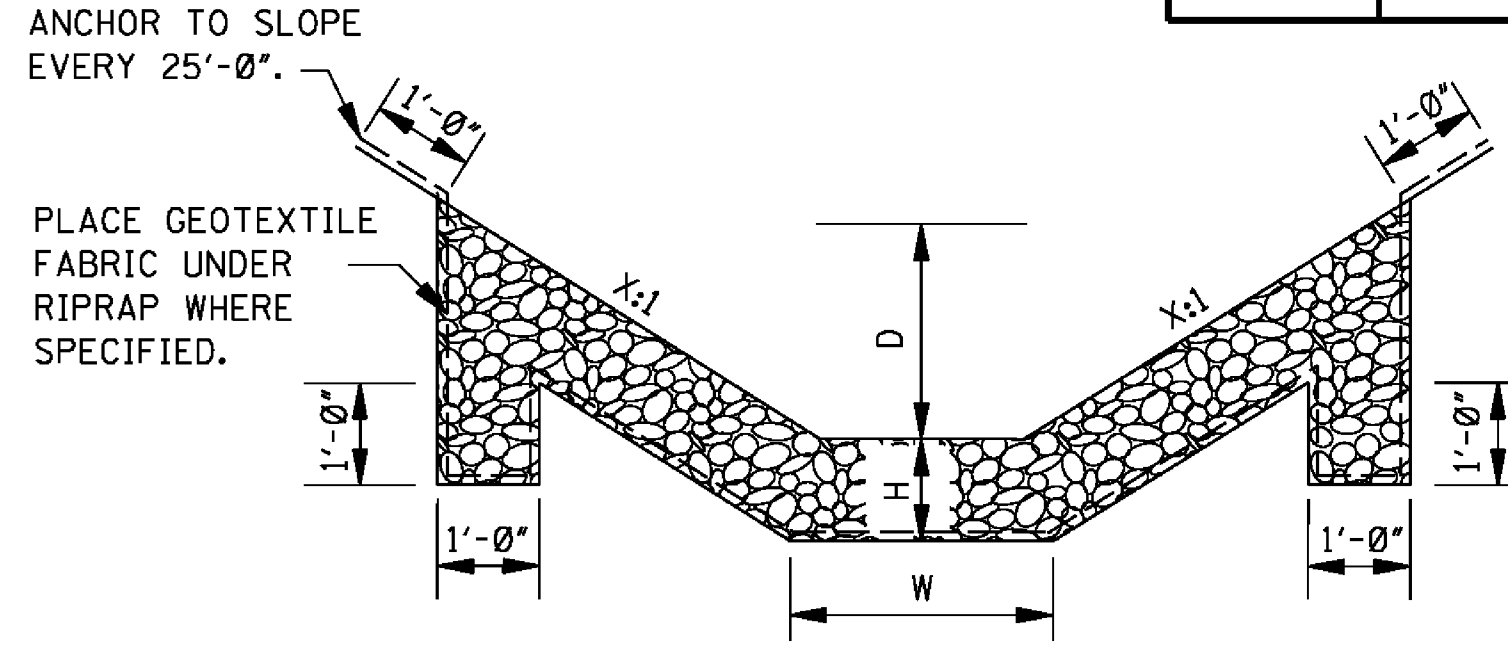
PLAN



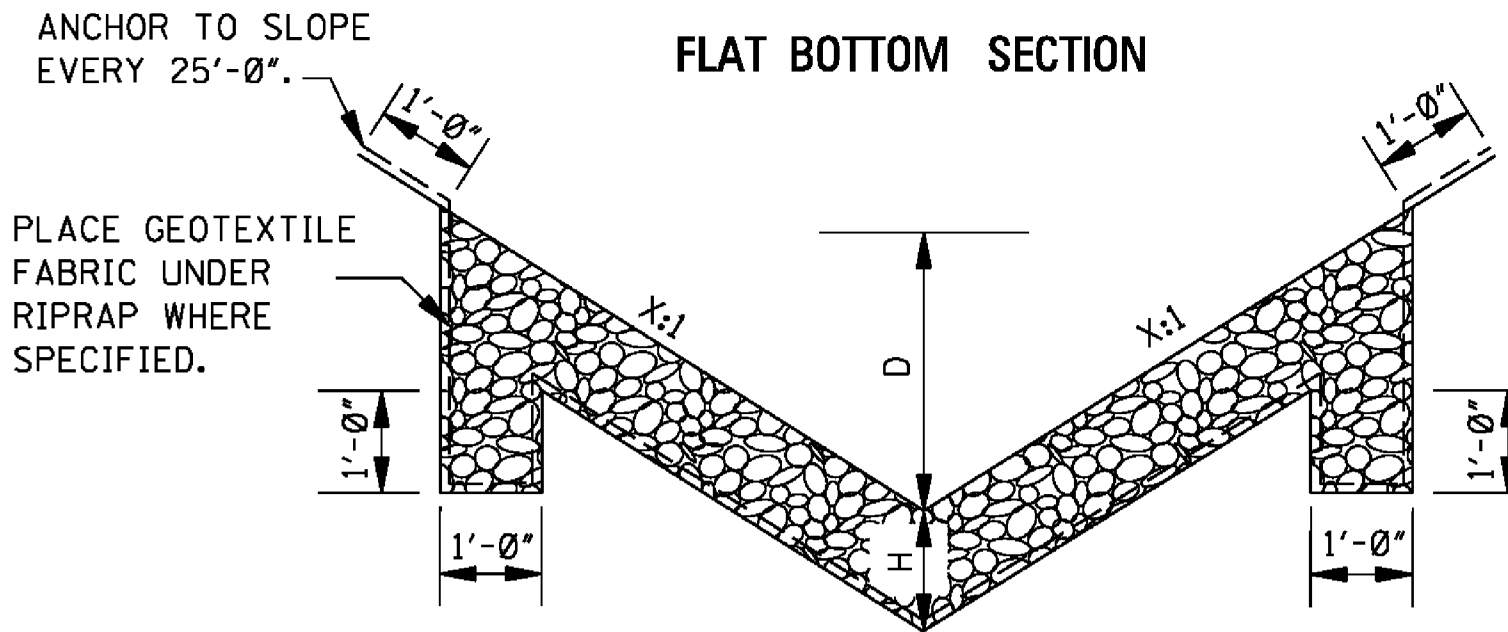
SECTION

DITCH LINER TREATMENT (EXCELSIOR BLANKET, JUTE MESH OR EROSION CONTROL FABRIC)

NOTE: DITCHES TREATED WITH DITCH LINER
WILL BE VEGETATED PRIOR TO TREATMENT,
UNLESS OTHERWISE INDICATED.



FLAT BOTTOM SECTION

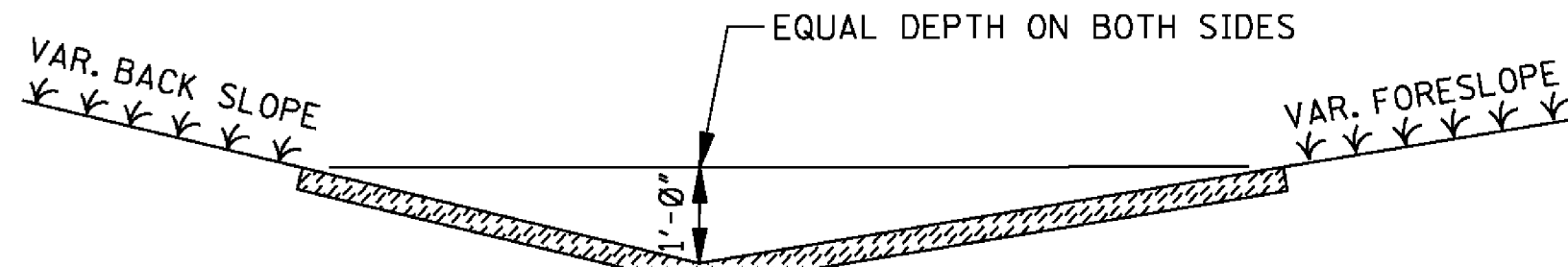


"V" TYPE SECTION RIPRAP TREATMENT

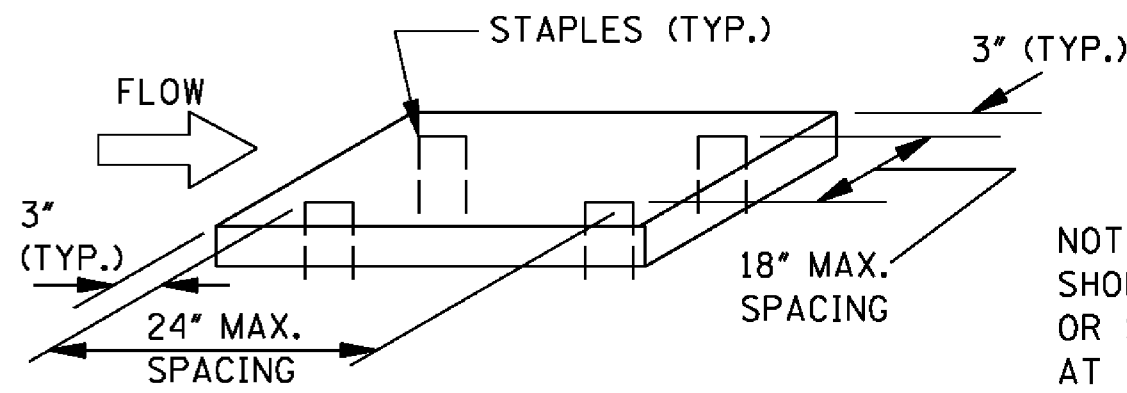
NOTES:

- DIMENSIONS D, W AND X ARE VARIABLE AND ARE SHOWN ELSEWHERE ON THE PLANS.
- THE RIPRAP SIZE AND MINIMUM DEPTH "H" FOR RIPRAP TREATMENT ARE AS FOLLOWS.

RIPRAP SIZE & MINIMUM DEPTH "H"	
H (in)	RIPRAP SIZE (lbs)
12"	100
18"	300



SOLID SOD TREATMENT



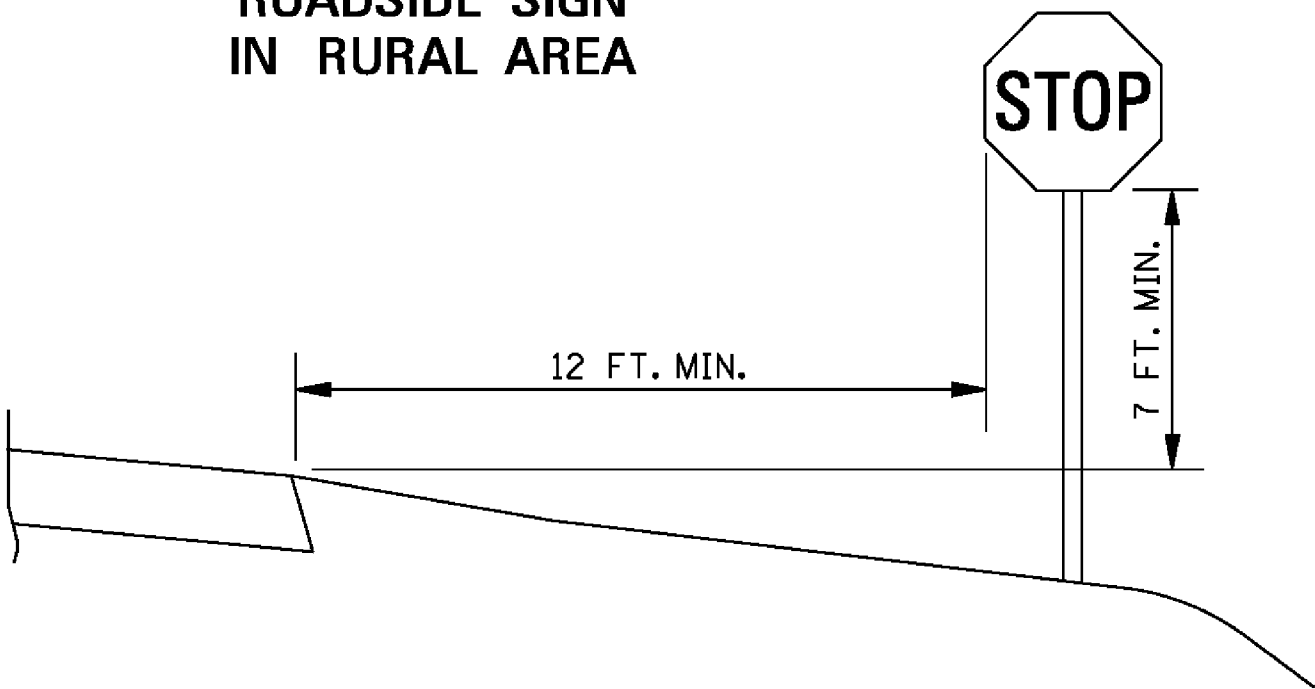
GENERAL NOTE:

- FOR LOCATION OF APPROPRIATE DITCH TREATMENTS, SEE PLAN SHEETS AS DENOTED BY THE FOLLOWING LEGEND OR AS DIRECTED BY THE ENGINEER:

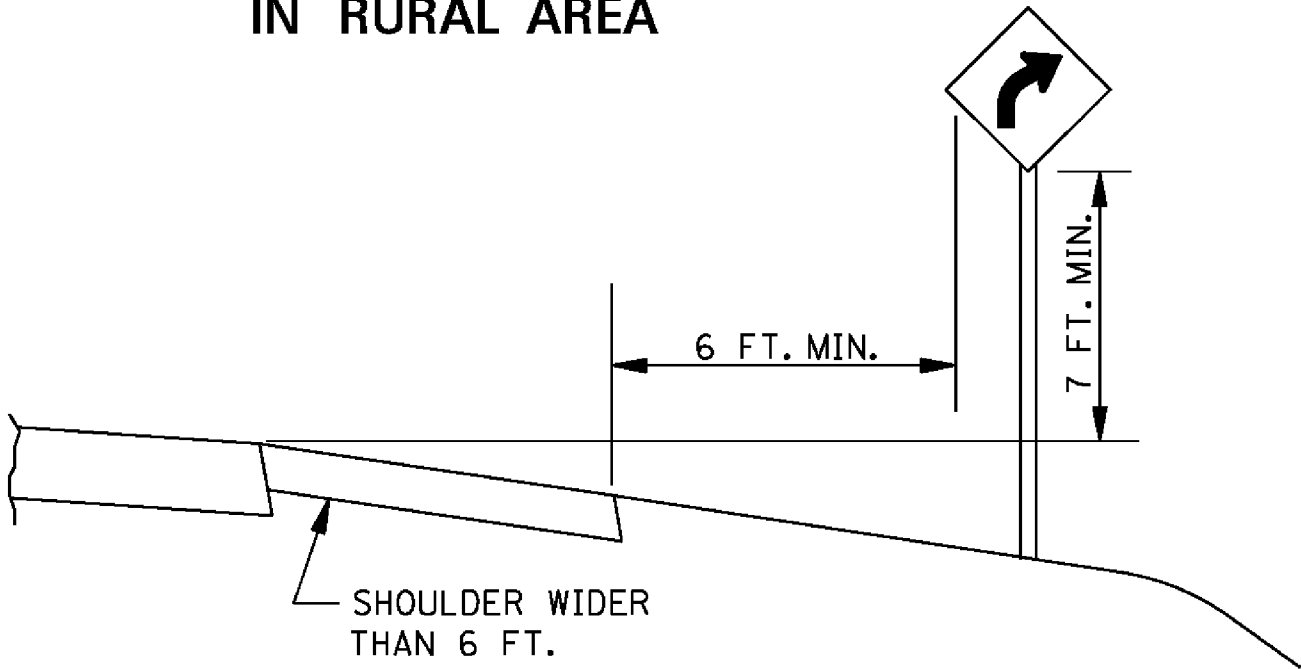
	DITCH LINER
	SOLID SOD
	CONCRETE PAVED DITCH
	RIPRAP

		BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
		REVISION	DETAILS OF TYPICAL DITCH TREATMENTS	
		DATE	ISSUE DATE: AUGUST 01, 2017	
				 WORKING NUMBER DT-1 SHEET NUMBER 6123

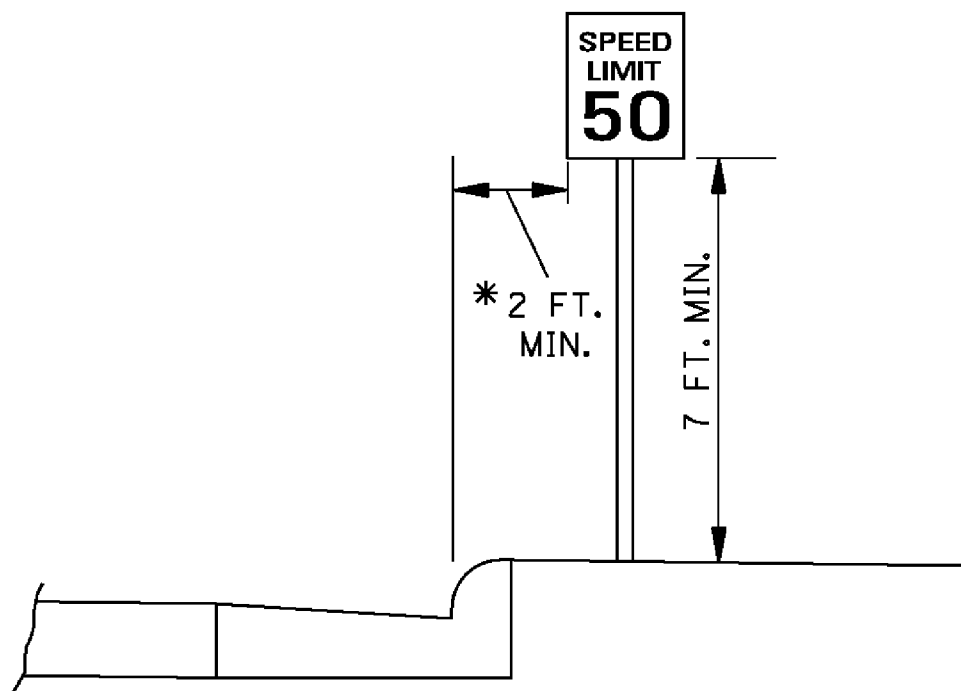
ROADSIDE SIGN
IN RURAL AREA



ROADSIDE SIGN
IN RURAL AREA

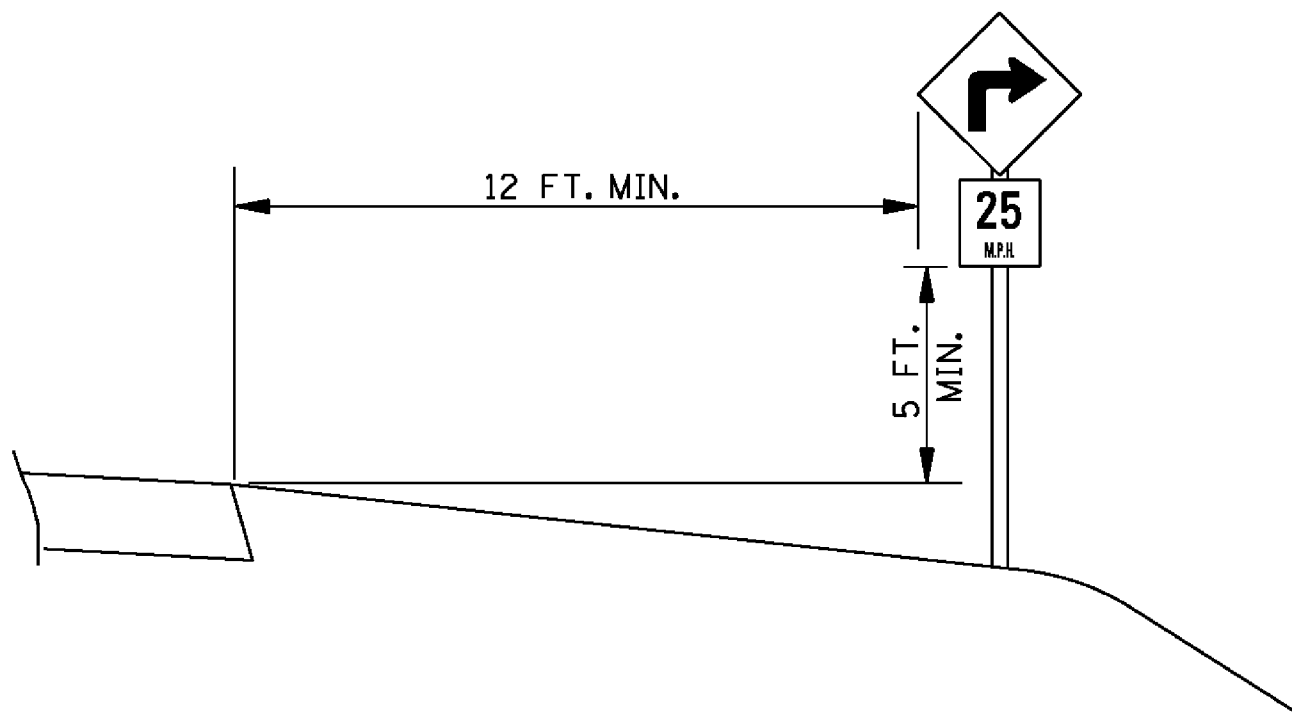


ROADSIDE SIGN IN BUSINESS,
COMMERCIAL, OR RESIDENTIAL AREA

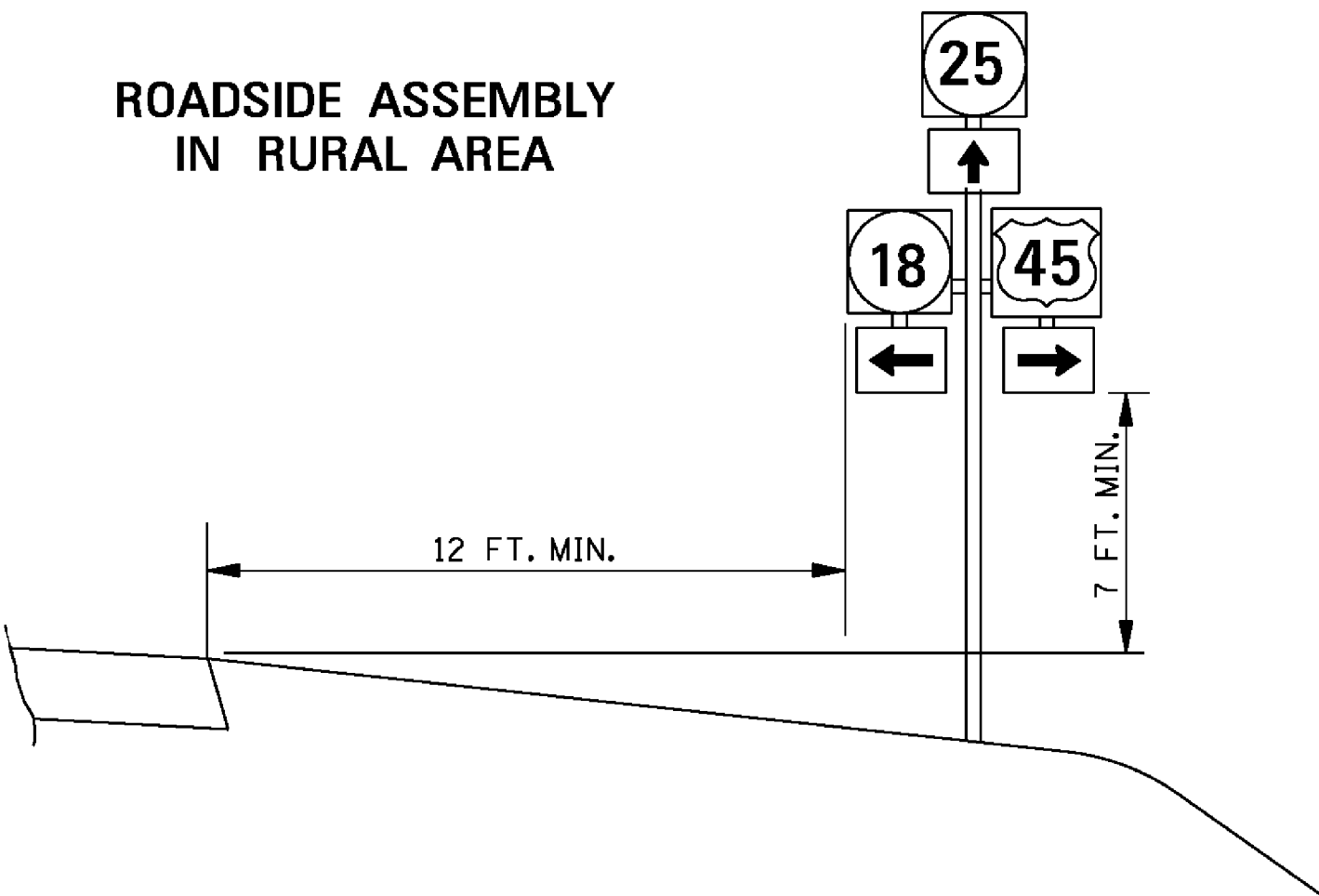


* THE 2 FT. MINIMUM OFFSET APPLIES ONLY TO STANDARD SIGNS MOUNTED ON U-POSTS. ALL STANDARD SIGNS MOUNTED ON PIPE WILL BE OFFSET A MINIMUM OF 4 FT.. RAMP DESTINATION SIGNS WILL BE OFFSET 4 FT. FROM THE SHOULDERS.

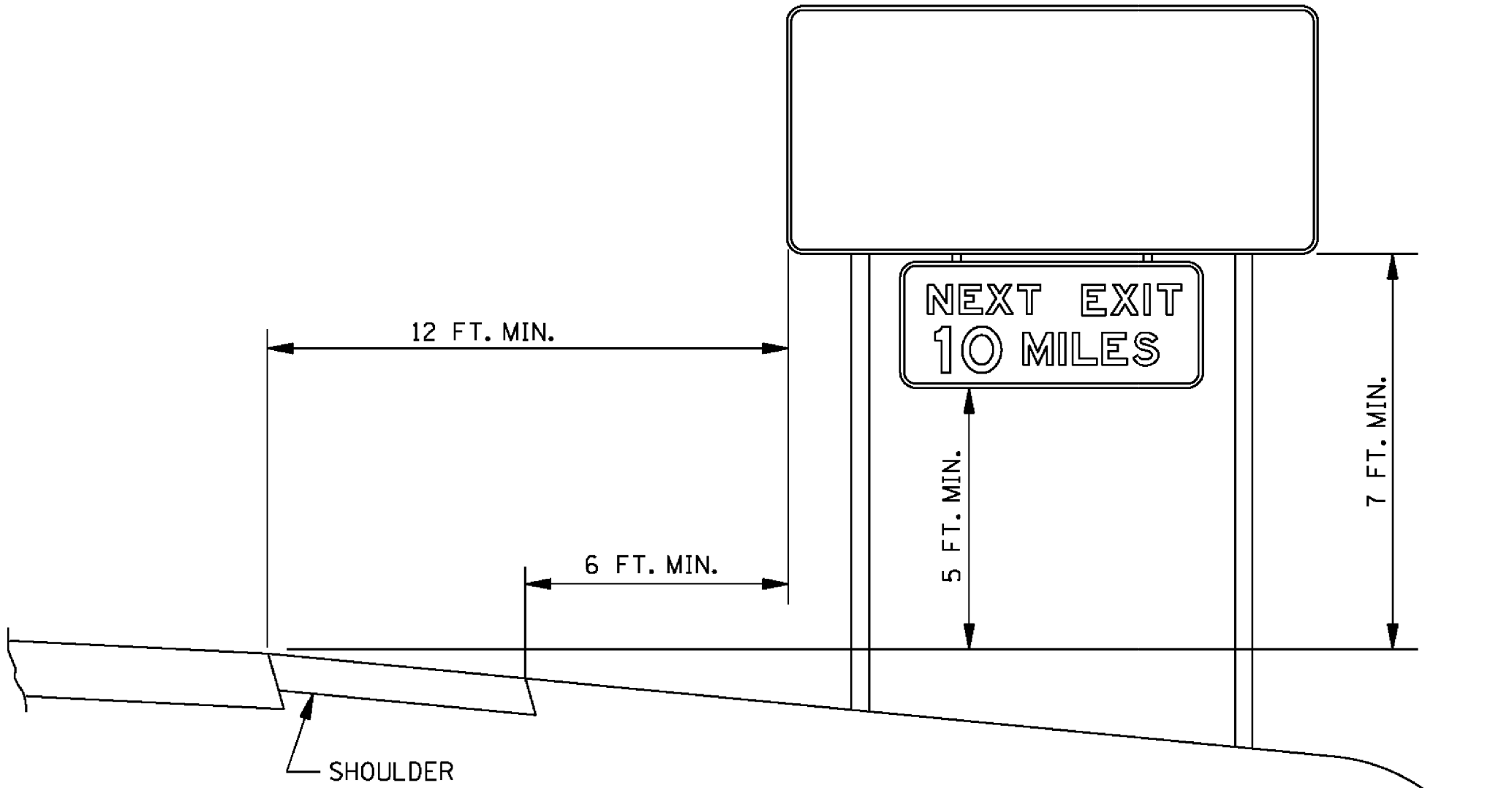
WARNING SIGN WITH ADVISORY
SPEED PLAQUE IN RURAL AREA



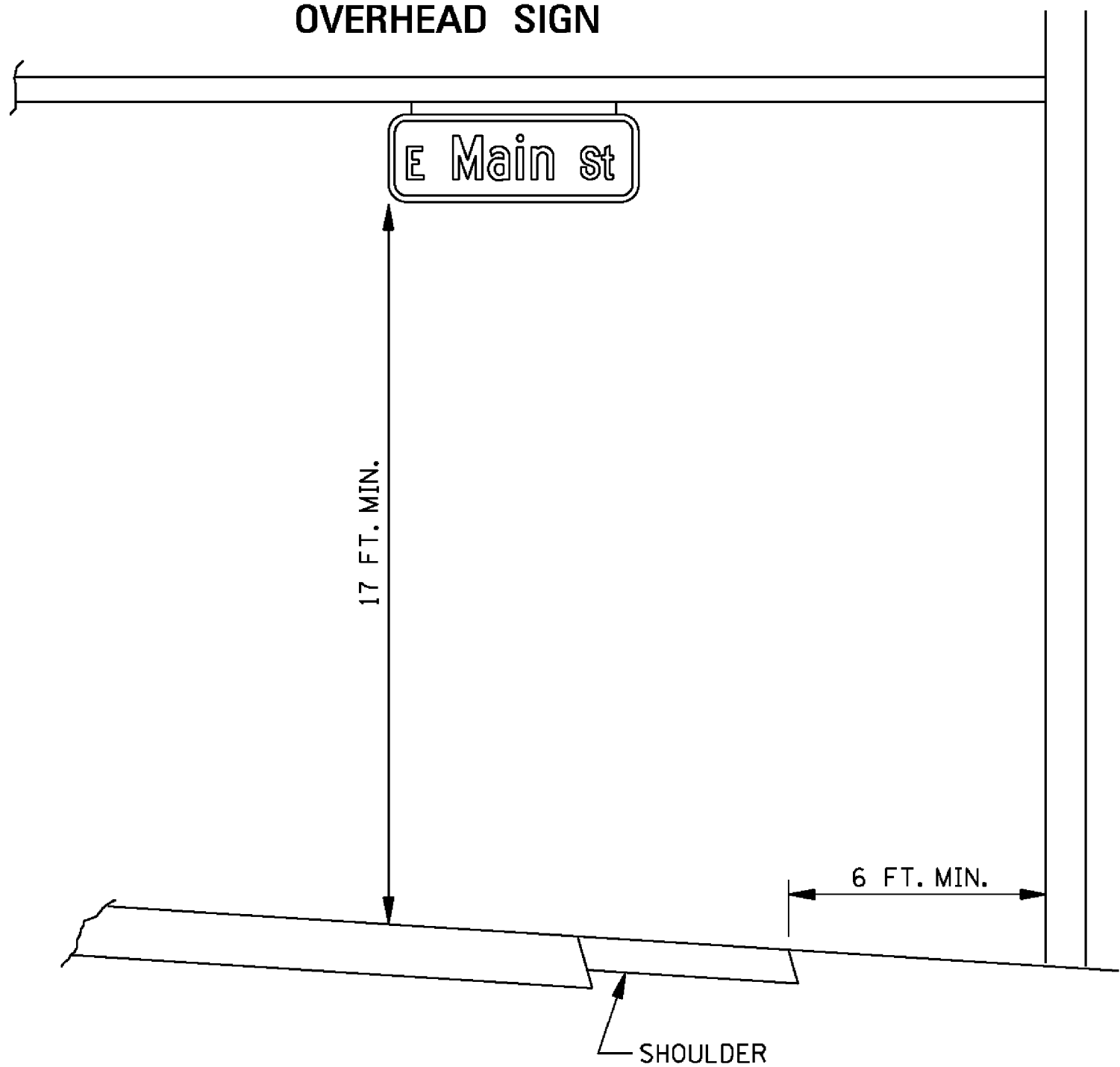
ROADSIDE ASSEMBLY
IN RURAL AREA



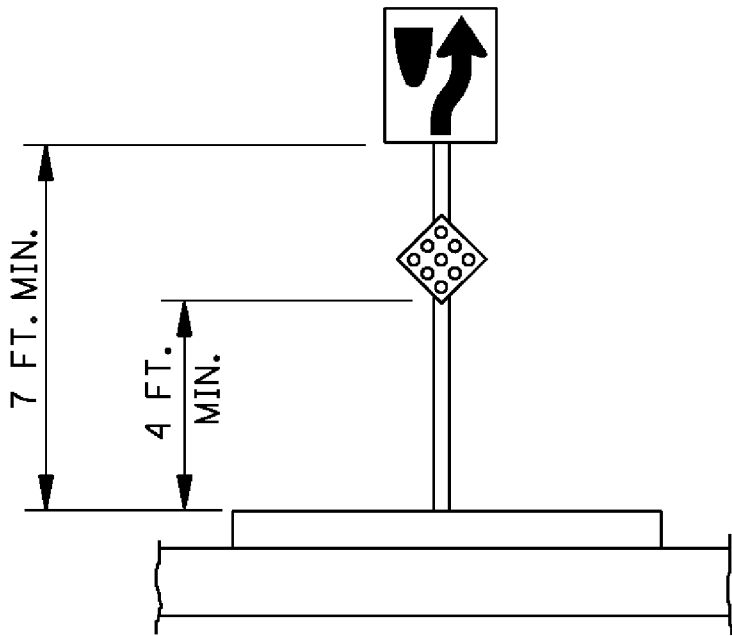
INTERSTATE OR FREEWAY SIGN WITH SECONDARY SIGN



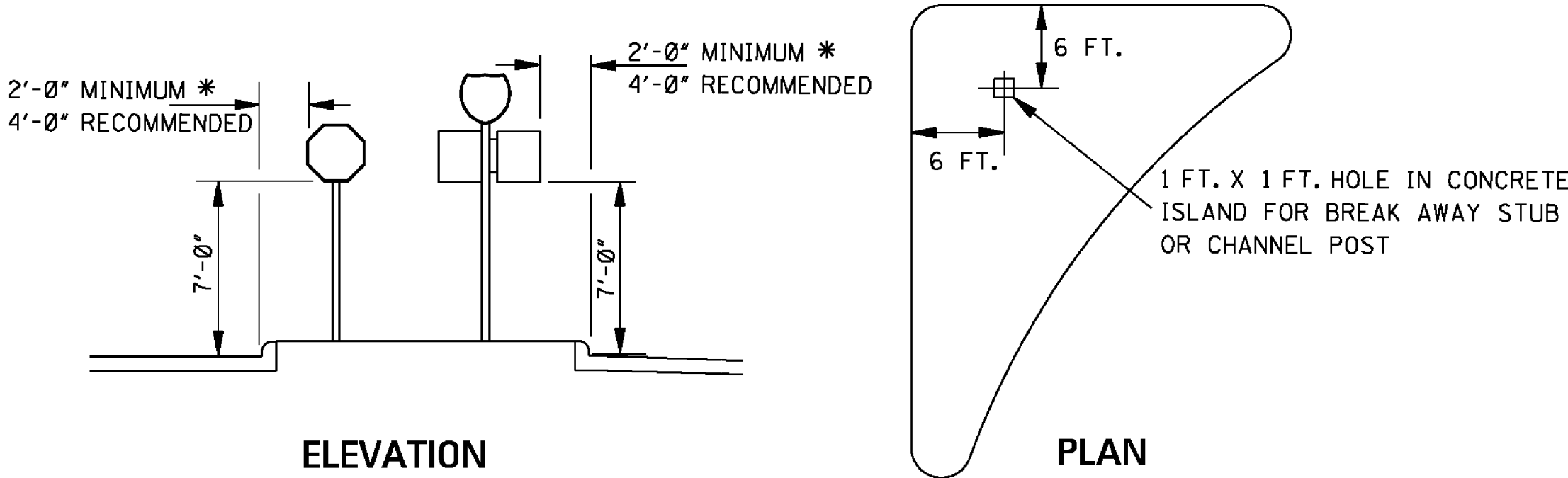
OVERHEAD SIGN



SIGN ON NOSE
OF MEDIAN



SIGNS IN ISLANDS OR BEHIND CURB USING U-POSTS OR PIPE POSTS

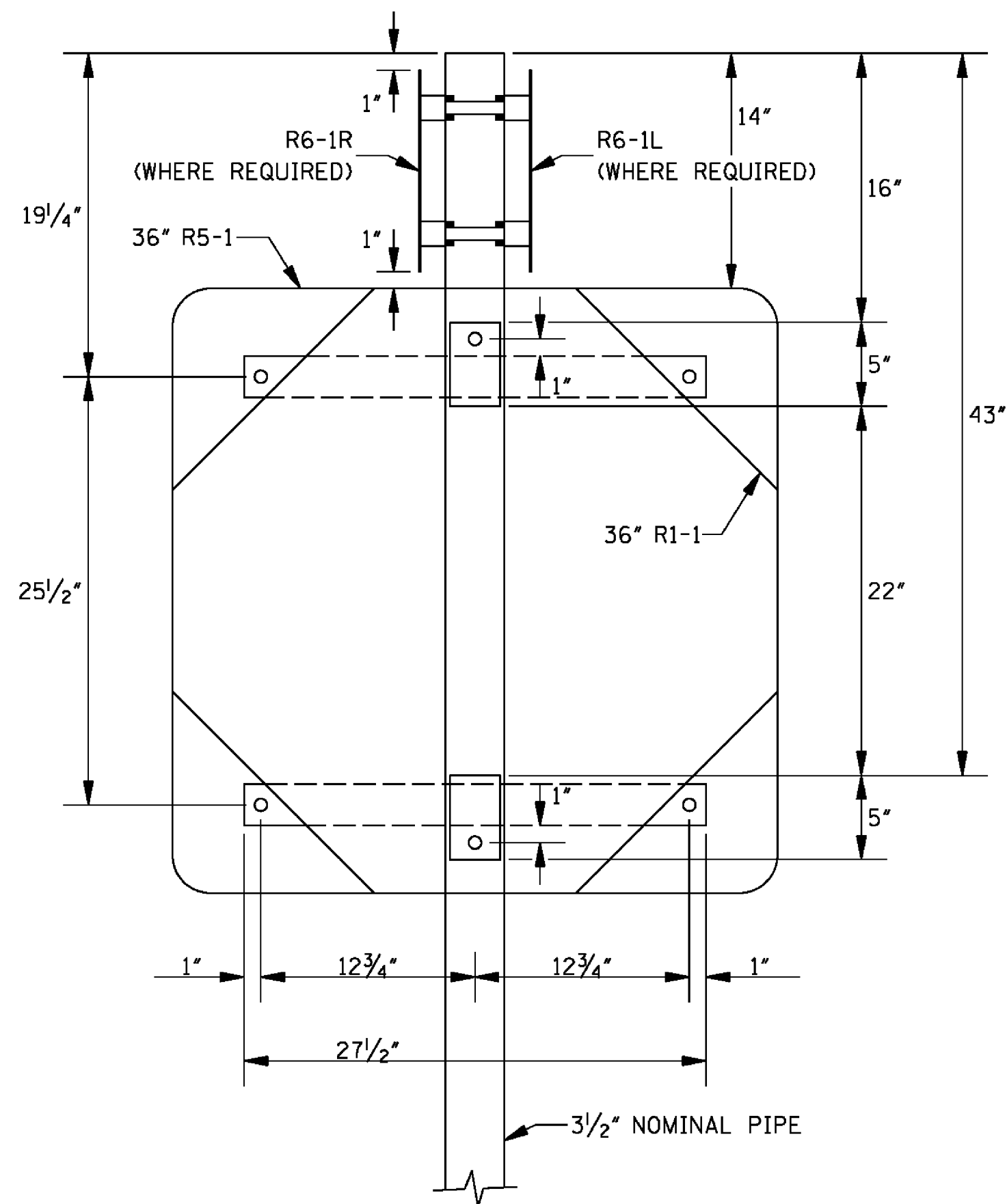


GENERAL NOTES:

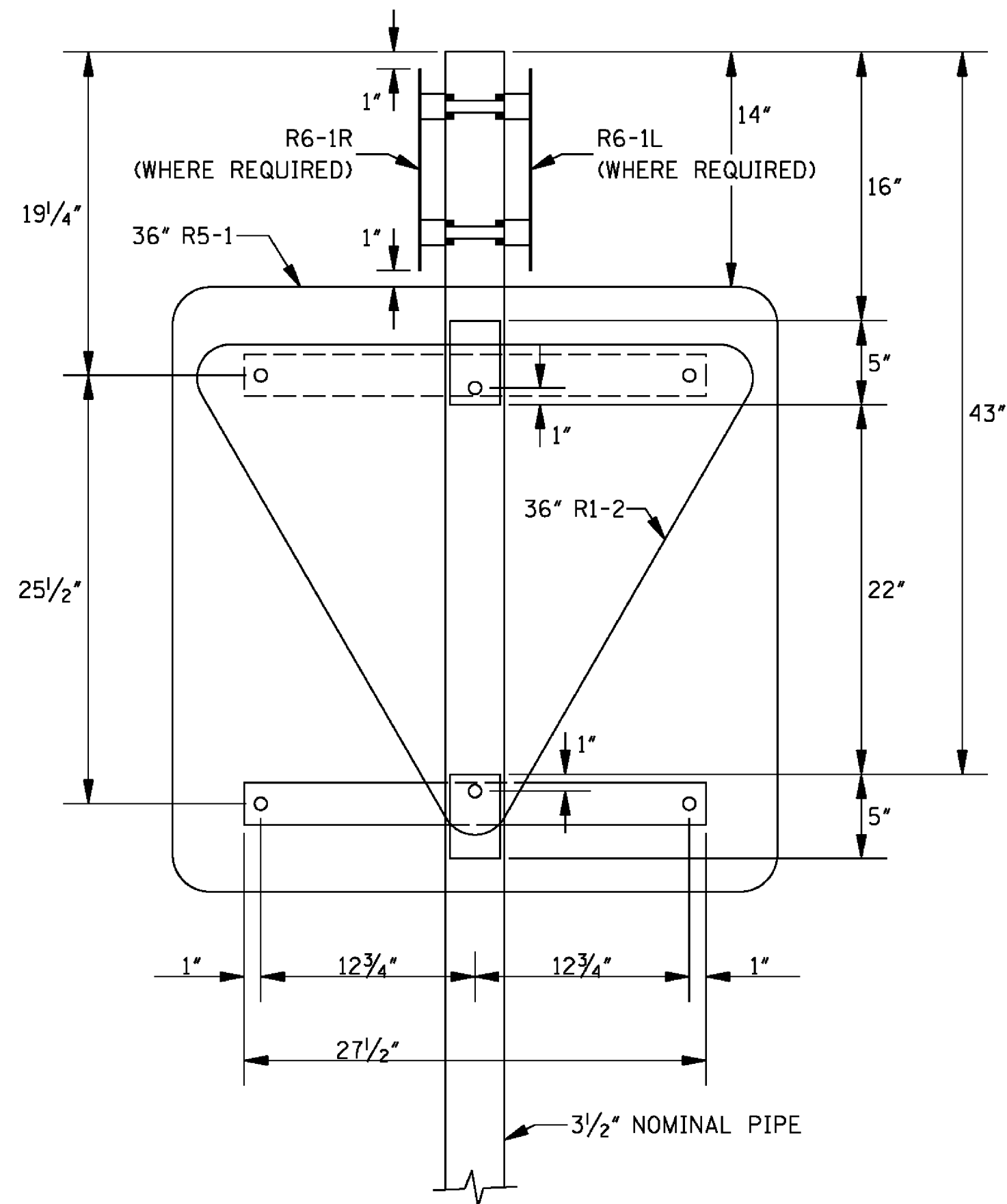
- SEE SECTION 2A-19 OF THE MUTCD FOR REDUCED LATERAL OFFSET DISTANCES THAT MAY BE USED IN AREAS WHERE LATERAL OFFSETS ARE LIMITED, AND IN BUSINESS, COMMERCIAL, OR RESIDENTIAL AREAS WHERE SIDEWALK WIDTH IS LIMITED OR WHERE EXISTING POLES ARE CLOSE TO THE CURB. SIGNS SHALL BE LOCATED OUTSIDE THE CLEAR ZONE UNLESS PLACED ON A BREAKAWAY OR YIELDING SUPPORT.

* THE 2 FT. MINIMUM OFFSET APPLIES ONLY TO STANDARD SIGNS MOUNTED ON U-POSTS. ALL STANDARD SIGNS MOUNTED ON PIPE WILL BE OFFSET A MINIMUM OF 4 FT.. RAMP DESTINATION SIGNS WILL BE OFFSET 4 FT. FROM THE SHOULDERS.

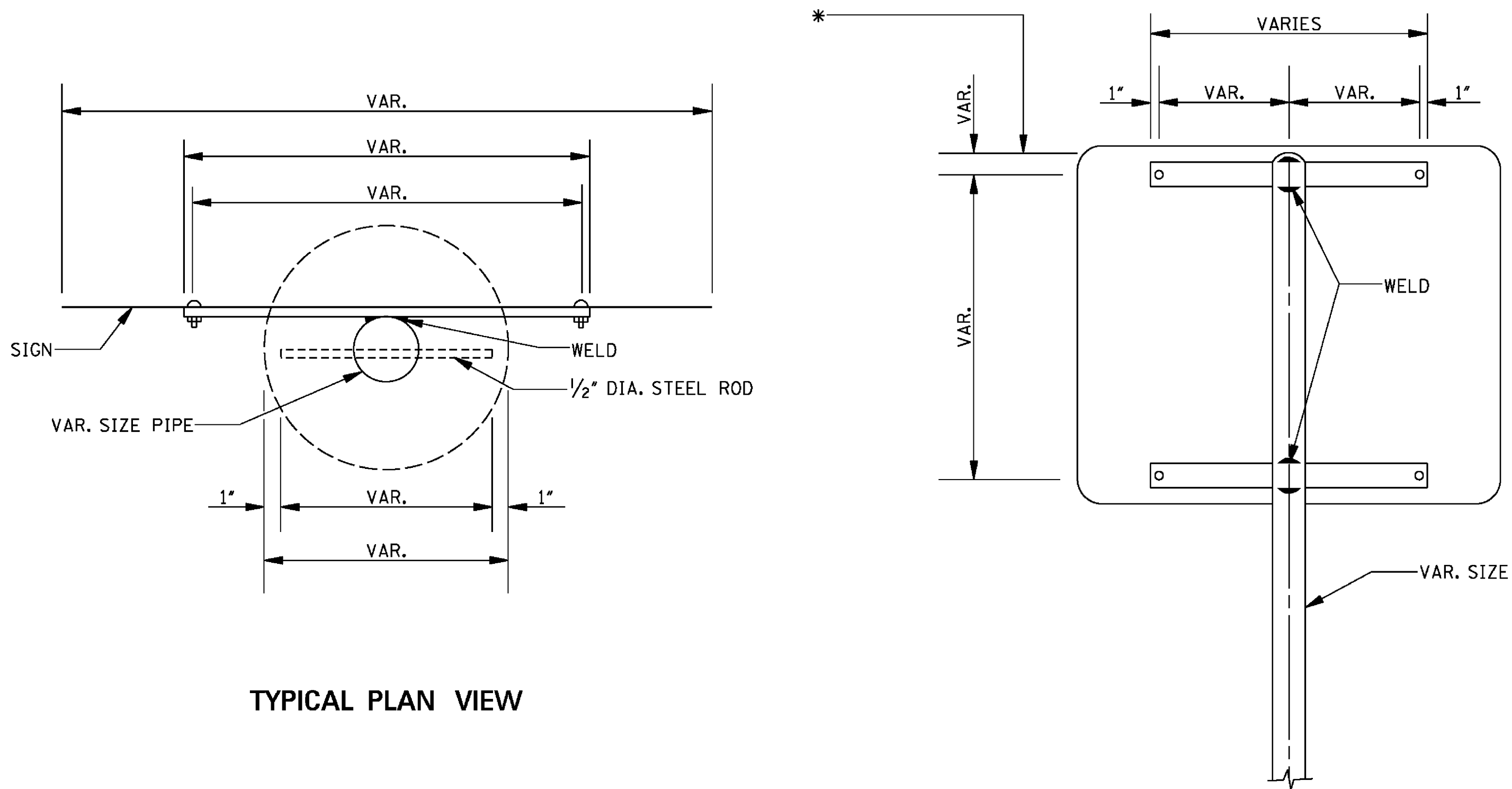
		MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
		ROADWAY DESIGN DIVISION	
		STANDARD PLAN	
		STANDARD ROADSIDE SIGN ASSEMBLY AND INSTALLATION	
			
		WORKING NUMBER SN-4	
		SHEET NUMBER 6306	
		ISSUE DATE: AUGUST 01, 2017	



TYPICAL BACK-TO-BACK SIGN MOUNT
SHOWING R5-1 WITH R1-1

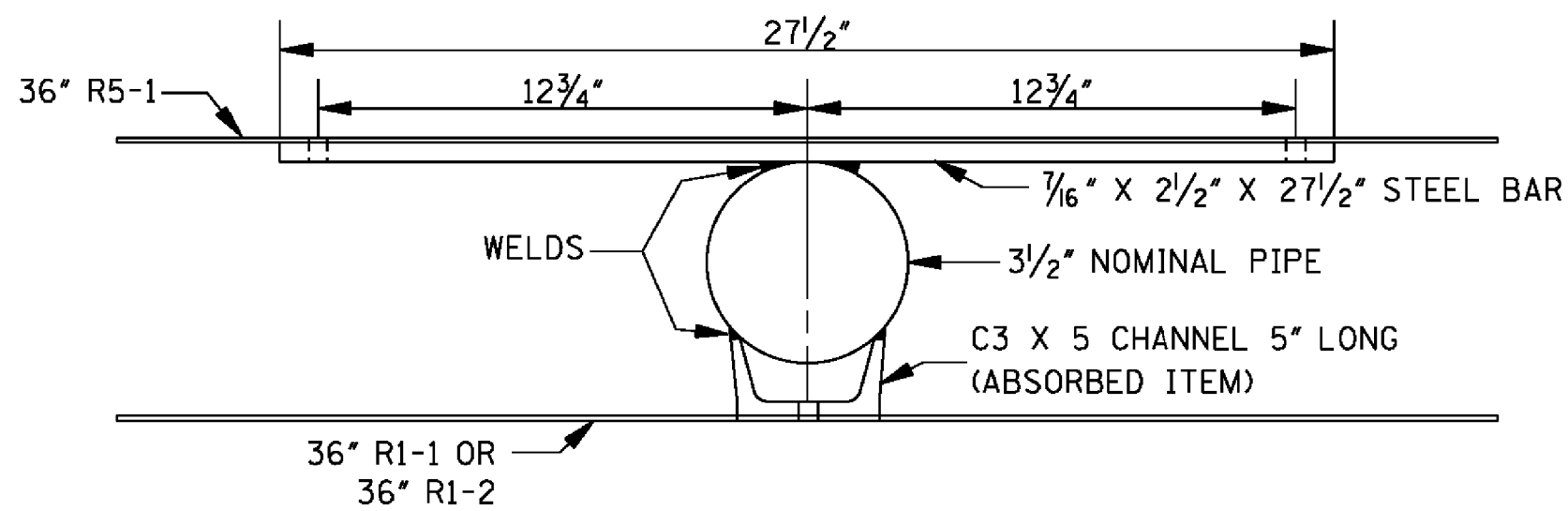


TYPICAL BACK-TO-BACK SIGN MOUNT
SHOWING R5-1 WITH R1-2



TYPICAL PLAN VIEW

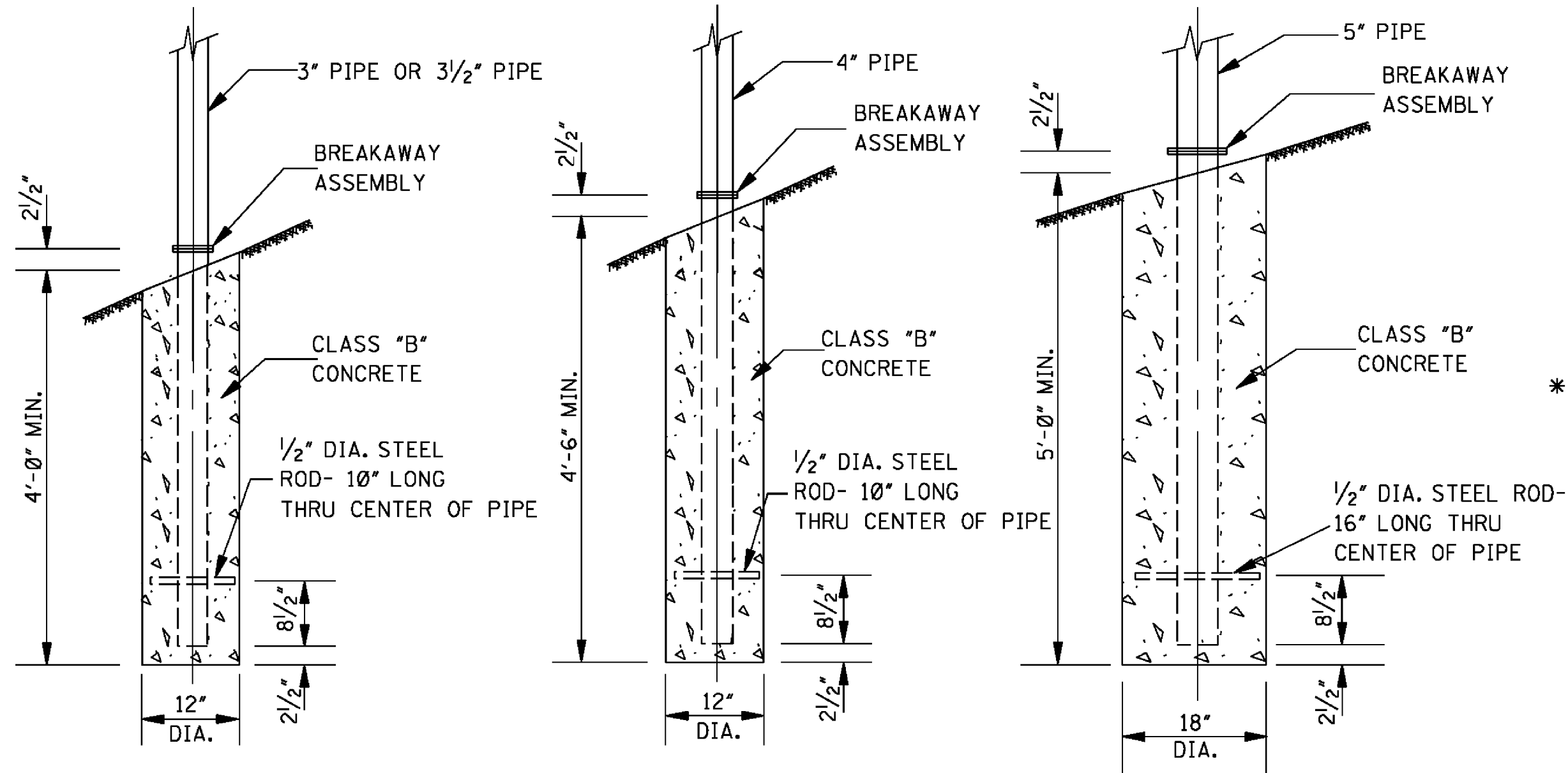
TYPICAL ASSEMBLY ON PIPE



PLAN VIEW OF DOUBLE MOUNTING OF SIGNS

GENERAL NOTES:

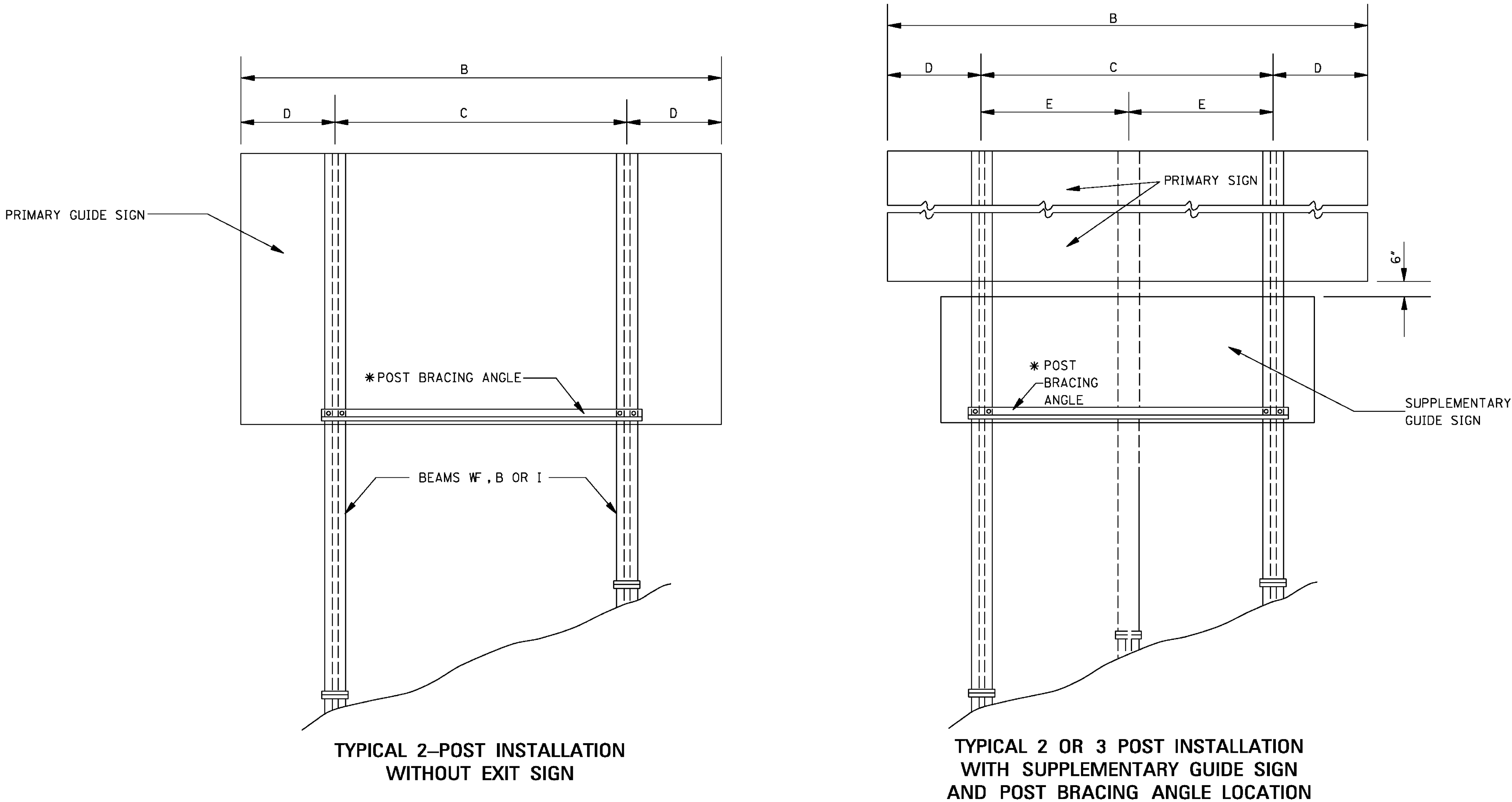
- UNLESS OTHERWISE SPECIFIED, HORIZONTAL BRACES ARE $\frac{7}{16}$ " X $2\frac{1}{2}$ " X VARIABLE LENGTH FLAT STEEL BARS. BARS ARE WELDED TO PIPE AS SHOWN. WHEN FABRICATION IS COMPLETE, POSTS SHALL BE GALVANIZED AS PER SECTION 630 OF THE STANDARD SPECIFICATION.
- HOLES IN FLAT BARS ARE $\frac{3}{8}$ " DIAMETER.
- SIGNS ARE FASTENED TO THE FLAT BARS AND U-SECTION POSTS WITH M8 BOLTS WITH FLAT WASHERS AND LOCK NUTS.
- WHERE REQUIRED, SIGNS R6-1L AND R6-1R SHALL BE MOUNTED ON PIPES WITH CLAMPS OR BUCKLE BRACKETS (NOT A PAY ITEM).
- ALL WELDS SHALL BE $\frac{3}{16}$ " FILLET.
- * 6. TOP OF POST



FOOTING DETAILS

		BY		MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
		REVISION		ROADWAY DESIGN DIVISION	
				STANDARD PLAN	
				STANDARD ROADSIDE SIGN ASSEMBLY AND INSTALLATION	
		DATE		ISSUE DATE: AUGUST 01, 2017	
				WORKING NUMBER SN-4B	
				SHEET NUMBER 6308	

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* NOTE: PLACE POST BRACING ANGLE AT BOTTOM OF PRIMARY OR SUPPLEMENTARY SIGN WHICHEVER IS LOWER.
(SEE "END ELEVATION OF POST AND FOOTING" ON SN-6A.)

SIGN POST SPACING TABLE									
2 POST			2 POST (CONT'D)			3 POST			
B	*C*	*D*	*B*	*C*	*D*	*B*	*C*	*D*	*E*
4'-0"	2'-0"	1'-0"	14'-6"	8'-9"	2'-10 1/2"	20'-0"	14'-0"	3'-0"	7'-0"
4'-6"	2'-6"	1'-0"	15'-0"	9'-0"	3'-0"	20'-6"	14'-3"	3'-1 1/2"	7'-1 1/2"
5'-0"	3'-0"	1'-0"	15'-6"	9'-3"	3'-1 1/2"	21'-0"	14'-9"	3'-1 1/2"	7'-4 1/2"
5'-6"	3'-6"	1'-0"	16'-0"	9'-6"	3'-3"	21'-6"	15'-0"	3'-3"	7'-6"
6'-0"	4'-0"	1'-0"	16'-6"	10'-0"	3'-3"	22'-0"	15'-6"	3'-3"	7'-9"
6'-6"	4'-6"	1'-0"	17'-0"	10'-3"	3'-4 1/2"	22'-6"	15'-9"	3'-4 1/2"	7'-10 1/2"
7'-0"	5'-0"	1'-0"	17'-6"	10'-6"	3'-6"	23'-0"	16'-0"	3'-6"	8'-0"
7'-6"	5'-6"	1'-0"	18'-0"	10'-9"	3'-7 1/2"	23'-6"	16'-6"	3'-6"	8'-3"
8'-0"	6'-0"	1'-0"	18'-6"	11'-0"	3'-9"	24'-0"	16'-9"	3'-7 1/2"	8'-4 1/2"
8'-6"	6'-6"	1'-0"	19'-0"	11'-6"	3'-9"	24'-6"	17'-3"	3'-7 1/2"	8'- 7 1/2"
9'-0"	7'-0"	1'-0"	19'-6"	11'-9"	3'-10 1/2"	25'-0"	17'-6"	3'-9"	8'-9"
9'-6"	7'-6"	1'-3"	20'-0"	12'-0"	4'-0"	25'-6"	17'-9"	3'-10 1/2"	8'-10 1/2"
10'-0"	7'-0"	1'-6"	20'-6"	12'-3"	4'-1 1/2"	26'-0"	18'-3"	3'-10 1/2"	9'-1 1/2"
10'-6"	7'-0"	1'-9"	21'-0"	12'-6"	4'-3"	26'-6"	18'-6"	4'-0"	9'-3"
11'-0"	7'-0"	2'-0"	21'-6"	13'-0"	4'-3"	27'-0"	19'-0"	4'-0"	9'-6"
11'-6"	7'-0"	2'-3"	22'-0"	13'-3"	4'-4 1/2"	27'-6"	19'-3"	4'-1 1/2"	9'-7 1/2"
12'-0"	7'-3"	2'-4 1/2"	22'-6"	13'-6"	4'-6"	28'-0"	19'-6"	4'-3"	9'-9"
12'-6"	7'-6"	2'-6"	23'-0"	13'-9"	4'-7 1/2"	28'-6"	20'-0"	4'-3"	10'-0"
13'-0"	7'-9"	2'-7 1/2"	23'-6"	14'-0"	4'-9"	29'-0"	20'-3"	4'-4 1/2"	10'-1 1/2"
13'-6"	8'-0"	2'-9"	24'-0"	14'-6"	4'-9"	29'-6"	20'-6"	4'-6"	10'-3"
14'-0"	8'-6"	2'-9"				30'-0"	21'-0"	4'-6"	10'-6"

GENERAL NOTES FOR WORKING SHEETS SN-6, SN-6A AND SN-6B:

- FOOTING**
ALL FOOTINGS SHALL BE CLASS "B" CONCRETE. POST STUBS SHALL BE SET IN CONCRETE FOOTING AT REQUIRED GRADE AND ALIGNMENT WITH CARE SO THAT MINIMUM SHIMMING WILL BE REQUIRED.
- BASE CONNECTION PROCEDURE**
ASSEMBLE POST TO STUB WITH BOLTS AND WITH A FLAT WASHER ON EACH BOLT BETWEEN PLATES. SHIM AS REQUIRED TO PLUMB POST. TIGHTEN ALL BOLTS THE MAXIMUM POSSIBLE WITH A 12" TO 15" WRENCH TO BED WASHERS AND SHIMS AND TO CLEAN BOLT THREADS. THEN LOOSEN EACH BOLT IN TURN AND RETIGHTEN IN A SYSTEMATIC ORDER TO THE PRESCRIBED TORQUE AS SHOWN BY TABLE. BURR THREADS AT JUNCTION WITH NUT USING A CENTER PUNCH. HIGH STRENGTH BOLTS IN BASE CONNECTIONS SHALL BE TIGHTENED TO TORQUE AS SHOWN BY TABLE ON SN-6A. DO NOT OVER TIGHTEN
- POST LENGTH**
ALL POST LENGTHS SHALL BE VERIFIED AND APPROVED BY THE ENGINEER PRIOR TO FABRICATION. WHERE FIELD CONDITIONS REQUIRE THE POST LENGTH TO VARY MORE THAN 12", IT MAY BE NECESSARY TO CHANGE THE SIZE OR NUMBER OF POSTS. SUCH DETERMINATION WILL BE MADE BY THE STATE TRAFFIC ENGINEER. ANY CHANGE OF SIZE OR NUMBER OF POSTS SHALL NOT BE JUSTIFICATION FOR ANY CONTRACT PRICE ADJUSTMENTS.
- FABRICATOR NOTE**
IMPORTANT- ALL FRICTION FUSE BOLTS SHALL BE TIGHTENED IN SHOP BY A METHOD APPROVED BY THE BRIDGE DESIGN ENGINEER. TIGHTENING SHALL BE TO SUCH A DEGREE AS TO PROVIDE THE MINIMUM TENSION IN EACH BOLT WHEN ALL BOLTS ARE TIGHT, AS SHOWN BY TABLE SN-6A.
- ALL HOLES IN FUSE PLATES AND HINGE PLATES SHALL BE DRILLED.
- ALL PLATE CUTS SHOULD BE SAW CUTS. FLAME CUTTING WILL BE PERMITTED PROVIDED ALL EDGES ARE GROUND. METAL PROJECTING BEYOND THE PLANE OF THE PLATE FACE WILL NOT BE ACCEPTABLE.
- WELDING FOR STEEL SIGN SUPPORTS**
WELDING SHALL BE PERFORMED IN SHOP BY ELECTRIC ARC PROCESS.
- MATERIAL SPECIFICATIONS**
THE MATERIALS USED IN THE CONSTRUCTION OF THE GROUND MOUNTED SIGN SUPPORT STRUCTURES, AS LISTED BELOW, SHALL CONFORM WITH THE REQUIREMENTS OF THE DESIGNATED ASTM SPECIFICATION. ALL OTHER MATERIALS, FABRICATION AND ERECTION SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SPECIFICATIONS, EXCEPT AS OTHERWISE NOTED ON THE PLANS.

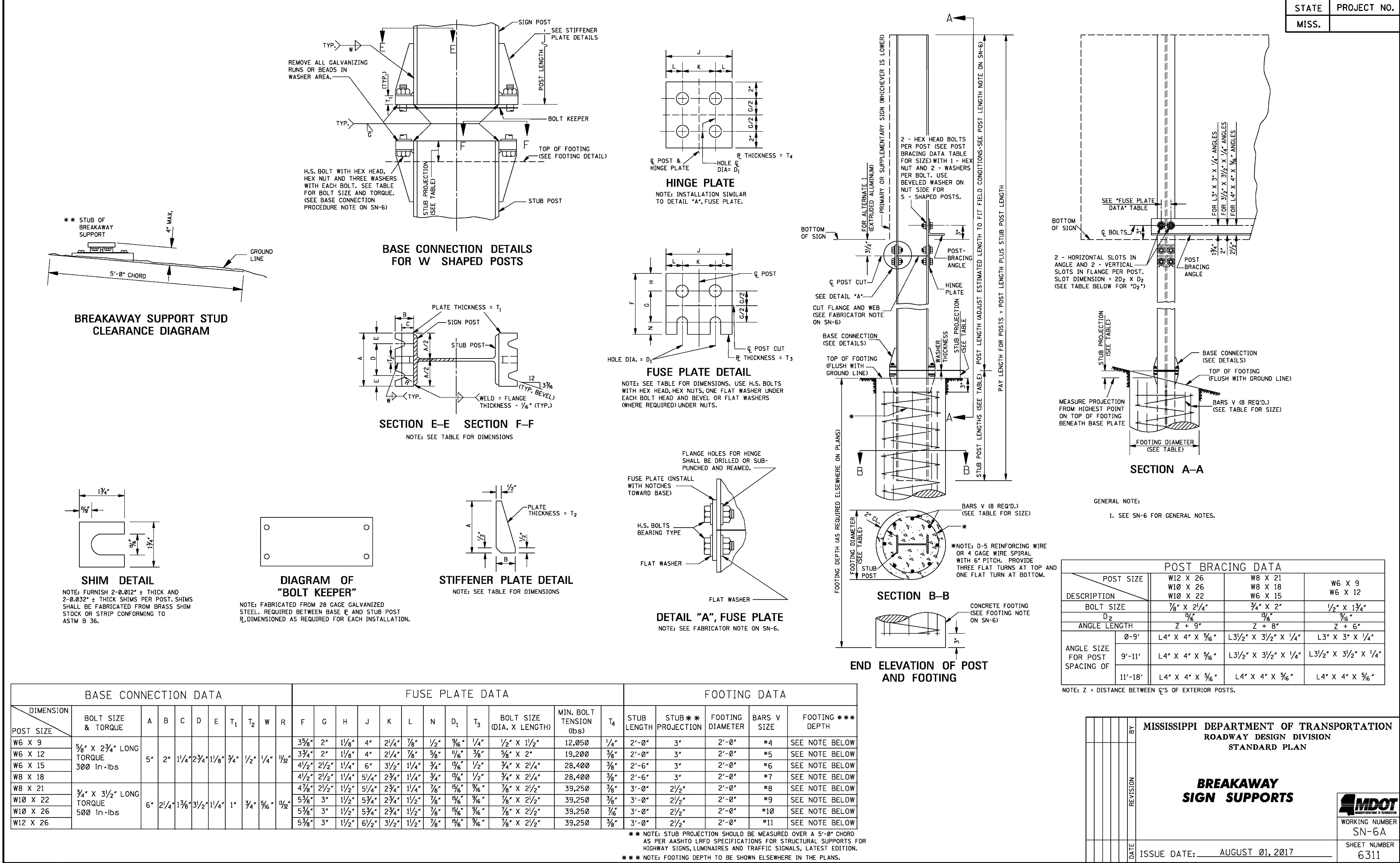
DESCRIPTION	MATERIALS PER ASTM DESIGNATION	GALVANIZE ① PER ASTM DESIGNATION
POSTS OF STEEL PIPE	A 53 (GRADE "B") ②	A 53
BASE CONNECTION PLATES FOR PIPES	A 36	A 123
POSTS OF STEEL WF , B, AND I BEAMS INCLUDING BASE CONNECTION, FUSE AND HINGE PLATES	A 588 OR A 572 GRADE 50	A 123
POST BRACING ANGLES AND FLAT BARS USED IN FABRICATION AND ERECTION OF SIGN SUPPORTS	A 36	A 123
HIGH STRENGTH BOLTS, NUTS AND WASHERS	A 325	A 153
BOLTS OTHER THAN HIGH STRENGTH ③	A 307 (GRADE "A")	A 153

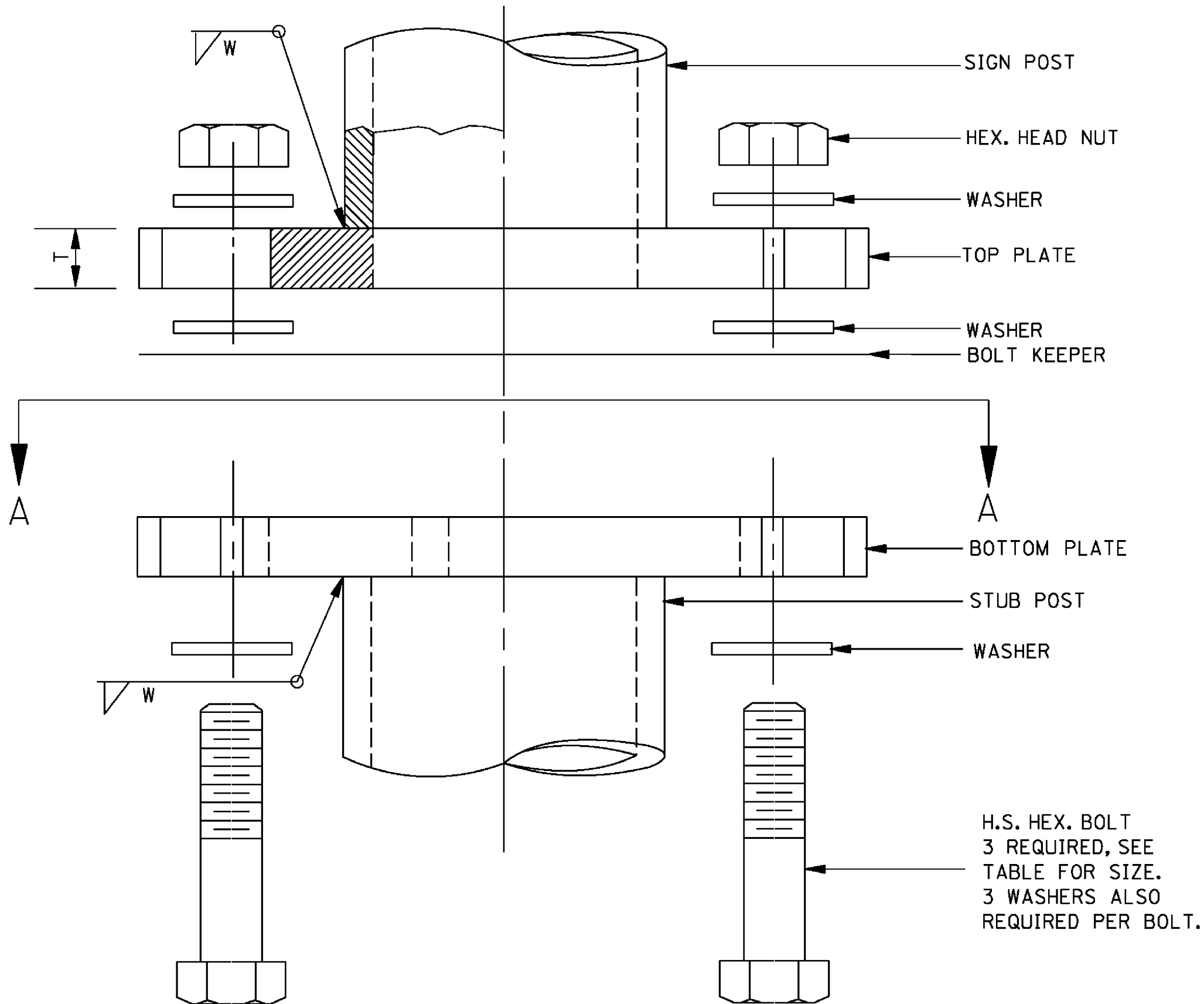
- ① ALL STEEL SHALL BE GALVANIZED AFTER FABRICATION EXCEPT AS NOTED ON THE PLANS.
② PIPES MAY BE WELDED OR SEAMLESS.
③ BOLTS, WASHERS, AND NUTS USED FOR FASTENING ALUMINUM SIGN SHEETS AND PANELS SHALL BE ALUMINUM AS PER FOLLOWING TABLE.

DESCRIPTION	ASTM DESIGNATION	ALLOY
BOLTS AND WASHERS	B 209	2024-T4
PANEL BOLT NUTS	B 211	6061-T6
STOP NUTS	B 211	2017-T4

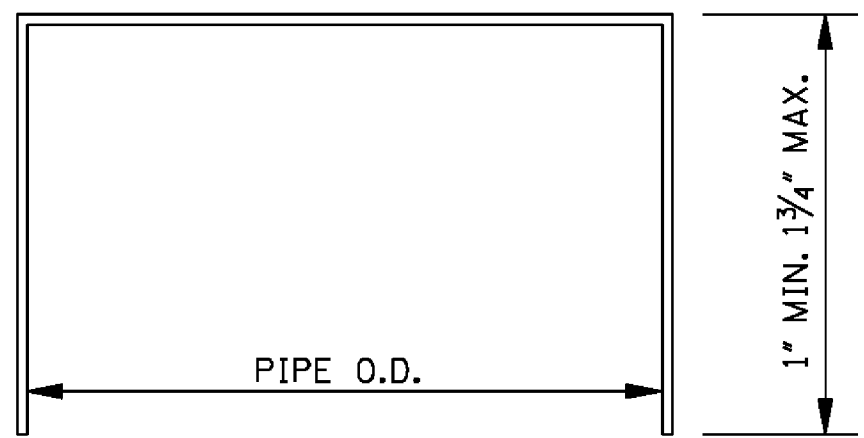
				BY	
				REVISION	
				DATE	
MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN					
BREAKAWAY SIGN SUPPORTS					
WORKING NUMBER SN-6					
SHEET NUMBER 6310					
ISSUE DATE: AUGUST 01, 2017					

STATE	PROJECT NO.
MISS.	

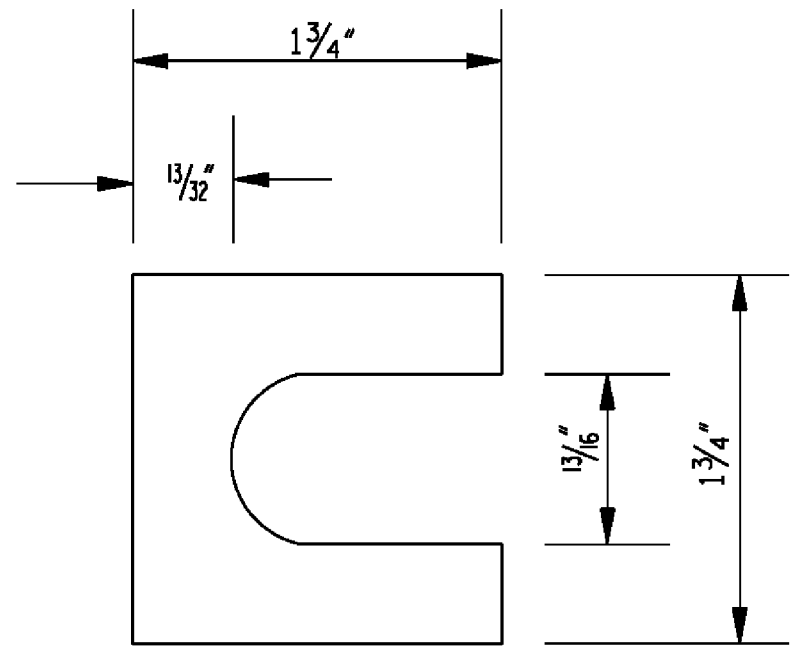




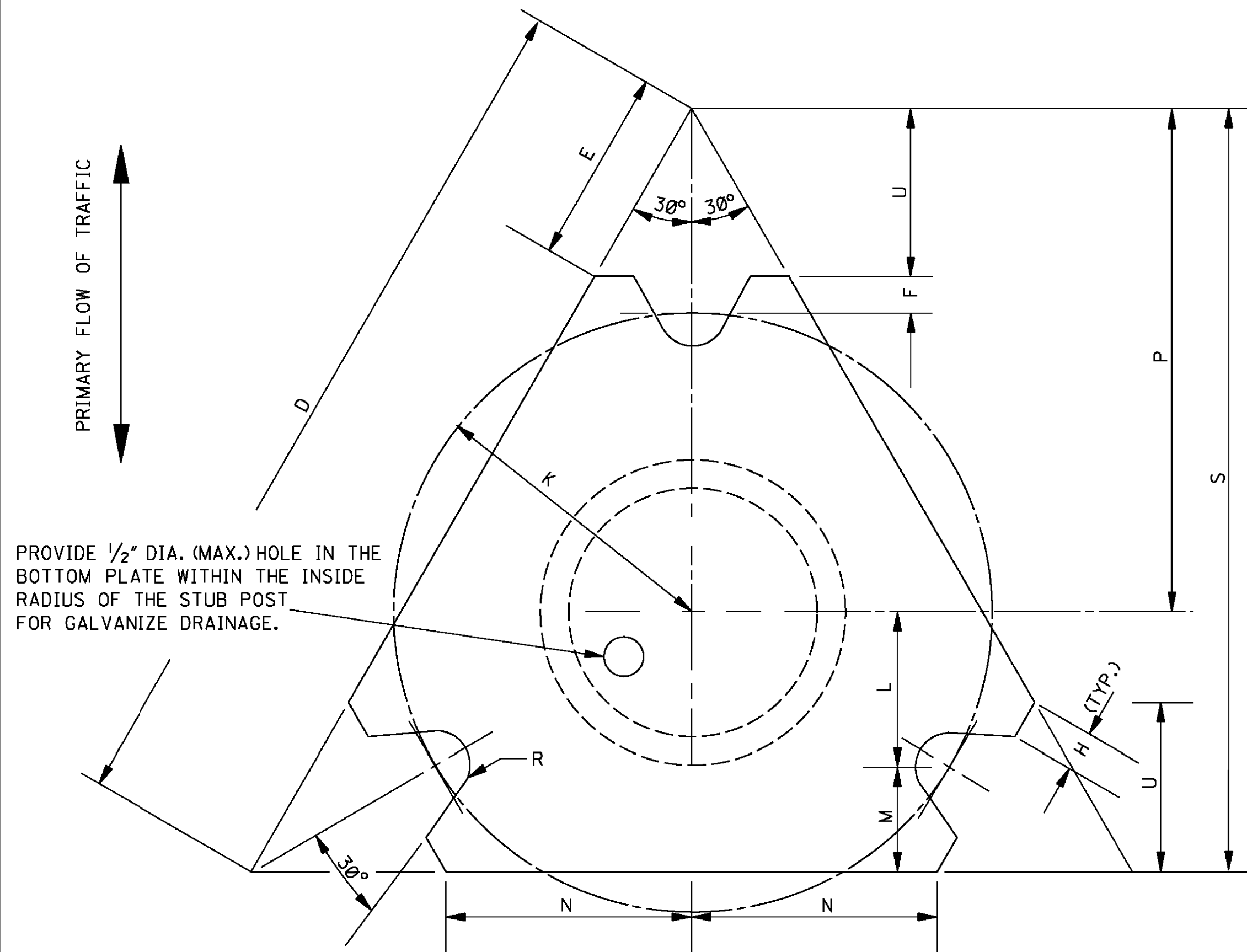
MULTI-DIRECTIONAL SIGN POST & STUB POST



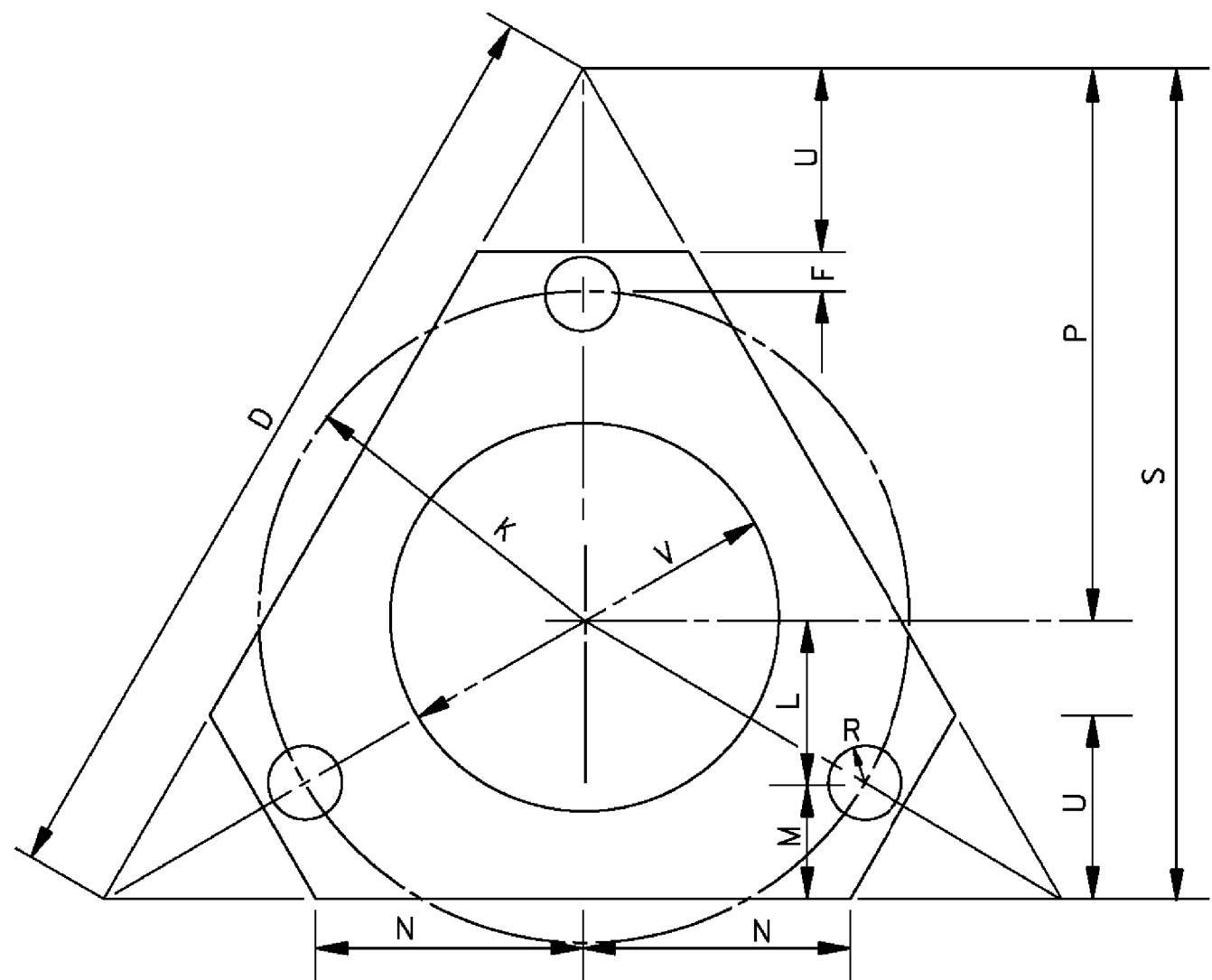
FRICION CAP DETAIL
NOTE: SEE NOTE 3



SHIM DETAIL
NOTE: FURNISH 2-0.012" ± THICK AND 2-0.032" ± THICK SHIMS PER POST. SHIMS SHALL BE FABRICATED FROM BRASS SHIM STOCK OR STRIP CONFORMING TO ASTM B 36.



SECTION A-A
NOTE: SEE DATA TABLE FOR DIMENSIONS

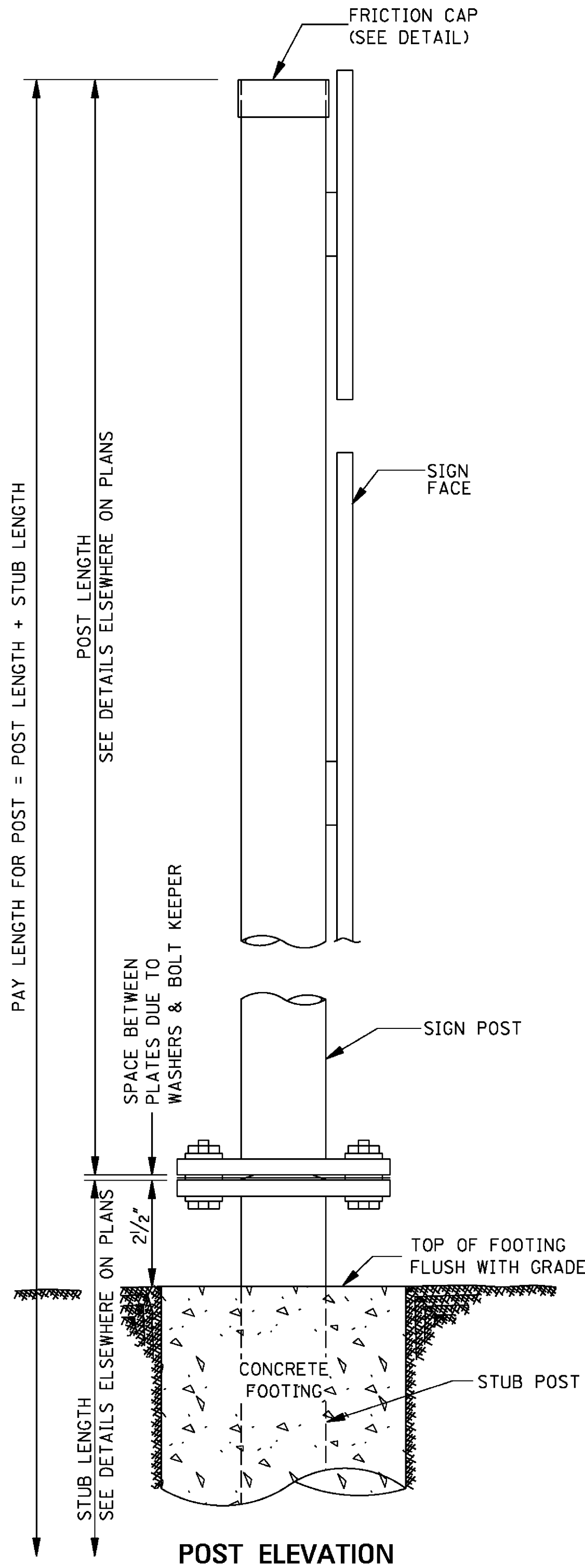


BOLT KEEPER PLATE DETAIL

NOTE: TO BE FABRICATED FROM 28 GAGE THICK GALVANIZED STEEL. TO BE INSTALLED AS SHOWN IN DETAIL AT UPPER LEFT.

BASE CONNECTION DATA TABLE																			
DIMENSIONS NOMINAL PIPE SIZES	BOLT SIZE & TORQUE	T	W	C	*D	*E	F	G	*H	J	K	L	M	*N	P	S	U	V	R
3"	5/8" X 2 1/2" 300 in · lbs	3/8"	3/8"	1"	10 3/8"	2 3/16"	1/2"	3/8"	1/2"	1 3/4"	3 1/2"	1 3/4"	1 1/4"	2 7/8"	6"	9"	2"	4 1/4"	1 1/2"
3 1/2"																			
4"	3/4" X 3" 500 in · lbs	7/8"	7/8"	1 1/8"	13"	2 7/8"	1/2"	3/8"	5/8"	2 1/2"	4 1/2"	2 1/4"	1 1/2"	3 5/8"	7 1/2"	11 1/4"	2 1/2"	5 3/4"	1 3/2"
5"																			

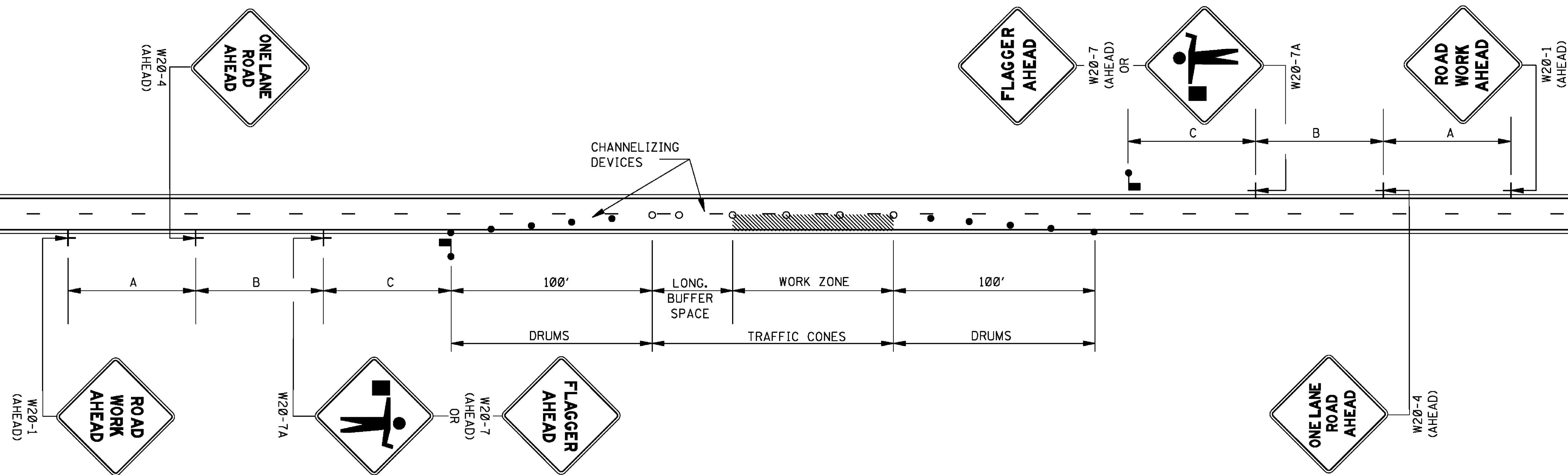
*NOTE: APPROXIMATE DIMENSIONS



GENERAL NOTES: (SEE WK. NO. SN-6 FOR ADDITIONAL GENERAL NOTES)

- THE TOP PLATE OF THE TRIANGULAR SLIP BASE SHALL HAVE THE SAME EXTERIOR DIMENSIONS AS THE BOTTOM PLATE. THE LIFTING CONE SHALL BE WELDED TO THE BOTTOM PLATE ONLY. A HOLE EQUAL TO THE INSIDE DIAMETER OF THE SIGN POST SHALL BE CUT THROUGH THE CENTER OF THE TOP PLATE WITH THE HOLE EDGE BEVELED AS DETAILED. TOP & BOTTOM PLATES SHALL BE SYMMETRICAL FOR THE PURPOSE OF ASSEMBLY IN ANY POSITION.
- BASE CONNECTION ASSEMBLY AS FOLLOWS:
 - ASSEMBLE POST TO STUB WITH 3 BOLTS AND WITH 3 FLAT WASHERS PER BOLT.
 - SHIM AS REQUIRED TO PLUMB POST.
 - TIGHTEN ALL BOLTS THE MAXIMUM POSSIBLE WITH A 12" TO 15" WRENCH TO BED WASHERS, KEEPER PLATE, SHIMS AND TO CLEAN THREADS.
 - LOOSEN EACH BOLT IN TURN & RETIGHTEN IN A SYSTEMATIC ORDER TO PRESCRIBED TORQUE. (SEE BASE CONNECTION DATA TABLE).
 - BURR THREADS AT JUNCTION WITH NUT WITH A CENTER PUNCH TO PREVENT NUT FROM LOOSENING.
- FRICION CAPS TO BE MANUFACTURED FROM HOT ROLLED OR COLD ROLLED STEEL SHEETS. FOR ALL PIPE SIZES, MINIMUM THICKNESS SHALL BE 20 GAGE SHEET METAL. RIM EDGES SHOULD BE REASONABLY STRAIGHT AND SMOOTH. CAPS SHALL BE SIZED AND FORMED IN SUCH A MANNER AS TO PROVIDE A DRIVE-ON FRICTION FIT AND HAVE NO TENDENCY TO ROCK WHEN SEATED ON PIPE. THE DEPTH SHALL BE SUFFICIENT TO GIVE POSITIVE PROTECTION AGAINST ENTRANCE OF RAINWATER. THEY SHALL BE FREE OF SHARP CREASES OR INDENTATIONS AND SHOW NO SIGNS OF METAL FRACTURE. ALL CAPS SHALL BE SAME IN SHAPE AND GENERAL APPEARANCE AS APPROVED BY THE ENGINEER.
- STUB PROJECTION SHOULD BE MEASURED OVER A 5'-0" CHORD AS PER AASHTO LRFD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS, LATEST EDITION. SEE WK. NO. SN-6A FOR DIAGRAM.
- AS AN ALTERNATIVE THE POST LENGTH OF THE SIGN POST CAN BE MADE-UP USING A NOMINAL LENGTH OF GALVANIZED PIPE, A GALVANIZED SLIP BASE CASTING, GALVANIZED FLAT PLATES OR APPROVED EQUAL WITH ALL NECESSARY HARDWARE REQUIRED TO SECURE THEM TO THE SIGN POST, A GALVANIZED KEEPER PLATE AND A GALVANIZED FRICTION CAP. THE SLIP BASE CASTING SHALL HAVE 3-SCREWS TO SECURE THE POST TO THE CASTING AND ONE SET SCREW TO PREVENT ROTATION. THE MANUFACTURER SHALL PROVIDE SHOP DRAWINGS OF THE COMPLETE ASSEMBLY FOR MDOT APPROVAL.

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LEGEND

- FLAGGER
- RETROREFLECTIVE FREE-STANDING PLASTIC DRUMS
- TRAFFIC CONES (28" HEIGHT MINIMUM)

GENERAL NOTES:

1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE. FLAGGER STATIONS SHALL BE LOCATED SUCH THAT APPROACHING VEHICLES WILL HAVE SUFFICIENT DISTANCE TO STOP. VALUES IN STOPPING SIGHT DISTANCE COLUMN MAY BE USED AS A MINIMUM FOR THIS DISTANCE.

POSTED SPEED AND/OR DESIGN SPEED	MAXIMUM CHANNELIZING DEVICE SPACING (ft)		LONGITUDINAL [†] BUFFER SPACE (ft)	STOPPING SIGHT DISTANCE
	TAPER	ALONG LANE LINE & WORK ZONE		
mph				
25	20	50	55	155
30	20	60	85	200
35	20	70	120	250
40	20	80	170	305
45	20	90	220	360
50	20	100	280	425
55	20	110	335	495
60	20	120	415	570
65	20	130	485	645

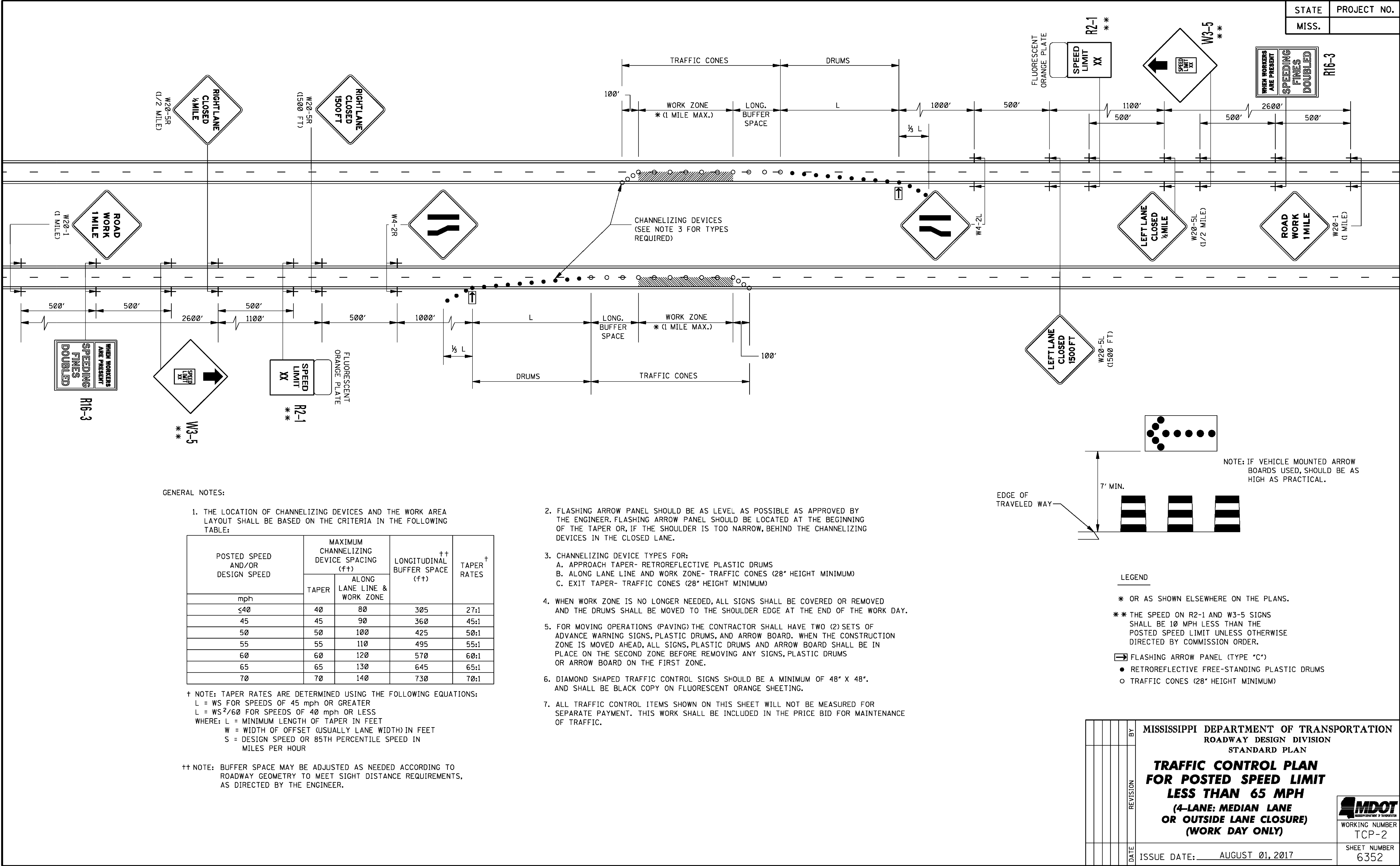
† NOTE: BUFFER SPACE MAY BE ADJUSTED AS NEEDED ACCORDING TO ROADWAY GEOMETRY TO MEET SIGHT DISTANCE REQUIREMENTS, AS DIRECTED BY THE ENGINEER.

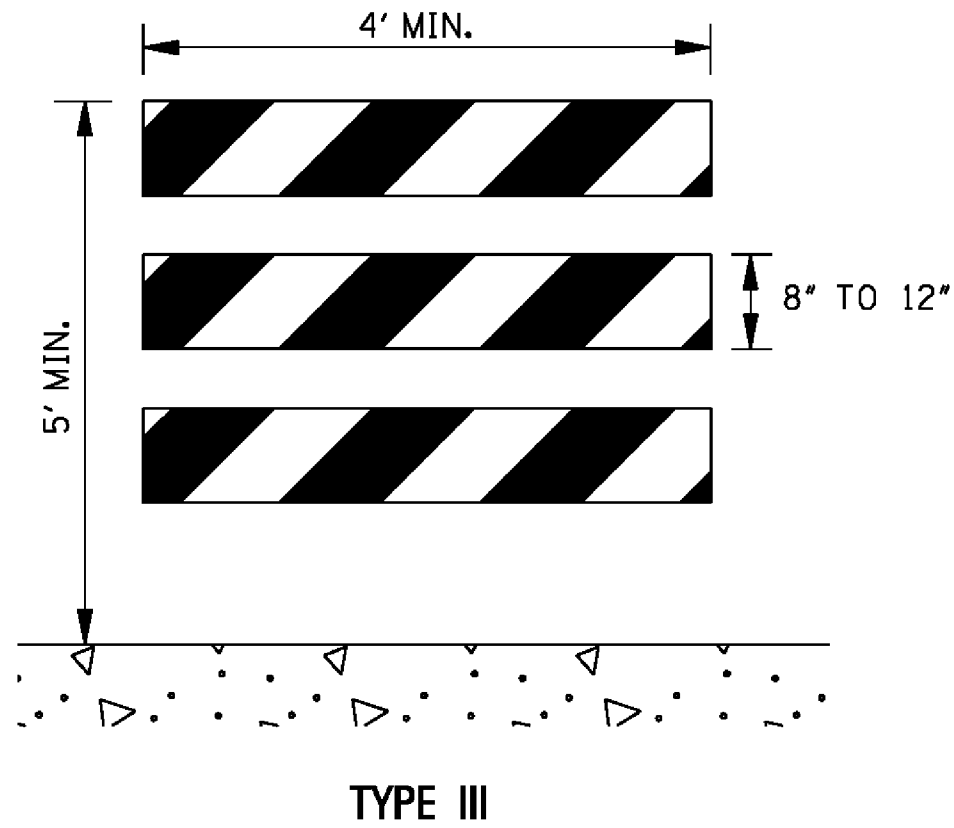
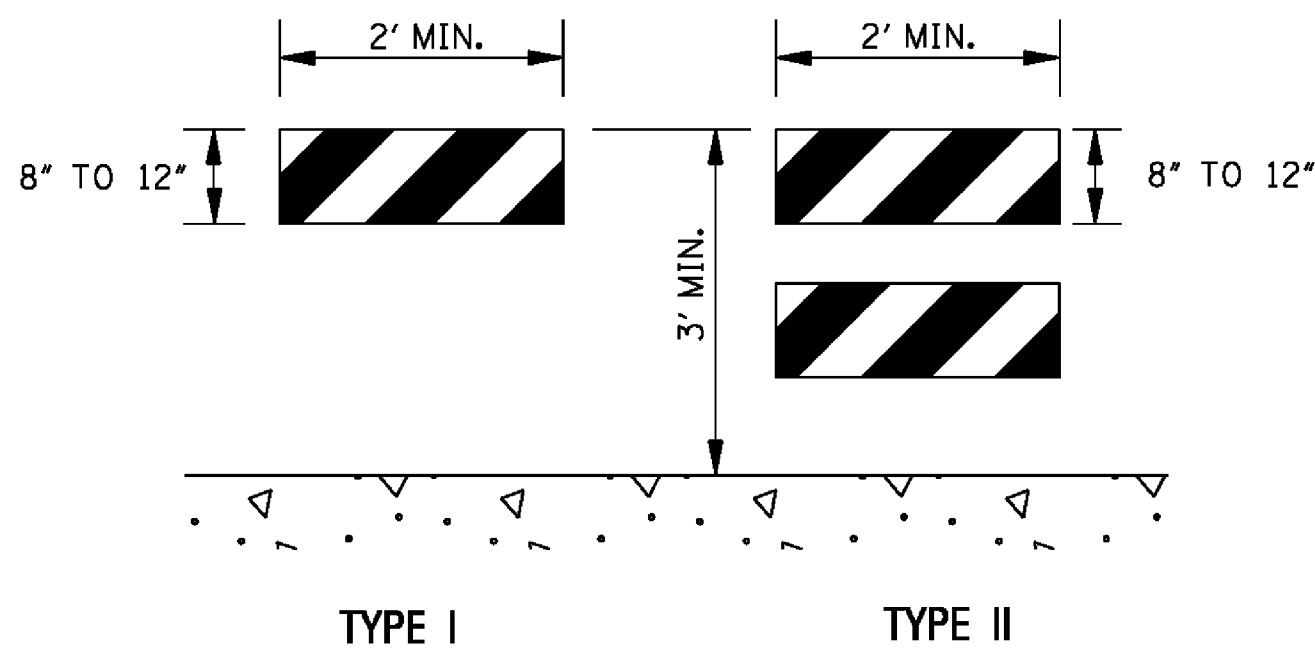
2. ALL CHANNELIZING DEVICES SHALL BE A MINIMUM OF 28" IN HEIGHT.
3. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 36" x 36" AND BLACK COPY ON FLUORESCENT ORANGE SHEETING.
4. WHEN WORK ZONE IS NO LONGER NEEDED, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
5. ADDITIONAL FLAGGERS MAY BE NEEDED AS DIRECTED BY THE ENGINEER.
6. WHEN WORK IS REQUIRED AT NIGHT, FLAGGER STATIONS SHALL BE ILLUMINATED.
7. CHANNELIZING DEVICE TYPES FOR:
 - A. APPROACH AND EXIT TAPERS- RETROREFLECTIVE PLASTIC DRUMS
 - B. ALONG LANE LINE AND WORK ZONE- TRAFFIC CONES (28" HEIGHT)
8. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.

DISTANCE BETWEEN SIGNS			
ROAD TYPE	A	B	C
URBAN (35 MPH OR LESS)	100 FT.	100 FT.	100 FT.
URBAN (40 - 70 MPH)	350 FT.	350 FT.	350 FT.
RURAL	500 FT.	500 FT.	500 FT.
EXPRESSWAY / FREEWAY	1000 FT.	1500 FT.	2640 FT.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	TRAFFIC CONTROL PLAN WITH FLAGGER (ONE-LANE CLOSURE OF TWO-WAY TRAFFIC)	 WORKING NUMBER TCP-1	
				REVISION				SHEET NUMBER 6351
				DATE				
					ISSUE DATE: <u>AUGUST 01, 2017</u>			

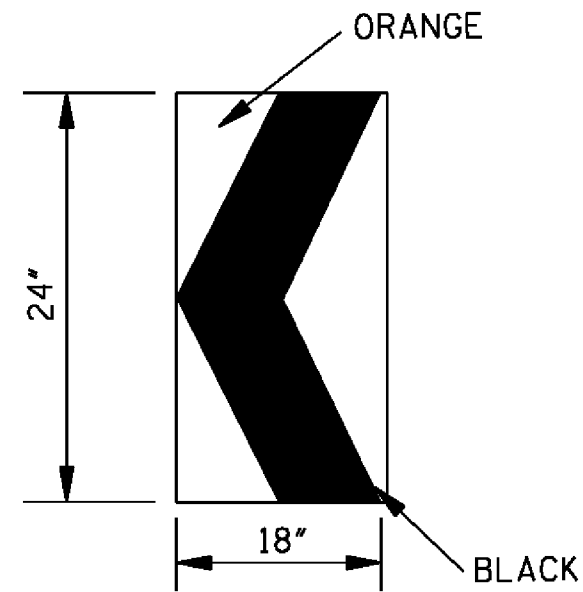
G:\PROJECTS\Hattiesburg_City of 11248 - Infrastructure Improvements Along Lamar Boulevard\11248 CAD Files\Roadway\11248_Rdwy_Stdin\DMC_r1.dwg, 6/3/20, 12:50:22 PM





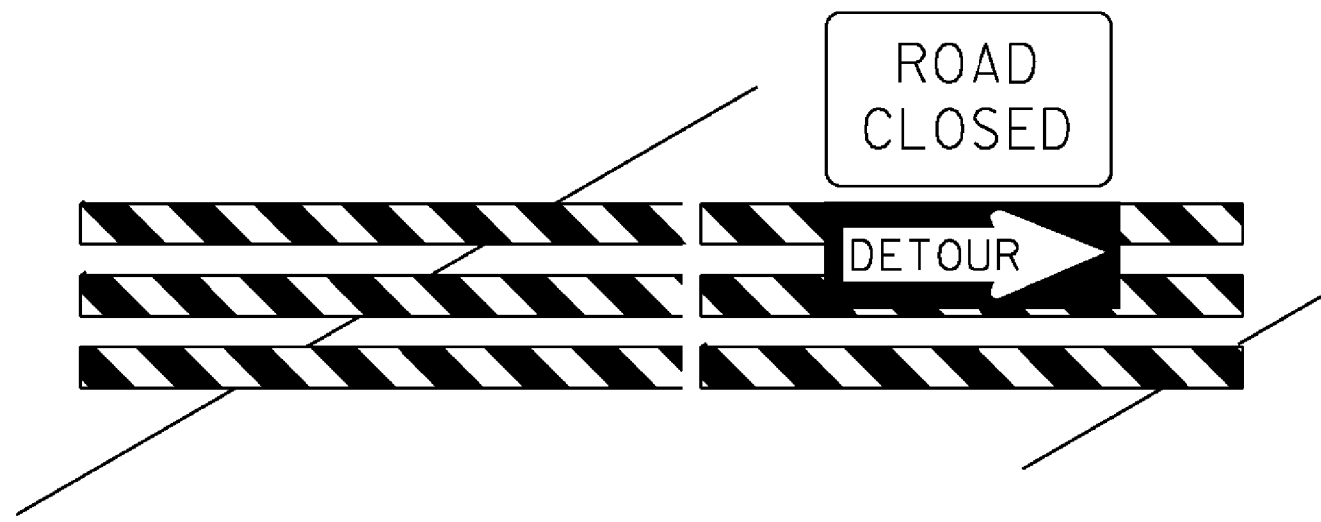
STANDARD BARRICADES

1. THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).
2. RAIL STRIPE SHOULD BE 6 INCHES, EXCEPT THAT 4-INCH WIDE STRIPES MAY BE USED IF RAIL LENGTHS ARE LESS THAN 36 INCHES.
3. DO NOT PLACE SANDBAGS OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL THAT WILL BLOCK VIEW OR RAIL FACE.
4. FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCD, LATEST EDITION.
5. BARRICADES ARE CLASSIFIED BY FHWA AS CATEGORY II WORK ZONE DEVICES WHICH REQUIRE CRASHWORTHINESS ACCEPTANCE LETTERS. TO DATE, 2-IN. THICK TIMBER RAILS HAVE NOT BEEN SUCCESSFULLY CRASH TESTED. A LIST OF CRASHWORTHY BARRICADES AND OTHER CATAGORY II DEVICES CAN BE FOUND ON FHWA'S WEBSITE:
http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/cat2.cfm



CHEVRON SIGN DETAIL

1. A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.
2. THE CHEVRON SIGN SHALL BE MOUNTED ON CRASHWORTHY SUPPORT.
3. CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OR MORE LANES ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHOULD BE PLACED APPROXIMATELY 2'-0" BEHIND THE LANE TRANSITION STRIPE.

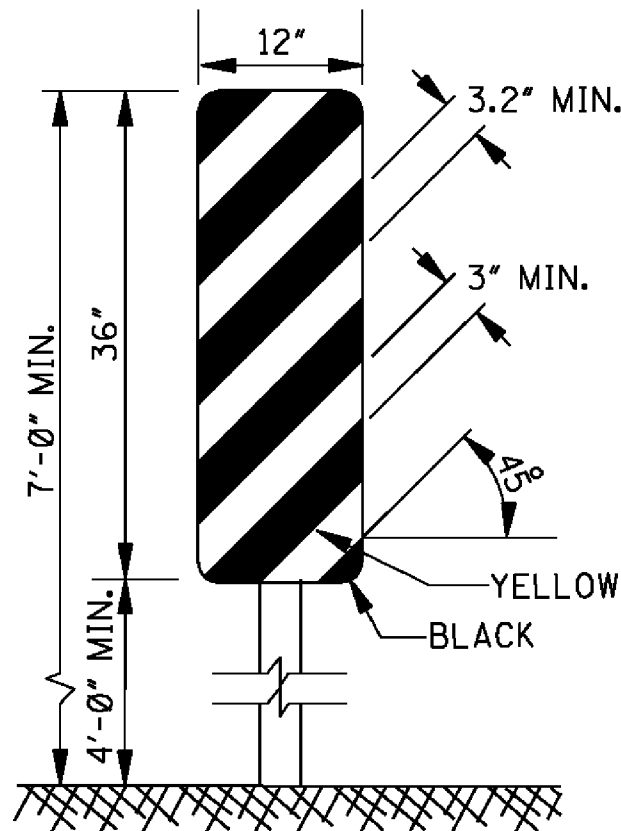


BARRICADE CLOSING A ROAD

BARRICADE CHARACTERISTICS

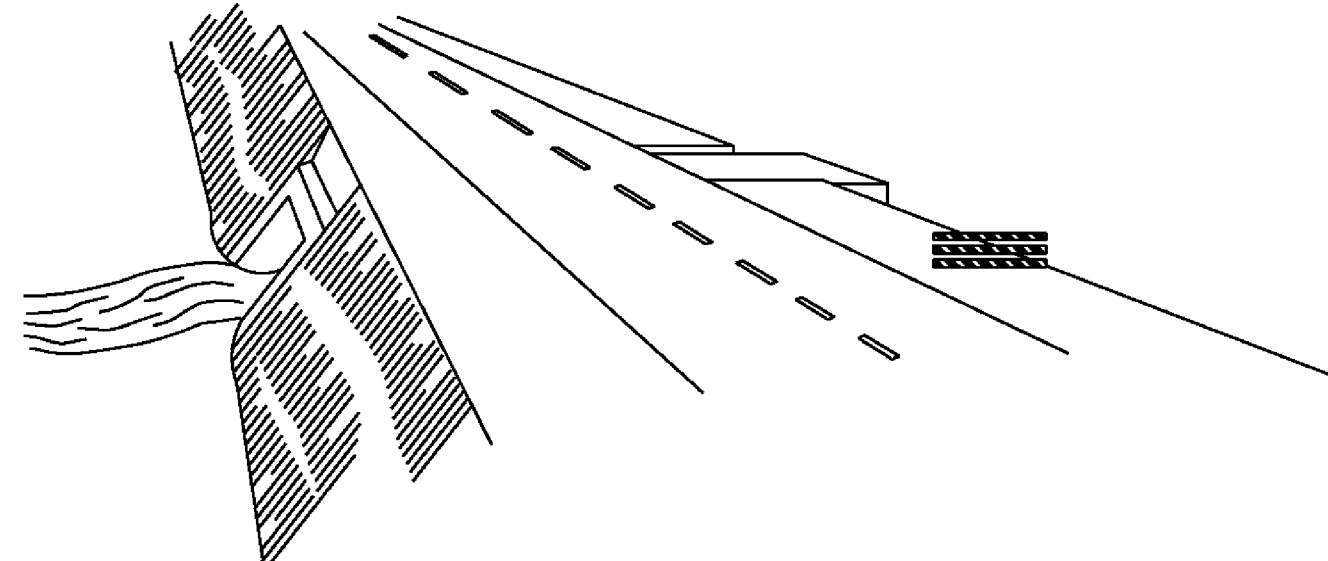
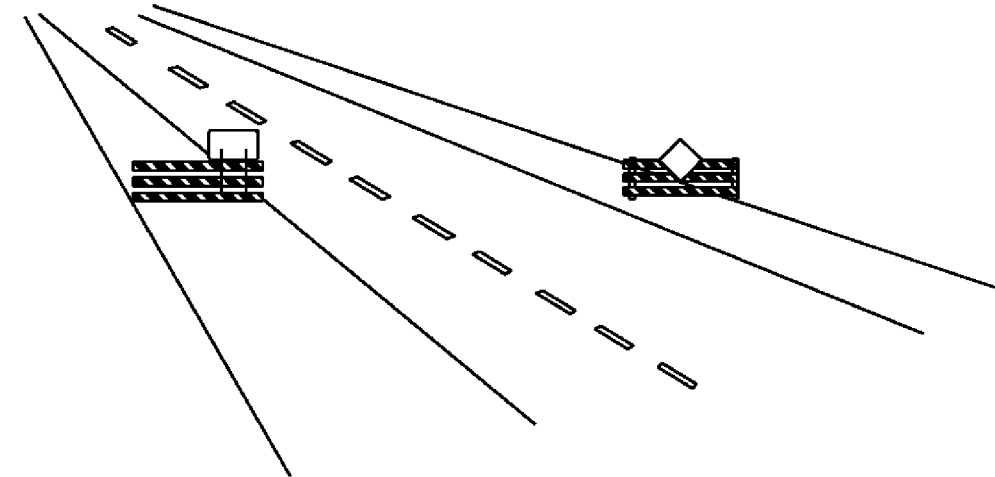
	I	II	III
WIDTH OF RAIL **	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.
LENGTH OF RAIL**	24" MIN.	24" MIN.	48" MIN.
WIDTH OF STRIPE *	6"	6"	6"
HEIGHT	36" MIN.	36" MIN.	60" MIN.
NUMBER OF RETROREFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTIONS

- * 1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.
- ** 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 in² OF REFLECTIVE AREA FACING TRAFFIC.



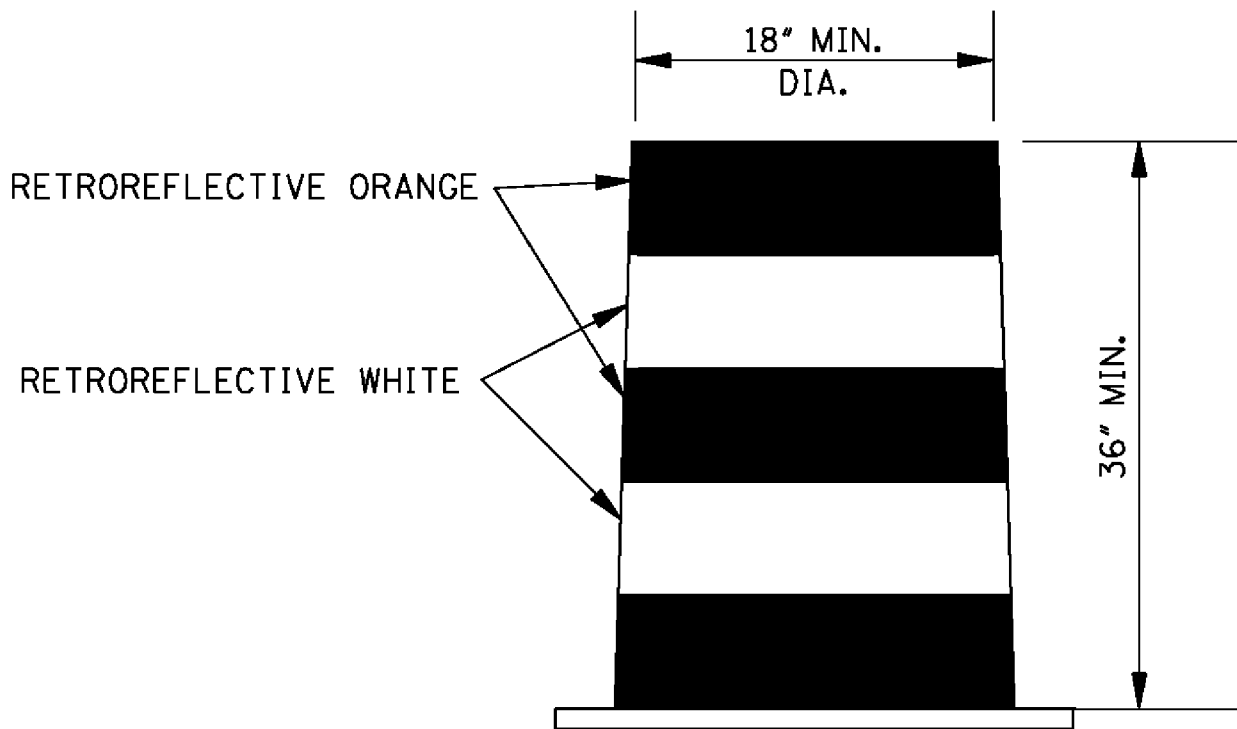
TYPE 3 OBJECT MARKER (OM-3R)

1. TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE ENGINEER.
2. THE OM-3R IS SHOWN. THE OM-3L IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.
3. THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.



WING BARRICADES

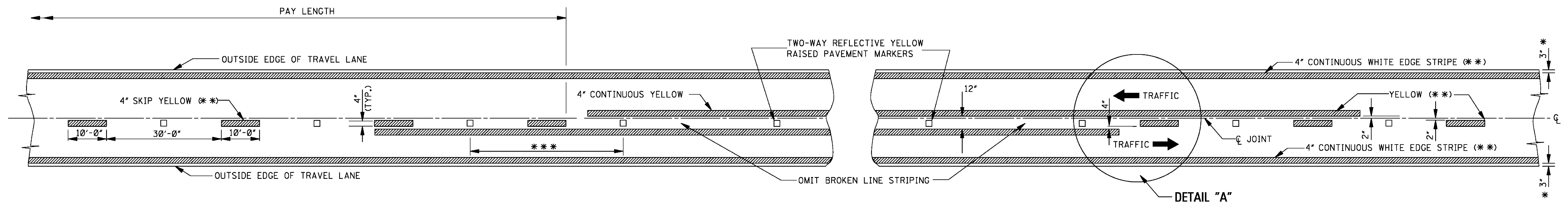
1. WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAVEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED ROADWAY. WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARNING SIGNS OR FLASHERS.
2. WING BARRICADES SHOULD BE USED:
A. IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.
B. IN ADVANCE OF ALL BRIDGE OR CULVERT WIDENING OPERATIONS.



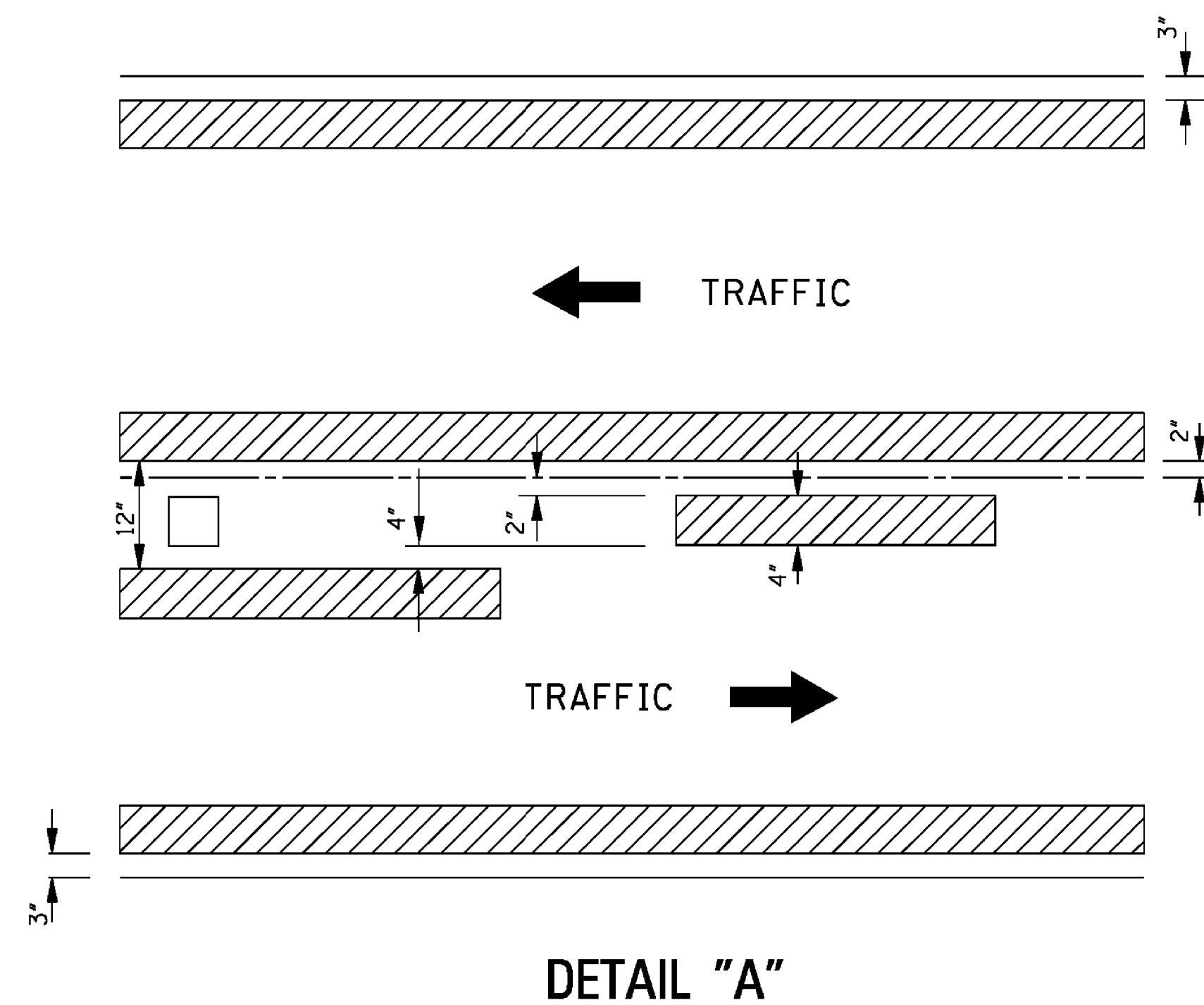
PLASTIC DRUM STRIPING DETAIL

1. PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR (4) RETROREFLECTIVE, HORIZONTAL, CIRCUMFERENTIAL STRIPES (2 ORANGE & 2 WHITE) 6" WIDE.
2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.
3. WHERE PRACTICAL PLASTIC DRUMS SHOULD BE PLACED NO CLOSER THAN 3'-0" FROM THE EDGE OF TRAVELED LANE.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	
				DATE	
				ISSUE DATE:	AUGUST 01, 2017
				WORKING NUMBER	TCP-8
				SHEET NUMBER	6358



TWO-WAY TRAFFIC
(ASPHALT OR CONCRETE PAVEMENT)



 DIRECTION OF TRAFFIC

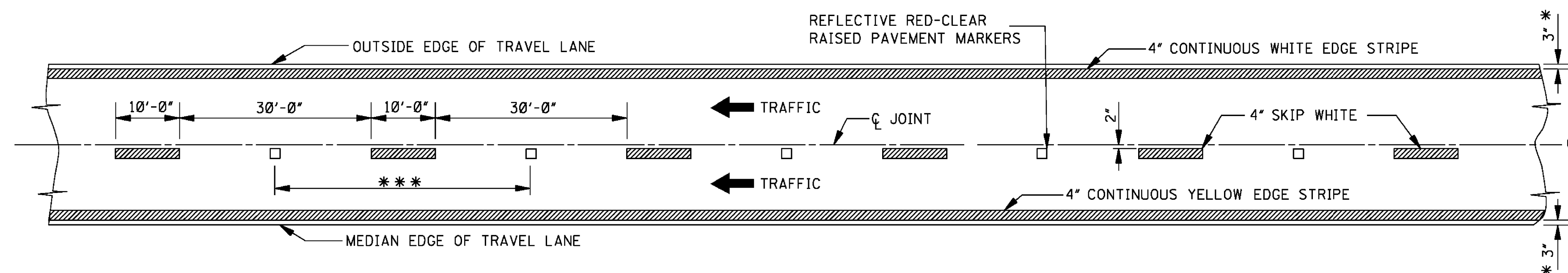
GENERAL NOTES:

- * 1. 3" UNLESS SHOWN ELSEWHERE ON THE PLANS.
- ** 2. EDGE STRIPE SHALL BE SAME MATERIAL AS LANE-LINE STRIPE (PAINT OR TAPE AS INDICATED IN PAY ITEMS).
- 3. REFLECTIVE RAISED PAVEMENT MARKERS TO BE USED IF TEMPORARY MARKINGS ARE TO REMAIN IN PLACE OVER 3 MONTHS
- *** 4. SPACING OF REFLECTIVE RAISED PAVEMENT MARKERS IS AS FOLLOWS:

	URBAN AREA (ft-in)	RURAL AREA (ft-in)
TANGENT SECTIONS	40'-0"	80'-0"
HORIZONTAL CURVES	40'-0"	40'-0"
INTERCHANGE LIMITS	40'-0"	+ 40'-0"

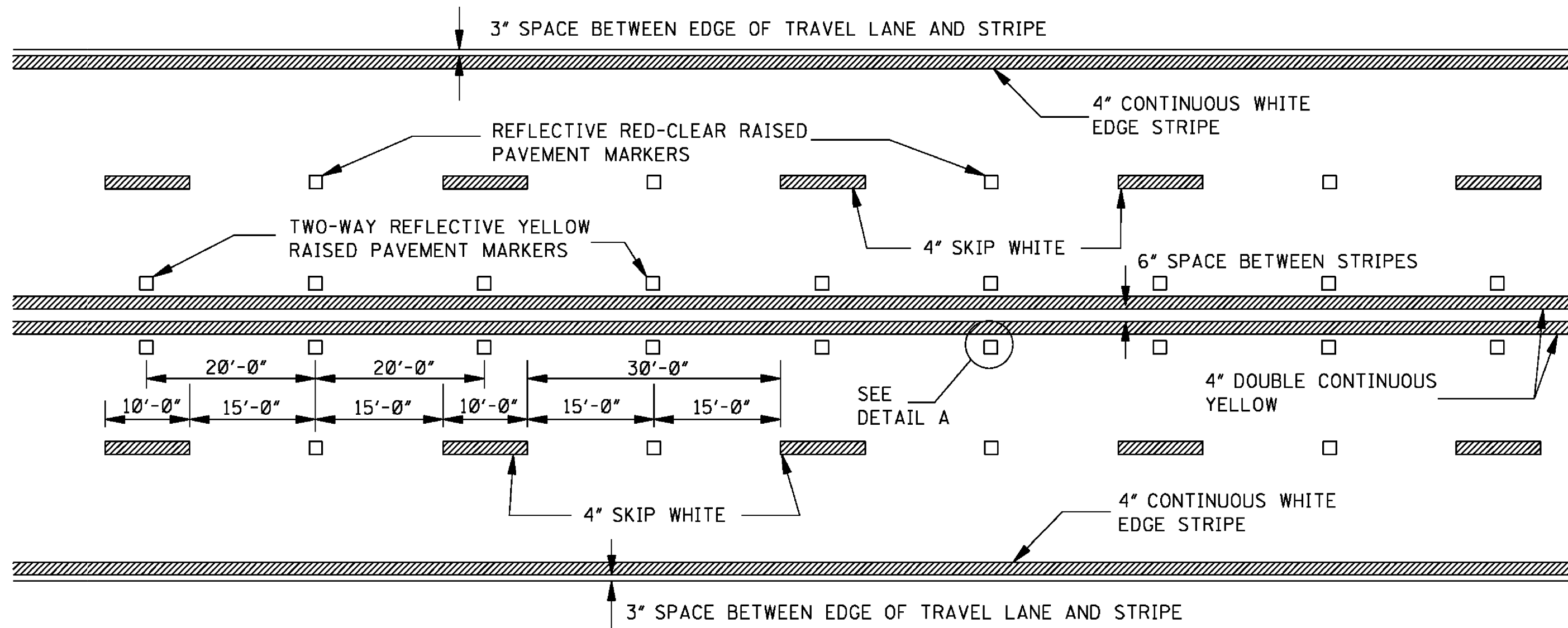
† NOTE: ON THE MAIN FACILITY, REFLECTIVE RED-CLEAR RAISED PAVEMENT MARKERS ON A 40'-0" SPACING WILL BE REQUIRED ON LANE-LINE(S) THROUGH ALL INTERCHANGE AREAS BEGINNING 1000' IN ADVANCE (IN DIRECTION OF TRAFFIC) OF THE EXIT RAMP TAPER AND CONTINUING THROUGH THE INTERCHANGE TO THE END OF THE ENTRANCE RAMP TAPER.

5. PAVEMENT MARKERS SHALL BE HIGH PERFORMANCE REFLECTIVE
RAISED PAVEMENT MARKERS AS LISTED IN THE MDOT
"APPROVED SOURCES OF MATERIALS."

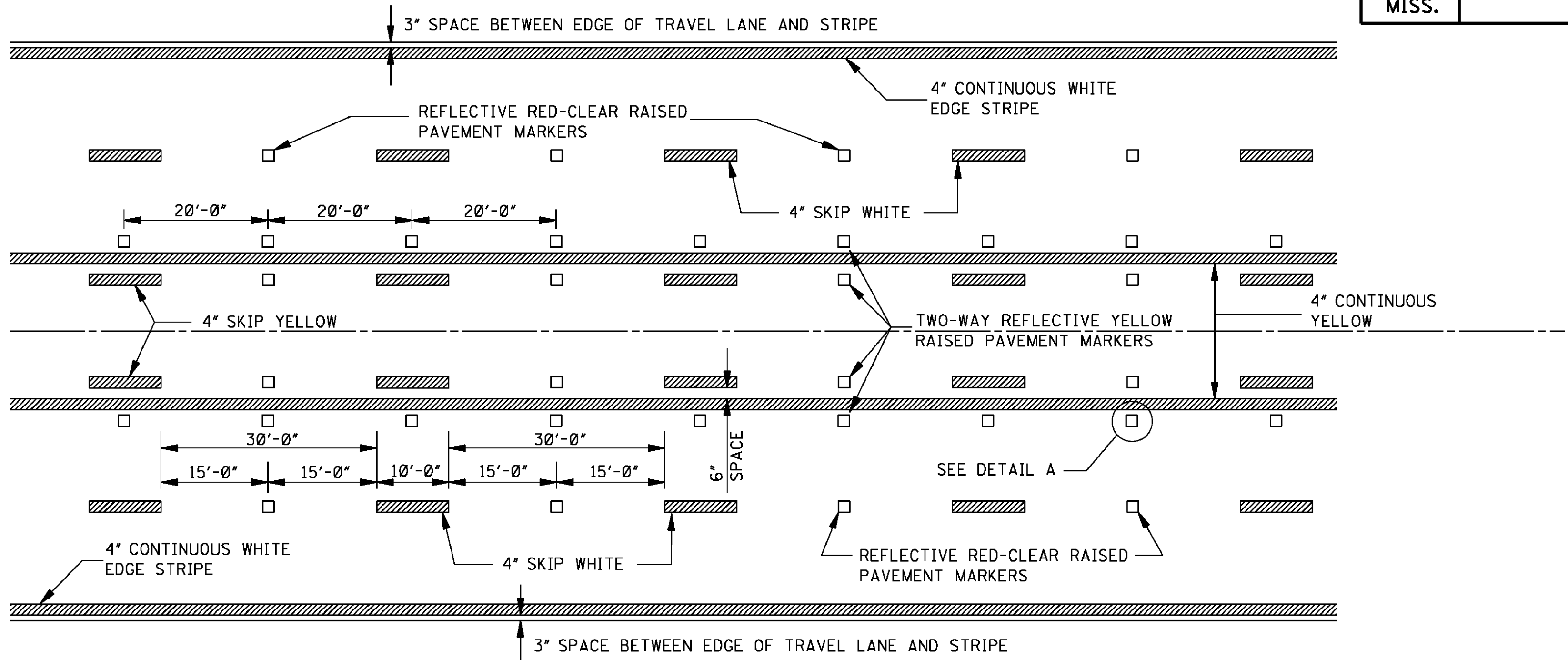


4-LANE WITH ONE-WAY TRAFFIC

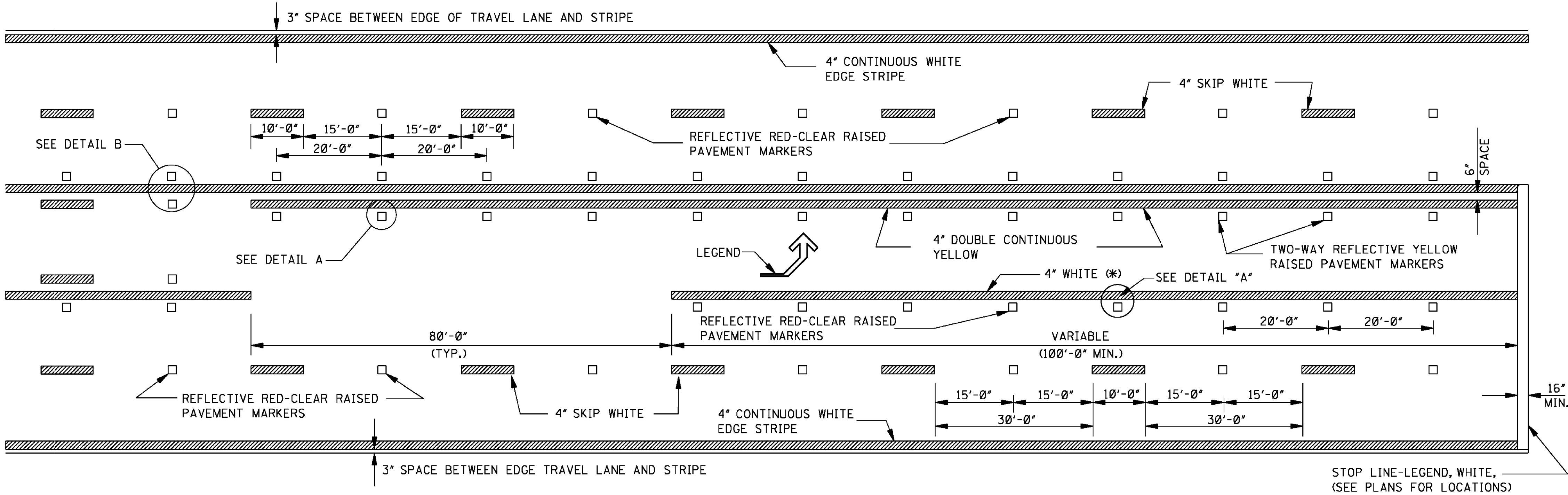
[illegible]



TYPICAL STRIPING AND RAISED PAVEMENT MARKERS FOR 4-LANE SECTION

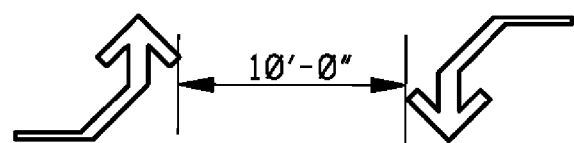


TYPICAL STRIPING AND RAISED PAVEMENT MARKERS FOR 5-LANE SECTION



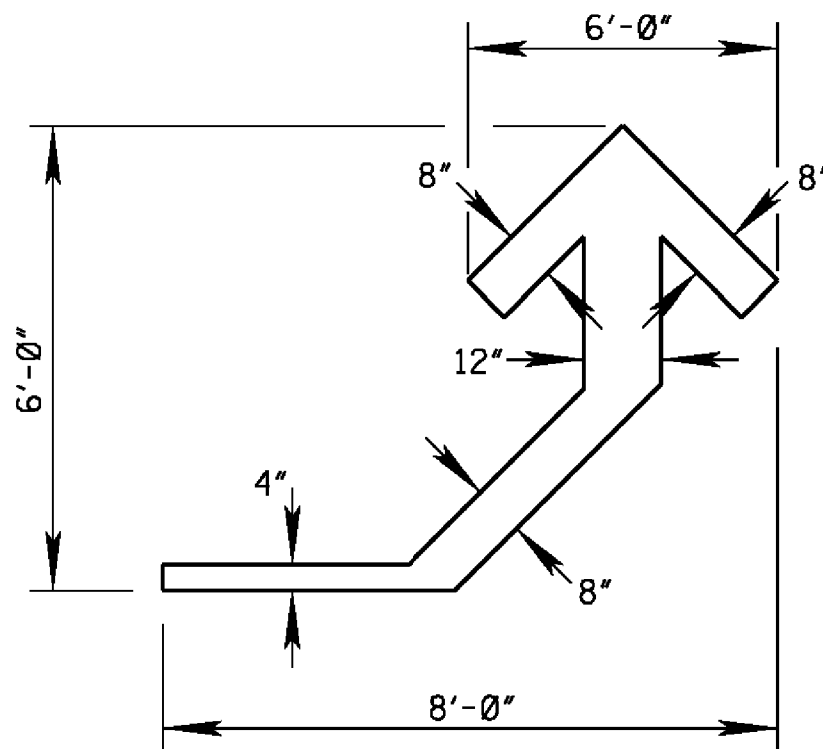
TYPICAL STRIPING AND RAISED PAVEMENT MARKERS AT LEFT TURN LANES

*NOTE: USE DETAIL STRIPING IF LENGTH $\leq 150'$ AT THIS LOCATION, OTHERWISE USE CONTINUOUS STRIPING,

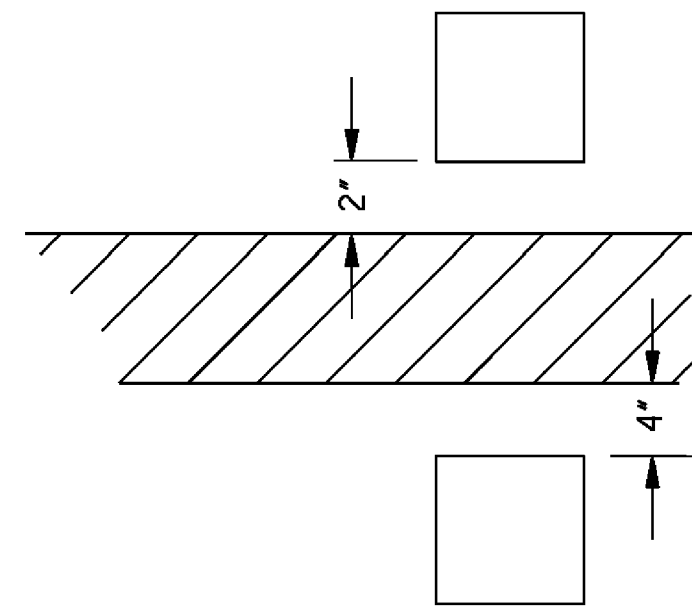


TYPICAL TWO-WAY ARROW INSTALLATION

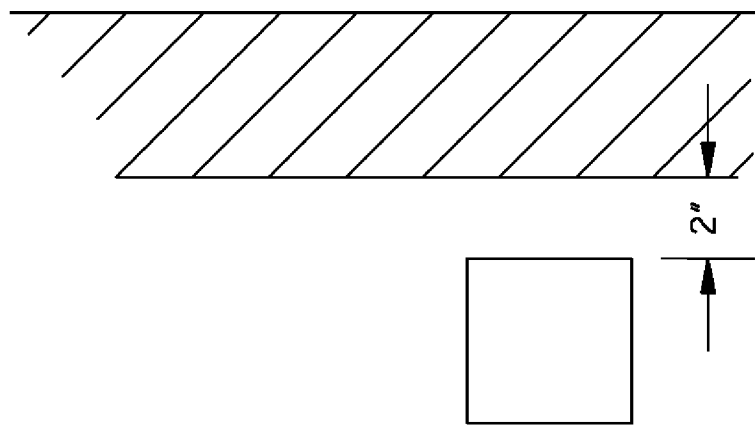
- NOTES: 1. CONSIDER EACH SEGMENT OF CONTINUOUS TWO-WAY LEFT TURN LANE SEPARATELY.
2. IF SEGMENT IS LESS THAN 350', PLACE ONE SET OF ARROWS IN CENTER OF SEGMENT.
3. IF SEGMENT IS GREATER THAN 350', PLACE FIRST SET OF ARROWS 50' TO 100' FROM BEGINNING AND/OR END OF SEGMENT AND SPACE ADDITIONAL SETS OF ARROWS (250' O.C.).



DETAIL OF TEMPORARY TURN ARROW



DETAIL B LATERAL PLACEMENT OF PAVEMENT MARKERS

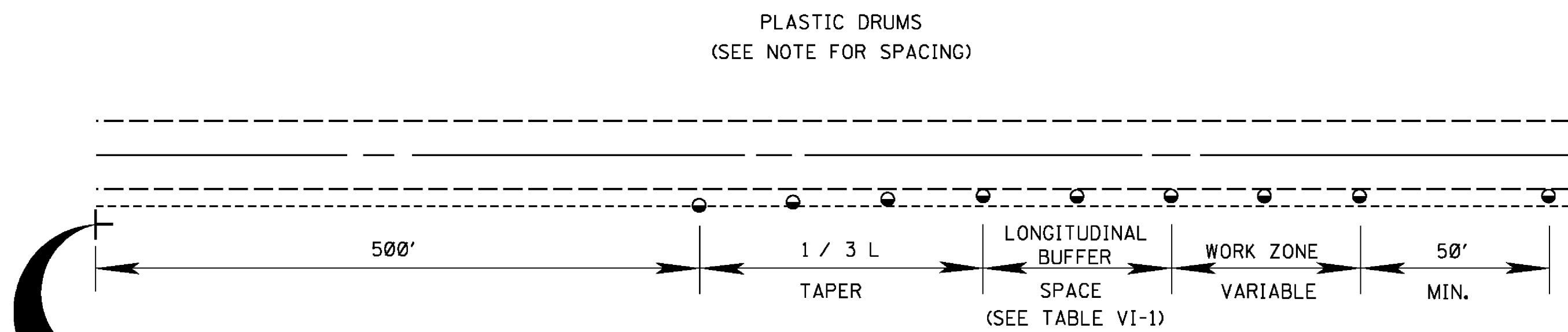


DETAIL A LATERAL PLACEMENT OF PAVEMENT MARKERS

GENERAL NOTE:

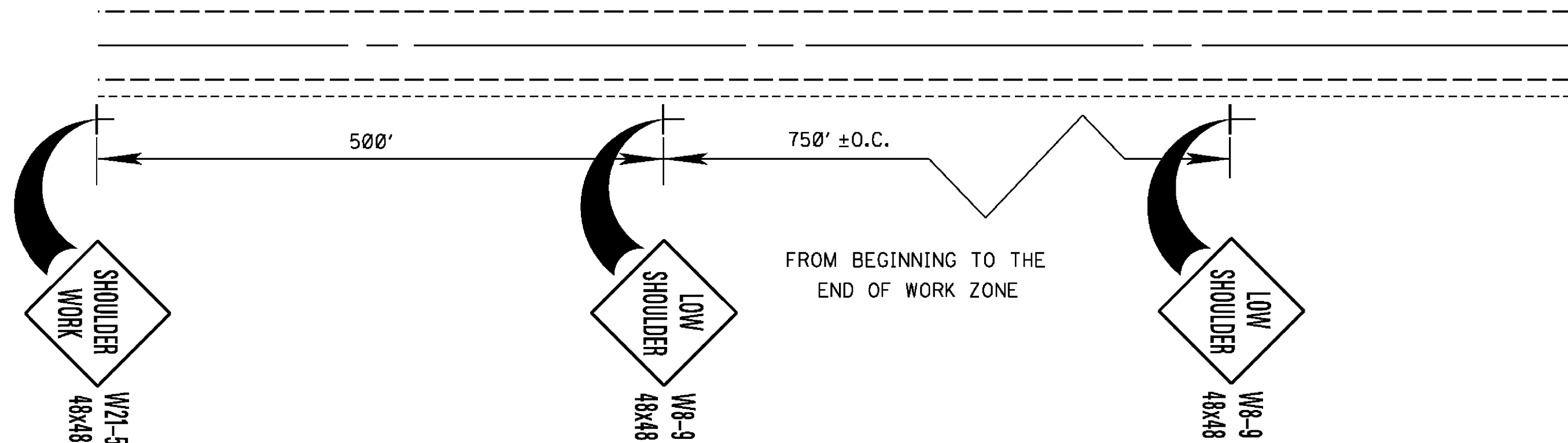
- PAVEMENT MARKERS SHALL BE HIGH PERFORMANCE RAISED PAVEMENT MARKERS AS LISTED IN THE MDOT "APPROVED SOURCES OF MATERIALS".
- REFLECTIVE RAISED PAVEMENT MARKERS TO BE USED IF TEMPORARY MARKINGS ARE TO REMAIN IN PLACE OVER 3 MONTHS
- TEMPORARY TURN ARROW TO BE PAID FOR AS TEMPORARY TRAFFIC STRIPE (LEGEND), ESTIMATED AT 10.9 SQ. FT. PER ARROW

				MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN			
				TEMPORARY STRIPING FOR TRAFFIC CONTROL 4-LANE AND 5-LANE UNDIVIDED ROADWAYS			
				ISSUE DATE: AUGUST 01, 2017			
				WORKING NUMBER TCP-14			
				SHEET NUMBER 6364			

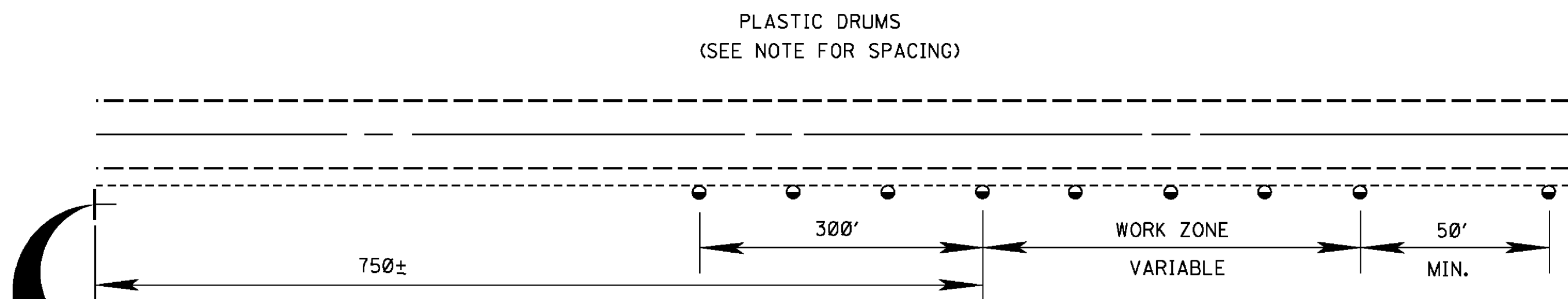


TYPICAL SHOULDER CLOSURE

- (1) TO BE USED WITH EIGHT (8) FOOT OR GREATER WIDTH IMPROVED SHOULDER.
(2) TO BE USED WHEN CONSTRUCTION VEHICLES (EQUIPMENT) ENCROACHES ON OR WITHIN TWO (2) FEET OF THE SHOULDER BREAK.

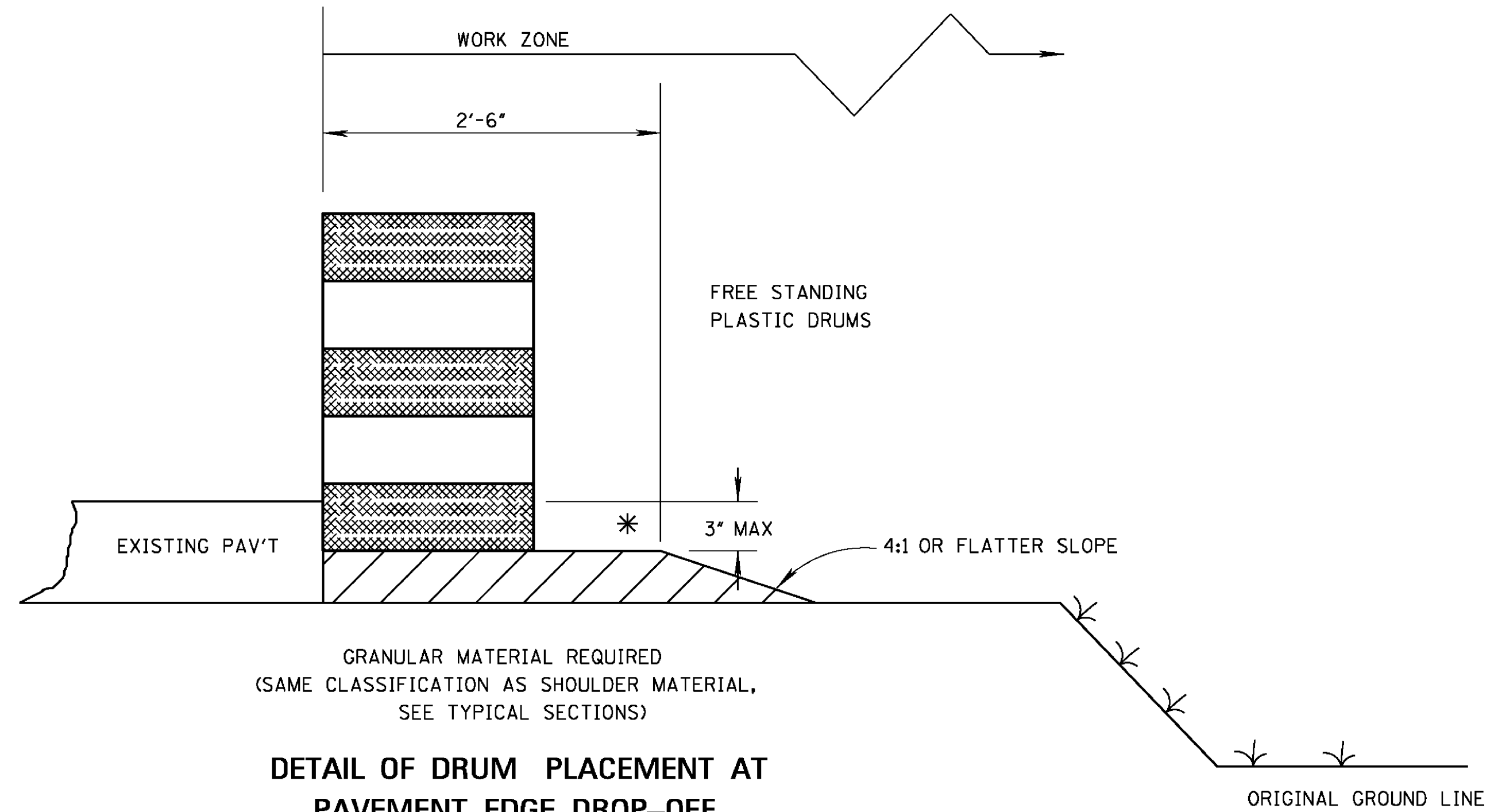


**TYPICAL SHOULDER WORK #1
(SEE NOTE A-1 THIS SHEET)**



TYPICAL SHOULDER WORK #2

NOTE:
WORK OUTSIDE TWO (2) FOOT AND WITHIN TEN (10) FEET OF THE SHOULDER BREAK MAY BE PROTECTED BY PLACING DRUMS ALONG THE SHOULDER EDGE, 300 FEET PRIOR TO AND 50 FEET BEYOND THE WORK AREA, OR SEE NOTE A-3 THIS SHEET.



**DETAIL OF DRUM PLACEMENT AT
PAVEMENT EDGE DROP-OFF**

NOTES:

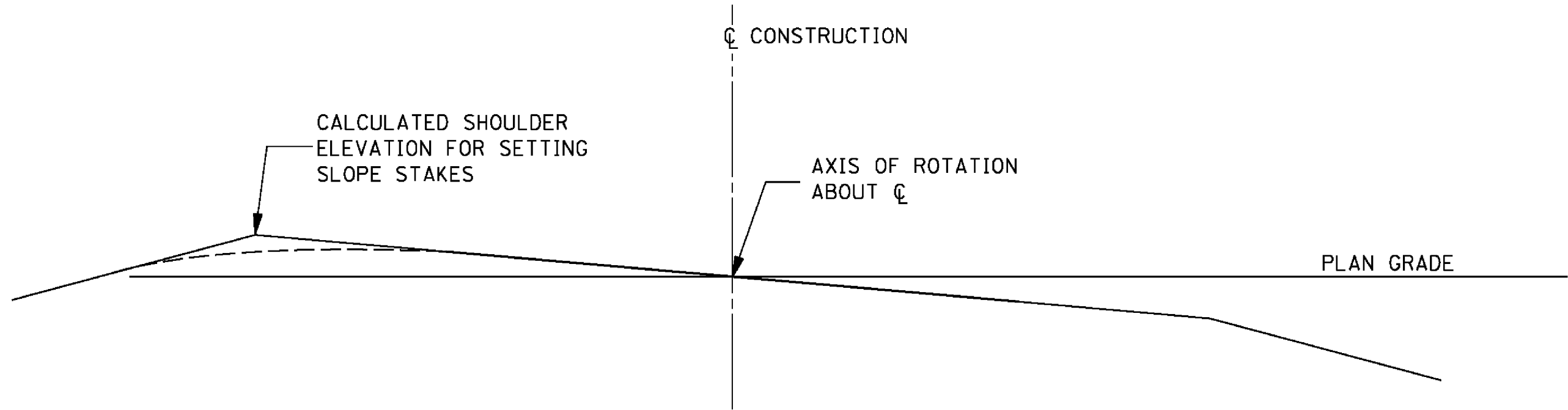
- * A. PAVEMENT EDGE DROP-OFF
- IF LESS THAN TWO AND ONE QUARTER (2.25) INCHES-NO PROTECTION REQUIRED. PLACE A SHOULDER WORK SIGN (W21-5) 500 FEET IN ADVANCE OF WORK ZONE SHOULDER AND A LOW SHOULDER SIGN (W8-9) AT THE BEGINNING AND THROUGHOUT THE WORK ZONE @ (750'±0.C.).
 - TWO AND ONE QUARTER TO THREE INCHES-PLACE DRUMS, VERTICAL PANELS OR BARRICADES EVERY 100 FEET ON TANGENT SECTIONS FOR SPEEDS OF 50 MILES PER HOUR OR GREATER. CONES MAY BE USED IN PLACE OF DRUMS, PANELS, AND BARRICADES DURING DAYLIGHT HOURS. FOR TANGENT SECTIONS WITH SPEEDS LESS THAN 50 MILES PER HOUR AND FOR CURVES, DEVICES SHOULD BE PLACED EVERY 50 FEET. SPACING FOR TAPERS SHOULD BE IN ACCORDANCE WITH THE M.U.T.C.D. (1 / 3 L, WHERE L IS THE TAPER LENGTH IN FEET.)
 - GREATER THAN THREE (3) INCHES-POSITIVE SEPARATION OR WEDGE WITH 4:1 OR FLATTER SLOPE NEEDED. IF THERE IS EIGHT (8) FEET OR MORE DISTANCE BETWEEN THE EDGE OF TRAVEL LANE AND DROP-OFF, THEN DRUMS, PANELS OR BARRICADES MAY BE USED.
 - FOR TEMPORARY CONDITIONS, DROP-OFFS GREATER THAN THREE (3) INCHES MAY BE PROTECTED WITH DRUMS, VERTICAL PANELS OR BARRICADES FOR SHORT DISTANCES DURING DAYLIGHT HOURS WHILE WORK IS BEING DONE IN THE DROP-OFF AREA.
 - LESSER TREATMENTS THAN THOSE DESCRIBED ABOVE MAY BE CONSIDERED FOR LOW-VOLUME LOCAL STREETS.
- B. DRUM SPACING
- TANGENTS = 2 X S
 - TAPERS = L / 3
WHERE L = S X W
L = TAPER LENGTH IN FEET
S = SPEED IN MPH (POSTED OR 85 PERCENTILE)
W = WIDTH OF OFFSET IN FEET
- C. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET SHALL BE PAID FOR UNDER MAINTENANCE OF TRAFFIC.

TABLE VI-1. GUIDELINES FOR LENGTH OF LONGITUDINAL BUFFER SPACE

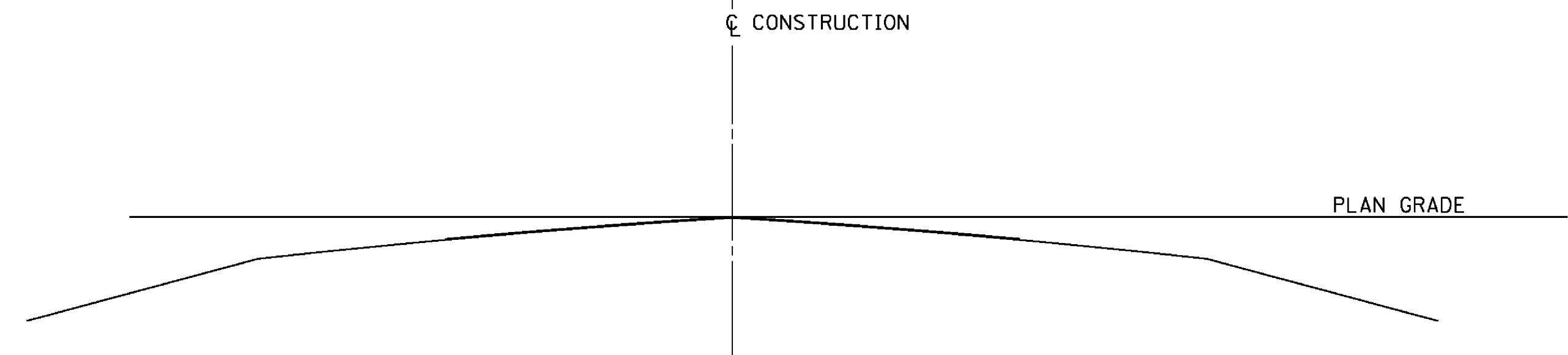
* * SPEED (MPH)	LENGTH (FEET)
20	35
25	55
30	85
35	120
40	170
45	220
50	280
55	335
60	415
65	485

* * POSTED SPEED, OFF-PEAK 85 PERCENTILE SPEED PRIOR TO WORK STARTING, OR THE ANTICIPATED OPERATING SPEED IN MPH.

		BY		MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
		REVISION		TRAFFIC CONTROL DETAILS DRUM PLACEMENT AND SHOULDER CLOSURE	
		DATE		ISSUE DATE: AUGUST 01, 2017	
				WORKING NUMBER TCP-16	
				SHEET NUMBER 6366	



FULL SUPERELEVATED SECTION



NORMAL TANGENT SECTION

e	V = 30 mph	V = 35 mph	V = 40 mph	V = 45 mph
	R (ft)	R (ft)	R (ft)	R (ft)
NC	3130	4100	5230	6480
RC	2240	2950	3770	4680
0.022	2000	2630	3370	4190
0.024	1790	2360	3030	3770
0.026	1610	2130	2740	3420
0.028	1460	1930	2490	3110
0.030	1320	1760	2270	2840
0.032	1200	1600	2080	2600
0.034	1080	1460	1900	2390
0.036	972	1320	1740	2190
0.038	864	1190	1590	2010
0.040	766	1070	1440	1840
0.042	684	960	1310	1680
0.044	615	868	1190	1540
0.046	555	788	1090	1410
0.048	502	718	995	1300
0.050	456	654	911	1190
0.052	413	595	833	1090
0.054	373	540	759	995
0.056	335	487	687	903
0.058	296	431	611	806
e _{max} = 0.060 R _{min} = 230 R _{min} = 340 R _{min} = 485 R _{min} = 643				

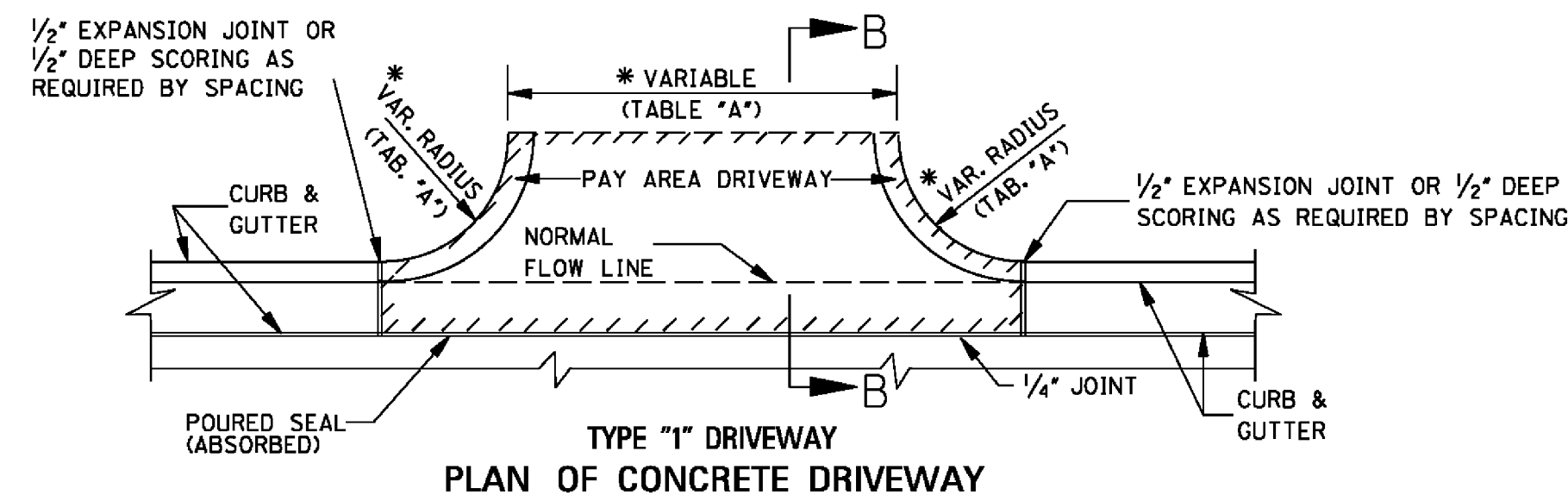
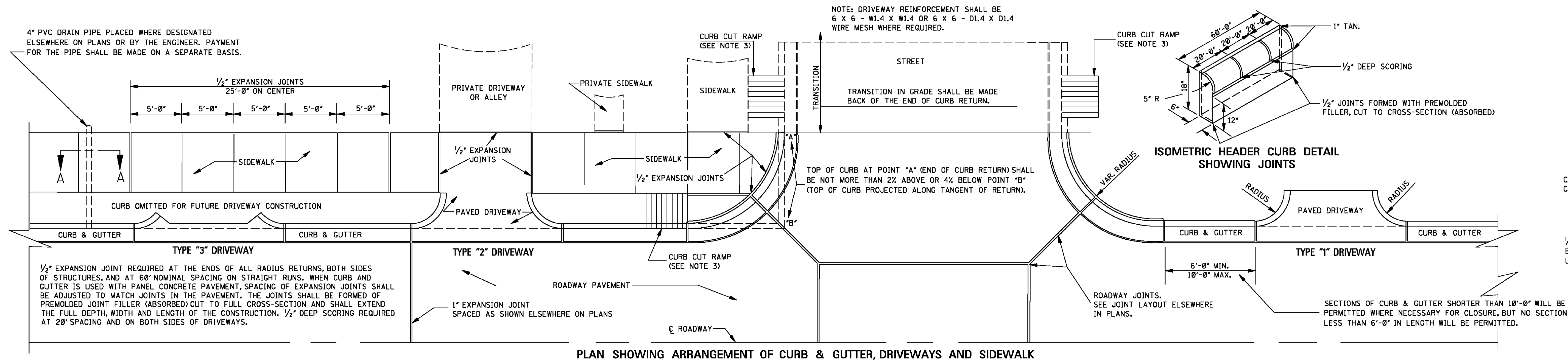
KEY:
V = DESIGN SPEED (mph)
R = RADIUS (ft)
e = FULL SUPERELEVATION RATE (ft+/ft)
NC = NORMAL CROWN
RC = REVERSE CROWN

*EXTRA WIDTH TABLE FOR TRAVELED WAY												
RADIUS OF CURVE (ft)	TRAVELED WAY WIDTH = 24 ft				TRAVELED WAY WIDTH = 22 ft				TRAVELED WAY WIDTH = 20 ft			
	DESIGN SPEED (mph)				DESIGN SPEED (mph)				DESIGN SPEED (mph)			
	30	35	40	45	30	35	40	45	30	35	40	45
7000												
6500												
6000												
5500												2.0
5000											2.0	2.1
4500										2.0	2.1	2.1
4000									2.0	2.1	2.2	2.2
3500									2.1	2.2	2.3	2.4
3000									2.3	2.4	2.4	2.5
2500									2.5	2.6	2.7	2.8
2000							2.0	2.1	2.7	2.9	3.0	3.1
1800						2.0	2.1	2.3	2.9	3.0	3.1	3.3
1600					2.1	2.2	2.3	2.5	3.1	3.2	3.3	3.5
1400					2.3	2.5	2.6	2.7	3.3	3.5	3.6	3.7
1200				2.1	2.7	2.8	2.9	3.1	3.7	3.8	3.9	4.1
1000	2.1	2.3	2.4	2.6	3.1	3.3	3.4	3.6	4.1	4.3	4.4	4.6
900	2.4	2.6	2.7	2.9	3.4	3.6	3.7	3.9	4.4	4.6	4.7	4.9
800	2.7	2.9	3.1	3.3	3.7	3.9	4.1	4.3	4.7	4.9	5.1	5.3
700	3.2	3.4	3.6	3.8	4.2	4.4	4.6	4.8	5.2	5.4	5.6	5.8
600	3.8	4.0	4.2	4.4	4.8	5.0	5.2	5.4	5.8	6.0	6.2	6.4
500	4.6	4.9	5.1	5.3	5.6	5.9	6.1	6.3	6.6	6.9	7.1	7.3
450	5.2	5.4	5.7		6.2	6.4	6.7		7.2	7.4	7.7	
400	5.9	6.1	6.4		6.9	7.1	7.4		7.9	8.1	8.4	
350	6.8	7.0	7.3		7.8	8.0	8.3		8.8	9.0	9.3	
300	7.9	8.2			8.9	9.2			9.9	10.2		
250	9.6				10.6				11.6			
200	12.0				13.0				14.0			

* NOTE: EXTRA WIDTH TO BE ADDED ON INSIDE OF CURVE. THE SPECIFIED EXTRA WIDTH TO BE ADDED AT UNIFORM RATE THROUGHOUT SUPERELEVATION RUNOFF (L). CENTERLINE STRIPE SHOULD EQUALLY DIVIDE SURFACED WIDTH.

- GENERAL NOTES:
- SE RATE SHOULD BE DETERMINED FROM A RADIUS EQUAL TO OR SLIGHTLY SMALLER THAN, THE RADIUS OF THE CURVE.
 - THIS SHEET ONLY APPLIES TO LOCAL ROAD FACILITIES IN RESTRICTED LOCATIONS (V ≤ 45 mph).
 - IT IS SUGGESTED THAT BOTH SHOULDER GRADE & FORM GRADE CORRECTIONS FOR SUPERELEVATION RUNOFF BE DETERMINED GRAPHICALLY. USE STANDARD CROSS SECTION SHEET WITH HORIZONTAL SCALE 1"=20' AND VERTICAL SCALE 1"=1'. CONNECT CONTROL POINTS WITH FLEXIBLE CURVE. CORRECTIONS CAN BE READ AT ANY POINT.
 - STATE AID DIVISION: USE STANDARD SA-SE-1.
 - SEE SHEET SE-3A FOR RUNOFF VALUES.

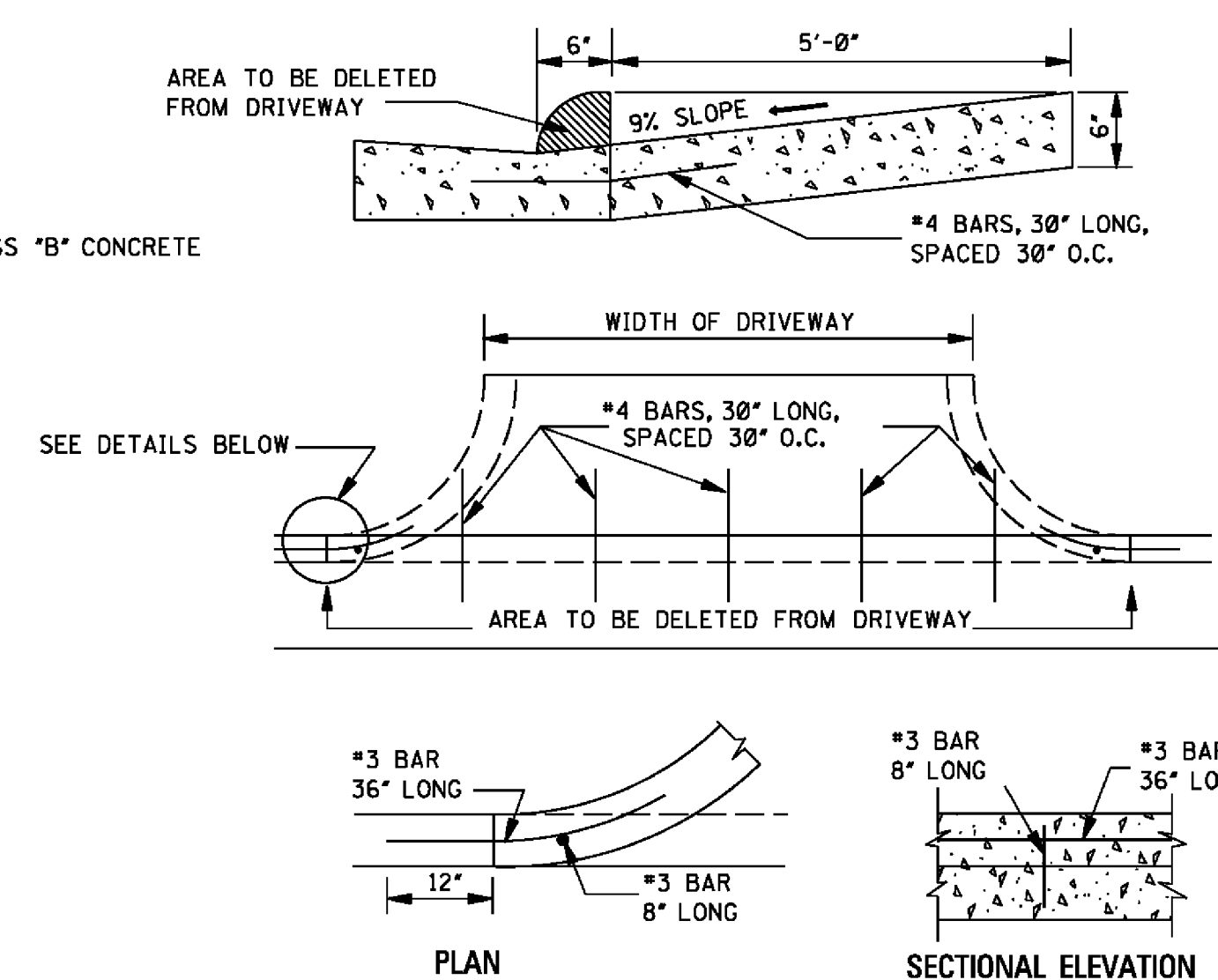
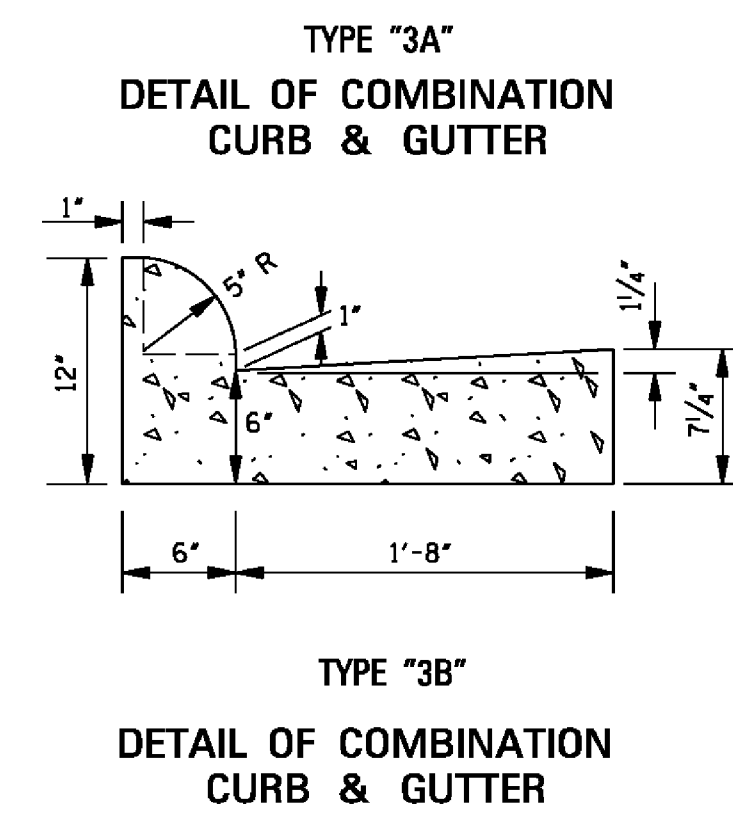
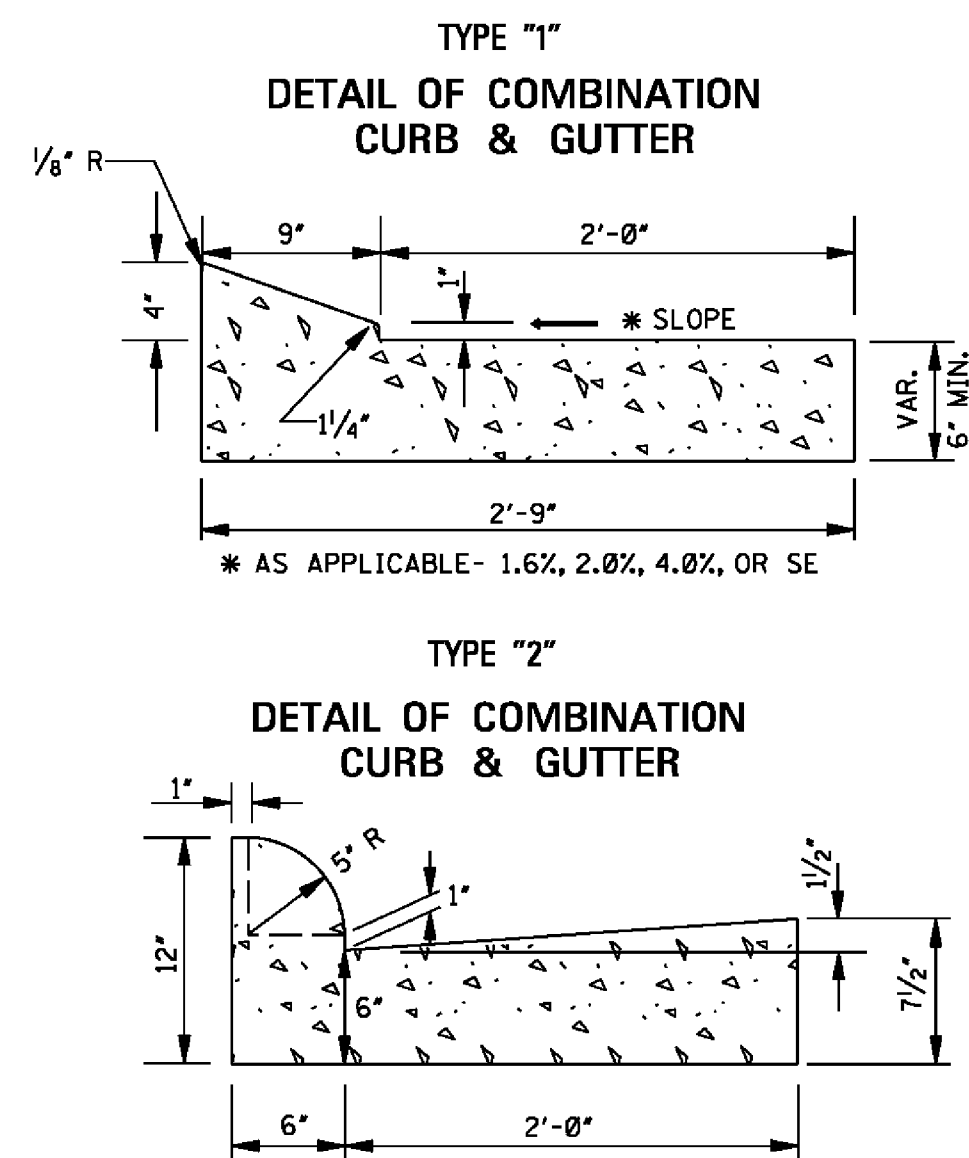
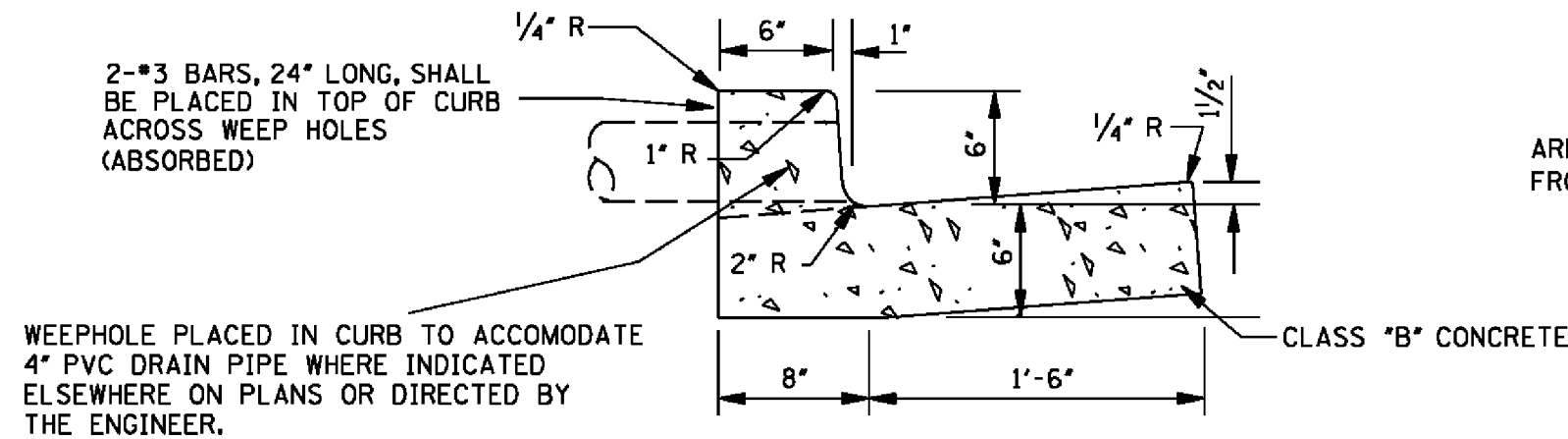
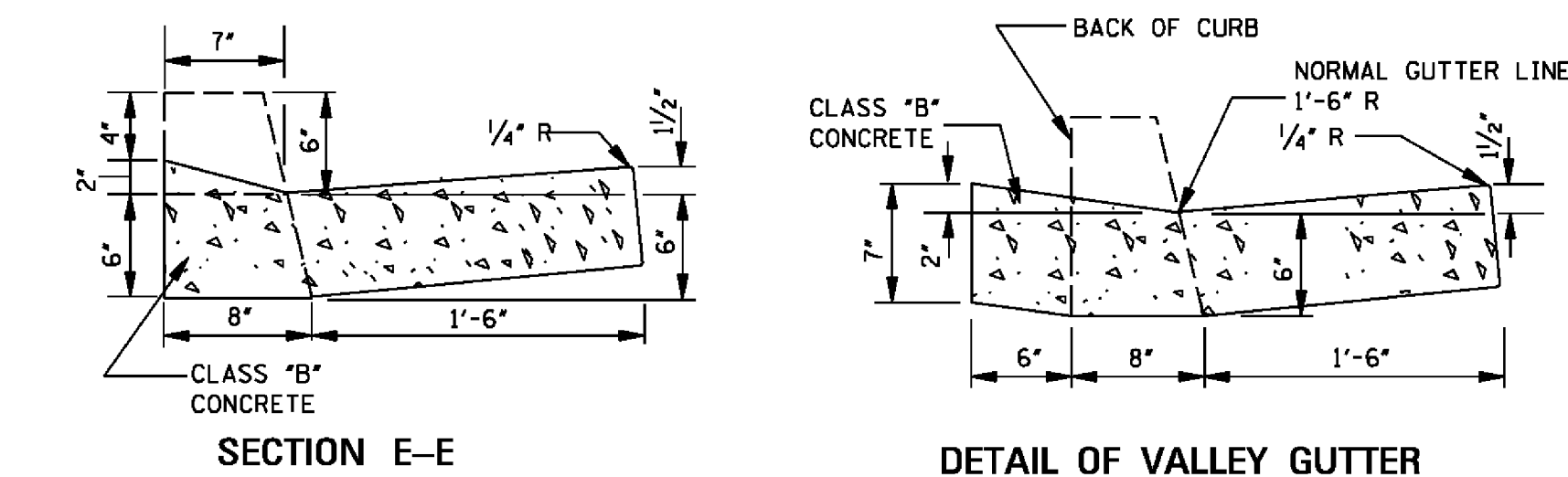
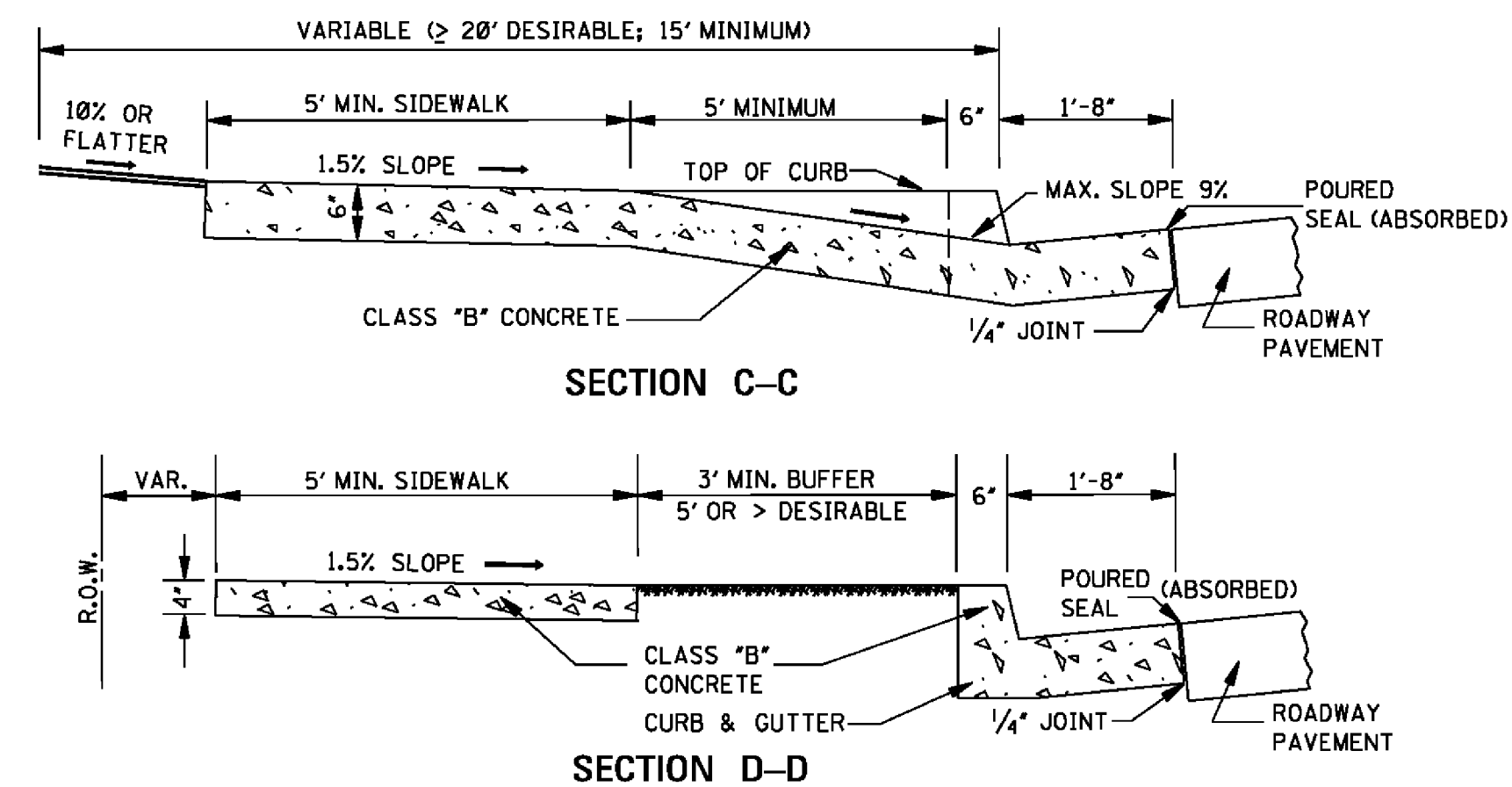
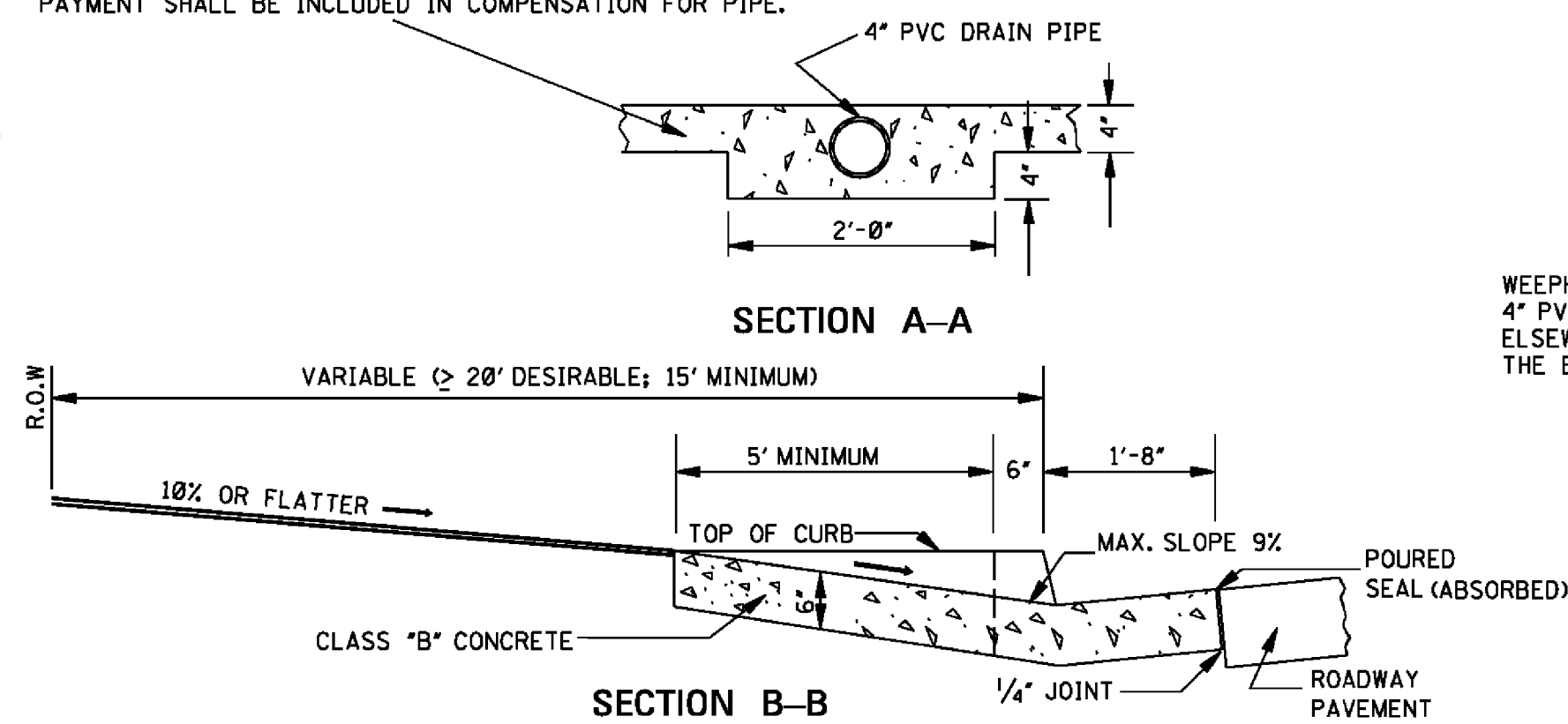
					BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN					
					REVISION	SUPERELEVATION TRANSITION FOR LOCAL FACILITIES (V ≤ 45 mph)					
					DATE						
						ISSUE DATE: AUGUST 01, 2017					
						WORKING NUMBER SE-1					
						SHEET NUMBER 6407					



11.058 yd² FOR DRIVEWAY 16'-0" IN WIDTH.
0.574 yd² FOR EACH ADDED OR SUBTRACTED
FOOT OF WIDTH.
NOTE: THIS DRIVEWAY AREA EXAMPLE IS
COMPUTED ON THE BASIS OF 3'-0" RADIUS.
PAYMENT FOR CURB RADIUS SHALL BE
INCLUDED IN COMPENSATION FOR DRIVEWAY.

*TABLE "A"		
DRIVEWAY TYPE	DRIVEWAY WIDTH	CURB RETURN RADIUS
RESIDENTIAL	16'	5' - 10'
COMMERCIAL/ INDUSTRIAL	30' - 50'	10' - 30'

4" EXTRA DEPTH SHALL BE PLACED FULL WIDTH OF SIDEWALK, WHERE DRAIN PIPE PASSES THROUGH SIDEWALK. PAYMENT SHALL BE INCLUDED IN COMPENSATION FOR PIPE.

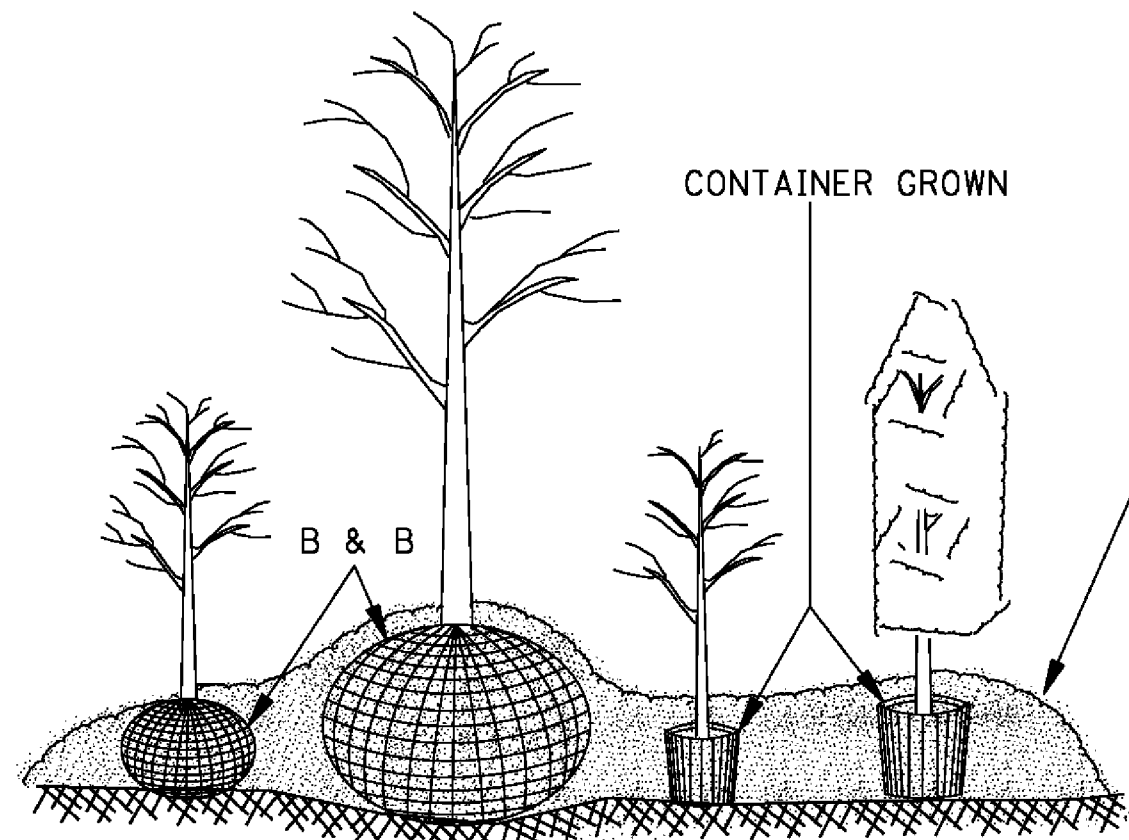


PERMISSIBLE DRIVEWAY CONSTRUCTION METHOD FOR SLIP-FORM PLACEMENT OF CURB & GUTTER

GENERAL NOTES:

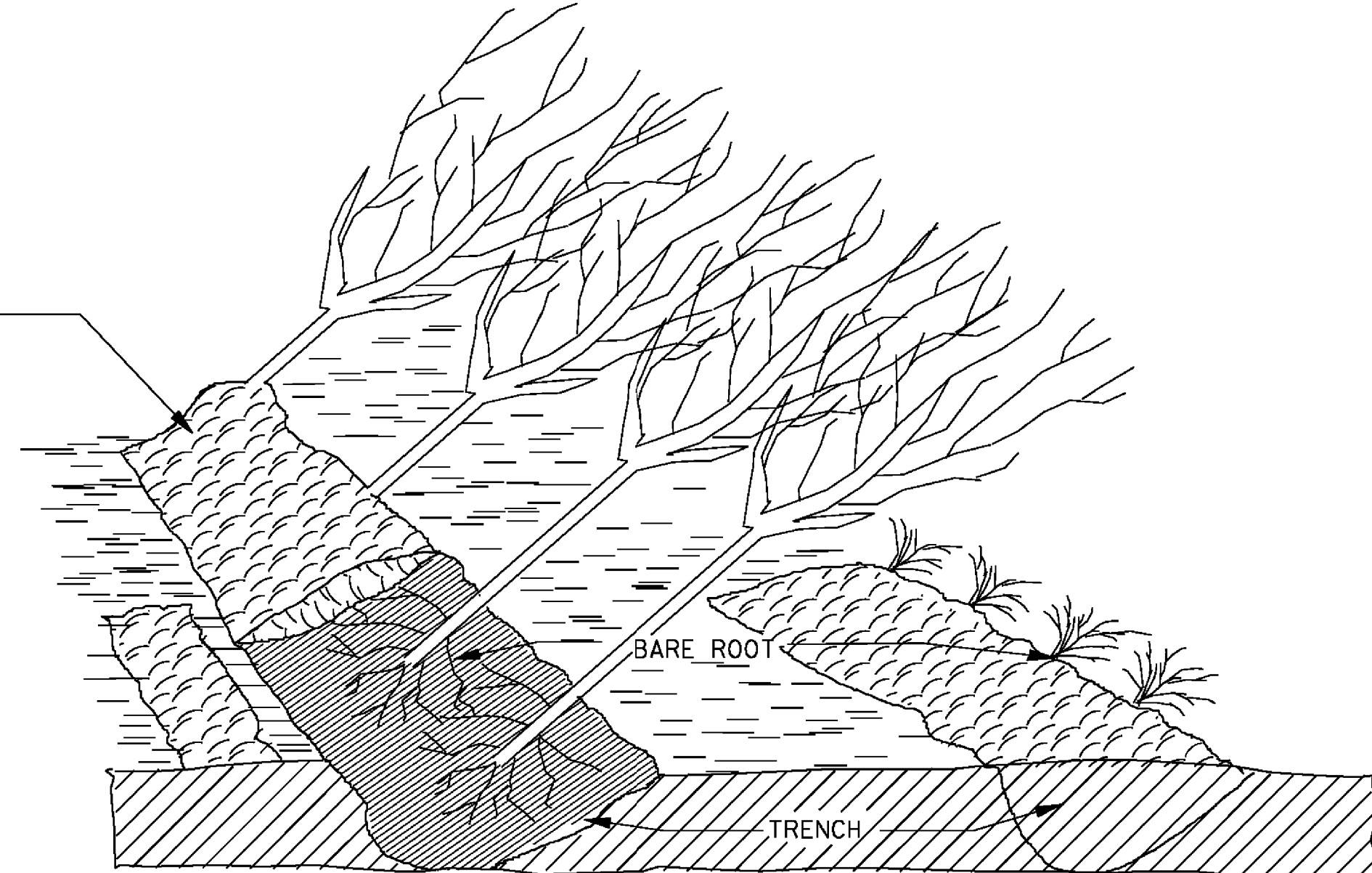
1. TRAVERSE CONTRACTION JOINTS ARE REQUIRED AT 20' ON CENTER FOR ALL CONCRETE DRIVEWAYS THAT EXTEND PAST THE END OF THE CURB RETURN. A 1/2" WIDE EXPANSION JOINT IS REQUIRED AT THE END OF THE CURB RETURN AND AT 60' ON CENTER THROUGHOUT THE LENGTH OF THE DRIVEWAY. A LONGITUDINAL CONTRACTION JOINT IS REQUIRED FOR ALL DRIVEWAYS EXCEEDING 20' IN WIDTH.
2. SEE WK. NOS. CR-1, CR-2, CR-3 & CR-4 FOR DETAILS OF CURB-CUT RAMPS.
3. MAXIMUM 2% CROSS-SLOPE ON SIDEWALKS.

BY		MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
REVISION		ROADWAY DESIGN DIVISION	
DATE		STANDARD PLAN	
		DRIVEWAYS, CURB & GUTTER, & SIDEWALK	
		WORKING NUMBER SD-1	
		SHEET NUMBER 6419	
		ISSUE DATE: AUGUST 01, 2017	



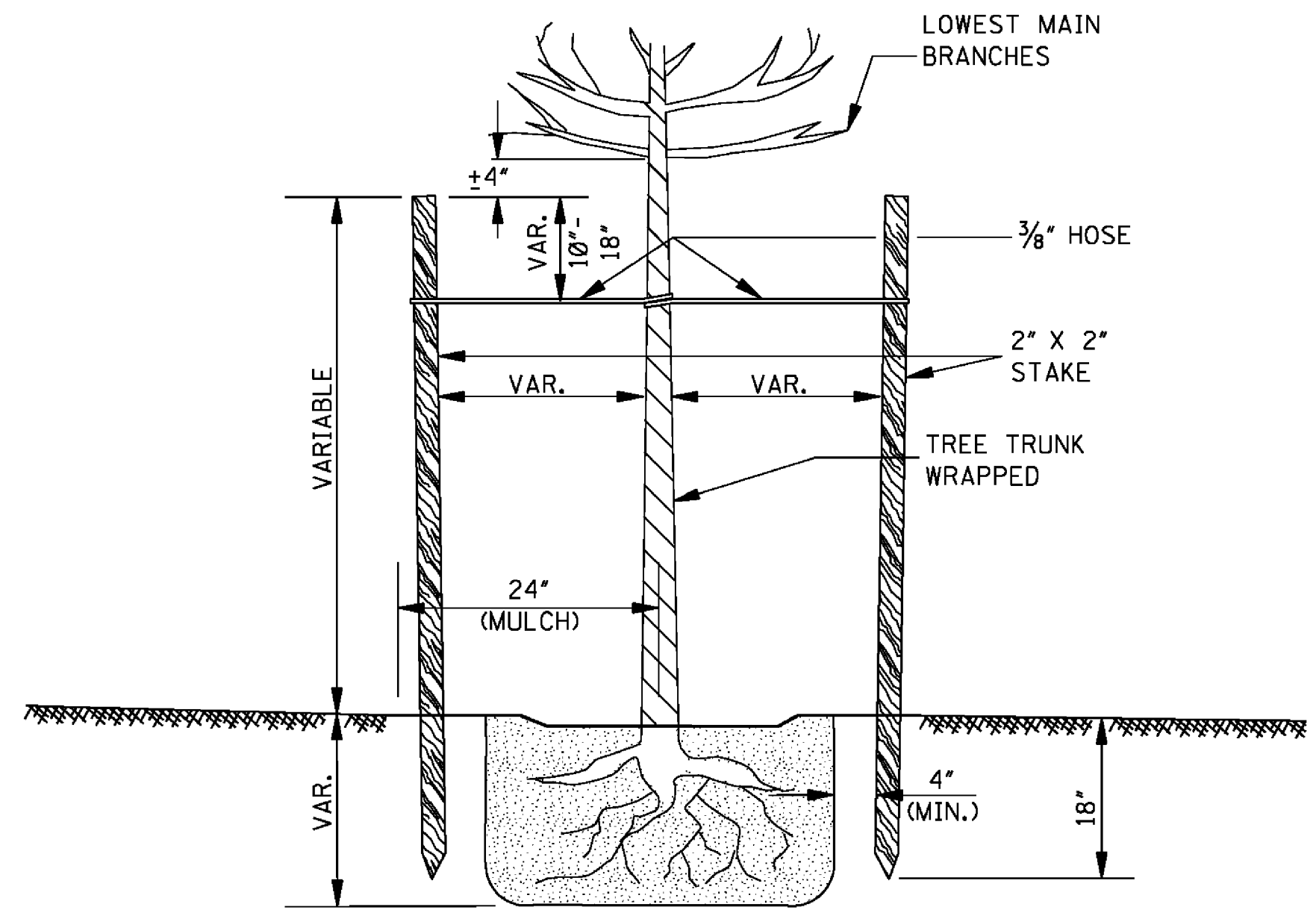
B & B AND CONTAINER GROWN PLANTS

SOIL, SAWDUST OR OTHER APPROVED MATERIALS



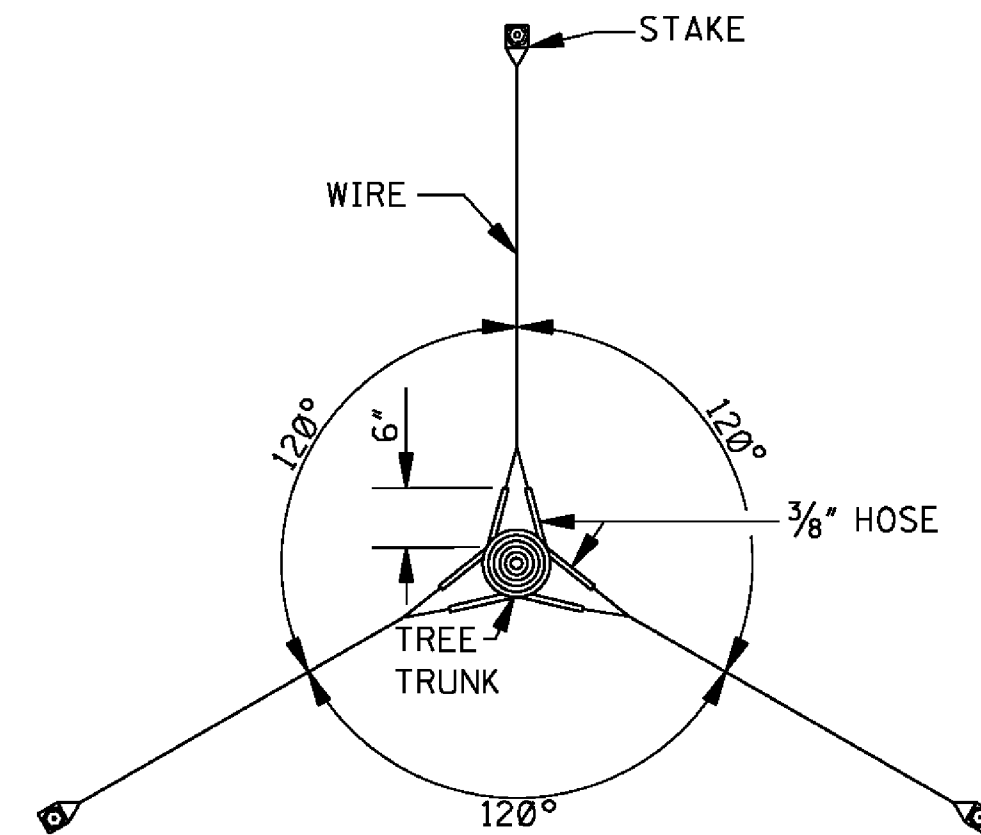
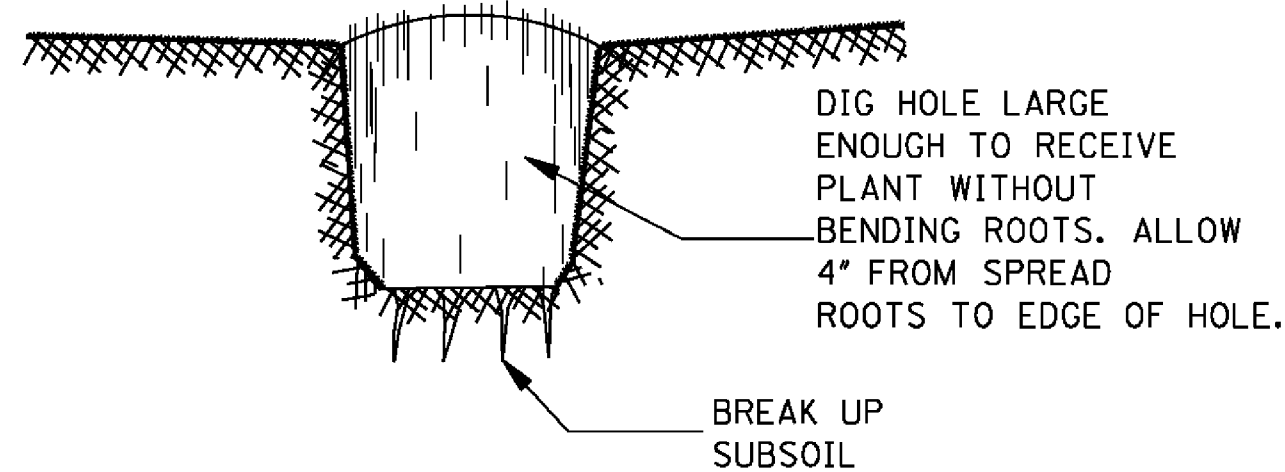
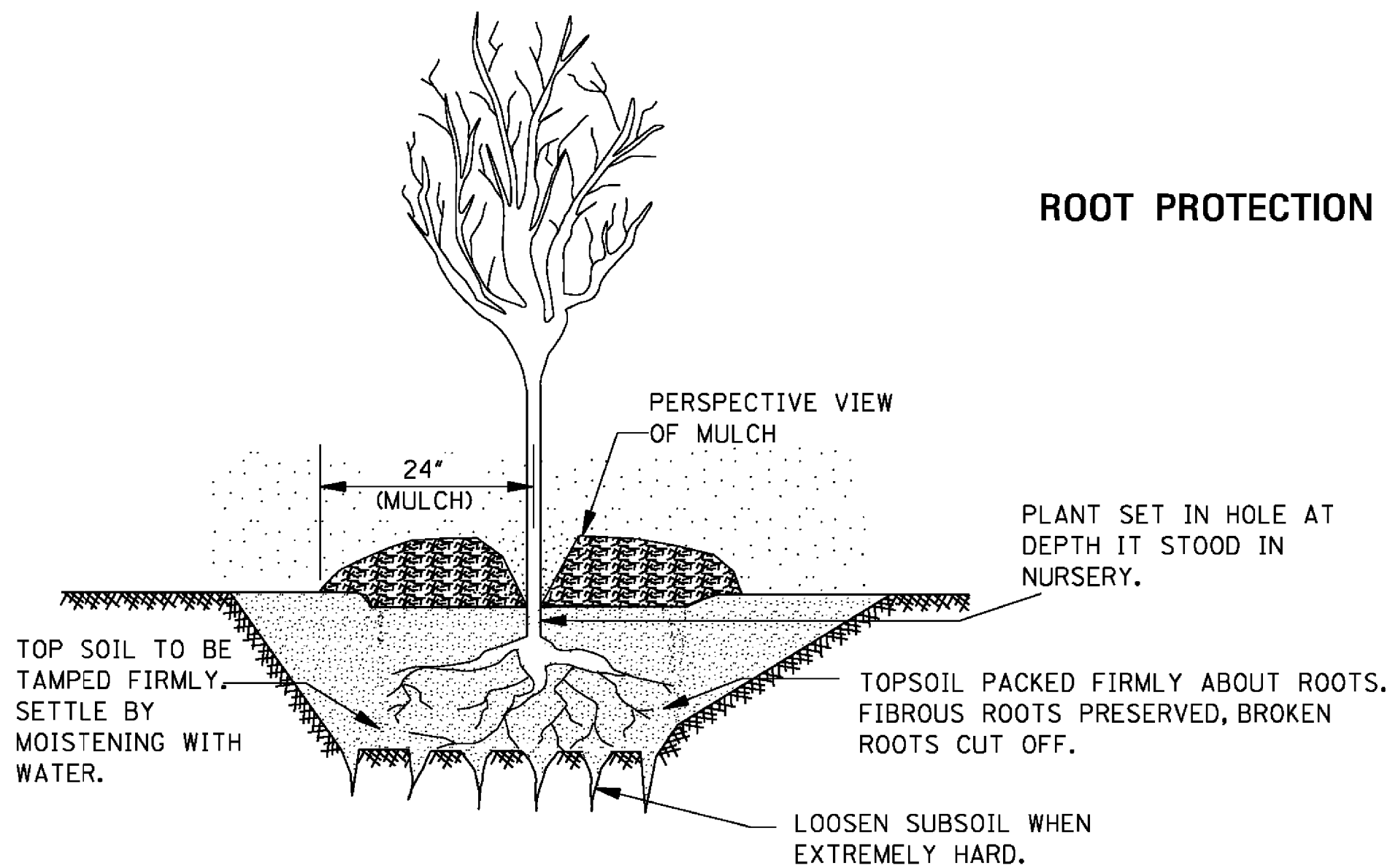
BARE ROOT PLANTS

NOTE: METHOD OF "HEELING IN" BEFORE PLANTING CONSISTS OF PLACING THE PLANTS IN A TRENCH AND COVERING THE ROOTS WITH DIRT. THIS MAY BE DONE ON TRUCK FOR EASE OF MOVEMENT. SAW DUST OR OTHER APPROVED MATERIAL MAY BE USED. ROOTS MUST BE KEPT MOIST AT ALL TIMES.

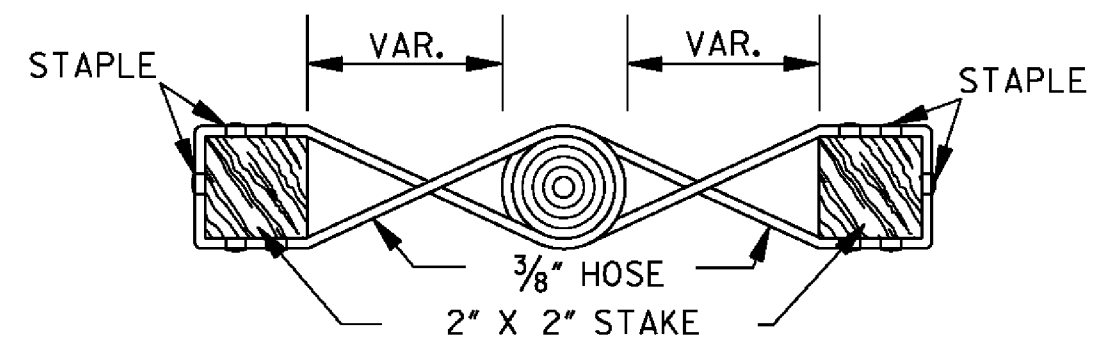


ELEVATION

ROOT PROTECTION ("HEELING-IN") DURING STORAGE



PLAN

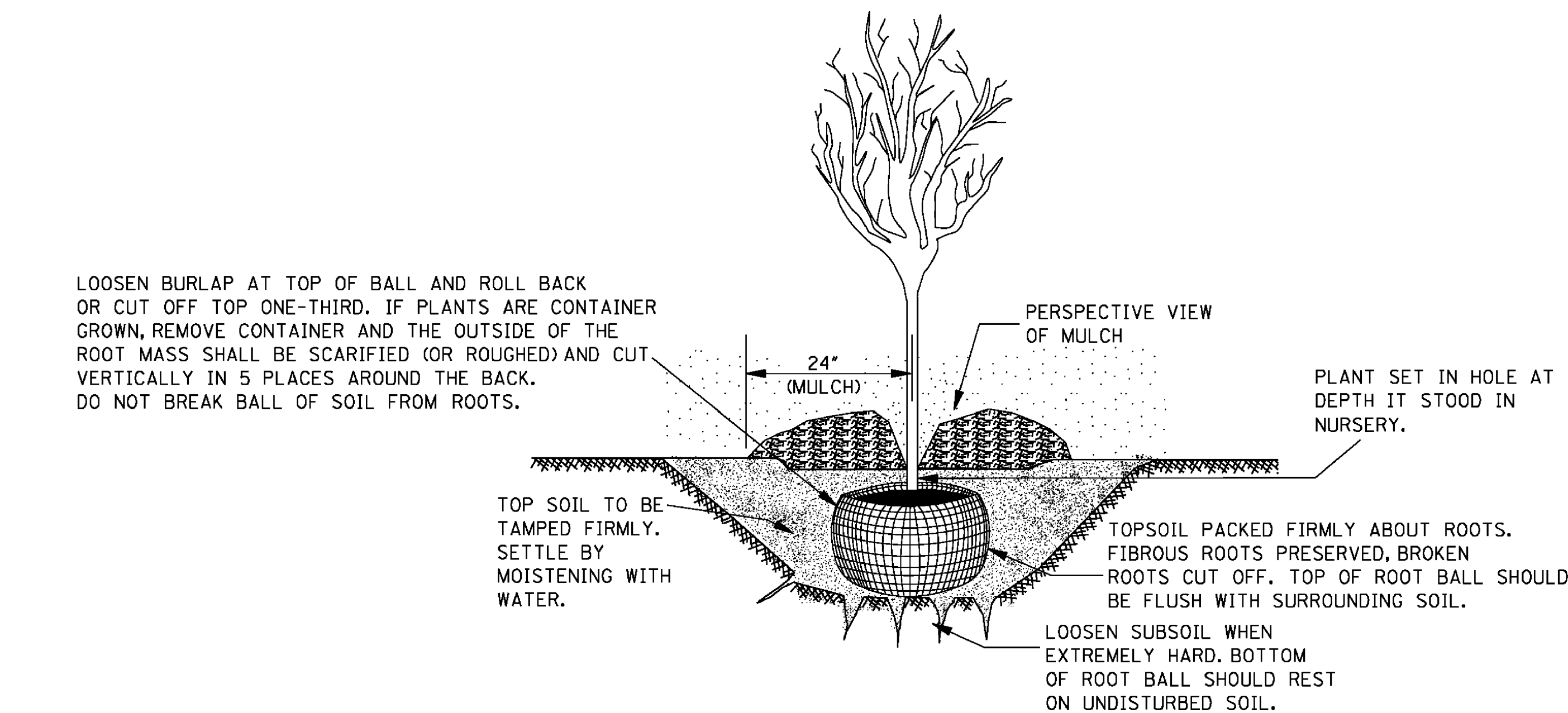


PLAN

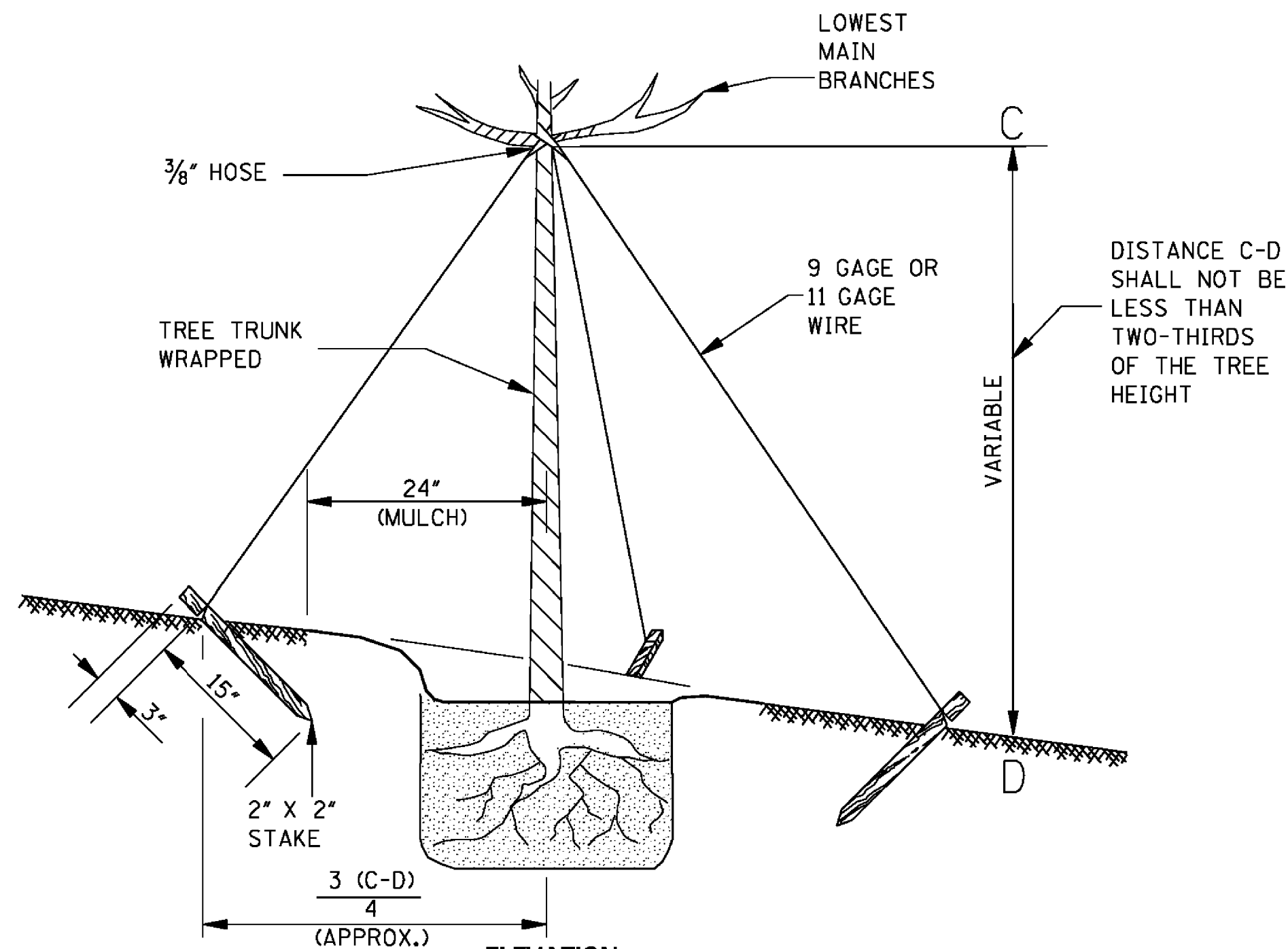
DOUBLE VERTICAL STAKING METHOD

NOTE: ALL TREES SHALL BE STAKED OR GUYED. THE TRUNK OF ALL SMOOTH BARKED TREES SHALL BE WRAPPED. LARGE SHRUBS TO BE STAKED AND WRAPPED WHEN SPECIFIED ON PLANS.

TREE AND SHRUB PLANTING (BARE ROOT)



TREE AND SHRUB PLANTING (B & B OR CONTAINER GROWN)



ELEVATION
GUYING TRIPOD METHOD

GENERAL NOTES:

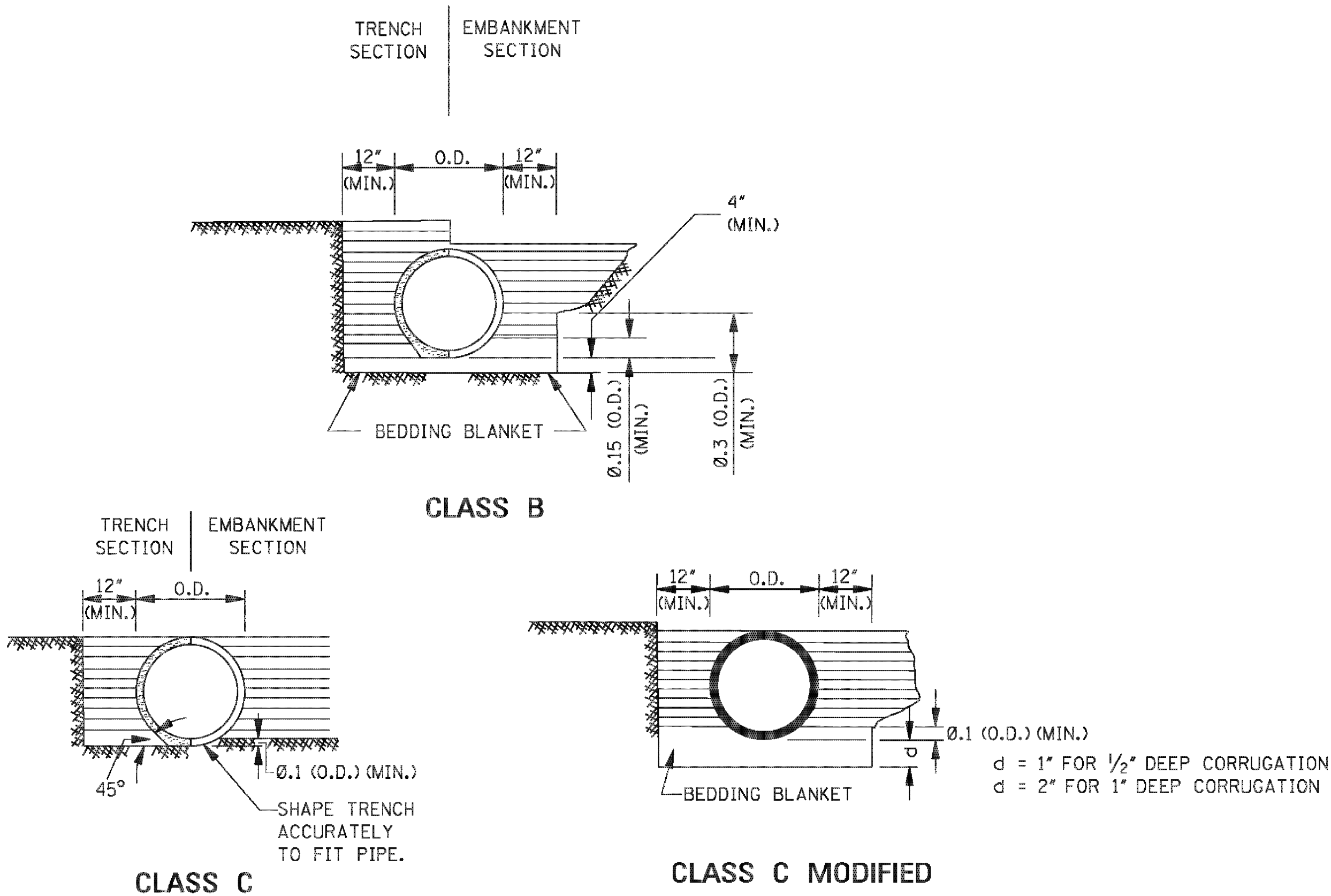
1. THE TYPE(S), RATE(S) OF APPLICATION AND PLACEMENT OF FERTILIZER AND MULCH SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE PLANS AND SPECIFICATIONS.
2. TENSION IN GUY WIRES WILL BE SUCH AS TO ALLOW SOME SWAYING MOTION IN TREE.

					BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
					REVISION	
						TYPICAL PLANTING DETAILS FOR TREES & SHRUBS
					DATE	 WORKING NUMBER PD-1 SHEET NUMBER 6428
					ISSUE DATE: AUGUST 01, 2017	

STATE	PROJECT NO.
MISS.	

CORRUGATED STEEL AND ALUMINUM PIPE (ROUND)						
PIPE DIAMETER (in)	MINIMUM COVER FROM TOP OF PIPE TO TOP OF SUBGRADE (in)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft)				
		SHEET THICKNESS (in)				
		0.064 STEEL 0.060 ALUM. 16 GAGE	0.079 STEEL 0.075 ALUM. 14 GAGE	0.109 STEEL 0.105 ALUM. 12 GAGE	0.138 STEEL 0.135 ALUM. 10 GAGE	0.168 STEEL 0.164 ALUM. 8 GAGE
		2 3/8" X 1/2" CORRUGATED STEEL / 3" X 1" OR 5" X 1" CORRUGATED STEEL / 2 3/8" X 1/2" CORRUGATED ALUMINUM HELICAL				
12"	12"	207' / - / 125'	259' / - / 157'	- / - / -	- / - / -	- / - / -
15"	12"	165' / - / 100'	207' / - / 125'	- / - / -	- / - / -	- / - / -
18"	12"	138' / - / 83'	172' / - / 104'	242' / - / -	- / - / -	- / - / -
24"	12"	103' / - / 62'	129' / - / 78'	181' / - / 109'	- / - / -	- / - / -
30"	12"	82' / - / -	103' / - / 69'	145' / - / 97'	- / - / -	- / - / -
36"	12"	68' / - / -	86' / - / 62'	120' / - / 87'	155' / - / 94'	- / - / -
42"	12"	58' / - / -	73' / - / 51'	103' / - / 73'	133' / - / 80'	163' / - / -
48"	12"	51' / - / -	64' / - / -	90' / - / 62'	116' / - / 70'	142' / - / 85'
54"	12"	- / 46' / -	57' / 58' / -	80' / 82' / 54'	103' / 106' / 62'	126' / 129' / 76'
60"	12"	- / 42' / -	- / 52' / -	72' / 74' / 48'	93' / 95' / 52'	114' / 116' / 64'
66"	12"	- / 38' / -	- / 47' / -	- / 66' / -	84' / 86' / -	103' / 106' / 52'
72"	12"	- / 35' / -	- / 43' / -	- / 61' / -	77' / 79' / -	94' / 97' / 43'
78"	12"	- / 32' / -	- / 40' / -	- / 56' / -	- / 73' / -	84' / 89' / -
84"	12"	- / 29' / -	- / 37' / -	- / 52' / -	- / 68' / -	72' / 83' / -
90"	12"	- / 27' / -	- / 34' / -	- / 49' / -	- / 63' / -	- / 77' / -
96"	12"	- / - / -	- / 32' / -	- / 46' / -	- / 59' / -	- / 72' / -
102"	24"	- / - / -	- / 30' / -	- / 43' / -	- / 55' / -	- / 68' / -
108"	24"	- / - / -	- / - / -	- / 40' / -	- / 52' / -	- / 64' / -
114"	24"	- / - / -	- / - / -	- / 38' / -	- / 50' / -	- / 61' / -
120"	24"	- / - / -	- / - / -	- / 36' / -	- / 47' / -	- / 58' / -

NOTE: THE AVERAGE INSIDE DIAMETER SHALL NOT VARY MORE THAN ONE (1) PERCENT OR 1/2", WHICHEVER IS GREATER, FROM THE NOMINAL DIAMETER WHEN MEASURED ON THE INSIDE CREST OF THE CORRUGATIONS (AASHTO M 36/M 36 & AASHTO M 196/M 196).



MAXIMUM HEIGHT OF FILL OVER REINFORCED CONCRETE PIPE		
CLASS OF PIPE	MAXIMUM COVER (ft)	
	CLASS "C" BEDDING	CLASS "B" BEDDING
III	12'	19'
IV	18'	30'
V	28'	48'
SPECIAL DESIGN	>28'	>48'

NOTE: CLASS OF PIPE AND BEDDING TO BE CONSISTENT THROUGHOUT THE PIPE LENGTH.

CORRUGATED METAL PIPE ARCHES						
EQUIV. DIAMETER (in)	PIPE DIMENSION (SPAN X RISE) (in)	MINIMUM COVER	STEEL		ALUMINUM	
			MINIMUM THICKNESS REQUIRED (in)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft) FOR THE FOLLOWING CORNER BEARING PRESSURE (tons/ft ²)	MINIMUM THICKNESS REQUIRED (in)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft) FOR THE FOLLOWING CORNER BEARING PRESSURE (tons/ft ²)
				† 4 tons/ft ²		† 4 tons/ft ²
			2 3/8" X 1/2" CORRUGATION HELICAL		2 3/8" X 1/2" CORRUGATION RIVETED OR HELICAL	
15"	17" X 13"	12"	0.064"	13'	0.060"	13'
18"	21" X 15"	12"	0.064"	12'	0.060"	12'
24"	28" X 20"	12"	0.064"	12'	0.075"	12'
30"	35" X 24"	12"	0.064"	12'	0.075"	12'
36"	42" X 29"	12"	0.064"	12'	0.105"	12'
42"	49" X 33"	12"	0.079"	12'	0.105"	12'
48"	57" X 38"	12"	0.109"	12'	0.135"	12'
54"	64" X 43"	12"	0.109"	12'	0.135"	12'
60"	71" X 47"	12"	0.138"	12'	0.164"	12'
66"	77" X 52"	12"	0.168"	12'		
72"	83" X 57"	12"	0.168"	12'		
			3" X 1" CORRUGATION HELICAL / 5" X 1" CORRUGATION HELICAL			
48"	53" X 41"	12" / -	0.079"	12' / -		
54"	60" X 46"	15" / -	0.079"	20' / -		
60"	66" X 51"	15" / -	0.079"	20' / -		
66"	73" X 55"	18" / -	0.079"	20' / -		
72"	81" X 59"	18" / 18'	0.079" / 0.109"	17' / 17'		
78"	87" X 63"	18" / 18'	0.079" / 0.109"	16' / 16'		
84"	95" X 67"	18" / 18'	0.079" / 0.109"	16' / 16'		
90"	103" X 71"	18" / 18'	0.109" / 0.109"	16' / 16'		
96"	112" X 75"	21" / 21"	0.109" / 0.109"	16' / 16'		
102"	117" X 79"	21" / 21"	0.109" / 0.109"	16' / 16'		
108"	128" X 83"	24" / 24"	0.138" / 0.138"	16' / 16'		
114"	137" X 87"	24" / 24"	0.138" / 0.138"	16' / 16'		
120"	142" X 91"	27" / 27"	0.168" / 0.168"	16' / 16'		

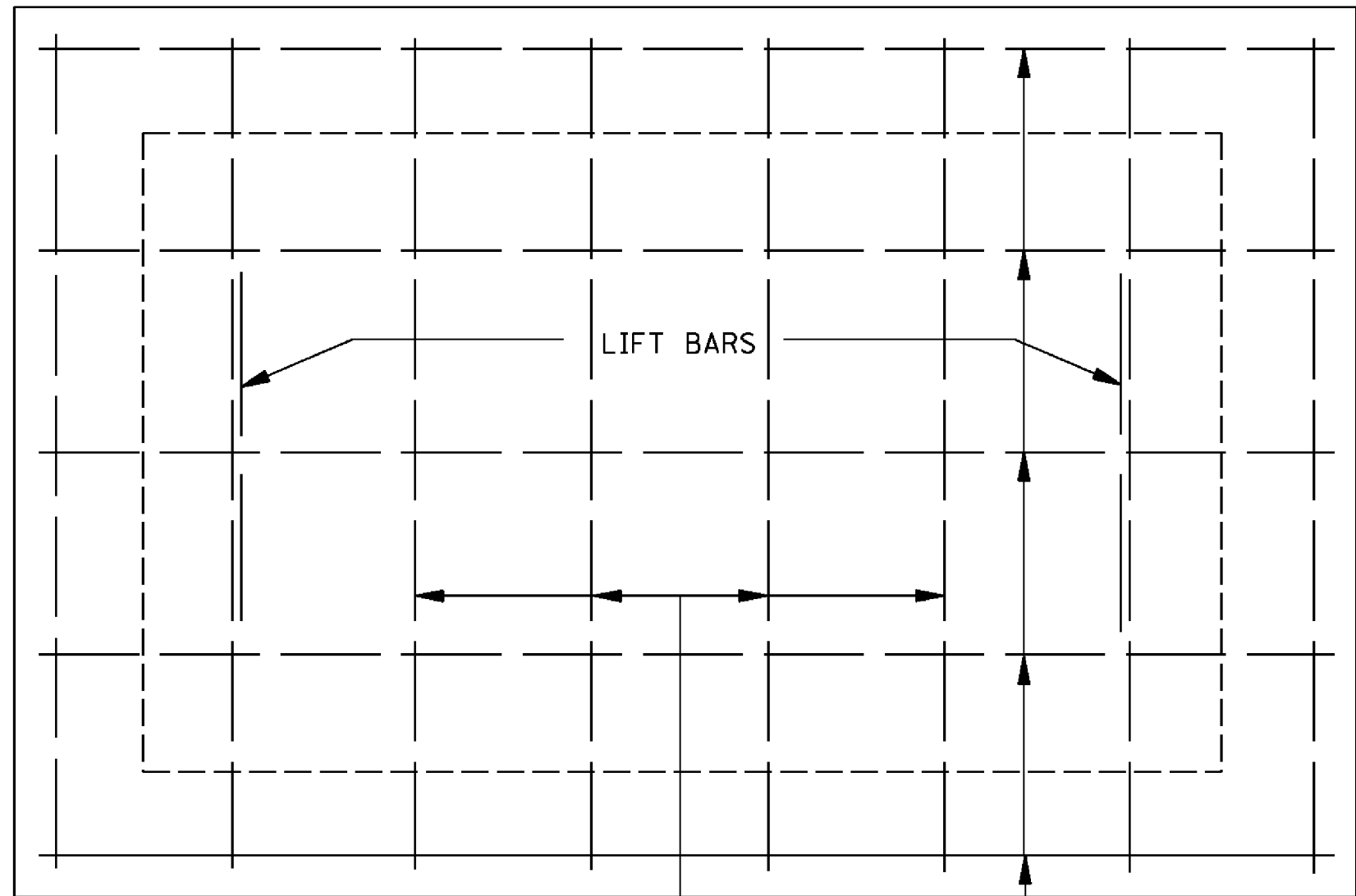
NOTES:
1. THE AVERAGE INSIDE DIAMETER SHALL NOT VARY MORE THAN ONE (1) PERCENT OR 1/2", WHICHEVER IS GREATER, FROM THE NOMINAL DIAMETER WHEN MEASURED ON THE INSIDE CREST OF THE CORRUGATIONS. (AASHTO M 36/M 36 & AASHTO M 196/M 196).

† 2. BEARING PRESSURES FOR GIVEN FILL HEIGHT SHALL HAVE FOUNDATION MATERIALS INVESTIGATED TO DETERMINE BEARING CAPACITY.

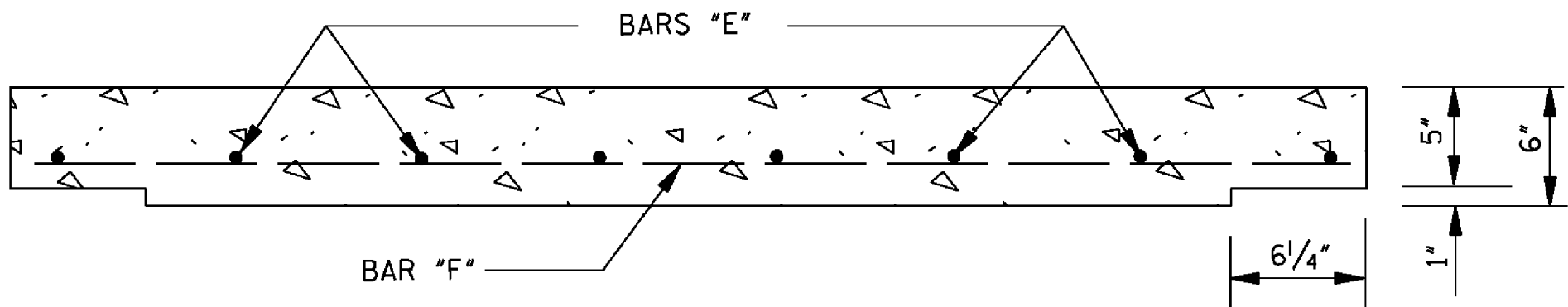
- GENERAL NOTES:
1. MINIMUM SPACING BETWEEN MULTIPLE LINES OF PARALLEL PIPE SHALL BE THE DISTANCE REQUIRED FOR INSTALLING THE ADJACENT FLARED END SECTIONS OR AS SHOWN ON THE HEADWALL DRAWINGS FOR CONDUITS REQUIRING HEADWALLS.
 2. UNLESS OTHERWISE INDICATED, THE TOP OF THE PIPE SHALL BE BELOW THE TOP OF THE SUBGRADE, AND A MINIMUM OF 12" OF COVER OVER THE TOP OF THE PIPE SHALL BE MAINTAINED BETWEEN THE SHOULDER LINES.
 3. WHERE PRE-BED PIPE IS INSTALLED, FLARED END SECTIONS FROM OTHER MANUFACTURERS MAY BE JOINED TO PRE-BED PIPE PROVIDED A CONCRETE COLLAR IS PLACED AT THE CONTRACTOR'S EXPENSE AND A DEFORMATION TO THE PIPE'S FLOWLINE IS NOT EVIDENT ON FINAL PLACEMENT.
 4. THE BACKFILL SHALL BE EITHER CLASS "B", CLASS "C", OR CLASS "C" MODIFIED. A MINIMUM COMPACTION LEVEL OF 95% STANDARD PROCTOR DENSITY PER AASHTO T99 SHALL BE ACHIEVED BY USE OF VIBRATORY PLATE. HYDROHAMMER TYPE COMPACTORS SHALL NOT BE USED OVER THE PIPE. ALL COMPACTION EQUIPMENT USED SHALL BE APPROVED BY THE ENGINEER.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
				REVISION	PIPE CULVERT INSTALLATION	
				DATE	ISSUE DATE: AUGUST 01, 2017	
					WORKING NUMBER PI-1	
					SHEET NUMBER 6501	

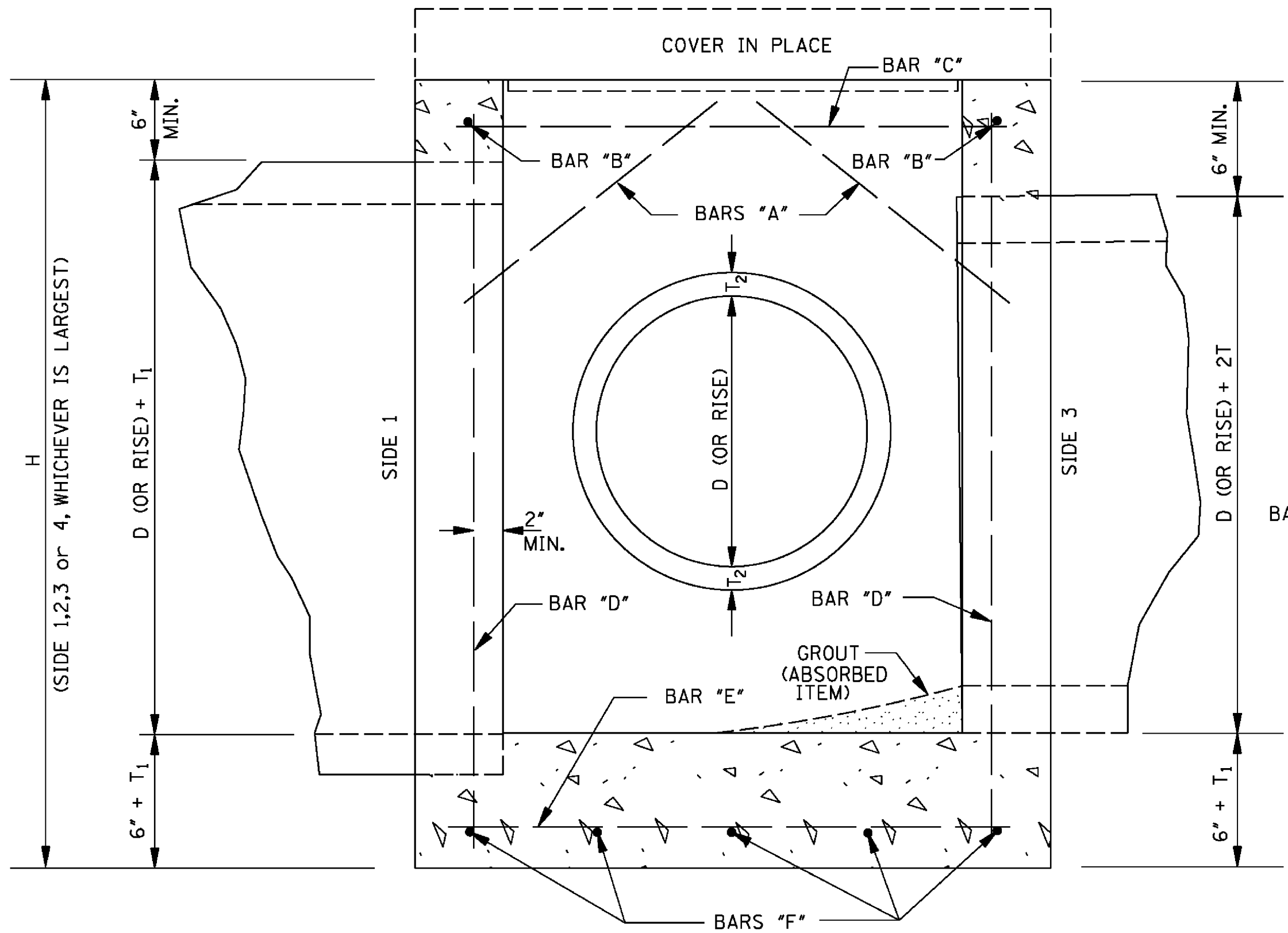
STATE	PROJECT NO.
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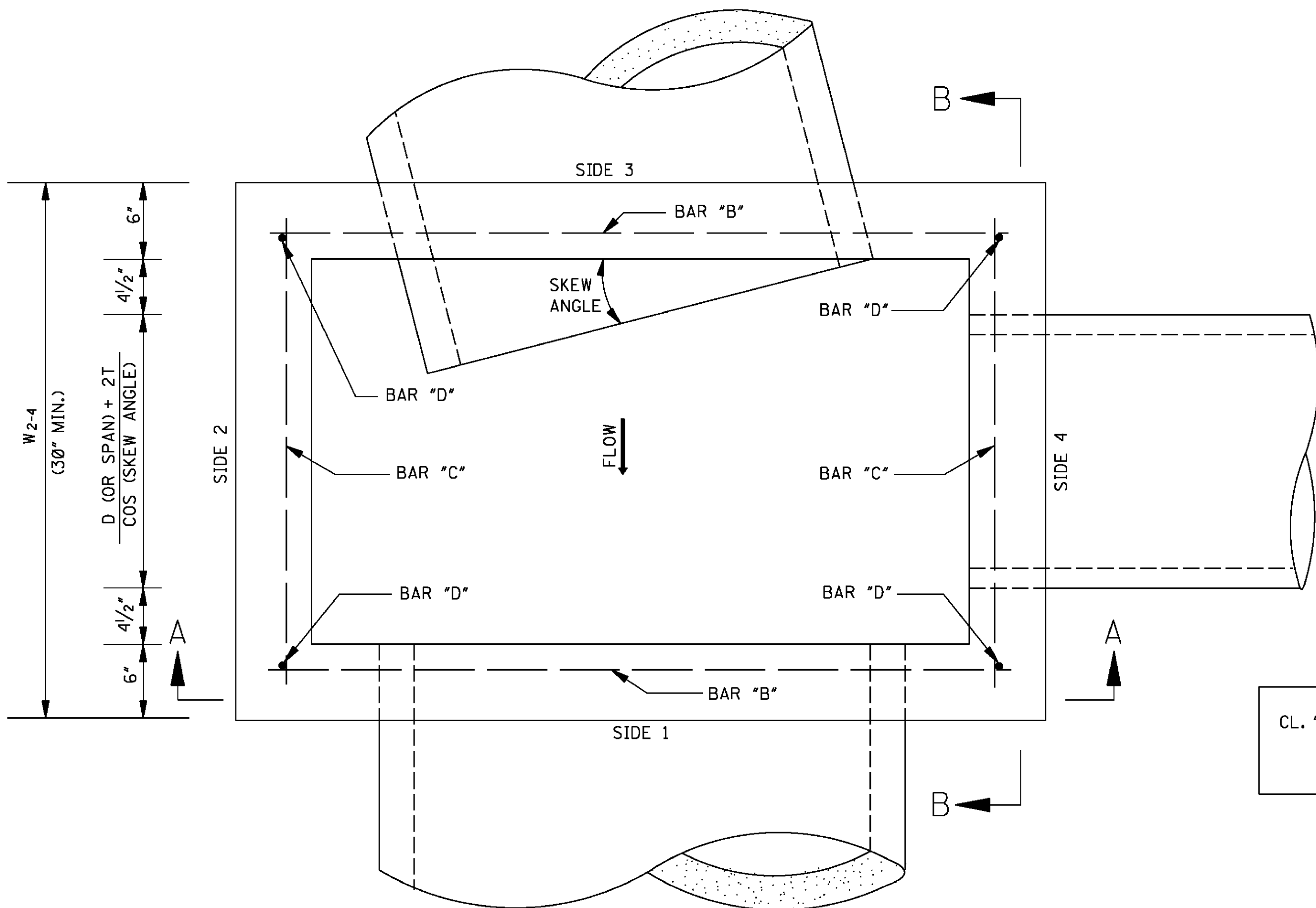
PLAN OF COVER



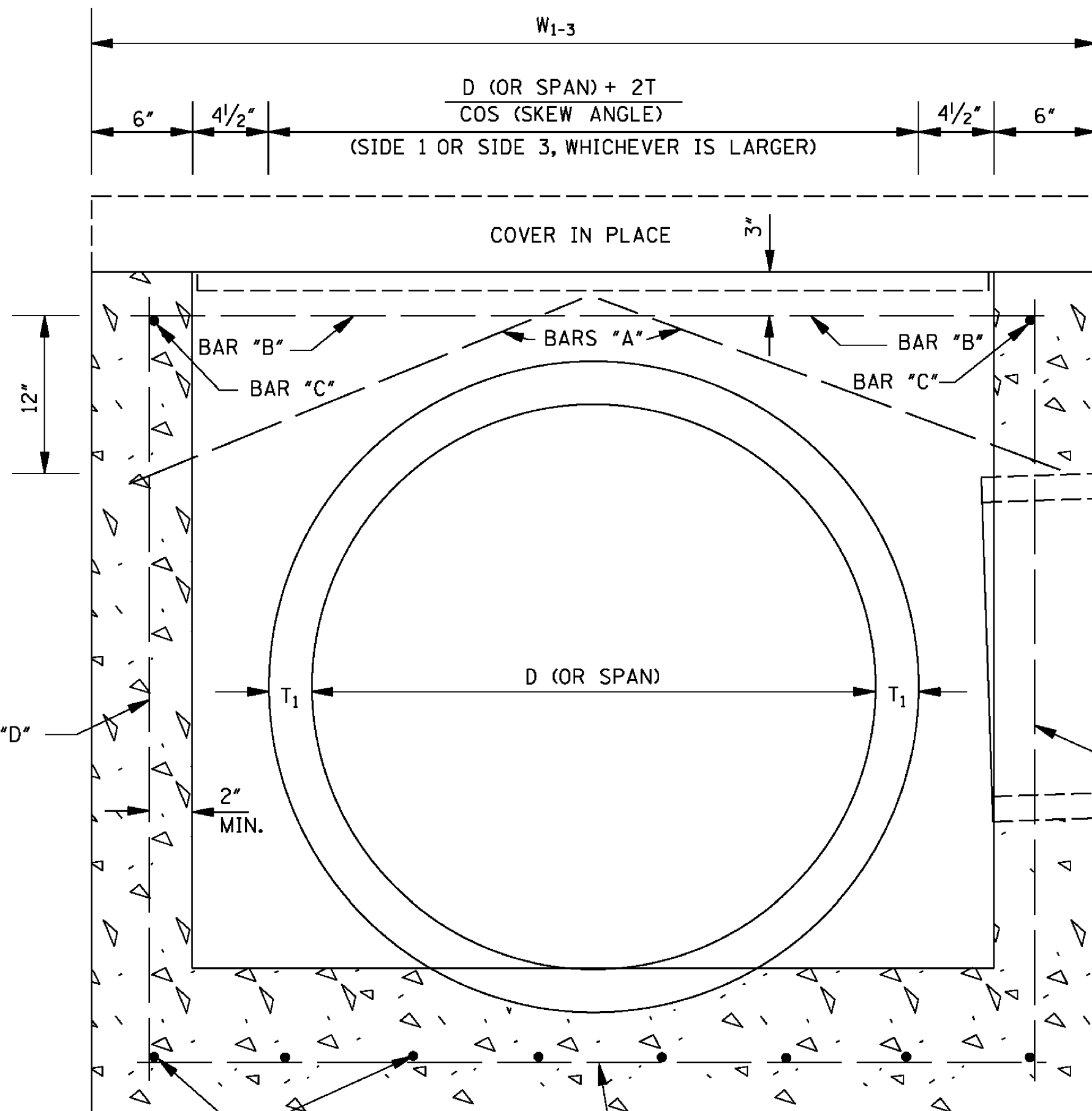
ELEVATION OF COVER



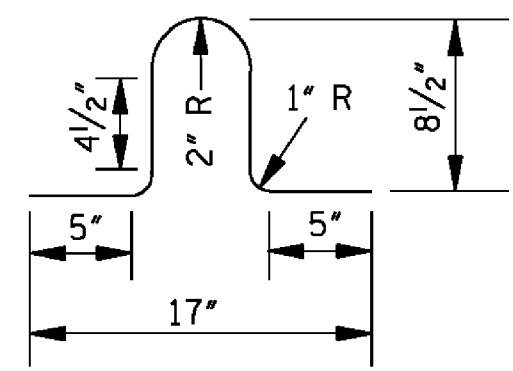
SECTION B-B



PLAN



SECTION A-A



LIFT BAR

NOTE: LIFT BAR TO BE FABRICATED FROM A #4 BAR 30" LONG. TWO LIFT BARS ARE REQUIRED. REINFORCING STEEL FOR 2 LIFT BARS = 3.3 lbs.

REINFORCING BAR LIST

BAR	SIZE	NUMBER REQUIRED	LENGTH
A	#4	2 PER PIPE OPENING	$\sqrt{196 + \left(\frac{W^*}{2} + 2\right)^2}$
B	#4	2	$W_{1-3} - 6"$
C	#4	2	$W_{2-4} - 6"$
D	#4	4	$H - 6"$
E	#4	$2 \left[\left(\frac{W_{1-3}}{9"} \right)^* + 1 \right]$	$W_{2-4} - 4"$
F	#4	$2 \left[\left(\frac{W_{2-4}}{9"} \right)^* + 1 \right]$	$W_{1-3} - 4"$

NOTE: VARIABLES AND DESIGNATIONS ARE AS FOLLOWS:

D (OR SPAN) = PIPE DIAMETER (OR SPAN)
W₁₋₃ = WIDTH OF SIDE 1 & SIDE 3
W₂₋₄ = WIDTH OF SIDE 2 & SIDE 4
W* = W₁₋₃ OR W₂₋₄ (SIDE OF ENTERING PIPE)
** = ROUND TO NEAREST WHOLE NUMBER

CL. "B" CONC. (yd³) = [(Q1 + Q2) / 46,656] - Σ PIPE OPENING DEDUCTIONS
WHERE: Q1 = [5"W₁₋₃W₂₋₄] + [1"(W₁₋₃ - 12.5"W₂₋₄ - 12.5") + [(T₁ + 6")W₁₋₃W₂₋₄]
Q2 = 12"[H - (T₁ + 6")][(W₁₋₃ - 12") + W₂₋₄]

COMMON PIPE SIZE

CIRCULAR PIPE			ARCH PIPE		
PIPE SIZE	T	PIPE OPENING DEDUCTION (yd ³)	PIPE SIZE	T	PIPE OPENING DEDUCTION (yd ³)
18"	2 1/2"	0.053	22" x 13"	2 1/2"	0.053
24"	3"	0.091	29" x 18"	3"	0.087
30"	3 1/2"	0.138	36" x 23"	3 1/2"	0.129
36"	4"	0.196	44" x 27"	4"	0.185
42"	4 1/2"	0.263	51" x 31"	4 1/2"	0.245
48"	5"	0.340	58" x 36"	5"	0.318
54"	5 1/2"	0.427	65" x 40"	5 1/2"	0.394
60"	6"	0.524	73" x 45"	6"	0.489
66"	6 1/2"	0.630			
72"	7"	0.747			

GENERAL NOTES:

- REINFORCING STEEL QUANTITIES TO BE COMPUTED FROM BAR LIST AND SHOWN ELSEWHERE ON THE PLANS.
- QUANTITIES FOR JUNCTION BOXES SHOWN ON THE PLANS WILL BE THE BASIS FOR PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE.
- CONCRETE SHALL BE CLASS "B" AND REINFORCING STEEL SHALL BE DEFORMED BARS.
- SIDE 1 OF THE JUNCTION BOX WILL ALWAYS BE THE OUTFLOW SIDE.
- IF PIPES ARE SKEWED MORE THAN 15° OR IF SKEWED PIPES PRODUCE CONFLICTS WITH ANOTHER OPENING, THE PIPE SHALL BE BROKEN BACK TO THE WALL OF THE JUNCTION BOX.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

**JUNCTION BOX
FOR PIPE CULVERTS**



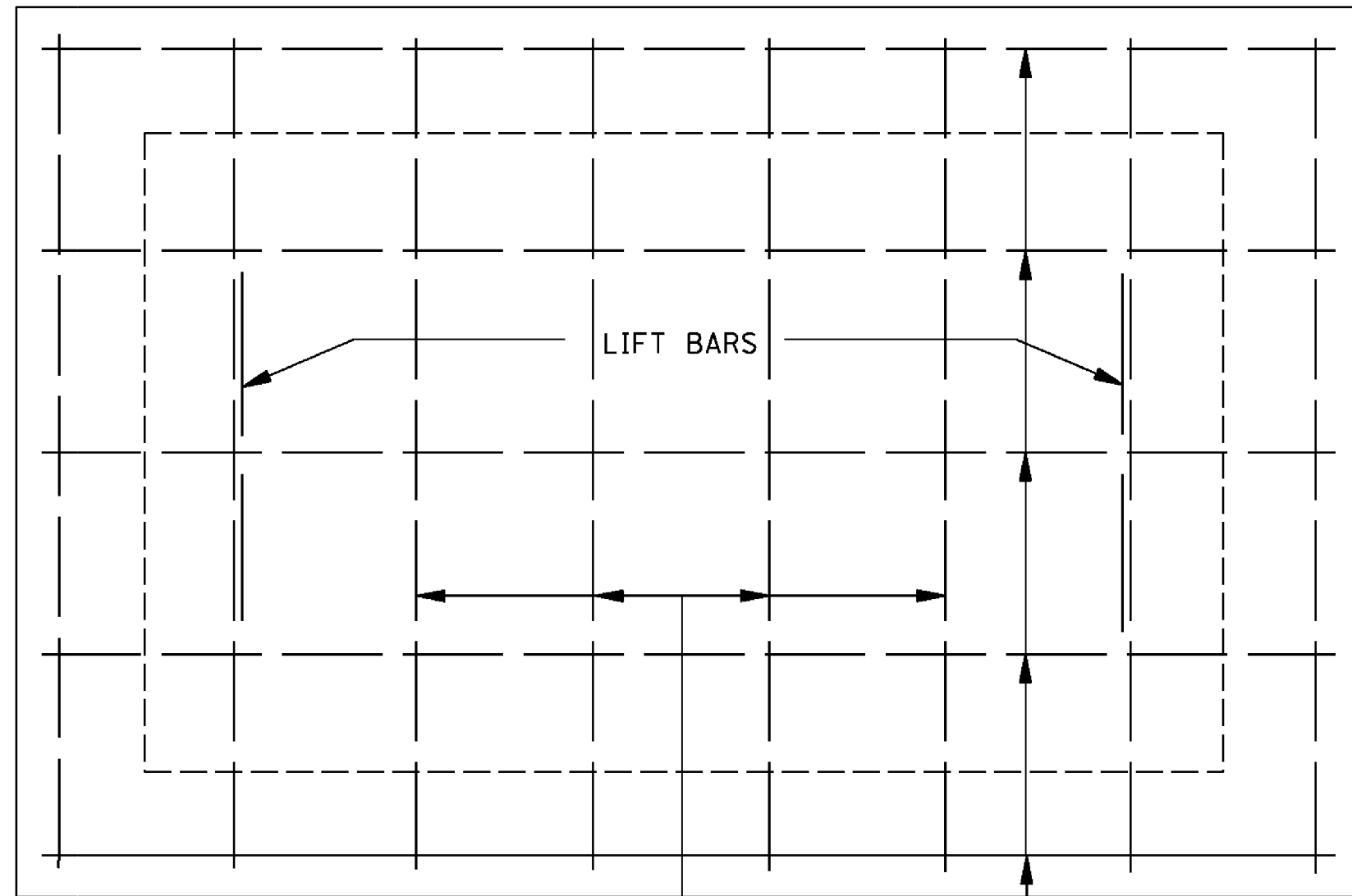
WORKING NUMBER

JB-1

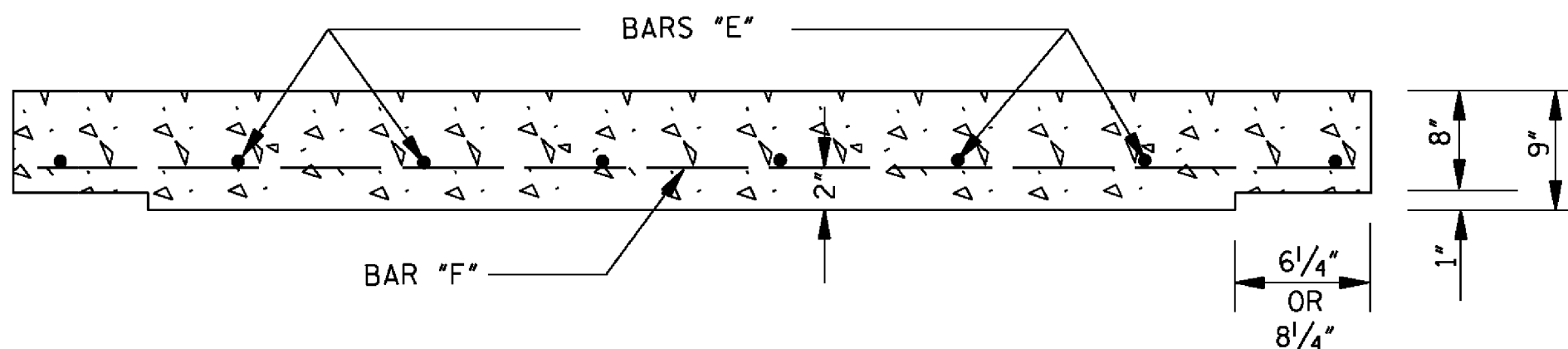
SHEET NUMBER

6504

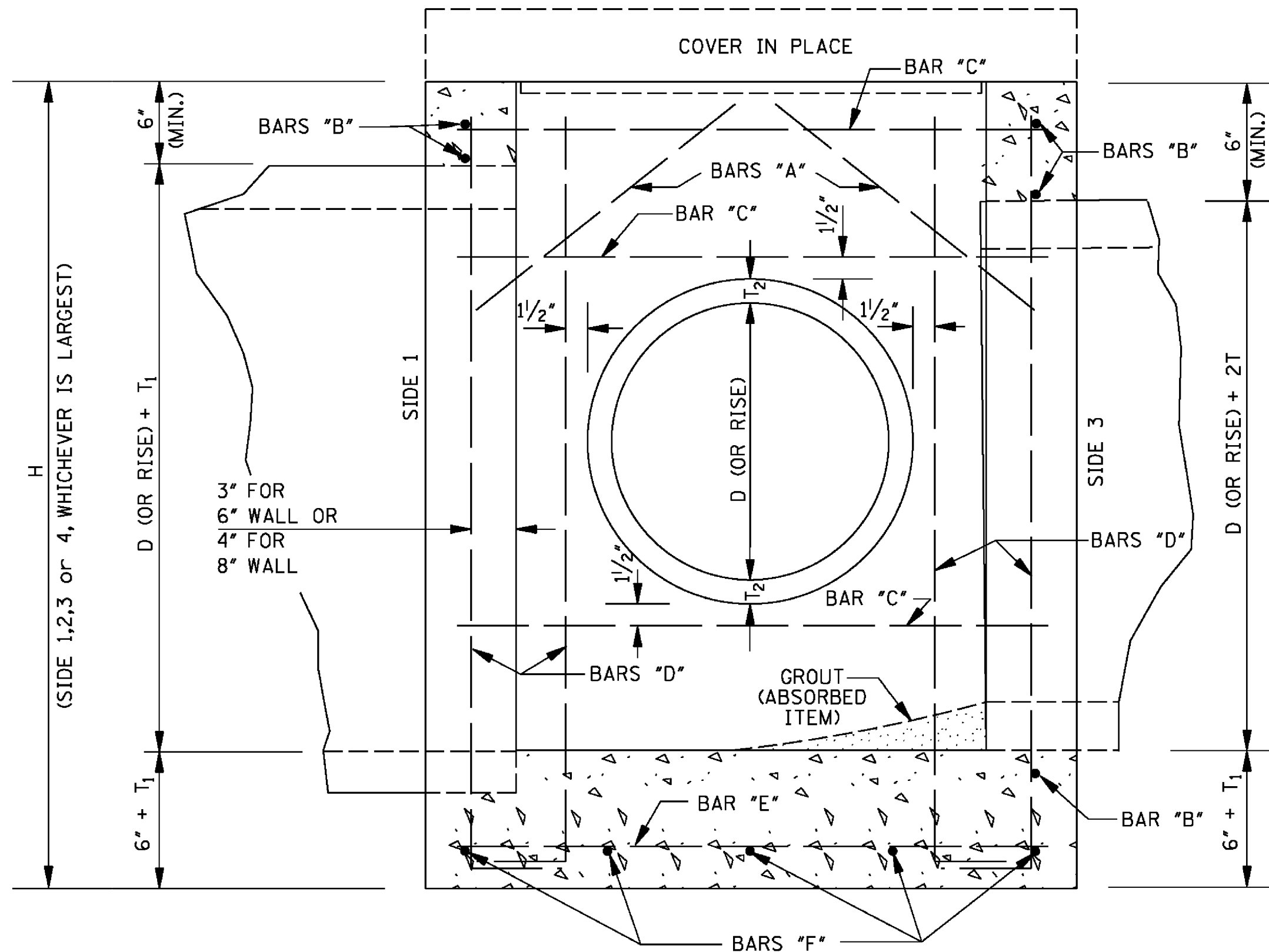
ISSUE DATE: AUGUST 01, 2017



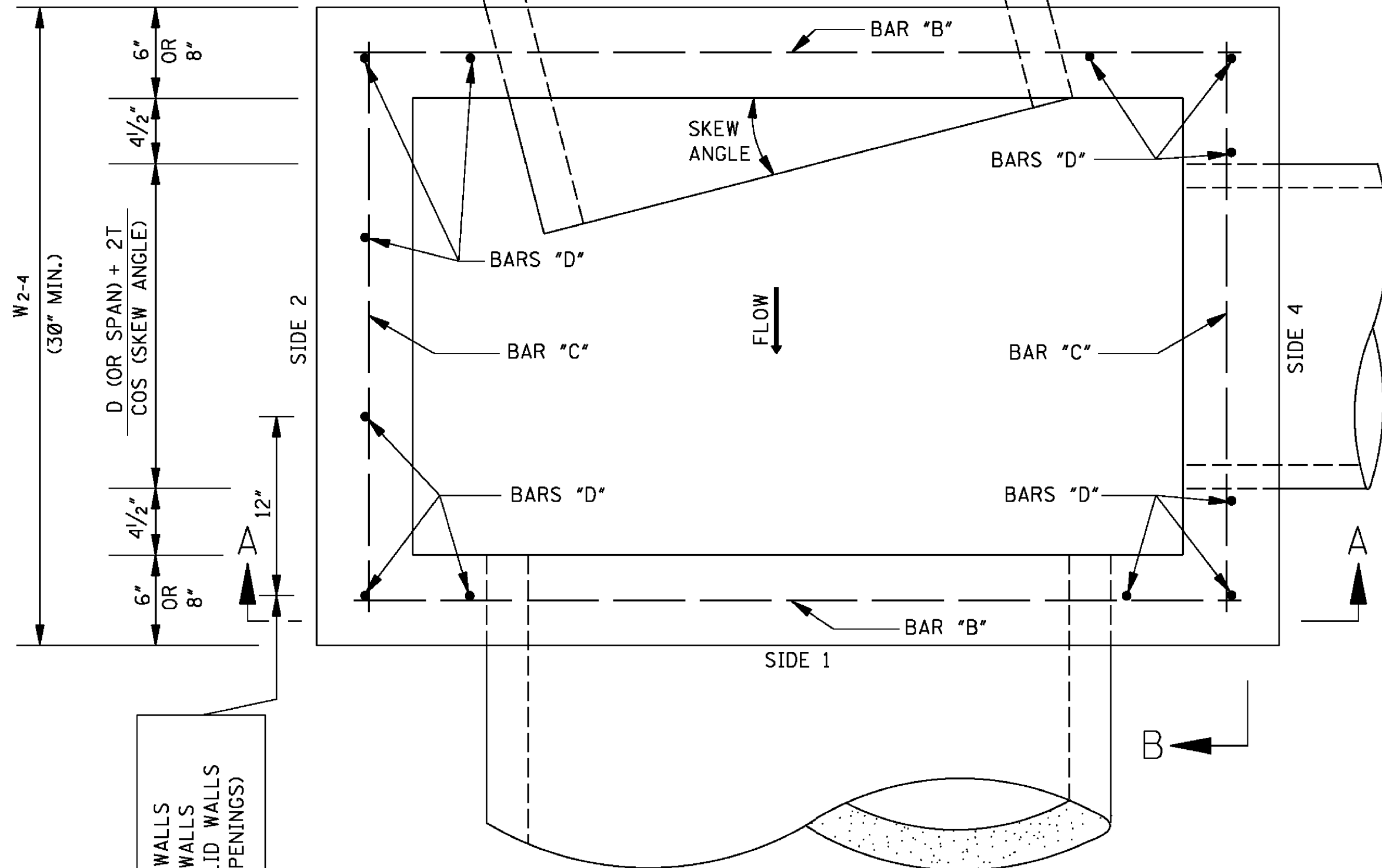
PLAN OF COVER



ELEVATION OF COVER

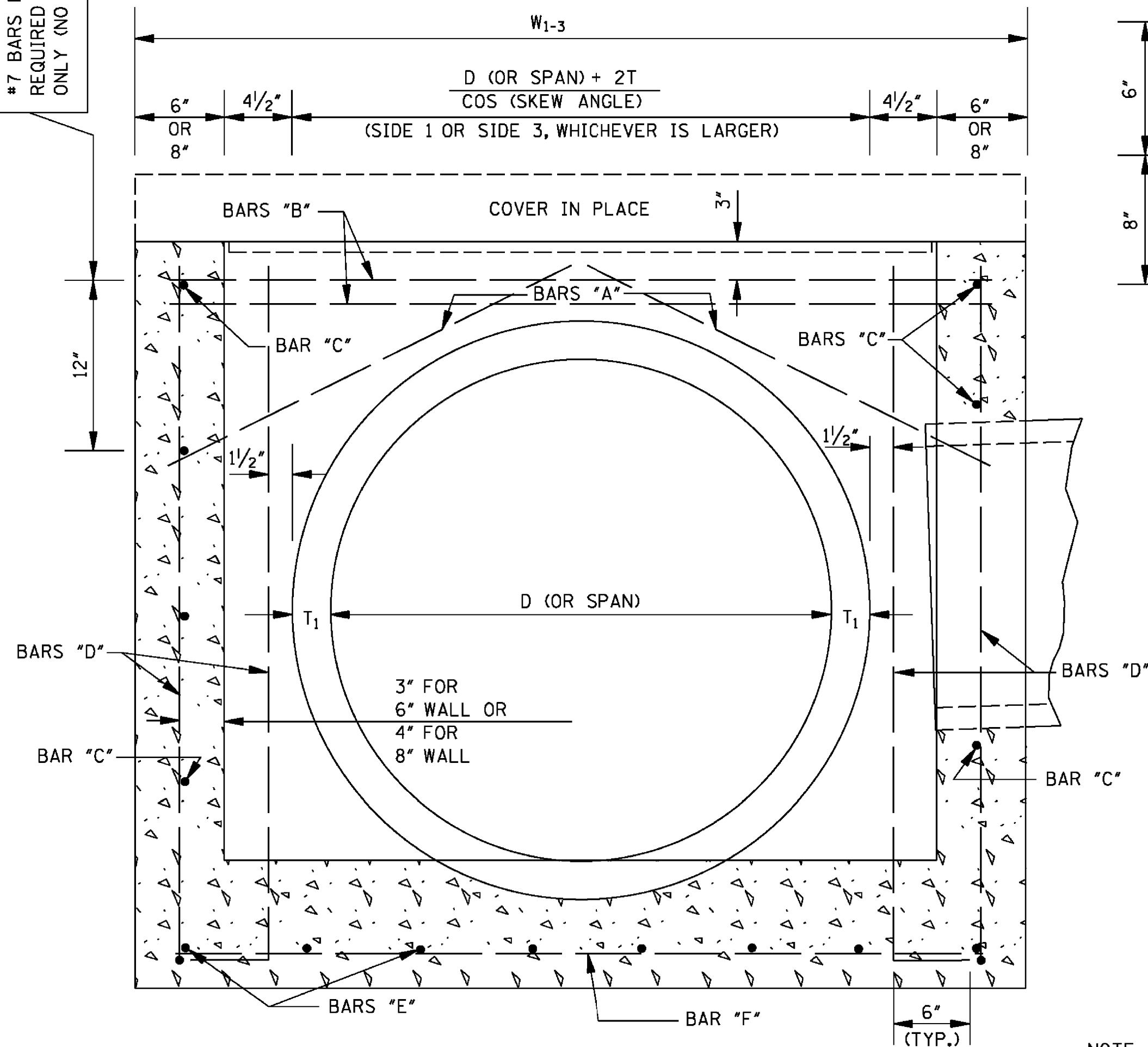


SECTION B-B



PLAN

#6 BARS FOR 6" WALLS
#7 BARS FOR 8" WALLS
REQUIRED ON SOLID WALLS
ONLY (NO PIPE OPENINGS)



SECTION A-A

REINFORCING BAR LIST			
BAR	SIZE	NUMBER REQUIRED	LENGTH
"A"	#4	2 PER PIPE OPENING	$\sqrt{196 + \left(\frac{W}{2} + 2\right)^2}$
"B"	#6 FOR 6" WALL	2 + [2 PER OPENING SIDE 3] + [1 PER SIDE 1] + [12" O.C. FOR SOLID WALL]	$W_{1-3} - 4"$
"C"	#7 FOR 8" WALL	2 + [2 PER OPENING] + [12" O.C. FOR SOLID WALL]	$W_{2-4} - 4"$
"D"		4 + [2 PER OPENING] + [12" O.C. FOR SOLID WALL]	H
"E"	#6	$2 \left[\left(\frac{W_{1-3}}{6} \right)^{**} + 1 \right]$	$W_{2-4} - 4"$
"F"	#6	$2 \left[\left(\frac{W_{2-4}}{6} \right)^{**} + 1 \right]$	$W_{1-3} - 4"$

NOTE: VARIABLES AND DESIGNATIONS ARE AS FOLLOWS:

D (OR SPAN) = PIPE DIAMETER (OR SPAN)
W₁₋₃ = WIDTH OF SIDE 1 & SIDE 3
W₂₋₄ = WIDTH OF SIDE 2 & SIDE 4
W* = W₁₋₃ OR W₂₋₄ (SIDE OF ENTERING PIPE)
** = ROUND TO NEAREST WHOLE NUMBER

CL. "B" CONC. (yd³) = [(Q1 + Q2) / 46,656] - Σ PIPE OPENING DEDUCTIONS
WHERE: 6" WALL

Q1 = [8"W₁₋₃W₂₋₄] + [1"(W₁₋₃ - 12.5")(W₂₋₄ - 12.5")] + [(T₁ + 6")W₁₋₃W₂₋₄]
Q2 = 12"[H - (T₁ + 6")][(W₁₋₃ - 12") + W₂₋₄]

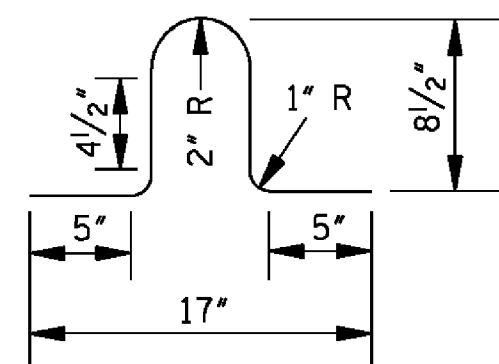
OR: 8" WALL
Q1 = [8"W₁₋₃W₂₋₄] + [1"(W₁₋₃ - 16.5")(W₂₋₄ - 16.5")] + [(T₁ + 6")W₁₋₃W₂₋₄]
Q2 = 16"[H - (T₁ + 6")][(W₁₋₃ - 16") + W₂₋₄]

COMMON PIPE SIZE			
CIRCULAR PIPE			
PIPE SIZE	T	PIPE OPENING DEDUCTION (yd ³)	
		6" WALL	18" WALL
18"	2 1/2"	0.053	0.071
24"	3"	0.091	0.121
30"	3 1/2"	0.138	0.184
36"	4"	0.196	0.261
42"	4 1/2"	0.263	0.350
48"	5"	-	0.453
54"	5 1/2"	-	0.569
60"	6"	-	0.699
66"	6 1/2"	-	0.840
72"	7"	-	0.996
ARCH PIPE			
PIPE SIZE	T	PIPE OPENING DEDUCTION (yd ³)	
		6" WALL	18" WALL
22" X 13"	2 1/2"	0.053	0.071
29" X 18"	3"	0.087	0.116
36" X 23"	3 1/2"	0.129	0.172
44" X 27"	4"	0.185	0.247
51" X 31"	4 1/2"	-	0.327
58" X 36"	5"	-	0.424
65" X 40"	5 1/2"	-	0.525
73" X 45"	6"	-	0.652

+ NOTE: IF ANY PIPE REQUIRING A 8" WALL IS USED, ALL WALLS SHALL BE 8" REGARDLESS OF PIPE SIZE.

GENERAL NOTES:

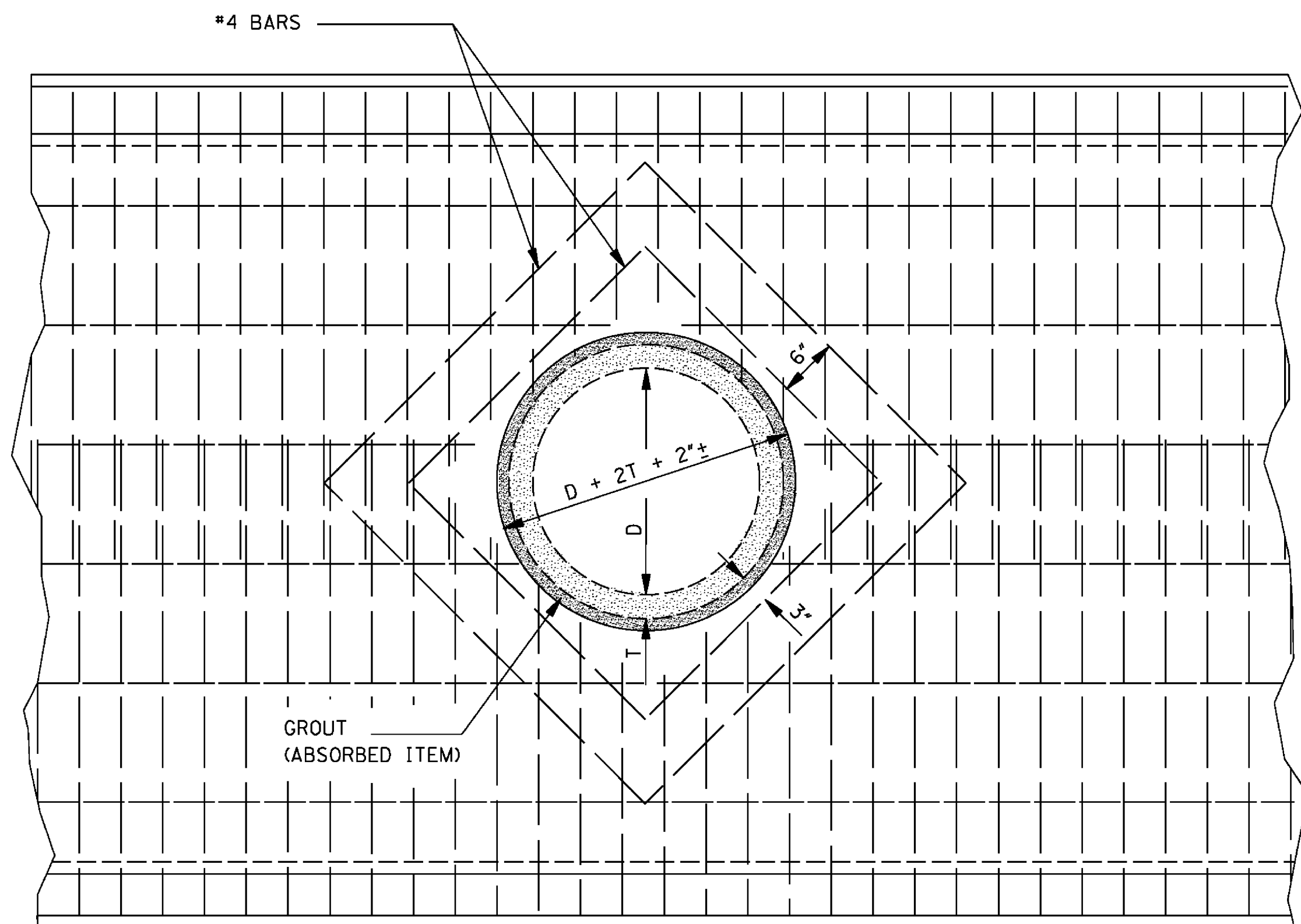
- REINFORCING STEEL QUANTITIES TO BE COMPUTED FROM BAR LIST AND SHOWN ELSEWHERE ON THE PLANS.
- QUANTITIES FOR JUNCTION BOXES SHOWN ON THE PLANS WILL BE THE BASIS FOR PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE.
- CONCRETE SHALL BE CLASS "B" AND REINFORCING STEEL SHALL BE DEFORMED BARS, ASTM A 615, GRADE 60 OR AASHTO M 31, GRADE 60.
- SIDE 1 OF THE JUNCTION BOX WILL ALWAYS BE THE OUTFLOW SIDE.
- IF PIPES ARE SKEWED MORE THAN 15° OR IF SKEWED PIPES PRODUCE CONFLICTS WITH ANOTHER OPENING, THE PIPE SHALL BE BROKEN BACK TO THE WALL OF THE JUNCTION BOX.



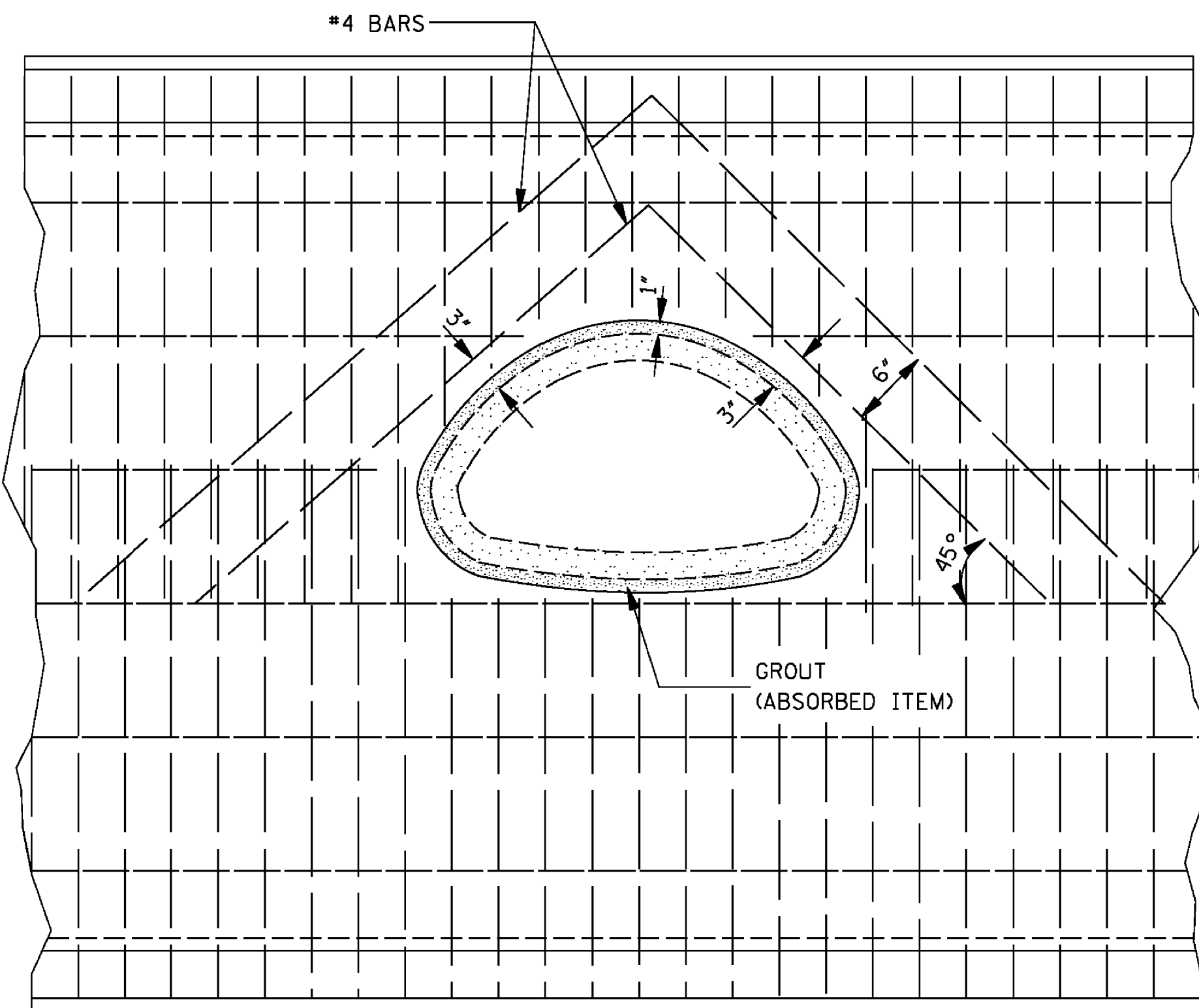
LIFT BAR

NOTE: LIFT BAR TO BE FABRICATED FROM A #4 BAR 30" LONG. TWO LIFT BARS ARE REQUIRED. REINFORCING STEEL FOR 2 LIFT BARS = 3.3 lbs.

BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION
REVISION	ROADWAY DESIGN DIVISION
DATE	STANDARD PLAN
	JUNCTION BOX TYPE 2
	FOR TRAFFIC LOAD
	(MAXIMUM "W" = 9'-3")
	WORKING NUMBER JB-2
	SHEET NUMBER 6506
	ISSUE DATE: AUGUST 01, 2017



ELEVATION SHOWING CIRCULAR PIPE
STUBBED INTO BOX CULVERT BARREL OR WING-WALL



ELEVATION SHOWING ARCH PIPE STUBBED
INTO BOX CULVERT BARREL OR WING-WALL

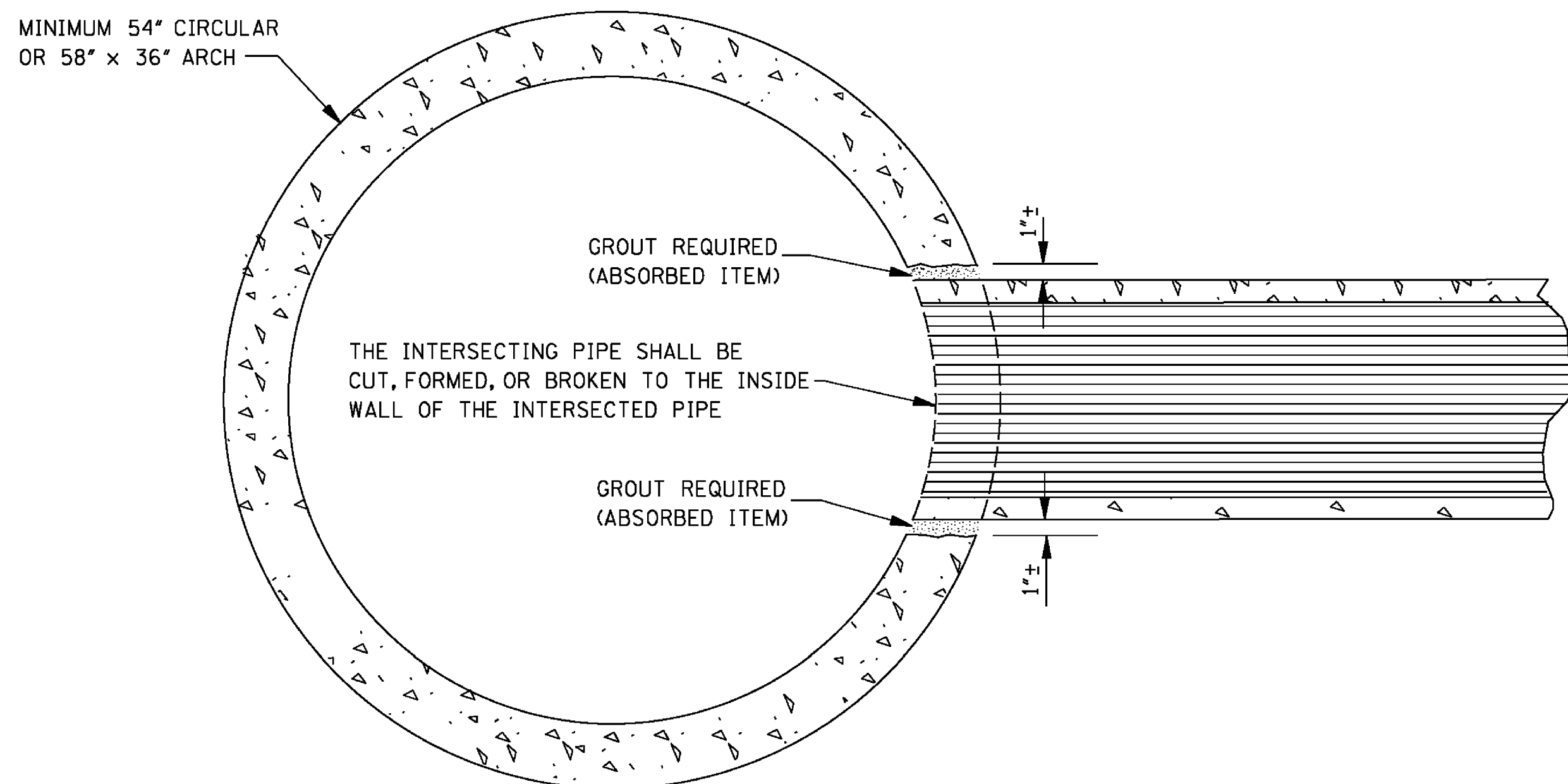
BAR LIST		
PIPE SIZE	#4 BARS NO.	LGTH.
18"	4	2'-6"
	4	3'-6"
24"	4	3'-1"
	4	4'-1"
30"	4	3'-8 1/2"
	4	4'-8 1/2"
22" X 13"	2	3'-10"
	2	4'-9"
	1	5'-4"
29" X 18"	2	4'-6"
	2	5'-5"
	1	6'-3"

NOTES:

1. A 24" DIAMETER PIPE IS THE MAXIMUM SIZE THAT MAY BE STUBBED INTO A 54" DIAMETER PIPE.
2. A 60" DIAMETER PIPE IS THE MINIMUM SIZE THAT A 30" DIAMETER PIPE MAY BE STUBBED INTO.

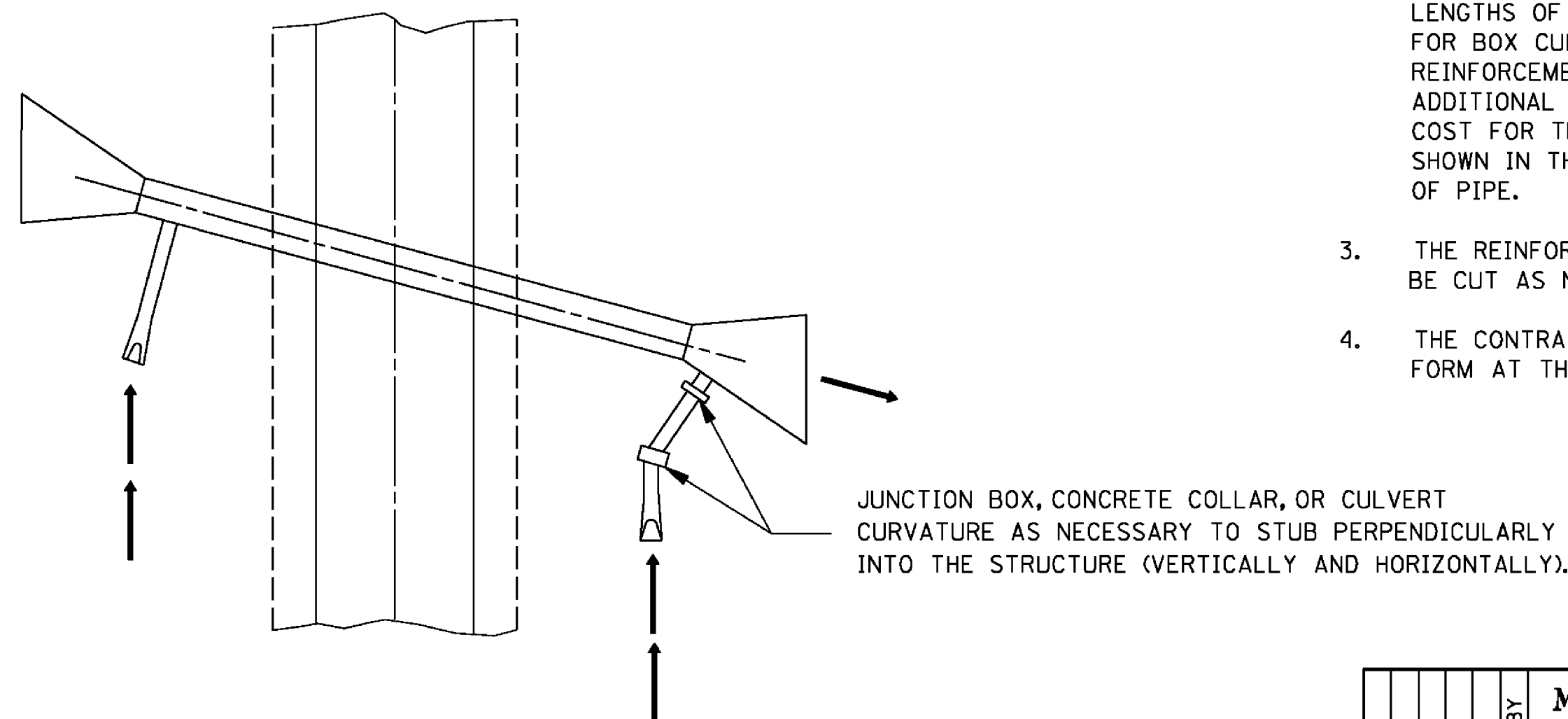
GENERAL NOTES:

1. PAYMENT FOR WORK AND MATERIALS FOR STUBBING A PIPE CULVERT INTO A BOX CULVERT OR CONCRETE PIPE SHALL BE PAID FOR AS A BRANCH CONNECTION OF THE APPROPRIATE SIZE, TYPE AND DESCRIPTION.
2. THE TABLE ON THIS SHEET INDICATES THE NUMBER AND LENGTHS OF ADDITIONAL REINFORCING STEEL BARS REQUIRED FOR BOX CULVERTS CONSTRUCTED. FOR A DOUBLE ROW OF REINFORCEMENT, DOUBLE THE NUMBER OF BARS SHOWN. THE ADDITIONAL REINFORCING STEEL SHALL BE INCLUDED IN THE COST FOR THIS TYPE OF BRANCH CONNECTION. THE QUANTITIES SHOWN IN THE TABLE ARE FOR THE MOST COMMON SIZES OF PIPE.
3. THE REINFORCEMENT OF THE INTERSECTED BOX OR PIPE SHALL BE CUT AS NECESSARY TO ACCOMMODATE THE STUBBED PIPE.
4. THE CONTRACTOR MAY INSERT THE INTERSECTING PIPE INTO THE FORM AT THE PROPER LOCATION IN LIEU OF FORMING BY BLOCKING OUT.



ELEVATION SHOWING PIPE CULVERT
STUBBED INTO CONCRETE PIPE CULVERT

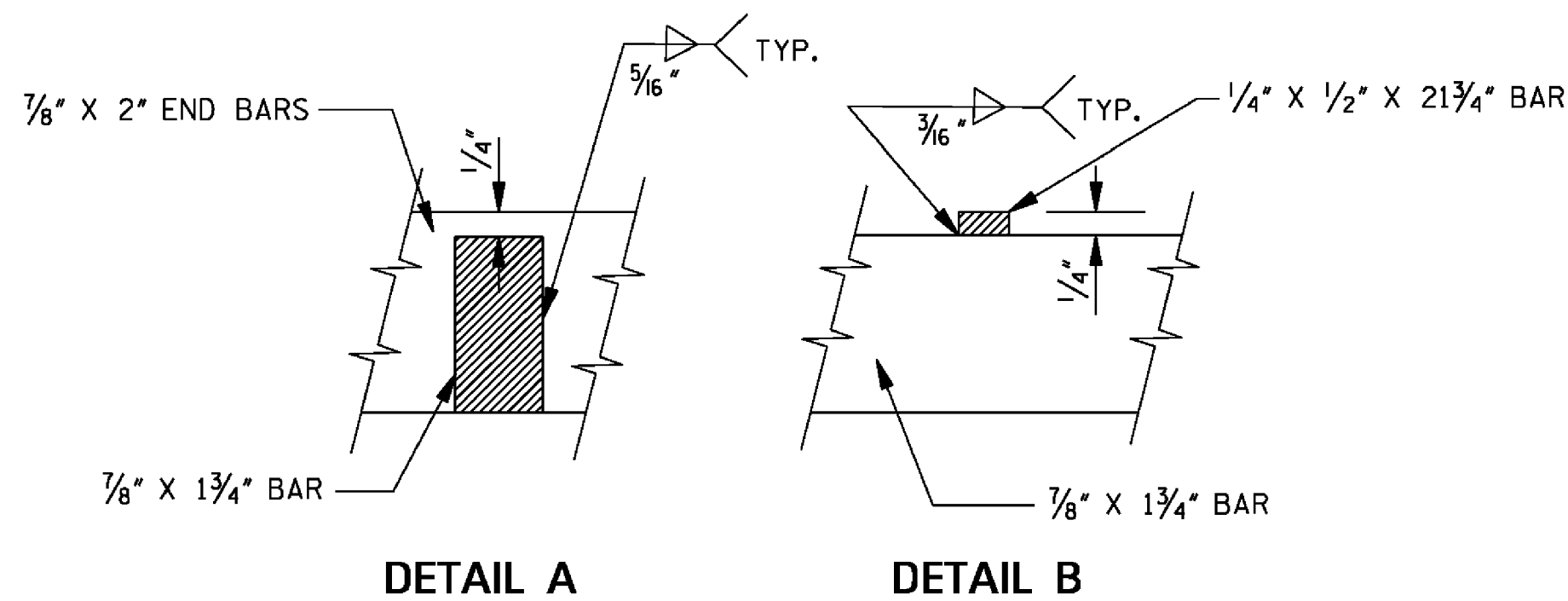
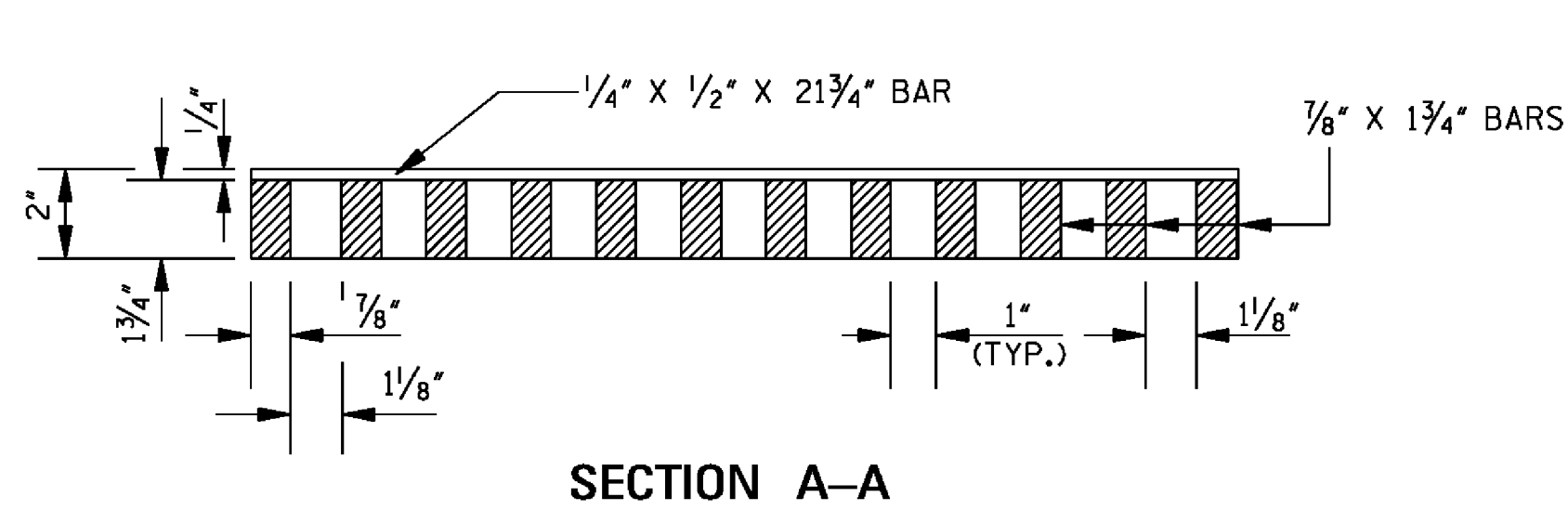
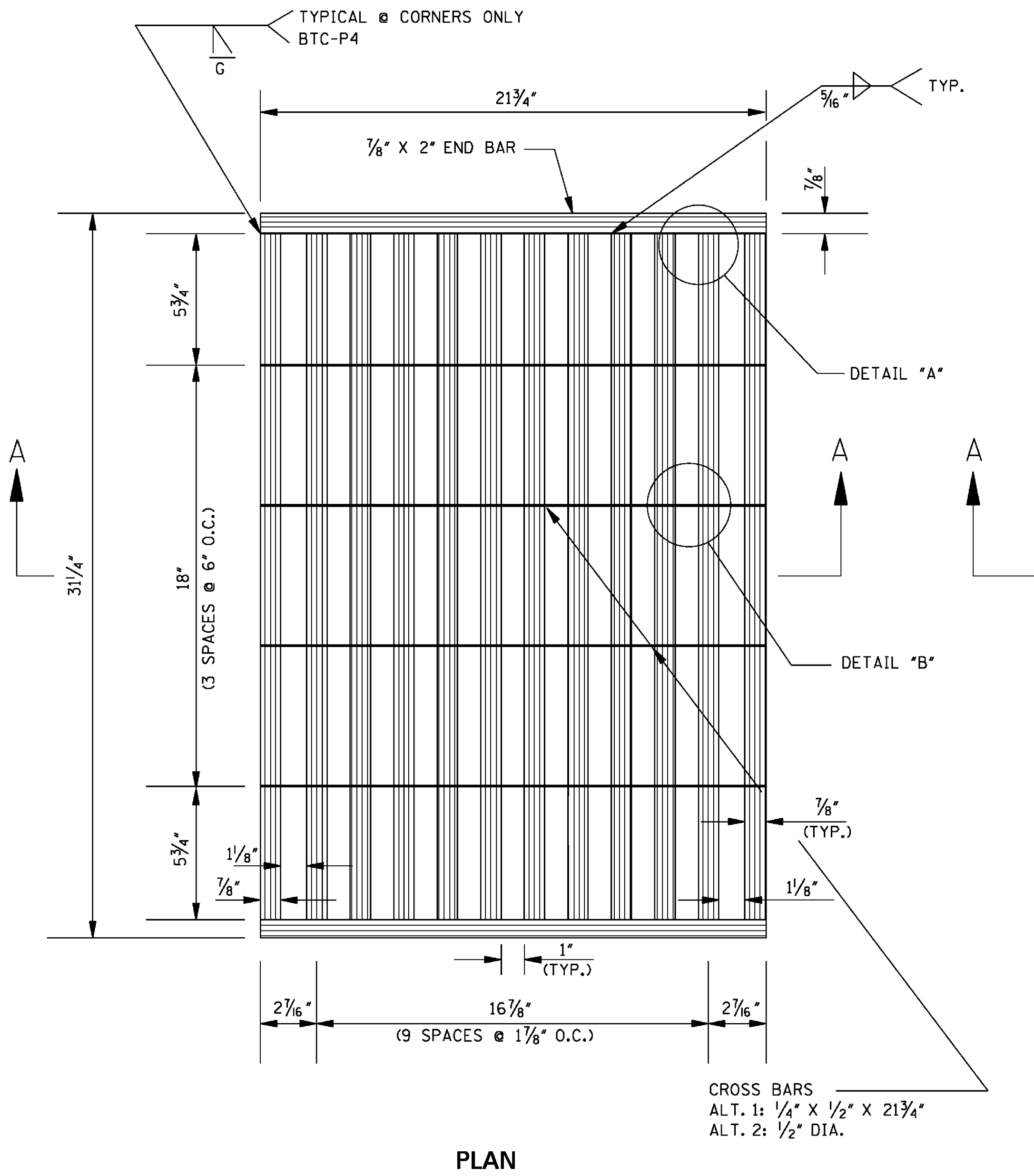
NOTE: TYPICAL INSTALLATION FOR MEDIAN STUB TO CROSSING DRAIN WITH MINIMUM COVER.



TYPICAL PLAN OF BRANCH CONNECTION
TO BOX CULVERT WING-WALL

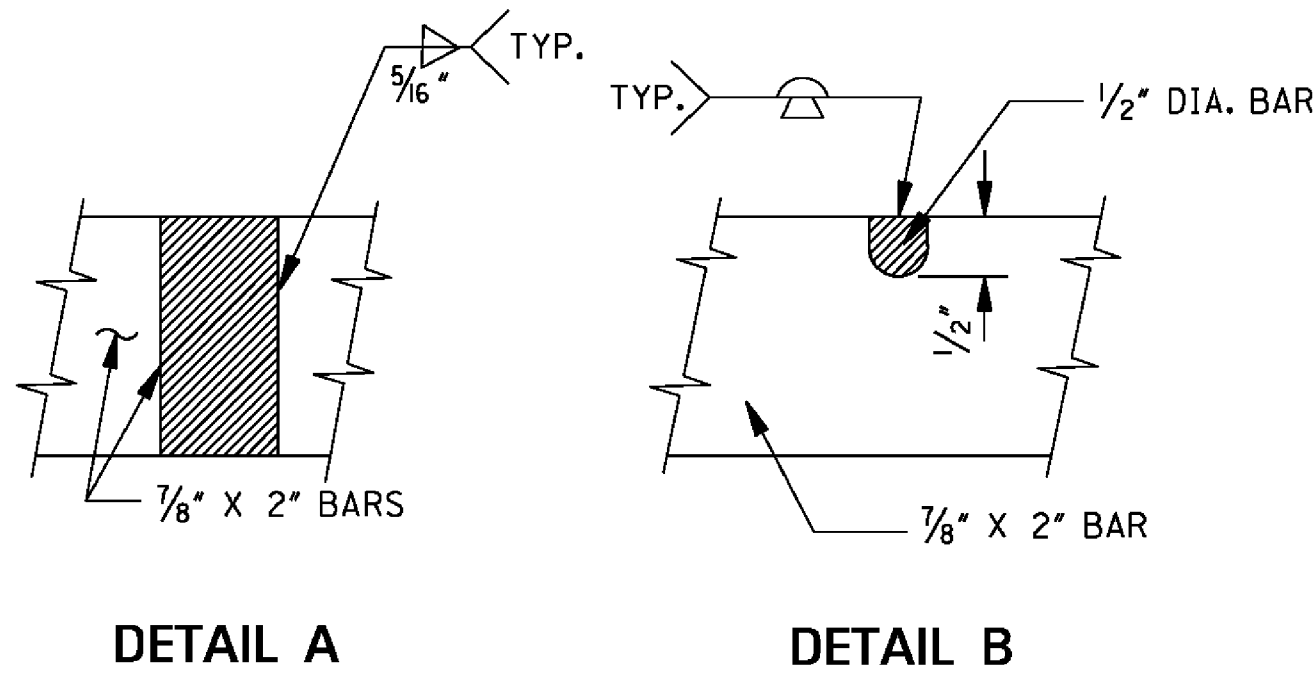
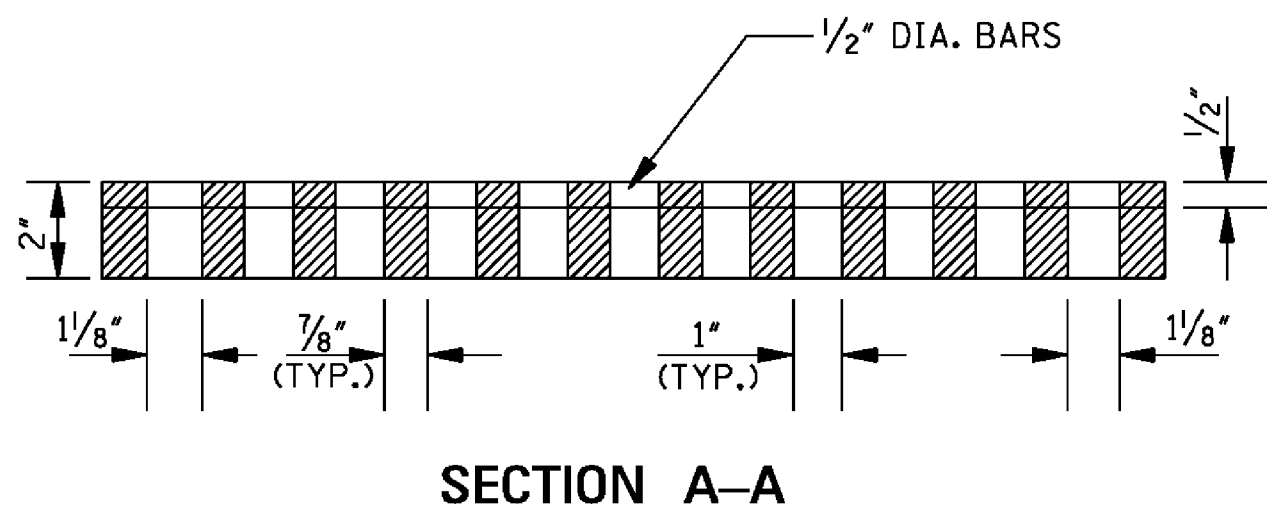
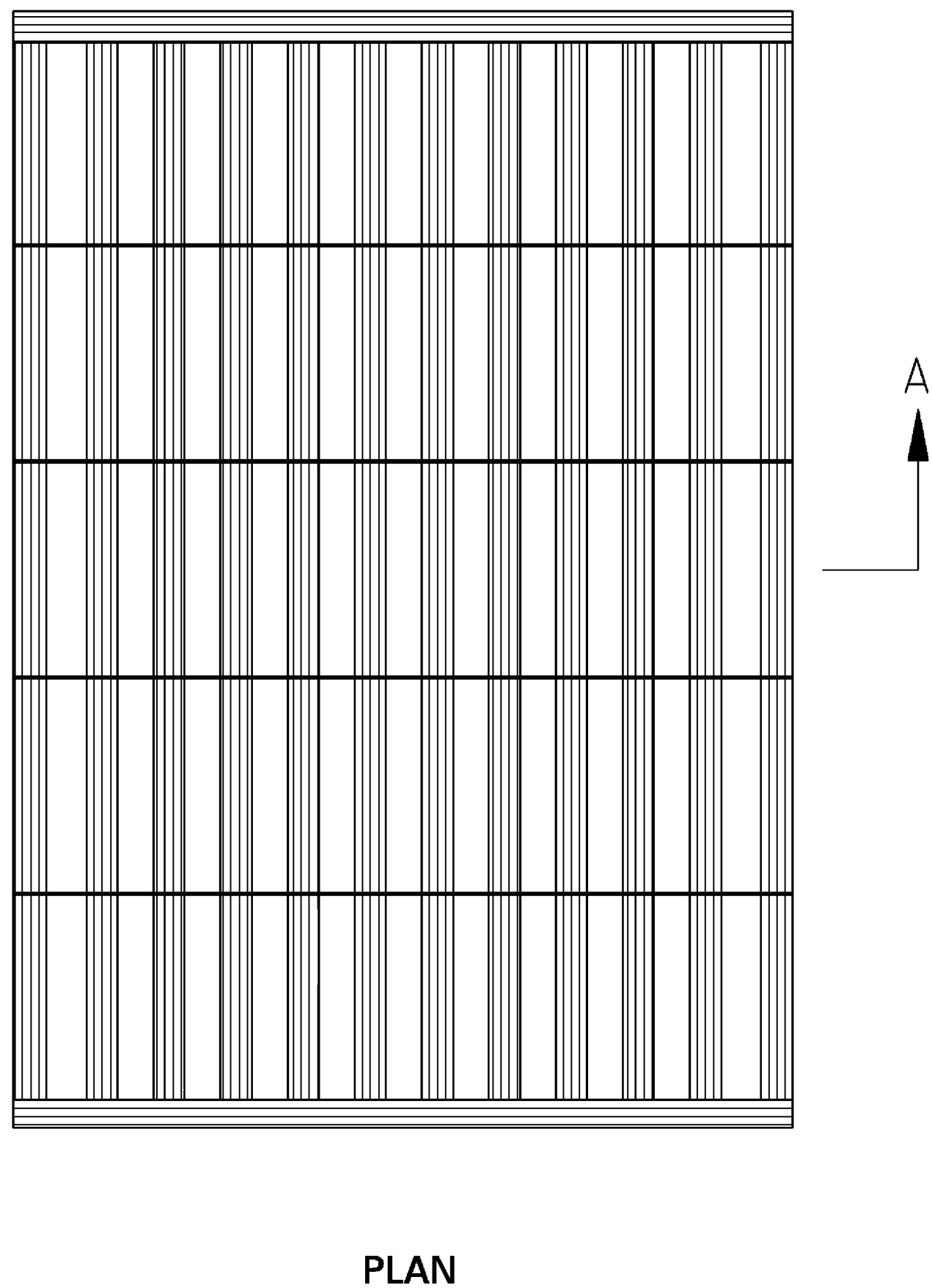
				MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN			
				BRANCH CONNECTIONS			
				WORKING NUMBER BC-1			
				SHEET NUMBER 6507			
				ISSUE DATE: AUGUST 01, 2017			

GRATE NO. 1 – ALTERNATE #1

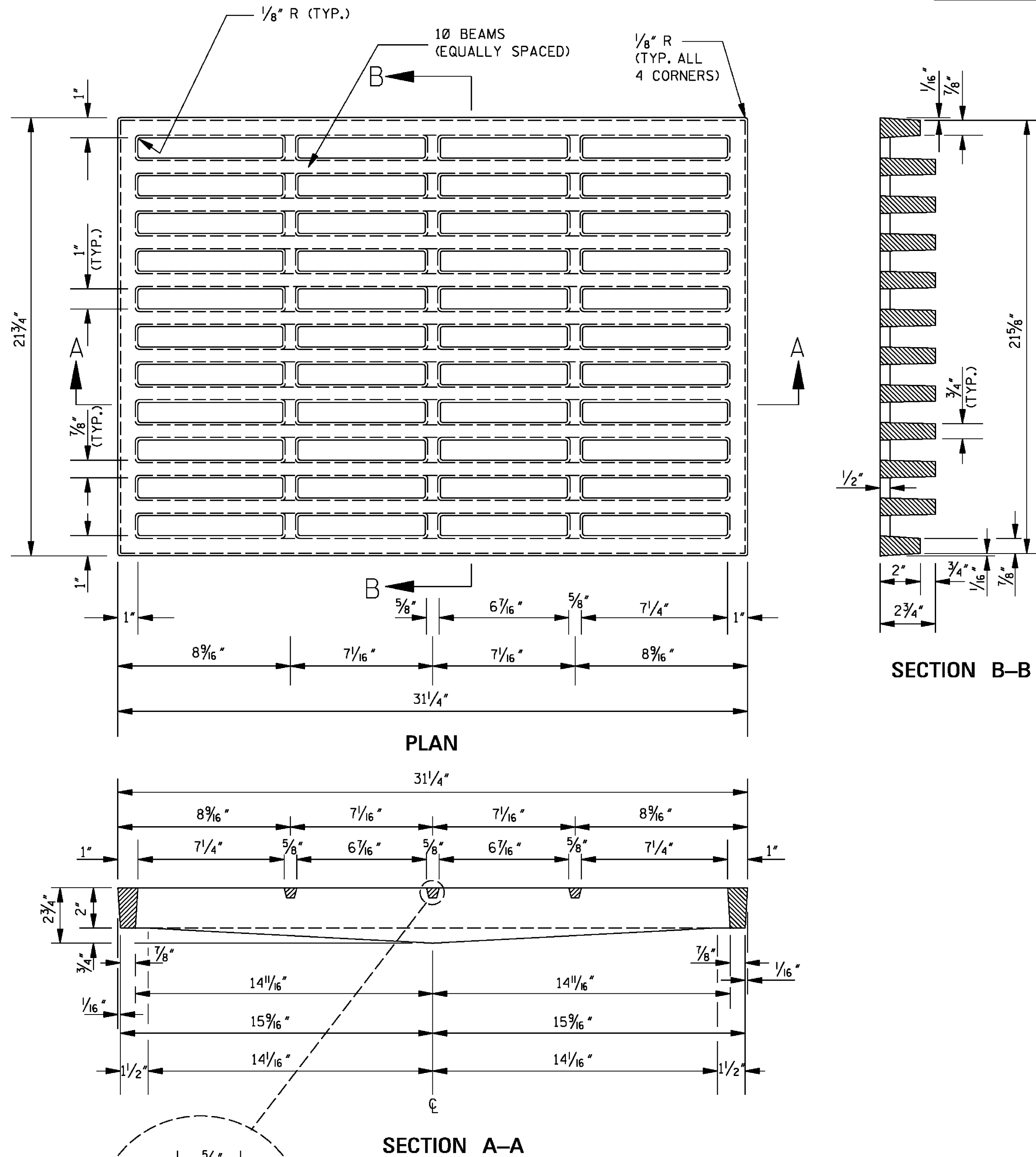


GRATE NO. 1 – ALTERNATE #2

NOTE: PLAN DIMENSIONS FOR ALTERNATE #2
ARE IDENTICAL TO THAT OF ALTERNATE #1
AS SHOWN ON THE FIGURE AT LEFT.



GRATE NO. 2

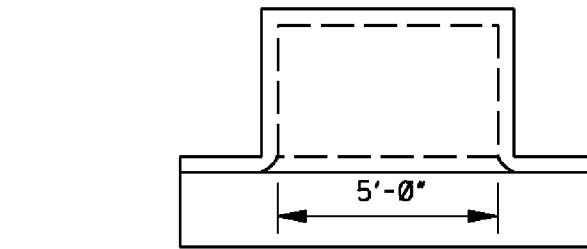
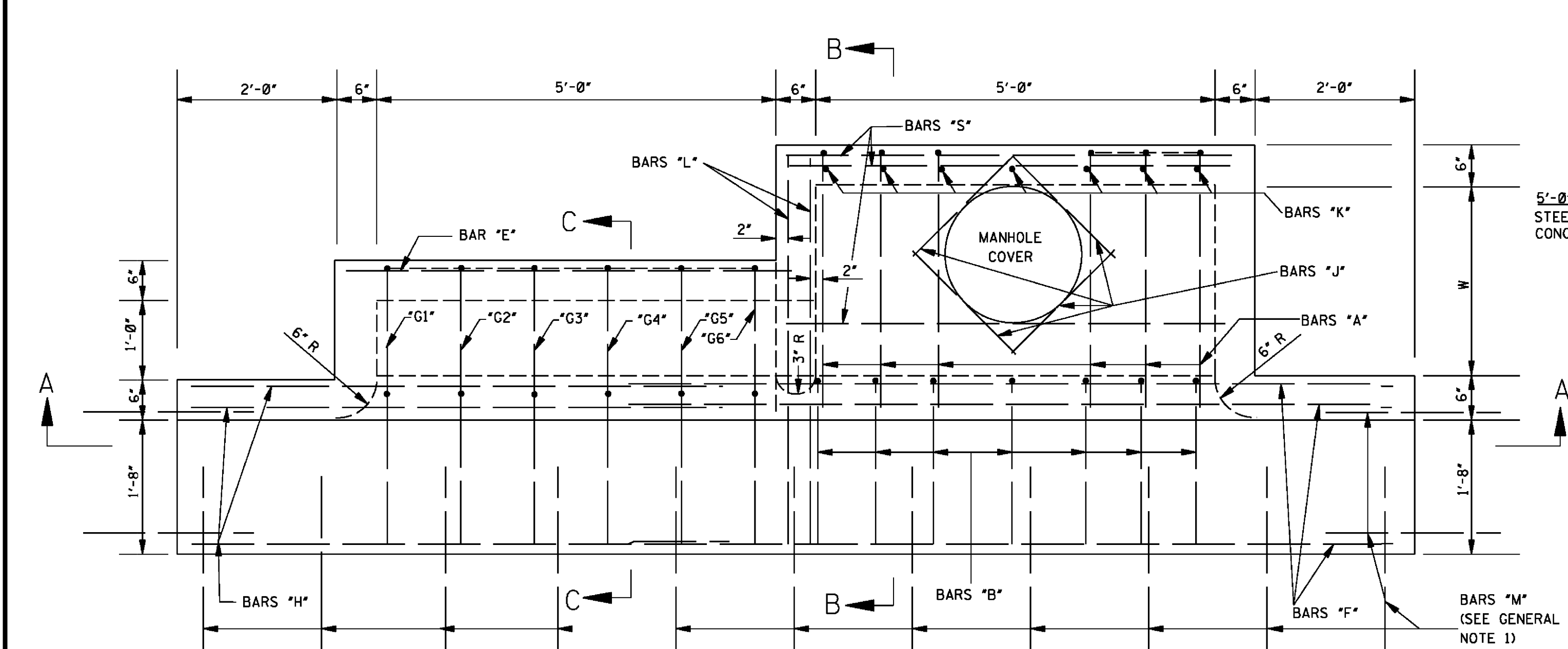


GENERAL NOTES:

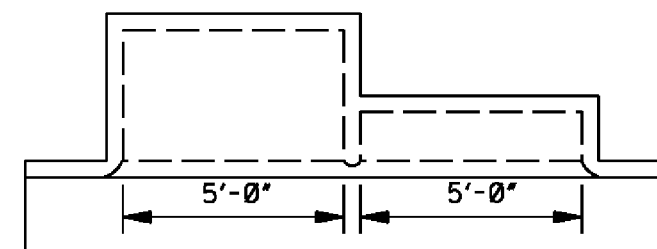
1. BASIS OF PAYMENT WILL BE 200 lbs OF GRATING FOR EITHER GRATE.
2. GRATE NO. 1
THE GRATE SHALL BE WELDED STEEL (ASTM A 588).
3. GRATE NO. 2
THE GRATE SHALL BE DUCTILE IRON (ASTM A 536, GRADE 80-55-06).

		BY		MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
		REVISION		ROADWAY DESIGN DIVISION	
				STANDARD PLAN	
				DETAILS OF GRATES FOR GUTTER INLETS	
					
				WORKING NUMBER IG-2	
				SHEET NUMBER 6517	
		DATE		ISSUE DATE: AUGUST 01, 2017	

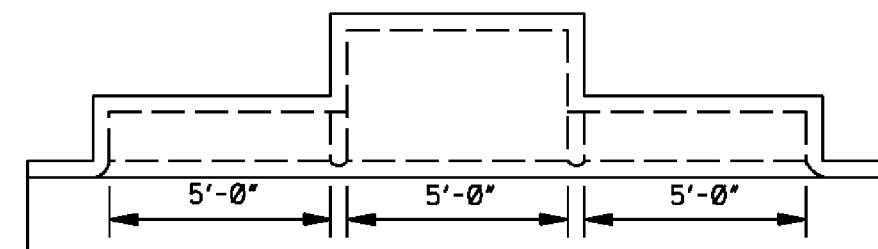
STATE	PROJECT NO.
MISS.	



5'-0" INLET
STEEL = 8.68W + 9.35Y + 3.79W + 7.57H + 121
CONC. = (WY + 5.5W + 6Y + 14.611)/27



10'-0" INLET
STEEL = 8.68W + 9.35Y + 3.79W + 7.57H + 231
CONC. = (WY + 5.5W + 6Y + 38.641)/27



15'-0" INLET
STEEL = 8.68W + 9.35Y + 3.79W + 7.57H + 341
CONC. = (WY + 5.5W + 6Y + 62.671)/27

NOTES:
1. W AND H ARE EXPRESSED IN DECIMAL FEET.
2. W = W ROUNDED TO NEAREST WHOLE FOOT.
3. Y = 0+0.53.
4. H = (H - 2.08) ROUNDED TO NEAREST WHOLE FOOT.
5. NO DEDUCTIONS ARE MADE FOR PIPE OPENINGS IN FORMULAS.

PLAN OF INLET AND EXTENSIONS

ADD. CONCRETE PER FOOT OF H		ADD. CONCRETE PER FOOT OF W	
W	yd ³ /ft	H	yd ³ /ft
2'-6"	0.315	3'-6"	0.315
3'-0"	0.333	4'-0"	0.333
3'-6"	0.352	4'-6"	0.352
4'-0"	0.371	5'-0"	0.370
4'-6"	0.389	5'-6"	0.389
5'-0"	0.408	6'-0"	0.408
5'-6"	0.426	6'-6"	0.426
6'-0"	0.445	7'-0"	0.445
6'-6"	0.463	7'-6"	0.463
7'-0"	0.481	8'-0"	0.482
		8'-6"	0.500

QUANTITIES FOR ONE EXTENSION					
BAR	SIZE	LENGTH	SPACING	NUMBER	WEIGHT
"E"	#4	5'-8"	AS SHOWN	3	11
"G"	#4	SEE SCHEDULE	0'-11"	6	34
"H"	#6	6'-9"	AS SHOWN	5	51
"L"	#6	4'-9"	AS SHOWN	2	14
TOTAL STEEL FOR ONE EXTENSION = 110 lbs					
TOTAL CONCRETE FOR ONE EXTENSION = 0.89 yd ³					

NOTE: WHERE EXTENSION IS USED WITH CONCRETE PAVEMENT, ADD 27 lbs OF STEEL FOR BARS "M".

BAR "G" SCHEDULE	
BAR "G"	LENGTH
"G1"	7'-10"
"G2"	8'-0"
"G3"	8'-2"
"G4"	8'-5"
"G5"	8'-8"
"G6"	8'-10"

BILL OF REINFORCING STEEL FOR 1-5'-0" INLET																				
H	W=2'-6"		BAR "A" L = 4'-2" #4 @ 9"		BAR "C" L = 5'-8" #4 @ 9"		BAR "S" L = 5'-8" #4 @ 12"		BAR "D" L = 5'-8" #4 @ 12 1/2"		BAR "F" L = 9'-8" #6		BAR "J" L = 2'-3" #4		BAR "B" #4 @ 9"		BAR "K" #4 @ 9 1/2"		* TOTAL STEEL	TOTAL CONC.
	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	LGTH.	NO.	lbs	LGTH.	NO.	lbs
3'-6"	6	17	7	27	5	19	5	19	5	73	4	6	3'-10"	7	18	2'-7"	7	12	190	1.99
4'-0"	6	17	7	27	5	19	7	26	5	73	4	6	4'-4"	7	20	3'-1"	7	14	202	2.15
4'-6"	6	17	7	27	5	19	7	26	5	73	4	6	4'-10"	7	23	3'-7"	7	17	207	2.31
5'-0"	6	17	7	27	5	19	9	34	5	73	4	6	5'-4"	7	25	4'-1"	7	19	219	2.47
5'-6"	6	17	7	27	5	19	9	34	5	73	4	6	5'-10"	7	27	4'-7"	7	21	224	2.62
6'-0"	6	17	7	27	5	19	11	42	5	73	4	6	6'-4"	7	30	5'-1"	7	24	238	2.78
6'-6"	6	17	7	27	5	19	11	42	5	73	4	6	6'-10"	7	32	5'-7"	7	26	240	2.94
7'-0"	6	17	7	27	5	19	13	49	5	73	4	6	7'-4"	7	34	6'-1"	7	28	253	3.10
7'-6"	6	17	7	27	5	19	13	49	5	73	4	6	7'-10"	7	37	6'-7"	7	31	257	3.25

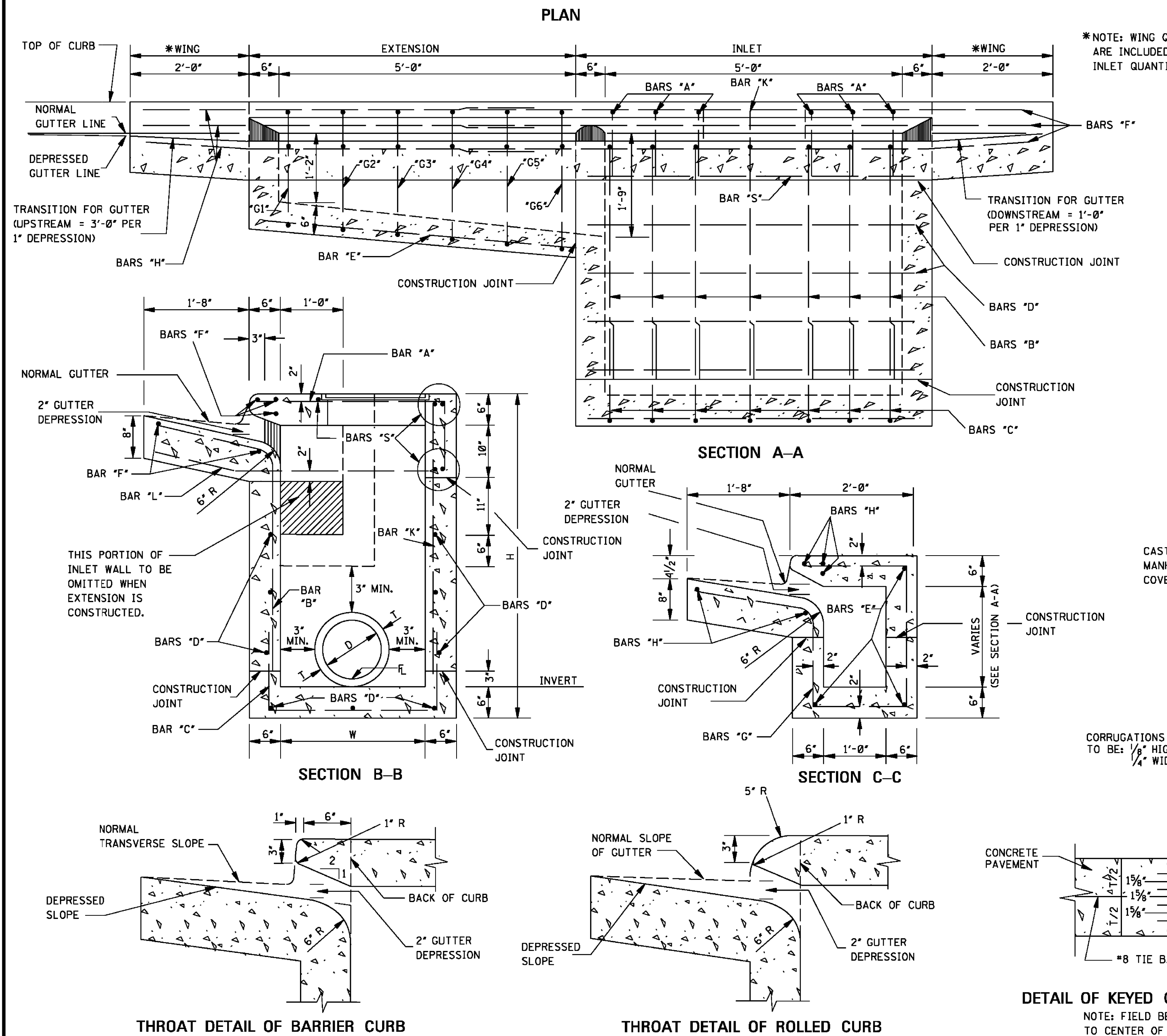
W=3'-0"		BILL OF REINFORCING STEEL FOR 1-5'-0" INLET																		
H	BAR "A" L = 4'-8" #4 @ 9"	BAR "C" L = 6'-2" #4 @ 9"	BAR "S" L = 5'-8" #4 @ 12"	BAR "D" L = 5'-8" #4 @ 12"	BAR "F" L = 9'-8" #6	BAR "J" L = 2'-3" #4	BAR "B" #4 @ 9"	BAR "K" #4 @ 9"		* TOTAL STEEL	TOTAL CONC.									
	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	LGTH.	NO.	lbs	LGTH.	NO.	lbs	yd ³					
3'-6"	6	19	7	29	5	19	5	73	4	6	3'-10"	7	18	2'-7"	7	12	194	2.15		
4'-0"	6	19	7	29	5	19	7	26	5	73	4	6	4'-4"	7	20	3'-1"	7	14	206	2.32
4'-6"	6	19	7	29	5	19	7	26	5	73	4	6	4'-10"	7	23	3'-7"	7	17	211	2.49
5'-0"	6	19	7	29	5	19	9	34	5	73	4	6	5'-4"	7	25	4'-1"	7	19	223	2.65
5'-6"	6	19	7	29	5	19	9	34	5	73	4	6	5'-10"	7	27	4'-7"	7	21	228	2.82
6'-0"	6	19	7	29	5	19	11	42	5	73	4	6	6'-4"	7	30	5'-1"	7	24	240	2.99
6'-6"	6	19	7	29	5	19	11	42	5	73	4	6	6'-10"	7	32	5'-7"	7	26	245	3.15
7'-0"	6	19	7	29	5	19	13	49	5	73	4	6	7'-4"	7	34	6'-1"	7	28	257	3.32
7'-6"	6	19	7	29	5	19	13	49	5	73	4	6	7'-10"	7	37	6'-7"	7	31	262	3.49

W=3'-6"			BILL OF REINFORCING STEEL FOR 1-5'-0" INLET																	
H	BAR "A" L = 5'-2" #4 @ 9"	BAR "C" L = 6'-8" #4 @ 9"	BAR "S" L = 5'-8" #4 @ 12"	BAR "D" L = 5'-8" #4 @ 12 1/2"	BAR "F" L = 9'-8" #6	BAR "J" L = 2'-3" #4	BAR "B" #4 @ 9"	BAR "K" #4 @ 9 1/2"	* TOTAL STEEL	TOTAL CONC.										
	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	LGTH.	NO.	lbs	LGTH.	NO.	lbs	yd ³					
3'-6"	6	21	7	31	5	19	6	23	5	73	4	6	3'-10"	7	18	2'-7"	7	12	202	2.31
4'-0"	6	21	7	31	5	19	8	30	5	73	4	6	4'-4"	7	20	3'-1"	7	14	214	2.49
4'-6"	6	21	7	31	5	19	8	30	5	73	4	6	4'-10"	7	23	3'-7"	7	17	219	2.66
5'-0"	6	21	7	31	5	19	10	38	5	73	4	6	5'-4"	7	25	4'-1"	7	19	231	2.84
5'-6"	6	21	7	31	5	19	10	38	5	73	4	6	5'-10"	7	27	4'-7"	7	21	236	3.01
6'-0"	6	21	7	31	5	19	12	45	5	73	4	6	6'-4"	7	30	5'-1"	7	24	248	3.19
6'-6"	6	21	7	31	5	19	12	45	5	73	4	6	6'-10"	7	32	5'-7"	7	26	253	3.37
7'-0"	6	21	7	31	5	19	14	53	5	73	4	6	7'-4"	7	34	6'-1"	7	28	265	3.54
7'-6"	6	21	7	31	5	19	14	53	5	73	4	6	7'-10"	7	37	6'-7"	7	31	270	3.72

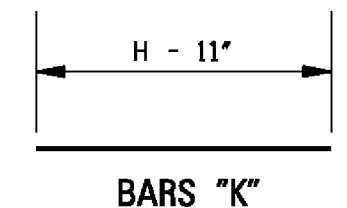
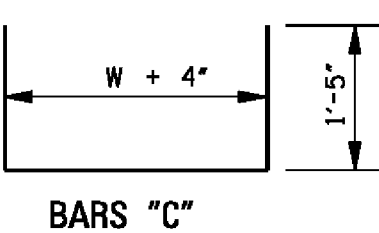
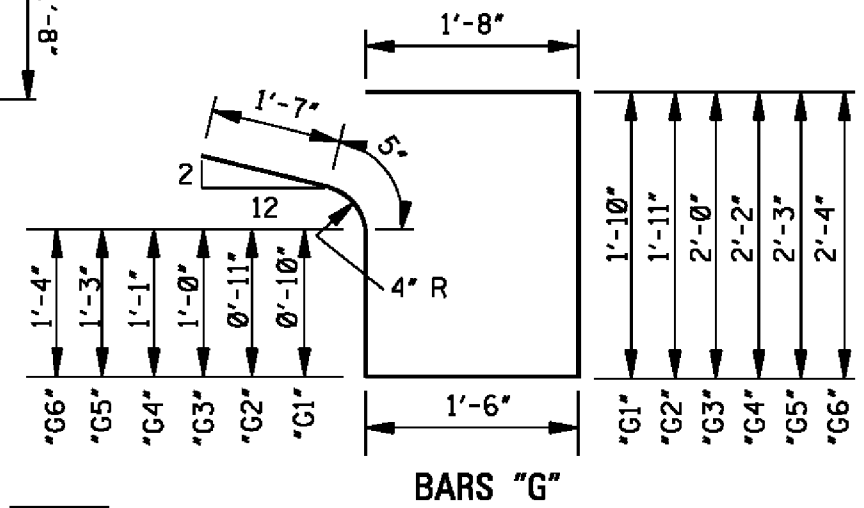
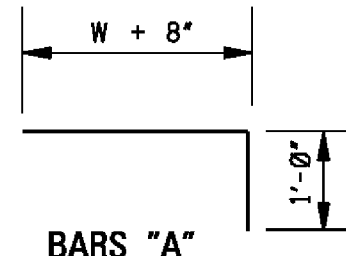
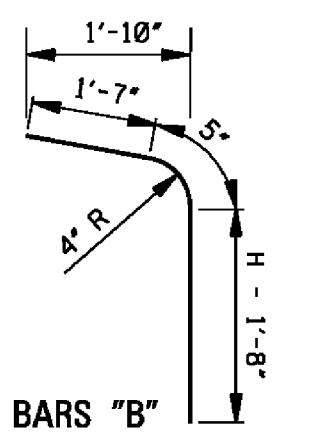
* NOTE: WHERE INLET IS USED WITH CONCRETE PAVEMENT, ADD 73 lbs OF STEEL FOR BARS "M".

GENERAL NOTES:

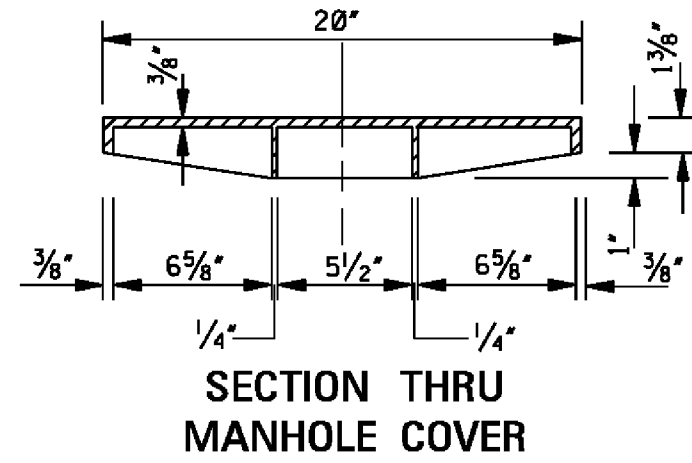
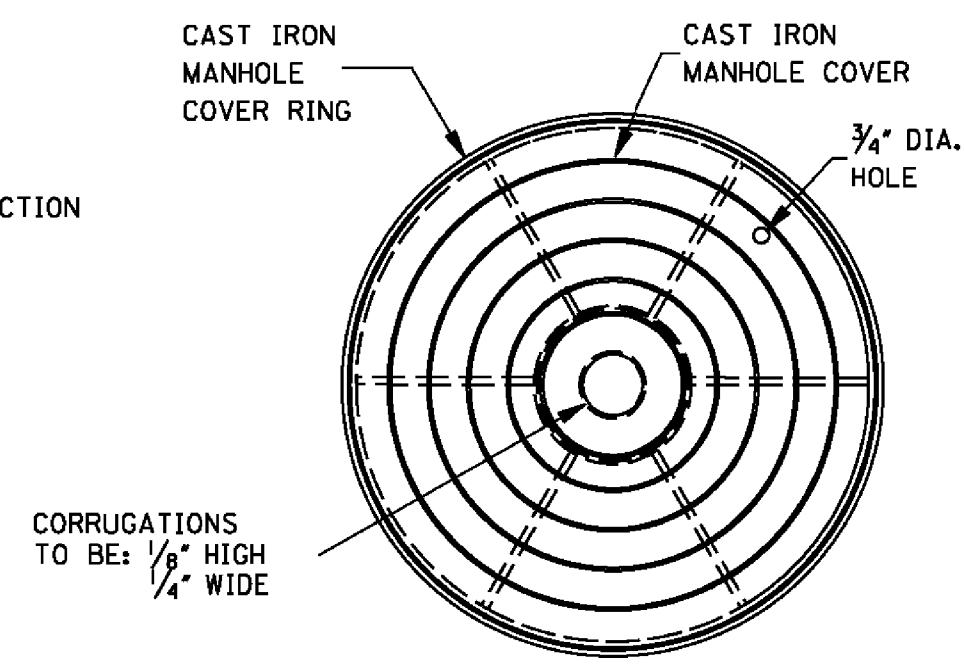
- WHERE INLET OR INLET WITH EXTENSIONS IS USED WITH CONCRETE PAVEMENT WITH INTEGRAL CURB, THE PAVEMENT SHALL BE BLOCKED OUT TO THE DIMENSIONS AS SHOWN FOR THE GUTTER PORTION OF THE INLET OR INLET WITH EXTENSIONS. THE PORTION BLOCKED OUT SHALL BE PLACED INTEGRAL WITH THE TOP OF THE INLET OR INLET WITH EXTENSIONS. #8 DEFORMED BARS 30" LONG SHALL BE PLACED ON 18" CENTERS AT THE CENTER OF THE PAVEMENT. THESE BARS SHALL EXTEND INTO THE GUTTER PORTION OF THE INLET OR INLET WITH EXTENSIONS 15". THE CONSTRUCTION JOINT BETWEEN THE CONCRETE PAVEMENT AND THE INLET OR INLET WITH EXTENSIONS SHALL BE A KEYED JOINT AS SHOWN. A SMOOTH CONSTRUCTION JOINT WILL NOT BE PERMITTED. QUANTITIES FOR BLOCKED OUT AREA OF PAVEMENT SHALL BE INCLUDED IN QUANTITIES FOR INLET OR INLET WITH EXTENSIONS.
- THE QUANTITIES SHOWN, MINUS VOLUMETRIC DISPLACEMENT OF CONCRETE BY PIPE CULVERTS THROUGH INLET WALLS, WILL BE USED AS THE BASIS OF FINAL PAYMENT UNLESS THIS PLAN IS MODIFIED.
- FOR CONVENIENCE, DEPTHS OF INLETS SHOWN IN ABOVE TABLE ARE INCREMENTS OF 6". BUT ANY DEPTHS OTHER THAN THESE SHOWN MAY BE USED WHEREVER DEEMED NECESSARY. QUANTITIES FOR OTHER DEPTHS, FALLING WITHIN THE LIMITS OF THE TABLE, MAY BE FOUND BY INTERPOLATION.
- FIELD CUT AND BEND BARS AS NECESSARY TO ACCOMMODATE STORM SEWER. NO DEDUCTIONS ARE TO BE MADE IN STEEL QUANTITIES.
- WHERE INLET IS BEING USED ADJACENT TO SIDEWALK, REFER TO OTHER SHEETS FOR TOP DETAIL.



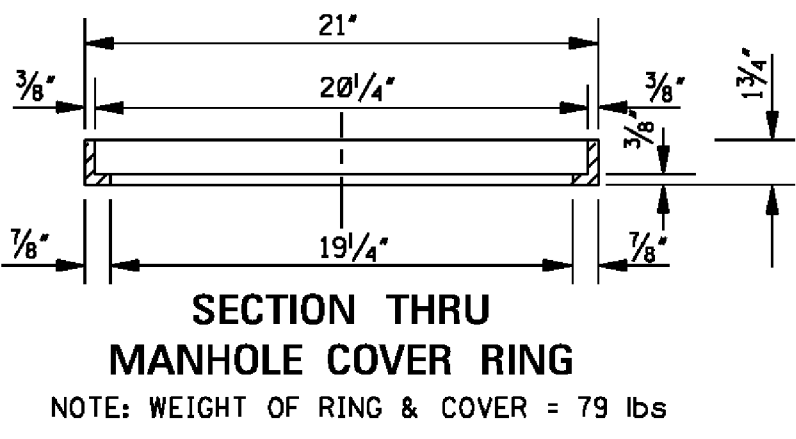
* NOTE: WING QUANTITIES ARE INCLUDED IN INLET QUANTITIES.



BAR DETAILS



SECTION THRU MANHOLE COVER

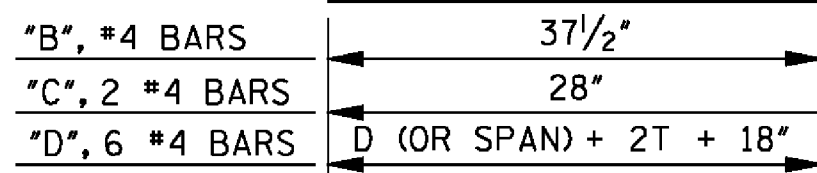
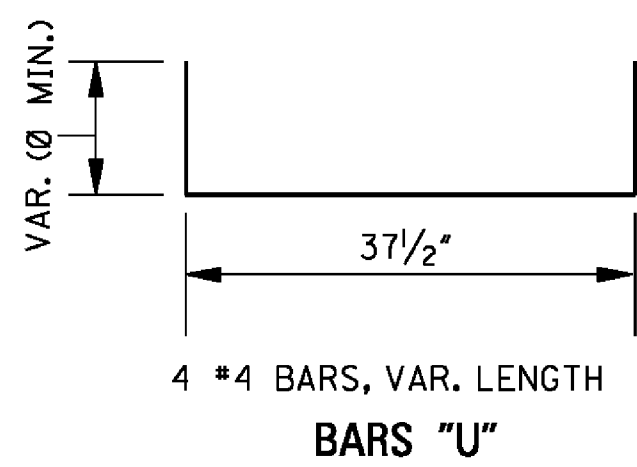
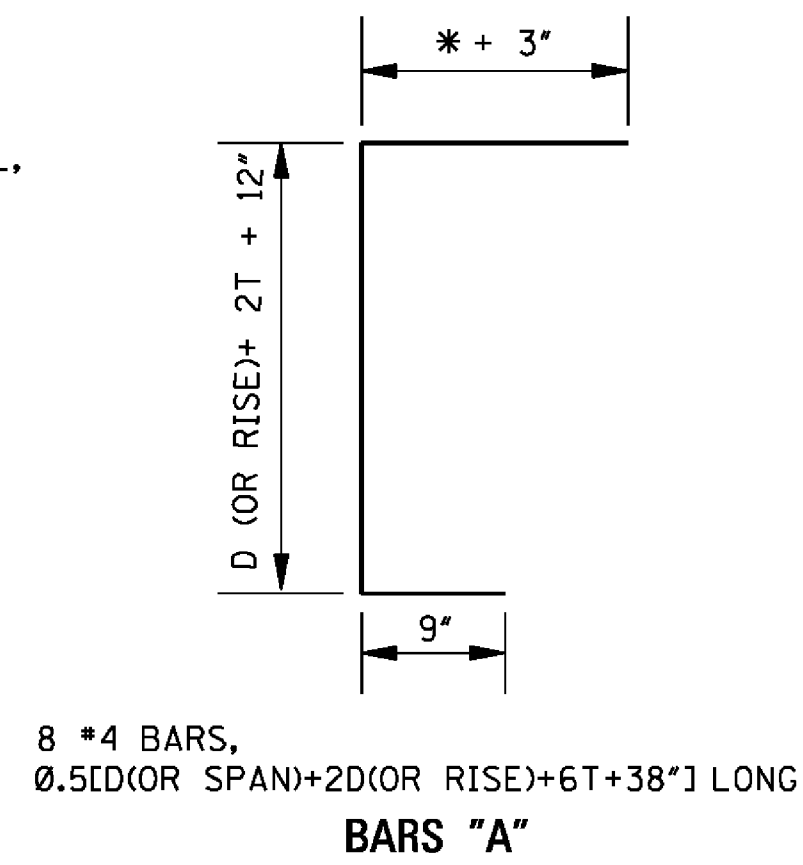
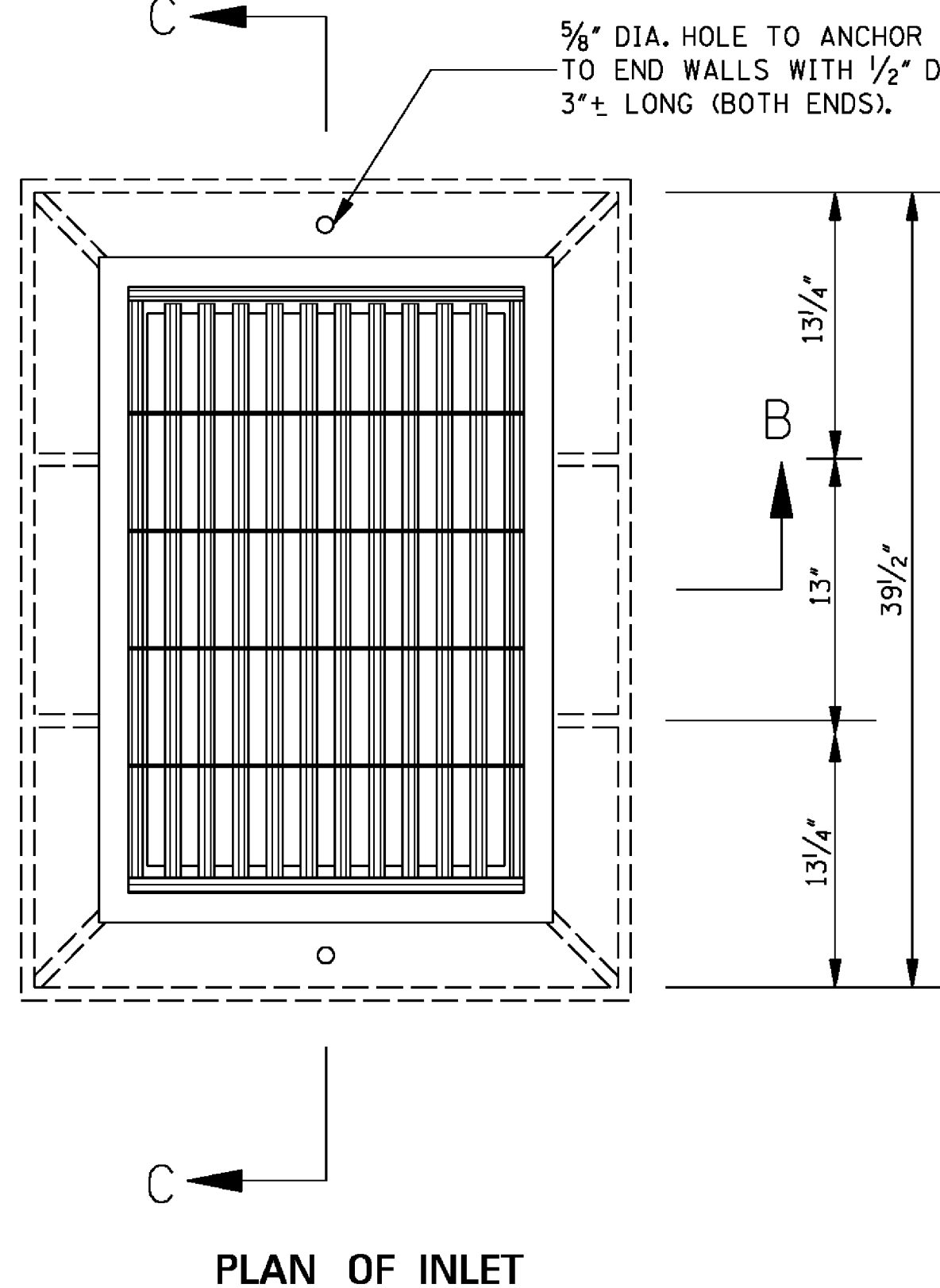
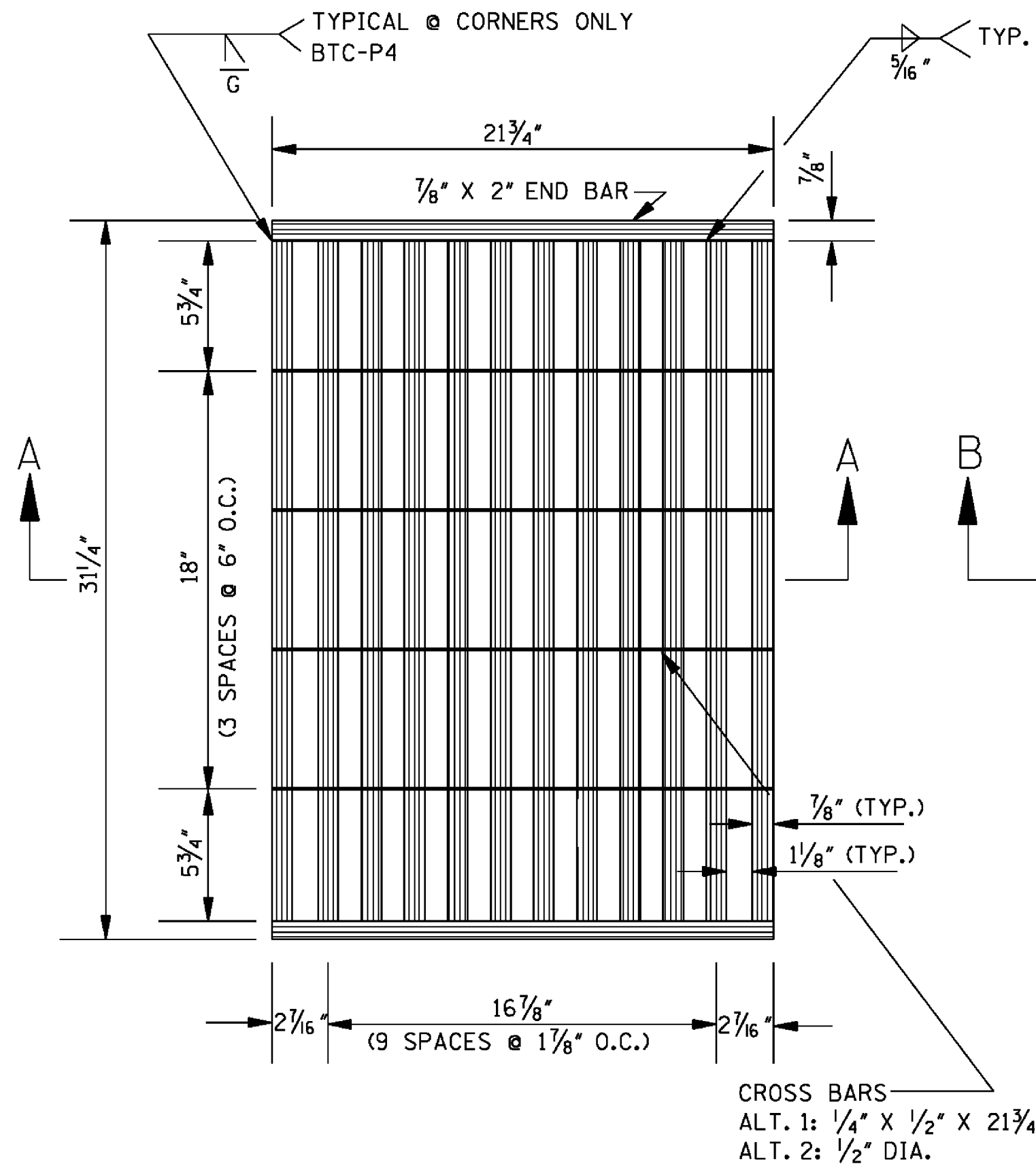


SECTION THRU MANHOLE COVER

NOTE: WEIGHT OF RING & COVER = 79 lbs

DETAIL OF KEYED CONSTRUCTION JOINTS
NOTE: FIELD BEND BARS "L" TO CENTER OF GUTTER SECTION

MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN									
STORM SEWER INLET TYPE SS-2									
WORKING NUMBER SS-2									
SHEET NUMBER 6524									
DATE	ISSUE DATE:	AUGUST 01, 2017							



BARS "B", "C" & "D"

BAR DETAILS

*NOTE:

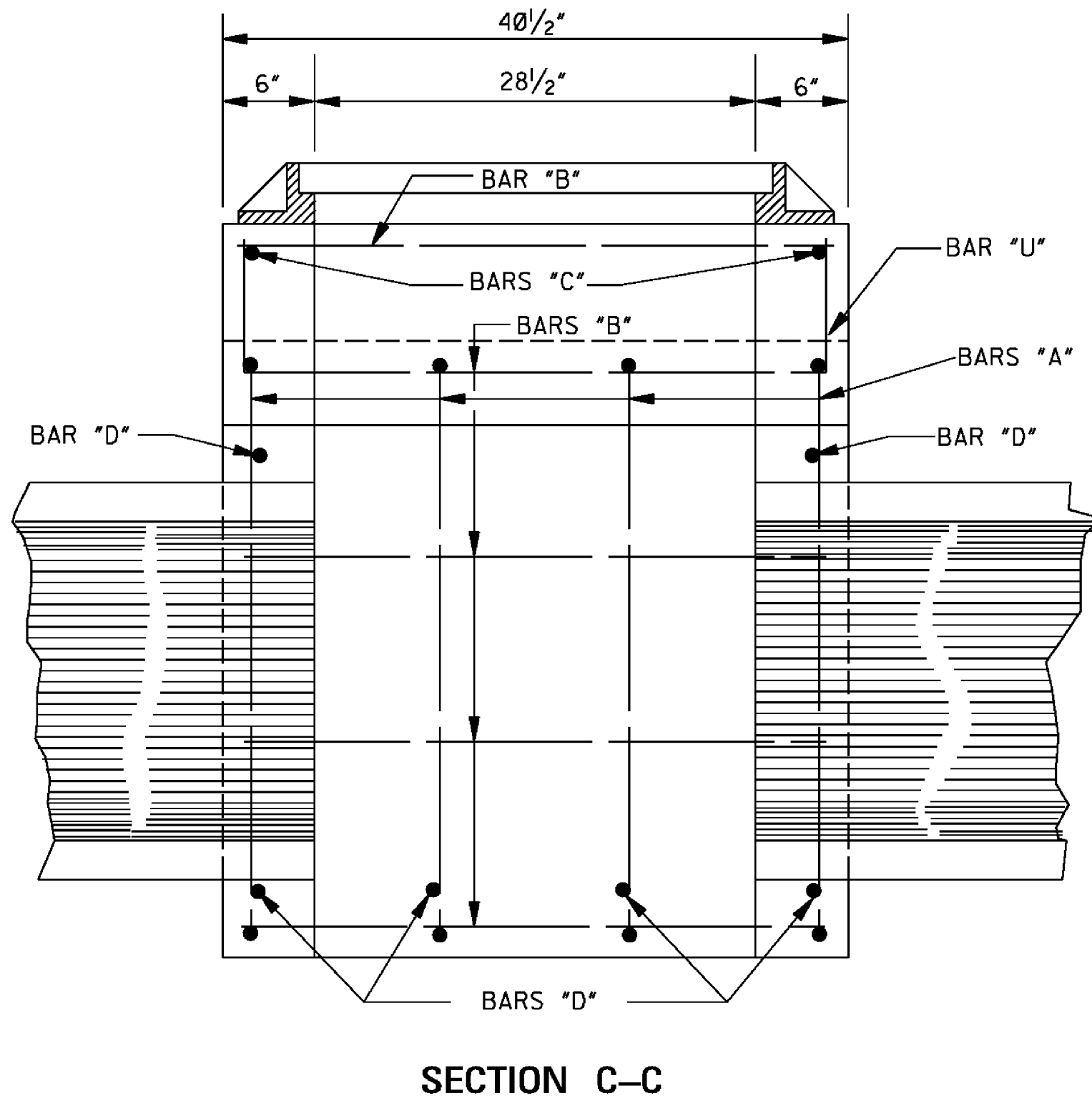
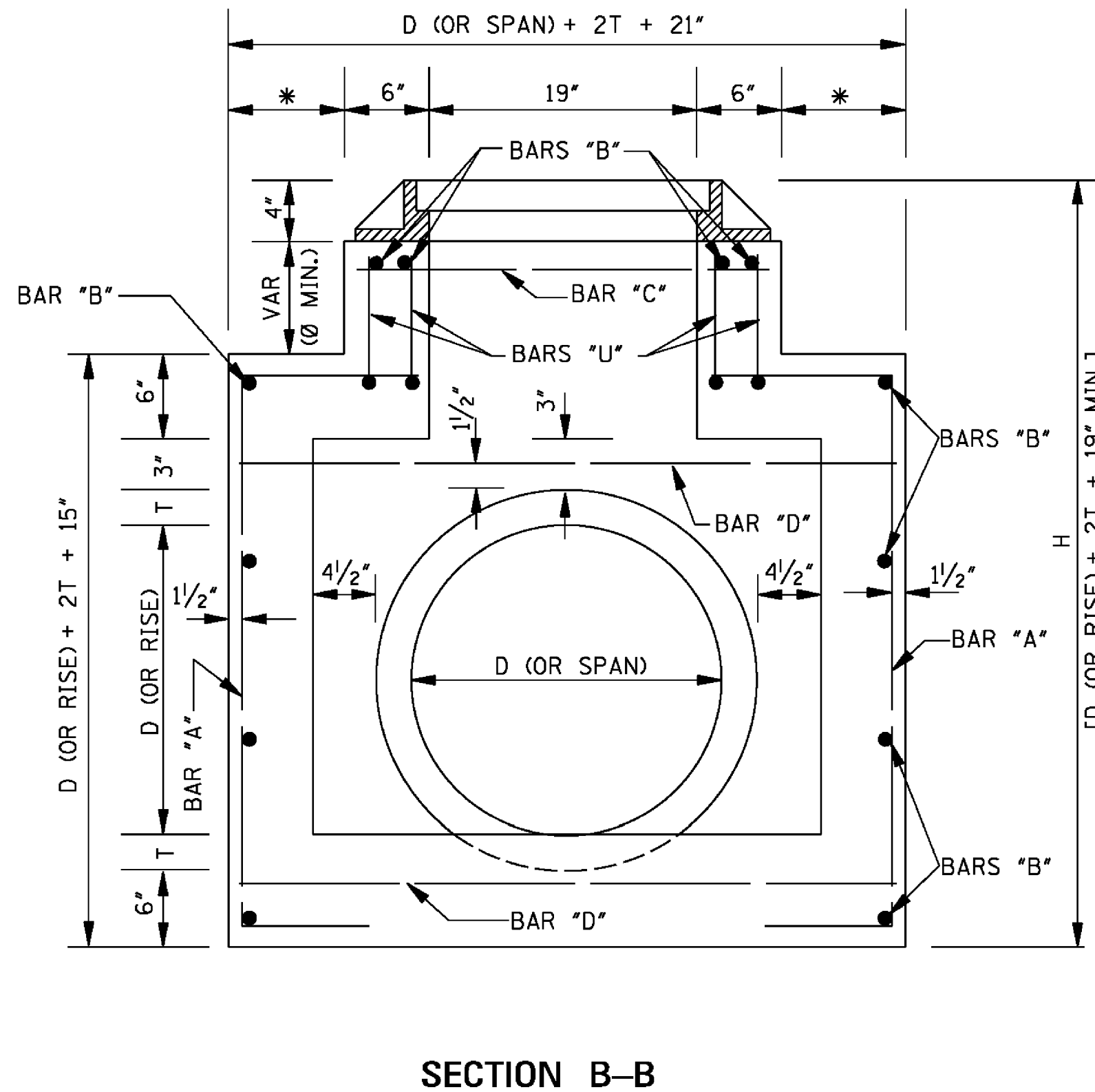
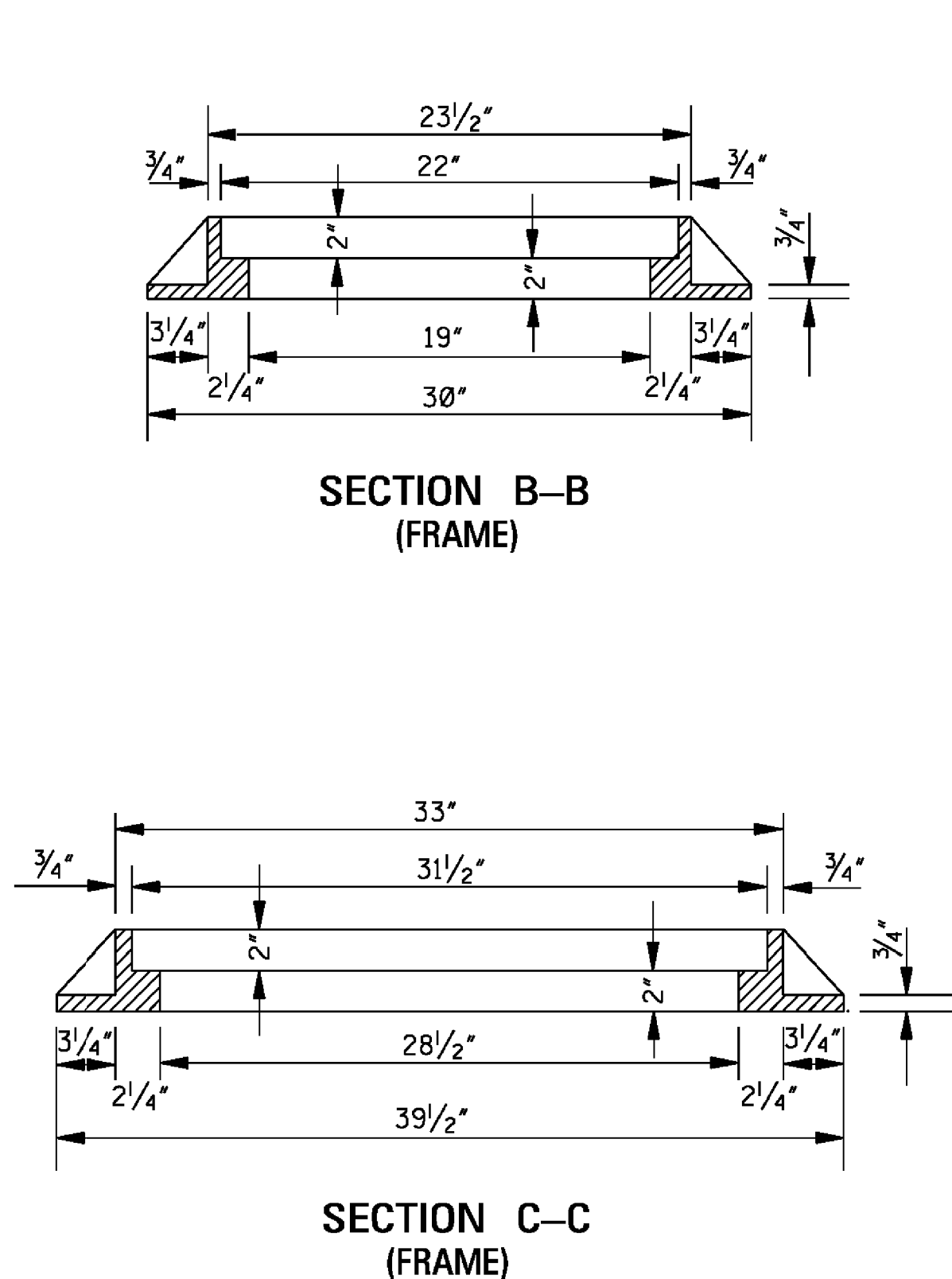
$$* \left[\frac{D \text{ (OR SPAN)} + 2T - 10"}{2} \right]$$

QUANTITIES															
PIPE SIZE	MIN. DEPTH TO F.L.	MIN. DEPTH INLET		PIPE OPENING DEDUCTION (yd ³)	T	BARS/SIZES									
		CONC. (yd ³)	STEEL (lbs)			"A"	#4	"B"	#4	"C"	#4	"D"	#4	"U"	#4
						NO. @ LGTH.	NO. @ LGTH.	NO. @ LGTH.	NO. @ LGTH.	NO. @ LGTH.	NO. @ LGTH.	NO. @ LGTH.			
18"	2.792'	0.869	76	0.053	2½"	8 @ 4'-5½"	12 @ 3'- 1½"	2 @ 2'-4"	6 @ 3'-5"	4 @ 3'-9½"					
24"	3.334'	1.117	87	0.091	3"	8 @ 5'-4"	14 @ 3'- 1½"	2 @ 2'-4"	6 @ 4'-0"	4 @ 3'-9½"					
30"	3.875'	1.385	94	0.138	3½"	8 @ 6'-2½"	14 @ 3'- 1½"	2 @ 2'-4"	6 @ 4'-7"	4 @ 3'-9½"					
36"	4.417'	1.671	105	0.196	4"	8 @ 7'-1"	16 @ 3'- 1½"	2 @ 2'-4"	6 @ 5'-2"	4 @ 3'-9½"					
42"	4.959'	1.978	116	0.263	4½"	8 @ 7'-11½"	18 @ 3'- 1½"	2 @ 2'-4"	6 @ 5'-9"	4 @ 3'-9½"					
48"	5.500'	2.305	123	0.340	5"	8 @ 8'-10"	18 @ 3'- 1½"	2 @ 2'-4"	6 @ 6'-4"	4 @ 3'-9½"					
54"	6.042'	2.650	135	0.427	5½"	8 @ 9'-8½"	20 @ 3'- 1½"	2 @ 2'-4"	6 @ 6'-11"	4 @ 3'-9½"					
60"	6.583'	3.016	146	0.524	6"	8 @ 10'-7"	22 @ 3'- 1½"	2 @ 2'-4"	6 @ 7'-6"	4 @ 3'-9½"					
66"	7.125'	3.402	153	0.630	6½"	8 @ 11'-5½"	22 @ 3'- 1½"	2 @ 2'-4"	6 @ 8'-1"	4 @ 3'-9½"					
72"	7.667'	3.806	164	0.747	7"	8 @ 12'-4"	24 @ 3'- 1½"	2 @ 2'-4"	6 @ 8'-8"	4 @ 3'-9½"					
22" X 13"	2.417'	0.855	76	0.053	2½"	8 @ 4'-3"	12 @ 3'- 1½"	2 @ 2'-4"	6 @ 3'-9"	4 @ 3'-9½"					
29" X 18"	2.833'	1.085	83	0.087	3"	8 @ 5'-0¼"	12 @ 3'- 1½"	2 @ 2'-4"	6 @ 4'-4½"	4 @ 3'-9½"					
36" X 23"	3.250'	1.358	94	0.129	3½"	8 @ 5'-10"	14 @ 3'- 1½"	2 @ 2'-4"	6 @ 5'-1"	4 @ 3'-9½"					
44" X 27"	3.635'	1.631	101	0.185	4"	8 @ 6'-7½"	14 @ 3'- 1½"	2 @ 2'-4"	6 @ 5'-10"	4 @ 3'-9½"					
51" X 31"	4.068'	1.942	113	0.245	4½"	8 @ 7'-5½"	16 @ 3'- 1½"	2 @ 2'-4"	6 @ 6'-6"	4 @ 3'-9½"					
58" X 36"	4.500'	2.269	120	0.318	5"	8 @ 8'-3"	16 @ 3'- 1½"	2 @ 2'-4"	6 @ 7'-2½"	4 @ 3'-9½"					
65" X 40"	4.875'	2.575	130	0.394	5½"	8 @ 9'-0"	18 @ 3'- 1½"	2 @ 2'-4"	6 @ 7'-10"	4 @ 3'-9½"					
73" X 45"	5.333'	2.966	139	0.489	6"	8 @ 9'-10½"	18 @ 3'- 1½"	2 @ 2'-4"	6 @ 8'-7"	4 @ 3'-9½"					
88" X 54"	6.167'	3.765	156	0.688	7"	8 @ 11'-6"	20 @ 3'- 1½"	2 @ 2'-4"	6 @ 10'-0"	4 @ 3'-9½"					

- NOTES: 1. ONE (1) PIPE OPENING HAS BEEN DEDUCTED FROM THE STRUCTURE.
2. FOR EACH ADDITIONAL FOOT OF INLET HEIGHT, ADD 0.184 yd³ CLASS "B" CONCRETE AND 17 lbs REINFORCING STEEL.
3. 4 BARS "B" AND 2 BARS "C" REQUIRED PER EACH ADDITIONAL FOOT OF INLET HEIGHT.
4. WEIGHT OF FRAME CASTING = 244 lbs.
WEIGHT OF GRATE = SEE SHEET IG-2.

GENERAL NOTES:

- QUANTITIES SHOWN WILL BE THE BASIS OF PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE.
- CONCRETE SHALL BE CLASS "B" CONCRETE AND REINFORCING STEEL SHALL BE DEFORMED BARS.
- THE CONTRACTOR HAS THE OPTION TO PROVIDE GRATE NO. 1 OR GRATE NO. 2 AS SHOWN ON SHEET IG-2.
- FRAME TO BE GRAY IRON CASTING, (AASHTO M 105, CLASS 30).

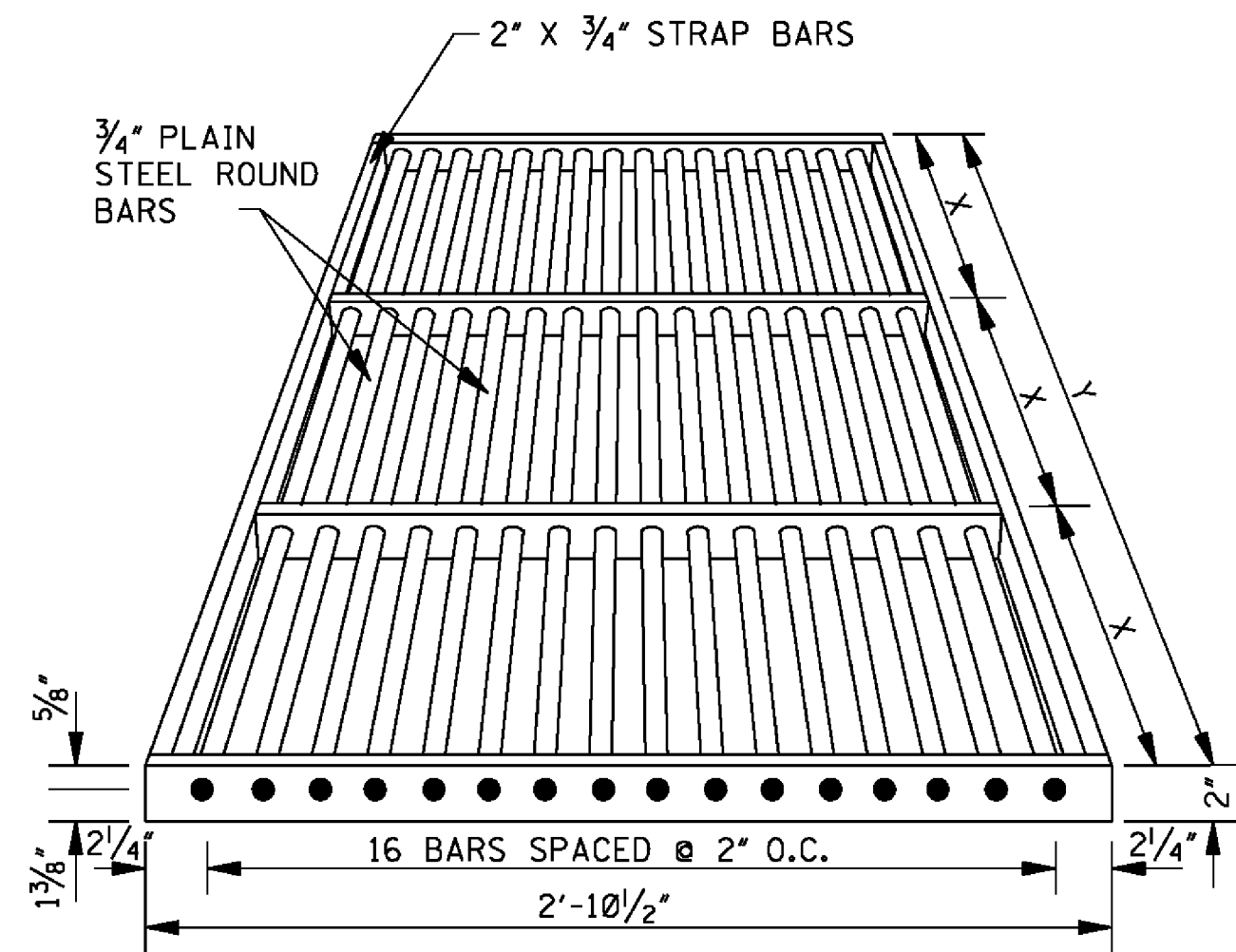
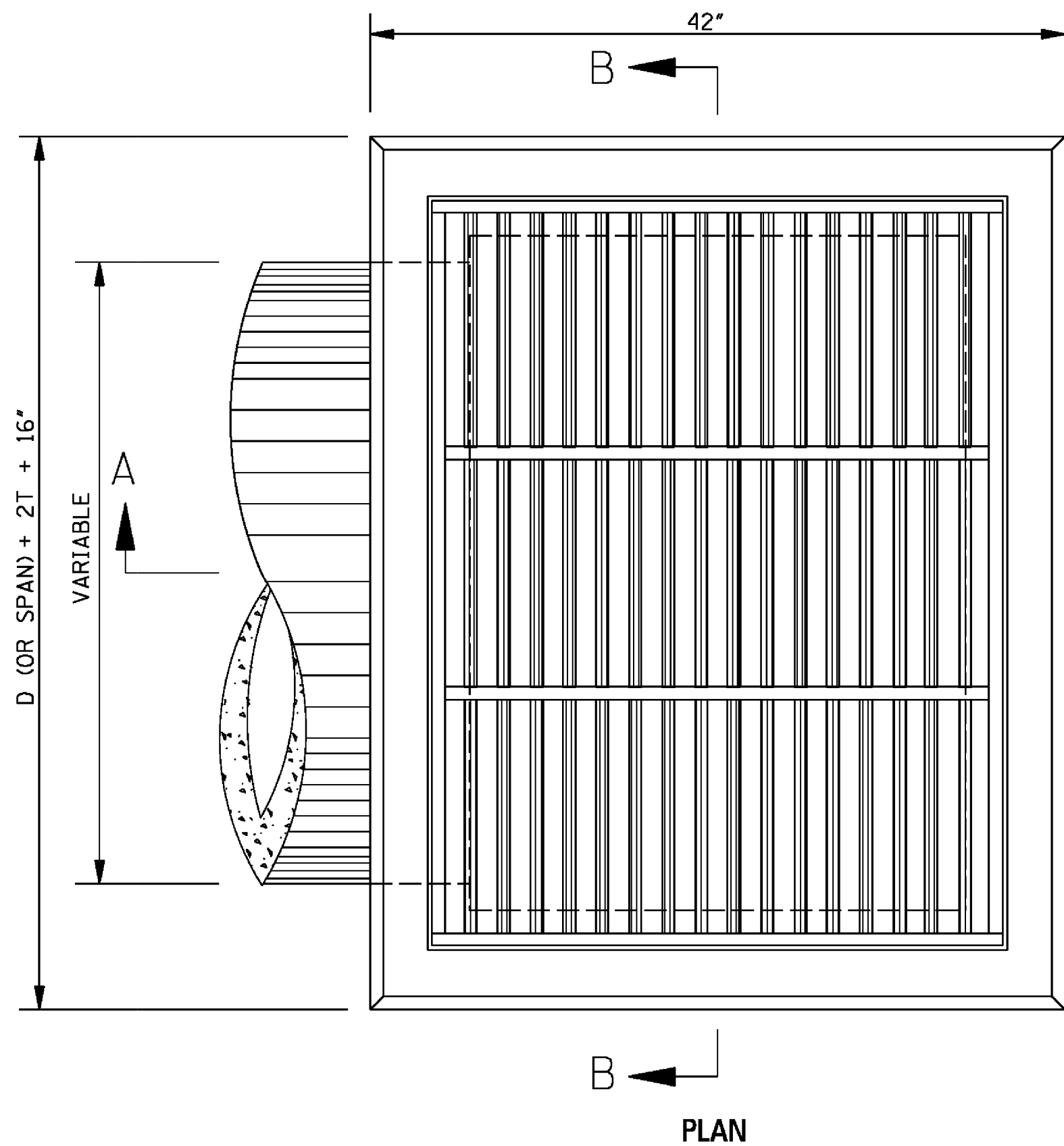


			BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
			REVISION	
			DATE	
			ISSUE DATE:	AUGUST 01, 2017
			WORKING NUMBER	SS-3
			SHEET NUMBER	6525

STATE	PROJECT NO.
MISS.	

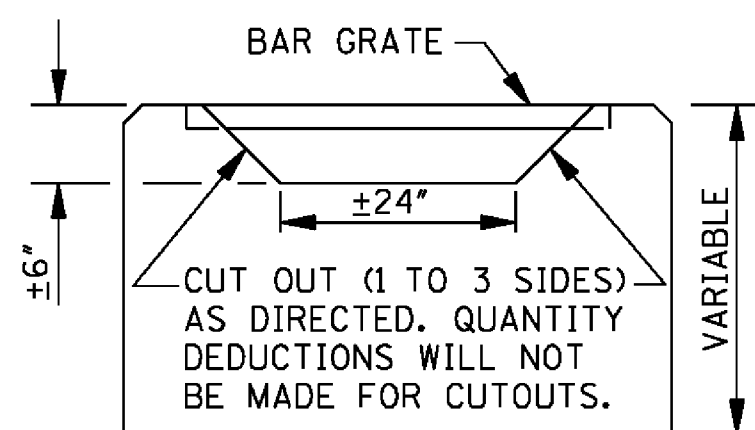
"A", #4 BARS	AS PER TABLE
"B", #4 BARS	D (OR SPAN) + 2T + 9"
"C", #4 BARS	34"
"D", #4 BARS	D (OR RISE) + T + 4"

BARS "A", "B", "C" & "D"

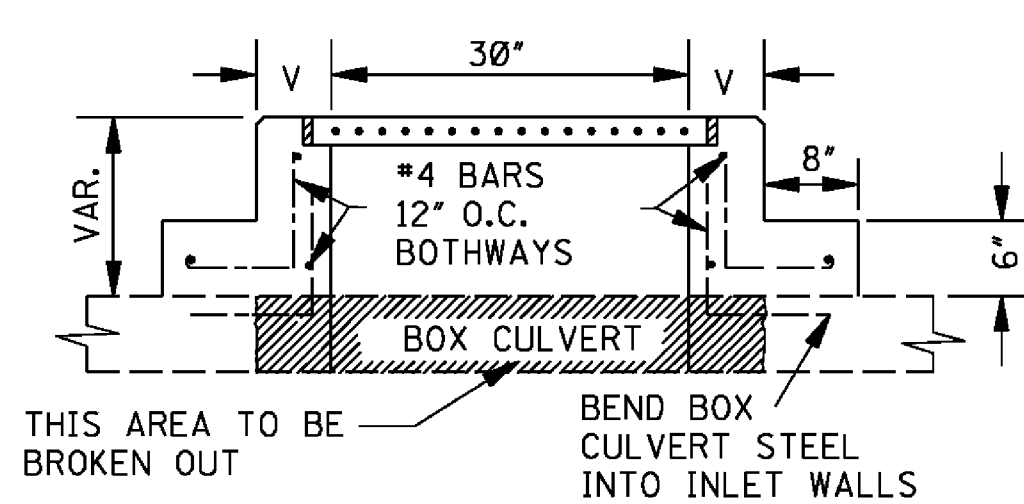


BAR GRATE DETAILS

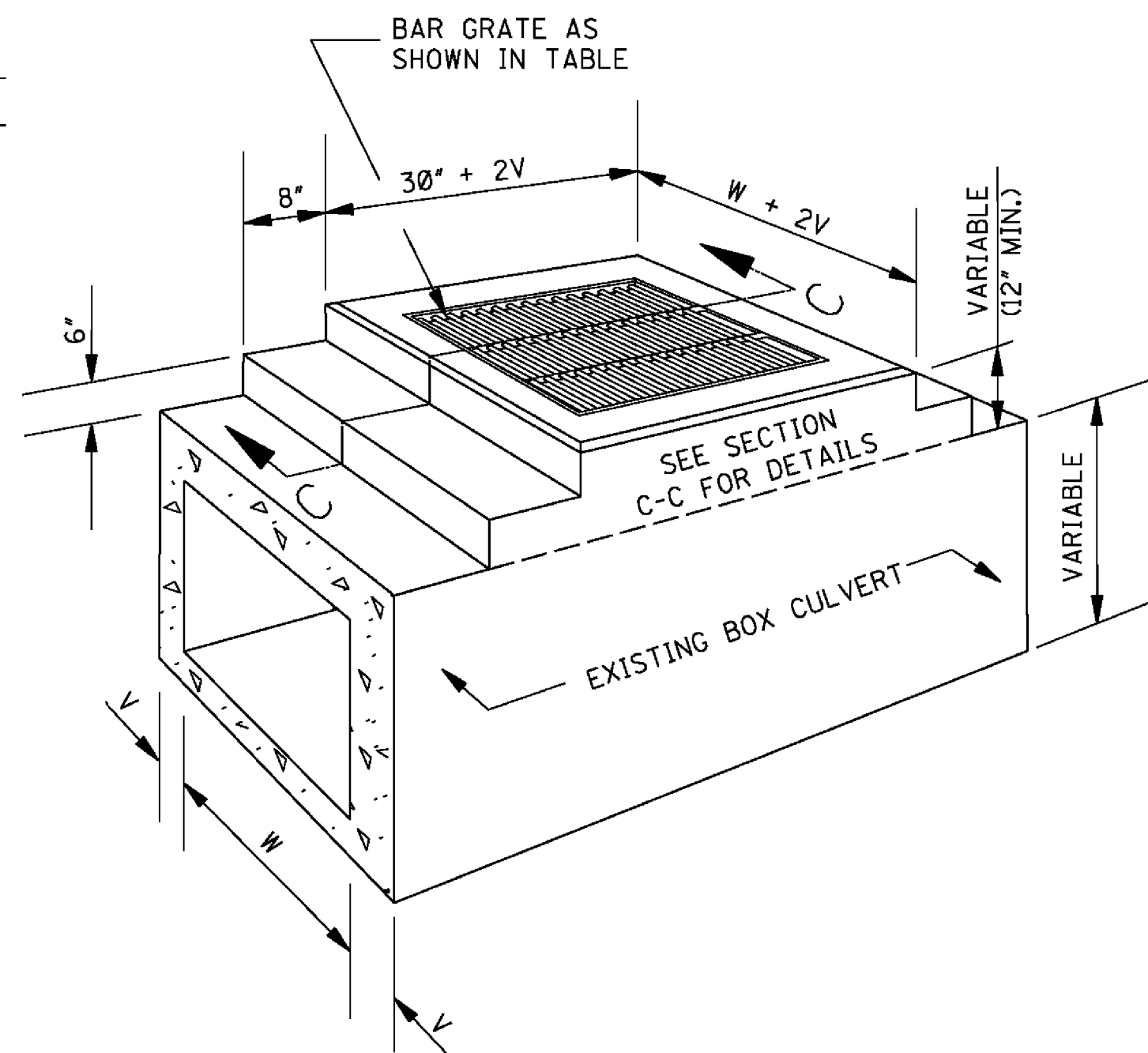
NOTE: JUNCTIONS OF ROUND AND STRAP BARS SHALL BE WELDED. GRATE SHALL BE SHOP COATED WITH APPROVED EPOXY MASTIC PAINT.



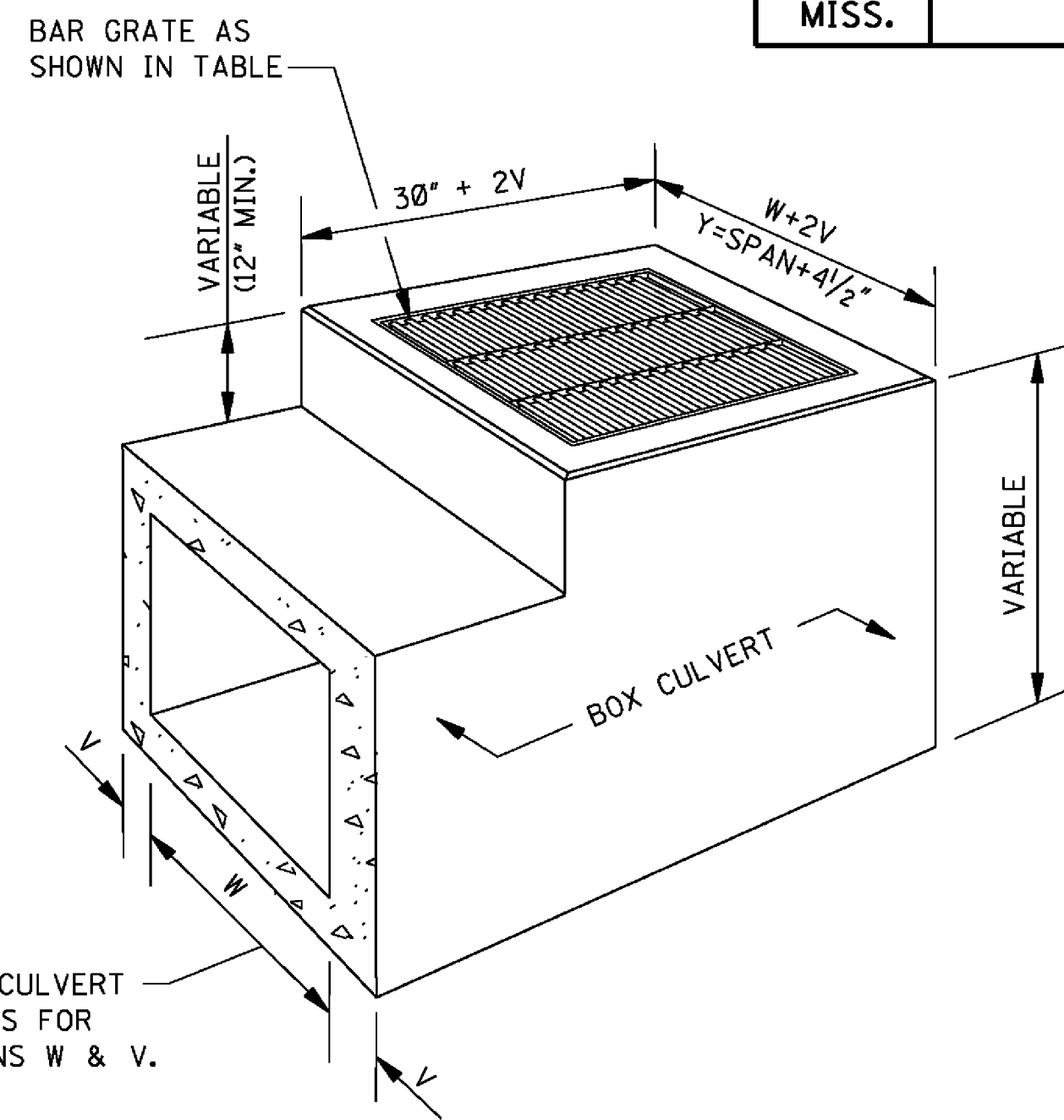
ELEVATION
MODIFIED PIPE OR
BOX CULVERT INLET



SECTION C-C



SECTIONAL PERSPECTIVE
INLET ON EXISTING BOX CULVERT



SECTIONAL PERSPECTIVE
INLET USED IN LIEU OF HEADWALLS

LENGTH AND WEIGHT OF GRATING									
PIPE INLETS					BOX CULVERT INLETS				
PIPE SIZE	Y	X	NO. X-SPANS	WEIGHT (lbs)	BOX CULVERT SIZE	Y	X	NO. X-SPANS	WEIGHT (lbs)
18"	2'-7 1/2"	1'-3 3/4"	2	127	2' X 2'	2'-4 1/2"	1'-2 1/4"	2	119
22" X 13"	2'-11 1/2"	1'-5 3/4"	2	139	3' X 2'	3'-4 1/2"	1'-1 1/2"	3	166
24"	3'-2 1/2"	1'-7 1/4"	2	147	4' X 2'	4'-4 1/2"	1'-5 1/2"	3	200
29" X 18"	3'-7"	1'-2 1/2"	3	173	5' X 2'	5'-4 1/2"	1'-4 1/8"	4	247
30"	3'-9 1/2"	1'-3 3/4"	3	180	6' X 2'	6'-4 1/2"	1'-3 3/4"	5	293
36"	4'-4 1/2"	1'-5 1/2"	3	200	7' X 2'	7'-4 1/2"	1'-5 1/2"	5	328
42"	4'-11 1/2"	1'-2 1/8"	4	232	8' X 2'	8'-4 3/4"	1'-4 3/4"	6	374
48"	5'-6 1/2"	1'-4 1/8"	4	252	3' X 3'	3'-4 1/2"	1'-1 1/2"	3	166
54"	6'-1 1/2"	1'-6 3/8"	4	272	4' X 3'	4'-4 1/2"	1'-5 1/2"	3	200
60"	6'-8 1/2"	1'-4 3/8"	5	305	5' X 3'	5'-4 1/2"	1'-4 1/8"	4	247
					6' X 3'	6'-4 1/2"	1'-3 3/4"	5	293

QUANTITIES															
PIPE SIZE	MIN. DEPTH TO F.L.	MIN. DEPTH INLET		EACH ADDED FOOT		PIPE OPENING DEDUCTION (yd³)	T	BARS/SIZES							
		CONC * (yd³)	STEEL (lbs)	CONC (yd³)	STEEL (lbs)			"A"		"B"		"C"		"D"	
								#4	#4	#4	#4	#4	#4	#4	#4
								NO. @ LGTH.	NO. @ LGTH.	NO. @ LGTH.	NO. @ LGTH.	NO. @ LGTH.	NO. @ LGTH.		
18"	2.209'	0.623	42	0.213	13	0.053	2½"	2 @ 21"	8 @ 32"	7 @ 34"	9 @ 24½"				
22" X 13"	1.833'	0.586	42	0.225	14	0.053	2½"	2 @ 25"	8 @ 36"	7 @ 34"	9 @ 20"				
24"	2.750'	0.800	55	0.235	14	0.091	3"	2 @ 25"	9 @ 39"	9 @ 34"	9 @ 31"				
29" X 18"	2.250'	0.742	57	0.248	16	0.087	3"	2 @ 30"	9 @ 43½"	9 @ 34"	11 @ 25"				
30"	3.292'	0.992	70	0.256	16	0.138	3½"	2 @ 30"	9 @ 46"	11 @ 34"	11 @ 37½"				
36"	3.834'	1.198	85	0.278	17	0.196	4"	2 @ 33"	10 @ 53"	13 @ 34"	11 @ 44"				
42"	4.375'	1.418	93	0.299	18	0.263	4½"	2 @ 36"	10 @ 60"	13 @ 34"	11 @ 50½"				
48"	4.917'	1.653	109	0.321	19	0.340	5"	2 @ 39"	11 @ 67"	15 @ 34"	11 @ 57"				
54"	5.458'	1.902	136	0.343	21	0.427	5½"	2 @ 42"	12 @ 74"	19 @ 34"	13 @ 63½"				
60"	6.000'	2.165	146	0.364	21	0.524	6"	2 @ 47"	12 @ 81"	19 @ 34"	13 @ 70"				

*NOTE: ONE (1) PIPE OPENING HAS BEEN DEDUCTED FROM THE STRUCTURE.

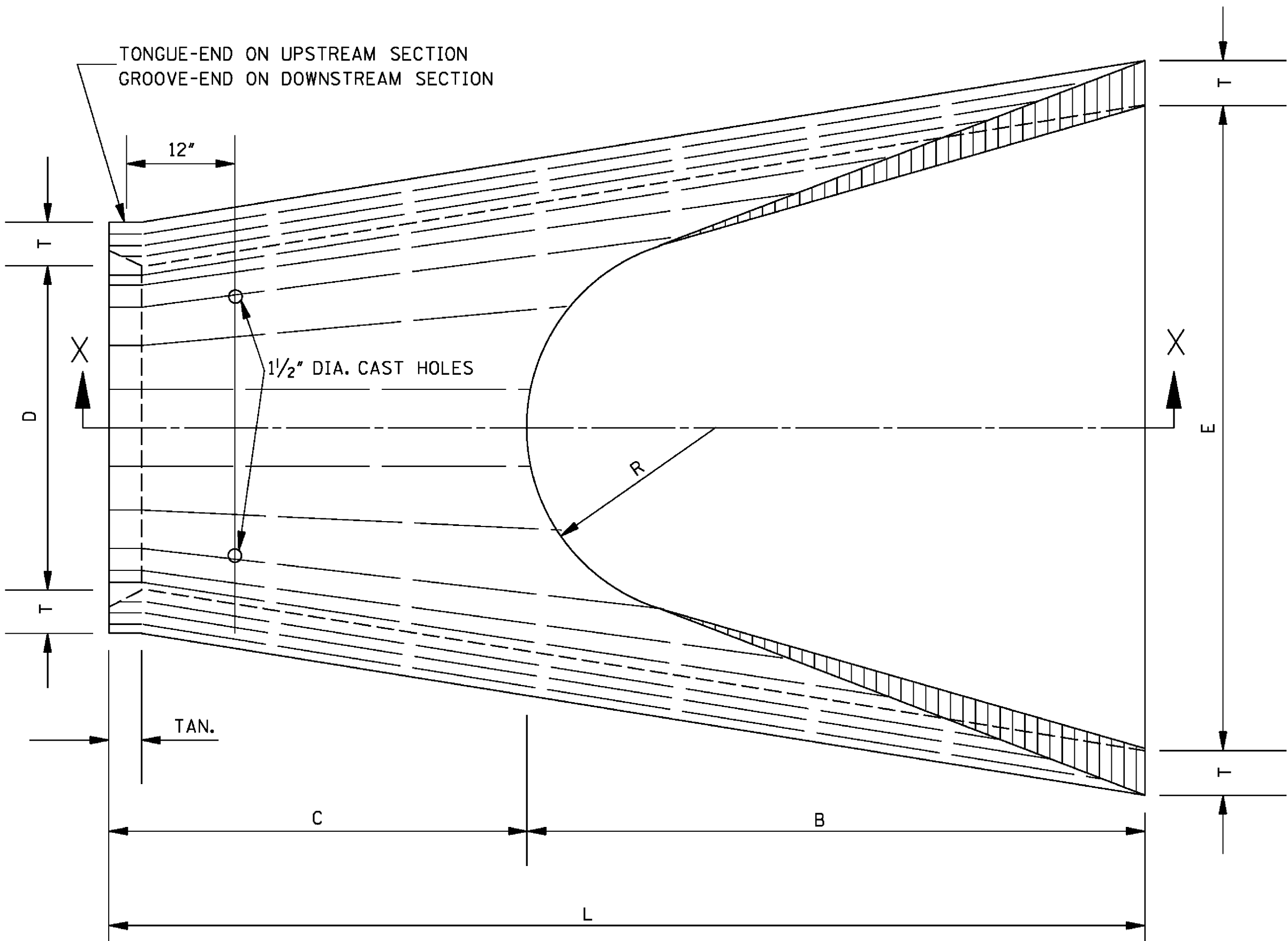
GENERAL NOTES:

- QUANTITIES SHOWN WILL BE THE BASIS OF PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE.
- BOX CULVERTS:
 - UNLESS OTHERWISE SHOWN, THE DETAILS OF THE BOX CULVERT INLETS SHALL CONFORM TO THOSE SHOWN FOR THE PIPE INLETS.
 - BOX CULVERT REINFORCEMENT SHALL BE CONTINUED AND RESHAPED TO ACCOMMODATE THE INLET BOX. ADDITIONAL BARS SHALL BE THE SAME DIAMETER AS THOSE IN THE BOX CULVERT AND THE CONCRETE SHALL BE THE SAME. QUANTITIES SHALL BE COMPUTED IN CONJUNCTION WITH QUANTITIES FOR BOX CULVERT.

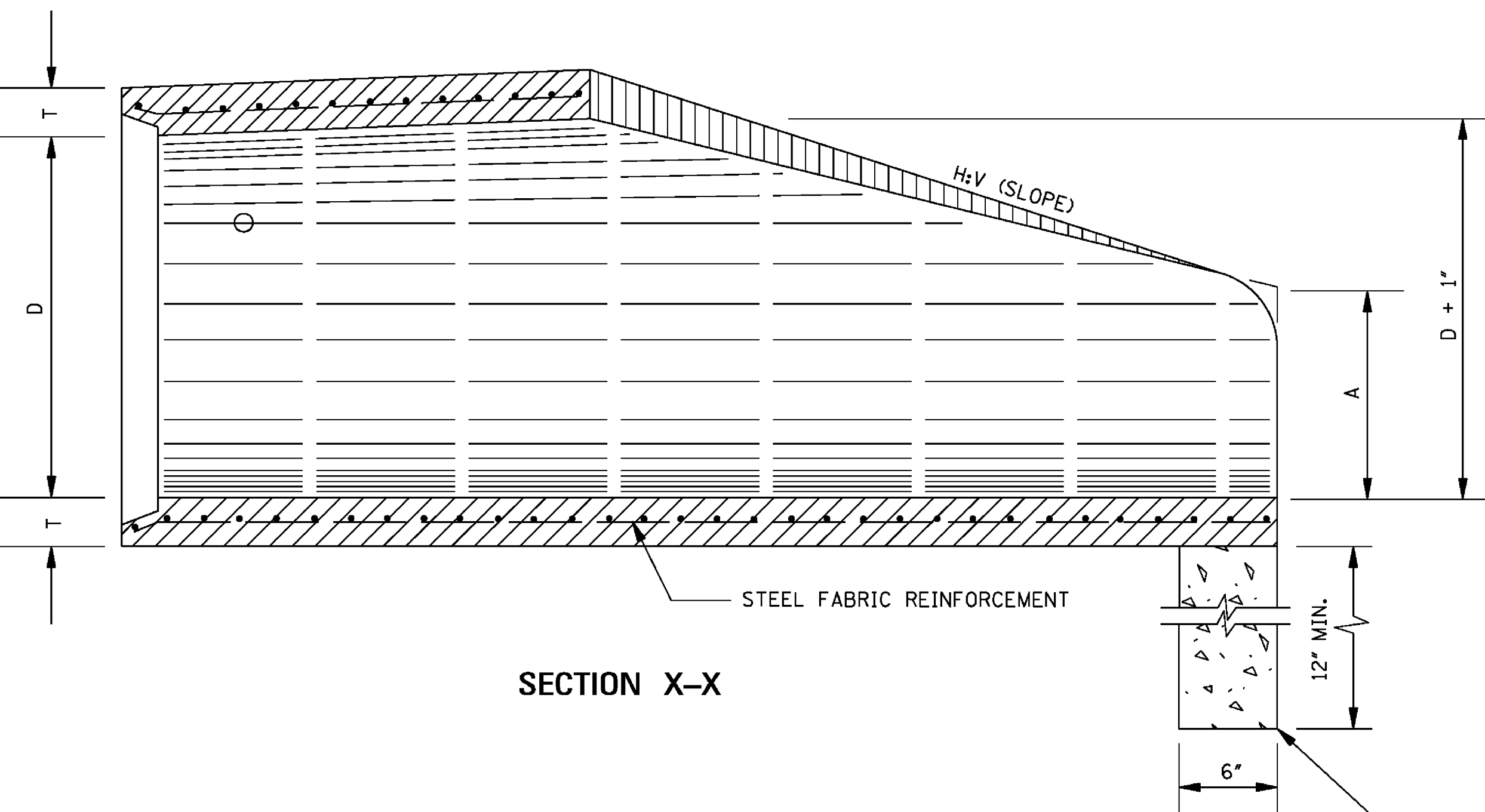
BY	REVISION	DATE	ISSUE DATE: AUGUST 01, 2017
MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN			
DROP INLET AND GRATE DETAILS FOR PIPE AND BOX CULVERTS			
WORKING NUMBER B-9			
SHEET NUMBER 6527			

BELL AND SPIGOT END OPTION

NOTE: BELL-END ON DOWNSTREAM SECTION
SPIGOT-END ON UPSTREAM SECTION.



PLAN OF DOWNSTREAM END



SECTION X-X

TOE WALL REQUIRED ON ALL FLARED END SECTIONS. TO BE PAID FOR AS CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES.

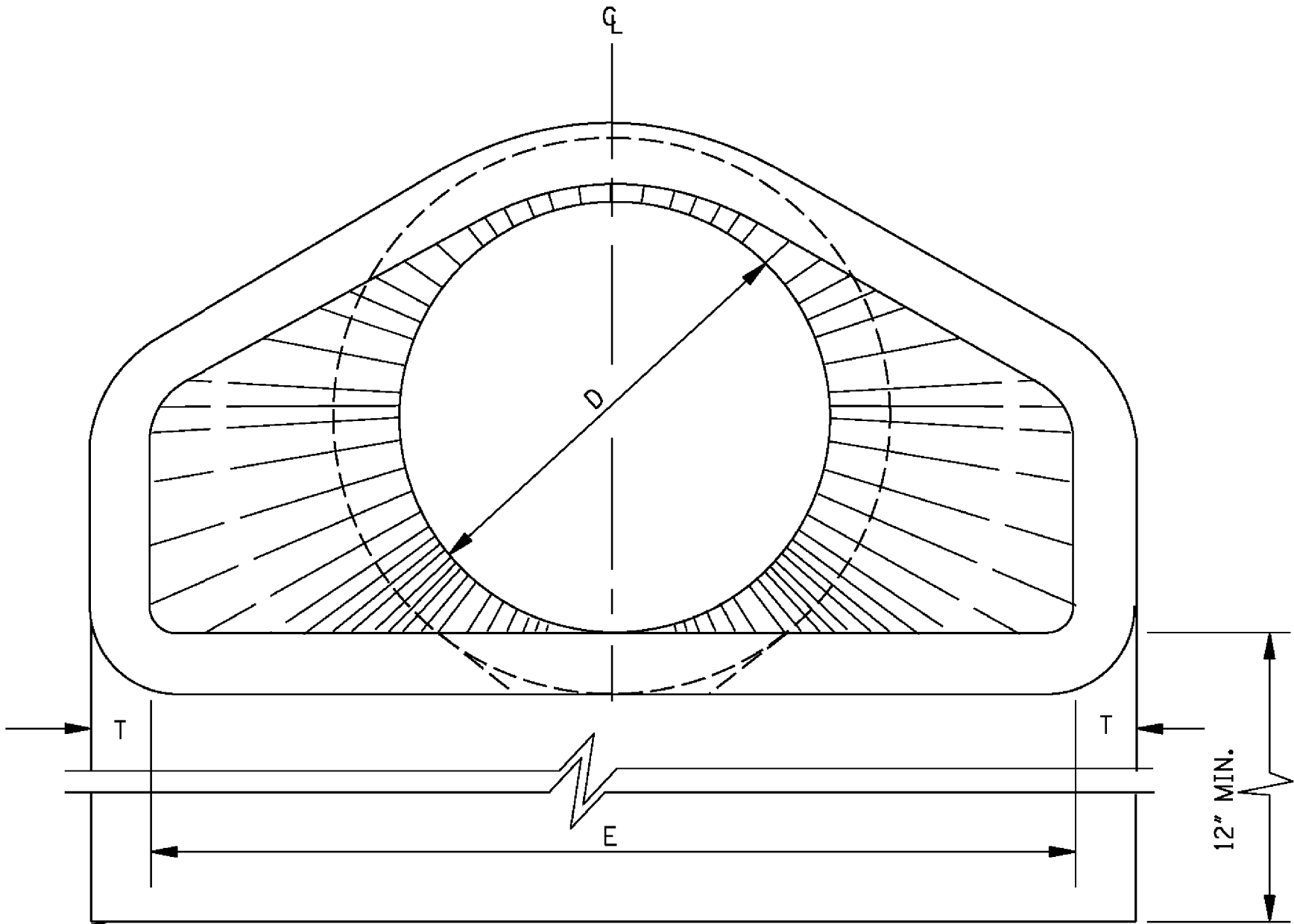
TABLE OF DIMENSIONS							
D	T	H:V	A	B	C	E	L
15"	2/4"	3:1	6"	2'-3"	4'-1"	2'-8"	6'-1"
18"	2/2"	3:1	9"	2'-3"	3'-10"	3'-0"	6'-1"
24"	3"	3:1	10"	3'-8"	2'-6"	4'-0"	6'-2"
30"	3/2"	3:1	1'-0"	4'-6"	1'-8"	5'-0"	6'-2"
36"	4"	3:1	1'-3"	5'-3"	2'-11"	6'-0"	8'-2"
42"	4/2"	3:1	1'-9"	5'-3"	2'-11"	6'-6"	8'-2"
48"	5"	3:1	2'-0"	6'-0"	2'-2"	7'-0"	8'-2"
54"	5/2"	3:1	2'-4"	6'-6"	1'-10"	7'-6"	8'-4"
* 60"	6"	3:1	2'-10"	6'-6"	1'-10"	8'-0"	8'-4"
* 66"	6/2"	3:1	3'-4"	6'-6"	1'-10"	8'-6"	8'-4"
* 72"	7"	3:1	3'-10"	6'-6"	1'-10"	9'-0"	8'-4"

* NOTE: SEE GENERAL NOTE 2.

TOE WALL CONC. QUANTITY (yd ³)
0.056
0.063
0.083
0.102
0.123
0.134
0.145
0.156
0.167
0.177
0.188

GENERAL NOTES:

- REINFORCEMENT SHALL CONFORM TO THE REQUIREMENTS OF REINFORCED CONCRETE PIPE OF LIKE DIAMETER PER AASHTO M 170, TABLE 2, WALL B.
- 2 - 1/2" DIA. CAST HOLES REQUIRED AS SHOWN TO ACCOMMODATE 2 - 1" DIA. TIE BOLTS, USED IN TIEING SECTION TO PIPE CULVERT.
- LENGTH (L) OF A BELL-END OPTION MAY VARY BY A NOMINAL EXTENSION ON THE BELL END.
- FLARED END SECTIONS SHOULD BE REGARDED AS OBSTACLES UNDER THE BELOW CONDITIONS AND AS SUCH SHOULD BE LOCATED OUTSIDE OF THE CLEAR ZONE:
 - CROSS DRAINS WITH SINGLE ROUND PIPES OF DIAMETER GREATER THAN 36" OR EQUIVALENT FOR ARCH PIPES.
 - CROSS DRAINS WITH MULTIPLE ROUND PIPES OF DIAMETER GREATER THAN 30" OR EQUIVALENT FOR ARCH PIPES.
 - PARALLEL SIDE DRAINS WITH SINGLE ROUND PIPES OF DIAMETER GREATER THAN 24" OR EQUIVALENT FOR ARCH PIPES.
- ALL SIZES OF FLARED END SECTIONS FOR CIRCULAR CONCRETE PIPE MAY BE FURNISHED WITH EITHER BELL AND SPIGOT OR TONGUE AND GROOVE ENDS.



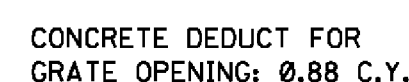
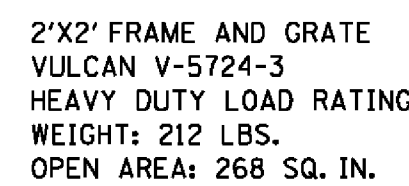
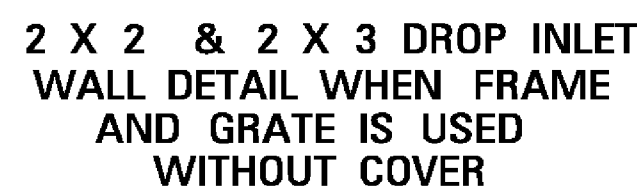
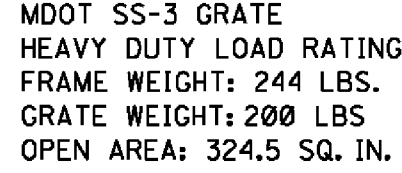
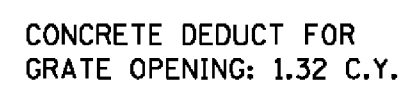
END ELEVATION

MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
FLARED END SECTION FOR CONCRETE PIPE	
MDOT MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
WORKING NUMBER FE-1	
SHEET NUMBER 6530	
DATE	ISSUE DATE: AUGUST 01, 2017

*BASED ON 5" WALL THICKNESS; FOR 3 1/2" WALL, MULTIPLY BY 0.694

NOTE: CONCRETE CUBIC YARDS PER INLET/JUNCTION BOX = $\text{BOTTOM} + (\text{TOTAL RISER HEIGHT (FT)} \times \text{C.Y./FT}) + (\text{COVER} - \text{GRATE OPENING}) - \text{ANY HOLE OPENINGS}$

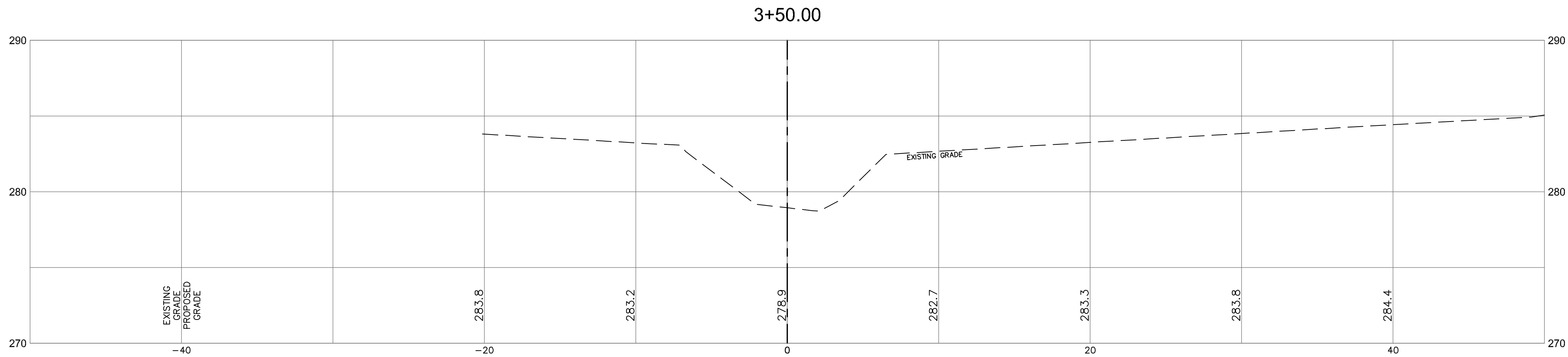
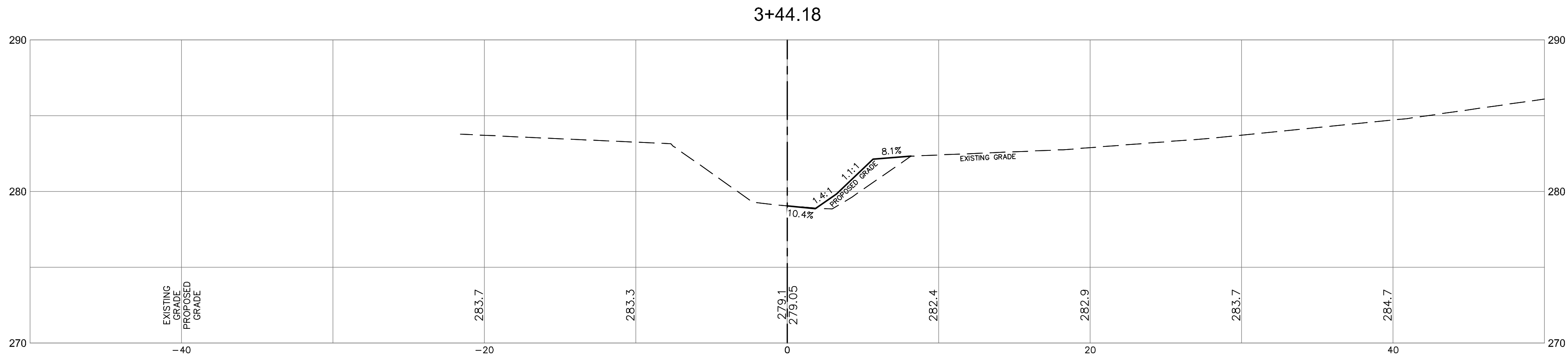
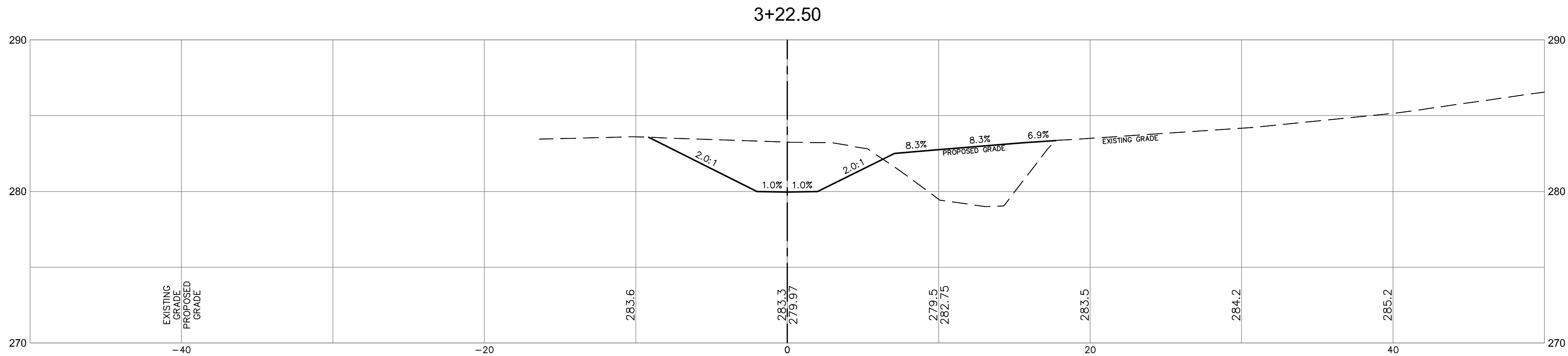
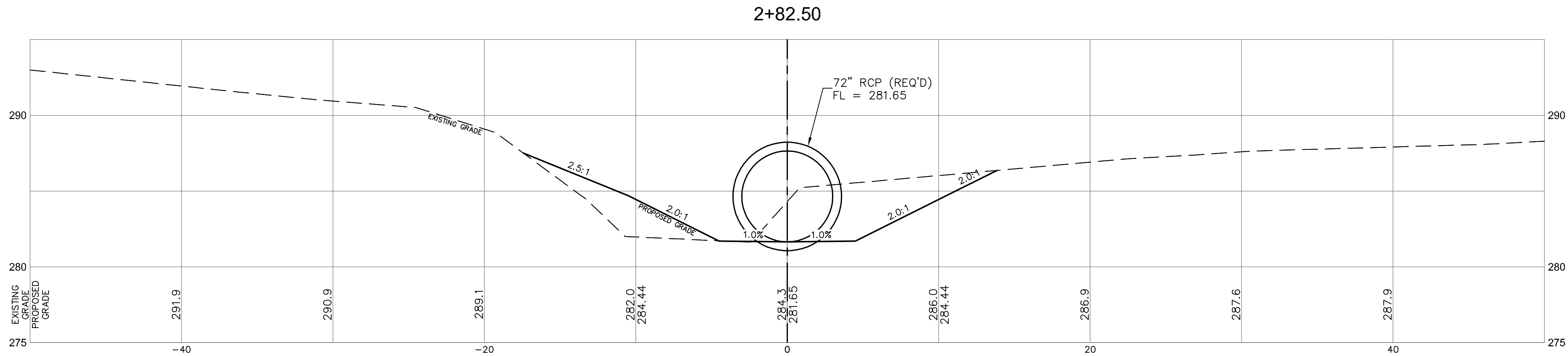
NOTE: REINFORCEMENT STEEL (LBS PER INLET/JUNCTION BOX) = BOTTOM + TOTAL FOR EACH RISER (TOP PLUS ANY INTERIOR RISERS) (BASE HEIGHT + TOTAL HEIGHT OF RISERS) + COVER; HOLE AND GRATE OPENINGS NOT DEDUCTED



1. CONCRETE SHALL HAVE COMPRESSIVE STRENGTH OF 4000 PSI MINIMUM AT 28 DAYS.
2. REINFORCING FOR BOTTOM AND WALLS SHALL BE WELDED WIRE FABRIC, ASTM A-185, AND OF THE AREA AS SHOWN IN THE TABLE.
3. REINFORCING FOR COVER SHALL BE ASTM A615/A, AND OF THE SIZE AS SHOWN IN THE TABLE AND DRAWINGS.
4. JOINT TO BE SEALED WITH FLEXIBLE PLASTIC GASKET FOR JOINT CONDUIT, AASHTO SPECIFICATION M-198 OR MDOT SPECIFICATION.
5. 2 1/2" LIFTING HOLES TO BE LOCATED ON EACH SIDE OF BOX SECTIONS FOR HANDLING.
6. GROUT FOR JOINING PIPE TO PRECAST UNITS WILL BE A COMMERCIAL MASONRY GROUT MEETING MDOT SPECIFICATIONS.
7. WHEN INTERIOR RISER UNITS ARE REQUIRED, UNITS SHALL BE MARKED TO IDENTIFY EACH UNIT.
8. CONCRETE & REINFORCING STEEL FOR PRECAST INLETS AND JUNCTION BOXES SHALL BE PAID FOR AS THE CALCULATED QUANTITY SHOWN ON THE RECAP SHEET FOR CAST-IN-PLACE INLETS & JUNCTION BOXES.

DRAWING No.: 11248R

G:\PROJECTS\Hattiesburg_City of 11248 - Infrastructure Improvements Along Lamar Boulevard\11248 CAD Files\Roadway\11248_Rdwy_XSec_Ditch.dwg, XSI, 6/12/2020 12:46:56 PM



NO.	DATE	DESCRIPTION	BY
CROSS SECTIONS – LOWER DRAIN			
LAMAR BOULEVARD RECONSTRUCTION CITY OF HATTIESBURG LAMAR COUNTY, MISSISSIPPI			
 Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: RES		Checked by: SEM	Scale: 1"
Date: 04-06-2020		Working No. <u>XS1</u>	
Drawing No.: 11248R		Sheet No. <u>901</u>	



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, September 8, 2020

Re: Approve Lighting Agreement with Mississippi Power Company for additional lighting on W 4th Street from Highway 49 to W 7th Street for a monthly increase of \$202.13, and authorize the Mayor to execute the same.
File Number: 2020-601
Minute Book #

Summary

Approve Lighting Agreement with Mississippi Power Company for additional lighting on W 4th Street from Highway 49 to W 7th Street for a monthly increase of \$202.13, and authorize the Mayor to execute the same.

Recommendation Statement

I am recommending approval of lighting agreement with Mississippi Power Company for additional lighting on W 4th Street from Highway 49 to W 7th Street.

Please place this on the September 8, 2020 City Council meeting for consideration.

COBRA HEADS		Quantity Removed	Quantity Installed	DISCONTINUED	Quantity Removed	Quantity Installed
100 watt H.P.S.		0	0	0 180 watt Incandescent	0	0
150 watt H.P.S.		1	0	0 400 watt Incandescent	0	0
250 watt H.P.S.		0	0	0 175 watt Mercury Vapor	0	0
400 watt H.P.S.		15	0	0 150 watt H.P.S.-Contemporary	0	0
1000 watt H.P.S.		0	0	0 400 watt Mercury Vapor	0	0
350 watt M.H.		0	0	0 100 watt H.P.S.-Open Bottom	0	0
				0 400 watt M.H.-Floodlight	0	0
				250 watt H.P.S.	0	0
FLOODLIGHTS				0 400 watt H.P.S.	0	0
120 watt LED		0	0	0 350 watt M.H.	0	0
150 watt H.P.S.		0	0	0 202 watt LED Medium Evolve	0	0
250 watt H.P.S.		0	0	0 100 watt H.P.S.-Cut-off	0	0
350 watt M.H.		0	0	0 150 watt H.P.S.-Cut-off	0	0
360 watt LED		0	0	0 250 watt H.P.S.-Cut-off	0	0
400 watt H.P.S.		0	0	0 400 watt H.P.S.-Cut-off	0	0
400 watt H.P.S. Interstate		0	0	0 1000 watt M.H. Flood	0	0
1000 watt H.P.S.		0	0	86' watt LED Salem Post Top	0	0
				POLES		
DECORATIVE				20' Tapered alum black pole	0	0
Post Top Fixtures				0 25' FG gray (Discontinued)	0	0
50 watt LED-Colonial		0	0	0 25' FG black (Discontinued)	0	0
100 watt H.P.S.-Colonial		0	0	0 35' concrete Sq.	0	0
150 watt H.P.S.-Colonial		0	0	0 18' concrete br agg	0	0
75 watt LED Acorn		0	0	0 18' concrete gr agg	0	0
150 watt H.P.S.-Acorn		0	0	0 18' concrete bl agg	0	0
150 watt H.P.S.-Coach		0	0	0 35' FG dark bronze	0	0
150 watt M.H.-Acorn		0	0	40' FG dark bronze	0	0
				45' FG dark bronze	0	0
Galleria Fixtures				0 Wood 30 - 40	0	0
400 watt H.P.S.		0	0	0 Wood over 40	0	0
1000 watt H.P.S.		0	0	0 35' FG dark bronze bolted base	0	0
350 watt M.H.		0	0	40' FG dark bronze bolted base	0	0
1,000 watt (Large) M.H.		0	0	45' FG dark bronze bolted base	0	0
				Concrete Pedestal alone	0	0
SPECIAL FIXTURES						
150 watt M.H.-Acorn w/shade		0	0			
90 watt LED Area		0	0			
110 watt LED Area		0	6			
190 watt LED Area		0	16			
280 watt LED Area		0	1			
320 watt LED Area		0	0			
350 watt MH Pendant Teardrop		0	0			
420 watt LED Area		0	0			

April 1, 2020

Results

Removed Monthly Charges:

Installed Monthly Charges:

Net Difference:

\$319.93!

\$522.06

\$202.13!

DATE: 8/17/20

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 59841-82000

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

TO: MISSISSIPPI POWER COMPANY, ATTN. : (MPC LIGHTING SERVICES) P.O. Box 4079,

Gulfport, MS 39502 or Email: (G2MPCLSVC@southernco.com)

DATE MAIL/EMAIL RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL). Developer understands and agrees that OL provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS		
150 WATT HPS	Remove - 1	
250 WATT HPS		
400 WATT HPS	Remove - 15	
1000 WATT HPS		
350 WATT MH		
LED FIXTURES		
110 WATT LED	Install - 6	W 4th St from Hwy 49 to W 7th St
190 WATT LED	Install - 16	Monthly Increase \$202.13
280 WATT LED	Install - 1	
OTHER FIXTURES		

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE MAIL OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT.
AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, September 8, 2020

Re: Approve Lighting Agreement with Mississippi Power Company for additional lighting at 406 and 408 S 16th Avenue for a monthly increase of \$12.33, and authorize the Mayor to execute the same.
File Number: 2020-616
Minute Book #

Summary

The City is requesting approval of the Lighting Agreement with Mississippi Power Company for additional lighting at 406 and 408 S 16th Avenue for a monthly increase of \$12.33, and authorize the Mayor to execute the same.

Recommendation Statement

I am recommending approval of the Lighting Agreement with Mississippi Power Company for additional lighting at 406 and 408 S 16th Avenue.

Please place this on the September 8, 2020 City Council meeting for consideration.

DATE: 8/25/20

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 59841-82000

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

TO: MISSISSIPPI POWER COMPANY, ATTN. : (MPC LIGHTING SERVICES) P.O. Box 4079,

Gulfport, MS 39502 or Email: (G2MPCLSV@southernco.com)

DATE MAIL/EMAIL RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL). Developer understands and agrees that OL provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	_____	<u>Between 406 & 408 S 16th Ave</u>
150 WATT HPS	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____
LED FIXTURES		
90 WATT LED	<u>Install 1</u>	<u>Monthly increase \$12.33</u>
110 WATT LED	_____	_____
190 WATT LED	_____	_____
280 WATT LED	_____	_____
OTHER FIXTURES		
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE MAIL OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT. AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc: Lamar Rutland

Date: Tuesday, September 8, 2020

Re: Approve Lighting Agreement with Mississippi Power Company for additional lighting at 13 Evans Street for a monthly increase of \$12.33, and authorize the Mayor to execute the same.
File Number: 2020-617
Minute Book #

Summary

Approve Lighting Agreement with Mississippi Power Company for additional lighting at 13 Evans Street for a monthly increase of \$12.33, and authorize the Mayor to execute the same.

Recommendation Statement

I am recommending approval of Lighting Agreement with Mississippi Power Company for additional lighting at 13 Evans Street.

Please place this on the September 8, 2020 City Council meeting for consideration.

DATE: 8/12/20

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 59841-82000

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

TO: MISSISSIPPI POWER COMPANY, ATTN. :(MPC LIGHTING SERVICES) P.O. Box 4079,

Gulfport, MS 39502 or Email: (G2MPCLSVC@southernco.com)

DATE MAIL/EMAIL RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL). Developer understands and agrees that OL provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
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COBRA HEAD FIXTURES

100 WATT HPS	_____	_____
150 WATT HPS	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____

LED FIXTURES

90 WATT LED	<u>Install - 1</u>	<u>13 Evans St - Requested by Cheryl Fluker</u>
110 WATT LED	_____	<u>Monthly Increase \$12.33</u>
190 WATT LED	_____	_____
280 WATT LED	_____	_____

OTHER FIXTURES

_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE MAIL OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT.

AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



Quote#: Q-49492
Expires: 7/1/2020

RENEWAL ORDER FORM

Order Type: Renewal
Date: 7/16/2020

Bill To: CITY OF HATTIESBURG
200 FORREST ST
HATTIESBURG, MS 39401 USA
Bill To Contact:

Ship To: CITY OF HATTIESBURG
200 FORREST ST
HATTIESBURG, MS 39401 USA

Payment Terms: Net 30 Days
Customer PO Number:
Subscription Term: 12 Months
Billing Frequency: Monthly
Billing Type: Arrears

Currency: USD
Solution ID: 6110151

Contract Summary

Contract Period Start Date: 9/30/2020
Contract Period End Date: 9/29/2021

Total Price: USD 119,577.38

The Total Price is the total billable amount (pre-tax) for the contract period listed above.

Annualized Contract Value: USD 119,510.40

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

SaaS Application

Product Name	Duration	Quantity	Monthly Total	Total Price
WORKFORCE PAYROLL V8 SAAS	12	800	USD 2,993.87	USD 35,926.43
WORKFORCE HR V8 SAAS	12	800	USD 2,993.87	USD 35,926.43
WORKFORCE MOBILE MANAGER V8 SAAS	12	80	USD 0.00	USD 0.00
WORKFORCE MANAGER V8 SAAS	12	80	USD 0.00	USD 0.00
WORKFORCE INTEGRATION MANAGER V8 SAAS	12	800	USD 0.00	USD 0.00
WORKFORCE TIMEKEEPER V8 SAAS	12	800	USD 2,993.87	USD 35,926.43
WORKFORCE ABSENCE MANAGER V8 SAAS	12	800	USD 847.97	USD 10,175.69
WORKFORCE ADMINISTRATOR HR/PR V8 SAAS	12	8	USD 0.00	USD 0.00
WORKFORCE EMPLOYEE HR/PR V8 SAAS	12	800	USD 0.00	USD 0.00
WORKFORCE MANAGER HR/PR V8 SAAS	12	80	USD 0.00	USD 0.00
WORKFORCE EMPLOYEE V8 SAAS	12	800	USD 0.00	USD 0.00
WORKFORCE MOBILE EMPLOYEE V8 SAAS	12	800	USD 0.00	USD 0.00
WORKFORCE MANAGER V6 SAAS	12	10	USD 135.20	USD 1,622.40
WORKFORCE MOBILE MANAGER V6 SAAS	12	10	USD 0.00	USD 0.00
Total Price				USD 119,577.38

Education Services

Item	Quantity	Total Price
KNOWLEDGE PASS SAAS WFC SMB	800	USD 0.00
Total Price		USD 0.00

"Support Services are subject to applicable taxes, actual tax due will be reflected on the invoice."

CITY OF HATTIESBURG	Kronos Incorporated
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

The Monthly Price on this Order Form has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your invoice. Nonetheless, the actual price on your invoice is the true and binding total for this order for purposes of amounts owed for the term



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, September 8, 2020

Re: Approve Rental Agreement between the City of Hattiesburg and RJ Young for a copier located in the MPO Division office, for a period of 48 months, at a cost of \$175.00 per month and authorize the Mayor to execute the same.
File Number: 2020-622
Minute Book #

Summary

Approve Rental Agreement between the City of Hattiesburg and RJ Young for a copier located in the MPO Division office, for a period of 48 months, at a cost of \$175.00 per month and authorize the Mayor to execute the same.

Recommendation Statement

Recommend authorization of rental agreement.

Please place this on the September 8, 2020 City Council meeting for consideration.

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by City of Hattiesburg (hereinafter referred to as Customer), and Canon (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: separate Vendor Customer Number will be required for each specific customer/installation location.

A. 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 in accordance with Paragraph 8 herein.

B. 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.

C. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this 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 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 and payment remitted in accordance with Paragraph 8 herein.

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 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.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

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 noncompatible 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: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

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: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed 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 said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name
Title
Address
City, State, & Zip Code

For the Customer:

Name
Title
Address
City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

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 and 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: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

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 obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions 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.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), 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. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) 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 (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor 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. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (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.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

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 _____ day of _____, 20__.

Vendor: RJ Young Company

By: _____

Authorized Signature

Printed Name: Hunter Sellers

Title: Account Representative

Witness my signature this the _____ day of _____, 20__.

Customer: City of Hattiesburg

By: _____

Authorized Signature

Printed Name: Toby Barker

Title: Mayor

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies 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.

State Contract Number: State Of Mississippi Contract 8200050618

Vendor Company Name: RJ Young Company

Customer Agency Name: City of Hattiesburg

Bill to Address: P.O. Box 1898 200 Forrest St., Hattiesburg, MS 39401

Ship to Address: 308 Newman St., Hattiesburg, MS 39401

<u>Description of Equipment, Software, or Services</u>	<u>Price: \$175.00 Monthly</u>
--	--------------------------------

1 - Canon iR ADV DX C3730i, Inner Finisher, Super G3 Fax Board-AZ1, and Cassette Feeding Unit.

To include all parts, labor and supplies except paper and staples for up to 3,000 B/W pages and 500 Color pages per month.

B/W overages billed per click at \$0.00809

Color overages billed per click at \$0.04095

Rental Term: 48 Months

Start Date:

End Date:

Vendor Signature

Customer Signature



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, September 8, 2020

Re: Approve and authorize issuance of manual checks for CDBG-CV Program Claims per attached Memorandum. {Entitlement CDBG-CV}
File Number: 2020-598
Minute Book #

Summary

Approve and authorize issuance of manual checks for CDBG-CV Program Claims per attached Memorandum. {Entitlement CDBG-CV}

Recommendation Statement

I recommend issuance of manual checks for CDBG-CV Program Claims per attached Memorandum

Please place this on the September 8, 2020 City Council meeting for consideration.

CHRISTIAN SERVICES

Rev. James D. Prout
President / CEO



August 7, 2020

Andrew Ellard
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

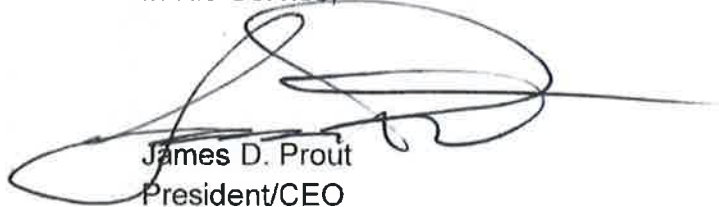
Re: Christian Services, Inc. CDBG Reimbursement Report

Please find attached information regarding those individuals who were assisted with the City of Hattiesburg CDBG CARES assistance funds. All individuals reside in the City of Hattiesburg and meet the outlined COVID-19 and income requirements.

This Reimbursement is for the Total of \$2554.53.

Thank you for allowing us to help those who are in need during this pandemic. Please let us know if you need any additional information to process this request.

In His Service,



James D. Prout
President/CEO

03-11-20P03.25 RCYH


MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard, Director
Department of Urban Development

DATE: August 13, 2020

SUBJECT: Authorize issuance of manual checks for CDBG-CV Program claims

The following request for payment is being submitted for approval during the City Council's September 8, 2020 meeting. Please authorize and approve issuance of manual checks for the claims listed below:

Recipient:	Christian Services, Inc.
Activity:	COVID-19 Utility/Rent Assistance
Program:	CDBG-CV
Project Site:	301 E. 2 nd Street
Amount Requested:	\$2,554.53
Purpose of Request:	Reimbursement



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, September 8, 2020

Re: Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum.
{Entitlement CDBG}
File Number: 2020-634
Minute Book #

Summary

Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}

Recommendation Statement

I recommend issuance of manual checks for CDBG Program Claims per attached Memorandum

Please place this on the September 8, 2020 City Council meeting for consideration.



"Breaking the Shackles of Poverty Through Services"

Breakthrough Community Services, Inc.

1313 Country Club Road

Hattiesburg, MS 39401

P 601-582-3475

F 601-582-0149

INVOICE

REIMBURSEMENT

BILL TO:

City of Hattiesburg

Department of Federal & State Programs

P. O. Box 1898, Hattiesburg, MS 39401

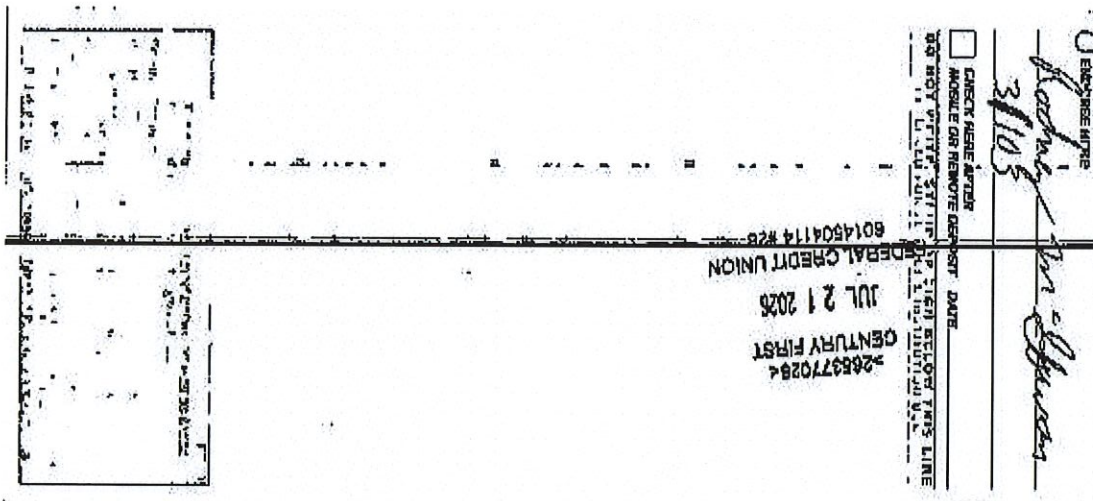
Phone: 601.545.4558

Project	Contractor	Property Address	Invoice	Date
Emergency Repair	Rodney McGowan	110 Saucier Drive	02	July 29, 2020

Quantity	Description	Unit Price	Total
1	Plumbing repair, low drain		\$350.00
			\$350.00

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!



Amount: -350.00
Description: CHECK #1004
Check Number: 1004
Posted Date: 7/22/2020
Transaction Type: History

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard, Director Department of Urban Development

DATE: September 8, 2020

SUBJECT: Authorize Issuance of manual check for CDBG Program claims

The following request for payment is being submitted for approval during the City Council's September 8, 2020 meeting. Please authorize and approve issuance of manual checks for the claim listed below:

Recipient: Breakthrough Community Services, Inc.
Activity: Emergency Repair
Program: CDBG
Project Site: 110 Saucier Drive
Amount Requested: \$350.00
Purpose of Request: Final Payment for Emergency Repair Program

Recipient: Carolyn White
Activity: Substantial Rehab
Program: CDBG
Project Site: 213 S 11th Avenue
Amount Requested: \$900.00
Purpose of Request: Temporary relocation

Recipient: LuMar Development, LLC
Activity: Substantial Rehab
Program: CDBG
Project Site: 207 W 5TH Street
Amount Requested: \$3,897.00
Purpose of Request: Final Payment for Substantial Rehab



LUMAR
DEVELOPMENT

General Contractors | Commercial & Residential
P.O. Box 143 | Hattiesburg, MS 39403
Email: CBourn@LuMarDevelopment.com

Cedrick Bourn - 601-543-8810

INVOICE

Date 8/31/2020

Submitted To City of Hattiesburg

Address PO Box 1898

City Hattiesburg State MS Zip _____

Phone (601) 554-1006 Email: _____

Location _____

Notes: This invoice covers work completed at 207 W 5th Street

We hereby propose to furnish materials and labor necessary
for the completion of:

Description

Install new cabinets in kitchen and bathroom vanity
Electrical
New supply and drain line-new cutoff for box
Hung all light fixtures
Install flooring, baseboard and shoemolding throughout home
Replaced plug & switches
Installed smoke detectors
Replace sidings on four sides of home

All materials guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate on agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature x Cedrick Bourn Date 8/31/2020

We Propose: hereby to furnish material and labor- complete in accordance with above specifications, for the sum of:

SUB-TOTAL \$ \$3,897.00

TAX \$

TOTAL \$ \$3,897.00

Payment Method:

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Payment will be made as outlined above



Authorized Signature X _____

Date of Acceptance _____

Signature X _____

NOTE: This Proposal may be withdrawn by us if not accepted within _____ Days

08-31-20P03:27 RCVD



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Anthony Parker

cc:

Date: Tuesday, September 8, 2020

Re: Authorize and approve publication setting a Public Comment Period for the City's 2020 Edward Byrne Memorial Justice Assistance Grant application.
File Number: 2020-637
Minute Book #

Summary

2020 Edward Byrne Memorial Justice Assistance Grant application Public Comment Period

Recommendation Statement

I recommend authorization and approval of publication setting a Public Comment Period for the City's 2020 Edward Byrne Memorial Justice Assistance Grant application.

Please place this on the September 8, 2020 City Council meeting for consideration.

NOTICE OF PUBLIC COMMENT PERIOD
FOR THE 2020 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT
FROM THE U.S. DEPARTMENT OF JUSTICE

The City of Hattiesburg, Mississippi and Forrest County, Mississippi anticipate receiving Edward Byrne Memorial Justice Assistance Grant Program funds from the U.S. Department of Justice (USDOJ) for Program Period October 1, 2019 – September 30, 2021. The total anticipated funding is \$18,866.00. This grant program furthers the USDOJ’s mission by assisting state, local, and tribal law enforcement efforts to prevent or reduce crime and violence.

The City of Hattiesburg and Forrest County anticipate receiving an Edward Byrne Memorial Justice Assistance Grant of \$18,866.00, which will be shared by the two entities. The City and Forrest County propose to budget their funds for the purchase of equipment to enhance their capabilities. The City of Hattiesburg will use 60% of the award (\$11,320) and Forrest County will use 40% of the award (\$7,546). The balance of purchases not covered by grant funds will come from the City’s and County’s general funds.

The City of Hattiesburg will accept comments on the grant application. Application documents are available for review and comments from the public from September 10, 2020 through October 11, 2020 on the internet at <http://www.hattiesburgms.com/public-notices/>. Individuals who do not have use of a computer are encouraged to visit their local public library for access to the World Wide Web. The documents are also available for review during normal business hours at City Hall, Council Clerk’s Office, 200 Forrest Street, Hattiesburg, MS 39401. If special accommodations are needed, please call (601) 545-4544.

Written comments about the application should be directed to:

City of Hattiesburg
Urban Development
Attn: Jennifer Shows
P.O. Box 1898
Hattiesburg, MS 39403-1898

The City will consider any comments or views of citizens, agencies or units of local government received in writing by October 11, 2020.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(SEAL)

Toby Barker, Mayor

PUBLISH Once in the Legal Section of the Hattiesburg Post: Thursday, September 10, 2020.

FY 2020 Edward Byrne Memorial Justice Assistance Grant

City of Hattiesburg and Forrest County

Project Narrative

Description of the Issues

The City of Hattiesburg is applying on behalf of the City of Hattiesburg and Forrest County for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2020 Local Solicitation. The title of the project is “City of Hattiesburg and Forrest County Byrne JAG Program FY 2020.” The City of Hattiesburg and Forrest County are seeking to use funds for the purchase of equipment to improve the existing capabilities of the Hattiesburg Police Department and Forrest County Sheriff’s Department.

The City of Hattiesburg will purchase a Watch Guard 4RE/VISTA server, motorcycle helmets, and desktop computers. Acquisition of the server will include the server hardware, software, installation, and technical services. The Watch Guard server will improve the evidence data storage and retrieval capabilities of the existing 4RE in-car video system and integrated VISTA body-worn cameras. Eight (8) motorcycle police helmets are being requested to increase the level of protection for eight officers by replacing older worn and damaged helmets. Finally, three (3) desktop computers are being requested to replace older desktops that are outdated and no longer meet agency needs due to incompatibility with newer software programs and hardware. The balance of the items not covered by grant funds will come from the city’s general fund.

The Forrest County Sheriff’s Department is currently seeking to update its existing capabilities by equipping six (6) officers with tactical rifles and rifle scopes. With violent offenders increasingly using high-powered rifles, officers are at a disadvantage when not adequately armed going into high-risk situations. This disadvantage could mean the difference between life and death for both the officers and innocent bystanders. The acquisition of the rifles and scopes will improve the efficiency and accuracy with which officers are able to neutralize threats and protect the public in high-risk situations. The balance of the cost of the items not covered by grant funds will come from the county’s general fund.

The following project identifiers are associated with the proposed project activities: Computer Software/Hardware, Conflict Resolution, Equipment – Tactical, Firearms, Officer Safety, Protective Helmets, Policing, Violence Violent Crime.

Project Design and Implementation

The Hattiesburg Police Department guides its priorities and funding strategy through an evaluation of the needs of the department. The need that is most pressing is the one that is addressed first, while under the direction of the City of Hattiesburg Mayor and City Council. Forrest County Sheriff’s Department under the direction of the Forrest County Board of Supervisors and Planning Department coordinate priorities during the budget review process and outline long range plans.

FY 2020 Edward Byrne Memorial Justice Assistance Grant

City of Hattiesburg and Forrest County

Project Narrative

Capabilities and Competencies

The Hattiesburg Police Department works with other local and state agencies on criminal justice and juvenile justice efforts. Forrest County Sheriff's Department has collaborative partnerships with neighboring jurisdictions within the county (City of Hattiesburg and City of Petal) along with agencies such as the 12 Net Narcotics Team, DEA and other law enforcement entities.

Plan for Collecting the Data Required

The City of Hattiesburg Grant Coordinator will gather, track and document the data required for performance measures. This individual will also enter all the data into BJA's Performance Measurement Tool. The City of Hattiesburg Accounting Division will gather the financial information for reporting purposes.

City of Hattiesburg/Forrest County Edward Byrne Memorial JAG Program 2020

City of Hattiesburg			
Item	Computation		Total Cost
	Quantity	Unit Cost	
Watch Guard 4RE/Vista Server (includes hardware, software, and technical services)	1	\$7,500.00	\$7,500.00
Motorcycle Helmets	8	\$150.00	\$1,200
Desktop Computers	3	\$900.00	\$2,700
TOTAL			\$11,400
Federal Total			\$11,320
Non-Federal Total			\$80

Budget Narrative
The City of Hattiesburg/Hattiesburg Police Department has received certification of NIBRS compliance from the FBI, so the 3% budget set-aside for NIBRS compliance is not required. The City of Hattiesburg will purchase a Watch Guard 4RE/VISTA server, eight (8) motorcycle helmets, and three (3) desktop computers. Acquisition of the server will include the server hardware, software, installation, and technical services--which will improve the data storage and retrieval capabilities of the 4RE in-car video system and integrated VISTA body-worn cameras. The motorcycle police helmets will increase the level of protection for eight officers by replacing older worn and damaged helmets. The desktop computers will replace older desktops that are outdated and no longer meet agency needs due to incompatibility with newer software programs and hardware. The City of Hattiesburg/Hattiesburg Police Department is following agency procurement policies.

Forrest County			
Item	Computation		Total Cost
	Quantity	Unit Cost	
Tactical Rifles	6	\$855.00	\$5,130.00
Rifle Scopes	6	\$402.60	\$2,415.60
Total			\$7,546
Federal Total			\$7,546
Non-Federal Total			\$0

Budget Narrative
Forrest County has received certification of NIBRS compliance from the FBI, so the 3% budget set-aside for NIBRS compliance is not required. The Forrest County Sheriff's Department will purchase six (6) tactical rifles and rifle scopes. The acquisition of the rifles and scopes will improve the efficiency and accuracy with which officers are able to neutralize threats and protect the public in high-risk situations. Forrest County is following agency procurement policies.

Budget Summary

Agency	Federal Request	Non-Federal Amounts	Total
City of Hattiesburg	\$11,320	\$80	\$11,400
Forrest County	\$7,546	\$0	\$7,546
Totals	\$18,866	\$80	\$18,946



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, September 8, 2020

Re: Approve claims docket for the period ending August 31,2020.
File Number: 2020-649
Minute Book #

Summary

Approve claims docket for the period ending August 31,2020.

Recommendation Statement

Please place this on the September 8, 2020 City Council meeting for consideration.

00001 AT&T	601545491010	02020768	19006808	SERV 8/8-9/7 POLICE DISPATCH	08/31/20	278497	186.68-
00001 AT&T	601M26684200	00201516	19006840	INTERACT SUPPORT 8/8-9/7/2020	08/31/20	278498	6,790.00-
00001 AT&T	601M26491400	00201516	19006841	INTERACT SUPPORT 8/8-9/7/2020	08/31/20	278499	47.00-
00001 AT&T	056314932900	02020776	19006856	L/DIST 7/15-8/15 POL DISPATCH	08/31/20	278500	45.83-
00001 AT&T	601M26940440	00202011	19006857	MNTHLY SRV 8/8-9/7/20 POLICE	08/31/20	278501	76.00-

AT&T							
Sum							
00001 AT&T MOBILITY	287273578351	00201511	19006837	WIRELESS SRV 7/2020 VARI DEPT	08/31/20	278502	7,145.51-
00001 AT&T MOBILITY	287290217384	00201513	19006845	WIRELESS SRV 7/2020 FIRE DEPT	08/31/20	278502	5,615.58-
00001 AT&T MOBILITY	287290252011	00201512	19006850	WIRELESS SRV 7/2020 SANIT	08/31/20	278502	1,295.59-
00001 AT&T MOBILITY	287273861504	00201617	19006898	GPS TRACKING 7/20 VARI DEPTS	08/31/20	278502	1,762.52-

AT&T MOBILITY							
Sum							
00001 AUTO ARMATURE SERVICE IN 22048		00201415	19006792	BATTERY U#20845 POLICE	08/31/20	278504	13,824.49-
00001 AUTO ARMATURE SERVICE IN 22033		00201381	19006802	STARTER U#15449 LAND CODE	08/31/20	278504	185.95-
00001 AUTO ARMATURE SERVICE IN 22119		00201574	19006924	MOWER BATTERY HEALTH DIV	08/31/20	278504	109.95-
00001 AUTO ARMATURE SERVICE IN 22148		00201624	19006935	BATTERY U#18603 TRAFFIC	08/31/20	278504	150.95-
00001 AUTO ARMATURE SERVICE IN 22164		00201703	19006967	BATTERY U#19701 POLICE	08/31/20	278504	96.22-
00001 AUTO ARMATURE SERVICE IN 21570		00200394	19006980	LAWN MOWER BATTERY PUB WORKS	08/31/20	278504	149.95-
00001 AUTO ARMATURE SERVICE IN 21980		00201221	19007018	STARTER U#14489 PUBLIC WORKS	08/31/20	278504	150.95-

AUTO ARMATURE SERVICE IN							
Sum							
00001 AUTOMOTIVE GLASS SPECIAL I237706		00200314	19007012	WINDSHIELD U#18203 POLICE	08/31/20	278505	933.92-
00001 AUTOMOTIVE GLASS SPECIAL I238643		00201341	19007013	WINDOW REPR U#21138 POLICE	08/31/20	278505	267.00-
00001 AUTOMOTIVE GLASS SPECIAL I238478		00201085	19007025	GLASS REPR U#11037 HEALTH	08/31/20	278505	287.00-

AUTOMOTIVE GLASS SPECIAL							
Sum							
00001 BIG IRON DIESEL REPAIR L RO4189		00201558	19006880	REPRS U#20070 SANIT DEPT	08/31/20	278507	849.00-

BIG IRON DIESEL REPAIR L							
Sum							
00001 BILL'S PLUMBING CO 32438		00201433	19006800	EMER PLUMB REPR #4 FIRE STA	08/31/20	278508	4,545.79-

BILL'S PLUMBING CO							
Sum							
00001 BRACKMAN MOWER WAREHOUSE 56573		00201213	19007022	OIL FOR MOWERS HEALTH DIV	08/31/20	278514	160.00-

BRACKMAN MOWER WAREHOUSE							
Sum							
00001 C D W GOVERNMENT ZRT8139		00201081	19006864	LAPTOP CHIEF STEWART FIRE DEP	08/31/20	278517	129.36-

C D W GOVERNMENT							
Sum							
00001 C SPIRE BUSINESS (FORMER HM281112		00201553	19006858	TELECONF FEE 8/20 INFO TECH	08/31/20	278518	654.84-

C SPIRE BUSINESS (FORMER							
Sum							

28.95-							

00001	CANON FINANCIAL SERVICES	21800325	00201518	19006839	COPIER 8/2020 PURCHASING	08/31/20	278520	164.53-

CANON FINANCIAL SERVICES								
Sum								164.53-
00001	CARQUEST AUTO PARTS STOR	14758-145874	00201251	19006761	REPR PTS P/W SHOP	08/31/20	278522	97.96-
00001	CARQUEST AUTO PARTS STOR	14758-146430	00201583	19006868	SUPPLIES P/W SHOP	08/31/20	278522	32.99-
00001	CARQUEST AUTO PARTS STOR	14758-145890	00201259	19006869	REPR PTS U#17412 SANIT	08/31/20	278522	402.23-
00001	CARQUEST AUTO PARTS STOR	14758-146429	00201586	19006877	GASKET MAKER SUPP P/W SHOP	08/31/20	278522	5.03-
00001	CARQUEST AUTO PARTS STOR	14758-146510	00201616	19006917	REPR PTS U#17528 TRAFFIC	08/31/20	278522	122.45-
00001	CARQUEST AUTO PARTS STOR	14758-146542	00201635	19006956	GENERATOR BATTERY #1 FIRE STA	08/31/20	278522	124.99-
00001	CARQUEST AUTO PARTS STOR	14758-146543	00201635	19006957	REPR PTS U#14694 FIRE DEPT	08/31/20	278522	30.27-
00001	CARQUEST AUTO PARTS STOR	14758-146091	00201403	19007009	REPR PTS U#20095 POLICE	08/31/20	278522	25.22-
00001	CARQUEST AUTO PARTS STOR	14758-146093	00201403	19007010	REPR PTS U#19816 POLICE	08/31/20	278522	172.56-
00001	CARQUEST AUTO PARTS STOR	14758-146665	00201737	19007011	REPR PTS U#17569 POLICE	08/31/20	278522	112.00-

CARQUEST AUTO PARTS STOR								
Sum								1,125.70-
00001	CENTRAL PIPE SUPPLY INC	S100225832.0	00201151	19006760	PERMA PATCH SUPP PUBLIC WORKS	08/31/20	278524	1,700.00-

CENTRAL PIPE SUPPLY INC								
Sum								1,700.00-
00001	CHEAPER THAN DIRT INC	15670906	00201043	19006779	BARREL SEALS FOR RIFLES ACDMY	08/31/20	278526	61.18-

CHEAPER THAN DIRT INC								
Sum								61.18-
00001	CINTAS CORPORATION #J66	4058847915	00201437	19006803	UNIFORMS 8/17 TRAFFIC	08/31/20	278529	25.00-
00001	CINTAS CORPORATION #J66	4058847498	00201437	19006804	MOP/MAT 8/17 TRAFFIC	08/31/20	278529	6.36-
00001	CINTAS CORPORATION #J66	4058847760	00201413	19006805	UNIFORMS 8/17 P/W SHOP	08/31/20	278529	31.97-
00001	CINTAS CORPORATION #J66	4058847668	00201413	19006806	UNIFORMS 8/17 CONSTR DEPT	08/31/20	278529	55.11-
00001	CINTAS CORPORATION #J66	4058848014	00201510	19006851	UNIFORMS 8/17 SANIT	08/31/20	278529	150.39-
00001	CINTAS CORPORATION #J66	4058847810	00201510	19006852	MOP/MAT 8/17 SANIT	08/31/20	278529	60.45-
00001	CINTAS CORPORATION #J66	4059492613	00201620	19006905	UNIFORMS 8/24 P/W SHOP	08/31/20	278529	31.97-
00001	CINTAS CORPORATION #J66	4059492380	00201620	19006906	UNIFORMS 8/24 CONSTR DEPT	08/31/20	278529	55.11-
00001	CINTAS CORPORATION #J66	4059492586	00201655	19006937	UNIFORMS 8/24 TRAFFIC	08/31/20	278529	25.00-
00001	CINTAS CORPORATION #J66	4059492256	00201655	19006938	MOP/MAT 8/24 TRAFFIC	08/31/20	278529	6.36-
00001	CINTAS CORPORATION #J66	4059492750	00201642	19006942	UNIFORMS 8/24 SANIT	08/31/20	278529	150.39-
00001	CINTAS CORPORATION #J66	4059492600	00201642	19006943	MOP/MAT 8/24 SANIT	08/31/20	278529	23.22-
00001	CINTAS CORPORATION #J66	4059492598	00201642	19006944	HAND SANITIZER SANIT	08/31/20	278529	60.45-
00001	CINTAS CORPORATION #J66	4059492424	00201733	19006981	UNIFORMS 8/24 PUBLIC WORKS	08/31/20	278529	122.17-
00001	CINTAS CORPORATION #J66	4059492457	00201733	19006982	UNIFORMS 8/24 PUBLIC WORKS	08/31/20	278529	27.75-
00001	CINTAS CORPORATION #J66	4059492513	00201733	19006983	UNIFORMS 8/24 PUBLIC WORKS	08/31/20	278529	80.58-
00001	CINTAS CORPORATION #J66	4059492663	00201733	19006984	UNIFORMS 8/24 PUBLIC WORKS	08/31/20	278529	51.38-
00001	CINTAS CORPORATION #J66	4058847886	00201730	19006985	MOP/MAT 8/17 PUBLIC WORKS	08/31/20	278529	23.22-
00001	CINTAS CORPORATION #J66	4058847772	00201730	19006986	UNIFORMS 8/17 PUBLIC WORKS	08/31/20	278529	27.75-
00001	CINTAS CORPORATION #J66	4058847924	00201730	19006987	UNIFORMS 8/17 PUBLIC WORKS	08/31/20	278529	51.38-
00001	CINTAS CORPORATION #J66	4058847587	00201730	19006988	UNIFORMS 8/17 PUBLIC WORKS	08/31/20	278529	72.53-
00001	CINTAS CORPORATION #J66	4058847731	00201730	19006989	UNIFORMS 8/17 PUBLIC WORKS	08/31/20	278529	97.69-

CINTAS CORPORATION #J66								
Sum								1,236.23-

00001 CITY OF HATTIESBURG FUND TRF 2ND 8/20 02020779 19006926 TRF 2ND 8/2020 PAYROLL	08/25/20	10105	1,086,526.84-

CITY OF HATTIESBURG FUND			
Sum			1,086,526.84-
00001 CITY OF HATTIESBURG FUND 052052.3800. 02020782 19007029 TRF PORTION OF SALES TAX TO 52	08/27/20	10106	81,259.00-

CITY OF HATTIESBURG FUND			
Sum			81,259.00-
00001 CITY OF HATTIESBURG FUND 086086.2607 02020770 19006821 TRF 1% SPEC SALES TAX	08/18/20	10101	208,733.68-
00001 CITY OF HATTIESBURG FUND 086086.2605 02020771 19006822 TRF 1% SPEC SALES TAX-HOTELS	08/18/20	10102	30,432.64-

CITY OF HATTIESBURG FUND			
Sum			239,166.32-
00001 CLARKE 5092541 00201324 19006962 MOSQUITO CHEMICALS HEALTH DIV	08/31/20	278531	3,630.00-

CLARKE			
Sum			3,630.00-
00001 COMCAST 839641073089 00201629 19006894 CABLE 8/15-9/14 CITY HALL	08/31/20	278533	308.28-

COMCAST			
Sum			308.28-
00001 CONNECTOR SPECIALISTS OF 00968835 & 0 00201140 19006998 HOSES FOR ALL SANIT UNITS	08/31/20	278534	1,464.97-

CONNECTOR SPECIALISTS OF			
Sum			1,464.97-
00001 CRAIN TRACTOR & EQUIPMEN CP83356 00201086 19007023 REPR PTS U#16722 HEALTH	08/31/20	278540	169.44-

CRAIN TRACTOR & EQUIPMEN			
Sum			169.44-
00001 CUSTOM PRODUCTS CORP 338322 00201145 19006865 PAVEMENT STENCILS TRAFFIC DEP	08/31/20	278542	427.26-
00001 CUSTOM PRODUCTS CORP 339015 00201581 19006958 BARRICADE LIGHTS TRAFFIC DEPT	08/31/20	278542	635.06-

CUSTOM PRODUCTS CORP			
Sum			1,062.32-
00001 DISPATCHING & TRAINING S 5068 00201729 19006975 REG MAGEE/STRICKLAND 9/14-18	08/31/20	278544	790.00-

DISPATCHING & TRAINING S			
Sum			790.00-
00001 ECONOMY SUPPLY CO 035139 00199908 19006754 SUPP PROJECT NOLA CAMERA	08/31/20	278547	24.58-
00001 ECONOMY SUPPLY CO 038914 00201246 19006848 PORTLAND CEMENT DRNGE DEPT	08/31/20	278547	1,464.75-
00001 ECONOMY SUPPLY CO 039188 00201365 19006912 SNEEZE GRD MATLS POLL WORKERS	08/31/20	278547	47.20-
00001 ECONOMY SUPPLY CO 038298 00201045 19006922 LOCKS SANIT DEPT	08/31/20	278547	62.00-

ECONOMY SUPPLY CO			
Sum			1,598.53-
00001 EDWARDS PROPERTY MGMT LL FILE#2020-13 02020760 19006770 DL RNWL STATION LEASE PYMT	08/31/20	278548	1,100.00-
00001 EDWARDS PROPERTY MGMT LL FILE#2020-13 02020761 19006949 DL RENEWAL STATION LEASE PYMT	08/31/20	278548	1,100.00-

EDWARDS PROPERTY MGMT LL			
Sum			2,200.00-

00001 ELECTION SYSTEMS & SOFTW 1148897 & 11	00200923 19006809 MPC TAX FRANCHISE ELEC SUPP	08/31/20	278549	314.90-
00001 ELECTION SYSTEMS & SOFTW 1150040(B)	00201015 19006810 ADDL AMT DUE PO#200923	08/31/20	278549	88.00-

ELECTION SYSTEMS & SOFTW				
Sum				402.90-
00001 ELITE SCREEN PRINTING 35066	00201472 19006995 POLO SHIRTS NEW CODE OFFICERS	08/31/20	278550	166.50-

ELITE SCREEN PRINTING				
Sum				166.50-
00001 EMERGENCY EQUIPMENT PROF 453123	00200807 19006812 HAZ MAT TRNG HELMETS ACADEMY	08/31/20	278552	6,763.00-
00001 EMERGENCY EQUIPMENT PROF 453191	00201426 19006874 REPR PTS U#18098 FIRE DEPT	08/31/20	278552	265.96-
00001 EMERGENCY EQUIPMENT PROF 453190	00201424 19006916 REPR PTS U#13932 FIRE DEPT	08/31/20	278552	1,637.88-
00001 EMERGENCY EQUIPMENT PROF 452323	00199955 19006954 HELMET FRONTS FIRE DEPT	08/31/20	278552	196.00-

EMERGENCY EQUIPMENT PROF				
Sum				8,862.84-
00001 EMERGENCY MANAGEMENT DIS CONTRIB QTR	00201360 19006756 CONTRIB QTR END 9/30/20	08/31/20	278553	31,500.00-

EMERGENCY MANAGEMENT DIS				
Sum				31,500.00-
00001 EMPIRE TRUCK SALES (H'BU CE006168827:	00199683 19006783 REPR PTS ALL SANIT UNITS	08/31/20	278554	122.60-
00001 EMPIRE TRUCK SALES (H'BU CE006168826:	00200190 19006784 REPR PTS VARI SANIT UNITS	08/31/20	278554	246.92-
00001 EMPIRE TRUCK SALES (H'BU CE006168832:	00201376 19006817 REPRS U#20068 SANIT	08/31/20	278554	89.02-
00001 EMPIRE TRUCK SALES (H'BU CE006168845:	00201398 19006818 BRAKE REPR U#20090 SANIT	08/31/20	278554	177.90-
00001 EMPIRE TRUCK SALES (H'BU CE006169107:	00201573 19006961 REPRS U#20072 SANIT	08/31/20	278554	532.24-

EMPIRE TRUCK SALES (H'BU				
Sum				1,168.68-
00001 EVERBRIDGE/NIXLE M54043	00201746 19006966 EMER PUBLIC ALERT SERV 2020	08/31/20	278557	13,050.00-

EVERBRIDGE/NIXLE				
Sum				13,050.00-
00001 EXPRESS PRESS 42005	00199940 19006897 POLO SHIRTS RECRUIT CLASS #37	08/31/20	278559	1,041.07-

EXPRESS PRESS				
Sum				1,041.07-
00001 FASTENAL COMPANY MSHAT227414	00201369 19006878 WET/DRY VACUUM CONSTR DEPT	08/31/20	278561	97.58-

FASTENAL COMPANY				
Sum				97.58-
00001 FEDERAL EXPRESS 7-097-97616	00201754 19007000 SERVS 8/10/20 M/ADM	08/31/20	278563	57.43-

FEDERAL EXPRESS				
Sum				57.43-
00001 FORESTRY SUPPLIERS INC 755442-00	00201206 19006819 PROTECTIVE EQUIP TREE CREW	08/31/20	278564	258.01-

FORESTRY SUPPLIERS INC				
Sum				258.01-

00001 FORREST GENERAL HOSPITAL EAP CHARGE 9 00201686 19006931 EAP CHARGE 9/2020	08/31/20	278565	1,785.00-

FORREST GENERAL HOSPITAL			
Sum			1,785.00-
00001 GALL'S LLC 015761854 00199486 19006976 UNIFORMS P/F ACADEMY STAFF	08/31/20	278567	166.30-
00001 GALL'S LLC 015900538 00199486 19006977 UNIFORMS P/F ACADEMY STAFF	08/31/20	278567	28.05-
00001 GALL'S LLC 016120553 00199486 19006978 UNIFORMS P/F ACADEMY STAFF	08/31/20	278567	29.09-

GALL'S LLC			
Sum			223.44-
00001 GERMBUSTERS SANITIZE & S 1007 00201423 19006788 SPRAY SERV CITY HALL COVID-19	08/31/20	278568	1,980.51-
00001 GERMBUSTERS SANITIZE & S 1010 00201546 19006914 SANITIZE CITY HALL COVID-19	08/31/20	278568	1,980.51-

GERMBUSTERS SANITIZE & S			
Sum			3,961.02-
00001 GILKEY ELECTRIC SUPPLY C 326430 00200968 19006815 ELEC SUPP PUB WORKS COMPACTOR	08/31/20	278569	1,803.85-
00001 GILKEY ELECTRIC SUPPLY C 326499 00201030 19006816 ADDL AMT DUE PO#200968	08/31/20	278569	540.50-
00001 GILKEY ELECTRIC SUPPLY C 327121 00201283 19006923 SUPP SANIT TRASH COMPACTOR	08/31/20	278569	78.70-

GILKEY ELECTRIC SUPPLY C			
Sum			2,423.05-
00001 GLADDEN LAW OFFICE PLLC INVOICE NO.0 00201761 19007002 SRVS PLANN/ZONING/CODE ISSUES	08/31/20	278571	1,638.00-

GLADDEN LAW OFFICE PLLC			
Sum			1,638.00-
00001 GULF GUARANTY EMPLOYEE B 200825090745 00201675 19006934 INMATE MED BILLS 7/23-8/24/20	08/31/20	278577	580.80-

GULF GUARANTY EMPLOYEE B			
Sum			580.80-
00001 GULF STATES DISTRIBUTORS 1350085-IN 00201545 19006915 AMMUNITION P/F ACADEMY	08/31/20	278578	747.00-

GULF STATES DISTRIBUTORS			
Sum			747.00-
00001 HANCOCK BANK TRUST & FIN 8/24/20 DUE 02020777 19006872 MBD 2001 BONDS 8/2020 PYMT	08/24/20	10104	1,975.12-

HANCOCK BANK TRUST & FIN			
Sum			1,975.12-
00001 HATTIESBURG HYDRAULICS I 85128 00201141 19006763 REPR PTS U#20068 SANIT	08/31/20	278580	103.24-
00001 HATTIESBURG HYDRAULICS I 85246 00201352 19006820 REPR PTS U#16010 CEMETERY	08/31/20	278580	114.82-
00001 HATTIESBURG HYDRAULICS I 85334 00201444 19006876 AIR COMPRESSOR REPR PUB WORKS	08/31/20	278580	97.71-
00001 HATTIESBURG HYDRAULICS I 85388 00201556 19006881 REPR PTS CEMETERY	08/31/20	278580	82.43-
00001 HATTIESBURG HYDRAULICS I 85489 00201698 19007024 REPR PTS U#20373 HEALTH	08/31/20	278580	253.70-

HATTIESBURG HYDRAULICS I			
Sum			651.90-
00001 HOLLAND VETERINARY HOSPI ACCT#85 3788 00201451 19006825 SERVS OTTER POLICE K-9	08/31/20	278582	107.50-

HOLLAND VETERINARY HOSPI			
Sum			107.50-

00001 HUGHES SUPPLY	S159296012.0	00201373	19006940	A/C SUPP CONSTR DEPT	08/31/20	278585	53.69-
00001 HUGHES SUPPLY	S159296012.0	00201373	19006941	A/C SUPP CONSTR DEPT	08/31/20	278585	17.42-

HUGHES SUPPLY							
Sum							71.11-
00001 IMAGETREND	2148 122718	00201529	19006844	HFD ANNUAL RESCUE CAD FEE	08/31/20	278588	1,912.28-

IMAGETREND							
Sum							1,912.28-
00001 INTERFACE SECURITY SYSTE	19788857	00201633	19006907	SECURITY 9/20 YTH ART MUSEUM	08/31/20	278589	46.99-

INTERFACE SECURITY SYSTE							
Sum							46.99-
00001 INTOXIMETERS	661986	00201389	19006873	MOUTHPIECE SENSORS INTOXIMETR	08/31/20	278590	146.25-

INTOXIMETERS							
Sum							146.25-
00001 KEITHCO PETROLEUM	042208	00201234	19006772	DIESEL FOR P/W FUEL STATION	08/31/20	278593	5,116.95-
00001 KEITHCO PETROLEUM	042722	00201428	19006836	DIESEL FOR P/W FUEL STATION	08/31/20	278593	5,794.22-
00001 KEITHCO PETROLEUM	043280	00201589	19006964	DIESEL FOR P/W FUEL STATION	08/31/20	278593	4,449.96-

KEITHCO PETROLEUM							
Sum							15,361.13-
00001 LAMAR ADVERTISING	136310-0 8/2	00201475	19006823	MASKUP HBURG ADDL PO#200698	08/31/20	278597	400.00-

LAMAR ADVERTISING							
Sum							400.00-
00001 LARRY'S WRECKER SERVICE	7311	00201557	19006866	TOWING U#14714 PUBLIC WORKS	08/31/20	278600	65.00-
00001 LARRY'S WRECKER SERVICE	7326	00201557	19006867	TOWING U#8324 PUBLIC WORKS	08/31/20	278600	150.00-
00001 LARRY'S WRECKER SERVICE	7414	00201522	19006875	TOWING U#18603 TRAFFIC DEPT	08/31/20	278600	65.00-
00001 LARRY'S WRECKER SERVICE	7425	00201705	19006973	TOWING U#19701 POLICE	08/31/20	278600	55.00-

LARRY'S WRECKER SERVICE							
Sum							335.00-
00001 MAGEE, FABIAN	TRAV ADVANCE	00201731	19006971	TRAV ADV I.A.E.D.CERTIFICATN	08/31/20	278604	901.00-

MAGEE, FABIAN							
Sum							901.00-
00001 MAPLES GAS COMPANY	184515	00201233	19006743	GAS FOR P/W FUEL STATION	08/31/20	278605	8,338.45-
00001 MAPLES GAS COMPANY	185640	00201588	19006911	GAS FOR P/W FUEL STATION	08/31/20	278605	6,778.99-
00001 MAPLES GAS COMPANY	186018	00201678	19006999	GAS/DIESEL P/W FUEL STATION	08/31/20	278605	8,701.36-

MAPLES GAS COMPANY							
Sum							23,818.80-
00001 MAYFIELD PAUL (Heating &	76247	00201610	19006900	A/C REPR P/F ACADEMY	08/31/20	278609	847.48-

MAYFIELD PAUL (Heating &							
Sum							847.48-

00001 MCELHANEY PLUMBING INC	283886	00201393 19006814 TOILET REPR SANIT RESTROOM	08/31/20	278612	275.55-
00001 MCELHANEY PLUMBING INC	286320	00201272 19006830 PLUMB SUPP #4 FIRE STATION	08/31/20	278612	110.70-
00001 MCELHANEY PLUMBING INC	286327	00201274 19006831 PLUMB SUPP #3 FIRE STATION	08/31/20	278612	21.90-
00001 MCELHANEY PLUMBING INC	286332	00201394 19006843 PLUMB SUPP #1 FIRE STATION	08/31/20	278612	119.65-
00001 MCELHANEY PLUMBING INC	284001	00201597 19006913 PLUMB SUPP CITY HALL RESTROOM	08/31/20	278612	132.45-
00001 MCELHANEY PLUMBING INC	283958	00201526 19006955 PLUMB SUPP #8 FIRE STATION	08/31/20	278612	173.80-

MCELHANEY PLUMBING INC					
Sum					834.05-
00001 METRIX SOLUTIONS	M56564	00200703 19006787 VEEAM ANNUAL RNWL 8/20-8/21	08/31/20	278614	2,277.00-

METRIX SOLUTIONS					
Sum					2,277.00-
00001 MID SOUTH UNIFORM & SUPP	607812	00201337 19006813 UNIFORMS CHIEF STEWART FIRE	08/31/20	278615	250.96-
00001 MID SOUTH UNIFORM & SUPP	608073	00200123 19006896 BADGES POLICE DEPT	08/31/20	278615	3,662.50-

MID SOUTH UNIFORM & SUPP					
Sum					3,913.46-
00001 MONTAGUE, PITTMAN & VARN	4627-3	00201585 19006862 SRVS HALES VS CITY	08/31/20	278617	916.90-
00001 MONTAGUE, PITTMAN & VARN	4627-4	00201585 19006863 SRVS WALTERS VS CITY	08/31/20	278617	376.40-

MONTAGUE, PITTMAN & VARN					
Sum					1,293.30-
00001 MOORE'S BICYCLE SHOP INC	PO#201519 8/	00201519 19006842 HELMETS POLICE DEPT GRANT	08/31/20	278618	199.95-
00001 MOORE'S BICYCLE SHOP INC	PO#201628 8/	00201628 19006951 BIKES/EQUIP TARGET GRANT	08/31/20	278618	1,261.88-

MOORE'S BICYCLE SHOP INC					
Sum					1,461.83-
00001 MS EMBROIDERY COMPANY	EH 16352	00199243 19006775 UNIFORMS CRIME SCENE UNIT	08/31/20	278621	590.88-
00001 MS EMBROIDERY COMPANY	E 16145	00196256 19006946 EMBROIDER ANIMAL CNTRL SHIRTS	08/31/20	278621	80.00-

MS EMBROIDERY COMPANY					
Sum					670.88-
00001 MS POWER COMPANY	8/20 GENERAL	00202022 19006927 MNTHLY ELEC-GENERAL	08/31/20	278622	125,592.01-

MS POWER COMPANY					
Sum					125,592.01-
00001 N & H ELECTRONIC DISTRIB	92306	00201177 19007007 STREAMLIGHT BATTERIES	08/31/20	278623	900.00-

N & H ELECTRONIC DISTRIB					
Sum					900.00-
00001 NEWELL PAPER COMPANY	4082438	00199159 19006776 GLOVES RECORDS/FINGERPRINT	08/31/20	278625	79.60-
00001 NEWELL PAPER COMPANY	4089594	00199340 19006885 LYSOL POLICE DEPT COVID-19	08/31/20	278625	121.44-
00001 NEWELL PAPER COMPANY	4089779	00201429 19006918 JANIT SUPP PUBLIC WORKS	08/31/20	278625	199.87-

NEWELL PAPER COMPANY					
Sum					400.91-

00001	NORFOLK SOUTHERN CORP	91533942	00201538	19006853	6/2020	LEASE RR ST PK LOT	08/31/20	278626	2,057.62-
00001	NORFOLK SOUTHERN CORP	91562189	00201539	19006854	8/2020	LEASE RR ST PK LOT	08/31/20	278627	2,057.62-
00001	NORFOLK SOUTHERN CORP	91610355	00201540	19006855	9/2020	LEASE RR ST PK LOT	08/31/20	278628	2,057.62-

NORFOLK SOUTHERN CORP									
Sum									6,172.86-
00001	O'REILLY AUTO PARTS	0943-295507	00201425	19006793	REPR	PTS POLICE STOCK	08/31/20	278630	58.68-
00001	O'REILLY AUTO PARTS	0943-295437	00201425	19006794	REPR	PTS POLICE STOCK	08/31/20	278630	686.50-
00001	O'REILLY AUTO PARTS	0943-292689	00201425	19006795	REPR	PTS POLICE STOCK	08/31/20	278630	10.99-
00001	O'REILLY AUTO PARTS	0943-298559	00201425	19006796	REPR	PTS POLICE STOCK	08/31/20	278630	11.38-
00001	O'REILLY AUTO PARTS	0943-271866	00201425	19006797	REPR	PTS POLICE SHOP	08/31/20	278630	19.32-
00001	O'REILLY AUTO PARTS	0943-297655	00201425	19006798	REPR	PTS U#18331 POLICE	08/31/20	278630	74.01-
00001	O'REILLY AUTO PARTS	0943-284666	00196001	19006952	REPR	PTS POLICE STOCK	08/31/20	278630	70.30-
00001	O'REILLY AUTO PARTS	0943-310450	00199899	19006953	REPR	PTS POLICE STOCK	08/31/20	278630	32.46-
00001	O'REILLY AUTO PARTS	0943-309206(	00200155	19006969	REPR	PTS U#18317 POLICE	08/31/20	278630	316.29-
00001	O'REILLY AUTO PARTS	0943-309206(	00201734	19006970	ADDL	AMT DUE PO#200155	08/31/20	278630	183.69-

O'REILLY AUTO PARTS									
Sum									1,463.62-
00001	OFFICE DEPOT INC	2423335999	00201097	19006824	OFFICE	SUPP L.I.F.E.	08/31/20	278631	22.66-
00001	OFFICE DEPOT INC	2423646227	00201097	19006833	OFFICE	SUPP POLICE DEPT	08/31/20	278631	9.80-
00001	OFFICE DEPOT INC	2423666354	00201097	19006834	CREDIT	INV#2423335999	08/31/20	278631	.76

OFFICE DEPOT INC									
Sum									31.70-
00001	OWENS BUSINESS MACHINES	402301	00201349	19006747	COPIER	8/1-31/20 M/ADM	08/31/20	278632	187.00-
00001	OWENS BUSINESS MACHINES	402302	00201349	19006748	COPIER	7/1-31/20 M/ADM	08/31/20	278632	85.29-

OWENS BUSINESS MACHINES									
Sum									272.29-
00001	PARISH TRACTOR (HATTIESB	02-129163	00200593	19006832	REPR	PTS U#16724 PUBLIC WORKS	08/31/20	278633	897.44-
00001	PARISH TRACTOR (HATTIESB	02-133710	00200871	19006846	REPRS	U#15999 PUBLIC WORKS	08/31/20	278633	6,413.18-
00001	PARISH TRACTOR (HATTIESB	02-134979	00201567	19006925	WINDOW	REPR U#16723 HEALTH	08/31/20	278633	913.76-
00001	PARISH TRACTOR (HATTIESB	02-135429	00201227	19006947	EXCAVATOR	BUCKET CEMETERY	08/31/20	278633	1,596.00-
00001	PARISH TRACTOR (HATTIESB	02-135784	00201114	19007021	REPRS	U#16724 PUBLIC WORKS	08/31/20	278633	992.20-

PARISH TRACTOR (HATTIESB									
Sum									10,812.58-
00001	PATTERSON AUTO ELECTRIC	80671	00201267	19006811	REPRS	U#19347 POLICE	08/31/20	278634	720.00-

PATTERSON AUTO ELECTRIC									
Sum									720.00-
00001	PEARL RIVER VALLEY EPA (	8/20 GENERAL	00202022	19006963	MNTHLY	8/20 PUBLIC SERVICES	08/31/20	278635	1,713.13-

PEARL RIVER VALLEY EPA (									
Sum									1,713.13-
00001	PHILLIPS CAR CARE CENTER	05672	00201570	19006959	A/C	REPR U#17017 PUBLIC WORKS	08/31/20	278636	363.20-

PHILLIPS CAR CARE CENTER									
Sum									363.20-

00001 PINE BELT INDUSTRIAL SUP 4181546-01	00201541 19007016 CONCRETE SAW BELT PUB WORKS	08/31/20	278638	40.00-
00001 PINE BELT INDUSTRIAL SUP 4183001-01	00201541 19007017 LAWNMOWER BELTS PUBLIC WORKS	08/31/20	278638	38.34-

PINE BELT INDUSTRIAL SUP				
Sum				78.34-
00001 PINE BELT MENTAL HEALTHC 2020-07	00201397 19006773 SERVS 7/2020 HLTH COURT GRANT	08/31/20	278639	15,053.21-

PINE BELT MENTAL HEALTHC				
Sum				15,053.21-
00001 POPE & POPE, PA 2031	00201418 19006789 SRVS CIVIL SERV HEARING-HALES	08/31/20	278641	1,950.76-
00001 POPE & POPE, PA 2032	00201418 19006790 SRV CIVIL SRV HEARING WALTERS	08/31/20	278642	2,457.50-
00001 POPE & POPE, PA 2038	00201640 19006895 SRVS PERRY EEOC CLAIM	08/31/20	278643	4,087.50-

POPE & POPE, PA				
Sum				8,495.76-
00001 POWER HOUSE TOOLS & OUTD ML03NV3M2	00198272 19006892 BELTS/PULLEYS CEMETERY STOCK	08/31/20	278644	91.97-
00001 POWER HOUSE TOOLS & OUTD ML5971W2B	00201125 19006893 AGRI EQUIP REPR PTS CEMETERY	08/31/20	278644	163.97-

POWER HOUSE TOOLS & OUTD				
Sum				255.94-
00001 QUALITY ELECTRIC COMPANY 5449	00201354 19006847 NUTS/BOLTS P/W SHOP STOCK	08/31/20	278645	26.00-

QUALITY ELECTRIC COMPANY				
Sum				26.00-
00001 RED BUD SUPPLY INC 169738	00200851 19007015 DISINFECTANT COVID-19 PUB WRK	08/31/20	278647	187.32-

RED BUD SUPPLY INC				
Sum				187.32-
00001 REPUBLIC SERVICES INC 0991-0003121	00201555 19006870 RECYCLE FEES 6/2-16/20 SANIT	08/31/20	278648	4,642.80-
00001 REPUBLIC SERVICES INC 0991-0003130	00201555 19006871 COMPACTOR RENT 7/30-8/31	08/31/20	278648	3,939.02-
00001 REPUBLIC SERVICES INC 0991-0003130	00201441 19006909 RECYCLE COMPACTOR 7/30-8/31	08/31/20	278648	1,500.00-

REPUBLIC SERVICES INC				
Sum				10,081.82-
00001 RICOH CORP 5059398941	00201592 19006859 LASER PRINTER 4/2020-4/2021	08/31/20	278650	526.16-
00001 RICOH CORP 9028557893	00201612 19006904 COPIER 9/20 FIRE DEPT ADM	08/31/20	278650	192.00-
00001 RICOH CORP 33886467	00201680 19006928 COPIER 8/15-9/14 HUMAN RES	08/31/20	278650	221.67-
00001 RICOH CORP 9028557893	00201648 19006929 COPIER 9/2020 PLANNING DIV	08/31/20	278650	232.90-
00001 RICOH CORP 33887312	00201647 19006933 COPIER 9/2020 LAND CODE DIV	08/31/20	278650	110.00-

RICOH CORP				
Sum				1,282.73-
00001 RJ YOUNG COMPANY INV3793566	00201446 19006829 COPIER 5/10-8/9/20 P/F ACDMY	08/31/20	278651	545.14-
00001 RJ YOUNG COMPANY INV3803725	00201578 19006860 GIS PLOTTER 7/17-8/16	08/31/20	278651	144.22-
00001 RJ YOUNG COMPANY INV3798912	00201579 19006861 COPIER 7/16-8/15 MPO DIV	08/31/20	278651	174.00-
00001 RJ YOUNG COMPANY INV3809793	00201711 19006974 COPIER 7/24-8/23 POLICE ADM	08/31/20	278651	253.00-

RJ YOUNG COMPANY				
Sum				1,116.36-

00001 RJM MCQUEEN CONTRACTING	2219	00200138 19006997 DRNGE IMPRVMT WM CAREY PKWAY	08/31/20	278653	4,900.00-

RJM MCQUEEN CONTRACTING					
Sum					4,900.00-
00001 ROCIC-REGIONAL ORGANIZED	0050840-IN	00201502 19006828 SERVICE FEE 7/2020-7/2021	08/31/20	278654	300.00-

ROCIC-REGIONAL ORGANIZED					
Sum					300.00-
00001 SACKS OUTDOOR SUPPLY	1239	00201587 19007006 CLOTH ALLOW GARDNER POLICE	08/31/20	278655	190.00-
00001 SACKS OUTDOOR SUPPLY	1240	00201421 19007008 FITTED CAPS TARGET GRANT	08/31/20	278655	239.88-

SACKS OUTDOOR SUPPLY					
Sum					429.88-
00001 SANSOM EQUIPMENT CO	W00104	00200877 19006764 REPRS U#20068 SANIT	08/31/20	278656	586.94-
00001 SANSOM EQUIPMENT CO	W00102	00200877 19006765 REPRS U#20069 SANIT	08/31/20	278656	856.62-
00001 SANSOM EQUIPMENT CO	W00105	00200877 19006766 REPRS U#20073 SANIT	08/31/20	278656	317.30-
00001 SANSOM EQUIPMENT CO	W00103	00200877 19006767 REPRS U#20072 SANIT	08/31/20	278656	358.91-
00001 SANSOM EQUIPMENT CO	P00309	00201603 19006960 REPR PTS U#20069 SANIT	08/31/20	278656	4,983.52-

SANSOM EQUIPMENT CO					
Sum					7,103.29-
00001 SERVICEMASTER INC	122044	00201372 19006755 EXTRACT WATER P/F ACADEMY	08/31/20	278657	5,787.52-

SERVICEMASTER INC					
Sum					5,787.52-
00001 SEMP, MICHAEL J PLLC	INVOICE #13	00201710 19006965 ADDL AMT DUE PO#201309	08/31/20	278659	375.00-

SEMP, MICHAEL J PLLC					
Sum					375.00-
00001 SHERWIN-WILLIAMS COMPANY	3210-1	00200830 19006785 PAINT SUPP PARKING GARAGE	08/31/20	278660	219.68-

SHERWIN-WILLIAMS COMPANY					
Sum					219.68-
00001 SOLAR SUPPLY INC	3431993	00201187 19006891 A/C SUPP CONSTR DEPT	08/31/20	278663	47.29-
00001 SOLAR SUPPLY INC	3432683	00201565 19006919 A/C UNIT TRAFFIC/CONSTR DEPT	08/31/20	278663	1,506.41-

SOLAR SUPPLY INC					
Sum					1,553.70-
00001 SOUTHERN MS PLANNING & D	12119	00193184 19006948 PAVEMENT MGMT PLAN DEV MPO DIV	08/31/20	278664	26,578.02-

SOUTHERN MS PLANNING & D					
Sum					26,578.02-
00001 SOUTHERN PINE ELECTRIC P	8/20 GENERAL	00202021 19006882 MNTHLY 8/20 PUBLIC SERVICES	08/31/20	278665	70.88-

SOUTHERN PINE ELECTRIC P					
Sum					70.88-
00001 SOUTHERN PINES ANIMAL SH	COB-17	00201641 19006910 HANDLING/HOUSING 9/2020	08/31/20	278666	14,583.33-

SOUTHERN PINES ANIMAL SH					
Sum					14,583.33-

00001 SOUTHGROUP (HATTIESBURG	HATTIES-02 F	00201763	19007003	FLOOD POLICY 10/2020-10/2021	08/31/20	278668	15,904.00-
00001 SOUTHGROUP (HATTIESBURG	HATTIES-02 1	00201764	19007004	BLANKET BOND	08/31/20	278668	7,700.00-
00001 SOUTHGROUP (HATTIESBURG	HATTIES-02 1	00201764	19007005	CREDIT	08/31/20	278668	406.00

SOUTHGROUP (HATTIESBURG							
Sum							23,198.00-
00001 SPEEDY PRINTING & SIGNS	28116	00201377	19006782	UNIT NUMBERS CONSTR DEPT	08/31/20	278670	144.00-
00001 SPEEDY PRINTING & SIGNS	28127	00201477	19006889	STREET MARKING SIGNS TRAFFIC	08/31/20	278670	168.00-
00001 SPEEDY PRINTING & SIGNS	28133	00201560	19006890	AVENUE LETTERS TRAFFIC DEPT	08/31/20	278670	36.00-

SPEEDY PRINTING & SIGNS							
Sum							348.00-
00001 SPIRE ENERGY	8/20 GENERAL	00202022	19006883	MNTHLY GAS-GENERAL	08/31/20	278671	303.82-

SPIRE ENERGY							
Sum							303.82-
00001 STANDARD OFFICE SUPPLY C	5201972-0	00200800	19006745	COPY PAPER M/ADM	08/31/20	278672	201.00-
00001 STANDARD OFFICE SUPPLY C	5201282-0	00198036	19006749	OFFICE SUPP CITY CLERK/TAX	08/31/20	278672	50.98-
00001 STANDARD OFFICE SUPPLY C	5201282-1	00198036	19006750	OFFICE SUPP CITY CLERK/TAX	08/31/20	278672	67.40-
00001 STANDARD OFFICE SUPPLY C	5201813-0	00200555	19006751	OFFICE SUPP CITY CLERK/TAX	08/31/20	278672	56.93-
00001 STANDARD OFFICE SUPPLY C	5201918-0	00200708	19006752	COPY PAPER PURCHASING DEPT	08/31/20	278672	190.00-
00001 STANDARD OFFICE SUPPLY C	5201891-0	00200657	19006753	PRINTER SUPP L.I.F.E.	08/31/20	278672	143.92-
00001 STANDARD OFFICE SUPPLY C	5202126-0	00201067	19006759	OFFICE SUPP PUBLIC WORKS	08/31/20	278672	88.15-
00001 STANDARD OFFICE SUPPLY C	5201354-0	00198036	19006768	OFFICE SUPP CITY CLERK/TAX	08/31/20	278672	37.00-
00001 STANDARD OFFICE SUPPLY C	C5201282-0	00198036	19006769	CREDIT RETURN	08/31/20	278672	36.99

STANDARD OFFICE SUPPLY C							
Sum							798.39-
00001 STAPLES	3454826244	00201650	19006994	DESK CHAIR LAND CODE DIV	08/31/20	278673	99.99-

STAPLES							
Sum							99.99-
00001 STRICKLAND PAPER COMPANY	BH801003-00	00201515	19006884	PAPER SUPPLIES VARI DEPTS	08/31/20	278675	601.73-

STRICKLAND PAPER COMPANY							
Sum							601.73-
00001 STRICKLAND, ROCKELLE	TRAV ADVANCE	00201732	19006972	TRAV ADV I.A.E.D.CERTIFICATN	08/31/20	278676	901.00-

STRICKLAND, ROCKELLE							
Sum							901.00-
00001 SUNBELT FIRE INC	324754	00200916	19006888	FIRE HOSE FOR ALL STATIONS	08/31/20	278677	4,532.64-

SUNBELT FIRE INC							
Sum							4,532.64-
00001 SYNERGY PARTNERS	618	00201651	19006945	HERBICIDE FOR CITY DITCHES	08/31/20	278678	4,800.70-

SYNERGY PARTNERS							
Sum							4,800.70-

00001 TRANSUNION RISK AND ALTE 362606 8/01/ 00201503 19006826 ONLINE INVESTIGATIONS 7/2020	08/31/20	278684	463.80-
00001 TRANSUNION RISK AND ALTE 362606 7/01/ 00201503 19006827 ONLINE INVESTIGATIONS 6/2020	08/31/20	278684	347.10-

TRANSUNION RISK AND ALTE			
Sum			810.90-
00001 TURNER SUPPLY COMPANY (H 3094339-00 00201350 19006762 MAKITA SAW CONSTR DEPT	08/31/20	278685	154.95-

TURNER SUPPLY COMPANY (H			
Sum			154.95-
00001 TYLER TECHNOLOGIES INC 045-312929 00201782 19007001 MUNIS IMPLEMENTATION 8/4-7/20	08/31/20	278686	5,600.00-

TYLER TECHNOLOGIES INC			
Sum			5,600.00-
00001 U S POSTMASTER-POSTAGE (POSTAGE PERM 00201528 19006838 PERMIT#213 SPECIAL ELECTION	08/31/20	278687	7,686.11-

U S POSTMASTER-POSTAGE (			
Sum			7,686.11-
00001 U SAVE AUTO RENTAL 18164 00201549 19006886 VAN 8/20 FIRE RECRUIT TESTING	08/31/20	278688	99.95-

U SAVE AUTO RENTAL			
Sum			99.95-
00001 ULINE 123103692 00201346 19006887 HAND TOOL IDENTITY TAPE HFD	08/31/20	278689	250.81-

ULINE			
Sum			250.81-
00001 UNDERWOOD OUTDOOR POWER, 89823 00200753 19006901 GENERATOR REPR P/F ACADEMY	08/31/20	278690	302.42-
00001 UNDERWOOD OUTDOOR POWER, 90664 00200847 19006902 LAWN MOWER BELT #8 FIRE STA	08/31/20	278690	38.77-
00001 UNDERWOOD OUTDOOR POWER, 90934 00200953 19006903 LAWN MOWER BATTERY #1 FIRE	08/31/20	278690	45.95-
00001 UNDERWOOD OUTDOOR POWER, 91009 00201740 19007014 LAWN MOWER REPR #8 FIRE STA	08/31/20	278690	64.10-

UNDERWOOD OUTDOOR POWER,			
Sum			451.24-
00001 UNITED PARCEL SERVICE IN 00008E1Y1532 00201399 19006777 SERVS 7/30/20 POLICE DEPT	08/31/20	278691	23.35-

UNITED PARCEL SERVICE IN			
Sum			23.35-
00001 UNIVERSITY OF MISSISSIPP CL201621 00201432 19006786 REG CLE SEMINAR MORAN POPE	08/31/20	278692	175.00-

UNIVERSITY OF MISSISSIPP			
Sum			175.00-
00001 UNIVERSITY OF SOUTHERN M FALL TUITION 00201422 19006801 FALL 2020 TUITION	08/31/20	278693	5,307.00-

UNIVERSITY OF SOUTHERN M			
Sum			5,307.00-

00001 UNIVERSITY TIRE & SERVIC INV158553	00201380 19006774 REPRS U#18548 URBAN DEV	08/31/20	278694	62.70-
00001 UNIVERSITY TIRE & SERVIC INV158844	00201505 19006849 TIRE U#15480 CONSTR DEPT	08/31/20	278694	127.55-
00001 UNIVERSITY TIRE & SERVIC INV157517	00200961 19006899 TIRES POLICE DEPT STOCK	08/31/20	278694	2,475.40-
00001 UNIVERSITY TIRE & SERVIC INV158456	00201258 19006908 TIRES U#17412 SANIT	08/31/20	278694	451.12-
00001 UNIVERSITY TIRE & SERVIC 553763	00201677 19006932 BAL/ALIGN U#16716 POLICE	08/31/20	278694	129.95-
00001 UNIVERSITY TIRE & SERVIC INV159248	00198947 19006993 ALIGNMENT U#18317 POLICE	08/31/20	278694	79.95-

UNIVERSITY TIRE & SERVIC				
Sum				3,326.67-
00001 W GEOTECHNICAL AND TESTI 4396	00201770 19007026 MATLS TESTS PUB SAFETY CMLPX	08/31/20	278701	2,112.50-

W GEOTECHNICAL AND TESTI				
Sum				2,112.50-
00001 WAL-MART STORES INC PO#200737 7/	00200737 19006950 SUPPLIES FOR MUN COURT	08/31/20	278702	48.15-

WAL-MART STORES INC				
Sum				48.15-
00001 WALT MASSEY CHEVROLET 241658	00198193 19006968 REPR PTS U#16756 POLICE	08/31/20	278704	163.57-

WALT MASSEY CHEVROLET				
Sum				163.57-
00001 WARREN PAVING INC 197075.1(A)	00197075 19006780 PAVING DOGWOOD DR NON-FEMA	08/31/20	278706	19,492.10-
00001 WARREN PAVING INC 197075.1(B)	00201384 19006781 ADDL AMT DUE PO#197075	08/31/20	278706	19,045.18-

WARREN PAVING INC				
Sum				38,537.28-
00001 WASTE MANAGEMENT OF SOUT 0012292-2526	00201706 19006992 RUBBISH DISPOSAL 8/3-14 SANIT	08/31/20	278707	1,753.06-

WASTE MANAGEMENT OF SOUT				
Sum				1,753.06-
00001 WATERS INTERNATIONAL TRU 08P892736	00200969 19007019 REPR PTS U#16008 PUBLIC WORKS	08/31/20	278709	165.62-

WATERS INTERNATIONAL TRU				
Sum				165.62-
00001 WEBBS PAINT COMPANY 091354	00200805 19006996 PRESSURE WASH TATUM TNS BLDG	08/31/20	278710	870.00-

WEBBS PAINT COMPANY				
Sum				870.00-
00001 WHEELER'S JANITORIAL SUP 079231	00201176 19006920 PAPER TOWELS SANIT DEPT	08/31/20	278712	172.00-
00001 WHEELER'S JANITORIAL SUP 079232(A)	00200769 19006990 COVID-19 SUPP SANIT DEPT/UNTS	08/31/20	278712	741.00-
00001 WHEELER'S JANITORIAL SUP 079232(B)	00201696 19006991 ADDL AMT DUE PO#200769	08/31/20	278712	64.00-
00001 WHEELER'S JANITORIAL SUP 079285	00201406 19007020 TRASH BAGS PUBLIC WORKS	08/31/20	278712	245.00-

WHEELER'S JANITORIAL SUP				
Sum				1,222.00-
00001 WILLIAM CAREY UNIVERSITY INVOICE NO.6	00201789 19007028 ADVERTISING 2019-2020	08/31/20	278713	7,000.00-

WILLIAM CAREY UNIVERSITY				
Sum				7,000.00-

Sum				1,941,753.00-

00002 BRACKMAN MOWER WAREHOUSE 56165	00201276 19001576 WHEEL REPR U#21097 MOWER	08/31/20	278514	398.00-
00002 BRACKMAN MOWER WAREHOUSE 56350	00201368 19001577 REPRS U#20234 MOWER	08/31/20	278514	83.47-
00002 BRACKMAN MOWER WAREHOUSE 55685	00200882 19001579 NEW MOWER REC MAINT	08/31/20	278514	999.00-
00002 BRACKMAN MOWER WAREHOUSE 56266	00201370 19001580 HEDGE TRIMMER GRNDS MAINT	08/31/20	278514	459.99-
00002 BRACKMAN MOWER WAREHOUSE 56592	00201713 19001596 REPRS U#21325 MOWER	08/31/20	278514	190.23-
00002 BRACKMAN MOWER WAREHOUSE 56597	00201715 19001597 REPRS U#20234 MOWER	08/31/20	278514	209.50-
00002 BRACKMAN MOWER WAREHOUSE 56595	00201716 19001598 REPRS U#21597 MOWER	08/31/20	278514	203.50-
00002 BRACKMAN MOWER WAREHOUSE 56585	00201717 19001599 REPRS U#20823 MOWER	08/31/20	278514	134.73-
00002 BRACKMAN MOWER WAREHOUSE 56577	00201661 19001603 REPRS U#20745 MOWER	08/31/20	278514	128.00-
00002 BRACKMAN MOWER WAREHOUSE 56578	00201663 19001604 REPRS U#19464 MOWER	08/31/20	278514	197.00-
00002 BRACKMAN MOWER WAREHOUSE 56576	00201664 19001605 REPRS U#21451 MOWER	08/31/20	278514	394.00-
00002 BRACKMAN MOWER WAREHOUSE 56591	00201719 19001606 REPRS U#20822 MOWER	08/31/20	278514	216.13-
00002 BRACKMAN MOWER WAREHOUSE 56593	00201720 19001607 REPRS U#20744 MOWER	08/31/20	278514	184.23-
00002 BRACKMAN MOWER WAREHOUSE 56594	00201721 19001608 REPRS U#21096 MOWER	08/31/20	278514	204.23-
00002 BRACKMAN MOWER WAREHOUSE 56596	00201722 19001609 REPRS U#21097 MOWER	08/31/20	278514	128.73-

BRACKMAN MOWER WAREHOUSE				
Sum				4,130.74-
00002 BURGE EXCAVATING & GRADI 1466	00201207 19001537 MASON SAND TATUM SOCCER	08/31/20	278515	1,950.00-

BURGE EXCAVATING & GRADI				
Sum				1,950.00-
00002 CAMPER CITY OF HATTIESBU 45513	00201149 19001551 TAILGATE REPR U#11212 TRAILER	08/31/20	278519	45.00-

CAMPER CITY OF HATTIESBU				
Sum				45.00-
00002 CARQUEST AUTO PARTS STOR 14758-145580	00201127 19001544 LUBRICANTS GRNDS MAINT	08/31/20	278522	138.96-
00002 CARQUEST AUTO PARTS STOR 14758-146235	00201458 19001558 AIR COMPRESSOR REPR PTS	08/31/20	278522	80.53-
00002 CARQUEST AUTO PARTS STOR 14758-146234	00201470 19001559 REPRS U#20420 GRNDS MAINT	08/31/20	278522	296.28-
00002 CARQUEST AUTO PARTS STOR 14758-146102	00201390 19001573 REPR PTS U#9167 TRUCK	08/31/20	278522	17.98-

CARQUEST AUTO PARTS STOR				
Sum				533.75-
00002 CITY OF HATTIESBURG FUND TRF 2ND 8/20	002020779 19001583 TRF 2ND 8/2020 PAYROLL	08/25/20	20025	59,108.35-

CITY OF HATTIESBURG FUND				
Sum				59,108.35-
00002 COURTESY MOTORS INC 54833	00201551 19001610 2018 TRUCK GRNDS MAINT	08/31/20	278538	21,613.00-

COURTESY MOTORS INC				
Sum				21,613.00-
00002 DAWSON, J A & CO INC 18738	00200936 19001570 PLAYGRND EQUIP EASTSIDE PARK	08/31/20	278543	1,966.99-

DAWSON, J A & CO INC				
Sum				1,966.99-
00002 ECONOMY SUPPLY CO 034917	00199826 19001572 BLDG MATLS GRNDS MAINT	08/31/20	278547	154.50-

ECONOMY SUPPLY CO				
Sum				154.50-

00002 ELKINS WHOLESALE INC	426241 00 00	00200937 19001535	JANIT SUPP GRNDS MAINT	08/31/20	278551	476.05-
00002 ELKINS WHOLESALE INC	426241-01 00	00200937 19001536	JANIT SUPP GRNDS MAINT	08/31/20	278551	41.11-
00002 ELKINS WHOLESALE INC	427239 00 00	00201128 19001540	JANIT SUPP GRNDS MAINT	08/31/20	278551	551.04-
00002 ELKINS WHOLESALE INC	427888	00201257 19001541	JANIT SUPP GRNDS MAINT	08/31/20	278551	244.60-
00002 ELKINS WHOLESALE INC	427888-01	00201257 19001542	JANIT SUPP GRNDS MAINT	08/31/20	278551	29.52-

ELKINS WHOLESALE INC						
Sum						1,342.32-
00002 EXCEL INDUSTRIES INC	PO#201057 8/	00201057 19001581	HUSTLER MOWER REC MAINT	08/31/20	278558	12,249.00-

EXCEL INDUSTRIES INC						
Sum						12,249.00-
00002 FAGAN TREE AND SPRAYING	3374	00200885 19001553	SPRAY WEEDS VARI LOC	08/31/20	278560	3,200.00-
00002 FAGAN TREE AND SPRAYING	3375	00201626 19001587	SPRAYING VARI PARKS	08/31/20	278560	1,850.00-

FAGAN TREE AND SPRAYING						
Sum						5,050.00-
00002 GERMBUSTERS SANITIZE & S	1005	00201091 19001539	DISINFECT SERV COVID-19 REC	08/31/20	278568	140.00-
00002 GERMBUSTERS SANITIZE & S	1008	00201091 19001566	DISINFECT TATUM REC COVID-19	08/31/20	278568	140.00-
00002 GERMBUSTERS SANITIZE & S	1009	00201091 19001567	DISINFECT TATUM REC COVID-19	08/31/20	278568	140.00-

GERMBUSTERS SANITIZE & S						
Sum						420.00-
00002 GILKEY ELECTRIC SUPPLY C	326312	00200710 19001545	ELEC SUPP KP WALK TRAIL LITES	08/31/20	278569	1,595.00-
00002 GILKEY ELECTRIC SUPPLY C	326719	00201089 19001546	ELEC SUPP TATUM PARK LIGHTS	08/31/20	278569	64.00-

GILKEY ELECTRIC SUPPLY C						
Sum						1,659.00-
00002 HAVARD PEST CONTROL INC	1646132	00201611 19001563	RODENT CONTROL TATUM REC OFFC	08/31/20	278581	50.00-

HAVARD PEST CONTROL INC						
Sum						50.00-
00002 JERRY'S AUTOMOTIVE REPAI	20714	00201223 19001574	REPRS U#9603 TRUCK	08/31/20	278592	1,143.77-

JERRY'S AUTOMOTIVE REPAI						
Sum						1,143.77-
00002 KINSEY WELDING	5189	00201602 19001564	GOAL REPR TATUM FLD #2	08/31/20	278595	180.00-
00002 KINSEY WELDING	5190	00201602 19001565	HITCH REPR U#18764 TRAILER	08/31/20	278595	557.00-

KINSEY WELDING						
Sum						737.00-
00002 LANCASTER'S MACHINE & WE	024552	00201367 19001578	REPRS U#13030 TRAILER	08/31/20	278598	340.00-
00002 LANCASTER'S MACHINE & WE	024569	00201600 19001601	REPRS U#17050 TRAILER	08/31/20	278598	485.00-

LANCASTER'S MACHINE & WE						
Sum						825.00-
00002 MAACO COLLISION REPAIR &	24226	00201077 19001549	REAR MIRRORS U#14127 TRUCK	08/31/20	278603	263.86-

MAACO COLLISION REPAIR &						
Sum						263.86-

00002 MAULDIN COMPANY	R52936	00201606 19001600 REPRS U#3038 TRACTOR	08/31/20	278608	1,296.32-

MAULDIN COMPANY					
Sum					1,296.32-
00002 MS POWER COMPANY	8/20 PKS/REC	00202022 19001584 MNTHLY ELEC-PARKS & REC	08/31/20	278622	13,248.48-

MS POWER COMPANY					
Sum					13,248.48-
00002 N & H ELECTRONIC DISTRIB	94353	00201584 19001571 ZIP TIES GRNDS MAINT	08/31/20	278623	108.84-

N & H ELECTRONIC DISTRIB					
Sum					108.84-
00002 OFFICE DEPOT INC	2424226793	00201170 19001555 OFFICE SUPP TATUM REC OFFICE	08/31/20	278631	106.89-

OFFICE DEPOT INC					
Sum					106.89-
00002 OWENS BUSINESS MACHINES	403594	00201409 19001562 CANON COPIER TATUM REC OFFICE	08/31/20	278632	2,063.00-

OWENS BUSINESS MACHINES					
Sum					2,063.00-
00002 PARISH TRACTOR (HATTIESB	02-170741	00201456 19001560 SPREADER GRNDS MAINT	08/31/20	278633	495.00-

PARISH TRACTOR (HATTIESB					
Sum					495.00-
00002 RICHARDSON ATHLETICS, LL	33514	00201260 19001582 ROUND TRIPPER TURF DAHMER PK	08/31/20	278649	2,795.81-

RICHARDSON ATHLETICS, LL					
Sum					2,795.81-
00002 RJ YOUNG COMPANY	INV3792109	00201466 19001556 COPIER 8/2019-8/2021 REC ADM	08/31/20	278651	1,731.05-

RJ YOUNG COMPANY					
Sum					1,731.05-
00002 RJM MCQUEEN CONTRACTING	2220	00200942 19001602 DEBRIS RMVL/TOPSOIL CHAIN PK	08/31/20	278653	4,800.00-

RJM MCQUEEN CONTRACTING					
Sum					4,800.00-
00002 SHERWIN-WILLIAMS COMPANY	3133-5	00201363 19001547 PAINT SUPP TATUM SOCCER	08/31/20	278660	21.54-
00002 SHERWIN-WILLIAMS COMPANY	3192-1	00201395 19001548 BALLFLD PAINT TATUM SOCCER	08/31/20	278660	255.75-

SHERWIN-WILLIAMS COMPANY					
Sum					277.29-
00002 SOUTHERN TIRE MART LLC (	2520041425	00201130 19001575 TIRES U#21153 TRUCK	08/31/20	278667	684.00-

SOUTHERN TIRE MART LLC (					
Sum					684.00-
00002 SPEEDY PRINTING & SIGNS	28092	00201222 19001552 NEW MOWER LABELS U#21597	08/31/20	278670	18.00-

SPEEDY PRINTING & SIGNS					
Sum					18.00-

00002 TOUCHSTONE MOTOR SALES I A74832 PO#20 00201550 19001591 2010 TRUCK U#21613 GRNDS MNT	08/31/20	278683	9,650.00-

TOUCHSTONE MOTOR SALES I			
Sum			9,650.00-
00002 WEBBS PAINT COMPANY 091355 00201115 19001589 PREP/PAINT TATUM TENNIS CRTS	08/31/20	278710	1,475.00-
00002 WEBBS PAINT COMPANY 091353 00201115 19001590 PREP/PAINT EASTSIDE PK EQUIP	08/31/20	278710	1,680.00-

WEBBS PAINT COMPANY			
Sum			3,155.00-

Sum			167,982.16-

00009 CARQUEST AUTO PARTS STOR	14758-146432	00201590	19001826	REPR PTS U#18706 WTR BILLING	08/31/20	278522	36.36-

CARQUEST AUTO PARTS STOR							
Sum							36.36-
00009 CENTRAL PIPE SUPPLY INC	S100223207.0	00200096	19001767	PLUMB SUPP TRANS WAREHOUSE	08/31/20	278524	438.06-
00009 CENTRAL PIPE SUPPLY INC	S100223207.0	00200096	19001768	PLUMB SUPP TRANS WAREHOUSE	08/31/20	278524	2,482.34-

CENTRAL PIPE SUPPLY INC							
Sum							2,920.40-
00009 CERTIFIED LABORATORIES	7074628	00201499	19001832	CHEMICALS LIFT STATIONS	08/31/20	278525	12,770.00-

CERTIFIED LABORATORIES							
Sum							12,770.00-
00009 CINTAS CORPORATION #J66	4058849517	00201435	19001761	UNIFORMS 8/17 PLANT	08/31/20	278529	46.27-
00009 CINTAS CORPORATION #J66	4058849517	00201435	19001762	UNIFORMS 8/17 PLANT	08/31/20	278529	28.80-
00009 CINTAS CORPORATION #J66	4058849517	00201435	19001763	UNIFORMS 8/17 PLANT	08/31/20	278529	149.85-
00009 CINTAS CORPORATION #J66	4058849517	00201435	19001764	UNIFORMS 8/17 LAGOON	08/31/20	278529	19.36-
00009 CINTAS CORPORATION #J66	4058849205	00201436	19001765	MOP/MAT 8/17 PLANT	08/31/20	278529	21.88-
00009 CINTAS CORPORATION #J66	4059493796	00201630	19001811	MOP/MAT 8/24 PLANT	08/31/20	278529	21.88-
00009 CINTAS CORPORATION #J66	4059494103	00201632	19001815	UNIFORMS 8/24 PLANT	08/31/20	278529	46.27-
00009 CINTAS CORPORATION #J66	4059494103	00201632	19001816	UNIFORMS 8/24 LAGOON	08/31/20	278529	19.36-
00009 CINTAS CORPORATION #J66	4059494103	00201632	19001817	UNIFORMS 8/24 LAGOON	08/31/20	278529	28.80-
00009 CINTAS CORPORATION #J66	4059494103	00201632	19001818	UNIFORMS 8/24 LAGOON	08/31/20	278529	111.85-
00009 CINTAS CORPORATION #J66	4058850024	00201643	19001837	UNIFORMS 8/17 WTR SERVICE MEN	08/31/20	278529	47.92-
00009 CINTAS CORPORATION #J66	4059494478	00201643	19001838	UNIFORMS 8/24 WTR SERVICE MEN	08/31/20	278529	47.92-

CINTAS CORPORATION #J66							
Sum							590.16-
00009 CITY OF HATTIESBURG FUND TRF 2ND 8/20	02020779	19001835	TRF 2ND 8/2020	PAYROLL	08/25/20	90026	103,128.62-

CITY OF HATTIESBURG FUND							
Sum							103,128.62-
00009 CONTROL SYSTEMS INC	58758	00201474	19001771	SERVICE CALL WTR PLT #1	08/31/20	278536	663.75-

CONTROL SYSTEMS INC							
Sum							663.75-
00009 CORE & MAIN (HD SUPPLY W	M751446	00200972	19001846	PLUMB SUPP SEWER STOCK	08/31/20	278537	2,487.44-
00009 CORE & MAIN (HD SUPPLY W	M799831	00200972	19001847	PLUMB SUPP SEWER STOCK	08/31/20	278537	99.50-

CORE & MAIN (HD SUPPLY W							
Sum							2,586.94-
00009 DIXIE COMMUNITY UTILITY	SEWER BILLIN	00201525	19001774	SEWER BILLING 7/2020	08/31/20	278545	414.00-

DIXIE COMMUNITY UTILITY							
Sum							414.00-
00009 ECONOMY SUPPLY CO	039221	00201136	19001830	QUIKRETE SEWER DEPT	08/31/20	278547	336.00-
00009 ECONOMY SUPPLY CO	039222	00201277	19001841	WASP SPRAY WTR PLANT	08/31/20	278547	297.50-

ECONOMY SUPPLY CO							
Sum							633.50-

00009 ELKINS WHOLESALE INC	427254	00200690 19001769 RAINSUIT/GLOVES SEWER CREWS	08/31/20	278551	454.11-
00009 ELKINS WHOLESALE INC	427254-1	00200690 19001770 BOOTS/RAINSUITS SEWER CREWS	08/31/20	278551	1,335.99-

ELKINS WHOLESALE INC					
Sum					1,790.10-
00009 EQUIPMENT INC	164006763	00201542 19001852 REPR PTS U#20378 SEWER	08/31/20	278555	12.15-

EQUIPMENT INC					
Sum					12.15-
00009 HUGHES SUPPLY	S159330125.0	00201096 19001750 A/C REPR SUPP WTR PLANT	08/31/20	278585	98.75-

HUGHES SUPPLY					
Sum					98.75-
00009 I C M-IMPROVED CONSTR ME	50004416	00201132 19001827 CHOP SAW BLADES WTR TRANS	08/31/20	278587	450.00-

I C M-IMPROVED CONSTR ME					
Sum					450.00-
00009 L & A CONTRACTING CO	483-166	00201417 19001766 AERATOR MNT 7/27-8/9 LAGOONS	08/31/20	278596	37,930.00-

L & A CONTRACTING CO					
Sum					37,930.00-
00009 MISSION COMMUNICATIONS	1043515	00201382 19001752 ANNUAL SERV LIFT STATIONS	08/31/20	278616	4,816.80-

MISSION COMMUNICATIONS					
Sum					4,816.80-
00009 MORGAN, C J INC	2020051	00201547 19001779 WTR REPRS AVID HOTEL	08/31/20	278619	34,132.66-
00009 MORGAN, C J INC	2020067	00201547 19001780 WTR REPRS PINE BELT IND	08/31/20	278619	198,706.09-

MORGAN, C J INC					
Sum					232,838.75-
00009 MS POWER COMPANY	8/20 W&SO&M	00202022 19001836 MNTHLY ELEC-W&SO&M	08/31/20	278622	78,540.69-

MS POWER COMPANY					
Sum					78,540.69-
00009 NORTH LAMAR WATER ASSN	SEWER BILLIN	00201524 19001775 SEWER BILLING 8/2020	08/31/20	278629	146.00-

NORTH LAMAR WATER ASSN					
Sum					146.00-
00009 PATTERSON AUTO ELECTRIC	80729	00199572 19001754 REPRS U#20615 TRANS DEPT	08/31/20	278634	387.74-
00009 PATTERSON AUTO ELECTRIC	80728	00199573 19001755 REPRS U#21424 TRANS DEPT	08/31/20	278634	733.29-
00009 PATTERSON AUTO ELECTRIC	80719	00201275 19001756 REPRS U#21424 TRANS DEPT	08/31/20	278634	487.50-
00009 PATTERSON AUTO ELECTRIC	80718	00201292 19001757 REPRS U#18587 WTR PLANT	08/31/20	278634	1,249.11-
00009 PATTERSON AUTO ELECTRIC	80732	00198239 19001758 BRAKE REPR U#13061 TRAILER	08/31/20	278634	337.50-
00009 PATTERSON AUTO ELECTRIC	80645	00201335 19001802 TIRE U#21424 WTR PLT TRAILER	08/31/20	278634	243.13-
00009 PATTERSON AUTO ELECTRIC	80707	00201473 19001803 REPRS U#21382 LAGOON	08/31/20	278634	533.22-
00009 PATTERSON AUTO ELECTRIC	80701	00201591 19001834 REPRS U#20027 LAGOONS	08/31/20	278634	1,223.84-

PATTERSON AUTO ELECTRIC					
Sum					5,195.33-

00009 PEARL RIVER VALLEY EPA (8/20 W&SO&M	00202022 19001843 MNTHLY 8/20 PUBLIC SERVICES	08/31/20	278635	5,819.57-

PEARL RIVER VALLEY EPA (				5,819.57-
Sum				
00009 PINE BELT CDJR, INC (MCM 101237	00200682 19001777 2020 RAM TRUCK U#21592 TRANS	08/31/20	278637	24,203.00-
00009 PINE BELT CDJR, INC (MCM 101238	00200682 19001778 2020 RAM TRUCK U#21593 TRANS	08/31/20	278637	24,203.00-

PINE BELT CDJR, INC (MCM				48,406.00-
Sum				732.12-
00009 POLLARD WATER.COM-EAST 0172943	00201269 19001753 METER LOCKS/KEYS WTR BILLING	08/31/20	278640	732.12-

POLLARD WATER.COM-EAST				732.12-
Sum				194.00-
00009 RAWLS SPRINGS UTILITY DI SEWER BILLIN	00201599 19001806 SEWER BILLING 8/2020	08/31/20	278646	194.00-

RAWLS SPRINGS UTILITY DI				194.00-
Sum				
00009 RJM MCQUEEN CONTRACTING 2191	00201544 19001781 SWR REPR S 34TH & TILTREE RD	08/31/20	278653	2,322.00-
00009 RJM MCQUEEN CONTRACTING 2192	00201544 19001782 SWR REPR S 17TH & FULLER ST	08/31/20	278653	4,414.00-
00009 RJM MCQUEEN CONTRACTING 2193	00201544 19001783 SWR REPR KIMBALL & MABLE ST	08/31/20	278653	2,113.00-
00009 RJM MCQUEEN CONTRACTING 2194	00201544 19001784 SWR REPR METHODIST BLVD/HOSP	08/31/20	278653	11,288.56-
00009 RJM MCQUEEN CONTRACTING 2195	00201544 19001785 SWR REPR MCCLAIN & N 31ST	08/31/20	278653	1,466.00-
00009 RJM MCQUEEN CONTRACTING 2196	00201544 19001786 SWR REPR FORREST HILL/CRESTWD	08/31/20	278653	9,465.00-
00009 RJM MCQUEEN CONTRACTING 2197	00201544 19001787 ELEC WORK 6/20 LIFT STATIONS	08/31/20	278653	4,635.93-
00009 RJM MCQUEEN CONTRACTING 2198	00201544 19001788 SWR REPR MAMIE & S 15TH AVE	08/31/20	278653	3,795.00-
00009 RJM MCQUEEN CONTRACTING 2205	00201544 19001789 SWR REPR WSF TATUM/BONHOMIE	08/31/20	278653	5,294.00-
00009 RJM MCQUEEN CONTRACTING 2206	00201544 19001790 SWR REPR CHESTERFIELD/CHELSEA	08/31/20	278653	5,367.00-
00009 RJM MCQUEEN CONTRACTING 2207	00201544 19001791 SWR REPR SOUTHERN AVE/RONIE	08/31/20	278653	5,443.00-
00009 RJM MCQUEEN CONTRACTING 2208	00201544 19001792 SWR REPR E 9TH & RIVER ST	08/31/20	278653	9,334.30-
00009 RJM MCQUEEN CONTRACTING 2209	00201544 19001793 SWR REPR FORREST HILL/CRESTWD	08/31/20	278653	2,543.20-
00009 RJM MCQUEEN CONTRACTING 2211	00201544 19001794 SWR REPR HWY 42/INDUSTRIAL DR	08/31/20	278653	4,320.00-
00009 RJM MCQUEEN CONTRACTING 2212	00201544 19001795 SWR REPR PINE TREE/L ESTATES	08/31/20	278653	9,846.00-
00009 RJM MCQUEEN CONTRACTING 2213	00201544 19001796 SWR REPR REGISTAR & STEPTS AV	08/31/20	278653	4,041.00-
00009 RJM MCQUEEN CONTRACTING 2214	00201544 19001797 SWR REPR BUSCHMAN & ELM ST	08/31/20	278653	10,348.70-
00009 RJM MCQUEEN CONTRACTING 2215	00201544 19001798 SWR REPR MAMIE & S 16TH AVE	08/31/20	278653	5,122.66-

RJM MCQUEEN CONTRACTING				101,159.35-
Sum				554.64-
00009 SOUTHERN PINE ELECTRIC P 8/20 W&SO&M	00202021 19001799 MNTHLY 8/20 PUBLIC SERVICES	08/31/20	278665	554.64-

SOUTHERN PINE ELECTRIC P				554.64-
Sum				108.00-
00009 SOUTHERN TIRE MART LLC (2520041706	00201168 19001804 TRAILER TIRE SEWER CREW	08/31/20	278667	108.00-
00009 SOUTHERN TIRE MART LLC (2520041163	00201190 19001853 TIRES U#19778 LAGOON	08/31/20	278667	280.68-

SOUTHERN TIRE MART LLC (				388.68-
Sum				143.79-
00009 SPARTAN TOOL, LLC 646893	00201535 19001833 JETTER HOSE LAGOONS	08/31/20	278669	143.79-

SPARTAN TOOL, LLC				143.79-
Sum				

00009 SPIRE ENERGY	8/20 W&SO&M	00202022 19001800 MNTHLY GAS-W&SO&M	08/31/20	278671	25.84-

SPIRE ENERGY					
Sum					25.84-
00009 STANDARD OFFICE SUPPLY C 5202440-0		00201523 19001848 OFFICE SUPP WTR BILLING	08/31/20	278672	131.74-
00009 STANDARD OFFICE SUPPLY C 5202440-1		00201523 19001849 OFFICE SUPP WTR BILLING	08/31/20	278672	33.32-
00009 STANDARD OFFICE SUPPLY C 5202441-0		00201523 19001850 OFFICE SUPP WTR BILLING	08/31/20	278672	175.89-

STANDARD OFFICE SUPPLY C					
Sum					340.95-
00009 STRICKLAND PAPER COMPANY BH801003-00		00201515 19001801 PAPER SUPPLIES WTR BILLING	08/31/20	278675	403.34-

STRICKLAND PAPER COMPANY					
Sum					403.34-
00009 U S POSTMASTER-POSTAGE (POSTAGE PERM		00201414 19001759 POSTAGE PERMIT#213 WTR BILNG	08/31/20	278687	10,000.00-

U S POSTMASTER-POSTAGE (					
Sum					10,000.00-
00009 UNDERWOOD OUTDOOR POWER, 89629		00200495 19001813 NEW TRIMMERS LAGOON MNT CREW	08/31/20	278690	794.97-
00009 UNDERWOOD OUTDOOR POWER, 88876		00200236 19001831 TRIMMER REPR SEWER DEPT	08/31/20	278690	76.38-

UNDERWOOD OUTDOOR POWER,					
Sum					871.35-
00009 UNIVERSITY TIRE & SERVIC INV158547		00201191 19001808 WHEEL/TIRE U#20057 WTR PLANT	08/31/20	278694	217.05-
00009 UNIVERSITY TIRE & SERVIC INV155802		00200251 19001812 TIRES U#20057 SEWER	08/31/20	278694	671.80-
00009 UNIVERSITY TIRE & SERVIC INV157292		00200854 19001814 TIRES U#19777 LAGOON	08/31/20	278694	312.22-
00009 UNIVERSITY TIRE & SERVIC INV158702		00201410 19001828 TIRES U#20046 WTR PLANT	08/31/20	278694	183.98-
00009 UNIVERSITY TIRE & SERVIC INV158836		00201434 19001829 TIRE U#19845 WTR PLANT	08/31/20	278694	263.72-

UNIVERSITY TIRE & SERVIC					
Sum					1,648.77-
00009 UTILITY SERVICE CO INC 6248 509661		00199135 19001809 WASH/DISINFECT FORR GEN TANK	08/31/20	278695	3,150.00-
00009 UTILITY SERVICE CO INC 6248 509746		00199135 19001810 WASH/DISINFECT MARKET CRT TNK	08/31/20	278695	3,150.00-

UTILITY SERVICE CO INC					
Sum					6,300.00-
00009 WARREN PAVING INC 33112		00199259 19001819 HOT ASPHALT WTR/SWR PATCHES	08/31/20	278706	589.85-
00009 WARREN PAVING INC 33604		00199259 19001820 HOT ASPHALT WTR/SWR PATCHES	08/31/20	278706	183.75-
00009 WARREN PAVING INC 34045		00199259 19001821 HOT ASPHALT WTR/SWR PATCHES	08/31/20	278706	300.74-
00009 WARREN PAVING INC 34101		00199259 19001822 HOT ASPHALT WTR/SWR PATCHES	08/31/20	278706	407.93-
00009 WARREN PAVING INC 34286		00199259 19001823 HOT ASPHALT WTR/SWR PATCHES	08/31/20	278706	333.20-
00009 WARREN PAVING INC 34217		00199259 19001824 HOT ASPHALT WTR/SWR PATCHES	08/31/20	278706	198.45-
00009 WARREN PAVING INC 34451		00199259 19001825 HOT ASPHALT WTR/SWR PATCHES	08/31/20	278706	197.84-

WARREN PAVING INC					
Sum					2,211.76-
00009 WATER COMPANY OF AMERICA 12		00201639 19001807 UNBILLED WTR & SWR SERVICES	08/31/20	278708	39,038.54-

WATER COMPANY OF AMERICA					
Sum					39,038.54-

Sum					714,543.41-

Date - 08/28/20

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
------	-------------

Check
Date

Check
No.

Check
Amount

WATER & SEWER B & I

00010 FIRST SECURITY BANK

8/1/20 ISSUE 02020749 19000014 DEBT SERVICE PYMT PRIN/INT/FEE

08/17/20

100005

205,499.38-

FIRST SECURITY BANK

Sum

205,499.38-

Sum

205,499.38-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

PERIOD ENDING AUGUST 31, 2020

Date

- 08/28/20

Vendor

Invoice
NumberPurchase
OrderClaims
NumberItem
DescriptionCheck
DateCheck
No.Check
Amount

WATER & SEWER FUND

00011 BLICKENSTAFF, JACOB C

METER DEP RF 02020780 19000817 METER DEPOSIT REFUND

08/31/20

278509

75.00-

BLICKENSTAFF, JACOB C

Sum

75.00-

00011 BOOKER, DIEDRE

METER DEP RF 02020780 19000815 METER DEPOSIT REFUND

08/31/20

278512

37.96-

BOOKER, DIEDRE

Sum

37.96-

00011 CATT, VIRGINIA

METER DEP RF 02020774 19000794 METER DEPOSIT REFUND

08/31/20

278523

37.96-

CATT, VIRGINIA

Sum

37.96-

00011 CONNER, TRADESHIA

METER DEP RF 02020774 19000802 METER DEPOSIT REFUND

08/31/20

278535

75.00-

CONNER, TRADESHIA

Sum

75.00-

00011 CRAFTON, BRENNAN

METER DEP RF 02020774 19000807 METER DEPOSIT REFUND

08/31/20

278539

14.96-

CRAFTON, BRENNAN

Sum

14.96-

00011 CRUMP, TESSA

METER DEP RF 02020774 19000799 METER DEPOSIT REFUND

08/31/20

278541

75.00-

CRUMP, TESSA

Sum

75.00-

00011 EVANS, MYRON

METER DEP RF 02020774 19000801 METER DEPOSIT REFUND

08/31/20

278556

75.00-

EVANS, MYRON

Sum

75.00-

00011 FAULKNER, JARRETT

METER DEP RF 02020774 19000798 METER DEPOSIT REFUND

08/31/20

278562

20.96-

FAULKNER, JARRETT

Sum

20.96-

00011 FRENCH, JOHN 1

METER DEP RF 02020774 19000809 METER DEPOSIT REFUND

08/31/20

278566

19.66-

FRENCH, JOHN 1

Sum

19.66-

00011 GOODMAN, RACHAEL

METER DEP RF 02020774 19000806 METER DEPOSIT REFUND

08/31/20

278572

75.00-

GOODMAN, RACHAEL

Sum

75.00-

00011 GOODSON, KOLT

METER DEP RF 02020774 19000797 METER DEPOSIT REFUND

08/31/20

278573

20.96-

GOODSON, KOLT

Sum

20.96-

00011 GRIGGS, AMANDA	METER DEP RF 02020774 19000793 METER DEPOSIT REFUND	08/31/20	278575	20.96-

GRIGGS, AMANDA				
Sum				20.96-
00011 HORNE, EMILY	METER DEP RF 02020774 19000800 METER DEPOSIT REFUND	08/31/20	278583	20.96-

HORNE, EMILY				
Sum				20.96-
00011 HUDSON CAPITAL ASSETS	METER DEP RF 02020774 19000782 METER DEPOSIT REFUND	08/31/20	278584	20.96-

HUDSON CAPITAL ASSETS				
Sum				20.96-
00011 HUNT, TAYLOR	METER DEP RF 02020774 19000810 METER DEPOSIT REFUND	08/31/20	278586	20.96-

HUNT, TAYLOR				
Sum				20.96-
00011 KENNEDY, KAREN	METER DEP RF 02020780 19000818 METER DEPOSIT REFUND	08/31/20	278594	75.00-

KENNEDY, KAREN				
Sum				75.00-
00011 LEE,ALVIN	METER DEP RF 02020774 19000792 METER DEPOSIT REFUND	08/31/20	278601	20.96-

LEE,ALVIN				
Sum				20.96-
00011 LUCAS, YOLANDA M	METER DEP RF 02020774 19000811 METER DEPOSIT REFUND	08/31/20	278602	20.96-

LUCAS, YOLANDA M				
Sum				20.96-
00011 MARBLE, BRANDON S	METER DEP RF 02020774 19000783 METER DEPOSIT REFUND	08/31/20	278606	20.96-

MARBLE, BRANDON S				
Sum				20.96-
00011 MATHIS, ROBERT	METER DEP RF 02020774 19000784 METER DEPOSIT REFUND	08/31/20	278607	14.96-

MATHIS, ROBERT				
Sum				14.96-
00011 MBA, SHELDON	METER DEP RF 02020774 19000804 METER DEPOSIT REFUND	08/31/20	278610	37.96-

MBA, SHELDON				
Sum				37.96-
00011 MCCARTHY, MARY C	METER DEP RF 02020780 19000812 METER DEPOSIT REFUND	08/31/20	278611	40.00-

MCCARTHY, MARY C				
Sum				40.00-
00011 MCMILLEN, WILLIAM DAVID	METER DEP RF 02020780 19000819 METER DEPOSIT REFUND	08/31/20	278613	20.96-

MCMILLEN, WILLIAM DAVID				
Sum				20.96-
00011 NEW LIFE CHRISTIAN COMMU	METER DEP RF 02020774 19000808 METER DEPOSIT REFUND	08/31/20	278624	36.66-

NEW LIFE CHRISTIAN COMMU				
Sum				36.66-

00011 SOLANA, PETER J	METER DEP RF 02020774 19000795 METER DEPOSIT REFUND	08/31/20	278662	20.96-

SOLANA, PETER J				
Sum				20.96-
00011 STOVALL, SAVANNAH	METER DEP RF 02020774 19000803 METER DEPOSIT REFUND	08/31/20	278674	48.16-

STOVALL, SAVANNAH				
Sum				48.16-
00011 TATUM, CAROLYN	METER DEP RF 02020780 19000813 METER DEPOSIT REFUND	08/31/20	278679	20.96-

TATUM, CAROLYN				
Sum				20.96-
00011 TIENDA LOS MOLINA	METER DEP RF 02020774 19000785 METER DEPOSIT REFUND	08/31/20	278680	36.66-

TIENDA LOS MOLINA				
Sum				36.66-
00011 TIMELESS PROPERTIES	METER DEP RF 02020780 19000814 METER DEPOSIT REFUND	08/31/20	278681	75.00-

TIMELESS PROPERTIES				
Sum				75.00-
00011 VILLAGE CROSSING	METER DEP RF 02020774 19000787 METER DEPOSIT REFUND	08/31/20	278696	300.00-

VILLAGE CROSSING				
Sum				300.00-
00011 VILLAGE CROSSING LLC NUG	METER DEP RF 02020774 19000788 METER DEPOSIT REFUND	08/31/20	278697	300.00-

VILLAGE CROSSING LLC NUG				
Sum				300.00-
00011 VILLAGE CROSSING LLC NUG	METER DEP RF 02020774 19000789 METER DEPOSIT REFUND	08/31/20	278698	300.00-

VILLAGE CROSSING LLC NUG				
Sum				300.00-
00011 VILLAGE CROSSING LLC NUG	METER DEP RF 02020774 19000791 METER DEPOSIT REFUND	08/31/20	278699	300.00-

VILLAGE CROSSING LLC NUG				
Sum				300.00-
00011 VILLAGE CROSSING LLC NUU	METER DEP RF 02020774 19000790 METER DEPOSIT REFUND	08/31/20	278700	300.00-

VILLAGE CROSSING LLC NUU				
Sum				300.00-
00011 WALKER, ANNA C	METER DEP RF 02020774 19000796 METER DEPOSIT REFUND	08/31/20	278703	75.00-

WALKER, ANNA C				
Sum				75.00-
00011 WENDLAND, CHARLES	METER DEP RF 02020780 19000816 METER DEPOSIT REFUND	08/31/20	278711	20.96-

WENDLAND, CHARLES				
Sum				20.96-
00011 YELVERTON, DAVID	METER DEP RF 02020774 19000805 METER DEPOSIT REFUND	08/31/20	278714	20.96-

YELVERTON, DAVID				
Sum				20.96-

00011 YOUNGBLOOD, BENNIE	METER DEP RF 02020774 19000786 METER DEPOSIT REFUND	08/31/20	278715	20.96-

YOUNGBLOOD, BENNIE				20.96-
Sum				-----
Sum				2,739.34-

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CITY B & I

00013 HANCOCK WHITNEY BANK

36071 7/22/ 02020769 19000007 MDBHATT319 2/1/20 - 8/1/20

08/18/20

130004

2,300.00-

HANCOCK WHITNEY BANK

Sum

2,300.00-

Sum

2,300.00-

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POLICE FORFEITURES FUND

00019	SIRCHIE	FINGER	PRINT	LAB	0454933-IN	00201153	19000059	DIGITAL	ANGLE	FINDER	08/31/20	278661	69.53-
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SIRCHIE FINGER PRINT LAB

Sum

00019	TOSHIBA BUSINESS SOLUTIO	5167954	00201400	19000058	COPIER 7/1-8/31	COMM RELA	08/31/20	278682	254.51-
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TOSHIBA BUSINESS SOLUTIONS

Sum

254.51-

Sum

324.04-

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TAX COLLECTOR'S FUND

00027 H'BURG PUBLIC SCHOOLS

8/2020

02020778

19000100

AUGUST 2020 MILLAGE DISTRIB

08/25/20

270045

360,044.78-

00027 H'BURG PUBLIC SCHOOLS

8/2020

02020778

1900010'

AUGUST 2020 MILLAGE DISTRIBUT

08/25/20

270046

48,109.61-

H'BURG PUBLIC SCHOOLS

Sum

408,154.39-

Sum

408,154.39-

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AIRPORT IMPROVEMENT FUND

00039 ARE CONSULTANTS INC

180712H

00201771

1900005'

SRVS AIRPORT APRON RESTORATN

08/31/20

278494

3,577.60-

ARE CONSULTANTS INC

Sum

00039 CHRIS ALBRITTON CONSTRUC PAY EST 4 FI 00201449 19000056 PAY EST 4F-RUNWAY DRAINAGE IMP

08/18/20

390010

3,577.60-

123,818.40-

CHRIS ALBRITTON CONSTRUC

Sum

123,818.40-

Sum

127,396.00-

Date - 08/28/20

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 AB SUPPORT SERVICES	10087	HUB CI	00201098	19000433 JANIT SERV 8/20 HCT	08/31/20	278483	300.00-
AB SUPPORT SERVICES							
Sum							300.00-
00073 AT&T MOBILITY	287273578351	00201511	19000441	WIRELESS SRV 7/2020 M TRANSIT	08/31/20	278502	177.60-
00073 AT&T MOBILITY	287273861504	00201617	19000445	GPS TRACKING 7/20 M TRANSIT	08/31/20	278502	242.90-
AT&T MOBILITY							
Sum							420.50-
00073 AUTOMOTIVE GLASS SPECIAL	I238848	00201453	19000451	CLEAR LEXAN U#20585 BUS	08/31/20	278505	200.00-
00073 AUTOMOTIVE GLASS SPECIAL	I238756	00201455	19000452	BLDG FRONT DOOR GLASS REPAIR	08/31/20	278505	402.56-
AUTOMOTIVE GLASS SPECIAL							
Sum							602.56-
00073 CARQUEST AUTO PARTS STOR	14758-146296	00201448	19000446	BATTERIES U#16761 & U#20462	08/31/20	278522	644.96-
CARQUEST AUTO PARTS STOR							
Sum							644.96-
00073 CITY OF HATTIESBURG FUND	TRF 2ND 8/20	02020779	19000447	TRF 2ND 8/2020 PAYROLL	08/25/20	730025	40,966.32-
CITY OF HATTIESBURG FUND							
Sum							40,966.32-
00073 ECONOMY SUPPLY CO	038699	00201147	19000438	BUS SHELTER ANCHORS	08/31/20	278547	274.75-
ECONOMY SUPPLY CO							
Sum							274.75-
00073 GILLIG LLC	40715540	00200727	19000439	REPR PTS U#16234 & U#16235	08/31/20	278570	2,155.36-
GILLIG LLC							
Sum							2,155.36-
00073 GROVE TRANSIT	JARC PROGRAM	00201577	19000442	JARC TRIPS 5/24-6/6/2020	08/31/20	278576	2,351.50-
00073 GROVE TRANSIT	JARC PROGRAM	00201577	19000443	JARC TRIPS 7/19-8/1/2020	08/31/20	278576	2,224.50-
00073 GROVE TRANSIT	JARC PROGRAM	00201683	19000449	JARC TRIPS 8/2-15/2020	08/31/20	278576	2,796.00-
GROVE TRANSIT							
Sum							7,372.00-
00073 MS POWER COMPANY	8/20 MASS TR	00202022	19000448	MNTHLY ELEC-MASS TRANSIT	08/31/20	278622	704.38-
MS POWER COMPANY							
Sum							704.38-
00073 NEWELL PAPER COMPANY	4089271	00201323	19000435	JANIT SUPP HUB CITY TRANSIT	08/31/20	278625	130.30-
NEWELL PAPER COMPANY							
Sum							130.30-

00073 PINE BELT CDJR, INC (MCM 55756	00199662 19000440 REPR PTS U#18763	08/31/20	278637	61.76-
00073 PINE BELT CDJR, INC (MCM 56422	00197603 19000450 REPR PTS U#18763	08/31/20	278637	126.75-

PINE BELT CDJR, INC (MCM				188.51-
Sum				
00073 WATERS INTERNATIONAL TRU 08S822036	00199060 19000434 ADDL REPRS U#18571 PO#199039	08/31/20	278709	116.61-
00073 WATERS INTERNATIONAL TRU 08S822428	00201019 19000436 A/C REPAIR U#18570	08/31/20	278709	3,881.43-
00073 WATERS INTERNATIONAL TRU 08S822006	00199039 19000437 REPAIRS U#18571	08/31/20	278709	1,794.68-
00073 WATERS INTERNATIONAL TRU 08P894379	00201575 19000444 ALTERNATOR U#18571 BUS	08/31/20	278709	339.00-

WATERS INTERNATIONAL TRU				6,131.72-
Sum				

Sum				59,891.36-

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WATER&SEWER CONSTRUCTION FUND

00075	CLEARWATER CONSULTANTS	I	12.322001	00201668	19000127	PERMIT	RNWL	SOUTH	LAGOON	08/31/20	278532	22,926.75-
00075	CLEARWATER CONSULTANTS	I	12.312001	00201669	19000128	PERMIT	RNWL	NORTH	LAGOON	08/31/20	278532	13,323.45-

CLEARWATER CONSULTANTS I

Sum

00075 JAY BEARDEN CONSTRUCTION EST #1 EAST	00201776	19000129	SRVS E JERUSALEM WTR IMPRVMT	08/31/20	278591	141,378.94-
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JAY BEARDEN CONSTRUCTION

Sum

141,378.94-

Sum

177,629.14-

CITY OF HATTIESBURG

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COMMUNITY CENTERS' FUND

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00077 AT&T MOBILITY	287273578351	00201511	19000388	WIRELESS SRV 7/2020 COMM CTRS	08/31/20	278502	61.20-

AT&T MOBILITY							61.20-
Sum							21,010.02-
00077 CITY OF HATTIESBURG FUND	TRF 2ND 8/20	02020779	19000390	TRF 2ND 8/2020 PAYROLL	08/25/20	770026	21,010.02-

CITY OF HATTIESBURG FUND							21,010.02-
Sum							59.14-
00077 HUGHES SUPPLY	S159032430.0	00200335	19000386	A/C REPR PTS SHERRILL CNTR	08/31/20	278585	59.14-

HUGHES SUPPLY							59.14-
Sum							3,337.65-
00077 MS POWER COMPANY	8/20 COMM CN	00202022	19000391	MNTHLY ELEC-COMM CENTERS	08/31/20	278622	3,337.65-

MS POWER COMPANY							3,337.65-
Sum							210.48-
00077 NEWELL PAPER COMPANY	4088969	00201186	19000387	JANIT SUPP COMM CENTERS	08/31/20	278625	210.48-

NEWELL PAPER COMPANY							210.48-
Sum							46.81-
00077 SPIRE ENERGY	8/20 COMM CN	00202022	19000389	MNTHLY GAS-COMM CENTERS	08/31/20	278671	46.81-

SPIRE ENERGY							46.81-
Sum							24,725.30-

AT&T MOBILITY

CITY OF HATTIESBURG FUND

HUGHES SUPPLY

MS POWER COMPANY

NEWELL PAPER COMPANY

SPIRE ENERGY

CITY OF HATTIESBURG

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COMMUNITY DEVELOP. BLOCK GRANT							
00082 BONNER ANALYTICAL TESTIN	72089	00201117	19000184	LEAD INSPECTION; 303 KILLINGSW	08/21/20	820045	635.15-
00082 BONNER ANALYTICAL TESTIN	72090	00230118	19000185	LEAD INSPECTIONS; 735 LONSTREE	08/21/20	820046	609.29-
00082 BONNER ANALYTICAL TESTIN	72113	00201566	19000187	LEAD TEST #1;213 S 11TH AVE	08/21/20	820047	488.10-
00082 BONNER ANALYTICAL TESTIN	72114	00230121	19000188	LEAD TEST#2;2135 11TH AVE	08/21/20	820048	676.10-

BONNER ANALYTICAL TESTIN							2,408.64-
Sum							8,905.57-
00082 CITY OF HATTIESBURG FUND TRF 2ND 8/20	02020779	19000189	TRF 2ND 8/2020	PAYROLL	08/25/20	820051	8,905.57-

CITY OF HATTIESBURG FUND							8,905.57-
Sum							20,000.00-
00082 LUMAR DEVELOPMENT, LLC	8/10/20	00201561	19000183	DRAW #3; 207 W 5TH ST	08/21/20	820049	20,000.00-

LUMAR DEVELOPMENT, LLC							20,000.00-
Sum							200.00-
00082 MS DEPARTMENT OF ENVIRON APPL FEE LAS	00201695	19000190	ASBESTOS RE-CERTIF	LASTER	08/31/20	278620	200.00-

MS DEPARTMENT OF ENVIRON							200.00-
Sum							900.00-
00082 WHITE, CAROLYN	8/18/20	00201564	19000186	TEMP RELOC; 8/5-9/4/20	08/21/20	820050	900.00-

WHITE, CAROLYN							900.00-
Sum							32,414.21-

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SPEC SALES TAX-P&R/UNIV IMPROV									
00086	CITY OF HATTIESBURG FUND	TRF 2ND 8/20	02020779	19000119	TRF 2ND 8/2020	PAYROLL	08/25/20	860018	1,500.60-
CITY OF HATTIESBURG FUND									
Sum									1,500.60-
00086	GRAY BUILDERS	PO#200594 8/	00200594	19000117	REPRS DAHMER PK	BATTING CAGES	08/31/20	278574	2,800.00-
00086	GRAY BUILDERS	DAHMER BATTI	00195664	19000118	BATTING CAGE COVER	DAHMER PARK	08/31/20	278574	23,750.00-
GRAY BUILDERS									
Sum									26,550.00-
00086	SERVICEMASTER/PETAL	32219	00201775	19000120	STRIP/WAX FLOOR	HBRG ARTS CTR	08/31/20	278658	1,400.00-
SERVICEMASTER/PETAL									
Sum									1,400.00-
00086	USM (1% SALES TAX)	7/2020	02020772	19000116	1% SALES TAX	7/2020	08/18/20	860017	119,583.16-
USM (1% SALES TAX)									
Sum									119,583.16-
Sum									149,033.76-

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INDUSTRIAL PARK DEVELOPMENT

00087	AREA DEVELOPMENT PARTNER Q/E 9/30/20	00201358	19000030	ECO DEV CONTRIB Q/E 9/30/20	08/31/20	278495	117,500.00-
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00087	AREA DEVELOPMENT PARTNER INVOICE #37	00201745	19000031	IND	PK	ADM	FEE	Q/E	9/30/2020	08/31/20	278496	875.00-
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AREA DEVELOPMENT PARTNER

Sum

118,375.00-

Sum

118,375.00-

Date - 08/28/20

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PUBLIC SAFETY/REC CONSTRUCTION

00088 ALBERT & MCCLESKEY ASSOC INVOICE NO.4 00201772 19000067 SRVS PUBLIC SAFETY COMPLEX	08/31/20	278488	31,992.03-
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ALBERT & MCCLESKEY ASSOC

Sum

31,992.03-

00088 HANCO CORP EST NO.17 SA 00201774 19000068 SRVS PUBLIC SAFETY COMPLEX

08/31/20 278579

500,000.00-

00088 HANCO CORP EST NO.17.1 00201774 19000069 SRVS PUBLIC SAFETY COMPLEX

08/31/20 278579

582,508.05-

HANCO CORP

Sum

1,082,508.05-

Sum

1,114,500.08-

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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
2019 FIRE STATION CONSTRUCTION							
00095 HANCO CORP	EST NO.9 FIR	00201767	19000034	SRVS FIRE STATION #9	08/31/20	278579	123,840.34-

HANCO CORP							
Sum							123,840.34-
00095 LANDRY LEWIS GERMANY ARC	CN 18-3707.1	00201766	19000035	SRVS FIRE STATION #9	08/31/20	278599	1,486.08-

LANDRY LEWIS GERMANY ARC							
Sum							1,486.08-
00095 W GEOTECHNICAL AND TESTI	4389	00201773	19000036	SRVS FIRE STATION #9	08/31/20	278701	525.00-

W GEOTECHNICAL AND TESTI							
Sum							525.00-

Sum							125,851.42-

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INFRA IMPROVE-INTRNT SALES TAX

00097 DUNN ROADBUILDERS LLC

EST NO.2 WEA 00201769 19000004 SRVS WEATHERSBY ROAD OVERLAY

08/31/20

278546

26,343.50-

DUNN ROADBUILDERS LLC

Sum

26,343.50-

Sum

26,343.50-

CITY OF HATTIESBURG

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SPECIAL SALES TAX-T&A							
00107 H'BURG CONVENTION COMMIS	7/2020	02020767	19000022	FOOD/BEVERAGE TAX 7/2020	08/18/20	1070012	480,112.70-

H'BURG CONVENTION COMMIS							480,112.70-
Sum							60,806.01-
00107 H'BURG TOURISM COMMISSIO	7/2020	02020766	19000023	HOTEL/MOTEL 7/2020	08/18/20	1070013	60,806.01-

H'BURG TOURISM COMMISSIO							60,806.01-
Sum							-----
Sum							540,918.71-

Grand Total Level							6,049,946.13-
Sum							



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Connie Everett, Interim CFO

cc:

Date: Tuesday, September 8, 2020

Re: Adopt Resolution levying ad valorem taxes on all taxable properties within the City of Hattiesburg for the purpose of raising revenue for said City for the fiscal year beginning October 1, 2020 and ending September 30, 2021.
File Number: 2020-644
Minute Book #

Summary

Adopt Resolution levying ad valorem taxes on all taxable properties within the City of Hattiesburg for the fiscal year beginning October 1, 2020 and ending September 20, 2021.

Recommendation Statement

I recommend adoption of the Resolution levying ad valorem taxes for fiscal year 2021.

Please place this on the September 8, 2020 City Council meeting for consideration.

**A RESOLUTION LEVYING AD VALOREM TAXES ON
ALL OF THE TAXABLE PROPERTY WITHIN THE
CITY OF HATTIESBURG, MISSISSIPPI, FOR THE PURPOSE
OF RAISING REVENUE FOR SAID CITY FOR THE FISCAL YEAR
BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021**

WHEREAS, the governing authorities of the City of Hattiesburg, Mississippi, are required by Section 21-33-45 of the Mississippi Code of 1972 at a meeting held on September 8, 2020 to levy the municipal ad valorem taxes for the fiscal year next succeeding, and are required to fix this rate or levy for the municipality and the municipal separate school district and to express the rates or levies therefore in mills or a decimal fraction of a mill; and

WHEREAS, the governing authorities have fully, carefully and maturely considered the requirements of the various funds of the City of Hattiesburg and of Hattiesburg Municipal Separate School District; and

WHEREAS, the Council does now find, determine and adjudge that the tax rates or levies appearing hereinafter for the said City of Hattiesburg, in order to raise funds required to meet the expenses of said City of Hattiesburg and for municipal purposes and the expense of said school district:

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, that the following ad valorem tax rates or levies be and the same are hereby fixed, imposed and levied for the current fiscal year 2020-2021 of said City upon said assessed value of all of the taxable property in the City of Hattiesburg, Forrest and/or Lamar Counties, Mississippi, and in said municipal separate school district, as said property is now assessed and listed, and as it may be hereafter assessed and listed upon the assessment rolls of said City of Hattiesburg, as of January 1, 2020, and the said rates or levies expressed in mills or a decimal fraction of a mill and determining the ad valorem taxes to be collected upon each dollar of valuation upon the assessment rolls of the City of Hattiesburg, Mississippi, and upon each dollar or valuation for the municipal separate school district as shown upon the assessment rolls of said City, being fixed, imposed, and levied as follows, to wit:

TAX LEVY FOR FISCAL YEAR 2019-2020
CITY OF HATTIESBURG

For General Revenue Purposes and General Improvements:	
General Fund	
Section 27-39-307, Code of 1972	41.35 Mills
For Parks and Recreation Purposes:	
Parks and Recreation Fund	
Section 21-37-43, Code of 1972	2.00 Mills
For Library Purposes:	
Library Fund	
Section 39-3-7, Code of 1972	1.95 Mills
For Municipal Bonds and Interest:	
For General Municipal Bonds and Interest	
Section 21-33-87, Code of 1972	4.50 Mills
For Disability and Relief:	
For Police and Firemen's Disability And Relief	
Section 21-29-117, Code of 1972	2.83 Mills
For Hattiesburg Mass Transit System	
SB No. 2841-MS Legislative Session Of 1975	0.50 Mills
TOTAL EXCLUSIVE OF SCHOOLS	<u>53.13 Mills</u>
For School Purposes and Maintenance of Schools:	
District Maintenance, Section 37-57-1	58.33 Mills
For School Bonds and Interest:	
Section 37-59-23	4.45 Mills
For School Notes and Certificates of Indebtedness:	
Section 37-59-107	2.74 Mills
For Costs of Collection:	
Section 37-57-105(1)	.56 Mills
TOTAL LEVY FOR SCHOOL PURPOSES	<u>66.08 Mills</u>
TOTAL LEVY FOR ALL PURPOSES UPON EACH DOLLAR ASSESSED VALUATION	<u><u>119.21 Mills</u></u>

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 8th day of September, 2020.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 8th day of September, 2020.

ATTEST:

APPROVED:

CITY CLERK

MAYOR